



## Council Work Meeting Minutes

September 19, 2023

Council Chambers

03:30 PM

### 1. Call to Order

Chairman Jared Hamner called the Council Work Meeting to order at 03:30 PM. The time, place, and agenda of the meeting had been provided to the Tooele Transcript Bulletin and to each member of the governing body by posting the notice and agenda at least two days before on the Tooele County website and emailing them a link.

### 2. Roll Call

Council Member Roll call as follows:

Jared Hamner: Present

Kendall Thomas: Present

Scott Wardle: Present

Tye Hoffmann: Present

Erik Stromberg: Present

Also, present were Scott Broadhead- Attorney, Andy Welch- County Manager, Brittany Lopez- Assistant County Manager, and Nikki Rash- Chief Deputy Clerk.

Staff in attendance were Nathan Harris- Deputy Attorney, Alison McCoy- Auditor, Jake Parkinson- Assessor, Tracy Shaw- Clerk, Corey Bullock- Parks & Rec Director, Jason Sparks- Facilities Director, Bucky Whitehouse- EOC Director, Adam Sadler- HR Director, Jed Bell- Roads Director, Rachelle Custer- Community Development Director, Jerry Houghton- Recorder, Cari Mausling- Auditor's Office, Rachael Cowan- CJC Director, Nickole Brown- USU Extension, Gary Dalton- Human Services, Scott Persons- IT Director, Jamie Zwerin- Health Dept, Colin Winchester, Deputy Attorney, Beckie Boekweg- EOC, Jerry Caldwell- Weeds and Mike Jensen- Treasurer  
Guests included Tim Gillie- Transcript Bulletin

### 3. Presentations

#### A. Council Budget Discussion, Jared Hamner (3:30-4:00)

The County Council would like to discuss their 2024 budget goals and request.

Alison McCoy, Auditor, presented the Council budget.

The Council went through line items, discussed amounts and adjusted accordingly.

Chairman Jared Hamner asked about salary increases and if they were due to COLA (cost of living adjustment). Auditor McCoy presented a salary worksheet and stated that she did not include Council Member Hoffmann as he has not accepted raises in the past.

Council Member Erik Stromberg asked about benefits. Auditor McCoy replied that the benefits worksheet is presented based on previous selections. There is a buffer to account for any Council Members who decide to change their selections.

Council Member Tye Hoffmann asked about where the county is year to date on materials and supplies. Auditor McCoy replied there is not a year to date, but she gave them examples for the past years' budgets to compare. Council Member Scott Wardle asked what materials and supplies were covered. Brittany Lopez, Assistant County Manager, advised that it covers office supplies, office furniture, iPads, laptops, snacks, anything that the council needs. The consensus was to fund the materials and supplies line at \$10,000 and agreed to revisit later if

needed.

The Council discussed travel. Auditor McCoy discussed each estimate per person per conference. The consensus was to fund the travel and training line at \$40,000 and then reevaluate.

Chairman Jared Hamner advised that the Council would like to get another council vehicle. Auditor McCoy stated that \$40,000 is the typical budget for a new vehicle.

The Council discussed moving the Chamber of Commerce line into General Administration. Council Member Scott Wardle advised that it needs to be clear that the Council would still need to maintain control of those funds. Council Member Kendall Thomas feels that it should stay in the Council budget. Auditor McCoy suggested a policy change in the personnel policy to remedy this issue.

Chairman Jared Hamner asked about communications and public relations. Assistant County Manager Lopez explained the difference between donations and public relations. She stated the donations are for school ads or the fall ads. Public relations are events like the CJC (Children's Justice Center) dinner. Donations are for giving funds and public relations are events that the council is involved in.

Auditor McCoy advised the State Government Relations tab on the budget worksheet is for a lobbyist. Council Member Scott Wardle feels that upcoming legislative sessions are going to be hard, and Tooele County will need to have someone fighting for us.

Council Member Tye Hoffmann feels that awards and recognition line should not be increased.

## **B. Department Budget Presentations, Alison McCoy (4:00-6:30)**

Each County Department will present a budget request for 2024 to the County Council.

### **Minutes Attachments**

#### **1. Dept Budget Presentations.pdf**

Corey Bullock- Parks & Recreation. He is asking for three new staff members, proposing increasing fees for canyons and campground costs to help offset the costs of new staff. He reviewed the areas where he's asking for increases. Council Member Tye Hoffmann asked about marketing and how much additional revenue is expected with more marketing. Director Bullock advised it is hard to say. Council Member Scott Wardle asked about trail paving. Council Member Kendall Thomas asked about signage around Ophir. Director Bullock stated he is ready to print signage.

Rachael Cowan- Childrens Justice Center. She stated they no longer have the VOCA (victims of crime act assistant) grant, but that money was made up by the AG's (Utah Attorney General) office. The money coming in from AG's office went up in July 2024. She is requesting additional compensation for a cleaning person, an increase in phone stipend, and asking that cameras be added to inside and outside of building. She stated that county funds would cover benefits, phones, utilities, and a cleaning person. All other expenses would be covered by the State. She is considering bringing a part-time person up to full time. Council Member Tye Hoffmann asked about custodial persons in different buildings, asking if services can it be reconstructed to save money across multiple buildings. Andy Welch, County Manager, stated that is something that can be assessed later.

Mike Jensen-Treasurer. He is asking for a \$900 increase department wide for 2024. He is adding one conference into the travel budget.

Rachelle Custer- Community Development Director. She is presenting the Community Development, GIS, Economic Development and Capital Projects budget. She is asking for one employee in Community Development to be a seasonal code enforcement officer. In GIS she is asking for a GIS analyst which will allow that department and its services to grow. In Economic Development she is asking for an increase of \$24,000. The Economic Development budget is fluid because State grants received typical fall in a different fiscal period. In Capital Projects, Tooele County has the funding for Tom's Lane and Burmester Road from the Federal Government. Council Member Erik Stromberg asked about grants. Auditor McCoy suggested the option of setting aside funds for matching grants to allow the county to chase more grants.

Jed Bell- Roads Director. He stated he added some funds to salaries to offer a raise to one employee. He discussed upcoming projects and equipment purchases and expected costs. He stated he budgeted funds to match the Ibapah grant.

Nickole Brow- Utah State University Extension. She stated there is an increase for supplies, travel, training, professional services, demonstration garden, and equipment. She stated they would like to purchase a new vehicle and printer.

Jerry Houghton- Recorder/Surveyor. The budget was presented by intern Bergen Johnson. She went over the needs of the Recorder's Office including equipment and special projects. The Surveyor's Office is asking for a 10-hour part-time no benefit surveyor and grants. Council Member Tye Hoffmann asked about GIS training costs and if that would be shared with Community Development. Recorder Houghton stated the costs are not shared as the offices use GIS for different functions.

Gary Dalton- Human Services. He stated he is satisfied with the recommended budget that the Auditor's office put together. There are changes which include an increase to Medicaid match, behavioral health, opioid settlement funds, and family assistance receiving center. He would like to establish a restricted account. The State has asked that a strategic plan be put in place for homelessness. Council Member Scott Warlde asked about the Receiving Center. Director Dalton explained the Receiving Center will help displaced families due to fire, crisis, etc. Council Member Scott Wardle asked about a master plan, Gary replied yes.

Tracy Shaw- Clerk. She presented Clerk and Election budgets. She stated the Election budget is increasing as a presidential election year is upcoming. She is planning on opening an in person voting center in Stansbury Park for 2024. Leftover funds in the Clerk 2023 budget will be rolled into 2024 election budget to purchase new election equipment. For the Clerk side of the budget, she is decreasing professional services. She would like to partner with a new vendor to make historical election information easily accessible to the public.

Jason Sparks- Facilities Director. He stated his budget is the same as 2023. He is adding materials back into the budget to cover cleaning supplies. He stated that improvements will include flooring in the Admin Building. He would like to do a building maintenance study to provide an ongoing maintenance plan. He stated the plumbing and sewer lines will need to be replaced for the Admin Building. He would also like to get two new trucks with plows for the Health Department and Senior Center parking lot. He is hoping to repurpose the old jail into a shop.

Jake Parkinson- Assessor. He stated salaries must be budgeted high in case appraisers' advance licenses.

Adam Sadler- Human Resources. He is satisfied with his proposed budget. He went over each line-item. He would like to increase travel so his staff would be able to attend more conferences. His office is also in need of a new laptop and desk.

Wayne Anderton- Solid Waste. He stated that the salary budget and equipment budget is increasing. He is also carrying over the water well project from 2023 budget.

10-minute break taken at 5:19pm. The meeting resumed at 5:30 pm.

Brad Gillies- Health Department. He went over all eight health department budgets. Overall budget increase is \$240,000. He reviewed expected expenses and revenues and projects for 2024.

Tracy Beckett- Aging & Transportation. She discussed the new Meals on Wheels truck that has already been approved. She stated there is a new contract for home delivery meals and is asking for a half-time home delivery driver. Aging projects include a new air conditioning unit at the Senior Center and parking lot improvements. The transportation budget has decreased. Council Member Scott Wardle asked for a projection on the Meals on Wheels increases. Jamie Zwerin explained that a 10-year projection has already been put together and will send it to the

Council.

Scott Broadhead- Attorney. He is presenting Public Defender and CJCC (Criminal Justice Coordinating Councils). He stated the Attorney budget is the same as 2023. Caseloads are increasing by 20%. For district and juvenile court budgets, district is up while juvenile is down. Public defender is the same as 2023 except for the COLA increase and there is an increase for materials. CJCC is a new department, so the budget is an estimate. Attorney Broadhead introduced Dallin Littlefield who is Director of the CJCC.

Jerry Caldwell- Weeds. He stated that materials and equipment are increasing as his department needs a new laptop and mower.

Scott Persons- Information Technology. He stated that he is looking into expanding training into AI (artificial intelligence) and cloud environments. The County also needs to create a disaster recovery plan. He stated that his department restructured a firewall network which brings costs down by 10%. Council Member Erik Stromberg asked about replacing laptops and computers every five to seven years, wondering if they really need to be replaced that soon. He asked about warranties coming due and if that is why that replacement during this time frame is encouraged. Director Persons advised it is a case-by-case basis depending on the usage and job and what the computer is being used for. Council Member Scott Wardle asked Director Persons to create a plan or strategy with how to deal with AI. He doesn't want the county to get left behind. Director Persons stated the State is coming out with AI guidelines that will be offered soon.

Bucky Whitehouse- Emergency Operations Center. He highlighted what his department's needs are. He went over Fire Services, Emergency Management, and Communication. The South Rim Fire Station will go into next year. A new item this year is to improve fire training. He would like to add radio system repeaters in Middle and Ophir Canyon and do some public safety radio system upgrades.

Brittany Lopez- Assistant County Manager. She stated the Manager's office would like to get an intern again in 2024. Council Member Scott Wardle asked if a second intern is needed to be brought in to help with all the big projects that are forthcoming. County Manager Andy Welch stated that next year will be a busy year. Council Member Kendall Thomas asked if there are any construction managers. Manager Welch replied yes. Council Member Scott Wardle stated that as the county changes as an organization, the burden will be felt down the line, and it is vital that the departments have the ability to manage the burden. We need to make sure we have the correct expectations of the employees.

Alison McCoy- Auditor, presented the Justice Court, Airport, Sheriff, and Auditor budgets. The Justice Court is asking for an increase in materials and professional services. The Airport is projecting a loss at the airport. Most projects from last year will be carried over. The Sheriff manages the Jail, Search and Rescue, Dispatch, and Patrol. The Jail needs a new van. Dispatch needs a software update. Patrol is replacing five cars and is proposing putting money aside for a training center for patrol deputies.

Auditor McCoy stated that her office she would like to recategorize positions in her office.

#### 4. Resolutions/Ordinances

##### A. Amending (Increasing) the 2023 Budget, Alison McCoy

###### Resolution 28

General Fund by \$20,868

Agenda Attachments

1. Res 2023-28.pdf

Alison McCoy, Auditor, reviewed the budget adjustments. She stated they are all grant based; the first one for just over \$9,800 is for EOC radios, the next one for just over \$2,000 is also for the EOC for their homeland security grant, and the last for \$9,000 is for the Weeds department. This item is moved to the Business Meeting.

**B. Ratifying the Creation of the Oquirrh Point Public Infrastructure Districts and Approving an Indemnification Agreement with the 4 PID's, Nathan Harris**

**Resolution 26**

Erda City created four public infrastructure districts (PIDs) for the Oquirrh Point development. The PIDs intend to issue bonds to fund infrastructure. The County Council is being asked to pass a resolution stating that if Erda City is disincorporated, the County will honor the PIDs created by Erda City.

Agenda Attachments

1. Res 2023-26.pdf
2. Res 2023-26 - Indemnification Agreement.pdf

Nathan Harris, Deputy Attorney, presented Resolution 2023-26, which proposes to ratify the 4 Erda PID's (Public Infrastructure Districts). If Erda were to dis-incorporate, Tooele County would take over the PIDs; the request is that if Erda dis-incorporated, the County would honor the PID's as they are organized. Indemnification Agreements were presented as well.

Council Member Erik Stromberg asked for clarification, stating that his understanding is that even if the County refused to move forward with this proposed Resolution, the PIDs would still exist. He questioned why the County is even doing this. He presented his argument.

This item is moved to the Business Meeting.

**C. Amending the Policy Governing the Application and Review Process for Proposed Public Infrastructure Districts in Tooele County, Colin Winchester**

**Resolution 27**

This proposed resolution would amend the policy governing PIDs by addressing the County's lack of any role in the collection and enforcement of taxes, fees and assessments imposed by public infrastructure districts.

Agenda Attachments

1. Res 2023-27.pdf

Nathan Harris, Deputy Attorney, presented Resolution 2023-27. The purpose of this amendment is to codify that the County would not collect any taxes, fees or assessments imposed by a PID, so in the event the 4 Erda PIDs did come under the county, this would make it so the County is under no obligation to collect fees.

This item is moved to the Business Meeting.

**D. Rezoning 82.18 Acres from RR-5 to M-G, Trish Duclos**

**Ordinance 18**

Rex Hale is requesting a rezone on two parcels, totaling 82.18 acres in size, near the Tooele County Landfill, from RR-5 to M-G (Parcels 06-008-0-0035 and 06-008-0-0024). The Tooele County Planning Commission is unanimously in favor of the rezone.

Agenda Attachments

1. Ord 2023-18.pdf

Rachelle Custer, Community Development Director, presented this item. The applicant recently rezoned another parcel in the same area and wants to rezone the remaining land to the same.

This item is moved to the Business Meeting.

**E. Rezoning 322.50 Acres from MU-40 to M-G and MG-EX, Trish Duclos**

**Ordinance 19**

Randy Hunt is requesting a rezone on two parcels, totaling 322.50 acres in size, off Old Bauer Road and just west of the Tooele County Landfill, from MU-40 to M-G (Parcel 06-017-B-0040, 222.50

acres) and MU-40 to MG-EX (Parcel 06-017-B-0041, 100 acres). The Tooele County Planning Commission is unanimously in favor of the rezone.

Agenda Attachments

1. Ord 2023-19.pdf

Rachelle Custer, Community Development Director, presented this item. She stated the applicant is asking to rezone this parcel to MG and MG-EX to become cohesive with the surrounding area. Council Member Tye Hoffmann asked what MG-EX stands for. Director Custer stated it stands for excavating and is just a rezone at this time, not starting the operation of a gravel pit. Council Member Kendall Thomas expressed concern about this item. This item is moved to the Business Meeting.

## 5. Contracts

### A. Replacement Walking Floor Trailer for Solid Waste, Wayne Anderton

This is a new walking floor trailer to replace a trailer that was damaged in July. The insurance totaled the damaged trailer, we have received payment for the damaged trailer from the insurance. A line item transfer was approved in a previous council meeting to make up the difference from the insurance payout. These trailers are essential to the operation of the solid waste department and our ability to move residential garbage from the transfer station to Wasatch Regional class 1 landfill.

Agenda Attachments

1. Leak Proof Live Floor Trailer 2024.pdf
2. Non-Leak Proof Live Floor Trailer 2024.pdf

Wayne Anderton, Solid Waste Director, presented this item. He stated that insurance has paid out on the totaled walking floor trailer. The budget adjustment has already been completed and this is the contract to purchase the replacement trailer.

This item is moved to the Business Meeting.

### B. 2023 Memorandum between Tooele County and Settlement Canyon Irrigation Company, Corey Bullock

MOU between Settlement Canyon Irrigation and Tooele County. Settlement Canyon Irrigation permits the County to build and maintain the new Settlement Canyon trail. Located on Settlement Canyon property.

Agenda Attachments

1. 2023 09 19 MOU Settlement Canyon Irrigation.pdf

Brittney Lopez, Assistant County Manager, presented this item, stating this agreement is to build the Settlement Canyon Trail.

This item is moved to the Business Meeting.

### C. Proposed Contract for Burmester Road Improvement F-R299- UDOT/ Jones & DeMille, Rachelle Custer

Proposed contract for reconstruction engineering services for Jones & DeMille Engineering, Inc. for the Burmester Road Improvement project.

Agenda Attachments

1. Jones & DeMille Contract Agenda Summary.pdf

Rachelle Custer, Community Development Director, presented this item, stating this is a contract between Tooele County, UDOT and Jones & DeMille for the pre-construction engineering for the Burmester Road improvement.

This item is moved to the Business Meeting.

### D. Juvenile Court Legal Defender Agreements, Scott Broadhead

There is an open full legal defender contract for parental defense in the Juvenile Court. Michelle

Robison of MBR Law Office, PLLC has had a partial contract but would like to now have the open full contract instead. Caldwell Law Group, PLLC has agreed to take over the partial contract.

Agenda Attachments

1. Juvenile Court Public Defender Agreement - Michelle Robison.pdf
2. Juvenile Court Public Defender Agreement - Caldwell Law Group.pdf

Scott Broadhead, Attorney, presented this item, stating that when Nathan Harris took the Deputy Attorney position, his vacated contract opened up. An Attorney who has an existing partial contract is going to take the vacated full contract, and then Caldwell Law will step in to fill the vacated partial contract.

This item is moved to the Business Meeting

**E. Great Western Recreation for Playground at Deseret Peak, Corey Bullock**

The county sent out an RFP for the new playground at Deseret Peak. Five responses were received. The selection committee chose Great Western Installations, Inc. Great Western had the highest score and was the lowest bidder.

Agenda Attachments

1. Summary Score Sheet- Playground.pdf
2. Agreement 2023 09 19- Playground.pdf

Brittney Lopez, County Manager, presented this item, stating this is a contract with Great Western Installations to build a destination playground at Deseret Peak.

This item is moved to the Business Meeting.

**F. Contract with Western Valley for Stucco Repairs on Administration Building, Jason Sparks**

An RFP for the budgeted stucco project was issued, and we received two responses. Western Valley emerged as the most qualified candidate. Pending approval, we anticipate project completion by mid-October. The total amount for the project is \$198,250.

Agenda Attachments

1. Summary Score Sheet.pdf
2. Signed Western Valley Concrete & Stucco Contract (partial execution).pdf

Jason Sparks, Facilities Director, presented this item, stating this contract is for Western Valley to install stucco on the County Admin Building.

This item is moved to the Business Meeting.

**6. Discussion Items**

**A. Proposed Sale of Parcels on Southeast Corner of Main Street and Vine Street, Nathan Harris**

**NOTICE OF PROPOSED SALE OF SURPLUS REAL PROPERTY AND NOTICE OF PUBLIC HEARING**

Tooele County proposes to sell several parcels of real property that have previously been designated as surplus by the Tooele County Council. The parcels are located on the southeast corner of Main Street and Vine Street in Tooele City. The parcel numbers are 02-027-0-0009, 02-027-0-0010, 02-027-0-0011, 02-027-0-0013, 02-027-0-0015, 02-027-0-0016, 02-026-0-0017, 02-027-0-0018 and 02-026-0-0019. The proposed purchaser is GSB Investments LLC of Draper, Utah. The proposed purchase price is \$1,500,000.

Agenda Attachments

1. process.pdf

Nathan Harris, Deputy Attorney, and Alison McCoy, Auditor, presented this item. Auditor McCoy stated the Main Street parcels have been sold. The County must disclose publicly, and a public hearing must be opened on the October 10<sup>th</sup> Business Meeting. GSB Investments LLC is the proposed purchaser. Council Member Scott Wardle confirmed that the 3 parking spaces used by Mountain Land Physical Therapy were not part of the sale.

This item is moved to the Business Meeting on October 10th.

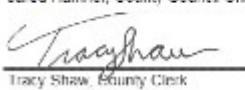
**7. Adjournment- Closed Session if needed**

Council Member Erik Stromberg motioned to adjourn at 6:48 pm and re-convene in the Business Meeting at 7:10 pm. All in favor.

THE FOREGOING MINUTES ARE APPROVED:



Jared Hamner, County Council Chairman



Tracy Shaw, County Clerk



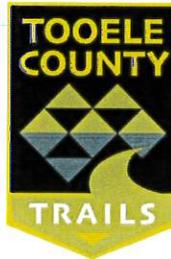
Tracy Shaw, County Clerk



# TOOELE COUNTY

---

## Parks & Recreation



The Tooele County Parks and Recreation 2024 budget proposal incorporates the goals of the County Council by striving to conscientiously spend allocated monies to protect and improve assets as well as increase services and recreational opportunities to enhance the quality of life for our citizens.

Additionally, the Parks and Recreation 2024 budget proposal aligns with the mission statement, vision, and motto of Tooele County Parks and Recreation and accomplishes the goals of the County Council.

### Parks and Recreation Mission Statement:

*To provide safe, well-maintained, and welcoming recreational facilities, trails, and open space, ensuring usability when desired, while promoting a healthier quality of life; preserving historic resources and open space for current and future use; and expanding affordable and diverse recreational opportunities for people of all ages to play, explore, and build community.*

### Parks and Recreation Motto – Ready To ... Play!

Our motto hearkens back to our mission statement of safe, expanded, well-maintained, affordable, diverse recreation facilities and opportunities.

- The word “Ready To” represents an open invitation to come and enjoy the great parks and recreation experiences already available. It’s also a reminder of our responsibility, as stewards of parks and recreation, to make our facilities safe and usable.
- The “ellipsis” indicates the myriad of diverse opportunities to recreate in Tooele County. Essentially, the possibilities are almost endless-like our trail systems.
- “Play!” indicates the need for a high-quality recreational experience and of course a constant reminder for all to get out and “play” in the world-class recreational opportunities we have in our county.

***Ready To ... Play!***

## 2024 Proposed Budget

The Tooele County Parks and Recreation budget is based on the Council's goals and the Parks and Recreation mission and objectives.

The proposed 2024 Parks and Recreation budget is an increase over the 2023 budget. Increases are based on achieving desired goals and outcomes. The 2024 Parks and Recreation budget does consider the public money coming to Deseret Peak through the bond and county savings. The projects associated with the master plan are not included in this budget or presentation.

### Personnel Request

- P&R is proposing three more full-time staff; two at Deseret Peak and one to better serve our trails and canyons, particularly, with the addition of the Settlement Canyon Trail and the coming addition of the Diamond Back Mountain Bike Trail.
  - Trail and Canyons Supervisor – A supervisor to oversee the trails coordinator and seasonal staff working in our toll booths and canyons.
    - With the addition of the Settlement Canyon Trail and Diamond Back Trail and the completion and implementation of the Oquirrh Mountain Master Plan, additional trail/canyon staff is necessary to maintain and raise our level of service.
    - Trails/Canyons are our most popular recreation amenity. It is also our most underserviced. A recent survey, which was conducted as part of the Oquirrh Trails Master Plan, indicates a desire, and need to provide and maintain our trails (select survey results included in addendum C):
      - Over 95% surveyed strongly agreed or agreed access to public trails is very important.
      - Over 95% surveyed strongly agreed or agreed creating and maintaining trails and trail facilities is a good use of public resources.
      - Over 65% surveyed agreed more maintenance and wayfinding are needed along trails.
    - PR is proposing raising the camping fees in our canyons to help offset this cost; as well as bring them in line with camping fees throughout the state. Below is the proposed increase. A full breakdown is included in addendum A & B.
  - Senior Maintenance Specialists at Deseret Peak
    - As the masterplan is implemented and the complex grows additional staff will be required to ensure the Peak is *Ready to ... Play!* PR is requesting an additional maintenance staff in 2024. The primary reason is to maintain and service the motocross track. We opened the track in 2023 for open rides and events and the response has been overwhelming. Currently, we open the track a couple of times a month for two days. Patrons are requesting it be opened weekly for three or four days.

- To accommodate this request more maintenance time needs to be spent to ensure a safe usable asset for the public.
- The demand for motocross and arena cross has increased our revenue intake. This revenue can help offset the cost of the additional FTE.

- Custodian at Deseret Peak

- PR is requesting a full-time custodian to help maintain and clean the facilities. Deseret Peak has seven sets of restrooms with between 6 and 10 stalls each plus showers, a conference center, a lobby area, ticket offices, a pavilion, kitchen areas, and other amenities that need to be cleaned and maintained for rentals, events, and show. Currently, maintenance handles the custodial work. A full-time custodian will allow maintenance to be more efficient and allow the Peak to provide a higher level of service.

- Costs and benefits for the three additional staff have been vetted by HR and the Auditors.

### **Operations Request**

- In 2023, six full-time maintenance staff were hired. This is greatly appreciated and has produced significant dividends at Deseret Peak. It is important to note that hiring six new people also requires, new tools, more wear and tear on equipment, and the ability to accomplish more projects subsequently requiring more resources. I have considered this in preparing my budget and adjusted where I felt it was needed.
- Parks and Recreation's operational requests have followed the Auditor's recommendations and its request has decreased slightly from 2023, mostly due to two different grants (Settlement Canyon and Mid-Valley Trail) expiring.
  - It is worth pointing out that PR's budget projection by the Auditor is affected by only two years of history under its current system.
  - As the master plan is implemented, PR's operations budget request will need to grow.
- A full breakdown of PR's operational budget is available on the budget spreadsheet provided by the Auditor.

### **Capital Requests**

- Capital requests, again, follow the same principles as the proposed budget. The requests will expand services, significantly, and ensure proper, well-maintained assets. Requests include monies for:
  - Trail signage and expansion according to Oquirrh Mountain Master Plan
  - Improvements to camping and canyon assets.
  - Equipment for new staff helping to accomplish the goals and objectives outlined.

PROJECT	REPLACEMENT/NEW	COST	POSSIBLE FUNDING SOURCE
<b>CAPITAL MAINTENANCE</b>			
Air conditioning and controls at the Peak	Replacement	\$120,000	Tourism
Security Cameras at Toll Booths	New	\$35,000	Tourism
Fix/Upgrade watering system at MX track at the Peak	Replacement/Repair	\$15,000	Tourism
Pavilion at Legion Park – Settlement Canyon (Will apply for a grant for this)	New	\$35,000	Impact Fees
Re-stain the water wheel and buildings at Grist Mill	Repair	\$60,000	Impact Fees
Trail Signage	Replacement	\$50,000	Trail Money/Tourism
	TOTAL	\$315,000	
<b>CAPITAL EQUIPMENT</b>			
¾ Ton Pickup Truck	Replacement	\$60,000	Capital
1 Ton Pickup Truck with Plow	Replacement	\$75,000	Capital
(2) ½ Ton Pickup Trucks -	New (new employees)	\$100,000	Capital
Water Truck	Replacement	\$180,000	Capital
Utility Tractor	New	\$60,000	Capital
Wheeler Rental	On Going	\$15,000	Capital
Floor Scrubber	Replacement	\$30,000	Capital
	TOTAL	\$520,000	
<b>ROLL OVER from 2023</b>			
Diamond Back Mountain Bike Trail	Roll Over	\$250,000	Tourism
Landscape Design	Roll Over	\$145,000	General
Master Plan	Roll Over	\$4,800,000	General
Trail Signage	Roll Over	\$9,000	General
Pool Fix Monies	Roll Over	\$500,000	General

## 2024 Proposed County Fair Budget

Tooele County Parks and Recreation is proposing a continuation of the fair in 2024.

In years past the Demolition Derby, the biggest draw at the County Fair, has relied on money from the tourism tax to operate. This has been appreciated; however, this has also limited the growth of the fair as



the funding from tourism has been loaned to the county fair with the anticipation that it will be paid back.

Our proposal is for the fair budget to be moved into a revolving account and allow revenues, sponsorships, and donations to build over the years helping to offset the subsidy.

## **Conclusion**

I am confident the proposed 2024 Parks and Recreation Budget will set us in the right direction to ensure that Tooele County is *Ready To ... Play!* Thank you for your time and attention in the budget process. I know it is a lot of effort.

Most importantly, I want to thank you on behalf of the thousands of people who played softball or soccer, roped cows, ridden bulls, camped, enjoyed concerts, swam at our pool, soared through the air on motorcycles or BMX bikes, quietly walked through the past at Benson Grist Mill and/or spent hours and hours hiking or riding our extensive trails systems. None of that would be possible without your support, and the support of the County Managers. Thank you!



## ADDENDUM A - Canyons Revenue Proposal and Projection

### Day Passes

- 2022 revenue numbers are used because it is the most recent full-year accounting we have.
- Due to the way revenue is collected it is hard to precisely project revenue e.g., day passes, and canyon passes are grouped together as one revenue line item.
- To explore revenue projections, this table takes the 2022 revenue and divides it by \$3 (current price of a day pass) to acquire the 2022 # of passes sold. The # of passes sold is then multiplied by \$5 (projected price of a day pass) to get the projected 2024 revenue. Season passes are not considered.

DAY PASSES	2022 Revenue	2022 # of Passes	2024 Projected Revenue	Difference
Settlement Canyon	\$36,436	12,145	\$60,725	\$24,289
Middle Canyon	\$42,726	14,242	\$71,210	\$28,484
<b>TOTAL</b>	<b>\$79,162</b>	<b>26,387</b>	<b>\$131,935</b>	<b>\$52,773</b>

### Camping Fees

- 2022 revenue numbers are used because it is the most recent full-year accounting we have.
- All camping fees are collected into one revenue line item making it difficult to break out the full hook-up, electric-only, and dry camping fees separately.
- Settlement Canyon is the only location we offer full hook-up, electric-only, and dry camping. The other three locations are dry camping only.
- To explore revenue projections, this table takes the 2022 revenue in Settlement Canyon ONLY and divides it by the average \$30, \$20, & \$15 (current price of camping passes) to acquire the 2022 # of passes sold. The # of passes sold is then multiplied by the average of \$40, \$30, and \$20 (projected price of camping passes in settlement) to get the projected 2024 revenue.
- Middle, Ophir, and Grantsville only have dry camping. Camping days are calculated by taking 2022 revenue and dividing it by 15. Projected revenue for 2024 is calculated by taking # of camping days and multiplying it by 20.

CAMPING FEES	2022 Revenue	Average 2022 # of Camping Days	2024 Projected Revenue	Difference
Settlement Canyon	\$52,185	2,372	\$71,160	\$18,975
Middle Canyon	\$22,539	1,503	\$30,060	\$7,521
Ophir Canyon	\$6,174	412	\$8,240	\$2,066
Grantsville Reservoir	\$12,032	802	\$16,040	\$4,008
<b>TOTAL</b>	<b>\$92,930</b>	<b>5,089</b>	<b>\$125,500</b>	<b>\$32,570</b>

## ADDENDUM B – Utah State Camping Fees

Below is an analysis of camping fees at Utah State Campgrounds:

- Understanding that campsites vary in popularity and amenities, our current rate of \$30 a night for full hook-ups and \$20 a night for electrical is on the very low end. The average of some type of hookup from the state park campgrounds is around \$55.
- Even our dry camping fee is very low - \$15.
- Based on this analysis, we are recommending the rate raises proposed.

<b>State Park</b>	<b>Hookups</b>	<b>Fee (per night)</b>
Antelope Island	No	\$30
	Yes- water/ electrical	\$40
	Yes- Full, Peak	\$40 (Resident) \$45 (Non-Resident)
Bear Lake	-	\$35 (Resident)
	Yes- Full, Regular	\$40 (Non-Resident)
Coral Pink Sand Dunes	No	\$25 single \$50 double
	Yes- water/ electrical	\$40
Dead HorsePoint	Yes- electrical	\$50
	Yes- Full (Chokeherry)	\$40-\$50
Deer Creek	No- (Great Horned Owl)	\$30
	Yes- (Fox Den)	\$60
East Canyon	Yes- water/ electrical	\$40
	Yes- Full	\$45
Echo	Yes- water/ electrical	\$40 single \$70 double
Escalante	Yes- water/ electrical	\$30
	Yes- Partial	\$35
	Yes- Full	\$35
Fred Hayes	No- (Castle Rock)	\$20 single \$40 double
Fremont Indian	Yes- Full (Sam Stowe)	\$35
	No	\$45
Goblin Valley		
Great Salt Lake	Yes- water/ electrical	\$35

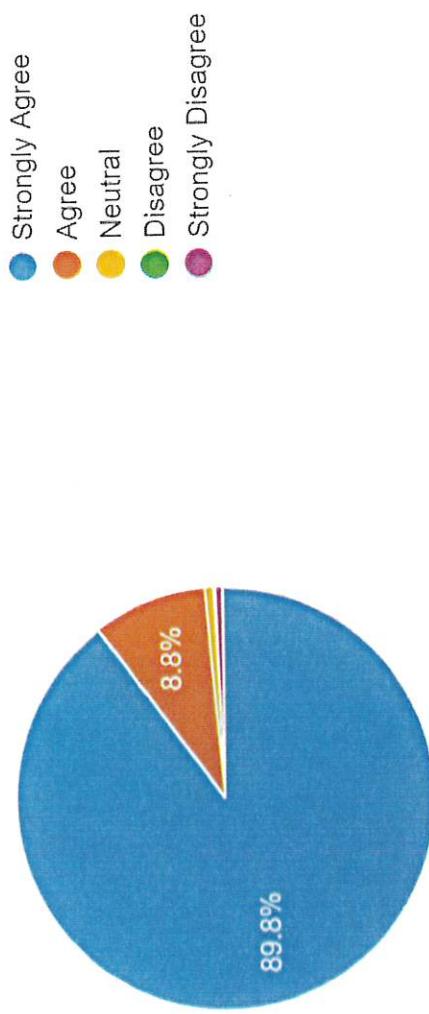
State Park	Hookups	Fee (per night)
Green River	Yes- water/ electrical	\$45
Gunlock	Yes- (didn't mention type)	\$35
Huntington	Yes- water/ electrical	\$30
	Yes- Full	\$33
Hyrum	Yes- water/ electrical	\$40
	No	\$35
Jordanelle	Yes- Full	\$45
	Yes- Partial	\$45
Kodachrome Basin	No- (Basin Campground)	\$25
	Yes- (Basin Campground)	\$35
	No- (Bryce View Campground)	\$25
	Yes- water/ electrical (Arch Campground)	\$35
Millsite	Yes- water/ electrical	\$30
	Yes- electric only	\$25
Otter Creek	Yes- water/ electrical	\$40
	No	\$40
	No- (Arapaen Campground)	\$35 single \$70 double
	Yes- electric only (Arapaen Campground)	\$40 single \$80 double
Palisade	No- (Sanpitch)	\$35 single \$70 double
	Yes- Full (Sanpitch)	Description just said extra \$30
	Yes- Full (Wakara)	\$45 single \$90 double
Quail Creek	Yes- water/ electrical	\$40
Red Fleet	Yes- water/ electrical	\$40
	Yes- Full	Winter fee \$23 or \$26 Summer Fee \$25 or \$28
	Yes- Full (Westside)	\$50
	No- (Sandpit)	\$35
Sand Hollow	Yes- water/ electrical (Sandpit)	\$45
	No- (Sandpit Small Group)	\$75
	Yes- water/ electrical (Sandpit Small Group)	\$100
	No- (Sandpit Large Group)	\$125
	Yes- water/ electrical (Lakeview)	\$45
	Yes- Full (Lakeview)	\$50
Scofield	Yes- water/ electrical	\$30

<b>State Park</b>	<b>Hookups</b>	<b>Fee (per night)</b>
	Yes- Full	\$35
Snow Canyon	No Yes- water/ electrical Yes- Full	\$40 \$45 Winter Fee \$25 Summer Fee \$40
Steinaker	Yes- electric only No	Winter Fee \$25 Summer Fee \$35 Winter Fee \$20 Summer Fee \$25
Utah Lake	Yes- water/ electrical Yes- Full (Cottonwood Loop)	\$40 \$40
Wasatch Mountain	Yes- water/ electrical (Cottonwood Loop) Yes- Full (Mahogany Loop)	\$35 \$40
Willard Bay	Yes- water/ electrical (Oak Hollow Loop) Yes- Full	\$35 \$60
Yuba	Yes- electric only Non-electric sites	\$45 single \$90 double \$40

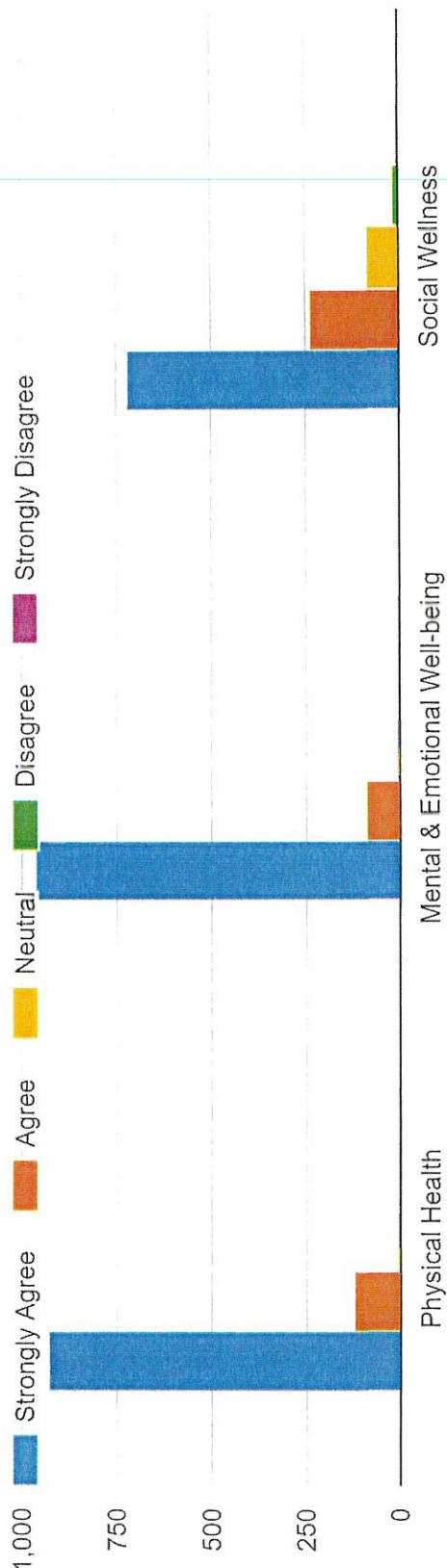
## ADDENDUM C – Utah State Camping Fees

### Oquirrh Mountains Trails Survey Responses

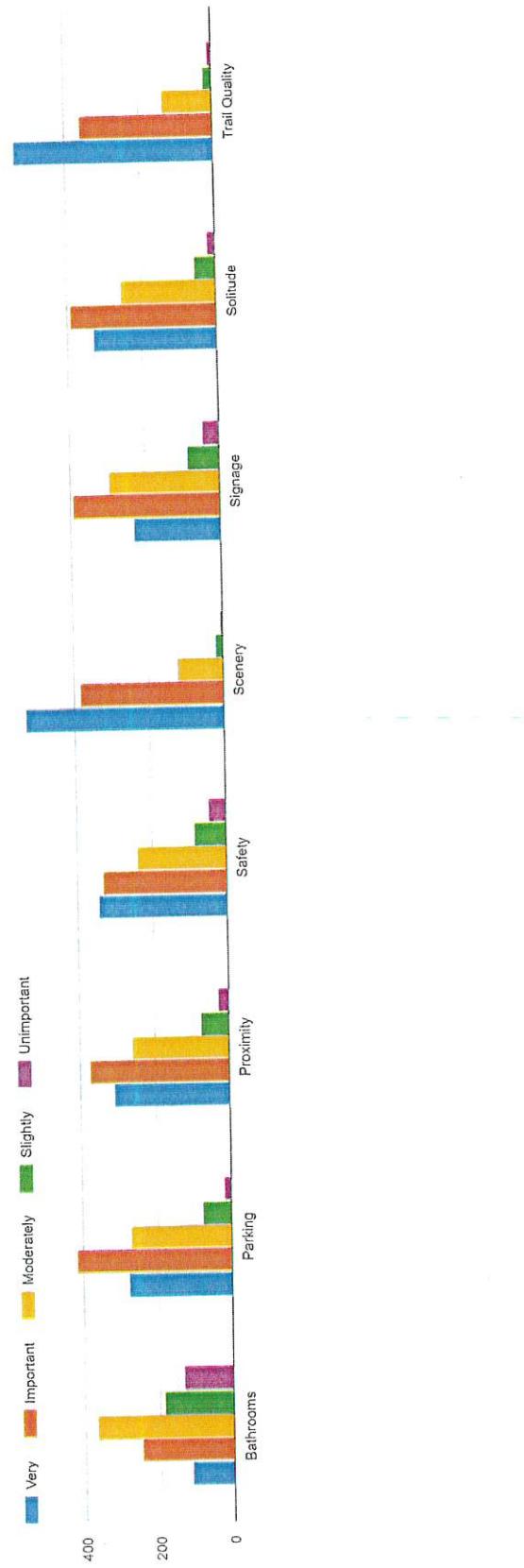
Access to public trails is very important to me  
1,079 responses



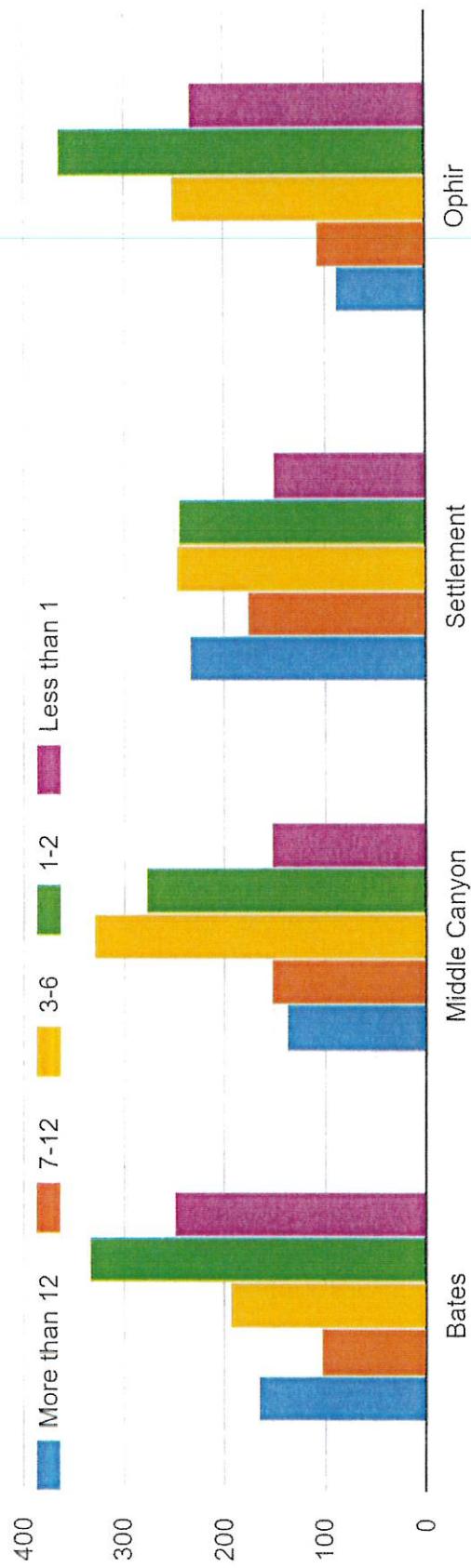
Outdoor recreation is an important part of maintaining or improving my:



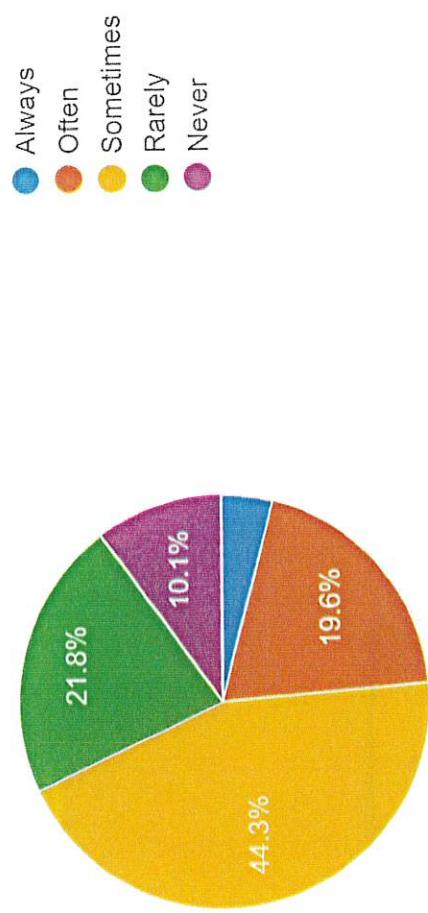
How important are these factors in deciding whether to use a trail?



