

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, April 5, 2023, at the hour of 7:00 p.m. The meeting will be held at the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah.

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

AGENDA

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Child Abuse Prevention Month Proclamation**
Presented by Debbie Winn, Mayor
- 4. Mayor's Youth Recognition Award**
Presented by Debbie Winn, Mayor
- 5. Public Comment Period**
- 6. Public Hearing & Motion on Ordinance 2023-14** An Ordinance of the Tooele City Council Vacating a Portion of the 2000 North Dedicated Right-of-Way, Between Progress Way and State Road 36
Presented by Jim Bolser, Community Development Director
- 7. Subdivision Preliminary Plan Request** by RMO Properties, LLC for the Proposed Vista Meadows Subdivision to Include 47 Single-Family Residential Lots on 9.8 Acres Located at Approximately 450 West 600 North in the R1-7 Residential Zoning District
Presented by Jim Bolser, Community Development Director
- 8. Hunter Minor Subdivision Request** by Kathy Curtis to Create 3 Lots on 0.82 Acres Located at 240 West Utah Avenue in the R1-7 Residential Zoning District
Presented by Jim Bolser, Community Development Director
- 9. Ordinance 2023-13** An Ordinance of Tooele City Amending Tooele City Code Section 10-3-31 Regarding Service of Notice of Parking Violations
Presented by Roger Baker, City Attorney
- 10. Resolution 2023-20** A Resolution of the Tooele City Council Approving an Agreement with Tooele County for Dispatch Services for Fiscal Year 2023-2024
Presented by Adrian Day, Police Chief

11. **Resolution 2023-21** A Resolution of the Tooele City Council Approving an Agreement with Nelson Brothers Construction Company for the Water Reclamation Facility Headworks Project
Presented by Jamie Grandpre, Public Works Director

12. **Resolution 2023-22** A Resolution of the Tooele City Council Approving an Agreement with Kilgore Contracting for the 2023 Roadway Reconstruction and Water Line Replacement Project
Presented by Jamie Grandpre, Public Works Director

13. **Invoices & Purchase Orders**
Presented by Michelle Pitt, City Recorder

14. **Minutes**

15. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

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



Proclamation

CHILD ABUSE PREVENTION MONTH - APRIL 2023

WHEREAS, the children of Tooele City are the future of our state's success and investing in their general welfare, safety and livelihood are of utmost priority; and

WHEREAS, all children deserve to grow up in a safe and nurturing environment to assure they reach their full potential as they grow and develop; and

WHEREAS, the protection of children and strengthening of families is of concern and responsibility of all Tooele City citizens because the wellness of children affects our lives now and will continue to affect us in the future; and

WHEREAS, child abuse is a serious problem with 9,695 confirmed child victims in the state of Utah last fiscal year with each of those cases impacting an entire family and affecting the community as a whole; and

WHEREAS, child abuse respects no racial, religious, socio-economic or geographic boundaries, and

WHEREAS, all citizens of Tooele City need to become more aware of child abuse and its prevention within their respective communities and actively encourage and support parents to raise their children in a safe and nurturing environment, and

WHEREAS, preventing child abuse requires each member of the community to be attentive to the problems of families around them and commit to do everything they can to help.

NOW THEREFORE, the Mayor and the City Council on behalf of the residents of Tooele City citizens, proclaim **April 2023 as CHILD ABUSE PREVENTION MONTH** and we call upon all our citizens to renew their commitment to be educated on the impact of child abuse and join in working for its prevention within our communities.

ADOPTED on this the _____ day of _____, _____ in Tooele City, Utah.

Debra E. Winn
Tooele City Mayor

**TOOELE CITY CORPORATION
ORDINANCE 2023-14**

AN ORDINANCE OF THE TOOELE CITY COUNCIL VACATING A PORTION OF THE 2000 NORTH DEDICATED RIGHT-OF-WAY, BETWEEN PROGRESS WAY AND STATE ROAD 36.

WHEREAS, Tooele City desires to vacate the dedicated ROW which adjoins the side boundaries of Lot 1 of the Smart Subdivision and Lot 1 of the SR-36 Self Storage Minor Subdivision; and,

WHEREAS, the ROW contains 7,580 square-feet (0.174 acres); and,

WHEREAS, the ROW runs east and west, and is bounded by the continuation of the 2000 North right-of-way on the east, the State Road 36 right-of-way on the west, the side boundary of the non-residential Lot 1 of the SR-36 Self Storage Minor Subdivision on the north, and the side boundary of the non-residential Lot 1 of the Smart Subdivision on the south; and,

WHEREAS, the Affected Parcels are listed as follows:

- Smart Subdivision, Lot 1, Parcel Number 10-021-F-0006
- SR-36 Self Storage Minor Subdivision, Lot 1, Parcel Number 21-065-0-0001

WHEREAS, the Smart Subdivision, Book 10, Page 21F shows the south half of the existing ROW and the adjoining property owners and is attached hereto as **Exhibit A**; and,

WHEREAS, the SR-36 Self Storage Minor Subdivision, Book 21, Page 65 shows the north half of the existing ROW and the adjoining property owners and is attached hereto as **Exhibit B**; and,

WHEREAS, a legal description has been prepared to describe the ROW to be vacated (see the right-of-way legal description attached hereto as **Exhibit C**); and,

WHEREAS, pursuant to UCA Section 72-5-107, “title to the vacated [ROW] . . . shall vest to the adjoining record owners, with one-half of the width of the [ROW] assessed to each of the adjoining owners”; and,

WHEREAS, this segment of the 2000 North right-of-way formerly provided a connection to State Road 36 but was disconnected by the Utah Department of Transportation due to concerns for safety at the intersection; and,

WHEREAS, the Utah Department of Transportation has determined that it is not in the best interest of safety for the general public for the 2000 North right-of-way to reconnect in the future to the east of State Road 36; and,

WHEREAS, the subject portion of ROW has no current or anticipated future use or value as a transportation right-of-way, and serves no public purpose;

WHEREAS, pursuant to UCA Section 72-5-107, “title to the vacated [ROW] . . . shall vest to the adjoining record owners, with one-half of the width of the [ROW] assessed to each of the adjoining owners”; and,

WHEREAS, the ROW has no current or anticipated future use or value as a transportation right-of-way, and serves no public purpose, with the exception of providing an easement for underground Tooele City public utilities and private franchise utilities, for which this ordinance expressly reserves easements, as described in **Exhibit D**;

WHEREAS, the City has underground utilities and infrastructure located in and under the ROW, namely, water mainlines, sewer mainlines, and storm drain infrastructure; and,

WHEREAS, if the ROW is vacated, the City and other entities responsible for the maintenance of public utilities will need access to the utility infrastructure located in and under the ROW; and,

WHEREAS, the City has notified the owners and operators of all known utility facilities, if any, in and under the ROW, and those owners, if any, have given their consent to the vacation of the ROW; and,

WHEREAS, the public hearing notice requirements of Utah Code Ann. §10-9a-208 have been met; and,

WHEREAS, as required by UCA Sections 10-9a-609.5 and 72-5-107, this ordinance and its exhibits are to be recorded in the office of the Tooele County Recorder to accomplish the vacation of the ROW; and,

WHEREAS, a public hearing was held before the City Council on the Petition on April 5, 2023, during which the City Council considered (1) whether there were good cause to vacate the ROW, and (2) whether the public interest or any person would be materially injured by the vacation of the ROW:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEE CITY COUNCIL that:

1. Good cause exists to vacate the ROW, as follows:
 - a. the property owner has petitioned for the ROW vacation; and,
 - b. the ROW has no current or anticipated future use as transportation rights-of-way and serve no public purpose with the exception of easements for existing and future underground Tooele City public utilities and existing private franchise utilities;
 - c. the above-referenced utility companies have consented to the ROW vacation; and,
 - d. the ROW vacation will reserve to Tooele City Corporation utility easements for existing and future Tooele City public utilities in the ROW; and,
 - e. the ROW vacation will reserve to the owners of private franchise utilities easements for utilities existing in the ROW as of the date of approval of this ordinance; and,
 - f. the public hearing identified no reason why the ROW vacation should not be approved.
2. Neither the public interest nor any person is anticipated to be materially injured by the vacation of the ROW, as follows:
 - a. the property owner has petitioned for the ROW vacation; and,
 - b. the ROW has no current or anticipated future use as transportation rights-of-way and serve no public purpose with the exception of easements for existing and future underground Tooele City public utilities and existing private franchise utilities; and,
 - c. the above-referenced utility companies have consented to the ROW vacation; and,
 - d. the ROW vacation will reserve to Tooele City Corporation utility easements for existing and future Tooele City public utilities in the ROW; and,
 - e. the ROW vacation will reserve to the owners of private franchise utilities easements for utilities existing in the ROW as of the date of approval of this ordinance; and,
 - f. the public hearing identified no reason why the ROW vacation should not be approved.
3. The ROW, as described above and as depicted and described in Exhibits A, B, and C, is hereby vacated.

4. Title to the vacated ROW shall vest to the adjoining record owners, with one-half of the width of the ROW assessed to each of the adjoining owners.
5. The public utility easement, as described above and as depicted and described in Exhibit D, is hereby established.
6. The City Recorder shall record this ordinance, together with its exhibits, in the office of the Tooele County Recorder.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 20__.

TOOELE CITY COUNCIL

(For)

(Against)

Justin Brady

Justin Brady

Dave McCall

Dave McCall

Tony Graf

Tony Graf

Ed Hansen

Ed Hansen

Maresa Manzione

Maresa Manzione

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. Winn

Debra E. Winn

(If the mayor approves this ordinance, the City Council passes this ordinance with the Mayor's approval. If the Mayor disapproves this ordinance, the City Council passes the ordinance over the Mayor's disapproval by a super-majority vote (at least 4). If the Mayor neither approves nor disapproves of this ordinance by signature, this ordinance becomes effective without the Mayor's approval or disapproval. UCA 10-3-704(11).)

ATTEST:

Approved as to Form:

Michelle Pitt, City Recorder

Roger Baker, Tooele City Attorney

S E A L

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Debra E. Winn, who did affirm to me that she is the Mayor of Tooele City Corporation, and that she did execute the foregoing ordinance with due authority this ____ day of _____, 20__.

Notary Public
Residing in Tooele County, Utah

EXHIBIT A

Smart Subdivision Recorded Plat

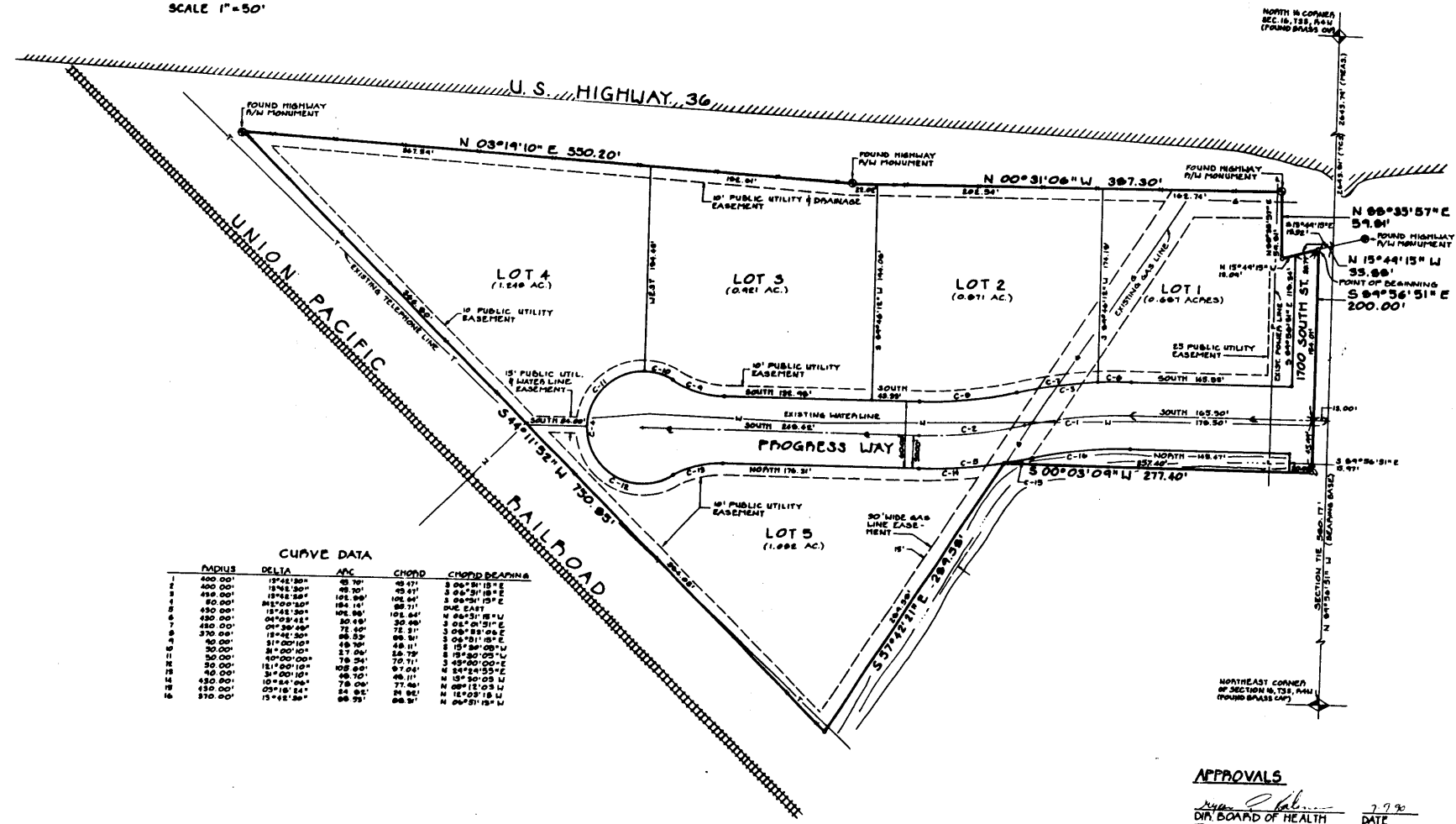


SCALE 1"=50'

SMART SUBDIVISION

INDUSTRIAL PARK

A PART OF THE N.E. 1/4 OF SECTION 16, T3S, R4W, SLB & M.
TOOELE CITY, TOOELE COUNTY, UTAH



CURVE DATA					
RADIUS	DELTA	APC	CHORD	CHORD BEARING	
1	400.00'	15°42'30"	43.70'	43.47'	S 06°18'18"E
2	400.00'	15°42'30"	43.70'	43.47'	S 06°21'18"E
3	450.00'	15°42'30"	105.90'	105.60'	S 09°51'03"E
4	450.00'	15°42'30"	105.90'	105.60'	S 09°51'03"E
5	450.00'	15°42'30"	105.90'	105.60'	S 09°51'03"E
6	450.00'	04°09'42"	30.48'	30.28'	S 02°01'21"E
7	450.00'	04°09'42"	30.48'	30.28'	S 02°01'21"E
8	370.00'	15°42'30"	72.30'	72.31'	S 06°51'00"E
9	370.00'	15°42'30"	72.30'	72.31'	S 06°51'00"E
10	30.00'	51°00'10"	48.70'	48.11'	S 15°38'00"W
11	30.00'	51°00'10"	48.70'	48.11'	S 15°38'00"W
12	30.00'	51°00'10"	48.70'	48.11'	S 15°38'00"W
13	40.00'	11°00'10"	70.30'	70.71'	S 45°00'00"E
14	40.00'	11°00'10"	70.30'	70.71'	S 45°00'00"E
15	40.00'	11°00'10"	70.30'	70.71'	S 45°00'00"E
16	450.00'	05°18'14"	34.95'	34.95'	N 08°12'03"W
17	450.00'	05°18'14"	34.95'	34.95'	N 08°12'03"W
18	370.00'	15°42'30"	96.75'	96.35'	N 06°21'18"W

SURVEYOR'S CERTIFICATE
 I, PAUL H. JUDD, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7100 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREINAFTER TO BE KNOWN AS SMART SUBDIVISION

BOUNDARY DESCRIPTION
 A PART OF THE N.E. 1/4 OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN;
 BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY 36 AND THE SOUTHERN RIGHT-OF-WAY LINE OF A TOOELE COUNTY ROAD, WHICH IS N 84°56'30" W 300.17 FT. ALONG THE SECTION LINE AND S 15°44'15" E 15.52 FT. ALONG SAID RIGHT-OF-WAY LINE FROM THE NORTHEAST CORNER OF SECTION 16, AND RUNNING THENCE S 84°56'30" E 200.00 FT. ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID TOOELE COUNTY ROAD; THENCE S 00°03'09" W 277.40 FT. MORE OR LESS TO A POINT ON THE CENTERLINE OF A MOUNTAIN FUEL SUPPLY COMPANY GAS LINE EASEMENT; THENCE S 57°42'21" E 204.59 FT. ALONG SAID CENTERLINE TO A POINT ON THE WESTERN BOUNDARY OF A UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S 44°15'52" W 150.00 FT. ALONG SAID RIGHT-OF-WAY TO A FOUND HIGHWAY RIGHT-OF-WAY MONUMENT MARKING THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY 36; THENCE ALONG SAID EASTERN RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: N 03°19'10" E 550.20 FT. TO A FOUND HIGHWAY RIGHT-OF-WAY MONUMENT; N 00°31'06" W 387.30 FT. TO A FOUND HIGHWAY RIGHT-OF-WAY MONUMENT; N 06°33'57" E 54.91' TO A FOUND HIGHWAY RIGHT-OF-WAY MONUMENT; N 15°44'15" W 35.60' TO A POINT OF BEGINNING; S 84°56'31" E 200.00' CONTAINS 3.902 ACRES

BASIS OF BEARING: N 84°56'31" W ALONG THE SECTION LINE AND THE N.E. COR. AND THE N 1/4 COR. OF SEC. 16, T3S, R4W, S.L.B. & M.

DATE Jan. 26, 1987
 PAUL H. JUDD
 UTAH REGISTERED LAND SURVEYOR
 LICENSE NO. 7100

OWNER'S DEDICATION
 KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREINAFTER KNOWN AS

SMART SUBDIVISION
 DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HANDS THIS 27 DAY OF JULY AD. 19 87

ACKNOWLEDGEMENT
 STATE OF UTAH
 COUNTY OF Tooele } ss.

