

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, March 16, 2022, at the hour of 7:00 p.m. The meeting will be held at the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah.

We encourage you to join the City Council meeting electronically by logging on to the Tooele City Facebook page at <https://www.facebook.com/tooelecity>. If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecity.org anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.

1. Pledge of Allegiance

2. Roll Call

3. Mayor's Youth Recognition Awards

Presented by Debbie Winn, Mayor & Stacy Smart, Communities That Care Supervisor

4. Public Comment Period

5. Resolution 2022-18 A Resolution of the Tooele City Council Reappointing Jed Winder to the Administrative Control Board of the North Tooele City Special Service District

Presented by Justin Brady, City Council Chair

6. Resolution 2022-19 A Resolution of the Tooele City Council Approving an Agreement with Whitaker Construction for the Installation of Disc Filters at the Tooele City Water Reclamation Facility

Presented by Jamie Grandpre, Public Works Director

7. Resolution 2022-20 A Resolution of the Tooele City Council Adopting a Public Infrastructure District Policy

Presented by Jared Stewart, Economic Development Director

8. Ordinance 2022-09 An Ordinance of Tooele City Amending Tooele City Code Chapter 8-14 Regarding the No-Fault Utilities Assistance Program

Presented by Roger Baker, City Attorney

9. Minutes

~ Wednesday, March 2, 2022 City Council Work, RDA, & Business Meetings

10. Invoices

11. 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 michellep@tooelecity.org, Prior to the Meeting.

TOOELE CITY CORPORATION

RESOLUTION 2022-18

A RESOLUTION OF THE TOOELE CITY COUNCIL REAPPOINTING JED WINDER TO THE ADMINISTRATIVE CONTROL BOARD OF THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT.

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

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

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

WHEREAS, Jed Winder’s term expired December 31, 2021, and the Board and the City Council desire his reappointment:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Jed Winder is hereby reappointed to serve as a member of the Administrative Control Board of the North Tooele City Special Service District, effective January 01, 2022, for a term ending December 31, 2025, as further indicated below:

Name	Term of Service	Original Appointment
Jed Winder	01-01-22 to 12-31-25	since 03-19-08
Jeff Hammer	01-01-21 to 12-31-24	since 01-18-17
Katrina Call	01-01-21 to 12-31-24	since 06-30-17
Amanda Graf	03-20-19 to 12-31-22	since 03-20-19
Brian Roth	11-04-20 to 12-31-24	since 11-04-20

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

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

TOOELE CITY CORPORATION

RESOLUTION 2022-19

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH WHITAKER CONSTRUCTION FOR THE INSTALLATION OF DISC FILTERS AT THE TOOELE CITY WATER RECLAMATION FACILITY.

WHEREAS, Tooele City owns and operates a water reclamation facility (“Facility”) for treatment of sewage and the production of reusable solids and irrigation water; and,

WHEREAS, the Facility has been in operation since about 2000 and is in need of repairs and upgrades, including installation of new disc filters (“Project”); and,

WHEREAS, on January 6, 2021, the City Council approved Resolution 2021-04, retaining Aqua Engineering for Facility repair and upgrade engineering design services; and,

WHEREAS, Aqua, on behalf of the City, solicited public bids for the Project in accordance with the City’s procurement policies and procedures, as well as the procedures and requirements of UCA §11-39-101 *et seq.*; and,

WHEREAS, Whitaker Construction was the lowest responsible responsive bidder, with a total cost proposal of \$490,137.00 (see the Bid Tabulation attached as Exhibit A), and, based on Aqua’s experience with Whitaker and knowledge of Whitaker’s capabilities, Aqua recommends that Whitaker be awarded the contract for the Project; and,

WHEREAS, the City Administration requests an additional 10% 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 the City Council hereby approves an agreement (attached as Exhibit B) with Whitaker Construction, in the amount of \$490,137.00 for installation of disc filters at the Facility, and an additional 10% 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

Bid Tabulation

Item #	Nelson Bros	Van Con	Whitaker	Corrio
1	70,094.00	90,000.00	41,700.00	34,798.00
2	524,684.00	495,000.00	408,000.00	747,623.00
3	27,937.00	27,937.00	27,937.00	27,937.00
4	7,960.00	9,000.00	12,500.00	9,280.00
Total	630,675.00	621,937.00	490,137.00	819,638.00

Exhibit B

Agreement: Whitaker Construction

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Tooele City (“Owner”) and
Whitaker Construction Company (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Installation of new natural gas radiant heaters and new natural gas piping (including upgrade to existing site gas service); modifications to existing wet sludge conveyor, including new trough, auger, slide gate, actuator, supports and motor.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by *Aqua Engineering*.

