
PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, April 3, 2019 at the hour of 7:00 p.m. The meeting will be held at 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. **Boys & Girls Club of Greater Salt Lake – Tooele Club Update and Boys & Girls Club Week Proclamation**
Presented by Darlene Dixon & Mayor Debbie Winn
6. **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 Mayor Debbie Winn
7. **Resolution 2019-31** A Resolution of the Tooele City Council Approving an Agreement with Tooele County for Dispatch Services For Fiscal Year 2019-2020
Presented by Chief Ron Kirby
8. **Resolution 2019-29** A Resolution of the Tooele City Council Appointing Kari Scribner to the Administrative Control Board of the North Tooele City Special Service District
Presented by Council Member Melodi Gochis
9. **Resolution 2019-27** A Resolution of the Tooele City Council Authorizing an Agreement with Tooele County for Municipal Elections
Presented by Michelle Pitt
10. **Ordinance 2019-06** An Ordinance of Tooele City Amending Tooele City Code Section 1-5-9 Regarding Reconsideration of City Council Votes
Presented by Council Member Scott Wardle
11. **Ordinance 2019-07** An Ordinance of Tooele City Amending Tooele City Code Chapter 1-6 Regarding Mayoral Powers & Duties
Presented by Council Member Scott Wardle
12. **Subdivision Final Plat for the Tooele City Police Station Subdivision**, Application by Tooele City, Located at 70 North Garden Street in the GC General Commercial Zoning District for the Purposes of Consolidating Five Parcels into One Lot
Presented by Jim Bolser

13. **Subdivision Final Plat for the Providence at Overlake Phase 3 Subdivision**, application by Howard Schmidt
Located at 1400 North 400 West in the R1-7 Residential Zoning District for the Purposes of Creating 48 Single-Family Residential Lots
Presented by Jim Bolser
14. **Resolution 2019-33** A Resolution of the Tooele City Council Approving a Contract with _____ for the Installation of a New Irrigation System at Elton Park.
Presented by Darwin Cook
15. **Resolution 2019-32** A Resolution of the Tooele City Council Approving a Contract with Christensen and Griffith Construction Company (C&G) for the Construction of a Pavilion at the Quirrh Hills Golf Course
Presented by Darwin Cook
16. **Budget Presentation -Fire Department**
Presented by Rick Harrision, City Fire Department Chief
17. **Budget Presentation -Community Development**
Presented by Jim Bolser, City Community Development Director
18. **Budget Presentation -Library**
Presented by Jami Carter, City Library Director
19. **Budget Presentation -Attorney's Office**
Presented by Roger Baker, City Attorney
20. **Budget Presentation -Recorder's Office**
Presented by Michelle Pitt, City Recorder
21. **Minutes**
22. **Invoices**
23. **Adjourn**

Michelle Y. Pitt
Tooele City Recorder

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

**A PROCLAMATION
BOYS & GIRLS CLUB WEEK IN TOOEELE CITY, UTAH
APRIL 9 - 13, 2019**

WHEREAS, the young people of Tooele are tomorrow's leaders; and

WHEREAS, the Boys & Girls Club of Greater Salt Lake - Tooele Club, of Tooele City, Utah, including Stansbury, Erda, Stockton, Grantsville and Vernon – serves more than 500 plus young people annually; and

WHEREAS, Boys & Girls Clubs instill young people with the self-confidence to believe they can succeed at anything they put their mind to, and stand at the forefront of efforts in the areas of youth development, academic success, good character and leadership; and

WHEREAS, the Boys & Girls Clubs of Greater Salt Lake – Tooele Club helps ensure young people have a safe, supportive place to spend time and will provide them with quality youth development programs; and

WHEREAS, the Boys & Girls Clubs of Greater Salt Lake – Tooele Club will celebrate National Boys & Girls Clubs Week with more than 4,000 Clubs and over 2 million more children and teens nationwide.

Now, therefore, I Debbie Winn, Mayor of Tooele, Utah, do hereby proclaim April 9 - 13, 2019, as Boys & Girls club Week in Tooele City, Utah.

Furthermore, I encourage all citizens to join me in recognizing and commending the Boys & Girls Clubs of Greater Salt Lake – Tooele Club for providing the young people of our communities with comprehensive and effective youth development services.

Signed this 3rd Day of April 2019

Debra E. Winn, Mayor



TOOELE CITY CORPORATION

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.

WHEREAS, the RDA was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment RDA Act, Title 17C of the Utah Code Annotated, as amended from time to time (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting Tooele City in development activities that are likely to advance the policies, goals, and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety, and welfare of its citizens; and,

WHEREAS, the RDA has created the Broadway Community Development Project Area (the "Project Area"), through the adoption of the Broadway Community Development Project Area Plan (the "Project Area Plan"), located within Tooele County; and,

WHEREAS, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the RDA and the City, into a mixed use commercial and affordable residential development. The RDA has not entered into any participation or development agreements with participants but anticipates that prior to development of the Project Area, the RDA may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed, using, in part, increased property tax revenues, referred to as "Tax Increment", generated from the Project Area; and,

WHEREAS, the City proposes to enter into an Interlocal Agreement with the RDA, pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13; and,

WHEREAS, as explained further in the Project Area Plan, the RDA and/or participant(s) will incur significant costs and expenses relating to land assembly and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and,

WHEREAS, the RDA has requested that the City, the School District, and other taxing entities within the Project Area participate in the promotion of development in the Project

Area by agreeing to remit to the RDA for a specified period of time specified portions of the Tax Increment which will be generated from within the Project Area; and,

WHEREAS, the City has determined to remit such payments to the RDA, as specified herein, in order to permit the RDA to leverage private development of the Project Area; and,

WHEREAS, RS Contract Management, an independent consulting firm with substantial experience regarding community development projects and tax increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of tax increment within the Project Area; and,

WHEREAS, the RDA has prepared the Broadway Community Development Project Area Budget (the "Project Area Budget"), which, generally speaking, outlines the anticipated generation, payment, and use of tax increment within the Project Area:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Interlocal Agreement attached as Exhibit A is hereby approved and that the Mayor is hereby authorized to execute the same.

This Resolution shall take effect immediately upon approval.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Interlocal Agreement: City-RDA

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into effective as of _____, 2019, by and between **REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH** a political subdivision of the State of Utah (the “Agency”), and **TOOELE CITY CORPORATION**, a Utah municipal corporation and charter city (the “City”) as follows:

Recitals

A. The Agency was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated (the “Act” as amended from time to time), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting the City in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens.

B. This Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13 (the “Cooperation Act”).

C. WHEREAS, the Agency has created the Broadway Community Development Project Area (the “Project Area”), through the adoption of the Broadway Community Development Project Area Plan (the “Project Area Plan”), located within the City, the boundaries of which Project Area are described in Exhibit “A” attached hereto and incorporated herein by this reference; and

D. WHEREAS, the Project Area contains parcels of property that are vacant and underutilized, which are anticipated to be developed, with encouragement and planning by the Agency, into a residential development. The Agency has not entered into any participation or development agreements with Participants but anticipates that prior to development of the Project Area, the Agency may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more Participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property tax revenues, referred to as “Tax Increment”, generated from the Project Area; and

E. As explained further in the Project Area Plan, the Agency and/or Participant(s) will incur significant costs and expenses relating to land assembly and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and

F. The Agency has requested that the City, the City, and other taxing entities within the Project Area, participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the Tax Increment which will be generated from within the Project Area.

G. The City has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and

H. RS Contract Management, an independent consulting firm with substantial experience regarding community development projects and Tax Increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of Tax Increment within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit “B”.

I. The Agency has prepared the Broadway Community Development Project Area Budget (the “Project Area Budget”), a copy of which is attached as Exhibit “C”, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area (for purposes of clarification, the Project Area Budget is provided in form only, it being acknowledged that the Project Area Budget is

not statutorily required as provided under Section 17C-4-204 of the Act, and the Agency may amend the Project Area Budget from time to time in its discretion, subject to the provisions of the Act and this Agreement).

Agreement Terms

1. **Tax Increment.** This Agreement refers to “**Tax Increment**” which is a term defined by Utah Code Ann. § 17C-1-102(60) (2018). The term tax increment has the same meaning as defined by that statute (as amended, replaced or superseded from time to time). The parties acknowledge that tax increment generally refers to the additional *ad valorem* tax revenues generated by the increase in value of taxable real and personal property within the Project Area resulting from new development and improvements on real property located within the Project Area. The City has determined to allow the Agency to receive and retain specified portions of the City’s portion of Tax Increment (the “**City’s Tax Increment Share**”) in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the Participant(s) administration and development of the Project Area, including for administration costs and costs for the construction and installation of infrastructure improvements and other development related costs, expenses, and incentives needed to serve the Project Area, to the fullest extent permitted by the Act.

2. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), is 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Tooele City assessment rolls for all property located within the Project Area.

3. **Agreement(s) with Participant(s).** The Agency is authorized, in the Agency’s sole discretion, to enter, or not enter, into one or more agreements with one or more Participants which may provide for the payment of certain amounts of Tax Increment, including the portion of the City’s Tax Increment Share paid to the Agency, (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the Participant(s), conditional upon the Participant(s)’s meeting of certain performance measures as outlined in said agreement. Any such agreement shall be consistent with the terms and conditions of this Agreement and shall require as a condition of payment to the Participant that the Participant, or other owner(s) of the Property, as applicable, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

4. **Payment Timeline.** The first year (“**Year One**”) of payment of the City’s Tax Increment Share shall be determined by the Agency. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Ten. The Agency may trigger the collection of the City’s Tax Increment Share by timely delivering a letter or other written request to the Tooele City Finance Department Director.

5. **Payment to Agency.** Subject to Section 7 below, the City agrees that Tooele County shall remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Ten, 100% of the City’s Tax Increment Share. Tooele County is authorized and instructed to pay 100% of the City’s Tax Increment Share directly to the Agency annually for each of Years One through Ten inclusive. Subject to Section 7 below, the Agency may use the City’s Tax Increment Share for any of the purposes set forth in the Project Area Plan and Project Area Budget (as such may be amended from time to time under the applicable provisions of the Act).

6. **Rebate to City.** For Years One- Year 5, the Agency shall retain 100% of the City’s Tax Increment share for any of the purposes set forth in the Project Area Plan and Project Area Budget (as such may be amended from time to time under the applicable provisions of the Act.) for Years 6- Year 10, The Agency shall pay the City an amount equal to 50% of the City’s Tax Increment share.

7. **Maximum Retained Increment.** Despite anything in this Agreement to the contrary, the Agency will not retain, on a cumulative basis, more than \$125,000 of the City's Tax Increment Share. To be clear, the amount "retained" is the amount kept by the Agency after rebating the amounts due under Section 7 *above*. If the Agency receives more than \$125,000 that the Agency would otherwise be authorized to retain, then the Agency must promptly (i) pay to the City the amount in excess of the permitted \$125,000 cap, and (ii) notify Tooele City that the Agency's right to receive any further payment of the City's Tax Increment Share under this Agreement has terminated. The City makes no guarantee or assurance that \$125,000 of the City's Tax Increment Share will be available for the Agency to retain; the \$125,000 amount is solely a maximum collection cap, not a guaranteed amount.

8. **Property Tax Revenue/Rate Increase.** This Agreement provides for the payment of Tax Increment collected from the Project Area by Tooele County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County on behalf of the County from the Project Area. Unless the City specifically consents in writing through an amendment to this Agreement or in a separate agreement, the Parties agree that the Agency will not be entitled to any portion of Tax Increment resulting from an increase in the tax rate of the City's tax levies that occurs after the Base Tax Year that is attributable to a tax rate increase enacted pursuant to the requirements of Utah Code Ann. § 59-2-919 (i.e., a Truth-in-Taxation tax rate increase); however, the rate attributable to the issuance of bonds is not considered a tax rate increase, and therefore the Agency will be entitled to that portion of Tax Increment resulting from bond levies, even if such levies were or are enacted after the Base Tax Year.

9. **No Independent Duty.** The City shall have no independent duty to pay any amount to the Agency other than to direct and cause the County to pay to the Agency the City's Tax Increment Share on an annual basis from and including Year One through and including Year Twenty.

10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to the City:

Tooele City
Attn: Mayor
90 N Main Street
Tooele UT 84074

If to Agency:

Tooele City RDA
Attn: Executive Director
90 N Main Street
Tooele UT 84074

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement, including the recitals, is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by both parties, executed by an agent duly authorized to do so, or as otherwise expressly permitted herein. This Agreement, including the recitals, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Tooele City, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the City cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to Participant(s), or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, then the Agency, and the City shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

23. **Duration.** This Agreement shall terminate upon the first to occur of either (i) the final payment of Tax Increment to the Agency for Year Twenty, or (ii) the Agency has retained, as provided in Sections 6 and 7 above, the amount of \$3,800,000.00 from the City's Tax Increment Share.

24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to Participants in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2043.

26. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Redevelopment Director of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement;
- f. Immediately after execution of this Agreement by both parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act; and
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Cooperation Agreement on the day specified above.

City: TOOELE CITY CORPORATION

Attest:

By: _____
Mayor

City Recorder

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for City

Agency: REDEVELOPMENT AGENCY OF TOOELE CITY,
UTAH

Attest:

By: _____
Executive Director

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Project Area Description

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

TOOELE CITY CORPORATION

RESOLUTION 2019-31

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH TOOELE COUNTY FOR DISPATCH SERVICES FOR FISCAL YEAR 2019-2020.

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

WHEREAS, Tooele County and Tooele City desire to enter into a contract for Tooele City fiscal year 2019-2020 defining their respective obligations in relation to dispatch services; and,

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

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

WHEREAS, the City Administration recommends that the Dispatch Service Agreement for Tooele City FY19-20 is in the best interest of Tooele City and serves the general public safety and welfare as well as the safety and welfare of Tooele City peace officers:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the FY19-20 Dispatch Service Agreement attached hereto as Exhibit A is hereby approved, and that the Mayor is hereby authorized to sign the same.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Dispatch Service Agreement

Dispatch Service Agreement

Tooele County – Tooele City

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of July, 2019, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as “County”), and Tooele City, (hereinafter referred to as “City”).