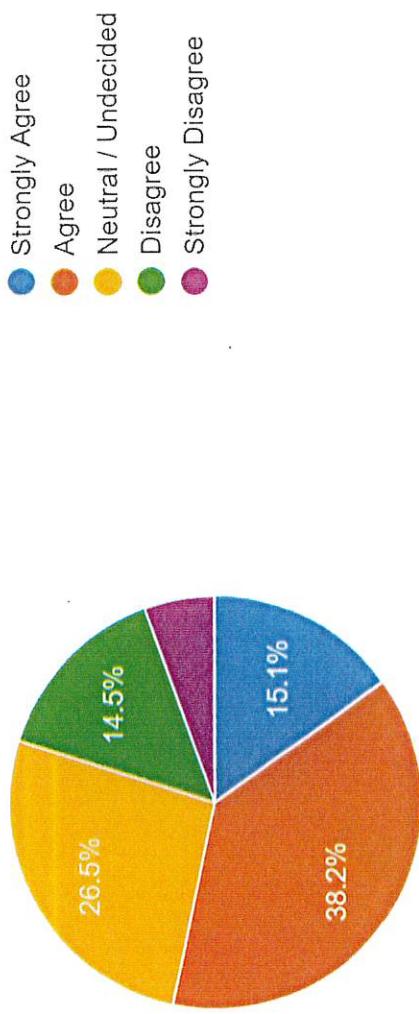
How many times do you visit each of the following areas for recreational purposes per year?



Difficulty wayfinding (hard to know where to go)  
1,049 responses

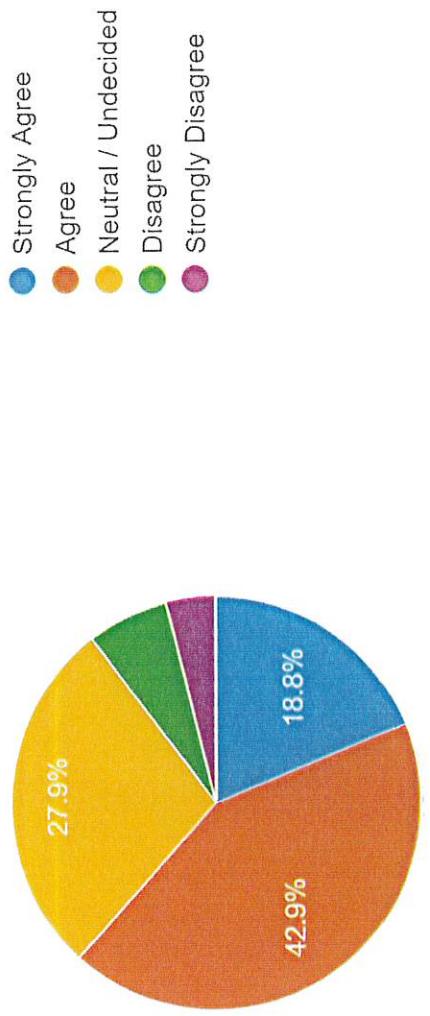


Lack of signage or trail promotion deters me from experiencing new trails  
1,059 responses

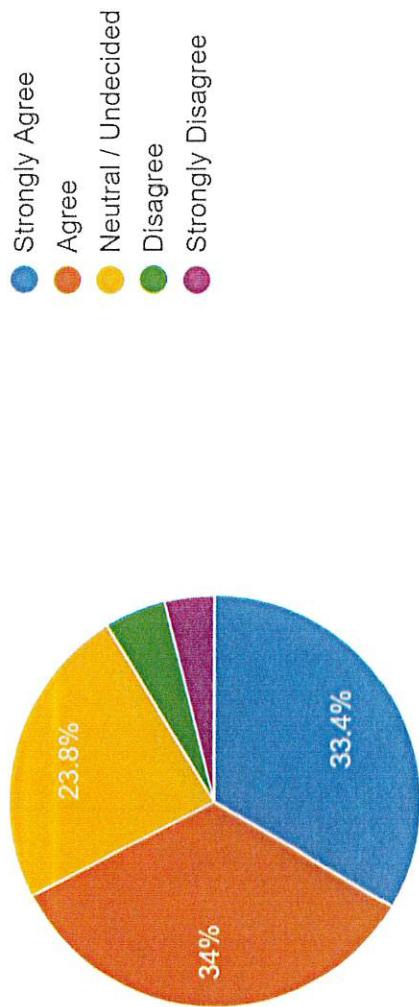


I would like improved vehicular access to trail heads

1,063 responses

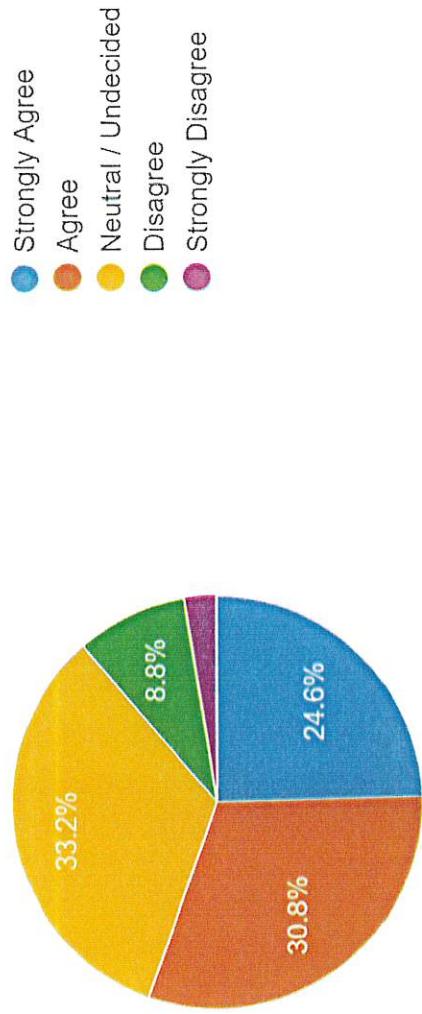


I would like improved multi-use trail (such as bike trail) access to mountain trail heads  
1,065 responses

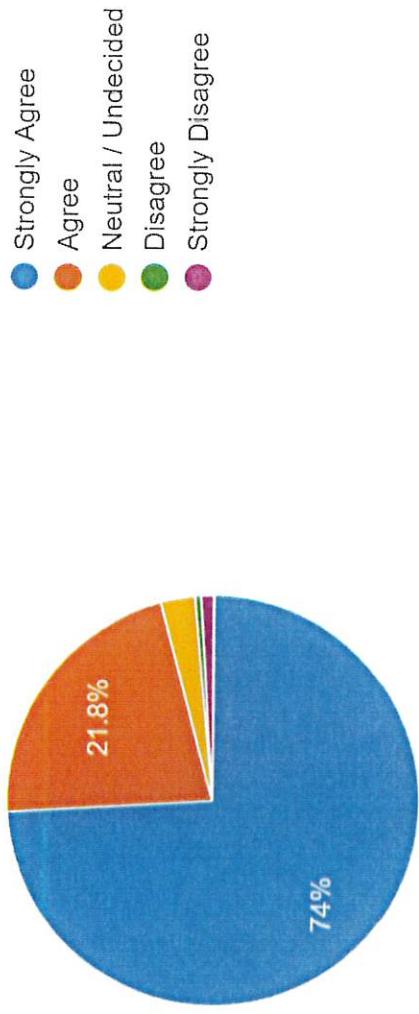


I would like year-round access to trails, such as groomed winter trails

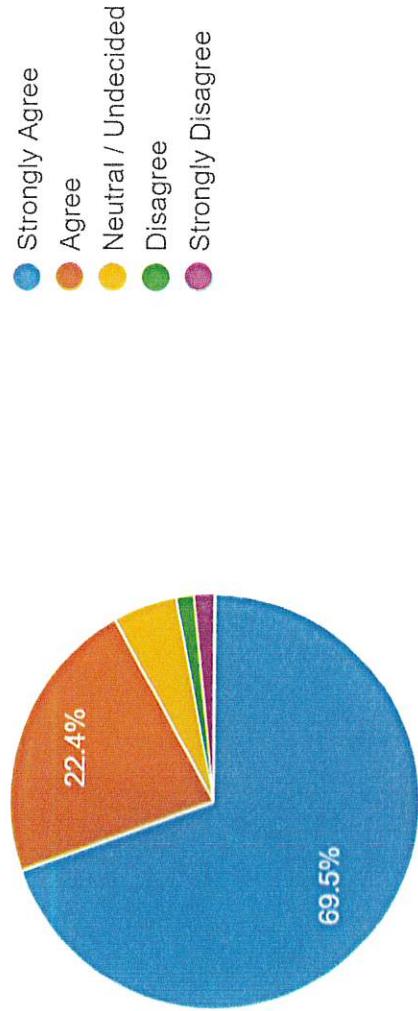
1,065 responses



Creating and maintaining trails and trail facilities is a good use of public resources  
1,078 responses



Promoting outdoor recreation is an important part of regional economic development  
1,077 responses



## 2024 CJC Budget Highlights

\*No longer have a VOCA grant. State AG's funds increased to cover that grant. Current contract with the State is \$255,856 from July 1, 2023 – June 30, 2024. We have never had a decrease so likely budget will remain the same or increase as of June 2024.

\*Requesting increase for our cleaning person. Currently at \$13 hour and would like to move to \$19 hour as per market average. We offer 6 hours per week.

\*Requesting all 3 of us to receive the \$75 phone stipend. Currently Rachael is at \$75 and Kari and Roni at \$35. All 3 of us are on call 24/7 and we all discuss cases with LE, CPS, nurses and MH days, nights, and weekends through email or text.

\*Adding additional cameras to the building inside and out for better coverage.

\*Funds for travel and conventions are reimbursed through the State. We pay for registration/lodging for our MDT (Multi-Disciplinary Team) to Crime Victims Conference and Symposium. These funds will also cover Roni and Rachael each to attend 1 national training.

\*County funds cover: Full benefits, phone allowance, utilities/communication, cleaning person.

\*May be looking at bringing Roni on Full time within the next year (currently 29.5 hours wk)



To: Tooele County Council  
From: Tooele County Community Development  
Rachelle Custer  
Subject: 2024 - 2029 Capital Projects Summary  
Date: September 10, 2023

The following is an Executive Summary of the proposed 2024 – 2029 budget request for the Tooele County capital projects.

#### **CAPITAL PROJECTS (2024 – 2029)**

##### **ROAD PROJECTS**

Tom's Lane (2023-2024)	\$2,000,000
Burmester Road (2023-2024)	\$1,500,000 in Fed grant funds \$410,000 3 <sup>rd</sup> Qtr grant \$2,600,000
Village Boulevard West SR-36 to Mid Valley Highway 33rd Parkway Droubay to SR-36 (Developer)	\$2,000,000 in Fed grant funds \$3,500,000
33rd Parkway SR-36 to Sheep Lane (2025-2026)	\$5,000,000
33 <sup>rd</sup> Parkway Sheep Lane to SR 138	\$1,500,000 in Fed grant funds \$1,400,000
33 <sup>rd</sup> Parkway Sheep Lane to SR 112	\$2,500,000
Oquirrh Expressway	\$12,000,000
Pole Canyon extension SR 36 east (2024-2026)	\$2,000,000
South Mountain Railroad Crossing (2024-2025)	\$800,000
South Mountain Road (2024-2025)	\$1,500,000
Center Street Stansbury Parkway to Pole Canyon Rd	\$1,500,000
Pole Canyon Rd Center St to Droubay	\$2,500,000



To: Tooele County Council  
From: Rachelle Custer - Tooele County Community Development (Building, Planning, Code Enforcement, Public Works Inspection, Engineering functions, GIS and Economic Development)  
Subject: 2024 Budget Executive Summary  
Date: September 10, 2023

The following is an Executive Summary of the proposed 2024 Budget request for the Tooele County Community Development Department (municipal services) consisting of the Building, Planning, Code Enforcement, Public Works Inspection, Engineering functions, GIS and Economic Development.

**Revenues:** Revenues for 2024 are estimated to be approximately \$1,000,000 which is the same as 2023.

**Expenses:** Community Development overall expenses for 2024 are estimated to be approximately \$1,610,945.00 which is an increase of \$3,855 from 2023.

Requesting more in training due to several employees working on various certifications to better serve our community in our specialized roles.

Requesting a code enforcement officer (seasonal) to assist in the workload due to code enforcement officer taking on the planning role.

Requesting a new vehicle to replace an aging department vehicle.

GIS overall expenses for 2024 are estimated to be approximately \$422,920 an increase of \$89,910 from 2023. Includes an increase in annual ESRI software to \$55,000 for small government enterprise agreement entered into in 2022.

Requesting a new GIS Analyst to enable the GIS department to provide support to more departments in an effort to broaden the department's use of the ESRI software.

This request includes carrying over monies from the 2023 budget for an office remodel to create another workspace. We have been unable to get any contractors to give us quotes this year.

Economic Development Overall expenses for 2024 are estimated to be approximately \$1,371,908 a decrease of \$24,092 from 2023 budget. Includes \$999,908 in grant funding pass through.

Requesting \$350,000 in matching grant funds to allow us to apply for more grant opportunities.

#### **Staffing requests for 2024 Budget Year**

- Internal promotions after certifications completed.
- Increase in salaries to the McGrath Position category to bring closer into line with market.
- GIS Analyst to assist in day to day routine work and allow an opportunity to broaden our services to better help other departments to utilize the ESRI software.
- Ordinance Enforcement Officer to assist with code enforcement cases so that Trish may have more time to focus on Planning.

**Other items to be discussed:** 2024 estimated total revenues are expected to be ~\$1 million. While we have provided conservative requested revenue number for 2024 housing market trends and economic predictions indicate a drop in market which should provide slightly less revenues. Lakepoint and Erda incorporations along with rising interest rates have affected our revenues by approximately 46%. If the market drops, the model of utilizing contracts to perform some of the tasks will allow us to make necessary budget adjustments to compensate for downward trends.



**Summary:** The Tooele County Community Development Department provides a great return on investment with the complete array of services provided and projects undertaken for the County and has consistently been under budget. The staff is highly knowledgeable and provides a great service to our county to include funding many projects with grant monies. Sufficient funding is needed to continue to provide value for each tax payer dollar and to provide the necessary training to stay up to date on codes and best practices.

---

ROADS DEPARTMENT 2024 BUDGET

TITLE	2023	2024
SALARIES & WAGES	\$ 1,038,390.00	\$ 1,115,330.00
SALARIES & WAGES-OVERTIME	\$ 20,810.00	\$ 25,000.00
EMPLOYEE BENEFITS	\$ 529,960.00	\$ 566,400.00
MATERIALS, SUPP & SERV	\$ 185,200.00	\$ 255,200.00
SALT	\$ 85,000.00	\$ 100,000.00
TRAVEL & CONVENTIONS	\$ 19,200.00	\$ 15,000.00
EQUIPMENT O & M	\$ 408,100.00	\$ 213,300.00
UTILITIES	\$ 30,000.00	\$ 18,000.00
PHONE ALLOWANCE	\$ 2,800.00	\$ 2,800.00
PROFESSIONAL & TECHNICAL	\$ 116,300.00	\$ 50,000.00
PRO&TECH CONTRACTED	\$ 1,018,000.00	\$ 310,000.00
SIDEWALK MAINTENANCE	\$ 15,000.00	\$ 15,000.00
BUILDING REPLACEMENT	\$ 1,554,000.00	\$ 330,000.00
EQUIPMENT	\$ 2,019,300.00	\$ 740,000.00
OUTSIDE EQUIPMENT LEASE	\$ 35,000.00	\$ 10,000.00
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 7,077,060.00</b>	<b>\$ 3,766,030.00</b>
ROUTINE MAINTENANCE	\$ 51,500.00	\$ 135,000.00
STRIPING	\$ 61,600.00	\$ 50,000.00
SIGNS AND SAFETY	\$ 30,900.00	\$ 30,000.00
<b>TOTAL MAINTENANCE PROJECTS</b>	<b>\$ 144,000.00</b>	<b>\$ 215,000.00</b>
CHIP SEAL		\$ 376,000.00
<b>TOTAL PREVENTATIVE MAINT.</b>	<b>\$ -</b>	<b>\$ 376,000.00</b>
THICK OVERLAY	\$ 115,000.00	\$ 130,000.00
FLOOD CONTROL	\$ 17,900.00	\$ 20,000.00
SPECIAL PROJECTS	\$ 12,000.00	\$ 150,000.00
<b>TOTAL PREVENTATIVE MAINT.</b>	<b>\$ 144,900.00</b>	<b>\$ 300,000.00</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 7,365,960.00</b>	<b>\$ 4,657,030.00</b>

Subdivision	Treatment Type	Estimated Cost
Rowley Rd	Chip Seal 9 miles	\$ 153,760.00
Rowley Rd-2	Crack Seal / 9 miles	\$ 44,000.00
Lakeview Cul-de-Sacs	Type II Slurry	\$ 70,000.00
I-40 MILLINGS	Pulverize 3.5 Mi.	\$ 70,000.00
PONDEROSA / ASHLEY WAY(STANSBURY)	HDMB	\$ 170,000.00
SMELTER	Chip Seal	\$ 95,990.00
SOUTH WILLOW	THIN OVERLAY	\$ 130,000.00
Old Lincoln Hwy	Chip Seal	\$ 75,170.00
Wild Horse Phase 1-6	GSB-88	\$ 32,000.00
<b>Total Estimated Cost</b>	<b>\$ 840,920.00</b>	

# Extension Personnel, Projects, Equipment Request

TOTAL REQUESTS	\$55,200.00
ANY GRANTS/OUTSIDE FUNDING	\$0.00
DIFFERENCE (over /under)	\$55,200.00

## PERSONNEL REQUESTS

EQUIPMENT REQUESTS > \$5,000

Item	Total Request	Any Grants/Funding	Difference
NEW VAN	\$46,000.00	✓ \$46,000.00	
PRINTER	\$9,200.00	✗ \$9,200.00	

## Project Request



**TOYOTA**

**Tony Divino Toyota**

777 West Riverdale Road

Riverdale UT 84405

801-394-5701

**2024**

**Sienna XSE**

**Sienna XSE Hybrid 2.5L 4-cyl. engine CVT AWD**

**7-passenger**

**Model: 5411A**

**Engine:**

**Transmission: CVT**

IMAGE NOT  
AVAILABLE

EXTERIOR

INTERIOR

**PRICE**

Base MSRP	\$45,635.00
Factory Installed Packages & Accessories	\$150.00
Port Installed Packages & Accessories	\$260.00
Delivery processing / handling	\$1,395.00
<b>Total Price</b>	<b>\$47,440.00</b>

**Fuel Economy**



**TOTAL INSTALLED PACKAGES & ACCESSORIES**

50 State Emissions	\$0.00
Roof Rails	\$150.00
All Weather Floor Liners	\$260.00
Total Optional Equipment	\$410.00
Base MSRP	\$45,635.00
Delivery processing / handling	\$1,395.00

**Features**

**Mechanical & Performance**

- 2.5L 4-Cylinder Engine
- Electronic Continuous Var. Tran. (ECVT)
- Electronic On-Demand All-Wheel Drive
- CVT
- 245 Combined Net Horsepower
- 18-in Wheels
- Sport Tuned Suspension
- Weight Rating 6170 lbs

**Exterior**

- LED Headlights with Auto On/Off Feature
- Power Liftgate
- Power Tilt / Slide Moonroof
- Hands-Free Dual Power Sliding Side Doors
- Frt & Rear Parking Assist w/ Auto Brake



## Interior

- Premium Audio-9-in. Navigation w/8Spkrs Apple CarPlay & Android Auto Compatible
- SiriusXM w/3-Month Platinum Plan Trial
- SofTex-Trimmed Seats, Heated & Power
- Rear Seat Reminder
- USB Media Port, 6 USB Charge Ports
- Four Zone Auto Climate Control
- Front Seats, 2nd-Row Captain's Chairs w/ Super-Long-Slide Feature, 60/40 One- Motion-Stow w/ Split & Stow 3rd Row Seat

## Safety & Convenience

- Toyota Safety Sense 2.0 w/Pre-Collision Sys w/Pedestrian Detection, Full-Speed Range Dynamic Radar Cruise Control, Lane Departure Alert w/Steering Assist, Lane Tracing Assist, Automatic High Beams, Road Sign Assist
- LATCH-Lower Anchor & Tether for Children
- 5-Door Smart Key w/ Push Button Start
- STAR Safety System
- Blind Spot Monitor w/ RCTA
- Connected Services Capable. 4G network dependent. See Toyota.com for details.

\*2024 Manufacturer's Suggested Retail Price excludes the Delivery +Processing and Handling Fee taxes license title and available or regionally required equipment. Actual Dealer price may vary. Pricing fuel economy specification standard features and +available equipment are based on information available when this page was produced and +subject to change without notice.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

Disclaimer: This document is only representative of some of the information contained on an actual window sticker and is not meant to replace or +substitute for the actual window sticker on the vehicle. Please see your retailer for +further information.

Create Date: 09/18/2023



Please review the below quote and use buttons Deny or Accept.

Use  to accept or deny the line items. Then use **Recalculate Total** to see the final Price.

Then scroll to the button to finalize the Quote.



Sales Order # 645167  
Customer # 01-TOOCO  
Sales Rep: Brian Holman  
Order Date: Sep 18, 2023  
S.O. Expiration Date: Sep 30, 2023

**Sold To**

Tooele County - USU Extension  
151 N. Main St. #120  
Tooele, UT 84074

Attn: Nickole Brown  
nickole.brown@usu.edu  
4352772409

**Sharp BP-70C31**

**151 N. Main St. #120 Tooele, UT 84074**

Description	Qty	Unit Price	Extended Price
1. <b>BP-70C31 - Sharp Color Copier #</b> 31 pages-per-minute Color Sharp Multi-function System	1	\$4,428.35	\$4,428.35
2. <b>BP-DE15 - Desk Unit (50C26-70M65) #</b> Tandem Paper Desk Unit	1	\$1,171.30	\$1,171.30
3. <b>BP-FD10 - Multi-Folding Unit (70M75-70M90,50C26-70M65) #</b> Multi-Folding Paper Unit	1	\$1,113.00	\$1,113.00
4. <b>BP-FN14 - Finisher (50C26-70M65) #</b> Sharp Finisher (50C26-70C45) #	1	\$1,786.10	\$1,786.10
5. <b>MX-PN15B - Sharp Punch Unit (MX-FN13, MX-FN14) #</b> 3-Hole Punch Unit	1	\$410.75	\$410.75
6. <b>BP-TR12 - Exit Tray (50C26-70M65)</b> Exit Tray (BP50C26-BP70C45)	1	\$95.40	\$95.40
7. <b>BP-FX11 - Sharp Fax #</b> Fax Module	1	\$795.00	\$795.00
8. <b>15 Amp Surge Suppressor</b>	1	\$117.00	\$117.00
9. <b>IT Open Market</b> IT Open Market on-Site Network Installation (2 Hours)	2	\$95.00	\$190.00
<b>Service</b> Add to B/W MPS Contract Term: Service Frequency: Monthly Monthly Base Pages: Actual Usage Month Base Charges: 0.0089  Add to Color MPS Contract Term: Service Frequency: Monthly			

Description	Qty	Unit Price	Extended Price
Monthly Base Pages: Actual Usage Month Base Charges: 0.0524			

#### Promotional Discount/Trade

151 N. Main St. #120 Tooele, UT 84074

Description	Qty	Unit Price	Extended Price
1. <b>NASPO Discount Sharp Copy</b> NASPO Discount	1	\$0.00	\$-922.25

#### ADDITIONAL NOTES

NASPO ValuePoint State of Utah Contract #AR455

- 31 pages per minute black & white and color
- Duplex scanning up to 280 images per min
- (2) 550-sheet drawers
- Can handle paper sizes up to 12x18
- *Optional folding unit included*

#### Service

Includes all toner, parts, labor, and unlimited service/support calls. Device to be added to the existing Managed Print Services contract.

#### Expenses Summary

Description	Amount
Sharp BP-70C31	\$10,106.90
Promotional Discount/Trade	\$-922.25
<b>Total:</b>	<b>\$9,184.65</b>

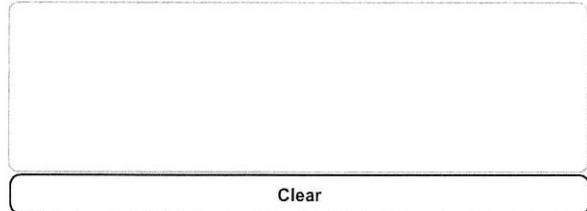
Purchase Type	Purchase Option	Subtotal
Cash	Net 30	<b>\$ 9,184.65</b> (plus applicable taxes)

[Recalculate Total](#)



I accept the **Terms & Conditions** (click [HERE](#) to view)

**Sign:**



Clear

**Title:** Your title...

Accept Quote

# SHARP

## BP-70C31



WIDTH  
46.62 inches

DEPTH  
30 inches

HEIGHT  
51 inches

REQUIRED  
WIDTH  
46.62 inches

REQUIRED  
DEPTH  
26 inches

REQUIRED  
HEIGHT  
77 inches



1 x NEMA 5-15R

COLOR  
31

B/W  
31

PAPER SIZE  
12" x 18"

MAX PAPER CAPACITY  
(80g/m<sup>2</sup>)  
3300

## OPTION LIST

Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Punch Unit 2/3 hole - MX-PN15B	MX-PN15B	1
Stand/550 + 2100 Split Tandem	BP-DE15	1	Inner Folding Unit - BP-FD10 - BP-FD10	BP-FD10	1
Paper Drawer - BP-DE15			Fax Expansion Kit - BP-FX11	BP-FX11	1
1K Saddle Stitch Finisher - BP-FN14	BP-FN14	1			
Right Side Exit Tray - BP-TR12		1			

Tooele County - USU Extension

# Tooele County Recorder/Surveyor

## 2024 Budget

September 19<sup>th</sup>, 2023

### Recorder

- Equipment/replacement
  - Large format printer/scanner – \$7,000
  - Special projects – Pro Map Series
    - Automation and digitization of the tax plat maps -\$12,000
    - ESRI GIS training – \$15,000
- 2023 Budget Minus Salary, Wages and Benefits = \$108,720
- 2024 Budget Ask = \$127,520
- Difference increase - \$18,800

### Surveyor

- Personnel
  - Asking for 10-hour part time no benefit surveyor – \$27,000
- Grants
  - Monument preservation – \$41,750
  - Match – \$40,000
- 2023 Budget Minus Salary, Wages and Benefits = \$242,000
- 2024 Budget Ask = \$140,610
- Difference decrease (due to a decrease in last year's grant and match) = (\$101,390)

**2024 BUDGET PRESENTATION**  
**DEPARTMENT OF HUMAN SERVICES**

**2024 COUNCIL GOALS**

DHS strives to provide excellent, timely and necessary behavioral health and social services to County citizens. This budget proposes MAINTENANCE of critical “health and welfare” related services based upon State mandates, i.e., Medicaid, OSUMHA directives, and Legislative edict as well as the Human Services Needs Assessment. In some instances, reductions have been made over the previous year’s budget.

The budget proposed makes the best and most effective use of citizen tax dollars by (1) measured effectiveness, (2) performance improvement planning processes (PIP), and (3) strong fiscal oversight. The annual audit has recommended adding a fiscal manager to the Human Services staff.

**DEPARTMENT OVERVIEW**

- The Department is staffed by a Director and an Administrative Asst. who oversee the Optum Contract and all Behavioral Health and Substance Use Disorder Services and related Prevention Services, Discretionary Social Services (SSBG), Opioid Settlement Funds (OSL), a Youth Services Center, Homeless Services, i.e., Food Pantry, Thrift Store, Vine St. Supportive Emergency Housing, and the soon-to-be-open Harris Village Project. 2024 may find the expansion of Pathways—a domestic violence shelter/program and the Tooele County Rape Crisis Center as part of the Department’s oversight duties.
- The Department also staffs the monthly meetings of the Human Services Advisory Council (HSAC), the Local Homeless Housing Committee’s (LHHC) Strategic Plan and is a partner in the Community Health Improvement Plan (CHIP) with the Department of Public Health. A continuing focus is on the completed Human Services Needs Assessment as well.

**MAJOR CHANGES**

- **MEDICAID REVENUE CONTRACT:** \$12 MILLION OVER FIVE YEARS WITH \$2.5 MILLION FOR ONE YEAR AS REQUIRED MATCH. FY24 BUDGET HAS BEEN REDUCED TO \$1,950,000 BUT RECOGNIZES THAT “EXPANDED MEDICAID” MAY BE BROUGHT TO TOOELE COUNTY.
- **BEHAVIORAL HEALTH EXPENSES:** \$3,494.857 ARE BEHAVIORAL HEALTH EXPENSES INCLUDING COUNTY MATCH. STATE PORTION REIMBURSED BY STATE CONTRACT (A0385).
- **RESTRICTED ACCOUNT:** NEED TO ESTABLISH A ‘RESTRICTED ACCOUNT’ THAT WILL ALLOW THE TRANSFER OF UNEXPENDED STATE GENERAL FUNDS INTO THIS ACCOUNT. BY SO DOING, IT WILL ALLOW FOR AN INITIAL BUILDING/OPERATIONS FUND FOR THE RECEIVING CENTER’S ACQUISITION AND OPERATIONS.

(2)

- **OPIOID SETTLEMENT FUNDS:** FY24 AMOUNT IS \$529,000 TO BE BUDGETED IN THE 21-FUND FOR USE IN CRIMINAL JUSTICE, PREVENTION AND TREATMENT. APPLICATION PROCESS FOR DISBURSEMENT IS IN TWO-YEAR CONTRACT CYCLES.
- **FAMILY ASSISTANCE/RECEIVING CENTER:** (CONTINUING RESOLUTION) THIS “FAC/RECEIVING CENTER” IS A JOINT VENTURE FOR EMERGENCY OPERATIONS CENTER (EOC) AND HUMAN SERVICES FOR MENTAL HEALTH/SUBSTANCE USE INDIVIDUALS (SUB-ACUTE CARE) WHO CANNOT BE MAINTAINED AT THE EMERGENCY ROOM AND SHOULD NOT BE TAKEN TO JAIL. ALSO, TO BE USED AS A FAMILY ASSISTANCE CENTER DURING NATURAL DISASTERS OR CRISES. ACCEPTS WALK-INS, FAMILY OR LAW ENFORCEMENT REFERRALS, PROVIDES 23 HR. STABILIZATION AS WELL AS LINK TO SERVICES. (SEE HANDOUT)

Request Community Impact Funding (CIF) for new facility at \$1 million; annual operating budget at \$600,000 or TBD.

*Request FY23 funds to be ongoing for FY24 in the amount of \$50,000 for planning, architectural renderings, site selection and operations plan/contractor.*

**Request for FY25 budget that will allow it to “open and succeed”.**

- **SSBG FUNDS:** \$55,828 FOR FY24 PLUS CARRY-OVER \$24,700 = \$80,528. DISCRETIONARY FUNDS TO AUGMENT/EXPAND PROGRAMS.

BOYS/GIRLS CLUB	\$ 15,000	(SERVICES TO AT RISK YOUTH)
PATHWAYS DV	\$ 20,000	(DOMESTIC VIOLENCE SERVICES)
LIGHTHOUSE	\$ 6,500	(ALZHEIEMERS SUPPORT SERVICES)
TOOELE YOUTH CT.	\$ 1,000	(YOUTH ALTERNATIVE SERVICES)
RAPE CRISIS SRVCS.	\$ 14,100	(CRISIS AND SUPPORT SERVICES)
CTC PREVENTION	<u>\$ 24,000</u>	(COMMUNITIES THAT CARE)
TOTAL ESTIMATE:	\$ 80,600	

- **STRATEGIC PLANS:**

(LHHC PLAN) LOCAL HOMELESS HOUSING COMMITTEE RESPONSIBLE FOR STATE MANDATED “HOMELESS PLAN INCLUSIVE OF “BLUE STATUS” DAYS, FUTURE HOMELESS CONSIDERATIONS, I.E., TINY HOMES, CLOSED ENCAMPMENTS, TRAILER PARKS, ETC.

(CHIP) GENERATED BY TOOELE COUNTY PUBLIC HEALTH DEPT., THIS PLAN WILL FOCUS ON THREE MAIN ELEMENTS: MENTAL HEALTH NEEDS/GAPS, SUBSTANCE USE NEEDS/GAPS, AND OBESITY NEEDS/SERVICES.

RECEIVING CENTER: SEE STATE REQUESTED PLAN FOR LEGISLATIVE SUPPORT AND FUNDING ACCORDING TO FORMULA.

# Receiving Centers

## A Crucial Part of Utah's Behavioral Healthcare System

Revised August 2023



### QUICK FACTS

Open 24/7 and available to anyone

Therapists, nurses, peer counselors, & psychiatrists available

Offers jail diversion

Saves money for law enforcement, taxpayers, & hospitals

### WHAT IS A RECEIVING CENTER?



A receiving center is a 24/7 community center staffed by therapists, nursing staff, and peer counselors to provide treatment for individuals in mental health or substance use crisis. Individuals are assessed, stabilized, and observed in a recliner for up to 23 hours. Most individuals are stabilized within these 23 hours and are then linked with a treatment program upon discharge. If an individual needs more than 23 hours to stabilize, there are residential beds nearby for them to continue to receive treatment. Caseworkers track all clients for four months and work to engage them in treatment and remove any barriers that prevent them from treatment.

### WHO CAN USE A RECEIVING CENTER?



An individual may walk in, be brought by friends or family, or be dropped off by law enforcement. Each receiving center is non-refusal and will take in anyone for triage and assessment, no matter their crisis. If an individual is suffering from a physical injury or is at risk for a medical injury (such as an overdose), receiving center staff will coordinate with local emergency rooms to stabilize the patient's health, and will provide them with behavioral health treatment afterward.

### HOW DOES A RECEIVING CENTER HELP INDIVIDUALS AVOID INCARCERATION?



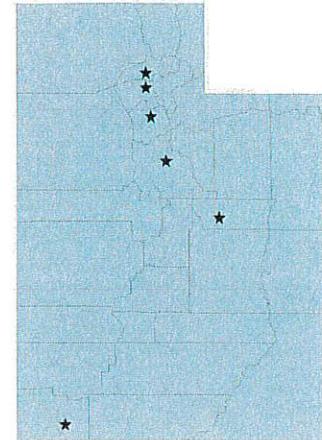
A receiving center functions as a pre-booking jail diversion where individuals can access treatment in lieu of being cited or sent to jail. If they elect this option, individuals must engage in treatment within 60 days or charges may be filed by law enforcement.



## WHERE ARE RECEIVING CENTERS LOCATED AND WHO ARE THEY RUN BY?

Local Mental Health/Substance Abuse Authorities (LMHAs) run the Receiving Centers. The goal is to have receiving centers within driving distance of all Utah residents. Currently the following LMHAs operate receiving centers and serve the following populations:

- Davis Behavioral Health  
(Serving Davis County - December 2019)
- Wasatch Behavioral Health  
(Serving Utah & Wasatch Counties - February 2021)
- Weber Human Services - Access Center,  
McKay Dee Hospital  
(Serving Weber & Morgan Counties - November 2022)
- Southwest Behavioral Health  
(Serving Beaver, Garfield, Iron, Kane, & Washington  
Counties - September 2023)
- Four Corners Behavioral Health  
(Serving Carbon, Emery, & Grand Counties - Autumn 2023)
- Salt Lake Behavioral Health  
(Serving Salt Lake County - Summer 2024)



Funding has been secured to build a receiving center in the Bear River area to serve Box Elder, Cache, & Rich Counties. We are now focusing on securing funding for receiving centers to serve the Northeastern area (Daggett, Duchesne, & Uintah Counties) and the Central Utah area (Juab, Millard, Piute, Sanpete, Sevier, & Wayne Counties).



## WHAT DO RECEIVING CENTERS COST?

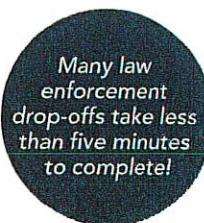
The cost to operate a receiving center depends on the number of clients served, the FTEs necessary, and the specific challenges a county or region faces. In general, it costs about \$1.5 million for a rural area to operate a receiving center for a year, \$3 million for an urban receiving center, and \$5 million for an ultra-urban receiving center. One-time building costs are about double the on-going costs, respectively.

Besides using state funding, receiving centers also utilize county funding, donations, and Medicaid and insurance reimbursements to offset costs.



## HOW DOES LAW INFORCEMENT FEEL ABOUT RECEIVING CENTERS?

Law enforcement is extremely supportive and in favor of receiving centers. It often takes as little as five minutes for the responding officer to complete paperwork and transfer the individual into the care of the receiving center workers, which is much quicker than booking someone in jail or waiting with them in an emergency room.





## WHERE DO RECEIVING CENTERS FIT WITHIN UTAH'S COORDINATED CRISIS SYSTEM?

### Crisis Call & Referral Center/ 988 for Behavioral Health

Stabilizes 90% of crisis calls  
10% go to an MCOT

### Mobile Crisis Outreach Team (MCOT)

Stabilizes 75% of visits  
25% are taken to a crisis facility

### Short-term Observation/ Stabilization at Receiving Center

Stabilizes 55-70% of patients  
30-45% are taken to subacute care

### Subacute Hospitalization or Short-Term Residential Stay

Stabilizes 80-90% of patients  
10-20% are hospitalized

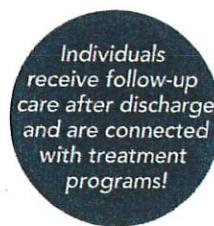
### Acute Inpatient Hospitalization/ Utah State Hospital



## WHAT ARE THE OTHER BENEFITS OF RECEIVING CENTERS?



Receiving Centers are an essential part of the continuum of care. Not only do they save law enforcement and hospitals money, but they provide better outcomes for clients, who are able to receive help they need from true behavioral health professionals. Receiving centers also prevent clients from experiencing further trauma by helping them avoid arrest and incarceration. Additionally, it saves in-patient costs in the crisis system by diverting clients from a lengthy stay in in-patient care to a 23-hour visit in which the majority of patients are stabilized.



**TOOELE COUNTY HEALTH DEPARTMENT**  
**PROPOSED 2024 BUDGET**

	<b>2023</b>	<b>2024</b>	<b>Change</b>
<b>REVENUE</b>			
Contracts & grants	\$3,826,745	\$3,316,600	(\$510,145)
Fees for services	1,156,900	1,192,800	35,900
Other	56,400	129,000	72,600
County contribution	454,500	454,500	0
Health tax levy	946,220	1,271,000	324,780
Fund balance	797,395	1,113,620	316,225
 Total revenue	 <b>\$7,238,160</b>	 <b>\$7,477,520</b>	 <b>\$239,360</b>
<b>EXPENSES</b>			
Community Health	\$1,557,720	\$1,665,690	\$107,970
Administration	1,045,530	1,217,570	172,040
Health Promotion	549,150	545,570	(3,580)
Dental	640,240	671,010	30,770
Emergency Preparedness	440,800	353,640	(87,160)
WIC	1,087,400	1,233,990	146,590
Environmental Health	701,910	724,400	22,490
Population Health	915,410	790,650	(124,760)
	6,938,160	7,202,520	\$264,360
 Building and grounds	 100,000	 90,000	 (10,000)
County admin fee	200,000	185,000	(15,000)
	300,000	275,000	(25,000)
 Total projected expenses	 <b>\$7,238,160</b>	 <b>\$7,477,520</b>	 <b>\$239,360</b>

<b>MAJOR PURCHASES</b>	<b>Amount</b>	<b>Budget division</b>
Vehicle - replace oldest in fleet	45,000	Administration
Building repairs - HVAC & roof	200,000	Administration
	<b><u>\$245,000</u></b>	

## TOOELE COUNTY AGING SERVICES, TRANSPORTATION, AND PREVENTION

### Overview of Budget for FY24

AGING REVENUE	2023	2024	Change
State & Federal Grants	\$ 808,400.00	\$ 743,200.00	\$ (65,200.00)
Project Income & Services	\$ 179,000.00	\$ 171,900.00	\$ (7,100.00)
General Fund Transfer/Fund Balance	\$ 1,015,330.00	\$ 1,311,220.00	\$ 295,890.00
<b>TOTAL REVENUE</b>	<b>\$ 2,002,730.00</b>	<b>\$ 2,226,320.00</b>	<b>\$ 223,590.00</b>
TRANSPORTATION REVENUE	2023	2024	Change
State & Federal Grants/UTA	\$ 1,561,000.00	\$ 1,665,000.00	\$ 104,000.00
Project Income & Services	\$ 2,000.00	\$ 11,800.00	\$ 9,800.00
Fund Balance Appropriation			\$ -
<b>TOTAL REVENUE</b>	<b>\$ 1,563,000.00</b>	<b>\$ 1,676,800.00</b>	<b>\$ 113,800.00</b>
<b>TOTAL REVENUE AGING/TRANSPORTATION</b>	<b>\$ 3,565,730.00</b>	<b>\$ 3,903,120.00</b>	<b>\$ 337,390.00</b>
AGING EXPENSES	\$ 2,064,270.00	\$ 2,247,640.00	\$ 183,370.00
TRANSPORTATION EXPENSES	\$ 1,501,460.00	\$ 1,655,480.00	\$ 154,020.00
<b>TOTAL EXPENSES AGING &amp; TRANSPORTATION</b>	<b>\$ 3,565,730.00</b>	<b>\$ 3,903,120.00</b>	<b>\$ 337,390.00</b>
Purchase Requests:	Home Delivered Meal Truck		\$ 71,870.00
Personnel Requests:	New 1/2 time Home Delivered Meal Driver		\$ 23,750.00
	Grade Increase, Transp Admin Assistant		\$ 2,496.00
Project Requests:	Tooele Senior Center, West Side A/C		\$ 30,000.00
	Maintenance: Tooele Sr Ctr Parking Lot		\$ 15,000.00
PREVENTION REVENUE	2023	2024	Change
State & Federal Grants	\$ 787,100.00	\$ 745,500.00	\$ (41,600.00)
Other	\$ 9,500.00	\$ 12,600.00	\$ 3,100.00
<b>TOTAL PREVENTION REVENUE</b>	<b>\$ 796,600.00</b>	<b>\$ 758,100.00</b>	<b>\$ (38,500.00)</b>
<b>TOTAL PREVENTION EXPENSE</b>	<b>\$ 796,600.00</b>	<b>\$ 758,100.00</b>	<b>\$ (38,500.00)</b>

## TOOELE COUNTY ATTORNEY BUDGET

Introduction: The County Attorney's Office is responsible to prosecute all felony offenses within Tooele County, all juvenile offenses within the county, all misdemeanor offenses in the unincorporated areas of the county and supervises the Children's Justice Center. The County Attorney's Office also represents the county government in all civil matters such as ordinances, resolutions, contracts, litigation, land use, personnel, etc.

The office currently consists of 8 attorneys and 4 support staff. Approximately 1,700 criminal cases per year are referred for prosecution to be filed in the District, Juvenile and Justice courts. The time of 6 attorneys and 3 secretaries is dedicated to reviewing these referrals and prosecuting cases in the various courts.

### 2024 County Attorney's Office Budget:

Excluding personnel, budget is similar to last years budget with the following exceptions:

1. 9.24% decrease (\$13,640) in non-personnel line items.
2. Reduce Investigator- 312 by \$15,000.
3. Other line items are approximately the same.

Caseloads increased by approximately 20% from August 2022 to August 2023. If trend continues, then we will need additional staff next year.

## COURTS, PUBLIC DEFENDER, AND CJCC BUDGETS

Account 4121/District Court: \$7,900 increase from last year's budget. We will owe \$15,000 in attorney fees to an attorney appointed in a murder case. The remaining budget is reduced.

Account 4123/Juvenile Court: Reduction of \$6,000 from last year's budget.

Account 4125/Public Defender: Approximately the same as last year's budget. County contribution increase by \$29,750 due to request for COLA and equipment.

Account 4325/CJCC: Reduction of approximately \$37,000.