3.02 The Owner has retained *Aqua Engineering* (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work can be completed within **365** days after the date when the Contract is signed, however, the Work shall be substantially completed within **180** days after the date when the NTP is signed by both the Contractor and the Owner, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **200** days after the date.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner five hundred dollars (\$500.00) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner five hundred dollars (\$500.00) for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during

performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 2. All amounts thus retained shall be placed in a separate interest-bearing account by the Owner and paid to the Contractor upon final completion, as required by Utah Code 13-8-5.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of eight percent (8%) per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all design drawings, technical specifications, and information provided regarding existing and proposed facilities and improvements.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Bid Form (Section 00410)
 - 3. Bidder's Qualification Statement (Section 00451).
 - 4. Performance bond (pages 1 to 3, inclusive).
 - 5. Payment bond (pages 1 to 3, inclusive).
 - 6. General Conditions (pages 1 to , inclusive).
 - 7. Supplementary Conditions (pages 1 to , inclusive).
 - 8. Specifications (aka Volume 2 of the bid package) as listed in the table of contents of the Project Manual.
 - 9. Design Drawings (aka Volume 3 of the bid package) not attached but incorporated by reference) as listed in the design drawing index provided with the bid package and as modified via addenda.
 - 10. Addenda (numbers 1 to , inclusive).

11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages █ to █, inclusive).
 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

TOOELE CITY CORPORATION

RESOLUTION 2022-20

A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING A PUBLIC INFRASTRUCTURE DISTRICT POLICY.

WHEREAS, the Utah Code offers a number of legal mechanisms for the financing of public infrastructure systems, including local districts, special assessment areas (formerly special improvement districts), and tax revenue bonds, with the newest being the public infrastructure district (“PID”); and,

WHEREAS, PIDs are governed by the Public Infrastructure District Act, codified in Utah Code Chapter 17D-4; and,

WHEREAS, PIDs allow for imposition of tax assessments on properties within the PID, which assessments are acceptable as security for bond indebtedness; and,

WHEREAS, the creation of a PID requires the consent and action of the municipality in which the PID exists, but neither the tax assessments nor the bond indebtedness are connected to or have a bearing or effect upon municipal budgets, finances, credit ratings, or debt capacity (see UCA 17D-4-201(6)); and,

WHEREAS, prior to the creation of a PID, the municipality is authorized to establish criteria in determining whether to create a PID, which criteria are identified in a PID Policy adopted by the municipal legislative body, or City Council (see UCA 17D-4-201(7)); and,

WHEREAS, the PID Policy may identify the intent of the City Council in whether and when to consider the creation of a PID; and,

WHEREAS, attached to this Resolution as Exhibit A is the proposed draft PID Policy prepared by the City Administration, members of the City Council, and outside legal counsel with experience in PIDs and PID policies; and,

WHEREAS, in general, the City Administration recommends that PIDs may have useful application in Tooele City in large new commercial and industrial areas, with less application, if any, in residential areas; and,

WHEREAS, irrespective of the contents of the PID Policy and the merits of a PID petition, the City Council retains sole discretion in the creation of a PID and in the acceptance or rejection of a PID petition, and Tooele City bears no liability for the rejection of a PID petition (see UCA 17D-4-201(8)); and,

WHEREAS, once created, a PID is governed by a Governing Document consistent with the Act (see UCA 17D-4-202):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the Public Infrastructure District (PID) Policy attached to this Resolution as Exhibit A is hereby adopted, consistent with the provisions of the Public Infrastructure District Act codified in Utah Code Chapter 17D-4.

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

Public Infrastructure District Policy

**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 the 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 exclusively residential development if such 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.
7. 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.

B. 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 Tooele City and sent to the Economic Development 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. Resultant 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 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 shall be taken by each District and 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 Economic Development 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.

TOOELE CITY CORPORATION

ORDINANCE 2022-09

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 8-14 REGARDING THE NO-FAULT UTILITIES ASSISTANCE PROGRAM.

