

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, August 3, 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/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. **Public Comment Period**
4. **Public Hearing** on Tooele City Adopting the Proposed Tax Rate for Fiscal Year 2022-2023
Presented by Shannon Wimmer, Finance Director
5. **Public Hearing** on Tooele City Adopting the Final Budget for Tooele City for Fiscal Year 2022-2023
Presented by Shannon Wimmer, Finance Director
6. **Public Hearing & Motion on Ordinance 2022-26** an Ordinance of Tooele City Reassigning the Zoning from GC General Commercial and RR-5 Residential to Light Industrial LI and Industrial for Approximately 167 Acres Located at Approximately 2000 North 1400 West
Presented by Jim Bolser, Community Development Director
7. **Resolution 2022-70** a Resolution of the Tooele City Council Approving and Ratifying a Real Estate Purchase Contract for the Purchase of Undeveloped Property Located on Skyline Drive
Presented by Roger Baker, City Attorney
8. **Ordinance 2022-27** an Ordinance of Tooele City Adopting an Updated Purchasing Policy and Procedure
Presented by Michelle Pitt, City Recorder
9. **Ordinance 2022-28** an Ordinance of Tooele City Amending Tooele City Code Chapters 1-5, 1-6, 1-14, 1-22 Regarding Authority to Approve Claims
Presented by Roger Baker, City Attorney
10. **Subdivision Plat Amendment** Request by Lex Apartments, LLC, to Subdivide Lot 102 of the Existing Lexington at Overlake Subdivision into Two Lots Located at Approximately 1202 North Franks Drive in the MR-16 Multi-Family Residential Zone on 10.6 Acres
Presented by Jim Bolser, Community Development Director

11. **Preliminary Subdivision Plan** Request by Hallmark Homes to Subdivide Approximately 4.6 Acres Located at the Northwest Corner of 2000 North Berra Boulevard into Townhome Lots, Limited Common Areas and Common Areas in the MR-8 Multi-Family Residential Zoning District
Presented by Jim Bolser, Community Development Director

12. **Minutes**

13. **Invoices**

14. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

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

TOOELE CITY CORPORATION

ORDINANCE 2022 -26

AN ORDINANCE OF TOOELE CITY REASSIGNING THE ZONING FROM GC GENERAL COMMERCIAL AND RR-5 RESIDENTIAL TO LIGHT INDUSTRIAL LI AND INDUSTRIAL FOR APPROXIMATELY 167 ACRES LOCATED AT APPROXIMATELY 2000 NORTH 1400 WEST.

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 amendments for properties located at approximately 2000 North 1400 West on June 2, 2022, requesting that the Subject Properties be rezoned from GC General Commercial and RR-5 Residential to the LI Light Industrial and Industrial zoning district (see Amendment Petition and map attached as Exhibit A, and Staff Report attached as Exhibit B); and,

WHEREAS, the Subject Properties are owned by Tooele Industrial Land Holdings, LLC, SITLA and GB Tooele Land Holdings, LLC, and are currently designated as Industrial in the Land Use Element of the General Plan; and,

WHEREAS, the Industrial Zoning district complies with the Industrial Land Use designation and the LI Light Industrial zoning district complies with the Light Industrial Land Use designation; and,

WHEREAS, on July 27, 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 August 3, 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 create greater commercial and industrial opportunities in Tooele City and result in greater job creation for Tooele City residents; and,
2. the zoning map is hereby amended for re-assigning the zoning for approximately 167 acres of property located at approximately 2000 North 1400 West from GC General Commercial and RR-5 Residential to the LI Light Industrial and Industrial Zoning districts 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)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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

Zoning, General Plan, & Master Plan Map Amendment Application

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



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

Project Information					
Date of Submission:		Current Map Designation: Light Industrial, General Commercial, High Density Residential		Proposed Map Designation: Industrial	
Project Name: Tooele Industrial				Parcel #(s): 02-145-0-0023, 02-138-0-0003, 02-145-0-0016 02-145-0-0015	
Project Address: SR 112				Acres: 02-145-0-0029, 02-145-0-0012 02-138-0-0004, 02-138-0-0005, 556.06	
Proposed for Amendment: <input type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: <u>Zoning map change</u>					
Brief Project Summary: The proposed site is going to be redeveloped into an industrial master planned development. This site will have concrete tilt-up buildings ranging from 50,000sf to 1,300,000sf. This will be a phased development, and will happen over the coming years. The initial building consisting of about 150,000sf is set to start construction in 2022.					
Property Owner(s): Tooele Industrial Land Holdings, LLC GB Tooele Land Holdings, LLC, SITLA			Applicant(s): Tooele Industrial Land Holdings, LLC GB Tooele Land Holdings, LLC, SITLA		
Address: 423 W. Broadway #230			Address: 423 W. 300 S. #230		
City: Salt Lake City	State: UT	Zip: 84101	City: Salt Lake City	State: UT	Zip: 84101
Phone: 760-805-8144			Phone: 760-805-8144		
Contact Person: Brad Boardman			Address: 423 W. 300 S. #230		
Phone:			City: Salt Lake City	State: UT	Zip: 84101
Cellular: 801-906-1541	Fax:		Email: bboardman@gardnerbatt.com		

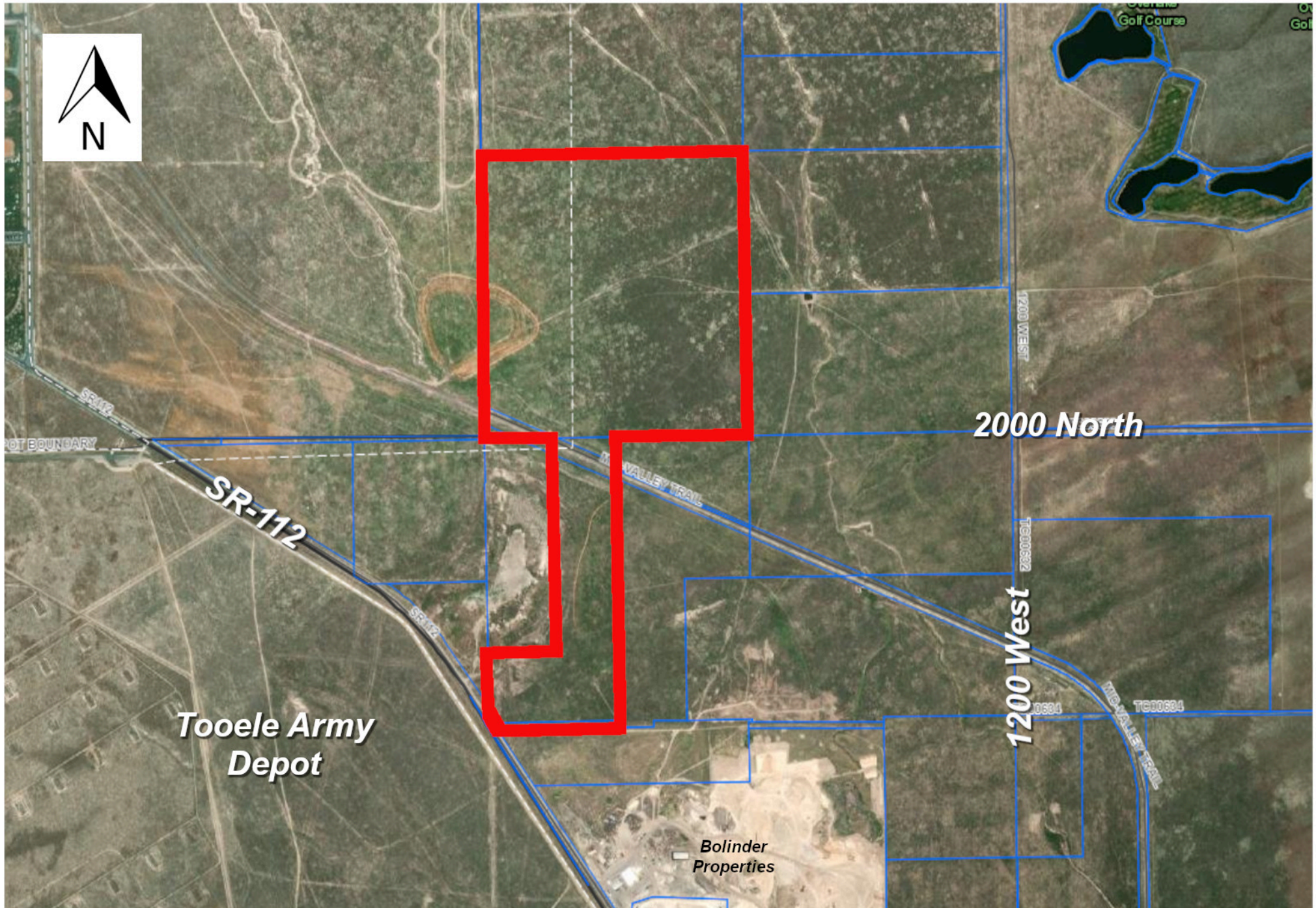
*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This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

Note to Applicant:

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

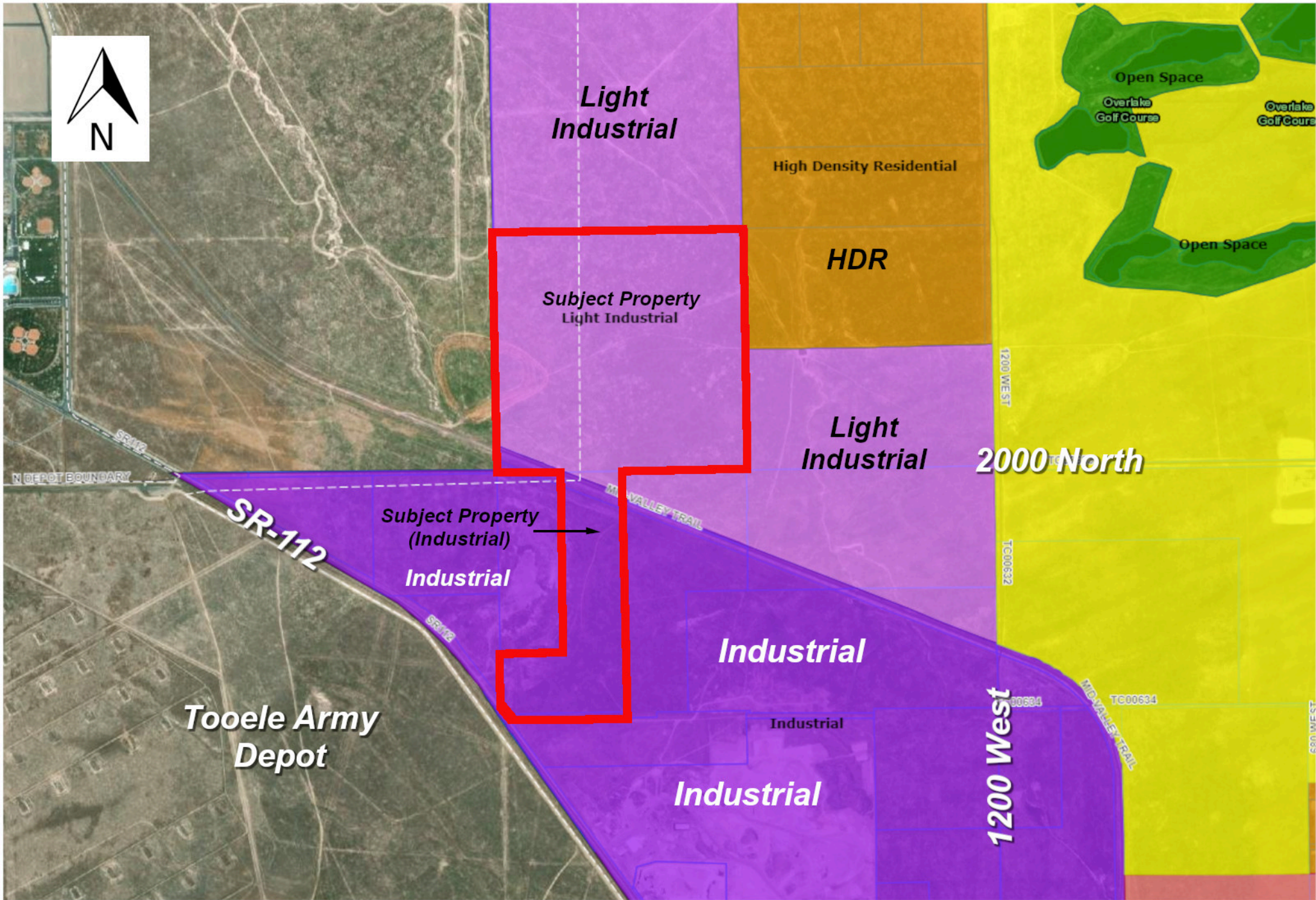
For Office Use Only			
Received By:	Date Received:	Fees:	App. #:

Tooele Industrial Zoning Map Amendment



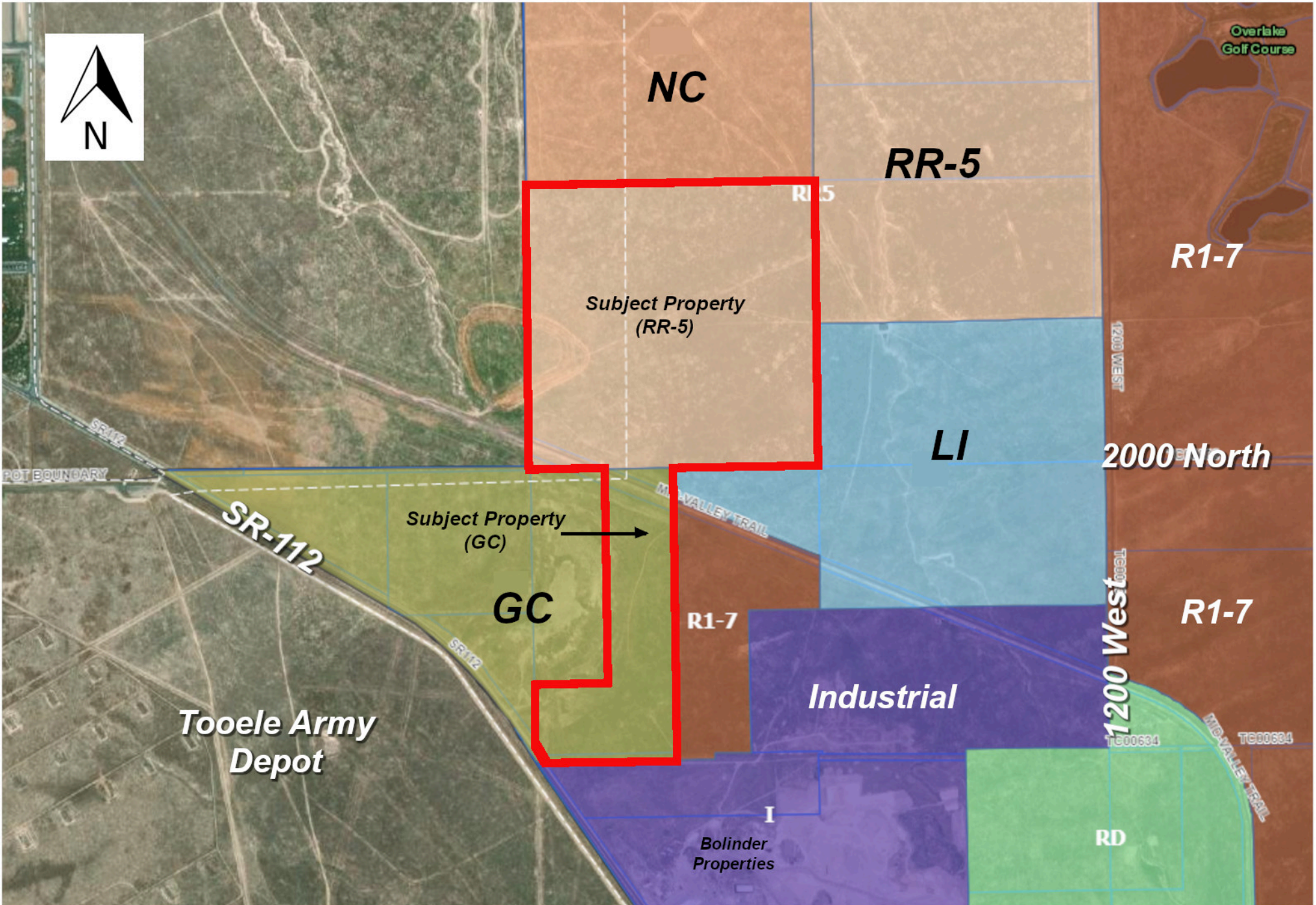
Aerial View

Tooele Industrial Zoning Map Amendment



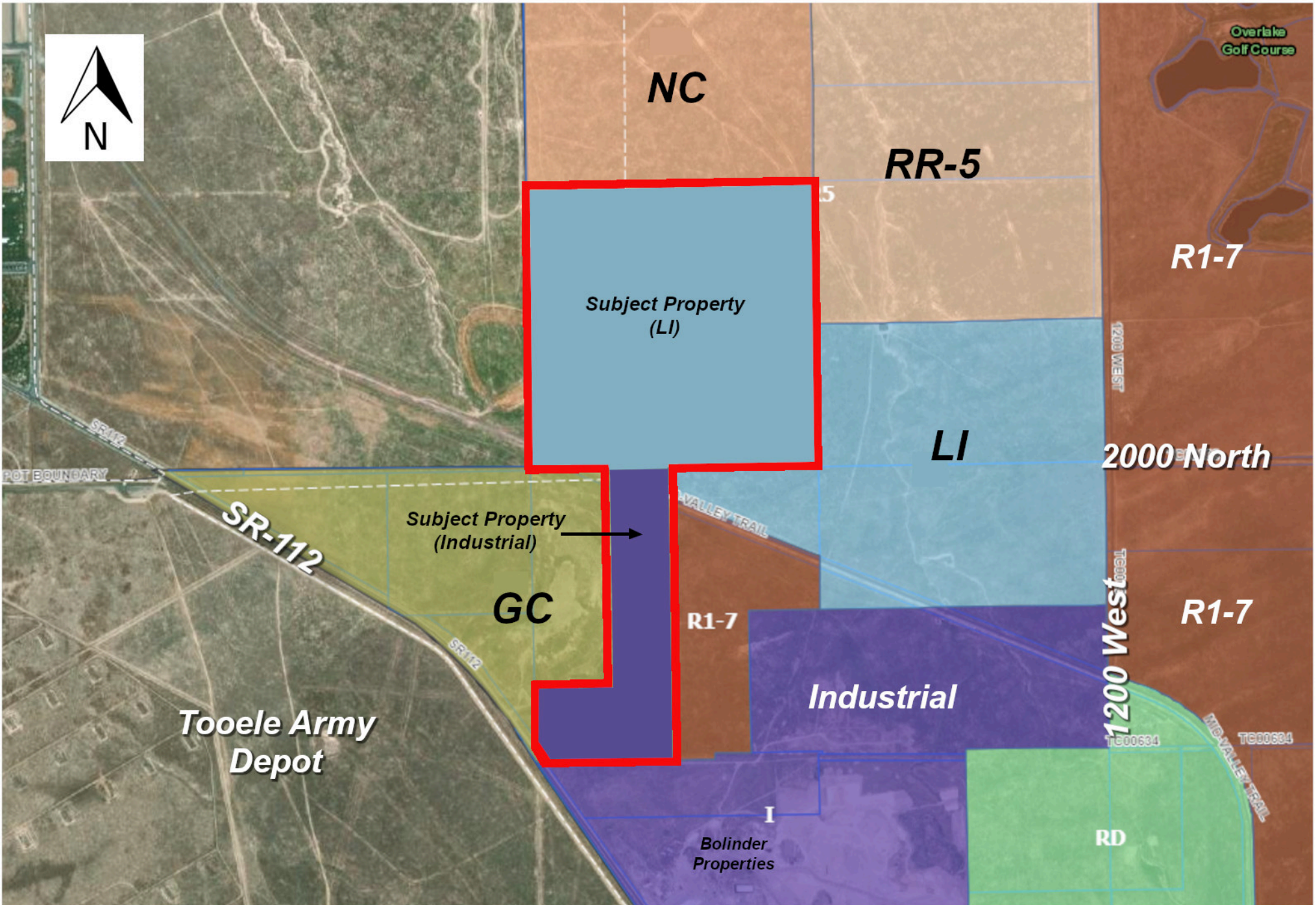
Land Use

Tooele Industrial Zoning Map Amendment



Current Zoning

Tooele Industrial Zoning Map Amendment



Proposed Zoning

Exhibit B

Staff Report

STAFF REPORT

July 18, 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: Tooele Industrial – Zoning Map Amendment Request

Application No.: P22-459

Applicant: Brad Boardman, representing Tooele Industrial Land Holdings, LLC, SITLA and GB Tooele Land Holdings, LLC

Project Location: Approximately 2000 North 1400 West

Zoning: LI Light Industrial, GC General Commercial and RR-5 Residential zoning districts

Acreage: Approximately 167 Acres (Approximately 7,274,520 ft²)

Request: Request for approval of a Zoning Map Amendment in the RR-5 Residential and GC General Commercial zoning districts re-assigning the zoning to LI Light Industrial for 160.5 acres and I Industrial for 51.77 acres.

BACKGROUND

This item was originally heard by the Planning Commission at the July 13, 2022 Planning Commission meeting. At that meeting concerns were raised about rezoning property so close to single-family residential to Industrial and rezoning property designated as High Density Residential to Industrial. The Planning Commission tabled the item to provide time for the applicant to consider an alternative to the Industrial zoning district. The applicant has revised their application.

This application is a request for approval of a Zoning Map Amendment for approximately 160.5 acres located at approximately 2000 North 1400 West. The properties are currently zoned RR-5 Residential (160.2 acres) and GC General Commercial (51.77 acres). The zoning map amendment will facilitate the development of the property as an industrial park from which many light industrial and service oriented industrial businesses will be able to operate.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Light Industrial (LI) designation on the 160.2 acre parcel and Industrial (I) on the 51.77 acre parcel. The properties have been assigned the RR-5 Residential and GC General Commercial zoning districts, respectively. The LI Light Industrial zoning district is identified by the General Plan as a preferred zoning classification for the Light Industrial land use designation on the 160.2 acre parcel. The Industrial zoning district is identified by the General Plan as a preferred zoning classification for the Industrial Land Use designation. Properties to the north are zoned NC Neighborhood Commercial and are currently undeveloped ground. Properties to the east are zoned RR-5 Residential, LI Light Industrial and R1-7 Residential. Properties to the south are zoned LI Light Industrial and Industrial. Mapping pertinent to the subject request can be found in Exhibit

“A” to this report.

The northern 160.2 acres of property is proposed to be rezoned to LI Light Industrial and is in compliance with the suggested zoning of the Light Industrial Land Use designation of the Tooele City General Plan. The southern 51.7 acres is proposed to be rezoned to I Industrial and is in compliance with the suggested zoning of the Industrial land use designation of the Tooele City General Plan.

The General Commercial (GC) District is intended and provided to encourage the establishment of a wide variety of retail commercial uses, service commercial activities, entertainment and other services and activities meeting the needs of the residents of the City. The General Commercial District (GC) allows and encourages that retail and service businesses and related uses be grouped together into commercial centers. The uses and activities allowed in this District should enhance employment opportunities, provide for commercial activities and services required by residents of the city and surrounding areas, encourage the efficient use of land, enhance property values and add to the overall strength of the city’s tax base.

The purpose of the Light Industrial (LI) District is to provide locations for light industrial assembly and manufacturing uses that produce no appreciable negative impact to adjacent properties. This District encourages clean, light industrial and manufacturing uses which provide employment opportunities for city residents, strengthen the city’s tax base and diversify the local economy.

