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**PUBLIC NOTICE**

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, February 6, 2019 at the hour of 7:00 P.M. The meeting will be held in the Tooele City Hall Council Room, located at 90 North Main Street, Tooele, Utah.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Mayor's Youth Recognition Awards**
4. **Public Comment Period**
5. **Public Hearing & Motion** on Ordinance 2019-01 An Ordinance of Tooele City Amending Tooele City Code Section 4-8-2 Regarding Street Construction Standards and Tooele City Code Chapter 4-11 Regarding Obstructions Within Street Rights-of-Way  
Presented by Jim Bolser
6. **Resolution 2019-12** A Resolution of the Tooele City Council Accepting the Completed Public Improvements Association with the Provide at Overlake Phase 2 Subdivision  
Presented by Jim Bolser
7. **Resolution 2019-11** A Resolution of the Tooele City Council Accepting The Completed Public Improvements Associated With The Peterson Industrial Depot Water Line  
Presented by Paul Hansen
8. **Resolution 2019-13** A Resolution of the Tooele City Council Approving and Ratifying a Contract with Middle Canyon Electric for Installation of Underground Conduit and Related Facilities for Rocky Mountain Power and Xfinity/Comcast for Construction of the Police Station at 50 North Garden Street  
Presented by Paul Hansen
9. **Resolution 2019-14** A Resolution of the Tooele City Council Approving and Ratifying a Contract with Broken Arrow Construction for Asbestos Abatement and Demolition of an Existing Structure Located at 59 North 100 East  
Presented by Paul Hansen
10. **Resolution 2019-15** A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment, and Authorizing its Disposal  
Presented by Michelle Pitt
11. **Minutes**
12. **Invoices**
13. **Adjourn**

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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 843-2110 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org), Prior to the Meeting

**TOOELE CITY CORPORATION**

**ORDINANCE 2019-01**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 4-8-2 REGARDING STREET CONSTRUCTION STANDARDS AND TOOELE CITY CODE CHAPTER 4-11 REGARDING OBSTRUCTIONS WITHIN STREET RIGHTS-OF-WAY.**

WHEREAS, Utah Code §10-9a-102 authorizes cities to enact ordinances, resolution, and rules and to enter other forms of land use controls they consider necessary or appropriate for the use and development of land within the municipality to provide for the health, safety, welfare, prosperity, peace and good order, comfort, convenience, and aesthetics of the municipality; and,

WHEREAS, Utah Code §10-8-8 enables cities “to lay out, establish, open, alter, widen, narrow, extend, grade, pave, or otherwise improve streets, alleys, avenues, boulevards” and associated improvements; and,

WHEREAS, Utah Code §10-8-11 enables cities to “regulate the use of streets, alleys, avenues” and associated improvements and to “remove obstructions and encroachments” from city streets; and,

WHEREAS, Utah Code §10-8-24 enables cities to act to prevent injury or obstruction to city streets; and,

WHEREAS, the design and standards for construction of streets and roads in Tooele City are governed by Tooele City Code Chapter 4-8; and,

WHEREAS, the design and construction of street rights-of-way is a critical component to ensure the safety, ease and convenience of travel and services within and throughout Tooele City; and,

WHEREAS, the design and construction of street rights-of-way is a critical component to ensure the proper storm water drainage and safety of the right-of-way; and,

WHEREAS, the design and construction of street rights-of-way is a critical component that can provide for the developability of certain areas of the community containing limitations or peculiarities which otherwise limit the possibilities for development; and,

WHEREAS, the control and regulation of obstructions within public street rights-of-way in Tooele City are governed within Tooele City Code Chapter 4-11; and,

WHEREAS, the control and regulation of obstructions within public street rights-of-way serves the safety, ease and comfort of travel through the community and the safety of community as a whole; and,

WHEREAS, in light of the above, the City Administration recommends that Tooele City Code Chapter 4-8 be amended as shown in Exhibit A to bring the City Code to better regulate the design and construction of street rights-of-way and provide for the health, safety, welfare, prosperity, peace and good order, comfort, convenience, and aesthetics of the community; and,

WHEREAS, in light of the above, the City Administration recommends that Tooele City Code Chapter 4-11 be amended as shown in Exhibit B to bring the City Code to better regulate obstructions within public street rights-of-way and provide for the health, safety, welfare, prosperity, peace and good order, comfort,

convenience, and aesthetics of the community:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TOOELE CITY that Tooele City Code Chapters 4-8 and 4-11 are hereby amended as shown in Exhibit A and Exhibit B.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

## **EXHIBIT A**

### **Tooele City Code Chapter 4-8**

**4-8-2. Street Design.**

- (4) Dead end streets, including cul-de-sacs, where permitted, shall not be more than 250 feet in length measured from the centerline of the last intersecting street to the centerpoint of the turnaround area. Cul-de-sacs shall have a minimum outside right-of-way radius of 50 feet at the closed end, unless the street ends at a point where the subdivider or developer intends to extend a street pursuant to a preliminary plan submitted and approved by the City, in which case the turnaround may be a minimum radius of 40 feet and constructed of a temporary nature acceptable to the Tooele City Fire Department. Cul-de-sacs may be extended beyond 250 feet with written findings from the Public Works Director that:
- (a) doing so is necessary to reasonably develop properties adjacent to the cul-de-sac;
  - (b) doing so is necessary to provide vehicular safe access and utility service to the properties adjacent to the cul-de-sac;
  - (c) no other option exists for providing access to the properties adjacent to the cul-de-sac; and
  - (d) doing so will not violate applicable provisions of the building or fire codes.
- (5) No more than two cross streets shall intersect at any one intersection.
- (6) Street grades shall be:
- (a) more than 1.0% without written findings from the Public Works Director establishing that the grade must be less, but in no case shall be less than 0.5%;
  - (b) less than 10% for minor collector streets, local streets, and alleys; and
  - (c) less than 7% for major collector and arterial streets.

**EXHIBIT B**

**Tooele City Code Chapter 4-11**

**4-11-19. Obstructions.**

- (1) No person shall place or cause to be placed anywhere upon a public street or sidewalk, and no person owning, occupying, or having control of any premises shall, after reasonable notice by the City of Tooele, suffer to be or remain in front of the sidewalk or the half of the street next to any premises:
  - (a) any broken ware, glass, filth, dirt, gravel, rubbish, refuse, garbage, ashes, cans, or other like substances;
  - (b) any vehicles, lumber, wood, boxes, fencing, building material, merchandise, or other thing which obstructs the public street or sidewalk, or any part thereof, without the permission of the Mayor; or,
  - (c) any goods, wares, merchandise for sale or show, or otherwise beyond the front line of the lot where goods, wares, or merchandise are sold or offered for sale, except as allowed in Section 7-16-3 Note 4.
- (2) No person shall place or cause to be placed anywhere upon any street or sidewalk any earthen materials before, during, or after construction for the intended or unintended purpose of:
  - (a) temporary or permanent storage of those materials;
  - (b) bridging of the curb and gutter or sidewalk;
  - (c) blocking clogging, or otherwise hindering the movement or flow of storm water or the travel of pedestrian or vehicle traffic; or,
  - (d) any other purpose that could reasonably cause any damage or obstruction to public or private infrastructure.
- (3) All obstructions placed anywhere upon a public street or sidewalk contrary to this Section or to Section 7-16-3 Note 4 are a threat to the public health and safety and may be removed, confiscated, and disposed of immediately by the City.
- (4) No person shall place or cause to be placed anywhere upon a public street, sidewalk, or within a street right-of-way a dumpster, garbage or refuse collection container, storage container, or other similar structure or device before, during, or after construction of a structure on an adjacent property. All such structures or devices, when allowed, shall be located on properties adjacent to the right-of-way for which the structure or device is serving.

**4-11-21. Penalties.**

A violation of any provision of this Chapter shall be an infraction.



