

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, October 2, 2024 at the hour of 7:00 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". If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecitey.gov anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Mayor's Youth Recognition Awards**
4. **Public Comment Period**
5. **Domestic Violence Awareness Month Proclamation**
Presented by Debbie Winn, Mayor
6. **Small Business Development Center Presentation**
Presented by Jess Clifford, SBDC Director Tooele Region
7. **Motion on Ordinance 2024-25** An Ordinance of the Tooele City Council Approving a Land Use Map Amendment Request by Julia Laboriel and GL Home Investments to Re-Assign the Land Use Designation for 9.81 Acres Located at Approximately 300 East 1000 North from Medium Density Residential to High Density Residential
Presented by Andrew Aagard, Community Development Director
8. **Public Hearing and Motion on Ordinance 2024-27** An Ordinance of Tooele City Amending the Street Light Utility Fee
Presented by Jamie Grandpre, Public Works Director
9. **Public Hearing and Motion on Ordinance 2024-28** An Ordinance of Tooele City Amending the Storm Water Mitigation Fee
Presented by Jamie Grandpre, Public Works Director
10. **Resolution 2024-80** A Resolution of the Tooele City Council Approving an Agreement with Cache Valley Electric Company for the Installation of a Traffic Signal at the Intersection of 1000 North and 520 East
Presented by Jamie Grandpre, Public Works Director

11. **Ordinance 2024-24** An Ordinance of Tooele City Amending Tooele City Code Section 10-2-8 Regarding Obstruction of Streets and Sidewalks
Presented by Roger Baker, City Attorney
12. **Resolution 2024-77** A Resolution of the Tooele City Council Approving an Agreement with American Chiller Mechanical Service for Boiler Replacement at the Tooele City Public Library
Presented by Darwin Cook, Parks and Recreation Director
13. **Resolution 2024-81** A Resolution of the Tooele City Council Approving an Agreement with England Construction for the Red Del Papa Park Water Project
Presented by Darwin Cook, Parks and Recreation Director
14. **Resolution 2024-78** A Resolution of the Tooele City Council Authorizing the Application for and Acceptance of Edward Byrne Justice Assistance Grant Funding for Police Department Equipment
Presented by Adrian Day, Police Chief
15. **Resolution 2024-79** A Resolution of the Tooele City Council Approving an Interlocal Agreement Between Tooele City and Tooele County for 2024 Byrne Justice Assistance Grant Funds
Presented by Adrian Day, Police Chief
16. **Invoices & Purchase Orders**
Presented by Michelle Pitt, City Recorder
17. **Minutes**
 - ~ September 18, 2024 Work Meeting
 - ~ September 18, 2024 Business Meeting
18. **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@tooelecity.gov, prior to the meeting.

TOOELE CITY CORPORATION

ORDINANCE 2024-25

AN ORDINANCE OF TOOELE CITY REASSIGNING THE LAND USE DESIGNATION FOR APPROXIMATELY 9.81 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 300 EAST 1000 NORTH FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO HIGH DENSITY RESIDENTIAL (HDR).

WHEREAS, Utah Code §10-9a-401, *et seq.*, requires and provides for the adoption of a “comprehensive, long-range plan” (hereinafter the “General Plan”) by each Utah city and town, which General Plan contemplates and provides direction for (a) “present and future needs of the community” and (b) “growth and development of all or any part of the land within the municipality”; and,

WHEREAS, the Tooele City General Plan includes various elements, including water, sewer, transportation, and land use. The Tooele City Council adopted the Land Use Element of the Tooele City General Plan, after duly-noticed public hearings, by Ordinance 2020-47, on December 16, 2020, by a vote of 5-0; and,

WHEREAS, the Land Use Element (hereinafter the “Land Use Plan”) of the General Plan establishes Tooele City’s general land use policies, which have been adopted by Ordinance 2020-47 as a Tooele City ordinance, and which set forth appropriate Use Designations for land in Tooele City (e.g., residential, commercial, industrial, open space); and,

WHEREAS, the Land Use Plan reflects the findings of Tooele City’s elected officials regarding the appropriate range, placement, and configuration of land uses within the City, which findings are based in part upon the recommendations of land use and planning professionals, Planning Commission recommendations, public comment, and other relevant considerations; and,

WHEREAS, Utah Code §10-9a-501, *et seq.*, provides for the enactment of “land use [i.e., zoning] ordinances and a zoning map” that constitute a portion of the City’s regulations (hereinafter “Zoning”) for land use and development, establishing order and standards under which land may be developed in Tooele City; and,

WHEREAS, a fundamental purpose of the Land Use Plan is to guide and inform the recommendations of the Planning Commission and the decisions of the City Council about the Zoning designations assigned to land within the City (e.g., R1-10 residential, neighborhood commercial (NC), light industrial (LI)); and,

WHEREAS, the City received an Amendment Petition for Land Use Map amendment for 9.81 acres of property located at approximately 300 East 1000 North on July 18, 2024, requesting that the Subject Property be reassigned from the MDR Land Use designation to the HDR Land Use designation (see Amendment Petition and map attached as Exhibit A, and Staff Report attached as Exhibit B); and,

WHEREAS, the Subject Properties are owned by Julia Laboriel and are currently designated as Medium Density Residential in the Land Use Element of the General Plan; and,

WHEREAS, the High Density Residential land use designation includes the MR-8, MR-12, MR-16 and MR-20 Multi-Family Residential Zoning districts; and,

WHEREAS, the MR Multi-Family Residential zones permit exclusively three or more attached residential units such as townhomes, condominiums and apartments; and,

WHEREAS, the Medium Density land use designation includes the R1-7, R1-8 and R1-10 Residential zoning districts; and,

WHEREAS, the Moderate Income Housing Plan, an element of the Tooele City General Plan, includes state mandated strategies that the City must employ to facilitate the construction of moderate income housing and that by amending the land use to HDR the City will be able to rezone to densities allowing the construction of a broader range of moderate income housing and fulfill the strategies mandated by the state; and,

WHEREAS, on September 11, 2024, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as Exhibit C); and,

WHEREAS, on September 18, 2024, the City Council convened a duly-noticed public hearing:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that:

1. this Ordinance and the Land Use Map amendment proposed therein is in the best interest of the City in that it will create additional opportunities to rezone to densities that will permit the construction of a greater range of moderate income housing; and,
2. enable and facilitate the construction of more housing units; and,
3. the Land Use map is hereby amended reassigning the Land Use designation to High Density Residential for approximately 9.81 acres of property located at approximately 300 East 1000 North, according to the map attached as Exhibit A and staff report attached as Exhibit B.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

