

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council and the Tooele City Redevelopment Agency will meet in a Work Meeting, on Wednesday, September 1, 2021, at 5:30 p.m. The Meeting will be Held in the Tooele City Hall Council Chambers, Located at 90 North Main Street, Tooele, Utah.

We encourage you to join the City Council meeting electronically by logging on to the Tooele City Facebook page at <https://www.facebook.com/tooelecity>.

- 1. Open City Council Meeting**
- 2. Roll Call**
- 3. Mayor's Report**
- 4. Council Member's Report**
- 5. Secondary Water Presentation**
Presented by Jamie Grandpre, Public Works Director
- 6. Police Wage Salary Discussion**
Presented by Kami Perkins, Human Resource Director
- 7. ARPA Funding Recommendation/Grant Request**
Presented by Shannon Wimmer, Finance Director
- 8. Ordinance 2021-09** An Ordinance of the Tooele City Council Amending Tooele City Code Section 10-3-6 Regarding the Penalties for Snow Event Parking Violations
Presented by Adrian Day, Chief of Police
- 9. Discussion on a Proposed Development Concept Plan** for the Skyline Vista Project by Steve McCleery Located Generally Between 50 East and 200 East Skyline Drive
Presented by Jim Bolser, Community Development Director
- 10. Resolution 2021-86** A Resolution of the Tooele City Council Approving an Agreement with Broken Arrow Construction for the England Acres Parking Lot and Storm Water Project
Presented by Darwin Cook, Parks and Recreation Director
- 11. Resolution 2021-87** A Resolution of the Tooele City Council Approving an Agreement with MHTN Architects for the Design of the Devil's Ditch Trail at England Acres Park
Presented by Darwin Cook, Parks and Recreation Director
- 12. Resolution 2021-88** A Resolution of the Tooele City Council Approving an Agreement with Broken Arrow, Inc. for the Seventh Street Improvements and the Middle Canyon Box Culvert
Presented by Paul Hansen, City Engineer

- 13. Resolution 2021-89** A Resolution of the Tooele City Council Approving a Development Backbone Contract with Rocky Mountain Power (“RMP”) Presented by Jared Stewart, Economic Development Coordinator
- 14. Closed Meeting**
 - Litigation, Property Acquisition, and/or Personnel
- 15. 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 435-843-2113 Or Michellep@Tooelecity.Org, Prior To The Meeting.



POLICE PAY DISCUSSION

September 1, 2021

Background

Background

Tier 2 Retirement – Longer Service Time
2018 Tooele City – New Police Pay Plan
Officer Shortage/Competition
Private Sector Pay Competition
City Council Approves Additional Officer – 1/Yr.

Benefit Increase

Tooele City Tier 2 Enhanced Retirement Program
Education Benefits
URS Changed Tier 2
Tooele City Approved Pick-Up Election

Pandemic/Riots

Riots / Social Unrest / Defund Police
Pandemic/ Hazard Pay
Inflation
Labor Shortage
Pay Competition

Wage War Begins

Taylorsville City – June 2021
SLC – June 2021
West Valley – July 2021
WJPD, SJPD, SSLPD - August 2021

Apprise City Council

Council Work Meeting – Aug. 4
Preliminary/Individual Discussions with Council Members
Options Meeting - Council Chair/Graff – Aug. 13

**City Council
Potential Options
Fiscal Impact**



POLICE WAGE SAMPLE FOR COUNCIL UPDATE ON RECENT ADJUSTMENTS

8/26/2021

Agencies in red have made adjustments to their salary schedule since Tooele City passed our FY22 budget. These agencies are actively recruiting experienced officers and are offering experience credit for pay purposes.

| POLICE OFFICER I | PO II/SENIOR OFFICER/3-5 YEARS | | 5+ YEARS (Titles include Corporal, POIII, Master Officer) | | SERGEANT | | |
|---|--------------------------------|---------------------------|--|---------------------------|-----------|---------------------------|-----------|
| | Min | Min | Min | Min | Min | Min | |
| Sandy | \$28.36 | Sandy | \$31.90 | Sandy | \$34.51 | Sandy | \$ 44.53 |
| South Salt Lake | \$28.34 | South Salt Lake | \$30.65 | South Salt Lake | \$33.15 | South Salt Lake | \$ 45.69 |
| Taylorsville | \$27.40 | Taylorsville | \$30.85 | Taylorsville | \$34.73 | Taylorsville | \$ 42.36 |
| West Valley | \$27.15 | West Valley | \$30.53 | West Valley | \$36.14 | West Valley | \$ 44.41 |
| South Jordan* | \$27.04 | South Jordan* | \$32.77 | South Jordan* | \$37.44 | South Jordan* | \$ 42.16 |
| West Jordan | \$27.00 | West Jordan | \$31.25 | West Jordan | \$37.12 | West Jordan | \$ 41.46 |
| Salt Lake City | \$26.93 | Salt Lake City | \$28.71 | Salt Lake City | \$34.69 | Salt Lake City | \$ 43.24 |
| Park City | \$26.66 | Park City | \$30.66 | Park City | | Park City | |
| Herriman | \$24.80 | Herriman | | Herriman | | Herriman | \$ 37.91 |
| Cottonwood Heights | \$24.09 | Cottonwood Heights | | Cottonwood Heights | \$38.61 | Cottonwood Heights | \$ 39.56 |
| Murray | \$23.82 | Murray | | Murray | | Murray | |
| Utah Highway Patrol | \$22.35 | Utah Highway Patrol | | Utah Highway Patrol | | Utah Highway Patrol | |
| Summit County | \$22.32 | Summit County | \$25.83 | Summit County | \$30.76 | Summit County | |
| Unified Police Department | \$22.14 | Unified Police Department | \$24.67 | Unified Police Department | \$26.77 | Unified Police Department | \$ 36.70 |
| Tooele County | \$21.93 | Tooele County | \$24.18 | Tooele County | \$27.99 | Tooele County | |
| Tooele City | \$21.80 | Tooele City | \$23.76 | Tooele City | \$28.35 | Tooele City | \$ 32.96 |
| Draper | \$21.42 | Draper | | Draper | | Draper | \$ 36.67 |
| Riverton | \$20.52 | Riverton | | Riverton | | Riverton | |
| Grantsville | \$19.00 | Grantsville | \$22.00 | Grantsville | \$24.00 | Grantsville | \$ 26.00 |
| TCSD Hourly Eq. Teacher using contracted 7.5 hr day and 187 contract days | \$37.08 | Riverton | | Riverton | | Riverton | \$ 32.31 |
| Top Half Median | \$27.02 | Top Half Median | \$30.76 | Top Half Median | \$35.44 | Top Half Median | \$ 42.36 |
| Tooele City Current | \$21.80 | Tooele City Current | \$23.76 | Tooele City Current | \$28.35 | Tooele City Current | \$ 32.96 |
| Difference \$ | \$ (5.22) | Difference \$ | \$ (7.00) | Difference \$ | \$ (7.09) | Difference \$ | \$ (9.40) |
| Difference % | -19% | Difference % | -23% | Difference % | -20% | Difference % | -22% |

