

PUBLIC NOTICE

Notice is Hereby Given that the Redevelopment Agency (RDA) of Tooele City will meet in a Business Meeting on Wednesday, May 3, 2023, at 7:00 p.m. The meeting will be held at the Tooele City Hall Council Chambers, Located at 90 North Main Street, Tooele, Utah.

We encourage you to join the RDA meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://tinyurl.com/ykjpjx4z> or by going to [YouTube.com](https://www.youtube.com) and searching "Tooele City Channel".

AGENDA

1. **Open RDA Meeting**
2. **Roll Call**
3. **Resolution 2023-02** A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving an Agreement with Rocky Mountain Power for Electric Power Line Improvements in the Tooele City Commercial Park
Presented by Jared Stewart, Economic Development Director
4. **Resolution 2023-03** A Resolution of the Redevelopment Agency of Tooele City, Utah, Tentatively Adopting a Tentative Budget for Fiscal Year 2023-2024, and Establishing the Time and Place of a Public Hearing to Consider Its Adoption
Presented by Debbie Winn, Executive Director
5. **Minutes**
~ March 1, 2023, RDA Business Meeting
6. **Adjourn**

Michelle Y. Pitt, RDA Secretary

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

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2023-02

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (“RDA”) APPROVING AN AGREEMENT WITH ROCKY MOUNTAIN POWER FOR ELECTRIC POWER LINE IMPROVEMENTS IN THE TOOELE CITY COMMERCIAL PARK.

WHEREAS, on March 1, 2023, the RDA approved a purchase and sale agreement with Leitner-Poma, which agreement required the RDA to pay for the relocation of a certain power line from the property sold: “Seller shall pay for power line relocation”; and,

WHEREAS, having Rocky Mountain Power (“RMP”) relocate the power line will benefit the larger Tooele City Commercial Park in addition to Leitner-Poma; and,

WHEREAS, RMP has determined the cost to relocate the power line to be \$83,689.00; and,

WHEREAS, the RMP Agreement and maps are attached as a combined Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the Rocky Mountain Power agreement, attached as Exhibit A, is hereby approved, and the RDA Executive Director is hereby authorized to execute the same.

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

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

TOOELE CITY RDA

(For)

(Against)

ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, RDA Secretary

S E A L

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

Exhibit A

RMP Agreement and Maps

ROCKY MOUNTAIN POWER, a division of PACIFICORP CUSTOMER REQUESTED WORK AGREEMENT

This Customer Requested Work Agreement (this "Agreement"), dated April 10, 2023 ("Agreement Date"), is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **TOOELE CITY CORP**, ("Customer"), for work to be performed by Company for Customer at or near **1100 W 700 S, Tooele** in **Tooele** County, State of Utah.

Work Requested and Customer Work Requirements:

Overhead to Underground Conversion

INSTALL: 3#4/0AL PRIMARY WIRE, 2- 3PH GROUND SLEEVES, 1-45' POLE, 1- 3PH PRIMARY RISER, 2- DOWN GUYS, 1- 3PH DE ASSEMBLY. REMOVE 3#1/0AS PRIMARY WIRE, 3PH DDE ASSEMBLY, 3- DOWN GUYS, 6- 40' POLES, 2- 3PH LINE EXT ASSEMBLIES.

The Customer will provide, all necessary trenching and backfilling, and will furnish and install all conduit and duct required by Company. Company may abandon in place any underground cables installed under this Agreement that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company;
- b) Install and maintain property lines and survey stakes;
- c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities; and,
- d) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms.

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost.

This work agreement does not include any third-party relocation costs. Customer shall be solely responsible for obtaining cost estimates from any third-parties attached to the existing poles/facilities. Customer shall be solely responsible for making all necessary arrangements for removal of third-party facilities from Company's poles/facilities and arrangements with such third-parties for continuation of their communication lines, and paying the associated costs.