**TOOELE CITY CORPORATION**

**RESOLUTION 2019-12**

**A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROVIDENCE AT OVERLAKE PHASE 2 SUBDIVISION.**

WHEREAS, Tooele City previously approved a subdivision final plat for the Providence at Overlake phase 2 subdivision (the "Subdivision"); and,

WHEREAS, Tooele City Code §7-19-35 requires that public improvements constructed in connection with an approved subdivision be accepted by Resolution of the City Council following verification by the City Engineer or the Director of Public Works that all the public improvements have been satisfactorily completed in accordance with the approved engineering plans and specifications and City standards; and,

WHEREAS, H and K Schmidt Investments LLC has provided a proper bond agreement with Tooele City for the portion of the Subdivision's public improvements located within existing public rights-of-way, dated June 25, 2018, in the amount of \$46,954.80; and,

WHEREAS, H and K Schmidt Investments LLC has provided a proper bond agreement with Tooele City for the portion of the Subdivision's public improvements located within the Subdivision that are not yet completed, dated \_\_\_\_\_, in the amount of \$63,979.72, for the purpose of allowing the Subdivision plat to be recorded and individual residential lots sold; and,

WHEREAS, both of the above-referenced bond agreements contain the following language:

*under the Tooele City Code, the Improvements must be completed, inspected, and accepted prior to the issuance of a building permit for the land use approval or prior to the recordation of a subdivision final plat, as the case may be, except that a subdivision final plat may be recorded prior to the completion, inspection, and acceptance of the Improvements where the Applicant has completed an approved bond agreement and provided an associated bond*

[emphasis added]; and,

WHEREAS, the required verification that a portion of the Subdivision's public improvements have been completed has been provided by way of the Certificate of Completion of Public Works attached as Exhibit A; and,

WHEREAS, other required public improvements in the Subdivision remain to be

completed; and,

WHEREAS, at such time as the remaining Subdivision public improvements are completed, a second resolution will be presented to the City Council to accept those improvements:

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

1. the completed public improvements associated with the Subdivision are hereby accepted, those improvements being reflected in the Certificate of Completion of Public Works attached hereto as Exhibit A; and,
2. the incomplete public improvements associated with the Subdivision are hereby not accepted, those improvements being reflected in the Certificate of Completion of Public Works attached hereto as Exhibit A; and,
3. the one-year warranty period on all accepted public improvements shall begin as of the date of approval of this Resolution.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt  
Tooele City Recorder

S E A L

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

## Exhibit A

### Certificate of Completion of Public Works (Partial Completion)

TOOELE CITY CORPORATION  
 90 NORTH MAIN  
 TOOELE, UTAH 84074  
 (435) 843-2130



## Certificate of Completion of Public Works

(Start of One-Year Warranty)

Date: 01/28/2019

Permit No: P18-245	Public Work Elements	Completed	Not Complete	Not Required
Project Name: Providence @ Overlake, Phase 2	Culinary Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Secondary Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Address: 400 West Clemente Way Tooele, Utah 84074	Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Storm Drain / Pond	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner/Developer: Howard Schmidt PO Box 95410 South Jordan, Utah 84095	Roads	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Curb & Gutter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Sidewalk	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Street Lights	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Landscaping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Other / Comments: Public improvement landscaping not completed due to winter weather conditions, bonded for completion. Although not for the purposes of occupancy the City mimicked the provision of Section 7-22-4 for public landscaping in new developments to allow building permit issuance

Note: \* The above Public Work Elements are general in nature. See Public Works for detailed descriptions and comments:

Based upon review of documentation provided by the Developer/Owner, inspection records on file with the Community Development Department and upon site review, the above referenced public improvements for this project have been satisfactorily completed in accordance with the approved construction plans and specifications and Tooele City Standards.

Recommended By	Title	Date
	Civil Inspector	1/28/2019
	City Engineer	1-29-19
	Public Works	01-31-19
	Community Development	1/31/19

Acknowledged and Accepted \_\_\_\_\_  
 City Council, Chair \_\_\_\_\_  
 Date \_\_\_\_\_

Scheduled Date for End of Warranty Final inspection: 01/28/2020

TOOELE CITY CORPORATION  
90 NORTH MAIN  
TOOELE, UTAH 84074  
(435) 843-2130



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***Certificate of Completion of Public Works***  
**(Start of One-Year Warranty)**

Permit No: P18-245  
Page 2 of 2

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Providence Way



Providence Way



Lauren Lane



Lauren Lane



400 West

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-11**

**A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PETERSON INDUSTRIAL DEPOT WATER LINE.**

WHEREAS, Tooele City previously approved a building permit for Peterson Industrial Depot (“PID”) to case a city water main line running beneath new PID railroad tracks, a project called the Waterline Casing at Peterson Industrial Depot (the “Project”); and,

WHEREAS, Tooele City Code §7-11-13 and §7-19-35 require that public improvements constructed in connection with an approved subdivision and/or site plan be accepted by Resolution of the City Council following verification by the City Engineer or Public Works Director that all the improvements have been satisfactorily completed in accordance with the approved engineering plans and specifications; and,

WHEREAS, PID posted an acceptable cash bond for the Project by Bond Agreement dated October 28, 2018; and,

WHEREAS, the required verification associated with the Project has been provided by way of the Inspection Report attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the completed public improvements associated with the Project are hereby accepted, and that the one-year warranty period shall begin as of the date of this Resolution.

This Resolution shall become effective on the date of passage.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt  
Tooele City Recorder

S E A L

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



Exhibit A

Inspection Report

**Address of Inspection:** RR Crossing Emerald Rd, Tooele, UT 84074

**Owner / Property Manager:** \_\_\_\_\_

**Occupant / Tenant:** \_\_\_\_\_

## Building Inspection

Clearances	Status	Notes
Sewer Lateral		
Water Lateral		
Meter Vault		
Electricity		
Other:	<i>Approved</i>	Water main casing
Building: Subrough	Status	Notes
Excavation		
Footings		
Foundation		
Electrical		
Mechanical		
Plumbing		
SE Conduit		
Other:		
Building: Rough	Status	Notes
Building		
Electrical		
Power to Panel		
Mechanical		
Plumbing		
Gas Line		
Bond Beam		
Weather Resistive Barrier		
Insulation		
Drywall		
Other:		
Building: Final	Status	Notes
Building		
Electrical		
Mechanical		
Plumbing		
Water Meter Box		

Grading / Excavation

Other:

Approved

Final

**Status:** Pass

**Comments:**

Site inspections during construction were preformed. Final inspection no faults noted.



**Signature:** \_\_\_\_\_

**Date:** 11/15/2018

**Inspection Attachments:**

Title: 46AF98D4-297A-413B-825E-41226C6A3F30.jpeg



Title: B5FF5DD9-FC22-4E3E-9BEE-BDAF26C89ED7.jpeg



**TOOELE CITY CORPORATION**

**RESOLUTION 2019-13**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A CONTRACT WITH MIDDLE CANYON ELECTRIC FOR INSTALLATION OF UNDERGROUND CONDUIT AND RELATED FACILITIES FOR ROCKY MOUNTAIN POWER AND XFINITY/COMCAST FOR CONSTRUCTION OF THE POLICE STATION AT 50 NORTH GARDEN STREET.**

WHEREAS, Tooele City intends to construct a new Police Station on property located at 50 North Garden Street; and,

WHEREAS, in order to construct the new facility, it is necessary to abandon and vacate existing overhead utility lines owned and operated by Rocky Mountain Power and Xfinity/Comcast; and,

WHEREAS, in order to mitigate these lines, the City is required to install buried conduit along the west, north and east sides of the Police Station property; and,

WHEREAS, Middle Canyon Electric has submitted a cost proposal of Twenty-Four Thousand One Hundred Thirty-Two Dollars (\$24,132.00) to perform the required conduit installation; and,

WHEREAS, the scope and services for the underground conduit and related facilities are as described in the attached Proposal dated January 14, 2019 (Exhibit "A"); and,

WHEREAS, funding for the study will be paid using revenue from the Public Safety (Police) Impact Fee fund; and,

WHEREAS, The Tooele City Council was polled prior to the Council meeting, and provided unanimous support and approval for the Mayor to proceed with signing the agreement prior to this action:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council ratifies a contract signed by the Mayor with Middle Canyon Electric in the amount of Twenty Four Thousand One Hundred Thirty Two Dollars (\$24,132.00) to perform the installation of underground conduit and related facilities for Rocky Mountain Power and Xfinity/comcast as requested by the City (Exhibit "B").

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 \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

# Exhibit A

## Conduit Installation Proposal

Exhibit B

Agreement



**MIDDLE  
CANYON  
ELECTRIC**

LLC.