| What if Scenario | | | | | | | |
|---------------------------|-----------|---------------------------|-----------|---------------------------|-----------|---------------------------|-----------|
| Top Half Median | \$27.02 | Top Third Median | \$30.76 | Top Half Median | \$ 35.44 | Top Half Median | \$ 42.36 |
| Tooele City with 15% Inc. | \$25.07 | Tooele City with 20% Inc. | \$28.51 | Tooele City with 15% Inc. | \$34.02 | Tooele City with 15% Inc. | \$ 39.55 |
| Difference \$ | \$ (1.95) | Difference \$ | \$ (2.25) | Difference \$ | \$ (1.42) | Difference \$ | \$ (2.81) |
| Difference % | -7% | Difference % | -7% | Difference % | -4% | Difference % | -7% |

The cost to align more closely with SLC (which is also close to the median of the top 50% of the above sample) is projected to be up to **\$1.1 million**

SLC Union Contract reportedly requires SLC to hold their officers at 1% above the highest paid agency in the State of Utah for the next three years. If accurate, movement by other agencies may result in further adjustment by SLC.

Rates DO NOT reflect amounts agencies are offering as: Sign on Bonus, Retention Bonus, Shift Differentials, Housing Allowances/Stipends/Downpayments, Referral Bonus, Hazard Pay, Education Premium Pay

All agencies in top 50% did adopt the URS Tier 2 Pick-up Election (in lieu of passing on to officers) and still contribute additional to officers' 401k accounts.

Several agencies report that they are using ARPA funds to address the immediate need. Only one agency I heard from said that they have a plan and funding in place for when ARPA funds are exhausted. WVC announced that they will do a tax increase at that time to cover the cost.



With Sandy City's, Top Half is now at \$27.02 (was \$25.02)



| Option | PD Labor Projection | FY22 Cost Increase | Mayor's Recommend | Finance Director's Projection of Tax Increase Needed to Fund this ongoing |
|--|--|--------------------|-------------------|--|
| FY22 Labor Projection included with Approved Budget | | | | |
| | \$ 5,509,758.00 | | | |
| A | Match SLC Keep T2 Enhanced \$ 6,573,844.00 | \$ 1,064,086 | | 27.62% (\$359K res value incre \$8/mo) (8.78% to hold Rate FY23 + 18.84% Police Raise) |
| B | Match SLC W/as closely as possible CUT T2 Enhanced \$ 6,508,181.00 | \$ 998,423 | | - |
| C | Target Position - Match Top Half Median as closely as possible (PO I - \$25.07; POII - \$28.51; Corporal/POIII - \$34.02; Sergeant - \$39.55) Keep T2 Enhanced Through Budget Year \$ 6,200,371.00 | \$ 690,613 | 1 | 21.01% (\$359K res value incre \$5/mo) (8.78% to hold Rate FY23 + 12.23% Police Raise) |
| D | \$3.00 Increase to first step of each (PO I - \$24.80, PO II - \$26.76, PO III - \$31.35, Sgt. - \$35.96) Keep T2 Enhanced \$ 5,878,314.00 | \$ 368,556 | 2 | 15.3% (8.78% to hold Rate FY23 + 6.53% Police Raise) |
| E | \$3.00 Increase to first step (Pay same as Option D) CUT T2 Enhanced \$ 5,820,022.00 | \$ 310,264 | 3 | 14.27% (\$359K res value incre \$2/mo) (8.78% to hold Rate FY23 + 5.49% Police Raise) |
| F | \$3.00 Increase to first step (Pay same as Option D) Keep T2 Enhanced Freeze filling new PO position approved in FY22 budget \$ 5,776,178.00 | \$ 266,420 | | - |
| G | \$3.00 Increase to first step (Pay same as Option D) CUT T2 Enhanced Freeze filling new PO position \$ 5,719,936.00 | \$ 210,178 | | - |

TOOELE CITY CORPORATION
F.Y. 2022 - 2023
TAX RATE ESTIMATES

26-Aug-21

Tax Rates Needed to Match Salt Lake City Pay Rates

| LEVY | REVENUE | TAX RATE | % INCREASE |
|----------------------|------------------|-----------------|---|
| CURRENT | 5,447,705 | 0.002763 |  |
| HOLD RATE FY 23 | 6,143,451 | 0.002763 | 8.78% |
| POLICE RAISE | 1,064,086 | 0.000479 | 18.84% |
| TOTAL GENERAL | 7,207,537 | 0.003242 | 27.62% |

| TAX RATE % INCREASE MATCH SLC | |
|-------------------------------|----------|
| FY 23 EST RATE | 0.002540 |
| PROPOSED RATE | 0.003242 |
| RATE INCREASE | 0.000702 |
| % INCREASE | 27.64% |

Tax Rates Needed for Proposed Option #1

| LEVY | REVENUE | TAX RATE | % INCREASE |
|----------------------|------------------|-----------------|---|
| CURRENT | 5,447,705 | 0.002763 |  |
| HOLD RATE FY 23 | 6,143,451 | 0.002763 | 8.78% |
| POLICE RAISE | 690,613 | 0.000311 | 12.23% |
| TOTAL GENERAL | 6,834,064 | 0.003074 | 21.01% |

| TAX RATE % INCREASE OPTION #1 | |
|-------------------------------|----------|
| FY 23 EST RATE | 0.002540 |
| PROPOSED RATE | 0.003074 |
| RATE INCREASE | 0.000534 |
| % INCREASE | 21.02% |

Tax Rates Needed for Proposed Option #2

| LEVY | REVENUE | TAX RATE | % INCREASE |
|----------------------|------------------|-----------------|---|
| CURRENT | 5,447,705 | 0.002763 |  |
| HOLD RATE FY 23 | 6,143,451 | 0.002763 | 8.78% |
| POLICE RAISE | 368,556 | 0.000166 | 6.53% |
| TOTAL GENERAL | 6,512,007 | 0.002929 | 15.30% |

| TAX RATE % INCREASE OPTION #2 | |
|-------------------------------|----------|
| FY 23 EST RATE | 0.002540 |
| PROPOSED RATE | 0.002929 |
| RATE INCREASE | 0.000389 |
| % INCREASE | 15.31% |