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah's charter cities, including Tooele City, "the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law"; and,

WHEREAS, Utah Code Section 10-8-84 enables Tooele City to "pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city"; and,

WHEREAS, on occasion, despite City prevention efforts, main line sewer pipes can become obstructed sufficiently to cause sewer backups into homes and businesses, with resultant damage to premises and property; and,

WHEREAS, because the City did not cause or create the obstructions or backups, and because the City did not know of the obstructions until after the backups occurred, the City did not breach its duties and was not negligence, and therefore the City cannot pay fault-based negligence claims; and,

WHEREAS, the City Council has recognized the hardships upon residents and businesses of these no-fault incidents, and has enacted a program to assist them with remediation, repair, and replacement costs (see Tooele City Code Chapter 8-14); and,

WHEREAS, Chapter 8-14 also provides financial assistance, irrespective of fault or negligence, to persons suffering damage from a break in a City main line water pipe; and,

WHEREAS, the Utah Governmental Immunity Act requires claimants alleging fault and negligence to file with Tooele City a Notice of Claim following the Act's specific requirements prior to bringing suit against the City for negligence; and,

WHEREAS, for reasons related to the Act's Notice of Claim provisions, the City desires to clarify the distinction between fault-based and negligence-based claims, and no-fault utilities "claims" (as the latter are currently known), because no-fault utilities "claims" are not true claims under the Act, and do not satisfy the Act's Notice of Claim requirements, but instead are more in the nature of applications for City assistance; and,

WHEREAS, the City is insured by the Utah Local Governments Trust, which defends the City against all Notices of Claim made against the City, and the Trust has advised the City to clarify the City Code regarding the nature of no-fault utility “claims” to clarify that they are not true claims under the Act, and the City Attorney’s Office concurs with this risk management advice; and,

WHEREAS, the City Administration recommends no-fault utility “claims” be recharacterized as applications for no-fault utility assistance, and further recommends that Chapter 8-14 be amended consistent with that recharacterization, as shown in Exhibit A; and,

WHEREAS, following approval of this Ordinance, the City Attorney’s Office will revise the no-fault utility assistance instructions form and application form consistent with this Ordinance and the amended Chapter 8-14; and,

WHEREAS, this Ordinance and the City Code amendments it proposes are in the best interest of Tooele City inasmuch as they allow financial assistance to residents and business who have suffered a sewer backup, while also appropriately managing the City’s risk:

NOW, THEREFORE, BE IT ORDAINED BY TOOEELE CITY that Tooele City Code Chapter 8-14 is hereby amended, as shown in Exhibit A.

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

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

Exhibit A

Tooele City Code Chapter 8-14

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.~~

(5) ~~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)

Tooele City Council and TCWSSD Work Meeting Minutes

Date: Wednesday, March 2, 2022

Time: 5:30 p.m.

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

City Council Members Present:

Ed Hansen

Justin Brady

Maresa Manzione

Tony Graf

David McCall

Planning Commission Members Present:

Chris Sloan

Melanie Hammer

City Employees Present:

Mayor Debbie Winn

Jim Bolser, Community Development Director

Adrian Day, Police Department Chief

Darwin Cook, Parks and Recreation Director

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Michelle Pitt, City Recorder

Jared Stewart, Economic Development Coordinator

Minutes prepared by Katherin Yei

1. Open City Council Meeting

Chairman Brady called the meeting to order at 5:30 p.m.

2. Roll Call

Tony Graf, Present

Ed Hansen, Present

Justin Brady, Present

Maresa Manzione, Present

David McCall, Present

3. Mayor's Report

Mayor Winn presented information on the following:

Monday with the Mayor will be a new program that allows the City to keep the residents informed and speak up with their concerns. Mayor Winn will invite one or two of the Council Members to join her for this new program.

The Broadway Hotel is being cleaned up.

4. Council Member's Report

The Council Members reported on the events they attended during the week.

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

Mr. Baker presented information on the Tooele City Water Special Service District. The City has an approved agreement with GeoFortis to lease a small amount of water rights that Tooele City owns near Mercur. The State division of water rights declined a change application from GeoFortis to move the point of diversion for the water rights to their operation further south. Until they get approval, they are asking to reduce their rent. They have been paying the full amount without using the water. By approving the resolution, it would reset the term of 5 years.

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

Mr. Cook presented information on the irrigation system for Dow James and the meter vault project. The City has 711 shares of irrigation water with the facility being at the end of the line. There have been issues with the water hammer causing damage to the sprinkler system. The original part of the resolution was to meter the 3 sites with an air valve and a PRV. It is a PAR tax project with the approved budget numbers. Broken Arrow had the lowest bid of \$49,352. The location has both secondary and culinary water.