JEREMY CANDELARIO (435) 840-3925

FAX (435) 843-8322

**ELECTRICAL — INSTRUMENTATION — PROCESS CONTROL**

492 PLATEAU RD.

TOOELE, UTAH 84074

Email [middle\\_canyon\\_electric@hotmail.com](mailto:middle_canyon_electric@hotmail.com)

1/14/19



**Total: \$24,132.00**

**Total: \$23,032.00 (Tooele City Supplied 2 inch PVC sch 40)**

**RFP: Tooele City Utility Relocation**

We are pleased to provide an Electrical bid proposal for the above referenced project. Using Electrical drawings and Pacific Corp Specifications Middle Canyon Electric proposes to install 2- 2 inch PVC conduits, 3" PVC conduits and 4" PVC utility conduits identified in Specifications, and Review drawings.

**Items included in this Proposal:**

- All electrical material and Labor identified in Pacific Corps Specification's, and site Drawings.
- Trenching and Back Fill.
- Removal of Concrete & Pouring of Cruz Auto Approach
- RMP approved Ground sleeve vault.

**Assumptions/Clarifications:**

- All permits to be waved by Tooele City.
- This quote includes all items noted (By the City)

**Additional line item cost:**

**Conduit Bedding**

**Tree Removal (3 trees)**

**Remove and Replace South Sidewalk**

\$3,000.00

\$1,500.00

\$1,300.00

*Added  
Into 24,132.00*

Thank you for this opportunity!

Jeremy Candelario

Middle Canyon Electric, LLC

**Certified VOSB (Veteran Own Small Business)**

**Certified 8(A)**

DOCUMENT 00 52 00

AGREEMENT

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: Middle Canyon Electric
- B. Address: 492 Plateau Road, Tooele, Utah 84074
- C. Telephone number: (435) 840-3925
- D. Facsimile number: (435) 843-8322

**1.2 OWNER**

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

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**RMP and Comcast Conduit Installation**

**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: Twenty Four Thousand One Hundred Thirty Two Dollars (\$24,132.00)

## 2.2 CONTRACT TIME

- A. The Work shall be substantially completed by February 15, 2019 and fully completed by February 20, 2019.
- 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.

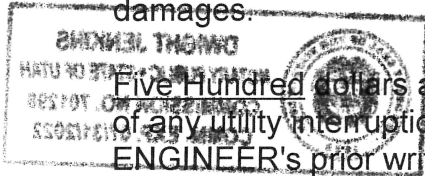
## 2.4 LIQUIDATED DAMAGES

- 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 \_\_\_\_\_, 2019.

#### 3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: \_\_\_\_\_
- B. Please print name here: Jeremy Gandelario
- C. Title: Owner
- D. CONTRACTOR's Utah license number: 5286307-5501

**Acknowledgment**

State of Utah )  
County of Tooele ) ss.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2019.

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

Dwight Jenkins  
Notary's signature  
Tooele, Utah  
Residing at  
7-31-2022  
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

SEAL

APPROVED AS TO FORM

\_\_\_\_\_  
Roger Evans Baker  
Tooele City Attorney

END OF DOCUMENT

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-14**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A CONTRACT WITH BROKEN ARROW CONSTRUCTION FOR ASBESTOS ABATEMENT AND DEMOLITION OF AN EXISTING STRUCTURE LOCATED AT 59 NORTH 100 EAST.**

WHEREAS, Tooele City intends to construct a new Police Station on property located at 50 North Garden Street, which encompasses the 59 North 100 East parcel; and,

WHEREAS, in order to construct the new facility, it is necessary to demolish an existing structure located on the subject property; and,

WHEREAS, in conformance with State Law, the City has performed an asbestos study on the existing home and has identified asbestos that must be abated prior to demolition; and,

WHEREAS, Broken Arrow Construction has submitted a cost proposal of Thirty-Five Thousand Three Hundred Ten Dollars Ninety One Cents (\$35,310.91) to perform the asbestos abatement and the demolition of the home in compliance with all applicable regulations; and,

WHEREAS, the scope and services of the asbestos abatement and demolition are as described in the attached Proposal dated January 14, 2019 (Exhibit "A"); and,

WHEREAS, funding for the study will be paid using revenue from the Public Safety (Police) impact fee fund; and,

WHEREAS, The Tooele City Council was polled prior to the Council meeting, and provided unanimous support and approval for the Mayor to proceed with signing the agreement prior to this action:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council ratifies a contract signed by the Mayor with Broken Arrow Construction in the amount of Thirty-Five Thousand Three Hundred Ten Dollars Ninety One Cents (\$35,310.91) to perform the asbestos abatement and demolition of the structure requested by the City (Exhibit "B").

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 \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

## Exhibit A

# Asbestos Abatement and Demolition Proposal



Exhibit B

Agreement

**Bid To :**

Paul Hansen  
 Tooele City Corporation  
 90 North Main Street  
 Tooele, Utah, 84074  
 Phone: 435.843.2130  
 Fax: 435.843.2139

Email : paulh@tooelecity.org

**Project :** # 574 Tooele City - House Demolition  
 @ 59 N. 100 E.



**GENERAL CONTRACTOR**

**Broken Arrow Inc.**

8960 Clinton Landing Road  
 Lake Point, UT 84074

Prep By: Travis Loader

Date : 1/14/2019

Office: 801-355-0527

Mobile: 435-840-4727

Email: tloader@brokenarrowusa.com

SUMMARY OF SERVICES	SUMMARY OF BID ITEMS		BID AMOUNT	
Broken Arrow Inc. is pleased to submit this estimate for the scope of work outline below.	<b>100 SITE WORK</b>		<b>35,310.91</b>	
<p>Asbestos Abatement Scope of Work:            Remove, transport, and dispose of approximately 3,500 sq. ft. of plaster from throughout the house.            NOTE: We will bag all the debris and contaminated debris inside the house as asbestos containing waste.            Remove, transport, and dispose of approximately 125 ln. ft. of asbestos HVAC duct tape.            NOTE: We will demo all the HVAC ducting and furnace as needed to remove the material.            NOTE: We will provide our own power and water for the duration of the project.            NOTE: This project will take 5 shifts to complete and requires a 10-Day NESHAP notification prior to starting.            NOTE: We could start this project in 2 weeks (Start on Monday January 28) and complete it 1 week later (Complete on Friday Feb 1)</p> <p>Price includes:            Proper bagging/barreling of waste and hauling to approved waste facility.            Workers compensation and asbestos liability insurance coverage.            Work includes state-of-the-art full-containment methods with HEPA-filtered negative-pressure working environment.            Proper environmental engineering and fiber control procedures will be followed at all times.            All work will be performed in accordance with Federal and State regulations.</p> <p>As soon as the abatement is complete Broken Arrow will begin the demolition. We are estimating 2 days to complete the work.</p> <p>Exclusions:            Inspection            Surveying            Permits and/or Bonds            Dewatering            Construction Water</p>	<b>PROPOSAL TOTAL</b>		<b>35,310.91</b>	
DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
<b>100 SITE WORK</b>				
Demolition of Existing House (Includes: Demolition of House & Trees, Load & Haul-Off All Waste Materials To Appropriate Disposal Facility, Site Grading, & Site Cleanup)	1.00	LS	15,424.96	15,424.96
Asbestos Abatement	1.00	LS	19,885.95	19,885.95
			<b>SUBTOTAL</b>	<b>35,310.91</b>
			<b>ESTIMATE TOTAL :</b>	<b>\$35,310.91</b>

Acceptance of Proposal - The above prices, specifications, conditions, quantities, and scope of work are satisfactory and are hereby accepted. Broken Arrow Inc. is authorized to proceed with the work as specified. Payments shall follow the contract terms upon an executed contract. Otherwise, all payments on completed work will be net 30 days. Broken Arrow Inc. will only invoice for installed quantities. Any alteration or deviation from above specifications, conditions, quantities, and scope of work which will increase or decrease costs will be executed only upon written orders. Late payments shall be subject to a 2% monthly (24 % annual) interest fee. All collection costs incurred on delinquent account shall be paid by the customer.

