

**PUBLIC NOTICE**

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, July 20, 2022, at the hour of 7:00 p.m. The meeting will be held at the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah.

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

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Public Comment Period**
4. **Public Hearing & Motion on Ordinance 2022-25** an Ordinance of Tooele City Reassigning the Zoning from MR-8 Multi-Family Residential to MR-20 Multi-Family Residential for .28 Acres of Property Located at 738 West McKellar Street  
*Presented by Andrew Aagard, City Planner*
5. **Resolution 2022-69** a Resolution of the Tooele City Council Consenting to Mayor Winn's Appointment of Susan Callihan to the Library Board of Directors  
*Presented by Jami Carter, Library Director*
6. **Subdivision Preliminary Plan** for the Proposed 400 East Commercial Subdivision by Steve Evans Representing MEH Real Estate, LLC, to Subdivide Approximately 19.40 Acres into 9 Lots Located at Approximately 2100 North 400 East in the IS Industrial Service Zone  
*Presented by Andrew Aagard, City Planner*
7. **Ordinance 2022-23** an Ordinance of Tooele City Amending Tooele City Code Section 8-6-5 Regarding Shared Sewer Laterals  
*Presented by Jamie Grandpre, Public Works Director*
8. **Resolution 2022-65** a Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Animal Shelter Fees  
*Presented by Darwin Cook, Parks & Recreation Director*
9. **Resolution 2022-66** a Resolution of the Tooele City Council Authorizing the Application for and Acceptance of Edward Byrne Justice Assistant Grant Funding for Police Department Equipment  
*Presented by Lonnie Collings, Police Captain*
10. **Resolution 2022-67** a Resolution of the Tooele City Council Approving an Interlocal Agreement Between Tooele City and Tooele County for 2022 Byrne Justice Assistance Grant Funds  
*Presented by Lonnie Collings, Police Captain*

11. **Resolution 2022-68** a Resolution of the Tooele City Council Approving an Agreement with Garrett and Company for Installation of New Playground Equipment at Elton Park  
*Presented by Darwin Cook, Parks & Recreation Director*

12. **Minutes**

13. **Invoices**

14. **Adjourn**

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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@tooelecitey.org](mailto:michellep@tooelecitey.org), Prior to the Meeting.

**TOOELE CITY CORPORATION**

**ORDINANCE 2022 -25**

**AN ORDINANCE OF TOOELE CITY REASSIGNING THE ZONING FROM MR-8 MULTI-FAMILY RESIDENTIAL TO MR-20 MULTI-FAMILY RESIDENTIAL FOR .28 ACRES OF PROPERTY LOCATED AT 738 WEST MCKELLAR STREET.**

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

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

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

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

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

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

WHEREAS, the City received an Amendment Petition for Zoning Map amendment for property located at 738 West McKellar Street on June 17, 2022, requesting that the Subject Property be rezoned from MR-8 Multi-Family Residential to MR-20 Multi-Family Residential, (see Amendment Petition and map attached as Exhibit A, and Staff Report attached as Exhibit B); and,

WHEREAS, the Subject Property is owned by Kim Glaser and is currently

designated as High Density Residential in the Land Use Element of the General Plan; and,

WHEREAS, the MR-20 zoning district complies with the High Density Residential designation of the Land Use Map of the Tooele City General Plan; and,

WHEREAS, the High Density Residential land use designation includes the MR-8, , MR-12, MR -16 and MR-20 Multi-Family residential zoning districts and allows multi-family residential apartments, condominiums and townhomes; and,

WHEREAS, on July 13, 2022, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as Exhibit C); and,

WHEREAS, on July 20, 2022, the City Council convened a duly-noticed public hearing:

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

1. this Ordinance and the zoning map amendment proposed therein is in the best interest of the City in that it will enable an existing non-conforming land use and structure to be brought into compliance and conformance with the Tooele City zoning ordinances; and,
2. the zoning map is hereby amended for .28 acres of land located at 738 West McKellar Street from MR-8 Multi-Family Residential to MR-20 Multi-Family Residential according to the map attached as Exhibit A and staff report attached as Exhibit B.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Pitt, City Recorder

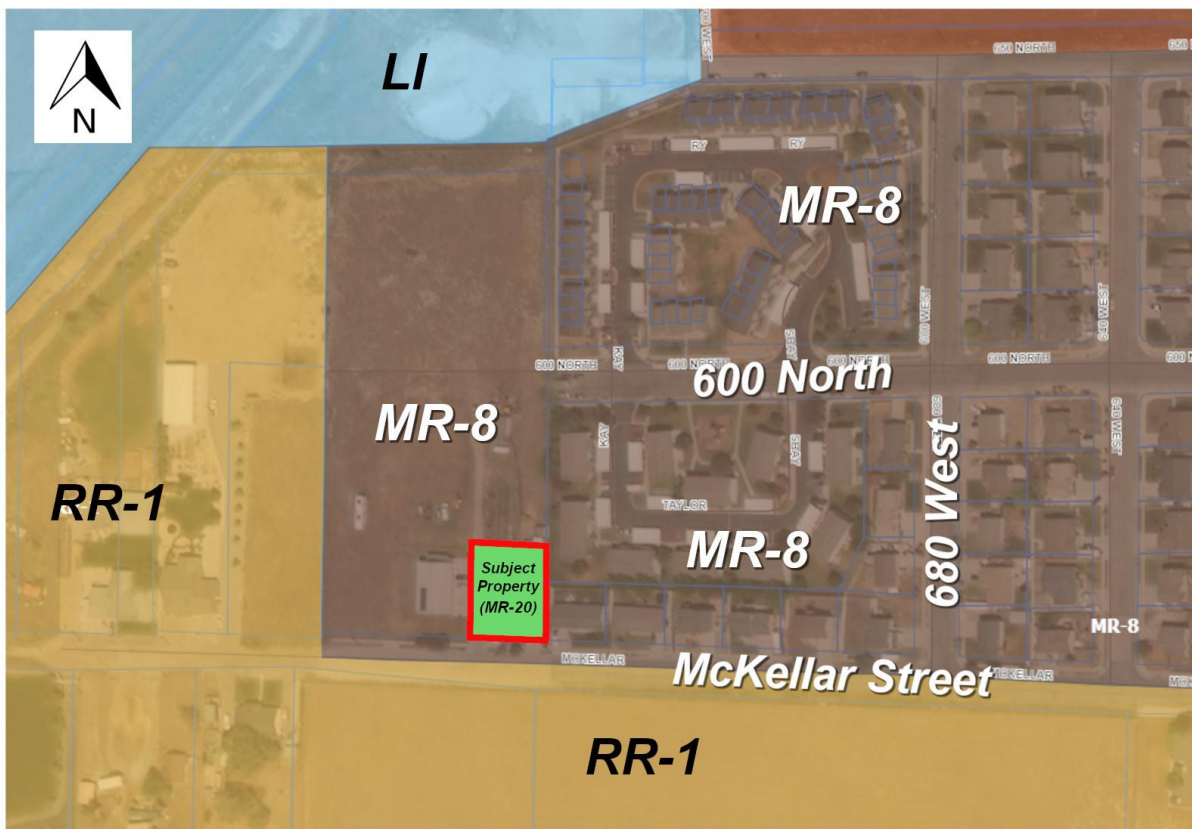
S E A L

Approved as to Form: \_\_\_\_\_  
Roger Baker, Tooele City Attorney

# Exhibit A

## Petition and Mapping Pertinent to Zoning Map Amendment

### *Aubrey Apartments Zoning Map Amendment*



***Proposed Zoning***

Exhibit B

Staff Report

**STAFF REPORT**

July 5, 2022

**To:** Tooele City Planning Commission  
Business Date: July 13, 2022

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, City Planner / Zoning Administrator

**Re: Aubrey Apartments – Zoning Map Amendment Request**

Application No.: P22-695  
Applicant: Johnathan Aubrey  
Project Location: 738 West McKellar Street  
Zoning: MR-8 Multi-Family Residential Zone  
Acreage: .28 Acres (Approximately 12,196 ft<sup>2</sup>)  
Request: Request for approval of a Zoning Map Amendment in the MR-8 Multi-Family Residential zone regarding re-assigning the zoning for the subject property to the MR-20 Multi-Family Residential zone.

**BACKGROUND**

This application is a request for approval of a Zoning Map Amendment for approximately .28 acres located at 738 West McKellar Street. The property is currently zoned MR-8 Multi-Family Residential. The property currently has an existing multi-family residential apartment structure located thereon and includes 6 units. This structure has a non-conforming status in that the 6 units on the site exceed the 8 unit per acre density restriction of the MR-8 zoning district. The applicant is requesting the property be rezoned to MR-20, not to facilitate the construction of new units on the site, but to bring an existing non-conforming use into conformance with the Tooele City zoning code.

It should be noted that this application was originally noticed as the applicant requesting the MR-25 zoning district. Prior to submittal of this application and during the noticing period of this application the City has been considering a change to the MR zoning districts including the addition of the MR-12 and MR-20 zoning districts. On July 6, 2022 the Tooele City Council voted to create the MR-12 and MR-20 zoning districts but also voted to eliminate the MR-25 zoning district. A result of that decision is that the MR-25 zone no longer exists and cannot be used, therefore the applicant has amended his application to request the MR-20 zoning district.

**ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan calls for the High Density Residential land use designation for the subject property. The property has been assigned the MR-8 Multi-Family Residential zoning classification, supporting approximately eight dwelling units per acre. The MR-8 Multi-Family Residential zoning designation is identified by the General Plan as a preferred zoning classification for the High Density Residential land use designation. The properties to the north, west and to the east are zoned MR-8 with the property to the north being undeveloped. Properties to the south are zoned RR-1 Residential and are largely utilized as agriculture. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.



This zoning map amendment request is unique when compared to a typical zoning map amendment request which is usually requested to change the use of a property or to increase the density of a property. This zoning map amendment request is not to increase the number of units constructed on the property or to change the use of the property. The purpose for this request is to make legal a use and structure that was constructed illegally without the necessary land use and building permits.

The property currently bears the MR-8 zoning district and permits up to eight units per acre. At .28 acres the maximum number of units that could be constructed on the property, legally, would be 2 units. There is currently an existing structure that includes 6 units and exceeds the density limitations of the MR-8 zoning district by 4 units. Therefore, the current status of this 6 unit structure is non-conforming. This non-conforming status creates difficulties related to the insurability of property, the refinancing of the property and the continued maintenance of the property, though, staff is not readily familiar with the details of these particular difficulties only that they could exist. The applicant's desire is to bring the structure into compliance with the zoning and remove the non-conforming status currently attached to the property. There are two ways to accomplish this.

1. The applicant could perform a lot line adjustment to enlarge the lot to the point where 6 units complies with the MR-8 zoning code. This would require the lot be enlarged from its current size of .28 acres to nearly .34 acres. The applicant would prefer to not utilize this method as it creates a lot with a large portion being without use.
2. The property could be rezoned to MR-20 Multi-Family Residential. If the MR-20 zone were to be applied to this .28 acre property the unit yield would become 5 instead of just 2. The MR-20 would increase the density on the property and reduce the size of the lot line adjustment needed to bring the number of units into conformance with the City's density per lot limitation.

The Land Use Map of the Tooele City General Plan designates the property as High Density Residential (HDR). The HDR designation includes, currently, three multi-family residential zones. The MR-8 zone which the property is currently zoned, the MR-12 the MR-16 zone and the MR-20 zones. The requested MR-20 zoning district does comply with the Land Use designation of HDR.

There are also existing non-compliance issues related directly to building construction as the structure was remodeled or completed without the necessary building permits. This is a situation the applicant would have to remedy through the Tooele City Building Department through the building permit process and creates the same difficulties a non-conformity also creates. However, these issues are building code issues and are not pertinent to the zoning map amendment discussion.

Staff is not completely familiar with the overall history of this structure, how it was built the way it is or why it was built this way. Staff can only present the situation as it currently exists and the applicant's proposal to bring an existing illegal and non-conforming structure into compliance with Tooele City's zoning codes.

It should also be pointed out that the density issues discussed in this report could be one of many non-conformities that exist on this property as non-conformities are the typical results of a structure being built or converted without the necessary approvals and permits. The zoning map amendment would only resolve the density issues. A zoning map amendment does not resolve other issues that may not be in compliance, for example, automobile parking and compliance with the City's parking standards for multi-family residential, or, building setbacks and compliance with the City's requirements for setbacks from property lines. Those non-conforming issues, if any others exist, would still be non-conforming. A zoning change would not resolve those issues, only the density issues.

Site Plan Layout. A site plan has not been provided by the applicant. However, aerial views have been

provided that clearly demonstrate the existing configuration of the building, parking areas and points of ingress/egress on the site.

Subdivision Layout. The property is classified as an existing parcel of record and is not included in a subdivision.

