

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council and the Tooele City Water Special Service District will meet in a Work Meeting, on Wednesday, March 2, 2022, at 5:30 p.m. The Meeting will be Held in the Tooele City Hall Council Chambers, Located at 90 North Main Street, Tooele, Utah.

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

1. Open City Council Meeting

2. Roll Call

3. Mayor's Report

4. Council Member's Report

5. Discussion Items

- a. **Tooele City Water Special Service District Resolution 2022-01** A Resolution of the Tooele City Water Special Service District Board Approving a Temporary Water Right Lease Agreement with GeoFortis Utah Minerals LLC
Presented by Roger Baker, City Attorney
- b. **Resolution 2022-16** A Resolution of the Tooele City Council Approving an Agreement With Broken Arrow Inc., for the Dow James PRV and Meter Vault Project
Presented by Darwin Cook, Parks & Recreation Director
- c. **Public Infrastructure District Policy**
Presented by Jared Stewart, Economic Development Director
- d. **Proposal to Update and Amend the City Code Chapter on Annexation**
Presented by Roger Baker, City Attorney
- e. **Proposal to Amend the City's No-Fault Utilities Program from a Claim Program to an Assistance Program**
Presented by Roger Baker, City Attorney
- f. **Meeting Minutes Format**
Presented by Justin Brady, Council Chair

6. Closed Meeting

~ Litigation, Property Acquisition, and/or Personnel

7. 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 435-843-2111 Or Michelled@Tooelecity.Org, Prior To The Meeting.

TOOELE CITY WATER SPECIAL SERVICE DISTRICT

RESOLUTION 2022-01

A RESOLUTION OF THE TOOELE CITY WATER SPECIAL SERVICE DISTRICT BOARD APPROVING A TEMPORARY WATER RIGHT LEASE AGREEMENT WITH GEOFORTIS UTAH MINERALS LLC.

WHEREAS, Tooele City Water Special Service District (“District”) is the owner of water right #15-2858 (the “Water Right”) with current points of diversion near Mercur Utah in Rush Valley; and,

WHEREAS, water right #15-2858 is currently being held by the District for future use within the service area of the District; and,

WHEREAS, in 2021, GeoFortis Utah Minerals LLC (“GeoFortis”) approached the District with a request to rent 40 acre-feet of the Water Right on an annual basis for five years for the purpose of dust control for GeoFortis’ pozzolan mining operations near Faust and Vernon; and,

WHEREAS, GeoFortis plans to deliver its raw material product, pozzolan, to its facility at Peterson Industrial Depot in Tooele City for processing as a locally produced concrete additive product; and,

WHEREAS, on February 17, 2021, the District Board approved District Resolution 2021-01, approving a Temporary Water Right Rental Agreement, effective March 1, 2021; and,

WHEREAS, the Utah Division of Water Rights rejected the temporary change application necessary to use the Water Right at the proposed location; and,

WHEREAS, GeoFortis desires to maintain a rental agreement for the Water Right, but has requested an amended rental fee structure, as shown in the new proposed Temporary Water Right Rental Agreement attached hereto as Exhibit A, in light of the Division decision; and,

WHEREAS, the City Administration recommends approval of the new Agreement, and the District Board finds that the new Agreement is in the best interest of Tooele City and the District:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE TOOELE CITY WATER SPECIAL SERVICE DISTRICT that the attached Temporary Water Right Rental Agreement (Exhibit A) is hereby approved.

This Resolution is in the best interest of the peace, health, safety, or welfare of residents and businesses of the City and the District and shall become effective upon passage, without further publication.

IN WITNESS WHEREOF, this Resolution is approved by the Tooele City Water Special Service District Board this ____ day of _____, 2022.

TOOELE CITY WATER SPECIAL SERVICE DISTRICT BOARD

(For)

(Against)

ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, District Secretary

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

Exhibit A

New Proposed
Temporary Water Right Rental Agreement
GeoFortis Utah Minerals LLC

Temporary Water Right Rental Agreement

This Temporary Water Right Rental Agreement (“Agreement”) is made by and between the Tooele City Water Special Service District (“District”), and Geofortis Utah Minerals LLC (“Geofortis”) on this 1st day of March, 2022~~1~~ (the “Effective Date”), for the purpose of facilitating Geofortis’ rental of a portion of Water Right owned by District. District and Geofortis may be referred to individually as Party or collectively as Parties herein.

WHEREAS, Geofortis’ is conducting a pozzolan mining operation near Faust (“Site”), the ore being processed at Peterson Industrial Depot in Tooele City as a concrete additive product; and,

WHEREAS, Geofortis will annually require approximately 40 acre-feet of water for dust control purposes at the Site; and,

WHEREAS, the District owns Water Right 15-2858 (the “Water Right”) and has sufficient water available under the Water Right to allow Geofortis to rent 40 acre-feet of the Water Right; and

WHEREAS, the District is willing, ready, and able to rent approximately 40 acre-feet of water under the Water Right to Geofortis in exchange for an annual rental fee:

NOW THEREFORE, and in consideration thereof, the Parties agree as follows:

1. Rental of Water: The District hereby agrees to rent approximately 40 acre-feet of the Water Right to Geofortis for dust control and other associated industrial uses at the Site.

