PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, June 2, 2021, at the hour of 7:00 p.m. The meeting will be held at the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah.

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

If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecity.org anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.

1. **Pledge of Allegiance**

2. **Roll Call**

3. **Public Comment Period**

4. **Resolution 2021- 53** A Resolution Of The Tooele City Council Authorizing the Tooele City Purchasing Agent To Dispose Of Surplus Personal Property (Police Department)
   Presented By Michelle Pitt, City Recorder

5. **Resolution 2021-60** A Resolution Of The Tooele City Council Authorizing the Tooele City Purchasing Agent To Dispose Of Surplus Personal Property (Kenworth)
   Presented By Michelle Pitt, City Recorder

6. **Resolution 2021-56** A Resolution of the Tooele City Council Approving & Ratifying a Release & Settlement Agreement with Zenith Tooele, LLC, Regarding Water Rights Credit Conveyance
   Presented by Roger Baker, Tooele City Attorney

7. **Resolution 2021-63** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for Occupancy Bond Agreement Administrative Fees
   Presented by Roger Baker, Tooele City Attorney

8. **Resolution 2021-57** A Resolution of the Tooele City Council Approving a Contract with T.B. Construction for the 2021 Sidewalk Replacement Project
   Presented by Paul Hansen, Tooele City Engineer

9. **Resolution 2021-58** A Resolution of the Tooele City Council Approving a Contract with Beck Construction & Excavation, Inc., for the Smelter Road Sidewalk Improvement Project
   Presented by Paul Hansen, Tooele City Engineer

10. **Resolution 2021-59** A Resolution of the Tooele City Council Approving & Ratifying a Contract with American Pavement Preservation for the 2021 Roadway Slurry Seal Project- Part 2
    Presented by Paul Hansen, Tooele City Engineer

11. **Subdivision Plat Amendment** Request for the Gateway Business Park Phase 1, 2nd Amendment, by Randy Hunt to Amend Lot 2 of the Existing Gateway Business Park Phase 1 Subdivision Located at Approximately 2400 North 470 East in the IS Industrial Service Zoning District on Approximately 2.1 acres.
    Presented by Jim Bolser, Community Development Director

12. **Minutes**

    - May 19, 2021 Work & Business Meeting

13. **Invoices**

14. **Adjourn**

_____
Michelle Y. Pitt, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2113 or michellep@tooelecity.org, Prior to the Meeting.

TOOELE CITY CORPORATION

RESOLUTION 2021-53

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE TOOELE CITY PURCHASING AGENT TO DISPOSE OF SURPLUS PERSONAL PROPERTY (POLICE DEPARTMENT)

WHEREAS, Section III.1.g. of the Tooele City Purchasing Policy, Guidelines, and Procedure ("Policy")[1] provides that "When goods are deemed surplus, outdated, or no longer needed by a department, and are valued at $100 or more, the Purchasing Agent will recommend the transfer or disposal of the goods. If the Purchasing Agent is recommending disposal, he/she will present a list of all goods valued at $100 or more to the City Council for approval of disposal"; and,

WHEREAS, Policy Section V.1.a.(13) defines "goods" to mean "supplies, materials, equipment, wares, merchandise, and similar items"; and,

WHEREAS, the Police Department is in possession of goods ("Goods") which it deems to be surplus to the needs of Tooele City, the Goods being enumerated in the attached Exhibit A, and requests the assistance of the Purchasing Agent to dispose of those Goods by resolution presented to the City Council; and,

WHEREAS, the Goods are not evidence in a criminal prosecution, disposed of under UCA Chapter 24-3, and are not lost or mislaid property in the possession of the police department, disposed of under UCA Chapter 77-24a:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby declares the Goods enumerated in the attached Exhibit A to be surplus to the needs of Tooele City, and hereby authorizes the Purchasing Agent and the City Administration to dispose of the goods by allowing Tooele City police officers to purchase the goods at the rate specified in Exhibit A.

This Resolution shall take effect upon passage.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2021.

[1] Adopted by Ordinance 2019-19 on August 7, 2019.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING:_____

MAYOR OF TOOELE CITY

(For) (Against)

_____ _____

Debra E. Winn, Mayor Debra E. Winn, Mayor

ATTEST:

_____

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: _____

Roger Evans Baker, City Attorney

Exhibit A

List of Surplus Goods

	Shotgun Surplus		
	MAKE	**MODEL**	**PRICE**
1	Mossberg	590	$200.00
2	Mossberg	590	$200.00
3	Mossberg	590	$150.00
4	Mossberg	590	$200.00
5	Mossberg	590	$200.00
6	Mossberg	590	$200.00
7	Mossberg	590	$200.00
8	Mossberg	590	$200.00
9	Mossberg	590	$200.00
10	Mossberg	590	$175.00
11	Mossberg	590	$200.00
12	Mossberg	590	$200.00
13	Mossberg	590	$200.00
14	Mossberg	590	$200.00
15	Mossberg	590	$200.00
16	Mossberg	590 short barrel	$200.00
17	Mossberg	590 short barrel	$200.00
18	Mossberg	590 short barrel	$200.00
19	Mossberg	590 short barrel	$200.00
20	Mossberg	590 short barrel	$200.00
21	Mossberg	590 short barrel	$200.00
22	Remington	870 Express	$150.00
23	Remington	870 Police Mag	$150.00
24	Remington	870 Police Mag	$175.00
25	Remington	870 Police Mag	$175.00
26	Remington	870 Police Mag	$175.00
27	Winchester	1300 Defender	$175.00

TOOELE CITY CORPORATION

RESOLUTION 2021-60

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE TOOELE CITY PURCHASING AGENT TO DISPOSE OF SURPLUS PERSONAL PROPERTY (KENWORTH).

WHEREAS, Section III.1.g. of the Tooele City Purchasing Policy, Guidelines, and Procedure ("Policy")[1] provides that "When goods are deemed surplus, outdated, or no longer needed by a department, and are valued at $100 or more, the Purchasing Agent will recommend the transfer or disposal of the goods. If the Purchasing Agent is recommending disposal, he/she will present a list of all goods valued at $100 or more to the City Council for approval of disposal"; and,

WHEREAS, Policy Section V.1.a.(13) defines "goods" to mean "supplies, materials, equipment, wares, merchandise, and similar items"; and,

WHEREAS, the Public Works Department is in possession of a 1990 Kenworth ("Goods") which it deems to be surplus to the needs of Tooele City, detailed more fully in the attached Exhibit A, and requests the assistance of the Purchasing Agent to dispose of those Goods by resolution presented to the City Council; and,

WHEREAS, the Goods are not evidence in a criminal prosecution, disposed of under UCA Chapter 24-3, and are not lost or mislaid property in the possession of the police department, disposed of under UCA Chapter 77-24a:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby declares the Goods enumerated in the attached Exhibit A to be surplus to the needs of Tooele City, and hereby authorizes the Purchasing Agent and the City Administration to dispose of the goods through live auction.

This Resolution shall take effect upon passage.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2021.

[1] Adopted by Ordinance 2019-19 on August 7, 2019.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING:_____

MAYOR OF TOOELE CITY

(For) (Against)

_____ _____

Debra E. Winn Debra E. Winn

ATTEST:

_____

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: _____

Roger Evans Baker, City Attorney

Exhibit A

List of Surplus Goods

1990 Kenworth, vehicle #10006, 668,219 miles. Would take at least $5,000 in parts just to pass inspection.

TOOELE CITY CORPORATION

RESOLUTION 2021-56

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A RELEASE AND SETTLEMENT AGREEMENT WITH ZENITH TOOELE, LLC, REGARDING WATER RIGHTS CREDIT CONVEYANCE.

WHEREAS, Zenith Tooele, LLC, purchased land in the Overlake area of Tooele City for the development of Zenith's Lexington Greens project; and,

WHEREAS, in furtherance of its development plans, Zenith acquired 300 acre-feet of water credits ("Water Credits") that were originally issued to PTA Settlement, LLC, in connection with the resolution of a dispute between Tooele City and developers. The Water Credits issued to PTA represent the right to use water rights already owned by Tooele for the development of land in the Overlake area that was the subject of the settlement; and,

WHEREAS, Zenith surrendered a portion of the Water Credits to Tooele to obtain approval of 113 single-family dwelling units, which comprised the first phase of its Lexington Greens development; and,

WHEREAS, Zenith complained about the amount of water rights required by Tooele's ordinances for approval of the dwelling units and associated landscaping in its development, claiming that Tooele's requirement (the "Exaction Standard") was too high; and,

WHEREAS, Tooele City believes that the Exaction Standard was and is appropriate but recognizes that the Exaction Standard may be affected in the future by updates to Tooele's Drinking Water System Master Plan; and,

WHEREAS, rather than wait for the adoption of future studies and ordinances relating to the Exaction Standard, and to resolve a dispute about the possible application of future Exaction Standard ordinances to the Water Credits that were tendered in connection with Zeniths' prior land use approvals, the Parties have agreed, with no admission of fault or error of any kind, to amicably settle all claims and potential claims between them, on the terms set forth in the Release and Settlement Agreement attached as Exhibit A:

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2021.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Release and Settlement Agreement

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT ("**Agreement**") is made and entered into as of the 25th day of May, 2021 ("**Effective Date**") by and between Zenith Tooele LLC, a Delaware limited liability company ("**Zenith**"), and Tooele City, a Utah charter city ("**Tooele**"), collectively herein "**Parties**."

RECITALS

A. Zenith purchased land in the Overlake area of Tooele for the development of Zenith's Lexington Greens project.

B. In furtherance of its development plans, Zenith acquired 300 acre-feet of water credits ("**Water Credits**") that were originally issued to PTA Settlement, LLC, in connection with the resolution of a dispute between Tooele and an entity named Tooele Associates. The Water Credits issued to PTA Settlement, LLC, represent the right to use water rights already owned by Tooele for the development of land in the Overlake area that was the subject of the settlement.

