

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council and the Tooele City Redevelopment Agency will meet in a Work Meeting, on Wednesday, May 4, 2022, at 5:30 p.m. The Meeting will be Held in 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>.

1. **Open City Council Meeting**
2. **Roll Call**
3. **Mayor's Report**
4. **Council Member's Report**
5. **Discussion Items**
 - a. **Multi-Family Residential Zoning Districts**
Presented by Jim Bolser, Community Development Director
 - b. **Right-of-Way Vacation Request** by Bavarian Properties, LLC for the Portion of 2000 North Located between SR-36 and Progress Way
Presented by Jim Bolser, Community Development Director
 - c. **Resolution 2022-28** A Resolution of the Tooele City Council Approving a Lease Agreement with the Bit N' Spur Riding Club
Presented by Roger Baker, City Attorney
 - d. **Resolution 2022-29** A Resolution of the Tooele City Council Revising Its Policy on Payment Made in Lieu of Water Rights Conveyance
Presented by Roger Baker, City Attorney
 - e. **Resolution 2022-30** A Resolution of the Tooele City Council Approving an Interlocal Agreement Between Tooele City and Tooele County for Solid Waste Disposal
Presented by Roger Baker, City Attorney
 - f. **Resolution 2022-31** A Resolution of the Tooele City Council Approving an Agreement with Tooele County for Dispatch Services for Fiscal Year 2022-2023
Presented by Adrian Day, Police Chief
 - g. **Resolution 2022-35** A Resolution of the Tooele City Council Ratifying a Contract with VanCon Inc. for Construction of the 2022 Red Del Papa Park Well House and Waterline, Bid Schedule "A"-Well House
Presented by Paul Hansen, City Engineer
 - h. **Resolution 2022-36** A Resolution of the Tooele City Council Ratifying a Contract with Broken Arrow Inc. for Construction of the 2022 Red Del Papa Park Well House and Waterline, Bid Schedule "B"-Waterline
Presented by Paul Hansen, City Engineer

- i. **Resolution 2022-37** A Resolution of the Tooele City Council Ratifying a Contract with VanCon Inc. for Construction of the Berra Well 1 Million Gallon Reservoir
Presented by Paul Hansen, City Engineer
- j. **Resolution 2022-38** A Resolution of the Tooele City Council Ratifying a Contract with Broken Arrow Inc. for the 2022 Roadway Improvement Project
Presented by Paul Hansen, City Engineer
- k. **RDA Resolution 2022-04** A Resolution of the Redevelopment Agency of Tooele City, Utah Approving an Agreement with Cache Valley Electric for the Utah Avenue and Lodestone Way Intersection Signal Project
Presented by Paul Hansen, City Engineer

6. **Closed Meeting**

~Litigation, Property Acquisition, and/or Personnel

7. **Adjourn**


Michelle Y. Pitt, Tooele City Recorder

Pursuant to The Americans With Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, At 435-843-2111 Or Michellep@Tooelecit.org, Prior To The Meeting.

MEMORANDUM

To: Tooele City Council
Debbie Winn, Mayor

Cc: Michelle Pitt, City Recorder
Roger Baker, City Attorney

From: Jim Bolser, AICP, Director 

Date: April 28, 2022

Re: Multi-Family Residential Zoning District

Subject:

At a recent City Council meeting there was some discussion regarding the multi-family residential zoning district currently in the City Code. As a part of that discussion, the Council asked about the possibility of creating an additional zoning district at a density level that was between the two existing lowest density districts. Additionally, there was some discussion about whether there should be an additional zoning district in between our existing two highest density districts or to revise our highest density zoning district into a lower density district that would still be our highest density zoning district. In response to these questions, the staff has worked with the City Attorney's Office to put together the two attached proposals for your consideration. Both proposals contain the same creation language for a new MR-12 zoning district to address the former question. To address the latter question, there wasn't a clean way to show both options in a single set of revisions without confusing the two, so the first attached proposal shows simply the addition of a new MR-20 zoning district, along with the creation of the MR-12 district, to our list of zoning district. The second attached proposal shows the existing MR-25 zoning district being revised to become a new MR-20 zoning district, along with the creation of the MR-12 district.

As always, should you have any questions or concerns please feel free to contact me at any time.

CHAPTER 13. ZONING DISTRICTS

7-13-1. Establishment of Zoning Districts.

- (1) In order to accomplish the purposes of this Title, Tooele City is hereby divided into the following zoning districts:
 - (a) Multi-Family Residential (MR-25)
 - (b) ~~Multi-Family Residential (MR-20)~~
 - ~~(c)~~ Multi-Family Residential (MR-16);
 - ~~(ed)~~ ~~Multi-Family Residential (MR-12);~~
 - ~~(e)~~ Multi-Family Residential (MR-8);
 - ~~(ef)~~ Medium Density Residential (R1-7);
 - ~~(eg)~~ Medium Density Residential (R1-8);
 - ~~(fh)~~ Medium Density Residential (R1-10);
 - ~~(g)~~ Low Density Residential (R1-12);
 - ~~(hj)~~ Low Density Residential (R1-14);
 - ~~(ik)~~ Low Density Residential (R1-30);
 - ~~(j)~~ Low Density Residential (RR-1);
 - ~~(km)~~ Low Density Residential (RR-5);
 - ~~(ln)~~ Low Density Residential (RR-20);
 - ~~(mq)~~ Multiple Use (MU-160);
 - ~~(rp)~~ Mixed Use - General (MU-G);
 - ~~(eq)~~ Mixed Use - Broadway (MU-B);
 - ~~(pr)~~ Neighborhood Commercial (NC);
 - ~~(es)~~ General Commercial (GC);
 - ~~(ft)~~ Regional Commercial (RC);
 - ~~(su)~~ Light Industrial (LI);
 - ~~(tv)~~ Industrial (I);
 - ~~(uw)~~ Research and Development (RD)
 - ~~(vx)~~ Residential Special District (RSD); and,
 - ~~(wy)~~ Commercial Special District (CSD).

CHAPTER 14. RESIDENTIAL ZONING DISTRICTS

7-14-1. Residential Zoning Districts.

In accordance with the requirement of the Utah Code that zoning within municipalities be by districts, Tooele City has established and identified on the Tooele City Zoning District Map the following residential zoning districts which govern the use, intensity, area and other requirements for the use of residential land as required by this Ordinance. The map accompanying this Ordinance, and incorporated herein by reference, identifies the location and extent of each residential zoning district within the City. All development, use, activity, and authorized permits and licenses shall adhere to all the provisions, standards, and requirements of the applicable zoning district.

To meet the purposes of this Ordinance, Tooele City is divided into the following residential and special purpose zoning districts:

- Multi-Family Residential (MR-25)
- ~~Multi-Family Residential (MR-20)~~
- Multi-Family Residential (MR-16)
- ~~Multi-Family Residential (MR-12)~~
- Multi-Family Residential (MR-8)
- Medium Density Residential (R1-7)
- Medium Density Residential (R1-8)
- Medium Density Residential (R1-10)
- Low Density Residential (R1-12)
- Low Density Residential (R1-14)

Low Density Residential (R1-30)
Low Density Residential (RR-1)
Low Density Residential (RR-5)
Low Density Residential (RR-20)
Multiple Use (MU-160)
In-Fill Overlay (IFO)
Residential Special District (RSD)

7-14-2. Residential Zoning Districts Purpose.

The residential zoning districts of Tooele City, and as presented in Table 1 and Table 2 are formulated and provided and achieve the following purposes:

- (1) The purpose of the **MR-25, MR-20, MR-16, MR-12, and MR-8** Multi-Family Residential districts is to provide an environment and opportunities for high-density residential uses, primarily, apartments, condominiums and townhouses at varying levels of density determined by the individual zoning districts. ~~The purpose of the MR-16 Multi-Family Residential district is to provide an environment and opportunities for high density residential uses, including primarily attached residential units, apartments, condominiums and townhouses with limited attached single-family dwellings. The purpose of the MR-8 Multi-Family Residential district is to provide an environment and opportunities for high density residential uses, including attached single-family residential units, apartments, condominiums and townhouses.~~ The **MR-8** zoning district is also intended to serve as a transitional district between principally single-family residential zoning districts and higher density multi-family zoning districts.
- (2) The Medium Density Residential Districts (**R1-7, R1-8, and R1-10**) are designed to provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City's residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single-family dwellings and two-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.
- (3) The Low Density Residential Districts (**R1-12, R1-14, R1-30, RR-1, RR-5, RR-20**) provide for single-family residential areas and single family dwelling units on larger individual lots. ~~Additionally these districts are intended to allow and make available Rural Residential opportunities and agricultural uses protected from the encroachment of incompatible uses.~~
- (4) The Rural Density Residential Districts (**RR-1, RR-5, RR-20**) provide for single-family residential areas and single-family dwelling units on very large individual lots that support, allow, and make available Rural Residential opportunities and agricultural uses protected from the encroachment of incompatible uses.
- (5) The purpose of the Multiple Use District (**MU-160**) is to provide areas in mountain, hillside, canyon, valley, desert and other open and generally undeveloped lands where residential uses should be limited in order to protect the land resource, to limited demands for public facilities and services, to provide opportunities for forestry, agriculture, mining, wildlife habitat, and recreation, to avoid damage to water resources and water shed areas, and to protect the health and safety of the residents of the City and adjoining areas.
- (56) The purpose of the Residential Special District (**RSD**) is to provide a master planned, architecturally designed residential development where customized zoning requirements are developed and implemented to apply to a specific geographic area in order to permit flexibility and initiative to produce a unique, cohesive development to achieve the following:
 - (a) Protecting and enhancing the value of properties by encouraging the use of good design principles and concepts through development planning with full recognition of the significance and effect they can have on the proper planning and development of subject properties as well as adjacent and nearby properties;
 - (b) Provide a mechanism whereby reasonable and unique developments may be approved that provide a benefit to the development, the residents within the proposed development, and the community as a whole that may not be specifically possible under the base tenets of this Title.
 - (c) Encouraging and maintaining the orderly and harmonious appearance, attractiveness, and aesthetic development of structures and grounds;
 - (d) Providing a method whereby specific development plans, based upon City criteria and policy may, at the discretion of the City, be required for the systematic and orderly development of the city;

- (e) Encouraging excellence of property development, compatible with plans and policies of the City, with due regard for the public and private interests involved; and
- (f) Ensuring that the public benefits derived from the beautification of developments and uses shall be protected by exercise of reasonable controls over the character and design of private buildings, structures and open spaces.

7-14-9. Keeping of Farm Animals and Pets.

- (1) Except as modified in subparagraph (2) applicable to pets, the following requirements apply to the keeping of farm animals within the residential zoning districts of the City:
 - (a) No farm animal(s) shall be kept on any lot in the MR-25, [MR-20](#), MR-16, [MR-12](#), MR-8, R1-7, R1-8, R1-10, R1-12, or R1-14 Districts or on any lot smaller than 30,000 square feet.
 - (b) The number of farm animals kept on any lot or parcel in the R1-30 District shall not exceed one farm animal unit, as defined herein, for each 10,000 square feet of lot or parcel size.
 - (c) Farm animals may be kept on any lot or parcel in the RR-1, RR-5, RR-20 and MU-160 districts without restriction to the number of farm animals, provided the keeping of farm animals in these districts does not constitute a nuisance as defined in the laws of the City.
 - (d) No farm animal(s) shall be kept on any lot or parcel where less than 20,000 square feet of the lot or parcel is used as livestock management, nor shall fractional animal units be permitted. Livestock management areas shall include all portions of the lot or parcel used as sheds, barns, coops, corrals, pastures, stables, gardens or cultivated grounds, where animal waste can be spread, but shall not include any area of the lot or parcel devoted to dwellings, sidewalks, driveways or lawns.
 - (e) One animal unit shall be any one (±) of the following: One cow, one horse, one donkey, four adult sheep, eight feeder lambs, four goats, or 12 fowl, together with the suckling offspring thereof.
 - (f) Structures shall be provided and maintained for all animals. Such structures shall be enclosed (fully or partially), roofed, and sited at the rear of the main building, and shall comply with all other setback and yard requirements for the district.
 - (g) The following additional requirements shall apply to the location of all pens, corrals, barns, stables, coops, and other structures for the confinement and keeping of animals:
 - (i) All such structures shall be setback at least 100 feet from all streets.
 - (ii) All such structures and buildings shall be located at least 50 feet from all dwellings located on adjoining lots or parcels, or if any adjoining lot or parcel does not have a dwelling located thereon, at least 30 feet from the property lines of the adjacent lot or parcel.
- (2) Pet rabbits, ducks, and chicken hens are permitted in the MR-25, [MR-20](#), MR-16, [MR-12](#), MR-8, R1-7, R1-8, R1-10, R1-12, and R1-14 Districts. No more than a total of six animals in any combination of rabbits, ducks, and chicken hens are allowed on any lot in these districts. Houses, cages, pens, coops, etc. shall be provided for all animals kept outdoors. As of January 1, 2017, a legal nonconforming rooster that dies or is removed from a property located in the above-enumerated zoning districts shall not be replaced.
- (3) Nuisance. In all zoning districts of the City, persons owning or harboring farm animals may not keep their animals in any manner that constitutes a nuisance as defined by City ordinance.

Residential Treatment Facilities and Program			C	<u>C</u>	C										C
Retirement Center			C	<u>C</u>	C	C	C	C	C						C
Sports Fields	C	<u>C</u>	C	<u>C</u>	C	C	C	C	C	C	C	C	C	C	C
Temporary Concessions Located in Public Parks	P	<u>P</u>	P	<u>P</u>	P	C	P	P	P	P	P	P	P	P	P
Temporary Construction Buildings and Storage	P	<u>P</u>	P	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P
Temporary Sales Office	P	<u>P</u>	P	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P
Temporary Seasonal Use												P	P	P	
Vacation Resort / Vacation Ranch														C	C

*1 Permitted Use with Conditions
**2 Home Office with No Customers Only

**TABLE 2
ALLOWED DENSITY**

	Residential Zoning Districts										
	High Density					Medium Density			Low Density		
	MR-25	<u>MR-20</u>	MR-16	<u>MR-12</u>	MR-8	R1-7	R1-8	R1-10	R1-12	R1-14	R1-30
Zones b Being f Replaced by i nclusion			HDR, RM-16 (and proposed RM 12)		MDR, R2-8 (and proposed RM-10, RM-8)	R1-7	R1-8, R1-9 (and proposed RM-6)	R1-10 (and proposed RM-4)	R1-12	R1-14	RA1-30
Single Family Dwelling / Minimum Lot Size (square feet)	Not Permitted	<u>Not Permitted</u>	Not Permitted	<u>Not Permitted</u>	Not Permitted	P / 7,000	P / 8,000	P / 10,000	P / 12,000	P / 14,000	P / 30,000
Two- f Family Dwelling / Minimum Lot Size (square feet)	Not Permitted	<u>Not Permitted</u>	P / 10,000	<u>P / 11,000</u>	P / 12,000	P / 14,000	C / 16,000				
Multi- f Family Dwelling	P M aximum 25 U nits p er a cre	<u>P</u> <u>Maximum 20³</u> <u>Units Per Acre²</u>	P M aximum 16 ³ U nits p er a cre ²	<u>P</u> <u>Maximum 12³</u> <u>Units Per Acre²</u>	P M aximum 8 U nits p er a cre						
Multi-Family Dwelling Minimum Lot Size	No Minimum ⁴	<u>No Minimum⁴</u>	No Minimum ⁴	<u>No Minimum⁴</u>	No Minimum ⁴						
Maximum Dwelling Units Per Acre for PUD	25.0	<u>20.0</u>	16.0	<u>12.0</u>	8.0	5.0	4.0	3.5	3.0	2.5	1.2
Other Allowed Uses (Minimum Square Feet Required)	8,000	<u>8,000</u>	8,000	<u>8,000</u>	8,000	10,000	10,000	12,000	12,000	14,000	30,000

TABLE 2 (Continued)

	Residential Zoning Districts			
	Low Rural Density			Multiple Use
	RR-1	RR-5	RR-20	MU-160
Zones B Being R Replaced by I Inclusion	RR-1	RR-5	RR-20	MU-160
Single Family Dwelling / Minimum Lot Size (sq. ft.)	P / 1 acre	P / 5 acres	P / 20 acres	P / 160 acres
Two- f Family Dwelling L <u>Minimum Lot Size</u> <u>(square feet)</u>				
Multi- f Family Dwelling <u>Multi-Family Dwelling</u> <u>Minimum Lot Size</u>				
Maximum Dwelling Units Per Acre for PUD	1.0	0.2	0.05	0.0063
Other Allowed Uses (Minimum Square Feet Required)	43,560	5 acres	20 acres	160 acres

¹ Repealed.

² Multi-family residential projects in the MU-B zoning district proposed as a redevelopment of a registered historical building shall have no maximum density requirement as a permitted use subject to Note 1 of Table 4 of this Chapter.

³ Multi-family residential projects in the MU-B zoning district shall be a maximum of 25 dwelling units per acre.

⁴ See Table 4 of Chapter 7-14.