ON THIS 18 DAY OF JULY, 19 87, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF TOOELE, STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION, 1 IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT HE SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC Douglas A. Whitton
 RESIDING IN Tooele County, Utah
 MY COMMISSION EXPIRES 1/20/92

RECORDED NO. 035230
 STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF Paul Smart
 DATE 2/11/92 TIME 11:02 AM, ROOM 205 PAGE 122 FEE 22.00
William Paul Smith, Deputy
 TOOELE COUNTY RECORDER

APPROVED AS TO FORM
 APPROVED AS TO FORM THIS 19 DAY OF August, 19 88.
Douglas A. Whitton
 TOOELE CITY ATTORNEY

CITY PLANNING APPROVAL
 APPROVED THIS 17 DAY OF October, 19 82 BY THE TOOELE CITY PLANNING COMMISSION
Raymond Johnson
 CHAIRMAN

CITY ENGINEERING APPROVAL
 APPROVED THIS 19 DAY OF August, 19 88.
Robert L. Johnson
 TOOELE PUBLIC WORKS DIRECTOR

APPROVAL AND ACCEPTANCE
 PRESENTED TO THE TOOELE CITY COUNCIL THIS 6 DAY OF April, 19 88 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
Robert L. Johnson Mayor
Richard W. Johnson Councilman
Robert L. Johnson Councilman
Robert L. Johnson Councilman
Robert L. Johnson Councilman
 ATTEST: Robert L. Johnson
 TOOELE CITY RECORDER

APPROVALS

Paul Smart 7/9/87
 DIR. BOARD OF HEALTH DATE

Paul Smart 8-19-88
 DIR. FLOOD CONTROL DEPT. DATE

Paul Smart 6/27/90
 CHIEF OF POLICE DATE

Paul Smart 6/7/87
 FIRE CHIEF DATE

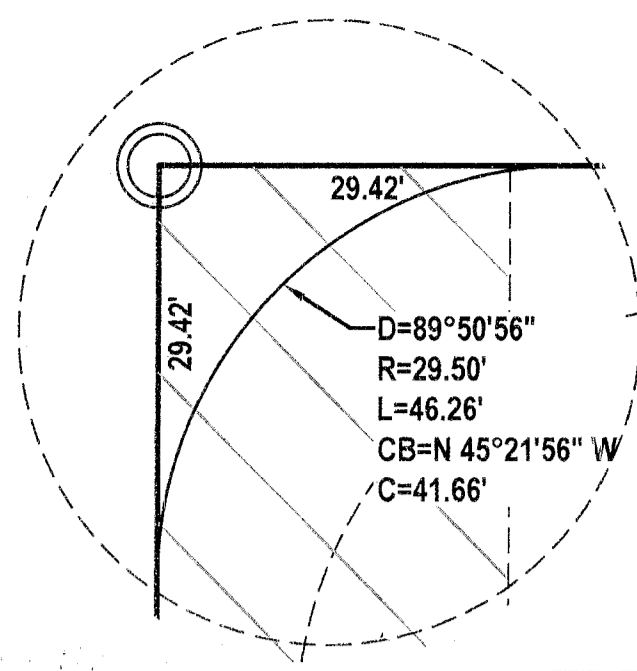
Michael Johnson 1/3/88
 SCHOOL SUPT. DATE

EXHIBIT B

SR-36 Self Storage Minor Subdivision Recorded Plat

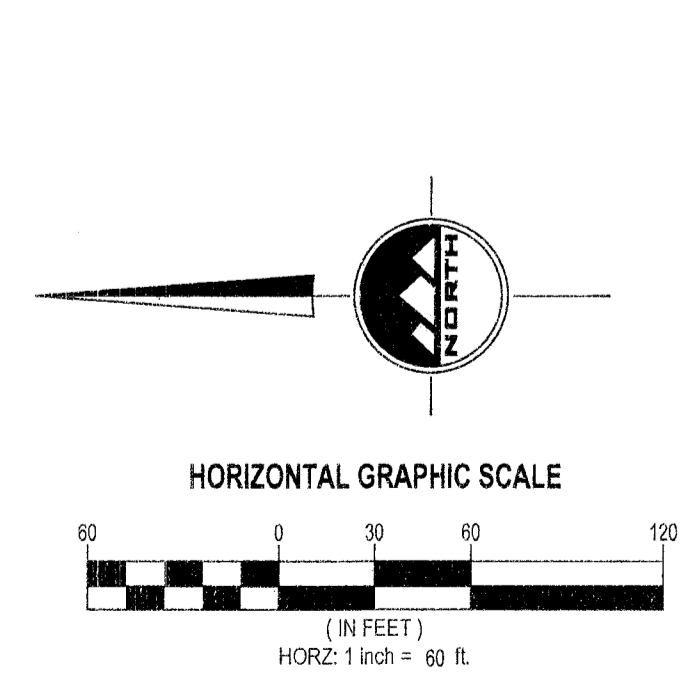
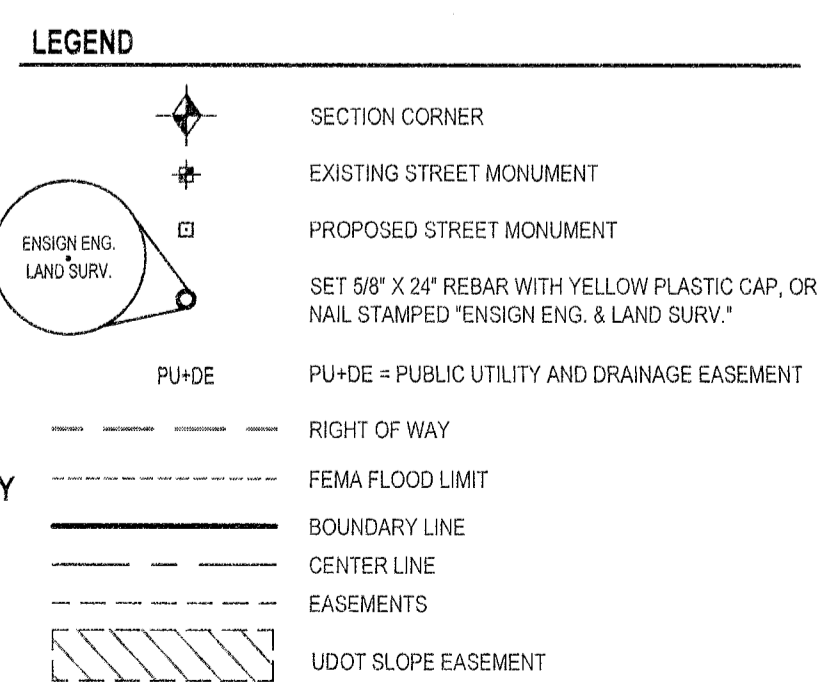
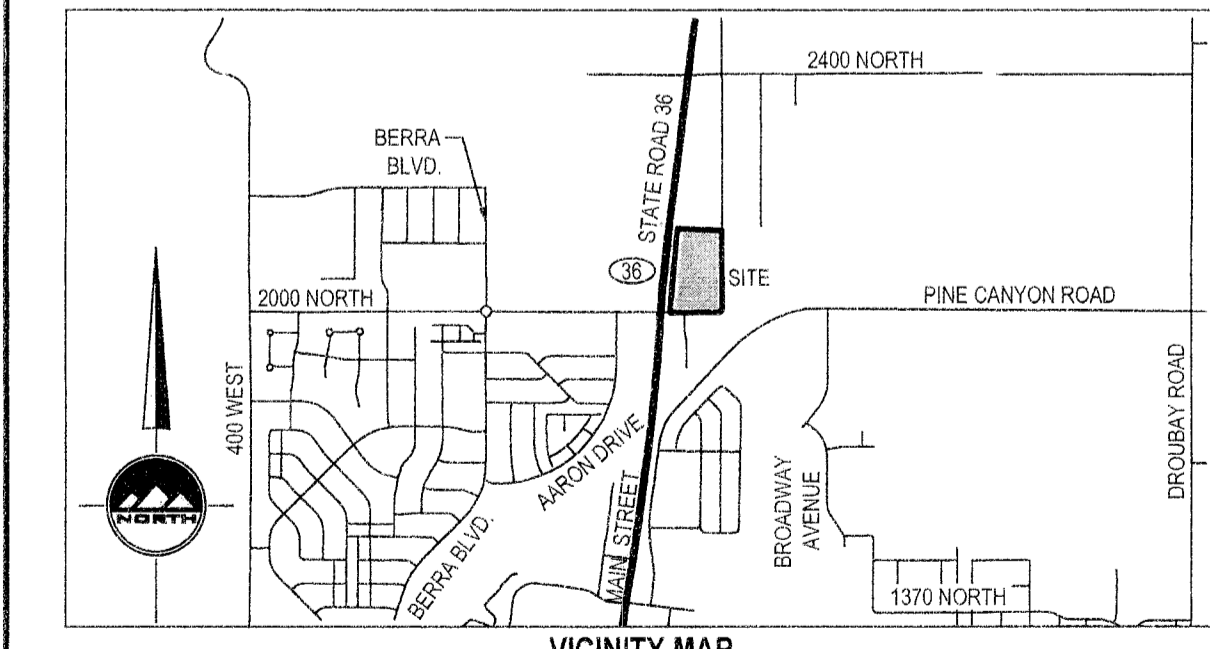
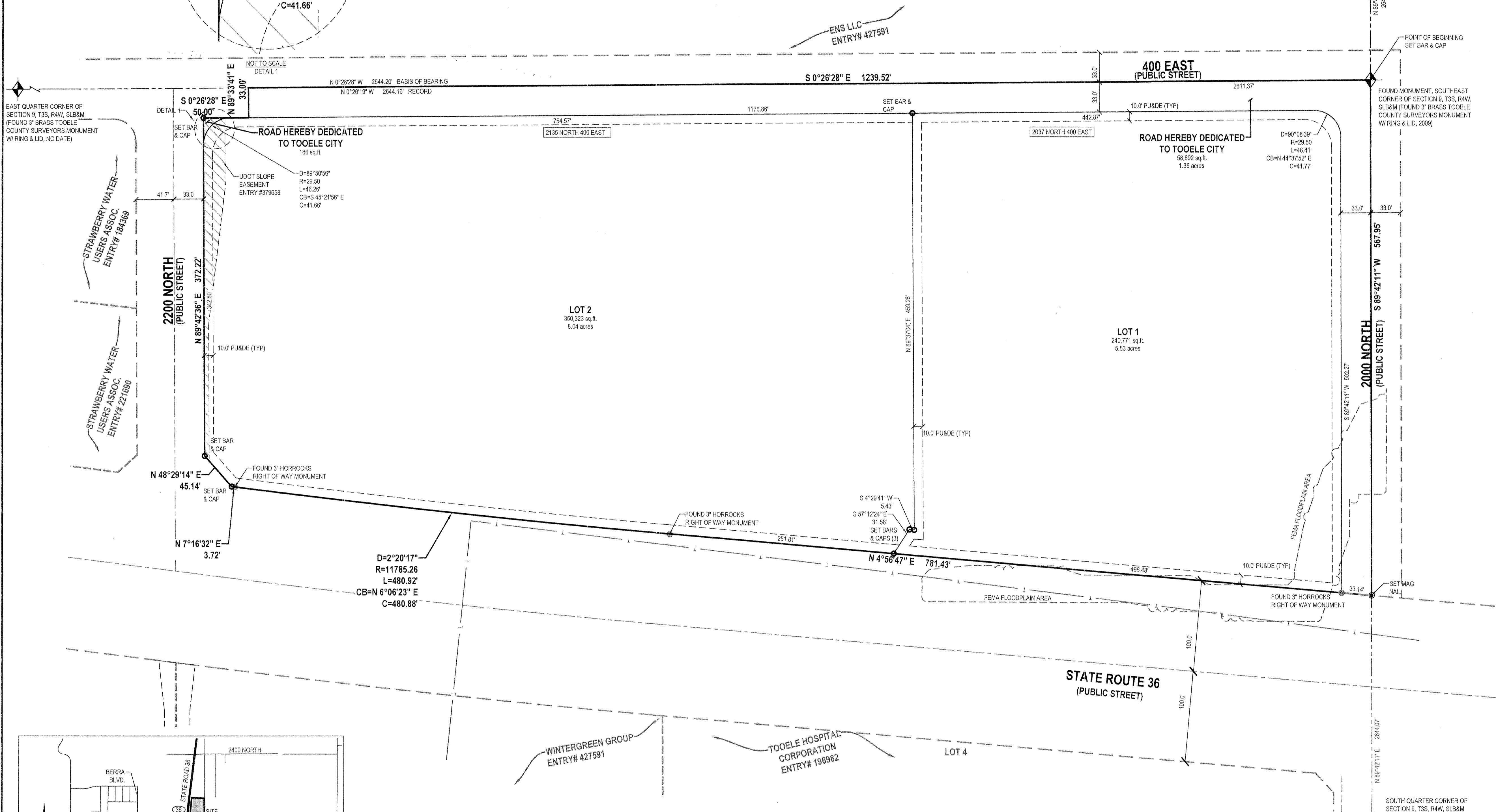


CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.
Know what's below.
Call before you dig.



FINAL PLAT SR-36 SELF STORAGE MINOR SUBDIVISION

LOCATED IN THE SOUTHEAST CORNER
OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 4
WEST, SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH



SURVEYOR'S CERTIFICATE
I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 334575, as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SR-36 SELF STORAGE MINOR SUBDIVISION, and that the same has been correctly surveyed and monumented on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION
A parcel of land, situated in the Southeast Quarter of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Utah, more particularly described as follows:
Beginning at the found monument at the Southeast Corner of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:
thence South 89°42'11\"/>

SEPTEMBER 23 2020
Date
Douglas J. Kinsman
License no. 334575

OWNER'S DEDICATION AND CONSENT TO RECORD
Known all men by these present that the undersigned are the owner(s) of the herein described tract of land and hereby cause the same to be divided into lots and streets together with easements as set forth hereafter to be known as:
SR-36 SELF STORAGE MINOR SUBDIVISION
The undersigned owner(s) hereby dedicate to Tooele City all those parts or portions of said tract of land on said plat designated hereon as streets, the same to be used as public thoroughfares forever. The undersigned owners also hereby convey to Tooele City and to any public utility companies a perpetual, non-exclusive easement over the public utility and drainage easements shown on this plat, the same to be used for drainage and for the installation, maintenance and operation of public utility service lines and facilities.

In witness whereof I have hereunto set my / our hand this 5th day of October, A.D. 2020.
By Kelly Gallacher,
SR-36 Self Storage LLC.
By Wintergreen Group, LLC,
Butch Johnson

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF UTAH J.S.S.
County of TOOELE
On the 5th day of October, A.D. 2020,
I, Butch Johnson, Notary Public, in and for said County of Utah,
personally appeared before me, the undersigned Notary Public, in and for said County of Utah,
who after being duly sworn, acknowledged to me that He/She is the Managing member
of SR-36 Self Storage Minor Subdivision LLC a Limited
Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for
the purposes therein mentioned and acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES: 6-17-24
Madison RESIDING IN Utah COUNTY.
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF UTAH J.S.S.
County of TOOELE
On the 6th day of October, A.D. 2020,
I, Butch Johnson, Notary Public, in and for said County of Palo Pinto,
personally appeared before me, the undersigned Notary Public, in and for said County of Palo Pinto,
who after being duly sworn, acknowledged to me that He/She is the Managing Partner
of W21 Wintergreen Group LLC a Limited
Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for
the purposes therein mentioned and acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES: 11-19-2023
Stacey Maples RESIDING IN Palo Pinto
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF UTAH J.S.S.
County of TOOELE
On the 6th day of October, A.D. 2020,
I, Stacey M. Maples, Notary Public, in and for said County of Palo Pinto,
personally appeared before me, the undersigned Notary Public, in and for said County of Palo Pinto,
who after being duly sworn, acknowledged to me that He/She is the Managing Partner
of W21 Wintergreen Group LLC a Limited
Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for
the purposes therein mentioned and acknowledged to me that said Limited Liability Company executed the same.

FINAL PLAT SR-36 SELF STORAGE MINOR SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE
AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

PLANNING COMMISSION APPROVAL
APPROVED THIS 14th DAY OF OCTOBER, 2020
BY THE TOOELE CITY PLANNING COMMISSION.
[Signature]
CHAIRMAN TOOELE CITY PLANNING COMMISSION

COUNTY HEALTH DEPARTMENT
APPROVED THIS 5th DAY OF OCTOBER, 2020
BY THE TOOELE COUNTY HEALTH DEPARTMENT.
[Signature]
TOOELE COUNTY HEALTH DEPARTMENT

CITY ATTORNEY
APPROVED AS TO FORM THIS 2 DAY OF MARCH
2021.
[Signature]
TOOELE CITY ATTORNEY

DEVELOPER
KELLY GALLACHER
3114 EAST HUNTERS RIDGE WAY
HEBER CITY, UTAH 84032
916-719-0733

COUNTY TREASURER APPROVAL
APPROVED AS TO FORM THIS 3rd DAY OF OCTOBER, 2020
BY THE TOOELE COUNTY TREASURER.
[Signature]
TOOELE COUNTY TREASURER

COUNTY SURVEY DEPARTMENT APPROVAL
APPROVED THIS 2nd DAY OF OCTOBER, 2020
BY THE TOOELE COUNTY SURVEY DEPARTMENT.
RECORD OF SURVEY FILE # 2018-0079-01, 2020-0074-01
[Signature]
TOOELE COUNTY SURVEY DIRECTOR

DOMINION ENERGY
DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-395-8532.
APPROVED THIS 2nd DAY OF OCTOBER, 2020
BY [Signature]
TITLE: Proc. Construction Rep.

CITY COUNCIL
APPROVED AS TO FORM ON THIS 21st DAY OF OCTOBER, A.D. 2020.
[Signature]
TOOELE CITY COUNCIL

COMMUNITY DEVELOPMENT
APPROVED AS TO FORM ON THIS 5th DAY OF MARCH, A.D. 2021.
[Signature]
TOOELE CITY COMMUNITY DEVELOPMENT

CITY ENGINEER
APPROVED AS TO FORM THIS 16th DAY OF NOVEMBER, 2020.
[Signature]
TOOELE CITY ENGINEER

TOOELE COUNTY RECORDER
RECORDED # 531044
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
REQUEST OF: SR-36 Self Storage, LLC
DATE: 3/10/21 TIME: 2:20 p.m.
5440 FEES
[Signature]
TOOELE COUNTY RECORDER

ROCKY MOUNTAIN POWER COMPANY
1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27A-302(4)(C) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
(4) ANY OTHER PROVISION OF LAW.
APPROVED THIS 2nd DAY OF OCTOBER, 2020
ROCKY MOUNTAIN POWER
BY: [Signature]
TITLE: Operations Manager

ENSIGN
TOOELE
153 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435.843.3590
Fax: 435.578.0108
WWW.ENSIGNENG.COM

SALT LAKE CITY
Phone: 801.252.0559
LAYTON
Phone: 801.965.1100
CEDAR CITY
Phone: 435.995.1933
RICHFIELD
Phone: 435.995.2983

SHEET 1 OF 1
PROJECT NUMBER: 98157P
MANAGER: D. KINSMAN
DRAWN BY: J. HOWLAND
CHECKED BY: D. KINSMAN
DATE: 2020-09-23

EXHIBIT C

Legal Description of Vacated Portion of 2000 North ROW

A portion of the 2000 North Right of Way situate in the SE 1/4 of Section 9 and the NE 1/4 of Section 19, Township 3 South, Range 4 West of the Salt Lake Base and Meridian, said Right of Way located in Tooele City, Tooele County, Utah, and more particularly described as follows and as shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Beginning at the Southeast Corner of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running thence South 89°42'11" West 567.95 feet along the Section Line to the easterly Right-of-Way line of State Road 36, which is the Point of Beginning of the Right of Way to be vacated:

Thence North 45°6'47" East 33.14 feet along the westerly right of way of State Road 36 to the southwest corner of Lot 1 of the SR-36 Self Storage Minor Subdivision;

Thence North 89°42'11" East 112.26 feet along the southerly line of said Lot 1 of the SR-36 Self Storage Minor Subdivision;

Thence South 02°0'14" East 66.10 feet, more or less, to the northeast corner of Lot 1 of the Smart Subdivision;

Thence North 89°56'51" West 118.34 feet along the northerly line of Lot 1 of the Smart Subdivision to the northwest corner of said Lot 1 and the easterly Right-of-Way line of State Road 36;

Thence North 05°00'07" East 32.52 feet more or less along the east Right of Way line of State Road 36 to the Point of Beginning.

Right of Way contains 7,580 square feet, or 0.174 acres.

EXHIBIT D

Legal Description For New Public Utility Easement

A portion of the 2000 North Right of Way situate in the SE 1/4 of Section 9 and the NE 1/4 of Section 19, Township 3 South, Range 4 West of the Salt Lake Base and Meridian, said Right of Way located in Tooele City, Tooele County, Utah, and more particularly described as follows and as shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Beginning at the Southeast Corner of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running thence South 89°42'11" West 567.95 feet along the Section Line to the easterly Right-of-Way line of State Road 36, which is the Point of Beginning of the Right of Way to be vacated:

Thence North 45°6'47" East 33.14 feet along the westerly right of way of State Road 36 to the southwest corner of Lot 1 of the SR-36 Self Storage Minor Subdivision;

Thence North 89°42'11" East 112.26 feet along the southerly line of said Lot 1 of the SR-36 Self Storage Minor Subdivision;

Thence South 0°20'14" East 66.10 feet, more or less, to the northeast corner of Lot 1 of the Smart Subdivision;

Thence North 89°56'51" West 118.34 feet along the northerly line of Lot 1 of the Smart Subdivision to the northwest corner of said Lot 1 and the easterly Right-of-Way line of State Road 36;

Thence North 0°50'07" East 32.52 feet more or less along the east Right of Way line of State Road 36 to the Point of Beginning.

