

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council & Tooele City Redevelopment Agency will meet in a Work Session, on Wednesday, January 16, 2019 at the hour of 5:00 p.m. The Meeting will be Held in the Tooele City Hall Large Conference Room Located at 90 North Main Street, Tooele, Utah.

1. Open City Council Meeting

2. Roll Call

3. Discussion:

- **Council Chair & Board/Committee Assignments**
- **Council Financial Training**
Presented by Glenn Caldwell
- **Resolution 2019-01 A Resolution of the Tooele City Council Consenting to the Mayor's Appointments to the Tooele Valley Museum Advisory Board**
Presented by Mayor Winn
- **Resolution 2019-06 A Resolution of the Tooele City Council Surplusing and Approving the Sale of the Dow James Baseball Field to the Tooele County School District**
Presented by Mayor Winn
- **Readopt Resolution 2018-30 A Resolution of the Tooele City Council Approving the Annexation of 7.85 Acres of Providence Tooele LLC Property into the North Tooele City Special Service District**
Presented by Michelle Pitt
- **Resolution 2019-09 A Resolution of the Tooele City Council Approving a Contract with Hansen Allen & Luce for an Update of the Culinary Water System Master Plan**
Presented by Paul Hansen
- **Resolution 2019-10 A Resolution of the Tooele City Council Approving a Contract with Hansen Allen & Luce for an Update of the Wastewater Collection System Master Plan**
Presented by Paul Hansen
- **Preliminary Subdivision Plan for Sunset Estates, Phase 8, a 24-lot Subdivision on 10.7 Acres at Approximately 2300 North 400 West**
Presented by Jim Bolser

- **Preliminary Subdivision Plan for Country View Villas, a 136-lot Subdivision on 26.6 Acres at Approximately 200 East 1000 North
Presented by Jim Bolser**
- **Traffic and Utility Modelling Related to the Berra Boulevard Zoning Map Amendment Request
Presented by Jim Bolser**
- **Resolution 2019-07 A Resolution of the Tooele City Council Approving an Interlocal Agreement for Tax Increment Participation with the Redevelopment Agency of Tooele City, Utah ("RDA") for the 1000 North Retail Community Reinvestment Project Area, and Authorizing the Mayor to Sign the Same
Presented by Randy Sant**
- **Resolution 2019-08 A Resolution of the Tooele City Council Approving an Interlocal Agreement for Tax Increment Participation with the Redevelopment Agency of Tooele City, Utah, ("RDA") for the Broadway Community Development Project Area, and Authorizing the Mayor to Sign the Same
Presented by Randy Sant**
- **Accessory Dwelling Units
Presented by Roger Baker**

4. Close Meeting

- **Litigation, Property Acquisition, and Personnel**

5. Adjourn

Michelle Y. Pitt
Tooele City Recorder/RDA Secretary

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2110 or michellep@tooelecity.org, Prior to the Meeting.

TOOELE CITY COUNCIL COMMISSION & BOARD APPOINTMENTS 2018

Revised July 12, 2018

Commission / Board	Number	Term	Appointed By	Council Appointee
City Council	5	4	Electorate	Chair: Steve Pruden Vice Chair: Scott Wardle
Planning Commission	7	4	Mayor Appoints 4; Council Appoints 3; Council Liaison	Liaison: David McCall Liaison: Melodi Gochis
Library Board	5 – 9	3	Mayor (with Council consent); 1 Appointee may be a Councilperson	David McCall
Redevelopment Agency	5 (Council)	–	–	Chair: Brad Pratt Vice Chair: Scott Wardle
RDA Taxing Entity Committee	8	–	Council (“legislative body”) Appoints 2	Brad Pratt Glenn Caldwell
Municipal Building Authority	6 (Council & Mayor)	–	–	N/A
Council of Governments	13	–	Mayor Appoints 2 (with Council consent)	Mayor Debbie Winn Dave McCall
Museum Advisory Board	7 – 14	3	Mayor (with Council consent); Mayor is a Member	Mayor Debbie Winn David McCall
Employee Grievance Appeal Board	5	2	3 by Vote of Full-Time City Employees; Council Appoints 2 of its own Members	Scott Wardle David McCall
Historical Preservation Commission	5	–	Mayor (with Council consent)	N/A
Accessibility Committee	3	2	Mayor (with Council consent); 1 Member from Engineering	N/A
Local Boundary Commission	7	4	Mayors of Municipalities Appoint 2 Elected Municipal Officials	Brad Pratt Scott Wardle
North Tooele City Special Service District	6	4	City Council Appoints 5 Residents of the District and 1 Ex Officio Councilperson	Melodi Gochis
PAR Tax Board	5 (Council)	–		Chair: Steve Pruden
Arts Council Board	7	4	2 City Council Members	Melodi Gochis Steve Pruden
Board of Appeals (UBC)	None Specified; Must be Qualified	No Term Limit	City Council	N/A
Communities That Care (CTC)	25	1	CTC Coordinator	Brad Pratt
Economic Development Corporation (inactive)	16	–	Mayor Appoints 1 (with Council consent)	N/A
Council on Aging (Senior Citizen Center)	–	–	County Commission	

USU Board	-	-	City Council	Scott Wardle
Homeless Coordination Committee	-	-	City Council	David McCall
Utah League of Cities and Towns Legislative Policy Committee	-	-	City Council / Mayor	Steve Pruden Roger Baker
Tooele City Water Special Services District	5 (Council)	-	City Council	Chair: Steve Pruden
Pre-Disaster Mitigation Planning Team	1 (Council)	-	City Council	David McCall

TOOELE CITY CORPORATION

RESOLUTION 2019-01

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO THE MAYOR'S APPOINTMENTS TO THE TOOELE VALLEY MUSEUM ADVISORY BOARD.

WHEREAS, Tooele City Code Chapter 2-2 governs the Mayor's appointments to the Tooele Valley Museum Advisory Board ("Board") and prescribes, among other things: a Board of 7 to 14 members, one of whom is the Mayor (or designee); Board members being appointed for terms of three years; and, Council consent to the Mayor's Board appointments; and,

WHEREAS, the Mayor has appointed to the Board those persons shown on the table below, with their terms, and seeks the Council's consent; and,

WHEREAS, attached as Exhibit A is a list of Board member qualifications and relevant interests:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that consent is hereby given to Mayor Winn's appointments of the persons named below to the Tooele Valley Museum Advisory Board, who shall serve three-year terms effective January 1, 2019.

Board Members	Appointed	Term Expiration
Lloyd L. Statz	01-01-19	12-31-21
Ruth Criner	01-01-19	12-31-21
Brent Johnson	01-01-19	12-31-21
Jacob Lyman	01-01-19	12-31-21
Morgan Rivera	01-01-19	12-31-21
Carl Justesen	01-01-19	12-31-21
Kenneth Spence	01-01-19	12-31-21

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

Passed this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Board Member Qualifications

Tooele Valley Museum Board Recommendations 2019

Name	Address	Highlights from Resume
Lloyd L. Statz	592 North 780 East, Tooele	<ul style="list-style-type: none"> • Officer in the Army Corps of Engineers and served in Vietnam • Bachelor's Degree in Landscape Architecture from UW, Madison • Proficient in welding, carpentry, plumbing, and electrical • Volunteer for the Tooele County Transportation and Senior Center
Ruth Criner	636 Grandview Circle, Tooele	<ul style="list-style-type: none"> • Active member of the community and would love the chance to be a part of the organization • 4th Grade teacher at Willow Elementary School • Has written a placed-based teaching plan for field trips to the museum • Is the City's Landscape Specialist
Brent Johnson	421 Lakeview Ave., Tooele	<ul style="list-style-type: none"> • Art Major at BYU Salt Lake Center, U of U, and SLCC • Teaches watercolor for the Tooele City Arts Council • Employed at Home Depot
Jacob Lyman	1348 E. 700 S., Tooele	<ul style="list-style-type: none"> • Current student at U of U • Member of the Tooele City Preservation Commission • Moderator of the Tooele History Facebook group • Contributing author, editor, and Facebook page admin on the Desert Empire Project; a blog dedicated to railroad history in the intermountain west. • Fluent in Spanish • Eagle Scout
Morgan Rivera	342 Fairlane Drive, Tooele	<ul style="list-style-type: none"> • Passionate history teacher at Tooele Jr. High School • Degree from Weber State University • Teaches Utah, Tooele, and United States History
Carl Justesen	613 Pioneer Ave., Tooele	<ul style="list-style-type: none"> • Owner of Mario's Tires • Accounting Clerk Certificate from Salt Lake Community College • Great at observing and advising • Thrives in a public environment • Enjoys taking part in service projects
Kenneth Spence	494 S. Pioneer Ave., Tooele	<ul style="list-style-type: none"> • Associate Degree in Architectural Technology • Has served on Tooele City Building Board of Appeals, Accessibility Committee, and Planning Commission • Currently a retired architect

TOOELE CITY CORPORATION

RESOLUTION 2019-06

A RESOLUTION OF THE TOOELE CITY COUNCIL SURPLUSING AND APPROVING THE SALE OF THE DOW JAMES BASEBALL FIELD TO THE TOOELE COUNTY SCHOOL DISTRICT.

WHEREAS, Tooele City (the "City") owns and operates a baseball field and associated facilities on approximately five acres located on 400 North Street and commonly known as the Dow James Baseball Field (the "Field"; formerly known as the American Legion baseball field and Tooele Old Timers baseball field) as part of the Dow James recreation complex owned and operated by the City, being comprised of a baseball field; and,

WHEREAS, because the Field is used primarily by the Tooele High School baseball team, the Tooele County School District ("District") desires to purchase the Field from the City, and the City desires to sell the Field to the District; and,

WHEREAS, in 2018 the City installed a new irrigation system for the Field at a cost of \$87,421 and constructed a new concessions building/restroom at a cost of \$179,000, both for the Field, and due to the District's heavy use of the Field, the District agreed to pay one-half of the costs of the irrigation and building improvements (or \$133,210); and,

WHEREAS, the City desires to eliminate the general fund costs of maintaining the Field and its associated irrigation system and buildings; and,

WHEREAS, the District has offered to pay the City \$1,070,000 for Field and its appurtenances, the payment of which price would terminate the District's commitment to pay the City \$133,210 toward the new irrigation system and concession/restroom building; and,

WHEREAS, as a matter of general Utah law, Utah Code Section 10-8-2 and Utah Supreme Court opinions require the City to receive fair value for sales of City property, and given the unique nature of and limited market for a public baseball field, the City Council believes that the purchase price of \$1,070,000 is fair value in satisfaction of Utah law; and,

WHEREAS, any sale and conveyance to the District will reserve to the City all necessary easements for access and utilities; and,

WHEREAS, Utah Code Section 10-8-2(4)(a) requires Utah municipalities to hold a public hearing prior to the disposition of significant parcels of real property, with 14 days notice of the hearing; and,

WHEREAS, Tooele City Code Section 1-25-1 defines “significant parcel of real property” to mean “a single parcel of real property owned by Tooele City regardless of size or value”; and,

WHEREAS, on January 16, the City Council convened a public hearing and accepted public comments regarding the City’s sale of the Field:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Field is hereby surplused and authorized for sale to the District for the purchase price of \$1,070,000, reserving to the City all necessary access and utility easements.

This Resolution is in the best interest of the general 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 _____, 2019.

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 2018-30

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING THE ANNEXATION OF 7.85 ACRES OF PROVIDENCE TOOELE LLC PROPERTY INTO THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT.

WHEREAS, the creation of special service districts is governed by U.C.A. Chapter 17D-1 Part 2; the procedure for annexing additional property into an existing special service district is the same as for the existing special service district's original creation; and,

WHEREAS, on June 16, 1999, the City Council approved Resolution 1999-29 for the creation of the North Tooele City Special Service District ("District") for the purpose of maintaining several unique public amenity features of the Overlake subdivisions; and,

WHEREAS, Tooele City has received a Petition from Howard J. Schmidt on behalf of Providence Tooele, LLC ("Petitioner") to annex the 7.85-acre Providence at Overlake subdivision (the "Property") into the District (see the Petition, property maps, and legal description attached hereto as Exhibit A), which Property is adjacent to portions of Overlake Estates phases 1C and 1D subdivisions; and,

WHEREAS, the Administrative Control Board of the District voted unanimously on May 9, 2018, to recommend annexation of the Property into the District; and,

WHEREAS, because the Property is held in common ownership by Petitioner, Tooele City and the Petitioner are relieved of complying with the Notice, Protest, and Public Hearing requirements of U.C.A. Sections 17D-1-205, 206, and 207, and the annexation may be approved simply by approving this Resolution, obtaining a Certificate of Incorporation from the Utah Lt. Governor, and recording the required documents with the Office of the Tooele County Recorder; and,

WHEREAS, the purpose of the District in annexing the Property will be to maintain within the Property those special features and amenities related to the unique design of public street lighting, public signage, public drainage and flood control, public recreation properties, public street design and traffic calming features, and associated and integral public landscaping (the "Amenities") located within the District; and,

WHEREAS, in addition to the above purposes, annexation of the Property into the District will also allow Tooele City to impose upon and enforce within the Property the construction and maintenance of Amenities design standards common to the District, including the privately-owned and privately-maintained privacy fence along 400 West Street right-of-way property line, rather than defaulting to Tooele City's regular design standards, including double-frontage lot standards, for such features and Amenities; and,

WHEREAS, the District will maintain only those Amenities formally accepted by and dedicated to Tooele City in the land use approval process; and,

WHEREAS, the City Council finds that it is in the best interest of the City in general and of District residents in particular, including the future residents of the Property, to annex the Property into the District; and,

WHEREAS, to the best of the City's knowledge, all requirements of the law precedent to the approval of this Resolution have been fully met:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the annexation of the Property into the District is hereby approved, and that the City Recorder is hereby instructed to file and record the necessary documents with the Utah Lt. Governor and the Tooele County Recorder.

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 5th day of September, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

S. J. McCall

[Signature]

[Signature]

[Signature]

Melodi M. Gochis

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. White

ATTEST:

Michelle Y. Pitt
Michelle Y. Pitt, City Recorder

SEAL



Approved as to Form:

Roger Evans Baker
Roger Evans Baker, City Attorney

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

Petition, Property Maps, and Legal Description
of the Property

**LANDOWNER ANNEXATION PETITION
NORTH TOOELE SPECIAL SERVICE DISTRICT**

The undersigned represents that **PROVIDENCE TOOELE, L.L.C.**, a Utah limited liability company, owns, in its entirety, the real property located within the boundaries of the area in Tooele City, Utah which is described and depicted on Schedule A attached hereto (the "Proposed Annexation Area") and that the Proposed Annexation Area is located, in its entirety, in incorporated Tooele City. Each person/entity signing this petition requests annexation of the Proposed Annexation Area into the North Tooele Special Service District pursuant to Utah Code Ann. § 17B-1-401, et seq.

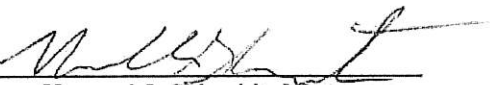
As required by Utah Code Ann. § 17B-1-404(1)(d), the following signer(s) of this Petition are hereby designated as the sponsors, with the designated sponsor to serve as the contact sponsor.

