PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, July 5, 2023, 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.tooelecity.org, 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@tooelecity.org

*We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at **https://www.youtube.com/@tooelecity** 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@tooelecity.org 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. **Public Comment Period**

4. **Public Hearing & Motion on Ordinance 2023-29** An Ordinance of Tooele City Amending Table 1: Table of Uses in Chapter 7-16 of the Tooele City Code Regarding Accessory Dwellings Units Located Above the Ground Floor in the General Commercial Zoning District and Downtown Overlay District
   Presented by Andrew Aagard, Community Development Director

5. **Resolution 2023-52** A Resolution of the Tooele City Council Authorizing Payment of a Fee In Lieu of Water Rights Conveyance for PH Utah Holdings, LLC
   Presented by Jared Stewart, Economic Development Director

6. **Resolution 2023-53** A Resolution of the Tooele City Council Authorizing Payment of a Fee In Lieu of Water Rights Conveyance for Christensen Griffith Construction (C&G Construction)
   Presented by Jared Stewart, Economic Development Director

7. **Resolution 2023-55** A Resolution of the Tooele City Council Approving an Agreement With Broken Arrow, Inc., for the 2023 Southwest Drive Storm Drain Project
   Presented by Jamie Grandpre, Public Works Director

8. **Resolution 2023-56** A Resolution of the Tooele City Council Approving an Agreement With Achieve Contracting LLC for the Settlers Memorial Park Restrooms Project
   Presented by Darwin Cook, Parks & Recreation Director

9. **Invoices & Purchase Orders**
   Presented by Michelle Pitt, City Recorder

10. **Minutes**
    ~June 21, 2023 City Council Work Meeting
    ~June 21, 2023 City Council Business Meeting

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 435-843-2111 or michellep@tooelecity.org, prior to the meeting.

TOOELE CITY CORPORATION

ORDINANCE 2023-29

AN ORDINANCE OF TOOELE CITY AMENDING TABLE 1: TABLE OF USES IN CHAPTER 7-16 OF THE TOOELE CITY CODE REGARDING ACCESSORY DWELLINGS UNITS LOCATED ABOVE THE GROUND FLOOR IN THE GENERAL COMMERCIAL ZONING DISTRICT AND DOWNTOWN OVERLAY DISTRICT.

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, stormwater, transportation, parks and recreation, moderate income housing, annexation, environment, 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, law, and other relevant considerations; and,

WHEREAS, Utah Code §10-9a-501, *et seq.*, provides for the enactment of land use regulations (also known as zoning ordinances) that constitute a portion of the City's regulations (hereinafter "Zoning") for land use and development and for establishing order and standards under which land may be developed in Tooele City; and,

WHEREAS, previous to Ordinance 2020-47 and the current Land Use Plan, the City Council approved Ordinance 1998-39, on December 16, 2998, adopting a land use plan element of the then-Tooele City General Plan; and,

WHEREAS, also on December 16, 1998, the City Council approved Ordinance 1998-40, enacting the City's commercial, industrial, and special purpose zoning districts, including the Downtown Overlay; and,

WHEREAS, Ordinance 1998-40 enacted Table 1: Table of Uses in TCC Chapter 7-16, adding the use of Accessory Dwelling Unit (located above the ground floor) as a

Conditional use in the General Commercial zoning district (and as a Permitted use in the Neighborhood Commercial and Mixed-Use zoning districts); and,

WHEREAS, Ordinance 1998-40 enacted Table 2: Table of Development Standards in TCC Chapter 7-16, and required 6,000 square-feet of site/lot area per accessory dwelling unit in the General Commercial zoning district, while requiring only 2,000 square-feet of site/lot area per accessory dwelling unit within the Downtown Overlay zoning district; and,

WHEREAS, Table 2 also established off-street parking standards for the Downtown Overlay zoning district: "No minimum off-street parking requirements are established. It is the policy of the City to maintain existing uses which do not meet the Off-Street Parking requirements of the City and to encourage additional uses and activities within the District. The number of required off-street parking shall be as determined and approved by the Planning Commission, following a recommendation from the City Staff, and recognizing the nature and location of the proposed use or activity. Joint use of parking areas will be encouraged"; and,

