

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, March 1, 2023, immediately following the Redevelopment Agency Meeting which begins at 7:00 p.m. The meeting will be held at the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah.

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

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Mayor's Youth Recognition Awards**
Presented by Debbie Winn, Mayor
4. **Public Comment Period**
5. **Resolution 2023-16** A Resolution of the Tooele City Council Approving an Agreement with Jones & DeMille Engineering for the 1000 North and 100 East Intersection Signal Project
Presented by Geoff Allred, Streets Supervisor
6. **Resolution 2023-17** A Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for All West Utah / Inc.
Presented by Jared Stewart, Economic Development Director
7. **Ordinance 2023-10** An Ordinance of Tooele City Amending Tooele City Code Section 2-7-1 Regarding Historical Preservation Commission Membership
Presented by Jared Stewart, Economic Development Director
8. **Invoices & Purchase Orders**
Presented by Michelle Pitt, City Recorder
9. **Minutes**
10. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

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

TOOELE CITY CORPORATION

RESOLUTION 2023-16

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH JONES AND DEMILLE ENGINEERING FOR THE 1000 NORTH AND 100 EAST INTERSECTION SIGNAL PROJECT.

WHEREAS, Tooele City anticipates the development of a traffic signal at the intersection of 1000 North and 100 East and will require engineering services in order to develop a design for this project, and the City desires to retain the engineering services of Jones and DeMille Engineering, Inc., to perform that work ("Services"); and,

WHEREAS, the City Code requires all claims against the City over \$30,000 to be approved by the City Council, and the Jones and DeMille agreement is in the amount of \$33,150; and,

WHEREAS, as an engineering design contract, the agreement (attached as Exhibit A) does not require competitive bidding under Utah law, but is subject to Tooele City procurement policies; and,

WHEREAS, the City Administration recommends entering into an agreement with Jones and DeMille Engineering for the Services related to the design of the 1000 North and 100 East Intersection Signal Project, under the terms and conditions contained in the agreement attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit A) with Jones and DeMille Engineering, for the design of the 1000 North and 100 East Intersection Signal Project, is hereby approved.

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 _____, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

(Approved)

MAYOR OF TOOELE CITY

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Jones and DeMille Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Jones and DeMille Engineering** of **775 West 1200 North, Suite 200A, Springville, UT 84663**, a **corporation**, (hereinafter “Contractor”) enter into this Agreement on the **6th** day of **March, 2023** (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
See attached scope of work for the Tooele City 1000 North and 100 East Intersection Signal Design Project.
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 **\$33,150** 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 **September 2, 2023**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
 - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10)

days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

- e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
- f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.

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

9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, 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



February 8, 2023

Jamie Grandpre
Public Works Director
90 North Main Street
Tooele, UT 84704
Via email: jamiieg@tooelecitey.org

RE: 1000 No. 100 E. Intersection Signal Project

Jamie:

We appreciate the opportunity to provide a proposal for the above-referenced project. It is our understanding that Tooele City would like to signalize the intersection of 1000 North and 100 East. In addition to the signal, 1000 North will be re-striped to be a 2-lane road each direction. The intersection is currently a 3-leg (T) intersection with no curb/gutter, sidewalk or on the improvements on the north side of 1000 North. The signal equipment placing at the intersection will be planned for a future road going north from the intersection.

Jones & DeMille Engineering (JDE) has the necessary resources and expertise to complete this important project. The proposed scope of work and associated schedule and fees are as follows:

SCOPE OF WORK

Preconstruction Engineering Services

The proposed scope of work to develop bidding documents are as follows:

Task 1. Project Management, Meetings, and Coordination

Set up contract, maintain team tasks/assignments, review & process invoices, project closeout. Initial kickoff/coordination with client, internal coordination, Rock Mountain Power coordination, and coordination with UDOT as necessary for design reviews.

Task 2. Survey and Base Mapping

Conduct a topographic and surface features field survey of the existing intersection extending to SR-36 going west and 500 feet going east and south, and to the ROW on the north, identify existing ROW width, prepare base map with existing conditions, base map will include future road improvements for designing the current intersection layout.

Task 3. Intersection and Signal Design

Prepare final plans bidding. Progress documents will be provided to the City for review at 50% and 95% design completion. The anticipated plans include site plan, signal layout

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200A
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 107/109
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005

plans, signal circuit plans, striping plans, and signal and striping summary sheets. An engineer's opinion of probable construction costs and UDOT material order sheet will also be prepared. All design will meet the UDOT requirements.

Task 4. Project Bidding Documents

A project manual including contract documents and technical specification will be prepared for bidding. A copy will be provided to the City for review. This will be combined with the drawings and final complete bid documents will be provided to the City.

Task 5. Contractor Procurement

Assist with project advertisement, answer contractor questions, attend the pre-bid and bid opening, review contractor bids, and prepare a bid tab and contractor recommendation letter, and review submittals.

Assumptions and Limitations:

1. All work will be within the City owned Right-of-Way.
2. Relocation of subsurface utilities will not be necessary.
3. Geotechnical services have not been included.

SCHEDULE

JDE will work to complete the above scope of work in a reasonable, timely manner according to the project needs. An earnest effort will be made to complete the services within owner's time constraints. Upon authorization, we anticipate the design can be completed within 8 to 10 weeks.

FEES

The foregoing scope of work for design services can be completed for a fee of **\$33,150** as outlined below. Progress payments will be invoiced monthly throughout the project. Any adjustments to the scope of work can be completed for a negotiated fee or according to JDE's standard hourly rates.