**TABLE 3
SITE PLANNING AND DEVELOPMENT STANDARDS FOR PRIMARY BUILDINGS AND STRUCTURES**

Standards	Residential Zoning District														
	MR-25	<u>MR-20</u>	MR-16	<u>MR-12</u>	MR-8	R1-7	R1-8	R1-10	R1-12	R1-14	R1-30	RR-1	RR-5	RR-20	MU-160
Minimum Lot Width (a At f Front p Property l Line)	35 feet	<u>35 feet</u>	35 feet	<u>35 feet</u>	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet	100 feet	200 feet	250 feet	1320 feet
Minimum Lot Width (i Interior l Lots at f Front s Setback, s Single- f Family)						60 feet	75 feet	85 feet	85 feet	90 feet	100 feet	100 feet	200 feet	250 feet	1320 feet
Minimum Lot Width ³ (e Corner l Lots at f Front s Setback on e Each f Frontage, s Single- f Family)						80 feet	90 feet	100 feet	110 feet	120 feet	120 feet	120 feet	200 feet	250 feet	1320 feet
Minimum Lot Width (a At f Front s Setback, t Two- f Family)	60 feet	<u>60 feet</u>	60 feet	<u>60 feet</u>	60 feet	60 feet	75 feet	85 feet	85 feet	90 feet	100 feet	100 feet	200 feet	250 feet	1320 feet
Minimum Lot Width (a At f Front s Setback, a All o Other r Residential u Uses)	70 feet	<u>70 feet</u>	70 feet	<u>75 feet</u>	75 feet	60 feet	75 feet	85 feet	85 feet	90 feet	100 feet	100 feet	200 feet	250 feet	1320 feet
Minimum Lot Width (a At f Front s Setback, a All o Other u Uses)	80 feet	<u>80 feet</u>	80 feet	<u>80 feet</u>	80 feet	80 feet	80 feet	100 feet	100 feet	100 feet	100 feet	100 feet	200 feet	250 feet	1320 feet
Minimum Front Yard Setback	25 feet ²	<u>25 feet²</u>	25 feet ²	<u>25 feet²</u>	25 feet ²	20 feet	20 feet	25 feet	25 feet	25 feet	30 feet	30 feet	30 feet	30 feet	30 feet
Minimum Rear Yard Setback (i Interior l Lot)	20 feet ²	<u>20 feet²</u>	25 feet ²	<u>25 feet²</u>	25 feet ²	20 feet	20 feet	25 feet ¹	25 feet ¹	30 feet ¹	30 feet	30 feet	60 feet	60 feet	60 feet
Minimum Rear Yard Setback (Corner Lot)	20 feet ²	<u>20 feet²</u>	20 feet	<u>20 feet</u>	20 feet	20 feet	20 feet	30 feet ¹	30 feet ¹	30 feet ¹	30 feet	30 feet	60 feet	60 feet	60 feet
Minimum Side Yard Setback (Interior Lot)	10 feet ²	<u>10 feet²</u>	6 feet ²	<u>6 feet²</u>	6 feet ²	6 feet	8 feet	10 feet	10 feet	10 feet	12 feet	20 feet	20 feet	60 feet	60 feet
Minimum Side Yard Setback (Corner Lot)	15 feet ²	<u>15 feet²</u>	15 feet ²	<u>15 feet²</u>	15 feet ²	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet	30 feet	60 feet	60 feet	60 feet
Maximum/Minimum Building Height ⁴	45 feet / 1 story	<u>45 feet / 1 story</u>	35 feet / 1 story	<u>35 feet / 1 story</u>	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story
Total Lot Coverage (a All b Buildings)	40%	<u>40%</u>	40%	<u>40%</u>	40%	35%	35%	35%	35%	35%	25%	20%	10%	10%	10%

¹ The minimum rear yard setback may be reduced by up to 25% for not more than 20% of the width of the rear yard, measured at the rear yard property line

- ² Multi-family developments subject to Chapter 7-11a of this Title shall follow setback requirements in Section 7-11a-6.
- ³ Minimum lot width for corner lots may be reduced to the minimum lot width requirement of interior lots when proper notation on the approved plat determines and restricts the orientation of the primary residential structure on the lot to that frontage only.
- ⁴ For churches and religious worship facilities over 50,000 square feet see Section 7-2-8.

**TABLE 4
MINIMUM DWELLING UNIT SIZE (Finished Square Feet)¹**

ZONING DISTRICT	ONE STORY (Includes Split Level and Split Entry)						TWO STORY (Total Both Levels)		
	With Single Covered Parking		With Single Garage		With Double + Garage		With Single Covered Parking	With Single Garage	With Double + Garage
	1 Bedroom Units ²	2+ Bedroom Units	1 Bedroom Units ²	2+ Bedroom Units	1 Bedroom Units ²	2+ Bedroom Units			
MR-25 ³	700	850	700	800	700	800	1000	1000	1000
<u>MR-20³</u>	<u>700</u>	<u>850</u>	<u>700</u>	<u>800</u>	<u>700</u>	<u>800</u>	<u>1100</u>	<u>1100</u>	<u>1050</u>
MR-16 ³	700	850 ¹	700	800 ¹	700	800 ¹	1250	1165	1100
<u>MR-12³</u>	<u>700</u>	<u>850</u>	<u>700</u>	<u>800</u>	<u>700</u>	<u>800</u>	<u>1300</u>	<u>1200</u>	<u>1100</u>
MR-8 ³	700	850	700	800	700	800	1350	1250	1125
R1-7	900 <u>Not Permitted</u>		850 <u>Not Permitted</u>		800		1350 <u>Not Permitted</u>	1250 <u>Not Permitted</u>	1125
R1-8	1000 <u>Not Permitted</u>		950 <u>Not Permitted</u>		800		1500 <u>Not Permitted</u>	1375 <u>Not Permitted</u>	1250
R1-10	Not Permitted		Not Permitted		1300		Not Permitted	Not Permitted	1625
R1-12	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
R1-14	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
R1-30	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
RR-1	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
RR-5	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
RR-20	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
MU-160	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685

¹ The minimum dwelling unit size for a multi-family residential project proposed as a redevelopment of a registered historical building shall be 400 square feet when approved by the Planning Commission through design review in compliance with Title 7 Chapter 11 of the Tooele City Code.

² See Section 7-14-5.

³ For Multi-Family Dwelling Units Directly Associated with Residential Support Programs See Section 7-11a-2.

CHAPTER 15. RESIDENTIAL FACILITIES FOR PERSONS WITH A DISABILITY

7-15-3. Permitted ~~u~~Use; Requirements.

A residential facility for persons with a disability (for purposes of this Chapter, a “facility”) shall be a permitted use in any zoning district in which a dwelling is a permitted primary use. Each facility shall comply with the following requirements.

- (1) The facility shall comply with all building, safety, and health regulations applicable to the construction and habitation of dwellings.
- (2) The facility shall comply with all of the provisions of this Title applicable to dwellings, unless otherwise specified in this Chapter.
- (3) Each facility located in a single-family zoning district (R1-7 through RR-5) shall comply with the single-family design standards contained in Chapter 7-11b of this Title.
- (4) Each facility located in a multi-family zoning district (MR-25, [MR-20](#), MR-16, [MR-12](#), and MR-8) shall comply with the multi-family design standards contained in Chapter 7-11a of this Title.
- (5) The minimum number of parking spaces required for a facility shall be as required in Chapter 7-4 of this Title.
- (6) No more than four persons may be housed in a single bedroom.
- (7) A minimum of 60 square feet per resident shall be provided in a multiple-occupant bedroom. A minimum of 100 square feet per resident shall be provided in a single-occupant bedroom.
- (8) Bathrooms shall have a minimum ratio of one toilet, one lavatory, and one tub or shower to each six residents.
- (9) The facility must be a structure type that is permitted in the zoning district in which the facility is proposed to be located.
- (10) No facility may be located within 660 feet of another facility, measured in a straight line between the nearest property lines of the lots upon which the respective facilities are located.

CHAPTER 15a. RESIDENTIAL FACILITIES FOR ELDERLY PERSONS

7-15a-3. Permitted or ~~e~~Conditional ~~u~~Use; ~~r~~Requirements.

- (1) A residential facility for elderly persons (for purposes of this Chapter, a “facility”) housing eight or fewer residents shall be a permitted use in any residential zoning district in which a single-family dwelling is a permitted primary use.
- (2) A facility housing more than eight residents shall be a conditional use in any residential zoning district.
- (3) Each facility shall comply with the following requirements.
 - (a) The facility shall comply with all building, safety, and health regulations applicable to the construction and habitation of dwellings.
 - (b) The facility shall comply with all of the provisions of this Title applicable to single-family dwellings, unless otherwise specified in this Chapter.
 - (c) Each facility located in a single-family zoning district (R1-7 through RR-5) shall comply with the single-family design standards contained in Chapter 7-11b of this Title.
 - (d) Each facility located in a multi-family zoning district (MR-25, [MR-20](#), MR-16, [MR-12](#), and MR-8) shall comply with the multi-family design standards contained in Chapter 7-11a of this Title.
 - (e) The minimum number of parking spaces required for a facility shall be as required in Chapter 7-4 of this Title.
 - (f) No more than four persons may be housed in a single bedroom.
 - (g) A minimum of 60 square feet per resident shall be provided in a multiple-occupant bedroom. A minimum of 100 square feet per resident shall be provided in a single-occupant bedroom.
 - (h) Bathrooms shall have a minimum ratio of one toilet, one lavatory, and one tub or shower to each six residents.
 - (i) The facility must be a structure type that is permitted in the zoning district in which the facility is proposed to be located.
 - (j) No facility with more than **8 eight** occupants may be located within 660 feet of another facility, measured in a straight line between the nearest property lines of the lots upon which the respective facilities are located.
 - (k) Placement in a facility shall not be a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility.

CHAPTER 13. ZONING DISTRICTS

7-13-1. Establishment of Zoning Districts.

- (1) In order to accomplish the purposes of this Title, Tooele City is hereby divided into the following zoning districts:
 - (a) Multi-Family Residential (MR-20~~5~~)
 - (b) Multi-Family Residential (MR-16);
 - (c) [*Multi-Family Residential \(MR-12\)*](#);
 - [\(d\)](#) Multi-Family Residential (MR-8);
 - ~~(e)~~ Medium Density Residential (R1-7);
 - ~~(e)~~ Medium Density Residential (R1-8);
 - ~~(f)~~ Medium Density Residential (R1-10);
 - ~~(g)~~ Low Density Residential (R1-12);
 - ~~(h)~~ Low Density Residential (R1-14);
 - ~~(i)~~ Low Density Residential (R1-30);
 - ~~(j)~~ Low Density Residential (RR-1);
 - ~~(k)~~ Low Density Residential (RR-5);
 - ~~(l)~~ Low Density Residential (RR-20);
 - ~~(m)~~ Multiple Use (MU-160);
 - ~~(n)~~ Mixed Use - General (MU-G);
 - ~~(o)~~ Mixed Use - Broadway (MU-B);
 - ~~(p)~~ Neighborhood Commercial (NC);
 - ~~(r)~~ General Commercial (GC);
 - ~~(s)~~ Regional Commercial (RC);
 - ~~(t)~~ Light Industrial (LI);
 - ~~(u)~~ Industrial (I);
 - ~~(v)~~ Research and Development (RD)
 - ~~(w)~~ Residential Special District (RSD); and,
 - ~~(w)~~ Commercial Special District (CSD).

CHAPTER 14. RESIDENTIAL ZONING DISTRICTS

7-14-1. Residential Zoning Districts.

In accordance with the requirement of the Utah Code that zoning within municipalities be by districts, Tooele City has established and identified on the Tooele City Zoning District Map the following residential zoning districts which govern the use, intensity, area and other requirements for the use of residential land as required by this Ordinance. The map accompanying this Ordinance, and incorporated herein by reference, identifies the location and extent of each residential zoning district within the City. All development, use, activity, and authorized permits and licenses shall adhere to all the provisions, standards, and requirements of the applicable zoning district.

To meet the purposes of this Ordinance, Tooele City is divided into the following residential and special purpose zoning districts:

- Multi-Family Residential (MR-20~~5~~)
- Multi-Family Residential (MR-16)
- [*Multi-Family Residential \(MR-12\)*](#)
- Multi-Family Residential (MR-8)
- Medium Density Residential (R1-7)
- Medium Density Residential (R1-8)
- Medium Density Residential (R1-10)
- Low Density Residential (R1-12)
- Low Density Residential (R1-14)
- Low Density Residential (R1-30)
- Low Density Residential (RR-1)

Low Density Residential (RR-5)
Low Density Residential (RR-20)
Multiple Use (MU-160)
In-Fill Overlay (IFO)
Residential Special District (RSD)

7-14-2. Residential Zoning Districts Purpose.

The residential zoning districts of Tooele City, and as presented in Table 1 and Table 2 are formulated and provided and achieve the following purposes:

- (1) The purpose of the ~~MR-205, MR-16, MR-12, and MR-8~~ Multi-Family Residential districts is to provide an environment and opportunities for high-density residential uses, primarily, apartments, condominiums and townhouses at varying levels of density determined by the individual zoning districts. ~~The purpose of the MR-16 Multi-Family Residential district is to provide an environment and opportunities for high-density residential uses, including primarily attached residential units, apartments, condominiums and townhouses with limited attached single-family dwellings. The purpose of the MR-8 Multi-Family Residential district is to provide an environment and opportunities for high-density residential uses, including attached single-family residential units, apartments, condominiums and townhouses. The~~ MR-8 zoning district is also intended to serve as a transitional district between principally single-family residential zoning districts and higher density multi-family zoning districts.
- (2) The Medium Density Residential Districts (**R1-7, R1-8, and R1-10**) are designed to provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City's residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single-family dwellings and two-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.
- (3) The Low Density Residential Districts (**R1-12, R1-14, R1-30, ~~RR-1, RR-5, RR-20~~**) provide for single-family residential areas and single family dwelling units on larger individual lots. ~~Additionally these districts are intended to allow and make available Rural Residential opportunities and agricultural uses protected from the encroachment of incompatible uses.~~
- (4) The Rural Density Residential Districts (**RR-1, RR-5, RR-20**) provide for single-family residential areas and single-family dwelling units on very large individual lots that support, allow, and make available Rural Residential opportunities and agricultural uses protected from the encroachment of incompatible uses.
- (5) The purpose of the Multiple Use District (**MU-160**) is to provide areas in mountain, hillside, canyon, valley, desert and other open and generally undeveloped lands where residential uses should be limited in order to protect the land resource, to limited demands for public facilities and services, to provide opportunities for forestry, agriculture, mining, wildlife habitat, and recreation, to avoid damage to water resources and water shed areas, and to protect the health and safety of the residents of the City and adjoining areas.
- (56) The purpose of the Residential Special District (**RSD**) is to provide a master planned, architecturally designed residential development where customized zoning requirements are developed and implemented to apply to a specific geographic area in order to permit flexibility and initiative to produce a unique, cohesive development to achieve the following:
 - (a) Protecting and enhancing the value of properties by encouraging the use of good design principles and concepts through development planning with full recognition of the significance and effect they can have on the proper planning and development of subject properties as well as adjacent and nearby properties;
 - (b) Provide a mechanism whereby reasonable and unique developments may be approved that provide a benefit to the development, the residents within the proposed development, and the community as a whole that may not be specifically possible under the base tenets of this Title.
 - (c) Encouraging and maintaining the orderly and harmonious appearance, attractiveness, and aesthetic development of structures and grounds;
 - (d) Providing a method whereby specific development plans, based upon City criteria and policy may, at the discretion of the City, be required for the systematic and orderly development of the city;
 - (e) Encouraging excellence of property development, compatible with plans and policies of the City, with due regard for the public and private interests involved; and

- (f) Ensuring that the public benefits derived from the beautification of developments and uses shall be protected by exercise of reasonable controls over the character and design of private buildings, structures and open spaces.

7-14-9. Keeping of Farm Animals and Pets.

- (1) Except as modified in subparagraph (2) applicable to pets, the following requirements apply to the keeping of farm animals within the residential zoning districts of the City:
 - (a) No farm animal(s) shall be kept on any lot in the MR-205, MR-16, [MR-12](#), MR-8, R1-7, R1-8, R1-10, R1-12, or R1-14 Districts or on any lot smaller than 30,000 square feet.
 - (b) The number of farm animals kept on any lot or parcel in the R1-30 District shall not exceed one farm animal unit, as defined herein, for each 10,000 square feet of lot or parcel size.
 - (c) Farm animals may be kept on any lot or parcel in the RR-1, RR-5, RR-20 and MU-160 districts without restriction to the number of farm animals, provided the keeping of farm animals in these districts does not constitute a nuisance as defined in the laws of the City.
 - (d) No farm animal(s) shall be kept on any lot or parcel where less than 20,000 square feet of the lot or parcel is used as livestock management, nor shall fractional animal units be permitted. Livestock management areas shall include all portions of the lot or parcel used as sheds, barns, coops, corrals, pastures, stables, gardens or cultivated grounds, where animal waste can be spread, but shall not include any area of the lot or parcel devoted to dwellings, sidewalks, driveways or lawns.
 - (e) One animal unit shall be any one (±) of the following: One cow, one horse, one donkey, four adult sheep, eight feeder lambs, four goats, or 12 fowl, together with the suckling offspring thereof.
 - (f) Structures shall be provided and maintained for all animals. Such structures shall be enclosed (fully or partially), roofed, and sited at the rear of the main building, and shall comply with all other setback and yard requirements for the district.
 - (g) The following additional requirements shall apply to the location of all pens, corrals, barns, stables, coops, and other structures for the confinement and keeping of animals:
 - (i) All such structures shall be setback at least 100 feet from all streets.
 - (ii) All such structures and buildings shall be located at least 50 feet from all dwellings located on adjoining lots or parcels, or if any adjoining lot or parcel does not have a dwelling located thereon, at least 30 feet from the property lines of the adjacent lot or parcel.
- (2) Pet rabbits, ducks, and chicken hens are permitted in the MR-205, MR-16, [MR-12](#), MR-8, R1-7, R1-8, R1-10, R1-12, and R1-14 Districts. No more than a total of six animals in any combination of rabbits, ducks, and chicken hens are allowed on any lot in these districts. Houses, cages, pens, coops, etc. shall be provided for all animals kept outdoors. As of January 1, 2017, a legal nonconforming rooster that dies or is removed from a property located in the above-enumerated zoning districts shall not be replaced.
- (3) Nuisance. In all zoning districts of the City, persons owning or harboring farm animals may not keep their animals in any manner that constitutes a nuisance as defined by City ordinance.

