

**PUBLIC NOTICE**

Notice is Hereby Given that the Tooele City Council & Tooele City Redevelopment Agency (RDA) will meet in a Work Session, on Wednesday, February 6, 2019 at the hour of 5:00 p.m. The Meeting will be Held at the Tooele City Hall Large Conference Room, located at 90 North Main Street, Tooele, Utah.

**1. Open City Council Meeting**

**2. Roll Call**

**3. Discussion:**

- **Utah Open Meetings Act Training**  
Presented by Roger Baker
- **Berra Boulevard Zoning Map Amendment Request Discussion**  
Presented by Jim Bolser
- **Ordinance 2019-01** An Ordinance of Tooele City Amending Tooele City Code Section 4-8-2 Regarding Street Construction Standards and Tooele City Code Chapter 4-11 Regarding Obstructions Within Street Rights-of-Way  
Presented by Jim Bolser
- **Resolution 2019-12** A Resolution of the Tooele City Council Accepting The Completed Public Improvements Associated With the Providence at Overlake Phase 2 Subdivision  
Presented by Jim Bolser
- **Resolution 2019-13** A Resolution of the Tooele City Council Approving and Ratifying a Contract with Middle Canyon Electric for Installation of Underground Conduit and Related Facilities for Rocky Mountain Power and Xfinity/Comcast for Construction of the Police Station at 50 North Garden Street  
Presented by Paul Hansen
- **Resolution 2019-14** A Resolution of the Tooele City Council Approving and Ratifying a Contract with Broken Arrow Construction for Asbestos Abatement and Demolition of an Existing Structure Located at 59 North 100 East  
Presented by Paul Hansen
- **Resolution 2019-11** A Resolution of the Tooele City Council Accepting The Completed Public Improvements Associated With the Peterson Industrial Depot Water Line  
Presented by Paul Hansen
- **Resolution 2019-15** A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment, and Authorizing its Disposal  
Presented by Michelle Pitt
- **Middle Canyon Toll Booth**  
Presented by Roger Baker
- **Tooele Valley Museum Dock Project**  
Presented by Mayor Debbie Winn
- **Irrigation Company Water Shares**  
Presented by Steve Evans
- **RDA Resolution 2019-03** A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving a Contract with RS Contract Management for Policy-Related Economic Development and Redevelopment Services  
Presented by RDA Chairman Brad Pratt

**4. Close Meeting**

- Litigation & Property Acquisition

**5. Adjourn**

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Michelle Y. Pitt  
Tooele City Recorder/RDA Secretary

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2110 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org), Prior to the Meeting.

**TOOELE CITY CORPORATION**

**ORDINANCE 2019-01**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 4-8-2 REGARDING STREET CONSTRUCTION STANDARDS AND TOOELE CITY CODE CHAPTER 4-11 REGARDING OBSTRUCTIONS WITHIN STREET RIGHTS-OF-WAY.**

WHEREAS, Utah Code §10-9a-102 authorizes cities to enact ordinances, resolution, and rules and to enter other forms of land use controls they consider necessary or appropriate for the use and development of land within the municipality to provide for the health, safety, welfare, prosperity, peace and good order, comfort, convenience, and aesthetics of the municipality; and,

WHEREAS, Utah Code §10-8-8 enables cities “to lay out, establish, open, alter, widen, narrow, extend, grade, pave, or otherwise improve streets, alleys, avenues, boulevards” and associated improvements; and,

WHEREAS, Utah Code §10-8-11 enables cities to “regulate the use of streets, alleys, avenues” and associated improvements and to “remove obstructions and encroachments” from city streets; and,

WHEREAS, Utah Code §10-8-24 enables cities to act to prevent injury or obstruction to city streets; and,

WHEREAS, the design and standards for construction of streets and roads in Tooele City are governed by Tooele City Code Chapter 4-8; and,

WHEREAS, the design and construction of street rights-of-way is a critical component to ensure the safety, ease and convenience of travel and services within and throughout Tooele City; and,

WHEREAS, the design and construction of street rights-of-way is a critical component to ensure the proper storm water drainage and safety of the right-of-way; and,

WHEREAS, the design and construction of street rights-of-way is a critical component that can provide for the developability of certain areas of the community containing limitations or peculiarities which otherwise limit the possibilities for development; and,

WHEREAS, the control and regulation of obstructions within public street rights-of-way in Tooele City are governed within Tooele City Code Chapter 4-11; and,

WHEREAS, the control and regulation of obstructions within public street rights-of-way serves the safety, ease and comfort of travel through the community and the safety of community as a whole; and,

WHEREAS, in light of the above, the City Administration recommends that Tooele City Code Chapter 4-8 be amended as shown in Exhibit A to bring the City Code to better regulate the design and construction of street rights-of-way and provide for the health, safety, welfare, prosperity, peace and good order, comfort, convenience, and aesthetics of the community; and,

WHEREAS, in light of the above, the City Administration recommends that Tooele City Code Chapter 4-11 be amended as shown in Exhibit B to bring the City Code to better regulate obstructions within public street rights-of-way and provide for the health, safety, welfare, prosperity, peace and good order, comfort,

convenience, and aesthetics of the community:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TOOELE CITY that Tooele City Code Chapters 4-8 and 4-11 are hereby amended as shown in Exhibit A and Exhibit B.