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

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

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

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

4. CONSIDERATION: In consideration of the County providing the dispatch services specified herein from July 1, 2019 through June 30, 2020, the City agrees to pay the County the sum of \$316,327.00. Said fees shall be paid to Tooele County on a quarterly basis and shall be paid without the necessity of being billed by the County. Said payments shall be made within fifteen (15) days following the end of each quarter. The basis and method of computation of said amount is attached hereto as Exhibit “A” which by reference is made a part hereof. The County may at the end of each calendar year, adjust the fee it charges the City for dispatch services under this agreement.

5. BUDGET NOTICE: The County agrees to notify the City by January 31st of the previous year data, as requested. The county agrees to provide the agreement and fee allocation to the City no later than March 30th of each year.

6. CONTRACT TERM: This agreement shall take effect on July 1, 2019 and shall terminate on June 30, 2020, unless terminated sooner according to the terms and conditions of this agreement.

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

8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or conditions thereof and provided the non-breaching party gives written notice to the breaching party to remedy said default if the said default is not cured within thirty (30) days after receipt of said notice. This agreement may also be terminated by either party for any reason upon ninety (90) days written notice. Failure to sign and return this agreement by August 31, 2019 shall be considered notice of termination and services will be discontinued.

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

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

DATED this 1st day of July, 2019

TOOOELE CITY

Debra E. Winn, Mayor

ATTEST:

Michelle Pitt, City Recorder

APPROVED AS TO FORM:

Roger Evans Baker, City Attorney

TOOELE COUNTY

Tom Tripp, Chairman
Tooele County Commission

ATTEST:

Marilyn Gillette
Tooele County Clerk/Auditor

APPROVED AS TO FORM:

Scott Broadhead
Tooele County Attorney

EXHIBIT A
TOOELE COUNTY DISPATCH FEE ALLOCATION
2019-2020 FEE ASSESSMENTS

Agency	Population Estimates (2017)	BASE FEE	2016 Incident Numbers and Traffic Stops Totals	2017 Incident Numbers and Traffic Stops Totals	2018 Incident Numbers and Traffic Stops Totals	3 YEAR AVERAGE	2019 USAGE FEE	2019 TOTAL
Grantsville PD	11,000	\$14,865	7,057	7,812	6,938	7,269	\$106,216	\$121,081
Stockton PD	674	\$911	687	1,008	843	846	\$12,362	\$13,273
Tooele PD	34,628	\$46,796	19,949	17,931	17,457	18,446	\$269,531	\$316,327
Tooele County S.O.	19,643	\$26,545	13,159	14,142	12,953	13,418	\$196,066	\$222,611
Fire Warden			109	139	177	142	\$2,070	\$2,070
lbapah FD			3	6	6	5	\$73	\$73
Opbir FD	57	\$77	2	1	1	1	\$19	\$97
Terra FD			41	67	45	51	\$745	\$745
Wendover PD	1,454	\$1,965	2,461	2,164	2,290	2,305	\$33,681	\$35,646
Utah Highway Patrol			6,931	7,810	8,847	7,863	\$114,891	\$114,891
AP&P						0	\$0	\$0
BIA (lbapah)						0	\$0	\$0
BIA (Skull Valley)						0	\$0	\$0
BLM						0	\$0	\$0
North Tooele FD			898	964	1,010	957	\$13,989	\$13,989
Mountain West Ambulance			4,478	4,636	4,534	4,549	\$66,476	\$66,476
Wendover Ambulance			310	305	270	295	\$4,311	\$4,311
	67,456	91,159	56,085	56,985	55,371	56,147	\$820,429	\$911,588
								\$14,61216

2019 BUDGET
 1,438,898
 Less: E911 Funds 500,000
 Less: Contracts 27,310
 Net Budget Amount 911,588
 Less: Base Amount allocated amount 820,429
 3 YEAR AVE 56,147
 14,61216

Estimated Contracts-\$5,462 Per FTE
 AP&P 10924 2
 BIA (lbapah) 5462 1
 BIA (Skull Valley) 5462 1
 BLM 27310 1

TOOELE CITY CORPORATION

RESOLUTION 2019-29

A RESOLUTION OF THE TOOELE CITY COUNCIL APPOINTING KARI SCRIBNER TO THE ADMINISTRATIVE CONTROL BOARD OF THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT.

WHEREAS, the Tooele City Council created the North Tooele City Special Service District (“District”) on June 16, 1999, pursuant to Sections 17A-2-1301 through 17A-2-1332, Utah Code (since renumbered to U.C.A. Title 17D, Chapter 1); and,

WHEREAS, the aforementioned Utah Code sections allow for the establishment of an administrative control board (“Board”) for the District, the powers of that Board being specified by the Utah Code and by the governing authority of the District, which is the Tooele City Council; and,

WHEREAS, the term of board members is generally four years (U.C.A. Section 17D-1-304); and,

WHEREAS, Michael Maloy and Erick Brondum no longer serve on the Board, and Kari Scribner has expressed an interesting in serving on the Board, to which the Board has consented:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Kari Scribner is hereby appointed to serve as a member of the Administrative Control Board of the North Tooele City Special Service District, for a term ending December 31, 2022, as further indicated below:

Name	Term of Service	Length of Service
Jed Winder	01-01-18 to 12-31-21	since 03-19-08
Maresa Manzione	01-01-18 to 12-31-21	since 04-20-11
Jeff Hammer	01-18-17 to 12-31-20	since 01-18-17
Katrina Call	06-30-17 to 12-31-20	since 06-30-17
Travis Brady	08-16-17 to 12-31-20	since 08-16-17
Amanda Graf	03-20-19 to 12-31-22	since 03-20-19
Kari Scribner	04-03-19 to 12-31-22	since 04-03-19

This Resolution shall become effective immediately 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)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

TOOELE CITY CORPORATION

RESOLUTION 2019-27

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING AN AGREEMENT WITH TOOELE COUNTY FOR MUNICIPAL ELECTIONS.

WHEREAS, Tooele City is required to conduct municipal elections each odd-numbered year (U.C.A. §20A-1-101 *et seq.*); and,

WHEREAS, the Tooele County Clerk's Office has traditionally assisted Tooele City with municipal elections by preparing ballots, training election officials, providing voting machines, etc., on a cost reimbursement basis; and,

WHEREAS, the County and the City desire to formalize with a written agreement the responsibilities of each party with respect to city elections, and propose the 2019 Municipal Election Agreement attached as Exhibit A; and,

WHEREAS, the estimated cost to be paid by the City to the County for the County's assistance for the 2019 city elections is a total of \$29,992.50 (see Exhibit B); and,

WHEREAS, the City Administration, including the City Recorder, believes it to continue to be in Tooele City's best interest to receive the County's assistance due to its elections experience, personnel, materials, and equipment:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the 2019 Municipal Election Agreement attached as Exhibit A is hereby approved.

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)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

2019 Municipal Election Agreement

Tooele City

2019 MUNICIPAL ELECTION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2019 by and between Tooele County, a body politic of the State of Utah, hereinafter referred to as "County," and Tooele City, a body politic of the State of Utah, hereinafter referred to as "Entity".

WITNESSETH:

WHEREAS, pursuant to Section 20A-1-2015 and 20A-1-202, Utah Code Ann. (1953) as amended, Municipalities, towns and Special Districts are authorized and required to hold election in each odd-numbered year, and

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist Entity in holding its Primary (if required) and General Elections in 2019 upon the following terms and conditions; and

WHEREAS, the parties are authorized by the Utah Interlocal Cooperation Act as set forth in Chapter 13, Title 11, Utah Code Ann. (1953) as amended, to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth hereafter, the parties hereto agree as follows:

1. *County agrees to provide to Entity for the Primary Election in August 2019, if required, and for the General Election in November 2019, the following:*
 - a. *Test, program, assemble and make available to Entity ADA voting equipment and poll supplies;*
 - b. *Provide electronic ballot files for Optical Scan Ballot printing;*
 - c. *Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and elections results reports.*
 - d. *Determine number of Optical Scan ballots to be printed and mailed to each active voter in entity;*
 - e. *Provide preparation and personnel for the public demonstration of the tabulation equipment;*
 - f. *Publish all legal notices which include, but are not necessarily limited to election notice, candidate filing, polling locations and ballots, canvass notice, audit notice (if applicable);*

- g. *Post link to candidate biography on county website, as well as financial reports (if applicable);*
 - h. *Conduct an election audit.*
2. *Entity agrees to do the following:*
- a. *Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law;*
 - b. *Notify candidates of financial statement deadlines, accept forms and forward to County Clerk for input into statewide data base;*
 - c. *Provide County with ballot information which includes, but is not necessarily limited to, races, candidates and ballot issues;*
 - d. *Proof and approve ballot formats;*
 - e. *Entity agrees to pay the County for printing optical scan ballots, envelopes and other printed materials;*
 - f. *Conduct election canvas;*
 - g. *Perform all other election related duties and responsibilities not outlined in this agreement;*
 - h. *Entity agrees to reimburse County for election night workers, to include County Clerk personnel, poll workers, IT personnel, etc.*
3. *Both parties agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the State.*
4. *Entity agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part here of as Exhibit "A". The payment shall be made within thirty (30) day of receiving the final invoice prepared by the County.*
5. *This Agreement shall be effective as of the date of execution by all parties.*
6. *This Agreement shall continue in effect until December 31, 2019.*
7. *The individual executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.*
8. *This Agreement does not create a new interlocal entity.*

9. *This undertaking shall be jointly administered by the Tooele City Recorder and the Tooele County Clerk.*

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs will remain changed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each of which shall be deemed an original.

TOOELE COUNTY

TOOELE CITY

*Marilyn K. Gillette
Tooele County Clerk*

Tooele City

Exhibit B

Detailed Cost Estimate

**2019 TOOELE COUNTY
MUNICIPAL ELECTION
Tooele City Election Estimate**

Ballot Layout and Programming

Poll Workers Compensation Rates

Poll Manager	2	\$150.00	\$300.00
Ballot Clerk	2	\$140.00	\$280.00
Receiving Clerk	2	\$100.00	\$200.00
Poll Book Clerk	2	\$100.00	\$200.00
Poll Worker Recruitment and Administration	8	\$2.00	\$16.00
			\$996.00

Election Services

Public L&A Demonstration (testing, demonstration)	1	\$10.00	\$10.00
Clerk & IT Staff Support	21	\$60.00	\$1,260.00
Ballot set-up (per style)	21	\$25.00	\$525.00
Election Night Ballot Return/Count Team	6	\$20.00	\$120.00
Precinct County/Canvass Preparation	21	\$10.00	\$210.00
		Sub Total	\$2,125.00

Early Voting

Poll Manager & Ballot Clerk - 2 hours each	2	\$25.00	\$50.00
Early Vote Laptop/Poll Pad			\$100.00
		Sub Total	\$150.00

Election Night Counting Services

Materials			
By-Mail Ballots (Print, collate, mail)	14601	\$1.50	\$21,901.50
Test Deck Paper Ballots	1	\$20.00	\$20.00
Administration			
Signature Verification and Tabulation (each returned)*	7300	\$0.50	\$3,650.00
Provisional Ballots*	50	\$1.00	\$50.00
		Sub Total	\$25,621.50

Additional Special Services

Notices (in newspaper, postcards, certificates, etc.)**			\$1,000.00
Miscellaneous			\$100.00
		Sub Total	\$1,100.00

Total Election Expense \$29,992.50

*Estimates

** Postcard?

TOOELE CITY CORPORATION

ORDINANCE 2019-06

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 1-5-9 REGARDING RECONSIDERATION OF CITY COUNCIL VOTES.

WHEREAS, it is in the public interest to clarify codifications of city policy in the Tooele City Code from time to time; and,

WHEREAS, TCC Section 1-5-9 currently allows reconsideration of City Council votes “where there is present at least as large a number of the council as was present when such vote was taken”; and,

WHEREAS, the City Council believes Section 1-5-9 would be more clear were it to say “where there is present at least **the same** number of the council as was present when such vote was taken”; and,

WHEREAS, this ordinance is in the best interest of Tooele City:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 1-5-9 is hereby amended to read in its entirety as shown in redline in Exhibit A.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

TCC Section 1-5-9, Revised

(ii) a local media correspondent; and,

(c) posting written notice on the Utah Public Notice Website.

(4) When because of unforeseen circumstances it is necessary for the council to hold an emergency meeting to consider matters of an emergency or urgent nature, the notice requirements of Subsection (2) may be disregarded and the best notice practicable given. No such emergency meeting of the council shall be held unless an attempt has been made to notify all of its members and a majority votes in the affirmative to hold the meeting. (Ord. 2012-11, 04-04-12); (Ord. 94-12, 03-22-94)

1-5-7. Minutes of open and closed meetings - Public records - Recording of meetings - Approval of minutes.

(1) Written minutes shall be kept of all open meetings. Such minutes shall include:

- (a) the date, time and place of the meeting;
- (b) the names of members present and absent;
- (c) the substance of all matters proposed,

discussed, or decided, and a record, by individual member, of votes taken;

(d) the names of all citizens who testified during a public hearing and the substance in brief of their testimony;

(e) any other information that any member requests be entered in the minutes.

(2) Written minutes shall be kept of all closed meetings. Such minutes shall include:

- (a) the date, time and place of the meeting;
- (b) the names of members present and absent;
- (c) the names of all others present except where

such disclosure would infringe on the confidence necessary to fulfill the original purpose of closing the meeting.

(3) The minutes of open meetings are classified as public records. The minutes of closed meetings are classified as protected records.