Residential Treatment Facilities and Program		C	<u>C</u>	C										C
Retirement Center		C	<u>C</u>	C	C	C	C	C	C					C
Sports Fields	C	C	<u>C</u>	C	C	C	C	C	C	C	C	C	C	C
Temporary Concessions Located in Public Parks	P	P	<u>P</u>	P	C	P	P	P	P	P	P	P	P	P
Temporary Construction Buildings and Storage	P	P	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P
Temporary Sales Office	P	P	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P
Temporary Seasonal Use											P	P	P	
Vacation Resort / Vacation Ranch													C	C

*1 Permitted Use with Conditions
**2 Home Office with No Customers Only

**TABLE 2
ALLOWED DENSITY**

	Residential Zoning Districts									
	High Density				Medium Density			Low Density		
	MR-205	MR-16	MR-12	MR-8	R1-7	R1-8	R1-10	R1-12	R1-14	R1-30
Zones b Being r Replaced by i nclusion		HDR, RM-16 (and proposed RM 12)		MDR, R2-8 (and proposed RM-10, RM-8)	R1-7	R1-8, R1-9 (and proposed RM-6)	R1-10 (and proposed RM-4)	R1-12	R1-14	RA1-30
Single Family Dwelling / Minimum Lot Size (square feet)	Not Permitted	Not Permitted	Not Permitted	Not Permitted	P / 7,000	P / 8,000	P / 10,000	P / 12,000	P / 14,000	P / 30,000
Two- f Family Dwelling / Minimum Lot Size (square feet)	Not Permitted	P / 10,000	P / 11,000	P / 12,000	P / 14,000	C / 16,000				
Multi- f Family Dwelling	P Maximum 205 Units Per Acre	P Maximum 16 ³ Units Per Acre ²	P Maximum 12 ³ Units Per Acre ²	P Maximum 8 Units Per Acre						
Multi-Family Dwelling Minimum Lot Size	No Minimum ⁴	No Minimum ⁴	No Minimum ⁴	No Minimum ⁴						
Maximum Dwelling Units Per Acre for PUD	205.0	16.0	12.0	8.0	5.0	4.0	3.5	3.0	2.5	1.2
Other Allowed Uses (Minimum Square Feet Required)	8,000	8,000	8,000	8,000	10,000	10,000	12,000	12,000	14,000	30,000

TABLE 2 (Continued)

	Residential Zoning Districts			
	<i>Low Rural Density</i>			<i>Multiple Use</i>
	RR-1	RR-5	RR-20	MU-160
Zones B Being R Replaced by I Inclusion	RR-1	RR-5	RR-20	MU-160
Single Family Dwelling / Minimum Lot Size (sq. ft.)	P / 1 acre	P / 5 acres	P / 20 acres	P / 160 acres
Two- f Family Dwelling L <i>Minimum Lot Size</i> <i>(square feet)</i>				
Multi- f Family Dwelling <i>Multi-Family Dwelling</i> <i>Minimum Lot Size</i>				
Maximum Dwelling Units Per Acre for PUD	1.0	0.2	0.05	0.0063
Other Allowed Uses (Minimum Square Feet Required)	43,560	5 acres	20 acres	160 acres

¹ Repealed.

² Multi-family residential projects in the MU-B zoning district proposed as a redevelopment of a registered historical building shall have no maximum density requirement as a permitted use subject to Note 1 of Table 4 of this Chapter.

³ Multi-family residential projects in the MU-B zoning district shall be a maximum of 25 dwelling units per acre.

⁴ See Table 4 of Chapter 7-14.

**TABLE 3
SITE PLANNING AND DEVELOPMENT STANDARDS FOR PRIMARY BUILDINGS AND STRUCTURES**

Standards	Residential Zoning District													
	MR-205	MR-16	MR-12	MR-8	R1-7	R1-8	R1-10	R1-12	R1-14	R1-30	RR-1	RR-5	RR-20	MU-160
Minimum Lot Width (at Front Property Line)	35 feet	35 feet	<u>35 feet</u>	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet	100 feet	200 feet	250 feet	1320 feet
Minimum Lot Width (Interior Lots at Front Setback, Single-Family)					60 feet	75 feet	85 feet	85 feet	90 feet	100 feet	100 feet	200 feet	250 feet	1320 feet
Minimum Lot Width ³ (Corner Lots at Front Setback on Each Frontage, Single-Family)					80 feet	90 feet	100 feet	110 feet	120 feet	120 feet	120 feet	200 feet	250 feet	1320 feet
Minimum Lot Width (at Front Setback, Two-Family)	60 feet	60 feet	<u>60 feet</u>	60 feet	60 feet	75 feet	85 feet	85 feet	90 feet	100 feet	100 feet	200 feet	250 feet	1320 feet
Minimum Lot Width (at Front Setback, All Other Residential Uses)	70 feet	70 feet	<u>75 feet</u>	75 feet	60 feet	75 feet	85 feet	85 feet	90 feet	100 feet	100 feet	200 feet	250 feet	1320 feet
Minimum Lot Width (at Front Setback, All Other Uses)	80 feet	80 feet	<u>80 feet</u>	80 feet	80 feet	80 feet	100 feet	100 feet	100 feet	100 feet	100 feet	200 feet	250 feet	1320 feet
Minimum Front Yard Setback	25 feet ²	25 feet ²	<u>25 feet²</u>	25 feet ²	20 feet	20 feet	25 feet	25 feet	25 feet	30 feet	30 feet	30 feet	30 feet	30 feet
Minimum Rear Yard Setback (Interior Lot)	20 feet ²	25 feet ²	<u>25 feet²</u>	25 feet ²	20 feet	20 feet	25 feet ¹	25 feet ¹	30 feet ¹	30 feet	30 feet	60 feet	60 feet	60 feet
Minimum Rear Yard Setback (Corner Lot)	20 feet ²	20 feet	<u>20 feet</u>	20 feet	20 feet	20 feet	30 feet ¹	30 feet ¹	30 feet ¹	30 feet	30 feet	60 feet	60 feet	60 feet
Minimum Side Yard Setback (Interior Lot)	10 feet ²	6 feet ²	<u>6 feet²</u>	6 feet ²	6 feet	8 feet	10 feet	10 feet	10 feet	12 feet	20 feet	20 feet	60 feet	60 feet
Minimum Side Yard Setback (Corner Lot)	15 feet ²	15 feet ²	<u>15 feet²</u>	15 feet ²	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet	30 feet	60 feet	60 feet	60 feet
Maximum/Minimum Building Height ⁴	45 feet / 1 story	35 feet / 1 story	<u>35 feet / 1 story</u>	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story	35 feet / 1 story
Total Lot Coverage (All Buildings)	40%	40%	<u>40%</u>	40%	35%	35%	35%	35%	35%	25%	20%	10%	10%	10%

¹ The minimum rear yard setback may be reduced by up to 25% for not more than 20% of the width of the rear yard, measured at the rear yard property line

- ² Multi-family developments subject to Chapter 7-11a of this Title shall follow setback requirements in Section 7-11a-6.
- ³ Minimum lot width for corner lots may be reduced to the minimum lot width requirement of interior lots when proper notation on the approved plat determines and restricts the orientation of the primary residential structure on the lot to that frontage only.
- ⁴ For churches and religious worship facilities over 50,000 square feet see Section 7-2-8.

**TABLE 4
MINIMUM DWELLING UNIT SIZE (Finished Square Feet)¹**

ZONING DISTRICT	ONE STORY (Includes Split Level and Split Entry)						TWO STORY (Total Both Levels)		
	With Single Covered Parking		With Single Garage		With Double + Garage		With Single Covered Parking	With Single Garage	With Double + Garage
	1 Bedroom Units ²	2+ Bedroom Units	1 Bedroom Units ²	2+ Bedroom Units	1 Bedroom Units ²	2+ Bedroom Units			
MR-20 ³	700	850	700	800	700	800	1000	1000	1000
MR-16 ³	700	850 ¹	700	800 ¹	700	800 ¹	1250	1165	1100
<u>MR-12³</u>	<u>700</u>	<u>850</u>	<u>700</u>	<u>800</u>	<u>700</u>	<u>800</u>	<u>1300</u>	<u>1200</u>	<u>1100</u>
MR-8 ³	700	850	700	800	700	800	1350	1250	1125
R1-7	900 <i>Not Permitted</i>		850 <i>Not Permitted</i>		800		1350 <i>Not Permitted</i>	1250 <i>Not Permitted</i>	1125
R1-8	1000 <i>Not Permitted</i>		950 <i>Not Permitted</i>		800		1500 <i>Not Permitted</i>	1375 <i>Not Permitted</i>	1250
R1-10	Not Permitted		Not Permitted		1300		Not Permitted	Not Permitted	1625
R1-12	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
R1-14	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
R1-30	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
RR-1	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
RR-5	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
RR-20	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
MU-160	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685

¹ The minimum dwelling unit size for a multi-family residential project proposed as a redevelopment of a registered historical building shall be 400 square feet when approved by the Planning Commission through design review in compliance with Title 7 Chapter 11 of the Tooele City Code.

² See Section 7-14-5.

³ For Multi-Family Dwelling Units Directly Associated with Residential Support Programs See Section 7-11a-2.

CHAPTER 15. RESIDENTIAL FACILITIES FOR PERSONS WITH A DISABILITY

7-15-3. Permitted ~~u~~Use; Requirements.

A residential facility for persons with a disability (for purposes of this Chapter, a “facility”) shall be a permitted use in any zoning district in which a dwelling is a permitted primary use. Each facility shall comply with the following requirements.

- (1) The facility shall comply with all building, safety, and health regulations applicable to the construction and habitation of dwellings.
- (2) The facility shall comply with all of the provisions of this Title applicable to dwellings, unless otherwise specified in this Chapter.
- (3) Each facility located in a single-family zoning district (R1-7 through RR-5) shall comply with the single-family design standards contained in Chapter 7-11b of this Title.
- (4) Each facility located in a multi-family zoning district (MR-205, MR-16, [MR-12](#), and MR-8) shall comply with the multi-family design standards contained in Chapter 7-11a of this Title.
- (5) The minimum number of parking spaces required for a facility shall be as required in Chapter 7-4 of this Title.
- (6) No more than four persons may be housed in a single bedroom.
- (7) A minimum of 60 square feet per resident shall be provided in a multiple-occupant bedroom. A minimum of 100 square feet per resident shall be provided in a single-occupant bedroom.
- (8) Bathrooms shall have a minimum ratio of one toilet, one lavatory, and one tub or shower to each six residents.
- (9) The facility must be a structure type that is permitted in the zoning district in which the facility is proposed to be located.
- (10) No facility may be located within 660 feet of another facility, measured in a straight line between the nearest property lines of the lots upon which the respective facilities are located.

CHAPTER 15a. RESIDENTIAL FACILITIES FOR ELDERLY PERSONS

7-15a-3. Permitted or ~~e~~Conditional ~~u~~Use; ~~r~~Requirements.

- (1) A residential facility for elderly persons (for purposes of this Chapter, a “facility”) housing eight or fewer residents shall be a permitted use in any residential zoning district in which a single-family dwelling is a permitted primary use.
- (2) A facility housing more than eight residents shall be a conditional use in any residential zoning district.
- (3) Each facility shall comply with the following requirements.
 - (a) The facility shall comply with all building, safety, and health regulations applicable to the construction and habitation of dwellings.
 - (b) The facility shall comply with all of the provisions of this Title applicable to single-family dwellings, unless otherwise specified in this Chapter.
 - (c) Each facility located in a single-family zoning district (R1-7 through RR-5) shall comply with the single-family design standards contained in Chapter 7-11b of this Title.
 - (d) Each facility located in a multi-family zoning district (MR-205, MR-16, [MR-12](#), and MR-8) shall comply with the multi-family design standards contained in Chapter 7-11a of this Title.
 - (e) The minimum number of parking spaces required for a facility shall be as required in Chapter 7-4 of this Title.
 - (f) No more than four persons may be housed in a single bedroom.
 - (g) A minimum of 60 square feet per resident shall be provided in a multiple-occupant bedroom. A minimum of 100 square feet per resident shall be provided in a single-occupant bedroom.
 - (h) Bathrooms shall have a minimum ratio of one toilet, one lavatory, and one tub or shower to each six residents.
 - (i) The facility must be a structure type that is permitted in the zoning district in which the facility is proposed to be located.
 - (j) No facility with more than **8 eight** occupants may be located within 660 feet of another facility, measured in a straight line between the nearest property lines of the lots upon which the respective facilities are located.
 - (k) Placement in a facility shall not be a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility.

TOOELE CITY COUNCIL

Date: April 11th, 2022

RE: Letter of Intent to acquire a portion of a city roadway.

90 N. MAIN ST.
TOOELE, UT 84074

Dear Tooele City Council:

The intent of this letter is to ask Tooele City for consideration to allow Bavarian Properties, LLC to acquire a portion of the city roadway where 2000 North meets the Eastside of SR-36 Highway and UDOT barriers. We are seeking only the portion that parallels the north side of our property end to end: parcel #10-021-F-0006 (Bavarian Properties, LLC) located at 310 E. 2000 N., Tooele. Lot 1 of Smart Subdivision.

If acquired, this portion of land would be utilized for parking by the current tenant LEC Cabinets. With no intent to obstruct the adjoining properties or roadways.

Directly north of the roadway exists a large gully for city water run-off and overflow, which leaves limited, if any, options for entry or use for adjoining properties.

Our goal is to incorporate and maintain this property with the vision to improve its functionality and preserve an appealing appearance for the main highway, community, and neighboring properties.

In year 2000 the proposed, then approved plans of the "Cooperative Corridor Preservation Agreement" between Tooele City, Property owners/developers, and UDOT resulted in the current T-Intersection at 2000 North which made it

necessary to re-aligning the westside of 2000 North to connect with SR-36 and provide access to Businesses, Hospital, and Homes for proposed development.

Due to the re-alignment of 2000 North on the westside of SR-36 and traffic flow along the Highway and bridge overpass. It is less likely the city will have the need to approve a future stop light or access directly from SR-36 to this section of property we are inquiring about.

We appreciate any consideration and welcome your questions.

Sincerely,



Eric Hadzik & Lisa Hadzik

lisa@hadzik.org

(435) 830-1188

Owners - Bavarian Properties, LLC

Owners - LEC Cabinets, LLC

2000 North

2000 North

City Roadway 2000 N.

Main St

S. R.: 30

Progress Way

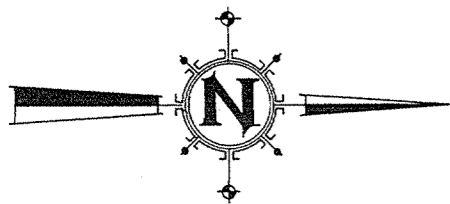
BAVARIAN PROPERTIES LLC
10-021-F-0006
R020873
0.65 Acres
310 E 2000 NORTH

MEH REAL ESTATE, LLC
02-126-0-0011
R021510
3.13 Acres
382 E 2000 NORTH

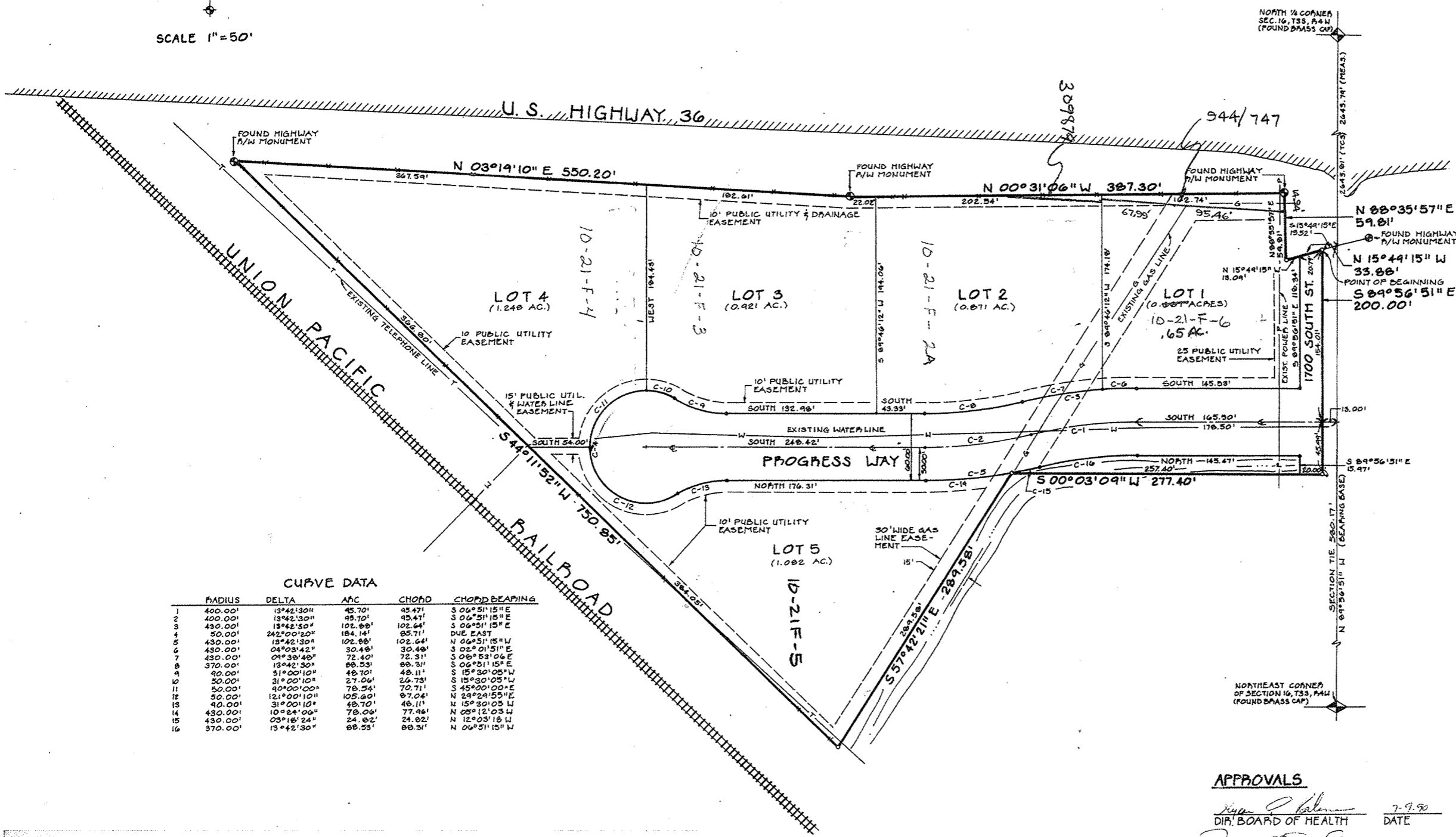
R & D RENTALS LLC
10-021-F-002A
R029668
0.867 Acres
1685 N PROGRESS WAY

SMART SUBDIVISION INDUSTRIAL PARK

A PART OF THE N.E. 1/4 OF SECTION 16, T3S, R4W, SLB 8 M.
TOOELE CITY, TOOELE COUNTY, UTAH



SCALE 1" = 50'