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and BROKEN ARROW of 8960 Clinton Landing, Lake Point, Utah 84074, a corporation, (hereinafter “Contractor”) enter into this Agreement on the 29 day of January, 2019 (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City: asbestos abatement and demolition of a structure located at 59 North 100 East in Tooele City as outlined in the attached scope of services letter dated January 15, 2019.
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
  - a. Rate. The City shall pay the Contractor the sum of **\$35,310.91** for fully performing the Services, pursuant to invoice.
  - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
  - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **February 28, 2019**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
  - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
  - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
  - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
  - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

- e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
  - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

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

TOOELE CITY CORPORATION

CONTRACTOR

\_\_\_\_\_  
Debra E. Winn, Tooele City Mayor

\_\_\_\_\_  
Signature  
Print Name/Title: \_\_\_\_\_  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney



## UTAH RETIREMENT SYSTEMS POST-EMPLOYMENT/POST-RETIREMENT RESTRICTIONS ACT CERTIFICATION & RELEASE

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

### CHECK APPLICABLE BOX:

- Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-15**

**A RESOLUTION OF THE TOOELE CITY COUNCIL DECLARING SURPLUS CERTAIN TECHNOLOGY-RELATED EQUIPMENT, AND AUTHORIZING ITS DISPOSAL.**

WHEREAS, the Tooele City's Library has identified a number of technology-related equipment items, to include computers, that are no longer capable of meeting Tooele City's technology needs (see list of equipment attached as Exhibit A); and,

WHEREAS, the City Administration implemented a written policy, effective August 6, 2013, for the disposal of surplus technology-related equipment (see policy attached as Exhibit B); and,

WHEREAS, it is in the City's interest to make full use of technology-related equipment and then to dispose of, pursuant to policy, whatever equipment no longer serves the public interest; and,

WHEREAS, wherever possible, the City disposes of technology-related equipment by recycling it with a reputable local recycling company to minimize waste and environmental contamination:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the equipment listed in Exhibit A is hereby declared surplus and authorized for disposal pursuant to the policy attached as Exhibit B.

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 \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

# Exhibit A

## List of Surplus Equipment



**Salvage List – Tooele City Library****01/23/2019****DESKTOP COMPUTERS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
1	Gateway ATXAEG LX2 E6000	0028701781	Replaced by newer equipment
2	Lenovo ThinkCentre M series	1S7518E1UMJWLMBL	Replaced by newer equipment
3	Lenovo ThinkCentre M series	1S7518E1UMJLKGAB	Replaced by newer equipment
4	Lenovo ThinkCentre M series	1S7518E1UMJKNYBG	Replaced by newer equipment
5	Lenovo ThinkCentre M series	1S7518E1UMJWLMMM	Replaced by newer equipment
6	Dell Optiplex 760	3JFWDK1	Replaced by newer equipment
7	HP Compaq 8000f Elite	MXL1060WVG	Replaced by newer equipment
8	HP Compaq 8000f Elite	MXL1060WTC	Replaced by newer equipment
9	HP Compaq 8000f Elite	MXL1060WVH	Replaced by newer equipment
10	Asus AWE Digital Learning Stn	D1PTBX000860	No longer working
11	HP ProDesk 400 G1 SFF	2UA417139G	Replaced by newer equipment
12	Lenovo ThinkCentre M series	1S7518E1UMJLKGAP	Replaced by newer equipment

**LAPTOP COMPUTERS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
13	HP Compaq nc6320	CNU7192GYJ	Replaced by newer equipment
14	HP ProBook 4540s	2CE3060694	Replaced by newer equipment
15	HP ProBook 4540s	2CE3051GKF	Replaced by newer equipment
16	HP EliteBook 8440p	CND1124B9K	Replaced by newer equipment
17	HP EliteBook 8440p	CND1257119	Replaced by newer equipment
18	HP ProBook 4520s	2CE0220H0L	Replaced by newer equipment
19	HP EliteBook 8440p	CND110118S	No longer working
20	HP EliteBook 8440p	CND1153PPL	No longer working

**MONITORS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
21	HP Compaq LA1751g	3CQ9530MDK	Replaced by newer equipment
22	HP Compaq LA1751g	3CQ9530MF2	Replaced by newer equipment
23	HP Compaq LA1751g	3CQ9530MFV	Replaced by newer equipment
24	HP Compaq LA1751g	CNC230QJV7	Replaced by newer equipment

**NETWORK EQUIPMENT & PRINTERS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
25	Dell SonicWall TZ205	C0EAE436C3CC	Replaced by newer equipment
26	iBoss 14500 filtering appliance	PT000210530	Replaced by newer equipment
27	HP LJ M602n B&W printer	CNBCD482J5	Replaced by newer equipment

**UPS BATTERY BACKUPS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
28	APC Back-UPS ES 350	NA	Replaced by newer equipment
29	APC Back-UPS ES 550	NA	Replaced by newer equipment
30	Tripp Lite 2200VA	NA	Replaced by newer equipment

**MISC ITEMS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
31	Keyboards (10)	NA	Replaced by newer equipment
32	Headphones (4)	NA	No longer working
33	Mice (18)	NA	Replaced by newer equipment
34	Samsung Digital Camera	35311069	Replaced by newer equipment
35	Barcode readers (7)	NA	Replaced by newer equipment
36	Azuradisc disc cleaner	G105B100330	No longer working
37	Microfilm reader	NA	Replaced by newer equipment

## Exhibit B

### Disposal Policy

## Disposal of Technology-Related Equipment Procedure

1. As employees get new technology-related equipment/items or no longer need certain equipment/items, they will give the old or unwanted equipment/items to the Information Systems (I.S.) Department;
2. The I.S. Department will keep the equipment/items intact for minimum of 3 months in case employees need to retrieve files or other information from it;
3. After the appropriate time has passed, the I.S. Department will determine if there are parts that can be salvaged from the equipment/items;
4. If parts can be salvaged from the equipment/items, the I.S. Department will tear down the equipment/items, take and store the parts;
5. The I.S. Department will make a list of the equipment/items to be disposed (after parts have been salvaged), by description, model, make, part number, or any other identifying names and/or numbers;
6. The list will be taken to the City Council by Resolution to be declared surplus, along with a recommendation of the desired method of disposal;
7. Equipment/items do not need to be presented to City Council individually, rather a listing of multiple equipment/items and types may be taken at the same time to the City Council to be declared surplus through a single Resolution;
8. The equipment/items will be disposed of, sold, donated, or recycled according to the method declared in the Resolution;
9. Any proceeds from the sale of, or recycling of, equipment/items will be returned to the Tooele City Finance Department;
10. After the equipment/items have been declared surplus, the I.S. Department will erase all data contained in the equipment/item(s) so that information cannot be retrieved from the equipment/item(s), and following procedure will be followed:
  - a. If equipment/items are deemed completely unusable, or the worth is determined to be under \$100, they may be disposed of.
  - b. If equipment/items are to be sold:
    - i. The sale of surplus equipment/items will be properly noticed;
    - ii. Sealed bids will be received;
    - iii. Equipment/item will be sold as is to the highest bidder;
    - iv. The highest bidder must make payment in cash within 24 hours to the Finance Department prior to receiving any equipment/items. Otherwise the next-high bid will be accepted.
  - c. If the equipment/items are to be donated:
    - i. The donation of surplus equipment/items will be properly noticed;
    - ii. Equipment/items will be donated as is to another state agency or non-profit agency with a written agreement between the two entities.
    - iii. If equipment/items are to be recycled, the equipment/items will be recycled through a local recycling center or a center near and economically feasible to the city.
11. After equipment/items have been disposed of, through one of the means described above, the I.S. Department will retain records of said disposal for 3 years.

12. At no time will any equipment/item(s) be given to an employee, unless an employee is the highest bidder in the sale process listed in Item #10(b) above. Notwithstanding the previous statement, at no time may a member of the IS Department, or any other employee involved in the decision making process that declared the property as surplus, bid for or purchase equipment that was declared surplus by the Department.

**Tooele City Council and the  
Tooele City Redevelopment Agency  
Work Session Meeting Minutes**

Date: Wednesday, January 16, 2019  
Time: 5:00 p.m.  
Place: Tooele City Hall, Large Conference Room  
90 North Main St., Tooele, Utah

**City Council Members Present:**

Steve Pruden, Chair  
Dave McCall  
Scott Wardle  
Brad Pratt  
Melodi Gochis

**City Employees Present:**

Mayor Debbie Winn  
Glenn Caldwell, Finance Director  
Roger Baker, City Attorney  
Michelle Pitt, Recorder  
Jim Bolser, Community Development Director  
Andrew Aagard, City Planner  
Steve Evans, Public Works Director  
Paul Hansen, City Engineer  
Randy Sant, Redevelopment Agency Director

Minutes prepared by Michelle Pitt

**1. Open Meeting**

Chairman Pruden called the meeting to order at 5:00 p.m.