Right of Way contains 7,580 square feet, or 0.174 acres.

STAFF REPORT

March 15, 2023

To: Tooele City Planning Commission
Business Date: March 22, 2023

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Vista Meadows Subdivision – Preliminary Subdivision Plan Request

Application No.: P22-1085
Applicant: Jordan Taylor, representing RMO Properties, LLC
Project Location: Approximately 460 West 600 North
Zoning: R1-7 Residential Zone
Acreage: 9.79 Acres (Approximately 426,763 ft²)
Request: Request for approval of a Preliminary Subdivision Plan in the R1-7 Residential zone regarding creation of 47 single-family residential lots.

BACKGROUND

This application is a request for approval of a Preliminary Subdivision Plan for approximately 9.79 acres located at approximately 460 West 600 North. The property is currently zoned R1-7 Residential. The applicant is requesting that a Preliminary Subdivision Plan be approved to allow for the development of the currently vacant site as 47 single-family residential homes.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Medium Density Residential land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately five dwelling units per acre. The R1-7 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Medium Density Residential land use designation. To the north and east properties are zoned R1-7 Residential. To the south properties are OS Open Space and to the west properties are zoned MR-8 Multi-Family Residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Subdivision Layout. The preliminary subdivision plan proposes dividing the existing 9.7 acre parcel into 47 single-family residential lots ranging in size from 7,100 square feet up to 8,800 square feet. Each lot within the subdivision meets or exceeds minimum requirements of the R1-7 zoning district for lot size, lot width and lot frontage.

The subdivision layout is very simple. Three rows of lots running west to east with one new street, 630 North, connecting 520 West to 300 West. There are no cul-de-sacs or knuckles, just a straightforward inline subdivision.

There will a storm water detention basin located at the low point of the subdivision in the north west corner. This detention basin will ultimately be landscaped and then dedicated to Tooele City.

There will be some road dedication involved with this subdivision. Right-of-way will be dedicated along 520 West and 600 North as well as the entire right-of-way for 630 North Street. The developer will be installing the necessary frontage improvements such as curb, gutter and sidewalk as well as any necessary improvements to asphalt, especially along 520 West.

The Planning Commission may have noted that 520 West is a dedicated right-of-way but the traveled asphalt currently used by the public doesn't entirely fall within the dedicated right-of-way. This most likely is what is called a prescriptive easement meaning it has been used as a traveled right-of-way for a sufficient amount of time that a permanent access easement now exists. However, it should also be noted that the majority of that prescriptive easement exists outside of the influence of this proposed subdivision and is beyond the scope of the developer to do anything with or about. The developer is improving the subdivision frontage for this road and that is all that they are obligated to do. If the property to the west ever develops they will be required at that time to resolve the road as it extends through that property and connects with 520 West.

Landscaping. Landscaping will be required for the storm water detention basin. The applicant has elected to submit the landscaping plan during the final plat subdivision process. During that application review the Parks Department will be reviewing the landscape plan.

Fencing. Fencing is not required anywhere around this subdivision.

Criteria For Approval. The procedure for approval or denial of a Subdivision Preliminary Plat request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-8 and 9 of the Tooele City Code.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Preliminary Subdivision Plan submission and has issued a recommendation for approval for the request with the following proposed condition:

1. The developer shall submit a landscape plan for the storm water detention basin for review during the final plat subdivision application.

Engineering & Public Works Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Preliminary Subdivision Plan submission and have issued a recommendation for approval for the request.

Tooele City Fire Department Review. The Tooele City Fire Department has completed their review of the Preliminary Subdivision Plan submission and has issued a recommendation for approval for the request.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Preliminary Subdivision Plan by Jordan Taylor, representing RMO Properties, LLC, application number P22-1085, subject to the following conditions:

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

- permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
 4. That all requirements of the geotechnical report shall be satisfied throughout the development of the site and the construction of all buildings on the site.
 5. The developer shall submit a landscape plan for the storm water detention basin for review during the final plat subdivision application.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Vista Meadows Subdivision Preliminary Subdivision Plan Request by Jordan Taylor representing the RMO Properties, LLC for the purpose of creating 47 single-family residential lots, application number P22-1085, based on the findings and subject to the conditions listed in the Staff Report dated March 15, 2023:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Vista Meadows Subdivision Preliminary Subdivision Plan Request by Jordan Taylor representing the RMO Properties, LLC for the purpose of creating 47 single-family residential lots, application number P22-1085, based on the following findings:”

1. List findings...

EXHIBIT A

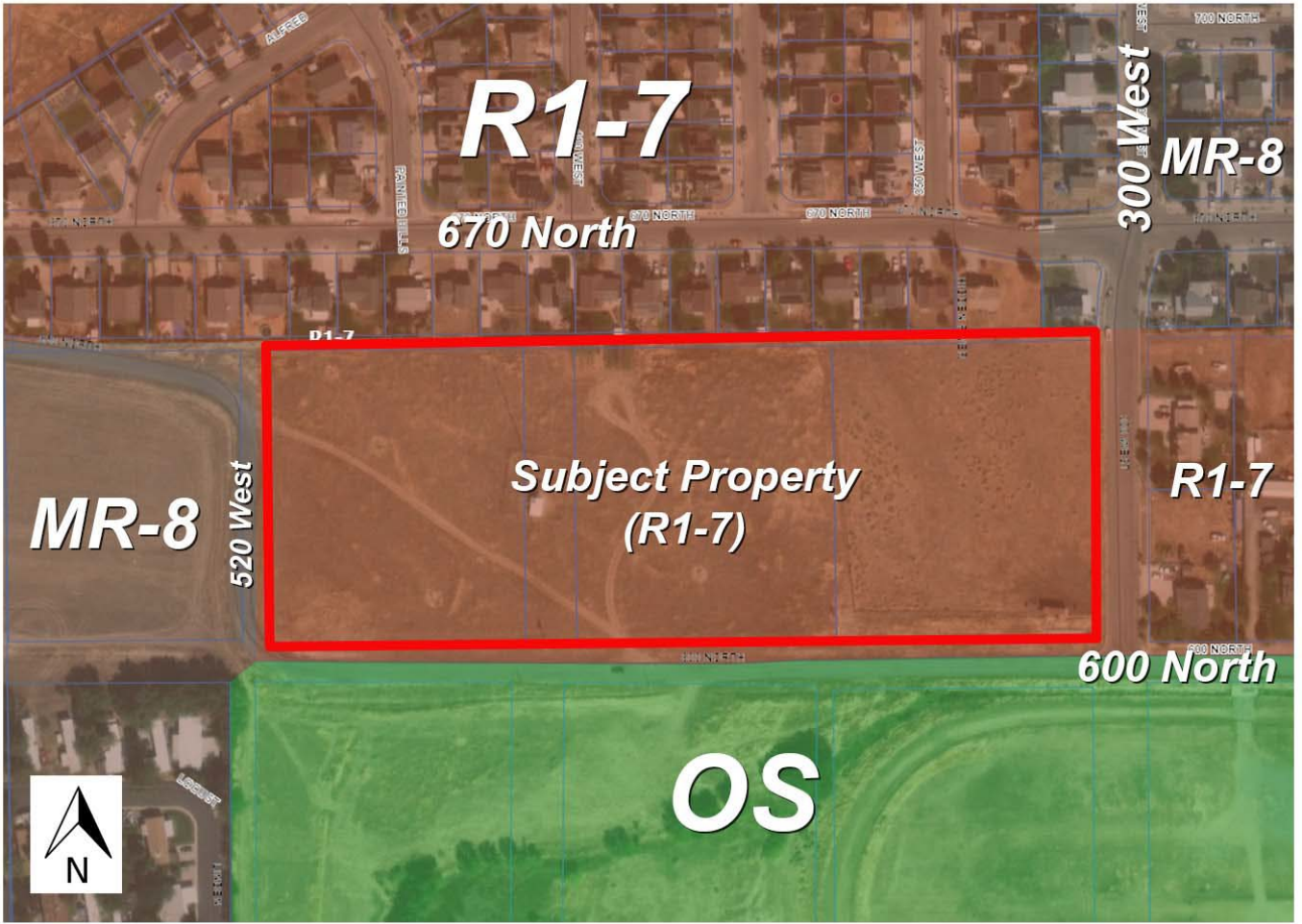
**MAPPING PERTINENT TO THE VISTA MEADOWS SUBDIVISION PRELIMINARY
SUBDIVISION PLAN**

Vista Meadows Preliminary Subdivision Plan



Aerial View

Vista Meadows Preliminary Subdivision Plan



Current Zoning

EXHIBIT B

**PROPOSED DEVELOPMENT PLANS &
APPLICANT SUBMITTED INFORMATION**

VISTA MEADOWS SUBDIVISION

A RESIDENTIAL SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
PRELIMINARY PLAT

SURVEYOR'S CERTIFICATE

I, KACAN M. DIXON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 9061091, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS VISTA MEADOWS SUBDIVISION A RESIDENTIAL SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

A TRACT OF LAND BEING SITUATE IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 00°09'13" WEST BETWEEN THE WEST QUARTER AND THE NORTHWEST CORNER OF SAID SECTION 21, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

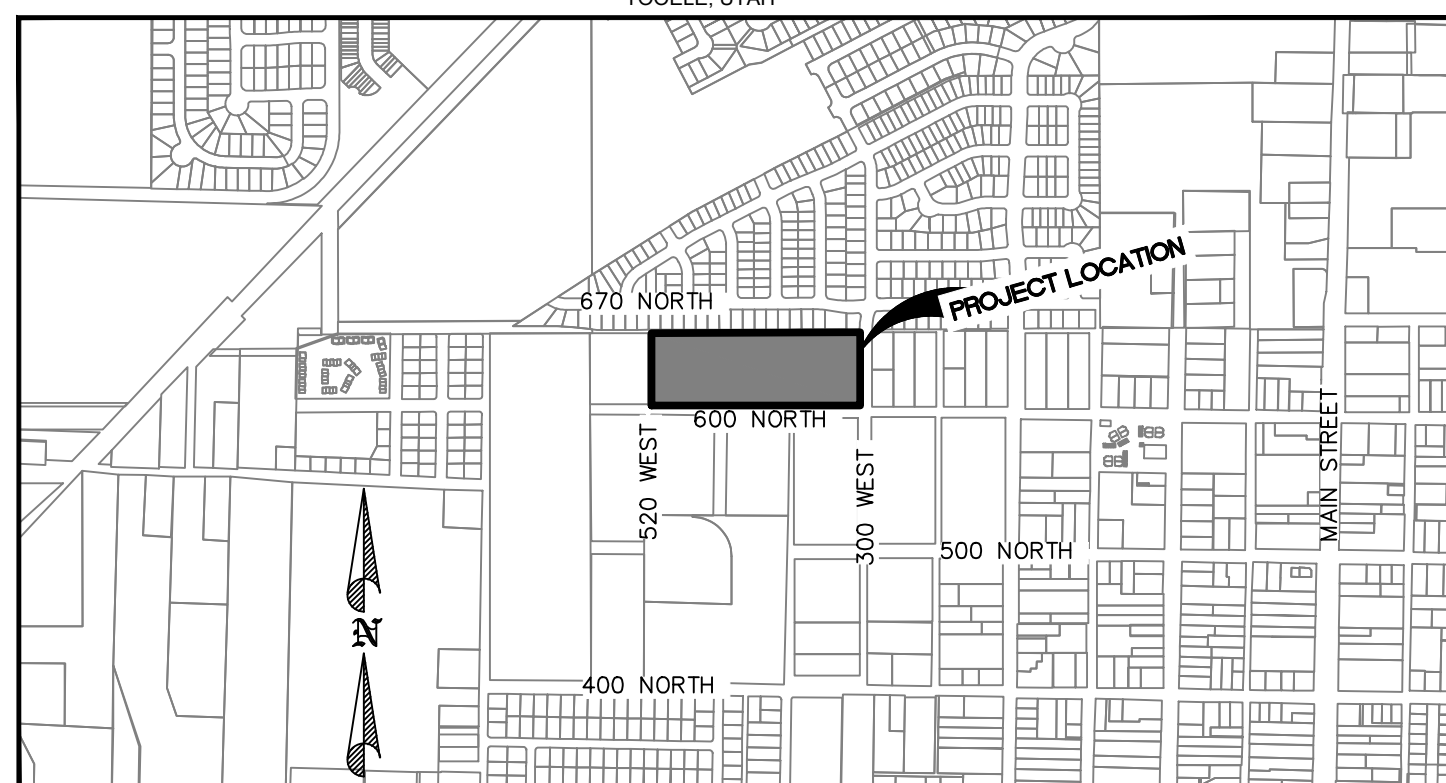
BEGINNING AT A POINT ON THE SOUTH LINE OF COPPER CANYON PHASE 1 AMENDED SUBDIVISION, BEING ON FILE WITH THE OFFICE OF THE TOOELE COUNTY RECORDER AS ENTRY NO. 119822, SAID POINT BEING NORTH 89°42'14" EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 306.14 FEET AND NORTH 00°09'13" EAST 16.04 FEET FROM THE WEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE NORTH 89°52'55" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1085.94 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, ALSO BEING THE SOUTHWEST CORNER OF SHELTON MEADOWS NO. 1 SUBDIVISION, ON FILE WITH THE OFFICE OF THE TOOELE COUNTY RECORDER AS ENTRY NO. 93860; THENCE NORTH 89°44'49" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 69.69 FEET; THENCE SOUTH 00°00'15" WEST ALONG THE EAST LINE OF BLOCK 75, PLAT OF TOOELE CITY, ON FILE WITH THE OFFICE OF THE TOOELE COUNTY RECORDER AS FILE NO. 4615 (ALSO BEING THE WEST RIGHT-OF-WAY LINE OF 300 WEST STREET), A DISTANCE OF 394.16 FEET TO THE SOUTHWEST CORNER OF BLOCK 75; THENCE SOUTH 89°59'54" WEST ALONG THE SOUTH LINE OF BLOCKS 75, 76, AND 77 (ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF 600 NORTH STREET) A DISTANCE OF 1086.44 FEET TO THE SOUTHWEST CORNER OF BLOCK 77; THENCE NORTH 00°04'43" EAST ALONG THE WEST LINE OF BLOCK 77 A DISTANCE OF 391.79 FEET TO THE POINT OF BEGINNING.

CONTAINS 426,763 SQUARE FEET
9.797 ACRES, MORE OR LESS
47 LOTS

NORTHWEST CORNER OF SECTION 21,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
(FOUND BRASS CAP MONUMENT)

VICINITY MAP

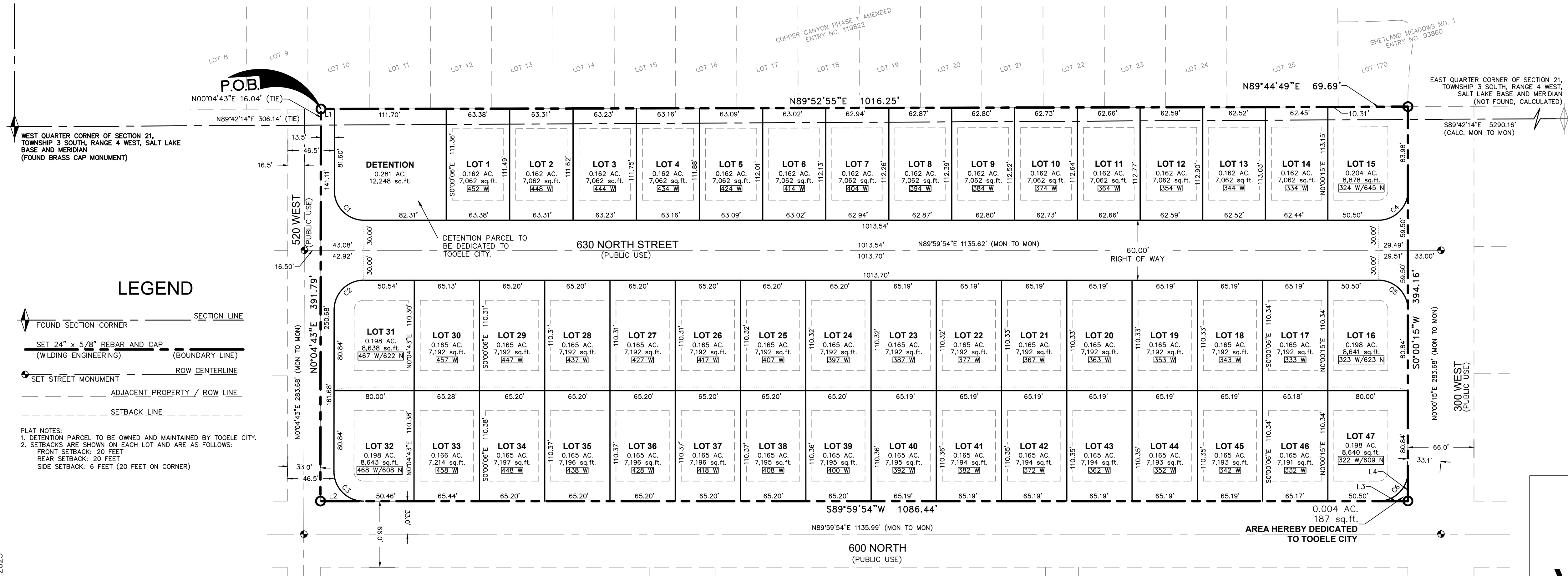
SCALE: 1" = 100'
TOOELE, UTAH



Scale 1" = 60 ft

Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	46.38'	29.50'	90°04'49"	S44°57'41"E	41.75'
C2	46.30'	29.50'	89°55'11"	S45°02'19"W	41.69'
C3	46.38'	29.50'	90°04'49"	S44°57'41"E	41.75'
C4	46.34'	29.50'	89°59'39"	N45°00'05"E	41.72'
C5	46.34'	29.50'	90°00'21"	N44°59'55"W	41.72'
C6	46.34'	29.50'	89°59'40"	N45°00'05"E	41.72'

Line #	Length	Direction
L1	13.50'	N89°52'55"E
L2	43.04'	S89°59'54"W
L3	29.50'	S89°59'54"W
L4	29.50'	S00°00'15"W



LEGEND

- FOUND SECTION CORNER — SECTION LINE
- SET 24" x 5/8" REBAR AND CAP (WILDING ENGINEERING) — (BOUNDARY LINE)
- SET STREET MONUMENT — ROW CENTERLINE
- ADJACENT PROPERTY / ROW LINE
- SETBACK LINE

PLAT NOTES:
1. DETENTION PARCEL TO BE OWNED AND MAINTAINED BY TOOELE CITY.
2. SETBACKS ARE SHOWN ON EACH LOT AND ARE AS FOLLOWS:
FRONT SETBACK: 20 FEET
REAR SETBACK: 20 FEET
SIDE SETBACK: 6 FEET (20 FEET ON CORNER)



ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.

2. PURSUANT TO UTAH CODE ANN. § 17-27 a-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:

- (1) A RECORDED EASEMENT OR RIGHT-OF-WAY
- (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
- (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
- (4) ANY OTHER PROVISION OF LAW.

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

ROCKY MOUNTAIN POWER

BY _____

TITLE _____

COMCAST

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY COMCAST CABLE

COMCAST

CHIEF OF POLICE

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY CHIEF OF POLICE.

TOOELE CITY CHIEF OF POLICE

CENTURY LINK

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY CENTURY LINK

CENTURY LINK

FIRE CHIEF

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY FIRE DEPARTMENT.