(4) All or any part of an open meeting may be recorded by any person in attendance; provided, the act of recording does not interfere with the peaceful and orderly conduct of the meeting, in the discretion of the council chairperson.

(5) Minutes shall be deemed the official record of the meeting upon the approving vote of the City Council and the approving signature of the City Council chairperson or designee.

(Ord. 2012-11, 04-04-12); (Ord 2009-14, 11-21-09); (Ord. 94-12, 03-22-94)

1-5-8. Achieving a quorum - Voting.

(1) Attendance of city council members at city council meetings is required unless excused by the chairperson for cause. Should any member of the council refuse or neglect to attend any meeting of the council

without being excused by the chairperson for cause and when notified that such member's presence is necessary to form a quorum, that member may be fined a sum not exceeding \$250.00 upon the vote of a majority of the council.

(2) The vote of each council member voting for or against an ordinance or resolution shall be recorded upon the original thereof. The concurrence of three council members shall be necessary for the passage of any ordinance, resolution or other business item.

(Ord. 2012-11, 04-04-12); (Ord. 94-12, 03-22-94)

1-5-9. Reconsideration.

No vote of the council shall be reconsidered or rescinded unless at a meeting where there is present at least ~~the same as large a~~ number of the council as was present when such vote was taken.

(Ord. 94-12, 03-22-94)

1-5-10. Claims approval.

The city council shall examine all claims in excess of \$20,000 presented against the city and when found to be valid obligations of the city, approve their payment.

(2012-11, 04-04-2012) (Ord. 94-12, 03-22-94)

1-5-11. Compensation of city officers and employees.

(1) The council shall, by resolution in June of each municipal election year, fix the compensation per term of any and all Tooele City officers to be elected.

(2) The council shall adopt a salary schedule for all Tooele City employees with each fiscal year's budget. (Ord. 94-12, 03-22-94)

1-5-12. Council members not to hold created office.

(1) A council member may not hold or be appointed to any city office or position created, or for which the compensation has increased, during that council member's term, until one year after the council member's term expires.

(2) Subsection (1) shall not apply to a council member serving on any board or appendage of Tooele City government during that member's term of office and as a part of that member's duty as a council member.

(3) As used in this section, "compensation" means anything of economic value which is paid, loaned, given, granted, donated or transferred to any person or business entity, for or in consideration of personal services, materials, property, or anything whatsoever.

(Ord. 2012-11, 04-04-12); (Ord. 94-12, 03-22-94)

1-5-13. Rules.

The council may, from time to time, make such rules for governing its proceedings as deemed necessary and proper.

(Ord. 94-12, 03-22-94)

TOOELE CITY CORPORATION

ORDINANCE 2019-07

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 1-6 REGARDING MAYORAL POWERS AND DUTIES.

WHEREAS, it is in the public interest to clarify codifications of city policy in the Tooele City Code from time to time; and,

WHEREAS, TCC Chapter 1-6 (Mayor) is currently written and codified in the male gender, and the City Council believes the chapter should be gender neutral to allow for and respect mayors of any gender; and,

WHEREAS, the City Council believes that Chapter 1-6 should be supplemented to clarify the duties of the Mayor with regard to the preparation and presentation of the tentative and final budget to the City Council, and to require adherence to City purchasing policies and procedures; and,

WHEREAS, the City Council believes that the Mayor should have the power to call upon all able-bodied adults, not just males, in the time of emergency; and,

WHEREAS, this ordinance is in the best interest of Tooele City:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 1-6 (Mayor) is hereby amended to read in its entirety as shown in redline in Exhibit A.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

TCC Chapter 1-6, Revised

CHAPTER 6. MAYOR

1-6-1. Mayor and mayor pro tem; vacancy.

1-6-2. Mayor.

1-6-3. Duties.

1-6-4. Powers generally.

1-6-5. Messages.

1-6-6. Officers.

1-6-7. Assistant to mayor. Repealed.

1-6-8. Appointments. Repealed.

1-6-9. Sign for city.

1-6-1. Mayor and mayor pro tem; vacancy.

The chief executive of the City shall be the Mayor, and during the Mayor's ~~his~~ temporary absence or disability, the Chairperson of the City Council shall act as Mayor Pro Tem, who during such absence or disability shall possess the power of Mayor. Whenever a vacancy shall happen in the office of Mayor, the Council shall appoint an interim Mayor until the next Municipal election and until a ~~his~~ successor is elected and qualified.

(Ord. 2012-11, 04-04-12); (Ord. 67-3, 08-14-67)

1-6-2. Mayor.

The Mayor shall be the chief executive officer of the City.

(Ord. 67-3, 08-14-67)

1-6-3. Duties.

The Mayor shall perform all duties which are or may be prescribed by law or this Code and shall see that they are faithfully executed.

(Ord. 2012-11, 04-04-12); (Ord. 67-3, 08-14-67)

1-6-4. Powers generally.

The Mayor shall exercise within the City limits the power conferred upon the Mayor ~~him~~ to suppress disorder and keep peace. The Mayor shall have authority to grant full pardons for violations of the provisions of this Code or to remit so much of any fine or penalty as belongs to the City, together with the costs of prosecution when to the Mayor ~~him~~ it shall seem just, reasonable, and a meritorious cause. ~~He~~The Mayor shall report to the Council the number of fines remitted and pardons granted and the reasons therefor. ~~He~~The Mayor may permit the use of the facilities in the City Hall, by proper persons and for proper purposes, but not to interfere with the rights and uses of the City. ~~He~~The Mayor shall have power and authority at all times to examine and inspect the books, records and papers of any officer or agent employed by the City. ~~He~~The Mayor shall have power, when necessary, to call upon every ~~male~~ inhabitant of the City over the age of twenty-one (21) years to aid in enforcing the laws and provisions of this Code, in suppressing riots and other disorderly conduct. ~~His~~The Mayor's powers and duties

shall include:

(1) To appoint and dismiss from employment all persons employed by the City except for the city recorder or other employees appointed by the Council, and except as conditioned upon Council consent, both as provided by the Charter. All such appointments are to be made on the basis of fitness alone.

(2) To have direct supervision and responsibility over operations in the Finance Department, City Attorney's Office, City Recorder's Office, Human Resources Department, Police Department, Fire Department, City Hall, Community Development Department, Public Works Department, Parks and Recreation Department, and other administrative departments as may be created or amended from time to time. Included as a part thereof, ~~he~~the Mayor shall have direct supervision of the construction, improvements, repairs, and maintenance of streets, sidewalks, alleys, lanes, bridges, and other public highways; of sewers, drains, ditches, culverts, streams and water courses, and gutters and curbs; of all public buildings, boulevards, parks, playgrounds, squares, and other grounds and facilities belonging to the City; and the collection and disposal of waste materials.

(3) To care for and preserve all machinery, tools, appliances, facilities, and property belonging to the City.

(4) To oversee the issuing of building permits, the inspection of buildings, plumbing, and wiring, subject to uniform codes adopted by the City.

(5) To act as the purchasing agent for the City through an authorized ~~his~~ designee, to see that city codes and purchasing policies are adhered to, to approve all claims against the City less the \$20,000.00, and to see that all goods purchased by and for the City are received as per contract.

(6) To attend all meetings of the Council with the right to take part in the discussion but not to vote, except in case of a tie vote of the Council; to recommend to the Council for adoption such measures as ~~he~~the Mayor may deem necessary or expedient.

(7) To prepare the annual ~~tentative~~ budget (to be construed as a financial estimate only) and present it to the City Council by the first Wednesday in May, to prepare and present the annual final budget to the City Council as required by state law, and to keep the Council advised as to the financial condition and needs of the City.

(8) To perform such other duties as may be required by ordinance or resolution of the Council or otherwise allowed by the Charter or by State law.

(Ord. 2012-11, 04-04-12); (Ord. 95-21, 01-06-96); (Ord. 76-23, 11-11-76; Ord. 67-3, 08-14-67)

1-6-5. Messages.

The Mayor shall from time to time give the Council information relative to the affairs of the City and shall recommend for their consideration such measures as the

Mayor ~~he~~ may deem expedient.
(Ord. 67-3, 08-14-67)

1-6-6. Officers.

The Mayor shall appoint the following officers: city attorney, treasurer, police chief, fire chief, four members of the Planning Commission, all department heads except the city recorder, and members of advisory boards as provided by this Code, with the consent of the City Council, except as expressly permitted otherwise by the City Code or Utah Code. (The following officers shall be appointed by the Council: ~~city recorder, auditor, annual independent auditor, and three members of the Planning Commission.~~) ~~The Mayor, by and with the consent of the Council, shall appoint the city attorney.~~

(Ord. 2012-11, 04-04-12); (Ord. 94-56, 01-31-95);
(Ord. 67-3, 08-14-67)

1-6-7. Assistant to mayor. Repealed.

(Ord. 2012-11, 04-04-12)

1-6-8. Appointments. Repealed.

(Ord. 2012-11, 04-04-12)

1-6-9. Sign for city.

The Mayor shall sign ~~all~~ contracts, leases, deeds, and other writings on the part of the City as authorized by resolution of the Council or as required by law. Notwithstanding, the Mayor shall have authority to sign ~~all~~ contracts on the part of the City which are administrative in nature and which are for less than \$20,000.00, without further City Council authorization.

(Ord. 2012-11, 04-04-12); (Ord. 2000-17, 08-16-2000);
(Ord. 67-3, 08-14-67)

A R P R
March 21, 2019

to Tooele City Planning Commission
Business Date: March 27, 2019

from Planning Division
Community Development Department

Prepared by Andrew Aagard, City Planner / Zoning Administrator

Re Tooele City Police Station – Final Plat Subdivision Request

Application No.: P19-171
Applicant: Tooele City
Project Location: 70 North Garden Street
Zoning: GC General Commercial Zone
Acreage: 2.27 Acres (Approximately 98,880 ft²)
Request: Request for approval of a Final Plat Subdivision in the GC General Commercial zone regarding the consolidation of five individual metes and bounds parcels into one platted subdivision lot and creating necessary utility easements.

AC R

This application is a request for approval of a Final Plat Subdivision for approximately 2.27 acres located at 70 North Garden Street. The property is currently zoned GC General Commercial. The applicant is requesting that a Final Plat Subdivision plat be approved in order to consolidate five metes and bounds parcels into one platted subdivision lot. The plat will also finalize various public utility and drainage easements on the property.

A A

General Plan and Zoning. The Land Use Map of the General Plan calls for the Commercial land use designation for the subject property. The property has been assigned the GC General Commercial zoning classification. The purpose of the GC to encourage the establishment of a wide variety of retail commercial uses, service commercial activities, entertainment and other services and activities meeting the needs of the residents of the City. The General Commercial District (GC) allows and encourages that retail and service businesses and related uses be grouped together into commercial centers. The uses and activities allowed in this District should enhance employment opportunities, provide for commercial activities and services required by residents of the city and surrounding areas, encourage the efficient use of land, enhance property values and add to the overall strength of the city's tax base. The GC General Commercial zoning designation is identified by the General Plan as a preferred zoning classification for the Commercial land use designation. Properties to the north, west and south are all zoned GC General Commercial. Properties to the east are zoned R1-7 Residential. Mapping pertinent to the subject request can be found in Exhibit "A" to this report.

Subdivision Layout. This is a one lot subdivision plat that is the mechanism Tooele City has chosen to use to consolidate five older metes and bounds parcels into one platted lot. Tooele City ordinance requires new lots in the GC zone to be 3 acres but provides a reduction in lot size to properties that are existing GC zones. The property has been GC zone for many years and is not requiring a zoning map amendment. The lot itself exceeds all requirements for lot frontages and lot widths.

The subdivision plat also facilitates the vacation and creation of various public utility and drainage easements on the property. Existing overhead power line easements on the property will be vacated and public utility and drainage easements will be created along the perimeter of the parcel.

Criteria For Approval. The procedure for approval or denial of a Subdivision Final Plat request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-10 and 11 of the Tooele City Code.

R V

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

1. The subdivision lot as proposed meets or exceeds all minimum requirements as found in the GC General Commercial zone regarding lot size, lot width and lot frontages.

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

Noticing. Subdivisions do not require a public hearing and therefore do not require noticing.

A R C MM A

Staff recommends approval of the request for a Final Plat Subdivision by Tooele City, application number P19-171, subject to the following conditions:

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

This recommendation is based on the following findings:

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

GC General Commercial zone regarding lot size, lot width and lot frontages.