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 \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

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

**EXHIBIT A**

**Tooele City Code Chapter 4-8**

**4-8-2. Street Design.**

- (4) Dead end streets, including cul-de-sacs, where permitted, shall not be more than 250 feet in length measured from the centerline of the last intersecting street to the centerpoint of the turnaround area. Cul-de-sacs shall have a minimum outside right-of-way radius of 50 feet at the closed end, unless the street ends at a point where the subdivider or developer intends to extend a street pursuant to a preliminary plan submitted and approved by the City, in which case the turnaround may be a minimum radius of 40 feet and constructed of a temporary nature acceptable to the Tooele City Fire Department. Cul-de-sacs may be extended beyond 250 feet with written findings from the Public Works Director that:
- (a) doing so is necessary to reasonably develop properties adjacent to the cul-de-sac;
  - (b) doing so is necessary to provide vehicular safe access and utility service to the properties adjacent to the cul-de-sac;
  - (c) no other option exists for providing access to the properties adjacent to the cul-de-sac; and
  - (d) doing so will not violate applicable provisions of the building or fire codes.
- (5) No more than two cross streets shall intersect at any one intersection.
- (6) Street grades shall be:
- (a) more than 1.0% without written findings from the Public Works Director establishing that the grade must be less, but in no case shall be less than 0.5%;
  - (b) less than 10% for minor collector streets, local streets, and alleys; and
  - (c) less than 7% for major collector and arterial streets.

**EXHIBIT B**

**Tooele City Code Chapter 4-11**

**4-11-19. Obstructions.**

- (1) No person shall place or cause to be placed anywhere upon a public street or sidewalk, and no person owning, occupying, or having control of any premises shall, after reasonable notice by the City of Tooele, suffer to be or remain in front of the sidewalk or the half of the street next to any premises:
  - (a) any broken ware, glass, filth, dirt, gravel, rubbish, refuse, garbage, ashes, cans, or other like substances;
  - (b) any vehicles, lumber, wood, boxes, fencing, building material, merchandise, or other thing which obstructs the public street or sidewalk, or any part thereof, without the permission of the Mayor; or,
  - (c) any goods, wares, merchandise for sale or show, or otherwise beyond the front line of the lot where goods, wares, or merchandise are sold or offered for sale, except as allowed in Section 7-16-3 Note 4.
- (2) No person shall place or cause to be placed anywhere upon any street or sidewalk any earthen materials before, during, or after construction for the intended or unintended purpose of:
  - (a) temporary or permanent storage of those materials;
  - (b) bridging of the curb and gutter or sidewalk;
  - (c) blocking clogging, or otherwise hindering the movement or flow of storm water or the travel of pedestrian or vehicle traffic; or,
  - (d) any other purpose that could reasonably cause any damage or obstruction to public or private infrastructure.
- (3) All obstructions placed anywhere upon a public street or sidewalk contrary to this Section or to Section 7-16-3 Note 4 are a threat to the public health and safety and may be removed, confiscated, and disposed of immediately by the City.
- (4) No person shall place or cause to be placed anywhere upon a public street, sidewalk, or within a street right-of-way a dumpster, garbage or refuse collection container, storage container, or other similar structure or device before, during, or after construction of a structure on an adjacent property. All such structures or devices, when allowed, shall be located on properties adjacent to the right-of-way for which the structure or device is serving.

**4-11-21. Penalties.**

A violation of any provision of this Chapter shall be an infraction.