WHEREAS, as of the date of this Ordinance, the above-referenced Table 1 and Table 2 regulations have remained substantively unchanged since 1998, regarding accessory dwellings units located above the ground floor in the Downtown Overlay zoning district; and,

WHEREAS, municipal downtowns have historically allowed second-floor residences above ground-floor stores, originally for one family to live and work in the same building, and later to provide affordable housing in the city center near stores, services, and public transit; and,

WHEREAS, Tooele City values its historic downtown, has formed the Tooele City Downtown Alliance, participates in the State of Utah's Main Street Program, recognizes the value of downtown residences to the vibrancy of a city downtown, and desires to simplify and promote accessory dwelling units in the Downtown Overlay zoning district by amending the current Conditional use for these dwellings to a Permitted use; and,

WHEREAS, on _____, the Planning Commission convened a duly-noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council; and,

WHEREAS, on _____, the City Council convened a duly-noticed public hearing:

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

1. this Ordinance is in the best interest of the City in that it will encourage and facilitate downtown residences above the ground floor in the General Commercial and Downtown Overlay zoning districts, and is consistent with the General Plan and Land Use Plan; and,

2. Table 1: Table of Uses in TCC Chapter 7-16 is hereby amended to allow accessory dwelling units above the ground floor as a Permitted use in the General Commercial zoning district, including in the Downtown Overlay zoning district.

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 _____, 2023.

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

7-16-3 Table 1 Table of Uses

Use	District								
	MU-B Mixed Use Broadway	MU-G Mixed Use General	NC Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	GC General Commercial	RC Regional Commercial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Development
Accessory Building	P	P	P	P	P	P	P	P	P
Accessory Drive Through Facility (considered as a Conditional Use for a Use allowed in the District, see Note #3 and Table 2)	C	C		C	C	C	C		C
Accessory Dwelling Unit for Caretaker Only (must be located within primary structure. See Table 2)	C	C	C	C		C	C	C	C
Accessory Dwelling Unit (internal and attached: located above ground floor. See Table 2)	P	P	P	C / *P* *See Note 7*	C				
Accessory Dwelling Unit (detached: located on the same lot as primary structure. See Table 2)	P	P	P						

Notes:

1. With the exception of detached single family dwellings, all dwellings in the MU (Mixed Use) zoning district must comply with the regulations and requirements, as amended, of the MR-16 (Multi-Family Residential) zoning district, or its equivalent replacement, contained in Chapter 7-14 and 7-11a unless otherwise specified in this Chapter. (Ord. 2018-13, 08-15-2018)

