

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, December 21, 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 visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecity> or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecity.org anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.*

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Public Comment Period**
4. **Public Hearing & Motion on Ordinance 2022-40** An Ordinance of the Tooele City Council Amending Tooele City Code Section 7-1-5 and Chapter 7-15 Regarding Fair Housing and Residential Facilities for Persons with a Disability
Presented by Roger Baker, City Attorney
5. **Public Hearing & Motion on Ordinance 2022-46** An Ordinance of Tooele City Reassigning the Zoning for Approximately 2 Acres of Property Located at the North East Corner of the Intersection of Franks Drive and 1000 North From MR-16 Multi-Family Residential to RC Regional Commercial
Presented by Jim Bolser, Community Development Director
6. **Subdivision Plat Amendment Request** by Cook Builders to Amend Lots 2, 3, and 4 of the Existing Oristruts Subdivision Amended Plat for Property Located at Approximately 600 East 2400 North Affecting 4.5 Acres in the GC General Commercial Zoning District
Presented by Jim Bolser, Community Development Director
7. **Preliminary Subdivision Plat Request** by DR Horton for the Western Acres Phase 2A Subdivision Located at Approximately 1800 North 300 East on Approximately 11.4 Acres Creating 121 Residential Lots in the MR-16 PUD Multi-Family Residential Zoning District
Presented by Jim Bolser, Community Development Director
8. **Ordinance 2022-44** An Ordinance of Tooele City Amending Tooele City Code Section 3-3-1 to Adopt Appendices F and H of the International Fire Code
Presented by Matt McCoy, Fire Chief
9. **Resolution 2022-105** A Resolution of the Tooele City Council Approving an Agreement with PGA&W Architects for Fire Station #3
Presented by Matt McCoy, Fire Chief

10. **Resolution 2022-97** A Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for Gardner Batt Tooele Land Holdings, LLC.
Presented by Jared Stewart, Economic Development Director
11. **Resolution 2022-103** A Resolution of the Tooele City Council Approving and Ratifying an Agreement with All-Tech Electric for Work on Pavilions at England Acres Park and Wigwam Park
Presented by Darwin Cook, Parks & Recreation Director
12. **Resolution 2022-104** A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Quest Mechanical for Work on Pavilions at England Acres Park and Wigwam Park
Presented by Darwin Cook, Parks & Recreation Director
13. **Resolution 2022-106** A Resolution of the Tooele City Council Approving an Agreement with Legrand Jensen, Inc., to Install a Bulk Water Fill Station at the Water Reclamation Facility
Presented by Jamie Grandpre, Public Works Director
14. **Ordinance 2022-45** An Ordinance of the Tooele City Council Establishing the Dates, Times, and Places of its Public Meetings in 2023
Presented by Michelle Pitt, City Recorder
15. **Invoices & Purchase Orders**
Presented by Michelle Pitt, City Recorder
16. **Minutes**
~December 7, 2022 City Council & RDA Work Meeting
~December 7, 2022 City Council Business Meeting
17. **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 2022-40

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING TOOELE CITY CODE SECTION 7-1-5 AND CHAPTER 7-15 REGARDING FAIR HOUSING AND RESIDENTIAL FACILITIES FOR PERSONS WITH A DISABILITY.

WHEREAS, the federal Americans with Disabilities Act (ADA) and its successor statutes contains protections for persons with a disability, and the term “disability” includes drug addiction; and,

WHEREAS, the federal Fair Housing Act (FHA) and its successor statutes contains housing protections for persons with a disability, as does the Utah Fair Housing Act (UFHA); and,

WHEREAS, Tooele City Code (TCC) Chapter 7-15 governs residential facilities for persons with a disability; and,

WHEREAS, TCC 7-14 regulates residential zoning districts, and identifies residential facilities for persons with a disability as permitted (P) uses in all Tooele City zoning districts which permit a dwelling; and,

WHEREAS, residential facilities for persons with a disability are one type of dwelling known by some as a “group home”; and,

WHEREAS, as a general rule, the above Acts require that persons with a disability have the same access to housing as persons without a disability; and,

WHEREAS, clinical research into group homes for persons disabled by drug addiction indicates that such persons achieve greater success in navigating life and in overcoming addiction by living in a group setting with up to eight residents per dwelling; and,

WHEREAS, TCC 7-1-5 defines the term “family” as being an individual, or two or more persons related by blood or marriage, or a maximum of four unrelated persons living together in a dwelling; and,

WHEREAS, under TCC, eight unrelated persons living together in a dwelling exceeds the definition of the term “family” and is not lawful; and,

WHEREAS, the above Acts require the government to make reasonable accommodations to persons with a disability in order to make housing available to them in a way available to persons without a disability, and allowing up to eight disabled persons to live in a dwelling is an example of a reasonable accommodation, supported by clinical research; and,

WHEREAS, approving a reasonable accommodation involves an interactive process between the land use applicant and the municipal government that explores measures to remove housing barriers for persons with a disability and to allow them housing on an equal basis with persons without a disability; and,

WHEREAS, some municipalities with the definition of “family” as four unrelated persons require a reasonable accommodation application and hearing for all applications for a residential facility for persons with a disability of between five and eight persons per dwelling, causing significant time delay, staff resources, expert involvement, cost, and frustration, with the outcome of the hearing often, if not always, approving the accommodation for eight persons in a dwelling; and,

WHEREAS, other municipalities recognize that a residential facility for persons with a disability with eight persons in the dwelling is clinically shown to be effective and reasonable, and choose to codify a reasonable accommodation for facilities of up to eight persons, bringing significant efficiencies and cost saving to the process of approving such facilities; and,

WHEREAS, the City Administration recommends that the TCC definition of “family” be amended to include up to eight unrelated disabled persons living in a dwelling, recommends that the definition of “facility for persons with a disability” include an eight-persons per dwelling cap, and recommends that TCC Chapter 7-15 be amended, all as shown in the attached Exhibit A; and,

WHEREAS, the City Council discussed this Ordinance and its Exhibit A during its public work meeting of November 16, 2022 (see meeting minutes attached as Exhibit B); and,

WHEREAS, the Planning Commission convened a duly-noticed public hearing on December 14, 2022, regarding this ordinance and its Exhibit A, accepted public comment, and voted to forward its recommendation to the City Council (see meeting minutes attached as Exhibit C); and,

WHEREAS, the City Council convened a public hearing on December 21, 2023, regarding this ordinance and its Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that TCC Section 7-1-5 and Chapter 7-15 are hereby amended as shown in Exhibit A.

This Ordinance shall take effect 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 _____, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Amendments to:
TCC Section 7-1-5
and
TCC Chapter 7-15

Tooele City – Draft Ordinance
Residential Facility for Disabled Persons

7-1-5. Definitions.

Family -

- (1) An individual person.
- (2) Two or more persons, related by blood, marriage, or adoption, including foster children, living together in a dwelling; and, up to two other persons, hired for domestic help, residing in the dwelling.
- (3) Up to four unrelated persons living together in a dwelling.
- (4) A group of persons with a disability living in a residential facility for persons with a disability as permitted by Chapter 7-15 of this Title.

Residential Facility for Persons with a Disability - A dwelling in which no more than eight disabled persons reside and which is licensed or certified, as applicable, by:

- (1) the Utah Department of Human Services under Title 62A, Chapter 2, of the Utah Code, Licensure of Programs and Facilities; and,
- (2) the Utah Department of Health under Title 26, Chapter 21, of the Utah Code, Health Care Facility Licensing and Inspection Act.

7-15-1. Purpose.

The City intends this Chapter to be interpreted and applied in a manner that is consistent with the Utah Fair Housing Act (UCA Chapter 57-21), the Federal Fair Housing Amendments Act of 1988 (42 USC Section 3601 et seq.), Title II of the Americans With Disabilities Act, and the Rehabilitation Act.

7-15-2. Scope.

If any dwelling meets the definition of a residential facility for disabled persons as defined in Section 7-1-5 of this Title, the requirements of this Chapter shall govern, notwithstanding any conflicting provision of this Title or this Code. Except as provided herein, the requirements of this Chapter shall not be construed to prohibit or limit other applicable provisions of this Title, this Code, or other laws.

7-15-3. Permitted Uses.

(1) Notwithstanding any contrary provision of this Title, a residential facility for persons with a disability shall be a

permitted use in any zoning district where a dwelling is allowed either as a permitted or conditional use, subject to the same development regulations as applied to dwellings.

(2) A residential facility for persons with a disability may not be allowed by variance, prior accommodation, legal nonconforming building, or legal nonconforming use.

(3) Each facility located in a single-family zoning district (R1-7 through RR-5) shall comply with the single-family design standards contained in Chapter 7-11b of this Title.

(4) Each facility located in a multi-family zoning district (MR-20, MR-16, MR-12, and MR-8) shall comply with the multi-family design standards contained in Chapter 7-11a of this Title.

(5) The minimum number of parking spaces required for a facility shall be as required in Chapter 7-4 of this Title.

(6) No more than four persons may be housed in a single bedroom.

(7) A minimum of 60 square-foot per resident shall be provided in a multiple-

occupant bedroom. A minimum of 100 square-foot per resident shall be provided in a single-occupant bedroom.

(8) Bathrooms shall have a minimum ratio of one toilet, one lavatory, and one tub or shower to each six residents.

(9) The facility must be a structure type that is permitted in the zoning district in which the facility is proposed to be located.

7-15-4. Reasonable Accommodation.

(1) None of the requirements of this Chapter shall be interpreted to limit any reasonable accommodation to afford a disabled person an equal opportunity to use and enjoy a dwelling as required by the Fair Housing Amendments Act of 1988, Title II of the Americans With Disabilities Act, the Utah Fair Housing Act, the Rehabilitation Act, and any other Federal or State law requiring a reasonable accommodation for a disabled person.

(2) Any person or entity wanting a reasonable accommodation shall submit a written application to the Director of the Community Development Department, which shall include at least the following:

- a. The address of the property to which the accommodation will be applied;
- b. The accommodation requested, including the regulations, policies, or procedures from which an accommodation is sought;
- c. An explanation of why the accommodation is reasonable and necessary to afford a disabled person an equal opportunity to use and enjoy a dwelling; and,
- d. All information necessary and sufficient for the findings required in subsection (4) of this Section.

(3) The Director shall evaluate all reasonable accommodation requests based on the criteria required of an applicant by subsection (4) of this Section.

(4) Within 30 days after receipt of a complete application, the Director shall issue

a written decision on the requested reasonable accommodation. The Director may either grant, grant with modifications, or deny a request for reasonable accommodation under the following factors:

a. Whether the dwelling, which is the subject of the request for reasonable accommodation, will be used by a disabled person;

b. Whether the requested accommodation is necessary to afford disabled persons equal opportunity to use and enjoy a dwelling when compared to similarly situated persons or groups without a disability;

c. Whether the requested accommodation would impose an undue financial or administrative burden on the City;

d. Whether the requested accommodation would require a fundamental alteration in the nature of the City's planned land use, zoning, or building programs;

e. Whether the requested accommodation is reasonable under the circumstances;

f. Whether the request for accommodation would cause a dwelling to be made available to an individual whose tenancy is anticipated to cause a direct threat to the health or safety of other individuals or whose tenancy is anticipated to cause substantial physical damage to the property of others; and,

g. Any other relevant considerations under Federal, State, or Tooele City laws.

(5) If the Director denies a reasonable accommodation request, or grants the request with modifications, the decision may be appealed by the accommodation applicant to the Administrative Hearing Officer in the manner provided for appeals of administrative decisions in Chapter 1-28 of this Code. The review of all such appeals, including any appeals from the Administrative Hearing Officer to the

District Court, shall be based upon the record presented to the Director, and shall not be de novo.

(6) A reasonable accommodation shall not be deemed a variance and shall not run with the land.

(7) If the Director does not render a written decision on the request for reasonable accommodation within the 30-day time period allotted by this Section, the request shall be deemed denied based upon the insufficiency of the applicant's information to satisfy the criteria of this Section.

(8) While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

(9) It is the applicant's burden to demonstrate that the accommodation is necessary and reasonable under the standards and definitions set forth in Federal and State law, including Federal and State case law.

7-15-5. Accommodation Review.

(1) The purpose of the Director's review is to assure that all reasonable accommodation requests comply with this Title, and that all decisions on reasonable accommodation requests are reviewed and handled in compliance with this Title, the Fair Housing Amendments Act of 1988, Title II of the Americans With Disabilities Act, the Utah Fair Housing Act, the Rehabilitation Act, and any other Federal, State, and Tooele City laws requiring a reasonable accommodation for a disabled person.

(2) The Director may consult with and obtain the services of Tooele City personnel and outside professionals or technical experts to help evaluate any and all requests for accommodation.

7-15-6. State Certification or Licensure.

(1) Prior to the City issuing a certificate of occupancy for a facility, and prior to actual

occupancy of a facility, the person or entity licensed or certified by the State of Utah to establish and operate the facility shall:

(a) provide a copy of the required State of Utah licenses and/or certificates for the facility and for any State-regulated programs provided at the facility; and,

(b) certify by affidavit to the City that no person will reside or remain in the facility whose tenancy likely would constitute a direct threat to the health or safety of others or would result in substantial physical damage to the property of others.

(2) For purposes of this Chapter, State of Utah licenses and certificates for facilities and programs are applicant-specific, facility-specific, and program-specific, and shall not be transferrable to any other owner, operator, facility, or program.

7-15-7. Revocation of Occupancy Permit.

The City may revoke the occupancy permit of any facility upon the occurrence of any of the following:

(1) the facility is devoted primarily to a use other than a residential facility for persons with a disability;

(2) any license or certificate required and issued by the State of Utah for the facility or a program provided at the facility terminates for any reason (including expiration, revocation, suspension for five years or more, denial of renewal);

(3) the facility fails to comply with all of the requirements of this Chapter; or,

(4) the facility allows a person to reside or remain in the facility whose tenancy constitutes or has constituted a direct threat to the health or safety of others or has resulted in substantial physical damage to the property of others.

7-15-8. Violations.

(1) The following shall constitute a violation of this Chapter:

(a) continued occupation of a facility upon the revocation of the occupancy permit;

(b) continued occupation of a facility upon the termination of the State of Utah license or certificate for the facility;

(c) continued providing of a program upon the termination of the State of Utah license or certificate for that program;

(d) noncompliance with any provision of Title 4 or Title 7 of this Code applicable to the facility;

(e) allowing a person to reside or remain in the facility whose tenancy constitutes or has constituted a direct threat to the health or safety of others or has resulted in substantial physical damage to the property of others; and,

(f) allowing the facility to be devoted to a use other than a residential facility for persons with a disability.

(2) Any violation of this Chapter is a class B misdemeanor.

(Draft Date: November 3, 2022)

Exhibit B

November 16, 2022, City Council
Meeting Minutes

**Tooele City Council and the Tooele City Redevelopment Agency
Work Meeting Minutes**

Date: Wednesday, November 16, 2022

Time: 5:30 p.m.

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

City Council Members Present:

Justin Brady

Maresa Manzione

Ed Hansen

Tony Graf

City Council Members Excused:

David McCall

City Employees Present:

Mayor Debbie Winn

Jim Bolser, Community Development Director

Adrian Day, Police Department Chief

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Jami Grandpre, Public Works Director

Jared Stewart, Economic Development Director

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

Justin Brady, Present

Maresa Manzione, Present

Tony Graf, Present

Ed Hansen, Present

David McCall, Excused

3. Mayor's Report

Mayor Winn reported on the following:

City hall is in need of carpet replacement and additional cubicles for new staff positions.

Requesting funds from the 41 Fund Auto and Truck line item.

The Council is in support of the additions.

4. Council Member's Report

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

5. Discussion Items

A. Boys & Girls Clubs Remodel Request

Presented by Debbie Winn, Mayor

Mayor Winn presented the Boys and Girls Club remodel request. Their building does need a fire suppression system with a cost of \$50,000. They have asked the City to help with some additional funds. There are some funds from the City ARPA funds to help fund the project. They are also requesting \$6,870 for the building permit fees.

The Council is in support of the requests.

B. Ordinance 2022-40 an Ordinance of the Tooele City Council Amending Tooele City Code Section 7-1-5 and Chapter 7-15 Regarding Fair Housing and Residential Facilities for Persons with a Disability

Presented by Roger Baker, City Attorney

Mr. Baker presented an ordinance on amending Tooele City code section 7-1-5 and chapter 7-15. The number of people that can live in one home is defined in the City code. A family is defined as an individual, two or more people related by blood or marriage, or four unrelated people. The Americans with Disabilities Act does state that they have the right to housing on an equal basis with non-disabled people, and the government may have to allow a reasonable accommodation. The science has shown for a group of disabled people to provide for each other, the clinically effective level of support is about eight people. For homes like this, they have asked the City for special accommodations allowing more than four unrelated disabled people to live together as a family. If there is a need and it is demonstrated, the City can allow it. Ordinance 2022-40 is to amend the definition of the word family and add up to eight disabled unrelated persons. The staff is also recommending amendments to the chapter to supplement and fill in gaps in the ordinance.

The Council asked the following questions:

Even with the addition of eight people, they will still have to apply for a permit?

Would they be required to have ADA access?

Would the definition be changed throughout the entire Ordinance or is this specific to title 7?

Are the State certifications or license only needed for homes over 8 people?

Is the plan to bring this to a business meeting?

Mr. Baker addressed the Council's questions. The disabled persons would have to follow the same opportunities and guidelines everyone else has. The building does incorporate a number of ADA standards. If the disabled family builds a new house, they would have to follow the

building codes. Title 7 addresses use; title 4 addresses building standards. A family that has a disabled child is not regulated as a group home, but just as a family. Those group homes are regulated by the State and require licensure and certifications. State law does require this land use ordinance amendment to go through Planning Commission and a public hearing. Then the Council will hear it, have its own public hearing, and vote on the item.

C. Gardner Batt Water Rights Fee-in-Lieu Request

Presented by Jared Stewart, Economic Development Director

Mr. Stewart presented a request from Gardner Batt for the property located on 1000 North. They are requesting 14.22 acre/feet of water fee-in-lieu for the first phase of the development. They do not have a user for the building yet, but are confident they will fill the building quickly. The request would create a cap of 14.22 acre/feet. They would pay the fee when the building permits are issued. These applications bring up a question of how the Council would like to approve these requests in the future.

Mayor Winn addressed the Council. There are many unknown variables when these applications come forward. There was a policy for tax increment the City used for incoming businesses. If the business brings in a certain amount of capital investment, there can be fee-in-lieu for a certain amount of acre/feet. The City would like to see trees and landscapes in the parks and public areas instead of industrial areas where they won't be taken care of.

The Council discussed the following:

These requests are a chicken and egg situation. They would like to see the fee-in-lieu by resolution. The Council would like to see a schedule or policy for fee-in-lieu. The City should also look at minimizing landscape and irrigation within industrial areas.

Mr. Stewart addressed the Council. As the staff has reviewed the application, the amount listed for irrigation is high in this application. They will bring this item back as a resolution.

D. Pratt Aquatic Center Fees

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented updated fees for the Pratt Aquatic center regarding the non-resident fees.

E. Drysdale Parking

Presented by Justin Brady, City Council Chair

Chairman Brady presented the Council's ability to add parking restrictions within the City. The concern came about because of the parking on the road on Drysdale creating a safety hazard and a one lane road.

Mayor Winn shared concern of safety and fire trucks getting in and out of the neighborhood.

The Council shared their support of painting one-side of the road due to safety in the neighborhood.

Mr. Baker addressed the Council in regards to an administrative act. The Council would need to review the transportation master plan. It can look at the policy question of painting the curb red. It then becomes the decision of the Mayor to move forward in painting the curb red.

F. Ordinance 2020-26 an Ordinance of Tooele City Amending Section 4-8-2.1 of the Tooele City Code Relating to In-Fill area Street Requirements

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a discussion for the in-fill area street requirements. The streets that are affected are 150 West, 50 West, and Garden Street. These are local class roads, but the roads are below standards. There are substantial upgrades and improvements to be made if they were to become local class roads. The intent of the in-fill overlay is to have intentional lower standards to encourage development. It does not address the right-of-way standards. There is an ordinance that identifies intermediate class roads and secondary class roads. Two separate standards were created. The intermediate class roads are identified to require a 30-foot asphalt width, and curb and gutter on both sides. The secondary class roads identify the road under 26-feet, a right-of-way has to be dedicated and provide 26 feet of asphalt. In 2020, the Council adopted Ordinance 2022-26, updating the standards for secondary class roads to remove the asphalt requirement and only require the right-of-way dedication. There are a few options moving forward. If the Council likes how it is currently being done, there needs to be no further action. The staff can add some of the requirements back in, rewritten, to make sense for the current roads.