**2. Roll Call**

Steve Pruden, Present  
Dave McCall, Present  
Scott Wardle, Present  
Brad Pratt, Present  
Melodi Gochis, Present

**3. Discussion:**

- Council Chair and Board/Committee Assignments

Council Member Pratt stated that the RDA Chair and Vice Chair positions would be voted on in the RDA meeting later tonight. Mr. Baker added that the Council could discuss those positions in this meeting because this meeting was noticed as a joint meeting. Council Member Pratt said that the RDA Bylaws dictated that it be taken care of in the RDA meeting.

Council Member Wardle said that traditionally the Council has stayed in a two year cycle. Unless there was a feeling on the Council to make changes, he suggested that they stay in their current positions. Council Member Pratt expressed appreciation to the Mayor and her work with the Council, and recommended that the Chair and Vice Chair stay to for another year. Council Member Gochis agreed. She indicated that she was happy with her committee assignments that she has, but asked if other committees could be added. Council Member McCall agreed to leave committee assignments as they are.

Chairman Pruden stated that he is no longer attending the Utah League of Cities and Towns Legislative Policy meetings, and asked that someone else serve on that committee. The Mayor indicated that there are three seats on this committee, and that she and Mr. Baker fill two of the seats. Chairman Pruden added that the committee meetings only run for about 11 weeks, January through March, when the legislature is in session. Council Member McCall indicated that he would like to serve on this committee.

No other changes were proposed to the current list.

Mr. Bolser stated that in past meetings it had been discussed of having a subcommittee for code text amendments when they are of a larger scale, or on a chapter scale. The subcommittee would work through ideas and brings drafts back to the Council. There are currently two issues for such a subcommittee to discuss: parking and multi-family zones. Council Member Wardle indicated that he would serve on a subcommittee for the proposed parking amendments, and Council Member McCall volunteered to serve on the subcommittee for the proposed multi-family amendments.

The Council asked about subcommittees for water districts. Chairman Pruden explained that Mr. Evans was still discussing this issue with the irrigation companies. As that comes available, the Council will address it at that time.

- Traffic and Utility Modeling Related to the Berra Boulevard Zoning Map Amendment Request  
Presented by Jim Bolser

Chairman Pruden reminded those in attendance that this was not a public meeting and not a time for comment. He added that there would be a business meeting at a later date which would be a time for the public to comment.

Mr. Bolser stated that the Planning Commission held a public hearing regarding this application. After that meeting, when it was brought before the Council for discussion, the Council requested

that three items be prepared and addressed: water modeling, wastewater modeling, and a traffic study. The traffic study was done by Joe Perrin, with A Trans. Mr. Bolser introduced and turned the time over to Mr. Perrin who explained the traffic study.

Mr. Perrin stated that the current intersections function, but there is a need to expand them. Mr. Perrin explained that he compared what was proposed versus what it was zoned for. He found that yes, there would be additional traffic with the proposed development. He said that the primary concern is Aaron Drive because it is close to SR36. The road was installed closer to Main Street than what is usually installed. He recommended: additional striping on the southern approach to Aaron Drive to create a separation between the left turn movement and the right turn movement; striping and signing the intersection with "DO NOT BLOCK" signs to minimize queue stacking through the intersection; and discussing with UDOT the possibility of a half cycle in the morning peak period at 2000 North and Main Street to reduce the queue.

Council Member Gochis asked if they took in to consideration the impact a new high school in that area would have on the traffic. Mr. Perrin said that they considered students coming in to the school, and parents going out.

Council Member Wardle said that the homes on Berra Boulevard and the homes currently north of the hospital would probably take 2400 North. Mr. Perrin said that the high school traffic and people north would probably travel on 2400 North, and people on the south would use 2000 North.

Chairman Pruden stated that it was important, as they consider the rezone, to include the high school students and the anticipated traffic. He added that he was concerned that this development, if approved as proposed, would make the left turn lane off Aaron Drive undersized. He also expressed concern about the back up on the highway which might interfere with emergency services getting in to the hospital.

Chairman Pruden went on to say that the City can't penalize Maverick for being where they are. He felt they are an asset to that part of town. He said that in making this decision, the Council has to entertain all of the factors and can't allow any further impediment of the accessibility of the hospital.

Council Member McCall agreed, but stated that he felt that when the entrance was put there it was poorly designed. Council Member McCall added that either the City or UDOT needed to deal with it because of the entrance on to SR36. Chairman Pruden asked if the City should talk with UDOT to entertain a fix at that intersection, or to extend the right turn lane off Main Street. Mr. Hansen said that the City should talk with UDOT.

Council Member Wardle asked if UDOT agreed to the half cycle, as suggested in the traffic summary. Mr. Hansen said that they hadn't, but said that the City has begun this discussion with them. Chairman Pruden asked the City to broaden that discussion with UDOT to include the other issues discussed in this meeting.



Mr. Hansen stated that state law and City policy require that the City report on the impact this development would have on water and wastewater. Hansen, Allen & Luce has been contacted to prepare a report on this impact, and contracts will be brought before the Council at their next meeting. Mr. Hansen added that this development can be supported, but a secondary feed under the railroad track needs to be added in to the development near 1280 North where it bends behind Walmart, to feed a water line. An additional pipe would help supply needed water for fire flow. If the development were to be built today without the secondary feed, the area would drop by about 6 pounds of pressure for the homes in that area. Mr. Hansen said that the drop in water pressure would be felt by the homes there because they are at the high end of the pressure zone. State law only requires the pressure to stay at 20 pounds, but the City likes to keep it at 50 pounds or more. Mr. Hansen added that the full water model plan wouldn't be available for several months.

Mr. Hansen said that the sewer lines in this area were sufficiently sized and no updates would be needed. He stated that there would be some impact to the interceptor at some point in the future, but not because of this development only. At some point the sewer line would need to be upgraded because of overall increased development.

- Council Financial Training  
Presented by Glenn Caldwell

Mr. Caldwell indicated that City staff would like some input from the Council as to which items they would like brought before them for approval. Currently, the Mayor approves invoices from \$1,000 - \$20,000, and the purchasing agent approves invoices up to \$1,000.

Chairman Pruden said that he was pleased in the way the Mayor and Mrs. Pitt bring items before the Council. He suggested that the process continue as it has been. Council Member Wardle said that he would like dispatch fees brought before them, because they have a tendency to get out of control. He added that he felt the auditors' contract should come before the Council because the Council appoints the auditors.

After a short discussion, it was decided that the following would be brought before the Council:

Legal fees that are over \$20,000,  
Contracts for large amounts, but not progress invoices,  
Contracts for services, but not progress payments.

The Council also requested that detailed budget reports be uploaded to Google drive.

- Resolution 2019-01 A Resolution of the Tooele City Council Consenting to the Mayor's Appointments to the Tooele Valley Museum Advisory Board  
Presented by Mayor Debbie Winn

Mayor Winn stated that the Museum Board has not been functioning for many years. The City has finally found people that are qualified and willing to serve. She explained that those appointed will serve for a four year term. There's a minimum of seven members on the board,

but they can have more than that. She added that this board will help Stephanie Statz, who is running the museum, decide what should and shouldn't be in the museum. Mayor Winn stated that the Army Depot is working with the museum on a display for the army depot.

Chairman Pruden asked if Ms. Statz could liaison with other museums to put everything that is museum related under one umbrella. The Mayor answered that Ms. Statz has reached out to the Daughters and the Sons of the Utah Pioneers and will include them.

Council Member McCall said that he would like to see the Daughters and Sons be able to do more advertising to let more people to know what great museums the City has.

- Resolution 2019-06 A Resolution of the Tooele City Council Surplusing and Approving the Sale of the Dow James Baseball Field to the Tooele County School District  
Presented by Mayor Debbie Winn

Mayor Winn indicated that the City is asking the Council to surplus the Dow James baseball field and that the school district purchase it. She said she received a letter from Dan Dow, a relative of the field's name sake, who said that there are a lot of people who don't know where the name came from. Mayor Winn explained that the name came from when some fire fighters that lost their lives while serving. Lauren Dow is the only officer who has lost his life in the line of duty. She went on to say that it is important that the City recognize the service, and would like to put up a permanent marker at this property. The Mayor said that the City could ask the school district to name the field Dow James, but that they can't require it. She felt that the school would be amenable to naming it.

