

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council and the Redevelopment Agency (RDA) of Tooele City will meet in a Work Meeting, on Wednesday, February 21, 2024, at 5:30 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecitey.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecitey.gov.

*We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecitey> or by going to YouTube.com and searching "Tooele City Channel".*

AGENDA

1. **Open City Council Meeting**
2. **Roll Call**
3. **Mayor's Report**
4. **Council Members' Report**
5. **Discussion Items**
 - a. **J. Fisher Companies Development Concept**
Presented by Roger Baker, City Attorney
 - b. **Proposed Amendment to the Tooele City Fee Schedule for the Tooele City Fire Department for Fire Inspections and Permits**
Presented by Nick Wall, Tooele City Fire Marshal
 - c. **Proposed Amendment to the Tooele City Fee Schedule for the Oquirrh Hills Golf Course**
Presented by Darwin Cook, Parks and Recreation Director
 - d. **Proposed Amendments to Tooele City Code 7-1-5; Definitions, Regarding the Addition of Lithium-Ion Batteries to the Definition of Hazardous Materials Storage**
Presented by Andrew Aagard, Community Development Director
 - e. **Gleneagles Settlement Agreement-Bach Homes Request**
Presented by Roger Baker, City Attorney
 - f. **Resolution 2024-18 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2023-2024**
Presented by Shannon Wimmer, Finance Director
6. **Closed Meeting**
~ Litigation, Property Acquisition, and/or Personnel
7. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations should notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2111 or Michellep@Tooelecitey.gov, prior to the meeting.



Missing Middle Housing is a range of house-scale buildings with multiple units —compatible in scale and form with detached single-family homes—located in a walkable neighborhood.





Fire Permit & Fee Schedule Explanation

The fire permit and fee schedule serves as a vital component of urban safety infrastructure, playing a pivotal role in safeguarding firefighter safety, ensuring public security, promoting the self-sufficiency of city businesses, bolstering the general fund, holding businesses accountable for their risks, and fostering a culture of equitable contribution to community well-being.

First and foremost, firefighter safety stands as a cornerstone of the fire permit system. By requiring businesses to adhere to specific safety standards, undergo regular inspections, and implement fire prevention measures, the permit system mitigates the risks that firefighters face when responding to emergencies. It will provide vital information to the fire department that can be put into the department's response software as a pre-plan for these businesses. From hazardous materials handling protocols to building code compliance, these requirements reduce the likelihood of life-threatening situations and enhance the effectiveness of firefighting operations. It will serve as a tool to remove the guesswork from fire operations and allow for more educated tactics when responding to these businesses for emergencies.

Furthermore, the fire permit system contributes significantly to public safety by minimizing the potential for large-scale disasters. Through stringent regulations and proactive enforcement, authorities can identify and address fire hazards before they escalate into emergencies. This proactive approach not only protects lives and property but also fosters a sense of security within the community, reassuring residents and businesses alike that measures are in place to mitigate the impact of fires and other emergencies.

The self-sufficiency of city businesses is another critical aspect addressed by the fire permit and fee schedule. By requiring businesses to pay fees commensurate with their level of risk, the system ensures that each enterprise bears the financial responsibility associated with its operations. This principle of self-sufficiency encourages businesses to invest in fire prevention measures, emergency preparedness, and risk mitigation strategies, ultimately reducing the financial burden placed on the general public and promoting resilience within the business community.

Moreover, the revenue generated from fire permit fees contributes to the fire department's general fund, providing essential funding for the Tooele City Fire Department. These funds support critical initiatives such as firefighter training, equipment upgrades, public education campaigns, and community outreach efforts that promote fire safety, and a fire safety compliance inspection program. By investing in these resources, the Tooele City Fire Department can enhance its capacity to respond effectively to emergencies and protect the welfare of the citizens. Firefighter safety will be bolstered through educated preparedness based on the information gathered through the fire permit and fee schedule.

Accountability is another key tenet of the fire permit system, ensuring that businesses are held accountable for the risks they pose to the community. By requiring businesses to obtain permits, undergo inspections, and comply with fire code regulations, the Tooele City Fire Prevention Division can monitor and enforce adherence to safety standards. This accountability fosters a culture of responsibility among businesses, encouraging them to prioritize safety and take proactive measures to mitigate risks and protect their interests and those of the broader community.

Finally, the importance of each business paying for its risks cannot be overstated. By internalizing the costs associated with fire prevention, emergency response, and potential liability, businesses are incentivized to invest in measures that reduce their risk exposure and enhance their ability to withstand emergencies. This principle of risk-based pricing ensures that businesses bear the financial consequences of their decisions and actions, promoting fairness, transparency, and sustainability within the business ecosystem of Tooele City.