C. Zenith surrendered a portion of the water credits to Tooele to obtain approval of 113 single-family units, which were the first phase of its development.

D. Zenith complained about the amount of water required by Tooele's ordinances for approval of the units in its development, claiming that Tooele's requirement (the "**Exaction Standard**") was too high.

E. Tooele believes that the Exaction Standard was and is appropriate but recognizes that the Exaction Standard may be affected in the future by updates to Tooele's Drinking Water System Master Plan.

F. Rather than wait for the adoption of future studies and ordinances and to resolve a dispute about the possible application of future ordinances to the Water Credits that were tendered in connection with Zeniths' prior approvals, the Parties have agreed, with no admission of fault or error of any kind, to amicably settle all claims and potential claims between them on the terms set forth below.

TERMS

1. Incorporation of Recitals. The recitals set forth above are incorporated into this Agreement as though fully set forth at this point and shall constitute part of the consideration for this Settlement Agreement.

2. Water Credits. Zenith hereby irrevocably surrenders, and Tooele accepts, the balance of Zeniths' 300 acre-foot Water Credits which, together with the Water Credits that were previously surrendered, as a dedication of water rights or Water Credits sufficient for development of a total of 578 units at Zenith's Lexington Greens development, including the green spaces and 113 single-family units in Zenith's first phase of development Upon Zenith's surrender of all Water Credits to Tooele, Zenith shall have satisfied the water dedication requirements, found in Title 7 Chapter 26 of the Tooele City Code for an additional 465 units without any further dedication of water rights or Water Credits. These 465 units include: 79 units in Phase II single-family, 144

units on Lot 102A, 14 units on Lot 105, 8 units on Lot 106 and 18 units on Lot 107, and 202 units yet to be assigned within the existing concept boundaries of the Lexington Green Development. Zenith will deliver the original of the Replacement Water Rights Credit Certificate #2016-04Z to the Tooele City within seven days of the Effective Date of this Agreement.

3. No Transfer. Zenith represents that it has not previously transferred any of the Water Credits to any third-party and acknowledges and agrees that the 578 units that are enabled by the Water Credits must all be built in Zenith's Lexington Greens development and not in any other location. However, Zenith may assign the right to use the unassigned 202 units, identified in Section 2 to a third party, within the Lexington Greens Development by providing a notice to the City signed by Zenith and its assignee.

4. Future Approvals. Zenith acknowledges that the settlement of its Exaction Standard claims resolves only the issues involving the amount of water or Water Credits required for the approval of 578 dwelling units at Lexington Greens, and that Zenith must adhere in all other respects to Tooele's ordinances then in effect including but not limited to those governing land use application and approvals, bonding requirements, permits and inspections.

5. Pending Appeal. Zenith hereby withdraws its February 12, 2020 appeal and request for adjustment of the Exaction Standard.

6. Mutual Release. In consideration of the terms set forth in this agreement, the Parties for themselves and their officers, members, agents, heirs, successors and assigns, hereby fully and completely mutually release and discharge each other from any and all claims, demands, obligations, damages, losses, costs, expenses, and liabilities of every kind and nature, whether known or unknown, that are related to, arise from, or are in any way connected to the Exaction Standards or Tooele's application thereof including, but not limited to, claims of illegality, unconstitutionality, violation of due process, takings, improper sizing and exaction regulations, additional water right dedication for the 578 units, procedural defects, negligence, damages and/or entitlement to attorney fees. The Parties further represent that they have not previously assigned to any third party any of the claims released hereby.

7. Governing Law, Exclusive Jurisdiction and Mutual Drafting. This Agreement is governed by the laws of the State of Utah and shall be deemed to have been made in Tooele County, Utah, and the state court in that county shall have exclusive jurisdiction over any matters involving this Agreement. This Agreement will be deemed to have been drafted by both Parties, each having contributed to its creation, and no provision shall be construed against any Party on the theory that such Party was the drafter of the provision. Any ambiguity in this Settlement Agreement shall be construed in favor of finding the release of all claims relating to the Exaction Standards.

8. Authority to Sign. Each Party signing this Agreement represents and warrants that she or he is authorized to do so, and that her or his signature for any entity is duly and fully authorized. Each Party further represents that no other authority or signatory is required to fully effectuate the terms of this Agreement.

9. Successors and Assigns. This Agreement shall be binding on the Parties and their agents, heirs, successors, and assigns.

10. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same

Agreement. E-mailed signatures shall be treated as if they were originals.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and may only be modified by a subsequent writing duly executed by the Parties.

.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Zenith Tooele, LLC

_____

Charles W, Arklow
Managing Director

Tooele City

_____

Mayor Debbie Winn

Attest:

_____

Michelle Pitt, City Recorder

TOOELE CITY CORPORATION

RESOLUTION 2021-63

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE FOR OCCUPANCY BOND AGREEMENT ADMINISTRATIVE FEES.

WHEREAS, Tooele City Code §1-26-1 authorizes the City Council to establish City fees by resolution for activities regulated by the City and services provided by the City; and,

WHEREAS, Utah Code §10-3-718 authorizes the City Council to exercise administrative powers, such as establishing city fees and regulating the use of city property, by resolution; and,

WHEREAS, under the Council-Mayor form of municipal government, established and governed by the Tooele City Charter (2006) and Utah Code §10-3b-201 et seq., the Mayor exercises all executive and administrative powers; however, it has been the practice of Tooele City for all fees proposed by the Mayor and City Administration to be approved by the City Council; and,

WHEREAS, Tooele City has a codified process for the bonding of new development public improvements; and,

WHEREAS, Tooele City has a codified process for the use of bond agreements, similar to public improvement bond agreements, in instances where certificates of occupancy are urgently sought despite incomplete project public and/or private site improvements; and,

WHEREAS, Tooele City charges a $250 Administrative Fee per public improvement bond agreement to help recoup the City's cost to prepare and administer the bond and bond agreement; and,

WHEREAS, Tooele City charges a $200 Administrative Fee per occupancy bond agreement to help recoup the City's cost to prepare and administer the occupancy bond and bond agreement; and,

WHEREAS, the disparate fees for the two types of bond agreements, which are similar and often related, have caused confusion with all parties involved in the bonding process, and in incorrect payments, either $50 too much or too little, with the attendant administrative effort to refund or collect; and,

WHEREAS, the occupancy bond agreement process requires substantially the same time and effort as the public improvement bond agreement process; and,

WHEREAS, neither bond agreement administrative fee fully recoups the City's cost to prepare and administer the bond agreements; and,

WHEREAS, the City Administration recommends that the administrative fee for both types of bond agreements should be the same, and should both be $250 per bond agreement:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to set the Bond Administrative Fee for occupancy bond agreements at $250.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2021.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

TOOELE CITY CORPORATION

RESOLUTION 2021-57

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH T.B. CONSTRUCTION FOR THE 2021 SIDEWALK REPLACEMENT PROJECT.

WHEREAS, there are several areas within the City where the sidewalks have been damaged or have significantly deteriorated and are in need of replacement; and,

WHEREAS, these areas of damaged sidewalk are located throughout the City and vary in size and scope of necessary replacement; and,

WHEREAS, the City wishes to retain a construction firm to continue the work of replacing these damaged sidewalk sections; and,

WHEREAS, the City Administration has accepted unit price bids for the 2021 Sidewalk Replacement Project in accordance with the procedures of §11-39-101 et seq., Utah Code Annotated, as amended; and,

WHEREAS, T.B. Construction has submitted the lowest unit cost proposal for the 2021 Sidewalk Replacement Project. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Council has budgeted Two Hundred Thousand Dollars ($200,000.00) for the Sidewalk Replacement Project, which work will be completed in accordance with the unit prices submitted and in those areas deemed of most benefit to the City as guided by the City Administration's policies and priorities; and,

WHEREAS, the City Council has approved an additional appropriation of Two Hundred Thousand Dollars ($200,000.00) for the Sidewalk Repair Matching Grant Program, and hereby authorizes that appropriation to be expended pursuant to change order of the T.B. Construction contract approved by this Resolution, or pursuant to a new bid process(es) to one or more other contractors, or a combination of the two, as the City Administration deems prudent, and complying with all required bid procedures and claim approval procedures (i.e., City Council approval for contracts exceeding $20,000):

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

1. The City Council hereby approves an agreement (attached as Exhibit B) with T.B. Construction, in the amount of Two Hundred Thousand Dollars ($200,000.00) for completion of the 2021 Sidewalk Replacement Project.

2. The City Council hereby authorizes an additional Two Hundred Thousand Dollars ($200,000.00) appropriation to be expended pursuant to change order of the T.B. Construction contract approved by this Resolution, or pursuant to a new bid process(es) to one or more other contractors, or a combination of the two, as the

City Administration deems prudent, and complying with all required bid procedures and claim approval procedures.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this_____ day of _____, 2021.

TOOELE CITY COUNCIL

(For)	(Against)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)	(Disapproved)
_____	_____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

EXHIBIT A

Bid Tabulation

BID TABULATION

2021 GENERAL SIDEWALK REPLACEMENT PROJECT

Bid Opening - May 20, 2021

Item No.	Description	Unit	T.B. Construction Unit Price	Beck Construction & Excavation Unit Price	ACME Construction Unit Price
1	Remove and Dispose Existing Concrete	S.F.	$3.50	$8.00	$13.50
2	Furnish and install New 4" Thick Concrete Sidewalk (Less than 100 s.f. in Area per Location)	S.F.	$8.85	$15.00	$20.00
3	Furnish and install New 4" Thick Concrete Sidewalk (101 to 500 s.f. in Area per Location)	S.F.	$7.85	$13.50	$18.00
4	Furnish and install New 4" Thick Concrete Sidewalk (501 to 1,000 s.f. in Area per Location)	S.F.	$7.75	$10.50	$6.75
5	Furnish and install New 4" Thick Concrete Sidewalk (1,001 to 2,000 s.f. in Area per Location)	S.F.	$7.65	$8.50	$5.50
6	Furnish and install New 4" Thick Concrete Sidewalk (More than 2,001 s.f. in Area per Location)	S.F.	$7.60	$7.50	$5.00
7	Furnish and Install New 6" Thick Concrete Sidewalk	S.F.	$10.85	$10.50	$22.50
8	Mobilization and Traffic Control	Per Street	$100.00	$1,500.00	$5,200.00
9	Remove and Replace Existing 4" Base	S.F.	$3.00	$4.50	$18.00

EXHIBIT B

Agreement

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: T.B. Construction

B. Address: 106 South 200 West, Tooele, Utah 84074

C. Telephone number: (435) 840-0214

D. E-Mail: camillesheets@msn.com

1.2 OWNER

A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2021 Sidewalk Replacement Project

1.4 ENGINEER

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

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

1. Base Bid.

2. _____

3. _____

4. _____

C. An Agreement Supplement [_____] is, [X] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is Two Hundred Thousand Dollars ($200,000.00).