Task	Cost
Project Management, meetings, and coordination	\$1,050
Survey, Base Mapping	\$5,900
Intersection and Signal Design	\$22,650
Project Bidding Documents	\$2,100
Contractor Procurement	\$1,450
Total	\$33,150



CLOSURE

We appreciate and look forward to the opportunity to work on this important project. Our team has the proven capabilities to complete this work in a timely and efficient manner. Please review this proposal and let us know if there are any questions or concerns.

Sincerely,

JONES & DeMILLE ENGINEERING, INC.



Ted Mickelsen, P.E.
Project Manager



TOOELE CITY CORPORATION

RESOLUTION 2022-17

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING PAYMENT OF A FEE IN LIEU OF WATER RIGHTS CONVEYANCE FOR ALL WEST UTAH / INC.

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

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

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

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

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

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

WHEREAS, the Tooele City Redevelopment Agency (RDA) entered into a Real Estate Purchase Contract with All West Utah / Inc for 1-acre of land (Parcel 14-084-0-0305) stipulating the buyer's right to request the allocation of up to 1 acre-foot of City-owned municipal water rights to their development of a fiber internet service center

("Project"), or, in other words, requesting to pay the fee-in-lieu rather than convey water rights (see the Real Estate Purchase Contract, attached as Exhibit A, which includes a provision regarding the fee-in-lieu); and,

WHEREAS, the Project will consist of a new construction for a small fiber internet service center building with associated landscaping and amenities; and,

WHEREAS, the All West proposal addresses the policy considerations identified above and in the June 1 policy in the following ways:

- All West is requesting up to 1 acre-foot of water.
- A small number of future employees to perform customer service support in the local community.
- Conversion of a publicly owned parcel into private property, resulting in tax revenue.
- Critical property to support the approved franchise agreement with All West to provide gig-speed fiber internet to every address in Tooele City.
- Phased fiber build-out starting in Q1 of 2023 and completing in 2024.

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

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

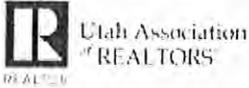
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

February 23, 2023
Real Estate Purchase Contract with All West Utah /
Inc



REAL ESTATE PURCHASE CONTRACT

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

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 22nd day of February, 2023 ("Offer Reference Date") All West Utah / Inc. ("Buyer") offers to purchase from Redevelopment Agency of Tooele City Corporation, Utah ("Seller") the Property described below and [] delivers to the Buyer's Brokerage with this offer, or [] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of One Thousand Dollars (\$1,000) in the form of check payable to the Title Company. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Title Company, the Title Company shall have four (4) calendar days in which to deposit the Earnest Money into the Title Company Trust Account.

Title Company: Metro National Title Phone: 435-255-6202

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

OTHER PROVISIONS

1. **PROPERTY:** Lot 5, Tooele City Commercial Park (347 South 1200 West), Tooele, Utah also described as: Tooele Tax Parcel ID: 14-084-0-0305 City of Tooele, County of Tooele, State of Utah, 84074 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 **Included Items (specify)** _____

1.2 **Excluded Items (specify)** None

1.3 **Water Service.** The Purchase Price for the Property shall not include water rights or shares. If a water connection is needed at the site the Buyer may follow the Tooele City Payment of Fee-in-Lieu of water right conveyance policy for up to 1-acre foot of water right. Payment may be utilized for less than 1-acre foot and shall be commensurate with the actual water needs of the property. Payment of fee-in-lieu as described in Tooele City policy is understood to equal \$35,000 per acre foot needed, pro-rated to reflect the expected water use. The Buyer and Tooele City shall collaborate on a Resolution to be presented to the Tooele City Council, within 30 days of Tooele City's Acceptance of this REPC, authorizing the payment of a fee in lieu of water rights conveyance, as authorized in Tooele City Code Section 7-26-3 and the associated City Council Policy, dated June 1, 2022, both attached here as Exhibit A, the fee to be paid within two years of Resolution approval.

2. **PURCHASE PRICE.** The Purchase Price for the Property is \$ 89,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

- \$1,000.00 (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non refundable.
- \$N/A (b) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.
- \$N/A (c) **Seller Financing** (see attached Seller Financing Addendum)
- \$88,000.00 (d) **Balance of Purchase Price in Cash at Settlement**
- \$89,000.00 **PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

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

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

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) Not Applicable

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) Not Applicable The provisions of this Section 3.4 shall survive Closing.

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

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

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

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

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

Seller's Agent - N/A _____, represents Seller both Buyer and Seller as a Limited Agent;
Seller's Brokerage - N/A _____, represents Seller both Buyer and Seller as a Limited Agent;
Buyer's Agent - N/A _____, represents Buyer both Buyer and Seller as a Limited Agent;
Buyer's Brokerage- N/A _____, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

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

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

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

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

Page 2 of 6 pages Buyer's Initials Date 2/23/2023 Seller's Initials OPW Date 2-23-23

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

8. BUYER'S CONDITIONS OF PURCHASE.

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

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

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

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

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

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

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

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

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

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

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

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

10. AS-IS CONDITION OF PROPERTY.

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

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

11. FINAL PRE-SETTLEMENT INSPECTION.

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

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

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

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

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

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

16. DEFAULT.

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

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

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

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

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

20. INSURANCE & RISK OF LOSS.

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

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

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

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

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

EM

2/23/2023

DEW

2-23-23

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

- (a) Seller Disclosure Deadline - 2/28/2023 (Date)
- (b) Due Diligence Deadline - 3/14/2023 (Date)
- (c) Financing & Appraisal Deadline - N/A (Date)
- (d) Settlement Deadline - 3/31/2023 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 2:00 [] AM [X] PM Mountain Time on February 24, 2023 (Date), this offer shall lapse; and the Seller shall return any Earnest Money Deposit to Buyer.