The Council would like to see something happen with this item. If possible, would like to see a difference between the multi-family developments and a single-family home requirement for this area.

Mr. Bolser addressed the Council. A new development does add a safety issue for every person added to the neighborhood. A new development with improvement requirements does need to make improvements to their half of the road, but on a small road like these it could also require improvements to the far side of the road. Part of the discussion is figure out if they can divide it from one person versus a development.

Mayor Winn addressed the Council. As a starting point, let's identify the difficult areas. The City needs access and asphalt for safety reasons.

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

There is no closed meeting.

7. Adjourn

Chairman Brady adjourned the meeting at 6:55 p.m.

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

Approved this ____ day of December, 2022

Justin Brady, City Council Chair

Exhibit C

December 14, 2022, Planning Commission
Meeting Minutes

TOOELE CITY CORPORATION

ORDINANCE 2022 - 46

AN ORDINANCE OF TOOELE CITY REASSIGNING THE ZONING FOR APPROXIMATELY 2 ACRES OF PROPERTY LOCATED AT THE NORTH EAST CORNER OF THE INTERSECTION OF FRANKS DRIVE AND 1000 NORTH FROM MR-16 MULTI-FAMILY RESIDENTIAL TO RC REGIONAL COMMERCIAL.

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 a Zoning Map amendment for 2 acres of property located at the north east corner of the intersection of Franks Drive and 1000 North on October 26, 2022, requesting that the Subject Property be reassigned from the MR-16 Multi-Family Residential zone to the RC Regional Commercial zone (see Amendment Petition and map attached as Exhibit A, and Staff Report attached as Exhibit B); and,

WHEREAS, the Subject Properties are owned by Ledger Cove, LLC, and are currently designated as Regional Commercial in the Land Use Element of the General Plan; and,

WHEREAS, the Regional Commercial land use designation includes the RC Regional Commercial and the RD Research and Development commercial zoning districts; and,

WHEREAS, on December 14, 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 December 21, 2022, the City Council convened a duly-noticed public hearing:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE 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 additional opportunities for employment of City residents and provide an expansion to the City's commercial tax base; and,
2. the Zoning Map is hereby amended reassigning the zoning to RC Regional Commercial for approximately 2 acres of property located at the north east corner of the intersection of Franks Drive and 1000 North, 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				22-1238	
Date of Submission:	Current Map Designation: <i>Multi-Family</i>	Proposed Map Designation: <i>Regional Commercial</i>	Parcel #(s): <i>02-128-0-0033</i>		
Project Name: <i>Holiday Oil</i>	Project Address: <i>NE CORNER OF FRANKS DRIVE / 1000 N.</i>			Acres: <i>2 Acres</i>	
Proposed for Amendment: <input type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: <i>ZONE MAP</i>					
Brief Project Summary: <i>The purpose of this application is to amend the current zoning map to show commercial (Regional) for approx. 2 acres of subject property</i>					
Property Owner(s): <i>Ledger Grove LLC</i>			Applicant(s): <i>Waystaff Investments, LLC</i>		
Address: <i>PO BOX 95410</i>			Address: <i>3115 W. 2100 S.</i>		
City: <i>South Jordan</i>	State: <i>UT</i>	Zip: <i>84095</i>	City: <i>West Valley City</i>	State: <i>UT</i>	Zip: <i>84119</i>
Phone: <i>801-706-6725</i>			Phone: <i>801-687-0842</i>		
Contact Person: <i>Brent Neal</i>			Address: <i>3115 W. 2100 S.</i>		
Phone: <i>801-687-0842</i>			City: <i>West Valley</i>	State: <i>UT</i>	Zip: <i>84119</i>
Cellular: <i>801-687-0842</i>	Fax: <i>—</i>	Email: <i>brent@waystaffinvestments.com</i>			

*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				2221238	
Received By: <i>[Signature]</i>	Date Received: <i>10/26/22</i>	Fees: <i>\$1,100.00</i>	App. #:		

Rec # 00515359

Holiday Oil Zoning Map Amendment



NC

Franks Drive

MR-16

**Subject
Property
(MR-16)**

SR112

1000 North

MR-16

600 West

GC

MR-16

850 NORTH

830 WEST

930 NORTH

Current Zoning

Holiday Oil Zoning Map Amendment



NC

Franks Drive

MR-16

**Subject
Property
(RC)**

SR112

1000 North

MR-16

600 West

GC

MR-16

850 NORTH

830 WEST

930 NORTH

Proposed Zoning

Exhibit B

Staff Report

STAFF REPORT

December 1, 2022

To: Tooele City Planning Commission
Business Date: December 14, 2022

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: **Holiday Oil – Zoning Map Amendment Request**

Application No.: P22-1238
Applicant: Brent Neel, representing Wagstaff Investments, LLC
Project Location: 1000 North Franks Drive (NE Corner)
Zoning: MR-16 Multi-Family Residential Zone
Acreage: 2 Acres (Approximately 87,120 ft²)
Request: Request for approval of a Zoning Map Amendment in the MR-16 Multi-Family Residential zone regarding re-assigning the zoning of the property from MR-16 Multi-Family Residential to RC Regional Commercial.

BACKGROUND

This application is a request for approval of a Zoning Map Amendment for approximately 2 acres located at the north east corner of the intersection of 1000 North and Franks Drive. The property is currently zoned MR-16 Multi-Family Residential. The applicant is requesting that a Zoning Map Amendment be approved to re-assign the zoning of the 2 acre property to RC Regional Commercial in order to facilitate the construction of a convenience store with gasoline services.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan was recently amended by the Tooele City Council and calls for the Regional Commercial land use designation for the subject property. The property has been assigned the MR-16 Multi-Family Residential zoning classification, supporting approximately sixteen dwelling units per acre. The MR-16 Multi-Family Residential zoning designation is not identified by the General Plan as a preferred zoning classification for the Regional Commercial land use designation. Properties located to the north of the subject property are zoned NC Neighborhood Commercial and MR-16 Multi-Family Residential. Properties to the east are zoned MR-16. Properties to the west are zoned NC Neighborhood Commercial. Property to the south is zoned GC General Commercial. All surrounding property is undeveloped land. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Tooele City recently amended its Land Use Map in regards to the 2 acre subject property. The Land Use Map now designates the property to be Regional Commercial. The Regional Commercial Land Use designation emphasizes or recommends two commercial zones. The RD Research and Development zone and the RC Regional Commercial zone. The RC zoning district is a zone that involves commercial uses that are more regional in scale instead of local uses, meaning, those that utilize the services provided come from the region at large, and not just the neighborhoods nearby. The City’s ordinance defines the RC zone as: *“The Regional Commercial District is established to provide for large scale commercial and other uses that have a regional influence and that may be areas of high traffic generation, because of the*

nature of the use, the diversity of uses, or the size of the activity. The Regional Commercial (RC) District is designed to provide areas for intensive retail commercial uses, such as retail shopping centers, large retail outlets, large office buildings, entertainment uses, public uses and quasi-public uses and related activities. This District shall be located so as to be able to provide the services and infrastructure available to meet the demands of intensive commercial uses. This District will be located in proximity to major roads and transportation corridors to facilitate access by the private automobile and public transportation. This District encourages creative site planning and design for activities and uses that will provide commercial and other services to residents of the Tooele Valley and adjoining areas. All buildings and structures within this District will be attractively designed and incorporate a design theme through architectural design elements. These areas should also provide amenities for the use of city residents and patrons including open space and trail features, mass transit terminals and other amenities.”

Convenience stores and gasoline stations are permitted in the Regional Commercial zone but do require a Conditional Use Permit. Residential uses are not readily permitted in the RC zoning district other than care taker units for uses such as hotels and motels. The selected area, does meet the location and traffic requirements as described in the zoning purpose description above.

The MR-16 zoning district is the complete opposite of the RC Regional Commercial zoning district in that it is a residential zone that is specific to multi-family residential uses. The MR-16 zone permits the construction of town houses, apartments, condominiums and other multi-family residential arrangements. Commercial uses are not permitted in the MR-16 zoning district.

As development occurs in this area the traffic on 1000 North continues to grow in volume. The intersection of Franks Drive and 1000 North is also growing in volume and use. 1000 North is a state highway and is managed under the purview of the Utah Department of Transportation. The State is currently in process wrapping up a design for a traffic signal for this intersection. Timing of construction of the traffic signal at this intersection has not been disclosed and is at UDOT’s discretion.

There is a gateway overlay that runs along the north and south sides of 1000 North. This gateway overlay pertains mostly to site planning in that it emphasizes building architecture, street scape appeal, increased landscaping and so forth to make the gateway entrance into the City more visually appealing. The gateway overlay is not relevant to zoning map amendments.

Subdivision Layout. The 2 acre parcel being considered for rezoning does not currently exist. The map that is provided is a survey document provided by the applicant but the property has not been subdivided from the larger overall property. The zoning map will be revised to reflect the appropriately subdivided parcel once subdivision of the property has occurred.

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

- (1) No amendment to the Zoning Ordinance or Zoning Districts Map may be recommended by the Planning Commission or approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Zoning Ordinance or Zoning Districts Map amendment, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
 - (a) The effect of the proposed amendment on the character of the surrounding area.

- (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.
- (c) Consistency and compatibility with the General Plan Land Use Map for adjoining and nearby properties.
- (d) The suitability of the properties for the uses proposed viz. a. viz. the suitability of the properties for the uses identified by the General Plan.
- (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
- (f) The overall community benefit of the proposed amendment.

REVIEWS

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

- 1. The RC Regional Commercial zoning district does comply with the Regional Commercial land use designation of the Tooele City Land Use Map.

Engineering and Public Works Division Review. The Tooele City Engineering and Public Works Divisions do not typically review Zoning Map amendments and therefore have not issued any comments regarding this application.

Tooele City Fire Department Review. The Tooele City Fire Department do not typically review Zoning Map amendments and therefore have not issued any comments regarding this application.

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

STAFF RECOMMENDATION

Staff recommends the Planning Commission carefully weigh this request for a Land Use 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 Holiday Oil Zoning Map Amendment Request by Brent Neel, representing Wagstaff Investments, LLC, reassigning 2 acres located at 1000 North Franks Drive to the RC Regional Commercial zoning district, application number P22-1238, based on the findings and subject to the conditions listed in the Staff Report dated December 1, 2022:”

1. List any additional findings and conditions...

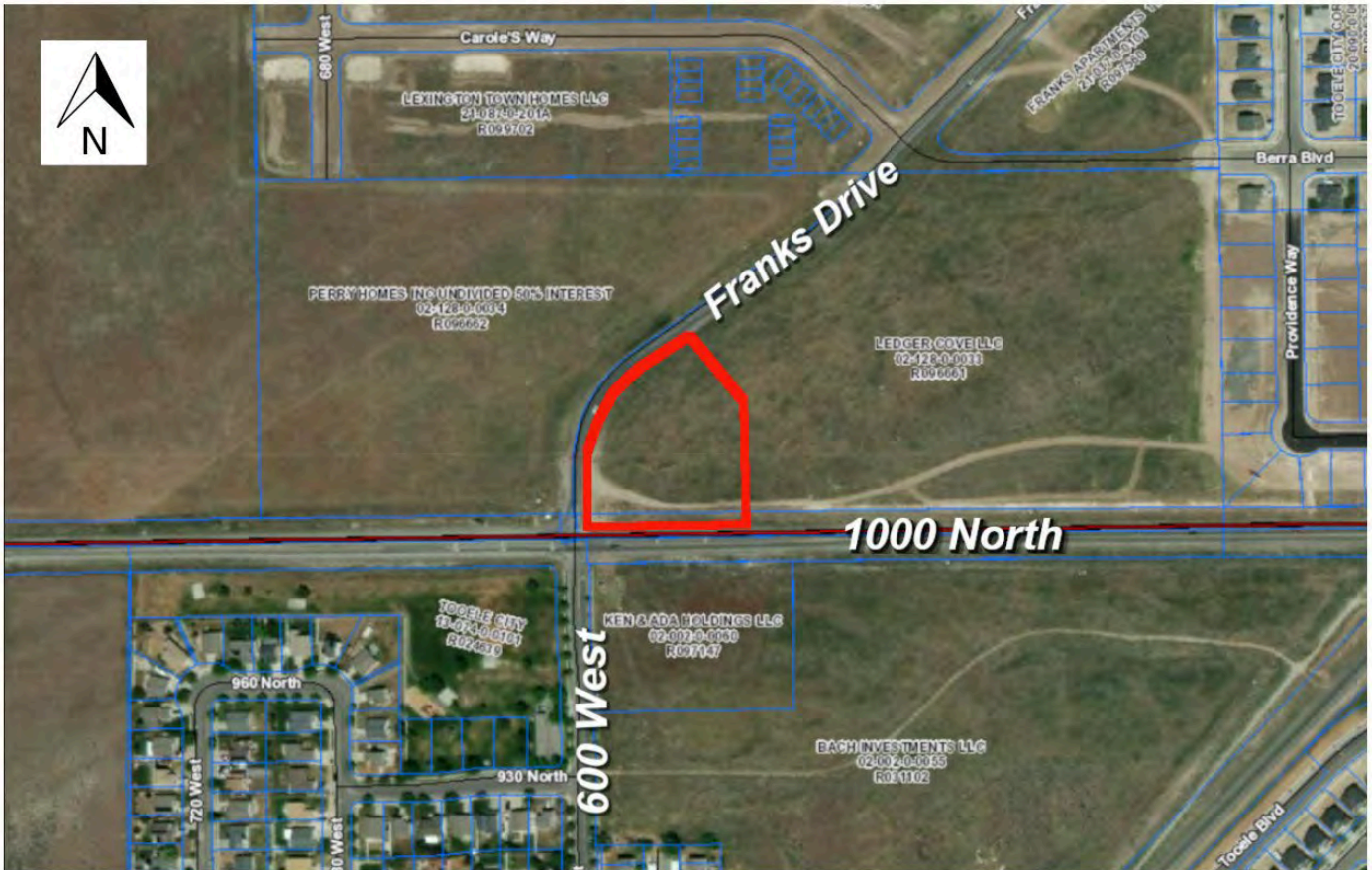
Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Holiday Oil Zoning Map Amendment Request by Brent Neel, representing Wagstaff Investments, LLC reassigning 2 acres located at 1000 North Franks Drive to the RC Regional Commercial zoning district, application number P22-1238, based on the following findings:”

