
PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, December 18, 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. **Public Comment Period**
4. **Independent Audit Report**
Presented by Glenn Caldwell
5. **Resolution 2019-84** A Resolution of the Tooele City Council Reappointing Matt Robinson to the Planning Commission
Presented by Roger Baker
6. **Resolution 2019-85** A Resolution of the Tooele City Council Acknowledging the Mayor's Reappointments of Melanie Hammer and Ray Smart to the Planning Commission
Presented by Mayor Debbie Winn
7. **Resolution 2019-90** A Resolution of the Tooele City Council Declaring Surplus Certain I.T. Equipment, and Authorizing its Disposal
Presented by Michelle Pitt
8. **Resolution 2019-88** A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Linda Vista Subdivision
Presented by Paul Hansen
9. **Resolution 2019-87** A Resolution of the Tooele City Council Approving a Change Order to an Agreement with the Tennis and Track Company to Install Additional Pickleball Courts at Elton Park
Presented by Darwin Cook
10. **Resolution 2019-89** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for Pratt Aquatics Center Swim Lesson Fees
Presented by Darwin Cook
11. **Resolution 2019-91** A Resolution of the Tooele City Council Approving a Contract with Musco Sports Lighting, LLC, for the Installation of Court Lighting at the Pickle Ball Courts at Elton Park
Presented by Darwin Cook
12. **Resolution 2019-92** A Resolution of the Tooele City Council Approving a Contract with Nickerson Company, Inc., for Repairs to Well 14
Presented by Steve Evans

13. **Minor Subdivision Request by Zenith Tooele LLC** for Lexington Greens Consisting of 5 Lots Located at Approximately 400 West 1200 North in the MR-16 Multi-Family Residential Zoning District
Presented by Jim Bolser

14. **Minutes**

15. **Invoices**

16. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

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

TOOELE CITY CORPORATION

RESOLUTION 2019-84

A RESOLUTION OF THE TOOELE CITY COUNCIL REAPPOINTING MATT ROBINSON TO THE PLANNING COMMISSION.

WHEREAS, Tooele City Charter Section 5-01 and Tooele City Code §2-3-3 states that there shall be seven members of the Tooele City Planning Commission, three of whom shall be appointed by the City Council, and four of whom shall be appointed by the Mayor; and,

WHEREAS, pursuant to Tooele City Code §2-3-3, the City Council and Mayor may each appoint an alternate Planning Commission member, to act with full authority for an absent member; and,

WHEREAS, all appointments to the Planning Commission extend through December 31st of alternating odd-numbered years in order to preserve a balanced rotation of member terms (TCC §2-3-3); and,

WHEREAS, the Council desires to reappoint Matt Robinson to the Planning Commission, for a term of four years, beginning January 1, 2020, and ending December 31, 2023; and,

WHEREAS, terms of the various members of the Planning Commission are shown on Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Matt Robinson is hereby reappointed to the Planning Commission for a four-year term beginning January 1, 2020, and expiring December 31, 2023, as shown in Exhibit A.

This Resolution shall take effect January 1, 2020, 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.

Exhibit A

| Planning Commission Member | Term Begin Date | Term End Date | Date of First Appointment |
|--|------------------------|----------------------|----------------------------------|
| Matt Robinson (Council) | 01-01-2020 | 12-31-2023 | 05-19-2010 (alternate) |
| Melanie Hammer (Mayor) | 01-01-2020 | 12-31-2023 | 01-01-2010 (alternate) |
| Shauna Bevan (Council) | 01-03-2018 | 12-31-2021 | 03-20-2013 (alternate) |
| Tyson Hamilton (Mayor) | 11-07-2018 | 12-31-2021 | 02-03-2018 (alternate) |
| Phillip Montano (Mayor) | 01-03-2018 | 12-31-2021 | 01-18-2006 |
| Chris Sloan (Council) | 01-03-2018 | 12-31-2021 | 02-16-2011 (alternate) |
| Ray Smart (Mayor) | 01-01-2020 | 12-31-2023 | 01-01-2019 (alternate) |
| (Alternate) (Mayor) | | | |
| Bucky Whitehouse (Alternate) (Council) | 01-17-2018 | 12-31-2021 | 01-17-2018 (alternate) |

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

TOOELE CITY CORPORATION

RESOLUTION 2019-85

A RESOLUTION OF THE TOOELE CITY COUNCIL ACKNOWLEDGING THE MAYOR'S REAPPOINTMENTS OF MELANIE HAMMER AND RAY SMART TO THE PLANNING COMMISSION.

WHEREAS, Tooele City Charter Section 5-01 and Tooele City Code §2-3-3 states that there shall be seven members of the Tooele City Planning Commission, three of whom shall be appointed by the City Council, and four of whom shall be appointed by the Mayor; and,

WHEREAS, pursuant to Tooele City Code §2-3-3, the City Council and Mayor may each appoint an alternate Planning Commission member, to act with full authority for an absent member; and,

WHEREAS, all appointments to the Planning Commission extend through December 31st of alternating odd-numbered years in order to preserve a balanced rotation of member terms (TCC §2-3-3); and,

WHEREAS, the Mayor has reappointed Melanie Hammer to the Planning Commission, for a term of four years, beginning January 1, 2020, and ending December 31, 2023; and,

WHEREAS, the Mayor has reappointed Ray Smart to the Planning Commission, for a term of four years, beginning January, 2020, and ending December 31, 2023; and,

WHEREAS, it is desirable for the City Council to acknowledge the Mayor's appointments to the Planning Commission by resolution so as to maintain an accurate record of all Planning Commission appointments; and,

WHEREAS, terms of the various members of the Planning Commission are shown on Exhibit A:

NOW, THEREFORE, BE IT ADKNOWLEDGED BY THE TOOELE CITY COUNCIL that the Mayor has reappointed Melanie Hammer and Ray Smart to the Planning Commission for four-year terms beginning January 1, 2020, and expiring December 31, 2023, as shown in Exhibit A.

This Resolution shall take effect January 1, 2020, 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.

Exhibit A

| Planning Commission Member | Term Begin Date | Term End Date | Date of First Appointment |
|--|-----------------|---------------|---------------------------|
| Matt Robinson (Council) | 01-01-2020 | 12-31-2023 | 05-19-2010 (alternate) |
| Melanie Hammer (Mayor) | 01-01-2020 | 12-31-2023 | 01-01-2010 (alternate) |
| Shauna Bevan (Council) | 01-03-2018 | 12-31-2021 | 03-20-2013 (alternate) |
| Tyson Hamilton (Mayor) | 11-07-2018 | 12-31-2021 | 02-03-2018 (alternate) |
| Phillip Montano (Mayor) | 01-03-2018 | 12-31-2021 | 01-18-2006 |
| Chris Sloan (Council) | 01-03-2018 | 12-31-2021 | 02-16-2011 (alternate) |
| Ray Smart (Mayor) | 01-01-2020 | 12-31-2023 | 01-01-2019 (alternate) |
| (Alternate) (Mayor) | | | |
| Bucky Whitehouse (Alternate) (Council) | 01-17-2018 | 12-31-2021 | 01-17-2018 (alternate) |

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

TOOELE CITY CORPORATION

RESOLUTION 2019-90

A RESOLUTION OF THE TOOELE CITY COUNCIL DECLARING SURPLUS CERTAIN IT EQUIPMENT, AND AUTHORIZING ITS DISPOSAL.

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

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

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

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

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

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

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

TOOELE CITY COUNCIL

(For)

(Against)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

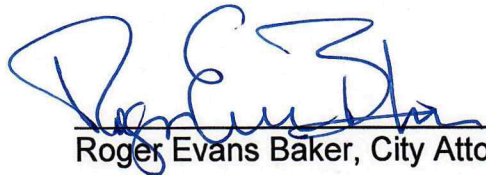
| | |
|-------|-------|
| _____ | _____ |
|-------|-------|

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:



Roger Evans Baker, City Attorney

Exhibit A

List of Surplus Equipment

| Device | Model | S/N (IMEI for cell phones) | Wiped? |
|-------------|---------------------|----------------------------|--------|
| TV | Hitachi 55" TV | CH5JL20647 | N/A |
| Printer | Laserjet Pro M277dw | VNB837LMMT | N/A |
| Printer | Deskjet 1510 | CN4861N3BW | N/A |
| Printer | Canon PC980 | TVH20238 | N/A |
| Tablet | Ipad | 13094003287974 | N |
| Tablet | Ipad | 13099006347477 | N |
| Tablet | Ipad | 013101007071989 | N |
| Tablet | Ipad | 13099000027018 | N |
| Tablet | Ipad | 01300006946381 | N |
| UPS Battery | UPS Battery | 7A1824L80745 | |
| UPS Battery | UPS Battery | 7A1551L06361 | N/A |
| UPS Battery | UPS Battery | 7A1542L11849 | N/A |
| UPS Battery | UPS Battery | 7A1551L06360 | N/A |
| UPS | APC UPS | 4B1229P23064 | N/A |
| UPS | APC UPS | 4B0918P2304 | N/A |
| UPS | APC UPS | 4B0443P29799 | N/A |
| UPS | APC UPS | 3B0815X86070 | N/A |
| UPS | APC UPS | 3B0815X71851 | N/A |
| UPS | APC UPS | 3B0728X39965 | N/A |
| UPS | APC UPS | 3B0728X39940 | N/A |
| UPS | APC UPS | AB0521240480 | N/A |
| UPS | APC UPS | 4B0943P61032 | N/A |
| UPS | APC UPS | 4B1019P02419 | N/A |
| UPS | APC UPS | 3B0746X71567 | N/A |
| UPS | APC UPS | 3B0728X41781 | N/A |
| UPS | APC UPS | 3B0745C57909 | N/A |
| UPS | APC UPS | BB0531002889 | N/A |
| UPS | APC UPS | BB044061287 | N/A |
| UPS | APC UPS | 4B1505P42017 | N/A |
| Smartphone | Samsung S8 Active | 1357712082594770 | Y |
| Smartphone | Samsung S8 Active | 357712084299683 | Y |
| Smartphone | Samsung J7 | 34775080633802 | Y |
| Smartphone | Kyocera | 014641002453798 | Y |
| Smartphone | Samsung S9 | 359943090072297 | Y |
| | | | |