TOOELE CITY FIRE CHIEF

POST MASTER

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE POST MASTER.

POST MASTER

PARKS DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY PARKS DEPARTMENT.

TOOELE CITY PARKS DEPARTMENT

SCHOOL DISTRICT

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY SCHOOL DISTRICT.

TOOELE COUNTY SCHOOL DISTRICT

HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY HEALTH DEPARTMENT.

TOOELE COUNTY HEALTH DEPARTMENT

DOMINION ENERGY

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

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

DOMINION ENERGY COMPANY

BY _____

TITLE _____

OWNER/DEVELOPER

LOVELL DEVELOPMENT GROUP, LLC
13697 S 3825 W
RIVERTON, UTAH 84065
CONTACT: BRETT LOVELL
801-706-4693

CITY ATTORNEY

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____

TOOELE CITY ATTORNEY

CITY ENGINEER

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____

TOOELE CITY ENGINEER

COMMUNITY DEVELOPMENT

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____

TOOELE CITY COMMUNITY DEVELOPMENT

COUNTY RECORDER

REVIEWED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY RECORDER AS TO DESCRIPTION OF RECORD.

TOOELE COUNTY RECORDER

CITY COUNCIL

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY COUNCIL.

CHAIRMAN TOOELE CITY COUNCIL

PLANNING COMMISSION

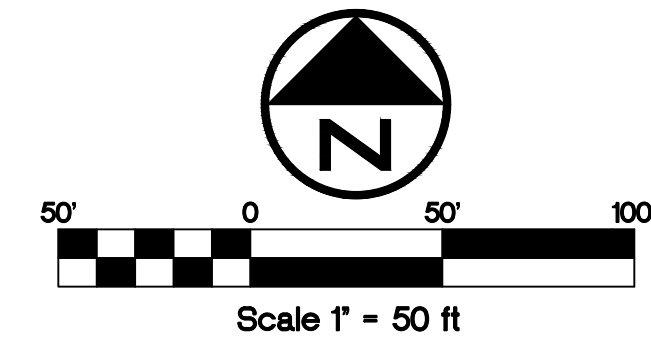
APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY PLANNING COMMISSION.

ATTEST: _____

G:\DATA\21392 Lovell 600N Tooele\21392 Prelim Plat.dwg
PLOT DATE: Jun 30, 2023

VISTA MEADOWS SUBDIVISION

OVERALL SITE PLAN



WILDING
ENGINEERING

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

DRAWING NOTES:



LEGEND

- PROPOSED FIRE HYDRANT
- PROPOSED STREET LIGHT

NO.	REVISION	DATE

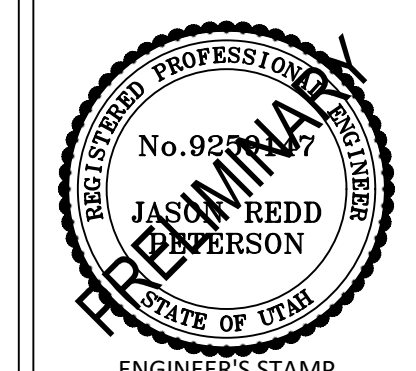
PROJECT INFORMATION

**VISTA MEADOWS
SUBDIVISION**

OVERALL SITE PLAN

TOOELE CITY, UTAH

DRAWN SWR	CHECKED JRP	PROJECT # 21392
DATE 1/30/23		SCALE 1" = 50'
SHEET C201		ENGINEER'S STAMP



Know what's below. 811

Call 811 before you dig.

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

C:\Users\jpeterson\AppData\Local\Temp\AcPublish_14168\21392_Overall.dwg
PLOT DATE: Jan 30, 2023

STAFF REPORT

April 21, 2022

To: Tooele City Planning Commission
Business Date: April 27, 2022

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Hunter Minor Subdivision – Minor Subdivision Request

Application No.: P21-1252
Applicant: Kathy Curtis
Project Location: 240 West Utah Avenue
Zoning: R1-7 Residential Zone
Acreage: .82 Acres (Approximately 35,879 ft²)
Request: Request for approval of a Minor Subdivision in the R1-7 Residential zone regarding the creation of three single-family residential lots.

BACKGROUND

This application is a request for approval of a Minor Subdivision for approximately .82 acres located at 240 West Utah Avenue. The property is currently zoned R1-7 Residential. The applicant is requesting that a Minor Subdivision be approved to divide the existing lot into three single-family residential lots.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Medium Density Residential land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately five dwelling units per acre. The R1-7 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Medium Density Residential land use designation. All properties surrounding the subject property are zoned R1-7 Residential and utilized as single-family residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Subdivision Layout. The property is a .82 acre parcel that has double frontages. The longer frontage is 230 North Street with the shorter frontage being Utah Avenue. The property currently has an existing home that fronts and accesses Utah Avenue along with many existing sheds and agriculture related accessory buildings.

The applicant plans to split the parcel into three single-family residential lots. Lot 3 will maintain the existing home as well as an existing carport and the home will still continue to access Utah Avenue. There is an existing shed on the property that will be too close to the new property line, that shed will be removed thus eliminating the issue. Lot 3 maintains 7,242 square feet, more than the minimum requirement of 7,000 square feet and with the removal of the shed, no new non-conformities will be created in regards to the home or existing detached accessory structures on lot 3.

Lot 1 will maintained 12,032 square feet and is a simple rectangle with frontage and access to 230 North Street. Lot 2 is the largest of the three lots with 16,605 square feet including a jog to the east behind lot 1.

There are existing sheds and shipping containers on lot 2 that will be removed.

The subdivision as proposed meets or exceeds all minimum requirements of the R1-7 Residential zoning district for lot sizes, lot widths and lot frontages. The subdivision does not result in any new non-conformities in regards to existing buildings on the site and new property line locations.

There is no need of dedication of right-of-way and frontage improvements such as curb, gutter and sidewalk for 230 North and Utah Avenue have already been installed.

Criteria For Approval. The criteria for review and potential approval of a Minor Subdivision request is found in Section 7-19-35 of the Tooele City Code.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Minor Subdivision submission and has issued a recommendation for approval for the request.

Engineering Review & Public Works. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Minor Subdivision submission and have issued a recommendation for approval for the request.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Minor Subdivision by Kathy Curtis, application number P21-1252, subject to the following conditions:

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

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.
6. The subdivision as proposed meets or exceeds all minimum requirements of the R1-7 Residential zoning district for lot sizes, lot widths and lot frontages.
7. The subdivision does not result in any new non-conformities in regards to existing

buildings on the site and new property line locations.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Hunter Minor Subdivision Minor Subdivision Request by Kathy Curtis, for the purpose of subdividing .82 acres located at 240 W Utah Avenue into three residential lots, application number P21-1252, based on the findings and subject to the conditions listed in the Staff Report dated April 21, 2022:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Hunter Minor Subdivision Minor Subdivision Request by Kathy Curtis, for the purpose of subdividing .82 acres located at 240 W Utah Avenue into three residential lots, application number P21-1252, based on the following findings:”

1. List findings...

EXHIBIT A

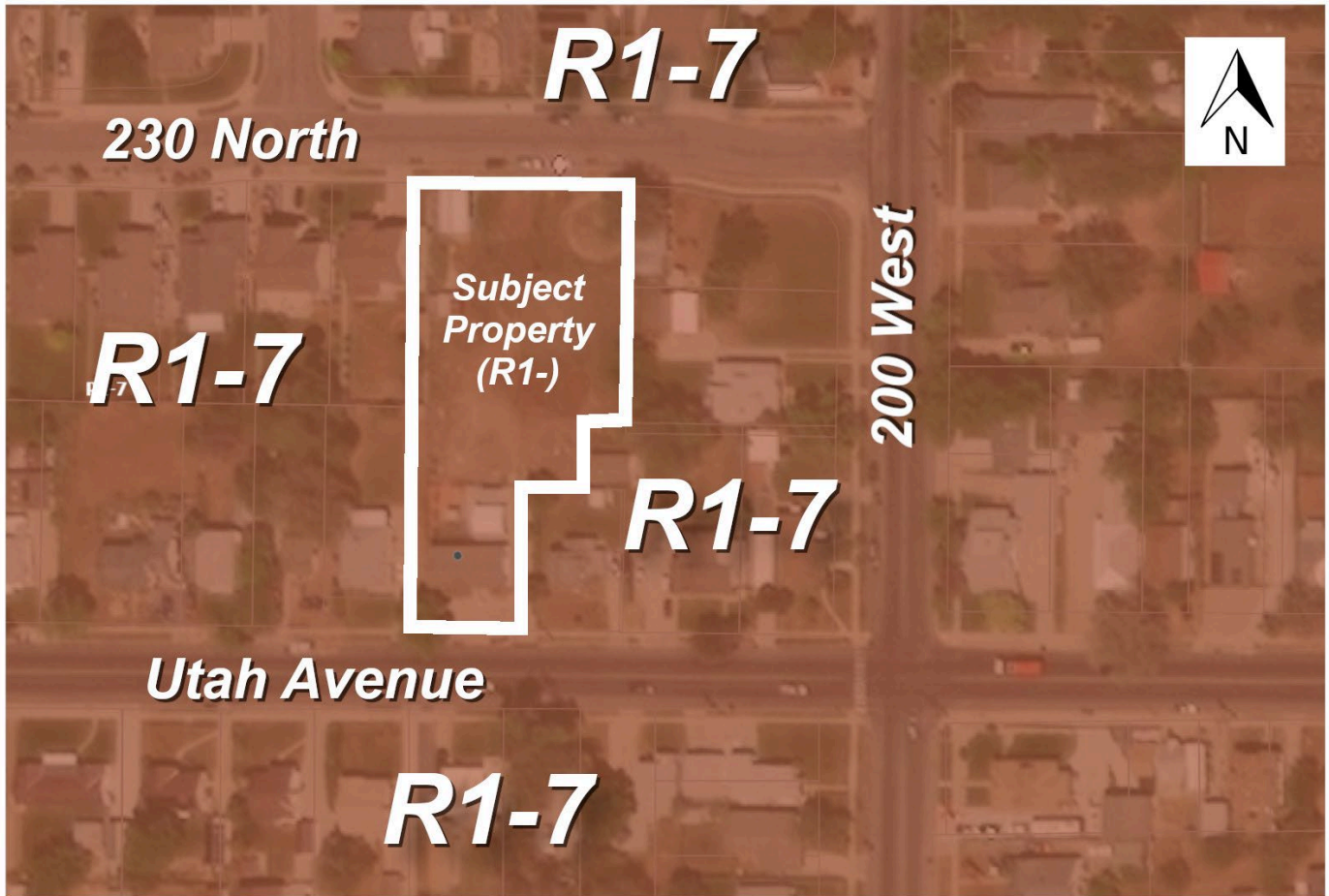
**MAPPING PERTINENT TO THE HUNTER MINOR SUBDIVISION MINOR
SUBDIVISION**

Hunter Minor Subdivision



Aerial View

Hunter Minor Subdivision



Current Zoning

EXHIBIT B

PROPOSED DEVELOPMENT PLANS

Minor Subdivision Application
 Community Development Department
 90 North Main Street, Tooele, UT 84074
 (435) 843-2132 Fax (435) 843-2139
www.tooelecity.org

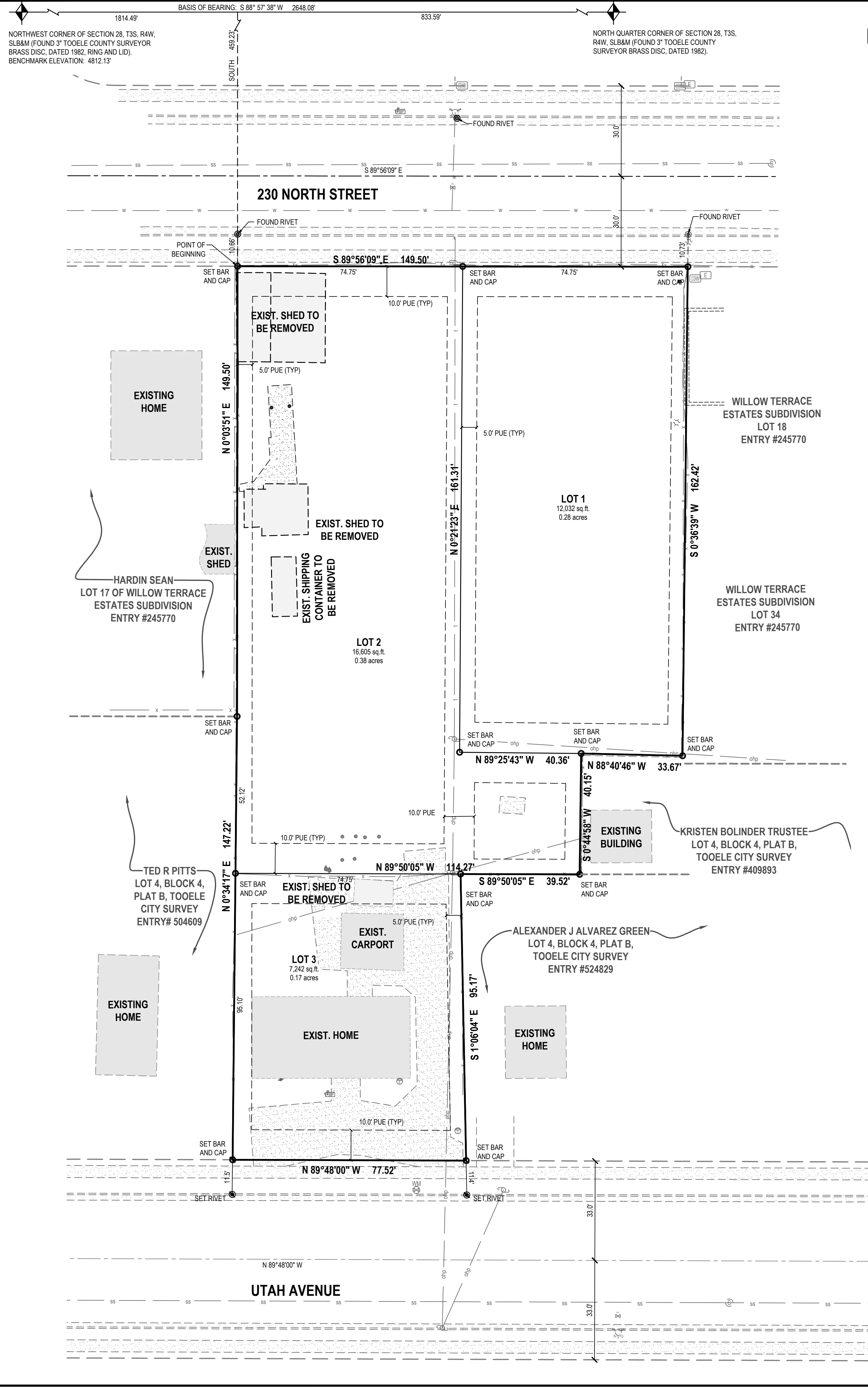


Notice: The applicant must submit copies of the plat and plans to be reviewed by the City in accordance with the terms of the Tooele City Code. Once a set of plat and plans are submitted, the plat and plans are subject to compliance reviews by the various city departments and may be returned to the applicant for revision if the plat and plans are found to be inconsistent with the requirements of the City Code and all other applicable City ordinances. All submitted plat and plan proposals shall be reviewed in accordance with the Tooele City Code. Submission of final plat and plans in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all plans be submitted well in advance of any anticipated deadlines.

Project Information					P19-405	
Date of Submission: 5/30/19	Submittal #: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	Zone:	Acres:	Parcel #(s): 02-086-0-0048		
Project Name: Hunter Minor Subdivision						
Project Address: 240 W. Utah Ave						
Project Description: Parcel Split				Phases: 1	Lots: 3	
Property Owner(s): Kathryn Hunter			Applicant(s): same as owner			
Address: 240 W. Utah Ave			Address:			
City: Tooele	State: UT	Zip: 84074	City:	State:	Zip:	
Phone: 435-849-2793	Email: koffer.hunter@gmail.com		Phone:	Email:		
Contact Person: Same as above			Address:			
Phone:			City:	State:	Zip:	
Cellular:		Fax:	Email:			
Engineer & Company: Ensign Engineering			Surveyor & Company: Ensign Engineering			
Address: 1109 N. Main #1			Address: 1109 N. Main #1			
City: Tooele	State: UT	Zip: 84074	City: Tooele	State: UT	Zip: 84074	
Phone: 435-843-3590	Email:		Phone: 435-843-3590	Email:		

*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in *Utah Code Ann.* § 63-2-302.5, please inform the city employee accepting this information. Tooele City does not currently share your private, controlled or protected information with any other person or government entity.

For Office Use Only					
Land Use Review:	Date:	Water Superintendent Review:	Date:	City Engineer Review:	Date:
Planning Review:	Date:	Reclamation Superintendent Review:	Date:	Director Review:	Date:
Fire Flow Test					
Location:		Residual Pressure:	Flow (gpm):	Min. Required Flow (gpm):	
Performed By:		Date Performed:	Corrections Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Comments Returned:	Date: <input type="checkbox"/> Yes <input type="checkbox"/> No



PRELIMINARY PLAT
HUNTER MINOR SUBDIVISION
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 28,
 TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE
 AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

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

BENCHMARK
 NORTHWEST QUARTER OF SECTION 28,
 TOWNSHIP 3 SOUTH, RANGE 4 WEST, SLB&M,
 TOOELE CITY, TOOELE COUNTY, UTAH.
 ELEV = 4812.13'

PLANNING COMMISSION
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY PLANNING COMMISSION.

CHAIRMAN TOOELE CITY PLANNING COMMISSION

CHIEF OF POLICE
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY CHIEF OF POLICE.

TOOELE CITY CHIEF OF POLICE

PARKS DEPARTMENT
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY PARKS DEPARTMENT.

TOOELE CITY PARKS DEPARTMENT

COUNTY HEALTH DEPARTMENT
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE COUNTY HEALTH DEPARTMENT.

TOOELE COUNTY HEALTH DEPARTMENT

FIRE CHIEF
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY FIRE DEPARTMENT.

TOOELE CITY FIRE CHIEF

CENTURY LINK
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE CENTURY LINK.

CENTURY LINK

COUNTY RECORDER
 REVIEWED THIS _____ DAY OF _____, 20____
 BY THE TOOELE COUNTY RECORDER AS TO DESCRIPTION OF RECORD.

TOOELE COUNTY RECORDER

COMCAST
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE COMCAST CABLE.

COMCAST

POST MASTER
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE POST MASTER.

POST MASTER

CITY ATTORNEY
 APPROVED AS TO FORM THIS _____ DAY OF _____, 20____

TOOELE CITY ATTORNEY

SCHOOL DISTRICT
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE COUNTY SCHOOL DISTRICT.