Tax Rates Needed for Proposed Option #3

| LEVY | REVENUE | TAX RATE | % INCREASE |
|----------------------|------------------|-----------------|---|
| CURRENT | 5,447,705 | 0.002763 |  |
| HOLD RATE FY 23 | 6,143,451 | 0.002763 | 8.78% |
| POLICE RAISE | 310,264 | 0.000140 | 5.49% |
| TOTAL GENERAL | 6,453,715 | 0.002903 | 14.27% |

| TAX RATE % INCREASE OPTION #3 | |
|-------------------------------|----------|
| FY 23 EST RATE | 0.002540 |
| PROPOSED RATE | 0.002903 |
| RATE INCREASE | 0.000363 |
| % INCREASE | 14.29% |

Finance Department Cost Calculations

- Fund from Savings???
- Many entities are using ARPA money to fund their increases
- Few entities have plans in place for ongoing funding
- Prudent Council Understands the potential cost and what that may mean to our citizens

Monthly Estimates

PROPERTY TAX INFORMATION:

F.Y. 2020 - 2021 PROPERTY TAX

| 01 TAXABLE VALUE | REVENUE | RATE | % DECREASE |
|------------------|-----------|----------|------------|
| 1,719,854,723 | 5,247,277 | 0.003051 | 4.80% |

F.Y. 2021 - 2022 PROPERTY TAX

| 01 TAXABLE VALUE | REVENUE | RATE | % DECREASE |
|------------------|-----------|----------|------------|
| 1,971,663,012 | 5,447,705 | 0.002763 | -9.44% |

F.Y. 2022 - 2023 ESTIMATED PROPERTY TAX IF NO TRUTH IN TAXATION

| 01 TAXABLE VALUE | REVENUE | RATE | % DECREASE |
|------------------|-----------|----------|------------|
| 2,223,471,301 | 5,647,705 | 0.002540 | -8.07% |

COMPUTATION OF RATE CHANGE ON INDIVIDUAL PROPERTIES - MATCH SALT LAKE CITY

| PROPERTY TYPE | AVG. TAX VALUE | CURRENT TAX | PROPOSED TAX | INC/(DEC) | INC/PER MO |
|---------------|----------------|-------------|--------------|-----------|------------|
| RESIDENTIAL | 359,896 | 547 | 642 | 95 | 8 |
| COMMERCIAL | 359,896 | 994 | 1,167 | 172 | 14 |

COMPUTATION OF RATE CHANGE ON INDIVIDUAL PROPERTIES - OPTION #1

| PROPERTY TYPE | AVG. TAX VALUE | CURRENT TAX | PROPOSED TAX | INC/(DEC) | INC/PER MO |
|---------------|----------------|-------------|--------------|-----------|------------|
| RESIDENTIAL | 359,896 | 547 | 608 | 61 | 5 |
| COMMERCIAL | 359,896 | 994 | 1,106 | 112 | 9 |

COMPUTATION OF RATE CHANGE ON INDIVIDUAL PROPERTIES - OPTION #3

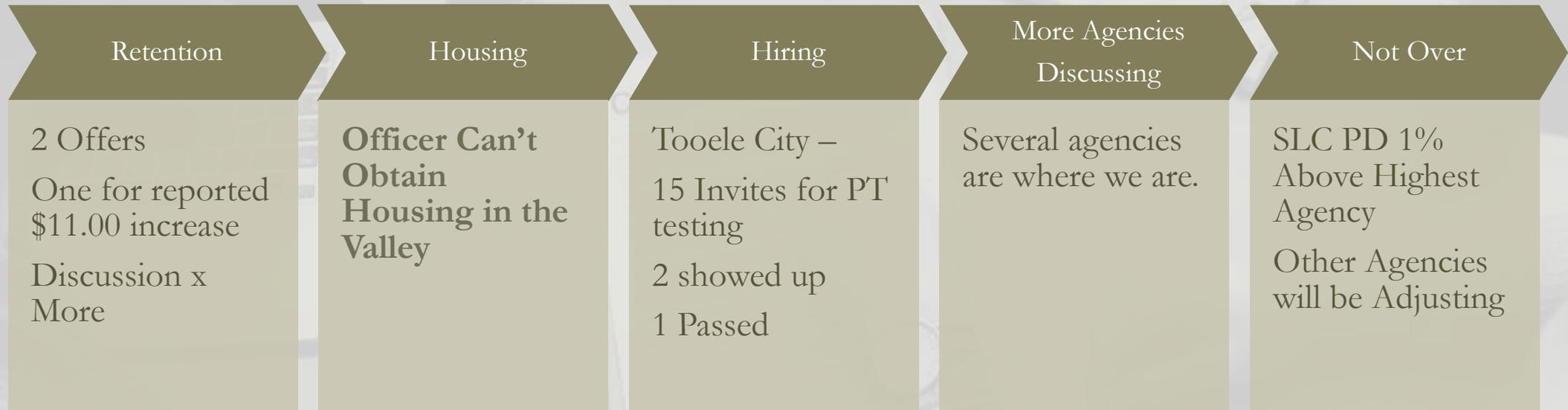
| PROPERTY TYPE | AVG. TAX VALUE | CURRENT TAX | PROPOSED TAX | INC/(DEC) | INC/PER MO |
|---------------|----------------|-------------|--------------|-----------|------------|
| RESIDENTIAL | 359,896 | 547 | 575 | 28 | 2 |
| COMMERCIAL | 359,896 | 994 | 1,045 | 50 | 4 |