**TOOELE CITY CORPORATION**

**RESOLUTION 2019-12**

**A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROVIDENCE AT OVERLAKE PHASE 2 SUBDIVISION.**

WHEREAS, Tooele City previously approved a subdivision final plat for the Providence at Overlake phase 2 subdivision (the "Subdivision"); and,

WHEREAS, Tooele City Code §7-19-35 requires that public improvements constructed in connection with an approved subdivision be accepted by Resolution of the City Council following verification by the City Engineer or the Director of Public Works that all the public improvements have been satisfactorily completed in accordance with the approved engineering plans and specifications and City standards; and,

WHEREAS, H and K Schmidt Investments LLC has provided a proper bond agreement with Tooele City for the portion of the Subdivision's public improvements located within existing public rights-of-way, dated June 25, 2018, in the amount of \$46,954.80; and,

WHEREAS, H and K Schmidt Investments LLC has provided a proper bond agreement with Tooele City for the portion of the Subdivision's public improvements located within the Subdivision that are not yet completed, dated \_\_\_\_\_, in the amount of \$63,979.72, for the purpose of allowing the Subdivision plat to be recorded and individual residential lots sold; and,

WHEREAS, both of the above-referenced bond agreements contain the following language:

*under the Tooele City Code, the Improvements must be completed, inspected, and accepted prior to the issuance of a building permit for the land use approval or prior to the recordation of a subdivision final plat, as the case may be, except that a subdivision final plat may be recorded prior to the completion, inspection, and acceptance of the Improvements where the Applicant has completed an approved bond agreement and provided an associated bond*

[emphasis added]; and,

WHEREAS, the required verification that a portion of the Subdivision's public improvements have been completed has been provided by way of the Certificate of Completion of Public Works attached as Exhibit A; and,

WHEREAS, other required public improvements in the Subdivision remain to be

completed; and,

WHEREAS, at such time as the remaining Subdivision public improvements are completed, a second resolution will be presented to the City Council to accept those improvements:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL as follows:

1. the completed public improvements associated with the Subdivision are hereby accepted, those improvements being reflected in the Certificate of Completion of Public Works attached hereto as Exhibit A; and,
2. the incomplete public improvements associated with the Subdivision are hereby not accepted, those improvements being reflected in the Certificate of Completion of Public Works attached hereto as Exhibit A; and,
3. the one-year warranty period on all accepted public improvements shall begin as of the date of approval of this Resolution.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

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

S E A L

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

## Exhibit A

### Certificate of Completion of Public Works (Partial Completion)

TOOELE CITY CORPORATION  
 90 NORTH MAIN  
 TOOELE, UTAH 84074  
 (435) 843-2130



## Certificate of Completion of Public Works

(Start of One-Year Warranty)

Date: 01/28/2019

Permit No: P18-245	Public Work Elements	Completed	Not Complete	Not Required
Project Name: Providence @ Overlake, Phase 2	Culinary Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Secondary Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Address: 400 West Clemente Way Tooele, Utah 84074	Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Storm Drain / Pond	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner/Developer: Howard Schmidt PO Box 95410 South Jordan, Utah 84095	Roads	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Curb & Gutter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Sidewalk	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Street Lights	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Landscaping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Other / Comments: Public improvement landscaping not completed due to winter weather conditions, bonded for completion. Although not for the purposes of occupancy the City mimicked the provision of Section 7-22-4 for public landscaping in new developments to allow building permit issuance

Note: \* The above Public Work Elements are general in nature. See Public Works for detailed descriptions and comments:

Based upon review of documentation provided by the Developer/Owner, inspection records on file with the Community Development Department and upon site review, the above referenced public improvements for this project have been satisfactorily completed in accordance with the approved construction plans and specifications and Tooele City Standards.

Recommended By	Title	Date
	Civil Inspector	1/28/2019
	City Engineer	1-29-19
	Public Works	01-31-19
	Community Development	1/31/19

Acknowledged and Accepted \_\_\_\_\_  
 City Council, Chair \_\_\_\_\_  
 Date \_\_\_\_\_

Scheduled Date for End of Warranty Final inspection: 01/28/2020

TOOELE CITY CORPORATION  
90 NORTH MAIN  
TOOELE, UTAH 84074  
(435) 843-2130



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***Certificate of Completion of Public Works***  
**(Start of One-Year Warranty)**

Permit No: P18-245  
Page 2 of 2

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Providence Way



Providence Way



Lauren Lane



Lauren Lane



400 West

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-13**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A CONTRACT WITH MIDDLE CANYON ELECTRIC FOR INSTALLATION OF UNDERGROUND CONDUIT AND RELATED FACILITIES FOR ROCKY MOUNTAIN POWER AND XFINITY/COMCAST FOR CONSTRUCTION OF THE POLICE STATION AT 50 NORTH GARDEN STREET.**

WHEREAS, Tooele City intends to construct a new Police Station on property located at 50 North Garden Street; and,

WHEREAS, in order to construct the new facility, it is necessary to abandon and vacate existing overhead utility lines owned and operated by Rocky Mountain Power and Xfinity/Comcast; and,

WHEREAS, in order to mitigate these lines, the City is required to install buried conduit along the west, north and east sides of the Police Station property; and,