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

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

## **REVIEWS**

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

1. Rezoning to MR-20 will permit up to 5 units on the .28 acre parcel without a lot line adjustment increasing the size of the parcel.
2. Rezoning the property will serve only to help bring an existing non-conforming 6 unit multi-family residential structure into conformance with the zoning and make the structure legal and will increase the number of units on the property.
3. Other non-conformities and non-compliance issues related to the structure or site plan will not be resolved by a re-assignment of zoning and would need to be resolved according to each respective ordinance or code.

Engineering & Public Works Division Review. The Tooele City Engineering and Public Works Divisions have not reviewed the requested zoning map amendments and have not issued any comments.

Tooele City Fire Department Review. The Tooele City Fire Department has not issued any comments in regards to this Zoning Map Amendment application.

Noticing. The applicant has expressed their desire to rezone the subject property and do so in a manner which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes.

## **STAFF RECOMMENDATION**

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

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

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

## **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Aubrey Apartments Zoning Map Amendment Request by Johnathan Aubrey, reassigning the zoning for .28 acres located at 738 W McKellar Street from MR-8 to MR-20, application number P22-695, based on the findings and subject to the conditions listed in the Staff Report dated July 5, 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 Aubrey Apartments Zoning Map Amendment Request by Johnathan Aubrey, reassigning the zoning for .28 acres located at 738 W McKellar Street from MR-8 to MR-20, application number P22-695, based on the following findings:”

1. List findings...



## Exhibit C

### Planning Commission Minutes

**EXHIBIT A**

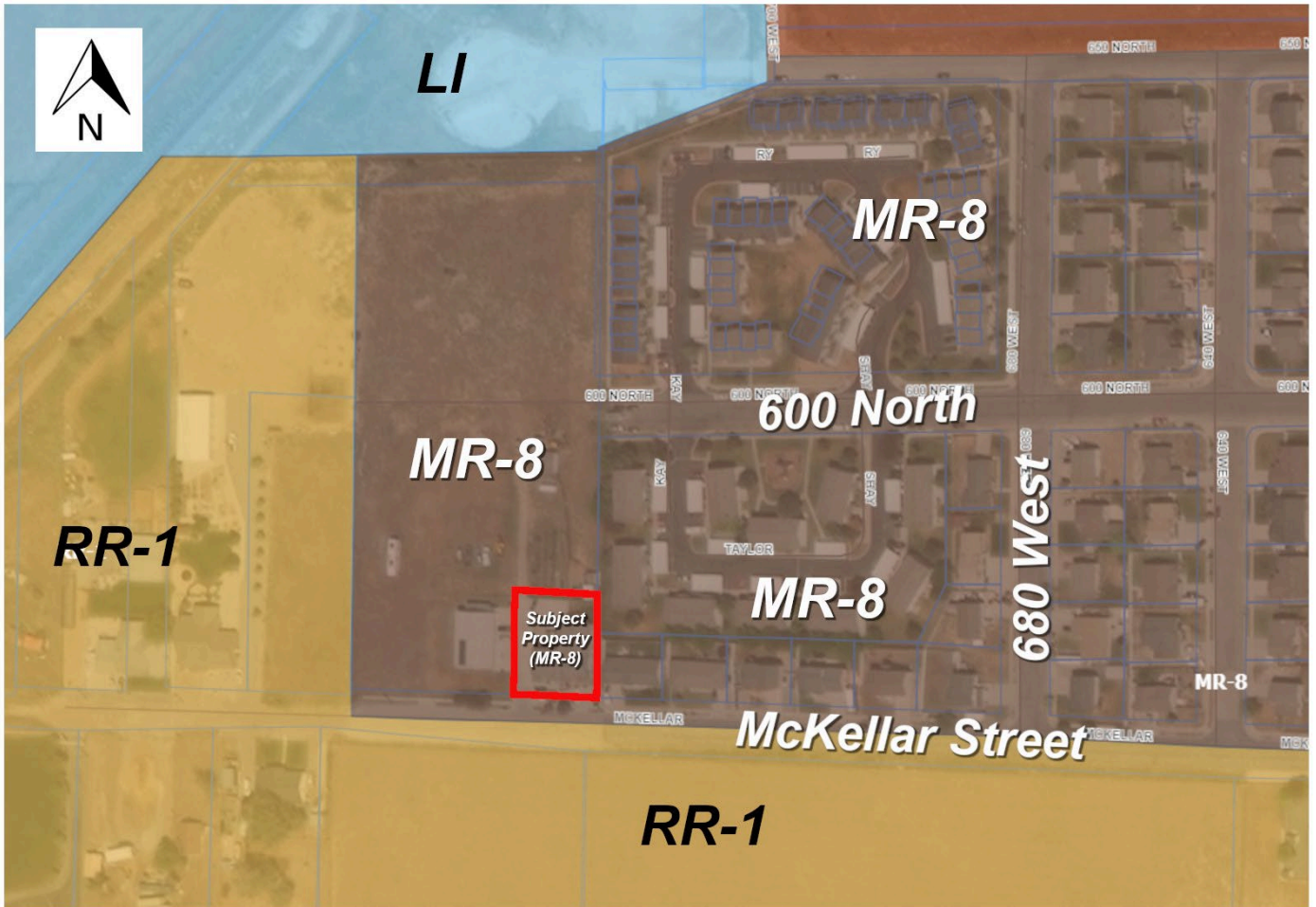
**MAPPING PERTINENT TO THE AUBREY APARTMENTS ZONING MAP AMENDMENT**

***Aubrey Apartments Zoning Map Amendment***



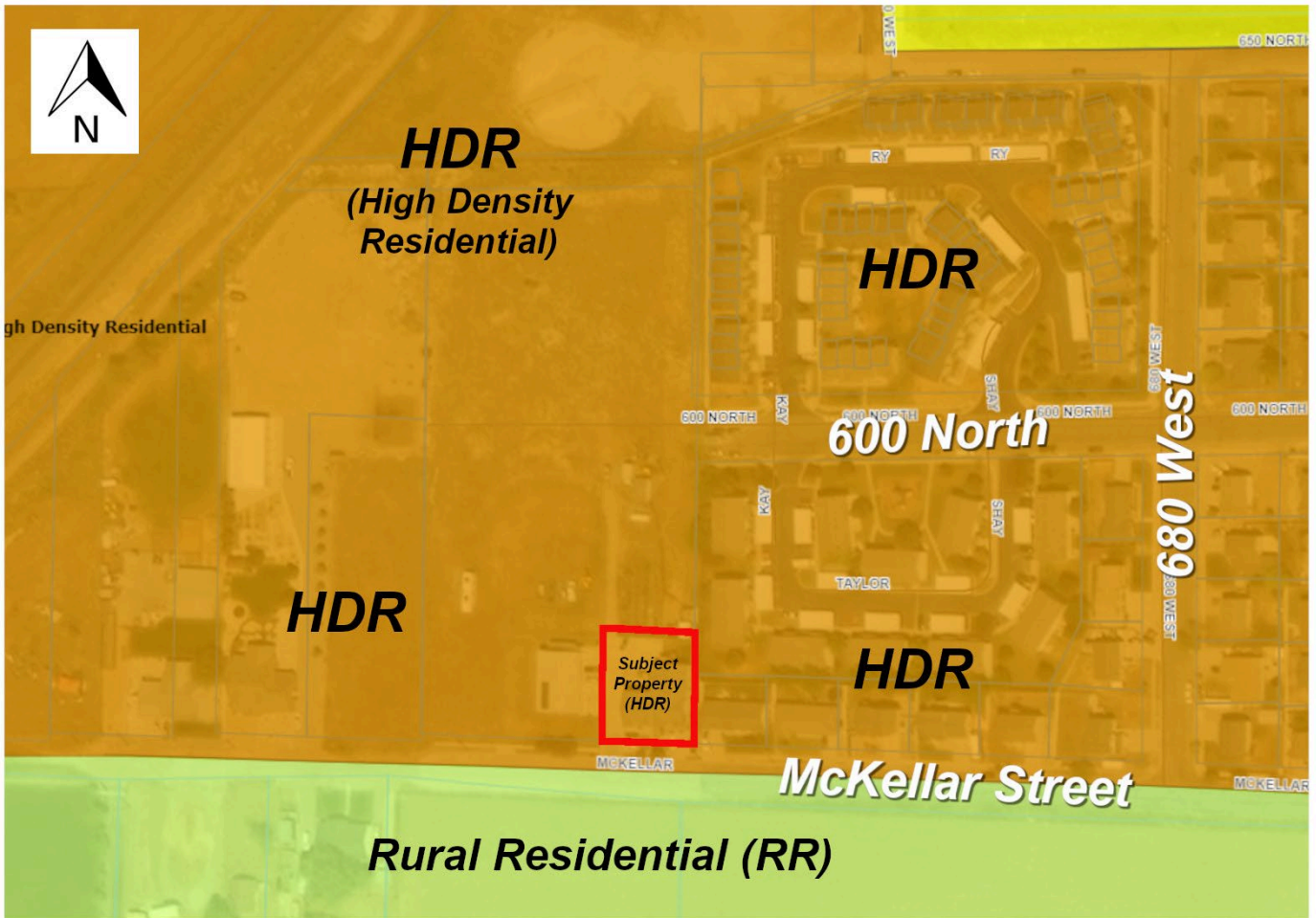
***Aerial View***

# Aubrey Apartments Zoning Map Amendment



**Current Zoning**

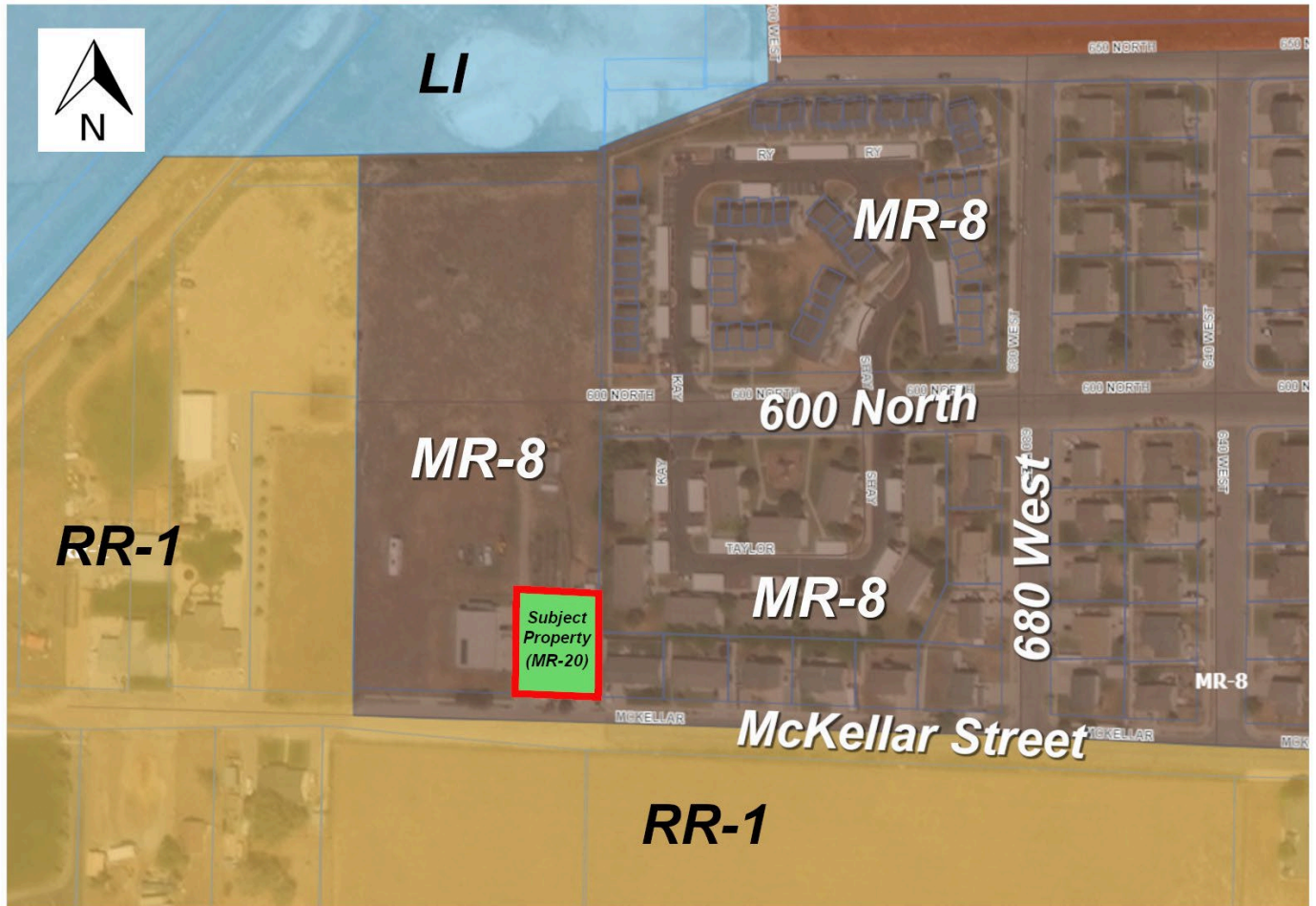
# Aubrey Apartments Zoning Map Amendment