[Signature] 2/23/2023 (Buyer's Signature) (Offer Date) _____ (Buyer's Signature) (Offer Date)
Matthew Weller 550 W 100 N KANAS UT 84036 435-783-4361
 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

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

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)
[Signature] Debra E Winn 2-23-23 8:35am
 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

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

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Exhibit B

June 1, 2022, Fee-in-lieu Policy

TOOELE CITY CORPORATION

ORDINANCE 2023-10

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 2-7-1 REGARDING HISTORICAL PRESERVATION COMMISSION MEMBERSHIP.

WHEREAS, on February 28, 1985, the City Council approved Ordinance 1985-02, which enacted Tooele City Code Chapter 2-7 and which established the Historical Preservation Commission (“Commission”); and,

WHEREAS, the duties of the Commission include the following:

1. Survey and inventory the community’s historic resources
2. Review proposed nominations to the National Register of Historic Places
3. Provide advice and information to city officials
4. Enforce state of Utah historic preservation laws

(see TCC Section 2-7-3); and,

WHEREAS, the Commission is composed of five members appointed by the Mayor, with the consent of the City Council, for an indeterminate term, which members must a) be residents of Tooele City, b) have a demonstrated interest in or knowledge of historical preservation, and c) (two members) be professionals from the disciplines of history and architecture or architectural history (see TCC Section 2-7-1); and,

WHEREAS, the Commission must meet at least twice each year, and Commission meetings are subject to the Utah Open Meetings Act (UCA Chapter 52-4); and,

WHEREAS, the Commission’s membership of five members limits the involvement of otherwise qualified and interested persons in the community, and Mayor Winn recommends amending TCC Section 2-7-1 to allow the appointment of more than five members:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the first sentence of Tooele City Code Section 2-7-1 is hereby amended to read in its entirety as follows: “There is hereby created an Historical Preservation Commission of five (5) **or more** members with a demonstrated interest, compliance or knowledge in historical preservation.”

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

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

02/15/23

DESCRIPTION OF EXPENDITURE:

VENDOR: RICHMOND AMERICAN

V# 11310

382 LF OF PRECAST FENCE FOR THE BERRA WELL

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
BERRA WELL HOUSE	151 5120 731132	2,300,000.00	318,562.00	30,679.00	1,950,759.00
TOTAL:				30,679.00	

REQUESTED St Jamie Grandpre
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DEPARTMENT

DIVISION: Public Works

Vendor: Richmond American Vendor #: 11310

Account #: 51-5120-731132 Date: 1/31/23

Amount: \$ 30,679.00 Signature: [Handwritten Signature]

Item(s) Description: 382 LF OF PRECAST FENCE for the Berra Well

Reason for Purchase: 1/2 for the fence and install to Richmond America for the Berra Well House.
They contracted out to Olympus for the work.

Approval:

Signature _____ PO#: _____

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

- NOTES: * Council Approval Needed
- * Reimbursing Richmond for the work - once the work is completed.
↳ (invoice will come when work is finished)
 - * Source? additional quotes / Richmond already hired Olympus
they already own property
 - * fence being extended
which is why its more than half



®

Structural & Architectural Precast

Olympus Precast LLC • P.O. Box 2347 • Sandy, UT 84091

Phone (801) 571-5041 • Fax (801) 676-0115

Proposal #: Prosperity at Overlake Richn

To: Richmond American
1314 N. Harper Way, Tooele

Date: January 6, 2023

Attention: Matt Scott
801-404-2115
matthew.scott@mdch.com
Project Address: 1314 N. Harper Way, Tooele

Terms: 50% Down
48% Due upon completion of Installation
2% Due upon completion of Stain.
IF PAYING BY CREDIT CARD THERE WILL
BE A 3.5% FEE

CONTRACT DOCUMENTS: The contract documents shall include this Proposal with Exhibits, architectural and structural plans, all shop drawings, diagrams, placement designs, placement designs etc.

Produced, delivered & installed for:

*Based on Olympus drawing
F-4.1 Standard NON engineered 8' fence

* If project requires site specific engineering this will be done upon award.
Any changes to the above drawing may require changes to the cost.

TOTAL: \$ 51,627.13

MATERIALS AND LABOR FURNISHED: As clarified by this proposal as per drawings dated

Panel Style: Ashlar
Pillar Style: Ashlar
Caps: Sandstone

Footings:
29 - 2 x 2 x 4 footings as specified in drawings included with this proposal

Precast Panels:
29 - 8' H x 12' L precast concrete panels

Precast Pillars:
29 - 8' H precast concrete pillars

VENDOR # 11310
P.O. # _____
DEPT. # 51-5120-731132
DATE 2/1/23
AMOUNT \$ 30,679
SIGNATURE Jami [Signature]

Coloring of precast fence (One base coat and up to three highlight colors. Colors to be selected from Verti-Crete color chart)

*Note: Stain may be delayed due to weather conditions

THIS PROPOSAL SPECIFICALLY INCLUDES:

Production of precast products
Approx. 382 linear feet of precast fence
Precast delivery

Jamie Grandpre

From: Scott, Matthew <Matthew.Scott@mdch.com>
Sent: Monday, January 30, 2023 11:13 AM
To: Paul Hansen; Jamie Grandpre
Subject: RE: Drumore at Overlake Phase 2 - Fencing

Paul,

I think we could work something out like that. Just to confirm what I mentioned before, that there is one lot that we don't own so we would not participate in splitting the length of that lot. Here is what I show the breakdown would be:

	LF of Fence	\$ / LF	Total Cost	Half Cost
Total	382	135.15	51,627	25,814
Sold Lot	72	135.15	9,731	4,865
Total w/o Sold Lot	310	135.15	41,896	20,948
Tooele City Total				30,679
RAH Total				20,948
Combined Total				51,627

Do you have an agreement that the city likes to use for these situations? If so, send it over and we will review it. In the meantime we can get Olympus on the schedule to get this installed in order to expedite installation.