2. Rental Fee:

- a. In consideration for the rental of water, Geofortis shall pay to the District a rental fee in the amount of \$1,000 per year of this Agreement, beginning on the Effective Date, until such time as the Utah Division of Water Rights approves the Temporary Change Application discussed below.
- b. During the first partial year after the Utah Division of Water Rights approves the Temporary Change Application, and before the anniversary of the Effective Date, Geofortis shall pay to the District a rental fee in the amount of \$200.00 per acre-foot of water diverted from a well according to meter readings obtained by Geofortis at its cost, with a minimum rental fee of \$1,000 per year.
- c. During each full year after the Utah Division of Water Rights approves the Temporary Change Application, beginning on the anniversary of the Effective Date, Geofortis shall pay to the District a rental fee in the amount of \$8,000.00 plus \$200.00 per acre-foot of water for each acre-foot over 40.
- d. The rental fee shall be due and payable to the District within 30 days of the Effective Date for subsection (a) above, within 30 days of the date of Memorandum Decision under subsection (b) above, and within 30 days of the Effective Date anniversary under subsection (c) above.

- e. For any renewal terms, the rental fee shall be paid within 30 days of the Effective Date of the respective renewal.

3. Effective Date and Initial Term: This Agreement shall become effective as of the Effective Date identified above. The principal term of this Agreement shall be five (5) years commencing from the Effective Date.

4. Additional Terms: Upon 60 days written notice from Geofortis prior to any term's expiration, and in District's sole discretion, this Agreement may be renewed for an additional term of one (1) year. Each one-year term may be likewise renewed, but under no circumstances shall the Agreement be renewed beyond ten (10) years from the effective date, without express written approval of the District.

5. Cooperation and Temporary Change Application: The Parties understand and acknowledge that the State Engineer's approval of a temporary change application is necessary prior to any use of the Water Right at the Site. As such, the Parties agree to cooperate in filing and securing the approval of a temporary change application prior to the beginning of each term. The responsibility to apply for the temporary change applications, extensions, and renewals, and all costs and fees associated with filing and securing approval of the temporary change application, extensions, and renewals, shall be borne by Geofortis.

6. No Water Source: Geofortis understands that the District does not have any water source or water works near the Site, and hereby releases the District from any obligation to provide or develop a water source for the Water Rights. Geofortis will be responsible for permitting and installing its own well and facilities at the Site. Geofortis will own any well drilled or facilities constructed, and District shall have no rights in such well or facilities.

7. Assignment: This Agreement shall be binding upon the Parties and may not be assigned or otherwise transferred to another party without the prior express written consent of District, such consent not to be unreasonably withheld, conditioned, or delayed, and provided that an assignee agrees to be bound by all terms and accept all responsibilities under this Agreement.

8. Amendment: This Agreement may be amended only upon the mutual written consent of the Parties. Said amendments will only become effective when made in writing and signed by both Parties.

9. Entire Agreement: This Agreement constitutes the entire agreement between the Parties as of the Effective Date. This Agreement supersedes the prior agreement with the Effective Date of March 1, 2021.

10. Counterparts: This Agreement may be executed in multiple counterparts with each such counterpart being considered an original and integrated into this Agreement.

11. Limitation of Remedies. Geofortis's sole and exclusive remedy for any non-performance or breach of the City's express or implied covenants of this Agreement is declaratory relief construing this Agreement's rights and obligations and specific performance of this Agreement. Under no circumstances shall the City be liable to Geofortis or Geofortis' successors-in-interest for any monetary damages, including, but not limited to, costs, fees, special, general, direct,

indirect, delay, compensatory, expectancy, consequential, reliance, out-of-pocket, restitution, or other damages, except as otherwise expressly stated herein.

12. No Jury Trial. The Parties hereby irrevocably waive their right to a jury trial in any proceeding arising from the subject matter of this Agreement.

Dated and effective as of the Effective Date.

Tooele City Water Special Service District

Geofortis Utah Minerals LLC

By: Justin Brady
Its: Chair

By: _____
Its: _____

Attest:

Approved as to Form:

Michelle Y. Pitt, District Secretary

Roger Baker, District Attorney

Temporary Water Right Rental Agreement

This Temporary Water Right Rental Agreement (“Agreement”) is made by and between the Tooele City Water Special Service District (“District”), and Geofortis Utah Minerals LLC (“Geofortis”) on this 1st day of March, 2022 (the “Effective Date”), for the purpose of facilitating Geofortis’ rental of a portion of Water Right owned by District. District and Geofortis may be referred to individually as Party or collectively as Parties herein.

WHEREAS, Geofortis’ is conducting a pozzolan mining operation near Faust (“Site”), the ore being processed at Peterson Industrial Depot in Tooele City as a concrete additive product; and,

WHEREAS, Geofortis will annually require approximately 40 acre-feet of water for dust control purposes at the Site; and,

WHEREAS, the District owns Water Right 15-2858 (the “Water Right”) and has sufficient water available under the Water Right to allow Geofortis to rent 40 acre-feet of the Water Right; and

WHEREAS, the District is willing, ready, and able to rent approximately 40 acre-feet of water under the Water Right to Geofortis in exchange for an annual rental fee:

NOW THEREFORE, and in consideration thereof, the Parties agree as follows:

1. Rental of Water: The District hereby agrees to rent approximately 40 acre-feet of the Water Right to Geofortis for dust control and other associated industrial uses at the Site.