CURVE DATA				
RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	400.00'	13°42'30"	45.70'	45.47' S 06°51'15" E
2	400.00'	13°42'30"	45.70'	45.47' S 06°51'15" E
3	430.00'	13°42'30"	102.88'	102.44' DUE EAST
4	50.00'	242°02'30"	184.14'	85.71' DUE EAST
5	430.00'	13°42'30"	102.88'	102.44' N 04°51'15" W
6	430.00'	04°03'42"	30.48'	30.48' S 02°01'51" E
7	430.00'	04°03'42"	30.48'	30.48' S 02°01'51" E
8	370.00'	13°42'30"	86.55'	86.55' S 06°51'15" E
9	40.00'	31°00'10"	27.06'	27.06' S 15°30'05" W
10	50.00'	12°19'01"10"	105.60'	97.04' N 28°24'15" E
11	50.00'	31°00'10"	46.10'	46.10' S 15°30'05" E
12	40.00'	12°19'01"10"	105.60'	97.04' N 28°24'15" E
13	40.00'	31°00'10"	46.10'	46.10' S 15°30'05" E
14	430.00'	03°18'24"	24.82'	24.82' N 12°03'18" W
15	430.00'	03°18'24"	24.82'	24.82' N 12°03'18" W
16	370.00'	13°42'30"	86.55'	86.55' N 06°51'15" W

SURVEYOR'S CERTIFICATE

I, PAUL H. JUDD, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7100, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS SMART SUBDIVISION

BOUNDARY DESCRIPTION

A PART OF THE N.E. 1/4 OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN;
BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY 36 AND THE SOUTHERN RIGHT-OF-WAY LINE OF A TOOELE COUNTY ROAD, WHICH IS N 89°56'51" W 580.17 FT. ALONG THE SECTION LINE AND S 15°49'15" E 13.52 FT. ALONG SAID RIGHT-OF-WAY LINE FROM THE NORTHEAST CORNER OF SECTION 16; AND RUNNING THENCE S 29°56'51" E 200.00 FT. ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID TOOELE COUNTY ROAD; THENCE S 00°03'04" W 277.40 FT. MORE OR LESS TO A POINT ON THE CENTERLINE OF A MOUNTAIN FUEL SUPPLY COMPANY GAS LINE EASEMENT; THENCE S 57°42'21" E 289.59 FT. ALONG SAID CENTERLINE TO A POINT ON THE WESTERN BOUNDARY OF A UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S 44°11'52" W 150.85 FT. ALONG SAID RIGHT-OF-WAY TO A FOUND HIGHWAY RIGHT-OF-WAY MONUMENT MARKING THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY 36; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: N 03°19'10" E 550.20 FT. TO A FOUND HIGHWAY RIGHT-OF-WAY MONUMENT; N 00°31'06" W 387.30 FT. TO A FOUND HIGHWAY RIGHT-OF-WAY MONUMENT; N 08°55'57" E 59.81 FT.; AND N 15°49'15" W 33.88 FT. TO THE POINT OF BEGINNING.
CONTAINS 5.902 ACRES

BASE OF BEARING: N 89°56'51" W ALONG THE SECTION LINE BETWEEN THE NE. COR. AND THE N 1/4 COR. OF SEC. 16, T3S, R4W, S.L.B. 8 M.

DATE Nov. 24, 1987
Paul H. Judd
PAUL H. JUDD
UTAH REGISTERED
LAND SURVEYOR
LICENSE NO. 7100

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER, OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

SMART SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAN AS INTENDED FOR PUBLIC USE. IN WITNESS WHEREOF I HAVE HEREUNTO SET OUR HANDS THIS 13th DAY OF July A.D. 1988.

ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF Tooele } 55.

ON THIS 13th DAY OF July, 1988, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF Tooele, STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION, L IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT HE SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC Douglas A. Whitton
RESIDING IN Tooele County, Utah
MY COMMISSION EXPIRES 11-20-92

RECORDED NO. 035230
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF Neil Smart
DATE 7/12/88 TIME 4:08 PM BOOK 305 PAGE 172 FEE 22.50
Kathleen Peckley, Deputy
TOOELE COUNTY RECORDER

ADDRESSES CHANGED #109780

APPROVED AS TO FORM
APPROVED AS TO FORM THIS 12th DAY OF August, 1988.
Douglas A. Whitton
TOOELE CITY ATTORNEY

CITY PLANNING APPROVAL
APPROVED THIS 21st DAY OF November, 1987, BY THE TOOELE CITY PLANNING COMMISSION.
Raymond Johnson
CHAIRMAN

CITY ENGINEERING APPROVAL
APPROVED THIS 19th DAY OF August, 1988.
Robert W. Johnson
TOOELE PUBLIC WORKS DIRECTOR

APPROVAL AND ACCEPTANCE

PRESENTED TO THE TOOELE CITY COUNCIL THIS 6th DAY OF April, 1988 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
David Jackson Mayor
Raymond Johnson City Planning Director
Robert W. Johnson Public Works Director
William H. Johnson City Engineer
ATTEST: Paul H. Judd
TOOELE CITY RECORDER

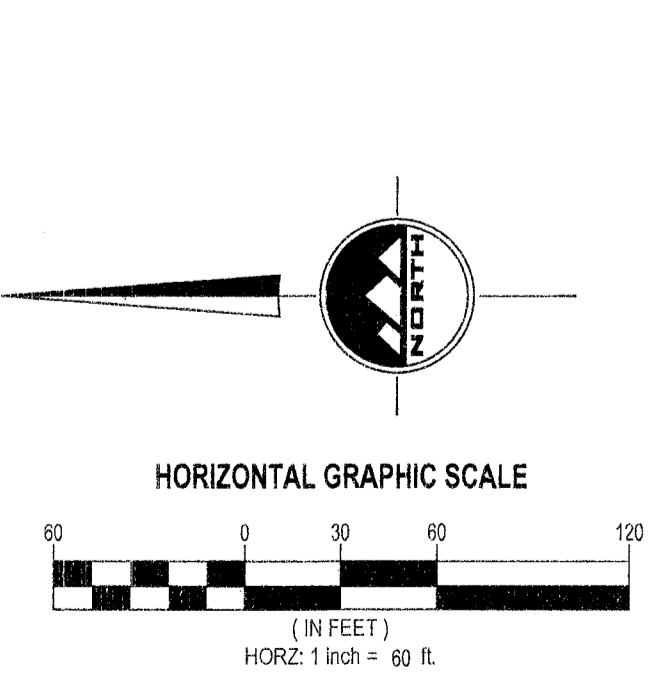
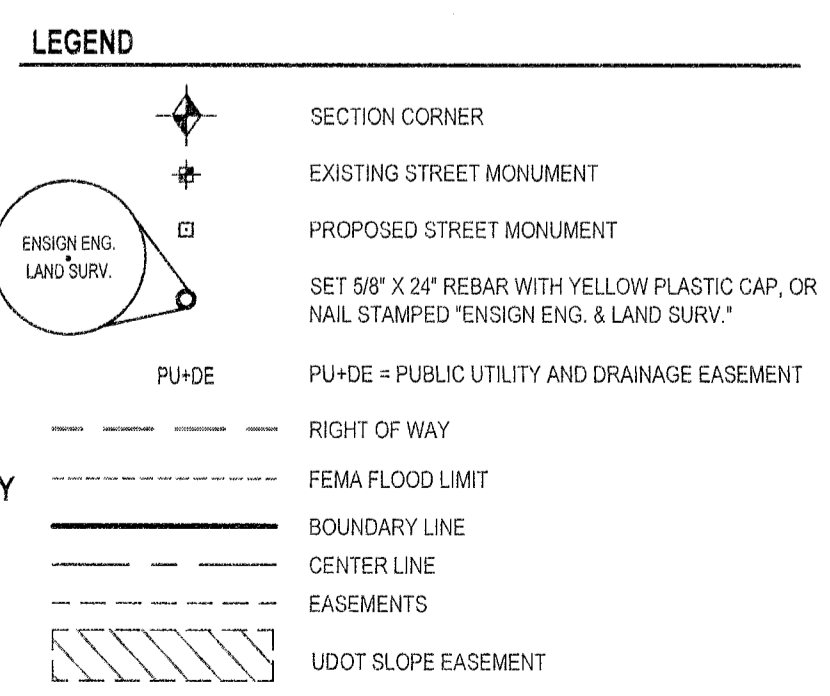
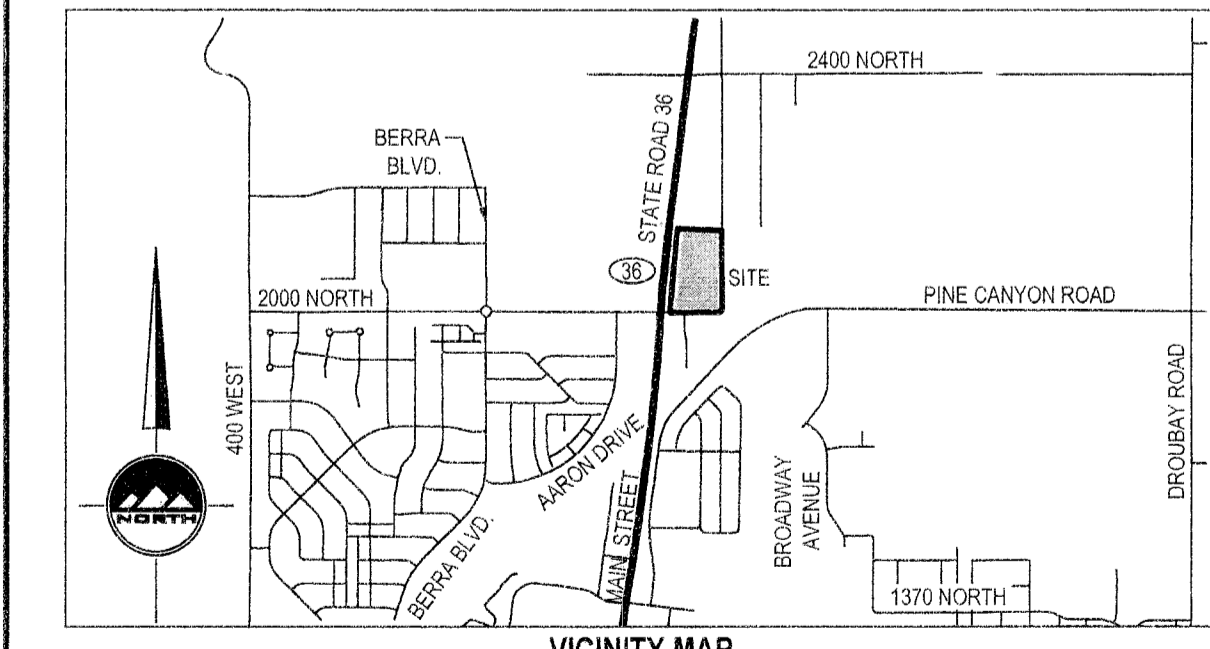
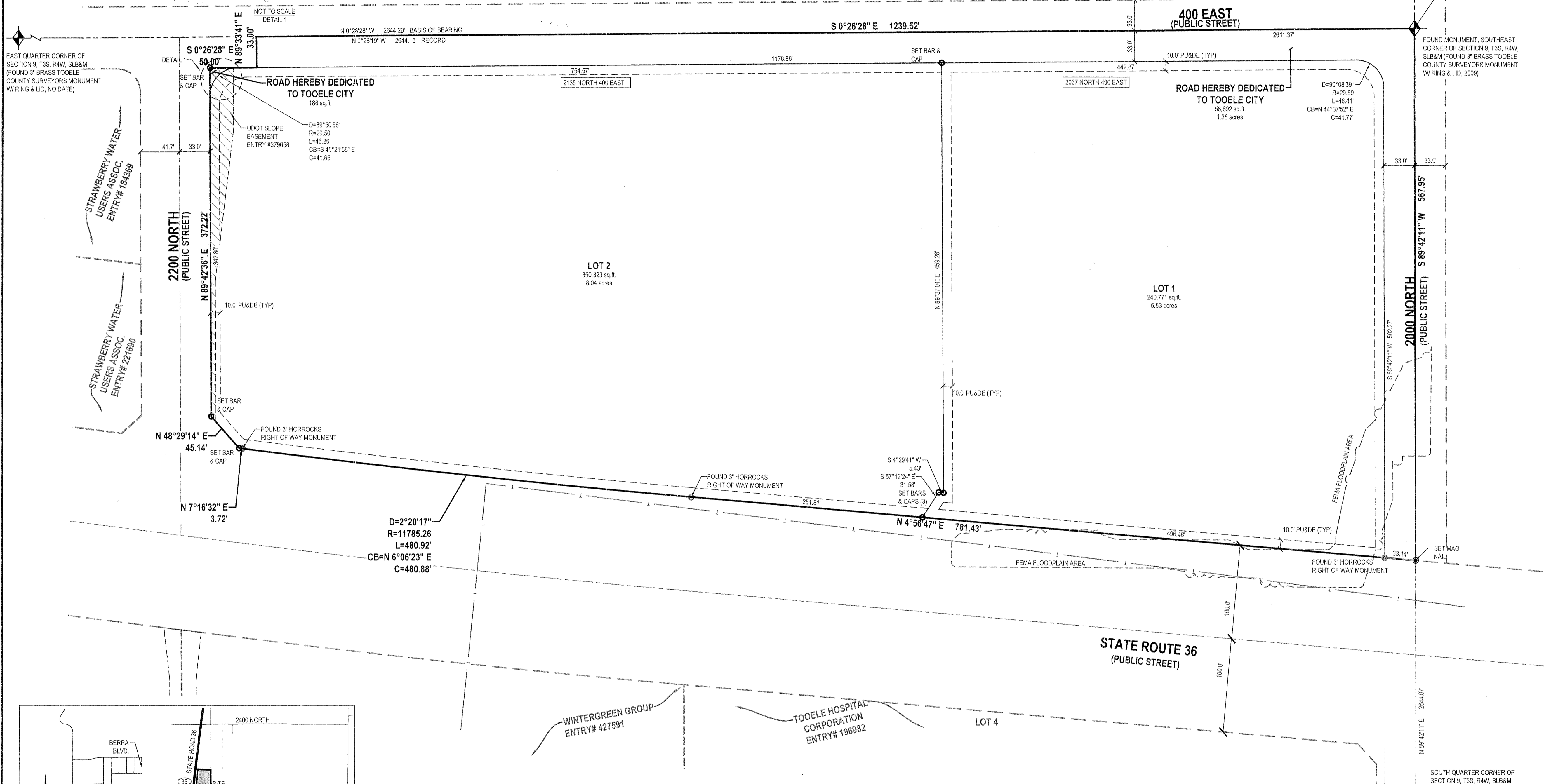
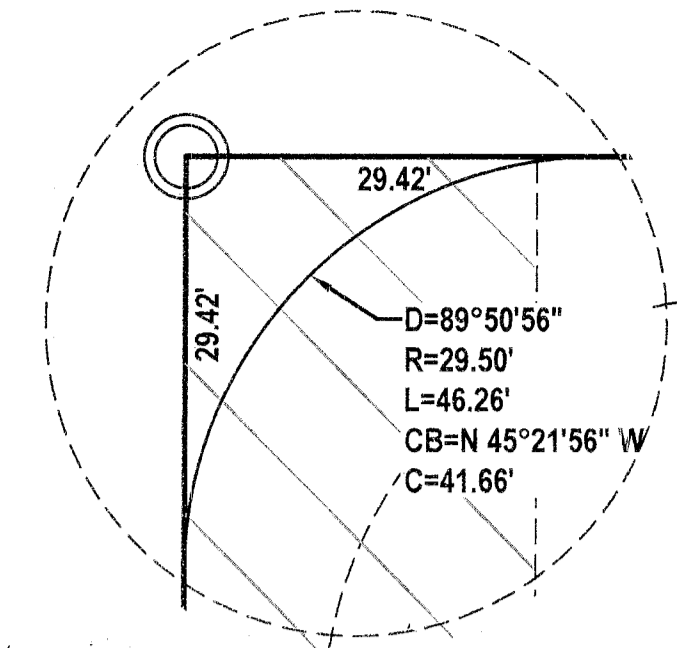
APPROVALS
James P. Johnson 7-9-90
DIR. BOARD OF HEALTH DATE
Neil Smart 8-19-88
DIR. FLOOD CONTROL DEPT. DATE
Douglas A. Whitton 6/27/90
CHIEF OF POLICE DATE
Robert W. Johnson 6/7/90
FIRE CHIEF DATE
William H. Johnson 7/3/90
SCHOOL SUPT. DATE

10-21-F-2A 7/14/88 LMO

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

FINAL PLAT SR-36 SELF STORAGE MINOR SUBDIVISION

LOCATED IN THE SOUTHEAST CORNER
OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 4
WEST, SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH



SURVEYOR'S CERTIFICATE
I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 334575, as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SR-36 SELF STORAGE MINOR SUBDIVISION, and that the same has been correctly surveyed and monumented on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

The basis of bearing for this survey is the line between the found monuments at the East Quarter Corner and the Southeast Corner of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian, with a record bearing and distance of North 0°26'19\"/>

BOUNDARY DESCRIPTION
A parcel of land, situated in the Southeast Quarter of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Utah, more particularly described as follows:
Beginning at the found monument at the Southeast Corner of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:
thence South 89°42'11\"/>

thence South 89°42'11\"/>

Contains 649,971 square feet or 14.92 acres.

OWNER'S DEDICATION AND CONSENT TO RECORD
Known all men by these present that the undersigned are the owner(s) of the herein described tract of land and hereby cause the same to be divided into lots and streets together with easements as set forth hereafter to be known as:
SR-36 SELF STORAGE MINOR SUBDIVISION
The undersigned owner(s) hereby dedicate to Tooele City all those parts or portions of said tract of land on said plat designated hereon as streets, the same to be used as public thoroughfares forever. The undersigned owners also hereby convey to Tooele City and to any public utility companies a perpetual, non-exclusive easement over the public utility and drainage easements shown on this plat, the same to be used for drainage and for the installation, maintenance and operation of public utility service lines and facilities.

In witness whereof I have hereunto set my / our hand this 5th day of October, A.D. 2020.