Salvage List – Tooele City Library**12/02/2019****SERVER**

| | Item | Serial # | Reason for salvage |
|---|-------------|-----------------|-----------------------------|
| 1 | HP ML350p | 2M231502ZH | Replaced by newer equipment |

DESKTOP COMPUTERS

| | Item | Serial # | Reason for salvage |
|---|------------------------|------------------|-----------------------------|
| 1 | HP ProDesk 400 G1 sff | 2UA41713BL | Replaced by newer equipment |
| 2 | Lenovo ThinkCentre M81 | 1S7518E1UMJKNYCT | Replaced by newer equipment |
| 3 | Lenovo ThinkCentre M81 | 1S7518E1UMJLKFZT | Replaced by newer equipment |
| 4 | Lenovo ThinkCentre M81 | 1S7518E1UMJLKGAZ | Replaced by newer equipment |
| 5 | Asus AWE Station | D1PTBX000920 | No longer needed |
| 6 | Lenovo ThinkCentre M81 | 1S7518E1UMJLKFZV | Replaced by newer equipment |
| 7 | Lenovo ThinkCentre M81 | 1S7518E1UMJLKFZR | Replaced by newer equipment |
| 8 | Lenovo ThinkCentre M81 | 1S7518E1UMJWLMBG | Replaced by newer equipment |
| 9 | Lenovo ThinkCentre M81 | 1S7518E1UMJKNYCV | Replaced by newer equipment |

LAPTOP COMPUTERS

| | Item | Serial # | Reason for salvage |
|---|------------------|-----------------|-----------------------------|
| 1 | HP ProBook 4520s | 2CE0130YY8 | Replaced by newer equipment |
| 2 | HP ProBook 4520s | 2CE0130YST | Replaced by newer equipment |
| 3 | HP 15-ay011nr | CND6263PN3 | No longer needed |
| 4 | HP 15-ay011nr | CND6263Q1Z | No longer needed |

MONITORS

| | Item | Serial # | Reason for salvage |
|---|-------------------|-----------------|-----------------------------|
| 1 | HP Compaq LA1751g | 3CQ9530MXM | Replaced by newer equipment |
| 2 | Gateway FPD1530 | LIC23171478 | No longer needed |
| 3 | Gateway FPD1530 | LIC23171471 | No longer needed |

| | | | |
|---|---------|---------------|------------------|
| 4 | KDS 17S | F5UZ4C046359U | No longer needed |
|---|---------|---------------|------------------|

NETWORK EQUIPMENT & PRINTERS

| | Item | Serial # | Reason for salvage |
|---|-------------------|------------|-----------------------------|
| 1 | Epson TM-U220PB | F73G102150 | Replaced by newer equipment |
| 2 | Epson TM-U220PB | F7G150836 | Replaced by newer equipment |
| 3 | Gateway ATX Tower | 0006648752 | No longer needed |

MISC ITEMS

| | Item | Serial # | Reason for salvage |
|---|------------------------|----------|-----------------------------|
| 1 | Keyboards (12) | NA | Replaced by newer equipment |
| 2 | Mice (10) | NA | Replaced by newer equipment |
| 3 | Barcode readers (4) | NA | Replaced by newer equipment |
| 4 | Typewriter | NA | No longer needed |
| 5 | Philips VHS/DVD player | NA | No longer needed |
| 6 | NIX X15A Digital Frame | NA | No longer working |
| 8 | Motorola CLS1410 radio | NA | No longer working |

Exhibit B

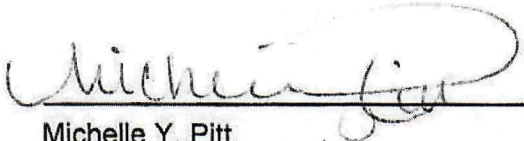
Disposal Policy

Disposal of Technology-Related Equipment Procedure

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

11. After equipment/items have been disposed of, through one of the means described above, the I.S. Department will retain records of said disposal for 3 years.
12. At no time will any equipment/item(s) be given to an employee, unless an employee is the highest bidder in the sale process listed in Item #10(b) above. Notwithstanding the previous statement, at no time may a member of the IS Department, or any other employee involved in the decision making process that declared the property as surplus, bid for or purchase equipment that was declared surplus by the Department.

Dated this 6th day of August, 2013,



Michelle Y. Pitt
Tooele City Recorder

TOOELE CITY CORPORATION

RESOLUTION 2019-88

A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE LINDA VISTA SUBDIVISION.

WHEREAS, Tooele City previously approved a subdivision final plat for the Linda Vista subdivision (the "Subdivision"), formerly platted and known as, and comprised of, the Vista Linda phase 1 and Vista Linda phase 2 subdivisions; and,

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

WHEREAS, the Subdivision owners have provided proper Cash Bond Agreements and cash bonds with Tooele City dated September 19, 2017 (two agreements), and March 14, 2019, with a warranty bond for all of the Subdivision's public improvements in the amount of \$34,785.00; and,

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

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

; and,

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

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

1. the completed public improvements associated with the Linda Vista subdivision are hereby accepted, those improvements being reflected in the above-referenced Bond Agreements, as well as the Certificate of Completion of Public Works attached hereto as Exhibit A; and,
2. the one-year warranty period on all accepted public improvements shall begin retroactively on March 4, 2019, the date of the Certificate of Completion.

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

Approved this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

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

Exhibit A

Certificate of Completion of Public Works

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



Certificate of Completion of Public Works

(Start of One-Year Warranty)

Date: 02/25/2019

| Permit No: P17-425 | Public Work Elements* | Completed | Not Complete | Not Required |
|--|-----------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Project Name: Vista Linda Subdivision | Culinary Water | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Address: 240 S Droubay Road | Secondary Water | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Tooele, UT | Sewer | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Storm Drain / Pond | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Roads | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Owner/Developer: Jack Walters | Curb & Gutter | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 707 Vista Circle | Sidewalk | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Tooele, UT | Street Lights | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Landscaping | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Other / Comments:

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

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

| Recommended By | Title | Date |
|----------------|-----------------------|-------------|
| | Civil Inspector | 25 Feb 2019 |
| | City Engineer | 3-4-19 |
| | Public Works | 3.4.2019 |
| | Community Development | 3/4/19 |

Acknowledged and Accepted _____ City Council, Chair _____ Date _____

Scheduled Date for End of Warranty Final inspection: 02/25/2020 / 2-17-20

MEMORANDUM

To: Glenn Caldwell, Finance Director

From: Matthew Johnson, Assistant City Attorney

Date: October 2, 2019

RE: Partial Bond Release

The Public Works and Community Development Departments have verified with the attached Building Inspection report that all of the public improvements associated with the Vista Linda Phase 1 Curb and Gutter have been completed. The Project's one-year warranty period will begin upon the City Council's acceptance of the public improvements by resolution. On behalf of Tooele City, I authorize the release of the Performance Guarantee portion of the cash bond in the amount of **\$1,500.00**. Please make a check in this amount payable to **LTS Enterprises LLC**, and mail the check to **P.O. Box 323, Tooele, Utah 84074**. Retain \$34,785.00 as the warranty amount, which will be released pursuant to a separate memorandum from the City Attorney's Office at the conclusion of the one-year warranty period. Contact me with any questions or concerns. Thank you.

TOOELE CITY CORPORATION

RESOLUTION 2019-87

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CHANGE ORDER TO AN AGREEMENT WITH THE TENNIS AND TRACK COMPANY TO INSTALL ADDITIONAL PICKLEBALL COURTS AT ELTON PARK.

WHEREAS, on March 20, 2019, the City Council passed Resolution 2019-19 approving an agreement with The Tennis and Track Company, Inc. ("Company") to install pickleball courts at Elton Park; and,

WHEREAS, the new pickleball courts have seen high usage and are very popular and in demand, being used both by local residents and by persons throughout the state, for individual use and for tournaments; and,

WHEREAS, the City Council and City Administration desire to use P.A.R. tax revenues to install additional pickleball courts at Elton Park in the place of old tennis courts, in part in response to increasing demand for pickleball courts; and,

WHEREAS, the Company has submitted a change order to the original agreement approved under Resolution 2019-19 in the amount of \$127,000 (\$121,836 plus a 4.25% contingency for unforeseen and off-site circumstances) to install the additional pickleball courts, being the same unit cost as the original contract; and,

WHEREAS, it is desirable to award the change order to the Company in order to have a single company with which to arrange for maintenance and repairs of the pickleball courts; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to approve a change order to the original agreement (see Exhibit A) with the Company to install the additional pickleball courts:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that a change order to the original agreement with the Company is hereby approved in the amount of \$127,000, and that the Mayor is hereby authorized to sign the same.

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)

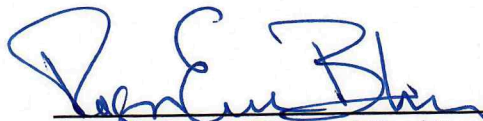
(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

SEAL

Approved as to Form:



Roger Evans Baker, City Attorney

Exhibit A

Agreement Change Order



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and Tennis and Track Co. of PO Box 651477, Salt Lake City, Utah, a(n) _____ **[individual/company type]**, (hereinafter "Contractor") enter into this Agreement on the 18 day of December, 2019 (the "Effective Date").

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
 - Saw cut and remove at minimum 2' of perimeter asphalt, remove existing fence and concrete sidewalk. Dispose.
 - Supply and install 2" road base/fines, roll, laser grade and compact.
 - Supply and install (6) industry standard post tensioned concrete pickle ball courts, 4000 psi design, edges thickened to minimum 10", reinforce with ½" still tendons on a 3' grid system on court area.
 - Pour 5" concrete slab. Replace 4' sidewalk.
 - Supply and install pickle ball posts and nets.
 - Supply and install 10' galvanized fencing, with top rail, bottom wire, and all hardware.
 - Top rail to be 1 5/8" galvanized pipe, terminal and line pots to be 2 7/8" galvanized pipe.
 - Supply and install (2) 4' gates.
 - Supply and install surface to industry standard, including lines for court/play area.
 - Supply and install an additional (4) man gates at the recommended locations by the city along the (2) man gates state above.
 - Replace and repair access off of Birch Street, and possible ribbon curb on west side of courts.
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of \$121,836.00 with a contingency of 4.25%, not to exceed \$127,000.00 for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by July 31, 2020 weather permitting **[DATE]**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.