The Low Density RR-5 Residential zoning district is to provide for single family residential areas and single family dwelling units on larger individual lots. Additionally these districts are intended to allow and make available Rural Residential opportunities and agricultural uses protected from the encroachment of incompatible uses.

The Industrial (I) District is formulated to recognize existing industrial sites and uses within the city and to allow for the establishment of additional industrial uses which add to employment opportunities and economic diversity within the city.

Site Plan Layout. A site plan has not been provided with this application as the project is in the early stages of planning and development. Currently the properties are vacant and undeveloped ground with limited access at SR-112 to the west. There is a corridor running south east to north west through the properties. This is the mid-valley trail which was in the past a railroad corridor. It is not an organized trail or road that this time but is a remnant of the past.

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

Engineering & Public Works Division Review. The Tooele City Engineering and Public Works Divisions have not reviewed the proposed Zoning Map amendment and have not issued any comments.

Tooele City Fire Department Review. The Tooele City Fire Department have not reviewed the proposed Zoning Map amendment and have not issued any comments.

Noticing. The applicants have 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. The public hearing was opened at the July 13th meeting and was continued to the July 27, 2022 Planning Commission meeting.

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 Tooele Industrial Zoning Map Amendment Request by Brad Boardman, representing Tooele Industrial Land Holdings, SITLA & GB Tooele Land Holdings re-assigning the zoning of the subject properties located at approximately 2000 North 1400 West to the LI Light Industrial zoning district (160.2 acres) and the I Industrial zoning district (51.77 acres), application number P22-672, based on the findings and subject to the conditions listed in the Staff Report dated July 8, 2022:”

1. List any additional findings and conditions...

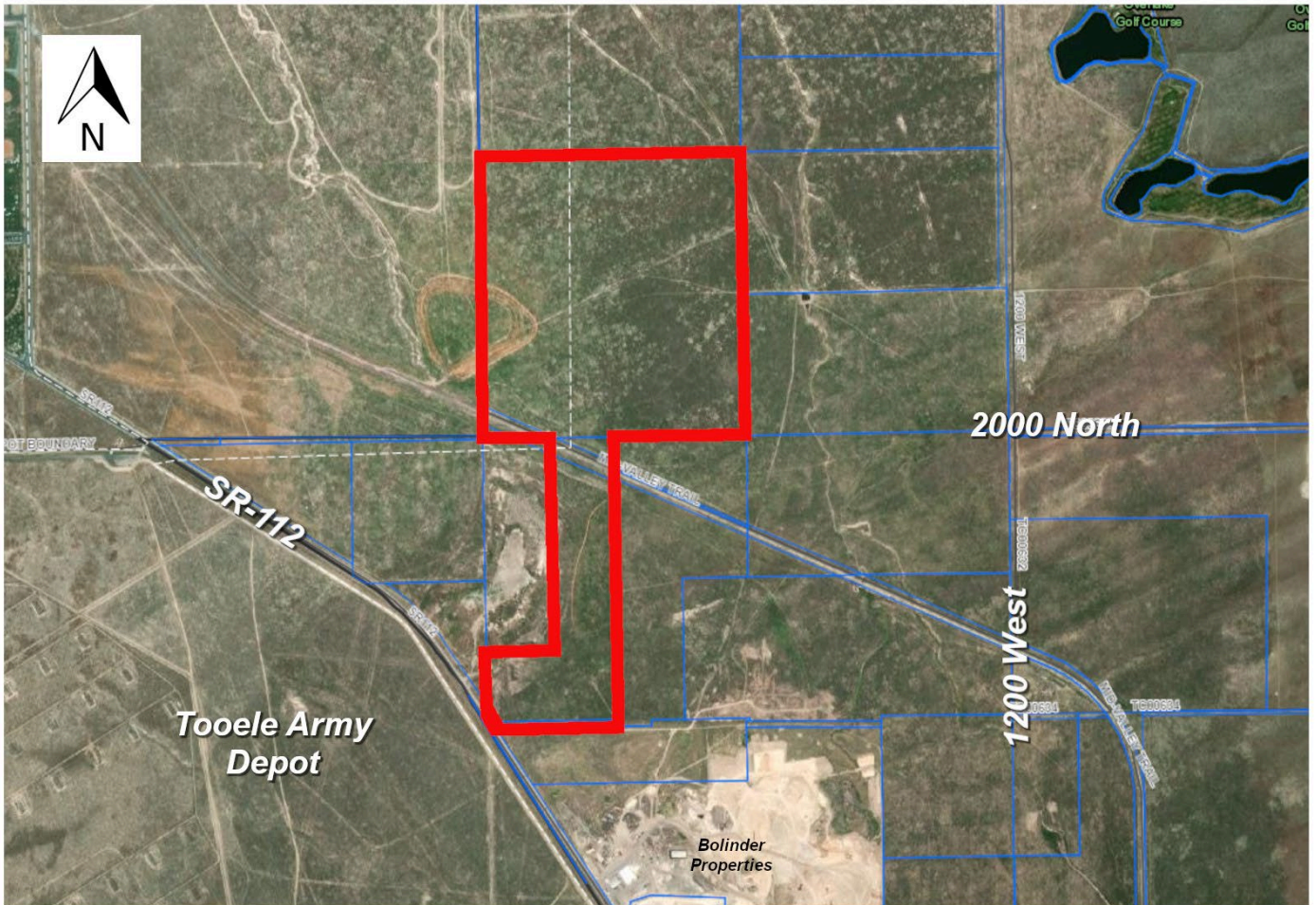
Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Tooele Industrial Zoning Map Amendment Request by Brad Boardman, representing Tooele Industrial Land Holdings, SITLA & GB Tooele Land Holdings re-assigning the zoning of the subject properties located at approximately 2000 North 1400 West to the LI Light Industrial zoning district (160.2 acres) and the I Industrial zoning district (51.77 acres), application number P22-672, based on the findings and subject to the conditions listed in the Staff Report dated July 8, 2022:”

1. List findings...

EXHIBIT A

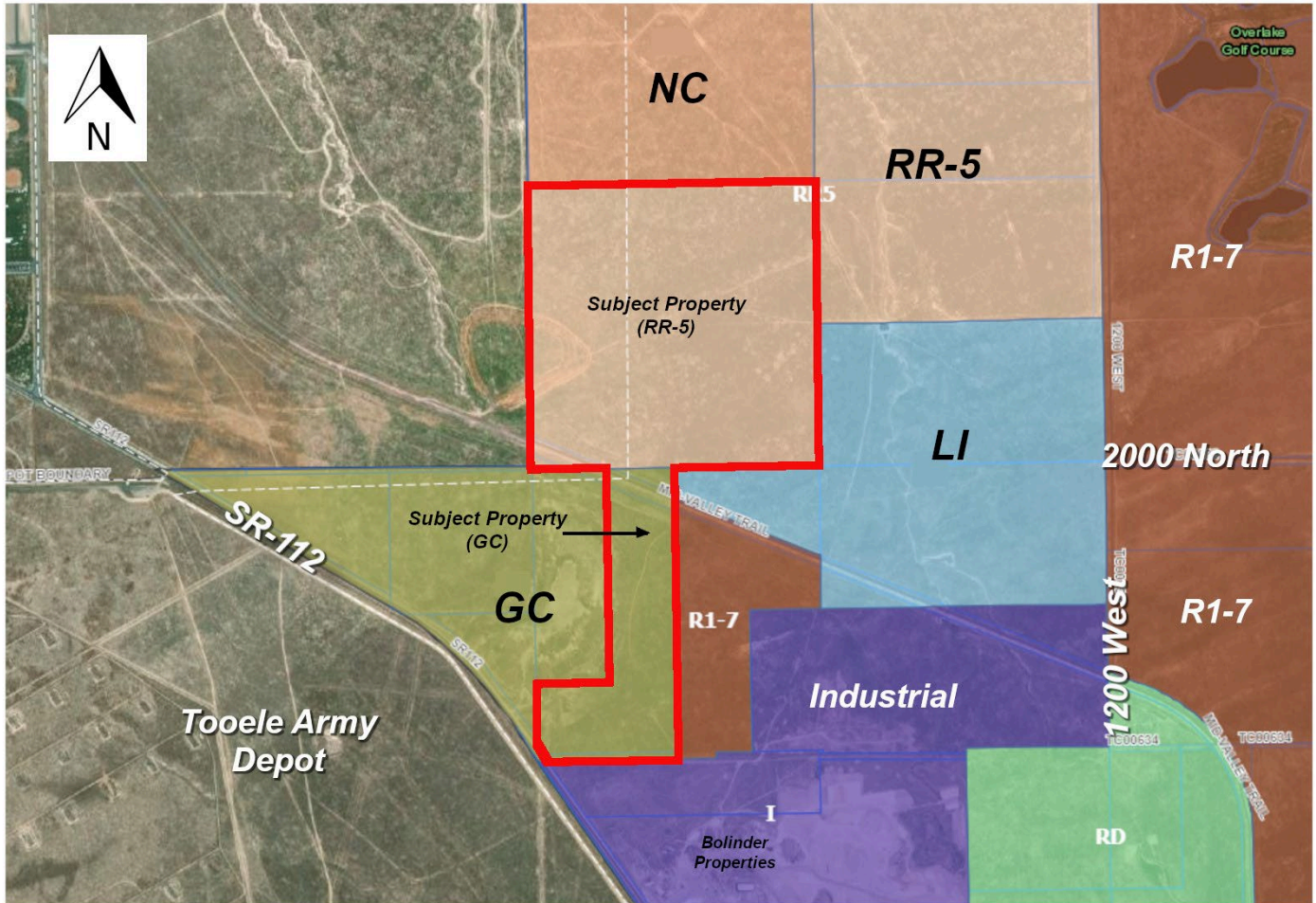
MAPPING PERTINENT TO THE TOOEELE INDUSTRIAL ZONING MAP AMENDMENT

Tooele Industrial Zoning Map Amendment



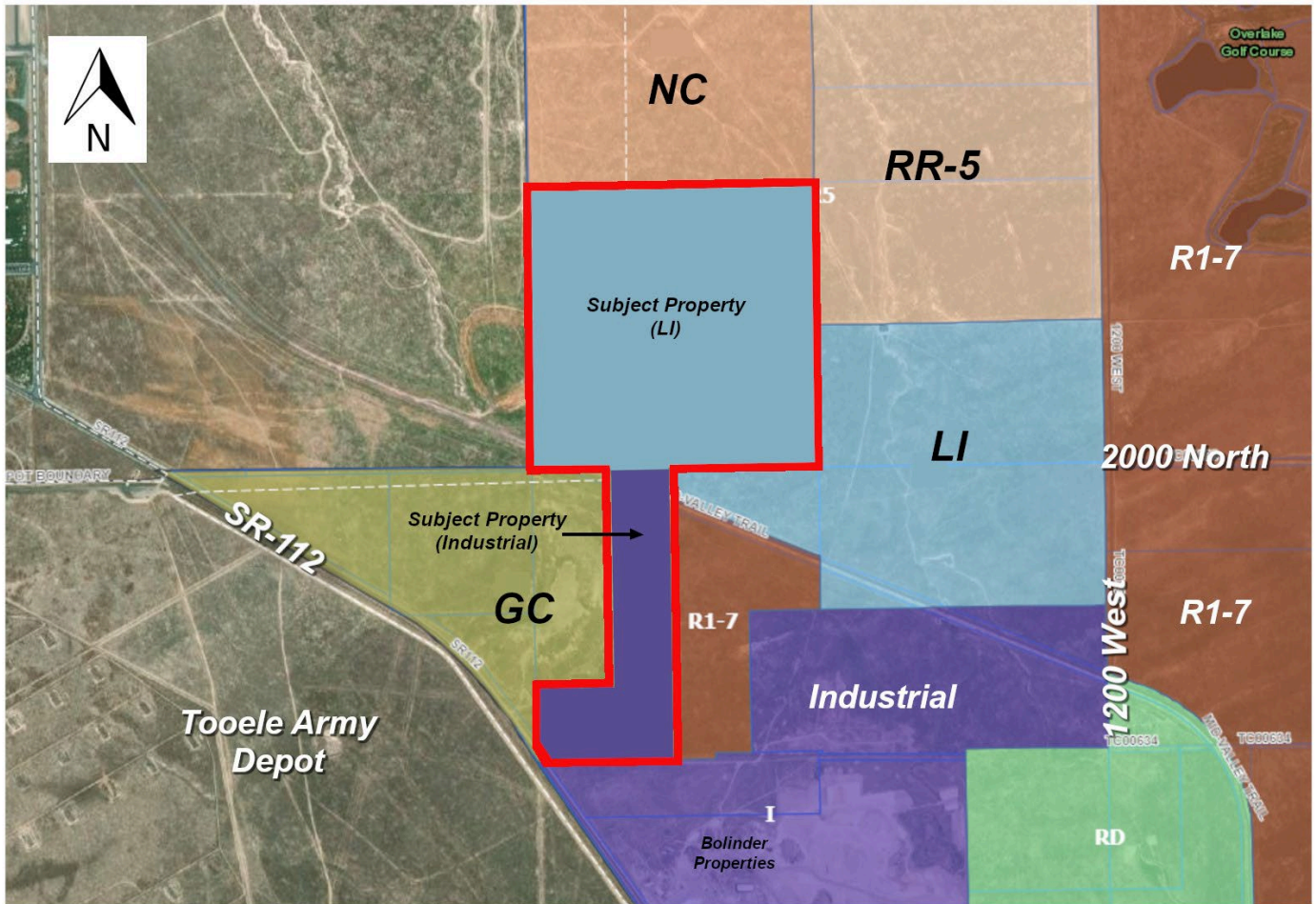
Aerial View

Tooele Industrial Zoning Map Amendment



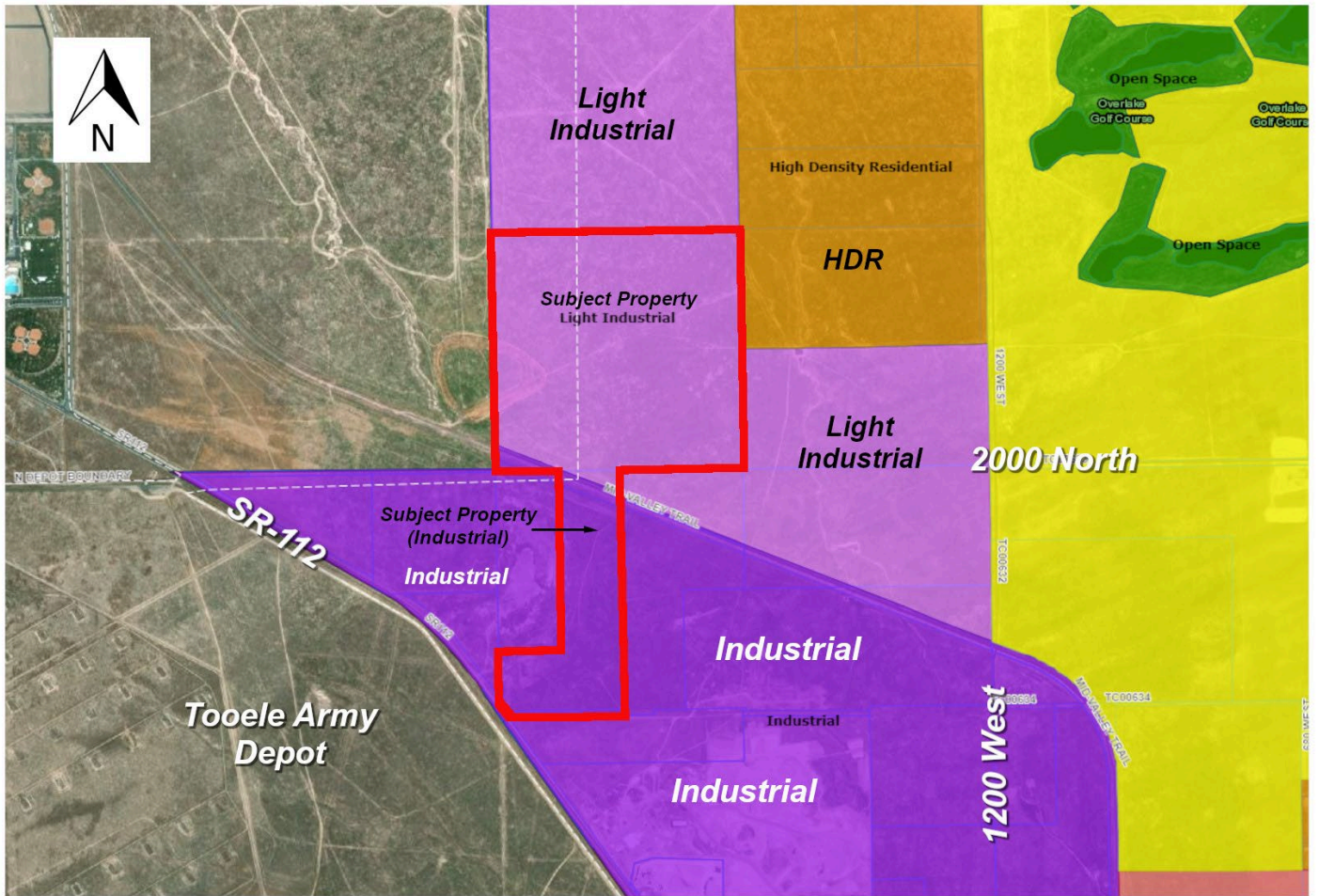
Current Zoning

Tooele Industrial Zoning Map Amendment



Proposed Zoning

Tooele Industrial Zoning Map Amendment



Land Use

EXHIBIT B

APPLICANT SUBMITTED INFORMATION

Exhibit C

Planning Commission Minutes

TOOELE CITY CORPORATION

RESOLUTION 2022-70

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A REAL ESTATE PURCHASE CONTRACT FOR THE PURCHASE OF UNDEVELOPED PROPERTY LOCATED ON SKYLINE DRIVE.

WHEREAS, UCA Section 10-8-2 authorizes Utah municipalities to purchase real property for the benefit of the municipality, including for the purpose of expanding municipal infrastructure; and,

WHEREAS, Tooele City has made the acquisition and conservation of critical open space property a legislative priority for several decades (see the list of “Tooele City Ordinances and Resolutions relating to the Preservation of Open Space,” attached as Exhibit A, and the map of Tooele City open space holdings, attached as Exhibit A); and,

WHEREAS, the acquisition and conservation of critical open space property is a benefit to the municipality, which open space comprises part of the City’s recreational infrastructure and viewshed infrastructure, an irreplaceable community heritage asset, in addition to protecting public and private property through hillside stabilization and preservation; and,

WHEREAS, Tooele City has made a REPC offer on 7.36 acres of critical open space property (“Property”) on Skyline Drive contiguous to approximately 2,000 other acres of open space in Left-hand Fork, and the owner has accepted the offer (see the Property aerial map, attached as Exhibit C, and the signed REPC, attached as Exhibit D); and,

WHEREAS, the Mayor and City Administration recommend that the acquisition of the Property is an important step forward in Tooele City’s critical open space conversation program, to protect public and private property from threats to the stability of the hillside, to expand the City’s recreation and viewshed infrastructure, and to provide passive recreational opportunities (e.g., pedestrian trails) for the public; and,

WHEREAS, the Property has faced significant development pressures, and the City Council believes intensive development would have compromised the stability of the hillside and eliminated the possibility of additional critical open space conservation; and,

WHEREAS, the City Council, in its legislative judgment, finds that acquiring and conserving the Property is part of providing “for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality” (UCA 10-8-2(3)):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the REPC attached as Exhibit D is hereby approved and ratified, and that the Mayor is hereby authorized to sign all documents necessary to close on the purchase of the Property.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Tooele City Ordinances and Resolutions relating to The Preservation of Open Space

Tooele City Ordinances and Resolutions

relating to

The Preservation of Open Space

1. **Ordinance 1998-39.** This ordinance adopted the Land Use Element of the Tooele City General Plan. While the Land Use Element is more of a land development plan than a land preservation plan, it does recognize the overriding theme “to protect the existing character, unique features and quality of life that exists in Tooele City,” including the need to “protect the natural environment of the city.”
2. **Resolution 2000-16.** This resolution accomplished Tooele City’s first open space acquisition of the decade (and century): 32.77 acres.
3. **Resolution 2003-56.** This resolution adopts as an advisory land use guide the Tooele Valley Regional Plan (comprising a chapter in the Tooele County General Plan). The Regional Plan identifies lands outside Tooele City appropriate for development, agriculture, and open space preservation. (Map 7 of the Regional Plan shows the public vision of the City open space property as wildlife habitat.)
4. **Ordinance 2006-14.** This ordinance accomplishes the preservation of highly visible open space through a planned unit development that shifts development density to less visible areas of the property. The ordinance recitals state, “the City Council recognizes that hills, mountains, and ridgelines are one of Tooele City’s most outstanding (and most vulnerable) natural assets, and formulate part of the history, heritage, and image of the City, and are therefore of paramount importance to preserve.”
5. **Resolution 2007-34.** This resolution authorizes the acquisition of 12.4 acres of recreational open space, rescuing the property from imminent development.
6. **Resolution 2008-04.** In exchange for the City approving higher density residential zoning, a developer donated 48 acres of hillside open space to the City. The resolution authorizes the acceptance of the donation. Its recitals state, “the Tooele City Council has established as an important policy the preservation of the environmentally sensitive hillside properties located within the Tooele City corporate boundary.” The resolution recognizes this land as “environmentally sensitive and aesthetically important hillside property.”
7. **Resolution 2009-38.** This resolution authorizes the City’s participation in the LeRay McAllister Critical Land Conservation Program, identifying 105 [actually 101] acres of hillside desirable for conservation for several purposes: “wildlife migration corridor preservation, vista and viewshed preservation, environmentally critical lands preservation, and watershed protection.”
8. **Resolution 2009-47.** This resolution authorized the City’s acquisition of the 101 acres mentioned above. The recitals state, “beginning in 2002 . . . the City’s leaders

began to recognize and appreciate more fully the value of the foothills and mountains south of Tooele City, including the 101 Acres, as a natural asset worthy of preservation for Tooele City residents and others.” In authorizing the acquisition, the City Council made this finding: “The City Council finds it to be a compelling public purpose to preserve the hillsides and mountains on the south of Tooele City from development for purposes of open space, viewshed, watershed, and wildlife preservation, and for the protection of human life and safety.”

9. **Ordinance 2010-03.** This ordinance was the culmination of years of effort to strengthen the City’s hillside development ordinance. It does not prohibit hillside development, but tightens up the regulation of such development for the benefit of the environmentally sensitive areas and also for the health and safety of those who build and live in these areas. The purposes section (§7-12-2) is greatly expanded, and includes open space preservation values.

10. **Ordinance 2010-09.** This ordinance amends the General Plan-Land Use Element Map to include an Open Space land use designation, formally recognizing open space as a legitimate land use, together with industrial, commercial, and residential land uses.

11. **Ordinance 2010-10.** This ordinance assigns the Open Space land use designation to City-owned open space properties that previously did not carry the designation.

12. **Ordinance 2010-11.** This ordinance builds upon the foundation of the Open Space land use designation by assigning the already-existing Open Space zoning district to City-owned open space properties.

13. **Ordinance 2010-12.** This ordinance amends the Open Space zoning district regulation to better protect the viewshed and other open space values of properties zoned Open Space.

