

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, August 18, 2021, at the hour of 7:00 p.m. The meeting will be held at the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah.

We encourage you to join the City Council meeting electronically by logging on to the Tooele City Facebook page at <https://www.facebook.com/tooelecity>. If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecity.org anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Public Comment Period**
4. **Public Hearing and Motion on Ordinance 2021-22** An Ordinance of Tooele City Amending Tooele City Code Sections 7-26-1 and 7-26-2 Regarding the Conveyance of Water Rights for New Development
Presented by Roger Baker City Attorney, and Paul Hansen City Engineer
5. **Ordinance 2021-29** An Ordinance of Tooele City Amending Tooele City Code Section 4-8-2 Regarding Arc Radii for Intersecting Right-of-Way Boundaries
Presented by Paul Hansen, City Engineer
6. **Primary Vote Canvass**
Presented by Michelle Pitt, City Recorder
7. **Resolution 2021-82** A Resolution of the Tooele City Council Approving Insurance Coverage for Insurance Period 2021-2022
Presented by Michelle Pitt, City Recorder
8. **Resolution 2021-85** A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Shops)
Presented by Michelle Pitt, City Recorder
9. **Resolution 2021-84** A Resolution of the Tooele City Council Approving an Agreement with Pine Tree Construction for Pavilions at England Acres Park and Wigwam Park
Presented by Darwin Cook, Parks and Recreation Director
10. **Resolution 2021-83** A Resolution of the Tooele City Council Approving an Agreement with the Center for Public Safety Management LLC to Perform a Comprehensive Analysis of Fire Services in Tooele City
Presented by Mayor Debbie Winn
11. **Subdivision Preliminary Plan Request** by DR Horton, Inc., for the Western Acres Subdivision, Phase 1 Located at Approximately 1900 North Copper Canyon Drive in the MR-16 PUD Multi-Family Residential Zoning District on 12.5 Acres to Create 130 Townhome Lots
Presented by Jim Bolser, Community Development Director

12. **Minutes**

13. **Invoices**

14. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2113 or michellep@tooelecity.org, Prior to the Meeting.

TOOELE CITY CORPORATION

ORDINANCE 2021-22

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTIONS 7-26-1 AND 7-26-2 REGARDING THE CONVEYANCE OF WATER RIGHTS FOR NEW DEVELOPMENT.

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah's charter cities broad legislative and executive authority independent of the State Legislature, and reads in pertinent part as follows:

Each city forming its charter under this section shall have, and is hereby granted, the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law, and no enumeration of powers in this constitution or any law shall be deemed to limit or restrict the general grant of authority hereby conferred; but this grant of authority shall not include the power to regulate public utilities, not municipally owned, if any such regulation of public utilities is provided for by general law, nor be deemed to limit or restrict the power of the Legislature in matters relating to State affairs, to enact general laws applicable alike to all cities of the State.

WHEREAS, Utah Code Section 10-8-84(1) provides broad legislative enabling authority to Utah municipalities, as follows:

The municipal legislative body may pass all ordinances and rules, and make all regulations, not repugnant to law, necessary for carrying into effect or discharging all powers and duties conferred by this chapter, and as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city.

WHEREAS, Utah Code Section 10-9a-508(1) authorizes Utah municipalities to make exactions on developments proportionate to their impacts upon municipalities, and reads as follows:

A municipality may impose an exaction or exactions on development proposed in a land use application, including, subject to Subsection (3), an exaction for a water interest, if: (a) an essential link exists between a legitimate governmental interest and each exaction; and (b) each exaction is roughly proportionate, both in nature and extent, to the impact of the proposed development.

WHEREAS, Tooele City Code Chapter 7-26 codifies Tooele City's water rights exaction and conveyance policy ("Water Exaction") and requires all developers to convey water rights sufficient for their developments. Section 7-26-1 reads as follows:

Intent. It is intended that all applicants requesting annexation of land into Tooele City for residential development, all applicants requesting that property already within the boundaries of the City rezone the property to a higher density or more intensive use which increases the need for water service from the City, all applicants requesting the subdivision of land, and all applicants requesting a development permit shall provide water rights in an amount sufficient to satisfy the anticipated future water needs of the respective proposed development to be served and supplied by the City water system as provided in this Chapter. Satisfaction of this water rights acquisition policy and the accompanying conveyance requirements shall be considered as a condition to and requirement of approval for all such applications.

WHEREAS, TCC Section 7-26-2 defines the quantity of water rights, measured in acre-feet, required for development under the Water Exaction. For residential development, the requirement is 0.45 acre-feet of fully-depletable water rights for each dwelling unit interior, and 4.00 acre-feet of diversion for every 1.00 acre (43,560 square-foot) of irrigable land. By way of illustration, a dwelling unit on a 10,000 square-foot lot would require 1.00 acre-foot of water rights (0.45 acre-feet per dwelling unit interior + 0.55 acre-feet per 10,000 square-foot lot); and,

WHEREAS, Rules 309-510-7 (Source Sizing) and 309-510-8 (Storage Sizing) of the Utah Administrative Code establish the State's general rule for sizing a community water system. In these rules, the indoor equivalent residential connection (ERC) flow requirement is established at 400 gallons per day (GPD) for average yearly demand (146,000 gallons per year), which is equivalent to 0.45 acre-feet per year. The peak day demand is established at 800 GPD, or 0.90 acre-feet. (See Rule 309-510-7 Table 510-1 and Rule 309-510-8 Table 510-4.) And,

WHEREAS, Tooele City has enacted for its Water Exaction the State standards established by Rules 309-510-7 and -8 (see TCC Section 7-26-2); and,

WHEREAS, the Utah Division of Water Rights continues to use the 0.45 acre-foot indoor standard in its water right determinations and the 4.0 acre-foot/acre duty for outside irrigation. (See the Division of Water Rights diversion/depletion calculator at <https://waterrights.utah.gov/automm/calculator.asp>); and,

WHEREAS, given that Tooele City owns and operates a full-use water reclamation facility, the Division of Water Rights has imposed upon the City the additional requirement that all interior use water allow 100% depletion (meaning that all the water coming out of the taps may be fully consumed, and that none needs to be returned to the hydrologic system); and,

WHEREAS, UCA Section 19-4-114 requires the State to establish minimum sizing requirements (“Requirements”) for a community drinking water system, such as Tooele City’s culinary water system. The Requirements are to be based on at least the most recent three years of a community water system’s actual water use data, and are to consider (among other things) fire storage capacity, system losses (including leakage), and other system-specific conditions affecting infrastructure needs. And,

WHEREAS, on May 19, 2021, the City Council approved Ordinance 2021-14 and adopted the 2021 Tooele City Drinking Water System Master Plan (“Master Plan”), prepared by the engineering firm of Hansen Allen & Luce, the primary purpose of which Master Plan was to address the Requirements; and,

WHEREAS, the Master Plan does not address the Water Exaction; and,

WHEREAS, beyond the factors required by UCA Section 19-4-114, Hansen Allen & Luce considered these additional factors in conducting its analyses and reaching its Master Plan recommendations: water conservation measures and their relative effectiveness; prolonged drought and other climatic conditions; the effects of Utah’s severe housing shortage; the need for storage redundancies; landscaping expansion and upgrades; and, peak day demand; and,

WHEREAS, Tooele City acknowledges that while there is a relationship between the two units of measurement, gallons-per-day and acre-feet, with their units being convertible one to another, there is not necessarily a direct correlation between acre-feet and a community’s water system minimum sizing, or, in other words, no direct correlation between the Water Exaction and the Requirements. The Requirements are set based on usage data and many other considerations, but a community water system is not sized based on the number of acre-feet conveyed to the City pursuant to the Water Exaction, the number of acre-feet possessed by the City, or the amount of water any landowner is entitled to use to irrigate the land. Further, the Requirements are based on water usage data while the Water Exaction is based on land use approval entitlement and how much water could reasonably be used for a given land use application. And,

WHEREAS, no practical method exists to compare actual indoor water usage with potential or entitlement indoor water usage (i.e., whether someone washed their dishes or clothes on any given day), while there are practical and objective methods to compare actual outdoor irrigation water usage with potential outdoor irrigation water usage (i.e., whether lawns are green); and,

WHEREAS, the principal reliable indoor water usage data the City possesses or can gather are contained in the Master Plan; and,

WHEREAS, the City (and other Utah municipalities) has faced and is facing legal challenges to the Water Exaction from developers, who claim that (1) water usage data in municipal water master plans not only dictates system sizing but also dictates the upper

limit of water rights exactions, despite the information provided in the above Recitals, and that (2) any exaction of water rights over and above that water usage data is a taking of land interests that must be justly compensated by the City under the Fifth Amendment to the United States Constitution; and,

WHEREAS, litigation is an extremely costly expenditure of taxpayer revenues with no sure outcomes, regardless of the merits of one's legal posture; and,

WHEREAS, by Release and Settlement Agreement dated May 25, 2021, approved by Resolution 2021-56 on June 2, 2021, the City settled a water rights exaction claim made by Zenith Tooele LLC for the Lexington Greens development in the Overlake area of Tooele City; and,

WHEREAS, the City Council believes that it is in the best interest of Tooele City to reduce its risk of litigation exposure and expenditures (including attorneys fees and judgment/settlement costs) by reducing the Water Exaction to match Master Plan water usage data, i.e. by reducing the residential interior requirement from 0.45 acre-feet per dwelling unit to 0.25 acre-feet per dwelling unit; and,

WHEREAS, the Master Plan demonstrates that, on average, there is no significant difference in water usage between single-family and multi-family dwelling units; and,

WHEREAS, TCC Chapter 7-26 regarding the Water Exaction is considered to be a "land use regulation" for purposes of Utah's Municipal Land Use and Development Management Act (MLUDMA: UCA Chapter 10-9a), and therefore amendments to Chapter 7-26 require public hearings, with appropriate notice, and a Planning Commission recommendation, before the City Council can approve the amendments; and,

WHEREAS, on August 11, 2021, the Planning Commission convened a duly-noticed public hearing, received public comment, and voted to forward its recommendation to the City Council; and,

WHEREAS, on August 18, 2021, the City Council convened a public hearing and received public comment; and,

WHEREAS, in light of the above Recitals, the City Council finds it to be in the best interest of Tooele City to reduce the Water Exaction and to amend TCC Sections 7-26-1 and 7-26-2 to reflect the reduced Water Exaction:

NOW, THEREFORE, BE IT ORDAINED BY TOOELE CITY that

1. Tooele City Code Sections 7-26-1 and 7-26-2 are hereby amended as shown in redline format in the attached Exhibit A.
2. This Ordinance and the amended City Code provisions shall be effective immediately upon approval, without further publication, by authority of the Tooele City Charter.

3. The amended Water Exaction approved by this Ordinance shall apply to all land use applications, irrespective of application date or approval date, for which the applicants convey (or otherwise provide) water rights under the Water Exaction subsequent to the adoption of the 2021 Tooele City Drinking Water System Master Plan on May 19, 2021. In other words, this Ordinance and its revised Water Exaction shall apply to all conveyances (or other provision) or water rights to Tooele City under the Water Exaction occurring after adoption of the Plan on May 19, 2021. Stated in the reverse, this Ordinance and its revised Water Exaction shall have no retroactive application to conveyances (or other provision) of water rights to Tooele City under the Water Exaction occurring prior to adoption of the Plan on May 19, 2021.

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 _____, 2021.

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

Amendments to TCC Sections 7-26-1 and 7-26-2

CHAPTER 26. WATER RIGHTS

7-26-1. Water Rights Acquisition Policy and Conveyance Requirements.

7-26-2. Water Rights Required–Determination of Amount.

7-26-3. Type of Water Rights Acceptable for Conveyance.

7-26-4. Possible Adjustments or Revisions to Water Rights Conveyance Requirements.

7-26-5. Time of Conveyance.

7-26-6. Appeals and Requests for Adjustment, Modification, Exemption, or Waiver of Water Rights Conveyance Requirements.

7-26-7. Effective Date.

7-26-1. Water Rights Acquisition Policy and Conveyance Requirements.

Intent. It is intended that all applicants requesting annexation of land into Tooele City for residential development, all applicants requesting that property already within the boundaries of the City rezone the property to a higher density or more intensive use which increases the need for water service from the City, all applicants requesting the subdivision of land, and all applicants requesting a development permit shall convey provide water rights in an amount sufficient to satisfy the anticipated future water needs of the respective proposed development to be served and supplied by the City water system as provided in this Chapter. Satisfaction of this water rights acquisition policy and the accompanying conveyance requirements shall be considered as a condition to and requirement of approval for all such applications.

(Ord. 2015-03, 03-04-2015) (Ord. 1998-31, 08-18-1998)

7-26-2. Water Rights Required–Determination of Amount.

(1) (a) ~~–Residential Uses–Interior. The amount of water rights to be conveyed in order to satisfy this policy and provide an adequate supply of water for a dwelling unit interior shall be 0.25 acre-feet per dwelling based on the needs created by anticipated future development shall be defined for residential development as one (1.0) acre-foot per equivalent residential dwelling unit.¹~~

(b) ~~Residential Uses–Exterior. The amount of water rights to be conveyed in order to satisfy this policy~~

¹/

~~The above requirement is based on a combination of State of Utah standards and Tooele historical usages of approximately .45 acre-feet of water for indoor use and .55 acre-feet of water for outdoor use assuming a 10,000 square-foot lot. The City may prorate the outdoor use requirement by considering such factors as the size of the lot, a lot's impervious surface, and a lot's irrigable area. This requirement is a reasonable average and is required despite a showing of variations in water usage above or below the average.~~

and provide an adequate supply of water for a dwelling unit exterior shall be 4.00 acre-feet per acre of irrigable land, taking into account such factors as lot size, lot impervious surfaces, and lot irrigable area.

(c) These requirements are a reasonable average and are required despite variations in usage above or below the average in any given application.

(2) ~~–Non-Residential Uses. An amount sufficient to satisfy the projected needs of the proposed development shall be determined by the Tooele City Public Works Director. The Public Works Director may delegate responsibilities under this Chapter.~~

(3) State Engineer Requirements.

(a) For interior use, due to the nature of Tooele City's water reclamation facility, the State Engineer requires that the quantity of water credited to a development applicant upon the applicant's conveyance dedication of water rights shall be that portion of the water right which the Office of the State Engineer has approved for depletion, and that quantity shall not include any diversion amounts which the State Engineer requires to be returned to the hydrologic system. In other words, interior water rights must be approved by the State Engineer for 100% depletion.

(b) For exterior use, the quantity of water credited to a development applicant upon the applicant's conveyance dedication of water rights shall be that portion of the water right which the State Engineer has approved for diversion, which quantity may include any amounts which the State Engineer requires to be returned to the hydrologic system.

(Ord. 2015-03, 03-04-2015) (Ord. 2000-03, 1-5-2000) (Ord. 1999-34, 12-01-1999) (Ord. 1998-31, 08-18-1998).

7-26-3. Type of Water Rights Acceptable for Conveyance.

(1) Water rights proposed for conveyance to the City shall be municipal or municipal-type water rights. Prior to acceptance of such water rights, the City shall evaluate the rights proposed for conveyance and may refuse to accept any right which it determines to be insufficient in annual quantity or flow rate, unsuitable for municipal use, not reasonably likely to be approved for change to municipal purposes within the City by the State Engineer, or otherwise deficient. The City's refusal of such rights shall not constitute a waiver of, and shall not relieve an applicant from complying with, the requirements of this Chapter. In determining the quantity of water available under the water rights, the City will evaluate the priority of the water rights, the historic average quantities of water associated with the water rights, and other relevant factors. The City will require an approved application for the change of use and change of point of diversion, as applicable, with the State Engineer in order to quantify and verify the water rights.

(2) Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water

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

(3) Supply and Delivery Facilities May be Required. In addition to furnishing water rights pursuant to this Chapter, the applicant will be required to comply with other provisions of the Tooele City Code, including the payment of water impact fees, and also may be required to pay additional costs necessary to construct the facilities necessary to supply, store, and distribute water. (Ord. 2015-03, 03-04-2015) (Ord. 2005-19, 08-03-2005) (Ord. 2000-03, 01-05-2000) (Ord. 1998-31, 08-18-1998)

7-26-4. Possible Adjustments or Revisions to Water Rights Conveyance Requirements.

(1) Annexation; deferral. Where an annexation contains property which is being annexed without the consent of the owner, or where water service will not immediately be provided by the City as a result of an annexation, the City may, in the exercise of the discretion of the City Council, elect to not require the conveyance of water rights at the time of annexation as long as the annexation specifically identifies such parcels and provides either an alternative means to satisfy these water rights conveyance requirements or provides that any subsequent change in zoning classification or subsequent development approval which increases the need for water service by the City will require the conveyance of additional water rights to the extent necessary to provide adequate water to serve such future development. Such an election shall not constitute a waiver of, and shall not relieve an applicant from complying with, the requirements of this Chapter.

(2) Lands Which are Restricted Against Future Development. Where development of the property in question is restricted by unusual circumstances such as topographic features, environmentally sensitive or fragile conditions, or voluntary limitations on landscape and other activities which will reduce the amount of water to be provided by the City, the Public Works Director may reduce the amount of the water right required to be conveyed to an amount commensurate with the nature of the proposed restricted development. Any such restriction must be accompanied by enforceable provisions for securing compliance in a form to be approved the Tooele City Attorney.

(3) Redevelopment.

(a) Dwellings. A dwelling building permit application associated with land that contains or once contained a dwelling, which dwelling will be or has been razed, shall not require the conveyance of water rights. The burden shall be upon the applicant to demonstrate by substantial evidence that the land contains or once contained a dwelling. The water rights adjustment made for dwellings pursuant to this Subsection shall apply to the new dwelling and curtelage only. Additional irrigable land added to the parcel upon which the to-be-razed

dwelling sits, or the prior dwelling sat, shall require the conveyance of additional water rights or the payment of a fee-in-lieu, as determined by the Public Works Director.

(b) Other primary structures. A building permit application associated with land that once contained a primary structure that was not a dwelling shall require the conveyance of water rights or the payment of a fee-in-lieu of conveyance if the applicant cannot demonstrate by substantial evidence that water rights were previously conveyed to the City for the prior structure. If water rights were conveyed to the City for a prior non-dwelling structure, but those water rights are determined by the Public Works Director to be insufficient for the structure and associated irrigated areas identified in a new building permit application, the applicant shall convey additional water rights or pay an additional fee-in-lieu of conveyance, as determined by the Public Works Director.

(4) Expansion and change of use. Where a non-residential building alteration or change of use requires a new building permit or a new occupancy permit, and the building alteration or change of use is anticipated to result in increased culinary water usage, the permit applicant shall convey additional water rights or pay an additional fee-in lieu of conveyance, as determined by the Public Works Director. Dwelling alterations or expansions shall not require the conveyance of additional water rights unless resulting in the creation of a new dwelling unit. No rebate or refund shall be owing where a building alteration or change of use may result in decreased culinary water usage.

(5) Water-wise methods. Where a building site, building, or use of a building, including landscaping, incorporates technologies or processes designed to decrease impacts to City water systems and facilities, where the water rights conveyance requirement was reduced in reliance upon those technologies or processes, and where those technologies or processes fail or cease to be used, for any reason or to any degree, the City may require the conveyance of additional water rights or the payment of an addition fee-in-lieu of conveyance corresponding to the increased culinary water usage resulting from such failure or cessation of use, as determined by the Public Works Director. The fee-in-lieu may be invoiced by the City to the building water account through the regular city water bill, to be paid in full over a period of no more than three years. The City may record a Notice with the office of the Tooele County Recorder regarding any property utilizing this provision.

(6) Secondary water. Where site landscaping uses secondary water provided by the City or by an irrigation company, where the water rights conveyance requirement was reduced in reliance upon secondary water usage, and where secondary water usage decreases in favor of an increase in culinary water usage, the City may require the conveyance of additional water rights or the payment of an additional fee-in-lieu of conveyance corresponding to the

increased culinary water usage, as determined by the Public Works Director. The fee-in-lieu may be invoiced by the City to the property water account through the regular city water bill, to be paid in full over a period of no more than three years. The City may record a Notice with the office of the Tooele County Recorder regarding any property utilizing this provision.

(7) Exemption for *de minimus* usage. Notwithstanding the requirements of this Chapter, the City Council may establish a policy whereby building alterations or changes of use resulting in *de minimus* increases of culinary water usage shall not require the conveyance of additional water rights or the payment of a fee-in-lieu of conveyance. The term *de minimus* shall be defined in the policy.

(Ord. 2015-03, 03-04-2015) (Ord. 1999-34, 12-01-1999)
(Ord. 1998-31, 08-18-1998)

7-26-5. Time of Conveyance.

(1) The conveyance of title to the water rights, free and clear of all liens, encumbrances, and claims of any nature not expressly approved in writing by Tooele City, shall be an express condition to the City's approval of any final annexation, rezoning, or development permit. Tooele City may require a water rights title insurance policy or the equivalent.

(2) The water rights conveyance required by this Chapter shall occur promptly following the earliest development approval for which the amount of water rights necessary to satisfy the anticipated future water needs of the development can be ascertained with reasonable certainty. An approved residential final plat shall not be signed or recorded, nor any building permit issued, prior to conveyance of the water rights or payment of the fee-in-lieu. Notwithstanding City review of a land use application, a land use application shall not be considered complete until the associated water rights are conveyed or the fee-in-lieu paid, as applicable. Should the amount reasonably anticipated fall short of the amount actually required, the applicant shall convey additional water rights or pay an additional fee-in-lieu, as determined by the Public Works Director, as soon as possible following written notice to do so, but no later than a subsequent development permit for the subject development.

(3) Notwithstanding Subsection (2), above, the City may approve a non-residential building permit prior to the conveyance of the required water rights where:

(a) the applicant has filed a change application with the State Engineer for sufficient water rights for the development;

(b) there is no indication that the State Engineer will deny approval of the change application; and,

(c) the applicant has executed and recorded a water rights agreement on a form approved by the City Attorney.

(Ord. 2015-03, 03-04-2015) (Ord. 1999-34, 12-01-1999)
(Ord. 1998-31, 08-18-1998)

7-26-6. Appeals and Requests for Adjustment, Modification, Exemption, or Waiver of Water Rights Conveyance Requirements.

(1) Any applicant, person, or entity which is subject to this water rights acquisition policy and conveyance requirement may file, in writing, either prior to or concurrent with the application that triggers the water rights conveyance requirement, an appeal or a request for adjustment, modification, exemption, or waiver of the requirement with the City Council seeking relief from all or a portion of the water rights acquisition policy requirements as contained in this Chapter.

(2) Supporting Information to be Submitted. Any such appeal or request for relief shall be signed by the applicant and contain adequate information and documentation in support of the relief requested. The City Council may request additional information which they deem reasonably necessary in order to make a decision on the application. The burden shall be upon the applicant in any such appeal or request for adjustment, modification, exemption, or waiver of this water rights conveyance requirement to demonstrate that the strict application of the policy under their particular facts and circumstances is inequitable, unreasonable, or unlawful.

(3) Decision by City Council. Within 30 days of the filing of the completed appeal or request, together with all supporting information and documentation required by the City Council, the City Council shall schedule a public meeting with appropriate notice. At the public meeting, the applicant and all interested persons shall be entitled to present information, documentation, and witnesses in support of or in opposition to the application. At the conclusion of the meeting, the City Council shall either issue its decision or vote to study further the appeal or request and issue its decision at the next regular City Council meeting.
(Ord. 2015-03, 03-04-2015) (Ord. 1998-31, 08-18-1998)

7-26-7. Effective Date.

Tooele City specifically finds that it is necessary for the immediate preservation of the health, safety, and welfare of the present and future inhabitants of the City that this ordinance shall take effect retroactive to the date of subdivision final plat or site plan application for those subdivisions or site plans that fail to do any one of the following:

(1) (a) for residential subdivisions or the residential portion of mixed-use subdivisions, obtain subdivision final plat approval from the City Council prior to August 1, 2005;

(b) for non-residential subdivisions or the non-residential portion of mixed-use subdivisions, obtain site plan approval from the Planning Commission prior to August 1, 2005;

(2) complete public improvement bonding pursuant to Tooele City Code §7-19-12 prior to August 1, 2006; or

(3) complete all bonded public improvements prior to August 1, 2007.

(Ord. 2015-03, 03-04-2015) (Ord. 2007-07, 04-04-2007)

(Ord. 2006-15, 07-05-2006) (Ord. 2005-19, 08-13-2005)

(Ord. 2005-07, 05-04-2005) (Ord. 19 98-31, 08-18-1998)

(7-99.2 Reserved)

TOOELE CITY CORPORATION

ORDINANCE 2021-29

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 4-8-2 REGARDING ARC RADII FOR INTERSECTING RIGHT-OF-WAY BOUNDARIES.

WHEREAS, Utah Code §10-9a-102 authorizes cities to enact ordinances, resolution, and rules and to enter other forms of land use controls they consider necessary or appropriate for the use and development of land within the municipality to provide for the health, safety, welfare, prosperity, peace and good order, comfort, convenience, and aesthetics of the municipality; and,

WHEREAS, Utah Code §10-8-8 enables cities “to lay out, establish, open, alter, widen, narrow, extend, grade, pave, or otherwise improve streets, alleys, avenues, boulevards” and associated improvements; and,

WHEREAS, Utah Code §10-8-11 enables cities to “regulate the use of streets, alleys, avenues” and associated improvements and to “remove obstructions and encroachments” from city streets; and,

WHEREAS, Utah Code §10-8-24 enables cities to act to prevent injury or obstruction to city streets; and,

WHEREAS, the design and standards for construction of streets and roads in Tooele City are governed by Tooele City Code Chapter 4-8; and,

WHEREAS, TCC Section 4-8-2 contains street cross-section and other street specifications, including the arc radii for intersecting right-of-way boundaries; and,

WHEREAS, Tooele City has adopted and maintains a detailed manual of public works specifications (“APWA Manual”), including standards for arc radii for intersecting right-of-way boundaries, which Manual enables the construction of safe standardized public improvements; and,

WHEREAS, the APWA Manual contains radii specifications which conflict with the City Code, creating confusion among staff and developers, which confusion can be eliminated by amendment to the specifications; and,

WHEREAS, the City Administration, including the Public Works Director and the City Engineer, recommends that TCC Section 4-8-2 be amended consistent with the new and more detailed and accurate APWA Manual, the proposed amendments being shown in the attached Exhibit A; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TOOELE CITY that Tooele City Code Section 4-8-2 is hereby amended as shown in Exhibit A.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this _____ day of _____, 2021.

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

Proposed Amendments to TCC Section 4-8-2

CHAPTER 8. ROAD AND BRIDGE CONSTRUCTION STANDARDS

- 4-8-1. Specifications Adopted - Amendments.**
- 4-8-2. Street Design.**
- 4-8-2.1. Infill Overlay District Street Design.**
- 4-8-3. Street Widths.**
- 4-8-4. Street Improvements.**
- 4-8-5. Fire Hydrants.**
- 4-8-6. Street Lighting.**
- 4-8-7. Alleys.**
- 4-8-8. Blocks.**
- 4-8-9. Street Names and Signage.**
- 4-8-10. Building Address Numbers.**
- 4-8-11. Bridge Standards and Design.**

4-8-1. Specifications Adopted - Amendments.

The most recent edition of the Standard Specifications for Road and Bridge Construction, as adopted, updated, revised, and published by The Utah Department of Transportation, is herewith adopted by reference as the standard specifications for road and bridge construction, in its entirety, including all requirements for bidding, award of contract, scope of work, control of work, control of material, legal regulations and responsibility to the public, prosecution and progress of work, measurement and payment for work, and all other provisions therein contained with the following amendments thereto:

(1) The following definitions are amended:

- (a) Commission: Tooele City Corporation.
- (b) Department: Tooele City Community Development and Public Works Department, inclusive of Engineering.
- (c) Director: The Director of the Community Development and Public Works Department.
- (d) Engineer: The Tooele City Engineer or consulting engineer assigned to the project in question, as designated by the Director.
- (e) State: The State of Utah and its political subdivisions acting through their authorized

representatives.

(2) In all instances where the context of said specifications may be interpreted in more than one manner, said specifications shall be interpreted so as to apply to Tooele City Corporation rather than the State of Utah, its road commission, or other agencies, and shall be interpreted in such a manner as to validate the provision in question.
(Ord. 2015-07, 03-18-2015) (Ord. 1997-09, 03-05-1997) (Ord, 1974-16, 12-09-1974)

4-8-2. Street Design.

(1) All streets shall be subject to topographical conditions, public safety, and the relation to the proposed uses of land to be served by such streets. Where uses of land are not shown on a land use plan or plat approved by the City, the arrangement of streets in a subdivision and elsewhere shall either:

(a) provide for the continuation or appropriate projection of existing streets in surrounding areas; or

(b) conform to a plan for the area or neighborhood approved or adopted by the City Council to meet a particular situation where topographical and other conditions make continuance or conformance to existing streets impracticable.

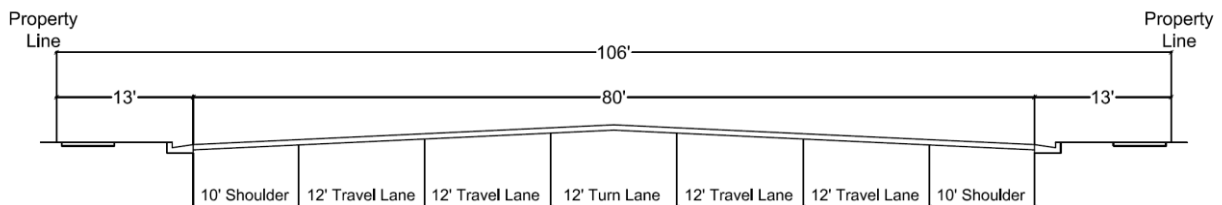
(2) Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than 60 degree angles.

(3) The following functional classifications and details shall apply to all street rights-of-way within Tooele City:

(a) (i) Functional Classification - Arterial street.

(ii) Definition - A large street with medium traffic speeds generally designed to efficiently convey high volumes of traffic through the community. Direct access from arterial streets to adjacent properties is limited and controlled and widely spaced. Residential properties shall not have driveway access directly onto an arterial street.

(iii) Cross section:

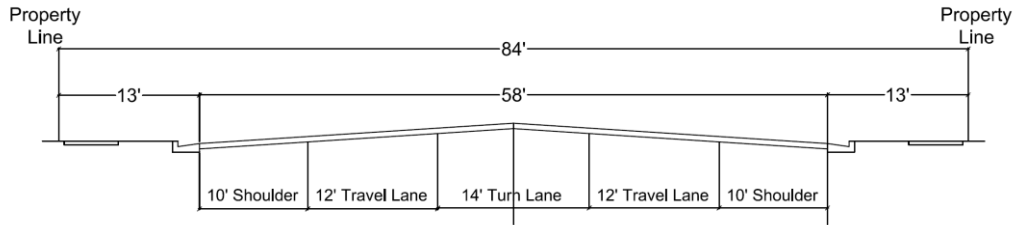


(b) (i) Functional Classification - Major collector street.

(ii) Definition - A larger street with medium traffic speeds generally designed to convey regional traffic between areas of the community

containing lower classification roads to arterial streets. Direct access from arterial streets to adjacent properties is limited and widely spaced.

(iii) Cross Section:

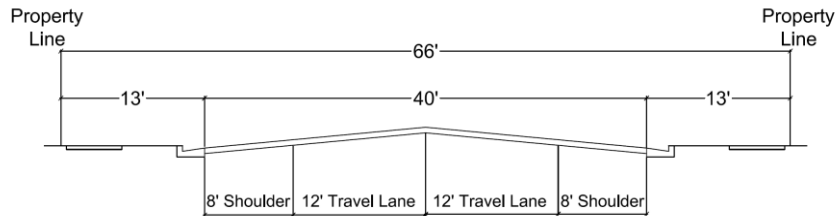


(c) (i) Functional Classification – Minor collector street.

(ii) Definition - A medium-sized street intended to be the primary traffic conveyor through

neighborhood or non-residential areas to feed traffic to larger classification streets for regional travel.

(iii) Cross Section:

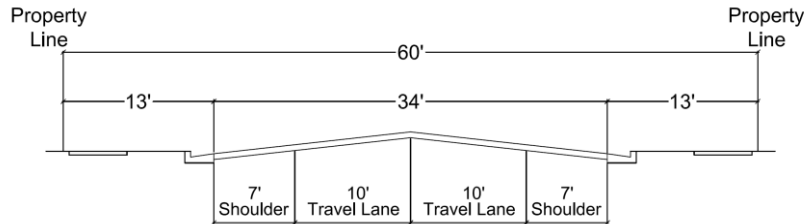


(d) (i) Functional Classification – Local street.

(ii) Definition - A smaller street designed primarily for localized neighborhood traffic

at slower speeds and providing direct access to adjacent properties.

(iii) Cross section:

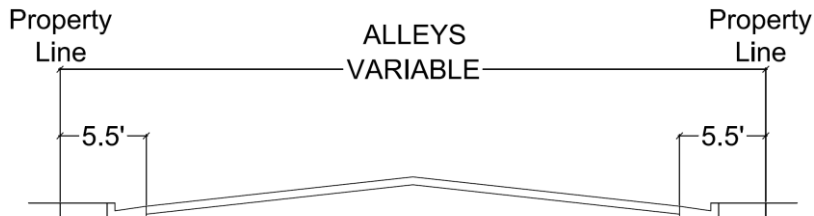


(e) (i) Functional Classification – Alleys.

(ii) Definition - A narrow street designed and intended for minimal vehicular traffic that provide secondary access to adjacent properties or access to properties that would otherwise be

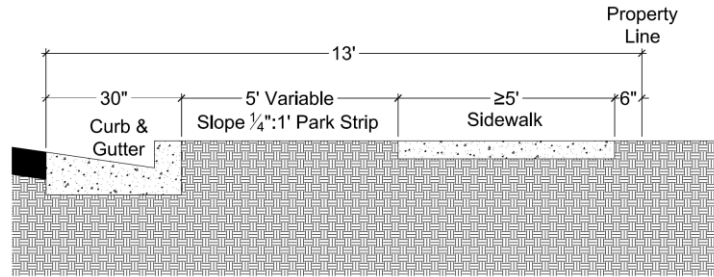
inaccessible. Alley streets generally do not provide for pedestrian traffic as an encouragement to utilize more visible routes.

(iii) Cross section:



(f) Curb and Gutter, Parkstrip and Sidewalk.

(i) Cross Section:



(ii) Curb and Gutter.

(A) Curbs and gutters shall be constructed on all streets and shall be not less than 30" in overall width. Curbs may be constructed integrally with the Portland cement concrete pavement. Three 5/8" reinforcing bars 10" long shall be installed in all curb and gutter, centered over each sewer and water trench crossed by the curb and gutter.

(B) Curbs shall be APWA Type "A" high-back design unless approved otherwise by the Public Works Director, or their designee.

(C) Adequate provision shall be made at all crosswalks and intersections for wheelchairs to cross the curb and gutter and drive approaches. The City-adopted specifications for such crossings shall be complied with in regard thereto. The Community Development and Public Works Department Director or their designee may approve alterations to the standards in instances necessary to comply with ADA requirements.

(D) Curb and gutters, driveway approaches, and all appurtenances thereto shall be constructed of class 4000 psi (6.5 sack) mix Portland cement concrete. Unless allowed otherwise by the Community Development and Public Works Department Director, the amount of cement in the mix design shall be increased to 7.5 sack mix between October 1 and March 1. All driveway approaches, waterways and other appurtenances shall be subject to the weight of vehicles on any occasion.

(E) An expansion joint shall be placed no greater than every 50 lineal feet with contraction joint control strikes placed no greater than every ten lineal feet.

(F) Curbs, gutters, driveway approaches and other appurtenances shall have a slump of not less than two inches and not more than four inches. Maximum slump is eight inches after the addition of a high range water reducer (super plasticizer) at site. Entrained air shall be 5% to 7%.

(iii) Sidewalks.

(A) Sidewalks and all appurtenances thereto shall be constructed of class 4000 psi (6.5 sack) mix Portland cement concrete. Unless allowed otherwise by the Community Development and Public Works Department Director, the amount of cement in the mix design shall be increased to 7.5 sack mix between October

1 and March 1. All driveway approaches, waterways and other appurtenances shall be subject to the weight of vehicles on any occasion.

(B) Sidewalks and other appurtenances shall have a slump of not less than two inches and not more than four inches. Maximum slump is eight inches after the addition of a high range water reducer (super plasticizer) at site. Entrained air shall be 5% to 7%.

(C) For all sidewalks an expansion joint shall be placed no greater than every 50 lineal feet with contraction joint control strikes spaced no greater than that equal to the width of the sidewalk.

(D) Sidewalks in newly-created subdivisions shall serve the present and future pedestrian traffic of the vicinity. Such sidewalks shall be located in accordance with proper land planning procedures, principles, and with due regard for public safety. Unless otherwise approved by the Community Development and Public Works Department Director, sidewalks shall be constructed parallel to the curb, and generally located five feet distant therefrom so as to provide a park strip between the curb and the sidewalk.

(E) Sidewalks in residential areas shall have a minimum depth of four inches and six inches where crossed as part of a driveway. Sidewalks in non-residential areas shall have a minimum depth of six inches. The maximum slope of any sidewalk shall be 2% or compliant with ADA standards.

(F) All one- and two-family residential development sidewalks shall have a minimum width of five feet, and all multi-family, commercial properties and industrial properties which require sidewalks shall have a minimum width of six feet. All rebuilt sidewalks less than five feet wide shall be widened to five feet in width for a distance of five feet at least every 200 feet. Sidewalks constructed adjacent to or as an integral part of the curb shall be a minimum of seven feet in width and provide a means of installing street signs, traffic control signs, and mailboxes that does not impede pedestrian traffic, visibility of signage or access to mailboxes.

(iv) Parkstrips. The Community Development and Public Works Department Director may modify the width of the park strip and/or allow for placement of the sidewalk directly adjacent to the curb and

gutter with the recommendation of the City Engineer in order to accommodate available right-of-way limitations, match existing conditions, consider unique design criteria, or other unusual field related considerations.

(4) Dead end streets, including cul-de-sacs, where permitted, shall not be more than 250 feet in length measured from the centerline of the last intersecting street to the centerpoint of the turnaround area. Cul-de-sacs shall have a minimum outside right-of-way radius of 50 feet at the closed end, unless the street ends at a point where the subdivider or developer intends to extend a street pursuant to a preliminary plan submitted and approved by the City, in which case the turnaround may be a minimum radius of 40 feet and constructed of a temporary nature acceptable to the Tooele City Fire Department. Cul-de-sacs may be extended beyond 250 feet with written findings from the Public Works Director that:

- (a) doing so is necessary to reasonably develop properties adjacent to the cul-de-sac;
- (b) doing so is necessary to provide vehicular safe access and utility service to the properties adjacent to the cul-de-sac;
- (c) no other option exists for providing access

Design Speed, MPH	20	30	40	50	60
Stopping Sight Distance	150	200	275	350	475
Stopping Distance, feet	16	28	55	85	160
K* Value for: Crest Vertical Curve	24	35	55	75	105
Sag Vertical Curve		1100	1500	1800	2100
Passing Sight Distance					
Passing Distance, feet: 2-Lane		365	686	985	1340
K* Value for: Crest Vertical Curve					
*K value is a coefficient by which the algebraic difference in grade may be multiplied to determine the length in feet of the vertical curve which will provide minimum sight distance.					

(9) Minimum radii of horizontal curvature along the center line shall be:

- (a) 300 feet for arterial class streets;
 - (b) 250 feet for major collector class streets;
 - (c) 200 feet for minor collector class streets;
- and
- (d) 100 feet for local class streets and alleys.

(10) Between reversed curves there shall be a tangent at least 100 feet long.

(11) Intersecting right-of-way boundaries and improvements for all classes of street, alley, and pavement intersections shall be rounded by an arc having a minimum radius of 29.5 feet, except that allies shall be rounded by an arc having a minimum radius of 15.0 feet, the minimum radius of which shall be:

to the properties adjacent to the cul-de-sac;

(d) the cul-de-sac turnaround radius at the closed end, as required in this Section, is increased by not less than ten feet; and,

(e) doing so will not violate applicable provisions of the building or fire codes.

(5) No more than two cross streets shall intersect at any one intersection.

(6) Street grades shall be:

(a) more than 1.0% without written findings from the Public Works Director establishing that the grade must be less, but in no case shall be less than 0.5%;

(b) less than 10% for minor collector streets, local streets, and alleys; and

(c) less than 7% for major collector and arterial streets.

(7) Streets shall be leveled, whenever possible, to a grade of less than 4% for a distance of at least 100 feet approaching all intersections, and shall be a maximum grade of 3% at the intersection.

(8) All crests and sags shall have a vertical curve pursuant to the following table:

- ~~(a) 20 feet for arterial class streets;~~
 - ~~(b) 20 feet for major collector class streets;~~
 - ~~(c) 15 feet for minor collector class streets;~~
 - ~~(d) 15 feet for local class streets; and~~
 - ~~(e) five feet for alleys;~~
 - ~~(f) 20 feet for pavement edges where the existing right of way improvements do not include curb and gutter.~~
- When streets of different classes intersect, the greater radius requirement shall be the requirement.

(12) Whenever a street adjacent to a proposed development is not fully improved, excluding sidewalk and parkstrip on the opposite side of the street, the subdivider or developer shall be responsible for construction of the entire width of the street, except for sidewalk and parkstrip on the opposite side of the

street, for the entire length of the development project including tapered transitions, as necessary, beyond the length of the development project, as outlined in Section 4-8-4(4) and (5).

(13) No new half-streets shall be permitted.