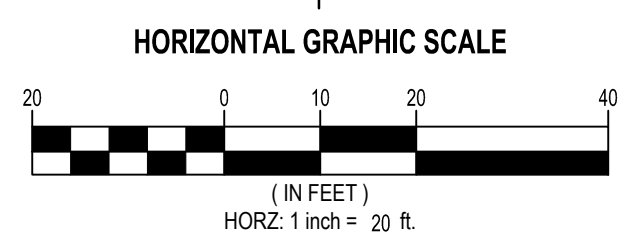
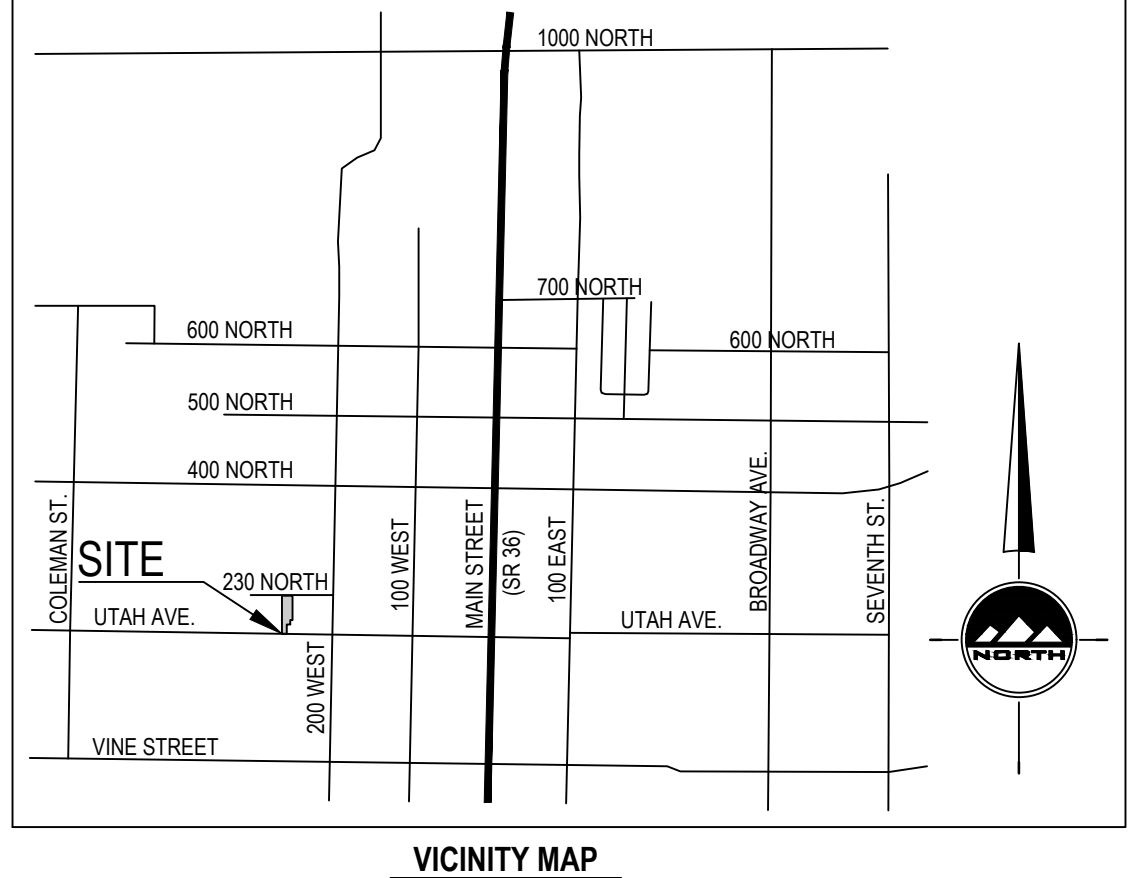
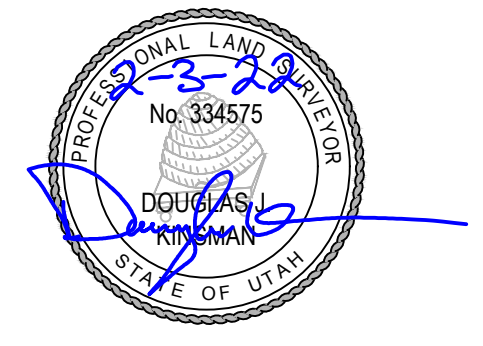
TOOELE COUNTY SCHOOL DISTRICT

SURVEYOR'S CERTIFICATE
 I, Douglas J. Kinsman, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 334575 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as HUNTER MINOR SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area re-requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION
 A parcel of land, situate in the Northwest Quarter of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:
 Beginning at the Northeast corner of Lot 17 of the 'Willow Terrace Estates Subdivision', as recorded August 25, 2005, under Entry no. 245770, in the Tooele County Recorder's office, which is located South 88°57'38" West 833.59 feet along the Section line, and South 459.23 feet from the North Quarter Corner of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:
 thence South 89°56'09" East 149.50 feet along the South line of 230 North Street;
 thence South 0°36'39" West 162.42 feet along an existing, long-standing fence line;
 thence North 88°40'46" West 33.67 feet along an existing, long-standing fence line;
 thence South 0°44'58" West 40.15 feet along an existing, long-standing fence line;
 thence North 89°50'05" West 39.52 feet along an existing, long-standing fence line;
 thence South 1°06'04" East 95.17 feet along an existing, long-standing fence line, and the extension thereof, to the North line of Utah Avenue;
 thence North 89°48'00" West 77.52 feet, along said North line;
 thence North 0°34'17" East 147.22 feet, along an existing, long-standing fence line, to the Southeast corner of said Lot 17;
 thence North 0°35'11" East 149.50 feet along the East line of said Lot 17, to the Point of Beginning.

Parcel contains: 35,879 square feet, or 0.82 acres.

FEBRUARY 3, 2022
 Date
 Douglas J. Kinsman
 License no. 334575



NOTE:
 1. SETTLEMENT CANYON IRRIGATION WILL BE PROVIDED BY OWNER
 2. 8" X 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED 'ENSIGN ENG. & LAND SURV.'

- LEGEND**
- SECTION CORNER
 - EXISTING STREET MONUMENT
 - PROPOSED STREET MONUMENT
 - SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED 'ENSIGN ENG. & LAND SURV.'
 - PUE
 - PLUDE = PUBLIC UTILITY EASEMENT
 - BOUNDARY LINE
 - CENTER LINE
 - EASEMENTS

DEVELOPER
KATHY HUNTER
 240 WEST UTAH AVE.
 TOOELE, UT 84074
 KATHY HUNTER
 435-849-2793

COMMUNITY DEVELOPMENT
 APPROVED AS TO FORM ON THIS _____ DAY OF _____, 20____
 A.D. 20____

TOOELE CITY COMMUNITY DEVELOPMENT

CITY ENGINEER
 APPROVED AS TO FORM THIS _____ DAY OF _____, 20____

TOOELE CITY ENGINEER

ROCKY MOUNTAIN POWER COMPANY
 1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
 2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 (1) A RECORDED EASEMENT OR RIGHT-OF-WAY
 (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 (3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
 (4) ANY OTHER PROVISION OF LAW.

APPROVED THIS _____ DAY OF _____, 20____

ROCKY MOUNTAIN POWER
 BY _____
 TITLE _____

CITY COUNCIL
 APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY COUNCIL.

ATTEST: CITY RECORDER

DOMINION ENERGY
 DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

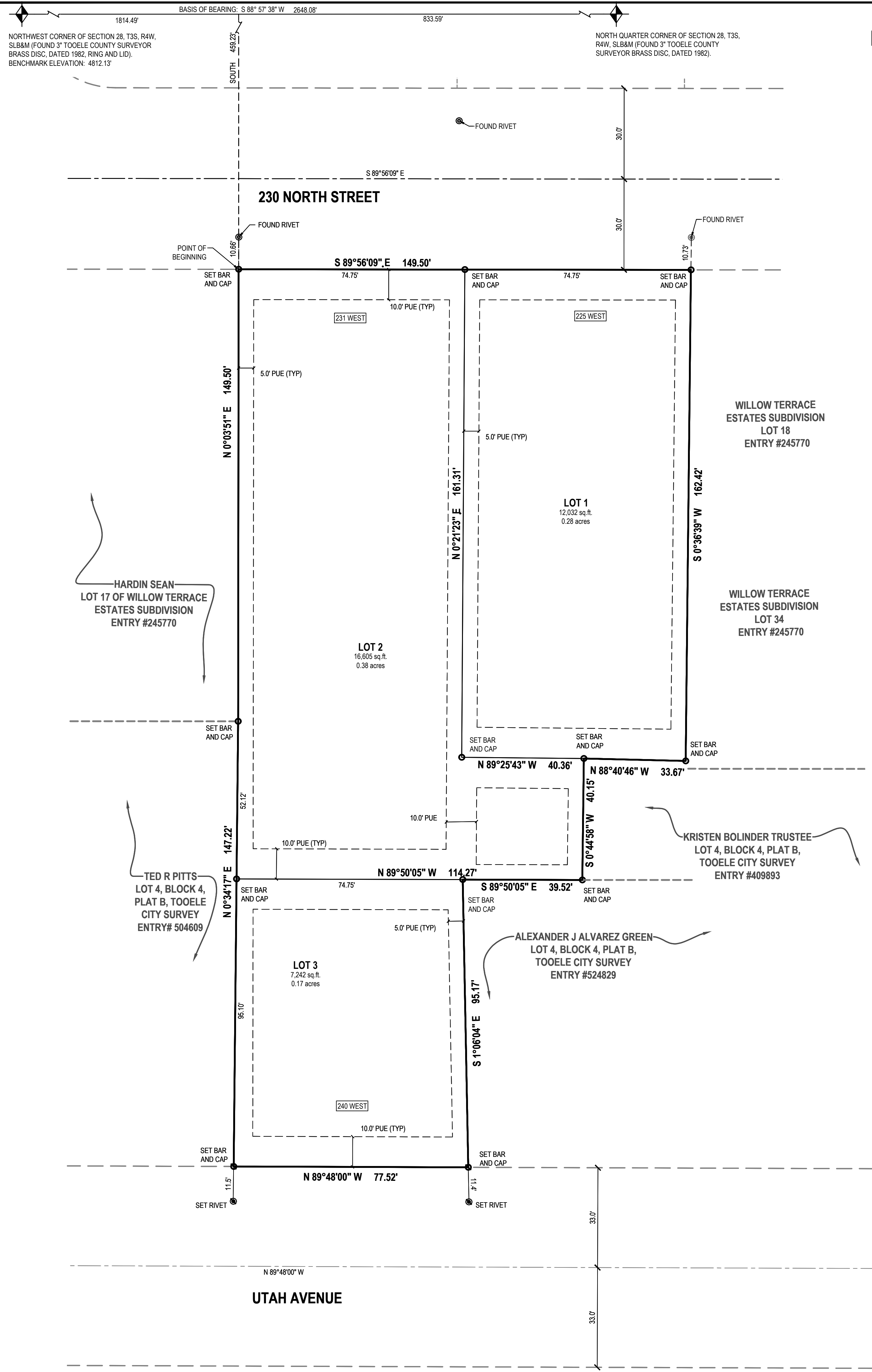
APPROVED THIS _____ DAY OF _____, 20____ BY _____
 TITLE _____

DOMINION ENERGY

PRELIMINARY PLAT
HUNTER MINOR SUBDIVISION
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 28,
 TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE
 AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

ENSIGN
 SALT LAKE CITY
 Phone: 303.200.0504
 LAYTON
 Phone: 303.947.1100
 CEDAR CITY
 Phone: 435.865.1453
 RICHFIELD
 Phone: 435.896.2863
 WWW.ENSIGNENG.COM

SHEET 1 OF 1
 PROJECT NUMBER: T1504B
 MANAGER: D. KINSMAN
 DRAWN BY: BR. MORRIS
 CHECKED BY: D. KINSMAN
 DATE: 2022-02-03



FINAL PLAT HUNTER MINOR SUBDIVISION

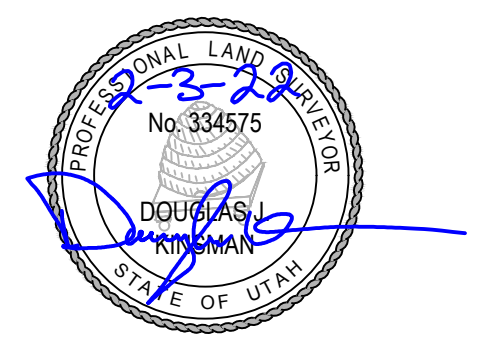
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE
AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH



SURVEYOR'S CERTIFICATE
I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 334575, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots, together with easements, hereafter to be known as HUNTER MINOR SUBDIVISION, and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION
A parcel of land, situate in the Northwest Quarter of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:
Beginning at the Northeast corner of Lot 17 of the "Willow Terrace Estates Subdivision", as recorded August 26, 2005, under Entry no. 245770, in the Tooele County Recorder's office, which is located South 88°57'38" West 833.59 feet along the Section line, and South 459.23 feet from the North Quarter Corner of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:
thence South 89°56'09" East 149.50 feet along the South line of 230 North Street;
thence South 0°35'39" West 162.42 feet along an existing, long-standing fence line;
thence North 88°40'46" West 33.67 feet along an existing, long-standing fence line;
thence South 0°44'58" West 40.15 feet along an existing, long-standing fence line;
thence North 89°50'05" West 39.52 feet along an existing, long-standing fence line;
thence South 1°06'04" East 95.17 feet along an existing, long-standing fence line, and the extension thereof, to the North line of Utah Avenue;
thence North 89°48'00" West 77.52 feet, along said North line;
thence North 0°34'17" East 147.22 feet, along an existing, long-standing fence line, to the Southeast corner of said Lot 17;
thence North 0°03'51" East 149.50 feet along the East line of said Lot 17, to the Point of Beginning.

Parcel contains: 35,679 square feet, or 0.82 acres.
FEBRUARY 3, 2022
Date
Douglas J. Kinsman
License no. 334575



NOTE:
1. SETTLEMENT CANYON IRRIGATION WILL BE PROVIDED BY OWNER
2. 2" X 24" REBAR AND CAP TO BE SET AT ALL LOT CORNERS.

COUNTY SURVEY DEPARTMENT APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BY THE TOOELE COUNTY SURVEY DEPARTMENT.
RECORD OF SURVEY FILE # 2019-0042-01

TOOELE COUNTY SURVEY DIRECTOR

COUNTY TREASURER APPROVAL
APPROVED AS TO FORM THIS _____ DAY OF _____, 20____
BY THE TOOELE COUNTY TREASURER.

TOOELE COUNTY TREASURER

PLANNING COMMISSION APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BY THE TOOELE CITY PLANNING COMMISSION.

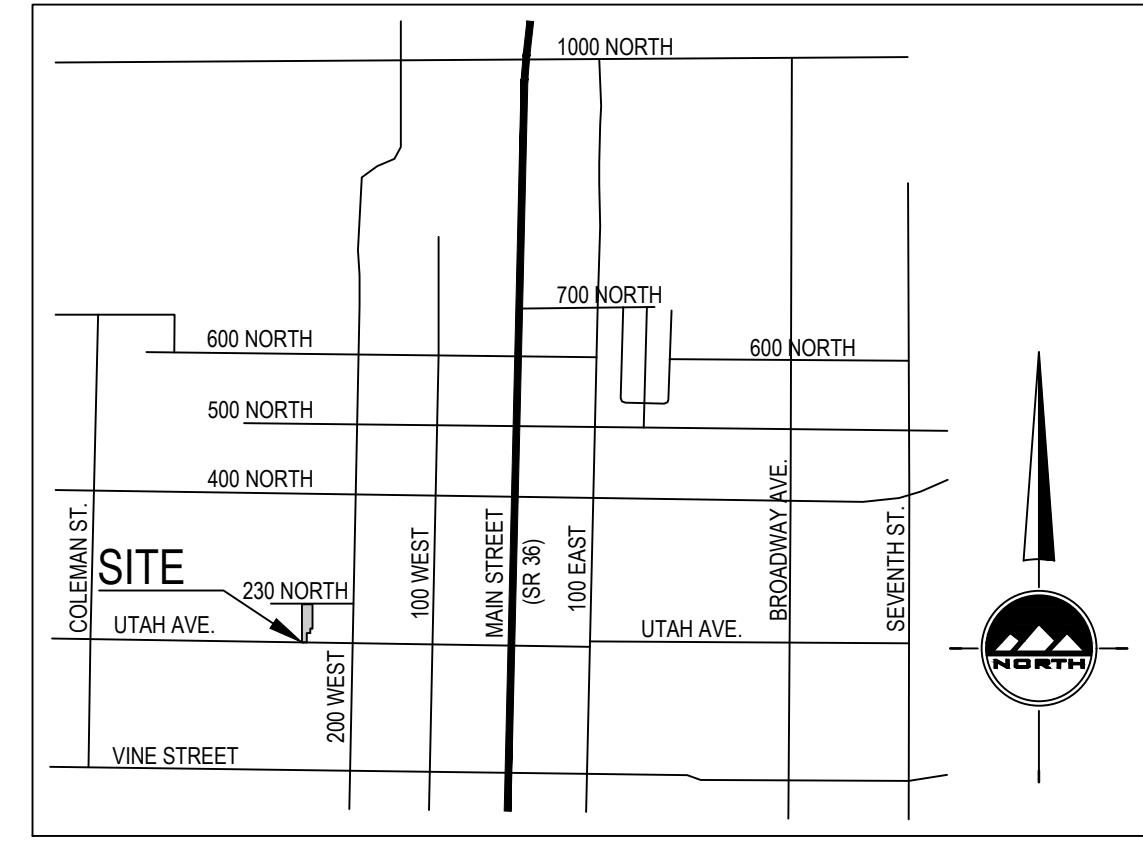
CHAIRMAN TOOELE CITY PLANNING COMMISSION

COUNTY HEALTH DEPARTMENT
APPROVED THIS _____ DAY OF _____, 20____
BY THE TOOELE COUNTY HEALTH DEPARTMENT.

TOOELE COUNTY HEALTH DEPARTMENT

CITY ATTORNEY
APPROVED AS TO FORM THIS _____ DAY OF _____, 20____

TOOELE CITY ATTORNEY



DOMINION ENERGY
DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.
APPROVED THIS _____ DAY OF _____, 20____ BY _____
DOMINION ENERGY TITLE - _____

COMMUNITY DEVELOPMENT
APPROVED AS TO FORM ON THIS _____ DAY OF _____, A.D. 20____

TOOELE CITY COMMUNITY DEVELOPMENT

CITY ENGINEER
APPROVED AS TO FORM THIS _____ DAY OF _____, 20____

TOOELE CITY ENGINEER

ROCKY MOUNTAIN POWER COMPANY
1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(C)(U) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
(4) ANY OTHER PROVISION OF LAW.
APPROVED THIS _____ DAY OF _____, 20____

ROCKY MOUNTAIN POWER
BY - _____
TITLE - _____

CITY COUNCIL
APPROVED THIS _____ DAY OF _____, 20____, BY THE TOOELE CITY COUNCIL.