6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
 - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
 - e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney

(Revised 05/24/2017)



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date

TOOELE CITY CORPORATION

RESOLUTION 2019-89

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE FOR PRATT AQUATICS CENTER SWIM LESSON FEES.

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

WHEREAS, Utah Code §10-3-717 authorizes the City Council to exercise administrative powers, such as establishing city fees and regulating the use of city property, by resolution; and,

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

WHEREAS, the current Pratt Aquatics Center swim lesson fee is currently \$25 per participant, which fee is significantly below that charged by other nearby and similar aquatic centers and which does not cover the City's cost to provide the swim lessons; and,

WHEREAS, the current swim lesson fee does not differentiate between Tooele City residents and non-residents despite residents paying property taxes which support the operation of the aquatics center; and,

WHEREAS, differentiating between Tooele City residents and non-residents would appropriately reflect taxes paid by residents; and,

WHEREAS, the City Administration, including the Parks and Recreation Department, recommends increasing the resident swim lesson fee to \$30 per participant, and recommends establishing a non-resident swim lesson fee of \$40 per participant; and,

WHEREAS, the swim lesson fee increases will assist the City to recoup the cost of providing swim lessons, and will incrementally decrease the amount of the City subsidy to provide swim lessons and to operate the aquatics center supporting those lessons:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to include a Pratt Aquatic Center resident swim lesson fee of \$30 per participant and a non-resident swim lesson fee of \$40 per participant.

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

TOOELE CITY CORPORATION

RESOLUTION 2019-91

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH MUSCO SPORTS LIGHTING, LLC, FOR THE INSTALLATION OF COURT LIGHTING AT THE PICKLE BALL COURTS AT ELTON PARK.

WHEREAS, the City Council and City Administration desire to use P.A.R. tax revenues to install court lighting at the pickle ball courts at Elton Park ("Lighting"), and,

WHEREAS, Musco Sports Lighting, LLC, has submitted a price of \$131,565.00 to install the Lighting; 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 Lighting:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that a contract with the Contractor is hereby approved in the amount of \$131,565.00.

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



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and Musco Sports Lighting, LLC _____ [NAME] of _____ [ADDRESS], a(n) _____ [individual/company type], (hereinafter “Contractor”) enter into this Agreement on the 18 day of December, 2019 (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City: Please see Musco Quote # 15032822 for a detailed description of the work to be done to provide lighting at the Elton Park pickleball courts
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of \$ 131,565.00 for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by April 15, 2020 [DATE].
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
 - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10)

days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

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

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date

TOOELE CITY CORPORATION

RESOLUTION 2019-92

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH NICKERSON COMPANY, INC., FOR REPAIRS TO WELL 14.

WHEREAS, Well 14 is the Tooele City culinary water well located at the Rodeo Grounds; and,

WHEREAS, Nickerson Company, Inc., ("Company") provides well pump and motor maintenance and repair services to Tooele City and enjoys a good reputation in the industry; and,

WHEREAS, the City Administration recommends retaining the Company to perform repairs to Well 14 for its improved functioning, the specific repairs enumerated in the attached Exhibit A; and,

WHEREAS, the City Administration recommends contracting with the Company for the repairs, in the amount of \$61,665:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that a contract with Nickerson Company, Inc., to perform the repairs on Well 14, is hereby approved, and that the Mayor is hereby authorized to sign a contract with the Company for the repairs (see Exhibit A).

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

NICKERSON COMPANY, INC. WARRANTY, TERMS AND CONDITIONS OF SALE.

PURCHASER: Tooele City Corporation P.O.# _____

DESCRIPTION: Rodeo Grounds Well - see attached Estimate Sheet

All orders shall be made out to Nickerson Company, Inc. at P.O. Box 25425, Salt Lake City, Utah 84125 and shall be subject to acceptance by Nickerson Company, Inc.

1. **CONSTRUCTION AND LEGAL EFFECT.** Our sale to you will be solely upon the terms and conditions set forth herein. They supersede and reject any conflicting terms and conditions of yours, any statement in yours to the contrary notwithstanding. Exceptions to any of our terms and conditions must be contained in a written or typed (not printed) statement received from you; we shall not be deemed to have waived any of our terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer. No representation of any kind has been made by us except as set forth herein; this agreement conclusively supersedes all prior writings and negotiations with respect thereto and we will furnish only the quantities and items specifically listed on the face hereof; we assume no responsibility for furnishing other equipment or material shown in any plans and/or specification for a project to which the goods ordered herein pertain. Any action for breach of contract must be commenced within one year after the cause of action has accrued. Our quoted prices, discounts, terms and conditions are subject to change without notice.

2. **PRICES.** Unless otherwise noted on the face hereof, prices are net F.O.B. Point of Origin. Service time of a factory-trained service man is not included and may be charged extra. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of goods ordered or sold will be added to billing unless you provide us with an appropriate exemption certificate.

3. **DEFECTIVE EQUIPMENT AND LIMITATION OF WARRANTIES.** Providing purchaser notifies us promptly, if within one year from date of shipment equipment sold by Nickerson Company, Inc. fails to function properly under normal, proper and rated use and service because of defects in material or workmanship demonstrated to our satisfaction to have existed at the time of delivery, the company reserving the right to either inspect them in your hands or request their return to us will at our option repair or replace at our expense F.O.B. our Salt Lake City plant, or give you proper credit for such equipment or parts determined by us to be defective, if returned transportation prepaid by purchaser. The foregoing shall not apply to equipment that shall have been altered or repaired after shipment to you by anyone except our authorized employees, and the company will not be liable in any event for alterations or repairs except those made with its written consent. Purchaser shall be solely responsible for determining suitability for use and the company shall in no event be liable in this respect. The equipment or parts manufactured by others but furnished by us will be repaired or replaced only to the extent of the original manufacturer's guarantee. Our obligations and liabilities hereunder shall not be enforceable until such equipment has been fully paid for. Purchaser agrees that if the products sold hereunder are resold by purchaser, he will include in the contract for resale, provisions which limit recoveries against us in accordance with this section. In case of our failure to fulfill any performance representation, it is agreed that we may at our option remove and reclaim the equipment covered by this agreement at our own expense and discharge all liability by repayment to the purchaser of all sums received on account of the purchase price. (The foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties, or merchantability or fitness for a particular purpose or otherwise, express or implied by connection with the sale or furnishing of goods or parts, their design, suitability for use, installation or operation.) We will in no event be liable for any direct, indirect, special or consequential damages or delay resulting from any defect whatsoever, and our liability under no circumstances will exceed the contract price for the goods for which liability is claimed.

4. **DELIVERY.** Delivery, shipment and installation dates are estimated dates only, and unless otherwise specified, are figured from date of receipt of complete technical data and approved drawings as such may be necessary. In estimating such dates, no allowance has been made, nor shall we be liable directly or indirectly for delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather, or any causes beyond our control or causes designated Acts of God or force majeure by any court of law, and the estimated delivery date shall be extended accordingly. We will not be liable for any damages or penalties whatsoever, whether direct, indirect, special consequential, resulting from our failure to perform or delay in performing unless otherwise agreed in writing by an authorized officer.

5. **OPERATING CONDITIONS AND ACCEPTANCE.** Recommendations and quotations are made upon the basis of operating conditions specified by the Purchaser. If actual conditions are different than those specified and performance of the equipment is adversely affected thereby, Purchaser will be responsible for the cost of all expenses incurred in, and reasonable profit for, performance of the equipment is adversely affected thereby, Purchaser will be responsible for the cost of all changes in the equipment required to accommodate such conditions, and we reserve the right to cancel this order and Purchaser shall reimburse us for all costs and expenses incurred in, and reasonable profit for, performance hereunder. We reserve the right to refuse any order based upon a quotation containing an error. The provisions in any specification or chart issued by Nickerson Co. are descriptive only and are not warranties or representations; Nickerson Co. will certify to a rated capacity in any particular product upon request. Capacity head and efficiency certifications are based on shop tests and when handling clear, fresh water at a temperature not over 85° F. Certifications are at this specified rating only and do not cover sustained performance over any period of time nor under conditions varying from these.

6. **SHIPPING.** Unless you specify otherwise in writing, (a) goods will be boxed or crated as we may deem proper for protection against normal handling, and extra charge will be made for preservation, waterproofing, export boxing and similar added protection of goods; (b) routing and manner of shipment will be at our discretion, and may be insured at your expense, value to be stated at order price. On all shipment F.O.B. our plant, delivery of goods to the initial carrier will constitute delivery to you and all goods will be shipped at your risk. A claim for loss of damage in transit must be entered with the carrier and prosecuted by you. Acceptance of material from a common carrier constitutes a waiver of any claims against us for delay or damage or loss.

7. **CANCELLATION AND RETURNED EQUIPMENT.** Orders may be cancelled only with our written consent and upon payment or reasonable and proper cancellation charges. Goods may be returned only when specifically authorized and you will be charged for placing returned goods in saleable condition, any sales expenses then incurred by us, plus a restocking charge and any outgoing and incoming transportation costs which we pay.

8. **CREDIT AND PAYMENT.** Payment for products shall be 30 days net. Pro-rata payments shall become due with partial shipments. A late charge of 2 percent per month or the maximum permitted by law, which ever is less, will be imposed on all past due invoices. We reserve the right at any time to alter, suspend, credit, or to change credit terms provided herein, when in our sole opinion your financial condition so warrants. In such case, in addition to any other remedies herein or by law provided. Failure to pay invoices at maturity date at our election makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled, and we may terminate this agreement. Acceptance by us of less than full payment shall not be a waiver of any of our rights. You represent by sending each purchase order to us that you are not insolvent as that term is defined in applicable state or federal statutes. In the event you become insolvent before delivery of any products purchased hereunder, you will notify us in writing. A failure to notify us of insolvency at the time of delivery shall be construed as a reaffirmation of your solvency at that time. Irrespective of whether the products purchased hereunder are delivered directly to you, or to a customer of yours, and irrespective of the size of shipment, we shall have the right to withhold or reclaim goods under the applicable state and federal statutes. Where you are responsible for any delay in shipment the date of completion of goods may be treated by us as the date of shipment for purposes of payment. Completed goods shall be held at your cost and risk and we shall have the right to bill you for reasonable storage and insurance expenses. Regardless of price quoted, all orders will be invoiced in the minimum amount of \$50.00 net.