2.2 **CONTRACT TIME**

A. The Contract time shall be as follows:

1. All Work shall be substantially completed by **May 25, 2022**.

2. All Work shall be final complete by **May 31, 2022.**

2.3 **PUNCH LIST TIME**

A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.

B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

2.4 **LIQUIDATED DAMAGES**

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

1. **Late Contract Time Completion**:
   Five Hundred dollars and 00 cents ($ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. **Late Punch List Time Completion**: 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

3. **Interruption of Public Services**: No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

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

C. **Survey Monuments**: No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of ($500.00) to cover such damage and expense.

D. **Deduct Damages from Moneys Owed CONTRACTOR**: OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the_____day of _____, 2021.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _____

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

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

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

_____
Notary's signature

_____
Residing at

_____
My commission expires: Notary's seal

3.3 **OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

_____
Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

_____
Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

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TOOELE CITY CORPORATION

RESOLUTION 2021-58

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH BECK CONSTRUCTION & EXCAVATION, INC., FOR THE SMELTER ROAD SIDEWALK IMPROVEMENT PROJECT.

WHEREAS, there is a significant portion of Seventh Street, located between Seventh Street and 500 North, wherein the sidewalk and curb and gutter has significantly deteriorated and is in need of replacement; and,

WHEREAS, the roadway intersection at 500 North and Smelter Road is also in need of geometric reconfiguration to improve both vehicle and pedestrian safety; and,

WHEREAS, Tooele City has received grant funding through the Tooele County Council of Governments for replacement of the sidewalk, curb and gutter, and roadway intersection improvements; and,

WHEREAS, the City Administration has accepted bids for the Smelter Road Sidewalk Improvement Project in accordance with the procedures of §11-39-101 et seq., Utah Code Annotated, as amended; and,

WHEREAS, Beck Construction & Excavation, Inc. has submitted a cost proposal for the Smelter Road Sidewalk Improvement Project of Three Hundred Fifty One Thousand Three Hundred Fifty Dollars ($351,350.00). A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Seventeen Thousand Five Hundred Dollars ($17,500.00) as contingency for change orders for changed conditions which may arise during the project, as reviewed and approved by the Mayor:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves an agreement (attached as Exhibit B) with Beck Construction & Excavation, Inc., in the amount of Three Hundred Fifty One Thousand Three Hundred Fifty Dollars ($351,350.00) for completion of the Smelter Road Sidewalk Improvement Project, and hereby allocates an additional Seventeen Thousand Five Hundred Dollars ($17,500.00) contingency which may be used for changed conditions, as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this_____ day of _____, 2021.

TOOELE CITY COUNCIL

(For)	(Against)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)	(Disapproved)
_____	_____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

EXHIBIT A

Bid Tabulation

BID TABULATION

SMELTER ROAD SIDEWALK IMPROVEMENT PROJECT

Bid Opening - May 11, 2021

				Beck Const. & Excav.		ACME	
Item No.	**Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**
GENERAL							
1	Mobilization	1	LS	$14,400.00	$14,400.00	$78,250.00	$78,250.00
2	Layout	1	LS	$2,905.00	$2,905.00	$9,660.00	$9,660.00
DEMOLITION							
3	Demolition and Disposal of Existing Curb and Gutter	1385	LF	$7.00	$9,695.00	$9.00	$12,465.00
4	Demolition and Disposal of Existing Concrete Sidewalk	6600	SF	$3.00	$19,800.00	$3.00	$19,800.00
5	Remove and Dispose Existing Asphalt	2600	SF	$2.50	$6,500.00	$3.00	$7,800.00
6	Remove and Dispose Existing Asphalt and Base	15800	SF	$3.00	$47,400.00	$4.00	$63,200.00
ROADWAY							
7	Furnish and Install New Curb and Gutter, with Base	1550	LF	$37.00	$57,350.00	$35.00	$54,250.00
8	Furnish and Install 6" Thick Concrete Sidewalk and Drive	9400	SF	$9.50	$89,300.00	$9.00	$84,600.00
9	Furnish and Install 4" Thick Asphalt with 10" Thick	14400	SF	$6.25	$90,000.00	$5.00	$72,000.00
10	Furnish and Install ADA Truncated Dome Tactile Pads in	3	Each	$400.00	$1,200.00	$1,100.00	$3,300.00
11	Raise and Collar Existing Manhole	4	Each	$950.00	$3,800.00	$750.00	$3,000.00
12	Furnish and Install Artificial Turf, with Base	2600	SF	$20.00	$52,000.00	$13.75	$35,750.00
13	Striping	1	LS	$9,000.00	$9,000.00	$5,250.00	$5,250.00
					$403,350.00		$449,325.00
		Adjusted Bid to Remove Bid Item No. 12			-$52,000.00		-$35,750.00
				Total Revised Bid Amount	**$351,350.00**		$413,575.00

EXHIBIT B

Agreement

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: Beck Construction & Excavation Inc.

B. Address: 1194 South Jordan Parkway, Suite A, South Jordan Ut 84095

C. Telephone number: 801-870-7922

D. Facsimile number: 801-606-7273

1.2 OWNER

A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

Smelter Road Sidewalk Improvement Project

1.4 ENGINEER

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

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

1. Base Bid.

2. _____

3. _____

4. _____

C. An Agreement Supplement [_____] is, [X] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is:Three Hundred Fifty One Thousand Three Hundred Fifty Dollars ($351,350.00). *(Price Excludes Bid Item 12 - Furnish and Install Artificial Turf, with Base*).

2.2 **CONTRACT TIME**

A. The Contract time shall be as follows:

1. All Work shall be substantially completed by **August 13, 2021**.

2. All Work shall be final complete by **August 20, 2021.**

B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. _____

2.3 **PUNCH LIST TIME**

A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.

B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

2.4 **LIQUIDATED DAMAGES**

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

1. **Late Contract Time Completion**:
   Five Hundred dollars and 00 cents ($ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. **Late Punch List Time Completion**: 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

3. **Interruption of Public Services**: No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

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

C. **Survey Monuments**: No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of ($500.00) to cover such damage and expense.

D. **Deduct Damages from Moneys Owed CONTRACTOR**: OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the_____day of _____, 2021.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _____

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

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

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

_____
Notary's signature

_____
Residing at

_____
My commission expires: Notary's seal

3.3 **OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

_____
Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

_____
Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

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TOOELE CITY CORPORATION

RESOLUTION 2021-59

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A CONTRACT WITH AMERICAN PAVEMENT PRESERVATION FOR THE 2021 ROADWAY SLURRY SEAL PROJECT - PART 2.

WHEREAS, Tooele City has more than 220 lane miles of public roadway located within the City limits for which it has maintenance and,

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

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

WHEREAS, the City solicited public bids for construction of the 2021 Roadway Slurry Seal Project - Part 2 in accordance with the procedures of §11-39-101 *et seq.* and §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Asphalt Preservation has submitted a cost proposal of Two Hundred Ninety Nine Thousand Nine Hundred Ninety Eight Dollars ($299,998.00), which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Fifteen Thousand Dollars ($15,000.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with American Pavement Preservation is hereby approved, in the amount of of Two Hundred Ninety Nine Thousand Nine Hundred Ninety Eight Dollars ($299,998.00), for completion of the 2021 Roadway Slurry Seal Project - Part 2; and,
2. an additional Fifteen Thousand Dollars ($15,000.00) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this_____ day of _____, 2021.

TOOELE CITY COUNCIL

(For)	(Against)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)	(Disapproved)
_____	_____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

EXHIBIT A

Bid Tabulation

BID TABULATION
2021 Roadway Slurry Seal Project, Part 2
Bid Opening Date: May 25, 2021

NO.	ITEM	ESTIMATED QUANTITY	UNIT	American Pavement Preservation		Asphalt Preservation		Morgan Pavement	
				UNIT BID PRICE	TOTAL BID	UNIT BID PRICE	TOTAL BID	UNIT BID PRICE	TOTAL BID
1	Mobilization	1	L.S.	$2,998.00	$2,998.00	$6,750.00	$6,750.00	$11,000.00	$11,000.00
2	Furnish and Install Type II Slurry Seal, Restripe	2,200,000	S.F.	$0.135	$297,000.00	$0.1429	$314,380.00	$0.144	$316,800.00
			Total Bid		**$299,998.00**		**$321,130.00**		**$327,800.00**

EXHIBIT B

Agreement:

Asphalt Preservation

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: American Pavement Preservation, LLC

B. Address: 4725 E. Cartier Avenue, Las Vegas, Nevada 89115

C. Telephone number: (702) 507-5444

D. Facsimile number: (702) 644-0128

1.2 OWNER

A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2021 Roadway Slurry Seal Project - Part 2

1.4 ENGINEER

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

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

1. Base Bid.

2. _____

3. _____

4. _____

C. An Agreement Supplement [_____] is, [X] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Two Hundred Ninety Nine Thousand Nine Hundred Ninety Eight Dollars ($299,998.00)

2.2 **CONTRACT TIME**

A. The Contract time shall be as follows:

1. All Work shall be completed **prior to October 15, 2021**

B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. _____

2.3 **PUNCH LIST TIME**

A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.