2. Rental Fee:

- a. In consideration for the rental of water, Geofortis shall pay to the District a rental fee in the amount of \$1,000 per year of this Agreement, beginning on the Effective Date, until such time as the Utah Division of Water Rights approves the Temporary Change Application discussed below.
- b. During the first partial year after the Utah Division of Water Rights approves the Temporary Change Application, and before the anniversary of the Effective Date, Geofortis shall pay to the District a rental fee in the amount of \$200.00 per acre-foot of water diverted from a well according to meter readings obtained by Geofortis at its cost, with a minimum rental fee of \$1,000 per year.
- c. During each full year after the Utah Division of Water Rights approves the Temporary Change Application, beginning on the anniversary of the Effective Date, Geofortis shall pay to the District a rental fee in the amount of \$8,000.00 plus \$200.00 per acre-foot of water for each acre-foot over 40.
- d. The rental fee shall be due and payable to the District within 30 days of the Effective Date for subsection (a) above, within 30 days of the date of Memorandum Decision under subsection (b) above, and within 30 days of the Effective Date anniversary under subsection (c) above.

- e. For any renewal terms, the rental fee shall be paid within 30 days of the Effective Date of the respective renewal.

3. Effective Date and Initial Term: This Agreement shall become effective as of the Effective Date identified above. The principal term of this Agreement shall be five (5) years commencing from the Effective Date.

4. Additional Terms: Upon 60 days written notice from Geofortis prior to any term's expiration, and in District's sole discretion, this Agreement may be renewed for an additional term of one (1) year. Each one-year term may be likewise renewed, but under no circumstances shall the Agreement be renewed beyond ten (10) years from the effective date, without express written approval of the District.

5. Cooperation and Temporary Change Application: The Parties understand and acknowledge that the State Engineer's approval of a temporary change application is necessary prior to any use of the Water Right at the Site. As such, the Parties agree to cooperate in filing and securing the approval of a temporary change application prior to the beginning of each term. The responsibility to apply for the temporary change applications, extensions, and renewals, and all costs and fees associated with filing and securing approval of the temporary change application, extensions, and renewals, shall be borne by Geofortis.

6. No Water Source: Geofortis understands that the District does not have any water source or water works near the Site, and hereby releases the District from any obligation to provide or develop a water source for the Water Rights. Geofortis will be responsible for permitting and installing its own well and facilities at the Site. Geofortis will own any well drilled or facilities constructed, and District shall have no rights in such well or facilities.

7. Assignment: This Agreement shall be binding upon the Parties and may not be assigned or otherwise transferred to another party without the prior express written consent of District, such consent not to be unreasonably withheld, conditioned, or delayed, and provided that an assignee agrees to be bound by all terms and accept all responsibilities under this Agreement.

8. Amendment: This Agreement may be amended only upon the mutual written consent of the Parties. Said amendments will only become effective when made in writing and signed by both Parties.

9. Entire Agreement: This Agreement constitutes the entire agreement between the Parties as of the Effective Date. This Agreement supersedes the prior agreement with the Effective Date of March 1, 2021.

10. Counterparts: This Agreement may be executed in multiple counterparts with each such counterpart being considered an original and integrated into this Agreement.

11. Limitation of Remedies. Geofortis's sole and exclusive remedy for any non-performance or breach of the City's express or implied covenants of this Agreement is declaratory relief construing this Agreement's rights and obligations and specific performance of this Agreement. Under no circumstances shall the City be liable to Geofortis or Geofortis' successors-in-interest for any monetary damages, including, but not limited to, costs, fees, special, general, direct,

indirect, delay, compensatory, expectancy, consequential, reliance, out-of-pocket, restitution, or other damages, except as otherwise expressly stated herein.

12. No Jury Trial. The Parties hereby irrevocably waive their right to a jury trial in any proceeding arising from the subject matter of this Agreement.

Dated and effective as of the Effective Date.

Tooele City Water Special Service District

Geofortis Utah Minerals LLC

By: Justin Brady
Its: Chair

By: _____
Its: _____

Attest:

Approved as to Form:

Michelle Y. Pitt, District Secretary

Roger Baker, District Attorney

TOOELE CITY CORPORATION

RESOLUTION 2022-16

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BROKEN ARROW INC., FOR THE DOW JAMES PRV AND METER VAULT PROJECT.

WHEREAS, Tooele City owns and operates a parks and recreation complex known as Dow James, named after two firefighters killed in the line of duty; and,

WHEREAS, Dow James needs upgraded water infrastructure, including a pressure reducing valve (PRV) and meter vault (collectively the "Project"); and,

WHEREAS, the City Administration has accepted bids for the Project in compliance with required city and state procurement procedures; and,

WHEREAS, Broken Arrow Inc. has submitted a cost proposal for the Project in the amount of forty-nine thousand three hundred fifty-two dollars (\$49,352), which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of four thousand dollars (\$4,000) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Broken Arrow, Inc., is hereby approved, in the amount of forty-nine thousand three hundred fifty-two dollars (\$49,352), for completion of the Project; and,
2. an additional four thousand dollars (\$4,000) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Broken Arrow Agreement

Exhibit B

Bid Tabulation

Dow James PRV & Meter Vault Project, Bid Results

CONTRACTOR	BID AMOUNT
VanCon Inc.	\$119,795.00
Broken Arrow	\$49,352.00

**POLICY STATEMENT:
ESTABLISHING PUBLIC INFRASTRUCTURE DISTRICTS**

Local and regional infrastructure needed in Tooele City’s industrial, commercial, and mixed-use development areas and in redevelopment areas require that a broad range of tools be available to finance infrastructure. This policy statement addresses the criteria under which Tooele City (the “City”) will consider applications for proposed Public Infrastructure Districts (a “District”). Compliance with these criteria shall not obligate the City to approve formation of a District. The Governing Document will be subject to approval by the City in both form and substance. The criteria are intended to serve as guidelines for the review of letters of intent and Governing Documents.