Thanks,

Matt Scott
Director of Land Acquisition
Richmond American Homes – Utah
849 W. LeVoy Dr. Ste. 220
Taylorsville, UT 84123
o: (801) 743-7455
c: (801) 404-2115
e: matthew.scott@mdch.com

From: Paul Hansen <PaulH@TooeleCity.org>
Sent: Monday, January 23, 2023 4:39 PM
To: Scott, Matthew <Matthew.Scott@mdch.com>; Jamie Grandpre <jamieg@TooeleCity.org>
Subject: RE: Drumore at Overlake Phase 2 - Fencing

Matt:

We would like to proceed with and partner in the 50% payment of the fence between Drumore and the City well / tank site. Our preference would be for you to install and then invoice the City for it's share when complete. That very much simplifies our contracting and bidding requirements. Would that be acceptable? If so, we can work out an agreement that confirms this participation.

Thanks

One mobilization for footing crew with mini excavator and auger (Additional mobilizations will be charged at minimum of \$300.00 each).
Any additional equipment required will carry additional charge
All footings will not exceed 5" above or below existing grade
One mobilization for installation crew. To be performed using a 12,000 lbs forklift. (Additional mobilizations will be charged \$600.00 each (Installation equipment required beyond the capacity of a forklift, ie crane, will be at additional expense to purchaser)
One mobilization for stain crew (Additional mobilizations will be charged at \$200.00 each)
(Stain is post applied and requires at least 10' on both sides of the fence in order to stain.)

THIS PROPOSAL SPECIFICLLY EXCLUDES: (but not limited to)

1. Removal of footing spoils (excavated dirt)
2. Access must be provided and established, Olympus Precast is not responsible for broken sidewalks, driveways, damage to yards, underground piping or any other damage caused by lack of access.
3. Fees, permits, variances, surveys, set back requirements, codes, or any other compliance are the responsibility of the purchaser. Olympus Precast is not responsible for determining property lines or locations.
4. Patching of chips caused by other trades.
5. Cleaning of mud or dirt left on street from wet conditions due to installation access provided
6. Any precast other than that indicated above.
7. Independent inspection or testing of our product or welding either in plant or in the field.
8. Exterior wall engineering to hold added loads do to precast.
9. Expansion joint material.
10. Sales Tax
11. PERFORMANCE AND /OR PAYMENT BOND.
12. Removal of existing fence or obstacles impeding the work area
13. Traffic control or any other service allowing access to job site
14. Grout Pump
15. Grading prior to and/or after install, Road base(fill), and/or Compaction
16. Any additional labor and/or material necessary to complete fence due to unforeseen obstacles underground or above ground. This includes but is not limited to: extra excavation equipment in addition to the mini excavator, change in depth or shape of footings due to soil conditions (e.g. spread footings), additional work required because of utilities impeding placement of footings (e.g. hand digs), changes to elevations of footings requiring sonotube and/or additional excavation, if an unforeseen condition requires additional
17. **Any other service or material that is not expressly included above.**

SPECIFICATIONS

All material provided is manufactured according to the plans and/or specifications set forth on the face hereof, and in the absence thereof, according to the Precast/Prestressed Concrete Institute (PCI) Specifications in effect at the time the estimate or proposal underlying this agreement was prepared by Olympus Precast. These specifications are incorporated into this agreement and any agreement entered into between Olympus Precast and the Purchaser arising from or related to the scope of work underlying this agreement. Olympus Precast disclaims any and all liability for applications by others of Olympus Precast's material that deviate from such specifications.

TERMS AND CONDITIONS:

1. **Delivery dates will be determined at time of award.**
2. Should a performance bond be required it will be at an ADDITIVE cost.
3. This agreement, when duly signed by both parties, supersedes and invalidates any verbal or other prior agreement(s) between the Purchaser and Olympus Precast LLC. (Hereinafter "Olympus Precast"), related to the subject matter hereof. With the exception of increases in the scope of the work or delays in the scheduling of the work, this agreement may only be modified in writing with the approval of both parties, evidenced by the signature of their respective authorized representatives thereon, except that clerical errors herein may be corrected. With respect to increases in the scope of the work or delays in the scheduling of the work, Olympus Precast shall be entitled to modifications to this agreement based upon whether the actual work varies from the work as originally specified or whether there have been impacts upon Olympus Precast due to scheduling adjustments or delays arising from a source other than Olympus Precast's own conduct.
4. Terms and Charges in Terms of payment are as shown on the face of this agreement. Invoices will be rendered upon completion of work, or at the end of each month for work previously completed during that month, whichever date shall be earlier. Unless otherwise stated, Purchaser agrees to pay all charges rendered on such invoices, within thirty (30) days from the date of invoice. Payments not made when due shall be subject to a service charge of 1.5 % per month (18% per annum) , compounding monthly, in addition to the invoice charge. If the Purchaser's account based on this agreement is turned over to be collected by an attorney or collection agent, Purchaser agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether a lawsuit is actually commenced or not. The Purchaser shall pay any Federal, State, County or Municipal sales, occupation, or similar taxes, which may be imposed by reason of this transaction, and it is agreed that the

contract price shall be increased to include such applicable charges. The contract price is based upon a standard eight (8) hour day and five (5) days per week. Should Olympus Precast be requested to work overtime or other non-standard work week to complete the performance of this agreement; all applicable extra costs, plus 30% for overhead and profit, shall be paid to Olympus Precast by Purchaser, unless Olympus Precast agrees that it has caused a delay in any progress schedule that Olympus Precast previously agreed to.

