

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council & Tooele City Redevelopment Agency will meet in a Work Session, on Wednesday, January 3, 2018 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:

- **Council/RDA Chair & Board/Committee Assignments**
- **Resolution 2018-08 A Resolution of the City Council Reappointing Phil Montano and Brad Clark, and Appointing Tony Graff, to the Planning Commission
Presented by Mayor Debbie Winn**
- **Resolution 2018-01 A Resolution of the Tooele City Council Authorizing the Purchase of Property from the Estate of Norma Holmquist for the Growth-Related Expansion of the Tooele City Softball Complex
Presented by Brian Roth**
- **Resolution 2018-09 A Resolution of the Tooele City Council Approving a Contract with Turf Sprinkler Company for the Dow James Ball Field Irrigation Renovation Project
Presented by Brian Roth**
- **Resolution 2018-03 A Resolution of the Tooele City Council Authorizing the Purchase of A Groundwater Protection Easement from Roxie and George Allen
Presented by Paul Hansen**
- **Ordinance 2018-02 An Ordinance of the Tooele City Council Correcting the 2010 Sewer Treatment and Collection Impact Fee Analysis
Presented by Paul Hansen**
- **Resolution 2018-10 A Resolution of the Tooele City Council Approving a Memorandum of Agreement with the Utah National Guard
Presented by Roger Baker**
- **Resolution 2018-04 A Resolution of the Tooele City Council Approving An Agreement With SKM, Inc. for Maintenance Services of the City's Municipal Culinary Water And Water Reclamation Systems' Supervisory Control and Data Acquisition System ("SCADA")
Presented by Jim Bolser**

4. Close Meeting

- **Litigation and 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@tooelecitecity.org, Prior to the Meeting.

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council & Tooele City Redevelopment Agency of Tooele City, Utah, will meet in a Business Meeting on Wednesday, January 3, 2018 at the hour of 7:00 P.M. The meeting will be held in the Tooele City Hall Council Room located at 90 North Main Street, Tooele, Utah.

1. **Pledge of Allegiance**
2. **Resolution 2018-02 A Resolution of the Tooele City Council Reappointing Michelle Pitt as City Recorder of Tooele City for a Term of Two Years
Presented by Council Chairman**
3. **Official Swearing in of Re-Appointed City Recorder
Presented by Lisa Carpenter**
4. **Official Swearing in of Newly Elected Mayor
Presented by Michelle Pitt**
5. **Official Swearing in of Newly Elected City Council Members
Presented by Michelle Pitt**
6. **Official Swearing in of Newly Appointed Tooele City Fire Chief and Officers
Presented by Michelle Pitt**
7. **Roll Call**
8. **Public Comment Period**
9. **Election of Council/Chair & Board/Committee Assignments**
10. **Ordinance 2018-01 An Ordinance of the Tooele City Council Establishing the Dates, Time, and Place of its Public Meetings in 2018
Presented by Michelle Pitt**
11. **Resolution 2018- 07 A Resolution of the Tooele City Council Reappointing Shauna Bevan and Chris Sloan to the Planning Commission
Presented by Council Chairman**
12. **Resolution 2018-08 A Resolution of the Tooele City Council Reappointing Phil Montano and Brad Clark, and Appointing Tony Graff, to the Planning Commission
Presented by Mayor Debbie Winn**
13. **Resolution 2018-01 A Resolution of the Tooele City Council Authorizing the Purchase of Property from the Estate of Norma Holmquist for the Growth-Related Expansion of the Tooele City Softball Complex
Presented by Brian Roth**
14. **Resolution 2018-09 A Resolution of the Tooele City Council Approving a Contract with Turf Sprinkler Company for the Dow James Ball Field Irrigation Renovation Project
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- 15. Resolution 2018-03 A Resolution of the Tooele City Council Authorizing the Purchase of A Groundwater Protection Easement from Roxie and George Allen
Presented by Paul Hansen**
- 16. Ordinance 2018-02 An Ordinance of the Tooele City Council Correcting the 2010 Sewer Treatment and Collection Impact Fee Analysis
Presented by Paul Hansen**
- 17. Resolution 2018-10 A Resolution of the Tooele City Council Approving a Memorandum of Agreement with the Utah National Guard
Presented by Roger Baker**
- 18. Resolution 2018-04 A Resolution of the Tooele City Council Approving An Agreement With SKM, Inc. for Maintenance Services of the City's Municipal Culinary Water And Water Reclamation Systems' Supervisory Control and Data Acquisition System ("SCADA")
Presented by Jim Bolser**
- 19. Minutes
December 6, 2017**
- 20. Invoices
Presented by Michelle Pitt**
- 21. Adjourn to an RDA Meeting**
- 22. Open RDA Meeting**
- 23. Appoint RDA Chair**
- 24. RDA Resolution 2018 - 01 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Establishing It's Public Meeting Schedule for Calendar Year 2018
Presented by Michelle Pitt**
- 25. Minutes
December 6, 2017**
- 26. 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@tooelecit.org, Prior to the Meeting.

TOOELE CITY CORPORATION

RESOLUTION 2018-02

A RESOLUTION OF THE TOOELE CITY COUNCIL REAPPOINTING MICHELLE PITT AS CITY RECORDER OF TOOELE CITY FOR A TERM OF TWO YEARS.

WHEREAS, the Utah Code provides that “on or before the first Monday in February following a municipal election, the mayor, with the advice and consent of the city council, shall appoint a qualified person to each of the offices of city recorder and treasurer” (U.C.A. §10-3-916(1)); and,

WHEREAS, the amended Tooele City Charter, effective January 2, 2006, provides that the City Council, with the advice of the Mayor, shall select the City Recorder, who shall be the clerk of the Council (Charter §3-01); and,

WHEREAS, the Charter provides that the City Recorder appointment shall be for a term of two years unless sooner removed for cause (Charter §3-01); and,

WHEREAS, on February 2, 2011, with the advice of Mayor Dunlavy, the City Council appointed Michelle Pitt to serve as City Recorder for the remainder of former City Recorder Sharon Dawson’s term, through January 15, 2012; and,

WHEREAS, by Resolution 2012-01, approved on January 4, 2012, the City Council appointed Michelle Pitt to serve a two-year term as City Recorder; and,

WHEREAS, by Resolution 2014-02, approved on January 15, 2014, the City Council reappointed Michelle Pitt to serve a two-year term as City Recorder; and,

WHEREAS, by Resolution 2016-04, approved on January 6, 2016, the City Council reappointed Michelle Pitt to serve a two-year term as City Recorder; and,

WHEREAS, with the advice of Mayor Winn, the City Council desires to reappoint Michelle Pitt to the office of Tooele City Recorder; and,

WHEREAS, although the Utah Code provides that the “city recorder is ex officio the city auditor and shall perform the duties of that office” (U.C.A. §10-3-916(2)), the City Charter provides that the City Council shall select an independent auditor to conduct the annual financial audit required by law (Charter §3-02):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Michelle Pitt is hereby reappointed to the position of City Recorder for Tooele City for a term of two years, through January 15, 2020.

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 _____, 2016.

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, Tooele City Attorney

TOOELE CITY CORPORATION

ORDINANCE 2018-01

AN ORDINANCE OF THE TOOELE CITY COUNCIL ESTABLISHING THE DATES, TIME, AND PLACE OF ITS PUBLIC MEETINGS IN 2018.

WHEREAS, Tooele City Charter Section 2-04 and Tooele City Code Section 1-5-3 require the City Council to prescribe by ordinance the date, time, and place of its public meetings, and provide for at least one public meeting to be held each month;

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the Tooele City Council's regular public meetings for calendar year 2018 shall be held at Tooele City Hall, 90 North Main Street, Tooele, Utah at 7:00 p.m., according to the schedule. The City Council may amend this meeting schedule, and may cancel or add meetings, at any time.

January 3rd & 10th

February 7th & 21st

March 7th & 21st

April 4th & 18th

May 2nd & 16th

June 6th & 20th

July 18th

August 1st & 15th

September 5th & 19th

October 3rd & 17th

November 7th & 21st

December 5th & 19th

This Ordinance is necessary for the immediate preservation of the peace, health and safety of Tooele City and shall take effect immediately upon publication.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2018-07

A RESOLUTION OF THE TOOELE CITY COUNCIL REAPPOINTING SHAUNA BEVAN AND CHRIS SLOAN TO THE PLANNING COMMISSION.

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

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

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

WHEREAS, current Commission members Shauna Bevan and Chris Sloan each desire to be reappointed for an additional four-year term, effective January 3, 2018, and ending December 31, 2021:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Shauna Bevan and Chris Sloan each are hereby reappointed to the Planning Commission for a four-year term, effective January 3, 2018, through December 31, 2021.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ___ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

Roger Evans Baker, Tooele City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2018-08

A RESOLUTION OF THE TOOELE CITY COUNCIL REAPPOINTING PHIL MONTANO AND BRAD CLARK, AND APPOINTING TONY GRAF, TO THE PLANNING COMMISSION.

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

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

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

WHEREAS, the Mayor has reappointed Phil Montano for a new term of four years, expiring December 31, 2021; and,

WHEREAS, the Mayor has reappointed Brad Clark, from his position as an alternate commissioner, to the Planning Commission to fill the term of former commissioner Tom Poyner, expiring December 31, 2019; and,

WHEREAS, the Mayor has appointed Tony Graf (see Exhibit B) to the Planning Commission for a term of four years, expiring December 31, 2021; and,

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

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

NOW, THEREFORE, BE IT ADKNOWLEDGED BY THE TOOELE CITY COUNCIL that the Mayor has reappointed Phil Montano and Brad Clark, and appointed Tony Graf, to the Planning Commission, for the terms shown in Exhibit A.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2018.

Exhibit A

Planning Commission Member	Term Begin Date	Term End Date	Date of First Appointment
Matt Robinson (Council)	01-01-2012	12-31-2019	05-19-2010 (alternate)
Melanie Hammer (Mayor)	01-01-2012	12-31-2019	01-01-2010 (alternate)
Shauna Bevan (Council)	01-01-2014	12-31-2021	03-20-2013 (alternate)
Brad Clark (Mayor)	01-01-2018	12-31-2019	01-20-2016 (alternate)
Phillip Montano (Mayor)	01-01-2014	12-31-2021	01-18-2006
Chris Sloan (Council)	01-01-2014	12-31-2021	02-16-2011 (alternate)
Tony Graf (Mayor)	01-03-2018	12-31-2021	01-03-2018
(Alternate) (Mayor)			
(Alternate) (Council)			

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

Roger Evans Baker, Tooele City Attorney

Exhibit B

Tony Graf Letter of Interest

December 13, 2017

Dear Mayor-Elect Winn,

I am interested in being a member of the Tooele City Planning Commission.

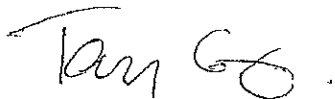
My family and I moved to Tooele City two years ago and we have enjoyed our time in the community. As an interested member of our community, I would like to volunteer my time, skills, and talents to assist in planning the future of our city.

When we moved to Utah from American Samoa, we knew we wanted to move to Tooele as it is family-friendly, has a small town feel, and is a place we want our girls to grow-up.

What has piqued my interest in seeking an appointment to the Planning Commission is my deep desire to serve the City. I have had the opportunity to serve as an attorney to a town council and a county commission and I understand the aspects of municipal law. I hope to use my training and experience to be a contributing member of the commission.

I would be happy to provide my resume or answer any questions you may have. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Tony Graf, Jr." with a stylized flourish at the end.

Tony F. Graf, Jr.
801.949.9969
tfgraf@gmail.com

TOOELE CITY CORPORATION

RESOLUTION 2018-01

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE PURCHASE OF PROPERTY FROM THE ESTATE OF NORMA HOLMQUIST FOR THE GROWTH-RELATED EXPANSION OF THE TOOELE CITY SOFTBALL COMPLEX.

WHEREAS, Tooele City owns and operates a softball four-plex facility (the "Complex") adjacent to Tooele City's Pratt Aquatic Center; and,

WHEREAS, residential growth has led to increased demand for the Complex and has caused Tooele City to desire to acquire additional property in order both to expand the Complex and to increase the flexibility for use of the Complex by altering and adding to the types of fields available; and,

WHEREAS, Tooele City retained Valbridge Property Advisors to appraise a 1.04-acre parcel of property (the "Property"), located west of the Complex. Valbridge determined the fair market value of the Property to be \$65,000 (see the following: illustration of the Property attached as Exhibit A; excerpts of the Valbridge appraisal report attached as Exhibit B); and,

WHEREAS, the Property owner's authorized representatives have agreed to sell the Property to Tooele City in exchange for the fair market value and a permanent plaque acknowledging the family and forebears of the recent-past Property owner, Norma Lou Holmquist; and,

WHEREAS, the Property owner's authorized representatives have agreed to the Real Estate Purchase Contract and Addendum #1 (collectively the "REPC") attached as Exhibit C; and,

WHEREAS, the REPC contains the agreed-to language for the plaque; and,

WHEREAS, because the need to expand and realign the Complex is growth-driven, the purchase of the Property is eligible for payment from Parks and Recreation impact fee revenues (however, only a portion of the Complex expansion and realignment design and construction costs are eligible for impact fee revenue payments, that portion to be determined by the City's design professionals); and,

WHEREAS, the Board of the Tooele County School District has agreed to contribute at least \$500,000 toward the cost of designing and constructing the Complex's expansion and realignment because the Complex will be utilized by Tooele high school and junior high school students and teams; and,

WHEREAS, The City Administration, including the Director of Parks and Recreation, recommends the acquisition of the Property, under the terms and conditions stated in the REPC, as being in the best interest of Tooele City:

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

1. Tooele City's purchase of the Property under the terms and conditions stated in the REPC is hereby approved;
2. the REPC is hereby approved; and,
3. the Mayor is hereby authorized to execute all documents necessary to acquire the Property.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2018.

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:



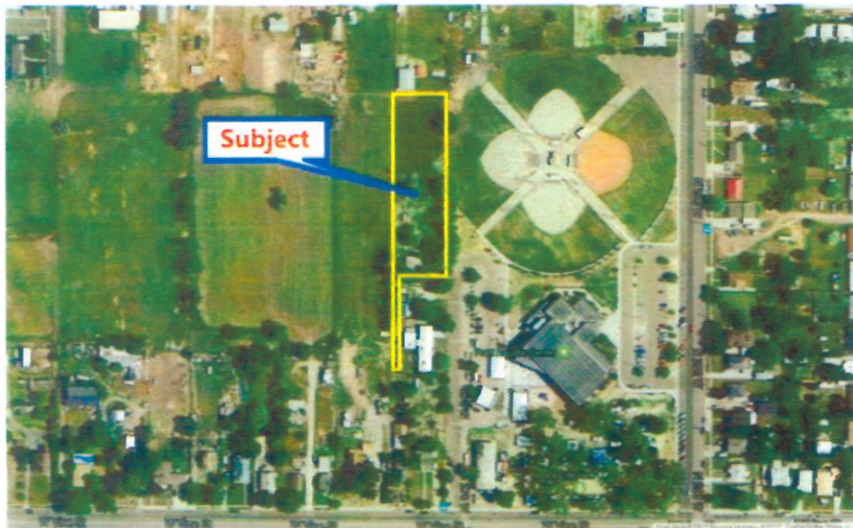
Roger Evans Baker, City Attorney

Exhibit A

Property Illustration

Aerial and Front Views

AERIAL VIEW



FRONT VIEW



Exhibit B

Appraisal Report Excerpts

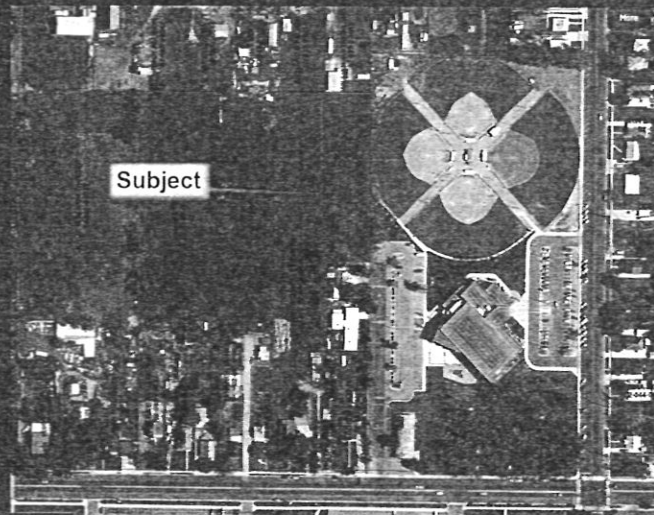


Valbridge
PROPERTY ADVISORS

Appraisal Report

1.040 Acres of Residential Land
95 North 270 West
Tooele, Utah 84074

Date of Valuation: April 21, 2017



FOR:

Mr. Randy Sant
Economic Development Consultant
Tooele City
90 North Main Street
Tooele, UT 84074

**Valbridge Property Advisors |
Free and Associates, Inc.**

1100 East 6600 South, Suite 201
Salt Lake City, Utah 84121
801-262-3388 phone
801-262-7893 fax
valbridge.com

Valbridge File Number:
UT01-17-0216

Summary of Valuation - Reconciliation

The indicated value and our concluded market value for the subject property are summarized in the following table.

Value Conclusions	
Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	April 21, 2017
Value Conclusion	\$65,000
	\$1.43 psf

Exposure Time and Marketing Periods

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, marketing and exposure time estimates of six to 12 months and six to 12 months, respectively, are considered reasonable and appropriate for the subject property.

Summary of Salient Facts

Property Identification

Property Name	1.040 Acres of Residential Land
Property Address	95 North 270 West Tooele, Tooele County, Utah, 84074
Latitude & Longitude	40.532296, -112.306414
Tax Parcel Number	02-083-0-0023
Property Owner	Norma Lou Holmquist

Site

Zoning	Residential (R1-7)
FEMA Flood Map No.	49045C1645C
Flood Zone	Z or C Zone
Land Area	1.040 acres

Valuation Opinions

Highest & Best Use - As Vacant	Single-family residence
Highest & Best Use - As Improved	Razing of existing improvements for future development
Reasonable Exposure Time	Six to 12 months
Reasonable Marketing Time	Six to 12 months

Value Indications

Approach to Value	As Is
Sales Comparison	\$65,000
Cost	Not Developed
Income Capitalization	
Direct Capitalization	Not Developed
Yield Capitalization (DCF)	Not Developed
Reconciled Income Capitalization	Not Developed

Value Conclusions

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	April 21, 2017
Value Conclusion	\$65,000
	\$1.43 psf

Our findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- The appraised value is based on the extraordinary assumption that the soil is clean of contamination. The presence of contamination exceeding action levels will substantially reduce market value of the real property.

Site Description

The subject site is located at the street end of 270 West in Tooele. The characteristics of the site are summarized as follows:

Site Characteristics

Location:	At the street end of 270 West
Gross Land Area:	1.040 Acres or 45,302 SF
Usable Land Area:	1.040 Acres or 45,302 SF
Shape:	Rectangular with stem
Topography:	Basically level
Elevation:	±4,987 feet
Drainage:	Appears adequate
Grade:	At street grade with abutting 270 West
Utilities:	Power, water, and gas; sewer is provided by a septic tank
Off-Site Improvements:	Asphalt paved street
On-Site Improvements:	Gravel driveway, outbuilding, and perimeter field fencing
Building Improvements:	930 sf single-family home originally constructed in 1946 (no contributory value)
Interior or Corner:	Interior
Signalized Intersection:	No: No traffic signal at, or near, the site
Excess Land:	None
Surplus Land:	None

Street Frontage / Access

Frontage/Access:	Adequate along 270 West (publicly dedicated street)
Overall Visibility:	Fair / Average
Traffic Count:	270 West - Low
Street Types:	2-lane asphalt paved street
Comments:	The subject site is assumed to have adequate frontage and access along the west side of 270 West.

Flood Zone Data

Flood Map Panel/Number:	49045C1645C
Flood Map Date:	November 18, 2009
Flood Zone:	Z or C Zone - Area of low risk flooding.

Other Site Conditions

Soil Type:	Soil conditions appear to be adequate to support development based on the existing structure on the site and surrounding development
Environmental Issues:	The property has no known history of potential problems and none were observed during the property inspection.
Easements/Encroachments:	None known that would adversely affect development
Earthquake Zone:	Very Low - Less than 5 percent probability of liquefaction within the next 100 years

Adjacent Land Uses

North:	Older single-family residential uses
South:	Older single-family homes and Vine Street
East:	Tooele City Park, Pratt Aquatic Center, 200 West, single-family residential development
West:	Vacant land and older single-family residential uses

Site Ratings

Access:	Adequate along 270 West
Visibility:	Fair / Average

Zoning Designation

Zoning Jurisdiction:	Tooele City
Zoning Classification:	R1-7, Residential
Permitted Uses:	Single-family residential uses
Zoning Comments:	The Medium Density Residential District (R1-7) is designed to provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City's residential areas as safe and convenient places to live.

Minimum Lot Size -	7,000 square feet
Minimum Lot Frontage/Width -	35 feet; 60 feet at front setback line
Min. Front Yard Setback -	20 feet
Min. Side Yard Setback -	6 feet (interior); 20 feet (corner lot)
Max. Structure Height -	35 feet

Analysis/Comments on Site

Based on the characteristics above, the site is suitable for a variety of legal uses.

TAX/PLAT MAP

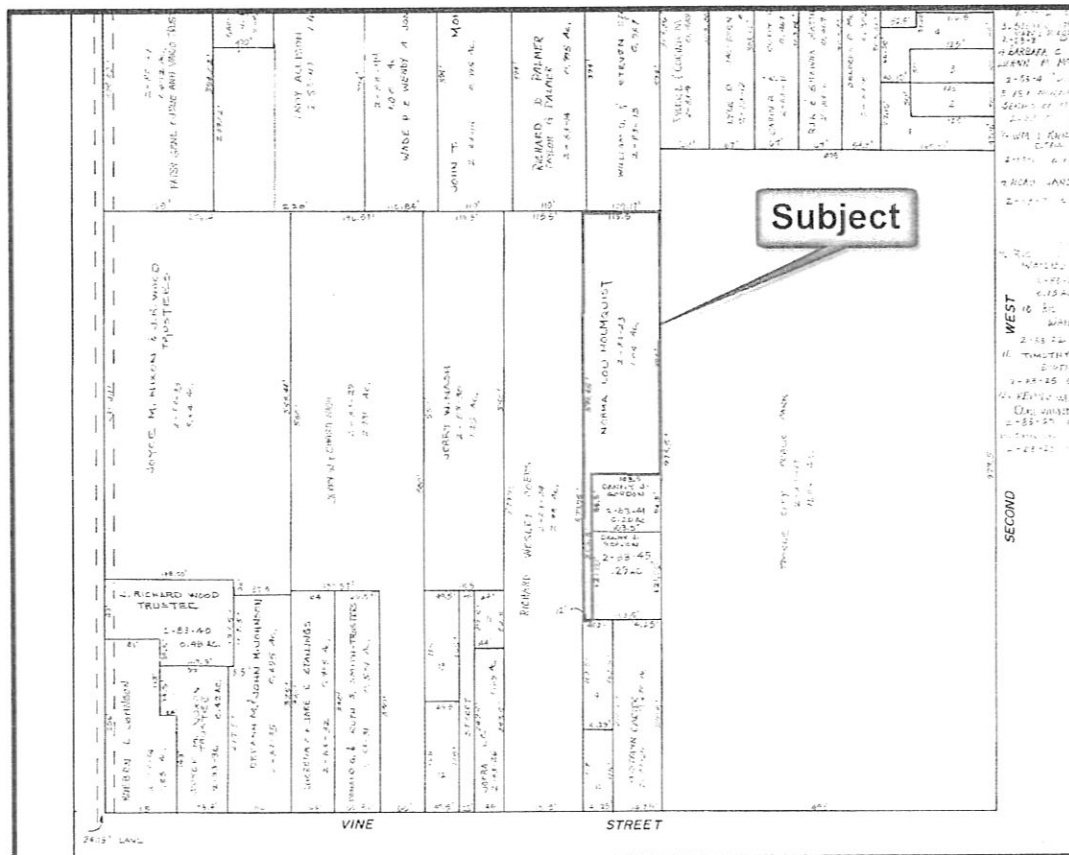
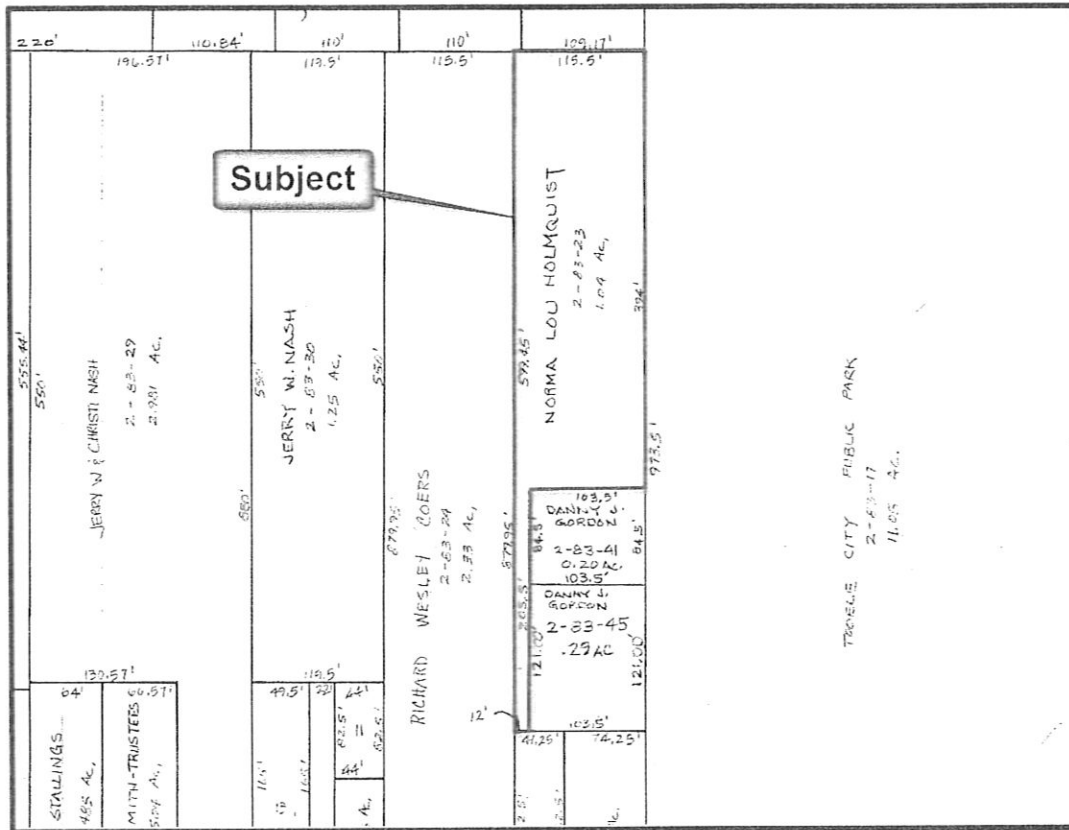


Exhibit C

Real Estate Purchase Contract

and

Addendum #1

(REPC)

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this 4 day of January, 2018 ("Offer Reference Date") Tooele City Corporation ("Buyer") offers to purchase from The Estate of Norma Holmquist ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$0 in the form of na. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

OFFER TO PURCHASE

1. PROPERTY: 95 North 270 West

City of Tooele, County of Tooele, State of Utah, Zip 84074 Tax ID No. 2-83-23 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): washers dryers refrigerators microwave ovens other (specify) _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ARE ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 Excluded Items. The following items are excluded from this sale: no excluded items.

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: no excluded water rights/water shares.

2. PURCHASE PRICE.

2.1 Payment of Purchase Price. The Purchase Price for the Property is \$ 65,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$ <u>0</u>	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
\$ <u>0</u>	(b) Additional Earnest Money Deposit (see Section 8.4 if applicable)
\$ <u>0</u>	(c) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
\$ <u>0</u>	(d) Seller Financing (see attached Seller Financing Addendum)
\$ <u>65,000.00</u>	(e) Balance of Purchase Price in Cash at Settlement
\$ <u>65,000.00</u>	PURCHASE PRICE. Total of lines (a) through (e)

2.2 Sale of Buyer's Property. Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above IS IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

Page 1 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: Upon Recording; 1.0 Hours after Recording; Calendar Days after Recording. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) no assessments exist. The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) Escrow Fees. Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) Rental Deposits/Prepaid Rents. Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) no change of ownership fees apply. The provisions of this Section 4.3(c) shall survive Closing.

(d) Utility Services. Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) Sales Proceeds Withholding. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent(s) John Paul Holmquist, represent(s) Seller both Buyer and Seller as Limited Agent(s);
Seller's Agent(s) Utah Real Estate License Number(s): none; acting as authorized signatory for the estate.

Seller's Brokerage none, represents Seller both Buyer and Seller as Limited Agent;
Seller's Brokerage Utah Real Estate License Number: na.

Buyer's Agent(s) Roger Evans Baker, Tooele City Attorney, represent(s) Buyer both Buyer and Seller as Limited Agent(s);
Buyer's Agent(s) Utah Real Estate License Number(s): none.

Buyer's Brokerage none, represents Buyer both Buyer and Seller as a Limited Agent.
Buyer's Brokerage Utah Real Estate License Number: na.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) Long-Term Lease or Rental Agreements. Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing.

The provisions of this Section 6.1(a) shall survive Closing.

(b) Short-Term Rental Bookings. Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("*Owner's Policy*") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) no other disclosures.

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal

Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) **No Financing Required.** Buyer's obligation to purchase the Property IS NOT conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) **Financing Required.** Buyer's obligation to purchase the Property IS conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon \$_____ of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) **Earnest Money Deposit(s) Released to Seller.** If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ na _____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. 1 _____ Seller Financing Addendum FHA/VA Loan Addendum Other (specify) _____.

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan WILL WILL NOT be included in this transaction. If included, the Home Warranty Plan shall be ordered by Buyer Seller and shall be issued by a company selected by Buyer Seller. The cost of the Home Warranty Plan shall not exceed \$ na ____ and shall be paid for at Settlement by Buyer Seller.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of Section 10.2 shall survive Closing.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in

the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller **MAY NOT** after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: **SHALL** **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

23. ACCEPTANCE. "Acceptance" occurs **only** when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline January 15, 2018 (Date)
- (b) Due Diligence Deadline January 31, 2018 (Date)
- (c) Financing & Appraisal Deadline na (Date)
- (d) Settlement Deadline February 15, 2018 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [x] PM Mountain Time on January 5, 2018 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

 (Buyer's Signature) (Date) (Buyer's Signature) (Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
- REJECTION:** Seller rejects the foregoing offer.

 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.

**ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of January 4, 2018, including all prior addenda and counteroffers, between Tooele City Corporation as Buyer, and The Estate of Norma Holmquist as Seller, regarding the Property located at 95 North 270 West, Tooele City, Tooele County, Utah. The following terms are hereby incorporated as part of the REPC:

Upon Buyer constructing baseball or softball field improvements on the subject property, Buyer shall install a plaque or engraving containing the following language: "The property to expand this baseball/softball complex was acquired from the estate of Norma Holmquist in 2017. Norma's childhood home was on this land where she lived with her parents Raymond Loren Russell and Ida Christine Russell Dymock and siblings: Vance Raymond, Ida Veloy, Nedra Grace, and Mary Rae. Norma was a lifeguard at the Tooele Aquatic Center in her youth. The Dymock and Russell families are descended from LDS pioneers and were some of the early settlers in Tooele County."

Property description as follows: COM 7 1/2 CHS W & 29 RDS 7.5 FT N OF SE COR OF BLK 4, PLAT B TCS, W 103.5 FT, S 205.5 FT, W 12 FT, N 36 1/3 RDS, E 7 RDS, S 23 RDS 14.5 FT TO BEG. 1.040 ACRES MORE OR LESS.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS:

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 5:00 AM PM Mountain Time on January 5, 2018 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:
 ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

TOOELE CITY CORPORATION

RESOLUTION 2018-09

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH TURF SPRINKLER COMPANY FOR THE DOW JAMES BALL FIELD IRRIGATION RENOVATION PROJECT.

WHEREAS, the Administration desires to install a new irrigation system at the existing Dow James ball field, and publicly bid the Dow James Ball Field Irrigation Renovation Project (“Project”); and,

WHEREAS, the lowest responsive, responsible bidder for the Project was Turf Sprinkler Company, with a bid of \$61,155; and,

WHEREAS, it is in the best interest of Tooele City to undertake the Project, improving the Dow James ball field for high school, club, and public play; and,

WHEREAS, the form of the contract to be executed for the Project is attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that a contract (Exhibit A) with Turf Sprinkler Company for the Dow James Ball Field Irrigation Renovation Project, with a contract price of \$61,155, is hereby approved.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ___ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Form of Contract with Turf Sprinkler Company

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____
- C. Telephone number: _____
- D. Facsimile number: _____

1.2 OWNER

- A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

Dow James Ball Field Irrigation Renovation Project

1.4 ENGINEER

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
 - 1. Base Bid.
 - 2. _____
 - 3. _____

- C. An Agreement Supplement [_____] is, [_____] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: _____ Dollars

2.2 CONTRACT TIME

- A. The Work shall be fully completed by March 1, 2018
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. _____

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.
- Late Contract Time Completion:**
Five Hundred dollars and 00 cents (\$ 200.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
 - Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 200.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.
- D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the _____ day of _____, 2017.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: _____
- B. Please print name here: _____
- C. Title: _____
- D. CONTRACTOR's Utah license number: _____

TOOELE CITY CORPORATION

RESOLUTION 2018-03

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE PURCHASE OF A GROUNDWATER PROTECTION EASEMENT FROM ROXIE AND GEORGE ALLEN.

WHEREAS, Tooele City previously purchased land adjacent to 1000 North Street for the construction of a culinary water production well ("Well"); and,

WHEREAS, the laws of the State of Utah, Tooele County, and Tooele City all require the protection of the groundwater sources, such as the Well, from contamination, including the establishment of various groundwater protection zones, which increase in stringency with proximity to the groundwater source; and,

WHEREAS, to comply with applicable laws, and to provide a safe drinking water source for Tooele City, the City proposes to acquire a Groundwater Protection Easement from Roxie and George Allen for the sum of \$16,710.00 (see the form Groundwater Protection Easement, together with its illustrations and exhibits, attached as Exhibit A); and,

WHEREAS, the easement purchase price is based upon appraised market value multiplied by a factor of 0.52 (52%); and,

WHEREAS, purchasing the Groundwater Protection Easement is in the best interest of Tooele City and its residents, businesses, and visitors:

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

1. Tooele City's purchase of the Groundwater Protection Easement, attached as Exhibit A, is hereby approved; and,
2. the Mayor is hereby authorized to execute all documents necessary to purchase the Groundwater Protection Easement.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2018.

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

Groundwater Protection Easement

CONTACT:
Public Works Director
Tooele City Corporation
90 North Main Street
Tooele, Utah 84074
(435) 843-2130

Affected Parcel: 02-127-0-0017

GROUNDWATER PROTECTION EASEMENT

ROXIE J. ALLEN and GEORGE D. ALLEN, GRANTORS, do hereby convey to TOOELE CITY CORPORATION, a municipal corporation and charter city of the State of Utah, GRANTEE, a perpetual Groundwater Protection Easement ("Easement"), subject to the terms and conditions contained herein.

1. **Purpose.** Grantee intends to construct a municipal culinary water well ("Well") on Grantee's property. The purpose of this Easement is to protect the groundwater associated with the Well.

2. **Description.** The legal description of the property subject to the Easement (the "Easement Property") is attached as Exhibit A, and the Easement Property is illustrated in the attached Exhibit B:

3. **Consideration.** Grantee shall pay to Grantors, concurrent with the delivery of the executed Easement to Grantee, the Deposit Sum of \$2,000.00. Should the Well yield a sufficient quantity and quality of culinary water, in Grantee's sole discretion, Grantee shall give written notice to Grantors of such sufficiency and, with the notice, shall pay the Remainder Sum of \$14,710.00, for a total Easement purchase price of \$16,710.00. Should the Well not yield a sufficient quantity and quality of culinary water, in Grantee's sole discretion, (1) Grantee shall give written notice to Grantors of such insufficiency, (2) Grantee shall abandon the Well pursuant to applicable State of Utah rules and regulations, (3) Grantors shall be entitled to keep the Deposit Sum, with no claim to the Remainder Sum, and (4) this Easement shall become void and of no further force and effect.

4. **Groundwater Protections.** Use of the Easement Property shall be limited as follows:

(A) Source Protection Plan. Grantors acknowledge the existence and applicability of that certain "Drinking Water Source Protection Plan for the Tooele City, Utah, Fire Station Well."

(B) Potential Contamination Sources. Grantors shall not allow uncontrolled Potential Contamination Sources to exist on the Easement Property. A non-exclusive listing of typical Potential Contamination Sources is attached hereto and incorporated herein as Exhibit C. The term Potential Contamination Source is defined by Rule 309-600-6(1)(w) of the Utah Rules of Administrative Procedure as "any facility or site which employs an activity or procedure which

may potentially contaminate ground water. A pollution source is also a potential contamination source.” Should Rule 309-600-6 be amended, the amended Rule shall apply.

(C) Sanitary Sewer. No sanitary sewer line shall be located within 50 feet of the Well. Sanitary sewer lines installed farther than 50 feet from the Well shall be constructed in accordance with Rule 309-515-6 of the Utah Rules of Administrative Procedure, as amended.

(D) Tooele City Source Protection Ordinance. All uses of the Easement Property shall be subject to Tooele City Code Chapter 9-5, attached hereto and incorporated herein as Exhibit D.

(E) Tooele County Source Protection Ordinance. All uses of the Easement Property shall be subject to Tooele County Land Use Ordinance Chapter 25, as amended, attached hereto and incorporated herein as Exhibit E.

5. Right of Entry. Grantee shall have the right to enter onto the Easement Property for purposes of determining compliance with the Easement terms and conditions.

6. Grantor Uses. Grantors shall retain the right to use the Easement Property for all purposes not inconsistent with or in violation of the terms and conditions of the Easement, the Easement Exhibits, and applicable laws.

7. Binding Nature. This Easement shall be binding upon, and inure to the benefit of, all successors and assigns.

WITNESS the execution hereof this _____ day of _____, 2018.

ROXIE J. ALLEN, GRANTOR

GEORGE D. ALLEN, GRANTOR

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

On the _____ day of _____, 2018, personally appeared before me Roxie J. Allen and George D. Allen, Grantors, who duly acknowledged to me that they are the sole owners of described Easement Property, with full authority to execute this Groundwater Protection Easement.

Notary Public

Exhibit A

Legal Description

Exhibit "A"

BOUNDARY DESCRIPTION

A well protection zone easement, situate in the Southeast Quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Tooele County, Utah, more particularly described as follows:

Beginning at a point on the west line of TLI Minor Subdivision, as recorded September 9, 2009, under Entry no. 332783, in the Tooele County Recorder's Office, said point being South 89°43'06" West 353.99 feet along the Section line, and North 0°16'54" West 42.00 feet to the north line of 1000 North Street and the south line of said TLI Minor Subdivision and North 0°08'45" West 222.83 feet along the west line of said subdivision from the Southeast Corner of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South 89°38'01" West 85.27 feet;

thence North 0°11'22" West 130.73 feet to the southerly line of said subdivision;

thence North 89°51'15" East 85.37 feet along said south line to an interior corner thereof;

thence South 0°08'45" East 130.40 feet along the west line of said subdivision, to the Point of Beginning.

Easement contains: 11,140 square feet or 0.256 acres.

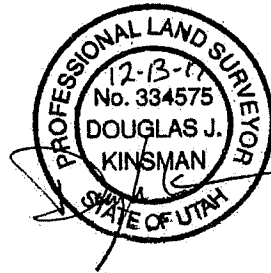
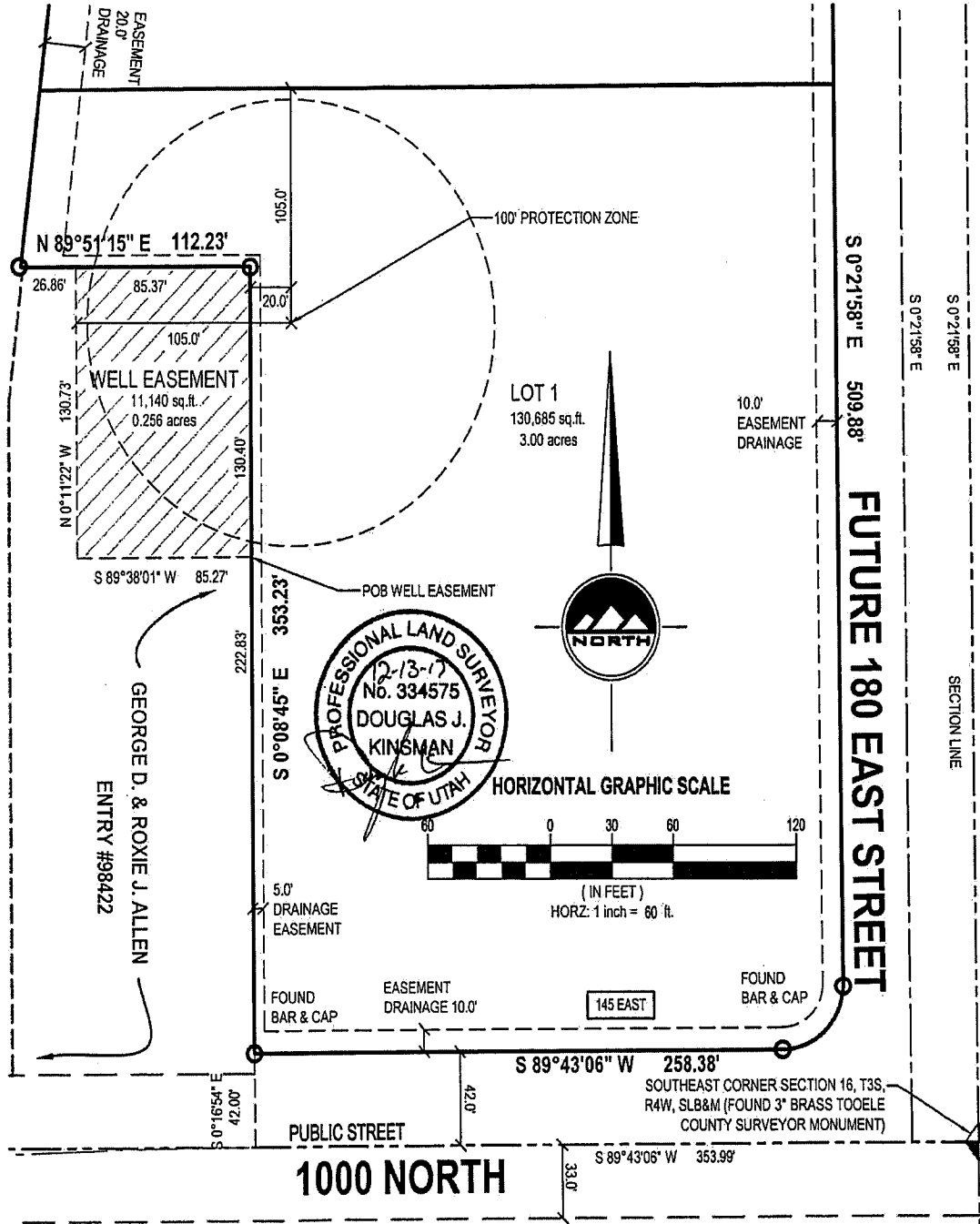


Exhibit B Easement Property Illustration



<p>PROJECT # DATE T1214K 12/13/17</p> <p style="font-size: 24pt; font-weight: bold; text-align: center;">C1.0</p> <p>FILE #</p>	<p>100' WATER WELL PROTECTION ZONE</p> <p>1000 NORTH TOOELE, UTAH EXHIBIT "B"</p>	<p>FOR TOOELE CITY 38 NORTH MAIN TOOELE, UTAH 84074 PHONE: 435-843-2130</p>	<p>168 N. Main Street, Unit 1 Tooele, Utah 84074 Phone: 435.843.3590 Fax: 435.578.0108 www.ensigneng.com</p> <div style="text-align: right;"> </div>
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Exhibit C

Potential Contamination Sources

POTENTIAL CONTAMINATION SOURCES

1. Active and abandoned wells
2. Agricultural pesticide, herbicide, and fertilizer storage, use, filling, and mixing areas
3. Airport maintenance and fueling sites
4. Animal feeding operations with more than ten animal units
5. Animal watering troughs located near unfenced will and springs that attract livestock
6. Auto washes
7. Beauty salons
8. Boat builders and refinishers
9. Chemical reclamation facilities
10. Chemigation wells
11. Concrete, asphalt, tar, and coal companies
12. Dry cleaners
13. Farm dump sites
14. Farm maintenance garages
15. Feed lots
16. Food processors, meat packers, and slaughter houses
17. Fuel and oil distributors and storers
18. Furniture strippers, painters, finishers, and appliance repairers
19. Grave yards, golf courses, parks, and nurseries
20. Heating oil storers
21. Industrial manufacturers: chemicals, pesticides, herbicides, paper and leather products, textiles, rubber, plastic, fiberglass, silicone, glass, pharmaceutical, and electrical equipment, etc.
22. Industrial waste disposal/impoundment areas and municipal wastewater treatment plants, landfills, dumps, and transfer stations
23. Junk and salvage yards
24. Laundromats
25. Machine shops, metal platers, heat treaters, smelters, annealers, and descalers
26. Manure piles
27. Medical, dental, and veterinarian offices
28. Mortuaries
29. Mining operations
30. Muffler shops
31. Pesticide and herbicide storers and retailers
32. Photo processors
33. Print shops
34. Radiological mining operations
35. Railroad yards
36. Research laboratories
37. Residential pesticide, herbicide, and fertilizer storage, use, filling, and mixing areas
38. Residential underground storage tanks
39. Roads, highways, and freeways
40. Salt and sand-salt piles
41. Sand and gravel mining operations
42. School vehicle maintenance barns
43. Sewer lines
44. Single-family septic tank/drain-field systems
45. Sites of reported spills
46. Small engine repair shops
47. Stormwater impoundment sites and snow dumps
48. Subdivisions using subsurface wastewater disposal systems (large and individual septic tank/drain-field systems)
49. Submersible pumps used to pump wells
50. Taxi cab maintenance garages
51. Tire shops
52. Toxic chemical & oil pipelines
53. Vehicle chemical supply storers and retailers
54. Vehicle dealerships
55. Vehicle quick lubes
56. Vehicle rental shops
57. Vehicle repair, body shops, and rust proofers
58. Vehicle service stations and terminals
59. Wood preservers

Exhibit D

Tooele City Code Chapter 9-5

CHAPTER 5. DRINKING WATER SOURCE PROTECTION.

- 9-5-1. Short Title and Purpose.
- 9-5-2. Definitions.
- 9-5-3. Establishment of Drinking Water Source Protection Zones.
- 9-5-4. Permitted Uses.
- 9-5-5. Prohibited Uses.
- 9-5-6. Drinking Water Source Protection Requirements.
- 9-5-7. Administration.

9-5-1. Short Title and Purpose.

(1) This ordinance shall be known as the "Drinking Water Source Protection Ordinance."

(2) The purpose of this ordinance is to ensure the provision of a safe and sanitary drinking water supply to the residents of Tooele City who receive water for culinary and domestic use from the City by the establishment of drinking water source protection zones surrounding the wellheads and springs for all wells and springs used by the City and by the designation and regulation of property uses and conditions that may be maintained within such zones.

(Ord. 2000-12, 08-02-2000)

9-5-2. Definitions

(1) When used in this ordinance the following words and phrases shall have the meanings given in this Section:

(a) "Design Standard" means a control that is implemented by a potential contamination source to prevent discharges to the groundwater. Spill protection is an example of a design standard.

(b) "Drinking Water Source Protection (DWSP) Zone" means the surface and subsurface area surrounding a groundwater source of drinking water supplying a public water system through which contaminants are reasonably likely to move toward and reach such groundwater source.

(c) "Groundwater Source" means any well, spring, tunnel, adit, or other underground opening from or through which groundwater flows or is pumped from subsurface water-bearing formations.

(d) "Pollution source" means point source discharges of contaminants to groundwater or potential discharges of the liquid forms of "extremely hazardous substances" which are stored in containers in excess of "applicable threshold planning quantities" as specified in SARA Title III. Examples of possible pollution sources include, but are not limited to, the following: storage facilities that store the liquid forms of extremely hazardous substances, septic tanks, drain fields, class V

underground injection wells, landfills, open dumps, land filling of sludge and septage, manure piles, salt piles, pit privies, drain lines, and animal feeding operations with more than ten animal units.

(i) The following definitions clarify the meaning of "pollution source:"

(A) "Animal feeding operation" means a lot or facility where the following conditions are met: animals have been or will be stabled or confined and fed or maintained for a total of 45 days or more in any 12 month period, and crops, vegetation forage growth, or post-harvest residues are not sustained in the normal growing season over any portion of the lot or facility. Two or more animal feeding operations under common ownership are considered to be a single feeding operation if they adjoin each other, if they use a common area, or if they use a common system for the disposal of wastes.

(B) "Animal unit" means a unit of measurement for any animal feeding operation calculated by adding the following numbers; the number of slaughter and feeder cattle multiplied by 1.0, plus the number of mature dairy cattle multiplied by 1.4, plus the number of swine weighing over 55 pounds multiplied by 0.4, plus the number of sheep multiplied by 0.1, plus the number of horses multiplied by 2.0.

(C) "Extremely hazardous substances" means those substances which are identified in the Sec. 302(EHS) column of the "TITLE III LIST OF LISTS - Consolidated List of Chemicals Subject to Reporting Under SARA Title III," (EPA 560/4-91-011). A copy of this document may be obtained from: Section 313 Document Distribution Center, P.O. Box 12505, Cincinnati, OH 45212.

(e) "Potential contamination source" means any facility or site which employs an activity or procedure which may potentially contaminate groundwater. A pollution source is also a potential contamination source.

(f) "Public water system" means a system, either publicly or privately owned, providing water for human consumption and other domestic uses, which:

(i) Has at least 15 service connections, or

(ii) Serves an average of at least 25 individuals daily at least 60 days out of the year.

Such term includes collection, treatment, storage and distribution facilities under control of the operator and used primarily in connection with the system. Additionally, the term includes collection, pretreatment or storage facilities used primarily in connection with the system but not under such control.

(g) "Sanitary Landfill" means a disposal site where solid wastes, including putrescible wastes, or hazardous wastes, are disposed of on land by placing

earth cover thereon.

(h) "Sanitary sewer line" means a pipeline that connects a residence or other building with a sanitary sewer.

(i) "Septic tank/drain-field system" means a system which is comprised of a septic tank and a drain field which accepts domestic wastewater from buildings or facilities for subsurface treatment and disposal. By their design, septic tank/drain field system discharges cannot be controlled with design standards.

(j) "Spring" means the ground surface outlet of a natural underground spring including Spring collection and control boxes, valves, piping and other attachments.

(k) "Storm water infiltration structure" means a structure that is intended to discharge storm water so that it infiltrates groundwater.

(l) "Underground storage tanks" means underground tanks used for the storage of gas, oil, or other hazardous substances.

(m) "Wellhead" means the physical structure, facility, or device at the land surface from or through which groundwater flows or is pumped from subsurface, water-bearing formations.

(Ord. 2000-12, 08-02-2000)

9-5-3. Establishment of Drinking Water Source Protection Zones.

(1) There is hereby established the following four use districts to be known as drinking water source protection zones one, two, three, and four:

(a) "Zone one" is the area within a 100-foot radius from the wellhead or margin of the collection area.

(b) "Zone two" is the area within a 250-day groundwater time of travel to the wellhead or margin of the collection area, the boundary of the aquifer(s) which supplies water to the groundwater source, or the groundwater divide, whichever is closer.

(c) "Zone three" is the area within a 3-year groundwater time of travel to the wellhead or margin of the collection area, the boundary of the aquifer(s) which supplies water to the groundwater source, or the groundwater divide, whichever is closer.

(d) "Zone four" is the area within a 15-year groundwater time of travel to the wellhead or margin of the collection area, the boundary of the aquifer(s) which supplies water to the groundwater source, or the groundwater divide, whichever is closer.

(Ord. 2000-12, 08-02-2000)

9-5-4. Permitted Uses.

(1) In Zones One, Two, Three, and Four, each use established before the effective date of this Ordinance, and uses incidental and accessory to such use, may be

continued in the same manner thereafter, provided that such use is not determined by any court of competent jurisdiction to be a nuisance under the provisions of federal, state, and/or local laws or regulations.

(2) In addition to the uses permitted under 9-5-4(1) herein, the following uses, including uses incidental and accessory to that use, shall be allowed within the respective drinking water source protection zones:

(1) Zone One.

(a) No uses in addition to that allowed under 9-5-4(1) herein are allowed in Zone One.

(2) Zone Two.

(a) Use of single or multiple-family residential dwellings, commercial, or institutional uses established on or after the effective date of this Ordinance, provided that such uses are connected to a sanitary sewer system.

(3) Zone Three.

(a) Use of single or multiple-family residential dwellings, commercial, or institutional uses established on or after the effective date of this Ordinance.

(4) Zone Four.

(a) Use of single or multiple-family residential dwellings, commercial, or institutional uses established on or after the effective date of this Ordinance.

(b) The tilling of the soil and the raising of crops, provided that the use of fertilizers and pesticides is accomplished within applicable federal, state, and/or local requirements.

(c) The pasturing of livestock, provided all forage is raised on the pastured area.

(d) In addition to the permitted uses specified in 9-5-4(1) and (2) herein, certain of the uses prohibited in Zones Two, Three, and Four pursuant to 9-5-5 herein may be allowed in Zones Two, Three, and Four, respectively, if design standards are implemented for the specific use that will prevent contaminated discharges to groundwater.

(Ord. 2000-12, 08-02-2000)

9-5-5. Prohibited Uses.

(1) Subject to 9-5-4(d) herein, the following uses are prohibited within the following drinking water source protection zones:

(a) Zone One. All uses that fall within the definition in this Ordinance of "pollution source" or "potential contamination source," including the following, are prohibited in Zone One:

(i) Surface use, storage, or dumping of hazardous waste or material, expressly including industrial or commercial uses of agricultural pesticides (except when such pesticides are used in farming applications within strict compliance of the

manufacturer's recommendations of use, subject to inspection by local officials).

- (ii) Sanitary landfills.
- (iii) Hazardous waste or material disposal sites.
- (iv) Septic tanks/drain field systems
- (v) Sanitary sewer lines within 150 feet of a wellhead or spring collection area.
- (vi) Underground storage tanks.
- (vii) Storm water infiltration structures.
- (viii) Any pollution source as defined

herein or in Rule 309-113-101, as amended, of the Division of Drinking Water's drinking water source protection regulations.

(ix) Agriculture industries including but not limited to intensive feeding operations such as feed lots, dairies, fur breeding operations, poultry farms, etc.

(b) Zone Two.

(i) Surface use, storage, or dumping of hazardous waste or material, expressly including industrial or commercial uses of agricultural pesticides (except when such pesticides are used in farming applications within strict compliance of the manufacturer's recommendations of use, subject to inspection by local officials).

- (ii) Sanitary landfills.
- (iii) Hazardous waste or material disposal sites.
- (iv) Septic tanks/drain field systems
- (v) Sanitary sewer lines within 150 feet of a wellhead or spring collection area.
- (vi) Underground storage tanks.
- (vii) Storm water infiltration structures.
- (viii) Any pollution source as defined

herein or in Rule 309-113-101, as amended, of the Division of Drinking Water's drinking water source protection regulations.

(ix) Agriculture industries including but not limited to intensive feeding operations such as feed lots, dairies, fur breeding operations, poultry farms, etc.

(c) Zone Three.

(i) Surface use, storage, or dumping of hazardous waste or material, expressly including industrial or commercial uses of agricultural pesticides (except when such pesticides are used in farming applications within strict compliance of the manufacturer's recommendations of use, subject to inspection by local officials).

- (ii) Sanitary landfills.
- (iii) Hazardous waste or material disposal sites.

(iv) Agriculture industries including but not limited to intensive feeding operations such as feed lots, dairies, fur breeding operations, poultry farms, etc.

(d) Zone Four.

(i) Surface use, storage, or dumping of hazardous waste or material, expressly including industrial or commercial uses of agricultural pesticides (except when such pesticides are used in farming applications within strict compliance of the manufacturer's recommendations of use, subject to inspection by local officials).

(ii) Sanitary landfills.

(iii) Hazardous waste or material disposal sites.

(Ord. 2000-12, 08-02-2000)

9-5-6. Drinking Water Source Protection Requirements

Following the effective date of this Ordinance, no building permit or other form of approval from the City to develop or use real property within the City shall be issued until the applicant establishes that its proposed development or use of real property complies with the requirements of this Ordinance.

(Ord. 2000-12, 08-02-2000)

9-5-7. Administration

The policies and procedures or administration of any drinking water source protection zone established under this ordinance, including without limitation those applicable to nonconforming uses, variances and exceptions, and enforcement and penalties, shall be the same as provided in the existing zoning ordinance for Tooele City, Utah, as the same is presently enacted or may from time to time be amended.

(Ord. 2000-12, 08-02-2000)

Exhibit E

Tooele County Land Use Ordinance Chapter 25

CHAPTER 25

DRINKING WATER SOURCE PROTECTION OVERLAY ZONE

Section	
25-1.	Purpose.
25-2.	Application.
25-3.	Zone 1.
25-4.	Zone 2.
25-5.	Zone 3.
25-6.	Zone 4.
25-7.	Public drinking water systems data.

25-1. Purpose.

The purpose of this chapter is to minimize negative effects on the limited ground-water resources in areas that have drinking water sources being used by public water systems. Once an aquifer has been contaminated, it may take innumerable years to be purified and there would be great potential for contamination to be distributed to a large number of people.

25-2. Application.

The Drinking Water Source Protection Overlay Zone shall encompass the four delineated zones as described in Utah Administrative Code R309-600-9. Each zone shall have regulations that afford protection to that zone. The regulations of uses in this chapter shall supercede those conflicting of the underlying zone.

25-3. Zone 1.

The area for Zone 1 for all public drinking water sources is a 100-foot radius. Permitted uses in Zone 1 shall be the well or margin of the collection area and all accessory structures and equipment that are appurtenant to the operation and maintenance of the public drinking water source protection overlay zone. All building permit applications located within Zone 1 of all public drinking water sources shall also be reviewed by the Tooele County Health Department.

25-4. Zone 2.

(1) For areas where an approved sewer system is not available or utilized, Zone 2 development shall be limited to single family residential uses, if allowed in the underlying zone. Single family dwellings will be a permitted use provided the lot is no smaller than five acres and is located over a "protected aquifer", as defined in Utah Administrative Code R309-600-6. All single family residential uses not connected to an

approved sewer system shall be limited to shallow on site wastewater drain fields having a depth of no more than five feet. All septic systems shall have an effluent filter approved by the Tooele County Health Department on the discharge of the tank.

(2) On-site wastewater disposal is prohibited in Zone 2 if the underlying aquifer is classified as an "unprotected aquifer" as defined in Utah Administrative Code R309-600-6.

(3) Where an approved sewer connection is incorporated into the development or construction of a site, commercial, multi-family, and cluster housing and lots less than five acres may be permitted by conditional use, if allowed in the underlying zoning district. No conditional use permit for commercial or industrial uses shall be issued unless it is demonstrated that the use is connected to an approved sewer system, overlays a protected aquifer, and the intended handling, storage, and disposal of all chemicals on the site does not permit leaching into groundwater aquifers. The proposed use shall demonstrate the best management practices that are to be employed on the site to contain any spills, drips or seeps that present a conduit for potential ground-water contamination. All containment systems shall be designed with a 25% higher capacity than the total volume of materials on the property. Any change in use from a previously approved or non-conforming use shall require a new conditional use permit or amendment to an existing conditional use permit.

(4) All conveyances, recordable documents, or titles pertaining to plats, parcels, or properties located within Zone 2 shall contain the following disclosure:

(a) "This property is located within Zone 2 of a Drinking Water Source Protection Overlay Zone. This zone mandates that all septic systems shall: have a drain field no deeper than five feet from the surface; and be installed with an effluent filter on the discharge of the tank."

(5) All conditional use permits, subdivision, planned unit development and rezone applications in Zone 2 will be reviewed by the Tooele County Health Department. A conditional use permit, subdivision or planned unit development may be approved only when it is determined that under best management practice the use mitigates any danger that may contaminate ground-water resources. A rezone application may have a

Recommendation only when it is determined that the density of contaminating ground-water resources.

25-5. Zone 3.

All commercial and industrial uses in the underlying zone are conditional uses in Zone 3. Single family or multi-family residential uses may be permitted or conditional as is determined in the underlying zone. Cluster subdivisions, mobile home parks, multi-family or other groups of dwellings that have an actual lot size of less than one acre are a conditional use and restricted to be located where a sanitary system can be made and approved by the Tooele County Health Department and which will not contaminate the aquifer. All conditional use permits, subdivision, planned unit development and rezone applications in Zone 3 will be reviewed by the Tooele County Health Department. A conditional use permit, subdivision or planned unit development may be approved only when it is determined that under best management practice the use mitigates activities that are a contamination of ground-water resources. A rezone application may have a favorable recommendation only when it is determined that the density will not present any danger that may contaminate ground-water resources. A geotechnical, hydro-geologic and chemical evaluation study by licensed and qualified firms or persons may be required by the planning commission, Tooele County Health Department, or engineering staff to assess the effects of a potential spill in reaction to geologic conditions.

25-6. Zone 4

All uses in Zone 4 shall be governed by the underlying zone, except that any commercial or industrial use that has a storage, discharge or disposal of material onsite shall be a conditional use. A conditional use permit shall only be approved on the provision that such storage or disposal methods shall not permit any waste to leach into the aquifer. The planning commission, zoning administrator or health department may have the applicant conduct a study to show the neutralization or long-term effect by retention of such material in the geologic and hydrologic conditions of the site and/or aquifer.

25-7. Public drinking water systems data.

All public drinking water systems shall provide to

the Department of Engineering the most current data, maps and electronic files which show the location of the four delineated zones as described in Utah Administrative Code R309-600. The Drinking Water Source Protection Overlay Zone shall not be placed, sized or altered except to comply with the public drinking water delineations as described in Utah Administrative Code R309-600.

TOOELE CITY CORPORATION

ORDINANCE 2018-02

AN ORDINANCE OF THE TOOELE CITY COUNCIL CORRECTING THE 2010 SEWER TREATMENT AND COLLECTION IMPACT FEE ANALYSIS.

WHEREAS, on February 17, 2010, the City Council approved Ordinance 2010-04, adopting, among other things, a Sewer Treatment and Collection Impact Fee Analysis (“IFA”) (see the first two pages of the 238-page Ordinance 2010-04 attached as Exhibit A); and,

WHEREAS, Tooele City’s impact fee analysis consultant, Louis Young Robertson & Burningham (“LYRB”) has determined that a calculation error exists in Figure 4.5 (Impact Fee ERU Multipliers) on page 21 of the IFA, but that the calculation error does not impact the correctness of the IFA as a whole, the correctness of the impact fee calculations contained in the IFA, or the impact fee enactment contained in Tooele City Code Chapter 4-15 (see the LYRB statement attached as Exhibit B); and,

WHEREAS, to have a correct adopted impact fee analysis, the City Administration recommends correcting the error in the IFA Figure by way of an ordinance adopting a corrected IFA table (see the current Figure 4.5 and the corrected IFA table, renumbered to Figure 4.8 due to a figure numbering error, attached as Exhibit C); and,

WHEREAS, Tooele City complied with all the necessary notice procedures for adoption of the IFA as part of Ordinance 2010-04, and no new notice is required for the correction of IFA Figure 4.5 by this Ordinance; and,

WHEREAS, the present ordinance does not adopt a new or amended impact fee analysis, and does not enact a new or amended impact fee, but merely corrects a calculation error in the original IFA, which correction is in the best interest of Tooele City and the public; and,

WHEREAS, the entire IFA containing the new Figure 4.8 is attached hereto as Exhibit D:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the 2010 Tooele City Sewer Treatment and Collection Impact Fee Analysis is hereby corrected, as shown in Exhibits C and D.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and shall take effect immediately upon publication.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Ordinance 2010-04 (excerpt)

TOOELE CITY CORPORATION

ORDINANCE 2010-04

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING SANITARY SEWER IMPACT FEES, REVISING TOOELE CITY CODE CHAPTER 4-15, ADOPTING AN UPDATED WASTE WATER CAPITAL FACILITIES PLAN, ADOPTING AN UPDATED SEWER TREATMENT AND COLLECTION IMPACT FEE ANALYSIS, AND OTHER RELATED MATTERS.

WHEREAS, Tooele City (the "City") is a political subdivision of the State of Utah, authorized and organized under the provisions of Utah law; and,

WHEREAS, the City has legal authority, pursuant to Title 11, Chapter 36 Utah Code, Annotated, as amended ("Impact Fees Act" or "Act"), to impose development Impact Fees as a condition of development approval, which Impact Fees are used to defray capital infrastructure costs attributable to growth activity; and,

WHEREAS, the City has historically assessed Impact Fees as a condition to development approval in order to assign capital infrastructure costs to development in an equitable and proportionate manner; and,

WHEREAS, the City, through its consulting engineers, has completed the following documents which, in combination, constitute the City's 2010 Waste Water Capital Facilities Plan ("Capital Facilities Plan"), which is being adopted by this Ordinance: (1) Waste Water Conceptual Capital Facility Schedule – Revised (August 1, 2008) by Hansen Allen & Luce; (2) Tooele City Water Reclamation Facility (March 19, 2009) by Aqua Engineering; (3) Water Reclamation Facility Plan (April 2009) by Aqua Engineering; and, (4) Waste Water Collection System Master Plan (2000) by Hansen Allen & Luce (adopted previously by Ordinance 2001-36 on January 23, 2002); and,

WHEREAS, among other things, the Capital Facilities Plan and Sewer Treatment and Collections Impact Fee Analysis ("Impact Fee Analysis") establish together that impact fees are necessary to achieve an equitable allocation to the costs borne in the past and to be borne in the future, in comparison to the benefits already received and yet to be received; and,

WHEREAS, the City Council previously directed Lewis Young Robertson & Burningham, Inc. to prepare a written Impact Fee Analysis conducted consistent and in compliance with the Impact Fees Act (U.C.A. 11-36-101, *et seq.*);

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

1. The Waste Water Capital Facilities Plan is hereby adopted (see Exhibit A); and,
2. The Sewer Treatment and Collection Impact Fee Analysis is hereby adopted (see Exhibit B); and,
3. Tooele City Code Chapter 4-15 is hereby amended to read in entirety as contained in the attached Exhibit C; and,
4. The adoption of the Capital Facilities Plan and Impact Fee Analysis, together with the revisions to Chapter 4-15, are hereby found to be in the public interest; and,
5. The revisions to Chapter 4-15 contained in Exhibit C shall take effect on June 1, 2010.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council
this 17 day of February, 2010.

Exhibit B

LYRB Email

From: Jason Burningham [<mailto:jason@lewisyoung.com>]

Sent: Tuesday, December 05, 2017 1:35 PM

To: Paul Hansen <PaulH@TooeleCity.org>

Cc: Fred Philpot <fred@lewisyoung.com>

Subject: TOOELE SEWER IMPACT FEE SCHEDULE -- MULTI-FAMILY AND NON-RESIDENTIAL CATEGORIES

Paul:

Sorry for the delay in closing the loop on the *Tooele City Sewer Treatment and Collection Impact Fee Analysis*. We were hopeful that the City was moving forward with an update to the impact fees, including the above mentioned fees, which would have allowed us to make some of the corrections we have discussed in the course of that update. Since, we are uncertain of the timing of the IFFP/IFA update process, we decided to follow-up on the discussion and provide the following analysis.

BACKGROUND AND CONTEXT

In July of this year you reached out to LYRB noting that the multipliers for non-residential sewer users was potentially inaccurate due to a table calculation error. The particular table in question was **Figure 4.5: Impact Fee ERU Multiplier**. After considerable research, it was determined that the table in **Figure 4.5** started with water usage as reported by the Division of Drinking Water R309-510 Table 2, which reflects only interior culinary water usage for the various non-residential uses. The exterior culinary demand for irrigation is addressed in R309-510, immediately following Table 2, and is based upon the actual amount of irrigable area (net acres). Based on this realization, **Figure 4.5: Impact Fee ERU Multiplier** should be modified in order to reflect that the table in question already removes outdoor water consumption and therefore doesn't need an additional 44% reduction to the peak demand water consumption figures. This will more accurately reflect actual demand on the sewer system improvements related to non-residential land use categories. The result of this correction would increase the demand characteristics of non-residential uses, which would also increase the impact fee accordingly.

It was our understanding that the City had typically used an ERU multiplier formula for deriving the appropriate impact fee for non-residential land uses instead of relying upon **Figure 4.5: Impact Fee ERU Multiplier**. We are of the opinion that this was an appropriate approach taken by the City and consistent with the governing city ordinances and state legislation.

Provided below is an overview of the analysis, which was used to derive at this conclusion.

SUGGESTED PATH FORWARD

The sewer impact fee is accurate and calculated in accordance with the statutes that govern impact fees and is based upon an Equivalent Residential Unit (ERU) calculation, which is an appropriate demand unit. City code and state legislation provides guidance

in how to treat non-standard uses relating to the sewer system. Although, **Figure 4.5: Impact Fee ERU Multiplier** understates the actual demand and impact placed on the sewer system because it further reduces actual demand, we are of the opinion that the City's approach is sound and defensible. The City's use of a formula (**Figure 4.6: Calculation of Non-Standard Sewer Impact Fee**) in order to determine demand in relation to non-residential categories, which is ultimately based upon the demand unit of an ERU, is consistent with City code and state legislation.

The Tooele City Code (4-15) states:

- I. The City shall collect a sanitary sewer impact fee from any applicant seeking a building permit, as follows:
 - a. Residential: the base fee shall be \$2,290 per Equivalent Residential Unit (ERU), as defined in the documents comprising the 2010 Waste Water Capital Facilities Plan (impact fee facilities plan).
 - b. Non-residential: as determined under **Figure 4.5: Impact Fee ERU Multiplier** of the 2010 Sewer Treatment and Collections Impact Fee Analysis.
- II. The service area for purposes of the sanitary sewer impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.
- III. Non-Standard Impact Fee: The City reserves the right under the Impact Fees Act to assess an adjusted impact fee that more closely matches the true impact that a building or land use will have upon the City's waste water system. This adjustment may result in a higher than normal impact fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The formula for determining a nonstandard sanitary sewer impact fee is contained in **Figure 4.6: Calculation of NonStandard Sewer Impact Fee** of the 2010 Sewer Treatment and Collections Impact Fee Analysis.

Based on Paragraph III, the City is justified in assessing a non-standard impact fee. Utah Code also allows for the language stated above and allows the City to adjust the standard impact fee at the time the fee is charged to, among other things, ensure that the impact fees are imposed fairly (UCA 11-36a-4(1)(c)(ii)).

Attached is an updated 2010 Sewer Treatment and Collection Impact Fee Analysis, which includes the changes to **Figure 4.5: Impact Fee ERU Multiplier** (page 21). Please review the attached information and feel free to contact me with any questions or concerns.

Kind regards,

Jason W. Burningham

PRINCIPAL/OWNER | **LEWIS YOUNG ROBERTSON & BURNINGHAM INC.**

41 NORTH RIO GRANDE, SUITE 101, SALT LAKE CITY, UT 84101

OFFICE: 801.456.3930 (DIRECT) | CELL: 801.201.6839

EMAIL: jason@lewisyoung.com



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Exhibit C

IFA Figure 4.5 (current, 2010)

IFA Figure 4.8 (proposed/corrected, 2017)

FIGURE 4.5: IMPACT FEE ERU MULTIPLIERS

Current (2010)

Impact Fee Land Use	Peak Day Demand	Equivalent	Impact Fee
Annual Impact Fee per ERU			\$
Single Family Dwelling	350	1	2,290
Multi Family Housing	242.7	0.69	1,580
Boarding Houses			
a. for each resident boarder and employee	50	0.06	144
Bowling Alleys, per alley			
a. with snack bar	100	0.13	288
b. with no snack bar	85	0.11	245
Churches, per person	5	0.01	14
Country Clubs			
a. per resident member	100	0.13	288
b. per nonresident member present	25	0.03	72
c. per employee	15	0.02	43
Dentist's Office			
a. per chair	200	0.25	576
b. per staff member	35	0.04	101
Doctor's Office			
a. per patient	10	0.01	29
b. per staff member	35	0.04	101
Fairgrounds, per person	1	0.00	3
Fire Stations, per person			
a. with full-time employees and food prep.	70	0.09	202
b. with no full-time employees and no food prep.	5	0.01	14
Gyms			
a. per participant	25	0.03	72
b. per spectator	4	0.01	12
Hairdresser			
a. per chair	50	0.06	144
b. per operator	35	0.04	101
Hospitals, per bed space	250	0.31	721
Hotel, Motel, and Resort	150	0.19	432
Industrial Buildings, per 8 hour shift, per employee (exclusive of industrial waste)			
a. with showers	35	0.04	101
b. with no showers	15	0.02	43
Launderette, per washer	580	0.73	1,672
Movie Theaters			
a. auditorium, per seat	5	0.01	14
b. drive-in, per car space	10	0.01	29
Nursing Homes, per bed space	280	0.35	807
Office Buildings and Business Establishments, per shift, per employee (sanitary wastes only)			
a. with cafeteria	25	0.03	72
b. with no cafeteria	15	0.02	43
Picnic Parks, per person (toilet wastes only)	5	0.01	14
Restaurants			
a. ordinary restaurants (not 24 hour service) per seat	35	0.04	101
b. 24 hour service per seat	50	0.06	144
c. single service customer utensils only per customer	2	0.00	6
d. or, per customer served	-	-	-
(includes toilet and kitchen wastes)	10	0.01	29
Schools, per person			
a. boarding	75	0.09	216
b. day, without cafeteria, gym or showers	15	0.02	43
c. day, with cafeteria, but no gym or showers	20	0.03	58
d. day, with cafeteria, gym and showers	25	0.03	72
Service Stations(b), per vehicle served	10	0.01	29
Skating Rink, Dance Halls, etc., per person			
a. no kitchen wastes	10	0.01	29
b. Additional for kitchen wastes	3	0.00	9
Ski Areas, per person (no kitchen wastes)	10	0.01	29
Stores			
a. per public toilet room	500	0.63	1,441
b. per employee	11	0.01	32
Swimming Pools and Bathhouses(c), per person	10	0.01	29
Taverns, Bars, Cocktail Lounges, per seat	20	0.03	58

* Utah State Division of Drinking Water: Water Source Standards

Proposed/Corrected (2017)

FIGURE 4.8: IMPACT FEE ERU MULTIPLIERS

Impact Fee Land Use	Water Interior & Exterior PDD (gals.)	Water Interior PDD (gals.)	Multiplier	Estimate of Sewer PDD	Equivalent ERU's	Impact Fee
				Annual Impact Fee per ERU		\$2,290
Single Family Dwelling	800	400	87.5%	350	1.000	2,290
Multi Family Housing	552	276	87.5%	242	0.690	1,580
Boarding Houses						
a. for each resident boarder and employee	50	25	87.5%	22	0.063	143
Bowling Alleys, per alley						
a. with snack bar	100	100	100.0%	100	0.286	654
b. with no snack bar	85	85	100.0%	85	0.243	556
Churches, per person	5	5	100.0%	5	0.014	33
Country Clubs						
a. per resident member	100	100	100.0%	100	0.286	654
b. per nonresident member present	25	25	100.0%	25	0.071	164
c. per employee	15	15	100.0%	15	0.043	98
Dentist's Office						
a. per chair	200	200	100.0%	200	0.571	1,308
b. per staff member	35	35	100.0%	35	0.100	229
Doctor's Office						
a. per patient	10	10	100.0%	10	0.029	65
b. per staff member	35	35	100.0%	35	0.100	229
Fairgrounds, per person	1	1	100.0%	1	0.003	7
Fire Stations, per person						
a. with full-time employees and food prep.	70	70	100.0%	70	0.200	458
b. with no full-time employees and no food prep.	5	5	100.0%	5	0.014	33
Gyms						
a. per participant	25	25	100.0%	25	0.071	164
b. per spectator	4	4	100.0%	4	0.011	26
Hairdresser						
a. per chair	50	50	100.0%	50	0.143	327
b. per operator	35	35	100.0%	35	0.100	229
Hospitals, per bed space	250	250	100.0%	250	0.714	1,635
Hotel, Motel, and Resort	150	150	100.0%	150	0.429	981
Industrial Buildings, per 8 hour shift, per employee (exclusive of industrial waste)						
a. with showers	35	35	100.0%	35	0.100	229
b. with no showers	15	15	100.0%	15	0.043	98
Launderette, per washer	580	580	100.0%	580	1.657	3,794
Movie Theaters						
a. auditorium, per seat	5	5	100.0%	5	0.014	33
b. drive-in, per car space	10	10	100.0%	10	0.029	65
Nursing Homes, per bed space	280	280	100.0%	280	0.800	1,832
Office Buildings and Business Establishments, per shift, per employee (sanitary wastes only)						
a. with cafeteria	25	25	100.0%	25	0.071	164
b. with no cafeteria	15	15	100.0%	15	0.043	98
Picnic Parks, per person (toilet wastes only)	5	5	100.0%	5	0.014	33
Restaurants						
a. ordinary restaurants (not 24 hour service) per seat	35	35	100.0%	35	0.100	229
b. 24 hour service per seat	50	50	100.0%	50	0.143	327
c. single service customer utensils only per customer	2	2	100.0%	2	0.006	13
d. or, per customer served (includes toilet and kitchen wastes)	10	10	100.0%	10	0.029	65



(2017)

Impact Fee Land Use	Water Interior & Exterior PDD (gals.)	Water Interior PDD (gals.)	Multiplier	Estimate of Sewer PDD	Equivalent ERU's	Impact Fee
Annual Impact Fee per ERU						\$2,290
Schools, per person						
a. boarding	75	75	100.0%	75	0.214	491
b. day, without cafeteria, gym or showers	15	15	100.0%	15	0.043	98
c. day, with cafeteria, but no gym or showers	20	20	100.0%	20	0.057	131
d. day, with cafeteria, gym and showers	25	25	100.0%	25	0.071	164
Service Stations(b) ,per vehicle served	10	10	100.0%	10	0.029	65
Skating Rink, Dance Halls, etc., per person						
a. no kitchen wastes	10	10	100.0%	10	0.029	65
b. Additional for kitchen wastes	3	3	100.0%	3	0.009	20
Ski Areas, per person (no kitchen wastes)	10	10	100.0%	10	0.029	65
Stores						
a. per public toilet room	500	500	100.0%	500	1.429	3,271
b. per employee	11	11	100.0%	11	0.031	72
Swimming Pools and Bathhouses(c) ,per person	10	10	100.0%	10	0.029	65
Taverns, Bars, Cocktail Lounges, per seat	20	20	100.0%	20	0.057	131

PDD = Peak Day Demand

The proposed sewer impact fees are based upon general demand characteristics and the potential sewer demand that is created by each user class. The City reserves the right under the Impact Fees Act (Utah Code 11-36-202(2)(c,d)) to calculate and assess an adjusted fee to respond to unusual circumstances to ensure that the fees are equitably assessed. Figure 4.6 shows the formula by which non-standard sewer impact fees are calculated. The Non-Standard Sewer Impact Fee is a simple calculation based on the Net Impact Fee, \$2,290 divided by the state standard and defined collection ERU of 350 gallons per day.

FIGURE 4.9: CALCULATION OF NON-STANDARD SEWER IMPACT FEE

	Impact Fee per Gallon per Day
Cost per Gallon per Day	\$ 6.54

Exhibit D

Sewer Treatment and Collection Impact Fee Analysis, 2010 (Revised 2017)



LEWIS YOUNG ROBERTSON & BURNINGHAM, INC

SEWER TREATMENT AND COLLECTION IMPACT FEE ANALYSIS

TOOELE CITY, TOOELE COUNTY, UTAH

ADOPTED FEBRUARY 17, 2010
REVISED DECEMBER 2017





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EXECUTIVE SUMMARY REQUIRED BY (11-36-201(5)(C))

Chapter Summary

- The Capital Facilities Plan outlines the projected future demands for sewer capital infrastructure for both collection and treatment functions.
- The future number of Equivalent Residential Units (“ERUs”) is projected to determine the future demand placed on the City’s sewer systems.
- The Capital Facilities Plan must consider the most appropriate and equitable methods of financing growth-related improvements.
- The geographical area, to which the proposed sewer impact fees will be assessed, includes the entire area within Tooele City’s boundaries.
- The proposed sewer impact fees are derived by dividing the total project construction, financing, and professional expenses by the total number of future ERUs that the City expects to service over the next 18 years.

Tooele City (the “City”) is currently facing the need to update its sewer impact fees to ensure that a reasonable level of service can be provided to future residents. The City has retained Lewis Young Robertson & Burningham, Inc. (“LYRB”) to calculate the City’s sewer impact fees in accordance with the Tooele City Sewer Master Plan and Master Plan Cost Updates (hereafter referred to as the “Master Plan”, “Capital Facilities Plan”, or “CFP”) prepared by Hansen, Allen and Luce (the “Engineers”). The Master Plan Update outlines the projected future demands for sewer collection infrastructure and considers the most appropriate methods of financing growth-related improvements. The City has also obtained the services of Aqua Engineers to determine the cost and timing of the sewer treatment plant upgrades and develop the required Capital Facilities Plan, outlined in §11-36-201. The CFP prepared by Hansen Allen & Luce related to the sewer collection system and the CFP prepared by Aqua Engineers for sewer treatment is collectively referred to hereafter as the “CFP’s”. The sewer collection and treatment growth related capital expenses will be included in the calculation of impact fees. The proposed impact fees, if properly managed and updated, will ensure that the City receives sufficient and equitable funding for these growth-related projects.

The recommended impact fee structures presented in this analysis have been prepared to satisfy Utah State Code Title 11, Chapter 36, Parts 1-5 and represent the maximum impact fees the City may assess to development activity. The City will be required to use revenue sources other than impact fees to fund projects identified in the CFP that constitute repair and replacement, cure any existing deficiencies, or maintain the existing level of service for current users. These non-related growth projects are included and specifically reflected in the CFPs.

Based on the CFP’s, the City will establish one service area for purposes of assessing sewer impact fees. The service area includes all areas within the City’s boundaries.

CALCULATION OF THE NET IMPACT FEE

The proposed impact fees are comprised of the costs of future sewer capital projects for collection and treatment and related qualifying debt financing. A small portion of the impact fees relates to professional services for periodic engineering, consulting, and the recalculation of impact fees. The sewer impact fees presented herein are derived by dividing the total project construction, financing, and professional expenses that relate to growth by the total number of Equivalent Residential Units (“ERUs”) that the City expects to service at buildout.

An ERU for collection is defined as one equivalent residential sewer unit. Each residential unit is measured with an average flow of 350 gallons per household per day. Commercial and industrial area data is converted to ERUs for calculation purposes. LYRB has accepted the 350 gallons of average daily wastewater flow substantiated by the Hansen, Allen and Luce Master Plan as it is based on Utah State Regulations. Hansen, Allen and Luce also notes that 350 gallons per household per day is accurate because aging pipes may cause leaking flows, which aren’t measured at the treatment plant, peaking factors and an increase in larger family sizes.

For purposes of sewer treatment, Aqua Engineers has defined an ERU at 75 gallons per day per capita assuming 3.5 persons per household. The assumptions create a treatment ERU of 262.5 gallons per day of wastewater demand. The treatment component does not have to be sized for peaking factors and this ERU estimates more level flow of wastewater demand.

For impact fee purposes the fee will be based on an ERU definition of one single family dwelling unit, with a connection of no larger than a one inch meter equaling one ERU.

Each CFP sizes capital facility needs based on the demands discussed above and included in Figure E.1 below.

FIGURE E.1: DEMAND CHARACTERISTICS FOR SEWER EQUIVALENT RESIDENTIAL UNITS

Sewer ERU Definition	
Collection*	350 GPD
Treatment**	262.5 GPD

*As Defined in Wastewater Master Plan HAL

**As Defined in Aqua CFP

The combined service provided by all recommended projects presented in the Hansen, Allen and Luce CFP is assumed to adequately serve the City until buildout, which is currently estimated to occur in 2065. As of 2009, the City serves approximately 9,037 (collection) ERUs in the sewer system, and the City expects to add 28,922 (collection) ERUs to the sewer system through 2065 to total a buildout demand of 37,959.¹ Treatment ERUs currently are 7,619 and in 2028 the treatment plant will serve 12,950 (treatment) ERUs, or an additional 5,331 ERUs.

The impact fee analysis is supported by the Capital Facilities Plans. The CFPs detail infrastructure needed for the future ERUs. The impact fee itself is based on the total future ERUs at buildout and changes in timing and the economy will not change the impact fee calculation.

The Impact Fees Act specifically prohibits the use of impact fees to cure existing deficiencies in infrastructure or to construct infrastructure that provides a level of service per user that is higher than the existing level of service.² Furthermore, impact fees cannot be used to maintain the level of service for current system users. The historic and projected level of service for each utility included in the impact fee analysis is expressed in terms of ERUs.

Figure E.2 details the calculation of the sewer impact fee per ERU. The calculation includes the future treatment and collection projects and the future expenses for each.

The future treatment fee also includes the percentage of the 2009 Bond that will finance the treatment projects. Aqua Engineers determined the percentage of the projects that will be attributed to growth. The growth related expenses are divided across the future ERUs that treatment will serve.

The collection fee includes the percentage of the 2009 Bond that will finance collection projects and a 2015 Bond anticipated for future projects. Hansen, Allen & Luce, Inc. determined what percentage to growth the collection projects can be attributed. Then the bonds and projects were divided across the future collection ERUs. Professional expenses have been incorporated into the total. The summation of the treatment and collection calculations is the Net Impact Fee per ERU.

¹ The future ERUs can be found in the *Waste Water Collection System Master Plan* prepared by Hansen, Allen & Luce, Inc, 2000.

² 11-36-202(4)

FIGURE E.2: BASE IMPACT FEE

	Sewer Projects	Total Costs	% Related to Growth	Growth Related Costs	Growth Related ERUs	Cost per ERU
Treatment Fee						
1	Future Treatment Projects	\$ 8,627,745	78.53%	\$ 6,775,369	5,331	\$ 1,270.95
2	Proposed Series 2010 Bond Debt Service (92%)	9,844,770	78.53%	7,731,098	5,331	1,450.23
3	Proposed Series 2010 Bond Proceeds (92%)	(6,110,685)	78.53%	(4,798,721)	5,331	(900.16)
4	TOTALS:	\$ 12,361,830		\$ 9,707,745		\$ 1,821.02
Collection Fee						
5	Future Collection Projects	\$ 12,885,078	93.54%	12,052,299	28,922	\$ 416.72
6	Proposed Series 2010 Bond Debt Service (8%)	856,067	100.00%	856,067	28,922	29.60
7	Proposed Series 2010 Bond Proceeds (8%)	(531,364)	100.00%	(531,364)	28,922	(18.37)
8	Proposed Series 2015 Bond Debt Service	2,551,529	100.00%	2,551,529	28,922	88.22
9	Proposed Series 2015 Bond Proceeds	(1,583,744)	100.00%	(1,583,744)	28,922	(54.76)
10	TOTALS:	\$ 14,177,567		\$ 13,344,787		\$ 461.41
Miscellaneous Fee						
12	Engineering and Impact Fee Analysis Update	\$ 206,601	100.00%	\$ 206,601	28,922	\$ 7.14
13	TOTALS:	\$ 26,745,998		\$ 23,259,134		\$ 2,289.56

Net Impact Fee per ERU **\$ 2,290**

The ERU multiplier for residential and non-residential users will be based on the required sewer demand of the user at the time of development review. One ERU is 350³ gpd of domestic wastewater. A complete schedule of impact fee multipliers for residential and commercial users prepared by the State of Utah follows:

FIGURE E.3: IMPACT FEE MULTIPLIERS

Impact Fee Land Use	Water Interior & Exterior PDD (gals.)	Water Interior PDD (gals.)	Multiplier	Estimate of Sewer PDD	Equivalent ERU's	Impact Fee
Annual Impact Fee per ERU						\$2,290
Single Family Dwelling	800	400	87.5%	350	1.000	2,290
Multi Family Housing	552	276	87.5%	242	0.690	1,580
Boarding Houses						
a. for each resident boarder and employee	50	25	87.5%	22	0.063	143
Bowling Alleys, per alley						
a. with snack bar	100	100	100.0%	100	0.286	654
b. with no snack bar	85	85	100.0%	85	0.243	556
Churches, per person	5	5	100.0%	5	0.014	33
Country Clubs						
a. per resident member	100	100	100.0%	100	0.286	654
b. per nonresident member present	25	25	100.0%	25	0.071	164
c. per employee	15	15	100.0%	15	0.043	98
Dentist's Office						
a. per chair	200	200	100.0%	200	0.571	1,308
b. per staff member	35	35	100.0%	35	0.100	229
Doctor's Office						
a. per patient	10	10	100.0%	10	0.029	65
b. per staff member	35	35	100.0%	35	0.100	229
Fairgrounds, per person	1	1	100.0%	1	0.003	7
Fire Stations, per person						
a. with full-time employees and food prep.	70	70	100.0%	70	0.200	458
b. with no full-time employees and no food prep.	5	5	100.0%	5	0.014	33
Gyms						
a. per participant	25	25	100.0%	25	0.071	164
b. per spectator	4	4	100.0%	4	0.011	26

³ Determined by Hansen, Allen & Luce, Inc. 2000 Waste Water Collection System Master Plan

Impact Fee Land Use	Water Interior & Exterior PDD (gals.)	Water Interior PDD (gals.)	Multiplier	Estimate of Sewer PDD	Equivalent ERU's	Impact Fee
Annual Impact Fee per ERU						\$2,290
Hairdresser						
a. per chair	50	50	100.0%	50	0.143	327
b. per operator	35	35	100.0%	35	0.100	229
Hospitals, per bed space	250	250	100.0%	250	0.714	1,635
Hotel, Motel, and Resort	150	150	100.0%	150	0.429	981
Industrial Buildings, per 8 hour shift, per employee (exclusive of industrial waste)						
a. with showers	35	35	100.0%	35	0.100	229
b. with no showers	15	15	100.0%	15	0.043	98
Launderette, per washer	580	580	100.0%	580	1.657	3,794
Movie Theaters						
a. auditorium, per seat	5	5	100.0%	5	0.014	33
b. drive-in, per car space	10	10	100.0%	10	0.029	65
Nursing Homes, per bed space	280	280	100.0%	280	0.800	1,832
Office Buildings and Business Establishments, per shift, per employee (sanitary wastes only)						
a. with cafeteria	25	25	100.0%	25	0.071	164
b. with no cafeteria	15	15	100.0%	15	0.043	98
Picnic Parks, per person (toilet wastes only)	5	5	100.0%	5	0.014	33
Restaurants						
a. ordinary restaurants (not 24 hour service) per seat	35	35	100.0%	35	0.100	229
b. 24 hour service per seat	50	50	100.0%	50	0.143	327
c. single service customer utensils only per customer	2	2	100.0%	2	0.006	13
d. or, per customer served				0	-	-
(includes toilet and kitchen wastes)	10	10	100.0%	10	0.029	65
Schools, per person						
a. boarding	75	75	100.0%	75	0.214	491
b. day, without cafeteria, gym or showers	15	15	100.0%	15	0.043	98
c. day, with cafeteria, but no gym or showers	20	20	100.0%	20	0.057	131
d. day, with cafeteria, gym and showers	25	25	100.0%	25	0.071	164
Service Stations(b) ,per vehicle served	10	10	100.0%	10	0.029	65
Skating Rink, Dance Halls, etc., per person						
a. no kitchen wastes	10	10	100.0%	10	0.029	65
b. Additional for kitchen wastes	3	3	100.0%	3	0.009	20
Ski Areas, per person (no kitchen wastes)	10	10	100.0%	10	0.029	65
Stores						
a. per public toilet room	500	500	100.0%	500	1.429	3,271
b. per employee	11	11	100.0%	11	0.031	72
Swimming Pools and Bathhouses(c) ,per person	10	10	100.0%	10	0.029	65
Taverns, Bars, Cocktail Lounges, per seat	20	20	100.0%	20	0.057	131

PDD = Peak Day Demand

The proposed sewer impact fees are based upon general demand characteristics and the potential sewer demand that is created by each user class. The City reserves the right under the Impact Fees Act (Utah Code 11-36-202(2)(c,d)) to calculate and assess an adjusted fee to respond to unusual circumstances to ensure that the fees are equitably assessed. Figure E.4 shows the formula by which non-standard sewer impact fees are calculated.

LYRB has performed this analysis using capital project and engineering data, planning analyses, and other information provided by the City's staff, Aqua Engineers and Hansen, Allen & Luce, Inc. The accuracy and correctness of this report is contingent upon the accuracy of the data provided to LYRB. The Sewer Impact Fee Analysis accurately evaluates the City's capital project needs by calculating the appropriate impact fees required to

adequately fund growth-related capital needs. Any deviations or changes in the capital projects or other relevant information provided by the City may cause this analysis to be inaccurate and require modifications.

The City should update its impact fee calculations to the extent the CFP has changed considerably (and based on the judgment of the City) creates a need to revise the impact fee calculations in order to maintain a fee schedule that is fair and equitable to development activity.

CALCULATION OF THE NET IMPACT FEES

IMPACT FEE FORMULA

The impact fee is based upon the general demand characteristics of one household, here referred to as an Equivalent Residential Unit (ERU), which is based on historic usage patterns and equates to 350 gallons of flow of effluent wastewater per day. If it is determined that a user does not equate to one ERU, the Impact Fees Act allows the District to assess an adjusted fee that more closely matches the true impact that the land-use will have upon the public facility.⁴ This adjustment could result in a higher impact fee if the District determines that a particular user may create a greater impact than what is standard, or it may also decrease the impact fee if the developer can provide documentation that the proposed impact will be less than the standard.⁵ The formula for calculating the non-standard impact fee is summarized below Figure E.4.

FIGURE E.4: CALCULATION OF NON-STANDARD SEWER IMPACT FEE

	Impact Fee per Gallon per Day
Cost per Gallon per Day	\$ 6.54

The Non-Standard Sewer Impact Fee is a simple calculation based on the Net Impact Fee, \$2,290 divided by the state standard and defined collection ERU of 350 gallons per day.

⁴ 11-36-202(2)(c, d))

⁵ 11-36-202(3)(a)

CHAPTER 1: OVERVIEW OF IMPACT FEES

Chapter Overview

- The current legislation regarding the imposition of impact fees is set forth in the Impact Fees Act found in Utah State Code Title 11, Chapter 36, Parts 1-5.
- The required elements for the adoption of impact fees include:
 - 1) Capital Facilities Plan
 - 2) Written Impact Fee Analysis
 - a) Proportionate Share Analysis
 - b) Executive Summary
 - 3) Impact Fee Enactment
- The actual adoption of an impact fee must be done by enactment. The impact fee enactment must include:
 - 1) A provision that established one or more service areas;
 - 2) An impact fee schedule; and
 - 3) Provisions that allow the City to adjust or modify the proposed impact fee.
- A reasonable notice of the public hearing must be published in a local newspaper at least 14 days before the actual public hearing.

Impact fees serve three main purposes: (1) proportionally allocate the costs of future projects to the new development based upon demand for these facilities, (2) allow new customers to purchase equity in the existing system, and (3) perpetuate the historic level of service paid to growth-related facilities.

Impact fees have proven to be an efficient method of financing growth related capital infrastructure for many local governments throughout the State of Utah. Impact fees have been intensely debated, and until 1997 there were few stringent legal guidelines that municipalities and special service districts were required to follow when implementing impact fees. Current legislation regarding the imposition of impact fees is set forth in the Impact Fees Act found in Utah State Code Title 11, Chapter 36, Parts 1-5.

With the passage of the Impact Fees Act, the State of Utah became one of many states that have adopted legislation regulating the imposition of impact fees. This legislation gives certainty to the ability of Tooele City and other local governments to impose equitable and “fair” impact fees on new development or “development activity”.

The Impact Fees Act has been shaped over time by various court cases that have established precedents that have been incorporated into the latest changes in the Impact Fees Act. Of all the court cases, Banberry Development Corp. vs. City of South Jordan⁶ has likely been the most influential case. This case established the requirements of the proportionate share tests and identification of a *rational nexus* between fees and project costs and capacities.

IMPACT FEES AS A SOURCE OF REVENUE

Cities generally cannot pay for all essential improvements using only revenues generated by property taxes and user fees. The ability of cities to effectively meet the demands created by development activity is a critical factor and consideration for local government. Without the mechanism of impact fees, Tooele City would not be able to meet the growing demand on capital facilities and services. Tooele City has historically used general fund revenues (property tax, sales tax, and municipal energy taxes) to pay for on-going operations and maintenance requirements of the City and to fund repair and replacement needs related to capital facilities but have not used these revenue sources to fund growth related capital infrastructure.

Similarly, user fees of the sewer utility fund have been used for operations and maintenance and capital repair and replacement. Tooele City must use impact fees to equitably defray the costs associated to growth related facilities created by the demand of new development activity.

An impact fee is distinctly different from a tax, special assessment, building permit fee, hook-up fee, or other reasonable permit or application fee such as a conditional use or subdivision application fee.

⁶ 631 P. 2d 899, 903-4 (Utah 1981.)

IMPACT FEE NOTICING AND ADOPTION REQUIREMENTS – 11-36-202

The actual adoption of this sewer impact fee is effectuated by City ordinance. The ordinance or “enactment document” must include the following elements enumerated in Utah State Code Title 11, Chapter 36, Section 202. A reasonable notice of the public hearing must be published in a local newspaper at least 14 days before the actual hearing. A copy of the proposed Impact Fee Ordinance, the written Impact Fee Analysis, Executive Summary and Capital Facilities Plan must be made available to the public during the 14-day noticing period for public review and inspection. Copies of these four items must be posted in designated public places which include the City offices and each public library within the jurisdiction of the City.

In addition to noticing, HB153 2008 requires that the City mail a written copy of the enactment to the registered agent of the Utah Home Builders Association, the registered agent for the Utah Association of Realtors and a registered agent of the Utah Chapter of the Associated General Contractors of America (Utah Code 11-36-202(1)(f)).

Following the 14-day noticing period, a public hearing may be held, at which point the City Council may adopt, amend and adopt, or reject the Impact Fee Ordinance and proposed fee schedule. Once adopted, the fee is not in effect for 90 days from the date of adopting the Impact Fee Ordinance.

ACCOUNTING FOR, EXPENDITURE OF, AND REFUND OF IMPACT FEES

Through years of experience, the City understands the requirements for accounting, spending and refunding impact fees appropriately. The City will continue to comply with the Impact Fees Act’s requirements relating to the Accounting for, Expenditure of and Refunding of Impact Fees.

CHALLENGING IMPACT FEES – 11-36-401-402

Tooele City has and will continue to meet the requirements identified in the Impact Fees Act as it relates to the challenge of impact fees.

CHAPTER 2: GROWTH RELATED IMPACT UPON CITY FACILITIES REQUIRED BY: (11-36-201(5)(A)(I-II))

PROJECTED ERU GROWTH

Chapter Overview

- The proposed sewer impact fees are calculated based upon the City's projected growth over the next 50 plus years.
- The Engineers estimate that over 28,922 new ERUs will be served by the City over the next 50 plus years.
- The Impact Fees Act allows the City to waive impact fees for all City-owned facilities.
- The Impact Fees Act allows the City to authorize exceptions or adjustments to the impact fee rate structure for those projects which benefit the community as a whole.

At the time that a master plan was created for the Tooele City waste water system, the City was experiencing rapid rates of growth. Since that time, growth has changed and is currently very slow. The future will bring continued growth, however it is unknown how quickly rates will increase and when growth will resume. It is projected that there are approximately 9,037 ERUs currently served by the City based upon the City's current land-use plan. Hansen, Allen & Luce, Inc. estimate that 28,922 new ERUs will be added to the City's sewer service within the City's boundaries over the next 50 plus years. In the *Waste Water Collection System Master Plan*, the Engineers project a 2065 build out date with the total buildout ERU projection of 37,959. Therefore, the proposed impact fees shown in this analysis have been quantified based upon the demand that future residents will create on the sewer systems over the next 50 plus years. The impact fee analysis is supported by the Capital Facilities Plans provided by Hansen, Allen & Luce, for sewer collection and Aqua Engineers, Inc. for waste water treatment. The CFPs detail infrastructure needed for the future ERUs. The time frame under which these ERUs are added to the system is dependent on the economy, financial access, development patterns and population. However, the impact fee itself is based on the total future ERUs at buildout and changes in timing and the economy will not change the impact fee calculation.

As discussed in Chapter 3 of this analysis, one ERU represents the typical sewer demand of one single family dwelling unit. Based upon the City staff recommendations, HAL recommendations and Utah State Waste Water Regulations, an ERU, for purposes of collection, will be measured at 350 gallons of wastewater generated per household per day.

EXISTING AND FUTURE LAND-USE PLANNING

The vast majority of the users within the City's boundaries are residential users in Tooele City although the City does serve some mixed commercial units such as the Utah Industrial Depot and the Miller Motor Sports Park⁷. The City anticipates that there will be increased diversity of mixed-uses within the sewer service area. Commercial, retail and industrial uses will continue to grow and will require additional capacity of the sewer collection and treatment system. Demand related to commercial, industrial and other uses will be measured based on flow volume requirements and equated back to equivalent residential units.

IMPACT FEE EXEMPTIONS

Not every future ERU adding to the sewer system will be assessed an impact fee since the City currently waives impact fees for all City-owned facilities. The Impact Fees Act also includes a provision that allows the City to authorize exceptions or adjustments to the impact fee structure for those developments the City Council determines to be of such benefit to the community as a whole to justify the exception or adjustment. Such projects may include low income housing and other development activities with broad public purposes pursuant to Utah Code 11-36-202(3)(a). The infrastructure costs related to these land-uses will be borne by user fees or other revenue sources. The City will consider waivers or reduction in impact fees on a case by case basis and will assess the merits of the requests based on the standards identified in the Utah Impact Fees Act.

⁷ Aqua Engineers Executive Summary

GROWTH IN FUTURE SEWER ERUS

Since it is impossible to predict the exact rates at which development will occur within the Impact Fee Service Area, this analysis uses a growth model which assumes that the City will experience a more rapid rate of growth over the next several years before the population gradually levels off in later years. This study projects growth through 2065, but will need to be adjusted in future years to coincide with actual development and better track the growth trends of demand on system resources. Figure 2.1 details what the Engineers have projected for growth in ERUs relating to sewer collection within Tooele City.

FIGURE 2.1: GROWTH IN SEWER ERUS COLLECTION SYSTEM REQUIREMENTS (@ 350 GPD)

ERU Projections: Collection

Year	ERUs*	% Change	Year	ERUs	% Change
2009	9,037		2039	22,665	2.66%
2010	9,112	0.83%	2040	23,253	2.60%
2011	9,195	0.91%	2041	23,841	2.53%
2012	9,287	1.00%	2042	24,430	2.47%
2013	9,426	1.50%	2043	25,018	2.41%
2014	9,568	1.50%	2044	25,606	2.35%
2015	9,759	2.00%	2045	26,194	2.30%
2016	9,954	2.00%	2046	26,783	2.25%
2017	10,253	3.00%	2047	27,371	2.20%
2018	10,612	3.50%	2048	27,959	2.15%
2019	11,036	4.00%	2049	28,547	2.10%
2020	11,489	4.10%	2050	29,136	2.06%
2021	12,077	5.12%	2051	29,724	2.02%
2022	12,665	4.87%	2052	30,312	1.98%
2023	13,253	4.64%	2053	30,900	1.94%
2024	13,842	4.44%	2054	31,488	1.90%
2025	14,430	4.25%	2055	32,077	1.87%
2026	15,018	4.08%	2056	32,665	1.83%
2027	15,606	3.92%	2057	33,253	1.80%
2028	16,194	3.77%	2058	33,841	1.77%
2029	16,783	3.63%	2059	34,430	1.74%
2030	17,371	3.50%	2060	35,018	1.71%
2031	17,959	3.39%	2061	35,606	1.68%
2032	18,547	3.28%	2062	36,194	1.65%
2033	19,136	3.17%	2063	36,783	1.63%
2034	19,724	3.07%	2064	37,371	1.60%
2035	20,312	2.98%	2065	37,959	1.57%
2036	20,900	2.90%			
2037	21,489	2.81%			
2038	22,077	2.74%			

*Calculated at existing population defined by Governor’s Office of Planning & Budget divided by 350 gallons per household per Hansen Allen and Luce 2000 Waste Water Master Plan

In Figure 2.2 below, Aqua Engineers provide the projected level of growth in the number of ERUs as related to the sewer treatment system in the City.

FIGURE 2.2 GROWTH IN SEWER TREATMENT ERUs (@ 262.5 GPD)⁹

ERU Projections: Treatment

Year	ERUs**	% Change
2009	7,619	
2010	7,682	0.83%
2011	7,752	0.91%
2012	7,830	1.00%
2013	7,947	1.50%
2014	8,066	1.50%
2015	8,228	2.00%
2016	8,392	2.00%
2017	8,644	3.00%
2018	8,947	3.50%
2019	9,304	4.00%
2020	9,686	4.10%
2021	10,049	3.74%
2022	10,411	3.61%
2023	10,774	3.48%
2024	11,137	3.37%
2025	11,499	3.26%
2026	11,862	3.15%
2027	12,225	3.06%
2028	12,587	2.97%
2029	12,950	2.88%

**ERUs have been calculated on current per capita flow of 75 gpd per capita, 3.5 pph and a current treatment capacity of 2 MGD and a future treatment capacity of 3.4 MGD at 2029. The growth rates between today and 2029 have been estimated based on current economic trends to reflect slow growth in the next few years, peaking and slowing again getting closer to full capacity.

CHAPTER 3: SEWER SYSTEM OVERVIEW

SEWER SYSTEM

Chapter Overview

- A sewer ERU produces an average daily flow of 350 gallons per day for collection and 262.5 gallons per day for treatment.
- As shown in the Waste Water Collection System Master Plan, the number of sewer ERUs is projected to increase from 9,037 to 37,959 over the next 50 plus years.
- As shown in the Aqua CFP wastewater treatment, ERUs will total 12,950 over the next 19-20 year period.

Tooele City provides wastewater collection and treatment to all residential and commercial developments within the City and have funded this infrastructure through the use of impact fees, user fees and the issuance of bonds. The sewer system is in need of expansion in order to perpetuate the level of service that the City has historically maintained as new growth and development activity continue to occur within the City. Tooele City has determined that it would strive to provide capacity for 350 gpd for single family homes for collection facilities. The Waste Water Collection System Master Plan and Hansen, Allen & Luce Capital Facilities Plan projects the recommended capital projects that will maintain the established level of service over the next 50 plus years.

Aqua Engineers have defined an ERU at 75 gallons per day per capita, equaling 262.5 gallons per ERU. This ERU is the sizing demand characteristics for the wastewater treatment plant. The treatment component does not have to be sized for peaking factors and this ERU estimates more level flow of wastewater with far less peaking factors as compared to collection demand. The ERUs included in the impact fee are those associated with the two phases of the expansion to the current existing wastewater treatment plant but does not contemplate treatment expansion needed beyond 12,950 ERUs. The capital facilities identified in the Aqua CFP are sized to accommodate 3.4MGD of wastewater treatment capacity or 12,950 ERUs (3.4MGD / 262.50 gpd = 12,950). Beyond the 12,950 ERUs to be served by the expanded wastewater treatment facility, the City will be required to consider sizing

additional capacity and will contemplate the expansion in future capital facility planning documents.

LEVEL OF SERVICE AND ERU DEFINITION

Tooele City's level of service standards, as outlined in the Master Plan and Aqua's Capital Facilities Plan are the basis for the defined sewer ERU and are defined below. For impact fee purposes the fee will be based on an ERU definition of one single family dwelling unit, with a connection of no larger than a one inch meter equaling one ERU. The flow of an single family dwelling unit is based on the state standard 100 gallons per day per person and 3.5 average persons per household. Although it may be possible for flows to be lower for a single family dwelling unit, additional capacity must be considered for older and leaking pipes, peaking factors, variations in local use and several other factors that put more demand on a sewer system.

FIGURE 3.1: SEWER ERU DEFINITIONS

Sewer ERU Definition	
Collection*	350 GPD
Treatment**	262.5 GPD

*As Defined in Wastewater Master Plan HAL

**As Defined in Aqua CFP

GROWTH IN EQUIVALENT RESIDENTIAL UNITS

For purposes of wastewater collection, the City currently provides sewer to approximately 9,037 ERUs and the total number of ERUs within the City will increase by approximately 28,922 over the next 50 plus years. For purposes of wastewater treatment, the City currently serves approximately 7,619 ERUs and will increase by an additional 5,331 ERUs over the next 15-20 year period.

CHAPTER 4: SEWER SYSTEM FUTURE CAPITAL PROJECTS AND PROPOSED DEBT

Chapter Overview

- A buy-in component will be contemplated as collection and components of the system have remaining capacity.
- The City may recover approximately \$26.6 million in future sewer capital project costs through the proposed sewer impact fees.
- The Impact Fees Act allows for the costs related to the financing of future capital projects, including costs of issuance and interest costs, to be included in the impact fee. This analysis assumes the issuance of one bond issue, the proposed Series 2008 and 2015 Bonds, to fund portions of the sewer improvements for collection and treatment.
- The Impact Fees Act allows the City to include professional expenses into the proposed impact fees. The City will recover a portion of the costs of updating the Master Plan and Impact Fee Analysis in the proposed sewer impact fees.

According to the Impact Fees Act, three cost components may be factored into the impact fee calculations. These cost components include 1) the construction costs of growth-driven improvements, 2) appropriate professional services inflated from current dollars to construction year costs, and 3) issuance and interest expenses that relate to financing growth-driven capital projects that cannot or are not contemplated to be cash funded.

EQUITY BUY-IN

The intent of the equity buy-in component is to recover the costs of the unused capacity in existing infrastructure from new development. In this case, the equity buy-in relates to sewer infrastructure that has capacity to serve future growth.

The City's existing collection and system has some areas of deficiency which must be cured before excess capacity exists in the system that can be calculated as a buy-in fee. The City currently meets existing demands, but the existing sewer system improvements will not be able to serve new development growth. The treatment plant is being expanded to meet future demand and has no current capacity. Therefore, no buy in component has been considered for either treatment or collection in the impact fee analysis.

FUTURE CAPITAL PROJECT COSTS

The capital projects that will be financed through impact fees include the development of collection, distribution and treatment capacity for the sewer system. The Sewer Master Plan (HAL) identifies costs for repair and replacement and growth-related improvements. Only the projects identified to serve new growth have been included in the impact fees. The costs of these projects are summarized in Figure 4.1. The figure identifies approximately \$12.05M of capital needs for future growth. This is based on the wastewater modeling assuming an ERU equal to 350 gallons per day of capacity.

FIGURE 4.1: SEWER COLLECTION PROJECTS (HAL CAPITAL FACILITIES PLAN)

Project No.	Project Name	Present Value	Construction Year ¹	Project Total with		FV Cost to Growth
				Construction Inflation	% to Growth	
COLLECTION SYSTEM						
1	1000 West Relief Sewer	\$ 621,433	2015	\$ 832,779	0%	\$ -
2	8-inch diameter Sewer on 100 N from Coleman to 1000 W	560,381	2015	750,964	100%	750,964
3	Relief Sewer Structures in Manholes (Half)	28,648	2021	51,448	100%	51,448
3	Relief Sewer Structures in Manholes (Half)	28,648	2036	106,957	100%	106,957
4	8-inch diameter Sewer in 100 S from 100 E to 100 W	210,040	2026	481,417	100%	481,417
5	8-inch diameter Sewer in 1500 N from 200 E to 400 E	-	-	-	100%	-
6	10-inch diameter in 1000 N from 520 E to 150 E	685,758	2011	756,049	100%	756,049
7	8-inch diameter Relief Sewer in Main St. at 900 N	10,237	2018	15,880	100%	15,880
8	10-inch diameter Sewer in 300 S from 150 W to 200 W	81,892	2041	390,212	100%	390,212
9	10-inch diameter Sewer in 100 S from Russell to 100 S	67,561	2041	321,925	100%	321,925
10	12-inch diameter Sewer in 400 W. between 2000 N and 2400 N.	186,828	2012	216,276	100%	216,276
11	Install 24" diameter Relief Sewer for Interceptor B	654,564	2036	2,443,785	100%	2,443,785
12	Install 12" diameter Relief Sewer for Interceptor B	81,911	2051	635,760	100%	635,760
13	Install 18" diameter Relief Sewer for Interceptor B	411,525	2056	4,076,555	100%	4,076,555
14	Install 12" diameter Relief Sewer for Interceptor B	100,888	2060	1,214,774	100%	1,214,774
15	Install 21" diameter Relief Sewer for Interceptor A after junction with Interceptor B	158,109	2036	590,295	100%	590,295
Collection System Total		\$ 3,888,425		\$ 12,885,078		\$ 12,052,299

¹ Construction expenses, percentage to growth and timings from Hansen, Allen & Luce/Aqua Engineers

TREATMENT CAPACITIES

Impact fees cannot be used to finance an increase in the level of service to current or future users of capital improvements. This practice would place an unfair funding scenario on new users for the purpose of establishing a level of service that is higher than what current users have demanded of the system. Therefore, it is important to identify that the level of service established is a treatment ERU or 262.5 gallons per day. The specific improvements identified below in Figure 4.2 will provide 3.4MGD of wastewater treatment capacity. The total cost of providing this additional capacity from 2.0MGD to 3.4MGD is \$8.6M in current 2009 dollars.

The following figure describes the necessary capital improvements required to service growth for the next 15-20 year period as calculated by Aqua Engineers and based on 262.5 gallons per day of treatment capacity per ERU needed to maintain the City's level of service.

FIGURE 4.2: SEWER TREATMENT PROJECTS (AQUA CAPITAL FACILITIES PLAN)

Project No.	Project Name	Present Value	Project Total with Construction			FV Cost to Growth
			Construction Year ¹	Construction Inflation	% to Growth	
1	Phase 1	\$ 2,741,745	2009	2,741,745	79%	\$ 2,152,969
2	Phase 2	\$ 5,886,000	2009	5,886,000	79%	4,622,011
Treatment Facilities Total		\$ 8,627,745		\$ 8,627,745		\$ 6,774,980

Therefore, the combined Capital Improvement Plan for the sewer system is estimated at approximately \$20.M. These capital expenditures are envisioned to take place over the next several years, collection projects through buildout and treatment until the 3.4 MGD of capacity is used.

FUTURE CAPITAL FINANCING COSTS AND PROFESSIONAL EXPENSES

DEBT FINANCING

Based upon the projected growth in ERUs related to collection through 2065 and projected growth in ERUs related to treatment through 2028, the City will not amass sufficient impact fee revenues to defray the costs of the future capital projects identified in the CFP. Therefore, the City will look to bond financing in conjunction with the impact fees for funding these growth related capital improvements. The Impact Fees Act allows for the costs related to the financing of future capital projects, including costs of issuance and interest costs, to be legally included in the impact fee. This allows the City to finance and quickly construct infrastructure for new development and reimburse itself later from impact fee revenues for the costs of principal and interest components related to the associated debt obligation.

The future financings are intended to help the City maintain level and consistent annual impact fee fund balances. This analysis assumes the issuance of two bond issues, the proposed Series 2009 and 2015 Bonds, to fund portions of the sewer improvements shown in Figures 4.1 and 4.2. Figure 4.3 summarizes these bond issues. The City may also consider using inter-fund loans to fund its capital improvements.

¹ Construction expenses, percentage to growth and timings from Hansen, Allen & Luce/Aqua Engineers

FIGURE 4.3: PROPOSED FINANCING¹⁰

Proposed Series 2009 Bond

	Principal		Interest		DSRF	Total D/S
2009	\$	-	\$	-	\$	-
2010		256,381		305,382	(26,721)	535,042
2011		266,636		295,126	(26,721)	535,042
2012		277,302		284,461	(26,721)	535,042
2013		288,394		273,369	(26,721)	535,042
2014		299,930		261,833	(26,721)	535,042
2015		311,927		249,836	(26,721)	535,042
2016		324,404		237,359	(26,721)	535,042
2017		337,380		224,383	(26,721)	535,042
2018		350,875		210,887	(26,721)	535,042
2019		364,910		196,852	(26,721)	535,042
2020		379,507		182,256	(26,721)	535,042
2021		394,687		167,076	(26,721)	535,042
2022		410,475		151,288	(26,721)	535,042
2023		426,893		134,869	(26,721)	535,042
2024		443,969		117,793	(26,721)	535,042
2025		461,728		100,035	(26,721)	535,042
2026		480,197		81,566	(26,721)	535,042
2027		499,405		62,358	(26,721)	535,042
2028		519,381		42,382	(26,721)	535,042
2029		540,156		21,606	(26,721)	535,042
	\$	7,634,539	\$	3,600,716	\$	(534,418)
					\$	10,700,837

Proposed Series 2015

	Principal		Interest		DSRF	Total D/S
2015	\$	-	\$	-	\$	-
2016		61,132		72,816	(6,371)	127,576
2017		63,577		70,371	(6,371)	127,576
2018		66,120		67,827	(6,371)	127,576
2019		68,765		65,183	(6,371)	127,576
2020		71,516		62,432	(6,371)	127,576
2021		74,376		59,571	(6,371)	127,576
2022		77,352		56,596	(6,371)	127,576
2023		80,446		53,502	(6,371)	127,576
2024		83,663		50,284	(6,371)	127,576
2025		87,010		46,938	(6,371)	127,576
2026		90,490		43,457	(6,371)	127,576
2027		94,110		39,838	(6,371)	127,576
2028		97,874		36,073	(6,371)	127,576
2029		101,789		32,158	(6,371)	127,576
2030		105,861		28,087	(6,371)	127,576
2031		110,095		23,852	(6,371)	127,576
2032		114,499		19,449	(6,371)	127,576
2033		119,079		14,869	(6,371)	127,576
2034		123,842		10,106	(6,371)	127,576
2035		128,796		5,152	(6,371)	127,576
	\$	1,820,395	\$	858,562	\$	(127,428)
					\$	2,551,529

¹⁰ Bond Coupon 4% and 20 Year Term

The majority of the Series 2009 will be funding the expansion of the treatment plant to 3.4 MGD and a small portion will fund one 2011 collection project (10 inch diameter in 1000 N from 520 East to 150 East). The Series 2015 will be used to fund the major collection projects from the years 2015 to 2018. The other assumptions are detailed in the following tables:

FIGURE 4.4 2009 BOND

Construction Proceeds	\$ 6,642,049
Costs of Issuance	2%
DSRF	10%
Bond Insurance	1%
Total	13%
Par Amount	\$ 7,634,539
DSRF	\$ 763,454
DSRF Earnings	3.50%
Annual Earnings	\$ 26,721

FIGURE 4.5 2015 BOND

Construction Proceeds	\$ 1,583,744
Costs of Issuance	2%
DSRF	10%
Bond Insurance	1%
Total	13%
Par Amount	\$ 1,820,395
DSRF	\$ 182,039
DSRF Earnings	3.50%
Annual Earnings	\$ 6,371

PROFESSIONAL EXPENSES

As development occurs and capital project planning is periodically revised, the future lists of capital projects and their costs may be different than the information utilized in this analysis. For this reason, it is assumed that the City will perform updates to the Master Plan and Impact Fee Analysis every five years. A fiscal year 2009 cost of \$10,000 has been included in the proposed sewer impact fees along with the costs of subsequent updates and engineering expenses (updates include a 3% annual inflation factor).

The costs of the impact fee updates shown below are spread proportionally across the number of future ERUs that the City will develop.

FIGURE 4.6: IMPACT FEE ANNUAL UPDATES

Professional Expenses and Impact Fee Analysis Updates Future Value			
2008	-	2018	17,099
2009	12,381	2019	4,281
2010	2,535	2020	4,521
2011	2,696	2021	19,029
2012	30,984	2022	5,032
2013	3,042	2023	5,305
2014	3,226	2024	24,168
2015	15,360	2025	9,103
2016	3,621	2026	9,641
2017	3,831	2027	34,049
Total		\$209,904	

The impact fee is calculated in the table below. The impact fee is generated from the future collection and treatment capital projects and any debt associated with those projects and then the cost is divided across the ERUs that those projects will serve. The treatment fee of \$1821.02 per ERU relates to the expenses of the expansion of the treatment plant. As discussed previously, the treatment plant will serve an additional 5,331 ERUs over the next twenty years according to the Engineers. Aqua Engineers also defined the percentage relating to growth, identifying 28.47% of the capital projects will fund rehabilitation needs of the sewer plant. The debt service needed to fund this expansion is also included in this fee at 92%. The 2009 Bond will fund the treatment plant expansion (92%) and the rest will fund a collection project (8%).

The collection fee is calculated in the same manner. Hansen, Allen & Luce, Inc. provided the future collection capital projects and identified the percentage of growth that the capital projects will fund (93.54%). The percentage of the 2009 Bond (8%) is included and a Series 2015 Bond has also been included to fund collection projects in the years 2015-2018. The collection fee has been spread across 28,922 ERUs that the collection system will serve through buildout (approx 2065).

Lastly, the professional expenses have been included and spread across the buildout ERUs to create a miscellaneous fee.

The treatment, collection and miscellaneous fee are totaled as the Net Impact Fee per ERU.

FIGURE 4.7: BASE IMPACT FEE

	Sewer Projects	Total Costs	% Related to Growth	Growth Related Costs	Growth Related ERUs	Cost per ERU
Treatment Fee						
1	Future Treatment Projects	\$ 8,627,745	78.53%	\$ 6,775,369	5,331	\$ 1,270.95
2	Proposed Series 2010 Bond Debt Service (92%)	9,844,770	78.53%	7,731,098	5,331	1,450.23
3	Proposed Series 2010 Bond Proceeds (92%)	(6,110,685)	78.53%	(4,798,721)	5,331	(900.16)
4	TOTALS:	\$ 12,361,830		\$ 9,707,745		\$ 1,821.02
Collection Fee						
5	Future Collection Projects	\$ 12,885,078	93.54%	12,052,299	28,922	\$ 416.72
6	Proposed Series 2010 Bond Debt Service (8%)	856,067	100.00%	856,067	28,922	29.60
7	Proposed Series 2010 Bond Proceeds (8%)	(531,364)	100.00%	(531,364)	28,922	(18.37)
8	Proposed Series 2015 Bond Debt Service	2,551,529	100.00%	2,551,529	28,922	88.22
9	Proposed Series 2015 Bond Proceeds	(1,583,744)	100.00%	(1,583,744)	28,922	(54.76)
10	TOTALS:	\$ 14,177,567		\$ 13,344,787		\$ 461.41
Miscellaneous Fee						
12	Engineering and Impact Fee Analysis Update	\$ 206,601	100.00%	\$ 206,601	28,922	\$ 7.14
13	TOTALS:	\$ 26,745,998		\$ 23,259,134		\$ 2,289.56

Net Impact Fee per ERU **\$ 2,290**

The ERU multiplier for residential and non-residential users will be based on the required sewer generation of the user at the time of development review. One ERU is 350 gpd for collection and 262.5 gallons per day for treatment. A complete schedule of impact fee multipliers for residential and commercial users prepared by Lewis Young Robertson & Burningham can be seen in Figure 4.5. The table, from the Utah State Division of Drinking Water is a list of potential users and the expected demands that the users will place on a system as an ERU equivalence and the potential peak day demand. The table lists the demands as an equivalent ERU and the fee is calculated using the multiplier. The laundrette is a simple example of how the table applies. The new laundrette is the equivalence of .73 ERUs per washer or \$1,672 (Net Impact Fee \$2,290 x .73) per washer. If, as an example the new laundrette will have 20 washers, the fee is calculated as follows:

Number of Washers	x	Fee	Total Impact for New Laundrette
20	x	\$1,671	\$ 33,429

FIGURE 4.8: IMPACT FEE ERU MULTIPLIERS

Impact Fee Land Use	Water Interior & Exterior PDD (gals.)	Water Interior PDD (gals.)	Multiplier	Estimate of Sewer PDD	Equivalent ERU's	Impact Fee
Annual Impact Fee per ERU						\$2,290
Single Family Dwelling	800	400	87.5%	350	1.000	2,290
Multi Family Housing	552	276	87.5%	242	0.690	1,580
Boarding Houses						
a. for each resident boarder and employee	50	25	87.5%	22	0.063	143
Bowling Alleys, per alley						
a. with snack bar	100	100	100.0%	100	0.286	654
b. with no snack bar	85	85	100.0%	85	0.243	556
Churches, per person	5	5	100.0%	5	0.014	33
Country Clubs						
a. per resident member	100	100	100.0%	100	0.286	654
b. per nonresident member present	25	25	100.0%	25	0.071	164
c. per employee	15	15	100.0%	15	0.043	98
Dentist's Office						
a. per chair	200	200	100.0%	200	0.571	1,308
b. per staff member	35	35	100.0%	35	0.100	229
Doctor's Office						
a. per patient	10	10	100.0%	10	0.029	65
b. per staff member	35	35	100.0%	35	0.100	229
Fairgrounds, per person	1	1	100.0%	1	0.003	7
Fire Stations, per person						
a. with full-time employees and food prep.	70	70	100.0%	70	0.200	458
b. with no full-time employees and no food prep.	5	5	100.0%	5	0.014	33
Gyms						
a. per participant	25	25	100.0%	25	0.071	164
b. per spectator	4	4	100.0%	4	0.011	26
Hairdresser						
a. per chair	50	50	100.0%	50	0.143	327
b. per operator	35	35	100.0%	35	0.100	229
Hospitals, per bed space	250	250	100.0%	250	0.714	1,635
Hotel, Motel, and Resort	150	150	100.0%	150	0.429	981
Industrial Buildings, per 8 hour shift, per employee (exclusive of industrial waste)						
a. with showers	35	35	100.0%	35	0.100	229
b. with no showers	15	15	100.0%	15	0.043	98
Launderette, per washer	580	580	100.0%	580	1.657	3,794
Movie Theaters						
a. auditorium, per seat	5	5	100.0%	5	0.014	33
b. drive-in, per car space	10	10	100.0%	10	0.029	65
Nursing Homes, per bed space	280	280	100.0%	280	0.800	1,832
Office Buildings and Business Establishments, per shift, per employee (sanitary wastes only)						
a. with cafeteria	25	25	100.0%	25	0.071	164
b. with no cafeteria	15	15	100.0%	15	0.043	98
Picnic Parks, per person (toilet wastes only)	5	5	100.0%	5	0.014	33
Restaurants						
a. ordinary restaurants (not 24 hour service) per seat	35	35	100.0%	35	0.100	229
b. 24 hour service per seat	50	50	100.0%	50	0.143	327
c. single service customer utensils only per customer	2	2	100.0%	2	0.006	13
d. or, per customer served				0	-	-
(includes toilet and kitchen wastes)	10	10	100.0%	10	0.029	65

Impact Fee Land Use	Water Interior & Exterior PDD (gals.)	Water Interior PDD (gals.)	Multiplier	Estimate of Sewer PDD	Equivalent ERU's	Impact Fee
Annual Impact Fee per ERU						\$2,290
Schools, per person						
a. boarding	75	75	100.0%	75	0.214	491
b. day, without cafeteria, gym or showers	15	15	100.0%	15	0.043	98
c. day, with cafeteria, but no gym or showers	20	20	100.0%	20	0.057	131
d. day, with cafeteria, gym and showers	25	25	100.0%	25	0.071	164
Service Stations(b) ,per vehicle served	10	10	100.0%	10	0.029	65
Skating Rink, Dance Halls, etc., per person						
a. no kitchen wastes	10	10	100.0%	10	0.029	65
b. Additional for kitchen wastes	3	3	100.0%	3	0.009	20
Ski Areas, per person (no kitchen wastes)	10	10	100.0%	10	0.029	65
Stores						
a. per public toilet room	500	500	100.0%	500	1.429	3,271
b. per employee	11	11	100.0%	11	0.031	72
Swimming Pools and Bathhouses(c) ,per person	10	10	100.0%	10	0.029	65
Taverns, Bars, Cocktail Lounges, per seat	20	20	100.0%	20	0.057	131

PDD = Peak Day Demand

The proposed sewer impact fees are based upon general demand characteristics and the potential sewer demand that is created by each user class. The City reserves the right under the Impact Fees Act (Utah Code 11-36-202(2)(c,d)) to calculate and assess an adjusted fee to respond to unusual circumstances to ensure that the fees are equitably assessed. Figure 4.6 shows the formula by which non-standard sewer impact fees are calculated. The Non-Standard Sewer Impact Fee is a simple calculation based on the Net Impact Fee, \$2,290 divided by the state standard and defined collection ERU of 350 gallons per day.

FIGURE 4.9: CALCULATION OF NON-STANDARD SEWER IMPACT FEE

	Impact Fee per Gallon per Day
Cost per Gallon per Day	\$ 6.54

CHAPTER 5: PROPORTIONATE SHARE ANALYSIS REQUIRED BY (11-36-201(5)(B))

Chapter Overview

- The Proportionate Share Analysis ensures that impact fees recover the costs of capital improvements that serve future development.
- The Proportionate Share Analysis must demonstrate that impact fees paid by new development are the most equitable method of funding growth-related infrastructure.
- The City has funded its existing sewer infrastructure through a combination of different revenue sources which include property tax, general fund revenues, impact fees, and user rates.
- Impact fees should be used to fund all growth-driven infrastructure planned by the City to equitably allocate the costs of growth-related infrastructure in accordance with the true impact that a user will place on the infrastructure.
- The Impact Fees Act requires that credits be paid back to development for future fees that may be paid to fund system improvements found in the Capital Facilities Plan.
- The Impact Fees Act allows for the inclusion of a time price differential to ensure that the future value of costs incurred at a later date are accurately calculated to include the costs of construction inflation.

The Proportionate Share Analysis requirement was established by the case of Banberry Development Corp. vs. The City of South Jordan¹¹ to ensure that a local political entity does not collect impact fees that place an inequitable burden on new development relative to the impact that the development would place upon the system. Banberry set forth that a municipality must “reasonably” provide evidence that supports the imposition of impact fees.

The Utah Supreme Court has reinforced this philosophy through subsequent cases including The Home Builders Association of the State of Utah vs. The City of North Logan¹². It was determined that a local political entity must have “sufficient flexibility to deal realistically with issues that do not admit of any kind of precise mathematical equality”. Indeed, the Court stated that such equality is “neither feasible nor constitutionally vital.”

It has been shown that a City must prepare the written and Proportionate Share Analysis as accurately as possible and within the confines of the law. If such requirement is met, the burden of proof that the impact fees are inequitable lies with the challenger and not with a City to prove that the fees are equitable.

Tooele’s sewer system has been and will be further improved to meet the needs of new demand and prepare for future users. A new wastewater treatment plant has been constructed and will be further expanding this year. A small percentage of the wastewater treatment plant capital projects will be dedicated to rehabilitation of the facility. Aqua engineers have determined that 78.53% will be attributed to growth and 21.47% will be growth related expenses that will be included in the impact fee analysis.

Tooele City has a significant amount of developable land within its boundaries. The new development requires a \$12.8M collection capital facilities plan. Most of the future collections projects will benefit growth and 93.54¹³ of the total future projects will be included in the wastewater impact fee calculation.

¹¹ 631 P. 2d 899, 903-4 (Utah 1981.)

¹² 983 P. 2d 561, 565 (Utah 1999.)

¹³ The 93% of the projects is the percentage of the total that relates directly to the growth related costs.

TABLE 5.1 CALCULATION OF PROPORTIONATE SHARE

COLLECTION

Project No.	Project Name	Present Value	Project Total with Construction			FV Cost to Growth
			Year ¹	Construction Inflation	% to Growth	
COLLECTION SYSTEM						
1	1000 West Relief Sewer	\$ 621,433	2015	\$ 832,779	0%	\$ -
2	8-inch diameter Sewer on 100 N from Coleman to 1000 W	560,381	2015	750,964	100%	750,964
3	Relief Sewer Structures in Manholes (Half)	28,648	2021	51,448	100%	51,448
3	Relief Sewer Structures in Manholes (Half)	28,648	2036	106,957	100%	106,957
4	8-inch diameter Sewer in 100 S from 100 E to 100 W	210,040	2026	481,417	100%	481,417
5	8-inch diameter Sewer in 1500 N from 200 E to 400 E	-	-	-	100%	-
6	10-inch diameter in 1000 N from 520 E to 150 E	685,758	2011	756,049	100%	756,049
7	8-inch diameter Relief Sewer in Main St. at 900 N	10,237	2018	15,880	100%	15,880
8	10-inch diameter Sewer in 300 S from 150 W to 200 S	81,892	2041	390,212	100%	390,212
9	10-inch diameter Sewer in 100 S from Russell to 100 S	67,561	2041	321,925	100%	321,925
10	12-inch diameter Sewer in 400 W. between 2000 N and 2400 N.	186,828	2012	216,276	100%	216,276
11	Install 24" diameter Relief Sewer for Interceptor B	654,564	2036	2,443,785	100%	2,443,785
12	Install 12" diameter Relief Sewer for Interceptor B	81,911	2051	635,760	100%	635,760
13	Install 18" diameter Relief Sewer for Interceptor B	411,525	2056	4,076,555	100%	4,076,555
14	Install 12" diameter Relief Sewer for Interceptor B	100,888	2060	1,214,774	100%	1,214,774
15	Install 21" diameter Relief Sewer for Interceptor A after junction with Interceptor B	158,109	2036	590,295	100%	590,295
Collection System Total		\$ 3,888,425		\$ 12,885,078		\$ 12,052,299

TABLE 5.2 CALCULATION OF PROPORTIONATE SHARE

TREATMENT

Project No.	Project Name	Present Value	Project Total with Construction			FV Cost to Growth
			Year ¹	Construction Inflation	% to Growth	
1	Phase 1	\$ 2,741,745	2009	2,741,745	79%	\$ 2,152,969
2	Phase 2	\$ 5,886,000	2009	5,886,000	79%	4,622,011
Treatment Facilities Total		\$ 8,627,745		\$ 8,627,745		\$ 6,774,980

MANNER OF FINANCING EXISTING PUBLIC FACILITIES – 201(5)(B)(II-III)

Tooele City has funded its existing sewer infrastructure through a combination of different revenue sources which include property tax, general fund revenues, impact fees, and user rates. Therefore, it is clear that the level of service that currently exists has been funded by the City’s existing residents. Using impact fees to fund the future improvements that will be needed by new growth places a burden upon future users that is similar to the burden that has been placed upon existing users.

CONSIDERATION OF ALL REVENUE SOURCES – 201(5)(B)(IV)

The Impact Fees Act requires the Proportionate Share Analysis to demonstrate that impact fees paid by new development are the most equitable method of funding growth-related infrastructure. This statement may be supported by demonstrating through the CFP that the project costs that are included in the impact fees are growth-related and serve no users other than future users who have not yet come into the City.

The City’s objective is to fairly and equitably recover the costs of new growth-related infrastructure from new development. This implies that new growth will be expected to pay its fair share of the costs that will be incurred to serve them. In accordance with this philosophy, the following explains the pros and cons of funding mechanisms that are available to the City to pay for new infrastructure.

PROPERTY TAX REVENUES

Ad valorem taxes such as property taxes are a stable source of revenues. However, ad valorem taxes allocate new system costs to new development based upon property valuation rather than true impact. The use of property tax revenues to finance growth-driven improvements places an unfair burden upon existing users who have already paid for existing infrastructure. This practice forces existing users to subsidize growth. Furthermore, there exists no General Obligation Bonds for sewer, and property tax revenues can be used for funding capital projects.

USER FEES

Like property tax revenues, the use of user fees to finance growth-driven improvements places an unfair burden upon existing users who have already paid for existing infrastructure.

SPECIAL ASSESSMENT AREA BONDS

SAA Bonds are an acceptable mechanism to recover the costs of growth-related infrastructure from new users by means of placing an assessment upon benefited development property. SAA bonds are a stable funding mechanism; however, the ability to impose a Special Assessment Area solely upon new growth areas and create a marketable bond is very challenging for system-wide growth construction.

IMPACT FEES

Impact fees have become an ideal mechanism for funding growth-related infrastructure. Analysis is required to accurately assess the true impact of a particular user upon the City infrastructure and the ability to prevent existing users from having to subsidize new growth.

It is the opinion of this analysis that based upon the historic funding of the existing infrastructure and the intent of the City to equitably allocate the costs of growth-related infrastructure in accordance with the true impact that a user will place, impact fees should be used to fund all growth-related infrastructure planned by the City.

PROPOSED CREDITS OWED TO DEVELOPMENT – 201(5)(B)(V)

Tooele City will comply with all requirements of the Act related to credits to developer contributions.

SUMMARY OF TIME PRICE DIFFERENTIAL – 201(5)(B)(VII)

The Impact Fees Act allows for the inclusion of a time price differential to ensure that the future value of costs incurred at a later date are accurately calculated to include the costs of construction inflation. An inflation component is included in all capital project costs that are to be constructed in fiscal year 2008 and beyond. A time price differential is not contemplated for the costs of bond debt service that are included in the impact fees as the payments do not increase over time with inflation.

Because all improvements have been adjusted for inflation, it is not equitable for new development paying impact fees ten years from now to be charged an impact fee that is higher than a fee paid today as the costs of inflation have been included into the costs basis. There is no correlation between an inflation adjusted cost in projects and an inflated impact fee.

CHAPTER 6: SUMMARY OF IMPACT FEE FUND CASH FLOWS FOR SEWER SYSTEM

Chapter Overview

- The objective of the impact fee fund is to maintain a positive balance which can be achieved with debt financing or inter-fund loans by deferring projects until sufficient funds are amassed.

IMPACT FEE REVENUES, EXPENSES AND CASH FLOWS

Tooele City is committed to continuing the practice of collecting, expending and accounting for impact fees fairly and as mandated by the Impact Fees Act.

In the collection of impact fees, a fund shall be created for the sewer impact fees. The objective of the fund is to maintain a positive balance which can be achieved with debt financing or inter-fund loans by deferring projects until sufficient funds are amassed. The proposed timings and amounts of debt issued shown in this analysis are based upon the projected growth rates of sewer ERUs. The actual rates of growth may vary significantly from the projections presented in this analysis which may affect the impact fees through changes in the timings

of project construction, changes in the years that bonds will be issued, and changes in the need for bonds.

CHAPTER 7: RECOMMENDED IMPACT FEES

The sewer impact fees proposed in this analysis will be assessed within all areas of the City.

FIGURE 7.1: RESIDENTIAL SEWER IMPACT FEE

	Sewer Projects	Total Costs	% Related to Growth	Growth Related Costs	Growth Related ERUs	Cost per ERU
Treatment Fee						
1	Future Treatment Projects	\$ 8,627,745	78.53%	\$ 6,775,369	5,331	\$ 1,270.95
2	Proposed Series 2010 Bond Debt Service (92%)	9,844,770	78.53%	7,731,098	5,331	1,450.23
3	Proposed Series 2010 Bond Proceeds (92%)	(6,110,685)	78.53%	(4,798,721)	5,331	(900.16)
4	TOTALS:	\$ 12,361,830		\$ 9,707,745		\$ 1,821.02
Collection Fee						
5	Future Collection Projects	\$ 12,885,078	93.54%	12,052,299	28,922	\$ 416.72
6	Proposed Series 2010 Bond Debt Service (8%)	856,067	100.00%	856,067	28,922	29.60
7	Proposed Series 2010 Bond Proceeds (8%)	(531,364)	100.00%	(531,364)	28,922	(18.37)
8	Proposed Series 2015 Bond Debt Service	2,551,529	100.00%	2,551,529	28,922	88.22
9	Proposed Series 2015 Bond Proceeds	(1,583,744)	100.00%	(1,583,744)	28,922	(54.76)
10	TOTALS:	\$ 14,177,567		\$ 13,344,787		\$ 461.41
Miscellaneous Fee						
12	Engineering and Impact Fee Analysis Update	\$ 206,601	100.00%	\$ 206,601	28,922	\$ 7.14
13	TOTALS:	\$ 26,745,998		\$ 23,259,134		\$ 2,289.56

Net Impact Fee per ERU **\$ 2,290**

The ERU multiplier for residential and non-residential users will be based on the required sewer demand of the user at the time of development review. One ERU is 350 gpd which reflects daily wastewater generation rates for a typical single family home.

FIGURE 7.2: CALCULATION OF NON-STANDARD SEWER IMPACT FEE

	Impact Fee per Gallon per Day
Cost per Gallon per Day	\$ 6.54

The proposed fees are based upon general demand characteristics that are created by each class or size of unit. This is based on domestic wastewater and a price adjustment may be required for industrial wastewater generators increasing impact to the system. This will be evaluated on a case-by-case basis. The City reserves the right under the Impact Fees Act (Utah Code 11-36-202(2)(c,d)) to assess an adjusted fee to respond to unusual circumstances to ensure that fees are equitably assessed. This could result in a higher impact fee if the City determines that a user creates a greater than normal impact, but this may also result in a decrease in the impact fee if the developer can provide documentation that the proposed impact will be lesser than normal (Utah Code 11-36-202(3)(a)).



APPENDIX

TOOELE CITY CORPORATION

RESOLUTION 2018-10

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A MEMORANDUM OF AGREEMENT WITH THE UTAH NATIONAL GUARD.

WHEREAS, the Utah National Guard (“Guard”) has a Field Maintenance Shop facility (“Facility”) located in the former Administration Area of the Tooele Army Depot (“TEAD”), south of Commander Boulevard; and,

WHEREAS, the Facility receives both its culinary and fire suppression water from the TEAD water system because Tooele City’s culinary water system does not extend to the Facility or to TEAD; and,

WHEREAS, Tooele City owns and maintains as 12-inch-diameter culinary water line (“City Main”) in the State Road 36 right-of-way, the sole purpose of which City Main is to supply water to the Tooele County detention facility (“Jail”); and,

WHEREAS, the City Main is a non-looped, single-feed, dead-end water line, and the City Council and Administration have previously decided, as a matter of policy, not to allow additional culinary water users, other than the Jail, to access the City Main without the looping that would provide a more reliable water supply; and,

WHEREAS, the Guard believes the TEAD water supply is inadequate to provide sufficient fire suppression water to the Facility, in the event of a fire; and,

WHEREAS, the Guard desires to install and connect a 10-inch-diameter water line (“Fire Line”) to the City Main in order to provide a sufficient water source for fire suppression; and,

WHEREAS, the City has expressed a willingness to allow the installation of the Fire Line as a City-owned and maintained public improvements, installed by the Guard, for fire suppression purposes only; and,

WHEREAS, the presence and use of the Fire Line for fire suppression shall not be deemed to make Tooele City’s culinary water supply available to any existing or future occupied property other than the Jail; and,

WHEREAS, a Memorandum of Agreement (MOA) between the City and the Guard establishes the terms and conditions under which the City will allow the Fire Line to be installed and used (see the MOA attached as Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that Memorandum of Agreement between Tooele City and the Utah National Guard (substantially in the form of Exhibit A) is hereby approved, and that the Mayor is hereby authorized to execute the MOA.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ___ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Memorandum of Agreement

MEMORANDUM OF AGREEMENT
BETWEEN
THE UTAH NATIONAL GUARD
A STATE AGENCY
AND
TOOELE CITY CORPORATION,
A MUNICIPAL GOVERNMENT

SUBJECT: Agreement for Installation and Use of Fire Line to Support Utah National Guard Field Maintenance Shop, Tooele Utah

1. References.

- a. National Guard Regulation (NGR) 421-1, Real Property Operations, Maintenance and Minor Construction Army National Guard
- b. NGR 5-2, Inter-service/Intergovernmental Support Agreements
- c. NGR 5-1, Grants and Cooperative Agreements
- d. Section 1-03, Intergovernmental Agreements, Amended Tooele City Charter, 2 January 2006

2. Purpose. This memorandum of agreement (MOA) is between the Utah National Guard (UTNG) and Tooele City Corporation (City).

3. Scope. The UTNG proposes to construct and connect a ten-inch diameter (10") water line (Fire Line) from the current and existing City water line currently running along State Highway 36, North of the City to the Tooele County Jail, (the City Main) that will supply water, for fire suppression purposes only, to the existing UTNG Field Maintenance Shop located at 1100 East 2nd Avenue, former Tooele Army Depot Administration Area, Tooele City, Utah. The Fire Line shall be a City owned and maintained public improvement.

4. Understanding, Agreements, and Support Needs.

a. The UTNG agrees to:

(1) Connect the Fire Line to the City Main at a point designated by the City. To make all connections in accordance with City requirements and current codes.

(2) At UTNG expense, install the Fire Line for fire suppression use only. Any other use will violate this MOA.

(3) Install a valve to facilitate flushing of the Fire Line by the City.

(4) Allow the City to access UTNG property to inspect the Fire Line.

(5) Own and maintain the fire hydrant/s on the Fire Line and allow the City to inspect the hydrant/s.

(6) Secure from third parties all easements needed for the Fire Line.

(7) Ensure that the UTNG's contractor or DFCM provide a payment to the City of \$4,784.02 for the 4% public improvement inspection fee (based on construction cost estimate of \$119,600.48, not including planning, engineering, etc.) prior to the commencement of Fire Line construction.

(8) Ensure that the UTNG's contractor provides a one year warrantee for the installation of the Fire Line and coordinate with the City and the contractor for the end-of-warranty inspection.

(9) Ensure that the UTNG's contractor provides the fire flow test results and Fire Line design drawings and specifications to the City for review and approval, prior to construction of the Fire Line.

(10) Obtain all required permits from the Utah Department of Transportation (UDOT) inasmuch as the City Main is located in a UDOT right-of-way.

(11) Maintain the UTNG's existing fire suppression connection to the Tooele Army

Depot water system as a backup should the Fire Line be out of service, or have insufficient flow, for any reason.

(12) Convey ownership of the Fire Line to the City.

(13) Convey a 20-foot wide easement document to the City for the Fire Line.

(14) Not expand or add on to the UTNG Field Maintenance Shop without all Shop facilities being sprinkled according to applicable fire codes, in order to increase facility safety and to decrease the demand on the Fire Line and the City's water system.

b. CITY agrees to:

(1) Identify a connection point to the City Main that the UTNG may connect the Fire Line to.

(2) Inspect the Fire Line and installation, backfill, and all other areas for compliance to City codes and regulations.

(3) Provide water for fire suppression for the Field Maintenance Shop for fire suppression purposes only. This MOA does not allow for any culinary water use other than for fire suppression.

(4) Manually flush the Fire Line to prevent stagnant water build up. The City will notify the UTNG prior to flushing the line so UTNG maintenance personnel can be on site to observe; however, any City failure to provide notice prior to flushing the Fire Line shall not be considered a breach or default of this MOA.

(5) Not require a performance bond for the construction of the Fire Line.

(6) Own the Fire Line, including the flush valve.

(7) Consistent with the Tooele City Code, not require water rights for any water consumed through the Fire Line for fire suppression or Fire Line maintenance.

5. EFFECTIVE/TERMINATION DATE:

a. This MOA is effective upon signature of all parties.

b. Either party may terminate this MOA with 30 days advance written notice to the other party.

Termination of this MOA will require the UTNG to disconnect the Fire Line from the City Main.

Debra Winn
Mayor
Tooele City Corporation

Jefferson Burton
Major General
The Adjutant General—Utah National Guard

(Date)

(Date)

Approved as to form and content:

Fiscal Review:

State Judge Advocate

State Military Department of Utah

Approved as to form:

TOOELE CITY ATTEST:

Tooele City Attorney

Tooele City Recorder

TOOELE CITY CORPORATION

RESOLUTION 2018-04

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH SKM, INC. FOR MAINTENANCE SERVICES OF THE CITY'S MUNICIPAL CULINARY WATER AND WATER RECLAMATION SYSTEMS' SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM ("SCADA").

WHEREAS, Tooele City operates and provides municipal culinary water and water reclamation utility services to its residents; and,

WHEREAS, the technology that operates these systems through Supervisory Control and Data Acquisition Systems ("SCADA") are increasingly more automated, complex, and efficient; and,

WHEREAS, the technology for the operation of these systems continues to advance; and,

WHEREAS, Tooele City has invested in expanding and upgrading the facilities and infrastructure to provide greater municipal culinary water and water reclamation services; and,

WHEREAS, SKM, Inc. has been providing SCADA maintenance assistance to the City's water reclamation system on an as-needed and at-will basis for a prolonged period of time and by written agreement since calendar year 2015, and the City has been very satisfied with SKM's services; and,

WHEREAS, the City has identified a need to seek the continued maintenance services of SKM for the SCADA system operating the municipal culinary water system:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby authorizes the Mayor to sign the agreement (attached as Exhibit A) with SKM, Inc. for maintenance services of the City's municipal culinary water and water reclamation systems' Supervisory Control and Data Acquisition System ("SCADA").

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ___ day of _____, 2018.

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

SKM, INC. AGREEMENT

for

SCADA MAINTENANCE SERVICES

SCADA SYSTEM MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January, 2018, between TOOELE CITY CORPORATION, a Utah municipal corporation, 90 North Main Street, Tooele, UT 84074, (“City”), and SKM Inc., a Utah corporation, 533 West 2600 South, Suite 100, Bountiful, Utah 84010 (“Provider”, collectively the “Parties”).

PURPOSE: The City needs the services of the Provider, to provide maintenance services for its Supervisory Control and Data Acquisition System (“SCADA”), associated with the Tooele City Public Utilities Water and Water Reclamation Systems. The Provider submitted a Proposal, which is attached to this Agreement as Exhibit “B” and incorporated as a part of this Agreement. The scope of services is set forth in Exhibit’s “A” and “B” respectively. To the extent that this Agreement conflicts in any way with Exhibit’s “A” or “B”, this Agreement shall control. To the extent that there is a conflict in the terms of Exhibits “A” and “B”, Exhibit “A” shall control.

CONSIDERATION: Consideration for this Agreement includes the services, compensation, and mutual exchange of promises of the parties specified herein.

SPECIFIC PROVISIONS

1. **Term of Agreement.** This Agreement shall run from the date approved by resolution of the Tooele City Council until December 31, 2019, except as terminated earlier, extended, or renewed pursuant to the provisions herein.
2. **Services to be Performed.** The Provider shall use its best efforts to provide SCADA System Maintenance services as outlined in Exhibit’s “A” and “B”.
3. **Payment.** The City shall pay the Provider on an hourly basis for services that are reasonable and necessary. Any materials, parts, supplies and other miscellaneous costs that are reasonable and necessary, and required under this Agreement, shall be billed to the City by the Provider at the Provider’s cost. The City shall pay the Provider upon submission by the Provider of a detailed invoice for such services and such costs incurred. Each invoice for services shall set out in reasonable detail the work each individual employee of the Provider performed in hours and tenths, the date the work was performed, the name of the individual who performed the work, and his or her hourly rate according to the schedule set out in Exhibit “B”. The City shall make payment to the Provider within thirty (30) days of receiving an invoice, but not more frequently than once every thirty (30) days. The Provider shall be responsible for the payment of any and all taxes, including, but not limited to, federal, state, county or municipal. The City shall not withhold any taxes from the Provider’s fees as stated above, and the Provider agrees to be responsible for the same.
4. **Confidentiality.** The Provider shall maintain in strict confidence all information which it, its employees, agents or subcontractors obtains in the course of providing contract services, except information which the Provider is required to disclose by law, or which is of public record and which has been previously disclosed to third parties, or which the City’s authorized representatives otherwise tell the Provider may be disclosed.

5. **Independent Contractor.** The Parties agree that the Provider is an independent contractor and not an employee of the City, and that the Provider shall have no power or authority to bind the City, its representatives or agents.
6. **Parties Representatives.** For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given personally delivered or mailed, or sent by facsimile transmission, certified mail, postage pre-paid, to the parties at the following addresses:

Consultant: Mark Jeppsen, Provider's Representative, at the Provider's address set out first above;

Tooele City: Jim Bolser, City's Representative, at the City's address set out first above;

or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

7. **Indemnity.** The Provider agrees to indemnify, defend, and hold the City harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of the Provider, its agents, employees, or representatives, in the performance of duties under the Agreement.
8. **Insurance.** The Provider shall maintain during the life of the Agreement the following minimum insurance:
 - a. **Comprehensive general liability** insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
 - b. **Automobile bodily injury and property damage liability** insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
 - c. **Statutory Worker's compensation and employers' liability** insurance as required by state law.
 - d. **Professional liability** insurance with limits of not less than \$1,000,000.
9. **Assignment.** None of the services covered by this Agreement shall be subcontracted or assigned without the prior written approval of the City.
10. **Follow Laws, Ordinances.** The Provider's services hereunder shall conform in all details and designs with all applicable Federal, State and City laws, regulations and ordinances.
11. **Contract Termination.** The City shall have the right to terminate this Agreement at any time upon seven (7) days written notice by the City's Representative, in the event the services of the Provider, in the judgment of the City, are unsatisfactory; or because of the Provider's failure to perform the

services with diligence. The City shall also have the right to terminate this Agreement at any time and for any reason upon thirty (30) days written notice by the City's Representative. The Provider shall have the right to terminate this Agreement if the City materially breaches this Agreement through no fault of the Provider and the City neither cures such material breach nor makes reasonable progress toward cure within fifteen (15) days after the Provider's Representative has given written notice of the alleged breach to the City. In the event of termination, the Provider shall perform such additional work as is reasonably necessary for the orderly closing of the Work. The Provider shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work.

12. **Severability, Waiver.** If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the parties sign their names here on the first date set above.

SKM, INC.

Mark Jeppsen, Partner

TOOELE CITY CORPORATION

ATTEST

Debbie Winn, Mayor

By: _____
Michelle Y. Pitt, City Recorder

Approved as to Form:

Roger Evans Baker, City Attorney

EXHIBIT A – SCOPE OF SERVICES

PROJECT: SCADA System maintenance for the Tooele City Public Works, Water and Water Reclamation Systems.

BACKGROUND

The City has installed a SCADA System for monitoring and controlling its water and Water Reclamation facilities. The system utilizes PLC's, radios, operator interfaces and SCADA software and computers to incorporate a completely functional system. It has been deemed necessary to have an outside company to provide maintenance services on an as-needed basis.

SCOPE OF SERVICES

Perform work as determined by the City associated with maintaining the SCADA system by performing tasks such as upkeep, repair, programming, modification design, and system modifications as required during the term of services. In addition, provide on-call support when the need arises. For emergency situations, the selected company shall provide an initial assessment contact within one (1) hour, support remotely in no more than four (4) hours, and on-site in no more than eight (8) hours. The intent of the City is as follows:

- Select a company to perform SCADA system maintenance for a minimum of one year with the possibility to renew the contract for an additional time frame agreed upon by both parties.
- Negotiate a contract and set hourly rates and associated fees for ongoing maintenance and repair work. Rates may be adjusted as mutually agreed upon.
- The selected company will be the initial point of negotiation as the need arises. However, the City will reserve the right to negotiate with other companies if a contract cannot be successfully negotiated with the selected company.

EXHIBIT B – SKM INC. PROPOSAL

PROJECT PROPOSAL

DATE: October 31, 2014
TO: Jim Bolser, AICP
FROM: Mark Jeppsen
RE: Tooele City SCADA System Maintenance

SKM is pleased to provide this proposal to provide SCADA System Maintenance services for the Tooele City Water and Water Reclamation SCADA System. We feel SKM is capable and determined to provide the City the best possible maintenance services to meet the City's needs. We have become a premier provider of electrical, control, SCADA/Telemetry and instrumentation solutions in the Intermountain area. We feel that our large staff of control engineers and our overall experience will prove to be a valuable resource to the City when needed.

1. Assumed Criteria / Scope of Work

Per our correspondence with the City, SKM is providing this proposal based upon the following assumptions:

- The City and SKM will enter into a maintenance contract that is time and materials where SKM will perform services on an as-needed basis. These services include but are not limited to upkeep, repair, programming, modification design, system modifications and on-call technical support.
- Initially, SKM will have two or three of its control engineers visit the City for a day to become familiar with the SCADA system and the various sites and corresponding existing equipment.
- SKM will immediately set up and maintain a Dropbox, Google Drive, or similar account accessible to SKM and Tooele City for the purpose of storing an electronic copy of the programming, logic charts, settings, and all other system diagrams, files, and information for the entire water and water reclamation systems. SKM will update this information as conditions change and all contents shall be the sole property of Tooele City, including upon any termination or separation from SKM.

2. Project Organization and Administration

For this Maintenance Contract, Mark Jeppsen will oversee the administration of the work and will be the initial point of contact for work requests and billing/invoicing. For the actual SCADA system maintenance, SKM has the following well-qualified individuals who are capable of providing services if needed:

- Mark Taylor, EIT – Controls Engineer

- Mark Jeppsen, PE – Electrical and Controls Engineer
- Ammon Hardcastle, PE – Electrical and Controls Engineer
- Tovey Ashby – Controls Engineer
- Jeff Clayton – Controls Engineer
- Adam Russell – Controls Engineer
- Allen Rogers, PE – Electrical and Controls Engineer
- Ryan Pack, PE – Electrical and Controls Engineer
- Daniel Leavitt – Graphics Designer
- Justin Osborn, PE – Electrical Engineer
- Terry Roundy – Draftsman

I am planning on having Mark Taylor as the main point of contact. Mark Taylor lives in Farmington. I don't plan on using some of the employees listed above since their skills will not likely be needed for this type of work (Graphics Design, Electrical Engineer and Draftsman).

3. Rates and Billing Breakdown

This project will be performed on a time and materials basis. Invoices will be generated monthly and will show the employees who performed work, whether the work was performed for the water system or for the water reclamation facility system, the specific work that was performed, the number of hours they worked, and their hourly rate. Expenses will be billed at our cost. Mileage will be billed per the going IRS rates. Our hourly rates are as follows:

1. Professional Engineer - \$115/Hour
2. Controls Engineer - \$105/Hour
3. Graphics Designer - \$75/Hour
4. Draftsman - \$75/Hour
5. Clerical - \$35/Hour

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

Date: Wednesday, December 6, 2017
Time: 5:00 p.m.
Place: Tooele City Hall, Large Conference Room
90 North Main St., Tooele, Utah

City Council Members Present:

Debbie Winn
Steve Pruden
Scott Wardle
Brad Pratt
Dave McCall

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
Jami Carter, Librarian
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
Steve Pruden, Present
Scott Wardle, Present
Brad Pratt, Present
Dave McCall, Present

3. Discussion:

- Resolution 2017-47 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Discontinue the Collection of Fines for the Late Return of Library Materials
Presented by Jami Carter

Ms. Carter explained that she, the library board, staff, and the Mayor recommend that the City discontinue the collection and assessment of overdue fines at the library. Ms. Carter added that a lengthy recommendation was included in the Council packet. She indicated that she had met with the Council members individually about this proposal, and tried to combine their comments and perspectives in the creation of the recommendation. She felt overdue fines for the library were not accomplishing what they were originally created to do. Since it wasn't working, she wanted to replace that system with a mechanism that would get materials back in the library. She felt that they have found a new mechanism to get those items back in.

Chairwoman Winn thanked Ms. Carter for the work that was done on the proposal, for meeting with the Council members, and for looking out for the citizens.

Mayor Dunlavy stated that he talked quite a bit about this proposal with Ms. Carter. He felt it was an innovative program. He stated that Ms. Carter did her homework and a lot of research before she approached the Mayor. As they talked through it, he got a better idea of why this approach would be better. He felt it was worth trying. He believes it will be successful and supports it. He expressed appreciation to the Council for meeting with Ms. Carter.

Councilman Pratt expressed appreciation for the outside information and the research that was done. The current situation of collecting dues is detrimental and may drive people away. He felt it was a necessary thing to do, and that it would fix the problem. He said he was impressed to know that other libraries have done this and have been successful. He expressed appreciation of the willingness of what can be done to increase the use of the library instead of driving people away.

- Resolution 2017-41 A Resolution of the Tooele City Council Authorizing the Purchase of Property from Storage City, L.L.C. for the Extension of 1280 North Street
Presented by Roger Baker

Mr. Baker explained that on November 21st, he sent an email to the Council with a proposal for a revised contract for this resolution. The revisions to the proposal were based on a meeting with Doug White, the seller, who requested (or insisted), that he be allowed to use the property after the City purchased the property. Mr. White wants to continue to allow people to park their RVs and trailers on the property. Mr. Baker further explained that the property is 66 feet deep, which wouldn't allow for an entire trailer. The last time this proposal was discussed, Mr. Baker's recommendation at that time was not to incorporate a continued use element in the contract. He felt it was better to not allow people to do conduct business on City property. After the discussion, Mr. Baker found out that Mr. White's feelings were very strong on this issue.

Mr. Baker went on to say that he didn't object to Mr. White using the property as long as he signed an indemnification. He felt this would address the liability concerns. Mr. White offered an indemnification that said if any such liabilities arise, he would indemnify the City for those. Mr. Baker explained that indemnification was not just that Mr. White wouldn't sue the City, but also if someone else sued the City, Mr. White would have to pay for it. Mr. Baker said that he felt comfortable from a legal aspect, that the risks and benefits would be minimized by causing Mr. White to shoulder the responsibility and liability.

Mr. Baker said that he realized the concern of allowing a business owner to use City owned property for profit. However, he suggested reasons why the City should consider it:

1. The City gets to pay today's prices, rather than future prices which would be more;
2. The City is currently working with a willing seller - someone in the future may not be willing to sell, requiring a condemnation;
3. The City would be securing the right-of-way today. In the future, if the City doesn't acquire the right-of-way, that right-of-way could be sold to someone else or someone could put a building on it;
4. Having the property available for the development of the road would accommodate a developer's time frame for property to develop to the east. It could eliminate a development barrier.

Councilman Pruden asked if Mr. White indicated that he would scuttle the deal if the City said that he could not continue to use the property. Mr. Baker answered that he has not indicated that, but he did indicate that this is the deal he wants.

Councilman Wardle asked if the City would build the road, or if the developers would. Mr. Baker said that he didn't mean to suggest that the City would build the road, he just meant that the road would be built. Councilman Wardle asked if Mr. White would participate in the building of that road. Mr. Baker said that he would not. Mr. Baker explained that the law did not allow the City to exact property for a road unless that road directly impacted the adjacent property. Mr. Baker said that it would be a difficult argument because the City would be arguing against the property rights ombudsman. If, after the City bought the property, Mr. White built an access onto the road, the City could then charge him for building the road because he was impacting the road. If development happens to the east that could impact this road, then things would change, with the developers to the east possibly contributing to the cost of the road.

Councilman Wardle asked about the City's overall policy on indemnification. He said that businesses use City parks for for-profit business such as sports leagues, etc. Mr. Baker answered that the City requires, through the special events policy, a certificate of liability insurance. Mr. Baker stated that the ombudsman has told the City that we need to buy the right-of-way property. Mr. Baker said that he didn't want to argue the other side because he felt it was a losing argument.

Councilman Pruden said he didn't understand Mr. White's insistence of being able to use the property. It seemed odd. Mr. Baker said that the City would have to give him a year's notice to vacate the property and to make him move his fence.

Councilman Pratt asked if the property was utilized at all today. Mr. Baker said that it wasn't, but Mr. White planned to build new buildings and needs to move the RVs that are there.

Councilman Wardle asked if the City could legally allow a business to use City property without charging them money. Mr. Baker answered, yes. He said that he drafted the agreement to include the benefits to the City (see points 1-4 above). Councilman Wardle asked how important this road was. Mr. Bolser said it was a critical connection identified in the Master Transportation Plan. Mayor Dunlavy said that the reason that staff is approaching the Council on this matter is because it was similar to the fire station property. The City doesn't need the property right now, but will in the future. The Mayor said that you never know what will happen tomorrow. The City needs to lock up the property because there has to be another access to the property located to the east.

Councilman Wardle asked what the cost of that stretch of road was. Mr. Baker said that it was about 16,000 square feet. Mr. Hansen Paul estimated the cost of road at \$75,000 construction cost, plus survey, engineering, and construction management. Mayor Dunlavy clarified that the developer has to build the road, not the City. Councilman Pratt asked if the agreement for usage had a time frame. Mr. Baker answered that the agreement provided for a 90 day written notice from the City of the need to use the property. Mr. Baker added that Mr. White would be guaranteed use of the property for one year, after closing, and then at least 90 days. After the notice, Mr. White has to remove his fencing at his expense.

Councilman Pruden said that it bothered him that the City would be boxed in for a year before anything could be done with the property. Councilman Wardle said that when the City tried to kick someone off City property before, it cost the City a lot of money in a lawsuit. He asked if the indemnification helped protect the City. Mr. Baker answered that he drafted the agreement with that lawsuit in mind. Councilman Wardle asked if the one year time period was Mr. White's idea. Mr. Baker said he didn't recall. Councilman McCall asked if the agreement could be a month to month lease, instead of a year. The Mayor said that the City's intent should be that regardless of where the City is in one year, whether the road is ready to be built or not, the City should get Mr. White off the property. Councilman Wardle asked if the language should include that Mr. White can't sue the City. Councilman Pruden asked if the City could give Mr. White 15 months as an end date, but not extend it beyond that. Chairwoman Winn said that the City may be taking the chance that Mr. White will just say no to the end time, then the City may not be able to purchase the property after all.

Councilman Wardle said that he was concerned that Mr. White won't leave when asked. Mr. Baker felt that the agreement would cover and protect the City. Councilman Wardle added that he was concerned about that the possibility of being sued under this type of contract. Councilman Wardle said that it would be cheaper to buy this property in a year, than to fight him in court. Ms. Custer added that Mr. White has received his conditional use permit and site plan approval for the construction of the buildings. Ms. Custer guessed that Mr. White would start construction in the spring. Councilman Pruden asked if it would take longer than one year for him to finish the sheds. Ms. Custer answered that it possibly could. Mr. Baker said that he felt what got the City in to trouble with the Aposhian property, was a contract that automatically

renewed every year, and that the City said they would buy their sod when they left. Councilman Wardle again expressed concern. He added that he would prefer to give Mr. White an end date, and that if the City needed the property before that, the City give him 90 days' notice. Councilman Wardle said that he was concerned about a possible lawsuit. He said that whether or not the City is in the legal right, juries have not been in favor of the City in the past. He recommended 24 months as an end date.

Councilman Pruden asked if it would help to talk with Mr. White to ask him how much time he needed to build his buildings. Councilman Pruden said that the City has had people sue that the City never thought would. He doesn't want to go through another lawsuit. He would like an end date.

Councilman Pratt also felt it would benefit to talk to Mr. White to see how long he would like the agreement to be. Councilman Pruden said that it was a gamble that no one would want to develop it during that time. He added that even if someone wants to develop, the City would have the 90 day notification requirement. Chairwoman Winn said that the City could offer him the fact that the City won't do anything for a year, with an end date, and a 90 day notice. Councilman McCall asked if the City could verbally offer that Mr. White could move his vehicles to another City location if he needed to. Mr. Baker said that he would be happy to talk with Mr. White and then report to the Council. Councilman Wardle stated that the Council would table the resolution at tonight's business session.

Randy Sant joined the meeting at about 5:25.

- Resolution 2017-49 A Resolution of the Tooele City Council Authorizing the Sale of Property in the Tooele City Commercial Park to Christensen & Griffith and Approving a Real Estate Purchase Contract
Presented by Randy Sant

Mr. Sant said that the City received an offer on a piece of property that the City owns, west of Christensen and Griffith, and east of Syracuse Casting. The City, not the RDA, bought this property from the Tooele County Chamber of Commerce thinking that Syracuse Casting would expand. Christensen and Griffith would like to construct another building on this property. The property appraised at \$56,000 per acre, which would be \$109,293.00. Mr. Sant added that Mr. Baker has reviewed the real estate purchase contract. The City would sell the property as is. The only requirement of the City is to provide a title report. They would like to close between January 31 and February 15. Mr. Sant said that there are design restrictions in that area. Mr. Sant is working with Steve Griffith, who is representing the buyer.

4. Close Meeting to Discuss Litigation, Property Acquisition, and Personnel

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

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

The meeting closed at 5:43 p.m.

No minutes were taken on these items.

5. Adjourn

Councilman McCall moved to adjourn the meeting. 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 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 3rd day of January, 2018

Debra E. Winn, Tooele City Council Chair

**Tooele City Council
Business Meeting Minutes**

Date: Wednesday, December 6, 2017
Time: 7:00 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:

Steve Pruden
Brad Pratt
Dave McCall
Scott Wardle
Debbie Winn

City Employees Present:

Mayor Patrick Dunlavy
Jim Bolser, Community Development and Public Works Director
Chief Ron Kirby, Police Department
Glen Caldwell, Finance
Michelle Pitt, City Recorder
Lisa Carpenter, Deputy City Recorder
Paul Hansen, City Engineer
Heidi Peterson, Communities That Care Director
Randy Sant, Economic Development Consultant
Jami Carter, Library 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 Susan Callahan, Library Board Member

2. Roll Call

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

3. Resolution 2017-48 A Resolution of the Tooele City Council Consenting to the Mayor's Appointment of Rick Harrison as Tooele City Fire Chief

Presented by Mayor Patrick Dunlavy

Every two years the City has the opportunity to change fire chiefs. There have been some changes where the outgoing fire chief now becomes part of the administration department head. Mayor-elect Winn and Mayor Dunlavy interviewed Mr. Harrison and they both feel confident he will do an excellent job. If he is appointed the fire chief he'll be the sixth generation of fire chiefs in his family. Mayor Dunlavy formally presented Rick Harrison as the new Tooele City Fire Chief.

Chairwoman Winn asked the Council if they had any questions or concerns; there weren't any.

Councilman Pruden moved to approve Resolution 2017-48. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

Chairwoman Winn mentioned that they will do the swearing in of the new fire chief and first and second assistant at the next City Council meeting on Jan 3rd, 2018 at 7 p.m.

4. Tooele Applied Technology College (TATC) 2018 Student of the Year

Presented by Scott Snelson, President of the Tooele Technical College

Allie Palmer is originally from Tooele and attended Tooele High School. She has a unique story.

Ms. Palmer gave a brief presentation on her path towards the TTC. Between the ages of six and fourteen she dreamed of being a fashion designer. She realized in high school that she wanted to be a pediatrician instead. She graduated as the valedictorian of her high school class. She decided to major at the University of Utah Business Administration and Biology, with a minor in Chemistry and Pediatric Clinical Research.

During the Summer after her freshman year of college she was realized she was not getting 1:1 in person interaction at the University. She decided to pursue a medical assistant certification. She'd heard about Tooele Tech and decided on the school for three reasons: they offer courses that students can take at their own pace, they have extremely affordable rates, and the teachers are practiced and well-versed in their fields.

She enrolled in early August of this year. She has learned a wide variety of skills such as how to administer CPR, how to draw blood, how to help patients, and how to communicate more effectively. She has been able to meet other motivated individuals who are interested in the medical field and learn from their experiences.

After she graduates she'll be able to attain employment in the medical field and begin her lifelong dream of helping to heal others. She'll be one step closer to her dream of being a pediatrician. When she does become a pediatrician she believes that having that experience as a medical

assistant will give her more empathy for those she works with. She will be forever grateful to the Tooele Technical College for the personal and dedicated education they have afforded her.

President Snelson wanted to provide an exit report as he is retiring from the College. He mentioned that the TTC would not be in existence if it weren't for the support of Mayor Dunlavy and the City Council. They had a shared vision for training to provide a workforce and economic development for employers.

After the College was established to serve Tooele County in 2009 they went to work to organize an amazing and dedicated board of directors, 10 of which are local employers, with one being from Utah State University and one being from the Tooele County School District. They have established partnerships with legislators and become education partners with Utah State University and the Tooele School District.

With the Mayor and Council's support they were able to attain funding through the legislature for their state-of-the-art, 74,000 square foot building. They have a healthy budget that offers 27 different programs, soon to be 30 programs beginning in January 2018. They are dedicated to meet the needs of local employers. They have experienced, talented, dedicated, caring, and friendly faculty and staff.

They have purchased five acres of property for the future business resource center building. They have a learning center, placement center, assessment center, media center, and an affordable café. They have received national accreditation from The Council on Occupational Education twice. They have also received national accreditation from ACEN for their nursing program. With all of those accreditations they have had zero findings with several commendations.

They enjoy clean financial audits with a healthy financial reserve. They also have the ability to offer federal financial aid and numerous scholarships. They began with a 900,000 budget and 13 staff members in 2010. Now they have a budget of over five million dollars and employ 56 faculty and staff. They have served 3,220 students, accumulating nearly a million membership hours, and awarding 1,173 certificates. They have averaged a 76% completion rate and 90% placement rate with a 95% licensure exam passage rate.

The Institution is prepared and poised to welcome for a new vision to take the college to new heights.

Mayor Dunlavy expressed his appreciation to President Snelson for his leadership in making the TTC a great success.

5. Presentation of Audit for Fiscal Year 2016/2017

Presented by WSRP Certified Public Accountants

Brandon Keyes, a senior manager with WSRP, gave the Council and Mayor the current draft of the financials. They have until the end of the month to complete the review of the audit. He expressed

his appreciation to Glenn Caldwell and Shannon Wimmer with the finance department of Tooele City for their hard work in assisting them with the audit.

On page three of the audit it indicates that it's the auditor's opinion that they are responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements. The auditor's job is to give reasonable assurance that the financials Tooele City presented to them are reasonably correct. The financial statements present fairly in all material respects.

On page four WSRP discusses the supplemental information and some of the reports they give. Part of his requirements as an auditor is to present key information to the City Council. Page 16 is called the Statement of Net Position. This is the balance sheet of Tooele City. On June 30, 2017 this is what the City had on their books including their assets, liabilities, and net position. The City has an unrestricted equity of negative 4,190,000 that is at a loss position. This is due to the settlements and legal expenses that have been incurred that have brought the City to a negative fund position.

There is a change in net position on another page indicating a 2.3 million loss from governmental activities. This indicates that the expenditures incurred were higher than the revenues collected.

Further in the report it details another loss of \$800,000, indicating that the loss exceeds the revenues. Mr. Keyes did not specify what this loss was.

On page 78 it states that it is the opinion of WSRP Certified Public Accountants that there are no internal control matters that need to be communicated to the City Council. On page 80 it indicates if there are any errors by the City that need to be reported. Mr. Keyes explained that the state auditor's office doesn't care if an error is \$5 or \$500,000; any error of any amount has to be reported. The public treasurer's bond was short about \$100,000. WSRP feels it's a quick fix on their behalf. To have just one error is remarkable for a city.

Mr. Keyes asked the Council and Mayor if they had any questions; there weren't any.

Chairwoman Winn expressed her appreciation to Mr. Keyes for all of their hard work on the audit.

6. Mayor's Youth Recognition Awards

Presented by Mayor Dunlavy, Heidi Peterson, and Chief Ron Kirby

Mayor Dunlavy welcomed visitors for the Mayor's Youth Awards and introduced Tooele City Police Chief Ron Kirby and thanked him for his collaboration. Ms. Peterson highlighted Communities That Care Programs including Second Step, QPR, and Guiding Good Choices.

Ms. Peterson, Chief Kirby, and the Mayor then presented the Mayor's Youth Recognition Awards to the following students:

- Bryce Muli
- Damien Perez
- Owen Lorton
- Sierra Perry
- Amilla Shinkle
- Taylor Flake
- Dustin VanWagoner

Ms. Peterson presented an award to Mayor Dunlavy to pay tribute to him for the wonderful work he has done for the community. She stated that Mayor Patrick Dunlavy exemplifies the true meaning of what it is to be a public servant. As an employee of Tooele City for 50 years he worked for the police department, beginning in dispatch and advancing through the ranks as sergeant and lieutenant. He then served as the Parks and Recreation Director and later worked as the City Recorder. He has served as the Mayor for the last 12 years.

She stated that as Mayor he has kept the City financially stable through substantial economic downturns. He is loved by city employees and admired for his wisdom, humility, and consistent ability to listen, to discern, and to lead. Because he places such high values on our community's youth and families Mayor Dunlavy has shown unprecedented leadership in supporting efforts to bring a cutting-edge and evidence-based model for community prevention to Tooele.

The Communities That Care program was originally brought to the community as a grant from the University of Washington. This model uses local data to prioritize risk factors in the community. Programming is then put in place to help buffer against potential problems such as juvenile delinquency and drug use. When the grant ended it was clear that the model was having positive results. Because of the Mayor's foresight and values, he and the City Council decided to adopt the program and invest in the results that were apparent and promising.

According to the most recent SHARP survey that was administered this past Spring, the number of students in grades 6-12 who reported trying alcohol in their lifetimes reported went from 47% in 1998 to 18% in 2017. Cigarette use among those same students in that same time period fell from 40% to 9.8%. Over 1500 youth have been recognized as part of the Mayor's Youth Recognition awards for the past 12 years.

Hundreds of families have been trained in Guiding Good Choices and over 4500 people have been QPR certified-trained to recognize the warning signs of suicide. Additionally, the CDC has reported an increase in youth suicide rates in the state of Utah by 141% in recent years, however, Tooele's rates are going down. Last year Tooele was the only county in the State to see a decrease in suicidality and depressive symptoms amongst students in grades 6-12. Tooele has become known as a flagship community for other cities and towns wanting to make positive improvements in the lives of their youth and families.

Ms. Peterson stated that Craig PoVey, state administrator for prevention at the Utah Division of Substance Abuse and Mental Health, has stated that he's presented hundreds of times in Utah and

across the nation on how to establish evidence-based programs in communities. He has come to use the term "The Tooele Model" to describe what happens when a Mayor is committed to doing good, effective substance abuse, mental illness, and suicide-prevention work. In 2015 Mr. PoVey had the opportunity and invitation to travel to Washington D.C. where he was able to share with the National Academy of Sciences the Tooele prevention success story.

Ms. Peterson concluded by mentioning that Mayor Dunlavy has been married to his wife Pam for 51 years. They have four children, 12 grandchildren, with one more on the way. In his spare time he enjoys watching Gunsmoke episodes and spending time with his family.

Mayor Dunlavy expressed that it's never been about him, it's always been about the community and its families. He expressed his appreciation for the recognition given to him, but stated that the success of the programs is what's the most important thing to him. He expressed appreciation to Ms. Peterson and all that her department does to help the community. He also expressed his appreciation to the parents, grandparents, and all other individuals who support the fine students that were recognized as part of the Mayor's Youth Recognition awards.

Chairwoman Winn presented to Mayor Winn a plaque expressing their appreciation to the Mayor for his 50 years to service to Tooele City. She told him that he'd be missed and expressed to him best wishes for an enjoyable retirement.

Councilman Wardle expressed appreciation to the Mayor for all he has done for the Community. He presented a bouquet of flowers to the Mayor's wife, Pam Dunlavy, and thanked her for all of her sacrifices and support.

Councilman Pratt stated that he's known Mayor Dunlavy his entire life. He expressed his appreciation to the Mayor for his service. Mayor Dunlavy has a plaque on his wall that says, "Tooele City, the Greatest City in Utah!" Councilman Pratt stated that Mayor Dunlavy made the City the greatest city in the State because of his wonderful service. When Mayor Dunlavy began as a police officer there were around 6,000 people living in the City; now there are around 35,000 people living in the City. Councilman Pratt stated that it's been an honor to serve with him.

Councilman McCall stated that leadership is something that not everyone possesses. True leadership comes from the heart. He stated that true leadership is when you put yourself out there knowing that everything falls on you. He mentioned that Mayor Dunlavy led the City through some difficult times and thought outside of the box to help the City succeed through those hard times. He wished the Mayor and his wife all the best.

Councilman Pruden stated that he's learned in the past 14 years as a City Councilman that there are a lot of things that go on that most of the citizens are unaware of. He stated that Mayor Dunlavy has handled all of the situations with which the City has faced with a great amount of grace and experience. Mayor Dunlavy's staff is very seasoned which is a great compliment to him. There is very little turnover within the City Staff and that is due to the great leadership from Mayor Dunlavy. He expressed his love and appreciation to the Mayor for all of his service to the Community.

Mayor Dunlavy stated that he didn't deserve any of the recognition but that he is extremely grateful for the opportunity he's had to work for Tooele City and work with some of the greatest people in the world. He stated that the citizens are well-represented in Tooele. He expressed his appreciation to the City Council for their support in the past 12 years that he's been mayor. He said that the beautiful thing about this is that it's not about him, or the Council; the staff just wants to work hard and do a good job and they are very good at what they do. Mayor Dunlavy expressed his appreciation to the City Staff for all they do. He said that it's been a great honor to be able to serve in Tooele. He stated that he's spent his entire life in Tooele and been fortunate to have met some wonderful people.

Mayor Dunlavy expressed his appreciation to his wife who is his best friend, as well as his family that brings him so much joy. He stated how proud he is of his family. He looks forward to spending more time with them in his retirement.

7. Public Comment Period

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

8. Recess to RDA Meeting

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

The City Council meeting adjourned to the RDA meeting at 8:15 p.m.

9. Reconvene City Council

The City Council meeting reconvened at 8:31 p.m.

10. Resolution 2017-47 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Discontinue the Collection of Fines for the Late Return of Library Materials

Presented by Jami Carter

There was a three-page recommendation that Ms. Carter already submitted to the Council. It's been found through analysis of data that while the original intent with assessing fines was to get items returned, they are finding that the assessment of fines has been ineffective. They do have

items returned but the side effect of those items being returned late is that it becomes a large barrier to lower income and larger families when it comes to assessment of those fines. Ms. Carter stated that she feels that removing the fines will bring more individuals back into the library. She read many reports and studies about libraries who have removed late fines and how the communities have reaped the benefits of their renewed access to the library through the removal of those fines.

Although it's logical to have late fees, Ms. Carter also looked at that data of the 14,000-15,000 library cardholders in Tooele. She realized that every cardholder in the community has a story and that it's important for her to do everything she can to make sure they have access to the library.

Ms. Carter has a copy of the picture book, "Chicka Chicka 1,2,3" that a little girl had brought back to the library; the book had been loved so much that the little girl had used her princess band-aids to repair the book. She keeps it as a reminder that the library needs to serve the individual.

Ms. Carter expressed how close this issue is to her heart and how appreciative she is to the Council and Mayor for backing this recommendation and resolution.

Ms. Carter asked the Council if they had any questions or concerns; there weren't any.

Councilman Pruden stated that though the Council may not understand all of the reasons why the library has decided to take this route, that it's a compliment to Ms. Carter that they trust her and her decisions. He encouraged residents to take advantage of the wonderful things offered at the library.

Councilman McCall stated that he's had the opportunity to see that book with the princess band-aids and it's a wonderful thing.

Chairwoman Winn stated that the success of the library is attributed to Ms. Carter and her staff. She expressed her appreciation for their love and concern for the Community.

Councilman Pratt expressed that as he discussed this resolution and the results of going this way and what it could mean, he could see that Ms. Carter's motivation is only for the good of the City to bring more individuals into the library. He mentioned that the Mayor has surrounded himself with great staff.

Councilman Wardle expressed his appreciation to the board members who support the library.

Councilman McCall moved to approve Resolution 2017-47. Councilman Pratt seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

11. Resolution 2017-41 A Resolution of the Tooele City Council Authorizing the Purchase of Property from Storage City, L.L.C. for the Extension of 1280 North Street

Councilman Wardle moved to table Resolution 2017-41. Councilman Pratt seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

12. Ordinance 2017-29 An Ordinance Adopting the 1000 North Retail Community Reinvestment Project Area Plan, as Approved by the Redevelopment Agency of Tooele City, Utah, as the Official Community Reinvestment Project Area Plan for the Project Area, and Directing that Notice of the Adoption be Given as Required by Statute

Presented by Randy Sant

It is required by state statute that any redevelopment plan that is adopted by resolution by the Redevelopment Agency comes back to the City Council for their approval by ordinance. They are proposing that they adopt the redevelopment plan for 1000 North as the official redevelopment plan for the City; this allows the City to move forward and carry out the plan that has been outlined.

This ordinance would adopt the 1000 North Retail plan as discussed in the RDA meeting.

Chairwoman Winn asked the Council if they had any questions or concerns; there weren't any.

Councilman Pratt moved to approve Ordinance 2017-29. Councilman Pruden seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

13. Ordinance 2017-30 An Ordinance Adopting the 1000 North West Industrial Community Reinvestment Project Area Plan, as Approved by the Redevelopment Agency of Tooele City, as the Official Community Reinvestment Project Area Plan for the Project Area, and Directing that Notice of the Adoption be Given as Required by Statute

Presented by Randy Sant

This ordinance is the official act by the City Council to adopt the plan that was passed by the RDA for the 1000 North West Industrial Community.

Chairwoman Winn asked the Council if they had any questions or concerns; there weren't any.

Councilman Wardle moved to approve Ordinance 2017-30. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye,"

Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

14. Ordinance 2017-31 An Ordinance Adopting the Tooele Business Park Community Reinvestment Project Area Plan, as Approved by the Redevelopment Agency of Tooele City, as the Official Community Reinvestment Project Area Plan for the Project Area, and Directing that Notice of the Adoption be Given as Required by Statute

Presented by Randy Sant

This is an ordinance to officially adopt the Tooele Plan for the Tooele Business Park Community Reinvestment area as was recommended by the RDA and forwarded to the Council for their approval.

Chairwoman Winn asked the Council if they had any questions or concerns; there weren't any.

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

15. Resolution 2017-49 A Resolution of the Tooele City Council Authorizing the Sale of Property in the Tooele City Commercial Park to Christensen & Griffith and Approving a Real Estate Purchase Contract

Presented by Randy Sant

The City has received an offer to purchase a piece of property that is just west of the existing location of Christensen & Griffith. This property is approximately 1.93 acres of ground that is located in the Tooele Commercial Business Park. It was originally purchased many years ago from the Chamber of Commerce with the intent that they would use it to help an existing business, Syracuse Casting, but they chose not to expand their business. This property has been available for some time. The offer price is \$109,263.00 as outlined in the purchase contract. That price is based upon an appraisal that was completed for the commercial park valuing the land at \$56,000/acre. The city attorney has reviewed the purchase contract and has no concerns with it.

Chairwoman Winn asked the Council if they had any questions or concerns; there weren't any.

Councilman Pruden moved to approve Resolution 2017-49. Councilman Pratt seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

16. Mayor's Comments

Mayor wanted to express his appreciation to Mr. Sant for all of his work on behalf of the City. He also expressed his appreciation to the City Staff and said he'd be cheering them on.

17. Minutes

Chairwoman Winn asked the Council if they had any questions or concerns; there weren't any.

Councilman McCall moved to approve the minutes from the City Council Meeting dated November 15, 2017. Councilman Pruden seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

18. Invoices

Presented by Michelle Pitt

An invoice for \$28,444.74 for 486 ninety-five gallon garbage cans and the freight for those garbage cans to the Rehrig Pacific Company was presented.

Councilman Wardle asked if that meant that there were more residents moving into the community. Ms. Pitt responded in the affirmative. In addition, some of the existing cans have to be replaced.

Councilman Pruden moved to approve the invoice. 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.

Chairwoman Winn expressed her appreciation to be able to serve on the Council and thanked the Councilmen for the opportunity to serve as Chair of the Council this year.

19. Adjourn

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

The meeting adjourned at 8:50 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 3rd day of January, 2018

Debra Winn, Tooele City Council Chair

DRAFT



4625 Lake Park Blvd.
Salt Lake City, Utah 84120
801.902.1200

Invoice

Page 1/1
Invoice 37492
Date 12/22/2017

Bill To: Tooele Police Department
Jason Potter
323 North Main Street
Tooele UT 84074-1652

Ship To: Tooele Police Department
Jason Potter
323 North Main Street
Tooele UT 84074-1652

Project #	Customer ID	Salesperson ID	PO Number	Payment Terms	Req Ship Date	Master No.	
8979	UTTOOPD			Net 30	12/22/2017	33,344	
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	SPILLMAN SOFTWARE	Payment 2 of 5 - 1 Year After Go Live	\$0.00	\$40,063.00	\$40,063.00

Subtotal \$40,063.00
Misc \$0.00
Tax \$0.00

A service charge of 1 1/2% per month will be charged on all past due amounts. Any issues disputing the timing or amount of any items on this invoice must be brought to the attention of Spillman Technologies within 20 days of the date of this invoice to avoid related service charge.

Total \$40,063.00

VENDOR # 08699

P.O. # _____

DEPT. # 10-4211-486004 + 10-4211-482006

DATE 12/28/17

AMOUNT \$15,236.90 + \$24,826.10

SIGNATURE _____

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2018-01

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (“RDA”) ESTABLISHING ITS PUBLIC MEETING SCHEDULE FOR CALENDAR YEAR 2018.

WHEREAS, Utah Code §52-4-202(2) requires public bodies to provide public notice of its annual meeting schedule:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the regular public meetings of the Redevelopment Agency of Tooele City, Utah, for calendar year 2018 shall be held at Tooele City Hall, 90 North Main Street, Tooele, Utah at 7:00 p.m., according to the following schedule:

- January 3 & 10
- February 7 & 21
- March 7 & 21
- April 4 & 18
- May 2 & 16
- June 6 & 20
- July 18
- August 1 & 15
- September 5 & 19
- October 3 & 17
- November 7 & 21
- December 5 & 19

Any scheduled meeting may be cancelled for lack of a substantive agenda or for other reason given by the RDA Board. The RDA Board may convene additional public meetings as the Board deems necessary.

This Resolution shall take effect immediately upon approval.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment Agency of Tooele City, Utah, this ____ day of _____, 2018.

TOOELE CITY RDA

(For)

(Against)

ABSTAINING: _____

RDA CHAIRMAN

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, RDA Secretary

S E A L

Approved as to Form:

Roger Baker, RDA Attorney

Tooele City Redevelopment Agency of Tooele City, Utah
Business Meeting Minutes

Date: Wednesday, December 6, 2017
Time: 8:15 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:

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

City Employees Present:

Mayor Patrick Dunlavy
Jim Bolser, Community Development and Public Works Director
Chief Ron Kirby, Police Department
Glen Caldwell, Finance
Michelle Pitt, City Recorder
Lisa Carpenter, Deputy City Recorder
Paul Hansen, City Engineer
Randy Sant, Economic Development Consultant

Minutes prepared by Amanda Graf

Chairman Pratt called the meeting to order at 8:15 p.m.

1. Open RDA Meeting

The meeting was called to order by Chairman Pratt.

2. Public Hearing to Consider Adoption of the Community Reinvestment Plan for the 1000 North Retail Community Reinvestment Project Area

Presented by Randy Sant

On October 18, 2017, the public hearing for this project was initiated. Based on a request for more information from the Tooele School District, a recommendation was made to continue the public hearing. Since that initial public hearing, they have had an opportunity to meet with the School District, answer their questions, and present the information that they requested.

This particular project area is property that is owned by the RDA on 1000 North adjacent to the Wendy's and directly north of the Denny's on Main Street in Tooele. They have been diligently working on

turning this into a commercial development to bring in some retailers that would be beneficial to the community, including clothing stores, restaurants, etc.

This project area has a budget; when the RDA adopts the plan for this project they will be adopting the budget for it as well. They are anticipating that as the project area is developed they will see approximately 46 million dollars in new assessed value. The 46 million dollars will produce enough tax increment over time that they are requesting the taxing entities participate with 60% of the tax increment that comes from the commercial development; however, the taxing entities will be able to retain 100% of the tax increment that comes from the residential development. The 60/40% tax participation means that money would be used for about 13 years in order to get the amount of money the RDA is requesting, which is capped at 2.5 million dollars. That tax increment will then be used to assist with the costs associated with this project area including the sale of the property.

The plan has been put together in accordance with the Utah State Statute which dictates the rules for redevelopment areas.

Chairman Pratt asked the RDA if they had any questions or concerns; there weren't any.

Chairman Pratt opened the public hearing to discuss the land located at 1000 North and Main Street; there weren't any comments. Chairman Pratt closed the public hearing.

3. Public Hearing to Consider Adoption of the Community Reinvestment Plan for the 1000 North West Industrial Community Reinvestment Project Area

Presented by Randy Sant

This is a continuation of a public hearing that took place on October 18, 2017. This area is located on the west end of 1000 North. The map displayed at the meeting had a small error; it showed State Road 36 but the road that should be indicated on the map is State Road 112.

This property is near the Bolinder property and also includes 213 acres of land near the Overlake community. They are looking at future industrial development for this area given its adjacent location to SR 112 and 1000 North. This area has two property owners involved: Tooele Associates and the Bolinder property. There is no budget on this project area but they want to get the project area created so they can move forward with development as it occurs.

The owner of area A as indicated on the map shown at the meeting has been willing to install the public improvements at his cost with the understanding that when the area is developed the RDA will be able to help reimburse him for those costs. When the RDA adopts the plan for this area they are not adopting the budget; they are only adopting the plan so this project area can be created.

Chairman Pratt asked the RDA if they had any questions or concerns; there weren't any.

Chairman Pratt opened the public hearing to discuss the land located at 1000 North West Industrial Community; there weren't any comments. Chairman Pratt closed the public hearing.

4. **Public Hearing to Consider Adoption of the Community Reinvestment Plan for the Tooele Business Park Community Reinvestment Project Area**

Presented by Randy Sant

This is a continuation of a public hearing that was held on October 18, 2017. This property is currently owned by the RDA and includes most of the property to the south of the Tooele Technical College and the USU campus. This is a great opportunity to further economic development and find businesses that can utilize the close proximity to the TTC and USU. This is being identified as a high-tech business park. This property is currently up for sale and they are hopeful they can sell it to a company that can build something that will make great use of those education corridors.

This project area does not have a budget; the resolution they will be adopting will be on the project area itself, not on the budget for the area. When this property and the property described in agenda item number three are ready to be developed Mr. Sant will present the RDA with a budget for these projects. These projects will be presented to all taxing entities involved for their input.

Chairman Pratt asked the RDA if they had any questions or concerns; there weren't any.

Chairman Pratt opened the public hearing to discuss the land located at the Tooele Business Park Community; there weren't any comments. Chairman Pratt closed the public hearing.

5. **RDA Resolution 2017-08 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Adopting an Official Project Area Plan for 1000 North Retail Community Reinvestment Project Area**

Presented by Randy Sant

This resolution outlines that the plan that has been prepared becomes the official plan and that it includes the area that has been identified in the map that was displayed at the RDA meeting. Once it has been approved by the RDA it will then be forwarded to the City Council for approval by ordinance.

Chairman Pratt asked the RDA if they had any questions or concerns; there weren't any.

Councilman Pruden moved to adopt RDA Resolution 2017-08. Councilman Wardle seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Wardle, "Aye," and Chairman Pratt, "Aye." The motion passed.

6. **RDA Resolution 2017-09 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Adopting an Official Project Area Plan for 1000 North West Industrial Community Reinvestment Project Area**

Presented by Randy Sant

This resolution would adopt the plan as well as the exhibit that was identified that needs to be corrected in agenda item number three. This plan meets all requirements of the state statute that governs RDA project areas.

Chairman Pratt asked the RDA if they had any questions or concerns; there weren't any.

Councilman Wardle moved to adopt RDA Resolution 2017-09, a resolution of the Redevelopment Agency of Tooele City adopting the official project area plan for 1000 North West Industrial Community Reinvestment Project Area with the understanding that exhibit B will be replaced with a new exhibit that will show that it will be State Road 112 and not State Road 36. Councilwoman Winn seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Wardle, "Aye," and Chairman Pratt, "Aye." The motion passed.

7. RDA Resolution 2017-10 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Adopting an Official Project Area Plan for Tooele Business Park Community Reinvestment Project Area

Presented by Randy Sant

This is the resolution that will officially adopt the plan and make it an official plan for the community reinvestment area. The resolution meets all of the requirements outlined under state statute for the adoption of the plan.

Chairman Pratt asked the RDA if they had any questions or concerns; there weren't any.

Councilwoman Winn moved to adopt RDA Resolution 2017-10, a Resolution of the Redevelopment Agency of Tooele City, Utah adopting an official project area plan for Tooele Business Park Community Reinvestment Project Area. Councilman Pruden seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Wardle, "Aye," and Chairman Pratt, "Aye." The motion passed.

Chairman Pratt expressed his appreciation to Mr. Sant for all of his hard work on these projects.

8. Other Business

Presented by Randy Sant

The item Mr. Sant was going to discuss with the RDA is on the City Council agenda so there is no need to discuss it in the RDA meeting.

9. Minutes

Chairman Pratt asked the RDA if they had any questions or concerns; there weren't any.

Councilman McCall moved to approve the minutes from the RDA meeting dated October 18, 2017.

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

10. Adjourn RDA

Councilman Pruden moved to adjourn the RDA meeting. Councilman McCall seconded the motion.

The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

The RDA meeting adjourned at 8:30 p.m.

11. Reconvene City Council

Councilman Wardle moved to reconvene the City Council meeting. Councilman Wardle seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

The City Council Meeting was reconvened at 8:31 p.m.

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

Approved this 3rd day of January, 2018

Brad Pratt, RDA Chair