

TOOELE CITY CORPORATION

ORDINANCE 2022-14

AN ORDINANCE OF TOOELE CITY AMENDING TABLE 2 OF CHAPTER 7-16 REGARDING SETBACK REQUIREMENTS IN NONRESIDENTIAL ZONING DISTRICTS.

WHEREAS, Utah Code §10-8-84 and §10-9a-102 authorize cities to enact ordinances, resolution, and rules and to enter other forms of land use controls they consider necessary or appropriate for the use and development of land within the municipality to provide for the health, safety, welfare, prosperity, peace, and good order, comfort, convenience, and aesthetics of the municipality; and,

WHEREAS, the various zoning districts of Tooele City are established within Chapter 7-13 of the Tooele City Code; and,

WHEREAS, non-residential land uses in Tooele City, particularly the uses allowed in the various nonresidential zones and property standards are regulated by Tooele City Code Chapter 7-16; and,

WHEREAS, the practice of zoning is a widely accepted and defensible tool for establishing standards for development of differing land uses and areas; and,

WHEREAS, the establishment of zoning within the City Code provides for an even and fair framework for all applications for development and ensures the fundamental fairness in the utilization and enforcement of its provisions; and,

WHEREAS, the terms of municipal codes are intended to contain a certain amount of fluidity whereby those terms can be amended to address new and changing conditions that present themselves and are deemed appropriate; and,

WHEREAS, the establishment of minimum setback requirements are a fundamental part of the establishment of development standards for all zoning districts; and,

WHEREAS, considerations for the establishment of setback requirements include the basic ideals of separation between buildings and property lines for the purpose of access and public safety and various construction considerations from the International Building Code (IBC); and,

WHEREAS, the IBC considerations for setback requirements are based on the construction type and fire rating of buildings; and,

WHEREAS, it is proper and appropriate to routinely review the ordinances and provisions of the Tooele City Code for clarity, predictability, relevance, applicability, and appropriateness; and,

WHEREAS, it is proper and appropriate to revise provisions of the City Code found to be antiquated, to have diminished in applicability and appropriateness, to be unclear or to have diminished relevance, to lead to difficulties in the predictability of the land use application approval process, or to modernize provisions to adapt to changing conditions and federal and state laws; and,

WHEREAS, the purposes of the proposed City Code amendments include the creation of a more flexible, more effective system for determining setbacks in industrial zoning districts that present

opportunities for more flexible development standards based on the construction type of existing buildings or buildings to be built on properties in those zoning districts while maintaining a base separation requirement; and,

WHEREAS, on March 23, 2022, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as **Exhibit B**); and,

WHEREAS, on April 6, 2022, the City Council convened a duly-advertised public hearing:

NOW, THEREFORE, BE IT ORDAINED BY TOOEE CITY that Table 2 of Chapter 7-16 of the Tooele City Code is hereby amended as shown in **Exhibit A**;

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this _____ day of _____, 20__.

TOOELE CITY COUNCIL

(For)

(Against)

Justin Brady

Justin Brady

Dave McCall

Dave McCall

Tony Graf

Tony Graf

Ed Hansen

Ed Hansen

Maresa Manzione

Maresa Manzione

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. Winn

Debra E. Winn

(If the mayor approves this ordinance, the City Council passes this ordinance with the Mayor's approval. If the Mayor disapproves this ordinance, the City Council passes the ordinance over the Mayor's disapproval by a super-majority vote (at least 4). If the Mayor neither approves nor disapproves of this ordinance by signature, this ordinance becomes effective without the Mayor's approval or disapproval. City Charter Section 2-05. UCA 10-3-704(11).)

ATTEST:

Michelle Pitt, City Recorder

SEAL

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

EXHIBIT A

PROPOSED TEXT AMENDMENT TO TABLE 2 OF CHAPTER 7-16

**TABLE 2
DEVELOPMENT STANDARDS**

DEVELOPMENT REQUIREMENT	DISTRICT									
	Mixed Use (MU-G) (MU-B)	Neighborhood Commercial (NC)	General Commercial (GC)	Regional Commercial (RC)	Light Industrial (LI)	Industrial Service (IS)	Industrial (I)	Research & Development (RD)	Downtown Overlay (DO)	Gateway Overlay (GO)
Minimum Side Yard Setback	Note B when adjoining a Residential Zone. Otherwise See Note A1	Note B when adjoining a Residential Zone. Otherwise See Note A1	Note B when adjoining a Residential Zone. Otherwise See Note A1	30 Feet	As Allowed by Building Code but not less than 15 feet with Note A2 . Note B when adjoining a Residential Zone Otherwise See Note A	As Allowed by Building Code but not less than 15 feet with Note A2 . Note B when adjoining a Residential Zone Otherwise See Note A	As Allowed by Building Code but not less than 15 feet.	As Allowed by Building Code but not less than 15 feet with Note A2 . Note B when adjoining a Residential Zone Otherwise See Note A	Note A Per Underlying Zoning District	Note B when adjoining a Residential Zone Otherwise See Note A Per Underlying Zoning District
Minimum Rear Yard Setback	Note B when adjoining a Residential Zone. Otherwise See Note A1	Note B when adjoining a Residential Zone. Otherwise See Note A1	Note B when adjoining a Residential Zone. Otherwise See Note A1	30 Feet	As Allowed by Building Code but not less than 20 10 feet with Note A2 . Note B when adjoining a Residential Zone Otherwise See Note A	As Allowed by Building Code but not less than 20 10 feet with Note A2 . Note B when adjoining a Residential Zone Otherwise See Note A	As Allowed by Building Code but not less than 20 feet.	As Allowed by Building Code but not less than 20 10 feet with Note A2 . Note B when adjoining a Residential Zone Otherwise See Note A	See Note A Per Underlying Zoning District	Note B when adjoining a Residential Zone Otherwise See Note A Per Underlying Zoning District

Minimum Rear Yard Setback (Corner Lot)	Note B when adjoining a Residential Zone. Otherwise See Note A1	Note B when adjoining a Residential Zone. Otherwise See Note A1	Note B when adjoining a Residential Zone. Otherwise See Note A1	30 Feet	As Allowed by Building Code but not less than 20 10 feet <u>with Note A2</u> . Note B when adjoining a Residential Zone Otherwise See Note A	As Allowed by Building Code but not less than 20 10 feet <u>with Note A2</u> . Note B when adjoining a Residential Zone Otherwise See Note A	As Allowed by Building Code but not less than 20 feet.	As Allowed by Building Code but not less than 20 10 feet <u>with Note A2</u> . Note B when adjoining a Residential Zone Otherwise See Note A	See Note A Per Underlying Zoning District	Note B when adjoining a Residential Zone. Otherwise See Note A Per Underlying Zoning District
--	---	---	---	---------	--	--	--	--	--	--

NOTES:

A.

1. As allowed by the International Building Code and any required or existing easements. Side yard setbacks measured from a street right-of-way for corner lots in the MU-B zoning district may be reduced to 0 feet upon approval of the Planning Commission as a part of design review in compliance with Title 7 Chapter 11 of the Tooele City Code. Structures shall not be allowed to be constructed within an existing or proposed easement or right-of-way.
2. Developments on adjoining lots or parcels that are designed, approved, and constructed as one application or project may have the setback reduced to 0 feet to facilitate a cohesive conjoined development across both properties. Structures shall not be allowed to be constructed within an existing or proposed easement or right-of-way.

- B. The minimum setback requirements of the adjoining Residential Zoning District shall apply for all ~~adjoining lots~~, buildings, parking areas, mechanical equipment, solid waste containers, and all other structures. Side yard setbacks measured from a street right-of-way for corner lots in the MU-B zoning district may be reduced to 0 feet upon approval of the Planning Commission as a part of design review in compliance with Title 7 Chapter 11 of the Tooele City Code. Structures shall not be allowed to be constructed within an existing or proposed easement or right-of-way.

EXHIBIT B

MARCH 23, 2022 PLANNING COMMISSION MINUTES

STAFF REPORT

March 17, 2022

To: Tooele City Planning Commission
Business Date: March 23, 2022

From: Planning Division
Community Development Department

Prepared By: Jim Bolser, Director

Re: Nonresidential Zoning District Setbacks – City Code Text Amendment Request

Application No.: P22-273

Applicant: Tooele City

Request: Request for approval of a City Code Text Amendment regarding certain setback requirements in the various nonresidential zoning districts.

BACKGROUND

This application is a request for approval of a City Code Text Amendment to address certain setback requirements within the various nonresidential zoning districts. In August 2021 the City Council approved an amendment to the City Code dealing primarily with setback requirements for the I Industrial zoning district. The intent of that amendment was to reduce the setbacks from 30 feet to a minimum potential setback of 15 feet for side setbacks. At the same time, the side and rear setbacks in the other nonresidential zones, particularly the LI Light Industrial, IS Industrial Service, and RD Research and Development zoning districts, were increased to minimum possibility of 15 feet for side setbacks to create a more uniform provision across the zones. The setback requirement previously was 0 feet. In the time since this provision was changed, there have been applications made that this new setback provision placed a hefty burden upon, even limiting the developability of certain sites. For this reason, this proposed City Code Text Amendment proposes to take a closer look at the setback requirements of the nonresidential zoning districts.

ANALYSIS

City Code. When examining the applicability of certain provisions of the City Code, it is fundamental to first look at the reasons the provision exists in the first place. The principle of a setback is relatively straightforward but can take on some unique aspects based on the uses involved. One such instance was at the heart of the amendment the City Council approved in August 2021. When dealing with uses typically considered heavier, they typically involve activities or materials that present some of the highest potential for a negative impact on adjacent properties. In such cases it makes sense to create a separation between those potential hazards or impacts and the neighboring properties. There is also the question of lesser impacts onto neighboring properties. This could come in the form of storm water runoff from structures imposing onto adjacent properties or the ability to maintain buildings on a site without having to encroach onto the neighboring property, among others. Through examining these aspects in light of the subject amendment, the zoning districts at issue, although still industrial in nature, are not districts that carry those heaviest uses or present the highest risk of the hazards or potential impacts for adjacent properties. As such, it is considered prudent to examine a more appropriate setback requirement that balances the needs of the separation requirements with that of the developability and reasonability of the provisions. For that reason, the staff has been examining the uses and provisions of these lesser intense nonresidential zoning districts to see if a better

balance can be struck. As a result, this request proposes to amend certain setback provisions within some of the nonresidential zoning districts to better strike this balance. In addition, this request also proposes to amend certain notations tied to those requirements to provide better clarity and to address the ability and circumstances whereby there can be no setback requirement when development proposals are to construct across property lines jointly. The proposed language for the subject City Code Text Amendment request can be found in Exhibit "A" to this report.

Criteria For Approval. The criteria for review and potential approval of a City Code Text Amendment request is found in Section 7-1A-7 of the Tooele City Code. This section depicts the standard of review for such requests as:

- (1) No amendment to the Zoning Ordinance or Zoning Districts Map may be recommended by the Planning Commission or approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Zoning Ordinance or Zoning Districts Map amendment, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
 - (a) The effect of the proposed amendment on the character of the surrounding area.
 - (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.
 - (c) Consistency and compatibility with the General Plan Land Use Map for adjoining and nearby properties.
 - (d) The suitability of the properties for the uses proposed viz. a. viz. the suitability of the properties for the uses identified by the General Plan.
 - (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
 - (f) The overall community benefit of the proposed amendment.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the City Code Text Amendment request and has issued the following comments:

1. The proposed text amendment will provide for a better balance between regulation and developability.
2. The proposed text amendment will provide for better clarity in the City Code.

Engineering Review. The Tooele City Engineering Division has completed their review of the City Code Text Amendment request and has issued the following comment:

1. The proposed text amendment maintains an allowance for site development while addressing site needs such as storm water runoff and building maintenance.

Building Division Review. The Tooele City Building Division has completed their review of the City Code Text Amendment request and has issued the following comment:

1. The proposed text amendment allows for building construction within the requirements and allowances of the Building Code.

Noticing. The applicant has expressed their desire to revise the terms of the City Code and do so in a manner

which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Staff recommends the Planning Commission carefully weigh this request for a City Code Text Amendment according to the appropriate tenets of the Utah State Code and the Tooele City Code, particularly Section 7-1A-7(1) and render a decision in the best interest of the community with any conditions deemed appropriate and based on specific findings to address the necessary criteria for making such decisions.

Potential topics for findings that the Commission should consider in rendering a decision:

1. The effect the text amendment may have on potential applications regarding the character of the surrounding areas.
2. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed text amendment is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the proposed text amendment on properties which may utilize its provisions for potential development applications.
6. The degree to which the proposed text amendment may effect an application's impact on the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed text amendment may effect an application's impact on the general aesthetic and physical development of the area.
8. The degree to which the proposed text amendment may effect the uses or potential uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Nonresidential Zoning District Setbacks City Code Text Amendment Request by Tooele City, application number P22-273, based on the following findings:”

1. List findings ...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Nonresidential Zoning District Setbacks City Code Text Amendment Request by Tooele City, application number P22-273, based on the following findings:”

1. List findings ...

EXHIBIT A

**PROPOSED REVISIONS TO TABLE 2 OF CHAPTER 7-16
OF THE TOOELE CITY CODE TEXT**

**TABLE 2
DEVELOPMENT STANDARDS**

DEVELOPMENT REQUIREMENT	DISTRICT									
	Mixed Use (MU-G) (MU-B)	Neighborhood Commercial (NC)	General Commercial (GC)	Regional Commercial (RC)	Light Industrial (LI)	Industrial Service (IS)	Industrial (I)	Research & Development (RD)	Downtown Overlay (DO)	Gateway Overlay (GO)
Minimum Side Yard Setback	Note B when adjoining a Residential Zone. Otherwise See Note A <u>1</u>	Note B when adjoining a Residential Zone. Otherwise See Note A <u>1</u>	Note B when adjoining a Residential Zone. Otherwise See Note A <u>1</u>	30 Feet	As Allowed by Building Code but not less than ± 5 feet <u>with Note A2</u> . Note B when adjoining a Residential Zone Otherwise See Note A	As Allowed by Building Code but not less than ± 5 feet <u>with Note A2</u> . Note B when adjoining a Residential Zone Otherwise See Note A	As Allowed by Building Code but not less than 15 feet.	As Allowed by Building Code but not less than ± 5 feet <u>with Note A2</u> . Note B when adjoining a Residential Zone Otherwise See Note A	Note A Per Underlying Zoning District	Note B when adjoining a Residential Zone. Otherwise See Note A Per Underlying Zoning District
Minimum Rear Yard Setback	Note B when adjoining a Residential Zone. Otherwise See Note A <u>1</u>	Note B when adjoining a Residential Zone. Otherwise See Note A <u>1</u>	Note B when adjoining a Residential Zone. Otherwise See Note A <u>1</u>	30 Feet	As Allowed by Building Code but not less than 20 <u>10</u> feet <u>with Note A2</u> . Note B when adjoining a Residential Zone Otherwise See Note A	As Allowed by Building Code but not less than 20 <u>10</u> feet <u>with Note A2</u> . Note B when adjoining a Residential Zone Otherwise See Note A	As Allowed by Building Code but not less than 20 feet.	As Allowed by Building Code but not less than 20 <u>10</u> feet <u>with Note A2</u> . Note B when adjoining a Residential Zone Otherwise See Note A	See Note A Per Underlying Zoning District	Note B when adjoining a Residential Zone. Otherwise See Note A Per Underlying Zoning District

Minimum Rear Yard Setback (Corner Lot)	Note B when adjoining a Residential Zone. Otherwise See Note A ¹	Note B when adjoining a Residential Zone. Otherwise See Note A ¹	Note B when adjoining a Residential Zone. Otherwise See Note A ¹	30 Feet	As Allowed by Building Code but not less than 20 10 feet <u>with Note A2</u> . Note B when adjoining a Residential Zone Otherwise See Note A	As Allowed by Building Code but not less than 20 10 feet <u>with Note A2</u> . Note B when adjoining a Residential Zone Otherwise See Note A	As Allowed by Building Code but not less than 20 feet.	As Allowed by Building Code but not less than 20 10 feet <u>with Note A2</u> . Note B when adjoining a Residential Zone Otherwise See Note A	See Note A Per Underlying Zoning District	Note B when adjoining a Residential Zone. Otherwise See Note A Per Underlying Zoning District
--	---	---	---	---------	--	--	--	--	--	--

NOTES:

A.