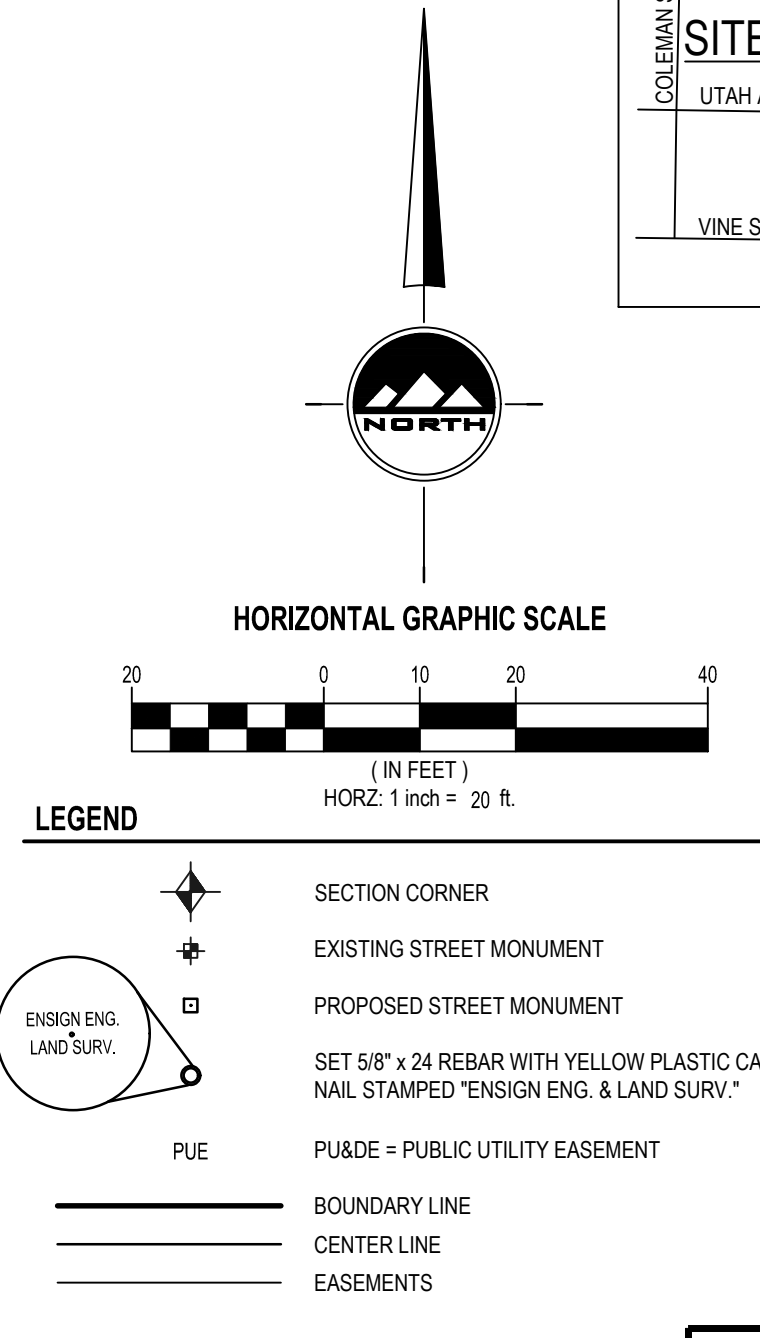
ATTEST: CITY RECORDER

**FINAL PLAT
HUNTER MINOR SUBDIVISION**
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE
AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

ENSIGN
TOOELE: 169 North Main Street Unit 1, Tooele, Utah 84074, Phone: 435.843.3590, Fax: 435.578.0108, WWW.ENSIGNENG.COM
SALT LAKE CITY: Phone: 801.265.0329
LAYTON: Phone: 801.547.1100
CEDAR CITY: Phone: 435.865.6533
RICHFIELD: Phone: 435.886.2983

SHEET 1 OF 1
PROJECT NUMBER: T1504B
MANAGER: D. KINSMAN
DRAWN BY: BR. MORRIS
CHECKED BY: D. KINSMAN
DATE: 2022-02-03

TOOELE COUNTY RECORDER
RECORDED # _____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
REQUEST OF: _____
DATE: _____ TIME: _____
FEE \$ _____ TOOELE COUNTY RECORDER



DEVELOPER
KATHY HUNTER
240 WEST UTAH AVE.
TOOELE, UT 84074
KATHY HUNTER
435-849-2793

TOOELE CITY CORPORATION

ORDINANCE 2023-13

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 10-3-31 REGARDING SERVICE OF NOTICE OF PARKING VIOLATIONS.

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah’s charter cities, including Tooele City, “the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law”; and,

WHEREAS, Utah Code Section 10-8-84 enables Tooele City to “pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city”; and,

WHEREAS, Tooele City Code Chapter 10-3 regulates parking on public rights-of-way, provides for civil penalties for parking violations, and requires service of notice of parking violations, defining “receipt of notice” to include (a) affixing notice to the violating vehicle, and (b) delivering notice in person to the vehicle owner; and,

WHEREAS, with regard to notices of violation for snow event parking violations, accumulated snow and ice on vehicles can make affixing notice to vehicles impractical, and personal notice is often unsuccessful due to no one being home, leaving a notice incapable of being served despite the violation; and,

WHEREAS, the Police Chief and City Administration suggest that other avenues of service of notice be permitted, including (c) affixing notice at the dwelling or business at the vehicle’s registered address, and (d) delivering notice by U.S. mail to the dwelling or business at the vehicle’s registered address; and,

WHEREAS, a vehicle’s registered address is provided by the vehicle’s registered owner to the State of Utah, and is required by State regulations to be current—that address, therefore, should be deemed a reliable address for service of the notice of violation; and,

WHEREAS, the City Finance Department mails a letter to the vehicle’s registered owner at the registered address stating the fact of the notice of violation having been issued, and providing payment and appeal information; and,

WHEREAS, the City Attorney has prepared Exhibit A indicating the four proposed methods of serving notice of parking violations; and,

WHEREAS, the proposed methods of service of notice protect due process and fairness and are consistent with administrative due process:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 10-3-31 is hereby amended as shown in Exhibit A.

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

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

Exhibit A

Proposed Amended TCC Section 10-3-31

(1) the vehicle obstructs the normal and safe movement of vehicular, bicycle, or pedestrian traffic;

(2) the vehicle obstructs the normal and safe movement of authorized emergency vehicles and City service vehicles, including snow plows, in the performance of official duties;

(3) the vehicle otherwise creates a risk of danger to persons or damage to property; and,

(4) the vehicle is abandoned or displays common indicia of abandonment.

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

10-3-31. Violations - Penalties.

(1) A violation of any provision of this Chapter shall be a civil offense.

(2) Any person violating any provision of this Chapter shall be liable for a \$50 civil penalty for each violation. Any penalty assessed under this Chapter may be in addition to such other penalties as may be provided in this Title.

(3) Any penalty that is not paid within 15 calendar days from the date of receipt of notice shall be increased to \$100.

(4) As used in this Chapter, "receipt of notice" means **any of the following:**

(a) ~~the affixing of~~ a notice to the vehicle alleged to have been in violation;

(b) **affixing a notice in a conspicuous place at the vehicle owner's address as indicated on vehicle registration records;**~~or~~

(c) ~~by delivering of~~ a notice to the owner or driver of the vehicle in violation;

(d) **delivering a notice by U.S. mail to the vehicle owner's address as indicated on vehicle registration records. Deliveries by U.S. mail are presumed received three days after posting.**

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

10-3-32. Parking Violations - Appeal Procedure.

Appeal of civil penalties imposed under this Chapter shall be to the Administrative Hearing Officer under Chapter 1-28 of this Code.

(Ord. 2019-11, 04-17-2019) (Ord. 2013-07, 04-17-2013)

(Ord. 2006-02, 01-04-2006) (Ord. 1990-08, 06-14-1990)

10-3-33. Using Parking Lots and Vacant Lots to Display Used Vehicles for Sale.

It shall be unlawful for the owner of a vehicle or boat, or for any other person, to park, cause to be parked, or allow to be parked the vehicle or boat on a vacant lot or parking lot owned by another person for the purpose of displaying the vehicle or boat for sale unless the owner or lessee of the property on which it is parked has given authorization for the vehicle or boat to be so parked.

(Ord. 2019-11, 04-17-2019) (Ord. 1994-29, 07-06-1994)

TOOELE CITY CORPORATION

RESOLUTION 2023-20

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH TOOELE COUNTY FOR DISPATCH SERVICES FOR FISCAL YEAR 2023-2024.

WHEREAS, the Tooele County Sheriff provides dispatch services for the Tooele City Police Department; and,

WHEREAS, Tooele County and Tooele City desire to enter into a contract for Tooele City Fiscal Year 2023-2024 defining their respective obligations in relation to dispatch services; and,

WHEREAS, the proposed Dispatch Service Agreement is attached as Exhibit A; and,

WHEREAS, local dispatch services are critical to the safety of Tooele City peace officers and the efficiency of local law enforcement operations; and,

WHEREAS, the City Administration recommends that the Dispatch Service Agreement for Tooele City fiscal year 2023-2024 is in the best interest of Tooele City and serves the general public safety and welfare as well as the safety and welfare of Tooele City peace officers:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the fiscal year 2023-2024 Dispatch Service Agreement attached hereto as Exhibit A is hereby approved, and that the Mayor is hereby authorized to sign the same.

This Resolution shall take effect immediately upon passage, by authority of the Tooele City Charter, without further publication.

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

Dispatch Service Agreement

Dispatch Service Agreement

Tooele County – Tooele City

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of July 2023, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as “County”), and Tooele City, (hereinafter referred to as “City”).

2. PURPOSE: This agreement is for the purpose of Tooele County providing radio dispatch services to Tooele City.

IN CONSIDERATION of the following mutual promises, terms and conditions, the parties agree as follows:

3. DISPATCH SERVICES: The County agrees to provide to the City the following radio dispatch services during the term of this agreement at an adequate level and in a timely fashion:

- a. Receive and prioritize 911 emergency and non-emergency telephone answering and radio dispatch service for the City 24 hours a day 7 days a week. Handle outbound telephone calls for officers when appropriate.
- b. Ensure officer safety by adequate security checks of on-duty officers.
- c. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
- d. Provide fire dispatch services.
- e. Provide Spillman Flex interface system technology analyst support.
- f. Conduct monthly area wide communication meetings.
- g. Run Utah Criminal Justice Information System database checks.
- h. Provide clearing house for NCIC entries including modifications and clears.
- i. Oversee county-wide wrecker rotation.

4. CONSIDERATION: In consideration of the County providing the dispatch services specified herein from July 1, 2023, through June 30, 2024, the City agrees to pay the County the sum of \$331,368.00. Said fees shall be paid to Tooele County on a quarterly basis and shall be paid without the necessity of being billed by the County. Said payments shall be made within fifteen (15) days following the end of each quarter. The basis and method of computation of said amount is attached hereto as Exhibit “A” which by reference is made a part hereof. The County may at the end of each calendar year, adjust the fee it charges the City for dispatch services under this agreement.

5. BUDGET NOTICE: The County agrees to notify the City by January 31st of the previous year data, as requested. The county agrees to provide the agreement and fee allocation to the City no later than March 31st of each year.

6. CONTRACT TERM: This agreement shall take effect on July 1, 2023, and shall terminate on June 30, 2024, unless terminated sooner according to the terms and conditions of this agreement.

7. INADEQUATE SERVICE: If the City determines that it has received inadequate dispatch services under this agreement, the Police Chief shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the City within fifteen (15) days, the original report, together with a supplemental report indicating the current status of the problem shall be forwarded to the Tooele County Council for review.

8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or conditions thereof and provided the non-breaching party gives written notice to the breaching party to remedy said default if the said default is not cured within thirty (30) days after receipt of said notice. This agreement may also be terminated by either party for any reason upon ninety (90) days written notice. Failure to sign and return this agreement by August 31, 2023, shall be considered notice of termination and services will be discontinued.

9. LIABILITY: It is mutually agreed that each party shall be responsible for, and shall indemnify the other party for, the negligent acts of their own representatives and employees.

10. WAIVER OF JURY TRIAL: The parties waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

DATED this 1st day of July 2023

TOOOELE CITY

Debra E. Winn, Mayor

ATTEST:

Michelle Pitt, City Recorder

APPROVED AS TO FORM:

Roger Baker, City Attorney

TOOELE COUNTY

Andy Welch, County Manager
Tooele County Council

ATTEST:

Tracy Shaw
Tooele County Clerk

APPROVED AS TO FORM:

Scott Broadhead
Tooele County Attorney

EXHIBIT A
TOOELE COUNTY DISPATCH FEE ALLOCATION
2023-2024 FEE ASSESSMENTS

Agency	Population Estimates (2020)	BASE FEE	2020 Incident Numbers and Traffic Stops Totals	2021 Incident Numbers and Traffic Stops Totals	2022 Incident Numbers and Traffic Stops Totals	3 YEAR AVERAGE	USAGE FEE	TOTAL
Grantsville PD	12,617	\$20,304	6,569	7,179	8,394	7,381	\$147,435	\$167,740
Stockton PD	621	\$999	895	482	246	541	\$10,807	\$11,806
Tooele PD	35,742	\$57,519	15,479	13,744	11,904	13,709	\$273,849	\$331,368
Tooele County S.O.	16,331	\$26,281	10,109	9,879	7,889	9,292	\$185,622	\$211,904
Fire Warden			177	134	124	145	\$2,897	\$2,897
Ibapah FD			5	17	24	15	\$306	\$306
Ophir FD		\$0	0	0	0	0	\$0	\$0
Terra FD			51	50	54	52	\$1,032	\$1,032
Wendover PD	1,115	\$1,794	2,328	2,509	2,796	2,544	\$50,825	\$52,620
Utah Highway Patrol			8,067	9,085	10,595	9,249	\$184,757	\$184,757
AP&P						0	\$0	\$0
BIA (Ibapah)						0	\$0	\$0
BIA (Skull Valley)						0	\$0	\$0
BLM						0	\$0	\$0
Erda	3,673	\$5,911	1,552	1,574	1,623	1,583	\$31,622	\$37,533
Lake Point	2,599	\$4,183	1,193	1,202	1,501	1,299	\$25,942	\$30,125
North Tooele FD			1,048	1,213	1,266	1,176	\$23,485	\$23,485
Mountain West Ambulance			4,974	5,669	5,579	5,407	\$108,016	\$108,016
Wendover Ambulance			280	344	327	317	\$6,332	\$6,332
	72,698	116,992	52,727	53,081	52,322	52,710	\$1,052,928	\$1,169,920

\$19.97587

2023 BUDGET	\$1,997,230.00	Estimated Contracts-\$5,462 Per FTE	
Less: E911 Funds	\$800,000.00	AP&P	\$10,924.00 2
Less: Contracts	\$27,310.00	BIA (Ibapah)	\$5,462.00 1
Net Budget Amount	\$1,169,920.00	BIA (Skull Valley)	\$5,462.00 1
Less: Base Amount	\$116,992.00	BLM	\$5,462.00 1
Allocated Amount	\$1,052,928.00		
3 YEAR AVE	\$52,710.00		
	\$19.98		

TOOELE CITY CORPORATION

RESOLUTION 2023-21

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH NELSON BROTHERS CONSTRUCTION COMPANY FOR THE WATER RECLAMATION FACILITY HEADWORKS PROJECT.

WHEREAS, Tooele City owns and operates the Water Reclamation Facility (“Facility”), which includes a headworks building and equipment; and,

WHEREAS, due to aging infrastructure, it has become necessary to replace the headworks building and equipment for the proper functioning of the Facility as well as for additional future wastewater treatment capacity in order to meet growth demands within the City; and,

WHEREAS, on January 6, 2021, the City Council approved Resolution 2021-01 and an agreement with J-U-B Engineers for general engineering design services regarding maintenance, repair, and upgrade to the Facility, including the headworks building; and,

WHEREAS, the City solicited public bids for the Water Reclamation Facility Headworks Project (“Project”) in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated, as amended; and,

WHEREAS, Nelson Brothers Construction Company (“Nelson”) has submitted a total cost proposal of \$8,484,029 (Eight Million, Four Hundred Eighty-Four Thousand, Twenty-Nine Dollars) for Project, which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration proposes an additive alternate, in the amount of \$123,420 (One Hundred Twenty-Three Thousand, four Hundred Twenty Dollars), which Nelson added to its bid, for a combined low bid of \$8,607,449 (Eight Million, Six Hundred Thousand Seven, Four Hundred Forty-Nine Dollars); and,

WHEREAS, the City Code requires all claims against the City over \$30,000 to be approved by the City Council; and,

WHEREAS, funding for the project will be derived by a combination of general fund revenues, sewer enterprise revenues, and/or sewer impact fees; and,

WHEREAS, the City Administration requests an additional appropriation of \$715,000 (Seven Hundred Fifteen Thousand Dollars) as contingency for change orders for changed conditions and other contingencies which may arise during the Project, as reviewed and approved by the Mayor, creating a total proposed Project budget of \$9,322,449 (Nine Million, Three Hundred Twenty-Two Thousand, Four Hundred Forty-Nine Dollars):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL the City Council hereby approves an agreement (attached as Exhibit B) with Nelson Brothers Construction Company, in the amount \$8,607,449 (Eight Million, Six Hundred Thousand Seven, Four Hundred Forty-Nine Dollars) for the Water Reclamation Facility Headworks Project, and the additional contingency of \$715,000 (Seven Hundred Fifteen Thousand Dollars) is hereby approved, which may be used for changed conditions and other contingencies, as reviewed and approved by the Mayor.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

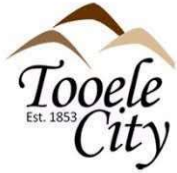
Michelle Y. Pitt, City Recorder

S E A L

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

EXHIBIT A

Bid Tabulation



TOOELE CITY CORPORATION

Water Reclamation Facility Headworks Project

Bid opening March 22, 2023 at 2:00pm

	Name of Bidder	Base Bid Price	Additive Alternate
1	Nelson Brothers Construction Co.	\$ 8,484,029.00	\$ 123,420.00
2	VanCon Inc.	\$ 9,700,000.00	\$ 170,000.00
3	COP Construction, Inc.	\$ 9,886,992.00	\$ 86,930.00

RECOMMENDED PROJECT BUDGET

	Item	Value
1	BASE BID (Nelson Brothers Construction)	\$ 8,484,029
2	ADDITIVE ALTERNATE	\$ 123,420
3	PROJECT CONTINGENCY	\$ 715,000
4	TOTAL PROJECT AMOUNT (NOT TO EXCEED)	\$ 9,322,449

TOOELE CITY CORPORATION
 Water Reclamation Facility Headworks Project
 BID TABULATION



J-U-B ENGINEERS, INC.
 Date: 3/22/2023



BID TABULATION

ITEM	DESCRIPTION	UNIT	QTY	NELSON BROTHERS		VANCON		COP	
				UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE
A	Base Bid Equipment								
A1	Mobilization, PM, OH&P	LS	1	\$ 1,090,000	\$ 7,151,985		\$ 8,378,978		\$ 8,539,399
A2	Civil Site Work, Piping, Utilities	LS	1	\$ 2,025,400	\$ 2,025,400	\$ 750,000	\$ 2,500,000	\$ 750,000	\$ 750,000
A3	Headworks building and equipment	LS	1	\$ 3,360,685	\$ 3,360,685	\$ 4,150,000	\$ 4,150,000	\$ 2,134,450	\$ 2,134,450
A4	Electrical and Controls	LS	1	\$ 675,900	\$ 675,900	\$ 978,978	\$ 978,978	\$ 4,860,000	\$ 4,860,000
A5	Furnishings Allowance	LS	1	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 794,949	\$ 794,949
B	Pre-Procured Equipment				\$ 1,307,044		\$ 1,296,022		\$ 1,322,593
B1	Coarse Screening Equipment	LS	1	\$ 352,589	\$ 352,589	\$ 352,589	\$ 352,589	\$ 352,589	\$ 352,589
B2	Grit Removal Equipment	LS	1	\$ 853,433	\$ 853,433	\$ 853,433	\$ 853,433	\$ 853,433	\$ 853,433
B3	Pre-Procured Equipment Installation	LS	1	\$ 101,022	\$ 101,022	\$ 90,000	\$ 90,000	\$ 116,571	\$ 116,571
	BASE BID ESTIMATE				\$ 8,484,029		\$ 9,700,000		\$ 9,886,992

ADDITIVE ALTERNATES

ITEM	DESCRIPTION	UNIT	QTY	NELSON BROTHERS		VANCON		COP	
				UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE
C1	Existing Headworks Channel Fill	LS	1	\$64,000	\$ 64,000	\$45,000	\$ 45,000	\$55,532	\$ 55,532
C2	New Duct Bank	LS	1	\$59,420	\$ 59,420	\$125,000	\$ 125,000	\$31,398	\$ 31,398
	BID ESTIMATE				\$ 123,420		\$ 170,000		\$ 86,930

EXHIBIT B

Agreement:

Nelson Brothers Construction Company

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between TOOELE CITY CORPORATION (“Owner”) and
Nelson Brothers Construction Co. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Tooele WRF Headworks consists of construction of a new headworks building, including installation of mechanical screens, wash presses, and grit removal system, as well as odor control provisions, HVAC and plumbing, electrical, instrumentation, site work, yard piping, and all other equipment and infrastructure needed to make the new facilities complete and operational. Major equipment has been pre-procured by the Owner and will be assigned to the General Contractor for installation and startup.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Tooele WRF Headworks**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by J-U-B ENGINEERS, Inc.