Customer Payment(s):

Payment to Company: In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs of the work in advance, with the understanding that there will be no other charges or refunds for the above specified work. The total advance for this work is \$83,689.00. Customer has previously paid for design, permitting or other work in the amount of \$1,000.00, with a **balance due of \$82,689.00. Estimated cost is valid for 90 days from the Agreement Date.**

Requested Date of Service: TBD

Tooele City Corp
Jared Stewart
90 N Main St
Tooele, UT 84074
Phone (435) 843-2149
Cellular (801) 834-3858
Email jareds@TooeleCity.org

Rocky Mountain Power
Pamela Neilson, Journeyman Estimator
555 N Main St
Tooele, UT 84074
Phone (435) 833-7926
Cellular (503) 457-7941
Email pamela.neilson@pacificorp.com

This Agreement, upon execution by both Company and Customer, shall be a binding agreement for work performed by Company to accommodate Customer at the Customer's expense. The provisions of Appendix A, General Terms and Conditions, are an integral part of this Agreement.

TOOELE CITY CORP

By _____
Signature

Title _____

Print name of Signing Officer

Date

ROCKY MOUNTAIN POWER

By _____
Signature.

Title Manager

Carlos Rugamas
Print name of Signing Manager/Officer

Date

Appendix A GENERAL TERMS AND CONDITIONS

LIABILITY AND INDEMNIFICATION

The Customer shall indemnify, defend and hold harmless the Company to this Agreement and the Company's officers, directors, agents, employees, successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by the Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the subject matter of this Agreement. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of the Company.

WAIVER OF JURY TRIAL

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

WORK COMPLETION

Company agrees to use commercially reasonable efforts towards work completion. Such completion is subject to timely Customer performance of any Customer required items including execution of this Agreement and associated payment. When there are emergencies or unanticipated events which cause power outages or threaten the Company's ability to provide electric service as it is legally required to provide as an electric utility company, then the Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that the Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel are removed from the work until they are available to continue the work plus 48 hours.

It is expressly agreed that the Company and those persons employed by the Company in connection with the work described herein are not employed by or employees of the Customer.

Company warrants that its work shall be consistent with prudent utility practices. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES. Company's liability for any action arising out of its activities relating to this Agreement shall be limited to repair or replacement of any non-operating or defective portion of the work. Under no circumstances shall Company be liable for economic losses, costs or damages, including but not limited to special, indirect, incidental, punitive, exemplary or consequential damages.

The Customer may, at reasonable times and by written agreement with the Company, request additional work within the general scope of the work as described in this Agreement or request the omission of or variation in the work, provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay the Company and such changes in scope are reasonably acceptable to the Company. Any such change to the scope of the work and the associated adjustment of costs shall be in writing and shall be submitted when obtained as an addendum to this Agreement after being signed by both parties.