9. **INSPECTION.** Inspection of goods in our plant by you or your representative will be permitted insofar as this does not unduly interfere with our workflow, provided that complete details of the inspection you desire are submitted to us in writing in advance.

10. **RECORDS, AUDITS AND PROPRIETARY DATA.** Unless otherwise specifically agreed in writing signed by an authorized officer, neither you nor any representative of yours, nor any other person, shall have any right to examine or audit our cost accounts, books or records of any kind or on any matter, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which we, in our sole discretion, may consider in whole or part proprietary to ourselves.

The undersigned accepts this quotation and agrees to the warranty terms and conditions printed on this sheet, and acknowledges that he and, or she is bound thereby and it is fully understood and agreed that ownership, title and right of unrestricted repossession of property, shall remain with the Nickerson Company, Inc., until paid for in full. The signers hereof agree that if any default of this contract occurs, they will return all above merchandise in good order upon demand, and all payments previously made are to be forfeited for rental and use thereof, plus an additional sum for any legal or attorney fees incurred in the enforcement of above provisions.

SIGNED _____ TITLE _____ DATE _____
Please sign and return to Nickerson Co. with order.

Approved as to Form:


Tooele City Attorney



Estimate Sheet

Nickerson Company, Inc.
P.O. Box 25425
2301 West Indiana Ave.
Salt Lake City, UT 84125

Table with columns: #, Item, Unit, Extension. Rows include: PULL/REINSTALL, MOTOR BENCH TEST, VIDEO, REVIDEO, BRUSH AND BAIL, SONAR JETTING, REPAIR OF EQUIPMENT. Includes handwritten checkmarks and a note about a new bowl price.

DO NOT PAY.

VENDOR #
P.O. #
DEPT. # 51-5100-252000
DATE 12.10.19
AMOUNT \$ 61,665.00
SIGNATURE SEVINS

| | | | |
|--|--------------|--|--------------|
| | | | \$ - |
| | Options: | | \$ - |
| | | | \$ - |
| | Freight: | | INCLUDED |
| | | | |
| | Tax | | NOT INCLUDED |
| | Total Price: | | \$ 59,915.00 |
| | Shipment: | | \$ 6,650 |
| | FOB: | | |

QUOTE GOOD FOR 4 WEEKS

Terms: Net 30 days
Quoted by: Garry Noyce

Phone: 801-973-8888
Fax: 801-973-8267

STAFF REPORT

December 6, 2019

To: Tooele City Planning Commission
Business Date: December 11, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Lexington Greens – Minor Subdivision Request

Application No.: P19-868
Applicant: Zenith Tooele LLC
Project Location: Approximately 400 West 1200 North
Zoning: MR-16 Multi-Family Residential Zone
Acreage: Approximately 32 Acres 1,405,093 ft²)
Request: Request for approval of a Minor Subdivision in the MR-16 Multi-Family Residential zone regarding the creation of 5 large pre-development lots.

BACKGROUND

This application is a request for approval of a Minor Subdivision for approximately 32 acres located at approximately 400 West 1200 North. The property is currently zoned MR-16 Multi-Family Residential. The applicant is requesting that a Minor Subdivision be approved to allow for the subdivision of the 32 acres into 5 large parcels for the purposes of establishing property lines for ownership. No development will occur on these parcels resulting from this subdivision. Each parcel will be required to undergo the entire subdivision or site plan process when each parcel develops.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Multi-Family Residential land use designation for the subject property. The property has been assigned the MR-16 Multi-Family Residential zoning classification, supporting approximately 16 dwelling units per acre. The purpose of the MR-16 zone is to “provide an environment and opportunities for high density residential uses, including single family detached and attached residential units, apartments, condominiums and townhouses.” The MR-16 Multi-Family Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Multi-Family Residential land use designation. Properties to the north, west and east are zoned R1-7 Residential. Properties to the south are zoned NC Neighborhood Commercial. All surrounding properties are currently vacant, undeveloped land. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Subdivision Layout. This is a minor subdivision that establishes property lines for the purposes of ownership. Lots range in size from 5.2 acres up to 7.5 acres. The applicant of this subdivision will not be developing each parcels, therefore, each parcel will be required to undergo all required subdivision approvals when each parcel develops. The developer of the parcels will therefore be required to provide all road dedications, water rights, utility improvements and all other improvements and dedications required with a standard subdivision or site plan development when each parcel develops. Development will not occur on these parcels until these have been completed.

Criteria For Approval. The procedure for approval or denial of a Minor Subdivision request follows the same approval process as a Final Plat Subdivision, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-10, 11 and 35 of the Tooele City Code.

REVIEWS

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

1. This subdivision plat is solely for the purpose of establishing property lines for ownership. This plat does not entitle any development or construction. All entitlements and developability, including infrastructure, easements, and property dedications as needed, must be established through further land use applications and approvals according to the Tooele City Code.

Engineering Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Minor Subdivision submission and have issued a recommendation for approval for the request with the following proposed condition:

1. Prior to recordation of the Final 5 lot minor subdivision plat, the developer will provide all required out of plat public utility, drainage and ingress and egress easements, as shown on the plat.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Minor Subdivision by Zenith Tooele LLC, application number P19-868, 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.
5. The developer of the parcel(s) will be required to provide all road dedications, water rights, utility improvements and all other improvements and dedications required with a standard subdivision or site plan development when each parcel develops.
6. Each parcel will be required to undergo all required subdivision approvals when each parcel develops.
7. This plat does not entitle any development or construction.
8. All entitlements and developability, including infrastructure, easements, and property dedications as needed, must be established through further land use applications and approvals according to the Tooele City Code.
9. Prior to recordation of the Final 5 lot minor subdivision plat, the developer will provide all required out of plat public utility, drainage and ingress and egress easements, as

shown on the plat.

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.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Lexington Greens Minor Subdivision Request by Zenith Tooele LLC for the purpose of creating 5 lots, application number P19-868, based on the findings and subject to the conditions listed in the Staff Report dated December 6, 2019:”

1. List any additional findings and conditions...

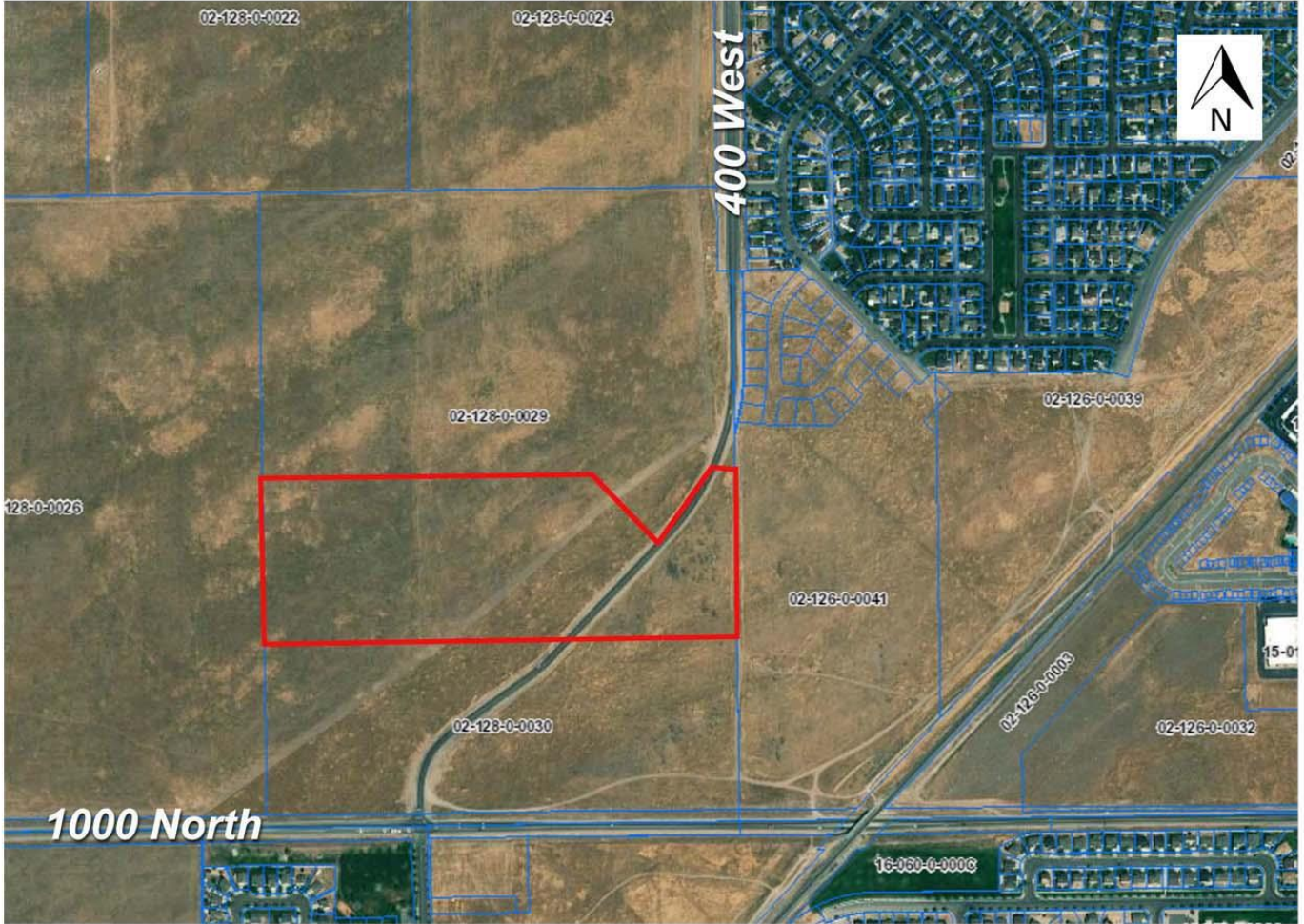
Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Lexington Greens Minor Subdivision Request by Zenith Tooele LLC for the purpose of creating 5 lots, application number P19-868, based on the following findings:”