1. List findings...

EXHIBIT A

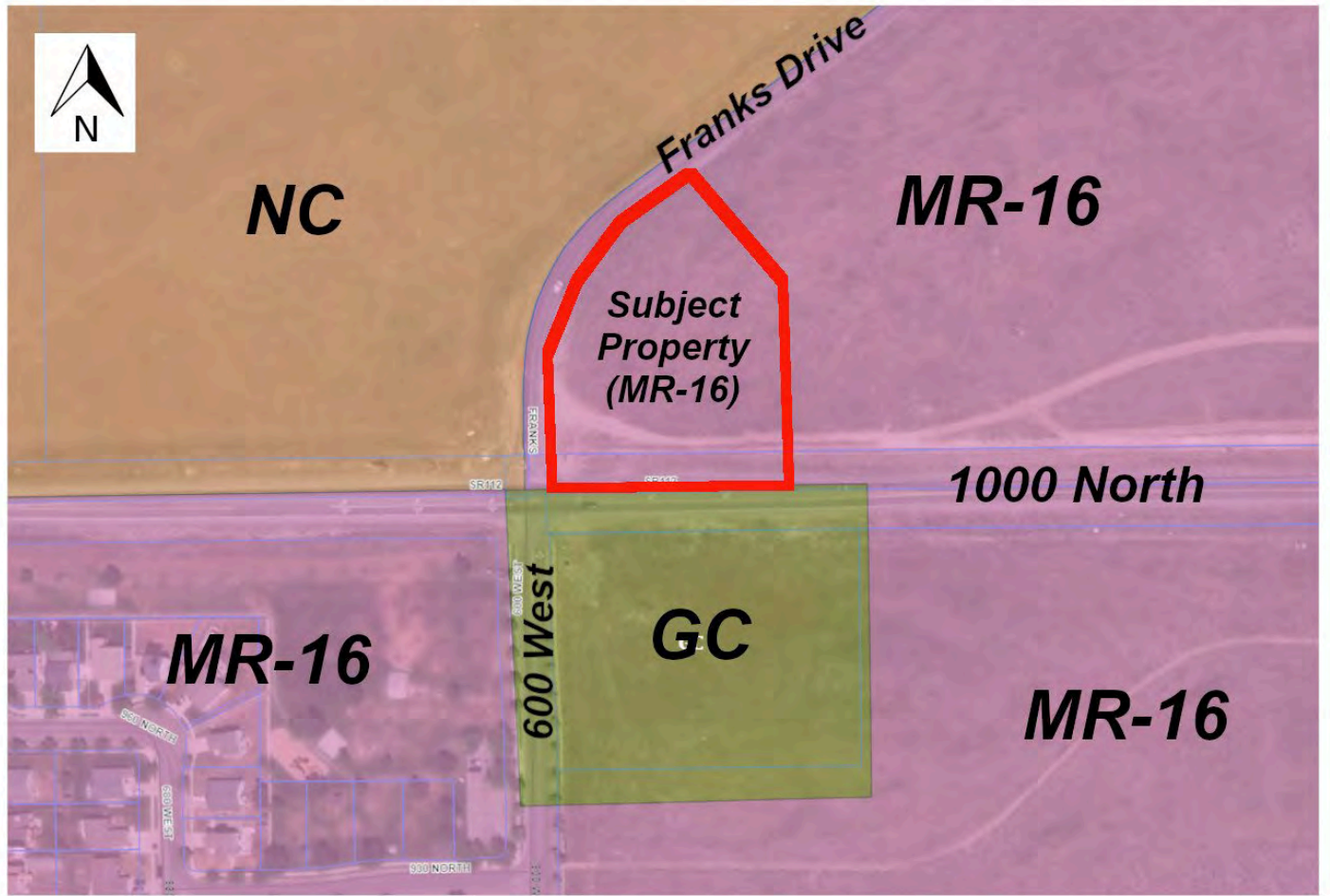
MAPPING PERTINENT TO THE HOLIDAY OIL ZONING MAP AMENDMENT

Holiday Oil Zoning Map Amendment



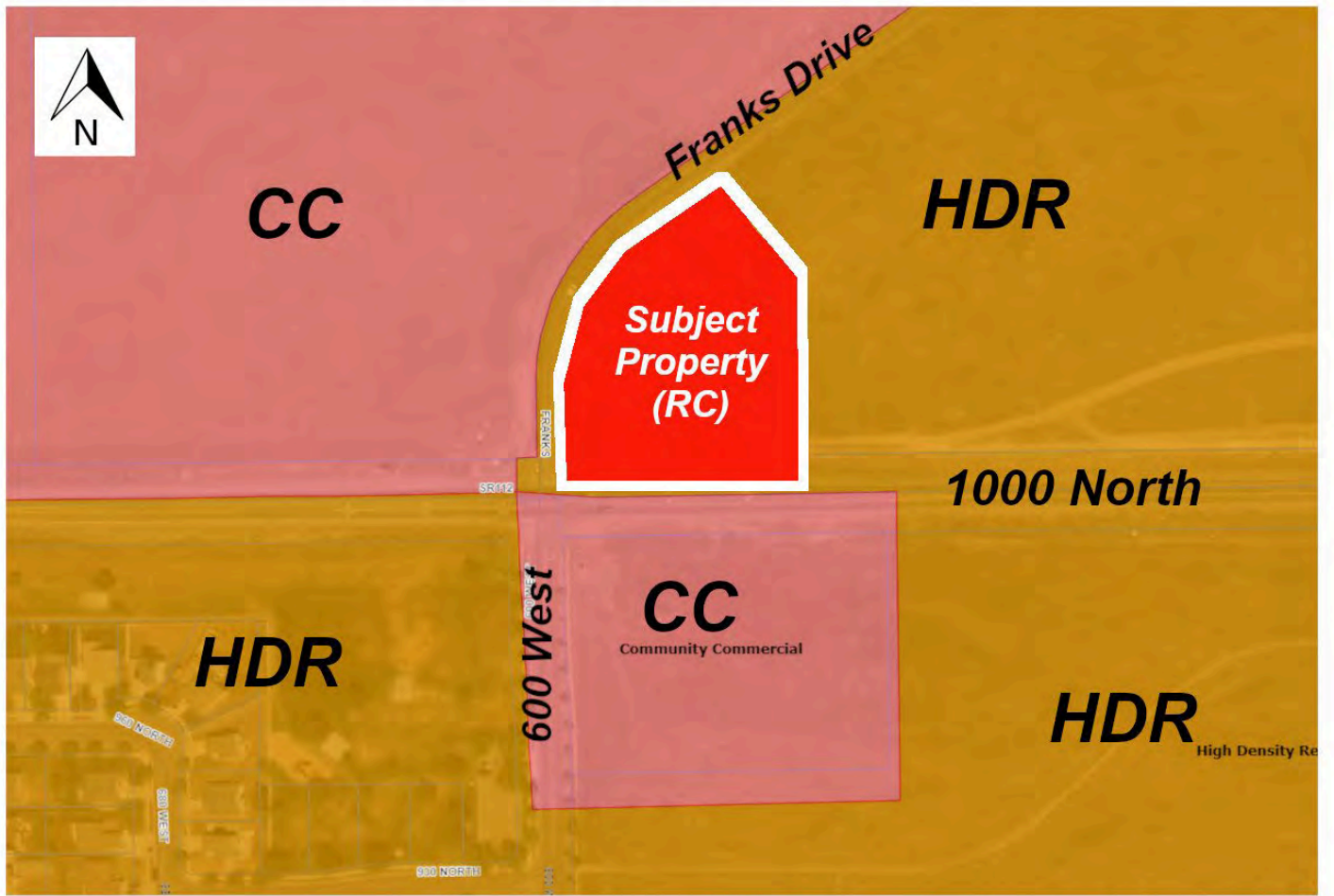
Aerial View

Holiday Oil Zoning Map Amendment



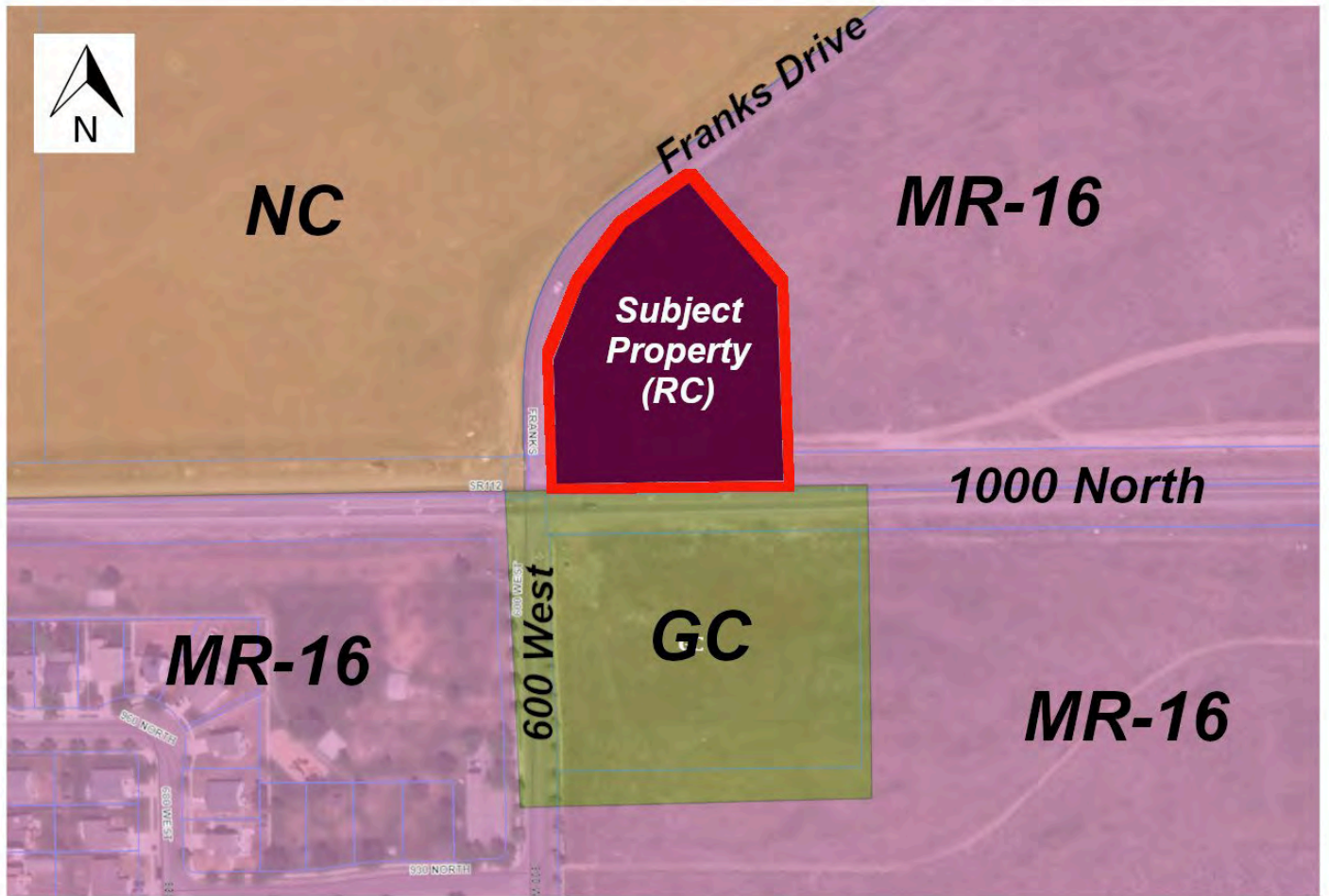
Current Zoning

Holiday Oil Zoning Map Amendment



Current Land Use

Holiday Oil Zoning Map Amendment



Proposed Zoning

EXHIBIT B

APPLICANT SUBMITTED INFORMATION

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				22-1238	
Date of Submission:	Current Map Designation: <i>Multi-Family</i>	Proposed Map Designation: <i>Regional Commercial</i>	Parcel #(s): <i>02-128-0-0033</i>		
Project Name: <i>Moliday Oil</i>	Project Address: <i>NE CORNER OF FRANKS DRIVE / 1000 N.</i>			Acres: <i>2 Acres</i>	
Proposed for Amendment: <input type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: <i>ZONE MAP</i>					
Brief Project Summary: <i>The purpose of this application is to amend the current zoning map to show commercial (Regional) for approx. 2 acres of subject property</i>					
Property Owner(s): <i>Ledger Grove LLC</i>			Applicant(s): <i>Waystaff Investments, LLC</i>		
Address: <i>PO BOX 95410</i>			Address: <i>3115 W. 2100 S.</i>		
City: <i>South Jordan</i>	State: <i>UT</i>	Zip: <i>84095</i>	City: <i>West Valley City</i>	State: <i>UT</i>	Zip: <i>84119</i>
Phone: <i>801-706-6725</i>			Phone: <i>801-687-0842</i>		
Contact Person: <i>Brent Neal</i>			Address: <i>3115 W. 2100 S.</i>		
Phone: <i>801-687-0842</i>			City: <i>West Valley</i>	State: <i>UT</i>	Zip: <i>84119</i>
Cellular: <i>801-687-0842</i>	Fax: <i>—</i>	Email: <i>brent@waystaffinvestments.com</i>			

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Note to Applicant:

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For Office Use Only				2221238	
Received By: <i>[Signature]</i>	Date Received: <i>10/26/22</i>	Fees: <i>\$1,100.00</i>	App. #:		

Rec # 00515359

Exhibit C

Planning Commission Minutes

STAFF REPORT

December 1, 2022

To: Tooele City Planning Commission
Business Date: December 14, 2022

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Oristruts Subdivision – Subdivision Plat Amendment Request

Application No.: P22-825
Applicant: Austin Andersen, representing Cook Builders
Project Location: Approximately 600 East 2400 North
Zoning: GC General Commercial Zone
Acreage: 4.5 Acres (Approximately 196,020 ft²)
Request: Request for approval of a Subdivision Plat Amendment in the GC General Commercial zone regarding the consolidation of three lots into one.

BACKGROUND

This application is a request for approval of a Subdivision Plat Amendment for approximately 4.5 acres located at approximately 600 East 2400 North. The property is currently zoned GC General Commercial. The applicant is requesting that a Subdivision Plat Amendment be approved to permit the consolidation of three commercial lots into one.

ANALYSIS

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

Subdivision Layout. The proposed subdivision plat amendment will vacate and amend lots 2, 3 and 4 of the existing Oristruts Subdivision Amended Plat and reconfigure the three lots into one 4.5 acre parcel totaling 196,020 square feet. The new lot configuration easily exceeds all ordinance requirements for lot size and lot width. The subdivision amendment will not result in any new dedication of public rights of way.

It should be noted that the plat amendment is being conducted in behalf of the Ford Performance Racing School. The size of the building would have resulted in the construction of a building over existing property lines which is not permitted. Therefore the plat amendment will remove the lots lines and enable the school to construct the large building. Frontage improvements such as sidewalk and park strip will be constructed by the racing school as their site develops.

Criteria For Approval. The criteria for review and potential approval of a Subdivision Plat Amendment request is found in Section 7-19-35 of the Tooele City Code and follows the same process as a preliminary subdivision plan.

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 & Public Works 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 Austin Andersen, representing Cook Builders, application number P22-825, subject to the following conditions:

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

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.
6. The reconfigured subdivision meets or exceeds all requirements of the GC General Commercial zone regarding lot size and lot width.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Oristruts Subdivision Plat Amendment 2 request by Austin Andersen, representing Cook Builders thus vacating and amending lots 2, 3 and 4 of the existing Oristruts Subdivision Amended Plat, application number P22-825, based on the findings and subject to the conditions listed in the Staff Report dated December 1, 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 Oristruts Subdivision Plat Amendment 2 request by Austin Andersen, representing Cook Builders thus vacating and amending lots 2, 3 and 4 of the existing Oristruts Subdivision Amended Plat, application number P22-825,, based on the following findings:”

1. List additional findings...

EXHIBIT A

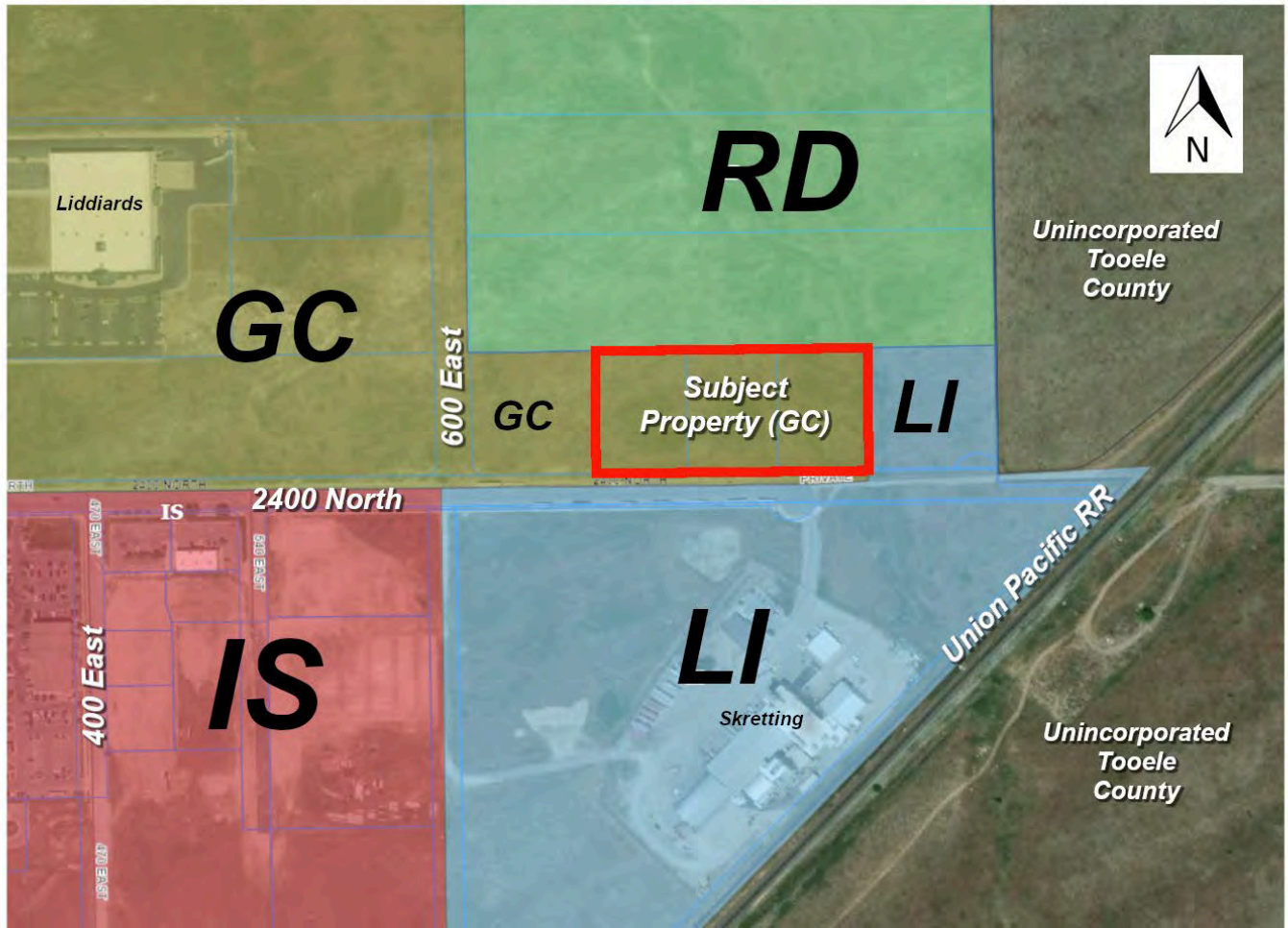
MAPPING PERTINENT TO THE ORISTRUTS SUBDIVISION SUBDIVISION PLAT AMENDMENT

Oristruts Subdivision Amended 2 Plat Amendment



Aerial View

Oristruts Subdivision Amended 2 Plat Amendment



Current Zoning

EXHIBIT B

**PROPOSED DEVELOPMENT PLANS &
APPLICANT SUBMITTED INFORMATION**

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					
Date of Submission: 6/24/22	Submittal #: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	Zone: GC	Acres: 4.5	Parcel #(s): 20-097-0-0001	
Project Name: Ford Performance Racing School Facility					
Project Address: 600 E 2400 N					
Project Description: 60,000 SF Facility for storing vechiles and educating drivers.			Phases:	Lots: 2, 3, 4	
Property Owner(s): Off Road Innovations Inc			Applicant(s): Cook Builders		
Address: 200 Campbell Ave			Address: 1231 N. 1300 W. Ste. A		
City: Bowdon	State: Georgia	Zip: 30108	City: Centerville	State: Utah	Zip: 84014
Phone: (770) 258-1554	Email:		Phone: 801-295-3060	Email: austin@cookbuilder.com	
Contact Person: Austin Andersen			Address: 1231 N. 1300 W. Ste. A		
Phone: 801-295-3060			City: Centerville	State: Utah	Zip: 84014
Cellular: 801-462-7362	Fax:		Email: austin@cookbuilder.com		
Engineer & Company: Jacob Clegg Ensign Engineering			Surveyor & Company:		
Address: 169 North Main Street, Unit 1			Address:		
City: Tooele	State: Utah	Zip: 84074	City:	State:	Zip:
Phone: 435-843-3590	Email: jclegg@ensignutah.com		Phone:	Email:	

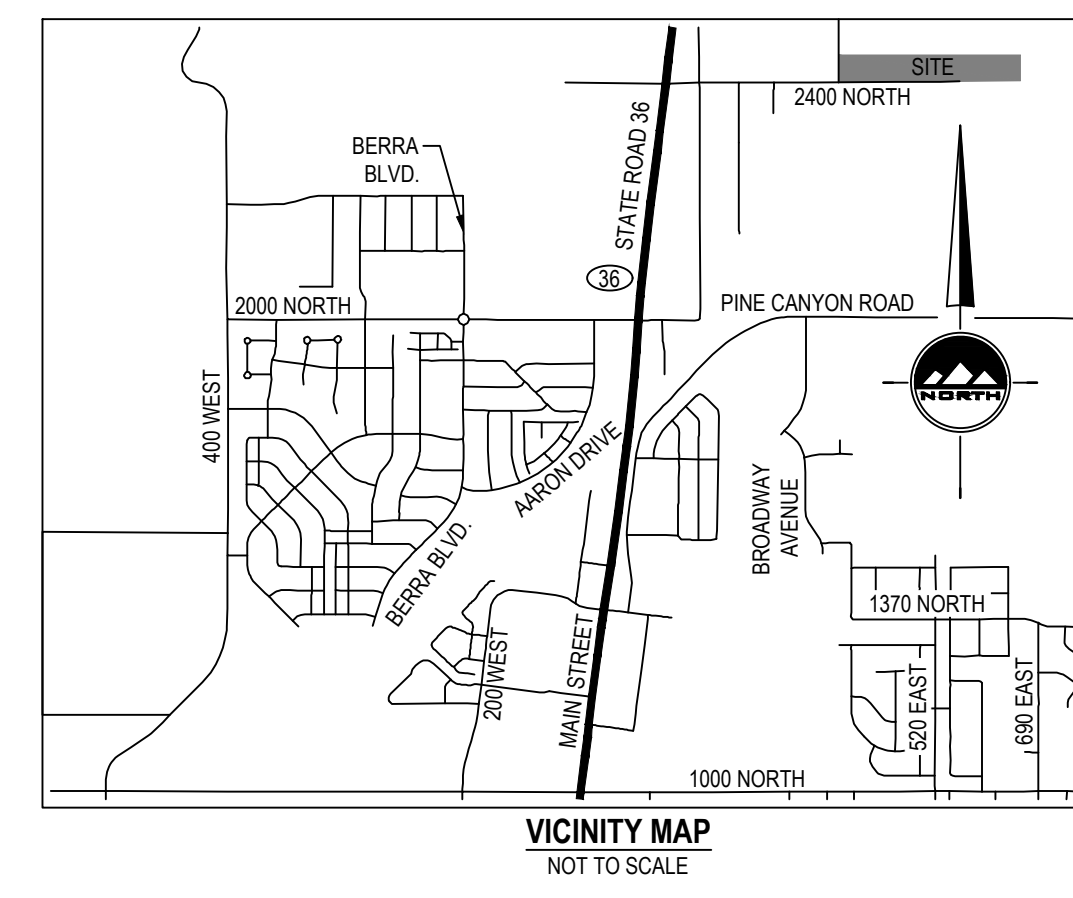
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For Office Use Only					
Land Use Review:	Date:	Water Superintendent Review:	Date:	City Engineer Review:	Date:
Planning Review:	Date:	Reclamation Superintendent Review:	Date:	Director Review:	Date:
Fire Flow Test					
Location:	Residual Pressure:		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	

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

BENCHMARK
CENTER OF SECTION 10,
TOWNSHIP 3 SOUTH, RANGE 4 WEST
SALT LAKE BASE AND MERIDIAN
ELEV = 4717.97'

PRELIMINARY PLAT
FORD PERFORMANCE RACING SCHOOL SUBDIVISION
(VACATING AND AMENDING LOTS 2, 3, AND 4 OF ORISTRUTS SUBDIVISION AMENDED)
LOCATED IN THE SOUTH HALF OF THE
NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3
SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH



SURVEYOR'S CERTIFICATE
I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold License 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 lots and streets, together with easements, hereafter to be known as Oristruts Subdivision Amendment 2 and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