Land Use Map

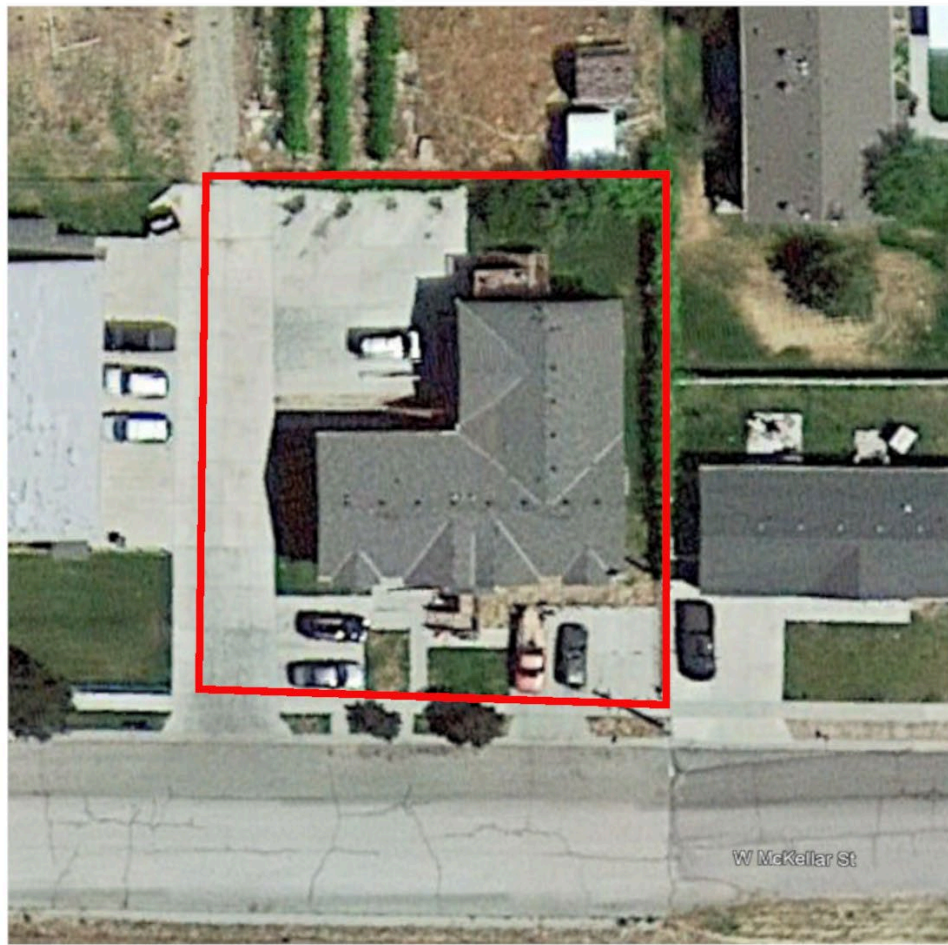


# Aubrey Apartments Zoning Map Amendment



**Proposed Zoning**

***Aubrey Apartments Zoning Map Amendment***



***Aerial View***

**EXHIBIT B**

**APPLICANT SUBMITTED INFORMATION**

**TOOELE CITY CORPORATION**

**RESOLUTION 2022-69**

**A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO MAYOR WINN'S APPOINTMENT OF SUSAN CALLIHAN TO THE LIBRARY BOARD OF DIRECTORS.**

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

WHEREAS, the City Council's consent is required to the Mayor's appointments to the Board members pursuant to Tooele City Code §2-1-4; and,

WHEREAS, the Mayor, with the support of the Library Director, wishes to appoint Susan Callihan to the Library Board of Directors to fill the remainder of former Board Member Donilyn Leary's term; and,

WHEREAS, Susan Callihan previously served on the Board from October 17, 2015, to June 30, 2021, left the Board at the end of her second term, and desires to serve again on the Board, as permitted by City Code; and,

WHEREAS, she will begin her term as shown in the table, below; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that consent is hereby given to Mayor Debra E. Winn's appointment of Susan Callihan to the Library Board of Directors to fill the remainder of former Board Member Donilyn Leary's term, as follows:

Board Members	Original Appointment	Original Expiration	Present Appointment	Present Term Expiration
Amanda Plaizier	09-20-2017	06-30-2020	11-18-2020	06-30-2023
Susan Callihan	07-20-2022	06-30-2023	07-20-2022	06-30-2023
Emily Lee	11-18-2020	06-30-2023	11-18-2020	06-30-2023
Sarah Lawrence-Brunsvik	09-05-2018	06-30-2021	04-06-2022	06-30-2024
Melody Barnett	05-18-2022	06-30-2024	05-18-2022	06-30-2024
Ryan Bajlo	05-18-2022	06-30-2025	05-18-2022	06-30-2025
Berna Sloan	04-06-2022	06-30-2025	04-06-2022	06-30-2025
Kristalle Ford	04-06-2022	06-30-2025	04-06-2022	06-30-2025
Tony Graf (City Council)	01-01-2020			

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

This Resolution shall become effective on the date of passage.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

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Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

# TOOELE CITY CORPORATION

## ORDINANCE 2022-23

### AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 8-6-5 REGARDING SHARED SEWER LATERALS.

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

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

WHEREAS, TCC Chapter 8-6 regulates public access to the POTW (Publicly Owned Treatment Works), also known as the sewer system; and,

WHEREAS, TCC Section 8-6-5 requires separate sewer laterals for each primary structure (e.g., residence), but allows for exceptions, and the exception language is being interpreted by some as a developer entitlement rather a City tool for flexibility:

#### **8-6-5. Separate connections required.**

Each separate building or premise shall have a separate connection to the POTW sewer, except when deemed impracticable and so found in writing by the Public works Director. Each owner will bear and pay for the maintenance and repair of this building or lateral sewer. Notwithstanding the above, where a dwelling is in the rear of another building and on the same building lot and owned by the same party, the City may issue a sewer permit for a multiple connection upon a showing by the building owners that doing so will not adversely affect the public health or the interests of any other property owner.

WHEREAS, the Public Works Director recommends that Section 8-6-5 be amended as shown below to clarify the discretion allowed to the Director and the narrow circumstances under which an exception can be permitted:

#### **8-6-5. Separate connections required.**

Each separate building or premise shall have a separate connection to the POTW sewer; ~~except when deemed impracticable and so found in writing by the Public works Director.~~ Each owner will bear and pay for the maintenance and repair of this building or lateral sewer. The Public Works Director has the discretion, but not the obligation, to permit shared laterals upon a finding of extraordinary or unusual circumstances and ~~Notwithstanding the above, where a dwelling is in the rear of another building and on the same building lot and owned by the same party, the City may issue a sewer permit for a multiple connection~~ upon a showing by the building

owners that doing so will not adversely affect the public health or the interests of any other property owner.

WHEREAS, the City Administration recommends that the proposed amendment to Section 8-6-5 will better protect the integrity of the POTW as well as the public health and welfare by minimizing the potentially catastrophic consequences of allowing multiple dwellings to share a single sewer lateral (e.g., sewer backups):

NOW, THEREFORE, BE IT ORDAINED BY TOOELE CITY that Tooele City Code Section 8-6-5 is hereby amended as shown below.

**8-6-5. Separate connections required.**

Each separate building or premise shall have a separate connection to the POTW sewer, ~~except when deemed impracticable and so found in writing by the Public works Director.~~ Each owner will bear and pay for the maintenance and repair of this building or lateral sewer. The Public Works Director has the discretion, but not the obligation, to permit shared laterals upon a finding of extraordinary or unusual circumstances and Notwithstanding the above, where a dwelling is in the rear of another building and on the same building lot and owned by the same party, the City may issue a sewer permit for a multiple connection upon a showing by the building owners that doing so will not adversely affect the public health or the interests of any other property owner.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.



TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

**TOOELE CITY CORPORATION**

**RESOLUTION 2022-65**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE REGARDING ANIMAL SHELTER FEES.**

WHEREAS, Tooele City Code §1-26-1 authorizes the City Council to establish City fees by resolution; and,

WHEREAS, Utah Code §10-3-717 authorizes the City Council to exercise certain administrative powers, such as establishing city fees, by resolution; and,

WHEREAS, under the Council-Mayor form of municipal government, established and governed by the Tooele City Charter (2006) and Utah Code §10-3b-201 et seq., the Mayor exercises all executive and administrative powers; however, it has been the practice of Tooele City for all fees proposed by the Mayor and City Administration to be approved by the City Council by resolution and included in a Tooele City Fee Schedule; and,

WHEREAS, the City Council has enacted Title 6 of the Tooele City Code regarding Animal Control, and assesses various fees, charges, vouchers, and deposits, some required by Utah Code Chapter 11-46 Part 2; and,

WHEREAS, Tooele City maintains an omnibus Fee Schedule which attempts to contain all fees, charges, and penalties assessed by Tooele City in its various functions; and,

WHEREAS, the Animal Shelter charges a \$10 fee for animal owners who wish to voluntarily surrender their animal to the Shelter for adoption, and it is appropriate for the City to recover its costs associated with the voluntary surrender of animals and to include the surrender fee in the Fee Schedule:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to include the \$10 animal surrender fee.

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)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

**TOOELE CITY CORPORATION**

**RESOLUTION 2022-66**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF EDWARD BYRNE JUSTICE ASSISTANCE GRANT FUNDING FOR POLICE DEPARTMENT EQUIPMENT.**

WHEREAS, the Tooele City Police Department (“Department”) seeks always to maintain and improve the quality of police services to the citizens of Tooele City; and,

WHEREAS, the Department would benefit from diversifying its police fleet with a police motorcycle (the “Vehicle”); and,

WHEREAS, the Bureau of Justice Assistance, Office of Justice Programs (OJP), U.S. Department of Justice has announced that \$14,258.00 in Edward Byrne Justice Assistance Grant funding has been set aside for the Department to purchase the Vehicle; and,

WHEREAS, no local match of public monies is required for this grant; and,

WHEREAS, this Resolution and the funding it authorizes are in the best interest of Tooele City and further the public health, safety, and welfare:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Tooele City, by and through the Tooele City Police Department, is hereby authorized to apply for and to accept the award of Edward Byrne Justice Assistance Grant funding for the purpose of purchasing the Vehicle.

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)

\_\_\_\_\_

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

**TOOELE CITY CORPORATION**

**RESOLUTION 2022-67**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT BETWEEN TOOELE CITY AND TOOELE COUNTY FOR 2022 BYRNE JUSTICE ASSISTANCE GRANT FUNDS.**

WHEREAS, the Tooele City Police Department (“Department”) seeks always to improve the quality of police services to the citizens of Tooele City; and,

WHEREAS, the Bureau of Justice Assistance, Office of Justice Programs (OJP), U.S. Department of Justice has announced that \$14,258.00 in Edward Byrne Justice Assistance Grant funding has been set aside for the Department for a police motorcycle, as described in Resolution 2022-66; and,

WHEREAS, the City Council approved the grant funding by way of Resolution 2022-66; and,

WHEREAS, OJP requires an interlocal agreement with Tooele County for the distribution of grant funds to Tooele City, and UCA Section 11-13-202 and -202.5 require the interlocal agreement to be approved by the City Council (see the interlocal agreement attached as Exhibit A); and,

WHEREAS, under the interlocal agreement, Tooele County will not receive any of the approved grant funds:

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

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

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

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

# Exhibit A

## Interlocal Agreement



THE STATE OF UTAH  
COUNTY OF TOOELE

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF TOOELE, AND COUNTY OF TOOELE,**

**2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_\_ day of July, 2022, by and between The COUNTY of Tooele, acting by and through its governing body, the County Council, hereinafter referred to as COUNTY, and the CITY of Tooele, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Tooele County, State of Utah, witnesseth:

**WHEREAS**, this Agreement is made under the authority of Sections 11-13-101 U.C.A. et seq. and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the CITY agrees to provide the COUNTY \$ 0 from the JAG award for the Edward Byrne Program: and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to allocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

CITY agrees to pay COUNTY a total of \$ 0 of JAG funds.

**Section 2.**

COUNTY agrees to use \$ 0 for the 2022 Edward Byrne Program until September 30, 2023.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Utah Law.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by Utah Law.

**Section 5.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**Section 8.**

The terms of this agreement shall be coterminous with the 2022 Edward Byrne Justice Assistance Grant (JAG) program and Tooele City.