B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

2.4 **LIQUIDATED DAMAGES**

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

1. **Late Contract Time Completion**:
   Five Hundred dollars and 00 cents ($ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. **Late Punch List Time Completion**: 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

3. **Interruption of Public Services**: No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

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

C. **Survey Monuments**: No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of ($500.00) to cover such damage and expense.

D. **Deduct Damages from Moneys Owed CONTRACTOR**: OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the_____day of _____, 2021.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _____

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

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

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

_____
Notary's signature

_____
Residing at

_____
My commission expires: Notary's seal

3.3 **OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

_____
Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

_____
Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

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STAFF REPORT
May 19, 2021

To: Tooele City Planning Commission
Business Date: May 26, 2021

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: **Gateway Business Park Phase 1, 2nd Amendment – Subdivision Plat Amendment Request**

Application No.:	P21-188
Applicant:	Randy Hunt
Project Location:	Approximately 2400 North 470 East
Zoning:	IS Industrial Service Zone
Acreage:	2.1 Acres (Approximately 91,476 ft^2)
Request:	Request for approval of a Subdivision Plat Amendment in the IS Industrial Service zone regarding the subdivision of existing lot #2 into four industrial / commercial lots.

BACKGROUND

This application is a request for approval of a Subdivision Plat Amendment for approximately 2.1 acres located at approximately 2400 North 470 East. The property is currently zoned IS Industrial Service. The applicant is requesting that a Subdivision Plat Amendment be approved to permit the subdivision of lot 2 of the existing Gateway Business Park Phase 1 subdivision plat into four industrial / commercial lots.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Light Industrial land use designation for the subject property. The property has been assigned the IS Industrial Service zoning classification. The IS Industrial Service zoning designation is identified by the Land Use Map as a preferred zoning classification for the Light Industrial land use designation. All surrounding properties are zoned IS Industrial Service and are utilized as medical office space, professional office space and a future storage unit facility proposed for property to the east. Mapping pertinent to the subject request can be found in Exhibit "A" to this report.

Subdivision Layout. The subdivision plat amendment proposes to amend lot 2 of the existing Gateway Business Park Phase 1 Subdivision Plat. Lot 2 of the subdivision contains 2.1 acres and the plat amendment will subdivide the 2.1 acre lot into 4 lots ranging in size from 21,780 square feet up to 26,000 square feet. Each lot will have frontage onto and access to a public street at 470 East and 540 East.

The IS Industrial Service zoning district does not have a lot size restriction other than a minimum of 60 feet of lot width. Each lot is wider than 125 feet and easily exceeds this requirement.

Criteria For Approval. The procedure for approval or denial of a Subdivision Plat Amendment follows the same process as a Subdivision Preliminary Plat request, as well as the information required to be

submitted for review as a complete application is found in Sections 7-19-10 and 11 of the Tooele City Code.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Subdivision Plat Amendment submission and has issued a recommendation for approval for the request with the following comments:

1. The subdivision plat amendment will amend the existing Gateway Business Park Phase 1 Subdivision.
2. All lots within the subdivision meet or exceed minimum lot standards for lot width as required by the IS Industrial Service zoning district.

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

Building Division Review. The Tooele City Building Division has not issued any comments related to this subdivision plat amendment request.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Subdivision Plat Amendment by Randy Hunt, application number P21-188, subject to the following conditions:

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

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.
6. The subdivision meets or exceeds all development standards for lots as required by the IS Industrial Service zoning district.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the Gateway Business Park Phase 1, 2nd Amendment, Subdivision Plat Amendment Request by Randy Hunt, for the purpose of amending Lot 2 of the Gateway Business Park Phase 1 Subdivision plat thus creating 4 new lots, application number P21-188, based on the findings and subject to the conditions listed in the Staff Report dated May 19, 2021:"

1. List any additional findings and conditions…

Sample Motion for a Negative Recommendation – "I move we forward a negative recommendation to the City Council for the Gateway Business Park Phase 1, 2nd Amendment, Subdivision Plat Amendment Request by Randy Hunt, for the purpose of amending Lot 2 of the Gateway Business Park Phase 1 Subdivision plat thus creating 4 new lots, application number P21-188, based on the following findings:"