1. List findings...

EXHIBIT A

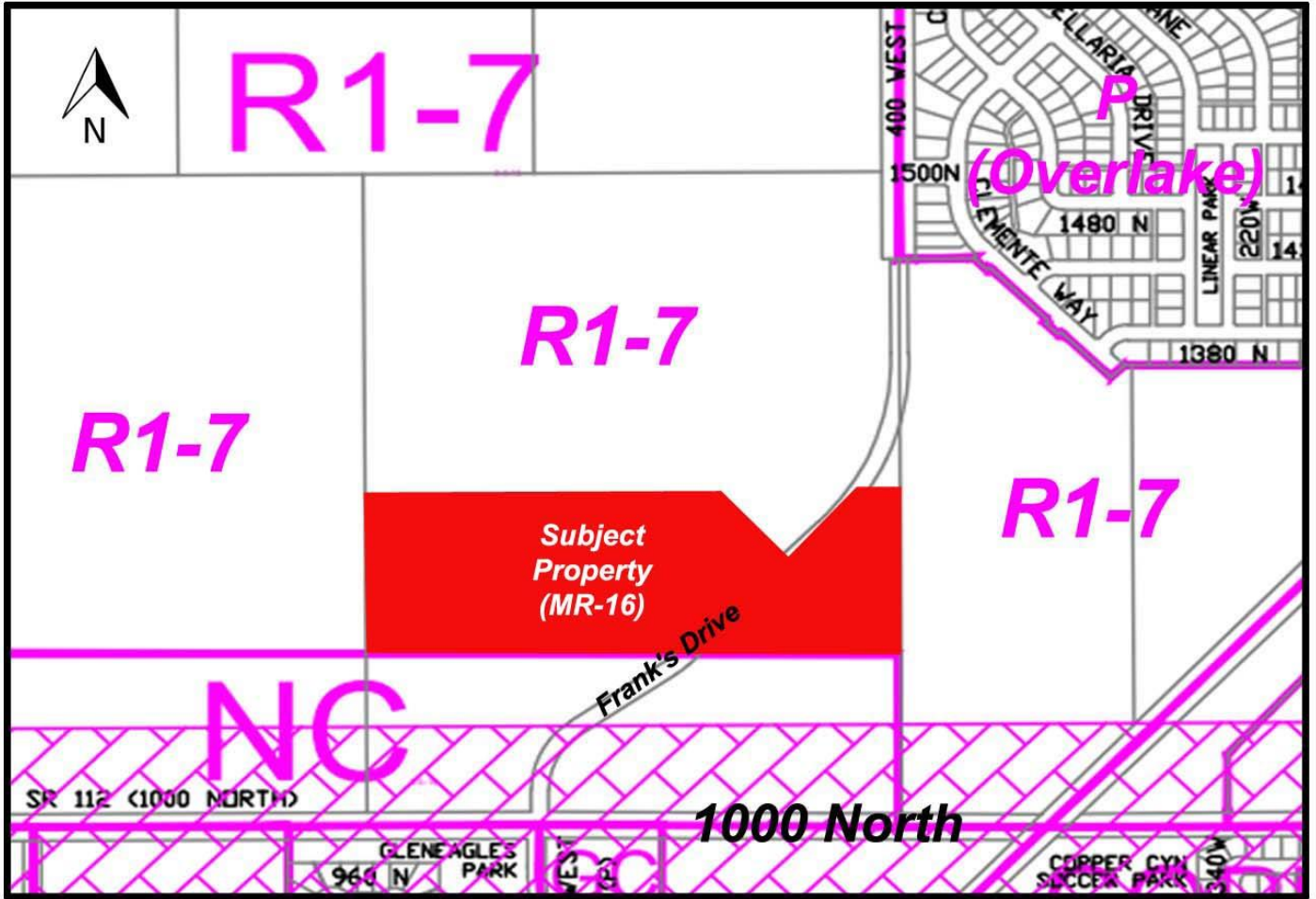
MAPPING PERTINENT TO THE LEXINGTON GREENS MINOR SUBDIVISION

Lexington Greens Minor Multi-Family Subdivision



Aerial View

Lexington Greens Minor Multi-Family Subdivision



Current Zoning

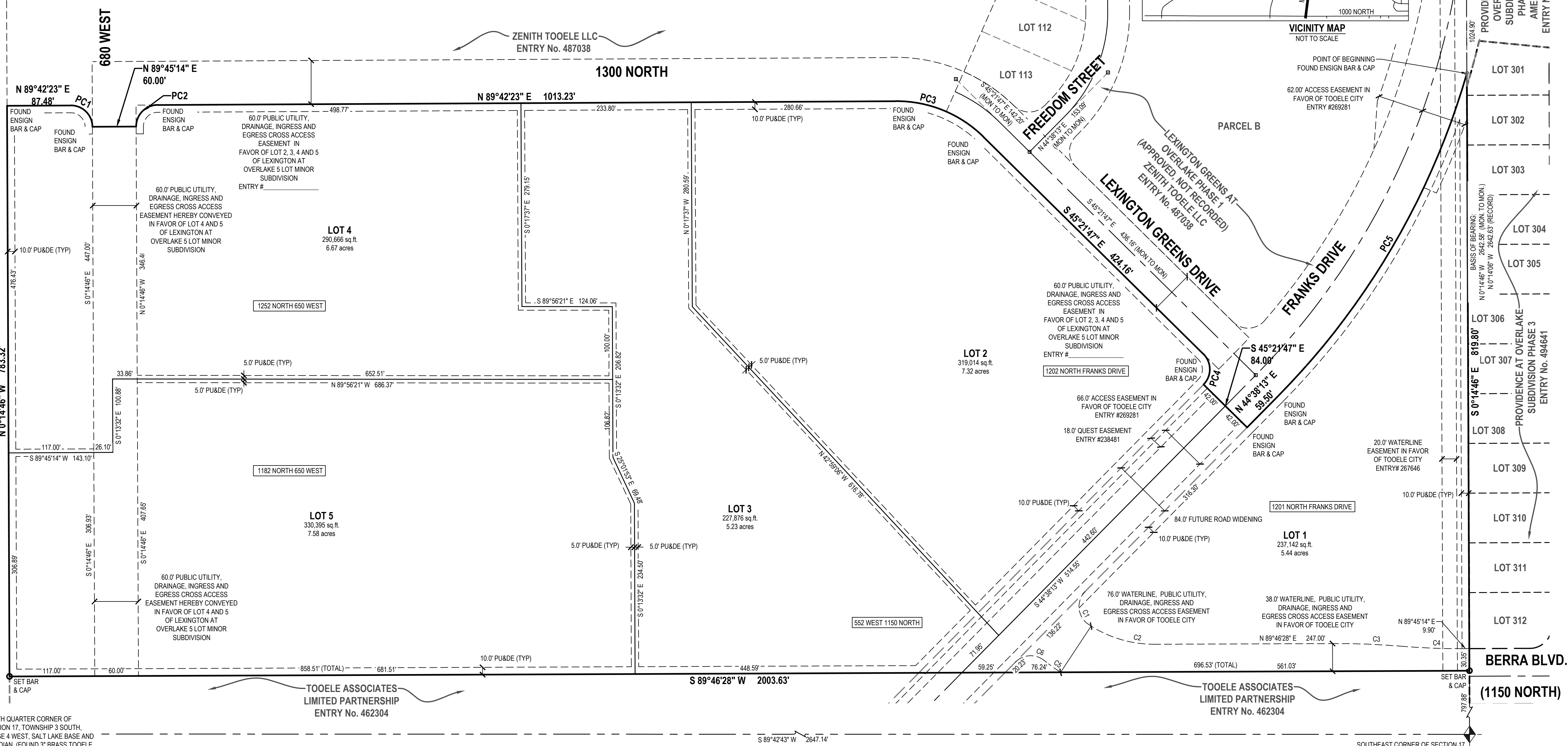
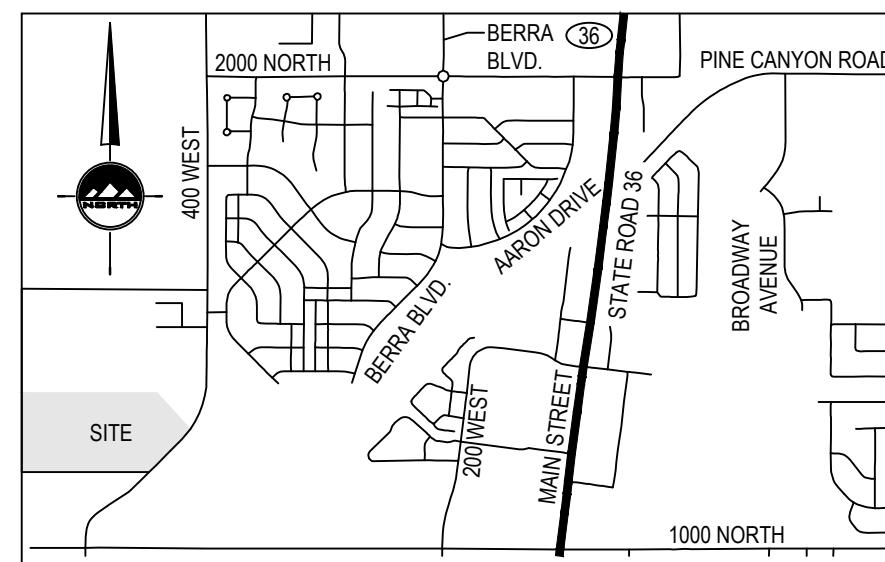
EXHIBIT B

PROPOSED DEVELOPMENT PLANS

LEXINGTON AT OVERLAKE 5 LOT MINOR SUBDIVISION

FINAL PLAT

LOCATED IN THE
SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH,
RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH



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 **LEXINGTON AT OVERLAKE 5 LOT MINOR 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.