September 12, 2023

## Tooel County Justice Court - Budget Justification

**Materials, Supplies and Equipment** - Requesting that the \$24,000 budget be increased to \$28,000.

- A. We have approximately 12 computers and three laptops. We try to rotate our computer equipment replacing two or three units every year after about five years of use. We were not able to keep up with equipment replacement for the last several years due to COVID. We currently have four workstations that are more than 8 years old, several outdated printers, two outdated laptops, and a ten year old copy machine that needs replaced. 2023 Justice Court Budget would only cover two new workstations. Two Laptops are outdated which are taken and used for court in Wendover and for training purposes. Recently, the laptops were of no use to clerks attending training because of the older laptop technology.
- B. We are also in need of a new recording/camera equipment in the Wendover Justice Court (recent quote: \$1,856 to replace).

**Travel and Conventions** - Requesting that the \$4,000 budget be increased to \$6,500.

- A. The state requires that each Judge get a minimum 60 hours of training each year. The state provides a mandatory four day training session, held in St. George every year.
- B. The state now requires that (as of 2022) each Court Clerk, or Judicial Assistant, get a minimum 20 hours of training each year. The state provides two or three, two day training sessions, held throughout the state every year. The training hours have increased, plus there are now more clerks to train.

The state pays for the training but the entity (Tooele County) is expected to pay for travel costs, hotel and meals. This was cancelled in 2021 (due to the pandemic) and the training was provided remotely in 2022. Remote training is slowly disappearing, a budget increase is required to pay training, travel, and boarding costs.

Prior to the pandemic, I was allowed to participate and attend one out of state National Judicial Conference each year. The locations vary each year. I did not participate for the last three years because of the pandemic.

**Phone Allowance** - \$2,340.00 Increase (\$3,840 total). I am requesting each clerk get a \$35 month stipend for their use of private cell phone/electronics.

Pandemic created a situation where we communicate via our cell phones, and staff uses their own personal equipment. We all participate in a group text, where communication is necessary, during court hours and after hours. Continuing cases, late attorneys, interpreters needed, hostile defendants, fines paid, etc. Cell phones are more efficient than emailing.

**Pay Increase** - I am requesting one clerk b promoted to "Senior Court Assistant" and she get a pay increase of \$1.04 an hour or \$2,163 per year.

All clerks are now identified as "Court Assistants". We have one "Office Manager" and six assistants. Office manager can address all issues that may arise, mostly routine court business. Only one of the six assistants also has the training and knowledge to address all issues. She has pretty much become the second in command when the Office Manager is not available.

John Mack Dow, Judge  
Tooele County Justice Court

	GENERAL FUND - WEED CONTROL	2023	Dept Requested
Account #	Title	Budget	
10-4450-110-000	SALARIES & WAGES	232220	244,560
10-4450-111-000	SALARIES & WAGES OVERTIME	500	2000
10-4450-130-000	EMPLOYEE BENEFITS	80000	71,710
10-4450-200-000	MATERIALS, SUPP & SERV	15000	18,000
10-4450-220-000	PUBLIC NOTICES	100	
10-4450-230-000	TRAVEL AND TRAINING	1500	1,500
10-4450-240-000	OFFICE EXPENSE	300	300
10-4450-250-000	EQUIPMENT O & M	22111	25,000
10-4450-270-000	UTILITIES	700	600
10-4450-291-000	PHONE ALLOWANCE	1320	1,320
10-4450-740-000	EQUIPMENT	46529	29,000
10-4450-750-000	SPECIAL PROJECTS (WEED BOARD)	9000	8,000
10-4450-751-001	ISM WEED BOARD	36680	35,100
10-4450-751-002	ISM SOUTH OQUIRRH	0	
10-4450-751-003	ISM SQUARROSE	15000	12,000
10-4450-751-004	BLM CONTRACT	7500	7,500
10-4450-751-005	USFS CONTRACT	9000	9,000
10-4450-751-006	UWSA USFS WEED BOARD	9994	10,000
10-4450-751-008	UDAF USFS BIL	29000	25,000
<b>GENERAL FUND - WEED CONTROL</b>		<b>516454</b>	<b>500,590</b>

Equipment- New Mower	29000
Replace Computer in MS&S	3000
Grants Total	98600

11010200-410101	<b>Salaries and Wages (\$694,570)</b>
	10% increase.
11010200-410103	<b>Salaries and Wages Overtime</b>
	No Change to overtime for 2023.
11010200-410200	<b>Benefits (\$338,690)</b>
	18% increase in Employee Benefits. Final numbers provided by Adam Sadler, HR Director.
11010200-410105	<b>On-Call Pay (\$3,620)</b>
	No Change to On-Call Pay
11010200-410201	<b>Phone Allowances (\$3,840)</b>
	No Change to Phone Allowances
11010200-420000	<b>Special Department Software\County Software (\$583,460)</b>
11010200-420104	<b>Service Contract (Caselle, UPS, Network, EDM, Professional Services, Tyler) (\$551,472)</b>
11010200-420900	<b>Travel Conferences and Training (\$41,500)</b>
11010200-450200	<b>Materials, Supplies, and Services (\$44,200)</b>
11010200-480000	<b>IT Special Projects (Capital Improvements) (\$873,746)</b>
	Server Infrastructure Phase 2 – ESXi Server (\$300,000) Cisco Equipment Refresh Phase 2 (\$150,000) Capital Improvements (Tylers as of 09/19/2023 - \$345,253) Overall Special Projects are down 41%
11010200-480504	<b>Equipment</b>

1. The growth in training is contingent upon various factors, including:
  - a. Assessing and determining the role of AI within our operational landscape and its potential contribution to enhancing the efficiency of county workflows.
  - b. Acquiring certifications to enable the integration of in-house video and door systems.
2. Capital Investments and 2023 Carry-Over
  - a. The second year of our Capital Improvement plan allocates \$450,000 for Virtual Servers and Cisco Equipment Refresh.
  - b. The server sizing strategy was derived from an evaluation of our current infrastructure.
  - c. We expect to carry over approximately \$345,253 from the Tyler Project.
3. Palo Alto Network Contract Trends
  - a. The Palo Alto Network Contract witnessed substantial growth in 2022 (153%) and 2023 (39%).
  - b. In 2024, the combined efforts of Derek Bracken and our vendor have resulted in a 10% cost reduction compared to the previous year.
4. The budget has decreased for the second consecutive year, showing a 12% reduction overall.



## 2024 Budget Request Highlights

### Fire Services

- **South Rim Station –**
  - The construction of the South Rim Station is expected to extend into second or third quarter of 2024.
  - Building Material Costs have increased significantly since bids were received.
- **Upgrades to Deseret Peak Training Tower and Grounds –**
  - Make improvements to the existing training facility /grounds, and purchase 3 additional training props to improve fire service training at Deseret Peak.
- **Hazardous Materials Study –**
  - Hire a consultant firm to study in the impacts of the current and future hazardous materials risks to Tooele County and provide a strategic framework for future actions.

### Emergency Management

- **FLOOD/FIRE RECOVERY PROJECTS-**
  - Jacob City Fire/Flood Recovery– still in progress. Tooele County must continue to carry a 25% match for the NRCS Contract that is still in progress.
  - Goshute Indian Flood Recovery
- **STUDY PROJECTS**
  - Pre-disaster mitigation plan update
  - Tooele county early warning systems **"Siren Study do we continue to update or decommission."**
- **EMERGENCY EXERCISE**
  - Hire Consultant to assist in the development and execution of a full-scale exercise for the county.

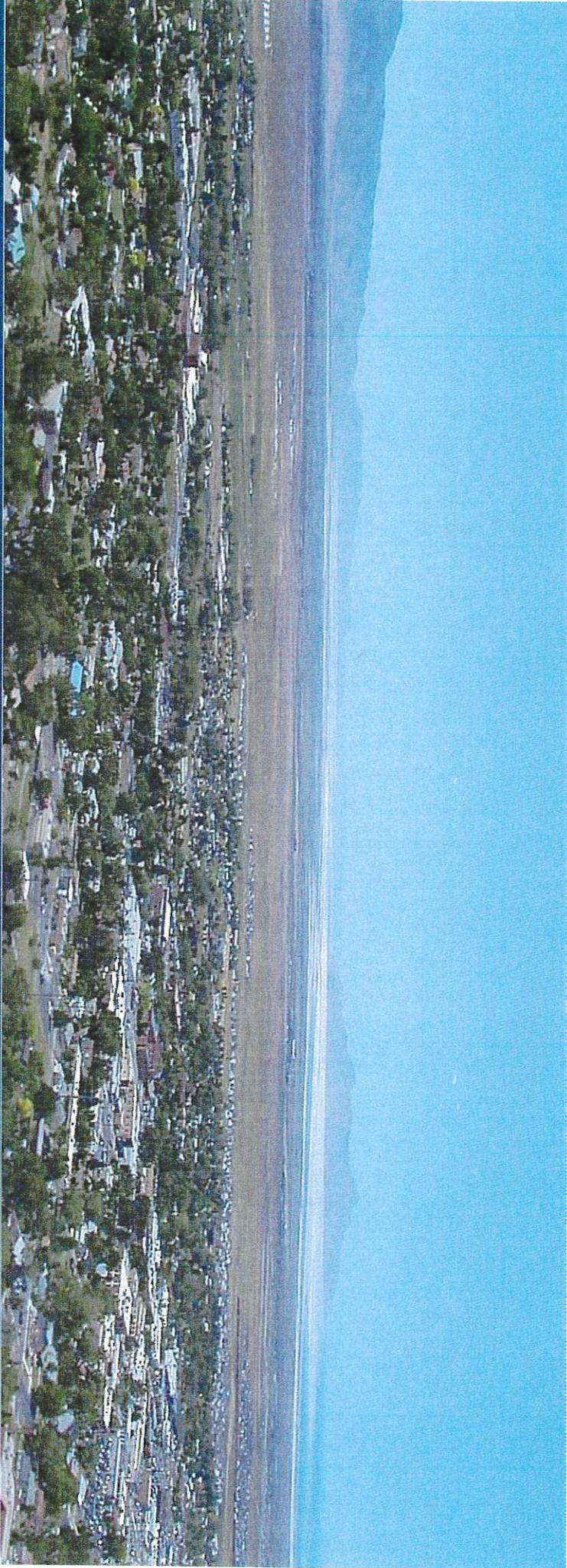
### Communications

- **CANYON RADIO REPEATERS**
  - Add radio system repeaters to Middle canyon and Ophir canyon to provide radio coverage that doesn't currently exist.
- **COMMUNICATION SITE UPGRADES**
  - Propane Tank exchange.
  - Microwave Dish Upgrades.
- **FACILITY IMPROVEMENT**
  - Chain link fencing updates at several communication facilities.
- **PUBLIC SAFETY RADIO SYSTEM UPGRADES**
  - Facilitate a major switch out of public safety emergency radios for all public safety users in Tooele county.



# Tooele County Fire Station at South Rim

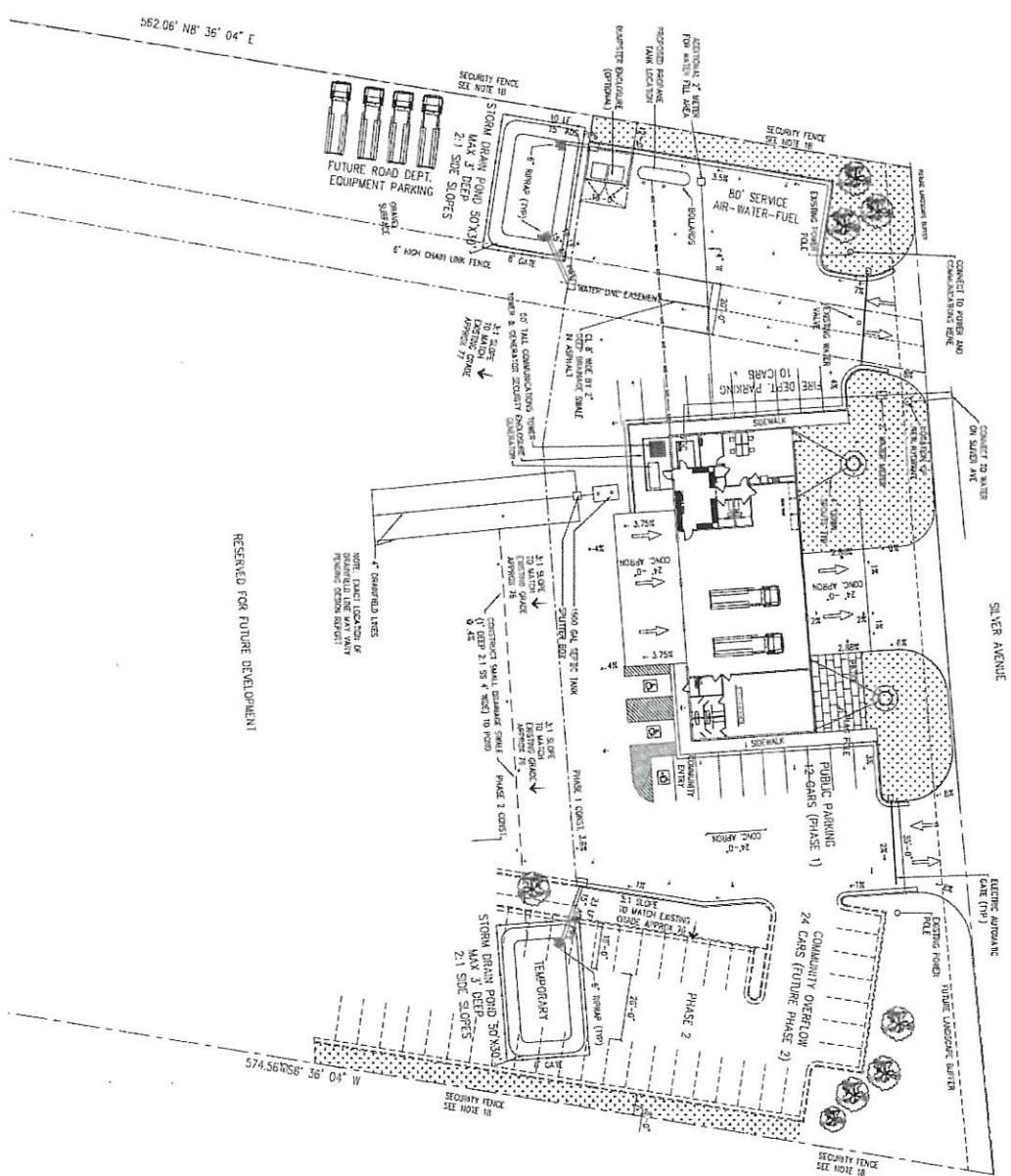
July 11, 2023

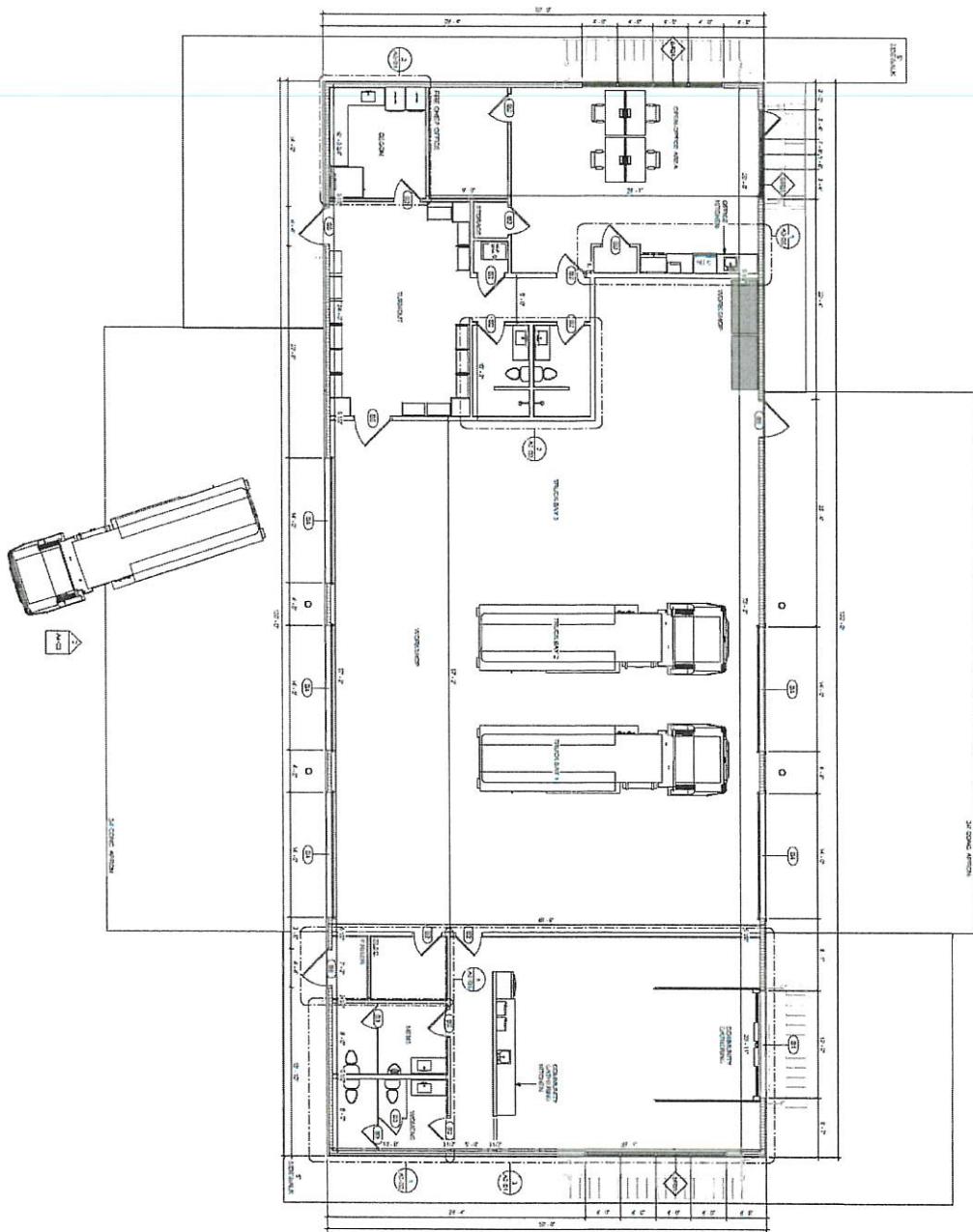


TOOELE COUNTY FIRE STATION SITE PLAN

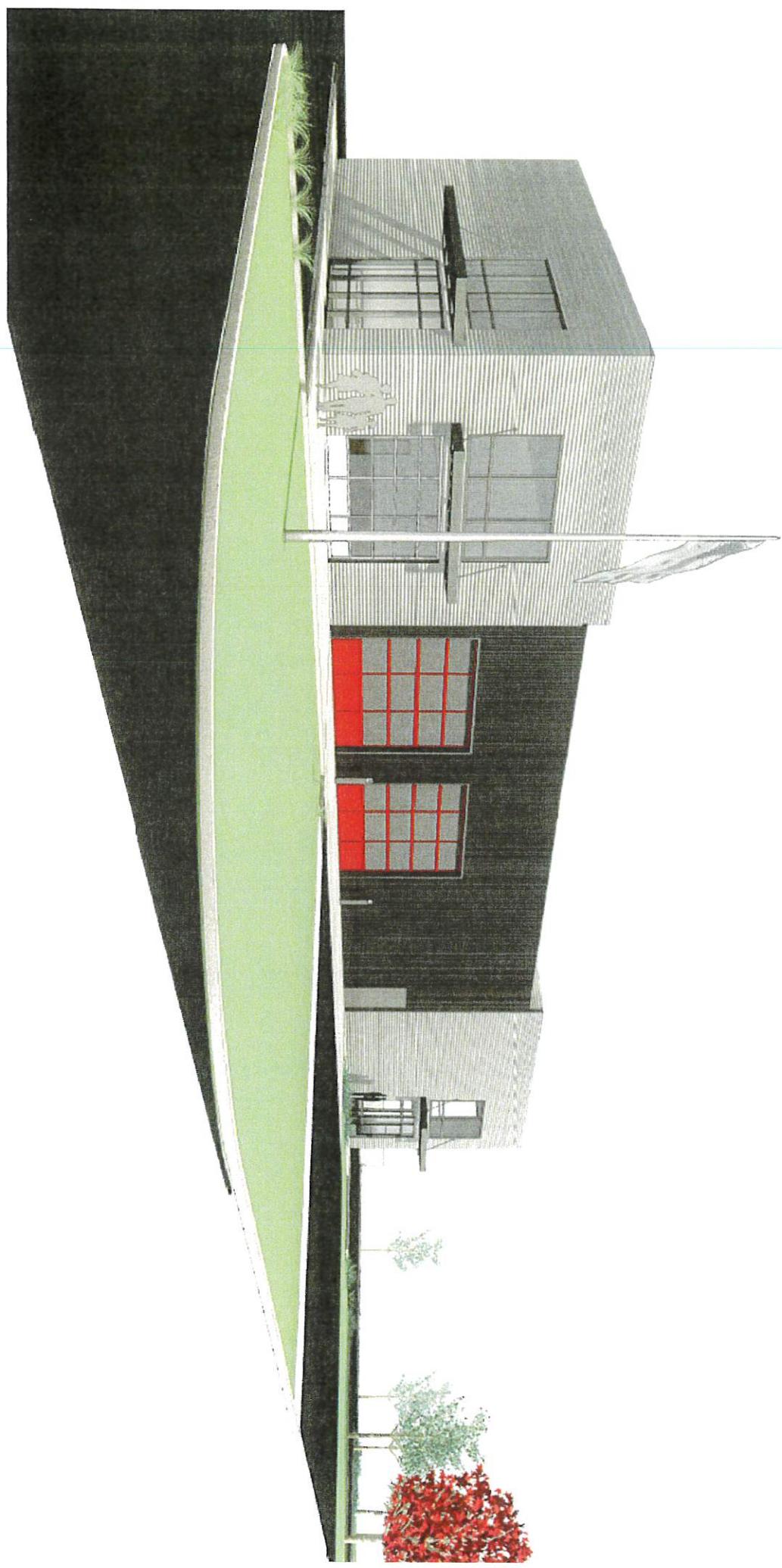


- RFP Released April 2023
- 5 Bids Received
- Bids Evaluated May 23rd
- Brix Construction Awarded the Bid
  - Bid Attributes
    - On Budget
    - On Schedule for
- Completion (January 2024)

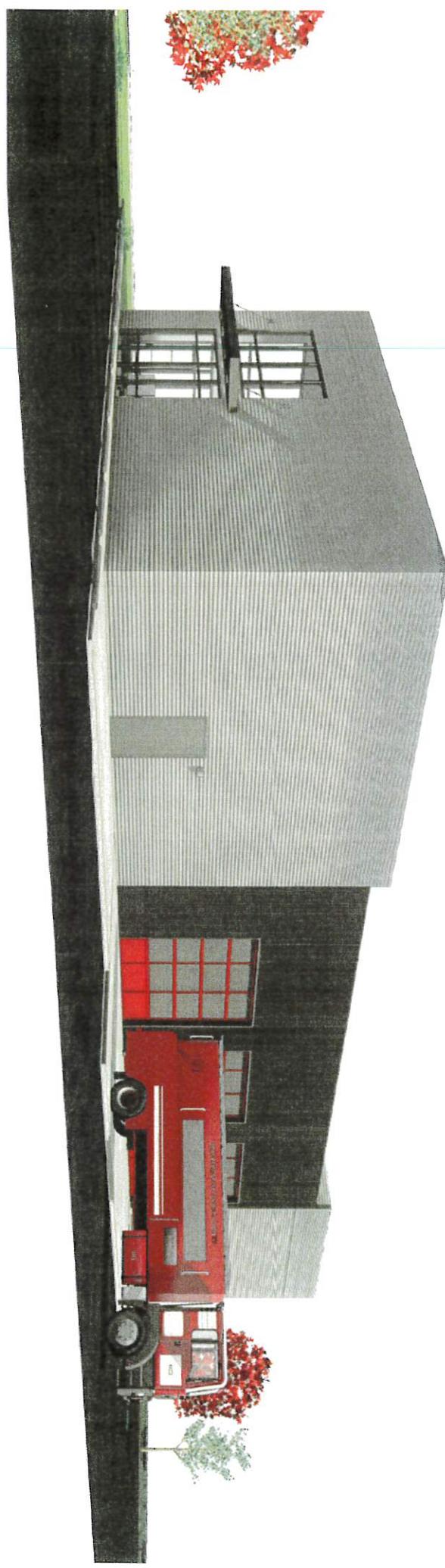




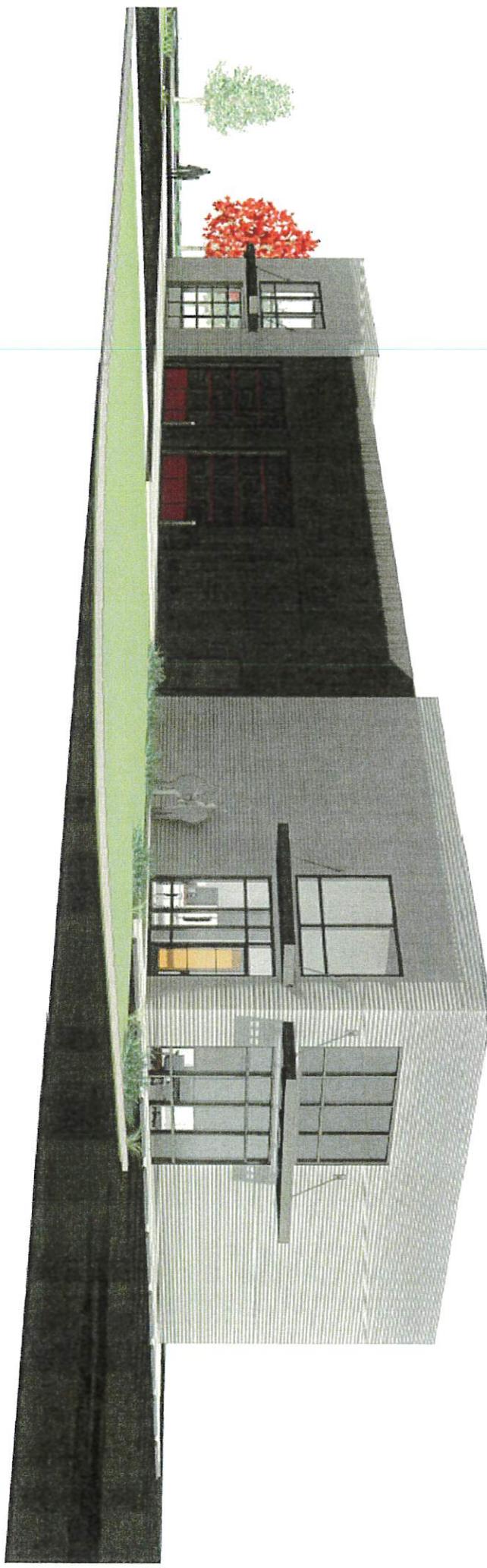
ELEVATION VIEW RENDERINGS



## ELEVATION VIEW RENDERINGS



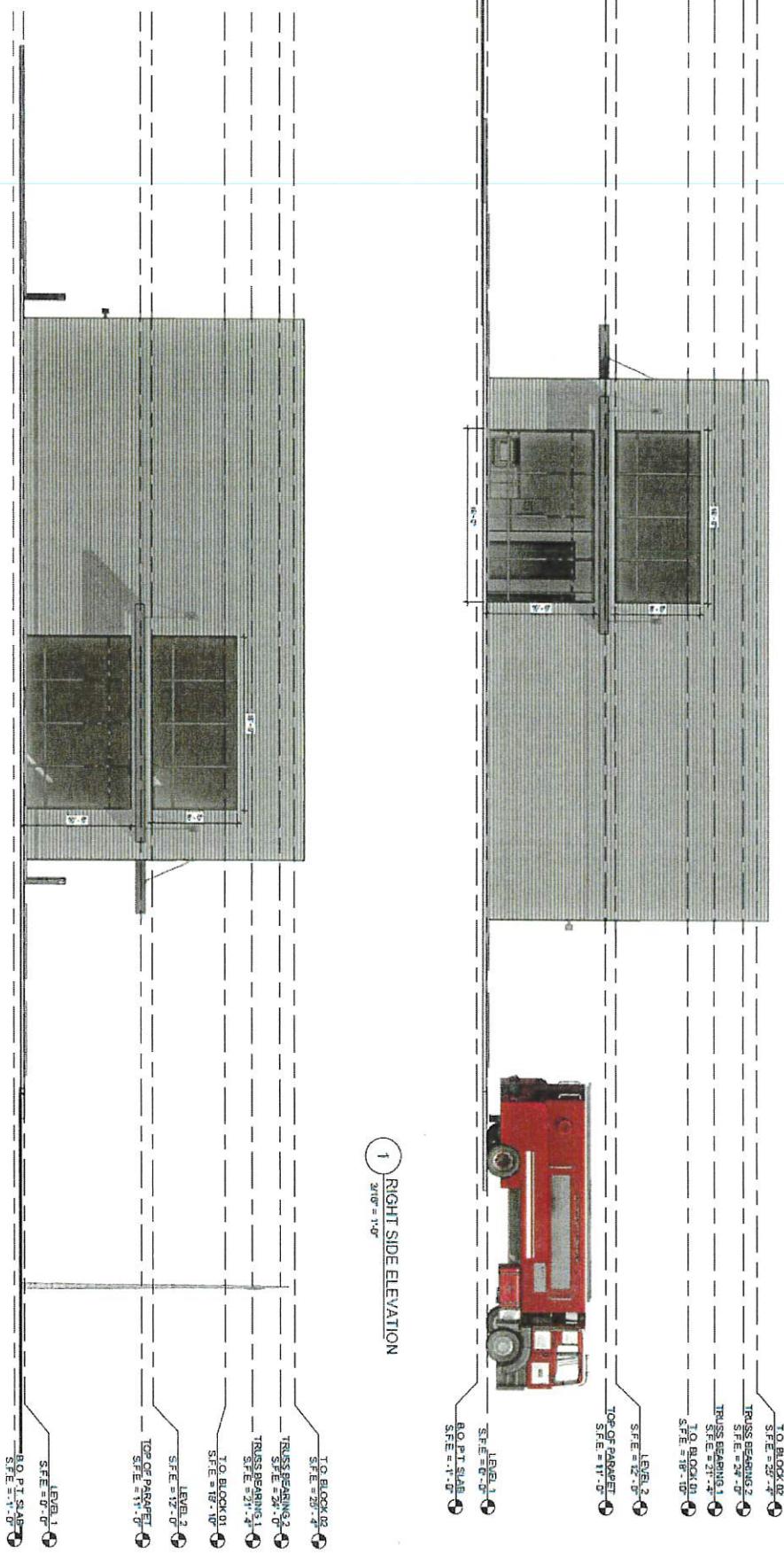
## ELEVATION VIEW RENDERINGS



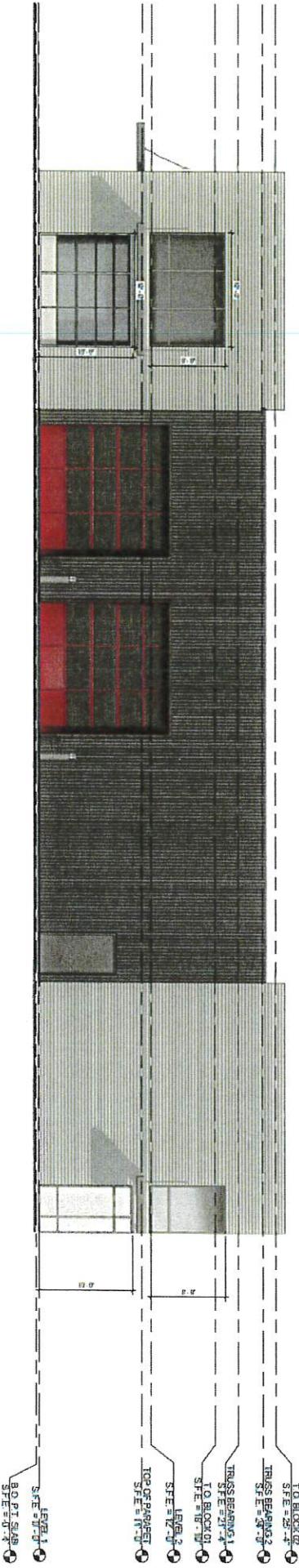
# ELEVATION VIEW RENDERINGS



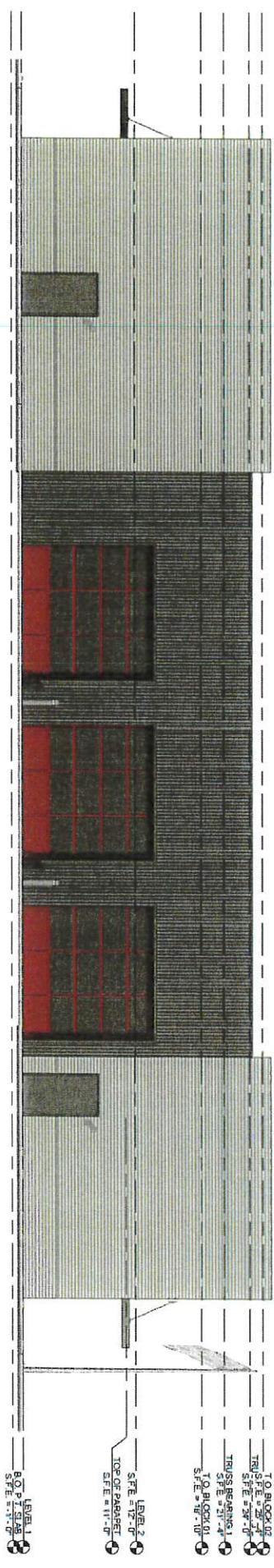
2 LEFT SIDE ELEVATION  
 $3\text{ ft} = 1\text{ ft}$



# ELEVATION VIEW RENDERINGS



1 FRONT ELEVATION  
30° = 1.0'



2 REAR ELEVATION  
30° = 1.0'



## Preliminary Budget Review

Original Construction Cost - \$1.5M

Current Value Engineered Cost - \$1.35M

Note: These are all preliminary numbers as we continue to finalize design in an effort to ensure that the project is completed within budget.

## 2024 WENDOVER AIRPORT BUDGET OVERVIEW

- PROJECTED 522K LOSS (Before depreciation)
- REVENUE PROJECTIONS ARE CONSERVATIVE
- FUEL SALES COULD VARY GREATLY DEPENDING ON PRICE OF FUEL, WEATHER, AND MILITARY TRAINING EVENTS
- NO ADDITIONAL EMPLOYEES REQUESTED
- \$37,300 IN CAPITAL IMPROVEMENTS

ALL CAPITAL IMPROVEMENTS WERE APPROVED IN 2023. DUE TO FAA REGULATIONS OR LACK OF AVAILABILITY, BELOW ARE THE RESIDUAL AMOUNTS THAT WILL NEED TO BE ROLLED OVER INTO 2024.

### EQUIPMENT REQUESTS > \$5,000

Item	Total Request	Any Grants/Funding	Difference
Procure Vacuum Sweeper	\$26,500.00	\$25,200.00	\$1,300.00
Runway 12/30 Rehab	\$471,000.00	\$445,700.00	\$25,300.00
Main Gate/Fence Repair	\$34,000.00	\$32,300.00	\$1,700.00
Procure Snow Removal Equipment/Backhoe	\$187,000.00	\$178,000.00	\$9,000.00
<b>Total</b>	<b>\$718,500.00</b>	<b>\$681,200.00</b>	<b>\$37,300.00</b>

**TOOELE COUNTY  
RESOLUTION 2023-28**

**A RESOLUTION AMENDING (INCREASING) THE 2023 TOOELE COUNTY BUDGET – THE GENERAL FUND BY \$20,868**

**WHEREAS**, the County is authorized to amend and/or increase the budget pursuant to Utah Code Annotated, Section 17-36-26; and

**WHEREAS**, pursuant to Utah Code Annotated, Section 17-36-26, a public hearing on the adoption of the amended budget was regularly noticed up on September 8, 2023; and

**WHEREAS**, pursuant to Utah Code Annotated, Section 17-36-26, a public hearing on the adoption of the amended budget was conducted by the Tooele County Council on September 19, 2023, and all interested persons were given an opportunity to be heard;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE COUNTY COUNCIL**  
that the Tooele County amended budget for the 2023 fiscal year, attached hereto as Exhibit A, is hereby adopted. The General Fund is increasing by \$20,868, from \$46,734,540 to \$46,755,408, for 1) The Weeds Department has received additional funding for the Utah Department of Agriculture and Food BIL Grant (\$9,000); 2) Emergency Services has received a Fire Radio Grant (\$9,866.04); and 3) Emergency Services has received additional funding for the 2022 Homeland Security Grant (\$2002).

**DATED** this 19<sup>th</sup> day of September, 2023.

**ATTEST:**

---

TRACY D. SHAW, County Clerk

( S E A L )

**TOOELE COUNTY COUNCIL:**

---

JARED S. HAMNER, Council Chair

Council Member Hamner voted \_\_\_\_\_

Council Member Hoffmann voted \_\_\_\_\_

Council Member Stromberg voted \_\_\_\_\_

Council Member Thomas voted \_\_\_\_\_

Council Member Wardle voted \_\_\_\_\_

**APPROVED AS TO FORM:**

---

SCOTT A. BROADHEAD  
Tooele County Attorney

10	General Fund Revenues	2021	2022	2023	2023	2023
ACCOUNT	TITLE	ACTUALS	BUDGET	Approved Budget 08/1/2023	Proposed Budget 08/15/2023	Proposed Budget 09/19/2023
3110	GENERAL PROPERTY TAXES-CURRENT	6,469,239	6,869,081	7,316,960	7,316,960	7,316,960
3120	PRIOR YEARS' TAXES- GENERAL	535,546	405,500	450,000	450,000	450,000
3122	PRIOR YEARS' TAXES- COUNTY LEV	207,200	167,000	250,000	250,000	250,000
3130	SALES TAX - 1/4%	4,065,908	3,515,000	4,100,000	4,100,000	4,100,000
3130	MASS TRANSIT	2,019,271	2,025,000	2,000,000	2,000,000	2,000,000
3140	FRANCHISE TAXES	52,265	50,000	50,000	50,000	50,000
3162	ASSESSING & COLLECTING-COUNTY	2,156,160	2,183,610	2,395,730	2,395,730	2,395,730
3170	FEE-IN-LIEU PROPERTY/GENERAL	464,267	429,500	460,000	460,000	460,000
3172	FEE-IN-LIEU PROPERTY/COUNTY LE	142,695	131,550	150,000	150,000	150,000
3190	PENALTIES & INTEREST- GENERAL	230,437	178,350	235,000	235,000	235,000
3192	PENALTIES & INTEREST- COUNTY L	4,683	-	2,500	2,500	2,500
<b>3100</b>	<b>TOTAL TAXES</b>	<b>16,347,672</b>	<b>15,954,591</b>	<b>17,410,190</b>	<b>17,410,190</b>	<b>17,410,190</b>
	<b>CLERK</b>					
3210	BUSINESS LICENSES	29,150	31,000	25,000	25,000	25,000
<b>3200</b>	<b>TOTAL LICENSES &amp; PERMITS</b>	<b>29,150</b>	<b>31,000</b>	<b>25,000</b>	<b>25,000</b>	<b>25,000</b>
	<b>ATTORNEY</b>					
3333	INDIGENT DEFENSE GRANT (IDC)	267,149	202,268	333,600	333,600	333,600
3342	PROSECUTOR DRUG FORFEITURE REV	-	1,000	1,000	1,000	1,000
	<b>CLERK</b>					
3372	STATE GRANTS- CLERK	61,999	-			
	<b>CIC</b>					
3317	CHILDRENS JUSTICE CENTER	138,767	195,724	149,410	149,410	149,410
3325	VICTIM ADVOCATE GRANT	90,076	60,170	54,740	54,740	54,740
	<b>COUNTY MANAGER</b>					
	COUNTY MANAGER GRANT REVENUE			5,000	5,000	5,000
	<b>EOC</b>					
3323	EOC GRANT REVENUE	66,350	3,929	71,410	71,410	73,412
3366	EOC NRCS GRANT REVENUE	85,536	-	197,150	197,150	197,150
3374	EOC NRCS GRANT SOLDIER CANYON	-	125,000	895,000	895,000	895,000
3376	SFY23 FLOOD MITIGATION	-	-	138,000	138,000	138,000
	<b>FIRE</b>					
3324	HOMELAND SECURITY GRANT FIRE	20,556	-			
<b>NEW</b>	<b>FIRE RADIO GRANT</b>		-			<b>9,866</b>
	<b>RECORDER/SURVEYOR</b>					
3363	MONUMENT PRESERVATION REVENUE	5,640	5,500	5,500	5,500	5,500
3365	MONUMENT PRESERVATION GRANT	9,036	13,690	107,860	107,860	107,860
	<b>SHERIFF</b>					
3324	HOMELAND SECURITY SHERIFF	2,796	15,000	69,000	69,000	69,000
3358	BAILIFF REIMBURSED	211,104	203,000	207,000	207,000	207,000
3361	E911 FUNDS	651,756	600,000	0	0	0
3369	FEDERAL GRANTS- SHERIFF	8,340	-	0	0	0
3373	GRANTS- DISPATCH	91,958	-	670,000	670,000	670,000
	<b>TREASURER</b>					
3353	MOTOR VEHICLE FEES	96,528	96,500	96,500	96,500	96,500
	<b>WEEDS</b>					
3319	B.L.M. WEED GRANT	77,897	122,909	161,564	161,564	170,564
	<b>NON-DEPARTMENTAL</b>					
3330	PAYMENT IN LIEU OF TAXES	3,525,131	3,400,000	3,700,000	3,700,000	3,700,000
3340	CDBG GRANTS	48,589	55,000	0	0	0
3354	SECURITY SURCHARGE	71,448	94,700	100,000	100,000	100,000
3355	HAZARDOUS WASTE FEES	195,584	195,000	195,000	195,000	195,000
3359	LIQUOR FUND ALLOTMENT	77,523	71,000	72,000	72,000	72,000
3362	US FOREST SERVICE	1,000	5,000	2,000	2,000	2,000
3367	COVID-19 MAIN REIMBURSEMENT	946,543	-	0	0	0
3370	GRANTS- FIRE	13,376	16,950	0	0	0
3371	STATE GRANTS- SHERIFF	-	-	5,000	5,000	5,000
<b>3300</b>	<b>TOTAL INTERGOVERNMENTAL</b>	<b>6,764,681</b>	<b>5,482,340</b>	<b>7,236,734</b>	<b>7,236,734</b>	<b>7,257,602</b>

ASSESSOR						
3460	DATA REQUEST FEES- ASSESSOR	2,990	1,000	2,000	2,000	2,000
<b>ATTORNEY</b>						
3455	COUNTY PUBLIC DEFENDER FEE	20,591	17,000	20,000	20,000	20,000
<b>AUDITOR</b>						
3414	ADMIN FEES FOR TAX SALE	10,500	8,000	10,000	10,000	10,000
<b>CLERK</b>						
3411	CLERK FEES	131,459	90,000	138,000	138,000	138,000
3496	ELECTION COST REFUNDS	111,347	25,000	105,000	105,000	105,000
<b>EOC</b>						
3429	EOC COMMUNICATION SITE LEASES	60,793	28,000	60,210	60,210	60,210
3420	FIRE REVIEW FEES	920	-	1,500	1,500	1,500
<b>EXTENSION SERVICE</b>						
3478	USU EXTENSION PROGRAMS CC REV	-	-	4,750	4,750	4,750
<b>GIS</b>						
3477	GIS FEES	30	500	100	100	100
<b>JUSTICE COURT</b>						
3413	SMALL CLAIMS FEES	12,493	15,000	15,000	15,000	15,000
<b>PARKS AND RECREATION</b>						
<b>DESERET PEAK</b>						
3401	AQUATIC CENTER ADMISSIONS	-	67,000	67,000	67,000	67,000
3402	INDOOR ARENA ADMISSIONS	-	1,500	1,500	1,500	1,500
3404	HORSETRACK ADMISSIONS	-	1,000	1,000	1,000	1,000
3405	SWIMMING LESSONS	-	20,000	30,000	30,000	30,000
3406	CONCESSIONS- DPC	-	20,000	43,500	43,500	43,500
3407	CONCESSIONS- AQUATIC CENTER	-	65,000	90,000	90,000	90,000
3408	DONATIONS- DPC	-	25,000	25,000	25,000	25,000
3409	DPC UTILITY FEES REIMBURSEMENT	-	3,000	1,500	1,500	1,500
3432	CONFERENCE CENTER RENTS	-	7,500	10,000	10,000	10,000
3433	INDOOR ARENA RENT	-	15,000	25,000	25,000	25,000
3434	OUTDOOR ARENA RENT	-	6,000	8,500	8,500	8,500
3435	MOTORIZED ARENA RENT	-	4,000	0	0	0
3436	HORSETRACK RENT	-	2,000	2,000	2,000	2,000
3437	STALL RENT	-	3,000	2,000	2,000	2,000
3438	MOTO X TRACK RENT	-	20,000	15,000	15,000	15,000
3439	BMX TRACK RENT	-	500	1,500	1,500	1,500
3440	SOCCER FIELDS	-	3,000	3,000	3,000	3,000
3441	BALL FIELDS	-	4,000	0	0	0
3442	RV/CAMPING	-	10,000	10,000	10,000	10,000
3443	ARCHERY RENT	-	500	0	0	0
3444	DPC PAVILLION	-	3,500	3,000	3,000	3,000
3445	AQUATIC RENT	-	2,000	28,000	28,000	28,000
3431	RENT DESERET PEAK	-	15,000	15,000	15,000	15,000
<b>CANYONS CAMPGROUNDS AND TRAILS</b>						
3471	SETTLEMENT CANYON DAY PASS	105,788	80,000	80,000	80,000	80,000
3471	SETTLEMENT CANYON CAMPGROUNDS	-	-	45,000	45,000	45,000
3471	SETTLEMENT CANYON RENTS	-	-	10,000	10,000	10,000
3473	MIDDLE CANYON DAY PASS	65,988	60,000	60,000	60,000	60,000
3473	MIDDLE CANYON CAMPGROUNDS	-	-	20,000	20,000	20,000
3473	MIDDLE CANYON RENTS	-	-	350	350	350
3472	BENSON GRIST MILL DONAT/ GRANT	-	500	100	100	100
3472	BENSON GRIST MILL CAMPGROUNDS	-	-	500	500	500
3472	BENSON GRIST MILL STORE	-	-	2,000	2,000	2,000
3472	BENSON GRIST MILL RENTS	13,372	8,000	8,000	8,000	8,000
3473	OPHIR CAMPGROUNDS	7,264	6,000	6,000	6,000	6,000
3473	GRANTSVILLE RESERVOIR CAMPGROU	11,765	6,000	6,000	6,000	6,000
3473	TRAIL GRANT	14,479	20,000	20,000	20,000	20,000
<b>GENERAL PARKS AND REC</b>						
3415	DERBY REVENUE			60,000	60,000	60,000
3475	EMERGENCY REPAIR REVENUE	150	0			
3476	COUNTY FAIR RECEIPTS	63,597	-	5,000	5,000	5,000
3499	PARKS AND RECREATION GRANT	-	10,000	10,000	10,000	10,000