(14) If development plans call for peripheral streets to be constructed, the subdivider or developer shall be responsible for construction of the entire width of the street, except for sidewalk and parkstrip on the opposite side of the street, as outlined in Section 4-8-4(4) and (5).

(15) All streets proposed or intended to be built, owned, or maintained as private streets shall be designed and constructed to the same standards and specifications outlined in this Chapter for public local class or larger streets. Private streets may not be reduced in width narrower than 30 feet of asphalt with curb and gutter on each side. Any private street proposed to be narrower than 34 feet of asphalt shall be required to prevent on-street parking through the provision of adequate off-street parking as outlined in Chapters 7-4 and 7-11a and through private enforcement. Land use applications that include proposed private streets that are narrower than 34 feet of asphalt shall include, as a part of the application, a mechanism by which perpetual private enforcement preventing on-street parking is assured. Applications that include private streets narrower than 34 feet in asphalt width shall be subject to review and approval of the proposed private street design and private parking enforcement mechanism by the designated approval authority for the type of land use application, following recommendation from the Tooele City Fire Chief, Community Development Department, Public Works Department, and the City Engineer. The City Attorney shall review the proposed private parking enforcement mechanism and provide a recommendation to the approval authority on that proposed mechanism. Land use applications may propose alterations to the cross section for the street regarding sidewalks and parkstrips but shall maintain pedestrian access of at least a 5-foot width throughout the development and in compliance with requirements of the Americans with Disabilities Act (ADA).

(Ord. 2021-03, 01-20-2021) (Ord. 2019-01, 02-13-2019) (Ord. 2015-07, 03-18-2015) (Ord. 1994-56, 01-31-1995) (Ord. 1991-04, 06-11-1991)

4-8-2.1. In-Fill Overlay District Street Design.

(1) Intermediate Local Class Streets within the In-Fill Overlay District, as identified in Section 7-14-1.2, shall be required to maintain a minimum asphalt width of 30 feet with curb and gutter on each side. Parkstrips and sidewalks shall not be required.

(2) Secondary Local Class Streets within the In-Fill Overlay District, as identified in Section 7-14-1.2,

shall be required to provide a minimum right-of-way width of 26 feet. Asphalt, curb and gutter, parkstrips, and sidewalk improvements shall not be required.

(3) Except as provided in this Section, street improvement standards for Local Class Streets, as outlined in Section 4-8-4, shall be applicable to all Intermediate Local Class Streets and Secondary Local Class Streets within the In-Fill Overlay District. Required minimum asphalt widths for Intermediate Local Class Streets and Secondary Local Class Streets within the In-Fill Overlay District shall be provided within a dedicated public right-of-way.

(Ord. 2020-26, 06-17-2020) (Ord. 2017-27, 11-01-2017)

4-8-3. Street Widths.

Street widths shall conform to the provisions of Section 7-19-17 of this Code and this Chapter. Street design and construction standards and specifications shall conform to the provisions of this Chapter.

(Ord. 2015-07, 03-18-2015) (Am. Ord. 1998-32, 10-07-1998)

4-8-4. Street Improvements.

As a general rule, the arrangement of streets in a new development shall provide for the continuation of existing streets in adjoining areas at the same or greater widths, unless altered by the Planning Commission and City Council following a recommendation of the Community Development and Public Works Department Director. Partial streets shall not be permitted within a development, adjacent to a development, leading to a development, or otherwise. All developments shall be adjacent to a dedicated street that complies with the following:

(1) The full width of the right-of-way shall be graded to the required section.

(2) All unsuitable sub-base material shall be removed and shall be replaced with stable, compacted material in conformance with generally accepted engineering practices.

(3) Pavement sections shall be of the following minimum thicknesses and materials:

(a) residential areas:

(i) standard reinforced Portland cement pavement having a uniform thickness of ten inches. Concrete for such pavement shall have a minimum 14-day compressive strength of three thousand pounds per square inch, shall contain not less than 6% entrained air. Slump shall be not less than two inches nor more than four inches.

(ii) eight inch thick pozzolanic base course and wearing surface of a bituminous concrete binder and surface course having a minimum compacted thickness of three inches.

(iii) eight inch thick bituminous aggregate mixture base course and a wearing surface of bituminous concrete binder and surface course having a minimum

compacted thickness of three inches.

(iv) ten inch thick gravel or crushed stone base course (aggregate base course, type B) having a wearing surface of bituminous concrete binder and surface course, Class 1, having a minimum compacted thickness of three inches.

(b) commercial and industrial areas:

(i) standard reinforced Portland cement pavement having a uniform thickness of ten inches. Concrete for such pavement shall have a minimum 14-day compressive strength of three thousand pounds per square inch, shall contain not less than 6% entrained air. Slump shall be not less than two inches nor more than four inches.

(ii) ten inch thick pozzolanic base course and wearing surface of a bituminous concrete binder and surface course having a minimum compacted thickness of four inches.

(iii) ten inch thick bituminous aggregate mixture base course and a wearing surface of bituminous concrete binder and surface course having a minimum compacted thickness of four inches.

(iv) ten inch thick gravel or crushed stone base course (aggregate base course, type B) having a wearing surface of bituminous concrete binder and surface course, Class 1, having a minimum compacted thickness of four inches.

(4) Street improvements required to be installed along the frontage of the property under a land development or construction application shall be as follows:

(a) undeveloped alleys, for the purposes of this section determined to be alleys without hard-surface paving and curb and gutter, shall not be required to install right-of-way improvements unless the alley provides primary access to a dwelling unit created by the land development or construction application;

(b) curb, gutter, sidewalk, and parkstrip landscaping; and

(c) hard-surface asphalt paving for vehicular traffic with a minimum width of 30 feet.

(5) When tying-in to existing asphalt pavement, a minimum two foot "T-cut" shall be performed. When widening or tying-in to existing asphalt, tapers shall be provided within the right-of-way to existing asphalt beyond the property under land development or construction, as approved by the Community Development and Public Works Department Director following a recommendation from the City Engineer.

(Ord. 2015-07, 03-18-2015) (Ord. 2014-09, 09-03-2014) (Ord. 1977-26, 12-19-1977)

4-8-5. Fire Hydrants.

Fire hydrants shall be installed along all streets with spacing determined by the currently adopted fire code. All placement locations and any adjustment to spacing shall be by approval of the Tooele City Fire Chief as a part

of a preliminary plan or site plan.
(Ord. 2015-07, 03-18-2015)

4-8-6. Street Lighting.

(1) Street lighting shall be installed to serve all properties within a subdivision as well as all commercial and industrial development projects. Such improvements shall be of the individual service or of the multiple circuit type and shall consist of standards, luminaires, cable conduit under driveways and/or streets, controllers, hand holes, and all other miscellaneous work and equipment necessary for an integrated system of street lights.

(2) Locations. There shall be at least one street light at each intersection and interior of each cul-de-sac turnaround area, and spaced not greater than 300 feet in between in residential areas. In non-residential areas, spacing shall be not greater than 400 feet.

(Ord. 2015-07, 03-18-2015) (Ord. 1977-26, 12-19-1977)

4-8-7. Alleys.

(1) In commercial and industrial districts, provisions shall be made for service access, separate from customer travel and parking areas, for such purposes as off-street merchandise loading, unloading, and parking consistent and adequate for the uses proposed.

(2) Alleys in residential areas shall not be permitted.

(3) Dead-end alleys shall be avoided, but if unavoidable, they shall be provided with adequate turnaround facilities at the closed end, with a minimum outside radius of 50 feet at the closed end.
(Ord. 2015-07, 03-18-2015) (Ord. 1977-26, 12-19-1977)

4-8-8. Blocks.

(1) The lengths, widths, and shapes of blocks shall be determined with due regard to:

(a) Provision for adequate building sites suitable to the special needs of the type of use contemplated.

(b) Zoning requirements as to lot size and dimensions.

(c) Needs for convenient access, circulation, control and safety of street traffic.

(2) Block lengths shall not exceed 1,000 feet, and shall not be less than 300 feet in length, except that the Planning Commission may approve adjustments to this requirement when it finds that:

(a) the block layout does not cause adverse travel distance for pedestrians or vehicles; or

(b) topography or some other factor of the property necessitate such for safety concerns that cannot otherwise be addressed or accommodated

through design of the development.

(3) Pedestrian crosswalks not less than ten feet wide shall be required at all intersections and at mid-block locations deemed appropriate by the Planning Commission, upon recommendation of the Chief of Police and the Director, to provide for pedestrian circulation or access to schools, playgrounds, shopping centers, and transportation and other community facilities, and shall be provided approximately half way between the ends of blocks approved to be longer than 1,000 feet in length. (Ord. 2015-07, 03-18-2015) (Ord. 1977-26, 12-19-1977)

4-8-9. Street Names and Signage.

(1) Street signs of a material and construction approved by the City shall be installed at locations and of a type determined the City. Streets signs shall be installed at each intersection using the coordinate system outlined in Section 4-8-10 herein to identify streets. Street names shall be identified on the final plat for the subdivision. All street signs shall be in conformance with the Manual of Uniform Traffic Control Devices (MUTCD) and shall be installed at the subdivider's or developer's sole expense.

(2) The City Council shall approve the names of streets within the city as a part of preliminary plat or site plan review.

(3) Street names shall be assigned in accordance with the following:

(a) All street coordinates shall end in zero and shall generally end in "50" or "00".

(b) Streets running north-south or east-west shall be assigned a numeric coordinate, i.e. 500 North.

(c) Streets that curve shall be assigned names. Street signs with names shall include appropriate numeric coordinates.

(d) Streets that back track, loop, or are longer than 600 feet and curve more than 30 degrees from the original heading shall be assigned at least two separate street names.

(e) Circles shall be addressed as part of the main street.

(f) Names of streets shall not continue in more than one primary bearing. The bearing may either be north-south or east-west, but not both.

(g) Street names shall be verified with Tooele County by the applicant before being proposed for a development project in order to avoid duplication.

(Ord. 2015-07, 03-18-2015) (Ord. 1994-03, 02-19-1994)

4-8-10. Property Address Numbers.

(1) Property address numbers shall be proposed by the applicant for any preliminary plat or site development plan. The Building Official shall determine the final property address of any dwelling, building, or structure within Tooele City.

(2) Addresses shall be assigned according to the following:

(a) The baselines for all addresses in Tooele City shall be:

(i) Vine Street for north and south addresses;

(ii) Main Street for east and west addresses south of the railroad tracks; and

(iii) Berra Boulevard for east and west addresses north of the railroad tracks and 1000 North.

(b) No home or business addresses will end in "00" without first requesting in writing and receiving approval for such in writing from the Building Official after consideration of at least the following:

(i) the relationship of existing addresses in the vicinity to the requested address;

(ii) the relationship of the requested address to the existing street grid coordinates; and

(iii) potential implications of the requested address on public safety response, any anticipated future road and its anticipated coordinates, and the potential complications of addressing undeveloped neighboring properties.

(c) Addresses shall coincide to the front of the building. Corner properties shall have two addresses assigned to them until a building permit is issued, at which time one of those addresses will become the permanent address, as determined by the Building Official.

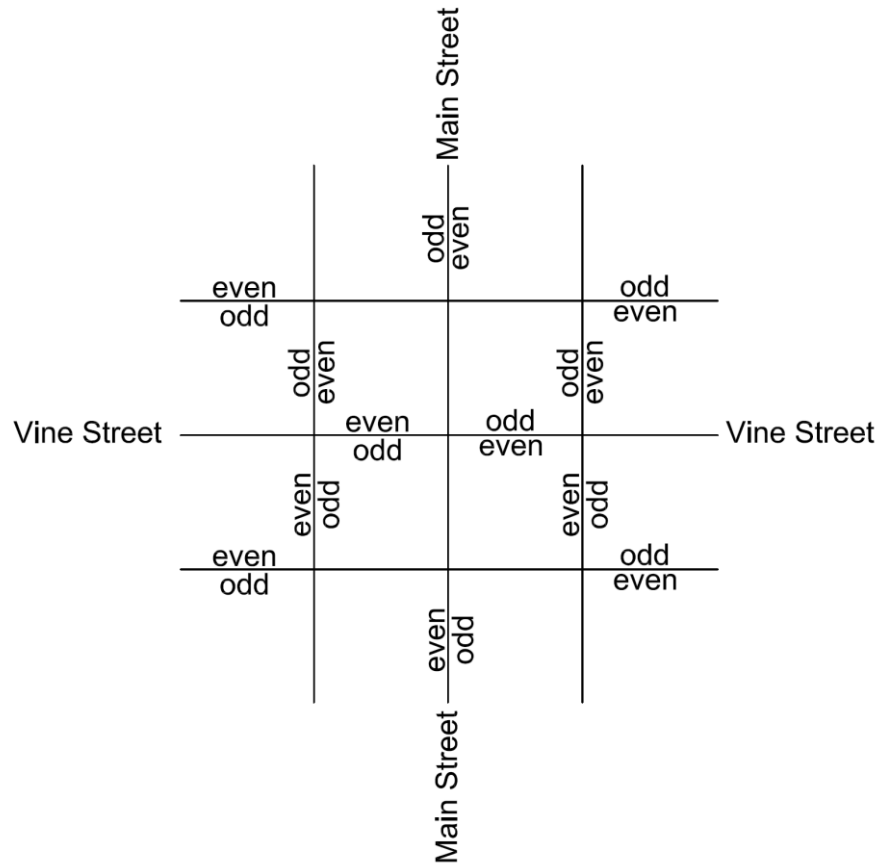
(d) Addresses of properties on generally parallel, nearby streets shall not coincide.

(e) All dwellings or primary buildings shall display the assigned address for such dwelling or building in a position as to be plainly visible and legible from the street or road fronting the property. The displayed address shall contrast with the background upon which it is affixed and shall conform to any other requirements set forth in the building and fire codes adopted by the City.

(f) Odd and even addresses shall be assigned according to Figure 4-8-10-1 below and generally when facing away from any one of the baselines identified in Section 4-8-10(2)(a) herein:

(i) even address numbers shall be on the right-hand side of the street; and

(ii) odd address numbers shall be on the left-hand side of the street.



ODD & EVEN NUMBERING

Figure 4-8-10-1

(3) All dwellings or buildings shall display the assigned address for such dwelling or building in a position as to be plainly visible and legible from the street or road fronting the property. The displayed address shall contrast with the background upon which it is affixed and shall conform to any other requirements set forth in the building and fire codes adopted by the City.

(Ord. 2015-07, 03-18-2015) (Ord. 1994-03, 02-19-1994)

4-8-11. Bridge Standards and Design. Any bridge to be constructed for vehicular or pedestrian traffic shall be designed according to the adopted standards for the same as implemented by the Utah Department of Transportation.

(Ord. 2015-07, 03-18-2015)

TOOELE CITY CORPORATION

RESOLUTION 2021-82

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING INSURANCE COVERAGE FOR INSURANCE PERIOD 2021-2022.

WHEREAS, Tooele City employs a comprehensive risk management strategy, including safety and sensitivity training, repair or removal of damaged equipment, risk inventories, risk management and safety policies, and insurance, the purpose of which strategy is to avoid harm to persons and property and to decrease claims against the general funds of Tooele City; and,

WHEREAS, the City has been insured by the Utah Local Governments Trust ("Trust") since August 1, 2018; and,

WHEREAS, the Trust charged a premium of \$182,175 for the 2018-2019 Insurance Period, \$183,280 for the 2019-2020 Insurance Period, and \$198,748 for the 2020-2021 Insurance Period; and,

WHEREAS, for the 2021-2022 Insurance Period, the Trust proposes to insure Tooele City for a total premium of \$222,755.92, comprised of \$134,461 for liability coverage, \$75,344.44 for property coverage, and \$12,950.48 for auto coverage (see Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the combined property, auto, and casualty insurance premium of the Utah Local Governments Trust is hereby approved, with a 2021-2022 insurance period package premium of \$222,755.92, and that the Mayor is hereby authorized to sign all documents necessary to implement the coverage.

This Resolution shall become effective immediately upon passage by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2021.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. Winn

Debra E. Winn

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Insurance Proposal: 2021-2022 Insurance Period

UTAH LOCAL GOVERNMENTS TRUST

75 South Highway 89, North Salt Lake, UT 84054
 ☎ 801.936.6400 | 800.748.4440 | 801.936.0300 www.utaltrust.gov



The Utah Local Governments Trust is a Public Agency Insurance Mutual, defined under Utah Code Annotated 31A-1-103, and formed under the Utah Interlocal Cooperative Act, Utah Code Annotated 11-13-101 et seq. Under the authority of Utah Code Annotated 63G-7-703 and 63G-7-801 et seq., the Trust and its members have created a self-insurance reserve fund to pay and/or defend against certain risks and liabilities. The Trust provides insurance-like protection to its members through coverage contracts, also referred to as "policies." The policies issued by the Trust contain various provisions which may limit or restrict coverage. Read each policy carefully to determine your rights, duties and what is and is not covered.

TRUST POLICY NUMBER: 14180-LIABILITY

MEMBER/NAMED INSURED: Tooele City

POLICY PERIOD: 08/01/2021 12:01 a.m. Mountain Standard Time and continuous until cancelled.

LIABILITY COVERAGE DECLARATIONS

MAXIMUM COMBINED AGGREGATE LIMIT \$10,000,000

The Maximum Combined Aggregate Limit represents the most the Trust will pay per Policy Period regardless of the number of: (1) Insureds; (2) "claims" or "suits"; (3) persons or organizations sustaining "damages"; (4) "occurrences," "personal injury offenses," "public officials' errors and omissions," "wrongful law enforcement acts"; or (5) coverages involved in a loss. Payment under any of the coverages provided by the Trust shall reduce the Maximum Combined Aggregate Limit available per Policy Period. Coverage provided by the Trust shall not be combined, cumulated or stacked with any other coverage provided by the Trust.

CGL - Comprehensive General Liability

CGL	<u>Comprehensive General Liability</u>	
	Liability Aggregate Limit per Policy Period	\$10,000,000
	Self Insured Retention	\$1,000
	Liability Single Limit per Occurrence/Offense	\$10,000,000
	No-Fault Medical Payments per Occurrence	\$5,000

POEO - Public Officials' Errors and Omissions Liability

POEO-CP1	<u>Coverage Part 1: Public Officials' Errors and Omissions</u>	
	Liability Aggregate Limit per Policy Period	\$10,000,000
	Self Insured Retention	\$1,000
	Liability Single Limit per Wrongful Act	\$10,000,000
POEO-CP2	<u>Coverage Part 2: Employee Benefits Liability</u>	
	Liability Aggregate Limit per Policy Period	\$10,000,000
	Self Insured Retention	\$1,000
	Liability Single Limit per EB Act/Error/ Omission	\$10,000,000

LEL - Law Enforcement Liability

LEL	<u>Law Enforcement Liability</u>	
	Liability Aggregate Limit per Policy Period	\$10,000,000
	Self Insured Retention	\$1,000
	Liability Single Limit per Wrongful Law Enforcement Act	\$10,000,000

BAC - Business Auto Coverage

ABI/PD	<u>Auto Bodily Injury/Property Damage</u>	
	Liability Aggregate Limit per Policy Period	\$10,000,000
	Self Insured Retention	\$1,000
	Liability Single Limit per Accident/ Covered Pollution Cost or Expense	\$10,000,000
UM	<u>Uninsured Motorist Coverage</u>	
	Coverage Limits	\$1,000,000
UIM	<u>Underinsured Motorist Coverage</u>	
	Coverage Limits	\$1,000,000
PIP	<u>Personal Injury Protection</u>	
	Coverage Limits	\$5,000

Sub-Limits/Endorsement

FCSS-L	<u>Foreign Claims and Suits Sub-Limit</u>	
	Aggregate Limit per Policy Period	\$1,000,000
	Self Insured Retention	\$1,000
SHS-L	<u>Sexual Harassment Sub-Limit</u>	
	Aggregate Limit per Policy Period	\$1,000,000
	Self Insured Retention	\$1,000

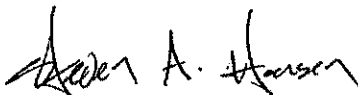
USS-L	<u>Utility Service Sub-Limit</u>	
	Aggregate Limit per Policy Period	\$1,000,000
	Per Claim/Suit Limit	\$500,000
	Self Insured Retention	\$1,000
DEC-E	<u>Declaratory, Injunctive Relief and Land Use Defense</u>	
	Aggregate Limit per Policy Period	\$50,000
	Per Claim/Suit Limit	\$25,000
	Self Insured Retention	\$1,000
MAL-E	<u>Malfeasance Defense</u>	
	Aggregate Limit per Policy Period	\$20,000
	Per Claim/Suit Limit	\$10,000
	Self Insured Retention	\$1,000
NFS-E	<u>No-Fault Sewer and Potable Water</u>	
	Aggregate Limit per Policy Period	\$100,000
	Maximum Limit per Household/Business	\$5,000
PA-E	<u>Prior Acts Coverage</u>	
	Aggregate Limit per Policy Period	\$1,000,000
	Per Claim/Suit Limit	\$1,000,000
	Self Insured Retention	\$1,000
CDEL-E	<u>Communicable Disease Exclusionary Endorsement Liability</u>	
	See Endorsement	See Endorsement
SA-E	<u>Sexual Abuse Endorsement</u>	
	Aggregate Limit per Policy Period	\$1,000,000
	Self Insured Retention	\$1,000

Notification of Claims:

Utah Local Governments Trust
 Attention: Claims Manager
 55 South Highway 89
 North Salt Lake City, UT 84054-0610
 801.936.6400

Dated: 7/29/2021

Annual Premium: \$134,461



Steven A. Hansen, CEO

Utah Local Governments Trust

Tooele City

UTAH LOCAL GOVERNMENTS TRUST

55 South Highway 89, North Salt Lake, UT 84054
801.936.6400 | 800.748.4440 | 801.936.0300 www.utahtrust.gov



Member #: 14180
Tooele City
90 N. Main Street
Tooele, UT 84074

Property Invoice

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Billing Type</u>	<u>Statement Date</u>	<u>Due Date</u>	<u>Invoice Number</u>
14180-PROPERTY	8/1/2021	6/30/2022	Annual	7/13/2021	8/10/2021	1592368

Summary

<u>Description</u>	<u>Count</u>	<u>Premium</u>
Building	106	\$71,542.26
Contractor's Equipment	116	\$2,344.23
Equipment in the Open	20	\$1,457.95

Invoice Total: \$75,344.44

Make checks payable to: *Utah Local Governments Trust*

Annual Property Premiums

Type	Invoice Date	Effective Date	Description	Location	Building Value	Building Premium	Contents Value	Contents Premium	Bus. Int. Value	Bus. Int. Premium	Total Premium
Building	08/01/2021	08/01/2021	Angel Grove Chlorinator Building	1670 East Middle Canyon Road	\$75,803	\$68.22	\$0	\$0.00	\$0	\$0.00	\$62.43
Building	08/01/2021	08/01/2021	Animal Shelter	3300 North 1200 West	\$312,402	\$281.16	\$26,000	\$23.40	\$0	\$0.00	\$278.69
Building	08/01/2021	08/01/2021	Babe Ruth Park Concessions	200 East 100 South	\$163,785	\$147.41	\$0	\$0.00	\$0	\$0.00	\$134.89
Building	08/01/2021	08/01/2021	Babe Ruth Park Restrooms	200 East 100 South	\$90,947	\$81.85	\$0	\$0.00	\$0	\$0.00	\$74.90
Building	08/01/2021	08/01/2021	Canyon Rim Booster Pump	601 So Canyon Road	\$451,966	\$406.77	\$0	\$0.00	\$0	\$0.00	\$372.22
Building	08/01/2021	08/01/2021	Cemetery Garage/Storage	151 East Skyline Drive 200 East	\$38,943	\$35.05	\$80,000	\$72.00	\$0	\$0.00	\$97.95
Building	08/01/2021	08/01/2021	Cemetery Office Complex	255 South 100 East	\$714,850	\$643.36	\$0	\$0.00	\$0	\$0.00	\$588.72
Building	08/01/2021	08/01/2021	Cemetery Office Detached Garage	265 South 100 East	\$30,385	\$27.35	\$0	\$0.00	\$0	\$0.00	\$25.03
Building	08/01/2021	08/01/2021	Cemetery Records Office	265 South 100 East	\$175,819	\$158.24	\$0	\$0.00	\$0	\$0.00	\$144.80
Building	08/01/2021	08/01/2021	Cemetery Restroom Storage	150 East Clegg Drive	\$40,172	\$36.16	\$0	\$0.00	\$0	\$0.00	\$33.09
Building	08/01/2021	08/01/2021	Cemetery Shop Maintenance	151 East Skyline Drive 200 East	\$43,453	\$39.11	\$27,000	\$24.30	\$0	\$0.00	\$58.03
Building	08/01/2021	08/01/2021	Chlorinator Bldg Well 10 1 Single Structure	910 South Canyon Road	\$400,000	\$360.00	\$0	\$0.00	\$0	\$0.00	\$329.42
Building	08/01/2021	08/01/2021	Chlorine Storage Shed	1015 S Coleman	\$25,000	\$22.50	\$25,000	\$22.50	\$0	\$0.00	\$41.18
Building	08/01/2021	08/01/2021	City Hall	90 North Main	\$5,205,897	\$4,685.31	\$1,200,000	\$1,080.00	\$0	\$0.00	\$5,275.65
Building	08/01/2021	08/01/2021	City Library	128 West Vine Street	\$3,497,857	\$3,148.07	\$1,995,000	\$1,795.50	\$0	\$0.00	\$4,523.70
Building	08/01/2021	08/01/2021	City Shop Building 1 - Vehicle Maintenance	1015 South Coleman	\$386,790	\$348.11	\$112,250	\$101.02	\$0	\$0.00	\$410.98
Building	08/01/2021	08/01/2021	City Shop Building 2 - Office, Shop, Vehicle Storage	1015 South Coleman	\$310,250	\$279.22	\$275,000	\$247.50	\$0	\$0.00	\$481.98
Building	08/01/2021	08/01/2021	City Shop Building 3 - Rear Vehicle Storage	1015 South Coleman	\$174,242	\$156.82	\$20,000	\$18.00	\$0	\$0.00	\$159.97
Building	08/01/2021	08/01/2021	City Shop Building 4 - Paint Storage	1015 South Coleman	\$28,793	\$25.91	\$20,000	\$18.00	\$0	\$0.00	\$40.18
Building	08/01/2021	08/01/2021	City Shop Chlorine Storage Building	1015 South Coleman	\$11,108	\$10.00	\$25,000	\$22.50	\$0	\$0.00	\$29.74
Building	08/01/2021	08/01/2021	City Softball Complex - Concession Building	69 North 200 West	\$47,140	\$42.43	\$0	\$0.00	\$0	\$0.00	\$38.83
Building	08/01/2021	08/01/2021	Copper Canyon Park - Pavilion	265 West Slate Street	\$32,644	\$29.38	\$0	\$0.00	\$0	\$0.00	\$26.88
Building	08/01/2021	08/01/2021	Copper Canyon Park - Restroom	265 West Slate Street	\$36,361	\$32.72	\$0	\$0.00	\$0	\$0.00	\$29.94
Building	08/01/2021	08/01/2021	Dow James Park - Boys & Girls Club Building	400 North 438 West	\$1,855,051	\$1,669.55	\$20,800	\$18.72	\$0	\$0.00	\$1,544.88
Building	08/01/2021	08/01/2021	Dow James Park - Pavilion	400 North 438 West	\$20,036	\$18.03	\$0	\$0.00	\$0	\$0.00	\$16.50
Building	08/01/2021	08/01/2021	Dow James Park - Restroom	400 North 438 West	\$62,833	\$56.55	\$0	\$0.00	\$0	\$0.00	\$51.75
Building	08/01/2021	08/01/2021	Elton Park - East Pavilion 1	400 N Broadway	\$11,367	\$10.23	\$0	\$0.00	\$0	\$0.00	\$9.36
Building	08/01/2021	08/01/2021	Elton Park - Middle Pavilion 3	400 N Broadway	\$20,973	\$18.88	\$0	\$0.00	\$0	\$0.00	\$17.28
Building	08/01/2021	08/01/2021	Elton Park - Restroom	400 N Broadway	\$63,026	\$56.72	\$0	\$0.00	\$0	\$0.00	\$51.90
Building	08/01/2021	08/01/2021	Elton Park - West Pavilion 2	400 N Broadway	\$20,973	\$18.88	\$0	\$0.00	\$0	\$0.00	\$17.28
Building	08/01/2021	08/01/2021	Elton Park Tot Lots Swings Playgrd Eq	400 N Broadway	\$17,600	\$15.84	\$0	\$0.00	\$0	\$0.00	\$14.50

Type	Invoice Date	Effective Date	Description	Location	Building Value	Building Premium	Contents Value	Contents Premium	Bus. Int. Value	Bus. Int. Premium	Total Premium
Building	08/01/2021	08/01/2021	England Acres Park - Pavillon/Restrooms	910 N 400 E	\$165,720	\$149.15	\$0	\$0.00	\$0	\$0.00	\$136.48
Building	08/01/2021	08/01/2021	Fire Station #2	82 North 7th Street	\$579,371	\$521.43	\$365,000	\$328.50	\$0	\$0.00	\$777.74
Building	08/01/2021	08/01/2021	Fire Station #2- Storage Building	82 North 7th Street	\$157,444	\$141.70	\$20,000	\$18.00	\$0	\$0.00	\$146.13
Building	08/01/2021	08/01/2021	Fire Station NO.1	90 North Main	\$1,225,012	\$1,102.51	\$165,000	\$148.50	\$0	\$0.00	\$1,144.76
Building	08/01/2021	08/01/2021	Gleneagles Park - Pavilions (3)	971 No 600 West	\$12,591	\$11.33	\$0	\$0.00	\$0	\$0.00	\$10.37
Building	08/01/2021	08/01/2021	Kennecott B Wellhouse	955 North Ericson Road	\$413,567	\$372.21	\$0	\$0.00	\$0	\$0.00	\$340.60
Building	08/01/2021	08/01/2021	Linear Park Pavillon (2)	1380 N 220 West	\$38,406	\$34.56	\$0	\$0.00	\$0	\$0.00	\$31.62
Building	08/01/2021	08/01/2021	Old Cemetery Fence	710 So Hwy 36	\$10,400	\$9.36	\$0	\$0.00	\$0	\$0.00	\$8.56
Building	08/01/2021	08/01/2021	Old City Hall Leased to Daughters of UT Pioneers	39 East Vine Street	\$177,841	\$160.06	\$0	\$0.00	\$0	\$0.00	\$146.47
Building	08/01/2021	08/01/2021	Old City Library Leased to Sons of UT Pioneers	47 East Vine Street	\$649,094	\$584.18	\$0	\$0.00	\$0	\$0.00	\$534.56
Building	08/01/2021	08/01/2021	Old Clinic	255 S 100 E	\$50,000	\$45.00	\$0	\$0.00	\$0	\$0.00	\$41.18
Building	08/01/2021	08/01/2021	Oquirrh Hills Golf Course Club House	1255 East Vine Street	\$1,079,447	\$971.50	\$88,740	\$79.87	\$0	\$0.00	\$962.08
Building	08/01/2021	08/01/2021	Oquirrh Hills Golf Course Pavillion	1255 East Vine Street	\$152,765	\$137.49	\$0	\$0.00	\$0	\$0.00	\$125.81
Building	08/01/2021	08/01/2021	Oquirrh Hills Golf Course Range Building	1255 East Vine Street	\$25,411	\$22.87	\$20,000	\$18.00	\$0	\$0.00	\$37.40
Building	08/01/2021	08/01/2021	Oquirrh Hills Golf Course Secondary Pump House	1255 East Vine Street	\$326,445	\$293.80	\$0	\$0.00	\$0	\$0.00	\$268.85
Building	08/01/2021	08/01/2021	Oquirrh Hills pavillion	1255 E Vine St	\$25,000	\$22.50	\$0	\$0.00	\$0	\$0.00	\$20.59
Building	08/01/2021	08/01/2021	Overlake Golf Course Secondary Pump House	Lake 13 Overlake Drive	\$400,000	\$360.00	\$0	\$0.00	\$0	\$0.00	\$329.42
Building	08/01/2021	08/01/2021	Parker's Park Restrooms and Concession Bldg	202 West DIMaggio Drive	\$129,977	\$116.98	\$0	\$0.00	\$0	\$0.00	\$107.04
Building	08/01/2021	08/01/2021	Parks - Office, Shop, Equipment Storage	538 E 110 N	\$495,813	\$446.23	\$100,000	\$90.00	\$0	\$0.00	\$490.69
Building	08/01/2021	08/01/2021	Parks Operations Warehouse	270 East Maple Street	\$95,581	\$86.02	\$20,000	\$18.00	\$0	\$0.00	\$95.18
Building	08/01/2021	08/01/2021	Police Department Ancillary Building	50 North Garden Street	\$263,335	\$237.00	\$50,000	\$45.00	\$0	\$0.00	\$258.05
Building	08/01/2021	08/01/2021	Police Department Building	50 North Garden Street	\$7,108,071	\$6,397.26	\$250,000	\$225.00	\$0	\$0.00	\$6,059.82
Building	08/01/2021	08/01/2021	Pratt Aquatic Center	55 North 2nd West	\$6,979,112	\$6,281.20	\$900,000	\$810.00	\$0	\$0.00	\$6,488.93
Building	08/01/2021	08/01/2021	Pratt Aquatic Center Park - East Pavilion	55 North 2nd West Vine Street	\$63,831	\$57.45	\$0	\$0.00	\$0	\$0.00	\$52.57
Building	08/01/2021	08/01/2021	Pratt Aquatic Center Park - Restrooms	55 North 2nd West Vine Street	\$68,154	\$61.34	\$0	\$0.00	\$0	\$0.00	\$56.13
Building	08/01/2021	08/01/2021	Pratt Aquatic Center Park - West Pavillion	55 North 2nd West Vine Street	\$107,431	\$96.69	\$0	\$0.00	\$0	\$0.00	\$88.48
Building	08/01/2021	08/01/2021	Pratt Aquatic Park Restrooms	200 W Vine Street	\$167,000	\$150.30	\$0	\$0.00	\$0	\$0.00	\$137.54
Building	08/01/2021	08/01/2021	Railroad Museum	35 North Broadway	\$171,185	\$154.07	\$14,000	\$12.60	\$0	\$0.00	\$152.51
Building	08/01/2021	08/01/2021	Railroad Museum - Foreman's House	35 North Broadway	\$152,378	\$137.14	\$20,000	\$18.00	\$0	\$0.00	\$141.96
Building	08/01/2021	08/01/2021	Railroad Museum - Pavilion	35 North Broadway	\$16,890	\$15.20	\$0	\$0.00	\$0	\$0.00	\$13.91
Building	08/01/2021	08/01/2021	Railroad Museum - Repair Garage	35 North Broadway	\$22,745	\$20.47	\$20,000	\$18.00	\$0	\$0.00	\$35.20

Type	Invoice Date	Effective Date	Description	Location	Building Value	Building Premium	Contents Value	Contents Premium	Bus. Int. Value	Bus. Int. Premium	Total Premium
Building	08/01/2021	08/01/2021	Rancho Park - Pavillion	900 West 920 south	\$37,460	\$33.71	\$0	\$0.00	\$0	\$0.00	\$30.85
Building	08/01/2021	08/01/2021	Rancho Park - Restrooms	900 West 920 South	\$61,787	\$55.61	\$0	\$0.00	\$0	\$0.00	\$50.89
Building	08/01/2021	08/01/2021	Rodeo Grounds Wellhouse	575 North 200 West	\$409,694	\$368.72	\$0	\$0.00	\$0	\$0.00	\$337.40
Building	08/01/2021	08/01/2021	Settlement Canyon Chlorinator Building	800 South Canyon Rd	\$155,162	\$139.65	\$0	\$0.00	\$0	\$0.00	\$127.79
Building	08/01/2021	08/01/2021	Settlers Park - Pavillion	50 West 520 South	\$21,702	\$19.53	\$0	\$0.00	\$0	\$0.00	\$17.87
Building	08/01/2021	08/01/2021	Skyline Booster Pump	42 East Skyline Drive	\$158,363	\$142.53	\$0	\$0.00	\$0	\$0.00	\$130.42
Building	08/01/2021	08/01/2021	Skyline Park - Pavillion/Restrooms	651 Skyline Drive	\$194,201	\$174.78	\$0	\$0.00	\$0	\$0.00	\$159.94
Building	08/01/2021	08/01/2021	Statn Booster Pump	916 West 700 South	\$452,672	\$407.40	\$0	\$0.00	\$0	\$0.00	\$372.80
Building	08/01/2021	08/01/2021	Swimming Pool Pavillion	55 North 2nd West	\$58,300	\$52.47	\$0	\$0.00	\$0	\$0.00	\$48.01
Building	08/01/2021	08/01/2021	Tooele City Police Station	50 North Garden Street	\$10,737,006	\$9,663.30	\$645,000	\$580.50	\$0	\$0.00	\$9,373.78
Building	08/01/2021	08/01/2021	Veterans Park - Pergolas (3)	Main Street Vine	\$63,696	\$57.33	\$0	\$0.00	\$0	\$0.00	\$52.46
Building	08/01/2021	08/01/2021	Water Finance Storage	1015 South Coleman	\$196,104	\$176.49	\$250,000	\$225.00	\$0	\$0.00	\$367.39
Building	08/01/2021	08/01/2021	Water Reclamation Facility - Administration Building	3300 North 1200 West	\$370,618	\$333.56	\$200,000	\$180.00	\$0	\$0.00	\$469.94
Building	08/01/2021	08/01/2021	Water Reclamation Facility - Blower Building	3300 North 1200 West	\$116,640	\$104.98	\$300,000	\$270.00	\$0	\$0.00	\$343.13
Building	08/01/2021	08/01/2021	Water Reclamation Facility - Clarifiers (3)	3300 North 1200 West	\$7,101,500	\$6,391.35	\$0	\$0.00	\$0	\$0.00	\$5,848.52
Building	08/01/2021	08/01/2021	Water Reclamation Facility - Digester	3300 North 1200 West	\$1,249,200	\$1,124.28	\$0	\$0.00	\$0	\$0.00	\$1,028.79
Building	08/01/2021	08/01/2021	Water Reclamation Facility - Effluent Pump Building	3300 North 1200 West	\$64,471	\$58.02	\$200,000	\$180.00	\$0	\$0.00	\$217.80
Building	08/01/2021	08/01/2021	Water Reclamation Facility - Filter Building	3300 North 1200 West	\$328,675	\$295.81	\$1,500,000	\$1,350.00	\$0	\$0.00	\$1,506.03
Building	08/01/2021	08/01/2021	Water Reclamation Facility - Green House	3300 North 1200 West	\$280,700	\$252.63	\$2,000,000	\$1,800.00	\$0	\$0.00	\$1,878.29
Building	08/01/2021	08/01/2021	Water Reclamation Facility - Headworks Building	3300 North 1200 West	\$64,675	\$58.21	\$500,000	\$450.00	\$0	\$0.00	\$465.05
Building	08/01/2021	08/01/2021	Water Reclamation Facility - Oxidation Ditch (2)	3300 North 1200 West	\$2,200,000	\$1,980.00	\$0	\$0.00	\$0	\$0.00	\$1,811.84
Building	08/01/2021	08/01/2021	Water Reclamation Facility - Scale Building	3300 North 1200 West	\$19,096	\$17.19	\$0	\$0.00	\$0	\$0.00	\$15.73
Building	08/01/2021	08/01/2021	Water Reclamation Facility - Solids Handling Building	3300 North 1200 West	\$769,010	\$692.11	\$500,000	\$450.00	\$0	\$0.00	\$1,045.11
Building	08/01/2021	08/01/2021	Water Reclamation Facility - Thickener	3300 North 1200 West	\$700,500	\$630.45	\$0	\$0.00	\$0	\$0.00	\$576.90
Building	08/01/2021	08/01/2021	Water Reclamation Facility - Truck Shop	3300 North 1200 West	\$730,139	\$657.12	\$312,200	\$280.98	\$0	\$0.00	\$858.43
Building	08/01/2021	08/01/2021	Water Reclamation Facility - UV Building	3300 North 1200 West	\$68,966	\$62.07	\$364,000	\$327.60	\$0	\$0.00	\$356.58
Building	08/01/2021	08/01/2021	Water Tank 3 - 3 MG	825 S Canyon Road	\$1,500,000	\$1,350.00	\$0	\$0.00	\$0	\$0.00	\$1,235.34
Building	08/01/2021	08/01/2021	Water Tank 4 - 2 MG	650 S Mountaineer Drive	\$1,000,000	\$900.00	\$0	\$0.00	\$0	\$0.00	\$823.56