The policy statement has three sections:

- 1. Process for applying including fees charged**
- 2. The City’s decision-making criteria**
- 3. Governing Document requirements**

I. Process and Fees

Any proposed Public Infrastructure District will be considered in relation to the best interests of the City. Such interests include using the most appropriate financing mechanism for the type and magnitude of the improvements to be financed and appropriate governance mechanism. If through the review process, a Public Infrastructure District is determined by Tooele City to be the most appropriate mechanism, the process, the criteria, and requirements provided herein will apply, unless otherwise waived by the City.

The City will not consider creation of any Public Infrastructure District for residential only development if such Public Infrastructure District proposes to impose ongoing property taxes as the repayment source for District debt.

A. Petition and Letter of intent to form a Public Infrastructure District

The applicant shall submit (1) a petition meeting the requirements outlined in Utah Code Title17B, Chapter 1, Part 2 as modified by 17D-4-201 and (2) a letter of intent containing the following information in summary form. The petition and letter will be used by staff to make a preliminary determination about the appropriateness of a District and must be submitted prior to submittal of a draft Governing Document. A positive staff response to the Letter of Intent does not assure approval of the Governing Document. The petition shall also be submitted concurrently with the City Recorder for certification.

Letter of Intent contents:

1. Description of District (or Districts) area including size, location, area context (significant natural and man-made features, major public improvements, adjacent development), development history, and proposed development;
2. Summary and costs of infrastructure, services and facilities:

- a. Currently expected development scenario with and without the proposed District;
 - b. Required local and regional infrastructure and facilities for such development;
 - c. Regional and local infrastructure the proposed District is to provide;
 - d. Other unique enhancements that benefit both the District and the City as a whole
 - e. Estimated construction costs for the proposed District improvements;
 - f. General description of phasing of construction based on development projections; and
3. Provide the following financial plan information:
- a. Proforma financial overview of total costs and total revenues from all revenue sources (recognizing that a residential District may not impose ongoing property taxes);
 - b. An example plan of finance showing a proposal of how the proposed financing might take place;
 - c. Anticipated maximum or fixed maximum mill levy required to meet debt service of the District;
 - d. Analysis of proposed mill levies in light of outstanding debt and mill levies of other taxing entities affecting the area;
 - e. Comparison of the mill levies of similar taxing entities in the area;
 - f. Proposed operating budgets for the District's first three years of existence;
 - g. A plan of ownership and/or maintenance of proposed District improvements
 - h. Any other forms of public financing and assistance being sought, including assessment areas; and
4. Proposed timeline for District creation.
5. Acknowledgement that a consent must be signed prior to the hearing date for the governing document by all property owners and registered voters, if any, within the proposed District boundaries approving of the creation of the proposed District and consenting to the issuance of debt in an amount sufficient for the proposed plan of financing.
6. Disclosure of any business relationships and conflicts of interest between the applicant and the officers and employees of the City.
- B. Copies of signed engagement letters between the applicant and applicable consultants and legal counsel retained by the City and/or the proposed District whereby applicant agrees to pay fees related to the review of the application and governing document Review Process

1. The District Advisory Committee (“DAC”) is a City committee that advises the Mayor, City Council and other policy-makers about district issues. The DAC includes representatives of the departments of Economic Development, Community Development, Law, Finance, Public Works, as well as other agencies and departments, as needed.

The DAC will review the petition and letter of intent utilizing these public benefit criteria and evaluation criteria to determine whether or not to direct the applicant to proceed with preparation of a draft Governing Document for submittal. Conceptual approval does not assure approval of the governing document.

C. Governing Document

1. If the concept for the District as contained in the letter of intent is approved by the DAC, the applicant shall submit a draft Governing Document to the City’s Department of Economic Development. Unless the City approves otherwise in advance, such Governing Document shall be initiated from the Model Governing Document on file with the City. The applicant’s draft shall include a clean draft and a redline showing all changes from the Model Governing Document.
2. The draft Governing Document will be reviewed by the DAC for compliance with the criteria and requirements contained herein. The DAC will discuss with appropriate policy-makers issues that arise during this drafting period to have such issues resolved.
3. The final Governing Document will be forwarded to City Council for action by Resolution.

D. Fees

No request to create a Public Infrastructure District shall proceed until the fees set forth herein are paid. All checks are to be made payable to _____ and sent to the _____ Office.

1. Letter of Intent: A Letter of Intent is to be submitted to the City [Economic Development] Office and a fee (as listed in the City’s Fee Schedule) shall be paid at the time of submittal of the Letter to cover the cost of staff review.
2. If the applicant proceeds to the submittal of a Governing Document an application fee (as listed in the City’s Fee Schedule) shall be submitted concurrent with the draft Governing Document
3. Other Expenses: In the event the costs of review exceed the application fee, the applicant for a District shall pay all reasonable consultant, legal, and other fees and expenses incurred by the City in the process of reviewing the application, including the draft Governing Document, prior to adoption, documents related to a bond issue and other such fees and expenses as may be necessary to interface with such District. All such fees and expenses shall be paid within 30 days of receipt of an invoice for these additional fees and expenses. Failure to pay these fees and costs shall be cause to suspend the City’s review and consideration of the application.