CITY OF TOOELE

COUNTY OF TOOELE

\_\_\_\_\_  
Debra E. Winn, Mayor

\_\_\_\_\_  
James A. Welch, County Manager

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

\_\_\_\_\_  
Colin Winchester, Deputy County Attorney

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

**TOOELE CITY CORPORATION**

**RESOLUTION 2022-68**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH GARRETT AND COMPANY FOR INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT ELTON PARK.**

WHEREAS, Tooele City operates a system of more than a dozen public parks for the benefit and enjoyment of the public, and the parks include various recreation facilities, including playgrounds, which from time to time need to be repaired and replaced; and,

WHEREAS, the City has obtained a cost proposal from Garrett and Company to install new playground equipment at Elton Park for the sum of \$79,928 (see the agreement, scope of work, and cost proposal attached jointly as Exhibit A); and,

WHEREAS, the City Council is required by TCC Chapter 1-5 to approve all claims against the City exceeding \$20,000.00; and,

WHEREAS, installing new playground in this heavily used park is in the best interest of the public:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement attached as Exhibit A with Garrett and Company in the amount of \$79,928 is hereby approved, plus a contingency of 5% for use at the direction of the Mayor for unforeseen or unusual conditions or circumstances.

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)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

Exhibit A

Agreement



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Garrett and Company of 850 Quaking Aspen Drive, Murray, Utah 84123**, a Corporation, (hereinafter “Contractor”) enter into this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:  
  
Furnish and install a play structure, freestanding play equipment, and engineered wood fiber at the Elton Park, as described in the attached estimate dated June 8, 2022. (See Exhibit A ).
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
  - a. Rate. The City shall pay the Contractor the sum of **Seventy-Eight Thousand Nine Hundred Twenty-Eight Dollars (\$78,928.00)** for fully performing the Services, pursuant to invoice.
  - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract lump sum price includes all costs and expenses associated with the provision of the Services.
  - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **October 31, 2022.**
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
  - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000.
  - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
  - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

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

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

TOOELE CITY CORPORATION

GARRETT AND COMPANY

\_\_\_\_\_  
Debra E. Winn, Tooele City Mayor

\_\_\_\_\_  
Signature  
Print Name/Title: \_\_\_\_\_  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney



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

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

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

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

### CHECK APPLICABLE BOX:

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

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

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

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



# Estimate



<b>PROJECT</b>	TOOELE CITY POCKET PARK	<b>DRAWING</b>	N/A	<b>ESTIMATE</b>	22187-1
<b>BILL TO</b>	CITY OF TOOELE	<b>SHIP TO</b>	DARWIN COOK	<b>OPTION</b>	1
	90 NORTH MAIN			<b>DATE</b>	6/9/2022
	TOOELE, UT 84074		TOOELE, UT 84074	<b>EXPIRES</b>	8/8/2022
	DARWINC@TOOELECITY.ORG		DARWINC@TOOELECITY.ORG		

ITEM	DESCRIPTION	QTY	AMOUNT
1001 PLAY STRUCTURE	PHYZICS FULL MOON CLIMBER	1.00	\$ 47,072.00
1003 FREESTANDING PLAY	BONGO PERCH	2.00	\$ 399.00
1003 FREESTANDING PLAY	LINKZ ORBS	1.00	\$ 612.00
1003 FREESTANDING PLAY	ACCELERATOR BIRD NEST	1.00	\$ 7,200.00
6003 INSTALLATION	INSTALLATION OF OPTION 1	1.00	\$ 18,920.00
2003 ENGINEERED WOOD FIBER SURFACING	90 CY ENGINEERED WOOD FIBER	90.00	\$ 3,240.00
6003 INSTALLATION	INSTALLATION OF ENGINEERED WOOD FIBER	90.00	\$ 1,485.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

## Thank You

Thank you for choosing Garrett Parks and Play for your recreation equipment needs. We sincerely appreciate your business!

<b>SUBTOTAL</b>	\$ 78,928.00
<b>SALES TAX</b>	\$ -
<b>OFFLOAD</b>	\$ -
<b>TOTAL</b>	<b>\$ 78,928.00</b>

## Questions about your Estimate? Contact us!

P.O. Box 57426, Murray, UT 84157  
1 (800) 748-4608 / (801) 265-8443  
angela@garrettplay.com

### Notes

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#### **SALES TAX**

*Sales Tax (if applicable) is subject to change based on purchase location and order date. Final Sales Tax amount will be reflected on invoice(s).*

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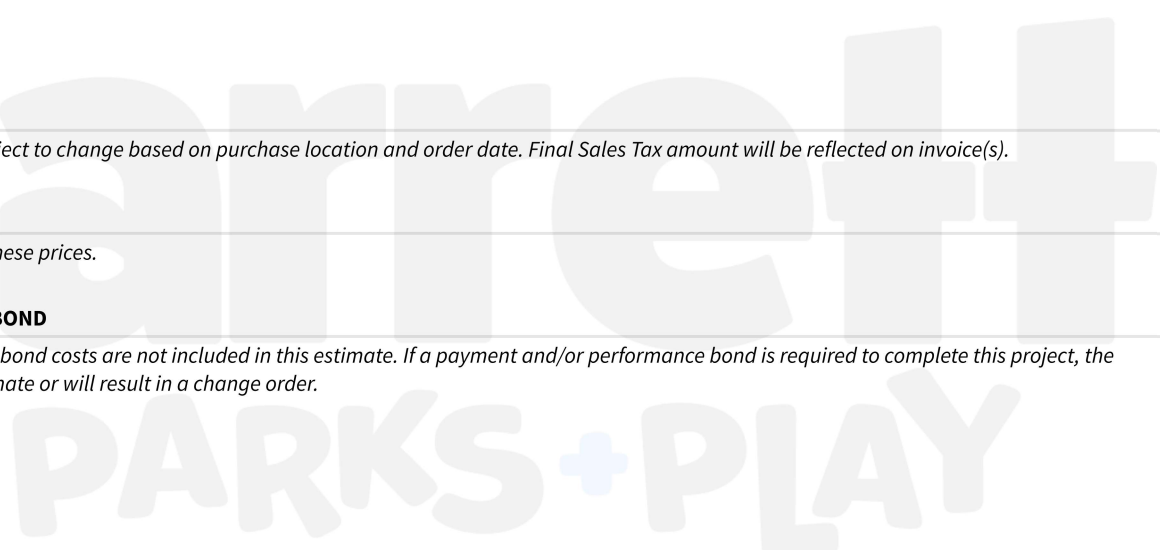
#### **FREIGHT**

*Freight costs are included in these prices.*

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#### **PAYMENT / PERFORMANCE BOND**

*Payment and/or performance bond costs are not included in this estimate. If a payment and/or performance bond is required to complete this project, the cost will be added to this estimate or will result in a change order.*

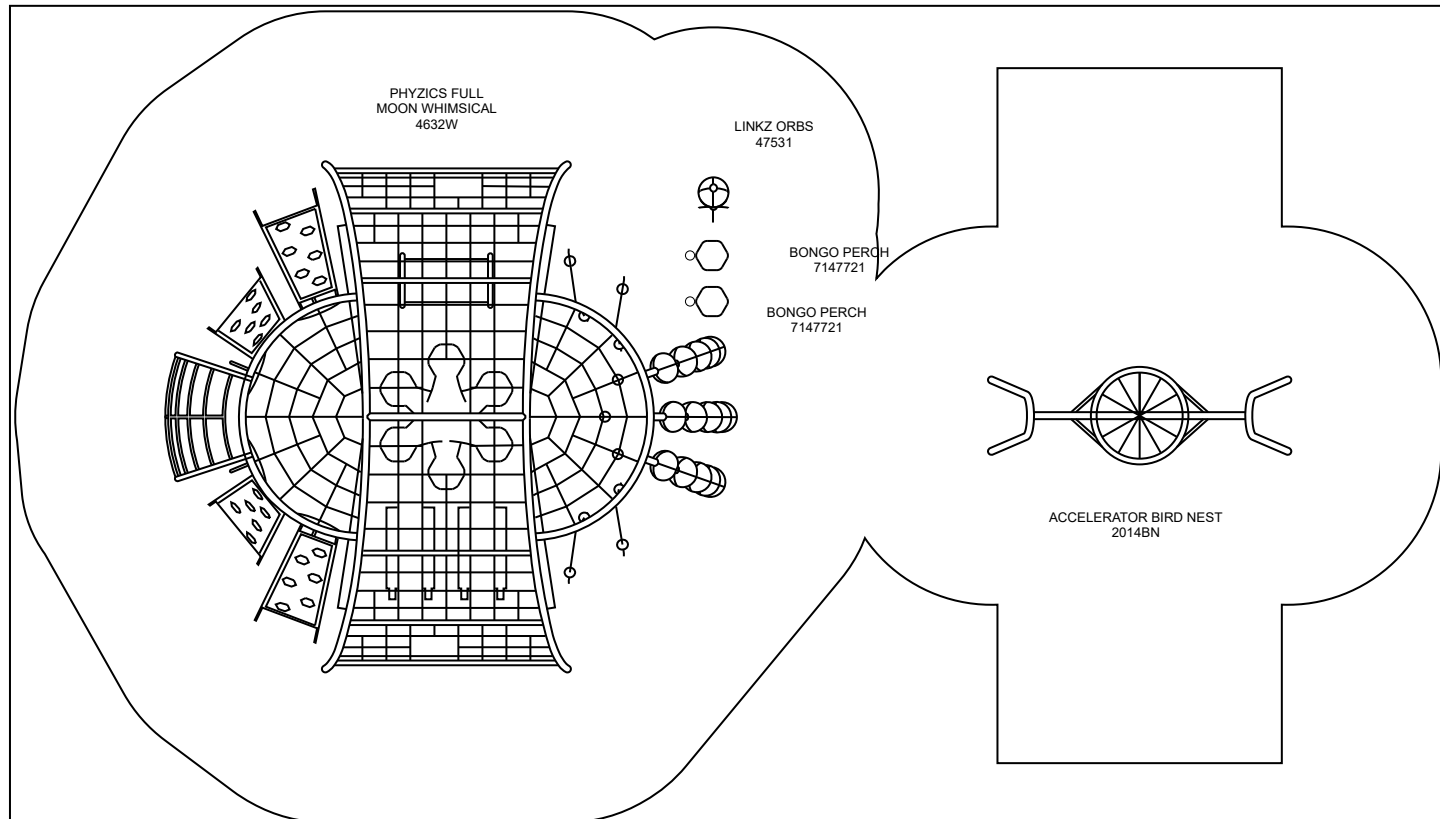






# Tooele City Pocket Park Option 1 Tooele, UT

FOR KIDS AGES  
**5-12**  
YEARS



**GARRETT & COMPANY, INC.**

850 Quaking Aspen Dr  
Murray, UT

PHONE NO: (801) 265-8443  
FAX NO: (801) 263-1254

**R0032\_44720680161**

**COMPLIES TO ASTM/CPSC**

GROUND SPACE: 47'-0" x 21'-6"

PROTECTIVE AREA: 59'-6" x 34'-0"

DRAWN BY: Angela LeBaron

DATE: 6/9/2022

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

**STAFF REPORT**

May 5, 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: 400 East Commercial – Preliminary Subdivision Plan Request**

Application No.: P21-950  
Applicant: Steve Evans, representing MEH Real Estate, LLC  
Project Location: Approximately 2100 North 400 East  
Zoning: IS Industrial Service Zone  
Acreage: 19.4 Acres (Approximately 845,064 ft<sup>2</sup>)  
Request: Request for approval of a Preliminary Subdivision Plan in the IS Industrial Service zone regarding the creation of 9 industrial use lots and the associated rights-of-way.

**BACKGROUND**

This application is a request for approval of a Preliminary Subdivision Plan for approximately 19.4 acres located at approximately 2100 North 400 East. The property is currently zoned IS Industrial Service. The applicant is requesting that a Preliminary Subdivision Plan be approved to create 9 lots that will be utilized as light industrial / heavy commercial development.

**ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan calls for the Light Industrial land use designation for the subject property. The property has been assigned the IS Industrial Service zoning classification. The IS Industrial Service zoning designation is identified by the General Plan as a preferred zoning classification for the Light Industrial land use designation. The property has IS zoning to the north and to the east. Properties to the south are zoned LI Light Industrial. Properties to the west are zoned GC General Commercial and IS Industrial Service. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

*Subdivision Layout.* The preliminary subdivision plan proposes to subdivide 19.4 acre parcels of record into commercial / industrial lots of varying sizes to facilitate commercial / industrial development. Lots within the subdivision range in size from 6.33 acres, 4.7 acres and .5 acres. Each lot within the subdivision meets the minimum requirements of the IS Industrial Service zoning district for lot width and lot size minimums.

The subdivision proposes significant dedication of rights-of-way for public roads. The dedication will include half the right-of-way for 400 East, 2200 North street and the majority of 470 East right-of-way. The development will also be constructing all of the necessary frontage improvements such as curb, gutter, park strip and sidewalk along their frontages.