WHEREAS, Middle Canyon Electric has submitted a cost proposal of Twenty-Four Thousand One Hundred Thirty-Two Dollars (\$24,132.00) to perform the required conduit installation; and,

WHEREAS, the scope and services for the underground conduit and related facilities are as described in the attached Proposal dated January 14, 2019 (Exhibit "A"); and,

WHEREAS, funding for the study will be paid using revenue from the Public Safety (Police) Impact Fee fund; and,

WHEREAS, The Tooele City Council was polled prior to the Council meeting, and provided unanimous support and approval for the Mayor to proceed with signing the agreement prior to this action:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council ratifies a contract signed by the Mayor with Middle Canyon Electric in the amount of Twenty Four Thousand One Hundred Thirty Two Dollars (\$24,132.00) to perform the installation of underground conduit and related facilities for Rocky Mountain Power and Xfinity/comcast as requested by the City (Exhibit "B").

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 \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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



# Exhibit A

## Conduit Installation Proposal

Exhibit B

Agreement

**MIDDLE  
CANYON  
ELECTRIC**

LLC.

JEREMY CANDELARIO (435) 840-3925

FAX (435) 843-8322

**ELECTRICAL — INSTRUMENTATION — PROCESS CONTROL**

492 PLATEAU RD.

TOOELE, UTAH 84074

Email [middle\\_canyon\\_electric@hotmail.com](mailto:middle_canyon_electric@hotmail.com)

1/14/19



**Total: \$24,132.00**

**Total: \$23,032.00 (Tooele City Supplied 2 inch PVC sch 40)**

**RFP: Tooele City Utility Relocation**

We are pleased to provide an Electrical bid proposal for the above referenced project. Using Electrical drawings and Pacific Corp Specifications Middle Canyon Electric proposes to install 2- 2 inch PVC conduits, 3" PVC conduits and 4" PVC utility conduits identified in Specifications, and Review drawings.

**Items included in this Proposal:**

- All electrical material and Labor identified in Pacific Corps Specification's, and site Drawings.
- Trenching and Back Fill.
- Removal of Concrete & Pouring of Cruz Auto Approach
- RMP approved Ground sleeve vault.

**Assumptions/Clarifications:**

- All permits to be waved by Tooele City.
- This quote includes all items noted (By the City)

**Additional line item cost:**

**Conduit Bedding**

**Tree Removal (3 trees)**

**Remove and Replace South Sidewalk**

\$3,000.00

\$1,500.00

\$1,300.00

*Added  
Into 24,132.00*

Thank you for this opportunity!

Jeremy Candelario

Middle Canyon Electric, LLC

**Certified VOSB (Veteran Own Small Business)**

**Certified 8(A)**

DOCUMENT 00 52 00

AGREEMENT

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: Middle Canyon Electric
- B. Address: 492 Plateau Road, Tooele, Utah 84074
- C. Telephone number: (435) 840-3925
- D. Facsimile number: (435) 843-8322

**1.2 OWNER**

- A. The name of the OWNER is Tooele City Corporation

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**RMP and Comcast Conduit Installation**

**1.4 ENGINEER**

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
  - 1. Base Bid.
  - 2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

- C. An Agreement Supplement [\_\_\_\_\_] is, [X] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Twenty Four Thousand One Hundred Thirty Two Dollars (\$24,132.00)

## 2.2 CONTRACT TIME

- A. The Work shall be substantially completed by February 15, 2019 and fully completed by February 20, 2019.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. \_\_\_\_\_

## 2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

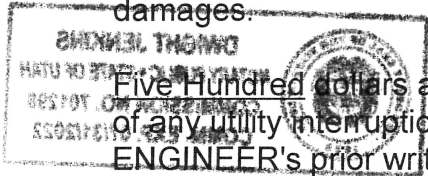
## 2.4 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

### 1. **Late Contract Time Completion:**

Five Hundred dollars and 00 cents (\$ 500.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.
3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages:



Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.
- D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

### PART 3 EXECUTION

#### 3.1 EFFECTIVE DATE

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

#### 3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: \_\_\_\_\_
- B. Please print name here: Jeremy Gandelario
- C. Title: Owner
- D. CONTRACTOR's Utah license number: 5286307-5501

**Acknowledgment**

State of Utah )  
County of Tooele ) ss.

The foregoing instrument was acknowledged before me this 28th day of January, 2019.

by Jeremy Candalaria  
(person acknowledging and title or representative capacity, if any).