1. As allowed by the International Building Code and any required or existing easements. Side yard setbacks measured from a street right-of-way for corner lots in the MU-B zoning district may be reduced to 0 feet upon approval of the Planning Commission as a part of design review in compliance with Title 7 Chapter 11 of the Tooele City Code. Structures shall not be allowed to be constructed within an existing or proposed easement or right-of-way.
2. Developments on adjoining lots or parcels that are designed, approved, and constructed as one application or project may have the setback reduced to 0 feet to facilitate a cohesive conjoined development across both properties. Structures shall not be allowed to be constructed within an existing or proposed easement or right-of-way.

- B. The minimum setback requirements of the adjoining Residential Zoning District shall apply for all ~~adjoining lots~~, buildings, parking areas, mechanical equipment, solid waste containers, and all other structures. Side yard setbacks measured from a street right-of-way for corner lots in the MU-B zoning district may be reduced to 0 feet upon approval of the Planning Commission as a part of design review in compliance with Title 7 Chapter 11 of the Tooele City Code. Structures shall not be allowed to be constructed within an existing or proposed easement or right-of-way.

TOOELE CITY CORPORATION

ORDINANCE 2022-15

AN ORDINANCE OF THE TOOELE CITY COUNCIL VACATING A DEDICATED PUBLIC UTILITY EASEMENT ON LOT 4 OF THE TOOELE ESTATES SUBDIVISION, PHASE 1.

WHEREAS, Donald Torrey (the “property owner”) has petitioned the City to vacate a certain public utility easements (the “PUE”) located along the existing west rear lot line and north interior lot line of parcel 12-068-0-0004, also known as lot 4, in the Tooele Estates Subdivision, Phase 1; and,

WHEREAS, the petition satisfies the requirements of U.C.A. §10-9a-609.5 (the petition, attached as Exhibit A, together with the subdivision plat including the PUE, attached as Exhibit C); and,

WHEREAS, the property owner has notified, and has received the signatures on an amended subdivision plat from, Questar Gas, Rocky Mountain Power, CenturyLink, and Comcast (see Petition); and,

WHEREAS, the property owner has represented, consistent with the utility company signatures, that there are currently no utilities in the PUE; and,

WHEREAS, no Tooele City utilities are located, or contemplated to be located, within the portions of the PUE to be vacated; and,

WHEREAS, the City Council convened a duly-noticed public hearing on the vacation petition on April 6, 2022; and,

WHEREAS, good cause exists for the vacation, and the vacation is not anticipated to materially injure the public interest or any private person, inasmuch as:

- the property is under single ownership
- the property owner has petitioned for the vacation
- the current lot lines and PUE interior to the Property will serve no public or private purpose
- no public or private utilities are located or contemplated to be located within the PUE
- the above-referenced utility companies have agreed to the vacation
- the public hearing identified no reason why the vacation should not be approved; and,

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the petition to vacate the public utility and drainage easement located on the property’s west interior lot line, as depicted in the Tooele Estates Subdivision, Phase 1 plat, shown in Exhibit C, is hereby approved; and,

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 20__.

TOOELE CITY COUNCIL

(For)

(Against)

Justin Brady

Justin Brady

Dave McCall

Dave McCall

Tony Graf

Tony Graf

Ed Hansen

Ed Hansen

Maresa Manzione

Maresa Manzione

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. Winn

Debra E. Winn

(If the mayor approves this ordinance, the City Council passes this ordinance with the Mayor's approval. If the Mayor disapproves this ordinance, the City Council passes the ordinance over the Mayor's disapproval by a super-majority vote (at least 4). If the Mayor neither approves nor disapproves of this ordinance by signature, this ordinance becomes effective without the Mayor's approval or disapproval. City Charter Section 2-05. UCA 10-3-704(11).)

ATTEST:

Michelle Pitt, City Recorder

SEAL

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

EXHIBIT A

VACATION PETITION

PETITION REQUESTING VACATION

**DON TORREY
801-835-3362
959 NORTH 310 EAST
TOOELE , UTAH 84074
LOT # 4
TOOELE ESTATES
PHASE 1 SUBDIVISION**

We have received grants of permission from Tooele City Public Works, Comcast, Questar Gas Company, Lumen (CenturyLink) to have a detached garage / storage shed built in the North West rear corner of this lot.

The home already has an attached garage, which houses the vehicles. We are in need of additional storage space for our ATV'S , lawn equipment, etc.

With the lot being as small as it is, a small shed will not be sufficient enough to store our additional items.

The North West easements on the property are being requested for vacation.

A handwritten signature in black ink, appearing to read 'Don Torrey', is written in a cursive style. The signature is located at the bottom of the page, below the text of the petition.

EXHIBIT B

UTILITY SIGNATURES



Date: 2/4/2022

RE LOT:
959 N 310 E
TOOELE, UT 84074

To Whom It May Concern,

As you requested, CenturyLink hereby consents to KONG SHEDS, an encroachment of the existing MTN STATES TELEPHONE & TELEGRAPH CO ROW ESMT, along the north and west property lines at 959 N 310 E in Tooele, Utah, for the placement of a detached garage.

However, this consent does not waive or relinquish any rights necessary to the operation, maintenance, renewal, construction, repair, or removal of CenturyLink lines, conduit, or other communication facilities, which are or may be located on said easement. Also, all clearances must be maintained from CenturyLink lines.

It has been determined that there are no existing CenturyLink cables in this existing easement.

As consideration for CenturyLink granting you permission to encroach upon said easement, it will be necessary for you to hold CenturyLink harmless from any and all claims for personal injuries or damages to property when such injuries or damages, directly or indirectly, arise out of the existence, construction, installation, maintenance, condition, use or presence of your structures upon said easement. CenturyLink shall not be responsible for any damages to structures or property located on said easement.

Sincerely,

David Sloan
385-315-6586
david.sloan2@centurylink.com
Sr Network Implementation Engineer
Lumen



Comcast Cable Communications, Inc.
1350 E. Miller Ave.
Salt Lake City, Utah 84106
801-401-3041 Tel
801-255-2711 Fax

January 18, 2022

Kong Sheds
959 N 310 E
Tooele, UT 84074

To whom it may concern,

Comcast of Utah II grants permission to encroach upon the easement, which exists along the North-west line of the property located at 959 N 310 E, Tooele, UT 84074. As long as it does not interfere with or deny access to our existing facilities (Poles, cable, conduits, pedestal, electronics). Three feet of clearance must be maintained around all pedestals.

If you need our facilities to be moved, it can be done at your expense. If any damage is incurred to our facilities due to your encroachment, repairs will be done at your expense. Be sure to contact Blue Stakes to locate all utility services at least 48 hours before digging.

Sincerely,

Samantha Murray

Samantha Murray
Authorized Representative

Space above for County Recorder's use
PARCEL I.D.# 12-068-0-0004

DISCLAIMER OF UTILITY EASEMENT

The undersigned, QUESTAR GAS COMPANY dba Dominion Energy Utah, Grantor, hereby **disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Tooele County, Utah, to-wit:**

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 4, **Tooele Estates Phase 1 Subdivision**, located in the Northwest quarter of Section 22, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah; said Subdivision recorded in the Office of the County Recorder for Tooele County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on January 18, 2022.

QUESTAR GAS COMPANY
Dba Dominion Energy Utah

By: *Richard A. Hellstrom*
Authorized Representative

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On January 18, 2022, personally appeared before me *Richard A. Hellstrom*, who, being duly sworn, did say that (s)he is an Authorized Representative for QUESTAR GAS COMPANY dba Dominion Energy Utah, and that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of Authority.

Pauline Caraveo
Notary Public





555 North Main
Tooele, Utah 84074

February 4, 2022

Teri Torrey
959 N 310 E
Tooele, UT 84074

Dear Teri,

As you requested, Rocky Mountain Power hereby consents to an encroachment into the utility easements on the northwest corner of the property located at 959 N 310 E, Tooele, UT to build a detached garage.

However, this consent does not waive or relinquish any rights necessary to the operation, maintenance, renewal, construction, repair, or removal of Power Company lines, conduit, or other power facilities, which are or may be located on said easement. Also, all clearances must be maintained from Power Company lines.

As consideration for the Power Company granting you permission to encroach upon said easement, it will be necessary for you to hold the Power company harmless from any and all claims for personal injuries or damages to property when such injuries or damages, directly or indirectly, arise out of the existence, construction, installation, maintenance, condition, use or presence of your structures upon said easement. Rocky Mountain Power shall not be responsible for any damages to structures or property located on said easement.

Sincerely,

Pamela Neilson

Pamela Neilson
Journeyman Estimator
435-833-7926

Public Works Department
90 N Main St. Suite 101
Tooele, Utah 84074
Phone: 435.843.2130



February 25, 2022

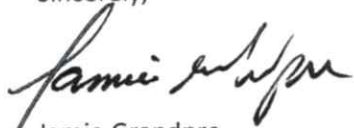
Kong Sheds
959 N 310 E
Tooele, UT 84074

To whom it may concern:

Tooele City Public Works Department has no water, wastewater or storm drain utilities that are within the easement that need to have protection at this time.

Please feel free to contact me or Tiffany Day in my office if additional information is needed.

Sincerely,



Jamie Grandpre
Public Works Director

EXHIBIT C

SUBDIVISION MAPS

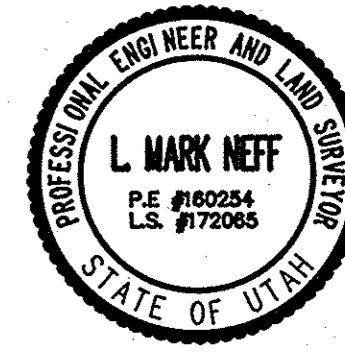
TOOELE ESTATES

A Subdivision in the Northwest Quarter of Section 22
Township 3 South, Range 4 West

Ray G. & Maree Joy Sagers
Property Zoned R1-7

SURVEYOR'S CERTIFICATE

I, L. MARK NEFF, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 172065 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.



BOUNDARY DESCRIPTION

Beginning at a point North 89 degrees 43 minutes 06 seconds East along the section line 882.220 feet from the Northwest corner of Section 22 Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running thence North 89 degrees 43 minutes 06 seconds East 128.980 feet; thence South 00 degrees 16 minutes 20 seconds East 537.000 feet; thence North 89 degrees 43 minutes 06 seconds East 392.379 feet; thence South 00 degrees 13 minutes 55 seconds East 783.668 feet; thence South 89 degrees 41 minutes 11 seconds West 521.078 feet; thence North 00 degrees 15 minutes 16 seconds West 1320.958 feet to the point of beginning. Containing 477818 square feet or 10.989 acres.