2. For any Use allowed in a zoning district and proposing or requiring any area for Accessory Outside Storage, for any purpose, such use and outside storage area shall be considered as a Conditional Use. All Accessory Outside Storage is prohibited in the Mixed Use (MU) District and the Neighborhood Commercial (NC) District.
3. For any Use allowed in a zoning district and proposing or requiring a “Accessory Drive Through Facility”, such Drive Through Facility shall be considered as a Conditional Use. All Accessory Drive Through Facilities are prohibited in the Mixed Use (MU) District and the Neighborhood Commercial (NC) District
4. For any Use allowed in a zoning district and proposing any Accessory Outside display and sales area, such Accessory Outside Display and Sales use and area, shall be considered as a Conditional Use for any Uses allowed in the District, except that it shall be a permitted use in the Downtown Overlay District. Accessory Outside Display and Storage is prohibited in the Mixed Use (MU) District, Neighborhood Commercial (NC) District, and the Research and Development (RD) District. Accessory Outdoor sales and display in the Downtown Overlay District shall be subject to the following requirements:
   A. A 6-foot-wide unobstructed pedestrian pathway shall be maintained at all times on all sidewalks.
   B. All sales and display items shall be removed from the sidewalk and brought indoors into the business at the end of the business’ hours of daily operation.
   C. No sales or display items may extend more than 24 inches from the building facade of the selling or displaying business.
   D. No sales or display items may be located within the landscaped park strip, on the curb, in the gutter, or in the vehicular travel lanes.
   E. All sales and display items shall be located directly in front of the business selling or displaying the items and may not be located in front of other businesses or properties. (Ord. 2012-22, 12-05-12)
5. This use is not permitted if any part of the proposed or existing building containing the use is located within 1,500 feet from (a) any school (public or private kindergarten, elementary, middle, charter, junior high, high school), public park, public recreational facility, youth center, library, or church, (b) any other Tobacco Specialty Store, (c) any residential use or residential zoning boundary, including mixed-use zones, or (d) on Vine Street. Distances shall be measured in a straight line, without regard to intervening structures or zoning districts, from a Tobacco Specialty Store structure to the property line of a school, public park, library, church, youth center, cultural activity, residential use, zoning district boundary, or other Tobacco Specialty Store. (Ord. 2011-19, 01-18-12)
6. This use shall be a permitted use with no maximum density when proposed within and as a part of the redevelopment of an existing registered historical building. (2020-20, 05-06-2020) (Ord. 2018-13, 08-15-2018)

7. *This use shall be a permitted use when property zoned GC General Commercial is located within the Downtown Overlay district. See Table 2; Table of Development Standards, for additional information regarding this use in the Downtown Overlay district.*

TOOELE CITY CORPORATION

RESOLUTION 2023-52

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING PAYMENT OF A FEE IN LIEU OF WATER RIGHTS CONVEYANCE FOR PH UTAH HOLDINGS, LLC.

WHEREAS, Tooele City Code Chapter 7-26 governs the exaction by Tooele City of water rights as a condition of land use approval (see also UCA 10-9a-508); and,

WHEREAS, TCC Section 7-26-2(2) empowers the City Council to adopt a legislative policy allowing for the payment of a fee in lieu of water rights conveyance: "Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system"; and,

WHEREAS, on May 17, 2023, the City Council approved Resolution 2023-23, adopting an updated fee-in-lieu of water rights conveyance policy referred to in TCC 7-26-2(2), with an effective date of May 17, 2023 (with the original policy being adopted in 2007) (see the updated policy attached as Exhibit B); and,

WHEREAS, the May 17, 2023 policy requires the consideration of at least the following factors in considering requests to pay the fee-in-lieu:

- The number of acre-feet of water rights requested.
- The availability of City-owned water rights and corresponding water sources.
- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the development is anticipated to generate.
- The amount of property tax the development is anticipated to generate.
- The anticipated environmental, social, and community impacts of the development.

WHEREAS, the City Council retains sole and exclusive legislative discretion in deciding to authorize the payment of the fee-in-lieu; and,

WHEREAS, Tooele City received from Matt Hendrickson of PH Utah Holdings, LLC ("the Project") a letter dated May 18, 2023, requesting the allocation of 1.5 acre-feet of City-owned municipal water rights to the Project, or, in other words, requesting to pay

in-lieu rather than convey water rights for the Project (see the letter attached as Exhibit A); and,

WHEREAS, the Project will consist of approximately 32,000 square feet of new commercial construction; and,

WHEREAS, the Project proposal addresses the policy considerations identified above and in the May 17, 2023 policy in the following ways:

- The Project requests 1.5 acre-feet of water.
- An estimated capital investment of $7M.
- No direct sales tax, but ancillary/indirect sales tax as tenants purchase other things from local suppliers (Home Depot, ect)
- 25 Flex Space Units, 3-4 persons involved or supported by each space. Supports approximately 75-100 jobs.
- Anticipated start date is Fall of 2023.
- This project will provide new opportunity for innovation, collaboration, and growth of start up and new businesses. It is targeted to benefit entrepreneurs and trade-related businesses seeking small storage and office spaces.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the legislative policies and considerations discussed above, the City Council hereby authorizes the payment of the fee-in-lieu of water rights for the Project, for up to 1.5 acre-feet of municipal water rights, for the fee amount established in the May 17, 2023 policy of $35,000 per acre-foot.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2023.