- Readopt Resolution 2018-30 A Resolution of the Tooele City Council Approving the Annexation of 7.85 Acres of Providence Tooele LLC Property into the North Tooele City Special Service District  
Presented by Michelle Pitt

Mrs. Pitt explained that this Resolution was adopted in September of 2018, but the accompanying plat hadn't yet been signed by all parties. The plat has now been signed, but the paperwork has to be submitted to the Lt. Governor's Office within 30 days in order to be valid. This requires the Council to readopt the Resolution so that the paperwork can be submitted within the 30 day timeframe.

- Resolution 2019-09 A Resolution of the Tooele City Council Approving a Contract with Hansen Allen & Luce for an Update of the Culinary Water System Master Plan  
Presented by Paul Hansen

AND

- Resolution 2019-10 A Resolution of the Tooele City Council Approving a Contract with Hansen Allen & Luce for an Update of the Wastewater Collection System Master Plan  
Presented by Paul Hansen

Mr. Hansen stated that there was a discussion a few weeks ago for Hansen Allen and Luce to update the water master plan and sewer master plan. These contracts will be presented before the Council at their next meeting tonight.

- Preliminary Subdivision Plan for Sunset Estates, Phase 8, a 24-lot Subdivision on 10.7 Acres at Approximately 2300 North 400 West  
Presented by Jim Bolser

Mr. Bolser stated that this is the next phase of the Sunset Estates Subdivision and is located at the corner of what will become the 400 West 2400 North intersection.

- Preliminary Subdivision Plan for Country View Villas, a 136-lot Subdivision on 26.6 Acres at Approximately 200 East 1000 North  
Presented by Jim Bolser

Mr. Bolser stated that this is the project behind Scholar Academy. He added that this is the 55 years and older community.

- Resolution 2019-07 A Resolution of the Tooele City Council Approving an Interlocal Agreement for Tax Increment Participation with the Redevelopment Agency of Tooele City, Utah (“RDA”) for the 1000 North Retail Community Reinvestment Project Area, and Authorizing the Mayor to Sign the Same  
Presented by Randy Sant

Mr. Sant joined the meeting at 6:00 pm.

Mr. Sant stated that he is trying to get the Agreements in place to close on the property. He said that the RDA reached an agreement with the school district, and that they opted to participate at 50%. The RDA is asking the City to enter in to an agreement for 75% of the tax increment, for 20 years with a cap of \$2 million. Mr. Sant said that the benefit to the City is the proposed sales tax, which, upon completion, could be \$443,000 of new sales tax. Mr. Sant added that 25% of the sales tax would come to the City, which could be used to cover some of the cost incurred for the development.

Council Member Gochis felt that the 20 year time frame was a long time and asked if that was standard. Mr. Sant answered that the Agreement says it is for 20 years or until the cap has been met.

- Resolution 2019-08 A Resolution of the Tooele City Council Approving an Interlocal Agreement for Tax Increment Participation with the Redevelopment

Agency of Tooele City, Utah (“RDA”) for the Broadway Community  
Development Project Area, and Authorizing the Mayor to Sign the Same  
Presented by Randy Sant

Mr. Sant said that this item needed to be tabled.

- Accessory Dwelling Units  
Presented by Roger Baker

Mr. Baker stated he and Andrew Aagard wanted to introduce a housing concept that was being discussed in Utah. He explained that he has attended a number of trainings this past year sponsored by the American Planning Association and the Utah League of Cities and Towns, where the topic was a housing gap. The training referred to the fact that for the first time in Utah’s history more people are wanting houses than there are houses available. Some people are calling it a housing crisis. Utah is a high growth, attractive state. Mr. Baker added that the housing short fall shows that there are 40,000 more families looking for homes than exist in the sale and rental market, and the homes that are available for sale are more expensive than those people can afford to pay.

Mr. Aagard explained that there is a new concept, called Accessory Dwelling Units, or ADU. An ADU is a second dwelling unit located on the same lot as a primary dwelling residence. It can’t be bought or sold separately. Mr. Aagard stated that an ADU is a permanent dwelling, not a trailer, mobile home, etc. ADUs include things such as attics, basements, apartment units, attached units, or units over garages. ADUs can be done in various shapes and configurations and mirror the same image as the house.

Mr. Baker mentioned some of the benefits that can be derived from ADUs as: it allows a homeowner to stay in their home throughout the duration of their stages of life, called “aging in place,” it could allow a homeowner to move in to an ADU and rent their primary house, it could provide a supplemental revenue stream for the home owner. Mr. Baker said that research has been done by looking at ten other cities in Utah that allow ADUs and their charted criteria and ordinances for ADUs. He will use this to make recommendations for an ordinance that would work well for Tooele. Council Member Wardle asked that this research be uploaded to Google Drive.

Mr. Baker felt that ADUs would self-regulate because not every lot would accommodate ADUs, or meet the criteria, which include setbacks and lot coverage maximums. He added that there is a significant upfront cost to build them. He said that he believed they would slowly phase in. Council Member Gochis asked if this would only pertain to someone who has a primary residence, or if it would include someone that has a rental as well. Mr. Baker said that it would require an owner to live in one of the units, but it would be difficult to enforce.

Mr. Baker said that a more thorough discussion would be done at a later meeting.

**4. Close Meeting to Discuss Litigation, Property Acquisition, and Personnel**

**Council Member McCall moved to close the meeting.** Council Member Pratt seconded the motion. The vote was as follows: Council Member McCall “Aye,” Council Member Wardle “Aye,” Council Member Pratt “Aye,” Council Member Gochis “Aye,” and Chairman Pruden “Aye.”

The meeting closed at 6:15 p.m.

Those in attendance during the closed sessions were: Mayor Debbie Winn, Glenn Caldwell, Paul Hansen, Michelle Pitt, Jim Bolser, Steve Evans, Roger Baker, Randy Sant, Attorney Ted Barnes, Council Member Wardle, Council Member Pratt, Council Member McCall, Council Member Gochis, and Chairman Pruden.

No minutes were taken on the closed meetings.

## **5. Adjourn**

**Council Member Pratt moved to adjourn the Council meeting.** Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall “Aye,” Council Member Wardle “Aye,” Council Member Pratt “Aye,” Council Member Gochis “Aye,” and Chairman Pruden Aye.”

The meeting adjourned at 6:57 p.m.

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

Approved this 6th day of February, 2019

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Steve Pruden, Tooele City Council Chair

**Tooele City Council  
Business Meeting Minutes**

**Date:** Wednesday, January 16, 2019

**Time:** 7:00 p.m.

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

**City Council Members Present:**

Steve Pruden

Brad Pratt

Dave McCall

Scott Wardle

Melodi Gochis

**City Employees Present:**

Mayor Debbie E. Winn

Jim Bolser, Community Development Director

Chief Ron Kirby, Police Department

Roger Baker, City Attorney

Glen Caldwell, Finance Director

Michelle Pitt, City Recorder

Paul Hansen, City Engineer

Stephen Evans, Public Works Director

Minutes prepared by Kelly Odermott

Chairman Pruden called the meeting to order at 7:02 p.m.

**1. Pledge of Allegiance**

The Pledge of Allegiance was led by Council Member Pratt.

**2. Roll Call**

Steve Pruden, Present

Dave McCall, Present

Scott Wardle, Present

Brad Pitt, Present

Melodi Gochis, Present

### **3. Election of Council/Chair & Board/Committee Assignments**

Chairman Pruden stated for the benefit of the public, the Council has various duties, they perform, various committees they are on, and assignments within the City and within the community. The Council has gone through those assignments and assigned them to various Council Members. Chairman Pruden opened discussion with the Council Members to determine if the assignments were adequate.

Council Member Pratt stated as per their discussion in the work session, he wanted to propose that the Council maintain the Council Chair and Vice Chair positions, and committee assignments previously assigned.