3.02 The Owner has retained J-U-B ENGINEERS, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work for the **Tooele WRF Headworks** Project will be substantially completed on or before **18 months from Notice to Proceed** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **30 days after substantial completion.**

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Liquidated damages shall not exceed 10% of the contract price regardless of days past contract dates.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. The bid amount is: **\$8,607,449.00 with breakdown as follows:**
1. **\$7,176,985.00, Schedule A: Base bid**
 2. **\$1,307,044.00, Schedule B: Pre-Procured Equipment**

3. \$64,000.00, Schedule C1; Bid Alternate – Existing Headworks channel fill
4. \$59,420.00: Schedule C2: Bid Alternate – Duct bank extension (Addendum No. 2)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 3 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8 inclusive).
 2. Performance bond (pages 1 to 4, inclusive).
 3. Payment bond (pages 1 to 4, inclusive).
 4. Other bonds.
 - a. [] (pages [] to [], inclusive).
 5. General Conditions (pages 1 to 72, inclusive).
 6. Supplementary Conditions (pages 1 to 9 inclusive).
 7. Specifications as listed in the table of contents.
 8. Drawings (not attached but incorporated by reference) consisting of sheets bearing the following general title: Tooele WRF Headworks.
 9. Addenda (numbers 1 to 3, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 11 inclusive).
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Tooele City Corporation

Nelson Brother Construction Co.

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

90 NORTH MAIN

TOOELE, UTAH, 84074

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

APPROVED AS TO FORM

Roger Evans Baker

Tooele City Attorney

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TOOELE CITY CORPORATION

RESOLUTION 2023-22

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH KILGORE CONTRACTING FOR THE 2023 ROADWAY RECONSTRUCTION AND WATER LINE REPLACEMENT PROJECT.

WHEREAS, Tooele City has more than 225 lane miles of public roadway located within the City limits for which it has maintenance and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the Administration has elected to replace aging waterline within certain roadways while the roadway is being reconstructed; and,

WHEREAS, the City receives State roadway assistance (Road "C") funds together with additional funding from the State of Utah, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, funding of the waterline replacement will be through the culinary water enterprise funds, and funding of the curb and gutter and waterway replacement will be through the storm water revenue fund; and,

WHEREAS, the City solicited public bids for construction of the 2023 Roadway Reconstruction and Water Line Replacement Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Kilgore Contracting has submitted a cost proposal of One Million Six Hundred Sixty Six Thousand Nine Hundred Sixty Seven Dollars (\$1,666,967), which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Eighty Three Thousand Dollars (\$83,000) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Kilgore Contracting is hereby approved, in the amount of One Million Six Hundred Sixty Six Thousand Nine Hundred Sixty Seven Dollars(\$1,666,967), for completion of the 2023 Roadway Reconstruction and Water Line Replacement Project; and,

2. an additional Eighty Three Thousand Dollars (\$83,000) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

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

EXHIBIT A

Bid Tabulation

2023 Roadway Reconstruction & Water Line Replacement Project
BID TABULATION
 March 17, 2023

Item No.	Description	Estimated Quantity	Unit	Kilgore Contracting		Broken Arrow		R B Construction		PNL Construction	
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
GENERAL											
1	Mobilization	1	LS	\$119,353.25	\$119,353.25	\$107,100.00	\$107,100.00	\$157,920.00	\$157,920.00	\$195,000.00	\$195,000.00
CULINARY WATER											
2	Furnish and Install 8-Inch Diameter Waterline	3875	LF	\$69.75	\$270,281.25	\$88.86	\$344,332.50	\$52.63	\$203,941.25	\$105.00	\$406,875.00
3	Furnish and Install Waterline Connections to Existing Line	11	EA	\$2,900.00	\$31,900.00	\$3,629.05	\$39,919.55	\$690.90	\$7,599.90	\$5,800.00	\$63,800.00
4	Furnish and Install 8-inch Valves	16	EA	\$2,550.00	\$40,800.00	\$4,417.39	\$70,678.24	\$3,046.82	\$48,749.12	\$3,025.00	\$48,400.00
5	Furnish and Install Hot Tap Valves	2	EA	\$6,150.00	\$12,300.00	\$6,504.22	\$13,008.44	\$3,609.82	\$7,219.64	\$8,525.00	\$17,050.00
6	Remove and Replace Existing Fire Hydrant Assembly, Complete	4	EA	\$8,900.00	\$35,600.00	\$13,658.66	\$54,634.64	\$13,310.20	\$53,240.80	\$11,650.00	\$46,600.00
7	Remove and Salvage Existing Fire Hydrant	2	EA	\$1,600.00	\$3,200.00	\$4,672.08	\$9,344.16	\$1,171.59	\$2,343.18	\$1,200.00	\$2,400.00
8	Furnish and Install New Fire Hydrant Assembly, Complete	7	EA	\$7,475.00	\$52,325.00	\$12,851.10	\$89,957.70	\$9,653.55	\$67,574.85	\$11,225.00	\$78,575.00
9	Remove and Replace Existing Water Service Laterals and Meter	73	EA	\$4,350.00	\$317,550.00	\$4,502.95	\$328,715.35	\$2,604.73	\$190,145.29	\$3,020.00	\$220,460.00
10	Abandon Existing Water Valve	3	EA	\$850.00	\$2,550.00	\$1,557.36	\$4,672.08	\$909.81	\$2,729.43	\$750.00	\$2,250.00
11	Furnish and Install Water Valve and Monument Collars	27	EA	\$500.00	\$13,500.00	\$625.00	\$16,875.00	\$3,687.97	\$99,575.19	\$1,250.00	\$33,750.00
12	Raise and Collar Existing Manholes	20	EA	\$600.00	\$12,000.00	\$875.00	\$17,500.00	\$728.00	\$14,560.00	\$1,500.00	\$30,000.00
13	Remove and Replace Existing PRV Pipe and Fittings	1	LS	\$36,000.00	\$36,000.00	\$42,540.00	\$42,540.00	\$40,002.96	\$40,002.96	\$45,000.00	\$45,000.00
ROADWAY / CONCRETE											
14	Demolition and Disposal of Existing Asphalt and Base	158,000	SF	\$1.07	\$169,060.00	\$1.23	\$194,340.00	\$1.38	\$218,040.00	\$2.68	\$423,440.00
15	Demolition and Disposal of Existing Curb & Gutter and Subbase	50	LF	\$16.25	\$812.50	\$8.24	\$412.00	\$51.08	\$2,554.00	\$25.00	\$1,250.00
16	Demolition and Disposal of Existing Sidewalk and Subbase	420	SF	\$7.00	\$2,940.00	\$1.77	\$743.40	\$5.16	\$2,167.20	\$10.75	\$4,515.00
17	Remove and Dispose Existing Waterway and Subbase	120	SF	\$6.50	\$780.00	\$9.27	\$1,112.40	\$25.54	\$3,064.80	\$15.00	\$1,800.00
18	Furnish and Install Type "A" Curb & Gutter and Base	50	LF	\$60.25	\$3,012.50	\$99.22	\$4,961.00	\$646.61	\$32,330.50	\$45.00	\$2,250.00

EXHIBIT B

Agreement:

Kilgore Contracting

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Kilgore Contracting
- B. Address: 7057 West 2100 South, Salt Lake City, Utah 84128
- C. Telephone number: (801) 250-0132
- D. Facsimile number: (801) 250-0083
- E. E-Mail: trevar.bradley@kilgorecontracting.com

1.2 OWNER

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

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

**2023 Roadway Reconstruction and
Water Line Replacement Project**

1.4 ENGINEER

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

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
1. Base Bid.
 2. _____
 3. _____
 4. _____
- C. An Agreement Supplement [_____] is, [] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: One Million Six Hundred Sixty Six Thousand Nine Hundred Sixty Seven Dollars(\$1,666,9670)

2.2 CONTRACT TIME

- A. Substantial Completion of the Work shall occur by **October 1, 2023**. Final completion shall occur by **October 15, 2023**.
- B. For any of the work areas included within the project, work shall be substantially completed within 45 days of commencement of work on that particular street.

2.3 PUNCH LIST TIME

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

2.4 LIQUIDATED DAMAGES

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

completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**
Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.
3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

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

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the _____ day of _____, 2023.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _____

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023.

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

Notary's signature

Residing at

My commission expires:

Notary's seal

3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

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TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

03/30/23

DESCRIPTION OF EXPENDITURE:

VENDOR: INTERMOUNTAIN BOBCAT

V# 00834

WRF S86 T4 BOBCAT SKID STEER LOADER

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
MACHINERY & EQUIPMENT	152 5220 741000	25,000.00	0.00	45,869.48	(20,869.48)
TOTAL:				45,869.48	

*Will need to have a line item adjustment for remainder of funds

REQUESTED *Jamie Strandpre*
DEPARTMENT HEAD

REVIEWED *Shannon U. Jensen*
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



FORM TO BE INCLUDED WITH ALL CONTRACTS/AGREEMENTS, OR PURCHASES OVER \$30,000

Name of project: <p style="text-align: center; font-size: 1.2em;">WRF S80 T4 Bobcat skid Steer Loader V#00834</p>	
Name and address of vendor: <p style="text-align: center;">Intermountain Bobcat - Salt Lake, West Valley City / West Valley City UT 84119 2129 Technology Parkway</p>	
Vendor number: <p style="text-align: center; font-size: 1.2em;">00834</p>	If the vendor doesn't have a number, obtain a W-9 and give to accounts payable, who will assign a vendor number.
Line item: \$25,000 52-5220-741000 \$15,869.48 52-5214-311013	

CHOOSE ONE OF THESE 8 OPTIONS:

1. Contract was awarded with no bids and is under \$5,000
2. Contract was awarded with no bids and is through a state contract or sole source – attach verification (include state contract no.) **MA3378**
3. Contract was awarded due to an emergency (attach description of emergency)
4. Contract or purchase was awarded after 3 phone/internet quotes (attach quotes and include dates)
Contract or purchase is \$5,000 - \$9,999
5. Contract or purchase was awarded after 3 written quotes (attach quotes and include dates) and is over \$10,000
6. Contract or purchase was awarded after competitive sealed bids (attach bids and include dates) and is \$50,000 or more
7. Contract was awarded after requests for proposals (RFP) (attach bids and include dates)
8. Contract was awarded with this exception:

Also attach:

- Copy of current business license
- Certificate of Liability Insurance
- Workers Compensation Certificate
- Utah Retirement Systems Post-Employment/Post-Retirement Restrictions Act Certification & Release
- Verification of licensure with the State of Utah, (obtain at:
<https://secure.utah.gov/llv/search/index/html> or <https://secure.utah.gov/bes>)

Contract is effective from _____ to _____.	
Date the contract was approved by Council and Resolution number:	
If this contract is for goods or product, what other ongoing expenses will it include, or how will it affect future budgets?	
Notes:	
City Recorder _____	Date _____
Department Head	Date 3/24/23

Michelle Pitt

From: Jamie Grandpre
Sent: Tuesday, March 28, 2023 8:44 AM
To: Tiffany Day; Michelle Pitt
Subject: RE: PO for WRF Bobcat Skid Steer

Michelle,

To answer your questions;

#1 - Did you get this on state contract? Bobcat is owned by Clark Equipment and any of the Clark Equipment Bobcat dealers are on state contract #MA3378. Intermountain Bobcat being one of them.
#2 - Or through bids? No bids were collected, because of question #3
#3 - Are you only asking for a PO for \$40,869.48 (the quote says the total is \$73,869.48)? Yes, our existing Bobcat that we have now is going to be traded in on the new one. The new 2023 Bobcat price is \$73,869.48. We will get a trade in credit of \$33,000 for our old one. So the purchase price for the new one would be \$40,869.48. If I were to go get bids, we would be spending around \$73k for a new skid steer.

Does that help answer your questions?

Jamie

From: Tiffany Day <tiffanyd@TooeleCity.org>
Sent: Monday, March 27, 2023 12:57 PM
To: Jamie Grandpre <jamieg@TooeleCity.org>
Subject: FW: PO for WRF Bobcat Skid Steer

Michelle has a few more questions (see below)



Tiffany Day | Tooele City Corporation
Public Works | Administrative Assistant
90 North Main Street | Tooele, UT | 84074
Ph: (435) 843-2147

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

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

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From: Michelle Pitt <MPitt@TooeleCity.org>
Sent: Monday, March 27, 2023 12:55 PM
To: Tiffany Day <tiffanyd@TooeleCity.org>
Subject: RE: PO for WRF Bobcat Skid Steer



Product Quotation

Quotation Number: JRR-01078

Date: 2023-01-31 16:10:24

Ship to	Bobcat Dealer	Bill To
TOOELE CITY WASTE WATER G904465 3000 N 500th W Tooele, UT 84074	Intermountain Bobcat - Salt Lake, West Valley City 2129 TECHNOLOGY PARKWAY WEST VALLEY CITY UT 84119 Phone: (801) 262-0208 Fax: (801) 293-2126 Contact: Jesse Rheault Phone: 701-241-8759 Cellular: 701-630-5134 E Mail: jesse.rheault@doosan.com	TOOELE CITY WASTE WATER G904465 3000 N 500th W Tooele, UT 84074

Description	Part No	Qty	Price Ea.	Total
S86 T4 Bobcat Skid Steer Loader	M0383	1	\$56,436.10	\$56,436.10
105.0 HP Tier 4 V2 Bobcat Engine	Lift Arm Support			
Auxiliary Hydraulics: Variable Flow	Lift Path: Vertical			
Two-Speed Travel	Lights, Front & Rear LED			
Rear Camera	Operator Cab			
Backup Alarm	Includes Adjustable Vinyl Suspension Seat, Top & Rear			
Bob-Tach Mounting System	Windows, Parking Brake, Seat Bar & Seat Belt			
Bobcat Interlock Control System (BICS)	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Controls: Bobcat Standard	& ISO 3471			
Cylinder Cushioning - Lift, Tilt	Falling Object Protective Structure (FOPS) meets SAE-			
Engine/Hydraulic Performance De-rate Protection	J1043 & ISO 3449, Level I; (Level II is available through			
Glow Plugs (Automatically Activated)	Bobcat Parts)			
Horn	Parking Brake: Wedge Brake System			
Instrumentation:	Tires: 12-16.5, 12PR, Bobcat Heavy Duty			
Keyless Start with 5" Display Panel, Engine Temperature,	Telematics - Machine IQ			
Fuel Gauges, Hourmeter, RPM, Warning Indicators and other	Warranty: 2 years, or 2000 hours whichever occurs first			
vitals				
P85 Performance Package	M0383-P06-P85	1	\$5,850.60	\$5,850.60
Power Bob-Tach	Performance Hardware for Intelligent Power Management			
7-Pin Attachment Control	yielding Improved Productivity Cycle Time and Engine-			
Dual Direction Bucket Positioning Automatic Ride Control	to-Workgroup Efficiency			
Reversing Fan	Only Available with SJC Controls.			
Three Auxiliary Hydraulics Functions: 42 gpm/4061 psi				
Super				
Flow, 36.6 gpm/3500 psi High Flow, and 23 gpm/3500 psi				
Standard Flow				
Premium Power				
C88 Comfort Package	M0383-P07-C88	1	\$6,508.60	\$6,508.60
Clear Side Enclosed Cab with Auto HVAC	Heated Cloth Air Ride Suspension Seat			
Sound Reduction	Premium LED Lights			
Touch Display with Radio and Bluetooth	Rear View Camera			
Selectable Joystick Controls (SJC)	M0383-R01-C04	1	\$603.40	\$603.40
80" Severe Duty Bucket	7326129	1	\$2,037.56	\$2,037.56
--- Bolt-On Cutting Edge, 80"	6718008	1	\$326.88	\$326.88
--- Bolt-On Corner Cutting Edge Kit	6729084	1	\$54.34	\$54.34
Total of Items Quoted				\$71,817.48
Dealer P.D.I.				\$300.00

Freight Charges
Dealer Assembly Charges
Quote Total - US dollars

\$1,677.00
\$75.00
\$73,869.48

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____

52-5220-741000 \$25,000

52-5214-311013 \$15,869.48

VENDOR # 00834
P.O. # _____
DEPT. # _____
DATE 3/24/23
AMOUNT \$40,869.48
SIGNATURE _____

	Total Sale	Trade in	2023 Sale Price	trade up difference in 2024	
S86	\$73,869.48	-33000	\$40,869.48	\$ 7,500.00	
S76	\$61,413.28	-33000	\$28,413.28	\$ 5,500.00	

*they keep their old tires/Bucket

*the trade up difference is subject to change prior to order of the 2024 replacement

Engine

Emissions Tier (EPA)	Tier 4	Tier 4	Tier 4
Engine Cooling	Liquid	Liquid	Liquid
Engine Fuel	Diesel	Diesel	Diesel
Horsepower	74 hp	74 hp	105 hp
Turbocharged Engine	x	x	x
Engine Model	2.4L Bobcat Engine	2.4L V2	3.4L V2
Engine Make	Bobcat	Bobcat	Bobcat
Cooling System	3 gal	2.8 gal	4.3 gal
Gross HP	74 hp	74 hp	105 hp
Net HP	70.5 hp	70.5 hp	100.3 hp
Number of Cylinders	4	4	4
Displacement	146 in ³	146 in ³	208 in ³
Torque (SAE NET)	206.5 ft-lbf	196.3 ft-lbf	294.1 ft-lbf
Torque RPM	1,800 rpm	1,800 rpm	1,600 rpm
Starter Horsepower	4 hp	3.6 hp	3.6 hp
Horsepower Management	n/ a	Included with SJC Option	Included with SJC Option

Performance

Rated Operating Capacity (ISO)	2,690 lb	2,900 lb	3,400 lb
Rated Operating Capacity 200 lb. Counterweight	n/ a	3,050 lb	3,550 lb
Rated Operating Capacity 300 lb. Counterweight	n/ a	3,100 lb	3,625 lb
Rated Operating Capacity 400 lb. Counterweight	n/ a	n/ a	3,700 lb
Tipping Load	5380 lb	5800 lb	6800 lb
Operating Weight	8061 lb	8615 lb	9728 lb
Travel Speed	7.1 mph	6.8 mph	6.7 mph
Travel Speed (2- speed option)	12.3 mph	11.8 mph	12 mph
Bucket Breakout Force	6,960 lbf	5,851 lbf	7,580 lbf
Lift Breakout Force (ISO)	5,490 lbf	6,685 lbf	n/ a
Lift Arm Path	n/ a	n/ a	Vertical

Capacities

Fuel Tank	23.9 gal	31.7 gal	31.6 gal
Engine Oil with Filter	9.7	2.15	13.5
Hydraulic Reservoir	2.7 gal	5 gal	6.2 gal
Hyd System Capacity	11.9 gal	13.5 gal	16.5 gal
Transmission (Final Drive)	10.3 gal	10 gal	11 gal

Hydraulic System

Hydraulic System Pressure (Standard and High Flow)	n/ a	3,500 psi	3,500 psi
Hydraulic System Pressure (Super Flow)	n/ a	n/ a	4,061 psi
System Relief @ Quick Couplers	3,500 psi	3,500 psi	n/ a
Auxiliary Std Flow	23 gal/ min	23.3 gal/ min	23.6 gal/ min
Hydraulic Super Flow (optional)	n/ a	n/ a	42 gal/ min
Hydraulic High Flow (optional)	n/ a	n/ a	36.6 gal/ min
Hydraulic Standard Flow	n/ a	n/ a	23.6 gal/ min
Auxiliary High Flow	30.5 gal/ min	30.3 gal/ min	36.6 gal/ min
Pump Capacity	23 gal/ min	23.3 gal/ min	n/ a
Raise Lift Arm	3.9 s	4.3 s	4.5 s
Lower Lift Arm	2.6 s	2.87 s	3 s
Bucket Dump	2.3 s	2.1 s	2.8 s
Bucket Rollback	1.7 s	1.55 s	2 s

General

Contract Codes	Skid- Steer Loader	Skid- Steer Loader	Skid- Steer Loader
First Year of Production	2009	2019	2023

Controls

Vehicle Steering	Dual Levers	Dual Levers	Dual Levers
Hydraulic (Lift and Tilt)	Dual Pedals	Dual Pedals	Dual Pedals
Control Option	SJC	Selectable Joysticks	Selectable Joysticks
Auxiliary Hydraulics	Finger tip	Thumb Proportional With Continuous Flow Selector	Thumb Proportional With Continuous Flow Selector

Dimension

Length	136.8 in	147.1 in	153.5 in
Length without Attachment	108.4 in	113.9 in	120.4 in
Length with Standard Bucket	136.8 in	147.1 in	153.5 in
Width	72.1 in	72 in	72 in
Width (with bucket)	74 in	74 in	74 in
Height	81.3 in	81.8 in	n/ a
Height with Operator Cab	81.3 in	81.8 in	83.1 in
Height to Bucket Hinge Pin	124 in	128.3 in	132 in
Reach @ Maximum Height	31.5 in	37.4 in	38 in
Turning Radius	82.9 in	87.7 in	90.5 in
Wheelbase	45.3 in	48.3 in	51.3 in
ROC with Counterweight Option	2890 lb	3050 lb	3550 lb
Dump Angle @ Maximum Height	37°	37°	40°
Ground Clearance	8.1 in	8.8 in	8.8 in

Features

Joystick Control	x	x	x
Air Conditioning	x	x	x
Adjustable Seat	■	■	■
Backup Alarm	■	■	■
BICS System (Interlock)	■	■	■
Cab Enclosure	x	x	x
Sound Option	x	x	x
Cab Heater	x	x	x
Operating Lights	■	■	■
LED Front and Rear Lights	n/ a	■	■
Standard Display (includes keyless start)	n/ a	■	■
Speed Management	n/ a	Included with SJC Option	Included with SJC Option
Parking Brake	■	Wedge Brake System	Wedge Brake System
Radio	x	x	x
Rear Window	■	■	■
Top Window	■	■	■
Lift- Arm Support	■	■	■
Seat Belt	■	■	■
Suspension Seat	■	■	■
Heated Cloth Air- Ride Seat	n/ a	x	x
Two Speed Travel	x	x	■
Deluxe Instrumentation	x	□	□
Engine Shutdown	■	■	■
Hydraulic Bucket Positioning	x	□	□
Dual- Direction Bucket Positioning	n/ a	x	x
High Flow Option	x	x	x
Auxiliary Hydraulics	■	■	■
Spark Arrestor Muffler	■	DOC	DOC

Power Train Equipment System

Power Bob-Tach *	x	x	x
ACS (Switchable Controls)	x	□	n/ a
Ride Control	x	x	x
Radio Remote Control (SJC Required)	n/ a	x	x
Reversing Fan	n/ a	x	x
Rear Hydraulics	x	x	x
Horn	■	■	■

Certain specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors.