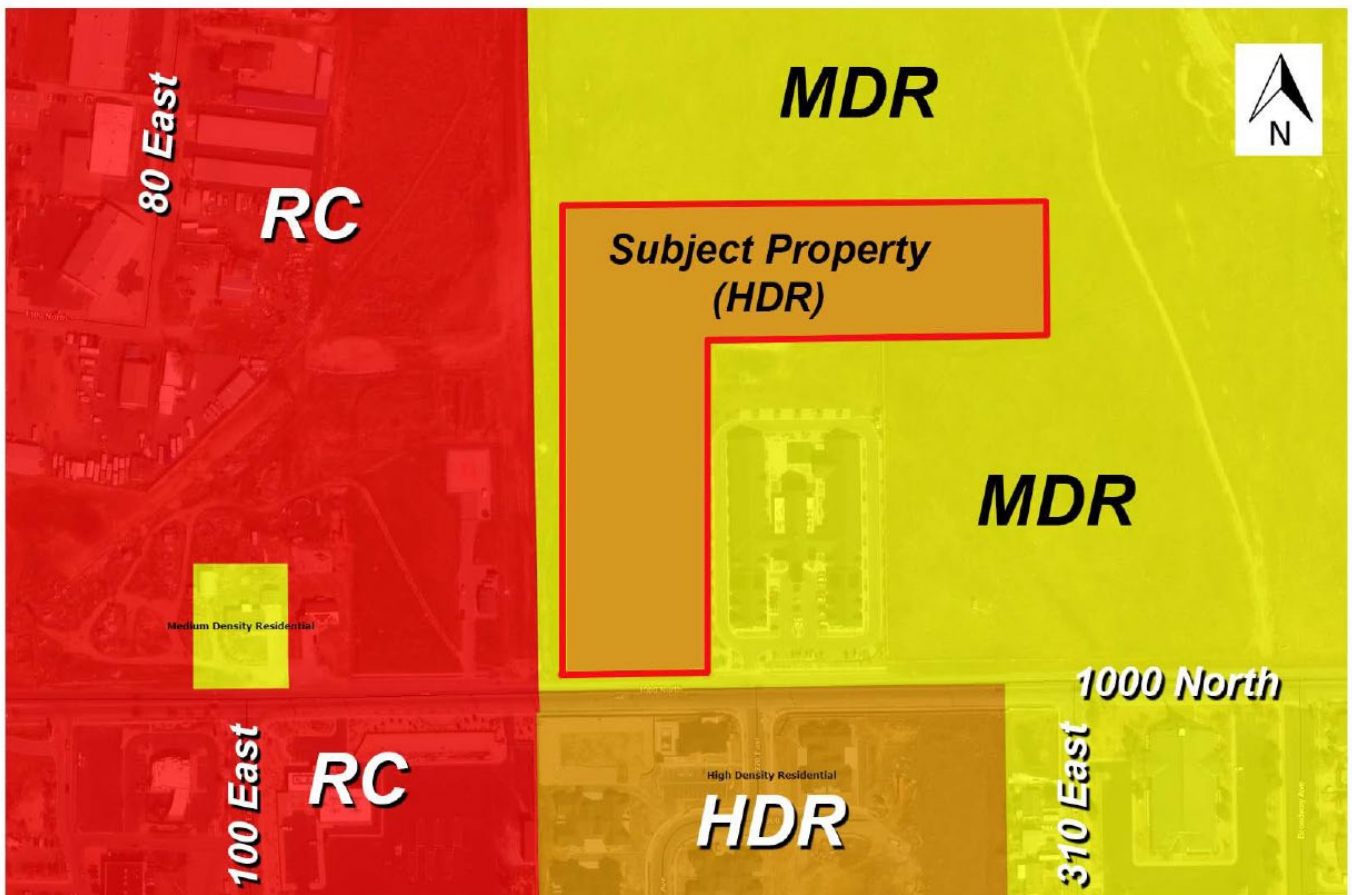
S E A L

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

Exhibit A

Petition and Mapping Pertinent to Land Use Map Amendment

Townhomes at 1000 North Land Use Map Amendment



Proposed Land Use

Exhibit B

Staff Report

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT the Tooele City Planning Commission will meet in a business meeting scheduled for **Wednesday, August 28, 2024** at the hour of 7:00 p.m. The meeting will be held in the City Council Chambers of Tooele City Hall, located at 90 North Main Street, Tooele, Utah.

We encourage anyone interested to join the Planning Commission meeting electronically through Tooele City's YouTube channel by logging onto www.youtube.com/@tooelecitey or searching for our YouTube handle **@tooelecitey**. If you would like to submit a comment for any public hearing item you may email pcpubliccomment@tooelecitey.gov any time after the advertisement of this agenda and before the close of the hearing for that item during the meeting. Emails will only be read for public hearing items at the designated points in the meeting.

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Public Hearing and Decision** – Application #2024-038, a request by Natsu Healthcare for Conditional use Permit approval to allow the operation of a medical clinic including social and medical detoxification services on property located at 1959 N. Aaron Drive in the Overlake Highway Commercial zoning district.
Jared Hall, City Planner presenting
4. **Public Hearing and Recommendation** – Application #2024-031, a request by Julia Laboriel and GL Home Investments to amend the Land use Map designation of 9.81 acres of property located at approximately 300 East 1000 North from Medium Density Residential to High Density Residential.
Jared Hall, City Planner presenting
5. **City Council Reports**
6. **Review and Approval** – Planning Commission Minutes for the meeting held on August 14, 2024.
7. **Adjourn**

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Jared Hall, Tooele City Planner prior to the meeting at (435) 843-2132.

STAFF REPORT

August 23, 2024

To: Tooele City Planning Commission
Business Date: August 28, 2024

From: Planning Division
Community Development Department

Prepared By: Jared Hall, City Planner / Zoning Administrator

Re: Townhomes at 1000 North – Land Use Map Amendment Request

Application No.: 2024-031
 Applicant: Julia Laboriel, GL Home Investments
 Project Location: Approximately 300 East 1000 North
 LU Designation: Medium Density Residential
 Current Zoning: RR-5, Rural Residential
 Acreage: 9.81 acres
 Request: Land Use Map Amendment to High Density Residential

BACKGROUND

The applicant is requesting an amendment to the Land Use Map of the General Plan, re-assigning the 9.81-acre subject property from the Medium Density Residential (MDR) designation to the High Density Residential (HDR) designation in order to facilitate a potential change of zoning that would allow development of townhomes on the property. The HDR designation would align with multi-family zones, allowing higher density residential uses such as townhomes, apartments and condominiums.

ANALYSIS

General Plan Considerations. Land Use Map designations are intended in part to help inform and guide decisions related to the zoning of properties. Different land use designations support some zoning types over others. The current Land Use Map designation of the subject property is Medium Density Residential (MDR).

Preferred Zoning Districts, by Land Use Designation			
Medium Density Residential, 0.6 – 3.5 dwelling units per acre	R1-10	R1-8	R1-7
High Density Residential, 8-20 dwelling units per acre	MR-8	MR-16	MR-20

Zoning districts supported by the requested HDR designation are the MR-8, MR-12, MR-16 and MR-20, Multi-Family Residential zoning districts. Single family homes and duplex type residential units are not permitted in the MR zoning districts.