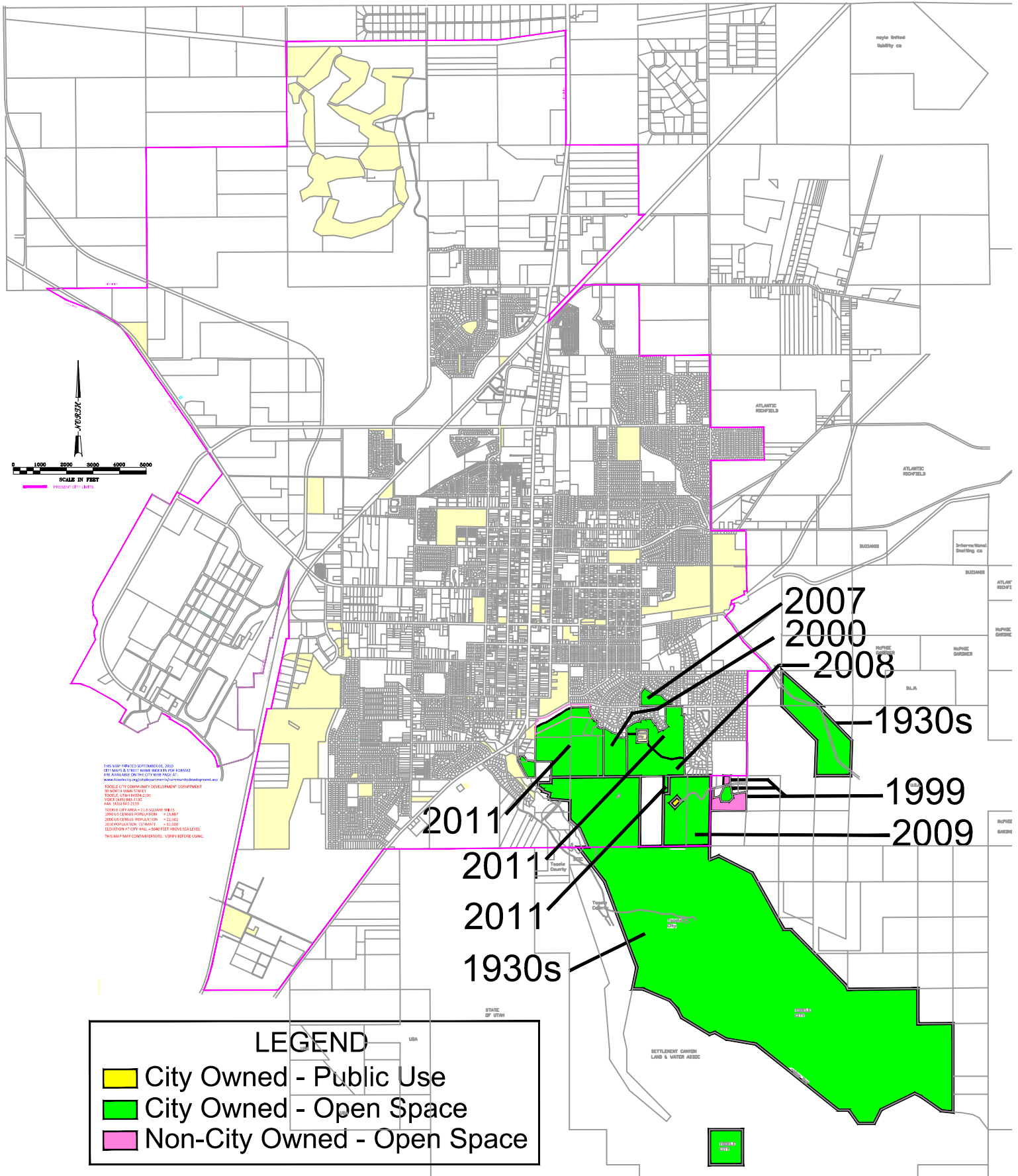
14. **Ordinance 2020-47.** After a 22-year hiatus, this ordinance adopts a new comprehensive General Plan for Tooele City. The Plan includes Open Space goals and objectives, including (1) managing a comprehensive Open Space program, and (2) acquiring and protecting high-priority open space properties.

15. **Resolution 2022-70.** This Resolution authorizes the purchase of 7.36 acres of undeveloped land on Skyline Drive, contiguous to Tooele City’s approximately 2,000 acres of conserved open space in Left-hand Fork.

Exhibit B

Map of Tooele City Open Space Properties

TOOELE CITY



THIS MAP PRINTED ON FEBRUARY 10, 2011
 BY THE MAPS & DESIGN DIVISION OF TOOELE CITY
 AND IS BASED ON THE CITY'S GIS DATA.
 www.tooelecity.org/GIS/Information/CommunityDevelopment.asp
 TOOELE CITY COMMUNITY DEVELOPMENT DEPARTMENT
 95 SOUTH MAIN STREET
 TOOELE, UTAH 84601
 PHONE: (435) 885-3100
 FAX: (435) 885-3130
 TOOELE CITY AREA - 11,822 SQ. MI. AREA
 2000 US CENSUS POPULATION - 43,867
 2000 US CENSUS POPULATION DENSITY - 3.70
 2000 US CENSUS POPULATION - 33,867
 2000 POPULATION DENSITY - 2.86
 ELEVATION AT CITY HALL - 7460 FEET ABOVE SEA LEVEL
 THIS MAP MAY CONTAIN ERRORS. VERIFY BEFORE USING.

ATLANTIC RIDGEFIELD

BUDSARIES

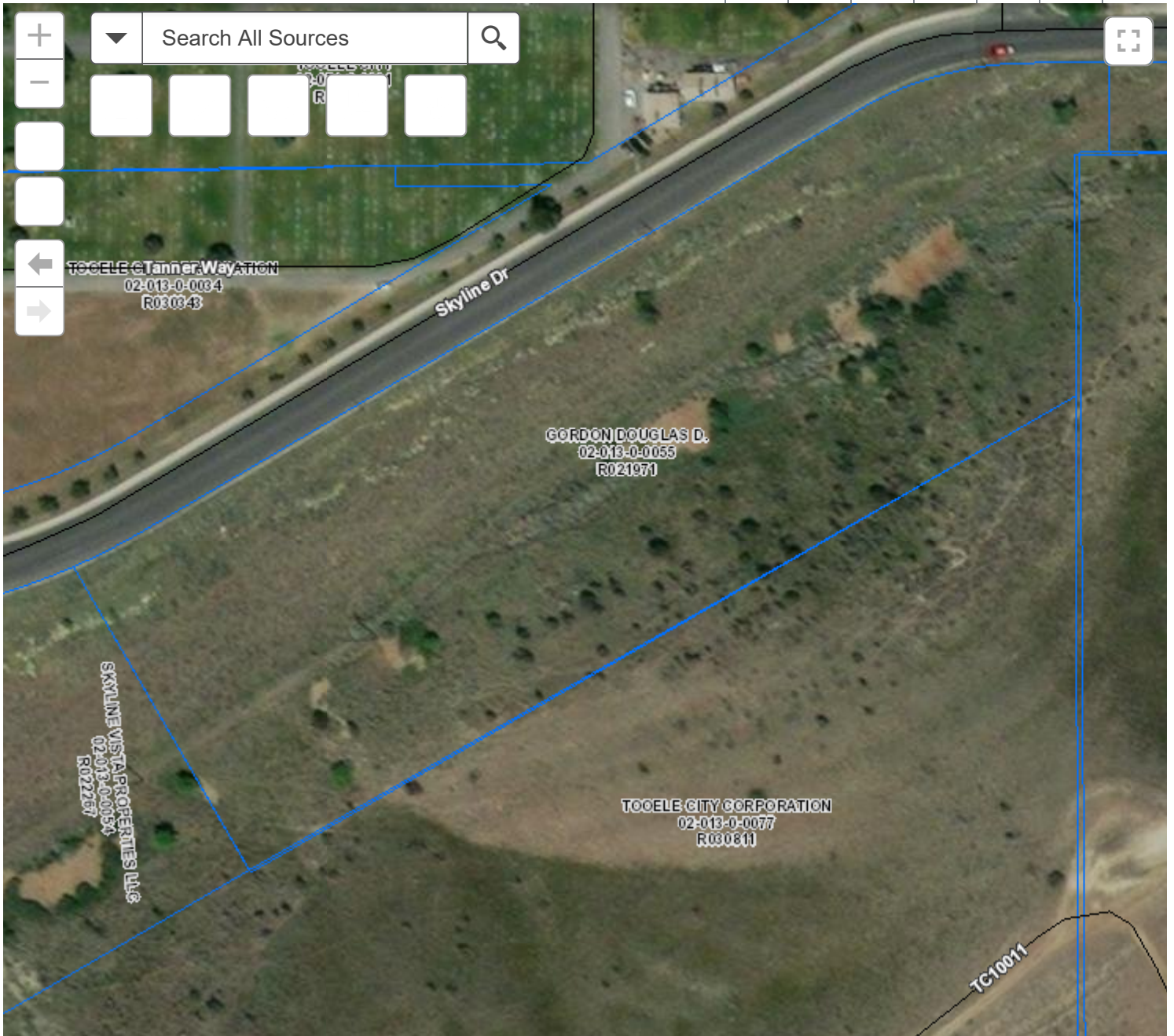
SETTLEMENT GARDEN LAND & VISITOR ASSOC

STATE OF UTAH

USA

Exhibit C

Aerial Map of the Property



1:2257

-112.293 40.522 Degrees



Exhibit D

Real Estate Purchase Contract, Signed



REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 12 day of July, 2022 ("Offer Reference Date") Tooele City Corporation ("Buyer") offers to purchase from Colleen W. Gordon ("Seller") the Property described below and [] delivers to the Buyer's Brokerage with this offer, or [] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$ NA in the form of NA. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage NA Phone: _____

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. **PROPERTY:** 7.36 acres of vacant land on Skyline Dr. in Tooele City also described as: tax parcel 02-013-0-0055
City of Tooele County of Tooele, State of Utah, Zip 84074 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 **Included Items (specify)** NA

1.2 **Excluded Items (specify)** NA

1.3 **Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: NA

2. **PURCHASE PRICE.** The Purchase Price for the Property is \$ 299,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

- \$ 0 (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non refundable.
 - \$ 0 (b) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.
 - \$ 0 (c) **Seller Financing** (see attached Seller Financing Addendum)
 - \$ 299,000.00 (d) **Balance of Purchase Price in Cash at Settlement**
- PURCHASE PRICE. Total of lines (a) through (d)
\$ 299,000.00

3. SETTLEMENT AND CLOSING.

3.1 **Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; _____ Hours after Closing; _____ Calendar Days after Closing; Other (explain) _____

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent Benjamin Gordon, represents Seller both Buyer and Seller as a Limited Agent;
Seller's Brokerage Kelly Right Real Estate of Utah, represents Seller both Buyer and Seller as a Limited Agent;
Buyer's Agent NA, represents Buyer both Buyer and Seller as a Limited Agent;
Buyer's Brokerage NA, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) NA

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: [] IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: [] IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: [] IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ NA. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. _____
 Seller Financing Addendum Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: SHALL MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline July 31, 2022 (Date)
- (b) Due Diligence Deadline August 10, 2022 (Date)
- (c) Financing & Appraisal Deadline NA (Date)
- (d) Settlement Deadline August 15, 2022 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [] PM Mountain Time on July 15, 2022 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

Debra E. Winn 7-12-22 _____
 (Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

Debra E. Winn, Mayor 90 N. Main Toole UT 84074 (435)843-2104
 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- [] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
- [] **REJECTION:** Seller rejects the foregoing offer.

Colleen Gordon 07/15/2022 _____
 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

Colleen Gordon 970 N Horsemans Park Dr Dammeron 435-224-4057
 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

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TOOELE CITY CORPORATION

ORDINANCE 2022-27

AN ORDINANCE OF TOOELE CITY ADOPTING AN UPDATED PURCHASING POLICY AND PROCEDURE.

WHEREAS, Utah Code §10-6-122 requires that all city purchases and encumbrances be made by a duly authorized purchasing agent pursuant to a purchasing policy established by city ordinance or resolution; and,

WHEREAS, Tooele City Code §1-14-3 and §1-22-2 contain the same requirement as UCA §10-6-122; and,

WHEREAS, Utah Code §11-39-103 contains procurement requirements specific to public building projects and public works projects; and,

WHEREAS, Utah Code §72-6-108 contains procurement requirements specific to Class C road projects; and,

WHEREAS, Utah Code §10-7-20.5 contains procurement restrictions specific to retaining architects and engineers; and,

WHEREAS, Utah Code Chapter 63G-6a contains the Utah Procurement Code; and,

WHEREAS, Utah Code §10-7-86 authorizes, but does not require, municipalities to adopt the Utah Procurement code; and,

WHEREAS, Part 24 of the Utah Procurement Code (Unlawful Conduct and Penalties) applies to all municipalities irrespective of whether they have adopted the Utah Procurement code; and,

WHEREAS, the Tooele City Council approved Resolution 1993-21 on July 7, 1993, adopting a Purchasing Policy, Guidelines, and Procedure Manual for Tooele City Corporation (the "1993 Manual"); and,

WHEREAS, with the passage of time and changes to markets, economies, and government procedures, the City Administration recommends the adoption of an updated Purchasing Policy, Guidelines, and Procedures (the "Purchasing Policy") for Tooele City, attached as Exhibit A; and,

WHEREAS, adopting the Purchasing Policy is in the best interest of Tooele City inasmuch as the Purchasing Policy will allow Tooele City to continue operating a purchasing system in compliance with Utah law, Tooele City law, and sound fiscal management; and,

WHEREAS, the City Administration recommends that the Purchasing Policy contain Tooele City's conflict-of-interest and ethics provisions, including the Utah Municipal Officers' and Employees' Act; and,

WHEREAS, the Redevelopment Agency of Tooele City, Utah, and the Administrative Control Board of the North Tooele City Special Service District both have indicated their intention to comply with Tooele City's purchasing policies; and,

WHEREAS, the proposed updated Purchasing Policy is attached as Exhibit A:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that the Purchasing Policy attached as Exhibit A is hereby adopted as the purchasing policy and procedure for Tooele City.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)


(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:



Roger Evans Baker, City Attorney

Exhibit A

Tooele City Purchasing Policy, Guidelines, and Procedures (2022)



TOOELE CITY CORPORATION
PURCHASING POLICY AND PROCEDURES
August 3, 2022

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I. PURCHASING POLICY PURPOSE STATEMENT

A. THE PURPOSE OF THIS PURCHASING POLICY (HEREINAFTER THE "POLICY") IS:

1. To ensure that Tooele City citizens' taxpayer dollars are properly spent and accounted for with the greatest transparency possible.
2. To implement the mandated purchasing regulations of the Utah State Code.
3. To establish responsibility and provide detailed procedures for the department heads (users), the City Recorder (hereinafter the "Purchasing Agent"), the Finance Department (Fiscal), City officials, and other City employees involved in purchasing goods and services for Tooele City.
4. To ensure fair and equitable treatment of all persons who wish to, or do, conduct business with the City.
5. To foster effective broad-based competition within the free enterprise system to ensure that the City will receive the best possible service or product in a cost-effective manner.

B. GENERAL INFORMATION

1. The City Council has established and adopted this Policy through ordinance, and the Mayor has implemented this Policy as the prescribed method and means of purchasing goods and services on behalf of Tooele City.
2. The City has implemented centralized purchasing where responsibilities related to purchasing are centralized in a single purchasing software system.

C. SCOPE

This Policy applies to all Tooele City employees and City officials who in the course of their duties must obtain goods or services to successfully accomplish their assigned tasks.

D. STATUTORY AUTHORITY

This Policy is enacted under the authority of Tooele City Charter Section 1 (Grant of Powers), Tooele City Code Sections 1-14-3 (Purchasing Procedures), 1-22-2 (Purchases and Sales by Established Procedures), Utah Code Section 10-7-86 (Municipality may adopt Utah Procurement Code . . .) and Chapter 63G-6a (Utah Procurement Code), each as amended.

II. PURCHASING AGENT

The Purchasing Agent shall administer the purchasing policy and procedures provided by this Policy. By the statutes referenced herein and by other applicable laws, the Purchasing Agent shall perform the duties and have the power and authority to approve Purchase Orders for all departments of Tooele City.

All rights, powers, authority, and duties relating to the approval of Purchase Orders for goods or services, and the management, control, sale, and disposal thereof, regardless of the source of funding, are hereby assigned to the Purchasing Agent.

The Purchasing Agent may delegate authority granted under this Policy as deemed necessary.

III. PURCHASES

Tooele City purchases are not subject to sales tax. For vendors requiring documentation of tax-exempt status, an Exemption Certificate may be obtained from Accounts Payable, Finance Department.

When a procurement involves the expenditure of State or Federal funds, Tooele City shall comply with the applicable State and Federal laws and regulations.

A. PURCHASE ORDERS

1. The department head shall ensure that funds are available in budgeted line items of the budget for all purchases. If funds are not available, department heads shall obtain approval from the Mayor and City Council to make necessary budget adjustments.
2. The department head, or designee, shall initiate and complete the electronic Purchase Requisition process to request a Purchase Order.
3. Requisitions up to \$3,000 shall be approved by the Purchasing Agent; requisitions \$3,000-\$29,999 shall be approved by the Purchasing Agent and Mayor; requisitions \$30,000 and above shall be approved by the Purchasing Agent, Mayor, and City Council.
4. Purchases shall not be divided in to smaller purchases for the purpose of evading the approval process required by this policy, or for the purpose of avoiding the need to obtain a bid or written contract.
5. Purchase orders for goods or services shall be requested from department heads or designees, as specified below:

No competitive quotes or bids required for purchases:

- Under \$5,000
- Sole source purchases
- State contracts
- Emergencies
- Purchases to repair and maintain equipment owned by the City which may be more economically and efficiently added to, repaired, or maintained, in the judgment of the Purchasing Agent or department head, by a particular person or firm.
- Exchanges of goods between the City and other entities whereby the cost would be below the market cost from vendors.

3 quotes (may be telephone, online searches, or written requests) for purchases:

- \$5,000-\$9,999

3 written quotes or bids required for purchases:

- \$10,000 and above (Council approval and contracts required if \$30,000 or more)
- vehicles and equipment

3 sealed bids, public advertising, Council approval, and contracts required for:

- Capital Projects of \$50,000 or more,

- Building Improvements of \$50,000 or more,
- Public Works Projects of \$50,000 or more,
- Class C Road Projects of \$50,000 or more,
- At department head's request,
- Refer to Section IV below.

6. The Finance Director, in consultation with the Purchasing Agent, may disregard the Purchase Order process and authorize direct payments for ongoing City commitments such as utility bills, insurance premium payments, bond debt-service payments, payment agreements, payroll related expenses, lease payments, gasoline and diesel invoices, or other similar payments.

B. PURCHASE OF INFORMATION TECHNOLOGY EQUIPMENT

Purchase requests for information technology equipment shall be made after consulting with the City's Information Technology (I.T.) Department. The I.T. Department shall make recommendations to the department head and then the purchase may be made by following this Policy.

C. OPEN PURCHASE ORDERS, OR BLANKET PURCHASE ORDERS

1. When frequent purchases of miscellaneous items are made from a single vendor, department heads may initiate a Purchase Requisition requesting the establishment of a Blanket Purchase Order, or an Open Purchase Order, hereinafter "Open PO". The request shall not exceed \$1,000, unless the request is for recurring monthly charges for the same goods, i.e.: gasoline or fuel charges, public notices, monthly contracts, insurance premiums, etc.
2. The department head is responsible to keep records of all miscellaneous items purchased and shall submit all receipts to the Finance Department. The invoice or receipt should include the Open PO number, date, line item, amount, and the department head's signature.
3. Approval of Open POs will follow III(A) above.

D. CREDIT OR CHARGE CARDS, AND LINES OF CREDIT

1. City credit cards are issued in rare instance to approved individuals when no other form of payment can be used. These cards shall be authorized by the Mayor, and the Purchasing Agent shall maintain a list of approved cards in the City's name.
2. City purchasing cards allow City employees to purchase goods through a charge account at a specific place of business. The Purchasing Agent shall maintain a list of purchasing cards.
3. Open lines of credit allow City employees to purchase goods with various vendors who do not issue a purchasing card, on an approved charge account at the place of business.
4. City credit cards shall only be used when a vendor does not offer payment with a purchase order, a purchasing card, open line of credit, or when a vendor will only be used for a one-time purchase.
5. Receipts shall be submitted for purchases using credit cards, charge cards, or open lines of credit, and must not avoid or bypass City purchasing or payment procedures.
6. An independent review and reconciliation is required for each credit card account.
7. Employees to whom City credit cards are issued shall be responsible for the security of the card and the transactions made with the card. The card shall be issued in the employee's name and it will be assumed that any purchases made with the card will have been made by the cardholder, or by department heads authorized to use the card. Credit card holders shall

immediately report any lost or stolen card and/or account information to the Finance Director and the Mayor.

8. Assigned card holders shall report any fraudulent charges or any discrepancies on the statement within 30 days to the Finance Director.

9. If an item which has been purchased with a purchasing card, credit or charge card, or through a line of credit is returned to the place of business, the place of business shall credit the City's account, or issue credit towards the City's card. Employees are not to receive cash, instore credit, or gift cards for returned items.

10. Prohibited credit card purchases:

- i. Any merchant, product, or service normally considered to be an inappropriate use of City funds,
- ii. Purchase of items for personal use or consumption,
- iii. Capital equipment purchases or repair,
- iv. Alcohol,
- v. Fuel for fleet vehicles unless traveling outside of Utah. The City gas card shall be used for fuel purchases,
- vi. Splitting a purchase to remain under purchasing policy limits.

11. Violations of this section of the Policy or improper use of credit cards may subject City officials to corrective and disciplinary action, up to and including dismissal from employment.

E. PETTY CASH FUNDS

1. Petty cash funds are funds to be used for incidental purchases, or emergency purchases that are less than \$50.

2. A written receipt, a store-issued receipt, or a pre-authorization form shall be given at the time of disbursement of funds. The receipt shall be signed, and an account line item assigned by the employee requesting the funds.

3. Petty cash shall be under lock and key at all times.

4. When requesting to replenish petty cash, a Petty Cash Log shall be filled out, balancing the starting cash, money disbursed, and ending cash. The log shall be signed by the representative and department head.

5. The amount of petty cash or cash for the cash box shall be no more than \$250 at any time.

F. USE OF CITY FUNDS TO PURCHASE EMPLOYEE MEALS, CLOTHING, ETC.

1. It is the goal of Tooele City to keep departments operating under uniform guidelines and policies, to treat similarly situated employees similarly, and to ensure that tax dollars are used responsibly for business purposes. The use of City funds to purchase employee meals, clothing, or other items may be considered job-related and a business necessity under certain circumstances, approved by department heads with the Mayor's consent. Some items, however, may be viewed as an employee "gift" or "perk" and Tooele City's Personnel Policies and Procedures should be referred for policy implication relative to such personal purchases for employees. In general:

i. Using City funds to provide incidental lunches or other meals to employees is allowed under this policy:

a. If it is in conjunction with training that has been approved by the department head. The training and expenditure shall be included and approved in the department's annual budget request. The training itinerary shall be included if an employee reimbursement request is submitted. The value may be taxable to

the employee pursuant to I.R.S. guidelines. Consult with the Human Resource Department to make this determination.

b. If an employee is working beyond their normal work schedule (usually an 8-hour shift) to handle an emergency or natural disaster, or attending City Council meetings.

c. If it is a retirement luncheon, and allowed under Tooele City Personnel Policies and Procedures such as guidelines for a retirement luncheon.

ii. Using City funds to provide clothing or other personal items to employees shall be permitted if:

a. The purpose of providing the item has a business purpose such as: issued for field identification as a City employee or as a required uniform item, is a safety-related item of a personal nature (i.e. steel-toed shoes), is issued for a marketing program or event, is issued for professional identification at an event, or other similar circumstances.

b. The clothing is embroidered, screened, or somehow otherwise identified as "Tooele City", and the nature or design of the item would be used only for official work purposes.

c. The expenditure is included and approved in the department's annual budget request.

d. It is allowed for under Tooele City Personnel Policies and Procedures such as guidelines for a retirement gift.