In summary, the fire permit and fee schedule play a multifaceted role in promoting firefighter safety, public security, business self-sufficiency, accountability, and fiscal responsibility. By aligning the interests of businesses, government agencies, and the public, these systems contribute to the resilience, sustainability, and well-being of Tooele City, serving as essential pillars of modern urban governance and safety infrastructure. The fire permit and fee schedule will further strengthen the fire prevention initiatives of the Tooele City Fire Department and will play a vital role in minimizing the fire risks and call volume for Tooele City.

FY 2024 Proposed Fire Fee Schedule	Proposed Fee Amount
Fire Department Fees	
** At the discretion of the Chief or designee, any or all fire protection system plans may be sent to an independent 3rd party fire protection engineering consultant of the Chief or designees choosing for review and/or consultation. An administrative fee will be assessed on all plans to include site, building plan, or plan review. Any 3rd party review will incur additional expenses and must be paid before any inspections will occur or occupancy of premises will be allowed.	
GRAMA Requests (Fire Related)	
As per UCA 63G-2-202, the cost of staff time after the first 15 minutes for compiling, formatting, manipulating, packaging, summarizing, tailoring a record or other direct administrative costs as determined by the City Manager. NOTE: The city will not copy to personal thumb drives.	

Commercial Fire Safety Inspections	Proposed Fee Amount
Fire inspections associated with Business Licenses (unless specifically identified below)	\$40
3rd and subsequent fire inspections. Fine is to follow a written warning	\$500
Specific Assessments for Fire Inspections	
Assembly: A-1 and A-2	
Commercial Daycare/Preschool	\$60
Residential Daycare/Preschool	\$50
Nursing Homes/Assisted Living	\$90
Hospitals	\$200
State Licensed Healthcare Facilities	
0 - 3,000 sq. feet	\$70
3,001 - 6,000 sq. feet	\$140
6,001 - 10,000 sq. feet	\$210
10,001 sq feet or greater	\$280

Average hourly rate for Inspectors plus 40% for travel, fuel, and reporting. Includes initial and 1 re-inspect.

This is punitive in nature and is supposed to hurt.

Comparable cities charge \$62, we propose \$60.

Comparable cities charge \$68, we propose \$50.

Comparable cities charge \$125, we propose \$90.

Comparable cities charge \$250, we propose \$200.

We propose a fee of \$70. Cost consists of the average inspector wage plus travel and report compilation.

We propose a fee of \$140. Cost consists of the average inspector wage plus travel and report compilation doubled for size increase.

We propose a fee of \$210. Cost consists of the average inspector wage plus travel and report compilation plus \$70 for size increase.

We propose a fee of \$280. Cost consists of the average inspector wage plus travel and report compilation plus \$70 for size increase

Fire Inspections/Enforcement IFC 108	Proposed Fee Amount
Stop Work Removal	\$300
Installation without permit	\$350
* Each additional day the violation continues without proper permitting or attempting to acquire appropriate permits, additional fees may be assessed in the amount of the initial \$500.00 fee.*	\$500
Re-inspection	\$25
2nd Business Inspection	\$80
3rd inspection due to non-compliance. Fine is to follow written warning	\$350
Inspection on businesses operating without a license	\$200
Fire Alarm Panel Inspection - submitted to 3rd party	\$25
Fire Riser Inspection - submitted to 3rd party	\$25
Hood Inspection/Cleaning - submitted to 3rd party	\$25
Food Trucks	\$40
Private Fire Hydrants	\$35

Comparable cities charge \$300, this is supposed to be punitive in nature. \$300 seems like maybe a better solution to punish but stay on par with what others charge.

Comparable cities charge \$367, this is supposed to be punitive in nature. \$350 seems like maybe a better solution to punish but stay on par with what others charge.

This is supposed to be punitive in nature.

The proposed fee for any re-inspects beyond the first included reinspection.

The proposed fee is for a subsequent complete fire inspection on the same business.

The average comparable city is charging \$365, this is supposed to be punitive in nature. The TCFD proposed fee is \$350. This seems like a better

No information to make a recommendation besides what has been proposed. (Punitive in Nature)

No information to justify recommendation.

No information to justify recommendation.

No information to justify recommendation.

Proposed the same inspection fee as commercial businesses. The fee is only charged if the truck is receiving its initial fire safety inspection from

Average hourly rate of Inspectors plus 30% for travel, fuel, and reporting.

Fire Permits IFC 105.6	Proposed Fee Amount
Single Use Permits	
Fireworks Display (Public display outdoors)	\$250
Pyrotechnic Special Effects Materials Permit	
Flame effects	\$250
Indoor Fireworks	\$250
1.4 grain fireworks	\$250
Theatrical display	\$250
Hot Works Operation Permit (Annual Permit)	\$85
Exhibit and Trade Show Permits	
0 - 5,000 sq feet	\$105
5,001 - 10,000 sq. feet	\$210
10, 001 - 25,000 sq feet	\$315
25,001 - 50,000 sq. feet	\$420
50,001 - 80,000 sq. feet	\$525
80,001 - 125,000 sq. feet	\$630
125,001 - 200,000 sq. feet	\$735
Special Amusement Building	\$100
Temporary Membrane Structures, Tents or Canopies	
Single event (in excess of 400 sq. ft.)	\$100
Each additional structure on same site	\$1
Re-inspection of additional set up	\$1

Comparable cities charge \$220, we propose a \$250 permit fee to cover standby of apparatus and firefighters.