1. List findings…

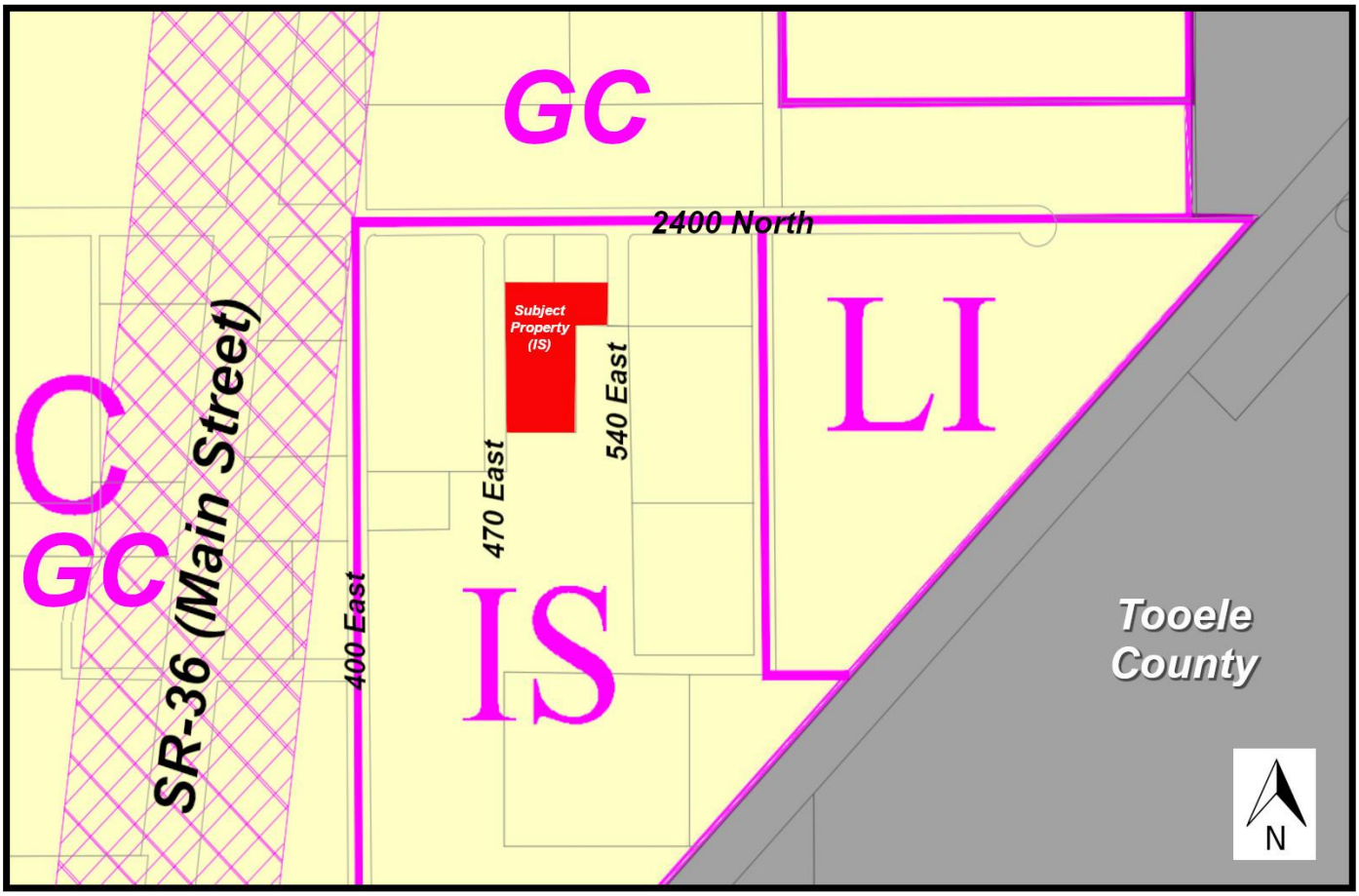
EXHIBIT A

MAPPING PERTINENT TO THE GATEWAY BUSINESS PARK PHASE 1, 2ND AMENDMENT SUBDIVISION PLAT AMENDMENT

Gateway Business Park Phase 1, 2nd Amendment

Aerial View

Gateway Business Park Phase 1, 2nd Amendment



Current Zoning

EXHIBIT B

PROPOSED DEVELOPMENT PLANS

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

811 Know what's below. Call before you dig.

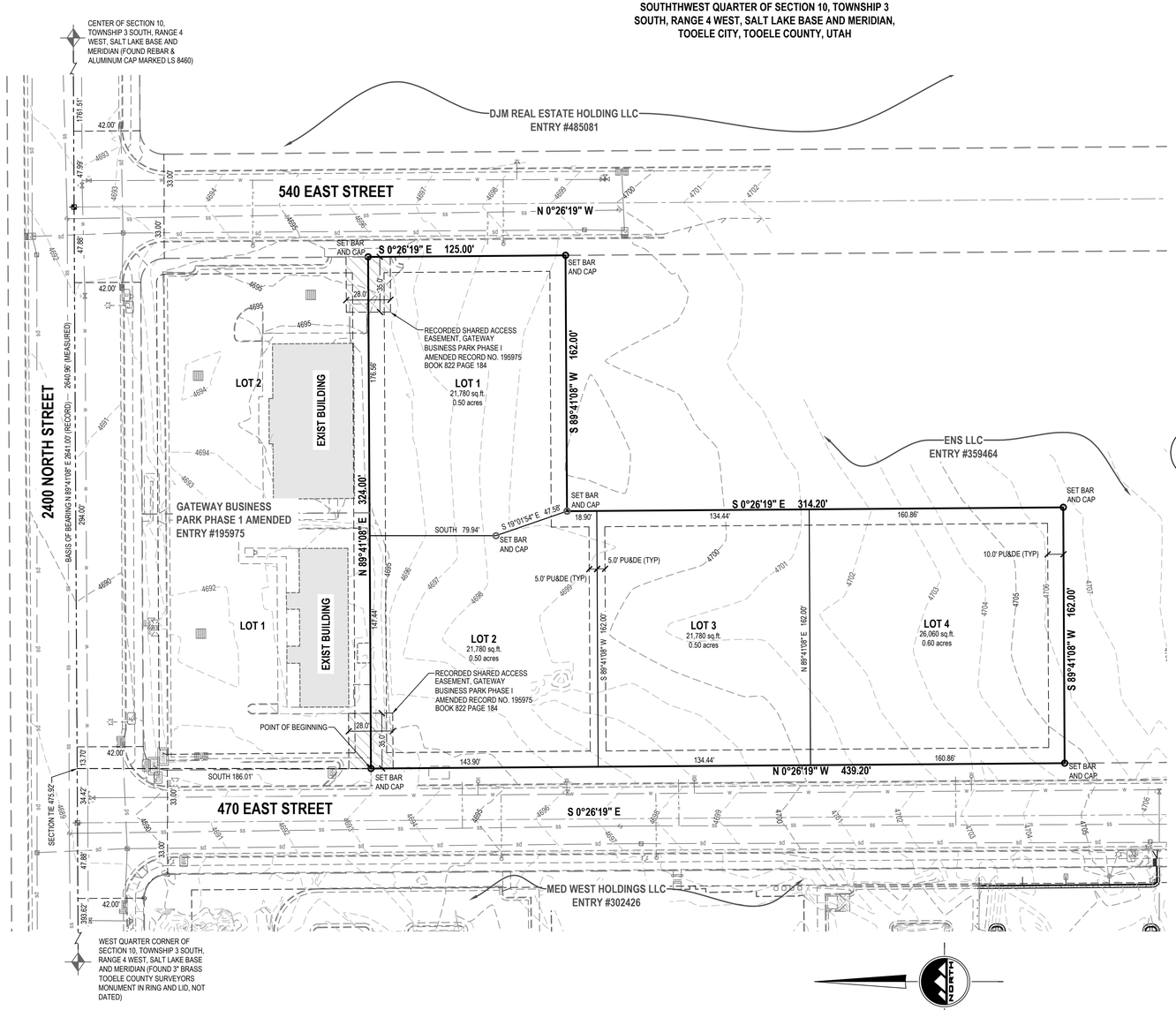
BENCHMARK

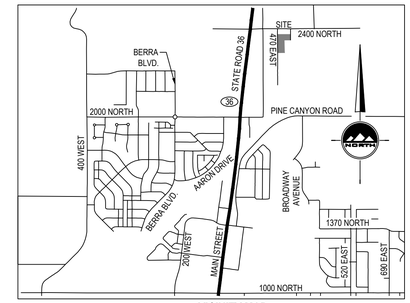
CENTER OF SECTION 10,
TOWNSHIP 3 SOUTH, RANGE 4 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4717.97'

PRELIMINARY PLAT
GATEWAY BUSINESS PARK PHASE 1 2ND AMENDMENT

(AMENDING LOT 2 OF GATEWAY BUSINESS PARK PHASE 1)
LOCATED IN THE NORTH HALF OF THE SOUTHTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH





VICINITY MAP
NOT TO SCALE

LEGEND

SECTION CORNER	ADJACENT RIGHT OF WAY
MONUMENT	RIGHT OF WAY
EXIST REBAR AND CAP	CENTERLINE
SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV." (ENSIGN ENG. LAND SURV.)	PROPERTY LINE
	ADJACENT PROPERTY LINE
WATER METER	DEED LINE
WATER MANHOLE	TANGENT LINE
WATER VALVE	EXIST DITCH FLOW LINE
FIRE HYDRANT	FENCE
SECONDARY WATER VALVE	EDGE OF ASPHALT
IRRIGATION VALVE	SANITARY SEWER LINE
SANITARY SEWER MANHOLE	STORM DRAIN LINE
STORM DRAIN CLEAN OUT	LAND DRAIN LINE
STORM DRAIN CATCH BASIN	CULINARY WATER LINE
STORM DRAIN COMBO BOX	SECONDARY WATER LINE
STORM DRAIN CULVERT	IRRIGATION LINE
SIGN	OVERHEAD POWER LINE
ELECTRICAL BOX	ELECTRICAL LINE
UTILITY MANHOLE	GAS LINE
UTILITY POLE	EXISTING CONTOURS
LIGHT	CONCRETE
CABLE BOX	BUILDING
TELEPHONE BOX	PUBLIC DRAINAGE EASEMENT
GAS METER	

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.

NOTE:
1. EACH LOT WILL BE REQUIRED TO PROVIDE ONSITE STORM WATER DETENTION / RETENTION PER TOOELE CITY CODE.

HORIZONTAL GRAPHIC SCALE

40 0 20 40 80
(IN FEET)
HORZ: 1 inch = 40 ft.

DEVELOPER
SUPERIOR EXCAVATING & HAULING, LLC
822 E. MAIN STREET
GRANTSVILLE, UT 84029
RANDY HUNT
435-830-2220

HEALTH DEPARTMENT

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

TOOELE COUNTY HEALTH DEPARTMENT

SURVEYOR'S CERTIFICATE

I, Douglas J. Kinsman do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 334575 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots , hereafter to be known as Gateway Business Park Phase 1 2nd Amendment, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area re-quirements of the applicable zoning ordinances.

Boundary Description

All of Lot 2 of Gateway Business Park Phase 1 as recorded Entry Number 195975 on file in the Tooele County Recorder's Office, said Lot situate in the Southwest Quarter of Section 10, Township 3 South, Range 4 West, Salt Lake Base and Meridian, in Tooele City, Tooele County, Utah, more particularly described as follows:

Beginning at a point on the east line of 470 East Street, said point being North 89°41'08" East 475.92 feet along the section line and South 186.01 feet from the West Quarter Corner of Section 10, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North 89°41'08" East 324.00 feet to the west line of 540 East Street;
thence South 00°26'19" East 125.00 feet along said west line;
thence South 89°41'08" West 162.00 feet;
thence South 00°26'21" East 314.20 feet;
thence South 89°41'08" West 162.00 feet to the east line of 470 East Street;
thence North 00°26'19" West 439.20 feet along said east line, to the Point of Beginning.

Parcel contains 91,400 square feet or 2.10 acres, 4 Lots.

MARCH 30, 2021
Date
Douglas J Kinsman
License no. 334575

3-30-21
PROFESSIONAL LAND SURVEYOR No. 334575 DOUGLAS J KINSMAN STATE OF UTAH

OWNER'S DEDICATION AND CONSENT TO RECORD

Known all men by these present that the undersigned are the owner(s) of the hereon described tract of land and hereby cause the same to divided into lots together with easements as set forth hereafter to be known as:

GATEWAY BUSINESS PARK PHASE 1 2ND AMENDMENT
(AMENDING LOT 2 OF GATEWAY BUSINESS PARK PHASE 1)

The undersigned owner(s) hereby convey to Tooele City and to any and all public utility companies providing service to the hereon described tract a perpetual, non-exclusive easement over the public street and public utility and drainage easements shown on this plat, the same to be used for drainage and for the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner(s) also hereby convey any other easements as shown to the parties indicated and for the purpose shown heron.

In witness whereof I / we have hereunto set my / our hand this_____day of_____A.D., 20_____.

By: SUN VALLEY DEVELOPMENT LLC, RANDY HUNT (OWNER)

GATEWAY BUSINESS PARK PHASE 1 2ND AMENDMENT
(AMENDING LOT 2 OF GATEWAY BUSINESS PARK PHASE 1)

LOCATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER

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

DOMINION ENERGY

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

APPROVED THIS _____ DAY OF _____ A.D. 20_____.
DOMINION ENERGY
BY - _____
TITLE - _____

ROCKY MOUNTAIN POWER COMPANY

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

APPROVED THIS _____ DAY OF _____, 20
ROCKY MOUNTAIN POWER
BY - _____
TITLE - _____

SCHOOL DISTRICT

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

TOOELE COUNTY SCHOOL DISTRICT

POST MASTER

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

POST MASTER

COMCAST

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

COMCAST

CENTURY LINK

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

CENTURY LINK

CHIEF OF POLICE

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

TOOELE CITY CHIEF OF POLICE

FIRE CHIEF

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

TOOELE CITY FIRE CHIEF

PARKS DEPARTMENT

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

TOOELE CITY PARKS DEPARTMENT

CITY ATTORNEY

APPROVED AS TO FORM THIS _____ DAY OF _____,
20_____.

TOOELE CITY ATTORNEY

CITY ENGINEER

APPROVED AS TO FORM THIS _____ DAY OF _____,
20_____.