By Kelly Gallacher,
SR-36 Self Storage LLC.
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of TOOELE
On the 5th day of October, A.D. 2020,
I, Stacy M. Maples, Notary Public, in and for said County of Utah,
personally appeared before me, the undersigned Notary Public, in and for said County of Utah,
who after being duly sworn, acknowledged to me that He/She is the Managing member
of SR-36 Self Storage Minor Subdivision LLC a Limited
Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for
the purposes therein mentioned and acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES: 6-17-24
Stacy M. Maples RESIDING IN Utah COUNTY, UTAH.
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of TOOELE
On the 6th day of October, A.D. 2020,
I, Butch Johnson, Notary Public, in and for said County of Palo Pinto,
personally appeared before me, the undersigned Notary Public, in and for said County of Palo Pinto,
who after being duly sworn, acknowledged to me that He/She is the Managing Partner
of W21 Watergreen Group LLC a Limited
Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for
the purposes therein mentioned and acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES: 11-19-2023
Stacy M. Maples RESIDING IN Palo Pinto
NOTARY PUBLIC

FINAL PLAT SR-36 SELF STORAGE MINOR SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE
AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

ENSIGN
TOOELE
159 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435.843.3590
Fax: 435.578.0108
WWW.ENSIGNENG.COM

PLANNING COMMISSION APPROVAL
APPROVED THIS 14th DAY OF OCTOBER, 2020
BY THE TOOELE CITY PLANNING COMMISSION.
[Signature]
CHAIRMAN TOOELE CITY PLANNING COMMISSION

COUNTY HEALTH DEPARTMENT
APPROVED THIS 5th DAY OF OCTOBER, 2020
BY THE TOOELE COUNTY HEALTH DEPARTMENT.
[Signature]
TOOELE COUNTY HEALTH DEPARTMENT

CITY ATTORNEY
APPROVED AS TO FORM THIS 2 DAY OF MARCH, 2021.
[Signature]
TOOELE CITY ATTORNEY

DEVELOPER
KELLY GALLACHER
3114 EAST HUNTERS RIDGE WAY
HEBER CITY, UTAH 84032
916-719-0733

COUNTY TREASURER APPROVAL
APPROVED AS TO FORM THIS 3rd DAY OF OCTOBER, 2020
BY THE TOOELE COUNTY TREASURER.
[Signature]
TOOELE COUNTY TREASURER

COUNTY SURVEY DEPARTMENT APPROVAL
APPROVED THIS 2nd DAY OF OCTOBER, 2020
BY THE TOOELE COUNTY SURVEY DEPARTMENT.
RECORD OF SURVEY FILE # 2018-0079-01, 2020-0074-01
[Signature]
TOOELE COUNTY SURVEY DIRECTOR

DOMINION ENERGY
DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNER'S DEDICATION AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-395-8532.
APPROVED THIS 2nd DAY OF OCTOBER, 2020
BY [Signature]
TITLE: Proc. Construction Rep.

CITY COUNCIL
APPROVED AS TO FORM ON THIS 21st DAY OF OCTOBER, A.D. 2020.
[Signature]
TOOELE CITY COUNCIL

COMMUNITY DEVELOPMENT
APPROVED AS TO FORM ON THIS 5th DAY OF MARCH, A.D. 2021.
[Signature]
TOOELE CITY COMMUNITY DEVELOPMENT

CITY ENGINEER
APPROVED AS TO FORM THIS 16th DAY OF NOVEMBER, 2020.
[Signature]
TOOELE CITY ENGINEER

TOOELE COUNTY RECORDER
RECORDED # 531044
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
REQUEST OF: SR-36 Self Storage, LLC
DATE: 3/10/21 TIME: 2:20 p.m.
5420 FEES
[Signature]
TOOELE COUNTY RECORDER

ROCKY MOUNTAIN POWER COMPANY
1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27A-302A(4)(C) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
(4) ANY OTHER PROVISION OF LAW.
APPROVED THIS 2nd DAY OF OCTOBER, 2020
ROCKY MOUNTAIN POWER
BY: [Signature]
TITLE: Operations Manager

SHEET 1 OF 1
PROJECT NUMBER: 98157P
MANAGER: D. KINSMAN
DRAWN BY: J. HOWLAND
CHECKED BY: D. KINSMAN
DATE: 2020-09-23

TOOELE CITY CORPORATION

RESOLUTION 2022-28

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A LEASE AGREEMENT WITH THE BIT N' SPUR RIDING CLUB.

WHEREAS, sometime prior to October 26, 1946, the Bit N' Spur Riding Club ("Club") or its predecessor entities owned Blocks 63, 64, and 65, Plat A, of the Tooele City Survey in Tooele City ("Premises") and conveyed the Premises to Tooele City; and,

WHEREAS, pursuant to that certain *Agreement* dated October 26, 1946, between the Parties, the Club leased the Premises from the City for a term of 50 years; and,

WHEREAS, the Parties entered into that certain *Agreement* dated March 22, 1965, with a term of 31 years, which terminated, replaced, and superseded the 1946 Agreement; and,

WHEREAS, the Parties entered into that certain *1983 Bit and Spur Lease Agreement* dated December 22, 1983, with a term of 50 years, which terminated, replaced, and superseded the 1965 Agreement; and,

WHEREAS, the City and Tooele County entered into that certain *Tooele City-County Multi-Purpose Recreation Complex Cooperative Agreement*, dated April 6, 1983 ("1983 Interlocal Agreement"), to which the Club was not a party, but under which the Club enjoyed priority of scheduling events on the Premises, and which was terminated on March 17, 1999, by that certain *Agreement Terminating April 6, 1983 Tooele City-County Multi-Purpose Recreation Complex Cooperative Agreement* between the City and the County; and,

WHEREAS, the Parties acknowledge the long-standing historic use of the Premises for recreational and equestrian activities and events, and desire the equestrian tradition to continue on the Premises, and the Parties now desire to enter into a new lease agreement, attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Bit N' Spur Riding Club "Lease Agreement" attached hereto as Exhibit A is hereby approved, and that the Mayor is hereby authorized to execute the Lease Agreement on behalf of Tooele City.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2022.

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

Lease Agreement

LEASE AGREEMENT

This Lease Agreement (“Agreement” or “2022 Lease”) is entered into this ___ day of _____, 2022, (“Effective Date”) by and between Lessor TOOELE CITY CORPORATION, a charter city and municipal corporation of the State of Utah, (“City”), and Lessee TOOELE BIT N’ SPUR RIDING CLUB, LLC, a Utah limited liability company (“Club”; together the “Parties”).

RECITALS

WHEREAS, sometime prior to October 26, 1946, the Club or its predecessor entity owned Blocks 63, 64, and 65, Plat A, of the Tooele City Survey in Tooele City (“Premises”) and conveyed the Premises to the City; and,

WHEREAS, pursuant to that certain *Agreement* dated October 26, 1946, (“1946 Lease”) between the Parties, the Club leased the Premises from the City for a term of 50 years; and,

WHEREAS, the Parties entered into that certain *Agreement* dated March 22, 1965, (“1965 Lease”) with a term of 31 years, which terminated, replaced, and superseded the 1946 Agreement; and,

WHEREAS, the Parties entered into that certain *1983 Bit and Spur Lease Agreement* dated December 22, 1983, (“1983 Lease”) with a term of 50 years, which terminated, replaced, and superseded the 1965 Agreement; and,

WHEREAS, the City and Tooele County entered into that certain *Tooele City-County Multi-Purpose Recreation Complex Cooperative Agreement*, dated April 6, 1983 (“1983 Interlocal Agreement”), to which the Club was not a party, but under which the Club enjoyed priority of scheduling events on the Premises, and which was terminated on March 17, 1999, by that certain *Agreement Terminating April 6, 1983 Tooele City-County Multi-Purpose Recreation Complex Cooperative Agreement* between the City and the County; and,

WHEREAS, the Parties acknowledge the long-standing historic use of the Premises for recreational and equestrian activities and events, and desire the equestrian tradition to continue on the Premises, and the Parties now desire to enter into the 2022 Lease.

AGREEMENT

- 1) Global Consideration. The Parties acknowledge the various considerations described in this Agreement as being sufficient and acceptable for the agreements and promises contained in this Agreement, individually and in their aggregate.
- 2) Premises. The Premises leased by the City to the Club shall be all of Blocks 63, 64, and 65, Plat A, Tooele City Survey in Tooele City, as illustrated in Exhibit A, less and excepting the Well Protection Area, also illustrated in Exhibit A. Lessee accepts the Premises “as is” with no representations or warranties.

- 3) **Well Protection Area.** The Well Protection Area, an area of 100-foot radius illustrated on Exhibit A, is a groundwater protection zone containing a fenced pump house and well, and an observation well exterior to the pump house fence, all City-owned. The Club agrees to not conduct, or allow to be conducted, any uses prohibited within the groundwater protection zone. The Club shall take care to protect the observation well from damage by Club activities.
- 4) **Well Protection Area Access.** The City reserves to itself the right to access the Well Protection Area through the access illustrated in Exhibit A.
- 5) **Fencing.** The Club may fence the premises at the Club's cost, and shall maintain in good condition all fencing and gates installed. The Club may install a gate across the Well Protection Area access so long as the gate is of sufficient size to reasonably accommodate City utility vehicles. The City may install its own lock connecting to the Club lock in a lock series.
- 6) **Utility Access.** The City reserves to itself ownership and access rights for all City-owned and operated utility facilities, including water lines and sewer lines, on and through the Premises. Reasonable access is reserved for any private utilities that may traverse the Premises. The utility facilities known to the City, both public and private, are illustrated in Exhibit A in their approximate locations.
- 7) **Term.** The term of this Agreement is 25 years. The Club may renew this 2022 Lease for up to two (2) additional 25-year terms by delivering to the Tooele City Mayor's office a written notice of term renewal no less than sixty (60) days prior to the expiration of any term. Absent timely renewal, this 2022 Lease shall terminate automatically at midnight on the ___ day of _____, 2047.
- 8) **Rent.** Within thirty (30) days of the Effective Date, the Club shall pay the one-time rent of \$50 for the 25-year term of this Agreement, with an additional \$50 rent per renewal term.
- 9) **Improvements.** The Club may make improvements to the Premises, including the construction of buildings and fixtures. The Club shall assume all responsibility for, and bear all costs associated with, the improvements. The City shall have no obligation to make improvements to the Premises. Upon the expiration of this Agreement, or the termination of this Agreement after an Event of Default, all fixtures and buildings on the Premises that the Club does not remove shall become part of the Premises and owned by the City.
- 10) **Maintenance.** The Club shall maintain the Premises and its improvements in good condition and at its cost. Maintenance shall include compliance with all Tooele City laws and regulations. The City shall have no obligation to maintain the Premises or its improvements.
- 11) **Club Utilities.** The Club shall be responsible for all utility accounts and connections and pay all connection and usage costs and rates, including for water and sewer service, and for garbage removal.
- 12) **Allowed Uses.** The Club may use the Premises for equestrian activities and events, including accessory and incidental uses, compliant with Tooele City land use regulations. Incidental uses may include community, holiday, and other similar activities and events. The Club may not use the Premises for illegal uses.
- 13) **Exclusive Use.** Subject to the terms of this Agreement, the Club shall have exclusive use of the Premises.

- 14) Termination. The City may terminate this 2022 Lease upon any event of default which the Club does not timely cure under the terms of this Agreement.
- 15) Insurance. The Club shall at all times during the 2022 Lease maintain uninterrupted commercial liability and property insurance on the Premises, naming Tooele City Corporation as an additional insured, for the minimum amounts of \$2 million aggregate and \$1 million each occurrence. The Club shall furnish to the City within 30 days of the Effective Date, and at any time requested thereafter, proof of adequate insurance. The insurance is to be provided by an insurance company with a rating of A or higher.
- 16) Event of Default. The following shall constitute Events of Default, any one or more of which shall be grounds for termination:
- a) Rent. Failure to timely pay rent.
 - b) Sublease. Subleasing the Premises.
 - c) Assignment. Purporting to assign this 2022 Lease.
 - d) Insurance.
 - i) Failing to maintain the required commercial liability insurance, with Tooele City as an additional named insured, at all times during any term of the 2022 Lease.
 - ii) Failing to provide evidence of the required insurance as required under this 2022 Lease.
 - e) Maintenance. Failure to maintain the Premises and its improvements in a safe and aesthetic manner.
 - f) Nuisance. Allowing a public nuisance, as defined by Tooele City and/or State of Utah law.
 - g) IRS Status. Loss of the Club's 501(c)(3) status, by IRS revocation, lapse, or otherwise.
 - h) Registration.
 - i) Failure to maintain the Club in good standing on the records of the Utah Division of Corporations.
 - ii) Failure to file annual reports to the Division.
 - i) Illegal Uses. Use of the Premises for illegal uses.
 - j) Well Protection Area. Conducting prohibited activities within the groundwater protection zone shown on Exhibit A.
 - k) Dissolution. Dissolution of the Club, or adjudged insolvency or bankruptcy.
 - l) Abandonment. Abandonment of Club events on the Premises for a period of 24 or more consecutive months.
 - m) Other. Noncompliance with any provision of this 2022 Lease.
 - n) Failure to Cure. The failure to cure any event of default.
- 17) Cure of Default. Upon the occurrence of an event of default, the City shall provide written notice to the Club, at the address provided herein, of the event of default. Notice shall be deemed delivered on the third day after mailing by U.S. mail, or on the date of personal delivery. The Club shall then have thirty (30) days to cure the default. If the Club contests the

notice of default, or if the City contests the adequacy of a cure, or in the event of any other dispute, the Parties shall resolve the dispute as provided herein.

18) Survival. The following provisions shall survive any termination of this Agreement:

- a) Indemnification
- b) Utility Easements
- c) Prior Agreements Terminated
- d) Waiver of Jury Trial
- e) Dispute Resolution

19) Indemnification. The Club and its officers, agents, directors, employees, contractors, members, and member invitees (“Club Indemnitors”) shall indemnify the City against any claims arising from the negligent or intentional acts or omissions of the Club or Club Indemnitors.

20) Dispute Resolution. The Parties shall confer informally to resolve any dispute between them over the subject matter of this 2022 Lease. Failing resolution after informal meeting, the Parties shall then engage in good-faith non-binding mediation. Should mediation fail, the Parties may avail themselves of all legal and equitable remedies, subject to the provisions of this Agreement.

21) Notices. All notices, demands, requests, or other communications required or permitted by this Lease shall be in writing and effective when received, and delivery shall be made personally, or by registered or certified mail, return receipt requested, postage prepaid, or overnight courier, addressed as follows:

TOOELE CITY CORPORATION
Attention: Mayor
90 North Main
Tooele, UT 84074

BIT N SPUR RIDING CLUB LLC
Attention:

22) Defined Terms. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings given to them in the Agreement, which terms are incorporated by reference herein.

23) Prior Agreements Terminated. The Parties do hereby rescind, terminate, and cancel all prior agreements regarding the subject matter of this Agreement, including specifically the 1946 Lease, 1965 Lease, 1983 Lease, and 1983 Interlocal Agreement, and do extinguish all prior rights and obligations contained therein.

24) Entire Agreement. This Agreement constitutes the final expression of the Parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, negotiations, discussions, and understandings between the Parties and/or their respective counsel with respect to the subject matter covered hereby.

25) Force Majeure: If the Parties’ respective obligations under this Agreement are rendered impossible or hazardous or are otherwise prevented or impaired due to accident, interruption, or failure as related to acts of God, riots, strikes, labor difficulties, epidemics, pandemics, earthquakes, any act or order of any public authority, and/or act of terrorism, beyond the control

of the Parties, then the respective applicable obligations with respect to the performance of this Agreement shall be excused and the Parties shall have no liability to each other in connection therewith.

- 26) Limitation of Remedies. Lessee hereby waives any right to recover money damages, except direct damages, from Lessor for breach or termination of this Agreement.
- 27) Waiver of Jury Trial. The Parties waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement and the transactions contemplated herein.
- 28) Authority. The individuals executing this Agreement represent and warrant to the Parties that they possess the legal authority to execute this Agreement pursuant to the terms herein, such authority being granted and evidenced by duly adopted Resolution of each of the Parties.
- 29) No Third-Party Beneficiaries. Nothing in this Agreement is intended for the benefit of any party except for the named Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligation any of the Parties to, any person or entity other than to each other.
- 30) No Assignment. This Agreement is not assignable.
- 31) Attorney Fees. In any proceeding or action arising out of this Agreement, each of the Parties shall pay its own attorney fees and costs.
- 32) Construction of Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Utah, without giving effect to conflict of law principles. The terms of this Agreement have been negotiated by the Parties at arm's length, and the language of the Agreement shall not be construed in favor of or against any particular party.
- 33) Headings. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, interpretation, or construction of any of the terms or provisions of this Agreement or the intent hereof.
- 34) Mutual Participation in Document Preparation. Each of the Parties has participated materially in the negotiation and preparation of this Agreement and any related items. In the event of a dispute concerning the interpretation of any provision of this Agreement or any related item, both parties will be deemed to have jointly drafted this document and the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.
- 35) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Signature and acknowledgement pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document.
- 36) Facsimile Signatures. Facsimile signatures in one or more counterparts of this Agreement shall be binding.
- 37) Amendment to Agreement. The Parties may amend this Agreement at any time. Any amendment to this Agreement must be in a writing and signed by duly authorized

representatives of all of the Parties hereto, in conformance with state and local law, and affirmatively stating the intent of the Parties to amend this Agreement.