Two of the lots, lot 108 and 109 are large and double fronting lots. This has been arranged to

accommodate business that is interested in locating on these properties. Both frontages will be maintained by the businesses that occupy those properties. This issue was raised with the applicant and they have verified that this is how those double frontages will be addressed.

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 Steve Evans, representing MEH Real Estate, LLC, application number P21-950, 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 meet or exceed all minimum lot size, lot width and frontage requirements of the IS Industrial Service zoning district.

## **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the 400 East Commercial Preliminary Subdivision Plan request by Steve Evans, representing MEH Real Estate, LLC for the purpose of creating 9 commercial / industrial lots, application number P21-950, based on the findings and subject to the conditions listed in the Staff Report dated May 5, 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 400 East Commercial Preliminary Subdivision Plan Request by Steve Evans, representing MEH Real Estate, LLC for the purpose of creating 9 commercial / industrial lots, application number P21-950, based on the following findings:”

1. List findings...



**EXHIBIT A**

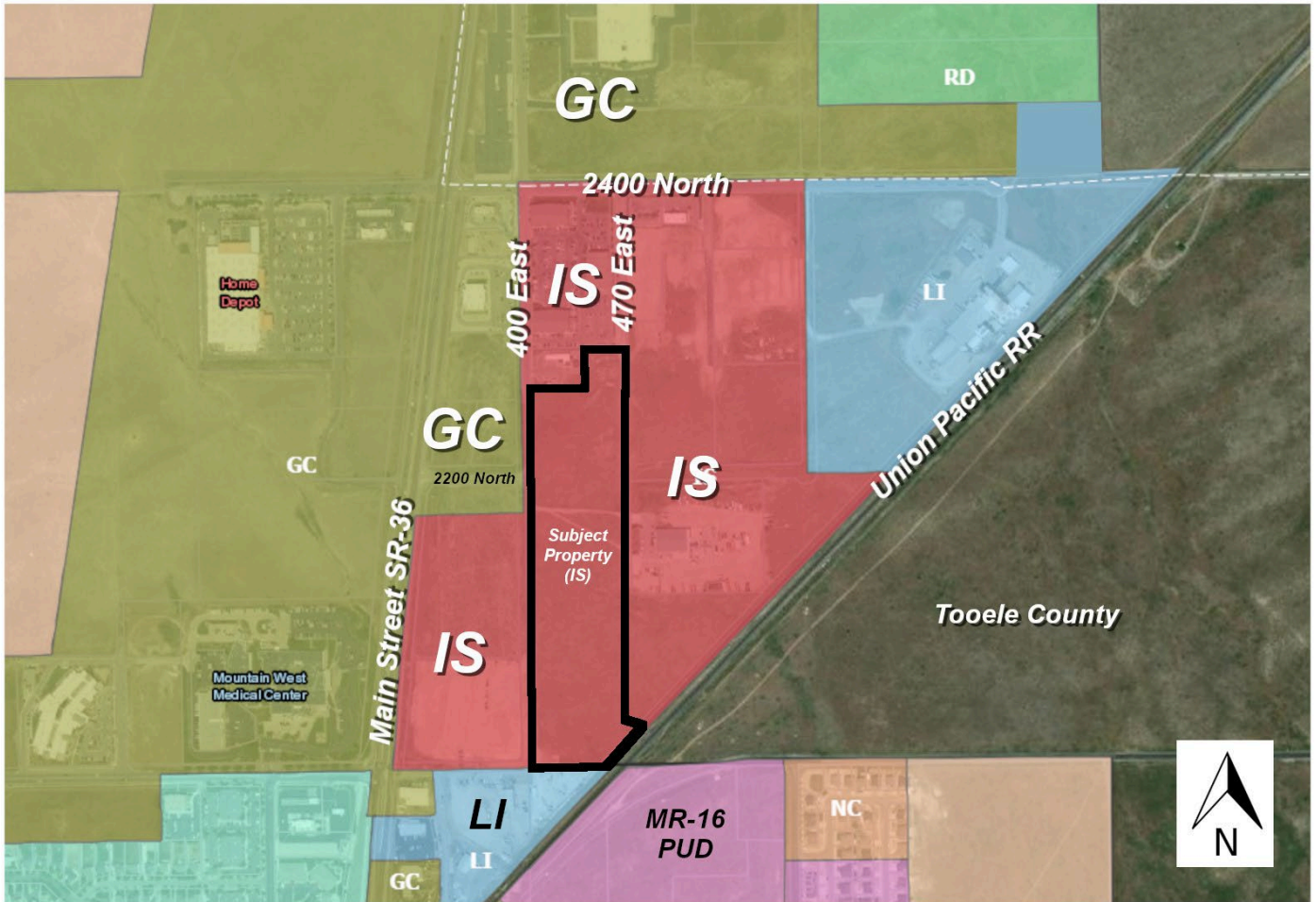
**MAPPING PERTINENT TO THE 400 EAST COMMERCIAL PRELIMINARY  
SUBDIVISION PLAN**

***400 East Commercial Preliminary Subdivision Plan***



***Aerial View***

# 400 East Commercial Preliminary Subdivision Plan



**Current Zoning**

**EXHIBIT B**

**PROPOSED DEVELOPMENT PLANS**

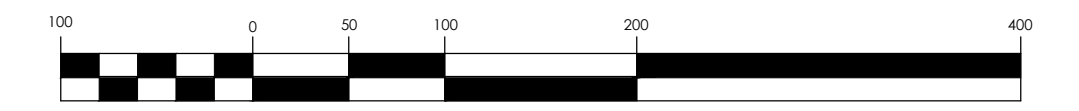
# 400 E COMMERCIAL

PRELIMINARY PLAT

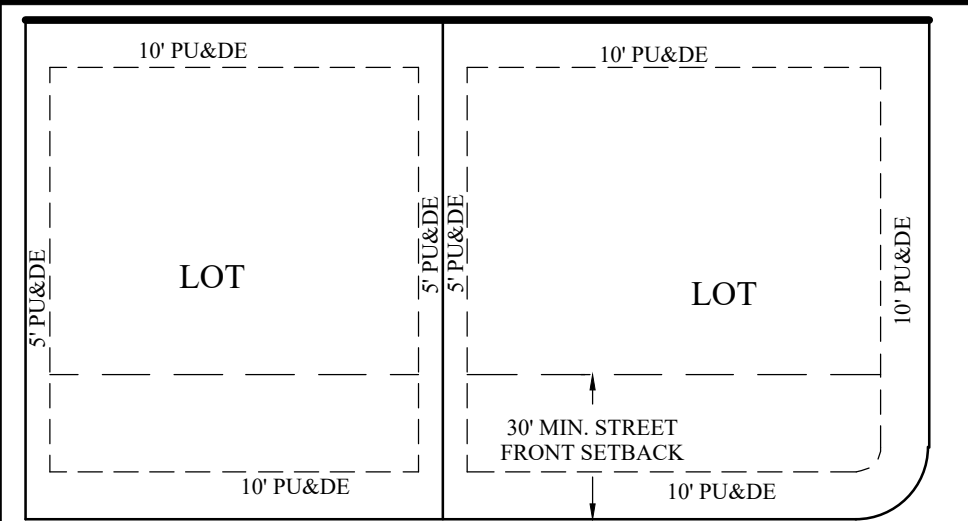
LOCATED IN THE SW1/4 OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
SALT LAKE BASE & MERIDIAN  
TOOELE CITY, TOOELE COUNTY, UTAH



GRAPHIC SCALE



(IN FEET)  
1 inch = 100 ft.



FRONT  
RIGHT OF WAY  
TYPICAL BUILDING SETBACK  
(ZONE IS)

N.T.S.

## VICINITY MAP

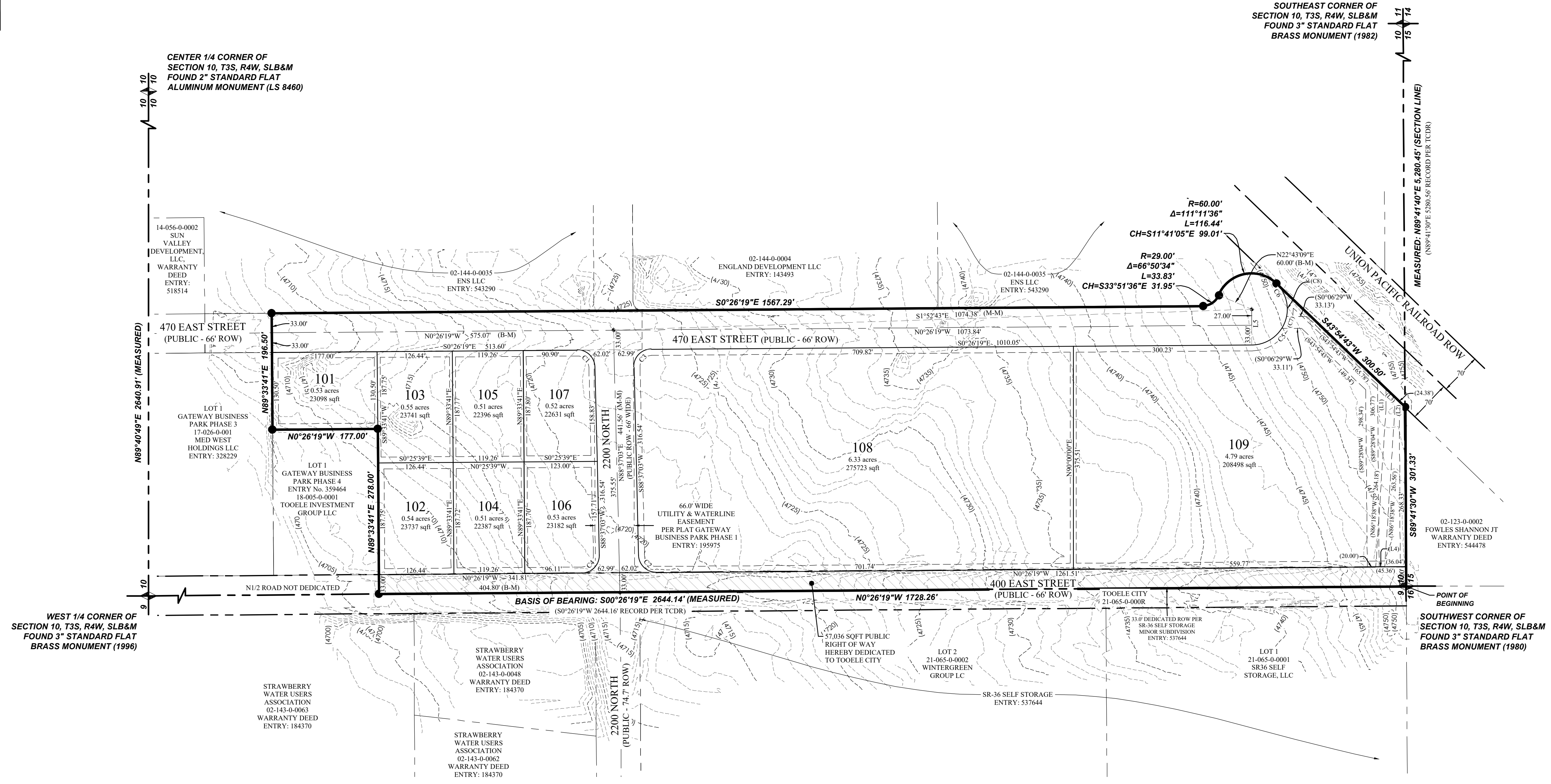
N.T.S.

## LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- CENTERLINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE

- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS
- BOUNDARY TO MONUMENT
- MONUMENT TO MONUMENT
- TOOELE COUNTY DEPENDENT RESURVEY

- NOTES:**
- #5 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
  - P.U. & D.E.=PUBLIC UTILITY AND DRAINAGE EASEMENT.
  - ALL LOTS WILL BE REQUIRED TO PROVIDE ON-SITE 100 YEAR RETENTION



WEST 1/4 CORNER OF SECTION 10, T3S, R4W, SLB&M FOUND 3" STANDARD FLAT BRASS MONUMENT (1986)

SOUTHEAST CORNER OF SECTION 10, T3S, R4W, SLB&M FOUND 3" STANDARD FLAT BRASS MONUMENT (1982)

SOUTHWEST CORNER OF SECTION 10, T3S, R4W, SLB&M FOUND 3" STANDARD FLAT BRASS MONUMENT (1980)

PAGE: 2 OF 2 DATE: 11/2/2021

OWNER/DEVELOPER  
GTM BUILDERS  
1676 PROGRESS WAY TOOELE, UTAH 84074  
(801) 301-8951  
CONTACT: SHAWN HOLSTE

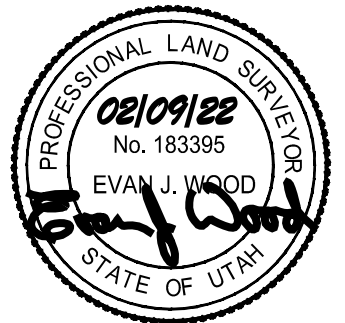
PREPARED BY  
**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
699 S. BRIGHAM STREET SUITE 200  
MIDVALE, UTAH 84047 P.O. BOX 352-0075  
www.focusllc.com

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	29.50	89°03'23"	45.85	S44°05'22"W	41.37
C2	29.50	89°03'21"	45.85	S44°05'22"W	41.37
C3	29.50	90°56'38"	46.82	N45°54'38"W	42.06
C4	29.50	90°56'38"	46.82	N45°54'38"W	42.06
C5	60.00	136°05'15"	142.51	N68°02'32"W	111.29
C6	60.00	247°16'53"	258.95	N56°21'34"E	99.90

Easement Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
(C7)	60.00	20°41'16"	21.66	S68°03'04"E	21.55
(C8)	60.00	57°41'22"	60.41	N72°45'37"E	57.89

Easement Line Table		
LINE	DIRECTION	LENGTH
(L1)	N89°48'43"W	36.39
(L2)	N89°48'43"W	22.51
(L3)	S43°54'43"W	20.76
(L4)	S00°26'19"E	15.04

Line Table		
LINE	DIRECTION	LENGTH
L5	N90°00'00"W	60.00



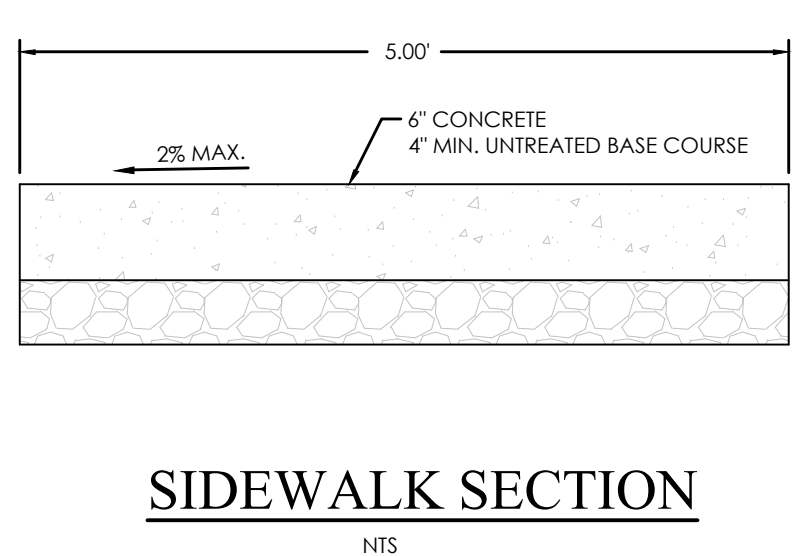
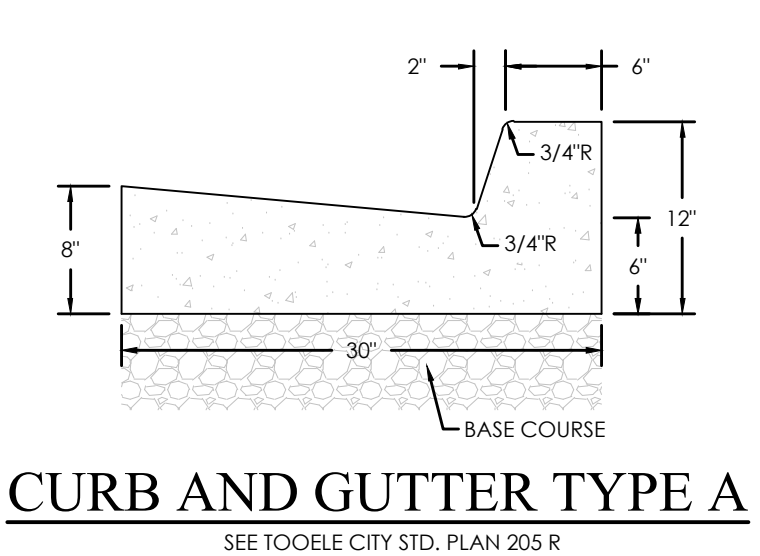
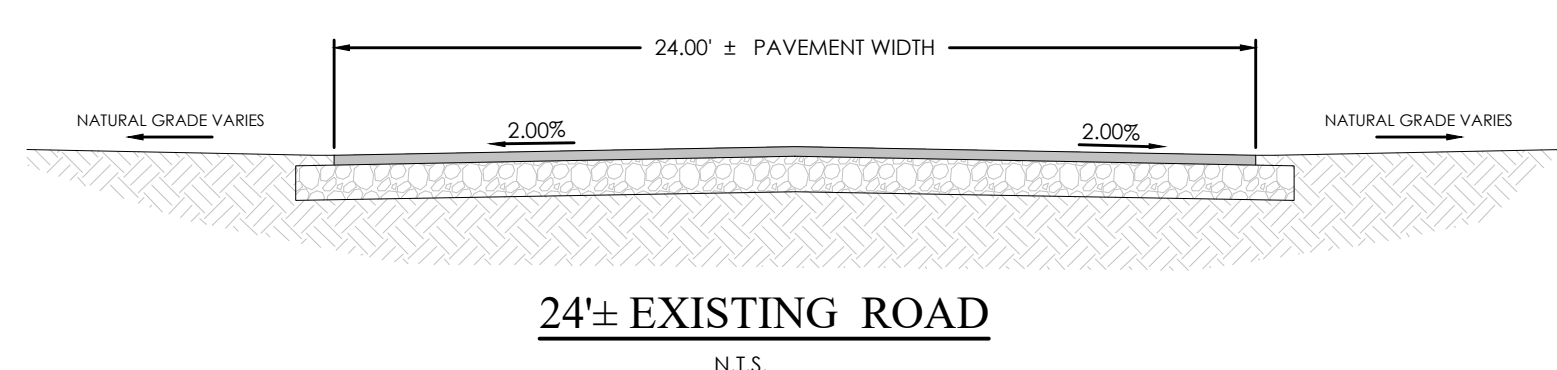
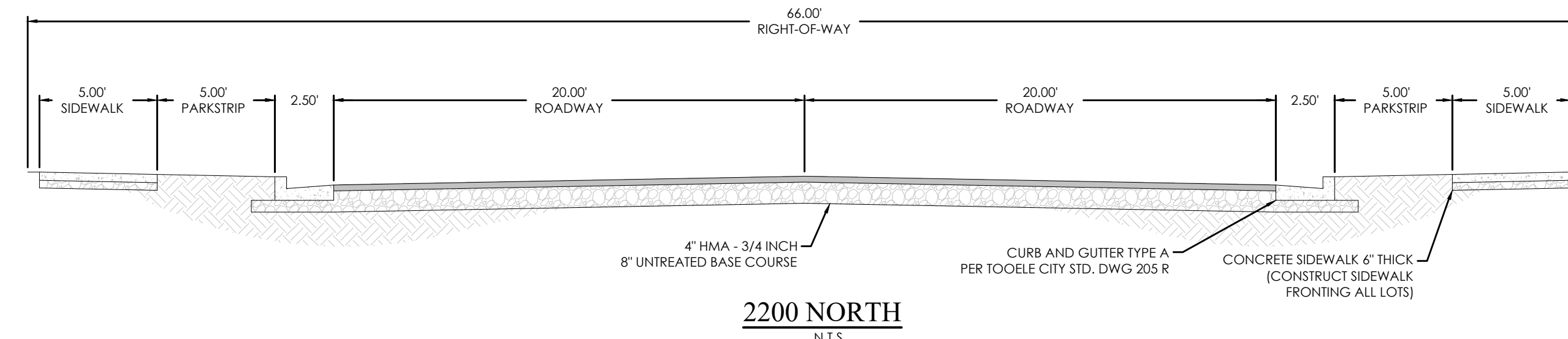
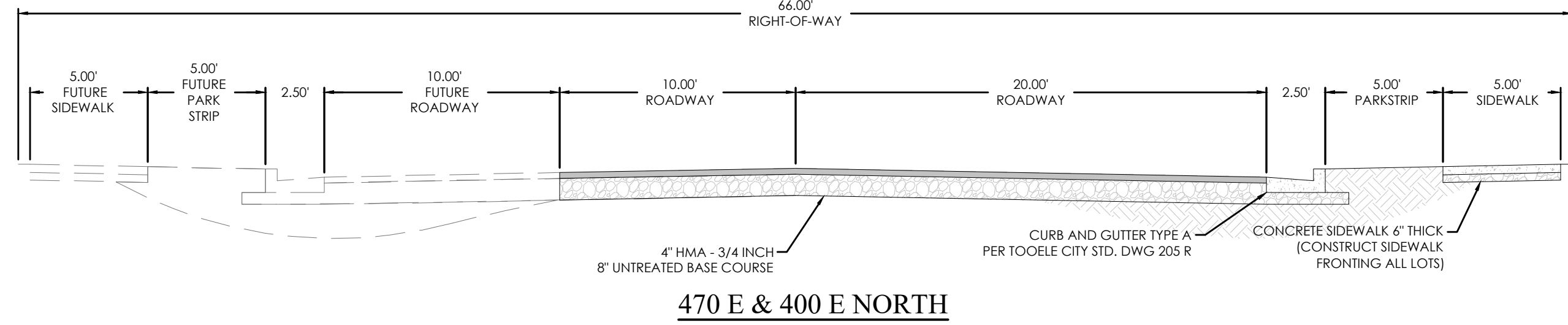
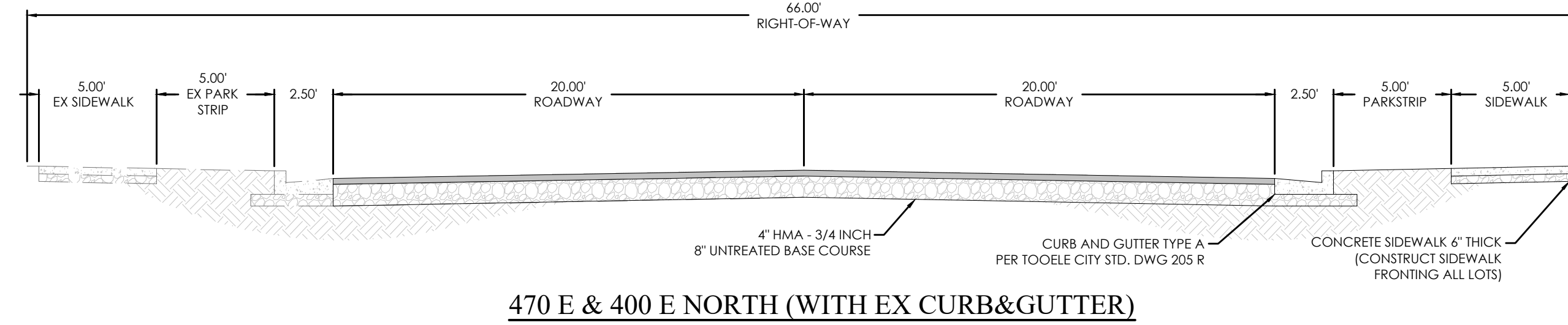
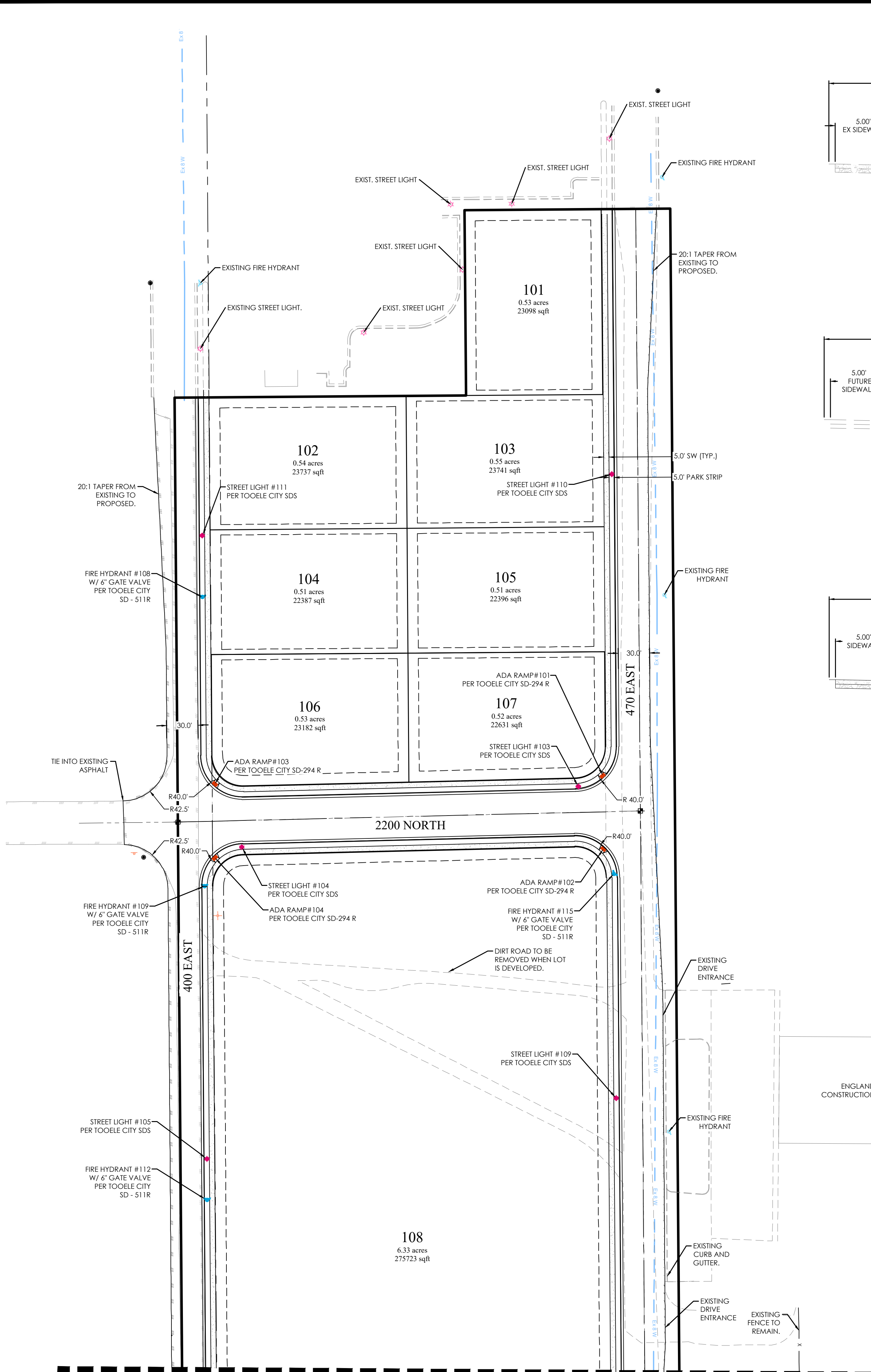
# 400 E COMMERCIAL