RECODER/SURVEYOR						
3412	RECORDER FEES	1,378,918	1,200,000	900,000	900,000	900,000
3417	SURVEYOR FEES	222,375	150,000	150,000	150,000	150,000
SHERIFF						
3421	SHERIFF FEES	17,069	18,000	18,000	18,000	18,000
3421	SHERIFF CONTRACT OVERTIME	46,772	55,000	30,000	30,000	30,000
3421	SCHOOL RESOURCE CONTRACT	70,000	75,500	258,500	258,500	258,500
3422	JAIL COMMISSARY REVENUE	156,460	60,000	90,000	90,000	90,000
3423	JAIL FEES	2,803,848	2,200,000	2,100,000	2,100,000	2,100,000
3424	DISPATCH FEES	827,501	700,000	727,000	727,000	727,000
3427	BOOKING FEES	18,439	20,000	17,000	17,000	17,000
3430	JAIL PHARMACY REIMBURSEMENT	36,839	36,000	36,000	36,000	36,000
NON-DEPARTMENTAL						
3497	IMPACT FEES - PUBLIC SAFETY	107,797	-	0	0	0
3498	IMPACT FEES - PARKS REC & TRLS	318,737	-	0	0	0
<b>3400</b>	<b>TOTAL CHARGES FOR SERVICES</b>	<b>6,638,280</b>	<b>5,188,000</b>	<b>5,398,510</b>	<b>5,398,510</b>	<b>5,398,510</b>
3511	JUSTICE COURT COUNTY FINES	533,771	567,000	500,000	500,000	500,000
3512	JUSTICE CRT TOOEL CITY FINES	-	-	15,000	15,000	15,000
3513	DISTRICT/CIRCUIT COURT FINES	12,609	11,000	20,000	20,000	20,000
3514	JUSTICE COURT SECURITY FINE	30,463	33,000	40,000	40,000	40,000
3515	JUSTICE CRT WEND CITY FINES	-	-	5,000	5,000	5,000
<b>3500</b>	<b>TOTAL FINES &amp; FORFEITURES</b>	<b>576,843</b>	<b>611,000</b>	<b>580,000</b>	<b>580,000</b>	<b>580,000</b>
3610	INTEREST- GENERAL FUND	94,591	50,000	65,000	65,000	65,000
3610	TAP REBATE	6,464	5,000	5,000	5,000	5,000
3610	P-CARD REBATE	10,904	5,000	7,500	7,500	7,500
3610	INVESTMENT INCOME	27,589	10,000	25,000	25,000	25,000
3611	LAKEVIEW BUS PARK AGREEMENT	-	420,000	5,000	5,000	5,000
3621	ADMINISTRATION BLDG RENTALS	372	50	50	50	50
3623	EOC GENERAL REVENUE	2,406	2,500	2,000	2,000	2,000
3640	SALE OF FIXED ASSETS	16,414	6,625	7,500	7,500	7,500
3690	MISCELLANEOUS REVENUE	45,301	10,000	10,000	10,000	10,000
3691	CANDIDATE FILING FEES	-	1,000	1,000	1,000	1,000
3694	MISC. REVENUE- SHERIFF	9,462	-	-	-	-
<b>3600</b>	<b>TOTAL MISCELLANEOUS</b>	<b>213,503</b>	<b>510,175</b>	<b>128,050</b>	<b>128,050</b>	<b>128,050</b>
3831	TRANSFER FOR ADMIN FEES	352,546	1,364,813	800,000	800,000	800,000
3832	TRANSFER FROM MUNICIPAL SVC FU	5,023,127	5,330,479	6,179,088	6,179,088	6,179,088
3834	TRANSFER FROM TRT FUND	-	321,500	0	0	0
3835	TRANSFER FROM OTHER FUNDS	491,195	10,000,000	0	0	0
3836	TRANSFER FROM IMPACT FEE FUND	-	85,000	0	0	0
3870	MITIGATION-WEST DESERT	3,514,053	3,730,000	3,700,000	3,700,000	3,700,000
3872	MITIGATION-REGIONAL LANDFILL	552,158	540,000	531,000	531,000	531,000
3873	5 MILE PASS LANDFILL	74,662	20,000	10,000	10,000	10,000
3890	BEG GN/FD FUND BALANCE APPROP	-	8,044,368	4,710,969	4,735,969	4,735,969
<b>3800</b>	<b>TOTAL CONTRIBUTIONS/TRANSFERS</b>	<b>10,007,741</b>	<b>29,436,160</b>	<b>15,931,056</b>	<b>15,956,056</b>	<b>15,956,056</b>
<b>3000</b>	<b>TOTAL GEN/FUND REVENUES</b>	<b>40,577,869</b>	<b>57,213,266</b>	<b>46,709,540</b>	<b>46,734,540</b>	<b>46,755,408</b>

10	General Fund Expenses	2021	2022	2023	2023	2023
ACCOUNT	TITLE	ACTUALS	BUDGET	Approved Budget 08/1/2023	Proposed Budget 08/15/2023	Proposed Budget 09/19/2023
<b>GENERAL GOVERNMENT EXPENSES</b>						
4111	COUNCIL	332,503	320,100	361,570	361,570	361,570
4112	EXECUTIVE BRANCH	399,195	488,500	581,900	581,900	581,900
4121	DISTRICT COURT	3,937	23,250	12,100	12,100	12,100
4122	TOOELE VALLEY JUSTICE COURT	510,803	622,070	615,900	615,900	615,900
4123	JUVENILE COURT	14,078	36,000	12,000	12,000	12,000
4125	PUBLIC DEFENDER	598,920	698,018	687,920	687,920	687,920
4132	CAREER SERVICE COUNCIL	600	0	0	0	0
4134	HUMAN RESOURCES	836,380	475,900	522,110	522,110	522,110
4136	INFORMATION TECHNOLOGY	1,673,597	2,042,782	3,633,060	3,633,060	3,633,060
4141	AUDITOR	356,245	528,700	607,290	607,290	607,290
4142	CLERK	440,148	480,145	516,870	516,870	516,870
4143	TREASURER	515,409	587,050	622,450	622,450	622,450
4144	RECORDER	733,241	835,720	996,310	996,310	996,310
4145	ATTORNEY	1,485,663	1,701,280	1,945,060	1,945,060	1,945,060
4146	ASSESSOR	881,984	1,067,000	1,197,060	1,197,060	1,197,060
4147	SURVEYOR	97,036	266,100	397,450	397,450	397,450
4150	NON-DEPARTMENTAL	684,489	2,588,600	1,842,700	1,842,700	1,842,700
4160	PUBLIC BUILDINGS	1,650,663	2,645,384	2,415,613	2,415,613	2,415,613
4170	ELECTION	187,575	215,500	149,750	149,750	149,750
4960	MISCELLANEOUS	246,567	-	-	-	-
<b>PUBLIC SAFETY</b>						
4210	SHERIFF	3,744,983	4,990,936	5,212,342	5,212,342	5,212,342
4215	SHERIFF'S DISPATCH	1,473,080	1,763,240	1,997,230	1,997,230	1,997,230
4218	SEARCH AND RESCUE	11,257	17,500	31,671	31,671	31,671
4220	FIRE DEPARTMENT	612,164	947,500	1,170,720	1,170,720	1,180,586
4230	COUNTY JAIL	4,961,876	5,917,680	6,781,538	6,781,538	6,781,538
4252	NATURAL RESOURCES	3,000	32,850	33,150	33,150	33,150
4255	EMERGENCY MANAGEMENT	905,191	1,364,429	2,784,020	2,784,020	2,786,022
<b>HUMAN SERVICES</b>						
4320	CHILDREN'S JUSTICE CENTER	299,597	356,164	353,050	353,050	353,050
	CRIMINAL JUSTICE COUNCIL			167,930	167,930	167,930
<b>HIGHWAYS &amp; PUBLIC IMPROV.</b>						
4450	WEED CONTROL	375,023	456,769	567,554	567,554	576,554
4460	G.I.S.	158,071	296,900	333,430	333,430	333,430
<b>PARKS &amp; RECREATION</b>						
4511	PARKS AND RECREATION	271,904	2,899,756	3,682,842	3,682,842	3,682,842
4520	EXHIBITS	85,419	101,000	171,000	171,000	171,000
4550	EXTENSION SERVICE	207,846	236,690	235,050	235,050	235,050
4712	DPC BOND	-	406,500	0	0	0
<b>ECONOMIC DEVELOPMENT</b>						
4640	ECONOMIC DEVELOPMENT	48,589	-	0	0	0
4641-700	MASS TRANSIT EXPENSE	2,019,271	2,025,000	2,050,000	2,050,000	2,050,000
4645	WATER DEVELOPMENT	12,535	-	0	0	0
<b>TRANSFERS &amp; OTHER USES</b>						
4830-920	TRANSFER(21 FD) HUMAN SVCS	2,864,899	2,648,373	1,508,070	1,508,070	1,508,070
4830-922	TRANSFER(25 FD) AGING-ADULT SVC	721,434	0	915,330	915,330	915,330
4830-923	TRANSFER(31 FD) DEBT SERVICE	240,000	911,800	-	-	0
4830-924	TRANSFER(40 FD) CAPITAL PROJECTS	17,730,000	15,118,080	0	25,000	25,000
4830-932	TRANSFER (32 FD) MBA DEBT SVC	682,191	0	1,347,500	1,347,500	1,347,500
4830-933	TRANSFER IMPACT FEES TO OTHER	108,733	125,000	-	-	-
4830-934	TRANSFER TO HEALTH INSURANCE FUND		300,000			
4830-935	TRANSFER IMPACT FEE BAL TO IMP	-	675,000	250,000	250,000	250,000
<b>TRANSFER TO OTHER GOVERNMENTS</b>						
4840	TRANSFER TO OTHER GOVERNMENTS	181,600	-	-	-	-
<b>COVID-19 CARES ACT</b>						
4900	COVID-19 CARES ACT	946,543	-	-	-	-
<b>4000</b>	<b>TOTAL GENERAL FUND EXPENSE</b>	<b>50,314,238</b>	<b>57,213,266</b>	<b>46,709,540</b>	<b>46,734,540</b>	<b>46,755,408</b>

10	GENERAL FUND - FIRE DEPARTMENT	2021	2022	2023	2023
ACCOUNT	TITLE	ACTUALS	BUDGET	Proposed Budget 06/20/23	Proposed Budget 09/5/23
110	SALARIES & WAGES	23,221	59,100	73,340	73,340
130	EMPLOYEE BENEFITS	2,101	5,700	21,430	21,430
200	WILDFIRE PREVENTION	99,943	308,140	308,140	308,140
201	STATE/INTERAGENCY SUPPRESSION	25,754	75,000	75,000	75,000
202	TERRA/IBAPAH FIRE DEPARTMENT	43,875	37,650	45,000	45,000
203	FIRE CHIEFS M. S. & S.	1,000	-		
204	WILDFIRE MITIGATION	214,896	-		
205	WILDFIRE PREPAREDNESS	123,765	-		
230	COUNTY INITIAL ATTACK	3,121	22,001	40,000	40,000
206	FIRE-HOMELAND SECURITY GRANT	20,556	-	48,700	48,700
207	FIRE-HOMELAND SECURITY GRANT	-	19,499		
310	FIRE WARDEN/AST WARDEN	48,118	73,010	73,010	73,010
311	WARDEN PROGRAM SUPPORT	-	18,350	10,000	10,000
740	COUNTY FIRE DEPT EQUIPMENT	5,814	18,000	37,000	37,000
740	STATE WILDFIRE EQUIPMENT	-	129,450	120,000	120,000
500	CAARGP GRANT			80,000	80,000
312	PROFESSIONAL & TECHNICAL			15,000	15,000
	VEHICLE O & M			15,000	15,000
207	COUNTY MATERIALS, SUPPLIES & S			27,500	27,500
NEW	RADIO GRANT				9,866
900	TRANSFER TO MUNICIPALITIES	-	181,600	181,600	181,600
4220	GENERAL FUND - FIRE DEPARTMENT	612,164	947,500	1,170,720	1,180,586

10	GENERAL FUND - EMERGENCY MANAGEMENT ASSIST	2021	2022	2023	2023
ACCOUNT	TITLE	ACTUALS	BUDGET	Proposed Budget 06/20/23	Proposed Budget 09/5/23
110	SALARIES & WAGES	196,135	220,900	277,820	277,820
110	SALARIES & WAGES- EMERGENCY RE	31,124	-		
111	OVERTIME	-	10,000	5,000	5,000
130	EMPLOYEE BENEFITS	84,104	89,100	115,590	115,590
130	EMPLOYEE BENEFITS- EMERGENCY R	6,116	-		
200	MATERIALS, SUPP & SERV	19,902	53,100	65,000	65,000
200	IN HOUSE TRAINING SUPPLIES	1,213	2,550	3,000	3,000
201	COMMUNICATIONS	7,310	485	4,500	4,500
202	PUBLIC EDUCATION	8,863	2,500	4,000	4,000
203	SOUTH MOUNTAIN LEASE	22,465	22,465	27,340	27,340
230	TRAVEL & TRAINING	1,220	3,500	4,000	4,000
291	PHONE ALLOWANCE	1,740	1,740	1,740	1,740
310	FACILITIES	163,188	143,400	162,700	162,700
310	CAPITAL EXPENDITURES	-	-	-	-
311	LEPC	6,286	900	1,500	1,500
312	VEHICLE O&M	21,099	18,200	23,300	23,300
313	PROFESSIONAL & TECHNICAL	47,171	35,800	65,000	65,000
720	CAPITAL EXPENDITURES	-	98,920	11,300	11,300
740	EQUIPMENT	7,780	68,500	120,000	120,000
742	ALERT & NOTIFICATION SYSTEM/EQ	14,029	16,000	25,000	25,000
743	SFY23 FLOOD MITIGATION FUNDING	-	-	138,000	138,000
744	COMMUNICATIONS SITES & EQUIP	159,465	168,790	160,000	160,000
746	AUTOMATION SYSTEMS & EQUIP	-	3,500	5,000	5,000
753	HOMELAND SECURITY GRANT	-	8,429	27,620	29,622
757	LOCAL DISASTER RECOVERY ACCOUNT	-	26,000	25,000	25,000
758	NRCS GRANT EXPENSE	85,536	197,150	197,150	197,150
759	PRE-DISASTER MITIGATION GRANT	20,443	47,500	50,000	50,000
761	NRCS GRANT SOLDIER CANYON		125,000	1,264,460	1,264,460
4255	GENERAL FUND - EMERGENCY MANAGEMENT ASSIST	905,191	1,364,429	2,784,020	2,786,022

10	GENERAL FUND - WEED CONTROL	2021	2022	2023	2023
ACCOUNT	TITLE	ACTUALS	BUDGET	Approved Budget 06/20/23	Proposed Budget 09/19/23
110	SALARIES & WAGES	167,549	203,900	232,220	232,220
111	SALARIES & WAGES OVERTIME	674	4,000	500	500
130	EMPLOYEE BENEFITS	54,713	65,800	80,000	80,000
200	MATERIALS, SUPP & SERV	14,816	15,000	15,000	15,000
220	PUBLIC NOTICES	35	500	100	100
230	TRAVEL AND TRAINING	1,466	1,500	1,500	1,500
240	OFFICE EXPENSE	-	300	300	300
250	EQUIPMENT O & M	25,104	22,000	24,640	24,640
270	UTILITIES	341	2,200	700	700
291	PHONE ALLOWANCE	1,000	1,320	1,320	1,320
740	EQUIPMENT	60,000	-	42,000	42,000
750	SPECIAL PROJECTS (WEED BOARD)	5,936	10,000	9,000	9,000
751-001	ISM WEED BOARD	8,416	72,630	98,780	98,780
751-002	ISM SOUTH OQUIRRH	5,681	-	-	-
751-003	ISM SQUARROSE		15,000	15,000	15,000
751-004	BLM CONTRACT	160	14,840	7,500	7,500
751-005	USFS CONTRACT	4,133	18,000	9,000	9,000
751-006	UWSA USFS WEED BOARD	5,000	9,779	9,994	9,994
751-008	UDAF BIL Riparian	19,998	-	20,000	29,000
<b>4450</b>	<b>GENERAL FUND - WEED CONTROL</b>	<b>375,023</b>	<b>456,769</b>	<b>567,554</b>	<b>576,554</b>

**Tooele County**  
**Budget Adjustment Request**

<b>Department</b>	Weeds
<b>Requestor</b>	Jerry Caldwell
<b>Date</b>	July 31, 2023

**Reason For Adjustment:**

We received an additional \$9,000 for this Utah Department of Agriculture and Food BIL grant.

Select One:	Purpose:	Type:	Council Approval:	Agenda:	Public Hearing:
<input type="checkbox"/>	Reclassify revenue or expense to different account	Revenue Or Expense Transfer	No	NO	NO
<input type="checkbox"/>	Move funds to different lines within a department	Line-Item Transfer	<\$15,000- NO >\$15,000-YES	<\$15,000- NO >\$15,000-YES	NO
<input checked="" type="checkbox"/>	Add funding to a budget	Budget Increase	YES	YES	YES

Revenue/From Account		Amount	Expense/To Account	
Account Name	Account #		Account Name	Account #
Weed Grant Revenue	11031800-330100	\$9,000.00	UDAF BIL Riparian	11031800-460102

<b>Department Head</b>	<b>Signature</b>	<b>Date</b>
Jerry Caldwell		
<b>Auditor</b>		1.7.23
>\$15,000		
<b>Manager Approval (Prior to Council Meeting)</b>		
<b>Council Approval 1</b>		
<b>Council Approval 2</b>		
<b>Council Approval 3</b>		

**Tooele County**  
**Budget Adjustment Request**

<b>Department</b>	Emergency Services
<b>Requestor</b>	Beckie Boekweg
<b>Date</b>	August 14, 2023

**Reason For Adjustment:**

Fire Radio Grant received

Select One:	Purpose:	Type:	Council Approval:	Agenda:	Public Hearing:
<input type="checkbox"/>	Reclassify revenue or expense to different account	Revenue Or Expense Transfer	No	NO	NO
<input type="checkbox"/>	Move funds to different lines within a department	Line-Item Transfer	<\$15,000- NO >\$15,000-YES	<\$15,000- NO >\$15,000-YES	NO
<input checked="" type="checkbox"/>	Add funding to a budget	Budget Increase	YES	YES	YES

Revenue/From Account		Amount	Expense/To Account	
Account Name	Account #		Account Name	Account #
		\$9,866.04	Fire Radio Grant Revenue	11020900-330208
		\$9,866.04	Fire Radio Grant Expense	11020900-460202

Department Head	Signature	Date
Department Head	 Bucky Whitehouse Key: 50cbdd3dd4e60070160903fe957d0df6	August 14, 2023
Auditor		PK 23
	>\$15,000	
Manager Approval (Prior to Council Meeting)		
Council Approval 1		
Council Approval 2		
Council Approval 3		

**Tooele County**  
**Budget Adjustment Request**

<b>Department</b>	Emergency Services
<b>Requestor</b>	Beckie Boekweg
<b>Date</b>	August 16, 2023

**Reason For Adjustment:**

Increase in award for 2022 Homeland Security Grant

Select One:	Purpose:	Type:	Council Approval:	Agenda:	Public Hearing:
<input type="checkbox"/>	Reclassify revenue or expense to different account	Revenue Or Expense Transfer	No	NO	NO
<input type="checkbox"/>	Move funds to different lines within a department	Line-Item Transfer	<\$15,000- NO >\$15,000-YES	<\$15,000- NO >\$15,000-YES	NO
<input checked="" type="checkbox"/>	Add funding to a budget	Budget Increase	YES	YES	YES

Revenue/From Account		Amount	Expense/To Account	
Account Name	Account #		Account Name	Account #
		\$2,002.00	Homeland Security Grant	11021200-460101
		\$2,002.00	Homeland Security Grant	11021200-330201

	Signature	Date
<b>Department Head</b>	 eSigned via SeamlessDocs.com Key: 50bcbdd3d94e60978160803fe957d0d5a	August 16, 2023
<b>Auditor</b>	 8-18-23	
	>\$15,000	
<b>Manager Approval (Prior to Council Meeting)</b>		
<b>Council Approval 1</b>		
<b>Council Approval 2</b>		
<b>Council Approval 3</b>		

Tooele County, Utah

September 19, 2023

Resolution 2023-26

The County Council (the “Council”) of Tooele County, Utah (the “County”), met in regular session (including by electronic means) on September 19, 2023, at its regular meeting place in Tooele County, Utah at 7:00 p.m., with the following members of the Council being present:

Jared Hamner	Chair
Scott Wardle	Vice Chair
Tye Hoffmann	Councilman
Erik Stromberg	Councilman
Kendall Thomas	Councilman

Also present:

Andy Welch	County Manager
Michael Jensen	County Treasurer
Scott Broadhead	County Attorney
Tracy Shaw	County Clerk

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the County Clerk presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this September 19, 2023, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_ adopted by the following vote:

AYE: Hamner, Wardle, Hoffmann, Stromberg, Thomas

NAY: None

The resolution was later signed by the Chair and recorded by the County Clerk in the official records of the County. The resolution is as follows:

**TOOELE COUNTY  
RESOLUTION 2023-26**

**A RESOLUTION OF THE COUNTY COUNCIL (THE “COUNCIL”) OF  
TOOELE COUNTY, UTAH (THE “COUNTY”), RATIFYING THE  
CREATION OF THE OQUIRRH POINT PUBLIC INFRASTRUCTURE  
DISTRICTS NO. 1 THROUGH 4 (THE “DISTRICTS”) AS INDEPENDENT  
DISTRICTS; RATIFYING AND APPROVING A CREATION  
RESOLUTION, GOVERNING DOCUMENT, AN ANNEXATION AREA,  
AND INTERLOCAL AGREEMENT, AS PREVIOUSLY APPROVED BY  
THE CITY COUNCIL (THE “COUNCIL”) OF ERDA CITY, UTAH (THE  
“CITY”); RATIFYING OTHER DOCUMENTS IN CONNECTION  
THEREWITH; AND RELATED MATTERS**

**WHEREAS**, a petition (the “Petition”) was previously filed with the City requesting adoption by resolution the approval of the creation of public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4 Utah Code Annotated 1953, as amended (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities - Local Districts, Title 17B (together with the PID Act, the “Act”) within the boundaries of the City and approve an annexation area (the “Annexation Area”) which the Districts may annex into or withdrawal therefrom without further approval or hearings of the City or the Council, as further described in Governing Document Exhibit B (as hereinafter defined) for the purpose of financing public infrastructure costs; and

**WHEREAS**, on July 13, 2023, the City previously adopted a resolution authorizing the creation of the Districts (the “Original Resolution”); and

**WHEREAS**, the Districts were incorporated on July 26, 2023 upon the issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State; and

**WHEREAS**, there is a pending lawsuit challenging the City’s incorporation which could impact the City’s approval of the creation of the Districts; and

**WHEREAS**, in the event the City was not properly incorporated or the area comprising the District boundaries or annexation area are deemed outside of the City’s boundaries, the County would be deemed the proper creating entity for the Districts; and

**WHEREAS**, the County is able and willing to ratify and approve of the creation of the Districts and the Original Resolution, Governing Document, Interlocal Agreement, and other documents in connection therewith, such that in the event that the City’s incorporation is found to be invalid or any affected District area is removed from the City’s boundaries, the County will be deemed the creating entity of the Districts for purposes of the Act;

**WHEREAS**, pursuant to the terms of the Act, the County may create one or more public infrastructure districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the Districts (the “Property Owners”); and

**WHEREAS**, it is advisable to ratify the creation of the Districts under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

**WHEREAS**, the governance of the Districts shall be in accordance with the PID Act and the terms of a governing document (the “Governing Document”) attached hereto as Exhibit B and an Interlocal Agreement between the City and the District, attached to the Governing Document as Governing Document Exhibit C.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL, AS FOLLOWS:**

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. Creation of the Districts as separate entities from the County in accordance with the Governing Document and the Act is hereby ratified and approved. The boundaries of the Districts shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby ratify approval of the annexation of any area within the Annexation Area Boundaries into the Districts without any further action of the Council or the County and further approves withdrawal of any area within the Initial District Boundaries (as defined in the Governing Document) or Annexation Area Boundaries from the Districts without any further action, hearings, or resolutions of the Council or the County, upon compliance with the terms of the PID Act and the Governing Document.

4. The Council does hereby ratify the authorization of the Districts to provide services relating to the financing and construction of public infrastructure, including within the Annexation Area upon annexation thereof into the Districts without further request of the Districts to the County to provide such service under 17B-1-407, Utah Code Annotated 1953 or resolutions of the County under 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Council that the creation and organization of the Districts pursuant to the PID Act is hereby ratified and approved.

6. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit C are hereby authorized and approved and the Districts shall be governed by the terms thereof and applicable law.

7. The Boards of Trustees of the Districts (the “District Boards”) shall be composed of three Trustees who were previously appointed by the City pursuant to the PID Act. To the extent necessary, the County ratifies and approves of such appointments. All Trustees shall hold at large seats. Trustee terms for each District shall be staggered with initial terms as follows: Trustee 3 shall serve an initial term of 4 years; Trustees 1 and 2 shall serve an initial term of 6 years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the

Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of such District.

8. The Council does hereby authorize the Chair or a Councilman to execute such documents as shall be required to accomplish the actions contemplated herein on behalf of the Council and make any necessary submissions to the Office of the Lieutenant Governor of the State of Utah. If it becomes necessary for the County to assume the role of Creating Entity, the County agrees to execute the Interlocal Agreement, with the County substituted in place of the City in the Governing Document and Interlocal Agreement, and to execute such other documents as may be necessary in connection herewith, including if necessary, notices of boundary actions and plats concerning the creation of the Districts.

9. The Council does hereby authorize any Councilman, the County Attorney, or the Manager of the County to make any corrections, deletions, or additions to the Governing Document, the Interlocal Agreement, and the Boundary Notice or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States (provided that the debt and mill levy limitations established therein may not be modified pursuant to this provision).

10. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

11. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

12. This resolution shall take effect immediately provided that, in the event that the Plat is not finalized for submission to the Office of the Lieutenant Governor until a date that is more than 30 days after adoption of this Resolution, the effective date of this Resolution will be deemed to be the date the Plat is finalized, as certified in writing by any one of the a Councilman, the County Attorney, or the County Manager.

PASSED AND ADOPTED by the County Council of Tooele County, Utah, this September 19, 2023.

**ATTEST:**

---

TRACY D. SHAW, County Clerk

( S E A L )

**TOOELE COUNTY COUNCIL:**

---

JARED S. HAMNER, Council Chair

Council Member Hamner voted

Council Member Hoffmann voted

Council Member Stromberg voted

Council Member Thomas voted

Council Member Wardle voted

**APPROVED AS TO FORM:**

---

NATHAN HARRIS  
Deputy Tooele County Attorney

STATE OF UTAH )  
: ss.  
COUNTY OF TOOKELE )

I, Tracy Shaw, the undersigned duly qualified and acting County Clerk of Tooele County, Utah (the "County"), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the County Council (the "Council"), had and taken at a lawful meeting of the Council on September 19, 2023, commencing at the hour of 7:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County, this September 19, 2023.

---

Tracy Shaw  
County Clerk

## EXHIBIT A

### CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Brittany Lopez, the Assistant Manager of Tooele County, Utah (the “County”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the “Council”) on September 19, 2023, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the County’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2023 Annual Meeting Schedule for the Council of (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the County to be held during the year, by causing said Notice to be (i) posted on \_\_\_\_\_, at the principal office of the County, (ii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year, and (iii) in a public location within the County that is reasonably likely to be seen by residents of the County.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 19, 2023.

---

Brittany Lopez  
Assistant County Manager

SCHEDULE 1  
NOTICE OF MEETING AND AGENDA

DRAFT

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

DRAFT

EXHIBIT B  
GOVERNING DOCUMENT

DRAFT

**INDEMNIFICATION AGREEMENT**  
**OQUIRRH POINT PUBLIC INFRASTRUCTURE DISTRICTS NO. 1, 2, 3 AND 4**

AGREEMENT dated this 19th day of September, 2023, by and between Tooele County ("County") and Oquirrh Point Public Infrastructure Districts No. 1, 2, 3 and 4 (collectively, "PIDs"), all political subdivisions of the State of Utah.

WHEREAS, Erda City authorized PIDs via resolution dated July 13, 2023, and the Lt. Governor's Office issued a Certificates of Creation for PIDs on July 26, 2023; and

WHEREAS, Erda City is subject to litigation that challenges its incorporation and/or seeks its disincorporation; and

WHEREAS, County intends to authorize a resolution ratifying and approving the creation of PIDs and agreeing to assume the role of Creating Entity for PIDs if Erda City is disincorporated or if PIDs are determined, in whole or in part, to be outside Erda City's boundaries; and

WHEREAS, County desires to avoid legal liability for PIDs' actions and potential legal challenges;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. County's agreement to assume the role of Creating Entity is good and sufficient legal consideration for this Agreement.
2. PIDs shall individually and collectively indemnify and hold harmless County and its officers and employees from and against all claims arising out of or related to PIDs' actions, creation, or existence.
3. If County is required to defend itself or PIDs in any claim or litigation arising out of or related to PIDs' actions, creation, or existence, PIDs shall individually and collectively indemnify County for all attorneys' fees and costs, and for all adverse judgments or other liabilities.

---

Derald Anderson, Trustee

---

Date

---

Matt Donaldson, Trustee

---

Date

---

Joseph White, Trustee

---

Date

**TOOELE COUNTY  
RESOLUTION 2023-27**

**A RESOLUTION AMENDING THE POLICY GOVERNING THE APPLICATION AND REVIEW PROCESS FOR PROPOSED PUBLIC INFRASTRUCTURE DISTRICTS IN TOOELE COUNTY**

**WHEREAS**, the County Council previously adopted Resolution 2022-47, entitled “A Resolution Adopting the Policy Governing the Application and Review Process for Proposed Infrastructure Districts in Tooele County” effective November 1, 2022; and

**WHEREAS**, Utah Code Section 17D-4-201(6)(d) states that each public infrastructure district, and not the county, bears the sole responsibility to collect and enforce taxes, fees and assessments imposed by that public infrastructure district; and

**WHEREAS**, the County Council finds it expedient to amend the Policy Governing the Application and Review Process for Proposed Infrastructure Districts in Tooele County to address the County’s lack of any role in the collection and enforcement of taxes, fees and assessments imposed by public infrastructure districts;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE COUNTY COUNCIL**  
that the attached “Amended Policy Governing the Application and Review Process for Proposed Public Infrastructure Districts in Tooele County” is hereby adopted.

**EFFECTIVE DATE:** This resolution shall take effect immediately upon passage.

**DATED** this 19<sup>th</sup> day of September, 2023.

**ATTEST:**

---

TRACY D. SHAW, County Clerk

( S E A L )

**TOOELE COUNTY COUNCIL:**

---

JARED S. HAMNER, Council Chair

Council Member Hamner voted \_\_\_\_\_

Council Member Hoffmann voted \_\_\_\_\_

Council Member Stromberg voted \_\_\_\_\_

Council Member Thomas voted \_\_\_\_\_

Council Member Wardle voted \_\_\_\_\_

**APPROVED AS TO FORM:**

---

NATHAN HARRIS  
Deputy Tooole County Attorney

# AMENDED POLICY GOVERNING THE APPLICATION AND REVIEW PROCESS FOR PROPOSED PUBLIC INFRASTRUCTURE DISTRICTS

## IN TOOELE COUNTY

Adopted November 1, 2022

Amended November 29, 2022

**Amended September 19, 2023**

### A. PURPOSE AND PROHIBITION

To establish application requirements, review criteria, and processes for the consideration of requests to create public infrastructure districts (“PIDs”) in unincorporated Tooele County (“County”). County will not create public infrastructure districts for single-family residential developments. County will not create public infrastructure districts that include tax increment funding. County will not collect any taxes, fees or assessments imposed by a public infrastructure district.

### B. POLICY

It is the policy of the County to provide standard procedures to process, review, and resolve requests to create PIDs. The creation of a PID is subject to the sole discretion of the County Council (“Council”). Compliance with this policy does not obligate the Council to approve the formation of a PID.

### C. PRELIMINARY PETITION

#### 1. Contents

The applicant shall submit a preliminary petition to create a PID to the Tooele County Community Development Department (“CDD”).

The preliminary petition shall contain evidence of consent to the creation of the proposed PID, and consent to the issuance of debt in an amount sufficient to finance the proposed infrastructure, by 100% of surface property owners and registered voters within the proposed PID boundary.

The preliminary petition shall include or be accompanied by the following information in summary form:

- (a) A legal description and a preliminary local entity map of the proposed PID boundary that has been prepared and certified by a licensed surveyor;
- (b) A summary of needed infrastructure, services, and facilities;
- (c) A general description of infrastructure construction phasing based on development projections;
- (d) Regional and local infrastructure the proposed PID will provide;

- (e) Estimated construction costs for the infrastructure;
- (f) A proposed timeline for PID creation and infrastructure completion;
- (g) A sample finance plan showing the possible sources and uses of PID funds; and
- (h) An economic benefit analysis showing anticipated private investment amounts, anticipated bonded investment amounts, anticipated tax benefits, anticipated numbers of jobs that will be created, and so forth. The analysis shall be reviewed by a certified public accountant and accompanied by the accountant's opinion.

Each item shall be separately addressed in the order listed in this policy and shall be labeled and formatted in such a way that each item is readily recognizable.

## **2. Review**

The CDD and County Manager shall review the preliminary petition for compliance with the above criteria. Once the CDD and County Manager determine that the preliminary petition complies with the above criteria, the County Manager shall present the preliminary petition to the Council in an open Council meeting. The CDD and County Manager may make recommendations to the Council. Upon invitation by the Council, the applicant may make recommendations to the Council. The Council shall then determine whether to allow the applicant to file an application.

## **D. APPLICATION**

### **1. Contents**

The applicant shall submit a written application to create a PID to the CDD. The application shall include or be accompanied by the following information:

- (a) An adequate narrative that describes the proposed development, identifies a need for public financing that cannot be filled elsewhere in the private market, and describes how the creation of a PID will benefit future landowners and County residents generally;
- (b) A preliminary local entity map of the proposed PID boundary that has been prepared and certified by a licensed surveyor;
- (c) A site plan showing current improvements, proposed improvements, and any development currently built or planned to be built within the PID;
- (d) An infrastructure plan, which shall include:
  - (1) An itemization and description of all needed infrastructure (both regional and local) and facilities within the PID boundary;

- (2) Preliminary engineering or architectural surveys showing how the proposed infrastructure is to be built;
- (3) A complete description of any facilities to be constructed;
- (4) Cost estimates for all facilities and improvements, including adjustments for inflation;
- (5) A general description of construction phasing based on development projections;
- (6) A list of all public entities that will receive infrastructure financed through the proposed PID; and
- (7) If the proposed PID boundary overlaps with another PID, an explanation of the relationship between the entities and an outline of any plans to utilize an inclusion area or multi-district structuring.

(e) Long term operational and financing plan, which, at a minimum, shall include:

- (1) An estimate of the population and valuation for assessment of the proposed PID, taking into account the time horizon for the proposed debt;
- (2) A proforma financial overview, including total costs, total revenues, anticipated numbers of jobs that will be created, and business plans designed to achieve and maintain development plans;
- (3) A sample finance plan showing how the proposed financing might take place, recognizing that the actual financing terms and structure will be approved by the PID board within the parameters of the governing document;
- (4) The anticipated maximum or fixed maximum mill levy required to meet debt service of the PID;
- (5) An analysis of proposed mill levies considering outstanding debt and mill levies of other taxing entities affecting the area;
- (6) A comparison of the mill levies of similar taxing entities in the area;
- (7) Proposed operating budgets for the PID's first three years of existence;
- (8) Any other forms of public financing and assistance being sought, including assessment areas and tax increment financing;
- (9) The maximum debt proposed to be incurred by the PID;
- (10) A description of the scheduling and phasing of all capital improvements and building plans and their relationship to the financial stability of the PID;

- (11) If the financial plan identifies any contributions by the developer to the PID, all agreements or proposed agreements between the developer and the proposed PID;
- (12) A list of items that will be purchased or leased by the PID from the developer/applicant (e.g., land, rights of way, water rights, etc.); and
- (13) Plans to mitigate any shortfalls in the PID's ability to meet financial obligations.

(f) A description of the proposed administrative structure of the PID demonstrating the ability of the PID to meet the administrative requirements found in the Fiscal Procedures for Local Districts Part of the Utah Code Title for Limited Purpose Local Government Entities - Local Districts;

(g) Past and present financial difficulties (insolvency, bankruptcy, lawsuits, significant contract disputes, foreclosure proceedings, etc.) of the applicant/developer and any of its related businesses including subsidiaries, partnerships, and/or affiliates;

(h) Background information on the developer/applicant and financial relationships between property owners, developer/applicant and the PID;

(i) A traffic study;

(j) Sources and amounts of water for the development and the impact water usage in the development will have on surrounding properties; and

(k) Any other information reasonably be requested by the County.

Each item shall be separately addressed in the order listed in this policy and shall be labeled and formatted in such a way that each item is readily recognizable.

## **2. Review**

Applications shall be initially reviewed by an ad hoc committee appointed by the Council to advise the Council and other policymakers. The committee shall be comprised of individuals representing the County's community, economic, financial, and legal interests. The committee shall be tasked with reviewing the application for completeness and consistency with the Act, this policy, and other applicable state statutes and county ordinances.

In evaluating an application, the committee may submit the financial aspects to a qualified accountant or certified public accountant for an opinion on the plan and costs listed in the application.

After committee review of the application is complete, the committee shall report its findings to the Council. The Council has sole and unfettered discretion to adopt a resolution authorizing the preparation of a governing document. Compliance with all the criteria outlined in this policy does not obligate the Council to adopt such a resolution.

**E. GOVERNING DOCUMENT**

If the Council adopts a resolution authorizing the preparation of a governing document, the applicant and county legal counsel shall prepare such a document and submit the same to the Council for consideration and approval. Each governing document shall include a provision allowing County to impose and collect administrative fees for the collection of taxes levied by the PID.

**F. FEES AND OTHER EXPENSES**

The applicant shall pay the established fee for the preliminary petition at the time of submission to the CDD. The applicant shall pay the established fee for the application at the time of submission to the CDD.

In addition to the established fees, the applicant shall pay all reasonable consultant, legal, and other fees and expenses incurred by the County. The governing document shall not be approved by the Council until all such fees and expenses have been paid in full.



## Tooele County Council Agenda Item Summary

Department Making Request:	Meeting Date:
----------------------------	---------------

<b>Mark Options That Apply:</b>		
<input checked="" type="checkbox"/> <b>Grant</b> <i>1 time</i>	<input type="checkbox"/> <b>Contract</b> <i>1 yr. or less</i>  <i>Exp date:</i> _____	<input type="checkbox"/> <b>Purchase</b>
<input type="checkbox"/> <b>Grant</b> <i>With County Match</i>	<input type="checkbox"/> <b>Contract</b> <i>More than 1 yr.</i>  <i>Exp date:</i> _____	

<b>Budget Impact:</b>	
<input type="checkbox"/> <b>In Budget</b> <input type="checkbox"/> <b>Over Budget</b>	<b>Requested Amount:</b> \$_____

<b>Item Title:</b>  <i>Please answer the who? what? when? why?</i>
<b>List who needs copies when approved:</b>

**TOOELE COUNTY  
ORDINANCE 2023-18**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF  
TOOELE COUNTY; REZONING APPROXIMATELY 82.18 ACRES  
OF LAND, LOCATED SOUTH OF TOOELE CITY, FROM RR-5 TO M-G**

**WHEREAS**, Rex Hale, on behalf of Hale Real Estate LLC, requested a rezone of approximately 82.18 acres of land located south of Tooele City near the Tooele County Landfill, from RR-5 (Rural Residential, Five-Acre Minimum Lot Size) to M-G (Manufacturing General); and

**WHEREAS**, public notice of the requested zone change was provided as required by UCA Section 17-27a-205; and

**WHEREAS**, the Planning Commission conducted a public hearing and discussed the requested zone change; and

**WHEREAS**, the Planning Commission voted to recommend the requested zone change;

**NOW, THEREFORE, THE COUNTY LEGISLATIVE BODY OF TOOELE  
COUNTY ORDAINS AS FOLLOWS:**

**SECTION I – AMENDMENT.** The official zoning map of Tooele County is hereby amended by changing the zoning designation of approximately 82.18 acres, known as Parcels 06-008-0-0035 and 06-008-0-0024 in Tooele County, Utah, from RR-5 (Rural Residential, Five-Acre Minimum Lot Size) to M-G (Manufacturing General).

A map showing the area of the rezone is attached hereto and by this reference made a part hereof.

**SECTION II – REPEALER.** Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION III – EFFECTIVE DATE.** This ordinance shall become effective fifteen (15) days after its passage, provided it has been published, or at such publication date if more than fifteen (15) days after passage.

**IN WITNESS WHEREOF** the Tooole County Council, which is the legislative body of Tooole County, passed, approved and enacted this ordinance this 19<sup>th</sup> day of September, 2023.