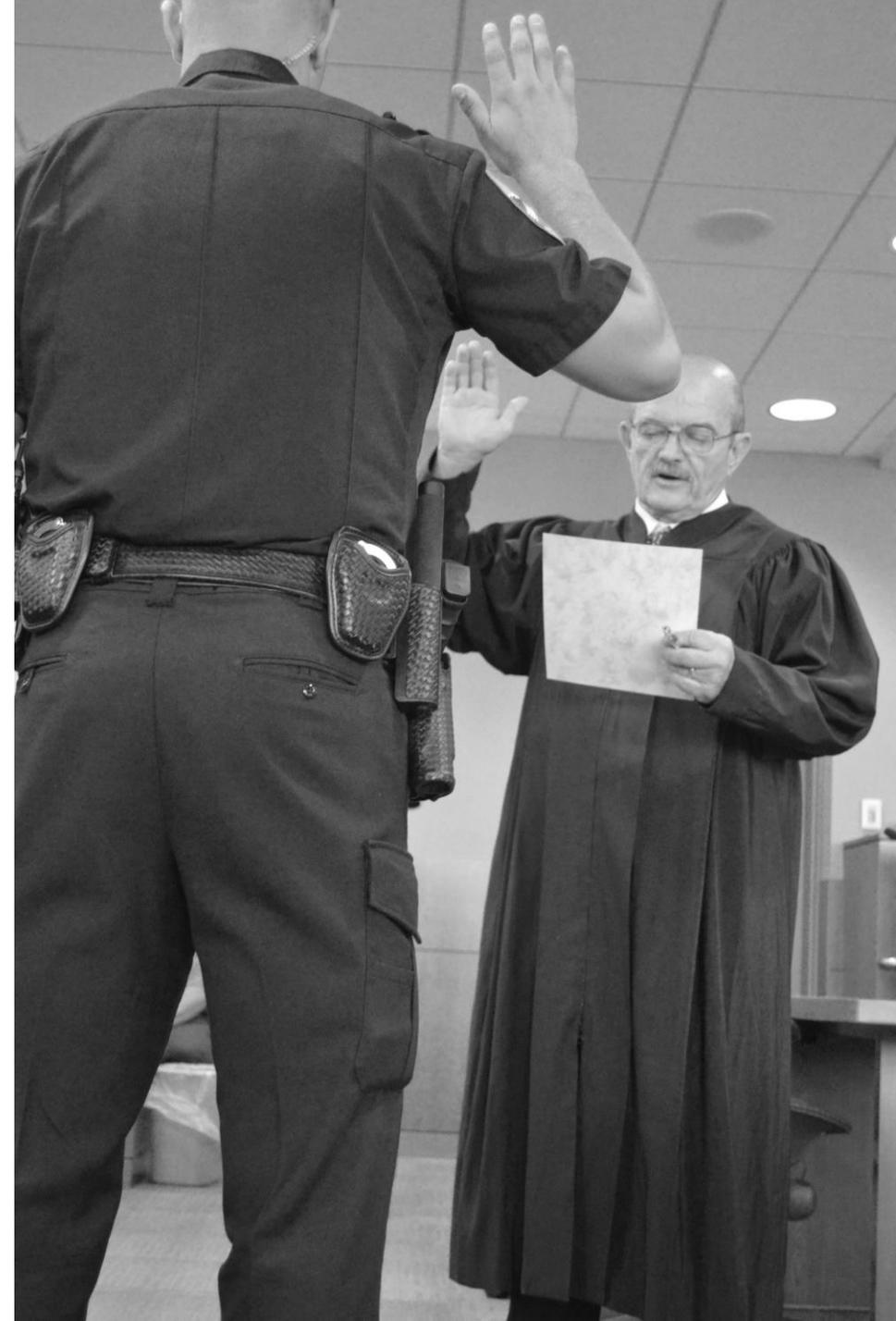
Councilmember Graff Proposal

- City Council Fund a long-term Early Retirement Buy-out for Tier 2
- Administration recommends this as a later adjustment
- Further study and actuarial analysis prudent

Where We Are



DISCUSSION & DIRECTION



Purchasing Future Service Credits (URS) For Tooele City Police Proposal

Problem:

- Pay for police officers across the Wasatch Valley is increasing while Tooele City PD's pay is lagging
- We are and have the potential to lose experienced officers to other jurisdictions who pay higher
- Cost of finding, hiring and training a police officer is high and requires 6+ months (POST 14-16 weeks, FTO 8 to 12 weeks)

Advantages:

- Gives an incentive for Tooele City Police Officers to stay with Tooele City until retirement
- Reduces turn-over and costs associated with hiring and training new officers
- Tooele City would be the first to purchase service credits for police officers (that I know of)
- Future Service Credits can be estimated, projected and budgeted
- Many of the officers we will lose are Tier II as they were hired after 2011 and have to complete 25 years for full retirement.
- Does not increase retirement benefit cost (hourly wage increase also increases associated costs of benefits)
- Gives police officers the option to retire earlier than 25 years if they choose

Disadvantages:

- Does not address the hourly wage war in law enforcement
- Not an incentive for officers who are nearing retirement
- Will not retain officers who are only seeking top hourly rate
- City can only pay up to 95% of service credit cost
- Officer would have to pay 5% of the service credit (roughly \$1,588 per credit year)
- Officers could not use this benefit until they have 20 years of credits
- Officers have to retire to invoke this benefit

Requirements:

- Be an active member in the Public Safety/ Firefighter Tier 2 Retirement System, and
- Have 20 years of service or be age 65 with five years of service. You (or jointly with your employer) may purchase up to five years, even if it exceeds the years you need to retire with an unreduced retirement allowance (meaning no early age reduction).
- At a minimum, the number of years of service credit you buy must be enough to allow you to retire without an early age reduction. **You must pay at least 5% of the total cost and retire immediately after your purchase. Your employer may pay up to 95%.**
- Payment will only be accepted within 15 days of your retirement date set with URS.
- Estimated cost for an officer earning 100k at retirement is \$31,858.00 per service credit year or \$96,817.00 for three years
 - Criteria for estimate: 35-year-old, married (spouse/significant other 32 years old) with 9 years' service, Tier II, purchasing at 20-year mark, five years top salary 85k, 90k 95k, 100k, 105k.

Possible Program

- Complete 10 years of service at Tooele City PD and retire and Tooele City will pay 95% of 1-3 years of service credits

Numbers Hypos

- If 20 officers participate in the program and complete 10 years, and the Tooele City purchases 3 future service credits per officer, the cost to City would be \$1,839,000.00 ($\$31,858.00 \times 3 \times 20 \times .95\% = \text{total}$).
- If 20 officers participate in the program and complete 10 years, and the Tooele City purchases 2 future service credits per officer, the cost to City would be \$1,210,640.00 ($\$31,858.00 \times 2 \times 20 \times .95\% = \text{total}$).
- If 20 officers participate in the program and complete 10 years, and the Tooele City purchases 1 future service credits per officer, the cost to City would be \$605,302.00 ($\$31,858.00 \times 1 \times 20 \times .95\% = \text{total}$).

Compare to Hourly Rate Increase

- If we gave 20 officers a \$5 dollar raise, the 10-year cost just for the raise would be \$2,008,000.00, which does not include the increase of benefits cost associated with the raise ($\$5 \times 2080 \times 10 \times 20 = \text{total}$).

TOOELE CITY CORPORATION

ORDINANCE 2021-09

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING TOOELE CITY CODE SECTION 10-3-6 REGARDING THE PENALTIES FOR SNOW EVENT PARKING VIOLATIONS.

WHEREAS, Tooele City Code Section 10-3-31 provides for civil penalties for violations of Chapter 10-3 regarding parking, and provides in part as follows:

- (2) Any person violating any provision of this Chapter shall be liable for a \$50 civil penalty for each violation. Any penalty assessed under this Chapter may be in addition to such other penalties as may be provided in this Title.
- (3) Any penalty that is not paid within 15 calendar days from the date of receipt of notice shall be increased to \$100.

WHEREAS, on May 6, 2020, the City Council approved Ordinance 2020-21, amending TCC Section 10-3-6 regarding on-street parking during snow events, and establishing a civil penalty of \$100 per violation:

- (4) A violation of this Section is punishable by a civil penalty of \$100.