M M

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Tooele City Police Station Final Plat Subdivision Request by Tooele City for the purpose of creating a new 1 lot subdivision, application number P19-171, based on the findings and subject to the conditions listed in the Staff Report dated March 21, 2019:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Tooele City Police Station Final Plat Subdivision Request by Tooele City for the purpose of creating a new 1 lot subdivision, application number P19-171, based on the following findings:”

1. List any findings...

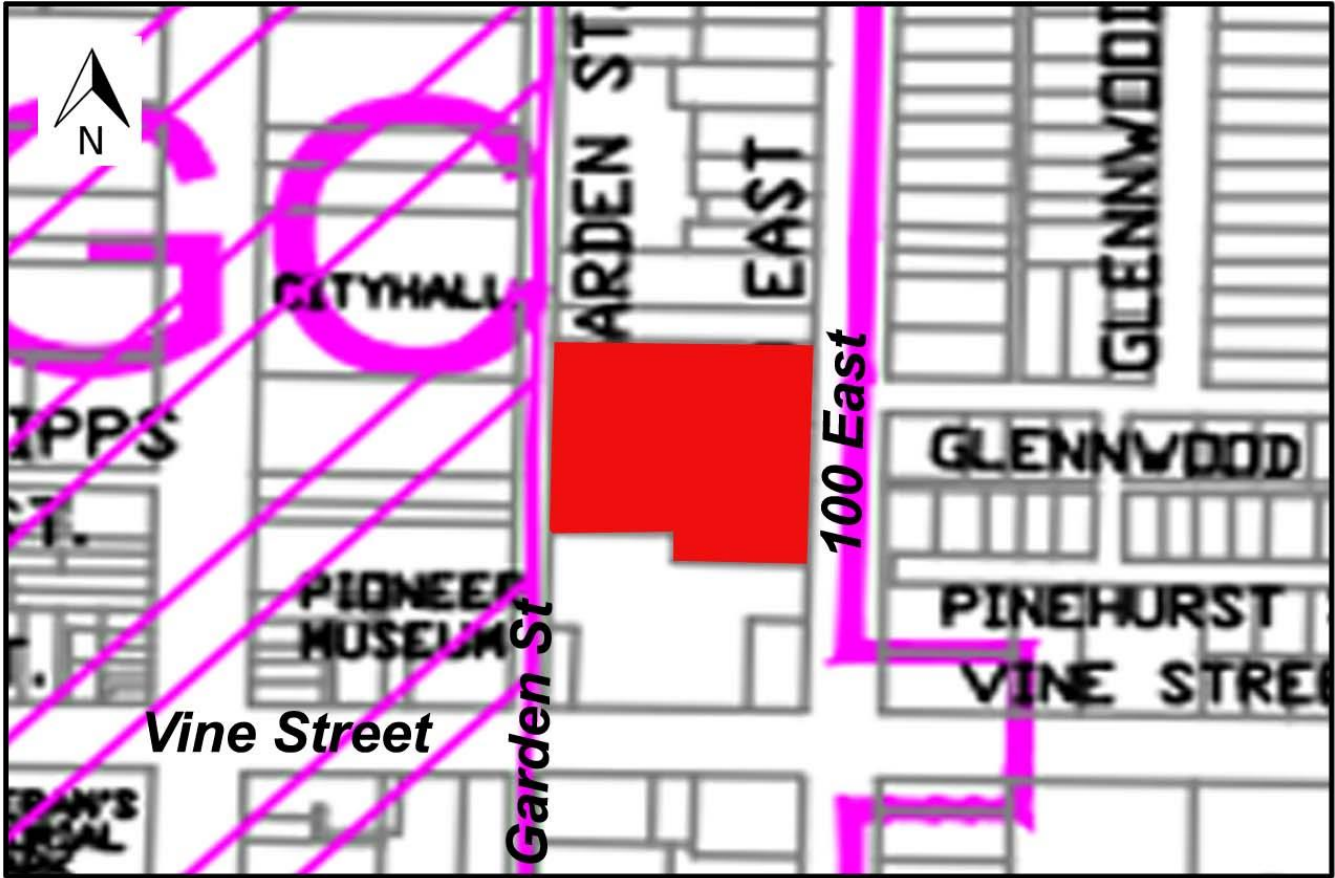
A
MAPP P R V C P C A A P A

Tooele City Police Station Site Plan Design Review



Aerial View

Tooele City Police Station Site Plan Design Review



Current Zoning

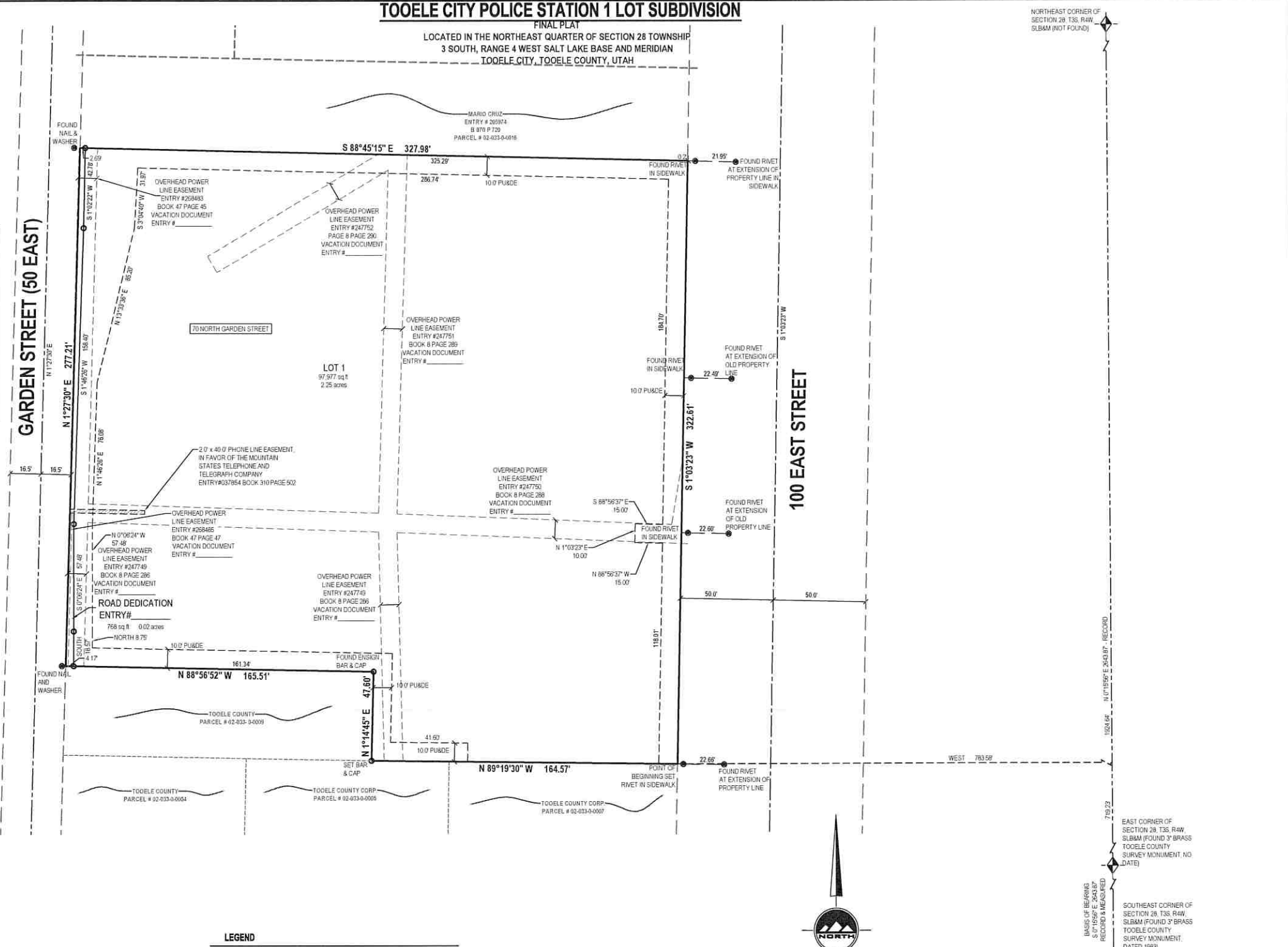
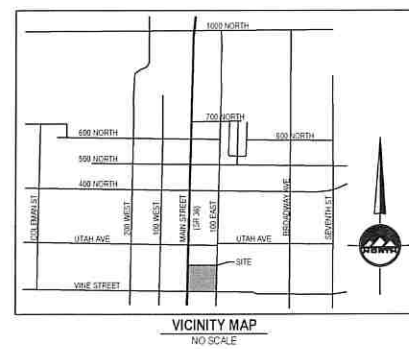
PR P V PM P A

TOOELE CITY POLICE STATION 1 LOT SUBDIVISION

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

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

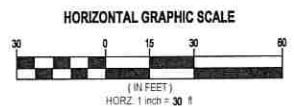
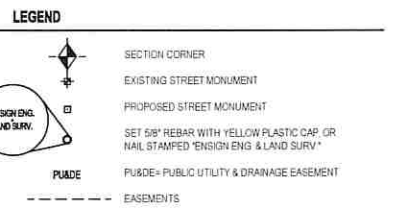
BENCHMARK
 RIVET IN SIDEWALK AT THE NORTHEAST
 CORNER OF THE PROPERTY
 ELEVATION +5142.35
 SECONDARY
 RIVET IN SIDEWALK AT THE SOUTHEAST
 CORNER OF PROPERTY
 ELEVATION +5150.45



SURVEYOR'S CERTIFICATE
 I, Douglas J. Kinsman, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 334575, as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as TOOELE CITY POLICE STATION 1 LOT SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

SURVEYORS NARRATIVE
 The basis of bearing for this survey is the line between the found monuments at the East Quarter Corner and the Southeast Corner of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, which bears South 0°15'55" East 2843.87 feet (record and measured).
BOUNDARY DESCRIPTION
 As Surveyed Description
 A parcel of land, situated in the Northeast Quarter of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:
 Beginning at a point on the west line of 100 East Street, which is located North 0°15'55" West 719.23 feet along the Section line and West 783.58 feet from the found monument at the East Quarter Corner of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running
 thence North 89°19'30" West 164.57 feet;
 thence North 1°14'45" East 47.60 feet;
 thence North 88°56'52" West 165.51 feet to the east line of 50 East Street;
 thence North 1°27'30" East 277.21 feet along said east line;
 thence South 88°48'15" East 327.98 feet to the west line of said 100 East Street;
 thence South 1°03'23" West 322.81 feet along said west line to the Point of Beginning.

Parcel contains 26,745 square feet or 2.27 acres.
MARCH 20, 2019
 Date
 Douglas J. Kinsman
 License No. 334575



ENSIGN
 SALT LAKE CITY
 45 W 10000 S, Suite 500
 Sandy, UT 84070
 Phone: 801.255.0525
 Fax: 801.255.8449
 WWW.ENSGN.COM

SHEET 1 OF 1
 PROJECT NUMBER: 8172
 MANAGER: D. KINSMAN
 DRAWN BY: C. CARPENTER
 CHECKED BY: D. KINSMAN
 DATE: 3/20/19

TOOELE CITY COUNCIL APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____

DEVELOPER
 TOOELE CITY
 90 NORTH MAIN STREET
 TOOELE, UTAH, 84074
 435-843-2100

ROCKY MOUNTAIN POWER COMPANY
 1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
 2. PURSUANT TO UTAH CODE ANN. § 17-27A-803(A)(3)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 (1) A RECORDED EASEMENT OR RIGHT-OF-WAY
 (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 (3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
 (4) ANY OTHER PROVISION OF LAW

APPROVED THIS _____ DAY OF _____, 20____

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

APPROVED THIS _____ DAY OF _____, 20____ BY THE DOMINION ENERGY

SIGNATURE _____ TITLE _____

OWNER'S DEDICATION
 Known all men by these presents that I / we, the under- signed owner (s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

TOOELE CITY POLICE STATION 1 LOT SUBDIVISION
 do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public Use. In witness whereof I / we have hereunto set our hand(s) this _____ day of _____, A.D., 20____.

By Municipal Bldg. Authority of Tooele City, Utah, _____ By _____
 Tooele City Mayor, Debbie Winn

CORPORATE ACKNOWLEDGMENT
 STATE OF UTAH, County of Tooele, J.S.S.
 On the _____ day of _____, A.D., 20____, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Corporation by authority of a resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.
 MY COMMISSION EXPIRES _____
 _____ RESIDING IN _____ COUNTY
 NOTARY PUBLIC

TOOELE CITY POLICE STATION 1 LOT SUBDIVISION
 FINAL PLAT
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP
 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN
 TOOELE CITY, TOOELE COUNTY, UTAH

PLANNING COMMISSION APPROVAL
 APPROVED AS TO FORM THIS _____ DAY OF _____, 20____

COMMUNITY DEVELOPMENT APPROVAL
 APPROVED AS TO FORM THIS _____ DAY OF _____, 20____

COUNTY HEALTH DEPARTMENT APPROVAL
 APPROVED AS TO FORM THIS _____ DAY OF _____, 20____

COUNTY SURVEYOR APPROVAL
 APPROVED AS TO FORM THIS _____ DAY OF _____, 20____
 RECORD OF SURVEY FILE # 2013-0012-01

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

COUNTY TREASURER
 APPROVED AS TO FORM THIS _____ DAY OF _____, 20____

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

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

A R P R
March 19, 2019

o Tooele City Planning Commission
Business Date: March 27, 2019

rom Planning Division
Community Development Department

Prepared by Andrew Aagard, City Planner / Zoning Administrator

Re Providence at Overlake Phase 3 – Final Plat Subdivision Request

Application No.: P18-894
Applicant: Howard Schmidt
Project Location: Approximately 1400 North 400 West
Zoning: R 1-7 Residential Zone
Acreage: Approximately 12 Acres (522,720 ft²)
Request: Request for approval of a Final Plat Subdivision in the R 1-7 Residential zone regarding the creation of 48 single-family residential lots.

AC R

This application is a request for approval of a Final Plat Subdivision for approximately 12 acres located at approximately 1400 North 400 West. The property is currently zoned R 1-7 Residential. The applicant is requesting that a Final Plat Subdivision be approved to allow for the development of the currently vacant site as a 48 lot single-family subdivision.

A A

General Plan and Zoning. The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the R 1-7 Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R 1-7 zone is to “provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City’s residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single family dwellings, two-family dwellings and multi-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.” All surrounding properties are currently zoned R1-7 Residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Subdivision Layout. Providence at Overlake Phase 3 is a very straight-forward subdivision. The subdivision is laid out with streets running north to south and a connection to Providence Way that in turn connects to Clemente Way. This subdivision will construct a portion of Berra Boulevard and will leave stubs on the east side and west side for future connections as well as stubs to the south as connections for future phases in the Providence at Overlake Subdivision.

Each lot within Phase 3 meets or exceeds all standards of lot width, lot frontage and lot size as required by the R1-7 Residential ordinance. There are no open spaces, double fronting lots or storm water

management basins to maintain and there are no fencing requirements for this phase of the subdivision.

Criteria For Approval. The procedure for approval or denial of a Subdivision Final Plat request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-10 and 11 of the Tooele City Code.