Feb 24, 1998
DATE

L. MARK NEFF

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREOF FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF I HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. _____

BRUCE WILSON CONSTRUCTION, L.L.C.
A UTAH LIMITED LIABILITY COMPANY
By: Bruce Wilson

INMC MORTGAGE HOLDINGS, INC., a Delaware Corporation dba CONSTRUCTION LENDING CORPORATION OF AMERICA
By: Matt C. Downer, Vice President

ACKNOWLEDGMENT

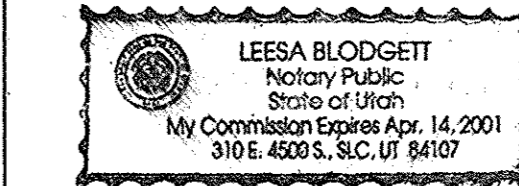
STATE OF UTAH } S.S.
COUNTY OF ~~SALT LAKE~~

ON THE 10th DAY OF April, A.D. 1998 PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES 4/14/2001

LEESA BLODGETT
NOTARY PUBLIC
COMMISSION IN UTAH

NOTARY'S FULL NAME LEESA BLODGETT



DRAWING BY: GSP
CHECKED BY: JAW
COMPUTER FILE: C:\DWG\1568
1568

DATE: JANUARY 14, 1998

FILE NO. 1568

RECORDED # 109813
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF
Bruce Wilson Construction LLC
DATE April 10 1998 TIME 4:26 BOOK 500 PAGE 766
9800
TOOELE COUNTY RECORDER

ENGINEERS
LAND SURVEYORS
PLANNERS
neff ENGINEERING INC.
4659 SOUTH 2300 EAST SUITE 104
SALT LAKE CITY UTAH 84117
Tel: (801) 272-8341
Fax: (801) 272-3548

CLIENT: WILLIAM C. HAFEMAN
ADDRESS: 2141 S. MAIN
S.L.C. UTAH 84115
487-0636

FINAL PLAT
TOOELE ESTATES
PHASE 1
TOOELE, UTAH

Norman S., Gloria E. & Conrad Scott Bevan
Property Zoned R1-7

Ridge Plat B
Lot 51
Property Zoned R1-7

BCW, LLC
Property Zoned R1-7

PREPARED BY
NEFF ENGINEERING
4659 South 2300 East S.L.C. Utah (801) 272-8341
OWNER / DEVELOPER
BILL HAFEMAN
2141 S. Main S.L.C. Utah 84115 (801) 487-0636

CITY ATTORNEY
APPROVAL AS TO FORM ON THIS DAY OF 9th A.D. 1998
TOOELE CITY ATTORNEY

CITY ENGINEER
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE
DATE TOOELE CITY ENGINEER

LAND USE TECHNICIAN
APPROVED THIS 25th DAY OF February 1998
TOOELE CITY LAND USE TECHNICIAN

TOOELE CITY PLANNING COMMISSION
APPROVED THIS 25th DAY OF February 1998
CHAIRMAN, PLANNING COMMISSION

TOOELE CITY COUNCIL
APPROVED THIS 4th DAY OF March A.D. 1998
CHAIRMAN, CITY COUNCIL

NUMBER	IC	CD	T FT	R FT	LC FT
C1	89°54'23"	N 45°12'57" W	14.975	15.000	23.537
C2	89°57'01"	N 44°44'35" E	14.987	15.000	23.549
C3	90°02'59"	N 45°15'24" W	15.013	15.000	23.575
C4	89°58'52"	S 44°43'40" W	14.995	15.000	23.557
C5	90°01'08"	S 45°16'20" E	15.005	15.000	23.567
C6	90°02'59"	N 45°15'24" W	15.013	15.000	23.575
C7	89°58'52"	S 44°43'40" W	14.995	15.000	23.557
C8	89°57'01"	N 44°44'36" E	14.987	15.000	23.549
C9	90°02'59"	N 45°15'25" W	15.013	15.000	23.575
C10	89°58'52"	S 44°43'40" W	14.995	15.000	23.557
C11	90°01'08"	S 45°16'20" E	15.005	15.000	23.567
C12	90°01'08"	S 45°16'20" E	15.005	15.000	23.567
C13	89°57'01"	N 44°44'36" E	14.987	15.000	23.549

Lot #	Street Number
1	985 North 310 East
or	306 East 1000 North
2	977 North 310 East
3	967 North 310 East
4	959 North 310 East
5	949 North 310 East
6	941 North 310 East
7	931 North 310 East
8	923 North 310 East
9	913 North 310 East
10	905 North 310 East
11	895 North 310 East
12	887 North 310 East
13	877 North 310 East
14	869 North 310 East
15	859 North 310 East
16	851 North 310 East
17	841 North 310 East
18	833 North 310 East
19	823 North 310 East
or	922 North 310 East

Lot #	Street Number
20	321 East 910 North
21	331 East 910 North
22	337 East 910 North
23	345 East 910 North
or	923 North Broadway
24	346 East 910 North
or	903 North Broadway
25	338 East 910 North
26	332 East 910 North
27	322 East 910 North
28	314 East 910 North
or	904 North 310 East
29	313 East 880 North
or	892 North 310 East
30	321 East 880 North
31	331 East 880 North
32	337 East 880 North
33	345 East 880 North
or	893 North Broadway
34	346 East 880 North
or	863 North Broadway

Lot #	Street Number
35	338 East 880 North
36	332 East 880 North
37	322 East 880 North
38	314 East 880 North
or	864 North 310 East
39	313 East 840 North
or	856 North 310 East
40	321 East 840 North
41	331 East 840 North
42	337 East 840 North
43	345 East 840 North
or	853 North Broadway
44	346 East 840 North
or	833 North Broadway
45	338 East 840 North
46	332 East 840 North
47	322 East 840 North
48	314 East 840 North
or	836 North 310 East

N 1/4 COR SECT 22

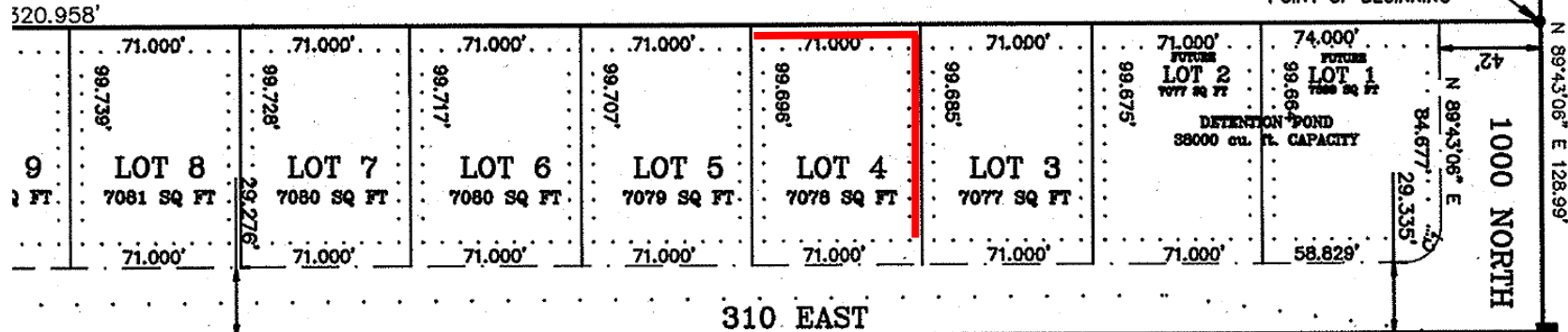


*Ray G. & Maree Joy Sagers
Property Zoned R1-7*

NW COR SECT 22



POINT OF BEGINNING

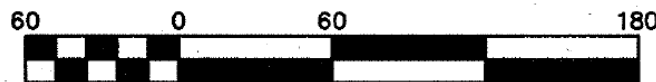


310 EAST

BASIS OF BEARING N 89°43'06" E 26

LDS CHURCH
PROPERTY

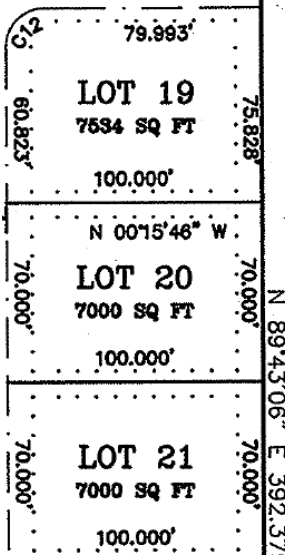
LDS CHURCH
PROPERTY



Scale 1" = 60 ft

Legend

MONUMENT TO BE SET ■
PUBLIC UTILITY EASEMENT - - -
All Lots Typical 5' Side Yard Easement &
10' Front and Rear Yard Easement



TOOELE CITY CORPORATION

RESOLUTION 2022-21

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AMENDMENT TO THE 2019 CELL TOWER LEASE AGREEMENT WITH ECO-SITE II, LLC.

WHEREAS, on May 4, 2011, the City Council approved Resolution 2011-12, which authorized a Site Lease with Option and other agreements (“Lease”) with T-Mobile for a cell tower site in Elton Park, and T-Mobile eventually allowed the lease to expire; and,

WHEREAS, on December 4, 2019, the City Council approved Resolution 2019-79, which authorized a new Lease Agreement (“New Lease”) for the cell tower site in Elton Park with Eco-Site II, LLC; and,

WHEREAS, pursuant to letter dated February 18, 2020, Eco-Site exercised its right, pursuant to the terms of the New Lease, to extend the Initial Testing Period for one year, that year becoming the Renewal Testing Period, ending February 13, 2022, and the Renewal Testing Period thereafter expired; and,

WHEREAS, by email dated February 28, 2022, Eco-Site’s consultant asked the City to sign an amendment to the New Lease to allow an addition year for the Testing Period; and,

WHEREAS, the City Administration, including the Parks and Recreation Department, recommended approval of the New Lease, and found that the Tower and associated facilities, in the location and configuration approved by Resolution 2019-79, would not interfere with, conflict with, or detract from the use and nature of Elton Park as a free and open public park, and continues its recommendation and finding today; and,

WHEREAS, upon commencement, following the expiration of the additional Testing Period contemplated by this Resolution, the New Lease will result in new revenue to the City general fund in the amount of \$15,000 annually (or \$1,250 monthly), plus 1% annual escalations, for a period of 20 years or more; and,

WHEREAS, the proposed New Lease amendment is attached hereto as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the New Lease amendment, attached as Exhibit A, is hereby approved and that the Mayor is hereby authorized to sign the New Lease amendment on behalf of the City.

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

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

New Lease Amendment

(Above 3" Space for Recorder's Use Only)

**This Document Prepared By and
After Recording, Return To:**

Eco-Site, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Cross Reference:

Instrument No. 541131
Recorder's Office
Tooele County, Utah

Commitment Number: 01-21034826

**FIRST AMENDMENT TO LEASE AGREEMENT
AND FIRST AMENDMENT TO MEMORANDUM OF LEASE**

This First Amendment to Lease Agreement and First Amendment to Memorandum of Lease (this "**Amendment**") is entered into and made effective as of February 13, 2022 and is by and between **Tooele City Corporation**, a municipal corporation ("**Landlord**"), and **Eco-Site, LLC**, a Delaware limited liability company, successor by merger to Eco-Site II, LLC ("**Tenant**"). Landlord and Tenant may be referred to herein as "**Party**" or jointly as "**Parties**."

WITNESSETH:

A. Landlord and Tenant entered into that certain Lease Agreement dated February 14, 2020 (the "**Lease**") and Memorandum of Lease dated February 14, 2020 (the "**Memorandum**") recorded in Tooele County, Utah, on April 12, 2021 at Instrument No. 541131 (collectively, the Lease and the Memorandum shall be referred to herein as the "**Agreement**").

B. Landlord and Tenant desire to amend the Agreement, as set forth below, to extend the Testing Period Renewal Term set forth in Section 2 of the Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Landlord and Tenant agree as follows:

1. **Recitals, Definitions.** The recitals set forth above are accurate and hereby incorporated into the Agreement and Memorandum by reference thereto. All capitalized terms not defined herein shall have the same meaning set forth in the Agreement or Memorandum, as applicable.

Site ID: US-UT-5040
Site Name: North 5th Street

2. **Amendment.**

(a) Previously, the Parties by agreement or otherwise extended the Testing Period through to and including February 13, 2022. The Agreement and Memorandum are now hereby amended by extending the Testing Period for the period beginning on February 14, 2022 through to and including February 13, 2023.

(b) Tenant's notice information and address set forth in Section 1.1 of the Agreement is hereby deleted and replaced with the following:

Eco-Site, LLC
750 Park of Commerce Drive
Suite 200
Boca Raton, Florida 33487
Attn: General Counsel
Site No./Name: US-UT-5040 / North 5th Street

3. **Ratification.** Except as amended herein, all of the terms and conditions of the Agreement are hereby ratified and confirmed in all respects and shall remain unchanged and continue in full force and effect.

4. **Conflict.** In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and supersede those set forth in the Agreement.

5. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

7. **Representations and Warranties.** To the extent applicable, each party hereby represents and warrants to the other party that such party has full right and authority to execute and enter into this Amendment and to perform the obligations imposed upon such party without the consent of any other party or person. Further, each of the persons executing this Amendment on behalf of such party hereby represents and warrants that such person is authorized to do so.

8. **Entire Agreement.** This and any attachments, which are hereby incorporated into and made a part of this Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

9. **Authority to Sign.** Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

10. **Counterparts.** This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[signatures on the following pages]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the day and year first above-written.

WITNESSES:

LANDLORD:

Tooele City Corporation,
a municipal corporation

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ as _____ of Tooele City Corporation, a municipal corporation.

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

[Tenant's Signature Page]

WITNESSES:

TENANT:

Eco-Site, LLC

a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ as _____ of Eco-Site, LLC, a Delaware limited liability company.

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

TOOELE CITY CORPORATION

RESOLUTION 2022-22

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A MODIFICATION TO THE THIRD-PARTY PUBLIC IMPROVEMENT INSPECTION REQUIREMENT FOR OVERLAKE 2A PHASE 2.

WHEREAS, Tooele City and the Developer Parties executed a Settlement Agreement, effective August 6, 2014, to end protracted litigation between the parties; and,

WHEREAS, Section 8 of the Settlement Agreement requires the City to allow, and the Developer Parties to utilize, the services of third-parties to inspect public improvements construction in all Overlake developments constructed by the Developer Parties; and,

WHEREAS, Perry Homes is in the process of obtaining approval for its Overlake 2A phase 2 subdivision, and has requested the opportunity to waive Section 8 for the limited purpose of this subdivision and for City inspectors to perform their normal inspection function, and including the payment of the City's public improvement inspection fees; and,

WHEREAS, the proposed Limited Waiver agreement is attached as Exhibit A; and,

WHEREAS, the City Administration recommends approval of the Limited Waiver inasmuch as it will allow City inspectors to verify the proper installation and construction of all Overlake 2A phase 2 public improvements for City ownership and long-term maintenance:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Limited Waiver document attached as Exhibit A is hereby approved as being in the best interest of the City, and that the Mayor is hereby authorized to execute the same.

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

Passed this ____ day of _____, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING:

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Limited Waiver

**WAIVER OF SECTION 8 OF OVERLAKE LITIGATION SETTLEMENT AGREEMENT
WITH RESPECT TO PHASE 2 OF OVERLAKE PHASE 2A**

This Limited Waiver of Settlement Agreement (this "Limited Waiver") is entered into as of the 15 day of March, 2022 by and among L.H. Perry Investments, LLC and Perry Homes, Inc. (the "Waiving Parties") and Tooele City (the "City"). All defined terms not otherwise defined herein shall have the meanings ascribed thereto in that certain Settlement Agreement related to the Overlake Development dated August 6, 2014 to which the Waiving Parties and the City are parties (the "Settlement Agreement").

WHEREAS the City and the Waiving Parties desire by this Limited Waiver to waive the applicability of Section 8 of the Settlement Agreement to that certain real property planned to be developed by the Waiving Parties and commonly known as Phase 2 of Overlake 2A as is further defined on EXHIBIT A, attached hereto (the "2A Phase 2 Property").

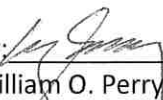
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Waiving Parties and the City agree as follows:

1. Paragraph 8 of the Settlement Agreement shall be inapplicable to the 2A Phase 2 Property. Instead, the inspections of all public improvements installed by the Waiving Parties at the 2A Phase 2 Property shall be subject to the regular public improvement inspection regime (including the payment of public improvement inspection fees) established by the City. There shall be no third-party inspections of the public improvements installed at the 2A Phase 2 Property.
2. Except for the waiver of Paragraph 8 of the Settlement Agreement with respect to the 2A Phase 2 Property, the Settlement Agreement remains in full force and effect. In the event of a conflict between the Settlement Agreement and this Limited Waiver, the provisions of this Limited Waiver shall govern.