WHEREAS, the two penalty provisions described above have created some confusion with the public and with City staff, and the City Council desires to amend the snow event parking penalty to be consistent with the other parking penalties established in Section 10-3-31:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that

- 1. Tooele City Code Section 10-3-6 is hereby amended to repeal Subsection (4); and,
- 2. the Tooele City Fee Schedule is accordingly amended.

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 _____, 2021.

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, Tooele City Attorney

rights-of-way and streets angle parking shall be permitted and shall cause angle parking areas to be marked or signed. Angle parking in the public rights-of-way is prohibited unless otherwise marked or signed. Angle parking shall not be permitted upon any federal-aid or state right-of-way unless the Utah Department of Transportation has determined that the right-of-way is of sufficient configuration to permit angle parking without interfering with the free movement of vehicular traffic, and the angle parking is marked or signed.

(2019-31, 12-04-2019)(Ord. 2019-11, 04-17-2019)(Ord. 1990-08, 06-14-1990)

10-3-4. Parallel Parking.

No person shall stop, stand, or park a vehicle within a public right-of-way other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement. Where a gutter is provided, of whatever design, the right-hand (passenger-side) tires of the vehicle must be located entirely on the gutter, except where the gutter is a historic deep irrigation structure, or as otherwise provided in this Chapter. Where no gutter is provided, vehicles shall be parked so as to not create a risk to vehicles traveling on the roadway.

(2019-31, 12-04-2019)(Ord. 2019-11, 04-17-2019)(Ord. 1990-08, 06-14-1990)

10-3-5. Parking Not To Obstruct Traffic.

No person shall stop, stand, or park a vehicle upon a public right-of-way in such a manner as to leave available less than ten feet of the width of a roadway for the free movement of vehicular traffic.

(2019-31, 12-04-2019)(Ord. 2019-11, 04-17-2019)(Ord. 1990-08, 06-14-1990)

10-3-6. Snow Event Parking Restrictions - Removal of Vehicles - Penalty.

(1) It shall be unlawful to park a vehicle on any public right-of-way:

(a) when snow is falling upon that vehicle; or,
(b) when snow or ice have accumulated in any amount on the right-of-way upon which that vehicle is parked.

(2) Any vehicle parked in violation of this Section may be removed at the discretion of the Tooele City Police Department for creating public safety risks and for obstructing the City's snow removal efforts.

(3) The following are exempt from this Section:

(a) emergency vehicles and personnel in the performance of their functions and duties; and,

(b) Tooele City public works vehicles and employees in the performance of their functions and duties.

~~(4) A violation of this Section is punishable by a civil penalty of \$100.~~

(2020-21, 05-06-2020) (2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-7. Parking for Certain Purposes Prohibited.

No person shall park a vehicle upon any public right-of-way for any of the following purposes:

(1) displaying the vehicle for sale;

(2) washing, greasing, or repairing the vehicle except repairs necessitated by an emergency;

(3) displaying advertising; or,

(4) selling food or other merchandise, except as expressly authorized in this Code.

(2019-31, 12-04-2019)(Ord. 2019-11, 04-17-2019)(Ord. 1990-08, 06-14-1990)

10-3-8. Parking at Tooele High School. (Repealed.)

(2019-31, 12-04-2019) (Ord. 1990-08, 06-14-1990)

10-3-9. Application of Provisions.

The provisions of this Chapter shall apply at all times, or at those times specified in this Chapter, or as indicated on official signs, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic-control device.

(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-10. Provisions Not Exclusive.

The provisions of this Chapter imposing a time limit on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing, or parking of vehicles in specified places or at specified times.

(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-11. Vehicles - Registration and Plates.

(1) Every vehicle at all times while standing or being stopped or parked upon a public right-of-way shall:

(a) be registered in the name of the owner thereof in accordance with the laws of the state, unless the vehicle is not required by the laws of Utah to be registered in this state;

(b) display in proper position two valid, unexpired registration plates, one on the front and one on the rear of the vehicle; and,

(c) when required, bear current validation or indicia of registration attached to the rear plate and in a manner complying with the laws of the state of Utah, which registration shall be free from defacement, mutilation, grease, dirt, and other obscuring items, so as to be plainly visible and legible at all times.

(2) If the vehicle is not required to be registered in this state, and the indicia of registration issued by another state, territory, possession, or district of the United States, or of a foreign country, substantially complies with the provisions hereof, such registration shall be considered as in compliance with this Section.

(2019-31, 12-04-2019)(Ord. 2019-11, 04-17-2019)(Ord. 1990-08, 06-14-1990)

10-3-12. Parking Signs Required.

(1) When the City desires to implement any site-specific parking regulation that imposes a parking time limit or parking prohibition in a specific location, the City shall install and maintain signs and/or pavement markings that provide notice of the regulation at the location where enforcement is sought.

(2) This section shall not apply to the following:

| LEGEND | |
|--------|---------------|
| | PROPERTY LINE |
| | LOT LINE |
| | EASEMENT LINE |
| | EXISTING CURB |
| | PROPOSED CURB |

| SLOPE ANALYSIS | |
|----------------|------------------------------------|
| | AREAS OF BETWEEN 10% AND 30% SLOPE |
| | AREAS OF ABOVE 30% SLOPE |



DEVELOPER

DEVELOPMENT

Skyline Vista

SCALE: 1" = 100'

Berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland UT 84003
office (801) 492-1277
cell (801) 616-1677

| REVISIONS | | SEAL |
|-----------|------------------|------|
| NO | DATE DESCRIPTION | |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |

| ACTION | DATE |
|---------|-----------|
| CONCEPT | 7/16/2021 |

PROJECT

Skyline Vista

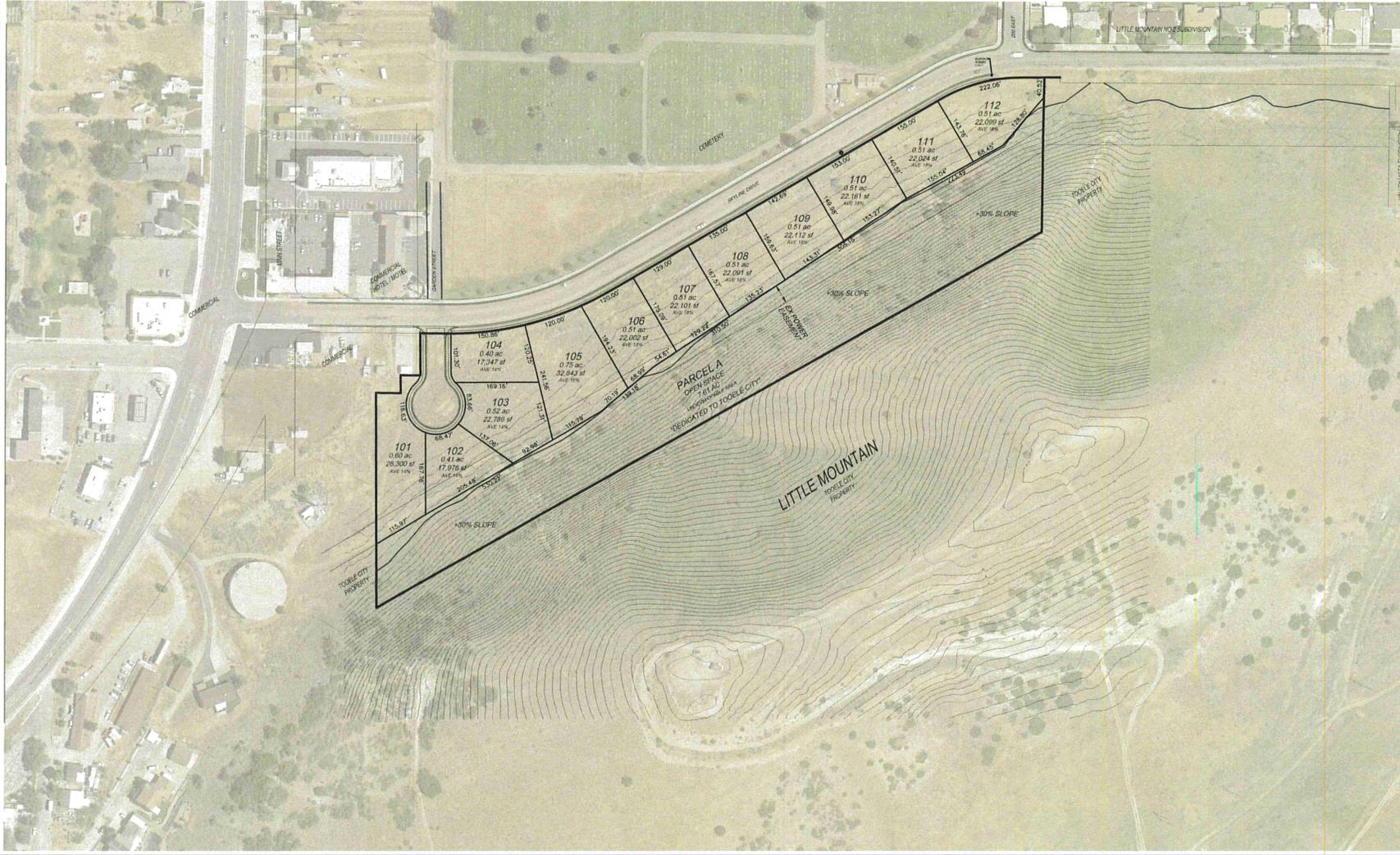
DESCRIPTION

CONCEPT PLAN
PRELIMINARY - NOT FOR CONSTRUCTION

| SHEET NAME | SHEET NUMBER |
|------------|--------------|
| COVER | ALT1 |

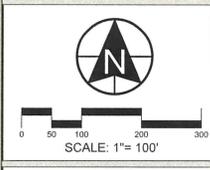
| LEGEND | |
|--------|---------------|
| | PROPERTY LINE |
| | LOT LINE |
| | EASEMENT LINE |
| | EXISTING CURB |
| | PROPOSED CURB |

| SLOPE ANALYSIS | |
|----------------|------------------------------------|
| | AREAS OF BETWEEN 10% AND 30% SLOPE |
| | AREAS OF ABOVE 30% SLOPE |



DEVELOPER

Skyline Vista



berg
 CIVIL ENGINEERING
 11038 N Highland Blvd Suite 400
 Highland UT, 84003
 office (801) 482-1277
 cell (801) 616-1677

| NO. | REVISIONS | SEAL |
|-----|-----------|------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |

| ACTION | DATE |
|---------|-----------|
| CONCEPT | 7/16/2021 |

Skyline Vista

DESCRIPTION
CONCEPT PLAN
 PRELIMINARY - NOT FOR CONSTRUCTION

| SHEET NAME | SHEET NUMBER |
|------------|--------------|
| COVER | ALT1 |

TOOELE CITY CORPORATION

RESOLUTION 2021-86

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BROKEN ARROW CONSTRUCTION FOR THE ENGLAND ACRES PARKING LOT PROJECT.

WHEREAS, Tooele City owns and operates the regional England Acres Park complex, and desires to add a parking lot (the "Project") for greater park access; and,

WHEREAS, the City solicited public bids for construction of the Project in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated; and,

WHEREAS, Broken Arrow Construction has submitted a total cost proposal of \$390,000 for construction of the Project, which is the lowest responsible responsive bid (see the Bid Tabulation attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of 5% as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves an agreement (attached as Exhibit B) with Broken Arrow Construction, in the amount of \$390,000 for construction of the Project, and an additional 5% contingency is hereby approved which may be used for changed conditions as reviewed and approved by the Mayor.

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 _____, 2021.

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, Tooele City Attorney

EXHIBIT A

Bid Tabulation

England Acres Park and Wigwam Pavilions, Bid Results August 3, 2021

| Contractor | England Acres Pavillion Complete | England Acres Parking Lot & Storm Drain Facility Complete | Wigwam Pavilion Building Complete |
|---------------------------|---|--|--|
| England Construction | \$582,271.00 | \$396,822.00 | \$598,224.00 |
| Wasatch West Contracting | \$610,394.00 | \$512,029.00 | \$607,832.00 |
| Broken Arrow Construction | No Bid | \$390,000.00 | No Bid |
| Pine Tree Construction | \$471,184.00 | \$170,000.00 | \$441,044.00 |
| Entelen Design Build | \$456,000.00 | \$462,000.00 | \$534,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

EXHIBIT B

Agreement with Broken Arrow Construction

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Broken Arrow, Incorporated
- B. Address: 8960 Clinton Landing Road, Lake Point, Utah 74074
- C. Telephone number: (801) 355-0527

1.2 OWNER

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

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

**England Acres Parking Lot
and Storm Water Detention Facility**

1.4 ENGINEER

- A. Darwin Cook, Parks Director, 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, [] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: **Three Hundred Ninety Thousand Dollars (\$390,000.00).**

2.2 CONTRACT TIME

- A. The Work shall be fully completed by October 15, 2021.
- 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 _____, 2021.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: _____
- B. Please print name here: _____
- C. Title: _____
- D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021.

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

Notary's signature

Residing at

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

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

TOOELE CITY CORPORATION

RESOLUTION 2021-87

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH MHTN ARCHITECTS FOR THE DESIGN OF THE DEVIL'S DITCH TRAIL AT ENGLAND ACRES PARK.