Properties to the east and north are designated MDR. Properties to the west are designated Regional Commercial (RC). Crossing 1000 North, the properties to the south are designated HDR. The applicant would argue that this request represents a natural expansion of that designation, allowing higher density zoning

adjacent to the Commercial development to the west. Additionally, it should be noted that there is a higher density residential senior living community to the south and a nursing home immediately adjacent. Not far to the north is Western Acres, a large higher density residential townhome development. Western Acres will not extend south to the subject property but it will be close to it. There are no existing single-family residential subdivisions within close proximity to the subject property.

Goals & Objectives. The Land Use Map is a part of the Land Use Element of the General Plan. The Land Use Element includes general goals and objectives as well as several more goals that are more specific to the requested High Density category itself. In reviewing the Land Use Element, staff suggests that the following goals and objectives could be considered as they relate to the current proposal.

- From the High Density Residential Land Use Category: *“Developments in these areas should be situated in close proximity to recreation facilities, services, schools, transit opportunities, commercial centers, and employment centers...”*

“These areas should provide a buffer to single-family neighborhoods and be integrated between those and surrounding nonresidential uses.”

The subject property is located adjacent to land that is designated RC, and is zoned Light Industrial (LI). The proposed change may support these statements linked to the requested High Density Residential designation.

- From the General Land Use Goals and Objectives, Goal #4: *“Maintain a balance of land uses that support a high quality of life, a diverse economic base, and a rich mixture of housing and leisure opportunities.”*

The proposed change is in support of higher density residential uses that would align with those to the south and north, and could be viewed as forming an appropriate transition from the commercial/industrial development to the west and the single-family detached uses further east. The proposed re-assignment of this property to HDR could be viewed as supporting this goal.

Zoning. The subject property is currently zoned Rural Residential, RR-5. As discussed previously, the proposed reassignment from MDR to HDR would support zoning changes to multi-family zones as opposed to single-family zones.

Criteria for Approval. The criteria for review and potential approval of a Land Use Map Amendment request is found in Section 7-1A-3 of the Tooele City Code. This section depicts the standard of review for such requests as:

- (1) In considering a proposed amendment to the Tooele City General Plan, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
 - (a) The effect of the proposed amendment on the character of the surrounding area;
 - (b) Consistency with the General Plan Land Use Map and the goals and policies of the General Plan and its separate elements;
 - (c) Consistency and compatibility with the existing uses of adjacent and nearby properties;
 - (d) Consistency and compatibility with the possible future uses of adjoining and nearby properties as identified by the General Plan;
 - (e) The suitability of the properties for the uses requested vis-à-vis the suitability of the properties for the uses identified by the General Plan; and

- (f) The overall community benefit of the proposed amendment.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Land Use Map Amendment submission and has issued the following comments:

1. The proposed change can be viewed as aligned with and supporting objectives and goals of the General Plan regarding higher density uses being located near services and transportation corridors.
2. The proposed change can be viewed as aligned with and supporting objectives and goals of the General Plan regarding higher density uses providing buffers between lower density residential uses and non-residential uses.
3. The proposed change can be viewed as supporting a more diverse range of housing for the larger area, and places that density within close proximity to the area's major transportation route, SR-36 and to the services along that route and immediately adjacent.

Engineering Review & Public Works Review. The Tooele City Engineering Division and Public Works Department have concerns about providing water for additional density where no current zoning exists.

Fire Department Review. *The Fire Department had no comments about this application.*

Noticing. Notice of the public hearing has been publicly posted and properly issued to area property owners in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

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

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

1. The effect of the proposed application on the character of the surrounding area.
2. The degree to which the proposed application is consistent with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed application is consistent with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed application is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the properties for the uses proposed.
6. The degree to which the proposed application will or will not be deleterious to the health, safety, and general welfare of the general public or the residents of adjacent properties.

7. The degree to which the proposed application conforms to the general aesthetic and physical development of the area.
8. Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Whether or not public services in the area are adequate to support the subject development.
11. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for application number 2024-031: the request by Julia Laboriel and GL Home Investments to amend the Land Use Map designation of the 9.81-acre property located at approximately 300 East and 1000 North from Medium Density Residential to High Density Residential based on the following findings and conditions:”

1. List findings and any conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for application number 2024-031: the request by Julia Laboriel and GL Home Investments to amend the Land Use Map designation of the 9.81-acre property located at approximately 300 East and 1000 North from Medium Density Residential to High Density Residential based on the following findings:”

1. List findings...

Exhibit C

Planning Commission Minutes

TOOELE CITY CORPORATION

ORDINANCE 2024-27

AN ORDINANCE OF TOOELE CITY AMENDING THE STREET LIGHT UTILITY FEE.

WHEREAS, on January 20, 2016, the City Council approved Ordinance 2016-02 implementing a street light utility fee and creating a street light utility fund; and,

WHEREAS, the initial street light utility fee was set at \$2.00 per month billed to each active utility account, both residential and non-residential; and,

WHEREAS, the City’s financial advisor LRB (Lewis Robertson Burningham) conducted a fee study to update the street light utility fee; and,

WHEREAS, LRB recommends the street light utility fee be updated as shown below; and,

Assumptions								
Bond Proceeds				\$0	\$0	\$0	\$0	\$0
Street Lighting Charge Increase				75.00%	28.00%	3.00%	3.00%	3.00%
Rate Analysis	2023	2024	2025	2026	2027	2028	2029	2030
Calculated Accounts	10,830	11,047	11,042	11,152	11,264	11,377	11,491	11,606
Street Lighting Charge per Account	\$2.00	\$2.00	\$2.00	\$3.50	\$4.48	\$4.61	\$4.75	\$4.90

WHEREAS, LRB presented the proposed fee increase during the City Council’s public work meeting on September 18, 2024; and,

WHEREAS, on October 2, 2024, the City Council convened a public hearing:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the street light utility fee is hereby updated conforming to the table above, with the new fee being \$3.50 per month per utility account, with automatic increases as shown.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and its residents and businesses. The updated fee shall become effective on January 1, 2025, 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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

TOOELE CITY CORPORATION

ORDINANCE 2024-28

AN ORDINANCE OF TOOELE CITY AMENDING THE STORM WATER MITIGATION FEE.

WHEREAS, on May 5, 2004, the City Council approved Ordinance 2004-06 implementing a storm water mitigation fee; and,

WHEREAS, the initial storm water mitigation fee was set at \$3.00 per month billed to each household, with variations depending on zoning, use, and site acreage; and,

WHEREAS, the City’s financial advisor LRB (Lewis Robertson Burningham) conducted a fee study to update the storm water mitigation fee; and,

WHEREAS, LRB recommends the storm water mitigation fee be updated with the tiered fees shown below; and,

Assumptions								
Bond Proceeds				\$0	\$0	\$0	\$0	\$0
Universal Rate Increase				28.00%	28.00%	28.00%	28.00%	28.00%
Demand Analysis	2023	2024	2025	2026	2027	2028	2029	2030
Total Accounts	159,985	160,785	162,393	164,017	165,657	167,314	168,987	170,677
Proposed Rate Increase								
Proposed Rates								
R1 Zone (5.5 units)	\$3.00	\$3.00	\$3.00	\$3.84	\$4.92	\$6.29	\$8.05	\$10.31
MDR Zone (8 units)	\$3.00	\$3.00	\$3.00	\$3.84	\$4.92	\$6.29	\$8.05	\$10.31
HDR Zone (16 units)	\$2.10	\$2.10	\$2.10	\$2.69	\$3.44	\$4.40	\$5.64	\$7.22
Commercial Property (<1 acre)	\$10.00	\$10.00	\$10.00	\$12.80	\$16.38	\$20.97	\$26.84	\$34.36
Commercial Property (1-5 acres)	\$25.00	\$25.00	\$25.00	\$32.00	\$40.96	\$52.43	\$67.11	\$85.90
Commercial Property (5-10 acres)	\$50.00	\$50.00	\$50.00	\$64.00	\$81.92	\$104.86	\$134.22	\$171.80
Commercial Property (10-15 acres)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Commercial Property (>15 acres)	\$100.00	\$100.00	\$100.00	\$128.00	\$163.84	\$209.72	\$268.44	\$343.60

WHEREAS, LRB presented the proposed fee increase during the City Council’s public work meeting on September 18, 2024; and,

WHEREAS, on October 2, 2024, the City Council convened a public hearing:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the storm water mitigation fee is hereby updated conforming to the table above, with automatic increases as shown.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and its residents and businesses. The updated fee shall become effective on January 1, 2025, 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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

TOOELE CITY CORPORATION

RESOLUTION 2024-80

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH CACHE VALLEY ELECTRIC COMPANY FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF 1000 NORTH AND 520 EAST.

WHEREAS, after thorough study, Tooele City has decided to install a traffic signal (“Project”) at the intersection of 1000 North Street and 520 East Street; and,

WHEREAS, Cache Valley Electric Company has submitted a cost proposal for the Project of \$147,601 (see Exhibit A); and,

WHEREAS, the notice and bidding requirements of UCA Section 72-6-108 are not required because the Project cost does not exceed the threshold established in UCA Section 72-6-109; and,

WHEREAS, the notice and bidding requirements of the Tooele City Purchasing Policies and Procedures (adopted 2022) do not apply because Cache Valley is a State-approved contractor; and,

WHEREAS, the agreement with Cache Valley is attached as Exhibit A; and,

WHEREAS, City Council approval of this agreement is required by City Purchasing Policies and Procedures because the Project cost exceeds \$30,000:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement attached as Exhibit A is hereby approved, and that the Mayor is authorized to execute the agreement.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2024.

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

Agreement and Cost



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and Cache Valley Electric Company of 1338 S Gustin Rd. Salt Lake City, Utah 84104, a(n) corporation, (hereinafter “Contractor”) enter into this Agreement on the 4th day of October, 2024 (the “Effective Date”).

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

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

See attached Proposal/Contract for the 1000 North 520 East Traffic Signal Installation – Attachment 1
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **\$147,601.00** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **April 2, 2025**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers’ Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers’ Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased

and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

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

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney
(Revised 04/27/2023)

TOOELE CITY CORPORATION

ORDINANCE 2024-24

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 10-2-8 REGARDING OBSTRUCTION OF STREETS AND SIDEWALKS.

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah's charter cities, including Tooele City, "the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law"; and,

WHEREAS, UCA Section 10-8-84 enables Tooele City to "pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city"; and,

WHEREAS, UCA Chapter 41-6a is known as the Utah Traffic Code; and,

WHEREAS, TCC Section 10-2-1 adopts the Traffic Code "as if fully set forth in this city code"; and,

WHEREAS, UCA Section 41-6a-1009 addresses the use of roadways by pedestrians and drivers and prohibits certain pedestrian and driver activities within the roadways; and,

WHEREAS, the term "highway" as used in UCA Chapter 41-6a is defined in UCA Section 41-6a-102(30) and means "the entire width between property lines of every way or place of any nature when any part of it is open to the use of the public as a matter of right for vehicular travel" and includes local roadways; and,

WHEREAS, UCA Chapter 72-1 is known as the Utah Department of Transportation Administration Act; and,

WHEREAS, the term "highway" is further defined in UCA Section 72-1-102 to mean "any public road, street, alley, lane, court, place, viaduct, tunnel, culvert, bridge, or structure laid out or erected for public use, or dedicated or abandoned to the public, or made public in an action for the partition of real property, including the entire area within the right-of-way" and includes local roadways; and,

WHEREAS, UCA Chapters 41-6a and 72-1 give roadway regulatory authority to "highway authorities" which are defined in UCA Section 72-1-102 to mean "the legislative, executive, or governing body of a . . . municipality"; and,

WHEREAS, to be eligible for shelter city fund reimbursements, Tooele City enacted an ordinance prohibiting conduct that impedes or blocks traffic in violation of UCA Section 41-6a-1009(4), which reads in pertinent part as follows, with bold emphases added:

- (4)
- (a) An individual may not impede or block traffic within any of the following: ...
 - (v) a highway, as defined in Section 72-1-102, that:
 - (A) is paved and has a speed limit of 35 miles per hour or higher; [or]
 - (B) has a median, whether elevated or flat ...
 - (b) The locations described in Subsection (4)(a) include:
 - (i) shoulder areas, as defined in Section 41-6a-102;
 - (ii) on-ramps;
 - (iii) off-ramps; and
 - (iv) an area between the roadways of a divided highway, as defined in Section 41-6a-102.
 - (c) The locations described in Subsection (4)(a) do not include sidewalks, as defined in Section 41-6a-102.
 - (d) **Conduct that may impede or block traffic includes:**
 - (i) **while a pedestrian, accepting, transacting, exchanging, or otherwise taking possession or control of money or property from a person within a motor vehicle** while that motor vehicle is within an area described in Subsection (4)(a); or
 - (ii) **while a driver or passenger of a motor vehicle ... accepting, transacting, exchanging, or otherwise taking possession or control of money or property from a pedestrian.**
 - (e) Conduct that impedes or blocks traffic does not include:
 - (i) the conduct described in Section 41-6a-209 or other lawful direction of a peace officer;
 - (ii) conduct or actions resulting from a traffic accident, medical emergency, or similar exigent circumstance, including:
 - (A) exchanging insurance information; or
 - (B) exchanging contact information; or
 - (iii) conduct or actions that occur while the motor vehicle is legally parked.
 - (f) **A county or municipality may adopt a resolution, ordinance, or regulation prohibiting conduct in locations described in Subsections (4)(a) and (b) within any of the roadways under its jurisdiction.**

WHEREAS, Tooele City Council has previously adopted TCC Section 10-2-8, prohibiting the unlawful transfer or exchange on a high-volume roadway, and identified eighteen (18) high-volume roadways in Tooele City;

WHEREAS, as Tooele City continues to expand with new growth, existing roadways, not previously identified as a high-volume roadway, are seeing an increase in traffic use, and it is therefore, in the best interest of Tooele City to maintain awareness of high-use roadways and to identify such roadways with high-volume usage and to amend TCC Section 10-2-8 as necessary and appropriate;

WHEREAS, the street of 100 East, from the intersection of East 1000 North to East Utah Avenue, is a road which currently sees a high-volume of traffic and will continue to do so with new growth of businesses and residents in the city. The following examples are not an exclusive list, but provide a description of the traffic demands along the route:

1. TCC Section 10-2-8 currently identifies the roadways of Utah Avenue, 1000 North, 400 North, and 600 North as high-volume roadways, each of which intersects Main Street (SR-36) east and west. 100 East runs parallel to Main Street, traveling north and south, intersecting the aforementioned streets.

2. 100 East is used by many residents as an alternative route to access businesses and housing along and across Main Street, instead traveling on Main Street directly;
3. 1000 North and 100 East are used by many as an alternative route to access the commercial merchants in the area of 970 N Main Street (i.e., Macey's, Harbor Freight, McDonald's, Dollar Tree, etc.) by entering/exiting the parking areas from 1000 North or 100 East. The intersection of 1000 North and 100 East is under construction for a new locally-operated signal light. The signal light is going to alleviate congestion for travelers on 100 East attempting travel east or west on 1000 N, and travelers westbound on 1000 N attempting to turn south onto 100 E;
4. The site of Tooele City's third Fire Station is located approximately 350 feet east of the 1000 N/100 E intersection; 1000 North and 100 East will be used by Fire personnel and Fire vehicles when responding to emergency service calls, contributing to the volume of traffic;
5. Scholar Academy is a charter elementary school located at 928 North 100 East; there is increased traffic on 100 E during the morning drop-off and afternoon pick-up times from the school, and/or special events at the school when parents are invited to attend. Furthermore, parents also park on 100 East while waiting for children after school or when visiting the school, as parking is limited at Scholar Academy, thereby causing some congestion on the roadway;
6. A four-way all-stop intersection at the crossroads of 400 North and 100 East was necessary to ease traffic congestion of vehicles waiting on 100 East to cross, or merge into, traffic east- and west-bound on 400 N. This change was implemented in approximately late-July 2024;
7. The intersection of Utah Avenue and 100 East is the southern-most point of the proposed high-volume usage road; and,
8. Tooele City Police Department's east exit for law enforcement vehicles is located on 100 E. Furthermore, the access point for evidence releases is also located on 100 E.

WHEREAS, the intersection of 700 South is proposed as another high-volume roadway;

1. 700 South connects at Main Street (SR-36) to the East and acts as a thoroughfare for travelers accessing residences on the south-end of town or to connect with Tooele Blvd.;
2. Where 700 South intersects Main Street there is a curvature in the road, running along the approximately 630 feet long historical spillway/drainage basin to the

north. Should a flood or high-drainage flow come, this area is potentially dangerous for pedestrians in or around the drainage basin. Also, the curvature creates line-of-site difficulties that would render the exchanges prohibited herein that much more dangerous; and,

3. 700 South's western-most point intersects at Tooele Boulevard, along which the campuses for Utah State University - Tooele Campus, Tooele Community Learning Center, and Tooele Technical College are located in addition to several other businesses. These properties along Tooele Blvd. have only three access points: 700 South, Vine Street (a high-volume roadway), or Utah Avenue (a high-volume roadway). 700 S becomes a critical third high-volume route to access Tooele Blvd.

WHEREAS, business, transactions, or exchanges such as those described in UCA Section 41-6a-1009(4) could impede the flow of traffic, creating threats to pedestrians, vehicular travelers, and responses by emergency personnel, it is proposed that 100 East and 700 South be designated as high-volume roadways and included in TCC 10-2-8.

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that Tooele City Code Section 10-2-8 is hereby amended as shown below:

10-2-8. Unlawful transfer or exchange on a High-volume Roadway.

(1) For the purpose of this Section, the term "High-volume Roadway" means any property in or within 10 feet of the right-of-way of the following roadways, including but not limited to access drives, drive approaches, or curb cuts affording access to the roadways:

- a. SR-36 (Main Street)
- b. SR-112
- c. Vine Street
- d. Utah Avenue
- e. 400 North
- f. 600 North
- g. 1000 North
- h. 1280 North
- i. 2000 North
- j. 2400 North
- k. 3100 North
- l. Droubay Road
- m. Industrial Loop Road
- n. 400 West (Franks Drive)
- o. Coleman Street
- p. Skyline Drive
- q. Broadway
- r. 520 East (7th Street)
- s. 100 E (from 1000 N to Utah Avenue)
- t. 700 South

(2) It is unlawful for any person to give, attempt to give, receive, attempt to receive, obtain, or attempt to obtain possession or control of any money, property, item, or thing from a person in a motor vehicle on a High-volume Roadway.

(3) It is unlawful for any driver, passenger, or person in a motor vehicle on a High-volume Roadway to give, attempt to give, receive, attempt to receive, obtain, or attempt to obtain possession or control of any money, property, item, or thing to any person, or to exit a motor vehicle while the motor vehicle remains on a High-volume Roadway in order to do the same.

(4) Actions described in subsections (2) and (3) are deemed to constitute an obstruction of High-volume Roadways and to create a serious public safety hazard.

(5) Actions that would otherwise violate this Section do not violate this Section if they are done as a result of a medical emergency, a traffic accident, or at the direction of a peace officer or other traffic control official in the course of performing his or her duties.

(6) Violation of this Section is a class "C" misdemeanor.

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 _____, 2024.

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 2024-77

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH AMERICAN CHILLER MECHANICAL SERVICE FOR BOILER REPLACEMENT AT THE TOOELE CITY PUBLIC LIBRARY.

WHEREAS, the Tooele City Public Library was constructed more than 20 years ago, and contains the original boiler equipment, which has depreciated due to age and use to where it is antiquated and needs to be replaced; and,

WHEREAS, the City has selected American Chiller Mechanical Service to perform the work, in the amount of \$83,600, and because American Chiller is a State of Utah-approved contractor, no further bidding is required by Utah statute or Tooele City policy; however, the City did obtain another company quote, which was substantially higher; and,

WHEREAS, proper functioning of the Library boiler equipment is important to the operation of City government functions and to the services provided to the public; and,

WHEREAS, the Tooele City Code requires all claims against the City of \$30,000 and higher to be approved by the City Council; and,

WHEREAS, the agreement is in the best interest of the health, safety, and welfare of the residents and businesses of the City and of the City employees:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement (Exhibit A) with American Chiller Mechanical Service is hereby approved, and that the Mayor is hereby authorized to sign 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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

American Chiller Agreement – Library



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **American Chiller Mechanical Service of 2714 N. Lake Rd., Genola, UT 84655, PO Box 954 Riverton, UT 84065** (hereinafter “Contractor”) a(n) LLC enter into this Agreement on the **17th** day of **September, 2024** (the “Effective Date”).

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

Services (Scope of Work). The Contractor shall provide the following services to the City: **AC control and boiler upgrade at Tooele City Library located at 128 W Vine, Tooele, UT 84074**

- Remove existing boiler, expansion tank, air separator, existing controls, valves, controls, gateways, routers, front-end controller and zone/area thermostats.
- Install two new 399k BTU high efficiency boiler system, with boilers installed in series to provide redundancy and efficiency. Install all new secondary pump, identical in size to the primary, to serve as a reliable backup.
- Installation of a bypass filter within the boiler system to effectively remove particulates and ensure cleaner operation.
- Install Carrier I-View Controls to run boiler and integrated pump systems, maintain proper flow, maintain temperature set points, including graphics and licensing for remote access and control.
- Complete inspection, startup and successful testing of new system to provide a seamless transition to a more efficient and reliable heating system with minimal disruption to the Library.
- Complete training for owner and operators of system.
- Contractor responsible for removal of existing fixtures from facility.
- Contractor responsible for job site safety, proper containment of work area and equipment.
- Contractor will remove any and all debris from the site and will be responsible for maintaining and clean construction area. Proper marking and tagging of area and items required.
- Contractor will be responsible to consult with city electrician for any electrical connections and/or electrical controls and electrical circuits.

1. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
2. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **\$83,600.00** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
3. Term of Agreement. Contractor shall fully perform the Services by **December 31, 2024**.
4. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.

5. Indemnification and Insurance.

- a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
- b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
- c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.
- d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
- e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
- f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.

8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

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

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature

Print Name/Title:_____

Attest:

Michelle Y. Pitt, Tooele City Recorder

Approved as to form:

SEAL

Roger Evans Baker, Tooele City Attorney
Revised 04/27/2023)



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date

TOOELE CITY CORPORATION

RESOLUTION 2024-81

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH ENGLAND CONSTRUCTION FOR THE RED DEL PAPA PARK WATER PROJECT.

WHEREAS, the City desires to install a water meter and a pressure reducing zone/valve (“Project”) at Red Del Papa Park; and,

WHEREAS, the City bid the Project in accordance with the Tooele City Purchasing Policies and Procedures (adopted 2022); and,

WHEREAS, the City was not required to following the notice and bidding requirements of UCA Section 11-39-103 because the project cost is beneath the statutory threshold; and,

WHEREAS, England Construction submitted a cost proposal for the Project of \$99,300, which is the lowest responsible responsive bid (see bid comparison attached as Exhibit A); and,

WHEREAS, the agreement with England Construction is attached as Exhibit B; and,

WHEREAS, City Council approval of ths agreement is required by City Code because the Project cost exceeds \$30,000:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement, attached as Exhibit B, with England Construction for the Project, in the amount of \$99,300, is hereby approved, and that the Mayor is hereby authorized to execute it.

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 _____, 2024.

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 Comparison

**2024 Red Del Papa
Meter & RPZ Installation Project, Bid Results**

CONTRACTOR	TOTAL BID AMOUNT
Broken Arrow	\$109,500.00
England Construction	\$99,300.00

Exhibit B

Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and ENGLAND CONSTRUCTION LLC of P.O. Box 640, Tooele, Utah 84074, a Limited Liability Corporation, (hereinafter “Contractor”) enter into this Agreement on the ____ day of _____, 2024 (the “Effective Date”).

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

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

The Project consists of furnishing and installing a four-inch (4”) meter vault and reduced pressure backflow station at the Red Del Papa Park, owned by Tooele City Corporation.

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of Ninety-Nine Thousand Three Hundred Dollars (\$99,300.00) for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by October 31, 2024.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their

employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

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

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

TOOELE CITY CORPORATION

ENGLAND CONSTRUCTION

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title:_____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney
(Revised 09/26/2024)



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date

TOOELE CITY CORPORATION

RESOLUTION 2024-78

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

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

WHEREAS, the Department desires to benefit from a drug-detection canine to combat the rise of drug trafficking; and,

WHEREAS, the Bureau of Justice Assistance, Office of Justice Programs (OJP), U.S. Department of Justice has announced that \$18,777 in Edward Byrne Justice Assistance Grant funding has been set aside for the Department to purchase the Vehicle; and,

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

WHEREAS, this Resolution and the funding it authorizes are in the best interest of Tooele City and further the public health, safety, and welfare:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Tooele City, by and through the Tooele City Police Department, is hereby authorized to apply for and to accept the award of Edward Byrne Justice Assistance Grant funding for the purpose of a drug-detection canine to combat the rise of drug trafficking.

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 _____, 2024.

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 2024-79

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT BETWEEN TOOELE CITY AND TOOELE COUNTY FOR 2024 BYRNE JUSTICE ASSISTANCE GRANT FUNDS.

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

WHEREAS, the Bureau of Justice Assistance, Office of Justice Programs (OJP), U.S. Department of Justice has announced that \$18,777 in Edward Byrne Justice Assistance Grant funding has been set aside for the Department for a police motorcycle, as described in Resolution 2024-78; and,

WHEREAS, the City Council approved the grant funding by way of Resolution 2022-66; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the interlocal agreement attached as Exhibit A is hereby approved, and that the Mayor is hereby authorized to sign the same.

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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Interlocal Agreement

THE STATE OF UTAH
COUNTY OF TOOELE

KNOW ALL BY THESE PRESENT

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

2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of July, 2022, by and between The COUNTY of Tooele, acting by and through its governing body, the County Council, hereinafter referred to as COUNTY, and the CITY of Tooele, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Tooele County, State of Utah, witnesseth:

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

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

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

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

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

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

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

Section 2.

COUNTY agrees to use \$ 0 for the 2022 Edward Byrne Program until September 30, 2023.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

The terms of this agreement shall be coterminous with the 2022 Edward Byrne Justice Assistance Grant (JAG) program and Tooele City.

CITY OF TOOELE

COUNTY OF TOOELE

Debra E. Winn, Mayor

James A. Welch, County Manager

ATTEST:

Michelle Y. Pitt, City Recorder

Colin Winchester, Deputy County Attorney

Approved as to Form:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

09/23/24

DESCRIPTION OF EXPENDITURE:

VENDOR: WEIDNER

V# 08538

FIRE DEX 5-ALARM TG71 CUSTOM TURNOUT GEAR

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
SPECIAL DEPARTMENT SUPPLIES	10 4222 481000	82,000.00	15,200.00	34,201.11	32,598.89
					0.00
TOTAL:				34,201.11	

REQUESTED *Is Matt Neely*
DEPARTMENT HEAD

REVIEWED *Shanna Wimmer*
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

WEIDNER

135 West 7065 South Ph 801-565-9595
 Midvale, UT 84047 Fx 801-565-9598
 www.weidnerpro.com accounting@weidnerpro.com

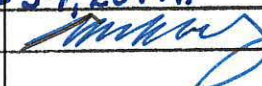
Invoice

Date	Invoice #
9/18/2024	69459

Bill To
Tooele City Fire Department 90 N Main Street Tooele, UT 84074

Ship To
Tooele City Fire Department 90 N MAin St. Tooele, UT 84074

P.O. Number	S.O. No.	Terms	Rep	Ship	Via	F.O.B.
VERBAL MCCOY 5.17.24		NET 30 DAYS	JC	9/18/2024	UPS	Origin

Quantity	Description	Price Each	Amount
10	5-Alarm TG71 - (Tooele) - Fire Dex 5-Alarm TG71 Custom Turnout Spec, Outershell: 6.5 oz. TECGEN71 GOLD, Thermal Liner: 5.6 oz. COREEXP 1-Layer, Moisture Barrier: 5.5oz. STEDAIR4000	3,395.00	33,950.00
1	Shipping Charges	251.11	251.11
<p>VENDOR# <u>08538</u></p> <p>REQ# _____</p> <p>P.O.# _____</p> <p>DEPT# <u>10-4222-481000</u></p> <p>DATE: <u>9-19-24</u></p> <p>AMOUNT: <u>\$34,201.11</u></p> <p>SIGNATURE: </p>			

** PLEASE NOTE: PAST DUE INVOICES MAY BE SUBJECT TO A 3% FINANCE CHARGE**

We accept all major credit cards. Please note that a convenience fee of 3.5% will be

Total	\$34,201.11
Payments/Credits	\$0.00
Balance Due	\$34,201.11

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

Date: Wednesday, September 18, 2024

Time: 5:30 p.m.

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

City Council Members Present:

Maresa Manzione

Justin Brady

Ed Hansen

David McCall

City Council Members Excused:

Melodi Gochis

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Roger Baker, City Attorney

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

John Perez, Economic Development Director

Minutes prepared by Katherin Yei

1. Open City Council Meeting

Chairman Brady called the meeting to order at 5:39 p.m.

2. Roll Call

Maresa Manzione, Present

Justin Brady, Present

Ed Hansen, Present

David McCall, Present

Melodi Gochis, Excused

3. Mayors report

Mayor Winn shared the following information:

The traffic signal is up to near the new fire station.

4. Council Member's Report

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

5. Discussion Items

A. Storm Water and Street Light Fees

Presented by Shannon Wimmer

Ms. Wimmer presented updated storm water and street light fees. The storm water is \$3 per month with the proposed to \$3.80 per month. The street light fees are currently \$2 per month with the proposed to \$3.50.

Mr. Philpot presented the storm water and street lights study.

The Council asked the Following questions:

Are the street light fees to replace lights and maintenance?

Is there a potential with added development, will the cot go down?

Mr. Philpot addressed the Council's questions. It is an operation expense, but the replacement cost is built in.

Ms. Wimmer addressed the Council. Once these are adopted, there would be a 90-day noticing period. These costs are for the current projects.

B. Land Use Map Amendment for Property Located at Approximately 300 East 1000 North to Re-Assign the Land Use Designation from Medium Density Residential (MDR) to High Density Residential (HDR)

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a Land Use Map Amendment for 9 acres located 300 East 1000 North. The applicant is requesting to change the Land Use Map from Medium Density Residential to High Density Residential. High Density Housing does not always equal affordable housing. High density housing is based on the needs of the community. The City needs to look at the proximity to transportation corridor and commercial center.

The Council asked the Following questions:

Is the applicant going to build townhomes in this location?

Does the City need more of these kinds of housing?

What is the rate of single-family homes to multi-family homes?

Is there water with this property?

Mr. Aagard addressed the Council. The applicant is intending to build townhomes. They do not have water. From observation, Tooele City is 60% of multi-family and 30% dingle family homes. The developer wants to make the property more marketable.

C. Land Use Map Amendment for Property Located at Approximately 105 East 1000 North to Re-Assign the Land Use Designation from Regional Commercial (RC) to Mixed Use (MU)

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a Land Use Map amendment for the property located at 105 East 1000 North to re-assign the Land Use Designation from Regional Commercial to Mixed Use. The applicant would like to see condos and work spaces. This will permit a live-work type of housing on the property.

The Council asked the Following questions:

Is mixed-use the best type of zone for this development?

Is there a way to guarantee that business is maintained on the bottom level?

If a business goes under, does the owner have to sell their home?

How is parking managed?

Does the development have water?

Mr. Aagard addressed the Council. The mixed-use would work but it is not the best option. Staff could update the mix-use or write a new zone. To enforce businesses, they could write it in the code. There are some situations which the business owners are different from the home owner.

Mr. Baker addressed the Council. This would be a great project to create the exact zone the Council wants for this project.

The applicant addressed the Council in regard to the project. This model has been built in other cities and has been successful. This product fails when the upstairs is an apartment and the bottom is a lease. When they are able to do a single tax ID, they can apply for multiple loans and successful for small business owners. There is overflow parking available, personal parking, and business parking spots. They do not have water.

D. Discussion on Proposed Amendments to Tooele City Code 7-4-9; Parking Lots, Tooele City Code 7-19-26; Park Strip Landscaping in Commercial and Industrial Subdivisions, and 7- 16-4; Table of Development Standards, Regarding Changes to the Landscaping Requirements for Properties Located in the Industrial Zoning District.

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented an amendment to Tooele City Code in regards to parking lots, park strips landscaping, development standards in the Commercial and Industrial zones. Staff is proposing the following changes: eliminate landscaping and tree requirement on park strips, amend titles to include LI and IS zones, requires all disturbed areas will be reclaimed with native seed mixtures, requires submission of a disturbed area reclamation plan at the time of site plan review, and financial waivers.

The Council showed favor of the changes discussed.

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

There is no closed meeting.

7. Adjourn

Chairman Brady adjourned the meeting at 6:53pm.

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

Approved this ____ day of October, 2024

Justin Brady, City Council Chair

DRAFT

Tooele City Council Business Meeting Minutes

Date: Wednesday, September 18, 2024

Time: 7:00 p.m.

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

City Council Members Present:

Justin Brady

Maresa Manzione

David McCall

Ed Hansen

City Council Members Excused:

Melodi Gochis

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Roger Baker, City Attorney

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Jamie Grandpre, Public Works Director

John Perez, Economic Development Director

Minutes prepared by Katherin Yei

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

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call

Justin Brady, Present

Maresa Manzione, Present

Dave McCall, Present

Ed Hansen, Present

Melodi Gochis, Excused

3. Mayor's Youth Recognition Awards

Mayor Debbie Winn and Chief Day presented the following youth recognition awards:

Oliva Danley

Alison Garcia
Cruise Carabasis

4. Public Comment Period

The public hearing was opened. No one came forward. The public hearing was closed.

5. Small Business Development Center Presentation

Presented by Jess Clifford, SBDC Director Tooele Region

This item will be presented in a future meeting.

6. Public Hearing and Motion on Ordinance 2024-25 An Ordinance of the Tooele City Council Approving a Land Use Map Amendment Request by Julia Laboriel and GL Home Investments to Re-Assign the Land Use Designation for 9.81 Acres Located at Approximately 300 East 1000 North from Medium Density Residential to High Density Residential

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a Land Use Map amendment for the property located 300 East 1000 North. IT is east of the new fire station. It is zoned RR-5. The applicant is looking to change the Land Use Map to Medium Density Residential, MDR. Planning Commission recommended approval.

This item was discussed during the work meeting.

The public hearing was opened. No one came forward. The public hearing was closed.

Council Member Manzione motioned to table this item until the next meeting with further information presented. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

7. Public Hearing and Motion on Ordinance 2024-26 An Ordinance of the Tooele City Council Approving a Land Use Map Amendment Request by Amy Johnson to Re-Assign the Land Use Designation for 4.9 Acres Located at Approximately 105 East 1000 North from Regional Commercial to Mixed Use

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a Land Use Map Amendment for the property located at 105 East 1000 North. The applicant is requesting Mixed Use to facilitate townhomes on top and commercial on the ground floor. The Planning Commission recommend approval.

This item was discussed during the work meeting.

The public hearing was opened.

Amy Johnson clarified any recommendations made by the Council can be addressed at the next step. She showed additional imagery for the project.

The public hearing was closed.

This item was discussed during the work meeting.

Council Member Hansen motioned to approve Ordinance 2024-26 An Ordinance of the Tooele City Council Approving a Land Use Map Amendment Request by Amy Johnson to Re-Assign the Land Use Designation for 4.9 Acres Located at Approximately 105 East 1000 North from Regional Commercial to Mixed Use. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

8. Public Hearing and Motion on Resolution 2024-71 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2024-2025

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented budget amendments including the sidewalks replacement funds, the donations for Tooele City Pageant, Parks Department budget, carry over the new fire truck payment, the new fire station, an adjustment for the Community Development Department vehicle, main street grant, and traffic signal expenses.

The public hearing was opened. No one came forward. The public hearing was closed.

Council Member McCall motioned to approve Resolution 2024-71 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2024-2025.

Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

9. Resolution 2024-72 A Resolution of the Tooele City Council Approving and Ratifying a General Consulting Agreement with WSRP Certified Public Accountants Regarding the City Financial Statements for FY24

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented an agreement with WSRP Certified Public Accountants Regarding the City Financial Statements for FY24.

Council Member Hansen motioned to approve Resolution 2024-72 A Resolution of the Tooele City Council Approving and Ratifying a General Consulting Agreement with WSRP Certified Public Accountants Regarding the City Financial Statements for FY24

Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

10. Resolution 2024-69 A Resolution of the Tooele City Council Appointing Kim Stenquist to the Administrative Control Board of the North Tooele City Special Service District

Presented by Justin Brady, Council Chair

Chairman Brady Presented the appointment of Kim Stenquist to the Administrative Control Board of the North Tooele City Special Service District.

Council Member Manzione motioned to approve Resolution 2024-69 A Resolution of the Tooele City Council Appointing Kim Stenquist to the Administrative Control Board of the North Tooele City Special Service District. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

11. Resolution 2024-70 A Resolution of the Tooele City Council Approving and Ratifying Change Orders #3 and #4 with Broken Arrow, Inc., for Improvements to the 1000 North and 2000 North Roadways

Presented by Paul Hansen, City Engineer

Mr. Hansen presented change orders #3 and #4 with Broken Arrow for additional paving and reconstruction of roadways in the amount of \$538,479 with a contingency of \$14,000.

Council Member McCall motioned to approve Resolution 2024-70 A Resolution of the Tooele City Council Approving and Ratifying Change Orders #3 and #4 with Broken Arrow, Inc., for Improvements to the 1000 North and 2000 North Roadways. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

12. Resolution 2024-73 A Resolution of the Tooele City Council Acknowledging the Mayor's Appointments of Allison Dunn, Heather Hooper, Jon Gossett, and Wayne Anderton to the Tooele City Historic Main Street Commission as Commission Members

Presented by John Perez, Economic Development Director

Mr. Perez presented the Mayor's Appointments of Allison Dunn, Heather Hooper, Jon Gossett, and Wayne Anderton to the Tooele City Historic Main Street Commission as Commission Members.

Council Member Manzione motioned to approve Resolution 2024-73 A Resolution of the Tooele City Council Acknowledging the Mayor's Appointments of Allison Dunn, Heather Hooper, Jon Gossett, and Wayne Anderton to the Tooele City Historic Main Street Commission as Commission Members. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

13. Resolution 2024-74 A Resolution of the Tooele City Council Authorizing a Date Extension for Payment of a Fee-in-Lieu of Water Rights Conveyance for Asilia Investments

Presented by John Perez, Economic Development Director

Mr. Perez presented an extension date for Payment of a Fee-in-Lieu of Water Rights Conveyance for Asilia Investments. They are requesting it to be extended to December 2026.

Council Member Hansen motioned to approve Resolution 2024-74 A Resolution of the Tooele City Council Authorizing a Date Extension for Payment of a Fee-in-Lieu of Water Rights Conveyance for Asilia Investments. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

14. Resolution 2024-75 A Resolution of the Tooele City Council Approving a Settlement Agreement with the Environmental Protection Agency and Property Owner Regarding Certain Property on Broadway

Presented by John Perez, Economic Development Director

Mr. Perez presented a settlement agreement with the Environmental Protection Agency and property owner regarding certain property on Broadway. This is formally known the Broadway Hotel. Staff is moving forward to clean this property up and find mixed uses for this area.

Council Member McCall motioned to approve Resolution 2024-75 A Resolution of the Tooele City Council Approving a Settlement Agreement with the Environmental Protection Agency and Property Owner Regarding Certain Property on Broadway. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

15. Resolution 2024-76 A Resolution of the Tooele City Council Authorizing an Economic Development Incentive for Perry Commercial Center for a 120,000 Square Foot Anchor Development

Presented by John Perez, Economic Development Director

Mr. Perez presented an Economic Development Incentive for Perry Commercial Center for a 120,000 Square Foot Anchor Development. This is under a reimbursement process and has an expiration date of two years.

Council Member Manzione motioned to approve Resolution 2024-76 A Resolution of the Tooele City Council Authorizing an Economic Development Incentive for Perry Commercial Center for a 120,000 Square Foot Anchor Development. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

16. Invoices & Purchase Orders

Ms. Pitt presented the following invoices and purchase orders:

UDOT for signal parts at 1000 N 520 E in the amount of \$101,980.64

Summit Partners for software for IT in the amount of \$55,932

Tooele City Arts Council for the Ritz Theater in the amount of \$ \$169,000.00

Council Member Hansen motioned to approve the invoices and purchase orders. Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

17. Minutes

There are no changes to the minutes

Council Member Manzione motioned to approve Minutes. Council Member Hansen seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

18. Adjourn

Chairman Brady adjourned the meeting at 7:48 pm.

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

Approved this ____ day of September, 2024

Justin Brady, City Council Chair