LOCATED IN THE SW1/4 OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
SALT LAKE BASE & MERIDIAN  
TOOELE CITY, TOOELE COUNTY, UTAH

PRELIMINARY - FOR REVIEW ONLY

**FOR REVIEW ONLY**

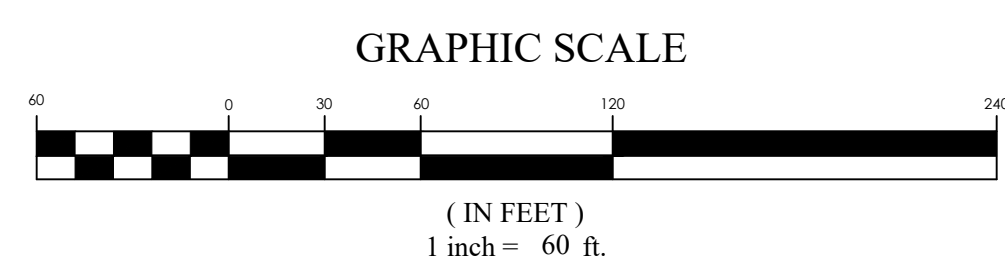
**400 E COMMERCIAL**  
 400 E 2200 N TOOELE, UTAH  
**SITE PLAN**



**LEGEND**

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
---	15" STORM DRAIN
---	8" SANITARY SEWER
---	8" CULINARY WATER
---	8" SECONDARY WATER
---	CONTOUR MAJOR
---	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
---	EXIST. FENCE
---	EXIST. CONTOUR MAJOR
---	EXIST. CONTOUR MINOR
+	SIGN
+	STREET LIGHT
+	SD MH, INLET, AND COMBO
+	SEWER MANHOLE
+	CULINARY VALVE, TEE, & BEND
+	SECONDARY VALVE, TEE, & BEND
+	WATER BLOW-OFF
+	FIRE HYDRANT
+	STREET MONUMENT (TO BE SET)
+	EXIST. STREET MONUMENT
+	EXIST. SD INLET & MH
+	EXIST. SEWER MH
+	EXIST. VALVE, TEE, & BEND
+	EXIST. FIRE HYDRANT
+	SPOT ELEVATION

**NOTES**  
 1. DIMENSIONS ARE MEASURED FROM FACE OF CURB  
 2. EACH LOT OWNER IS RESPONSIBLE FOR COORDINATING WITH TOOELE CITY FOR SEWER AND WATER MODELING.



**REVISION BLOCK**

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

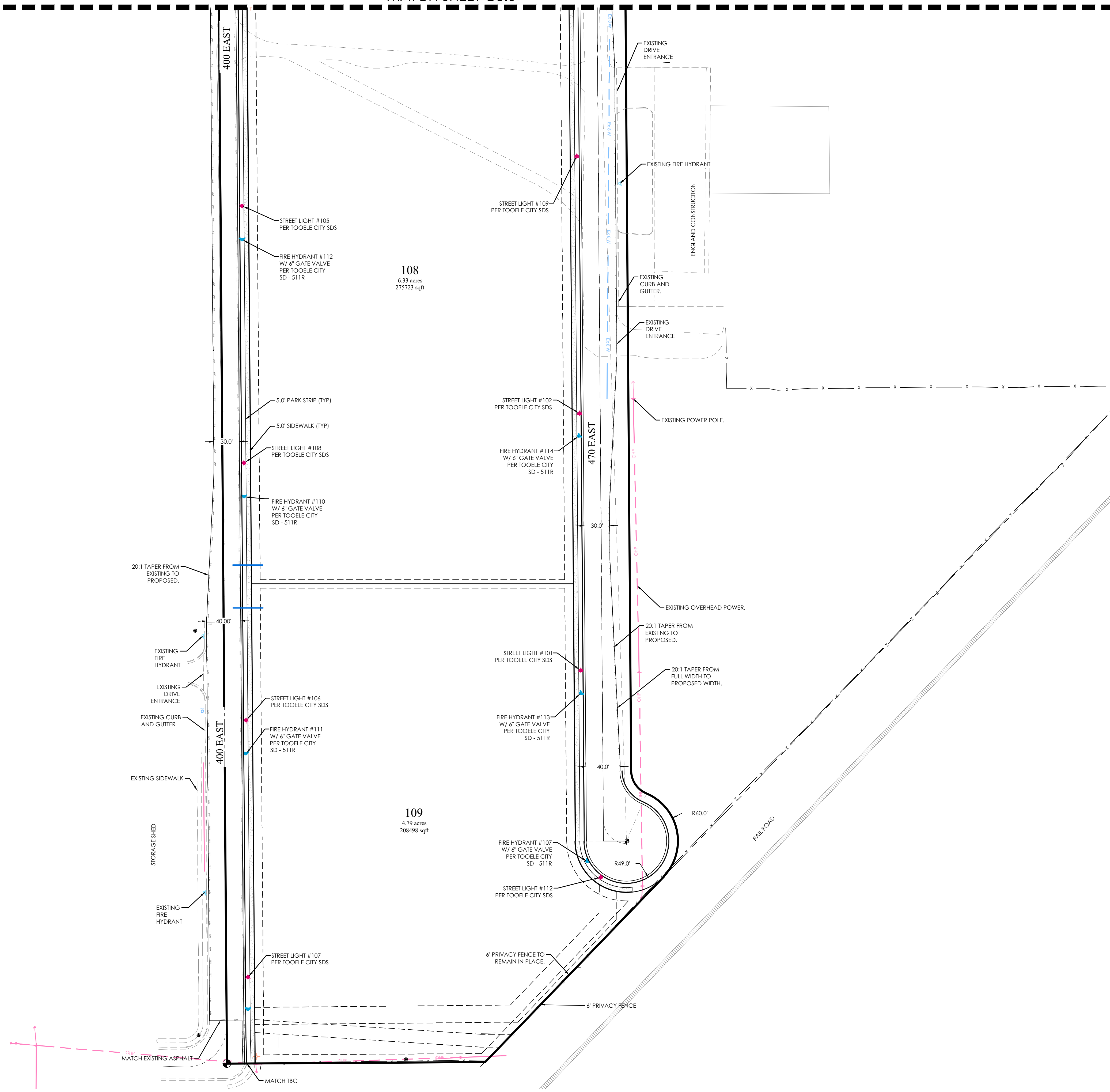
**SITE PLAN**

Scale: 1"=60'	Drawn: AMO
Date: 04/01/2022	Job #: 21-0130
Sheet: C3.0	



MATCH SHEET C3.1

MATCH SHEET C3.0

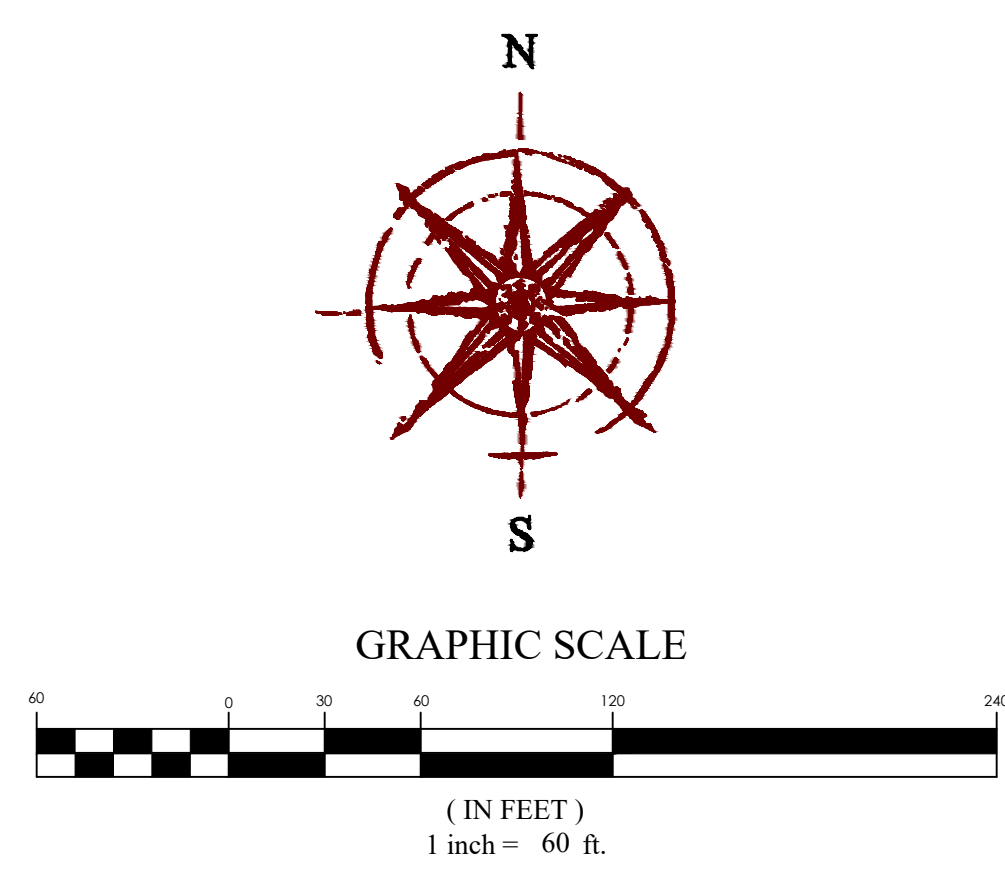


**LEGEND**

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- 15" STORM DRAIN
- 8" SANITARY SEWER
- 8" CULINARY WATER
- 8" SECONDARY WATER
- CONTOUR MAJOR
- CONTOUR MINOR
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- CULINARY VALVE, TEE, & BEND
- SECONDARY VALVE, TEE, & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION

**NOTES**

- DIMENSIONS ARE MEASURED FROM FACE OF CURB
- EACH LOT OWNER IS RESPONSIBLE FOR COORDINATING WITH TOOELE CITY FOR SEWER AND WATER MODELING.