4. In the event the applicant proposes to create more than one Public Infrastructure District with respect to the same project, the City may modify the above fees to account for overlapping work in the review and creation of such Districts.

II. Criteria for Evaluating Proposed Public Infrastructure Districts

A. Public Benefit

Formation of a District bestows certain benefits on the District's proponents and is expected to provide public benefit consistent with the City's policy goals. Components of public benefit to be considered may include:

1. Resulting development that furthers the goals and objectives of the City's Comprehensive General Plan and all applicable elements and supplements;
2. Provision of and/or contribution to needed regional and sub-regional infrastructure, including establishing, looping, expanding, connecting, and integrating critical infrastructure systems;
3. Economic development and job creation and diversification, which may include but are not limited to wage, salary, benefits, and employee quality-of-life considerations;
4. Sustainable design including multimodal transportation, water conserving landscape design, thoughtful development phasing, green and energy efficient building design, and formation of and participation in transportation management programs;
5. Mixed-use development that includes a variety of housing types and prices—including housing affordable to persons with 80% or less AMI—a range of employment opportunities, retail and consumer services, and civic amenities;
6. Contribution to and diversification of commercial/industrial property tax base;
7. Contribution to and diversification of sales tax revenue generation;
8. Preservation and improvement of natural and new green spaces and recreation areas;
9. Company equal opportunity, diversity, and inclusivity planning and initiatives;
10. Company culture of community involvement; and
11. High quality site and building design, including street connectivity, multimodal street design, durable construction materials, pedestrian-friendly building design, and upgraded architectural design and building materials,.

B. Evaluation Criteria

These criteria provide thresholds for consideration. Compliance with some or all of these criteria is desired; however, alternative approaches may be considered. Compliance with Utah Code Title 17D Chapter 4 (Public Infrastructure District Act) is required.

1. Districts should not include land that is already included within the boundaries of another public infrastructure district without express provision in an adopted Governing Document. In such cases, the relationship with the existing or proposed districts must be addressed in

the Governing Document, including any inclusion area concept and how ultimate district boundaries will be determined.

2. There must be a demonstrated public benefit directly resulting from the creation of the District and its undertakings as described in the Governing Document.
3. A justification of need above that of available conventional infrastructure financing.
4. A demonstration that a public infrastructure district assessments will not create a risk of unduly overtaxing properties to the extent of undermining their value, marketability, and liquidity.

C. Evaluation of Applicant

The following criteria relating to the applicant and the development will be considered:

1. Historical performance of the applicant (within and outside of the City);
2. The current proposed plan of finance of the District;
3. The current development plans relationship to the City General Plan, including the Land Use Plan and other elements and supplements; and
4. The regional or overall benefits to the City from the proposed plan of finance.

III. Governing Document Requirements

In addition to statutory requirements, a Governing Document memorializes the understandings between the District and the City, as well as the considerations that persuaded the City to authorize the formation of the District. The Governing Document for the proposed District shall contain and will be reviewed for compliance with the following policies and requirements.

A. District Description

1. Description of District area including size, location, area context, and proposed development scenario;
2. Description of the public benefit resulting from the creation of the District and its undertakings;
3. Description of proposed development within the boundaries of the proposed District;
4. If the District boundaries overlap with another district, an explanation of the relationship between the districts and outline of any plans to utilize an inclusion area or multi-district structuring;
5. Description of needed infrastructure (both regional and local) and facilities in the District's area;

6. Estimated construction costs of such infrastructure;
7. General description of phasing of construction based on development projections and phasing;
8. Description of the ultimate ownership and provision for the ongoing operating and maintenance costs for infrastructure.
9. Description of any proposed divisions and an inclusion/exclusion process as appropriate.
10. Proposed governance plan, including Board structure and to transition from appointed Board to elected Board.

B. Requirements and Expectations

1. The planned ownership of the Improvements, including any relationship with an existing municipality or statutory district must be addressed in the Governing Document.
2. All debt issued by the District for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.
3. Land, easements, or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to the City.
4. All public infrastructure within the District which will be connected to and owned by another public entity shall be subject to all design and inspection requirements and other standards of such public entity.
5. The District shall not pledge as security any land, assets or funds to be transferred to the City.
6. The District shall be subject to City zoning, subdivision, building codes, and all other applicable City ordinances and regulations. Approval of the Governing Document shall not bind the City to approve other matters which the District or developer may request.
7. The District shall pay all fees and expenses as provided in the Governing Document.
8. The District may not double tax, whether by mill levy, assessment, impact fees, or any combination thereof; any end user for the costs of Improvements.

C. Disclosure and Reporting Requirements

Disclosure of the existence of the District to property owners and potential property owners within the District is important and the following actions to be taken by each District shall be included in the Governing Document.

