

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council, and the Tooele City Redevelopment Agency will meet in a Work Session, on Wednesday, September 6, 2017 at the hour of 5:00 p.m. The meeting will be held at the Tooele City Hall Large Conference Room located at 90 North Main Street, Tooele, Utah.

1. Open City Council Meeting

2. Roll Call

3. Discussion:

- **Eagle Scout Project – Purple Heart Parking Designation
Presented by Alex Anderson**
- **Infill Lots and Deferral Agreements**
- **Resolution 2017-37 A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Strawberry Water Users Subdivision
Presented by Paul Hansen**
- **Resolution 2017-32 A Resolution of the Tooele City Council Authorizing the Disposal of Lost or Mislaid Personal Property
Presented by Chief Ron Kirby**
- **Resolution 2017-33 A Resolution of the Tooele City Council Authorizing the Disposal of Property No Longer Needed as Evidence
Presented by Police Chief Ron Kirby**
- **Resolution 2017-38 A Resolution of the Tooele City Council Authorizing the Application for and Acceptance of Edward Byrne Justice Assistance Grant Funding for Police Department Equipment
Presented by Police Chief Ron Kirby**
- **Resolution 2017-40 A Resolution of the Tooele City Council Approving and Ratifying an Interlocal Agreement between Tooele City and Tooele County for 2017 Byrne Justice Assistance Grant Funds
Presented by Police Chief Ron Kirby**
- **Resolution 2017-39 A Resolution of the Tooele City Council Approving a Lease-Purchase Agreement with TCF Equipment Finance for the Purchase of a Toro Groundmaster 4100-D
Presented by Brian Roth**
- **Resolution 2017-42 A Resolution of the Tooele City Council Approving an Audit Agreement with WSRP Certified Public Accountants
Presented by Glenn Caldwell**
- **Vista Linda Phase 1 and Phase 2 - Final Plat Request
Presented by Jim Bolser**

4. Close Meeting

- **Litigation**
- **Property Acquisition**

5. Adjourn

Michelle Y. Pitt
Tooele City Recorder/RDA Secretary

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2110 or michellep@tooelecity.org, Prior to the Meeting.

TOOELE CITY CORPORATION

ORDINANCE 2017-19

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 5-6 REGARDING HOME OCCUPATIONS.

WHEREAS, Senate Bill 81 of the 2017 Utah general legislative session provides, in pertinent part, that “A municipality may not . . . charge a license fee for a home based business, unless the combined offsite impact of the home based business and the primary residential use **materially exceeds** the offsite impact of the primary residential use alone” [emphasis supplied] (see pertinent portions of SB81 attached as Exhibit A); and,

WHEREAS, Tooele City Code (TCC) Chapter 5-6 governs the business licensing of home based businesses, also known as home occupations (see current TCC Chapter 5-6 attached as Exhibit B); and,

WHEREAS, as approved in Tooele City Ordinance 2017-14 (June 7, 2017), TCC Section 7-1-5 defines a home occupation as “An accessory use consisting of a vocational activity conducted inside a dwelling unit or a structure accessory to a dwelling unit”; and,

WHEREAS, the land use aspects of home occupations are governed by TCC Title 7, including TCC Section 7-2-19 (Home Occupations) (see TCC Section 7-2-19 as amended by Ordinance 2017-14 attached as Exhibit C); and,

WHEREAS, TCC Section 7-2-19 (Home Occupations), TCC Chapter 8-4 (Abatement of Nuisances), and TCC Section 11-2-4 (Noises prohibited) already prohibit and restrict many higher-impact uses from being carried on in a dwelling unit as home occupations, both (1) directly by prohibition of specific uses (e.g., vehicle repair work, body and fender work, firewood sales, commercial stables, kennels, livestock, auctions, restaurants, nursing homes, funeral houses, welding, musical instruments instruction and practice consisting of more than two persons at a time) and (2) indirectly by the prohibition of nuisances and noises (see TCC Sections 8-4-3 and 11-2-4 attached as Exhibit D); and,

WHEREAS, the City Attorney and City Recorder are of the opinion that SB 81 creates impossible definitional burdens for municipalities, in that (1) it is not practicable to measure the impacts created by residential uses, individually or in the aggregate, as to any number of impacts (e.g., vehicle traffic, vehicle parking, pedestrian traffic, visitors to the dwelling, noise, vibration, light, etc.), and that (2) it is not practicable to measure the commercial impacts of home occupations, individually or in the aggregate, relative to the immeasurable residential impacts alone (see City Attorney email exchange attached as Exhibit E); and,

WHEREAS, by way of example, it is not practicable to measure whether the impact of a home occupation business of making and selling woodcrafts exceeds (let alone

“materially exceeds”) the impacts of a resident who is a woodcraft hobbyist and enthusiast; and,

WHEREAS, by way of another example, it is not practicable to measure whether the impact of a home occupation business of providing legal services preparing wills and estates exceeds (let alone “materially exceeds”) the impact of a resident who receives sales people, service people, delivery people, personal visitors, ecclesiastical visitors, babysitters, etc.; and,

WHEREAS, based on the above, the City Administrations recommended amendments to TCC Chapter 5-6 as shown in the attached Exhibit F; and,

WHEREAS, this ordinance is necessary for compliance with SB81:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that TCC Chapter 5-6 is hereby amended as shown in Exhibit G.

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 _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

SEAL

Approved as to Form:



Roger Evans Baker, City Attorney

Exhibit A

Pertinent Provisions of Senate Bill 81,
2017 Utah General Legislative Session

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LOCAL GOVERNMENT LICENSING AMENDMENTS

SB81

2017 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Jacob L. Anderegg

House Sponsor: Marc K. Roberts

7 **LONG TITLE**

8 **General Description:**

9 This bill modifies provisions related to a municipality's or a county's authority to license
10 a business.

11 **Highlighted Provisions:**

12 This bill:

- 13 ▶ amends provisions authorizing a municipality or a county to license a business;
- 14 ▶ prohibits a municipality or a county from requiring a license or charging a fee for
15 certain home based businesses; and
- 16 ▶ makes technical and conforming changes.

17 **Money Appropriated in this Bill:**

18 None

19 **Other Special Clauses:**

20 None

21 **Utah Code Sections Affected:**

22 AMENDS:

23 10-1-203, as last amended by Laws of Utah 2016, Chapter 350

24 17-53-216, as last amended by Laws of Utah 2008, Chapter 250

26 *Be it enacted by the Legislature of the state of Utah:*

27 Section 1. Section **10-1-203** is amended to read:

28 **10-1-203. License fees and taxes -- Application information to be transmitted to**
29 **the county assessor.**

30 (1) As used in this section:

31 (a) "Business" means any enterprise carried on for the purpose of gain or economic
32 profit, except that the acts of employees rendering services to employers are not included in
33 this definition.

34 (b) "Telecommunications provider" means the same as that term is defined in Section
35 10-1-402.

36 (c) "Telecommunications tax or fee" means the same as that term is defined in Section
37 10-1-402.

38 (2) Except as provided in Subsections (3) through (5) and (7)(a), and subject to
39 Subsection (7)(b), the legislative body of a municipality may license for the purpose of
40 regulation [and revenue] any business within the limits of the municipality, [and] may regulate
41 that business by ordinance, and may impose fees on businesses to recover the municipality's
42 costs of regulation.

43 (3) (a) The legislative body of a municipality may raise revenue by levying and
44 collecting a municipal energy sales or use tax as provided in Part 3, Municipal Energy Sales
45 and Use Tax Act, except a municipality may not levy or collect a franchise tax or fee on an
46 energy supplier other than the municipal energy sales and use tax provided in Part 3, Municipal
47 Energy Sales and Use Tax Act.

48 (b) (i) Subsection (3)(a) does not affect the validity of a franchise agreement as defined
49 in Subsection 10-1-303(6), that is in effect on July 1, 1997, or a future franchise.

50 (ii) A franchise agreement as defined in Subsection 10-1-303(6) in effect on January 1,
51 1997, or a future franchise shall remain in full force and effect.

52 (c) A municipality that collects a contractual franchise fee pursuant to a franchise
53 agreement as defined in Subsection 10-1-303(6) with an energy supplier that is in effect on July
54 1, 1997, may continue to collect that fee as provided in Subsection 10-1-310(2).

55 (d) (i) Subject to the requirements of Subsection (3)(d)(ii), a franchise agreement as
56 defined in Subsection 10-1-303(6) between a municipality and an energy supplier may contain
57 a provision that:

58 (A) requires the energy supplier by agreement to pay a contractual franchise fee that is
59 otherwise prohibited under Part 3, Municipal Energy Sales and Use Tax Act; and

60 (B) imposes the contractual franchise fee on or after the day on which Part 3,
61 Municipal Energy Sales and Use Tax Act is:

62 (I) repealed, invalidated, or the maximum allowable rate provided in Section 10-1-305
63 is reduced; and

64 (II) [~~is~~] not superseded by a law imposing a substantially equivalent tax.

65 (ii) A municipality may not charge a contractual franchise fee under the provisions
66 permitted by Subsection (3)(b)(i) unless the municipality charges an equal contractual franchise
67 fee or a tax on all energy suppliers.

68 (4) (a) Subject to Subsection (4)(b), beginning July 1, 2004, the legislative body of a
69 municipality may raise revenue by levying and providing for the collection of a municipal
70 telecommunications license tax as provided in Part 4, Municipal Telecommunications License
71 Tax Act.

72 (b) A municipality may not levy or collect a telecommunications tax or fee on a
73 telecommunications provider except as provided in Part 4, Municipal Telecommunications
74 License Tax Act.

75 (5) (a) (i) The legislative body of a municipality may by ordinance raise revenue by
76 levying and collecting a license fee or tax on:

77 (A) a parking service business in an amount that is less than or equal to:

78 (I) \$1 per vehicle that parks at the parking service business; or

79 (II) 2% of the gross receipts of the parking service business;

80 (B) a public assembly or other related facility in an amount that is less than or equal to
81 \$5 per ticket purchased from the public assembly or other related facility; and

82 (C) subject to the limitations of Subsections (5)(c) and (d):

83 (I) a business that causes disproportionate costs of municipal services; or

84 (II) a purchaser from a business for which the municipality provides an enhanced level
85 of municipal services.

86 (ii) Nothing in this Subsection (5)(a) may be construed to authorize a municipality to
87 levy or collect a license fee or tax on a public assembly or other related facility owned and
88 operated by another political subdivision other than a community reinvestment agency without
89 the written consent of the other political subdivision.

90 (b) As used in this Subsection (5):

91 (i) "Municipal services" includes:

92 (A) public utilities; and

93 (B) services for:

94 (I) police;

95 (II) fire;

96 (III) storm water runoff;

97 (IV) traffic control;

98 (V) parking;

99 (VI) transportation;

100 (VII) beautification; or

101 (VIII) snow removal.

102 (ii) "Parking service business" means a business:

103 (A) that primarily provides off-street parking services for a public facility that is
104 wholly or partially funded by public money;

105 (B) that provides parking for one or more vehicles; and

106 (C) that charges a fee for parking.

107 (iii) "Public assembly or other related facility" means an assembly facility that:

108 (A) is wholly or partially funded by public money;

109 (B) is operated by a business; and

110 (C) requires a person attending an event at the assembly facility to purchase a ticket.

111 (c) (i) Before the legislative body of a municipality imposes a license fee on a business
112 that causes disproportionate costs of municipal services under Subsection (5)(a)(i)(C)(I), the
113 legislative body of the municipality shall adopt an ordinance defining for purposes of the tax

114 under Subsection (5)(a)(i)(C)(I):

115 (A) the costs that constitute disproportionate costs; and

116 (B) the amounts that are reasonably related to the costs of the municipal services
117 provided by the municipality.

118 (ii) The amount of a fee under Subsection (5)(a)(i)(C)(I) shall be reasonably related to
119 the costs of the municipal services provided by the municipality.

120 (d) (i) Before the legislative body of a municipality imposes a license fee on a
121 purchaser from a business for which it provides an enhanced level of municipal services under
122 Subsection (5)(a)(i)(C)(II), the legislative body of the municipality shall adopt an ordinance
123 defining for purposes of the fee under Subsection (5)(a)(i)(C)(II):

124 (A) the level of municipal services that constitutes the basic level of municipal services
125 in the municipality; and

126 (B) the amounts that are reasonably related to the costs of providing an enhanced level
127 of municipal services in the municipality.

128 (ii) The amount of a fee under Subsection (5)(a)(i)(C)(II) shall be reasonably related to
129 the costs of providing an enhanced level of the municipal services.

130 (6) All license fees and taxes shall be uniform in respect to the class upon which they
131 are imposed.

132 (7) A municipality may not:

133 (a) require a license or permit for a business that is operated:

134 (i) only occasionally; and

135 (ii) by an individual who is under 18 years of age; or

136 (b) charge a license fee for a home based business, unless the combined offsite impact
137 of the home based business and the primary residential use materially exceeds the offsite
138 impact of the primary residential use alone.

139 [(7)] (8) The municipality shall transmit the information from each approved business
140 license application to the county assessor within 60 days following the approval of the
141 application.

142 [(8)] (9) If challenged in court, an ordinance enacted by a municipality before January
143 1, 1994, imposing a business license fee on rental dwellings under this section shall be upheld
144 unless the business license fee is found to impose an unreasonable burden on the fee payer.

145 Section 2. Section 17-53-216 is amended to read:

146 **17-53-216. Business license fees and taxes -- Application information to be**
147 **transmitted to the county assessor.**

148 (1) ~~For the purpose of this section, "business"~~ As used in this section, "business"
149 means any enterprise carried on for the purpose of gain or economic profit, except that the acts
150 of employees rendering services to employers are not included in this definition.

151 (2) ~~The~~ Except as provided in Subsection (4)(a), and subject to Subsection (4)(b), the
152 legislative body of a county may by ordinance provide for the licensing of businesses within
153 the unincorporated areas of the county for the purpose of regulation ~~and revenue~~, and may
154 impose fees on businesses to recover the county's costs of regulation.

155 (3) All license fees and taxes shall be uniform in respect to the class upon which they
156 are imposed.

157 (4) A county may not:

158 (a) require a license or permit for a business that is operated:

159 (i) only occasionally; and

160 (ii) by an individual who is under 18 years of age; or

161 (b) charge a license fee for a home based business unless the combined offsite impact
162 of the home based business and the primary residential use materially exceeds the offsite
163 impact of the primary residential use alone.

164 [(4)] (5) The county business licensing agency shall transmit the information from each
165 approved business license application to the county assessor within 60 days following the
166 approval of the application.

167 [(5)] (6) This section may not be construed to enhance, diminish, or otherwise alter the
168 taxing power of counties existing prior to the effective date of Laws of Utah 1988, Chapter
169 144.

Exhibit B

Current TCC Chapter 5-6

CHAPTER 6. HOME OCCUPATIONS

5-6-1. Definitions.

5-6-2. License required - Display.

5-6-3. Procedure.

5-6-4. License fees.

5-6-5. Inspections.

5-6-6. Zoning requirement.

5-6-7. Violation a misdemeanor.

5-6-1. Definitions.

The term "home occupation" shall have the meaning contained in Section 7-1-5 (Definitions) of this Code.

(Ord. 2012-36, 12-05-12); (Ord. 1983-22, 12-07-83)

5-6-2. License required - Display.

It shall be unlawful for any person to engage in a home occupation without first securing a business license therefor. The licensee shall conspicuously display such license in the licensed place of business so that the same is plainly visible to the public.

(Ord. 2012-36, 12-05-12); (Ord. 1983-22, 12-07-83)

5-6-3. Procedure.

Applicants for a license required by this Section shall comply with the provisions of Chapter 5-1 (General Provisions).

(Ord. 2012-36, 12-05-12); (Ord. 1987-24, 01-02-88); (Ord. 1983-22, 12-07-83)

5-6-4. License fees.

License fees for licenses issued pursuant to this Chapter shall be the same as set forth in Section 5-1-10 (License fees).

(Ord. 2012-36, 12-05-12); (Ord. 1983-22, 12-07-83)

5-6-5. Inspections.

The City reserves the right to inspect any premises licensed or applied to be licensed for home occupation for the purpose of protecting the public health, safety, morals, and welfare, but does not require all such premises to be inspected.

(Ord. 2012-36, 12-05-12); (Ord. 1983-22, 12-07-83)

5-6-6. Zoning requirement.

Home occupations shall comply with all land use regulations set forth in Title 7 of the Tooele City Code.

(Ord. 2012-36, 12-05-12); (Ord. 1987-24, 01-02-88); (Ord. 1983-22, 12-07-83)

5-6-7. Violation a misdemeanor.

Violation of the provisions of this Chapter is a misdemeanor punishable as provided in Section 5-1-33 (Violations and penalties).

(Ord. 2012-36, 12-05-12); (Ord. 1983-22, 12-07-83)

Exhibit C

TCC Section 7-2-19 as Amended by
Ordinance 2017-14

7-2-15. Lots in two districts.

Where a district boundary line is established by this Title, or shown on the zoning map, divides a lot which is in single ownership and of record, the use in the other district requirements applying to the least restrictive portion of said lot shall be considered to extend to the entire lot, provided the more restricted portion of such lot is entirely within thirty (30) feet of said dividing district boundary line. The use so extending shall be deemed to be conforming.

(Ord. 1983-05, 04-20-1983)

7-2-16. Lots in business, commercial or industrial districts adjacent to residential zones.

Where a lot in any business, commercial or industrial district abuts a lot in any residential district, there shall be provided along such abutting line a landscaped side yard. The size to be determined by the Planning Commission. Also, a privacy fence may be required on any lot which abuts a residential district.

(Ord. 1983-05, 04-20-1983)

7-2-17. Transition zones.

(1) Where the frontage on one side of a street between two intersecting streets is owned partially as residential and partially as business, commercial or industrial, or where any part of the street is so zoned as to require a front yard, a front yard shall be required for the entire block frontage equal to that required for the most restricted portion of the block.

(2) On any corner lot in a residential district, there shall be provided on the side street a side yard equal in depth to the required front yard depth on said street, except that upon any corner lot under separate ownership which is less than sixty (60) feet wide, this provision may be waived allowing a residence to be erected to within twelve (12) feet of the side yard. The side street shall be held to be on that side of the corner lot having the greater length. When a dwelling is erected to within twelve (12) feet of the side yard in this manner, it must maintain a twenty-five (25) foot rear yard, regardless of the location of the garage, or accessory building.

(Ord. 1983-05, 04-20-1983)

7-2-18. Public utilities in residential districts.

Where not otherwise authorized by this Title, the Planning Commission, if it determines that the best interests of the community will be served thereby, may permit as a conditional use the use of land in a residentially zoned district for a public utility building, electrical substation, radio or television relay station, including necessary tower, and other similar public utilities, provided that in all such cases:

(1) From the evidence presented, the Planning Commission finds that it is essential in order to

provide the area with adequate electrical, gas, telephone, television or radio service.

(2) It shall determine that due to certain peculiar conditions, the facility could not be located outside the residentially zoned district and properly serve the City.

(3) All structures on the premises are designed to conform to the residential character of the districts.

(4) All yard spaces as required for the permitted use in the district are provided.

(5) Adequate screening is provided for proper landscaping and fencing where the facility is not within a building.

(6) Such other conditions are met as may be deemed necessary by the Planning Commission to protect the character of the residential district.

Nothing in this section shall be interpreted as giving the Planning Commission the authority to permit a privately owned or operated commercial radio or television tower or station in any residential district. (Ord. 1983-05, 04-20-1983)

7-2-19. Home occupations.

Home occupations ~~are shall be~~ permitted upon compliance with the following:

(1) ~~shall must~~ be carried on entirely within the dwelling unit or accessory building on the premises;

(2) ~~shall not include the outside storage of goods, materials, or equipment;~~

(3~~2~~) ~~shall must~~ not involve any use of any outside yard area about the premises whereupon the dwelling unit or accessory building is located, except for customer parking ~~and except for fenced outdoor areas associated with a home occupation day care;~~

(4~~3~~) ~~shall must~~ be customarily incidental to the use of the dwelling for dwelling purposes;

(5~~4~~) ~~shall must~~ not change the ~~primary~~ character ~~and use~~ of the dwelling unit as a dwelling;

(6~~5~~) ~~shall must~~ be carried on ~~only~~ by persons residing in the dwelling unit;

(7~~6~~) ~~shall must~~ have no employees or assistants other than members of the immediate family, and only if such family members reside in the dwelling unit;

(8~~7~~) reasonable inventory related to the Home Occupation shall be allowed so long as such inventory is stored entirely within the dwelling unit or accessory building on the premises;

(9~~8~~) ~~shall must~~ not create a nuisance;

(10~~9~~) shall specifically exclude: ~~vehicle repair work, body and fender work, firewood sales, commercial stables, kennels, livestock, auctions, restaurants, nursing homes, funeral houses, welding, musical band instrument instruction and practice consisting of more than two persons members at a time;~~

(11~~0~~) ~~shall not display signs without advertising of said occupation by way of window displays or signs;~~

(12) shall not produce traffic volumes exceeding those produced by the dwelling unit by more than 10

average daily trips or a maximum of 20 trips during any 24-hour period;

(13) shall comply with all Federal, State, and local license and permit requirements;

(14+) nothing contained in this section shall be construed to supersede or otherwise render inoperative the provisions of the Tooele City Code concerning business licenses.

(Ord. 1987-24, 01-02-1988; Ord. 1983-05, 04-20-1983)

Exhibit D

TCC Section 8-4-3 (Definitions)
and
TCC Section 11-2-4 (Noises prohibited)

CHAPTER 4. ABATEMENT OF NUISANCES

- 8-4-1. Purpose.
- 8-4-2. Declaration regarding nuisances.
- 8-4-3. Definitions.
- 8-4-4. Nuisances and other unlawful conditions.
- 8-4-5. General enforcement authority.
- 8-4-6. Criminal penalties.
- 8-4-7. Civil penalties. (Repealed)
- 8-4-8. Nuisance abatement. (Repealed)
- 8-4-9. Notice of violation: content, extension.
- 8-4-10. Notice of violation: service.
- 8-4-11. Notice of violation: penalties.
- 8-4-12. Notice of violation: appeal.
- 8-4-13. Notice of violation: default judgment.
- 8-4-14. Notice of compliance.
- 8-4-15. Code enforcement order: authority.
- 8-4-16. Code enforcement order: enforcement.
- 8-4-17. Code enforcement order: appeal.
- 8-4-18. Stipulation agreement.
- 8-4-19. Recordation.
- 8-4-20. Withholding permits; appeal.
- 8-4-21. Abatement: emergency.
- 8-4-22. Abatement: non-emergency.
- 8-4-23. Recovery of Fees and Costs.
- 8-4-24. Abatement superfund.

8-4-1. Purpose.

The purposes of this Chapter include the protection of the public health, safety, and general welfare, and the implementation of City policies to promote the neat and orderly appearance of Tooele City.

(Ord. 2014-13, 10-15-2014) (Ord. 2006-08, 03-01-2006)
(Ord. 2004-22, 12-15-2004) (Ord. 1994-52, 10-25-1994)

8-4-2. Declaration regarding nuisances.

It is hereby declared that weeds, motor vehicles, objects, structures, graffiti, and certain conditions constitute a nuisance when they create a fire hazard, a source of contamination or pollution of water, air, or land, a threat to human health or safety, a breeding place or habitation for insects or rodents or other pests or vermin, or are unsightly, malodorous, or deleterious.

(Ord. 2014-13, 10-15-2014) (Ord. 2006-08, 03-01-2006)
(Ord 2004-22, 12-15-2004)

8-4-3. Definitions.

“Abandoned motor vehicle” means any motor vehicle which displays common indicia of abandonment.

“Abate” meant to effectuate an abatement.

“Abatement” means any action or proceeding commenced or pursued by the City to remove, alleviate, or correct a nuisance or other violation of this Chapter.

“Abatement period” means the 14-day period, beginning upon service of a notice of violation, within which abatement by a responsible person is required to be completed.

“Administrative hearing officer” means an administrative hearing officer appointed under Chapter 1-

28 of this Code.

“Association” means any business entity, including, without limitation, corporation, partnership, company, business, but not an individual.

“Code enforcement order” means an order issued by an administrative hearing officer in the context of an abatement commenced pursuant to this Chapter.

“Code enforcement performance bond” means a cash bond required by an administrative hearing officer and posted by a responsible person to gain compliance with this Chapter or with a code enforcement order.

“Code enforcement tax lien” means a lien recorded with the Tooele County Recorder and County Treasurer to facilitate the collection of all abatement-related costs, including monetary penalties, administrative fees, filing fees, and other reasonable and related costs.

“Department” means the Tooele City Community Development Department.

“Developed land” means real property, whether subdivided or not, upon which is built one or more buildings.

“Director” means the director of the Tooele City Community Development Department.

“Good cause” means incapacitating illness or accident, death of a parent, sibling, or child, lack of proper notice, or unavailability due to unavoidable and non-preventable emergency or circumstance.

“Graffiti” means any unauthorized inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted or engraved on or otherwise affixed to any surface of public or private property by any implement or material.

“Imminent hazard” means any condition that creates a present and immediate danger to the public health, safety, or welfare.

“Inoperable motor vehicle” means any motor vehicle which is mechanically not functionable for a period of over 30 days. The 30-day period may be extended by the Community Development Director for a maximum of 6 months upon proof by the owner of ongoing restoration.

“Junked motor vehicle” means a motor vehicle which has outlived its usefulness in its original form and which is commonly gathered up and sold to be converted into another product, either of the same or of a different kind, or as scrap.

“Monetary penalty” means the civil fines accrued for failure to complete an abatement. Monetary penalty does not include appeal filing fees, reinspection fees, or abatement costs.

“Motor vehicle” means any motorized vehicle which initially was designed or constructed to be self-propelled. The term “motor vehicle” includes, without limitation, automobiles, motorcycles, and heavy equipment.

“Notice of compliance” means a document issued by the City confirming that a responsible person has abated the nuisance and corrected the violations set out in a notice of violation, paid all fees, penalties, and costs associated with the notice of violation, and otherwise had fully complied with the requirements of this Chapter, all as determined by an Officer.

“Notice of violation” means a document prepared and issued by an Officer that informs a responsible person of a nuisance or other violation of this Chapter, and that contains an order to abate the nuisance or correct the violation.

“Nuisance” means anything offensive or obnoxious to the health, safety, or welfare of the inhabitants of the City; or any act or thing repugnant to, creating a hazard to, or having a detrimental effect on the property of another person or to the community, and includes, but is not limited to the following:

(a) A nuisance or public nuisance as defined by Utah law;

(b) junked, wrecked, unlicensed, abandoned, or inoperable motor vehicles not kept as provided in this Chapter.

(c) Any attractive nuisance which may prove detrimental to children, whether in a building, on the premises of a building, or upon an unoccupied lot. This includes any abandoned wells, shacks, basements, or excavations; abandoned refrigerators; or any structurally unsound fences or structures; or any lumber, trash, fences, debris or vegetation which may prove a hazard for inquisitive minors.

(d) Whatever is dangerous or detrimental to human life or health as determined according to the ordinances of Tooele City or Tooele County.

(e) Overcrowding a room with occupants so as to exceed the weight-carrying capabilities of the structure as determined by the Building Official, based upon the International Building Code or International Fire Code specifications for a similar structure.

(f) Insufficient ventilation or illumination as determined by the requirements of the International Mechanical Code.

(g) Inadequate or unsanitary sewage or plumbing facilities as determined by the International Plumbing Code.

(h) Uncleanliness as determined according to the ordinances of Tooele City or Tooele County.

(i) Whatever renders air, food, or drink unwholesome or detrimental to the health of human beings as determined according to the ordinances of Tooele City or Tooele County.

(j) To conduct any business of bone crushing or the making of glue or the manufacturing process involving the carcasses of dead animals or parts thereof in a manner that the odor or activities are obvious to 3 or more persons within 50 feet of the premises upon which the activity is conducted.

(k) To allow snow, ice, hail, or sleet to accumulate on any paved sidewalk abutting the property of any owner, occupant, or lessor, or to place or propel, or cause to be placed or propelled, snow, ice, or hail in the public way or in any manner which poses a hazard to vehicular or pedestrian traffic.

(l) To allow any lot or excavation to become the repository of stagnant water or decaying or offensive substances.

(m) To allow the growth of weeds or other

offensive, noxious, or undesirable vegetation upon property.

(n) To allow the existence of refuse or unsightly or deleterious objects, structures, or mechanical devices upon property.

(o) Graffiti upon any real property or appurtenant or accessory structures or fixtures.

“Officer” means Administrative Code Enforcement Officer and Ordinance Compliance Officer.

“Responsible person” means any property owner, occupant, or other person or association with control over property who allows, permits, causes, or maintains a nuisance or a violation of this Chapter to exist upon the property owned, occupied, or controlled. Use of the singular “person” in this Chapter includes the plural “persons.”

“Undeveloped land” means real property that is subdivided into one or more building lots or parcels of record to the extent that they are not built upon.

“Unimproved land” means real property that is not subdivided or built upon.

“Unlicensed motor vehicle” means any motor vehicle which is not currently registered or licensed by the State of Utah, but does not include vehicles exempt from registration under Utah law, provided that such exempt vehicle is operable.

“Violation” means any violation of this Chapter.

“Wrecked motor vehicle” means a motor vehicle which has been destroyed, disabled, or seriously damaged. (Ord. 2014-13, 10-15-2014) (Ord. 2006-08, 03-01-2006) (Ord. 2004-22, 12-15-2004) (Ord. 1994-52, 10-25-1994)

8-4-4. Nuisances and other unlawful conditions.

(1) It shall be unlawful for any person or association owning, occupying, or otherwise exercising control over real property in Tooele City to allow, permit, cause, or maintain a nuisance, including any of the following:

(a) weeds in excess of 6 inches in height upon real property or in the public right-of-way between the sidewalk and the curb line of any street, or, if the street is unimproved, within 6 feet of the edge of street pavement, except that weeds on unimproved land, of 5 or more acres, that are located at least 15 feet from any real property ownership line shall not be deemed a nuisance;

(b) the accumulation of garbage, refuse, or unsightly or deleterious objects or structures upon real property, unless contained in connection with an association lawfully situated and licensed for the same;

(c) junked, wrecked, unlicensed, or inoperable motor vehicles upon real property, for longer than 72 hours, except that up to 2 such vehicles or parts thereof may be stored within an enclosed building or completely screened by a sight-obscuring fence.

(d) abandoned motor vehicles;

(e) any other unsightly or deleterious condition that gives rise to a threat to human health or safety; and,

(f) the failure, by any person owning, occupying, or exercising control over any real property within the city, to remove graffiti from the property within 15 days after the graffiti appears on the property.

office buildings, transport facilities, and shops.

(u) "Public right-of-way" means any street, avenue, boulevard, highway or alley, or similar place, which is owned or controlled by a public governmental entity.

(v) "Pure tone" means any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purposes of measurement, a pure tone shall exist of the one-third octave band sound-pressure level in the band when the tone exceeds the arithmetic average of the sound pressure levels of the two contiguous one-third octave bands by five dB for frequencies of five hundred hertz (Hz) and above, by eight dB for frequencies between one hundred sixty and four hundred Hz, and by fifteen dB for frequencies less than or equal to one hundred twenty-five Hz.

(w) "Repetitive impulsive noise" means any noise which is composed of impulsive noises that are repeated at sufficiently slow rates such that a sound level meter set at the "fast" meter characteristic will show changes in sound pressure level greater than ten dB(A).

(x) "Sound" means a temporal and spatial oscillation in pressure, or other physical quantity, in a medium with interval forces that causes compression and rarefaction of that medium, and which propagates at finite speed to distant points.

(y) "Sound level meter" means an instrument, including a microphone, amplifier, RMS detector and integrator, time averager, output meter and/or visual display and weighing networks, that is sensitive to pressure fluctuations. The instrument reads sound pressure level when properly calibrated and is of Type 2 or better as specified in American National Standards Institute Publication S1. 4-1971 or its successor publication.

(z) "Sound pressure" means the instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space due to sound.

(aa) "Sound pressure level" means twenty times the logarithm to the base ten of the ratio of the RMS sound pressure to the reference pressure, which shall be twenty micropascals, denoted LP or SPL.

(ab) "Stationary noise source" means any device, fixed or movable, which is located or used on property other than a public right-of-way.

(ac) "Steady noise" means a sound pressure level which remains essentially constant during the period of observation, that is, that it does not vary more than six dB(A) when measured with the "slow" meter characteristic of a sound level meter. (Ord. 91-26, 12-12-91)

11-2-3. Sound level - Measurement method.

Sound level measurements shall be made with a sound level meter using the "A" weighting scale, in accordance with standards promulgated by the American National Standards Institute or other reasonable standards adopted and tested by the county health department. (Ord. 91-26, 12-12-91)

11-2-4. Noises prohibited.

(1) In addition to the specific prohibitions outlined in subsection (2) and Sections 11-2-6 and 11-2-9, or their successors, it is unlawful for any person to make, continue, or cause to be made or continued any noise disturbance within the limits of the city.

(2) The following acts are declared to be in violation of this chapter:

(a) sounding any horn or signaling device on any truck, automobile, motorcycle, emergency vehicle or other vehicle on any street or public place within the city, except as a danger warning signal as provided in Title 41 of the Utah Code, or the sounding of any such signaling device for an unnecessary or unreasonable period of time;

(b) (i) using, operating or permitting the use or operation of any radio receiving set, musical instrument, television, phonograph, drum or other machine or device for the production or reproduction of sound, except as provided for in subsection (2)(c), in such a manner as to violate Section 11-2-6 or its successor, or cause a noise disturbance.

(ii) operating any device listed in subsection (2)(b)(i) between the hours of ten p.m. and six a.m. Monday through Friday, and between the hours of ten p.m. through eight a.m. Saturday and Sunday in such a manner as to be plainly audible at the property boundary of the source or plainly audible at fifty feet (fifteen meters) from such device when operated within a vehicle parked in a public place or on a public right-of-way;

(c) using or operating a loudspeaker or sound-amplifying equipment in a fixed or movable position or mounted upon any sound vehicle in or upon any street, alley, sidewalk, park, place, or public property for the purpose of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmitting music to any persons or assemblages of persons in such a manner as to violate Section 11-2-6, or its successor, or cause a noise disturbance unless a permit as provided by Section 11-2-7 or its successor, is first obtained;

(d) selling anything by outcry within any area of the city zoned primarily for residential uses in such a manner as to violate Section 11-2-6 or its successor, or cause a noise disturbance. The provisions of this section shall not be construed to prohibit the selling by outcry of merchandise, food and beverages at licensed sporting events, parades, fairs, circuses and other similarly licensed public entertainment events;

(e) owning, keeping, possessing or harboring any animal or animals which, by frequent or habitual noisemaking, violate Section 11-2-6 or its successor, or causes a noise disturbance. The provisions of this section shall apply to all private and public facilities, including any animal pounds which hold or treat animals;

(f) loading, unloading, opening or otherwise handling boxes, crates, containers, garbage containers or other objects between the hours of nine p.m. and seven a.m. the following day in such a manner as to violate Section 11-2-6 or its successor, or cause a noise disturbance;

(g) operating or causing to be used or operated any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys, or appurtenances thereto, either:

(i) in residential or commercial zoning districts between the hours of nine p.m. and seven a.m. the following day; or

(ii) in any zoning district where such operation exceeds the second-level limits for an industrial land use as set forth in Section 11-2-6 or its successor;

(h) operating or permitting to be operated any power equipment rated five horsepower or less used for home or building repair or grounds maintenance, including, but not limited to a power saw, sander, lawnmower, garden equipment or snow removal equipment, in residential or commercial zones:

(i) outdoors between the hours of nine p.m. and seven a.m. the following day; or

(ii) any such power equipment which emits a sound pressure level in excess of seventy-four dB(A) measured at a distance of fifty feet (fifteen meters);

(i) operating or permitting to be operated, any power equipment, except construction equipment used for construction activities, rated more than five horsepower, including but not limited to chain saws, pavement breakers, log chippers, powered hand tools:

(i) in residential or commercial zoning districts between the hours of nine p.m. and seven a.m. the following day;

(ii) in any zoning district if such equipment emits a sound pressure level in excess of eighty-two dB(A) measured at a distance of fifty feet (fifteen meters);

(j) operating or permitting to be operated in any place of public entertainment any loudspeaker or other source of sound which produces, at appoint that is normally occupied by a customer, maximum sound pressure levels of one hundred dB(A), as read with the slow response on a sound level meter, unless a conspicuous and legible sign at least two hundred twenty-five square inches in area is posted near each public entrance stating: "WARNING: SOUND LEVELS MAY CAUSE HEARING IMPAIRMENT." This provision shall not be construed to allow the operation of any loudspeaker or other source of sound in such a manner as to violate Section 11-2-6 or its successor;

(k) permitting any motor vehicle racing event at any place in such a manner as to violate Section 11-2-6, or cause a noise disturbance, without first obtaining a permit as provided by Section 11-2-7 or successor sections;

(l) flying a model aircraft powered by internal combustion engines, whether tethered or not, or firing or operating model rocket vehicles or other similar noise-producing devices, between the hours of nine p.m. and seven a.m. the following day, or in such a manner as to violate Section 11-2-6 or its successor, or cause a noise disturbance;

(m) operating any motor vehicle with a dynamic braking device engaged, except for the aversion of imminent danger;

(n) operating or permitting to be operated or used any truck, automobile, motorcycle or other motor vehicle which, by virtue of disrepair or manner of operation, violates Section 11-2-6 or its successor, or causes a noise disturbance;

(o) operating or causing or permitting to be operated or used, any refuse-compacting vehicle which creates a sound pressure level in excess of seventy-four dB(A) at fifty feet (fifteen meters) from the vehicle;

(p) collecting garbage, waste or refuse between the hours of nine p.m. and seven a.m. the following day:

(i) in any area zoned residential, or within three hundred feet of an area zoned residential,

(ii) in any zoning district so as to cause a noise disturbance;

(q) operating or causing or permitting to be operated any motor vehicle or any auxiliary equipment attached thereto in such a manner as to violate Section 11-2-6 or its successor, or cause a noise disturbance for a consecutive period longer than fifteen minutes during which such vehicle is stationary in a residential zone;

(r) creating noise in excess of the residential standard, as defined in Section 11-2-6 or its successor, within the vicinity of any school, hospital, institution of learning, court, or other designated area where exceptional quiet is necessary, while the same is in use, provided conspicuous signs are displayed in the streets indicating that the same is a quiet zone;

(s) sounding, operating or permitting to sound or operate an electronically amplified signal from any burglar alarm, bell, chime or clock, including but not limited to bells, chimes or clocks in schools, houses of religious worship or governmental buildings, which fails to meet the standards set forth in Section 11-2-6 or its successor, for more than five minutes in any hour;

(t) sounding or causing the sounding of any whistle, horn or siren as a signal for commencing or suspending work, or for any other purpose except as a sound signal of imminent danger, in such a manner as to violate Section 11-2-6 or its successor, or cause a noise disturbance;

(u) (i) operating a recreational vehicle or snowmobile in a manner which violates Section 11-2-6 or its successor, or causes a noise disturbance,

(ii) selling or operating any recreational vehicle or snowmobile, manufactured after 1977, in the city unless such vehicle produces no more than a maximum sound level of eighty-two dB(A) at fifty feet (fifteen meters).

(Ord. 2011-18, 10-19-11); (Ord. 91-26, 12-12-91)

11-2-5. Exempt uses and activities.

The following uses and activities shall be exempt from noise level regulations:

(1) noise of safety signals, warning devices and emergency pressure-relief valves;

(2) noise resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency;

Exhibit E

City Attorney Email Exchange

Roger Baker

From: Cameron Diehl <cdiehl@ulct.org>
Sent: Tuesday, May 09, 2017 10:47 PM
To: Roger Baker
Subject: RE: Home Occupation Business Licensing under SB 81

Roger,
Thanks for the email. Your legal analysis about the bill is spot on. Politically, many members of the legislature insisted that cities would excessively charging business license fees of home occupation businesses and had several examples to back up their claims. The negotiated language was an attempt to preserve local authority within that political reality.

We discussed one approach at our LUAU training on Saturday that may be applicable to Tooele. The city could request that a home occupation business identify the lack of a potential impact which would thus qualify it for a fee waiver. Ultimately, your tight definition of home occupation business may eliminate the universe of home occupation businesses that would not qualify for the fee waiver.

You raise a fair question about whether it is worth the effort for a city to license home occupation businesses. I agree that the policy concerns weigh in favor of licensure even without cost recovery. For now, here we are.

See you in St. George and thanks again.

Cameron

From: Roger Baker [mailto:RogerB@TooeleCity.org]
Sent: Tuesday, May 09, 2017 4:14 PM
To: Cameron Diehl <cdiehl@ulct.org>
Subject: Home Occupation Business Licensing under SB 81

Cameron:

This week I set about to draft an amendment to the Tooele City Code regarding home occupation business licensing, which requires, of course, local definition of net impacts. The more I contemplate the question, the more I believe that such impacts neither can be defined nor measured, at least not in Tooele City.

Tooele City already prohibits home occupations that create nuisances, that generate more than X number of vehicle trips per day, that change the residential character of the house, and that utilize any portion of the property but the house. We already restrict signage and outdoor storage of inventory. We prohibit high-impact activities, such as, welding, body shops, auto repair, firewood sales, etc.

It might be possible to define impact in terms of noise, vibration, dust, smoke, light, etc. However, a homeowner who is a hobbyist, but not a business, can own a large woodshop that causes all of these effects in abundance. We could only charge a license fee for home businesses that generate more such effects that are allowed by a non-business resident. Measuring such impacts is an impossible task.

So, I have concluded that the only way for Tooele City to comply with SB 81 is to exempt all home occupation businesses from Tooele City's annual \$40 cost-recovery regulatory fee.

In 2016, Tooele City licensed 564 home occupation business and 559 other businesses. Because impacts cannot be legally defined (my initial opinion), fees cannot be charged, and SB 81 will result in the loss of \$22,560 to the general fund, a formidable sum. While business license fees are not supposed to generate revenue beyond the cost to regulate the sector, an employee still has to administer the home occupation business licenses, with no cost recovery possible. This puts a strain on all jurisdictions that license home occupations.

This strain, in turn, begs municipalities to question whether to license home occupation businesses at all. This question raises many and complex policy questions that I can discuss, but that local jurisdictions should be allowed to determine for themselves. I suspect most municipalities would decide that public policy weighs in favor of licensing home occupation businesses. Stripped of the cost-recovery revenue to license home occupations businesses, we have yet another drain on the general fund, with no revenue source to redirect except at the expense of other important municipal services.

Thus, I have concluded that both the definitional difficulty and the inability to recover costs impose substantial uncertainty and hardship to municipalities.

Roger Baker
Tooele City Attorney

Exhibit F

Proposed Amended TCC Chapter 5-6

CHAPTER 6. HOME OCCUPATIONS

5-6-1. Definitions.

5-6-2. License required - Display.

5-6-3. Procedure.

5-6-4. License fees - Exemption.

5-6-5. Inspections.

5-6-6. Zoning requirements.

5-6-7. Violation a misdemeanor.

5-6-1. Definitions.

The term "home occupation" shall have the meaning contained in Section 7-1-5 (Definitions) of this Code.

(Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-6-2. License required - Display.

It shall be unlawful for any person to engage in a home occupation without first securing a business license therefor, **unless expressly exempt by law**. The licensee shall conspicuously display such license in the licensed place of business so that the same is plainly visible to the public.

(Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-6-3. Procedure.

Applicants for a license required by this **Chapter Section** shall comply with the provisions of Chapter 5-1 (General Provisions).

(Ord. 2012-36, 12-05-2012) (Ord. 1987-24, 01-02-1988) (Ord. 1983-22, 12-07-1983)

5-6-4. License fees - Exemption.

(1) License fees for licenses issued pursuant to this Chapter shall be the same as set forth in Section 5-1-10 (License fees).

(2) **A home occupation business is exempt from the license fees required by subsection (1), above, unless the combined offsite impact of the business, together with the primary residential use, is anticipated to, or is shown to, materially exceed the offsite impact of the primary residential use alone. The City Recorder shall determine the anticipation or existence of such impacts.**

(Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-6-5. Inspections.

The City reserves the right to inspect any premises licensed or applied to be licensed for home occupation for the purpose of protecting the public health, safety, ~~morals,~~ and welfare, ~~but does not require all such premises to be inspected.~~

(Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-

1983)

5-6-6. Zoning requirements.

Home occupations shall comply with all land use regulations set forth in Title 7 of the Tooele City Code. (Ord 2012-36, 12-05-2012) (Ord. 1987-24, 01-02-1988) (Ord. 1983-22, 12-07-1983)

5-6-7. Violation a misdemeanor.

Violation of the provisions of this Chapter is a **class B** misdemeanor punishable as provided in Section 5-1-33 (Violations and penalties).

(Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-1983)

TOOELE CITY CORPORATION

RESOLUTION 2017-37

A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE STRAWBERRY WATER USERS SUBDIVISION.

WHEREAS, Tooele City previously approved a subdivision final plat for the Strawberry Water Users subdivision; and,

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

WHEREAS, the required verification associated with the subject project has been provided by way of the Certificate of Completion of Public Works attached as Exhibit A; and,

WHEREAS, Strawberry Water Users had a proper bond agreement with Tooele City, and the one-year warranty period for the public improvements has expired:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the completed public improvements associated with the Strawberry Water Users subdivision are hereby accepted.

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

Approved this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

_____	_____
-------	-------

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

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

Exhibit A

Certificate of Completion of Public Works (end-of-warranty)

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



Certificate of Acceptance of Public Works
 (End of One-Year Warranty)

Date: 08/21/2017

Permit No: 2150381	Public Work Elements*	Completed	Not Required
Project Name: Strawberry Water Users	Culinary Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Address: 2400 North 400 East Tooele Utah 84074	Secondary Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Storm Drain / Pond	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Roads	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Owner/Developer: Strawberry Water Users PO box 70 Payson Utah 84651	Curb & Gutter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Sidewalk	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Street Lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Landscaping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Other:		

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

Based upon review of documentation provided by the Developer/Owner, inspection records on file with the Community Development Department and upon site review, all public improvements for the above referenced project have been satisfactorily completed in accordance with the approved construction plans and specifications and Tooele City Standards. It is hereby recommended that the City Council accept the associated public improvements at this time.

Recommended By	Title	Date
	Civil Inspector	08/21/2017
	City Engineer / Public Works	8-21-17
	Community Development	8/21/17

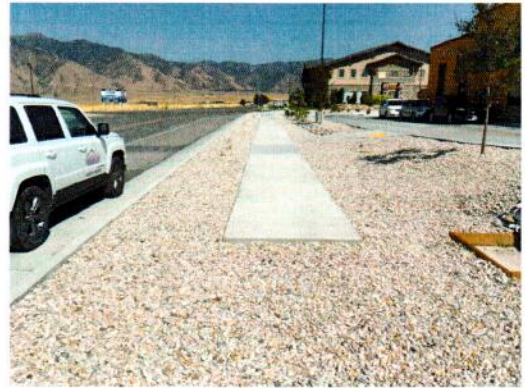
Acknowledged and Accepted _____
 City Council, Chair _____
 Date _____

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



Certificate of Acceptance of Public Works
(End of One-Year Warranty)

Permit No: 2150381
Page 2 of 2



TOOELE CITY CORPORATION

RESOLUTION 2017-32

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE DISPOSAL OF LOST OR MISLAID PERSONAL PROPERTY.

WHEREAS, in the regular course of business, the Tooele City Police Department comes into possession of substantial quantities of lost, misplaced, and unclaimed personal property; and,

WHEREAS, Utah Code Chapter 77-24a governs the disposal of such unclaimed personal property, which property may be sold, destroyed, or applied to a public interest use (i.e., used by the police department as authorized by the City Council, or donated to a registered Utah nonprofit charity); and,

WHEREAS, prior to disposing of unclaimed personal property, the police department must comply with the notice procedures described in U.C.A. §§77-24a-4 and -5; and,

WHEREAS, attached to this Resolution as Exhibit A is a detailed list of unclaimed personal property which the police department seeks City Council authorization to apply to a public interest use:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the unclaimed personal property shown in the attached Exhibit A is hereby authorized for one of the following dispositions:

- (a) sale at public auction with the sales proceeds applied to a public interest use; or,
- (b) application to a public interest use; or,
- (c) destruction, if the item is unfit for sale or a public interest use, in the discretion of the Chief of Police.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter, except that the unclaimed personal property listed in Exhibit A may not be sold or otherwise disposed of until nine days after the date of publication and posting referred to above and required by U.C.A. §77-24a-5(1).

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

Approved as to Form: _____
Roger Baker, City Attorney

Exhibit A

Property List for Approval by Legislative Body for
Public Interest Use

City Council Approval for Unclaimed Property Disposal as Public Interest
Use
2017 -Tooele City Police Department

The following is a list of unclaimed property being held in the evidence room at the police department. The bikes will be donated to the West Valley Fire Dept. to be repaired and sold with the proceeds being donated to the University of Utah Burn Unit. The remainder of the property listed will be converted to public interest use. Property not used by the city will be donated to the Deseret Industries.

2008-002911	Red/Silver Mongoose Bike – HM0509892
2009-004077	Black and Red Mtn Bike - 30514963
2011-007110	Blue and Silver, Next Mtn Bike - 74286081
2011-007882	Giant Boulder Bike – C86HB9271
2012-004034	White freestyle bike – CH0360
2013-009380	22” RCA TV – 3506LD22B45A103490
2011-006195	Magna Red and chrome Mtn Bike – 00TD983785
17-T00586	Huffy Bicycle - AL13L129176
2015-007332	ATV Tool Box
2015-008973	Stroller w/child seat
2009-001906	Next Chaos Bike – GB050912933
2015-008680	Socket Set and 2 nail guns
2014-009371	Weed Wacker w/string and Cast Iron Skillet and Pot
2015-010217	Ring with 9 clear white stones
17-T01467	32” Hisense Roku TV Model 32H4C - 32G164381H03121
2011-014861	Grey tub of clothing
2011-014861	Grey tub of clothing
2011-014861	Grey tub of clothing
2011-014861	Blue tub of clothing
2011-014861	Blue basket of clothing
2011-014861	Green duffle bag of clothing
2011-014861	Costume Jewelry
2011-014861	Bag of misc tools
2011-014861	Laptop Computer (Belkin)
2011-014861	Night Vision SN 0227230
2011-014861	Bag of lotion and perfume
2011-014861	Makita Grinder SN 339399
2011-014861	Craftsman Shop Vac SN 10310R0289
2011-014861	HP Laptop Pavilion SN 2CE1381GNQ
2011-014861	Masterlock Electric 2000 lb Winch
2011-014861	Makita Chop Saw SN 00259139
2011-014861	Milwaukee Sawsall SN B02C611191415
2011-014861	Dewalt Cordless Saw SN 955283
2011-014861	Concrete Nail Gun Pioneer Plumbing written on tool box SN 9801662

2011-014861	Allen T Handle Wrench Set (Green)
2011-014861	Allen T Handle Wrench Set (Blue)
2011-014861	Craftsman Socket Set in Red Case
2011-014861	Metal Sun Powered Solar Light
2011-014861	Kicker 12 Sub Woofer
2011-014861	Kicker 12 Sub Woofer
2011-014861	HP Laptop SN CNU6010G5B
2011-014861	Black bag w/hard drive reader
2011-014861	Makita cordless set in box
2011-014861	Wii Box (empty) SN LU71924523
2011-014861	Campbell Hausfeld spray paint gun kit SN IFSF80L0909 Small IFSF60L0909
2011-014861	Forced air heater (propane) SN HGF11036100
2011-014861	Box of dvds
2011-014861	Case full of dvds
2011-014861	Box of dvds
2011-014861	HP Desktop w/ power cord SN 3CR133053M
2011-014861	Box of dvds
2011-014861	Case full of computer programs in backpack
2011-014861	Two thumb drives in a case logic maroon cordless mouse
2011-014861	Black backpack containing burglary tools
2011-014861	Blk bag cont dremel tools
2011-014861	Dewalt cordless tools saw sn 878914
2011-014861	Dewalt cordless sawsall PP carved into it
2011-014861	Dewalt cordless sawsall no sn
2011-014861	2 sets of bolt cutters
2011-014861	Tin full of jewelry
2011-014861	Box of dvds and video games
2011-014861	Red bolt cutters
2011-014861	Box full of dvds
2011-014861	Century MMA Heavy Bag
2011-014861	Red electric power washer in box sn 1104007263
2011-014861	Chager golf clubs inside a nitro golf bag
2011-014861	Large Pry Bar
2011-014861	Blk and Decker hole hog drill sn 9407K leister heat gun both in gray metal box
2011-014861	Orange tool box cont a Black and Decker portable band saw sn 12339
2011-014861	Craftman cordless kit in black box saw sn G0112
2011-014861	Orange sawsall in blue and grey box no sn
2011-014861	3 sets of keys found in kitchen
2011-014861	Dell laptop and power cord sn scratched off
2011-014861	Seagate hard drive SN 5YD3YEL1
2011-014861	HP Laser jet 1020 Printer and power cord sn CNB2696848
2011-014861	Laser pro laser level sn 14498576
2011-014861	Black bag cont red scrapers

2011-014861	3 Calloway golf clubs
2011-014861	3 ninja swords
2011-014861	Wesco Microscope in wooden box sn 74571
2011-014861	Green tote cont welding rods
2011-014861	Craftsman drill bits in black case
2011-014861	VHS video camera (JVC) with bag and cords sn 12384305
2011-014861	Craftsman cordless drill sn CS1127
2011-014861	Craftsman cordless drill w/ charger sn 641802 charger sn 04393
2011-014861	Red crate cont Craftsman cutout saw sn CS0920
2011-014861	Joycook campstove in black case sn 000250
2011-014861	Wooden box cont silverware
2011-014861	White basket cont new merchandise from Walmart
2011-014861	Lincoln Stick Welder in box model # AC-225
2011-014861	Pink box cont misc paperwork and forgery docs
2011-014861	Blue tub cont clothing and hair products
2011-014861	2 cut padlocks from Halmark Trailer
2011-014861	Propane tank from Amerigas
2011-014861	Propane tank from Amerigas
2011-014861	Propane tank from Amerigas
2011-014861	Propane tank from Amerigas
2012-000858	Golf clubs, duffle bag, old boom box
16-T01653	Ring Silver/mens
2014-001683	Misc. items no one has claimed
2013-005907	Golf Clubs and other misc. items no one has claimed
2014-006443	Toys and items no one has claimed
2010-006643	Bicycle – LWHB022425
2008-004716	Blue Huffy bike, pink scooter, white scooter – 93432HUFFY54602
2008-002837	2 bicycles - 77143261
2014-005804	Black Bike – P1088-2
2015-011686	Red/Silver Next Bike - 39501136
2015-011000	Red bike – SNFSD11H5758
2015-009058	Orange Bike – GS081185861
2015-010408	Blue Mongoose – SNFSD10FF2656
2015-012276	Blue/Silver Mt Bike – DMG09B01440
2016-005270	Teal Bike and BMX bike – G1405087247
2016-002237	Gray Bike – GP827923
2016-010803	Green BMX Bike - 38294839
2016-012114	Tiera Pro Mt bike – LWHL002412
2016-002354	Purple Mt Bike – LWFE056653
2016-007672	Blk bike – P4DL44558
2016-011765	Red Hard Rock Bike – GP045019
2016-011526	Red Roadmaster Bike – SNFSD15JJ5656
2016-008333	Bike – SNMNG13873
2016-010662	White, Blk, Blue Kent bike – G1501018456
2016-009060	BMX and a Blue MT Bike – D80807117

2016-006787	Blk tandem bike - 528804554
2016-005721	Grey Mt Bike and girls bike – SNFSD100E3008
2016-002651	Roadmaster bike – SNFSD15CH8802
2016-002569	Arizona City bike white and pink – E364906
2016-001914	White/Purple Bike – HS100120486
2016-001252	Next Mt Bike – M05B01576
2016-003440	BMX Bike – G1207104273
2016-004121	Red Bike, Blk bike, white bike – 11S100704316
2016-011431	Blk bike w/red seat – 0Y3L6012
2016-009103	Blk/Orange Mongoose and a Silver Razor – SNFSD16DH6528
2016-006617	Next Bike - 7205825
2016-002506	Spot force bike – Model - 62
2016-007275	Pink Mongoose – SNFSD08H61389
2016-007256	Bicycle – SNIDC06M07980
2016-007679	Purple Mt Bike and a Turquoise Mt bike – G5577476, TS70200149
2016-008096	Red Huffy bike and a green bike – 01F023126
2016-008248	Gold/Blk street bike – TF90904673
2016-008107	Schwinn Red/Blk and a Red/Blk Huffy bikes – SNHTC13M07907
2013-002692	Mt bike - 03080053003
2016-009662	Blk and Purple Bike – SNFCD15FW8861
2016-009969	Blk Mongoose w/pegs – SNFSD15K87086
2016-010128	Blk/White bike Blue Brakes – G1412002011
2015-012608	Yellow and Blk Scooter
2015-012563	Silver Scooter
2013-007934	2 empty rifle Cases
2015-003713	Electrical Tools
2015-007550	Hand Sander
2015-008366	Fishing Bag with Tackle
2015-002989	Suitcase
2016-007350	Wooden case w/wedding set
2016-001833	Folders with quarters

TOOELE CITY CORPORATION

RESOLUTION 2017-33

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE DISPOSAL OF PROPERTY NO LONGER NEEDED AS EVIDENCE.

WHEREAS, in the regular course of business, the Tooele City Police Department comes into possession of substantial quantities of property, including weapons, that are seized or otherwise obtained as evidence for criminal prosecution; and,

WHEREAS, Utah Code Chapter 24-3 governs the disposal of such property, including weapons, which may be sold, destroyed, or applied to a public interest use (i.e., used by the police department as authorized by the City Council, or donated to a registered Utah nonprofit charity); and,

WHEREAS, attached to this Resolution as Exhibit A is a detailed list of firearms and ammunition which are no longer needed as evidence and for which the police department seeks City Council authorization to apply to a public interest use, namely, the improvement of the police department firearms inventory and other law-enforcement-related purposes; and,

WHEREAS, Utah Code Ann. 24-3-103(2) governs the police department's duty to exercise due diligence in attempting to locate and notify the rightful owner of the weapon to advise the owner that the weapon is to be returned; and,

WHEREAS, the Tooele City Police Department has exercised due diligence in attempting to notify the rightful owners of the 5 firearms; 1 firearm was surrendered to the Tooele City Police Department by the owner's family after the owner passed away; 3 owners have had their firearms seized by Court Order; and the other 1 owner has abandoned their firearm despite Tooele City Police Department's best efforts to notify; and,

WHEREAS, Utah Code 24-3-103(5), authorizes the police department to apply the weapons to a public interest use when the weapon owner cannot lawfully possess a weapon, or when the police department, after exercising due diligence, cannot locate the rightful owner.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the weapons described in the attached Exhibit A are hereby authorized for:

- (a) application to a public interest use for law-enforcement-related purposes;
- or,
- (b) destruction, if the weapon is unfit for a public interest use, in the discretion of the Chief of Police.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

Approved as to Form: _____
Roger Baker, City Attorney

EXHIBIT A

City Council Approval for Firearm/Ammunition Disposal as Public Interest Use 2017 -Tooele City Police Department

All the firearms and ammunition listed below will be disposed of via donation to the state crime lab for experimentation, testing, and training purposes. The ammunition listed below was inspected by Tooele City Police Armorer, Lt. Steve Gowans and found to be non-serviceable for department use.

2016-007242	Vests – 8, Ballistic Panels - 12
2016-003103	Hi-Point C-9 Pistol SN-P1301617 .9mm
2013-006650	Luger 9.mm Intratec SN-A022919
TF-05000118	SKS Rifle made in China Norinco SN-DP2400595
2009-003534	.22 Cal Pistol SN-E125477 North American Arms Provo UT
2011-012157	.22 Rifle Mossberg 2A SN-FAY2152490
2013-008472	Misc. Ammo and BB's .45- 50 shells, small coke bottle filled w/BB's
2015-002330	.357 Shells -4
2013-005086	.40 Cal Ammo – 30 .9mm Ammo - 39
2015-007879	20 Gauge shotgun shells - 52
2014-004800	.45 Ammo - 50
2015-005954	.9mm rounds - 280
2016-006178	Found old Ammo 762 x 309 mm 9 boxes – 20 ea. 25 loose rounds
2016-003103	Shot Gun shells - 210

TOOELE CITY CORPORATION

RESOLUTION 2017-33

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE DISPOSAL OF PROPERTY NO LONGER NEEDED AS EVIDENCE.

WHEREAS, in the regular course of business, the Tooele City Police Department comes into possession of substantial quantities of property, including weapons, that are seized or otherwise obtained as evidence for criminal prosecution; and,

WHEREAS, Utah Code Chapter 24-3 governs the disposal of such property, including weapons, which may be sold, destroyed, or applied to a public interest use (i.e., used by the police department as authorized by the City Council, or donated to a registered Utah nonprofit charity); and,

WHEREAS, attached to this Resolution as Exhibit A is a detailed list of firearms and ammunition which are no longer needed as evidence and for which the police department seeks City Council authorization to apply to a public interest use, namely, the improvement of the police department firearms inventory and other law-enforcement-related purposes; and,

WHEREAS, Utah Code Ann. 24-3-103(2) governs the police department's duty to exercise due diligence in attempting to locate and notify the rightful owner of the weapon to advise the owner that the weapon is to be returned; and,

WHEREAS, the Tooele City Police Department has exercised due diligence in attempting to notify the rightful owners of the 5 firearms; 1 firearm was surrendered to the Tooele City Police Department by the owner's family after the owner passed away; 3 owners have had their firearms seized by Court Order; and the other 1 owner has abandoned their firearm despite Tooele City Police Department's best efforts to notify; and,

WHEREAS, Utah Code 24-3-103(5), authorizes the police department to apply the weapons to a public interest use when the weapon owner cannot lawfully possess a weapon, or when the police department, after exercising due diligence, cannot locate the rightful owner.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the weapons described in the attached Exhibit A are hereby authorized for:

- (a) application to a public interest use for law-enforcement-related purposes;
- or,
- (b) destruction, if the weapon is unfit for a public interest use, in the discretion of the Chief of Police.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

Approved as to Form: _____
Roger Baker, City Attorney

EXHIBIT A

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TF-05000118	SKS Rifle made in China Norinco SN-DP2400595
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2013-005086	.40 Cal Ammo – 30 .9mm Ammo - 39
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2014-004800	.45 Ammo - 50
2015-005954	.9mm rounds - 280
2016-006178	Found old Ammo 762 x 309 mm 9 boxes – 20 ea. 25 loose rounds
2016-003103	Shot Gun shells - 210

TOOELE CITY CORPORATION

RESOLUTION 2017-38

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF EDWARD BYRNE JUSTICE ASSISTANCE GRANT FUNDING FOR POLICE DEPARTMENT EQUIPMENT.

WHEREAS, the Tooele City Police Department (“Department”) desires to improve the quality of police services to the citizens of Tooele City; and,

WHEREAS, the Department would benefit from five Less Lethal Launchers, and,

WHEREAS, the Bureau of Justice Assistance, Office of Justice Programs (OJP), U.S. Department of Justice has announced that \$14,555.00 in Edward Byrne Justice Assistance Grant funding has been set aside for the Department; and,

WHEREAS, no local match of public monies is required for this grant; and,

WHEREAS, this resolutions and the funding it authorizes is in the best interest of Tooele City and furthers the public health, safety, and welfare:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Tooele City, by and through the Tooele City Police Department, is hereby authorized to apply for and to accept the award of Edward Byrne Justice Assistance Grant funding for the purpose of purchasing the referenced equipment.

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 _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

Approved as to Form: _____
Roger Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2017-40

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING AN INTERLOCAL AGREEMENT BETWEEN TOOELE CITY AND TOOELE COUNTY FOR 2017 BYRNE JUSTICE ASSISTANCE GRANT FUNDS.

WHEREAS, the Tooele City Police Department (“Department”) desires to improve the quality of police services to the citizens of Tooele City; and,

WHEREAS, the Bureau of Justice Assistance, Office of Justice Programs (OJP), U.S. Department of Justice has announced that \$14,555.00 in Edward Byrne Justice Assistance Grant funding has been set aside for the Department for specialized police equipment; and,

WHEREAS, the City Council approved the grant funding by way of Resolution 2017-38; and,

WHEREAS, OJP requires an interlocal agreement with Tooele County for the distribution of grant funds to Tooele City, and UCA Section 11-13-202 and -202.5 require the interlocal agreement to be approved by the City Council (see the interlocal agreement attached as Exhibit A); and,

WHEREAS, under the interlocal agreement, Tooele County will not receive any of the approved grant funds; and,

WHEREAS, OJP requires the interlocal agreement to be signed prior to September 5, 2017, for which reason the interlocal agreement is being presented to the City Council for both approval and ratification:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor’s signature on the interlocal agreement attached as Exhibit A is hereby approved and ratified.

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 _____, 2017.

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

Interlocal Agreement

CITY RECORDER
CONTRACT NO. _____

THE STATE OF UTAH
COUNTY OF TOOELE

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TOOELE, AND COUNTY OF TOOELE,**

2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 23rd day of August, 2017 by and between The COUNTY of Tooele, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY of Tooele, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Tooele County, State of Utah, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections 11-13-101 U.C.A. et seq. and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY is the fiscal agent and agrees to expend the total amount of the grant equaling \$14,555,

WHEREAS, the CITY agrees to provide the COUNTY \$ 0 from the JAG award for the Edward Byrne Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to allocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$ 0 of JAG funds.

Section 2.

COUNTY agrees to use \$ 0 for the 2017 Edward Byrne Program until September 30, 2019.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Utah Law.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by Utah Law.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 8.

The terms of this agreement shall be coterminous with the 2017 Edward Byrne Justice Assistance Grant (JAG) program and Tooele City.

CITY OF TOOELE,




City Mayor

COUNTY OF TOOELE,




County Commissioner

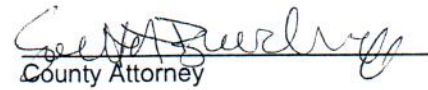
ATTEST:



City Recorder

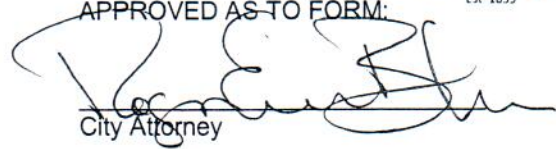


APPROVED AS TO FORM:



County Attorney

APPROVED AS TO FORM:



City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2017-39

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A LEASE-PURCHASE AGREEMENT WITH TCF EQUIPMENT FINANCE FOR THE PURCHASE OF A TORO GROUNDMASTER 4100-D.

WHEREAS, the Parks and Recreation Department is in need of a piece of equipment called a Toro Groundmaster 4100-D (the "Equipment"); and,

WHEREAS, the City Administration recommends purchasing the Equipment from TCF Equipment Finance for \$62,758.40 over a four-year period under the terms and conditions contained in the agreement documents attached hereto as Exhibit A; and,

WHEREAS, pursuant to Tooele City Code Chapter 1-5 (City Council) and 1-6 (Mayor), city expenditures in excess of \$20,000 must be approved by the City Council:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Lease-Purchase Agreement attached as Exhibit A is hereby approved and that the Mayor is hereby authorized to sign all documents necessary to purchase the Equipment.

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 _____, 2017.

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

TFC Equipment Finance Contract Documents



TURF EQUIPMENT SCHEDULE

The "Lease": Equipment Schedule Number 008-0617030-302 Dated August 17, 2017 to Master Lease Number 617030L Dated April 20, 2012
 "Lessee": Tooele City Corporation, 90 N Main Street, Tooele, UT 84074
 "Lessor": TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Number of Rental Payments	SAC Option	Amount of each Rental Payment	SAC Total	Purchase Option
48	Same As Cash Period: Until May, 2018	An annual payment of \$17,244.87 (the "Standard Payment") is due beginning May, 2018, and each May thereafter in 2019, 2020, and 2021 until a total of 4 Standard Payments have been made. The first due date for a "Standard Payment" will be determined by Lessor based on the date it pays the Equipment supplier. (Plus any applicable taxes)	\$62,758.40 (Plus any applicable tax)	\$1.00

EQUIPMENT DESCRIPTION & LOCATION:
 (1) Toro Groundsmaster 4100-D together with all attachments and accessories thereto 90 N Main Street, Tooele, UT 84074

When signed by the parties hereto, this Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease Agreement identified above (except as expressly modified by this Schedule) between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). Said terms and conditions are by this reference incorporated herein as though fully set forth herein.


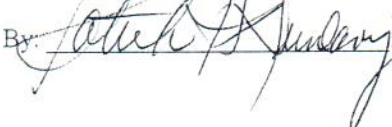
This Lease includes a Same As Cash ("SAC") option. Provided Lessee is not in default, Lessee may purchase all (not part) of the Equipment within the Same As Cash Period specified above (which SAC Period commences on the date Lessee accepts the Equipment pursuant to the terms hereof) for an amount equal to the "SAC Total" above, plus any sales or use tax and any other charges or expenses incurred by Lessor concerning the purchase of the Equipment. Upon Lessee's payment of all SAC option obligations, the lease contemplated hereby shall be canceled. If the Lessee does not exercise the SAC option, Lessee shall have a non-cancelable obligation to make the Lease rental payments in the specified amount commencing on the date following the SAC Period designated by Lessor and continuing in accordance with the terms of the Master Lease, and comply with all other Lease terms, for the number of payments referenced above.

By signing below, Lessor and Lessee agree to the lease of the Equipment referenced above and on any schedule attached hereto, for the term and Lease rental payments specified above, and to the purchase option specified above subject, however, to the SAC option described above. Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Lessee's acceptance shall be conclusive and irrevocable. In connection with said acceptance, Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment manufacturer/supplier. **THIS LEASE SHALL BE NON-CANCELABLE.**

If the Lessee does not exercise the SAC option, and if the above stated purchase option is either \$1.00, or an amount which indicates a mandatory lease purchase by which Lessor is financing Lessee's purchase of the Equipment, then notwithstanding anything in any Lease to the contrary, Lessee and Lessor hereby agree and acknowledge that Lessee owns and holds legal title to the Equipment and, pursuant to Section 15 of the Master Lease, grants to Lessor a security interest in the Equipment. Lessee represents, warrants and agrees with and to Lessor that Lessee will at all times own and hold good legal title to the Equipment, and Lessor will at all times hold a valid, perfected and enforceable first priority security interest in the Equipment and proceeds thereof.

This Schedule may, in Lessor's sole discretion, be delivered by facsimile or other electronic means ("e-copy"), and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original signature of Lessor and be marked "Original". Lessee agrees to deliver to Lessor, on request, this Schedule bearing Lessee's original signature. If this Schedule constitutes chattel paper, a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original signature of Lessor.

Lessor: TCF Equipment Finance, a division of TCF National Bank
 Lessee: Tooele City Corporation

By:  Operations - T.C.
 X By:  X Print Name: PATRICK DUNLAVY
 X Title: Mayor

This Lease is not binding until countersigned by Lessor.



GOVERNMENT ENTITY ADDENDUM

The "Lease": Equipment Schedule Number 008-0617030-302 Dated August 17, 2017 to Master Lease Number 617030L Dated April 20, 2012
"Lessee"
Tooele City Corporation, 90 N Main Street, Tooele, UT 84074
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

This Addendum is attached to and made a part of the above-referenced Lease between Lessee and Lessor. Any capitalized terms used but not defined in this Addendum shall have the meanings assigned in the Lease. All terms and conditions of the Lease shall remain in full force and effect except to the extent modified by this Addendum.

1. Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.

2. To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor.

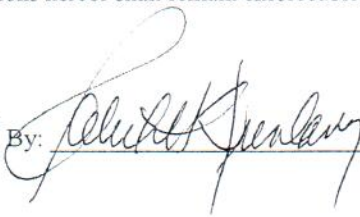
4. If Lessee terminates the Lease prior to the expiration of the end of the Lease's initial term, or any extension or renewal thereof, as permitted under Section 3 above, Lessee shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under the Lease up to and including the Termination Date.

5. Lessee acknowledges and agrees that, in the event of the termination of the Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

6. Any provisions in this Addendum that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Dated as of: August 17, 2017

Lessee: Tooele City Corporation

By:  Print Name: Patrick H. Dunlavy
 Title: Mayor



CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0617030-302
DATED AS OF August 17, 2017

I, Michelle Y. Pat, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of Tooele City Corporation (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Utah, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
<input checked="" type="checkbox"/> <u>Patrick H. Dunbar</u>	<u>Mayor</u>	<u>[Signature]</u>

IN WITNESS WHEREOF, I have duly executed this certificate this 21st day of August, 2017.

Signed: Michelle Y. Pat
 Title: City Recorder

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: August 17, 2017

Lessee: Tooele City Corporation
90 N Main Street
Tooele, UT 84074

Lessor: TCF Equipment Finance, a division of TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

Re: Lease Agreement No. 008-0617030-302, dated as of August 17, 2017, by and between Tooele City Corporation and TCF Equipment Finance, a division of TCF National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Agreement described above (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Utah (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is Tooele City Corporation.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 3 of the Government Entity Addendum executed in connection with the Lease.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers;

the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Lease Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by TCF Equipment Finance, a division of TCF National Bank and its successors and assigns.

Very truly yours,

TOOELE CITY CORPORATION

RESOLUTION 2017-42

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AUDIT AGREEMENT WITH WSRP CERTIFIED PUBLIC ACCOUNTANTS.

WHEREAS, Tooele City Charter Section 3-02 (Independent Auditor), as well as Utah Code Chapters 51-2a (Part 2) and 10-6, require Tooele City's finances to be audited annually by an independent and competent certified public accountant; and,

WHEREAS, the City has worked with WSRP Certified Public Accountants and Business Advisors for several years, and has found WSRP to be thorough and accurate in its accounting practices and reports; and,

WHEREAS, the City Administration recommends that WSRP be retained to perform the audit of Tooele City's finances for the fiscal year 2016-2017; and,

WHEREAS, the contract with WSRP, in the form of an engagement letter, is attached hereto as Exhibit A; and,

WHEREAS, the compensation payable to WSRP under the agreement for the annual audit is \$50,500; and,

WHEREAS, City Code Sections 1-5-10, 1-6-4, 1-6-9, 1-14-4, and 1-22-4 require the City Council to approve city contracts and expenditures (also known as claims) of \$20,000 or more, which claims are best approved by resolution for the preservation of a record of both the claims and their pre-approval; and,

WHEREAS, Utah Code Section 10-6-138 requires the City Recorder to "countersign all contracts made on behalf of the city and [to] maintain a properly indexed record of all such contracts"; and,

WHEREAS, Utah Code Section 11-13-202.5 requires the City Attorney to review certain contracts as to proper form:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the WSRP contract attached as Exhibit A is hereby approved.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2017.

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

WSRP Engagement Letter Agreement



CERTIFIED PUBLIC
ACCOUNTANTS AND
BUSINESS ADVISORS

August 25, 2017

Tooele City Corporation
90 North Main Street
Tooele, Utah 84074

To the Honorable Mayor, City Council Members and
Management of Tooele City Corporation:

We are pleased to confirm our understanding of the services we are to provide Tooele City Corporation (the "City") for the fiscal year ended June 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Tooele City Corporation as of and for the fiscal year ended June 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Tooele City Corporation's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Tooele City Corporation's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.

- 2) Budgetary Comparison Schedules, and
- 3) Post-employment Benefit Plan – Schedule of Funding Progress

We have also been engaged to report on supplementary information other than RSI that accompanies Tooele City Corporation's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining Balance Sheet – Nonmajor Governmental Funds
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Governmental Funds
- 3) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Nonmajor Special Revenue Funds
- 4) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Nonmajor Debt Service Fund
- 5) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Budget and Actual – Major Capital Projects Fund
- 6) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Nonmajor Capital Projects Funds
- 7) Combining Statement of Net Position – Nonmajor Proprietary Funds
- 8) Combining Statement of Revenues, Expenses, and Changes in Net Position – Nonmajor Proprietary Funds
- 9) Combining Statement of Cash Flows – Nonmajor Proprietary Funds
- 10) Combining Statement of Changes in Assets and Liabilities – Agency Fund

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Tooele City Corporation and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Tooele City Corporation's financial statements. Our report will be addressed to the Honorable Mayor and Members of the City Council of Tooele City Corporation. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to

modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Tooele City Corporation is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors. Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical

existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We are always available to meet with you and other executives at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting your City. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend your City Council meeting at the conclusion of the audit to present the audit results and financial statements.

In addition to the audit services described above, you have requested that we provide the following non-attest services:

We will assist the City in preparing the financial statements and related footnote disclosures for the year ended June 30, 2017 based on information in the trial balance and other information that comes to our attention during the course of our engagement. As part of this preparation, we will review the grouping schedules prepared by you and include those balances in the conversion to the government wide financials.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to your City in the performance of our services. Any discussions that you have with personnel of WSRP regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of your City. However, we will provide advice and recommendations to assist management of the City in performing its functions and fulfilling its responsibilities.

The City agrees to perform the following functions in connection with our performance of the non-attest services:

- a. Make all management decisions and perform all management functions with respect to the review and approval of the financial statements including the conversion from fund to government wide reporting provided by us.
- b. Assign Glen Caldwell, and Shannon Wimmer to oversee the financial statement preparation process including the conversion from fund to government wide reporting and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of financial statement preparation process including the conversion from fund to government wide reporting.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The City must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Dispute Resolution Procedure

If any dispute, controversy, or claim arises out of, relates to, or results from the performance or breach of this Agreement, excluding claims for non-monetary or equitable relief (collectively, the "Dispute"), either party may, upon written notice to the other party, request non-binding mediation. A recipient party of such notice may waive its option to resolve such Dispute by non-binding mediation by providing written notice to the party requesting mediation and then such parties hereto shall resolve such Dispute by binding arbitration as described below. Such mediation shall

be assisted by a neutral mediator acceptable to both parties and shall require the commercially reasonable efforts of the parties to discuss with each other in good faith their respective positions and different interests to finally resolve such Dispute. If the parties are unable to agree on a mediator within twenty (20) days from delivery of the written notice, either party may invoke the mediation service of the American Arbitration Association (the "AAA").

Each party may disclose any facts to the other party or to the mediator that it, in good faith, considers reasonably necessary to resolve the Dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties.

Unless waived, such mediation shall conclude after the parties have engaged in good faith settlement negotiations, but nonetheless are unable to resolve the Dispute through the mediation process. The attorneys' fees and costs incurred by each party in such mediation shall be borne solely by such party, except that the fees and expenses of the mediator, if any, shall be borne equally by the parties.

Any Dispute not resolved first by mediation between the parties (or if the mediation process is waived as provided herein) shall be decided by binding arbitration. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that the Arbitration Panel (as defined below) shall permit discovery that is consistent with the scope of discovery typically permitted by the Federal Rules of Civil Procedure and/or is otherwise customary in light of the complexity of the Dispute and the amount in controversy. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below).

The arbitration shall be conducted before a panel of three persons, one selected by each party, and the third selected by the two party-selected arbitrators (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue in writing findings of fact and conclusions of law. The Arbitration Panel shall not have authority to grant an award that is not supported by substantial evidence or that is based on an error of law, and such absence of substantial evidence or such error of law may be reviewed on appeal to vacate an award based on the standard of review otherwise applicable in the Federal Appellate Court responsible for the jurisdiction in which the arbitration is venued, and without regard to any heightened standard of review otherwise applicable to an arbitration decision rendered by the AAA. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. No payment of any award or posting of any bond of any kind whatsoever is required to be made or posted until such Dispute is finally determined.

In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same Dispute would be barred by the applicable statute of limitations or repose. For the purposes of applying the statute of limitations or repose, receipt of a

written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such Dispute.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have

not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Tooele City Corporation; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of WSRP, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulating authorities or their designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of WSRP, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulating authorities. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit during October 2017 and begin fieldwork on site during October, 2017. We expect to present a final draft of the financial statements to the City Council on December 7, 2017 and issue our reports upon management's and the City Council's approval during December, 2017. Randall J. Jensen is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Fees

Our charges to the City for the services described above for the year ended June 30, 2017 will be \$50,500 and will include all out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). This fee is based on the following assumptions: your personnel will prepare certain schedules and analyses for us and make available to us documents for our examination as and when requested; there will be no significant changes in the internal controls, key personnel, or structure of the organization; there will be no significant changes in critical systems affecting key financial statement accounts (e.g., significant upgrade, systems integration, and/or systems implementation); there will be no significant acquisitions or disposals of businesses; and there will not be any unanticipated increases in current operations requiring significant additional audit time. Should we encounter any unforeseen problems that will warrant additional time or expense, you will be notified of the situation and, if possible, the added cost.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Third-Party Use

WSRP will perform the professional services provided in connection with this engagement solely for the benefit and use of the City. WSRP does not anticipate and does not authorize reliance by any other party on its professional services. Any amendment to this provision must be made through a written document signed by the City and WSRP.

Miscellaneous

This Agreement is intended to cover only the services specified herein, although we look forward to many more years of pleasant association with the City. This engagement is a separate and discrete event, and any future services will be covered by a separate agreement to provide services.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and a few of those banks have mandated the use of this service. To the extent applicable, the City hereby authorizes WSRP to participate in this electronic confirmation process through the third party's website (e.g., by entering the City's bank account information to initiate the process

and then accessing the bank's confirmation response) and agrees that WSRP shall have no liability in connection therewith.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretations, but if any provision of this Agreement shall be deemed prohibited, invalid, or otherwise unenforceable for any reason under such applicable laws, regulations, or published interpretations, such provisions shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and such revised provision shall be made a part of this Agreement as if it was specifically set forth herein. Furthermore, the provisions of the foregoing sentence shall not invalidate the remainder of such provision or the other provisions of this Agreement.

This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

* * * * *

We appreciate the opportunity to be of service to Tooele City Corporation and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

WSRP, LLC

WSRP, LLC



Acknowledged:

TOOELE CITY CORPORATION

Management's signature: _____

Date: _____

Title: _____

Governance's signature: _____

Date: _____

Title: _____

Approved as to Form:

Tooele City Attorney

EXHIBIT A

MAPPING PERTINENT TO VISTA LINDA PHASE 1 & 2 FINAL PLATS



FINAL PLAT - VISTA LINDA SUBDIVISION PHASE 1

LOCATED IN THE ADJACENT QUARTERS OF SECTION 18,
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAULT WAGONER
COUNTY, TOOLE COUNTY, MINNESOTA

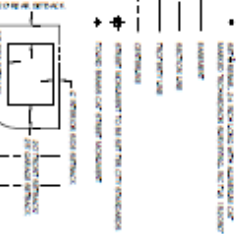


Lot #	Area (Ac)	Area (Sq Ft)	Owner Name	Owner Address
1	0.25	17,424	JACK R. WALTERS, SON	4254840
2	0.25	17,424	JACK R. WALTERS, SON	4254840
3	0.25	17,424	JACK R. WALTERS, SON	4254840
4	0.25	17,424	JACK R. WALTERS, SON	4254840
5	0.25	17,424	JACK R. WALTERS, SON	4254840
6	0.25	17,424	JACK R. WALTERS, SON	4254840
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12	0.25	17,424	JACK R. WALTERS, SON	4254840
13	0.25	17,424	JACK R. WALTERS, SON	4254840
14	0.25	17,424	JACK R. WALTERS, SON	4254840
15	0.25	17,424	JACK R. WALTERS, SON	4254840
16	0.25	17,424	JACK R. WALTERS, SON	4254840
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18	0.25	17,424	JACK R. WALTERS, SON	4254840
19	0.25	17,424	JACK R. WALTERS, SON	4254840
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21	0.25	17,424	JACK R. WALTERS, SON	4254840
22	0.25	17,424	JACK R. WALTERS, SON	4254840
23	0.25	17,424	JACK R. WALTERS, SON	4254840
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25	0.25	17,424	JACK R. WALTERS, SON	4254840
26	0.25	17,424	JACK R. WALTERS, SON	4254840
27	0.25	17,424	JACK R. WALTERS, SON	4254840
28	0.25	17,424	JACK R. WALTERS, SON	4254840
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41	0.25	17,424	JACK R. WALTERS, SON	4254840
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67	0.25	17,424	JACK R. WALTERS, SON	4254840
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74	0.25	17,424	JACK R. WALTERS, SON	4254840
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76	0.25	17,424	JACK R. WALTERS, SON	4254840
77	0.25	17,424	JACK R. WALTERS, SON	4254840
78	0.25	17,424	JACK R. WALTERS, SON	4254840
79	0.25	17,424	JACK R. WALTERS, SON	4254840
80	0.25	17,424	JACK R. WALTERS, SON	4254840
81	0.25	17,424	JACK R. WALTERS, SON	4254840
82	0.25	17,424	JACK R. WALTERS, SON	4254840
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89	0.25	17,424	JACK R. WALTERS, SON	4254840
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93	0.25	17,424	JACK R. WALTERS, SON	4254840
94	0.25	17,424	JACK R. WALTERS, SON	4254840
95	0.25	17,424	JACK R. WALTERS, SON	4254840
96	0.25	17,424	JACK R. WALTERS, SON	4254840
97	0.25	17,424	JACK R. WALTERS, SON	4254840
98	0.25	17,424	JACK R. WALTERS, SON	4254840
99	0.25	17,424	JACK R. WALTERS, SON	4254840
100	0.25	17,424	JACK R. WALTERS, SON	4254840

NOTES:

1. THESE LOTS ARE SUBJECT TO THE EASEMENTS OF THE ADJACENT QUARTERS OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAULT WAGONER COUNTY, MINNESOTA.
2. THESE LOTS ARE SUBJECT TO THE EASEMENTS OF THE ADJACENT QUARTERS OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAULT WAGONER COUNTY, MINNESOTA.
3. THESE LOTS ARE SUBJECT TO THE EASEMENTS OF THE ADJACENT QUARTERS OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAULT WAGONER COUNTY, MINNESOTA.
4. THESE LOTS ARE SUBJECT TO THE EASEMENTS OF THE ADJACENT QUARTERS OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAULT WAGONER COUNTY, MINNESOTA.

LEGEND



SURVEYOR'S CERTIFICATE

I, the undersigned, a duly licensed and sworn-in Professional Land Surveyor, State of Minnesota, do hereby certify that I am the author of the above plat and that the same is a true and correct copy of the original as shown to me by the applicant.

BOUNDARY DESCRIPTION

The above plat is a true and correct copy of the original as shown to me by the applicant. The boundaries of the lots are as shown on the plat and are subject to the easements of the adjacent quarters of section 18, township 3 south, range 4 west, sault wagoner county, minnesota.

VISTA LINDA SUBDIVISION PHASE 1

PREPARED BY: RICHMOND SURVEYING, INC.
3848 SOUTH IOWA WEST
BOULDER, UTAH 84010
PHONE: (801) 288-1818
EMAIL: richmond@richmond.com

OWNER: SAULT WAGONER, JACK WALTERS
4254840
1294 NORTH MAIN ST. TOOLE, UT 84074

DATE: 12/15/2011
SCALE: AS SHOWN
V-101

LOCATED IN THE ADJACENT QUARTERS OF SECTION 18,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SAULT WAGONER COUNTY, MINNESOTA

TOOLE COUNTY, MINNESOTA

TOOLE COUNTY, MINNESOTA

TOOLE COUNTY, MINNESOTA

TOOLE COUNTY, MINNESOTA

TOOLE COUNTY, MINNESOTA

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TOOLE COUNTY, MINNESOTA

TOOLE COUNTY, MINNESOTA

TOOLE COUNTY, MINNESOTA

FINAL PLAT - VISTA LINDA SUBDIVISION PHASE 2

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27
TOWNSHIP 3 SOUTH, RANGE 4 WEST, STATE TAZE SURVEY
TODD COUNTY, IOWA

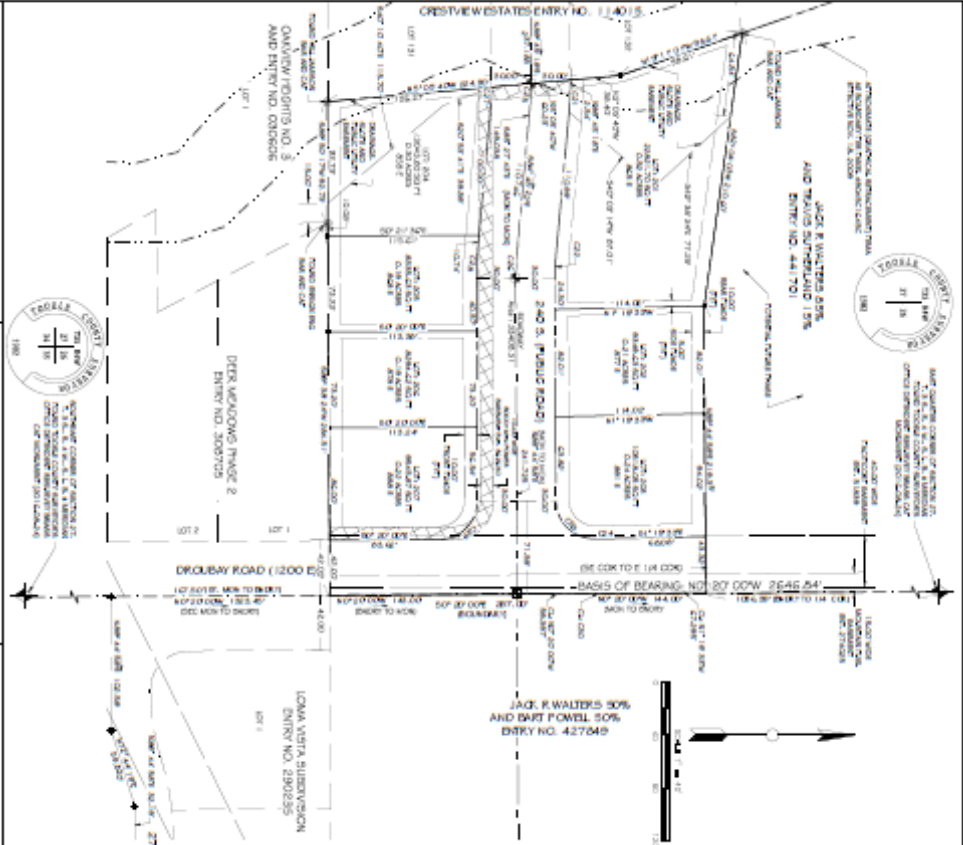
- NOTES:**
1. THE PROPERTY LINES OF THIS PLAT ARE BASED UPON THE SURVEY OF JACK R. WALTERS, 50% AND 50% PARTNERSHIP, DARY NO. 427045.
 2. THE PROPERTY LINES OF THIS PLAT ARE BASED UPON THE SURVEY OF JACK R. WALTERS, 50% AND 50% PARTNERSHIP, DARY NO. 427045.
 3. THE PROPERTY LINES OF THIS PLAT ARE BASED UPON THE SURVEY OF JACK R. WALTERS, 50% AND 50% PARTNERSHIP, DARY NO. 427045.
 4. THE PROPERTY LINES OF THIS PLAT ARE BASED UPON THE SURVEY OF JACK R. WALTERS, 50% AND 50% PARTNERSHIP, DARY NO. 427045.



LEGEND

- SOLID LINE: BOUNDARY LINE
- DASHED LINE: PROPERTY LINE
- DOTTED LINE: CENTERLINE
- STAR IN CIRCLE: CENTER POINT OF CURVE
- CROSS IN CIRCLE: POINT OF INTERSECTION

Curve #	Length	Radius	Chord	Chord Bearing	Chord Angle
1	10.00	100.00	10.00	S 00° 00' 00" E	90.00
2	10.00	100.00	10.00	S 00° 00' 00" E	90.00
3	10.00	100.00	10.00	S 00° 00' 00" E	90.00
4	10.00	100.00	10.00	S 00° 00' 00" E	90.00
5	10.00	100.00	10.00	S 00° 00' 00" E	90.00
6	10.00	100.00	10.00	S 00° 00' 00" E	90.00
7	10.00	100.00	10.00	S 00° 00' 00" E	90.00
8	10.00	100.00	10.00	S 00° 00' 00" E	90.00
9	10.00	100.00	10.00	S 00° 00' 00" E	90.00
10	10.00	100.00	10.00	S 00° 00' 00" E	90.00



OWNER: JACK R. WALTERS, 50% AND 50% PARTNERSHIP, DARY NO. 427045

PREPARED BY: RICHARDSON SURVEYING, INC. 3448 SOUTH 100 WEST, BOONEVILLE, IOWA 50003. PHONE: 562-3333. FAX: 562-3334. EMAIL: richardson@rsurvey.com

CITY: TODD COUNTY, IOWA

CONVEYANCE INFORMATION

DATE: 10/15/2010

TIME: 10:00 AM

LOCATION: TODD COUNTY, IOWA

BOUNDARY DESCRIPTION

SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 WEST, STATE TAZE SURVEY, TODD COUNTY, IOWA.

PREPARED BY: RICHARDSON SURVEYING, INC. 3448 SOUTH 100 WEST, BOONEVILLE, IOWA 50003. PHONE: 562-3333. FAX: 562-3334. EMAIL: richardson@rsurvey.com

OWNER: JACK R. WALTERS, 50% AND 50% PARTNERSHIP, DARY NO. 427045

CITY: TODD COUNTY, IOWA

CONVEYANCE INFORMATION

DATE: 10/15/2010

TIME: 10:00 AM

LOCATION: TODD COUNTY, IOWA

**Tooele City Council and the
Tooele City Redevelopment Agency of Tooele City, Utah
Work Session Meeting Minutes**

Date: Wednesday, August 16, 2017
Time: 5:00 p.m.
Place: Tooele City Hall, Large Conference Room
90 North Main St., Tooele, Utah

City Council Members Present:

Chairwoman Debbie Winn
Scott Wardle
Dave McCall
Brad Pratt
Steve Pruden

City Employees Present:

Mayor Patrick Dunlavy
Glenn Caldwell, Finance Director
Michelle Pitt, Recorder
Roger Baker, City Attorney
Jim Bolser, Community Development and Public Works Director
Rachelle Custer, City Planner
Brian Roth, Parks and Recreation Director
Randy Sant, Economic Development and Redevelopment Agency Director
Paul Hansen, City Engineer

Minutes prepared by Michelle Pitt

1. Open Meeting

Chairwoman Winn called the meeting to order at 5:00 p.m.

2. Roll Call

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

3. Discussion:

- Ordinance on In-Fill Lots

Chairwoman Winn stated that the City had changed this Ordinance to make it so that property owners would be able to develop infill lots in the City. Chairwoman Winn explained that Mr. and Mrs. Bevan would like to purchase a piece of property, but the City's Ordinance was making it difficult to develop because of the required improvements. The Council discussed this issue about a month ago. Mr. Bevan and Mr. Vario were in attendance at tonight's meeting and indicated they had met with the Mayor, and the Mayor agreed to put this on the work session agenda for discussion.

Mr. Bevan stated that Mr. Vario owns a lot which is for sale. Mr. Bevan is interested in buying it. He called building and zoning department to discuss what would be required of him if he tried to build on this lot. Mr. Jorgensen spelled out all of the things he would be required to improve, such as the front of the lot with curb, gutter and paved road, and to also improve the alley. Mr. Bevan explained that the rest of the alley does not have curb and gutter. The idea of paving the road, at the required width, and putting in curb and gutter would cause some neighbors to step right out on the road, and the road would go through all kinds of structures. Mr. Bevan went on to say that he discussed this with the Mayor and the Mayor threw out some ideas of how to overcome some of the challenges. Mr. Bevan explained that he then asked Mr. Jorgensen if there was a possible work around. Mr. Jorgensen said that there was not. He asked if he could appeal to a governing body to get an exception and was told the only option was to approach the Council. Mr. Bevan stated that if he put in curb and gutter, it might cause flooding to the neighboring properties. Mr. Bevan said that he knew of exceptions to these requirements around town. Mr. Bevan indicated that he sent all the Council an email and photographs.

Mr. Pat Vario stated that he was just trying to figure out how to get past these requirements. He felt there were other incidents in town where people had built without putting in curb and gutter. Mr. Vario stated that he has a piece of property that is useless because it's too expensive to put in all required improvements. Mrs. Vario stated that Mr. Bevan is the third person that has approached them about buying the lot, but they can't sell it because of all of the restrictions. If a house is built, it would face 400 South, not the alley. Councilman Wardle asked if the drive would be on 400 South, with no entrance off the alley. Mr. Bevan answered that the drive would be on 400 South.

Chairwoman Winn said that since she wasn't an engineer, she didn't know how a street has to be made. She said this would need to be researched by the staff so that it could be designed so that it didn't flood the neighborhood.

Councilman Wardle asked if the City had some type of agreement on McKellar. The Mayor said that a deferral was allowed on McKellar. Mr. Baker clarified that the Ordinance was changed after McKellar, and now the City cannot allow a deferral for a primary structure. Mr. Bevan asked how Mr. Gowans got an exception for the veterinary building, which has access to the alley. Mr. Bolser answered that he got an exception because he was a commercial business. Commercial businesses are allowed deferrals. The improvements that Mr. Gowans made were not on a primary structure, but were on an accessory structure.

Councilman Wardle asked if the City allowed different standards for infill lots. Mr. Bolser said that there were different set back standards on infill lots, but not on public improvements. Mr. Bolser clarified that these are not alleys – they are roads. Mr. Bolser added that alleys have a different codification.

Chairwoman Winn asked Mr. Baker to explain the deferral that used to be in place. Mr. Baker stated that he would have to research the issue because it was changed about a decade ago. Mr. Baker said that the current Ordinance doesn't allow a deferral for public improvements for a primary structure such as a house. The Ordinance used to not allow a deferral if the value of the improvement exceeded \$20,000, but the Council eliminated that requirement.

Mayor Dunlavy explained that the last action the Council took on this Ordinance was that improvements needed to be made on both sides of the property. The Council took that out, so that now a builder is not responsible to do both sides, just the side that is being developed.

Councilman Wardle asked if an Ordinance could allow for a participation agreement. Mr. Bolser stated that oftentimes those deferral agreements do not cash in, for a number of reasons. One reason they don't cash in is because property owners change over time. He said that in his experience, the money is never produced. Deferral agreements often give a short window of time following notice from the City that property owners would have to produce thousands of dollars, sometimes tens of thousands of dollars, for their portion of the improvements and it rarely happens. Mr. Baker stated that the only enforceable mechanism is to require the property owner to waive a protest to a special improvement district. The City would have to find enough money to put in the improvements, build them with City funds, and impose a special improvement district assessment that would require all the property owners to pay the City back their portion over a ten year period. The City would have to be able to upfront the money, have the ability to not be reimbursed for a period of ten years, and then have property owners waive the protest of a special improvement district.

Councilman Wardle asked why that couldn't be written in to a deferral agreement. The City could offer it to be paid in a lump sum or added to their City water bill over ten years. Mr. Baker said that allowing a property owner to pay in escrow over time was something that hadn't been looked at before. Councilman Wardle said that he wasn't suggesting escrow, but asked why terms couldn't be clarified if the owner said they will participate, and then specify the level that they would participate, with a time frame specified.

Mr. Baker said that the City would have to record a lien and require the owner to pay at some point. That process is frowned upon by a lot of people because it's a lien on property. If it was a promise, or contractual agreement, it is difficult to force property owners to pay, and may end up in a future lawsuit.

Councilman McCall stated this area is a great neighborhood. He said that Mr. Bevan was right about those properties that are right next to the road. He felt that whatever was done on that road would disrupt the current owners. The City would have to take part of their property, and it would be a nightmare to fix. Mr. Baker said that there's not one answer that can be applied to all those properties in the "alley."

Councilman Wardle asked if there were other properties that were corner lots, and had an alleyway, such as the area at 200 South, and if so, did the City require curb and gutter there. Mr. Bolser stated that he didn't know. Mayor Dunlavy said that there was curb and gutter at the church parking lot at 200 South, but not all the way down the street. Councilman Wardle asked how many lots were on alleyway corners. Mayor Dunlavy said there were quite a few.

Chairwoman Winn asked what the trigger was to cause curb and gutter to be put in, and have all the property owners put in those improvements. Mr. Bolser said that a number of things could trigger it, such as traffic flow or the need for a storm drain.

Mayor Dunlavy said that the back part of the lots are sometimes split; people tear down their homes and split the properties, so it was hard to make a rule that fit every property.

Mr. Bolser said that there were ways that could be worked out to not impact neighboring properties. Mr. Baker added that the City needed to start somewhere. He said that on Vine Street the City required curb, gutter and sidewalk one lot at a time, and eventually portions of it all filled in, with really nice sections. Mr. Baker indicated that he could provide the Ordinances and minutes to allow the Council to see the history of what had been done over time. The Council felt that would be very helpful.

Councilman Pruden asked if staff could provide possible solutions that would be less impactful. He added that the infrastructure is already there, so new sewer lines were not necessary. If the City wants the goal of not continuing to grow out of the City, but to use the lots already in the City, then there should be some variables that the Council can work with. Councilman Pruden went on to say that developers impact the road, and impact the system that already exists. The City will try to find something that is fair to developers, and fair to the City too.

Mayor Dunlavy suggested that the staff propose some ideas, and the Council suggest ideas as well, and then merge the two. The Mayor said that the Bevans have a time line and would like an answer. This could be discussed again at the next work session.

Councilman Wardle thought that Brigham City may have had a similar issue. Mr. Bolser said that he would do some research to see what other cities have had this issue and what they did about it. Mr. Baker said that the cleanest proposal over the last two decades has been to have property owners sign a waiver to protest a special improvement district, the City fronts the money, builds the infrastructure, and property owners pay the City back over 10 years.

Mr. Bevan asked why a commercial entity is qualified to receive a deferral when they bring more traffic. Mr. Bolser answered that residential building permits generally have a net cost to the City, and commercial permits generally have a net benefit through the return of funds through increased tax base. Mr. Baker added that they also bring in additional employment opportunities. Councilman Wardle stated that the cost of improvement to the City is less with infill, versus new construction. Mr. Bolser said that that was true in some infrastructure circumstances.

Chairwoman Winn asked the difference between a road and an alley. Mr. Bolser said that alleys are considered roads. They have never been officially called alleys, yet a lot of people call them that. The Mayor added that Road C funds from the state is considered by the number of roads a City has, and that is one reason they're called roads and not alleys.

Councilman Pratt said that the "alleys" at one time were back entrances to people's barns and their animals. Over time, people have subdivided their lots, from a double-deep lot, causing a road that was once a back entrance. Homes have been built. Thus the usage of the back approach has been changed. Councilman Pratt went on to say that there are areas like this dotted throughout the City. He felt that this matter didn't just impact this corner, but could impact the entire road.

Chairwoman Winn asked if the Ordinance had to treat all roads the same, or if the City could specify areas to be different. Mr. Baker said that there was a legal aspect, and a policy aspect to Chairwoman Winn's question. Mr. Baker addressed the legal aspect, and said that Mr. Bolser could address the policy aspect. The legal aspect allows the City to make a law for this street because of these unique circumstances. Mr. Bolser stated that for the policy side, his recommendation was to create special circumstances as little as possible. The City has an infill Ordinance that is tied to a geographic definition. Mr. Bolser added that the only alleys in town were on the east side of 1st Street, in the old Block A that are largely undeveloped and used for utilities, and east of Broadway around Elm and Date Street. Those streets are specifically deeded alleys, and deeded differently than other roads.

Councilman McCall said that there is a lot of horse property in that area and it might be hard to require them to put in curb and gutter, with horses.

Councilman Pruden asked Mr. Bevan what he felt would be fair for this lot. Mr. Bevan said that he hoped the Council would require that when the entire block was upgraded, with curb, gutter, and sidewalk, he would be required to pay for it at that point. Councilman Pruden asked what Mr. Bevan thought was fair to the neighbors when he developed that lot, and also be fair to the City. Mr. Bevan answered that he fully expected that the front of the property would need to be improved, but not the east side.

Chairwoman Winn thanked everyone for coming to the meeting. She stated that the staff and Council would talk about it and try to come up with some options. The Mayor added that staff would work on it, to come up with something that made sense. He asked the Council to come up with their own ideas as well.

Councilman Pratt asked if the Bevans would be required to put in a ramp on 400 South, and if they would also need to put in a ramp so that it was ADA. Mr. Bolser answered in the affirmative.

- Resolution 2017-30 A Resolution of the Tooele City Council Authorizing the Mayor to Sign a Contract with Paul Hansen Associates, LLC for City Engineering Services
Presented by Mayor Dunlavy

The Mayor stated that Mr. Hansen's contract expired last month. Mr. Hansen hadn't asked for any increases for four years although he had an option of requesting a 5% increase every year. Mayor Dunlavy added that the City could not get a better person to do the job. Mr. Hansen is a true asset. Mayor Dunlavy asked the Council to renew Mr. Hansen's contract for four years, and increase the amount to \$110/hour, which is a 5% increase.

Chairwoman Winn added that this contract would be voted on in the next meeting.

- Resolution 2017-34 A Resolution of the Tooele City Council Approving a Lease-Purchase Agreement with TCF Equipment Finance for the Purchase of a Toro Greenmaster Triflex Hybrid 3320
Presented by Brian Roth

Mr. Roth explained that traditionally in the golf industry greens mowers are replaced every 5-7 years. The City's greens mowers are about 11-12 years old. At the end of last year, and the beginning of this year, the golf course has had trouble with the mowers. Mr. Roth stated the importance of taking great care of the golf course's greens. This contract is a lease with payments over three years. The old mower will be converted to a tee mower. Mr. Roth stated that he is trying to get rid of the mowers that are 10-12 years old.

- Resolution 2017-35 A Resolution of the Tooele City Council Appointing Travis Brady to the Administrative Control Board of the North Tooele City Special Service District
Presented by Roger Baker

Mr. Baker stated that Mr. Brady has offered to serve on the board, and the existing board has unanimously recommended he be appointed.

- Ordinance 2017-19 An Ordinance of Tooele City Amending Tooele City Code Chapter 5-6 Regarding Home Occupations
Presented by Roger Baker

Mr. Baker stated that this matter has been brought back to the Council, from a couple of meetings ago. There was a new state law that exempts home occupations from a licensing fee, as long as they cause no impact. Mr. Baker added that this has been a difficult law to administer. The Ordinance requires that home occupations be exempt from licensing fees if they cause no impact over and above what a home would. It also clarifies that it is a class B misdemeanor if violated. Mr. Baker stated that the Recorder's Office will have to determine whether there are any types of home occupations that create impacts and will have to articulate which home occupations could cause an impact, in consultation with his office. The City will start with the assumption that there are none. Councilman Pruden stated that they still have to obtain a business license.

Councilman Wardle indicated that he had tried to get a hold of Jake regarding this new law, but Jake had not returned his calls. Councilman Wardle said that the whole thing was problematic.

He is hoping that the state will change the law. Mayor Dunlavy added that this is an extremely poor piece of legislation. He said that every City will have their own way of trying to apply this law.

Councilman Pruden said that there are certain types of home occupations that cause an impact. He knew of an area where a home owner ran a Montessori school out of their home. During drop off and pick up it caused an impact on the neighborhood because of the increased traffic. Mr. Baker stated that there were certain businesses that weren't allowed to be home occupations because of the impact they cause. Mr. Baker added that the City will lose about \$20,000 in revenue because of the new law.

Chairwoman Winn said that unless there were any other issues, this Ordinance would be on the work session and business agenda in September.

- Resolution 2017-29 A Resolution of the Tooele City Council Approving an Easement for Rocky Mountain Power for an Electric Switch Gear Box at 900 West 894 South
Presented by Paul Hansen

Mr. Hansen indicated that this matter had been discussed with the Council before. He explained that the City owns property at 900 West 894 South, where there is a below ground water storage tank. The lot has a 10 foot easement on both corners, which is already recorded as part of the Plat, and which any utility company can use for infrastructure. The power company is requesting an additional 6 feet and an additional 7 1/2 feet, for a total of 17 1/2 x 16 feet to put in a new switch gear box to help provide services and meet demand. The box is approximately 4 feet tall and 6' x 6'. The power company would remove the City's fence in the corner, and put in a new fence. Mr. Hansen went on to say that there would not be access to the City's property. The access to the gear box would be from the 900 West side. There is some existing infrastructure on the south side on the adjacent property that would be taken out. Mr. Hansen stated that this is near the southeast corner of the water tank. Councilman Wardle asked if this would be screened. Mr. Hansen said no.

Councilman Pruden requested that Rocky Mountain Power talk to the homeowners in the area to apprise them of the project. Mr. Hansen indicated that they will request Rocky Mountain Power do that. He added that this project will be at no cost to the city.

Mr. Sant joined the meeting at 5:51 p.m.

- RDA Resolution 2017-06 A Resolution of the Redevelopment Agency of Tooele City, Utah, Approving an Easement for Rocky Mountain Power for a New Distribution Line Near 700 South Street

RDA Chairman Pratt introduced the item for RDA board, and turned the time over to Mr. Hansen.

Mr. Hansen stated that this was a similar type of easement, but of a different nature in that this involves an underground easement. When Tooele City and the RDA constructed Tooele Boulevard and 700 South, the City dedicated the right-of-way portion, but did not dedicate the easement. The easement dedication usually happens at the time of a subdivision plat recordation. The power company would like to install a buried power line which extends from the existing overhead lines which are located near the City's well #8, and run it east to the existing line at 700 South. At the Mayor's request, the power company has agreed to bury the utility line. The power company is requesting a 10 foot wide easement for buried utility lines and would have the ability to place utility gear boxes on corners, rather than on lots which could interfere with the development of those lots. Mr. Hansen stated that installation of the buried utility lines would be at no cost to the City. Mr. Baker added that since this would provide benefits to the City, the City Administration recommended that it was not necessary to charge the power company.

Councilman Pruden asked what the pile of pipe was on 700 South and Coleman. Mr. Hansen answered that it was for the City's waterline project.

- Vista Linda Subdivision Preliminary Plan
Presented by Jim Bolser

Mr. Bolser stated that this is located next to the Loma Vista area. Currently there is a stretch of Droubay Road that ends just to the north of Skyline Drive. This project will extend Droubay Road by about two lots, plus a road width, and be developed in two phases on either side of the road. Mr. Bolser stated that there would be 17 lots. Mr. Bolser explained that the developers designed it within the property that they own. They will also address the road to the east as far as providing a temporary turnaround. The preliminary plan met all the planning and zoning requirements, and the Planning Commission recommended approval.

- Letter to Request Amendment to Settlement Agreement Gleneagle
Presented by Jim Bolser

Mr. Bolser stated that a couple of months ago this item was discussed and is being brought back at the request of Bach Homes. Bach Homes would like the City to allow them to do a different type of development than what was approved in the settlement agreement. The result of the prior discussion was a lot of questions from the Council for Bach Homes. Mr. Bolser said that Bach Homes answered those questions in correspondence that was provided to the Council, along with a sheet of elevations for what Bach proposes.

Mr. Baker said that he wanted to reiterate his comments of when this was discussed before. This is not a run-of-the-mill contract that they are asking the Council to amend. This is a settlement agreement that resolved a claim they made against the City. There were concessions made by both sides. The agreement was specifically designed to accomplish a purpose. Mr. Baker went on to say that he cannot recommend the Council amend a settlement agreement providing substantial benefits on one side without receiving any benefits in return. It would alter both the agreement and the settlement that the Council entered in to. Mr. Baker told the Council, as a matter of law, it is not lawful for one side to offer benefits, but not receive any in return. It is not a legal, binding contract. He suggested the Council have the developer make an offer, with a real

quid pro quo. Councilman Wardle asked what type of suggestions Mr. Baker had. Mr. Baker said that they could offer additional open space, landscaping, architectural upgrades, and other amenities for tenants. What is being purposed is a significant increase in density.

Ms. Custer said that when she asked Bach about open space, they had included open space, but not in their development. The open space was part of another development and Bach laid claim to it.

Councilman Wardle said that when the settlement agreement was done, the City gave a lot and had to push hard to get the amenities they got. Councilman Pruden stated that Bach needed to make the development livable and attractive because there are a lot of townhomes in the area already.

Councilman Pruden asked if staff had a recommendation as to what they would like to see there. Mr. Baker recommended that the Council either say no, or make a proposal of certain things the Council would like to see. Mr. Bolser agreed, saying that he felt the City shouldn't dictate to Bach, but say that the City was not comfortable with what was proposed, and ask Bach to provide the City with some additional incentive. Chairwoman Winn asked Mr. Bolser to respond to Bach's request and ask them to make a proposal to offer something else to the City. If Bach comes back and asks what the Council is looking for, City staff could make suggestions at that time, to include open space, landscaping, architectural upgrades, amenities, and upgraded product.