R V

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

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

A R C MM A

Staff recommends approval of the request for a Final Plat Subdivision by Howard Schmidt, , application number P18-894, subject to the following conditions:

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

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.
6. The subdivision as proposed meets and/or exceeds all development standards as required by Tooele City's Subdivision ordinance and the R1-7 zoning district.

M M

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Providence at Overlake Phase 3 Final Plat Subdivision Request by Howard Schmidt, to create 48 single family lots at approximately 1400 North 400 West, application number P18-894, based

on the findings and subject to the conditions listed in the Staff Report dated March 19, 2019”

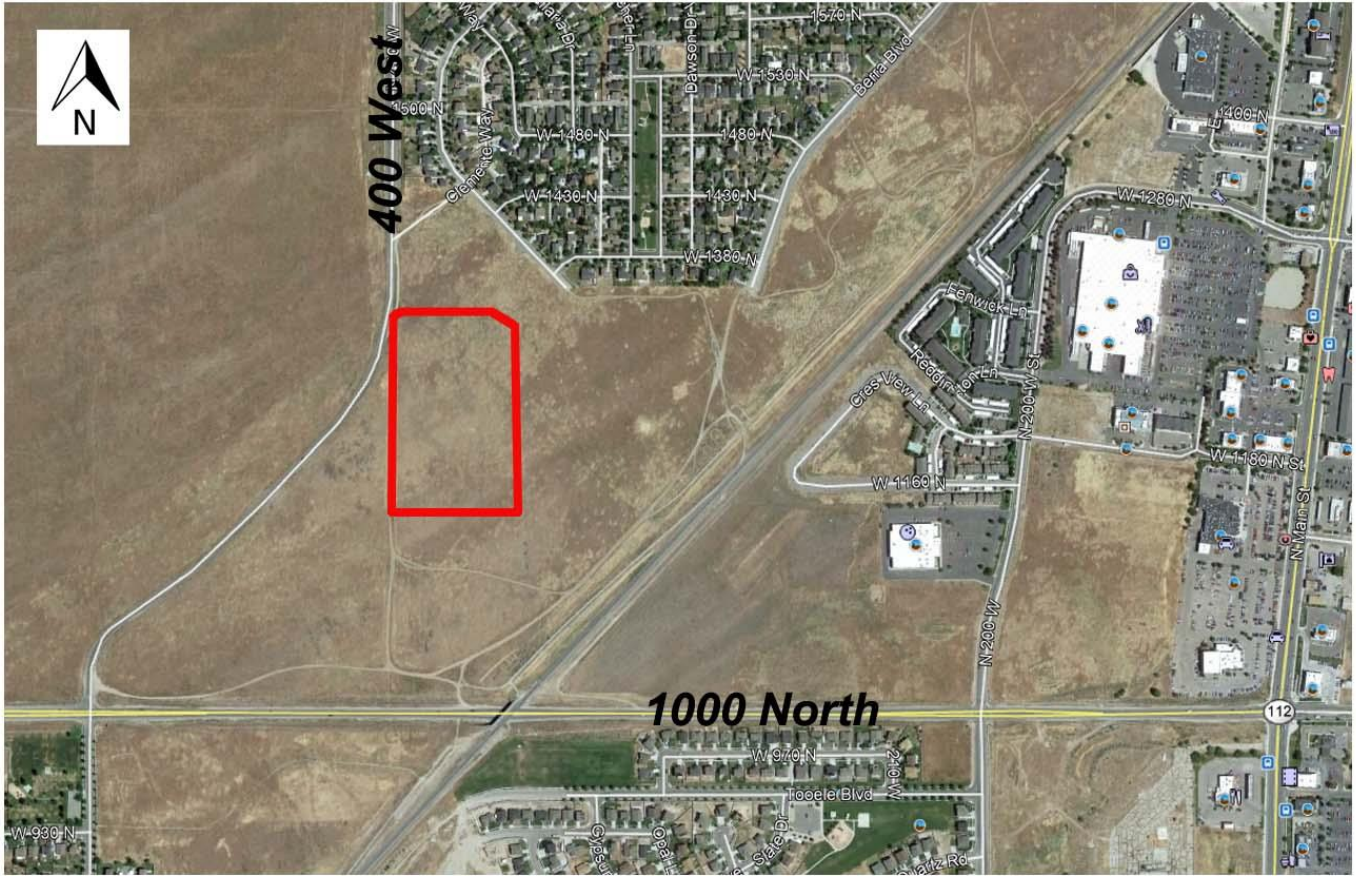
1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Providence at Overlake Phase 3 Final Plat Subdivision Request by Howard Schmidt, to create 48 single family lots at approximately 1400 North 400 West, application number P18-894, based on the following findings:”

1. List any findings...

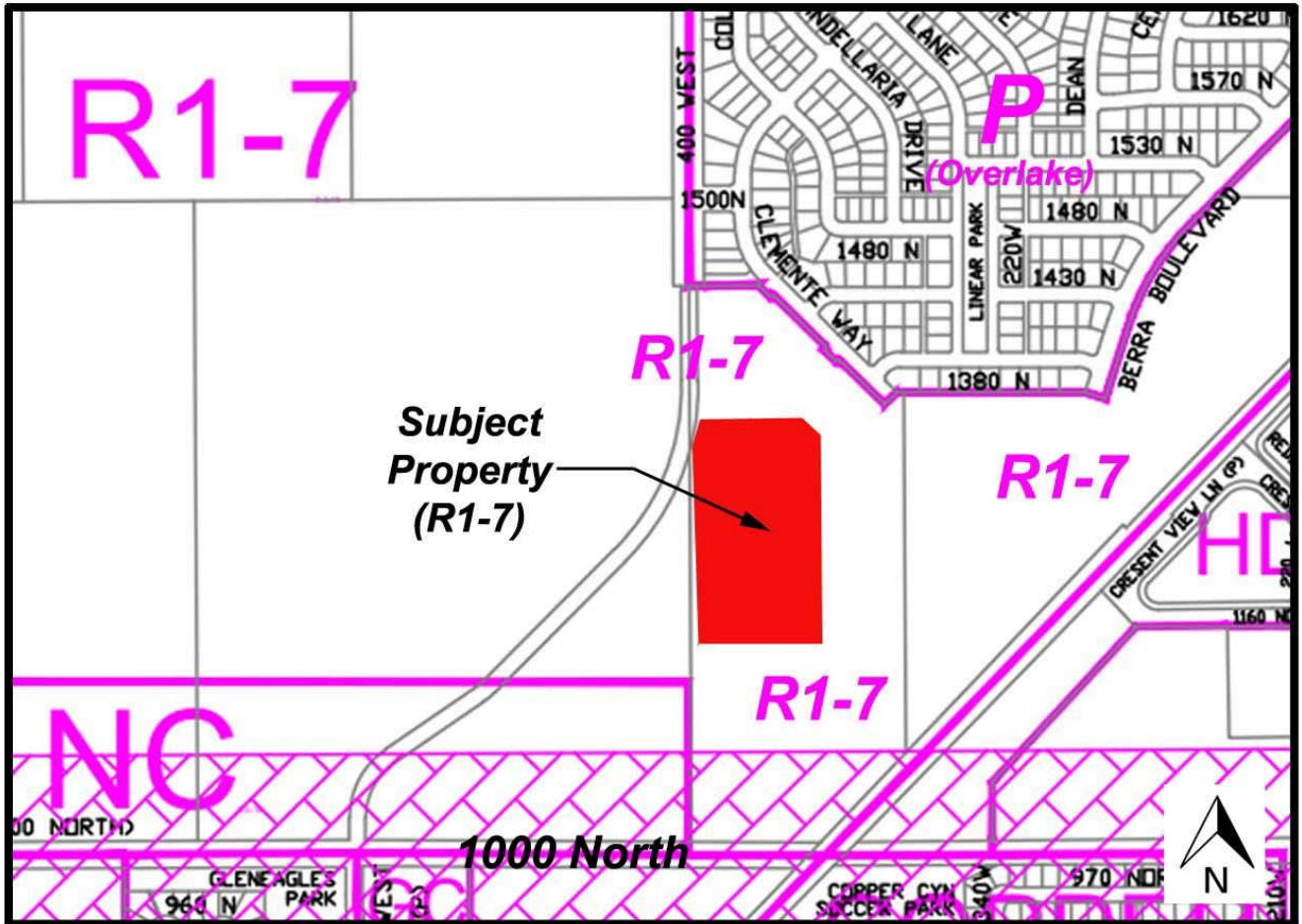
MAPP P R A
P A V C A V R A P A 3 A
P A V

Providence at Overlake Phase 3 Final Plat



Aerial View

Providence at Overlake Phase 3 Final Plat



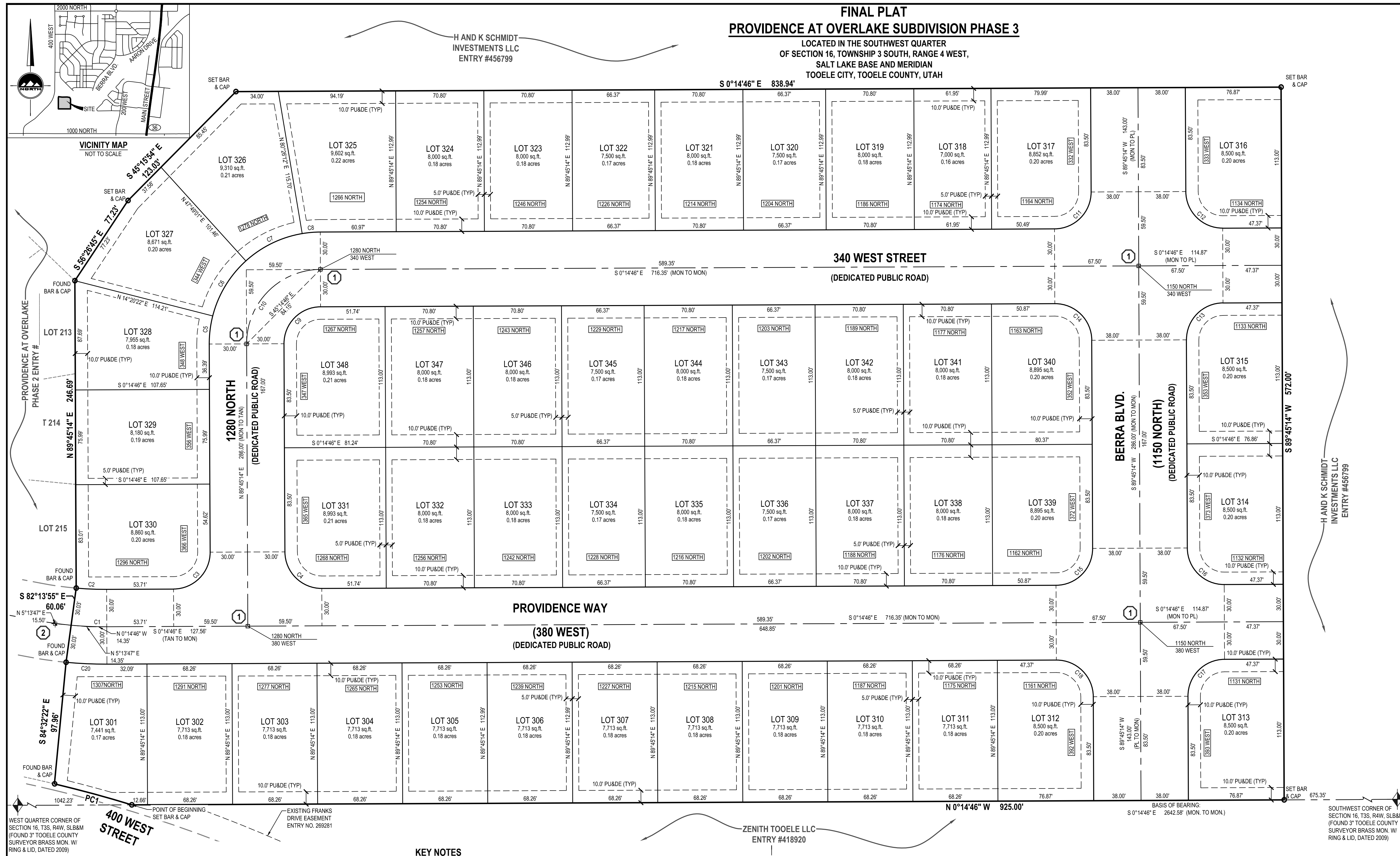
Current Zoning

PR P V PM P A

FINAL PLAT PROVIDENCE AT OVERLAKE SUBDIVISION PHASE 3

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH

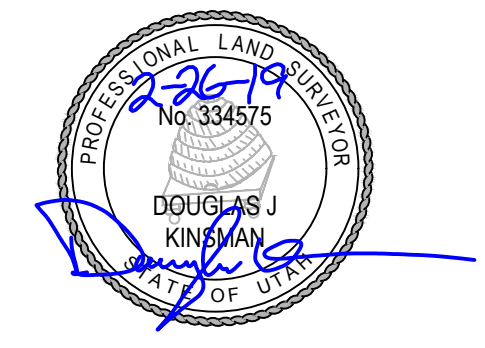
H AND K SCHMIDT
INVESTMENTS LLC
ENTRY #456799



SURVEYOR'S CERTIFICATE
I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 334575, as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, and streets, hereafter to be known as PROVIDENCE AT OVERLAKE SUBDIVISION PHASE 3, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION
A parcel of land, situate in the Southwest Quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Tooele County, Utah, more particularly described as follows:
Beginning at a point on the section line, said point being South 0°14'46" East 1042.23 feet along the section line from the West Quarter Corner of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:
thence Northeasterly 64.32 feet along the arc of a 1047.00-foot radius curve to the left (center bears North 73°00'48" West and the long chord bears North 15°13'30" East 64.31 feet through a central angle of 3°13'11.7"), along a future road dedication called 400 West Street, to the south line of Providence at Overlake Subdivision Phase 2;
thence South 84°32'22" East 97.96 feet along said subdivision;
thence South 82°13'55" East 60.06 feet along said south line;
thence North 89°45'14" East 246.69 feet along said south line of said subdivision;
thence South 56°29'45" East 77.23 feet;
thence South 45°15'54" East 123.03 feet;
thence South 0°14'46" East 838.94 feet;
thence South 89°45'14" West 572.00 feet to the section line;
thence North 0°14'46" West 925.00 feet along said section line, to the Point of Beginning.
Parcel contains: 546,589 square feet or 12.55 acres.