TOOELE CITY COUNCIL

(For)	(Against)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)	(Disapproved)
_____	_____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Letter Requesting Fee in Lieu

To: Tooele City Council
From: Matt Hendrickson, Properties Elevated
Date: May 18th, 2023
Subject: Benefits of Small Light Industrial Spaces (Flex Spaces) to The Community of Tooele & Request for Water Rights

Dear Tooele City Council and Community Members,

First and foremost, I want to express our sincerest gratitude and excitement for the Flex Spaces Tooele project to be located at 1121 Utah Ave. We feel this project will serve the community well. We appreciate your collaboration on this project to date. I commend the planning department of Tooele for their responsiveness in this process.

I am writing to highlight the numerous benefits that small light industrial spaces - we call Flex Spaces - can bring to the community. Additionally, <u>we are seeking approval for payment to the city for water shares in lieu of water right conveyance procured by us as part of this project.</u>

These versatile spaces offer significant advantages that can positively impact the local economy, promote entrepreneurship, and foster community development. Here are the key benefits to consider:

- **Economic Growth:** Flex Spaces attract businesses, startups, and artisans looking for affordable and adaptable workspaces. By providing these affordable spaces, we encourage entrepreneurship, job creation, and local economic growth. The presence of diverse industries within the community contributes to a vibrant and resilient economy.
- **Job Opportunities:** Flex Spaces cater to a wide range of end users. By providing these spaces, we create opportunities for residents to start or expand their businesses, leading to job creation and skill development. This helps retain talent within our community and reduce unemployment rates.
- **Innovation and Collaboration:** Flex Spaces act as incubators for innovation and collaboration. Entrepreneurs, artists, and small businesses can share ideas, resources, and expertise in a collaborative environment, fostering creativity and cross-pollination of ideas.
- **Revitalizing Underutilized Areas:** The subject parcel has geography that limits its potential use. Additionally, the parcel has been a spot for gathering concrete waste and other debris. This project will revitalize this area along Utah Ave.
- **Flexibility and Adaptability:** Small light industrial spaces are designed to be flexible and adaptable to different needs. This versatility enables businesses to adjust their workspace according to changing demands, expanding or contracting their operations as required. It allows for a dynamic business environment and encourages agility and resilience among entrepreneurs.

In conclusion Flex Spaces offers numerous benefits to the community. In our current economic market, these projects are financially tight. Any savings are much appreciated and create a higher quality project. We formally request that the City of Tooele consider payment in lieu of water right conveyance as part of this project. We look forward to creating a successful project in Tooele.

Attached is an engineered report outlining water shares needed for this project.

Thank you for your consideration.

Sincerely,

Matt Hendrickson
matt@propertieselevated.com

1121 Utah Ave Flexspace - Tooele City

Water Demand Calculations

6/19/2023 NCP

Water Demand Indoor[1]

Use	Total Employees (3 shifts per day assumed)	GPD Per Employee	Daily Flow (gpd)	Yearly Demand (gallons)	Yearly Demand (acre-feet)
Flex-space (25 buildings)	75	15	1125	293625	0.90

1) Water flow demands as per Utah R309-510 Table 2 "Source Demand for Indoor Use - Individual Establishments"

Water Demand Outdoor[2]

Outdoor Irrigation (Zone 4)	Trees	Weekly Gallons Per Tree	Peak Day Demand (gpm)	Yearly Demand (acre-feet)
Outdoor Irrigation	28	250	2.50	0.60

2) Outdoor irrigation demands per 250 gallons per tree per week

Total Yearly Demand (ac-ft)	**1.50**

Exhibit B

May 17, 2023 Fee-in-lieu Policy

TOOELE CITY CORPORATION

RESOLUTION 2023-23

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING ITS POLICY ALLOWING PAYMENT OF A FEE IN LIEU OF WATER RIGHTS CONVEYANCE.