5. Purchaser will provide adequate level access to the perimeter and interior of structure for Olympus truck and crane to operate under their own power. Sufficient job site storage will be provided for Olympus trailers Olympus anticipates needing a minimum of Five (5) spaces with two (2) of those spaces being within hook reach of the crane and /or forklift access. Additional spaces will be provided upon request if deemed necessary based upon Olympus's sole judgment. Adequate coordination of access into and around structure based upon Olympus's sole judgment is essential and is required as part of this proposal.

6. Olympus Precast will comply with OSHA Safety Standards for Fall Protection.

7. Purchaser shall be responsible for obtaining and paying for all permits and licenses required by any laws or regulations in order to perform this agreement at the location designated herein. Purchaser shall be solely responsible for the design and adequacy of all structural members, foundations, and soil conditions upon which Olympus Precast products may be placed, and Purchaser shall be solely responsible for compliance with local codes, ordinances and laws governing the installations and use of Olympus Precast material.

8. Shipments, deliveries, and erections under this agreement shall at all times be subject to the approval of the Credit Department of Olympus Precast, and may be temporarily or permanently suspended whenever Olympus Precast, in its sole judgment, shall have any reasonable doubt as to the Purchaser's ability or intention to pay for the material or work provided herein. In the event that Olympus Precast has reasonable doubt as to Purchaser's ability or intention to pay, Olympus Precast reserves the right to remove any of its materials or product from the jobsite, unless said product has already been attached to the real property.

9. The Purchaser agrees to keep the area surrounding the job reasonably clear and provide Olympus Precast free access to the job site for the operation of its trucks, cranes, forklifts, and other required equipment. Olympus Precast shall have no obligation to remove any obstructions, but shall be paid all its expenses where delays are occasioned by such obstructions, and delays so occasioned shall automatically extend the completions and delivery schedule set forth herein.

10. This proposal is based on a single mobilization(s) for fork lift/crane and crew. Any additional mobilizations will be an added cost to the contract amount.

11. Where materials are specified to be delivered F.O.B. to the jobsite only, the Purchaser agrees to promptly provide labor, cranes, or other equipment to unload and remove the materials from the trucks, and further agrees to pay Olympus Precast for man hours and equipment expenses for all time at the job site in excess of one (1) hour for each truck.

12. On shipments to be delivered by trucks, delivery will be made as near to the construction site as the trucks can travel under its own power. Purchaser will be responsible for protecting the surrounding areas that will be accessed by Olympus in performing its work hereunder. Damage to existing areas surrounding the structure or project, including but not limited to landscaping, drives, sidewalks, curbs, foundations, slabs, underground utilities, sprinklers, and other installations, that are caused by Olympus in the performance of the work hereunder will not be the responsibility of Olympus Precast and Purchaser hereby agrees to defend and indemnify Olympus Precast from any such damage claims. In the event that any delivery will require a license or permit, Purchaser shall be responsible to secure in advance all necessary permits or licenses to effect such deliveries.

13. Where this proposal includes erection of material by Olympus Precast, the proposed structure shall be accessible to all necessary Olympus Precast erection equipment, including trucks, forklifts and cranes, and operations of this equipment shall not be impeded by piles of construction materials or waste or presence of wires, pipes, poles, fences or framings, or other structures that may interfere with the handling of said equipment and Olympus Precast products. Foundations, other bearing walls, or steel structures shall be prepared true to line and grade by others, and will be level and true before the delivery and erection of Olympus Precast products.

14. The Purchaser shall be responsible for necessary barricades, guard rails and warning lights for the protection of vehicular and pedestrian traffic and Olympus Precast equipment. Further, the Purchaser shall be responsible for furnishing, installing, and maintaining any and all applicable safety devices which are required on this project under U.S. Department of Occupational Safety and Health Regulations (OSHA) for construction and all other safety regulations imposed by the said department and the State and local governmental agencies having jurisdiction over the project. The Purchaser hereby agrees to hold harmless and indemnify Olympus Precast from all penalties imposed upon it as a result of violations of Safety and Health or other laws committed by the Purchaser, general contractor, and other subcontractors.

15. It is expressly understood, unless stated otherwise in this agreement, that shoring, forming, framing, cutting of holes, openings for mechanical trades and other modifications of Olympus Precast products are to be performed by Olympus Precast and are not included in the price of this agreement, unless otherwise set forth on the face hereof.

16. Claims for shortages or defect of Olympus Precast products, materials or failure of performance hereunder must be made in writing immediately upon receipt of materials, on the face of the freight bill by the local agent of the common carrier, or by written notation upon the delivery ticket by Olympus Precast's truck driver at the time of unloading, or within 30 days from when the failure of performance was discovered or should have been discovered through reasonable diligence. Any defective material furnished or other failure of performance by Olympus Precast herein will be resolved by replacement of the defective

material within a reasonable time or otherwise corrected as applicable if reported promptly, but it is expressly agreed by the Purchaser that Olympus Precast shall not be liable for any other claims of any kind or description, including but not limited to special, incidental, or consequential damages, arising out of such defective material or failure of performance by Olympus Precast hereunder.

17. Olympus Precast shall not be responsible for any loss, damage, or delay caused by fire, weather, accident, labor dispute, civil or military authority, insurrection, riot, flood, or any causes or occurrences beyond its control. Delivery dates are not guaranteed, and Olympus Precast shall not be liable for any damages direct or indirect, resulting from delays in shipments where such delays result from delayed receipts of approved drawing, or from any other cause not within the direct or indirect control of Olympus Precast. Olympus Precast shall not be responsible, in any event, for special, incidental, or consequential damages for delay, regardless of the cause of the delay.