G. CITY VEHICLES

1. Requests for purchases of City vehicles shall be included and approved in departmental or capital projects budgets.

2. Department heads shall follow the guidelines listed above regarding the need to obtain bids or quotes for the vehicle request, with one bid from a local dealer. (Three bids are not necessary if purchased through a state contract.)

3. Department heads shall request the purchase through the Mayor, then it will be brought before the City Council for approval, if required.

4. The shops supervisor shall make the purchase, add it to the fleet vehicle list, and take the paperwork to finance and the Purchasing Agent.

5. Finance shall add the vehicle to the asset list, and the Purchasing Agent shall add the vehicle to the insurance list.

6. When vehicles are needed, and have not been approved in a department's budget, requests shall be made through the Mayor, then the City Council, and a budget amendment shall be made. After approval, the steps outlined above shall be followed.

7. When vehicles are outdated or no longer needed by a department, they will follow the surplus process as stated in the Surplus section below.

H. VENDORS

1. Vendors providing goods and/or services shall be on the City's vendor list.

2. To add a new vendor to the City's vendor list, department heads, or designees, shall direct vendors to provide a current and signed W-9 and a Utah Retirement Systems Post-Employment/Post-Retirement Restrictions Act Certificate & Release (see Attachment "C") to Accounts Payable. The new vendor, if approved, will then be added to the City's vendor list, and assigned a vendor number.

3. Purchases are not subject to sales tax. For vendors requiring documentation of tax-exempt status, a TC-712G Exemption Certificate for Governments and Schools may be obtained from Accounts Payable.

IV. CAPITAL PROJECTS, BUILDING IMPROVEMENTS, PUBLIC WORKS PROJECTS, CLASS C ROAD PROJECTS, AND OTHER LARGE PROJECTS

Capital projects, building improvements, public works projects, Class C road projects, and other large projects (hereinafter "Projects") will be determined as specifically as possible and shall be presented each year to the City Council by the Mayor and/or department heads for approval with their budget requests.

Department heads, when contemplating Projects, shall cause plans and specifications for, and an estimate of, the cost of the Project to be prepared by qualified persons. If it is necessary to contract with outside qualified design professionals, the Mayor's approval shall be obtained, and a Contract or Form "A" may be completed.

A. BIDS

1. Written bids or quotes are required for expenditures or purchases costing \$10,000 and above. Bids for these types of expenditures or purchases do not need to be sealed bids, and do not need to be opened publicly. Department heads, or designees, shall use Attachment "A" to turn in bids and the accompanying contract (if applicable) to the Purchasing Agent. At department head's discretion the sealed bid process may be used for any purchase.
2. When Projects are \$50,000 or more, competitive sealed bids are required. The Purchasing Agent or Engineer shall prepare a Public Notice inviting prospective suppliers to submit a bid. Public notice of the invitation for bids shall be given at least 10 days prior to the date set forth therein for the opening of bids for certain Projects, and for three weeks for Class C Road projects.
3. The Public Notice shall include:
 - i. Description of the services or items to be purchased and all contractual terms and conditions applicable to the procurement.
 - ii. Instructions concerning the location and acquisition of bidding documents,
 - iii. Date, time, and place of the opening of formal sealed bids.
4. The Purchasing Agent shall post notice pursuant to U.C.A. 63G-6a-112, which includes:
 - i. Post at Tooele City Hall,
 - ii. Post on the City website,
 - iii. Post on the State Public Notice website,
 - iv. Publish in a local newspaper of general circulation, as required by law.
5. All notices calling for bids shall state, "Tooele City reserves the right to reject any and/or all bids presented." This rejection right includes any formal bid and/or sealed competitive bids with or without cause. If all bids are rejected and the governing body determines to complete the Project, the City shall advertise again pursuant to this Policy.
6. Bids shall be opened publicly by the Purchasing Agent, or a designee, in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and any other relevant information, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection.

7. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids.
8. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the appropriate department head or Purchasing Agent.
9. The contract shall be awarded with reasonable promptness, by written notice, to the lowest responsive responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids.
10. All contracts for Projects shall be in writing. Contracts for Projects costing less than \$50,000 may use the Agreement attached as Exhibit "B". Contracts for Projects costing \$50,000 or more shall use more detailed industry standard construction contracts, where available, prepared by the contractor, department heads, or City Engineer.
11. Once a contract has been approved through the process outlined above, individual invoices do not need to be brought before the Council for approval even if they exceed \$30,000, but change orders exceeding \$30,000 shall be approved and authorized by the City Council. Please see Section VIII regarding Change Orders.
12. Contracts for services such as worker's compensation, health and dental insurance, short-term disability, general liability insurance, and other services may not need to be bid out every year, upon approval of the Mayor. (See Section VII below for more information about contracts.)

B. USE OF REQUESTS FOR PROPOSALS (RFP) IN LIEU OF BIDS

1. The RFP process may be used when the nature of the work to be performed, or the product to be purchased, has the potential to be satisfied with various competitive bidding options which may be difficult to identify and accurately described. This process shall only be used when the Mayor or a designee determines that this process is more advantageous to the City in determining a responsible contractor or the use of the competitive bid process is impractical.
2. Public notice of the RFP shall be given at least 14 days prior to the advertised date of the opening of the proposals.
3. Proposals shall be opened so as to avoid disclosure of contents to competing offerors. A register of proposals shall be prepared and shall be open for public inspection after contract award.
4. The request for proposals shall state the relative importance of price and other evaluating Factors, which may include references, experience, work history, unit pricing, mobilization and crew timing and capacity, change order history, RFI history, bid document compliance, bonding capacity, and other relevant factors.
5. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussion, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
6. Proposals shall be evaluated with references to weighted preestablished evaluation factors.

7. Award shall be made by contract to the person whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the valuation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contact file shall contain the basis on which the award is made.

8. Contracts for RFPs shall follow the contract section in VII below.

C. QUALIFICATION OF BIDDERS AND SUPPLIERS

1. When appropriate, as determined by the Purchasing Agent and the department head, in consultation with the City Attorney, a bidder, supplier, or contractor may be required to prequalify for providing certain types of goods or services. To determine the capability and responsibility of these providers certain predetermined responsibility factors must be considered, which shall include the following:

i. Availability of the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate the capability of the bidder, supplier, or contractor to meet contractual requirements.

ii. A satisfactory record of performance, in the discretion of the Purchasing Agent and department head.

iii. A satisfactory record of integrity, in the discretion of the Purchasing Agent and department head.

iv. Legal qualifications to contract with Tooele City Corporation.

v. Whether all necessary information has been supplied in connection with the inquiry concerning responsibility, in the discretion of the Purchasing Agent.

2. The bidder, supplier, or contractor shall supply all information requested by the City concerning their responsibility. If such information is not supplied, the City may make the determination based on available information or may find the bidder, supplier, or contractor non-responsive and/or not responsible.

D. CANCELLATION AND REJECTION OF BIDS

An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected, in whole or in part, as may be specified in the solicitation, when it is in the best interests of the City. The reasons shall be made part of the contract file.

V. CHECK GENERATION

A. The Finance Director, or designee, shall examine all invoices and payment demands against Tooele City. Checks will not be prepared unless the examination proves the existence of appropriate documentation in the form of completed Purchase Requisitions, Purchase Orders, and invoices to the Finance Director's satisfaction.

B. Accounts Payable, on receipt of an invoice, shall match the demands for payment to the approved Purchase Orders and shall generate checks. Accounts Payable may edit Purchase Requisition amounts, up to a maximum of \$25.00, when there are small differences between the quoted amount and the amount invoiced.

C. Accounts Payable shall attach the appropriate documentation to the checks, and deliver for signature. The checks shall have two signatures, from those authorized to sign. In order to maintain a check and balance, the checks shall not be signed by Accounts Payable or by any payee of a check.

VI. SURPLUS

- A. When goods are deemed surplus, outdated, or no longer needed by a department, and are valued at \$100 or more, the Purchasing Agent will recommend the transfer or disposal of the goods. If the Purchasing Agent is recommending disposal, he/she shall present a list of all goods valued at \$100 or more to the City Council for approval of disposal. Reference Utah Code Chapters 24-3 and 77-24a, each as amended, and Tooele City's Disposal of Technology-Related Equipment Procedure.
- B. Surplus items shall not be to given to employees or employees' immediate family members. Employees or employees' immediate family members may purchase surplus items as part of a sale or auction as long as preferential treatment is not given to any employee or employee's immediate family members.

VII. CONTRACTS

- A. All contracts \$30,000 and above must be approved by Fiscal Note or Resolution of the Tooele City Council. No department, office, advisory or policy board or other organization of Tooele City, nor any officer or employee thereof, shall be empowered to execute any Purchase Order or contract except as specifically authorized in this Policy or by other applicable law. All contracts in violation of this provision are considered void and may result in the personal obligation and liability of persons at fault for such violations. (Utah State Auditor Template Language, General Provision #2)
- B. With specific reference to Section 10-6-138 of UCA 1953, as amended, the Purchasing Agent, may sign as either the City Recorder or the Purchasing Agent contracts made on behalf of Tooele City. There will be no need for two signatures from the same person to meet this provision.
- C. All contracts for goods and services shall be signed by the Mayor, attested by the Purchasing Agent, and approved as to form by the City Attorney. Approval as to form by the City Attorney is an indication that the contract is ready to be signed and attested.
- D. Contracts shall include, at a minimum, the information required on the form attached to this Policy, as ATTACHMENT "A".
- E. All large project contracts shall be in writing. Construction contracts for Projects costing less than \$50,000 may use the Agreement attached as Exhibit "B". Projects with contracts costing \$50,000 or more shall use more detailed industry standard construction contracts, where available, prepared by the contractor, department heads, or City Engineer. Performance and Payment bonds established in an amount determined by department heads or City Engineer necessary to protect the best interest of the City, and a penalty for not completing the scope of service stated in the agreement or contract by the agreed date shall be included.
- F. The Purchasing Agent shall ensure that all documents are attached to, or provided as part of entering into, all written contracts, including the Agreement, Contract, or short form contract, Certificate of Liability Insurance, Certificate of Workers Compensation Insurance, Business License, Vendor tax identification information, etc., as applicable.
- G. The Purchasing Agent shall establish and maintain a file of all contracts, and an indexed record of all contracts, with required attachments.
- H. EXCEPTIONS TO THE SOURCE SELECTION AND CONTRACT FORMATION
 - 1. Upon approval of the Mayor, professional services including but not limited to: auditing, appraisals, architecture, banking, artistic design, engineering, legal and other consulting services, and continued specialty maintenance services (i.e. services at the wastewater treatment plant) may be awarded based on professional qualifications, service ability, cost of service, and other criteria.

2. The City Engineer shall be utilized to perform engineering services for the City. If the City Engineer is unable or unavailable to perform the needed engineering services, outside engineering services may be sought upon approval of the Mayor, and documented on Form "A".

VIII. CHANGE ORDERS

The City recognizes that change orders are a normal component of the procurement process. This section outlines when modifications to approved contracts qualify as change orders and the approval process for change orders.

- A. Modifications to approved contracts shall be deemed change orders when the Mayor and Purchasing Agent determine that:
 1. The modification is related in some manner to the same or similar project approved in the contract,
and
 2. Treating the modification as a change order would maximize efficiency in completion of and cost savings to the City.
- B. Change Order approval process:
 1. Individual change orders below \$30,000 may be approved by the responsible department head or City engineer after consultation with the Mayor and Purchasing Agent, provided the change order is within the approved project budget. Change orders similar in nature and timing shall not be split into multiple change orders to fall below the \$30,000 threshold.
 2. Individual change orders \$30,000 and above shall be approved by the Mayor and City Council after consultation with the responsible department head or City engineer, provided the change order is within the approved project budget.

IX. EMPLOYEE REIMBURSEMENT

- A. Reimbursement for expenses related to travel and training shall be submitted on the Tooele City Expense Reimbursement Report, signed by the employee and department head. Department head requests for reimbursement shall be approved and signed by the Mayor. The City Council and Mayor's requests for reimbursement shall be approved and signed by the City Council Chairperson. The signed reimbursement report shall include the required signatures, a Purchase Order number, receipts for non-per-diem expenses, if available, and a copy of the training itinerary.
- B. Purchases made by employees using their own funds or credit card for goods relating to city business shall be submitted on the Tooele City Expense Reimbursement Report, signed by the employee, department head, and the Mayor. Receipts are required (refer to Tooele City Policies and Procedures Section 24 for procedure of submitting Reimbursement Requests).

X. ETHICAL CONDUCT AND CONFLICTS OF INTEREST

A. ETHICAL CONDUCT AND FIDUCIARY DUTY

All Tooele City officials individually commit themselves in their official capacity to ethical and lawful conduct, including appropriate use of their City authority. The term "City official" is defined in Section X1 of this Purchasing Policy and includes all City employees (full-time, part-time, seasonal, etc.), elected officials, appointed officials, and volunteers. This commitment is an express condition of Tooele City employment and service as a City official. City officials owe a fiduciary duty to Tooele City, which means they must serve the interests of Tooele City above any personal and business interests that may conflict with the City's interests. City officials must not act in a manner that is

contrary to their fiduciary duty to the City. City officials must avoid actual conflicts of interest, potential conflicts of interest, and even the appearance of a conflict of interest. This level of professional conduct is vital to ensure and maintain public confidence in the Tooele City officials and in Tooele City government.

B. STANDARDS OF ETHICAL CONDUCT

Tooele City follows the standards of ethical conduct explained in detail in the Utah Municipal Officers' and Employees' Ethics Act (UCA 10-3-1301 et seq.: the "Act"). The purposes of the Act are to establish standards of ethical conduct for City officials and to require disclosure of actual or potential conflicts between the public duties and personal interests of City officials. The subsections below cover the Act's main provisions, but are not exclusive. ("UCA" means the Utah Code. The Utah Code is available on the Utah Code page of the Utah Legislature website. "Policy Manual" means the Tooele City Personnel Policies and Procedures Manual. Tooele City provides additional guidance to City employees regarding standards of ethical conduct through various policies in the Policy Manual. The Policy Manual is available on the Human Resources page of the Tooele City website.)

1. Required Disclosures. All City officials shall make the following required disclosures. Disclosures shall be made annually on a form ("Disclosure Form") approved by the Purchasing Agent.
 - i. Compensation: City Council and Other Committee Members. A member of the Tooele City Council, Planning Commission, RDA Board, or other City board, commission, or committee (collectively "City Committee") must disclose receiving any compensation, or agreeing to receive any compensation, for assisting a person or a business in a transaction involving the City (e.g., a contract or a purchase). Two types of disclosure are required. First, the member must file a Disclosure Form with the Mayor. Second, the member must disclose the relationship to the member's particular City Committee, in an open meeting, before any discussion of the transaction occurs. (See UCA 10-3-1305 for disclosure details.)
 - ii. Compensation: All Other Employees. Subsection B.1.i., above, also applies to City officials who are not members of a City Committee. City officials must file a Disclosure Form with the Mayor and also must inform their supervisor. (See UCA 10-3-1305 for disclosure details.)
 - iii. Business Regulated by City: All Employees. City officials must disclose when they are an officer, director, agent, owner, investor, or employee of a business regulated by Tooele City. If a business requires a Tooele City business license or a conditional use permit, it is regulated by the City. Disclosure is made on a Disclosure Form filed with the Mayor. (See UCA 10-3-1306 for Disclosure details.)
 - iv. Business Ownership: City Council and Other Committee Members. A member of a City Committee must disclose when they are an officer, director, agent, owner, investor, or employee with a business that conducts business with the City. The member must disclose the relationship to the member's particular City Committee, in an open meeting, before any discussion occurs of matters involving the business conducted. (See UCA 10-3-1307 for disclosure details.)
 - v. Business Ownership: All Other Employees. Subsection B.1.iv., above, also applies to City officials who are not members of a City Committee. Disclosure is made on a Disclosure Form filed with the Mayor. (See UCA 10-3-1307 for disclosure details.)
 - vi. General Conflicts: City Council and Other Committee Members. A member of a City Committee must disclose any conflict between their personal interests and their

public duties. Two types of disclosure are required. First, the member must file a Disclosure Form with the Mayor. Second, the member must disclose the relationship to the member's particular Committee, in an open meeting. (See UCA 10-3-1308. See UCA 10-3-1306 and -1308 for disclosure details.)

vii. General Conflicts: All Other Employees. Subsection B.1.vi., above, also applies to City officials who are not members of a City Committee. Disclosure is made on a Disclosure Form filed with the Mayor. (See UCA 10-3-1306 for disclosure details.)

viii. Disclosure Forms. All City officials will submit a completed Disclosure Form in January of every year to the Purchasing Agent, who shall deliver to the Mayor all Disclosure Forms required by subsections B.1.i-vii., above. The Mayor shall report to the City Council all Disclosure Forms required by the Act and by subsections B.1.i-vii., above, or a summary of the Forms. If a conflict arises during the year after the annual Disclosure Form has been submitted, a new Disclosure Form shall be submitted following the procedure outlined above.

2. Conflict of Interest Relationships. The relationships described in subsections B.1.i-viii., above, are prohibited conflict of interest relationships unless the required disclosures are made. If the required disclosures are made, the relationships are allowed.

3. Prohibited Conduct.

i. Failure to Disclose. Failure to make the disclosures required by the Act and by this Section is prohibited.

ii. Inducement. All persons, including City officials, are prohibited from inducing or seeking to induce any City employee to violate any of the provisions of the Act or of this Section.

iii. General Violations. Any purchase, sale, or other distribution made in violation of this Purchasing Policy is prohibited.

iv. Surplus Property. No City official may purchase or receive surplus City property unless through a public sale on the same terms as the general public, with no preferential treatment.

v. City Records. City officials shall not disclose or use records classified as Private, Controlled, or Protected acquired by City officials because of their city positions or duties in order to further their personal financial interests. (See UCA 10-3-1304(2)(a). Private, Controlled, and Protected records are listed in the Utah Government Records Access and Management Act (GRAMA). See UCA 63G-2-302, -303, -304, and -305.)

vi. Personal Gain. City officials shall not use their City positions to further their personal financial interests or to secure special privileges for any person. (See UCA 10-3-1304(2)(b)).

vii. Financial Benefits. City officials shall not accept gifts or other financial benefits of any value that might improperly influence the faithful and impartial discharge of their public duties. Such gifts include loans on more favorable terms than available to the general public, and pay at a higher rate than the market rate. (See UCA 10-3-1304(2)(c))

viii. Gifts as Rewards. City officials shall not accept gifts or other financial benefits of any value that could be considered a reward to the employee for official actions taken. Such gifts include loans on more favorable terms than available to the general public and pay at a higher rate than the market rate. (See UCA 10-3-1304(2)(c))

ix. Allowable Gifts. City officials may accept occasional non-cash gifts that do not violate Subsection B.4.vii-viii. above, and that do not exceed the monetary values identified in Policy Manual Section 31.A.2., which also contains a detailed list of allowed and prohibited gifts.

4. Penalties for Violation.

- i. The Act provides that any City official who has a conflict of interest relationship and who knowingly and intentionally fails to make the required disclosures can be removed from office or employments. (See UCA 10-3-1312)
- ii. The Act provides that City officials who knowingly and intentionally receive compensation in violation of subsections B.1.i-ii., above, have committed a crime and may be both prosecuted and removed from office or employments. (See UCA 10-3-1310)
- iii. The Act provides that City officials who knowingly, intentionally, and improperly disclose records, accept gifts, or use their official position in violation of subsections B.4.iii-vi., above, have committed a crime and may be both prosecuted and removed from office or employment. (See UCA 10-3-1310)
- iv. Violations of the Act or this Policy may subject City officials to corrective and disciplinary action, up to and including dismissal from employment.

DRAFT

SECTION XI: DEFINITIONS

The terms used in this policy shall have the following meanings:

- (1) Agent means employees, as defined below, as well as authorized volunteers who have purchasing responsibilities for the City.
- (2) Blanket Purchase Order means an agreement with a specific vendor that authorizes the purchase of items over a period less than a year with reconciliation of purchases and payment to the vendor on a monthly basis. Use of this type of Purchase Order is restricted to the purchase of repetitively used items of low value.
- (3) Bidding means the procedure used to solicit quotations on price and delivery from suppliers of services, supplies, material, or equipment and contracts for public improvement.
- (4) Business means any corporation, partnership, individual, sole proprietor, company, or any other properly licensed legal entity engaged in the sales of goods and services.
- (5) Building Improvement means the construction or repair of a public building or structure.
- (6) Capital Projects means a long-term project that helps maintain or improve a city asset, often called infrastructure. It is a new construction, expansion, renovation, or replacement project for an existing facility or facilities.
- (7) Change Order means a written order directing the contractor to suspend work or make changes that are similar in nature to the contract.
- (8) Charge Card means a card from a place of business for the purchase of goods with an account that must be paid when a receipt is issued. For example, the City has charge cards for local businesses such as Home Depot and Wal-Mart.
- (9) City Official means employees, as defined below, as well as authorized volunteers who have purchasing responsibilities for the City.
- (10) Construction means the process of building, altering, repairing, improving, or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine repair, operation, or maintenance of existing structures, buildings, or real property. Construction is a type of service.
- (11) Contract means all types of City agreements, regardless of what their title is, used for the purchase of goods or services. The term includes awards and notices of award, contracts of fixed price and cost plus a fixed fee, incentive agreements, contracts providing issuance of job or task orders, leases, letter contracts, letter extensions to existing contracts or agreements and Purchase Orders with contractors. The term includes supplemental agreements with respect to any of the forgoing.
- (12) Contractor means any person or business having a contract with Tooele City Corporation.
- (13) Credit Card means a small plastic card issued by a bank, business, etc., allowing the holder to purchase goods or services on credit.
- (14) Department Head means the appointed director of each of the several administrative departments. The term Department Head includes authorized designees.
- (15) Emergency means an imminent threat to the public's health, welfare, or safety.
- (16) Employee means an individual drawing a salary or wage from Tooele City, whether elected or not, and any part-time individual performing services for the City.
- (17) Goods means supplies, materials, equipment, wares, merchandise, and similar items.
- (18) Governing Body means the Tooele City Council.
- (19) Immediate family means employee's spouse, parent, dependent children, and other dependent relatives.
- (20) Invitation for bids means all documents, whether attached or incorporated by reference, used for soliciting bids.

