

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, June 15, 2022, at the hour of 7:10 p.m. The meeting will be held at the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah.

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

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Swearing in Matt McCoy** to the Position of Fire Chief and Director of the Fire Department
Presented by Holly Potter, Deputy Recorder & Fire Department Liaison
4. **Public Comment Period**
5. **Public Hearing & Motion on Resolution 2022-54** A Resolution of the Tooele City Council Adopting a New Tentative Budget for Tooele City for Fiscal Year 2022-2023
Presented by Shannon Wimmer, Finance Director
6. **Public Hearing & Motion on Resolution 2022-55** A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2021-2022
Presented by Shannon Wimmer, Finance Director
7. **Public Hearing & Motion on Resolution 2022-56** A Resolution of the Tooele City Council Adopting a Proposed Tax Rate for Fiscal Year 2022-2023
Presented by Shannon Wimmer, Finance Director
8. **Resolution 2022-45** A Resolution of the Tooele City Council Adopting the Restated and Amended Master Plan Documents for the Tooele City Corporation Volunteer Firefighters' Length of Service Award Plan
Presented by Kami Perkins, Human Resources Director
9. **Resolution 2022-46** A Resolution of the Tooele City Council Establishing Procedures for City Council Public Comment
Presented by Roger Baker, City Attorney
10. **Resolution 2022-53** A Resolution of the Tooele City Council Approving an Agreement with Dowdle Studios, LLC. to Design and Create a Commissioned Acrylic Painting of Tooele City
Presented by Debbie Winn, Mayor

11. **Subdivision Preliminary Plan** for the Proposed Prosperity at Overlake Phase 2 Subdivision by Howard Schmidt to Create 56 Lots on Approximately 14.11 Acres Located at Approximately 1280 North Berra Boulevard in the R1-7 Residential Zone

Presented by Jim Bolser, Community Development Director

12. **Minutes**

~Wednesday, June 1, 2022, City Council & RDA Work Meeting

~Wednesday, June 1, 2022, City Council Business Meeting

13. **Invoices**

14. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2111 or michellep@tooelecity.org, Prior to the Meeting.

TOOELE CITY CORPORATION

RESOLUTION 2022-54

A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING A NEW TENTATIVE BUDGET FOR TOOELE CITY FOR FISCAL YEAR 2022-2023.

WHEREAS, the Tooele City Council adopted the budget officer's tentative budget for fiscal year 2022-2023 on May 4, 2022, and established June 15, 2022, as the date for a public hearing for the final budget, as required by U.C.A. Chapter 10-6; and,

WHEREAS, the City Council convened a public hearing on June 15, 2022, as required by U.C.A. §10-6-114; and,

WHEREAS, the City Council desires to adopt a new tentative budget based on a proposed increase in the certified tax rate; and,

WHEREAS, the City Council is required to adopt the final budget pursuant to U.C.A. §10-6-118 by June 30 or September 1, as applicable; and,

WHEREAS, the City Council will hold a truth-in-taxation public hearing on August 3, 2022, prior to adopting the final budget and new certified tax rate; and,

WHEREAS, the fiscal year 2022-2023 budget adoption process has followed the requirements of Utah Code Title 10, Chapter 6:

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOOELE CITY COUNCIL that a new Tooele City tentative budget for fiscal year 2022-2023 is hereby adopted.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2022-55

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING BUDGET AMENDMENTS FOR FISCAL YEAR 2021-2022.

WHEREAS, the City Council finds it necessary and prudent to re-open the 2021-2022 fiscal year budget to make amendments, pursuant to U.C.A. §§10-6-124 through -128, in order to more efficiently utilize funds to be received, said amendments being shown in the attached Exhibit A; and,

WHEREAS, the City Council convened a duly-noticed public hearing on June 15, 2022, pursuant to the requirements of U.C.A. §§10-6-113 and -114:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the budget amendments for fiscal year 2021-2022 as shown on Exhibit A, which is attached hereto and made a part hereof, are hereby approved.

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

Passed this ____ day of _____, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Fiscal Approval: _____
Shannon Wimmer, Director of Finance

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

Exhibit A

Budget Amendments

TOOELE CITY CORPORATION
 BUDGET AMENDMENTS
 FISCAL YEAR ENDING 06/30/2022

06/10/22
 11:32 AM

	ACCT NUMBER	ACCOUNT NAME	CURRENT	AMENDMENT	AMENDED	BUDGET AMENDMENT	REVENUE TRANSFER
COMMUNITIES THAT CARE							
33	10 - 3370 - 110	TOOELE COUNTY OPIOD RESPONSE GRANT	(10,492)	(9,590)	(20,082)		
	10 - 4132 - 486000	GRANT REIMBURSABLEABLE EXPENSES	10,752	9,590	20,342		Opiod Response Grant - Tooele County FY22 Amount is \$9,590
ARTS COUNCIL							
34	21 3890 000	APPROPRIATION - FUND BALANCE	(418,325)	(20,000)	(438,325)		
	21 - 4511 - 921000	CONTRIBUTIONS TO ARTS COUNCIL	20,000	20,000	40,000		Buffaloes for Downtown
ADMINISTRATION							
35	10 3830 000	CONTRIBUTIONS - OTHER FUNDS	(130,054)	(1,285)	(131,339)	70-2940100	
	10 4150 483021	MTC PROGRAM	11,730	1,285	13,015	10-3830000	Miss Tooele City Scholarship Legge
PAR TAX							
36	21 3890 000	APPROPRIATION - FUND BALANCE	(438,325)	(32,000)	(470,325)		
	21 4511 732013	DOW JAMES PROJECTS	163,325	32,000	195,325		Electrical Upgrade at Dow James
POLICE							
37	10 3830 000	CONTRIBUTIONS OTHER FUNDS	(130,054)	(4,665)	(134,719)	70-2961700	
	10 4211 252000	OPERATION & MAINTENANCE	110,000	4,665	114,665	10-3830000	Transfer from evidence cash for GEOTAB expenses
POLICE							
38	10 3830 000	CONTRIBUTIONS OTHER FUNDS	(134,719)	(2,250)	(136,969)	70-2963200	
	10 4211 481010	VENDING	0	2,250	2,250	10-3830000	Police Vending Expenses thru 04/20/2022
TRANSFER TO LOCAL DISTRICTS'							
39	10 3131 100	SALES TAX - U.T.A. DISTRICT	(2,000,000)	(500,000)	(2,500,000)		
	10 4822 911005	TRANSFER TO U.T.A. DISTRICT	2,000,000	500,000	2,500,000		UTA Pass Through Sales Tax
ADMINISTRATION/CAPITAL PROJECTS							
40	41 3813 000	TRANSFER FROM GENERAL FUND	(946,290)	(663,080)	(1,609,370)		
	41 4620 710000	LAND PURCHASE	0	663,080	663,080		
	10 4810 911041	TRANSFER TO 41 FUND	946,290	663,080	1,609,370		
	10 3890 000	APPROPRIATION FROM FUND BALANCE	(1,936,762)	(663,080)	(2,599,842)		Transfer \$663,100 from sale of property to KCC to 41 Fund
NON DEPARTMENTAL/SEWER							
41	10 4150 481009	AMERICAN RESCUE PLAN ACT EXPENSES	0	225,975	225,975		
	10 4810 911044	TRANSFER - 52 FUND (ARPA FUNDS)	0	2,600,000	2,600,000		
	10 3312 123	AMERICAN RESCUE PLAN ACT FUNDS	0	(2,825,975)	(2,825,975)		
	52 3813 000	TRANSFER FROM GENERAL FUND (10)	0	(2,600,000)	(2,600,000)		
	52 5220 721202	HEADWORKS BUILDING	0	2,600,000	2,600,000		Record receipt of ARPA funds and appropriate to fiber projects approved with Americom and to Waste Water Treatment Plan Headworks Bldg

TOOELE CITY CORPORATION
 BUDGET AMENDMENTS
 FISCAL YEAR ENDING 06/30/2022

06/10/22
 11:32 AM

	ACCT NUMBER	ACCOUNT NAME	CURRENT	AMENDMENT	AMENDED	BUDGET AMENDMENT	REVENUE TRANSFER
AQUATIC CENTER							
42	10 3830 000	CONTRIBUTIONS OTHER FUNDS	(136,969)	(1,214)	(138,183)	70-2954100	Move Tooele Swim Club funds to cover expenses 10-3830000
	10 4562 483019	TSC SWIM CLUB	0	1,214	1,214		
AQUATIC CENTER							
43	10 3890 000	APPROPRIATION FROM FUND BALANCE	(2,599,842)	(45,676)	(2,645,518)		Increase in natural gas monthly gas charges
	10 4562 282000	QUESTAR GAS	30,000	45,676	75,676		
GOLF COURSE							
44	10 3471 105	GOLF / RESALE CONCESSIONS	(65,000)	(30,000)	(95,000)		Increase on resale items, covered by increased revenue
	10 4565 482013	RESALE ITEMS CONCESSIONS	40,000	30,000	70,000		
NON DEPARTMENTAL							
45	10 3830 000	CONTRIBUTIONS OTHER FUNDS	(138,183)	(400)	(138,583)	70-2964400	Transfer funds from trust account for Triathlon expenses 10-3830000
	10 4150 483016	CELEBRATIONS - 4TH OF JULY	37,000	400	37,400		
NON DEPARTMENTAL							
46	10 3890 000	APPROPRIATION FROM FUND BALANCE	(2,645,518)	(37,500)	(2,683,018)		Funds for Dowdell contract down payment
	10 4150 481000	SPECIAL DEPARTMENT SUPPLIES	0	37,500	37,500		
PAR TAX							
47	21 3890 000	APPROPRIATION - FUND BALANCE	(470,325)	(4,300)	(474,625)		Shipping for buffaloes
	21 4511 921000	CONTRIBUTION TO ARTS COUNCIL	40,000	4,300	44,300		
POLICE							
48	10 3830 000	CONTRIBUTIONS - OTHER FUNDS	(138,583)	(15,000)	(153,583)	70-2963100	Shop With A Cop Expenses from Trust Fund 10-3830000
	10 4211 481100	SHOP WITH A COP	2,093	15,000	17,093		
FIRE							
49	10 3312 104	FED HOMELAND SEC GRANT - FIRE	0	(36,000)	(36,000)		Fire Homeland Security Grant for radios
	10 4222 486004	HOMELAND SECURITY GRANT	0	36,000	36,000		
ADMINISTRATION/CAPITAL PROJECTS							
50	41 3813 000	TRANSFER FROM GENERAL FUND	(1,609,370)	(500,000)	(2,109,370)		Transfer to capital projects fund
	10 4810 911041	TRANSFER TO 41 FUND	1,609,370	500,000	2,109,370		
ADMINISTRATION							
51	10 3830 000	CONTRIBUTIONS OTHER FUNDS	(138,583)	(4,940)	(143,523)	70-2948100	Transfer funds from trust account for Mayor's golf tournament 10-3830000
	10 4131 541000	COMMUNITY EVENTS	20,300	4,940	25,240		

TOOELE CITY CORPORATION

RESOLUTION 2022-56

A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING A PROPOSED TAX RATE FOR FISCAL YEAR 2022-2023.

WHEREAS, Utah Code §10-6-133 requires cities to set by ordinance or resolution the real and personal property tax levy, or certified tax rate, for various municipal purposes; and,

WHEREAS, the general tax rate has been calculated preliminarily by the Utah State Tax Commission to be .002009 for Fiscal Year 2022-2023 (compared to .002763 for Fiscal Year 2021-2022, 0.003051 for Fiscal Year 2020-2021, 0.003205 for Fiscal Year 2019-2020, and 0.003334 for Fiscal Year 2018-2019); and,

WHEREAS, the actual certified tax rate will be established at the time of the City Council's approval of the final Fiscal Year 2022-2023 budget, on August 17, 2022; and,

WHEREAS, the City Council proposes to not adopt the Tax Commission certified tax rate but to adopt the same tax rate as certified for Fiscal Year 2021-2022 in order to prevent the historic decline of the certified tax rate; and,

WHEREAS, the City Council convened a public hearing on the proposed tax rate on June 15, 2022, together with the public hearing on the new tentative budget:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City proposed real and personal property tax levy, or proposed tax rate, is hereby set at **0.002763** for Fiscal Year 2022-2023.

This Resolution shall become effective on the date of passage by authority of the Tooele City Charter.

Passed this _____ day of _____, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

Roger Evans Baker, Tooele City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2022-45

A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING THE RESTATED AND AMENDED MASTER PLAN DOCUMENTS FOR THE TOOELE CITY CORPORATION VOLUNTEER FIREFIGHTERS' LENGTH OF SERVICE AWARD PLAN.

WHEREAS, on July 1, 1989, Tooele City implemented the "Tooele City's Volunteer Firemen's Pension Plan ("the Plan"), to provide eligible volunteers with a monthly annuity payment based on their qualifying years of service with the Tooele City Volunteer Fire Department; and,

WHEREAS, effective July 1, 2002, Tooele City adopted a restated and amended the Plan's Master Plan Document that was produced by Walden Lloyd with the law firm Callister, Nebeker, and Mcculough, an attorney and firm knowledgeable on the legal and IRS requirements pertaining to such award plans; and,

WHEREAS, it is prudent for Tooele City to periodically review and update the Master Plan Documents to ensure continued compliance with changes in law or IRS requirements; and,

WHEREAS, Tooele City retained Walden Lloyd, who now works for Durham, Jones, & Pinegar, and retained his team's services to review the Master Plan Documents, to review updates in legal and IRS requirements pertaining to such award plans, and to recommend and make needed updates to the Master Plan Documents and Summary Plan Descriptions; and,

WHEREAS, the Plan Documents have been reviewed, revised, and returned to Tooele City for adoption; and,

WHEREAS, the Human Resource Director, acting as the Plan Administrator as provided in the Plan documents, has reviewed the recommended changes and determined that there is no adverse impact to the Plan participants or Tooele City and that the proposed changes are primarily editorial corrections, edits to account for the addition of a paid fire chief, changes in non-technical administrative matters, or legal updates as recommended by legal counsel, and therefore, recommends the Master Plan Document be adopted to reflect the restatement and amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that: the document attached as Exhibit A is hereby duly adopted by Tooele City as the Restated and Amended Master Plan Documents to be used for the administration of the Tooele City Volunteer Firefighters' Length of Service Award Plan.

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

Restated & Amended Master Plan Document
for the
Tooele City Volunteer Firefighters'
Length of Service Award Plan



**TOOELE CITY CORPORATION
VOLUNTEER FIREFIGHTERS'
LENGTH OF SERVICE AWARD PROGRAM**

RESTATED AND AMENDED
EFFECTIVE JULY 1, 2022

PREPARED BY
DENTONS DURHAM JONES PINEGAR



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ARTICLE I

ESTABLISHMENT

1.1 Establishment: This Plan is adopted as a fully amended and restated Plan by Tooele City Corporation, a governmental entity within the meaning of Code §414(d). Tooele City Corporation is organized and exists under the laws of Utah, with principal offices located at Tooele City, Utah, and is hereafter referred to as the "Plan Sponsor." This restated Plan is signed and executed on the day set forth at the end of this Plan, effective as of July 1, 2022.

1.2 History: Tooele City Corporation, as the sponsoring employer, previously established effective July 1, 1989 the Tooele City Volunteer Firemens' Pension Plan ("Original Plan") for the benefit of Volunteers who have provided Qualified Services (as defined herein) to Tooele City and its citizens. The Original Plan was fully amended and restated in 2002 ("Prior Plan"). This document fully amends and restates the Prior Plan.