Type	Invoice Date	Effective Date	Description	Location	Building Value	Building Premium	Contents Value	Contents Premium	Bus. Int. Value	Bus. Int. Premium	Total Premium
Building	08/01/2021	08/01/2021	Water Tank 5 - 2 MG	700 E Cassity Drive	\$1,000,000	\$900.00	\$0	\$0.00	\$0	\$0.00	\$823.56
Building	08/01/2021	08/01/2021	Water Tank 5 - Chlorinator Building	700 E Cassity Drive	\$127,720	\$114.95	\$0	\$0.00	\$0	\$0.00	\$105.19
Building	08/01/2021	08/01/2021	Water Tank 6 - 2.5 MG	1651 E Middle Canyon Rd	\$1,250,000	\$1,125.00	\$0	\$0.00	\$0	\$0.00	\$1,029.45
Building	08/01/2021	08/01/2021	Water Tank 7 - 2.5 MG	882 So 900 West	\$1,250,000	\$1,125.00	\$0	\$0.00	\$0	\$0.00	\$1,029.45
Building	08/01/2021	08/01/2021	Water Tank 8 - 1 MG	845 No 520 East	\$600,000	\$540.00	\$0	\$0.00	\$0	\$0.00	\$494.14
Building	08/01/2021	08/01/2021	Well 11 - Chlorinator Building	650 S Mountaineer Drive	\$455,984	\$410.39	\$0	\$0.00	\$0	\$0.00	\$375.54
Building	08/01/2021	08/01/2021	Well 12 - Chlorinator Building	1288 South Cassity Drive	\$453,467	\$408.12	\$0	\$0.00	\$0	\$0.00	\$373.46
Building	08/01/2021	08/01/2021	Well 13 - Chlorinator Building	2100 East Middle Canyon Road	\$409,944	\$368.95	\$0	\$0.00	\$0	\$0.00	\$337.62
Building	08/01/2021	08/01/2021	Well 14 - Chlorinator Building	881 South Main Street 300 East	\$404,872	\$364.38	\$0	\$0.00	\$0	\$0.00	\$333.43
Building	08/01/2021	08/01/2021	Well 15 Booster Station	345 No 520 East	\$751,611	\$676.45	\$0	\$0.00	\$0	\$0.00	\$619.00
Building	08/01/2021	08/01/2021	Well 5 - Chlorinator Building	419 So 300 West	\$408,963	\$368.07	\$0	\$0.00	\$0	\$0.00	\$336.81
Building	08/01/2021	08/01/2021	Well 6 - Chlorinator Building	111 South Millburn Drive	\$538,000	\$484.20	\$0	\$0.00	\$0	\$0.00	\$443.08
Building	08/01/2021	08/01/2021	Well 7 - Chlorinator Building	350 south 1150 West	\$450,157	\$405.14	\$0	\$0.00	\$0	\$0.00	\$370.73
Building	08/01/2021	08/01/2021	Well 8 - Chlorinator Building	600 South 1150 West	\$400,270	\$360.24	\$0	\$0.00	\$0	\$0.00	\$329.64
Building	08/01/2021	08/01/2021	Well 9 - Chlorinator Building	591 So Main	\$400,611	\$360.55	\$0	\$0.00	\$0	\$0.00	\$329.93
Building	08/01/2021	08/01/2021	Youth Center and Golf Cart Storage	102 North 7th Street	\$531,000	\$477.90	\$0	\$0.00	\$0	\$0.00	\$437.31

Type	Invoice Date	Effective Date	Description	Serial Number	Value	Premium
Contractor's Equipment	08/01/2021	08/01/2021	(80) 2019 Yamaha DR2A EFI Golf Carts valued at \$4750 each	See docs for all serial numbers	\$380,800	\$313.61
Contractor's Equipment	08/01/2021	08/01/2021	1989 Honda TRX300		\$500	\$0.41
Contractor's Equipment	08/01/2021	08/01/2021	1995 Caterpillar Intergrader/Loader	3CL01752	\$118,000	\$97.18
Contractor's Equipment	08/01/2021	08/01/2021	1996 Case Backhoe 580 Super L	JJG0196775	\$63,521	\$52.31
Contractor's Equipment	08/01/2021	08/01/2021	1997 Lely Shreader	10309-2208	\$1,000	\$0.82
Contractor's Equipment	08/01/2021	08/01/2021	1997 Toro Grounds Master 325	70477	\$2,500	\$2.06
Contractor's Equipment	08/01/2021	08/01/2021	1997 Toro Sand Pro 2020	210470241	\$2,000	\$1.65
Contractor's Equipment	08/01/2021	08/01/2021	1998 Curshman Truckster	98005733	\$5,000	\$4.12
Contractor's Equipment	08/01/2021	08/01/2021	1998 Toro Grounds Master 345	60254	\$2,500	\$2.06
Contractor's Equipment	08/01/2021	08/01/2021	1998 Toro Sand Pro 2020	260000272	\$4,000	\$3.29
Contractor's Equipment	08/01/2021	08/01/2021	1999 Honda Motorcycle TRX300 4x4	478TE1509XA028437	\$1,000	\$0.82
Contractor's Equipment	08/01/2021	08/01/2021	1999 Hyster Forklift	HI77RI	\$13,000	\$10.71
Contractor's Equipment	08/01/2021	08/01/2021	1999 Toro Reelmaster 3100D	320190685	\$8,000	\$6.59
Contractor's Equipment	08/01/2021	08/01/2021	1999 Toro Reelmaster 5400D	03543-90414	\$7,500	\$6.18
Contractor's Equipment	08/01/2021	08/01/2021	1999 Toro Workman 3300D Sprayer	07205-90154	\$12,000	\$9.88
Contractor's Equipment	08/01/2021	08/01/2021	2000 Case Loader 621C	JJE0125033	\$91,624	\$75.46

Policy Number: 14180-PROPERTY

Billing Mode: Annual

Created Date: 7/13/2021

Invoice #:1592368

Contractor's Equipment	08/01/2021	08/01/2021	2000Mitsubishi Fork Lift	AF17B11005	\$12,106	\$9.97
Contractor's Equipment	08/01/2021	08/01/2021	2001 EZGO Golf Cart	EZGO8201-1343141	\$2,000	\$1.65
Contractor's Equipment	08/01/2021	08/01/2021	2001 Honda 4 Wheeler	foreman	\$2,500	\$2.06
Contractor's Equipment	08/01/2021	08/01/2021	2001 Jacobsen Cushman Trk	LM10703	\$8,000	\$6.59
Contractor's Equipment	08/01/2021	08/01/2021	2001 Kubota L4200	L4200D61987	\$10,000	\$8.24
Contractor's Equipment	08/01/2021	08/01/2021	2001 Toro Grounds Master 455D(2)	30450-220000147	\$1,500	\$1.24
Contractor's Equipment	08/01/2021	08/01/2021	2002 Case Backhoe 590	JIG0288297	\$66,795	\$55.01
Contractor's Equipment	08/01/2021	08/01/2021	2002 Grasshopper Grasshopper	5312417	\$5,000	\$4.12
Contractor's Equipment	08/01/2021	08/01/2021	2002 Grasshopper Rotary Deck Mower	5314532	\$5,000	\$4.12
Contractor's Equipment	08/01/2021	08/01/2021	2002 Honda ATV - TRX-350FE	TBA	\$2,000	\$1.65
Contractor's Equipment	08/01/2021	08/01/2021	2003 Honda ATV - TRX350TM	TBA	\$2,000	\$1.65
Contractor's Equipment	08/01/2021	08/01/2021	2003 Toro Aerothatch 83	44830-240000435	\$4,000	\$3.29
Contractor's Equipment	08/01/2021	08/01/2021	2003 Toro Sand Pro 5020	0886-23000015	\$8,000	\$6.59
Contractor's Equipment	08/01/2021	08/01/2021	2003 TyCrop Ty-Crop Spreader	MH-400 11364	\$15,000	\$12.35
Contractor's Equipment	08/01/2021	08/01/2021	2004 Buffalo Blower	9436	\$4,500	\$3.71
Contractor's Equipment	08/01/2021	08/01/2021	2004 Case 580 Super M	N4C305598	\$50,000	\$41.18
Contractor's Equipment	08/01/2021	08/01/2021	2004 Smithco SweepStar V62	78239	\$10,000	\$8.24
Contractor's Equipment	08/01/2021	08/01/2021	2004 Toro Groundmaster 4500D	30856-240000820	\$15,000	\$12.35
Contractor's Equipment	08/01/2021	08/01/2021	2004 Toro Groundmaster 3500D	30821-240000283	\$10,000	\$8.24
Contractor's Equipment	08/01/2021	08/01/2021	2005 Club Car Golf Car	563389	\$500	\$0.41
Contractor's Equipment	08/01/2021	08/01/2021	2005 Club Car Golf Car	563413	\$500	\$0.41
Contractor's Equipment	08/01/2021	08/01/2021	2005 Club Car Golf Car	563392	\$500	\$0.41
Contractor's Equipment	08/01/2021	08/01/2021	2005 Club Car Golf Cart	AG0543-563400	\$500	\$0.41
Contractor's Equipment	08/01/2021	08/01/2021	2005 Club Car Golf Cart	AG0543-56308	\$500	\$0.41
Contractor's Equipment	08/01/2021	08/01/2021	2005 Club Car Golf Cart	AG0543-563384	\$500	\$0.41
Contractor's Equipment	08/01/2021	08/01/2021	2005 Club Car Golf Cart	AG0543-563390	\$500	\$0.41
Contractor's Equipment	08/01/2021	08/01/2021	2005 Club Car Golf Cart	AG0543-563401	\$500	\$0.41
Contractor's Equipment	08/01/2021	08/01/2021	2005 Simplex Grinder - Peerless 2000	416	\$20,000	\$16.47
Contractor's Equipment	08/01/2021	08/01/2021	2005 Toro Reelmaster 1000	40572570	\$500	\$0.41
Contractor's Equipment	08/01/2021	08/01/2021	2006 Aerway Aerway	6060003265	\$3,000	\$2.47
Contractor's Equipment	08/01/2021	08/01/2021	2006 Grasshopper Grasshopper	5618108	\$7,000	\$5.76
Contractor's Equipment	08/01/2021	08/01/2021	2006 Grasshopper Grasshopper	5621162	\$7,000	\$5.76
Contractor's Equipment	08/01/2021	08/01/2021	2006 Grasshopper Grasshopper	5631161	\$7,000	\$5.76
Contractor's Equipment	08/01/2021	08/01/2021	2006 Jacobsen G Plex III G1	DN0009888	\$2,500	\$2.06

Contractor's Equipment	08/01/2021	08/01/2021	2006 Toro Greensmaster 3150	25000775	\$8,000	\$6.59
Contractor's Equipment	08/01/2021	08/01/2021	2006 Toro Pro Core 648	69200-26000-1030	\$12,000	\$9.88
Contractor's Equipment	08/01/2021	08/01/2021	2006 Toro Sand Pro 5020	21000029	\$8,000	\$6.59
Contractor's Equipment	08/01/2021	08/01/2021	2006 Vertidrain Vertidrain 7215	A7395	\$8,000	\$6.59
Contractor's Equipment	08/01/2021	08/01/2021	2007 Concord Hot Box	109A4007179040130	\$25,800	\$21.25
Contractor's Equipment	08/01/2021	08/01/2021	2007 Ideal Grinder	18029	\$15,000	\$12.35
Contractor's Equipment	08/01/2021	08/01/2021	2007 Ingersoll Rand Roller	196575	\$38,550	\$31.75
Contractor's Equipment	08/01/2021	08/01/2021	2007 Jacobsen G Plex III G2	F1000325	\$2,500	\$2.06
Contractor's Equipment	08/01/2021	08/01/2021	2007 Jacobsen G Plex III G4	F1000493	\$2,500	\$2.06
Contractor's Equipment	08/01/2021	08/01/2021	2007 Kawasaki Mule 3000	JK1AFCG1X78513588	\$4,500	\$3.71
Contractor's Equipment	08/01/2021	08/01/2021	2007 Kawasaki Mule 600	KAF400B	\$3,500	\$2.88
Contractor's Equipment	08/01/2021	08/01/2021	2007 Ryan Sod Cutter	2447CC	\$1,500	\$1.24
Contractor's Equipment	08/01/2021	08/01/2021	2008 - Toro Reelmaster 5410	03670-280001081	\$20,000	\$16.47
Contractor's Equipment	08/01/2021	08/01/2021	2008 Grasshopper Grasshopper	5814039	\$8,000	\$6.59
Contractor's Equipment	08/01/2021	08/01/2021	2008 Grasshopper Rotary Deck Mower	5813646	\$8,000	\$6.59
Contractor's Equipment	08/01/2021	08/01/2021	2008 Honda 4-Wheeler	Rancher	\$3,000	\$2.47
Contractor's Equipment	08/01/2021	08/01/2021	2008 Jacobsen Cushman	84057-1751	\$12,000	\$9.88
Contractor's Equipment	08/01/2021	08/01/2021	2008 Toro Grounds Master 4100	304112-280008112	\$20,000	\$16.47
Contractor's Equipment	08/01/2021	08/01/2021	2008 Toro Reelmaster 5410	03670-28000825	\$20,000	\$16.47
Contractor's Equipment	08/01/2021	08/01/2021	2008 Toro Workman 2110	07277-280000427	\$2,000	\$1.65
Contractor's Equipment	08/01/2021	08/01/2021	2009 EZGO MPT800 Cart	2638291	\$3,000	\$2.47
Contractor's Equipment	08/01/2021	08/01/2021	2010 Bandit Chipper	5920	\$4,000	\$3.29
Contractor's Equipment	08/01/2021	08/01/2021	2010 Toro Grounds Master 3280	30345-310000211	\$12,000	\$9.88
Contractor's Equipment	08/01/2021	08/01/2021	2010 Toro Workman / Sprayer	07370-310000226	\$30,000	\$24.71
Contractor's Equipment	08/01/2021	08/01/2021	2012 Grasshopper Rotary Deck Mower	6216465	\$10,000	\$8.24
Contractor's Equipment	08/01/2021	08/01/2021	2012 Kubota 5740 Tractor/Loader	L4570-72523	\$30,000	\$24.71
Contractor's Equipment	08/01/2021	08/01/2021	2012 Terex TC 48	TC00480724	\$19,999	\$16.47
Contractor's Equipment	08/01/2021	08/01/2021	2012 Toro Groundsmaster 3500D	313000569	\$30,000	\$24.71
Contractor's Equipment	08/01/2021	08/01/2021	2012 Toro Groundsmaster 4500d	313000512	\$45,000	\$37.06
Contractor's Equipment	08/01/2021	08/01/2021	2013 Grasshopper Grasshopper	64126175	\$10,000	\$8.24
Contractor's Equipment	08/01/2021	08/01/2021	2013 Grasshopper Rotary Deck Mower	6313130	\$10,000	\$8.24
Contractor's Equipment	08/01/2021	08/01/2021	2013 Honda ATV - TRX420 4x4	1HFTE3595D4600475	\$8,000	\$6.59
Contractor's Equipment	08/01/2021	08/01/2021	2013 Toro Sand Pro 3040	313000437	\$10,000	\$8.24
Contractor's Equipment	08/01/2021	08/01/2021	2014 Lely Lely Spreader	232051E13	\$2,500	\$2.06

Policy Number: 14180-PROPERTY

Billing Motie: Annual

Created Date: 7/13/2021

Invoice #:1592368

Contractor's Equipment	08/01/2021	08/01/2021	2017 Cijline Crack Sealer	M4DHDP	\$73,300	\$60.37
Contractor's Equipment	08/01/2021	08/01/2021	2017 CP Air Compressor	HOP054786	\$20,500	\$16.88
Contractor's Equipment	08/01/2021	08/01/2021	2017 Toro Groundsmaster	A100 D (Leased)	\$62,758	\$51.68
Contractor's Equipment	08/01/2021	08/01/2021	2017 Toro Greensmaster Triflex Hybrid 3320	04530-401268330	\$34,668	\$28.55
Contractor's Equipment	08/01/2021	08/01/2021	2017 Toro Workman GTX	02131-31600146	\$8,000	\$6.59
Contractor's Equipment	08/01/2021	08/01/2021	2018 Kubota RTVX1100C RTV w/attachments	42807	\$36,985	\$30.46
Contractor's Equipment	08/01/2021	08/01/2021	2019 Bobcat S650	AL1825503	\$25,000	\$20.59
Contractor's Equipment	08/01/2021	08/01/2021	2019 John Deere Excavator 60G Mini-X	1FF060GKKJ291109	\$72,926	\$60.06
Contractor's Equipment	08/01/2021	08/01/2021	2020 ATV TRX520	vin # 1HFTE46F9L4500646	\$10,960	\$9.02
Contractor's Equipment	08/01/2021	08/01/2021	2020 John Deere Tractor 544L	1DW544LZPLF705318	\$158,184	\$130.28
Contractor's Equipment	08/01/2021	08/01/2021	2020 John Deere Tractor 544L	1DW544LZALF705276	\$137,337	\$113.10
Contractor's Equipment	08/01/2021	08/01/2021	2020 Kubota M4D-071HDC12 Tractor	10145	\$51,380	\$42.31
Contractor's Equipment	08/01/2021	08/01/2021	2020 Mack 10 Wheeler	1M2GR4GC4LM015184	\$150,000	\$123.53
Contractor's Equipment	08/01/2021	08/01/2021	2020 Norstar Trailer	50HEB2431L1042187	\$6,631	\$5.46
Contractor's Equipment	08/01/2021	08/01/2021	2020 TRAILER MCEL VX50-800	vin # 1M9FE1227LS284121	\$78,147	\$64.36
Contractor's Equipment	08/01/2021	08/01/2021	2020 Yamaha Scooter	RKRSEB1Y2LA005184	\$3,500	\$2.88
Contractor's Equipment	08/01/2021	08/01/2021	2021 Haulmark Trallor PP716T2-D	V# 7KD1E1627MU005080	\$5,977	\$4.92
Contractor's Equipment	08/01/2021	08/01/2021	2021 Hyster Forklift H60FT	P177V15800V	\$39,900	\$32.86
Contractor's Equipment	08/01/2021	08/01/2021	2021 Mack 10 Wheeler	1M2GR4NCXMM001617	\$154,442	\$127.20
Contractor's Equipment	08/01/2021	08/01/2021	2021 Yamaha YW125MB	RKRSEB1Y OMA005377	\$3,500	\$2.88
Contractor's Equipment	08/01/2021	08/01/2021	Greensmaster 3320	405405049	\$38,000	\$31.30
Contractor's Equipment	08/01/2021	08/01/2021	Honda Side by Side	1HFVE04X33H4101090	\$19,296	\$15.90
Contractor's Equipment	08/01/2021	08/01/2021	Kubota Skid Steer	KBCS0651LK3F52244	\$42,606	\$35.08
Contractor's Equipment	08/01/2021	08/01/2021	Planet Air29	29005	\$12,000	\$9.88
Contractor's Equipment	08/01/2021	08/01/2021	Plant Air29 Model # 29	290006	\$12,000	\$9.88
Contractor's Equipment	08/01/2021	08/01/2021	Toro Pro Sweep	TBA	\$5,000	\$4.12
Contractor's Equipment	08/01/2021	08/01/2021	Tru-Turf Roller	R52-1176-11384	\$4,000	\$3.29
Contractor's Equipment	08/01/2021	08/01/2021	Tru-Turn Roller	R52-1112 T1521	\$4,000	\$3.29
Contractor's Equipment	08/01/2021	08/01/2021	Turf Co Metermatic XL	85460-H0013	\$2,500	\$2.05
Contractor's Equipment	08/01/2021	08/01/2021	Used Case 590SN Tractor Loader Backhoe	JIGN59SNJC756234	\$115,000	\$94.71
Contractor's Equipment	08/01/2021	08/01/2021	Wanco, WVTM, 2020	5F12S1218L1006429	\$6,631	\$5.46
Contractor's Equipment	08/01/2021	08/01/2021	WANCO, WVTM, 2020	5F12S1219L1006424	\$6,631	\$5.46

Type	Invoice Date	Effective Date	Description	Location	Value	Premium
Equipment in the Open	08/01/2021	08/01/2021	Aquatic Park - Tot Lot Playground Eq	55 North 2nd West Vine Street	\$42,400	\$34.92

Policy Number: 14180-PROPERTY

Billing Mode: Annual

Created Date: 7/13/2021

Invoice #:1592368

Type	Invoice Date	Effective Date	Description	Location	Value	Premium
Equipment In the Open	08/01/2021	08/01/2021	Babe Ruth Park Lighting	200 East 100 South	\$144,000	\$118.59
Equipment In the Open	08/01/2021	08/01/2021	Babe Ruth Park Tot Lot Playground Eq	200 East 100 South	\$31,800	\$26.19
Equipment In the Open	08/01/2021	08/01/2021	City Softball Complex - Lights	69 North 200 West	\$175,000	\$144.12
Equipment In the Open	08/01/2021	08/01/2021	Copper Canyon Tot Lot Play Ground Eq.	North Broadway	\$63,600	\$52.38
Equipment In the Open	08/01/2021	08/01/2021	Dow James Tot Lot: Playgrd EQ 7 Swings	400 North 438 West	\$48,800	\$40.19
Equipment In the Open	08/01/2021	08/01/2021	Elton Park - Lighting	400 N Broadway	\$358,000	\$294.84
Equipment In the Open	08/01/2021	08/01/2021	Elton Park - Pickleball Courts	400 N Broadway	\$127,000	\$104.59
Equipment In the Open	08/01/2021	08/01/2021	Elton Park - Tot Lot Playground Eq.	400 N Broadway	\$50,000	\$41.18
Equipment In the Open	08/01/2021	08/01/2021	Elton Park Tot Lots Playaroud Eq.	400 N Broadway	\$67,600	\$55.67
Equipment In the Open	08/01/2021	08/01/2021	England Acres Park Tot Lot Playground Eq	910 N 400 E	\$48,800	\$40.19
Equipment In the Open	08/01/2021	08/01/2021	Glenn Eagles Park Playground Eq Swings	971 No 600 West	\$63,600	\$52.38
Equipment In the Open	08/01/2021	08/01/2021	Linear Park Tot Lots Playground Eq. 2	1380 N 220 West	\$21,200	\$17.46
Equipment In the Open	08/01/2021	08/01/2021	Parker's Park Lights	202 West DiMaggio Drive	\$144,000	\$118.59
Equipment In the Open	08/01/2021	08/01/2021	Parkers park, Playground Eq, Swings	202 West DiMaggio Drive	\$63,600	\$52.38
Equipment In the Open	08/01/2021	08/01/2021	Playground Equipment	651 Skyline Drive	\$153,000	\$126.00
Equipment In the Open	08/01/2021	08/01/2021	Rancho Park Tot Lot Playgrd Eq, Swings	900 West 900 South	\$43,500	\$35.82
Equipment In the Open	08/01/2021	08/01/2021	Settlers Park Tot Lot Playground Eq, Swings	50 West 520 South	\$41,400	\$34.10
Equipment In the Open	08/01/2021	08/01/2021	Veterans Park Bronze Statue Soldier & Dog	Main Street Vine	\$45,000	\$37.06
Equipment In the Open	08/01/2021	08/01/2021	Veterans Park Bronze Statue Soldier & Flag	Main Street Vine	\$38,000	\$31.30

UTAH LOCAL GOVERNMENTS TRUST

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Member #: 14180
Tooele City
90 N. Main Street
Tooele, UT 84074

Automobile Invoice

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Billing Type</u>	<u>Statement Date</u>	<u>Due Date</u>	<u>Invoice Number</u>
14180-AUTO	8/1/2021	6/30/2022	Annual	7/13/2021	8/10/2021	1592366

Summary

<u>Description</u>	<u>Count</u>	<u>Premium</u>
Auto Physical Damage	92	\$12,950.48

Invoice Total: \$12,950.48

Make checks payable to: *Utah Local Governments Trust*

Annual Vehicles

Invoice Date	Effective Date	Year	Make	Model	Vin	Value	Premium
08/01/2021	08/01/2021	2021	FORD	Explorer	1FM5K8AW1MNA02555	\$35,542	\$87.81
08/01/2021	08/01/2021	2021	FORD	Explorer	1FM5K8AW3MNA02556	\$35,542	\$87.81
08/01/2021	08/01/2021	2021	FORD	Explorer	1FM5K8AW8MNA02553	\$35,542	\$87.81
08/01/2021	08/01/2021	2021	FORD	F-150	1FTFW1E8XMKD59928	\$39,291	\$97.08
08/01/2021	08/01/2021	2021	FORD	F-Super Duty	1FT7X2B65MECA0922	\$47,000	\$116.12
08/01/2021	08/01/2021	2020	Chevrolet	Colorado	1GCHTBEA0L1170140	\$24,500	\$60.53
08/01/2021	08/01/2021	2020	Chevrolet	Colorado	1GCHTBEA2L1173816	\$24,545	\$60.64
08/01/2021	08/01/2021	2020	Ford	350	1FDRF3HT6LDA05914	\$56,977	\$140.77
08/01/2021	08/01/2021	2020	FORD	Explorer	1FM5K8AW6LGC01944	\$34,000	\$84.00
08/01/2021	08/01/2021	2020	Ford	Explorer	1FM5K8AW6LGC019444	\$32,000	\$79.06
08/01/2021	08/01/2021	2020	Ford	F150	1FTMF1CP3LKD24437	\$25,727	\$63.56
08/01/2021	08/01/2021	2020	Ford	F150	1FTMF1CP4LKE24630	\$25,893	\$63.97
08/01/2021	08/01/2021	2020	Ford	F-150	1FTEW1EP1LKE38034	\$34,494	\$85.22
08/01/2021	08/01/2021	2020	Ford	F-150	1FTFX1E42LKD34868	\$32,607	\$80.56
08/01/2021	08/01/2021	2020	Ford	F150 Crew Cab 4x4	1FTEW1E49LKE66136	\$35,000	\$86.47
08/01/2021	08/01/2021	2020	Ford	F250	1FTBF2B62LEC12300	\$29,775	\$73.56
08/01/2021	08/01/2021	2020	FORD	INTERCEPTOR	1FM5K8AW1LGA55940	\$50,000	\$123.53
08/01/2021	08/01/2021	2020	Ford	Interceptor	1FM5K8AW8LGC01945	\$90,000	\$222.36
08/01/2021	08/01/2021	2020	Ford	Interceptor	1FM5K8AWXLGC01946	\$90,000	\$222.36
08/01/2021	08/01/2021	2020	Mack - Snow Plow	10 Wheeler	1M2GR4GC1LM016535	\$204,495	\$505.25
08/01/2021	08/01/2021	2020	Mack -Snow Plow	10 Wheeler	1M2GR4GCOLM016526	\$204,495	\$505.25
08/01/2021	08/01/2021	2020	Mack- Snow Plow	10 Wheeler	1M2GR4GC2LM016530	\$204,495	\$505.25
08/01/2021	08/01/2021	2020	Mack- Snow Plow	10 Wheeler	1M2GR4GCXLM016534	\$204,495	\$505.25
08/01/2021	08/01/2021	2019	Ford	Escape	1FMCU9GD9KUB86398	\$27,000	\$66.71
08/01/2021	08/01/2021	2019	Ford	F 150	1FTEX1EP1KKC76983	\$28,500	\$70.42
08/01/2021	08/01/2021	2019	Ford	F 150	1FTEX1EP3KKC33732	\$44,015	\$108.75
08/01/2021	08/01/2021	2019	Ford	F 150	1FTEX1EP9KKC69005	\$44,015	\$108.75
08/01/2021	08/01/2021	2019	Ford	F-150	1FTEW1E40KFB03912	\$28,000	\$69.18
08/01/2021	08/01/2021	2019	Ford	F-150	1FTMF1EB5KKC33735	\$28,000	\$69.18
08/01/2021	08/01/2021	2019	Ford	F-250	1FTBF2B66KEG52227	\$28,000	\$69.18
08/01/2021	08/01/2021	2019	Ford	F250 4x4	1FT1W2BT0KEG52249	\$42,475	\$104.94
08/01/2021	08/01/2021	2019	Ford	F-350	1FTRF3B67KEF13289	\$28,000	\$69.18
08/01/2021	08/01/2021	2019	Ford	Transit	NM0GE9F28K1411203	\$30,000	\$74.12
08/01/2021	08/01/2021	2018	Ford	Escape	1FMCU0F74JUC37747	\$35,613	\$87.99
08/01/2021	08/01/2021	2018	Ford	Explorer	1FM5K8AR5JGC76660	\$32,500	\$80.30
08/01/2021	08/01/2021	2018	Ford	F 150	1FTEX1EP0JKF77128	\$24,960	\$61.67
08/01/2021	08/01/2021	2018	Ford	F-750 F7DE	1FDWF7DEXJDF03046	\$135,000	\$333.54
08/01/2021	08/01/2021	2018	Ford	Interceptor	1FM5K8AR4JGB58583	\$44,901	\$110.93
08/01/2021	08/01/2021	2018	Ford	Interceptor	1FM5K8AR6JGB58584	\$44,901	\$110.93
08/01/2021	08/01/2021	2018	Ford	Interceptor	1FM5K8AR8JGB58585	\$44,104	\$108.97
08/01/2021	08/01/2021	2018	Ford	Interceptor	1FM5K8AT1JGC95279	\$31,430	\$77.65
08/01/2021	08/01/2021	2018	Ford	Interceptor	1FM5K8AT6JGC95276	\$31,430	\$77.65
08/01/2021	08/01/2021	2018	JEEP	WRANGLER	1C4HJXD66JW294955	\$29,250	\$72.27
08/01/2021	08/01/2021	2017	Chev	1-Ton	1GB3KYCY5HF189443	\$49,475	\$122.24
08/01/2021	08/01/2021	2017	CHEV	Express Van	1GCWVAFG7H1304920	\$22,689	\$56.06
08/01/2021	08/01/2021	2017	FORD	Escape	1FMCU9JD1HUF00806	\$20,787	\$51.35

Annual Vehicles

Invoice Date	Effective Date	Year	Make	Model	Vin	Value	Premium
08/01/2021	08/01/2021	2017	Ford	F-150	1FTMF1E80HKD84186	\$45,000	\$111.18
08/01/2021	08/01/2021	2017	Ford	F-150	1FTMF1E84HKC86374	\$21,631	\$53.44
08/01/2021	08/01/2021	2017	Ford	F-150	1FTMF1E86HKC86375	\$21,631	\$53.44
08/01/2021	08/01/2021	2017	Ford	F-150	1FTMF1E88HKC86376	\$21,631	\$53.44
08/01/2021	08/01/2021	2017	Ford	F-250	1FTBF2B60HEC86032	\$24,931	\$61.59
08/01/2021	08/01/2021	2017	Ford	Interceptor	1FM5K8AR5HGC24990	\$45,000	\$111.18
08/01/2021	08/01/2021	2017	Ford	Interceptor	1FM5K8AR7HGC24988	\$45,000	\$111.18
08/01/2021	08/01/2021	2017	Ford	Interceptor	1FM5K8AR9HGC24989	\$45,000	\$111.18
08/01/2021	08/01/2021	2017	Ford	Interceptor	1FM5K8ARXHGC34723	\$45,000	\$111.18
08/01/2021	08/01/2021	2017	FREIGHTLINER	RAMJET	1FVACYCY4HHJB2941	\$268,000	\$662.14
08/01/2021	08/01/2021	2017	Jeep	Patriot Sport	1C4NJRBB4HD163695	\$23,370	\$57.74
08/01/2021	08/01/2021	2017	Jeep	Patriot Sport	1C4NJRBB7HD159429	\$23,370	\$57.74
08/01/2021	08/01/2021	2017	Jeep	Patriot Sport	1C4NJRBB9HD168018	\$23,370	\$57.74
08/01/2021	08/01/2021	2017	Look	Element 18'	53BLTEA27HT016760	\$8,540	\$21.10
08/01/2021	08/01/2021	2017	Wanco	Sign Trailer	5F12S1614H1003402	\$14,300	\$35.33
08/01/2021	08/01/2021	2017	Wanco	Sign Trailer	5F12S1616H1003403	\$14,300	\$35.33
08/01/2021	08/01/2021	2016	Ford	Interceptor	1FM5K8AR1GGB19460	\$45,000	\$111.18
08/01/2021	08/01/2021	2016	Ford	Interceptor	1FM5K8AR3GGB19461	\$45,000	\$111.18
08/01/2021	08/01/2021	2016	Ford	Interceptor	1FM5K8AR5GGB19459	\$45,000	\$111.18
08/01/2021	08/01/2021	2016	Ford	Interceptor	1FM5K8AR5GGB19462	\$45,000	\$111.18
08/01/2021	08/01/2021	2016	Ford	Interceptor	1FM5K8AR7GGB19463	\$45,000	\$111.18
08/01/2021	08/01/2021	2016	Pierce	Quantum Fire 105	4P1BCAGF4GA015743	\$974,807	\$2,408.44
08/01/2021	08/01/2021	2015	Chevrolet	3500HD	1GB3KYC87FF160264	\$45,545	\$112.53
08/01/2021	08/01/2021	2015	Ford	Interceptor	1FM5K8AR0FGB25927	\$26,005	\$64.25
08/01/2021	08/01/2021	2015	Ford	Interceptor	1FM5K8AR2FGB25928	\$26,005	\$64.25
08/01/2021	08/01/2021	2015	Ford	Interceptor	1FM5K8AR4FGB25929	\$26,005	\$64.25
08/01/2021	08/01/2021	2015	Ford	interceptor	1FM5K8AR9FGB25926	\$26,005	\$64.25
08/01/2021	08/01/2021	2015	Mack	10 Wheeler	1M2AX07C5FM022234	\$186,163	\$459.95
08/01/2021	08/01/2021	2014	Ford	Interceptor	1FM5K8AR0EGA18116	\$37,600	\$92.90
08/01/2021	08/01/2021	2014	Ford	Interceptor	1FM5K8AR2EGA18117	\$37,600	\$92.90
08/01/2021	08/01/2021	2014	Ford	Interceptor	1FM5K8AR4EGA18118	\$37,600	\$92.90
08/01/2021	08/01/2021	2014	Ford	Interceptor	1FM5K8AR6EGA18119	\$37,600	\$92.90
08/01/2021	08/01/2021	2014	Look	Element	53BLTEA22ET006035	\$5,800	\$14.33
08/01/2021	08/01/2021	2013	DODGE	UT	3C4PDCAB5DT671600	\$15,000	\$37.06
08/01/2021	08/01/2021	2013	Ford	Escape	1FMCU9GX2DUD01940	\$30,000	\$74.12
08/01/2021	08/01/2021	2013	Ford	F-150	1FTFW1EF1DKD31370	\$37,000	\$91.42
08/01/2021	08/01/2021	2013	Ford	F-150	1FTFW1EF3DFC28296	\$28,300	\$69.92
08/01/2021	08/01/2021	2013	Ford	F-150	1FTFW1EF6DFA07114	\$37,000	\$91.42
08/01/2021	08/01/2021	2012	Chevrolet	Impala	2G1WD5E34C1202372	\$30,000	\$74.12
08/01/2021	08/01/2021	2012	Chevrolet	Impala	2G1WD5E36C1200073	\$30,000	\$74.12
08/01/2021	08/01/2021	2012	Ford	F-150 EcoBoost	1FTPF1ET1CKD74177	\$23,000	\$56.83
08/01/2021	08/01/2021	2012	Ford	F-150 STX	1FTFX1EF6CFB24977	\$26,800	\$66.21
08/01/2021	08/01/2021	2012	Haulmark	Enclosed Trailer	16HPB162XCU078734	\$3,000	\$7.41
08/01/2021	08/01/2021	2011	Chevrolet	Impala	2G1WD5EM1B1153011	\$29,400	\$72.64
08/01/2021	08/01/2021	2011	Chevrolet	Impala	2G1WD5EM4B1151804	\$29,400	\$72.64
08/01/2021	08/01/2021	2009	International	7600 10 Wheeler	1HTWYAHT79J144033	\$69,500	\$171.71

TOOELE CITY CORPORATION

RESOLUTION 2021-85

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE TOOELE CITY PURCHASING AGENT TO DISPOSE OF SURPLUS PERSONAL PROPERTY (SHOPS)

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

WHEREAS, Policy Section V.1.a.(13) defines "goods" to mean "supplies, materials, equipment, wares, merchandise, and similar items"; and,

WHEREAS, the Shops Division is in possession of goods ("Goods") which it deems to be surplus to the needs of Tooele City, the Goods being enumerated in the attached Exhibit A, and requests the assistance of the Purchasing Agent to dispose of those Goods by resolution presented to the City Council; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby declares the Goods enumerated in the attached Exhibit A to be surplus to the needs of Tooele City, and hereby authorizes the Purchasing Agent and the City Administration to dispose of the goods by sale through outside auction.

This Resolution shall take effect upon passage.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2021.

¹ Adopted by Ordinance 2019-19 on August 7, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

Debra E. Winn, Mayor

Debra E. Winn, Mayor

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

List of Surplus Goods

Vehicle #6062, 2006 Chevrolet Impala, VIN: 2G1WS581569394388, Plate: 95103EX, Mileage: 90543.

Vehicle #6055, 2006 Chevrolet Impala, VIN: 2G1WS581769287181, Plate: 91131EX, mileage: 108520.



TOOELE CITY CORPORATION

RESOLUTION 2021-84

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH PINE TREE CONSTRUCTION FOR PAVILIONS AT ENGLAND ACRES PARK AND WIGWAM PARK.

WHEREAS, the City Administration, including the Director of Parks and Recreation, recommends to the City Council the construction of pavilions at England Acres Park and Wigwam Park (“Project”) to improve the parks and recreation experience at these two parks; and,

WHEREAS, the City put the Project out to bid in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated, as amended; and,

WHEREAS, the City received four bids, of which Pine Tree Construction was the lowest responsible responsive bidder, with a bid of \$912,228 (see the bid tabulation attached as Exhibit A; three pavilions were included in the bid documents, for pavilions A, B, and C—this Resolution and the Project deal with only pavilions A and C); and,

WHEREAS, the proposed agreement is attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement (Exhibit B) with Pine Tree Construction for the pavilion Project (pavilions A and C) is hereby approved, in the amount of \$912,228.

This Resolution is in the best interest of the health, safety, and general welfare of Tooele City and its residents and visitors, and shall become effective immediately 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 _____, 2021.

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

Bid Tabulation

Exhibit B

Agreement with Pine Tree Construction

England Acres Park and Wigwam Pavilions, Bid Results August 3, 2021

Contractor	England Acres Pavillion Complete	England Acres Parking Lot & Storm Drain Facility Complete	Wigwam Pavilion Building Complete
England Construction	\$582,271.00	\$396,822.00	\$598,224.00
Wasatch West Contracting	\$610,394.00	\$512,029.00	\$607,832.00
Broken Arrow Construction	No Bid	\$390,000.00	No Bid
Pine Tree Construction	\$471,184.00	\$170,000.00	\$441,044.00
Entelen Design Build	\$456,000.00	\$462,000.00	\$534,000.00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Pine Tree Construction
- B. Address: 1939 South 4130 West, Suite F, Salt Lake City, Utah 84104
- C. Telephone number: (801) 243-9475
- D. Email: pinetreeco@msn.com

1.2 OWNER

- A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

**England Acres Park and Wigwam Pavilions Project
Bid Schedules A and C**

1.4 ENGINEER

- A. Darwin Cook, Parks Director, is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
 - 1. Base Bid.
 - 2. _____
 - 3. _____

4. _____

- C. An Agreement Supplement [] is, [] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Nine Hundred Twelve Thousand Two Hundred Twenty Eight Dollars (\$912,228.00)

2.2 CONTRACT TIME

- A. The Work shall be fully completed by November 30, 2021.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time.

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

- 2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered

delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.
- D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the _____ day of _____, 2021.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: _____
- B. Please print name here: _____
- C. Title: _____
- D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021.

by _____
(person acknowledging and title or representative capacity, if any).

Notary's signature

Residing at

My commission expires:

Notary's seal

3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

TOOELE CITY CORPORATION

RESOLUTION 2021-83

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH THE CENTER FOR PUBLIC SAFETY MANAGEMENT LLC TO PERFORM A COMPREHENSIVE ANALYSIS OF FIRE SERVICES IN TOOELE CITY.

WHEREAS, for more than a century, Tooele City has operated a volunteer fire department; and,

WHEREAS, the City Administration desires to have the Center for Public Safety Management LLC (“CPSM”) perform a comprehensive analysis of fire services in Tooele City; and,

WHEREAS, the CPSM analysis would include the following:

- Conduct a data-driven forensic analysis to identify actual workload. This forms the basis for determining what is driving overtime; workloads; and, service demands.
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the departments.
- Examine the department’s organizational structure and culture.
- Perform gap analysis, comparing the “as is” state of the department to the industry’s best Practices.
- Recommend a management framework to ensure accountability, increased efficiency and improved performance.
- Determine staffing analysis using workload and performance for fire and EMS departments.

WHEREAS, the agreement with CPSM is attached hereto as Exhibit A; and,

WHEREAS, the compensation payable to CPSM under the agreement is \$49,900:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the CPSM agreement attached as Exhibit A is hereby approved.

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 _____, 2021.

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

CPSM Agreement

CONTRACT FOR INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES

This Contract is made as of the 12th day of August, 2021 by and between the City of Tooele, a municipal corporation of the State of Utah, (hereinafter "the CITY"), and the Center for Public Safety Management, LLC (CPSM) the exclusive provider of public safety technical assistance for the International City/County Management Association, a Domestic Limited Liability Company, organized under the laws of the District of Columbia whose principal office is located at 475 K Street, NW, Suite 702, Washington, D.C. 20001, (hereinafter "the CONTRACTOR") and whose Federal I.D. number is 46-5366606.

WHEREAS, the CITY desires to retain the CONTRACTOR, and the CONTRACTOR desires to be retained, pursuant to the proposal scope of services attached hereto as Exhibit "A" and incorporated herein in its entirety;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The services to be rendered by CONTRACTOR under this Contract are set forth in Exhibit "A" (proposal) attached hereto.

ARTICLE 2 - SCHEDULE

The schedule for services to be rendered by CONTRACTOR is set forth in Exhibit "A" (The Proposal) attached hereto. The Project Launch date as described in Exhibit A shall be five days after execution of this contract. The project and final deliverables shall be completed per the schedule in the attached proposals, Exhibit "A", which is approximately one hundred thirty-five (135) days after this Agreement is fully executed, subject to a mutually agreeable extension if necessary. The delivery of an "Operations" and "Data Analysis" draft report shall indicate conclusion of the work anticipated in the proposal. Following delivery of the draft reports, the CITY shall have 30 days to submit any changes it finds prudent or necessary. Sixty days from the delivery of the draft reports, the final report shall be produced and transmitted electronically. Both time periods shall be in addition to the time period for conducting the analysis and will not require extensions of the contract. The CITY may elect to engage optional language in the contract to request a final in-person presentation which shall be done outside of the time parameters of this contract.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

Invoices shall be due and payable upon receipt. Payments received more than 30 days after invoice date will incur a 2% late fee. Payment by the CITY under this Contract shall be governed by Exhibit "A".