- (21) Line of Credit means an arrangement between a business and the City that allows purchases of goods, with an established maximum balance. An example is the line of credit at the local grocery store is Maceys.
- (22) Miscellaneous Items means goods of a low-dollar value, such as expendable, minor nonexpendable, and consumable items.
- (23) Officers means employees, as defined below, as well as authorized volunteers who have purchasing responsibilities for the City.
- (24) Official means employees, as defined below, as well as authorized volunteers who have purchasing responsibilities for the City.
- (25) Person means any individual, business, committee, club, or other organization or group of individuals.
- (26) Public Property means any item of real or personal property owned by the City.
- (27) Public Works Project means the construction of a park, recreational facility, pipeline, culvert, dam, canal, or other system for water, sewage, storm water, or flood control. Public Works Project does not include the replacement or repair of existing infrastructure on private property, or emergency work, minor alteration, ordinary repair, or maintenance necessary to preserve a public improvement (such as lowering or repairing water mains; making connections with water mains; grading, repairing, or maintaining streets, sidewalks, bridges, culverts or conduits).
- (28) Purchasing means the buying, procurement, renting, leasing, acquisition, or otherwise obtaining any supplies, material, equipment, services, or construction. It also includes all functions that pertain to the obtaining of any public property including the description or requirement, selection and solicitation of sources, preparation and award to contract, and all phases of the contract administration.
- (29) Purchasing Agent means the City Recorder.
- (30) Purchase Order means a document, with a specific number assigned, that is generated after a Purchase Requisition or Requisition has been entered in the purchasing system. It requires approval by the Purchasing Agent, Mayor and City Council, when applicable.
- (31) Purchase Requisition or Requisition means a request that may include the technical description of the requested items(s), delivery schedule, transportation, criteria for evaluation of the vendors, suggested sources of supply, and other information available to the requesting department that may help the Purchasing Agent make written determinations and findings required by this policy.
- (32) Request for proposals means all documents, whether attached or incorporated by reference, used for soliciting proposals.
- (33) Services mean the furnishing of labor, time, and effort, by a person, not involving the delivery of a specific end product. The term may include the furnishing of reports, which are incidental to the required performance in providing the requested services. Services includes construction.
- (34) Sole Source means that only one supplier or vendor is capable of providing an item or service, and therefore it is not possible to obtain competitive bids.
- (35) Users mean employees that are involved in purchasing goods and services for Tooele City.



FORM TO BE INCLUDED WITH ALL CONTRACTS/AGREEMENTS, OR PURCHASES OVER \$30,000

Name of project:	
Name and address of vendor:	
Vendor number:	If the vendor doesn't have a number, obtain a W-9 and give to accounts payable, who will assign a vendor number.

CHOOSE ONE OF THESE 8 OPTIONS:

1. Contract was awarded with no bids and is under \$5,000
2. Contract was awarded with no bids and is through a state contract or sole source – attach verification (include state contract no.)
3. Contract was awarded due to an emergency (attach description of emergency)
4. Contract or purchase was awarded after 3 phone/internet quotes (attach quotes and include dates)
Contract or purchase is \$5,000 - \$9,999
5. Contract or purchase was awarded after 3 written quotes (attach quotes and include dates) and is over \$10,000
6. Contract or purchase was awarded after competitive sealed bids (attach bids and include dates) and is \$50,000 or more
7. Contract was awarded after requests for proposals (RFP) (attach bids and include dates)
8. Contract was awarded with this exception:

Also attach:

- Copy of current business license
- Certificate of Liability Insurance
- Workers Compensation Certificate
- Utah Retirement Systems Post-Employment/Post-Retirement Restrictions Act Certification & Release
- Verification of licensure with the State of Utah, (obtain at:
<https://secure.utah.gov//llv/search/index/html> or <https://secure.utah.gov/bes>)

Contract is effective from _____ to _____.			
Date the contract was approved by Council and Resolution number:			
If this contract is for goods or product, what other ongoing expenses will it include, or how will it affect future budgets?			
Notes:			
_____	_____	_____	_____
City Recorder	Date	Department Head	Date

ATTACHMENT "B"



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and [NAME] of [ADDRESS], a(n) [individual/company type], (hereinafter "Contractor") enter into this Agreement on the _____ day of _____, 20__ (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:

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 \$ _____ for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a (Total Cost Contract.) The contract Rate 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 [DATE].
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. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 et seq.

8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

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

TOOELE CITY CORPORATION

CONTRACTOR

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

(Revised 05/24/2017)

ATTACHMENT "C"



**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

ATTACHMENT "E"

**SAMPLE OF
INVITATION TO BID
(NOT SEALED)**

Tooele City
90 North Main
Tooele, Utah 84074

Notice is hereby given that Tooele City Corporation Parks and Recreation Department (OWNER) will accept bids for (list service such as: lawn manicure services, to include mowing and edging, for Smelter Park (800 E. Smelter Road) and Settler's Park (44 W. 500 S.)).

Bids will be received by OWNER located at 90 N. Main St., Tooele, Utah 84074 until (time and dated, such as: 5:00 p.m. on Friday, March 11, 2016).

All communication relative to this project shall be directed to the Parks and Recreation Maintenance Supervisor, 435-843-2143.

Tooele City reserves the right to reject any and/or all bids presented; or to accept or reject the whole or any part of any bid; to award schedules separately or together to contractors, or to waive any informality or technicality in any bid in the best interest of the City. Only bids giving a firm quotation properly signed will be accepted.

ATTACHMENT "F"

BID AMOUNT SUMMARY

No bids or quotes required	Less than \$5,000 Sole source State contract Emergency Purchase is to repair and maintain equipment owned by the City which may be more economically and efficiently added to, repaired, or maintained, in the judgment of the Purchasing Agent or department head, by a particular person or firm. Exchange of goods between the city and another entity whereby the cost would be below the market cost from vendors.
3 phone/internet-type quotes	\$5,000 – \$9,999
3 written quotes & Council approval if over \$30,000	\$10,000+ (includes vehicles and equipment)
Competitive sealed bids, Council approval And public advertising required	\$50,000+, OR public works projects, Class C Road projects, Building Improvements, Or at department head's request.

ATTACHMENT "G"



DISCLOSURE STATEMENT

Under the provisions of the Utah Municipal Officers' and Employee's Ethics Act (U.C.A. §10 – 3 – 1301 et seq.), I, the undersigned, under penalty of perjury, make the following statement regarding my private business interests:

City Employee Employee Position Employee Home Phone #

Employee Home Address

Name of Outside Institution, Entity, Private Business, or Person Involved

Description of City Employee's Status, Employment, Investment, or Interest in the Outside Institution, Entity, Private Business or Person

Describe below the nature of the assistance you are providing to the institution, entity, private business, or person named above, or describe the nature of the economic interest or employment you hold in the private business. Also describe the relationship with or transaction between the institution, entity, business, or person and Tooele City Corporation. Use more sheets if necessary. (This disclosure will not be accepted as valid unless this section is completed).

[Large empty rectangular box for providing details, overlaid with a large 'DRAFT' watermark.]

City Employee Signature

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a Notary Public, appeared _____, who did affirm to me that he/she did execute the foregoing instrument this _____ day of _____, 20 _____.

Notary Public

Record Classification: **Public**

TOOELE CITY CORPORATION

ORDINANCE 2022-28

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTERS 1-5, 1-6, 1-14, 1-22 REGARDING AUTHORITY TO APPROVE CLAIMS.

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, the Tooele City Charter identifies a clear separation of powers between the legislative branch (City Council) and executive branch (Mayor) of government, each exercising their respective powers exclusively (see Charter Section 2-01); and,

WHEREAS, a quintessential legislative power is to approve the city budget, while quintessential executive powers include preparing the proposed budget and implementing the approved budget, including spending within the budget for goods and services; and,

WHEREAS, historically, the Tooele City Code has contained a restriction on the amount of money the Mayor is authorize to spend on goods and services without obtaining City Council consent for the expenditure (or claim), as contained in Chapters 1-5 (City Council), 1-6 (Mayor), 1-14 (Director of Finance), and 1-22 (Financial Administration); and,

WHEREAS, the Mayor's current spending limitation per claim is \$20,000, increased in 2012 from \$8,000; and,

WHEREAS, the local and regional economies have experienced significant inflationary pressures since 2012, causing steep rises in the prices of goods and services, such that \$20,000 has much less purchasing power in 2022 than in 2012; and,

WHEREAS, limiting the Mayor's expenditure authority to \$20,000 now poses a significant administrative burden, including routine and small city projects that are unnecessarily delayed, and increased administrative procedures, e.g., drafting and presentation of resolutions, and presentation of invoices; and,

WHEREAS, the City Administration proposes to increase the Mayor's spending authority to \$30,000 as a small accommodation to administrative spending in light of inflation over the last decade and in light of the executive nature of operating within the budget; and,

WHEREAS, the City Council, in acknowledging the Mayor's executive spending authority, agrees that a spending limitation of \$20,000 is unnecessarily restrictive on the City Administration, and supports an increase in the spending limitation to \$30,000 to allow greater administrative efficiencies; and,

WHEREAS, the City Administration recommends that the City's procurement policies mirror the amendment proposed by this Ordinance:

NOW, THEREFORE, BE IT ORDAINED BY TOOELE CITY that Tooele City Code Chapters 1-5, 1-6, 1-14, and 1-22 are hereby amended to increase from \$20,000 to \$30,000 the threshold requirement for the Executive to seek spending authority from the Legislative for claims and expenditures from the approved fiscal year budget.

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)

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

STAFF REPORT

July 19, 2022

To: Tooele City Planning Commission
Business Date: July 27, 2022

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Lexington at Overlake Subdivision Amendment #2 – Subdivision Plat Amendment Request

Application No.: P22-238
Applicant: Adam Sapers, representing Lex Apartments, LLC
Project Location: Approximately 1202 North Franks Drive
Zoning: MR-16 Multi-Family Residential Zone
Acreage: 10.66 Acres (464,507 ft²)
Request: Request for approval of a Subdivision Plat Amendment in the MR-16 Multi-Family Residential zone that will amend lot 102 of the existing Lexington at Overlake Subdivision Plat.

BACKGROUND

This application is a request for approval of a Subdivision Plat Amendment for approximately 10.66 acres located at approximately 1202 North Franks Drive. The property is currently zoned MR-16 Multi-Family Residential. The applicant is requesting a Subdivision Plat Amendment to amend the existing lot 102 of the Lexington at Overlake Subdivision, thus dividing lot 102 into two lots

ANALYSIS

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

Subdivision Layout. The subdivision plat amendment proposes to divide lot 102 of the existing Lexington at Overlake Subdivision Plat into two lots, lot 1 and lot 2, for the purposes of ownership and project delineation. Lot 1 will maintain 3.26 acres and lot 2 will maintain 7.40 acres. Both lots have ample public street frontage for access and utilities along 1300 North and Carole’s Way (1200 North). Both lots greatly exceed minimum lot requirements for lot size, lot width and lot frontages. There will not be any dedication of public rights-of-way with this subdivision plat amendment.

Criteria For Approval. The procedure for approval or denial of a Subdivision Plat Amendment request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-10 and 11 of the Tooele City Code.

REVIEWS

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

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

Tooele City Fire Department Review. The Tooele City Fire Department has completed their review of the Subdivision Plat Amendment submission and has issued a recommendation for approval for the request.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Subdivision Plat Amendment by Adam Sapers, representing Lex Apartments, LLC, application number P22-238, subject to the following conditions:

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

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Lexington at Overlake Subdivision Amendment #2 Subdivision Plat Amendment request by Adam Sapers, representing Lex Apartments, LLC thus amending lot 102 of the existing Lexington at Overlake Subdivision Plat, application number P22-238, based on the findings and subject to the conditions listed in the Staff Report dated July 19, 2022:”

1. List findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Lexington at Overlake Subdivision Amendment #2 Subdivision Plat Amendment request by Adam Sapers, representing Lex Apartments, LLC thus amending lot 102 of the existing Lexington at Overlake Subdivision Plat, application number P22-238, based on the following findings:”

1. List findings...

EXHIBIT A

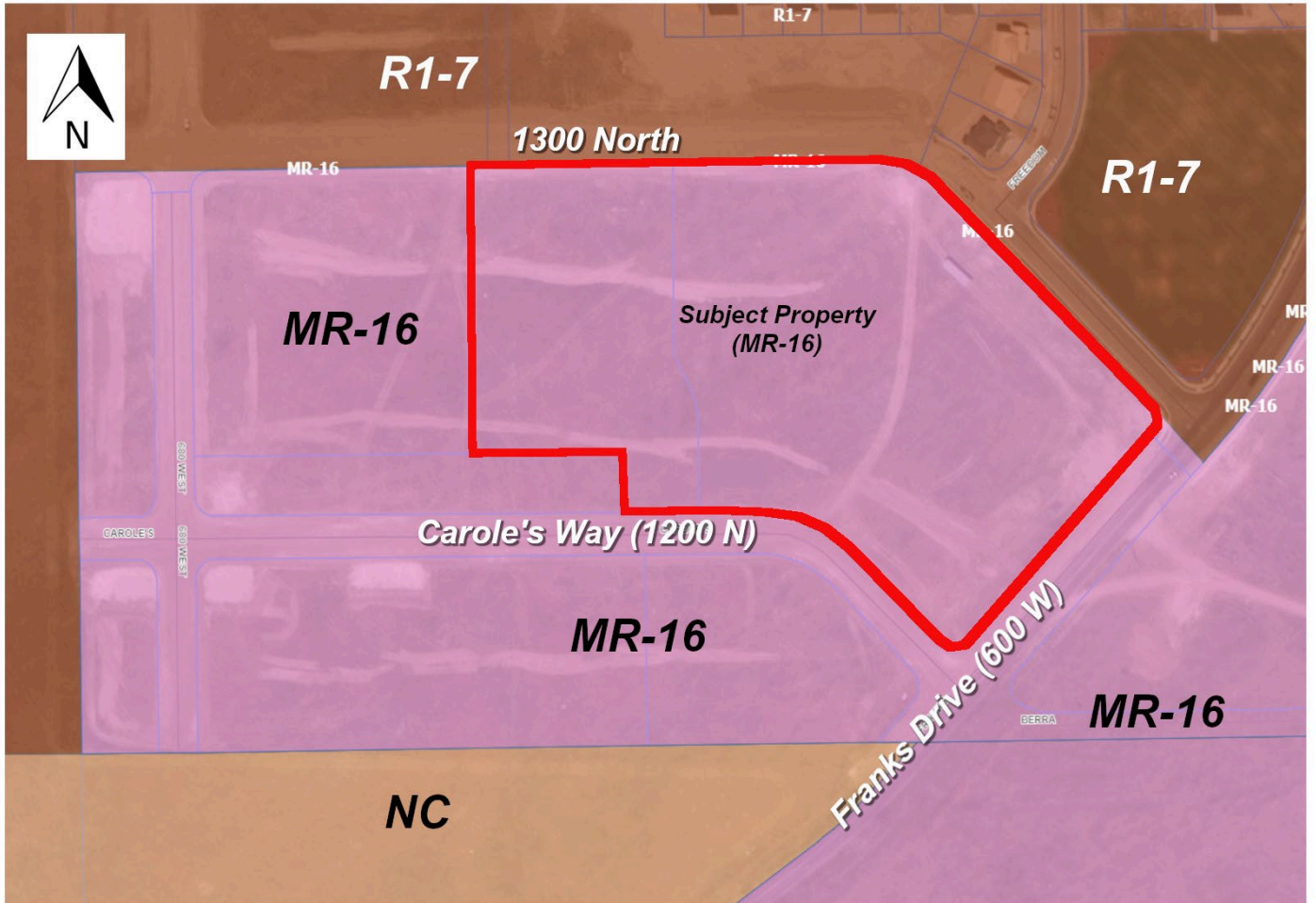
**MAPPING PERTINENT TO THE LEXINGTON AT OVERLAKE SUBDIVISION
AMENDMENT #2 SUBDIVISION PLAT AMENDMENT**

Lexington at Overlake Subdivision Plat Amendment #2



Aerial View

Lexington at Overlake Subdivision Plat Amendment #2



Current Zoning

EXHIBIT B

**PROPOSED DEVELOPMENT PLANS AND
APPLICANT SUBMITTED INFORMATION**

3/3/22 informed applicant about water & sewer modeling fees.

Subdivision – Plat Amendment Application

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



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

Project Information 22-238					
Date of Submission:	Submittal #: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	Zone:	Acres: 10.66	Parcel #(s): 21-637-0-0102	
Project Name: Lexington at Overlake Subdivision Amendment 2					
Project Address: 1202 N. FRANKS DR					
Project Description: Amending lot 102			Phases:		Lots: 2
Property Owner(s): Lex Apartments, LLC			Applicant(s): Lex Apartments, LLC		
Address: 8371 S. State St #202			Address: 8371 S. State St #202		
City: Sandy	State: UT	Zip: 84070	City: Sandy	State: UT	Zip: 84070
Phone: 857 234 6875	Email: adam@zenithpartners.org		Phone: 857 234 6875	Email: adam@zenithpartners.org	
Contact Person: Adam Sapers			Address: 8371 S. State St #202		
Phone: 857-234-6875			City: Sandy	State: UT	Zip: 84070
Cellular:	Fax:	Email: adam@zenithpartners.org			
Engineer & Company: Ensign Engineering			Surveyor & Company: Ensign		
Address: 169 N. Main St			Address: 169 N Main St		
City: Tooele	State: UT	Zip: 84074	City: Tooele	State: UT	Zip: 84074
Phone: 435-843-3590	Email: dkinsman@ensignutah.com		Phone: 435-843-3590	Email: dkinsman@ensignutah.com	

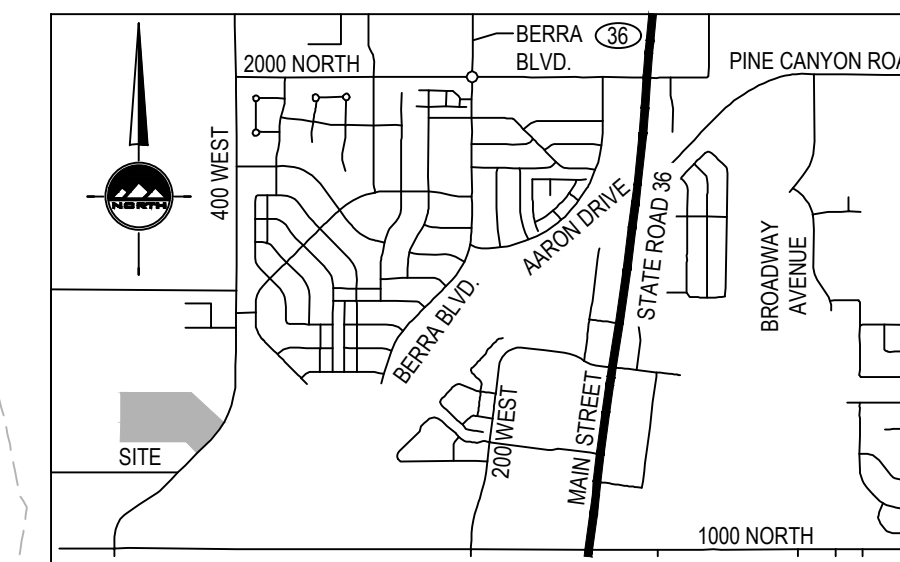
*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This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

For Office Use Only					
Land Use Review:	Date:	Water Superintendent Review:	Date:	City Engineer Review:	Date:
Planning Review:	Date:	Reclamation Superintendent Review:	Date:	Director Review:	Date:
Fire Flow Test					
Location:		Residual Pressure:	Flow (gpm):	Min. Required Flow (gpm):	
Performed By:		Date Performed:	Corrections Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Comments Returned: Date: <input type="checkbox"/> Yes <input type="checkbox"/> No	

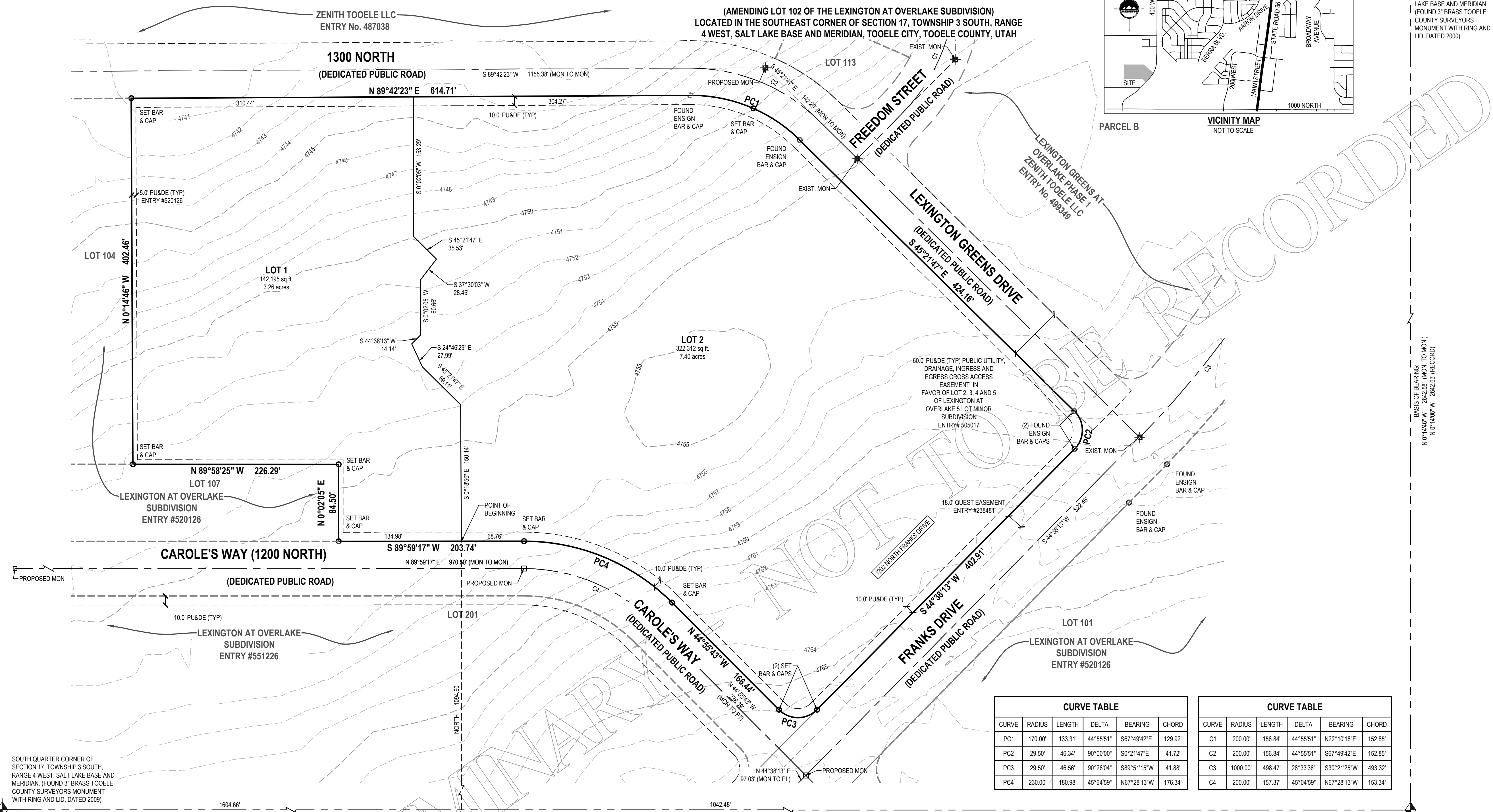
LEXINGTON AT OVERLAKE SUBDIVISION AMENDMENT 2

PRELIMINARY PLAT

(AMENDING LOT 102 OF THE LEXINGTON AT OVERLAKE SUBDIVISION)
 LOCATED IN THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH



EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. (FOUND 3" BRASS TOOELE COUNTY SURVEYORS MONUMENT WITH RING AND LID, DATED 2000)

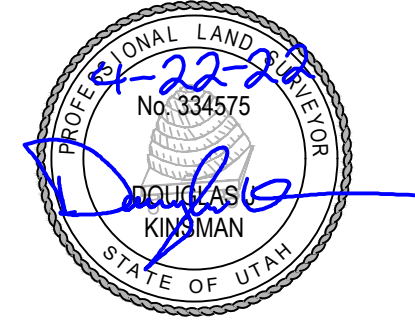


SURVEYOR'S CERTIFICATE
 I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 334575 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements and have subdivided said tract of land into units, parcels, and a private street, together with easements, hereafter to be known as LEXINGTON AT OVERLAKE SUBDIVISION AMENDMENT 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 Southeast Quarter of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and in Tooele City, Tooele County, Utah, more particularly described as follows:

All of Lot 102, Lexington at Overlake Subdivision, as recorded in the Tooele County Recorder's Office as Entry #520126, more particularly described as follows:
 Beginning at a point on the North line of Carole's Way recorded in the Tooele County Recorder's Office as Entry #520126, which is located South 89°42'43" West 1042.48 feet along the Section line and North 1094.60 feet from the found Southeast Corner of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:
 thence South 89°59'17" West 117.00 feet along the North line of Carole's Way (1200 North);
 thence North 0°02'05" East 84.50 feet;
 thence North 89°58'25" West 226.29 feet;
 thence North 0°14'46" West 402.46 feet to the South line of Lexington Greens Drive (1300 North);
 thence North 89°42'23" East 614.71 feet along said South line to a point of curvature;
 thence Southwesterly 133.31 feet along the arc of a 170.00 foot radius tangent curve to the right (center bears South 0°17'31" East and the long chord bears South 87°42'42" East 129.92 feet through a central angle of 44°55'51") along said Southwesterly line;
 thence South 45°21'47" East 424.16 feet along said Southwesterly line to a point of curvature;
 thence Southwesterly 46.34 feet along the arc of a 29.50 foot radius tangent curve to the right (center bears South 44°38'13" West and the long chord bears South 0°21'47" East 41.72 feet through a central angle of 90°26'04") to the Northwesterly line of Franks Drive;
 thence South 44°38'13" West 402.91 feet along said Northwesterly line to a point of curvature;
 thence Southwesterly 46.56 feet along the arc of a 29.50 foot radius tangent curve to the right (center bears North 45°21'47" West and the long chord bears South 89°51'15" West 41.88 feet through a central angle of 90°26'04") to the Northwesterly line of Carole's Way (1200 North);
 thence North 44°55'12" West 168.44 feet along said Northwesterly line this call and the following two calls:
 thence Northwesterly 180.98 feet along the arc of a 230.00 foot radius tangent curve to the left (center bears South 45°04'17" West and the long chord bears North 67°28'13" West 176.34 feet through a central angle of 45°04'59");
 thence South 89°59'17" West 86.74 feet, to the Point of Beginning.