1.3 Intent: Tooele City Corporation intends by this Plan to maintain a length of service award program for the benefit of those individuals who shall meet the eligibility requirements hereinafter set forth and for the benefit of the beneficiaries of such individual respectively, as hereinafter provided. Tooele City Corporation further intends that this Plan meet all the requirements of Code §457(e)(11)(B). The Plan shall be interpreted wherever possible, to comply with all applicable terms of the Code and all formal regulations and rulings issued thereunder.

1.4 Limitation on Applicability: The provisions of this Plan shall apply only to individuals who are or who become Volunteers on or after the Effective Date.

ARTICLE II

DEFINITIONS OF TERMS

As used in this Plan the following words and phrases shall have the meanings indicated, unless the context clearly requires another meaning.

2.1 "Administrator or Plan Administrator" shall mean the Committee, as designated in ARTICLE XI hereof, and any successor or successors thereto. In the absence of a Committee, the Human Resources Administrator of the Plan Sponsor shall act as the Administrator.

2.2 "Age" shall mean a person's attained age in completed years and months as of the date determined.

2.3 "Beneficiary" shall mean any person, persons, or trust designated by a Volunteer in a manner as the Plan Administrator may prescribe to receive any death benefit that may be payable hereunder if such person or persons survive the Volunteer. The Volunteer may revoke this designation at any time in similar manner and form. In the event of the death of the designated Beneficiary prior to the death of the Volunteer, the Contingent Beneficiary shall be entitled to receive any death benefit.

2.4 "Code" shall mean the Internal Revenue Code of 1986, as amended.

2.5 "Committee" shall mean the Plan Administration Committee as authorized under Section 11.1 of the Plan. If appointed, the Committee shall have and exercise all duties and authority provided under this Plan.

2.6 "Contingent Beneficiary" shall mean the person, persons, or trust duly designated by the Volunteer to receive any death benefit from the Plan in the event the designated Beneficiary does not survive the Volunteer.

2.7 "Disability" shall mean a medically determinable physical or mental impairment of a Volunteer occurring prior to Normal Retirement Age, whereby the Volunteer has become unable to engage in Qualified Services and which impairment can be expected to result in death or to last for a long-continued and indefinite period of at least six months. The Administrator, in its discretion, shall make the determination of disability upon receipt from the Volunteer of proof thereof. Notwithstanding the foregoing, a Volunteer who is eligible to receive Social Security disability payments shall be deemed to be disabled without further proof.

2.8 "Distribution Date" shall mean the first day of the first month on which the Volunteer's Retirement Benefit is payable or, if later, the date on which the Retirement Benefit is actually paid or begins to be paid.

2.9 "Effective Date" shall mean July 1, 2022. All provisions of this restated Plan shall be effective as of that date unless an alternative date is specifically provided herein. The original effective date of the Original Plan is July 1, 1989.

2.10 "Former Volunteer" shall mean an individual who was a Volunteer, who has incurred a Termination of Service and who retains a right to receive a Retirement Benefit from the Plan.

2.11 "Normal Retirement Age" shall mean a Volunteer's attainment of Age 65.

2.12 "Normal Retirement Date" shall mean the first day of the calendar month on or after a Volunteer's Normal Retirement Age.

2.13 "Plan" shall mean the Plan as stated herein and as may be amended from time to time, denominated the "Tooele City Corporation Volunteer Firefighter's Length of Service Award Program."

2.14 "Plan Sponsor" shall mean Tooele City Corporation.

2.15 "Plan Year" shall mean the fiscal one-year period commencing each July 1st and ending the following June 30th. Plan Years commence with the Effective Date (July 1, 1989) and no Plan Year prior to that date shall be taken into account for any purpose under this Plan.

2.16 "Qualified Services" shall mean Firefighting and Fire Prevention Services (as defined in Section 3.6) provided by the Volunteer through the Tooele City Fire Department. No other services shall constitute Qualified Services under this Plan, even if performed by an individual who would qualify or who qualifies as a Volunteer under this Plan.

2.17 "Retirement Benefit" shall mean the benefit payable to a Volunteer or Former Volunteer as of the Volunteer's Normal Retirement Date.

2.18 "Trust" shall mean the Trust established in conjunction with this Plan, designated as the "Tooele City Corporation Volunteer Firefighter's Length of Service Award Program Trust." Custodial account(s) and contract(s) maintained by the Plan Sponsor to provide funding for the Plan may be treated collectively as the Trust if so elected by the Plan Sponsor. All assets of the Trust shall remain the sole property of the Plan Sponsor and shall be used exclusively to provide the benefits payable under this Plan, subject only to claims of general creditors of the Plan Sponsor.

2.19 "Trust Fund" shall mean all assets held in the Trust and may consist of securities of regulated investment companies (as defined in Code §851(a)) other investments and annuity and insurance contracts held by the Trustee pursuant to the terms of the Trust, together with investment earnings or losses thereon, less any applicable expenses of this Plan and the Trust.

2.20 "Trustee" shall mean the bank, trust company or other entity possessing trust or custodial powers under applicable State or Federal law, or one or more individuals, or any

combination thereof named as parties to the Trust or custodial agreement or any successor thereof.

2.21 "Vested Retirement Benefit" shall mean the portion or percentage of the Volunteer's Retirement Benefit which is non-forfeitable as of any particular time.

2.22 "Volunteer" shall mean an individual who is designated by the Plan Sponsor to be an official volunteer firefighter for the Plan Sponsor and who provides Qualified Services without compensation for hours worked or employee salary. A Volunteer who provides Qualified Services on an ongoing basis and is expected to continue to provide such Services shall be considered an "Active Volunteer" (either a First Class Volunteer or a Senior Status Volunteer). An individual who performs Fire Fighting and Fire Prevention Services and who receives compensation from the Plan Sponsor for such Services is not a Volunteer and shall not be eligible to participate in this Plan during such period. Payment of a nominal fee or stipend (not tied to productivity or hours), or an allowance for reasonable expenses incurred (or reimbursement for such expenses) to a Volunteer in the performance of Qualified Services and the benefits payable under this Plan shall not be considered compensation. A Volunteer shall be designated as having First Class, Senior or Retiree status (as defined in Section 5.2) for purposes of this Plan.

ARTICLE III

SERVICE DEFINITIONS AND RULES

3.1 "Service Commencement Date" shall mean the date on which the Volunteer is first designated by the Plan Sponsor to be eligible to perform Qualified Services.

3.2 "Year of Service" shall mean and consist of:

- (a) A Plan Year beginning on or after July 1, 1989 during which the Volunteer is listed on the Tooele City Fire Department Volunteer roster and
 - (1) For a First Class Status Volunteer
 - (A) is available to perform and actually performs Qualified Services during the Plan Year, and
 - (B) attends a minimum of seventy-five (75%) of all firefighter meetings and training exercises held by the Tooele City Fire Department, or has received an authorized excuse from attendance.
 - (2) For a Senior Status Volunteer:
 - (A) is available to perform and actually performs Qualified Services as requested.
- (b) A partial Plan Year during which a Volunteer satisfies the requirements of a First Class Status Volunteer. However, a partial Plan Year shall not qualify as a Year of Service unless it contains the Volunteer's Service Commencement Date, Service Re-Commencement Date, or date of Termination of Service and exceeds six (6) months in length.
- (c) A Plan Year during which the Volunteer would be available to perform Qualified Services but for the Volunteer's Disability, provided the Disability commences prior to or concurrent with the date of the Volunteer's Termination of Service.

3.3 "Service Re-commencement Date" shall mean the date on which the Volunteer is again designated by the Plan Sponsor to be eligible to perform Qualified Services following the Volunteer's Termination of Service.

3.4 "Break in Service" shall mean the period of time between the Volunteer's Termination of Service and Service Re-commencement Date. A Volunteer who has a Break in

Service and who subsequently has a Service Re-commencement Date shall receive credit for all prior Years of Service, without regard to the Break in Service or the length thereof.

3.5 "Termination of Service" with respect to any Volunteer shall occur on the date the Volunteer is no longer designated by the Plan Sponsor as available to provide Qualified Services due to resignation, discharge, death, retirement, Disability, failure to return at the end of an authorized leave of absence or the authorized extension(s) thereof, or upon the happening of any other event or circumstance which, under the then current policy of the Plan Sponsor or Tooele City Fire Department results in the termination of Volunteer status.

3.6 "Fire Fighting and Fire Prevention Services" shall consist of all activities involving the organized suppression and prevention of fires, including training meetings and exercises, and fire prevention services.

3.7 No Transfer of Service: Only Years of Service accumulated while a Volunteer for the Tooele City Fire Department shall be credited under this Plan. No Services of a Volunteer for any other entity or jurisdiction, even if such Services would qualify as Fire Fighting and Fire Prevention Services, shall be credited under this Plan or transferred to this Plan.

ARTICLE IV

ELIGIBILITY AND PARTICIPATION

4.1 No Minimum Age and Service Requirements: A Volunteer shall be eligible to commence participation in this Plan on his Service Commencement Date, regardless of Age.

4.2 Plan Administrator to Furnish Eligibility Information: Upon each Volunteer's Service Commencement Date, the Plan Administrator shall determine whether the Volunteer is eligible to participate in the Plan, and as soon as practicable, shall notify each Volunteer of their eligibility, and of any application or other requirements for participation.

4.3 Information to be Provided by Volunteer: To commence participation each Volunteer shall complete an enrollment form and shall furnish such other information as is required by the Plan Administrator or which may not otherwise be available from the Plan Sponsor. Failure to timely submit completed forms or provide required information may delay a Participant's eligibility and benefit accrual.

4.4 Reclassification as Volunteer Fire Fighter: Any Volunteer who was previously classified as a Former Volunteer and is reclassified as an Active Volunteer shall re-enter the Plan on the date of his reclassification, which shall be his Service Re-commencement Date.

4.5 Effect of Participation: A Volunteer who has commenced participation in this Plan shall be bound by the terms hereof with the same force and effect as if he had formally executed this Plan.

ARTICLE V

VOLUNTEER BENEFITS

5.1 Amount of Volunteer Retirement Benefit: The Vested Retirement Benefit payable to a Volunteer shall be a monthly payment commencing at Normal Retirement Age and equal to:

Five dollars (\$5.00) multiplied by the number of Years of Service credited to the Volunteer multiplied by the applicable vesting percentage indicated by Section 10.2.

Years of Service for purposes of the above formula shall be credited to a Volunteer only for so long as the Volunteer is in First Class or Senior status and not yet attained Normal Retirement Age.

5.2 Volunteer Status:

- (a) A Volunteer shall be designated as having First Class status from the Service Commencement Date of the Volunteer until the earlier of the Volunteer's Termination of Service or such time as the Volunteer is designated having Senior status or Retiree status.
- (b) A First Class Status Volunteer who has not yet attained Normal Retirement Age may elect to be designated as having Senior status following their twentieth (20th) year of Qualified Services.
- (c) For purposes of this Plan, a Volunteer or former Volunteer who has previously been designated as having Senior status shall automatically be designated as having Retiree status on reaching the Volunteer's Normal Retirement Age. A Volunteer that incurs a Termination of Service on or after attaining Normal Retirement Age shall also be designated as a Retiree.

5.3 Increases in the Amount of Volunteer Retirement Benefit: The Plan Sponsor reserves the right to increase at any time the dollar amount in the formula in Section 5.1. Any increase in the dollar amount shall be applied prospectively. That is, only Years of Service credited to the Volunteer after the increase in the dollar amount is adopted by the Plan Sponsor and becomes effective shall be applied under the formula to determine the Retirement Benefit. Increases in amount under this Section shall be applicable only to the calculation of future Retirement Benefits to be paid to Volunteers who are in First Class or Senior Status. No increase under this Section shall apply to any Volunteer who is in Retiree status at the time the increase becomes effective. A Retirement Benefit may also increase due to a Volunteer completing additional Years of Service after payments commence. Such increase shall apply effective as of the first payment made in the following Plan Year.

5.4 Cost of Living Increases in the Volunteer Retirement Benefit: The Plan Sponsor reserves the right to adjust the amount of any Retirement Benefit which is being paid to a Volunteer in Retiree status to reflect increases in the cost of living. No increase will be retroactive and no adjustment will ever reduce the level of monthly benefit being paid to a Retiree status Volunteer. The Plan Sponsor reserves the right in its discretion to select (and change from time to time) the benchmark or other reference used to determine the amount of cost of living increase, which may be determined as a percentage of the current Retirement Benefit or as an additional flat dollar amount per month. The Plan Sponsor may apply any ratio or percentage of the cost of living increase when determining the adjustment to the Retirement Benefit and shall not be required to match or equal any benchmark or reference used for this purpose.

5.5 Limit on Increases and the Amount of Volunteer Retirement Benefit: In no event shall the actuarial present value for a Plan Year of the Retirement Benefit which accrues to a Volunteer for any Plan Year (including increases applied thereto) ever exceed the sum of \$6,000, as adjusted by Code §457(e)(11)(B)(iii).

5.6 Required Forms of Payment: All Retirement Benefits shall be paid using direct deposit. If a Volunteer fails or refuses to timely provide the necessary information, the Volunteer will forfeit payments until such information is provided.

ARTICLE VI

VALUATION

6.1 Revaluation of Assets: Not less frequently than as of the last day of each Plan Year, the Plan Administrator shall re-value the net assets of any Trust or investment fund employed by the Plan Sponsor to provide Benefits under this Plan. At the Plan Administrator's discretion, applied on a consistent basis, the Plan Administrator may similarly re-value the net assets of the Trust or investment fund on a more frequent basis, which may be as frequent as daily. The last day of any valuation period shall be referred to as an Interim Valuation Date. The net investment income or loss in the Trust or on the investment fund since the previous Annual or Interim Valuation Date shall then be determined.

ARTICLE VII

IN-SERVICE WITHDRAWALS

7.1 Limited Exception to No In-Service Withdrawal Rules: Except as otherwise provided in ARTICLE VIII no amounts may be withdrawn by a Volunteer from the Plan or paid to a Volunteer from the Plan as a Retirement Benefit prior to his Termination of Service.

ARTICLE VIII

PAYMENT OF RETIREMENT BENEFITS

8.1 Normal Retirement: A Volunteer who is still in First Class status on attaining Normal Retirement Age may continue to provide Qualified Services as a Volunteer hereunder beyond his Normal Retirement Age and shall continue to be treated in all respects as Volunteer with First Class status and continue to receive Years of Service Credit until he attains the earlier of his Termination of Service or the date of his actual Termination of First Class status. When a Volunteer has a Termination of Service or loss of First Class Status following his Normal Retirement Date he shall then be considered a Retiree.

8.2 Payment of Retirement Benefits After Attainment of Normal Retirement Age: A Volunteer or Former Volunteer who attains Normal Retirement Age shall commence receipt of his Vested Retirement Benefits as provided in ARTICLE V on his Normal Retirement Date without regard to whether such Volunteer has a Termination of Service. In the event the Volunteer continues to be designated as having First Class status upon attaining Normal Retirement Age and has not had a Termination of Service when Vested Retirement Benefits commence, for each Plan Year thereafter the amount of the Vested Retirement Benefit of the Volunteer shall be adjusted prospectively as of the first day of the following Plan Year to reflect the increase in Vested Retirement Benefit amount due to the additional Year(s) of Service credit earned by the Volunteer. Adjustment of the Vested Retirement Benefit shall continue until the Volunteer is designated as having Retiree status under the rules provided in Section 5.2.

8.3 Disability Retirement Benefit: A Volunteer who incurs a Termination of Service on account of Disability shall nevertheless be considered an Active Volunteer in Senior Status and entitled to receive continuing Years of Service credit and increases in his Retirement Benefit until attainment of Normal Retirement Age. In order to receive the continuing credit the Disabled Volunteer must provide to the satisfaction of the Administrator such evidence of continued Disability as the Administrator reasonably requires from time to time. Failure to provide continuing evidence of Disability may result in no future Years of Service credit, as determined by the Administrator in its discretion. A Volunteer who has incurred a Disability shall be eligible to receive a Retirement Benefit upon attainment of Normal Retirement Age.