C. Public Infrastructure District Policy

Presented by Jared Stewart, Economic Development Director

Mr. Stewart presented information on the Public Infrastructure District policy which empowers private property owners to form a district and levy a tax. The policy outlines criteria and guidelines of options, policies, and what could be approved under the district. There is not a residential use. The criteria evaluates and determines if it is valuable and beneficial.

The Council's concern was the risk it may have on property tax for residents.

Mr. Stewart addressed the tax concern. There is a potential it could, but Tooele City does not support it. The text states the City has the discretion to decide if it meets the requirements.

D. Proposal to Update and Amend the City Code Chapter on Annexation

Presented by Roger Baker, City Attorney

Mr. Baker presented information on updating the City Code chapter on Annexation. The language of the annexation process in the chapter needed to be modernized. The practice of requiring certain detailed studies for infrastructure items has been written into the chapter. City Code is different from State law. The Super majority vote will be four-fifths of the Council.

The Council discussed the following:

Clarification on the four-fifths vote, is it four-fifths of those in attendance or four out of the five Council; How it would affect the current annexation application; The requirements for annexation compared to a normal subdivision; The companies the City excepts studies from; Any other code within the City that requires a super majority.

Mr. Baker addressed the City Council's concerns. The super majority would be a total of four members. The super majority has been a part of the Chapter for a long time, though stated as two-thirds. The change would not affect the current application, and the number of votes required for approval is four. Annexation is a new entry to the City and requires a lengthier policy discussion. Studies can be a competitive field with many advisors and consultants. The City Council can decide what is sufficient information. The City does recommend a water and sewer engineering company because they already have the models developed for the City, and using the existing models would be much less expensive than developing new models. The process of approval of the amendments and deciding on a simple majority or super-majority can be done in one single vote.

Council Member Hansen, Council Member Manzione, and Chairman Brady favor the voting be majority, instead of super majority.

Council Member McCall and Council Member Graf supports the super majority because annexation is a longer impact and cannot be undone.

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

Mr. Baker presented information on an updated no-fault assistance program. The amendment does not change the program that is offered, but offers clarification to those that are affected by sewer and water damage on how to apply for assistance. The assistance used to be capped at \$2,500, but the City Council raised the cap to \$10,000 a number of years ago. A no-fault claim and fault claim are two separate processes. A fault-based claim has to prove the City was negligent and follows a state procedure. The assistance program allows residents to not file a fault-based claim and be eligible for assistance if they meet the requirements. It was also identified that a dwelling can have no more than two claims if they have tenants.

F. Meeting Minutes Format

Presented by Justin Brady, Council Chair

Chairman Brady opened a discussion on how the City Council would like the minutes to be formatted. The Council shared their concerns regarding the minutes being too long or too short without enough detail. The recording is available and the best representation of the minutes.

Mr. Baker addressed the requirements for minutes. The State requires the minutes to reflect the substance of the discussion and business of the meeting. A recording is available for reference. Mr. Baker shared an example of what could be stated in the minutes.

The Council shared their preferences and concerns. They are listed as the following:

Council Member Manzione would prefer more information for long discussions, specific questions, and comments that need to be noted.

Council Member Brady's concerns are finding a balance between quoting what was said during the meeting and a summary of what was discussed.

Council Member Graf would like more information for ease of use and transparency.

Council Member Hansen would prefer more information.

Ms. Pitt shared information from a recent Minutes training. The recorder's office is not required to keep the audio longer than three years, unless that is the official permanent record. The minutes should emphasize what is done and not what is said.

Commissioner Sloan spoke to the Council regarding the Planning Commission's Concerns and preferences. The Planning Commission likes the way the minutes were done previously because it gave enough detail to understand what happened during the meeting without having to listen to the recording of the entire meeting.

Mr. Baker gave feedback to the Council's points discussed. It is critical to have a record of what happened during the meeting, e.g., votes. For court purposes, reasons and facts need to be listed. There is value in the motions and the reasoning behind the motions.

The Council's discussion led to the following:

The minutes should have more detail on the longer discussions, concerns and questions that multiple parties have, and the reasoning behind their decisions. The section for the presenter may be limited to a few detailed sentences.