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

03/30/23

DESCRIPTION OF EXPENDITURE:

VENDOR: DOWDLE STUDIOS LLC

V# 11017

REMAINDER OF PUZZLE CONTRACT

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
SPECIAL DEPARTMENT SUPPLIES	110 4150 481000	115,950.00	7,000.00	95,292.00	13,658.00
TOTAL:				95,292.00	

REQUESTED Administration
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

INVOICE

Dowdle Studios LLC
1280 W 200 S
Lindon, UT 84042

Jim@Dowdlestudios.com
(801) 336-5708

Tooele City

Bill to

Tooele City
90 North Main Street
Tooele, Utah 84074

Ship to

Tooele City
90 North Main Street
Tooele, Utah 84074

Invoice details

Invoice no.: 2272384074
Invoice date: 2/27/23
Terms: Net 15
Due date: 3/14/23

Product or service		Amount
1. Commissioned Art Remainder Due on Contract, \$37,500.00 minus \$15,000.00 discount		\$22,500.00 *
2. Puzzles For Cities 5000, 500 Piece Puzzles	5000 units x \$12.00	\$60,000.00 *
3. Puzzles For Cities 1000, 1000 Piece Puzzles	1000 units x \$13.00 \$13,000.00 <16> 984 x \$13.00	\$12,792*
4. Puzzle Wall Cities		\$10,000.00 - Not paying this now
	Total	\$105,500.00

pd

V# 11017
PO# 71932
10-4150-481000
\$95,292.00
03-22-2023

Debra E. Walker
3-22-23

\$95,292 Balance Due
\$22,500.00 Balance of the artwork
\$72,792.00 Puzzles

Michelle Pitt

From: Justin Brady
Sent: Wednesday, March 22, 2023 8:59 PM
To: Michelle Pitt
Subject: Re: Dowdle Studios Invoice

I approve.

Thank you,

Justin Brady

Sent from my iPhone

> On Mar 22, 2023, at 2:54 PM, Michelle Pitt <MPitt@tooelecitecity.org> wrote:

>

> Council,

>

> Attached to this email is an invoice from Dowdle Studios for the art and puzzles for Tooele City. When Resolution #2022-53 was brought before the Council for approval on June 15, 2022, it was for \$75,000.00 to "design and create a commissioned acrylic painting". It did not include the price of the puzzles or the wall puzzle. The total of the invoice shows \$105,500.00, but we are asking you to approve \$95,292.00 (\$22,500 for the balance owing on the artwork, and \$72,792.00 for the puzzles). I am asking that you approve the invoice through email so that we can give Dowdle Studios a check on Friday when they are at city hall. I will then bring this invoice for you to ratify in our next Council meeting on April 5th.

>

> Thanks,

> Michelle

> <Sharp mx-6070_20230322_143208.pdf>

Michelle Pitt

From: Maresa Manzione
Sent: Wednesday, March 22, 2023 3:03 PM
To: Michelle Pitt
Subject: Re: Dowdle Studios Invoice
Attachments: Sharp mx-6070_20230322_143208.pdf

I approve.
Maresa

Sent from my iPhone

On Mar 22, 2023, at 2:54 PM, Michelle Pitt <MPitt@tooelecity.org> wrote:

Council,

Attached to this email is an invoice from Dowdle Studios for the art and puzzles for Tooele City. When Resolution #2022-53 was brought before the Council for approval on June 15, 2022, it was for \$75,000.00 to "design and create a commissioned acrylic painting". It did not include the price of the puzzles or the wall puzzle. The total of the invoice shows \$105,500.00, but we are asking you to approve \$95,292.00 (\$22,500 for the balance owing on the artwork, and \$72,792.00 for the puzzles). I am asking that you approve the invoice through email so that we can give Dowdle Studios a check on Friday when they are at city hall. I will then bring this invoice for you to ratify in our next Council meeting on April 5th.

Thanks,
Michelle

Michelle Pitt

From: Dave McCall
Sent: Wednesday, March 22, 2023 3:17 PM
To: Michelle Pitt
Subject: Re: Dowdle Studios Invoice

I am ok with this 🙌

Get [Outlook for Android](#)

From: Michelle Pitt <MPitt@TooeleCity.org>
Sent: Wednesday, March 22, 2023 2:54:02 PM
To: Debbie Winn <dwinn@TooeleCity.org>; Dave McCall <DMcCall@TooeleCity.org>; Ed Hansen <EHansen@TooeleCity.org>; Justin Brady <JBrady@TooeleCity.org>; Maresa Manzione <mmanzione@TooeleCity.org>; Tony Graf <TGraf@TooeleCity.org>
Cc: Holly Potter <hollyp@TooeleCity.org>
Subject: Dowdle Studios Invoice

Council,

Attached to this email is an invoice from Dowdle Studios for the art and puzzles for Tooele City. When Resolution #2022-53 was brought before the Council for approval on June 15, 2022, it was for \$75,000.00 to "design and create a commissioned acrylic painting". It did not include the price of the puzzles or the wall puzzle. The total of the invoice shows \$105,500.00, but we are asking you to approve \$95,292.00 (\$22,500 for the balance owing on the artwork, and \$72,792.00 for the puzzles). I am asking that you approve the invoice through email so that we can give Dowdle Studios a check on Friday when they are at city hall. I will then bring this invoice for you to ratify in our next Council meeting on April 5th.

Thanks,
Michelle

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

03/16/23

DESCRIPTION OF EXPENDITURE:

VENDOR: CUMMINGS SALES & SERVICE V# 11362

NEW FIRESTATION EMERGENCY POWER GENERATOR SYSTEM

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
FIRE STATION BUILDING	141 4620 721018	1,687,150.00	52,359.00	75,398.00	1,559,393.00
TOTAL:				75,398.00	

REQUESTED *Matt McCoy*
DEPARTMENT HEAD

REVIEWED *Shannon Wimmer*
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



V# 11362

LINE ITEM # 41-4620-721078

March 1, 2023

To

Prepared by

David Olney
 (801) 440-1372
 david.t.olney@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<p>C125D6D, Diesel Genset, 60Hz, 125kW U.S. EPA, Stationary Emergency Application C125D6D, Diesel Genset, 60Hz, 125kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable IBC Seismic Certification Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 120/208, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 208/120V, 120C, 40C Ambient Aluminum Sound Attenuated Level 1 Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7 - 10 Skidbase - Housing Ready Fuel Tank - Regional, Dual Wall, Sub Base, 24 Hour Minimum Fuel Water Separator Low Fuel Level Switch, 40% Mechanical Fuel Gauge Switch - Fuel Tank, Rupture Basin Control Mounting - Left Facing PowerCommand 1.1 Controller Gauge - Oil Pressure Analog Meters - AC Output Stop Switch - Emergency Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC Control Display Language - English Load Connections - Dual Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 80%, UL Circuit Breaker, Location B, 60A, 3P, 600 Volts AC, 80%, UL Bottom Entry, Right Engine Governor - Electronic, Isochronous Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Shutdown - Low Coolant Level Extension - Coolant Drain Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater Engine Oil Genset Warranty - 2 Years Base Battery Rack Extension - Oil Drain</p>	1
2	Kit, FUEL SYSTEM	1

3	Annunciator-panel mount with enclosure (RS485)	1
4	Starting Batteries	2
5	OTECC, OTEC Transfer Switch-Electronic Control: 300A/400A/600A OTEC300, Transfer Switch, PowerCommand, 300 Amp Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 208 Volts AC Genset Starting Battery - 12V DC PC40 Control Interface - Communications Network, MODBUS RTU Module Transfer Switch Warranty - 1 Year Comprehensive	1
6	OTECA, OTEC Transfer Switch-Electronic Control: 40A/70A/125A OTEC70, Transfer Switch-Electronic Control, 70 Amp Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 208 Volts AC Genset Starting Battery - 12V DC PC40 Control Interface - Communications Network, MODBUS RTU Module Transfer Switch Warranty - 1 Year Comprehensive	1
7	Generator Docking Station / Connection panel Integral Temp Gen Camlocks 100 amp 208 volt	1
8	Service - start up & testing	1
	Freight & other charges	

TOTAL: \$ 75,398.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

- Installation and housekeeping pad by others.
- Grounding and Connections by others.
- NETA Testing by others.
- Diesel fuel by others.
- Maintenance service agreements by others.
- Infrared Scanning if required by others.
- Please note circuit breakers listed above are Merlin Gerin /SquareD type breakers installed at the factory standard. At this time, Cummins Rocky Mountain has been given no information concerning specific circuit breakers necessary for selective coordination. If applicable, additional pricing will be made available for specific breakers (non-factory standard) upon direction of Selective Coordination Study completed before or after bid date. Note, Selective Coordination Study not included in this proposal. Cummins standard-type breaker information available upon request for inclusion with proposal.

Quote subject to price increase(s)

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

David Olney
david.t.olney@cummins.com
(801) 440-1372



SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

PRICING

To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Check if this Agreement pertains to government work or facilities

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

03/16/23

DESCRIPTION OF EXPENDITURE:

VENDOR: CODALE ELECTRIC

V# 00129

NEW FIRESTATION ELECTRICAL WORK

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
FIRE STATION BUILDING	141 4620 721018	1,687,150.00	0.00	52,359.00	1,634,791.00
TOTAL:				52,359.00	

REQUESTED *13/Matt McCoy*
DEPARTMENT HEAD

REVIEWED *Shannon Wimmer*
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

V#00129

LIVE ITEM 41-4620-721018



PROJECT PROPOSAL

Office-
Cell-
Fax-

801.975.5541
801.707.3859
801.977.7177
johnn@codale.com

Company-	JT ELECTRIC	Date-	3/3/2023
Attention-		Bid Date-	2/15/2023
Job Name-	TOOELE FIRE STATION REV1	Time-	

ITEM	QTY	DESCRIPTION	UNIT P/F	EXTENSION
GEAR BREAKDOWN				
EATON	LOT	LOT EATON ONELINE GEAR PER ATTACHED BOM		\$52,359.00
		*LEAD TIME 50 WEEKS ON SWBDS, 20 WEEKS ON PANELBOARDS**		
SIEMENS	LOT	LOT SIEMENS ONELINE GEAR PER ATTACHED BOM		\$54,138.00
		*LEAD TIME 55 WEEKS ON SWBDS, 12-40 WEEKS ON PANELBOARDS**		

Terms & Conditions				
	*	We will not release any material without a written purchase order, signed submittals and an authorization release from you.		
	*	Codale Electric Supply's Terms & Conditions apply		

		*ALL PRICING IS CONTRACTOR NET COST.		
		*SALES TAX IS NOT INCLUDED IN THIS QUOTE.		
		*TERMS ARE BASED ON NET 25		
		*PRICING STATED IN THIS QUOTE WILL EXPIRE		
		* IN 30 DAYS		

Tooele City Council Business Meeting Minutes

Date: Wednesday, March 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

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

Darwin Cook, Parks and Recreation 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 via phone

Ed Hansen, Present

Justin Brady, Present

Maresa Manzione, Present

Dave McCall, Present

3. National Vietnam War Veterans Day Proclamation 2023

Presented by Debbie Winn, Mayor

Mayor Winn presented the National Vietnam War Veterans Day Proclamation 2023.

4. Mayor's Community Recognition Award

Presented by Debbie Winn, Mayor

Mayor Winn presented the Mayor's Community Recognition Award to the following:
Christy Johnson

5. Public Comment Period

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

6. Public Hearing & Motion on Ordinance 2023-11 An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 0.39 Acres of Property Located at 60 South Main Street from Community Commercial (CC) to Mixed Use (MU)

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a Land Use Map Amendment for the old Gordan furniture building, at 60 South Main Street. The Land Use is Community Commercial. The zoning is GC, General Commercial. The end goal of the application is a Zoning Map Amendment to the assignment of MU-G, Mixed-Use General. The Planning Commission has heard this item and forwarded a unanimous positive recommendation. A public comment was received and forwarded to the City Council.

The Council asked the following questions:

Was the police department ever called out for the issues mentioned in the public comment email?

Chief Day addressed the Council. To his recollection, police has not been called to that particular location. Though they have received calls about the homeless in that area. The mobile home in the parking lot is on private property.

Mayor Winn spoke on the mobile home in the private parking lot.

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

Council Member Hansen motioned to approve Ordinance 2023-11 An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 0.39 Acres of Property Located at 60 South Main Street from Community Commercial (CC) to Mixed Use (MU).

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

7. Ordinance 2023-08 An Ordinance of Tooele City Amending Tooele City Code Chapter 5-20 Regarding Alcohol Licensing

Presented by Roger Baker, City Attorney

Mr. Baker presented an amendment to the Tooele City Code Chapter 5-20 regarding alcohol licensing. Due to the state regulating alcohol licensing, staff would like to use the limited

resources in other needed areas. They invite involvement from the Health Department. As well calling attention to special event permits. All business will need to work with the State and follow their rules and guidelines. The police will still continue to make sure businesses do not sell to under age people. This item was discussed in the previous work session.

Council Member Manzione motioned to approve Ordinance 2023-08 An Ordinance of Tooele City Amending Tooele City Code Chapter 5-20 Regarding Alcohol Licensing.

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 2023-19 A Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for Microtel Moda Hotel Project

Presented by Roger Baker, City Attorney

Mr. Baker presented a payment fee-in-lieu of water rights conveyance for Microtel Moda Hotel for 8 acre-feet of water. The economic development impacts are listed in the resolution. Mr. Baker also raised the larger policy issue of whether to put a sunset date on the fee-in-lieu approvals: The City does not want to be used for market speculation. At the suggestion of the Council, there is often a deadline added for developers wanting to pay the fee-in-lieu. The time is a two-year limit starting on the resolution approval date.

The City Council asked the following:
Does the acre-feet amount have a limit?

Mr. Baker addressed the Council's questions and concerns. The current policy does allow an applicant to pay for no more than 20 acre-feet with a cap for all applicants of 50 acre-feet per year. If someone is far enough along in the process to request the benefit of the fee-in-lieu, they should be far enough along to do the other steps, including getting a building permit. The 50 acre-foot per year was established in 2015. The Council is within their discretion to add a time-limit to this application, and to adjust the annual caps in its policy.

The Council is in favor of the two-year limit from the date the fee-in-lieu it is approved.

Council Member McCall motioned to approve Resolution 2023-19 A Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for Microtel Moda Hotel Project with a sunset of two-year from the approval date.

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

Mr. Baker asked for further direction. The Council instructed Mr. Baker to prepare a draft amendment to the current policy [June 1, 2022].

9. Ordinance 2023-12 An Ordinance of the Tooele City Council Providing for the Distribution of P.A.R. Tax Revenues

Presented by Michelle Pitt, City Recorder

Ms. Pitt stated that Tooele City residents voted to renew the Tooele City Parks, Arts, and Recreation (PAR) Tax on November 8, 2022. State law requires the Tooele City Council, by Ordinance, to impose the PAR Tax and to provide for the distribution of the PAR tax revenues received by the Utah Tax Commission. The tax will begin to be collected on April 1, 2023 and continue to be collected for 10 years.

Council Member Manzione motioned to approve Ordinance 2023-12 An Ordinance of the Tooele City Council Providing for the Distribution of P.A.R. Tax Revenues. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

10. Invoices & Purchase Orders

There are no invoices or purchase orders to present for approval.

11. Minutes

There are no changes to the minutes.

Council Member Hansen 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.

12. Adjourn

Chairman Brady adjourned the meeting at 7:42pm.

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 April, 2023

Justin Brady, City Council Chair

**Tooele City Council
Meeting Minutes**

Date: Monday, March 27, 2023

Time: 7:00 p.m.

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

City Council Members Present:

Justin Brady, Chair

Ed Hansen

Maresa Manzione

Tony Graf

Dave McCall

City Employees Present:

Mayor Debbie Winn

Jamie Grandpre, Public Works Director

Paul Hansen, Engineer

Shannon Wimmer, Finance Director

Minutes prepared by Michelle Pitt

1. Open City Council Meeting

Chairman Brady called the meeting to order at 7:01 p.m.

2. Roll Call

Ed Hansen, Present

Maresa Manzione, Present

Justin Brady, Present

Tony Graf, arrived at 7:22 p.m., and present by cell phone until then

Dave McCall

3. Closed Meeting to Discuss Potential Litigation, Property Acquisition and/or Personnel

Those in attendance during the closed meeting: Council Member Graf, Council Member Hansen, Council Member Manzione, Council Member McCall, Chairman Brady, Mayor Debbie Winn, Paul Hansen, Shannon Wimmer, and Jamie Grandpre.

Chairman Brady excused City staff in order to discuss a personnel matter at 7:45 p.m.

Those in attendance during the personnel closed meeting: Mayor Debbie Winn, Council Member Graf, Council Member Hansen, Council Member Manzione, Council Member McCall, and Chairman Brady.

No minutes were taken during the closed meetings.

4. **Adjourn**

Chairman Brady adjourned the meeting at 8:37 p.m.

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

Approved this 5th day of April, 2023

Justin Brady, Tooele City Council Chair