8.4 Commencement of Retirement Benefit: Upon attainment of Normal Retirement Age and upon receipt of a claim for benefits a Volunteer's or Former Volunteer's Vested Retirement Benefit shall be payable (without regard to whether the Volunteer has a Termination of Service). The Volunteer's or Former Volunteer's Vested Retirement Benefit shall commence as of the later of (i) the Volunteer's or Former Volunteer's Normal Retirement Date, or (ii) the first day of the month following the date the Volunteer, Former Volunteer or Beneficiary completes and submits a claim for benefits to the Plan Administrator. No Retirement Benefit shall be paid prior to the completion and submission by the Volunteer, Former Volunteer or Beneficiary of the appropriate claim form, and no Retirement Benefit shall be paid on a

retroactive basis. Any Vested Retirement Benefits payable after Normal Retirement Date and before the receipt of the required claims information shall be forfeited.

8.5 Form of Retirement Benefit Payments: The amount of Retirement Benefit, as determined under Section 5.1, shall be payable monthly for one hundred twenty (120) months, and thereafter for the life of the Volunteer or Former Volunteer. No alternate form of Retirement Benefit payment is available from the Plan.

8.6 No Early Retirement Benefits: The Retirement Benefit payable under this Plan is available only upon attainment of Normal Retirement Age by the Volunteer or Former Volunteer.

ARTICLE IX

DEATH BENEFITS

9.1 Death Benefits Payable Prior to Normal Retirement Age: If a Volunteer or Former Volunteer dies prior to attaining his Normal Retirement Age, the death benefit payable to the Beneficiary of the Volunteer or Former Volunteer shall be a lump sum amount equal to his Vested Retirement Benefit, multiplied by the appropriate factor from the applicable mortality table for IRC Section 417(e) set forth in section 1.430(h)(3)-1 of the Treasury Regulations according to the Age of the Volunteer or Former Volunteer on their date of death.

For example, if a 51 year-old Volunteer or Former Volunteer were to die with a Vested Retirement Benefit of \$145 per month, the death benefit would be calculated as $\$145.00 \times 57.0630$ (assuming this is the factor set forth in the applicable mortality table at the time of death) = \$8,274.14.

9.2 Death Benefits Payable After Normal Retirement Age: If a Volunteer or Former Volunteer dies after attaining his Normal Retirement Age (regardless of whether payment of Vested Retirement Benefits have commenced), the death benefit payable to the Beneficiary of the Volunteer or Former Volunteer shall be a lump sum equal to the actuarial value of the Vested Retirement Benefit the Volunteer or Former Volunteer was receiving (or entitled to receive) as of the date of death, and continuing until the expiration of 120 months from the date Retirement Benefit payments commenced to the Volunteer or Former Volunteer, less any previously made payments. If Retirement Benefit payments have not commenced, then the death benefit payments shall be determined using 120 months, commencing as of the first day of the month following the date of death. If the total amount of the payments which would be made to the Beneficiary under this Section 9.2 is less than the lump sum amount which would be payable under Section 9.1 had the Volunteer or Former Volunteer died prior to Normal Retirement Age, the difference shall be paid to the Beneficiary in a lump sum upon the expiration of the monthly death benefit payments. Any payments made to a Beneficiary under this Section 9.2 shall be further reduced by any forfeitures under Sections 5.6 and 8.4 due to claims forms or payment instructions not being received by the Plan on a timely basis.

9.3 Designation of Beneficiary: Each Volunteer or Former Volunteer may designate one or more Beneficiaries and one or more Contingent Beneficiaries and may file with the Plan Administrator a new or revised designation at any time prior to the death of the Volunteer or former Volunteer. Designations shall be in writing on a form provided by the Plan Administrator. The change in marital status of a Volunteer or Former Volunteer from married to unmarried or vice versa shall void any outstanding designation and require the completion and execution of a new designation consistent with the provisions of this Section.

If on the date of the Volunteer's or Former Volunteer's death his designated Beneficiaries do not survive him, the Contingent Beneficiaries shall become the Beneficiary and any death benefits shall be paid to them. If a deceased Volunteer or Former Volunteer is not survived by a designated Beneficiary or Contingent Beneficiary, or if no Beneficiary or Contingent Beneficiary

was designated, the death benefit shall be paid to the person (or in equal shares to the persons) in the first of the following classes of successive preference beneficiaries then surviving: the Volunteer's or Former Volunteer's (a) widow or widower, (b) children (whether actual or adopted) by representation, (c) parents, (d) brothers and sisters, (e) executor or administrator of the Volunteer's estate.

If the Beneficiary or Contingent Beneficiary is living on the date of the Volunteer's or Former Volunteer's death, but does not survive the Volunteer or Former Volunteer by at least thirty (30) days or dies prior to receiving the entire death benefit payable to him, the remaining portion of the death benefit shall be paid to in the order described above.

9.4 Death Benefit Payment Procedure: Upon receipt of a claim for benefits, the Volunteer's death benefit pursuant to Section 9.1 or 9.2 shall be paid by the Trustee to the Beneficiary designated by the Volunteer pursuant to Section 9.3. If the amount of the death benefit payment to be made cannot be immediately ascertained or if it is not possible to make payment because the Plan Administrator has been unable to locate the Beneficiary after making reasonable efforts to do so, a payment retroactive to the applicable date shall be made as soon as administratively feasible after the earliest date on which the amount of such payment can be ascertained or the date the Beneficiary is located, whichever is applicable. No interest shall be included in or added to any delayed payment under this Section.

ARTICLE X

VESTING OF RETIREMENT BENEFITS

10.1 Vesting of Retirement Benefits: Prior to attaining his Normal Retirement Age, a Volunteer or Former Volunteer shall have a Vested Retirement Benefit determined in accordance with the vesting schedule and provisions of Section 10.2. Upon attaining Normal Retirement Age, a Volunteer shall be automatically one hundred percent (100%) vested in his Retirement Benefit.

10.2 Vesting Schedule: A Volunteer's or Former Volunteer's Vested Retirement Benefit as of any given date shall be equal to his Retirement Benefit at such date multiplied by the applicable percentage from the following schedule, based on his number of Years of Service at such date:

<u>Years of Service</u>	<u>Vesting Percentage</u>
Less than 6	0%
6	20%
7	40%
8	60%
9	80%
10 or more	100%
Or Dies in Line of Duty	

A Volunteer or Former Volunteer who dies shall only be vested in his Retirement Benefit according to the above vesting schedule, determined as of the date of death, unless his death occurs while in the line of duty. A Volunteer or Former Volunteer who dies while in the line of duty shall be one hundred percent vested in his Retirement Benefit, regardless of his total number of Years of Service.

10.3 Line of Duty: For purposes of Section 10.2 death in the line of duty shall be deemed to have occurred whenever the death is on account of or is a direct result of:

- (a) engaging in Fire Fighting and Fire Prevention Services;
- (b) travel to or from Fire Fighting and Fire Prevention Services;
- (c) engaging in authorized community outreach services on behalf of Tooele City Fire Department or travel to or from such services; or
- (d) any medical or health condition directly caused by any of the above.

The Administrator shall have complete and sole discretion to determine whether the death of a Volunteer or Former volunteer is on account of or is a direct result of any of the circumstances listed in (a) through (d) above. The Administrator may request any medical records or information necessary to make its determination.

ARTICLE XI

THE PLAN ADMINISTRATOR

11.1 Appointment of Plan Administrator: The Plan Sponsor may appoint a five member Plan Administration Committee to carry out the duties of the Plan Administrator under this Plan. In the absence of any such specific appointment the Director of Human Resources for the City of Tooele shall be the Plan Administrator and all references to the Plan Administrator or Committee shall mean that person. Members of the Plan Administration Committee must also hold one of the following positions with the City of Tooele in order to qualify to serve as one of the five members on the Plan Administration Committee: Fire Chief, a Volunteer appointed by the Mayor, Mayor, Finance Director, and City Attorney or Human Resource Director. Upon appointment of the Committee all references in the Plan to the Plan Administrator or to the Committee shall be deemed to refer to the Plan Administration Committee. The Committee shall act by majority vote, except that they shall act by unanimous vote at any time when there are only three members comprising the Committee.

11.2 Acceptance of Committee Membership: Any person appointed to the Plan Administration Committee shall be deemed to have accepted his appointment without further action unless the person specifically indicates in writing to the Plan Sponsor his unwillingness to serve on the Committee.

11.3 Signature of Plan Administration Committee: When constituted, all persons dealing with the Plan Administration Committee may rely on any document executed by at least three members of the Committee as being the act of the Plan Administration Committee

11.4 Duties of the Plan Administrator: The Plan Administrator shall have discretion regarding and be responsible for the general administration of the Plan including, but not limited to, the following:

- (a) To prepare an annual report for the Plan Sponsor and any requested Plan description and modifications thereto;
- (b) To complete and file any reports and tax forms with the appropriate government agencies to the extent required by law;
- (c) To distribute to Volunteers and/or their Beneficiaries plan descriptions and reports sufficient to inform the Volunteers or Beneficiaries of their accrued Retirement Benefit under the Plan;
- (d) To determine as frequently as necessary which persons qualify as Volunteers and eligible to participate in the Plan;
- (e) To determine the benefits to which Volunteers and their Beneficiaries are entitled and to approve or deny claims for benefits;

- (f) To retain copies of all documents or instruments under which the Plan operates at the principal offices of the Plan Sponsor; to make all such documents and instruments governing the operation of the Plan available for inspection by Volunteers and/or their Beneficiaries and to furnish copies of such documents or instruments to Volunteers and/or their Beneficiaries on request;
- (g) To interpret Plan provisions as needed and in this regard to have complete and total discretion in the interpretation of the Plan; and
- (h) To act as the Plan's agent for the service of legal process, unless another agent is designated by the Plan Sponsor and to act on behalf of the Plan in all matters in which the Plan is or may be a party.

11.5 Claims Procedure: Claims for benefits under the Plan shall be filed with the designated representative of the Plan Administrator on forms supplied by the Plan Sponsor. Written notice of the disposition of claim shall be furnished to the claimant within thirty (30) days after the application is filed. In the event the claim is denied, the reasons for the denial shall be specifically set forth in the notice in language calculated to be understood by the claimant pertinent provisions of the Plan shall be cited, and, where appropriate, an explanation as to how the claimant may perfect the claim shall be provided. In addition, the claimant shall be furnished with an explanation of the Plan's claim review procedure.

11.6 Claims Review Procedure: Any Volunteer, Former Volunteer or Beneficiary of either, who has been denied a benefit or who disagrees with the amount of the benefit paid or to be paid by the Plan ("Claimant") shall be entitled to request further consideration to his claim by filing an appeal with the Tooele City Fire Chief (Fire Chief"). The appeal may be in the form of a request for reconsideration. The request, together with a written statement of the reasons why the Claimant believes his appeal should be allowed and any supporting documentation, shall be filed with the Fire Chief no later than sixty (60) days after receipt of the written notification provided for in Section 11.5 or the commencement of Retirement Benefits, whichever is later. The Fire Chief shall conduct a review of the appeal, and provide a decision as to the allowance or disallowance of the claim within sixty (60) days of receipt of the appeal.

A Claimant may appeal the decision of the Fire Chief if not satisfied with his determination. The appeal shall be directly to the Mayor and shall include a written statement of the reasons why the claimant believes his appeal should be allowed. The appeal must be filed with the Mayor within sixty (60) days of notice of the decision of the Fire Chief. The Mayor, in his sole discretion, may order a hearing at which the Claimant may be represented by an attorney or any other representative of his choosing and at which the Claimant shall have an opportunity to submit written and oral evidence and arguments in support of his claim. During the appeal review period or at the hearing (upon five (5) business days' prior written notice to the Plan Administrator) the Claimant or his representative shall have an opportunity to review all documents in the possession of the Plan Administrator which are pertinent to the claim at issue and its disallowance. A final decision as to the allowance of the claim shall be made by the Mayor

within sixty (60) days of receipt of the appeal unless (i) because of special circumstances there has been an extension of sixty (60) days which has been communicated in writing to the Claimant, or (ii) a hearing is held, in which event the final decision shall be made within one hundred twenty (120) days of receipt of the appeal. The communication of the final decision shall be written in a manner calculated to be understood by the Claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based. Upon receipt of the final decision, any action regarding this Plan or any claim thereunder shall be brought only in the state court located in the City of Tooele or the federal court located in Salt Lake City, Utah, in a non-jury trial. Such action must be brought within one year of the date of the final decision or it is forever barred.

11.7 Compensation and Expenses of Plan Administrator: The Plan Administrator may engage the services of any person, including counsel, whose services, in the opinion of the Plan Administrator, are necessary to assist him in carrying out his responsibilities under the Plan. The Plan Sponsor shall pay and be responsible for any expenses properly and actually incurred for services to the Plan, including such reasonable compensation for services provided by the Plan Administrator as shall have been agreed upon between them, or alternatively, as provided in Section 12.4, the Plan Sponsor may pay such expenses from the Trust Fund.

11.8 Removal or Resignation: Any member of the Committee constituting the Plan Administrator may be removed by appropriate action of the Plan Sponsor upon such notice as may be specified in procedures established by the Plan Sponsor, and may resign upon thirty (30) days advance written notice to the Plan Sponsor. Upon removal or resignation, or the inability of such member for any other reason to act as a Committee member, the Plan Sponsor may appoint a successor. The successor, upon written acceptance, shall have the duties and responsibilities determined by Committee procedures.

11.9 Records of Plan Administrator: The Plan Sponsor shall have access, upon request, to all the records of the Plan Administrator that relate to the Plan.

11.10 Other Responsibilities: Nothing in this Article shall be construed to limit the authority, responsibilities and duties allocated to the Plan Administrator in other Articles of this Plan.

ARTICLE XII

THE PLAN SPONSOR

12.1 Record Keeping: The Plan Sponsor shall maintain records with respect to each Volunteer or Former Volunteer sufficient to enable the Plan Administrator and Trustee to fulfill their duties and responsibilities under the Plan.

12.2 Plan Counsel and Expenses: The Plan Sponsor may engage the service of any person or organization, including counsel, whose services, in the opinion of the Plan Sponsor are necessary for the establishment or maintenance of this Plan. The expenses incurred or charged by a person or organization engaged by the Plan Sponsor pursuant to the previous sentence shall be paid by the Plan Sponsor, or alternatively, as provided in Section 12.4, the Plan Sponsor may make payment from the Trust Fund.

12.3 Other Responsibilities: Nothing in this Article shall be construed to limit the responsibilities or duties allocated to the Plan Sponsor in other Articles of the Plan.

12.4 Payment of Plan Expenses: The Plan specifically permits the payment of Plan administration and operation expenses from the Trust Fund. The Plan Sponsor shall determine in its sole discretion the extent to which Plan administration and operation expenses shall be paid from the Trust Fund. Further, the Plan Sponsor shall be entitled to reimbursement from the Trust Fund for payment of all Plan expenses advanced by the Plan Sponsor which are reasonably subject to reimbursement.

ARTICLE XIII

PLAN AMENDMENT OR MERGER

13.1 Power to Amend: The Plan Sponsor has reserved the power to amend, alter, or wholly revise the Plan, prospectively or retrospectively, at any time, and the interest of every Volunteer is subject to the power so reserved. This power may be exercised by the Committee on behalf of the Plan Sponsor and any action taken by the Committee to amend the Plan shall have the same validity and effect as if made by the Plan Sponsor.