6. Closed Meeting - Litigation, Property Acquisition, and/or Personnel

The Council Motioned to recess at 6:52pm.

Council Member Graf motioned to move to a closed meeting. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council

Member Graf, "Aye," Council Member Manzione, "Aye," Chairman Brady, "Aye," Council Member McCall, "Aye." The motion passed.

The meeting moved to closed session.

The closed meeting began at 8:27 p.m. Those in attendance were: Mayor Winn, all council members, Roger Baker, Michelle Pitt, and Jim Bolser.

No minutes were taken.

7. Adjourn

Chairman Brady adjourned the meeting at 9:02 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 ____ day of March, 2022

Justin Brady, City Council Chair

Redevelopment Agency of Tooele City Council

Date: Wednesday, March 2, 2022

Time: 7:00 p.m.

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

Board Members Present:

Ed Hansen

Justin Brady

Maresa Manzione

Tony Graf

David McCall

City Employees Present:

Mayor Debbie Winn

Jim Bolser, Community Development Director

Adrian Day, Police Department Chief

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Michelle Pitt, City Recorder

Minutes prepared by Katherin Yei

1. Open RDA Meeting

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

2. Roll Call

Tony Graf, Present

David McCall, Present

Ed Hansen, Present

Justin Brady, Present

Maresa Manzione, Present

3. Resolution 2022-01 A Resolution of the Redevelopment Agency of Tooele City, Utah Amending the RDA By-Laws

Presented by Maresa Manzione, RDA Chair Person

Chair Person Manzione presented information on updating the bylaws for the RDA by making them up to date and meet City code.

Board Member Brady motioned to adopt Resolution 2021-07. Board Member McCall seconded the motion. The vote was as follows: Board Member Hansen, "Aye," Board Member

Graf, "Aye," Board Member Manzione, "Aye," Board Member Brady, "Aye," Board Member McCall, "Aye." The motion passed.

4. Adjourn

Chair Person Manzione adjourned the meeting at 7:02 pm.

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

Approved this ____ day of March, 2022

Maresa Manzione, Redevelopment Agency Chairman

**Tooele City Council and TCWSSD
Business Meeting Minutes**

Date: Wednesday, March 2, 2022

Time: 7:00 p.m.

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

City Council Members Present:

Ed Hansen

Justin Brady

Maresa Manzione

Tony Graf

Dave McCall

City Employees Present:

Mayor Debbie Winn

Jim Bolser, Community Development Director

Adrian Day, Police Department Chief

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Michelle Pitt, City Recorder

Braxton Roberts, Information Technology Assistant-Director

Minutes prepared by Katherin Yei

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

1. Pledge of Allegiance

The Pledge of Allegiance was led by Mr. Darwin Cook, Parks and Recreation Director.

2. Roll Call

Tony Graf, Present

Ed Hansen, Present

Justin Brady, Present

Maresa Manzione, Present

Dave McCall, Present

3. Mayor's Youth Recognition Awards

Presented by Debbie Winn, Mayor & Stacy Smart, Communities That Care Supervisor

Mayor Winn, Stacy Smart, and Chief Day presented the Mayor's Youth Recognition Awards to the following students:

Trevin Stewart
Abran Lavato

4. Public Comment Period

Lorina Bishop, representative from the Chamber of Commerce shared her appreciation for the Council. She shared information on what the Chamber of Commerce would be doing in the coming months.

Doug Newell shared his positive opinion on needing High-Density on the community.

5. Public Hearing & Motion on Ordinance 2021-16 An Ordinance of Tooele City Reassigning the Land Use Designation from Medium Density Residential (MDR) to High Density Residential (HDR) for Approximately 7.4 Acres of Property Located at 602 and 603 West Three O' Clock Drive (tabled on 05/19/21)

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented information for the proposed Land Use Amendment from Medium Density Residential to High Density Residential for the Three O'Clock Drive project. The zoning is Regional Commercial. High Density Residential supports multi-family zones, allowing up to MR-25. The site plan shows 72 town homes, 10-12 units per acre and would fall under the MR-16. The Planning Commission has heard this item and forwarded a negative recommendation.

Chairman Brady opened the public hearing.

Ken Olson, the applicant, shared the work they have put in with the traffic study and working with UDOT. He believes the townhomes will bring newness and vibrancy to the neighborhood. They plan to do zero-scape in yards and the open space.

Doug Newell shared his positive recommendation of Mr. Olsen and the project.