**ATTEST:**

TRACY D. SHAW, County Clerk

( S E A L )

**TOOELE COUNTY COUNCIL:**

JARED S. HAMNER, Chair

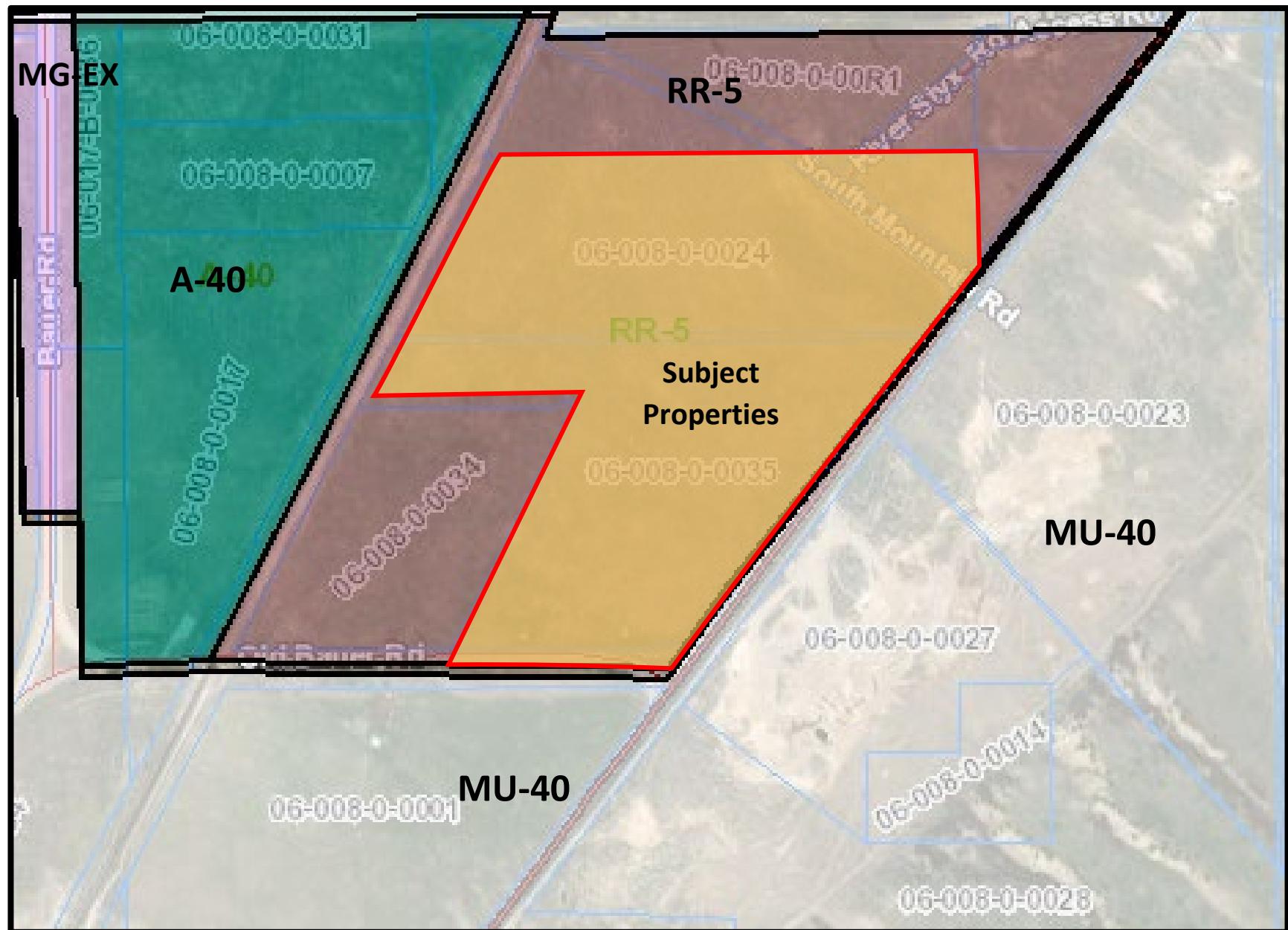
Council Member Hamner voted \_\_\_\_\_  
Council Member Hoffmann voted \_\_\_\_\_  
Council Member Stromberg voted \_\_\_\_\_  
Council Member Thomas voted \_\_\_\_\_  
Council Member Wardle voted \_\_\_\_\_

**APPROVED AS TO FORM:**

NATHAN HARRIS  
Deputy Tooole County Attorney

## REZ 2023-060: Rezone from RR-5 (Rural residential, 5-acre minimum) to M-G (Manufacturing General).

Located off Old Bauer Rd, West of SR36 (Parcel ID: 06-008-0-0035 and 06-008-0-0024).





## NOTICE OF PUBLIC MEETING

- **SUBJECT:** 2023-060 Rezone request from RR-5 (Rural Residential, 5-acre minimum) to MG (Manufacturing General).
- **PROJECT SUMMARY:** Rezone request on 2 properties, totaling 82.18 acres in size. Located just West of SR36, near Tooele County Landfill. See map below.

**ADDRESS:** Not yet addressed  
**Unincorporated:** Tooele

**PARCEL:** 06-008-0-0035 and 06-008-0-0024  
**Planner:** Trish DuClos

On **September 19, 2023** the Tooele County Council will hold a public meeting regarding the request described above. The meeting will be held at 5:00 p.m. and then at 7:00 p.m. at the Tooele County Administration Building (Council Chamber, Third Floor), 47 S. Main Street, Tooele, UT 84074. Also via Youtube at <https://www.youtube.com/@tooelecounty8584>

You have the right to attend the public meeting in person or online. You may also submit written comments to [publicinput@tooeleco.org](mailto:publicinput@tooeleco.org)

**The future meeting regarding this application will also be posted at the Tooele County Building, posted on the Tooele County Website and Utah Public Notice Website.**

Tooele County  
Community Development

Tooele County Community Development  
47 South Main Street, Tooele, UT 84074  
(435) 843-3160  
[www.tooeleco.org](http://www.tooeleco.org)

## Planning and Zoning

47 S. Main Street • Room 208 • Tooele, UT 84074

Phone: (435) 843-3160 • Fax: (435) 843-3252

[tooeleco.org/tooele-county-government/county-departments/community-development/](http://tooeleco.org/tooele-county-government/county-departments/community-development/)

ORD 2023-18

# Rezone Summary and Recommendation

Public Body: Tooele County Council

Meeting Date: September 19, 2023

Parcel IDs: 06-008-0-0035 and 06-008-0-0024

Unincorporated: Tooele County

Current Zone: RR-5 (Rural Residential, 5-acre minimum)      Proposed Zone: M-G (Manufacturing General)

Request: Proposed rezone from RR-5 to M-G

Planner: Trish DuClos

Planning Commission Recommendation: Unanimously in favor.

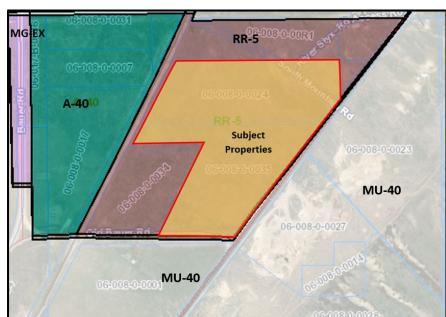
Applicant Name: Rex Hale

## PROJECT DESCRIPTION

Rex Hale is requesting a rezone from RR-5 (Rural residential, 5-acre minimum) to M-G (Manufacturing General) 2 parcels located near the Tooele County Landfill, just off of SR36. The purposed properties are 82.18 acres in size.

Applicant has informed staff there is no foreseeable plan for the properties.

## SITE & VICINITY DESCRIPTION (see attached map)



The subject properties are located off Old Bauer Rd, just off of SR 36, near the Tooele County Landfill. On the North side of the property is an RR-5 zone (rural residential, 5-acre minimum). Directly southwest of the property is the applicant's other property that rezoned last year to MG. Then there is the railroad and an A-40 (Agricultural, 40-acre minimum) zone. Directly south and just across SR36 on the East is an MU-40 zone. The zones surrounding that area are predominantly MU-40, MG-EX and M-G.

## ZONE CONSIDERATIONS

Requirement	Existing Zone (RR-5)	Proposed Zone (M-G)
Height	35 Feet	No maximum height
Front Yard Setback	30 Feet	Minimum yard setback requirements shall be established in the conditional use permit or planned unit development approval, except that no commercial building shall be located closer than 50 feet to any residential district boundary line or to any street line which continues as frontage into a residential district, and providing they do not encroach on any easement.

Side Yard Setback	20 Feet	Same as above.
Rear Yard Setback	50 Feet	Same as above.
Lot Width	220 Feet	N/A
Lot Area	5-Acre Minimum	N/A
Maximum Lot Coverage	10%	Buildings and structures shall cover no more than 50% of the lot area except as may otherwise be allowed through planned unit development approval.
Required Improvements	Street Grading, Street Base, On-site Surface Drainage Facilities, Culinary Water Facilities, Wastewater Disposal and Street Monuments.	Street Grading, Street Base, Curb and Gutter, Sidewalk, On-Site Surface Drainage Facilities, Culinary Water Facilities, Wastewater Disposal and Street Monuments, and any other infrastructure deemed necessary
Compatibility with existing buildings in terms of size, scale and height.		Yes
Compliance with the General Plan.		Yes

## GENERAL PLAN CONSIDERATIONS

---

According to the Tooele County General Plan Update 2022, the subject properties are currently located within an area that is planned for Manufacturing. **\*See attached map.**

## ISSUES OF CONCERN/PROPOSED MITIGATION

---

There are no current concerns or issues with the proposed request.

## NEIGHBORHOOD RESPONSE

---

No comments have been submitted to staff. No comments were made at planning commission.

## PLANNING COMMISSION RESPONSE

---

Unanimously in favor.

## PLANNING STAFF ANALYSIS

---

Planning Staff has reviewed the proposed rezone request and has found that the anticipated use of the property could be cohesive with the surrounding uses and lot sizes in the general area as well as the General Plan 2022.

**\*Please see the applicant's responses addressing the items listed in Chapter 3-9 of the Tooele County Land Use Ordinance. As well as a map copy of the General plan 2022.**

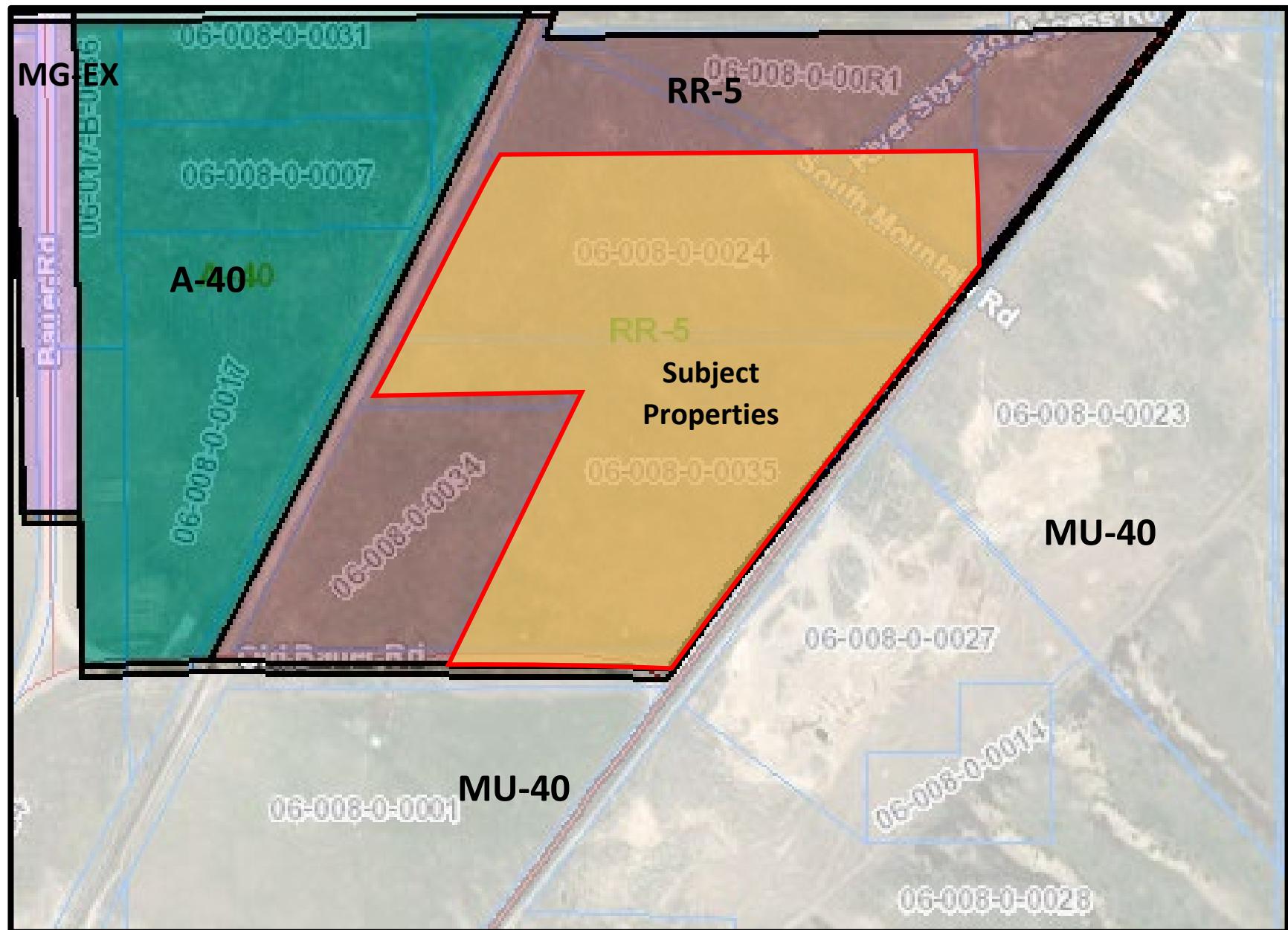
## PLANNING STAFF RECOMMENDATION

---

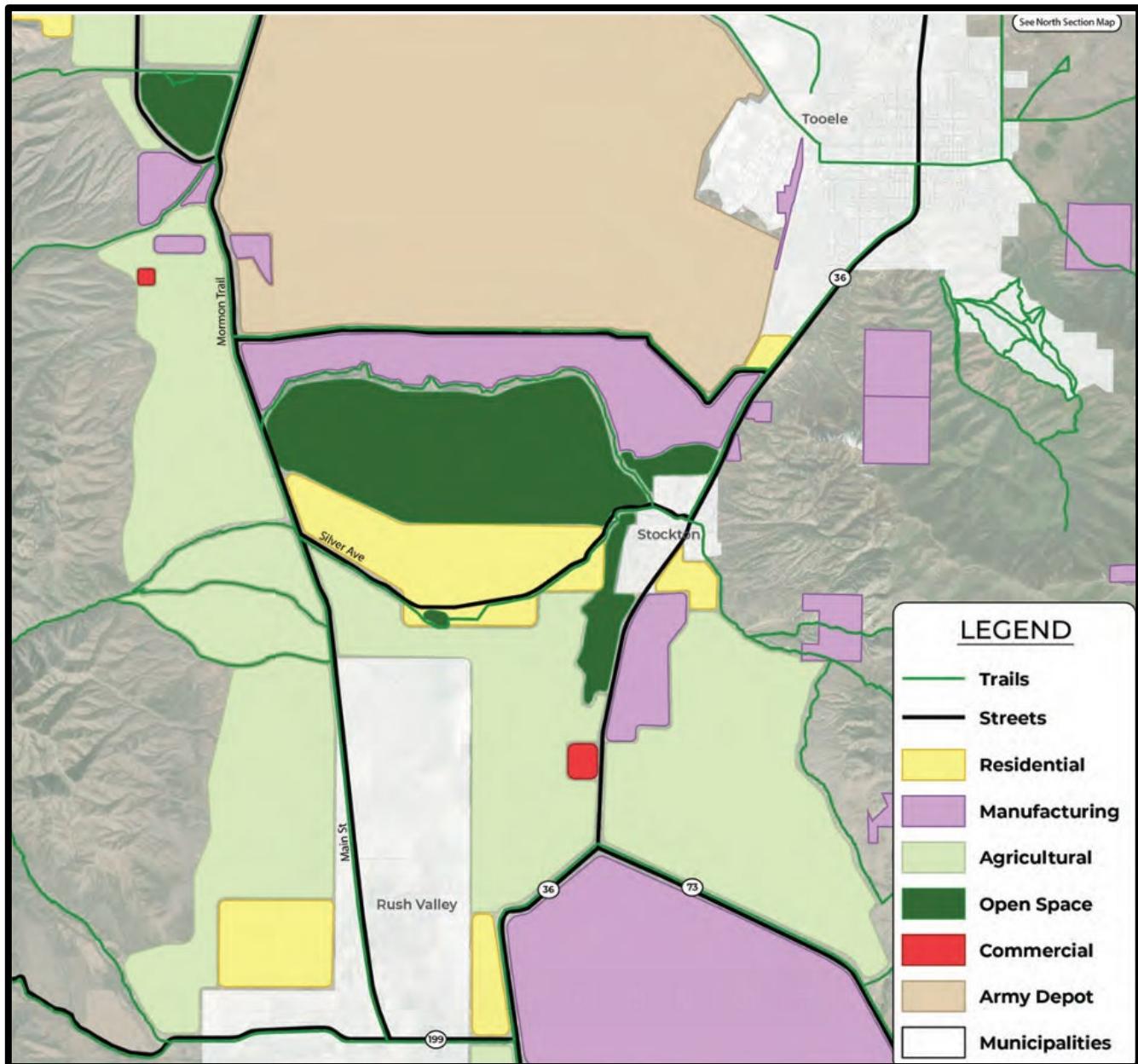
Planning Staff recommends that the Tooele County Council analyzes the proposed rezone request application and zoning codes prior to making a recommendation to the County Council to rezone the subject property from RR-5 (Rural residential, 5-acre minimum) to M-G (Manufacturing General).

## REZ 2023-060: Rezone from RR-5 (Rural residential, 5-acre minimum) to M-G (Manufacturing General).

Located off Old Bauer Rd, West of SR36 (Parcel ID: 06-008-0-0035 and 06-008-0-0024).



## General Plan Land Use Map – South Section 2022





# TOOELE COUNTY Application to Amend the Zoning Map of Tooele County

Amendments to the zoning map shall be completed in full, signed, and supplemented with any additional information required by the planning commission. An application which is incomplete or provides insufficient data is just cause for denial. Submittals must be filed with the Department of Engineering for staff and public review.

Fee \$1,000

## Property information and location

(All lines applicable to this site must be filled in)

Section 7 Township 4 South Range 4 West

06-008-0-0037, 06-008-0-0024      Lot #

**Subdivision Name:** \_\_\_\_\_ **(if applicable)** \_\_\_\_\_

**You *MUST* include a parcel map obtained from the Tooele County Recorder's Office with this application!**

### Property Owner(s) Information

Name(s): Hale Real Estate LLC

Name(s): 1837 Shepard Ln  
Address per tax rolls:

Address per tax rolls: \_\_\_\_\_  
City/County: Lake Point State: Utah Zip: 84074

Office/home phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile phone: 801-915-3069 Message phone:

Mobile phone: \_\_\_\_\_ message phone: \_\_\_\_\_

**A copy of the deed, offer or tax notice *MUST* be included to demonstrate ownership.**

*(For Office Use Only)*

REZ #: 2023-060 Fee \$ 500.00 Receipt #: 1102

## Agent for the Property Owner(s) Information

Name(s): \_\_\_\_\_

Address per tax rolls: \_\_\_\_\_

City/County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office/home phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile phone: \_\_\_\_\_ Message phone: \_\_\_\_\_

Email address: \_\_\_\_\_

***A copy of the deed, offer or tax notice MUST be included to demonstrate ownership***

APPLICATION IS HEREBY MADE TO THE PLANNING COMMISSION REQUESTING:

*Zone Change from RR-5 to M-G*

*Attached topography Survey provides the boundary, existing right of way, and vicinity map of the proposed property.*

Current zoning designation: RR-5

***An application to amend the zoning map shall address:***

- (a) general existing site characteristics including ownership, topography, soils, drainage, vegetation and other physical characteristics of the area proposed to be changed; *Please see attached Conceptual Site Plan*
- (b) a legal description of the area to be zoned; *Please refer to legal description*
- (c) types of land uses permitted, conditional or prohibited in the current zoning district and the proposed zoning district; *Chapter 15-3 for the RR-5 and Chapter 17-2-2 in the Tooele County Land Use Ordinance*

(d) existing transportation patterns to include public and private roads and internal and external circulation patterns, rights-of-way, easements and parking; *See traffic Study*

(e) existing and proposed land uses, open spaces, impervious surfaces including streets, parking areas, structures and buildings with a general description of size area, intensities/densities, and height, and proposed storm-water drainage facilities; *Nothing foreseen at this time*

(f) existing and proposed utilities and infrastructure; *None*

(g) relationship of proposed zone change with Tooele County General Plan and how specifically the proposed zone change would conflict, conform, complement or otherwise affect the Tooele County General Plan as well as any special studies that are designed to further detail the Tooele County General Plan in a specific area; *The general plan in this area is MG zoning and this application will be in compliance with this*

(h) an area map showing adjacent property owners and existing land uses within 500 feet of the area proposed to be rezoned; *See exhibit h. map*

(i) the location, description and acreage of land uses; *provided in section h*

(j) approximate location and number of residential units along with approximate square footage, density and height; *No residential units*

(k) approximate location and square footage of non-residential buildings; *No buildings at this time*

(l) calculation of approximate amount of open space both before and after buildout construction, indicating areas of expected open space and new landscaping, and including maintenance plans for these areas; *Buildout unforeseen at this time*

(m) if the site has unusual or unique natural features, a demonstration of how proposed development preserves and utilizes natural topography and geologic features, scenic vistas, trees and other vegetation, and prevents the disruption of natural draining patterns, and if appropriate, geotechnical studies submitted to indicate soil types, depth of bedrock and slope stability; *Site does not appear to have any issues w/ current soil & stabilizing*

(n) a description of the availability of culinary and irrigation water, community facilities such as schools, fire protection services and other types of facilities that would serve the re-zoned area and how these facilities are affected by this proposal; *No buildings or proposed use in our plan at this time to fire*

(o) approximate location and size of storm water detention and retention areas and calculations on the impact to those systems as a result of the change in density and use of land; *NO project proposed at this time*

(p) an indication of the construction schedule of any project proposed; *Not foreseen at this time*

(q) for multi-phased projects, a phasing plan that describes the anticipated timing and geographical extent of each phase; *NO phases for M-G zone*

(r) a detailed traffic study showing the vehicle trips per day on average at buildout and a determination how the project would significantly alter existing traffic patterns or volume; *Please see traffic study*

- (s) for applications involving a PUD, a table of proposed dimensional standards for the proposed land uses or phases including lot sizes and frontages, building heights and intensities, and setbacks and a description of any requested exceptions to the requirements of the underlying zone; and *PUD code has been revoked*
- (t) any other study or information required by the planning commission or zoning administrator. *Not required at this time*

Date Submitted: 8/1/23

Signature of owner(s) or agent(s):

Pat Hall

AFFIDAVITPERMIT NO.PROPERTY OWNER

STATE OF UTAH )  
                    )  
                    )§  
COUNTY OF TOOKELE )

I (we), Hale Real Estate LLC  
being duly sworn, depose and say that I (we) am (are) the owner(s) of the property located as follows,  
06-8-37 06-8-24, and further identified in the  
attached application and that the statements herein contained and the information provided in the attached plans  
and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that  
I have received written instruction regarding the process for which I am applying and the Tooele County  
Department of Engineering staff have indicated they are available to assist me in making this application.

Dated this 26 day of June, 20 23.



(Property Owner)

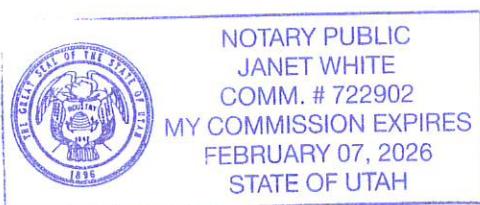
(Property Owner)

(Property Owner)

(Property Owner)

Dated this 26 day of June, 20 23, personally appeared before me:

the signer(s) of the above who duly acknowledged to me that they executed the same.

  
(Notary)

Residing in: \_\_\_\_\_ Tooele County, Utah

My commission expires: 2/7/26

PARCEL 06-008-0-0034:

A parcel of land situates pin the northwest quarter of Section 7, Township 4 South, Range 4 West, Salt Lake Base and Meridian and being more particularly described as follows:

Beginning at a point along the Quarter Section line that is North 89°47'04" East 1679.31 feet from the West Quarter Corner of said Section 7, Township 4 South, Range 4 West, Salt Lake Base and Meridian and running thence South 89°47'04" West 951.36 feet along the North line of Old Bauer Road also being the Quarter Section line to the Easterly line of the Oregon Short Line Railroad; thence North 27°35'56" East 1187.08 feet along said Easterly line; thence North 89°48'44" East 951.46 feet; thence South 27°36'49" West 1186.72 feet to the North line of Old Bauer Road also being the Quarter Section line and to the Point of Beginning.

PARCEL 06-008-0-0037:

Beginning at a point along the Quarter Section line that is North 89°47'04" East 1679.31 feet from the West Quarter Corner of said Section 7, Township 4 South, Range 4 West, Salt Lake Base and Meridian and running: thence North 27°36'49" East 1186.72 feet; thence South 89°48'44" West 951.46 feet to the Easterly line of the Oregon Short Line Railroad; thence North 27°35'56" East 306.47 feet along the said Easterly line; thence North 89°47'26" East 2322.39 feet to the Westerly line of State Road 36; thence South 37°27'55" West 1668.81 feet along said Westerly line to the North line of Old Bauer Road also being the Quarter Section line; thence South 89°47'04" West 1047.86 feet said Quarter Section line to the Point of Beginning.

PARCEL 06-008-0-0024 (PER DEED):

NORTHWEST QUARTER OF NORTHEAST QUARTER OF THE 2004 RESURVEY OF SECTION 7, TOWNSHIP 4 SOUTH RANGE 4 WEST, SALT LAKE BSE AND MERIDIAN RECORDED 10/04/04 #230115 974/891 OF OFFICIAL RECORDS -- LESS TRIANGLE EAST OF HIGHWAY TO ATKIN -- ALSO THAT PART OF NORTHEAST QUARTER OF THE NORTHWEST QUARTE OF THE 2004 RESURVEY OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, RECORDED 10/4/04 #230115 974/891 OF OFFICIAL RECORDS, LYING EAST OF THE RAILROAD RIGHT OF WAY -- LESS AND EXCEPTING THE FOLLOWING: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AS SHOWN ON THAT CERTAIN MAP OF "STATE COORDINATE & DEPENDENT RESURVEY OF PORTION OF TOWNSHIP 4 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDAIN," AS FILED IN THE OFFICE OF THE TOOELE COUNTY SURVEYOR IN BOOK 974 AT PAGE 891 AND RUNNING THENCE SOUTH 89°46'40" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION, A DISTANCE OF 539.77 FEET, MORE OR LESS TO THE NORTHWESTERLY LINE OF THE STATE HIGHWAY PROJECT NUMBER DA-WR 15 (1) AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 37°27'55" WEST ALONGSAID NORTHWESTERLY LINE A DISTANCE OF 674.48 FEET; THENCE SOUTH 89°47'49" WEST A DISTANCE OF 2538.64 FEET, MORE OF LESS, TO THE EASTERLY LINE OF THE OREGON SHORT LINE RAILORAD; THENCE ALONG THE EASTERLY LINE OF SAID RAILROAD THE FOLLOWING (2) COURSES: (1)

NORTH 27°34'44" EAST A DISTANCE OF 82.55 FEET; (2) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5806.65 FEET THROUGH A CENTRAL ANGLE OF 05°01'47", A DISTANCE OF 509.73 FEET WITH A CHORD BEARING OF NORTH 25°03'50" EAST, MORE OR LESS, TO THE SOUTHERLY LINE OF SAID SECTION 6; THENCE NORTH 89°46'49" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 2694.83 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF SAID STATE HIGHWAY PROJECT AND THE POINT OF BEGINNING.

**PARCEL 06-008-0-0024 (PER SURVEY):**

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE OREGON SHORT LINE RAILROAD SAID POINT BEING 727.95 FEET N89°47'04"E ALONG THE QUARTER SECTION LINE AND 1493.55 FEET N27°35'56"E ALONG SAID EASTERLY RIGHT-OF-WAY; AND RUNNING THENCE N27°35'56"E 887.49 FEET; THENCE N89°46'49"E 1267.47 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH MOUNTAIN ROAD, SAID POINT ALSO BEING ON A NON-TANGENT 4960.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES: (1) THENCE ALONG SAID CURVE 538.92 FEET (CHORD BEARS S55°38'51"E 538.65 FEET); (2) THENCE S48°43'15"E 150.33 FEET; (3) THENCE S52°32'05"E 249.33 FEET; (4) THENCE S07°32'05"E 70.71 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 36; THENCE S37°28'02"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE 199.05 FEET; THENCE S89°47'26"W 2322.39 FEET TO THE POINT OF BEGINNING.

ALSO:

BEGINNING AT A POINT 727.95 FEET N89°47'04"E ALONG THE QUARTER SECTION LINE AND 2381.04 FEET N27°35'56"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE OREGON SHORT LINE RAILROAD AND 1417.34 FEET N89°46'49"E, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MOUNTAIN ROAD; AND RUNNING THENCE N89°46'49"E 197.86 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RIVER STYX ROAD, SAID POINT ALSO BEING ON A NON-TANGENT 530.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY 27.14 FEET (CHORD BEARS S36°26'21"W 27.14 FEET); THENCE S34°58'20"W 53.45 FEET TO A POINT ON A 30.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 44.87 FEET TO A POINT ON A 5040.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 133.30 FEET (CHORD BEARS N56°32'46"W 133.30 FEET) TO THE POINT OF BEGINNING.

ALSO:

BEGINNING AT A POINT 727.95 FEET N89°47'04"E ALONG THE QUARTER SECTION LINE AND 2381.04 FEET N27°35'56"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE OREGON SHORT LINE RAILROAD AND 1694.74 FEET N89°46'49"E SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF RIVER STYX ROAD; AND RUNNING THENCE N89°46'49"E 454.62 FEET; THENCE S00°61'01"E 469.56 FEET; THENCE S82°27'55"W 70.63 FEET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH MOUNTAIN ROAD THE FOLLOWING THREE COURSES: (1) N52°32'05"W 249.33 FEET; (2) THENCE N56°20'56"W 150.33 FEET; (3) N53°30'17"W 170.61 FEET TO A POINT ON A 30.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 44.95 FEET (CHORD BEARS N07°56'51"W 40.86 FEET) TO A POINT ON THE

EASTERLY RIGHT-OF-WAY LINE OF SAID RIVER STYX ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: (1) N34°58'20"E 53.24 FEET TO A POINT ON A 470.00 FOOT RADIUS CURVE TO THE RIGHT; (2) THENCE ALONG SAID CURVE 73.27 FEET (CHORD BEARS N39°26'17"E 73.19 FEET) TO THE POINT OF BEGINNING.



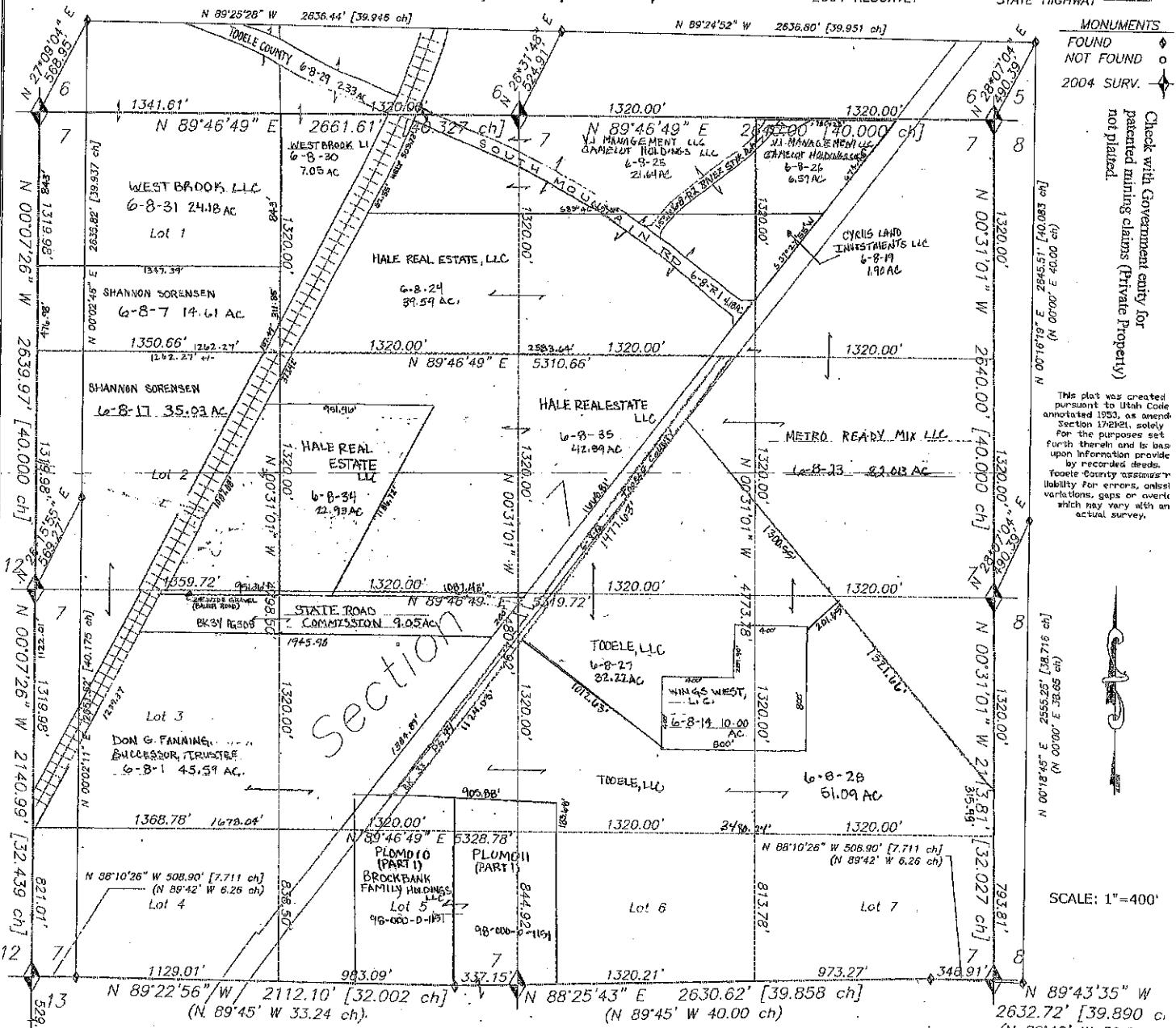
TOOELE COUNTY  
SEC. 7, T4S, R4W, SLB&M

Bk.6 Pg.8

DEP. RESURVEY — RAILROAD ++++++  
2004 RESURVEY — STATE HIGHWAY —

MONUMENTS  
FOUND 0  
NOT FOUND 0  
2004 SURV.

Check with Government entity for  
patented mining claims (Private Property)



DRAWN BY: Q. Davis

DATE: 2/4/05

REVISIONS: 1/12/23  
53117+53118 6-8-32, 6-8-33 NOW

SEC. 7, T4S, R4W, SLB&M

SCALE: 1"=400'

Bk.6 Pg.8



# LOCHNER

H.W. Lochner, Inc. | 3995 S 700 E #450 | Salt Lake City, UT 84107  
hwlochner.com

## Memorandum

Date: November 21, 2022  
To: Rex Hale, Hale Real Estate LLC  
From: Brad Lucas PE, PTOE & Mingde Lin PE, H. W. Lochner  
Re: Anytime RV Boat and Storage Traffic Impact Study  
Attachments: Boundary Topographic Survey, Site Concept Plan, Traffic Analysis Reports

---

### Introduction

The purpose of this study is to document the results of traffic impact analysis for the proposed *Anytime RV and Boat Storage Facility*. This Study Memorandum will be submittal to Tooele County for approval. The format and methodology used for this traffic study is based on the Utah Department of Transportation's (UDOT) "Traffic Impact Study Guidelines (2013)". These guidelines follow general traffic engineering practices in the State of Utah. Based on the low traffic volumes, this traffic impact study will follow recommendations for a "Level I" study.

### 1. Study Area

The proposed Anytime RV and Boat Storage facility would be located on the north side of Old Bauer Road, adjacent to the east right-of-way line to the Oregon Shrot Line Railroad. The site includes 911 feet of frontage along Old Bauer Road and extends 1170 feet deep from the roadway. The development would include 976 parking stalls for long-term storage of recreational vehicles, boats, and trailers. Customers of this facility would use two driveways to for access entering and exiting from Old Bauer Road. For a location map and additional information on the development, see the attached Boundary Topographic Survey, and Site Concept Plan.

### 2. Traffic Analysis Years

Traffic analysis conducted for this study is based on conservative assumptions that construction of this facility will be completed and fully occupied in 2023. To verify traffic conditions considering future growth, traffic analysis was conducted for existing conditions in 2022, and anticipated conditions in 2023, 2028 and 2033 with addition of development traffic. Existing traffic volumes were collected on Old Bauer Road in front of the project site during the PM peak hour of 4:15 to 5:15 PM on Thursday, November 17, 2022. This hour was selected to capture traffic volumes prior to closing of the nearby Tooele County Solid Waste Management facility at 5:30 PM and peak hour data collected from UDOT. Future traffic volumes were based on growth rates provided by the Wasatch Front Regional Council (WFRC) for SR-36, adjacent to the project area.

### 3. Existing Conditions

Old Bauer Road is a low volume rural roadway with one lane in each direction and 24 feet of asphalt pavement. The speed limit is 25 MPH. SR-36 runs north/south approximately 1000 feet east of the development. The intersection at SR-36 includes a northbound left turn lane, southbound right turn lane, eastbound right acceleration lane, and eastbound left acceleration lane. Table 1 below includes a summary of existing traffic data collected on Old Bauer Road in front of the development site. 46% of the vehicles had three axles or more and were classified as "Trucks". All vehicles were observed to safely turn off and on to SR-36 with minimal delay.

Traffic volumes for SR-36 were collected from WFRC and UDOT traffic data. WFRC 2019 AADT and 2030 forecast model data were used to generate AADT volumes for 2022. UDOT Automated Traffic Signal Performance Measure system data was used to obtain peak hour and directional split data.

**Table 1 – Old Bauer Road Existing Peak Hour Traffic Data**

Time		Eastbound		Westbound		Total Vehicles
Begin	End	Cars	Trucks	Cars	Trucks	
16:15	16:30	6	6	4	7	23
16:30	16:45	6	4	2	2	14
16:45	17:00	3	5	2	0	10
17:00	17:15	6	1	3	2	12
						Total Vehicles = 59
						% Trucks = 46%

#### **4. Right-of-Way Access**

The development site is bordered by the Oregon Short Line Railroad on the east, undeveloped property on the north, undeveloped property on the west, and Old Bauer Road on the south. The only viable locations for the proposed two driveways to access the development would be on the south. State policy prohibits new driveway or roadway accesses within 250 feet of a railroad. With 911 feet of frontage and low traffic volumes accessing the development, there is sufficient space for two driveways. See the attached Boundary Topographic Survey for more information.

#### **5. Development Traffic Analysis**

Traffic volumes generated by the project were estimated using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. The manual, considered the industry standard, is a compilation of traffic study results from numerous developments nationwide. The closest comparable category in the manual is: Mini-Warehouse (151). This category includes data collected from storage unit facilities. The calculated average number of trips during the PM peak hour is 1.68 vehicles per hour for every 100 storage units at the facility. For a conservative estimate for the number of trips generated by the Anytime RV and Boat storage facility, we assumed one parking stall would generate the same number of trips as a storage unit. Volumes were assumed to be split equally between the proposed two driveways. Table 2 below includes a summary of trip generation calculations.

**Table 2 – Development Trip Generation**

Storage Spaces	976		
Trips per 100 Spaces PM Peak:	1.7		
PM Peak Trips	17		
<b>Trip Generation</b>	<b>Total</b>	<b>West Drive</b>	<b>East Drive</b>
Entering	50%	9	5
Exiting	50%	9	5

To evaluate traffic impacts of the development, Lochner evaluated traffic operations at each driveway and the intersection of SR-36 and Old Bauer Road. Traffic volumes were assumed to be equally split between the driveways. Traffic operations were analyzed using Synchro 11 software, produced by Trafficware. This software uses the federally funded Transportation Research Board's (TRB) Highway Capacity Manual (HCM)-Version Six, traffic analysis methodology to evaluate traffic operations at intersections. Lochner used level-of-service (LOS) measure of effectiveness to evaluate traffic operations in this report.

Intersection LOS is a quality measure describing operational conditions of an intersection or specific traffic movement. The HCM has established general thresholds for six LOS based on control delay. Letters designate each level, from A to F, with LOS "A" representing the best operating conditions and LOS "F" the worst. Each level of service represents a range of operating conditions and the driver's perception of those conditions. See Table 3 for the delay values of each LOS.

**Table 3: Level of Service Thresholds**

Level of Service	Stop Control Delay (Sec/Veh)
A	0 – 10
B	10 – 15
C	15 – 25
D	25 – 35
E	35 – 50
F	> 50

Traffic analysis results indicate that both driveway intersections with Old Bauer Road will operate at an expectable LOS through the year 2033, with the assumption it will be operating at full capacity. Table 4 below includes a summary of traffic volumes and LOS expected for each driveway. For additional analysis results details, see the attached traffic analysis reports.

**Table 4: Driveway Traffic Volumes & Analysis Results**

Intersection Data	Eastbound		Westbound		Southbound	
	L	T	T	R	L	R
2023 PM Peak Hour Volumes	1	37	22	4	4	1
2028 PM Peak Hour Volumes	1	54	32	6	6	1
2033 PM Peak Hour Volumes	2	80	47	9	9	2
2023 PM LOS	A	A	A	A	A	A
2028 PM LOS	A	A	A	A	B	B
2033 PM LOS	A	A	A	A	B	B

Traffic analysis results for the intersection at SR-36 and Old Bauer Road indicate the intersection currently operates at LOS A for SR-36 movements and LOS B for Old Bauer Road movements. With addition of estimated traffic volumes from the proposed development, traffic operations at this intersection will not be significantly impacted. Analysis results show the LOS will remain the same as existing conditions through the year 2033. Table 5 below includes a summary of traffic volumes and analysis results. For additional details, see the attached traffic analysis reports.