13.2 Limitations on Amendments: Upon execution of any amendment, the Plan Sponsor, Plan Administrator, Committee, Volunteers and their Beneficiaries shall be bound thereby; provided, however, that no amendment:

- (a) Shall enlarge the duties or responsibilities of the Plan Administrator without its consent; or
- (b) Shall cause any part of any asset earmarked for benefit funding by the Plan to be diverted by the Plan Sponsor for any use or purpose other than to provide benefits for Volunteers and their Beneficiaries (including the reasonable cost of administering the Plan) prior to the satisfaction of all liabilities (fixed and contingent) under the Plan to Volunteers and their Beneficiaries; or
- (c) Shall reduce or restrict the Vested Retirement Benefit of any Volunteer, Former Volunteer or Beneficiary.

Notwithstanding the above, all assets of the Plan shall be subject to the claims of general creditors of the Plan Sponsor in the event of the bankruptcy of the Plan Sponsor. The Plan Sponsor also reserves the right to make amendments which may be or become necessary in order that the Plan will continue to conform to the requirements of Code §457(e)(11)(B), or of any generally similar successor provision, or in order that all of the provisions of the Plan will conform to all valid requirements of applicable federal and state laws.

13.3 Method of Amendment: Each amendment shall be stated in an instrument in writing signed by the Plan Sponsor or in the name of the Plan Sponsor by the Committee, consistent with the procedures for actions of the Committee as provided in this Plan. Subject to the limitations above amendments may be retroactive or prospective.

ARTICLE XIV

TERMINATION OR DISCONTINUANCE OF CONTRIBUTIONS

14.1 Right to Terminate: The Plan Sponsor may terminate the Plan at any time by the same method prescribed for Plan amendment set forth in the preceding Article. In the event of Plan Termination the Plan Sponsor shall promptly notify the Plan Administrator, Trustee and all Volunteers and Former Volunteers of such action.

14.2 No Reversion: No termination or amendment of this Plan and no other action shall divert any part of the funds set aside for benefits to any purpose other than the exclusive benefit of Volunteers, Former Volunteers or their Beneficiaries, until all liabilities of the Plan are satisfied.

ARTICLE XV

FUNDING POLICY FOR PLAN BENEFITS AND INVESTMENTS

15.1 Funding Method and Plan Investments: All benefits provided by this Plan shall be unfunded and provided directly from assets and investments of the Plan Sponsor. Nevertheless, the Plan Sponsor may establish a Trust or earmark certain funds or accounts for purposes of funding benefits provided by this Plan. At the Plan Sponsor's discretion assets of the Plan Sponsor held in the Public Treasurer's Investment Fund ("PTIF"), an arm of the Treasurer's Office of the State of Utah, may be earmarked for funding Plan benefits.

15.2 Determination of Funding Liability: The cost of benefits available under this Plan shall be determined actuarially and calculated and valued at least every two years. In determining the liability of the Plan Sponsor for funding and the cost of benefits the aggregate methodology shall be employed. Under this method the excess of the present value of benefits over the market value of any assets earmarked or held in Trust for funding purposes shall be deemed the present value of future normal costs. The normal cost for a Plan Year shall be the present value of future normal costs divided by the average remaining lifetime of the Volunteers eligible for benefits under the Plan. Mortality tables and applicable interest rates shall be determined by the Plan Administrator in consultation with the Plan Actuary. The actuarial value of Plan assets shall be their market value.

15.3 Rules for Use of Trust: In the event the Plan Sponsor elects to establish a Trust or custodial account for the purpose of designating specific funds for benefits, the Trustee shall accept its appointment by executing a separate trust or custodial agreement in a form acceptable to the Trustee and Plan Sponsor. The provisions of the separate Trust Agreement shall control over those in this Plan, but only to the extent such provisions define the duties of the Trustee with respect to the Plan and Trust Fund. Nothing in this Plan shall prevent the Plan Sponsor from appointing multiple Trustees or creating multiple Trusts, each with separate Trustees. If more than one person is appointed as Trustee of a single Trust Fund, they shall act by majority vote; provided, however, that they shall act by unanimous vote at any time when there are only two Trustees. In the event there is more than one Trustee, any reference to Trustee shall be deemed to refer to all Trustees. This section shall not be interpreted to require the creation of a Trust for purposes of benefit funding.

15.4 Procedure for Funding Benefit Payments: All benefit payments shall be made at the direction of the Plan Administrator, in accordance with the terms of the Plan. When benefit payments are to be made from earmarked funds, such as the PTIF, or from other investments of the Plan Sponsor, an amount necessary to fund the payments shall be transferred from the PTIF or other investment fund into an account established by the Plan Sponsor at a federally insured depository institution and designated for this purpose. All benefits shall be paid in the form of direct deposits issued on that account. Neither the Trust, PTIF, any other investment fund nor the depository institution shall be responsible in any way to see to the application of benefit payments from the Plan.

ARTICLE XVI

PROVISIONS AFFECTING BENEFITS

16.1 Non-Availability of Loans: The Plan does not permit loans to Volunteers.

16.2 Anti-Alienation: No accrued Retirement Benefit under this Plan shall be payable to any person or entity other than the Volunteer, Former Volunteer or Beneficiary entitled thereto and no Retirement Benefit shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void. No Retirement Benefit shall be liable in any manner for or subject to the debts, contracts, liabilities, engagements, or actions of any person, nor subject to attachment or legal process for or against any person, and the same shall not be recognized by the Plan, except to such extent as may be specifically required by law.

16.3 No Qualified Domestic Relations Orders: The Plan shall not recognize or honor any creation, assignment or right to any benefit payable with respect to a Volunteer, Former Volunteer or Beneficiary pursuant to a Domestic Relations Order, whether or not a Qualified Domestic Relations Order, as that term may be defined in the Code.

ARTICLE XVII

MISCELLANEOUS

17.1 Volunteer's Rights: This Plan shall not be deemed to constitute a contract between the Plan Sponsor and any Volunteer or to be a consideration or an inducement for the provision of Qualified Services by any Volunteer. Nothing contained in this Plan shall be deemed to give any Volunteer the right to be retained as a Volunteer or to interfere with the right of the Plan Sponsor to discharge or terminate the Services of any Volunteer at any time, regardless of the effect which such discharge shall have upon the Volunteer under this Plan.

17.2 Actions Consistent with Terms of Plan: All actions taken by the Plan Sponsor, Plan Administrator or Trustee with respect to the Plan shall be in accordance with the terms of the Plan.

17.3 Performance of Duties: All parties to this Plan or those claiming any interest hereunder, agree to perform any and all acts and execute any and all documents and papers which are necessary or desirable for carrying out this Plan or any of its provisions.

17.4 Validity of Plan: This Plan shall be construed in a way that is consistent with the Code and regulations thereunder, and, to the extent state and local law have not been preempted by federal law, the laws of the State of Utah and the ordinances of the City of Tooele. In case any provision of this Plan shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of the Plan, but the Plan shall be construed and enforced as if such provision had never been included therein.

17.5 Gender and Number: Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

17.6 Uniformity: All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner.

17.7 Headings: The headings and subheadings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

17.8 Receipt and Release for Payments: Any payment to any Volunteer, his legal representative, Beneficiary, or to any guardian appointed for such Volunteer or Beneficiary in accordance with the provisions of applicable law or this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee, Plan Administrator and the Plan Sponsor, any of whom may require such Volunteer, legal representative, Beneficiary or guardian, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Trustee, Plan Administrator or Plan Sponsor.

17.9 Payments to Minors, Incompetents: In the event the Plan Administrator must direct a payment from the Plan to or for the benefit of any minor or incompetent Volunteer or Beneficiary, the Plan Administrator, in its sole and absolute discretion may, but need not, make distribution to any of the following: a legal or natural guardian of the minor, a court-appointed conservator or guardian of any incompetent, a residential care facility, rest home, sanitarium or similar entity with which the incompetent temporarily or permanently resides, or a person or entity which has applied for and been designated by the United States Government as the recipient or custodian for Social Security benefits for the minor or incompetent. The Plan Administrator may also make payment as directed by the attorney-in-fact of an incompetent Volunteer or Beneficiary when such direction is pursuant to an unrevoked and valid durable power of attorney. Any guardian, conservator, relative, attorney-in-fact, other person or entity shall have full authority and discretion to expend the distribution for the use and benefit of the minor or incompetent. The receipt of the distribution by the guardian, conservator, relative, attorney-in-fact, other person or entity shall be a complete discharge to the Plan, Plan Administrator and Trustee, without any responsibility on the part of the Trustee or the Plan Administrator to see to the application thereof. A Volunteer or Beneficiary shall be deemed incompetent if he or she is incapable of properly using, expending, investing, or otherwise disposing of the distribution, and a court order or the written opinion of a qualified physician, psychiatrist or psychologist setting forth facts consistent with the standards outlined in this Section is presented to the Plan Administrator.

17.10 Missing Persons: Notwithstanding any provision in this Plan to the contrary, if the Plan Administrator is unable to locate any Beneficiary, Former Volunteer or Volunteer who is entitled to any benefit under this plan within three (3) years of the date he becomes entitled to a distribution, after having mailed to the Beneficiary, Former Volunteer or Volunteer a notice of the benefits and the provisions of this section to his last known address, via U.S. Mail postage prepaid, return receipt requested, and after having undertaken such other actions as the Plan Administrator deems reasonable, then no benefit shall be payable from the Plan. This provision does not affect any earlier forfeiture of benefits provided for by Sections 5.6, 8.4 or 9.2. Notwithstanding the foregoing, the Plan Sponsor reserves the right in its sole discretion to direct the Plan Administrator to reconsider and pay any benefit to a Beneficiary, Former Beneficiary or Volunteer who subsequently presents himself and verifies his prior right to a benefit from the Plan.

17.11 Prohibition Against Diversion of Funds: The Plan Sponsor consents that as long as the Plan continues it shall be impossible by operation of the Plan, by amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any Trust or fund maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Volunteers, Former Volunteers or their Beneficiaries.

17.12 Misstatement of Age: If a Volunteer or Beneficiary misstates or misrepresents his Age, date of birth or any other material information to the Plan Sponsor, Plan Administrator or Trustee, the amount, terms and conditions of any benefits payable from the Plan which are

attributable to periods prior to the discovery of such misstatement or misrepresentation shall be limited to the lesser (or more restrictive) of: the amount, terms and conditions determined based on the misstated information; or the amount, terms and conditions determined based on the correct information. The Plan Administrator shall have sole and absolute authority for applying the preceding sentence.

17.13 Counterparts: This Plan and any Trust may be executed in any number of counterparts, each of which shall be deemed to be an original, and the counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan to be executed by its duly authorized representative and the Plan Administrator has accepted the Plan this _____ day of _____, 2022.

PLAN SPONSOR:

CITY OF TOOELE

By: _____

Its: _____

TOOELE CITY CORPORATION

RESOLUTION 2022-46

A RESOLUTION OF THE TOOELE CITY COUNCIL ESTABLISHING PROCEDURES FOR CITY COUNCIL PUBLIC COMMENT.

WHEREAS, House Bill 135 of the 2022 Utah Legislature enacted UCA Section 52-4-201(3) to provide, “A public body holding a meeting that is open to the public shall allow a reasonable opportunity for the public to provide verbal comment during the meeting” and to require, “No later than July 1, 2022, a public body shall adopt a resolution, rule, or ordinance that provides a reasonable opportunity for the public to provide verbal and written comments in a [business] meeting of the public body . . . that is open to the public” (see House Bill 135 attached hereto as Exhibit A); and,

WHEREAS, the City Council discussed House Bill 135 during the Council’s May 18, 2022, work meeting, including the public comment rule informally adopted by Tooele County (see Exhibit B); and,

WHEREAS, the City Council desires to offer to the public a reasonable opportunity to provide comment during City Council open business meetings (not open work meetings, closed meetings, or field trips) consistent with House Bill 135 and Section 52-4-202(6)(b) (Public Notice of Meetings), while maintaining the decorum and efficiency of open business meetings; and,

WHEREAS, the City Council desires to establish the following procedural guidelines for the conduct of a public comment portion of its open business meetings:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the following is hereby established as the procedural guideline for the conduct of a public comment portion of City Council open business meetings:

1. Written public comment may be submitted to the City Recorder no later than the day prior to the meeting, and the City Recorder will deliver the written comment to the City Council, whose Chair or acting Chair will indicate during the public comment period the receipt of the written comment and at least the substance of its content.
2. Verbal comment may be provided during the public comment period, subject to the following guidelines:
 - a. Speakers identify themselves by first and last name;
 - b. Speakers identify their local geographical area of residence (e.g. Tooele City);
 - c. Speakers write the information in a. and b., above, on a public comment sign-up sheet provided by the City Recorder;

- d. Speakers address their comments directly to the City Council, and not to the Mayor, City staff, development applicants, presenters, members of the public, or others;
 - e. Speakers adhere to time limitations announced in the meeting by the City Council;
 - f. Speakers shall not use vulgar, obscene, profane, offensive, or threatening language; and,
 - g. Speakers shall not engage in disruptive, threatening, or violent behavior.
3. The City Council Chair or acting Chair retains discretion in the administration of the public comment period, and may alter or add to these procedures and guidelines as needed for meeting decorum and efficiency.

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

House Bill 135 (2022)

26 [52-4-207](#), as last amended by Laws of Utah 2021, Chapter 242



28 *Be it enacted by the Legislature of the state of Utah:*

29 Section 1. Section **52-4-201** is amended to read:

30 **52-4-201. Meetings open to the public -- Exceptions.**

31 (1) A meeting is open to the public unless closed under Sections [52-4-204](#), [52-4-205](#),
32 and [52-4-206](#).

33 (2) (a) A meeting that is open to the public includes a workshop or an executive
34 session of a public body in which a quorum is present, unless closed in accordance with this
35 chapter.

36 (b) A workshop or an executive session of a public body in which a quorum is present
37 that is held on the same day as a regularly scheduled public meeting of the public body may
38 only be held at the location where the public body is holding the regularly scheduled public
39 meeting unless:

40 (i) the workshop or executive session is held at the location where the public body
41 holds its regularly scheduled public meetings but, for that day, the regularly scheduled public
42 meeting is being held at different location;

43 (ii) any of the meetings held on the same day is a site visit or a traveling tour and, in
44 accordance with this chapter, public notice is given;

45 (iii) the workshop or executive session is an electronic meeting conducted according to
46 the requirements of Section [52-4-207](#); or

47 (iv) it is not practicable to conduct the workshop or executive session at the regular
48 location of the public body's open meetings due to an emergency or extraordinary
49 circumstances.

50 (3) (a) (i) A public body holding a meeting that is open to the public shall allow a
51 reasonable opportunity for the public to provide verbal comment during the meeting.

52 (ii) Subsection (3)(a)(i) does not apply to:

53 (A) a meeting that is a work session of the public body; or

54 (B) a planning commission meeting under Title 10, Chapter 9a, Part 3, General Land
55 Use Provisions, or Title 17, Chapter 27a, Part 3, General Land Use Provisions.

56 (b) No later than July 1, 2022, a public body shall adopt a resolution, rule, or ordinance

57 that provides a reasonable opportunity for the public to provide verbal and written comments in
58 a meeting of the public body:

59 (i) that is open to the public; and

60 (ii) to which Subsection (3)(a) applies.

61 (c) Notwithstanding Subsections (3)(a) and (b), legislative rules govern public
62 comment at a public meeting of the Legislature or of a legislative committee.

63 Section 2. Section **52-4-207** is amended to read:

64 **52-4-207. Electronic meetings -- Authorization -- Requirements.**

65 (1) Except as otherwise provided for a charter school in Section **52-4-209**, a public
66 body may convene and conduct an electronic meeting in accordance with this section.