CONTACT SPONSOR:

Name: Howard J. Schmidt
Mailing Address:
1694 East Torrey Pines Circle
Draper, Utah 84020
Telephone No. 801-859-9449

OWNER:

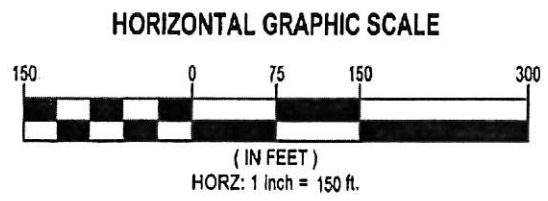
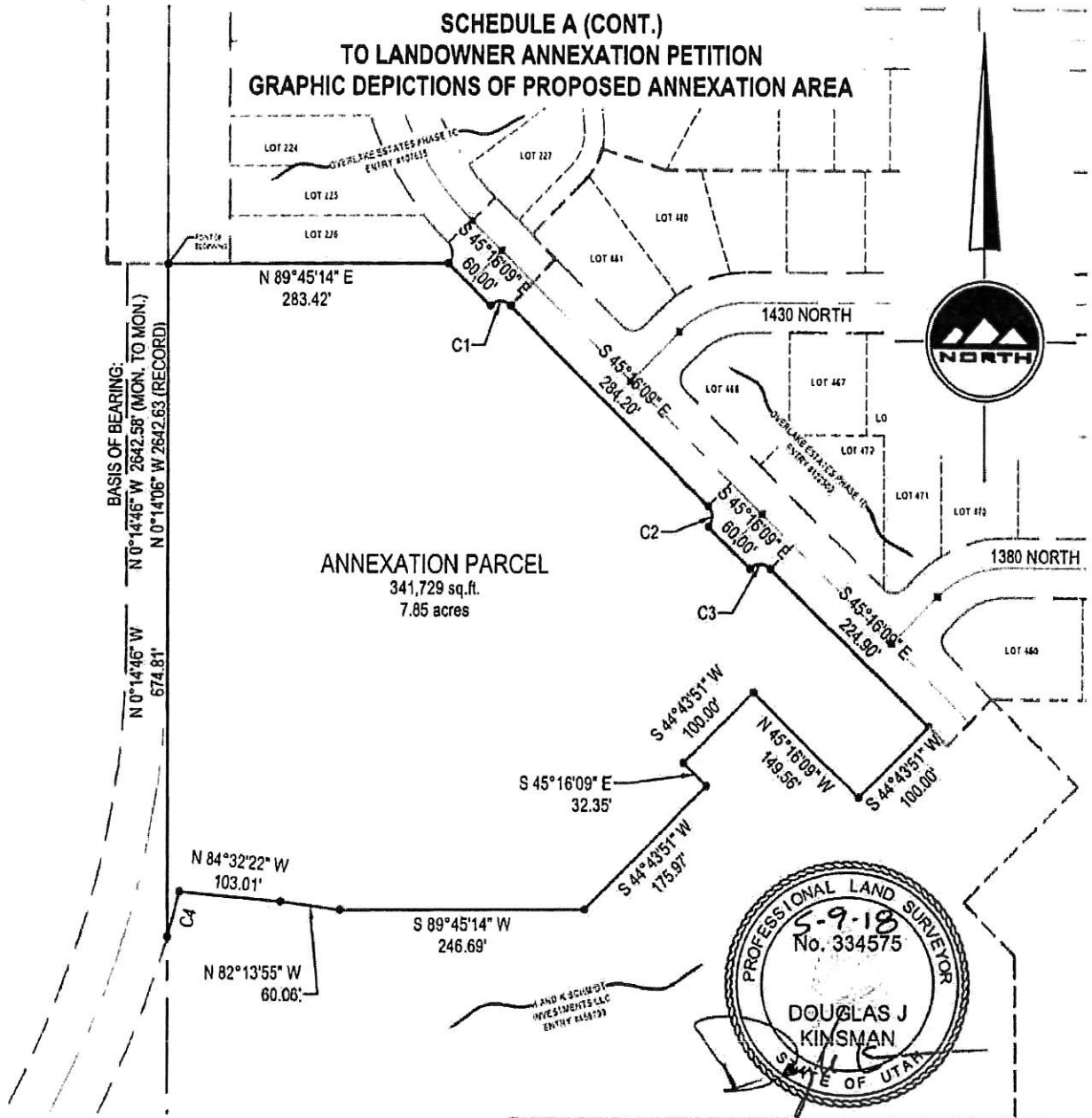
PROVIDENCE TOOELE, L.L.C.
A Utah limited liability company

By: 
Howard J. Schmidt, Manager

Mailing Address:
P.O. Box 95410
South Jordan, Utah, 84095
Telephone No. 801-859-9449

Dated: 5-9-18

**SCHEDULE A (CONT.)
TO LANDOWNER ANNEXATION PETITION
GRAPHIC DEPICTIONS OF PROPOSED ANNEXATION AREA**



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	14.50'	22.78'	90°00'00"	N89°43'51"E	20.51'
C2	14.50'	22.78'	90°00'00"	S0°16'09"E	20.51'
C3	14.50'	22.78'	90°00'01"	N89°43'51"E	20.51'
C4	1042.00'	46.77'	2°34'17"	S14°47'28"W	46.76'

PROJECT # 7583A DATE 5/9/18 1 of 1 FILE F3	SCHEDULE "A" PROVIDENCE AT OVERLAKE ANNEXATION INTO NORTH TOOELE SPECIAL SERVICE DISTRICT	FOR HOWARD SCHMIDT PO BOX 95410 SOUTH JORDAN, UT 84095 PHONE: 801-859-9449	169 N. Main Street, Unit 1 Tooele, Utah 84074 Phone: 435.843.3590 Fax: 435.578.0108 www.ensigneng.com	
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**SCHEDULE A
TO LANDOWNER ANNEXATION PETITION
IDENTIFICATION OF PROPOSED ANNEXATION AREA**

The proposed Providence at Overlake addition to the North Tooele Special Service District consists of Tooele County Tax Identification Numbers 02-126-0-0034 and is generally bounded as follows: on the south by the proposed remaining phases of Providence at Overlake, on the west by 400 West Street, on the north by Overlake Estates Phase 1C, and on the east by Overlake Estates Phase 1D and is more particularly described as follows:

A parcel of land, situate in the Southwest Quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel is also located in Tooele City, Tooele County, Utah, more particularly described as follows:

Beginning at a point on southerly line of Overlake Estates Phase 1C, recorded as Entry No. 107635, in the Tooele County Recorder's Office, said point being on the section line between the Southwest and West Quarter Corners of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and South 0°14'46" East 350.10 feet from said West Quarter Corner, and running:

thence North 89°45'14" East 283.42 feet along the southerly line of said Overlake Estates Phase 1C, to the southerly line of Clemente Way;

thence South 45°16'09" East 60.00 feet along said southerly line this call and the following (6) calls;

thence Northeasterly 22.78 feet along the arc of a 14.50-foot radius non-tangent curve to the right (center bears South 45°16'09" East and the long chord bears North 89°43'51" East 20.51 feet through a central angle of 90°00'00");

thence South 45°16'09" East 284.20 feet;

thence Southeasterly 22.78 feet along the arc of a 14.50-foot radius tangent curve to the right (center bears South 44°43'51" West and the long chord bears South 0°16'09" East 20.51 feet through a central angle of 90°00'00");

thence South 45°16'09" East 60.00 feet;

thence Northeasterly 22.78 feet along the arc of a 14.50-foot radius non-tangent curve to the right (center bears South 45°16'09" East and the long chord bears North 89°43'51" East 20.51 feet through a central angle of 90°00'00");

thence South 45°16'09" East 224.90 feet;

thence South 44°43'51" West 100.00 feet;

thence North 45°16'09" West 149.56 feet;

thence South 44°43'51" West 100.00 feet;

thence South 45°16'09" East 32.35 feet;

thence South 44°43'51" West 175.97 feet;

thence South 89°45'14" West 246.69 feet;

thence North 82°13'55" West 60.06 feet;

thence North 84°32'22" West 103.02 feet;

thence Southwesterly 46.77 feet along the arc of a 1,042.00-foot radius non-tangent curve to the right (center bears North 76°29'40" West and the long chord bears South 14°47'28" West 46.76 feet through a central angle of 2°34'17") to the section of said Section 16;

thence North 0°14'46" West 674.81 feet along said section line; to the Point of Beginning.

Contains 341,729 square feet or 7.85 acres.

Parcel is located at approximately
400 West 1200 North
Tooele City, Utah

ANNEXATION DESCRIPTION

A parcel of land, situate in the Southwest Quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel is also located in Tooele City, Tooele County, Utah, more particularly described as follows:

Beginning at a point on southerly line of Overlake Estates Phase 1C, recorded as Entry No. 107635, in the Tooele County Recorder's Office, said point being on the section line between the Southwest and West Quarter Corners of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and South 0°14'46" East 350.10 feet from said West Quarter Corner, and running:

thence North 89°45'14" East 283.42 feet along the southerly line of said Overlake Estates Phase 1C, to the southerly line of Clemente Way;

thence South 45°16'09" East 60.00 feet along said southerly line this call and the following (6) calls;

thence Northeasterly 22.78 feet along the arc of a 14.50-foot radius non-tangent curve to the right (center bears South 45°16'09" East and the long chord bears North 89°43'51" East 20.51 feet through a central angle of 90°00'00");

thence South 45°16'09" East 284.20 feet;

thence Southeasterly 22.78 feet along the arc of a 14.50-foot radius tangent curve to the right (center bears South 44°43'51" West and the long chord bears South 0°16'09" East 20.51 feet through a central angle of 90°00'00");

thence South 45°16'09" East 60.00 feet;

thence Northeasterly 22.78 feet along the arc of a 14.50-foot radius non-tangent curve to the right (center bears South 45°16'09" East and the long chord bears North 89°43'51" East 20.51 feet through a central angle of 90°00'00");

thence South 45°16'09" East 224.90 feet;

thence South 44°43'51" West 100.00 feet;

thence North 45°16'09" West 149.56 feet;

thence South 44°43'51" West 100.00 feet;

thence South 45°16'09" East 32.35 feet;

thence South 44°43'51" West 175.97 feet;

thence South 89°45'14" West 246.69 feet;

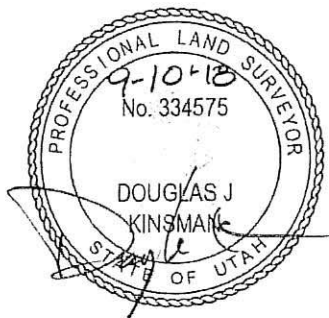
thence North 82°13'55" West 60.06 feet;

thence North 84°32'22" West 97.96 feet;

thence Southwesterly 64.32 feet along the arc of a 1,047.00-foot radius non-tangent curve to the right (center bears North 76°32'00" West and the long chord bears South 15°13'36" West 64.31 feet through a central angle of 3°31'12") to the section line of said Section 16;

thence North 0°14'46" West 692.13 feet along said section line; to the Point of Beginning.

Contains 342,003 square feet or 7.85 acres.



TOOELE CITY CORPORATION

RESOLUTION 2019-09

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH HANSEN ALLEN & LUCE FOR AN UPDATE OF THE CULINARY WATER SYSTEM MASTER PLAN.

WHEREAS, Tooele City continues to experience growth in all aspects of development, including, but not limited to, residential, commercial, and industrial development; and,

WHEREAS, in order to meet the additional demand for culinary water and to maximize the potential for responsible development, it is necessary to perform an update to the current Culinary Water System Master Plan; and,

WHEREAS, the City has previously retained the engineering firm of Hansen, Allen & Luce to update the Culinary Water System Master Plan; and,

WHEREAS, Hansen, Allen & Luce has submitted a cost proposal of One Hundred Thirty-Five Thousand Four Hundred Dollars (\$135,400) to perform the updated Culinary Water System Master Plan study requested by the City; and,

WHEREAS, the scope and services of the Culinary Water System Master Plan study are as described in the attached Proposal dated January 2, 2019 (Exhibit "A"); and,

WHEREAS, funding for the study will be paid using revenue from the Culinary Water Impact fee fund, as the study will be used help the City meet future growth demands; and,

WHEREAS, it is anticipated that the updated Culinary Water System Master Plan will supply the foundation for culinary water impact fee facilities planning:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that an agreement (Exhibit "B") with Hansen, Allen & Luce in the amount of One Hundred Thirty-Five Thousand Four Hundred Dollars (\$135,400) to perform the updated Culinary Water System Master Plan study requested by the City is hereby approved, and that the Mayor is hereby authorized to sign the same on behalf of Tooele City.

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 _____, 2019.

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

Hansen, Allen & Luce
Engineering Proposal



SALT LAKE AREA OFFICE
859 W. South Jordan Parkway, Ste. 200
SOUTH JORDAN, UTAH 84095
PHONE: (801) 566-5599
FAX: (801) 566-5581
www.hansenallenuce.com

Mr. Paul Hansen, P.E.
Tooele City Contract Engineer
90 North Main
Tooele, Utah 84074

January 2, 2019

Subject: Proposal for the 2019 Water System Master Plan

Dear Paul:

Hansen, Allen & Luce (HAL) appreciates the opportunity to provide this proposal for a water system master plan. The purposes of the plan are to assess current conditions of the existing water system, identify needed improvements, and assist the City in planning future growth and developing a list of capital facilities that will be needed in support of this future growth. This proposal also includes consultation with City Staff on water rights as the City prepares an internal study of water rights.

A recommended scope of work for the water system master plan is as follows:

SCOPE OF WORK

TASK 100 Data Collection, Project Start-up and Data Assessment

Objective: Project start-up, data collection, data review and assessment. Develop water demand and production estimates.

Activities:

1. Task 100 project management, communication and coordination.
2. Start-up meeting with Tooele City personnel. This meeting will include a review of study objectives and schedules. This will also include a workshop with City personnel to discuss known water system problems and previously identified system needs.
3. Additional operator workshop or site visit as needed (one day).
4. Review the existing water model, previous reports, related literature and available data.

5. Prepare population growth estimates based on the State of Utah projections with additional input from Tooele City.
6. Obtain available SCADA data of water tank levels, system pressures, pumping rates and volumes, well water levels, pressure reducing valve settings and any other available data from Tooele City. Evaluate the data to determine average and peak production rates, and water well and storage tank utilization. If SCADA data is limited, estimates will be based on available data, typical values and state rules.
7. Obtain billing and water use data (assumed monthly) by use type and address. Evaluate typical residential, commercial and industrial water demands. Evaluate winter vs. summer water use.
8. Obtain source water production summaries (at least monthly) and compare to billing data. Estimate non-billed water.
9. Prepare an estimate of peak instantaneous, peak day, monthly and annual water demand. Determine average and peak demands per equivalent residential connection (ERC).
10. Attend a meeting with Tooele City personnel to present results. Discuss level of service criteria for pressure, supply, storage, and fire flow.
11. Prepare a technical memorandum describing the results.

Output:

- Technical memorandum

TASK 200 Water Rights Consultation

Objective: The City is preparing a review of water rights. HAL has been asked to assist the City by providing water rights consultation.

Activities:

1. Task 200 project management, communication and coordination.
2. Meetings and consultation.

Output:

- Water rights consultation.

TASK 300 Existing System Model Update

Objective: The existing water system model will be updated based on input received during workshops with City personnel and other available data. While a significant amount of work has been done updating the model over the past few years, additional work is necessary in order to identify differences between the model and the water system and to reflect any recent changes. Pressure reducing valve settings need to be verified. Current settings are assumed to be provided by the City. Pump station information will be updated as needed. Additionally, the water system model will be moved from its current modeling software to EPANET. Once in EPANET, if desired, the model will be moved to the Aquaveo CityWater web application for access by Tooele City personnel.

Activities:

1. Task 300 project Management, communication and coordination.
2. Prepare extended period EPANET model based on Tooele City's existing system model.
3. Prepare the water demand distribution for the existing water system. This will be based on monthly billing data records. A City wide demand distribution will be prepared based on geocoded billing data which links actual water use to location. Average and peak demands will be assigned to the updated model based on this distribution. Depending on data availability, demands will be distributed based on aerial photography, current land use and zoning.
4. Attend a meeting with City personnel to review the model and identify any needed changes.
5. Calibrate the model based on SCADA data and field measurements. Field measurements include fire hydrant flow or pressure testing. It is assumed that calibration field work will be limited to a 2 day effort by HAL. Additional field work will be performed by City personnel and reported to HAL. The level of additional field work will be coordinated with Tooele City if needed.
6. Provide office support of City personnel performing flow and pressure testing.
7. Perform modeling and identify existing deficiencies in the distribution system based on flow and pressure.