TOOELE CITY ENGINEER

COMMUNITY DEVELOPMENT APPROVAL

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

TOOELE CITY COMMUNITY DEVELOPMENT

COUNTY RECORDER

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

TOOELE COUNTY RECORDER

CITY COUNCIL

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

CHAIRMAN TOOELE CITY COUNCIL

PLANNING COMMISSION

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

ATTEST:

ENSIGN
TOOELE
169 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435.843.3590
Fax: 435.578.0108
WWW.ENSIGNENG.COM
SALT LAKE CITY Phone: 801.255.0529
LAYTON Phone: 801.547.1100
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

SHEET 1 OF 1
PROJECT NUMBER : C97377K
MANAGER : D. KINSMAN
DRAWN BY : J. CID
CHECKED BY : D. KINSMAN
DATE : 2021-03-30

811 Know what's below. Call before you dig.

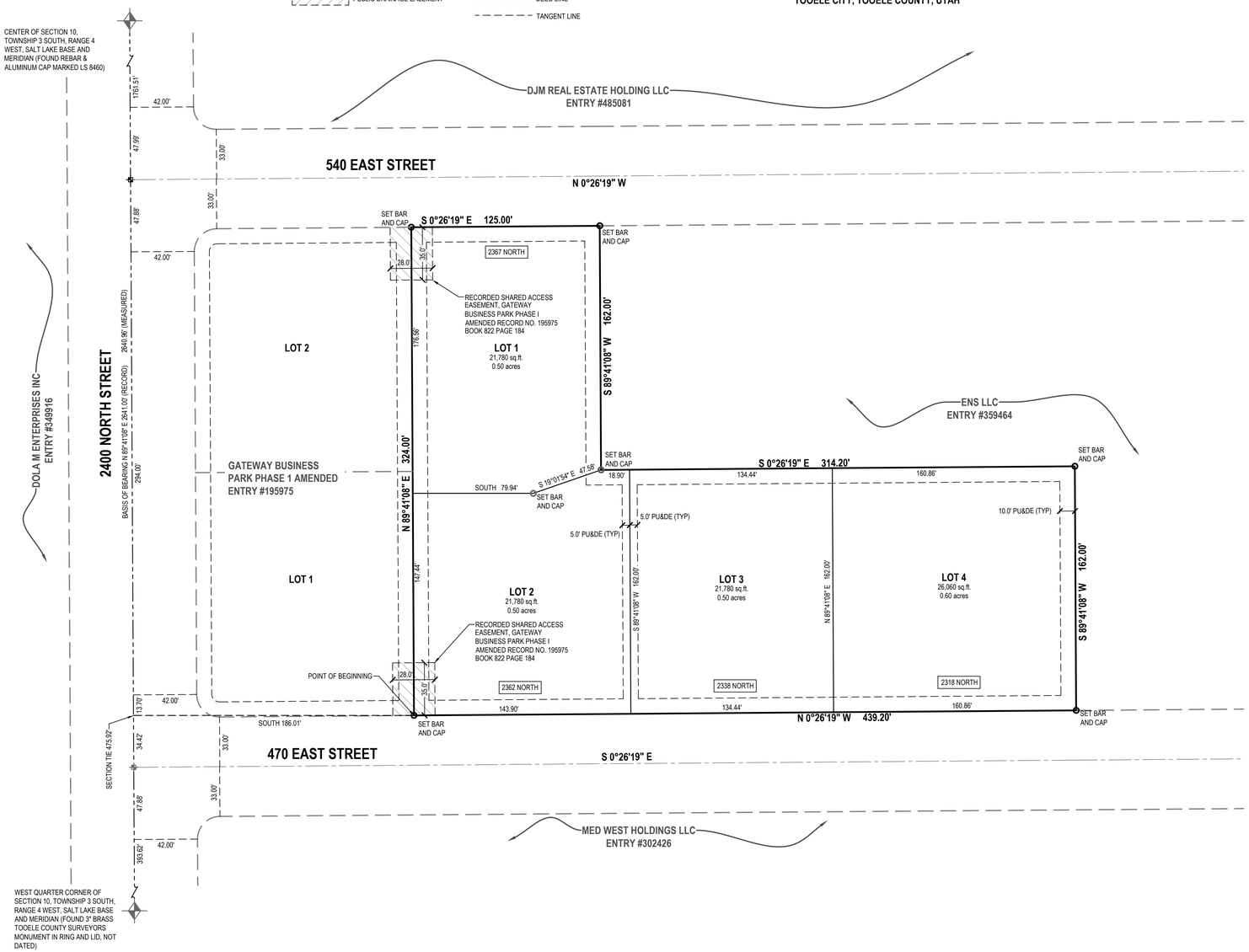
CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

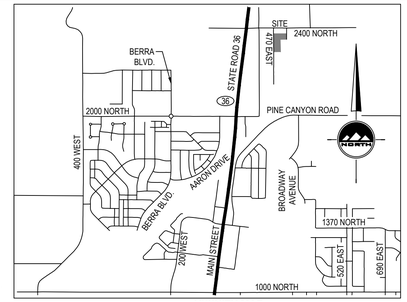
LEGEND

- SECTION CORNER
- MONUMENT
- EXIST REBAR AND CAP
- ENSIGN ENG. LAND SURV.
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- PUBLIC DRAINAGE EASEMENT
- ADJACENT RIGHT OF WAY
- RIGHT OF WAY
- CENTERLINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- DEED LINE
- TANGENT LINE

FINAL PLAT
GATEWAY BUSINESS PARK PHASE 1 2ND AMENDMENT

(AMENDING LOT 2 OF GATEWAY BUSINESS PARK PHASE 1)
LOCATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH





VICINITY MAP
NOT TO SCALE

HORIZONTAL GRAPHIC SCALE

40 0 20 40 80
(IN FEET)
HORZ: 1 inch = 40 ft.

SURVEYOR'S CERTIFICATE

I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 334575, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as Gateway Business Park Phase 1 2nd Amendment and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Boundary Description

All of Lot 2 of Gateway Business Park Phase 1 as recorded Entry Number 195975 on file in the Tooele County Recorder's Office, said Lot situate in the Southwest Quarter of Section 10, Township 3 South, Range 4 West, Salt Lake Base and Meridian, in Tooele City, Tooele County, Utah, more particularly described as follows:

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thence North 89°41'08" East 324.00 feet to the west line of 540 East Street;
thence South 00°26'19" East 125.00 feet along said west line;
thence South 89°41'08" West 162.00 feet;
thence South 00°26'21" East 314.20 feet;
thence South 89°41'08" West 162.00 feet to the east line of 470 East Street;
thence North 00°26'19" West 439.20 feet along said east line, to the Point of Beginning.

Parcel contains 91,400 square feet or 2.10 acres, 4 Lots.

MARCH 30, 2021
Date
Douglas J Kinsman
License no. 334575

PROFESSIONAL LAND SURVEYOR No. 334575 DOUGLAS J KINSMAN STATE OF UTAH

OWNER'S DEDICATION AND CONSENT TO RECORD

Known all men by these present that the undersigned are the owner(s) of the hereon described tract of land and hereby cause the same to divided into lots together with easements as set forth hereafter to be known as:

GATEWAY BUSINESS PARK PHASE 1 2ND AMENDMENT

(AMENDING LOT 2 OF GATEWAY BUSINESS PARK PHASE 1)

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In witness whereof I / we have hereunto set my / our hand this_____day of_____A.D., 20_____.

By: SUN VALLEY DEVELOPMENT LLC, RANDY HUNT (OWNER)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of TOOELE

On the _____ day of _____ A.D., 20_____ personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the_____ of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES:_____.

_____ RESIDING IN_____ COUNTY.
NOTARY PUBLIC

DOMINION ENERGY

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

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

DOMINION ENERGY

BY - _____

TITLE - _____

GATEWAY BUSINESS PARK PHASE 1 2ND AMENDMENT

(AMENDING LOT 2 OF GATEWAY BUSINESS PARK PHASE 1)

LOCATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

ROCKY MOUNTAIN POWER COMPANY

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   (4) ANY OTHER PROVISION OF LAW.

APPROVED THIS _____ DAY OF _____, 20

ROCKY MOUNTAIN POWER

BY - _____

TITLE - _____

CITY ENGINEER'S APPROVAL

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

TOOELE CITY ENGINEER

CITY ATTORNEY'S APPROVAL

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

TOOELE CITY ATTORNEY

CITY COUNCIL

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

CHAIRMAN TOOELE CITY COUNCIL

NOTE:
1. EACH LOT WILL BE REQUIRED TO PROVIDE ONSITE STORM WATER DETENTION / RETENTION PER TOOELE CITY CODE.

DEVELOPER
SUPERIOR EXCAVATING & HAULING, LLC
822 E. MAIN STREET
GRANTSVILLE, UT 84029
RANDY HUNT
435-830-2220

COMMUNITY DEVELOPMENT APPROVAL

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

TOOELE CITY COMMUNITY DEVELOPMENT

COUNTY SURVEY DEPARTMENT

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE TOOELE COUNTY SURVEY DEPARTMENT.
RECORD OF SURVEY FILE #2015-0084-01 & 1999-0055-01

TOOELE COUNTY SURVEY DIRECTOR

COUNTY TREASURER APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____.
BY THE TOOELE COUNTY TREASURER.

TOOELE COUNTY TREASURER

PLANNING COMMISSION

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

CHAIRMAN TOOELE CITY PLANNING COMMISSION

COUNTY HEALTH DEPARTMENT

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

TOOELE COUNTY HEALTH DEPARTMENT

ENSIGN

TOOELE
169 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435.843.3590
Fax: 435.578.0108

SALT LAKE CITY Phone: 801.255.0529
LAYTON Phone: 801.547.1100
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

WWW.ENSIGNENG.COM

SHEET 1 OF 1

PROJECT NUMBER : C97377K
MANAGER : D. KINSMAN
DRAWN BY : J. CID
CHECKED BY : D. KINSMAN
DATE : 2021-03-30

TOOELE COUNTY RECORDER

RECORDED #_____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
REQUEST OF : _____

DATE: _____ TIME: _____

FEE$ TOOELE COUNTY RECORDER

Tooele City Council
Business Meeting Minutes

Date: Wednesday, May 19, 2021
Time: 7:10 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:
Tony Graf
Melodi Gochis
Ed Hansen
Justin Brady
Maresa Manzione

City Employees Present:
Mayor Debbie Winn
Jim Bolser, Community Development Director
Chief Ron Kirby, Police Department Chief
Steve Evans, Public Works Director
Roger Baker, City Attorney
Shannon Wimmer, Finance Director
Darwin Cook, Parks and Recreation Director
Michelle Pitt, City Recorder
Cylee Pressley, Deputy City Recorder

Minutes prepared by Katherin Yei

Chairwoman Gochis called the meeting to order at 7:03 p.m.