67 (2) (a) A public body may not hold an electronic meeting unless the public body has
68 adopted a resolution, rule, or ordinance governing the use of electronic meetings.

69 (b) The resolution, rule, or ordinance may:

70 (i) prohibit or limit electronic meetings based on budget, public policy, or logistical
71 considerations;

72 (ii) require a quorum of the public body to:

73 (A) be present at a single anchor location for the meeting; and

74 (B) vote to approve establishment of an electronic meeting in order to include other
75 members of the public body through an electronic connection;

76 (iii) require a request for an electronic meeting to be made by a member of a public
77 body up to three days prior to the meeting to allow for arrangements to be made for the
78 electronic meeting;

79 (iv) restrict the number of separate connections for members of the public body that are
80 allowed for an electronic meeting based on available equipment capability; or

81 (v) establish other procedures, limitations, or conditions governing electronic meetings
82 not in conflict with this section.

83 ~~[(3) A public body that convenes or conducts an electronic meeting shall:]~~

84 ~~[(a) give public notice of the meeting:]~~

85 ~~[(i) in accordance with Section **52-4-202**; and]~~

86 ~~[(ii) except for an electronic meeting under Subsection (5)(a), post written notice at the~~
87 ~~anchor location; and]~~

Exhibit B

Tooele County Public Comment Rule (2022)

Allowing Public Comments During Meetings That Are Open to the Public

Prepared by Colin Winchester, Deputy Tooele County Attorney
Draft: April 7, 2022

(required by HB 135 – must be adopted prior to July 1, 2022)

1. Each meeting of the County Council that is open to the public (except work meetings) shall include a reasonable opportunity for the public to provide written comments and verbal comments during the meeting.
2. Persons ^{may} ~~shall~~ provide written comments to the clerk
3. Persons who provide verbal comments:
 - shall identify themselves and their area of residence at the beginning of their comments
 - shall address their comments to the Council (not to others)
 - should not simply reiterate previous speakers' comments
 - shall adhere to established time limits (if any)
 - shall maintain appropriate decorum
 - shall not use vulgar or offensive language
 - shall not engage in violent or disruptive or other inappropriate behavior

TOOELE CITY CORPORATION

RESOLUTION 2022-53

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH DOWDLE STUDIOS, LLC, TO DESIGN AND CREATE A COMMISSIONED ACRYLIC PAINTING OF TOOELE CITY.

WHEREAS, the Tooele City desires to have a commissioned acrylic painting to be designed and created for Tooele City; and,

WHEREAS, Dowdle Studios, LLC, has proposed to provide these services and Tooele City wishes to enter into the agreement with Dowdle Studios, LLC.; and,

WHEREAS, the proposed commissioned painting agreement is attached hereto as Exhibit A; and,

WHEREAS, the agreement amount is \$75,000 to design and create the acrylic painting of Tooele City, and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that an agreement with Dowdle Studios, LLC, (see Exhibit A) is hereby approved, to design and create a commissioned acrylic painting of Tooele City for the sum of \$75,000.

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

Commissioned Painting Agreement

COMMISSIONED PAINTING AGREEMENT

This Commissioned Painting Agreement (the "Agreement") is entered into as of last signature date below, by and between TOOEELE CITY, UT with a principal place of business at 90 N MAIN ST, TOOEELE, UT 84074 and Eric Dowdle, doing business as Dowdle Studios, LLC with a principal place of business at 1280 West 200 South, Lindon, UT 84042 ("ARTIST"), each a "Party" and collectively, the "Parties."

Whereas, TOOEELE CITY, UT desires the services of an ARTIST to design and create a commissioned 32 X 40 (size) acrylic painting; and

Whereas ARTIST has experience as an ARTIST for projects such as that desired by TOOEELE CITY, UT; and

Whereas, TOOEELE CITY, UT selected ARTIST to provide these services, and TOOEELE CITY, UT performed by ARTIST and attendant rights, duties and responsibilities of ARTIST and TOOEELE CITY, UT.

Therefore, in consideration of mutual covenants and promises of TOOEELE CITY, UT and ARTIST set forth in this Agreement, it is agreed as follows:

Scope of Services

1. ARTIST shall commence services hereunder immediately upon execution of this Agreement.
 - a. Artwork Design, Creation and Ownership. ARTIST shall design and paint a commissioned 32 X 40 (size) acrylic painting for TOOEELE CITY, UT. The same shall hereafter be called ART. ARTIST shall make a good faith effort to include the items from TOOEELE CITY, UT "must haves" list, which is attached hereto as Exhibit B and incorporated herein by this reference, in the design of ART. As part of designing ART, ARTIST shall come to TOOEELE CITY, UT to do research for ART, including taking pictures. Upon completion, delivery and payment, TOOEELE CITY, UT shall be the owner of the ART with all rights, title and interest therein except as provided for in paragraph 1.b. of this Agreement.
 - b. Copyright and Royalty. ARTIST shall retain all copyright, reproduction, and distribution rights to the ART not otherwise transferred to TOOEELE CITY, UT upon completion, delivery, and payment of the ART. TOOEELE CITY, UT may use images of the ART and Other Products to market and advertise retail products noted in 1.c. and to market TOOEELE CITY, UT events. Upon completion, delivery and payment, TOOEELE CITY, UT shall have exclusive marketing rights for 12 months.

- c. Product Orders. In addition to the ART, ARTIST shall, as requested by TOOEELE CITY, UT, supply to TOOEELE CITY, UT framed artwork, puzzles, wooden puzzles, or other products (hereinafter “Other Products”) created by ARTIST depicting the ART at ARTIST’s wholesale cost set forth in Exhibit A. TOOEELE CITY, UT may retail any Other Products supplied by ARTIST at any price as determined by TOOEELE CITY, UT

- d. Delivery of ART. ARTIST shall provide to TOOEELE CITY, UT all drawings that are necessary to describe and show ART by no later than 28 June, 2022. TOOEELE CITY, UT may then provide feedback to ARTIST on said drawing to the extent the drawings do not include the “must-have” items listed in Exhibit B, and ARTIST shall modify the design of ART to comply with Exhibit B. If at the time the ARTIST modifies the drawings to include the items in Exhibit B and TOOEELE CITY, UT is still not satisfied with the proposed ART, TOOEELE CITY, UT shall have the option of terminating this agreement by informing ARTIST in writing of its intent to do so. If TOOEELE CITY, UT terminates as provided herein, the ARTIST will retain the \$37,500.00 paid to ARTIST but TOOEELE CITY, UT will have no further obligation to the ARTIST. ARTIST will meet with TOOEELE CITY, UT for review and approval of the progress of ART at mutually agreeable times. ARTIST shall deliver the completed painting TOOEELE CITY, UT by no later than 01 October 2022.

2. Payment:

- a. TOOEELE CITY, UT shall pay ARTIST a fee of \$75,000.00 to accomplish all designs and creation of the ART for the project. This fee is complete and all-inclusive.

- b. Payment of the \$75,000.00 fee will be made in 2 amounts: \$37,500.00 will be paid to ARTIST Net 15 after this Agreement is executed and \$37,500.00 will be paid to ARTIST Net 15 upon TOOEELE CITY, UT approval satisfaction and delivery by ARTIST of ART to TOOEELE CITY, UT

- c. For Other Product orders as outlined in Exhibit A, payment will be made to ARTIST Net 30 upon delivery by ARTIST of the Other Products to TOOEELE CITY, UT.

3. It is further agreed that:

- a. ARTIST shall at all times be deemed to be an independent contractor with respect to TOOEELE CITY, UT and its performance of services hereunder. ARTIST shall not be appointed TOOEELE CITY, UT officer or agent and shall not have authority to execute documents or take action with the legal force and effect as if those actions were taken by TOOEELE CITY, UT.

- b. ARTIST shall be liable for and be responsible on its own for payment of each of the following:
 - 1. Federal, State or Local taxes.
 - 2. Workers' compensation and all other insurance necessary for ARTIST and all employee and agents of ARTIST performing work or services for purposes of this Agreement.

- c. ARTIST agrees to indemnify and hold harmless TOOELE CITY, UT and its trustees, officers, employees, agents and affiliates from and against all taxes, losses, damages, liabilities, fees, judgments, costs and expenses, including attorney's fees and other legal expenses, arising directly or indirectly from or in connection with ARTIST breaching this Agreement or a determination by a court or agency that the ARTIST or any of its employees, agents or subcontractors as an employee TOOELE CITY, UT.

- d. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in Utah County, State of Utah.

- e. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement. No waiver, alteration or modification of any provision of this Agreement will be binding unless in writing and signed by a duly authorized representative of each of TOOELE CITY, UT and ARTIST. Only another writing signed by both Parties and their duly authorized representatives may modify this Agreement.

- f. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

- g. Nothing in this Agreement establishes in ARTIST any right or interest in TOOELE CITY, UT names or marks. ARTIST agrees not to use, attempt to use, or assert ownership or any interest in any TOOELE CITY, UT intellectual property, including any name or mark.

- h. All notices herein provided to be given, or which may be given, shall be deemed to have been fully given when made in writing and deposited in the US mail, sent certified, prepaid, and addressed as follows:

To: TOOELE CITY
90 N MAIN ST
TOOELE, UT 84074

To Artist: Eric Dowdle
Dowdle Studios, LLC
1280 West 200 South
Lindon, UT 84042

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the last date the Agreement is signed below.

ARTIST

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Commissioned Original Art Product Pricing Menu

<input type="checkbox"/>	Original Painting	36"x50"	\$100,000.00
<input checked="" type="checkbox"/>		32"x40"	\$75,000.00
<input type="checkbox"/>		22"x28"	\$75,000.00

<input type="checkbox"/>	Jigsaw Puzzles (100, 500, 1000)	6,000 min	\$12.00
<input type="checkbox"/>	Framed Giclee Canvas Print Orders over 20 qty. / 50% discount	11"x14"	99.00
<input type="checkbox"/>		16"x20"	170.00
<input type="checkbox"/>		18"x24"	225.00
<input type="checkbox"/>		22"x28"	329.00
<input type="checkbox"/>		32"x40"	716.00
<input type="checkbox"/>		40"x50"	895.00
<input type="checkbox"/>	Stratascares	5"x7"	250.00
<input type="checkbox"/>		8"x11"	400.00
<input type="checkbox"/>		13"x16"	600.00
<input type="checkbox"/>	Wooden Puzzles - Vintage	300 pc	120.00
<input type="checkbox"/>		500 pc	140.00
<input type="checkbox"/>	Wooden Puzzles - Classic	300 pc	

Exhibit “B”

“Must Have” List

TBD

Buildings and Features

“Nice to Have” List

STAFF REPORT

May 4, 2022

To: Tooele City Planning Commission
Business Date: May 11, 2022

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Prosperity at Overlake Phase 2 – Preliminary Subdivision Plan Request

Application No.: P22-64
Applicant: Howard Schmidt, representing Providence TA, LLC
Project Location: Approximately 1280 N Berra Boulevard
Zoning: R1-7 Residential Zone
Acreage: Approximately 14.11 Acres (Approximately 614,649 ft²)
Request: Request for approval of a Preliminary Subdivision Plan in the R1-7 Residential zone regarding the creation of 56 single-family residential lots.

BACKGROUND

This application is a request for approval of a Preliminary Subdivision Plan for approximately 14.11 acres located at approximately 1280 N Berra Boulevard. The property is currently zoned R1-7 Residential. The applicant is requesting that a Preliminary Subdivision Plan be approved to allow for the development of the currently vacant site as 56 single-family residential lots.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Medium Density Residential land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately five dwelling units per acre. The R1-7 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Medium Density Residential land use designation. Properties to the west are zoned P Overlake. Properties to the north are zoned R1-7 Residential. Properties to the east are zoned MR-16 Multi-Family Residential. Properties to the south are zoned R1-7 Residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Subdivision Layout. This subdivision plan proposes to divide the 14 acre property into 55 single-family residential lots and 1 parcel that will be utilized for storm water management. The property is located between Berra Boulevard and the Union Pacific Rail Road Corridor and Drumore Subdivision to the north and Prosperity Phase 1 to the south. The lots range in size from 7,000 square feet up to 16,000 square feet. Each lot in the proposed subdivision meets or exceeds the R1-7 zoning requirements for lot size, lot width and lot frontages.

All roads within the subdivision will be dedicated public rights-of-way and will, after construction and acceptance by the City Council, become the responsibility of Tooele City to maintain. The subdivision will have multiple points of access from recently constructed stubs in the Drumore subdivision to the north and a connection to Prosperity Phase 1 subdivision to the south. The subdivision will also have two connections to Berra Boulevard at 1430 North and 1380 North. The new accesses will directly align with

the opposite existing points of access.

Parcel B will be dedicated to Tooele City and utilized as a storm water detention basin. The applicant will be landscaping the parcel with sod, will be installing an in-ground irrigation system and planting 8 Amur Maple trees around the perimeter of the basin, except where there is a sewer easement. The trees are kept out of the easement to prevent tree roots from penetrating the pipes below the surface.

Fencing. Many of the lots within the subdivision are adjacent to the rail road corridor. In order to maintain consistency with fencing that has been previously installed in Providence, Drumore and Prosperity Phase 1, the applicant will be installing an 8 foot solid masonry fencing along the rear property line of all lots adjacent to the corridor. Lots 217, 218 and 219 are adjacent to a proposed City culinary water well and storage reservoir. These lots will also have the 8 foot solid masonry fence installed along their rear property lines. The developer has agreed to install the fencing along these three lots in partnership with Tooele City and it's water project.