Contains 464.507 square feet or 10.66 acres, 2 Lots.
 APRIL 22, 2022
 Douglas J. Kinsman
 License No. 334575



- NOTES**
- NO DRIVEWAYS SHALL BE CONSTRUCTED SO AS TO SLOPE TOWARD ANY STRUCTURES.
 - UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS, LIMITED COMMON AREAS AND COMMON AREAS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.
 - SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV." AT ALL PROPERTY CORNERS.

CURVE TABLE						CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	170.00'	133.31'	44°55'51"	S67°49'42"E	129.92'	C1	200.00'	156.84'	44°55'51"	N22°10'18"E	152.85'
PC2	29.50'	46.34'	90°00'00"	S0°21'47"E	41.72'	C2	200.00'	156.84'	44°55'51"	S67°49'42"E	152.85'
PC3	29.50'	46.56'	90°26'04"	S89°51'15"W	41.88'	C3	1000.00'	498.47'	28°33'36"	S30°21'25"W	493.32'
PC4	230.00'	180.98'	45°04'59"	N67°28'13"W	176.34'	C4	200.00'	157.37'	45°04'59"	N67°28'13"W	153.34'

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-603(4)(C)(III) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 (1) A RECORDED EASEMENT OR RIGHT-OF-WAY
 (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 (3) TITLE 54, CHAPTER 3A, 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 ABRIGATION 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 1-800-366-6522.

APPROVED THIS _____ DAY OF _____, 20____
 DOMINION ENERGY
 BY _____
 TITLE _____

LEGEND

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT TO BE SET
- SECTION CORNER
- 5/8" x 24" REBAR W/ YELLOW PLASTIC CAP "ENSGN ENG. & LAND SURV." TO BE PLACED AT ALL LOT & BOUNDARY CORNERS
- P.U.E. PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- ADJACENT RIGHT OF WAY LINE
- TANGENT LINE

DEVELOPER
 ZENITH DEVELOPMENT LLC
 2040 MURRAY HOLLADAY ROAD, SUITE 204
 SALT LAKE CITY, UTAH 84117
 CHARLES AKERLOW
 801-913-5959

HORIZONTAL GRAPHIC SCALE
 0 30 60 120
 (IN FEET)
 HORIZ. 1 inch = 60 ft.

HEALTH DEPARTMENT

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

TOOELE COUNTY HEALTH DEPARTMENT

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

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

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

PLANNING COMMISSION

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

ATTEST:

TOOELE COUNTY HEALTH DEPARTMENT

TOOELE COUNTY HEALTH DEPARTMENT

LEXINGTON AT OVERLAKE SUBDIVISION AMENDMENT 2 PRELIMINARY PLAT

(AMENDING LOT 102 OF THE LEXINGTON AT OVERLAKE SUBDIVISION)
 LOCATED IN THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

ENSGN

TOOELE: 169 North Main Street Unit 1, Tooele, Utah 84074, Phone: 435.843.3590, Fax: 435.578.0108
 SALT LAKE CITY: 400 East 2000 South, Cedar City, Utah 84704, Phone: 435.865.1453, Fax: 435.866.2983

WWW.ENSGN.COM

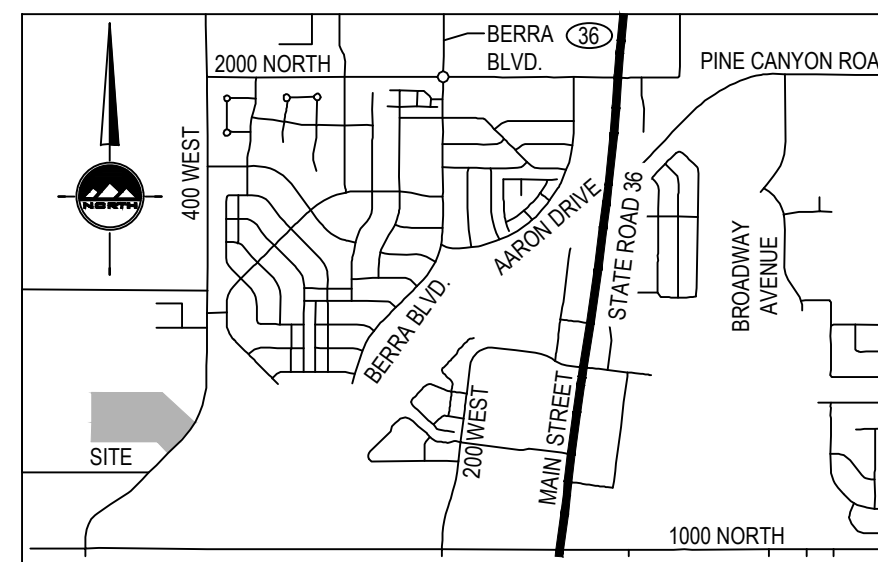
SHEET 1 OF 1

PROJECT NUMBER: 82608
 MANAGER: D. KINSMAN
 DRAWN BY: T. HUSSEY
 CHECKED BY: C. CARPENTER
 DATE: 4/22/22

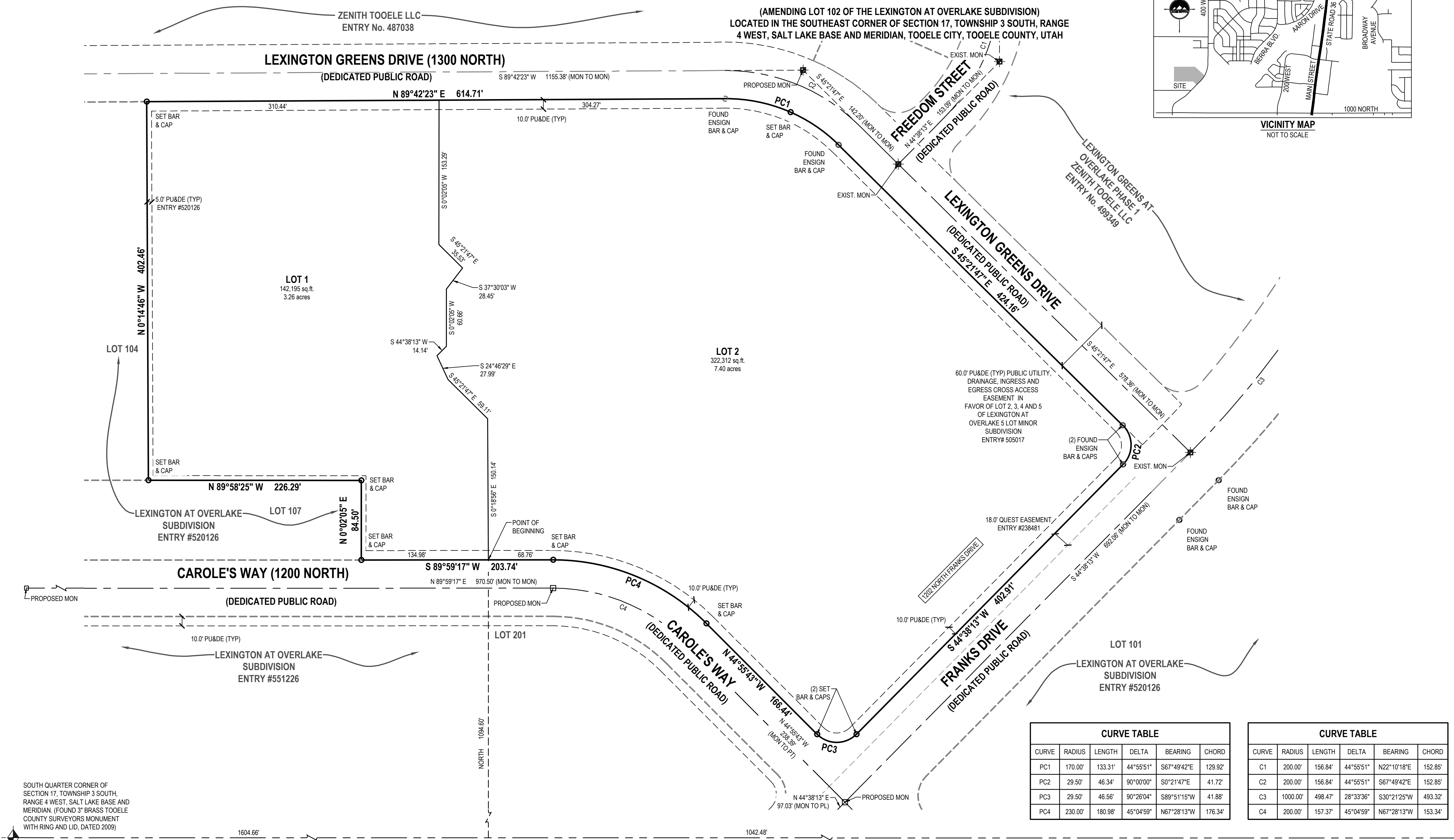
LEXINGTON AT OVERLAKE SUBDIVISION AMENDMENT 2

FINAL PLAT

(AMENDING LOT 102 OF THE LEXINGTON AT OVERLAKE SUBDIVISION) LOCATED IN THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH



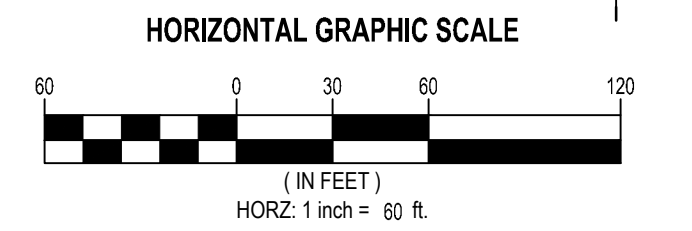
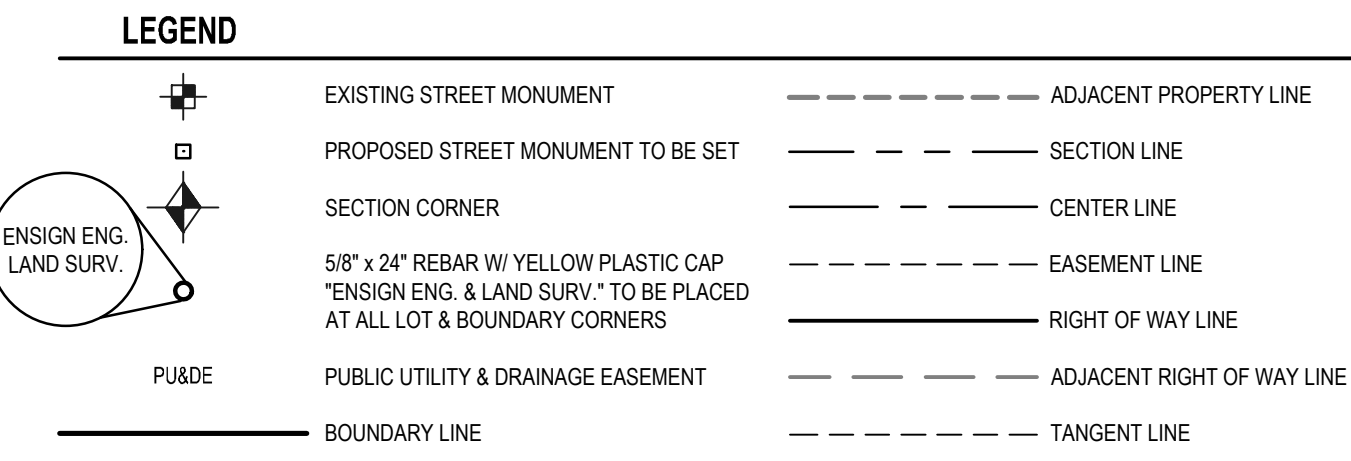
EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, (FOUND 3" BRASS TOOELE COUNTY SURVEYORS MONUMENT WITH RING AND LID, DATED 2000)



Two CURVE TABLES with columns for CURVE, RADIUS, LENGTH, DELTA, BEARING, and CHORD. Table 1 includes curves PC1, PC2, PC3, and PC4. Table 2 includes curves C1, C2, C3, and C4.

NOTE: 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP STAMPED 'ENSIGN ENG. & LAND SURV.' TO BE PLACED AT ALL LOT AND BOUNDARY CORNERS

THIS PLAT IS SOLELY FOR THE PURPOSE OF ESTABLISHING PROPERTY LINES FOR OWNERSHIP. THIS PLAT DOES NOT ENTITLE ANY DEVELOPMENT OR CONSTRUCTION...



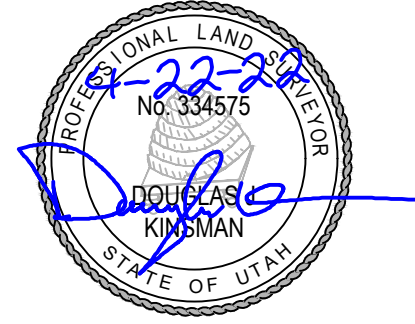
COUNTY HEALTH DEPARTMENT APPROVAL form with fields for APPROVED THIS DAY OF and BY THE TOOELE COUNTY HEALTH DEPARTMENT.

SURVEYOR'S CERTIFICATE: Douglas J Kinsman do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 334575...

BOUNDARY DESCRIPTION: A parcel of land, situate in the Southeast Quarter of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, in Tooele County, Utah...

Beginning at a point on the North line of Carol's Way recorded in the Tooele County Recorder's Office as Entry #520126, which is located South 89°42'43" West 1060.46 feet along the Section line and North 1094.69 feet from the found Southeast Corner of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

APRIL 22, 2022



OWNER'S DEDICATION AND CONSENT TO RECORD: Known all men by these present that the undersigned are the owner(s) of the hereon described tract of land and hereby cause the same to be divided into lots and streets...

LEXINGTON AT OVERLAKE SUBDIVISION AMENDMENT 2 (AMENDING LOT 102 OF THE LEXINGTON AT OVERLAKE SUBDIVISION)

The undersigned owner(s) hereby dedicate for perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to Tooele City and to any and all public utility companies a perpetual, nonexclusive easement over the public utility and drainage easements shown on this plat...

In witness whereof I/we have hereunto set my/our hand this day of A.D. 20

By: Zenith Tooele LLC Charles W. Akerlow (Managing Director) By:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH County of Tooele

On the day of A.D. 20 personally appeared before me, the undersigned Notary Public, in and for said County of Utah, who after being duly sworn, acknowledged to me that He/She is the of a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

Notary's Full Name & Commission Number

My Commission Expires A Notary Public Commissioned in Utah

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH County of Tooele

On the day of A.D. 20 personally appeared before me, the undersigned Notary Public, in and for said County of Utah, who after being duly sworn, acknowledged to me that He/She is the of a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

Notary's Full Name & Commission Number

My Commission Expires A Notary Public Commissioned in Utah

LEXINGTON AT OVERLAKE SUBDIVISION AMENDMENT 2 FINAL PLAT (AMENDING LOT 102 OF THE LEXINGTON AT OVERLAKE SUBDIVISION)

LOCATED IN THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER

RECORDED # STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF:

DATE: TIME:

FEES TOOELE COUNTY RECORDER

ROCKY MOUNTAIN POWER COMPANY approval form with fields for APPROVED THIS DAY OF and BY.

DOMINION ENERGY approval form with fields for APPROVED THIS DAY OF and BY.

COMMUNITY DEVELOPMENT APPROVAL and CITY COUNCIL APPROVAL forms with fields for APPROVED THIS DAY OF and BY.

DEVELOPER ZENITH DEVELOPMENT LLC 2040 MURRAY HOLLADAY ROAD, SUITE 204 SLC, UTAH 84117 801-913-5959

SHEET 1 OF 1 PROJECT NUMBER: 82608 MANAGER: D. KINSMAN DRAWN BY: T. HUSSEY CHECKED BY: C. CARPENTER DATE: 4/22/2022

TOOELE COUNTY TREASURER APPROVAL form with fields for APPROVED AS TO FORM THIS DAY OF and BY.

CITY ATTORNEY'S APPROVAL form with fields for APPROVED AS TO FORM THIS DAY OF and BY.

CITY ENGINEER'S APPROVAL form with fields for APPROVED AS TO FORM THIS DAY OF and BY.

TOOELE COUNTY SURVEY DEPARTMENT APPROVAL form with fields for APPROVED THIS DAY OF and BY.

PLANNING COMMISSION APPROVAL form with fields for APPROVED THIS DAY OF and BY.

TOOELE COUNTY RECORDER approval form with fields for DATE, TIME, FEES, and TOOELE COUNTY RECORDER.

STAFF REPORT

July 21, 2022

To: Tooele City Planning Commission
Business Date: July 27, 2022

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Sunset Villas – Preliminay Subdivision Plan Request

Application No.: P20-520
Applicant: Russ Tolbert, representing Hallmark Homes
Project Location: 2000 North Berra Boulevard NW
Zoning: MR-8 Multi-Family Residential Zone
Acreage: 4.61 Acres (Approximately 200,811 ft²)
Request: Request for approval of a Preliminay Subdivision Plan in the MR-8 Multi-Family Residential zone regarding the creation of 36 town house style lots, limited common areas and common areas.

BACKGROUND

This application is a request for approval of a Preliminay Subdivision Plan for approximately 4.61 acres located at the north west corner of 2000 North Berra Boulevard. The property is currently zoned MR-8 Multi-Family Residential. The applicant is requesting that a Preliminay Subdivision Plan be approved to allow for the development of the currently vacant site as town homes. The Preliminary Subdivision Plan will facilitate the creation of 36 town house lots, associated limited common areas such as driveways, and common areas such as storm water detention basins, parking areas, common open space areas and interior roads.

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. Properties to the north and east are zoned R1-8 Residential and are utilized as single-family residential and an elementary school. Properties to the east are zoned GC General Commercial and will ultimately be the Deseret Peak High School. Properties to the south are zoned P Overlake and are utilized as single-family residential and neighborhood commercial. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Site Plan Layout. This application is not a site plan design review and should not be reviewed as such. However, a site plan has been included for the Commissioners’ reference and how the site plan reflects the preliminary subdivision plan and vice versa. Site plan details will be addressed during the site plan design review once the applicant has submitted for site plan approval.

Subdivision Layout. The subdivision plat is determined by the site plan. The development proposes the

construction of 36 town homes and this application, the preliminary subdivision plan, is the beginning of the process to create the lots that will be privately owned town houses. It should be noted that the MR-8 Multi-Family residential zoning district does not contain any minimum lot size requirements. This is done to facilitate town house developments where there is private ownership and the foot print of the town house unit becomes the lot, which is the case with Sunset Villas. Each lot is the exact foot print of the town house unit that will be constructed on top of it.

The preliminary plan also creates limited common areas, denoted with a hatch pattern. These areas are referred to as “limited common areas” on the plan and are usually the driveways of each unit or private patio spaces behind each unit. These areas are owned by the development but are limited in use to the owners of the adjacent unit.

The areas showing in white lacking any hatch patterns are referred to on the plan as “common areas.” These common areas include storm water detention basins, guest parking areas, common open space for play and activities, and landscaped areas between dwellings, roads, etc. These common areas also include the interior streets for the development.

The preliminary plan proposes two entrances into the development, one will connect to Berra Boulevard at the north east corner and the other will connect to 2000 South at the south west corner of the development. All roads within the development will be private roads and will be owned and maintained by the development HOA itself. All town houses in the development will front onto and access the private interior roads.

Because the Preliminary Subdivision Plan is closely tied to the actual site plan staff has conducted its Preliminary Plan review in conjunction with many of the site plan design reviews to confirm building setbacks, guest parking areas, common open space totals, etc, meet the ordinance requirements to ensure the Preliminary Subdivision Plan does meet the minimum site plan requirements.

Landscaping. Landscaping will be reviewed as part of the site plan design review process.

Parking. Parking will be reviewed as part of the site plan design review process, however, at this time, staff has confirmed their parking totals do meet the ordinance requirements, including guest parking.

Architecture. Building architecture will be reviewed as part of the site plan design review process.

Fencing. Fencing will be reviewed as part of the site plan design review process.

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

REVIEWS

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

1. Site Plan Design review and Final Subdivision Plat review will still need to be completed.

Engineering and Public Works Divisions 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.