1. Within 30 days after the formation of the District, the Board shall record a notice with the county recorder:

- a. Containing a description of the boundaries of the District and inclusion area as applicable;
 - b. Stating that a copy of the Governing Document is on file at the office of the City;
 - c. Stating that the District may finance and repay infrastructure and other improvements through the levy of a property tax;
 - d. Stating the maximum rate that the District may levy; and
 - e. If applicable, stating that the debt may convert to general obligation debt of District taxpayers, and outlining the provisions relating to conversion.
2. Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, shall be required to disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:
- a. All of the information required under (1)(b) above;
 - b. A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under the maximum property tax rate of the District, a primary residence valued at \$[insert average anticipated residential property value] would have an **additional annual property tax of \$_____** for the duration of the District’s Bonds. A business property valued at \$[insert average anticipated commercial property value] would have an **additional annual property tax of \$_____** for the duration of the District’s Bonds.”
 - c. Such disclosures shall be contained on a separate colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.
3. At least annually following the formation of the District, the District shall notify (by mail, e-mail, or posting to the District’s website) property owners in the District of the existence of the District and of the next scheduled meeting of the Board of the District. Such meeting shall occur at least 30 days and not more than 60 days following the date of the notice. Such notification shall include names and addresses of the Board of Directors and officers, the address, telephone and fax numbers, and e-mail address of the District, and shall include reference to the existence of a District file maintained by the City as described below.
4. The District shall provide the following information to the City Mayor’s Office on an annual basis, and the District shall create and maintain a file for public review of the following information.
- a. Annual District budget;
 - b. Annual financial statements of the District, audited if required by Statute or bond covenant;
 - c. Total debt authorized and total debt issued and presently planned debt issuances;

- d. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
- e. A copy of the language required to be disclosed (2)(b) above;
- f. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
- g. List of current interlocal agreements, if changed (to be delivered to the City upon request);
- h. List of all current contracts for services or construction (to be delivered to the City upon request);
- i. Official statements of current outstanding bonded indebtedness, if not previously received by the City; and
- j. District Office contact information.

IV. Submittal Instructions

Required Documents: Submit one copy of each of the Letter of Intent, Petition, and Governing Document (if requested by the DAC), to:

Tooele City
Department of Economic Development
90 North Main Street
Tooele, UT 84074

With a Copy to: Submit a copy of the Letter of Intent and Petition to:

Tooele City
City Recorder
90 North Main Street
Tooele, UT 84074

V. Policy Amendments

This Policy Document may be amended at any time by majority vote of the City Council.

CHAPTER 24. ANNEXED AREAS

7-24-1. Procedure for annexation.

7-24-2. Initial zoning classifications.

7-24-3. Annexation Agreement~~Transfer of Water Shares.~~

7-24-1. Procedure for annexation.

(1) Whenever a majority of the real property owners and not less than one third (1/3) of the real property owners as determined by the value of all of the ~~parcels of real property tracts~~ taken together in the contiguous area ~~proposed for annexation to be annexed~~, according to the last assessment rolls, desire to have Tooele City annex ~~the property the particular area~~ to Tooele City, they shall proceed as follows:

(a) Prepare a written petition signed by the ~~above-referenced property owners, said majority, and by one third (1/3) of the real property owners by value, as determined by the last assessment rolls, of the real property to be annexed~~, which petition shall be directed to the Community Development Department, together with a completed City annexation application form and payment of the application fee. ~~Tooele City Planning and Zoning Board and the Tooele City Council, and shall petition said Board and Council for the annexation of~~ The petition shall include the legal description of the land area proposed for annexation, ~~a particular contiguous area to Tooele City, and shall set forth the legal description of the entire tract to be annexed and~~ shall otherwise comply with the requirements of U.C.A. Chapter 10-2 Part 4.

(b) ~~In addition, said property owners shall Submit cause an accurate plat of the land area proposed for annexation. such territory to be prepared under the supervision of the Tooele City Engineer or by a surveyor licensed by the State of Utah setting forth the metes and bounds description of the territory to be annexed and designating both limits to which it is contiguous. Said~~ The plat shall also include areas for the signatures of , in the margin, a proper certification with date, signature and seal by the Engineer or surveyor preparing the same, an Approval for Execution by the Planning Commission members, and Zoning Board of Tooele City including the date of recommendation, execution and lines for the signatures of each member approving the same, an Approval for Execution by the members of the City Council members, approving the plat, including the date of approval, and a signature line for each member executing the same, a marginal box for execution by the City Attorney approving the plat as to form, a marginal box for the Tooele City Recorder for ~~s~~ plat certification, and the County Recorder for recordation. The plat shall conform to the requirements of U.C.A. Section 17-23-20, as amended, regarding final local entity plats. ~~that the same was filed with the City Recorder's Office and indicating the day and time of said filing as well as a~~

~~separate certification by the City Recorder that said plat and Ordinance Number was approved by the City Council including the date of approval and certification by the City Council. In addition, a marginal box shall be provided for the County Recorder's documentation as to the book, page, date and time of recordation as well as the signature and seal of the County Recorder. There shall be no other marginal notations upon the plat.~~

(c) After the signed petition and the plat have been submitted, ~~has been prepared as set forth in Section 1(b) hereof and the petition has been executed by each real property owner signing the same, their signatures having been acknowledged by a Notary Public, said the~~ petition and plat shall be presented to the City Attorney for ~~his or her approval~~ review as to form, and to the City Recorder for certification.

(d) Following City Attorney review and City Recorder certification, the petition and plat shall be presented to the City Council, which shall approve or reject a resolution to accept the petition for further consideration.

(e) Following acceptance by resolution of the petition for further consideration, and prior to Planning Commission review and recommendation, the petitioners shall provide at their expense the following detailed studies, among others, for consideration by the City as to the impacts of the proposed annexation upon the City:

(i) culinary water system, including source, storage, transmission, distribution, treatment, and water rights;

(ii) sanitary water system, including collection and treatment;

(iii) storm water retention, detention, and drainage;

(iv) parks and recreation;

(v) police response;

(vi) fire response;

(vii) fiscal and tax;

(viii) others as determined by the City Council.