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

REVIEWS

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

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

STAFF RECOMMENDATION

Staff recommends approval of the request for a Preliminary Subdivision Plan by Howard Schmidt, representing Providence TA, LLC, application number P22-64, subject to the following conditions:

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

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general

- welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
 5. The public services in the area are adequate to support the subject development.
 6. All lots within the subdivision exceed the minimum requirements of the R1-7 Residential zone for lot size, lot width and lot frontages.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Prosperity at Overlake Phase 2 Preliminary Subdivision Plan Request by Howard Schmidt, representing Providence TA, LLC for the purpose of creating 55 single-family residential lots, application number P22-64, based on the findings and subject to the conditions listed in the Staff Report dated May 4, 2022:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Prosperity at Overlake Phase 2 Preliminary Subdivision Plan Request by Howard Schmidt, representing Providence TA, LLC for the purpose of creating 55 single-family residential lots, application number P22-64, based on the following findings:”

1. List findings...

EXHIBIT A

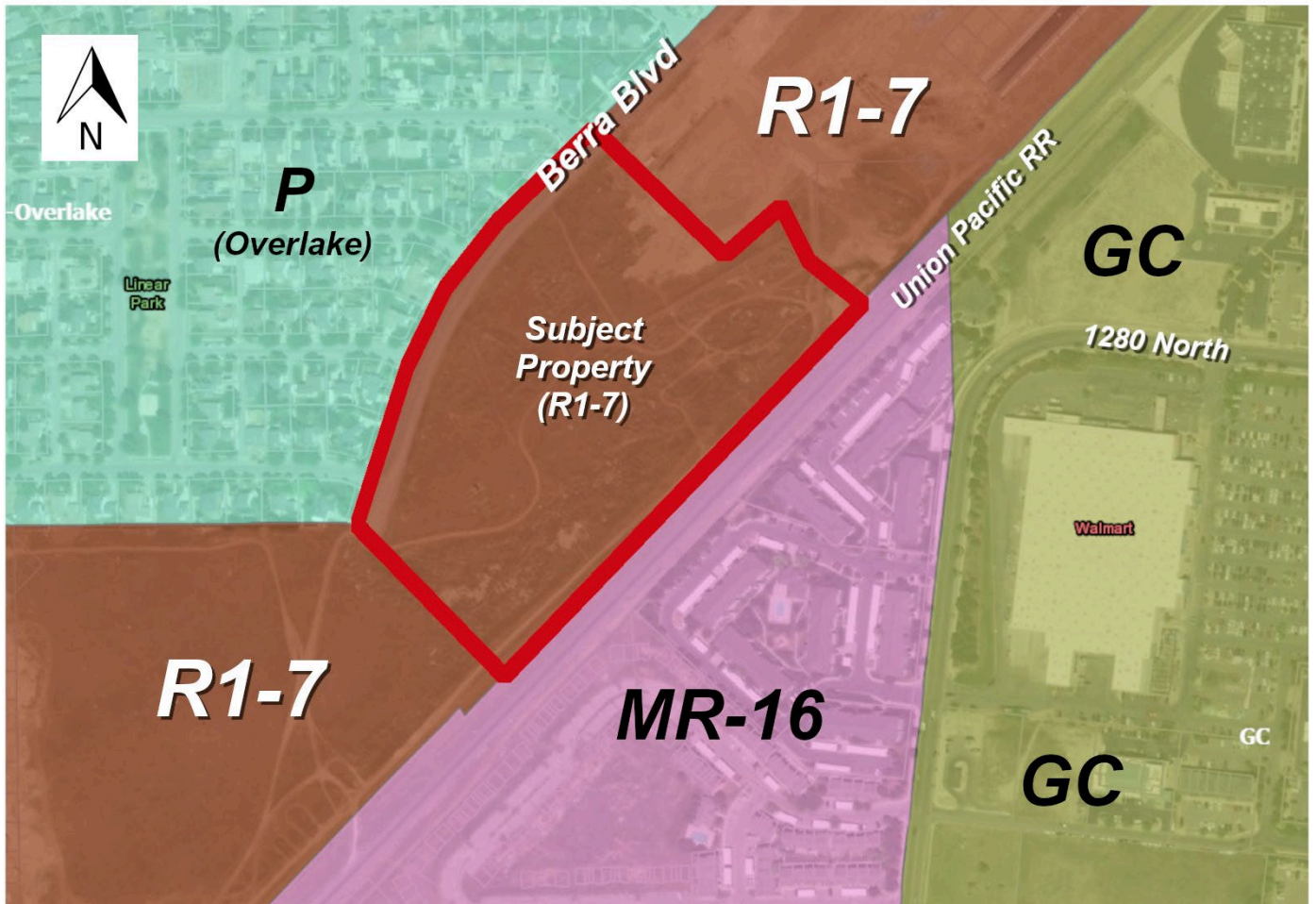
MAPPING PERTINENT TO THE PROSPERITY AT OVERLAKE PHASE 2
PRELIMINARY SUBDIVISION PLAN

Prosperity at Overlake Phase 2 Preliminary Subdivision Plan



Aerial View

Prosperity at Overlake Phase 2 Preliminary Subdivision Plan



Current Zoning

EXHIBIT B

PROPOSED DEVELOPMENT PLANS

PROSPERITY AT OVERLAKE SUBDIVISION PHASE 2

PRELIMINARY PLAT

LOCATED IN THE SOUTHWEST & SOUTHEAST
QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH,
RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, Douglas J. Kinman, 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, hereafter to be known as PROSPERITY AT OVERLAKE SUBDIVISION PHASE 2, 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.

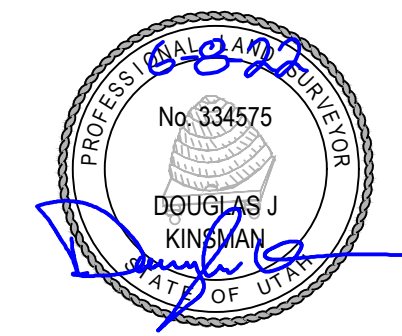
BOUNDARY DESCRIPTION

A parcel of land, situate in the Southwest and Southeast Quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:
Beginning at a point on the Southeastly line of Berra Boulevard, said point is located North 89°37'18" East 2174.58 feet along the Quarter Section line and North 45.66 feet from the West Quarter Corner of said Section 16 and running:
thence South 46°04'52" East 214.21 feet to the Southwesterly Right-of-Way line of Baen Way;
thence South 44°13'13" East 60.04 feet along the Southerly line of said Baen Way;
thence South 46°04'52" East 103.50 feet;
thence North 43°50'08" East 276.55 feet along the Southerly line of Aiden Way;
thence South 46°05'46" East 7.70 feet to the Quarter Section Line;
thence North 01°14'16" West 26.68 feet along said Quarter Section line to the Center of Section;
thence North 89°37'18" East 68.61 feet along the Quarter Section line to the Northerly line of the Union Pacific Railroad Right-of-Way;
thence South 43°54'30" West 1537.98 feet along said Railroad Right-of-Way;
thence North 46°05'30" West 176.65 feet;
thence South 43°54'30" West 6.00 feet;
thence North 46°05'30" West 173.16 feet;
thence North 51°31'41" West 68.25 feet to the Southeastly Right-of-Way line of Berra Boulevard as recorded on file at the Tooele County Recorder's Office as Entry #139507;
thence North 17°23'43" East 212.76 feet along said Southeastly Right-of-Way line this call and the following two calls:
thence Northeastly 476.80 feet along the arc of a 1,000.00 foot radius tangent curve to the right (center bears South 72°36'14" East and the long chord bears North 31°01'38" East 471.32 feet through a central angle of 27°15'40");
thence North 44°39'24" East 233.75 feet, to the Point of Beginning.

Contains 700.448 square feet or 16.08 acres.

JUNE 8, 2022

Date
Douglas J. Kinman



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.00'	23.56'	90°00'00"	S62°23'43"W	21.21'
C2	70.00'	32.39'	26°30'47"	N59°20'53"W	32.10'
C3	29.50'	46.34'	90°00'00"	N1°05'30"W	41.72'
C4	15.00'	13.91'	53°07'43"	S70°28'24"W	13.42'
C5	60.00'	54.84'	52°22'06"	S70°51'15"W	52.95'
C6	60.00'	57.75'	55°08'57"	S17°06'43"W	55.55'
C7	60.00'	58.33'	55°41'49"	S38°19'40"E	56.06'
C8	60.00'	56.82'	54°15'26"	N86°41'43"E	54.72'
C9	60.00'	72.03'	68°47'18"	N25°10'21"E	67.79'
C10 (TOTAL)	60.00'	299.77'	286°15'36"	N46°05'30"W	72.00'
C11	15.00'	13.91'	53°07'41"	N17°20'36"E	13.42'
C12	29.50'	46.34'	90°00'00"	N88°54'30"E	41.72'
C13	29.50'	49.68'	96°28'54"	S2°08'57"W	44.01'
C14	130.00'	14.68'	6°28'15"	S47°09'16"W	14.67'
C15	70.00'	7.91'	6°28'15"	N47°09'16"E	7.90'
C16	130.00'	14.71'	6°28'54"	S47°08'57"W	14.70'
C17	1000.00'	69.81'	3°59'59"	S42°39'25"W	69.79'
C18	1000.00'	81.34'	4°39'38"	S38°19'37"W	81.32'
C19	1000.00'	90.10'	5°09'45"	S33°24'56"W	90.07'
C20	29.50'	46.34'	90°00'00"	N88°54'30"E	41.72'
C21	130.00'	14.73'	6°29'27"	S49°20'14"E	14.72'
C22	130.00'	38.13'	16°48'17"	S60°59'06"E	37.99'
C23 (TOTAL)	130.00'	52.86'	23°17'45"	N57°44'22"W	52.49'
C24	15.00'	24.67'	94°14'18"	S22°16'05"E	21.98'
C25	1000.00'	104.43'	5°59'00"	S27°50'33"W	104.38'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C26	1000.00'	46.17'	2°38'44"	S23°31'42"W	46.17'
C27	1000.00'	45.27'	2°35'37"	S20°54'31"W	45.26'
C28	1000.00'	38.69'	2°13'00"	S18°30'13"W	38.68'
C29	15.00'	23.82'	91°00'02"	S65°06'44"W	21.40'
C30	70.00'	28.46'	23°17'45"	N57°44'22"W	28.27'
C31	15.00'	7.34'	28°02'10"	N32°04'25"W	7.27'
C32	60.00'	17.88'	16°53'03"	N26°29'51"W	17.62'
C33	60.00'	46.08'	44°00'16"	N56°56'31"W	44.96'
C34	60.00'	44.45'	42°26'34"	S79°50'04"W	43.44'
C35	60.00'	44.76'	42°44'27"	S37°14'34"W	43.73'
C36 (TOTAL)	60.00'	152.97'	146°04'20"	N88°54'30"E	114.78'
C37	15.00'	7.34'	28°02'11"	S29°53'25"W	7.27'
C38	29.50'	46.34'	90°00'00"	S88°54'30"W	41.72'
C39	29.50'	46.34'	90°00'00"	N1°05'30"W	41.72'
C40	29.50'	46.34'	90°00'00"	N88°54'30"E	41.72'
C41	130.00'	20.89'	9°12'25"	S50°41'42"E	20.87'
C42	130.00'	39.27'	17°18'22"	S63°57'06"E	39.12'
C43 (TOTAL)	130.00'	60.16'	26°30'47"	N59°20'53"W	59.62'
C44	15.00'	23.56'	90°00'00"	S27°36'17"E	21.21'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N72°36'17"W	94.64'
L2	N69°23'15"W	97.88'
L3	N46°05'30"W	102.59'
L4	N57°27'42"W	196.34'
L5	S1°05'30"E	29.98'
L6	N71°56'40"E	60.00'
L7	S74°07'40"E	60.00'

CENTER LINE CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
CL1	100.00'	46.27'	26°30'47"	N59°20'53"W	45.86'
CL2	100.00'	11.29'	6°28'15"	S47°09'16"W	11.29'
CL3	100.00'	11.31'	6°28'54"	S47°08'57"W	11.31'
CL4	100.00'	40.66'	23°17'45"	N57°44'22"W	40.38'

PROPERTY LINE CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	1000.00'	475.80'	27°15'41"	S31°01'34"W	471.33'

DEVELOPER
HOWARD SCHMIDT
PO BOX 95410
SOUTH JORDAN, UT
801-859-9449

NORTH TOOELE CITY SPECIAL SERVICE DISTRICT
APPROVED THIS _____ DAY OF _____, 20____ BY THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT
_____ NORTH TOOELE CITY SPECIAL SERVICE DISTRICT

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

FIRE CHIEF
APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY FIRE DEPARTMENT.
_____ TOOELE CITY FIRE CHIEF

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

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

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

POST MASTER
APPROVED THIS _____ DAY OF _____, 20____ BY THE POST MASTER
_____ POST MASTER

COMCAST
APPROVED THIS _____ DAY OF _____, 20____ BY THE COMCAST CABLE
_____ COMCAST

CENTURY LINK
APPROVED THIS _____ DAY OF _____, 20____ BY THE CENTURY LINK.
_____ CENTURY LINK

CHIEF OF POLICE
APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY CHIEF OF POLICE.
_____ TOOELE CITY CHIEF OF POLICE

CITY ATTORNEY
APPROVED AS TO FORM THIS _____ DAY OF _____, 20____
_____ TOOELE CITY ATTORNEY

CITY ENGINEER
APPROVED AS TO FORM THIS _____ DAY OF _____, 20____
_____ TOOELE CITY ENGINEER

COMMUNITY DEVELOPMENT
APPROVED AS TO FORM THIS _____ DAY OF _____, 20____
_____ TOOELE CITY COMMUNITY DEVELOPMENT

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

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

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-825(A)(4)(V) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PLAT 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 _____ DAY OF _____, 20____
_____ ROCKY MOUNTAIN POWER
BY _____
TITLE _____

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

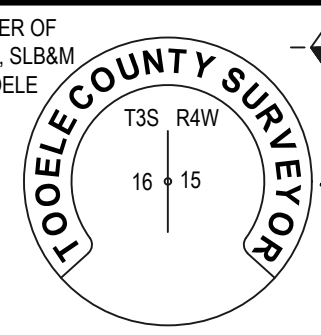
PROSPERITY AT OVERLAKE SUBDIVISION PHASE 2
PRELIMINARY PLAT
LOCATED IN THE SOUTHWEST & SOUTHEAST
QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH,
RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH

	TOOELE 169 North Main Street Unit 1 Tooele, Utah 84074 Phone: 435.843.3590 Fax: 435.578.0108	SALT LAKE CITY Phone: 801.551.0529 LAYTON Phone: 801.561.1100 CEDAR CITY Phone: 435.860.1453 RICHFIELD Phone: 435.866.2863	SHEET 1 OF 3 PROJECT NUMBER : 8008C MANAGER : C. CHILD DRAWN BY : C. CHILD CHECKED BY : D. KINSMAN DATE : 6/8/22
	www.ensigneng.com		

KEY NOTES

- 1 SHARED ACCESS EASEMENT - 20' DEEP OFF THE ROW X 30' WIDE, 15' CENTERED ON EACH SIDE OF THE LOT LINE. (TYP)
- 2 SET STREET MONUMENT PER TOOELE CITY STANDARDS AND SPECIFICATIONS
- 3 FOUND STREET MONUMENT
- 4 PARCEL "B" HEREBY DEDICATED TO TOOELE CITY PENDING APPROVAL OF LANDSCAPING PLANS BY TOOELE CITY PARKS DEPARTMENT.
- 5 LOT 227 DRIVEWAY TO BE LOCATED ON THE NORTH END OF THE LOT.

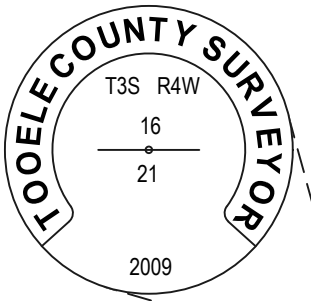
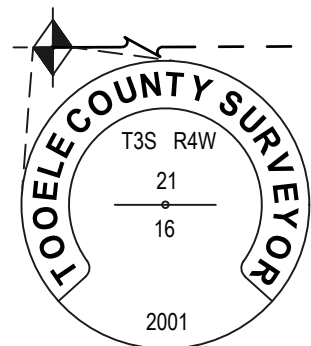
EAST QUARTER CORNER OF SECTION 16, T3S, R4W, SLB&M (FOUND 3" BRASS TOOELE COUNTY SUREYOR MONUMENT) NO DATE



**PRELIMINARY PLAT
PROSPERITY AT OVERLAKE SUBDIVISION PHASE 2**

LOCATED IN THE SOUTHWEST & SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN TOOELE CITY, TOOELE COUNTY, UTAH

NORTH QUARTER CORNER OF SECTION 16, T3S, R4W, SLB&M (FOUND 3" BRASS TOOELE COUNTY SUREYOR MONUMENT, DATED JULY 2001)



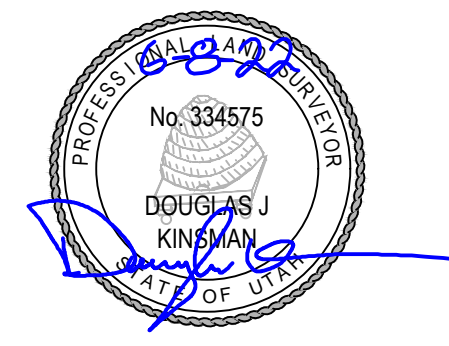
SOUTH QUARTER CORNER OF SECTION 16, T3S, R4W, SLB&M (FOUND 3" BRASS TOOELE COUNTY SUREYOR MONUMENT WITH RING AND LID) DATED 2009

- NOTES:**
1. OFFSET PINS TO BE PLACED IN TOP BACK OF CURB. 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP STAMPED "ENSGN ENG. & LAND SURV." TO BE PLACED AT ALL OTHER LOT AND BOUNDARY CORNERS
 2. EACH LOT IS RESPONSIBLE FOR MAINTAINING THE CITY'S PARK STRIP THAT ADJOINS THAT LOT.
 3. CORNER LOTS WITH ONE ADDRESS ARE RESTRICTED TO HAVING A DRIVE APPROACH BEING ALONG THE ADDRESSED FRONTAGE. CORNER LOTS WITH TWO ADDRESSES CAN HAVE A DRIVE APPROACH ON EITHER OR BOTH FRONTAGES.
 4. PARCEL "B" HEREBY DEDICATED TO TOOELE CITY.
 5. LOT 227 DRIVEWAY TO BE LOCATED ON THE NORTH END OF THE LOT.