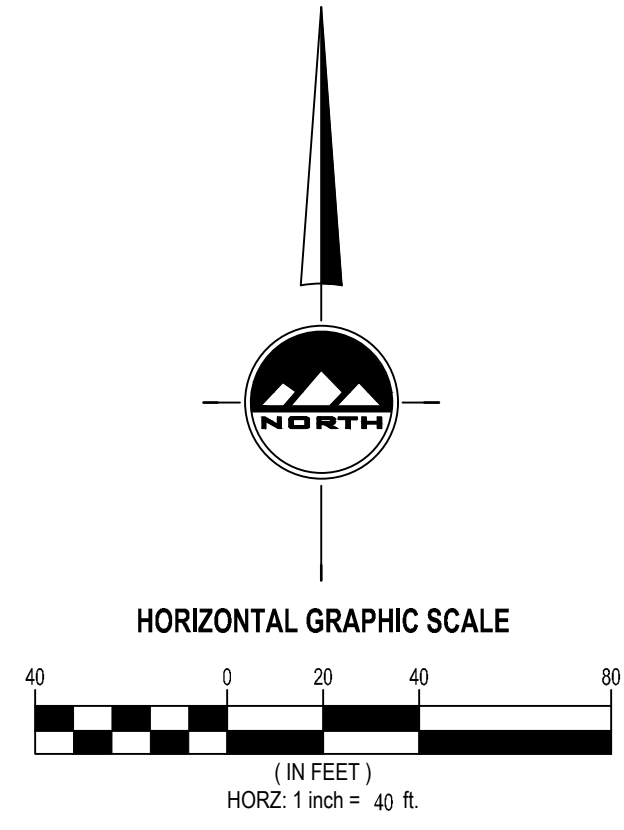
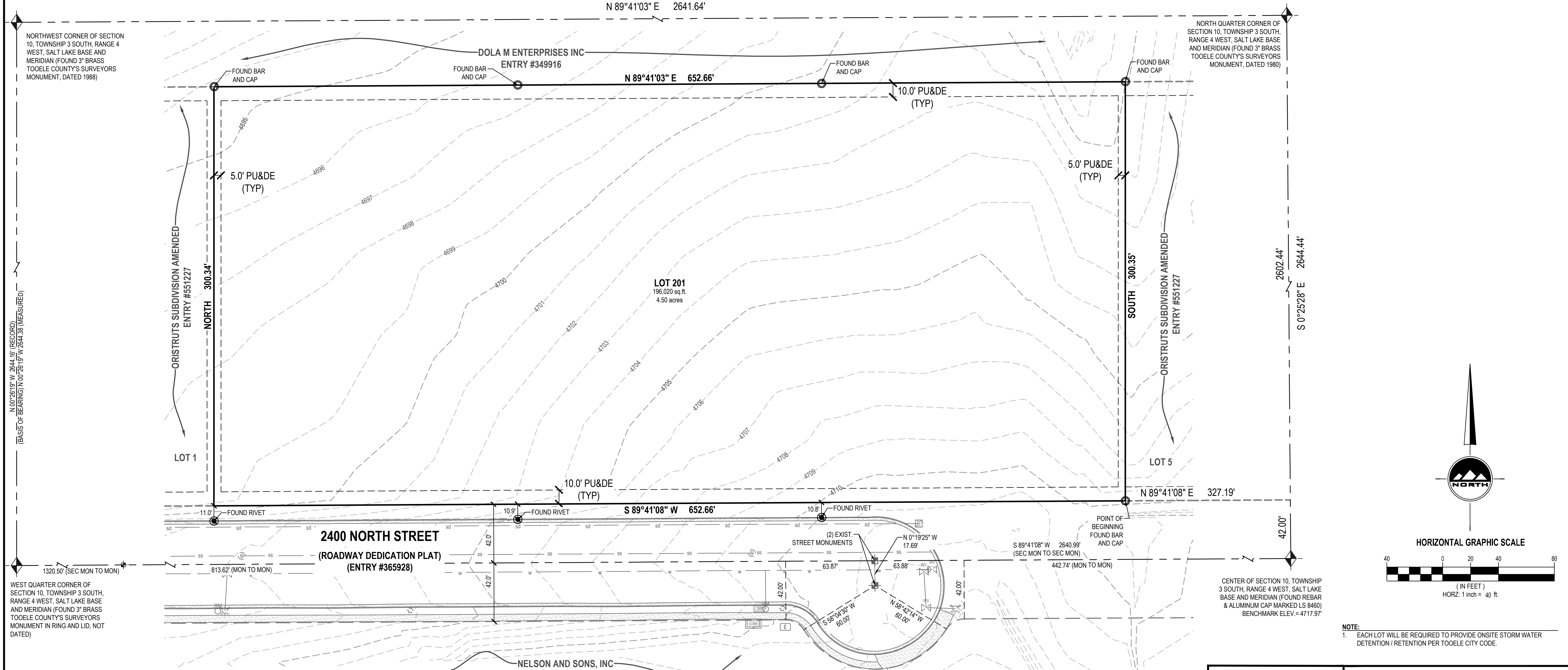
BOUNDARY DESCRIPTION
A parcel of land, situate in the South half of the Northwest Quarter of Section 10, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele, Utah, more particularly described as follows:
All of Lots 2, 3, and 4, Oristruts Subdivision Amended as recorded and on file in the Tooele County Recorder's Office as Entry #551227, more particularly describes as follows:
Beginning at a point on the north line of 2400 North Street, said point being North 0°25'28" West 42.00 feet along the Quarter Section line and South 89°41'08" West 327.19 feet along the said north line of 2400 North Street from the found monument representing the Center of Section 10, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:
thence South 89°41'08" West 652.66 feet along the said north line of 2400 North Street;
thence North 300.34 feet;
thence North 89°41'03" East 652.66 feet;
thence South 300.35 feet to the said north line of 2400 North Street and to the Point of Beginning.
Parcel contains 196,020 square feet or 4.50 acres, 1 parcel.

Date: **August 22, 2022**
Douglas J. Kinsman
License No. 334574

LEGEND

SECTION CORNER	ADJACENT RIGHT OF WAY	STORM DRAIN CLEAN OUT	CULINARY WATER LINE
EXISTING MONUMENT	RIGHT OF WAY	STORM DRAIN CATCH BASIN	SECONDARY WATER LINE
PROPOSED MONUMENT	CENTERLINE	STORM DRAIN COMBO BOX	IRRIGATION LINE
EXISTING REBAR AND CAP	PROPERTY LINE	STORM DRAIN CULVERT	OVERHEAD POWER LINE
SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."	ADJACENT PROPERTY LINE	SIGN	ELECTRICAL LINE
WATER METER	DEED LINE	ELECTRICAL BOX	GAS LINE
WATER MANHOLE	TANGENT LINE	UTILITY MANHOLE	EXISTING CONTOURS
WATER VALVE	EXIST DITCH FLOW LINE	UTILITY POLE	
FIRE HYDRANT	FENCE	LIGHT	
SECONDARY WATER VALVE	EDGE OF ASPHALT	CABLE BOX	
IRRIGATION VALVE	SANITARY SEWER LINE	TELEPHONE BOX	
SANITARY SEWER MANHOLE	STORM DRAIN LINE	GAS METER	
	LAND DRAIN LINE		

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.



OWNER'S DEDICATION AND CONSENT TO RECORD
Known all men by these present that the undersigned are the owner(s) of the heron described tract of land and hereby cause the same to divided into lots together with easements as set forth hereafter to be known as:
FORD PERFORMANCE RACING SCHOOL SUBDIVISION (VACATING AND AMENDING LOTS 2, 3, AND 4 OF ORISTRUTS SUBDIVISION AMENDED)
The undersigned owner(s) hereby convey to Tooele City and to any and all public utility companies providing service to the heron described tract a perpetual, non-exclusive easement over the public street and public utility and drainage easements shown on this plat, the same to be used for drainage and for the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner(s) also hereby convey any other easements as shown to the parties indicated and for the purpose shown heron.

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

Off Road Innovations, Inc. By: Mark Andrew Jensen, President CEO
Off Road Innovations, Inc. By: Marie Jensen, Vice President Corporate Secretary

FORD PERFORMANCE RACING SCHOOL SUBDIVISION (VACATING AND AMENDING LOTS 2, 3, AND 4 OF ORISTRUTS SUBDIVISION AMENDED)

LOCATED IN THE SOUTH HALF OF THE
NORTHWEST QUARTER OF SECTION 10, 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: _____ BOOK: _____ PAGE: _____
FEES _____ TOOELE COUNTY RECORDER

DOMINION ENERGY
DOMINION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION 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 RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS _____ DAY OF _____ A.D. 20____
DOMINION ENERGY
BY: _____
TITLE: _____

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. § 17-2A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
(4) ANY OTHER PROVISION OF LAW.

APPROVED THIS _____ DAY OF _____ A.D. 20____
ROCKY MOUNTAIN POWER
BY: _____
TITLE: _____

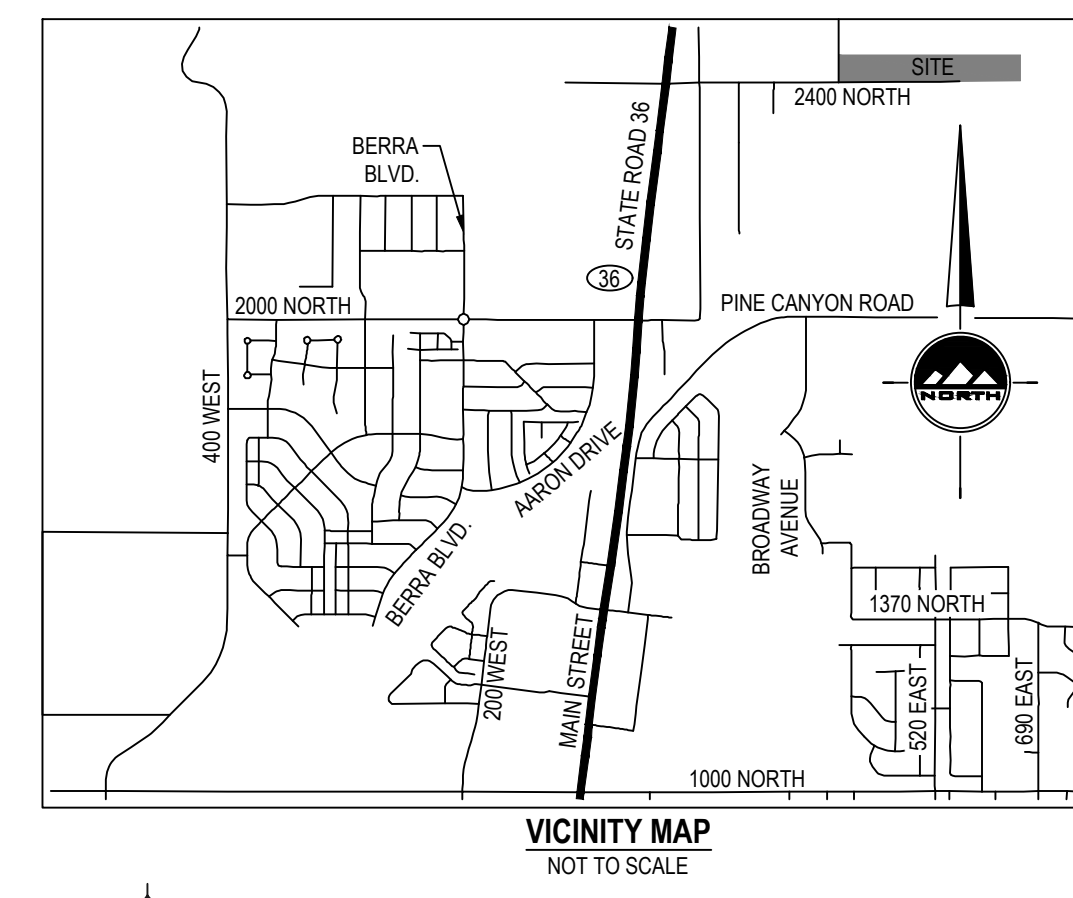
<p>DEVELOPER COOK BUILDERS 1231 1300 W STE A CENTERVILLE, UT 84014 AUSTIN ANDERSEN 801-462-7362</p>		<p>HEALTH DEPARTMENT APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE COUNTY HEALTH DEPARTMENT. TOOELE COUNTY HEALTH DEPARTMENT</p>				
<p>SCHOOL DISTRICT APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE COUNTY SCHOOL DISTRICT TOOELE COUNTY SCHOOL DISTRICT</p>	<p>POST MASTER APPROVED THIS _____ DAY OF _____, 20____ BY THE POST MASTER POST MASTER</p>	<p>COMCAST APPROVED THIS _____ DAY OF _____, 20____ BY THE COMCAST CABLE COMCAST</p>	<p>CENTURY LINK APPROVED THIS _____ DAY OF _____, 20____ BY THE CENTURY LINK. CENTURY LINK</p>	<p>CHIEF OF POLICE APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY CHIEF OF POLICE. TOOELE CITY CHIEF OF POLICE</p>	<p>FIRE CHIEF APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY FIRE DEPARTMENT. TOOELE CITY FIRE CHIEF</p>	<p>PARKS DEPARTMENT APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PARKS DEPARTMENT. TOOELE CITY PARKS DEPARTMENT</p>
<p>CITY ATTORNEY APPROVED AS TO FORM THIS _____ DAY OF _____, 20____ TOOELE CITY ATTORNEY</p>	<p>CITY ENGINEER APPROVED AS TO FORM THIS _____ DAY OF _____, 20____ TOOELE CITY ENGINEER</p>	<p>COMMUNITY DEVELOPMENT APPROVAL APPROVED AS TO FORM ON THIS _____ DAY OF _____, A.D. 20____ TOOELE CITY COMMUNITY DEVELOPMENT</p>	<p>COUNTY RECORDER REVIEWED THIS _____ DAY OF _____, 20____ BY THE TOOELE COUNTY RECORDER AS TO DESCRIPTION OF RECORD. TOOELE COUNTY RECORDER</p>	<p>CITY COUNCIL APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY COUNCIL. CHAIRMAN TOOELE CITY COUNCIL</p>	<p>PLANNING COMMISSION APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PLANNING COMMISSION. ATTEST:</p>	

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

LEGEND

	SECTION CORNER	PU&DE	PU&DE= PUBLIC UTILITY & DRAINAGE EASEMENT
	EXISTING MONUMENT	---	EASEMENTS
	PROPOSED MONUMENT	---	PROPERTY LINE
	EXISTING REBAR AND CAP	---	ADJACENT RIGHT OF WAY
	SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."	---	ADJACENT PROPERTY LINE
		---	SECTION QUARTER
		---	TANGENT LINE

FINAL PLAT
FORD PERFORMANCE RACING SCHOOL SUBDIVISION
(VACATING AND AMENDING LOTS 2, 3, AND 4 OF ORISTRUTS SUBDIVISION AMENDED)
LOCATED IN THE SOUTH HALF OF THE
NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3
SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold License 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 lots and streets, together with easements, hereafter to be known as Oristruts Subdivision Amendment 2 and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

A parcel of land, situate in the South half of the Northwest Quarter of Section 10, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele, Utah, more particularly described as follows:

All of Lots 2, 3, and 4, Oristruts Subdivision Amended as recorded and on file in the Tooele County Recorder's Office as Entry #551227, more particularly describes as follows:

Beginning at a point on the north line of 2400 North Street, said point being North 0°25'28" West 42.00 feet along the Quarter Section line and South 89°41'08" West 327.19 feet along the said north line of 2400 North Street from the found monument representing the Center of Section 10, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South 89°41'08" West 652.66 feet along the said north line of 2400 North Street;

thence North 300.34 feet;

thence North 89°41'03" East 652.66 feet;

thence South 300.35 feet to the said north line of 2400 North Street and to the Point of Beginning.

Parcel contains 196,020 square feet or 4.50 acres, 1 parcel.

August 22, 2022
Date
Douglas J. Kinsman
License No. 334574

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned are the owner(s) of the heron described tract of land and hereby cause the same to be divided into lots together with easements as set forth hereinafter to be known as:

FORD PERFORMANCE RACING SCHOOL SUBDIVISION (VACATING AND AMENDING LOTS 2, 3, AND 4 OF ORISTRUTS SUBDIVISION AMENDED)

The undersigned owner(s) hereby convey to Tooele City and to any and all public utility companies providing service to the heron described tract a perpetual, non-exclusive easement over the public street and public utility and drainage easements shown on this plat, the same to be used for drainage and for the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner(s) also hereby convey any other easements as shown to the parties indicated and for the purpose shown hereon.

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

Off Road Innovations, Inc.
By: Mark Andrew Jensen, President CEO

Off Road Innovations, Inc.
By: Marie Jensen, Vice President Corporate Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
County of Tooele

J.S.S.

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

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY.

NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
County of Tooele

J.S.S.

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

MY COMMISSION EXPIRES: _____

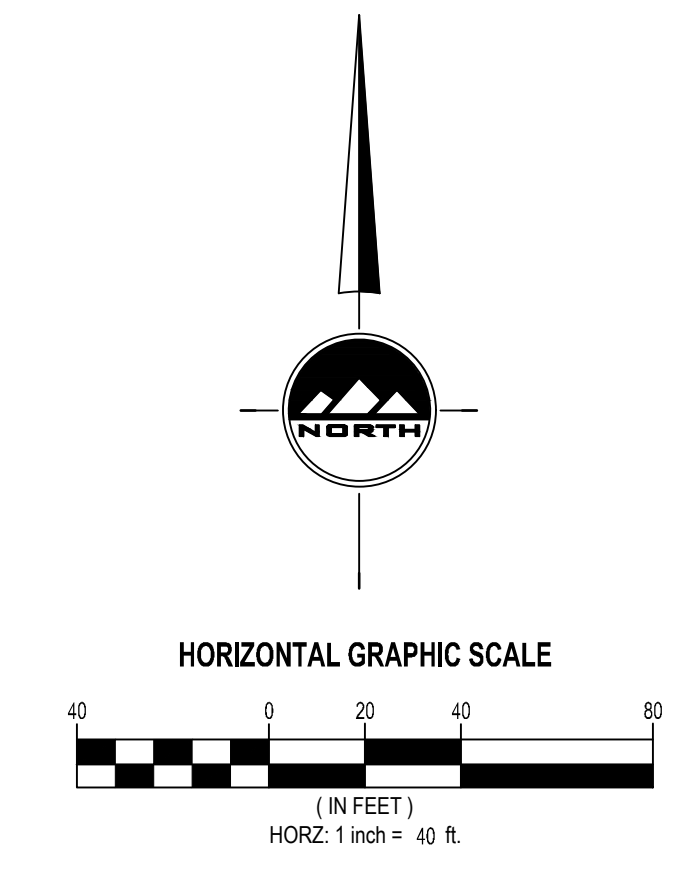
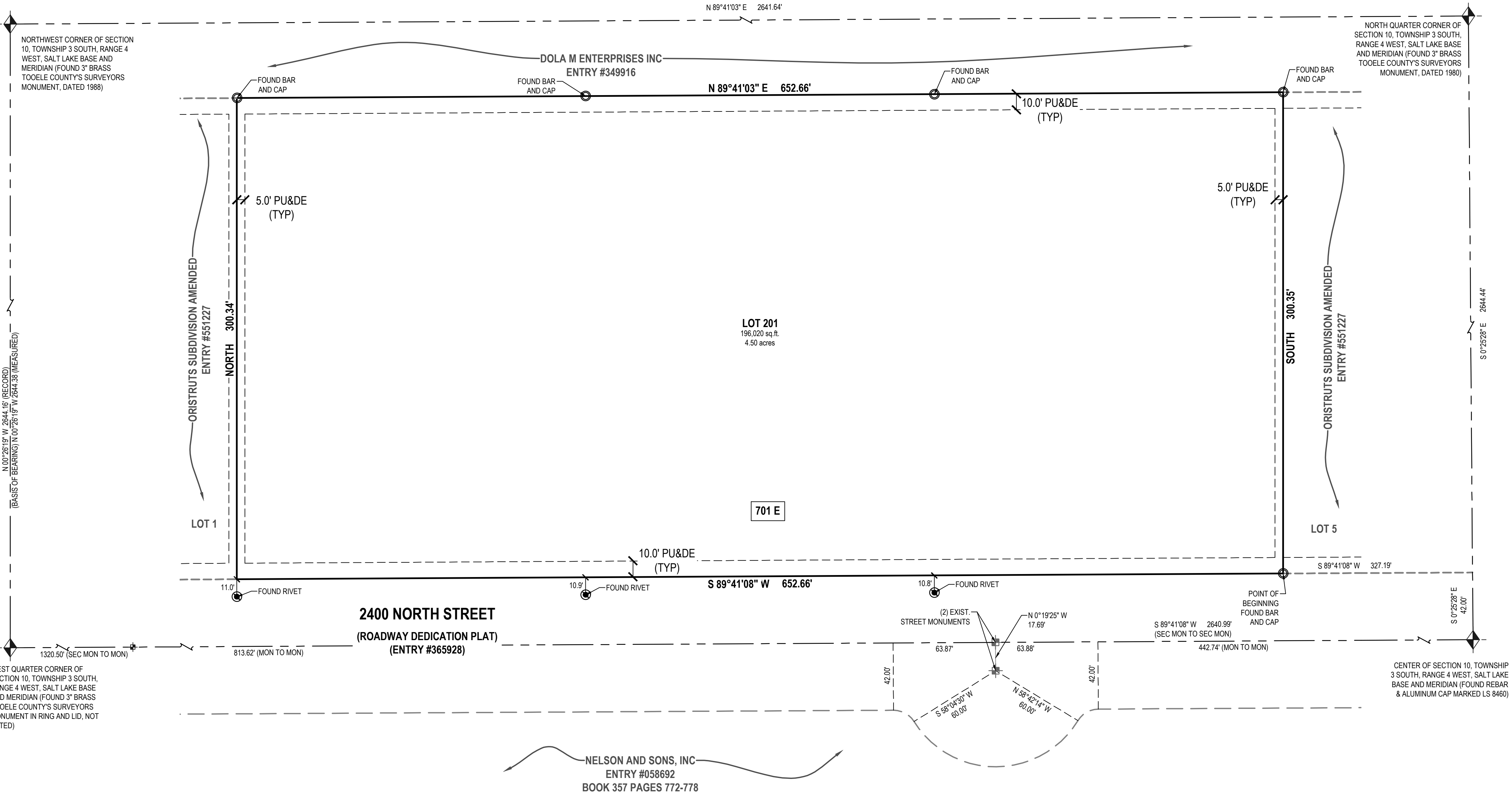
RESIDING IN _____ COUNTY.