Payments by direct deposit (preferred method) shall be sent to:

Routing No.: 052000113

Account No.: 9856252680

Payments by check to the CONTRACTOR shall be sent to:

CPSM
2316 Delaware Avenue #326
Buffalo, NY 14216

Invoices to the CITY should be sent to:

Name:
Address:

Email:
Phone:

ARTICLE 4 - TERMINATION

Unless the CONTRACTOR is in breach of the Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. This is a legal-binding contract and cannot be terminated without cause. After receipt of a termination notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY; and
- C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, or agent of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel consistent with applicable technical and professional standards in the field.

ARTICLE 6 - AVAILABILITY OF FUNDS

The CITY's elected body has appropriated sufficient funds in the operating budget(s) for which the work to be performed will occur and until the contract has been fully executed.

ARTICLE 7 - INSURANCE REQUIREMENTS

The CONTRACTOR will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and professional liability insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence/claim and \$1,000,000.00 aggregate. If the general liability insurance coverage and/or the professional liability insurance coverage

is on a claims-made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph. The CONTRACTOR is responsible for the payment of any deductibles or self-insured retentions.

The CITY will be named as additional insured under the CONTRACTOR's general liability insurance and automobile liability insurance policies.

The CONTRACTOR agrees to indemnify, hold harmless, and defend the CITY, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorney's fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONTRACTOR, its employees, or its sub-contractors in connection with the work to be performed under this contract.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as stated above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 9 – LAW GOVERNING THIS CONTRACT

The laws of the State of Utah shall govern the Contract. Any and all legal action necessary to enforce the Contract will be held in Tooele County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Dispute Resolution

In case of a dispute regarding the interpretation of any part of this Contract, the Parties shall use their best efforts to arrive at a mutually acceptable resolution. The CONTRACTOR shall proceed diligently with its performance of the work under this Contract pending the final resolution of any dispute arising or relating to this Contract. The Client shall continue to pay the CONTRACTOR for its performance under the Contract except for those items related to the dispute.

ARTICLE 10 - CONFLICT OF INTEREST

The CONTRACTOR represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required.

CONTRACTOR employees, subject matter experts, or subcontractors may undertake outside professional activities provided such activity and involvement does not conflict or interfere with this Contract. In addition, employees, subject matter experts, or subcontractors will not directly or indirectly, alone or with others, engage in or have any interest in any person, firm, or entity that engages in any business activity that is competitive with the business performed under this Contract.

ARTICLE 11 - EXCUSABLE DELAYS

The PARTIES shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PARTIES and without their fault or negligence. Such causes include but are not limited to: acts of God; natural or public health emergencies; and abnormally severe and unusual weather conditions.

Upon either PARTY'S request, the other PARTY shall consider the facts and extent of any failure to perform the work and, if the PARTY'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly to a newly agreed upon timeline. It shall be the responsibility of the PARTIES to notify the other PARTY promptly in writing whenever a delay is anticipated or experienced, and to inform the other PARTY of all facts and details related to the delay.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 13 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

ARTICLE 14 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party will be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

ARTICLE 15 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions

contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto in accordance with Article 17 - Modification and Changes. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this contract will supersede and prevail over the terms in the incorporated Exhibits.

ARTICLE 17 – MODIFICATIONS AND CHANGES

Only the **CITY’s Contracting Officer** or his/her representative has authority to issue modifications to this Contract that materially change or modify any of the specifications, terms, or conditions of this Contract.

Only the **CITY’s Contracting Officer** may, by written order, make changes within the scope of work of this contract including but not limited to any one or more of the following: (a) description of services to be performed; and (b) period of performance.

No change order shall be binding unless so issued by the **CITY’s Contracting Officer** in writing and, until approved by the **CONTRACTOR’S** Contracting Administrator or their designated representative unless they are of an administrative matter.

ARTICLE 18 - NOTICE

All notices given under this Contract shall be sent by certified mail, return receipt requested, and if sent to the (name of client) shall be mailed to:

XXXX
XXXX
XXXX
XXXX

and if sent to the CONTRACTOR shall be mailed to:

Director of Research & Project Development
Center for Public Safety Management, LLC
475 K Street NW, Suite 702
Washington, DC 20001

IN WITNESS WHEREOF, the Parties hereto agreed to all that is written herein and included within Exhibit “A”.

CITY OF TOOELE, STATE OF UTAH

SIGNED

ATTEST

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC (CPSM)

SIGNED

BY:

A handwritten signature in blue ink, appearing to read "Thomas J. Wieczorek".

Print Name: Thomas J. Wieczorek

Title: Director

Date: August 11, 2021

PROPOSAL FOR

COMPREHENSIVE
ANALYSIS OF FIRE
SERVICES

City of Tooele, Utah



CPSM[®]

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
475 K STREET NW STE 702 • WASHINGTON, DC 20001
WWW.CPSM.US • 616-813-3782



Exclusive Provider of Public Safety Technical Services for
International City/County Management Association



Center for Public Safety Management, LLC

August 11, 2021

Mayor Debbie Winn
Tooele City Hall
90 North Main Street
Tooele, UT 84074

Dear Mayor Winn:

The *Center for Public Safety Management, LLC, (CPSM)* as the exclusive provider of public safety technical assistance for the International City/County Management Association, is pleased to submit this proposal to the City of Tooele, Utah for an analysis of fire services. The CPSM approach is unique and more comprehensive than ordinary accreditation or competitor studies.

In general, our analysis involves the following major outcomes:

- Conduct a data-driven forensic analysis to identify actual workload. This forms the basis for determining workloads and service demands;
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the department.
- Examine the department's organizational structure and culture;
- Perform gap analysis, comparing the "as is" state of the department to the industry's best practices;
- Recommend a management framework to ensure accountability, increased efficiency and improved performance;
- Determine staffing analysis using workload and performance for the fire department.

During our discussions, you noted that the population of the city is approximately 38,000. CPSM was engaged by the County to look at fire service options; the city currently has an all-volunteer department that has 50 active firefighters and 100 senior members. Dispatch for both fire projects is from the same center and the information will be downloaded together.

In the Tooele Fire Department, all members are volunteers, including the chiefs and assistant chiefs. Those positions are chosen by the volunteers which is a historic method for smaller departments, but the workload may be overwhelming, and the vision of the department is often inconsistent. Inspections are performed by volunteers who receive a stipend.

Calls for service increased by 100 last year and a quick look provided by the city shows:

498 total calls.

189 Fire/CO Alarms
43 Structure Fires
42 Vegetation Wildfires
40 Outside Fires
38 Gas Leaks

24 Electrical Hazards
19 Smoke Investigations
18 Medical Related Calls
15 Vehicle Fires
15 Traffic Collisions
12 Service Calls
10 Misc Fire Calls
9 Vehicle Accidents
5 Hazmat Calls
5 Fuel Spills
5 Suspicious
3 Unknown Problem
2 Illegal Burn
2 Utility Problem
1 Traffic Hazard
1 Deployment to Saratoga Springs for Structure Protection

CPSM will look at all facets of the department and provide recommendations to the city for improvement as well as possible future station locations, building needs, and truck/equipment needs.

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of emergency services subject matter experts. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and professional publications, and extensive consulting experience from hundreds of projects completed for municipalities nationwide. The team we assemble for you will be true "subject matter experts" with hands-on emergency services experience, not research assistants or interns.

ICMA has provided direct services to local governments worldwide for almost 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. My colleagues at CPSM and I greatly appreciate this opportunity and would be pleased to address any comments you may have. I can be reached at 616-813-3782 or via email at twieczorek@cpsm.us.

Sincerely,



Thomas J. Wieczorek
Director
Center for Public Safety Management, LLC

THE ASSOCIATION & THE COMPANY

International City/County Management Association (ICMA)

The [International City/County Management Association \(ICMA\)](#) is a 103-year old, non-profit professional association of local government administrators and managers, with approximately 13,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments and their managers in providing services to their citizens in an efficient and effective manner. ICMA advances the knowledge of local government best practices with its **website**, www.icma.org, publications, research, professional development, and membership.

Center for Public Safety Management (CPSM)

The ICMA [Center for Public Safety Management](#) (ICMA/CPSM) was launched by ICMA to provide support to local governments in the areas of police, fire, and Emergency Medical Services. (www.cpsm.us)

The Center also represents local governments at the federal level and has been involved in numerous projects with the Department of Justice and the Department of Homeland Security. In 2014 as part of a restructuring at ICMA, the Center for Public Safety Management (CPSM) spun out as a separate company and is now the exclusive provider of public safety technical assistance for ICMA. CPSM provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA, PERF, IACP, IFCA, IPMA-HR, DOJ, BJA, COPS, NFPA, etc.

The Center for Public Safety Management, LLC maintains the same team of individuals performing the same level of service that it had for ICMA. CPSM's local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices.

We have conducted over 346 such studies in 43 states and provinces and 246 communities ranging in population size 8,000 (Boone, IA) to 800,000 (Indianapolis, IN).

PROJECT STAFFING – FIRE

The proposal will look at the volunteer fire services serving the City of Tooele. CPSM is currently working on a project with the National Volunteer Fire Council and the U.S. Fire Administration that is focused on how fire services (and EMS) can continue to be provided in volunteer agencies when volunteer ranks are dwindling.

The goal is to develop recommendations that will enable it to produce the outcomes necessary to provide critical emergency services consistent with the community's financial capabilities. The team will consist of a Project Manager, two Team Leaders and several senior public safety Subject Matter Experts selected from our team specifically to meet the needs of the community.

The fire management organizational chart for the project includes the following Key Team Members



PROJECT MANAGERS

LEONARD A. MATARESE, MPA, ICMA-CM, IPMA-CP

Managing Partner

BACKGROUND

Mr. Matarese is a specialist in public sector administration with expertise in public safety issues. He has 44 years' experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has managed several hundred studies of emergency services agencies with attention to matching staffing issues with calls for service workload.

Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71 agency, U.S. Customs Service anti-terrorist and narcotics task force and as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for the National Institute of Justice and is the subject matter expert on several ICMA / USAID police projects in Central America. As a public safety director, he has managed fire / EMS systems including ALS transport. He was an early proponent of public access and police response with AEDs.

Mr. Matarese has presented before most major public administration organizations annual conferences on numerous occasions and was a keynote speaker at the 2011 annual PERF conference. He was a plenary speaker at the 2011 TAMSEC Homeland security conference in Linköping, Sweden and at the 2010 UN Habitat PPUD Conference in Barcelona, Spain.

He has a master's degree in Public Administration and a bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association-Human Resources. He also has extensive experience in labor management issues, particularly in police and fire departments. Mr. Matarese is a life member of the International Association of Chiefs of Police and of ICMA.

PROJECT MANAGER

THOMAS WIECZOREK

Director, Center for Public Safety Management; retired City Manager Ionia, MI; former Executive Director Center for Public Safety Excellence

BACKGROUND

Thomas Wieczorek is an expert in fire and emergency medical services operations. He has served as a police officer, fire chief, director of public safety and city manager and is former Executive Director of the Center for Public Safety Excellence (formerly the Commission on Fire Accreditation International, Inc.).

He has taught numerous programs for the International City-County Management Association, Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), State of Michigan's Transportation Asset Management Council, for the National Fire Academy, and

Grand Rapids Community College. He often testified for the Michigan Municipal League before the legislature and in several courts as an expert in the field of accident reconstruction and fire department management. He is the past-president of the Michigan Local Government Manager's Association (MLGMA, now MME); served as the vice-chairperson of the Commission on Fire Officer Designation; served as ICMA's representative on the International Accreditation Service (IAS), a wholly owned subsidiary of the International Code Council (ICC); and currently serves on the NFPA 1710 career committee and NFPA 1730 committee.

He worked with the National League of Cities and the Department of Homeland Security to create and deliver a program on emergency management for local officials titled, "Crisis Leadership for Local Government Officials." It has been presented in 43 states and has been assigned a course number by the DHS. He represents ICMA on the Emergency Management Assistance Compact (EMAC) Board and other fire service participation areas. He has been serving with a committee through the U.S. Fire Administration that is looking at recruitment and retention of volunteers in the fire service.

He received the Mark E. Keane "Award for Excellence" in 2000 from the ICMA, the Association's highest award and was honored as City Manager of the Year (1999) and Person of the Year (2003) by the Rural Water Association of Michigan, and distinguished service by the Michigan Municipal League in 2005.

DATA ASSESSMENT TEAM – PROJECT LEADER

DOV CHELST, PH.D.

Director of Quantitative Analysis

BACKGROUND

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national and international conferences, and participated in workshops across the country.

SENIOR PUBLIC SAFETY SUBJECT MATTER EXPERT -- GIS

DAVID MARTIN, PH.D.

Senior Researcher in the Center for Urban Studies, Wayne State University

BACKGROUND

Dr. Martin specializes in public policy analysis and program evaluation. He has worked with several police departments to develop crime mapping and statistical analysis tools. In these projects, he has developed automated crime analysis tools and real-time, dashboard-style performance indicator systems for police executive and command staff. Dr. Martin teaches statistics at Wayne State University. He is also the program evaluator for four Department of Justice Weed and Seed sites. He is an expert in the use of mapping technology to analyze calls for service workload and deployments.

SENIOR PUBLIC SAFETY DATA ANALYST

PRISCILA MONACHESI, M.S., B.A.

BACKGROUND

Priscila Monachesi is a Senior Data Analyst with CPSM and has worked on over 40 data analysis projects for city and county public safety agencies. She has over ten years' experience as a Project Leader/Senior System Analyst in auto manufacturing and financial systems.

She has a M.S in Statistics from Montclair State University, a B.A. in Economics from Montclair State University, and a Technical Degree in Data Processing from Pontifícia Universidade Católica in Brazil.

PUBLIC SAFETY DATA ANALYST

SHAN ZHOU, PH.D.

BACKGROUND

Dr. Shan Zhou specializes in the analysis of police data. Shan brings extensive experience in scientific and clinical data analysis. Prior to CPSM, she worked as an associate scientist at Yale

School of Medicine. Shan has a MS in Business Analytics and Project Management from University of Connecticut and a PhD in Cell biology, Genetics and Development from University of Minnesota.

PUBLIC SAFETY DATA ANALYST

XIANFENG LI, PH.D.

BACKGROUND

Dr. Xianfeng Li is a professional computational scientist and certified SAS programmer with a wealth of knowledge and research experience in Complex System Modeling, Data Analysis, and Statistical Physics. He is highly qualified in various coding programs and has earned numerous data science certifications. He previously worked as a Research Associate and Postdoctoral Fellow. Dr. Li earned his Ph.D. and master's degree in Polymer Science within the Institute of Chemistry from the Chinese Academy of Sciences in Beijing. He earned his bachelor's degree in Chemistry at Jilin University in Changchun.

PUBLIC SAFETY DATA ANALYST

LEAH BALTER, BA

BACKGROUND

Leah Balter has a background in applied mathematics and previously worked as a Supplemental Instruction Leader for Calculus I and II before becoming an Assistant Property Supervisor. Her skill set includes proficiency in various programming languages such as C++, R, and MATLAB. Ms. Balter has strong written and oral communication skills and is an adept multitasker with high attention to detail. She earned her B.S. in Applied Mathematics from the University of California, Los Angeles.

SENIOR PUBLIC SAFETY DATA ANALYST

SARITA VASUDEVAN, M.S., M.S., MBA

BACKGROUND

Sarita Vasudevan specializes in data analysis and database design to analyze public safety agencies. Sarita has worked on over 45 projects for police and fire departments across the United States. Prior to CPSM, Sarita worked as a Vice President with the Corporate Technology group at Morgan Stanley, as a senior implementations consultant with the Global Solutions Delivery group at Ariba Inc. and as a Technical manager in the Consultancy Services group at Oracle Corporation.

Sarita Vasudevan has a M.S in Statistics from Rutgers University, a M.S. in IEOR from the University of California, Berkeley and an MBA from the Indian Institute of Management, Calcutta.

SENIOR PUBLIC SAFETY DATA ANALYST

SARAH WEADON, B.A.

BACKGROUND

Sarah Weadon has over 15 years' experience consulting with local, state, and federal government agencies in the areas of data and geospatial analysis, database and application development, and project management. She has worked with over 40 public safety agencies across the U.S. and Canada, providing data and geospatial analysis of response times, call trends, and station locations. Her skill in understanding the results of the analyses in the broader context of each client's budget, political, and overall reality, supports the development of practical, actionable recommendations. Ms. Weadon holds a bachelor's degree in Classical Languages.

PUBLIC SAFETY DATA ANALYST

RYAN JOHNSON, B.A.

BACKGROUND

Ryan Johnson is a new addition to the CPSM data analyst team, specializing in the analysis of fire data. He has helped complete fire analysis projects for several cities and has handled ad hoc requests for modeling optimum staffing levels for police departments. Ryan brings experience in financial data analysis from the telecom expense industry, where he was the lead analyst for four clients; 3 fortune 500 companies and the Top Architectural Engineering Firm in the country. He also brings experience in spatial analytics from his time with Homeland Security. Ryan has a B.S. in Economics from Georgia State University and he is completing his M.A. in Economics from Rutgers University.

OPERATIONS ASSESSMENT TEAM – FIRE AND EMS UNIT

SENIOR MANAGER OF FIRE AND EMS

CHIEF JOSEPH POZZO, MPA, CFO

Currently the Assistant Director of Human Resources for Volusia County, Florida; Former Deputy Director, Volusia County Department of Public Protection; former Director and Fire Chief, Volusia County, Florida, former Fire Chief, Loudon County, Virginia, former Fire Chief Portsmouth, Virginia.

BACKGROUND

Joe has a thirty-eight (38) year career in public service. Since 2015, Joe has served as the Assistant Director of Human Resources for Volusia County, Florida (3,200 employees), where he manages the employee relations, benefits administration, and occupational health services functions and teams, as well as assist the Human Resources director with the management and negotiation of six collective bargaining agreements/units. Joe is also deeply involved in developing and implementing the County's Diversity and Inclusion initiative.

Joe took a leave of absence in 2014 from the Center for Public Safety Management to assist the City of Port Orange, FL transition the fire department from the city's public safety administrative model. While in Port Orange, Chief Pozzo was responsible for the reformation of the fire department to include the operations and management of this career department that delivers fire, EMS first response, and emergency management services to over 56,000 citizens living within 27 square miles.

Joe has served as the Deputy Director of the Department of Public Protection Volusia County, Florida, where he was responsible for the day-to-day operations of Fire, EMS, Emergency Management, Medical Examiner, Beach Safety, Corrections, and Animal Services. He was formerly Fire Chief of Volusia County Fire Services, where he developed and implemented a service model designed to introduce EMS transport into the agency, incorporate fleet efficiencies, and enhance the wild land/urban interface efforts.

Prior to Chief Pozzo's appointment in 2010 in Volusia County, he served as the Chief of the Loudoun County Department of Fire and Rescue. This agency is a combination fire and rescue system providing fire, rescue, and emergency management services in one of the fastest growing counties in the nation. The fire and rescue system during Chief Pozzo's tenure provided these services to over 275,000 permanent residents living in 520 square miles of diverse suburban and rural area located within the National Capital Region. Fire, Rescue and Emergency Management services were executed through 450+ career staff and over 1400 volunteer members operating out of nineteen stations.

Prior to his appointment with Loudoun County, Chief Pozzo served as Chief of the Portsmouth Fire, Rescue and Emergency Services Department. This agency is one of the oldest professional departments on the eastern seaboard and served over 95,000 residents during Chief Pozzo's tenure. Chief Pozzo also served in the City of Virginia Beach, Va. Fire Department for 19 years reaching the level of Battalion Chief prior to embarking on his career as a Fire Chief/Director.

Joe holds a Master of Public Administration degree from Troy University where he graduated with honors, a B.A. in Public Administration from Saint Leo University and several associate degrees including an AAS in Fire Science and Protective Services and numerous technical certifications. He holds the **Chief Fire Officer Designation** from the Center for Public Safety Excellence and is a

Certified Professional in Human Resources through the Society of Human Resource management (SHRM).

SENIOR MANAGER OF FIRE AND EMS

CHIEF MIKE IACONA, MPA (RET.)

Retired Fire Chief/Director Flagstaff Fire Department, Flagstaff Arizona; former Director and Fire Chief, Orange County, Florida Fire Rescue Department.

BACKGROUND

Chief Iacona has 38 years of fire service experience, with the last 17 years as Fire Chief. He currently serves as fire chief for the City of Flagstaff, Arizona and has held this position since 2002. Prior to this, he was the Director of Orange County Fire Rescue, Florida, which included oversight of the County's emergency management functions. In addition to duties associated with fire chief, he has served in various capacities, rising through the ranks from fire fighter/paramedic to chief fire officer. Mike has led a fire training division, was the Chief of Operations, served as Emergency Manager in EOC Operations, was Chief Negotiator in multiple IAFF Contract deliberations. He has supervised the development of several fire master plans, was a volunteer fire fighter coordinator, led multiple fire code adoption processes, oversaw personnel and payroll functions and implemented fire impact fees. He also has wildland fire experience, supervising a fuel management program, the adoption of a Wildland Interface Code, and the adoption of a Community Wildfire Protection Plan (CWPP).

Chief Iacona holds a master's degree in Public Administration and did his undergraduate work in Urban Planning at Florida Atlantic University, in Boca Raton, FL. He is a graduate of the National Fire Academy's Executive Fire Officer Program and attended The Program for Senior Executives in State and Local Government at the Harvard Kennedy School.

SENIOR ASSOCIATE

GERARD J. HOETMER, MPA

Retired Executive Director of Public Entity Risk Institute, Fairfax, Virginia

BACKGROUND

Gerry Hoetmer is an expert in fire services, emergency management, and risk management. He served as the founding executive director of the Public Entity Risk Institute, a nonprofit organization that provided training, technical assistance, and research on risk management issues for local government and other public and quasi-public organizations. During his tenure as executive director he was a member of the National Academy of Sciences Disaster Roundtable. Prior to his position as executive director at PERI, Mr. Hoetmer worked at ICMA for 19 years, most recently as the director of research and development. He has written extensively on local government emergency management, the fire service, code enforcement, and risk management issues.

Seminal works include the first report to Congress on fire master planning and the first edition of *Emergency Management: Principles and Practices for Local Government*. In addition to providing expert testimony before Congress and local arbitration boards on fire staffing and scheduling issues, Mr. Hoetmer represented ICMA on the NFPA 1500 Standard on Occupational Safety and Health; NFPA 1201, the Standard for Providing Emergency services to the Public; and the NFPA 1710, Standard for the Organization and Deployment of Fire Suppression Operations,

Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments. Mr. Hoetmer has developed and conducted training programs and seminars at FEMA's Emergency Management Institute and the National Fire Academy in Emmitsburg, Maryland.

He holds a bachelor's from the State University of New York, New Paltz and the Master of Public Administration degree from the University of Colorado at Denver.

SENIOR ASSOCIATE

CHIEF JOHN (JACK) BROWN (RET.), BA, MS, EFO

Director, Arlington County Office of Emergency Management, Retired Assistant Chief Fairfax County Fire & Rescue Department

BACKGROUND

Jack Brown's 40-year public safety career includes 29 years with the Fairfax County, Virginia Fire & Rescue Department, where he retired as Assistant Fire Chief of Operations. He served in several operational and staff positions, including the Office of the Fire Marshal where he attained NFPA certification as a Fire Inspector II and Fire Investigator. As an investigator, he conducted post fire and post blast investigations, assisting in the prosecution of offences involving arson and illegal explosives. He served as a Planning Section Chief and Task Force Leader for the Fairfax County Urban Search and Rescue Task Force (VA TF-1). He deployed to Nairobi, Kenya as Plans Chief in response to the 1998 embassy bombing and as Task Force Leader on a deployment to Taiwan in response to an earthquake in 1999.

Upon his retirement from Fairfax County in 2000, he became the Assistant Chief for the Loudoun County Department of Fire, Rescue and Emergency Management, where he led a team of firefighters to the Pentagon on 9/11 and assisted the Arlington County Fire Department as the initial Planning Section Chief for the incident. Jack served as Planning Section Chief on a Northern Virginia multi-jurisdictional emergency management task force that reestablished the New Orleans Emergency Operations Center just after Hurricane Katrina. He retired from Loudoun County in 2006 to pursue a career in emergency management.

Brown retired from the Coast Guard Reserve as a Chief Warrant Officer 4, specializing in port safety and security, with 33 years of combined Army and Coast Guard Reserve service. After 9/11, he served on active duty for 47 months, including 15 months in the Middle East. He received the Bronze Star Medal for actions in Baghdad, Iraq while supporting combat operations during Operation Iraqi Freedom.

Brown holds a bachelor's degree in Fire Science Administration from the University of Maryland and a master's degree in Quality Systems Management from the National Graduate School, Falmouth, Massachusetts. He is a 1997 graduate of the National Fire Academy's Executive Fire Officer Program at the National Emergency Training Center, Emmitsburg, Maryland. He has been an adjunct professor at the Northern Virginia Community College and the University of the District of Columbia in the Fire Science curriculums. He is a graduate of the Executive Leadership Program in the Center for Homeland Defense and Security at the Naval Postgraduate School, Monterey, California.

ASSOCIATE

DEPUTY CHIEF JAMES L. MAUNEY, (RET.)

Former Deputy Fire Chief, Volusia County, Florida; Former Deputy Operations Supervisor, Volusia County Emergency Management; Former Fire Chief, Lake County Fire & Rescue, Former Director of the Emergency Services Institute; Volusia County Fire Services.

BACKGROUND

Jim has a thirty (30) year career in public safety, beginning as a State Trooper with the Florida Highway Patrol. Since his retirement from Volusia County, Jim has embarked on a post-retirement career where he develops and conducts specialized training that includes incident command and management; wild land/urban interface suppression and defensible communities; design, development, implementation, and evaluation of emergency response exercises; firefighter principles and practices; fire company officer leadership, continuity of operations planning, and hazardous materials. Jim is certified in the Homeland Security Exercise Evaluator Program (HSEEP), and conducts training supported by the Department of Justice, State of Florida, National Wildfire Coordinating Group, FEMA, NIMS.

As an Assistant Chief with Volusia County, FL, Jim trained Florida's first wildland fire crew in 1994; the Volusia County Fire Service Firewalkers. These 30 certified firefighters were trained in wildland firefighting tactics, Florida fuels topography, and weather. In 1998 the team was instrumental in saving lives, businesses, and homes in Volusia County during what is still recognized as "*the most complex fire in America's history*". During this incident, Jim served as the Area Commander for the 6 weeks, managing resources for 968 individual wildland fires totaling 147,000 acres.

Jim is a subject matter expert in the concepts for determining the risks associated with the wild land/urban interface and Firewise Community development. Jim also has extensive experience in the principles and practices of Emergency Management. During Jim's career in Emergency Management, he coordinated operations with sixteen (16) municipalities to incidents within the County during fifty (50) plus federally declared disasters. Jim maintains his Florida Department of Law Enforcement certifications and serves as a law enforcement Reserve Sergeant in Lake Helen, Florida.

Jim has completed coursework at the National Emergency Training Center in Emmitsburg, MD, and holds numerous technical and instructor certifications in fire, emergency medical services, law enforcement, emergency management, incident command, Homeland Security, and firearms.

ASSOCIATE

CHIEF MARK I. PILAND, MPH, EFO

Fire Chief, City of Frisco, Texas

BACKGROUND

Mark I. Piland is the Fire Chief for the City of Frisco, Texas, one of the fastest growing cities in the United States. Previously, Piland served as the Fire Chief for Volusia County Fire Services in Volusia County, Florida and as Shift Commander in Operations for the Virginia Beach Fire Department in Virginia Beach, VA. He also served on Virginia Task Force 2, a FEMA Urban Search and Rescue Team as Task Force Leader, East Coast Task Force Leader Representative, and Incident Support Team Leader with deployments to the Pentagon, Katrina, and Haiti.

Piland also served as a Principal Member on NFPA Technical Committee 1981 *Standard on Open Circuit Self Contained Breathing Apparatus* for seven years. Piland was recently selected to represent the International Association of Fire Chiefs (IAFC) at the NFPA Forum, a think tank of fire service leaders brought together to discuss and make recommendations for the protection of the fire service as well as the life and safety protection needs of society.

Piland possess a Master of Public Health from Eastern Virginia Medical School, and a Bachelors of Psychology from Old Dominion University and is a graduate of the National Fire Academy's Executive Fire Officer Program, The Executive Leaders Program at the Post Naval Graduate School, Center for Homeland Defense, and Senior Executives in State and Local Government from The Kennedy School at Harvard.

ASSOCIATE

CHIEF PETER J. FINLEY, JR. (RET.), BA, EFO

Retired Chief of Department City of Vineland Fire Department and Winslow Township Fire Department. Past President NJ Career Fire Chiefs Association.

BACKGROUND

Pete Finley's 36-year career in the fire and emergency services includes 28 in a career capacity with several different fire departments. He has served as Chief of Department for two New Jersey Fire Departments, most recently the Winslow Township Fire Department where, significant among other accomplishments, he was responsible for the planning, establishment and initial deployment of the career component of the department as it transitioned from fully volunteer to combination status. Prior to that he served for more than 20 years with the City of Vineland Fire Department holding every operational rank (Firefighter, Fire Prevention Specialist, Captain, Deputy Chief, Fire Chief) including 4 ½ years as Chief of Department. In this position he initiated significant changes within the department including implementing numerous improved operational and safety initiatives, updating and modernizing equipment, providing the department's first ever formal officer training and development program, and, significantly increasing the capabilities of the regional hazardous materials and special operations response team. During his tenure, the department received more than one million dollars in various grants. He formerly commanded the Vineland Rescue Squad gaining significant EMS operations and command experience, and completing a complete overhaul of that organization's operations.

Chief Finley currently serves as an Adjunct Professor in the Fire Science Program at Camden County College. In addition, since his retirement, he has been involved in conducting numerous fire department operational readiness and organizational evaluations including several under the auspices of the United State Coast Guard related to domestic port security assessments. He has also been involved in the development and administration of several fire service promotional examinations and assessment processes.

Chief Finley received his Associate in Applied Science degree from Atlantic Community College in New Jersey and earned his Bachelor of Science degree in Fire Science/ Administration from the University of Maryland. He is a 2003 graduate of the National Fire Academy's Executive Fire Officer Program earning an Outstanding Research Award for his 2002 paper titled, "Residential Fire Alarm Systems: The Verification and Response Dilemma". He has earned more than two dozen state and national fire service certifications, most of them the highest level attainable. Chief Finley has been a member of several fire service organizations and served on numerous committees throughout his career. In 2008 and 2009 he served as President of the New Jersey Career Fire Chiefs Association, a professional association that represents and advocates for the interests of the state's full-time professional fire chiefs and the fire service in general. From 2003-

2005 he was a member of the Training and Education Committee of the Governor's Fire Service and Safety Task Force.

EMS TEAM

EMS TEAM LEADER

MATT ZAVADSKY, MS-HSA, NREMT

Chief Strategic Integration Officer, MedStar Mobile Health Care, Operations Manager Rural Metro Ambulance Service-Orlando Fla.

BACKGROUND

Matt has 39 years' experience in EMS and holds a master's degree in Health Service Administration with a Graduate Certificate in Health Care Data Management. He is a frequent speaker at national conferences and has done consulting in numerous EMS issues, specializing in mobile integrated healthcare, high performance EMS system operations, public/media relations, public policy, EMS economic models and EMS research.

Matt is the Chief Strategic Integration Officer at [MedStar Mobile Healthcare](#), the Public Utility Model EMS agency that provides exclusive emergency and non-emergency EMS and Mobile Integrated Healthcare services for Fort Worth and 14 other cities in North Texas. MedStar provides advanced life support ambulance service to 436 square miles and more than 1 million residents and responds to over 150,000 calls a year with a fleet of 60 ambulances.

Coming to MedStar in 2008 as the Operations Director, Matt has helped guide the continued development and implementation of numerous innovative programs with healthcare partners that have transformed MedStar fully as a Mobile Integrated Healthcare (MIH) provider, including high utilizer, CHF readmission reduction, observational admission reduction, hospice revocation avoidance, 9-1-1 nurse triage programs and partnerships with home health agencies. He is also the co-author of the book "[Mobile Integrated Healthcare – Approach to Implementation](#)" published by Jones and Bartlett Publishing.

Matt is the President of the National Association of EMTs and chairs their EMS Transformation Committee. He is also Adjunct Faculty for the University Of North Texas Health Science Center, Department of Health Management and Policy, as well as an appointed committee member to the Joint Commission's Home Care Professional and Technical Advisory Committee (PTAC) and the Lewin Group's Hospital Outpatient Quality Reporting (HOQR) Program Stroke and AMI Expert Work Group, developing metrics for use in value-based purchasing measures for emergency departments.

PROJECT SCHEDULE

Milestone 1 – Full execution of the agreement

Agreement will identify Project Launch date.

Milestone 2 – Project Launch

We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, identifying agency point of contacts and commencing information gathering.

Milestone 3a – Information Gathering and Data Extraction – 30 Days

Immediately following project launch, the operations leads will deliver an information request to the departments. This is an extensive request which provides us with a detailed understanding of the department's operations. Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. The team lead will review this material prior to an on-site visit.

Milestone 3b – Data Extraction and Analysis – 14 Days

Also, immediately following the project launch the Data Lead will submit a preliminary data request, which will evaluate the quality of the Computer Aided Dispatch (CAD) system data. This will be followed by a comprehensive request for data from the CAD system to conduct the response and workload analysis. This request requires a concerted effort and focused response from your department to ensure the timely production of required for analysis. Delays in this process will likely extend the entire project and impact the delivery of final report. The data team will extract one year's worth of Calls for Service (CFS) from the CAD system. Once the Data Team is confident the data are accurate, they will certify that they have all the data necessary to complete the analysis.

Milestone 3c – Data Certification – 14 days

Milestone 4a – Data Analysis and Delivery of Draft Data Report – 30 days

Within thirty days of data certification, the analysis will be completed and draft, unedited data reports will be delivered to the departments for review and comment. After the data draft reports are delivered, an on-site visit by the operations team will be scheduled.

Milestone 4b – Departmental Review of Draft Data Report – 14 days

The departments will have 10 days to review and comment on the draft unedited data analysis. During this time, our Data team will be available to discuss the draft reports. The Department must specify all concerns with the draft reports at one time.

Milestone 4c – Final Data Report – 10 days

After receipt of the department's comments, the data report will be finalized within 10 days.

Milestone 5 – Conduct On-Site Visit – 30 days

Subject matter experts will perform a site visit within 30 days of the delivery of the draft data report.

Milestone 6 – Draft Operations Report – 30 days

Within 30 days of the last on-site visit, the operations team will provide a draft operations report to the departments' point of contact. Again, the departments will have 10 days to review and comment.

Milestone 7 – Final Report 15 days

Once the departments' comments and concerns are received by CPSM the combined final reports will be delivered to the City within 15 days.

TOTAL ELAPSED TIME: 105 – 135 days

THE CPSM APPROACH – FIRE

Data Begins at Dispatch

CPSM begins all its projects with a forensic analysis on the performance of the organization as recorded in the Computer Aided Dispatch System. The CPSM analysis provides the department with a comprehensive report that combines the CAD data with the National Fire Incident Reporting System (NFIRS) records.

The resulting data study CPSM completes will gather and analyze data on the efficiency and effectiveness of the current deployment on the fire runs. Resource utilization will be quantified for concentration, location, and unit utilization.

The study will also analyze fire call data to provide a comprehensive review of how fire services are delivered to the community including a detailed analysis of workloads and response times. The analysis of the workloads should begin with an in-depth study of the types of calls handled and their severity. The goal of this data gathering would be to explicate the fundamental nature of the fire challenge faced by the Fire Department.

The study will pay special attention to fires reported in residences or buildings. Some examples of questions to be answered as a part of the study include: What was the average response time of the first arriving fire suppression unit capable of deploying extinguishing agent? How long did the engine companies work at the scene?

For each call type, we will determine the time spent on-scene and the manpower personnel who worked the scene. This data will be aggregated to determine an overall average total time spent on fire calls per 24-hour period and by shift for each engine company. It will document any dramatic variations by time of day and day of week as well as seasonal variations. It will also require the review the department's non-emergency productive hours that fire personnel carry out between emergency calls. The study will also analyze data to determine the proportion of calls and the associated workload that arise within the community's borders compared to mutual aid calls.

Response time is an important statistic in emergency service systems. We will determine:

- Average response time of first arriving fire suppression unit capable of deploying extinguishing agent.
- Distribution of response times for different call categories
- Response time for the second arriving engine company, where possible

We will also identify and review calls that experienced unusually long response times or times that exceed adopted Standard of Response Coverage.

Operations Review

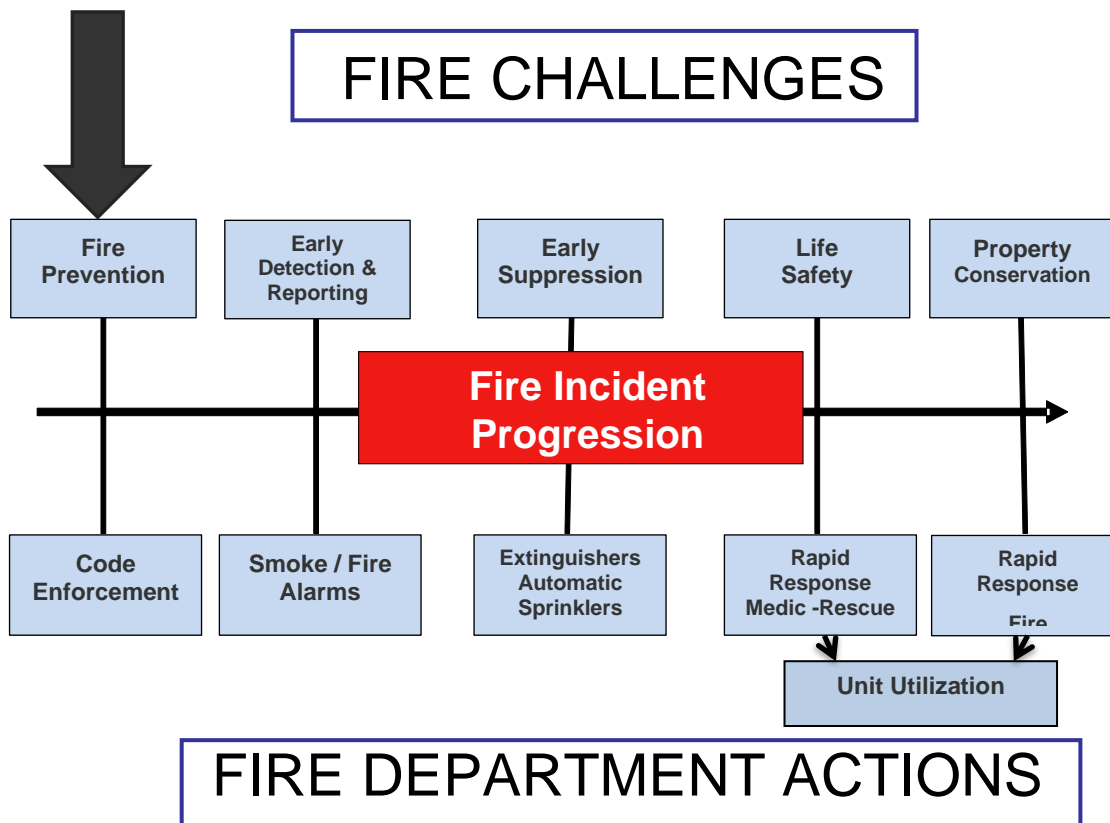
Using information analyzed by the data team, an operational assessment by CPSM technical experts will be conducted to evaluate the deployment of emergency resources.

The CPSM team will evaluate equipment, maintenance, records, policies, procedures, mapping, implemented technology and innovations, facilities, training, and staff to create recommendations for future service delivery.

The team may meet with elected and appointed officials as well as identified community leaders to determine the outcome they are seeking from deployment of resources.

Observations and recommendations will be developed around key performance and analysis areas in the completion of the report and include:

- Comprehensive Data Analysis
 - Incident Type Workload
 - Response Time
 - Unit Workload
 - Analysis of Busiest Hour
- Governance and Administration
 - Organizational Structure
 - Organizational Leadership
 - Staffing and Deployment
 - External Relationships
- Organizational Behavior/Management/Processes
 - Time Allocation of Staff
 - Organizational Communication
 - Strategic Planning
 - Performance Measurement
- Financial Resources (Operating and Capital Resources)
- Programs (To include fire suppression, EMS, fire prevention, public education, fire investigation, technical rescue, hazardous materials, emergency management, and other service delivery programs)
- Risk Management/All hazards approach to community protection
- ISO/Accreditation Benefit Analysis
- Management and deployment of volunteers and career employees
- Station location analysis



Using GIS technology, we will review the current locations of deployed equipment and stations with recommendations developed for the future. Key to making these determinations will be response time for dispatched units and call density.

The CPSM data team has created a methodology for determining resource utilization that quantifies the maximum and minimum deployment of personnel and equipment. It is unlike any other approach currently used by consultants and is indicative of the desire by CPSM to deliver the right resources at the right time.

Fire Suppression Services

Fire departments staff their stations and train their personnel to respond to a wide array of fire and vehicular accident emergencies. In addition, many departments use the long intervals between calls for service for a variety of fire prevention, training, and station activities.