WHEREAS, Tooele City Code Chapter 7-26 governs the exaction by Tooele City of water rights as a condition of land use approval (see also UCA 10-9a-508); and,

WHEREAS, TCC Section 7-26-2(2) empowers the City Council to adopt a legislative policy allowing for the payment of a fee in lieu of water rights conveyance: "Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system"; and,

WHEREAS, the City Council adopted the referenced fee-in-lieu policy in 2007, and revised the policy in 2008; and,

WHEREAS, on April 1, 2015, the City Council passed Resolution 2015-17, adopting an amended fee-in-lieu policy (see the resolution and meeting minutes attached hereto and incorporated herein as Exhibit A); and,

WHEREAS, on May 18, 2022, the City Council approved Resolution 2022-29, amending the fee-in-lieu policy and establishing the price per municipal acre-foot at $35,000 (see the resolution and meeting minutes attached hereto and incorporated herein as Exhibit B); and,

WHEREAS, the City Administration recommends further amendments to the fee-in-lieu policy to address a number of important policy matters, including the following:

- Authorizing administrative implementation of the fee-in-lieu policy in its limited residential context.
- Defining non-residential development "Projects."
- Requiring Projects desiring to pay the fee-in-lieu to submit a written request.
- Requiring consideration of inclusive criteria prior to request approval.
- Allowing for partial approvals of requests.
- Sunsetting an approval after certain deadlines related to building permit issuance and building construction.

- Formalizing a statement disavowing any connection between the fee price and the market value of water rights.
- Establishing the date on which the fee price is determined.
- Clarifying the annual 12-month limitation of 50 Credits.
- Clarifying that a Credit certificate is not required.
- Clarifying the nature of the water rights revenue fund.
- Requiring a City Council resolution for approval of payment of the fee-in-lieu.
- Declaring that approval does not constitute an entitlement or vested right.
- Declaring that Credits are not marketable, transferrable, or assignable, and are not negotiable securities.
- Indicating that a developer may not pre-pay for Credits that are not associated with a specific building permit, i.e., for future unsubmitted building permit applications in a larger development Project.
- Indicating that no approval is a precedent for any other request for approval.
- Allowing refunds for unused Credits.

WHEREAS, Tooele City continues to actively pursue water rights acquisition and development, as well as water source acquisition and development, in order to allow Tooele City to grow and to not stagnate:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the 2022 Policy is hereby revised in the 2023 Policy as shown in Exhibit C, attached hereto and incorporated herein.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 17th day of May, 2023.

TOOELE CITY COUNCIL

(For) (Against)

Justin Brady

Tony Graf, via phone

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved) (Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

City Council Policy

RE: Payment of a Fee In Lieu Of Water Rights Conveyance under Tooele City Code §7-26-3(2).

Effective Date: _____, 2023

Tooele City Code Chapter 7-26 requires the conveyance of water rights as a condition of approval of all land use applications. Section 7-26-3(2) states the following:

> Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system.

This City Council Policy is established pursuant to the legislative authority embodied in §7-26-3(2).

Residential Development. Beginning on the Effective Date, Tooele City will allow owners of existing parcels of record that are not part of a recorded subdivision, and owners of single lots subdivided from those existing parcels through two-lot subdivisions (e.g., a lot split), to pay a fee (the "Fee") per parcel or lot in lieu of the residential water right requirement established in TCC §7-26-2(1). The administrative departments are authorized to determine eligibility and to approve payment of the Fee for residential development. The item for which the Fee is paid shall be known for purposes of this Policy as a Water Rights Credit or Credit.