8. Perform a fire flow analysis and predict areas that will likely not meet fire flow requirements. It is assumed that Tooele City will provide required fire flow demand values at various zones in the City.
9. Prepare a list of existing deficiencies and a cost estimate for these facilities.

Output:

- Field test results
- Existing conditions calibrated hydraulic model
- List of deficiencies and a cost estimate.

TASK 400 Future Demand Projections and Future Model

Objective: Prepare projections for future growth. Prepare a future model. Develop a project list with estimated costs and anticipated implementation dates for each project.

Activities:

1. Task 400 project Management, communication and coordination.
2. Attend a planning workshop with Tooele City personnel to identify growth criteria including: 1) the anticipated future service boundary, 2) growth land use types, locations and densities, 3) Obligations to future development.
3. Prepare average and peak demand projections. Future demands will be based on areas of growth, redevelopment and density changes. New demands will be based on the demands per unit area and land use type developed for existing conditions.
4. Prepare an extended period EPANET future conditions capital facilities plan model. This will be a 20-year model and may be the basis for future impact fees determinations.
5. Prepare extended period EPANET future conditions long term planning model. This will be a 40-year model.
6. Perform modeling and identify needed improvements to the distribution system.
7. Prepare alternatives for key future infrastructure (20-year model). It is assumed that alternatives review effort is limited to the available budget. Attend a meeting with City personnel to review alternatives and select the preferred alternatives.

8. Prepare a future system capital facilities list and cost estimate.

Output:

- 20-year and 40-year hydraulic models
- Preferred alternatives
- Future capital facilities list and cost estimate

TASK 500 Evaluate Existing and Future Water Supply, Booster Station Capacity and Storage

Objective: Evaluate existing and future water supply and storage. The locations of existing and potential future sources will be examined, including locations of City owned water in the Tooele and Rush Valleys. Storage locations will be examined to compare existing storage locations and volumes with needed locations and volumes.

Activities:

1. Task 500 project Management, communication and coordination.
2. Evaluate the adequacy of City sources based on state standards and projected needs, including consideration of the effects of conservation, indoor and outdoor water use and water rights. It is assumed that Tooele City will provide water production data and SCADA data.
3. Evaluate the adequacy of City water storage to meet projected average and peak demands. This includes a review of tank levels throughout average and peak demand periods. It is assumed that Tooele City will provide SCADA data of tank levels.
4. Conduct a source strategy workshop to identify and discuss potential future water sources, transmission methods and capacity, and locations of delivery.
5. Based on the workshop discussion prepare conceptual alternatives for future water development. Prepare conceptual cost estimates. It is assumed that work for this task will be limited to the available budget.
6. Conduct an alternatives workshop to discuss source development alternatives and costs. The preferred alternatives will be selected.

7. Evaluate the adequacy of City booster stations to meet projected average and peak demands. The City will provide booster station pumping capacity data and a notice of any deficiencies or maintenance issue identified to date.

Output:

- Results of source, storage and booster station assessment. These results will be described in the master plan report.

TASK 600 Water System Optimization

Objective: Water system operations will be modeled and evaluated to determine if more energy efficient methods can be identified. Recommendations will be provided.

Activities:

1. Task 600 project Management, communication and coordination.
2. Obtain power costs, source water costs and water quality data from Tooele City and review the data.
3. Using the model, analyze the water system facilities to identify areas of potential system operation and performance improvements.
4. Use the model to predict electricity use by water system facilities during various demand conditions. Identify facilities that appear to have unusually high electrical demand.
5. Use the model to analyze water quality of water system facilities during various demand conditions. Identify areas of predicted poor water quality.
6. Based on the above analyses, develop recommendations for system operation that will potentially reduce system electrical consumption and improve water quality.
7. Coordinate and facilitate loading existing system model onto Aquaveo - CityWater platform. Licensing fee allowance of \$5,000 included in proposal budget. Provide 4 hours of training to City personnel.

Output:

- Recommendations to reduce electrical consumption and improve water quality. Recommendations will be included in the master plan report.

TASK 700 Prepare Capital Facilities Plan and Report

Objective: Prepare a capital facilities plan for the 20-year planning horizon. Prepare draft and final reports. Present these to the Tooele City personnel and City Council.

Activities:

1. Task 700 project management, communication and coordination.
2. Prepare a priority list of deficiency correction projects and future planning projects for the 20-year time frame. Provide an estimated schedule for facility construction. Include the cost estimates.
3. Prepare a draft report which describes methodology, results, findings, recommendations and selected alternatives. Provide a copy to Tooele City.
4. Conduct a meeting with City personnel to review the draft plan and receive comments.
5. Present the water system master plan at a Tooele City Council meeting.
6. Prepare the final water master plan report. Prepare prints. Provide to Tooele City.

Output:

- Capital Facilities Plan
- Draft and Final Reports

SCHEDULE

It is anticipated that this work can be completed within 6 to 8 month of receiving a notice to proceed.

ENGINEERING FEE

Hansen, Allen & Lucas, Inc. (HAL) proposes a professional “**not to exceed**” preliminary engineering budget of **\$135,400** for the project. Charges to the project will be based on actual expenses in accordance with HAL’s Fee Schedule, a copy of which is attached. If less effort is required by HAL to accomplish the tasks than is anticipated, the Client will only be invoiced for the actual effort required. A spreadsheet outlining estimated personnel costs by task and subtask is attached.

ASSUMPTIONS

1. Tooele City will provide updated data on water system facilities and will provide billing, water production and SCADA data. Tooele City will also provide the needed fire flow in zones throughout the City.
2. The master plan is intended to provide a basis for future impact fee determinations (not included in this scope of work) and to provide the City with planning guidance. Additional work will be needed to prepare impact fee documents.
3. Up to 5 hard copies and 1 PDF will be provided for the draft and final copy of the report. Other documents will be provided as PDF. Figures will be produced as 11 x 17s.

Please contact us if you have any questions about our proposal.

Sincerely,

HANSEN, ALLEN & LUCE, INC.



Benjamin D. Miner, P.E.
Principal

**STANDARD FEE SCHEDULE
2019**

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional.....	\$188.50/hr
Managing Professional.....	\$164.50/hr
Senior Professional II.....	\$151.00/hr
Senior Professional I.....	\$136.10/hr
Professional III.....	\$131.25/hr
Professional II.....	\$117.85/hr
Professional I.....	\$109.50/hr
Professional Intern.....	\$98.90/hr
Engineering Student Intern.....	\$51.30/hr
Senior Designer.....	\$105.65/hr
Senior Field Technician.....	\$105.65/hr
Field Technician.....	\$85.85/hr
CAD Operator.....	\$85.85/hr
Secretary.....	\$63.00/hr
Professional Land Surveyor.....	\$121.35/hr
1 Man GPS Surveying Services.....	\$143.40/hr
Expert Legal Services.....	\$300.00/hr

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction.....	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included).....	\$46.00 per day
Vehicle.....	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project.....	Cost plus 10%
Trimble GPS Unit.....	\$130.00 per day
Drone Unit.....	\$500.00 per day plus data conversion costs
Data Logger/Transducer.....	\$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.



HAL PROPOSAL ESTIMATE

CLIENT: Tooele City
 PROJECT: 2019 Water System Master Plan



Pha Task #	Task Activity	Billing Period	Hours										Total Hours	Labor Cost	Communications /Office Expense	Miles Travel	Direct Expense	Expense Cost	Total HAL Cost with Contingency & Rate Inc.	Outside Expense	COMMENT	
			Principal	Manging Prof.	Sr Prof II	Sr Prof I	Prof II	Prof I	PEI	CAD	Secretary											
100 Data Collection, Project Start-up and Data Assessment																						
100		1											0	\$0.00	\$0.00			\$0.00	\$0.00			
101	Task project management, communication and coordination	1			4								6	\$730.00	\$36.00			\$36.00	\$36.00			
102	Start-up meeting	1			4							2	4	\$604.00	\$24.00	100	500	\$589.00	\$1,312.30			
103	Operator meeting/site visits	1			8							8	8	\$1,208.00	\$48.00			\$48.00	\$1,381.60		Milage with previous task	
104	Literature review	1			2							2	5	\$560.20	\$30.00			\$30.00	\$649.22			
105	Prepare populations estimates	1			1			2		2		8	8	\$915.80	\$48.00			\$48.00	\$1,060.18			
106	Obtain and evaluate SCADA, determine typical values	1			8			12		3		20	20	\$2,522.00	\$120.00			\$120.00	\$2,906.20			
107	Obtain billing data, evaluate water demand by type, summer & winter	1			8			12	12			32	32	\$3,663.20	\$192.00			\$192.00	\$4,240.72			
108	Obtain source data and review	1			2			8		8		20	20	\$2,240.80	\$120.00			\$120.00	\$2,596.88			
109	Prepare average and peak values, determine ERCs	1			2			4	4			10	5	\$1,120.40	\$60.00			\$60.00	\$1,280.44			
110	Attend a meeting	1			5			4		4		5	5	\$755.00	\$30.00	100		\$95.00	\$935.00			
111	Prepare a technical memorandum	1			2			4		4		11	4	\$1,271.40	\$66.00			\$66.00	\$1,471.14			
199	Quality Control (QC) / Quality Assurance (QA)	1	2		2							4	4	\$679.00	\$24.00			\$24.00	\$773.30			
	SUBTOTAL HOURS/UNITS:		2	0	51	0	0	45	33	0	2	133			\$798.00	\$798.00	200	500	\$1,428.00	\$19,467.58	\$0.00	Subconsultant Cost
	SUBTOTAL:		\$377.00	\$0.00	\$7,701.00	\$0.00	\$0.00	\$4,927.50	\$3,138.30	\$0.00	\$126.00			\$16,269.80	\$798.00	\$190.00	\$500.00	\$1,428.00	\$19,467.58	\$0.00	Subconsultant Cost	
200 Water Rights Consultation																						
200		1											0	\$0.00	\$0.00			\$0.00	\$0.00			
201	Task project management, communication and coordination	1			2								2	\$302.00	\$12.00			\$12.00	\$345.40			
202	Meetings and consultation	1	3		24							27	27	\$4,189.50	\$162.00			\$162.00	\$4,786.65		Assume meetings at HAL	
299	Quality Control (QC) / Quality Assurance (QA)	1	2									2	2	\$377.00	\$12.00			\$12.00	\$427.90			
	SUBTOTAL HOURS/UNITS:		5	0	26	0	0	0	0	0	0	31			\$186.00	\$0.00	\$0.00	\$186.00	\$5,559.95	\$0.00	Subconsultant Cost	
	SUBTOTAL:		\$942.50	\$0.00	\$3,926.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$4,868.50	\$186.00	\$0.00	\$0.00	\$186.00	\$5,559.95	\$0.00	Subconsultant Cost	
300 Existing System Model Update																						
300		1											0	\$0.00	\$0.00			\$0.00	\$0.00			
301	Task project management, communication and coordination	1			4							1	5	\$667.00	\$30.00			\$30.00	\$766.70			
302	Prepare EPANET Model	1			8			12	12			32	5	\$667.00	\$192.00			\$192.00	\$4,240.72			
303	Prepare water demand distribution, update model	1			8			8	8			24	24	\$2,844.80	\$144.00			\$144.00	\$3,287.88			
304	Attend a meeting with City personnel	1			3							3	3	\$453.00	\$18.00			\$18.00	\$518.10		At HAL	
305	Calibrate the model	1			4			16	16			36	4	\$3,877.60	\$216.00	200		\$346.00	\$4,645.96			
306	Provide office support for field work	1			4							4	4	\$604.00	\$24.00			\$24.00	\$690.80			
307	Perform modeling and identify deficiencies	1			8			12	12			32	3	\$3,663.20	\$192.00			\$192.00	\$4,240.72			
308	Perform fire flow modeling and prepare a list of deficiencies	1			8			8	8			24	24	\$2,844.80	\$144.00			\$144.00	\$3,287.88			
309	Prepare a list of deficiencies and a cost estimate	1			16			16	16			48	5	\$5,689.60	\$288.00			\$288.00	\$6,575.36			
399	Quality Control (QC) / Quality Assurance (QA)	1	3		2							5	5	\$867.50	\$30.00			\$30.00	\$987.25			
	SUBTOTAL HOURS/UNITS:		3	0	65	0	0	72	72	0	1	213			\$1,278.00	\$1,278.00	200	0	\$1,408.00	\$29,240.97	\$0.00	Subconsultant Cost
	SUBTOTAL:		\$565.50	\$0.00	\$9,815.00	\$0.00	\$0.00	\$7,884.00	\$6,847.20	\$0.00	\$63.00			\$25,174.70	\$1,278.00	\$130.00	\$0.00	\$1,408.00	\$29,240.97	\$0.00	Subconsultant Cost	
400 Future Demand Projections and Future Model																						
400		1											0	\$0.00	\$0.00			\$0.00	\$0.00			
401	Task project management, communication and coordination	1			4							1	5	\$667.00	\$30.00			\$30.00	\$766.70			
402	Attend a planning workshop	1			5							5	5	\$755.00	\$30.00	100		\$95.00	\$935.00		At Tooele, Utah	
403	Prepare demand projections	1			4			12	12			28	36	\$3,059.20	\$168.00			\$168.00	\$3,549.92			
404	Prepare a 20-year model	1			4			16	16			36	36	\$3,877.60	\$216.00			\$216.00	\$4,502.96			
405	Prepare a 40-year model	1			4			16	16			36	36	\$3,877.60	\$216.00			\$216.00	\$4,502.96			
406	Perform modeling and identify needed improvements	1			2			12	12			28	26	\$2,757.20	\$156.00			\$156.00	\$3,204.52			
407	Prepare alternatives, cost estimate and attend meeting	1			8			12	12			32	32	\$3,663.20	\$192.00			\$192.00	\$4,240.72			
408	Prepare future CIP and cost estimate	1			4			16	16			36	36	\$3,877.60	\$216.00			\$216.00	\$4,502.96			
499	Quality Control (QC) / Quality Assurance (QA)	1	3		2							5	5	\$867.50	\$30.00			\$30.00	\$987.25			
	SUBTOTAL HOURS/UNITS:		3	0	37	0	0	84	84	0	1	209			\$1,254.00	\$1,254.00	100	0	\$1,319.00	\$27,192.99	\$0.00	Subconsultant Cost
	SUBTOTAL:		\$565.50	\$0.00	\$5,587.00	\$0.00	\$0.00	\$9,198.00	\$7,988.40	\$0.00	\$63.00			\$23,401.90	\$1,254.00	\$65.00	\$0.00	\$1,319.00	\$27,192.99	\$0.00	Subconsultant Cost	

500 Evaluate Existing and Future Source, Booster Stations and Storage

500		1								0	\$0.00	\$0.00		\$0.00	\$0.00				
501	Task project management, communication and coordination	1								5	\$667.00	\$30.00		\$30.00	\$766.70				
502	Evaluate existing and future sources	1		16						16	\$2,416.00	\$96.00		\$96.00	\$2,753.20				
503	Evaluate existing and future storage	1		8						8	\$1,208.00	\$48.00		\$48.00	\$1,381.60				
504	Conduct source strategy workshop	1		5						5	\$755.00	\$30.00	100	\$95.00	\$935.00				
505	Develop source alternatives and conceptual cost estimates	1		12			12			36	\$4,267.20	\$216.00		\$216.00	\$4,931.52				
506	Conduct an alternatives workshop	1		5						10	\$1,302.50	\$60.00	100	\$125.00	\$1,570.25				
507	Evaluate the booster stations	1		8						8	\$1,208.00	\$48.00		\$48.00	\$1,381.60				
509	Quality Control (QC) / Quality Assurance (QA)	1	3	2						5	\$867.50	\$30.00		\$30.00	\$987.25				
SUBTOTAL HOURS/UNITS:			3	60	0	0	17	12	0	1	93	\$558.00	\$600.00	200	\$0.00	\$987.25			
SUBTOTAL:			\$565.50	\$0.00	\$9,060.00	\$0.00	\$0.00	\$1,861.50	\$1,141.20	\$0.00	\$63.00	\$12,691.20	\$558.00	\$130.00	\$0.00	\$688.00	\$14,717.12	\$0.00	Subconsultant Cost