Now, therefore, this Agreement is hereby signed by the Parties:

TOOELE CITY CORPORATION

TOOELE BIT N' SPUR RIDING CLUB, LLC

Debra E. Winn, Mayor

_____, 2022 President

Attest

Michelle Y. Pitt, City Recorder

Approved as to Form

Roger Evans Baker, City Attorney

Exhibit A

Leased Premises

Well Protection Area

Well Protection Area Access

Groundwater Protection Zone

Existing Utilities

EXISTING SEWER LINE
(TYPICAL)

PREMISES BOUNDARY

EXISTING WATER LINE

DRAIN LINE

WELL ACCESS

EXISTING SEWER LINE

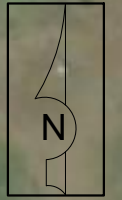
RODEO
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WELL
PROTECTION
AREA

350 WEST

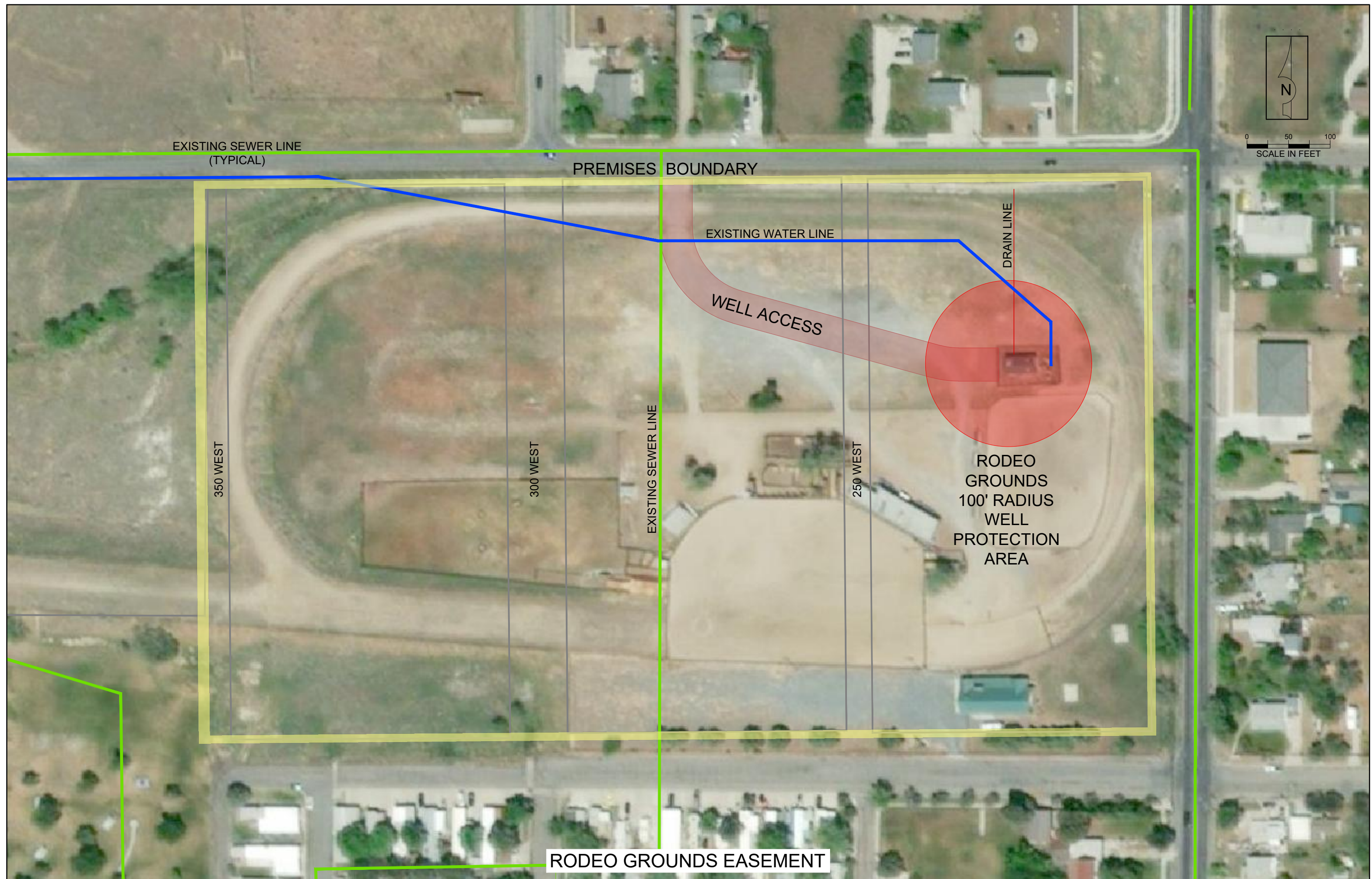
300 WEST

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0 50 100
SCALE IN FEET



TOOELE CITY CORPORATION

RESOLUTION 2022-29

A RESOLUTION OF THE TOOELE CITY COUNCIL REVISING ITS POLICY ON PAYMENT MADE IN LIEU OF WATER RIGHTS CONVEYANCE.

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

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

WHEREAS, the City Council adopted the referenced fee-in-lieu policy in 2007, revised the policy in 2008; and,

WHEREAS, on April 1, 2015, the City Council passed Resolution 2015-07, adopting a revised and expanded fee-in-lieu policy, which remains the current policy (see the 2015 Policy attached as Exhibit A, and the April 1, 2015, City Council meeting minutes attached as Exhibit B); and,

WHEREAS, the 2015 Policy recognized that for a homeowner to obtain on the market a water right, or a portion of a water right, for a single home, and to go through the Division of Water Rights change application process, could be time-consuming, disproportionately expensive, impractical, and a disincentive to in-fill development, and therefore allowed the payment of a fee-in-lieu for that single home (see Exhibit A); and,

WHEREAS, in addition, the 2015 Policy recognized the potential economic and general fiscal and other benefits of economic development and non-residential development, allowing the payment of a fee in lieu of water rights conveyance upon an examination of the particularized benefits of any particular development, retaining discretion to the City (see Exhibit A); and,

WHEREAS, the market price for a water right in the Tooele valley 20 years ago was in the neighborhood of \$2,000 per acre-foot, while the market price in 2015 approached \$15,000 per acre-foot; and,

WHEREAS, in adopting the 2015 Policy, the City Council established the fee-in-lieu at \$15,000 per acre-foot of municipal water right in recognition of the diminishing

supply and increasing demand for water rights, and wanted neither to subsidize the price of water rights locally nor to disincentivize commercial development nor to set the price artificially high so as to affect the market price; and,

WHEREAS, it is widely recognized that water rights available for development in Tooele City are today in extremely limited supply, so much so that a number of approved developments are stalled for the inability to obtain water rights; and,

WHEREAS, Tooele City has a limited number of water rights that are not committed by land use approval, development agreement, settlement agreement, or public uses, and must exercise caution in adopting or revising a fee-in-lieu policy; and,

WHEREAS, it has not been, and is not now, Tooele City's intention to use the 2015 Policy as a means of generating revenue to supplement the general fund, the enterprise funds, or otherwise—to the contrary fee-in-lieu revenues are deposited in an account reserved for the acquisition and management of water rights; and,

WHEREAS, in light of the current water market, housing market, and other market conditions, local and regional, the City Council desires to revise the 2015 Policy to incentivize water rights buyers to explore the water rights market and to disincentivize developers from relying on Tooele City's limited water rights inventory for their development needs; and,

WHEREAS, the City Council desires to establish the fee-in-lieu price at \$35,000 per acre-foot of municipal water rights; and,

WHEREAS, the City Council asserts that the \$35,000 per-acre price should not be considered Tooele City's opinion of the market value of municipal water rights, and Tooele City does not desire or intend to affect the market value by setting the fee-in-lieu price at \$35,000 per acre-foot, but rather that the price should be considered the City Council's policy determination, in its legislative discretion, about whether and how to use its limited inventory of water rights to encourage certain development which will provide a broad range of economic development benefits to the City; and,

WHEREAS, Tooele City continues to actively pursue water rights acquisition and development, as well as water source acquisition and development, in order to allow Tooele City to grow and to not stagnate:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the 2015 Policy is hereby revised to establish the fee-in-lieu price at \$35,000 per acre-foot of municipal water rights.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this
____ day of _____, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

2015 Fee-in-lieu Policy

City Council Policy

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

Effective Date: April 1, 2015

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

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

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

Residential Development. Beginning on the Effective Date, Tooele City will allow owners of existing parcels of record that are not part of a recorded subdivision, and owners of single lots subdivided from those existing parcels through two-lot subdivisions (e.g., a lot split), to pay a fee (the “Fee”) per parcel or lot in lieu of the residential water right requirement established in TCC §7-26-2(1). The item for which the Fee is paid shall be known for purposes of this Policy as a Water Rights Credit or Credit.

Credits will be available on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. An owner who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building permit application and pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

Non-residential Development. Beginning on the Effective Date, Tooele City will allow owners of non-residential developments to pay the Fee if the development is determined by the City to need less than 20 acre-feet of municipal water rights. Additional Credits may be made available, upon recommendation of the Public Works Director and with written approval of the Mayor, after full consideration of the following criteria in relation to the amount of water used:

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

Credits will be available on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. An owner who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building permit application and pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

General.

1. The Fee shall be established at \$15,000 per Credit, each Credit being the equivalent of 1.0 acre-foot of municipal water rights.
2. Credits sold pursuant to this Policy shall not exceed a total of 50 acre-feet of municipal water rights in any calendar year without the approval of the City Council.
3. Upon payment of the Fee, the City will indicate such payment on the approved building permit.
4. This Policy shall supersede any prior oral or written policies or practices on the subject of this Policy.
5. Revenues derived from the sale of Credits shall be utilized for the protection of existing water rights and/or the purchase of additional water rights, except that the City Council may authorize the use of such revenues for other Tooele City water-related projects and/or needs upon a finding of good cause.
6. The sale of Water Rights Credits under this Policy is subject to the availability of corresponding water rights, in the sole discretion of Tooele City.

Chairman

Exhibit B

April 1, 2015, City Council Meeting Minutes

City Council Policy

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

Effective Date: April 1, 2015

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

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

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

Residential Development. Beginning on the Effective Date, Tooele City will allow owners of existing parcels of record that are not part of a recorded subdivision, and owners of single lots subdivided from those existing parcels through two-lot subdivisions (e.g., a lot split), to pay a fee (the “Fee”) per parcel or lot in lieu of the residential water right requirement established in TCC §7-26-2(1). The item for which the Fee is paid shall be known for purposes of this Policy as a Water Rights Credit or Credit.

Credits will be available on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. An owner who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building permit application and pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

Non-residential Development. Beginning on the Effective Date, Tooele City will allow owners of non-residential developments to pay the Fee if the development is determined by the City to need less than 20 acre-feet of municipal water rights. Additional Credits may be made available, upon recommendation of the Public Works Director and with written approval of the Mayor, after full consideration of the following criteria in relation to the amount of water used:

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

Credits will be available on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. An owner who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new

building permit application and pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

General.

1. The Fee shall be established at \$15,000 per Credit, each Credit being the equivalent of 1.0 acre-foot of municipal water rights.
2. Credits sold pursuant to this Policy shall not exceed a total of 50 acre-feet of municipal water rights in any calendar year without the approval of the City Council.
3. Upon payment of the Fee, the City will indicate such payment on the approved building permit.
4. This Policy shall supercede any prior oral or written policies or practices on the subject of this Policy.
5. Revenues derived from the sale of Credits shall be utilized for the protection of existing water rights and/or the purchase of additional water rights, except that the City Council may authorize the use of such revenues for other Tooele City water-related projects and/or needs upon a finding of good cause.
6. The sale of Water Rights Credits under this Policy is subject to the availability of corresponding water rights, in the sole discretion of Tooele City.

Chairman

**Tooele City Council and
Tooele City Redevelopment Agency
Business Meeting Minutes**

Date: Wednesday, April 1, 2015
Time: 7:00 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele Utah

Council Members Present:

Scott Wardle, Vice-Chairman
Debbie Winn
Steve Pruden
Dave McCall

Council Member Excused:

Brad Pratt

City Employees Present:

Mayor Patrick Dunlavy
Roger Baker, City Attorney
Glenn Caldwell, Finance Director
Michelle Pitt, City Recorder
Lisa Carpenter, Deputy Recorder
Rachelle Custer, City Planner
Chief Ron Kirby, Chief of Police
Paul Hansen, City Engineer
Heidi Peterson, Communities that Care Director
Randy Sant, RDA Director

Minutes prepared by Elisa Jenkins

Vice-Chairman Wardle called the meeting to order at 7:00 p.m. He excused Chairman Pratt from the meeting.

1. **Pledge of Allegiance**

The Pledge of Allegiance was led by Councilman Pruden.

2. **Roll Call**

Brad Pratt, Excused
Scott Wardle, Present
Dave McCall, Present
Steve Pruden, Present

permanent. The easement could be relocated at Beehive Telephone's cost if the needed. He tried to build in protections for the City in this resolution.

Councilman Wardle said that they discussed this very thoroughly in the work session meeting. The City does easements with the phone company often.

Mr. Baker said they do more easements with the power company but occasionally they also do them for phone companies.

Councilwoman Winn moved to approve Resolution 2015-16. Councilman McCall seconded the Motion. The vote was as follows: Councilman Pruden, "Aye", Councilwoman Winn, "Aye", Councilman McCall, "Aye", and Vice-Chairman Wardle, "Aye".

6. **Resolution 2015-17 A Resolution of the Tooele City Council Adopting a Water Rights Policy Allowing the Payment of a Fee-In-Lieu of Conveyance of Water Rights Under Tooele City Code Chapter 7-26**

Presented by Roger Baker

Mr. Baker said that the Tooele City Code regarding water rights requires that any new development provide water rights sufficient for their development. If a development uses an acre foot of water they have to provide water rights for an acre foot of water. The City Code provides that in limited circumstances instead of conveying water rights to the City a developer can pay a set fee to the City and access some of the City's water rights instead of bringing their own. The City Code says that would be done pursuant to a separate policy established by the Council. This is the policy he is bringing to the Council. The policy is drafted to limit one user up to 20 acre feet of water rights and limits the number of water rights purchased in a given year to 50 so the City's water rights would not be depleted by big water users. This policy is intended mostly for commercial development. It can be used for residential development only if there is a parcel of land that is being split into two, and then one of the parcels could buy water rights. The value established for one water right is \$15,000 per acre foot of water. He said that he has built into the policy a reservation that this is subject to water rights being available.

Councilman Wardle said that this is a policy they have had for quite some time and they are making clarifications.

Mr. Baker said that this policy has been in place since 2007 and they are making clarifications.

Councilman Pruden moved to approve Resolution 2015-07. Councilwoman Winn seconded the motion. The vote was as follows: Councilman Pruden, "Aye", Councilwoman Winn, "Aye", Councilman McCall, "Aye", and Vice-Chairman Wardle, "Aye".

7. **Resolution 2015-18 A Resolution of the Tooele City Council Adopting a Water Rights Policy Regarding De Minimis Increases in Water Usage**

TOOELE CITY CORPORATION

RESOLUTION 2022-30

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT BETWEEN TOOELE CITY AND TOOELE COUNTY FOR SOLID WASTE DISPOSAL.

WHEREAS, Tooele County owns and operates a solid waste landfill and transfer station ("Landfill"); and,

WHEREAS, Tooele City operates a refuse collection utility program and contracts with Ace Recycling and Disposal, a private hauler, to collect refuse from the City's residential utility customers; and,

WHEREAS, the County has entered into an agreement with ClearSky Environmental, Inc., a Wyoming corporation, to construct and operate a waste processing facility, to which facility the County has agreed to deliver no less than 35,000 tons of refuse per year, the majority of which refuse originates from Tooele City; and,

WHEREAS, on June 16, 2021, the City Council approved Resolution 2021-68, approving an Amendment and Extension of the Interlocal Agreement for Solid Waste Disposal, for one year, in anticipation of entering into a new interlocal agreement at the conclusion of that year; and,

WHEREAS, the City and the County desire to enter into a new and longer-term interlocal agreement regarding solid waste disposal (see the agreement attached as Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Interlocal Agreement with Tooele City for Solid Waste Disposal (Exhibit A) is hereby approved and that the Mayor is hereby authorized to execute the same on behalf of Tooele City.

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 _____, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Interlocal Agreement with Tooele City
for Solid Waste Disposal

**INTERLOCAL AGREEMENT WITH TOOELE CITY
FOR SOLID WASTE DISPOSAL
(Replaces County Contracts 18-11-01 and 21-06-15)**

AGREEMENT FOR COOPERATIVE ACTION dated this 1st day of July, 2022, by and between TOOELE COUNTY, a political subdivision of the State of Utah ("County"), and TOOELE CITY, a political subdivision of the State of Utah ("City").
aft

WHEREAS, Utah Code Title 11 Chapter 13 allows two or more public entities to enter into an agreement for joint or cooperative action; and

WHEREAS, County owns and operates a solid waste landfill and transfer station ("landfill"); and

WHEREAS, City operates a refuse collection program and contracts with a private hauler ("contractor") to collect refuse from City's residential and business customers; and

WHEREAS, the parties desire to establish the terms under which County will accept city's refuse at the landfill;

NOW THEREFORE, the parties mutually agree as follows:

1. **NO SEPARATE INTERLOCAL ENTITY.** This Agreement does not create a separate interlocal entity.
2. **ACCEPTANCE OF REFUSE.** County agrees to receive at the landfill all refuse collected by contractor from City's customers.
3. **TIPPING FEES.** County agrees to charge, and City agrees to pay, a tipping fee in the amount of \$40 per ton for refuse delivered to the landfill by contractor. Each January 1, beginning January 1, 2023, County may increase the tipping fee by no more than \$1.50 per ton. Payments shall be made by City promptly upon receipt of invoice from County.
4. **TERM.** This Agreement shall expire on June 30, 2032.
5. **EARLY TERMINATION.** Either party may terminate this Agreement for cause upon a default by the other party not cured within 60 days after written notice. Either party may terminate this Agreement without cause upon 180 days' written notice.
6. **NOTICES.** Notices provided under this Agreement may be given by first-class mail, or via email, or via personal delivery to:

COUNTY:

Tooele County Manager
47 South Main Street
Tooele, UT 84074
(with copy to solid waste director and county attorney)

CITY:

Tooele City Mayor
90 North Main Street
Tooele, Utah 84074
(with copy to city attorney)

7. INDEMNIFICATION. The parties shall indemnify, release, and hold each other harmless from and against any suits, claims, liabilities or causes of action arising out of the subject matter of this Agreement. This indemnification provision shall survive the termination of this Agreement. The parties are governmental entities under the Utah Governmental Immunity Act. Neither party waives any defenses or liability limits available under that Act.

8. NO WAIVER. The failure by a party to insist upon the strict performance of any obligation required by this Agreement shall not constitute a waiver of any such failure to perform.

9. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended for the benefit of any party except for the named parties. There are no third-party beneficiaries to this Agreement.

10. WAIVER OF JURY TRIAL. The parties expressly waive any the right to trial by jury in any legal proceeding arising out of this Agreement.