No information to justify the recommendation other than the similarity to fireworks displays outdoors.

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No information to justify the recommendation other than the similarity to fireworks displays outdoors.

Comparable cities charge \$85, justify/propose fee of \$85.

We propose a fee of \$105. Cost consists of the average inspector wage x 2hrs. plus travel and report compilation.

We propose a fee of \$210. Cost consists of the average inspector wage x 2hrs. plus travel and report compilation.

We propose a fee of \$315. Cost consists of the average inspector wage x 2hrs. plus travel and report compilation.

We propose a fee of \$420. Cost consists of the average inspector wage x 2hrs. plus travel and report compilation.

We propose a fee of \$525. Cost consists of the average inspector wage x 2hrs. plus travel and report compilation.

We propose a fee of \$630. Cost consists of the average inspector wage x 2hrs. plus travel and report compilation.

We propose a fee of \$735. Cost consists of the average inspector wage x 2hrs. plus travel and report compilation.

Comparable cities charge \$100. Propose same fee as comparable municipalities.

Comparable cities charge \$100. Propose same fee as comparable municipalities.

Carnivals < 10 attractions	\$60	Comparable cities charge \$78, we can justify \$60.
Carnivals > 10 attractions	\$100	Comparable cities charge \$110, we can justify \$100.
Non-Combustible Temporary Structures <180 days	\$150	Comparable cities charge \$180, we can justify \$150.

Hazardous Materials Permits IFC 105.6 (includes annual update of maps, contacts & inventory)	Proposed Fee Amount	
Minimal dispensing, use, or storage (Solids 500 lbs. or less; liquids 55 gal. or less)	\$180	Comparable cities charge \$170, we propose a fee of \$180.
HM Storage Site (Solids - 500 lbs or more; liquids 55 gal. or more)	\$220	Comparable cities charge \$220, we propose a fee of \$220.
HM Dispensing/Use Site to include LP Gas	\$250	Comparable cities charge \$266, we propose a fee of \$250.
HM Production/Processing - conducted on an annual basis (Solids - 1000 lbs.; liquids - 100 gal.; compressed gas defined by code <500 lbs.	\$500	Defined by Code.
100+ Gallons of Hazardous Materials - conducted on an annual basis	\$500	The average comparable city charges \$388.
CO2 Bulk Storage - 100 lbs. or more	\$125	SLC is charging a fee of \$125, we propose the same fee of \$125.
Oil/Hydrocarbon Refinery - conducted on an annual basis	\$500	Comparable cities charge \$500. Recommend keeping current fee.
Backup Generator Fuel Storage (Pipeline Natural Gas Exempt)	\$125	Comparable cities charge \$125, we propose a fee of \$125.
Miscellaneous combustible storage - exceeding 2,500 cubic feet (inside or outside)	\$250	No comparison could be found, we propose a fee of \$250.
Dispensing or Use Facilities (Transfer/Pouring Yards & Placing materials into action)	\$350	Comparable cities charge \$370, we propose a fee of \$350.
Battery Site (Regular & Lithium Ion)	\$150	specific site. The minimum fee proposed will be \$150 up to \$500 for added hazards/risks.
Body Shop/Garage	\$175	Comparable cities charge \$175, we propose a fee of \$175.
Production & Processing Businesses/Warehouses	\$250	Comparable cities charge \$500, we propose a fee of \$250.
Scrap Tire Storage - more than 2,500 Cubic Feet	\$250	Comparable cities charge \$200, we propose a fee of \$190.
Wrecking/Salvage Yards - Not including compressed gases, flammable and combustible liquids, hot works, spray painting.	\$125	Comparable cities charge \$125, we propose a fee of \$125.
Lumber Yards - Storage or processing of lumber exceeding 100,000 board feet.	\$100	Comparable cities charge \$115, we propose a fee of \$125.
Pallet Storage - Indoor or Outdoor (over 2,000 sq ft)	\$180	Comparable cities charge \$175, we propose a fee of \$180.
Recycling Facilities	\$150	Comparable cities charge \$200, we propose a fee of \$150.
Dust Production Operation - (excluding woodworking)	\$125	Comparable cities charge \$125, we propose a fee of \$125.
Dry Cleaning	\$75	Propose fee of \$75 due to nature of risk for these businesses.
Tank installation, alteration, abandonment, removal or disposal:		
Up to 3 tanks per site	\$450	Comparable cities charge over \$500, we propose a fee of \$450.
Each additional tank	\$120	Comparable cities charge over \$120, we propose a fee of \$120.

Fire Operations	Proposed Fee Amount	
Equipment Damaged	Actual Cost	
Material utilized in mitigation	Actual Cost	
Fire Apparatus/Equipment Rates		
Brush Truck - 2 Firefighters (T6)	\$152/Hour	This rate is based on the FEMA rate for apparatus and includes wages for staff personnel.
Ladder/Tower Truck - 4 Firefighters (T1)	\$257/Hour	This rate is based on the FEMA rate for apparatus and includes wages for staff personnel.
Pumper Truck - 4 Firefighters (T1)	\$257/Hour	This rate is based on the FEMA rate for apparatus and includes wages for staff personnel.
Tender Truck - 4 Firefighters (T1)	\$257/Hour	This rate is based on the FEMA rate for apparatus and includes wages for staff personnel.
Any Auxiliary equipment will be charged at the FEMA standard rate	FEMA Rate	
Fire apparatus requests at special events will follow the hourly rate in the Fire Apparatus/Equipment Rates Fee Schedule above.		

Oquirrh Hills	Current Rates	Proposed Rates	Last Increase	Stansbury	Palisades	Delta	Carbon	Richfield
Green Fees: Regular								
9 Holes (Weekday)	\$12	\$14	2022	\$12	\$17	\$13	\$16	\$15
18 Holes (Weekday)	\$22	\$26	2022	\$24	\$32	\$22	\$30	\$30
9 Holes (Weekend/Holiday)	\$13	\$15	2022	\$15	\$20	\$14	\$16	\$15
18 Holes (Weekend/ Holiday)	\$24	\$28	2022	\$29	\$36	\$24	\$30	\$30
Green Fees: Senior/Military								
9 Holes (Weekday)	\$9	\$11	2022	\$12	\$15	\$10	\$14	\$15
18 Holes (Weekday)	\$17	\$21	2022	\$21	\$27	\$17	\$27	\$30
9 Holes (Weekend/Holiday)	\$10	\$12	2022	\$17	\$20	\$11	\$14	\$15
18 Holes (Weekend/ Holiday)	\$18	\$22	2022	\$26	\$36	\$18	\$27	\$30
Green Fees: Junior								
9 Holes (Weekday)	\$6	\$8	2022	\$7	\$11	\$10	\$14	\$8
18 Holes (Weekday)	\$11	\$15	2022	\$13	\$22	\$17	\$27	\$16
9 Holes (Weekend/Holiday)	\$7	\$9	2022	\$8	\$20	\$11	\$14	\$8
18 Holes (Weekend/ Holiday)	\$13	\$17	2022	\$15	\$36	\$18	\$27	\$16
Cart Fees								
Season Cart Fee	New	\$600	New	\$725	NA	NA	NA	NA
Range								
Small	\$3	\$4	2019	\$3	NA	\$3	\$5	\$4
Medium	\$5	\$6	2019	\$6	\$5	\$5	\$7	NA
Large	\$7	\$8	2019	\$9	\$10	\$7	\$10	\$7

MEMORANDUM

To: Tooele City Council
Cc: Mayor Debbie Winn
From: Andrew Aagard, AICP, Director
Date: February 15, 2024
Re: Hazardous Materials Storage Ordinance Amendment

Subject:

At the behest of the Tooele City Fire Department and City Administration I have begun the process to amend the City Code to prohibit the mass storage of Lithium-Ion batteries. Currently the storage of Hazardous Materials is prohibited in all of Tooele City's industrial zones. However, due to the newness of this Lithium-ion technology these materials have not been tested enough to officially declare them as hazardous materials and therefore don't fall under the City's definition of hazardous materials.

The Tooele City Fire Department has attended training sessions to learn how to fight fires resulting from damaged or compromised Lithium-ion batteries. What they have learned is frightening as the danger in mass storage of these items could possibly result in devastating fires, property damage, air pollution and large amounts of resources to combat a fire associated with these batteries. Tooele City Administration and Staff have determined the best course of action is to prohibit these items from being stored in Tooele City altogether.

The simplest way to accomplish this is to amend the City's definition of "Hazardous Materials Storage" as found in Tooele City Code 7-1-5, Definitions. We are proposing to add Lithium-ion batteries to this definition as well as a definition of what a Lithium-ion battery is to the definition of "Hazardous Materials Storage." By thus amending the definition we can prohibit the storage of these materials in Tooele City and can act to have them removed if it is learned they are storing the batteries in the City.

I have enclosed the proposed language as well as a letter from the Tooele City Fire Marshal enumerating the Fire Departments concerns with storing these items in Tooele City.



Tooele City Fire Department's urgent concerns regarding the mass storage of lithium-ion batteries within Tooele City and advocacy for the implementation of an amendment prohibiting such storage for the protection of the health, safety, and welfare of our community.

As you may be aware, lithium-ion batteries have become increasingly abundant in our society due to their use in various consumer electronics, electric vehicles, and renewable energy storage systems. While these batteries offer numerous benefits, they also pose significant risks, particularly when stored in large quantities.

The primary concern associated with the mass storage of lithium-ion batteries is the potential for thermal runaway, a phenomenon in which the battery overheats and ignites, leading to fires and explosions. Thermal runaway can be initiated within the battery with even the slightest bit of damage. This is because of the thin layer of separation between the anode and cathodes within the battery. Damage on the outside of the battery doesn't have to be present to start the thermal runaway process. Hard jolts or impacts to the casing can move the separations enough to initiate the process of thermal runaway. Lithium-ion batteries' tendency to overheat, combust, or explode under certain conditions is a reality that cannot be overlooked. Lithium-ion battery fires are notoriously difficult to extinguish. They can result in extensive property damage, environmental contamination, and even loss of life.

Given the inherent volatility of lithium-ion batteries, allowing their mass storage within our city presents a clear and present danger to the safety and well-being of our residents. The risk of fires and explosions is compounded by factors such as improper handling, storage conditions to include proper temperatures and the absence of adequate safety measures. Despite stringent safety measures—temperature controls, ventilation systems, and fire suppression systems—the specter of catastrophe looms large. A single spark, an unnoticed fault in a battery's casing, could spell disaster, engulfing the warehouse in a conflagration of flames and toxic fumes. A fire of this magnitude within the city would overwhelm the available emergency response resources of the city, severely tax the water system, as well as require all adjoining response district's assistance. Outside county resources would most likely be required to assist in suppression efforts as well as to assist in the hazardous material cleanup that is a direct result of a lithium-ion battery fire.

In recent years, there have been numerous incidents worldwide involving lithium-ion battery fires in storage facilities, manufacturing plants, and vehicles. More and more are happening each day due to the uptick in utilizing these batteries in more and more products. These incidents serve as stark reminders of the potentially catastrophic consequences associated with the negligent storage and handling of lithium-ion batteries. They are also great reference points to show what resources were needed for extinguishment and the amount of time and water that was required to extinguish the fire as well as to clean up the aftermath.

To mitigate the risks posed by the mass storage of lithium-ion batteries and safeguard the health, safety, and welfare of Tooele City residents, we urge you to consider the urgent adoption of an amendment to existing regulations prohibiting the mass storage of lithium-ion batteries within the city limits. Such an amendment would send a clear message that the city prioritizes the safety and protection of its citizens above all else.

We believe that by taking proactive measures to address this pressing issue, we can effectively mitigate the risks associated with lithium-ion batteries and ensure a safer, more secure environment for all residents of Tooele City.

Thank you for your attention to this matter, and we look forward to your prompt action in addressing these concerns.

Tooele City Code 7-1-5; Definitions

Hazardous Materials Storage – Means the importation of hazardous wastes, materials, or substances for treatment, storage for more than ten days, or disposal, either for profit or non-profit purposes, including lithium-ion batteries. A lithium-ion or Li-ion battery is a type of rechargeable battery that uses the reversible intercalation of Li+ ions into electronically conducting solids to store energy.



January 29th, 2024

Attention Planning Department
City of Tooele
90 North Main Street
Tooele, Utah 84074

Dear City of Tooele,

We Bach Land and Development acting in behalf of Bach Investments, LLC regarding the request to abandon the Settlement Agreement for GLENEAGLES P.U.D. which was entered into on the 1st day of August, 2008 by and between TOOELE CITY CORPORATION and Hamlet Development Corporation. This agreement which has been set forth on this day was acquired by Bach Investments in the same calendar year of 2008 by the transfer and sale of Tooele County Parcel: **02-002-0-0055**, Also known as the GLENEAGLES P.U.D.

At this time Bach Land and Development is requesting that Tooele City and Bach Investments, LLC dissolve the forementioned Agreement allowing the parcel 02-002-0055 to change to MR-16. (Multi-Family Residential) following Tooele City's current Zoning and Land Use Map.

We express our utmost appreciation for the last 15+ years that we have worked with the City of Tooele. We have completed many projects in your city that have been rewarding and exciting and we are excited for more in the future. Our company is committed to continuing to contribute to the growth and success of the City of Tooele. We are looking forward to more successful endeavors here.

To recap, we are requesting to terminate the current "Settlement Agreement for GLENEAGLES P.U.D." removing the 24.96 acres owned by Bach Investments, LLC from the current PUD and max density of 100 single-family lots as mentioned in (1.) of SETTLEMENT AGREEMENT and thus allowing BACH PROPERTY to fall under current city zoning regulations, specifically MR-16.

Sincerely,



BACH LAND AND DEVELOPMENT, LLC
Shaun Athey

AUG 11 REC'D

SETTLEMENT AGREEMENT
for
GLENEAGLES P.U.D.

This SETTLEMENT AGREEMENT for GLENEAGLES P.U.D. ("Agreement") is made and entered into this 1st day of August, 2008, (hereinafter the "Effective Date") by and between TOOEELE CITY CORPORATION (hereinafter the "City"), a chartered city of the State of Utah, having its office at 90 North Main Street, Tooele, Utah, 84074, and HAMLET DEVELOPMENT CORPORATION, a Utah corporation ("Hamlet"), having its office at 308 East 4500 South, Suite 200, Murray, Utah 84107 (referred to jointly as the "Parties").

BACKGROUND

A. On February 5, 1997, the Tooele City Council passed Ordinance 1996-30, which amended the zoning designation for a portion of a larger project known as Copper Canyon from the Manufacturing and Distribution (MD) industrial zoning district to the RM-16 high-density residential zoning district. The RM-16 zoning district has since been amended to become the High-Density Residential (HDR) zoning district. (The portion of Copper Canyon subject to this rezone became known as Chesapeake Meadows, and is now known as Gleneagles.)

B. On September 17, 1997, the Tooele City Council approved the preliminary plan for a 421-pad mobile home park known as Chesapeake Meadows. Chesapeake Meadows received an amended approval on February 16, 2000.

C. On May 6, 1998, the Tooele City Council enacted Ordinance 1998-10, which required that "all development applications lacking either preliminary or final plat or plan City Council approval as of March 4, 1998, dedicate to the City, as part of the development approval process, documented and perfected water rights sufficient to service the water needs of the development."

D. On October 20, 1999, the Tooele City Council passed Resolution 1999-94, approving an agreement styled Memorandum of Understanding (the "1999 Agreement") regarding Chesapeake Meadows. The 1999 Agreement is undated.

E. On June 21, 2000, the Tooele City Council approved a preliminary plan for Gleneagles, which approval replaced and superceded the two prior preliminary plan approvals for Chesapeake Meadows.

F. On August 2, 2000, the Tooele City Council passed Ordinance 2000-13, which changed the zoning designation for an additional 7.8 acres within Gleneagles from the General Commercial (CG) zoning district to the HDR zoning district, and which created the Gleneagles Planned Unit Development (P.U.D.). The Gleneagles P.U.D. contemplated 148 single-family detached dwellings, 110 townhouses, and 280 apartments, for a total of 538 dwelling units.

G. On August 16, 2000, the Tooele City Council approved the Gleneagles Phase 1 subdivision final plat, comprising 63 single-family detached residential lots.

H. On September 6, 2000, the Tooele City Council approved the Gleneagles Phase 2 subdivision final plat, comprising 54 townhouse lots.

I. The Parties to this Agreement entered into an agreement styled Memorandum of Understanding and Agreement (the "2002 Agreement"), dated April 9, 2002, regarding excavation materials generated by the City.

J. On May 4, 2005, the City Council enacted Ordinance 2005-07, which applied Tooele City Code Chapter 7-26 retroactively to the developments, and in the manner, described by Tooele City Code §7-26-7.

K. On June 15, 2005, the Tooele City Council approved Gleneagles Phase 3A and Phase 3B subdivision final plats, comprising 44 lots and 41 lots, respectively.

L. By letter dated March 6, 2008, Hamlet challenged the constitutionality of Ordinance 2005-07, claimed vested rights to develop without having to convey water rights to the City, and made other contentions and claims.

M. Tooele City disputes the contentions and claims contained in Hamlet's March 6, 2008, letter.

N. The Parties to this Agreement entered into an agreement styled Confidentiality Agreement, dated April 22, 2008, regarding the confidentiality of settlement discussions.

O. The Parties desire to resolve Hamlet's contentions and claims cooperatively and without litigation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Revised Gleneagles PUD Preliminary Plan. Hamlet desires to, and shall, submit for City review a revised Gleneagles P.U.D. Preliminary Plan. Specifically, the Preliminary Plan will be revised to show a maximum of 100 single-family lots in Phases 4 and 5, which currently contemplate 56 townhouses and 280 apartments, respectively. The 100 lots will contain at least 7,000 square-feet each, except that no more than 20 of the 100 lots may contain between 6,000 and 7,000 square feet each. All lots shall satisfy the frontage, setback, and other requirements of the R1-7 zoning district. Hamlet's Concept Plan for the 100 lots is attached hereto as Exhibit A and incorporated herein by this reference. Attachment of Hamlet's Concept Plan to this Agreement shall not create any vested rights.

2. Water Rights.

(a) City's Obligation. The City shall provide municipal water rights for the 100 lots sufficient to (i) satisfy the water rights acquisition policy and accompanying conveyance requirements contained in the Tooele City Code, Chapter 7-26 (including its predecessor and successor ordinances) and (ii) allow the 100 lots to be connected to, served by, and supplied by the City water system.

(b) Hamlet's Obligation. Hamlet shall pay to the City \$7,500 per lot for the water rights provided by the City for the 100 lots. Hamlet shall pay this obligation within fifteen (15) days of the Tooele City Council approving one or more subdivision final plats containing all or a portion of the 100 lots, according to the number of lots contained in each subdivision final plat. No approved subdivision final plat shall be recorded in the office of the County Recorder until Hamlet has paid this obligation for the number of lots contained in the plat.

(c) Cost Escalator. Hamlet's \$7,500 per lot obligation shall not increase for any subdivision final plat recorded prior to July 31, 2009. For any subdivision final plat recorded from August 1, 2009, through July 31, 2010, Hamlet's per-lot obligation for water rights shall increase 5%. For any subdivision final plat recorded after July 31, 2010, Hamlet's per-lot obligation for water rights shall increase 10% each year, beginning on August 1st of each year. The cost escalator is illustrated on the following table.

Time Period	Per-Lot Obligation
Effective Date through July 31, 2009	\$7,500
August 1, 2009, through July 31, 2010	\$7,875
August 1, 2010, through July 31, 2011	\$8,663
August 1, 2011, through July 31, 2012	\$9,529
August 1, 2012, through July 31, 2013	\$10,482

(d) Termination. The City's obligation to provide water rights for the 100 lots shall terminate automatically five years from the date (the "Completion Date") that at least two traffic lanes of 1000 North Street have been completed from SR-36 (Main Street) to the intersection of 600 West Street (at the entrance to Gleneagles). The Completion Date shall be the date of final road inspection by the City or the City's contractor, as evidence by a written report.

(e) Satisfaction. Hamlet's payment of the per-lot cost for water rights for the 100 lots shall fully satisfy Hamlet's water rights conveyance requirements under Tooele City Code Chapter 7-26 (including its predecessor and successor ordinances). Notwithstanding, Hamlet or its successor shall convey water rights to Tooele City pursuant to Chapter 7-26 for any subdivision final plat approved after the Completion Date.

3. Prior Agreements. The Parties agree that the 2002 Agreement is hereby extinguished and of no further force or effect.

4. Release.

(a) For and in consideration of the agreements set forth herein, Hamlet hereby releases, acquits, and forever discharges the City, including all officers (both elected and appointed), employees, and agents, from any and all claims, demands, obligations, actions, causes of action of every kind, nature and description, and all liabilities for injuries, losses, and damages, whether personal, property, or economic, whether now known or unknown, in any way arising out of or related to the following: (i) Ordinance 2005-07 (including its predecessor and successor ordinances); (ii) that certain letter dated April 8, 2000, from Roger Baker, Tooele City Attorney, to Hamlet; (iii) the timing of the construction of 1000 North Street; and, (iv) the approvals of Gleneagles Phases 1, 2, 3A, and 3B subdivision final plats.

(b) Hamlet further represents and warrants as follows:

(1) Hamlet has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement.

(2) Hamlet does not rely, nor has it relied, on any statement, representation, omission, or promise of any other party (or of any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

(3) Hamlet has investigated the facts pertaining to this settlement and this Agreement, and all matters pertaining thereto, to the full extent it deems necessary.

(4) Hamlet has carefully read and reviewed with its attorneys, and knows and understands, the full contents of this Agreement, and is voluntarily executing this Agreement upon the advice of its attorneys.

(5) Each term of this Agreement is contractual and not merely a recital.

(6) Hamlet understands and agrees that the agreements described herein are for the compromise of a disputed claim and are not to be construed as an admission of any liability or fault on the part of the City, by whom liability and fault are expressly denied.

(7) Hamlet has cooperated in, and in any construction to be made of this Agreement shall be deemed to have cooperated in, the drafting and preparation of this Agreement.

(c) This Agreement has been, and shall for all purposes be deemed to have been, executed and delivered within the State of Utah. The rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Utah.

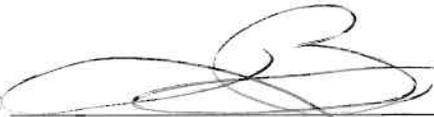
(d) This Agreement is the entire agreement between the Parties with respect to the subject matter hereof.

(e) This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, subsidiaries, assigns, heirs, and successors in interest.

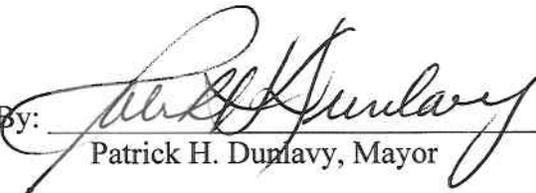
5. Land Use Regulations. Hamlet agrees to comply with Tooele City's land use regulations, except as modified herein with respect to water rights.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

HAMLET DEVELOPMENT CORPORATION

By: 
Michael M. Brodsky, President

TOOELE CITY CORPORATION

By: 
Patrick H. Dunlavy, Mayor

ATTEST:


Sharon Dawson
Tooele City Recorder



Approved as to Form:


Roger Baker
Tooele City Attorney
STATE OF UTAH

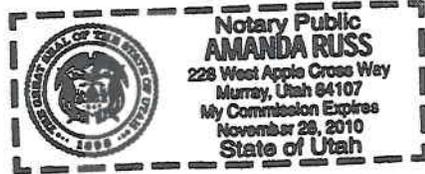
)
: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 4th day of August, 2008, by MICHAEL M. BRODSKY, President of Hamlet Development Corporation, a Utah corporation.