600 Water System Optimization

600		1								0	\$0.00	\$0.00		\$0.00	\$0.00				
601	Task project management, communication and coordination	1		4						5	\$667.00	\$30.00		\$30.00	\$766.70				
602	Obtain and review power data	1		2						8	\$969.00	\$48.00		\$48.00	\$1,107.70				
603	Model current operations for efficiency improvements	1		2			8			18	\$1,938.80	\$108.00		\$108.00	\$2,251.48				
604	Model to predict electrical use	1		2			8			18	\$1,938.80	\$108.00		\$108.00	\$2,251.48				
605	Model and evaluate water quality	1		2			8			18	\$1,938.80	\$108.00		\$108.00	\$2,251.48				
606	Develop efficiency and water quality recommendations	1		4			8			20	\$2,240.80	\$120.00		\$120.00	\$2,596.88				
607	Coordinate City/Water model and license	1		8						8	\$1,208.00	\$48.00		\$48.00	\$1,381.60				
609	Quality Control (QC) / Quality Assurance (QA)	1	3	2						5	\$867.50	\$30.00		\$30.00	\$987.25			\$5,500.00	
SUBTOTAL HOURS/UNITS:			3	26	0	0	38	32	0	1	100	\$600.00	\$600.00	0	\$0.00	\$600.00	\$13,594.57	\$5,500.00	
SUBTOTAL:			\$565.50	\$0.00	\$3,926.00	\$0.00	\$0.00	\$4,161.00	\$3,043.20	\$0.00	\$63.00	\$11,758.70	\$600.00	\$0.00	\$0.00	\$600.00	\$13,594.57	\$5,500.00	Subconsultant Cost

700 Prepare Capital Facilities Plan and Report

700		1								0	\$0.00	\$0.00		\$0.00	\$0.00				
701	Task project management, communication and coordination	1		4						5	\$667.00	\$48.00		\$48.00	\$994.40				
702	Prepare a priority list of existing future projects and schedule	1		12			12			24	\$3,126.00	\$144.00		\$144.00	\$3,597.00				
703	Prepare a draft report	1		20			32			52	\$6,524.00	\$312.00		\$312.00	\$7,519.60				
704	Conduct a review meeting with City personnel	1		5			5			10	\$1,302.50	\$60.00	100	\$125.00	\$1,570.25				
705	Present the plan to the Tooele City Council	1		10			10			10	\$1,510.00	\$60.00	100	\$125.00	\$1,798.50				
706	Prepare and distribute final plan	1		12			12			24	\$3,126.00	\$144.00		\$144.00	\$3,597.00			Including presentation prep	
709	Quality Control (QC) / Quality Assurance (QA)	1	3	2						5	\$867.50	\$30.00		\$30.00	\$987.25				
SUBTOTAL HOURS/UNITS:			3	65	0	0	61	0	0	4	133	\$798.00	\$798.00	200	\$0.00	\$928.00	\$20,064.00	\$0.00	
SUBTOTAL:			\$565.50	\$0.00	\$9,815.00	\$0.00	\$0.00	\$6,679.50	\$0.00	\$0.00	\$252.00	\$17,312.00	\$798.00	\$130.00	\$0.00	\$928.00	\$20,064.00	\$0.00	Subconsultant Cost

TOTAL HOURS BY EMPLOYEE:

22 0 330 0 0 317 233 0 10

PHASE	TASK	Labor Costs	Direct Exp Cost	Subtotal w/Contingency	Subconsultant Costs	SubTotal
100	Data Collection, Project Start-up and Data Assessment	\$16,269.80	\$1,428.00	\$19,467.58	\$0.00	\$19,467.58
200	Water Rights Consultation	\$4,868.50	\$186.00	\$5,559.95	\$0.00	\$5,559.95
300	Existing System Model Update	\$25,174.70	\$1,408.00	\$29,240.97	\$0.00	\$29,240.97
400	Future Demand Projections and Future Model	\$23,401.90	\$1,319.00	\$27,192.99	\$0.00	\$27,192.99
500	Evaluate Existing and Future Source, Booster Stations and Storage	\$12,691.20	\$688.00	\$14,717.12	\$0.00	\$14,717.12
600	Water System Optimization	\$11,758.70	\$600.00	\$13,594.57	\$5,500.00	\$19,094.57
700	Prepare Capital Facilities Plan and Report	\$17,312.00	\$928.00	\$20,064.00	\$0.00	\$20,064.00
	TOTAL:	\$111,476.80	\$6,957.00	\$129,837.18	\$5,500.00	\$135,337.18

Exhibit B

Agreement

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and HANSEN ALLEN & LUCE of 859 West Jordan Parkway, Suite 200, South Jordan, Utah 84095, a corporation, (hereinafter "Contractor") enter into this Agreement on the 20 day of January, 2019 (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 a **Culinary Water System Master Plan** as outlined in the attached scope of services letter dated January 2, 2019.
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 One Hundred Thirty Five Thousand Four Hundred Dollars (\$135,400) for fully performing the Services, pursuant to invoice.
 - b. Unit Cost Contract. This Agreement is a Not to Exceed Cost Contract. The contract Rate includes all costs and expenses associated with the provision of the Services, inclusive of mobilization.
 - 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 September 30, 2019.
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.
 - 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.
 - 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. Permits. Contractor shall obtain all permits required by Federal, State and Local laws.
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.

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

TOOELE CITY CORPORATION
90 North Main
Tooele, Utah 84074

HANSEN ALLEN & LUCE
859 West So. Jordan Parkway, Suite 200
South Jordan, Utah 84095

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Baker, Tooele City Attorney

(Revised 02/2018)

TOOELE CITY CORPORATION

RESOLUTION 2019-10

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH HANSEN ALLEN & LUCE FOR AN UPDATE OF THE WASTEWATER COLLECTION SYSTEM MASTER PLAN.

WHEREAS, Tooele City continues to experience growth in all aspects of development, including, but not limited to, residential, commercial and industrial development; and,

WHEREAS, in order to meet the additional demand for wastewater collection and to maximize the potential for responsible development, it is necessary to perform an update to the current Wastewater Collection System Master Plan; and,

WHEREAS, the City has previously retained the engineering firm of Hansen, Allen & Luce to update the Wastewater Collection System Master Plan; and,

WHEREAS, Hansen, Allen & Luce has submitted a cost proposal of One Hundred Eighteen Thousand Dollars (\$118,000) to perform the Wastewater Collection System study requested by the City; and,

WHEREAS, the scope and services of the Wastewater Collection System study are as described in the attached Proposal dated January 2, 2019 (Exhibit "A"); and,

WHEREAS, funding for the study will be paid using revenue from the Wastewater Impact fee fund, as the study will be used help the City meet future growth demands.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that an agreement (Exhibit "B") with Hansen, Allen & Luce in the amount of One Hundred Eighteen Thousand Dollars (\$118,000) to perform the Wastewater Collection System study requested by the City is hereby approved, and that the Mayor is hereby authorized to sign the same on behalf of Tooele City.

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 _____, 2019.

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

Hansen, Allen & Luce
Engineering Proposal



SALT LAKE AREA OFFICE
859 W. South Jordan Parkway, Ste. 200
SOUTH JORDAN, UTAH 84095
PHONE: (801) 566-5599
FAX: (801) 566-5581
www.hansenallenluce.com

January 2, 2019
February 16, 2018

Mr. Paul Hansen
Tooele City Contract Engineer
90 North Main
Tooele, Utah 84074

Subject: Proposal for a Wastewater Collection System Master Plan

Dear Paul:

Hansen, Allen & Luce (HAL) appreciates the opportunity to provide this proposal for a wastewater collection system master plan. The purpose of the plan is to assess current conditions in the existing wastewater collection system, identify needed improvements, assist the City in planning for future growth and develop a list of capital facilities that will be needed in support of this future growth.

In order to implement this approach, a recommended scope of work is as follows:

SCOPE OF WORK

TASK 100 Data Collection, Flow Monitoring and Flow Characterization

Objective: The first step in the master planning process is to collect and review available existing wastewater collection system data. This will include a review of previously completed work, meeting with City personnel, and conducting flow monitoring. Based on this information, the flow will be characterized.

Activities:

1. Task 100 project management, communication and coordination.
2. Start-up meeting with Tooele City personnel. This meeting will include a review of study objectives and schedules, and will identify areas for flow monitoring. This will also include a workshop with City personnel to discuss known wastewater collection system problems and previously identified system needs.
3. Review previous studies, related literature, land use and zoning.
4. Prepare population growth estimates.

5. Perform flow monitoring at seven (7) locations for approximately one week each. The purpose of the flow monitoring is to identify typical and peak flows at key locations and to identify typical patterns and peaking factors for various types of land use. HAL will provide the flow monitoring equipment and personnel for the flow monitor program. Tooele City personnel will install the wet sensor within the pipe. It is assumed that the equipment will be installed on the first visit, with additional visits including equipment removal from one site and installation at the next site. Flow monitoring will be performed at each site sequentially. If Tooele City has flow monitoring equipment available, we expect that the time required for monitoring can be reduced.
6. Evaluate flow monitoring data. Develop average and peak hydraulic loading values for each monitored zone. Develop a diurnal pattern for modeling based on the City data or other available data.
7. Obtain paired flow and time data for the Tooele City Wastewater Treatment. Also, obtain winter water production data from Tooele City. Compare winter water production to treatment plant inflow data. Estimate infiltration/exfiltration for the City.
8. Review available precipitation data and compare to flowrates at the Tooele City Wastewater Treatment Plant. To the extent feasible, use the available data to predict storm water inflow.
9. Conduct a meeting with Tooele City personnel to present the data and discuss results of the monitoring. Alternative hydraulic loading calculation methods will be discussed. Tooele City will select the preferred method of loading for modeling and reporting.
10. Prepare a technical memorandum describing results.

Output:

- Population Growth Estimates
- Flow monitoring data and evaluation.
- Technical memorandum describing flow monitoring methods and results.

TASK 200 Existing System Model Preparation and Identification of Deficiencies

Objective: A computer model was prepared for the previous wastewater collection system master plan (HAL, 2000). Due to changes in software and technology, the existing model is no longer operable. It will be necessary to develop a new model. It is anticipated that this model will be prepared using the Autodesk

Storm and Sanitary Analysis Software. This software provides a data file for the EPA SWMM software which is publically available.

A key aspect of model development is identifying the pipe diameters, rim and flowline elevations of manholes so that slopes and hydraulic performance can be established. We located elevation information for the major lines modeled in the 2000 master plan. While the elevation information has been adequate for the modeling work thus far, we recognize that the data set has limitations and in some cases is estimated based on nearby data. We anticipate that as the modeling progresses, the City may wish to survey areas in question or areas of expanded model coverage. We understand that you may wish to use design drawings as a data source when available.

Activities:

1. Task 200 project Management, communication and coordination.
2. Receive elevation and location data on manhole, pipes, lift stations, diversions and other wastewater facilities from Tooele City. Review the data. Provide the City with a list of missing information.
3. Identify tributary areas and points of connection within the model. Typically, the tributary areas will include less than 400 equivalent residential units (depending on available data). Develop average and peak hydraulic loading rates for each area.
4. Prepare the existing conditions model. Assign hydraulic loading values to the model.
5. Perform modeling and calibration based on monitoring data. Identify deficiencies. Conduct a workshop with City personnel to discuss anticipated problems.
6. Develop alternatives to address facility deficiencies. Prepare conceptual cost estimates of facility alternatives. It is assumed that the number of selected alternatives is limited to the available budget.
7. Conduct an alternatives workshop to review alternatives and select the preferred alternative.

Output:

- Hydraulic model
- List of Deficiencies, alternative solutions and cost estimates

TASK 300 Planning Future Facilities

Objective: Once the existing conditions and facilities have been identified, future projections of wastewater production and growth areas will be prepared. Based on this planning work, future hydraulic models will be prepared and future infrastructure needs will be identified.

Activities:

1. Task 300 project Management, communication and coordination.
2. Attend a workshop with City personnel to identify areas of in-fill, redevelopment, development and expansion. The City will provide guidance as to the type of development and expected densities.
3. Prepare new anticipated sub-basin boundaries, estimated densities and project flowrates. Flowrates will be extrapolated from the existing flow studies.
4. Prepare future hydraulic models for 10 years and 40 years. Perform analysis and predict needed infrastructure.
5. Develop alternatives to address future needs. Prepare conceptual cost estimates of facility alternatives. It is assumed that the number of selected alternatives is limited by the available budget.
6. Conduct an alternatives workshop to review alternatives and select the preferred alternative.

Output:

- Land planning assumptions
- Future hydraulic models
- Future capital facilities selected preferred alternatives and cost estimates

TASK 400 Prepare Capital Facilities Plan

Objective: Prepare a capital facilities plan, a draft and a final report. Present these to the Tooele City personnel and City Council.

Activities:

1. Task 400 project management, communication and coordination.

2. Prepare a priority list of deficiency correction projects and future planning projects. Provide an estimated schedule for facility construction. Include the cost estimates.
3. Prepare a list and brief description of potential sources of funding.
4. Develop recommendations for reducing inflow and infiltration.
5. Prepare a draft report which describes methodology, results, findings, recommendations and selected alternatives. Provide a copy to Tooele City.
6. Conduct a meeting with City personnel to review the draft plan and receive comments.
7. Present the master plan at a Tooele City Council meeting.
8. Prepare the final waste water master plan report. Prepare prints. Provide to Tooele City.

Output:

- Capital Facilities Plan
- Draft and Final Reports

SCHEDULE

It is anticipated that this work can be completed within 6 month of receiving a notice to proceed.

ENGINEERING FEE

Hansen, Allen & Lucus, Inc. (HAL) proposes a professional “**not to exceed**” preliminary engineering budget of **\$118,000** (one hundred and eighteen thousand dollars) for the project. Charges to the project will be based on actual expenses in accordance with HAL’s Fee Schedule, a copy of which is attached. If less effort is required by HAL to accomplish the tasks than is anticipated, the Client will only be invoiced for the actual effort required. A spreadsheet outlining estimated costs is attached.

ASSUMPTIONS

1. Tooele City will provide data on pipe sizes, types, and elevations.
2. HAL will not monitor or evaluate the wastewater treatment plant or waste characteristics.
3. The flow monitoring will be performed with the HAL owned flowmeter. HAL will coordinate with Tooele City to determine if the City flowmeter may be used as well.

Mr. Paul Hansen
February 16, 2018
Page 6 of 6

4. The master plan is intended to provide a basis for future impact fee determinations (not included in this scope of work) and to provide the City with planning guidance. Additional work may be needed as a condition of funding assistance from funding agencies. Environmental, historical and archaeological reviews will not be performed at this level.

Please contact us if you have any questions about our proposal.

Sincerely,

HANSEN, ALLEN & LUCE, INC.

A handwritten signature in black ink that reads "Benjamin D. Miner". The signature is written in a cursive style and is positioned above a horizontal line.

Benjamin D. Miner, P.E.
Principal

**STANDARD FEE SCHEDULE
2018**

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional.....	\$179.50/hr
Managing Professional.....	\$156.50/hr
Senior Professional II.....	\$145.25/hr
Senior Professional I.....	\$136.10/hr
Professional III.....	\$126.20/hr
Professional II.....	\$113.30/hr
Professional I.....	\$105.30/hr
Professional Intern.....	\$95.10/hr
Engineering Student Intern.....	\$49.35/hr
Senior Designer.....	\$101.50/hr
Senior Field Technician.....	\$101.60/hr
Field Technician.....	\$82.55/hr
CAD Operator.....	\$82.55/hr
Secretary.....	\$60.75/hr
Professional Land Surveyor.....	\$116.70/hr
1 Man GPS Surveying Services – Surveying Technician.....	\$103.50/hr
1 Man GPS Surveying Services - PLS.....	\$137.90/hr
2 Man GPS Surveying Services - PLS.....	\$153.80/hr
Expert Legal Services.....	\$288.50/hr

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction.....	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included).....	\$46.00 per day
Vehicle.....	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project.....	Cost plus 10%
Trimble GPS Unit.....	\$130.00 per day
Drone Unit.....	\$500.00 per day plus data conversion costs
Data Logger/Transducer.....	\$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.