(f) Following approval of a resolution to the accept the petition for further consideration, ~~Subsequent to the approval of the City Attorney as to the form of the plat, said the~~ petition and plat, together with the above-required studies, shall be presented to the ~~Tooele City Planning Commission for recommendation and Zoning Board at either a general or special meeting, attended by a quorum or majority of said Board for approval of said body.~~

(e) After review and recommendation ~~Upon approval of a petition by the Planning Commission, and Zoning Board and the execution of Approval upon the plat by signatures of a majority of the members of said Board voting therefor, the~~ plat and petition, together with the above-required studies, shall be filed with the City Recorder who shall present the

~~same presented to the Tooele City Council to study at one or more work meetings and for final action at a business meeting, after public hearing, the next regular meeting thereof, for the approval by the City Council.~~

~~(f) The petition and annexation may be approved by ordinance upon the vote of four-fifths (4/5) if two thirds (2/3) of all of the members of the City Council, which approving members shall vote at a regular meeting of said Council for the annexation as petitioned, they shall so declare said annexation by Ordinance passed by said two thirds (2/3) of all members of the Council. Those members declaring the annexation by Ordinance shall execute their approval by signature upon the plat in the place provided.~~

~~(g) Subsequent to the approval by the City Council, the City Recorder shall cause said plat and the Ordinance to be certified as to their authenticity indicating the day of approval by a two thirds (2/3) majority of the council and shall cause the same to be recorded in the office of the Tooele County Recorder. submit the plat and Ordinance to the Utah Lt. Governor as required by U.C.A. 10-2-25, as amended. (Ord. 84-01, 01-04-84; Ord. 75-12, 05-12-75)~~

~~Declaration. (Ord. 98-31, 08-18-98); (Ord. 96-22, 11-6-96); (Ord. 95-20, 12-15-95)~~

7-24-2. Initial zoning classifications.

~~All newland areas annexed to Tooele City as provided above shall receive the zoning classification be classified as the the City Council shall ordain identifies in the Ordinance of annexation. No portion of the annexed land said territory shall be granted a variance or be re-classified to another zoning designation without following the procedure provided by the Utah Code and the Tooele City Code for such variances or zoning reclassifications being adhered to. (Ord. 84-01, 01-04-84; Ord. 75-12, 05-12-75)~~

7-24-3. Annexation Agreements

~~(1) Annexation approval is conditioned upon all annexation petitioners executing an Annexation Agreement with the City. The Agreement shall provide, among other things, for the transfer of water rights to the City in compliance with Chapter 26 of this Title. Approval of the annexation by ordinance shall occur only following approval of the Agreement by resolution. Execution of the Agreement by the petitioners shall occur prior to a City Council execution of the annexation plat vote on the proposed annexation. Refusal by one or more of the petitioners to execute the Agreement shall be grounds for rescinding the Council's annexation approval refusing to and for not submitting the plat and ordinance to the Lt. Governor annex the land subject to the petition.~~

~~(2) The City Recorder shall cause the Agreement to be recorded with the Tooele County Recorder. as an encumbrance upon the title to the annexed property. A copy of the executed Agreement shall be attached to the Annexation Individual Policy Declaration approved by the City Council, and shall be recorded with the Policy~~

CHAPTER 14. NO-FAULT UTILITIES ASSISTANCE CLAIMS

8-14-1. Short title.

8-14-2. Purpose.

8-14-3. Definitions.

8-14-4. Administration and establishment of regulations.

8-14-5. Reimbursement ~~Application=Claims~~ - Time limitations.

8-14-6. ~~ApplicationsClaims~~ - Investigation and recommendation.

8-14-7. Criteria for payment.

8-14-8. Maximum payments.

8-14-9. Payment does not imply liability - Release Required.

8-14-10. Annual budget expenditures.

8-14-11. ~~Applications Claims~~ from other governmental agencies.

8-14-1. Short title.

The ordinance codified in this Chapter shall be known as the "No-fault Utilities ~~Claims~~ Assistance Ordinance." (Ord. 1988-34, 01-04-1989)

8-14-2. Purpose.

It is the purpose of this Chapter to ~~provide financial assistance compensate persons~~ for losses sustained as the result of a break or backup in a city-owned and maintained watermain or sewer line, regardless of fault on the part of the City, within the restrictions, limitations, and other provisions of this Chapter.

(Ord. 2007-08, 04-18-2007) (Ord. 1988-34, 01-04-1989)

8-14-3. Definitions.

~~Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Chapter, shall have these meanings hereinafter designated:~~

~~(1) "City" means Tooele City Corporation, a political subdivision of the state of Utah.~~

~~(2) "City Attorney" means the City Attorney or his/her designee. (3) "Incident" means an event of break or backup in a city-owned and maintained watermain or sewer line resulting in damages and loss to:~~

~~(13) "Person or Applicant" means any an owner or lessee of a building, individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, or any other legal entity (except the United States Government or any of its agencies, or the state of Utah and any of its political subdivisions) or their legal representatives, authorized agents, or assigns.~~

(2) "Incident" means an event of malfunction, break, or backup in a city-owned and maintained watermain or sewer line resulting in damage and loss to a building or its contents.

(3) "Lessee" means the tenants, collectively, occupying a building under a written lease agreement between the owner and the tenants.

(4) "Owner" means the owners, collectively, of a building.

~~(4) "Political subdivision" means any political subdivision of the state of Utah, including state departments and agencies, cities, towns, counties, and school districts.~~

(Ord. 2007-08, 04-18-2007) (Ord. 1988-34, 01-04-1989)

8-14-4. Administration and establishment of regulations.