GENERAL

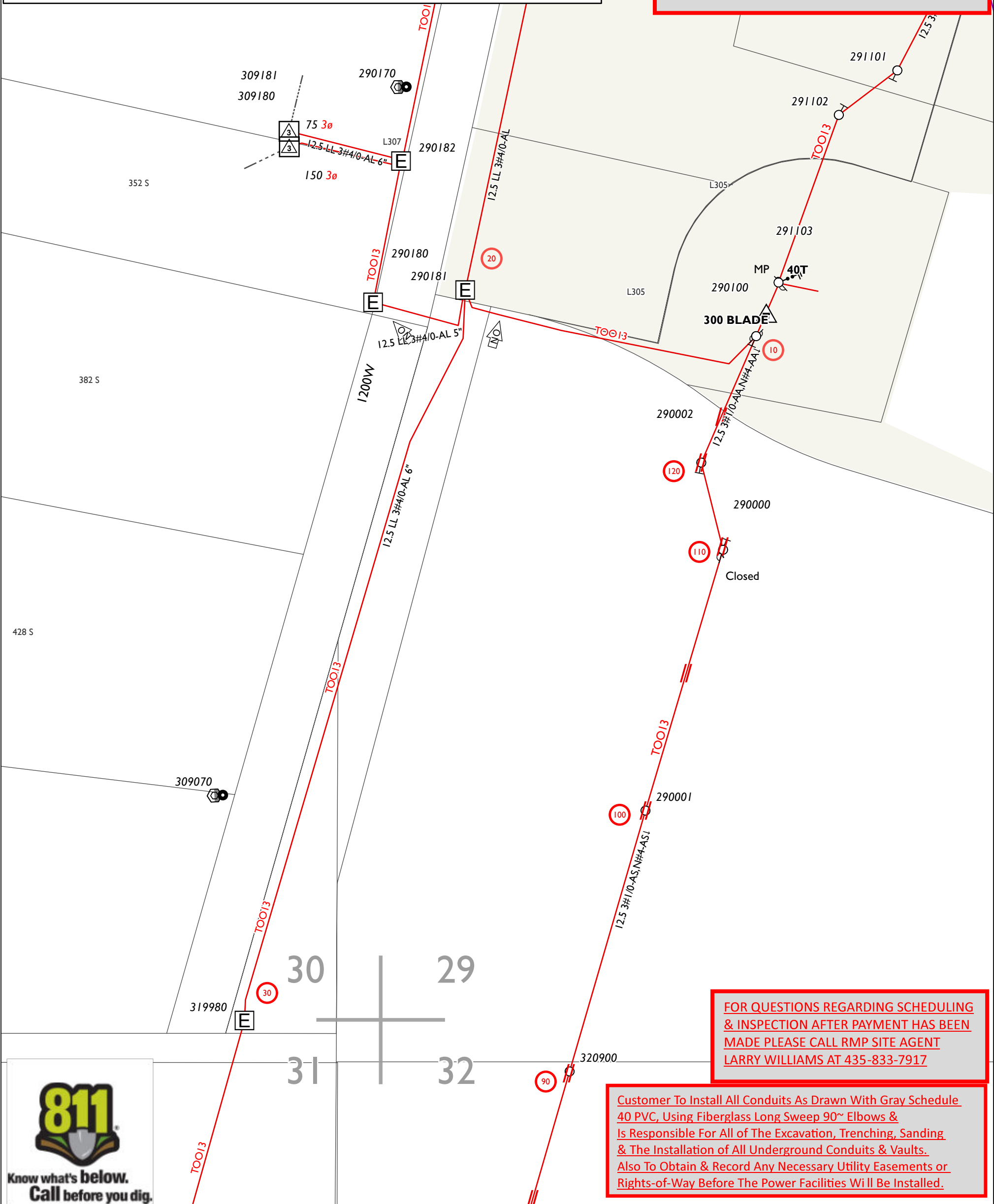
PAYMENTS: All bills or amounts due hereunder shall be payable to Company as set forth herein or on the 25th day following the postmarked date of the invoice if not otherwise specified. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

COLLECTION: Customer shall pay all costs of collection, including court costs and reasonable attorney's fees upon default of Customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Customer shall not assign this Agreement to any successor without the written consent of Company, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.