18. Any agreed upon schedule or delivery dates will be dependent upon the timeliness of receipt by Olympus of final and completed architectural & structural drawings, and prompt return of signed and approved Olympus Precast shop drawings. Olympus Precast reserves the right to forbear or discontinue work hereunder until approved drawings are received and accepted by Olympus Precast.

19. The Purchaser shall be responsible for any damage to material and products delivered by Olympus Precast after such delivery. Purchaser agrees that Builder's Risk Insurance will be provided without cost to Olympus Precast, insuring and protecting the full replacement value of Olympus Precast's products, materials, and equipment at the site from loss or damage caused by fire or the standard perils of extended coverage, including vandalism and malicious mischief, and Olympus Precast shall be indemnified and held harmless in the event of such a loss, and shall receive any insurance proceeds intended to cover the loss to any of Olympus Precast's products, materials, equipment, or other property. This provision shall in no way excuse Purchaser from liability under this agreement to pay Olympus Precast for service, materials or equipment provided hereunder.

20. In the event this agreement is terminated prior to its completion for any reason, Olympus Precast shall be entitled to the entire contract amount less any amount for materials, service, equipment, or other expense that has not been incurred due to the cancellation or termination of the agreement.

21. Olympus Precast will not accept a contract or purchase order with terminology stating or similar to "Pay if Paid".

22. General Contractor/owner will provide 110 and 220 volt power, water, sanitary facilities, lighting as necessary, and other additional requirements, mandated by OSHA

23. General Contractor/ owner is to provide layout locations for fencing

24. Olympus Precast shall carry workmen's compensation, general liability, and auto liability insurance, and a certificate of such insurance will be furnished upon request. If additional insurance beyond the coverage carried by Olympus Precast is requested, the cost of the same, if available, will be paid by the Purchaser. In addition, the expense of providing performance bonds, payment bonds, and any other such additional insurance or surety coverage shall also be paid by the Purchaser. Notwithstanding anything contained in any contract documents to the contrary, neither Olympus Precast nor its insurance carrier(s) agree to waive subrogation rights with respect to workers compensation or general liability or auto liability claims.

25. The Purchaser agrees to and shall indemnify and hold Olympus Precast harmless from and against any and all damages, loss, costs, and expenses incurred by or claimed against Olympus Precast resulting from any negligent acts or omissions of Purchaser related to the performance of the work required by this agreement. Notwithstanding anything contained in the contract documents to the contrary, Olympus Precast in no way agrees to indemnify, hold harmless, protect, defend or insure any entity from that entity's own negligence.

26. Performance of this agreement is conditioned upon the ability of Olympus Precast to obtain cement, steel, and other applicable raw materials. Olympus Precast shall not be responsible for any delay in performance occasioned by any raw material shortages, or any damages resulting from such delay.

27. Any controversy arising out of this agreement, or the interpretation thereof shall, in Olympus Precast's sole discretion, be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment may be entered upon confirmation of the arbitration award.

28. Olympus Precast warrants the original purchase only, that the services and materials provided by Olympus Precast will be free of material or workmanship defects for the period of 1 (one) year from the date of purchase. Olympus Precast's sole obligation and your exclusive remedy under this limited warranty or any implied warranty shall be the repair or replacement of pieces, without charge, which are defective in materials or workmanship and which have not been misused or damaged subsequent to installation. This warranty excludes any damages caused by anyone other than Olympus Precast and excludes any damage to surrounding property or landscaping resulting in the need for access to perform any repair or replacement provided. Rights under this warranty are conditioned upon receipt in the principal office of Olympus Precast, as indicated above, of written notice of the defective materials or workmanship within the earlier of the period of the warranty stated above or 90 days from when the defect was discovered or should have been discovered through reasonable diligence.

Any implied warranty shall likewise be limited in duration to the earlier of 1 (one) year from the date of substantial completion or 90 days from when the defect was discovered or should have been discovered through reasonable diligence.

In no event shall the Olympus Precast be liable for any incidental or consequential damages, (including but not limited to liability

for loss of profits), arising from the sale or use of this product.

29. The agreement resulting from this proposal shall be governed by the laws of the State of Utah, and the venue and jurisdiction for any disputes arising hereunder is agreed to be the Utah state courts located in Salt Lake County, Utah, if Olympus Precast determines not to have the matter resolved pursuant to the Arbitration Clause contained herein.

30. If acceptance of this proposal is made on anything other than this form, such acceptance shall be subject to the terms and conditions herein, and any different or additional terms and conditions of Purchaser shall be subject to review and acceptance by Olympus Precast.

31. In the event of conflict between the terms and conditions of this agreement and any other agreement between Olympus Precast and Purchaser, the terms of this agreement shall govern, unless the conflict is with the Proposal submitted by Olympus Precast, in which event, the terms and conditions of the Proposal shall govern.

32. PROTECTION AGAINST LIENS AND CIVIL ACTION. Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if and only if the following conditions are satisfied: (1) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (2) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (3) the owner paid in full the original contractor, factory built housing retailer, or real estate developer or their successors or assigns in accordance with the written contract and any written or oral amendments to the contract." (4) An owner who has satisfied all of these conditions may perfect his protection from liens by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing by calling (801) 530-6628 or toll free in Utah only (866) 275-3675 and requesting to speak to the Lien Recovery Fund.

DESIGN:

1. Olympus Precast reserves the right to modify the design to preserve the integrity of the precast panels and to facilitate the most efficient means for production and erection. All such design changes will be subject to the design specifications and approval by the Engineer of Record.

2. Wall panel finish: Exterior finish will consist of a vertical mold form finish. Minor imperfections, such as form lines and bug holes are to be expected in all precast finishes. Products will be produced with common gray cement along with the variations in color common to gray cement.