FEB 26, 2019
Date
Douglas J. Kinsman
License No. 334575

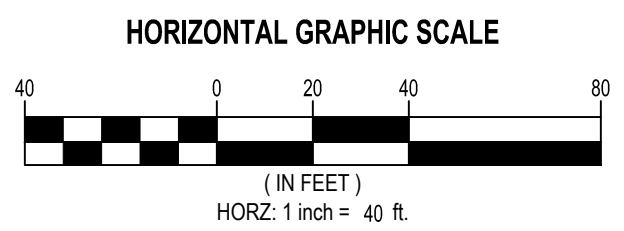


CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	300.00'	28.67'	5°28'33"	S2°29'31"W	28.66'
C2	270.00'	24.48'	5°11'38"	S2°21'03"W	24.47'
C3	29.50'	46.34'	90°00'00"	S45°14'46"E	41.72'
C4	29.50'	46.34'	90°00'00"	S44°45'14"W	41.72'
C5	89.50'	22.78'	14°35'08"	N82°57'12"W	22.72'
C6	89.50'	52.29'	33°28'38"	N58°55'18"E	51.55'
C7	89.50'	50.95'	32°37'11"	N25°52'24"W	50.27'
C8	89.50'	14.55'	9°19'02"	N4°54'17"W	14.54'
C9	29.50'	46.34'	90°00'00"	N45°14'46"W	41.72'
C10	59.50'	93.46'	90°00'00"	N45°14'46"W	84.15'
C11	29.50'	46.34'	90°00'00"	S45°14'46"E	41.72'
C12	29.50'	46.34'	90°00'00"	S44°45'14"W	41.72'
C13	29.50'	46.34'	90°00'00"	N45°14'46"W	41.72'
C14	29.50'	46.34'	90°00'00"	N44°45'14"E	41.72'
C15	29.50'	46.34'	90°00'00"	S45°14'46"E	41.72'
C16	29.50'	46.34'	90°00'00"	S44°45'14"W	41.72'
C17	29.50'	46.34'	90°00'00"	N45°14'46"W	41.72'
C18	29.50'	46.34'	90°00'00"	N44°45'14"E	41.72'
C20	330.00'	32.87'	5°42'25"	S2°36'27"W	32.86'
C46	29.50'	46.34'	90°00'00"	S45°14'46"E	41.72'
PC1	1047.00'	64.32'	3°13'11.7"	N15°13'36"E	64.31'

OWNER'S DEDICATION
Known all men by these presents that the undersigned are the owner(s) of the herein described tract of land and hereby cause the same to be divided into lots and streets together with easements as set forth hereafter to be known as **PROVIDENCE AT OVERLAKE SUBDIVISION PHASE 3**. The undersigned owner(s) hereby dedicate to Tooele City all those parts or portions of said tract of land on said plat designated herein as streets, the same to be used as public thoroughfares forever. The undersigned owner(s) also hereby convey to Tooele City and any and all public utility companies providing service to the herein described tract a perpetual, non-exclusive easement over the streets and public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner(s) also hereby conveys any other easements as shown hereon to the parties indicated and for the purpose shown hereon.
In witness whereof I have hereunto set my / our hand this _____ day of _____, A.D., 20____.

- KEY NOTES**
- SET STREET MONUMENT PER TOOELE CITY STANDARDS AND SPECIFICATIONS
 - FOUND STREET MONUMENT

ZENITH TOOELE LLC
ENTRY #418920



LEGEND

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT TO BE SET
- SECTION CORNER
- 5/8"X24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
- PUBLIC UTILITY AND DRAINAGE EASEMENT
- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- ADJACENT RIGHT OF WAY LINE
- TANGENT LINE

NOTE:
OFFSET PINS TO BE PLACED IN TOP BACK OF CURB, 3/4" x 24" REBAR WITH YELLOW PLASTIC CAP STAMPED "ENSGN ENG. & LAND SURV." TO BE PLACED AT ALL OTHER LOT AND BOUNDARY CORNERS

<p>DOMINION ENERGY</p> <p>DOMINION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.</p> <p>APPROVED THIS _____ DAY OF _____, A.D. 20____</p> <p>DOMINION ENERGY</p> <p>BY _____</p> <p>TITLE _____</p>	<p>ROCKY MOUNTAIN POWER</p> <p>ROCKY MOUNTAIN POWER, A DIVISION OF PACIFICORP APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRICAL UTILITIES SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ROCKY MOUNTAIN POWER AT 1-800-469-3961.</p> <p>APPROVED THIS _____ DAY OF _____, A.D. 20____</p> <p>ROCKY MOUNTAIN POWER</p> <p>BY _____</p> <p>TITLE _____</p>	<p>TOOELE CITY COUNCIL</p> <p>APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY COUNCIL.</p> <p>_____</p> <p>_____</p> <p>ATTEST: CITY RECORDER</p>	<p>COUNTY TREASURER APPROVAL</p> <p>APPROVED AS TO FORM THIS _____ DAY OF _____, 20____ BY THE TOOELE COUNTY TREASURER.</p> <p>_____</p> <p>TOOELE COUNTY TREASURER</p>	<p>CITY ATTORNEY'S APPROVAL</p> <p>APPROVED AS TO FORM THIS _____ DAY OF _____, 20____ BY THE CITY ATTORNEY</p> <p>_____</p> <p>TOOELE CITY ATTORNEY</p>	<p>CITY ENGINEER'S APPROVAL</p> <p>APPROVED AS TO FORM THIS _____ DAY OF _____, 20____ BY THE CITY ENGINEER</p> <p>_____</p> <p>TOOELE CITY ENGINEER</p>	<p>COUNTY SURVEY DEPARTMENT APPROVAL</p> <p>APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE COUNTY SURVEY DEPARTMENT. RECORD OF SURVEY FILE #2018-0019</p> <p>_____</p> <p>TOOELE COUNTY SURVEY DIRECTOR</p>	<p>COUNTY HEALTH DEPARTMENT APPROVAL</p> <p>APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE COUNTY HEALTH DEPARTMENT</p> <p>_____</p> <p>TOOELE COUNTY HEALTH DEPT.</p>	<p>TOOELE COUNTY RECORDER</p> <p>RECORDED # _____</p> <p>STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF: _____</p> <p>DATE: _____ TIME: _____</p> <p>FEES _____</p> <p>TOOELE COUNTY RECORDER</p>
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DEVELOPER
HOWARD SCHMIDT
PO BOX 95410
SOUTH JORDAN, UTAH
801-859-9449

SHEET 1 OF 1

PROJECT NUMBER: 7563A
MANAGER: D. KINSMAN
DRAWN BY: R. FISH
CHECKED BY: D. KINSMAN
DATE: 2/26/2019



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

SALT LAKE CITY
Phone: 801.541.1100
LAVTON
Phone: 435.865.1483
CEDAR CITY
Phone: 435.865.1483
RICHFIELD
Phone: 435.866.2863

WWW.ENSGNENG.COM

COUNTY TREASURER APPROVAL

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

TOOELE COUNTY TREASURER

CITY ATTORNEY'S APPROVAL

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

TOOELE CITY ATTORNEY

CITY ENGINEER'S APPROVAL

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

TOOELE CITY ENGINEER

COUNTY SURVEY DEPARTMENT APPROVAL

APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE COUNTY SURVEY DEPARTMENT. RECORD OF SURVEY FILE #2018-0019

TOOELE COUNTY SURVEY DIRECTOR

COUNTY HEALTH DEPARTMENT APPROVAL

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

TOOELE COUNTY HEALTH DEPT.

PROVIDENCE AT OVERLAKE SUBDIVISION PHASE 3

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH

TOOELE CITY CORPORATION

RESOLUTION 2019-33

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH _____ FOR THE INSTALLATION OF A NEW IRRIGATION SYSTEM AT ELTON PARK.

WHEREAS, the City Council and City Administration desire to install a new automated irrigation system at Elton Park, including POC, main closed loop line, supply lines, sprinkler heads, and controls, and including the providing of as-built plans ("Improvements"); and,

WHEREAS, _____ (Contractor) has submitted a competitive bid of \$ _____ to install the Improvements; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to approve a contract (see Exhibit A) with the Contractor to install the Improvements:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that a contract with _____ to construct the pavilion is hereby approved in the amount of \$ _____.

This Resolution is in the best interest of the general welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

SEAL

Approved as to Form:


Roger Evans Baker, City Attorney

Exhibit A

Contract

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____
- C. Telephone number: _____
- D. Facsimile number: _____

1.2 OWNER

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

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

Elton Park Irrigation Project

1.4 ENGINEER

- A. Designer GPS Golf As-Built Design is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
 - 1. Base Bid.
 - 2. _____

3. _____

4. _____

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

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: _____ Dollars

2.2 CONTRACT TIME

A. The Work shall be substantially completed by October 1, 2019 and fully completed by October 15, 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: _____

- C. Title: _____

- D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019.

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

Notary's signature

Residing at

My commission expires:

Notary's seal

3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

TOOELE CITY CORPORATION

RESOLUTION 2019-32

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH CHRISTENSEN AND GRIFFITH CONSTRUCTION COMPANY (C&G) FOR THE CONSTRUCTION OF A PAVILION AT THE OQUIRRH HILLS GOLF COURSE.

WHEREAS, the City Council and City Administration desire to use P.A.R. tax and other revenues to construct a 45-foot by 54-foot post and beam event pavilion at the Oquirrh Hills Golf Course clubhouse; and,

WHEREAS, Christensen & Griffith Construction Company (C&G) has submitted a competitive bid of \$210,719.84 to construct the pavilion; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to approve a contract (see Exhibit A) with the C&G to construct the pavilion:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that a contract with the C&G to construct the pavilion is hereby approved in the amount of \$210,719.84.

This Resolution is in the best interest of the general welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:



Roger Evans Baker, City Attorney

Exhibit A

Contract

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Christensen & Griffith Construction Company
- B. Address: 30 S Tooele Blvd, Tooele, UT 84074
- C. Telephone number: (435) 882-1529
- D. Facsimile number: _____

1.2 OWNER

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

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

Oquirrh Hills Golf Course Pavilion

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.
- C. Based upon the above awarded schedules, the Contract Price awarded is: **\$210,719.84.**

2.2 CONTRACT TIME

- A. The Work shall be substantially completed by May 3, 2019 and fully completed by May 10, 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: _____
- C. Title: _____
- D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019.

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

Notary's signature

Residing at

My commission expires:

Notary's seal

3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

February 2019
Oquirrh Hills Golf Course Pavilion

END OF DOCUMENT

**Tooele City Council
Business Meeting Minutes**

Date: Wednesday, March 20, 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
Paul Hansen, City Engineer
Stephen Evans, Public Works Director
Kami Perkins, Human Resources Director
Darwin Cook, Parks Department Director
Brian Roth, Golf Course Superintendent
Cylee Pressley, Deputy Recorder

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 Golf Superintendent Brian Roth.

2. Roll Call

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

3. 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:

- Haidee Smith
- Xavier Montilla-Rincon
- Petra Anderson

4. Public Comment Period.

Chairman Pruden invited comments from the public, there were none.

Chairman Pruden closed the public comment period.

5. Resolution 2019-20 A Resolution of the Tooele City Council Authorizing the Disposal of Lost or Mislaid Personal Property.

Presented by Chief Ron Kirby

Chief Kirby stated that something that is routinely done at the Police Department is take in items. This is a resolution to authorize the disposal of mislaid property. Often the property is bicycles and other items like that, tonight the resolution is about money. Often times over the year's money is collected either through cases, turned in wallets and other variety of reasons. The department attempts to return that money to the rightful owner. Some of the money discussed tonight goes back 20 years. A statement was read by Chief Kirby from Lieutenant Potter who is responsible for the return of property. "Every Effort has been made to locate any relevant cases by searching paper reports, and archives, manually searching digital report databases and going through evidence logs and records. Those who we were able to identify were sent letters giving them 90 days to claim their funds. Cases where owners could not be identified were listed in the local newspaper, posted at City Hall, Police Station and the Utah Public Notice Website as unclaimed property per Utah Statute 77-24A-5." Chief Kirby thanked Mr. Derek Larson from the City Attorney's office for helping with the resolution. Chief Kirby stated that the Police Department does not hold the money, but it is turned over to the Finance Department in a trust account. The money will be converted to public use and will be used by the Police Department.

Chairman Pruden asked if the money was going to be used to buy radios. Chief Kirby stated yes. The radios are \$2,000 apiece and the department is being forced to convert to a new system by the State.

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

Council Member McCall motioned to approve Resolution 2019-20. 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.

Chief Kirby stated that the amount of money was a total of \$24,423.86.

6. **Resolution 2019-23 A Resolution of the Tooele City Council Giving Notice of Tooele City's Intention to Prepare Updated Impact Fee Facilities Plans and Impact Fee Analyses City-Wide and Approving a Contract with Lewis Young Robertson & Burningham to Prepare the Updated Plans ad Analyses.**

Presented by Mayor Debbie Winn

Mayor Winn stated that the resolution to sign the contract with Lewis Young Robertson & Birmingham, to prepare an updated plan and analysis for the City impact fees. Impact fees are charged to new developments that come to the City to offset the impact that they are making on the City to upgrade culinary water, sanitary sewer. Funds are also put towards parks and recreation and public safety, police and fire department. The cost of the contract is \$58,150. That total can also be paid out of the City impact fee funds. The City attempts to do the study every five years according to state statute to keep the impact fees fair and adjusted to meet the needs of the community. The plan for the impact fees is also updated as needs change within the City.