**Council Member Pratt moved to appoint Steve Pruden as Chair, Scott Wardle as Vice Chair, all other assignments as previously assigned with one modification to remove Chairman Pruden from the Utah League of Cities and Towns Legislative Policy Committee and assign Council Member McCall to the committee.**

Chairman Pruden asked the Council if there were any comments or questions.

The vote was as follows: Council Member McCall, "Aye," Council Member Wardle, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Chairman Pruden, "Aye." The motion passes.

### **4. Mayors Youth Recognition Awards**

Presented by Mayor Winn, Stacy Smart, and Police Chief Ron 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 highlighted Communities That Care Programs including Second Step, QPR, and Guiding Good Choices.

Ms. Smart, Chief Kirby, and the Mayor then presented the Mayor's Youth Recognition Awards to the following students:

- Justin Palmer
- Victoria Vasquez
- Kayden Swaddling
- Emily Sheppard

### **5. Public Comment Period**

Chairman Pruden invited comments from the public, there were none

Chairman Pruden closed the public comment period.

**6. Resolution 2019-01 A Resolution of the Tooele City Council Consenting to the Mayor's Appointments to the Tooele Valley Museum Advisory Board.**

Presented by Mayor Debbie Winn

Mayor Winn stated it is an honor to appoint seven exceptional individuals to the Tooele Valley Museum Advisory Board. Just over a year ago the City hired a new Director of the Tooele Valley Museum, Stephanie Stats. She has done an exceptional job of organizing and putting together some new displays for the museum. Ms. Stats has asked the City to put together the advisory board again, so that she could get input from the community as to what they would like to see from the museum. There needed to be a minimum of seven.

- Lloyd L. Statz
- Ruth Criner
- Brent Johnson
- Jacob Lyman
- Morgan Rivera
- Carl Justesen
- Kenneth Spence

The Mayor stated that each individual submitted an application for the position, and they represent a wide array of City residents. These individuals have offered to serve on a volunteer basis. The Mayor stated that she will also serve on the Board with Council Member McCall. The plan is to hold some meetings, discuss ways to promote the museum and hopefully shortly be able to present to the Council about using tax money.

Chairman Pruden asked if the Council if there were any comments or questions, there were none.

**Council Member Wardle moved to approve Resolution 2019 - 01.** Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Wardle, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Chairman Pruden, "Aye." The motion passed.

**7. Public Hearing and Motion on Resolution 2019-06 A Resolution of the Tooele City Council Approving the Sale of the Dow James Baseball Field to Tooele County School District.**

Presented Mayor Debbie Winn



Mayor Winn stated that the City has a ball field in the Dow James Complex area. For the past years the facility has been used primarily by the Tooele High School Baseball team. In the past years the City has not charged the school district to use the field and the City has maintained the field, updated the irrigation system, concession stand, and restroom. Since the field is primarily used by the school district, but maintained by the City, the City staff has determined that it is in the best interest of the City to determine the baseball field surplus. The Mayor and Council Member Wardle have met with the Tooele School District Superintendent, Dr. Rogers, and Steve West to discuss options and determine if the school district was interested in purchasing the property. There is an agreement that the School District will purchase the property and the proceeds from the sale can be used in the Parks and Recreation Department to address other needs of the City.

The Mayor received a letter from an individual who could not attend about the ball field. She asked if she should read the letter. Council Pruden stated yes. Before the Mayor read the letter, she addressed the name of the Dow James complex. The complex was named after two people who lost their lives fighting a fire in the County. The letter addressed the name of the Dow James and asked that name not be changed indefinitely. The name is representing two individuals, Lauren E Dow and Danny James who lost their lives August 26, 1975. They were serving for the Tooele County Sheriff's office fighting a wildfire in Stockton Canyon, Stockton Utah. The Letter was signed by Dan Dow, the nephew of Lauren Dow.

Chairman Pruden stated that there is a plaque at the gateway of arch of the property and it is on City property. Mayor Winn stated that the marker is in disrepair and find ways to get a grant or do a fundraiser to get a more permanent plaque.

Chairman Pruden opened the public hearing. There were no comments. Chairman Pruden closed the public hearing.

Council Member Wardle made a comment addressing how the City and School District had very productive talks during this process and it has enhanced the relationship between the entities. It is great when entities can work together.

**Council Member Wardle moved to approve Resolution 2019-06** Council Member Pratt seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Wardle, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Chairman Pruden, "Aye." The motion passed.

**8. Resolution 2019-04 A Resolution of the Tooele City Council Approving a Form Pole Attachment Agreement for Small Wireless Facilities to Tooele City Utility Poles in the Public Rights-of-Ways.**

Presented by Roger Baker

Chairman Pruden asked Mr. Baker to address item 8 and item 9 during the same presentation.

Mr. Baker stated that this is the seventh of seven legislative matters relating to the wireless industry having the right by State and Federal law to put their small antennas on the City light poles, in the City rights-of-way. Previously the Council has passed ordinances that create the legislative scaffolding for the whole program, a franchise agreement allowing for the use of the City rights-of-way and the approved fees with the rights-of-way franchise. Tonight, the Council is being asked to approve a Form Pole Attachment Agreement. It is a type of license or franchise agreement that specifically addresses giving the industry a license to utilize street light poles in the rights-of-way. The last time this was discussed the Council inquired as to why this agreement was necessary if the City already had a franchise agreement. This covers the specifications for the antennas to the poles, requires the industry to consider the structural strength of the poles, the weight capacity of the pole, the potential of interference of the light on the pole and requires compliance with all Federal, State, and City laws. This lays out the procedure to get a permit. It indicates to the industry, their obligation to make the pole ready, called make ready work. It governs the relocation of antennas, addresses inspections by the City, and what to do if there is no permit, indemnification, environmental concerns, and insurance.

Mr. Baker addressed item 9 on the agenda, the fee resolution. The fee resolution was approved in a prior Council meeting, but the new agreement adds several more expenses that the City could charge to the companies interested in small wireless antennas on City poles in the public rights-of-way. Fees addressed include, clarifies a fee for make ready work, pay for inspection fees by the City inspection, unauthorized attachment fee, failure to maintain certain emergency contact information, and failure to timely relocate facilities or remove abandoned facilities.

Mr. Baker stated that these two items will wrap up the legislative actions needed for the program. He showed a slide on the screen to inform meeting attendees what they can expect to see in the way of small wireless facilities. Mr. Baker stated there is still some administrative actions that need to be taken to develop the permit applications and the specifications for attachment to the poles. The specifications were geared more towards power poles and that is not the case in the City. Those will be implemented as a City Administration.

Chairman Pruden asked if the Council had any questions or comments.

**Council Member Pratt motioned to approve Resolution 2019-04.** Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Wardle, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Chairman Pruden, "Aye." The motion passed.

9. **Resolution 2019-05 A Resolution of the Tooele City Council Amending The Tooele City Fee Schedule Regarding Small Wireless Facilities Pole Attachments in the Public Rights-of-Way.**

Presented by Roger Baker

This item was addressed in the description under agenda item 8.

**Council Member Pratt motioned to approve Resolution 2019-05 for a future meeting.** Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Wardle, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Chairman Pruden, "Aye." The motion passed.

10. **Readopt Resolution 2018-30 A Resolution of the Tooele City Council Approving the Annexation of 7.85 Acres of Providence Tooele LLC Property into the North Tooele City Special Service District.**

Presented by Michelle Pitt

Mrs. Pitt stated this Resolution was brought before the Council and approved on September 5, 2018. It was to annex the property into the North Tooele Service District. At that time the City did not have a signed plat. It has been signed now and the work is ready to be submitted to the Lieutenant Governor's Office. The paperwork is required to be submitted within 30 days of Council approval. The Council is being asked to readopt the Resolution so the paperwork can be submitted.

Chairman Pruden asked the Council if they had any questions or comments, there were one.

**Council Member McCall moved to approve Resolution 2018-30.** Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Wardle, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Chairman Pruden, "Aye." The motion passed.

11. **Preliminary Subdivision Plan for Sunset Estates, Phase 8, a 24-lot Subdivision on 10.7 Acres at Approximately 2300 North 400 West.**

Presented by Jim Bolser

Mr. Bolser stated that this is the next phase of the Sunset Estates Subdivision. This is a 24-lot subdivision at the corner of 400 West and 2400 North. It continues inching along the construction of those two streets, now heading east towards Home Depot. Aerial and zoning maps were shown on the screen. The property is zoned as R1-10. It is a standard layout

subdivision. The Planning Commission has heard this item and forwarded a unanimous positive recommendation to Council including the findings and conditions listed in the Staff Report.