Dwight Jenkins  
Notary's signature  
Tooele, Utah  
Residing at  
7-31-2022  
My commission expires:



Notary's seal

**3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

- A. OWNER's signature: \_\_\_\_\_
- B. Please print name here: \_\_\_\_\_
- C. Title: \_\_\_\_\_

ATTEST:

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

SEAL

APPROVED AS TO FORM

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

END OF DOCUMENT

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-14**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A CONTRACT WITH BROKEN ARROW CONSTRUCTION FOR ASBESTOS ABATEMENT AND DEMOLITION OF AN EXISTING STRUCTURE LOCATED AT 59 NORTH 100 EAST.**

WHEREAS, Tooele City intends to construct a new Police Station on property located at 50 North Garden Street, which encompasses the 59 North 100 East parcel; and,

WHEREAS, in order to construct the new facility, it is necessary to demolish an existing structure located on the subject property; and,

WHEREAS, in conformance with State Law, the City has performed an asbestos study on the existing home and has identified asbestos that must be abated prior to demolition; and,

WHEREAS, Broken Arrow Construction has submitted a cost proposal of Thirty-Five Thousand Three Hundred Ten Dollars Ninety One Cents (\$35,310.91) to perform the asbestos abatement and the demolition of the home in compliance with all applicable regulations; and,

WHEREAS, the scope and services of the asbestos abatement and demolition are as described in the attached Proposal dated January 14, 2019 (Exhibit "A"); and,

WHEREAS, funding for the study will be paid using revenue from the Public Safety (Police) impact fee fund; and,

WHEREAS, The Tooele City Council was polled prior to the Council meeting, and provided unanimous support and approval for the Mayor to proceed with signing the agreement prior to this action:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council ratifies a contract signed by the Mayor with Broken Arrow Construction in the amount of Thirty-Five Thousand Three Hundred Ten Dollars Ninety One Cents (\$35,310.91) to perform the asbestos abatement and demolition of the structure requested by the City (Exhibit "B").

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 \_\_\_\_\_, 2019.



TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

# Asbestos Abatement and Demolition Proposal

Exhibit B

Agreement

**Bid To :**

Paul Hansen  
 Tooele City Corporation  
 90 North Main Street  
 Tooele, Utah, 84074  
 Phone: 435.843.2130  
 Fax: 435.843.2139

Email : paulh@tooelecity.org

**Project :** # 574 Tooele City - House Demolition  
 @ 59 N. 100 E.



**GENERAL CONTRACTOR**

**Broken Arrow Inc.**

8960 Clinton Landing Road  
 Lake Point, UT 84074

Prep By: Travis Loader

Date : 1/14/2019

Office: 801-355-0527

Mobile: 435-840-4727

Email: tloader@brokenarrowusa.com

SUMMARY OF SERVICES	SUMMARY OF BID ITEMS		BID AMOUNT	
Broken Arrow Inc. is pleased to submit this estimate for the scope of work outline below.	<b>100 SITE WORK</b>		<b>35,310.91</b>	
<p>Asbestos Abatement Scope of Work:            Remove, transport, and dispose of approximately 3,500 sq. ft. of plaster from throughout the house.            NOTE: We will bag all the debris and contaminated debris inside the house as asbestos containing waste.            Remove, transport, and dispose of approximately 125 ln. ft. of asbestos HVAC duct tape.            NOTE: We will demo all the HVAC ducting and furnace as needed to remove the material.            NOTE: We will provide our own power and water for the duration of the project.            NOTE: This project will take 5 shifts to complete and requires a 10-Day NESHAP notification prior to starting.            NOTE: We could start this project in 2 weeks (Start on Monday January 28) and complete it 1 week later (Complete on Friday Feb 1)</p> <p>Price includes:            Proper bagging/barreling of waste and hauling to approved waste facility.            Workers compensation and asbestos liability insurance coverage.            Work includes state-of-the-art full-containment methods with HEPA-filtered negative-pressure working environment.            Proper environmental engineering and fiber control procedures will be followed at all times.            All work will be performed in accordance with Federal and State regulations.</p> <p>As soon as the abatement is complete Broken Arrow will begin the demolition. We are estimating 2 days to complete the work.</p> <p>Exclusions:            Inspection            Surveying            Permits and/or Bonds            Dewatering            Construction Water</p>	<b>PROPOSAL TOTAL</b>		<b>35,310.91</b>	
DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
<b>100 SITE WORK</b>				
Demolition of Existing House (Includes: Demolition of House & Trees, Load & Haul-Off All Waste Materials To Appropriate Disposal Facility, Site Grading, & Site Cleanup)	1.00	LS	15,424.96	15,424.96
Asbestos Abatement	1.00	LS	19,885.95	19,885.95
			<b>SUBTOTAL</b>	<b>35,310.91</b>
			<b>ESTIMATE TOTAL :</b>	<b>\$35,310.91</b>

Acceptance of Proposal - The above prices, specifications, conditions, quantities, and scope of work are satisfactory and are hereby accepted. Broken Arrow Inc. is authorized to proceed with the work as specified. Payments shall follow the contract terms upon an executed contract. Otherwise, all payments on completed work will be net 30 days. Broken Arrow Inc. will only invoice for installed quantities. Any alteration or deviation from above specifications, conditions, quantities, and scope of work which will increase or decrease costs will be executed only upon written orders. Late payments shall be subject to a 2% monthly (24 % annual) interest fee. All collection costs incurred on delinquent account shall be paid by the customer.