LEGEND

	EXISTING STREET MONUMENT		BOUNDARY LINE
	PROPOSED STREET MONUMENT TO BE SET		ADJACENT PROPERTY LINE
	SECTION CORNER		SECTION LINE
	5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."		CENTER LINE
	EASEMENT LINE		RIGHT OF WAY LINE
	PUBLIC UTILITY AND DRAINAGE EASEMENT		ADJACENT RIGHT OF WAY LINE
	ACCESS EASEMENT		TANGENT LINE
	PUBLIC DRAINAGE EASEMENT		

DEVELOPER
HOWARD SCHMIDT
PO BOX 95410
SOUTH JORDAN, UT
801-859-9449

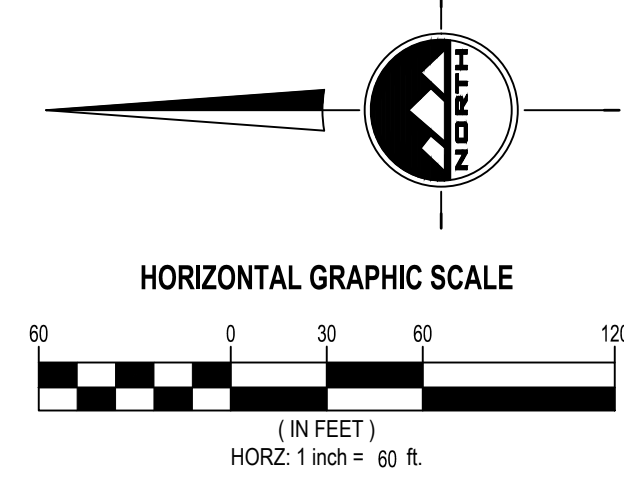


**PRELIMINARY PLAT
PROSPERITY AT OVERLAKE SUBDIVISION PHASE 2**

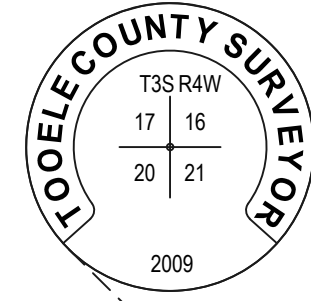
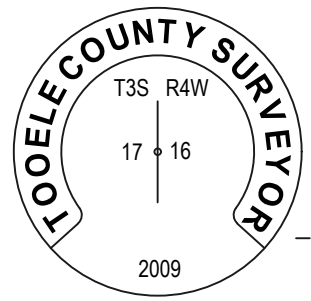
LOCATED IN THE SOUTHWEST & SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN TOOELE CITY, TOOELE COUNTY, UTAH

ENSIGN
TOOELE
159 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435.843.3590
Fax: 435.578.0108
www.ensigneng.com

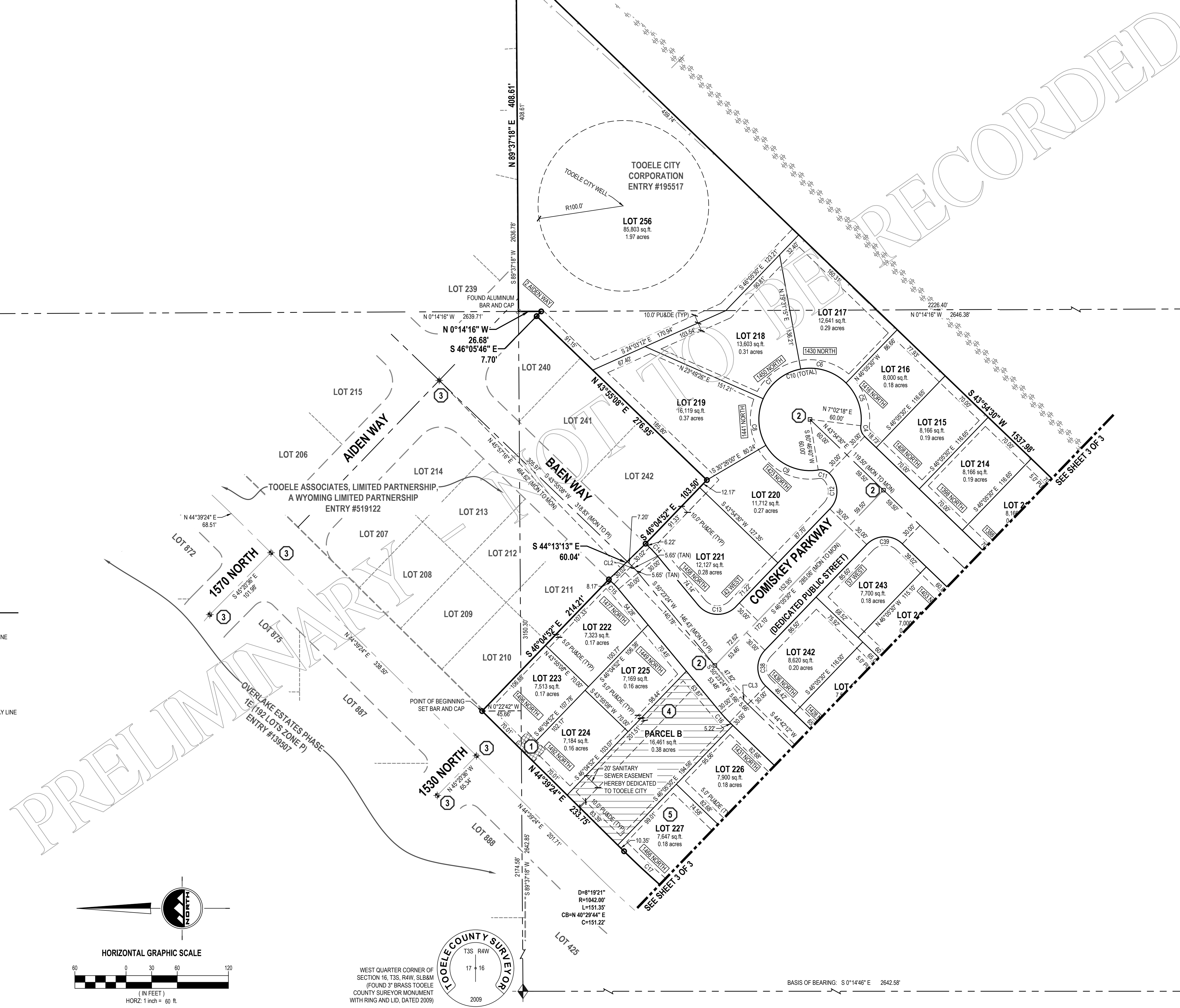
SHEET 2 OF 2
PROJECT NUMBER : 8008C
MANAGER : C. CHILD
DRAWN BY : C. CHILD
CHECKED BY : D. KINSMAN
DATE : 2022-06-08



WEST QUARTER CORNER OF SECTION 16, T3S, R4W, SLB&M (FOUND 3" BRASS TOOELE COUNTY SUREYOR MONUMENT WITH RING AND LID, DATED 2009)

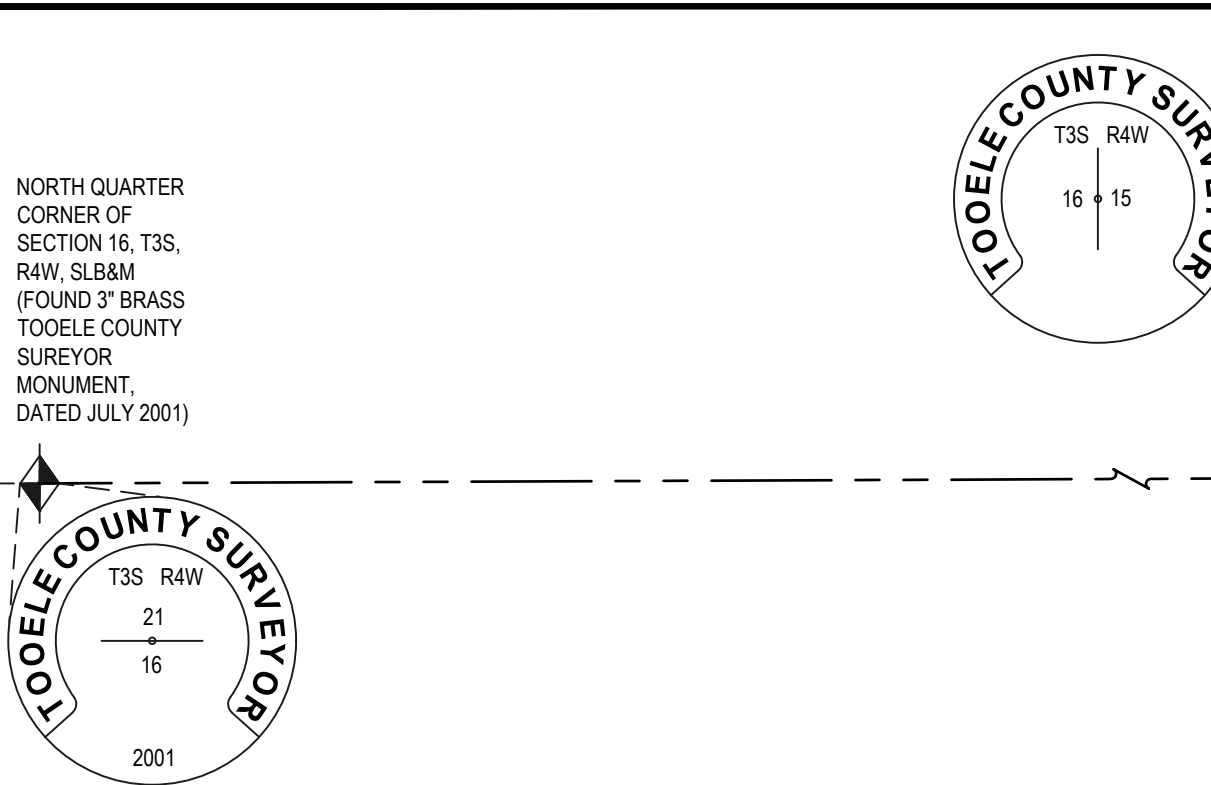


SOUTHWEST CORNER OF SECTION 16, T3S, R4W, SLB&M (FOUND 3" BRASS TOOELE COUNTY SUREYOR MONUMENT WITH RING AND LID) DATED 2009



RECORDED

BASIS OF BEARING: S 0°14'46" E 2642.58'



- KEY NOTES**
- 1 SHARED ACCESS EASEMENT - 20' DEEP OFF THE ROW X 30' WIDE, 15' CENTERED ON EACH SIDE OF THE LOT LINE. (TYP)
 - 2 SET STREET MONUMENT PER TOOELE CITY STANDARDS AND SPECIFICATIONS
 - 3 FOUND STREET MONUMENT
 - 4 PARCEL "B" HEREBY DEDICATED TO TOOELE CITY PENDING APPROVAL OF LANDSCAPING PLANS BY TOOELE CITY PARKS DEPARTMENT.
 - 5 LOT 227 DRIVEWAY TO BE LOCATED ON THE NORTH END OF THE LOT.

- NOTES:**
1. OFFSET PINS TO BE PLACED IN TOP BACK OF CURB, 3/4" x 24" REBAR WITH YELLOW PLASTIC CAP STAMPED "ENSGN ENG. & LAND SURV." TO BE PLACED AT ALL OTHER LOT AND BOUNDARY CORNERS
 2. EACH LOT IS RESPONSIBLE FOR MAINTAINING THE CITY'S PARK STRIP THAT ADJOINS THAT LOT.
 3. CORNER LOTS WITH ONE ADDRESS ARE RESTRICTED TO HAVING A DRIVE APPROACH BEING ALONG THE ADDRESSED FRONTAGE. CORNER LOTS WITH TWO ADDRESSES CAN HAVE A DRIVE APPROACH ON EITHER OR BOTH FRONTAGES
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DEVELOPER
HOWARD SCHMIDT
 PO BOX 95410
 SOUTH JORDAN, UT
 801-859-9449



PRELIMINARY PLAT
PROSPERITY AT OVERLAKE SUBDIVISION PHASE 2
 LOCATED IN THE SOUTHWEST & SOUTHEAST
 QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH,
 RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN
 TOOELE CITY, TOOELE COUNTY, UTAH

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

SALT LAKE CITY
 Phone: 801.251.0503

LAYTON
 Phone: 801.561.1100

CEDAR CITY
 Phone: 435.863.1453

RICHFIELD
 Phone: 435.896.2683

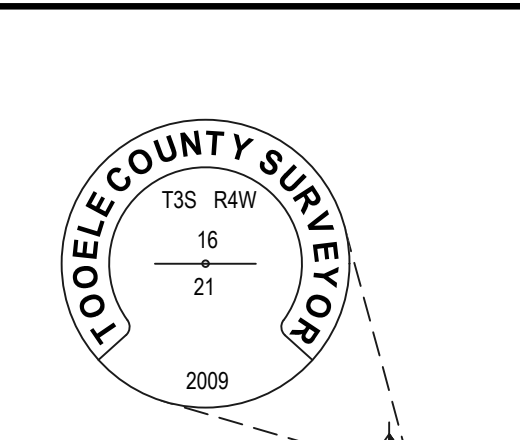
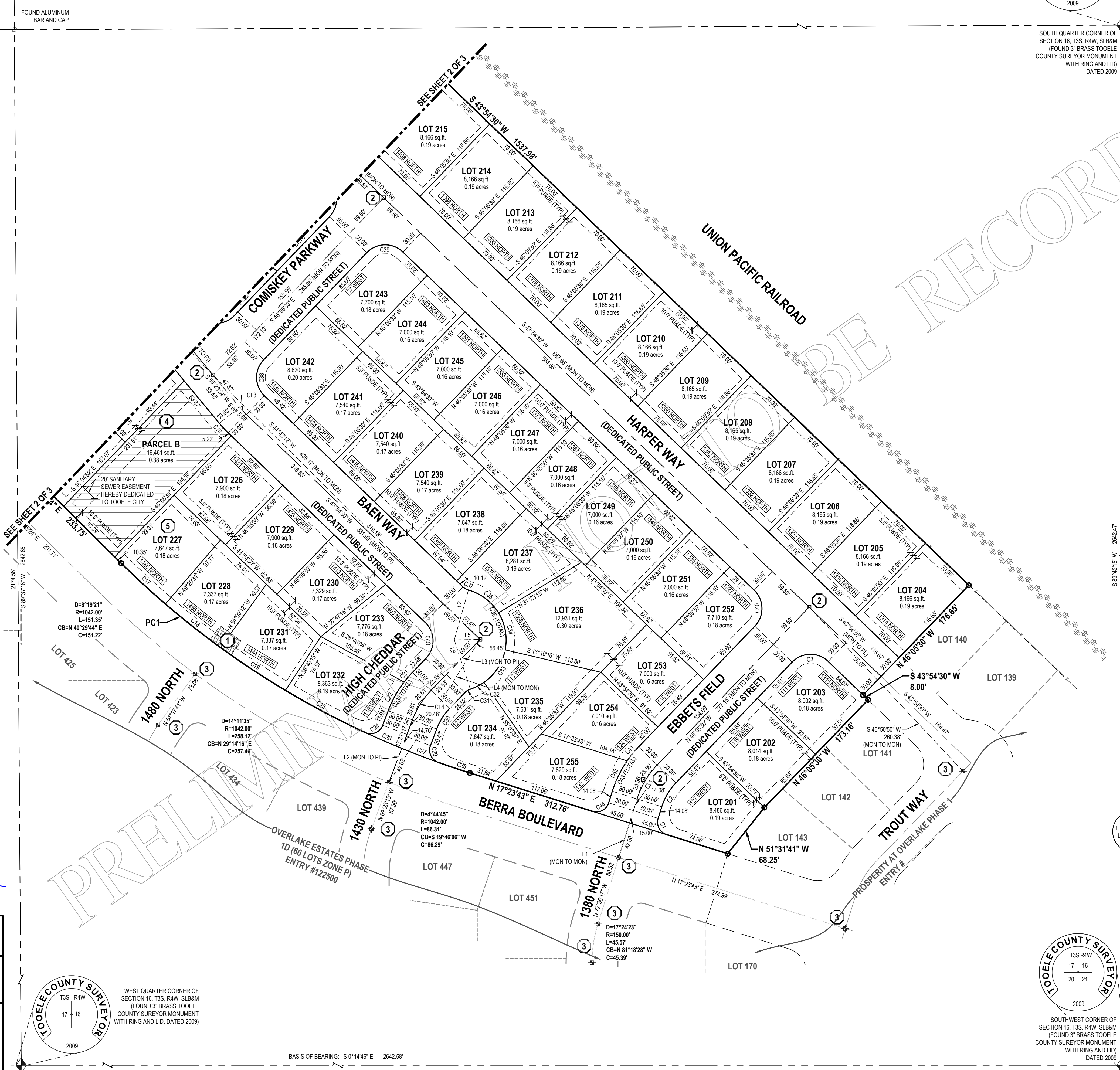
WWW.ENSGNENG.COM