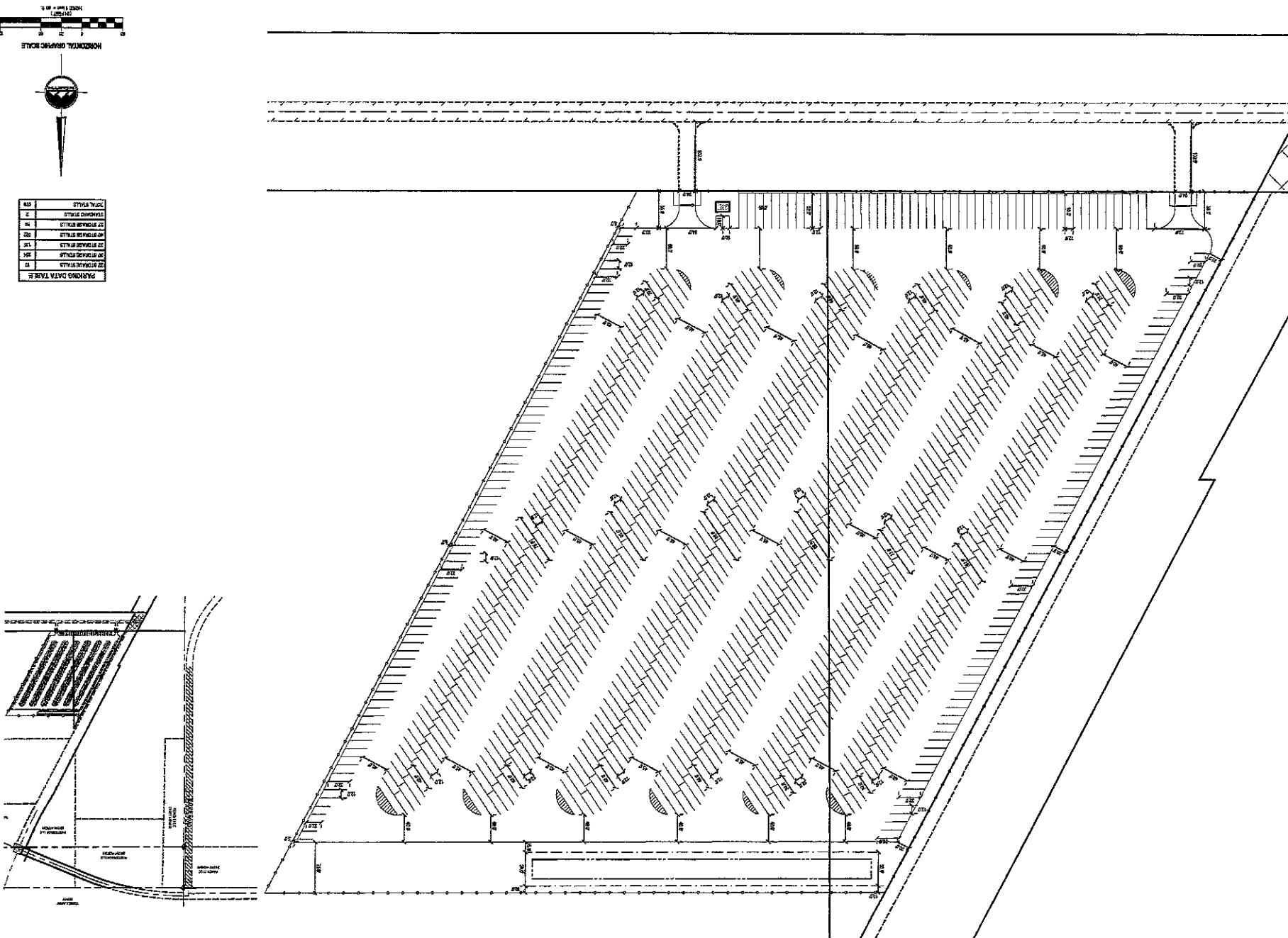
**Table 5: SR-36 & Old Bauer Road Intersection Traffic Volumes & Analysis Results**

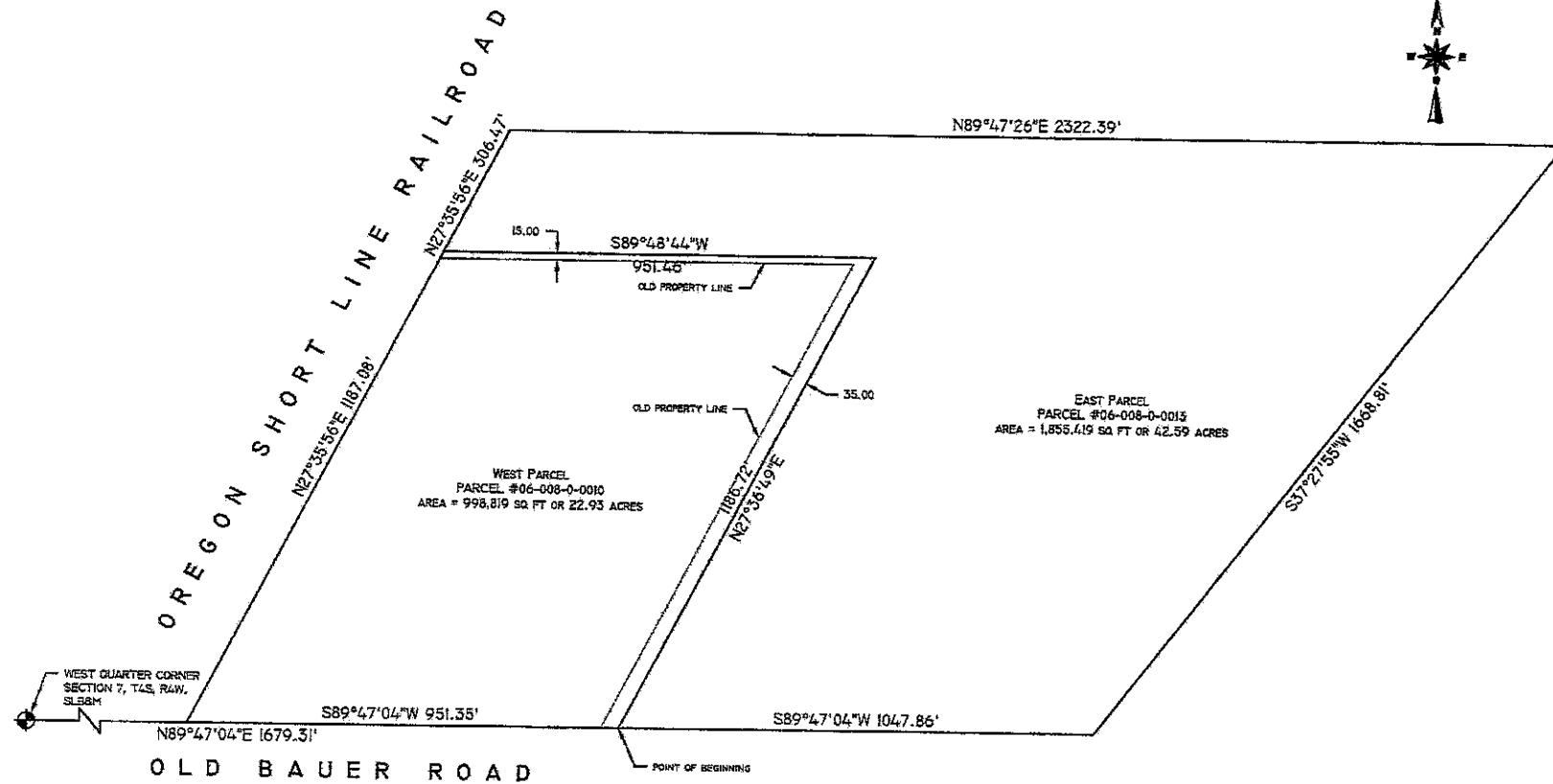
<b>Intersection Data</b>	<b>Eastbound</b>		<b>Northbound</b>		<b>Southbound</b>	
	<b>L</b>	<b>R</b>	<b>L</b>	<b>R</b>	<b>T</b>	<b>R</b>
2022 PM Peak Hour Volumes	14	23	8	259	388	14
2023 PM Peak Hour Volumes	16	25	10	260	389	16
2028 PM Peak Hour Volumes	17	25	11	269	403	16
2033 PM Peak Hour Volumes	18	27	11	285	427	17
2022 PM LOS	B	B	A	A	A	A
2023 PM LOS	B	B	A	A	A	A
2028 PM LOS	B	B	A	A	A	A
2033 PM LOS	B	B	A	A	A	A

## **6. Recommendations**

Based on existing conditions, the proposed development use, and traffic analysis results, two driveways are recommended on Old Bauer Road for access into and out of the development with large RV's and vehicles towing trailers. Driveways should be located a minimum of 250 feet from the adjacent railroad right-of-way. The expected traffic generated by the development will not significantly impact traffic operations on Old Bauer Road or the nearby intersection at SR-36 through the year 2033.







3/13/2022 1:23:13 PM

PROJECT NO.	22-10-367	EXHIBIT TOOELE COUNTY	ELEMENT SURVEYING L. A. N. D. S. U. R. V. E. Y. I. N. G. WWW.ELEMENTSURVEYING.COM/CSA/SOUTH 470 EAST, HEMER CITY, UT 84022 801-325-6765 & 801-325-6768
NAME	REX HALE	TOOELE OLD BAUER ROAD	
STREET	TOOELE OLD BAUER ROAD		
LOT #	1		

# Mini-Warehouse (151)

Vehicle Trip Ends vs: Storage Units (100s)

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 9

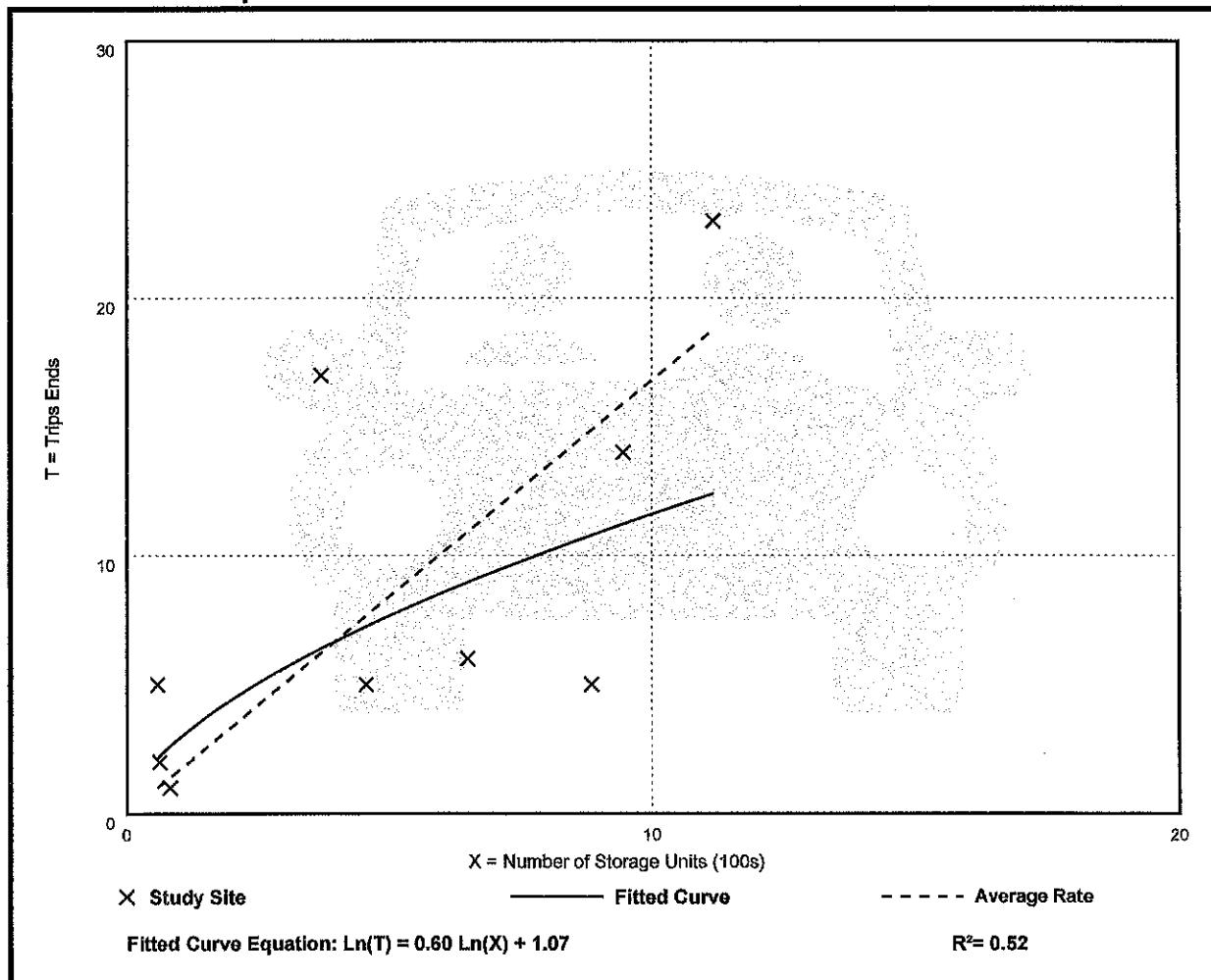
Avg. Num. of Storage Units (100s): 5

Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
1.68	0.56 - 8.33	1.37

## Data Plot and Equation



Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBT	WBT	WBR	SBT	SBR
Lane Configurations	↑	↑	↑	↑	↑	↑
Traffic Vol, veh/h	1	37	22	4	4	1
Future Vol, veh/h	1	37	22	4	4	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
Rt Channellized	None	None	None	None	None	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	100	46	46	100	100	100
Mynt Flow	1	40	24	4	4	1

Major/Minor	Major1	Major2	Minor1	Minor2
Conflicting Flow All	28	0	-	0 68 26
Stage 1	-	-	-	26
Stage 2	-	-	-	42
Critical Hdwy	5.1	-	-	7.4 7.2
Critical Hdwy Stg 1	-	-	-	6.4
Critical Hdwy Stg 2	-	-	-	6.4
Follow-up Hdwy	3.1	-	-	4.4 4.2
Pot Cap-1 Maneuver	1130	-	-	741 826
Stage 1	-	-	-	794
Stage 2	-	-	-	779
Platoon blocked, %	-	-	-	-
Mov Cap-1 Maneuver	1130	-	-	740 826
Mov Cap-2 Maneuver	-	-	-	740
Stage 1	-	-	-	793
Stage 2	-	-	-	779

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	9.8
HCM LOS	A		

Minor Lane/Major Mynt	EBL	EBT	WBT	WBR	SBT	SBR
Capacity (veh/h)	1130	-	-	-	756	-
HCM Lane V/C Ratio	0.001	-	-	-	0.007	-
HCM Control Delay (s)	8.2	0	-	-	9.8	-
HCM Lane LOS	A	A	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	-	0	-

Intersection

Int Delay, s/veh 0.8

Movement EBL EBT WBT WBR SBL SBR

Lane Configurations	↓	↑	↔	↑↓	↔↓	↔↑
Traffic Vol, veh/h	1	54	32	6	6	1
Future Vol, veh/h	1	54	32	6	6	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	100	46	46	100	100	100
Mvmt Flow	1	59	35	7	7	1

Major/Minor Major1 Major2 Minor1 Minor2

Conflicting Flow All	42	0	-	0	100	39
Stage 1	-	-	-	-	39	-
Stage 2	-	-	-	-	61	-
Critical Hdwy	5.1	-	-	-	7.4	7.2
Critical Hdwy Stg 1	-	-	-	-	6.4	-
Critical Hdwy Stg 2	-	-	-	-	6.4	-
Follow-up Hdwy	3.1	-	-	-	4.4	4.2
Mov Cap-1 Maneuver	1114	-	-	-	708	811
Stage 1	-	-	-	-	782	-
Stage 2	-	-	-	-	762	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	1114	-	-	-	707	811
Mov Cap-2 Maneuver	-	-	-	-	707	-
Stage 1	-	-	-	-	781	-
Stage 2	-	-	-	-	762	-

Approach EBL EBT WBT WBR SBL SBR

HCM Control Delay, s 0.1 0 10.1

HCM LOS A B

Minor Lane/Major Mvmt EBL EBT WBT WBR SBL SBR

Capacity (veh/h)	1114	-	-	-	720	-
HCM Lane V/C Ratio	0.001	-	-	-	0.011	-
HCM Control Delay (s)	8.2	0	-	-	10.1	-
HCM Lane LOS	A	A	-	-	B	-
HCM 95th %tile Q(veh)	0	-	-	-	0	-

Intersection						
Int Delay, s/veh	0.9	EBL	EBT	WBT	WBR	SBL
Movement		EBL	EBT	WBT	WBR	SBL
Lane Configurations		↑	↑	↔	↔	↔
Traffic Vol, veh/h	2	80	47	9	9	2
Future Vol, veh/h	2	80	47	9	9	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	100	46	46	100	100	100
Mvmt Flow	2	87	51	10	10	2
Major/Minor	Major 1	Major 2	Minor 1	Minor 2	Minor 3	Minor 4
Conflicting Flow All	61	0	-	0	147	56
Stage 1	-	-	-	-	56	-
Stage 2	-	-	-	-	91	-
Critical Hdwy	5.1	-	-	-	7.4	7.2
Critical Hdwy Stg 1	-	-	-	-	6.4	-
Critical Hdwy Stg 2	-	-	-	-	6.4	-
Follow-up Hdwy	3.1	-	-	-	4.4	4.2
Pot Cap-1 Maneuver	1093	-	-	-	661	792
Stage 1	-	-	-	-	766	-
Stage 2	-	-	-	-	735	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	1093	-	-	-	660	792
Mov Cap-2 Maneuver	-	-	-	-	660	-
Stage 1	-	-	-	-	764	-
Stage 2	-	-	-	-	735	-
Approach	EB	WB	SB	EB	WB	SB
HCM Control Delay (s)	0.2	0	10.4	-	-	-
HCM LOS	-	-	B	-	-	-
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBL	SBT
Capacity (veh/h)	1093	-	-	-	681	-
HCM Lane V/C Ratio	0.002	-	-	-	0.018	-
HCM Control Delay (s)	8.3	0	-	-	10.4	-
HCM Lane LOS	A	A	-	-	B	-
HCM 95th %tile Q (veh)	0	-	-	-	0.1	-

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBC	NBL	NBT	SBT	SBR
Lane Configurations	W		↑	↑	↑	↑
Traffic Vol, veh/h	14	23	8	259	388	14
Future Vol, veh/h	14	23	8	259	388	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	200	-	-	200
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	46	46	46	21	21	46
Mvmt Flow	15	25	9	282	422	15

Major/Major	Minor 2	Major 1	Major 2	Minor 3	Major 3	Minor 4
Conflicting Flow All	722	422	437	0	-	0
Stage 1	422	-	-	-	-	-
Stage 2	300	-	-	-	-	-
Critical Hdwy	6.86	6.66	4.56	-	-	-
Critical Hdwy Stg 1	5.86	-	-	-	-	-
Critical Hdwy Stg 2	5.86	-	-	-	-	-
Follow-up Hdwy	3,914	3,714	2,614	-	-	-
Pot Cap-1 Maneuver	335	548	924	-	-	-
Stage 1	577	-	-	-	-	-
Stage 2	661	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	332	548	924	-	-	-
Mov Cap-2 Maneuver	332	-	-	-	-	-
Stage 1	571	-	-	-	-	-
Stage 2	661	-	-	-	-	-

Approach	EB	NB	SB	WB	NWB	SWB
HCM Control Delay (s)	14	0.3	0	-	-	-
HCM LOS	B	-	-	-	-	-
Mirror Lane/Major Mvmt	NBL	NBT	EBL	EBT	SBT	SBR
Capacity (veh/h)	924	-	440	-	-	-
HCM Lane V/C Ratio	0.009	-	0.091	-	-	-
HCM Control Delay (s)	8.9	-	14	-	-	-
HCM Lane LOS	A	-	B	-	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-	-

Intersection

Int Delay, s/veh 0.9

Movement EBL EBR NBL NBT SBL SBR

Lane Configurations	Y	Y	↑	↑	↑	↑
Traffic Vol, veh/h	16	25	10	260	389	16
Future Vol, veh/h	16	25	10	260	389	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	200	-	-	200
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	46	46	46	21	21	46
Mvmt Flow	17	27	11	283	423	17

Major/Minor Minor 2 Major 1 Major 2

Conflicting Flow All	728	423	440	0	-	0
Stage 1	423	-	-	-	-	-
Stage 2	305	-	-	-	-	-
Critical Hdwy	6.86	6.66	4.56	-	-	-
Critical Hdwy Stg 1	5.86	-	-	-	-	-
Critical Hdwy Stg 2	5.86	-	-	-	-	-
Follow-up Hdwy	3.914	3.714	2.614	-	-	-
Pot Cap-1 Maneuver	333	547	921	-	-	-
Stage 1	576	-	-	-	-	-
Stage 2	658	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	329	547	921	-	-	-
Mov Cap-2 Maneuver	329	-	-	-	-	-
Stage 1	569	-	-	-	-	-
Stage 2	658	-	-	-	-	-

Approach EBL NBL SBL

HCM Control Delay, s	14.2	0.3	0
HCM LOS	B	-	-

Minor Lane/Major Mvmt NBL NBT EBL m NBT SBL SBR

Capacity (veh/h)	921	-	435	-	-	-
HCM Lane V/C Ratio	0.012	-	0.102	-	-	-
HCM Control Delay (s)	9	-	14.2	-	-	-
HCM Lane LOS	A	-	B	-	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-	-

Intersection

Int Delay, s/veh 1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y	Y	↑	↑	↑	↑
Traffic Vol, veh/h	17	25	11	269	403	16
Future Vol, veh/h	17	25	11	269	403	16
Conflicting Peds: #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	200	-	-	200
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	46	46	46	21	21	46
Myml Flow	18	27	12	292	438	17

Major/Minor	Minor 1	Major 1	Major 2	Minor 2	Major 3	Minor 3
Conflicting Flow All	754	438	455	0	-	0
Stage 1	438	-	-	-	-	-
Stage 2	316	-	-	-	-	-
Critical Hdwy	6.86	6.66	4.56	-	-	-
Critical Hdwy Stg 1	5.86	-	-	-	-	-
Critical Hdwy Stg 2	5.86	-	-	-	-	-
Follow-up Hdwy	3.914	3.714	2.614	-	-	-
Pot Cap-1 Maneuver	320	536	909	-	-	-
Stage 1	567	-	-	-	-	-
Stage 2	650	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	316	536	909	-	-	-
Mov Cap-2 Maneuver	316	-	-	-	-	-
Stage 1	560	-	-	-	-	-
Stage 2	650	-	-	-	-	-

Approach	EE	NB	SB	NE	NBT	SBR
HCM Control Delay (s)	14.7	0.4	0	-	-	-
HCM LOS	B	-	-	-	-	-

Minor Lane/Major Mvmt	NBL	NBT	EEBL	EEBT	SBT	SBR
Capacity (veh/h)	909	-	418	-	-	-
HCM Lane V/C Ratio	0.013	-	0.109	-	-	-
HCM Control Delay (s)	9	-	14.7	-	-	-
HCM Lane LOS	A	-	B	-	-	-
HCM 95th %tile Q(veh)	0	-	0.4	-	-	-

Intersection						
Int Delay, s/veh	0.9					
Movement	EBL	ECR	NBL	NBT	SBT	SBR
Lane Configurations	Y	Y	Y	↑	↑	Y
Traffic Vol, veh/h	18	27	11	285	427	17
Future Vol, veh/h	18	27	11	285	427	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	200	-	-	200
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	29	12	310	464	18

Major/Minor	Minor1	Major1	Major2	Major3	Major4	Major5
Conflicting Flow All	798	464	482	0	-	0
Stage 1	464	-	-	-	-	-
Stage 2	334	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	355	598	1081	-	-	-
Stage 1	633	-	-	-	-	-
Stage 2	725	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	351	598	1081	-	-	-
Mov Cap-2 Maneuver	351	-	-	-	-	-
Stage 1	626	-	-	-	-	-
Stage 2	725	-	-	-	-	-

Approach	EB	NB	SB	WB	WB	WB
HCM Control Delay, s	13.6	0.3	0	-	-	-
HCM LOS	B	-	-	-	-	-

Minor Lane/Major Min	NBL	NBT	EB	SB	WB	WB
Capacity (veh/h)	1081	-	467	-	-	-
HCM Lane V/C Ratio	0.011	-	0.105	-	-	-
HCM Control Delay (s)	8.4	-	13.6	-	-	-
HCM Lane LOS	A	-	B	-	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-	-



## Tooele County Council Agenda Item Summary

Department Making Request:	Meeting Date:
----------------------------	---------------

<b>Mark Options That Apply:</b>		
<input checked="" type="checkbox"/> <b>Grant</b> <i>1 time</i>	<input type="checkbox"/> <b>Contract</b> <i>1 yr. or less</i>  <i>Exp date:</i> _____	<input type="checkbox"/> <b>Purchase</b>
<input type="checkbox"/> <b>Grant</b> <i>With County Match</i>	<input type="checkbox"/> <b>Contract</b> <i>More than 1 yr.</i>  <i>Exp date:</i> _____	

<b>Budget Impact:</b>	
<input type="checkbox"/> <b>In Budget</b> <input type="checkbox"/> <b>Over Budget</b>	<b>Requested Amount:</b> \$_____

<b>Item Title:</b>  <i>Please answer the who? what? when? why?</i>
<b>List who needs copies when approved:</b>

**TOOELE COUNTY  
ORDINANCE 2023-19**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF  
TOOELE COUNTY; REZONING APPROXIMATELY 322.50 ACRES  
OF LAND, LOCATED WEST OF THE TOOELE COUNTY LANDFILL,  
FROM MU-40 TO M-G AND MG-EX**

**WHEREAS**, Randy Hunt requested a rezone of approximately 322.50 acres of land located off Old Bauer Road, just west of the Tooele County Landfill, from MU-40 (Multiple-Use, 40-Acre Minimum Lot Size) to M-G (Manufacturing General) and MG-EX (Mining, Quarry, Sand and Gravel Excavation); and

**WHEREAS**, public notice of the requested zone change was provided as required by UCA Section 17-27a-205; and

**WHEREAS**, the Planning Commission conducted a public hearing and discussed the requested zone change; and

**WHEREAS**, the Planning Commission voted to recommend the requested zone change;

**NOW, THEREFORE, THE COUNTY LEGISLATIVE BODY OF TOOELE COUNTY ORDAINS AS FOLLOWS:**

**SECTION I – AMENDMENT.** The official zoning map of Tooele County is hereby amended by changing the zoning designation of approximately 322.50 acres as follows:

Parcel 06-017-B-0-0040, approximately 222.50 acres, in Tooele County, Utah, from MU-40 (Multiple-Use, 40-Acre Minimum Lot Size) to M-G (Manufacturing General).

Parcel 06-017-B-0-0041, approximately 100.00 acres, in Tooele County, Utah, from MU-40 (Multiple-Use, 40-Acre Minimum Lot Size) to MG-EX (Mining, Quarry, Sand and Gravel Excavation).

A map showing the area of the rezone is attached hereto and by this reference made a part hereof.

**SECTION II – REPEALER.** Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION III – EFFECTIVE DATE.** This ordinance shall become effective fifteen (15) days after its passage, provided it has been published, or at such publication date if more than fifteen (15) days after passage.

**IN WITNESS WHEREOF** the Tooole County Council, which is the legislative body of Tooole County, passed, approved and enacted this ordinance this 19<sup>th</sup> day of September, 2023.

**ATTEST:**

---

TRACY D. SHAW, County Clerk

( S E A L )

**TOOELE COUNTY COUNCIL:**

---

JARED S. HAMNER, Chair

Council Member Hamner voted \_\_\_\_\_  
Council Member Hoffmann voted \_\_\_\_\_  
Council Member Stromberg voted \_\_\_\_\_  
Council Member Thomas voted \_\_\_\_\_  
Council Member Wardle voted \_\_\_\_\_

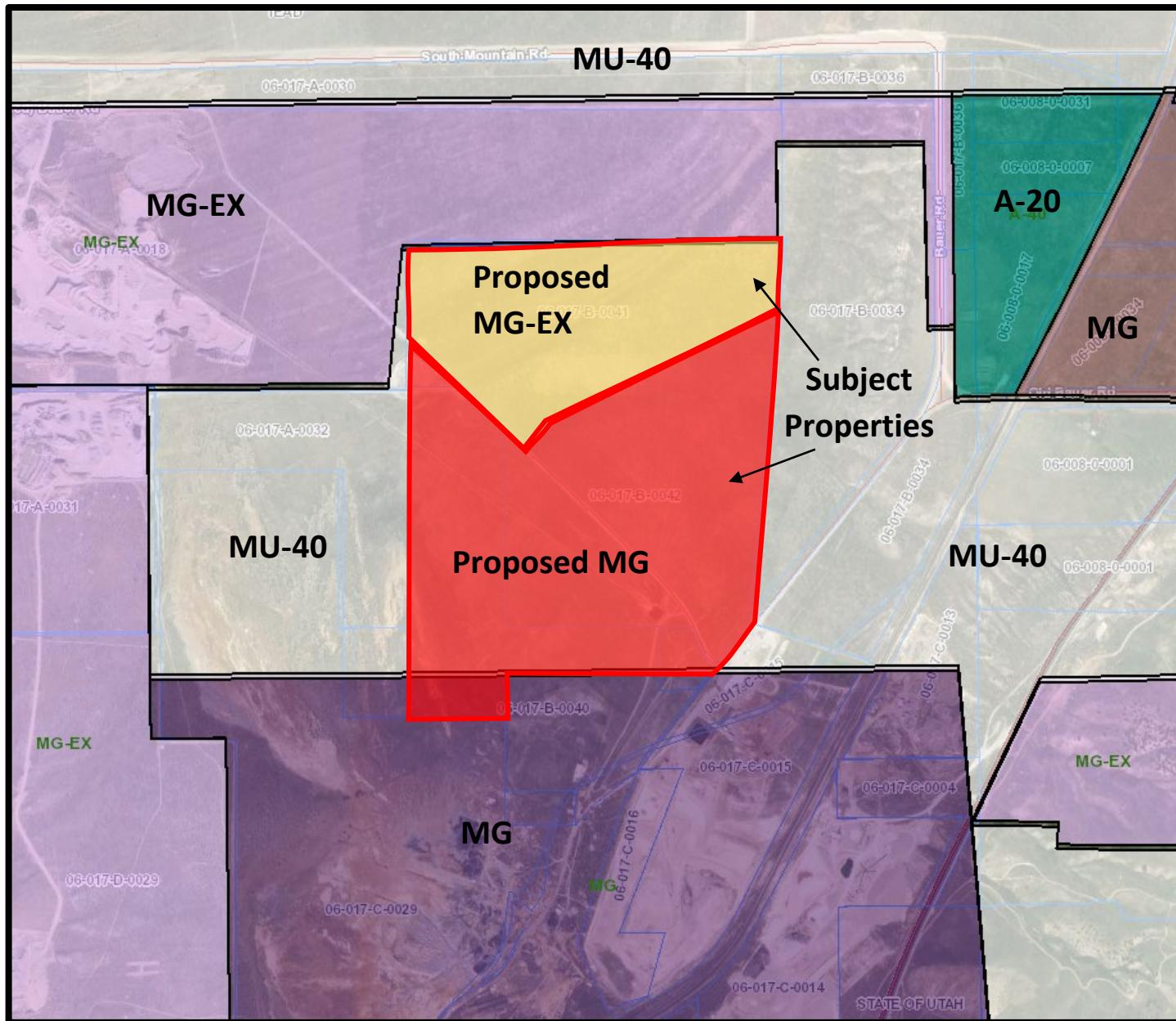
**APPROVED AS TO FORM:**

---

NATHAN HARRIS  
Deputy Tooole County Attorney

**REZ 2023-076: Rezone from MU-40 (Multi use, 4-acre minimum) to M-G (Manufacturing General) and MG-EX (Mining, Quarry, Sand and Gravel Excavation).**

*Located off Old Bauer Rd, West of Land Fill (Parcel ID: 06-017-B-0040 and 06-017-B-0041 (will change after AOE)).*





## NOTICE OF PUBLIC MEETING

- **SUBJECT:** 2023-076 Rezone request from MU-40 (Multi use, 40-acre minimum) to MG (Manufacturing General) and MG-EX (Mining, Quarry, Sand and Gravel Excavating).
- **PROJECT SUMMARY:** Randy Hunt is requesting a rezone on two parcels, totaling 322.5 acres in size, from MU-40 to MG and MG-EX.

**PARCEL ID:** 06-017-B-0040 (subject to change) to MG and 06-017-B-0041 (subject to change) to MG-EX  
**ADDRESS:** Not yet addressed  
**UNINCORPORATED:** Tooele  
**PLANNER:** Trish DuClos

On **September 19, 2023** the Tooele County Council will hold a public meeting regarding the request described above. The meeting will be held at 5:00 p.m. and then at 7:00 p.m. at the Tooele County Administration Building (Council Chamber, Third Floor), 47 S. Main Street, Tooele, UT 84074. Also via Youtube at <https://www.youtube.com/@tooelecounty8584>

You have the right to attend the public meeting in person or online. You may also submit written comments to [publicinput@tooeleco.org](mailto:publicinput@tooeleco.org)

**The future meeting regarding this application will also be posted at the Tooele County Building, posted on the Tooele County Website and Utah Public Notice Website.**

Tooele County  
Community Development

Tooele County Community Development  
47 South Main Street, Tooele, UT 84074  
(435) 843-3160  
[www.tooeleco.org](http://www.tooeleco.org)

## Planning and Zoning

47 S. Main Street • Room 208 • Tooele, UT 84074

Phone: (435) 843-3160 • Fax: (435) 843-3252

[tooeleco.org/tooele-county-government/county-departments/community-development/](http://tooeleco.org/tooele-county-government/county-departments/community-development/)

ORD 2023-19

# Rezone Summary and Recommendation

Public Body: Tooele County Council

Meeting Date: September 19, 2023

Parcel IDs: 06-017-B-0-0040 and 06-017-B-0-0041(subject to change)      Unincorporated: Tooele County

Current Zone: MU-40 (Multi use, 40-acre minimum)

Proposed Zone: M-G (Manufacturing General) and MG-EX (Mining, Quarry, Sand and Gravel Excavation)

**Request: Proposed rezone from MU-40 to M-G and MG-EX**

Planner: Trish DuClos

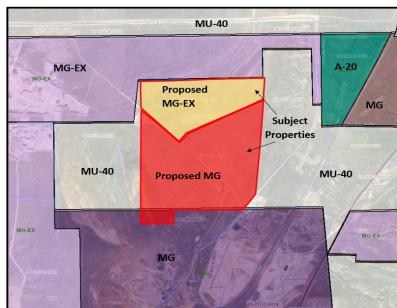
Planning Commission Recommendation: Unanimously in favor.

Applicant Name: Randy Hunt

## PROJECT DESCRIPTION

Randy Hunt is requesting a rezone from MU-40 (Multi use, 40-acre minimum) to 1 parcel (06-017-B-0040, subject to change) M-G (Manufacturing General) and another parcel (06-017-B-0041, subject to change) to MG-EX (Mining, Quarry, Sand and Gravel Excavation).

## SITE & VICINITY DESCRIPTION (see attached map)



The subject properties are located off Old Bauer Rd, just west of the Tooele County Landfill. On the North side of the properties is a MG-EX zone. Directly west of the properties is an MU-40 zone, and further west is a large MG-EX zone. Directly south is an MG zone. On the east side is an MU-40 zone.

## ZONE CONSIDERATIONS

Requirement	Existing Zone (MU-40)	Proposed Zone (M-G)	Proposed Zone (MG-EX)
Height	35 Feet	No maximum height	All requirements are to follow Chapters 27 and 30 of the MG-EX requirements.
Front Yard Setback	30 Feet	Minimum yard setback requirements shall be established in the conditional use permit or planned unit development approval, except that no commercial building shall be located closer than 50 feet to any	Same as above.

		residential district boundary line or to any street line which continues as frontage into a residential district, and providing they do not encroach on any easement.	
Side Yard Setback	30 Feet	Same as above.	All requirements are to follow Chapters 27 and 30 of the MG-EX requirements.
Rear Yard Setback	60 Feet	Same as above.	Same as above.
Lot Width	660 Feet	N/A	Same as above.
Lot Area	40-Acre Minimum	N/A	Same as above.
Maximum Lot Coverage	5%	Buildings and structures shall cover no more than 50% of the lot area except as may otherwise be allowed through planned unit development approval.	Same as above.
Required Improvements	Street Grading, Street Base, On-site Surface Drainage Facilities, Culinary Water Facilities, Wastewater Disposal and Street Monuments.	Street Grading, Street Base, Curb and Gutter, Sidewalk, On-Site Surface Drainage Facilities, Culinary Water Facilities, Wastewater Disposal and Street Monuments, and any other infrastructure deemed necessary	Same as above.

Compatibility with existing buildings in terms of size, scale and height.	Yes
Compliance with the General Plan.	Yes

## GENERAL PLAN CONSIDERATIONS

---

According to the Tooele County General Plan Update 2022, the subject properties are currently located within an area that is planned for Manufacturing. **\*See attached map.**

## ISSUES OF CONCERN/PROPOSED MITIGATION

---

There are no current concerns or issues with the proposed request.

## NEIGHBORHOOD RESPONSE

---

No comments have been submitted to staff. No comments during planning commission.

## PLANNING COMMISSION RESPONSE

---

Unanimously in favor.

## PLANNING STAFF ANALYSIS

---

Planning Staff has reviewed the proposed rezone request and has found that the anticipated use of the property could be cohesive with the surrounding uses and lot sizes in the general area as well as the General Plan 2022.

**\*Please see the applicant's responses addressing the items listed in Chapter 3-9 of the Tooele County Land Use Ordinance. As well as a map copy of the General plan 2022.**

The traffic study that was attached to the application is available upon request. It is not attached due to it being too large of a file. The proposed uses would bring substantially more traffic and more trips per day on SR36 and Bauer Rd.

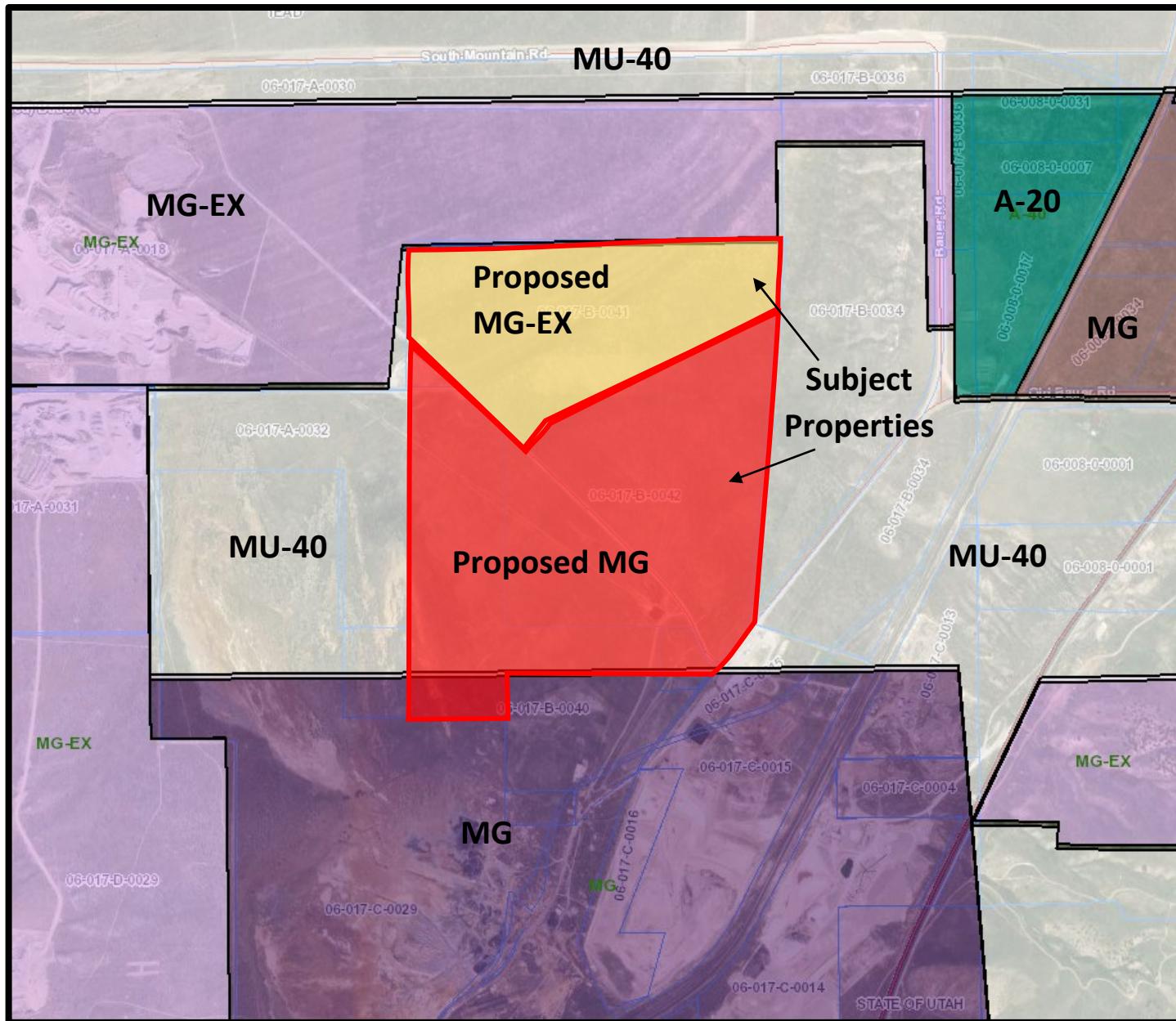
## PLANNING STAFF RECOMMENDATION

---

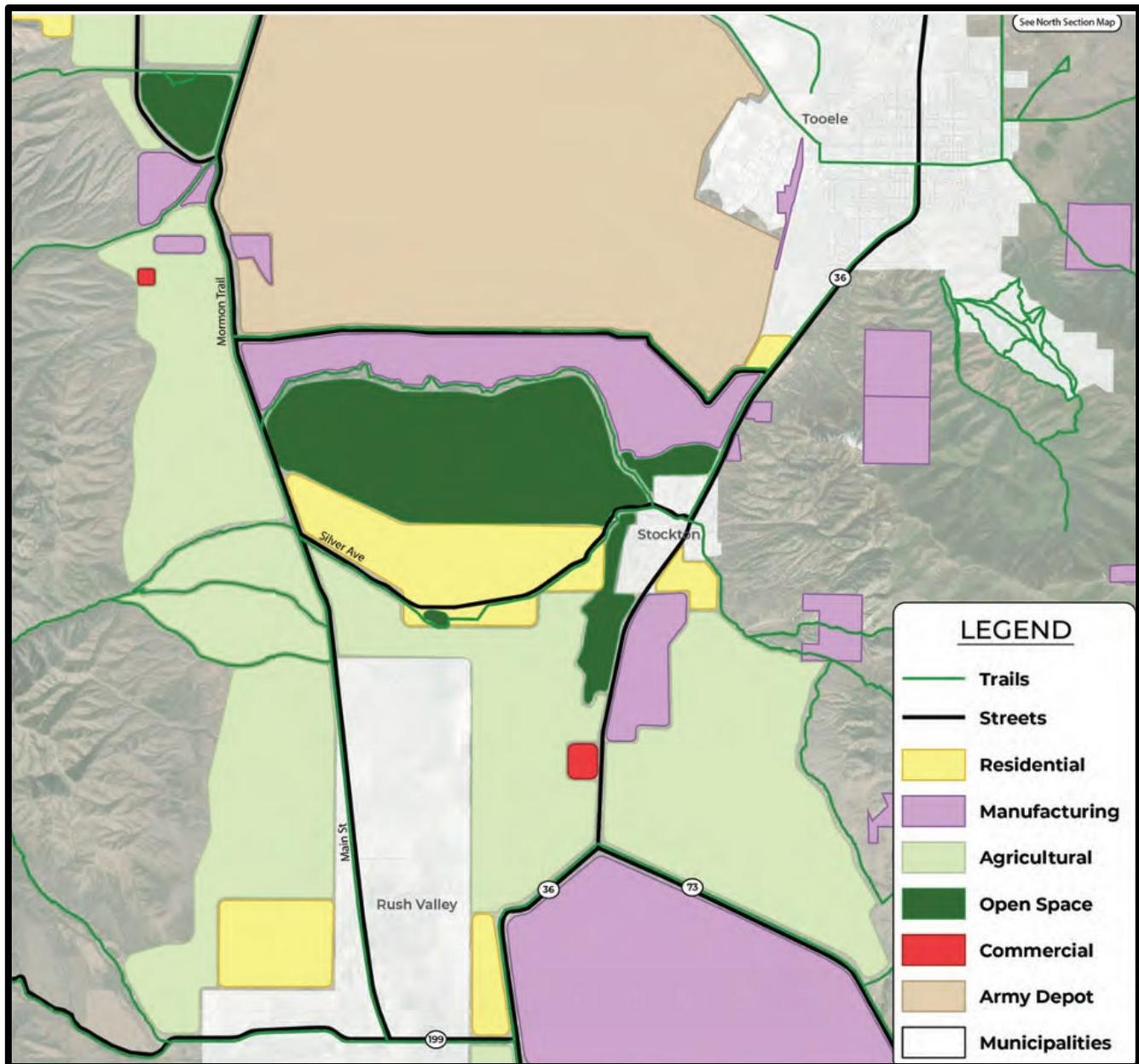
Planning Staff recommends that the Tooele County County analyzes the proposed rezone request application and zoning codes prior to making a decision.

**REZ 2023-076: Rezone from MU-40 (Multi use, 4-acre minimum) to M-G (Manufacturing General) and MG-EX (Mining, Quarry, Sand and Gravel Excavation).**

*Located off Old Bauer Rd, West of Land Fill (Parcel ID: 06-017-B-0040 and 06-017-B-0041 (will change after AOE)).*



## General Plan Land Use Map – South Section 2022





# Application to Amend the Zoning Map of Tooele County

Amendments to the zoning map shall be completed in full, signed, and supplemented with any additional information required by the planning commission. An application which is incomplete or provides insufficient data is just cause for denial. Submittals must be filed with the Department of Engineering for staff and public review.

Fee \$1,000

## Property information and location

(All lines applicable to this site must be filled in)

Section 12,13 Township 4 South Range 5 West

Parcel # 06-017-B-0041, 06-017-B-0040 Lot # 1

Subdivision Name: Mountain View Industrial Park

Subdivision Name: Mountain View Industrial Park (if applicable)

***You MUST include a parcel map obtained from the Tooele County Recorder's Office with this application!***

### Property Owner(s) Information

Name(s): Randy Hunt

Address per tax rolls: 783 South Deer Hollow

City/County: Tooele State: Utah Zip: 84074

---

Office/home phone: 435-830-2220 Fax:

Mobile phone: 435-830-2220 Message phone:

---

Email address: [RandyHunt1954@gmail.com](mailto:RandyHunt1954@gmail.com)

***A copy of the deed, offer or tax notice MUST be included to demonstrate ownership.***

*(For Office Use Only)*

REZ #: 2023-074 Fee \$ 500.00 Receipt #:

AFFIDAVITPERMIT NO.PROPERTY OWNER

STATE OF UTAH )  
                    )  
                    )§  
COUNTY OF TOOKELE )

I (we), Randy Hunt

being duly sworn, depose and say that I (we) am (are) the owner(s) of the property located as follows,  
Block 06-017-B-0041, 06-017-B-0040, 06-017-C-0030, and further identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instruction regarding the process for which I am applying and the Tooele County Department of Engineering staff have indicated they are available to assist me in making this application.

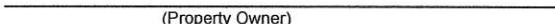
Dated this 24<sup>th</sup> day of August, 2023.



(Property Owner)



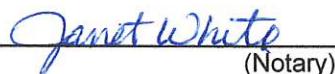
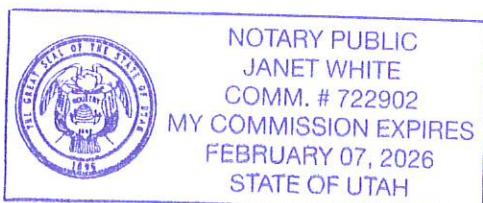
(Property Owner)



(Property Owner)

Dated this 24 day of August, 2023, personally appeared before me:

the signer(s) of the above who duly acknowledged to me that they executed the same.