NOTARY PUBLIC

FORD PERFORMANCE RACING SCHOOL SUBDIVISION (VACATING AND AMENDING LOTS 2, 3, AND 4 OF ORISTRUTS SUBDIVISION AMENDED)

LOCATED IN THE SOUTH HALF OF THE
NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3
SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH

	TOOELE 159 North Main Street Unit 1 Tooele, Utah 84074 Phone: 435-843-3590 Fax: 435-578-0108	SALT LAKE CITY Phone: 801-255-0529 LAYTON Phone: 801-561-1100 CEDAR CITY Phone: 435-865-1463 RICHFIELD Phone: 435-866-2983	SHEET 1 OF 1
	WWW.ENSGNENG.COM		PROJECT NUMBER: T1200J MANAGER: D. KINSMAN DRAWN BY: T. HUSSEY CHECKED BY: D. KINSMAN DATE: 5/25/2022



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-803(4)(C)(II) 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:

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(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS

(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR

(4) ANY OTHER PROVISION OF LAW.

APPROVED THIS _____ DAY OF _____, 20____.

ROCKY MOUNTAIN POWER

BY _____

TITLE _____

DOMINION ENERGY

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE 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 1-800-366-8532.

NOTE:
1. EACH LOT WILL BE REQUIRED TO PROVIDE ONSITE STORM WATER DETENTION / RETENTION PER TOOELE CITY CODE.

APPROVED THIS _____ DAY OF _____, 20____.

BY _____

DOMINION ENERGY

TITLE _____

CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 20____.

BY THE TOOELE CITY COUNCIL.

CHAIRMAN TOOELE CITY COUNCIL

DEVELOPER
COOK BUILDERS
1231 1300 W STE A
CENTERVILLE, UT 84014
AUSTIN ANDERSEN
801-462-7362

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____.

BY THE TOOELE CITY ENGINEER

TOOELE CITY ENGINEER

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____.

BY THE TOOELE CITY ATTORNEY.

TOOELE CITY ATTORNEY

COMMUNITY DEVELOPMENT APPROVAL

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

TOOELE CITY COMMUNITY DEVELOPMENT

COUNTY SURVEY DEPARTMENT

APPROVED THIS _____ DAY OF _____, 20____.

BY THE TOOELE COUNTY SURVEY DEPARTMENT.

RECORD OF SURVEY FILE # 2021-0026 & 2006-0027-01

TOOELE COUNTY SURVEY DIRECTOR

COUNTY TREASURER APPROVAL

APPROVED THIS _____ DAY OF _____, 20____.

BY THE TOOELE COUNTY TREASURER.

TOOELE COUNTY TREASURER

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____.

BY THE TOOELE CITY PLANNING COMMISSION.

CHAIRMAN TOOELE CITY PLANNING COMMISSION

COUNTY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____, 20____.

BY THE TOOELE COUNTY HEALTH DEPARTMENT.

TOOELE COUNTY HEALTH DEPARTMENT

TOOELE COUNTY RECORDER

RECORDED # _____

STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE

REQUEST OF: _____

DATE: _____ TIME: _____

FEES _____

TOOELE COUNTY RECORDER

STAFF REPORT

December 8, 2022

To: Tooele City Planning Commission
Business Date: December 14, 2022

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Western Acres Phase 2A – Preliminary Subdivision Plan Request

Application No.: P22-601
Applicant: Mike DeCarlo, representing DR Horton
Project Location: Approximately 1800 North 300 East
Zoning: MR-16 PUD Multi-Family Residential Zone
Acreage: 11.4 Acres (Approximately 496,584 ft²)
Request: Request for approval of a Preliminary Subdivision Plan in the MR-16 PUD Multi-Family Residential zone regarding the creation of 121 residential lots for town homes, the creation of the associated limited common areas and the creation of common areas.

BACKGROUND

This application is a request for approval of a Preliminary Subdivision Plan for approximately 11.4 acres located approximately 1800 North 300 East. The property is currently zoned MR-16 PUD Multi-Family Residential. The applicant is requesting that a Preliminary Subdivision Plan be approved to allow for the development of the currently vacant site as residential town homes. The Preliminary Subdivision Plan begins the process of subdividing the property into individual lots for private ownership, limited common areas such as driveways and patios and common areas such roads, storm water detention basins and open space

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the High Density Residential land use designation for the subject property. The property has been assigned the MR-16 PUD Multi-Family Residential zoning classification, supporting approximately sixteen dwelling units per acre. The MR-16 PUD Multi-Family Residential zoning designation is identified by the General Plan as a preferred zoning classification for the High Density Residential land use designation. Properties located to the north of Phase 2A are zoned LI Light Industrial and MR-16 PUD (Phase 1 of Western Acres). Properties to the east and south are zoned MR-16 PUD and are also part of the Western Acres development. Properties to the west are zoned GC General Commercial but are utilized as the legally non-conforming Overpass Point mobile home park. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Site Plan Layout. The preliminary subdivision plan follows the exact same layout as the site plan as the site plan is that which dictates where the lots for each town house will be located. Phase 2A of the Western Acres development picks up where Phase 1 ended and is sandwiched between Phase 1 to the east, Pine Canyon Road and Overpass Point to the west. All accesses to Pine Canyon Road are constructed with Phase 1 so Phase 2A is proposing no new accesses to public streets and will connect to

existing stubs provided in Phase 1. All streets within the development are proposed to be private roads, owned and maintained by the development.

Subdivision Layout. The subdivision plat creates 121 new lots for individual private ownership. These lots are the same size as the footprint of the town home that will be constructed above. There are three types of townhomes proposed for this development. Some will be rear loaded townhomes, that majority will be front loaded townhomes and a few more will be townhomes without a garage. The lots range in size from 680 square feet up to 1,078 square feet depending upon the style of town house constructed thereon. There are no lot size minimum restrictions in the MR-16 zoning district in order to facilitate the construction of privately owned townhomes such as these.

The subdivision plat also defines the areas that will be considered limited common areas. These areas are owned and maintained by the development but are limited in use to the adjacent town houses. These limited common areas are delineated on the preliminary plat by a crossing hatch pattern and are typically in front of the townhomes and behind the townhomes as driveways and patios, respectively.

The remaining area, delineated on the preliminary plat in white, non-hatched areas are the roads, detention basins, and common open space areas. These areas will be owned and maintained by the development.

The Middle Canyon drainage runs north to south along the west side of Phase 2A, immediately adjacent to Overpass Point mobile home park. DR Horton is improving this drainage to accommodate the new development, install a trail and vehicle maintenance path and other improvements to ensure proper flood control through this area. Alterations to the flood plain are reviewed by Tooele City but are also reviewed and approved by FEMA of the Federal Government. The applicant is working through these approvals with FEMA.

It should also be noted that the preliminary subdivision plan follows closely and adheres to the overall PUD design for the Western Acres Development as approved by the City Council. The PUD overlay does provide exceptions and changes to unit size, setbacks and architecture but has no impact upon the lots, lot sizes, etc.

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 comment:

1. Other than some minor differences to road alignment and unit placement the preliminary subdivision plan follows the overall approved PUD document and also matches the site plan.

Engineering and Public Works Divisions Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Site Plan Design Review submission and have issued a recommendation for approval for the request with the following proposed condition:

1. The flood plain shall be completed and accepted by FEMA prior to Phase 2A Final

Subdivision Plat approval.

Tooele City Fire Department Review. The Tooele City Fire Department has completed their review of the Site Plan Design Review 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 Mike DeCarlo, representing DR Horton, application number P22-601, 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.
5. That the flood plain shall be completed and accepted by FEMA prior to Phase 2A Final Subdivision Plat approval.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Master Plan.
2. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
3. The proposed development plans meet the requirements and provisions of the Tooele City Code.
4. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
5. The proposed development conforms to the general aesthetic and physical development of the area.
6. The public services in the area are adequate to support the subject development.
7. Other than some minor differences to road alignment and unit placement the preliminary subdivision plan follows the overall approved PUD document and also matches the site plan.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Western Acres Phase 2A Preliminary Subdivision Plan Request by Mike DeCarlo, representing DR Horton, application number P22-601, based on the findings and subject to the conditions listed in the Staff Report dated December 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 Western Acres Phase 2A Preliminary Subdivision Plan Request by Mike DeCarlo, representing DR Horton, application number P22-601, based on the following findings:”

1. List findings...

EXHIBIT A

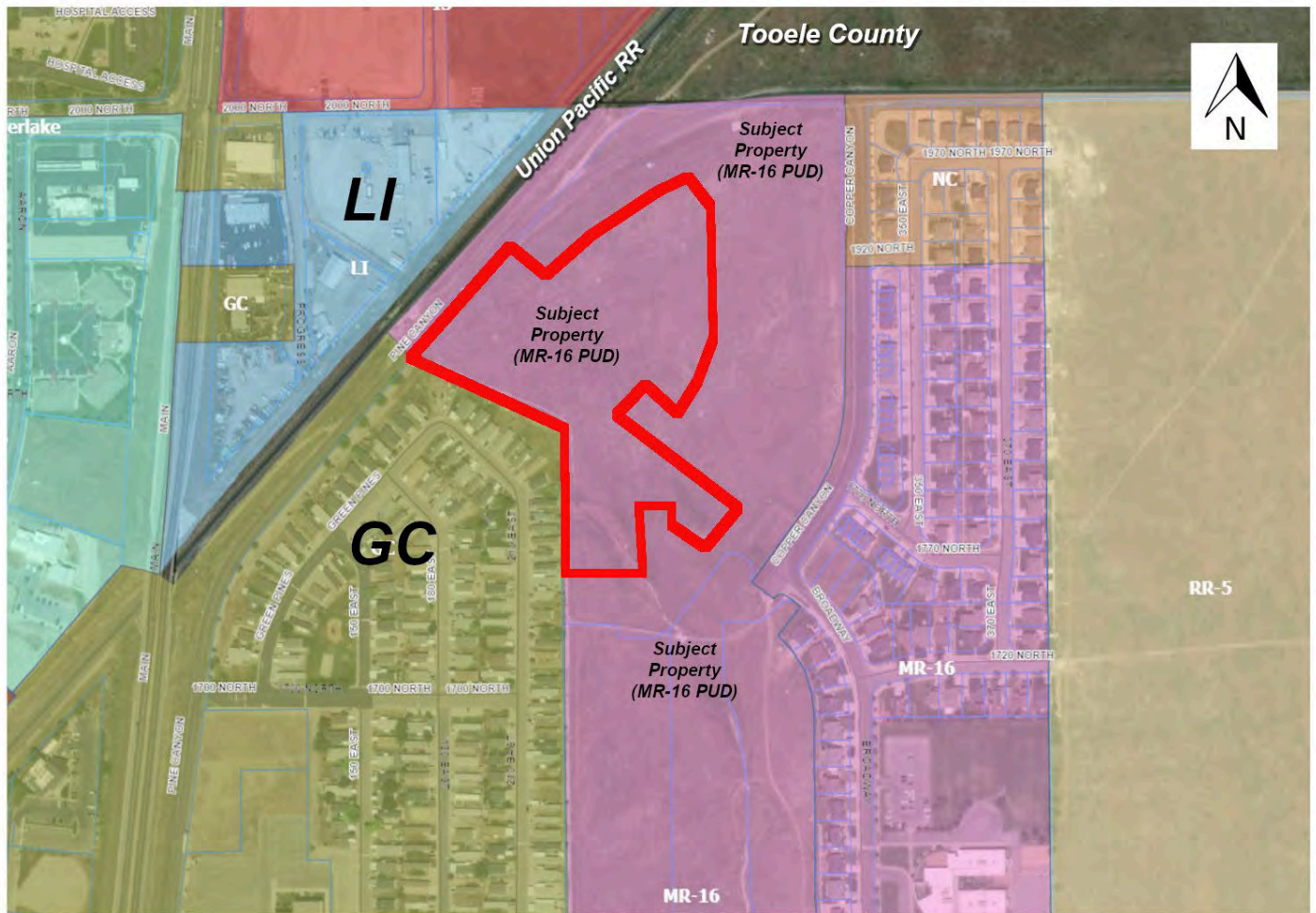
**MAPPING PERTINENT TO THE WESTERN ACRES PHASE 2A PRELIMINARY
SUBDIVISION PLAN**

Western Acres Phase 2A Preliminary Subdivision Plan



Aerial View

Western Acres Phase 2A 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.

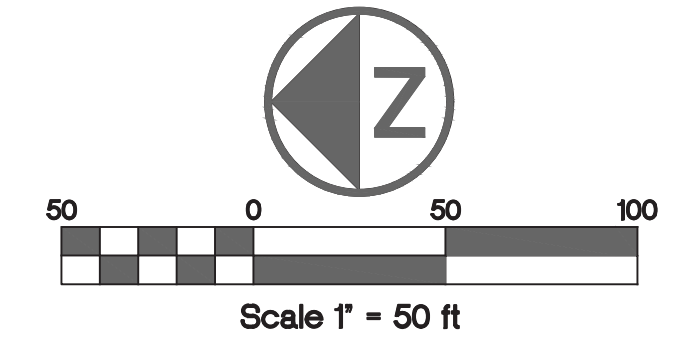
Project Information											
Date of Submission:	5/24/22	Submittal #:	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	Zone:	MR-16	Acres:	11.436	Parcel #(s):	02-123-0-0033	22-601	
Project Name:	Western Acres Phase 2a										
Project Address:	2000 N Copper Canyon Dr										
Project Description:	PUD Townhomes					Phases:	Phase 2a		Lots:	121	
Property Owner(s):	Gmobl Western Acres LLC					Applicant(s):	DR Horton				
Address:	181 South 750 West					Address:	12351 Gateway Park Place, Suite D-100				
City:	North Salt Lake		State:	UT		Zip:	84054		City:	Draper	
Phone:	801.298.2988		Email:	ajgreen@gmobl.com		Phone:	801-571-7101		Email:	klkinder@drhorton.com	
Contact Person:	Korey Kinder Mike DeCarlo					Address:	12351 Gateway Park Place, Suite D-100				
Phone:	385-226-2393 / 801.870.4483					City:	Draper		State:	UT	
Cellular:			Fax:	801.298.2697		Email:	klkinder@drhorton.com				
Engineer & Company:	Wilding Engineering					Surveyor & Company:	Same as Engineer				
Address:	14721 S. Heritage Crest Way					Address:					
City:	Bluffdale		State:	UT		City:			State:		
Phone:	801.553.8112		Email:	mcarlton@wildingengineering.com		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:	Comments Returned: Date:		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		

PRELIMINARY PLAT WESTERN ACRES TOWNHOMES PHASE 2A

A RESIDENTIAL SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 15 AND THE
NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE
4 WEST, SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH
SHEET 2 OF 3



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

2640.29' (CALC COR-TO-COR)

NORTHWEST CORNER OF SECTION
15, TOWNSHIP 3 SOUTH, RANGE
4 WEST SALT LAKE BASE AND
MERIDIAN
(FOUND 1989 TOOELE COUNTY
BRASS CAP MONUMENT)
N: 7375752.07
E: 1419943.96

S00°01'31"E 2631.31' (MEASURED MON TO MON)
S00°01'31"E 664.44' (TIE)

MONUMENT	BORING	EASTING
A	7375750.81	1420000.88
B	737468.83	1420057.27
C	737453.57	1420088.70

EAST QUARTER OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
(FOUND 1982 TOOELE COUNTY BRASS
CAP MONUMENT)
N: 7373131.41
E: 1425238.70

BASIS OF BEARINGS
N89°53'05"E 5293.60'
(MEASURED MON TO MON)

WEST QUARTER OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
(FOUND 1982 TOOELE COUNTY BRASS
CAP MONUMENT)
BENCHMARK: 4820.53'
N: 7373120.76
E: 1419945.12

LEGEND

- FOUND SECTION CORNER — SECTION LINE
- SET 24" x 5/8" REBAR AND CAP (WILDING ENGINEERING) (BOUNDARY LINE)
- STREET MONUMENT — ROW CENTERLINE
- PUBLIC UTILITY EASEMENT
- ADJACENT PROPERTY / ROW LINE
- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

WESTERN ACRES TOWNHOMES PHASE 2A
A RESIDENTIAL SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 15,
AND THE NORTHEAST QUARTER OF SECTION 16,
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE
AND MERIDIAN
SHEET 2 OF 3



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

- NOTE:
- GUEST PARKING REQUIREMENT CALCULATED AS 121 UNITS/4= 30 PARKING SPACES REQUIRED. PARKING SPACES IN PHASE 2A= 122.
 - ALL BEARINGS OUTSIDE OF THE PLATTED BOUNDARY ARE TO BE VERIFIED BY REFERENCING THE VARIOUS DOCUMENTS WHICH ESTABLISHED THESE LINES. THEY ARE PROVIDED ON THIS PLAT FOR CONVENIENCE ONLY.
 - ALL PRIVATE RIGHT OF WAYS, COMMON AREAS, AND LIMITED COMMON AREAS ARE ALSO DEDICATED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
 - LANDSCAPE AREA FOR THE PURPOSE OF WATER RIGHTS CALCULATIONS IS 2.812 ACRES.

G:\DATA\19195 DR Horton\Western Acres\Phase 2 Prelim\Western Acres Phase 2A Plat-PRELIM.dwg
PLOT DATE: Jun 27, 2022

TOOELE CITY CORPORATION

ORDINANCE 2022-44

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 3-3-1 TO ADOPT APPENDICES F AND H OF THE INTERNATIONAL FIRE CODE.

WHEREAS, Tooele City has adopted the most current edition of the International Fire Code, as has the State of Utah, including Appendices B, C, and D; and,

WHEREAS, in order to better protect the life, health, and welfare of persons and property in Tooele City, the TCFD Fire Chief and Fire Marshall recommend that the City Council adopt Appendices F and H, dealing, in part, with the storage and handling of hazardous materials:

NOW, THEREFORE, BE IT ORDAINED that Tooele City Code Section 3-3-1 is hereby amended to reflect the adoption of Appendices F and H of the International Fire Code.

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

TOOELE CITY CORPORATION

RESOLUTION 2022-105

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH PGA&W ARCHITECTS FOR FIRE STATION #3.

WHEREAS, Tooele City has acquired property on 1000 North Street for a Fire Station #3; and,

WHEREAS, on August 18, 2021, the City Council approved Resolution 2021-83, authorizing the Center for Public Safety Management LLC to conduct a comprehensive fire study; and,

WHEREAS, on May 4, 2022, the City Council approved Resolution 2022-39, adopting the comprehensive fire study, one recommendation of which was to construction Station #3; and,

WHEREAS, Tooele City has selected PGA&W Architects to design and manage the construction of Station #3, as provided in the attached AIA agreement (attached as Exhibit A); and,

WHEREAS, prompt design and construction of Station #3 is in the best interest of the health, safety, and welfare of Tooele City and its residents and businesses:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with PGA&W Architects, in the general form as attached in Exhibit A, is hereby approved, and that the Mayor is hereby authorized to execute the same and to pay all claims made thereunder.