HAL PROPOSAL ESTIMATE



CLIENT: Tooele City
 PROJECT: 2018 Wastewater Collection System Master Plan

Pha Task #	Task Activity	Billing Period	Hours							Total Hours	Labor Cost	Communications /Office Expense	Miles Travel	Direct Expense	Expense Cost	Total HAL Cost with Contingency & Rate Inc.	Outside Expense (SEE NOTE)	COMMENT
			Principal	Manging Prof.	Sr Prof II	Sr Prof I	Prof II	Prof I	Secretary									
100 Data Collection, Flow Monitoring and Flow Characterization																		
100		1							0	\$0.00	\$0.00			\$0.00	\$0.00			
101	Project management, communication and coordination	1				4			4	\$1,026.35	\$54.00		200	\$254.00	\$1,408.39			
102	Start-up meeting	1				5			5	\$1,207.00	\$60.00	100		\$125.00	\$1,465.20			
103	Review previous work	1				8			2	\$1,299.40	\$60.00			\$60.00	\$1,495.34			
104	Population growth estimates	1				2			16	\$1,957.00	\$108.00			\$108.00	\$2,271.50			
105	Perform flow monitoring at 7 Sites	1				7			24	\$7,478.40	\$384.00	800	\$1,750.00	\$2,654.00	\$11,145.64		Flowmeter rental at \$250/week	
106	Evaluation flow monitoring results, develop diurnal	1				8			32	\$4,322.30	\$234.00			\$234.00	\$5,011.93			
107	Evaluate winter water use	1				7			24	\$3,816.00	\$192.00			\$192.00	\$4,188.80			
108	Review available precipitation data	1				8			16	\$2,773.60	\$144.00			\$144.00	\$3,209.36			
109	Progress meeting	1				5			5	\$1,207.00	\$60.00	100		\$125.00	\$1,465.20			
110	Prepare tech memo	1				2			6	\$804.00	\$48.00			\$48.00	\$1,047.20			
199	Quality Control (QC) / Quality Assurance (QA)	1	3			2			2	\$1,021.30	\$42.00			\$42.00	\$1,169.63			
SUBTOTAL HOURS/UNITS:			3	0	0	75	0	152	1	231	\$1,386.00		1000	1950	\$3,986.00	\$33,878.19	\$0.00	Subconsultant Cost
SUBTOTAL:			\$538.50	\$0.00	\$0.00	\$10,207.50	\$0.00	\$16,005.60	\$60.75		\$26,812.35	\$1,386.00	\$650.00	\$1,950.00	\$3,986.00	\$33,878.19	\$0.00	Subconsultant Cost
200 Existing System Model Preparation and Identification of Deficiencies																		
200		1							0	\$0.00	\$0.00			\$0.00	\$0.00			
201	Project management, communication and coordination	1				4			4	\$1,087.10	\$60.00			\$60.00	\$1,281.81			
202	Evaluate existing model data	1				4			8	\$1,386.80	\$72.00			\$72.00	\$1,604.88			
203	Identify tributary areas and hydraulic loading values	1				8			40	\$5,300.80	\$288.00			\$288.00	\$6,147.68			
204	Prepare existing conditions model	1				12			60	\$7,951.20	\$432.00			\$432.00	\$9,221.52			
205	Perform modeling and calibration. Identify deficiencies	1				8			20	\$3,194.80	\$168.00			\$168.00	\$3,699.08			
206	Develop alternatives and cost estimates	1				16			40	\$6,389.60	\$336.00			\$336.00	\$7,398.16			
207	Conduct alternatives workshop, select preferred alts	1				5			5	\$1,207.00	\$60.00	100		\$125.00	\$1,465.20			
299	Quality Control (QC) / Quality Assurance (QA)	1	4			2			2	\$1,200.80	\$48.00			\$48.00	\$1,373.68			
SUBTOTAL HOURS/UNITS:			4	0	0	59	0	179	2	244	\$1,464.00		100	0	\$1,529.00	\$32,171.81	\$0.00	Subconsultant Cost
SUBTOTAL:			\$718.00	\$0.00	\$0.00	\$8,029.90	\$0.00	\$18,848.70	\$121.50		\$27,718.10	\$1,464.00	\$65.00	\$0.00	\$1,529.00	\$32,171.81	\$0.00	Subconsultant Cost
300 Planning Future Facilities																		
300		1							0	\$0.00	\$0.00			\$0.00	\$0.00			
301	Project management, communication and coordination	1				4			2	\$876.50	\$48.00			\$48.00	\$1,016.95			
302	Attend planning workshop	1				5			5	\$1,207.00	\$60.00	100		\$125.00	\$1,465.20			
303	Prepare future tributary areas and flow projections	1				12			40	\$5,845.20	\$312.00			\$312.00	\$6,772.92			
304	Prepare 10-year and 40-year future models	1				12			40	\$5,845.20	\$312.00			\$312.00	\$6,772.92			
305	Develop alternatives to address growth	1				16			32	\$5,547.20	\$288.00			\$288.00	\$6,418.72			
306	Conduct alternatives workshop, select preferred alts	1				5			5	\$1,207.00	\$60.00	100		\$125.00	\$1,465.20			
399	Quality Control (QC) / Quality Assurance (QA)	1	4			2			1	\$1,095.50	\$42.00			\$42.00	\$1,251.25			
SUBTOTAL HOURS/UNITS:			4	0	0	56	0	125	2	187	\$1,122.00		200	0	\$1,252.00	\$25,163.16	\$0.00	Subconsultant Cost
SUBTOTAL:			\$718.00	\$0.00	\$0.00	\$7,621.60	\$0.00	\$13,162.50	\$121.50		\$21,823.60	\$1,122.00	\$130.00	\$0.00	\$1,252.00	\$25,163.16	\$0.00	Subconsultant Cost
400 Capital Facilities Plan																		
400		1							0	\$0.00	\$0.00			\$0.00	\$0.00			
401	Project management, communication and coordination	1				4			2	\$876.50	\$48.00			\$48.00	\$1,016.95			
402	Prepare priority list and schedule	1				12			40	\$5,845.20	\$312.00			\$312.00	\$6,772.92			
403	Prepare listing of potential funding sources	1				12			12	\$1,633.20	\$72.00			\$72.00	\$1,875.72			
404	Develop recommendations for I/I	1				4			2	\$755.00	\$36.00			\$36.00	\$870.10			
405	Prepare draft report	1				24			50	\$8,531.40	\$444.00			\$444.00	\$9,872.94			
406	Conduct progress meeting	1				5			5	\$680.50	\$30.00	100		\$95.00	\$853.05			
407	Present master plan at City Council meeting	1				5			5	\$1,207.00	\$60.00	100		\$125.00	\$1,465.20			
408	Prepare final report	1				8			12	\$2,352.40	\$120.00			\$120.00	\$2,719.64			
499	Quality Control (QC) / Quality Assurance (QA)	1	4			2			2	\$1,200.80	\$48.00			\$48.00	\$1,373.68			
SUBTOTAL HOURS/UNITS:			4	0	0	76	0	113	2	195	\$1,170.00		200	0	\$1,300.00	\$26,820.20	\$0.00	Subconsultant Cost
SUBTOTAL:			\$718.00	\$0.00	\$0.00	\$10,343.60	\$0.00	\$11,898.90	\$121.50		\$23,082.00	\$1,170.00	\$130.00	\$0.00	\$1,300.00	\$26,820.20	\$0.00	Subconsultant Cost

TOTAL HOURS BY EMPLOYEE: 15 0 0 266 0 569 7

PHASE	TASK	Labor Costs	Direct Exp Cost	Subtotal w/Contingency	Subconsultant Costs	SubTotal
100	Data Collection, Flow Monitoring and Flow Characterization	\$26,812.35	\$3,886.00	\$33,878.19	\$0.00	\$33,878.19
200	Existing System Model Preparation and Identification of Deficiencies	\$27,718.10	\$1,529.00	\$32,171.81	\$0.00	\$32,171.81
300	Planning Future Facilities	\$21,823.60	\$1,252.00	\$25,163.16	\$0.00	\$25,163.16
400	Capital Facilities Plan	\$23,082.00	\$1,300.00	\$26,820.20	\$0.00	\$26,820.20
TOTAL:		\$99,236.05	\$8,067.00	\$118,033.36	\$0.00	\$118,033.36

Exhibit B

Agreement

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and HANSEN ALLEN & LUCE of 859 West Jordan Parkway, Suite 200, South Jordan, Utah 84095, a corporation, (hereinafter "Contractor") enter into this Agreement on the 20 day of January, 2019 (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 a **Wastewater Collection System Master Plan** as outlined in the attached scope of services letter dated January 2, 2019.
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 One Hundred Eighteen Thousand Dollars (\$118,000) for fully performing the Services, pursuant to invoice.
 - b. Unit Cost Contract. This Agreement is a Not to Exceed Cost Contract. The contract Rate includes all costs and expenses associated with the provision of the Services, inclusive of mobilization.
 - 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 September 30, 2019.
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.
 - 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.
 - 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. Permits. Contractor shall obtain all permits required by Federal, State and Local laws.
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.

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

TOOELE CITY CORPORATION
90 North Main
Tooele, Utah 84074

HANSEN ALLEN & LUCE
859 West So. Jordan Parkway, Suite 200
South Jordan, Utah 84095

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Baker, Tooele City Attorney

(Revised 02/2018)

STAFF REPORT
December 31, 2018

To: Tooele City Planning Commission
Business Date: January 9, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Sunset Estates Phase 8 – Preliminary Plan Request

Application No.: P18-368
Applicant: Russ Tolbert, representing Hallmark Homes
Project Location: Approximately 400 W 2300 N
Zoning: R1-10 Residential Zone
Acreage: 10.7 Acres (466,092 ft²)
Request: Request for approval of a Preliminary Plan in the R1-10 Residential zone regarding a 24 lot single-family residential subdivision.

BACKGROUND

This application is a request for approval of a Preliminary Plan for approximately 10.7 acres located at approximately 400 W 2300 N. The property is currently zoned R1-10 Residential. The applicant is requesting that a Preliminary Plan be approved to allow for the development of the currently vacant site 10,000 square foot single-family residential lots.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Medium Density Residential land use designation for the subject property. The property has been assigned the R1-10 Residential zoning classification, supporting approximately four dwelling units per acre. The purpose of the R1-10 zone is to “provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City’s residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single family dwellings, two-family dwellings and multi-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.” The R1-10 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Medium Density Residential land use designation. To the north of the subject parcel property is zoned R1-10. Property to the east is also zoned R1-10 as are properties to the south. To the west property is zoned R1-7 Residential.

Subdivision Layout. The proposed Sunset Estates Phase 8 subdivision is proposed to consist of 24 single-family lots ranging in size from 10,000 square feet up to 14,000 square feet. The subdivision will have access to 400 West, a public right-of-way, through the existing Sunset Estates Phase 7 subdivision. Roads within the subdivision will be public rights-of-way and will stub at the eastern edge anticipating future connections.

There are double fronting lots against 400 West and 2400 North that will be required to install park strip landscaping, trees and appropriate double fronting lot fencing. City ordinance requires solid masonry fencing for double fronting lots.

There is a 1.12 acre storm water detention basin located at the north west corner and will ultimately be dedicated to Tooele City. When storm water basins like this are dedicated to Tooele City it is a requirement of the applicant to landscape the basin according to city standards prior to the City taking over ownership and maintenance of the basin. A landscape plan will need to be submitted for review during the final plat subdivision application.

Fencing. Double fronting lots are required by ordinance to have 6 foot solid masonry or pre-cast concrete fencing installed on the rear frontages.

Criteria For Approval. The procedure for approval or denial of a Subdivision Preliminary Plat request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-8 and 9 of the Tooele City Code.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Preliminary Plan submission and has issued a recommendation for approval for the request with the following proposed conditions:

1. A landscape and irrigation plan for the storm water detention basin will need to be submitted and reviewed as part of the phase 8 final plat subdivision application.
2. A landscape, irrigation and fencing plan concerning the double fronting lots along 400 West and 2400 North will need to be submitted and reviewed as part of the phase 8 final plat subdivision application.

Engineering Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Preliminary Plan submission and have issued a recommendation for approval for the request.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Preliminary Plan by Russ Tolbert, representing Hallmark Homes, application number P18-368, subject to the following conditions:

1. That all requirements of the Tooele City Engineering and Public Works Divisions shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report shall be satisfied throughout the development of the site and the construction of all buildings on the site.
5. The applicant shall submit a landscape and irrigation plan for the storm water detention basin as part of the Sunset Estates Phase 8 Final Plat Subdivision application.
6. The applicant shall submit a landscape, irrigation and fencing plan for the double fronting

lot park strips along 400 West and 2400 North as part of the Sunset Estates Phase 8 Final Plat Subdivision application.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development 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 the Sunset Estates Phase 8 Preliminary Plan Request by Russ Tolbert, representing Hallmark Homes, application number P18-368, based on the findings and subject to the conditions listed in the Staff Report dated December 31, 2018:”

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 the Sunset Estates Phase 8 Preliminary Plan Request by Russ Tolbert, representing Hallmark Homes, application number P18-368, based on the following findings:”

1. List any findings...

EXHIBIT A

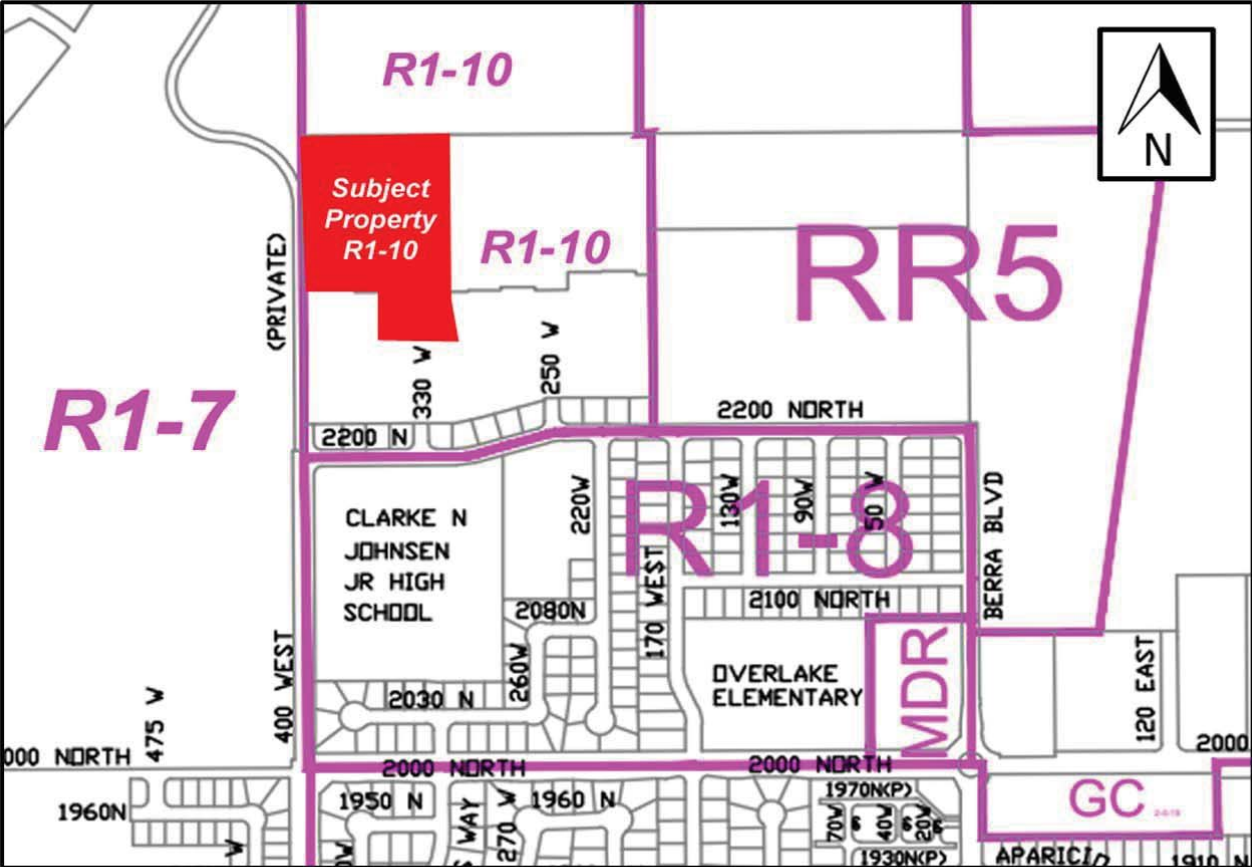
MAPPING PERTINENT TO THE SUNSET ESTATES PHASE 8, PRELIMINARY PLAN

Sunset Estates Phase 8 Preliminary Plan



Aerial View

Sunset Estates Phase 8 Preliminary Plan



Current Zoning

EXHIBIT B

PROPOSED DEVELOPMENT PLANS APPLICANT SUBMITTED INFORMATION

SUNSET ESTATES SUBDIVISION

PHASE 8
 PRELIMINARY PLAT NOT TO BE RECORDED
 LOCATED IN THE SW1/4 OF SECTION 9, T3S, R4W,
 SALT LAKE BASE & MERIDIAN
 TOOELE CITY, TOOELE COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have conducted a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, parcels, streets, and easements, and the same has, and will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