1. **Pledge of Allegiance**
The Pledge of Allegiance was led by Police Chief Kirby.

2. **Roll Call**
Tony Graf, Present
Melodi Gochis, Present
Ed Hansen, Present
Justin Brady, Present
Maresa Manzione, Present

DRAFT

3. **Mayor's Youth Recognition Awards**
Presented by Stacy Smart, Mayor Winn, and Police Chief Kirby

Mayor Winn welcomed visitors for the Mayor's Youth Awards and introduced Tooele City Police Chief Ron Kirby and thanked him for his collaboration.
Ms. Smart, Chief Kirby, and the Mayor then presented the Mayor's Youth Recognition Awards to the following students:

- Bailey Higgins

Mayor Winn asked the City Council to take a photo with Bailey Higgins; the photo would be placed in the local newspaper and on Facebook.

4. **VOCA (Victims of Crime Act) Grant Report**
Presented by Velynn Matson, Victim Advocate

Mrs. Matson stated the grant is funded through criminal fines, rather than tax payers' dollars. She stated the funding for the VOCA grants will dramatically decrease over the next two years by 20% which will cut into the emergency needs. VOCA has worked with many victims and has become a resource and safe place for victims.

Council Member Graf stated he has worked with these victims and the program gives them a voice. He stated it is a vital service and am grateful for what they do.

Mayor Winn stated that we forget about the victims and recommended that the funding does not go away.

5. **Public Comment Period**

Chairman Gochis invites the public to approach

Chairman Gochis read an email from Brian Valez.
Good afternoon, my name is Bryan Velez. I'm a Tooele resident living on 171 S Coleman Street. I've lived in Tooele for quite some time and noticed that in the last year or so these roads around town are covered in random nails and screws and I have evidence and photos to show to whomever would like to see. It's not just a few roads it's literally every dang road in town. Including going up to settlement canyon. I've spent over 1,100$ on tires for my Subaru because of this problem in Tooele. I'd like to probably report these issue and hope the city of Tooele can clean up all the roads properly.

Mayor Winn stated with the growth and development in the City, she pleads with construction companies to keep their areas clean with their tools, supplies and litter. She

DRAFT

stated that there has been no street sweeper for the last three years but the City Council has approved a street sweeper, that will be arriving in June.

6. **Public Hearing & Motion on Resolution 2021- 48** A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2020-2021
Presented by Shannon Wimmer, Finance Director

Ms. Wimmer stated the amendment is to record income of grants and transfer of funds. She asked for questions on the resolution 2021-48.

Chairman Gochis opened the public hearing.

Council Member Hansen motioned to approve ordinance 2021-48. Council Member Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed

7. **Public Hearing & Motion Ordinance 2021- 16** An Ordinance of Tooele City Reassigning the Land Use Designation from Medium Density Residential (MDR) to High Density Residential (HDR) for Approximately 7.4 Acres of Property Located at 602 & 603 West Three O' Clock Drive
Presented by Jim Bolser, Community Development Director

Mr. Bolser stated this is a new applicant with a new intended result of the property at 602 & 603 west Three O'Clock drive. He stated the current land use is a medium density residential and the zoning of the property is commercial residential with the nature of the request being to revise the land use map. He stated the Planning Commission forwarded with a negative vote.

Council Member Hansen asked if the ordinance goes through, if it has to come back as a zone amendment. Mr. Bolser stated it would be to the discretion of the City.

Chairman Gochis asked if it was asked to be MR-12. Mr. Bolser stated the City does not have a MR-12, so it is recommended as MR16.

Council Member Manzione stated many of the public comments are in regard to SR-36 and asked if there is a way to petition UDOT. Mr. Bolser stated the City could approach UDOT to look at this part of the highway or the second option would be to require the applicant to work with UDOT before their application approved.

DRAFT

Council Member Graf stated that the time line can become lengthy. Mr. Bolser stated if it is left up to UDOT it can be a lengthy process, but if it is up to the developer, it tends to be pushed through quicker.

Mayo Winn asked if UDOT can require Developer to improve the roads. Mr. Bolser stated that any project that goes up to a UDOT road must have UDOT approval.

Council Member Brady stated his concerned for the speed limit on SR-36.
Mayor Winn asked about plans for stoplights in the area. Mr. Bolser stated there is a plan for long term stop light located at Coleman.

Chairman Gochis opened up the public hearing.

Kevin Park asked if the well water was in replacement of water lost or if it truly additional water. He stated he hoped the City didn't use the same experts on previous studies. He stated he would like a summary of the water master plan. He stated by adding a stoplight at Coleman, it might create a bigger problem by backing up traffic.

Kori Park stated her concerns were for the water and safety issues on SR-36. She stated the neighborhood would be land locked and if there was an emergency evacuation, traffic would be at a complete stop.

Ken Olsen, applicant, stated the development is a good idea for the size of the property. He stated he has reached out to UDOT and Atrans for a traffic study of SR-36. He stated he is open to concepts and willing to improve and put in the times to make the project a success.

Colleen Leakehe stated her concern was having only one exit.

Sonja Richardson stated her concerns on safety with traffic and the exits from the neighborhood. She stated if the City allows the land to be high density and the deal with the current applicant falls through, it allows another applicant to build higher.

Kalani Mascherino stated her concerns with traffic; competing with school buses, snow plows, gravel trucks, and the Army Depot traffic. She stated there are many accidents on SR-36 because many people don't know the speed limit.

Sindy Maxfield stated she agrees with the other comments. She stated her major concern is by allowing the development, more families and kids move in on a dangerous road. She stated SR-36 is not a place for kids to be playing.

Dusty Argile, applicant, stated there is more control with townhomes with parking and landscaping because they can require an HOA. He stated UDOT may not see what it is now, but by building, UDOT will see the problem.

DRAFT

Trent Maxfield stated his concern is the problem with traffic coming in and out of the parking lot.

Kevin Park stated he wants to rebut; he does not believe we must build and then UDOT will come. He stated the City needs to fix the problem before building.

Anchevka Hansen sent in an email, it reads as follows:
I am in favor of the town homes. The developer sounds very reasonable and I think they would do their best for the neighborhood. I feel it's unfair to continue to punish the developer because of a road issue. sound like the developer is willing to help improve the area and make as many improvements as possible. thanks for your time.

Chairman Gochis closed public comments.

Council Member Hansen stated the water issue, could build six homes per acre as long as they have the city shares. He stated the City needs some cheaper housing for families to live. He stated his concerns for SR-36 and suggested the developer does something with UDOT before building.

Council Member Manzione stated that it doesn't get anything taken care of until something is done and should be included in the developer's plan.

Council Member Graf stated the City needs a different zoning designation. He stated it would be ideal if the traffic is addressed at same time but it is not fair to developer to require the traffic study.

Council Member Brady stated he is more comfortable with the lot being approved as an MR8. He shares his concern with traffic and states the City needs to petition UDOT about the speed limit.

Council member Graf agrees that the City needs more attainable housing, but needs to control zoning to what is appropriate to neighborhood.

Chairman Gochis stated her concerns about changing to a high-density zone.

Council Member Hansen asked if they should table and wait to see the coming changes.

Applicant asked to table it and wait for June meeting changes.

Council Member Graf motioned to table ordinance 2021-16. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed

DRAFT

8. **Public Hearing & Motion on Ordinance 2021- 17** An Ordinance of Tooele City Reassigning the Land Use Designation from Regional Commercial (RC) to Light Industrial (LI) for Approximately 1.5 Acres of Property Located at Approximately 346 South Tooele Boulevard
Presented by Jim Bolser, Community Development Director

Mr. Bolser stated the city owns a large amount of property in the southwest part of the community along Tooele Boulevard. He stated the City has been marketing property for various uses with USU and other non-residential uses. He stated he has worked with applicant to purchase 1.5 acres of property.
Mr. Bolser stated if the application be success, it will be reassigned to LI with the intended use for a store front and showroom. Part of the property is identified as storage for some of their vehicles, to condense the vehicles. He stated the change is because they want to store their vehicles on the lot.

Council Member Graf asked if IS was the new designation created.
Mr. Bolser stated there was a concern with the potential use if this project did not work out. The IS is limited but still allows what the applicant is asking for.

Council Member Manzione stated she did not want to change the zoning piece by piece but instead all at once.

Mr. Bolser stated spot-zoning is creating an island of a zone inside another zone. He stated it is an effective tool if used properly because it is useful to control what happens.

Council member Brady stated the original plan for the property is not being used as plan now, the use can be changed.
Mr. Bolser stated the education corridor was the original use with direct research or training usage still possible and welcome, but the City has the opportunity to adjust the course.

Chairman Gochis opens to the public.

Council Member Brady motioned to adopt ordinance 2021-17. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed

9. **Public Hearing & Motion on Ordinance 2021- 18 An** Ordinance of Tooele City Reassigning the Zoning Map Designation from RD Research & Development to LI Light Industrial for Approximately 1.5 Acres of Property Located at Approximately 346 South Tooele Boulevard
Presented by Jim Bolser, Community Development Director

DRAFT

Mr. Bolser stated ordinance 2021-18 is the light industrial land use of the property at 346 South Toole Boulevard is changing to light industrial zoning with a positive recommendation of Planning Commission.

Chairman Gochis opened public hearing.

Council Member Manzione motioned to approve ordinance 2021-18. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed

10. **Ordinance 2021-14 An** Ordinance of Tooele City Adopting the 2021 Tooele City Drinking Water System Master Plan
Presented by Paul Hansen, Tooele Engineer

Mr. Hansen stated Tooele City is taking their water system very seriously by trying to meet the needs of the City. He stated the master water plan has been in process for two years because they wanted it to be thorough, complete, and show water impact revisions, revenue rates, among other items that allows the City to move forward.