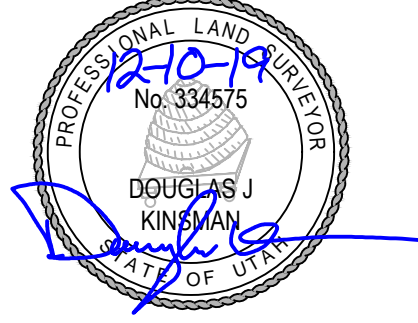
BOUNDARY DESCRIPTION

A parcel of land, situate in the Southeast Quarter of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and in Tooele City, Tooele County, Utah, more particularly described as follows:

Beginning at a point on the West line of "Providence at Overlake Subdivision Phase 2 Amended" recorded in the Tooele County Recorder's Office as entry number 482225, book 20, page 56, also located on the Section line, which is located South 0°14'46" East 1024.50 feet along the Section line from the East Quarter Corner of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

- thence South 0°14'46" East 819.80 feet along the Westerly boundary of said Providence at Overlake Subdivision Phase 2 Amended, to and along "Providence at Overlake Subdivision Phase 3" recorded in the Tooele County Recorder's Office as entry number 494641, book 20, page 90, also along the Section line;
- thence South 89°46'28" West 2003.63 feet;
- thence North 0°14'46" West 783.32 feet;
- thence North 89°42'23" East 87.48 feet;
- thence North 89°42'23" East 1013.23 feet;
- thence South 89°42'23" East 1013.23 feet;
- thence South 89°42'23" East 1013.23 feet;
- thence North 89°45'14" East 60.00 feet;
- thence Northeastly 46.31 feet along the arc of a 29.50-foot radius tangent curve to the right (center bears South 0°17'37" West, and the long chord bears North 44°43'48" East 41.70 feet, through a central angle of 89°57'08");
- thence North 89°42'23" East 1013.23 feet;
- thence Southeastly 133.31 feet along the arc of a 170.00-foot radius tangent curve to the right (center bears South 0°17'37" East, and the long chord bears South 67°49'42" East 129.92 feet, through a central angle of 44°55'51");
- thence South 45°21'47" East 424.16 feet;
- thence Southeastly 46.34 feet along the arc of a 29.50-foot radius tangent curve to the right (center bears South 44°38'13" West, and the long chord bears South 45°21'47" East 41.72 feet, through a central angle of 90°00'00") to the Northeastly line of Franks Drive;
- thence South 45°21'47" East 84.00 feet to the Southeastly line of Franks Drive;
- thence North 44°38'13" East 59.50 feet along said Southeastly line;
- thence Northeastly 519.40 feet along the arc of a 104.00-foot radius tangent curve to the left (center bears North 45°21'47" West, and the long chord bears North 30°21'25" East 514.04 feet, through a central angle of 28°33'36"), along the Easterly line of Franks Drive, to the Point of Beginning.

Parcel contains: 1,405,093 square feet, or 32.24 acres.



Date: Dec 10, 2019
Douglas J Kinsman
License no. 334575

OWNER'S DEDICATION AND CONSENT TO RECORD

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

LEXINGTON AT OVERLAKE 5 LOT MINOR SUBDIVISION

The undersigned owner(s) hereby dedicate to Tooele City all those parts or portions of said tract of land on said plat designated hereon as streets, the same to be used as public thoroughfares forever. The undersigned owner(s) also hereby convey to Tooele City and to any and all public utility companies providing service to the hereon described tract a perpetual, non-exclusive easement over the streets and public utility and drainage easements shown on this plat, the same to be used for drainage and for the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner(s) also hereby conveys any other easements as shown hereon to the parties indicated and for the purposes shown hereon.

In witness whereof I/we have hereunto set my/our hand this _____ day of _____ A.D., 20____.

By: Zenith Tooele LLC Charles W. Akerlow (Managing Director) By: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of Tooele

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

Notary's Full Name & Commission Number _____

My Commission Expires _____ A Notary Public Commissioned in Utah

LEXINGTON AT OVERLAKE 5 LOT MINOR SUBDIVISION FINAL PLAT

LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3
SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH

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

COUNTY SURVEY DEPARTMENT APPROVAL

APPROVED THIS _____ DAY OF _____ 20____ BY THE TOOELE COUNTY SURVEY DEPARTMENT. RECORD OF SURVEY FILE #2018-0074
TOOELE COUNTY SURVEY DIRECTOR

ROCKY MOUNTAIN POWER COMPANY

1. PURSUANT TO UTAH CODE ANN. § 84-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(C) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
(4) ANY OTHER PROVISION OF LAW.

APPROVED THIS _____ DAY OF _____ 20____
ROCKY MOUNTAIN POWER
BY: _____
TITLE: _____

DOMINION ENERGY

DOMINION ENERGY APPROVES 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 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 AT 1-800-366-8532.

APPROVED THIS _____ DAY OF _____ 20____
DOMINION ENERGY
BY: _____
TITLE: _____

LEGEND

| | | | |
|--|--|--|----------------------------|
| | EXISTING STREET MONUMENT | | ADJACENT PROPERTY LINE |
| | PROPOSED STREET MONUMENT TO BE SET | | SECTION LINE |
| | SECTION CORNER | | CENTER LINE |
| | 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL, STAMPED "ENSGN ENG. & LAND SURV." | | EASEMENT LINE |
| | PUBLIC UTILITY & DRAINAGE EASEMENT | | RIGHT OF WAY LINE |
| | BOUNDARY LINE | | ADJACENT RIGHT OF WAY LINE |
| | TANGENT LINE | | TANGENT LINE |

TOOELE CITY COUNCIL

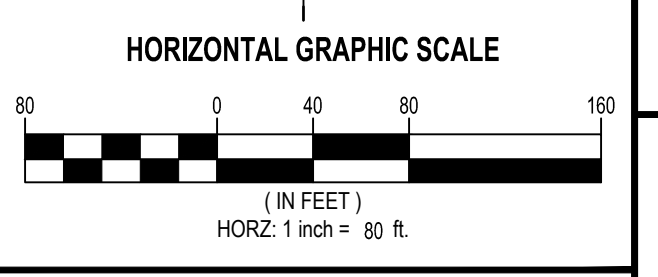
APPROVED THIS _____ DAY OF _____ 20____ BY THE TOOELE CITY COUNCIL.

APPROVED THIS _____ DAY OF _____ 20____
BY: _____
TITLE: _____

ATTEST: CITY RECORDER

CURVE TABLE

| CURVE | RADIUS | LENGTH | DELTA | BEARING | CHORD |
|-------|----------|---------|------------|-------------|---------|
| C1 | 29.50' | 51.96' | 100°55'04" | S8°49'19"E | 45.50' |
| C2 | 162.00' | 95.98' | 33°56'41" | S73°15'12"E | 94.58' |
| C3 | 1038.00' | 90.85' | 5°00'52" | S87°43'06"E | 90.82' |
| C4 | 962.00' | 84.54' | 5°02'06" | S87°43'43"E | 84.51' |
| C5 | 238.00' | 27.64' | 6°39'18" | S54°04'25"E | 27.63' |
| C6 | 29.50' | 43.57' | 84°37'01" | N86°56'43"E | 39.71' |
| PC1 | 29.50' | 46.26' | 89°51'18" | S45°21'58"E | 41.67' |
| PC2 | 29.50' | 46.31' | 89°57'08" | N44°43'48"E | 41.70' |
| PC3 | 170.00' | 133.31' | 44°55'51" | S67°49'42"E | 129.92' |
| PC4 | 29.50' | 46.34' | 90°00'00" | S0°21'47"E | 41.72' |
| PC5 | 1042.00' | 519.40' | 28°33'36" | N30°21'25"E | 514.04' |



DEVELOPER

ZENITH DEVELOPMENT LLC
2040 MURRAY HOLLADAY
ROAD, SUITE 204
SLC, UTAH 84117
801-428-3755

SHEET 1 OF 1

PROJECT NUMBER: 82608
MANAGER: D. KINSMAN
DRAWN BY: C. CHLD
CHECKED BY: D. KINSMAN
DATE: 12/9/2019

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

SALT LAKE CITY
Phone: 801.261.0208
LAYTON
Phone: 801.547.1100
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.986.2563

WWW.ENSGNENGM.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

COMMUNITY DEVELOPMENT APPROVAL

APPROVED THIS _____ DAY OF _____ 20____ BY THE COMMUNITY DEVELOPMENT.

TOOELE CITY COMMUNITY DEVELOPMENT

PLANNING COMMISSION APPROVAL

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

CHAIRMAN TOOELE CITY PLANNING COMMISSION

**Tooele City Council
Business Meeting Minutes**

Date: Wednesday, December 4, 2019

Time: 7:00 p.m.

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

City Council Members Present:

Brad Pratt
Steve Pruden
Dave McCall
Scott Wardle

City Council Members Excused:

Melodi Gochis

City Employees Present:

Mayor Debbie Winn
Jim Bolser, Community Development Director
Chief Ron Kirby, Police Department
Roger Baker, City Attorney
Steve Evans, Public Works Director
Darwin Cook, Parks Department Director
Glenn Caldwell, Finance Director
Paul Hansen, City Engineer
Michelle Pitt, City Recorder
Cylee Pressley, Deputy Recorder

Minutes prepared by Kelly Odermott

Chairman Pruden called the meeting to order at 7:03 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Council Member McCall.

2. Roll Call

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

3. Mayor's Youth Recognition Awards

Presented by Mayor Winn, Stacy Smart, Communities that Care Coordinator, and Chief Ron Kirby.

Mayor Winn welcomed visitors for the Mayor's Youth Awards and introduced Tooele City 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:

- Rilynn Cowan
- Macie Gustin
- Clarissa Jones
- Elyjah Petersen
- Issac Whitney

4. Public Comment Period

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

Chairman Pruden closed the public comment period.