SHEET 3 OF 3

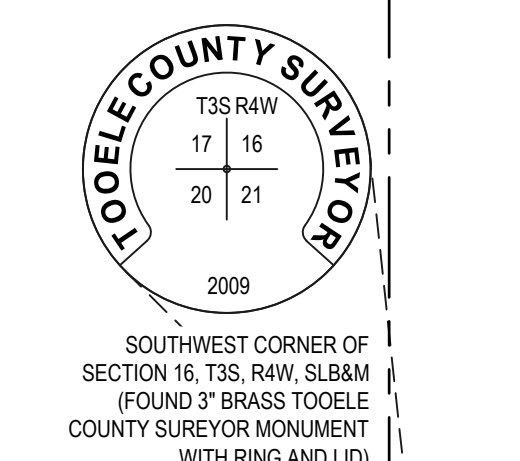
PROJECT NUMBER : 8008C
 MANAGER : C. CHILD
 DRAWN BY : C. CHILD
 CHECKED BY : D. KINSMAN
 DATE : 2022-06-08

PRELIMINARY PLAT
PROSPERITY AT OVERLAKE SUBDIVISION PHASE 2

LOCATED IN THE SOUTHWEST & SOUTHEAST
 QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH,
 RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN
 TOOELE CITY, TOOELE COUNTY, UTAH



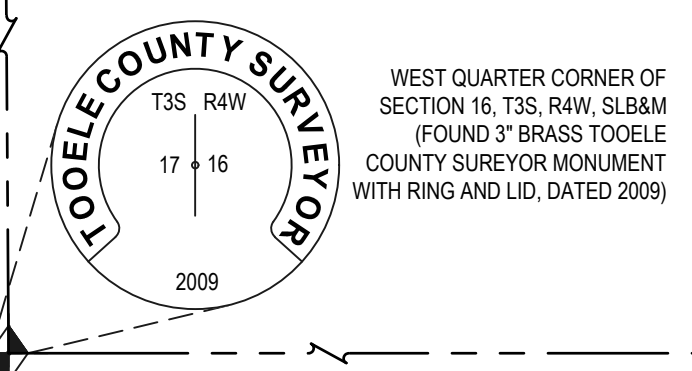
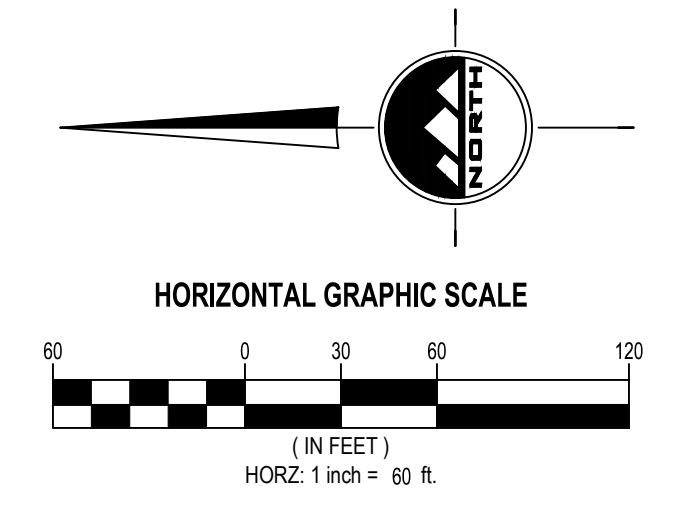
SOUTH QUARTER CORNER OF
 SECTION 16, T3S, R4W, S1/4B&M
 FOUND 3" BRASS TOOELE
 COUNTY SUREYOR MONUMENT
 WITH RING AND LID)
 DATED 2009



SOUTHWEST CORNER OF
 SECTION 16, T3S, R4W, S1/4B&M
 FOUND 3" BRASS TOOELE
 COUNTY SUREYOR MONUMENT
 WITH RING AND LID)
 DATED 2009

LEGEND

	EXISTING STREET MONUMENT		BOUNDARY LINE
	PROPOSED STREET MONUMENT TO BE SET		ADJACENT PROPERTY LINE
	SECTION CORNER		SECTION LINE
	5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."		CENTER LINE
	EASEMENT		EASEMENT LINE
	PUBLIC UTILITY AND DRAINAGE EASEMENT		RIGHT OF WAY LINE
	ACCESS EASEMENT		ADJACENT RIGHT OF WAY LINE
	PUBLIC DRAINAGE EASEMENT		TANGENT LINE



WEST QUARTER CORNER OF
 SECTION 16, T3S, R4W, S1/4B&M
 FOUND 3" BRASS TOOELE
 COUNTY SUREYOR MONUMENT
 WITH RING AND LID, DATED 2009)

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Tooele City Council Work Meeting Minutes

Date: Wednesday, June 1, 2022

Time: 5:30 p.m.

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

City Council Members Present:

Ed Hansen

Justin Brady

Maresa Manzione

David McCall

Tony Graf, Present via phone

Planning Commission Members Present:

Chris Sloan

City Employees Present:

Mayor Debbie Winn

Jim Bolser, Community Development Director

Darwin Cook, Parks and Recreation Director

Shannon Wimmer, Finance Director

Michelle Pitt, City Recorder

Jamie Grandpre, Public Works Director

Jared Stewart, Economic Development Coordinator

Holly Potter, Deputy City Recorder

Minutes prepared by Katherin Yei

1. Open City Council Meeting

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

2. Roll Call

Tony Graf, Present via phone

Ed Hansen, Present

Justin Brady, Present

Maresa Manzione, Present

David McCall, Present

3. Mayor's Report

Mayor Winn presented information on the following:

Three End of Warrantly Certificates were approved and accepted. Graffiti and vandalism are happening in and on the park bathrooms. If the public sees it happening, they can report it on the City Page or call dispatch. Take Pride Tooele has become a successful program within the community. The north end of Seventh Street is now open.

4. Council Member's Report

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

5. Discussion Items

A. 2022-2023 Fiscal Year Budget

Presented by Debbie Winn, Mayor

Ms. Wimmer reviewed changes to the upcoming budget regarding the general fund. They included the following:

Increase for APR Records, amount of insurance renewal, changes in the Fire Department with the Fire Chief, added money for phone allowance, and updated cemetery software.

Mayor Winn presented changes in the 41-fund. They moved funds around within the line items. City Council projects were allocated to the fire station building, gear, and the new Parks building. The Fire Department budget has a program to help with moral and retention that is paid to the Fire Department Association.

Other changes to the budget include the following:

Maintaining the current tax rate, adding a Judgment Levy as a new line item for property tax allowing funds to be allocating for a new fire station and a new fire truck, and a resolution for a raise for the elected officials.

The Council discussed the Judgement Levy. It needs to be implemented soon to help provide needed things within the City. They were in favor of it being implemented this year.

Charter does say the Council determines the elected official salary. They discussed hiring a City Manager or giving the Mayor a raise. The Council discussed giving the Mayor a raise including the cola that had been denied in previous years. Council Member Hansen and Council Member Graf were in favor of doing it over a two-year period. Chairman Brady, Council Member McCall, and Council Member Manzione were in favor of the raise happening in one year.

Mayor Winn addressed the Council concerning the process to begin the fire station building. The architect they saw determined site plan, rooms, and gear needs. They will hire an architect to look at all the information and complete a design. From there they put it out for bid and work through total build out.

B. Multi-Family Residential Zoning Districts (continued from 05/04/22)

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented information on two additional zoning districts, adding in MR-12 and MR-20. During the May 4 meeting, additional information was presented and discussed.

The City Council shared the following questions and concerns:

Are pet ducks and chickens allowed in multi-family housing?

Is having MR-25 ideal to keep within the zoning district?

Mr. Bolser addressed the Council's questions and concerns. Typically, the keeping of farm animals are required a larger amount of property. The formal process will begin for this item.

The Council discussed removing or keeping MR-25. The Council is in favor of presenting and receiving feedback from the Planning Commission regarding two draft versions having MR-25.

Commissioner Sloan addressed the Council regarding MR-25 being approved or allowed. Mr. Bolser and Mayor Winn responded to the original use and projects that use MR-25.

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

There is no closed meeting.

7. Adjourn

Chairman Brady adjourned the meeting at 6:28 p.m.

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

Approved this ____ day of June, 2022

Justin Brady, City Council Chair

Tooele City Council Business Meeting Minutes

Date: Wednesday, June 1, 2022

Time: 7:00 p.m.

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

City Council Members Present:

Ed Hansen

Justin Brady

Maresa Manzione

Tony Graf

Dave McCall

City Employees Present:

Mayor Debbie Winn

Jim Bolser, Community Development Director

Darwin Cook, Parks and Recreation Director

Shannon Wimmer, Finance Director

Michelle Pitt, City Recorder

Jamie Grandpre, Public Works Director

Jared Stewart, Economic Development Coordinator

Holly Potter, Deputy City Recorder

Chris Nielson, Information Technology Director

Minutes prepared by Katherin Yei

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

1. Pledge of Allegiance

The Pledge of Allegiance was led by Jared Stewart, Economic Development Coordinator.

2. Roll Call

Tony Graf, Present

Ed Hansen, Present

Justin Brady, Present

Maresa Manzione, Present

Dave McCall, Present

3. Public Comment Period

Anthony Ferrera shared concerns about a business operating without a business license or following proper City code.

Mayor Winn met with the business to talk about proper operating procedures.

4. Resolution 2022-47 A Resolution of the Tooele City Council Consenting to Mayor Winn's Appointment of Matthew McCoy to the Position of Fire Chief and Director of the Fire Department

Presented by Debbie Winn, Mayor

Mayor Winn presented the appointment of Matthew McCoy to the position of Fire Chief and Director of the Fire Department.

The Council shared their excitement for the future of the Fire Department.

Council Member McCall motioned to approve Resolution 2022-47. Council Member Graff seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

5. Resolution 2022-48 A Resolution of the Tooele City Council Consenting to the Mayor's Appointments to the Tooele City Tree Advisory Board

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented the appointment of Trent Bristle, Benjamin Clayton, and Robin Goucher serving until December 2025, Bailee Parker, Elizabeth Poth, serving until December 2024, and Julianne Prescott and Steven Sagers serving until December 2023 to the Tooele City Tree Advisory Board.

Chairman Brady motioned to Resolution 2022-48. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

6. Resolution 2022-49 A Resolution of the Tooele City Council Approving Insurance Coverage for Insurance Period 2022-2023

Presented by Michelle Pitt, City Recorder

Ms. Pitt presented a renewal for approving insurance coverage for Insurance Period 2022-2023. The insurance is for general liability which covers things like sexual harassment, auto bodily injury, coverage for public officials and law enforcement, property coverage for the City's 109 buildings and 139 pieces of equipment, and automobile coverage for the City's 190 vehicles. There is an increase to the coverage this year with the proposed cost being \$268,924.

Council Member Manzione motioned to approve Resolution 2022-49. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

7. Resolution 2022-50 A Resolution of the Tooele City Council Approving an Agreement with TecServ, Inc. for Computer Network Maintenance Services

Presented by Chris Nielson, Information Technology Director

Mr. Neilson presented an agreement to continue service with TecServ. TecServ has been providing service to Tooele City by implementing technology and procedures.

Council Member Hansen motioned to approve Resolution 2022-50. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

8. Resolution 2022-51 A Resolution of the Tooele City Council Approving an Agreement with Transform Design International, Inc., for a Broadway Town Center Master Plan

Presented by Jared Stewart, Economic Development Director

Mr. Stewart presented an agreement with Transform Design International, Inc. for the Broadway Town Center Master Plan including keeping the historic preservation, new investment, potential uses and zoning evaluations. The City received a grant that pays for majority of costs for the center. The total cost is \$50,000. \$5,000 will come from the RDA with the remaining \$45,000 from the grant. By having a master plan, they can apply for future grants.

The Council shared their appreciation for the received grants, future grants and keeping the historical preservation of Tooele.

Council Member Manzione motioned to approve Resolution 2022-51. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

9. Resolution 2022-52 A Resolution of the Tooele City Council Acknowledging Mayor Winn's Appointments of Tooele Downtown Alliance Committee Members

Presented by Jared Stewart, Economic Development Director

Mr. Stewart presented the appointment of Sharlin Muller, USU representative, to the Tooele Downtown Alliance Committee. This brings the Downtown Alliance to 10 of 15 members.

Council Member Graf motioned to approve Resolution 2022-52. A Resolution of the Tooele City Council Acknowledging Mayor Winn's Appointments of Tooele Downtown Alliance Committee Members. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

10. Minor Subdivision Request by Pete Mittank Representing Double A Partners, LLC for the Gossamer Place Subdivision to Create 3 Lots at 296 East 600 North on 1.28 Acres in the R1-7 Residential Zoning District

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a minor subdivision near 600 North. It is an undeveloped native property zoned R1-7, Residential. The plat is to divide the property into three lots. Lot 1 would include a flag portion that will be owned and maintained by Lot 1 but provides access to all three lots. It has been reviewed by staff and complies with zoning. The Planning Commission forwarded a unanimous positive recommendation.

Council Member McCall motioned to approve Minor Subdivision Request by Pete Mittank. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

11. Minutes

Wednesday, May 18, 2022 City Council Work & Business Meetings

There are no changes to the minutes.

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

12. Invoices

There are no invoices to present.

13. Adjourn

Chairman Brady adjourned the meeting at 7:37pm.

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

Approved this ____ day of June, 2022

Justin Brady, City Council Chair