WHEREAS, Tooele City owns and operates England Acres Park, and desires to construct a trail along the Middle Canyon storm water drainage channel known as Devil's Ditch (the "Project"); and,

WHEREAS, England Acres is an important regional park facility, still under development, and the City Administration desires to complete additional facilities at the park; and,

WHEREAS, in December 2020 the City Council adopted a new General Plan, including a trails and active transportation section of the parks and recreation element; and,

WHEREAS, the City Administration recommends that MHTN Architects be retained to design the Project; and,

WHEREAS, the public solicitation of bids for design professional contracts such as the present is not required by Utah statute; and,

WHEREAS, MHTN has submitted a total cost proposal of \$35,513 for the Project (see the Agreement attached as Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves an agreement (Exhibit A) with MHTN Architects in the amount of \$35,513 for design of the Project.

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 _____, 2021.

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, Tooele City Attorney

EXHIBIT A

MHTN Agreement



DESIGN PROFESSIONAL AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and MHTN Architects of 420 East South Temple Suite 100, Salt Lake City, UT 84111, a(n) LLC, (hereinafter “Contractor”) enter into this Agreement on the 24 day of August, 2021 (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: *England Acres Park and Devils Ditch Trail:*
 - Tooele city desires to construct a trail along Devils Ditch from Droubay Road & 600 North through England acres park.
 - This trail will connect to future trails where the Devils Ditch crosses underneath 1000 North, and 250 East.
 - The trail will cross the ditch at least once in the park and once farther South and East along Devils Ditch.
 - A bridge structure will be required in both locations.
 - The trail will also connect to the existing pavilion on the west side of the park.
 - The parking lot and pavilion will be designed and constructed by another contract.
 - The owner will provide plans and linework for the planned parking lot and pavilion.
 - The proposed landscaping along the trail will be hydroseeded native grasses.
 - The trail along Devils Ditch will be an 8-10' wide asphalt trail.
 - The trail along Devils Ditch inside the England Acres Park boundaries will be a 10-12' wide concrete path with 4' wide crushed aggregate trail along side.
 - All other sidewalks and paths within the England Acres Park boundaries will be concrete paths of varying width of 6- 8' in width.
 - All landscaping along the paths within the park boundaries will match the existing vegetation. Completion of the needed topographic survey.
 - Design and documentation of the proposed trails through England Acres Park and along Devils Ditch to Droubay Road with their required connections and two (2) ditch crossings.
 - Design and documentation of bridge abutments for two (2) pre-manufactured bridges.
 - Design, documentation and layout of native grass areas and native plantings along the trails.
 - Project specifications in CSI Master Spec Format.
 - Assistance in bidding and procurement.
 - Construction Observation and Project Closeout documentation.
 - Design services include seven (7) Bi-weekly meetings on site/ at city offices.
 - Construction administration services include twelve (12) meetings on site. This will include attending the pre-bid meeting and the preconstruction meeting, reviewing product submittals and shop drawings for compliance with the drawings and specifications, and construction observation reports.
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 **\$35,513.00** 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 **November 30, 2021**.
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 breach of contract, negligence, recklessness, or intentional 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.
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 01/22/2021)



**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 2021-88

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BROKEN ARROW, INC. FOR THE SEVENTH STREET IMPROVEMENTS AND THE MIDDLE CANYON BOX CULVERT.

WHEREAS, the Seventh Street (520 East) roadway improvements, located between approximately 850 North and 1000 North and adjacent to the eastern boundary of the City's England Acres Park, remains incomplete; and,

WHEREAS, with the current expansion plans of Phase 2 of the England Acres Park and the adjacent residential development, called England Ridge, it is the City's intent to complete the missing roadway section and to install the Middle Canyon drainage box culvert structure; and,

WHEREAS, funding for the project will be derived by a combination of Road "C", Storm Water, and general revenue funds; and,

WHEREAS, the City solicited public bids for construction of the Seventh Street Improvements and the Middle Canyon Box Culvert in accordance with the procedures of §11-39-101 *et seq.* and §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Broken Arrow, Inc. has submitted a cost proposal of Five Hundred Thirty-Two Thousand Six Hundred Sixty-Two Dollars and Ninety Six Cents (\$532,662.96), which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Twenty-Six Thousand Six Hundred Dollars (\$26,600.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that

1. the agreement attached as Exhibit B with Broken Arrow, Inc. is hereby approved, in the amount of Five Hundred Thirty-Two Thousand Six Hundred Sixty-Two Dollars and Ninety Six Cents (\$532,662.96), for completion of the Seventh Street Improvements and the Middle Canyon Box Culvert; and,
2. an additional Twenty-Six Thousand Six Hundred Dollars (\$26,600.00) contingency is hereby approved, which may be used for change orders for changed conditions as reviewed and approved by the Mayor.

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 _____, 2021.

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, Tooele City Attorney

EXHIBIT A

Bid Tabulation

EXHIBIT B

Agreement:

Broken Arrow, Inc.

TOOELE CITY CORPORATION

RESOLUTION 2021-89

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A DEVELOPMENT BACKBONE CONTRACT WITH ROCKY MOUNTAIN POWER (“RMP”).

WHEREAS, Tooele City and the City’s redevelopment agency (the RDA) owns and operates the Tooele City Commercial Park, comprised of several hundred acres of built and vacant commercial and light industrial properties; and,

WHEREAS, existing RMP electric power infrastructure is insufficient to serve new and anticipated development in the Commercial Park; and,

WHEREAS, RMP will take the next important step in expanding power capacity in the Commercial Park for a cost of \$41,997, as indicated in the attached Development Backbone Contract (see Exhibit A); and,

WHEREAS, the economic development created by the Commercial Park, facilitated by the expanded power capacity, is in the best interest of Tooele City:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the RMP Development Backbone Contract in the amount of \$41,997 is hereby approved and that Mayor Winn is hereby authorized to sign the same.

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 _____, 2021.

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

Development Backbone Contract

DEVELOPMENT BACKBONE CONTRACT
between
ROCKY MOUNTAIN POWER
and
TOOELE CITY CORP.

This Development Backbone Contract (“Contract”), dated August 25, 2021 is between Rocky Mountain Power, an unincorporated division of PacifiCorp (“Company”), and **Tooele City Corp.** (“Customer”), for a commercial **Development Backbone Distribution System** for Customer’s development to be known as (the “Development”); located at or near 83 S. Tooele Blvd, Tooele, Utah, for 2 lots within the Development.

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

The Sustainable Transportation and Energy Plan (“STEP”) authorizes a pilot program to help fund the installation of primary voltage backbone within commercial (non-residential) developments as given in Regulation 13. Regulation 13 provides a contribution using these funds (“STEP funds”) of 20% of the costs that the developer would otherwise pay a non-refundable advance under Regulation 12. A developer may also be required to provide conduit to future electric vehicle charging stations.