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

Architect Agreement

DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « 15 » day of « December » in the year «2022 »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

TOOELE CITY
90 N Main Street
Tooele, UT 84074

and the Architect:
(Name, legal status, address and other information)

PGA&W Architects
5263 Commerce Drive
Murray Utah 84107

for the following Project:
(Name, location and detailed description)

Design of a new fire station located at 145 East 1000 North, Tooele Utah.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

a new fire station located at 145 East 1000 North, Tooele Utah. Scope of work is to design an approximately 15,000 sq. ft. new station with 3 fire truck bays, a separate garage, 6 offices, exercise and training areas, kitchen and dayroom, laundry facilities, and 8 living quarters

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$4,000,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

December 2022

.2 Construction commencement date:

April 2023

.3 Substantial Completion date or dates:

April 2024

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Matt McCoy Fire Chief Fire Marshall
90 N Main Street
Tooele, UT 84074

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

GSH

.2 Civil Engineer:

Mike Kournianos
PGA&W Architects
5263 Commerce Drive
Murray Utah 84107

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« Fire Sprinkling »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Kris Pasker
PGA&W Architects
5263 Commerce Drive
Murray, UT 84107

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

BHB CONSULTING ENGINEERS
2766 South Main Street
Salt Lake City, Utah 84115
(801) 355-5656 fax (801) 355-5950

.2 Mechanical Engineer:

DL JENSEN & ASSOCIATES
547 West 500 South, Suite #140
Bountiful, Utah 84010
(801)294-9299 fax 801-294-9399»

.3 Electrical Engineer:

JT ELECTRICAL ENGINEERING
4303 South 590 West
Murray, UT 84123
385-249-5551

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million (\$2,000,000) for each occurrence and four million (\$4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$1,000,000) each accident, one million, (\$1,000,000) each employee, and one million (\$1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$2,000,000) per claim and four million (\$4,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with

the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2** issue Certificates of Substantial Completion;
- .3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	
§ 4.1.1.21 Telecommunications/data design	

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 one (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 weekly (56) visits to the site by the Architect during construction
- .3 periodic inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these

costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

If this agreement is terminated or cancelled as provided herein, Tooele City shall calculate and pay PGA&W Architects based on actual services satisfactorily performed and benefit received.

Schedule of work as completed:

Phase I Schematic Design	15%
Phase II Design Development	20%
Phase III Construction Documents	40%
Phase IV Bidding Packages	5%
Phase V Construction	15%
Phase VI As-built Documents	5%

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Architect agrees to re-use a previous design. Therefore, the design fee will be 2 1/5% of the current construction cost.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall

survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Five 5 % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten percent	(10%)
Design Development Phase	Fifteen percent	(15%)
Construction Documents Phase	Fifty percent	(50%)
Procurement Phase	Five percent	(5%)
Construction Phase	Twenty percent	(20%)
Total Basic Compensation	One hundred percent	100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Principal Architect	\$200.00/hr
Project Architect	\$150.00/hr
Senior Cad Draftsman	\$125.00/hr
Clerical	\$ 65.00/hr

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ten thousand (\$10,000) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of PGA&W shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

- [] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name, title, and license number, if required)

Kris Pasker, President

TOOELE CITY CORPORATION

RESOLUTION 2022-97

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING PAYMENT OF A FEE-IN-LIEU OF WATER RIGHTS CONVEYANCE FOR GARDNER BATT TOOELE LAND HOLDINGS, LLC.

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

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

WHEREAS, on May 18, 2022, the City Council approved Resolution 2022-29, adopting an updated fee-in-lieu of water rights conveyance policy referred to in TCC 7-26-2(2), with an effective date of June 1, 2022 (with the original policy being adopted in 2007) (see the June 1 policy attached as Exhibit B); and,

WHEREAS, the June 1 policy encourages the consideration of at least the following factors in considering requests to pay the fee-in-lieu:

- The number of acre-feet of water rights requested.
- The availability of City-owned water rights and corresponding water sources.
- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the development is anticipated to generate.
- The amount of property tax the development is anticipated to generate.
- The anticipated environmental, social, and community impacts of the development.

WHEREAS, the City Council retains sole and exclusive legislative discretion in deciding to allow the payment of the fee-in-lieu; and,

WHEREAS, Tooele City received from Gardner Batt Tooele Land Holdings, LLC (“Gardner Batt”) a letter dated October 18, 2022, requesting the allocation of City-owned

municipal water rights to the Gardner-Batt Development project, or, in other words, requesting to pay the fee-in-lieu rather than convey water rights (the “Development”); and,

WHEREAS, the City Council’s authorization allowing Gardner Batt to pay to Tooele City a fee in lieu of conveying up to 20 acre-feet of municipal rights is conditioned upon Gardner Batt obtaining City approval of a site plan, City approval of a first building permit, and commencement of vertical construction of a first building within two years of the date of approval of this Resolution, unless the City Council, in its sole discretion, decides in a public meeting to extend this two-year deadline or modify these conditions; and,

WHEREAS, the Development will consist of the construction of three industrial concrete tilt-up buildings, with the tenants currently being unknown. Gardner Batt will solicit this building to distribution occupiers who use minimal water; and,

WHEREAS, Gardner Batt’s proposal addresses the policy considerations identified above and in the June 1 policy in the following ways:

- Gardner Batt is requesting 20 acre-feet of water.
- Gardner Batt has committed to recruiting only low-water users such as warehouse users.
- Provides water for Phase 1 (see Exhibit A) that is anticipated to spur additional commercial development and community benefit.
- Construction of one 161,000 square foot building, one 171,500 square foot building, and one 23,800 square foot building.
- Demonstrates that Gardner Batt is willing to reduce outdoor landscaping water needs as possible within city code.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the legislative policies and considerations discussed above, the City Council hereby finds that the request of Gardner Batt complies fully with the City Council’s June 1, 2022, policy, and hereby authorizes the payment of the fee-in-lieu of water rights in place of conveyance of 20 acre-feet of municipal water rights, for the fee amount established in the June 1 policy of \$35,000 per acre-foot.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

October 18, 2022, Letter
Gardner Batt

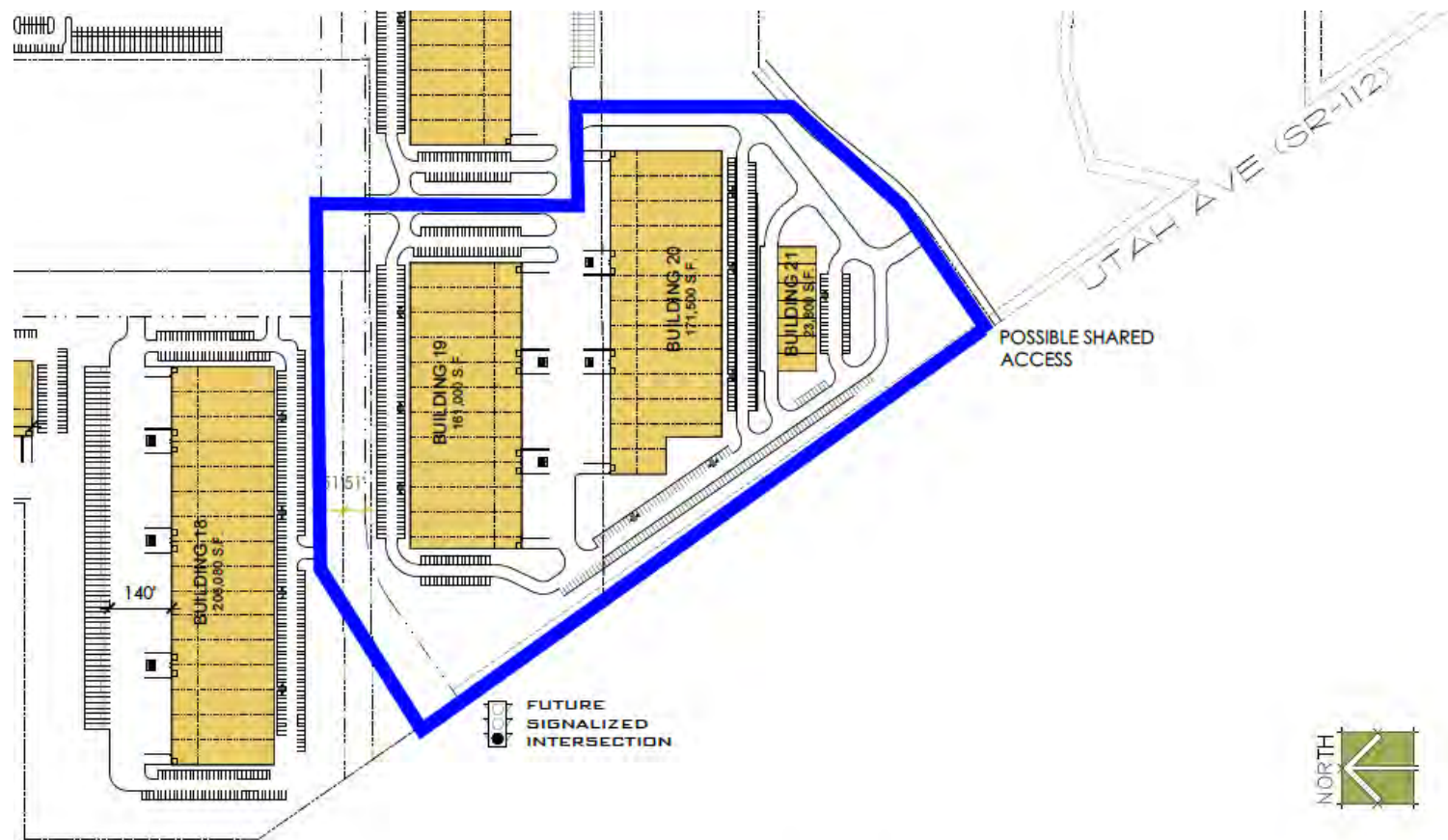
Tooele Water Rights

Informational

December 2022

PHASE 1

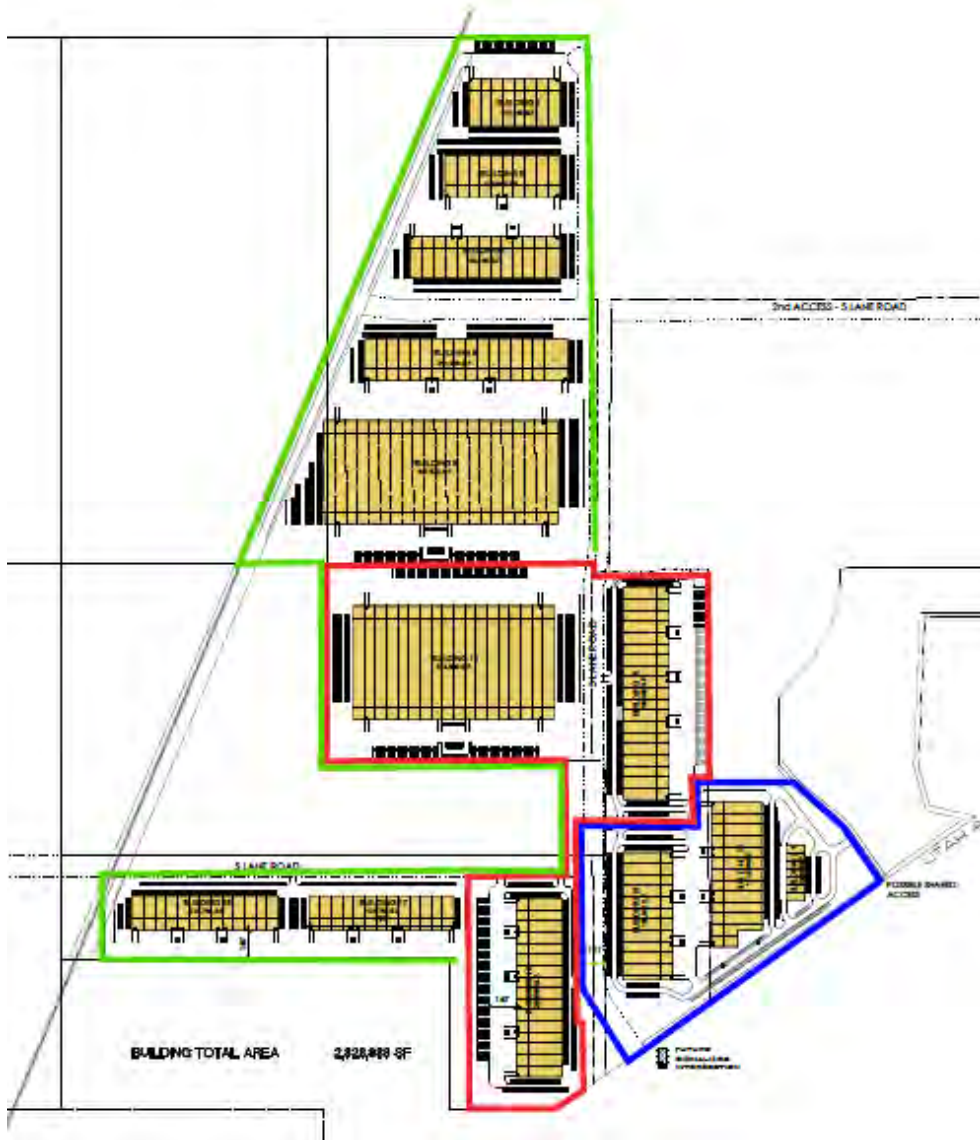
SITE PLAN



- **Initial Building (161,000sf)** - Development will start from the left to right with the initial building consisting of 161,000sf. Necessary water shares, per current requirements are 9-acre feet.
- **Phase 1 (356,300sf)**– Development will proceed with the other two buildings requiring a total of 20-acre feet.

PHASE 1-3

SITE PLAN



Phase 1 –

356,300 building square feet
20 acre-feet

Phase 2 –

1,018,980 building square feet
60 acre-feet

Phase 3 –

1,452,648 building square feet
80 acre-feet

Approximately half of all water requirement is from irrigational use.

The requested water rights are based on minimal water usage for industrial buildings. Simply bathrooms and drinking water only. If there is a tenant that needs more water, Gardner Batt will have to request additional rights from the city and allow for deal specific approvals.



GARDNER BATT

**423 West Broadway, Suite 230
Salt Lake City, Utah 84101**

October 18, 2022

Water Request Letter for GB Tooele Land Holdings, LLC

Dear Mayor Debbie Winn,

Gardner Batt, as the managing partner in GB Tooele Land Holdings, would like to request 14.22 acre-feet of water from the City of Tooele for an industrial development within city limits. The current site plan, contained in **Exhibit A**, is located on the east side of SR-112, and north of the Bolinder mining operations. The proposed site will consist of a 154,000 square foot industrial concrete tilt-up building, with the tenant currently being unknown. Gardner Batt will be soliciting this building to distribution occupiers. The distribution user will use minimal water, and the water being requested is for drinking and landscaping. Per the water request and calculation, 8.28 acre-feet is being requested for drinking water and 5.94 acre-feet is required for irrigation water. Due to the minimal water along the Wasatch Front, Gardner Batt would like to have conversations with the city to minimize the amount of irrigatable landscaping within the site and bring this water requirement down.

Gardner Batt greatly appreciates the City of Tooele and the opportunity to help grow the community. This initial site is the initial phase of a ~600-acre industrial masterplan that will bring businesses and jobs to the City of Tooele. We are excited to participate in the growth of Tooele and we work together to make this plan a reality. Thank you for your support and we look forward to hearing back from you.

Regards,

Gardner Batt

Michael D. Batt

Jonathan S. Garcke

Exhibit A
Site Plan



Jared Stewart

From: Jake Jackson <jjackson@gardnerbatt.com>
Sent: Thursday, December 1, 2022 2:47 PM
To: Jared Stewart
Subject: Re: Work meeting confirmed
Attachments: Site Concept Plan-2.pdf

Perfect, thank you!

On a side note - we had the civil look at the grading on the site, and it was much different than what we originally thought. This has caused a minor site plan change and the building is 161,000sf now. See attached. I am having our architect make it look nice like the other one, but let me know if this throws a wrench in anything. I am also having my civil calculate the water usage on the first building. It will not be much different than the 14.22, and we might be able to make it work given it is a very similar size.

Jake Jackson | Sr. Associate

423 W. Broadway, Suite 230, Salt Lake City, Utah 84101

760-805-8144

jjackson@gardnerbatt.com

<https://linklock.titanhq.com/analyse?url=http%3A%2F%2Fwww.gardnerbatt.com&data=eJxLtjUzTDMwTDWwtDBJTU5VS7ENyc9PzU11ziyp1Ms vSflLtQ00zHLLKstJj0h2yVMrts3KSkzOLs7PUzUxSE8sSsILLUpKLCnRS87PVsuyzUosSk0pBkqhmVJqm1FSUqBq7Khq5AZE5eXlemiaAYpKL4o%40%40>



On Dec 1, 2022, at 2:22 PM, Jared Stewart <jareds@tooelecitey.org> wrote:

Jake—we are confirmed to discuss Gardner Batt’s water request on the work meeting (5:30PM on December 7th). For your information, I’ve attached the Draft guidelines that we will be discussing with the council just prior to the Gardner Batt request.

Thanks,

Jared

<image001.png>

Jared Stewart | Tooele City Corporation

Economic Development Director | Grant Administrator

90 North Main Street | Tooele, UT | 84074

Ph: (435) 843-2169 | Cell: (801) 834-3858

jareds@tooelecitey.org | <https://tooelecitey.org> | [LinkedIn](#)

<Draft Water Fee in Lieu Guidlines.pdf>

Exhibit B

June 1, 2022, Fee-in-lieu Policy

City Council Policy

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

Effective Date: June 1, 2022

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

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

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

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

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

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

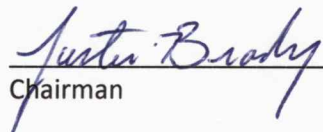
- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the development is anticipated to generate.
- The amount of property tax the development is anticipated to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

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

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

General.

1. The Fee shall be established at \$35,000 per Credit, each Credit being the equivalent of 1.0 acre-foot of municipal water rights.
2. Credits sold pursuant to this Policy shall not exceed a total of 50 acre-feet of municipal water rights in any calendar year without the approval of the City Council.
3. Upon payment of the Fee, the City will indicate such payment on the approved building permit.
4. This Policy shall supersede any prior oral or written policies or practices on the subject of this Policy.
5. Revenues derived from the sale of Credits shall be utilized for the protection of existing water rights and/or the purchase of additional water rights, except that the City Council may authorize the use of such revenues for other Tooele City water-related projects and/or needs upon a finding of good cause.
6. The sale of Water Rights Credits under this Policy is subject to the availability of corresponding water rights, in the sole discretion of Tooele City.


Chairman

TOOELE CITY CORPORATION

RESOLUTION 2022-103

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING AN AGREEMENT WITH ALL-TECH ELECTRIC FOR WORK ON PAVILIONS AT ENGLAND ACRES PARK AND WIGWAM PARK.

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

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

WHEREAS, on August 18, 2021, the City Council approved Resolution 2021-84, approving an agreement with Pine Tree Construction for the Project; and,

WHEREAS, the City has terminated the agreement with Pine Tree Construction, has paid Pine Tree in full satisfaction for its work, and now desires to complete the Project by contracting directly with its own subcontractors, including All-Tech Electric, which has done substantial work on the Project; and,

WHEREAS, a proposed agreement with All-Tech to complete work on the Project is attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement (Exhibit A) with All-Tech Electric for the Project is hereby approved and ratified, in the amount of \$46,665.00.

This Resolution is in the best interest of the health, safety, and general welfare of Tooele City and its residents and visitors, and shall become effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

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

Agreement with All-Tech Electric



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **All-Tech Electric of 318 South 1200 West Tooele, UT 84074**, a(n) **LLC**, (hereinafter “Contractor”) enter into this Agreement on the **28 day of November, 2022** (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
 - Location of the work is at the England Acres Pavilion (861 North 7th Street, Tooele UT) and the Wigwam Pavilion (20 Canyon Road Tooele, UT)
 - Install Electric service and electrical systems as per approved final drawings for the two pavilions.
 - Install all electrical fixtures lights and outlets as per approved drawings
 - Contractor responsible for site cleanup and cooperation with Advance Comfort Solutions for electrical connections to in wall heaters.
 - Installation of Wigwam light poles and external power panel.
 - Contractor will complete all work as originally agreed upon with original agreement with Pine Tree Construction. Change orders will be submitted to Parks Director for approval prior to change order work commencement.
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 **\$46,665.00** 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 **March 31, 2023**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.