(Notary)

Residing in: Tooele County, Utah

My commission expires: Feb 7, 2026

### Agent for the Property Owner(s) Information

Name(s): Randy Hunt  
Address per tax rolls: 783 South Deer Hollow  
City/County: Tooele State: Utah Zip: 84074  
Office/home phone: 435-830-2220 Fax: \_\_\_\_\_  
Mobile phone: 435-830-2220 Message phone: \_\_\_\_\_  
Email address: RandyHunt1954@gmail.com

***A copy of the deed, offer or tax notice MUST be included to demonstrate ownership***

### APPLICATION IS HEREBY MADE TO THE PLANNING COMMISSION REQUESTING:

Requesting parcel 06-017-B-0041 to go from MU-40, MG-EX and parcel 06-017-B-0040

to go from MU-40 and MG to MG zone

*See separate pages for items a-f*

Current zoning designation: MU-40, MG

#### ***An application to amend the zoning map shall address:***

- (a) general existing site characteristics including ownership, topography, soils, drainage, vegetation and other physical characteristics of the area proposed to be changed;
- (b) a legal description of the area to be zoned;
- (c) types of land uses permitted, conditional or prohibited in the current zoning district and the proposed zoning district;

- (d) existing transportation patterns to include public and private roads and internal and external circulation patterns, rights-of-way, easements and parking;
- (e) existing and proposed land uses, open spaces, impervious surfaces including streets, parking areas, structures and buildings with a general description of size area, intensities/densities, and height, and proposed storm-water drainage facilities;
- (f) existing and proposed utilities and infrastructure;
- (g) relationship of proposed zone change with Tooele County General Plan and how specifically the proposed zone change would conflict, conform, complement or otherwise affect the Tooele County General Plan as well as any special studies that are designed to further detail the Tooele County General Plan in a specific area;
- (h) an area map showing adjacent property owners and existing land uses within 500 feet of the area proposed to be rezoned;
- (i) the location, description and acreage of land uses;
- (j) approximate location and number of residential units along with approximate square footage, density and height;
- (k) approximate location and square footage of non-residential buildings;
- (l) calculation of approximate amount of open space both before and after buildout construction, indicating areas of expected open space and new landscaping, and including maintenance plans for these areas;
- (m) if the site has unusual or unique natural features, a demonstration of how proposed development preserves and utilizes natural topography and geologic features, scenic vistas, trees and other vegetation, and prevents the disruption of natural draining patterns, and if appropriate, geotechnical studies submitted to indicate soil types, depth of bedrock and slope stability;
- (n) a description of the availability of culinary and irrigation water, community facilities such as schools, fire protection services and other types of facilities that would serve the re-zoned area and how these facilities are affected by this proposal;
- (o) approximate location and size of storm water detention and retention areas and calculations on the impact to those systems as a result of the change in density and use of land;
- (p) an indication of the construction schedule of any project proposed;
- (q) for multi-phased projects, a phasing plan that describes the anticipated timing and geographical extent of each phase;
- (r) a detailed traffic study showing the vehicle trips per day on average at buildout and a determination how the project would significantly alter existing traffic patterns or volume;

- (s) for applications involving a PUD, a table of proposed dimensional standards for the proposed land uses or phases including lot sizes and frontages, building heights and intensities, and setbacks and a description of any requested exceptions to the requirements of the underlying zone; and
- (t) any other study or information required by the planning commission or zoning administrator.

Date Submitted: 8/24/2023

Signature of owner(s) or agent(s):

A handwritten signature in black ink that reads "Roma Ward". The signature is fluid and cursive, with "Roma" on the left and "Ward" on the right, both starting with a capital letter.

**(a) general existing site characteristics including ownership, topography, soils, drainage, vegetation and other physical characteristics of the area proposed to be changed;**

- Randy Hunt has owned the property for about 2 years. Currently there is native vegetation growing throughout the site. After doing an ALTA survey of the site we feel that the topography and drainage of the site will not be an issue. *\*See maps*

**(b) a legal description of the area to be zoned;**

## **OVERALL BOUNDARY FOR RE-ZONING**

- TAX ID: 06-017-B-0041; PARCEL 1

- A PARCEL OF LAND LOCATED IN SECTION 12, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, NORTH 00°13'45" WEST, A DISTANCE OF 117.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°13'45" WEST, A DISTANCE OF 858.06 FEET; THENCE NORTH 89°52'28" EAST, A DISTANCE OF 3,506.37 FEET; THENCE SOUTH 04°46'50" WEST, A DISTANCE OF 638.61 FEET; THENCE SOUTH 64°28'12" WEST, A DISTANCE OF 2,444.88 FEET; THENCE SOUTH 44°12'03" WEST, A DISTANCE OF 270.00 FEET TO A POINT 30 FEET NORTHEAST AND PERPENDICULAR TO THE CENTERLINE OF AN EXISTING DIRT ROAD; THENCE PARALLEL TO SAID CENTERLINE THE FOLLOWING TWO (2) COURSES: 1) THENCE NORTH 45°47'57" WEST, A DISTANCE OF 781.00 FEET; 2) THENCE NORTH 46°18'01" WEST, A DISTANCE OF 685.24 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF PREVIOUSLY SAID SECTION 12 AND THE POINT OF BEGINNING.

CONTAINS: 4,356,004 SQUARE FEET OR 100.00 ACRES +/-

- TAX ID: 06-017-B-0040; PARCEL 2

- A PARCEL OF LAND LOCATED IN SECTIONS 12 & 13, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°28'26" EAST ALONG THE WEST LINE OF SECTION 12, A DISTANCE OF 2,614.56 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12; THENCE NORTH 00°13'45" WEST ALONG THE WEST SECTION LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 117.75 FEET; THENCE SOUTH 46°18'01" EAST, A DISTANCE OF 685.24 FEET; THENCE SOUTH 45°47'57" EAST, A DISTANCE OF 781.00 FEET; THENCE NORTH 44°12'03" EAST, A DISTANCE OF 270.00 FEET; THENCE NORTH 64°28'12" EAST, A DISTANCE OF 2,444.88 FEET; THENCE SOUTH 04°46'50" WEST, A DISTANCE OF 2,899.40 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BAUER COUNTY ROAD (E-357038); THENCE ALONG SAID NORTHERLY LINE OF BAUER ROAD THE FOLLOWING THREE (3) COURSES; 1) SOUTH 39°27'31" WEST, A DISTANCE OF 643.70 FEET TO THE BEGINNING OF A CURVE; 2) THENCE ALONG A 11,499.16 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 135.11 FEET (CHORD BEARS SOUTH 39°07'19" WEST, 135.11 FEET); 3) THENCE SOUTH 38°47'07" WEST, A DISTANCE OF 95.34

*See Approval of Exchange for latest recorded info*

FEET; THENCE SOUTH 89°59'11" WEST, A DISTANCE OF 1,780.15 FEET; THENCE SOUTH 00°00'39" EAST, A DISTANCE OF 233.80 FEET; THENCE SOUTH 89°59'21" WEST, A DISTANCE OF 891.60 FEET TO THE WEST SECTION LINE OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°14'11" WEST ALONG SAID WEST LINE, A DISTANCE OF 838.27 FEET TO THE POINT OF BEGINNING.

- CONTAINS: 9,692,019 SQUARE FEET OR 222.50 ACRES ±

(b) <sup>6</sup> types of land uses permitted, conditional or prohibited in the current zoning district and the proposed zoning district; (February, 2017) Page 3

- Current Zone is MU-40 looking to zone to MG-EX and MG

Ch. 15

Ch. 27

ch. 17 *Tooele County  
Land Use Chapters*

(d) existing transportation patterns to include public and private roads and internal and external circulation patterns, rights-of-way, easements and parking

Currently Bauer road exist on the East side- The rest of the property is currently undeveloped

(e) existing and proposed land uses, open spaces, impervious surfaces including streets, parking areas, structures and buildings with a general description of size area, intensities/densities, and height, and proposed storm-water drainage facilities;

- Proposed land use will Industrial Flex space.

- We are proposing a 4 lot minor subdivision.

*Will be addressed at subdivision & site plan stages.*

(f) existing and proposed utilities and infrastructure;

- Existing 3 phase power line

- Existing Fiber Network

- Proposed individual wells and septic tanks for each lot.

(g) relationship of proposed zone change with Tooele County General Plan and how specifically the proposed zone change would conflict, conform, complement or otherwise affect the Tooele County General Plan as well as any special studies that are designed to further detail the Tooele County General Plan in a specific area;

- The proposed Zone from MG, MU-40 to MU-EX and MG would align with the Tooele County General as it is proposed for Manufacturing.

Plan. This rezone will bring more business and employment opportunity to the County.

(h) an area map showing adjacent property owners and existing land uses within 500 feet of the area proposed to be rezoned;

- Labels have been ordered from the County *\*Map attached*

(i) the location, description and acreage of land uses;

- Location:

- See Item b for acreage and description

(j) approximate location and number of residential units along with approximate square footage, density and height;

- NA *No residential units.*

(k) approximate location and square footage of non-residential buildings;

- Not yet determined and will meet County Code.

(l) calculation of approximate amount of open space both before and after buildout construction, indicating areas of expected open space and new landscaping, and including maintenance plans for these areas;

*Not yet determined and will meet County Code.*

(m) if the site has unusual or unique natural features, a demonstration of how proposed development preserves and utilizes natural topography and geologic features, scenic vistas, trees and other vegetation, and prevents the disruption of natural draining patterns, and if appropriate, geotechnical studies submitted to indicate soil types, depth of bedrock and slope stability;

- NA *Will be addressed at site plan stage(s).*

(n) a description of the availability of culinary and irrigation water, community facilities such as schools, fire protection services and other types of facilities that would serve the re-zoned area and how these facilities are affected by this proposal;

- Randy Hunt is under contract 7 acre feet of water. This will help on reducing the impact on the local community. No culinary or irrigation available.

(o) approximate location and size of storm water detention and retention areas and calculations on the impact to those systems as a result of the change in density and use of land;

- Not yet determined and will meet County Code.

(p) an indication of the construction schedule of any project proposed;

- Not yet determined and will meet County Code.

(q) for multi-phased projects, a phasing plan that describes the anticipated timing and geographical extent of each phase;

- Not yet determined and will meet County Code.

(r) a detailed traffic study showing the vehicle trips per day on average at buildout and a determination how the project would significantly alter existing traffic patterns or volume; (February, 2017) Page 4

- A traffic study is attached:

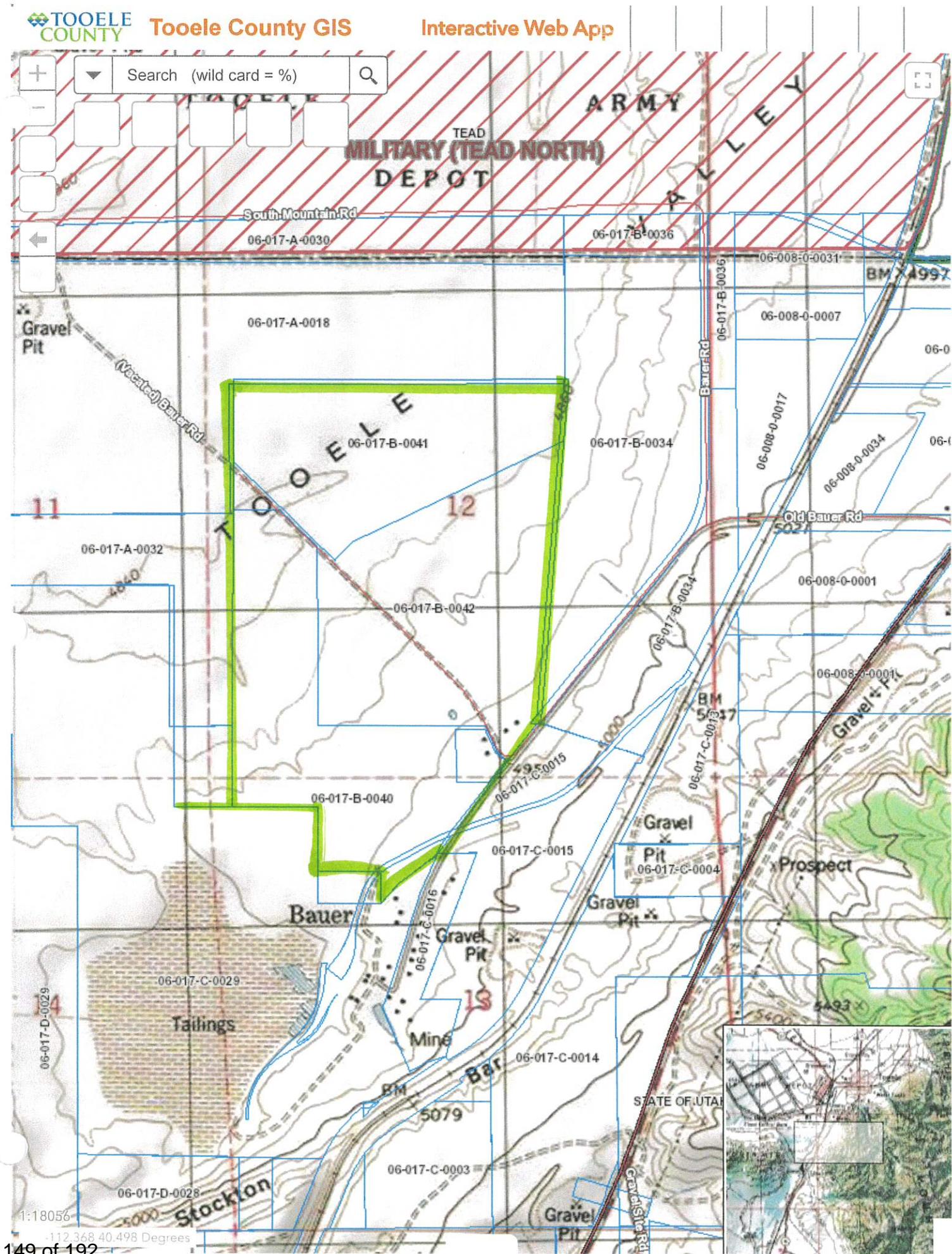
(s) for applications involving a PUD, a table of proposed dimensional standards for the proposed land uses or phases including lot sizes and frontages, building heights and intensities, and setbacks and a description of any requested exceptions to the requirements of the underlying zone; and

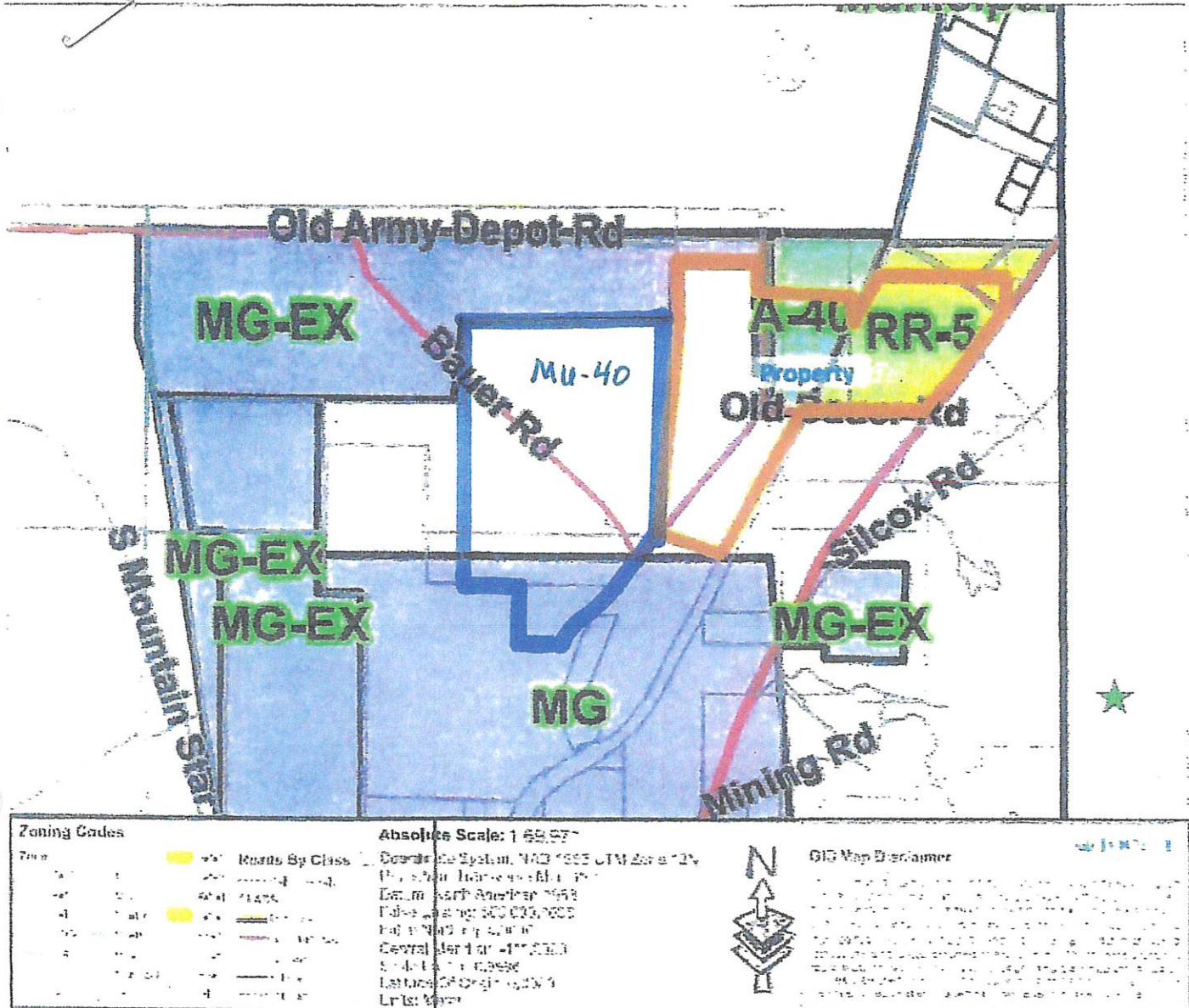
NA      PUD code repealed

(t) any other study or information required by the planning commission or zoning administrator.

None.







## ZONING / DEVELOPMENT

- Zoned RR-5 (Rural Residential 5-acre minimum), A-40 (Agricultural 40-acre minimum), and MU-40 (Multiple Use 40-acre minimum)
- For more information, please visit the Tooele County web site: <http://www.co.tooele.ut.us/building.html> or call the Tooele



Tooele County Engineering  
Planning & Zoning Division  
47 South Main Street  
Tooele, Utah 84074

Entry #: 592837  
08/24/2023 04:28:24 PM APPROVAL OF EXCHANGE  
Page: 1 of 9  
FEE \$40.00 BY RANDY HUNT  
Jerry Houghton, Tooele County County Recorder

## APPROVAL OF EXCHANGE

### **DESCRIPTION OF EXCHANGE**

An exchange of title in accordance with 17-27a-608 UCA and 13-10-4 Tooele County Code is approved for the parcels which are described with the original descriptions as follows:

**TAX ID: 06-017-B-0039; ENTRY NO. 581870:**

A PARCEL OF LAND BEING LOCATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, BEING DESCRIBED BY SURVEY AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°59'11" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 313.51 FEET; THENCE SOUTH 00°00'49" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'11" EAST, A DISTANCE OF 307.71 FEET; THENCE SOUTH 24°20'44" EAST, A DISTANCE OF 262.37 FEET; THENCE SOUTH 50°32'29" EAST, A DISTANCE OF 133.05 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BAUER COUNTY ROAD (ENTRY NO. 357038); THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING THREE (3) COURSES; 1) THENCE SOUTH 39°27'31" WEST, A DISTANCE OF 54.08 FEET TO THE BEGINNING POINT OF A 11,499.16 FOOT RADIUS CURVE TO THE LEFT 2) THENCE ALONG SAID CURVE A DISTANCE OF 135.11 FEET (CHORD BEARS SOUTH 39°07'19" WEST, 135.11 FEET); 3) THENCE SOUTH 38°47'07" WEST, A DISTANCE OF 95.34 FEET; THENCE SOUTH 89°59'11" WEST, A DISTANCE OF 339.13 FEET; THENCE NORTH 00°00'49" WEST, A DISTANCE OF 544.50 FEET TO THE POINT OF BEGINNING.

And

**TAX ID: 06-017-C-0030; ENTRY NO. 553261:**

COMMENCING AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°14'11" EAST ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 1,513.42 FEET; THENCE NORTH 89°45'48" EAST, A DISTANCE OF 888.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'21" EAST, A DISTANCE OF 663.30 FEET; THENCE SOUTH 00°00'39" EAST, A DISTANCE OF 328.36 FEET; THENCE SOUTH 89°59'21" WEST, A DISTANCE OF 663.30 FEET; THENCE NORTH 00°00'39" WEST, A DISTANCE OF 328.36 FEET TO THE POINT OF BEGINNING.

And

**TAX ID: 06-017-B-0040; ENTRY NO. 553261:**

Page 1 of 5

Entry #: 592837  
08/24/2023 04:28:24 PM APPROVAL OF EXCHANGE  
Page: 2 of 9  
FEE \$40.00 BY RANDY HUNT  
Jerry Houghton, Tooele County County Recorder

Tooele County Engineering  
Planning & Zoning Division  
47 South Main Street  
Tooele, Utah 84074

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°28'26" EAST ALONG THE WEST LINE OF SECTION 12, A DISTANCE OF 2,232.85 FEET TO THE CENTERLINE OF A EXISTING DIRT ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO (2) COURSES; 1) NORTH 89°28'05" EAST, A DISTANCE OF 477.29 FEET; 2) THENCE SOUTH 45°47'57" EAST, A DISTANCE OF 556.30 FEET; THENCE SOUTH 00°00'39" EAST, A DISTANCE OF 1,849.15 FEET TO THE SOUTH LINE OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°59'11" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1,754.50 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE ALONG THE CENTERLINE OF AN EXISTING DIRT ROAD THE FOLLOWING TWO (2) COURSES; 1) SOUTH 24°20'44" EAST, A DISTANCE OF 307.67 FEET; 2) THENCE SOUTH 50°32'29" EAST, A DISTANCE OF 126.07 FEET TO THE WESTERLY RIGHT OF WAY LINE OF BAUER ROAD (ENTRY NO. 357038); THENCE ALONG THE SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: 1) THENCE SOUTH 39°27'31" WEST, A DISTANCE OF 84.08 FEET TO A POINT ON A CURVE; 2) THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 11,499.16 FEET, A DISTANCE OF 135.11 FEET (CHORD: SOUTH 39°07'19" WEST 135.11 FEET); 3) THENCE SOUTH 38°47'07" WEST, A DISTANCE OF 767.68 FEET TO A POINT ON A CURVE; 4) THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 994.93 FEET, A DISTANCE OF 275.65 FEET (CHORD: SOUTH 30°50'53" WEST 274.77 FEET); THENCE SOUTH 59°50'36" WEST, A DISTANCE OF 77.36 FEET; THENCE SOUTH 52°47'41" WEST, A DISTANCE OF 366.00 FEET; THENCE SOUTH 44°43'09" WEST, A DISTANCE OF 132.38 FEET; THENCE SOUTH 40°40'45" WEST, A DISTANCE OF 158.07 FEET; THENCE NORTH 00°00'39" WEST, A DISTANCE OF 328.36 FEET; THENCE SOUTH 89°59'21" WEST, A DISTANCE OF 663.30 FEET; THENCE NORTH 00°00'39" WEST, A DISTANCE OF 671.64 FEET; THENCE SOUTH 89°59'21" WEST, A DISTANCE OF 891.60 FEET TO THE WEST LINE OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°14'12" WEST ALONG SAID WEST LINE OF SECTION 13, A DISTANCE OF 838.27 FEET TO THE NORTHWEST CORNER OF SAID SECTION 13 AND THE POINT OF BEGINNING.

LESS AND EXCEPTING ENTRY NO. 581870

And

TAX ID: 06-017-B-0042; ENTRY NO. 553261:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, THENCE ALONG THE WEST LINE OF SECTION 12, NORTH 00°28'26" EAST, A DISTANCE OF 2,614.56 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12 AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST SECTION LINE NORTH 00°13'45" WEST, A DISTANCE OF 975.81 FEET; THENCE NORTH 89°52'28" EAST, A DISTANCE OF 3,506.37 FEET; THENCE SOUTH 04°46'50" WEST, A DISTANCE OF 3,538.01

*Tooele County Engineering  
Planning & Zoning Division  
47 South Main Street  
Tooele, Utah 84074*

FEET TO THE WESTERLY RIGHT OF WAY LINE OF BAUER ROAD (ENTRY NO. 357038); THENCE SOUTH 39°27'31" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 559.62 FEET TO THE CENTERLINE OF AN EXISTING DIRT ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO (2) COURSES; 1) THENCE NORTH 50°32'29" WEST, A DISTANCE OF 126.07 FEET; 2) THENCE NORTH 24°20'44" WEST, A DISTANCE OF 307.67 FEET TO THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°59'11" WEST ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 1,754.50 FEET; THENCE NORTH 00°00'39" WEST, A DISTANCE OF 1,849.15 FEET TO THE CENTERLINE OF AN EXISTING DIRT ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING TWO (2) COURSES; 1) THENCE NORTH 45°47'57" WEST, A DISTANCE OF 556.30 FEET; 2) THENCE SOUTH 89°28'05" WEST, A DISTANCE OF 477.29 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N00°28'26"E ALONG SAID WEST LINE, A DISTANCE OF 381.72 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12 AND THE POINT OF BEGINNING.

LESS AND EXCEPTING ENTRY NO. 583595.

And results respectably in the descriptions of the parcels created by the exchange as follows:

**TAX ID: 06-017-B-0040;**

A PARCEL OF LAND LOCATED IN SECTIONS 12 & 13, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°28'26" EAST ALONG THE WEST LINE OF SECTION 12, A DISTANCE OF 2,614.56 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12; THENCE NORTH 00°13'46" WEST ALONG THE WEST SECTION LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 117.75 FEET; THENCE SOUTH 46°18'01" EAST, A DISTANCE OF 685.24 FEET; THENCE SOUTH 45°47'57" EAST, A DISTANCE OF

Tooele County Engineering  
Planning & Zoning Division  
47 South Main Street  
Tooele, Utah 84074

781.00 FEET; THENCE NORTH 44°12'03" EAST, A DISTANCE OF 270.00 FEET; THENCE NORTH 64°28'12" EAST, A DISTANCE OF 2,444.88 FEET; THENCE SOUTH 04°46'50" WEST, A DISTANCE OF 2,899.40 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BAUER COUNTY ROAD (E-357038); THENCE ALONG SAID NORTHERLY LINE OF BAUER ROAD THE FOLLOWING THREE (3) COURSES; 1) SOUTH 39°27'31" WEST, A DISTANCE OF 643.70 FEET TO THE BEGINNING OF A CURVE; 2) THENCE ALONG A 11,499.16 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 135.11 FEET (CHORD BEARS SOUTH 39°07'19" WEST, 135.11 FEET); 3) THENCE SOUTH 38°47'07" WEST, A DISTANCE OF 95.34 FEET; THENCE SOUTH 89°59'11" WEST, A DISTANCE OF 1,780.15 FEET; THENCE SOUTH 00°00'39" EAST, A DISTANCE OF 233.80 FEET; THENCE SOUTH 89°59'21" WEST, A DISTANCE OF 891.60 FEET TO THE WEST SECTION LINE OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°14'11" WEST ALONG SAID WEST LINE, A DISTANCE OF 838.27 FEET TO THE POINT OF BEGINNING.

CONTAINS: 9,692,019 SQUARE FEET OR 222.50 ACRES ±

**TAX ID: 06-017-C-0030;**

A PARCEL OF LAND LOCATED IN SECTION 13, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°14'11" EAST ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 607.98 FEET; THENCE NORTH 89°45'48" EAST, A DISTANCE OF 892.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'11" EAST, A DISTANCE OF 1,780.15 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BAUER COUNTY ROAD (E-357038); THENCE ALONG SAID NORTHERLY LINE OF BAUER ROAD THE FOLLOWING TWO (2) COURSES; 1) SOUTH 38°47'07" WEST, A DISTANCE OF 672.34 FEET TO THE BEGINNING OF A CURVE; 2) THENCE ALONG A 994.93 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 275.65 FEET (CHORD BEARS SOUTH 30°50'53" WEST, 274.77 FEET; THENCE SOUTH 59°50'36" WEST, A DISTANCE OF 77.35 FEET; THENCE SOUTH 52°47'41" WEST, A DISTANCE OF 366.00 FEET; THENCE SOUTH 44°43'09" WEST, A DISTANCE OF 132.38 FEET; THENCE SOUTH 40°40'45" WEST, A DISTANCE OF 158.07 FEET; THENCE SOUTH 89°59'21" WEST, A DISTANCE OF 663.30 FEET; THENCE NORTH 00°00'39" WEST, A DISTANCE OF 1,233.80 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,555,104 SQUARE FEET OR 35.70 ACRES ±

## APPROVAL OF EXCHANGE

### DESCRIPTION OF EXCHANGE

I, Trish Dicks, in accordance with Tooele County Code 13-10-4, serving in my capacity as the Tooele County Zoning Administrator, approve the exchange of title for portions of parcels by adjacent property owners of record on 24 day of August, 20 23 where: (a) no lot will result from the exchange of title; and (b) the exchange of title will not result in a violation of applicable zoning requirements.

Signed this 24 day of August, 20 23

## *APPROVAL OF EXCHANGE*

### ***DESCRIPTION OF EXCHANGE***

I, \_\_\_\_\_, certify that I am the current owner of property described above and consent to the execution of this Description of Exchange for portions of parcels described herein. I acknowledge that this notice of approval does not act as a conveyance for title to real property.

Signed this 24<sup>th</sup> day of Aug, 20 23

*Barry W. W.*

STATE OF UTAH )  
COUNTY OF TOOKEE )  
 )ss.

On this 24 day of August, 2023 personally appeared before me:  
Randy Hunt the signer of the above who is known personally by me that they executed  
the same.



NOTARY PUBLIC  
JANET WHITE  
COMM. # 722902  
MY COMMISSION EXPIRES  
FEBRUARY 07, 2026  
STATE OF UTAH

Janet White

(Notary)

I, TRISH DUCLOS, in accordance with Tooele County Code 13-10-4, serving in my capacity as the Tooele County Zoning Administrator, approve the exchange of title for portions of parcels by adjacent property owners of record on 24 day of AUGUST, 2023 where: (a) no lot will result from the exchange of title; and (b) the exchange of title will not result in a violation of applicable zoning requirements.

Signed this 24 day of August, 2023

*Josie Dallie*  
Tooele County Zoning Administrator

(February, 2017)

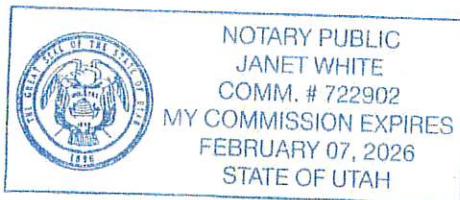
Page 5

Entry #: 592837  
08/24/2023 04:28:24 PM APPROVAL OF EXCHANGE  
Page: 6 of 9  
FEE \$40.00 BY RANDY HUNT  
Jerry Houghton, Tooele County County Recorder

STATE OF UTAH )  
                  )  
COUNTY OF TOOELE )

On this 24 day of August, 2023 personally appeared before me:  
Trish DuClos the signor of the above who is known personally by me that they executed  
the same.

Janet White \_\_\_\_\_ (Notary)



### *APPROVAL OF EXCHANGE*

## DESCRIPTION OF EXCHANGE

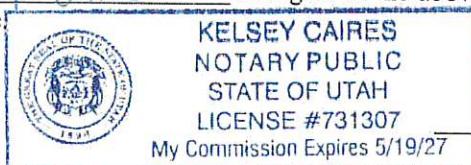
I, Leo Beavchayf, certify that I am the current owner of property described above and consent to the execution of this Description of Exchange for portions of parcels described herein. I acknowledge that this notice of approval does not act as a conveyance for title to real property.

Signed this 24 day of August, 2023

*Max Smoloff* Owner

STATE OF UTAH )  
COUNTY OF TOOELE )ss )

On this 24 day of August, 2023, personally appeared before me:  
Kelsey Caires the signer of the above who is known personally by me that they executed  
the same. KELSEY CAIRES



Kelsey Caires

(Notary)

I, \_\_\_\_\_, in accordance with Tooele County Code 13-10-4, serving in my capacity as the Tooele County Zoning Administrator, approve the exchange of title for portions of parcels by adjacent property owners of record on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ where: (a) no lot will result from the exchange of title; and (b) the exchange of title will not result in a violation of applicable zoning requirements.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

---

## Tooele County Zoning Administrator

(February, 2017)

Page 5

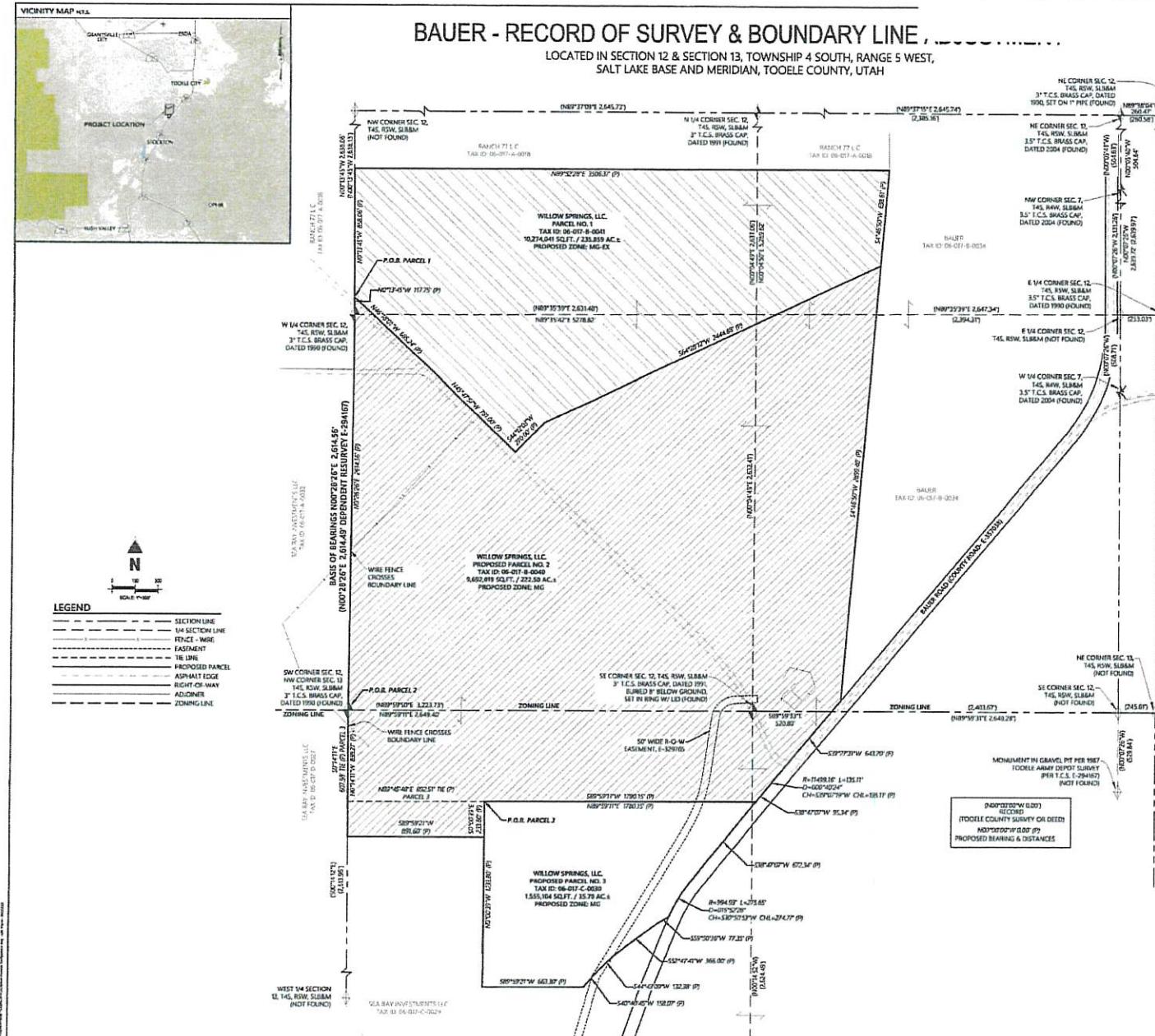


Entry #: 592837  
08/24/2023 04:28:24 PM

**APPROVAL OF EXCHANGE**

Page: 9 of 9  
FEE \$40.00 BY RANDY HUNT

Jerry Houghton, Tooele County County Recorder



**Gateway**  
2010 W. Grove Plaza, Suite H  
Pleasant Grove, UT 84062

2013 W. Drive Playa, Suite H  
Pleasant Grove, UT 84062  
821-823-1332  
[www.2013w.com](http://www.2013w.com)

**COPYRIGHT**  
THESE PLANS ARE AN INSTRUMENT OF SERVICE  
AND ARE THE PROPERTY OF GALLOWAY, AND MAY  
NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED  
WITHOUT THE WRITTEN CONSENT OF GALLOWAY.  
COPYRIGHTS AND TRADEMARKS WILL BE  
ENFORCED AND PROSECUTED.

PROPOSED PARCELS  
LOCATED IN SECTION 12 & SECTION  
TOWNSHIP 4 SOUTH, RANGE 5 WEST  
SALT LAKE BASE AND MERIDIAN  
TOOELE COUNTY UTAH

2-2

## WATER RIGHTS PURCHASE AGREEMENT

This Water Rights Purchase Agreement ("Agreement"), dated this 29th day of June, 2023, is by and between Willow Springs Real Estate LLC, a Utah Limited Liability Company, of Salt Lake County, State of Utah ("Buyer"), and JRL Investments, LLC, a Utah Limited Liability Company of Salt Lake County, State of Utah ("Seller").

### RECITALS

- A. Seller has the right to use 7 acre feet of water, described on the records of the Utah State Engineer as Water Right No.15-3171 (the "Water Right").
- B. Seller desires to sell the Water Right to Buyer pursuant to the terms and conditions of this Agreement.
- C. Buyer desires to purchase the Water Right from Seller pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties agree as follows:

1. **Water Right and Purchase Price.** Seller hereby agrees to sell and convey to Buyer and Buyer hereby agrees to purchase from the Seller the Water Right subject to the terms and conditions of this Agreement. The purchase price (hereinafter the "Purchase Price") for the Water Right shall be \$147,000.00 (\$21,000.00 per acre foot of water), and shall be paid at the time of closing as called for herein.
2. **Earnest Money.** The Buyer shall deposit \$5,000.00 (the "Earnest Money") with Old Republic National Title Insurance Company, Attn. Hillary Morgan, 299 South Main Street, Ste. 120, Salt Lake City, Utah 84111 (the "Title Company"), within 3 days of execution of this agreement. The Earnest Money shall be credited against the purchase price of the Water Rights only if the transaction proceeds to Closing under paragraph 5 of this Agreement.
3. **Buyers Right To Cancel Based On Due Diligence.** Buyer shall have a period of 7 days from the date of this Agreement to conduct a due diligence review of the Water Right (the "Due Diligence Period"). Buyer may, in Buyer's sole and absolute discretion and for any reason, terminate this Agreement by delivering written notice to Seller and Title Company before the end of the Due Diligence Period that Buyer no longer intends to purchase the Water Right. If Buyer provides written notice within the Due Diligence Period that it no longer intends to purchase the Water Right, the Title Company shall release the Earnest Money to Buyer. If the Buyer does not provide such written notice to the Seller and Title Company before the end of the Due Diligence Period, the Title Company shall immediately release the Earnest Money to the Seller, upon Seller's request. If the transaction proceeds to Closing under paragraph 5 of this Agreement, the Earnest Money

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

1 Seller's Initials JL Date 6/29/23

amount shall be credited against the Purchase Price.

**4. No Warranties.** Buyer acknowledges that, whereas Buyer had the opportunity to conduct a due diligence review of the Water Right, Buyer is purchasing the Water Right "AS IS." Buyer further acknowledges that Seller makes no representation or warranty in regards to the Water Right, the quantity thereof, the suitability thereof for Buyer's purposes, or Seller's title thereto. This paragraph shall survive closing.

**5. Closing.** The parties will mutually agree upon a time for closing which will take place at the Title Company. The date of closing shall be no later than July 12, 2023. At the closing, the Buyer shall deliver the Purchase Price to the Title Company. At the closing, Seller shall deliver a duly executed Quit Claim Deed, in the form attached hereto as Exhibit A. Upon recordation of the Quit Claim Deed with the Tooele County Recorder's office, the Title Company will distribute the proceeds in accordance with the settlement statements signed by Seller and Buyer.

**6. Notice.** All required notices shall be given to the parties hereto in writing, and shall be mailed, postage prepaid, to the parties at the following addresses which may be changed from time to time:

**BUYER:**

Willow Springs Real Estate LLC  
783 South Deer Hollow Road  
Tooele Utah, 84074  
Randy Hunt, Manager/Owner

**SELLERS:**

JRL Investments, LLC.  
P.O. Box 711820  
Salt Lake City, UT 84171

**7. Costs and Attorney's Fees.** In the event any legal, equitable or administrative action or proceeding is brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover the reasonable fees of its attorneys and any costs incurred in such action or proceeding, including costs of appeal, if any, in such amount as the court or administrative body have jurisdiction may award.

**8. Entire Agreement.** It is understood that there are no oral or written agreements or representations between Seller and Buyer affecting this Agreement, and this Agreement supersedes any and all previous negotiations, arrangements, representations and understandings, if any, between the parties. This Agreement

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

2 Seller's Initials JH Date 6/29/23

may be modified or altered only by an agreement in writing between the parties, and no act or omission of any employee or agent of the parties or any broker, if any, shall alter, change or modify any of the provisions of this Agreement.

**9. General Conditions.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings contained in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

**10. Default.** If Buyer defaults under this contract the Seller may sue Buyer to specifically enforce this contract or pursue other remedies available at law or in equity.

**11. Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their heirs, successors, and assigns.

**12. Commissions.** Seller shall pay \$4,410.00 from proceeds as defined in "Water Right and Purchase Price" to Steve Griffith.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

**SELLERS:**

JRL Investments, LLC.

By

  
Jesse R. Lassley, Manager

**BUYER:**

Willow Springs Real Estate LLC

By

  
Randy Hunt, Manager/Owner

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

3 Seller's Initials JH Date 6/29/23

## Exhibit A

When Recorded, Return to:  
Willow Springs Real Estate LLC  
783 South Deer Hollow Road  
Tooele Utah, 84074

# Water Right QuitClaim Deed

**JRL Investments, LLC., GRANTOR**, hereby quitclaims and assigns to Willow Springs Real Estate LLC, of Salt Lake City, County of Salt Lake, State of Utah, **GRANTEE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all of GRANTOR'S rights, title, and interest in and to the following:

7 acre-feet of water from Water Right No.15-3171 as identified of record with the Utah Division of Water Rights, and all applications pertaining thereto.

WITNESS the hand of **GRANTOR** this \_\_\_\_\_ day of July 12, 2023.

JRL Investments, LLC

By \_\_\_\_\_  
*Jesse R. Lassley, Manager*

State of Utah              }  
                                  :ss.  
County of Salt Lake      }

On the \_\_\_\_\_ day of July 12, 2023, Jesse R. Lassley as Manager of JRL Investments, LLC., personally appeared before me and duly acknowledged that he executed the foregoing instrument for the purposes stated therein for and in behalf of JRL Investments, LLC.

\_\_\_\_\_  
Notary Public

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

4

Seller's Initials \_\_\_\_\_

*JRL*

Date \_\_\_\_\_

*6/29/23*



## FINANCING DISCLOSURE

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged. If Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. **IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE STATE CODE MANDATED AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN THE SELLER AND PURCHASER.**

### PURCHASER AGREES TO ARRANGE FINANCING

"(A)" The Purchaser of the vehicle(s) described in this contract acknowledges that the Seller of the vehicle has made no promises, warranties, or representations regarding seller's ability to obtain financing for the purchase of the vehicle. Furthermore, Purchaser understands that if financing is necessary in order for the purchaser to complete the payment terms of this contract all the financing arrangements are the sole responsibility of the Purchaser.