Chairman Brady closed the public hearing.

The City Council had a discussion regarding the following:

Concerns with traffic on Three O'Clock Drive and Highway-36, a gap in the City Code moving from MR-8 to MR-16, and clarification on how to do a density cap with the developer.

Mr. Baker addressed the City Council's concerns. The Council can take the initiative to create a new zoning district, and does not need to wait for a public request. Votes on the land use plan and zoning give opportunity for approval for the Council to require a specific project design and unit cap. The Council can impose restrictions or conditions on any land use or zoning approval.

The Council discussed creating a new zone for MR-10 & MR-12.

Council Member Graf would prefer to be consistent and not finagle a zone. Instead of having an open door for special agreements, the work should be put in to do it correctly.

Council Member Manzione motioned to approve land use amendment change from medium to high based on concept that has been presented with maximum of MR-10. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Naye," Council Member McCall, "Aye," Chairman Brady, "Aye." The motion passed.

6. Public Hearing & Motion on Ordinance 2021-19 An Ordinance of the Tooele City Council Reassigning the Zoning Classification to the MR-16 Multi-Family Residential Zoning District for Approximately 14.3 Acres of Property Located at Approximately 300 West 1000 North (tabled on 06/16/21)

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a Zoning Map Amendment on the property located at 300 West 1000 North. The Land Use Map shows it as High Density Residential with the current zoning as GC, General Commercial. If the application is successful it will become MR-16. The applicant did provide a conceptual site plan. The Planning Commission has seen this item and forwards a positive recommendation.

Chairman Brady opened the public hearing. No one came forward. The public hearing was closed.

Council Member Hansen motioned to approve Ordinance 2022-19. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

7. Public Hearing & Motion on Ordinance 2021-21 An Ordinance of the Tooele City Council Reassigning the Zoning Classification to the MR-16 Multi-Family Residential Zoning District for Approximately 4.3 Acres of Property Located at Approximately 740 West McKellar Street (tabled on 07/07/21 & 08/04/21)

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a Zoning Map Amendment for the property located at 740 West McKellar Street. The Land Use Map identifies the property as High Density Residential with the current zoning as MR-8. The request is to have it reassigned to MR-16. The Planning Commission has heard this item and forwards a positive recommendation with a 4:3 vote.

Council Member Manzione, Chairman Brady, and Council Member McCall shared their concerns of having high density in this area and would like to MR-8.

Chairman Brady opened the public hearing.

Johnathan Aubrey shared reasoning for not wanting MR-8.

Chairman Brady closed the public hearing.

Council Member Manzione motioned to deny the rezone approve Ordinance 2021-21.

Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Naye," Council Member Graf, "Naye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed

8. Public Hearing & Motion on Ordinance 2022-07 An Ordinance of Tooele City Reassigning the Land Use Designation from Regional Commercial (RC) to Light Industrial (LI) for Approximately 3.0 Acres of Property Located at Approximately 385 South 1200 West

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a Land Use Map Amendment for the property located at 385 South 1200 West. It is currently assigned as Regional Commercial with the request to change it to Light Industrial. It is currently zoned Research and Development. The Planning Commission heard this item and voted 6:1 to forward a positive recommendation.

Chairman Brady opened the public hearing. No one came forward. The public hearing was closed.

Council Member Hansen motioned to approve Ordinance 2022-07. Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

9. Public Hearing & Motion on Ordinance 2022-08 An Ordinance of Tooele City Reassigning the Zoning Map Designation From (RD) Research and Development to (IS) Industrial Service for Approximately 3 Acres of Property Located at 385 South 1200 West

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a Zoning Map Amendment for the property located at 385 South 1200 West. It is currently zoned Research and Development with the request to change it to the Industrial Service zone. The Planning Commission heard this item and forwarded a positive recommendation.

Chairman Brady opened the public hearing. No one came forward. The public hearing was closed.

Council Member Manzione motioned to approve Ordinance 2022-08. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

10. Public Hearing & Motion on Ordinance 2022-04 An Ordinance of Tooele City Amending Tooele City Code Sections 7-1-5 and 7-2-19 Regarding Musical Instruction Home Occupations

Presented by Roger Baker, City Attorney

Mr. Baker presented information on musical instruction as a home occupation. The recommendation is to allow one to seven students as a permitted use; eight to sixteen students would be allowed with a conditional use permit. The impacts for the neighborhood would be examined on a case-by-case basis. A definition and restrictions have been added.