Persons who are eligible under this Policy may purchase Credits by paying the Fee. Credits will be purchased on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a $100 administrative service charge. A person who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building permit application and may again request to pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

Non-residential Development. Beginning on the Effective Date, Tooele City will allow owners of a non-residential development project ("Project") to request to pay the Fee if the Project is determined by the City to need less than 20 acre-feet of municipal water rights. Additional Credits may be made available, upon recommendation of the Public Works Director and Economic Development Director, and with written approval of the Mayor. A Request shall be in writing from the property owner or agent and addressed to the City Council or Mayor. Approval of a request may be granted only after full consideration of the following criteria in relation to the amount of water used for the Project:

- The number of jobs the Project is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the Project is anticipated to generate.
- The amount of property tax the Project is anticipated to generate.
- The anticipated environmental and social benefits and impacts of the Project.

The Council may consider additional criteria as it thinks appropriate. Persons who are eligible under this Policy and approved by the City Council may purchase Credits by paying the Fee. Credits will be purchased on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a $100 administrative service charge. A person who previously paid the Fee and received a Fee refund due to an expired building permit, or due to the approval sunsetting, may submit a new building permit application and may again request to pay the Fee. If authorized by the City Council, the Credits may be purchased on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid. The City Council may partially approve a request, for example, by authorizing 10 Credits out of 20 Credits requested.

Sunset for Non-residential Projects.

The City Council's authorization to pay the Fee for one or more buildings in a non-residential development Project containing more than one primary structure (e.g., more than one restaurant or store) is conditioned upon the Project obtaining City approval of a building permit for a first primary structure in the Project, and commencing vertical construction of the permitted structure, within two years of the date of approval of the Resolution authorizing payment of the Fee. Thereafter, the Project shall obtain a building permit for at least one additional primary structure, and commence vertical construction, within each successive twelve months following the commencement of construction of the prior building. By way of example, if a Resolution is approved on January 1, 2024, a first building permit must be obtained, and vertical construction commenced, prior to December 31, 2025; the next building must be permitted and construction commenced prior to December 31, 2026; and so on. Should any of these events not occur before the applicable sunset date, the City Council approval shall lapse and the remaining Credits shall revert to the City. The City Council, in its sole discretion, may extend these sunset deadlines or modify these conditions in a public meeting.

General.

1. Fee Cost. The Fee shall be established at $35,000 per 1.0 acre-foot of depletion of municipal water rights. This Fee amount is not intended or calculated to reflect market value. The Fee applicable to any Request shall be the Fee in effect on the date of the Request, provided the building permit application for which the Fee is paid is filed with the City within one year of the Request, and otherwise shall be the Fee in effect on the date of the building permit application.
2. Annual Limit. The number of Credits purchased pursuant to this Policy shall not exceed a total of 50 in any calendar year or in any period of 12 consecutive months without the approval of the City Council, in its discretion.
3. Acceptance of Credits. Upon payment of the Fee, the City will indicate the payment on the approved building permit. Payment of the Fee to the City constitutes surrender of the Credits to the City. No Credit certificate is required.
4. Integration. This Policy shall supersede any prior oral or written policies, practices, and understandings on the subject of this Policy.
5. Use of Revenues. Revenues derived from payment of the Fee shall be utilized for the protection of existing water rights and/or the acquisition of additional water rights, except that the City Council may authorize the use of the revenues for other Tooele City water-related projects and needs upon a

finding of good cause. The water rights revenue fund is a fund in the City's General Fund and is not an enterprise fund.

6. Limited Availability. The payment of the Fee under this Policy is subject to the availability of corresponding water rights, in the sole discretion of Tooele City.
7. Resolution Required. The City Council's authorization to pay the Fee for a non-residential Project shall be pursuant to approved City Council Resolution.
8. No Entitlement or Security. Approval of a Resolution for a Project containing multiple lots or buildings (e.g., subdivision, site plan) shall be a temporary reservation of Credits for the Project's building permit applicants. Approval of a Resolution shall not constitute a vested development right or a land use entitlement, or the creation of a marketable security. The City will accept the Fee only from building owners, the authorized agents of building owners, or building permit applicants for buildings in a Project.
9. No Assignment or Transfer. Credits shall not be assignable or transferrable but are reserved by the City in the City's sole discretion for specific Projects and sold for specific buildings.
10. No Pre-payment. Project owners may not pre-purchase Credits for their Project or any Project building in advance of building permit application.
11. No Precedent. City Council authorization to pay the Fee for one Project, at whatever Fee amount per Credit, shall not be considered a precedent in any way in reference to any other Project.
12. Refunds. If water usage projection for a building are reduced by the City after payment of the Fee for that building, the City will reimburse the difference between the Fee paid and the Fee that would have been paid under the reduced usage projection. If a Fee payor withdraws a building permit application prior to its approval, the City will reimburse the Fee, with a $100 administrative charge.