11. COSTS AND ATTORNEYS' FEES. If a legal proceeding is brought by either party to enforce this Agreement, the prevailing party shall be entitled to recover its related costs and reasonable attorneys' fees.

12. ENTIRE AGREEMENT. This Agreement constitutes the final expression of the parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, and discussions between the parties and/or their respective counsel with respect to the subject matter covered hereby. This Agreement expressly replaces County Contracts 18-11-01 and 21-06-05.

13. MODIFICATION. Any modification to this Agreement shall be made in writing and approved by the parties' respective legislative bodies.

14. SEVERABILITY. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

15. **FORCE MAJEURE.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

16. **SUCCESSORS AND ASSIGNS.** Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party.

17. **AUTHORITY.** The individuals executing this Agreement represent and warrant that they possess the legal authority to execute this Agreement, such authority being granted and evidenced by duly adopted resolutions of each party's legislative body.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 1st day of July, 2022.

TOOELE COUNTY:



James A. Welch
Tooele County Manager

TOOELE CITY:



Debbie Winn
Mayor

APPROVED AS TO FORM:



Colin Winchester
Deputy Tooele County Attorney

APPROVED AS TO FORM:

Roger Baker
Tooele City Attorney

ATTEST:



Tracy Shaw
Tooele County Clerk

ATTEST:

Michelle Pitt
Tooele City Recorder



TOOELE CITY CORPORATION

RESOLUTION 2022-31

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH TOOELE COUNTY FOR DISPATCH SERVICES FOR FISCAL YEAR 2022-2023.

WHEREAS, the Tooele County Sheriff provides dispatch services for the Tooele City Police Department; and,

WHEREAS, Tooele County and Tooele City desire to enter into a contract for Tooele City Fiscal Year 2022-2023 defining their respective obligations in relation to dispatch services; and,

WHEREAS, the proposed Dispatch Service Agreement is attached as Exhibit A; and,

WHEREAS, local dispatch services are critical to the safety of Tooele City peace officers and the efficiency of local law enforcement operations; and,

WHEREAS, the City Administration recommends that the Dispatch Service Agreement for Tooele City fiscal year 2022-2023 is in the best interest of Tooele City and serves the general public safety and welfare as well as the safety and welfare of Tooele City peace officers:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the fiscal year 2022-2023 Dispatch Service Agreement attached hereto as Exhibit A is hereby approved, and that the Mayor is hereby authorized to sign the same.

This Resolution shall take effect immediately upon passage, by authority of the Tooele City Charter, without further publication.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

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

Exhibit A

Dispatch Service Agreement

Dispatch Service Agreement

Tooele County – Tooele City

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of July 2022, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as “County”), and Tooele City, (hereinafter referred to as “City”).

2. PURPOSE: This agreement is for the purpose of Tooele County providing radio dispatch services to Tooele City.

IN CONSIDERATION of the following mutual promises, terms and conditions, the parties agree as follows:

3. DISPATCH SERVICES: The County agrees to provide to the City the following radio dispatch services during the term of this agreement at an adequate level and in a timely fashion:

- a. Receive and prioritize 911 emergency and non-emergency telephone answering and radio dispatch service for the City 24 hours a day 7 days a week. Handle outbound telephone calls for officers when appropriate.
- b. Ensure officer safety by adequate security checks of on-duty officers.
- c. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
- d. Provide fire dispatch services.
- e. Provide Spillman Flex interface system technology analyst support.
- f. Conduct monthly area wide communication meetings.
- g. Run Utah Criminal Justice Information System database checks.
- h. Provide clearing house for NCIC entries including modifications and clears.
- i. Oversee county-wide wrecker rotation.

4. CONSIDERATION: In consideration of the County providing the dispatch services specified herein from July 1, 2022, through June 30, 2023, the City agrees to pay the County the sum of \$321,459.00. Said fees shall be paid to Tooele County on a quarterly basis and shall be paid without the necessity of being billed by the County. Said payments shall be made within fifteen (15) days following the end of each quarter. The basis and method of computation of said amount is attached hereto as Exhibit “A” which by reference is made a part hereof. The County may at the end of each calendar year, adjust the fee it charges the City for dispatch services under this agreement.

5. BUDGET NOTICE: The County agrees to notify the City by January 31st of the previous year data, as requested. The county agrees to provide the agreement and fee allocation to the City no later than March 31st of each year.

6. CONTRACT TERM: This agreement shall take effect on July 1, 2022, and shall terminate on June 30, 2023, unless terminated sooner according to the terms and conditions of this agreement.

7. INADEQUATE SERVICE: If the City determines that it has received inadequate dispatch services under this agreement, the Police Chief shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the City within fifteen (15) days, the original report, together with a supplemental report indicating the current status of the problem shall be forwarded to the Tooele County Commission for review.

8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or conditions thereof and provided the non-breaching party gives written notice to the breaching party to remedy said default if the said default is not cured within thirty (30) days after receipt of said notice. This agreement may also be terminated by either party for any reason upon ninety (90) days written notice. Failure to sign and return this agreement by August 31, 2022, shall be considered notice of termination and services will be discontinued.

9. LIABILITY: It is mutually agreed that each party shall be responsible for, and shall indemnify the other party for, the negligent acts of their own representatives and employees.

10. WAIVER OF JURY TRIAL: The parties waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

DATED this 1st day of July 2022

TOOOELE CITY

Debra E. Winn, Mayor

ATTEST:

Michelle Pitt, City Recorder

APPROVED AS TO FORM:

Roger Baker, City Attorney

TOOELE COUNTY

Andy Welch, County Manager
Tooele County Council

ATTEST:

Tracy Shaw
Tooele County Clerk

APPROVED AS TO FORM:

Scott Broadhead
Tooele County Attorney

TOOELE CITY CORPORATION

RESOLUTION 2022-35

A RESOLUTION OF THE TOOELE CITY COUNCIL RATIFYING A CONTRACT WITH VANCON INC. FOR CONSTRUCTION OF THE 2022 RED DEL PAPA PARK WELL HOUSE AND WATERLINE, BID SCHEDULE "A" - WELL HOUSE.

WHEREAS, the City continues to experience residential, commercial, and industrial growth within the service boundaries of the City and the Tooele City Water Special Service District, and has developed the Red Del Papa Park Well; and,

WHEREAS, the Park Well House will provide additional water service capacity; and,

WHEREAS, the provision of additional source capacity is an element of the City's Culinary Water Master Plan; and,

WHEREAS, the Park Well House design has been approved by the State Division of Drinking Water; and

WHEREAS, funding of the Park Well House will be through culinary water impact fees; and,

WHEREAS, the City solicited public bids for construction of the 2022 Red Del Papa Park Well House and Waterline project in accordance with the procedures of §11-39-101 et seq., Utah Code Annotated, as amended; and,

WHERE, the Bid allowed for award of separate bids for construction of the Well House (Schedule "A") and the Waterline (Schedule "B"); and,

WHEREAS, VanCon is the apparent lowest responsive responsible bidder for Bid Schedule "A" - Well House, with a bid of One Million Thirty-Three Thousand Dollars (\$1,033,000.00) for construction of the 2022 Red Del Papa Park Well House and Waterline, Bid Schedule "A" - Well House; and,

WHEREAS, a copy of the Bid Tabulation and Agreement are attached as Exhibits A and B, respectively; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Fifty-One Thousand Six Hundred Fifty Dollars (\$51,650.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with VanCon Inc. is hereby ratified, in the amount of One Million Thirty-Three Thousand Dollars (\$1,033,000.00), for construction of the 2022 Red Del Papa Park Well House and Waterline, Bid

Schedule "A" - Well House; and,

2. an additional Fifty-One Thousand Six Hundred Fifty Dollars (\$51,650.00) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council
this _____ day of _____, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

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

EXHIBIT A

Bid Tabulation

EXHIBIT B

Agreement - VanCon Inc.

**2022 Park Well House and Water Line
BID TABULATION
April 12, 2022**

Item No.	Description	Estimated Quantity	Unit	VanCon		Corrio Construction		Broken Arrow	
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
BID SCHEDULE "A" - WELL HOUSE									
A1	Mobilization	1	LS	\$124,000.0	\$124,000.00	\$59,976.00	\$59,976.00		
A2	Wellhouse, Complete	1	LS	\$767,000.0	\$767,000.00	\$950,167.00	\$950,167.00		
A3	Meter Vault, Complete	1	LS	\$50,000.00	\$50,000.00	\$51,520.00	\$51,520.00		
A4	Site Improvements, Complete	1	LS	\$72,500.00	\$72,500.00	\$111,322.00	\$111,322.00		
A5	Furnish and Install 16" Diameter Culinary Waterline	60	L.F.	\$325.00	\$19,500.00	\$442.17	\$26,530.20		
Total Bid Schedule "A" - Wellhouse				\$1,033,000.00		\$1,199,515.20			
BID SCHEDULE "B" - WATER LINE									
B1	Mobilization	1	LS	\$232,450.0	\$232,450.00			\$67,180.30	\$67,180.30
B2	Furnish and Install 16" Diameter Culinary Waterline	3,600	LF	\$250.00	\$900,000.00			\$239.16	\$860,976.00
B3	Furnish and Install 8" Diameter Culinary Waterline	130	LF	\$275.00	\$35,750.00			\$137.85	\$17,920.50
B4	Loop Existing Water Main Lines	7	EA	\$13,500.00	\$94,500.00			\$6,697.09	\$46,879.63
B5	Mainline Connections	4	EA	\$15,000.00	\$60,000.00			\$3,155.47	\$12,621.88
B6	Remove and Replace Existing Fire Hydrant, Complete	2	EA	\$15,000.00	\$30,000.00			\$11,979.69	\$23,959.38
B7	Remove and Salvage Existing Pipe and 8" Valves on 400 North	1	LS	\$9,000.00	\$9,000.00			\$6,598.86	\$6,598.86
B8	Remove and Replace 8" Thick Concrete Water Way	120	SF	\$40.00	\$4,800.00			\$61.03	\$7,323.60
B9	Replace Existing Water Service Laterals, Complete	28	EA	\$6,000.00	\$168,000.00			\$3,356.31	\$93,976.68
B10	Furnish and Install 16-inch Diameter Gate Valves, Valve Box and Collar	10	EA	\$15,000.00	\$150,000.00			\$16,892.44	\$168,924.40
B11	Furnish and Install 8-inch Diameter Gate Valves, Valve Box and Collar	5	EA	\$2,800.00	\$14,000.00			\$3,633.55	\$18,167.75
B12	Furnish and Install Valve Box and Concrete Collars for Water Valves	15	EA	\$900.00	\$13,500.00			\$1,272.98	\$19,094.70
Total Bid Schedule "B" - Waterline				\$1,712,000.00				\$1,343,623.68	
Total Bid				\$2,745,000.00				\$0.00	
COMMENTS									

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: VanCon Inc.
- B. Address: 1825 North Mountain Springs Parkway, Springville, Utah 84663
- C. Telephone number: (801) 491-8898
- D. Facsimile number: (801) 491-8883
- E. E-Mail: emily@wedigutah.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

**2022 Park Well House and Waterline
Bid Schedule A - Well House**

1.4 ENGINEER

- A. Paul Hansen Associates, L.L.C. 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: One Million Thirty Three Thousand Dollars (\$1,033,000.00).

2.2 CONTRACT TIME

- A. All Work shall be substantially completed within 180 days of the Notice to Proceed, and fully complete within 190 days from the Notice to Proceed. *Note: Additional contract time will be considered for material supply chain delays which are appropriately documented.*

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.

4. **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.

5. **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.

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

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TOOELE CITY CORPORATION

RESOLUTION 2022-36

A RESOLUTION OF THE TOOELE CITY COUNCIL RATIFYING A CONTRACT WITH BROKEN ARROW INC. FOR CONSTRUCTION OF THE 2022 RED DEL PAPA PARK WELL HOUSE AND WATERLINE, BID SCHEDULE "B" - WATERLINE.

WHEREAS, the City continues to experience residential, commercial and industrial growth with the service boundaries of the City and the Tooele City Water Special Service District, and has completed the Red Del Papa Park Well; and,

WHEREAS, the Park Well House Waterline is essential for delivery of new culinary water from the Red Del Papa Park Well; and,

WHEREAS, this Waterline is an element of the City's Culinary Water Master Plan and Impact Fee Facilities Plan; and,

WHEREAS, the Park Well House Waterline design has been approved by the State Division of Drinking Water; and

WHEREAS, funding of the Park Well House Waterline will be through culinary water impact fees; and,

WHEREAS, the City solicited public bids for construction of the 2022 Red Del Papa Park Well House and Waterline in accordance with the procedures of §11-39-101 et seq., Utah Code Annotated, as amended; and,

WHERE, the Bid allowed for award of separate bids for construction of the Wellhouse (Schedule "A") and the Waterline (Schedule "B"); and,

WHEREAS, Broken Arrow Inc. is the apparent lowest responsive responsible bidder for Bid Schedule "B" - Waterline, with a bid of One Million Three Hundred Forty-Three Thousand Six Hundred Twenty-Three Dollars and Sixty-Eight Cents (\$1,343,623.68) for construction of the 2022 Red Del Papa Park Well House and Waterline, Bid Schedule "B" - Waterline; and,

WHEREAS, a copy of the Bid Tabulation and Agreement are attached as Exhibits A and B, respectively; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Sixty-Seven Thousand Two Hundred Dollars (\$67,200.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Broken Arrow Inc. is hereby ratified, in the

amount of One Million Three Hundred Forty-Three Thousand Six Hundred Twenty-Three Dollars and Sixty-Eight Cents (\$1,343,623.68) for construction of the 2022 Red Del Papa Park Well House and Waterline, Bid Schedule "B" - Waterline; and,

2. an additional Sixty-Seven Thousand Two Hundred Dollars (\$67,200.00) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council
this _____ day of _____, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

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

EXHIBIT A

Bid Tabulation

EXHIBIT B

Agreement - Broken Arrow Inc.

**2022 Park Well House and Water Line
BID TABULATION
April 12, 2022**

Item No.	Description	Estimated Quantity	Unit	VanCon		Corrio Construction		Broken Arrow	
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
BID SCHEDULE "A" - WELL HOUSE									
A1	Mobilization	1	LS	\$124,000.0	\$124,000.00	\$59,976.00	\$59,976.00		
A2	Wellhouse, Complete	1	LS	\$767,000.0	\$767,000.00	\$950,167.00	\$950,167.00		
A3	Meter Vault, Complete	1	LS	\$50,000.00	\$50,000.00	\$51,520.00	\$51,520.00		
A4	Site Improvements, Complete	1	LS	\$72,500.00	\$72,500.00	\$111,322.00	\$111,322.00		
A5	Furnish and Install 16" Diameter Culinary Waterline	60	L.F.	\$325.00	\$19,500.00	\$442.17	\$26,530.20		
Total Bid Schedule "A" - Wellhouse				\$1,033,000.00		\$1,199,515.20			
BID SCHEDULE "B" - WATER LINE									
B1	Mobilization	1	LS	\$232,450.0	\$232,450.00			\$67,180.30	\$67,180.30
B2	Furnish and Install 16" Diameter Culinary Waterline	3,600	LF	\$250.00	\$900,000.00			\$239.16	\$860,976.00
B3	Furnish and Install 8" Diameter Culinary Waterline	130	LF	\$275.00	\$35,750.00			\$137.85	\$17,920.50
B4	Loop Existing Water Main Lines	7	EA	\$13,500.00	\$94,500.00			\$6,697.09	\$46,879.63
B5	Mainline Connections	4	EA	\$15,000.00	\$60,000.00			\$3,155.47	\$12,621.88
B6	Remove and Replace Existing Fire Hydrant, Complete	2	EA	\$15,000.00	\$30,000.00			\$11,979.69	\$23,959.38
B7	Remove and Salvage Existing Pipe and 8" Valves on 400 North	1	LS	\$9,000.00	\$9,000.00			\$6,598.86	\$6,598.86
B8	Remove and Replace 8" Thick Concrete Water Way	120	SF	\$40.00	\$4,800.00			\$61.03	\$7,323.60
B9	Replace Existing Water Service Laterals, Complete	28	EA	\$6,000.00	\$168,000.00			\$3,356.31	\$93,976.68
B10	Furnish and Install 16-inch Diameter Gate Valves, Valve Box and Collar	10	EA	\$15,000.00	\$150,000.00			\$16,892.44	\$168,924.40
B11	Furnish and Install 8-inch Diameter Gate Valves, Valve Box and Collar	5	EA	\$2,800.00	\$14,000.00			\$3,633.55	\$18,167.75
B12	Furnish and Install Valve Box and Concrete Collars for Water Valves	15	EA	\$900.00	\$13,500.00			\$1,272.98	\$19,094.70
Total Bid Schedule "B" - Waterline				\$1,712,000.00				\$1,343,623.68	
Total Bid				\$2,745,000.00				\$0.00	
COMMENTS									

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Broken Arrow Inc.
- B. Address: 8960 Clinton Landing Road, Lakepoint, Utah 84074
- C. Telephone number: (801) 355-0527
- D. Facsimile number: (801) 282-5701
- E. E-Mail: dcummings@brokenarrowusa.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

**2022 Park Well House and Waterline
Bid Schedule B - Waterline**

1.4 ENGINEER

- A. Paul Hansen Associates, L.L.C. 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: One Million Three Hundred Forty Three Thousand Six Hundred Twenty Three Dollars and Sixty Eight Cents (\$1,343,623.68).

2.2 CONTRACT TIME

- A. All Work shall be substantially completed within 180 days of the Notice to Proceed, and fully complete within 190 days from the Notice to Proceed. *Note: Additional contract time will be considered for material supply chain delays which are appropriately documented.*

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.

4. **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.

5. **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.

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

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TOOELE CITY CORPORATION

RESOLUTION 2022-37

A RESOLUTION OF THE TOOELE CITY COUNCIL RATIFYING A CONTRACT WITH VANCON INC. FOR CONSTRUCTION OF THE BERRA WELL 1 MILLION GALLON RESERVOIR.