SPENCER W. LLEWELLYN
 PROFESSIONAL LAND SURVEYOR
 CERTIFICATE NO. 10516507

DATE

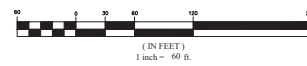
BOUNDARY DESCRIPTION

A portion of the SW1/4 of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:
 Beginning at the West 1/4 Corner of Section 9, T3S, R4W, S1/4B1/4M; thence N89°41'22"E along the 1/4 Section line 614.33 feet; thence S00°22'44"E 42.00 feet; thence S00°22'44"E 165.00 feet; thence S89°41'22"W 31.85 feet; thence S00°22'44"E 171.71 feet; thence N89°41'22"E 2.00 feet; thence S00°22'44"E 143.32 feet; thence N75°02'02"E 12.07 feet; thence S14°57'58"E 165.00 feet to the Northerly line of SUNSET ESTATES PHASE 7, according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence along said plat the following 10 (ten) courses and distances: S75°02'02"W 21.27 feet; thence S77°00'42"W 40.78 feet; thence S84°07'54"W 41.96 feet; thence S89°37'09"W 200.51 feet; thence N00°22'51"W 103.01 feet; thence N00°06'16"E 60.00 feet; thence N00°22'44"W 106.58 feet; thence S89°41'22"W 160.00 feet; thence S00°22'44"E 18.79 feet; thence S89°37'09"W 176.08 feet to the Section line; thence N00°20'00"W along the Section line 691.95 feet to the point of beginning.

Continued: 10.90 acres +/-



GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER, A DIVISION OF PACIFICORP APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER 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 FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRICAL UTILITIES SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ROCKY MOUNTAIN POWER AT 1-800-469-3981.

APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY: _____
 ROCKY MOUNTAIN POWER

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 FORTH 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 1-800-336-8532.

APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY: _____
 DOMINION ENERGY COMPANY

TITLE: _____

HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY THE TOOELE COUNTY HEALTH DEPARTMENT.

TOOELE COUNTY SURVEY DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY THE TOOELE COUNTY SURVEY DEPARTMENT.

SCHOOL DISTRICT

APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY THE TOOELE COUNTY SCHOOL DISTRICT.

COMCAST

APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY COMCAST CABLE.

FIRE CHIEF

APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY THE TOOELE CITY FIRE DEPARTMENT.

COMCAST

APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY COMCAST CABLE.

COMCAST

APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY COMCAST CABLE.

VICINITY MAP

N.T.S.

- LEGEND:
- 45 REBAR & CAP (FOCUS ENG.) TO BE SET AT ALL REAR LOT CORNERS. PIN TO BE SET AT CURB AT THE EXTENSION OF THE SIDE LOT LINES.
 - STREET MONUMENTS TO BE SET PER TOOELE COUNTY SURVEYORS SPECIFICATIONS.
 - PUBLIC UTILITY AND DRAINAGE EASEMENT (PU&DE)

Curve Table	CHORD LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	41.61	132.69	026°44'29"	31.38	S13°40'49"E	41.05
C2	24.49	330.60	064°14'58"	12.24	S87°30'07"W	24.47
C3	41.61	132.69	026°44'29"	31.38	S13°42'46"E	40.88
C4	93.54	56.50	090°04'33"	59.57	S44°39'13"W	84.29
C5	59.57	330.60	010°26'09"	28.87	S89°12'07"W	59.45
C6	40.17	230.69	071°13'17"	36.28	S08°39'27"W	39.88
C7	40.17	230.69	071°13'17"	36.28	S08°39'27"W	39.89
C8	49.12	230.69	071°13'17"	34.87	S08°39'27"W	36.87
C9	49.12	230.69	071°13'17"	34.87	S08°39'27"W	36.87
C10	75.61	162.69	026°42'42"	38.59	S13°40'49"E	74.92
C11	47.47	162.69	026°42'42"	24.17	S13°42'46"E	47.04
C12	47.47	162.69	026°42'42"	24.25	S13°40'52"W	47.18
C13	26.70	162.69	069°37'58"	13.41	S21°18'42"W	26.73
C14	48.67	162.69	071°11'22"	24.50	S08°38'47"W	48.44
C15	75.36	162.69	026°39'09"	38.39	S13°42'46"E	74.71
C16	38.65	162.69	021°42'37"	19.59	S10°11'24"E	38.42
C17	4.82	162.69	064°57'37"	4.41	S02°02'29"E	4.82
C18	46.37	29.50	090°04'33"	29.54	S44°39'13"E	41.74
C19	140.79	39.50	090°04'33"	89.61	S44°39'13"W	126.69
C20	46.37	29.50	090°04'33"	29.50	S45°00'00"E	41.72
C21	46.37	29.50	090°04'33"	29.53	S44°38'46"W	41.74
C22	46.30	29.50	089°53'47"	26.46	S45°03'45"W	41.69
C23	17.44	170.69	089°52'37"	8.73	S03°19'09"W	17.43
C24	51.06	170.69	071°13'17"	25.74	S08°39'27"W	50.99
C25	1.97	230.69	060°24'09"	1.00	S17°21'09"E	1.96
C26	51.06	170.69	071°13'17"	25.74	S08°39'27"E	50.91
C27	46.20	29.83	088°45'09"	29.16	S44°37'12"W	41.72
C28	49.52	29.50	090°11'08"	32.87	S48°32'39"W	43.91
C29	33.66	170.69	011°20'36"	16.88	S13°54'06"E	33.60
C30	36.37	300.00	014°35'07"	38.39	S82°19'56"E	36.16
C31	39.59	270.00	008°24'05"	19.83	S79°14'07"W	39.50
C32	84.00	330.00	014°35'07"	42.23	S82°19'56"E	83.78
C33	87.32	230.69	016°42'47"	33.81	S08°44'33"W	86.89
C34	49.12	230.69	071°13'17"	34.87	S08°39'27"W	48.87

- LEGEND
- BOUNDARY
 - SECTION LINE
 - EASEMENT
 - RIGHT-OF-WAY LINE
 - BUILDING FOOTPRINT
 - EXISTING PROPERTY LINE
 - SECTION MONUMENT (FOUND)
 - STREET MONUMENT (TO BE SET)
 - MONUMENT TO MONUMENT
 - MONUMENT TO BOUNDARY

PREPARED BY
FOCUS
 ENGINEERING AND SURVEYING, LLC
 2200 SOUTH 1000 WEST
 SUITE 1000
 OGDEN, UTAH 84242
 WWW.FOCUS-UTAH.COM

PARKS DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY THE TOOELE CITY PARKS DEPARTMENT

CITY ATTORNEY

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____

CITY ENGINEER

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____

COMMUNITY DEVELOPMENT

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____

COUNTY RECORDER

REVIEWED THIS _____ DAY OF _____ A.D. 20____
 BY THE TOOELE COUNTY RECORDER AS TO DESCRIPTION OF RECORD.

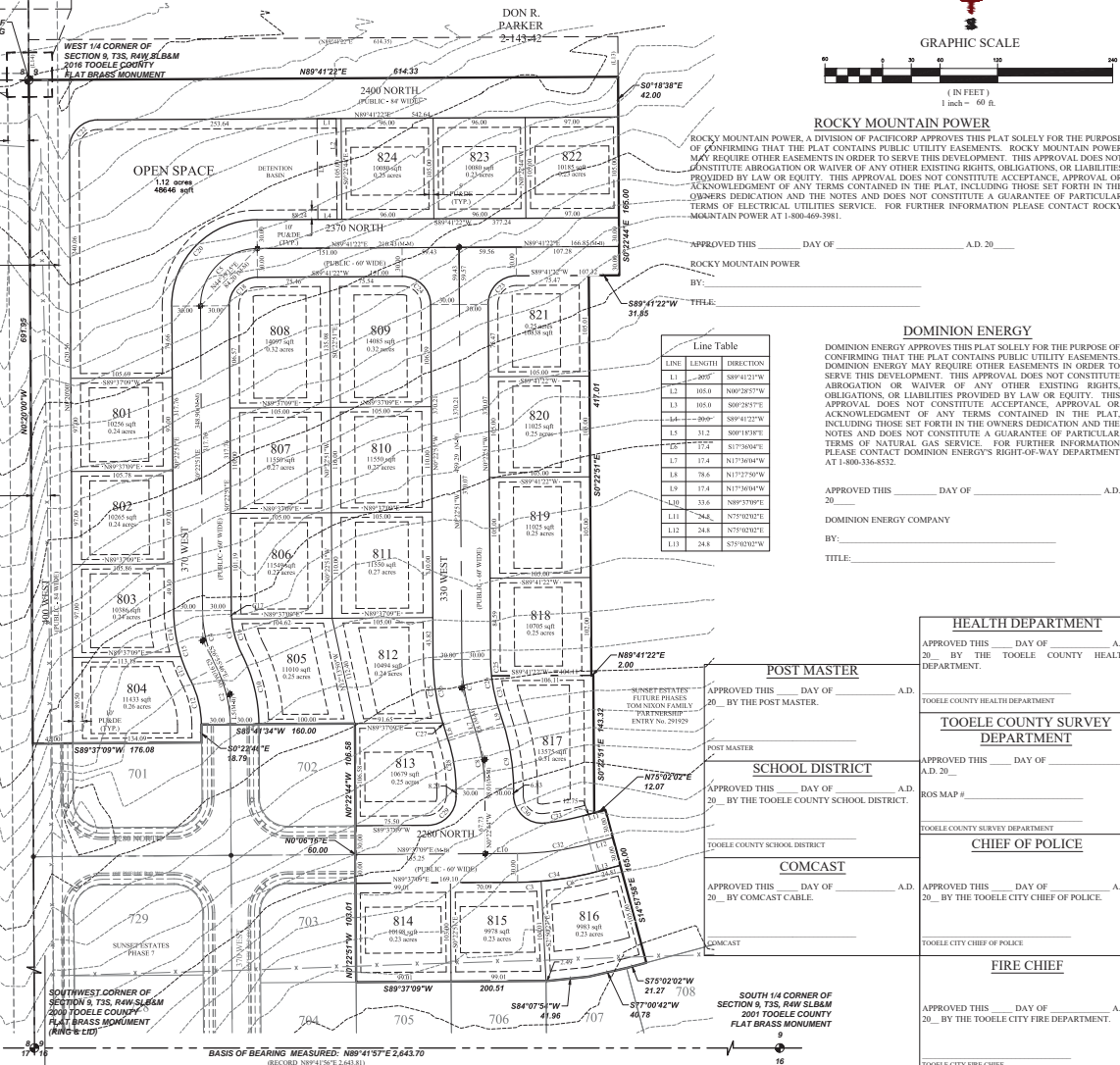
CITY COUNCIL

APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY THE TOOELE CITY COUNCIL.

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. 20____
 BY THE TOOELE CITY PLANNING COMMISSION.

ATTEST:



BASEIS OF BEARING MEASURED: N89°41'57"E 2,643.70
 (RECORD N89°41'50"E 2,643.81)

C:\Users\spencer.llewellyn\Desktop\Survey\2017\2017-13-Sunset Estates Phase 8\Map 8-13-Sunset Estates Preliminary Survey.dwg - Project 8 - 09/19/2017

STAFF REPORT

December 31, 2018

To: Tooele City Planning Commission
Business Date: January 9, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Country View Villas – Preliminary Plan Request

Application No.: P18-277
Applicant: Dave Erickson, representing Irish Creek LLC
Project Location: 1000 N 200 E
Zoning: MDR PUD Medium Density Residential zone
Acreage: 26.6 Acres (1,161,745 square feet)
Request: Request for approval of a Preliminary Plan in the MDR PUD Medium Density Residential Planned Unit Development zoning district for a 136 lot residential development.

BACKGROUND

This application is a request for approval of a Preliminary Plan for approximately 27 acres located at 1000 N 200 E. The property is currently zoned MDR PUD Medium Density Residential Zone. The applicant is requesting that a Preliminary Plan be approved to allow for the development of the currently vacant site to be subdivided into 136 lots. Each lot will eventually hold a four dwelling unit building that is exclusive to senior populations. The property does have a PUD overlay attached to it that provides reduced setbacks and lot widths.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the MDR PUD Medium Density Residential zoning classification, supporting 8 dwelling units per acre. The purpose of the **MDR** zone is to “provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City’s residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single family dwellings, two-family dwellings and multi-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.” The MDR Medium Density Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation. Properties to the north are zoned GC General Commercial and RR-5 Residential. Properties to the east and the south are zoned R1-7 Residential and properties to the west are zoned GC General Commercial and HDR High Density Residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Subdivision Layout. The preliminary plan contains 136 lots that will eventually include 1 four dwelling building for senior residents. The subdivision is laid out with lots being essentially the individual unit foot prints. The area between the lots is common area / open space that will be maintained by the

community HOA. Lots within the subdivision are permitted by the PUD provisions to be reduced to 48 feet for the conjoined units.

Access into the subdivision is primarily from 1000 North with stubs at the southern property line and at the western property line. The stub at the western property line will connect with a road that will connect to 100 East. The roads within this development will be public rights-of-way.

The development is proposed to be split in to three phases and each phase will be required to obtain final plat approval. The first final plat phase will need to be submitted within one year of preliminary plan approval or the preliminary plan approval will lapse.

There will a club house and guest parking located at the north west corner next to a storm water management pond that will be maintained by the development HOA.

Fencing. Fencing may be required along the western property line where adjacent to the Dominion Energy and Scholar Academy properties. Both properties are zoned GC General Commercial and when residential is adjacent to commercial the Planning Commission may require solid barrier style fencing.

Criteria For Approval. The procedure for approval or denial of a Subdivision Preliminary Plat request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-8 and 9 of the Tooele City Code.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Preliminary Plan submission and has issued a recommendation for approval of the request.

Engineering Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Preliminary Plan submission and have issued a recommendation for approval of the request.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Preliminary Plan by Dave Erickson, representing Irish Creek LLC, application number P18-277, subject to the following conditions:

1. That all requirements of the Tooele City Engineering and Public Works Divisions shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report shall be satisfied throughout the development of the site and the construction of all buildings on the site.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.