Research in the United Kingdom as well as by FEMA has shown that the most cost-effective approach to fire deployment is the elimination of calls. If a call is received, eliminating hazards decreases the risk faced by first responders and may result in a more positive outcome. These preventive strategies should include building effective code enforcement and fire prevention activities as well as strong public education programs promoting smoke detectors fire extinguisher use and placement in homes and businesses.

The effort may also include early fire suppression using automatic sprinkler systems and other fire protection systems. These prevention and response challenges are illustrated below. CPSM will review operations, particularly prevention efforts which represent a paradigm shift for most departments.

FIRE ANALYSIS OF RESOURCE EXHAUSTION

Fire departments often speak of the “worst case scenario” or “resource exhaustion” when developing staffing and deployment plans. A comprehensive all-hazard Standard of Response Coverage plan requires resource exhaustion to be addressed. An agency can never staff for the worst-case scenario, because whatever situation can be envisioned, there can always be a more serious event that can be planned.

What is needed to make staffing and apparatus decisions is a clear understanding of what levels of demand can reasonably be expected over specific periods of time in a specific jurisdiction. For example, what are the busiest calls for service times over a one-year period and what levels of staffing and apparatus were needed to handle this workload?

To answer this question requires a detailed analysis of calls for service, broken down minute by minute, identifying which units were busy and how many units remained available to respond to a new call for service. More sophisticated analysis can take into consideration available mutual aid resources.

There is significant variability in the number of calls from hour to hour and the frequency of simultaneous or overlapping calls. One special concern relates to the fire resources available for the highest workload hours. We tabulate the data for each of 8760 hours in the year. We identify how often the fire department will respond to more than a specified number of calls in an hour. In studying call totals, it is important to remember that an EMS run typically lasts, on average, a different amount of time than a fire category call and this will vary depending upon whether EMS transport is provided.

Example of “Resource Exhaustion”

What follows is an example of a CPSM study of a fire department with 17 units staffed all the time. For most of these high-volume hours, the total workload of all units combined is equivalent to 3 or fewer units busy the entire hour. For the ten highest volume hours, 0.1% of the hours, the total workload exceeded 3 hours. These high-volume hours occurred between 10 a.m. and 9 p.m.

The hour with the most work was between 1000 and 1100 on September 12, 2009. The 21 calls involved 34 runs (a “call” is an incident and a “run” is a unit response). The combined workload was 417 minutes. This is equivalent to 7 firefighting units being busy the entire hour. However, in the City there are 17 units staffed all the time. During the worst portion of the hour, there were always at least 5 units still available to respond immediately. Only 5 of the 17 units were busy more than 30 minutes during this hour.

The hour with the most calls was between 1400 and 1500 on October 13, 2009. The 23 calls involved 28 runs. The combined workload was 379 minutes. This is equivalent to between 6 and 7 firefighting units being busy the entire hour. However, in the city there are 17 units staffed all the time. During the worst portion of the hour, there were always at least 7 units still available to respond immediately. Only 3 of the 17 units were busy more than 30 minutes during this hour.

Table 1. Frequency Distribution of the Number of Calls

Number of Calls in an Hour	Frequency
0-5	6397
6-10	2263
11-15	98
16 or more	2

Observations:

- A total of 6,397 hours (73%) in a year have received 0-5 calls.
- A total of 2,263 hours (25.8%) in a year have received 6-10 calls.
- A total of 100 hours (1.2%) in a year have received 11 or more calls.

Table 2. Top Ten Hours with the Most Calls Received

HOURS	Number of Calls	Number of Runs	Total Busy Minutes
13-Oct-2009 1400	23	28	379
12-Sep-2009 1000	21	34	417
20-Jun-2009 2000	15	16	252
02-Feb-2009 1900	15	16	213
10-Jul-2009 1000	14	15	226
15-Feb-2009 1900	14	20	317
29-Jul-2009 1700	14	18	274
23-Feb-2009 1100	14	15	180
17-Mar-2009 1500	14	17	193
01-Mar-2009 1800	13	14	185

Table 3. Deployed Minutes by Unit for the Hour between 10 a.m. and 11 a.m. on 12-Sep-2009

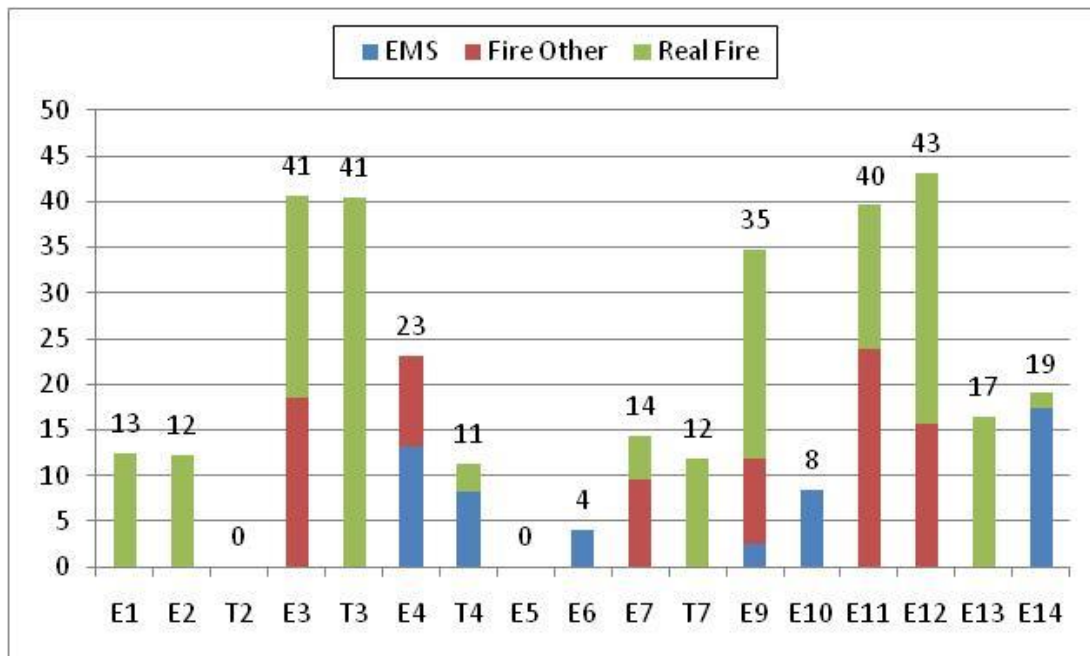
Station	1			2		3		4		5	6		7		9	10	11	12	13	14	Number of Units	
Unit	E1	E2	T2	E3	T3	E4	T4	E5	E6	E7	T7	E9	E10	E11	E12	E13	E14	Busy	Free			
0-5																		3.3	1	16		
5-10		1.9		0.7														5	3	14		
10-15	3.1	5		5								3.7		0.6	4.8			5	7	10		
15-20	5	4.3		5	0.5							5		5	4.4			4	8	9		
20-25	4.4	1.1		4.4	5							3.8		5	5				7	10		
25-30				5	5							5		5	5				5	12		
30-35				4.6	5							5		5	2.7				5	12		
35-40				5	5	3.1						5		5	1.3				6	11		
40-45				5	5	5				1.2		0.7	0.7	4.9	5	1.6			9	8		
45-50				5	5	5	1.8			5	1.8		1.9	1.6	5	4.9	1.7		11	6		
50-55				0.9	5	5	4.5		3.3	5	5	2.5	0.8	2.5	5	5			12	5		
55-60					5	5	5		0.8	3.1	5	4.1	5	5	5	5			11	6		
Total	12.5	12.3	0.0	40.6	40.5	23.1	11.3	0.0	4.1	14.3	11.8	34.8	8.4	39.6	43.2	16.5	19.0					

Note: The numbers in the cells are the busy minutes within the 5-minute block. The cell values greater than 2.5 are coded as red.

Observations:

- Between 10 a.m. and 11 a.m. on September 12, 2009, the fire department responded to 21 calls and dispatched 34 units to these calls.
- In the city, there are 17 units staffed all the time. During the worst portion of this hour, there were always at least 5 units still available to respond immediately. Only 5 of the 17 units were busy more than 30 minutes during this hour.

Figure 1. Workload by Unit and Call Type for the Hour between 10 a.m. and 11 a.m. on 12-Sep-2009



Observations:

- Engine companies E3, E11 and E12 were busy more than 40 minutes during this hour.
- Truck T3 was busy more than 40 minutes during this hour.
- Eleven units were busy less than 20 minutes. Two units responded to no calls.

Table 4: Overlapped Call Analysis

Scenario	Frequency	Percent
No Overlapped Call	1,536	48.5
Overlapped with another call	1,113	35.2
Overlapped with two calls	388	12.3
Overlapped with three calls	102	3.2
Overlapped with four or more calls	26	0.8

Observations:

- 48.5 percent of emergency incidents had no overlapped call.
- 35.2 percent of emergency incidents overlapped with another call.
- 12.3 percent of emergency incidents overlapped with two calls.
- 4.0 percent of emergency incidents overlapped with three or more calls.

PROPOSED FEES

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

CPSM will conduct the analysis of the fire department for **\$49,900** exclusive of travel. This price reflects a 15% discount because of the data work that will run simultaneous with the County Project (Regular pricing would be \$57,385). The project would be billed in three installments: 40% upon contract signing ; 40% with delivery of the draft fire data analysis; and the remaining 20% with delivery of the draft final report. Following delivery of the draft reports, the City will have 30 days to provide comments as to accuracy, and a final report will be delivered within 30 days of the comment period.

Travel expenses will be billed as incurred at actual cost with no overhead or administrative fees applied. CPSM will attempt to split the travel cost and trips between the City and County unless scheduling or COVID situations require otherwise.

Deliverables

Draft reports will be provided for department review in electronic format.

To be ecologically friendly, CPSM will deliver the final reports in computer readable material either by email, CD or both. The final reports will incorporate the operational findings? as well as data analysis. Should the municipality desire additional copies of the report, CPSM will produce and deliver whatever number of copies is requested, which will be invoiced at cost.

Should the local government desire additional support or in-person presentation of findings, CPSM will assign staff for such meetings at a cost of \$2,500 per day/per person plus travel expenses.

CONCLUSION

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, Center for Public Safety Management, LLC acts as a trusted advisor, assisting local governments in an objective manner. CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

PAST & CURRENT ENGAGEMENTS

LOCALITY	ST	PROJECT DESCRIPTION
Edmonton	AB	Comprehensive Analysis of Fire Services.
Leduc	AB	Fire Consolidation Plan
Leduc	AB	Comprehensive Analysis of Fire Services.
Kenai	AK	Comprehensive Analysis of Fire Services
Anniston	AL	Comprehensive Analysis of Police Services
Auburn	AL	Comprehensive Analysis of Fire Services
Auburn	AL	Comprehensive Analysis of Police Services
Dothan	AL	Comprehensive Analysis of Police Services
Casa Grande	AZ	Comprehensive Analysis of Police Services
Florence	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Fire Services
Florence	AZ	Comprehensive Analysis of Police Services
Pinal County	AZ	Comprehensive Analysis of Sheriff's Office
Prescott	AZ	Comprehensive Analysis of Fire Services
Prescott	AZ	Comprehensive Analysis of Police Services
Queen Creek	AZ	Police Strategic Plan
Queen Creek	AZ	Comprehensive Analysis of Fire services
Scottsdale	AZ	Comprehensive Analysis of Police Services
Tucson	AZ	Comprehensive Analysis of Police Services
Youngtown	AZ	Comprehensive Analysis of Police Services
Alameda	CA	Comprehensive Analysis of Fire Services
Alameda	CA	Comprehensive Analysis of Police Services
Burbank	CA	Analysis of Investigations Workload / Staffing
Carlsbad	CA	Comprehensive Analysis of Police Services
El Centro	CA	Comprehensive Analysis of Police Services
Fairfield	CA	Comprehensive Analysis of Police Services
Greenfield	CA	Comprehensive Analysis of Police Services
Hermosa Beach	CA	Comprehensive Analysis of Fire services
Hermosa Beach	CA	Comprehensive Analysis of Police Services
Laguna Woods	CA	Review of Sheriff's Office Service
Milpitas	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Fire Services
Palm Desert	CA	Comprehensive Analysis of Fire Services
Palo Alto	CA	Comprehensive Analysis of Fire Services

Placentia	CA	Comprehensive Analysis of Police Services
Rohnert Park	CA	Comprehensive Analysis of Police Services
San Diego County	CA	EMS Study
San Jose	CA	Fire Study Review
San Jose	CA	Police Study Review
San Mateo	CA	Dispatch Operations Review
Santa Ana	CA	Comprehensive Analysis of Police Services
Santa Clara	CA	Comprehensive Analysis of Police Services
Santa Cruz	CA	Comprehensive Analysis of Police Services
Santa Monica	CA	Police Chief Selection
Santa Rosa	CA	Performance Measurement Analysis
Stockton	CA	Comprehensive Analysis of Police Services
Stockton	CA	Comprehensive Analysis of Fire Services
Union City	CA	Comprehensive Analysis of Fire Services
Whittier	CA	Comprehensive Analysis of Police Services
Woodlands	CA	Police Chief Selection
Yuba City	CA	Comprehensive Analysis of Fire Services
Yuba City	CA	Comprehensive Analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Fire Services
Littleton	CO	Comprehensive Analysis of Fire Services
Steamboat Springs	CO	Comprehensive Analysis of Fire Services
Cheshire	CT	Police Management Review
Southington	CT	Comprehensive Analysis of Fire Services
Dover	DE	Comprehensive Analysis of Police Department
Dover	DE	Comprehensive Analysis of Fire Services
Alachua	FL	Expert Witness Law Enforcement Issues
Tamarac	FL	Analysis of Sheriff's Contract Services
Inverness	FL	Comprehensive Analysis of Fire Services
Delray Beach	FL	Comprehensive Analysis of Police Services
Delray Beach	FL	Comprehensive Analysis of Fire Services
Dunedin	FL	Police Consolidation Review
Hollywood	FL	Police Internal Affairs Review
Indian River Shores	FL	Public Safety Staffing Analysis
Indian River Shores	FL	Public Safety Study
Jacksonville Bch	FL	Police Chief Selection
Jupiter	FL	Police and Fire
Hobe Sound	FL	Public Safety Consolidation
Kenneth City	FL	Comprehensive Analysis of Police Services
Miami Beach	FL	Comprehensive analysis of Fire Services
Naples	FL	Presentation
North Port	FL	Comprehensive Analysis of Police Services

Orlando	FL	Expert Witness Law Enforcement Issues
Land O' Lakes	FL	Comprehensive analysis of Fire Services
New Port Richey	FL	Sheriff Budget Analysis
Pompano Beach	FL	Comprehensive Analysis of Police Services
Venice	FL	Comprehensive Analysis of Fire Services
Kingsland	GA	Comprehensive Analysis of Fire Services
Kingsland	GA	Fire Consolidation St Marys
Woodbine	GA	Police Consolidation Study
Garden City	GA	Preliminary Analysis Public Safety Merger
Johns Creek	GA	Analysis of Fire Services
Kingsland	GA	Fire Consolidation Study
Sandy Springs	GA	Comprehensive Analysis of Police Department
St. Marys	GA	Fire Consolidation Study
Boone	IA	Public Safety Consolidation
Boone	IA	Performance Measurement of Municipal
Hayden	ID	Comprehensive Analysis of Police Services
Jerome	ID	Analysis of Police Services
Algonquin	IL	Performance Measurement Analysis
Glenview	IL	Comprehensive Analysis of Police & Fire Services
Glenview	IL	Comprehensive Analysis of Police Services
Glenview	IL	Dispatch Operations Review
Highland	IL	Comprehensive Analysis of Fire Services
Highland Park	IL	Comprehensive Analysis of Fire Consolidation
Highwood	IL	Comprehensive Analysis of Fire Consolidation
Lake Bluff	IL	Analysis of Fire Consolidation
Lake Bluff	IL	Fire Data Review
Lake Forest	IL	Analysis of Fire Consolidation
Lake Zurich	IL	Comprehensive Analysis of fire services
Naperville	IL	Workload, Staffing & Schedule Design
Roseville	IL	Comprehensive Analysis of Police Services
Skokie	IL	Police Study
Western Springs	IL	Comprehensive Analysis of Police Services
Indianapolis	IN	Police Workload & Deployment Services
Plainfield	IN	Comprehensive Analysis of Police Services
Topeka	KS	Preliminary review of Fire Department
Northborough	MA	Comprehensive Analysis of Police Services
Northborough	MA	Comprehensive Analysis of Fire Services
Cambridge	MD	Performance Measurement Study
Annapolis	MD	Comprehensive Analysis of Police Services
Ocean City	MD	Dispatch Operations Review
Ann Arbor	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Fire Services

Auburn Hills	MI	Comprehensive Analysis of Police Services
Benton Harbor	MI	Public Safety Consolidation
Chesterfield	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Fire Services
Detroit	MI	Police Department Review
Douglas	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive Analysis of Fire Services
Flint	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Fire Services
Kingsley	MI	Comprehensive Analysis of Fire Services
Interlochen	MI	Comprehensive Analysis of Fire Services
Grosse Pointe	MI	Public Safety Consolidation
Grosse Pointe	MI	Public Safety Consolidation
Hamtramck	MI	Police Study
Grand Rapids	MI	Comprehensive Analysis of Police & Fire Services
Grand Rapids	MI	Analysis of Police Services Consolidation
Kentwood	MI	Analysis of Fire Services Consolidation
Flint	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive analysis of Fire Services
Novi	MI	Comprehensive Analysis of Police Services
Novi	MI	Comprehensive analysis of Fire Services
Kalamazoo	MI	Police Workload / Contract for Services Analysis
Petoskey	MI	Public Safety Consolidation
Plymouth	MI	Fire Services Consolidation
Plymouth	MI	Fire Service Analysis
Royal Oak	MI	Comprehensive Analysis of Police Services
Royal Oak	MI	Comprehensive Analysis of Fire Services
Saginaw	MI	Comprehensive Analysis of Police Services
Saginaw	MI	Comprehensive Analysis of Fire Services
Vicksburg	MI	Financial Analysis of Fire Authority
Saint Joseph	MI	Public Safety Consolidation
Sturgis	MI	Public Safety Analysis
Troy	MI	Comprehensive Analysis of Police Services
Troy	MI	Review of Fire Administration and Inspections
Wyoming	MI	Comprehensive Analysis of Police Services 2012
Wyoming	MI	Comprehensive Analysis of Fire Services 2012
Wyoming	MI	Comprehensive Analysis of Police Services 2009
Wyoming	MI	Comprehensive Analysis of Fire Services 2009
Mankato	MN	Public Safety Study
Moorhead	MN	Comprehensive Analysis of Fire Services

Saint Cloud	MN	Police Strategic Planning Review
Saint Cloud	MN	Comprehensive Analysis of Police Services
Brentwood	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Comprehensive Analysis of Fire Services
Saint Louis	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Standard of Response / risk assessment
Bozeman	MT	Fire Protection Master Plan
Bald Head Island	NC	Public Safety Staffing Review
Bald Head Island	NC	Public Safety Consolidation
Chapel Hill	NC	Comprehensive Analysis of police services
Cornelius	NC	Fire Consolidation Study
Davidson	NC	Fire Consolidation Study
Greenville	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Police Services
Rocky Mount	NC	AED Grant assistance
Rocky Mount	NC	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Fire Services
South Sioux City	NE	Fire Services Strategic Plan
East Brunswick	NJ	EMS Study
Oradell	NJ	Comprehensive Analysis of Police Services
Paterson	NJ	Comprehensive Analysis of Police Services
South Orange	NJ	Comprehensive Analysis of Police Services
Westwood	NJ	Comprehensive Analysis of Police Services
Bernalillo	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Police Services
Ruidoso	NM	Comprehensive Analysis of Police Services
Boulder City	NV	Police Organizational Study
Henderson	NV	Comprehensive Analysis of Police Services
Las Vegas	NV	Comprehensive Analysis of Fire Services
North Las Vegas	NV	Fire Workload Analysis
Bria Cliff Manor	NY	Analysis of police consolidation
Garden City	NY	Comprehensive Analysis of Fire Services
Long Beach	NY	Comprehensive Analysis of Fire and EMS services
Armonk	NY	Comprehensive Analysis of Police Services
Oneonta	NY	Comprehensive Analysis of Fire and EMS services
Oneonta	NY	Fire Apparatus Review
Orchard Park	NY	Comprehensive Analysis of Police Services
Ossining	NY	Analysis of police consolidation
Ossining	NY	Analysis of police consolidation

Rye	NY	Police Chief Selection
Watertown	NY	Comprehensive Analysis of Fire Services
Cincinnati	OH	Police Dispatch Review
Dayton	OH	Police Internal Affairs Review
Huron	OH	Comprehensive Analysis of Police Services
Huron	OH	Comprehensive Analysis of Fire Services
Independence	OH	Comprehensive Analysis of Police Services
Independence	OH	Comprehensive Analysis of Fire Services
Sandusky	OH	Fire Study
Sandusky	OH	Police Study
Broken Arrow	OK	Comprehensive Analysis of Police Services
Broken Arrow	OK	Comprehensive Analysis of Fire Services
Edmond	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Fire Services
Muskogee	OK	Comprehensive Analysis of Police Services
Tulsa	OK	Comprehensive Analysis of Fire Services
Bend	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Comprehensive Analysis of Fire Services
Grants Pass	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Public Safety Strategic Plan Development
Ontario	OR	Comprehensive Analysis of Police Services
Ontario	OR	Comprehensive Analysis of Fire Services
Mohnton	PA	Comprehensive Analysis of Police Services
Mohnton	PA	Police Chief Selection
Ephrata	PA	Comprehensive Analysis of Police Services
Farrell	PA	Comprehensive Analysis of Police Services
Jamestown	PA	Comprehensive Analysis of Police Services
Wrightsville	PA	Comprehensive Analysis of Police Services
Lancaster	PA	Police Study
Berwyn	PA	Comprehensive Analysis of Police Services
East Providence	RI	Comprehensive Analysis of Fire Services
East Providence	RI	Expert Witness Fire Issues
Beaufort	SC	Review of Fire Service Contract
Beaufort	SC	Comprehensive Analysis of Police Services
Beaufort	SC	Comprehensive Analysis of Fire Services
Walterboro	SC	Comprehensive Analysis of Public Safety Dept.
Rapid City	SD	Comprehensive Analysis of Fire Services
Germantown	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Police Services

Smyrna	TN	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Police Services
Baytown	TX	EMS Study
Belton	TX	Comprehensive Analysis of Police Services
Belton	TX	Comprehensive Analysis of Fire Services
Belton	TX	Police Chief Selection
Belton	TX	Fire Chief Selection
Buda	TX	Comprehensive Analysis of Police Services
Cedar Park	TX	Comprehensive Analysis of Police Services
Conroe	TX	Fire Services Analysis and Standard of Response
Frisco	TX	Comprehensive Analysis of Fire Services
Highland Village	TX	Fire Review
Hutto	TX	Comprehensive Analysis of Fire Services
Lucas	TX	Fire and EMS Analysis
New Braunfels	TX	Fire Study
New Braunfels	TX	Police Study
Prosper	TX	Comprehensive Analysis of Police Services
Round Rock	TX	Comprehensive Analysis of Fire Services
Sugarland	TX	Fire Department Overtime Analysis
Sugarland	TX	Comprehensive Analysis of Fire Services
Victoria	TX	Comprehensive Analysis of Police Services
Washington City	UT	Comprehensive Public Safety Analysis
Hampton	VA	Police Chief Selection
Leesburg	VA	Comprehensive Analysis of Sheriff Services
Leesburg	VA	Comprehensive Analysis of Fire Services
Bonney Lake	WA	Comprehensive Analysis of Police Services
Lacey	WA	Comprehensive Analysis of Fire Services
Snoqualmie	WA	Police Workload & Deployment Analysis
Spokane Valley	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Police Chief Selection
Menomonie	WI	Sheriff Office Study
Wauwatosa	WI	Comprehensive Analysis of Fire Services
Wauwatosa	WI	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review
Laramie	WY	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review

STAFF REPORT

June 2, 2021

To: Tooele City Planning Commission
Business Date: June 9, 2021

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Western Acres Phase 1 – Subdivision Preliminary Plan Request

Application No.: P21-191
Applicant: David Lewis IV, representing DR Horton, Inc.
Project Location: Approximately 1900 North Copper Canyon Drive
Zoning: MR-16 PUD Multi-Family Residential Zone
Acreage: Approximately 12.5 Acres (Approximately 544,500 ft²)
Request: Request for approval of a Subdivision Preliminary Plan in the MR-16 PUD Multi-Family Residential zone regarding the creation of 130 various town house style lots.

BACKGROUND

This application is a request for approval of a Subdivision Preliminary Plan for approximately 12.5 acres located at approximately 1900 North Copper Canyon Drive. The property is currently zoned MR-16 PUD Multi-Family Residential with a Planned Unit Development overlay. The applicant is requesting that a Subdivision Preliminary Plan be approved to allow for the development of the currently vacant site as 130 town house lots.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the High Density Residential land use designation for the subject property. The property has been assigned the MR-16 PUD Multi-Family Residential zoning classification, supporting approximately sixteen dwelling units per acre. The MR-16 PUD Multi-Family Residential zoning designation is identified by the Land Use Map of the Tooele City General Plan as a preferred zoning classification for the High Density Residential land use designation. The property has an assortment of adjacent zones. To the north property is located in Tooele County. To the east properties are zoned NC Neighborhood Commercial (utilized as single-family residential) and MR-16. To the south and the west property is zoned MR-16 Multi-Family Residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

The PUD Planned Unit Development overlay was added to the zoning at the request of the applicant. The PUD does not alter density limitations in the MR-16 zoning district but is more oriented towards building setbacks, lot sizes and other design criteria. The PUD overlay does permit reductions in the minimum separation between the buildings, reducing that distance to 12 feet instead of 15 feet.

Subdivision Layout. Phase 1 of Western Acres proposes the construction of 130 town house lots. The subdivision plat is the first in a succession of many phases in the large development that will eventually occupy 89 acres of property. Phase 1 will develop 12.49 acres.

The subdivision plat will connect to the existing Copper Canyon Drive and Pine Canyon Road and all streets within the development will be privately owned and maintained 51 foot wide rights-of-way. The lots within the subdivision are the footprint of each town house. In the MR-16 zoning district there are no lot size or lot width restrictions. This lack of restrictions enables private ownership of town homes while maintaining common ownership of the surrounding property.

The subdivision plat creates private lots that are the privately owned footprint of the individual town house. The plat creates limited common areas. Limited common areas are places such as town house driveways or yard spaces that are not available for use by the community at large. These areas are indicated by a crossing hatch pattern and it is not clear on the plans if the limited common areas are maintained by the town house owner or the development HOA. The remaining area in the subdivision is considered common area. The common area is the portion of the development that is available to the community and is maintained by the development itself.

The common area includes the storm water detention basins located at the western side of Phase 1. Common areas also include the roads, guest parking areas, frontages and landscaping between the buildings.

This purpose of this application is the creation of the lots, limited common areas and common areas only. The site plan design review will delve deeper into building architecture, landscaping, parking areas, and so forth. The site plan design review is required to have Planning Commission approval so the Commission will be seeing more information regarding this project at a future meeting. The applicant has already submitted a final subdivision plat and site plan design review applications and they are being reviewed.

Landscaping. Landscaping will be addressed during the site plan design review application.

Parking. Each phase needs to be able to stand alone. Therefore, in order to accommodate guest parking sufficient for this phase the applicant has had to re-work some phasing lines and bring additional guest parking that is sufficiently dispersed throughout the entire phase. 32 guest parking stalls are provided as per ordinance requirements and the applicant has made a good effort to equally distribute guest parking stalls throughout the project. Other parking issues will be reviewed in greater detail during the site plan design review process.

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 Subdivision Preliminary Plan submission and has issued a recommendation for approval for the request with the following comments:

1. There is a PUD Planned Unit Development Overlay attached to the zoning of this property that permits a reduction in building separation from 15 feet to 12 feet.
2. Phase 1 meets the requirements for guest parking.
3. The MR-16 zoning district does not have lot size and lot widths minimum restrictions. This enables town home developments to have private ownership of the unit and common ownership of the area surrounding the units.
4. All roads inside of the development will be privately owned and maintained streets.

5. The development still requires final subdivision plat and site plan design review approvals.
6. Other than a few minor changes to accommodate guest parking areas in the Phase, Phase 1 complies with the PUD proposal that was approved when the zoning change was completed on December 16, 2020.

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

STAFF RECOMMENDATION

Staff recommends approval of the request for a Subdivision Preliminary Plan by David Lewis IV, representing DR Horton, Inc., application number P21-191, 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 Master Plan.
2. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
3. The proposed development plans meet the requirements and provisions of the Tooele City Code.
4. 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.
5. The proposed development conforms to the general aesthetic and physical development of the area.
6. The public services in the area are adequate to support the subject development.
7. Other than a few minor changes to accommodate guest parking areas in the Phase, Phase 1 complies with the PUD proposal that was approved when the zoning change was completed on December 16, 2020.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Western Acres Phase 1 Subdivision Preliminary Plan Request by David Lewis IV, representing DR Horton, Inc. for the purpose of creating 130 town house lots, application number P21-191, based on the findings and subject to the conditions listed in the Staff Report dated June 2, 2021:”

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 Western Acres Phase 1 Subdivision Preliminary Plan Request by David Lewis IV, representing DR Horton, Inc. for the purpose of creating 130 town house lots, application number P21-191, based on the following findings:”

1. List findings...

EXHIBIT A

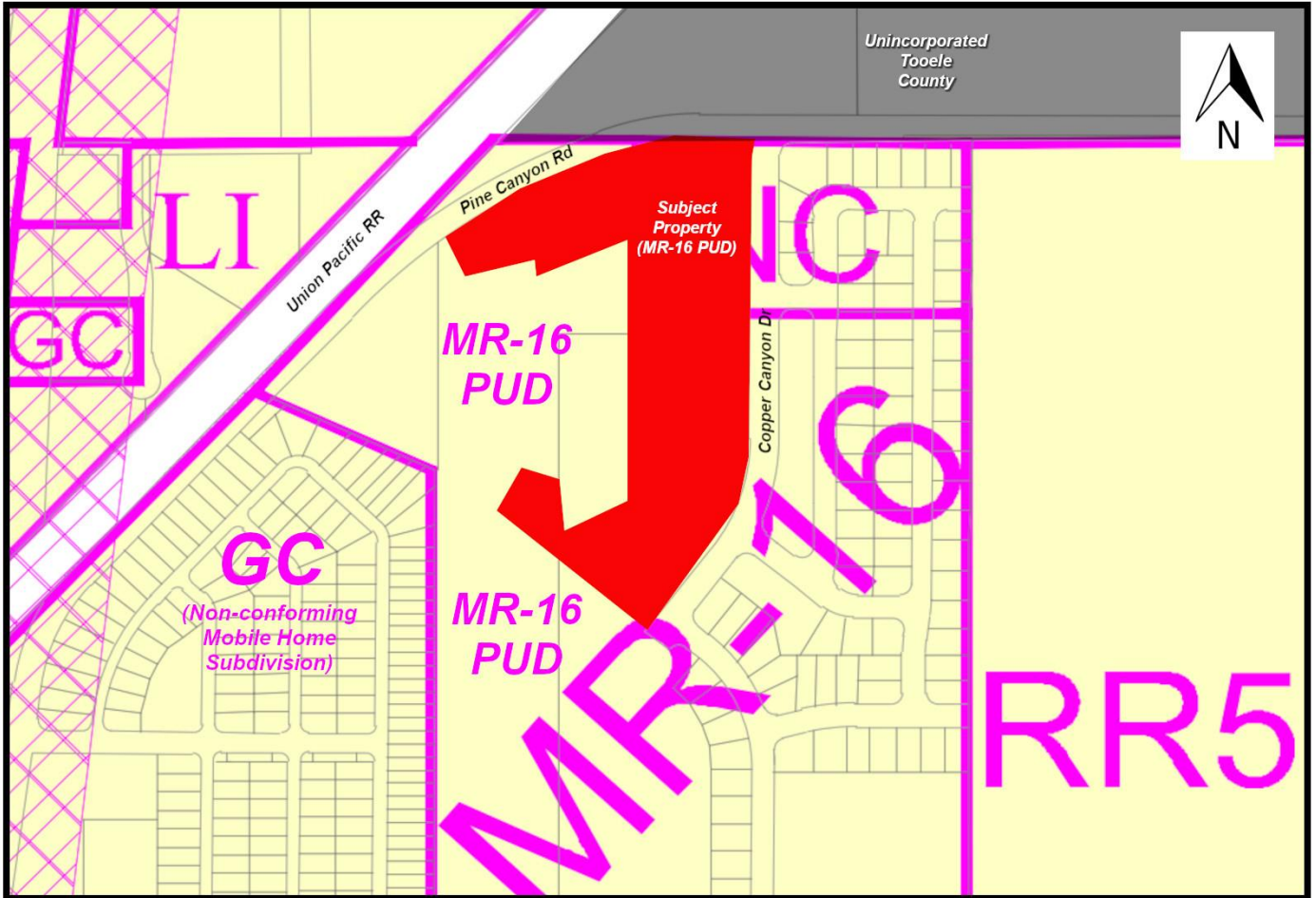
**MAPPING PERTINENT TO THE WESTERN ACRES PHASE 1 SUBDIVISION
PRELIMINARY PLAN**

Western Acres Phase 1 Preliminary Subdivision Plan



Aerial View

Western Acres Phase 1 Preliminary Subdivision Plan



Current Zoning

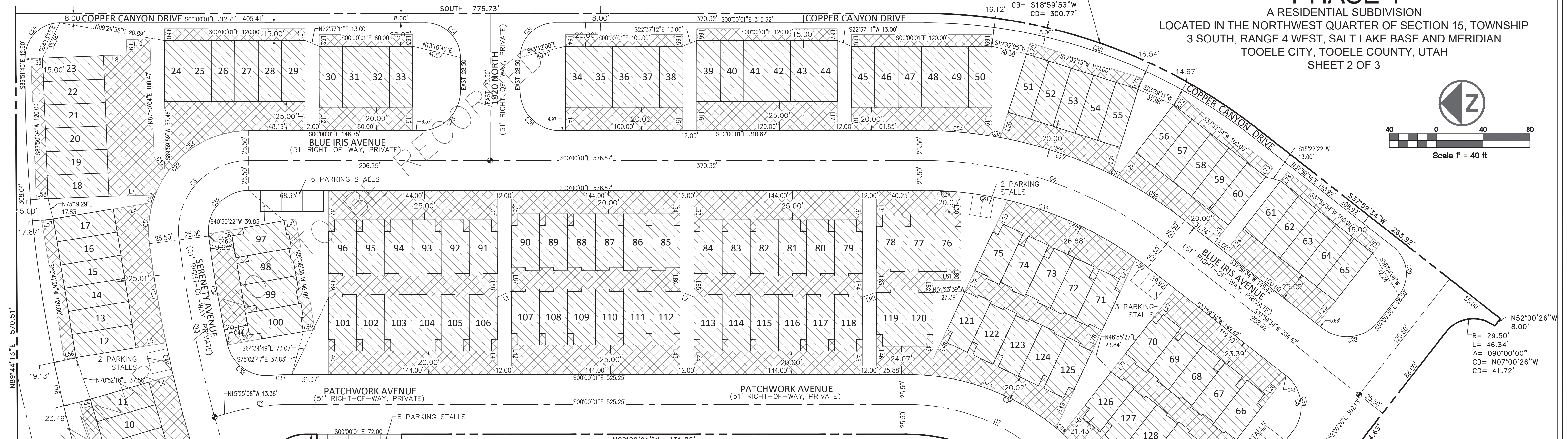
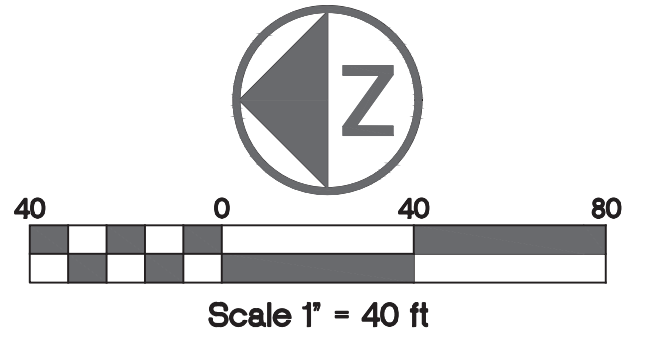
EXHIBIT B

PROPOSED DEVELOPMENT PLANS

NORTH QUARTER OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
(NOT FOUND, POSITION CALCULATED)
CALCULATED N: 7375764.19
CALCULATED E: 1422584.22

PRELIMINARY PLAT WESTERN ACRES TOWNHOMES PHASE 1

A RESIDENTIAL SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP
3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH
SHEET 2 OF 3

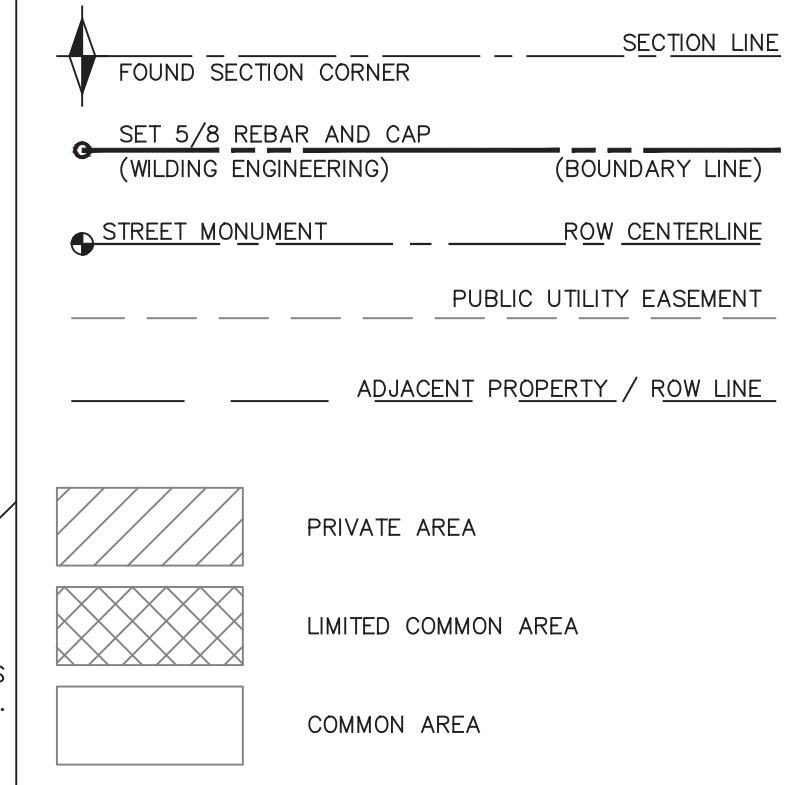


UNIT #	ADDRESS	UNIT #	ADDRESS	UNIT #	ADDRESS
1	250 E SERENITY AVE	43	1872 N BLUE IRIS AVE	85	1897 N BLUE IRIS AVE
2	252 E SERENITY AVE	44	1868 N BLUE IRIS AVE	86	1899 N BLUE IRIS AVE
3	254 E SERENITY AVE	45	1864 N BLUE IRIS AVE	87	1901 N BLUE IRIS AVE
4	256 E SERENITY AVE	46	1858 N BLUE IRIS AVE	88	1903 N BLUE IRIS AVE
5	258 E SERENITY AVE	47	1856 N BLUE IRIS AVE	89	1905 N BLUE IRIS AVE
6	266 E SERENITY AVE	48	1852 N BLUE IRIS AVE	90	1907 N BLUE IRIS AVE
7	268 E SERENITY AVE	49	1846 N BLUE IRIS AVE	91	1931 N BLUE IRIS AVE
8	272 E SERENITY AVE	50	1844 N BLUE IRIS AVE	92	1933 N BLUE IRIS AVE
9	274 E SERENITY AVE	51	1842 N BLUE IRIS AVE	93	1935 N BLUE IRIS AVE
10	276 E SERENITY AVE	52	1836 N BLUE IRIS AVE	94	1937 N BLUE IRIS AVE
11	278 E SERENITY AVE	53	1832 N BLUE IRIS AVE	95	1939 N BLUE IRIS AVE
12	286 E SERENITY AVE	54	1828 N BLUE IRIS AVE	96	1941 N BLUE IRIS AVE
13	288 E SERENITY AVE	55	1824 N BLUE IRIS AVE	97	285 E SERENITY AVE
14	292 E SERENITY AVE	56	1822 N BLUE IRIS AVE	98	283 E SERENITY AVE
15	294 E SERENITY AVE	57	1818 N BLUE IRIS AVE	99	279 E SERENITY AVE
16	296 E SERENITY AVE	58	1816 N BLUE IRIS AVE	100	277 E SERENITY AVE
17	298 E SERENITY AVE	59	1814 N BLUE IRIS AVE	101	1944 N PATCHWORK AVE
18	306 E SERENITY AVE	60	1812 N BLUE IRIS AVE	102	1942 N PATCHWORK AVE
19	308 E SERENITY AVE	61	1806 N BLUE IRIS AVE	103	1938 N PATCHWORK AVE
20	312 E SERENITY AVE	62	1802 N BLUE IRIS AVE	104	1936 N PATCHWORK AVE
21	314 E SERENITY AVE	63	1798 N BLUE IRIS AVE	105	1934 N PATCHWORK AVE
22	316 E SERENITY AVE	64	1796 N BLUE IRIS AVE	106	1932 N PATCHWORK AVE
23	318 E SERENITY AVE	65	1794 N BLUE IRIS AVE	107	1908 N PATCHWORK AVE
24	1978 N BLUE IRIS AVE	66	1793 N BLUE IRIS AVE	108	1906 N PATCHWORK AVE
25	1976 N BLUE IRIS AVE	67	1795 N BLUE IRIS AVE	109	1904 N PATCHWORK AVE
26	1984 N BLUE IRIS AVE	68	1799 N BLUE IRIS AVE	110	1902 N PATCHWORK AVE
27	1972 N BLUE IRIS AVE	69	1803 N BLUE IRIS AVE	111	1898 N PATCHWORK AVE
28	1970 N BLUE IRIS AVE	70	1807 N BLUE IRIS AVE	112	1896 N PATCHWORK AVE
29	1968 N BLUE IRIS AVE	71	1817 N BLUE IRIS AVE	113	1884 N PATCHWORK AVE
30	1942 N BLUE IRIS AVE	72	1823 N BLUE IRIS AVE	114	1882 N PATCHWORK AVE
31	1940 N BLUE IRIS AVE	73	1827 N BLUE IRIS AVE	115	1878 N PATCHWORK AVE
32	1938 N BLUE IRIS AVE	74	1833 N BLUE IRIS AVE	116	1874 N PATCHWORK AVE
33	1936 N BLUE IRIS AVE	75	1837 N BLUE IRIS AVE	117	1868 N PATCHWORK AVE
34	1906 N BLUE IRIS AVE	76	1849 N BLUE IRIS AVE	118	1864 N PATCHWORK AVE
35	1904 N BLUE IRIS AVE	77	1853 N BLUE IRIS AVE	119	1858 N PATCHWORK AVE
36	1902 N BLUE IRIS AVE	78	1857 N BLUE IRIS AVE	120	1854 N PATCHWORK AVE
37	1898 N BLUE IRIS AVE	79	1865 N BLUE IRIS AVE	121	1852 N PATCHWORK AVE
38	1896 N BLUE IRIS AVE	80	1869 N BLUE IRIS AVE	122	1848 N PATCHWORK AVE
39	1888 N BLUE IRIS AVE	81	1875 N BLUE IRIS AVE	123	1846 N PATCHWORK AVE
40	1884 N BLUE IRIS AVE	82	1879 N BLUE IRIS AVE	124	1844 N PATCHWORK AVE
41	1878 N BLUE IRIS AVE	83	1883 N BLUE IRIS AVE	125	1842 N PATCHWORK AVE
42	1876 N BLUE IRIS AVE	84	1885 N BLUE IRIS AVE	126	1832 N PATCHWORK AVE