Chairman Pruden asked about the Northwest corner and if it was water retention or a park. Mr. Bolser stated that it is an open space area used with intention of storm water retention. Chairman Pruden asked if it could be a park? Mr. Bolser stated possibly. Chairman Pruden asked if it would have grass. Mr. Bolser stated that the applicant was in attendance and asked him of the intention for the surface area. The applicant stated that they intend to keep it open with grass, mostly sod. It will be an amenity to use. Once completed the applicant will see if the City would like to take it over.

Chairman Pruden stated he appreciated the way the developer does business.

Chairman Pruden asked if the Council had any questions or comments, there were none.

**Council Member Pratt moved to accept the Preliminary Subdivision Plan for Sunset Estates, Phase 8.** Council Member Wardle seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Wardle, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Chairman Pruden, "Aye." The motion passed.

**12. Preliminary Subdivision Plan for Country View Villas, a 136-lot Subdivision on 26.6 Acres at Approximately 200 East 1000 North.**

Presented by Jim Bolser

Mr. Bolser stated this is directly east of Scholar Academy on 100 East. In the fall the Council approved a Zoning Map Amendment for the zoning of this property to a MDR with a PUD overlay to provide some adjustments to the property dimension requirements for this project. This is a cohesive property for a 55 and older community. An aerial view and the Zoning Map of the property were shown on the screen. A layout of the property was shown on the screen. It provides a connection on 870 North and continuation of 200 East heading South. The roads interior will be public roads. The property layout is within the PUD standards. The Planning Commission has heard this and forwarded a positive unanimous recommendation to Council including the conditions and findings noted in the Staff Report.

Chairman Pruden stated that he did have one question. The continuation of 2<sup>00</sup> East where it stubs on the south, will that eventually be connected to 310 South? Mr. Bolser stated that there is a vacant property to the South that would be landlocked without a stub street to the south. There is an opening toward the East that could potentially be developed as well. The intent of the sub is so that the land is not land locked. Chairman Pruden stated then the land to the south, the developer would be required to make their road connections. Mr. Bolser stated correct.

Council Member Wardle stated that this is a great product and needed in the community.

Chairman Pruden asked the Council if there were any questions or comments, there were none.

**Council Member Pratt moved to approve the Preliminary Subdivision Plan for Country View Villas.** Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Wardle, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Chairman Pruden, "Aye." The motion passed.

**13. Resolution 2019-07 A Resolution of the Tooele City Council Approving an Interlocal Agreement for Tax Increment Participation with the Redevelopment Agency of Tooele City, Utah("RDA") for the 1000 North Retail Community Reinvestment Project Area, and Authorizing the Mayor to Sign the Same.**

Presented by Randy Sant

Mr. Sant stated this interlocal agreement is required by the redevelopment law for the City to participate in tax increment financing. As the Council is aware the Redevelopment Agency created a property off 1000 North that includes 31 acres of property that is owned by the Redevelopment Agency. The proposed development of that property is a commercial development and mixed uses. The agreement asks the City to provide a portion of the property tax increment that will be generated from that project to the Redevelopment Agency to use that revenue to help offset costs to help develop that property. The most important paragraph of the agreement is the one on participation which is items five, six, and seven. This agreement says that the City will agree to remit to the Redevelopment Agency 100% of the property tax that is generated from the project. The Redevelopment Agency will keep 75% and rebate to the City 25% of the property tax. The term is for 20-year period of time or a cap of \$2 million is reached, whichever comes first. If the assessed values and analysis are less than what the assessor assess the property for, this could be paid off earlier than 20 years. This agreement has been reviewed by an outside attorney and Mr. Baker.

Chairman Pruden asked if the Council had any questions or comments, there were none.

**Council Member Wardle moved to approve Resolution 2019-07 .** Council Member Pratt seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Wardle, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Chairman Pruden, "Aye." The motion passed.

**14. Resolution 2019-08 A Resolution of the Tooele City Council Approving an Interlocal Agreement for Tax Increment Participation with the Redevelopment Agency of Tooele**

**City, Utah (“RDA”) for the Broadway Community Development Project Area, and Authorizing the Mayor to Sign the Same.**

**Council Member Wardle moved to table Resolution 2019-08.** Council Member Pratt seconded the motion. The vote was as follows: Council Member McCall, “Aye,” Council Member Wardle, “Aye,” Council Member Pratt, “Aye,” Council Member Gochis, “Aye,” Chairman Pruden, “Aye.” The motion passed.

**15. Resolution 2019-09 A Resolution of the Tooele City Council Approving a Contact with Hansen Allen & Luce for an Update of the Culinary Water System Master Plan.**

Presented by Paul Hansen

Mr. Hansen stated the Administration and Staff had previously discussed with the Council the need and funding plans to update the Culinary Water master Plan. The most recent update to the Culinary Water Master Plan was in 2012, but did not include updating of the water model used by the City for future growth and system updates. The company which provided the software for the previous water model no longer supports the model, so the decision has been made to go with a model supported by the Federal Government. The model and Master will take into consideration zoning changes which have been made as well as future growth projections. This study will end with development of a Capital Facilities Plan. With this information in hand, the City will be able to then evaluate modifications to the impact fees and potential water rates.

Chairman Pruden asked the Council if there were any questions or comments, there were none.

**Council Member Gochis moved to approve Resolution 2019-09.** Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, “Aye,” Council Member Wardle, “Aye,” Council Member Pratt, “Aye,” Council Member Gochis, “Aye,” Chairman Pruden, “Aye.” The motion passed.

**16. Resolution 2019-10 A Resolution of the Tooele City Council Approving a Contract with Hansen Allen & Luce for an Update of the Wastewater Collection System Master Plan.**

Presented by Paul Hansen

Mr. Hansen indicated that this Sanitary Sewer Master Plan request is for an update to the existing collections system Plan but will not address expansion of the reclamation facility. This Plan will also include updating the sanitary sewer collections system computer model and will provide a Capital Facilities Plan which could then be used to consider modifications to the sanitary sewer impact fees.

Chairman Pruden asked the Council if there were any questions or comments, there were none.

**Council Member Pratt moved to approve Resolution 2019-10.** Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Wardle, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Chairman Pruden, "Aye." The motion passed.

## 17. Minutes

Chairman Pruden asked if there were any comments or questions about the minutes from the City Council meeting dated December 19, 2018.

Council Member Gochis stated that there was an error in item 9 title. It says 4000 North and should say 400.

**Council Member Gochis moved to approve minutes from the City Council meeting dated December 19, 2018.** Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Wardle, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Chairman Pruden, "Aye." The motion passed.

## 18. Approval of Invoices

Presented by Michelle Pitt

An invoice in the amount of \$40,063, to Spillman, Inc for the Police Department software.

An invoice in the amount of \$20,187.44 to Mountainland Supply Company, for water meters.

An invoice in the amount of \$24,863.54 to Broken Arrow, to install the water meters.

An invoice in the amount of \$19,999.00 to Diamond Rental for one used TC48 Excavator for the Cemetery.

An invoice in the amount of \$44,623.00 to Nickerson Company, Inc., for repairs to well #13.

An invoice in the amount of \$113,593.00 to Nickerson Company, Inc., for repairs to well #15 and stage assembly, power cable, and motor.

Chairman Pruden asked if the work was finished on the project for the Nickerson Company Invoices. Mr. Hansen stated that this is the approval of the purchase of the supplies needed to make the repairs.

Chairman Pruden asked if the Council if there were any questions or comments, there were none.

**Council Member Pratt moved to approve payment of invoices.** Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council

Member Wardle, “Aye,” Council Member Pratt, “Aye,” Council Member Gochis, “Aye,” Chairman Pruden, “Aye.” The motion passed.

## 19. Adjourn

**Council Member Wardle moved to adjourn the City Council meeting.** Council Member Pratt seconded the motion. The vote was as follows: Council Member McCall, “Aye,” Council Member Wardle, “Aye,” Council Member Pratt, “Aye,” Council member Gochis, “Aye,” Chairman Pruden, “Aye.” The motion passed.

The meeting adjourned at 8:03 p.m.

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

Approved this 6th day of February, 2019

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Steve Pruden, Tooele City Council Chair