2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development 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 the Country View Villas Preliminary Plan Request by Dave Erickson, representing Irish Creek LLC, application number P18-277, based on the findings and subject to the conditions listed in the Staff Report dated December 31, 2018:”

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 the Country View Villas Preliminary Plan Request by Dave Erickson, representing Irish Creek LLC, application number P18-277, based on the following findings:”

1. List any findings...

EXHIBIT A

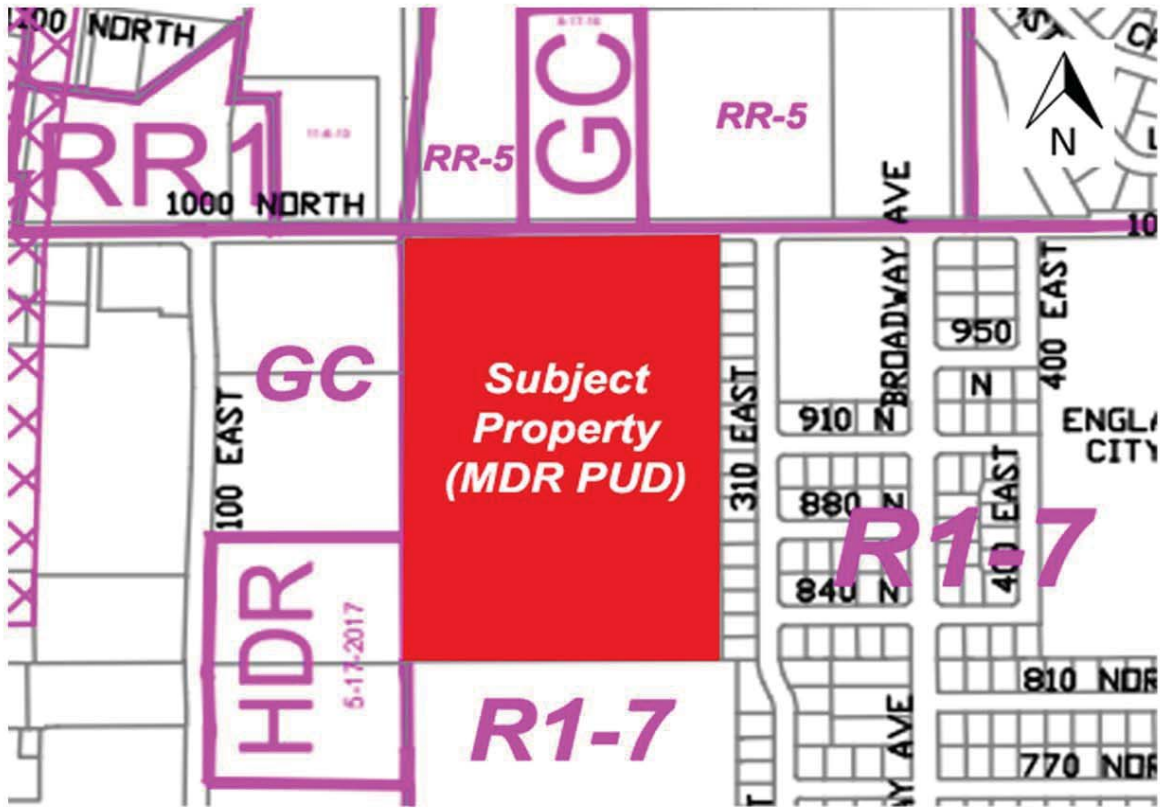
MAPPING PERTINENT TO THE COUNTRY VIEW VILLAS, PRELIMINARY PLAN

Country View Villas Subdivision Preliminary Plan



Current Zoning

Country View Villas Subdivision Preliminary Plan



Current Zoning

EXHIBIT B

PROPOSED DEVELOPMENT PLANS & APPLICANT SUBMITTED INFORMATION

COUNTRY VIEW VILLAS PRELIMINARY PLAT

A PLANNED RESIDENTIAL UNIT DEVELOPMENT
TOOELE CITY, TOOELE COUNTY, UTAH
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22
T3S, R4W, SLB&M, TOOELE COUNTY, UTAH

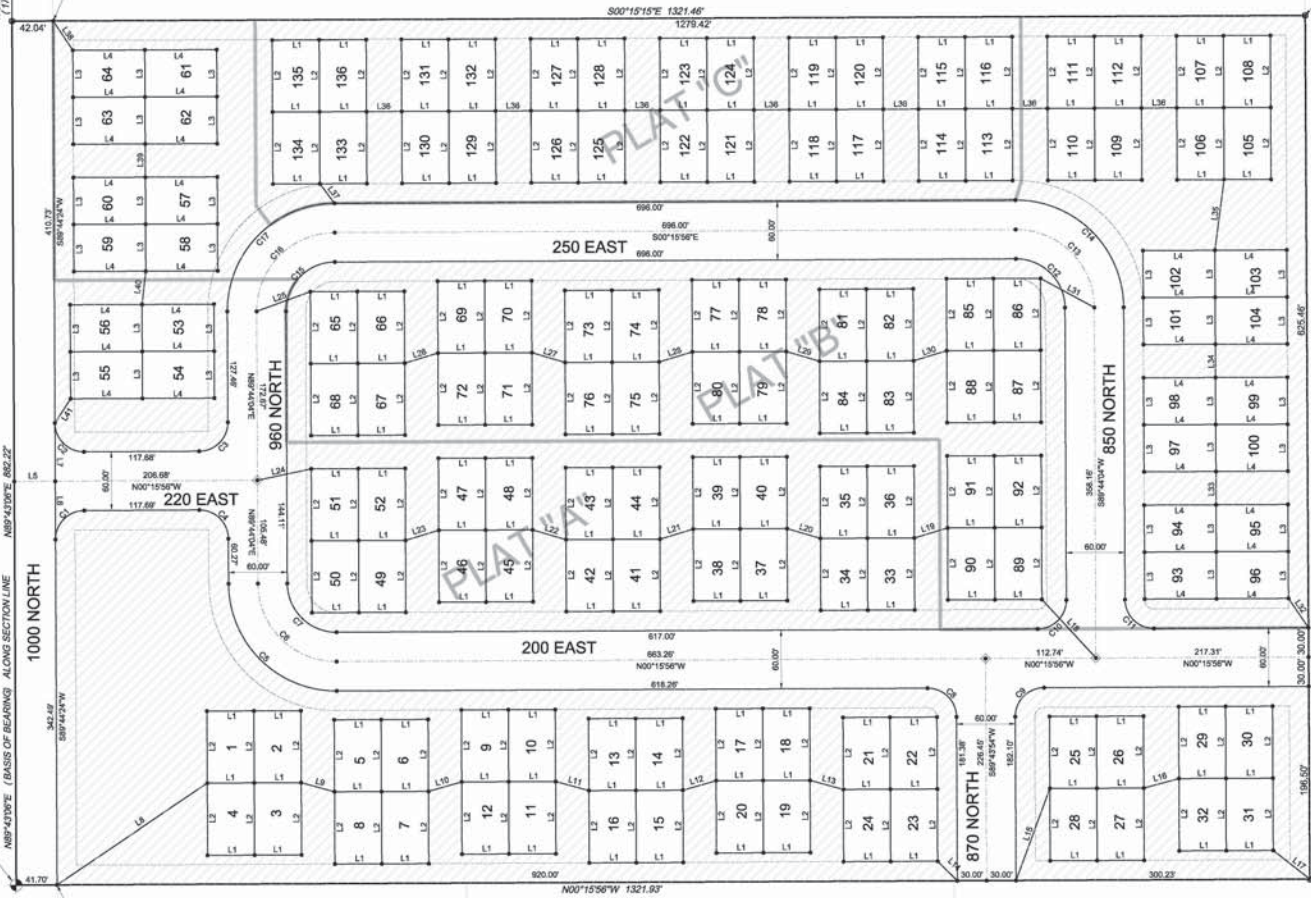
NORTH QUARTER CORNER
SECTION 22, T 3 S, R 4 W, SLB & M

1704.00' OF UNRECORDED
1104.00' OF RECORD

FOUND ENSIGN REBAR AND CAP

TOOELE ESTATES SUBDIVISION

FOUND ENSIGN REBAR AND CAP



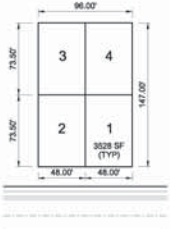
GLORIA BEVAN TRUST

805.46'

887.98'

300.23'

106.50'



STANDARD LOT SIZES
AND LOT CONFIGURATION

POINT OF BEGINNING
NORTHWEST CORNER
SECTION 22,
T 3 S, R 4 W, SLB & M

- LEGEND**
- BOUNDARY LINE
 - SETBACK LINE (PLAT EXTERIOR 20' - INTERIOR 20' TYP.)
 - - - STREET CENTER LINE
 - · - · - LOT LINE AND RIGHT OF WAY LINE
 - · - · - EXISTING RIGHT OF WAY LINE
 - ⊕ SECTION CORNER / SURVEY MONUMENT
 - ⊙ PLAT CORNER / POINT OF INTERSECTION
 - ⊕ TIE LINE TO CORNER
 - ▭ COMMON AREA / PUBLIC UTILITY EASEMENT
(P.U.E. EXCEPTS CLUBHOUSE AND POOL DECK)

PRELIMINARY PLAN - NOT TO BE RECORDED



VALLEY
LAND SURVEYING
P. (801) 616-0848
F. (801) 704-9284
surveydesign@gmail.com
553 North Rees Ave.
Spanish Fork, UT 84660

PREPARED BY
Mustang
DESIGN
791 N 100 E, SUITE 200
LEHI, UTAH 84042
OCTOBER 2018

COUNTRY VIEW VILLAS PRELIMINARY PLAT

A PLANNED RESIDENTIAL UNIT DEVELOPMENT
TOOELE CITY, TOOELE COUNTY, UTAH

SCALE 1" = 60' SHEET 2 OF 2



MUSTANG DESIGN, LLC
791 N 100 E, SUITE 200
LEHI, UTAH 84043



THIS DOCUMENT IS THE PROPERTY OF MUSTANG DESIGN, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED ON THIS DRAWING. ANY REUSE OR REPRODUCTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF MUSTANG DESIGN, LLC IS PROHIBITED.

COUNTRY VIEW VILLAS
SITE PLAN
A SENIOR RESTRICTED COMMUNITY
A PLANNED UNIT DEVELOPMENT
TOOELE, UTAH

PROJ # 3017000
CAD FILE: 3017000SP01.dwg
DRAWN BY: MJJ
DESIGN BY: MJJ
CHECKED BY: HJC
SCALE OF SHEET
HOR SCALE: 1" = 80'
VER SCALE: 1" = 40'
SHEET
SP01
OF
1

PLAT C NOTE:
PLAT C MAY BE CONSTRUCTED AS SENIOR UNITS OR SINGLE FAMILY LOTS. THE CONFIGURATION OF PLAT C WILL BE DETERMINED BEFORE PLAT B STARTS CONSTRUCTION SO THAT THE SERVICE CONNECTIONS IN 250 EAST WILL BE APPROPRIATELY CONSTRUCTED BEFORE ROAD CONSTRUCTION.

CROSS HATCHED AREA REPRESENTS 20' STRUCTURALLY REINFORCED FIRE LANE, 3" ASPHALT ON 8" ROADBASE (TYP).

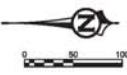
R1-7



VICINITY MAP



PRELIMINARY PLAN - NOT TO BE RECORDED

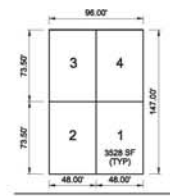


LEGEND

- BOUNDARY LINE
- - - SETBACK LINE
- - - STREET CENTER LINE
- - - LOT LINE AND RIGHT OF WAY LINE

AREA TABULATIONS

P.U.D. AREA DESCRIPTION	ACRES	% OF TOTAL
RIGHT-OF-WAY DEDICATION	5.15	19.2
RESIDENTIAL LOT AREAS (136 UNITS)	11.02	41.2
OPEN SPACE (DOES NOT INCLUDE HOA LANDSCAPED AREA IN LOTS & RW, BUT DOES INCLUDE CLUBHOUSE, POOL AREA, DRIVEWAYS & DETENTION POND AREA)	10.60	39.8
PROJECT TOTAL (839 UNITS PER ACRE, DISCOUNTING RW)	26.764	100
TOTAL LANDSCAPE AREAS (INCLUDES IRRIGABLE AREAS IN LOTS AND RIGHT-OF-WAY)	9.79	



STANDARD LOT SIZES AND LOT CONFIGURATION

NOTE: FINAL CONFIGURATION OF PHASE 3 WILL BE DETERMINED BEFORE CONSTRUCTION BEGINS FOR PHASE 2.



A LEISURE VILLAS, INC. DEVELOPMENT
BRIAN LINDSTROM (PRESIDENT)
791 N 100 E, SUITE 100, LEHI, UT 84043
PROJECT ENGINEER: JARED CHRISTENSEN, P.E.
PROJECT DESIGNER: MARK JOHNSON
PROJECT SURVEYOR: DAN KNOWLTON JR., P.L.S.

TOOELE CITY CORPORATION

RESOLUTION 2019-07

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT FOR TAX INCREMENT PARTICIPATION WITH THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, (“RDA”) FOR THE 1000 NORTH RETAIL COMMUNITY REINVESTMENT PROJECT AREA, AND AUTHORIZING THE MAYOR TO SIGN THE SAME.

WHEREAS, the RDA was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment RDA Act, Title 17C of the Utah Code Annotated, as amended from time to time (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting Tooele City in development activities that are likely to advance the policies, goals, and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety, and welfare of its citizens; and,

WHEREAS, the RDA has created the 1000 North Community Reinvestment Project Area (the “Project Area”), through the adoption of the 1000 North Community Reinvestment Project Area Plan (the “Project Area Plan”), located within Tooele County; and,

WHEREAS, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the RDA and the City, into a mixed use commercial and affordable residential development. The RDA has not entered into any participation or development agreements with participants but anticipates that prior to development of the Project Area, the RDA may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed, using, in part, increased property tax revenues, referred to as “Tax Increment”, generated from the Project Area; and,

WHEREAS, the City proposes to enter into an Interlocal Agreement with the RDA, pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13; and,

WHEREAS, as explained further in the Project Area Plan, the RDA and/or participant(s) will incur significant costs and expenses relating to land assembly and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and,

WHEREAS, the RDA has requested that the City, the School District, and other taxing entities within the Project Area participate in the promotion of development in the Project

Area by agreeing to remit to the RDA for a specified period of time specified portions of the Tax Increment which will be generated from within the Project Area; and,

WHEREAS, the City has determined to remit such payments to the RDA, as specified herein, in order to permit the RDA to leverage private development of the Project Area; and,

WHEREAS, RS Contract Management, an independent consulting firm with substantial experience regarding community development projects and tax increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of tax increment within the Project Area; and,

WHEREAS, the RDA has prepared the 1000 North Community Reinvestment Project Area Budget (the "Project Area Budget"), which, generally speaking, outlines the anticipated generation, payment, and use of tax increment within the Project Area:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Interlocal Agreement attached as Exhibit A is hereby approved and that the Mayor is hereby authorized to execute the same.

This Resolution shall take effect immediately upon approval.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Interlocal Agreement: City-RDA

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into effective as of _____, 2019, by and between **REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH** a political subdivision of the State of Utah (the “**Agency**”), and **TOOELE CITY CORPORATION**, a Utah municipal corporation and charter city (the “**City**”) as follows:

Recitals

A. The Agency was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated (the “**Act**” as amended from time to time), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting the City in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens.