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

Council Member Pratt motioned to approve Resolution 2019-23. 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. **Resolution 2018-21 A Resolution of the Tooele City Appointing Amanda Graf to the Administrative Control Board of the North Tooele City Special Service District.**

Presented by Council Member Melodi Gochis

Council Member Gochis stated that the North Tooele Service District has recommended the appointment of Amanda Graf to their board. Council Member Gochis is forwarding the recommendation to the City Council for approval. Mrs. Graf was previously employed to take minutes for the Tooele City Council. She is the past chair of the Tooele Democratic Party. Her husband is Chairman of Tooele City Planning Commission.

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

Council Member Gochis motioned to approve Resolution 2018-21. 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.

8. Resolution 2019-24 A resolution of the Tooele City Council Approving a Purchase and Financing Documents with Yamaha Motor Finance Corporation for the Purchase of 80 New Golf Carts.

Presented by Brian Roth

Mr. Roth stated that this is a contract to replace the golf cart fleet. The total price of the contract is \$370,960 with a trade in of \$124,000 for current carts. That will leave a finance amount of \$246,960. The contract will be for six years and the total payment with interest will be \$276,273. Mr. Roth stated that these were the golf carts selected by staff as the best fit for the golf course. They were also the lowest price. The annual payment will be \$46,040. Chairman Pruden asked if that fee will be recouped by golf cart rentals. Mr. Roth stated yes and in the next month or so, he will be back before the City Council with an update to the rental fee schedule.

Chairman Pruden stated that he was on the City Council when the previous set of carts were purchased and they have been well maintained and lived out their life. Some of them were purchased in 2005. He stated that he appreciates the staff at the golf course.

Council Member Pratt motioned to approve Resolution 2019-24. 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.

9. Resolution 2019-22 A Resolution of the Tooele City Council Approving and Ratifying a Contract with LTS Enterprises LLC for the Construction of a New Deck at the Tooele Valley Museum.

Presented Darwin Cook

Mr. Cook stated that this contract is a continuation of the project that has been going on at the Tooele Valley Museum to replace the deck surrounding the building. The east and north parts of the deck and platform have been completed by this same contractor. This is the just the continuation of the back or west part of the deck and an ADA ramp for accessibility. The total cost of the contract is \$36,725. Chairman Pruden stated that part of this contract will be paid out of P.A.R. Tax fees and park impact fees.

Mayor Win stated that there is also a \$10,000 grant from the tourism tax or the special service district that is administered by the Tooele County.

Council Member McCall motioned to approve Resolution 2019-22. 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.

10. Resolution 2019-19 A Resolution of the Tooele City Council Approving a Contract with the Tennis & Track Company to Install Pickleball Courts at Elton Park.

Presented by Darwin Cook

Mr. Cook stated this is a contract with the Tennis & Track Company to modify the east tennis courts at Elton Park into pickleball courts. The original presented contract amount was \$111,086. There has been amended to the amount of \$119,536 with the addition of installation of dividing fences between the six pickleball courts.

Chairman Pruden stated that he appreciated the efforts of staff to get this completed. This is also a P.A.R. tax expenditure.

Council Member McCall asked when the expected completion date was for the courts. Mr. Cook stated that the Tennis & Track Company expects it to take four to five weeks and they are ready to start.

Council Member Gochis motioned to approve Ordinance 2019-19 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.

11. Resolution 2019-25 A Resolution of the Tooele City Council Approving an Agreement with Broderick & Henderson to Construct Public Restrooms at the City Park at 200 West & Vine Street.

Presented by Darwin Cook

Mr. Cook stated that will be a contract with Broderick & Henderson for a bathroom on the southwest side of the park next to existing pavilion. It will be on the south east side of the pavilion where the port-o-potties are now. There will be four single stalls and one ADA stall with wash facilities and storage.

Chairman Pruden stated that the contractor has stated that they can get the project completed by the first Fridays on Vine on June 7th. He thanked the staff for the work to get this done for the City.

Council Member Gochis motioned to approve Resolution 2019-25. 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.

Chairman Pruden asked Council Member Gochis to announce the line up for the 2019 season of Fridays on Vine. Council Member Gochis read the following list;

- June 7th – Carver Lewis a local entertainer.
- June 14th – Exit 99 a local band.
- June 21st – The Arts Festival will host an event and entertainment.
- June 29th – The National Army Guard Band
- July 5th – Nathan Osmond
- July 12th – Peter Brinholt
- July 19th – Artie Hemhil and the Ironhorse band
- July 26th – still being negotiated
- August 2nd – Joshua Creek
- August 9th – The Imagine Band
- To finish the season is Ryan Shoop and the Rubber Bands

Chairman Pruden thanked Council Member Gochis for her efforts to book the bands.

12. Resolution 2019-26 A Resolution of the Tooele City Council Approving & Ratifying an Agreement with State Fire DC Specialties LLC for Fire Suppression System Upgrades at the Tooele City Water Reclamation Facility.

Presented by Steve Evans

Mr. Evans stated that this is an upgrade to the system installed in 2001. It is the eight buildings at the plant. The contract total is \$42,601.

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

Council Member McCall motioned to approve Resolution 2019-26. 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.

13. Subdivision Final Plat for the Skyline Ridge, Phase 1 Application by Todd Castagno, Located at 1430 East Skyline Drive in the R1-14 Residential Zoning District for the Purposes of Creating 25 Single-Family Residential Lots.

Presented by Jim Bolser

Mr. Bolser stated that this last summer the City Council approved a preliminary plan for three phases for the project. At this point in time the application has been brought forward for the final plat of the first phase, which is the 25 lots closet to the existing Loma Vista Subdivision. A map of the project was shown on the screen. With this subdivision there will be improvements of Skyline Drive and extending it to the extent of the plat. The existing zoning for the plat is R1-14, which was determined by the City Council when the property was annexed into the City a couple of years ago. The Planning Commission has heard this application for final plat and forwarded a unanimous positive recommendation.

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

Council Member Wardle motioned to approve the Subdivision Final Plat for Skyline Ridge, Phase 1 Application by Todd Castagno, Located at 1430 East Skyline Drive for the purpose of Creating 25 Single-Family Residential Lots. 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. Public Hearing and Motion on Ordinance 2019-05 An Ordinance of Tooele City Vacating a Public Easement Associated with Frank's Drive.

Presented by Jim Bolser

Mr. Bolser stated that this a portion of 400 West and curves to 600 West the curved portion is called Franks Drive. When the City Council approved the final plat for Providence at Overlake Phase 2 during recording it was found that there was an old easement that outlined Franks Drive. The easement on paper does not line up with Franks Drive on the ground. The plat was recorded but there is an overlap of the easement and conflicts with the plat. The right-of-way of the subdivision is more accurate to the actual road.

Chairman Pruden asked if the Council had any comments or questions, there were none. Chairman Pruden opened a public hearing, there were no comments. Chairman Pruden closed the public hearing.

Council Member Pratt motioned to approve Ordinance 2019-05. 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.

15. Public Hearing and Motion on Ordinance 2019-08 An Ordinance of Tooele City Amending Tooele City Code Chapter 7-1, Chapter 7-4, Chapter 7-11A, Chapter 7-13, Chapter 7-14, Chapter 7-15, Chapter 7-15A, Chapter 7-16, and Chapter 7-29 Regarding Multi-Family Zoning Districts, Allowable Uses, Design Standards, Supplemental Provisions, and Associated Technical Amendments.

Presented by Jim Bolser

Mr. Bolser stated this last fall with the help of the City Council and City Administration it was determined it was the right time to get this effort done. The purpose behind this text amendments, primarily; currently there are two multi-family zones in the City. One of the biggest issues to address with these changes was the provision of a greater range of housing options. There are a lot issues with affordable housing in the State with the fast pace of population growth. The City wanted make sure that there was an allowance and housing options to give developers options but in a manner that is organized and structured. The proposal creates a third multi-family zone. Mr. Bolser stated that the current zone names didn't work with adding a new zone. All the zoning names have been adjusted. The MDR, Medium Density Residential zone will transition to the Multi-Family Residential MR-8, HDR, High Density Residential will transition to Multi-Family Residential, MR-16, and the new zone will be Multi-Family Residential MR-25. The existing zones are not increasing densities, but an additional higher density zone is being added. All the zones were rezoned. In a combination with that, there are a number of aspects that needed to be addressed in the code including design standards. The current standards are 15 years old and have been adapted to help with the new zoning definitions. Mr. Bolser stated that by making these changes there were a lot of chapters affected. This as an extensive effort by the staff, City Attorney, Mayor, Public Works Director, City Engineer, Commissioner Hamilton and Council Member McCall. There have been multiple discussions regarding this with the City Council, the Planning Commission has also discussed the changes. The Planning Commission forwarded a positive unanimous vote.

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

Chairman Pruden opened the public meeting.

Mr. Chris Nowull stated he had a couple of questions regarding the changes. What kind of impact study was done to make the decision about the changes? More specifically police and fire and stress on water and roads.

Mr. Bolser stated that there was a study of existing products around the state including how the projects were proposed, design standards, etc. As far as the design standards go, City Staff is very comfortable in the proposal. As far as the impacts towards, public safety and roads there was not been a lot of change regarding those. Mainly because whenever a project application is received by the City, it is incumbent of the projects to provide that information to the City Council.

Mr. Nowull asked about what kind of allowances were made for multi-use? As going to more rural to a little more urban, sometimes there are areas of multi-use with residential and commercial together. What kind of allowances were made for those uses?

Mr. Bolser stated that the proposal has very little to do with mixed use. The City has two zones that are specifically designed to adapt to mixed use projects. Those were not touched with the proposal.

Chairman Pruden closed the public hearing.

Council Member McCall motioned to approve Ordinance 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.

16. Minutes

Mrs. Pitt asked to have her name removed from attendees at the work session minutes as she was not in attendance.

Council Member McCall motioned to approve minutes from the Council meeting held March 6, 2019 with the changes asked for by Mrs. Pitt. 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.

17. Approval of Invoices

Presented by Mrs. Pitt

An invoice in the amount of \$24,678.60, to Mountainland Supply Company, for meters and meter supplies.

An invoice in the amount of \$20,094.59, to Clyde Snow & Session, for professional services for Aphoshian Law Suit.

Council Member Pratt motioned to approve invoices. 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.

18. Adjourn

Council Member Wardle moved to adjourn the City Council 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.

The meeting adjourned at 7:56 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 3rd day of April, 2019

Steve Pruden, Tooele City Council Chair

**Tooele City Council and the
Municipal Building Authority of Tooele City
Work Session Meeting Minutes**

Date: Wednesday, March 20, 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
Steve Evans, Public Works Director
Paul Hansen, City Engineer
Darwin Cook, Parks and Recreation Director
Brian Roth, Golf Superintendent
Ron Kirby, Police Chief, in attendance until 5:06 p.m.

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:

- Resolution 2019-20 A Resolution of the Tooele City Council Authorizing the Disposal of Lost or Mislaid Personal Property
Presented by Chief Ron Kirby

Chief Kirby explained that the police department has \$24,286 sitting in a City trust account. This is money that has been collected over the years, some for criminal cases where money was seized during an investigation and then not needed. Some of the other money was found. After multiple attempts of trying to give the money back, by sending letters and placing notices in the paper, the money has never been claimed.

Chief Kirby said that the next step, as dictated by law, is to request that the money be turned over for public use to the City Council, then the Council can give it back to the police department. Chief Kirby stated that police department is in need of radios, and that the state has required that they obtain updated radios. This money will cover a portion of that requirement.

- MBA Resolution 2019-01 A Resolution of the Municipal Building Authority of Tooele City, Utah Approving Construction Contracts with Big-D Construction Corp. for the Construction of the New Tooele City Police Station
Presented by Paul Hansen

Mr. Hansen reported that in August of 2018 the City put out requests for proposals for completion of a new police station. The City had four contractors reply. After scoring and ranking, it was decided to proceed with Big-D Construction Corp. Mr. Hansen went on to say that the Council awarded a contract to Big-D to become a partner with the City and to help develop the plans for the police department. The plans have now gone out to bid, and over 200 bids from subcontractors were submitted. The Mayor and staff have reviewed those bids with Big-D to determine who is best qualified. Mr. Hansen acknowledged the help of Mr. Baker, who had spent a lot of time going through the documents and contracts. City staff is recommending to stay with Big-D for the construction of the police station. Their contract amount has a guaranteed maximum price not to exceed \$8,458,819.00, which includes a 3% contingency. Mr. Hansen explained that the contract also has a provision for allowances that may happen during the course of the project, and which may require additional funding, such as winter conditions, which allows up to \$120,000.00 for inclement weather conditions. Mr. Baker said that the contractor will not be able to access the contingency without the Mayor's approval.

Mr. Hansen said if the contract is awarded, the contractor would be prepared to commence work on site April 1st.

The Mayor explained that the \$9 million CIB loan is scheduled to close on April 3rd. As soon as the documents are signed, the City will get a \$9 million check that will be endorsed, and given back to the bond company. The money will be kept in an escrow account and drawn upon. The Mayor may organize a groundbreaking on the April 3rd, before Council meeting. She would like the Chief of police and officers there.

- Resolution 2019-23 A Resolution of the Tooele City Council Giving Notice of Tooele City's Intention to Prepare Updated Impact Fee Facilities Plans and

Impact Fee Analyses City-Wide, and Approving a Contract with Lewis Young Robertson & Burningham to Prepare the Updated Plans and Analyses
Presented by Mayor Debbie Winn

Mayor Winn stated that the City charges impact fees, and that cost is passed along to companies or individuals who are creating an impact to the community. Every five years the City needs to update the impact facilities plans and have an impact fee analysis done. After the analysis is done, it indicates the appropriate fees that the City can charge. The City also needs to have a plan stating how those fees will be spent. The resolution will allow us to sign a contract to do these plans and analyses. The cost is \$58,150, which will be paid with impact fee funds.