UNIT #	ADDRESS
127	1828 N PATCHWORK AVE
128	1826 N PATCHWORK AVE
129	1824 N PATCHWORK AVE
130	1822 N PATCHWORK AVE

UNIT #	ADDRESS
127	1828 N PATCHWORK AVE
128	1826 N PATCHWORK AVE
129	1824 N PATCHWORK AVE
130	1822 N PATCHWORK AVE

LEGEND



WESTERN ACRES TOWNHOMES PHASE 1
A RESIDENTIAL SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE
AND MERIDIAN

SHEET 2 OF 3



**WILDING
ENGINEERING**

14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

NORTHWEST CORNER OF SECTION
15, TOWNSHIP 3 SOUTH, RANGE
4 WEST SALT LAKE BASE AND
MERIDIAN
(FOUND BRASS CAP MONUMENT)
N: 7375752.07
E: 1419943.96

BASIS OF BEARING S00°01'31"E
2631.31' (MEASURED MON TO MON)

WEST QUARTER OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
(FOUND BRASS CAP MONUMENT)
BENCHMARK: 4820.53'
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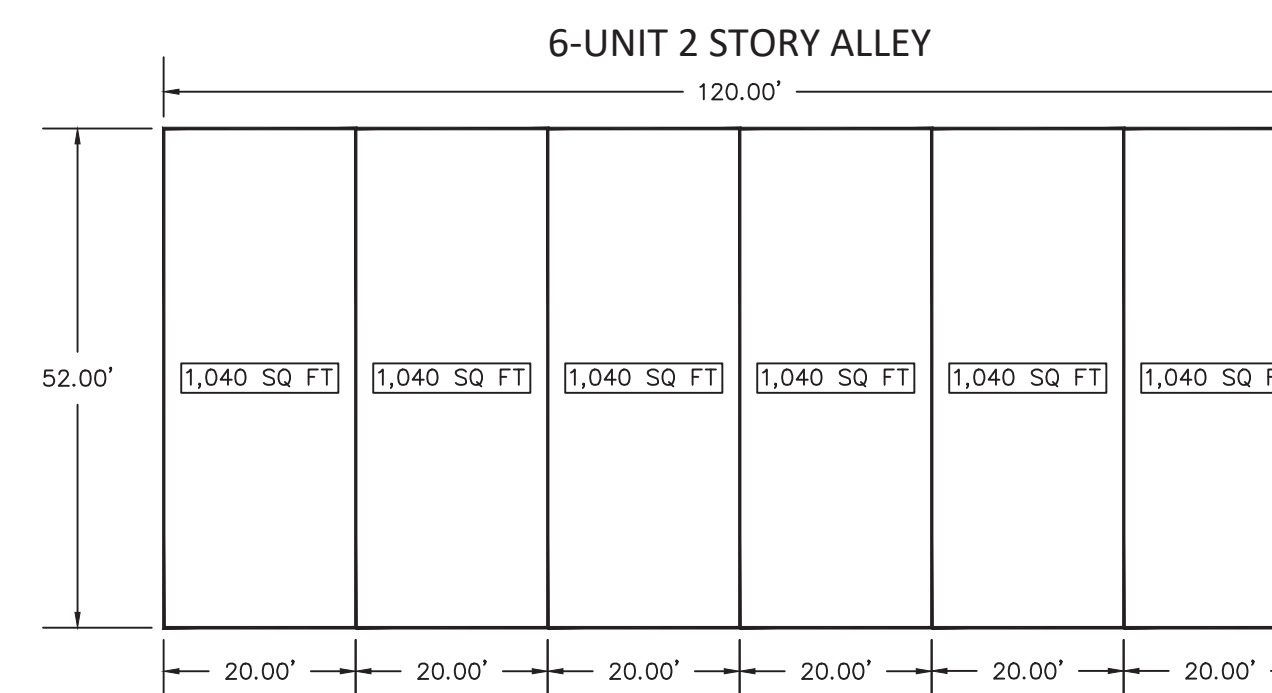
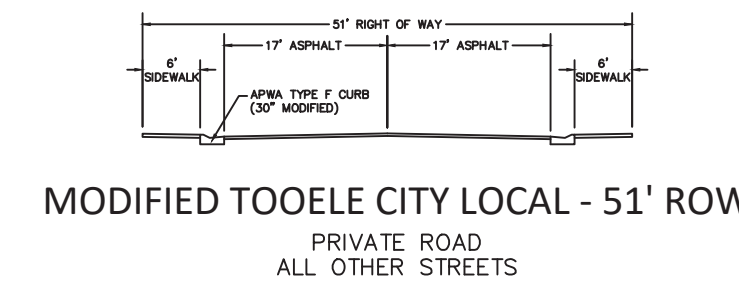
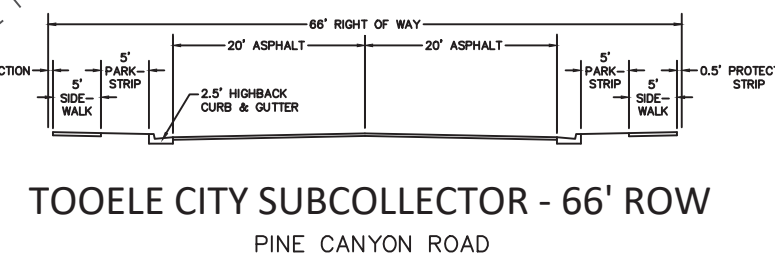
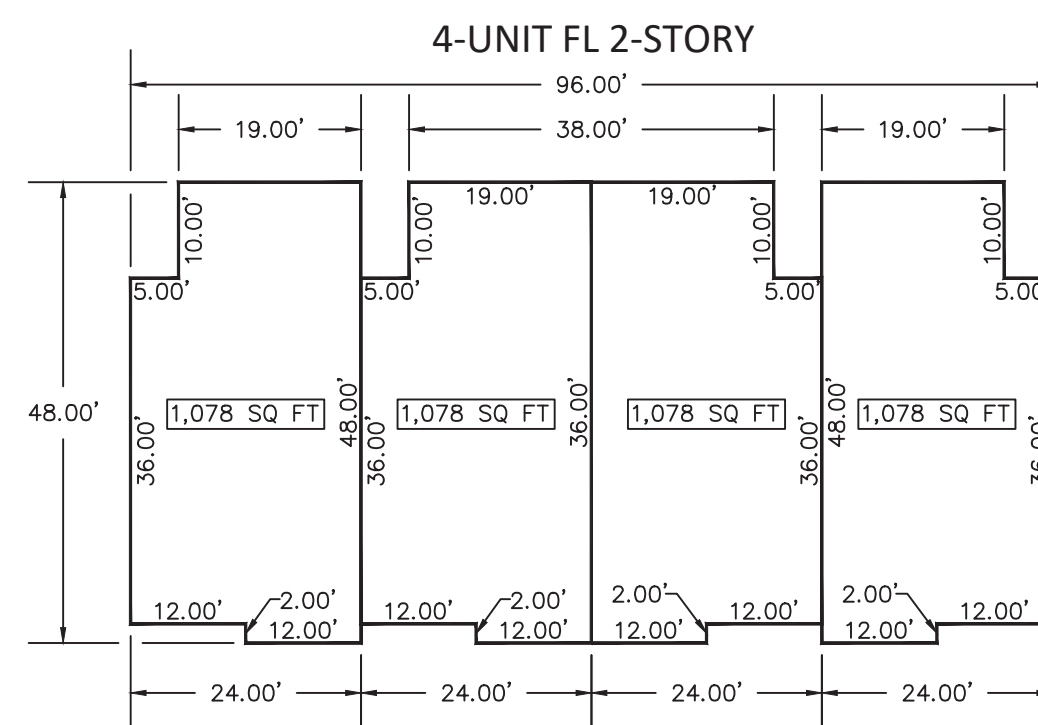
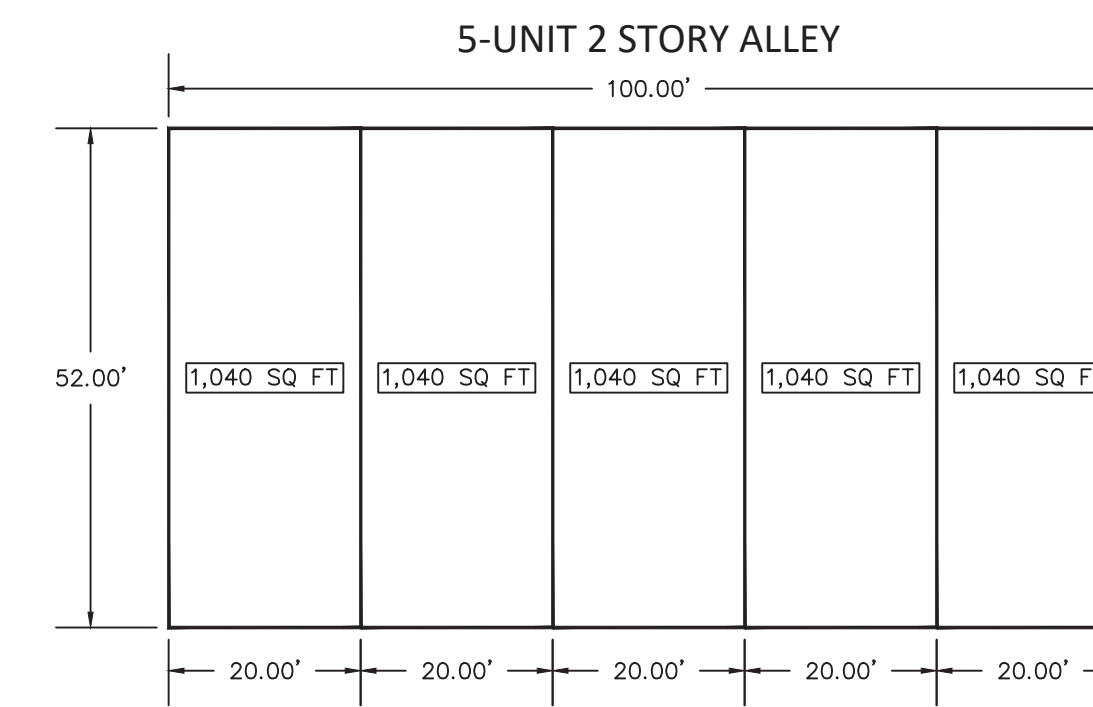
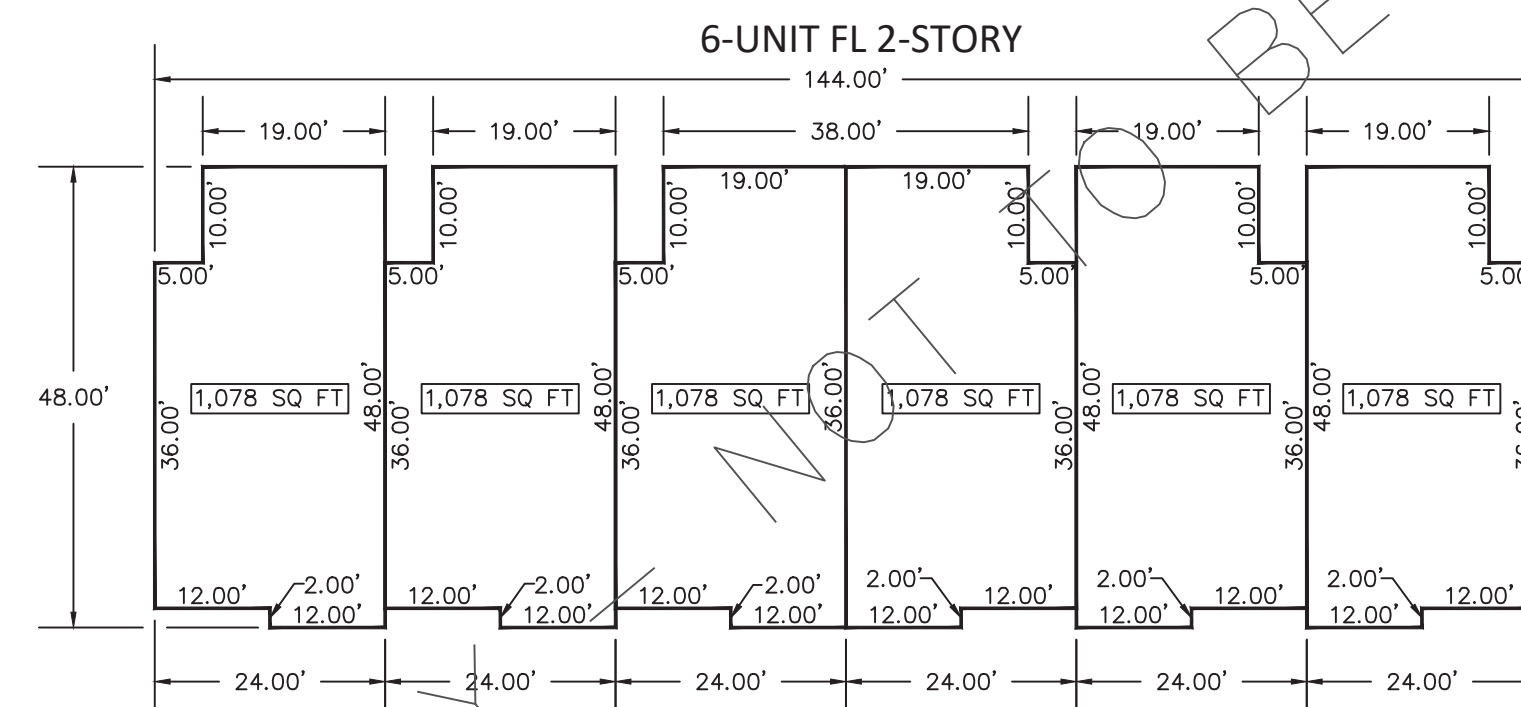
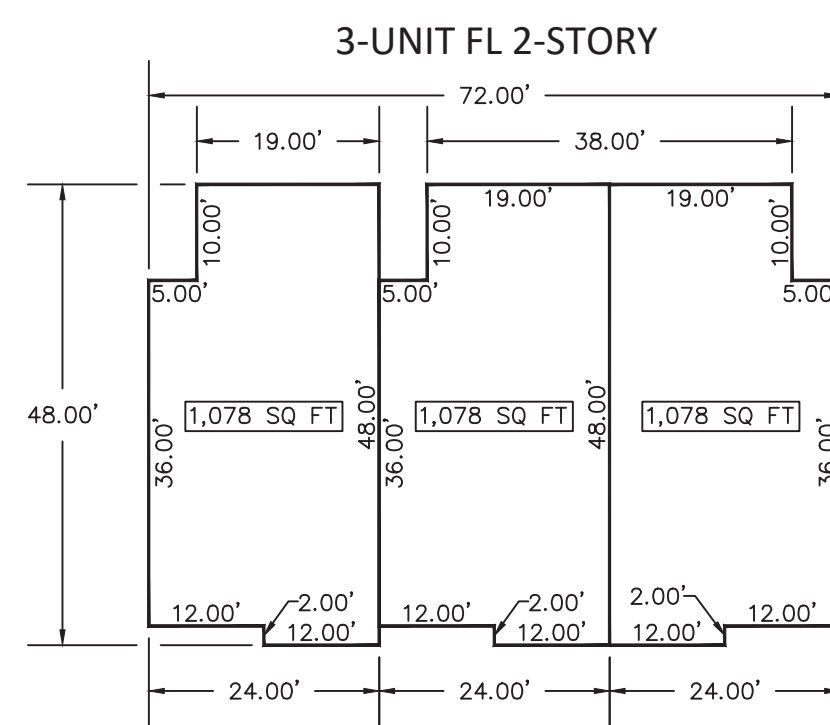
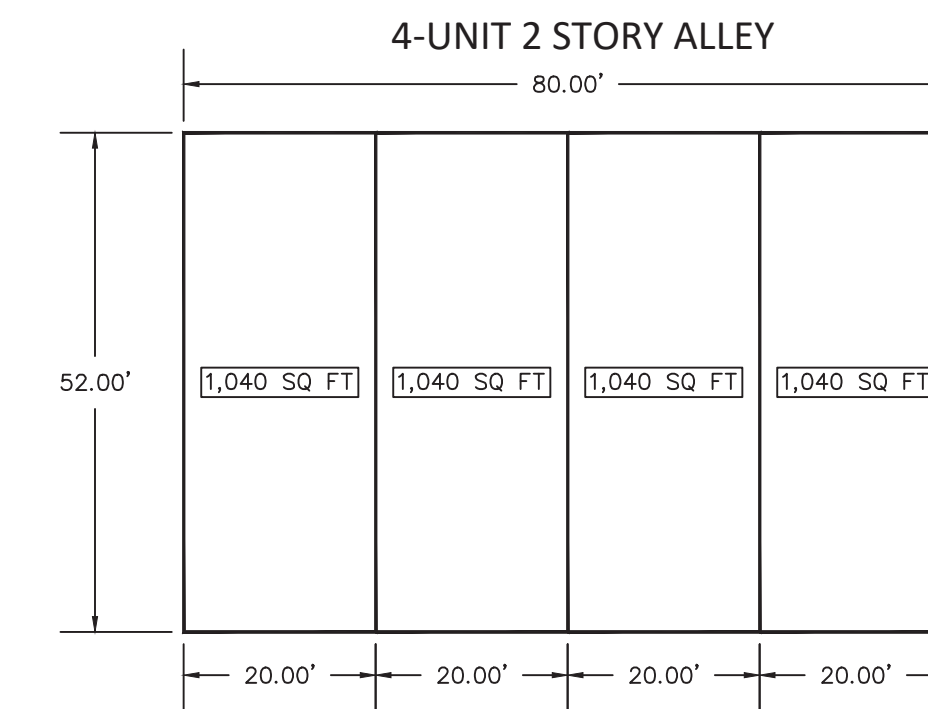
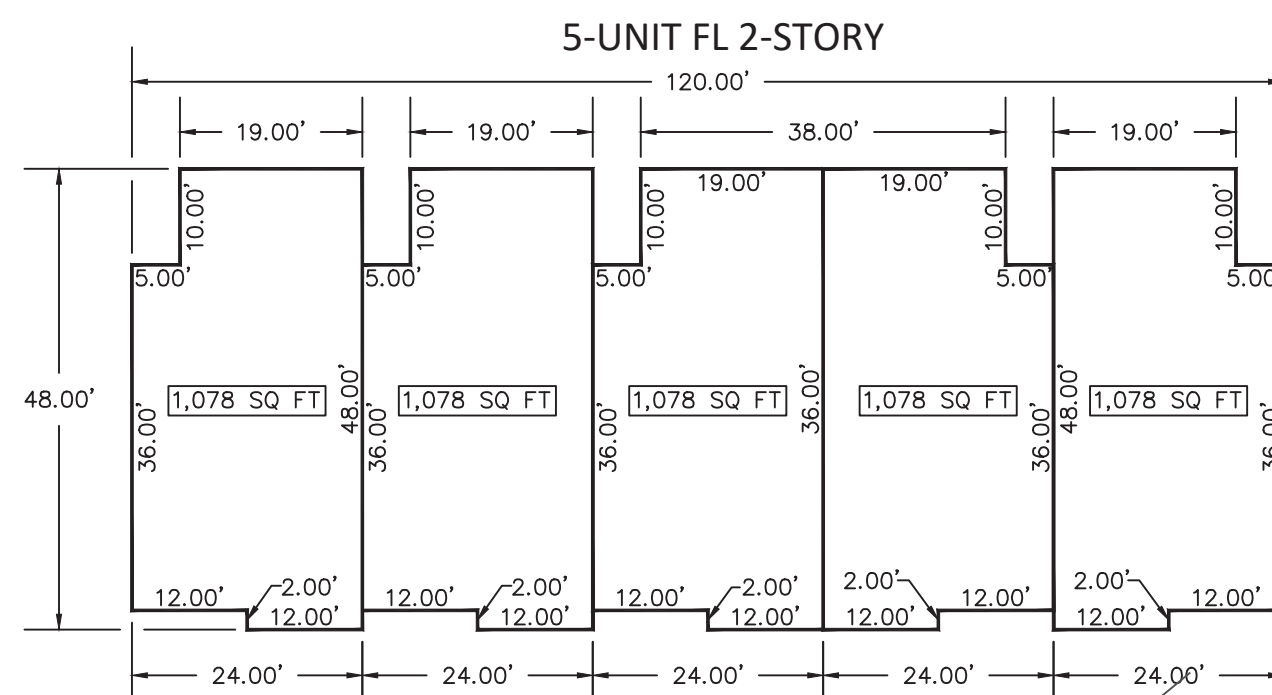
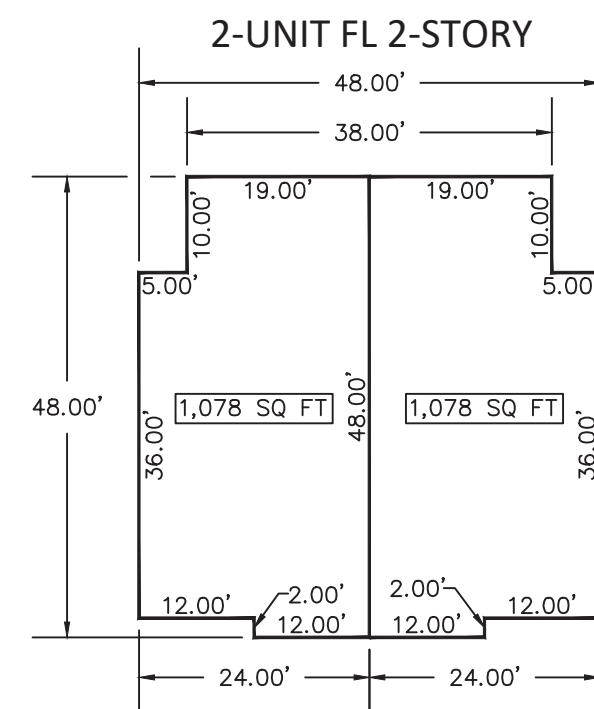
NOTE:
1. GUEST PARKING REQUIREMENT CALCULATED AS
125 UNITS/4= 32 PARKING SPACES REQUIRED.
PARKING SPACES IN PHASE 1= 32.

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PLOT DATE: May 04, 2021

PRELIMINARY PLAT WESTERN ACRES TOWNHOMES PHASE 1

A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH
SHEET 3 OF 3



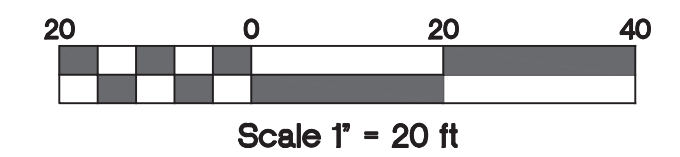
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L7	39.65	S01°36'46"E	L59	10.00	N02°09'56"W
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L21	24.19	S72°27'45"E	L73	10.00	N52°00'26"W
L22	26.49	N52°00'26"W	L74	10.00	S52°00'26"E
L23	20.00	S52°00'26"E	L75	10.00	N52°00'26"W
L24	25.00	N52°00'26"E	L76	20.00	S52°00'26"E
L25	25.00	S52°00'26"E	L77	20.00	N52°00'26"W
L26	33.38	S52°00'26"E	L78	20.00	S64°48'02"E
L27	33.39	N52°00'26"W	L79	20.00	N64°48'02"W
L28	31.59	S64°48'02"E	L80	10.00	N89°59'59"E
L29	30.06	N64°48'02"W	L81	24.00	S00°00'01"E
L30	29.30	N89°59'59"E	L82	10.00	N89°59'59"E
L31	30.93	S89°59'59"W	L83	20.00	S89°59'59"W
L32	35.00	N89°59'59"E	L84	20.00	N89°59'59"E
L33	35.00	S89°59'59"W	L85	20.00	S89°59'59"W
L34	30.00	N89°59'59"E	L86	20.00	N89°59'59"E
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L36	35.00	N89°59'59"E	L88	20.00	N89°59'59"E
L37	35.00	S89°59'59"W	L89	20.00	S89°59'59"W
L38	29.66	N09°51'22"W	L90	10.00	N09°51'22"W
L39	29.76	S09°51'22"E	L91	10.00	S09°51'22"E
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L41	30.00	N89°59'59"E			
L42	35.00	S89°59'59"W			
L43	35.00	N89°59'59"E			
L44	30.00	S89°59'59"W			
L45	30.00	N89°59'59"E			
L46	34.07	S89°59'59"W			
L47	21.52	N89°59'59"E			
L48	28.31	N64°48'02"W			
L49	36.16	S64°48'02"E			
L50	31.00	N52°00'26"W			

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	478.28'	1250.00'	21°55'22"	S67°16'40"W	475.37'
C2	471.08'	1094.50'	24°39'38"	S70°19'30"W	467.45'
C3	101.94'	60.00'	97°20'41"	N48°40'21"W	90.11'
C4	223.13'	336.50'	37°59'36"	N18°59'47"E	219.07'
C5	52.91'	34.00'	89°09'27"	N83°24'51"E	47.73'
C6	95.70'	200.00'	27°24'55"	S38°17'59"E	94.79'
C7	157.12'	175.00'	51°26'27"	N25°43'13"E	151.89'
C8	53.82'	200.00'	15°25'08"	N07°42'34"W	53.66'
C9	357.35'	1250.00'	16°22'47"	S70°02'58"W	356.14'
C10	120.93'	1250.00'	5°32'35"	S59°05'17"W	120.88'
C11	73.83'	1094.50'	3°51'53"	S59°55'37"W	73.81'
C12	243.02'	1094.50'	12°43'18"	S68°13'13"W	242.52'
C13	154.24'	1094.50'	8°04'27"	S78°37'05"W	154.11'
C14	25.93'	200.00'	7°25'44"	S28°18'23"E	25.91'
C15	69.77'	200.00'	19°59'11"	S42°00'51"E	69.41'
C16	16.37'	200.00'	4°41'23"	S25°47'45"E	16.37'
C17	237.06'	1283.00'	10°35'12"	S67°08'14"W	236.73'
C18	544.26'	1217.00'	25°37'24"	S77°19'33"W	539.73'
C19	47.71'	29.50'	92°39'17"	S18°11'12"W	42.67'
C20	51.42'	34.00'	86°38'33"	S71°27'46"E	46.66'
C21	348.87'	1120.00'	17°51'09"	S73°43'44"W	347.56'
C22	145.26'	85.50'	97°20'41"	N48°40'21"W	128.41'
C23	53.41'	34.00'	89°59'59"	S45°00'00"E	48.08'

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C24	46.34'	29.50'	90°00'01"	N45°00'00"E	41.72'
C25	46.27'	29.50'	89°51'44"	N44°55'53"W	41.67'
C26	53.41'	34.00'	90°00'01"	S45°00'00"W	48.08'
C27	240.04'	362.00'	37°59'36"	N18°59'47"E	235.67'
C28	53.41'	34.00'	90°00'00"	S07°00'26"E	48.08'
C29	46.34'	29.50'	90°00'00"	N82°59'34"E	41.72'
C30	301.05'	454.00'	37°59'36"	N18°59'47"E	295.56'
C31	46.34'	29.50'	89°59'59"	N45°00'00"W	41.72'
C32	58.61'	34.50'	97°20'41"	N48°40'21"W	51.82'
C33	206.22'	311.00'	37°59'36"	N18°59'47"E	202.47'
C34	53.41'	34.00'	90°00'00"	N82°59'34"E	48.08'
C35	61.39'	34.00'	103°26'52"	S00°17'00"E	53.38'
C36	180.01'	200.50'	51°26'27"	N25°43'13"E	174.03'
C37	19.08'	225.50'	4°50'51"	N02°25'28"W	19.07'
C38	48.94'	34.00'	82°28'48"	S36°23'33"W	44.83'
C39	93.71'	1069.00'	5°01'22"	S80°08'38"W	93.68'
C40	168.16'	1069.00'	9°00'47"	S66°19'49"W	167.99'
C41	35.97'	34.00'	60°36'31"	N10°13'46"E	34.31'
C42	79.01'	225.50'	20°04'29"	S10°02'15"E	78.60'
C43	0.50'	34.00'	0°50'33"	N38°24'51"E	0.50'
C44	0.51'	34.00'	0°51'58"	S77°11'58"W	0.51'
C45	100.04'	1120.00'	5°07'03"	S67°40'03"W	100.00'
C46	1.81'	34.50'	3°00'14"	S84°09'26"W	1.81'

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C47	14.06'	20.00'	40°16'07"	N49°43'34"E	13.77'
C48	120.06'	1120.00'	6°08'30"	S73°45'19"W	120.00'
C49	28.16'	1120.00'	1°26'27"	S77°32'48"W	28.16'
C50	85.78'	1120.00'	4°23'18"	S80°27'40"W	85.76'
C51	35.52'	85.50'	23°48'22"	N85°28'30"W	35.27'
C52	6.77'	85.50'	4°32'23"	N71°16'08"W	6.77'
C53	102.96'	85.50'	68°59'56"	N34°29'59"W	96.85'
C54	58.40'	362.00'	9°14'38"	N04°37'18"E	58.34'
C55	7.23'	362.00'	1°08'37"	N09°48'56"E	7.23'
C56	100.33'	362.00'	15°52'48"	N18°19'39"E	100.01'
C57	5.41'	362.00'	0°51'25"	N26°41'45"E	5.41'
C58	68.67'	362.00'	10°52'08"	N32°33'32"E	68.57'
C59	13.03'	311.00'	2°24'03"	N36°47'34"E	13.03'
C60	120.77'	311.00'	22°14'58"	N24°28'04"E	120.01'
C61	40.62'	311.00'	7°29'00"	N09°36'05"E	40.59'
C62	31.81'	311.00'	5°51'36"	N02°55'47"E	31.79'
C63	137.99'	200.50'	39°26'02"	N19°43'00"E	135.29'
C64	7.58'	200.50'	2°09'58"	N40°31'00"E	7.58'
C65	34.44'	200.50'	9°50'27"	N46°31'12"E	34.39'
C66	8.48'	34.00'	14°17'25"	S44°17'43"W	8.46'
C67	52.91'	34.00'	89°09'27"	S07°25'43"E	47.73'
C68	71.44'	1069.00'	3°49'44"	S59°54'33"W	71.42'
C69	24.10'	225.50'	6°07'24"	S23°08'11"E	24.09'

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C70	154.62'	1217.00'	7°16'47"	S55°33'54"W	154.52'
C71	47.71'	29.50'	92°39'17"	N74°28'04"W	42.67'
C72	51.65'	34.00'	87°02'40"	N15°22'54"E	46.83'
C73	17.77'	1120.00'	0°54'33"	S58°26'58"W	17.77'
C74	5.98'	1120.00'	0°18'21"	S64°57'21"W	5.98'
C75	8.96'	1120.00'	0°27'29"	S70°27'19"W	8.96'



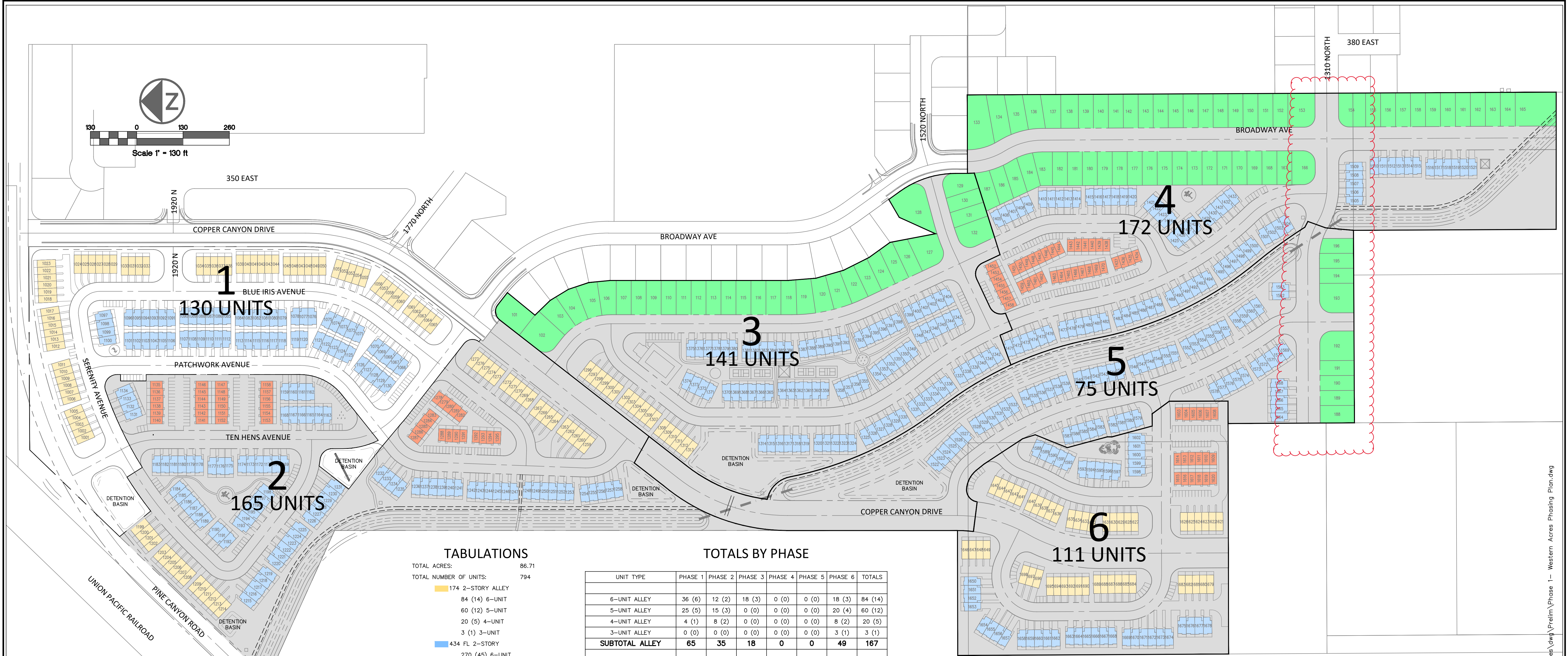
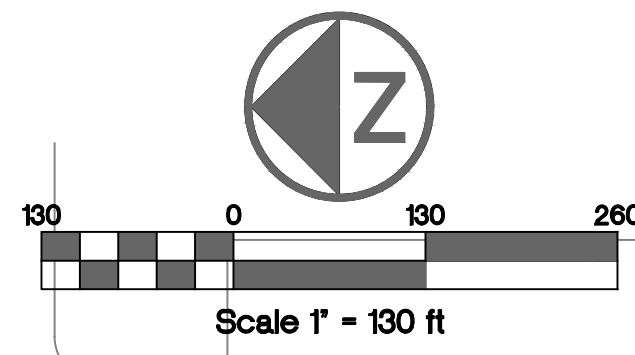
Scale 1" = 20 ft

WESTERN ACRES TOWNHOMES PHASE 1
A RESIDENTIAL SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE
AND MERIDIAN

SHEET 3 OF 3



I:\DATA\19195 DR Horton Western Acres Prelim\Western Acres Phase 1 Plat-PRELIM.dwg PLOT DATE: May 04, 2021



TABULATIONS

TOTAL ACRES: 86.71
 TOTAL NUMBER OF UNITS: 794

174 2-STORY ALLEY
 84 (14) 6-UNIT
 60 (12) 5-UNIT
 20 (5) 4-UNIT
 3 (1) 3-UNIT

434 FL 2-STORY
 270 (45) 6-UNIT
 95 (19) 5-UNIT
 56 (14) 4-UNIT
 9 (3) 3-UNIT
 4 (2) 2-UNIT

97 PIONEER
 16 (2) 8-UNIT
 7 (1) 7-UNIT
 48 (8) 6-UNIT
 10 (2) 5-UNIT
 16 (4) 4-UNIT

96 COTTAGE LOTS (42' x 96' MIN)

DENSITY: 9.16 UNITS/ACRE

TOTALS BY PHASE

UNIT TYPE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	TOTALS
6-UNIT ALLEY	36 (6)	12 (2)	18 (3)	0 (0)	0 (0)	18 (3)	84 (14)
5-UNIT ALLEY	25 (5)	15 (3)	0 (0)	0 (0)	0 (0)	20 (4)	60 (12)
4-UNIT ALLEY	4 (1)	8 (2)	0 (0)	0 (0)	0 (0)	8 (2)	20 (5)
3-UNIT ALLEY	0 (0)	0 (0)	0 (0)	0 (0)	0 (0)	3 (1)	3 (1)
SUBTOTAL ALLEY	65	35	18	0	0	49	167
6-UNIT 2-STORY	36 (6)	60 (10)	78 (13)	48 (8)	36 (6)	12 (2)	270 (45)
5-UNIT 2-STORY	20 (4)	10 (2)	5 (1)	20 (4)	20 (4)	20 (4)	19 (95)
4-UNIT 2-STORY	4 (1)	12 (3)	8 (2)	9 (3)	6 (2)	12 (3)	56 (14)
3-UNIT 2-STORY	3 (1)	6 (2)	0 (0)	0 (0)	0 (0)	0 (0)	9 (3)
2-UNIT 2-STORY	2 (1)	0 (0)	0 (0)	0 (0)	2 (1)	0 (0)	4 (2)
SUBTOTAL 2-STORY	65	88	91	80	66	44	434
8-UNIT PIONEER	0 (0)	0 (0)	0 (0)	16 (2)	0 (0)	0 (0)	16 (2)
7-UNIT PIONEER	0 (0)	0 (0)	0 (0)	7 (1)	0 (0)	0 (0)	7 (1)
6-UNIT PIONEER	0 (0)	24 (4)	0 (0)	6 (1)	0 (0)	18 (3)	48 (8)
5-UNIT PIONEER	0 (0)	10 (2)	0 (0)	0 (0)	0 (0)	0 (0)	10 (2)
4-UNIT PIONEER	0 (0)	8 (2)	0 (0)	8 (2)	0 (0)	0 (0)	16 (4)
SUBTOTAL PIONEER	0	42	0	37	0	18	97
COTTAGE LOTS	0	0	32	55	9	0	96
SUBTOTAL COTTAGE LOTS	0	0	32	55	9	0	96
TOTALS	130	165	141	172	75	111	794

PARKING REQUIREMENT: 2 FOR EACH UNIT
 PLUS 1 FOR EVERY 4 UNITS = 1,396 REQUIRED

SATISFIED AS FOLLOWS:

334 (2-STORY ALLEY DRIVEWAY PARKING (2X EACH UNIT))
 868 (FL 2-STORY DRIVEWAY PARKING (2X EACH UNIT))
 194 PARKING SPACES REQUIRED

NOTE:
 1) THIS SUBMITTAL IS FOR PHASE 1 ONLY.
 ALL OTHER FUTURE PHASES ARE NOT PART
 OF THIS REVIEW.