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

STAFF RECOMMENDATION

Staff recommends approval of the request for a Preliminary Subdivision Plan by Russ Tolbert, representing Hallmark Homes, application number P20-520, subject to the following conditions:

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

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Sunset Villas Preliminary Subdivision Plan Request by Russ Tolbert, representing Hallmark Homes, application number P20-520, based on the findings and subject to the conditions listed in the Staff Report dated July 21, 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 Sunset Villas Preliminary Subdivision Plan Request by Russ Tolbert, representing Hallmark Homes, application number P20-520, based on the following findings:”

1. List findings...

EXHIBIT A

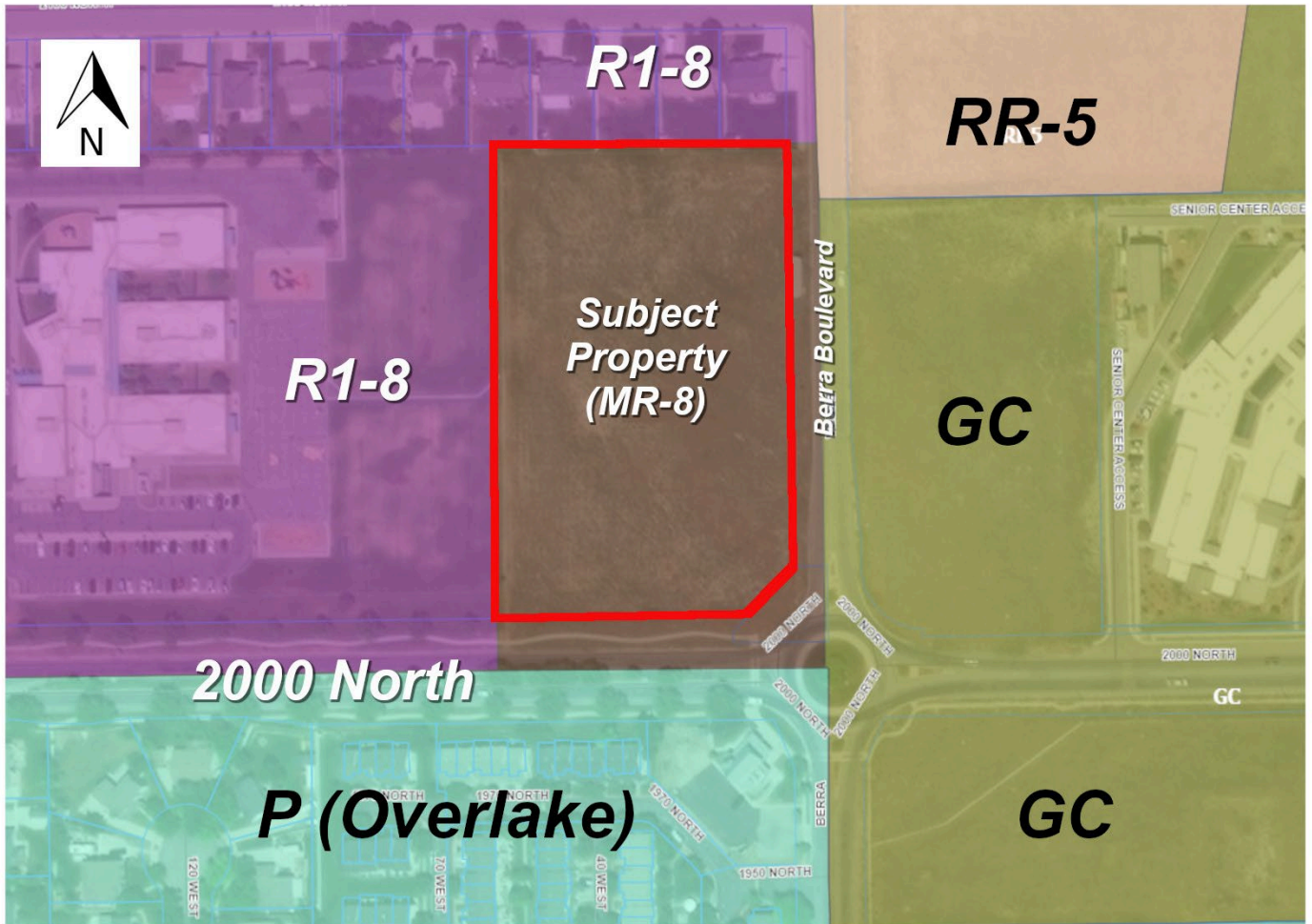
**MAPPING PERTINENT TO THE SUNSET VILLAS PRELIMINARY SUBDIVISION
PLAN**

Sunset Villas Preliminary Subdivision Plan



Aerial View

Sunset Villas Preliminary Subdivision Plan



Current Zoning

EXHIBIT B

**PROPOSED DEVELOPMENT PLANS &
APPLICANT SUBMITTED INFORMATION**

Subdivision - Preliminary Plan Application

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

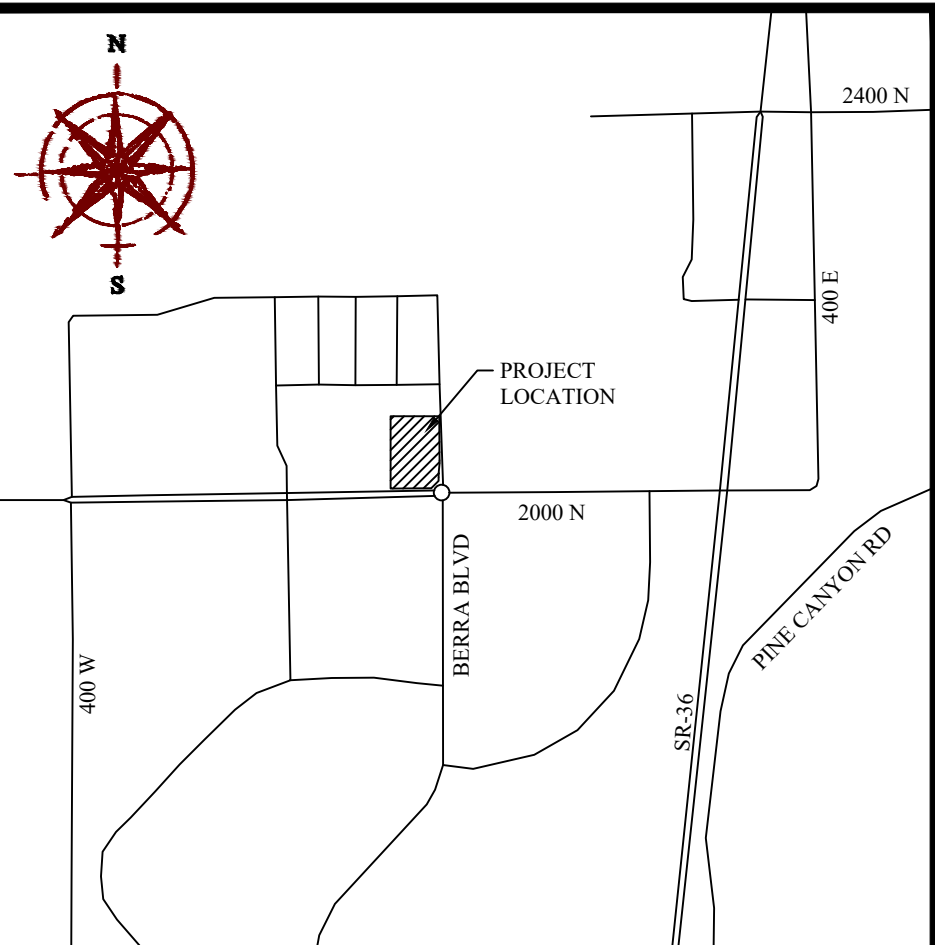


Notice: The applicant must submit copies of the preliminary plans to be reviewed by the City in accordance with the terms of the Tooele City Code. Once a set of preliminary plans are submitted, the plans are subject to compliance reviews by the various city departments and may be returned to the applicant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

Project Information						P20-520	
Date of Submission: 6-19-2020	Submittal #: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	Zone:	Acres: 4.9	Parcel #(s):			
Project Name: Sunset Villages							
Project Address: 2000 N. Berra Blvd							
Project Description: Townhomes				Phases: 1	Lots: 36		
Property Owner(s): Hallmark Homes				Applicant(s): Same			
Address: 2964 W. 4700 S.				Address:			
City: WVC	State: UT	Zip: 84129	City:	State:	Zip:		
Phone: 801-963-1632	Email:		Phone:	Email:			
Contact Person: Russ Tolbert				Address:			
Phone:			City:	State:	Zip:		
Cellular: 801-232-8900	Fax: 801-967-1900	Email: Russ@HallmarkHomesUtah.com					
Engineer & Company: Focus Engineering				Surveyor & Company: Same			
Address: 6949 S. High Tech Dr Suite 200				Address:			
City: Midvale	State: UT	Zip: 84047	City:	State:	Zip:		
Phone: 801-352-0075	Email:		Phone:	Email:			

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

For Office Use Only					
Land Use Review:	Date:	Water Superintendent Review:	Date:	City Engineer Review:	Date:
Planning Review:	Date:	Reclamation Superintendent Review:	Date:	Director Review:	Date:
Fire Flow Test					
Location:		Residual Pressure:	Flow (gpm):	Min. Required Flow (gpm):	
Performed By:		Date Performed:	Corrections Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Comments Returned: Date: <input type="checkbox"/> Yes <input type="checkbox"/> No	

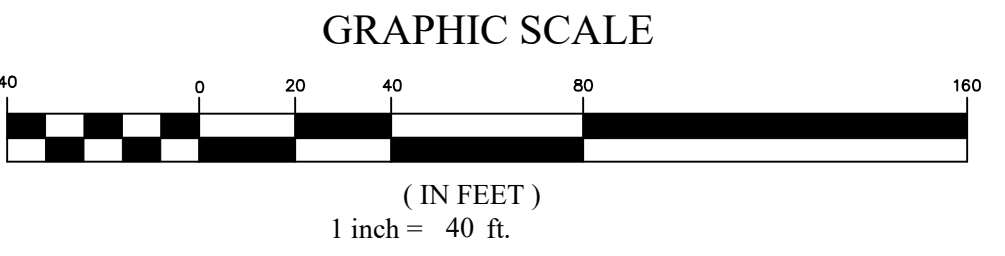


OWNER/DEVELOPER
 HALLMARK HOMES
 2964 WEST 4700 SOUTH SUITE 1
 SALT LAKE CITY, UTAH 84118
 (801) 232-8900
 CONTACT: RUSS TOLBERT



SUNSET VILLAS

PRELIMINARY PLAT - NOT TO BE RECORDED
 LOCATED IN THE SW 1/4 OF SECTION 9, T3S, R4W,
 SALT LAKE BASE & MERIDIAN
 TOOELE CITY, TOOELE COUNTY, UTAH



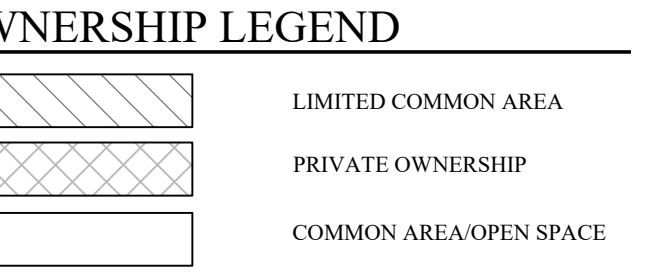
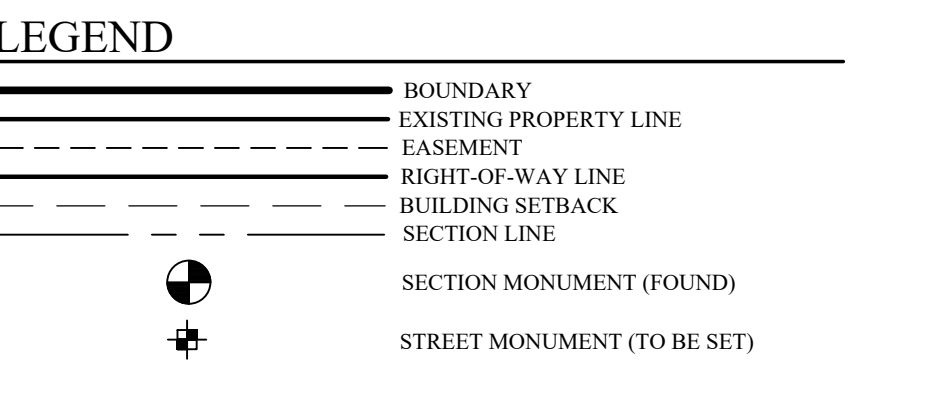
SOUTHEAST CORNER OF
 SECTION 9, T3S, R4W, SLB&M
 2009 TOOELE COUNTY MONUMENT
 3" FLAT BRASS

- NOTES:
1. ALL UNIT LINES ARE PARALLEL OR PERPENDICULAR TO THE BUILDING REFERENCE BEARINGS SHOWN HEREON.
 2. PARCELS A, B, AND C ARE MAINTAINED AND OWNED BY THE HOA
 3. ALL COMMON AREA, LIMITED COMMON AREA AND PRIVATE ROW WILL ALSO SERVE AS PUBLIC UTILITY EASEMENTS.
 4. PRIVATE ROADS ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE HOA

TOOELE COUNTY SCHOOL DISTRICT
 PARCEL: 02-143-0-0102
 ENTRY: 427591

TOOELE COUNTY SCHOOL DISTRICT
 PARCEL: 02-143-0-0106
 ENTRY: 427595

VICINITY MAP
 N.T.S.



Curve	Radius	Delta	Length	Chord Direction	Chord Length
C1	15.00	90°00'00"	23.56	N45°00'00"W	21.21
C2	15.00	90°00'00"	23.56	S45°00'00"W	21.21
C3	15.00	90°00'00"	23.56	N45°00'00"W	21.21
C4	15.00	90°00'00"	23.56	S45°00'00"W	21.21
C5	15.00	90°00'00"	23.56	N45°00'00"E	21.21
C6	15.00	90°00'00"	23.56	S45°00'00"E	21.21
C7	15.00	90°00'00"	23.56	S45°00'00"W	21.21
C8	15.00	16°47'41"	4.40	N81°36'10"W	4.38
C9	15.00	17°34'06"	4.60	N81°12'57"E	4.58

DOMINION ENERGY GAS

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY RIGHT-OF-WAY DEPARTMENT AT 1-800-336-8552.

APPROVED THIS _____ DAY OF _____ A.D. 20____

DOMINION ENERGY GAS COMPANY

BY: _____

TITLE: _____

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER, A DIVISION OF PACIFICORP APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRICAL UTILITIES SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ROCKY MOUNTAIN POWER AT 1-800-469-3981.

APPROVED THIS _____ DAY OF _____ A.D. 20____

ROCKY MOUNTAIN POWER

BY: _____

TITLE: _____

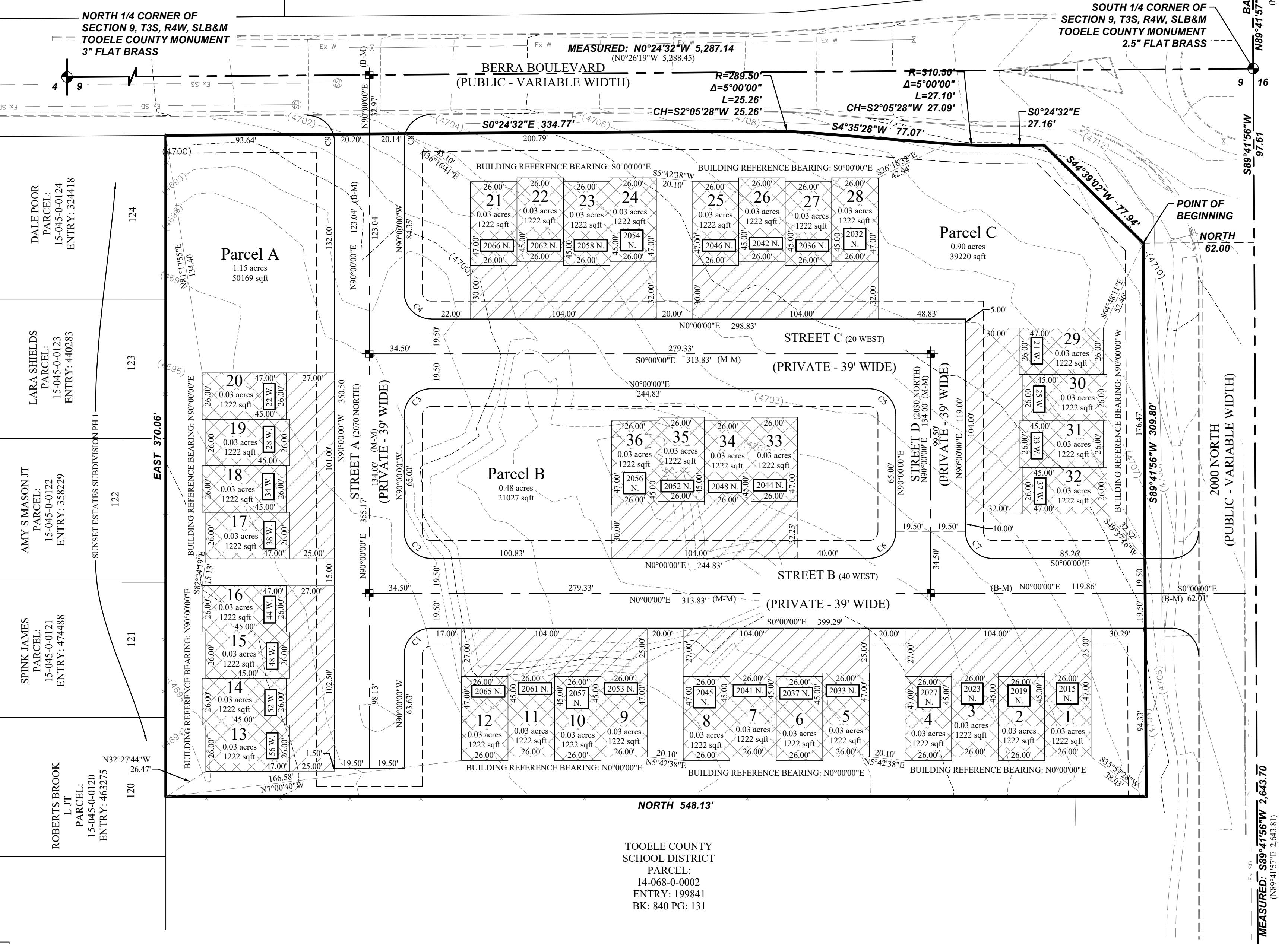
PREPARED BY

ENGINEERING AND SURVEYING, LLC
 6849 S. HIGH TECH DRIVE SUITE 200
 MIDVALE, UTAH 84047 P.E.#80135200675
 www.focusutah.com

COUNTY TREASURER

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY TREASURER. PROPERTY TAXES DUE AND OWING HAVE BEEN PAID IN FULL.

TOOELE COUNTY TREASURER



SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 12554439 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Survey Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as

SUNSET VILLAS

and that the same has, or will be correctly surveyed and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Justin Lundberg
 Professional Land Surveyor
 Certificate No. 12554439

Date: 04/22/22

BOUNDARY DESCRIPTION

A portion of Lot 1, SUNSET VILLAS AMENDED Subdivision and other lands, located in the SW1/4 of Section 9, Township 3 South, Range 4 West, Salt Lake Base & Meridian, Tooele, Utah, more particularly described as follows: Beginning at the southeast corner of Lot 1, SUNSET VILLAS AMENDED Subdivision, according to the Official Plat thereof on file in the Office of the Tooele County Recorder located S89°41'56"W along the Section line 97.61 feet and North 62.00 feet from the South 1/4 Corner of Section 9, T3S, R4W, S.L.B.& M. (Basis of Bearing: N89°41'57"E along the Section line between the South 1/4 Corner and the Southeast Corner of Section 9); then S89°41'56"W along the lot line, 309.80 feet to the southwest corner of said Lot 1; then North along the lot line 548.13 feet to the south line of SUNSET ESTATES SUBDIVISION PHASE I, according to the Official Plat thereof on file in the Office of the Tooele County Recorder; then along said Plat the following 6 (six) courses and distances: East 370.06 feet; then S0°24'32"E 334.77 feet; then along the arc of a 289.50 foot radius curve to the right 25.26 feet through a central angle of 5°00'00" (chord: S2°05'28"W 25.26 feet); then S4°35'28"W 77.07 feet; then along the arc of a 310.50 foot radius curve to the left 27.10 feet through a central angle of 5°00'00" (chord: S2°05'28"W 27.09 feet); then S0°24'32"E 27.16 feet; then S44°39'02"W 77.94 feet to the point of beginning. Contains: 4.61 +/- acres

OWNER'S DEDICATION

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

SUNSET VILLAS

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC AND TO TOOELE CITY ALL STREETS AS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO TOOELE CITY AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____ A.D. 20____

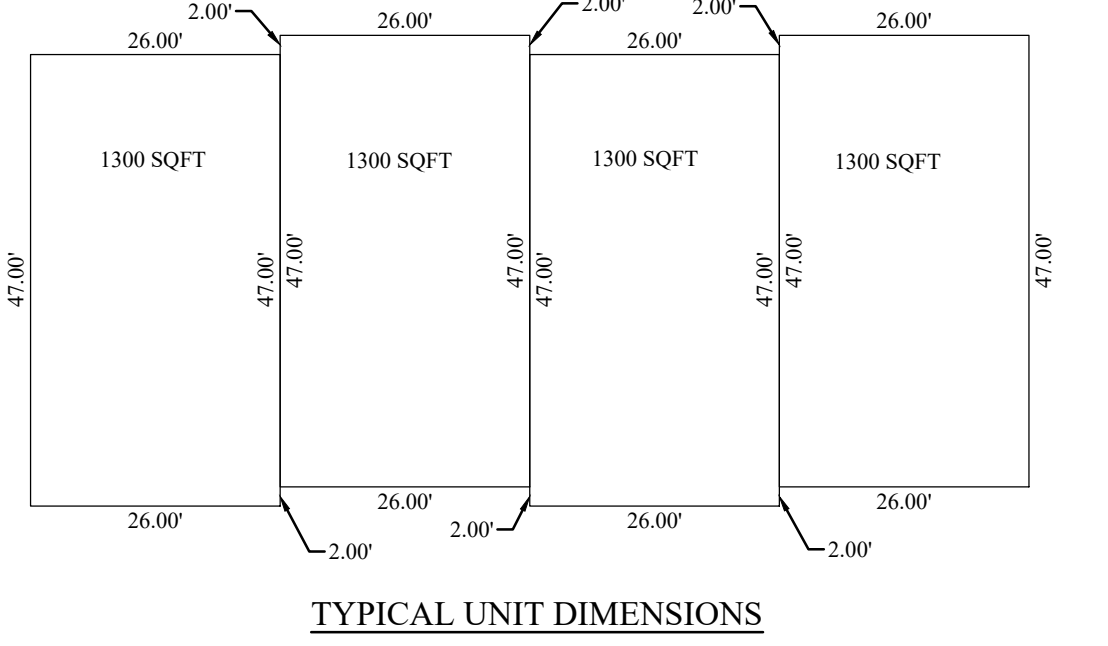
LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
 S.S.
 COUNTY OF _____

ON THE _____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY



COUNTY HEALTH DEPARTMENT

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

TOOELE COUNTY HEALTH DEPARTMENT

POST MASTER

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE POST MASTER.

POST MASTER

SCHOOL DISTRICT

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

TOOELE COUNTY SCHOOL DISTRICT

COMCAST

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

COMCAST

TOOELE COUNTY SURVEY DEPARTMENT	CENTURY LINK	CHIEF OF POLICE	FIRE CHIEF	PARKS DEPARTMENT
APPROVED THIS _____ DAY OF _____ A.D. 20____	APPROVED THIS _____ DAY OF _____ A.D. 20____ BY CENTURY LINK.	APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY CHIEF OF POLICE.	APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY FIRE DEPARTMENT.	APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY PARKS DEPARTMENT.
TOOELE COUNTY SURVEY DEPARTMENT	CENTURY LINK	TOOELE CITY CHIEF OF POLICE	TOOELE CITY FIRE CHIEF	TOOELE CITY PARKS DEPARTMENT
CITY ATTORNEY	CITY ENGINEER	COMMUNITY DEVELOPMENT	COUNTY RECORDER	CITY COUNCIL
APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____	APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____	APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____	REVIEWED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY RECORDER AS TO DESCRIPTION OF RECORD.	APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY COUNCIL.
TOOELE CITY ATTORNEY	TOOELE CITY ENGINEER	TOOELE CITY COMMUNITY DEVELOPMENT	TOOELE COUNTY RECORDER	CHAIRMAN TOOELE CITY COUNCIL

NORTH TOOELE CITY SPECIAL SERVICE DISTRICT

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT.