CUSTOMER TO INSTALL 6" GRAY SCH40 CONDUIT IN THE FOLLOWING LOCATIONS:
10-20, 20-30, 30-40 & 40-50

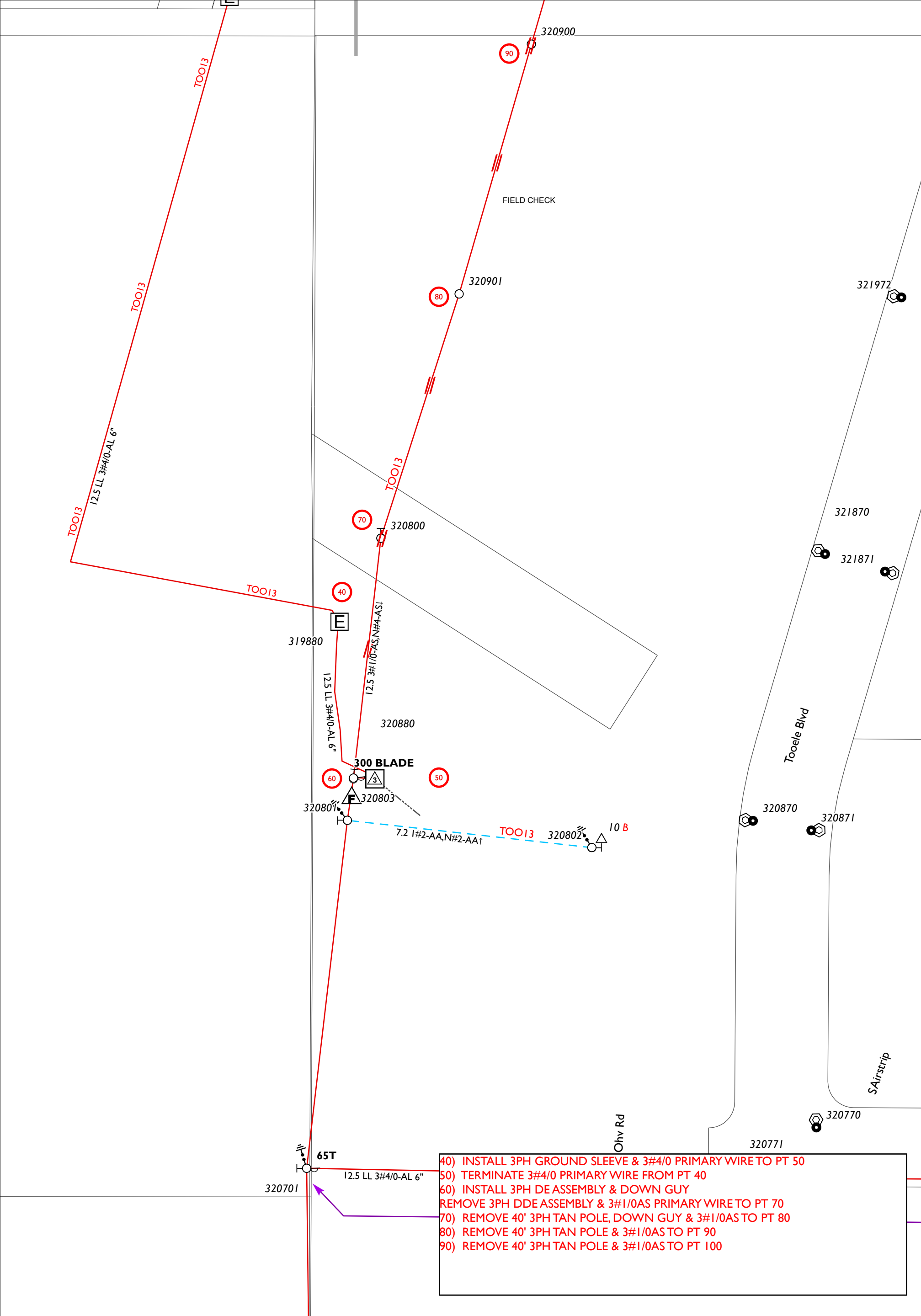
DATE: _____



FOR QUESTIONS REGARDING SCHEDULING
& INSPECTION AFTER PAYMENT HAS BEEN
MADE PLEASE CALL RMP SITE AGENT
LARRY WILLIAMS AT 435-833-7917

Customer To Install All Conduits As Drawn With Gray Schedule 40 PVC, Using Fiberglass Long Sweep 90° Elbows & Is Responsible For All of The Excavation, Trenching, Sanding & The Installation of All Underground Conduits & Vaults. Also To Obtain & Record Any Necessary Utility Easements or Rights-of-Way Before The Power Facilities Will Be Installed.

Foreman		Emp #	Job Start Date		W N E S  A BERKSHIRE HATHAWAY ENERGY COMPANY		
CC# 11446	WO# / REQ# 007023853	Map String 11303004.0	Job Comp Date		Page 1 of 2		
Customer: TOOELE CITY Address: 428 E 500 N			Circuit TOO13	Post Jobs ☐ RQII ☐ Posted ☐	EST ID# P34315	Print Date 4/4/2023	Scale 1 in = 100'



Foreman		Emp #	Job Start Date		W E S N PACIFICORP A BERKSHIRE HATHAWAY ENERGY COMPANY
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REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2023-03

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, TENTATIVELY ADOPTING A TENTATIVE BUDGET FOR FISCAL YEAR 2023-2024, AND ESTABLISHING THE TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER ITS ADOPTION.