- Resolution 2019-21 A Resolution of the Tooele City Council Appointing Amanda Graf to the Administrative Control Board of the North Tooele City Special Service District
Presented by Council Member Melodi Gochis

Council Member Gochis said that Amanda Graf has been recommended by the North Tooele City Special Service District to fill one of the spots on their board. Since there will still be one vacancy on the board, Council Member Gochis said she will have a name ready for the April 3rd Council meeting.

- Resolution 2019-24 A Resolution of the Tooele City Council Approving a Purchase and Financing Documents with Yamaha Motor Finance Corporation for the Purchase of 80 New Golf Carts
Presented by Brian Roth

Mr. Roth said that he was directed to proceed with a contract for getting new golf carts purchased. The contract is for \$246,960, with payments of \$46,040 per year for five years, and a residual to purchase on the 6th year. Mr. Roth added that the carts should be here mid-May. Council Member Pruden asked Mr. Roth to let the Council know the amount of cart revenues at the end of the season.

- Resolution 2019-22 A Resolution of the Tooele City Council Approving and Ratifying a Contract with LTS Enterprises LLC for the Construction of a New Deck at the Tooele Valley Museum
Presented by Darwin Cook

Mr. Cook stated that the east and north side of the deck project has been completed. This contract will allow them to finish the project, and make it accessible by adding a ramp.

- Resolution 2019-19 A Resolution of the Tooele City Council Approving a Contract with the Tennis and Track Company to Install Pickleball Courts at Elton Park
Presented by Darwin Cook

Mr. Cook said that the contract with the Tennis and Track Company originally didn't include separation fences between the six courts. It has been revised to include the additional cost for the fences. The pickleball courts will be on the east set of the courts, closest to the parking lot. Mr. Cook said the courts should be done in 4-5 weeks. Mr. Roth added that they talked about staging the Tennis and Track Company in the other tennis court area because it's fenced and a little more secure.

Council Member Wardle asked about the irrigation system at Elton Park. Mr. Cook said bids for this project are due April 1st. They are trying to get this project done by October 15th. He said that Terra Sherwood has developed agreements with the soccer leagues, and has let them know about this project. The school provides a summer lunch program there, so he is meeting with the school to see how the project might impact them. Mr. Baker said that since the bids are due on April 1st, it would be difficult to bring the contract to the Council by their meeting on April 3rd. The Council suggested bringing the resolution before them at the April 3rd meeting, knowing that the contract may not be ready at that time. Mr. Baker will prepare a blank resolution for the agenda and packet, and the blanks can be filled out after the bid opening.

- Resolution 2019-25 A Resolution of the Tooele City Council Approving an Agreement with Broderick & Henderson to Construct Public Restrooms at the City Park at 200 West and Vine Street
Presented by Darwin Cook

Mr. Cook stated that the public restrooms will be placed at the south east corner of the City park. There will be four individual bathrooms, and a utility corner for cleaning supplies. The price of the vandal-resistant equipment is expensive, so bids were higher than expected. A sewer line needs to be installed which also affects the price. Mr. Cook added that that restrooms should be done by June 1st.

- Resolution 2019-26 A Resolution of the Tooele City Council Approving and Ratifying an Agreement with State Fire DC Specialties LLC for Fire Suppression System Upgrades at the Tooele City Water Reclamation Facility
Presented by Steve Evans

Mr. Evans said that this contract will allow eight of the out-structures at the water reclamation facility to get fire suppression systems. This will come from wastewater funds.

- Subdivision Final Plat for the Skyline Ridge, Phase 1 Application by Todd Castagno, Located at 1430 East Skyline Drive in the R1-14 Residential Zoning District for the Purposes of Creating 25 Single-Family Residential Lots
Presented by Jim Bolser

Mr. Bolser stated that this plat is the first phase of the Skyline Ridge project, and is located at the east end of where Skyline Drive currently ends. Mr. Bolser reminded the Council that this project includes the annexation that was Arbshay's property a few years ago. The project is now ready for final plat approval so that construction can begin.

- Ordinance 2019-04 An Ordinance of the Tooele City Council Reassigning the Zoning Classification to the MDR Medium Density Residential Zoning District for 16.4 Cres of Property Located at 600 West and 650 West Utah Avenue Presented by Jim Bolser

Chairman Pruden said that the applicants requested that this be postponed until the April 17th meeting.

- Ordinance 2019-05 An Ordinance of Tooele City Vacating a Public Easement Associated with Frank's Drive Presented by Jim Bolser

Mr. Bolser explained that when the plat for the Providence at Overlake Phase 2 subdivision was recorded, the City was notified by the County that there is an easement that goes underneath the area that is Frank's Drive, but it doesn't follow Frank's Drive. Mr. Bolser said that the subdivision has a dedicated right-of-way for the actual alignment of Frank's Drive, so it is recommended that the City vacate this easement since it is not needed. Mr. Baker added that state law requires the City to make a finding that the vacation is in the public's interest and will not cause harm to any person. Mr. Baker said that the ordinance builds that finding in to the ordinance, and will satisfy that requirement.

- Ordinance 2019-08 An Ordinance of Tooele City Amending Tooele City Code Chapter 7-1, Chapter 7-4, Chapter 7-11A, Chapter 7-13, Chapter 7-14, Chapter 7-15, Chapter 7-15A, Chapter 7-16, and Chapter 7-29 Regarding Multi-Family Zoning Districts, Allowable Uses, Design Standards, Supplemental Provisions, and Associated Technical Amendments Presented by Jim Bolser

Mr. Bolser said that this is the multi-family text amendment that had been discussed on multiple occasions. This ordinance will amend the text of the City Code. The ordinance will come back before the Council in April to apply the new zoning to the map. Chairman Pruden expressed appreciation to Mr. Bolser, Mr. Baker, Mr. Aagard, Mr. Hansen, the Mayor, Commissioner Hamilton, and Mr. Evans for their work on this ordinance.

Council Member Gochis reported on the line up for Fridays on Vine.

- Accessory Dwelling Units Presented by Roger Baker

Mr. Baker stated that in the last two legislative sessions, the Utah League of Cities and Towns meetings, and the Utah Land Use Institute meetings, the primary topic of discussion has been the housing gap. The housing gap is the disparity of the amount of available housing units and the number of families needing housing. Mr. Baker said that there are 40,000 more families looking for housing than there are houses to be had in Utah. Most of the people looking for housing are young people of Utah families, not people from out of state. Solutions have been explored on how to close the housing gap to accommodate the people that need it. The legislature is looking

at whether municipalities have done enough to allow housing developments, or if building regulations are too strict. Mr. Baker explained that a bill was passed that lists, in the State Code, a menu that cities must choose from in their affordable housing plan. Tooele City already has at least half of them in the City's housing plan; the new state law requires only two or three. Mr. Baker said that the ordinance that Mr. Bolser talked about earlier tonight, amending many chapters of the City Code, makes it a more favorable regulatory climate for affordable housing.

One of the menu items is Accessory Dwelling Units. An Accessory Dwelling Unit (ADU) is a second small dwelling on the same ground as the primary dwelling. The second dwelling has to be accessory to the primary dwelling. The most common forms of an ADU is a basement apartment, carriage house, coach house, garage apartment, tiny home, etc.

Mr. Baker handed out a list of 20 benefits of ADUs, and highlighted these: they're smaller and affordable because the property owners already own the land and don't have to build the cost of land into the rents, can use the same water and wastewater lines that are already in place, increases the property value, provides supplemental income to the property owner, allows people to age in place, provides social assistance and community support, allows people of all stages of life to live together in a neighborhood, provides additional property rights to the property owner, reduces lawn irrigation, legitimizes the current housing that is already in place, and gives a gentle density in the community that is easily absorbed.

Mr. Baker added that he felt ADUs would be self-controlled because of the setback requirements and lot coverage already in place. There must be a balance between the structure and common yard area.

Council Member Wardle asked about parking for an R1-7 lot, and if it would spill over on to the street. Mr. Baker said that it may work out that it is difficult for an R1-7 lot and the City may need to require a square foot lot minimum in order to qualify for an ADU. The ordinance could require one additional parking lot stall, at least. Mr. Baker added that the City doesn't want additional paved driveways, or parking in front yards. Council Member Wardle asked if other cities have ADUs, and how they handled parking issues.

Council Member McCall felt this could be a good thing for lots that are deep. He wondered about putting a limit of 10,000 square feet minimum for ADUs to be added to lots. Council Member Wardle wondered about having a test area to see what the impact would be on traffic, water, and public safety.

Chairman Pruden asked if Mr. Baker and Mr. Aagard could come up with a plan for a test area to see how it goes. Mr. Baker said that a test area would be a small percentage of the whole City and would take the market years to put in. Chairman Pruden said that there is a core part of town that has lots that exceed the minimum necessary for an ADU. The Council felt that the lot minimum should be 10,000 square feet.

Mr. Baker explained that there are 10 cities on his spreadsheet that have ADU ordinances, but in his opinion, most of them are awful. He said that they basically don't allow ADUs because the restrictions are very severe.

Mayor Winn said that one of the requirements is that the ADU matches the home. Mr. Baker said that the ordinance specifies that the ADU can't have wheels, but he could add that it has to be constructed on site. Council Member Pratt said he was worried that the electrical to the ADU would just be an extension cord, and a hose from the house to provide the water. Mr. Baker said that the ADU would have to have a certificate of occupancy and a building permit.

Mr. Baker said that the contention points are impact fees and water rights because those two issues could price ADUs out of existence. Council Member McCall worried that this might cause an issue for the City because in the past some people have wanted to subdivide to add a home, but couldn't because of the required water rights, etc. Chairman Pruden said that splitting the lot made it different because the lot could then be sold.

Chairman Pruden recommended that Mr. Aagard and Mr. Baker meet to look at whether it is practical to have a test case area, then schedule a 45 minute discussion for the meeting in four weeks, which would be the second meeting in April. Chairman Pruden added that this could really be a great thing for aging couples, that he liked the idea, and wants to discuss it further.

Mr. Hansen said that since the City already retained a company to update the City's utilities and master plans, the City could ask them to work the ADU study into their plan. The Council decided to add it to the scope of work. Mr. Hansen suggested the study could provide information and options for the Council to consider based upon the level of ADUs per area (e.g. 10% of the neighborhood were allowed ADUs, 30%, and so on).

Council Member Wardle moved to recess 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 recessed at 6:52 p.m.

The meeting reconvened at 8:10 p.m.

- Report on 2019 National League of Cities Conference
Presented by Council Members Brad Pratt and Scott Wardle

Council Member Pratt explained that he and Council Member Wardle attended the National Convention for League of Cities and Towns in Washington DC. While there, they attended a meeting which discussed the necessity for housing that can't be filled. Council Member Pratt agreed with Mr. Baker's discussion that there is not enough housing. There is an emphasis for cities to look for ways to put in stages of housing, such as apartments, affordable low income housing, through the steps people take through life in housing. They are looking at whether regulations in housing are driving the costs of housing up. Council Member Pratt went on to say that the conference was dedicated around infrastructure shortfalls in the nation. He said that there are many communities that have had a detrimental water situation caused by the military. There are now treatment facilities in their communities to clean up the water. He and Council

Member Wardle were able to talk with some representatives of other communities that received grants to help mitigate the detrimental water conditions caused by the military. Council Member McCall said he knows that the military monitors the quality of the army depot water. Council Member Wardle said that the arsenic plume is moving across the valley and there may be federal money to get it cleaned up. He added that there may be an opportunity for the Barrick mine water, too.

The Councilmen were able to meet with other communities of similar size that had similar issues.

Council Member Pratt reported that Tooele City made the first round of cuts for the USDA research facility to be constructed in Tooele. It would bring 700 jobs. The Council Members were able to meet with senators and their staffs about this building. They were told they will next whittle the list down to about 20 sites. There will be site visits to Tooele which will need the Governor, Lt. Governor, GOED, and EDCU to be in attendance. Representative Stewart will carry this for the City.

Council Member Wardle said that the requirement for the USDA research facility, was that it had to go with a partnership with a college campus and be within 30 minutes of an airport. It would be on a 30 acre development with 700 jobs. When the application was submitted, the City was hopeful to make it to the second round. Council Member Wardle went on to say that Tooele is the only site in Utah that made it to the second round. Tooele has been a federal government community before, and that is to our favor.

Council Member Wardle said that there are grants for things like a new fire building since we're surrounded by BLM and federal land. Council Member Wardle expressed interest in looking for a grant writer.

Council Member McCall said that he knows the Wasatch Front Regional Council has grant writers on their staff. He thought that since the City is a member of that council, they may be willing to help with grants, or they could suggest someone.

Mr. Baker stated that in the mid-90s, when the City was working with the federal government for the BRAC closure, the City went to then Senator Bennett who told the City who he recommended the City to hire to assist in the closure. The City did hire that person, and that person helped the closure to be in the City's benefit.

4. Close Meeting to Discuss Litigation and Property Acquisition

Council Member Pratt moved to close the 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," and Chairman Pruden "Aye."

The meeting closed at 8:42 p.m.

Those in attendance during the closed session: Mayor Debbie Winn, Paul Hansen, Michelle Pitt, Jim Bolser, Steve Evans, Roger Baker, Council Member Wardle, Council Member Pratt, Council Member McCall, Council Member Gochis and Chairman Pruden.

No minutes were taken on the closed meetings.

The Council called an emergency personnel meeting and excused staff at 9:22 p.m.

5. Adjourn

Council Member Pratt moved to adjourn. 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 approximately 9:30 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 3rd day of April, 2019

Steve Pruden, Tooele City Council Chair