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

Date: \_\_\_\_\_



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and BROKEN ARROW of 8960 Clinton Landing, Lake Point, Utah 84074, a corporation, (hereinafter “Contractor”) enter into this Agreement on the 29 day of January, 2019 (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: asbestos abatement and demolition of a structure located at 59 North 100 East in Tooele City as outlined in the attached scope of services letter dated January 15, 2019.
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 **\$35,310.91** 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 **February 28, 2019**.
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 \$250,000.
  - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
  - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
  - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

- e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
  - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

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

TOOELE CITY CORPORATION

CONTRACTOR

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

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

Attest:

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

SEAL

Approved as to form:

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



## 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 2019-11**

**A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PETERSON INDUSTRIAL DEPOT WATER LINE.**

WHEREAS, Tooele City previously approved a building permit for Peterson Industrial Depot (“PID”) to case a city water main line running beneath new PID railroad tracks, a project called the Waterline Casing at Peterson Industrial Depot (the “Project”); and,

WHEREAS, Tooele City Code §7-11-13 and §7-19-35 require that public improvements constructed in connection with an approved subdivision and/or site plan be accepted by Resolution of the City Council following verification by the City Engineer or Public Works Director that all the improvements have been satisfactorily completed in accordance with the approved engineering plans and specifications; and,

WHEREAS, PID posted an acceptable cash bond for the Project by Bond Agreement dated October 28, 2018; and,

WHEREAS, the required verification associated with the Project has been provided by way of the Inspection Report attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the completed public improvements associated with the Project are hereby accepted, and that the one-year warranty period shall begin as of the date of this Resolution.

This Resolution shall become effective on the date of passage.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.



TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

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

Exhibit A

Inspection Report

**Address of Inspection:** RR Crossing Emerald Rd, Tooele, UT 84074

**Owner / Property Manager:** \_\_\_\_\_

**Occupant / Tenant:** \_\_\_\_\_

## Building Inspection

Clearances	Status	Notes
Sewer Lateral		
Water Lateral		
Meter Vault		
Electricity		
Other:	<i>Approved</i>	Water main casing
Building: Subrough	Status	Notes
Excavation		
Footings		
Foundation		
Electrical		
Mechanical		
Plumbing		
SE Conduit		
Other:		
Building: Rough	Status	Notes
Building		
Electrical		
Power to Panel		
Mechanical		
Plumbing		
Gas Line		
Bond Beam		
Weather Resistive Barrier		
Insulation		
Drywall		
Other:		
Building: Final	Status	Notes
Building		
Electrical		
Mechanical		
Plumbing		
Water Meter Box		

Grading / Excavation

Other:

Approved

Final

**Status:** Pass

**Comments:**

Site inspections during construction were preformed. Final inspection no faults noted.



**Signature:** \_\_\_\_\_

**Date:** 11/15/2018

**Inspection Attachments:**

Title: 46AF98D4-297A-413B-825E-41226C6A3F30.jpeg



Title: B5FF5DD9-FC22-4E3E-9BEE-BDAF26C89ED7.jpeg



**TOOELE CITY CORPORATION**

**RESOLUTION 2019-15**

**A RESOLUTION OF THE TOOELE CITY COUNCIL DECLARING SURPLUS CERTAIN TECHNOLOGY-RELATED EQUIPMENT, AND AUTHORIZING ITS DISPOSAL.**

WHEREAS, the Tooele City's Library has identified a number of technology-related equipment items, to include computers, that are no longer capable of meeting Tooele City's technology needs (see list of equipment attached as Exhibit A); and,

WHEREAS, the City Administration implemented a written policy, effective August 6, 2013, for the disposal of surplus technology-related equipment (see policy attached as Exhibit B); and,

WHEREAS, it is in the City's interest to make full use of technology-related equipment and then to dispose of, pursuant to policy, whatever equipment no longer serves the public interest; and,

WHEREAS, wherever possible, the City disposes of technology-related equipment by recycling it with a reputable local recycling company to minimize waste and environmental contamination:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the equipment listed in Exhibit A is hereby declared surplus and authorized for disposal pursuant to the policy attached as Exhibit B.

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 \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

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

# Exhibit A

## List of Surplus Equipment



**Salvage List – Tooele City Library****01/23/2019****DESKTOP COMPUTERS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
1	Gateway ATXAEG LX2 E6000	0028701781	Replaced by newer equipment
2	Lenovo ThinkCentre M series	1S7518E1UMJWLMBL	Replaced by newer equipment
3	Lenovo ThinkCentre M series	1S7518E1UMJLKGAB	Replaced by newer equipment
4	Lenovo ThinkCentre M series	1S7518E1UMJKNYBG	Replaced by newer equipment
5	Lenovo ThinkCentre M series	1S7518E1UMJWLMMM	Replaced by newer equipment
6	Dell Optiplex 760	3JFWDK1	Replaced by newer equipment
7	HP Compaq 8000f Elite	MXL1060WVG	Replaced by newer equipment
8	HP Compaq 8000f Elite	MXL1060WTC	Replaced by newer equipment
9	HP Compaq 8000f Elite	MXL1060WVH	Replaced by newer equipment
10	Asus AWE Digital Learning Stn	D1PTBX000860	No longer working
11	HP ProDesk 400 G1 SFF	2UA417139G	Replaced by newer equipment
12	Lenovo ThinkCentre M series	1S7518E1UMJLKGAP	Replaced by newer equipment

**LAPTOP COMPUTERS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
13	HP Compaq nc6320	CNU7192GYJ	Replaced by newer equipment
14	HP ProBook 4540s	2CE3060694	Replaced by newer equipment
15	HP ProBook 4540s	2CE3051GKF	Replaced by newer equipment
16	HP EliteBook 8440p	CND1124B9K	Replaced by newer equipment
17	HP EliteBook 8440p	CND1257119	Replaced by newer equipment
18	HP ProBook 4520s	2CE0220H0L	Replaced by newer equipment
19	HP EliteBook 8440p	CND110118S	No longer working
20	HP EliteBook 8440p	CND1153PPL	No longer working

**MONITORS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
21	HP Compaq LA1751g	3CQ9530MDK	Replaced by newer equipment
22	HP Compaq LA1751g	3CQ9530MF2	Replaced by newer equipment
23	HP Compaq LA1751g	3CQ9530MFV	Replaced by newer equipment
24	HP Compaq LA1751g	CNC230QJV7	Replaced by newer equipment

**NETWORK EQUIPMENT & PRINTERS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
25	Dell SonicWall TZ205	C0EAE436C3CC	Replaced by newer equipment
26	iBoss 14500 filtering appliance	PT000210530	Replaced by newer equipment
27	HP LJ M602n B&W printer	CNBCD482J5	Replaced by newer equipment

**UPS BATTERY BACKUPS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
28	APC Back-UPS ES 350	NA	Replaced by newer equipment
29	APC Back-UPS ES 550	NA	Replaced by newer equipment
30	Tripp Lite 2200VA	NA	Replaced by newer equipment

**MISC ITEMS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
31	Keyboards (10)	NA	Replaced by newer equipment
32	Headphones (4)	NA	No longer working
33	Mice (18)	NA	Replaced by newer equipment
34	Samsung Digital Camera	35311069	Replaced by newer equipment
35	Barcode readers (7)	NA	Replaced by newer equipment
36	Azuradisc disc cleaner	G105B100330	No longer working
37	Microfilm reader	NA	Replaced by newer equipment

## Exhibit B

### Disposal Policy

## Disposal of Technology-Related Equipment Procedure

1. As employees get new technology-related equipment/items or no longer need certain equipment/items, they will give the old or unwanted equipment/items to the Information Systems (I.S.) Department;
2. The I.S. Department will keep the equipment/items intact for minimum of 3 months in case employees need to retrieve files or other information from it;
3. After the appropriate time has passed, the I.S. Department will determine if there are parts that can be salvaged from the equipment/items;
4. If parts can be salvaged from the equipment/items, the I.S. Department will tear down the equipment/items, take and store the parts;
5. The I.S. Department will make a list of the equipment/items to be disposed (after parts have been salvaged), by description, model, make, part number, or any other identifying names and/or numbers;
6. The list will be taken to the City Council by Resolution to be declared surplus, along with a recommendation of the desired method of disposal;
7. Equipment/items do not need to be presented to City Council individually, rather a listing of multiple equipment/items and types may be taken at the same time to the City Council to be declared surplus through a single Resolution;
8. The equipment/items will be disposed of, sold, donated, or recycled according to the method declared in the Resolution;
9. Any proceeds from the sale of, or recycling of, equipment/items will be returned to the Tooele City Finance Department;
10. After the equipment/items have been declared surplus, the I.S. Department will erase all data contained in the equipment/item(s) so that information cannot be retrieved from the equipment/item(s), and following procedure will be followed:
  - a. If equipment/items are deemed completely unusable, or the worth is determined to be under \$100, they may be disposed of.
  - b. If equipment/items are to be sold:
    - i. The sale of surplus equipment/items will be properly noticed;
    - ii. Sealed bids will be received;
    - iii. Equipment/item will be sold as is to the highest bidder;
    - iv. The highest bidder must make payment in cash within 24 hours to the Finance Department prior to receiving any equipment/items. Otherwise the next-high bid will be accepted.
  - c. If the equipment/items are to be donated:
    - i. The donation of surplus equipment/items will be properly noticed;
    - ii. Equipment/items will be donated as is to another state agency or non-profit agency with a written agreement between the two entities.
    - iii. If equipment/items are to be recycled, the equipment/items will be recycled through a local recycling center or a center near and economically feasible to the city.
11. After equipment/items have been disposed of, through one of the means described above, the I.S. Department will retain records of said disposal for 3 years.

12. At no time will any equipment/item(s) be given to an employee, unless an employee is the highest bidder in the sale process listed in Item #10(b) above. Notwithstanding the previous statement, at no time may a member of the IS Department, or any other employee involved in the decision making process that declared the property as surplus, bid for or purchase equipment that was declared surplus by the Department.

# LTS ENT.



P.O. Box 323  
 Tooele, Utah 84074  
 435-830-2317  
 travissutherland01@msn.com  
 Tax ID: Available Upon Request

TO:	
Tooele City Terra Sherwood Main St Tooele, Ut 84074	
Telephone:	843-2130
Email:	
Fax Number:	

## Bid

INVOICE NUMBER
Bid 19-125
DATE
Jan 8 2019
DUE DATE
PROJECT
Train Deck Rear

	AMOUNT
Rear Deck top and framing Ramp to ada code and framing and skirting Hand Rail to cover deck area and ramp area 12 new footings and labor	
Upgraded Trex	\$36,725.00
Require Half Down to start.	
<b>TOTAL AMOUNT DUE:</b>	<b>\$36,725.00</b>

TERMS AND CONDITIONS: Customer agrees to pay in full for any and all services provided. Unless otherwise agreed to, payment is due within 30 days of receipt. All past due balances shall accrue at 1.5% per month (18% annum). This company reserves the right to lien the property of which work was completed if payment is not received within 60 days. Customer shall pay any collection agency expenses and all attorney's fees and court costs incurred, should litigation become necessary.

## Tooele Valley Museum Dock Project

9-Jan-19

<b>Expenditures to Date</b>	
Removal of Dock (2017):	
Engineered Plans	\$ 1,800.00
Removal of Dock	\$ 8,590.00
East and North Side of Dock (2018):	
East Side of Dock	\$ 11,925.00
North Side of Dock	\$ 9,975.00
<b>Total Expenditures to date:</b>	<b>\$ 32,290.00</b>

<b>Contributions to Date</b>	
LTS ENT (In-Kind Contribution)	\$ 2,815.00
State CLG Grant (still need to file for reimbursement)	\$ 10,000.00
Tooele County Tax and Tourism Grant	\$ 30,000.00
<b>Total:</b>	<b>\$ 42,815.00</b>

<b>Funds Still Needed</b>	
Estimate to Finish Back Dock and Ramp	\$ 36,725.00
<Contributions less Expenditures (Funds still available)>	\$ 10,525.00
<b>Balance needed to complete project:</b>	<b>\$ 26,200.00</b>

**REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH**

**RESOLUTION 2019-03**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (“RDA”) APPROVING A CONTRACT WITH RS CONTRACT MANAGEMENT FOR POLICY-RELATED ECONOMIC DEVELOPMENT AND REDEVELOPMENT SERVICES.**

WHEREAS, the RDA was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment RDA Act, Title 17C of the Utah Code Annotated, as amended from time to time (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting Tooele City in development activities that are likely to advance the policies, goals, and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety, and welfare of its citizens; and,

WHEREAS, the RDA Board desires to contract with RS Contract Management for policy-related economic development and redevelopment services (“Services”), the specific scope and terms of which are detailed in the agreement attached hereto as Exhibit A; and,

WHEREAS, the Services are necessary to complete important RDA economic development and redevelopment projects that the RDA Board has found to be in the best interest of Tooele City:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the agreement attached as Exhibit A with RS Contract Management is hereby approved and that the RDA Chair is hereby authorized to execute the same.

This Resolution shall take effect immediately upon approval.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment RDA of Tooele City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2019.



TOOELE CITY RDA

(For)

(Against)

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

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, RDA Secretary

S E A L

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

Exhibit A

Agreement