The Mayor may establish regulations sufficient to provide for the handling of ~~applications such claims~~ and disbursement of those funds which are set aside for payment ~~of claims~~ under this Chapter.

(Ord. 2007-08, 04-18-2007) (Ord. 1988-34, 01-04-1989)

8-14-5. Reimbursement - ~~Claim~~Applications -Time limitations.

All ~~claim~~applications for assistance ~~reimbursement~~ under this Chapter must be on a City-approved application form ~~comply with the Governmental Immunity Act of Utah, Utah Code Annotated §63-30d-101 et seq., as amended,~~ and be submitted to the City Recorder within thirty (30) days after the incident giving rise to the loss occurs.

(Ord. 2007-08, 04-18-2007) (Ord. 1988-34, 01-04-1989)

8-14-6. ~~Claim~~Applications - Investigation and recommendation.

~~Claim~~Applications received by the City Recorder shall be referred to the Department of Public Works for investigation and recommendation. The Department's report shall be forwarded to the City Attorney's Office for determination under the criteria of this Chapter. All payments authorized by the City Attorney shall be made by the Director of the Department of Public Works.

(Ord. 2007-08, 04-18-2007) (Ord. 1988-34, 01-04-1989)

8-14-7. Criteria for payment.

(1) The determination as to whether to make payment ~~onf an claim~~application submitted pursuant to this Chapter shall be based on the following ~~eligibility~~ criteria:

(a) Whether an ~~eligible claimant~~applicant suffered an otherwise uninsured property loss, caused by an incident ~~breach or backup of a City-owned water main or sewer line,~~ under circumstances where the ~~claimant~~applicant acted responsibly and reasonably to avoid the loss; and,

(b) ~~If so, w~~Whether the extent of the loss has been adequately substantiated.

(2) The following shall result in the denial of ~~a claim~~an application:

(a) ~~Claim~~Application not timely submitted;

(b) Loss fully covered by private insurance;

(c) ~~Claimant~~Applicant ineligible under the terms of this Chapter;

(d) Loss caused by an irresponsible or ~~unreasonable~~ act of the ~~claimant~~applicant,

~~claimant~~applicant's agent, or member of ~~claimant~~applicant's business or household; or,

(e) Loss or eligibility ~~insufficiently~~ unsubstantiated.

(3) The following shall result in reduction of payment:

(a) Loss partially covered by private insurance;

(b) Loss exceeds funding limits of this Chapter;

(c) Verification of loss inadequate or incomplete; or

(d) ~~Claimant~~Applicant did not cause the problem but failed to act responsibly and reasonably to minimize the loss.

(4) ~~Dwellings. Only one owner and one lessee of as primary residential building may apply for assistance related to an incident.~~

(4) ~~Non-residential Buildings. Only one owner of a non-residential building may apply for assistance related to an incident. Only one lessee per business premises in a non-residential building may apply for assistance related to an incident.~~

(Ord. 2007-08, 04-18-2007) (Ord. 1988-34, 01-04-1989)

8-14-8. Maximum payments.

(1) Payments under this Chapter shall not exceed \$10,000 per ~~incident~~claim.

(2) For budgeting purposes, payments under this Chapter shall not exceed \$100,000 per fiscal year. However, the City Council may, in its sole discretion and without amendment to this Section, budget additional funds in any given fiscal year ~~by Resolution.~~

(Ord. 2007-08, 04-18-2007) (Ord. 1988-34, 01-04-1989)

8-14-9. Payment does not imply liability- Release required.

(1) Any payment of ~~a~~claim~~assistance made~~ under this Chapter shall not be construed as an admission of, nor does it imply, any negligence or responsibility on the part of the City. Any payment made under this Chapter is strictly voluntary on the part of the City.

(2) This Chapter shall not in any way supersede, change, ~~waive~~, or abrogate the Government Immunity Act of Utah, and its application to the City, or establish in any person a right to sue the City ~~under this Chapter.~~

(3) ~~An application for assistance under this Chapter is not a claim against the City and does not satisfy the Notice of Claim requirements of the Governmental Immunity Act.~~

(4~~3~~) Any payment of ~~a~~claim~~assistance made~~ under this Chapter and accepted by the ~~claimant~~applicant shall constitute a full and complete release of any and all claims against the City, its officers, employees, and agents for any damage or loss arising from the incident.

(5~~4~~) Any payment of ~~a~~claim~~assistance made~~ under this Chapter shall be expressly conditioned upon the City first receiving a written release of liability, signed and notarized by the ~~claimant~~applicant, in a form acceptable to the City Attorney.

(Ord. 2007-08, 04-18-2007) (Ord. 1988-34, 01-04-1989)

8-14-10. Annual budget expenditures.

The Department of Public Works is authorized to provide for and include within its budget a fund from which payment of ~~claims~~assistance may be made pursuant to this Chapter.

(Ord. 2007-08, 04-18-2007) (Ord. 1988-34, 01-04-1989)

8-14-11. Claims from other governmental agencies.

Notwithstanding any other provisions of this Chapter, no ~~application~~ claim shall be accepted from, and no ~~assistance shall be paid to~~, the United States or any of its departments or agencies, or from the state of Utah or any of its political subdivisions, ~~under this Chapter.~~

(Ord. 2007-08, 04-18-2007) (Ord. 1988-34, 01-04-1989)