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

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

TOOELE CITY CORPORATION

CONTRACTOR

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

Douglas C. Allred
Signature
Print Name/Title: Douglas C. Allred
President 12/5/22

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

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

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

TOOELE CITY CORPORATION

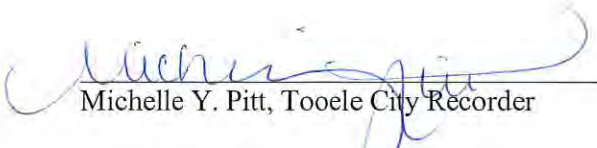
CONTRACTOR



 Debra E. Winn, Tooele City Mayor

 Signature
 Print Name/Title: _____

Attest:



 Michelle Y. Pitt, Tooele City Recorder



Approved as to form:


Roger Evans Baker, Tooele City Attorney

(Revised 06/14/2022)



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: _____

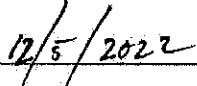
Name: _____ Social Security Number: _____

[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

TOOELE CITY CORPORATION

RESOLUTION 2022-104

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING AN AGREEMENT WITH QUEST MECHANICAL FOR WORK ON PAVILIONS AT ENGLAND ACRES PARK AND WIGWAM PARK.

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

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

WHEREAS, on August 18, 2021, the City Council approved Resolution 2021-84, approving an agreement with Pine Tree Construction for the Project; and,

WHEREAS, the City has terminated the agreement with Pine Tree Construction, has paid Pine Tree in full satisfaction for its work, and now desires to complete the Project by contracting directly with its own subcontractors, including Quest Mechanical, which has done substantial work on the Project; and,

WHEREAS, a proposed agreement with Quest Mechanical to complete work on the Project is attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement (Exhibit A) with Quest Mechanical for the Project is hereby approved and ratified, in the amount of \$36,552.00.

This Resolution is in the best interest of the health, safety, and general welfare of Tooele City and its residents and visitors, and shall become effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

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

Agreement with Quest Mechanical



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Quest Mechanical of P.O. Box 637 Spanish Fork, UT 84660**, a(n) **LLC**, (hereinafter “Contractor”) enter into this Agreement on the **28 day of November, 2022** (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
 - Location of the work is at the England Acres Pavilion (861 North 7th Street, Tooele UT) and the Wigwam Pavilion (20 Canyon Road Tooele, UT)
 - Install all rough in plumbing and plumbing fixtures for all 8-bathroom stalls, 8 toilets, 8 urinals, and 8 lavatory’s, 2 water heaters, as per approved final drawings for the two pavilions.
 - Install 2 drinking fountains, and 2 concession service sinks as per approved final drawings
 - Contractor responsible for site clean-up and cooperation with All-Tech Electric for electrical connections.
 - Verification and training with park staff for function of water heaters, and fixtures.
 - Contractor will complete all work as originally agreed upon with original agreement with Pine Tree Construction. Change orders will be submitted to Parks Director for approval prior to change order work commencement.

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 **\$36,552.00** 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 **March 31, 2023**.

5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.

6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000.

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

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

TOOELE CITY CORPORATION

CONTRACTOR Quest Mechanical Contractors LLC

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

Kevin H. Panken
Signature
Print Name/Title: Kevin H. Panken
OPERATING MEMBER

Attest:



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

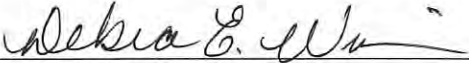
SEAL

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

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

TOOELE CITY CORPORATION

CONTRACTOR



 Debra E. Winn, Tooele City Mayor

 Signature
 Print Name/Title: _____

Attest:

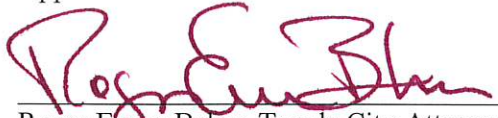




 Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:



Roger Evans Baker, Tooele City Attorney

(Revised 06/14/2022)



**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:

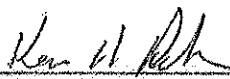
- Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, 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

12/02/22

Date

TOOELE CITY CORPORATION

RESOLUTION 2022-106

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH LEGRAND JENSEN, INC., TO INSTALL A BULK WATER FILL STATION AT THE WATER RECLAMATION FACILITY.

WHEREAS, Tooele City owns and operates a water reclamation facility (aka wastewater treatment plant—the “Plant”), which produces tertiary-level treated reuse water; and,

WHEREAS, due to prolonged drought and the scarcity of culinary water in Tooele City, the City as a general rule does not sell bulk culinary water, but does sell bulk treated reuse water, obtained at the Plant, which is acceptable for most industrial processes; and,

WHEREAS, to efficiently provide treated reuse water to purchasers, an improved bulk water fill station at the Plant is necessary; and,

WHEREAS, following an appropriate competitive bidding process, the City has selected LeGrand Jensen, Inc., to install the bulk water fill station, for a price of \$49,424.00 (exclusive of asphalt preparation and installation, and fencing, which will be installed pursuant to separate agreements):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (attached hereto as Exhibit A) with LeGrand Jensen, Inc., for installation of the bulk water fill station, in the amount of \$49,424.00, is hereby approved, and that the Mayor is hereby authorized to sign the same.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

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

LeGrand Jensen, Inc., Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **LeGrand Jensen Inc. [NAME]** of **895 Upland Dr. Tooele, Utah 84074 [ADDRESS]**, a(n) **company [individual/company type]**, (hereinafter “Contractor”) enter into this Agreement on the _____ day of _____, 2022 (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:

**See attached bid for the bulk water fill station
Excluding asphalt prep, asphalt and fencing**
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 **\$49,424.00** 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. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
 8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
 9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

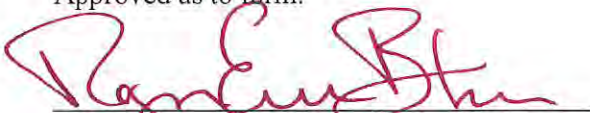
Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:



Roger Evans Baker, Tooele City Attorney



**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.
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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



LEGRAND JENSEN INC

TIMELESS QUALITY
PRICELESS HONESTY

Phone: 435-830-5958

895 Upland dr
Tooele, UT 84074
UT license # 5674719-5501

To: Troy Myer, Tooele city

To start we would like to thank you for the opportunity to bid on your project. Scope of work is as follows.

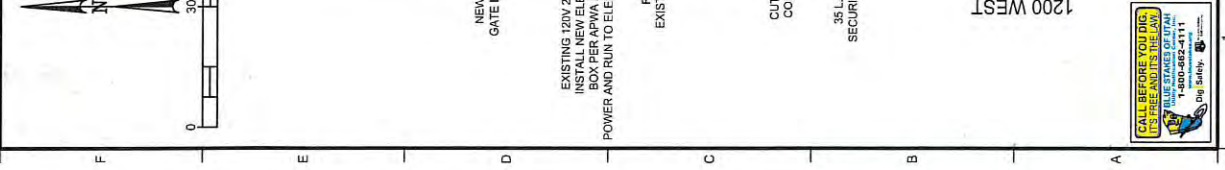
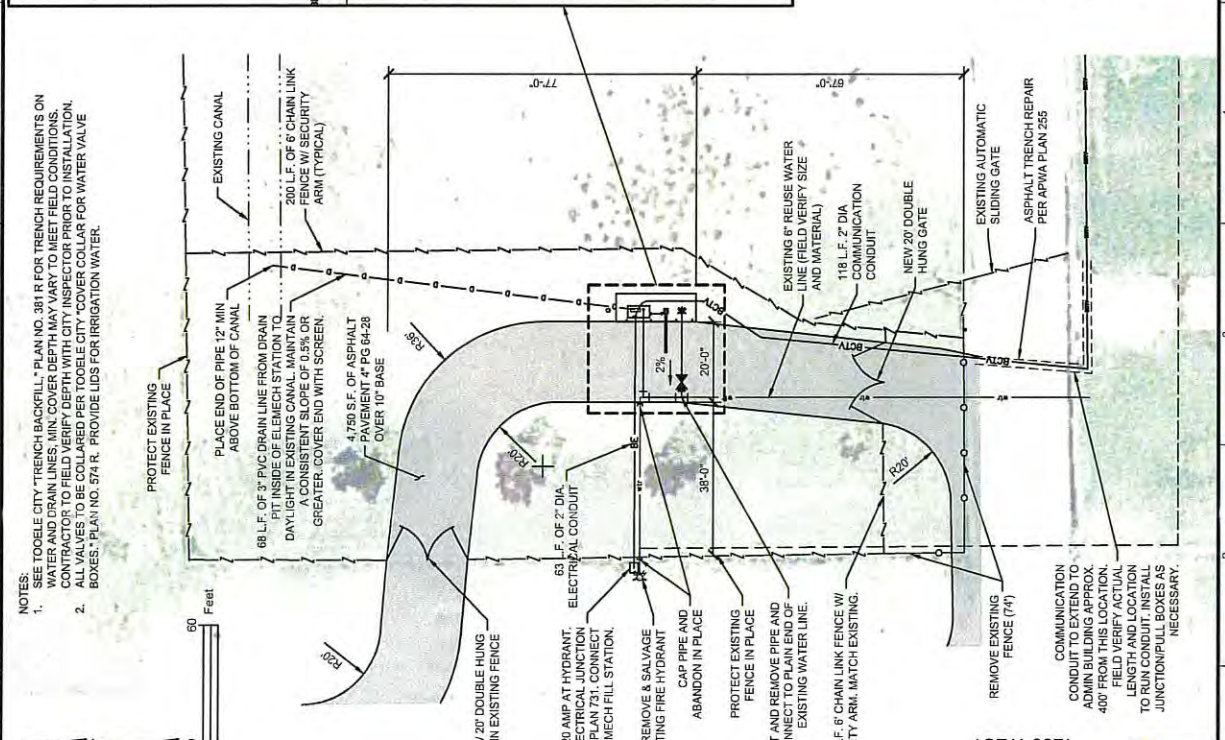
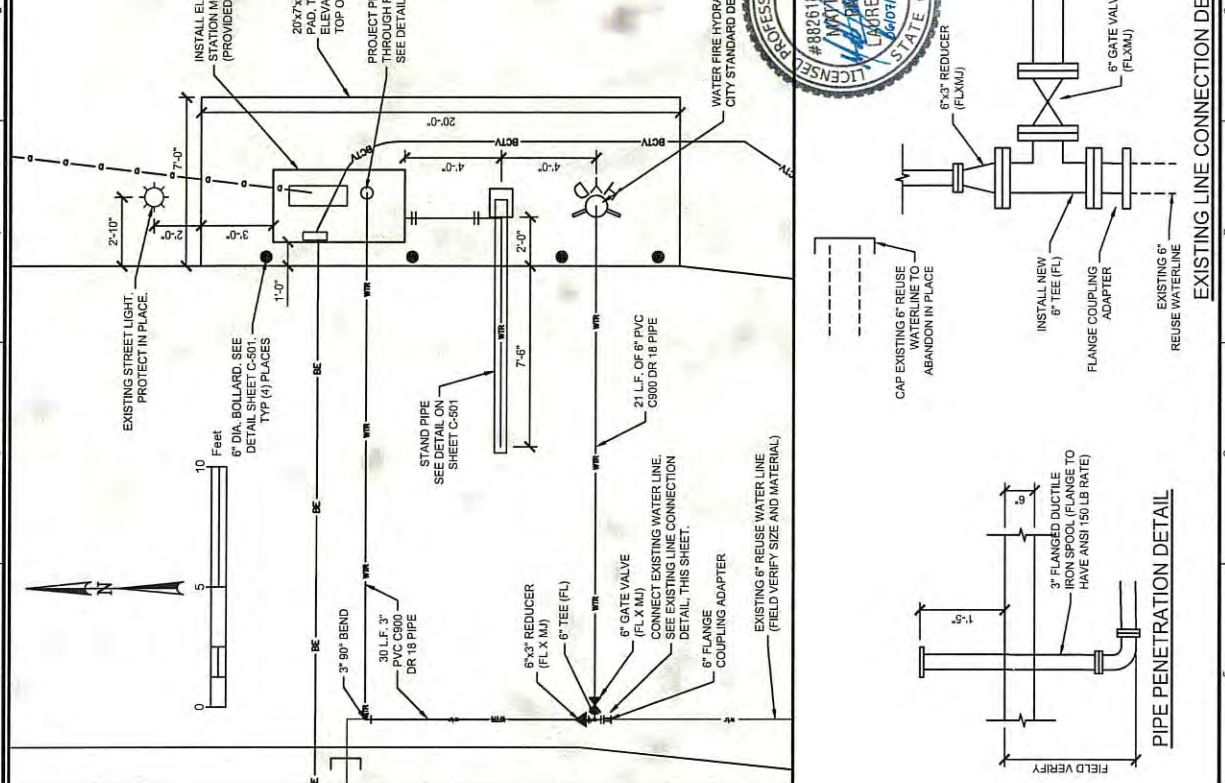
construct Bulk water fill station per plan marked project number 2203-003 excluding asphalt, asphalt prep, and excluding fencing.

Total \$49,424.00

Thanks,
Weston Jensen
Legrand Jensen Inc.

DATE	SCALE	REVISIONS
DATE	SCALE	REVISIONS
DATE	SCALE	REVISIONS
DATE	SCALE	REVISIONS

APPROVED: [Signature]
 PROFESSIONAL ENGINEER
 #8826193-2203
 MYRTHEW
 LAURENDEAU
 06/07/2022
 LICENSED PROFESSIONAL ENGINEER STATE OF UTAH



EXISTING LINE CONNECTION DETAIL
PIPE PENETRATION DETAIL

- NOTES:
- TOOLE CITY TRENCH BACKFILL - PLAN NO. 381 R FOR TRENCH REQUIREMENTS ON WATER AND DRAIN LINES. MIN. COVER DEPTH MAY VARY TO MEET FIELD CONDITIONS. CONTRACTOR TO FIELD VERIFY DEPTH WITH CITY INSPECTOR PRIOR TO INSTALLATION.
 - ALL VALVES TO BE COLLARED PER TOOLE CITY "COVER COLLAR FOR WATER VALVE BOXES" - PLAN NO. 574 R. PROVIDE LIDS FOR IRRIGATION WATER.

1200 WEST
 REMOVE EXISTING FENCE (74)
 COMMUNICATION CONDUIT TO EXTEND TO ADMIN BUILDING APPROX. 400' FROM THIS LOCATION. FIELD VERIFY ACTUAL LENGTH AND LOCATION TO RUN CONDUIT. INSTALL JUNCTION/PULL BOXES AS NECESSARY.
 35 L.F. 6\"/>

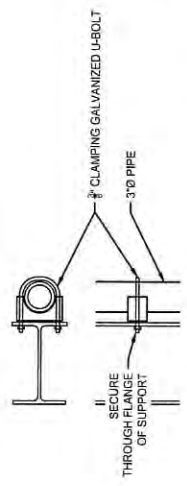
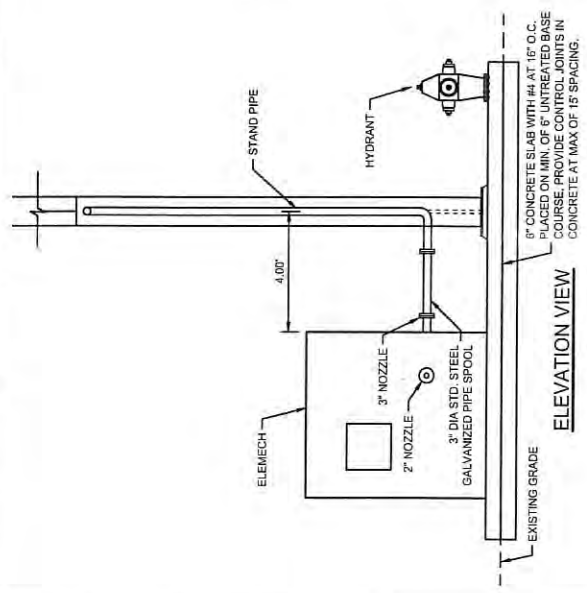
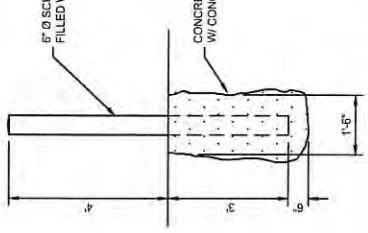
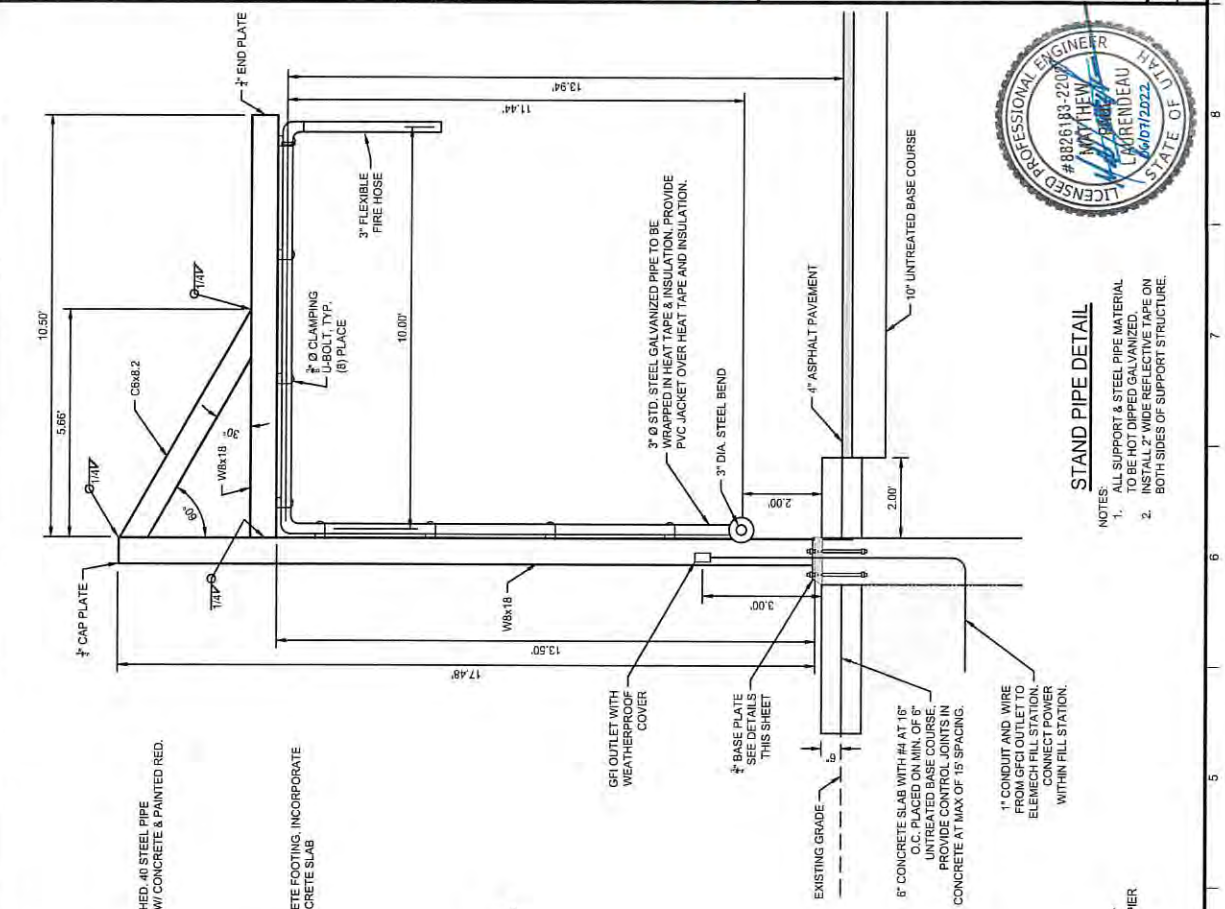
CALL BEFORE YOU DIG
 UTAH
 IT'S FREE AND IT'S THE LAW
 1-800-462-4111
 Dig Safely

PROJECT NUMBER 2203-003	PROFESSIONAL ENGINEER JONES & DEMILLE ENGINEERING, INC. 1800 748 5275 WWW.JONESANDEMLLE.COM	SCALE NONE	DATE 6/7/2022
PROJECT NAME BULK WATER STAND PIPE	PROJECT DESIGN ENGINEER	DWG NAME 11-JPM-2203-003-01-BulkStandPipe	DATE 6/7/2022
TITLE DETAILS	DATE	REVISIONS	REMARKS
TITLE TOOLEE CITY			
TITLE TOOLEE CITY			

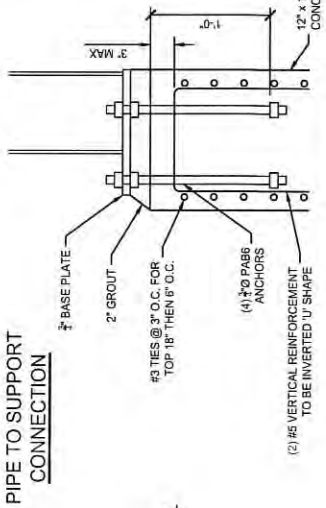


STAND PIPE DETAIL

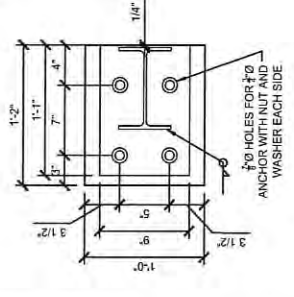
NOTES:
 1. ALL SUPPORT & STEEL PIPE MATERIAL TO BE HOT DIPPED GALVANIZED.
 2. INSTALL 2" WIDE REFLECTIVE TAPE ON BOTH SIDES OF SUPPORT STRUCTURE.