5. Public Hearing on Community Development Block Grant (CDBG) First Public Hearing.

Presented by Shilo Baker

Ms. Baker stated that the purpose of the public hearing is to provide citizens of Tooele City pertinent information about the Community Development Block Grant Program and to allow for discussions of possible applications for the 2020 funding cycle. This grant money must be spent on projects benefiting low to moderate income persons. Funds have not yet been allocated to the Wasatch Front Regional Council in which Tooele City is a member, but in the 2020 program year, the Wasatch Front Regional Council is expecting to receive approximately \$900,450. All eligible activities are identified in CDBG application policies and procedures manual. Some of the eligible activities include construction of public works and facilities, such as water, sewer lines, fire stations, acquisition of real property and provision of public services, such as food banks or homeless shelters. Tooele City has not applied for a CDBG grant since 2013. In 2013 Tooele City applied for sponsoring Rocky Mountain Care Facility but did not receive funding. In 2012 Tooele City did not apply for funding. In 2011, the City applied, but did not receive funding. 2010 was the last time the City applied and received funding in the amount of \$100,000 for a down payment assistance program for the Tooele County Housing Authority and \$150,000 for kitchen equipment at the new Refection House. Both of those grants have been completed and closed. Tooele City has a capital investment plan as part of the Regional Consolidated Plan with the Wasatch Regional Council. This list shows a list of projects identified for being needed in the community.

Chairman Pruden asked if there are any pending requests. Ms. Baker stated the Broadway Heritage Apartments had approached the City, but no commitments for an application have been confirmed. Chairman Pruden asked when the deadline for the application is due. Ms. Baker stated the application deadline is January 15.

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

Chairman opened the public hearing, there were no comments. Chairman Pruden closed the public hearing.

6. Public Hearing and Motion on Resolution 2019-77 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2019-2020.

Presented by Glenn Caldwell

Mr. Caldwell stated that there are a few midyear adjustments that need to be performed on the budget. He stated the following funds were affected by transfers, General Fund, Golf Advertising Trust Account, Golf Operating Budget, Junior Golf Trust Account, Police Department Budget, Evidence Trust Account, Microchip Trust Account, Animal Control, PAR Tax, Water Fund, Waste Water Fund, Storm Water and Road C Maintenance Fund. The transfers of funds include activities such as; capital projects and capital outlay for equipment, purchases for activities at the golf course, and police department insurance payments.

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

Chairman Pruden opened the public hearing, there were no comments. Chairman Pruden closed the public hearing.

Council Member McCall motioned to approve Resolution 2019-77. Council Member Pratt seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

7. Public Hearing and Motion on Ordinance 2019-29 An Ordinance of Tooele City Amending the Tooele City Code for Medical Cannabis Production Establishments and Pharmacies.

Presented by Roger Baker

Mr. Baker stated the ballot initiative and state legislation have legalized the production, sale, and use of medical cannabis in the state of Utah. The special session of 2019 the legislature passed Senate Bill 1002. This bill had two mandates on local land use laws. The first is that municipalities must allow a cannabis production facility as a permitted use in certain zoning districts. If the City does not specify a zoning district, by state mandate the production facilities are allowed in all agricultural and industrial zones. The recommendation for the Council is to allow cannabis production in the industrial zoning district.

Mr. Baker stated that a medical cannabis pharmacy is a permitted use in all zoning districts that are not residential zoning districts. These would be allowed in commercial and industrial zoning districts. They would not be allowed in residential and mixed-use zoning districts. Staff recommends that the mixed-use zoning districts Broadway and General are primarily residential in nature. The purpose of the ordinance does not include making a policy statement about medical cannabis. It is simple implementing the State mandate of permitted uses in certain zoning districts.

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

Chairman opened the public hearing.

Mr. Peter Clegg stated that he is representing Valley Behavioral Health Prevention Services. He stated that from a prevention standpoint, as medical cannabis continues to move forward, it is going to increase assess ability and opportunities to be misused. Valley Behavioral Health would ask the Council to support the prevention services that are in place, such as Tooele Communities that Care, to continue to address and prevent substance misuse in the community. Also, to ensure that as medical cannabis is being used, it is being used for medical purpose.

Chairman Pruden stated that the City agrees with the statements that were said and the City is obligated to go through with this, but trusting that the legislature will monitor the rules and regulations.

Chairman Pruden closed the public hearing.

Council Member McCall motioned to approve the Ordinance 2019-29. Council Member Pratt seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

8. **Resolution 2019-79 A Resolution of the Tooele City Council Approving a Lease Agreement with Eco-Site II, LLC, for a Cell Tower.**

Presented by Roger Baker

Mr. Baker stated that this item has been discussed in prior work meetings, and the staff has been working with T-Mobile on and off since 2011, to place a cell tower in Elton Park. T-Mobile has approached the City during these discussions and the City has not solicited the tower. The lease will involve a lease of a 40 by 40 foot pad, that will not decrease any functionality of the park or interfere with maintenance of the park. The resulting revenue of the lease will be \$15,000 per year for potentially 30 years with annual escalators. Staff is recommending approval of the lease.

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

Council Member Wardle stated that as part of previous discussions, a line item was going to be created for revenue of the tower to be used at Elton Park improvements, does that need to be stated on the record.

Mr. Cook stated that the discussion from the previous meeting had evolved into the revenue being used for all parks and park equipment.

Mr. Baker stated that the vote can be conditioned to be implemented however the Council would like. That would be implemented at budget time to ensure the policy is carried through.

Council Member Wardle asked if that needs to be stated on the record or included on the Resolution so that other administrations know that it is there?

Mr. Baker stated that it is a statement of policy. Council Member Wardle stated that the vote implements that moving the revenue from that line item, would require a vote. Mr. Baker stated it would not bind future Councils, but they would have to vote to move the revenue line item.

Chairman Pruden asked if there were questions or comments from Council.

Council Member Wardle motioned to amend Resolution 2019-79 and in the be it resolved clause to include that the proceeds from this cell tower be put in the 741 fund of the parks department, to be used for parks equipment throughout the City. Council Member McCall seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

9. **Ordinance 2019-31 A Ordinance of Tooele City Amending Tooele City Code Chapter 10-3 Regarding Parking in the Publics Rights-of Way.**

Presented by Roger Baker

Mr. Baker stated that he would present item 9 and item 10 together. The main purpose of the two ordinances is to add additional clarifications to the parking regulations for the benefit and understanding by the public and police department. A number of definitions have been added. There is a suggestion of removing the historical practice of enforcing the High School parking rules on the high school campus for the high school administration. The police department will enforce the rules on the public rights-of-way.

Mr. Baker stated that large vehicles are typically semi-trucks. City code establishes truck routes on which those vehicles can operate. Currently, there is not a parking violation section for large vehicles. There is some language in the criminal code and makes it a class B misdemeanor to

operate or park a large vehicle outside the truck routes. For parking large vehicles, the City Administration is making a suggestion that a large vehicle can only park on roads on which it can legally operate. If a large vehicle is parked on a non-truck route, it is presumed to have been operated to get to the non-truck route.

Chairman Pruden asked the Council if there were any questions or comments from either of the agenda items.

Council Member Wardle motioned to approve Ordinance 2019-31. Council Member Pratt seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

10. Ordinance 2019-34 A Ordinance of Tooele City Amending Tooele City Code Section 10-2-7 Regarding Large Vehicle Parking in the Public Rights-of-Way.

Presented by Roger Baker

Presented under agenda item 9.

Council Member Pratt motioned to approve Ordinance 2019-34. Council Member McCall seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

11. Ordinance 2019-32 An Ordinance of Tooele City Amending Tooele City Code Chapter 4-14 Regarding the Abatement of Dangerous Buildings.

Presented by Roger Baker

Mr. Baker stated that this Ordinance has been in place for 25 years. The current version of the uniform code for the abatement of dangerous buildings remains the 1997 code. Other City uniform codes have issued newer additions. The state and other municipalities have the opportunity to alter codes as long as it complies with law. Staff is recommending two main revision besides the general modernization of the ordinance. The first is to change the appeal structure, rather than go to a building board of appeals that sits on an ad hoc basis, but shift the appeals to the administrative hearing officer appeals process. The current appeals process is rarely utilized and it is hard to maintain an active appeal board. The board has not been utilized in over 20 years. From an administrative efficiency standpoint, it would be appropriate to utilize an existing administrative process that reviews many administrative matters. The second, of the changes is to implement a standard process for collecting the City's cost to abate a dangerous building. Mr. Baker stated that the state law has a good process and is currently used by the City in the nuisance abatement process. Staff is recommending adopting the same process for the dangerous building abatement process as well. It involves documenting the costs, informing the property owner of the costs, filing the costs with County offices and putting a lien on the property

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

Chairman Pruden thanked Mr. Baker and stated that he thought it was a good process.

Council Member Pratt motioned to approve Ordinance 2019-32. Council Member McCall seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

12. Public Hearing and Ordinance 2019-33 An Ordinance of he Tooele City Council Amending the Tooele City Zoning Map for Property in the Overlake Area B Neighborhood Commercial Zoning District, for the Epic Apartments at Overlake Development Located Near 600 West 1000 North.

Presented by Jim Bolser

Mr. Bolser stated that this is an application for a Zoning Map Amendment on the north side of 1000 North. The 400 West roadway as it moves south out of the Overlake area curves over to the 600 West roadway on the north side of 1000 North. The curved area of roadway is called Franks Drive. This application is for a portion of property on the north side of 1000 North. The property owner is also the applicant and owns approximately 60 acres that runs along 1000 North. The request is reassigning a little over 18 acres on the east side of Franks Drive. The entire property along 1000 North is identified as NC Neighborhood Commercial. The 18.18 is proposed to be reassigned to the MR-16 Multi-Family Residential zoning district. The MR-16 Multi-Family Residential would match property to the north and property across 1000 North to the south. The Planning Commission has reviewed this, held their own public hearing, and forwarded a positive recommendation with a four to three vote.

Chairman Pruden opened the public hearing.

Mr. Drew Hall, the applicant asked if the Council had any questions, there were none.

Chairman Pruden closed the public hearing.

Council Member Pratt motioned to approve Ordinance 2019-33. Council Member Wardle seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

13. Subdivision Final Plat for Country View Villas Plat A by Irish Creek, LLC to Create 56 Lots Located at Approximately 1000 North 200 East on Approximately 12 Acres in the MR-8 PUD Multi-Family Residential Zoning District.