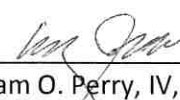
IN WITNESS WHEREOF, the Parties have executed this Limited Waiver effective as the date first written above.

PERRY HOMES, INC.

L.H. PERRY INVESTMENTS, LLC

By: 

William O. Perry, IV, Legal Counsel

By: 

William O. Perry, IV, Manager

TOOELE CITY

By: _____
Name:
Title:

ATTEST: City Recorder

EXHIBIT A
THE PROPERTY

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES SOUTH 89°40'06" WEST 42.00 FEET AND NORTH 00°22'25" WEST 246.21 FEET FROM THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE NORTHEAST CORNER OF THE OVERLAKE ESTATES 2A PHASE 1 SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES: (1) SOUTH 89°40'06" WEST 124.82 FEET, (2) NORTH 00°19'54" WEST 66.31 FEET, (3) SOUTH 89°40'06" WEST 440.00 FEET; THENCE NORTH 00°22'25" WEST 1119.62 FEET; THENCE NORTH 89°37'35" EAST 440.00 FEET; THENCE SOUTH 00°22'25" EAST 30.72 FEET; THENCE NORTH 89°37'35" EAST 124.77 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY OF 400 WEST; THENCE ALONG SAID RIGHT OF WAY SOUTH 00°22'25" EAST 1155.63 FEET TO THE POINT OF BEGINNING.

CONTAINS 636908 SQ. FT. OR 14.62 ACRES MORE OR LESS, 47 LOTS.

TOOELE CITY CORPORATION

RESOLUTION 2022-23

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE TOOELE CITY PURCHASING AGENT TO DISPOSE OF SURPLUS PERSONAL PROPERTY

WHEREAS, Section III.1.g. of the Tooele City Purchasing Policy, Guidelines, and Procedure (“Policy”)¹ provides that “When goods are deemed surplus, outdated, or no longer needed by a department, and are valued at \$100 or more, the Purchasing Agent will recommend the transfer or disposal of the goods. If the Purchasing Agent is recommending disposal, he/she will present a list of all goods valued at \$100 or more to the City Council for approval of disposal”; and,

WHEREAS, Policy Section V.1.a.(13) defines “goods” to mean “supplies, materials, equipment, wares, merchandise, and similar items”; and,

WHEREAS, the Police Department is in possession of a 2013 Dodge Journey and a 1999 Dodge Stratus, and the Parks Department is in possession of a 1996 Ford F-150 (“Goods”) which they deem to be surplus to the needs of Tooele City, detailed more fully in the attached Exhibit A, and request the assistance of the Purchasing Agent to dispose of those Goods by resolution presented to the City Council; and,

WHEREAS, the Goods are not evidence in a criminal prosecution, disposed of under UCA Chapter 24-3, and are not lost or mislaid property in the possession of the police department, disposed of under UCA Chapter 77-24a:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby declares the Goods to be surplus to the needs of Tooele City, and hereby authorizes the Purchasing Agent and the City Administration to dispose of the goods through live auction.

This Resolution shall take effect upon passage.

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

¹ Adopted by Ordinance 2019-19 on August 7, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

Debra E. Winn

Debra E. Winn

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

EXHIBIT A

List of Surplus Goods

2013 Dodge Journey, Serial #3C4PDCAB5DT671600 (Police),
1999 Dodge Stratus, Serial #1B3EJ46X5XN603099 (Police), and
1996 Ford F-150, Serial #1FTEF15Y9TNA09005, mileage 128,675, used at the Oquirrh
Hills Golf Course.



TOOELE CITY CORPORATION

RESOLUTION 2022-24

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

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

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

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

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

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

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. Winn

Debra E. Winn

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

List of Surplus Equipment

Device	Model	Serial Number
PhoneMaster	PhoneMaster	VB628094
HP Desktop	Prodesk	MXL4393P7X
Dell Desktop	Optiplex	416257
HP Desktop	Compaq	MXL202258S
Toro Desktop	TORO	117-0439S
HP Laptop	Probook	N/A
LG Monitor	Flatron	L192WS
NEC Monitor	Accusync	65160794na
HP Monitor	Compaq	4CU1500RJ
Viewsonic Monitor	LED	TEQ150662183
Bosch Recorder	DIVAR	N/A
HP Printer	Officejet 6600	CN32R6QGHZ
HP Printer	Laserjet m220fdw	CNB8H3249Q
HP Printer	Officejet 5252	TH8C37C186
HP Printer	Laserjet 2430dtn	CNGKB06167
Sharp Projector	Notevision	002912107
Sharp Projector	Notevision	001911465
Lapt Battery	N/A	N/A
HP Laptop	Probook	CNU0094GM5

Exhibit B

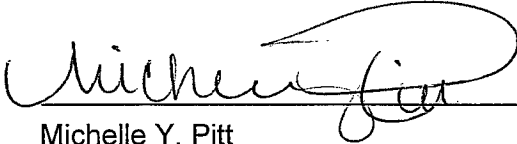
Disposal of Surplus Technology-Related Equipment Policy

Disposal of Technology-Related Equipment Procedure

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

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

Dated this 6th day of August, 2013,



Michelle Y. Pitt
Tooele City Recorder

TOOELE CITY CORPORATION

RESOLUTION 2022-26

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH ELITE GROUNDS L.C. FOR LANDSCAPING MAINTENANCE AT CITY BUILDINGS AND PARKS.

WHEREAS, the City Administration has found resource efficiencies in outsourcing landscaping maintenance at various City building and park locations; and,

WHEREAS, the Parks and Recreation Department solicited bids in compliance with City procurement policies and procedures; and,

WHEREAS, Elite Grounds L.C. submitted the low bid, with a total bid amount of \$69,640.22 (see the bid result tabulation attached as Exhibit A, and the itemized bid attached as Exhibit B); and,

WHEREAS, the proposed agreement with Elite Grounds is attached as Exhibit C:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (Exhibit C) with Elite Grounds L.C. for parks landscaping maintenance, in the amount of \$69,640.22, and hereby authorizes the Mayor to execute the agreement.

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 Results Tabulation

Exhibit B

Elite Grounds Itemized Bid

Exhibit C

Elite Grounds Agreement

2022 Landscape Maintenance Project, Bid Results

CONTRACTOR	TOTAL BID AMOUNT
Jensen Family Landscaping	\$224,250.00
American Maintenance	\$87,880.00
Elite Grounds	\$69,640.22
Brightview Landscape	\$84,114.00

PART 2 PRICE SCHEDULES

2.1 BID

NO.	LOCATION	AREA* (ACRES)	MAINTENANCE (PER WEEK)	TOTAL ANNUAL COST (26 Weeks)
1	Elton Park	10.22	\$ 626.11	\$ 16,278.86
2	City Park & Soft Ball Fields	4.03	\$ 246.89	\$ 6,419.14
3	Red Del Papa Ball Field	3.90	\$ 238.93	\$ 6,212.18
4	England Acres	6.28	\$ 384.73	\$ 10,002.98
5	Rancho / Spencer Field	6.00	\$ 367.58	\$ 9,557.08
6	Dow James Park / Ball Fields	8.58	\$ 525.64	\$ 13,666.64
7	City Hall	0.37	\$ 22.67	\$ 589.42
8	Main Street Park Strips	0.75	\$ 45.95	\$ 1,194.70
9	Veterans Park	0.87	\$ 53.30	\$ 1,385.80
10	Library	0.91	\$ 55.75	\$ 1,449.50
11	Fire Station #2	0.20	\$ 12.26	\$ 318.76
12	700 S 900 W Well House	0.10	\$ 6.13	\$ 159.38
13	530 S 525 W Detention Basin	0.20	\$ 12.26	\$ 318.76
14	1430 E 270 S Detention Basin	0.45	\$ 27.57	\$ 716.82
15	520 E Kings Landing Detention Basin	0.36	\$ 22.06	\$ 573.56
16	Aaron Dr & Berra Blvd Detention Basin	0.50	\$ 30.64	\$ 796.64
Total Bid				\$ 69,640.22

Note: * The acreage shown is for relative information only and may not be relied upon. **BIDDERS are responsible to verify the actual area measurements and to base their Bid upon the actual site conditions and area at each of the separate project locations.**



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and ELITE GROUNDS, LC of 754 West 700 South, Pleasant Grove, Utah 84062, a Limited Liability Company, (hereinafter “Contractor”) enter into this Agreement on the _____ day of _____, 2022 (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:

The Project consists of providing lawn mowing and maintenance services on park and public space properties owned by Tooele City Corporation, as shown on attached Exhibit A – 2022 Landscape maintenance Project - Project Locations.
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **Sixty-Nine Thousand Six Hundred Forty** Dollars and **Twenty-Two** Cents (**\$69,640.22**) for fully performing the Services, pursuant to invoice per the project Bid Schedule.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services for Maintenance Year 2022. By mutual agreement the parties may extend the terms of this Agreement for an additional two years.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

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

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

OWNER

CONTRACTOR

TOOELE CITY CORPORATION

ELITE GROUNDS, LC

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title:_____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date

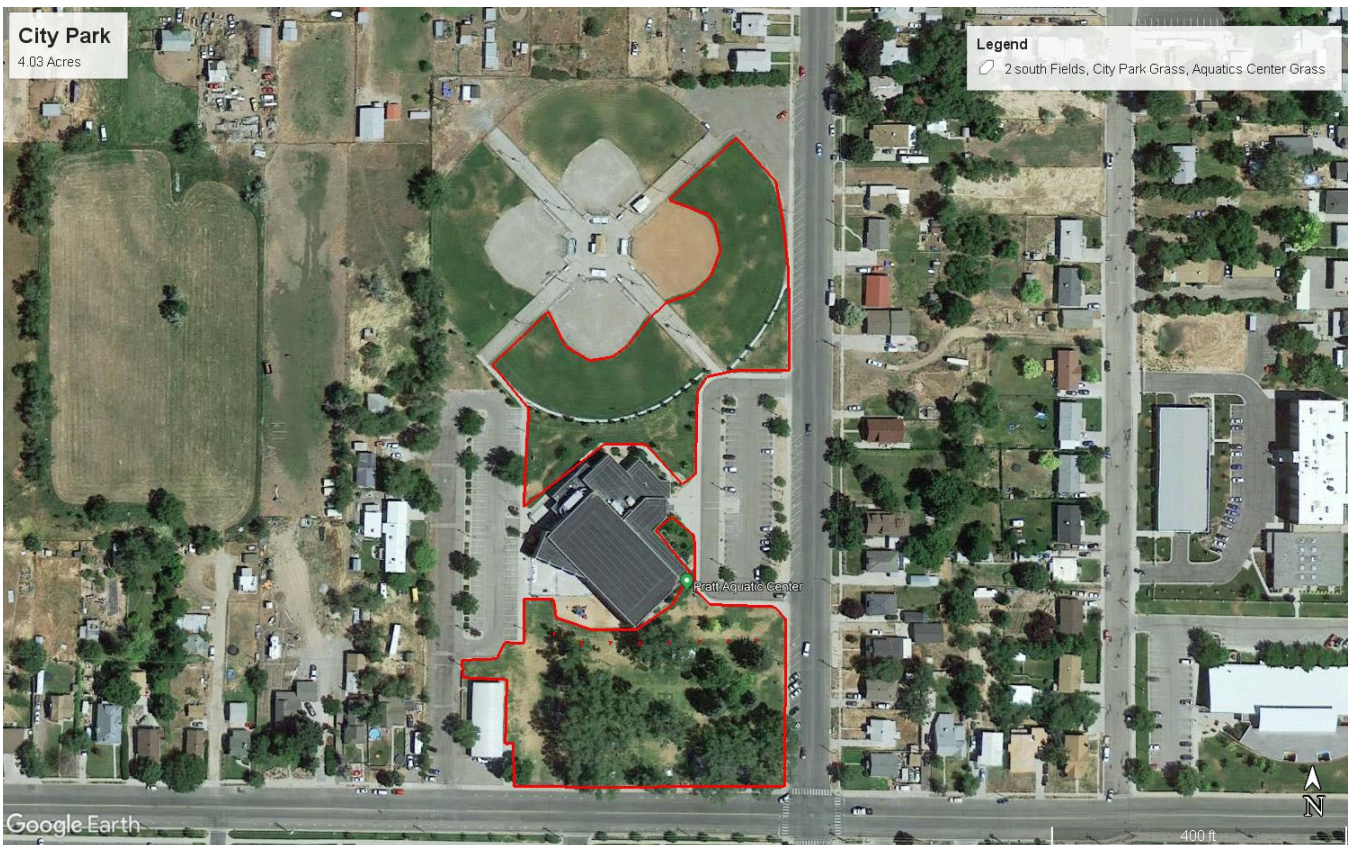


<u>NO.</u>	<u>LOCATION</u>	<u>NO.</u>	<u>LOCATION</u>
1	Elton Park	9	Veterans Park
2	City Park & Soft Ball Fields	10	Library
3	Red Del Papa Ball Field	11	Fire Station #2
4	England Acres	12	700 S 900 W Pump Station
5	Rancho / Spencer Field	13	530 S 525 W Detention Basin
6	Dow James Park / Ball Field	14	1430 E 270 S Detention Basin
7	City Hall	15	520 E Kings Landing Detention Basin
8	Main Street Park Strips	16	Aaron Dr & Berra Blvd Detention Basin