3. Cracking and minor chipping is an inherent aspect of precast construction. Such panels, pre-stressed or non-pre-stressed, may experience some cracking and chipping

4. When applicable or available Olympus Precast will be provided with all AutoCAD files pertaining to the precast and its Measurements & quantities have been verified by: Matt Scott

MISCELLANEOUS:

1. The project shall be constructed in accordance with the contract drawings and documents, within acceptable construction tolerances. Out-of-tolerance conditions will not be the responsibility of Olympus Precast, and any cost incurred by Olympus resulting or arising from a condition that is outside acceptable construction tolerances will result in a change order regardless of whether a change order is formally submitted, requested, or approved.

2. The prices quoted herein are in effect for fifteen (15) days from the date of this proposal. After fifteen (15) days, the prices are subject to change by Olympus Precast. Project delays after award, that are outside of Olympus Precast's control, are likewise subject to change by Olympus Precast in order to compensate Olympus Precast for actual escalating costs of material or labor. Olympus Precast reserves the right, in its sole discretion, to pass along to Purchaser any increases in the costs of the raw materials or energy sources used in the manufacturer or installation of the product being purchased herein, in the event that those increases occur between the time that the original quote is provided to Purchaser and the time that the product is installed or delivered (if installation is not included in the agreement)

4. Production will not commence until the receipt of signed contract and down payment

This proposal is subject to acceptance on or before fifteen (15) days from the date appearing on the face hereof, such acceptance being given by returning a signed copy hereof to Olympus Precast within such period of time.

Olympus Precast LLC

By _____

Salesman: Scott Mackintosh

Date

Accepted By ("Purchaser"):

Name (Print)

Address

Phone

SCR # or Building Permit #

Signature of Purchaser

Title

*Richmond
America*



Pre - Construction Checklist

Pre-Con Checklist for:

Job# _____
 Date: _____
 Address: _____

Owner or Contact Person

Name: _____
 Phone: _____
 Blue Stake# _____
 Dates open to dig: _____
 Date ready to install: _____

- 1 Have all building permits been issued by the city? _____
- 2 Is inspection required? _____
- 3 Are property lines staked? _____
- 4 Describe location of wall in relation to property lines e.g. - center of panel splits property line, panel & post are inside property line but footing crosses line, entire fence inside property, etc.

- 5 Is fence line graded to 0"-6" below finish grade? _____
- 6 Is the elevation of bottom of wall clearly defined? _____
- 7 Style and height of fence. _____
- 8 Is adequate access for install equipment (28,000 lbs forklift, readymix truck) provided? _____
- 9 Have all obstacles been removed from property line e.g. existing fence, stumps, etc. _____
- 9 Are there any requirements for additional grading or concrete? _____
- 10 If additional work is required, (i.e. pump, vac truck, hand dig) is there a Change Order attached?
- 11 Is there adequate level ground to stage trailers? _____
- 12 Do utilities obstruct footing placment? Is fence to be moved or placed over utilites? _____

If footings are to be placed on top of/through utilities customer acknowledges that Olympus Precast is not responsible for damage to utilites after installation of fence (i.e. settling of footings, removal of footings due to layout changes by customer, etc.)

Please note that checklist must be completed before footings crew can begin work. Failure to prepare site before footings crew arrives will result in a \$300 remobilization fee if they are unable to preform their work due to site conditions.

Please use back of page for any additional drawings or comments.

 Customer Signature

Tooele City Council Business Meeting Minutes

Date: Wednesday, February 15, 2023

Time: 7:00 p.m.

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

City Council Members Present:

Ed Hansen, Via phone

Justin Brady

Maresa Manzione

Tony Graf

Dave McCall

City Employees Present:

Mayor Debbie Winn

Jim Bolser, Community Development Director

Adrian Day, Police Department Chief

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Jamie Grandpre, Public Works Director

Paul Hansen, City Engineer

Jared Stewart, Economic Development Director

Minutes prepared by Katherin Yei

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

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call

Tony Graf, Present

Ed Hansen, Present via phone

Justin Brady, Present

Maresa Manzione, Present

Dave McCall, Present

3. Public Comment Period

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

4. Mayor's Community Recognition Award

Presented by Debbie Winn, Mayor

Mayor Winn shared her recognition and appreciation of the first responders within the County that have aided in the recent tragedies. She shared her condolences for the families that have lost people recently.

5. Tooele Technical College Student of the Year & Annual Update

Presented by President Paul Hacking

Mr. Hacking presented the Tooele Technical College Student of the Year to Darek Darcy.

Mr. Darcy shared his story and impact from Tooele Technical College.

Mr. Hacking presented updates, initiatives, and future additions to the Technical College.

6. Public Hearing & Motion on Ordinance 2023-05 An Ordinance of the Tooele City Council Amending the Standards and Qualifications of the Planned Unit Development Zoning Overlay for 86.7 Acres of Property Located in the Area Generally at Approximately 2000 North Copper Canyon Drive, Known as Western Acres

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented an amendment to an assigned PUD to the Western Acres development. The original PUD reassigned the zoning to MR-16 and R1-7. The Zoning Map Amendment was done through Ordinance 2020-50. Tooele PUD ordinance does not allow an increase in density, but only allows configuration changes. With the amendment, it requests to change the covered parking requirement as well as allow the use of vinyl siding as an allowed exterior building material. The Planning Commission has heard this item and forwarded a negative recommendation by a 6-1 vote.

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

Mr. DeCarlo addressed the Council. He shared an example piece of vinyl. The entire project would not be completely vinyl, but have some stone to break it up. They would like to make the product of value but affordable.