B. This Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13 (the “**Cooperation Act**”).

C. WHEREAS, the Agency has created the 1000 North Retail Community Reinvestment Project Area (the “**Project Area**”), through the adoption of the 1000 North Retail Community Reinvestment Project Area Plan (the “**Project Area Plan**”), located within the City, the boundaries of which Project Area are described in Exhibit “A” attached hereto and incorporated herein by this reference; and

D. WHEREAS, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency, into a mixed use commercial and residential development. The Agency has not entered into any participation or development agreements with Participants but anticipates that prior to development of the Project Area, the Agency may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more Participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property tax revenues, referred to as “**Tax Increment**”, generated from the Project Area; and

E. As explained further in the Project Area Plan, the Agency and/or Participant(s) will incur significant costs and expenses relating to land assembly and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and

F. The Agency has requested that the City, the City, and other taxing entities within the Project Area, participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the Tax Increment which will be generated from within the Project Area.

G. The City has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and

H. RS Contract Management, an independent consulting firm with substantial experience regarding community development projects and Tax Increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of Tax Increment within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit “B”.

I. The Agency has prepared the 1000 North Retail Community Reinvestment Project Area Budget (the “**Project Area Budget**”), a copy of which is attached as Exhibit “C”, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area (for

purposes of clarification, the Project Area Budget is provided in form only, it being acknowledged that the Project Area Budget is not statutorily required as provided under Section 17C-4-204 of the Act, and the Agency may amend the Project Area Budget from time to time in its discretion, subject to the provisions of the Act and this Agreement).

Agreement Terms

1. **Tax Increment.** This Agreement refers to “**Tax Increment**” which is a term defined by Utah Code Ann. § 17C-1-102(60) (2018). The term tax increment has the same meaning as defined by that statute (as amended, replaced or superseded from time to time). The parties acknowledge that tax increment generally refers to the additional *ad valorem* tax revenues generated by the increase in value of taxable real and personal property within the Project Area resulting from new development and improvements on real property located within the Project Area. The City has determined to allow the Agency to receive and retain specified portions of the City’s portion of Tax Increment (the “**City’s Tax Increment Share**”) in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the Participant(s) administration and development of the Project Area, including for administration costs and costs for the construction and installation of infrastructure improvements and other development related costs, expenses, and incentives needed to serve the Project Area, to the fullest extent permitted by the Act.

2. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), is 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Tooele City assessment rolls for all property located within the Project Area.

3. **Agreement(s) with Participant(s).** The Agency is authorized, in the Agency’s sole discretion, to enter, or not enter, into one or more agreements with one or more Participants which may provide for the payment of certain amounts of Tax Increment, including the portion of the City’s Tax Increment Share paid to the Agency, (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the Participant(s), conditional upon the Participant(s)’s meeting of certain performance measures as outlined in said agreement. Any such agreement shall be consistent with the terms and conditions of this Agreement and shall require as a condition of payment to the Participant that the Participant, or other owner(s) of the Property, as applicable, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

4. **Payment Timeline.** The first year (“**Year One**”) of payment of the City’s Tax Increment Share shall be determined by the Agency. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Twenty. The Agency may trigger the collection of the City’s Tax Increment Share by timely delivering a letter or other written request to the Tooele City Finance Department Director.

5. **Payment to Agency.** Subject to Section 7 below, the City agrees that Tooele County shall remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Twenty, 100% of the City’s Tax Increment Share. Tooele County is authorized and instructed to pay 100% of the City’s Tax Increment Share directly to the Agency annually for each of Years One through Twenty inclusive. Subject to Section 7 below, the Agency may use the City’s Tax Increment Share for any of the purposes set forth in the Project Area Plan and Project Area Budget (as such may be amended from time to time under the applicable provisions of the Act).

6. **Rebate to City.** Before expending any of the City’s Tax Increment Share received annually, the Agency must first pay to the City an amount equal to 25.0% of the City’s Tax Increment Share received by the Agency. The intent of this paragraph is that the Agency will ultimately retain 75.0% of the City’s Tax Increment Share.

7. **Maximum Retained Increment.** Despite anything in this Agreement to the contrary, the Agency will not retain, on a cumulative basis, more than \$2,000,000 of the City's Tax Increment Share. To be clear, the amount "retained" is the amount kept by the Agency after rebating the amounts due under Section 7 above. If the Agency receives more than \$2,000,000 that the Agency would otherwise be authorized to retain, then the Agency must promptly (i) pay to the City the amount in excess of the permitted \$2,000,000 cap, and (ii) notify Tooele City that the Agency's right to receive any further payment of the City's Tax Increment Share under this Agreement has terminated. The City makes no guarantee or assurance that \$2,000,000 of the City's Tax Increment Share will be available for the Agency to retain; the \$2,000,000 amount is solely a maximum collection cap, not a guaranteed amount.

8. **Property Tax Revenue/Rate Increase.** This Agreement provides for the payment of Tax Increment collected from the Project Area by Tooele County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County on behalf of the County from the Project Area. Unless the City specifically consents in writing through an amendment to this Agreement or in a separate agreement, the Parties agree that the Agency will not be entitled to any portion of Tax Increment resulting from an increase in the tax rate of the City's tax levies that occurs after the Base Tax Year that is attributable to a tax rate increase enacted pursuant to the requirements of Utah Code Ann. § 59-2-919 (i.e., a Truth-in-Taxation tax rate increase); however, the rate attributable to the issuance of bonds is not considered a tax rate increase, and therefore the Agency will be entitled to that portion of Tax Increment resulting from bond levies, even if such levies were or are enacted after the Base Tax Year.

9. **No Independent Duty.** The City shall have no independent duty to pay any amount to the Agency other than to direct and cause the County to pay to the Agency the City's Tax Increment Share on an annual basis from and including Year One through and including Year Twenty.

10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to the City:

Tooele City
Attn: Mayor
90 N Main Street
Tooele UT 84074

If to Agency:

Tooele City RDA
Attn: Executive Director
90 N Main Street
Tooele UT 84074

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement, including the recitals, is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by both parties, executed by an agent duly authorized to do so, or as otherwise expressly permitted herein. This Agreement, including the recitals, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Tooele City, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the City cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to Participant(s), or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, then the Agency, and the City shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
23. **Duration.** This Agreement shall terminate upon the first to occur of either (i) the final payment of Tax Increment to the Agency for Year Twenty, or (ii) the Agency has retained, as provided in Sections 6 and 7 *above*, the amount of \$3,800,000.00 from the City's Tax Increment Share.
24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to Participants in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2043.
26. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
 - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
 - d. The Redevelopment Director of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;
 - e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement;
 - f. Immediately after execution of this Agreement by both parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act; and
 - g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Cooperation Agreement on the day specified above.

City: TOOELE CITY CORPORATION

Attest:

By: _____
Mayor

City Recorder

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for City

Agency: REDEVELOPMENT AGENCY OF TOOELE CITY,
UTAH

Attest:

By: _____
Executive Director

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Project Area Description

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

TOOELE CITY CORPORATION

RESOLUTION 2019-08

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT FOR TAX INCREMENT PARTICIPATION WITH THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, (“RDA”) FOR THE BROADWAY COMMUNITY DEVELOPMENT PROJECT AREA, AND AUTHORIZING THE MAYOR TO SIGN THE SAME.

WHEREAS, the RDA was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment RDA Act, Title 17C of the Utah Code Annotated, as amended from time to time (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting Tooele City in development activities that are likely to advance the policies, goals, and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety, and welfare of its citizens; and,

WHEREAS, the RDA has created the Broadway Community Development Project Area (the “Project Area”), through the adoption of the Broadway Community Development Project Area Plan (the “Project Area Plan”), located within Tooele County; and,

WHEREAS, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the RDA and the City, into a mixed use commercial and affordable residential development. The RDA has not entered into any participation or development agreements with participants but anticipates that prior to development of the Project Area, the RDA may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed, using, in part, increased property tax revenues, referred to as “Tax Increment”, generated from the Project Area; and,

WHEREAS, the City proposes to enter into an Interlocal Agreement with the RDA, pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13; and,

WHEREAS, as explained further in the Project Area Plan, the RDA and/or participant(s) will incur significant costs and expenses relating to land assembly and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and,

WHEREAS, the RDA has requested that the City, the School District, and other taxing entities within the Project Area participate in the promotion of development in the Project

Area by agreeing to remit to the RDA for a specified period of time specified portions of the Tax Increment which will be generated from within the Project Area; and,

WHEREAS, the City has determined to remit such payments to the RDA, as specified herein, in order to permit the RDA to leverage private development of the Project Area; and,

WHEREAS, RS Contract Management, an independent consulting firm with substantial experience regarding community development projects and tax increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of tax increment within the Project Area; and,

WHEREAS, the RDA has prepared the Broadway Community Development Project Area Budget (the "Project Area Budget"), which, generally speaking, outlines the anticipated generation, payment, and use of tax increment within the Project Area:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Interlocal Agreement attached as Exhibit A is hereby approved and that the Mayor is hereby authorized to execute the same.

This Resolution shall take effect immediately upon approval.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Interlocal Agreement:
City-RDA

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into effective as of _____, 2019, by and between **REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH** a political subdivision of the State of Utah (the “Agency”), and **TOOELE CITY CORPORATION**, a Utah municipal corporation and charter city (the “City”) as follows:

Recitals

- A. The Agency was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated (the “Act” as amended from time to time), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting the City in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens.
- B. This Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13 (the “Cooperation Act”).
- C. WHEREAS, the Agency has created the Broadway Community Development Project Area (the “Project Area”), through the adoption of the Broadway Community Development Project Area Plan (the “Project Area Plan”), located within the City, the boundaries of which Project Area are described in Exhibit “A” attached hereto and incorporated herein by this reference; and
- D. WHEREAS, the Project Area contains parcels of property that are vacant and underutilized, which are anticipated to be developed, with encouragement and planning by the Agency, into a residential development. The Agency has not entered into any participation or development agreements with Participants but anticipates that prior to development of the Project Area, the Agency may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more Participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property tax revenues, referred to as “Tax Increment”, generated from the Project Area; and
- E. As explained further in the Project Area Plan, the Agency and/or Participant(s) will incur significant costs and expenses relating to land assembly and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and
- F. The Agency has requested that the City, the City, and other taxing entities within the Project Area, participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the Tax Increment which will be generated from within the Project Area.
- G. The City has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and
- H. RS Contract Management, an independent consulting firm with substantial experience regarding community development projects and Tax Increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of Tax Increment within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit “B”.
- I. The Agency has prepared the Broadway Community Development Project Area Budget (the “Project Area Budget”), a copy of which is attached as Exhibit “C”, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area (for purposes of clarification, the Project Area Budget is provided in form only, it being acknowledged that the Project Area Budget is

not statutorily required as provided under Section 17C-4-204 of the Act, and the Agency may amend the Project Area Budget from time to time in its discretion, subject to the provisions of the Act and this Agreement).

Agreement Terms

1. **Tax Increment.** This Agreement refers to “**Tax Increment**” which is a term defined by Utah Code Ann. § 17C-1-102(60) (2018). The term tax increment has the same meaning as defined by that statute (as amended, replaced or superseded from time to time). The parties acknowledge that tax increment generally refers to the additional *ad valorem* tax revenues generated by the increase in value of taxable real and personal property within the Project Area resulting from new development and improvements on real property located within the Project Area. The City has determined to allow the Agency to receive and retain specified portions of the City’s portion of Tax Increment (the “**City’s Tax Increment Share**”) in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the Participant(s) administration and development of the Project Area, including for administration costs and costs for the construction and installation of infrastructure improvements and other development related costs, expenses, and incentives needed to serve the Project Area, to the fullest extent permitted by the Act.

2. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), is 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Tooele City assessment rolls for all property located within the Project Area.

3. **Agreement(s) with Participant(s).** The Agency is authorized, in the Agency’s sole discretion, to enter, or not enter, into one or more agreements with one or more Participants which may provide for the payment of certain amounts of Tax Increment, including the portion of the City’s Tax Increment Share paid to the Agency, (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the Participant(s), conditional upon the Participant(s)’s meeting of certain performance measures as outlined in said agreement. Any such agreement shall be consistent with the terms and conditions of this Agreement and shall require as a condition of payment to the Participant that the Participant, or other owner(s) of the Property, as applicable, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

4. **Payment Timeline.** The first year (“**Year One**”) of payment of the City’s Tax Increment Share shall be determined by the Agency. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Ten. The Agency may trigger the collection of the City’s Tax Increment Share by timely delivering a letter or other written request to the Tooele City Finance Department Director.

5. **Payment to Agency.** Subject to Section 7 below, the City agrees that Tooele County shall remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Ten, 100% of the City’s Tax Increment Share. Tooele County is authorized and instructed to pay 100% of the City’s Tax Increment Share directly to the Agency annually for each of Years One through Ten inclusive. Subject to Section 7 below, the Agency may use the City’s Tax Increment Share for any of the purposes set forth in the Project Area Plan and Project Area Budget (as such may be amended from time to time under the applicable provisions of the Act).

6. **Rebate to City.** For Years One- Year 5, the Agency shall retain 100% of the City’s Tax Increment share for any of the purposes set forth in the Project Area Plan and Project Area Budget (as such may be amended from time to time under the applicable provisions of the Act.) for Years 6- Year 10, The Agency shall pay the City an amount equal to 50% of the City’s Tax Increment share.

7. **Maximum Retained Increment.** Despite anything in this Agreement to the contrary, the Agency will not retain, on a cumulative basis, more than \$125,000 of the City's Tax Increment Share. To be clear, the amount "retained" is the amount kept by the Agency after rebating the amounts due under Section 7 *above*. If the Agency receives more than \$125,000 that the Agency would otherwise be authorized to retain, then the Agency must promptly (i) pay to the City the amount in excess of the permitted \$125,000 cap, and (ii) notify Tooele City that the Agency's right to receive any further payment of the City's Tax Increment Share under this Agreement has terminated. The City makes no guarantee or assurance that \$125,000 of the City's Tax Increment Share will be available for the Agency to retain; the \$125,000 amount is solely a maximum collection cap, not a guaranteed amount.

8. **Property Tax Revenue/Rate Increase.** This Agreement provides for the payment of Tax Increment collected from the Project Area by Tooele County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County on behalf of the County from the Project Area. Unless the City specifically consents in writing through an amendment to this Agreement or in a separate agreement, the Parties agree that the Agency will not be entitled to any portion of Tax Increment resulting from an increase in the tax rate of the City's tax levies that occurs after the Base Tax Year that is attributable to a tax rate increase enacted pursuant to the requirements of Utah Code Ann. § 59-2-919 (i.e., a Truth-in-Taxation tax rate increase); however, the rate attributable to the issuance of bonds is not considered a tax rate increase, and therefore the Agency will be entitled to that portion of Tax Increment resulting from bond levies, even if such levies were or are enacted after the Base Tax Year.

9. **No Independent Duty.** The City shall have no independent duty to pay any amount to the Agency other than to direct and cause the County to pay to the Agency the City's Tax Increment Share on an annual basis from and including Year One through and including Year Twenty.

10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to the City:

Tooele City
Attn: Mayor
90 N Main Street
Tooele UT 84074

If to Agency:

Tooele City RDA
Attn: Executive Director
90 N Main Street
Tooele UT 84074

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement, including the recitals, is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by both parties, executed by an agent duly authorized to do so, or as otherwise expressly permitted herein. This Agreement, including the recitals, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Tooele City, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the City cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to Participant(s), or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, then the Agency, and the City shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
23. **Duration.** This Agreement shall terminate upon the first to occur of either (i) the final payment of Tax Increment to the Agency for Year Twenty, or (ii) the Agency has retained, as provided in Sections 6 and 7 *above*, the amount of \$3,800,000.00 from the City's Tax Increment Share.
24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to Participants in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2043.
26. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
 - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
 - d. The Redevelopment Director of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;
 - e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement;
 - f. Immediately after execution of this Agreement by both parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act; and
 - g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Cooperation Agreement on the day specified above.

City: TOOELE CITY CORPORATION

Attest:

By: _____
Mayor

City Recorder

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for City

Agency: REDEVELOPMENT AGENCY OF TOOELE CITY,
UTAH

Attest:

By: _____
Executive Director

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Project Area Description

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget