
PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, September 18, 2019, at the hour of 7:00 p.m. The meeting will be held at the Tooele City Hall Council Room, located at 90 North Main Street, Tooele, Utah.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Mayor's Youth Recognition Awards**
4. **Public Comment Period**
5. **Ordinance 2019-25** An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-10 Regarding Pawnbrokers
Presented by Matt Johnson
6. **Resolution 2019-69** A Resolution of the Tooele City Council Approving an Agreement with Celtic Bank Corporation for the Exchange of Land
Presented by Roger Baker
7. **Resolution 2019-66** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Add a Golf Course Pavilion Rental Fee
Presented by Darwin Cook
8. **Resolution 2019-68** A Resolution of Tooele City Council Approving a Contract with Christensen & Griffith for the Construction of the Snow Plow Salt Rack Project
Presented by Steve Evans
9. **Minutes**
10. **Invoices**
11. **Adjourn**

Michelle Y. Pitt
Tooele City Recorder

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2113 or michellep@tooelecity.org, Prior to the Meeting.

TOOELE CITY CORPORATION

ORDINANCE 2019-25

AN ORDINANCE OF TOOELE CITY REPEALING TOOELE CITY CODE CHAPTER 5-10 REGARDING PAWNBROKERS.

WHEREAS, Tooele City Code (TCC) Chapter 5-10 regulates pawnbrokers (see current TCC Chapter 5-10 attached as Exhibit A); and,

WHEREAS, TCC Chapter 5-10 was enacted in 1983 and has not been substantively amended since; and,

WHEREAS, Utah Code Annotated (UCA) Chapter 13-32a regulates pawnshops, secondhand merchandise dealers, and coin and precious metal dealers; and,

WHEREAS, UCA Section 13-32a-114 states that “[UCA Chapter 13-32a] preempts all city, county, and other local ordinances governing pawn or secondhand businesses and pawnbroking transactions, if the ordinances are more restrictive than the provisions of [UCA Chapter 13-32a] or are not consistent with [UCA Chapter 13-32a]”; and,

WHEREAS, all of the provisions of Chapter 5-10 appear to be either: (a) more restrictive than UCA Chapter 13-32a; (b) inconsistent with UCA Chapter 13-32a; or, (c) preempted by UCA Chapter 13-32a occupying the field of pawnbroker regulation; and,

WHEREAS, in light of the above, the City Administration recommends repeal of TCC Chapter 5-10:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 5-10 is hereby repealed.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2019.

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

CHAPTER 10. PAWNBROKERS

5-10-1. Definitions.

5-10-2. License required - License fee.

5-10-3. Display of license and ordinance.

5-10-4. Bond required.

5-10-5. Disclosure provisions.

5-10-6. Redemption and disposition of pawned articles - Interest rates.

5-10-7. Dealing with proscribed persons.

5-10-8. Protection of minors.

5-10-9. Hours.

5-10-10. Ownership of pawned property.

5-10-11. Unlawful acts.

5-10-12. Separate rooms.

5-10-13. Liability of principal.

5-10-14. Violation a misdemeanor.

5-10-1. Definitions.

In addition to the definitions set forth in Section 5-1-2, the following words and phrases used in this Chapter shall have the meanings herein prescribed:

Pawnbrokers: Any person engaged in the business of lending money on deposit or pledges of personal property or other valuable thing, other than securities or printed evidence of indebtedness, or in the business of purchasing personal property or other valuable things, and selling or agreeing to sell the same back to the seller at a price other than the original price of the purchase, or who sells unredeemed pledges with or without the contemporary sales of new merchandise.

Pledgee: The party to whom the goods are pledged or delivered in pledge.

Pledgor: The party pledging or delivering goods in pledge. (Ord. 83-22, 12-07-83)

5-10-2. License required - License fee.

(1) It shall be unlawful for any person to engage in the business of a pawnbroker in the City without having previously obtained a license to operate as a pawnbroker in accordance with the provisions of this Chapter. Such person shall make application for a license to the Recorder in such form as the Recorder shall require.

(2) The license fee for a pawnbroker shall be two hundred dollars (\$200.00), per year.

(3) Fee payments and prorations as well as renewal billings shall be governed by Section 5-1-14 and Section 5-1-15. (Ord. 83-22, 12-07-83)

5-10-3. Display of license and ordinance.

Licenses shall be displayed prominently in the pawnbroker's place of business together with a copy of all ordinances pertaining to the conduct or transactions of the pawnbroker business in such manner that they can be easily seen and perused by all who do business with such pawnbroker. (Ord. 83-22, 12-07-83)

5-10-4. Bond required.

Before any license is issued to a pawnbroker under the provisions of this Section, the applicant therefor shall execute and deliver to the City a bond in the principal amount of one thousand dollars (\$1,000.00) executed by a corporate surety authorized to do business in the State of Utah and conditioned upon the faithful performance of the licensee of all requirements under this Chapter. (Ord. 83-22, 12-07-83)

5-10-5. Disclosure provisions.

(1) It shall be unlawful for any pawnbroker or his or her agents or employees to fail to keep a permanent record of each loan, purchase or receipt of personal property. Said record shall be legibly written in ink and in the English language at the time of the transaction. No such record or any portion thereof shall be erased, obliterated or defaced. The record shall contain the following information with regard to each transaction:

- (a) The date of the transaction;
- (b) The name and address of the pledgor (if the pledged property is jointly owned each joint owner must be designated);
- (c) An accurate description of the goods, articles or things pawned, including the serial number of the article, if any, the name of the manufacturer, if available, and the dimensional description, if applicable;
- (d) The amount of money loaned or advanced thereon or paid therefor;
- (e) The date and time of day of the pledging, purchasing and receiving such goods, articles or things, and the period of time within which pledge must be honored; and,
- (f) The serial number of the pawn ticket.

(2) In connection with each article pawned, the pawnbroker shall make out a serially numbered three (3) part ticket concerning any person(s) pawning property, in a form previously approved by the Police Department, and shall contain the following information:

- (a) The following information concerning the pledgor:
 - (i) The last, first and middle name;
 - (ii) The signature of the pledgor;
 - (iii) The street address, city, state, zip code;
 - (iv) Phone number;
 - (v) Sex (male or female);
 - (vi) Date of birth;
 - (vii) Height;
 - (viii) Weight;
 - (ix) Race;
 - (x) Scars / marks;
 - (xi) Identification used and pertinent numbers;

(xii) Right thumbprint;

(b) The name of the person accepting the pledged property for the pawnbroker; and,

(c) A signed statement certifying that the described property has not been obtained by an illegal means and is the pledgor's property and is free and clear of any encumbrances and that the pledgor has a legal right to sell the pledged property.

(3) The disposition of each three (3) part ticket shall be made as follows:

(a) The original shall be retained by the pawnbroker (pledgee);

(b) The first copy retained by the person (pledgor) pawning the article; and,

(c) The second copy shall be maintained on the pawnbroker's premises and delivered to any representative of the Tooele City Police Department upon request during regular business hours.

(d) All of the above required records and information shall be open to the inspection of any police officer during regular business hours.

(4) It shall be a misdemeanor for a pawnbroker or his or her agent or employee to issue any pawn ticket which is not serially numbered in sequence and shown in the ledger book referred to in paragraph (a) above, or to intentionally falsify any information on either the ledger or the three (3) part pawn ticket. (Ord. 83-22, 12-07-83)

5-10-6. Redemption and disposition of pawned articles - interest rates.

(1) It is unlawful for any pawnbroker, or his or her agents or employees to deliver or to sell or to otherwise dispose of any pawned item for a period of sixty (60) days from the date of receiving same to any person other than pledgor.

(2) If requested to do so by a police officer, all goods, articles or things pawned, pledged, sold or delivered to a pawnbroker or his or her agents or employees shall be released to the Tooele City Police Department upon proof that the item was not owned by the pledgor. The Police Department shall hold the article until such time as criminal proceedings concerning the article are fully resolved. (Ord. 83-22, 12-07-83)

5-10-7. Dealing with proscribed persons.

It shall be unlawful for a pawnbroker to receive any goods, articles or other things in pawn or in pledge, or to lend or allow to be redeemed any such article by a person who at the time of the transaction is intoxicated, or who is known to the pawnbroker to be an habitual drunkard, or any person who is known to be a thief, insane or incompetent, or to any person under the age of eighteen (18) years. (Ord. 83-22, 12-07-83)

5-10-8. Protection of minors.

It shall be unlawful for any pawnbroker to sell or trade any gun or any knife with a blade in excess of four (4) inches long to any person under the age of eighteen (18) years of age, unless said person is accompanied by his legal guardian or parent. (Ord. 83-22, 12-07-83)

5-10-9. Hours.

It shall be unlawful for any pawnbroker to receive any goods by way of pledge or pawn before the hour of 7:00 a.m. or to keep his business open after 7:00 p.m.; provided, however, that on Saturday of each week and on days preceding legal holidays and the last fifteen (15) days of December of each year, it shall be lawful for a pawnbroker to keep his business open until 8:00 p.m. (Ord. 83-22, 12-07-83)

5-10-10. Ownership of pawned property.

It shall be unlawful for any pawnbroker to accept materials in pledge or pawn from other than the lawful owner thereof except with written permission of the owner. Any article pawned or pledged to a pawnbroker by other than the owner shall be surrendered to the real owner thereof upon presentation of proof of ownership of the pawned article by the real owner. Failure of the pawnbroker to surrender such materials forthwith upon demand by the true owner and after exhibition of proof of ownership shall be a misdemeanor. (Ord. 83-22, 12-07-83)

5-10-11. Unlawful acts.

A person commits theft if he receives, retains or disposes of the property of another knowing that it has been stolen, or believing that it has probably been stolen, or who conceals, sells, withholds or aids in concealing, selling or withholding any such property from the owner, knowing the property to be stolen, with a purpose to deprive the owner of the possession thereof, and shall be in violation of the provisions contained in Tooele City Code, Section 11-6-17. (Ord. 87-24, 01-02-88; Ord. 83-22, 12-07-83)

5-10-12. Separate rooms.

It shall be unlawful for any pawnbroker to contain his pawnbroker business in the same room, or in the same building with interconnected rooms, with any business dealing in alcoholic beverages. (Ord 83-22, 12-07-83)

5-10-13. Liability of principal.

The holder of a pawnbroker's license is liable for any and all acts of his employees in violation of this Chapter. (Ord. 83-22, 12-07-83)

5-10-14. Violation a misdemeanor.

Violation of the provisions of this Chapter is a

misdemeanor punishable as provided in Section 5-1-33. (Ord. 83-22, 12-07-83)

TOOELE CITY CORPORATION

RESOLUTION 2019-69

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH CELTIC BANK CORPORATION FOR THE EXCHANGE OF LAND.

WHEREAS, in 2011 the City acquired Lot 17 in the Murray Flats Subdivision in Pine Canyon, together with an easement to access Lot 17, for the purpose of potentially developing a municipal well on Lot 17; and,

WHEREAS, the Murray Flats Subdivision was subsequently vacated, but the City's rights in Lots 17 are unaffected; and,

WHEREAS, Celtic Bank Corporation desires to re-plat the property comprised of the vacated Murray Flats Subdivision and to replace it with a new plat called The Ranch at Pine Canyon Subdivision (the "New Subdivision"); and,

WHEREAS, Celtic Bank proposes that the City convey Lot 17 to Celtic Bank in exchange for which Celtic Bank will convey Lot 11 of the New Subdivision to the City. Lot 11 consists of 4.700 acres, 0.578 acres less than Lot 17. Celtic Bank proposes to pay \$30,000 to the City for the 0.578-acre difference, based on anticipated sales prices for lots in the New Subdivision; and,

WHEREAS, the City Administration supports the exchange of Lot 17 and Lot 11 based upon terms favorable to the City, which terms are contained in the Agreement attached as Exhibit A:

WHEREAS, the new Lot 11 will be sufficient for the anticipated municipal well purpose; and,

WHEREAS, the exchange of Lot 17 and Lot 11 is in the City's best interest in that it will provide revenue to the City while leaving intact the City's property interests:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement with Celtic Bank is hereby approved, and that the Mayor is hereby authorized to sign the Agreement and all documents necessary to effectuate the Agreement.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

_____	_____
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ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Celtic Bank Agreement

A R E E E N T

This Agreement is made this ____ day of September 2019 (the “Effective Date”) by and between Tooele City Corporation, a Utah municipal corporation (the “City”) and Celtic Bank Corporation, a Utah corporation (the “Developer”). The City and the Developer may also be individually and collectively referred to herein as a “Party” or the “Parties.”

RECITALS

A. The Parties entered into a Settlement Agreement dated December 8, 2011, under which the City was to acquire (i) Lot 17 of the Murray Flats Subdivision, in Pine Canyon, Tooele County, consisting of 5.278 acres (“Lot 17”) and (ii) a right-of-way through the Murray Flats Subdivision to access Lot 17 from Church Wood Drive in Pine Canyon, Tooele County (the “Right-of-Way”). A copy of the recorded Murray Flats Subdivision plat is attached hereto and incorporated herein as Exhibit A.

B. The City paid the agreed-upon sum of \$92,500, as determined by appraisal valuation dated April 18, 2011, for Lot 17.

C. The City acquired Lot 17 by “Stipulation and Joint Motion for Entry of, and Final Judgment of Condemnation.” (See Entry #365105, January 25, 2012.) The City acquired the Right-of-Way by “Right-of-Way and Easement Grant.” (See entry #365104, January 25, 2012.) The legal descriptions of Lot 17 and the Right-of-Way are attached hereto and incorporated herein as Exhibits B and C.

D. The Developer desires to re-plat the property comprised of the Murray Flats Subdivision and to replace it with a new plat called The Ranch at Pine Canyon Subdivision (the “New Subdivision”).

E. The Developer proposes that the City convey Lot 17 to the Developer in partial exchange for which the Developer would convey lot 11 (“Lot 11”) of the New Subdivision to the City. Lot 11 consists of 4.700 acres, 0.578 acres less than Lot 17. The difference in acreage between Lot 17 and Lot 11 shall be referred to as the “Land Delta.” A copy of the New Subdivision is attached hereto and incorporated herein as Exhibit D. The legal description of Lot 11 is attached hereto and incorporated herein as Exhibit E.

F. The Parties desire to set forth the terms and conditions of their agreement to exchange Lot 17 for Lot 11 and other transaction elements, as described below.

NOW THEREFORE, in consideration of the foregoing recitals, the covenants below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A R E E E N T

1. Recitals. The above Recitals are hereby incorporated into and made a part of this Agreement.

2. Global Consideration. The various considerations described herein shall be deemed global consideration, and no particular item of consideration shall be in exchange for any other particular item of consideration.

3. Escrow Agent. The “Escrow Agent” shall be Marta Hansen of Security Title, located at 1485 North 30 West, Suite D1 in Tooele City, phone number (435) 843-8884. The Escrow Agent will be charged will following the escrow instructions set forth herein. Should the Escrow Agent at any time during the duration of the Agreement terminate escrow services, the Parties shall cooperate to select a new escrow agent, if such services are deemed necessary.

4. Lot 17 Deed. Within 30 calendar days after the Effective Date, the City shall cause an executed quit-claim deed for Lot 17 (the “Lot 17 Deed”) to be delivered to the Escrow Agent, conveying Lot 17 to the Developer.

5. Lot 11 Deed. Within 30 calendar days after the Effective Date, the Developer shall cause an executed warranty deed for Lot 11 (the “Lot 11 Deed”), to be delivered to the Escrow Agent, conveying Lot 11 to the City.

6. Land Delta. Within 30 calendar days after the Effective Date, the Developer shall deliver to the Escrow Agent the cash sum of \$30,000, representing the fair-market-value payment for the Land Delta.

7. Right-of-Way. Within 30 calendar days after the Effective Date, the City shall cause an executed easement and right-of-way abandonment document for the Right-of-Way to be delivered to the Escrow Agent, conveying the Right-of-Way to the Developer.

8. Conduit Easement. The Developer shall prepare and convey to Tooele City Corporation, at no cost to the City, a Conduit Easement for the installation of power conduit (the “Conduit”). The Conduit Easement shall connect Church Wood Drive and Lot 11, within the New Subdivision rights-of-way (whether public or private) in the most direct route feasible. The Conduit Easement shall be depicted on the New Subdivision final plat and shall be deemed conveyed to the City upon recordation of the New Subdivision final plat.

9. Power Conduit. The City shall have the right to install the Conduit within the Conduit Easement. The Conduit shall be the property of the City, and only the City shall have the right to utilize the Conduit.

10. Water Line Easement. The Developer shall prepare and convey to Tooele City Corporation, at no cost to the City, a Water Line Easement for the installation of a water transmission line (the “Water Line”). The Water Line Easement shall connect Church Wood Drive and Lot 11, within the New Subdivision rights-of-way (whether public or private) in the most direct route feasible. The Water Line Easement shall be depicted on the New Subdivision final plat and shall be deemed conveyed to the City upon recordation of the New Subdivision final plat.

11. Water Line. The City shall have the right to install the Water Line within the Water Line Easement. The Water Line shall be the property of the City, and only the City shall have the right to utilize the Water Line.

12. Subdivision Improvements. The City shall have no duty or obligation to pay any amounts for public or private improvements made to and within the New Subdivision, except as expressly identified herein.

13. New Subdivision Plat. The fully-executed, recordable New Subdivision final plat shall be delivered to the Escrow Agent within 15 calendar days of its formal approval by the County Commission.

14. Releases from Escrow - Recordation.

a. Right-of-Way Abandonment. The Right-of-Way abandonment document shall be recorded by the Escrow Agent immediately prior to the recordation of the Lot 17 Deed. The Developer shall be responsible for the costs of recordation.

b. Lot 17 Deed. The Lot 17 Deed shall be recorded by the Escrow Agent immediately prior to the recordation of the New Subdivision final plat. The Developer shall be responsible for the costs of recordation.

c. New Subdivision Plat. The New Subdivision final plat, approved and fully executed by the County Commission, shall be recorded by the Escrow Agent within 5 business days of delivery to the Escrow Agent. The Developer shall be responsible for the costs of recordation.

d. Lot 11 Deed. The Lot 11 Deed shall be recorded by the Escrow Agent immediately following the recordation of the New Subdivision final plat. The City shall be responsible for the costs of recordation, if any.

e. Land Delta Payment. Upon recordation of the documents enumerated in 14.a.-14.d., above, the Escrow Agent shall deliver the \$30,000 Land Delta payment, minus escrow fees and costs as described below, to the City.

f. Settlement Statement. After delivery of the Land Delta to the City, the Escrow Agent shall deliver a settlement statement, together with copies of documents recorded pursuant to this Agreement, to the Parties.

15. Escrow Fees and Costs. The Parties shall each pay 50% of the cost of the Escrow Agent fees. The Developer and the City shall pay all applicable recordation fees, as described above. Each of the Parties shall bear their own document preparation fees.

16. Right of First Refusal. The Developer shall have a right of first refusal to purchase Lot 11 from the City in the event the City decides to sell Lot 11 without developing a municipal well on Lot 11. The purchase price shall be the fair market value of Lot 11 as determined by appraisal obtained by the City, minus the sum of \$75,000 (representing the pro-rata share of infrastructure and utility improvements in the New Subdivision servicing Lot 11), minus 15%. By way of illustration only, if Lot 11 is appraised at \$300,000 at the time of sale, the right-of-first-refusal price will be \$300,000 minus \$75,000 minus 15% = \$191,250. The Developer's right of first refusal shall expire 15 years after the Effective Date. The Parties shall each pay 50% of the appraisal price.

17. Capacity to Execute. Each individual signing below represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Party for whom he or she is signing and to bind that Party to the covenants and obligations contained herein.

18. Binding on Successors. This Agreement is binding upon and will inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, assigns, officers, members, managers, employees, representatives, attorneys, agents, and any and all businesses related to, owned or controlled, in whole or in part, by any of the Parties.

19. Non-Transfer/Non-Assignment of Claims. The Parties represent and warrant that no portion of any claim or cause of action that each has or may have against the other has been transferred or assigned in any manner.

20. Survival. The Parties acknowledge and agree that all agreements, obligations, prohibitions, warranties, and representations that are created in this Agreement will survive the execution and delivery of this Agreement and notwithstanding the execution and delivery of this Agreement, the releases herein will continue in full force and effect.

21. Entire Agreement. This Agreement contains the entire agreement of the Parties as to its subject matter; it may not be changed orally, but may be changed only by an agreement in writing signed by the Parties. Except as expressly set forth in this Agreement, the Parties have not made and do not make any other representations, warranties, statements, promises or agreements to each other.

22. Attorney Fees. In any action to enforce or interpret the terms of this Agreement, the prevailing party shall recover from the unsuccessful party reasonable attorney fees and costs (including those incurred in connection with appeal), the amount of which will be fixed by the Court and made a part of any judgment rendered.

23. Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute one agreement.

24. Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Utah.

25. Severability. The provisions of this Agreement are severable, and if any part of it is found unenforceable, the other parts will remain fully valid and enforceable.

26. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated herein.

27. Additional Actions. Each Party hereto will execute and/or cause to be delivered to each other any and all instruments or documents and will take such actions as may be reasonably requested for the purpose of carrying out this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

TOOELE CITY CORPORATION

CELTIC BANK CORPORATION

By: _____

Print Name: Debra E. Winn

Its: Mayor

By: _____

Print Name: _____

Its: _____

ATTEST:

Michelle Y. Pitt, Tooele City Recorder

Approved as to Form:

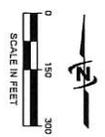
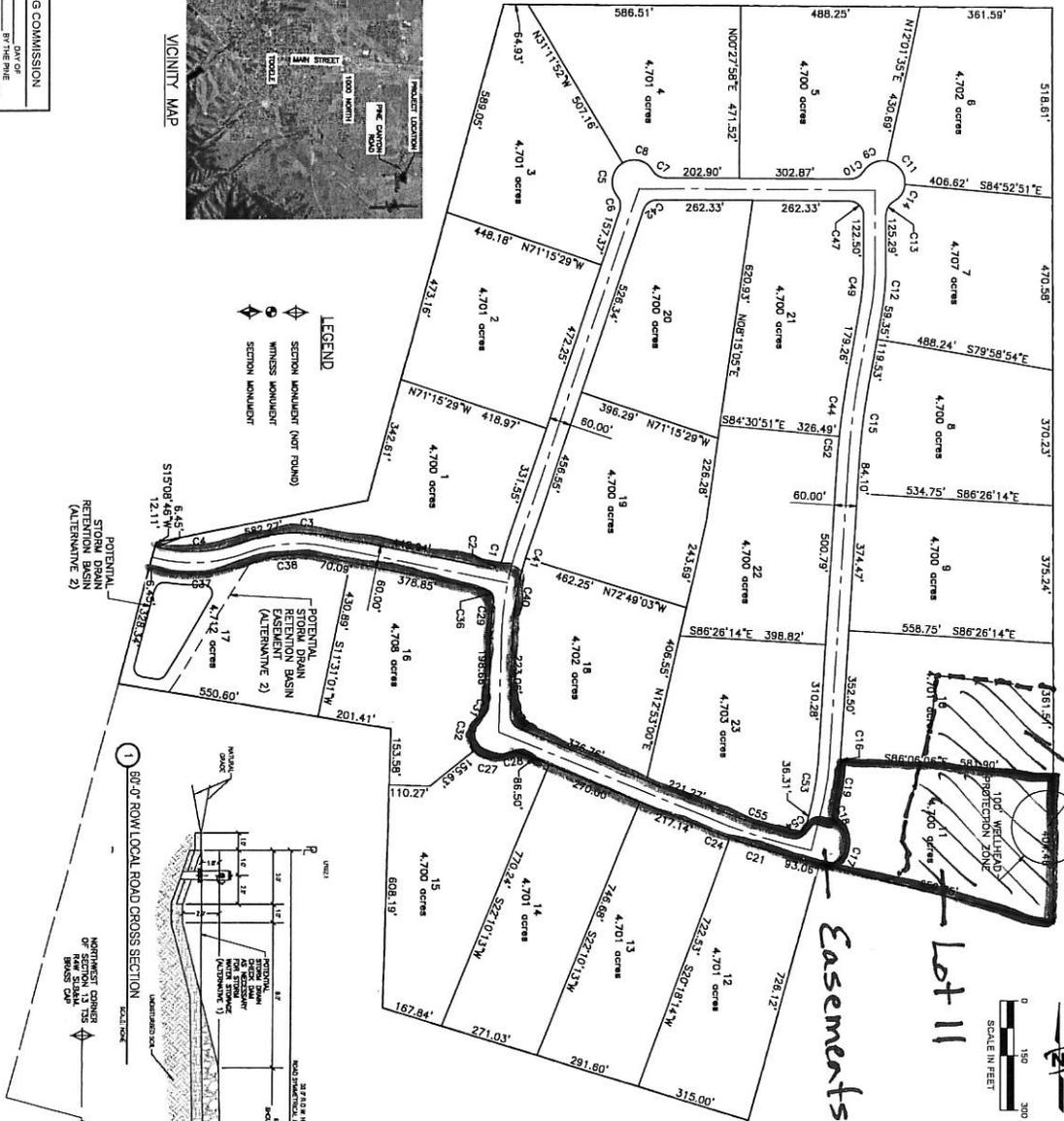
Roger Evans Baker, Tooele City Attorney

THE RANCH AT PINE CANYON SUBDIVISION

A PART OF THE SOUTH 1/2 OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN PINE CANYON TOWNSHIP, TOOELE COUNTY, UTAH

CONCEPT PLAN

Old Lot
17



CLUSTER #	LENGTH	WIDTH	AREA
C1	512.4'	80.00'	37,012.5'
C2	342.8'	25.00'	8,570.0'
C3	27.00'	140.00'	3,780.0'
C4	231.08'	370.00'	85,492.6'
C5	103.54'	60.00'	6,212.4'
C6	41.33'	40.00'	1,653.2'
C7	41.33'	40.00'	1,653.2'
C8	36.15'	60.00'	2,169.0'
C9	75.46'	60.00'	4,527.6'
C10	42.25'	40.00'	1,690.0'
C11	192.01'	60.00'	11,520.6'
C12	192.01'	60.00'	11,520.6'
C13	42.25'	40.00'	1,690.0'
C14	57.88'	60.00'	3,472.8'
C15	221.58'	187.00'	41,438.6'
C16	4.46'	80.00'	356.8'
C17	153.86'	60.00'	9,231.6'
C18	43.72'	40.00'	1,748.8'
C19	134.28'	60.00'	8,056.8'
C20	159.81'	130.00'	20,775.3'
C21	49.84'	130.00'	6,479.2'
C22	92.47'	60.00'	5,548.2'
C23	41.22'	40.00'	1,648.8'
C24	90.22'	80.00'	7,217.6'
C25	41.22'	40.00'	1,648.8'
C26	103.88'	60.00'	6,232.8'
C27	37.88'	30.00'	1,136.4'
C28	283.53'	140.00'	39,694.2'
C29	207.54'	370.00'	76,809.0'
C30	48.47'	40.00'	1,938.8'
C31	208.41'	770.00'	160,703.2'
C32	30.07'	770.00'	23,153.4'
C33	82.42'	40.00'	3,296.8'
C34	180.58'	200.00'	36,116.0'
C35	146.41'	770.00'	112,500.2'
C36	86.13'	200.00'	17,226.0'
C37	144.50'	770.00'	110,875.0'
C38	33.02'	40.00'	1,320.8'
C39	191.92'	1470.00'	282,122.4'

PLANNING COMMISSION
APPROVED THIS _____ DAY OF _____
BY THE PINE CANYON TOWNSHIP PLANNING COMMISSION.
CHAIRMAN PINE CANYON TOWNSHIP

SHEET NUMBERS
1 of 1

SURVEYOR'S CERTIFICATE
I, DANIEL STROUD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HAVE CONDUCTED A REASONABLE AND ACCURATE SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THAT THE SAME IS CORRECTLY LOCATED AND DESCRIBED AS SHOWN ON THE ATTACHED MAP. I HAVE BEEN LICENSED BY THE STATE OF UTAH AS A PROFESSIONAL LAND SURVEYOR AND AM A MEMBER IN GOOD STANDING OF THE NATIONAL ASSOCIATION OF PROFESSIONAL SURVEYORS. I HAVE CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH PROFESSIONAL LAND SURVEYING ACT AND THE RULES AND REGULATIONS THEREUNDER. I HAVE BEEN ADVISED BY THE OWNER THAT THE PROPERTY IS NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY. I HAVE ALSO BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY. I HAVE ALSO BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY. I HAVE ALSO BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.

LEGAL DESCRIPTION
BEING A PART OF THE EAST HALF OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, PINE CANYON TOWNSHIP, TOOELE COUNTY, UTAH, AS SHOWN ON THE ATTACHED MAP. THE PROPERTY IS NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY. I HAVE ALSO BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY. I HAVE ALSO BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY. I HAVE ALSO BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.

OWNERS DEDICATION AND CONSENT TO RECORD
I, the undersigned, do hereby dedicate and consent to record the above described property for the use and benefit of the public. I have been advised by the owner that the property is not subject to any easements, encumbrances, or other interests that would affect the survey. I have also been advised that the property is not subject to any easements, encumbrances, or other interests that would affect the survey. I have also been advised that the property is not subject to any easements, encumbrances, or other interests that would affect the survey. I have also been advised that the property is not subject to any easements, encumbrances, or other interests that would affect the survey.

ACKNOWLEDGMENT
I, the undersigned, do hereby acknowledge that I have read and understand the contents of the foregoing instrument and that I have signed it voluntarily and for the purposes therein mentioned. I have been advised by the owner that the property is not subject to any easements, encumbrances, or other interests that would affect the survey. I have also been advised that the property is not subject to any easements, encumbrances, or other interests that would affect the survey. I have also been advised that the property is not subject to any easements, encumbrances, or other interests that would affect the survey. I have also been advised that the property is not subject to any easements, encumbrances, or other interests that would affect the survey.

TOOELE COUNTY RECORDER
FILED FOR RECORD AND RECORDED _____ AT _____ IN BOOK _____ PAGE _____ OF OFFICIAL RECORDS.
TOOELE COUNTY RECORDER

**CONCEPT PLAN
THE RANCH AT
PINE CANYON SUBDIVISION**
A PART OF THE SOUTH 1/2 OF SECTION 12,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
PINE CANYON TOWNSHIP, TOOELE COUNTY, UTAH



Lot 17

A PARCEL OF PROPERTY FORMERLY KNOWN AS LOT 17 OF MURRAY FLATS
PHASE 1 SUBDIVISION MORE FULLY DESCRIBED AS:

BEGINNING AT A POINT WHICH IS NORTH, 519.72 FEET AND EAST, 2646.622 FEET FROM A FOUND BRASS CAP MONUMENT BEING THE WITNESS CORNER TO THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID MONUMENT BEING NORTH, 2190.88 FEET FROM THE FOUND BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 75°18'03" WEST, 492.183 FEET; THENCE 141.972 FEET NORTHEASTERLY ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 36°54'46" EAST, 111.09 FEET); THENCE 31.816 FEET NORTHWESTERLY ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 08°05'14" WEST, 30.980 FEET); THENCE NORTH 14°41'57" EAST, 279.707 FEET; THENCE 167.565 FEET NORTHEASTERLY ALONG THE ARC OF A 800.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 08°41'55" EAST, 167.260 FEET); THENCE SOUTH 82°56'35" EAST, 322.971 FEET; THENCE SOUTH 00°16'33" WEST, 640.608 FEET TO THE POINT OF BEGINNING.

CONTAINS: 5.278 ACRES

Former Tax ID 17-021-0-0017

Right-of-Way

(PERMANENT RIGHT-OF-WAY AND GRANT OF EASEMENT)

BEGINNING AT A POINT WHICH IS NORTH, 1195.547 FEET AND EAST, 100.769 FEET FROM A FOUND BRASS CAP MONUMENT BEING THE WITNESS CORNER TO THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID MONUMENT BEING NORTH, 2190.88 FEET FROM THE FOUND BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 15°31'34" EAST, 60.280 FEET; THENCE SOUTH 80°00'00" EAST, 748.421 FEET; THENCE 27.236 FEET SOUTHEASTERLY ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 76°27'12" EAST, 27.22 FEET); THENCE SOUTH 72°54'24" EAST, 1039.498 FEET; THENCE 92.843 FEET SOUTHEASTERLY ALONG THE ARC OF A 360.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 65°31'07" EAST, 92.590 FEET); THENCE 71.923 FEET SOUTHEASTERLY ALONG THE ARC OF A 360.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 66°42'56" EAST, 71.650 FEET); THENCE SOUTH 75°18'03" EAST, 122.164 FEET; THENCE 23.562 FEET NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 59°41'57" EAST, 21.21 FEET); THENCE NORTH 14°41'57" EAST, 56.414 FEET; THENCE SOUTH 75°18'03" EAST, 60.00 FEET; THENCE 31.816 FEET SOUTHEASTERLY ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 08°05'14" EAST, 30.98 FEET); THENCE 141.972 FEET SOUTHWESTERLY ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 36°54'46" WEST, 111.09 FEET); THENCE NORTH 75°18'03" WEST, 167.164 FEET; THENCE 89.904 FEET NORTHWESTERLY ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 66°42'56" WEST, 89.57 FEET); THENCE 77.369 FEET NORTHWESTERLY ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 65°31'07" WEST, 77.16 FEET); THENCE NORTH 72°54'24" WEST, 1039.498 FEET; THENCE 19.808 FEET NORTHWESTERLY ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 76°27'12" WEST, 19.80 FEET); THENCE NORTH 80°00'00" WEST, 754.226 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3.148 ACRES

TOOELE CITY CORPORATION

RESOLUTION 2019-66

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE TO ADD A GOLF COURSE PAVILION RENTAL FEE.

WHEREAS, Tooele City Code §1-26-1 authorizes the City Council to establish City fees by resolution for activities regulated by the City and services provided by the City; and,

WHEREAS, Utah Code §10-3-718 authorizes the City Council to exercise administrative powers, such as establishing city fees and regulating the use of city property, by resolution; and,

WHEREAS, under the Council-Mayor form of municipal government, established and governed by the Tooele City Charter (2006) and Utah Code §10-3b-201 et seq., the Mayor exercises all executive and administrative powers; however, it has been the practice of Tooele City for all fees proposed by the Mayor and City Administration to be approved by the City Council; and,

WHEREAS, the City has completed construction of a pavilion at the Oquirrh Hills Golf Course (the "Pavilion"), and needs to establish reasonable fees for which the Pavilion may be rented by the public; and,

WHEREAS, the City Administration recommends the following Pavilion rental fees: \$200 per day or partial day, plus \$50 per hour or partial hour after 9:00 p.m., plus \$1 per chair; and,

WHEREAS, the Director of Parks and Recreation has found that the proposed fees are substantially lower than many other golf course pavilion fees, thus making the pavilion accessible to the public but still aiding the City in recouping its costs to maintain the pavilion and chairs:

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

1. the Tooele City Fee Schedule is hereby amended to add a Pavilion rental fee in the amount of \$200 per day or partial day, plus \$50 per hour or partial hour after 9:00 p.m., plus \$1 per chair;
2. the Pavilion shall not be eligible for no-cost use or discounted use by City employees under Section 31 of the Tooele City Policies and Procedure Manual.

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 _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

TOOELE CITY CORPORATION

RESOLUTION 2019-68

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH CHRISTENSEN AND GRIFFITH FOR THE CONSTRUCTION OF THE SNOW PLOW SALT RACK PROJECT.

WHEREAS, as one of Tooele City's core municipal services funded by the general fund, the City removes accumulations of snow from the public streets with City-owned trucks equipped with snow plows and salters; and,

WHEREAS, outside the winter snow season, the plows and salters are removed from the trucks and stored in a manner facilitating efficient mounting and dismounting and secure and safe storage; and,

WHEREAS, the current salter rack system is obsolete and in need of replacement for the safety of City personnel and equipment; and,

WHEREAS, the City Administration solicited public bids for fabrication and installation of an eight-bay concrete and steel salt rack system, known as the Snow Plow Salt Rack Project, in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated, as amended; and,

WHEREAS, Christensen and Griffith submitted a cost proposal of Ninety-two Thousand Four Hundred Dollars (\$92,400.00), which was the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A, and the form agreement is attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign an agreement (Exhibit B) with Christensen and Griffith for construction of the Snow Plow Salt Rack Project for a sum not to exceed Ninety-two Thousand Four Hundred Dollars (\$92,400.00).

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 _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Bid Tabulation

EXHIBIT B

Agreement



Bid Tabulation
Snow Plow Salt Rack
Bid Opening Date: August 22, 2019

	Bid Amount
Christensen & Griffith	\$92,400.00
Broken Arrow	\$110,560.00

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Christensen and Griffith
- B. Address: 30 South Tooele Blvd. Tooele, Utah 84074
- C. Telephone number: 435-882-1529
- D. Email: brockg@cgconst.com

1.2 OWNER

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

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

Snow Plow Salt Rack 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, [X] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: (Ninety Two Thousand Four Hundred Dollars \$92,400.00)

2.2 CONTRACT TIME

- A. The Work shall be fully completed by October 31, 2019
- 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.
- 1. Late Contract Time Completion:**
Five Hundred dollars and 00 cents (\$ 500.00) 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.
 - 2. 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.

- B. **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.

Two 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 29 day of August, 2019.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: 
- B. Please print name here: Brock Griffith
- C. Title: VP / Manager
- D. CONTRACTOR's Utah license number: 227483-5501 (utah)

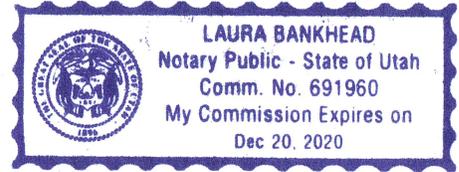
Acknowledgment

State of Utah)
) ss.
County of Tooele)

The foregoing instrument was acknowledged before me this 29 day of Aug., 2019.

By Brock Christensen
(Person acknowledging and title or representative capacity, if any).

Laura Bankhead
Notary's signature
Tooele City
Residing at
12/20/20
My commission expires:



Notary's seal

3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. OWNER's signature: _____
- B. Please print name here: _____
- C. Title: _____

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

SEAL

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

**Tooele City Council
Business Meeting Minutes**

Date: Wednesday, September 4, 2019

Time: 7:00 p.m.

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

City Council Members Present:

Brad Pratt

Dave McCall

Melodi Gochis

Scott Wardle

Steve Pruden

City Employees Present:

Mayor Debbie Winn

Jim Bolser, Community Development Director

Chief Ron Kirby, Police Department

Roger Baker, City Attorney

Glenn Caldwell, Finance Director

Steve Evans, Public Works Director

Kami Perkins, Human Resource Director

Paul Hansen, City Engineer

Darwin Cook, Parks and Recreation Director

Michelle Pitt, City Recorder

Cylee Pressley, Deputy Recorder

Minutes prepared by Kelly Odermott

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

1. Pledge of Allegiance

The Pledge of Allegiance was led by Council Member Wardle.

2. Roll Call

Steve Pruden, Present

Scott Wardle, Present

Dave McCall, Present

Brad Pratt, Present

Melodi Gochis, Present

Chairman Pruden welcomed Boy Scouts of America Scout Troop 1456.

3. Mayor's Youth Recognition Awards

Presented by Mayor Winn, Stacy Smart, and Police Chief Ron Kirby.

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

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

- Noah M. Syphus
- Easton Tripp
- Josie Prescott
- Shelby Asay

4. Public Comment Period.

Chairman Pruden invited comments from the public.

Mr. Michael Howsden stated that he lives on Smelter Road and he wanted to address Resolution 2019-65 which is listed as item eight on the agenda. Mr. Howsden stated that he is concerned about the impact of a pipeline that is addressed with the resolution. There had been little notice about the resolution in the neighborhood and that concerned him. He stated that he thought the subdivision which is addressed by the resolution has not been approved by the City Council or Planning Commission and no one in the neighborhood has had a chance to comment on the action. Mr. Howsden stated that he has had flooding from the golf course on his property and is concerned about another pipeline behind his fence line. Furthermore, there is a lack of water pressure in the neighborhood and he feels that adding more homes will create more water pressure issues. This resolution provides for a looped line which would add parallel pipeline and water issues to the neighborhood. Mr. Howsden stated that there are issues with protecting houses from fire because of the lack of water pressure. He stated that he is against the resolution to have another pipeline behind his home. Mr. Howsden encouraged the Council to delay a vote on the pipeline until an alternative is found.

Mr. John Lockhart stated that he also lives on Smelter Road. There are problems with the water pressure. He shared a story of the lack of water to fight a vacant lot fire. There are fire hydrants, but there is probably not enough pressure. There is not much water pressure and adding another pipeline will create more pressure issues.

Council Member Wardle motioned to move agenda item eight right behind the public comment period of item number four. Council Member Pratt seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Pratt, "Aye," Council

Member Gochis, “Aye,” Council Member Wardle, “Aye,” Chairman Pruden, “Aye.” The motion passes.

5. **Resolution 2019-65 A Resolution of the Tooele City Council Approving a Settlement Agreement and General Release with Charles and Crystal Lawrence.**

Presented by Roger Baker

Mr. Baker stated that those were excellent questions from the public. He did not address the exact nature of the flooding from the golf course but stated that the flooding was from faulty PVC joints and bear no resemblance to the type of line that would be put in with this resolution. This is a line that is put in under state requirements for culinary water pressurized lines. Mr. Baker addressed the specifics of the agenda item. The Lawrences’ have proposed to develop their property, which is their right under the Utah Constitution and State Code. They have to follow City rules in doing so. This subdivision as well as the Lawrences’ current house and all houses on Smelter Road are served by a single feed dead-end water main line. The entire purpose of tonight’s discussion is to eliminate the single feed line and loop the subdivision and have the ancillary benefit of looping all the Smelter homes. Instead of a single feed line with limited pressure, it would be a looped line with two pressurized sources. One from the west on Smelter and one from the south on Droubay Road. The City agrees that the water pressure in the neighborhood is less than desirable as things are today. The City’s position is that if the subdivision was to go in the pressures would get worse if there is no water looping. The concerns addressed in the resolution and to which the Lawrences’ have agreed are intended to address especially fire flow water. In the event of a fire in the area, the pressure available to firefighters would be much improved over what it is today. While public safety is the main driver for this, it will have the ancillary benefit of raising the water pressures to the individual homes in the neighborhood. The City believes that this will be beneficial to the new subdivision and provide benefits to existing homes on Smelter as well.

Mr. Baker stated that the resolution is styled as a settlement agreement because a dispute arose as to whether the City had the right to require the water looping in the first place. To avoid further contention or delays, the parties have negotiated a resolution so that there will be no further disputes. The resolution contains provisions to require the looped water line and the City will participate in the costs of the looped line. The location of the water main will be as the two parties decide. On the City property the water line will go where the City feels it works best. Whether the line is close to the property lines or further south there is no benefit or risk to the adjacent properties. The City believes that this agreement is very much in the public interest and in the interest of the local area as well.

Mr. Hansen stated that a statement was made that the settlement agreement is being approved prior to any application for the subdivision being considered by the Planning Commission or City Council. That is absolutely correct. The application for the Lawrence subdivision has not

been to the Planning Commission or the City Council in either preliminary form or final plat. The subdivision will be before both bodies two more times before it would receive final approval. This settlement agreement simply acknowledges what the City would do in terms of waterline participation, should the developer receive final plat and preliminary plat approval to move forward. Should City Council not approve the final plat, the settlement agreement becomes null and void. There would be no expenditure of funds and the expenditure would only be made once the improvement is in place if the development proceeds.

Mr. Hansen stated that there was also a statement made that installing two parallel water lines in close proximity to each other would have little or no value. That also is a correct statement, but does not truly represent what is intended with this line. The intent of this line is to have the Lawrence development should they proceed, tie in at the southern end of their cul-de-sac. From that point the City has two options. The City could route them directly west across the golf course, or if in the City's best interest to wrap around to the north end of the golf course property and then extend the line back south and tying in further south. By installing the looped waterline it satisfies the concern expressed about supply, pressure, and fire protection. Mr. Hansen stated that fire protection is the primary concern of the City and the need for the looped waterline. With the Lawrence's help two fire flow tests were run on Smelter Road. The tests showed that the City meets fire flow under State conditions. State conditions require what the measure of fire flow will be at 20lbs residual pressure. The City meets the state minimum flow and pressure standards, but City standards are higher. That is another reason the City is going beyond the State standard to participate in this agreement.

Mr. Baker stated that the state legislature has determined that while this type of business is to be conducted in public, that subdivision approvals do not require notice to neighbors or people within a certain distance. These do not require public hearings. The City has been careful to follow all procedural requirements in presenting what is before the Council today.

Chairman Pruden stated that hopefully this gives more information to the process, but reminded the public that this is just the beginning. This is a potential situation if the Lawrence's decide to go through with the subdivision and the application will still need to go through Planning Commission and City Council approvals.

Council Member Wardle motioned to approve Resolution 2019-65. Council Member Pratt seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

6. **Condominium Plat for Porter's Place Subdivision Creating Six Condominium Duplex Style Units at Approximately 596 South Coleman Street on 0.98 Acres in the R1-7 Residential.**

Presented by Jim Bolser

Mr. Bolser stated that this is an application that builds upon a subdivision plat that is already approved and was approved several months ago. It is on the west side of Coleman Street just north of 700 South. The property was approved for a three-lot subdivision a number of months ago and now there is a specific type of development proposed, as described by this action. The zoning for the property is R1-7 Residential as are the surrounding properties. The three lots were intended to be duplex lots and it is a permitted use in the R1-7 Residential zone. The intent of this plat proposal is to establish ownership provisions with that plat and the separation of the units, essentially making them into condos. The back part of the property is identified as parcel A. Parcel A has a notation stating that it is undevelopable unless access is provided. Mr. Bolser stated that the next agenda item will address that. The nature of the application is to establish the condo plat for the properties. Planning Commission has heard this item and forwarded a unanimous positive recommendation.

Council Member Pratt motioned to approve the Condominium Plat for Porter's Place Subdivision Creating Six Condominiums Duplex Style units at approximately 596 South Coleman Street in the R1-7 Residential zone. Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

7. **Subdivision Final Plat for the Hunters Meadow Subdivision Consisting of 53 Lots on 14.065 Acres Located at Approximately 750 West 700 South in the R1-7 Residential Zoning District.**

Presented by Jim Bolser

Mr. Bolser stated this subdivision as mentioned from the last item includes the area of Parcel A at the rear of the three lots. An aerial of the property was shown on the screen. The back property in the previous application is included within the boundary of this property. The zoning of the property is R1-7 Residential to the north and east, with MR-8 Multi-Family Residential wrapping around the west to the south. The plat of the subdivision shows 53 single family lots with multiple points of access. There are accesses at the south on 700 South, one in the northeast corner at American Way and one in the northwest corner. There is a stub street in the northeast corner of the project that would tie into American Way in the Westland Mobile Estates to the north. There is a strip of property along the northern boundary of the project that is owned by Settlement Canyon Irrigation Company. That property is currently an open ditch for runoff of storm waters and excess irrigation water. The property owner has worked out an arrangement with the Irrigation Company to discharge at a controlled rate, storm water from inside the development from the retention pond into the storm water channel in exchange for piping the channel or at least the portion that crosses the development. This agreement that the City had no involvement in, helps controls some the issues with the channel and presents the opportunity to

have American Way tied into this development. Where American Way and the Hunters Meadow development have stub streets with the Settlement Canyon Irrigation property between the piping of the ditch would allow both stubs to connect in the future. Planning Commission has forwarded a unanimous positive recommendation.

Chairman Pruden asked if there were questions or comments from Council, there were none.

Council Member Wardle motioned to approve the Subdivision Final Plat for the Hunters Meadow Subdivision Consisting of 53 Lots located at Approximately 750 West 700 South in the R1-7 Residential Zone. Council Member Pratt seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

8. **Public Hearing and Decision on Ordinance 2019-20 An Ordinance of the Tooele City Council Reassigning the Zoning Classification to the RR-1 Residential Zoning District for 3 Acres of Property Located at 705 North 100 West.**

Presented by Jim Bolser

Mr. Bolser stated that this is an application for a Zoning Map Amendment. A map of the property was shown on the screen. There are existing uses on the property which are nonconforming based on the zoning and the property owners are the applicants on the application. The Zoning Map identifies the property as General Commercial zoning, but the property is used as residential and agricultural. The property owner is requesting the Zoning Map Amendment to have the Zoning Map classification that most closely resembles the current use on the property. The zoning around the property does not match the proposed reclassification of zoning for the property, but the applicant is interested in having property zoning that would eliminate nonconformies zoning. The Planning Commission held a public hearing and forwarded a unanimous positive recommendation.

Chairman Pruden opened the public hearing, no comments were recorded. Chairman Pruden closed the public hearing.

Chairman Pruden asked the Council if there were any questions or comments, there were none.

Council Member Gochis motioned to approve Ordinance 2019-20. Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

9. **Ordinance 2019-21 An Ordinance of Tooele City Amending Tooele City Code Section 1-6-4(7) Regarding the Mayor's Duties as City Budget Officer**

Presented by Scott Wardle

Council Member Wardle stated that over the course of the budget and discussion on the purchasing policy the Council and Staff found items on State Code and in the City Charter that needed the language clarified. Ordinance 2019-21 adds a line to the City Code for the Mayor to be the City Budget Officer.

Chairman Pruden asked the Council if there were any questions or comments, there were none.

Council Member McCall motioned to approve Ordinance 2019-21. Council Member Pratt seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

10. Ordinance 2019-22 An Ordinance of Tooele City Enacting Tooele City Code Section 1-8-3 Regarding Financial Reports

Presented by Scott Wardle

Council Member Wardle stated that the language is changed to comply with State Code and City Charter indicating that the City Recorder shall provide to the City Council, monthly financial reports and quarterly detailed financial reports as required by state law. In a meeting prior to the Council meeting, it was recommended going through Tooele City Code Section 1-8-1 and 1-8-2 and editing the Code to make the description gender neutral.

Council Member Pratt motioned to approve Ordinance 2019-22 with the language in the Tooele City Code Section 1-8-1 and 1-8-2 being amended to gender neutral language. Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

11. Ordinance 2019-23 An Ordinance of Tooele City Code Chapter 1-14 Regarding the Duties of the Director of Finance.

Presented by Scott Wardle

Council Member Wardle stated that this amendment takes and cleans up the Director of Finance section to bring the City under code. It deletes the section of the appointment of the Budget Officer, who is now the Mayor. The Council has added an item to have an independent audit proposal given to the Council prior to the date of the tentative budget. That auditor could be appointed and there is a chance that the contract awarded is a multi-year contract, but that will be

determined by the Council. The final part of this is that the Financial Director will deliver to the City Recorder, the monthly and quarterly financial reports.

Chairman Pruden asked the Council if there were any questions or comments, there were none.

Council Member McCall motioned to approve Ordinance 2019-23. Council Member Pratt seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

12. Police Station Update

Presented by Paul Hansen

Mr. Hansen showed a short aerial vide of the Police Station that was captured by the Contractor to the Council and described the images in the video.

Mr. Hansen stated that the building should be dried in by the end of October, early November. The masonry work and site work (asphalt and concrete) around the building should be done by early November. The target for occupancy is mid-March 2020. Things are moving quickly.

Mr. Hansen stated that the project was awarded as a guaranteed maximum price. Within that guaranteed maximum price there were two contingencies. The first is an allowance that the contractor has at their discretion to account for market changes. There was also an owner contingency which allows the City requested modifications as the project advances. The general contractor has a remaining contingency of \$232,000 and the City has a remaining balance of \$109,000. As of today, the project is approximately \$330,000 below budget based upon these values. That does not include the 5% that was authorized as additional contingency; that has not been touched. The project is moving along well, and it is 50% of the contract time and approximately 30% of the contract cost. Everything is on track. City staff and the contractor meet weekly and go over prices and costs. The project is on track and under budget.

Chairman Pruden asked the Council if there were any questions or comments.

Mr. Hansen stated that the staff will be coming back to Council with some additional furnishing and equipment costs. These are apart from the construction costs.

Mayor Debbie Winn thanked Paul Hansen in making sure that the building is what the City has asked for. She also thanked the other staff members involved. Mayor Winn stated that it will be a beautiful asset for the community.

13. Minutes

Chairman Pruden asked if the Council if there were any comments or questions, there were none.

Council Member McCall motioned to approve minutes from the City Council August 21, 2019. Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

14. Approval of Invoices

Presented by Michelle Pitt

An invoice in the amount of \$61,478.00, to Greenshine New Energy LLC for 20 new solar street lights.

Council member Wardle asked if those lights were replacement or new. Mr. Steve Evans stated they were all new.

An invoice in the amount of \$23,083.92, to Mountainland Supply for the water cables and meters.

An invoice in the amount of \$387,501.72, to Semi Service Inc, for four dump beds, hydraulics, spreaders and salters for the new snow plow trucks.

Council Member Pratt motioned to approve invoices. Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

15. Adjourn

Council Member McCall moved to adjourn the City Council meeting. Council Member Wardle seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

The meeting adjourned at 8:00 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 18th day of September, 2019

Steve Pruden, Tooele City Council Chair

DRAFT

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

Date: Wednesday, September 4, 2019
Time: 5:00 p.m.
Place: Tooele City Hall, Large Conference Room
90 North Main St., Tooele, Utah

City Council Members Present:

Steve Pruden
Scott Wardle
Dave McCall
Brad Pratt
Melodi Gochis

City Employees Present:

Mayor Debbie Winn
Roger Baker, City Attorney
Glenn Caldwell, Finance Director
Michelle Pitt, Recorder
Jim Bolser, Community Development Director
Steve Evans, Public Works Director
Paul Hansen, City Engineer
Darwin Cook, Parks and Recreation Director
Ron Kirby, Police Chief
Kami Perkin, Human Resource Director

Minutes prepared by Michelle Pitt

1. Open Meeting

Chairman Pruden called the meeting to order at 5:00 p.m.

2. Roll Call

Steve Pruden, Present
Scott Wardle, Present
Brad Pratt, Present
Dave McCall, Present
Melodi Gochis, Present

3. Discussion:

The agenda was changed to accommodate the Utah Housing Authority, who was in attendance but needed to leave for a meeting in Salt Lake.

- Impact Fee Waiver for Affordable Housing
Presented by Roger Baker

Mr. Baker said that he was presenting preliminary information to the Council for their consideration of an impact fee waiver for affordable housing. In the current City Code, it says that the City can waive up to \$5,000 in impact fees per dwelling unit for affordable housing. The Ordinance was enacted in 1996. Mr. Baker asked if the Council thought that after 23 years it was time to examine whether this amount is a correct level of affordable housing incentives through impact fee waivers. Mr. Baker said that Salt Lake City recently announced a policy decision to waive all impact fees for affordable housing. Park City has a \$5,000 waiver. He indicated that he asked the Utah League of Cities and Towns if they had any data regarding impact fee waivers. They indicated they don't. Chairman Pruden said he would like the Legislature to do something across the board, suggesting an appropriate amount that should be waived. Mr. Baker answered that the league would probably oppose supporting that because it would result in a State mandate, instead of letting individual Cities decide on the amount of waiver they would like to offer. Mr. Bolser said that impact fees include sewer at \$4,609, water at \$2290, public safety at \$377.88, and parks at \$2168, for a total of \$9,444.88. He added that a developer would have to apply for the waiver.

Mayor Winn said that she drove out to see some single family homes that were built quite a while ago. She said she was impressed with how well they've been maintained by the homeowners. The City Code does not have a definition of what low income housing is and who would be eligible. The City would need to work with government agencies, like the housing authority, to help qualify people to get in to a home where they wouldn't be able to qualify otherwise. The housing authority is looking at building 12 homes. The Mayor added that this waiver could be a great asset to those struggling to get in to a home, and to the City.

Council Member Wardle asked if and how the waiver would be a rebate to the owner rather than the builder. If the intent is to make it more affordable for the homeowner, how does the City make sure it is passed on to the homeowner? Mr. Baker answered that it could be noted on the deed that the buyer is getting the benefit of that savings, not the owner.

DeAnn Christiansen, Director of the Tooele County Housing Authority, introduced herself and two members from the Utah Housing Authority, Scott Harmon and Susan Van Arsdell. Ms. Van Arsdell explained that the goal is a rent to own program designed for people that are 60% of the median income or less. The impact fee waiver reduces the cost and reduces the cost burden. The plan allows people to rent the home for 15 years, with compliance procedures in place. At the end of 15 years, they have the protective right of option to purchase the home. The housing authority makes it affordable after the 15 year rent period.

Scott Harmon showed some pictures of homes that were built within the state and indicated that the homes they would build in Tooele would be similar. He further explained that the homes are 1400 square feet, 4 bedrooms, and 2 baths. Rent would be \$900. The estimated sale price would

be \$170,000 in 15 years. The market value today is \$270,000 for the same sized home. The housing authority is their partner, and manage the program during the 15 year period. The housing authority makes sure that the homes remain in high quality.

Ms. Christiansen said that Senate Bill 34 requires cities to put things in place to provide affordable housing. Mr. Baker said that SB 34 requires the City to have affordable housing plans. The Bill provides a menu of multiple suggestions, and each City is required to have at least three items out of that menu provided by the State.

Chairman Pruden asked Roger to put together options and recommendations of amounts that may be offered as waivers.

Council Member Wardle asked for information about what other cities are doing about affordable housing and waiving fees.

Council Member McCall stated that the City is going to have to move in a direction to provide affordable housing, and this could be one of those options, and at a less burden on the City. He added that he asked the League of Cities and Towns to define affordable housing. They can't.

Mr. Baker indicated that he would provide more information for the Council. The Council agreed that the Code needed to be amended to be specific about who qualifies, and how they qualify.

- Ordinance 2019-21 An Ordinance of Tooele City Council Amending Tooele City Code Section 1-6-4(7) Regarding the Mayor's Duties as City Budget Officer Presented by Council Member Scott Wardle

AND

- Ordinance 2019-22 An Ordinance of Tooele City Enacting Tooele City Code Section 1-8-3 Regarding Financial Reports Presented by Council Member Scott Wardle

AND

- Ordinance 2019-23 An Ordinance of Tooele City Amending Tooele city Code Chapter 1-14 Regarding the Duties of the Director of Finance Presented by Council Member Scott Wardle

Council Member Wardle presented all three Ordinances together, stating that they were similar in that they are housekeeping items. He stated that when the Council was considering the adoption of the purchasing policy, he looked at the State Code. He feels that these proposed changes brings the City in to compliance with State Code. He summarized some of the changes, such as, allowing the Mayor to approve transfers within departmental budgets, and that the Council should be getting monthly budget reports from the Recorder, not the Finance Director.

Ms. Pitt asked if Ordinance 2019-22 could be amended to be gender-neutral. The Council agreed, and will make that change in the next meeting. Mr. Baker will add the gender changes in the City Code.

- Condominium Plat for Porter's Place Subdivision Creating Six Condominium Duplex Style Units at Approximately 596 South Coleman Street on 0.98 Acres in the R1-7 Residential Zone
Presented by Jim Bolser

AND

- Subdivision Final Plat for the Hunters Meadow Subdivision Consisting of 53 Lots on 14.065 Acres Located at Approximately 760 West 700 South in the R1-7 Residential Zoning District
Presented by Jim Bolser

Mr. Bolser stated that some time ago the Council approved the Porter's Place Development as a three lot subdivision. He explained that the subdivision faces Coleman Street. The property owners would like to establish condominium uses on those lots. This plat establishes the condominium boundaries, and is the next step in this development. There is a section of property in the rear which ties in to the Hunter Meadows Subdivision. This property is zoned R1-7 with two points of access. The developer has an arrangement in place with the irrigation company that they will pipe the ditch in order to discharge their storm water in to the ditch. There is documentation from the irrigation company that this agreement is in place and the developer is working with the irrigation company on the design plans. The pipe is proposed to be installed across the length of the Hunters Meadow's property, but won't go all the way to 900 West from the west side of the proposed development.

The Council asked if the property owner along 700 South would also agree to complete the road improvements along their property, so that it could be done all at once. Mr. Hansen indicated that the City had reached out to the property owner, but has not been successful in getting him to agree to complete the improvements at this time.

Chairman Pruden said that those small segments of road, such as the American Way Connection, tend to accumulate garbage, or become parking lots for things like ATVs. Mr. Hansen said that the City would like to loop the waterline under the American Way road extension which would require cooperation from the irrigation company. Chairman Pruden asked staff to make connections with the developer and the irrigation company to see if they would agree to complete the roads all at once rather than dig things up multiple times. Council Member Wardle said it could be a safety issue.

Kami Perkins joined the meeting at 5:30 p.m.

Mr. Bolser went on to say that some people have property lines on the other side of the Porter Place property line, connecting with the Hunters Meadow property. They have

made sure that the developer has an agreement with the Hunters Meadow property owners.

- Ordinance 2019-20 An Ordinance of the Tooele City Council Reassigning the Zoning Classification to the RR-1 Residential Zoning District for 3 Acres of Property Located at 705 North 100 West
Presented by Jim Bolser

Mr. Bolser stated that the Council discussed this item at their last meeting. He asked the Council if they had any questions; the Council had none.

- Potential Annexation Request
Presented by Jim Bolser

Mr. Bolser stated that he met with a property owner's representative for the Jack Tomlin's Trust. The trust owns property that is primarily in the City limits, but there is a portion of property that is not in the City's limits. There are some potential purchasers for this property and they would like to sell the entire piece of property. Mr. Bolser asked the Council if they would entertain the annexation of this small portion of property since about 2/3 of the property is already in the City. The City is already obligated to provide water and sewer to this property so it wouldn't cause an additional impact. Mr. Bolser explained that the reason this property is in the City, is that the City worked out arrangements with the Army to take over the Depot area. In order to do that, the area had to be annexed in to the City. There were some property owners that were not interested in being annexed which left a little peninsula that was not annexed at the time.

Mr. Baker asked if this area is already in the City's annexation plan. Mr. Bolser answered that it is, so the City won't have to amend the annexation plan.

The Council indicated they would like to annex this portion of property.

- Resolution 2019-65 A Resolution of the Tooele City Council Approving a Settlement Agreement and General Release with Charles and Crystal Lawrence
Presented by Roger Baker

Mr. Baker said that this agreement will allow a new subdivision to have a looped waterline. The waterline will cut across the north end of the golf course. The City would participate in the cost of that waterline at a cost of \$40,000.00. The City would receive a waterline easement at the completion of development.

- Resolution 2019-66 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Add a Golf Course Pavilion Rental Fee
Presented by Darwin Cook

Mr. Cook stated that a pavilion has been completed at the golf course. People have started to ask if they can rent the pavilion for events. This Resolution would set a fee so

that the public can rent the facility at \$200 a day. If the use is over 9:00 pm, there would be an additional fee of \$50 per hour. It also includes an offset fee for those that don't use the golf course's catering services at \$2 per chair.

Council Member McCall said that he didn't have a problem charging for use of the facility, but asked about special menus like roasting a pig. Could the golf course caterers do that, and if they couldn't, why would they be charged an offset fee? He stated that the catering services needed to be able to provide what the renters wanted. The Mayor stated that when the City had the tent, that offset fee was charged when outside food was brought in. This offset fee wouldn't be anything new. The Mayor added that people won't pay the offset fee if they're not using the tables and chairs. Mr. Cook said that when there is a tournament, there is not a rental fee. Council Member Pratt asked if the clubhouse would be open so that there was access to the restrooms. Mr. Cook said that it would be open.

Council Member Wardle asked why the fee was so much more than what is charged for other rentals, like the pool. Mr. Cook said that it was because the City doesn't want this to be the place to go to for events because golf is still going on. Council Member Wardle asked how the \$200 amount was determined. Chairman Pruden asked for research of what other cities charge, or justification for the \$200 amount. Council Member Wardle also asked for like comparisons.

Council Member Gochis asked what the capacity was, and if there was sufficient parking if there's a wedding and tournament at the same time. Council Member McCall stated that in the future the City needs to look at parking issues. Mr. Cook said that 200-240 is the capacity. Mr. Cook said that they won't schedule a wedding and tournament at the same time. Tournaments take priority. Council Member Wardle recommended that be included in the Ordinance or policy. Mr. Baker said it should be in the golf course policy.

It was decided to bring this matter back to the Council in October. Mr. Baker reminded staff and the Council that legally, when the City provides a service, we're only able to charge the cost of providing that service. He added that this is different because it's a good, not a service which allows the City to set the rate.

- Budget Item for Animal Control Vehicle
Presented by Mayor Debbie Winn

The Mayor stated that when the budget was discussed, the animal control vehicle was taken out of the budget. The day following the budget adoption, the animal control vehicle went out of service. The vehicle is a 2006 with over 100,000 miles. It has been repaired and is back on the road. The City just hired another animal control employee, who needs a vehicle.

Chief Kirby indicated that the vehicle was down for five days. Animal Control handles about 120 animal control calls a month. They are very active and busy. The Mayor stated that \$35,000 was originally put in the budget for an animal control vehicle. It is

desperately needed. The Chief added that the \$35,000 includes the cage, radio, and light bar for the vehicle. The Mayor recommended the payment come from the 41 fund, or from the snow plow trucks budget, because they came in under budget.

The Mayor indicated she would bring a budget adjustment request to the Council.

Chairman Pruden turned the time over to RDA Chairman Pratt for this portion of the meeting.

- RDA Resolution 2019-15 A Resolution of the Redevelopment Agency of Tooele City, Utah, Approving an Agreement for Snow Removal from Public Streets and Rights-of-Way Within Peterson Industrial Depot & Ninigret Depot
Presented by Mayor Debbie Winn

Mayor Winn stated that the previous agreement with the Peterson Industrial Depot (PID) for snow removal within the depot has worked very well. The contract has expired. The City put this out to bid, but received no bids back. In looking at the cost of vehicles, staff members, and overtime, Staff feels the City is getting a good deal with PID and recommends that the Board renew this agreement.

- Budget Study Groups
Presented by Chairman Steve Pruden

A form was passed out listing groups of departments, and areas for the Council to sign up for which group they would like. Chairman Pruden said that there were 16 spots, making about 3 groups for each Council member. After the Council chooses the groups, they will work out a time to meet with them.

4. Close Meeting to Discuss Litigation and Property Acquisition

Council Member Pratt moved to close the meeting. Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall “Aye,” Council Member Wardle “Aye,” Council Member Pratt “Aye,” Council Member Gochis “Aye,” and Chairman Pruden “Aye.”

The meeting closed at 6:07 p.m.

Those in attendance during the closed session: Mayor Winn, Paul Hansen, Michelle Pitt, Jim Bolser, Steve Evans, Glenn Caldwell, Roger Baker, Chief Ron Kirby, Kami Perkins, Darwin Cook, Council Member Wardle, Council Member Pratt, Council Member McCall, Council Member Gochis, and Chairman Pruden.

No minutes were taken on the closed meetings.

5. Adjourn

Council Member Pratt moved to close the meeting. Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall “Aye,” Council Member Wardle

“Aye,” Council Member Pratt “Aye,” Council Member Gochis “Aye,” and Chairman Pruden
“Aye.”

The meeting adjourned at 6:51 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 18th day of September, 2019

Steven Pruden, Tooele City Council Chairman