1. **Delivery of Power.** Company will provide 7200/12,470 volt, three-phase electric service to said lots within the Development.
2. **Extension Costs.** The construction cost of the improvements (the “Improvements”) is \$41,997.00, of which \$41,997.00 is for the primary backbone within the Development. Twenty percent of this amount \$0.00, or \$250,000, whichever is less, is financed using STEP funds. Customer agrees to pay all construction costs (the "Advance") for the Improvements, in excess of the STEP funds. After application of the STEP funds Customer’s total Advance is \$41,997.00. Customer has paid for engineering, design or other advance payment for Company’s facilities in the amount of \$0.00. **The balance due is \$41,997.00.**
3. **Refunds.** Applicant provided trenching, conduit, vault and/or right-of-way (“TCVR”), for Company primary lines and equipment outside the development or provided in order to serve customers outside the development, may be subject to refund as calculated using Company standard costs. As per tariff refunds will be 20% of the calculated cost for shared facilities. Applicant is eligible for potential TCVR refunds.

- 4. Customer Obligations.** Customer agrees to:
- a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms, or provide legally dedicated Public Utility Easements that meet Company's requirements and are acceptable to Company at its sole discretion. This includes rights-of-way on Customer's property and within Customer's Development and/or third party property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company's specifications;
 - c) Comply, and pay for any costs necessary to comply, with all of Company's tariffs, procedures, specifications and requirements; and,
 - d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company.
- 5. Electrical Vehicle Charging Stations.** If Customer installs parking areas, Customer will designate two percent (2%) of the parking spaces for electrical vehicle charging and space for the charging station(s). Customer agrees to install conduit from primary junction point(s) to the location(s) of the designated charging station(s) for the purpose of future Electrical Vehicle charging. Conduit will be installed as designed by Company.
- 6. Underground Facilities.** If service is provided by an underground line extension, Customer will provide all necessary trenching and backfilling, imported backfill material, conduit & duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables, conduit and equipment foundations that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer vault, other vaults, junction boxes and other underground facilities as required by Company;
- b) Install and maintain property lines and survey stakes;
- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.

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

If any change in grade, property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost. The provisions of this paragraph 5 shall survive the termination of this Contract.

7. **Effective.** This Contract will expire unless Customer:
- a) Signs and return an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract; and
 - b) Is ready to receive service within one-hundred fifty (150) days of the Customer signature date recorded below.

8. **Special Provisions: None**

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

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

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

10. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
11. **Assignment.** Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.
12. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the

Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

- 13. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
- 14. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- 15. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

TOOELE CITY CORP.

By _____
signature

NAME (type or print legibly) TITLE

DATE

ROCKY MOUNTAIN POWER

By _____
signature

Carlos Rugamas Manager
NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

Jared Stewart
ATTENTION OF

90 N. Main St.
ADDRESS

Tooele, UT 84074
CITY, STATE, ZIP

Rocky Mountain Power's Mailing Address for Executed Contract

555 N. Main St.
ADDRESS

Tooele, UT 84074
CITY, STATE, ZIP



Know what's below.
Call before you dig.

EXHIBIT "A"

SIGNED: _____

TITLE: _____

DATE: _____

The customer shall provide a flat pull line or poly rope capable of withstanding 1000 lbs. of tension, installed with 6 feet of extra line able to extend from each end of the conduit. Secure the pull line inside the ends of conduit and cap both ends.

REQUIRED SWEEPS:
3Ø PRIMARY CABLE (ANY LENGTH): FIBERGLASS LONG SWEEPS
1Ø PRIMARY CABLE > 150': FIBERGLASS LONG SWEEPS
1Ø PRIMARY CABLE < 150': PVC OR FIBERGLASS LONG SWEEPS
SECONDARY/SERVICE CABLE > 150': FIBERGLASS LONG SWEEPS
SECONDARY/SERVICE CABLE < 150': PVC OR FIBERGLASS LONG SWEEPS

NON-FACTORY BENDS ARE NOT ALLOWED

RMP CREW NOTES:

- PT. 10 INSTALL 3 - 4/0 T-BODIES
- PT. 10 - 20 INSTALL 3Ø 4/0 AL PRIMARY CABLE
- PT. 20 INSTALL 3Ø GROUND SLEEVE
- PT. 20 - 30 INSTALL 210' 4/0 AL PRIMARY CABLE
- PT. 30 INSTALL 3Ø GROUND SLEEVE
- PT. 30 - 40 INSTALL 550' 4/0 AL PRIMARY CABLE
- PT. 40 REMOVE 40' 3Ø TANGENT STRUCTURE
- PT. 40 INSTALL 45' 3Ø DEADEND STRUCTURE
- INSTALL 6" PRIMARY RISER FUSED WITH 65T
- INSTALL DOWN GUY AND ANCHOR
- PT. 40 - 50 REMOVE 300' 3#1/0-AS,N#4-AS PRIMARY CABLE
- PT. 50 REMOVE 40' 3Ø TANGENT STRUCTURE
- PT. 50 - 60 REMOVE 300' 3#1/0-AS,N#4-AS PRIMARY CABLE
- PT. 60 REMOVE 40' 3Ø TANGENT STRUCTURE
- PT. 60 - 70 REMOVE 300' 3#1/0-AS,N#4-AS PRIMARY CABLE
- PT. 70 REMOVE 40' 3Ø DEADEND STRUCTURE
- REMOVE 6" PRIMARY RISER
- REMOVE DOWN GUY AND ANCHOR
- PT. 70 - 80 REMOVE 230' 4/0 AL PRIMARY CABLE
- PT. 80 REMOVE 3 - 4/0 ELBOWS

CONTACT INFORMATION:
CUSTOMER: JARED STEWART
(435) 843-2169
ESTIMATOR: JENNIFER PETERSEN
(801) 391-7084

FOR QUESTIONS REGARDING SCHEDULING AND INSPECTION AFTER PAYMENT HAS BEEN RECEIVED, CONTACT RMP GENERAL FOREMAN.
LARRY WILLIAMS: (435) 833-7917

CUSTOMER RESPONSIBILITIES BEFORE LINE WORK IS SCHEDULED:

- SIGN CONTRACT AND MAP AND RETURN WITH ADVANCE PAYMENT
- SIGN AND RETURN EASEMENTS IF REQUIRED
- INSTALL TRENCH, CONDUIT AND METERING EQUIPMENT
- OBTAIN CLEARANCE FROM CITY/COUNTY INSPECTOR IF METERING IS REQUIRED

| | | | | |
|--|------------|------------|-------------------|---|
| Foreman | | Emp # | Job Start Date |   1 OF 1 |
| CC# | WO# / REQ# | Map String | Job Complete Date | |
| 11446 | 008046232 | 11303004.0 | | EST ID# |
| CUSTOMER : Tooele City 2 Lot DEV ADDRESS : Abt 340 S. Tooele Blvd Tooele, UT | | Circuit | Post Jobs | 34592 |
| | | T0013 | RQII | Print Date |
| | | | Posted | 08/25/21 |
| | | | | Scale |
| | | | | 1=100' |