WHEREAS, the City continues to experience residential, commercial and industrial growth with the service boundaries of the City and the Tooele City Water Special Service District, and has constructed the Berra Well; and,

WHEREAS, the 1 Million Gallon water storage reservoir will provide additional water service capacity and allow the City flexibility to meet a variety of flow demands within the northwest quadrant of the City; and,

WHEREAS, the provision of additional water storage capacity is an element of the City's Culinary Water Master Plan; and,

WHEREAS, the water storage reservoir design has been approved by the State Division of Drinking Water; and,

WHEREAS, funding of the 1 Million Gallon water storage reservoir will be through culinary water impact fees; and,

WHEREAS, the City solicited public bids for construction of the Berra Well 1 Million Gallon Reservoir in accordance with the procedures of §11-39-101 et seq., Utah Code Annotated, as amended; and,

WHEREAS, VanCon is the apparent lowest responsive responsible bidder with a bid of One Million Eight Hundred Thirty-Three Thousand Dollars (\$1,833,000.00) for construction of the Berra Well 1 Million Gallon Reservoir; and,

WHEREAS, a copy of the Bid Tabulation and Agreement are attached as Exhibits A and B, respectively.

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Ninety-One Thousand Six Hundred Fifty Dollars (\$91,650.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with VanCon Inc. is hereby ratified, in the amount of One Million Eight Hundred Thirty-Three Thousand Dollars (\$1,833,000.00) for construction of the Berra Well 1 Million Gallon Reservoir; and,

2. an additional Ninety-One Thousand Six Hundred Fifty Dollars (\$91,650.00) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Bid Tabulation

EXHIBIT B

Agreement - VanCon Inc.

Berra Well 1 Million Gallon Reservoir BID TABULATION

April 12, 2022

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	VANCON, INC.	DALE COX CONTRACTING	FX CONSTRUCTION	GERBER
1	Mobilization	1	LS	\$125,000.00	\$100,000.00	\$187,000.00	\$140,000.00
2	1 Million Gallon Reinforced Concrete Reservoir, Complete	1	LS	\$1,628,000.00	\$1,581,048.00	\$2,053,245.00	\$2,390,000.00
3	Reservoir Overflow and Storm Drain Piping, Complete	1	LS	\$130,000.00	\$325,439.00	\$57,200.00	\$132,000.00
Total				\$1,883,000.00	\$2,006,487.00	\$2,297,445.00	\$2,662,000.00
COMMENTS							

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: VanCon Inc.
- B. Address: 1825 North Mountain Springs Parkway, Springville, Utah 84663
- C. Telephone number: (801) 491-8898
- D. Facsimile number: (801) 491-8883
- E. E-Mail: emily@wedigutah.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

Berra Well 1 Million Gallon Reservoir

1.4 ENGINEER

- A. Paul Hansen Associates, L.L.C. 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: One Million Eight Hundred Eight Three Thousand Dollars (\$1,833,000.00).

2.2 CONTRACT TIME

- A. All Work shall be substantially completed within 180 days of the Notice to Proceed, and fully complete within 190 days from the Notice to Proceed. *Note: Additional contract time will be considered for material supply chain delays which are appropriately documented.*

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.

4. **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.

5. **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.

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

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TOOELE CITY CORPORATION

RESOLUTION 2022 - 38

A RESOLUTION OF THE TOOELE CITY COUNCIL RATIFYING A CONTRACT WITH BROKEN ARROW INC. FOR THE 2022 ROADWAY IMPROVEMENT PROJECT.

WHEREAS, Tooele City has more than 220 lane miles of public roadway located within the City limits for which it has maintenance; and,

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

WHEREAS, the Administration has elected to replace aging waterline within certain roadways while the roadway is being reconstructed; and,

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

WHEREAS, funding of the waterline replacement will be through the culinary water revenue funds, and funding of the curb and gutter replacement will be through the storm water revenue fund; and,

WHEREAS, the City solicited public bids for construction of the 2022 Roadway Improvement Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Broken Arrow Inc. has submitted a cost proposal of Eight Hundred Nine Thousand Five Hundred Forty-One Dollars and Forty Cents (\$809,541.40), which is the lowest responsible responsive bid; and,

WHEREAS, a copy of the Bid Tabulation and Agreement are attached as Exhibit A and Exhibit B, respectively; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Forty-One Thousand Dollars (\$41,000.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Broken Arrow Inc. is hereby ratified, in the amount of Eight Hundred Nine Thousand Five Hundred Forty-One Dollars and Forty Cents (\$809,541.40), for completion of the 2022 Roadway Improvement Project; and,

2. an additional Forty-One Thousand Dollars (\$41,000.00) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council
this _____ day of _____, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

EXHIBIT A

Bid Tabulation

EXHIBIT B

Agreement: Broken Arrow Inc.

**2022 Roadway Improvement Project
 BID TABULATION
 April 5, 2022**

Item No.	Description	Estimated Quantity	Unit	Broken Arrow		Lyndon Jones Construction		Kilgore Contrating	
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
GENERAL									
1	Mobilization	1	LS	\$62,115.00	\$62,115.00	\$86,300.00	\$86,300.00	\$147,500.00	\$147,500.00
CULINARY WATER									
2	Furnish and Install 8-Inch Diameter Waterline	1,250	LF	\$89.61	\$112,012.50	\$127.70	\$159,625.00	\$106.00	\$132,500.00
3	Furnish and Install Waterline Connections to Existing Line	1	LS	\$2,453.00	\$2,453.00	\$1,611.00	\$1,611.00	\$13,500.00	\$13,500.00
4	Furnish and Install Hot Tap Valves	3	Each	\$5,498.00	\$16,494.00	\$5,177.00	\$15,531.00	\$5,600.00	\$16,800.00
5	Remove and Replace Existing Fire Hydrant	2	Each	\$10,155.00	\$20,310.00	\$6,499.00	\$12,998.00	\$9,150.00	\$18,300.00
6	Furnish and Install New Fire Hydrant Assembly, Complete	4	Each	\$9,576.00	\$38,304.00	\$10,649.25	\$42,597.00	\$7,750.00	\$31,000.00
7	Remove and Replace Existing 1" Water Service Laterals	23	EA	\$3,494.00	\$80,362.00	\$3,413.00	\$78,499.00	\$5,325.00	\$122,475.00
ROADWAY / CONCRETE									
8	Remove and Dispose Existing Islands	2	Each	\$2,327.00	\$4,654.00	\$2,418.00	\$4,836.00	\$2,150.00	\$4,300.00
9	Demolition and Disposal of Existing Asphalt and Base	72,000	SF	\$0.74	\$53,280.00	\$0.67	\$48,240.00	\$1.15	\$82,800.00
10	Demolition and Disposal of Existing Curb & Gutter and Subbase	1,550	LF	\$12.39	\$19,204.50	\$5.48	\$8,494.00	\$10.50	\$16,275.00
11	Furnish and Install New Type "A" Curb & Gutter and Subbase	275	LF	\$71.74	\$19,728.50	\$52.00	\$14,300.00	\$56.50	\$15,537.50
12	Furnish and Install New Type "F" Curb & Gutter and Subbase	1,275	LF	\$71.14	\$90,703.50	\$60.04	\$76,551.00	\$74.50	\$94,987.50
13	Remove and Dispose Existing Drive Approach and Base	1,100	SF	\$4.63	\$5,093.00	\$1.69	\$1,859.00	\$5.75	\$6,325.00
14	Remove and Dispose Existing Waterway and Base	140	SF	\$12.71	\$1,779.40	\$6.25	\$875.00	\$12.00	\$1,680.00
15	Furnish and Install 8" Thick Concrete Waterway and Subbase	140	SF	\$20.90	\$2,926.00	\$31.50	\$4,410.00	\$26.25	\$3,675.00
16	Furnish and Install 3" Minimum Asphalt and 8" Minimum Thickness Roadbase	72,000	SF	\$3.65	\$262,800.00	\$3.85	\$277,200.00	\$2.90	\$208,800.00
17	Furnish and Install 3" Minimum Asphalt and 6" Minimum Thickness Roadbase for Private Drives	1,100	SF	\$4.77	\$5,247.00	\$14.57	\$16,027.00	\$6.50	\$7,150.00
18	Raise and Collar Existing Water Valves	7	Each	\$575.00	\$4,025.00	\$1,094.00	\$7,658.00	\$550.00	\$3,850.00
19	Raise and Collar Existing Sewer Manholes	10	Each	\$805.00	\$8,050.00	\$1,382.00	\$13,820.00	\$875.00	\$8,750.00
Total					\$809,541.40		\$871,431.00		\$936,205.00
COMMENTS									

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Broken Arrow Inc.
- B. Address: 8960 Clinton Landing Road, Lakepoint, Utah 84074
- C. Telephone number: (801) 355-0527
- D. Facsimile number: (801) 282-5701
- E. E-Mail: dcummings@brokenarrowusa.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

2022 Roadway Reconstruction Project

1.4 ENGINEER

- A. Paul Hansen Associates, L.L.C. 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: Eight Hundred Nine Thousand Five Hundred Forty One Dollars and Forty Cents (\$809,541.40).

2.2 CONTRACT TIME

- A. Substantial Completion of the Work shall occur by October 1, 2022. Final completion shall occur by October 15, 2022.
- B. For any of the work areas included within the project, work shall be substantially completed within 45 days of commencement of work on that particular street.

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.

4. **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.

5. **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.

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

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REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2022-04

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH APPROVING AN AGREEMENT WITH CACHE VALLEY ELECTRIC FOR THE FOR THE UTAH AVENUE AND LODESTONE WAY INTERSECTION SIGNAL PROJECT.

WHEREAS, Tooele City has more than 220 lane miles of public roadway located within the City limits for which it has maintenance responsibilities; and,

WHEREAS, the intersection of Utah Avenue and Lodestone Way has reached a point where the safety parameters meet the required traffic warrants, and now justify installation of an intersection signal; and,

WHEREAS, the intersection signal design has been prepared by Jones & DeMille Engineering; and,

WHEREAS, funding of the signal installation will be through the Redevelopment Agency of Tooele City, Utah; and,

WHEREAS, the City solicited public bids for construction of the Utah Ave. and Lodestone Way Intersection Signal Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Cache Valley Electric has submitted a cost proposal of Eighty-Two Thousand Four Hundred Thirty Dollars and Twenty-Three Cents (\$82,430.23), which is the lowest responsible responsive bid. A copy of the Contract Recommendation and Bid Tabulation is attached as Exhibit A, and the Agreement is attached as Exhibit B; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Four Thousand One Hundred Dollars (\$4,100.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the RDA Executive Director:

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

1. the Agreement attached as Exhibit B with Cache Valley Electric is hereby approved in the amount of Eighty-Two Thousand Four Hundred Thirty Dollars and Twenty-Three Cents (\$82,430.23), for completion of the Utah Ave. and Lodestone Way Intersection Signal Project; and,
2. an additional Four Thousand One Hundred Dollars (\$4,100.00) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the RDA Executive Director.

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

IN WITNESS WHEREOF, this Resolution is passed by the Board of the Redevelopment Agency of Tooele City, Utah this ____ day of _____, 2022.

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Recommendation and Bid Tabulation

EXHIBIT B

Agreement:

Cache Valley Electric



April 25, 2022

Subject: Contract recommendation for Utah Ave. and Lodestone Way Intersection Signal Project

Dear Paul,

We have completed our review of the bid information submitted for Utah Ave and Lodestone Way Intersection Signal Project. Two contractors submitted bids.

- Cache Valley Electric
- Hunt Electric

After reviewing the provided bid information, the following information conclusions are being provided.

Bids Summary:

SUPPLIER	BID PRICE
Cache Valley Electric	\$82,430.23
Hunt Electric	\$140,125.00
Engineers Probable Cost Opinion	\$84,000

- Cache Valley Electric is the low bidder.
- A bid tab has been created summarizing the contractor submitted bids and is attached to the end of this letter.
- The bid schedule was reviewed for accuracy and has no errors. Costs were compared with the Engineering Opinion of Probable Costs and no major cost discrepancies were identified.
- Cache Valley Electric is on the UDOT contractors pre-qualified pool which is a criterion of accepting their bid.
- Cache Valley Electric is well experienced in this type of work and has completed projects for the signal designer previously and was recommended by them to send bid documents to.

Based on this information it is our recommendation that Cache Valley Electric be awarded the contract for project for the total of \$82,430.23.

Please contact me if you have any additional questions.

Sincerely,

Ted Mickelsen, PE
Project Manager
JONES & DEMILLE ENGINEERING

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200A
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 107/109
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005



1-800-748-527:
www.jonesanddemille.com


Owner: **Tooele City**
Utah Avenue & Lodestone Way Intersection
Project: **Signal Design**
Proj. #: **2108-037**

Bid Date: **Thursday, April 21, 2022**
90 North Main Street Room 227 Tooele, Utah
Bid Place: **84074**
Bid Time: **2:00 PM**

TABULATION OF BIDS

Bid Schedule						Bidders:		No. 1 Cache Valley Electric Co. 1338 Gustin Road, Salt Lake City, Utah 84104 Western Surety Company		No. 2 Hunt Electric, Inc. 1863 West Alexander Street Salt Lake City, Utah 84119 Great American Insurance Company	
Item No.	Item Description	Unit	Estimated Quantity	Engineer's Probable Cost:		Bid Unit Price	Bid Price	Bid Unit Price	Bid Price		
				Unit Price	Price						
1-1	Mobilization	L.S.	1	\$ 4,500.00	\$4,500.00	\$5,362.50	\$5,362.50	\$5,000.00	\$5,000.00		
1-2	Quality Control	L.S.	1	\$ 2,325.00	\$2,325.00	\$2,505.00	\$2,505.00	\$4,000.00	\$4,000.00		
1-3	Traffic Control	L.S.	1	\$ 3,000.00	\$3,000.00	\$3,452.45	\$3,452.45	\$20,000.00	\$20,000.00		
1-4	Exploratory Excavation	Each	3	\$ 600.00	\$1,800.00	\$600.00	\$1,800.00	\$1,425.00	\$4,275.00		
1-5	Construction Survey	L.S.	1	\$ 3,000.00	\$3,000.00	\$2,821.73	\$2,821.73	\$5,500.00	\$5,500.00		
1-6	Remove Sign (Less than 20 SF)	Each	1	\$ 100.00	\$100.00	\$60.70	\$60.70	\$268.00	\$268.00		
1-7	Provide and Install Signal Equipment Complete including Signal, ATMS, Lighting, Electrical and Owner Provided Equipment (List Provided in Section 01 10 00 - Summary)	L.S.	1	\$ 68,000.00	\$68,000.00	\$64,168.85	\$64,168.85	\$96,398.00	\$96,398.00		
1-8	Remove Pavement Marking (Water Blasting)	L.F.	100	\$ 3.00	\$300.00	\$5.40	\$540.00	\$13.95	\$1,395.00		
1-9	Remove Pavement Message (Water Blasting)	Each	1	\$ 95.00	\$95.00	\$480.00	\$480.00	\$140.00	\$140.00		
1-10	Pavement Marking - 4" White or Yellow	L.F.	350	\$ 0.80	\$280.00	\$1.11	\$388.50	\$2.50	\$875.00		
1-11	Pavement Marking - 8" White	L.F.	75	\$ 1.00	\$75.00	\$2.28	\$171.00	\$5.00	\$375.00		
1-12	Pavement Marking - 12" White	L.F.	135	\$ 3.00	\$405.00	\$3.30	\$445.50	\$10.40	\$1,404.00		
1-13	Pavement Message	Each	3	\$ 40.00	\$120.00	\$78.00	\$234.00	\$165.00	\$495.00		
TOTAL						\$84,000.00	Accepted Total:	\$82,430.23	Accepted Total:	\$140,125.00	
						Submitted:	\$82,430.23	Submitted:	\$140,125.00		
						Correction:	\$0.00	Correction:	\$0.00		

I hereby certify that the above is a true and correct summary of the bids received:

Project Manager: 
Ted Mickelsen

Correction Notes	Correction Notes
Corrected Bid Item:	Corrected Bid Item:

DOCUMENT 00 52 15
CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

Prepared by



Issued and Published Jointly by



CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Tooele City Corporation (Owner) and Cache Valley Electric Company (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Utah Avenue & Lodestone Way Intersection Signal Design, which includes Traffic signal installation including city furnished materials, per UDOT standards. The project also includes re-striping portions of Utah Ave. and Lodestone roadways. Bids will be received for single contract. .
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at the intersection of Utah Avenue and Lodestone Way in Tooele, Utah, at the coordinates of 40.54278, -112.33744.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:

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

ARTICLE 3 - ENGINEER

3.01 Engineer

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

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before August 31, 2022, and completed and ready for final payment on or before September 15, 2022.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$100** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor’s Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an

equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

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

4.04 Progress Schedules

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

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of (words) Eighty Two Thousand Four Hundred Thirty Dollars and Twenty Three Cents (numbers) (\$ 82,430.23) for all Work.
- B. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices for each unit of Work completed at the unit prices stated in the Contractor's Bid, attached here to as an exhibit. Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

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

6.02 Insurance

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

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

a. Workers' Compensation:

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

b. Commercial General Liability:

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

c. Automobile Liability herein:

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

d. Excess or Umbrella Liability:

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

e. Contractor's Pollution Liability:

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

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

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

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

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

7.02 Other Work at the Site

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

7.03 Services, Materials, and Equipment

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

7.04 Subcontractors and Suppliers

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

7.05 Quality Management

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

7.06 Licenses, Fees and Permits

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

7.07 Laws and Regulations; Taxes

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

7.08 Record Documents

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

7.09 Safety and Protection

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

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

7.10 Shop Drawings, Samples, and Other Submittals

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

7.11 Warranties and Guarantees

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

7.12 Correction Period

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

7.13 Indemnification

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

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

10.02 Change Orders

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

10.03 Changes to Unit Price Work

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

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

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

whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

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

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

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

14.03 Retainage

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

14.04 Review of Applications

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

14.05 Contractor's Warranty of Title

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

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

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

14.08 Final Payment

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

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

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

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

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

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

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

7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

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

17.02 Limitation of Damages

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

17.03 No Waiver

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

17.04 Survival of Obligations

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

17.05 Contractor's Certifications

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

17.06 Controlling Law

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

(Remainder of page intentionally left blank.)

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

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

OWNER: Tooele City Corporation

CONTRACTOR: Cache Valley Electric Company

By: Debra E. Winn

By: _____

Title: Mayor

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

90 North Main

Tooele, Utah 84074

License No.: _____

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney