

**PUBLIC NOTICE**

Notice is Hereby Given that the Tooele City Redevelopment Agency (RDA) of Tooele City, Utah, will meet in a Business Meeting, on Wednesday, September 4, 2019 at approximately 7:30 p.m. The Meeting will be Held in the Tooele City Hall Council Room, located at 90 North Main Street, Tooele, Utah.

1. **Open Meeting**
2. **Roll Call**
3. **Resolution 2019-15** A Resolution of the Redevelopment Agency of Tooele City, Utah, Approving an Agreement for Snow Removal From Public Streets and Rights-of-Way Within Peterson Industrial Depot & Ninigret Depot  
Presented by Mayor Debbie Winn
4. **Minutes**
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 843-2113 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org), Prior to the Meeting.

**REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH**

**RESOLUTION 2019-15**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, APPROVING AN AGREEMENT FOR SNOW REMOVAL FROM PUBLIC STREETS AND RIGHTS-OF-WAY WITHIN PETERSON INDUSTRIAL DEPOT AND NINIGRET DEPOT.**

WHEREAS, Peterson Industrial Depot and Ninigret Depot comprise the Tooele Army Depot Redevelopment Area, a redevelopment project area (now known as a community development area, or CDA) (the "Project Area") of Tooele City, which Project Area includes several public streets and rights-of-way (the "Public Streets") that require snow removal by Tooele City (the "City"); and,

WHEREAS, the Project Area is an important economic development engine for Tooele City, and the Redevelopment Agency of Tooele City, Utah (the "RDA"), charged with economic development in the City, proposes to allocate from the Project Area budget an amount for the removal of snow from the Public Streets in the Project Area; and,

WHEREAS, the RDA proposes to enter into an agreement with Peterson Industrial Depot, Inc. (the "Contractor"), the owner of Peterson Industrial Depot, for the removal of snow from the Public Streets in the Project Area (see the proposed Agreement for Snow Removal, including street map, attached as Exhibit A); and,

WHEREAS, the RDA budget allocation and the Agreement will create efficiencies for the City and the RDA, and will further the economic development interests of the City and the RDA:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the Agreement for Snow Removal attached as Exhibit A is hereby approved.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and its Redevelopment Agency 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 Redevelopment Agency of Tooele City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2019.

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

(For)

(Against)

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

ATTEST:

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

SEAL

Approved as to Form:

  
\_\_\_\_\_  
Roger Evans Baker, RDA Attorney

## Exhibit A

### Agreement for Snow Removal (including map)



## **AGREEMENT FOR SNOW REMOVAL**

This Agreement for Snow Removal (the "Agreement") is entered into as of September 1, 2019 (the "Effective Date"), by and between the Redevelopment Agency of Tooele City, Utah (the "RDA"), and Peterson Industrial Depot, Inc. ("Contractor") (collectively the "Parties").

### **RECITALS**

1. Contractor is the Owner of Peterson Industrial Depot located at the former Industrial Area of the Tooele Army Depot (the "Property"); and,
2. The RDA and Contractor desire to enter into this agreement for the removal of snow from the public streets and rights-of-way located within Peterson Industrial Depot and Ninigret Depot, both located on the Property and within the corporate limit of Tooele City.

### **AGREEMENT**

Now, therefore, in exchange for the mutual covenants, promises, and other good and valuable consideration contained in this Agreement, the sufficiency of which is hereby acknowledged, the RDA and Contractor covenant and agree as follows:

1. Snow Removal. Contractor agrees to use commercially reasonable efforts to remove accumulations of snow of one-inch or greater from all public streets and rights-of-way, and to salt and/or sand the same, located within Peterson Industrial Depot and Ninigret Depot. The public streets and rights-of-way include Industrial Loop Road, Loadstone Way, James Way, Garnet Street, I Avenue, G Avenue, B Avenue, and the public portion of Emerald Road (see these public streets and rights-of-way illustrated in Exhibit A, attached hereto and incorporated herein). Contractor shall supply its own equipment, materials, and labor to perform its obligations under this Agreement. Contractor shall maintain liability insurance, motor vehicle insurance, and workers compensation insurance.
2. Term and Termination. The term of this Agreement shall be from September 1, 2019 to June 30, 2020. This Agreement shall terminate automatically on June 30, 2020. Either party may terminate this Agreement with or without cause upon 30 days' notice.
3. Compensation. As consideration under this Agreement, upon invoice, the RDA shall pay to Contractor \$150 per hour (the "Rate") for the hours the Contractor provided snow removal services, not to exceed \$1,500 per month (the "Cap"), during the term of this Agreement. Contractor shall continue to provide snow removal services even after the Cap has been reached. Prior to the termination of this Agreement, the Parties shall meet for an end-of-term review (the "Review") of the total hours Contractor provided snow removal services during the term of this Agreement. To the extent Contractor documents



and verifies, during the Review, hours that exceed the Cap, the RDA shall compensate Contractor, above the Cap, at the Rate.

4. Indemnification and Hold Harmless. Contractor (and its officers, agents, employees, affiliates, and assigns) shall defend, pay on behalf of, indemnify, and hold harmless the RDA and Tooele City Corporation (the "City") (and all the RDA's and the City's officials, agents, employees, and representatives) from and against any and all claims (including actions, causes of action, demands, liabilities, loss of income, loss of services, interruption of process, other losses, actions, fines, costs, and attorney fees) asserted or obtained by any person as a result of, or in relation to, Contractor's negligence or intentional misconduct in performing the obligations and activities under this Agreement.

5. Release. Contractor (and its officers, agents, employees, affiliates, and assigns) hereby releases, acquits, and forever discharges the RDA and the City (and all the RDA's and the City's officials, agents, employees, and representatives) from any and all claims (including actions, causes of action, demands, liabilities, loss of income, loss of services, interruption of process, other losses, actions, fines, costs, attorney fees) that Contractor may have against the RDA or the City as a result of, or in relation to, Contractor's obligations and activities under this Agreement.

6. Miscellaneous.

a. No Waiver. The failure by the RDA to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon Contractor's failure to perform thereof, shall not constitute a waiver by the RDA of any such failure to perform or any other covenant, agreement, term, or condition.

b. Third Party Beneficiaries. The City is a third-party beneficiary of this Agreement. Nothing in this Agreement is intended for the benefit of any other party except for the named Parties, the City, and their authorized successors and assigns.

c. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

d. Enforcement of Agreement. If any of the Parties to this Agreement bring an action or proceeding to enforce their rights hereunder, the prevailing party shall be entitled to recover its costs and expenses, including court costs and attorney fees, if any, incurred in connection with such action or proceeding, including any court costs and attorneys fees incurred on appeal.

e. Headings. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, interpretation, or construction of any of the terms or provisions of this Agreement or the intent thereof.



f. Construction of Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Utah, without giving effect to conflict of law principles. The terms of this Agreement have been negotiated by the Parties at arm's length, and the language of the Agreement shall not be construed in favor of or against any particular party.

g. Entire Agreement. This Agreement constitutes the final expression of the Parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, negotiations, and discussions between the Parties with respect to the subject matter covered hereby. Except as expressly stated in this Agreement, no party hereto has made any statement or representation to any other party hereto regarding the facts relied upon by said party in entering into this Agreement, and each party hereto specifically does not rely upon any statement, representation, or promise of any other party hereto in executing this Agreement, except as expressly stated in this Agreement. Each party and their attorneys, if the party so chose, had the opportunity to make such investigation of the facts pertaining to this Agreement, and all of the matters appertaining thereto, as they deem necessary.

h. Amendment to Agreement. Any amendment to this Agreement must be in writing and signed by duly authorized representatives of all of the Parties hereto, in conformance with state and local law, and affirmatively stating the intent of the Parties to amend this Agreement.

i. 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 services performed hereunder.

j. Notices. All notices, demands, requests, or other communications required or permitted by this Lease shall be in writing and effective when received, and delivery shall be made personally, or by registered or certified mail, return receipt requested, postage prepaid, or overnight courier, addressed as follows:

*To the RDA:*

Redevelopment Agency of Tooele City, Utah  
Attention: Mayor's Office  
90 North Main  
Tooele, UT 84074

*To Contractor:*

Peterson Industrial Depot, Inc.  
Attention: Aaron Peterson  
1485 West James Way #691  
Tooele, UT 84074

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

**Redevelopment Agency of  
Tooele City, Utah**

**Peterson Industrial Depot, Inc.**

\_\_\_\_\_  
Chairman of the RDA Board

\_\_\_\_\_  
Aaron Peterson, [Title]

Attest:

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

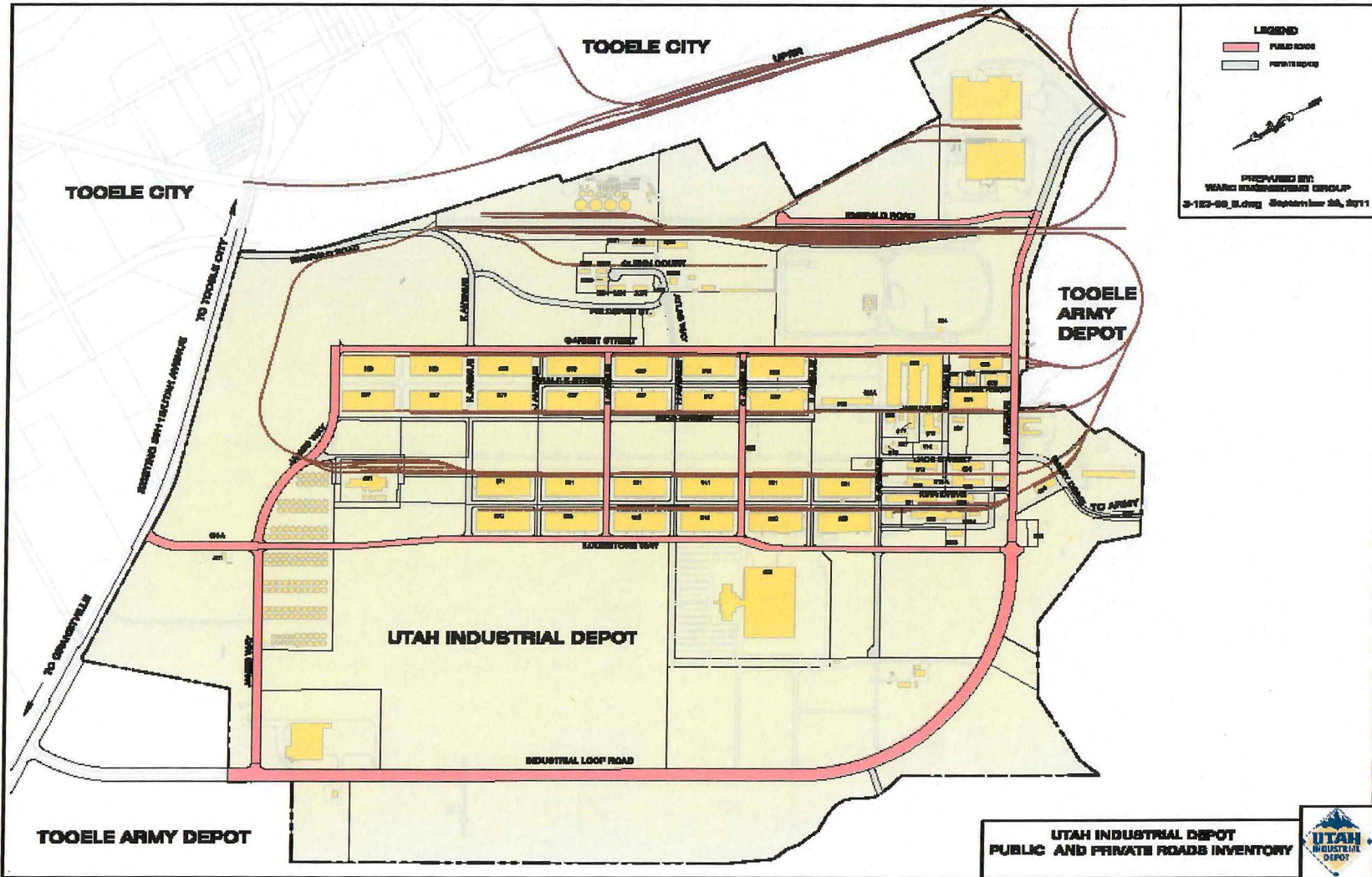
Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, RDA Attorney



## Exhibit A

### Illustration of Public Streets and Rights-of-Way



TOOELE CITY

TOOELE CITY

TOOELE ARMY DEPOT

TOOELE ARMY DEPOT

UTAH INDUSTRIAL DEPOT  
 PUBLIC AND PRIVATE ROADS INVENTORY



PREPARED BY:  
 WEAVER ENGINEERING GROUP  
 3-153-00\_2.DWG September 28, 2011

**Tooele City Redevelopment Agency of Tooele City, Utah  
Business Meeting Minutes**

**Date:** Wednesday, July 17, 2019

**Time:** 7:15 p.m.

**Place:** Tooele City Hall, Small Conference Room  
90 North Main Street, Tooele, Utah

**Board Members Present:**

Brad Pratt  
Dave McCall  
Scott Wardle  
Melodi Gochis

**Board Members Excused:**

Steve Pruden

**City Employees Present:**

Mayor Debbie Winn  
Roger Baker, City Attorney  
Jim Bolser, Community Development Director  
Randy Sant, RDA Board Consultant  
Paul Hansen, City Engineer  
Stephen Evans, Public Works Director

Minutes prepared by Kelly Odermott

Chairman Pratt opened the meeting at 7:15 p.m.

**1. Open Meeting**

The meeting was called to order by Chairman Pratt.

**2. Roll Call**

Brad Pratt, Present  
Dave McCall, Present  
Scott Wardle, Present  
Melodi Gochis, Present

**3. Public Hearing and Motion on the RDA Resolution 2019-14 A Resolution of the Redevelopment Agency of Tooele City, Utah Adopting a Amended Budget for Fiscal Year 2019-2020.**

Presented by Mayor Debbie Winn



Mayor Winn stated that the amendment being requested is to put back the \$530,000 that were adjusted in the June meeting. The \$530,000 is under the contract services. It is a contract with the City for the obligation of paying on bonds.

Chairman Pratt opened the public hearing, there were no comments. Chairman Pratt closed the public hearing.

Chairman Pratt asked the Board if they had any questions of comments; there were none.

**Board Member Wardle moved to approve RDA Resolution 2019-14.** Board Member McCall seconded the motion. The vote was as follows: Board Member McCall, "Aye," Board Member Wardle, "Aye," Board Member Gochis, "Aye," Chairman Pratt, "Aye." The motion passed.

4. **RDA Resolution 2019-07 A Resolution of the Redevelopment Agency of Tooele City, Utah Approving a Listing Agreement with New West Realty Group for the Sale of up to 358 Acres of RDA-Owned Property in Bauer.**

Presented by Roger Baker

Mr. Baker stated that this property is owned by the RDA of a result of a foreclosure. The board has decided to liquidate the property to supplement the fund balance of the RDA. Mr. Baker stated that he was asked to reach out to Mike Quarnburg to list the property. The listing was delayed slightly to identify a five-acre parcel to hole for possible future uses of Tooele City. That has been identified and surveyed. The property is ready to list.

Chairman Pratt asked the Board if they had any questions or comments; there were none. Questions by the board.

**Board Member Gochis moved to approve RDA Resolution 2019-07.** Board Member McCall seconded the motion. The vote was as follows: Board Member McCall, "Aye," Board Member Wardle, "Aye," Board Member Gochis, "Aye," Chairman Pratt, "Aye." The motion passed.