The Council had a discussion on the aesthetic of vinyl. These changes do not make the homes more "affordable". By making allowing the changes, it allows no limitations and too many options for applicants. Removing covered parking is an issue and can make a big difference for the home owner. Council Member Manzione, Council Member Graf, and Chairman Brady shared their disapproval for the removal of the PUD.

Mr. Carlo addressed the Council's concerns. These changes will allow the homes to be more affordable.

Mr. Adam addressed the City Code requirement of the 50% max on vinyl. D.R. Horton would move to make the concessions to match the code.

Mr. Bolser addressed the Council. One thing to keep in mind, is the original PUD was based on the design standards at that time. The Council would need to approve or deny something; even if it is removing the building materials callout from the PUD and going back to the basic City standards.

Council Member Manzione motioned to deny Ordinance 2023-05 An Ordinance of the Tooele City Council Amending the Standards and Qualifications of the Planned Unit Development Zoning Overlay for 86.7 Acres of Property Located in the Area Generally at Approximately 2000 North Copper Canyon Drive, Known as Western Acres. Chairman Brady seconded the motion. The vote was as follows: Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

7. Public Hearing & Motion on Ordinance 2023-09 An Ordinance of the Tooele City Council Vacating a Dedicated Right-of-Way Intended as a Walkway Path West From 630 East Street at Approximately 217 North

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a dedicated right-of-way vacation. The right-of-way is for a walkway path. There is a pathway around 217 North along 630 East. The path is 10 feet wide and goes the length way of the neighboring properties. Both property owners, having 5 feet added to their property with this vacation, did not express concerns.

The Council asked the following:
Will there ever be a need to have a trail connect there?

Mr. Bolser addressed the Council. This is not a highly desirable connection to be maintained by the City. The statutory requirement comes from the state law. It states the public use was not intended for public purposes and developed. As well as no utility use or public purpose.

Mr. Baker addressed the Council. Those findings support the general requirements and should be a part of the motion.

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

Council Member Manzione motioned to approve Ordinance 2023-09 An Ordinance of the Tooele City Council Vacating a Dedicated Right-of-Way Intended as a Walkway Path West From 630 East Street at Approximately 217 North based on the cause and findings found in the Ordinance itself. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

8. Resolution 2023-12 A Resolution of the Tooele City Council Consenting to the Mayor's Appointment of Ken Spence and Rebekka Peterson to the Tooele City Historic Preservation Commission

Presented by Jared Stewart, Economic Development Director

Mr. Stewart presented the Mayor's appointment of Ken Spence and Rebekka Peterson to the Tooele City Historic Preservation Commission.

Council Member Graf motioned to approve Resolution 2023-12 A Resolution of the Tooele City Council Consenting to the Mayor's Appointment of Ken Spence and Rebekka Peterson to the Tooele City Historic Preservation Commission. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

9. Resolution 2023-13 A Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for the Lot 2A Top Stop Subdivision

Presented by Jared Stewart, Economic Development Director

Mr. Stewart presented an authorization payment of fee-in-lieu of water rights conveyance for Lot 2A of the Top Stop Subdivision. This is for 2-3 new retail structures. They are requesting 3.38 acre-feet of water. There is a two-year deadline on that water.

Council Member Graf motioned to approve Resolution 2023-13 A Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for the Lot 2A Top Stop Subdivision. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

10. Resolution 2023-14 A Resolution of the Tooele City Council Approving an Agreement with Waste Management of Utah, Inc.

Presented by Paul Hansen, City Engineer

Mr. Hansen presented an agreement with Waste Management of Utah, Inc. The City is proposing a contract to obtain recycling services for the City's residential curbside collection. Staff provided a list of eight commodities that are recycled and a cost for waste that cannot be recyclable. Staff received numbers from Rocky Mountain Recycles and Waste Management. Staff is recommending the agreement with Waste Management. The contract is proposed to be written as a three-year contract. The City and the company have the option to extend 3 one-year times.

The Council asked the following questions:

If a citizen wants a new recycle bin, which company does it?

Mr. Hansen addressed the Council. Ace picks up both trash and recycling. Their contract ends in May.

Council Member Graf motioned to approve Resolution 2023-14 A Resolution of the Tooele City Council Approving an Agreement with Waste Management of Utah, Inc. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

11. Resolution 2023-15 A Resolution of the Tooele City Council Approving an Agreement with JSX, LLC for the Vine Street Sidewalk Improvement Project

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an agreement with JSX, LLC for the Vine Street sidewalk improvement project. This is located on the North side of Vine Street near 450 West. There is a grant through UDOT safe routes to school. The grant covered \$90,000. A portion of that was spent for other projects. The grant, Road C and storm drain funds will cover the program. The amount of the agreement is \$140,985.90. A power pole does need to be relocated. The City is working with Rocky Mountain Power.

Mr. Stewart addressed the Council. Grants typically have a deadline, but they can apply to extend it if needed.

Mr. Hansen addressed the Council. The contract is to be done by the end of July before school starts.

Chairman Brady motioned to approve Resolution 2023-15. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

12. Invoices & Purchase Orders

Ms. Pitt presented the following invoices:

Weidner for bunker gear, gloves, hats, and boots for the Fire Department in the amount of \$32,245.50

Summit Energy for monthly gas service for Pratt Aquatic Center in the amount of \$94,369.42.

Rehrig Pacific Company for 702, 95-gallon garbage containers in the amount of \$47,076.64.

Christensen & Griffith for damage of the pavilion at the golf-course in the amount of \$35,233.

Nickerson Company for the Berra well in the amount of \$195,391.00.

Council Member Manzione motioned to approve the invoices and purchase orders.

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

13. Minutes

There are no changes to the minutes.

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

14. Adjourn

Chairman Brady adjourned the meeting at 8:27pm.

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 March, 2023

Justin Brady, City Council Chair