4. Close Meeting to Discuss Litigation and Property Acquisition

Councilman Pratt moved to close the meeting. Councilman Pratt seconded the motion. The vote was as follows: Councilman McCall "Aye," Councilman Wardle "Aye," Councilman Pratt "Aye," Councilman Pruden "Aye," and Chairwoman Winn "Aye."

Those in attendance during the closed session were: Glenn Caldwell, Mayor Patrick Dunlavy, Roger Baker, Paul Hansen, Michelle Pitt, Brian Roth, Randy Sant, Councilman McCall, Councilman Wardle, Councilman Pratt, Councilman Pruden, and Chairwoman Winn.

The meeting closed at 6:06 p.m.

No minutes were taken on these items.

5. Adjourn

Councilman McCall moved to adjourn the meeting. Councilman Pratt seconded the motion. The vote was as follows: Councilman McCall "Aye," Councilman Wardle "Aye," Councilman Pratt "Aye," Councilman Pruden "Aye," and Chairwoman Winn "Aye."

The meeting adjourned at 6:49 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 6th day of September, 2017

Debra E. Winn, Tooele City Council Chair

DRAFT

**Tooele City Council and
Tooele City Redevelopment Agency of Tooele City, Utah
Business Meeting Minutes**

Date: Wednesday, August 16, 2017

Time: 7:00 p.m.

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

City Council Members Present:

Debbie Winn, Chairwoman

Steve Pruden

Brad Pratt

Dave McCall

Scott Wardle

City Employees Present:

Mayor Patrick Dunlavy

Roger Baker, City Attorney

Jim Bolser, Community Development and Public Works Director

Brian Roth, Parks and Recreation Director

Chief Ron Kirby, Police Department

Michelle Pitt, City Recorder

Rachelle Custer, City Planning and Zoning Administrator

Glenn Caldwell, Finance

Paul Hansen, City Engineer

Randy Sant, Economic Development Director

Minutes prepared by Amanda Graf

Chairwoman Winn called the meeting to order at 7:00 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Councilman Wardle

2. Roll Call

Scott Wardle, Present

Brad Pratt, Present

Steve Pruden, Present

Dave McCall, Present

Debbie Winn, Present

3. Public Comment Period

Chairwoman Winn invited comments from the audience.

Jeff Saunders, a candidate for the City Council, approached the Council. As he's been campaigning, many citizens have expressed concerns about drugs, needles, and theft. He is wondering what the Council has done to address these issues.

Chairwoman Winn invited Mayor Dunlavy to discuss the City's efforts in regards to these issues.

Mayor Dunlavy stated that Tooele is growing and along with growth comes an increase in crime. He stated that Tooele has the best trained police department anywhere and they are doing their best to mitigate the problems. There is no perfect solution to crime. He stated that adding more police officers doesn't necessarily decrease crime.

Mayor Dunlavy explained that the police department is always the number one priority at budget time. The department has grown and is staffed adequately. He has never put the importance of the police department second to finances. When the budget is put together the police department's needs have always been a number one priority. Mayor Dunlavy invited Chief Ron Kirby to speak about this issue.

Chief Kirby stated that the officers are extremely busy. They take two to three times more calls for service per officer than any other agency in the County. The most important program is community-oriented policing. They recently received a grant that provides for an additional officer to focus on community policing. The police department is always trying to get more neighborhood watch organizations working in the community. There are too few of these in Tooele; they need more people willing to participate in these kinds of programs. There are two main issues related to crime: actual crime and fear of crime. It is critical for the department to not only reduce crime but to also reduce the fear of crime as that is a quality of life issue.

There has been an increase of needles in the community; that has a lot to do with a program the Utah legislature recently passed—a needle exchange program. In an effort to alleviate health concerns health-conscious individuals are exchanging and/or handing out needles in the community. This has helped reduce Hepatitis and Aids and other diseases, but it has also increased the amount of needles in the community.

There was a big flare up on social media recently about needles in a certain park in the community. Chief Kirby asked the crime analyst to look at all of the calls for needles in that park in the last six months. The crime analyst found that there were zero calls regarding needles in that park. Chief Kirby stated that he doesn't doubt that there were needles in that park; he thinks citizens probably threw the needles away without contacting the department and then complained on social media about the

problem. The police department needs to continually reach out to citizens through their community-oriented policing program.

Chief Kirby stated that the Department works very diligently to reduce crime and the fear of crime. He would be happy to meet with anyone who would like to discuss their concerns with him.

Councilman Pruden stated that he's witnessed the Parks and Recreation Department employees scanning the parks in the mornings. He feels that between their department and the police department the City is on top of the situation. He's concerned that a lot of information is spread based on what people hear, not upon what they have witnessed. He hopes people will contact the authorities if there is an incident in the community.

Chief Kirby stated that they are watching the Rio Grande situation very closely. It's a complicated problem and is not solely due to opioids, homelessness, or drugs. He received a call from a member of the Department of Public Safety to see if there is any spillover crime happening from the Rio Grande situation. When they began the Rio Grande Operation the expectation was that the homeless population would get on the Trax trains to head north and south. Instead many of the homeless individuals have been getting into cars and driving away. The underlying problems at Rio Grande are underlying problems in all communities in the State. Chief Kirby has seen an increase in mobility between Tooele City and the Wasatch Front. Tooele City is seeing a spillover in crime from the Wasatch Front.

Councilman Pruden thinks citizens have a responsibility to do their part in crime prevention. He drove around the community recently and was astounded by the number of scooters, bicycles, and other assorted toys out in yards, cars with windows open, homes without porch lights on, etc. So much vandalism and crime could be prevented if people would do their part to protect their valuables. Tooele isn't a town anymore, it's a city. We need to be proactive as a community to help stem the crime.

Chief Kirby stated that most thefts in cars, garages, sheds, and home happen when they are unlocked.

Chairwoman Winn stated that she wished people on social media could hear what Chief Kirby said at the meeting as it addresses many of their concerns.

Chief Kirby stated that the Tooele City Police Department has its own website and its own social media page as well.

Mayor Dunlavy stated that the number one thing the administration wants for people in the community is to feel safe. He meets with Chief Kirby daily to discuss police issues.

Chairwoman Winn agreed that the police department and city is working hard. There will always be issues but the citizens also need to step up to do their part to help solve the problems.

Curtis Beckstrom came forward. He feels that each person serving in public office deserves a compliment. He feels that anyone that is willing to run for office and serve in the community deserves a

pat on the back. In addition, he hasn't been up the canyon to look at the campsites but as a runner he hasn't seen anything on the roads.

Chairwoman Winn invited any other public comments; there were not any. Chairwoman Winn closed the public comment period.

4. Resolution 2017-30 A Resolution of Tooele City Council Authorizing the Mayor to Sign a Contract with Paul Hansen Associates, L.L.C. for City Engineering Services

Presented by Mayor Patrick Dunlavy

Mr. Hansen has been the city engineer for quite some time. He has done a wonderful job in his work for the City. His contract will be expiring soon. It's a four-year contract and is up for renewal. He has the ability to ask for a 5% increase in his salary yearly; he's never requested a 5% increase. The City hasn't increased his compensation since 2013. The Mayor tried to increase his salary many times but he wouldn't take it. The new contract does have an increase in his salary.

Chairwoman Winn asked the Council if they had any questions or comments on this item; there were no concerns.

Councilman Pruden moved to adopt Resolution 2017-30. Councilman Pratt seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye." The motion passed.

5. Resolution 2017-34 A Resolution of Tooele City Council Approving a Lease-Purchase Agreement with TCF Equipment Finance for the Purchase of a Toro Greenmaster Triflex Hybrid 3320

Presented by Brian Roth

The Parks and Recreation Department has been using mowers for the greens at the golf course that were purchased in 2006-2007. The mowers are starting to have some mechanical issues. They would like to replace one of the mowers at this time. They are requesting a three-year lease program to purchase the mower.

The old models of lawnmowers had hydraulic motors that had a lot of mechanical issues. This new mower has been converted to an electric motor which will make it less susceptible to mechanical failure.

Chairwoman Winn asked the Council if they had any questions or comments on this item; there were no concerns.

Councilman McCall moved to adopt Resolution 2017-34. Councilman Pruden seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye." The motion passed.

6. **Resolution 2017-31 A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment, and Authorizing its Disposal**

Presented by Michelle Pitt

The police department has identified a number of items that are technology-related that they no longer need. The City has a written policy on disposing surplus technology-related equipment. The City tries to make full use of technology-related equipment. When the equipment gets to the point where they can no longer use them they request that they be declared surplus items so they can dispose of them. They try to recycle equipment as much as possible to minimize waste and environmental contamination. They are requesting the Council declare the items surplus so they can get rid of the items.

Chairwoman Winn and Councilman Pruden expressed their appreciation to the staff for doing their best to use the equipment for as long as possible.

Chairwoman Winn asked the Council if they had any questions or comments on this item; there were no concerns.

Councilman Pratt moved to adopt Resolution 2017-31. Councilman McCall seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye." The motion passed.

7. **Resolution 2017-35 A Resolution of the Tooele City Council Appointing Travis Brady to the Administrative Control Board of the North Tooele City Special Service District**

Presented by Roger Baker

The North Tooele City Special Service District is a government agency that was created by the City Council. The statute allows them to delegate the authority to an administrative control board. This administrative board has managed the North Tooele City Special Service District since 1999. Mr. Brady has expressed interest in filling the vacant position and the other members of the board have consented to his appointment. They are recommending him to the Council for appointment to the board.

Chairwoman Winn asked the Council if they had any questions or comments on this item; there were no concerns.

Chairwoman Winn stated that she has served on that board for the past four and a half years. She mentioned that the people on that board are very dedicated and truly want to serve their community in

the Overlake area. She expressed appreciation to Mr. Brady for his willingness to be a part of the organization.

Chairwoman Winn moved to adopt Resolution 2017-35. Councilman Wardle seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye." The motion passed.

8. Ordinance 2017-23 An Ordinance of Tooele City Renumbering Tooele City Code Section 8-3-14 Regarding Recreational Fires to Section 3-1-29

Presented by Roger Baker

The City currently has regulations for what types of fires are allowed at residential properties. Burning of waste is not allowed. Recreational fires are allowed under certain conditions in terms of the width and depth of the fire pit and height of the pile. This ordinance is in the Health Title of the City Code. It's more appropriate to move it under the Fire Title of the Code and put it under the direct authority of the Fire Department.

Chairwoman Winn asked the Council if they had any questions or comments on this item; there were no concerns.

Councilman Wardle moved to adopt Resolution 2017-23. Councilman Pratt seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye." The motion passed.

9. Resolution 2017-29 A Resolution of the Tooele City Council Approving an Easement for Rocky Mountain Power for an Electric Switch Gear Box at 900 West 894 South

Presented by Paul Hansen

He expressed appreciation to the Council for their support. The Powerpoint that was displayed at the meeting showed the location of a proposed power easement for Rocky Mountain Power. It is just south of the intersection of Timpie Road (900 South) and 900 West. Tooele City owns property where there is a buried water storage tank. There is an existing easement around the perimeter of that lot of 10 feet in width that is already available for easement by the various utility companies.

In an effort to increase the power grid in that part of the City, Rocky Mountain would like to increase the capacity of their switch box and put in a larger structure which would require some additional easement. They are requesting they go from a 10' x 10' easement to a 17.5' x 16' easement. It does not adversely impair the operation or use of the City's property. In exchange for the work Rocky Mountain will re-install the fence around that switch-gear box so that it's not interior to the City's water storage tank for security purposes. It's an above-ground box approximately 4' in height x 6' width x 6' depth.

Chairwoman Winn asked the Council if they had any questions or comments on this item; there were no concerns.

Councilman Pratt moved to adopt Resolution 2017-79. Councilman Pruden seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye." The motion passed.

10. Vista Linda Subdivision Preliminary Plan

Presented by Jim Bolser

On the east side of the community just north of Skyline Drive there is a section of Droubay Road where it extends north and ends in a dead end. There's a proposal to install a new 17 lot subdivision where Droubay Road ends. This is a preliminary plan; the developers will have to come back for final plat approval. They anticipate that it will happen in two phases, with one phase on each side of Droubay Road. The Planning Commission has had a public hearing and given a unanimous positive recommendation for this subdivision.

Chairwoman Winn asked the Council if they had any questions or comments on this item; there were no concerns.

Councilman Wardle moved to adopt the Vista Linda Subdivision Preliminary Plan. Councilman McCall seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye." The motion passed.

11. Minutes

Councilman Pratt moved to approve the minutes from the City Council Meeting dated July 19, 2017. Councilman Pruden seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye." The motion passed.

12. Invoices

Presented by Michelle Pitt

The quote is from Nidec but the City cannot purchase directly from their company; the payment will go to the Nickerson Company. An invoice for \$27,172.00 for a well replacement motor for well number six was presented.

The Mayor clarified that it would be a back-up motor for the well.

Councilman Pruden moved to approve the invoice. Councilman Pratt seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye." The motion passed.

13. Adjourn to RDA Meeting

Councilman Pruden moved to adjourn to the RDA Meeting. Councilwoman McCall seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilwoman Winn, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," Councilman Pratt, "Aye." The motion passed.

14. RDA Resolution 2017-06 A Resolution of the Redevelopment Agency of Tooele City, Utah, Approving an Easement for Rocky Mountain Power for a New Distribution Line Near 700 South Street

Presented by Paul Hansen

The power company currently owns an overhead power line that extends north and south between the railroad and the recently completed Tooele Boulevard. As part of the power company's plans to increase power service in that quadrant of the City, they approached the City about installing a new service line from that existing overhead line to the westernmost street (1050 West) on 700 South. The RDA has dedicated the right-of-way for Tooele Boulevard and 700 South, but they didn't dedicate an easement because there was no subdivision at the time. An easement is required to put the utility line in.

One of the conditions the Mayor made for installation of the utility line was that it would be an underground line. The company has agreed to do that, which is a tremendous cost-savings to the City. In the future the proposed easement may also be used for above ground structures such as switch boxes which will service the adjacent RDA property. Because of the benefit to the City, staff and the Administration propose the easement be provided at no cost.

Chairwoman Pratt asked the RDA if they had any questions or comments on this item; there were no concerns.

Councilman Wardle moved to adopt Resolution 2017-06. Councilman McCall seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye." The motion passed.

15. Adjourn

Councilman Pruden moved to adjourn to the RDA Meeting. Councilwoman Winn seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilwoman Winn, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," Chairman Pratt, "Aye." The motion passed.

The meeting adjourned at 7:43 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 6th day of September, 2017.

Debra E. Winn, Tooele City Council Chair

**Tooele City
Special Business Meeting Minutes**

Date: Wednesday, August 23, 2017
Time: 5:00 p.m.
Place: Tooele City Hall, Large Conference Room
90 North Main St., Tooele, UT

City Council Members Present:

Chairwoman Debbie Winn
Brad Pratt
Steve Pruden
Via Phone: Scott Wardle

Excused: Dave McCall

City Employees Present:

Glenn Caldwell, Finance Director
Michelle Pitt, City Recorder
Paul Hansen, City Engineer

Minutes prepared by Michelle Pitt

1. **Open Meeting**

Chairwoman Winn called the meeting to order at 5:00 p.m.

2. **Roll Call**

Brad Pratt, Present
Steve Pruden, Present
Debbie Winn, Present
Scott Wardle, Present via Phone

3. **Primary Vote Canvass:**

Councilman Pruden made a motion to accept the Primary Election Canvass Report as presented. Councilman Pratt seconded the motion. The vote was as follows: Councilman Pruden, "Aye," Councilman Wardle, "Aye," Chairman Pratt, "Aye," and Chairwoman Winn, "Aye."

4. **Adjourn**

Councilman Pratt moved to adjourn the meeting. Councilman Pruden seconded the motion. The vote was as follows: Councilman Pratt “Aye”, Councilman Pruden “Aye”, Councilman Wardle “Aye”, and Chairwoman Winn “Aye”.

The meeting adjourned at 5:02 p.m.

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

Approved this 6th day of September, 2017

Debra E. Winn, Tooele City Council Chair

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