PROJECT INFORMATION

WESTERN ACRES

PHASING PLAN
 5/4/21
 TOOELE, UTAH

WILDING
 ENGINEERING

14721 SOUTH HERITAGE CREST WAY
 BLUFFDALE, UTAH 84065
 801.553.8112
 WWW.WILDINGENGINEERING.COM

TOOELE CITY CORPORATION

ORDINANCE 2020-50

AN ORDINANCE OF THE TOOELE CITY COUNCIL REASSIGNING THE ZONING CLASSIFICATION TO THE MR-16 MULTI-FAMILY RESIDENTIAL AND R1-7 RESIDENTIAL ZONING DISTRICT AND CREATING A PLANNED UNIT DEVELOPMENT ZONING OVERLAY ON 86.7 ACRES OF PROPERTY LOCATED IN THE AREA GENERALLY AT 1600 NORTH 300 EAST

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

WHEREAS, the Tooele City General Plan includes various elements, including water, sewer, transportation, and land use. The Tooele City Council adopted the Land Use Element of the Tooele City General Plan, after duly-noticed public hearings, by Ordinance 1998-39, on December 16, 1998, by a vote of 5-0; and,

WHEREAS, the Land Use Element (hereinafter the “Land Use Plan”) of the General Plan establishes Tooele City’s general land use policies, which have been adopted by Ordinance 1998-39 as a Tooele City ordinance, and which set forth appropriate Use Designations for land in Tooele City (e.g., residential, commercial, industrial); and,

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

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

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

WHEREAS, Tooele City Code Chapter 7-6 constitutes Tooele City’s Planned Unit Development (PUD) overlay zoning district, the purposes of which are stated in §7-6-1, incorporated herein by this reference, and which include, among others, to create opportunities for flexible site planning, to encourage the preservation of open space areas and critical natural areas, and to encourage the

provision of special development amenities by the developer; and,

WHEREAS, the 86.7 acres are owned by various individuals and corporations consisting of Sean Hogan, Western Acres LLC, Mark Gressman, Robin Parsons, Mario Cruz and Mountain Vista Development Incorporated; and,

WHEREAS, by Rezone Petition received March 4, 2020, DR Horton requested that the Western Acres development be reassigned to the MR-16 Multi-Family Residential and R1-7 Residential zoning districts and receive a Planned Unit Development (“PUD”) overlay zone designation for the purpose of decreasing lot sizes for the single-family sections, reducing minimum required dwelling unit sizes, reducing lot width, reducing building setbacks, decreasing exterior material requirements and reducing clubhouse social area requirements; and,

WHEREAS, the properties bear a mix of zoning districts starting with NC Neighborhood Commercial in the north east corner, LI Light Industrial near the south west corner, RR-5 Residential in the southern properties and R1-8 Residential towards the south east of the proposed development (see map attached as **Exhibit A**); and,

WHEREAS, the Western Acres development is anticipated to contain 714 town house style residential units, 97 single-family residential units, 21 acres of open space, and numerous public amenities, including stabilization and improvement of the Middle Canyon drainage channel and floodplain, an eight-foot wide asphalt trail running the length of the channel, a four-court pickleball complex, a 60-foot by 100-foot swimming pool, exercise equipment, pavilions, playgrounds and to lots, terra parks and hammock parks (see **Exhibit B**); and,

WHEREAS, the properties to the west are zoned GC General Commercial and LI Light Industrial and properties to the east are zoned MR-16 Multi-Family Residential and R1-8 Residential; and,

WHEREAS, the properties to the north are located in unincorporated Tooele County and properties to the south are zoned RR-5 Residential; and,

WHEREAS, the Western Acres Development will contain front loaded town house units, alley (rear loaded) town house units, garage less town house units and detached single-family units; and,

WHEREAS, the structures within the Western Acres Development will comply with the Tooele City Design Guidelines for multi-family and single-family residential structures except as otherwise listed in this ordinance (*reference* Tooele City Code §7-11a, *et seq.* and §7-11b, *et seq.*); and,

WHEREAS, the Planned Unit Development standards and qualifications requested by DR Horton for the PUD, are as follows:

<i>R1-7 Residential Zone</i>	
<i>Current Requirements</i>	<i>Proposed Changes with PUD</i>
Lot size – 7,000 Square Feet	Lot Size – 3,500 Square Feet
Dwelling Size - 1,100 Square Feet	Dwelling Size – 800 Square Feet

Lot Width – 60 Feet	Lot Width – 42 Feet
Front Setback – 20’ to house, 25’ to garage	Front Setback – 20’ to house, 20’ to garage
Side Setback – 6 feet	Side Setback – 5 feet

<i>MR-16 Multi-Family Residential Zone</i>	
<i>Current Requirements</i>	<i>Proposed Changes with PUD</i>
Dwelling Size , Two Story with Double Garage – 1,100 square feet	Dwelling Size , Two Story with Double Garage – 800 square feet
Setback Between Buildings – 15 Feet	Setback Between Buildings – 12 Feet
Exterior Materials – 50% of the entire façade shall be brick or stone.	Exterior Materials – Eliminate the 50% brick or stone requirement in favor of stucco, fiber cement siding, wood, masonry block, brick, and stone.
Clubhouse – 1000 square foot interior social area	Clubhouse – Substitute 1000 square foot interior social area requirement with additional site amenities.

WHEREAS, with the exception of the development requirement changes enumerated above, development within the proposed PUD must comply with all adopted Tooele City development codes and policies; and,

WHEREAS, Utah Code §10-9a-501 and §10-9a-503 provide for the municipal legislature to consider Planning Commission recommends for amendments to the land use ordinances and zoning map, and to approve, revise, or reject the recommended amendments; and,

WHEREAS, the City Council finds that, subject to the reasonable and appropriate conditions outlined below, the proposed PUD overlay rezone is consistent with the General Plan and is not adverse to the best interest of the City; and,

WHEREAS, because the City is under no obligation to approve a PUD, it is appropriate for the City to require DR Horton to comply with the conditions listed below; and,

WHEREAS, on December 9, 2020, the Planning Commission convened a duly-noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as Exhibit C); and,

WHEREAS, on December 16, 2020, the City Council convened a duly-noticed public hearing:

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

Section 1. Amendment. The Tooele City Zoning Map is hereby amended to indicate that the Western Acres development is a Planned Unit Development, the underlying zone of which shall be reassigned to the MR-16 Multi-Family and R1-7 Residential zoning districts; and,

Section 2. Rational Basis. The City Council finds that approving this ordinance and the Western Acres PUD is in the best interest of Tooele City and its residents because it will provide

increased housing options in the lower price-point range, helping to address the housing gap in Utah, will provide important health- and safety-related improvements to the Middle Canyon drainage channel, and will provide numerous amenities for the increased quality of life of PUD residents and others.

Section 3. Development Standards. The Western Acres Planned Unit Development standards and qualifications shall be as follows. All standards not expressly addressed herein shall default to Tooele City standards and specifications contained in City-adopted codes and policies existing at the time of complete land use application (e.g., subdivision, site plan, building permit).

<i>RI-7 Standards with PUD</i>
Lot Size – 3,500 Square Feet
Dwelling Size – 800 Square Feet
Lot Width – 42 Feet
Front Setback – 20’ to house, 20’ to garage
Side Setback – 5 feet

<i>MR-16 Standards with PUD</i>
Dwelling Size , Two Story with Double Garage – 800 square feet
Setback Between Buildings – 12 Feet
Exterior Materials – Eliminate the 50% brick or stone requirement in favor of stucco, fiber cement siding, wood, masonry block, brick, and stone.
Clubhouse – Substitute 1000 square foot interior social area requirement with additional site amenities.

Section 4. No Vesting. Approval of this Ordinance 2020-50, together with its exhibits, shall not be construed to imply or constitute any vesting or entitlement as to intensity of use (i.e., density) or configuration (i.e., lots, units, roads).

Section 5. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 6. Effective Date. This Ordinance is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this _____ day of _____, 2020.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y Pitt, City

Recorder S E A L

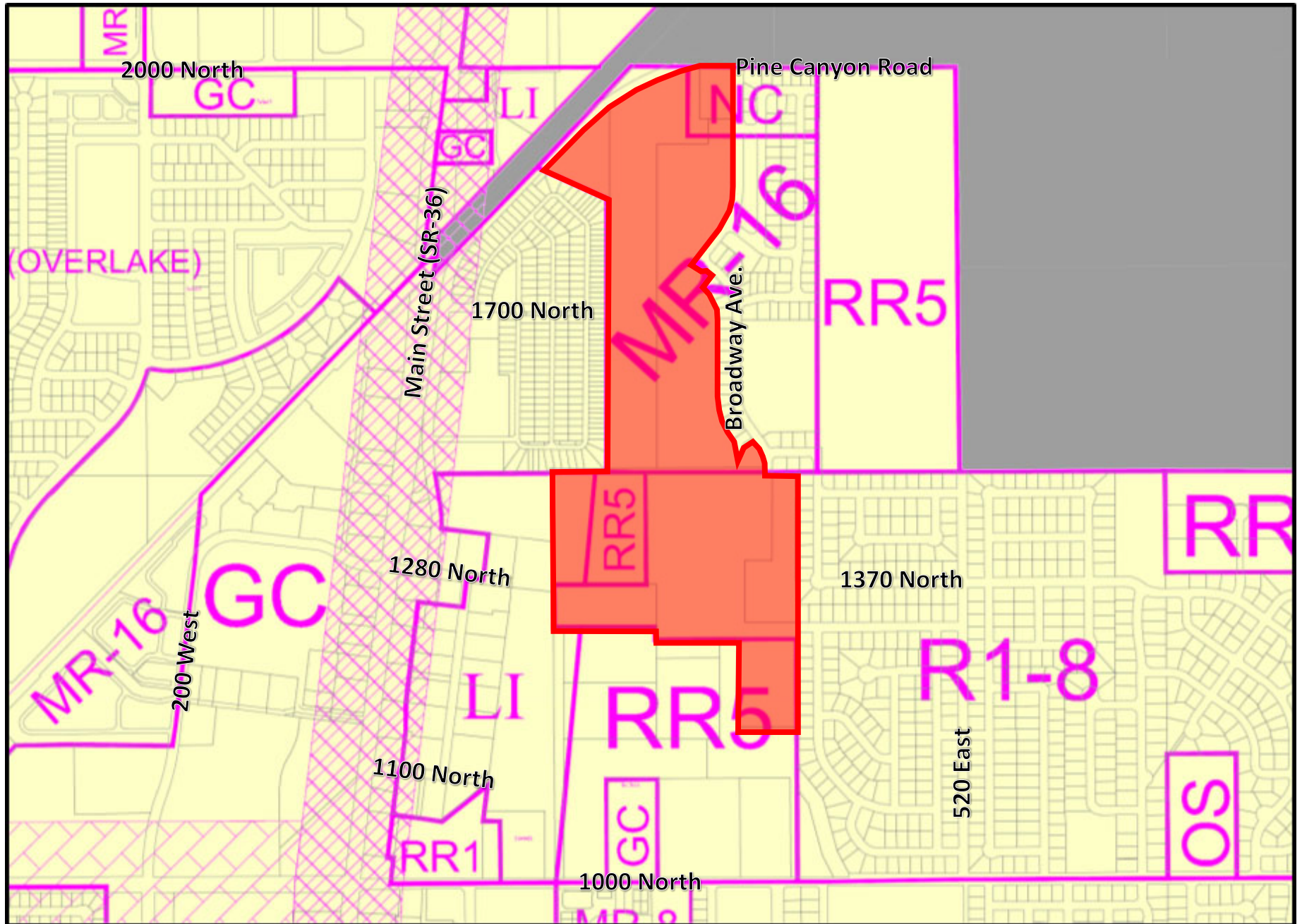
Approved as to Form:

Roger Baker, Tooele City Attorney

EXHIBIT A

ZONING MAP

Western Acres Zoning Map & PUD Amendment



Current Zoning Map

EXHIBIT B

REZONE PETITION

Zoning, General Plan, & Master Plan
Map Amendment Application

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



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

P20-24

Project Information			
Date of Submission: 3/4/2020	Current Map Designation: MR-16, R1-2, RR-5, LI	Proposed Map Designation: PUD	Parcel #(s):
Project Name: Western Acres		Acres: 86.05	
Project Address: Pine Canyon Road and Copper Canyon Dr.			
Proposed for Amendment: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: _____			
Brief Project Summary: Residential Development to include single-family detached and townhomes.			
Property Owner(s): Mountain Vista Development		Applicant(s): DR Horton	
Address: 668 E. 12225 S. Ste 201		Address: 12351 S. Gateway Park Place Suite D-100	
City: Draper	State: UT	Zip: 84020	City: Draper
Phone: (801) 523-0400	Phone: (801) 571-7101		
Contact Person: Don Bean		Address: 12351 S. Gateway Park Place, Suite D-100	
Phone: (385) 226-8859	City: Draper	State: UT	Zip: 84020
Cellular: (385) 226-8859	Fax: (801) 571-7102	Email: dgbean@drhorton.com	

02-123-0-0033
02-125-0-0036
02-125-0-0037
02-123-0-0040
02-123-0-0032
02-123-0-0018
02-123-0-0031
02-123-0-0028
02-125-0-0017
02-125-0-0038
02-126-0-0027

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

Note to Applicant:

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

2200024

For Office Use Only			
Received By: CVA	Date Received: 3/4/20	Fees: 8,100.00	App. #:

0037389C1

WESTERN ACRES TOWNHOMES - REZONE AND PUD APPLICATION

UTAH DIVISION

D·R·HORTON®
America's Builder



**D.R. HORTON IS PROPOSING A PLANNED UNIT DEVELOPMENT (PUD)
OF 86.7 ACRES, WITH 811 HOMES, AND A REZONE OF THE
UNDERLYING ZONES TO ALLOW FOR OUR PROPOSED SITE PLAN.**



PROJECT OVERVIEW: Middle Canyon Creek has been a long-term problem in the area, with occasional flooding throughout the neighborhood during serious rain storms. D.R. Horton is proposing an engineered alteration of the creek's path to protect the development and the surrounding property.

The Western Acres community will have private and public amenities. The private pavilions, tot lots, terra parks, hammock grottoes and pickle ball courts will be attractive assets to its residents. The trail along Middle Canyon Creek will give the public an option to take walks along the banks with several exercise apparatus along the way.

The community will offer five townhome plans and five single-family detached plans.

Common areas and amenities will be professionally managed by a homeowner's association.



PURPOSE OF THIS APPLICATION

As America's number one homebuilder and one of the top builders in Utah, D.R. Horton will deliver excellent product selections and a beautiful new community.

D.R. Horton is asking for approximately 50 acres of property to be rezoned according to the included zoning map. We believe the plan gives the community a logical transition between single-family detached (SFD) homes, townhomes and the existing mobile homes. D.R. Horton does not propose an increase in the current overall density, rather spreading the density in a way that makes sense for the neighborhood and gives options to Tooele City residents.

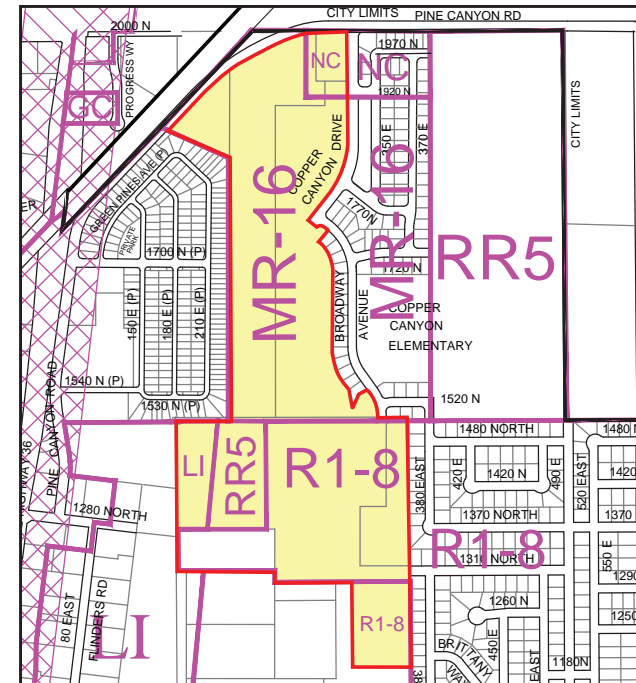


PRESENT ZONING

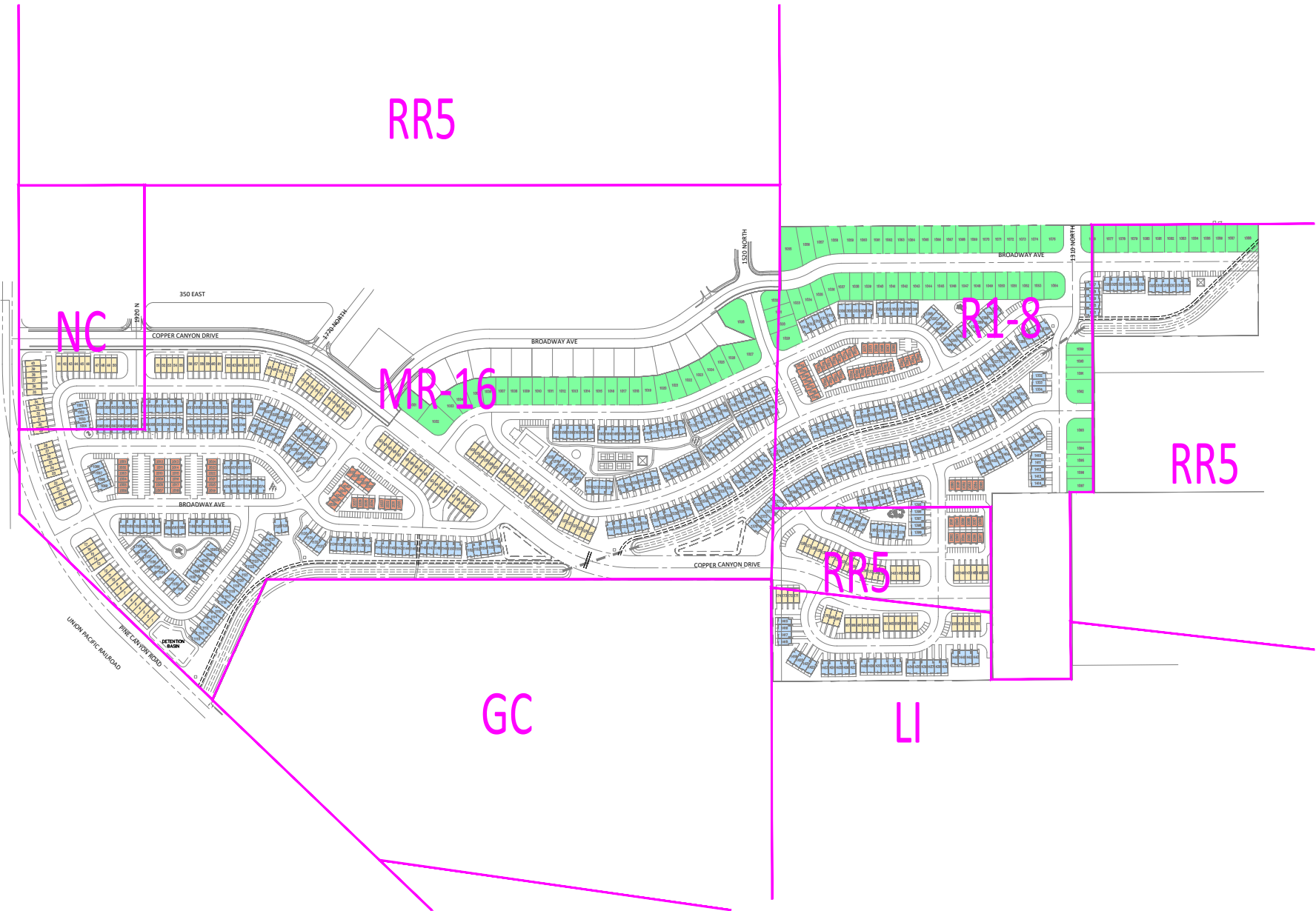
The present zoning designation of the 86.7 acres can be seen below:

UNITS PER ZONE			
ZONING	ACRES	RESIDENTIAL UNITS/AC	RESIDENTIAL UNITS
LI	4.8	0	0
NC	1.7	0	0
MR-16	45.7	16	731
RR5	10.2	0.2	2
R1-8	23.6	4	94
Drainage Area	.7	0	0
TOTALS	86.7	N/A	827

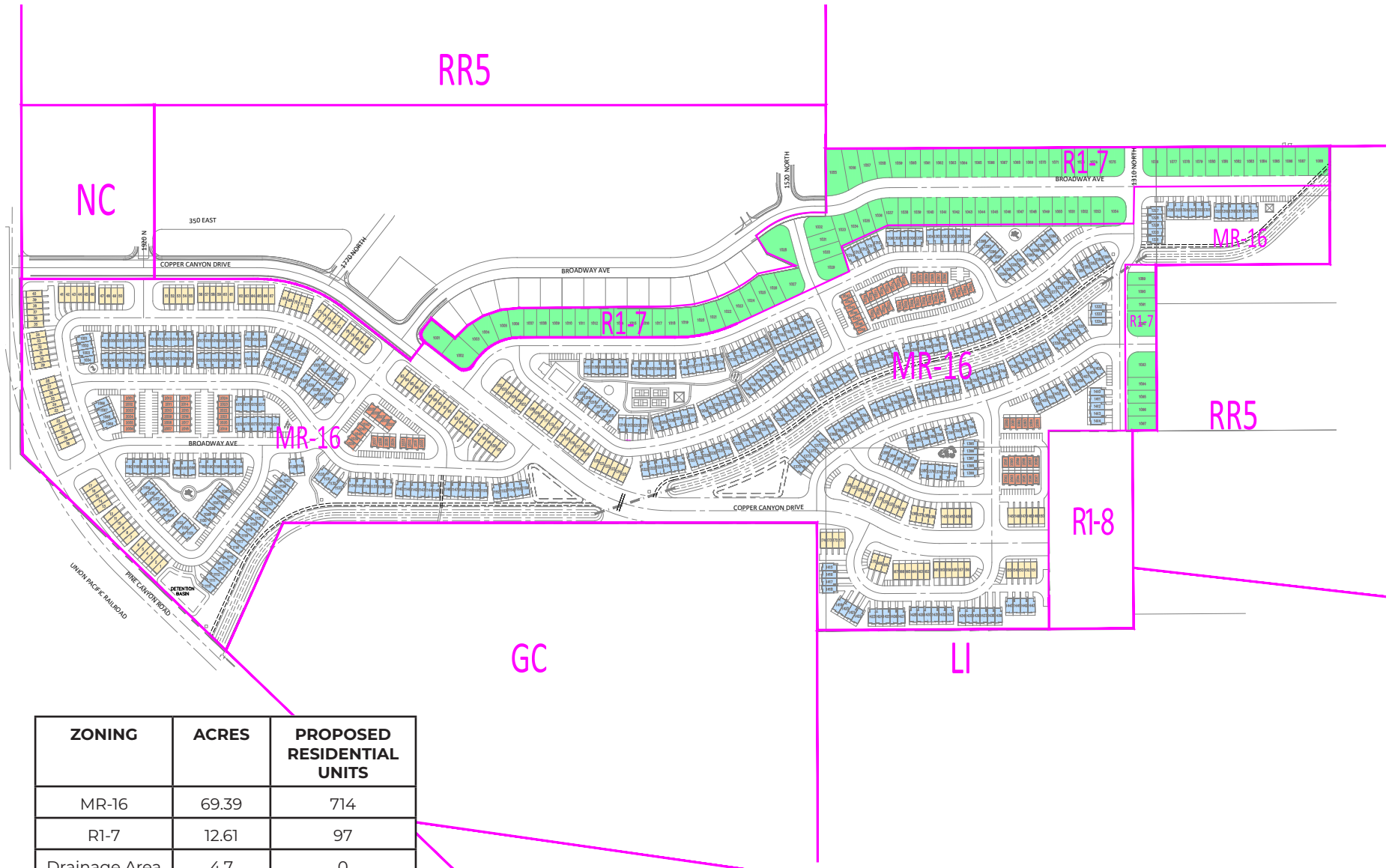
The total density allowed with current zoning is 827 units, which is a higher density than we are requesting within the site plan after the rezone.



CURRENT ZONING

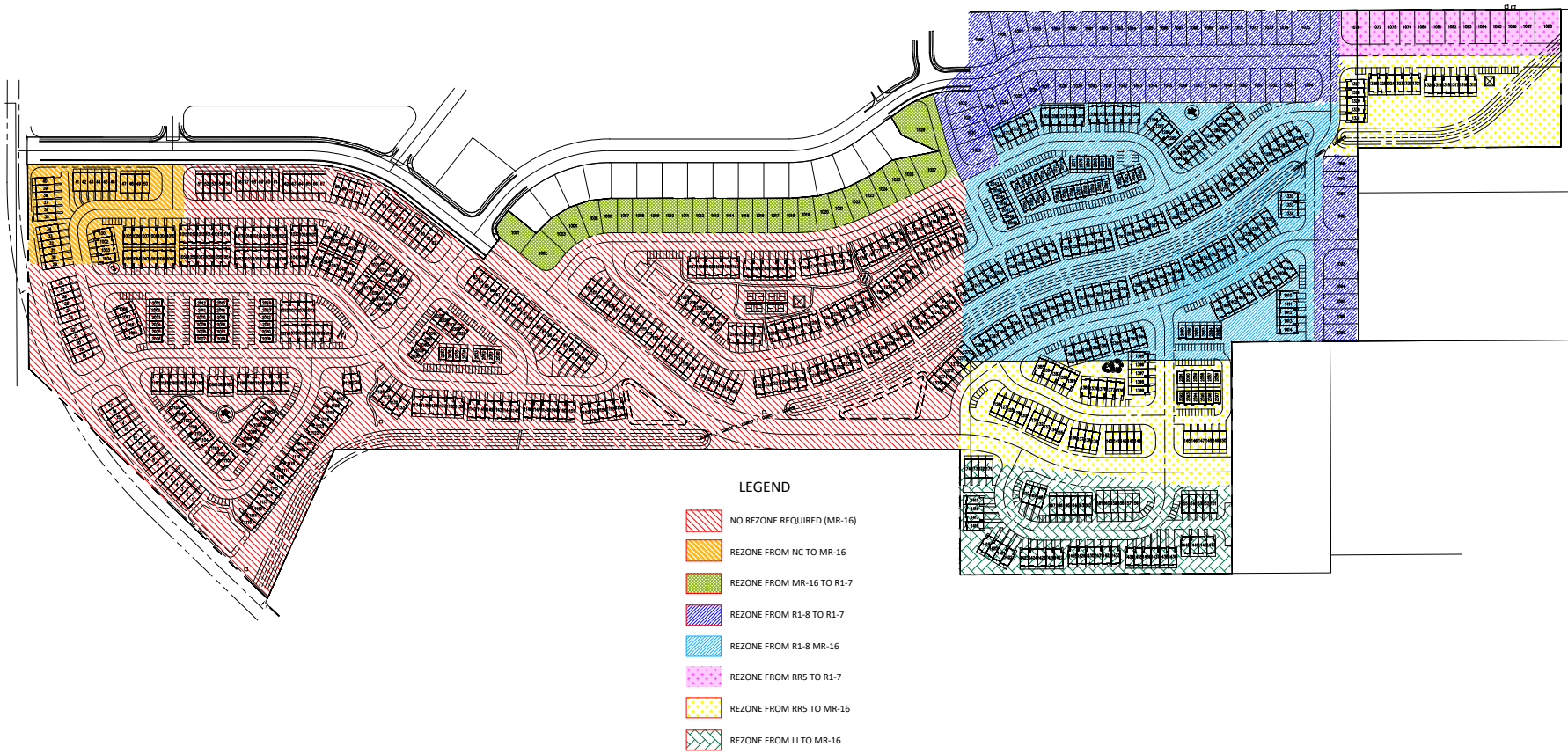


PROPOSED ZONING



ZONING	ACRES	PROPOSED RESIDENTIAL UNITS
MR-16	69.39	714
R1-7	12.61	97
Drainage Area	4.7	0
TOTALS	86.7	811

CURRENT ZONING AND PROPOSED ZONING



WHY THE PUD DESIGNATION IS APPROPRIATE

The Middle Canyon Creek divides the property of the entire proposed rezone and PUD. A coordinated plan to address the creek is needed to fix some sections drainage issues; this will add value to the community by taking some existing homes out of the flood plain. D.R. Horton will build a public trail along the newly constructed creek bed.

In addition, Tooele City's Transportation Master Plan has a collector road designed to bisect the property north and south. Our design would aid in the progress of Tooele City's long-term traffic plan.



In 7-6-1 of the Tooele City code, it states that “the purpose of the Planned Unit Development Overlay District, when used in conjunction with the requirements of the base, or underlying zoning district is to permit flexibility in subdivision and site planning, to promote the efficient utilization of resources, and to preserve and protect valuable site features and to add desired amenities for the neighborhood or area”.

Under 7-6-2 the definition of a Planned Unit Development (PUD) is “a site plan or subdivision

layout technique allowing building and structures with some or all the lots reduced below the minimum lot sizes and/or differing setback standards than required by the base zoning district, but where the overall project or site area meets the density standard of the zoning district”. Again, our plan conforms to the current density. To reiterate, D.R. Horton does not propose an increase in the current overall density, rather spreading the density in a way that makes sense for the neighborhood and gives options to Tooele City residents.



PROPOSED PROVISIONS

- Replace 7-11a-10 (6) with, “All multi-family dwelling units that include front-facing attached garage shall have the garage door a minimum of two feet differential from the front façade.” (Eliminates requiring the garage door to be **recessed** five feet from the front façade.)
- Replace 7-11a-18 (1) with, “Exterior Finishes. Exterior building materials shall be the following materials brick, stone, stucco, cementitious fiber siding, wood, or block/masonry, or any combination.” (The 50% minimum of natural or cultured brick or stone of the entire building façade requirement eliminated.)

- The setback between multi-family buildings reduced from 15’ to 12 feet.
- Exception to 7-11a-22 6(c) Substitution of inside social area with increased amenities. D.R. Horton has found that the utilization of clubhouses create challenges with holiday use in high demand, but empty much of the time. Clubhouses are expensive to maintain and become a burden on the homeowners. We propose the money we would have used to construct a clubhouse be reallocated to a variety of amenities. D.R. Horton will construct bathrooms and pool equipment facilities which will be ideal for outdoor gatherings.

HOW THE PROPOSED ZONE IS CONSISTENT WITH THE GENERAL PLAN

The current zoning would allow **827** homes to be built on the subject property. The proposed plan decreases the density from 827 to **811** homes, which would allow the community a better flow through the different housing types.

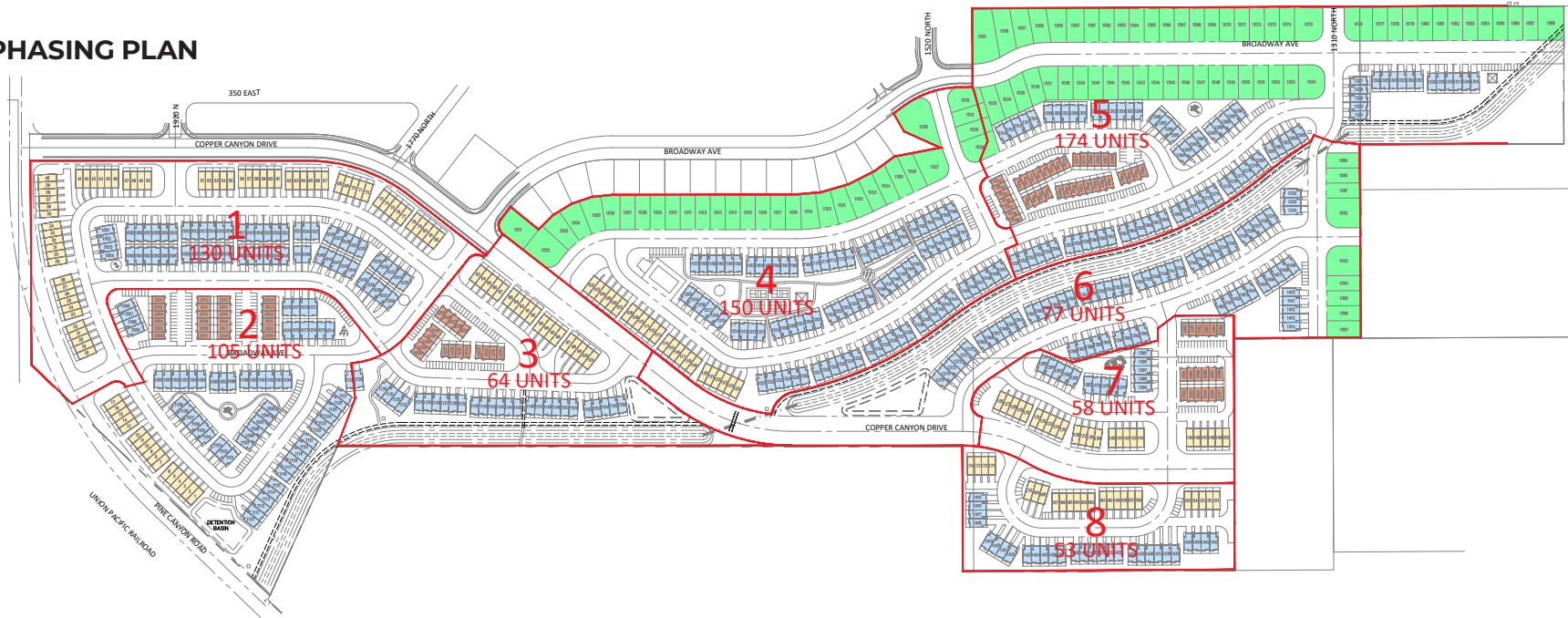
WHY THE PROPOSED ZONE IS COMPATIBLE WITH THE SURROUNDING AREA

The west side of the subject property is adjacent to a mobile home park, with townhome and single-family detached developments to the east. There is an asphalt path across the subject property used by children in the mobile home park to walk to school. We will maintain a path as pedestrian access to and from the school.

The planning and development of the Middle Canyon Creek channel will take some of the subject property and the mobile home park out of the flood plain, providing added safety to the existing community and allowing most of subject property to be developed.



PHASING PLAN



HOW THE PROPOSED ZONE IS SUITABLE FOR THE EXISTING USE OF SUBJECT PROPERTY

This development would be a natural transition in housing from the mobile home park to townhomes to single-family detached homes.

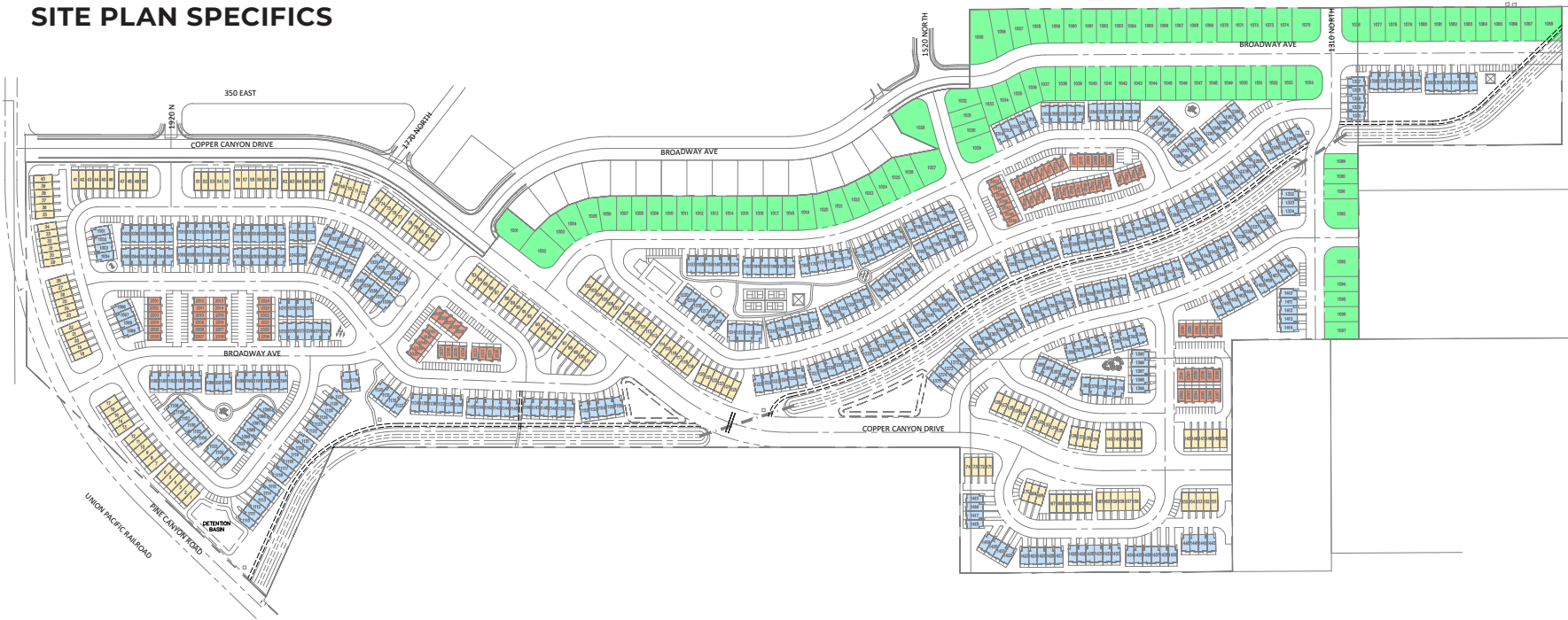
HOW THE PROPOSED ZONE PROMOTES THE GOALS AND OBJECTIVES OF TOOEE CITY

Article 1, Section 1-01 of the Tooele City charter states that the city exists to “promote the general health, welfare, and protection of its citizens”. This is done by anticipating the needs of current and future residents of Tooele, then providing for those needs in an organized, thoughtful manner.

As leaders planning for Tooele City’s future, it is important to anticipate and allow for the development of a variety of housing alternatives. As lifestyles and housing needs change, the city will have the options needed to add new residents and retain the citizens that helped build the community.

This project will also provide new housing options for those who may otherwise rent, buy existing homes or move to another city. The development will also attract families and individuals looking to live in a safe, affordable and active community.

SITE PLAN SPECIFICS



Total Acres: **86.9**
 Total Number of Units **811**

Townhomes

- 443 FL 2-story
- 174 2-Story Alley
- 97 Pioneer
- 97 Single Family Detached

Townhome Parking Requirement:
 2 for each unit, satisfied by the
 driveway, (20' min.) Plus 1 for every
 4 units.

TOTAL ACREAGE: 86.7 acres

DENSITY: 9.2 units per acres

PRIVATE AMENITIES: Pavilions, tot lots, pickle ball courts, hammock grottoes & terra parks

PUBLIC AMENITIES: Paved trail north and south along riverbed with apparatus along the trail and a path from the mobile home park over the channel to Copper Canyon Elementary School

OPEN SPACE: Over 21 acres, 26.54% of project is open space

GARAGES: Two-car garage on each unit, other than Pioneer Units, which have carports

SETBACKS: Following Tooele City Code for R1-7, and provisional MR-16 to 12'.

DETENTION PONDS: Two detention basins are incorporated in the drainage plan

Design and relocation of channel done by Hansen, Allen and Lase, submitted to Tooele City



AMENITIES PLAN



UTAH DIVISION

D·R·HORTON®

America's Builder

Tooele City Council Work Meeting Minutes

Date: Wednesday, August 4, 2021

Time: 5:30 p.m.

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

City Council Members Present:

Tony Graf
Melodi Gochis
Ed Hansen
Maresa Manzione

City Council Members Excused:

Justin Brady

City Employees Present:

Mayor Debbie Winn
Jim Bolser, Community Development Director
Roger Baker, City Attorney
Shannon Wimmer, Finance Director
Jamie Grandpre, Public Works Director
Paul Hansen, Tooele Engineer
Michelle Pitt, City Recorder
Chief Adrian Day, Police Department Chief
Kami Perkins, Human Resources Director
Jared Stewart, Economic Development Coordinator

Minutes prepared by Katherin Yei

1. Open City Council Meeting

Chairwoman Gochis called the meeting to order at 5:32 p.m.

2. Roll Call

Tony Graf, Present
Melodi Gochis, Present
Ed Hansen, Present
Maresa Manzione, Present
Justin Brady, Excused

3. Service Line Warranties

Mr. Steve Baranowski joined the meeting via web chat.

Mr. Baranowski reviewed the service line repair program and the services the company provides for Tooele City and the residents.

Council Member Hansen asked why the company uses the City letterhead and stated he is not for it.

Mayor Winn stated they are using both the City's logo and the company logo now.

Mr. Baranowski stated the perk about using the City logo is to get the citizens to open up the envelope.

Council Member Hansen stated he feels that it is misrepresented by using the City Logo.

Chairman Gochis asked if there is a legal issue using the City logo.

Mayor Winn stated it is in the contract that the company could use the City's letterhead.

Mr. Baranowski stated his goal is to work with the City and has good intentions.

Mr. Baker stated he appreciates the cooperation of the company to address the City's concerns.

He stated they as staff wouldn't have recommended it legally if there had been an issue.

Mr. Baranowski stated they do not mail anything out without the City's permission.

4. Mayor's Report

Mayor Winn stated her appreciation for Tooele City staff during the time of the flood on Sunday, August 1st. She stated two streets will need repair and from major damage. During the storm the sewer plant took in about 4,000 gallons per minute and flooded as well.

She stated she attended an update by the Tooele County Health Department regarding Covid-19 with Toole County being put into the high transmission rate.

Mayor Winn stated the Tooele County Council Meeting about hiring a company to provide a service for the growth on the south end of Tooele County. She stated she reached out to Tooele County about the company conducting a study for the Tooele City Fire department which would establish the needs of payed administrative position and the department needs. She stated funds could come from a line in the forty-one fund which shows \$300,000 to fund the study. She stated the funds were originally put aside for the Fire Department and the empty building for the department.

Council Member Graf asked if the building was still needed and if the project would be delayed by using the funds.