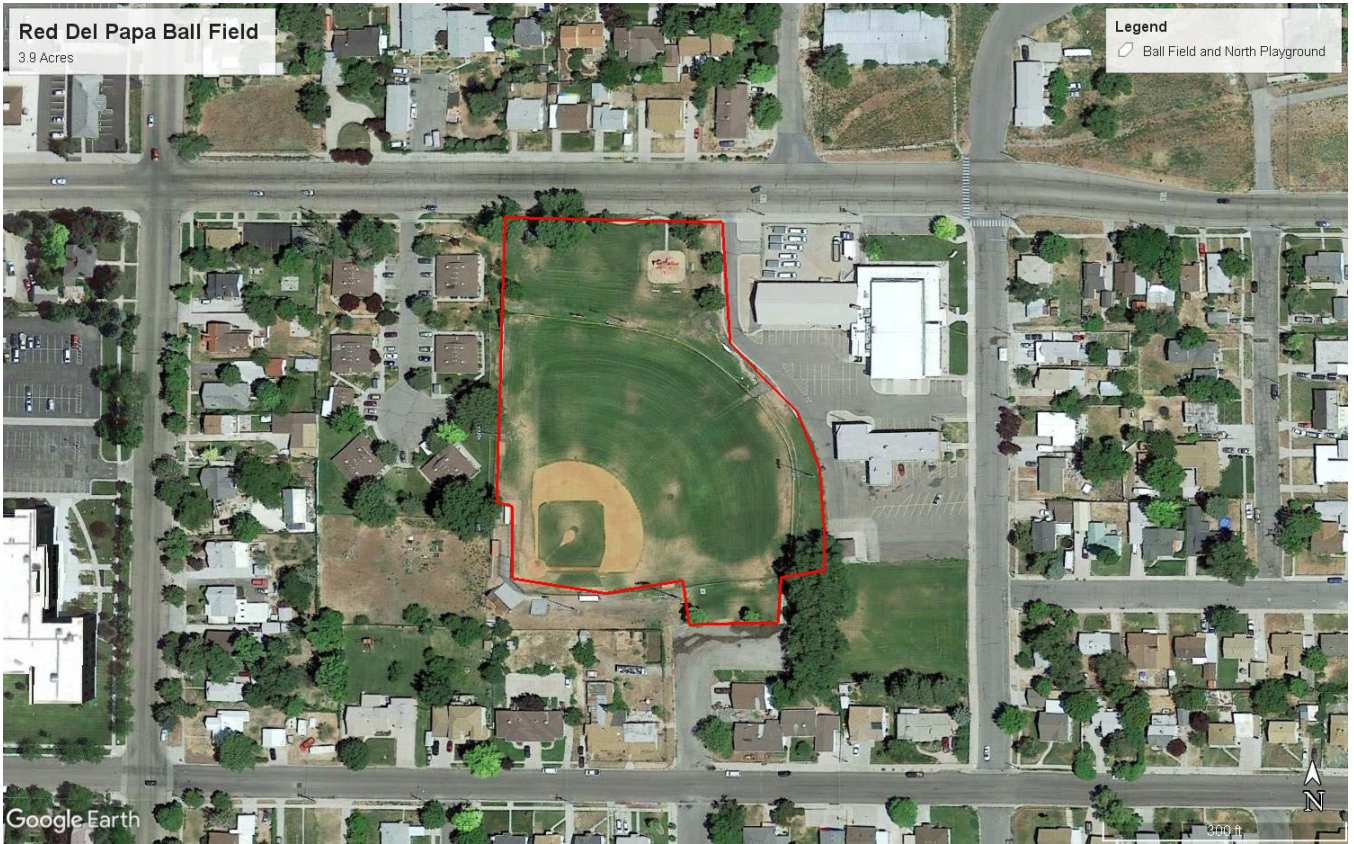
**EXHIBIT A
2022 LANDSCAPE MAINTENANCE PROJECT
PROJECT LOCATIONS**



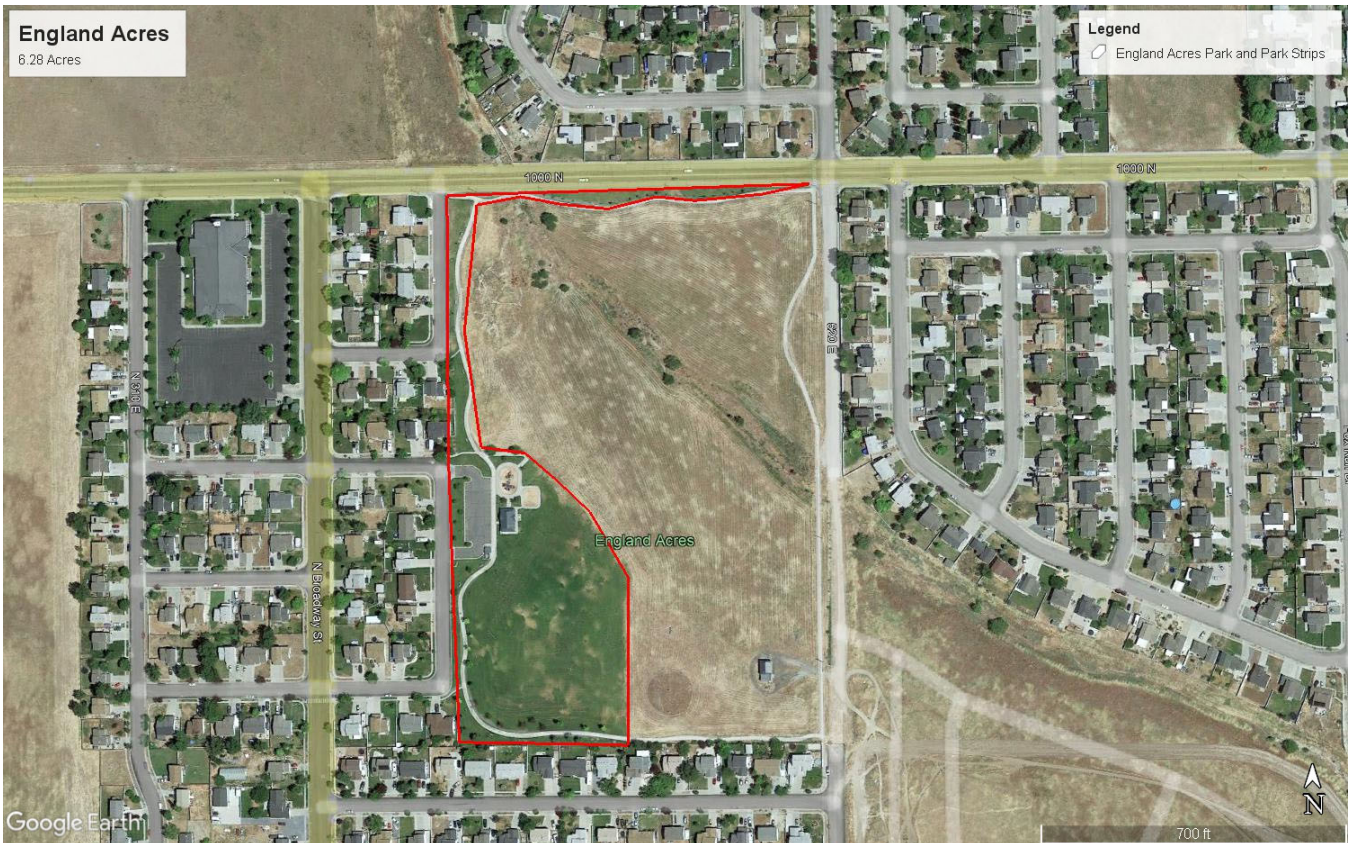
Location No. 1 — Elton Park



Location No. 2 — City Park and Soft Ball Fields



Location No. 3 - Red Del Papa Ball Field



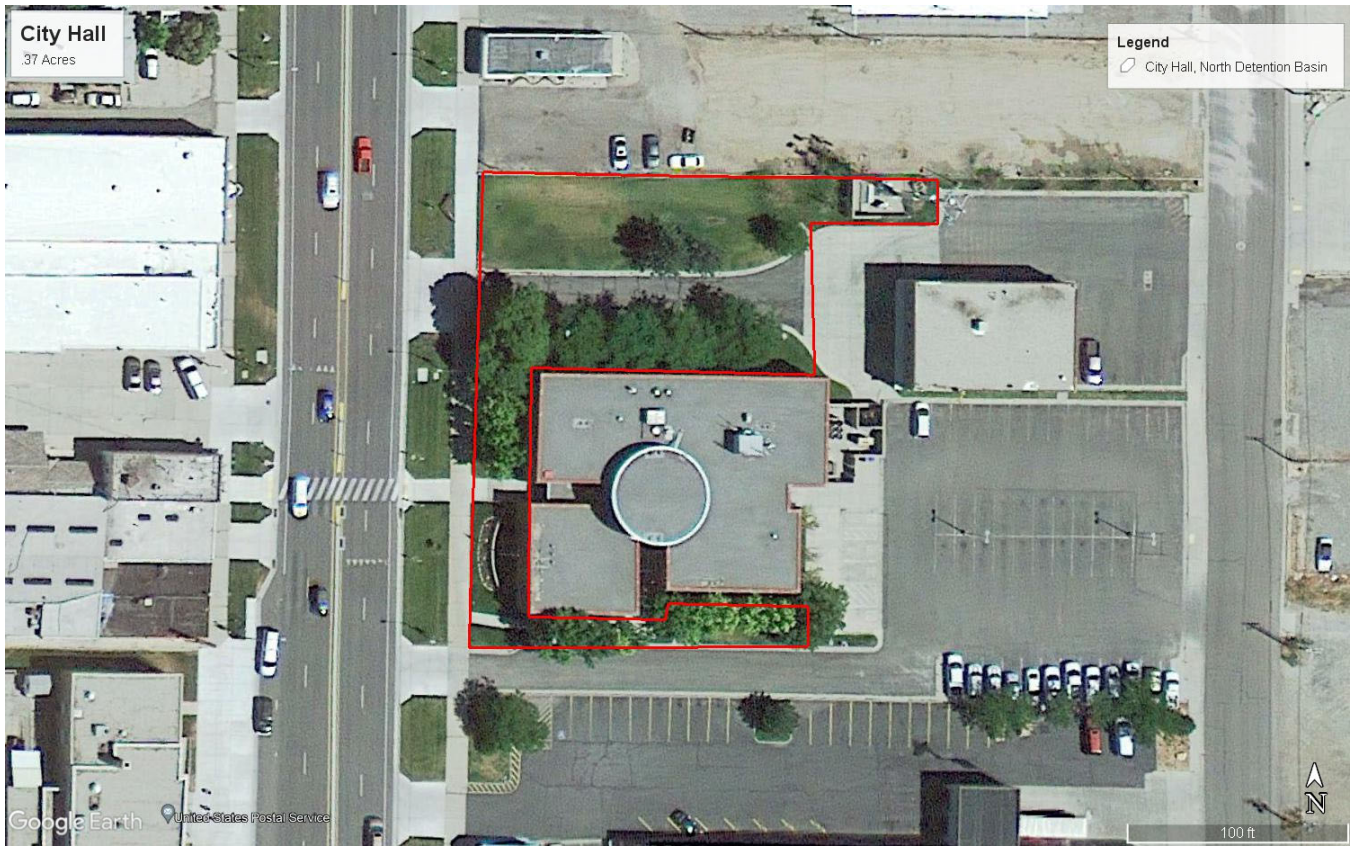
Location No. 4 - England Acres



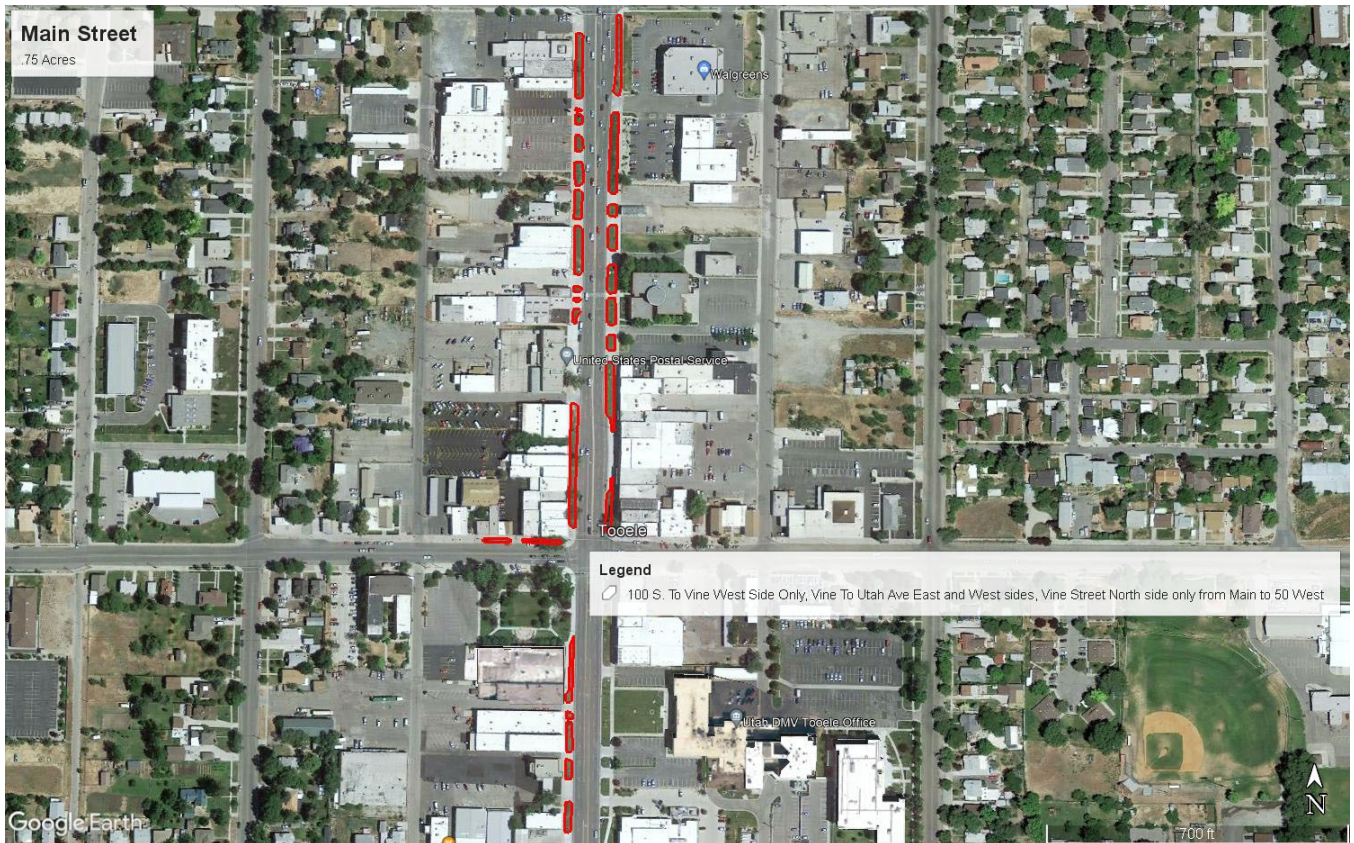
Location No. 5 - Rancho / Spencer Field



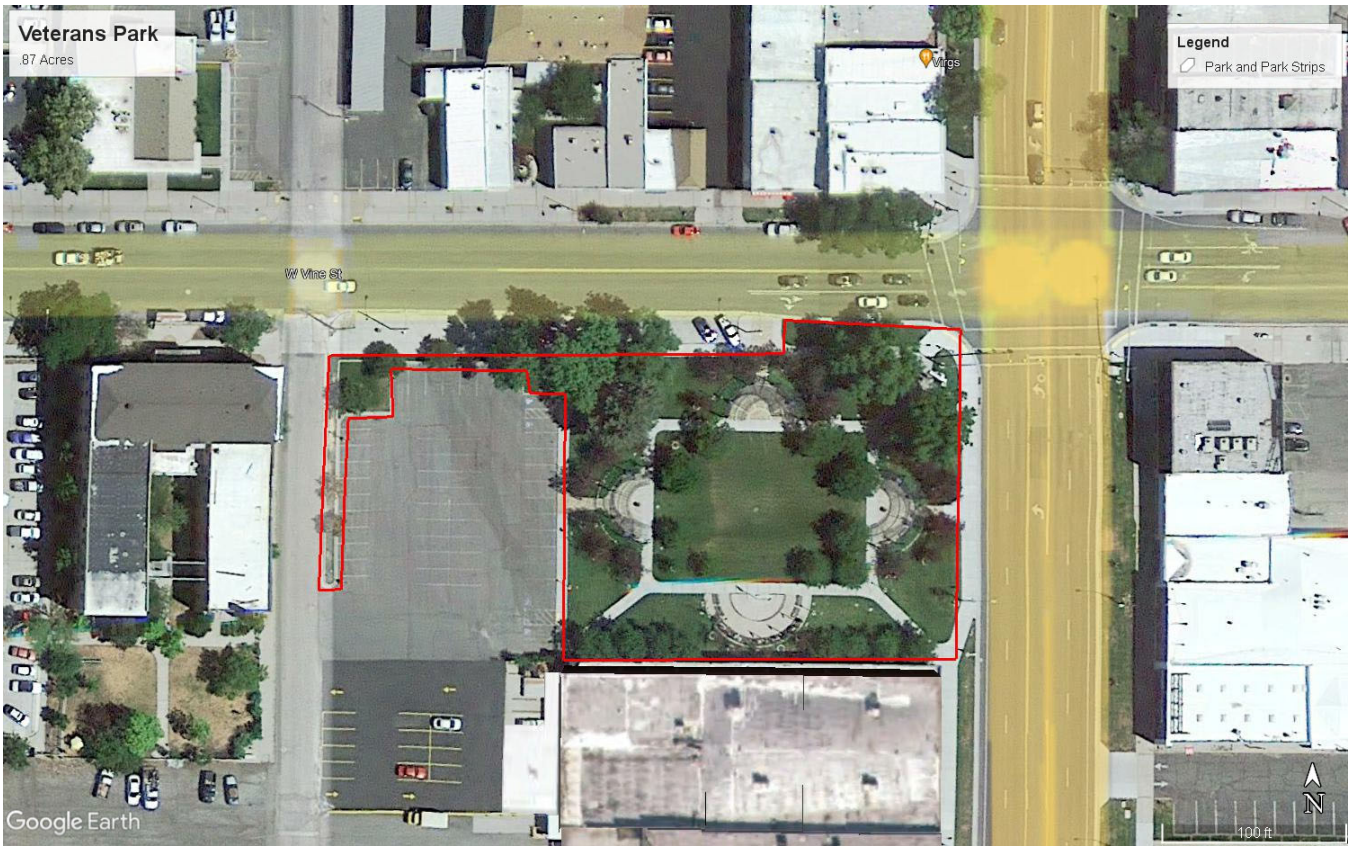
Location No. 6 - Dow James Park / Ball Field



Location No. 7 - City Hall



Location No. 8 - Main Street Park Strips



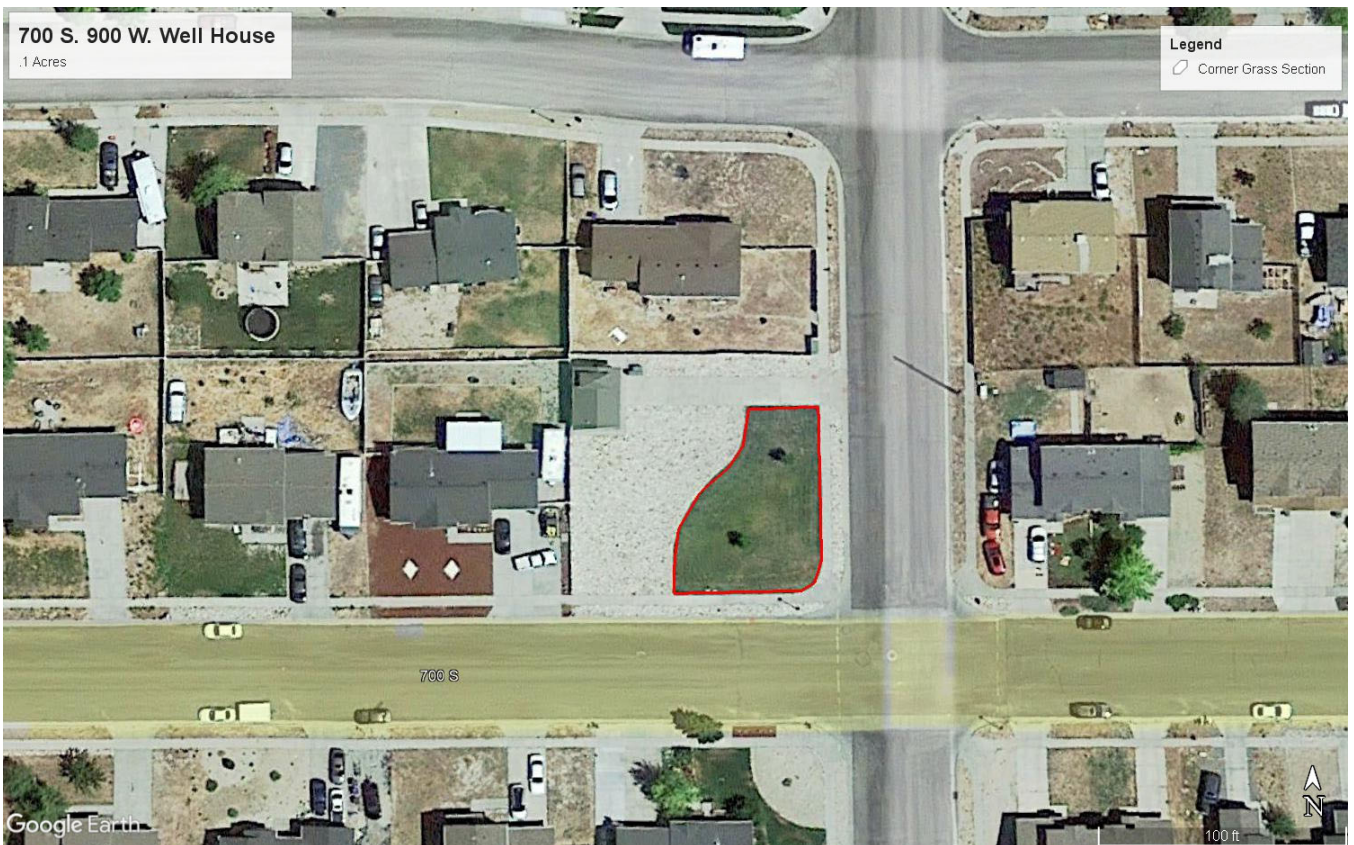