Presented by Jim Bolser

Mr. Bolser stated that the Council adopted a Zoning Map Amendment for a PUD designation for the entirety of the vacant property shown on the screen. The intent is for development of a 55 and older living community. The PUD creates the provisions for the specialized project. There will be 130 to 135 units. The applicant is proposing the final plat for the first phase of the property containing 56 units. The buildings will be four plex pods that will be a single building. There will be two road connections with the first phase, one onto 1000 North and the second to the west and will connect to the new road that has been constructed with the apartment project to the west. The Planning Commission has reviewed the final plat and forwarded a positive recommendation to the Council.

Chairman Pruden asked the applicant if they had determined if they will finish the sidewalk along 1000 North as part of the first final plat phase. The applicant responded they are still working out the details and have not made a determination yet.

Council Member Wardle stated that it is a great project.

Council Member Wardle motioned to approve Subdivision Final Plat for Country View Villas Plat A. Council Member McCall seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

14. Minutes

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

Council Member McCall motioned to approve minutes from the City Council November 20, 2019. Council Member Pratt seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

15. Approval of Invoices

Presented by Michelle Pitt

An invoice in the amount of \$20,000 to WSRP, LLC for the audit.

Chairman Pruden asked when the audit will be completed. Mayor Winn stated the audit results will be presented on December 18.

Council Member McCall motioned to approve invoices. Council Member Pratt seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

16. Adjourn

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

The meeting adjourned at 7:59 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 18th day of December, 2019

Steve Pruden, Tooele City Council Chair

DRAFT

**Tooele City Council
Work Session Meeting Minutes**

Date: Wednesday, December 4, 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

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
Ron Kirby, Police Chief

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, Excused

3. Discussion:

- Ordinance 2019-31 An Ordinance of Tooele City Amending Tooele City Code Chapter 10-3 Regarding Parking in the Public Rights-of-Way

Presented by Roger Baker

Mr. Baker stated that he worked with Chief Kirby on this Ordinance. Mr. Baker explained that an amendment had been added since the Council had last seen the proposed amendments in prior meetings. Mr. Baker said that the additional amendment is Section 10-3-25.1 which cross referenced to Chapter 10-2 that regulates heavy vehicles on City streets. The current Code lists no violation other than a class B misdemeanor for parking a heavy vehicle, such as a semi, on City streets. This new section identifies that it is a civil violation to park a semi on a street that is not a truck route. Heavy vehicles destroy the roads and parking a heavy vehicle on a road may impede traffic because of the width of the road. The Council indicated they would like the Code to refer to large vehicle parking, instead of truck parking in the title. Mr. Baker said he would make that change before the Council votes on the Ordinance tonight.

Council Member McCall asked that the City get this information out to the public prior to issuing citations. The Mayor indicated that it will be in the City's newsletter, Ninety North Main, and the paper will be asked to do an article about it.

Mayor Winn expressed appreciation to City police officers. She said that she receives reports on how many calls the officers respond to. People have thanked her for getting vehicles off the road. She said she applauds the officers for getting the job done in this area.

Mayor Winn also thanked the snowplow drivers for the fantastic job they did getting the roads cleaned. Council Member Wardle asked when the City would get the new snowplow trucks. Mr. Evans indicated that the new trucks won't be ready until March.

- Ordinance 2019-34 An Ordinance of Tooele City Amending Tooele City Code Section 10-2-7 Regarding Large Vehicle Parking on the Public Rights-of-Way
Presented by Roger Baker

Mr. Baker stated that this Ordinance addressed large vehicles that are parked on a road that is not a truck route. It eliminates a legal argument that some people try to use when they say that no one saw them driving on the street. This Ordinance says that if the vehicle is parked on a non-truck route, it is presumed that the person drove it there.

- Resolution 2019-77 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2019-2020
Presented by Glenn Caldwell

Mr. Caldwell said that the budget amendments were ready. The Council received copies of the proposed amendments. There will be a public hearing on this matter at the business meeting tonight.

- Multi-Operational Businesses
Presented by Jim Bolser

Mr. Bolser stated that there are some local businesses that would like the ability to operate multiple businesses under a single entity from a single location and under a single license. Mr. Bolser added that there are some local businesses that currently fall under this scenario. A multi-operational business license would allow a business to operate multiple businesses under a single licensure, as long as each business is listed as a provable in the zone, the owner is the same, and the businesses are located at the same location. If one business is a permitted use, but one is a conditional use, they would still have to get a Conditional Use Permit (CUP) for that business as if it was an independent use. Mr. Bolser explained that there are some businesses currently operating under a single entity, but some are not operating all year round. He stated that even if a business fell under a temporary use, or seasonal use, this change would clean up the process and allow that use a year round use as a multi-operational scenario. Mr. Bolser stated that this is an idea that is being brought to the Council to see if they are interested in bringing it in to the City Code.

Council Member Wardle presented a possible scenario of a smoke shop and the owners then add another business under that same license. He asked if the City could regulate the second business under the proposed change. Mr. Bolser answered that it would have to be the same owner in the same location. Each business would have to be listed and go through the same steps as if they were independent businesses. It would have to have the same owner, the same entity, and at the same location. They would also maintain their own independent regulation based on their conditions of approval. He gave an example of an owner who had a convenience store, then added a restaurant business selling hot dogs, then a video rental. This business owner would have one license with three businesses listed, under a single owner at the same location. Council Member Wardle asked what would govern the zoning because the businesses may have different zoning requirements. Mr. Bolser said that if all three businesses required a CUP, all three businesses would have to get CUPs, but only one license once their approvals were in place. He added that each approval would have to be initially obtained, but only one license would be issued for each year going forward.

Council Member Pratt asked if all three businesses would run under the same Tax ID number. Mr. Bolser said that Staff hadn't looked at that issue yet. Council Member Pratt then asked what the charge for the licensing would be; and if there would be the same fee for three businesses as for one business. Mr. Bolser said there would only be one license fee, plus fees for each employee. Council Member Pratt expressed concern about not paying a fee for each business.

Council Member Wardle also asked about fees. Mr. Bolser stated that Staff hadn't looked at the fee aspect yet. Mr. Bolser said that the change should make it easier for business owners because they would be submitting one form instead of multiple forms. The Council asked Mr. Bolser what the fee for a CUP was. He answered that the fee for a CUP is either \$750 or \$150.

Council Member McCall said he felt that a multi-business license should be a little more than a single business license, maybe not double, but a little bit more.

Mr. Bolser indicated that he would like to get this Ordinance in place by January 1st where that is the renewal of the business licensing cycle but understanding that was probably not realistic. He thanked the Council for the discussion and indicated he would try to figure out the financial side

of it. The Council would like this item to be discussed at December 18th work session. Mr. Bolser said he would get language out to the Council prior to that.

Mr. Bolser stated that this matter would need to go to Planning Commission before coming back for a vote from the Council.

- Residential Driveway Location Requirements
Presented by Jim Bolser

Mr. Bolser stated that residential driveway location requirements have been looked at by City Staff for some time. Mr. Bolser explained that the City has a provision in the current City Code for multi-family developments and non-residential developments requiring a certain distance where a driveway access can be in relation to an intersection, but there is not a provision for a single-family home driveway. His department is getting more requests for driveways to go in the intersection or very close to it that there is a safety concern. The City has tried to work with developers to move the driveway to the opposite side of the house, without changing the layout of the house. Most developers and homeowners will make the change, but a few of the developers and homeowners have said that if the City Code doesn't require them to move the driveway, they won't do it.

Mr. Bolser said that the City is proposing an Ordinance to establish a distance for single-family home driveways and show how the distance is determined with a diagram in the Code. Mr. Bolser summarized that it is basically saying that it is 30 feet to the close edge of the driveway from the end point of the intersection's curve. The Ordinance would also show what is and is not allowed on either side of the intersection, both approaching and departing. Mr. Bolser added that this will need to go to the Planning Commission. Council Member Pratt indicated he liked the change. Mr. Baker said that there is a Pending Ordinance Doctrine that the City can use. This allows the City to immediately put the changes in the Ordinance in place, by announcing that this Ordinance is being changed. Mr. Baker went on to say that this would allow the City to make the change prior to the public hearing and Council voting on the change.

The Council advised City Staff to get this matter to the Planning Commission and then use the Pending Ordinance Doctrine.

- Pool Fees
Presented by Darwin Cook

Mr. Cook said that the current swim lesson fee is set at \$25 for the school year and \$30 for the summer. The pool staff would like to change the fee to a year-round \$30.00. Mr. Cook explained that even though Josh DeCola has brought in two additional swim classes, all classes fill up quickly. Council Member Wardle suggested charging non-residents a higher fee. He stated that the pool doesn't make money as it is. The City is subsidizing the pool. It may be that non-residents are pushing out residents from using the City pool. It was suggested to charge an additional fee of \$10 for non-residents.

Mr. Cook added that another fee for discussion was for promotional nights and events at the pool. He said that the golf fee schedule says “the golf pro has the discretion to modify fees during promotional events.” Mr. Cook asked if the same language could be added in the pool fees. Chairman Pruden felt that comparing the golf course and the pool was like comparing apples to oranges. Mr. Cook asked to allow the pool manager to decide fees if it was a City sponsored event at the pool. Council Member Wardle felt that promotional nights and events would need to be defined; and there would need to be some limits on the discretion. Council Member Wardle suggested that instead, an amount be set aside to sponsor City events. The Mayor added that she does not even have the authority to waive a fee. The Council asked for an example of a type of City sponsored event at the pool. Mr. Cook said that there is an Elf Dive event planned and the pool is charging \$4.00 per person instead of the \$2.50 regular fee. This additional fee is to help cover the cost of the event, and the pool will be closed during the event. Council Member Wardle said he had an issue with the City closing the pool to sponsor an event, because this did not allow public access to the pool. He felt that the event should be done after hours. Council Member Wardle cautioned that the City should be careful limiting citizens access to the pool.

Mr. Baker clarified the Council’s feeling about the pool fees. The Council agreed to the swim lessons being a flat fee of \$30, with a fee of \$40 for non-residents. This portion will be brought back to the Council with those changes at the December 18th meeting, but the Council would like more discussion on the discretion for special events.

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,” and Chairman Pruden “Aye.”

The meeting closed at 6:01 p.m.

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

No minutes were taken on the closed meetings.

5. Adjourn

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

The meeting adjourned at 6:59 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 18th day of December, 2019

Steve Pruden, Tooele City Council Chair

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