Mayor Winn stated the building was to take some of the fire trucks from Station One, in case of the earthquake. She stated, at this time, they need to see what the fire department needs before they can move forward on the projects.

Chairman Gochis stated she was a part of the previous discussion. She stated she believes they are moving in the right direction and working with the County is great.

Council Member Hansen asked if the Mayor had talked to the Fire Chief about the study.

Mayor Winn stated she talked to the Chief and had discussed the need for a plan for the future about a year ago.

Council Member Manzione stated she likes to look at data and plan based off numbers.

5. Council Member's Report

Council Member Hansen stated he attended the Planning Commission Meeting and the Housing Authority Committee Meeting. He stated his appreciation for those who helped during the flood.

Council Member Manzione stated she attended the Health Department meeting, Wasatch Front Development meeting, RDA Executive Meetings, Pre-development meeting, Planning Commission Meeting, and listened to Tooele County Council Meeting. She stated she has had a discussion with residents regarding water concerns. She stated there might need to be some education on the water within the City to help them understand and learn. She stated another concern from residents is semi-truck parking on City streets and wondered who to contact when they are parked on residential streets.

Mayor Winn stated there is a meeting scheduled with the Police Department with a list of items to discuss about whom is the appropriate person to handle those and will share with residents.

Council Member Graf stated a few residents reached out about the resolution regarding the renaming of the highway and it only being named after one person. He stated he attended the d the Planning Commission meeting virtually, and the site visit for local business to relocate into Tooele City. He expressed his appreciation to staff and departments and residents for work during the flood. He gave a shout out to Friday Nights on Vine. He stated he is looking to be more proactive with the community about conserving water during the drought and encouraged everyone to vote August 10.

Chairman Gochis stated her appreciation to emergency management, Jim Bolser, and the staff who came to the aid during and after the storm and flood. She stated she attended Friday Nights on Vine, settlement canyon irrigation share holder meeting, listened to the Tooele County Health Department meeting, and virtually attended Planning Commission Meeting.

6. Discussion on a Zoning Map Amendment Request by SJ Managing Company for the One O'clock Hill Project Located Along SR-36 Between Settlement Canyon Road and 1250 South, to Reassign Approximately 38 Acres from the RR-1 Rural Residential Zoning District to the R1-7 Residential Zoning District

Presented by Jim Bolser, Community Development Director

Mr. Bolser stated the subject property is 36 acres, located near SR-36 and Settlement Canyon. He stated this property and the surrounding is owned by the same property owner. He stated the existing Land Use map shows the parcel as Medium-Residential. The existing Zoning for the property is RR-1, Rural Residential Zoning. He stated the application would be reassigned to R1-7, with a sliver of property remaining as RR-1. He stated the applicant did submit a concept plan that shows accommodations for the Tooele City Property well site with an access road for the water department and a portion of the development be a part of the trail system.

Council Member Hansen asked if there is a concern with the geography.
Mr. Bolser stated they will be required to do a geo-technical study.

Council Member Hansen asked about the water for the development.
Mr. Bolser stated the City and the property owner agreed the water rights would remain with the property if it exchanged hands.

Chairman Gochis asked about the sensitive overlay with rock slides and fire.
Mr. Bolser stated the map does show the sensitive-map overlay. He stated one of the purposes discussed with the applicant and providing a trail, it provides a fire break and gives a higher level of access to the hill.

Chairman Gochis stated she would like to see a traffic study done for the area.
Mr. Bolser stated with a development of this size a traffic study would be required.

Council Member Graf asked if there was an easement issue with water lines running under it.
Mr. Bolser stated the water would be coming from the well site only. The other lines in the area are power lines. He stated the applicant would be required to follow any guidelines given by Rocky Mountain Power.

Council Member Manzione stated her concern was traffic. She asked if any changes that had to be made to the highway had to be approved by UDOT.
Mr. Bolser stated they designed it that they would line up with existing roadways, but would have to get approval through UDOT if any changes were needed to the highway.

6. Resolution 2021-80 A Resolution of the Tooele City Council Approving a Change Order with WesTech Engineering for the 2021 Water Reclamation Facility Filters Upgrades Project, Phase 1

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre stated the change order came from WesTech regarding the filters. He stated WesTech came out to the Water Reclamation Facility, asking for a change of location of the electrical cabinet. He stated by moving the electrical cabinet, they do have to buy a new one that fits the environment. He stated the Resolution is to purchase an electrical cabinet that is rated for the environment with built in heater and air conditioner.

Council Member Hansen stated it sounds essential.
Mr. Grandpre stated there will be another proposal to approve the installation of the items.

7. Water Rights Fee-in-Lieu

Presented by Paul Hansen, City Engineer

Mr. Hansen stated in 1998 Tooele City enacted a plan that all developers had to bring their own water rights. He stated there was a discussion that it was quite cumbersome for people to buy small portions of water. The Council allowed a payment, fee-in-lieu would be allowed at the discretion of the City. The purpose was not to establish market value or drive the market price but to set a fee higher than market so they didn't compete with people on the open market. He stated another step the Council took was putting together the in-lay overlay district as an incentive to bring people in and allow a reduced payment.

Mr. Hansen stated due to limited recent cost information he has contacted developers to get a cost estimate of the market. He stated developers are looking to purchase irrigation water for \$8,000-\$30,000 an acre, illustrating the difficulty buyers are having. He stated they are looking for recommendations if the Council chooses to change the \$15,000 fee with the thought that they do not want to be the ones to set the market value.

Chairman Gochis stated her intent was to maintain and encourage downtown and community by being prudent.

Mr. Hansen stated their best bet would be to hire a water appraiser for a detailed report.

Council Member Manzione stated she looked for a water appraiser and couldn't find one. Mr. Hansen stated they know a half a dozen and they can find an appraiser and get a price.

Chairman Gochis stated they agree to find an appraiser and get a quote.,

8. Main Street Utah Program

Presented by Jared Stewart, Economic Development Coordinator

Mr. Stewart stated in August the State is launching the Utah Main Street Program. He stated a representative from the State did come and present to Tooele and would need a committee to participate in the program. He stated they will be able to access grant program, training, Historic Preservation Assistance, among other items. He stated he has started to draft some by-laws and the application process by taking recommendation and input from staff to put together a successful community for the program. He stated there is some expressed interest that it be more than just Main street, with no geographic boundaries on it. He stated some of the interest could be organization and outreach, marketing and promotion, and improved esthetic.

Chairman Gochis asked how much money could be funded into the community.

Mr. Stewart stated the state has allocated every year in the amount of \$300,000 with the hope to also receive grants.

Council Member Hansen stated many people are excited to see the program in Tooele.

Council Member Manzione stated it is a great program and shows interest in the grants that could be provided.

9. Law Enforcement Wage Update

Presented by Police Chief Adrian Day and Kami Perkins, Human Resource Director

Mrs. Perkins stated she previously presented on the process regarding labor projection forecasts during the budget process and discussed briefly market and pressure points. She stated she and Captain Day are bringing an update to the Council on police wages because there is a lot of movement within the valley that began with Taylorsville. She stated Salt Lake City approved a 30% pay increase for entry level Police Officers. She stated many other Cities have followed and adjusted their pay to keep their officers. She provided the Council a document showing Tooele City's sworn officer wages as compared to some of the agencies Tooele City competes with. She stated the red reflects the agencies that have recently adjusted their pay scales, black shows a reference to where other competing agencies are currently, and a reference point to another local occupation. She stated Tooele City is at \$21.80 for starting officers.

Chief Day stated Tooele is not in crisis and are receiving applications for new positions, but sees other agencies in crisis and wants to get ahead of the potential problem. He stated the County is in crisis and explained that other agencies have reached out to eight Tooele City Police Officers with an offer of a \$10/hour pay increase. He stated they are aware of one officer in background with another agency and another experienced officer has put in an application to move to another agency too.

Chairman Gochis asked if we pay for POST.

Captain Day stated we do not, we pay for equipment and firearm rounds but generally we use the State POST Academy.

Chairman Gochis stated it is important to maintain the officers that are trained.

Council Member Hansen stated they need to raise the wages to keep our employees for all positions.

Mrs. Perkins stated the information provided only reflects the base hourly rate of pay provided by other agencies for their day shift assignment. She stated Highway Patrol and other agencies are offering sign on bonuses, housing bonuses, and hazard pay. She stated if Tooele City matched the first agencies, there would be an increase of 15% on entry and 20% on officer two just to get the pay point comparable to the top half. The forecasted labor projection would be close to \$1.1 million.

Chairman Gochis asked with the estimate of \$1.1 million if that includes benefits.

Mrs. Perkins stated it is total labor projects including benefits.

Council Member Manzione stated people are the greatest commitment and have to look for ongoing funds.

Mrs. Perkins stated it is being brought forward because it is a pressure point.

10. Closed Meeting

-Litigation, Property Acquisition, and/or Personnel

The meeting moved to closed session after the business meeting.

Those in attendance: Mayor Debbie Winn, Council Member Manzione, Council Member Hansen, Council Member Graf, Chairwoman Gochis, Michelle Pitt, Jared Stewart, Jim Bolser, Paul Hansen, and Roger Baker.

Chairwoman Gochis adjourned the meeting at 8:45 p.m.

No minutes were taken during this portion of the meeting.

11. Adjourn

Chairwoman Gochis adjourned the meeting at 6:55 p.m.

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

Approved this _____ day of August, 2021

Melodi Gochis, City Council Chairwoman

**Tooele City Council
Business Meeting Minutes**

Date: Wednesday, August 4, 2021

Time: 7:10 p.m.

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

City Council Members Present:

Tony Graf
Melodi Gochis
Ed Hansen
Maresa Manzione

City Council Members Excused:

Justin Brady

City Employees Present:

Mayor Debbie Winn
Jim Bolser, Community Development Director
Chief Adrian Day, Police Department Chief
Roger Baker, City Attorney
Shannon Wimmer, Finance Director
Jamie Grandpre, Public Works Director
Michelle Pitt, City Recorder

Minutes prepared by Katherin Yei

Chairwoman Gochis called the meeting to order at 7:06 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Mr. Jim Bolser, Community Development Director.

2. Roll Call

Tony Graf, Present
Melodi Gochis, Present
Ed Hansen, Present
Maresa Manzione, Present
Justin Brady, Excused

3. Public Comment Period

Mayor Winn showed her concern for those effected by the flood.

Mr. Baker stated he has reviewed documents from many years ago including correspondence, claims, and damage amounts from the event on of May 30, 2005. He stated there was a lack of understanding of the events that happened with an intense discussion that followed. He stated there are differences in process from 2005 to now. He stated the City's no-fault claims ordinance in 2005 allowed payments up to \$2,000, irrespective of negligence on the City's part. He stated the City raised their no-fault benefit from \$2,000 to \$10,000. He stated the City also has a different insurance carrier that offers a no-fault benefit of \$5,000, and is prepared to receive and administer no-fault claims up to \$15,000.

Mr. Baker stated they have taken the initiative to contact the insurance company and prepare them to help. He stated the residents still need to file a claim with as much detail as possible and then they can move the claims forward.

Hard copies of the no-fault claim form were made available.

Chairwoman Gochis stated there are Tooele County Emergency Management available and asked that to be addressed.

Mr. Baker stated TCEM is gathering information on where property damage occurred and can help later down the road if and when federal and/or state funds become available. But TCEM is simply gathering information, and is not providing services to claimants.

Mayor Winn stated when the public reports their damage to the City, the City reports that to the County (to TCEM).

Chairwoman Gochis opened the Public Hearing.

Mr. Zach Sailing asked what the City did to fix the problem after the flood in 2005. He stated he built his home in 2006 and asked the City if he needed to add anything to his property. He stated the City claimed they would fix the issue. He asked if there is a way to submit pictures online and who to contact regarding their claims.

Mayor Winn stated the images can be brought in or sent electronically and their forms will be notarized in the attorney's office.

Mr. Baker stated as a formality, once the claim is received, the claimant will receive a letter form the attorneys office indicating that the claim has been received and will be forwarded to the City's insurer. He stated there is a list of mitigation companies that have negotiated rates for property mitigation. The list was created by the Utah Local Governments Trust.

Mr. Myran Nix stated he was hit in 2005 and was told by the City that the drainage would be corrected. He stated he wanted an answer about what has been done. He stated he was approached by a lawyer who asked about the steps he had taken for the sewer and the fees he pays for the service. He stated he does not want it to happen again and wants to know what the City is going to do to prevent the issue in the future.

Mr. Bryant asked how the list of companies could be obtained.

Mr. Baker stated he will provide hard copies, but claimants also can contact the insurance company for that list.

Mr. Bryant stated the contaminants now sit in the basement, where his mother-in-law lives. He stated in 2005 the City stated they would fix the problem.

Mayor Winn stated he should contact the Health Department to address the concerns about his mother-in-law and will personally find out what had been told or fixed.

Mr. Bryant stated his recollection was they knew there was a problem and said they would fix it.

Mr. Baker stated during the meeting the Council contracted with an engineering firm to figure out what the problem was in 2005. Correspondence in Mr. Baker's files indicated the firm's report was mailed to the claimants.

Mr. Nix asked who they contact to ask additional questions and get information.

Mayor Winn stated they can call the Mayor's office.

Chairman Gochis apologized for the situation. She stated they will work to fix the problem.

4. Public Hearing and Motion on Ordinance 2021-28 An Ordinance of Tooele City Amending Table 2 of Chapter 7-16 Regarding Setback Requirements in Industrial Zoning Districts

Presented by Jim Bolser, Community Development Director

Mr. Bolser stated the City Code establishes the setbacks that a community determines would be appropriate. He stated that one aspect that goes into this determination is the building code which has varying requirements based on the type of construction and use of the building. He stated there was an application that went through a pre-development process with the intent to look at a mass subdivision and split the property for different uses. That subdivision would split existing buildings onto separate properties that would be too close to meet setbacks. He stated commercial and non-residential has more varying aspects to it where the uses and construction types are less consistent than residential. He stated the amendment is to allow and establish a minimum standard lower than the current requirement with the emphasis shifting the setback determination to the applicant based on the type of construction of and nature of use for the building and what they want to do. He stated the Planning Commission forwarded a unanimous positive recommendation.

Chairman Gochis opened the public hearing.

Council Member Hansen motioned to approve ordinance 2021-28. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.

5. Ordinance 2021-21 An Ordinance of the Tooele City Council Reassigning the Zoning Classification to the MR-16 Multi-Family Residential Zoning District for Approximately 4.3 Acres of Property Located at Approximately 740 West McKellar Street

Presented by Jim Bolser, Community Development Director

Mr. Bolser stated the City Council has seen this application before and decided to table the discussion previously. He stated the Land Use Map shows the surrounding property in the high-residential zoning. He stated the prior request was to rezone to MR-25, but re-did the application for MR-16. He stated the applicant did submit an alternative concept plan with intended town homes.

Mr. Bolser stated the Council did meet the requirements needed and does not need to hold another public hearing.

Chairman Gochis stated if it were to be rezoned there could be up to 64 homes in the area. She stated her concerns are the density that it would bring and being only two exits. She stated MR-8 is already compliant with the zone, but her concern is in density.

Mr. Bolser stated the applicant is here if they would like to ask him questions directly.

Council Member Hansen motioned to approve Ordinance 2021-21 to change the classification to MR-16. Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Naye," Chairwoman Gochis, "Naye." The motion failed.

The applicant was invited to speak to the Council. Mr. Aubrey stated it was viewed as being appropriate to approve if they adjusted their application to MR-16. He stated the goal is to provide good housing for a good price. He stated if they are not able to get MR-16, there is not a reality to give the ability to build there. He stated they are looking to purchase the property bordering the other properties and bring it to code

Council Member Manzione stated she was still is not in favor of the project as MR-16, because of the traffic.

Mr. Aubrey stated they would be doing a traffic study when they knew what their zone would be.

Chairman Gochis stated her opinion would not change, but asked Mr. Bolser if there were any further options for the applicant.

Mr. Bolser stated there was always an option for the applicant to file another application.

Mr. Baker stated the Council has an option for reconsideration that is generally made during the meeting in which the original motion passed, and would require a minimum of three votes. He stated it would put them back into the position to make another motion.

Mr. Baker stated the Mayor has the authority to break the tie according to the City Code, chapter 1-6 and her veto power is in the charter.

Mayor Winn stated she was under the impression that if the applicant adjusted their application to MR-16, the Council would move forward. She stated she would also like to see a traffic study before re-evaluating.

Council Member Graf asked if there was a way to table for further discussion.

Mr. Baker stated only if there was a successful motion to reconsider.

Mayor Winn stated she abstained to vote to break the tie.

Council Member Manzione stated she is willing to reconsider her motion.

Council Member Hansen asked the applicant if he was willing to do a traffic study.

Mr. Aubrey asked if that is the only way to move forward, he would talk to his partner.

Chairman Gochis stated her vote would not change. She asked what the applicant would do to bring the other property to compliance.

Mr. Bolser stated it was an existing single-family dwelling. He stated the resident did not want to bring it to compliance to meet the City's code.

Council Member Manzione stated she lived in that area. She stated if they had an actual study, she could make a better decision.

Council Member Hansen stated he wanted to know if the council would change their votes if they made a new motion.

Council Member Hansen motioned to reconsider the previous motion on Ordinance 2021-21 to change the classification to MR-16. Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.

Council Member Graf stated they want to see a traffic study.

Chairman Gochis asked what the yield is on MR-16 verses MR-8.

Mr. Aubrey stated the goal of having quality and reasonable priced homes would be better at an MR-16.

Chairman Gochis asked for a motion.

Council Member Hansen motioned to table Ordinance 2021-21 and have the applicant bring back a traffic study. Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.

6. Preliminary Subdivision Plan Request by Building Dynamics, Inc., for the Creation of 25 Townhome Lots Located at Approximately 1150 North Franks Drive in the MR-16 Multi-Family Residential Zoning District on 2.14 Acres

Presented by Jim Bolser, Community Development Director

Mr. Bolser stated the Preliminary Subdivision Plan request does not include the entirety of the lot, just one of the two lots. He stated zoning on property is MR-16, along with surrounding

properties. He stated it is townhome plat to create 25 townhomes. It does comply with City Code and gone through Planning Commission. He stated the site plan drawing removes the property lines, some are rear-loaded garages, some are front-loaded, they are 4 and 5 units building. He stated planning commission has forwarded a positive recommendation.

Council Member Graf asked if it is different than Lexington Greens.

Mr. Bolser stated it is a part of the overall but not by the same builders

Council Member Graf asked if they thought about joining the special service district.

Mr. Bolser stated they have chosen not to.

Chairman Gochis stated there was a recommendation to put in a gazebo. She asked if there were any conditional-plan uses.

Mr. Bolser stated there was no recommendations and a gazebo could not be required.

Council Member Manzione motioned to approve Preliminary Subdivision Plan Request.

Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.

7. Resolution 2021-79 A Resolution of the Tooele City Council Approving Audit Agreements with Larson & Company PC

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer stated the contract with Larson & Company PC is a five-year contract. She stated the current auditors will be a consultant. They put out a bid for an auditor report, and got references from agencies within the county. They are still in current auditing budget.

Chairman Gochis stated her appreciation to Ms. Wimmer for her work.

Council Member Graf motioned to approve Resolution 2021-79. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.

8. Resolution 2021-80 A Resolution of the Tooele City Council Approving a Change Order with WesTech Engineering for the 2021 Water Reclamation Facility Filters Upgrades Project, Phase 1

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre stated the change order from WesTech is in regards to the electrical requirements. He stated the Electrical cabinet had to be moved into the main room and required a stainless-steel cabinet with heater and AC.

Council Member Hansen motioned to approve Resolution 2021-80. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.

9. Minutes

-July 21, 2021 Work & Business Meeting

No changes are to be made to the minutes.

Council Member Hansen motioned to approve the Work & Business minutes from July 21, 2021. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.

10. Invoices

Presented by Michelle Pitt, City Recorder

Ms. Pitt presented the following invoices to the Council for approval:

Rehrig Pacific Company for 702, 65-gallon garbage cans in the amount of \$48,903.50.

Mountainland Supply Co for Water Meters in the amount of \$37,995.64.

Council Member Manzione motioned to approve invoices. Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.

11. Adjourn

Chairwoman Gochis adjourned the meeting at 8:30pm

Council Member Manzione moved to adjourn to a closed session in the upstairs conference room. Council Member Hansen seconded.

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

Approved this ____ day of August, 2021

Melodi Gochis, City Council Chairwoman

DRAFT

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

08/06/21

DESCRIPTION OF EXPENDITURE:

VENDOR: KEN GARFF WEST VALLEY V# 09566
FORD

2022 F350 SUPER DUTY WATER DEPARTMENT

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	51 5120 748000	45,000.00	0.00	41,310.00	3,690.00

REQUESTED Jamie Grandpre
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

State contracts

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

08/05/2021

DEAL#: 0027857
CUST#: 5147559

STOCK #: NEC16155

TOOELE CITY

DATE OF SALE:

PURCHASER'S NAME

90 N MAIN ST

STREET ADDRESS

KEN GARFF WEST VALLEY FORD
4091 W 3500 S
WEST VALLEY CITY, UT 84120
Phone: 801-559-0500

TOOELE TOOELE UT 84074
CITY COUNTY STATE ZIP CODE
435-882-1591 435-241-2173
RES. PHONE BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

Table with columns: NEW, USED, DEMO, YEAR, MAKE, SERIES, BODY TYPE, CYL, COLOR. Includes sections for Purchase Price, Trade-in, Financing Disclosure, and Seller Agreement.

Purchaser has arranged insurance on vehicle through... insurance company. Policy #...
SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN.

SIGNATURE OF PURCHASER DATE 08/05/21 VEHICLE TO BE TRADED IN NAME OF TOOELE CITY
SIGNATURE OF CO-PURCHASER DATE SIGNATURE OF SELLER DATE 08/05/21

Handwritten signature: Akira E. Williams

ADDITIONAL TERMS, CONDITIONS AND WARRANTIES

IT IS FURTHER UNDERSTOOD AND MUTUALLY AGREED:

The provisions on the reverse side of this contract are subject to the following additional terms, conditions, and warranties:

1. Purchaser promptly shall deliver to Seller (a) the original bill of sale and the title to any used vehicle taken in trade hereunder, and (b) the trade-in vehicle in the same condition and containing the same equipment as when appraised, excepting only reasonable wear and tear. Purchaser warrants such trade-in vehicle to be his sole property free and clear of all liens and encumbrances except as otherwise noted on the reverse side hereof.
2. If Purchaser does not pay the "BALANCE DUE" by the date indicated on the reverse side of this contract, then Seller may set off against its damages any cash deposit or down payment received from Purchaser. In the event a vehicle has been taken in trade, Purchaser authorizes Seller to sell the trade-in vehicle, and Seller shall be entitled to reimburse itself out of the proceeds of such sale for its expenses and losses incurred or suffered as the result of Purchaser's failure to complete the purchase.
3. Seller shall not be liable for delays or damages caused by the manufacturer, accidents, strikes, fires, or other causes beyond Seller's control.
4. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF ANY NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE OR VEHICLE CHASSIS, WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH WILL BE DELIVERED TO PURCHASER AT THE TIME OF DELIVERY OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS. SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING SUCH VEHICLE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY SHALL BE THE ONLY REMEDIES AVAILABLE TO ANYONE WITH RESPECT TO SUCH NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS.

SIMILARLY, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY SELLER WITH RESPECT TO ANY USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER EXCEPT AS MAY BE EXPRESSED IN WRITING BY SELLER FOR SUCH USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, WHICH WARRANTY, IF SO EXPRESSED IN WRITING, IS INCORPORATED HEREIN AND MADE A PART HEREOF.
5. If the vehicle sold to Purchaser hereunder is a used or demonstrator vehicle, no warranty or representation is made by Seller as to the extent such vehicle has been used, regardless of the mileage shown on the odometer of said vehicle.
6. If it becomes necessary for Seller to enforce any of the provisions of this contract, Purchaser shall pay Seller's reasonable attorney's fees, court costs, and collection fees, whether they are incurred with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding. Collection fees hereunder are imposed in accordance with Utah Code Ann. §12-1-11, and shall comply with all applicable laws.
7. Purchaser may not transfer, assign, or delegate his rights or duties under this contract without Seller's prior written consent.
8. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.
9. Purchaser represents that he is 18 years of age or older.
10. Purchaser grants to Seller a security interest in the purchased vehicle and in any proceeds derived from the sale of the purchased vehicle to secure full payment of the purchase price. This security interest also covers all equipment, accessories, and parts that are added to the vehicle. Purchaser also grants to Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle. Purchaser also grants to Seller a security interest in the purchased vehicle to secure Seller's right to recover any losses proximately caused by Purchaser's breach of any provisions of this contract.
11. If the purchased vehicle is a used vehicle, the information shown on the window form (Buyer's Guide) for the vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract.
12. IN THE CASE OF ANY VEHICLE TRADED IN AS PART OF THE CONSIDERATION TOWARD A PURCHASE, PURCHASER REPRESENTS AND WARRANTS:
 - (a) THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, POLLUTION CONTROL EQUIPMENT, AIR BAGS, AND ALL SAFETY-RELATED EQUIPMENT INSTALLED BY THE MANUFACTURER HAS NOT BEEN REMOVED OR RENDERED INOPERATIVE;
 - (b) THAT THE YEAR OF MANUFACTURE AND THE BALANCE OWED ON THE TRADE-IN VEHICLE ARE AS STATED ON THE REVERSE SIDE HEREOF;
 - (c) THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, THE ODOMETER READING ACCURATELY STATES THE ACTUAL MILES THE TRADE-IN VEHICLE HAS BEEN DRIVEN;
 - (d) THAT PURCHASER HAS AND WILL PROVIDE TO SELLER GOOD TITLE TO THE TRADE-IN VEHICLE, AND THAT TRANSFER OF THE TRADE-IN VEHICLE TO SELLER AS A TRADE-IN ON THE PURCHASE OF ANOTHER VEHICLE IS LEGAL AND PROPER;
 - (e) THAT THE TRADE-IN VEHICLE HAS NEVER HAD ITS TITLE OR REGISTRATION BRANDED AS "SALVAGED", "RESTORED", "REPAIRED", OR SIMILAR TERM, PURSUANT TO UTAH CODE ANN. §41-1A-1004 AND §41-1A-1005, ANY SUCCESSOR STATUTE(S), OR STATUTE(S) OF ANOTHER STATE SUBSTANTIALLY SIMILAR IN CONTENT. IF PURCHASER BREACHES THIS REPRESENTATION AND WARRANTY, THEN PURCHASER SHALL BE LIABLE FOR AND PAY TO SELLER THE DIFFERENCE BETWEEN THE TRADE-IN ALLOWANCE STATED ON THE REVERSE SIDE HEREOF AND THE REDUCED VALUE ATTRIBUTABLE TO MISREPRESENTATION REGARDING THE TITLE OR REGISTRATION;
 - (f) THAT THE TRADE-IN VEHICLE WAS NOT KNOWINGLY INITIALLY DELIVERED FOR DISPOSITION OR SALE IN A COUNTRY OTHER THAN THE UNITED STATES OF AMERICA; AND
 - (g) THAT, TO THE EXTENT THAT A MANUFACTURER'S WARRANTY REMAINS IN EFFECT, NO MODIFICATION HAS BEEN MADE TO THE TRADE-IN VEHICLE THAT WOULD INVALIDATE OR DIMINISH SUCH WARRANTY.
13. Any written notice required to be given to Purchaser shall be deemed reasonable and effective notification if it is mailed by ordinary mail, postage prepaid, to Purchaser's mailing address stated on the reverse side hereof.
14. The rate of interest set forth in section (B) of the "Financing Disclosure" on reverse side may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, including disclosures regarding variable rates of interest, which shall control any and all financial disclosures in this contract. Purchaser acknowledges that Seller may or may not receive income for arranging financing under section (B) of said "Financing Disclosure".
15. All information Seller requests or receives hereunder may be used to verify Purchaser's identity in accordance with the U. S. Patriot Act.

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

08/06/21

DESCRIPTION OF EXPENDITURE:

VENDOR: TOOELE COUNTY SHERIFF'S OFFICE V# 01881

3RD QUARTER 2021 DISPATCH FEES

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
DISPATCH FEES	10 4211 31300	355,056.00	0.00	88,764.00	266,292.00

REQUESTED *K. Adrian Day*
DEPARTMENT HEAD

REVIEWED *Shannon Wimmer*
FINANCE DIRECTOR

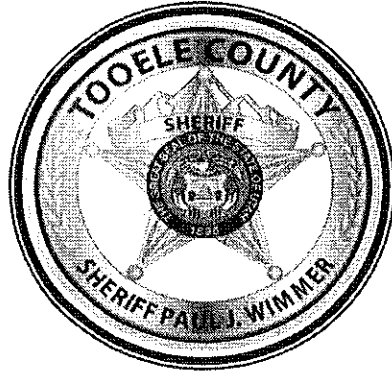
APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

TOOELE COUNTY SHERIFF'S OFFICE

1960 South Main Street
Tooele, Utah 84074

INVOICE



DATE:
INVOICE #

August 5, 2021
257

Bill To:

Tooele City Corporation

Attn: Shannon Wimmer
90 N. Main St.
Tooele, Utah 84074
shannonw@tooelecit.org

DESCRIPTION	AMOUNT
2021-2022 Tooele County Dispatch Fees	
July, August, September 2021 Dispatch Fees	\$88,764.00
Previous Balance	\$0.00
TOTAL	\$88,764.00

Please make all checks payable to the Tooele County Sheriff's Office

Attn: Sabrina Fawson, 1960 S. Main St., Tooele, Utah 84074

Please include a copy of this invoice with your check.

If you have any questions concerning this invoice, please contact:

Sabrina Fawson 435-277-4258 / Email: sfawson@tooeleco.org

THANK YOU FOR YOUR BUSINESS!

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

08/06/21

DESCRIPTION OF EXPENDITURE:

VENDOR: WEIDNER FIRE

V# 08538

EMERGENCY RESCUE EQUIPMENT

42,831.86

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
MACHINERY & EQUIPMENT	10 4222 741000	37,000.00	0.00	7,831.86	29,168.14
MACHINERY & EQUIPMENT	41 4620 741000	398,000.00	0.00	35,000.00	363,000.00

REQUESTED Chris Schubert
DEPARTMENT HEAD

REVIEWED Shannon W. Simpson
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

Quotation

WEIDNER Weidner Fire
FIRE. 135 West 7065 South
 Midvale, UT 84047
 Phone: 801-565-9595
 Email: sales@weidnerfire.com

Order #	Date
S42295	07/27/2021

Bill To:
Tooele City Fire Department 90 N Main Street Tooele, UT 84074

Ship To:
Tooele City Fire Department 90 N MAIn St. Tooele, UT 84074

Contact: Tooele City Fire Department

Sales Rep	Payment Terms	FOB Point	Shipping Terms	Carrier	Ship Service
Justin Colligan	NET 30 DAYS	Origin	Prepaid & Billed	UPS	Ground

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
1	159.000.063	Holmatro Pentheon PCU50 Battery Powered Cutter	\$12,480.00	1 ea	\$ 12,480.00
2	159.000.064	Holmatro Pentheon PSP40 Battery Powered Spreader	\$12,429.64	1 ea	\$ 12,429.64
3	159.000.062	Holmatro Pentheon PTR50 Battery Powered Telescopic RAM	\$10,395.00	1 ea	\$ 10,395.00
4	151.000.583	Holmatro Pentheon PBPA287 Battery	\$707.79	6 ea	\$ 4,246.71
5	151.000.742	Holmatro Pentheon PBCH2 Battery Charger (AC-US)	\$562.18	3 ea	\$ 1,686.54
6	151.000.503	Holmatro Pentheon Daisy Chain Charging Cord	\$12.54	2 ea	\$ 25.07
7	151.000.499	Holmatro Pentheon On-Tool Charging Cord	\$96.43	3 ea	\$ 289.29
8	151.000.743	Holmatro Pentheon Mains Power Connector (US)	\$1,279.61	1 ea	\$ 1,279.61

Quotation



Weidner Fire

Weidner Fire
135 West 7065 South
Midvale, UT 84047
Phone: 801-565-9595
Email: sales@weidnerfire.com

Order #	Date
S42295	07/27/2021

Subtotal: \$42,831.86
Sales Tax: \$0.00
Total: \$42,831.86

Freight charges and sales tax will be added to the Invoice where applicable. If this purchase is tax exempt, a certificate must be received with your purchase order. All returns are subject to restocking fees, which are based on Weidner Fire's suppliers' returns policies. Weidner Fire's Returns Policy can be viewed at www.weidnerfire.com/returns.asp. We accept all major credit cards. Please note that a convenience fee of 3% will be applied at the time of processing.

Debbie Winn

From: Tooele Fire <tooelefirechief@gmail.com>
Sent: Thursday, August 5, 2021 2:03 PM
To: Debbie Winn
Cc: Crystal Huntsman; jedcolovich@yahoo.com; Shannon Wimmer
Subject: Re: Fire Department P.O's
Attachments: image002.jpg

I recieved an additional bid from industrial supply out on the industrial depot for safety cones. Unfortunately they didn't offer the stenciling of "TCFD" on the cones which is why we are going with the other company.

Weidner Fire is the only Holmatro dealer in Utah and they also cover the surrounding states. With this being Emergency Rescue equipment it is important to have the dealer close for timely service and repair. For unity of equipment we have decided to stay with Holmatro. I have request a sole source justification letter from them for this purchase. I will provide you with the letter as soon as its available.

Let me know if you have any questions.

Thanks

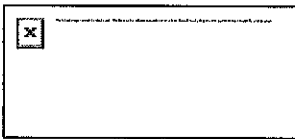
On Thu, Aug 5, 2021, 8:36 AM Debbie Winn <dwinn@tooelecity.org> wrote:

We have another vendor that we purchase safety cones from. I will check with streets and see if we can get a better deal. Also, is the invoice for the extrication equipment on a state contract? If no, we will need two more bids.

Mayor Debbie Winn

435-843-2104

dwinn@tooelecity.org



From: Crystal Huntsman
Sent: Thursday, August 5, 2021 8:23 AM
To: Tooele Fire <tooelefirechief@gmail.com>; Debbie Winn <dwinn@TooeleCity.org>
Cc: jedcolovich@yahoo.com; Shannon Wimmer <ShannonW@TooeleCity.org>
Subject: RE: Fire Department P.O's

Chris,

I have printed these out, but need to get a W9 for Traffic Safety Store. I will give them a call on this, just remember in the future when going with a new vendor a W9 is needed to set up as a vendor. Thanks!!

Crystal

From: Tooele Fire <tooelefirechief@gmail.com>
Sent: Wednesday, August 4, 2021 8:41 PM
To: Debbie Winn <dwinn@TooeleCity.org>
Cc: jedcolovich@yahoo.com; Shannon Wimmer <ShannonW@TooeleCity.org>; Crystal Huntsman <CrystalH@tooelecity.org>
Subject: Fire Department P.O's

Mayor,

I have attached 2 quotes that we need P.O's for. The extrication equipment price has increased since spring. Myself and Chief Colovich have agreed to take the difference out of our 741000 Line item to complete the purchase.

The second P.O. is for safety cones. Every year we borrow around 100 cones from wherever we can find them to set up our drivers course. It is time that we purchase our own. They will be stored in our Rescue and Hazmat trailer to be used on calls throughout the year in addition to drivers training.

Let me know if you have any questions.

--

Chris Shubert

Tooele City Fire Chief

90 N Main St

Tooele, UT 84074

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

08/11/21

DESCRIPTION OF EXPENDITURE:

VENDOR: YOUNG CHEVRLOLET

V# 07992

2020 CHEVY VIN# 3GCPYCEF4LG315454 PUBLIC WORKS DIRECTOR

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	41 4620 748000	320,000.00	48,310.00	43,825.00	227,865.00

REQUESTED 1st Jamie Apple
DEPARTMENT HEAD

REVIEWED Shannon Dunbar
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

08/05/2021

DATE OF SALE:



TOOELE CITY CORPORATION

PURCHASER'S NAME

90 N MAIN ST

STREET ADDRESS

TOOELE CITY

TOOELE COUNTY

UT STATE

84074-2191 ZIP CODE

DEAL# 176393

845 N. Main St. • P.O. Box 684
Layton, Utah 84041

Phone: (801) 544-1234
Fax: (801) 544-5895

435/882-1591

RES. PHONE

BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

Form with sections: NEW USED DEMO YEAR MAKE SERIES BODY TYPE CYL COLOR, VIN, ODOMETER, STOCK NO., DEL. DATE, SALES PERSON, PURCHASE PRICE AND OTHER SUMS DUE, TRADE-IN AND/OR OTHER CREDITS, FINANCING DISCLOSURE, PURCHASER AGREES TO ARRANGE FINANCING, SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING, and other terms.

Purchaser has arranged insurance on vehicle through _____ insurance company. Policy # _____

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN, UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract, covenants and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SIGNATURE OF PURCHASER: DATE 08/05/21, VEHICLE TO BE TITLED IN NAME OF: TOOELE CITY CORPORATION, SIGNATURE OF CO-PURCHASER: DATE 08/05/21, SIGNATURE OF SELLER: [Signature], DATE 08/05/21, APPROVED UADA FORM 1088 © 1991, Rev. 2012 TO REORDER CALL 404-8645 OR 1-800-594-3920 315724 YOUNG-FI

Staine Dupre

Debra E. W...

V# 0799Z
41-4620-748000

Balance 43,825.00

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

08/11/21

DESCRIPTION OF EXPENDITURE:

VENDOR: YOUNG CHEVROLET

V# 07992

2021 CHEVY VIN# 1GB3YSE76MF254049 STREETS DEPT 1 TON

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	41 4620 748000	320,000.00	0.00	48,310.00	271,690.00

REQUESTED 1st Jamie Duple
DEPARTMENT HEAD

REVIEWED Sharon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

08/09/2021

DATE OF SALE:



TOOELE CITY CORPORATION

PURCHASER'S NAME

90 N MAIN ST

STREET ADDRESS

TOOELE

TOOELE

UT

84074-2

CITY

COUNTY

STATE

ZIP CODE

436/882-1591

RES. PHONE

BUS. PHONE

DEAL# 176465

645 N. Main St. • P.O. Box 884
Layton, Utah 84041

Phone: (801) 544-1234
Fax: (801) 544-5895

Purchaser and Co-Purchaser(s), if any, (hereinafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereinafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	MODEL	TRIM	DRY TYPE	CYL	COLOR
X			2021	CHEVROLET	SILV35			8	
VIN	1GB3YSE76MF254049	ODOMETER	11	STOCK NO.	3F2178	DEL. DATE	08/09/2021	SALESPERSON SCOTT BROWN	
PURCHASE PRICE AND OTHER SUMS DUE		THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN							
1. CASH PRICE OF VEHICLE		48310.00							
2. ACCESSORIES/OPTIONS		N/A							
3. N/A		N/A							
4. N/A		N/A							
5. N/A		N/A							
6. TOTAL CASH PRICE (add lines 1-5)		48310.00							
7. MFR. REBATE \$		N/A							
8. PORTION/REBATE APPLIED TO PURCHASE		N/A							
9. SUBTOTAL (lines 6 minus 7)		48310.00							

TRADE-IN AND/OR OTHER CREDITS		NOTICE ONLY TO BUYERS OF USED VEHICLES The information you see on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. I HAVE RECEIVED A COPY OF THE FTC BUYER'S GUIDE.							
YEAR/MAKE		ODOMETER							
SERIES		BODY TYPE							
VIN									
BALANCE OWED ON TRADE-IN		N/A							
PAYOFF VERIFIED BY:		GOOD UNTIL:							
DATE OF VERIFICATION		AGG.#:							
*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE: Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.									
10. TRADE-IN ALLOWANCE		N/A							
11. BALANCE OWED ON TRADE-IN		N/A							
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)		N/A							
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)		N/A							
14. TOTAL CREDITS (total lines 12 & 13)		N/A							
15. SUBTOTAL FROM LINE 9		48310.00							
16. SERVICE CONTRACT		N/A							
17. DEALER DOCUMENTARY SERVICE FEE		N/A							
18.		N/A							
19. SUBTOTAL TAXABLE ITEMS (total lines 15-18)		48310.00							
20. TRADE ALLOWANCE** (line 10)		N/A ** If lease, no tax credit							
21. NET TAXABLE AMOUNT (line 19 minus line 20)		48310.00							
22. UTAH SALES/TAX ON TAXABLE AMOUNT		N/A							
23. UTAH LICENSE AND REGISTRATION FEES W/PERMIT		N/A							
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES		N/A							
25. UTAH INSPECTION/EMISSIONS TEST FEE		N/A							
26. UTAH WASTE TIRE RECYCLING FEE		N/A							
27. JMA GAP		N/A							
28.		N/A							
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)		48310.00							
30. TOTAL CREDITS (line 14)		N/A							
31. BALANCE DUE (total line 29 minus 30)		48310.00							
DAY 14 MONTH Aug YEAR 2021									

V#07992

PO#
V#07992
41-4620-748000
Debra L. W
8-9-21

Balance \$ 48,310.00

Purchaser has arranged insurance on vehicle through _____ insurance company. Policy # _____

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN, UNLESS OTHERWISE INDICATED BY SELLER IN WRITING. ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof complies the complete and exclusive statement of the terms of the contract relating to the subject matter covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT, NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SIGNATURE OF PURCHASER: _____ DATE: 08/09/21

SIGNATURE OF SELLER: *Scott Brown* DATE: 08/09/21

APPROVED UADA FORM 1066 © 1991, Rev. 2012 TO REORDER CALL 484-8045 OR 1-800-594-0229 3T872*1*YOUNG-FI

State contract

Sheets 1-ton