Location No. 9 - Veterans Park



Location No. 10 - Library



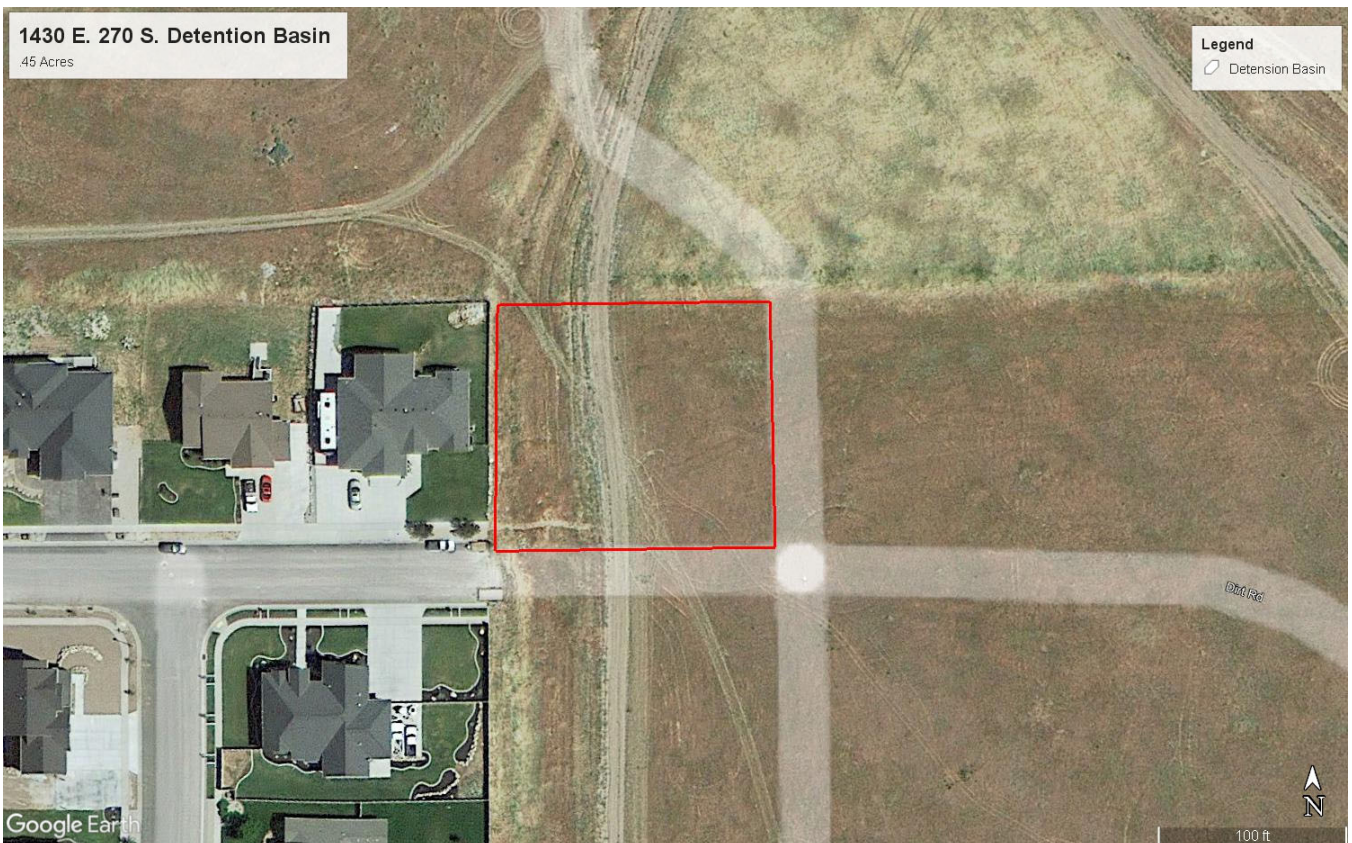
Location No. 11 - Fire Station No. 2



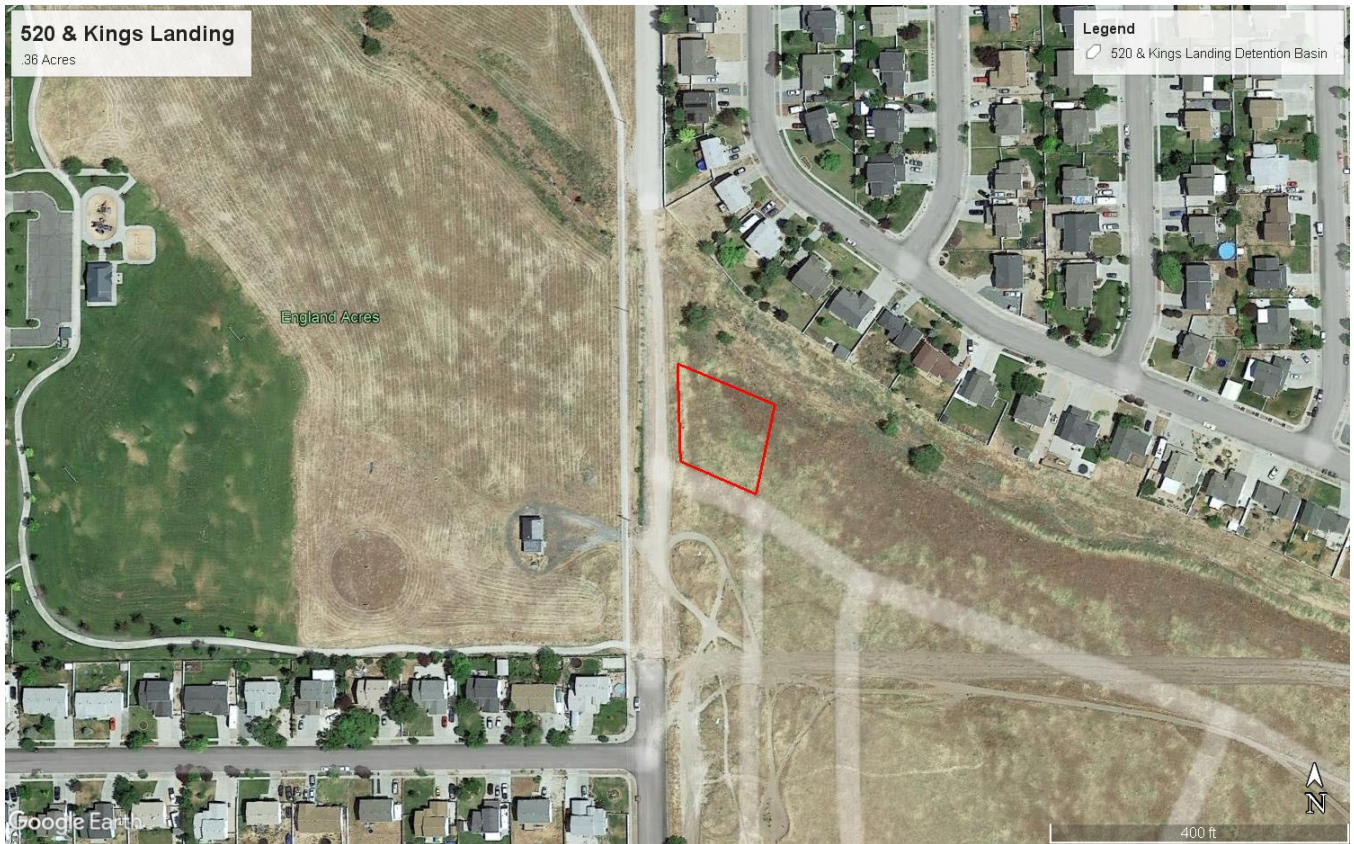
Location No. 12 - 700 South 900 West Pump Station



Location No. 13 - 530 South 525 West Detention Basin



Location No. 14 - 1430 East 270 South Detention Basin



Location No. 15 - 520 East Kings Landing Detention Basin



Location No. 16 - Aaron Drive & Berra Blvd. Detention Basin

TOOELE CITY CORPORATION

RESOLUTION 2022-27

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR COPPER CANYON PUD BETWEEN TOOELE CITY AND PHOENIX OF COPPER CANYON, LLC.