WHEREAS, the staff of the Redevelopment Agency of Tooele City, Utah ("RDA") has prepared and filed the tentative budget for Fiscal Year 2023-2024 with the RDA's Board of Directors; and,

WHEREAS, the tentative budget was prepared in accordance with the requirements of U.C.A. §17C-1-601, et seq., as amended; and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the fiscal year 2023-2024 tentative RDA budget is hereby adopted; and,

IT IS FURTHER RESOLVED that a public hearing to consider the final adoption of the Redevelopment Agency of Tooele City, Utah budget for 2023-2024 shall be held on the 21st day of June, 2023, at 7:00 p.m., at Tooele City Council Chambers located at 90 North Main Street, Tooele, Utah.

The City Recorder shall cause notice of a public hearing to consider its adoption to be published by 1) posting a notice of the public hearing in at least three public places within the RDA boundaries, and 2) publishing notice on the Utah Public Notice Website at least one week before the public hearing, as required by U.C.A. §17c-1-601.5(4)(b).

The City Recorder shall cause the tentative budget approved hereby to be available for public inspection at least three days before the date of the public hearing, as required by U.C.A. §17C-1-601.5(4)(c).

IN WITNESS WHEREOF, this Resolution is passed by the Board of Directors of the Redevelopment Agency of Tooele City, Utah, this ____ day of _____, 2023.

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

(For)

(Against)

ABSTAINING: _____

RDA EXECUTIVE DIRECTOR:

ATTEST:

Michelle Y. Pitt, RDA Secretary

S E A L

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

Redevelopment Agency of Tooele City Council

Date: Wednesday, March 1, 2023

Time: 7:00 p.m.

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

Board Members Present:

Justin Brady
Maresa Manzione
Tony Graf
David McCall
Ed Hansen

City Employees Present:

Mayor Debbie Winn
Jim Bolser, Community Development Director
Adrian Day, Police Department Chief
Roger Baker, City Attorney
Michelle Pitt, City Recorder
Holly Potter, Deputy City Recorder
Darwin Cook, Parks and Recreation Director
Jared Stewart, Economic Development Director
Geoff Allred, Streets Supervisor

Minutes prepared by Katherin Yei

1. Open RDA Meeting

Chairwoman Manzione called the meeting to order at 7:00p.m.

2. Roll Call

Tony Graf, Present
David McCall, Present
Justin Brady, Present
Maresa Manzione, Present
Ed Hansen, Present

3. Resolution 2023-01 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving and Ratifying a Purchase Order and Sale Agreement with Leitner-Poma for 25-acres in the Tooele City Commercial Park

Presented by Jared Stewart, Economic Development Director

Mr. Stewart presented a ratification of a purchase and sale agreement with Leitner-Poma for 25 acres in the Tooele City Commercial Park. This represents the sale of the first property for the commercial park. The purchase price is \$2.23 million. There is a power line that goes through

the property. They have asked the City to pay for the relocation of it. As well as having a surveyor create boundaries. There is a water line that goes through the property and would be extremely pricey to relocate it. They have agreed to not build or store anything permanent over the water line. They will hire 100 people and be a great benefit to the City. They have not requested any property tax increment, but negotiated on sales price instead

Mr. Baker addressed the Board. The property was recently appraised. The sales price is the appraised amount.

Board Member Brady motioned to approve Resolution 2023-01. Board Member McCall seconded the motion. The vote was as follows: Board Member Hansen, "Aye," Board Member Graf, "Aye," Board Member Manzione, "Aye," Board Member Brady, "Aye," Board Member McCall, "Aye." The motion passed.

4. Adjourn

Chairwoman Manzione adjourned the meeting at 7:06 pm.

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

Approved this ____ day of March, 2023

Maresa Manzione, Redevelopment Agency Chairwoman