5. **RDA Resolution 2019-11 A Resolution of the Redevelopment Agency of Tooele City, Utah,, Approving a Development Agreement with M-53 Associates for 33 Acres of Land Located at Main Street and 1000 North.**

Presented by Brad Pratt

Chairman Pratt stated that this the property that they have been working on for a lot of years. It will be a retail development on 1000 North and Main Street. It includes 33 acres. He thanked all those who have worked on this project for many years to get to this point. Chairman Pratt turned the time over to Randy Sant to discuss the development agreement.

Mr. Sant stated that this agreement is a participation agreement with the development agency for funding assistance with the development of the property. There have been several variations of this agreement and this is a consensus of the terms. The RDA's responsibility is to assist with tax increment, assist with providing water to part of the development, relocation of a sewer line which will possibility need to be moved, and allows in the event of residential

development the agreement to allow up to 25 units per acre of water. The developer has the responsibility to build the development as per the site plan. The attachments have all been received for the development, excluding the site plan. That has to go through the City process for approval. Once the City has completed the site plan approval process, the agreement requires the plan to be approved by the RDA. Once the site plan is approved then it will be attached to the agreement. Staff is recommending as part of the motion to require that the site plan be approved by the RDA Board before this agreement will be executed.

Chairman Pratt asked the Board if there were any questions or concerns; there were none.

**Board Member Wardle moved to approve RDA Resolution 2019-11 approving the development agreement with M-53 Associates for 33 acres of land located at Main Street and 1000 North, that this Resolution will be adopted by the RDA Board whom will sign the agreement once the site plan has been approved.** Board Member Gochis seconded the motion. The vote was as follows: Board Member McCall, "Aye," Board Member Wardle, "Aye," Board Member Gochis, "Aye," Chairman Pratt, "Aye." The motion passed.

#### 6. Minutes

Chairman Pratt asked the Board if there were any concerns or comments about the minutes.

**Board Member McCall moved to table the minutes until they can be reviewed.** Board Member Gochis seconded the motion. The vote was as follows: Board Member McCall, "Aye," Board Member Wardle, "Aye," Board Member Gochis, "Aye," Chairman Pratt, "Aye." The motion passed

#### 7. Adjourn

**Board Member Wardle moved to adjourn.** Board Member McCall seconded the motion. The vote was as follows: Board Member McCall, "Aye," Board Member Wardle, "Aye," Board Member Gochis, "Aye," Chairman Pratt, "Aye." The motion passed.

The meeting was adjourned at 7:26pm.

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

Approved this 7<sup>th</sup> Day of August 2019

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Brad Pratt, RDA Chair

**Tooele City Redevelopment Agency (RDA)  
Business Session Minutes**

Date: Friday, August 23, 2019  
Time: 8:30 a.m.  
Place: Tooele City Hall, Large Conference Room  
90 North Main Street, Tooele Utah

**RDA Board Members Present:**

Brad Pratt, Chair  
Steve Pruden  
Scott Wardle  
Dave McCall  
Melodi Gochis

**City Employees Present:**

Debbie Winn, Executive Director  
Shilo Baker, Assistant to Executive Director of RDA  
Matt Johnson, Assistant City Attorney

Minutes prepared by Michelle Pitt

1. **Open Meeting:**

Chairman Pratt opened the meeting at 8:32 a.m.

2. **Roll Call:**

Chairman Brad Pratt, Present  
Steve Pruden, Present  
Scott Wardle, Present  
Dave McCall, Present  
Melodi Gochis, Present

3. **Motion to Close Meeting to Discuss Property Acquisition:**

A motion was made by Board Member Pruden to close the meeting to discuss property acquisition. The motion was seconded by Board Member McCall. All members of the board voted, "Aye."

The meeting closed at 8:33 a.m.

No minutes were taken on this item.

4. **Adjourn:**



Board Member Pruden made a motion to adjourn the meeting. Board Member Wardle seconded the motion. All members of the board voted, "Aye."

The meeting adjourned at 9:22 a.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 \_\_\_\_\_, 2019

\_\_\_\_\_  
Brad Pratt, Tooele City Redevelopment Agency Chairman

DRAFT