WHEREAS, Tooele City ("City") previously entered into a "Development Agreement for Copper Canyon P.U.D." ("Agreement") with Phoenix of Copper Canyon, LLC ("Developer"), dated April 13, 2012, as approved by the City, and expiring April 12, 2022; and,

WHEREAS, the Developer and the City have been in negotiations concerning the Development Agreement and the Copper Canyon PUD for some time, and are currently close to reaching an agreement on an amendment to the Development Agreement; and,

WHEREAS, because the Agreement is about to expire, the Developer is requesting that an Amendment be approved to the Development Agreement, extending the term of the Agreement for an additional six (6) months, in order to finalize the terms of this negotiated amendment, in a form acceptable to both parties; and,

WHEREAS, the City Administration believes the Amendment for extending the Development Agreement term by six months is in the best interest of Tooele City, and recommends its approval (see the Amendment attached as Exhibit A):

NOW THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to execute a First Amendment to the Development Agreement for Copper Canyon PUD. between the City and the Developer, as shown in Exhibit A.

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, City Attorney

Exhibit A

First Amendment to Development Agreement

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT FOR COPPER CANYON P.U.D.**

This First Amendment to the Development Agreement for Copper Canyon P.U.D. is entered into between Phoenix of Copper Canyon, LLC, a Utah limited liability company ("Developer"), and Tooele City Corporation, a charter city, municipal corporation, and political subdivision of the State of Utah (hereinafter "City"), located in Tooele County, Utah, which hereby agree as follows:

RECITALS

WHEREAS, on April 13, 2012, the parties entered into the Development Agreement of Copper Canyon P.U.D. ("Agreement"); and

WHEREAS, the Developer and the City have been in negotiations concerning the development of Copper Canyon P.U.D. for some time and are currently close to reaching an agreement on an amendment to the Agreement; and

WHEREAS, because the Agreement is about to expire, the parties are agreeing to extend the term of the Agreement for an additional six (6) months, in order to finalize the terms of this negotiated amendment, in a form acceptable to both parties:

AGREEMENT

NOW THEREFORE, by and in consideration of the terms and conditions of the Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following:

1. RECITALS. The above Recitals are true and correct and are hereby incorporated herein.
2. AMENDMENT.
 - a. The second sentence of Section 5 of the Agreement shall be deleted in its entirety and replaced with the following:

“Such vested rights shall be effective until ten (10) years **and six (6) months** from the Effective Date, with the option on the part of the Developer to extend such vested rights for an additional ten (10) years if (a) the terms of this Agreement have been substantially complied with by Developer and (b) Developer is proceeding with reasonable diligence in the development of the Project in the phases contemplated hereby, or (c) the terms of this Agreement are amended in such a way as to expressly modify the period of vested rights.”

- b. The parties agree that the purpose of the amendment in Section 2(a) above is to extend the term by six (6) months (resulting in the Agreement expiring on October 13, 2022) to facilitate a different negotiated amendment to the Agreement.
3. OTHER TERMS. Except as specifically amended, modified and supplemented by this Amendment, all of the other terms, covenants and conditions of the Agreement, including any applicable Addenda, remain in full force and effect.
 4. CONSENT AND WAIVER. Developer hereby consents to the foregoing and agrees that the execution of this Amendment shall in no manner or way whatsoever impair or otherwise adversely affect Developer's liabilities or obligations to the City under the Agreement or any other instrument set forth therein, all as modified by this Amendment.
 5. RATIFICATION. Except as modified by this Amendment, Developer hereby ratifies and confirms the continued validity and viability of all terms, conditions and obligations set forth in the Agreement or other related documents that may be executed in connection with this Amendment, all as modified by this Amendment.
 6. SEVERABILITY. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or of the remaining provisions of this Amendment.
 7. BINDING EFFECT. This Amendment shall bind the successors and assigns to the parties hereto and constitutes the entire understanding of the parties, which may not be modified except in writing.
 8. CONFLICT. As to any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall supersede and control over such other terms.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the 12th day of April, 2022.

TOOELE CITY CORPORATION

Debra E. Winn, Mayor

PHOENIX COPPER CANYON, LLC
a Utah limited liability company

Shon D. Rindlisbacher, Manager

Approved as to Form:

Attest:

Roger Baker, City Attorney

Michelle Pitt, Recorder

TOOELE CITY CORPORATION

ORDINANCE 2022-11

AN ORDINANCE OF TOOELE CITY ENACTING A TEMPORARY ZONING ORDINANCE REGARDING GARAGE PARKING IN MULTI-FAMILY RESIDENTIAL DEVELOPMENTS.

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, Utah Code Section 10-9a-505 enables Tooele City to "enact an ordinance establishing a temporary zoning regulation," without prior Planning Commission recommendation or public hearings, upon the City Council finding a "compelling, countervailing public interest" in doing so, with "temporary" meaning not to exceed six months; and,

WHEREAS, the Utah Supreme Court case of *Western Land Equities v. Logan City* (1980) identified and established a common law principle called the Pending Ordinance Rule, which provides that a land use or development "application for a permitted use cannot be refused **unless a prohibiting ordinance is pending at the time of application**"; further, "if a city...has initiated proceedings to amend its zoning ordinances, a landowner who subsequently makes application for a permit is not entitled to rely on the original zoning designation" (emphasis added); and,

WHEREAS, like UCA Section 10-9a-504, the Pending Ordinance Rule requires a legislative finding of a compelling, countervailing public interest; and,

WHEREAS, *Western Land Equities* also established Utah's vested development rights rule that, except for the Pending Ordinance Rule, a land use application establishes the date on which development rights vest, as well as the set of land use ordinances applicable to the approved land use; and,

WHEREAS, *Western Land Equities* recognizes the unfairness and the threat to the public interest where the announcement of a future zoning ordinance change would trigger a race to file and vest land use applications prior to the municipality's ability to follow the established lengthy process for amending land use ordinances, thus subverting and undermining the very public policies supporting the need for the zoning ordinance amendment; and,

WHEREAS, Tooele City Code Section 7-4-4, referring to Table 7-4-1, requires two off-street parking spaces for all dwellings, including detached single-family dwellings, attached single-family dwellings (e.g., townhouses, duplexes), condominiums, and apartments; and,

WHEREAS, on August 13, 2021, the Tooele City Zoning Administrator issued an administrative interpretation stating that, in a townhouse development, garages may not count toward off-street parking requirements, noting the occupant penchant to use garage space for storage rather than for vehicles, and that if townhouse driveways were not provided, occupant and visitor parking would be pushed on-street, undermining the legislative policy behind requiring off-street parking; and,

WHEREAS, the Zoning Administrator's administrative interpretation was not appealed pursuant to the administrative appeals procedure identified in the City Code (i.e., first to the Director of Community Development under TCC Section 1-27-4, then to the Administrative Hearing Officer under TCC Section 1-27-5 and Chapter 1-28); and,

WHEREAS, though no formal administrative appeals of the Zoning Administrator's administrative interpretation have been submitted pursuant to City Code procedures, other developers have complained about the administrative interpretation, which interpretation is the basis of the City's practice to not count garage space toward off-street parking requirements for townhouse developments; and,

WHEREAS, the City Administration and the City Council believe that the Zoning Administrator's administrative interpretation is correct, and further believes that the City Code should be amended to provide more predictable and understandable legislative language in support of that interpretation; and,

WHEREAS, were the City to allow townhouse developments to count garage space as off-street parking space, without adequate driveway lengths to provide off-street parking, and were occupants to use garages for storage, which is typical, off-street parking would of necessity be pushed on-street, with no other area for off-street parking; and,

WHEREAS, because townhouses are typically narrow structures on small narrow lots, the number of drive/garage access from the street are proportionately much higher than in single-family subdivisions, and the increased number of drive/garage accesses dramatically decreases the amount of on-street parking available to the public; and,

WHEREAS, streets within townhouse developments are often private streets, for internal traffic circulation, and thus can be narrower than public streets, as narrow as 26 feet under the International Fire Code, and with cars parked on both sides of the street due to insufficient off-street parking, the street becomes impassable to many emergency response vehicles (i.e., ambulances, fire trucks), impassable for two-way vehicle traffic,

and difficult even for one-way vehicle traffic, further exacerbating the public safety risks of predominant on-street parking; and,

WHEREAS, Tooele City has prior experience with precisely this scenario, including with The Fields of Overlake townhomes and West Pointe Meadows townhomes, in which garages are used for storage, no other (or insufficient) off-street parking spaces were provided, and both occupant and visitor parking are pushed onto the street; and,

WHEREAS, TCC Section 10-3-6 provides that “(1) It shall be unlawful to park a vehicle on any public right-of-way: (a) when snow is falling upon that vehicle; or, (b) when snow or ice have accumulated in any amount on the right-of-way upon which that vehicle is parked.” This legislatively-enacted regulation is necessary to allow adequate snow plowing, to reduce the risk of snow plows striking and damaging parked vehicles, to avoid injury to snow plow drivers and damage to snow plows, to remove snow from public streets sufficiently to allow safe vehicle travel, to allow safe emergency vehicle access including police vehicles, ambulances, and large fire apparatus, to preserve the full public street travel way for its intended purpose of traffic circulation, to allow safe garbage removal by large garbage trucks, to minimize stacking of deep snow against vehicles parked on the street in a way that the vehicles cannot move, among other things; and,

WHEREAS, TCC 10-3-6 recognizes the public safety risk of on-street parking in winter by providing, “Any vehicle parked in violation of this Section may be removed at the discretion of the Tooele City Police Department for creating public safety risks and for obstructing the City’s snow removal efforts”; and,

WHEREAS, while on-street parking is not prohibited during non-winter seasons, pushing *all* or nearly all occupant and visitor parking onto the street creates a real safety risk for children and other pedestrians crossing the street from between parked vehicles, reducing and confusing driver visibility of the roadway and of crossing children and other pedestrians, increasing risks for children and others riding bicycles in the roadway as required by State of Utah transportation regulations, among other dangers; and,

WHEREAS, developers have suggested that imposing a recorded covenant prohibiting storage of personal property in townhouse garages, and enforcing the covenant through a homeowner’s association, would mitigate the City’s on-street parking concerns. The City Administration and City Council believe, however, that the covenant would be ignored due in part to the lack of storage space inside small townhouse units, and would be practically and politically impossible to enforce, for the following reasons, among others:

- the covenant contradicts the normal, typical, popular, accepted, and expected resident behavior of using garages for personal property storage;
- enforcement of the covenant would be very unpopular with residents, creating contention and community division among the association board members and their neighbors;
- the covenant would be no more enforceable than a recorded covenant against sneezing, or waving to neighbors, or children playing in the yard; and,

WHEREAS, all of the above considerations and findings serve to support a finding of a compelling, countervailing public interest to require off-street parking other than garage space in townhouse developments and to disallow garage space to count toward off-street parking requirements; and,

WHEREAS, the City Administration avers that, when enacting its off-street parking regulations, the City Council intended for townhouse developments to provide off-street parking in addition to garage space, as with all single-family dwellings, though the Code does not specify minimum driveway lengths for townhouse developments; and,

WHEREAS, the City Administration recommends that the City Code be amended to disallow developers and their design professionals from counting garage space toward off-street parking requirements; and,

WHEREAS, following approval of this Ordinance and the temporary zoning regulation proposed herein, the City Council will have a maximum of six months to discuss and determine its legislative policy regarding counting garage space toward off-street parking requirements in townhouse, condominium, and other attached single-family dwelling developments; and,

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

1. This Ordinance 2022-11 is hereby approved; and,
2. The temporary zoning ordinance enumerated and described in this Ordinance 2022-11 is hereby temporarily enacted; and,
3. This Ordinance 2022-11 and the temporary zoning regulation are effectively immediately, as authorized by the Tooele City Charter; and,
4. For the duration of this temporary zoning regulation, all townhouse, condominium, and other attached single-family and multi-family developments shall provide the minimum required off-street parking spaces without considering garage space; and,
5. This Ordinance 2022-11 shall be in effect until a land use regulation is enacted following the regular Planning Commission, City Council, and public hearing and notice processes required by the Utah Code and the Tooele City Code, but in no event for longer than six months; and,
6. The City Administration, including planning staff, are hereby instructed to prepare draft City Code language on the subject of this Ordinance 2022-11 for consideration by the City Council; and,

7. Should a new land use regulation governing garage parking not be enacted within the six-month period referenced above, the existing City Code provisions will govern; and,
8. This Ordinance 2022-11 and its temporary zoning regulation shall have binding application upon all land use applications submitted after the date on which proceedings began to amend the City Code regarding garage parking, that date being March 18, 2022; and,
9. As required by Utah Code Section 10-9a-504 and *Western Land Equities*, the City Council hereby makes a finding of compelling, countervailing public interest in disallowing garage parking to count toward required off-street parking spaces due to the reasonably foreseeable risks to the public health and safety of occupant and visitor parking being located on the public streets, those risks being more fully described at length in the recitals above, which recitals are hereby incorporated into this finding; and,
10. Similarly, the City Council hereby finds that failing to approve this Ordinance 2022-11 and enact this temporary zoning ordinance, a residential parking crisis would result, as early as the next approved townhouse development in the vicinity of that development, with the crisis compounding with the proliferation of townhouses developments with inadequate off-street parking.
11. Nothing in this Ordinance 2022-11 shall be considered to eliminate or reduce the current visitor parking requirements of the City Code, and nothing shall allow dwelling unit driveways and garage space to be counted as visitor parking space.

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

IN WITNESS WHEREOF, this Ordinance is approved by the Tooele City Council this ____ day of _____, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

(If the mayor approves this ordinance, the City Council passes this ordinance with the Mayor's approval. If the Mayor disapproves this ordinance, the City Council passes the ordinance over the Mayor's disapproval by a super-majority vote (at least 4). If the Mayor neither approves nor disapproves of this ordinance by signature, this ordinance becomes effective without the Mayor's approval or disapproval. UCA 10-3-704(11).)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

**Tooele City Planning Commission
Business Meeting Minutes**

Date: Wednesday, March 23, 2022

Time: 7:00 p.m.