FOR REVIEW ONLY

**400 E COMMERCIAL**  
400 E 2200 N TOOELE, UTAH  
**SITE PLAN**

REVISION BLOCK	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

**SITE PLAN**

Scale: 1"=60'  
Date: 04/01/2022  
Sheet: C3.1

Drawn: AMO  
Job #: 21-0130



Z:\2021\210130-400 E Commercial\design\210130\_04wy Streets\C3.1 - SITE PLAN.dwg

TOOELE CITY CORPORATION  
FISCAL NOTE TO PROPOSED EXPENDITURE

07/15/22

**DESCRIPTION OF EXPENDITURE:**

**VENDOR:** ROCKY MOUNTAIN POWER V# '00761

ELECTRICAL SERVICE FOR ENGLAND ACRES PAVILLION

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
ENGLAND ACRES PHASE 2	40 4512 732017	1,600,000.00	762,819.00	20,560.55	816,620.45
<b>TOTAL:</b>				20,560.55	

REQUESTED H. Darwin Cook  
DEPARTMENT HEAD

REVIEWED Shannon W. Wimmer  
FINANCE DIRECTOR

APPROVED \_\_\_\_\_  
MAYOR

APPROVED \_\_\_\_\_  
COUNCIL CHAIRMAN

(UT Jan2020)  
Account #:34191536 051  
Service ID #:089540301 001  
Monthly

00761

Pamela Neilson  
C/C: 11446  
Request #: 8157529  
Contract #:

**GENERAL SERVICE CONTRACT  
(1000 KVA OR LESS)  
between  
ROCKY MOUNTAIN POWER  
and  
TOOELE CITY CORP**

404512-732017

7113122

\$20,560.55

SIGNATURE

*Debra & Wa* 7-13-22

This General Service Contract ("Contract"), dated June 2, 2022, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Tooele City Corp** ("Customer"), for electric service for Customer's Pavillion operation at or near 861 North 520 E, Tooele, Utah.

Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Regulations") and the rules of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

- 1. Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.
- 2. Contract Demand.** The demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 10 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the "Contract Demand").

After 36 months of service the Company may reduce Contract Demand to the maximum recorded and billed demand in the previous 36 months. The reduction in Contract Demand shall become effective thirty (30) days after the Company provides notice.

Within fifteen (15) days of Customer's written request for capacity above the Contract Demand, Company shall advise Customer in writing whether the additional power and energy is currently available, or if not currently available, initiate the processes to determine the costs to make it available.

- 3. Extension Costs.** Company agrees to invest \$2,282.45 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may also be subject to refund as calculated using Company standard costs. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

**Refund Option.** The total Customer Advance for this work is \$20,560.55, and the **balance due is \$20,560.55**, and Customer remains eligible for refunds. Company



will refund part of the Customer Advance and TCVR if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance and TCVR allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

DRC

**Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$20,310.55.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$75.21 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 23 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. **Customer Obligations.** Customer agrees to:
  - a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;
  - b) Prepare the route to Company's specifications;
  - c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,

d) Comply with all of Company's tariffs, procedures, specifications and requirements.

**8. Special Provisions:** None

- 9. Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

- 10. Design, Construction, Ownership and Operation.** Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

- 11. Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund

Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

- 12. Furnishing Information and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Utah Electric Service Regulation No. 9.
- 13. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 14. Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.
- Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.
- 15. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
- 16. Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and

consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

**17. Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

**18. Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.

**TOOELE CITY CORP**

By Debra E Winn  
signature  
Debra E Winn Mayor  
NAME (type or print legibly) TITLE  
12 July 2022  
DATE

**ROCKY MOUNTAIN POWER**

By \_\_\_\_\_  
signature  
Carlos Rugamas Manager  
NAME (type or print legibly) TITLE  
\_\_\_\_\_  
DATE

Customer's Mailing Address for Executed Contract

Darwin Cook  
ATTENTION OF  
90 N Main St  
ADDRESS  
Tooele, UT 84074  
CITY, STATE, ZIP  
DarwinC@TooeleCity.org  
EMAIL ADDRESS

Rocky Mountain Power's Mailing Address for Executed Contract

555 N Main St  
ADDRESS  
Tooele, UT 84074  
CITY, STATE, ZIP  
pamela.neilson@pacificorp.com  
EMAIL ADDRESS

Approved as to Form:

[Signature]  
Tooele City Attorney





**TOOELE CITY CORPORATION**

City Recorders Office  
90 NORTH MAIN STREET  
TOOELE, UT 84074  
(435) 843-2110 FAX (435) 843-2119

**PURCHASE ORDER**

**PO Number:** 67791

**Date:** 07/14/2022

**Request #:** REQ100741

**Vendor #:** 00761

**ISSUED TO:** ROCKY MOUNTAIN POWER  
555 N MAIN ST  
TOOELE, UT 84074

**SHIP TO:** TOOELE CITY PARKS & RECREATION DEPA  
90 N MAIN ST  
TOOELE, UT 84074

ITEM	UNITS	DESCRIPTION	UNIT PRICE	GL ACCOUNT NUMBER	EXTENDED AMOUNT
1	0	ACCT# 34191536051 - RCKY MNT SRVC CONTRCT EN	0.00	40-4512-732017	20,560.55

Approved By: \_\_\_\_\_

<b>SUBTOTAL:</b>	
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	20,560.55

1. Original invoice plus one copy must be sent to: Tooele City Corporation, 90 North Main Street, Tooele, UT, 84074.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase order numbers must appear on all shipping containers, packaging slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without written approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state, and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. The City is exempt from federal excise and state tax - ID# 11885616-002.

TOOELE CITY CORPORATION  
FISCAL NOTE TO PROPOSED EXPENDITURE

07/15/22

**DESCRIPTION OF EXPENDITURE:**

**VENDOR:** BROKEN ARROW

**V#** '00093

ENGLAND ACRES PAVILLION RETENTION - FY22

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
ENGLAND ACRES PHASE 2	40 4512 732017	1,600,000.00	762,819.00	20,178.96	817,002.04
<b>TOTAL:</b>				20,178.96	

REQUESTED *H. Darwin Cook*  
DEPARTMENT HEAD

REVIEWED *Shannon Wimmer*  
FINANCE DIRECTOR

APPROVED \_\_\_\_\_  
MAYOR

APPROVED \_\_\_\_\_  
COUNCIL CHAIRMAN



# INVOICE

INVOICE NO.

40660.

BOX 580 • TOOELE, UTAH 84074 • (435) 882-3942  
 SALT LAKE PHONE: (801) 355-0527  
 FAX (435) 882-6911

**BILL TO**  
 TOOELE CITY  
 90 NORTH MAIN STREET  
 TOOELE, UT 84074

**JOB**  
 ENGLAND ACRES PARK/PAVILLIONS  
 520 EAST 830 NORTH  
 JOB #BC2112  
 TOOELE, UT 84074

*\*JUNE*

CUSTOMER	PURCHASE ORDER NO.	BILL THRU	TERMS	INVOICE DATE	PAGE
BC2112			Net 30	6/24/22	1

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		RETENTION FROM INVOICES 38124 38568 40334	20,178.96	20,178.96

VENDOR # 00093

P.O. # \_\_\_\_\_

DEPT. # 40-4512-732017 ✓

DATE 7/12/2022

AMOUNT \$20,178.96

SIGNATURE *D. By G. G. G.*

*Debra G. W.*  
7-13-22

Please Remit to:  
 P.O. Box 580  
 Tooele, UT 84074

SALE AMOUNT	20,178.96
<b>TOTAL</b>	<b>\$20,178.96</b>



TOOELE CITY CORPORATION  
FISCAL NOTE TO PROPOSED EXPENDITURE

07/15/22

**DESCRIPTION OF EXPENDITURE:**

**VENDOR:** WASATCH ELECTRIC

**V#** '10126

PARKS BUILDING SECURITY

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
NON BUILDING IMPROVEMENTS	21 4511 721016	250,000.00	45.41	38,493.00	211,461.59
<b>TOTAL:</b>				38,493.00	

REQUESTED *18. Darwin Cook*  
DEPARTMENT HEAD

REVIEWED *Shannon Wimmer*  
FINANCE DIRECTOR

APPROVED \_\_\_\_\_  
MAYOR

APPROVED \_\_\_\_\_  
COUNCIL CHAIRMAN



**Wasatch Electric**  
A Division of Dynalectric  
An EMCOR Company

Wasatch Electric  
PO Box 26588  
Salt Lake City, UT 84126  
Phone: 801.487.4511  
Fax: 801.487.5032  
www.wasatchelectric.com

172516

Invoice Number: 172516  
Invoice Date: June 30, 2022  
Customer Number: T68556  
Job Number: 532202-525  
Due Date: July 30, 2022

**INVOICE**

TD Misc TH 2022A

Tooele City  
90 North Main Street  
Tooele, UT 84074

ATTN: Accounts Payable

PO Number:

DATE	DESCRIPTION	QTY	U/M	RATE	AMOUNT
	Original Contract Value				\$ 38,493.00
	Approved Change Orders				\$ -
	Revised Contract Value				\$ 38,493.00
	Value of Work - Completed to Date				\$ 38,493.00
	Value of Work - Previously Billed				\$ -
	Current Gross Billing				\$ 38,493.00
	Retention 0%				\$ -
	Draw on Retention				\$ -
	Adjustment				\$ -
07/01/22	<b>Current Net Billing</b>				<b>\$ 38,493.00</b>

Notes:

TOOELE CITY - PARKS DEPARTMENT BUILDING SECURITY  
SEE ENCLOSED QUOTE #ID2206161

VENDOR # 10126 ✓

P.O. # \_\_\_\_\_

DEPT. # 21-4511-721016

DATE 7/15/2022

AMOUNT \$38,493.00

SIGNATURE [Signature]



**Wasatch Electric**  
Comtech Services  
An EMCOR Company

Tyrel Holt  
Project Manager

**Wasatch Electric**  
2455 West 1500 South, Suite A  
Salt Lake City, UT 84104  
Phone: 801.487.4511  
Cell: 801.502.2996  
Fax: 801.487.5032

June 14, 2022

Darwin Cook  
Tooele City  
[darwinc@tooelecity.org](mailto:darwinc@tooelecity.org)

Quote #: TD2206161  
Project: Tooele City – Parks Department Building Security

We appreciate this opportunity to provide the following price

<b>Scope of Work</b>
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Video Surveillance System:

- Provide and install (1) Category 6 cable to (11) IP camera locations in the new Parks Department building.
  - The cables will be ran to a wall mount cabinet location on the first floor near the electrical panels.
  - The cables will be terminated to Category 6 connectors on each end.
  - The cables will be labeled and tested.
  - Provide and install J-hook supports to properly support the cables.
- Provide and install (1) new fixed multi sensor exterior camera on the (4) corners of new Parks Department building.
- Provide and install (1) new fixed multi sensor exterior camera on the outside of the kennels to cover the back entry and kennel area.
- Provide and install (2) new fixed cameras in the front entry lobby of the Parks Department building.
- Provide and install (1) new fixed camera in the Parks Department suite watching the south exterior door.
- Provide and install (1) new fixed camera on the second floor watching the east center exterior door.
- Provide and install (2) new fixed multi sensor cameras on the second floor in the north community room area.
- Provide and install (1) new fixed multi sensor camera on the second floor in the south community room area.
  - The cameras will be configured to meet the needs of the owner.
  - The cameras will be connected to a new NVR server housed in the Parks Department building.
- Provide and install (1) wall mounted network cabinet in the Parks Department building.
- Provide and install (1) 24 port POE network switch for the Parks Department building.
- Provide and install (1) 24TB storage server for the Parks Department building. The server will connect back to the main city directory server at the Police Station.
- Provide all required licenses and programming for the video surveillance system.

Card Access System:

- Provide and install (1) composite cable, (1) door position switch, (1) card reader, and (1) electric door lock at (2) exterior doors on the first floor.
- Provide and install (1) composite cable, (1) door position switch, (1) card reader, and (1) electric door lock at (2) suite doors on the first floor.
- Provide and install (1) composite cable, (1) door position switch, (1) card reader, and (1) electric door lock at (1) interior door on the second floor going downstairs to the first floor.
- Provide and install (1) composite cable, (1) door position switch, (1) pin/card reader, and (1) electric door lock at (1) exterior door on the second floor.
- Provide and install (1) intelligent two door controller and (2) MR52 two door controllers for the card access system.



- Provide and install (1) wall mounted enclosure and (1) power supply with a battery for the card access system.
- The card access system will connect back to the virtual machine controlling the City Hall card access system.
- Provide all required licenses and programming for the card access system.

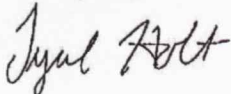
<b>Terms &amp; Assumptions</b>
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- All boxes, 120V power, cable tray, basket tray, conduit, other raceway necessary for proper cable routing, fire sealing/stopping and the grounding system will be provided and installed by others.
- This price does not include any cabling for any other systems (i.e. paging, communications, intrusion detection, etc.)
- This price does not include the rental of a man lift. We assume all work can be done from extension ladders.
- All work will be done during normal business hours.
- Price reflects current market prices of material and is valid for 30 days. If approval is received after 30 days, Wasatch Electric reserves the right to re-evaluate pricing and submit appropriate escalation.
- Payment terms are Net 30 days from the invoice date.

<b>Pricing</b>
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<b>Price for the Video Surveillance System as Detailed:</b>	<b>\$ 26,764.00</b>
<b>Price for the Card Access System as Detailed:</b>	<b>\$ 11,729.00</b>

Best Regards,



Tyrel Hoit