Amanda Russ
NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission expires:
Nov. 28, 2010

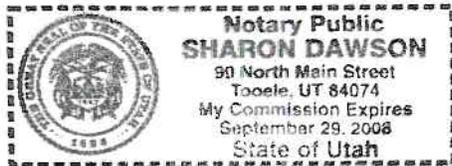


STATE OF UTAH)

: ss.

COUNTY OF TOOELE)

The foregoing instrument was acknowledged before me this 7th day of August, 2006, by PATRICK H. DUNLAVY, who is the Mayor of Tooele City Corporation, a chartered city of the State of Utah.



Sharon Dawson
NOTARY PUBLIC
Residing at Tooele County, Utah

My Commission expires:
9/29/08

Exhibit A

Hamlet Concept Plan

(2 pages)

TOOELE CITY CORPORATION

RESOLUTION 2024-18

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING BUDGET AMENDMENTS FOR FISCAL YEAR 2023-2024.

WHEREAS, the City Council finds it necessary and prudent to re-open the 2023-2024 fiscal year budget to make amendments, pursuant to U.C.A. §§10-6-124-128, in order to more efficiently utilize funds to be received, said amendments being shown in the attached Exhibit A; and,

WHEREAS, the City Council convened a duly-noticed public hearing on February 21, 2024, pursuant to the requirements of U.C.A. §§10-6-113, -114:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the budget amendments for fiscal year 2023-2024 as shown on Exhibit A, which is attached hereto and made a part hereof, are hereby approved.

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

Passed this ____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING:

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Fiscal Approval:

Shannon Wimmer, Director of Finance

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Budget Amendments

TOOELE CITY CORPORATION
BUDGET AMENDMENTS
FISCAL YEAR ENDING 06/30/2024

02/14/24
4:19 PM

	ACCT NUMBER			ACCOUNT NAME	CURRENT	AMENDMENT	AMENDED
STORM WATER FUND							
19	54	3870	000	MISCELLANEOUS REVENUE	0	(35,947)	(35,947)
	54	5400	731400	CITY PROJECTS	990,000	35,947	1,025,947
POLICE							
20	10	3690	000	MISCELLANEOUS REVENUE	(5,000)	(29,990)	(34,990)
	10	4211	610000	MISCELLANEOUS EQUIPMENT	51,800	29,990	81,790
AQUATIC CENTER							
21	10	3890	000	APPROPRIATION FUND BALANCE	(402,377)	(874)	(403,251)
	10	4562	483019	TSC SWIM CLUB	0	874	874
AQUATIC CENTER							
22	10	3830	000	CONTRIBUTIONS OTHER FUNDS	(18,780)	(10)	(18,790)
	10	4562	483019	TSC SWIM CLUB	874	10	884
NON-DEPARTMENTAL							
23	10	3890	000	APPROPRIATION FUND BALANCE	(403,251)	(15,000)	(418,251)
	10	4150	315001	INDEPENDENT AUDIT	90,000	15,000	105,000
REDEVELOPMENT AGENCY							
24	75	3890	000	APPROPRIATION FUND BALANCE	(1,144,719)	(400,000)	(1,544,719)
	75	4621	911041	TRANSFER TO 41 FUND	0	400,000	400,000
	41	3816	076	TRANSFER - RDA (75 FUND)	0	(400,000)	(400,000)
	41	4620	721018	FIRE STATION BUILDING #3	1,888,120	400,000	2,288,120
ATTORNEY							
25	10	3890	000	APPROPRIATION FUND BALANCE	(418,251)	(3,000)	(421,251)
	10	4145	211000	SUBSCRIPTIONS & MEMBERSHIPS	4,000	3,000	7,000
POLICE							
26	10	3340	125	UTAH STATE POLICE GRANTS	0	(15,700)	(15,700)
	10	4211	311000	PROFESSIONAL & TECHNICAL	11,000	15,700	26,700
POLICE							
27	10	3640	000	SALE OF FIXED ASSETS	(70,000)	(15,949)	(85,949)
	10	4211	748000	AUTOS & TRUCKS	312,872	15,949	328,821
CAPITAL PROJECTS							
28	40	3370	115	UT OFFICE OF OUTDOOR REC GRANT	0	(310,000)	(310,000)
	40	4512	732017	ENGLAND ACRES PHASE 2	2,110,000	310,000	2,420,000
CAPITAL PROJECTS							
29	41	3890	000	APPROPRIATION FROM FUND BALANCE	(4,992,553)	(3,000,000)	(7,992,553)
	41	4620	721018	FIRE STATION BUILDING #3	1,888,120	3,000,000	4,888,120