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

Commission Members Present:

Melanie Hammer
Nathan Thomas
Chris Sloan
Matt Robinson
Tyson Hamilton
Weston Jensen
Paul Smith
Alison Dunn

Commission Members Excused:

Melodi Gochis

City Council Members Present:

Maresa Manzione

City Council Members Excused:

Ed Hansen

City Employees Present:

Andrew Aagard, City Planner
Jim Bolser, Community Development Director
Paul Hansen, Tooele Engineer
Roger Baker, Tooele City Attorney

Minutes prepared by Katherin Yei

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

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Thomas.

2. Roll Call

Melanie Hammer, Present
Nathan Thomas, Present
Chris Sloan, Present
Matt Robinson, Present

6. Discussion on Ordinance 2022-11 An Ordinance of Tooele City Enacting a Temporary Zoning Ordinance Regarding Garage Parking in Multi-Family Residential Developments

Mr. Baker indicated his purpose of introducing the Commission to a temporary zoning ordinance regarding garage parking being counted for minimum required off-street parking in residential areas. There is a legal doctrine called the pending ordinance rule. Once a temporary zoning ordinance is put in place, all developments have to follow the it until it ends at six months or a new rule takes effect. If there is an important enough reason, compelling and countervailing, the City Council can impose a temporary zoning ordinance without the Planning Commission's recommendation and with public hearings. This is to help prevent a rush of applications to vest in the current regulations while new regulations are being formulated and are going through the regular process for enacting new land use ordinances.

The Planning Commission asked the following questions:

What is the difference between the temporary ordinance and a moratorium?

Does the new rule have to mirror the temporary ordinance?

Mr. Baker addressed the Planning Commission. The Council cannot declare a moratorium on their own rules, but they can change their rules. The pending ordinance doctrine allows the rules to change immediately without going through the regular process. It is temporary and for a period of up to 6 months. At 6 months, the ordinance will revert to previous or they need to have adopted something new. The new rule does not have to mirror the temporary ordinance. Any change has to go through the regular process. The current rules require two parking spaces for a single-family dwelling, which is usually accomplished by a driveway long and wide enough for two cars, and require garages with minimum dimensions. The concern is garages are often used for storage, and whether to count the garage apart of the minimum required off-street parking spaces. City Hall has received many complaints regarding on-street parking. Some townhouse developments do not have driveways or other off-street parking, and because of the higher densities more of the street frontage is used for drive approached, reducing the amount of on-street parking, forcing parking to spill over into neighboring developments. On-street parking during snow events is a violation of the City Code because it prevents safe and adequate snow plowing. In the opinion of the City Administration, this rises to the level of a compelling, countervailing public interest. The ordinance being presented is for a maximum six-month period, allowing garage space to not be included in off street parking. Anything proposed as a new permanent regulation will come back for further discussion and recommendations.

The Planning Commission shared their personal experience, expressing the need for the ordinance. They asked the following questions about the current requirements:

Does the City require the driveway to be long enough and wide enough to fit two cars?

What are the requirements for residential areas?

Is six months a realistic timeline to get the new ordinance in place?

Mr. Baker addressed the Planning Commission concerns. The process will include looking at the off-street parking requirements for single family, townhomes, and apartments. The requirement for single-family detached housing is 25 feet, requiring a two-car garage, and a 20-foot depth

between house and street, which required a driveway that accommodates two cars. The City does require setbacks in driveways and garages, requiring two spaces, and requiring off street parking. There are no extensions to the 6-month maximum. City staff must work efficiently to bring something forward before the temporary regulation reverts back to the current rule. The six months started with a public notice published on Friday, March 18th.

The Planning Commission shared their support.

7. City Council Reports

Council Member Manzione presented a brief overview of the City Council's meeting. The City Council wanted to hear a discussion and the opinions of the Commission regarding the annexation change. The Mayor is starting 'Monday with the Mayor', a presentation and discussion for the community. The meetings will be held the first Monday of every month in person or on Facebook live.

8. Review and Approval of Planning Commission Minutes for the Meeting Held on March 9, 2022.

There were no changes to the minutes

Commissioner Hamilton motion to approve the Planning Commission minutes from March 9, 2022. Chairman Robinson seconded the motion. The vote was as follows: Commissioner Hammer, "Aye", Commissioner Thomas, "Aye", Chairman Robinson, "Aye," Commissioner Hamilton, "Aye", Commissioner Sloan, "Aye", Commissioner Jensen, "Aye", and Commissioner Smith, "Aye". The motion passed.

9. Adjourn

Chairman Robinson adjourned the meeting at 8:07 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 April, 2022

Matt Robinson, Tooele City Planning Commission Chair

**Tooele City Mayor and Tooele City
Special Budget Meeting**

Date: Friday, March 9, 2022

Time: 5:30 p.m.

Place: Tooele City Hall, Large Conference Room
90 North Main St., Tooele, Utah

City Council Members Present:

Chairman Justin Brady

Ed Hansen

Tony Graf

Maresa Manzione

Dave McCall

City Employees Present:

Mayor Debbie Winn

Shannon Wimmer, Finance Director

Kami Perkins, Human Resource Director

Michelle Pitt, City Recorder

Minutes prepared by Michelle Pitt

1. Open Meeting

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

2. Roll Call

Justin Brady, Present

Tony Graf, Present

Ed Hansen, Present

Maresa Manzione, Present

Dave McCall, Present

3. Budget Discussion:

Ms. Perkins presented information on a proposed salary adjustment based upon prior budget discussions and data she had pulled from other cities.

It was decided to add an item to the March 16th work agenda to further discuss the proposed salary schedule.

4. Adjourn

Chairman Brady adjourned at 6:31 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 outline of what occurred at the meeting.

Approved this 6th day of April, 2022

Justin Brady, Tooele City Council Chair

Tooele City Council Work Meeting Minutes

Date: Wednesday, March 16, 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

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Michelle Pitt, City Recorder

Jared Stewart, Economic Development Coordinator

Jamie Grandpre, Public Works Director

Kami Perkins, HR Director

Andrew Aagard, City Planner

Holly Potter, Deputy City Recorder

Minutes prepared by Katherin Yei

1. Open City Council Meeting

Chairman Brady called the meeting to order at 5:34 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:

The Broadway Hotel is gone and the contaminates have been cleaned up.

'Monday's with the Mayor' will begin on Monday, April 4, 2022 at 7:00pm where they will discuss Police issues.

The City received a grant from Wasatch Front Regional Council for an active transportation plan for the City in the amount \$74,500.

The partnership and program Tooele City had with sister city, Kambarka, Russia is discontinued. Tooele City does support those whom want peace.

4. Council Member's Report

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

5. Discussion Items

A. Utah Well-Being Project Survey

Presented by Courtney Flint, USU - Utah Well-Being Project

Ms. Flint presented about the Utah Well-Being Project Survey. Tooele City has been a partner since 2019 which allows the surveys to help understand the pulse within the City to make educational and informed decisions. The survey is available for anyone 18 years and older and distributed to all residents of Tooele City.

B. Utah Housing Authority Harris Project

Presented by DeAnn Christiansen, Tooele County Housing Authority Executive Director

Ms. Jensen, development consultant, presented on the Harris Community Village. The Housing Authority and the community identified ways to serve the community at large, allowing this place to be for anyone in the community in need. The project started in 2020 and cost \$21,742,841. The location has 66 units, with 40 studio units and the remaining units being one- and two-bedroom areas. The site plan shows the plaza in the middle, housing in the back, and the community center forward facing.

The City Council shared their appreciation and excitement for the project.

Mayor Winn shared information regarding water for the project. They do have some water credits for the site, but they may need some water credits for the resource center area.

C. Impact Fee Waiver for the Murdock Subdivision and Harris Project

Presented by Roger Baker, City Attorney

Mr. Baker presented information on providing an impact fee waiver for the Murdock Subdivision and Harris project. The City Code allows impact fees to be waived up to \$10,000 per unit for affordable housing. There was an initiative to redefine what the waiver means and who can qualify. It was defined who is eligible and tied it to the Tooele County Housing Authority. It will not become an increase profit margin for the developer, but accomplishes the goal to reduce rents and mortgages and to relieve financial stress. They recognize there is a balancing discussion between incentivizing affordable housing and constructing important impact fee facilities. Every

fee waived is a dollar they don't have towards another impact fee project. They make up the difference from the general fund or other funds. They have given a fee waiver on Buffalo Pass and Buffalo Ridge. The fee waiver amount can be decided by the Council.

The Council showed their support of the project for impact fee waiver and expects the matter to be brought back in a future meeting for a vote.

D. Elton Park Cell Tower Lease Renewal

Presented by Roger Baker, City Attorney

Mr. Baker presented information on the lease renewal of Elton Park Cell Tower. The lease revenue when they build the tower is \$15,000 a year and a small escalator throughout the term of the lease. It provides a testing period, about a year, with an expiration, and able to renew for one year. The extension has expired and the contract does not give an automatic renewal of testing period. They have asked for additional year, because they are not ready to build a tower.

The City Council asked the following questions:
What is the reasoning for not building the tower yet?
Is there a competing company interested in the property?
When funds are received, where can they be used?

Mr. Baker addressed the Council's concerns. The company has not given a reason as to why they have not built yet, but the arrangement is beneficial for both parties. By keeping a legal interest in the property, it gives the company an opportunity to preserve their cell signal coverage. Any funds received are a general fund revenue.

The City Council showed their support for the renewal of the contract.

E. Nonresidential Zoning District Setbacks

Presented by Andrew Aagard, City Planner

Mr. Aagard presented information on nonresidential zoning district setbacks. The City received a zoning text amendment regarding the Industrial Zone setback from thirty feet to fifteen feet, enabling the existing buildings in the Industrial Depot to be subdivided into units. The setbacks for Light Industrial and Research and Development was increased to fifteen feet for side yards and twenty feet for rear yards. They have received applications that have found the setbacks to be cumbersome or prohibiting. The proposed text amendment, reduces the side yard to five feet and rear yards to ten feet. Previously to the amendment, the setbacks are set at zero. The staff does recommend a five-foot setback for maintenance and water drainage. The proposed amendments in the notes are in regards to easements, right of ways, and zero setbacks for multiple units in one application.

Council Member Hansen showed concern for the safety of the buildings hooked together on the old Main Street.

Mr. Aagard addressed the concerns. Those properties have mixed zones and could have zero lot line. However, it does have to meet building codes. Industrial zones have a more intense use that require more safety.

F. Budget Updates for Roads, Water, and Sewer

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented information on updated the budget for roads, water, and sewer. The street division for fiscal year 2022 completed the 1000 West rebuild with water line improvements, England Acres with the box covert, Vine Street storm drain and drive replacement, and the slurry seal projects. In fiscal year 2023 the street departments goals include, rebuilding Oak Hill Drive, Sunset Avenue, Deer hollow, Elk Meadows Loop, and 7th street. They will continue to do slurry seal, chip seal, and the sidewalk project.

The water division has drilled Berra Well and Red Del Papa Well. They need to build well houses next. They will continue with the installation of disc filters, the Headworks Building design and build, and sewer main lines.

The Council receives regular feedback regarding the bad condition of the road near Dow James and wondered how soon that will be redone. Seventh street is being widened; is there a sidewalk being added?

Mr. Grandpre addressed the Council's concerns. The road is not on the immediate list for improvements, but can be added. The Seventh street is being widened, and adding curb and gutter. Sidewalk cannot be added in spots because of a severe drop off.

G. 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

Mr. Grandpre presented the contract with Whitaker Construction for installation of disc filters at the water reclamation facility in the amount of \$490,137. Half of the cavity is filled with filters that need to be changed out.

H. Salary Schedule

Chairman Brady opened a discussion on the salary schedule that had been discussed during a retreat.

Mayor Winn shared why the salary schedule is the beginning part of the budget. The salary goes in first, then the line items.

The City Council shared their support for the salary schedule.

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

There is no closed meeting.

7. Adjourn

Chairman Brady adjourned the meeting at 6:44 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 April, 2022

Justin Brady, City Council Chair

Tooele City Council Business Meeting Minutes

Date: Wednesday, March 16, 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

Adrian Day, Police Department Chief

Roger Baker, City Attorney

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Jamie Grandpre, Public Works Director

Jared Stewart, Economic Development Director

Minutes prepared by Katherin Yei

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

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

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:

Ireland Andrews

Alex Andreasen

Cameron Tucker

4. Public Comment Period

No one came forward. The public Hearing was closed.

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

Chairman Brady presented information on reappointing Jed Winder for the North Tooele City Special Service District for another four-year term.

Council Member Manzione motioned to approve Resolution 2022-18. 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. 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

Mr. Grandpre presented the contract with Whitaker Construction for installation of disc filters at the water reclamation facility in the amount of \$490,137. Half of the cavity is filled with filters that need to be changed out. The Cavity is stainless steel, with the membranes needing to be replaces every 5-10 years.

Council Member Hansen motioned to approve Resolution 2022-19, Approving an Agreement with Whitaker Construction for the Installation of Disc Filters at the Tooele City Water Reclamation Facility. 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.

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

Presented by Jared Stewart, Economic Development Director

Mr. Stewart presented information on the public infrastructure district policy. This resolution was discussed in the previous work meeting. There were adjustments made to some of the language in the policy.

Council Member Manzione motioned to approve Resolution 2022-20 A Resolution of the Tooele City Council Adopting a Public Infrastructure District Policy. 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. 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

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, because the City recognizes the hardship of sewer backups and wants to help residents recover. 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 in the Governmental Immunity Act. The no-fault utilities assistance program allows residents to not file a fault-based claim but a no-fault application, which is not a 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.

Council Member Graf motioned to approve Ordinance 2022-09 An Ordinance of Tooele City Amending Tooele City Code Chapter 8-14 Regarding the No-Fault Utilities Assistance Program. 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.

9. Minutes

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

There are no changes to the minutes.

Council Member McCall motioned to approve Minutes. 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. Invoices

Ms. Pitt presented the following invoices:

Veolia Water Technologies, Inc. for repair of 3 motors at the wastewater plant in the amount of \$294,336.15

CDW-G for windows 2022 licensing in the amount of \$21,540.55

Tooele City Arts Council for the purchase of 10 life-size buffaloes for the Downtown Alliance in the amount of \$20,000

Council Member Graf motioned to approve the invoices. 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.

11. Adjourn

Chairman Brady adjourned the meeting at 7:29pm.

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 April, 2022

Justin Brady, City Council Chair