Council Member Brady stated it is important that the public knows the City is planning water with projects and addressing the publics concerns.

Council Member Graf stated there is a summary in the packet if the public is interesting in reading it to help them understand what is happening.

Chairman Gochis stated it is a living document that is always updated to show changes. Mr. Hansen stated the drinking water system model is updated for every new development and subdivision to know where they sit.

Council Member Hansen motioned to approve Resolution 2021-14. Council Member Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed

11. **Resolution 2021-54 A** Resolution of the Tooele City Council Approving and Ratifying the Agreement with Kilgore Contracting for the 1000 West Reconstruction Project (Vine Street to 100 North)
Presented by Paul Hansen, Tooele City Engineer

DRAFT

Mr. Hansen stated 1000 N is a road that has taken a lot of ware with previous construction. He stated the proposal is to reconstruct the south side and fix some water issues. He stated the opened for public bids and Kilgore construction was the lowest bid fitting well within the budget.

Council Member Brady motioned to approve Resolution 2021-54. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed

12. **Resolution 2021-51** A Resolution of the Tooele City Council Approving and Ratifying a Modification to the Third-Party Public Improvement Inspection Requirement for Overlake 1L Phase 3
Presented by Roger Baker, Tooele City Attorney

Mr. Baker stated the settlement agreement with Overlake exempts Perry Homes from complying with the City's code regarding public improvement inspections, allowing them to hire an outside engineer. He stated they have discovered that the City inspections process is more efficient and less expensive, and they would like to utilize the regular inspection process. They cannot simply opt out of this provision of the settlement agreement, so an amendment is necessary for this subdivision. This is the third time we have done so with Perry Homes.

Council Member Manzione motioned to approve Resolution 2021-51. Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed

13. **Resolution 2021-52 A** Resolution of the Tooele City Council Approving General Consulting Agreements with WSRP Certified Public Accountants
Presented by Shannon Wimmer, Finance Director

Ms. Wimmer stated the agreement with WSRP is to split the duties of the City auditor, by recommendation of the fraud risk assessment, into accounting position and outsourcing the auditing to another company.

Council Member Graf motioned to approve Resolution 2021-52. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed

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14. **Minutes**
-May 5, 2021 Work & Business Meeting

Chairman Gochis stated there are no changes to the May 5th minutes.

Council Member Brady motioned to approve Minutes from May 5. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed

15. **Invoices**

Ms. Pitt stated there were no invoices to report.

16. **Adjourn**

Chairwoman Gochis adjourned the meeting at 8:29pm.

DRAFT

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

Approved this _____ day of May, 2021

_____
Melodi Gochis, City Council Chairwoman

Tooele City Council Work ~~&~~
~~Redevelopment Agency~~ Meeting Minutes

Date: Wednesday, May 19, 2021
Time: 5:30 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:
Tony Graf
Melodi Gochis
Ed Hansen
Justin Brady
Maresa Manzione

City Employees Present:
Mayor Debbie Winn
Jim Bolser, Community Development Director
Darwin Cook, Parks and Recreation Director
Roger Baker, City Attorney
Shannon Wimmer, Finance Director
Paul Hansen, Tooele Engineer
Michelle Pitt, City Recorder
Cylee Pressley, Deputy City Recorder

Minutes prepared by Katherin Yei

1. Open City Council Meeting
Chairwoman Gochis called the meeting to order at 5:36 p.m.

2. Roll Call
Tony Graf, Present
Melodi Gochis, Present
Ed Hansen, Present
Justin Brady, Present
Maresa Manzione, Present

3. Mayor's Report
Mayor Winn stated that annually the City is required to send the water report and is being mailed out to residents. She stated the prior Saturday was the police open house. She stated the month of May is the "Take Pride Tooele" initiative to keep the City clean with the second annual "Take Pride Tooele" parade honoring 28 homes.

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4. Council Member's Report
Council Member Hansen stated he will be missing the parade, but attended the Temple dedication and the Police open house.

Council Member Brady stated he attended predevelopment meeting, weekly RDA meeting, and would not able to attend the "Take Pride Tooele" parade.

Council Member Graf stated he attended the Planning Commission meeting, Art Council Meeting, the Tooele Technical College Graduation, temple ground breaking, and the Tooele City police open house.

Council Member Manzione stated she attended the temple ground breaking, police open house, Tooele technical college graduation, the RDA meeting, and the Planning Commissions meeting. She stated she appreciated going to the predevelopment meeting because they help her understand the process. She stated that she has been around some of the projects for "Take Pride Tooele", including work on the golf course and cleaning England acres.

Chairman Gochis stated she attended the Art Council meeting, the Tooele technical college graduation, temple ground breaking, police department dedication and open house, 2020 census districting program, with info becoming available sept 30, 2021. She stated Tooele City has a trailer with tools that can be checked out by residents.

5. Budget Discussion
Presented by Shannon Wimmer

Mayor Winn stated the City received a three-year request with a break down in three categories: employee, equipment, and project requests.

The recommendations for employees as follows: seasonal laborer for animal shelter, Aquatic center life guard coverage, Community Development department building inspector and civil inspector, part time finance front counter clerk, increase of inspectors for Fire department, full time IT administrator, temporary seasonal library staff, full time park and sprinkler tech, full time parks seasonal position, administrative assistant in police department, police officers including 5 additional vehicles, and an assistant director position in the public works department.

Chairman Gochis asked about a fourth mechanic within the parks department.
Mayor Winn stated they currently only need three employees. She stated they are working on getting specialized equipment and vehicles for the staff with permission to outsource if needed.

Council Member Graf asked how much was spent on outsourcing over the last few years.
Mayor Winn stated the work orders are being done electronically which will allow the City to view how many hours are being put forth on each project; which in turn will allow them to appropriately use the budget.

DRAFT

Council Member Hansen asked what the most effective use of time and budget was for the concrete project. Mayor Winn stated bids went out but with the labor costs for employees and supplies, it will be more effective to outsource.

Council Member Hansen asked what the community planning tech position is. Mr. Bolser stated the position is an introductory planner who interacts with Citizens and assist the City planner.

Council Member Hansen asked if the Community that Cares position was still under a grant with a renewal option. Mayor Winn stated there is a possibility for additional funding, but the state will do part of the funding with the health department must cover the other funding.

Mayor Winn stated they took the amount they had and split it into four groups, adding 10000 dollars more to each of the accounts. She stated some amounts come from departments budgets, some come from enterprise funds, but anything highlighted in yellow are taken from the 41 fund.

Mayor Winn stated sales tax revenue went up even though it was expected to go down, doing really well

Mayor Winn stated the cell phone stipend needed to be offered to all eligible City employees who use their personal cell phones.

Mayor Winn stated many City employees help with RDA projects, but are being payed differently. The recommendation is to have the funds moved from the RDA fund to be apart of the cost of employee's wages.

Ms. Wimmer stated she did receive some questions about the recommendations. She stated the parks and recreation budget will include building maintenance and technicians by reallocating it, the amount is just listed under something different.

She stated the funds from the American rescue plan was not in the budget but would get a possible 4.2 million dollars that can be used for water, sewer, broad band, and other covid-realated expenses.

Mr. Cook stated the maintenance for trails and detention basin are coming from the current budget but will be contracted out next year because it is cheaper and cuts the time in half.

Mayor Winn stated the park projects shows under the project request highlighted in pink.
Mr. Cook stated the following are projects being done: Dowel James floor, restroom at the golf course, Aquatic center steep high dive ladder and a new roof at the parks building.

Council Member Hansen asked about the Wigwam. Mr. Cook stated it will be cleaned up with a park area up top, the amphitheater extended, and the trees thinned and cleaned up.

Ms. Wimmer asked for additional questions.

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Chairman Gochis asked where the money from 1000n project is located.
Ms. Wimmer stated it does not show in the budget, but will be shown in the reports.

Council Member Graff asked when the certified tax rate would be published. Ms. Wimmer stated it would be published by June 4th.

Council Member Hansen asked about the fire department trust fund.
Mrs. Perkins stated the fire department fund goes to actuary with recommended fund level every two years. She stated the plan is to pay out to the retired fire fighters once they do full service time.

6. Closed Meeting - Litigation, Property Acquisition, and/or Personnel

Council Member Graf motioned to move adjourn the meeting. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Chairwoman Gochis, "Aye." The motion passed.

7. Adjourn
Chairwoman Gochis adjourned the meeting at 6:50pm

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

Approved this _____ day of May, 2021

_____
Melodi Gochis, City Council Chairwoman

DRAFT

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

05/26/21

DESCRIPTION OF EXPENDITURE:

VENDOR: H & H EXCAVATION & CONCRETE V# 09221

UPSIZE WATERLINE TO 8" IN SETTLEMENT ACRES

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
OPERATION & MAINTENANCE	51 5100 252000	655,000.00	611,214.00	32,319.70	11,466.30

REQUESTED Public Works
DEPARTMENT HEAD

REVIEWED S. Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

H&H
EXCAVATION & CONCRETE
COMMERCIAL & RESIDENTIAL

PO Box 999
Grantsville, Utah 84029
Office 435-884-6564
Ken 435-241-2003
halecompanies@gmail.com
Ryan 435-241-2008
ryanhale78@hotmail.com

Name:	Tooele City	Date:	4/14/2021
Address:	900 South 500 West		
City, St, Zip:	Tooele, Utah 84029		
Phone:			
Job Name	Settlement Acres		

Date			
	Mobilization	$	2,000.00
	Traffic Control	$	500.00
	Saw cut 684' @ 2.20	$	1,504.00
	Disposal of asphalt 2172 sf @ .65	$	1,412.00
	Connection on coleman, extra digging, valve and collar	$	5,200.00
	Connection to 6"	$	766.58
	8" C900 282' @ 34.04	$	9,599.28
	Asphalt Patch 2172 sf includes base and prep	$	11,337.84

V#09221

Total **$ 32,319.70**

51-5100-252000