Chairman Brady opened the public hearing. No one came forward. The public hearing was closed.

Council Member Graf motioned to approve Ordinance 2022-04 An Ordinance of Tooele City Amending Tooele City Code Sections 7-1-5 and 7-2-19 Regarding Musical Instruction Home Occupations. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

11. Resolution 2022-08 A Resolution of the Tooele City Council Announcing Its Intent to Renew the Current Tax for Parks, Arts, and Recreation (PAR Tax) and to Place Before Tooele City Voters an Opinion Question About a 1/10th of 1% Sales Tax to Fund Cultural and Recreational Organizations and Facilities in Tooele City

Presented by Roger Baker, City Attorney

Mr. Baker presented the renewal of the PAR tax, allowing it to be on the ballot in November. It has gone through the first step of getting approval from Tooele County allowing the City to pursue it.

Council Member McCall motioned to approve Resolution 2022-08. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

12. Resolution 2022-14 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Impalas)

Presented by Michelle Pitt, City Recorder

Ms. Pitt presented resolution 2022-14 to declare two Public Works vehicles as surplus and allow them to go to outside auction.

Council Member Manzione motioned to approve Resolution 2022-14. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

13. Resolution 2022-15 A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Americom Technology, LLC, for Fiber Optic Cable Installation

Presented by Braxton Roberts, Assistant Information Technology Director

Mr. Roberts presented information on the fiber glass project. It will connect five City buildings together, including the fire station. It will help with infrastructure, security, and speed. This project is in correlation with the County's project, giving the City a 60% cost saving. The project will be paid with ARPA funds and cost \$216,117.86.

Council Member Graf motioned to approve Resolution 2022-15. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

14. 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

Mr. Cook presented information on the irrigation system for Dow James and the meter vault project. The City has 711 shares of irrigation water with the facility being at the end of the line. There have been issues with the water hammer causing damage to the sprinkler system. The original part of the resolution was to meter the 3 sites with an air valve and a PRV. It is a PAR tax project with the approved budget numbers. Broken Arrow had the lowest bid of \$49,352 with a 5% contingency.

Council Member Manzione motioned to approve 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. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

15. Resolution 2022-17 A Resolution of the Tooele City Council Approving a Change Order to an Agreement with Mountain Heights Flooring for the Youth Center Building Floor Replacement Project

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented information on the change order to an agreement with Mountain High Flooring to replace the floor in the Teen Center. The budget was approved of \$90,000 for the playground. Those structures are 4-6 months out. The playground would be pushed out until next year. The cost is \$77,622 for the floor with a 5% contingency from the PAR tax.

Council Member Hansen motioned to approve Resolution 2022-17 A Resolution of the Tooele City Council Approving a Change Order to an Agreement with Mountain Heights

Flooring for the Youth Center Building Floor Replacement Project. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Brady, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye.” The motion passed.

16. Minutes

January 19, 2022 City Council Work and Business Meeting

February 2, 2022 City Council Work and Business Meeting

February 4, 2022 Mayoral Budget Retreat

There are no changes to the minutes.

Council Member Hansen motioned to approve Minutes. Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Brady, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye.” The motion passed.

17. Invoices

Ms. Pitt presented the following invoices:

Napa for 4 posts heavy duty lift system for shops in the amount of \$39,825

Mountain land supply for water meters in the amount of \$56,930.20

Broken Arrow for culinary irrigation connection in the amount of \$23,962.50

Tooele County Sheriff's Office for dispatch services in the amount of \$88,764.00

Elemtech for a bulk water fill station for \$35,500.00

Council Member Hansen motioned to approve the invoices. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Brady, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye.” The motion passed.

18. 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

Mr. Baker presented information on the Tooele City Water Special Service District.

The City has an approved agreement with GeoFortis to lease a small amount of water rights that Tooele City owns near Mercur. The State division of water rights declined a change application from GeoFortis to move the point of diversion for the water rights to their operation further south. Until they get approval, they are asking to reduce their rent. They have been paying the full amount without using the water. By approving the resolution, it would reset the term of 5 years.

Council Member Manzione motioned to approve Resolution 2022-01. Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Brady, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye.” The motion passed.

19. Adjourn

Chairman Brady adjourned the meeting at 8:17pm.

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

Approved this ____ day of March, 2022

Justin Brady, City Council Chair