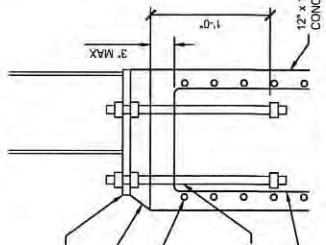
PIPE TO SUPPORT CONNECTION



BASE PLATE DETAIL



CONNECTION DETAIL



TOOELE CITY CORPORATION

ORDINANCE 2022-45

AN ORDINANCE OF THE TOOELE CITY COUNCIL ESTABLISHING THE DATES, TIMES, AND PLACES OF ITS PUBLIC MEETINGS IN 2023

WHEREAS, Tooele City Charter Section 2-04 and Tooele City Code Section 1-5-3 require the City Council to prescribe by ordinance the date, time, and place of its public meetings, and provide for at least one public meeting to be held each month;

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the Tooele City Council's regular public meetings for calendar year 2023 shall be held at Tooele City Hall, 90 North Main Street, Tooele, Utah as follows:

- Work Meetings: at 5:30 p.m. on the first and third Wednesdays of every month, as follows, except as otherwise noticed by the City Recorder's Office;
- Business Meetings: at 7:00 p.m., on the first and third Wednesdays of every month, as follows, except as otherwise noticed by the City Recorder's Office:

January 4 and 18

February 1 and 15

March 1 and 15

April 5 and 19

May 3 and 17

June 7 and 21

July 5 and 19

August 2 and 16

September 6 and 20

October 4 and 18

November 1 and 15

December 6 and 20

This Ordinance is necessary for the immediate preservation of the peace, health and safety of Tooele City and shall take effect immediately upon publication.

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)

Debra E. Winn

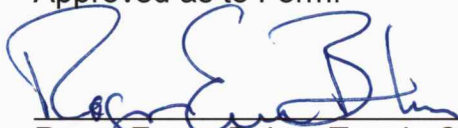
Debra E. Winn

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:



Roger Evans Baker, Tooele City Attorney

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

12/15/22

DESCRIPTION OF EXPENDITURE:

VENDOR: _____ **V#** _____

GENERATORS FOR WATER WELLS

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
FEMA EMERGENCY GRANT - GENERA	51 5100 486100	118,000.00	0.00	1,000,000.00	(882,000.00)
TOTAL:				1,000,000.00	

*Will adjust budget remaining \$882,000 when federal grant is received

REQUESTED Jamie Grandpre
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DEPARTMENT

DIVISION: PW



Vendor: TBA (see below) Vendor #: _____

Account #: _____ Date: 12/13/22

Amount: \$ 1,000,000 -- Signature: _____

Item(s) Description: Open PO for generators / engineering

Reason for Purchase: \$ 882,000 fed grant
\$ 98,000 match
\$ 20,000 extra 51-5100-486000
total \$ 1,000,000 --

Approval:

Signature _____ PO#: _____

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

NOTES: *state contract vendors TBD (wheeler or Cummins - pricing is coming soon.)

Michelle Pitt

From: Tiffany Day
Sent: Wednesday, December 14, 2022 1:45 PM
To: Michelle Pitt
Subject: RE: Generators - Open PO Request

(This was sitting in my drafts! Sorry!)

It will probably be less than 20K for the electrical engineering portion. It is needed for generator sizing and drawings for installation. A short form agreement with this information will go around for signatures. That \$ amount for engineering will come out of that account. Let us know if you have any further questions.

Also, just a quick reminder about the AlSCO contract. Let us know what we need to do to terminate our contract with them.

Thank you!



Tiffany Day | Tooele City Corporation

Public Works | Administrative Assistant

90 North Main Street | Tooele, UT | 84074

Ph: (435) 843-2147

Email: tiffanyd@tooelecity.org | Web: www.tooelecity.org

Connect with Tooele City: [Facebook](#) | [Twitter](#) | [Instagram](#)

CONFIDENTIALITY NOTICE: This electronic communication and any attachment to it, contains privileged and confidential information intended only for the use of the individual(s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system. Unauthorized use or disclosure is prohibited and may violate applicable laws.

From: Michelle Pitt <MPitt@TooeleCity.org>
Sent: Tuesday, December 13, 2022 3:24 PM
To: Tiffany Day <tiffanyd@TooeleCity.org>
Subject: RE: Generators - Open PO Request

The description says its an "open PO for generators/engineering". Can you explain a little more on what the "engineering" portion will be used for?

Thanks,
Michelle

From: Tiffany Day <tiffanyd@TooeleCity.org>
Sent: Tuesday, December 13, 2022 1:23 PM
To: Michelle Pitt <MPitt@TooeleCity.org>
Cc: Jamie Grandpre <jamiieg@TooeleCity.org>
Subject: Generators - Open PO Request

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

12/15/22

DESCRIPTION OF EXPENDITURE:

VENDOR: TOOELE COUNTY SHERIFF'S OFFICE V# 01881

DISPATCH FEES 4TH QUARTER 2022

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
DISPATCH FEES	10 4211 313000	321,459.00	80,364.75	80,364.75	160,729.50
TOTAL:				80,364.75	

REQUESTED W Chief Day
DEPARTMENT HEAD

REVIEWED Sharon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

TOOELE COUNTY SHERIFF'S OFFICE

1960 South Main Street
Tooele, Utah 84074

INVOICE



DATE: December 12, 2022
INVOICE # 303

Bill To:
Tooele City Corporation

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

DESCRIPTION	AMOUNT
2022-2023 Tooele County Dispatch Fees	
October, November, December 2022 Dispatch Fees	\$80,364.75
Previous Balance	\$0.00
TOTAL	\$80,364.75

Please make all checks payable to the Tooele County Sheriff's Office
Attn: Sabrina Fawson, 1960 S. Main St., Tooele, Utah 84074
Please include a copy of this invoice with your check.
If you have any questions concerning this invoice, please contact:
Sabrina Fawson 435-277-4258 / Email: sabrina.fawson@tooeleco.org

THANK YOU FOR YOUR BUSINESS!

**TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE**

12/09/22

DESCRIPTION OF EXPENDITURE:

VENDOR: LARSON & COMPANY, CPA'S V# 10823

FY 22 AUDIT SERVICES

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
INDEPENDENT AUDIT	10 4150 315001	78,000.00	47,000.00	43,000.00	(12,000.00)
TOTAL:				43,000.00	

*Will need budget adjustment

REQUESTED *S. U. Wimmer*
DEPARTMENT HEAD

REVIEWED *Sharon Wimmer*
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



ID: D00188E01
Invoice: 22469818
Date: 12/08/2022
Due Date: Due upon Receipt

Tooele City
90 North Main Street
Tooele, UT 84074

For professional service rendered as follows:

Preparation of the audit of the financial statements and the report thereon for the year ended June 30, 2022	39,400.00
Federal Single audit	4,000.00
	<hr/>
Billed Time & Expenses	\$43,400.00
Invoice Total	<hr/> <u>\$43,400.00</u>

Larson & Company
11240 South River Heights Drive, Suite 300, South Jordan, UT 84095
Main: (801) 313-1900 | Fax: (801) 313-1912
www.larsco.com

Member of
CPAmerica
Member  Crowe Global

**Tooele City Council and the Tooele City Redevelopment Agency
Work Meeting Minutes**

Date: Wednesday, December 7, 2022

Time: 5:30 p.m.

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

City Council Members Present:

Justin Brady

Maresa Manzione

David McCall

Tony Graf

Ed Hansen

City Employees Present:

Mayor Debbie Winn

Jim Bolser, Community Development Director

Adrian Day, Police Department Chief

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Jami Grandpre, Public Works Director

Paul Hansen, City Engineer

Jared Stewart, Economic Development Director

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

Justin Brady, Present

Maresa Manzione, Present

David McCall, Present

Tony Graf, Present

Ed Hansen, Present

3. Mayor's Report

Mayor Winn reported on the following:

The City Library is now open over 52 hours Monday-Saturday.

Staff attended Ken's Gym ground breaking with the tentative schedule of being finished in August 2023.

4. Council Member's Report

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

5. Discussion Items

A. Internal Audit Report

Presented by Johnathon Jensen, WSRP Certified Public Accountants

Mr. Jensen presented the Internal Audit Report done by WSRP Certified Public Accountants. They identified risk and controls, identifying 29. As the testing concluded, no significant issues had been identified. They do recommend the City has a formal process in place to properly document when items become in service. Testing will continue throughout remote parts of the City where there is cash exchange.

B. Water Fee-in-Lieu Guidelines

Presented by Jared Stewart, Economic Development Director

Mr. Stewart presented guidelines for water fee-in-lieu. A few items listed in the guidelines for considerations include the following: Capital investment, expected sales tax, acreage, job creation, new business or expansion, and expended industry. There is discussion on approving these items through resolution.

The Council had a discussion and asked the following questions:

What is the average of 120% for wage?

Are there other Cities that have guidelines?

Is there a structure in place, to make sure they are following the guidelines with business performance?

Is there something in place to help monitor the amount used and if they go over the amount they paid for?

When a business wants to come to the community, are they surprised by the water steps taken within the community?

It does not have to be all or nothing, but it does give the City a starter point. This is a case by case situation. They would like to see case studies within the document to help guide the discussion and decision.

Mr. Stewart addressed the Council. 120% of average wage is \$30 an hour. The City wants to encourage quality of life and keeping residents in Tooele. Many other Cities are apart of water districts and are not direct water providers. The did try to put in past business that the City has granted fee-in-lieu, but each business is different. They are able to track water usage through meters, but not guide what is used through business performance. There is value in helping a business grow. These guidelines could be shared with potential developers. It is something new, but the City does try to communicate early in the process so there is not a surprise.

Mr. Baker addressed the Council regarding other Cities. The communities that are direct water providers, they often include the water rights in the impact fee. When the City provides

incentives, they make every effort to make sure they are post-performance incentives. The City code does allow the City to bill businesses for the additional water used over the amount paid for. It holds the business accountable for water use. Mr. Baker recommended the fee-in-lieu policy be updated allowing the Council to have more discretion. As well as, incorporate these guidelines to have it all in one place. The fee is not set to establish market value, but encourage developers to find other water resources. Paying the City for water rights was intended to be a last resort.

Mayor Winn spoke on the potential document for when a request comes. Every business needs to be considered independently. If the City does not allow water-in-lieu, businesses won't come. They want to be able to have a base line that identifies all of the topics. The City is in a unique position by allowing water fee-in-lieu.

C. New Commercial Development by Gardner Batt

Presented by Jared Stewart, Economic Development Director

Mr. Stewart presented a new commercial development by Gardner Batt. The development has 3 phases. Phase 1 is the smallest approximation of water, acre per feet. The question the Council needs to consider is if they should approve by phase or as a whole business park development.

The Council asked the following questions:

There could be heavy water users. Is there a way to track that? Time becomes complicated when there is a long-time line.

Mr. Stewart addressed the Council. If there is a request for additional water than what was approved, Gardner Batt will come to the City to request more water.

The applicant spoke to the Council. The initial quote had a mix up in the site plan. They have reworked the site plan and recalculated the water use. The phasing is strategic based on working with UDOT and infrastructure. Phase one can be built as is. Phase two needs additional infrastructure. Phase three is working with UDOT. The plan is to break ground in early spring with a 12-month build. The tenant leasing is a huge factor in how fast they move. The amount they are requesting is the minimum amount. A portion of the asked water amount, is for irrigation usage.

Mayor Winn addressed the Council. The RDA has looked at this idea for the business park. Not knowing what businesses will come, they guarantee water to the developers; allowing them to come back for additional water. The question is, how many acre/feet are they willing to allow the business to start with, before coming back for additional when business fill the buildings. The requirement for outdoor landscape does need to be reduced and is being revised.

The Council is comfortable approving phases. They need to show that the City will see the phases through.

D. Land Use Map Amendment Request by Craig Mills to Reassign Approximately 97.383 Acres Located at 1825 South 11th Avenue from the Regional Commercial Land Use Category to the Industrial Land Use Category

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a Land Use Map Amendment for the trailer park property located behind the County Jail. This property was inherited by the City from the Army base. The zoning map identifies it as RR-1, Rural Residential. The Land Use identifies it as Regional Commercial with the request to change it to Industrial. The applicant would like to expand the trailer park. The Army Depot will be providing utility service to the site. The applicant would have to work with the Army Depot for additional utilities or put in money to line the systems to this property. There are a number of public safety concerns, including fire, for the site. The City code does not allow construction or expansion of mobile home parks. The I, Industrial, does have a conditional use allowance for a campground to be constructed; which an RV park can arguably be considered a camp ground.

The Council asked the following questions:

Is there going to be conformity to what is constructed?

Has a formal application been done?

Mr. Bolser addressed the Council. The property owner did start constructing additional RV pads without permits. The City did halt that work. There are some conformity issues based on history. The Planning Commission will see this application. Then the Council would see it again. The Army is not looking to expand utilities for this property.

The Council shared not being in favor of this item.

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

There is no closed meeting.

7. Adjourn

Chairman Brady adjourned the meeting at 6:44 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 December, 2022

Justin Brady, City Council Chair

Tooele City Council Business Meeting Minutes

Date: Wednesday, December 7, 2022

Time: 7:00 p.m.

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

City Council Members Present:

Ed Hansen

Justin Brady

Maresa Manzione

Tony Graf

Dave McCall

City Employees Present:

Mayor Debbie Winn

Jim Bolser, Community Development Director

Adrian Day, Police Department Chief

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Jami Grandpre, Public Works Director

Paul Hansen, City Engineer

Darwin Cook, Parks and Recreation Director

Jared Stewart, Economic Development Director

Kami Perkins, HR Director

Minutes prepared by Katherin Yei

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

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call

Tony Graf, Present

Ed Hansen, Present

Justin Brady, Present

Maresa Manzione, Present

Dave McCall, Present

3. Public Comment Period

Chris Sloan shared positive feedback from a citizen about the great community and the first responders.

4. Fiscal Year 2022 Audit Report

Presented by Jon Haderlie, Larson & Company Certified Public Accountants

Mr. Haderlie presented the fiscal year 2022 audit report completed by Larson & Company Certified Public Accountants. There is a new disclosure in the report that has to be included for what the City and or Finance Department must follow. There were no findings in the annual audit.

5. Ordinance 2022-38 an Ordinance of the Tooele City Council Approving the Annexation Petition of Howard Schmidt, annexing 61.16 Acres of Land into the Tooele City Corporate Limit, and Assigning the R1-8 Residential Zoning District to the Annexed Property

Howard Schmidt addressed the Council in regards to the Annexation Petition.

Council Member Hansen motioned to approve Ordinance 2022-38 an Ordinance of the Tooele City Council Approving the Annexation Petition of Howard Schmidt, annexing 61.16 Acres of Land into the Tooele City Corporate Limit, and Assigning the R1-8 Residential Zoning District to the Annexed Property. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Nay," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Nay." The motion failed.

6. Ordinance 2022-39 an Ordinance of Tooele City Amending the Tooele City Policies and Procedures Manual

Presented by Kami Perkins, Human Resources Director

Ms. Perkins presented on the amendments to the Tooele City policies and procedures manual. The most substantial change being proposed is to the holiday and compensation policy for the police department and a proposal to "buy-back" officers' holiday hours at straight time in lieu of requiring them to select another normally scheduled work day to take off for their holiday benefit. There is an amendment to the City vehicle and driving policy, specifically for the Fire Chief and Fire Marshal with a modification to the verbiage by allowing passengers in the vehicles.

The Council asked the following questions:

Does the injury section in regards to the personal use of those vehicles, apply to the fire vehicles as well?

Ms. Perkins addressed the Council. There is a release that the police officers and parents have to sign to be allowed in the vehicle.

Council Member Manzione motioned to approve Ordinance 2022-39 an Ordinance of Tooele City Amending the Tooele City Policies and Procedures Manual including the changes as stated. 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.

7. Resolution 2022-95 a Resolution of the Tooele City Council Approving an Agreement with Mountain States Fence to Install Perimeter Fencing at Several Tooele City Facilities

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an agreement with Mountain State Fencing to install perimeter fencing at Tooele City facilities including tanks, wells, public works facility, and the parks and rec building. The cost is \$355,290 with 10% contingency coming from Water and Parks accounts. The fence will be a 6-foot chain-link and barb wire with additional features to blend within the community. The money from the well-7 upgrade will be going towards this project. There are a few locations that have poor fence or make shift fence that needs to be replaced.

Council Member Manzione motioned to approve Resolution 2022-95 a Resolution of the Tooele City Council Approving an Agreement with Mountain States Fence to Install Perimeter Fencing at Several Tooele City Facilities. 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.

8. Resolution 2022-96 a Resolution of the Tooele City Council Approving an Agreement with J-U-B Engineers for the Water Reclamation Facility Master Plan Update

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an agreement with J-U-B Engineers for a master plan update for the treatment plant. Projects have been updated within the master plan, but they would like to get an update to plan for the future.

Chairman Brady motioned to approve Resolution 2022-96. 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.

9. Resolution 2022-98 a Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for an Existing Business, Tooele Gymnastics

Presented by Jared Stewart, Economic Development Director

Mr. Stewart presented a fee-in-lieu for Tooele Gymnastics for 2.8 acre/feet. They employ 75 people with an increase of \$1.5 million revenue. They will have 107 paved parking spots at their new location.

The Council asked the following:
Will they be bringing in outside competitions?

Mayor Winn addressed the Council. The business did mention several groups that will be using the facility, as well as added classes.

Council Member Graf motioned to approve Resolution 2022-98 a Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for an Existing Business, Tooele Gymnastics. 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.

10. Resolution 2022-101 a Resolution of the Tooele City Council Approving a Telecommunications Franchise Agreement with All West/Utah, Inc.

Presented by Jared Stewart, Economic Development Director

Mr. Stewart presented an agreement with All West/Utah, Inc. to expand fiber in Tooele allowing better internet speed. This allows them to expand throughout the community. They are looking to have this project finished by the end of 2023.

Council Member Manzione motioned to approve Resolution 2022-101 a Resolution of the Tooele City Council Approving a Telecommunications Franchise Agreement with All West/Utah, Inc. 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.

11. Resolution 2022-100 a Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for the Pratt Aquatic Center

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented the amended fee schedule for the Pratt Aquatic Center.

Council Member McCall motioned to approve Resolution 2022-100 a Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for the Pratt Aquatic Center. Council Member Manzione 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. Resolution 2022-102 a Resolution of the Tooele City Council Approving an Agreement with Utah Flooring & Design for Carpet Replacement in Tooele City Hall

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented an agreement with Utah Flooring & Design for carpet replacement in Tooele City Hall in the amount of \$43,481.23. It will include the administration suite, parks and recorders office, public works office, and upstairs hallway. The funding is from the 41-Capitol project fund.

Chairman Brady motioned to approve Resolution 2022-102. 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.

13. Resolution 2022-99 a Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property

Presented by Michelle Pitt, City Recorder

Ms. Pitt presented the disposal of surplus personal property including wood chairs, metal chairs, and pool tables. These items need to be declared surplus in order to sell or dispose of the items.

Council Member Graf motioned to approve Resolution 2022-99, a Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property. 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. Invoices & Purchase Orders

Ms. Pitt presented the following invoices:

SKM for SCADA System update in the amount of \$32,855.

Boys and Girls Club for Fire Suppression Installation in the amount of \$ 50,000.

Broken Arrow for England Acres Pavilion in the amount of \$35,455.62.

Council Member Hansen 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.

15. Minutes

There are no changes to the minutes.

Chairman Brady motioned to approve Minutes. 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,” The motion passed.

16. Adjourn

Chairman Brady adjourned the meeting at 7:53pm.

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 December, 2022

Justin Brady, City Council Chair