Purchaser's Signature

### SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" The Purchaser of the vehicle(s) described in this contract has executed the contract in reliance upon the Seller's representation that Seller can provide financing arrangements for the purchase of the vehicle(s). The primary terms of the financing are as follows: Interest rate between \_\_\_\_\_% and \_\_\_\_\_% per annum, term between \_\_\_\_\_ months and \_\_\_\_\_ months. Monthly payments between \$\_\_\_\_\_ per month and \$\_\_\_\_\_ per month based on a down payment of \$\_\_\_\_\_. If seller is not able to arrange financing within the terms disclosed, then seller must, within seven (7) calendar days of the date of sale, mail notice to the Purchaser that he/she has not been able to arrange financing. Purchaser then has fourteen (14) days from the date of sale to elect, if purchaser chooses, to rescind the contract of sale, pursuant to section 41-3-401. In order to rescind the contract of sale, the Purchaser shall: (1) Return to seller the vehicle purchased. (2) Pay the Seller an amount equal to the current standard mileage rate for the cost of operating a Motor Vehicle established by the Federal Internal Revenue Service for each mile the vehicle has been driven; AND (3) Compensate Seller for any physical damage to the vehicle. In return, Seller shall give back to the purchaser all payments or other consideration paid by the Purchaser, including any down payment and any motor vehicle traded in. If the trade-in has been sold or otherwise disposed of before the purchaser rescinds the transaction, then the Seller shall return to the Purchaser a sum equivalent to the allowance toward the purchase price given by the Seller for the trade-in as noted in this contract. If Purchaser does not elect to rescind the contract of sale as provided in subsection (2)(b) of this form: (a) Purchaser is responsible for adherence to the terms and conditions of the contract or risks being found in default of the terms and conditions; (b) the terms and conditions of the disclosures set forth in section (1) of this form are not binding on the seller; and (c) if financing is necessary for the Purchaser to complete the payment terms of the contract of sale, the Purchaser is solely responsible for making all the financing arrangements. Signing this disclosure does not prohibit the purchaser from seeking his/her own financing. The dealership may or may not receive income for arranging financing.

Purchaser's Signature

Seller's Signature

### CONDITIONS AND WARRANTIES

It is further understood and mutually agreed: The agreement on the previous page(s) is subject to the following terms, conditions, and warranties made by Purchaser, which have been mutually agreed upon:

1. Purchaser agrees to deliver the original bill of sale and the title to any used vehicle traded herein along with the delivery of such vehicle in the same condition and containing the same equipment as when appraised reasonable wear and tear expected, and Purchaser warrants such used vehicle to be his/her property free and clear of all liens and encumbrances except as otherwise noted in this agreement.
2. If the Purchaser does not pay the "UNPAID CASH BALANCE DUE ON DELIVERY" by the date indicated on this agreement, then the Seller may set off against its damages any cash deposit or down payment received from the Purchaser. In the event a used vehicle has been taken in trade, Purchaser authorizes Seller to sell the used vehicle, and Seller shall be entitled to reimburse itself out of the proceeds of such sale for its expenses and losses incurred or suffered as the result of Purchaser's failure to complete the purchase.
3. Seller shall not be liable for delays or damages caused by the manufacturer, accidents, sureties, fires, or other causes beyond the control of the Seller.
4. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF THE NEW VEHICLE(S) AND/OR REFRIGERATION UNIT(S) FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE(S)/REFRIGERATION UNIT(S) WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH IS AVAILABLE TO PURCHASER UPON REQUEST. SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY WILL BE THE ONLY REMEDIES AVAILABLE TO ANY PERSON WITH RESPECT TO SUCH NEW VEHICLE(S)/REFRIGERATION UNIT(S).
5. In case the vehicle(s) and/or refrigeration unit(s) sold to the Purchaser is/are used vehicle(s)/refrigeration unit(s), no warranty or representation is made by Seller as to the extent such vehicle(s)/refrigeration unit(s) has/have been used, regardless of mileage/hours shown on the odometer/hourmeter of said used vehicle(s)/refrigeration unit(s).
6. In the event it becomes necessary for Seller to enforce any of the terms, conditions, or warranties in this agreement, Purchaser agrees to pay reasonable attorney's fees, court costs, and collection fees.
7. Purchaser may not transfer or assign his/her interest in this agreement, unless Seller consents in writing.
8. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS INCLUDING PROPERTY IS NOT INCLUDED IN THIS AGREEMENT.
9. Purchaser represents that he/she is 18 years of age or older.
10. Purchaser grants to Seller a security interest in the purchased vehicle(s) and to any proceeds derived from the sale of the purchased vehicle(s) to secure full payment of the purchase price. This security interest also covers all equipment, refrigeration unit(s), accessories and parts that Purchaser adds to the vehicle. Purchaser also grants Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle(s). Purchaser also grants the Seller a security interest in the vehicle(s) purchased by the Purchaser as described above, for the purpose of securing Seller against losses proximately caused by Purchaser's breach of any terms or conditions set forth in this contract.
11. In the case of any vehicle(s) traded in as part of the consideration toward a purchase, Purchaser represents and warrants:
  - (a) That unless otherwise disclosed to Seller in writing and attached hereto, pollution control equipment, ABS system and all other safety related equipment installed by the manufacturer has not been removed or rendered inoperative.
  - (b) That the year of manufacture and the balance owed on the traded-in vehicle(s) are as stated in this agreement.
  - (c) That, unless otherwise disclosed in this agreement or attached hereto in writing, the hubometer reading (if vehicle is equipped) and hourmeter reading accurately states the miles and hours the traded-in vehicle(s) have been operated.
  - (d) That Purchaser has and will provide to Seller good title to the traded-in vehicle(s), and that transfer of the traded-in vehicle(s) to Seller as a trade-in on purchase of another vehicle is rightful; AND
  - (e) That the traded-in vehicle(s) has never had its title or registration branded as "SALVAGED", "RESTORED", "REPAIRED", or similar term, pursuant to Utah Code Ann. 41-1a-1004 and 41-1a-1005 or statute(s) of another state substantially similar in content. If Purchaser breaches this representation and warranty then Purchaser agrees to be liable for and pay the Seller the difference between the trade-in allowance as stated in this agreement and the reduced value attributable to misrepresentation regarding the title or registration.
  - (f) That the vehicle(s) was not knowingly initially delivered for disposition or sale in a country other than the United States of America.
12. Any written notice required to be given Purchaser if mailed by ordinary mail, postage prepaid, to Purchaser's mailing address as stated in this agreement or e-mail address as stated in this agreement shall be deemed reasonable and effective notification.
13. The rate of interest as set forth in the Financing Disclosure section (B) may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, including disclosures regarding variable rates of interest.
14. All information we request may be used to verify your identity in accordance with the U.S. Patriot Act.



## FINANCING DISCLOSURE

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged. If Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. **IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE STATE CODE MANDATED AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN THE SELLER AND PURCHASER.**

### PURCHASER AGREES TO ARRANGE FINANCING

"(A)" The Purchaser of the vehicle(s) described in this contract acknowledges that the Seller of the vehicle has made no promises, warranties, or representations regarding seller's ability to obtain financing for the purchase of the vehicle. Furthermore, Purchaser understands that if financing is necessary in order for the purchaser to complete the payment terms of this contract all the financing arrangements are the sole responsibility of the Purchaser.

Purchaser's Signature

### SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" The Purchaser of the vehicle(s) described in this contract has executed the contract in reliance upon the Seller's representation that Seller can provide financing arrangements for the purchase of the vehicle(s). The primary terms of the financing are as follows: Interest rate between \_\_\_\_\_% and \_\_\_\_\_% per annum, term between \_\_\_\_\_ months and \_\_\_\_\_ months. Monthly payments between \$\_\_\_\_\_ per month and \$\_\_\_\_\_ per month based on a down payment of \$\_\_\_\_\_. If seller is not able to arrange financing within the terms disclosed, then seller must, within seven (7) calendar days of the date of sale, mail notice to the Purchaser that he/she has not been able to arrange financing. Purchaser then has fourteen (14) days from the date of sale to elect, if purchaser chooses, to rescind the contract of sale, pursuant to section 41-3-401. In order to rescind the contract of sale, the Purchaser shall: (1) Return to seller the vehicle purchased. (2) Pay the Seller an amount equal to the current standard mileage rate for the cost of operating a Motor Vehicle established by the Federal Internal Revenue Service for each mile the vehicle has been driven; AND (3) Compensate Seller for any physical damage to the vehicle. In return, Seller shall give back to the purchaser all payments or other consideration paid by the Purchaser, including any down payment and any motor vehicle traded in. If the trade-in has been sold or otherwise disposed of before the purchaser rescinds the transaction, then the Seller shall return to the Purchaser a sum equivalent to the allowance toward the purchase price given by the Seller for the trade-in as noted in this contract. If Purchaser does not elect to rescind the contract of sale as provided in subsection (2)(b) of this form: (a) Purchaser is responsible for adherence to the terms and conditions of the contract or risks being found in default of the terms and conditions; (b) the terms and conditions of the disclosures set forth in section (1) of this form are not binding on the seller; and (c) if financing is necessary for the Purchaser to complete the payment terms of the contract of sale, the Purchaser is solely responsible for making all the financing arrangements. Signing this disclosure does not prohibit the purchaser from seeking his/her own financing. The dealership may or may not receive income for arranging financing.

Purchaser's Signature

Seller's Signature

### CONDITIONS AND WARRANTIES

It is further understood and mutually agreed: The agreement on the previous page(s) is subject to the following terms, conditions, and warranties made by Purchaser, which have been mutually agreed upon:

1. Purchaser agrees to deliver the original bill of sale and the title to any used vehicle traded herein along with the delivery of such vehicle in the same condition and containing the same equipment as when appraised reasonable wear and tear expected, and Purchaser warrants such used vehicle to be his/her property free and clear of all liens and encumbrances except as otherwise noted in this agreement.
2. If the Purchaser does not pay the "UNPAID CASH BALANCE DUE ON DELIVERY" by the date indicated on this agreement, then the Seller may set off against its damages any cash deposit or down payment received from the Purchaser. In the event a used vehicle has been taken in trade, Purchaser authorizes Seller to sell the used vehicle, and Seller shall be entitled to reimburse itself out of the proceeds of such sale for its expenses and losses incurred or suffered as the result of Purchaser's failure to complete the purchase.
3. Seller shall not be liable for delays or damages caused by the manufacturer, accidents, sureties, fires, or other causes beyond the control of the Seller.
4. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF THE NEW VEHICLE(S) AND/OR REFRIGERATION UNIT(S) FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE(S)/REFRIGERATION UNIT(S) WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH IS AVAILABLE TO PURCHASER UPON REQUEST. SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY WILL BE THE ONLY REMEDIES AVAILABLE TO ANY PERSON WITH RESPECT TO SUCH NEW VEHICLE(S)/REFRIGERATION UNIT(S).
5. In case the vehicle(s) and/or refrigeration unit(s) sold to the Purchaser is/are used vehicle(s)/refrigeration unit(s), no warranty or representation is made by Seller as to the extent such vehicle(s)/refrigeration unit(s) has/have been used, regardless of mileage/hours shown on the odometer/hourmeter of said used vehicle(s)/refrigeration unit(s).
6. In the event it becomes necessary for Seller to enforce any of the terms, conditions, or warranties in this agreement, Purchaser agrees to pay reasonable attorney's fees, court costs, and collection fees.
7. Purchaser may not transfer or assign his/her interest in this agreement, unless Seller consents in writing.
8. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS INCLUDING PROPERTY IS NOT INCLUDED IN THIS AGREEMENT.
9. Purchaser represents that he/she is 18 years of age or older.
10. Purchaser grants to Seller a security interest in the purchased vehicle(s) and to any proceeds derived from the sale of the purchased vehicle(s) to secure full payment of the purchase price. This security interest also covers all equipment, refrigeration unit(s), accessories and parts that Purchaser adds to the vehicle. Purchaser also grants Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle(s). Purchaser also grants the Seller a security interest in the vehicle(s) purchased by the Purchaser as described above, for the purpose of securing Seller against losses proximately caused by Purchaser's breach of any terms or conditions set forth in this contract.
11. In the case of any vehicle(s) traded in as part of the consideration toward a purchase, Purchaser represents and warrants:
  - (a) That unless otherwise disclosed to Seller in writing and attached hereto, pollution control equipment, ABS system and all other safety related equipment installed by the manufacturer has not been removed or rendered inoperative.
  - (b) That the year of manufacture and the balance owed on the traded-in vehicle(s) are as stated in this agreement.
  - (c) That, unless otherwise disclosed in this agreement or attached hereto in writing, the hubometer reading (if vehicle is equipped) and hourmeter reading accurately states the miles and hours the traded-in vehicle(s) have been operated.
  - (d) That Purchaser has and will provide to Seller good title to the traded-in vehicle(s), and that transfer of the traded-in vehicle(s) to Seller as a trade-in on purchase of another vehicle is rightful; AND
  - (e) That the traded-in vehicle(s) has never had its title or registration branded as "SALVAGED", "RESTORED", "REPAIRED", or similar term, pursuant to Utah Code Ann. 41-1a-1004 and 41-1a-1005 or statute(s) of another state substantially similar in content. If Purchaser breaches this representation and warranty then Purchaser agrees to be liable for and pay the Seller the difference between the trade-in allowance as stated in this agreement and the reduced value attributable to misrepresentation regarding the title or registration.
  - (f) That the vehicle(s) was not knowingly initially delivered for disposition or sale in a country other than the United States of America.
12. Any written notice required to be given Purchaser if mailed by ordinary mail, postage prepaid, to Purchaser's mailing address as stated in this agreement or e-mail address as stated in this agreement shall be deemed reasonable and effective notification.
13. The rate of interest as set forth in the Financing Disclosure section (B) may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, including disclosures regarding variable rates of interest.
14. All information we request may be used to verify your identity in accordance with the U.S. Patriot Act.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN TOOELE COUNTY AND SETTLEMENT CANYON IRRIGATION COMPANY  
REGARDING THE PROPOSED SETTLEMENT CANYON TRAIL**

Memorandum of Understanding dated this 19th day of September, 2023, between Tooele County, a political subdivision of the State of Utah ("County") and Settlement Canyon Irrigation Company, a domestic non-profit corporation ("Company").

WHEREAS, County desires, at its sole expense, to have constructed and then maintain a 4.33 mile, single-track class 3 trail to be known as the Settlement Canyon Trail ("the Trail"); and

WHEREAS, the north trailhead of the Trail will be located at the Wigwam Park Preserve and the south trailhead will be located at the Legion Park Campground; and

WHEREAS, a portion of the Trail will be located on real property belonging to Company, approximately as depicted in attached Exhibit A; and

WHEREAS, County will oversee the construction of a bridge to cross a ravine located on property belonging to Company; and

WHEREAS, County will seek an easement for the Trail and bridge from Company after the Trail and bridge have been constructed and surveyed; and

WHEREAS, Company is willing to allow County to have the Trail and bridge constructed and then surveyed; and

WHEREAS, Company intends to then grant an easement to County for the placement, use and maintenance of the Trail and bridge;

**THE PARTIES THEREFORE MUTUALLY AGREE AS FOLLOWS:**

1. County may have the Trail and bridge constructed along the route approximately depicted in attached Exhibit A.
2. Upon completion of construction (which is scheduled to occur before December 31, 2023), County will have the Trail and bridge surveyed.
3. Using the survey, County will prepare a written easement by which Company will grant an easement for the placement, use and maintenance of the Trail and bridge. Company may include in the easement provisions it deems necessary to protect Company's property, limit Company's liability, and so forth.

4. County will record the easement after approval by Company.

---

TOOELE COUNTY:

Jared Hamner  
Chair, Tooele County Council

SETTLEMENT CANYON IRRIGATION  
COMPANY:

---

Michael McCoy  
President

APPROVED AS TO FORM:

---

Nathan Harris  
Deputy County Attorney

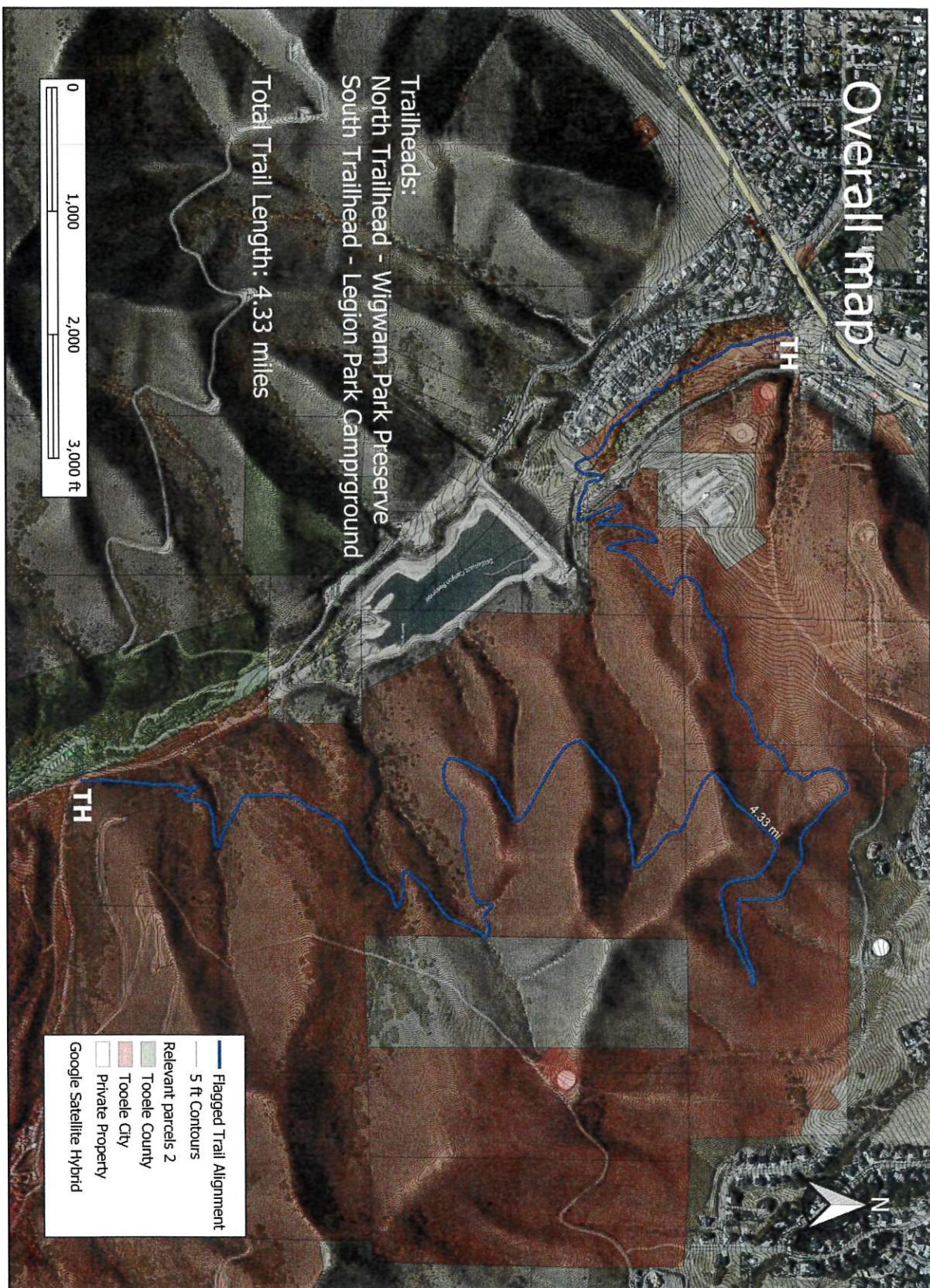
ATTEST:

---

Tracy Shaw  
County Clerk

## EXHIBIT A

---



ISSUE: 4-30-2023  
 DRAWN BY: JT

**SETTLEMENT CANYON  
 TRAIL DESIGN**

**SINGLERACK**  
 TRAILS  
 2591 Legacy Way  
 Grand Junction, CO 81503  
 Tel: 970.364.3842

D-1

SHEET NUMBER

OVERALL MAP



**Tooele County Planning  
Commission  
Agenda Item Summary**

<b>Department Making Request:</b>  Community Development	<b>Meeting Date:</b>  <b>September 19, 2023</b>
<b>Item Title:</b>  Proposed Contract for Burmester Road Improvement F-R299- UDOT/ Jones & DeMille	
<b>Summary:</b>  Proposed contract for preconstruction engineering services from Jones & DeMille Engineering, Inc. for the Burmester Road Improvement project.	

**TOOELE COUNTY  
LEGAL DEFENDER AGREEMENT  
JUVENILE COURT – PARENTAL DEFENSE**

**THIS AGREEMENT** is entered into this 1st day of October 2023, by and between **TOOELE COUNTY**, a political subdivision of the State of Utah, 47 South Main, Tooele, Utah 84074 (hereinafter referred to as “County”), and **MICHELLE ROBISON** of **MBR LAW OFFICE, PLLC**, 2156 East 6525 South, Salt Lake City, Utah 84121 (hereinafter referred to as “Legal Defender”).

**WHEREAS**, County recognizes its obligation as a political subdivision of the State of Utah to provide legal counsel for certain indigent persons who are subject to the jurisdiction of the various courts located in Tooele County; and

**WHEREAS**, it is in the public interest to memorialize an agreement between County and Legal Defender to provide legal counsel to certain indigent persons;

**NOW, THEREFORE**, County and Legal Defender hereby agree as follows:

1. **IDENTITY OF LEGAL DEFENDER**. Legal Defender is an attorney at law, duly licensed by the Utah State Bar to practice before the state and federal courts of the State of Utah. Legal Defender hereby accepts the legal defender position as an independent contractor and not as an employee of County. Legal Defender may not associate herself with other attorneys for the purpose of providing services under this agreement.

2. **DUTIES**. In parental defense cases, Legal Defender agrees to represent one-third (1/3) of all persons who are found to be indigent by any magistrate of the juvenile court having jurisdiction in Tooele County and who are entitled to appointed legal counsel by County pursuant to the constitution and laws of Utah and the Constitution of the United States and as required by Title 77, Chapter 32, Part 3 of Utah Code Annotated 1953, as amended. Legal Defender agrees to provide competent legal services in accordance with law and the Code of Professional Ethics. The

remaining two-thirds (2/3) of the legal defender cases will be handled by other attorneys/firms. The Court will apportion cases as equally as possible among all the contracting legal defenders. Appeals from legal defender cases shall be handled by separate contract.

3. DISCOVERY. Discovery on all legal defender cases will be provided electronically, via email, at no charge. Legal Defender shall have an email account in place that will allow for delivery of large files that are common when dealing with discovery.

4. COMPENSATION. In consideration of such representation, County shall pay Legal Defender the monthly sum of four thousand four hundred three dollars and zero cents (\$4,403.00).

5. CONFLICTS OF INTEREST. The parties hereto recognize that occasions may arise when a legal defender may be disqualified from representing a particular person because of a conflict of interest perceived by the person, legal defender, or the court. In such instances where it has been determined that Legal Defender has a legal conflict of interest, the other legal defender attorneys/firms under contract shall undertake the representation of such person. For delinquency cases, Legal Defender agrees to represent one-third (1/3) of all persons who are found to be indigent by any magistrate of the juvenile court if the primary delinquency legal defender is unable to represent the person. In instances where all legal defenders under contract with County have been determined by the court to have a conflict of interest with such persons, County shall employ other counsel at such rates and terms as it shall negotiate with counsel.

6. VACANCIES. The parties hereto recognize that vacancies may arise with respect to other Tooele County legal defender contracts. Upon request, Legal Defender agrees to serve as counsel when there is a vacancy on a Tooele County Legal Defender Contract. Legal Defender

shall serve as counsel until such time as the vacant contract is filled and shall be compensated for said additional work in an amount equal to what would have been paid for the legal defender contract which has been vacated.

7. COSTS. County agrees to pay all indigent transcript costs and any other court costs required by law for any person represented under this agreement.

8. RECOUPMENT OF FEES. Should any court order a person to pay for some or all of the attorney's fees of Legal Defender acting under this agreement, Legal Defender shall immediately pay such fees to County or have the person pay County directly. Legal Defender agrees that County shall bear the responsibility for collecting such fees.

9. COOPERATION WITH IDC REPORTING. Legal Defender shall cooperate with County by providing the necessary data and reports as required by the grant from the Indigent Defense Commission ("IDC") to Tooele County. In addition, Legal Defender shall cooperate and participate with the IDC and County's Managing Legal Defender in reporting required information in a timely manner and with any investigations, audits, and/or reviews of indigent defense services. If Legal Defender fails to comply with this provision, County may elect to withhold payment until the failure to cooperate or participate is cured, or it may terminate this agreement.

10. FILES. Upon termination of this agreement, Legal Defender agrees to turn over all active files to his successor.

11. EFFECTIVE DATE – TERM. This agreement shall take effect upon October 1, 2023 and shall continue until terminated in writing by any party hereto upon thirty (30) days written notice. Amendments to this agreement shall be made only with the same formality as provided by this agreement.

12. **NON-ASSIGNABILITY.** This agreement is in the nature of a contract for personal services and is not assignable by any party without the prior written consent of the other parties hereto.

13. **NON-DISCRIMINATION.** Legal Defender shall not discriminate against any person they represent pursuant to this agreement on the basis of race, creed, sex, religion, national origin, or age.

14. **TERMINATION OF PREVIOUS CONTRACTS.** All previous legal defender contracts between the parties are terminated as of the effective date of this agreement.

**LEGAL DEFENDER**

---

MICHELLE ROBISON  
MBR Law Office, PLLC

**TOOELE COUNTY**

---

JAMES A. WELCH, County Manager

**APPROVED AS TO FORM:**

---

SCOTT BROADHEAD, County Attorney

**TOOELE COUNTY  
LEGAL DEFENDER AGREEMENT  
JUVENILE COURT – PARENTAL DEFENSE**

**THIS AGREEMENT** is entered into this 1st day of October 2023, by and between **TOOELE COUNTY**, a political subdivision of the State of Utah, 47 South Main, Tooele, Utah 84074 (hereinafter referred to as “County”), and **CALDWELL LAW GROUP, PLLC**, 40 South Main Street, Tooele, Utah 84074, (hereinafter referred to as “Legal Defender”).

**WHEREAS**, County recognizes its obligation as a political subdivision of the State of Utah to provide legal counsel for certain indigent persons who are subject to the jurisdiction of the various courts located in Tooele County; and

**WHEREAS**, it is in the public interest to memorialize an agreement between County and Legal Defender to provide legal counsel to certain indigent persons;

**NOW, THEREFORE**, County and Legal Defender hereby agree as follows:

1. **IDENTITY OF LEGAL DEFENDER**. Legal Defender is a law firm that employs and/or contracts with attorneys at law, duly licensed by the Utah State Bar to practice before the state courts of the State of Utah. Legal Defender hereby accepts the legal defender position as an independent contractor and not as an employee of County. Legal Defender may associate with other attorneys for the purpose of providing services under this agreement.

2. **DUTIES**. In parental defense cases, Legal Defender agrees to represent one-sixth (1/6) of all persons who are found to be indigent by any magistrate of the juvenile court having jurisdiction in Tooele County and who are entitled to appointed legal counsel by County pursuant to the constitution and laws of Utah and the Constitution of the United States and as required by Title 77, Chapter 32, Part 3 of Utah Code Annotated 1953, as amended. Legal Defender agrees to provide competent legal services in accordance with law and the Code of Professional Ethics. The

remaining five-sixths (5/6) of the legal defender cases will be handled by other attorneys/firms. The Court will apportion cases as equally as possible among all the contracting legal defenders. Appeals from legal defender cases shall be handled by separate contract.

3. **DISCOVERY.** Discovery on all legal defender cases will be provided electronically, via email, at no charge. Legal Defender shall have an email account in place that will allow for delivery of large files that are common when dealing with discovery.

4. **COMPENSATION.** In consideration of such representation, County shall pay Legal Defender the monthly sum of two thousand two hundred one dollars and fifty cents (\$2,201.50).

5. **CONFLICTS OF INTEREST.** The parties hereto recognize that occasions may arise when a legal defender may be disqualified from representing a particular person because of a conflict of interest perceived by the person, legal defender, or the court. In such instances where it has been determined that Legal Defender has a legal conflict of interest, the other legal defender attorneys/firms under contract shall undertake the representation of such person. In instances where all legal defenders under contract with County have been determined by the court to have a conflict of interest with such persons, County shall employ other counsel at such rates and terms as it shall negotiate with counsel.

6. **VACANCIES.** The parties hereto recognize that vacancies may arise with respect to other Tooele County legal defender contracts. Upon request, Legal Defender agrees to serve as counsel when there is a vacancy on a Tooele County Legal Defender Contract. Legal Defender shall serve as counsel until such time as the vacant contract is filled and shall be compensated for

said additional work in an amount equal to what would have been paid for the legal defender contract which has been vacated.

7. COSTS. County agrees to pay all indigent transcript costs and any other court costs required by law for any person represented under this agreement.

8. RECOUPMENT OF FEES. Should any court order a person to pay for some or all of the attorney's fees of Legal Defender acting under this agreement, Legal Defender shall immediately pay such fees to County or have the person pay County directly. Legal Defender agrees that County shall bear the responsibility for collecting such fees.

9. COOPERATION WITH IDC REPORTING. Legal Defender shall cooperate with County by providing the necessary data and reports as required by the grant from the Indigent Defense Commission ("IDC") to Tooele County. In addition, Legal Defender shall cooperate and participate with the IDC and County's Managing Legal Defender in reporting required information in a timely manner and with any investigations, audits, and/or reviews of indigent defense services. If Legal Defender fails to comply with this provision, County may elect to withhold payment until the failure to cooperate or participate is cured, or it may terminate this agreement.

10. FILES. Upon termination of this agreement, Legal Defender agrees to turn over all active files to her successor.

11. EFFECTIVE DATE – TERM. This agreement shall take effect upon October 1, 2023 and shall continue until terminated in writing by any party hereto upon thirty (30) days written notice. Amendments to this agreement shall be made only with the same formality as provided by this agreement.

12. **NON-ASSIGNABILITY.** This agreement is in the nature of a contract for personal services and is not assignable by any party without the prior written consent of the other parties hereto.

13. **NON-DISCRIMINATION.** Legal Defender shall not discriminate against any person they represent pursuant to this agreement on the basis of race, creed, sex, religion, national origin, or age.

14. **TERMINATION OF PREVIOUS CONTRACTS.** All previous legal defender contracts between the parties are terminated as of the effective date of this agreement.

**LEGAL DEFENDER**

---

CALDWELL LAW GROUP, PLLC  
BY: MANAGING PARTNER, CORY CALDWELL

**TOOELE COUNTY**

---

JAMES A. WELCH, County Manager

**APPROVED AS TO FORM:**

---

SCOTT BROADHEAD, County Attorney

### Scoresheet Summary - Playground

	Minimum Mandatory Requirements	G	GW	LD	P	S
1	Submitted a Playground Design	Pass	Pass	Pass	Pass	Pass
2	Ability to Construct Playground	Pass	Pass	Pass	Pass	Pass
3	Examples of other Playgrounds	Pass	Pass	Pass	Pass	Pass

Weight	Technical Scores	G	GW	LD	P	S
	<b>Criteria #1 - Qualifications of Offeror</b>					
	Evaluator 1	30.0	50.0	40.0	30.0	40.0
	Evaluator 2	50.0	50.0	50.0	50.0	50.0
	Evaluator 3	40.0	40.0	50.0	30.0	50.0
	Evaluator 4					
	Evaluator 5					
	Total Average Score	40.0	46.7	46.7	36.7	46.7
	<b>Criteria #1 - Total Points (Total Possible Points = XX)</b>	120.0	140.0	140.0	110.0	140.0
	<b>Criteria #2 - Schedule</b>					
	Evaluator 1	45.0	60.0	75.0	45.0	60.0
	Evaluator 2	45.0	45.0	60.0	45.0	45.0
	Evaluator 3	60.0	45.0	30.0	75.0	30.0
	Evaluator 4					
	Evaluator 5					
	Total Average Score	50.0	50.0	55.0	55.0	45.0
	<b>Criteria #2 - Total Points (Total Possible Points = XX)</b>	150.0	150.0	165.0	165.0	135.0
	<b>Criteria #3 - Quality + Uniqueness</b>					
	Evaluator 1	105.0	140.0	105.0	105.0	140.0
	Evaluator 2	175.0	175.0	175.0	140.0	105.0
	Evaluator 3	140.0	175.0	105.0	70.0	105.0
	Evaluator 4					
	Evaluator 5					

	Total Average Score	140.0	163.3	128.3	105.0	116.7	
	<b>Criteria #3 - Total Points Points = XX</b>	<b>(Total Possible</b>	420.0	490.0	385.0	315.0	350.0
	<b>Criteria #4</b>						
	Evaluator 1						
	Evaluator 2						
	Evaluator 3						
	Evaluator 4						
	Evaluator 5						
	Total Average Score	0.0	0.0	0.0	0.0	0.0	
	<b>Criteria #4 - Total Points Possible Points = XX</b>	<b>(Total</b>	0.0	0.0	0.0	0.0	0.0
	<b>Criteria #5</b>						
	Evaluator 1						
	Evaluator 2						
	Evaluator 3						
	Evaluator 4						
	Evaluator 5						
	Total Average Score	0.0	0.0	0.0	0.0	0.0	
	<b>Criteria #5 - Total Points Points = XX</b>	<b>(Total Possible</b>	0.0	0.0	0.0	0.0	0.0
	<b>Criteria #6</b>						
	Evaluator 1						
	Evaluator 2						
	Evaluator 3						
	Evaluator 4						
	Evaluator 5						
	Total Average Score	0.0	0.0	0.0	0.0	0.0	
	<b>Criteria #6 - Total Points XX)</b>	<b>(Total Possible</b>	0.0	0.0	0.0	0.0	0.0
	<b>Criteria #7</b>						
	Evaluator 1						
	Evaluator 2						
	Evaluator 3						
	Evaluator 4						

	Evaluator 5					
	Total Average Score	0.0	0.0	0.0	0.0	0.0
	<b>Criteria #7 - Total Points (Total Possible Points = XX)</b>	0.0	0.0	0.0	0.0	0.0
	<b>Total Technical Points (Total Possible Points = XX) Minimum Threshold = XX</b>	690.0	780.0	690.0	590.0	625.0
	<b>Cost Scores</b>	<b>G</b>	<b>GW</b>	<b>LD</b>	<b>P</b>	<b>S</b>
<b>Total Cost Points</b>	Cost	\$899,921.87	\$818,564.15	\$858,485.29	\$899,597.76	\$850,000.00
300.0	<b>Cost Points</b>	272.9	300.0	286.0	273.0	288.9
	<b>Score Summary</b>	<b>G</b>	<b>GW</b>	<b>LD</b>	<b>P</b>	<b>S</b>
	<b>Total Technical Points (Total Possible = XX)</b>	690.0	780.0	690.0	590.0	625.0
	<b>Total Cost Points (Total Possible = XX)</b>	272.9	300.0	286.0	273.0	288.9
	<b>Grand Total Points (Total Possible = XX)</b>	962.9	1080.0	976.0	863.0	913.9

**DESTINATION PLAYGROUND AT DESERET PEAK COMPLEX**  
**GREAT WESTERN INSTALLATIONS, INC.**

**AGREEMENT** dated this 19th day of September, 2023, by and between Tooele County, a political subdivision of the State of Utah ("Owner"), and Great Western Installations, Inc. ("Contractor").

The parties hereby mutually agree as follows:

1. Contractor shall: (a) furnish and install all playground components, materials and labor identified in Contractor's bid documents (plan views, pricing, renderings and technical submission); (b) furnish and deliver all playground components, equipment and materials not specifically identified as to be furnished by Owner; and (c) do and perform all other tasks required by Contractor's bid documents.
2. Contractor shall obtain all necessary permits and licenses at Contractor's expense.
3. As payment in full, County agrees to pay to Contractor no more than \$1,136,049.50 (\$818,564.15 for playground components and materials, and \$317,485.35 for surfacing option #2) after completion and upon acceptance by County. The parties understand that Owner's current budget for this project is \$900,000, and that unless additional funds are made available, Owner must and will select certain playground components and/or materials to delete from the playground proposed by Contractor. Such deletions will be at Owner's discretion, after consultation with Contractor, and shall not be subject to financial liability or penalty of any kind.
4. Contractor covenants and agrees that all playground components, materials and labor shall be manufactured, provided and installed in the best and most workmanlike manner and in strict conformity with Contractor's bid documents. Contractor's bid documents are hereby made a part of this Agreement as though they had been set forth herein.
5. The playground components, materials, and installation shall carry and be subject to the warranties set forth in Contractor's technical submission.
6. Contractor shall order the manufacture of the playground components upon execution of the Agreement.
7. Contractor must complete all work on or before February 28, 2024. Time is of the essence. Delay caused by Contractor's lack of timely completion may result in significant cost to County. Therefore, as liquidated damages, County may deduct from the contract price up to \$400 per day for each day Contractor exceeds the work completion deadline.
8. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

9. Commencing immediately and continuing until completion, Contractor shall communicate with County Director of Parks & Recreation Corey Bullock at least once each week to discuss percentage of completion, expected completion date, impediments to timely completion, etc.

10. Contractor and County shall complete a final punch list, and Contractor shall complete all items on the punch list within 14 days.

11. Contractor shall indemnify and hold harmless County and its officers and employees from and against all claims arising out of or related to Contractor's obligations pursuant to this Agreement.

12. Except as provided in paragraph 3, additional work and deviations from the project plans and specifications shall require written change orders which must be approved in advance by both parties.

13. Except as provided in paragraph 3, this Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.

14. This Agreement, including Contractor's bid documents, constitutes the entire agreement between the parties. All other agreements, promises and representations with respect to the subjects of this Agreement, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document.

15. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

16. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives. However, neither party may assign its rights or obligations under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

17. In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including a reasonable attorney's fee, which may be incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.

18. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

19. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

20. Contractor is not currently engaged in a boycott of the State of Israel and will not engage in a boycott of the State of Israel for the duration of this Agreement. Contractor is not currently engaged in a boycott action targeting a company that: (a) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (b) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (c) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (d) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. Contractor shall notify County in writing if Contractor begins to engage in such a boycott and acknowledges that such notice may be grounds for termination of this Agreement.

TOOELE COUNTY:

---

James A. Welch  
Tooele County Manager

GREAT WESTERN INSTALLATIONS, INC.:

---

Lewis L. Painter  
Vice-President

APPROVED AS TO FORM:

---

Nathan Harris  
Deputy County Attorney

**GJ24-7 - Admin Building Stucco**

AAJ

WV

	Minimum Mandatory Requirements	Offeror A	Offeror B
1	Completion of RFP Response Requirements		
	Evaluator 1	Pass	Pass
	Evaluator 2	Pass	Pass
	Evaluator 3	Pass	Pass

Weight	Technical Scores	Offeror A	Offeror B
	<b>Criteria #1 Experience</b>		
	Evaluator 1	10.0	25.0
	Evaluator 2	18.0	21.0
	Evaluator 3	12.5	25.0
	Total Average Score	13.5	23.7
	<b>Criteria #1 - Total Points (Total Possible Points = XX)</b>	40.5	71.0
	<b>Criteria #2 Quality &amp; Aesthetics</b>		
	Evaluator 1	20.0	20.0
	Evaluator 2	17.0	17.0
	Evaluator 3	25.0	25.0
	Total Average Score	20.7	20.7
	<b>Criteria #2 - Total Points (Total Possible Points = XX)</b>	62.0	62.0
	<b>Criteria #3 Scheduling &amp; Completion Date</b>		
	Evaluator 1	20.0	20.0
	Evaluator 2	20.0	20.0
	Evaluator 3	25.0	25.0
	Total Average Score	21.7	21.7
	<b>Criteria #3 - Total Points (Total Possible Points = XX)</b>	65.0	65.0
	<b>Total Technical Points (Total Possible Points = XX)</b> <b>Minimum Threshold = XX</b>	167.5	198.0
	<b>Cost Scores</b>	Offeror A	Offeror B
<b>Total Cost Points</b>	Cost	\$165,859.00	\$198,250.00
25.0	<b>Cost Points</b>	25.0	20.9
	<b>Score Summary</b>	Offeror A	Offeror B
	<b>Total Technical Points (Total Possible = XX)</b>	167.5	198.0
	<b>Total Cost Points (Total Possible = XX)</b>	25.0	20.9
	<b>Grand Total Points (Total Possible = XX)</b>	192.5	218.9

**REPAIR AND REFINISH OF PLASTER  
AT COUNTY ADMINISTRATION BUILDING  
WESTERN VALLEY CONCRETE & STUCCO, INC**

**AGREEMENT** dated this 12th day of September, 2023, by and between Tooele County, a political subdivision of the State of Utah ("Owner"), and Western Valley Concrete & Stucco, Inc ("Contractor").

The parties hereby mutually agree as follows:

1. Contractor shall: (a) furnish all labor and equipment; (b) complete surface preparation, which may involve cleaning, removal of loose plaster and repair of damaged areas (c) refinish the concrete plaster (stucco) all exterior walls, excluding the brick portions, of the administration building; (d) apply a durable and weather-resistant concrete plaster (stucco) finish; (e) adhere to local building codes and regulations, including any necessary permits; and (f) do and perform all other tasks required by the project plans and specifications and other documents included in the Request for Proposal and Contractor's submission. *MT*
2. Contractor shall apply and pay for and obtain all necessary permits. *MT*
3. Except as provided in Paragraph 2 and as payment in full, Owner agrees to pay to Contractor the amount of \$198,250 upon completion and acceptance by Owner. *MT*
4. Contractor covenants and agrees that all work and labor shall be done and performed in the best and most workmanlike manner and in conformity with project plans and specifications, the Request for Proposal, the Western Valley Tooele County Bid, and any other of Contractor's submissions, all of which are hereby made a part of this Agreement. *MT*
5. Contractor shall complete the work no later than October 27, 2023. *MT*
6. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control. *MT*
7. Commencing immediately and continuing until completion, Contractor shall communicate with County Facilities Director Jason Sparks at least once every two weeks to discuss expected materials delivery date(s), percentage of completion, expected completion date, *MT* impediments to timely completion, etc.
8. Prior to acceptance by Owner, Contractor and Owner shall complete a final punch list, and Contractor shall complete all items on the punch list within 14 days. *MS*

9. Contractor shall indemnify and hold harmless Owner and its officers and employees from and against all claims arising out of or related to Contractor's obligations pursuant to this Agreement. *MT*

10. Additional work and deviations from the project plans and specifications shall require written change orders which must be approved in advance by both parties. *MT*

11. This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties. *MT*

12. This Agreement and the documents specified in paragraph 4 above constitute the entire agreement between the parties. All other agreements, promises and representations with respect to the subjects of this Agreement, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document. *MT*

13. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal. *MT*

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives. However, neither party may assign its rights or obligations under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld. *MT*

15. In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including a reasonable attorney's fee, which may be incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default. *MT*

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. *MT*

17. This Agreement shall be interpreted and enforced according to the laws of the State of Utah. *MT*

18. Contractor is not currently engaged in a boycott of the State of Israel and will not engage in a boycott of the State of Israel for the duration of this Agreement. Contractor is not currently engaged in a boycott action targeting a company that: (a) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (b) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (c) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (d) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. Contractor shall notify County in writing if Contractor begins to engage in such a boycott and acknowledges that such notice may be grounds for termination of this Agreement.

*Mat*

TOOELE COUNTY:

---

James A. Welch  
Tooele County Manager

WESTERN VALLEY CONCRETE & STUCCO, INC:

*Matthew J. Harris*  
Matthew Harris  
Project Manager

*9-13-23*

APPROVED AS TO FORM:

*Nathan Harris*  
Nathan Harris  
Deputy County Attorney

## **PROPOSED SALE OF PARCELS ON SOUTHEAST CORNER OF MAIN STREET AND VINE STREET**

Before the county can sell surplus real property valued at \$100,000 or more, it must disclose the following information in at least one Council meeting and publish the following information in the local newspaper:

- (i) a description of the parcels;
- (ii) the location of the parcels;
- (iii) the name of the proposed purchaser; and
- (iv) the proposed purchase price.

Then the council must wait at least 14 days before conducting a public hearing regarding the proposed sale. After the disclosures and public hearing, the county can sell the property.

## **NOTICE OF PROPOSED SALE OF SURPLUS REAL PROPERTY AND NOTICE OF PUBLIC HEARING**

**Tooele County proposes to sell several parcels of real property that have previously been designated as surplus by the Tooele County Council. The parcels are located on the southeast corner of Main Street and Vine Street in Tooele City. The parcel numbers are 02-027-0-0009, 02-027-0-0010, 02-027-0-0011, 02-027-0-0013, 02-027-0-0015, 02-027-0-0016, 02-026-0-0017, 02-027-0-0018 and 02-026-0-0019. The proposed purchaser is GSB Investments LLC of Draper, Utah. The proposed purchase price is \$1,500,000.**

**A public hearing will be held to discuss the proposed sale at 7:00 p.m. on Tuesday, October 10, 2023, in the County Council Chambers at 47 South Main Street, Tooele, Utah.**