NORTH TOOELE CITY SPECIAL SERVICE DISTRICT

PLANNING COMMISSION

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

ATTEST: _____

RECORD OF SURVEY

PER STATE STATUTE 17-23-17, A SURVEY THAT INCLUDES THE LANDS SHOWN HEREON HAS BEEN COMPLETED AND FILED IN THE OFFICE OF THE TOOELE COUNTY SURVEYOR AND ASSIGNED FILE No. _____

SUNSET VILLAS PRELIMINARY
TOOELE CITY, UTAH
SITE PLAN

REVISION BLOCK	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

SITE PLAN

Scale: 1"=30' Drawn: MEC
Date: 04/22/22 Job #: 16-338
Sheet: C3

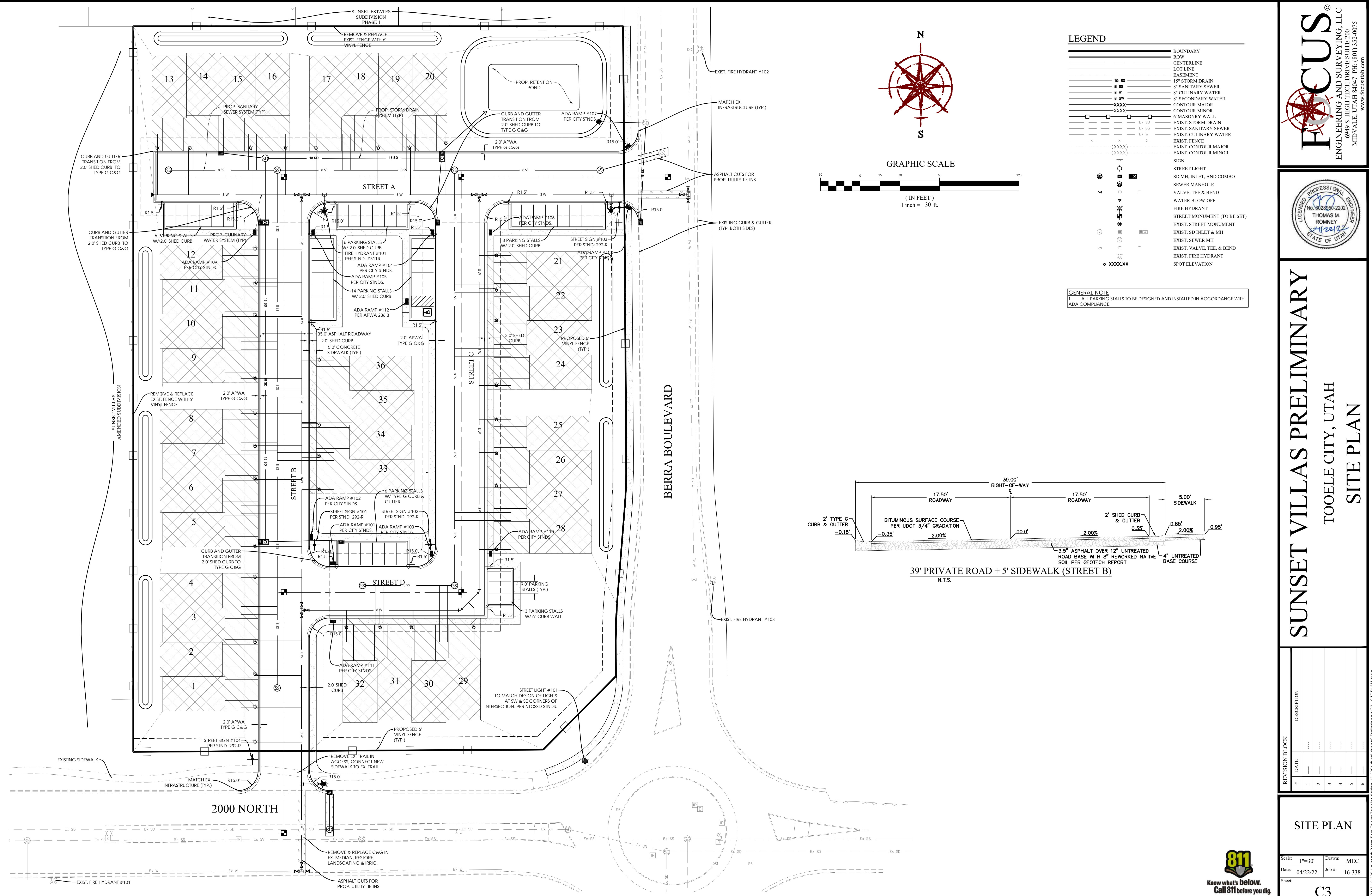
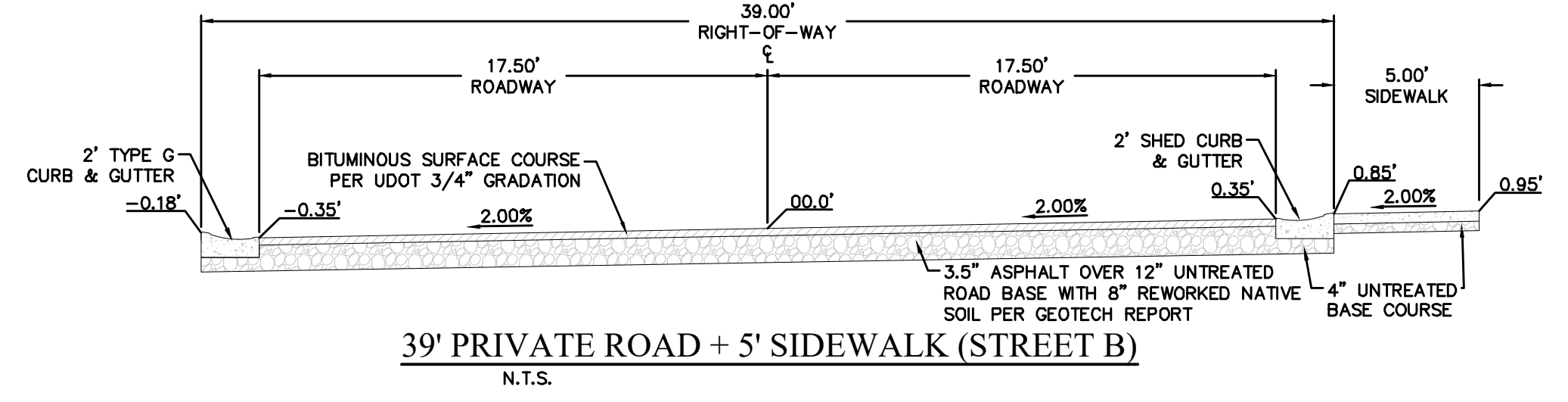


LEGEND

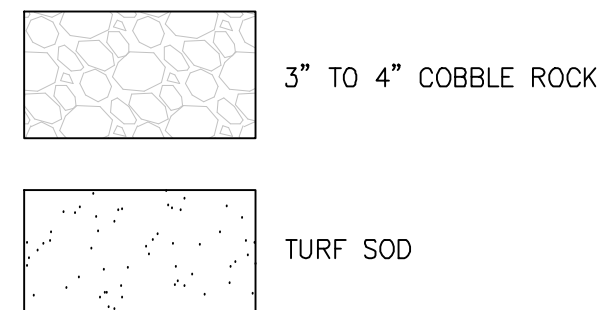
- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- 15 SD 15" STORM DRAIN
- 8 SS 8" SANITARY SEWER
- 8 W 8" CULINARY WATER
- 8 SW 8" SECONDARY WATER
- XXXX CONTOUR MAJOR
- XXXX CONTOUR MINOR
- 6 MASONRY WALL
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- 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

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

GENERAL NOTE
1. ALL PARKING STALLS TO BE DESIGNED AND INSTALLED IN ACCORDANCE WITH ADA COMPLIANCE.

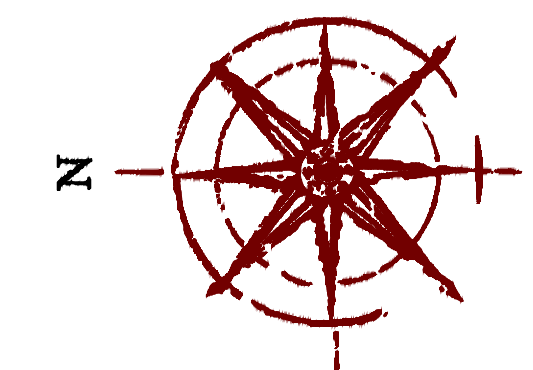
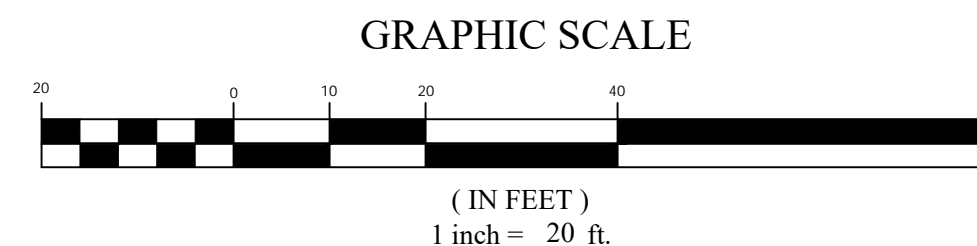


LEGEND

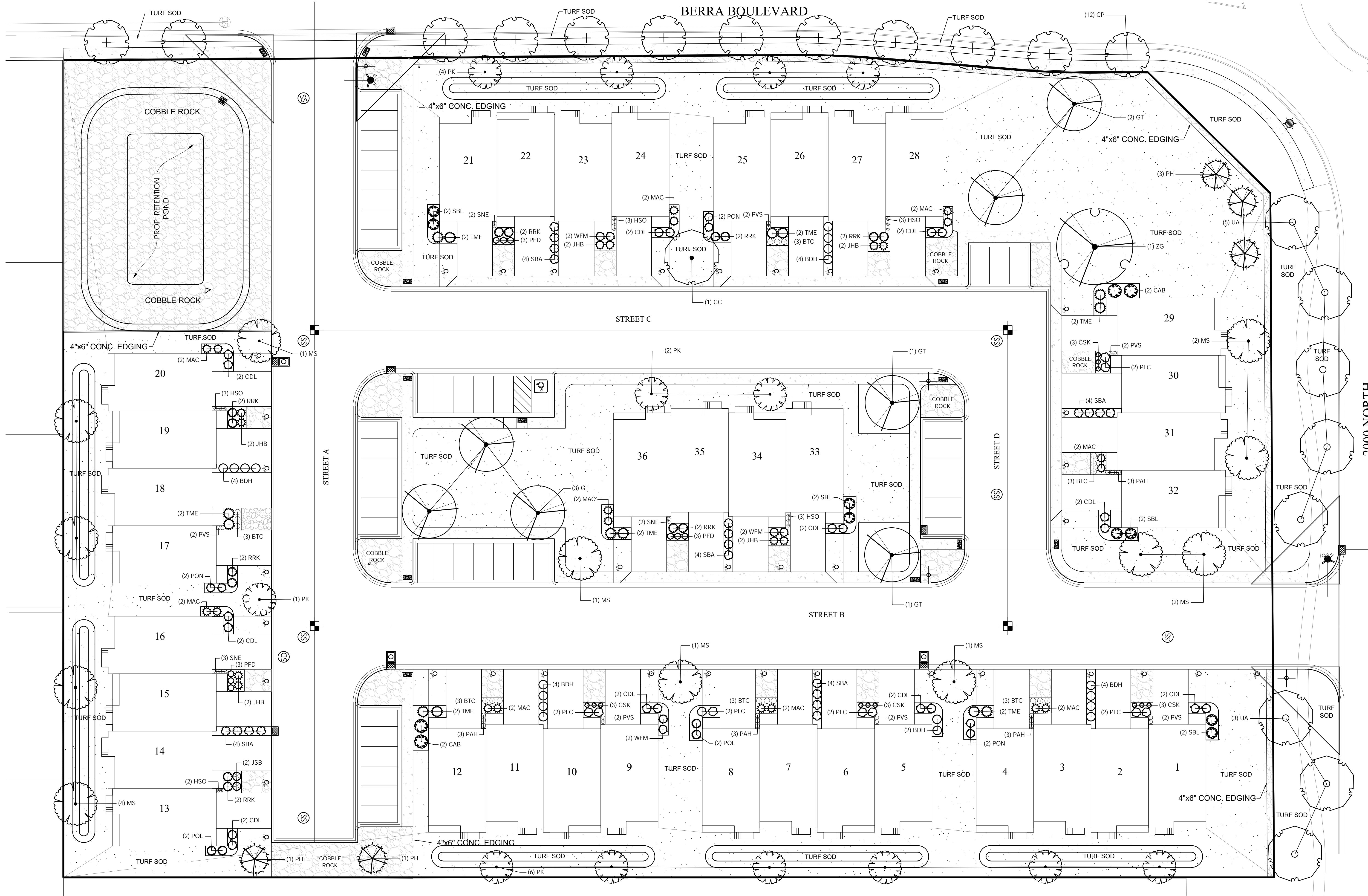


LANDSCAPE TABLE

ITEM	AMOUNT	%
TOTAL LANDSCAPE AREA	72,806 SQ.FT.	100
LAWN (TURF GRASS)	52,468 SQ.FT.	72
SHRUB BEDS	4,683 SQ.FT.	6
ROCK MULCH	15,655 SQ.FT.	22



SUNSET VILLAS PRELIMINARY
TOOELE CITY, UTAH
LANDSCAPE PLAN



REVISION BLOCK	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

LANDSCAPE PLAN

Scale: 1"=20' Drawn: AW
Date: 12/07/2021 Job #: 16-338
Sheet:

Z:\2016\16-338 Hillmark Berra Blvd Towns\locos\design\16-338\dwg\sheds\preliminary\L1 - LANDSCAPE PLAN.dwg

Tooele City Council Work Meeting Minutes

Date: Wednesday, July 20, 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

Tony Graf

David McCall

Planning Commission Members Present:

Chris Sloan

Melanie Hammer

City Employees Present:

Mayor Debbie Winn

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Jami Grandpre, Public Works Director

Michelle Pitt, City Recorder

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

Ed Hansen, Present

Justin Brady, Present

David McCall, Present

Maresa Manzione, Present via phone

Tony Graf, Present

3. Mayor's Report

Mayor Winn shared information on the following:

The Skyline property will be purchased using the funds from the 41-fund, line item land purchase. There is much appreciation to all the firefighters and teams that fought the fire in Stockton. Mr. Stewart, Council Member Manzione, and the Mayor attended the special meeting

of the County Council. She had met with the UDOT team working on the Midvalley highway about their expansion plans.

4. Council Member's Report

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

5. Discussion Items

A. Fiscal Year 2022-2023 Budget

Ms. Wimmer presented additional items regarding the tax increase.

The majority of the Council were in favor of the 20% increase.

The 20% increase will be put in the budget before the public hearing.

B. 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

Mr. Grandpre presented an amendment to the City Code section 8-6-5. It requires separate sewer laterals for structures and allows some exceptions. The wording for the exceptions section has been clarified to make it clear to all parties involved.

The Council asked the following questions:

Can there be issues for shared lines to back up both properties?

How often are they getting requests?

Can an individual change a shared system to individual?

Mr. Grandpre addressed the Council's concerns. There is the potential for backup from both or one to the other. They have seen a few requests in the last six months. The clarification to the wording does allow the department and the City to use their best discretion. If they are renting, they can keep them connected. If they choose to sell, technically they should have their own.

C. Ordinance 2022-27 an Ordinance of Tooele City Adopting an Updated Purchasing Policy and Procedure

Presented by Michelle Pitt, City Recorder

Ms. Pitt presented changes to the Purchasing Policy and Procedures. Currently, contracts and invoices are brought to the Council at \$20,000 or more. The proposed amount to increase is \$30,000 and sealed bids to \$50,000. Other Cities vary from a low of \$5,000 to a high of \$50,000. The changes include the following:

Use of City funds for meals and clothing following employee guidelines and procedures, added section for City vehicles, clarified section for bids and contract, added section for change orders,

ethical conduct and interest were taken from state auditors' recommendation, and added a form/checklist for all department heads regarding bids. If the change does happen, the City Code would have to be changed to match.

The Council asked the following questions:

What is the reason to change it?

Was there a discussion on these changes with the previous Council members?

Mr. Baker addressed the Council. The approval limit has not been raised for a while, which make it difficult for administration to do their jobs. It is a reasonable accommodation because of inflation.

Mr. Cook addressed the Council regarding the bids and the prep work that is involved just to get a bid out.

Ms. Pitt addressed the Council's questions. The sealed bids take more time and are costlier. The City can get things done quicker with the change. A sealed bid is required at \$50,000 but all bids over \$30,000 will still come to Council for approval.

The Council shared their support for this item.

D. 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

Mr. Cook presented a fee adjustment for a surrender fee for the animal shelter. The \$10 fee is for when pet owner needs to rehome or "surrender" the animal. They would like to put the fee on the fee schedule.

Mr. Baker addressed the Council. For years, the City has been undertaking the effort to identify all fees and have them in one place. They are adding it to the fee schedule, so the public is aware. If the City provides a service they need a fee to pay for the efforts.

E. 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

Mr. Cook presented an agreement for the playground at Elton park. It has been discovered that wear and tear and vandalism has made the playground unsafe. Garret and Company is a state contractor that will provide a playground into the current area. The par tax project will pay for the playground in the amount of \$78,928 to replace the playground.

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

There was no closed meeting.

7. Adjourn

Chairman Brady adjourned the meeting at 6:09 p.m.

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

Approved this ____ day of August, 2022

Justin Brady, City Council Chair

Tooele City Council Business Meeting Minutes

Date: Wednesday, July 20, 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

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Jami Grandpre, Public Works Director

Andrew Aagard, City Planner

Jami Carter, Library Director

Lonnie Collings, Police Captain

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

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 Chairman Brady.

2. Roll Call

Tony Graf, Present

Ed Hansen, Present

Justin Brady, Present

Dave McCall, Present

Maresa Manzione, Present via phone

3. Public Comment Period

The public hearing was opened. No one came forward. The public hearing was closed.

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

Mr. Aagard presented information on a zoning map amendment application involving the existing Multi-Family structure near McKellar Street. The property is non-conformity and is zoned MR-8, Multi-Family residential. The Zoning Map request is unique in that the request is to make a Multi-Family structure legal and will not add existing units or additional traffic. The application is asking for the MR-20 Zoning District. The Planning Commission forwarded a positive recommendation with the conditions that allow the property line to increase to include the 6 units and additional parking and then the property line be zoned to MR-20 after the lot line is moved.

The Council shared the following concerns:

If the zoning is approved, someone can tear down what's there and rebuild something else. The area should stay MR-8, because they do not want MR-20 in the area.

What are the consequences for something that is non-conforming and against code? If they need to square up the property to meet requirements, where would the property come from?

Mr. Aagard addressed the Council's questions and concerns. The properties are not insured and financing is difficult. If it was not acted on, they would go continue to go on as is. If the property were to be rezoned, it would still be limited to the same number of units because of property size. The applicant could add additional property into the MR-8 and be about three-quarters of an acre. It is the understanding; the applicant has access to the larger property to the North.

Mr. Baker addressed the Council. This property was originally built as a single-family home and was lawful at that time. It was transformed illegally into apartments. This was a self-imposed hardship. The Council can discuss a course of action for the future. If something like this happens and they discover it in a timely manner, building inspectors can issue stop work orders or double building permit fees. They can sue the property owner in court at the property owners' cost, but proof becomes harder with time. The Council can condition that th property has to be brought to building code, or they could leave it alone and make it as safe as possible.

The Council discussed what conditions could be added to the request. There is an option to make it a condition to increase the property size and approve it as long as it is brought to conformity. The other option is to do nothing and there becomes a legal issue.

Mr. Aagard addressed the Council regarding the decision of increasing the lot size. The applicant has been asked about this and is not in favor of it.

Mr. Baker addressed the Council. The Planning Commission did recommend expanding the property. The Council can have the applicant complete items before they approve anything. It is unsure if they property can even be brought up to code. There is legal non-conformity, where the City changes the rules which creates a non-conformity. There are illegal non-conformities; this

density does not support what is there. It is appropriate to table until the property has made into code.

The Council had a further discussion on the action to take. They would like the applicant to be proactive and bring the application back to the staff when they have brought the property to code.

The public hearing was opened. No one came forward. The public hearing was closed.

Council Member Manzione motioned to table until the property has a lot size bigger to meet MR-20 zone, and the property is inspected and brought up to code. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

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

Ms. Carter presented the appointment of Susan Callihan to the Library Board of Directors.

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

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

Mr. Aagard presented a subdivision preliminary plan involving the 19-acre parcel located east of Main Street by the North Point Medical Center. The property is zoned IS, Industrial Service. The application is to subdivide the property into nine lots for commercial use. Each lot within the development meet or exceeds the requirements. It will have ample right of way and improve frontage of the property. The Planning Commission forwards a positive recommendation of approval with the conditions listed in the staff report.

The Council asked the applicant what businesses will be tenting the space.

The applicant addressed the Council. Currently there is interest from U-Haul and having a strip mall. It is open for other business interests.

Council Member Hansen motioned to approve the Subdivision Preliminary Plan for the Proposed 400 East Commercial Subdivision. Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

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

Mr. Grandpre presented an amendment to the City Code section 8-6-5. It requires separate sewer laterals for structures and allows some exceptions. The wording for the exceptions section has been clarified and amended to make it clear to all parties involved. It will protect the public health and welfare.

Council Member Graf motioned to approve Ordinance 2022-23, an Ordinance of Tooele City Amending Tooele City Code Section 8-6-5 Regarding Shared Sewer Laterals.

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

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

Mr. Cook presented a fee adjustment for a surrender fee for the animal shelter. The \$10 fee is for when pet owner needs to rehome or "surrender" the animal. They would like to put the fee on the fee schedule.

Council Member Hansen motioned to approve Resolution 2022-65. Chairman Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

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

Captain Collings presented a request to authorize the application and acceptance of funds from the Edward Byrne Justice Assistant Grant Funding. The county does not qualify, but they have to have an MOU saying they are ok for the City to accept it. The money would be used for a motorcycle for traffic enforcement. They can reapply for the funds every year.

Council Member McCall motioned to approve Resolution 2022-66. Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Brady, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye.” The motion passed.

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

Captain Collings presented an agreement with Tooele County to allow the City to receive the funds from the Byrne Justice Assistance Grant. It will be presented in the County’s meeting in August.

Council Member Manzione motioned to approve Resolution 2022-67. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Brady, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye.” The motion passed.

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

Mr. Cook presented an agreement for the playground at Elton park. It has been discovered that wear and tear and vandalism has made the playground unsafe. Garret and Company is a state contractor that will provide a playground into the current area. The par tax project will pay for the playground in the amount of \$78,928 to replace the playground.

Chairman Brady asked about covering over the playground.

Mr. Cook included that some designs include a cover for the playground. The tend to have a heavier maintenance.

Council Member Hansen motioned to approve Resolution 2022-68. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Brady, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye.” The motion passed

12. Minutes

~Wednesday, June 15, 2022, City Council & RDA Work Meeting Minutes

~Wednesday, June 15, 2022, City Council Business Meeting Minutes

There are no changes to the minutes.

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

13. Invoices

Ms. Pitt presented the following invoices:

Wasatch Electric for Security system at the parks buildings in the amount of \$38,493.

Rocky Mountain Power for electrical service at the England Acres Pavilion in the amount of \$20,560.55.

Electro Power for drive cabinet in the amount of \$41,375.

Electro Power for the well pump and booster pumps in the amount of \$123,525.

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

14. Adjourn

Chairman Brady adjourned the meeting at 7:47pm.

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

Approved this ____ day of August, 2022

Justin Brady, City Council Chair