_____

City Council Chair

TOOELE CITY CORPORATION

RESOLUTION 2023-53

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING PAYMENT OF A FEE IN LIEU OF WATER RIGHTS CONVEYANCE FOR CHRISTENSEN GRIFFITH CONSTRUCTION (C&G CONSTRUCTION).

WHEREAS, Tooele City Code Chapter 7-26 governs the exaction by Tooele City of water rights as a condition of land use approval (see also UCA 10-9a-508); and,

WHEREAS, TCC Section 7-26-2(2) empowers the City Council to adopt a legislative policy allowing for the payment of a fee in lieu of water rights conveyance: "Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system"; and,

WHEREAS, on May 17, 2023, the City Council approved Resolution 2023-23, adopting an updated fee-in-lieu of water rights conveyance policy referred to in TCC 7-26-2(2), with an effective date of May 17, 2023 (with the original policy being adopted in 2007) (see the updated policy attached as Exhibit B); and,

WHEREAS, the May 17, 2023 policy requires the consideration of at least the following factors in considering requests to pay the fee-in-lieu:

- The number of acre-feet of water rights requested.
- The availability of City-owned water rights and corresponding water sources.
- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the development is anticipated to generate.
- The amount of property tax the development is anticipated to generate.
- The anticipated environmental, social, and community impacts of the development.

WHEREAS, the City Council retains sole and exclusive legislative discretion in deciding to authorize the payment of the fee-in-lieu; and,

WHEREAS, Tooele City received from Brock Griffith of C&G Construction ("the Project") a letter dated June 28, 2023, requesting the allocation of 1.02 acre-feet of City-owned municipal water rights to the Project, or, in other words, requesting to pay the fee-

in-lieu rather than convey water rights for the Project (see the letter attached as Exhibit A); and,

WHEREAS, the Project will consist of approximately 18,460 square feet of new commercial construction; and,

WHEREAS, the Project proposal addresses the policy considerations identified above and in the May 17, 2023 policy in the following ways:

- The Project requests 1.02 acre-feet of water.
- An estimated property value of 2.7 Million ($60,000 of land value and 2.6M in new value from construction).
- Sales tax will be paid on memberships.
- The project will create 1-2 full time jobs and 6-8 part time jobs (year-round).
- Construction is anticipated to start this summer (2023).
- The facility will serve student sport teams, provide space for health and fitness activities, and create a new venue for sporting activities during winter months. Additionally, it will serve as a place for businesses to host company parties and recreation events. The C&G team feel this has been a need in the valley for many years.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the legislative policies and considerations discussed above, the City Council hereby authorizes the payment of the fee-in-lieu of water rights for the Project, for up to 1.02 acre-feet of municipal water rights, for the fee amount established in the May 17, 2023 policy of $35,000 per acre-foot.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2023.

TOOELE CITY COUNCIL

(For)	(Against)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)	(Disapproved)
_____	_____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Letter Requesting Fee in Lieu

ENGINEER'S ESTIMATE OF WATER RIGHT REQUIRMENTS

ENSIGN
THE STANDARD IN ENGINEERING

PROJECT TITLE: C&G Construction Recreation Center	PROJECT NUMBER: T2069B
LOCATION: Tooele City	DATE: June 7, 2023
CLIENT: C&G Construction	SHEET: 1 OF 1
ESTIMATED BY: J.Cid	CHECKED BY: / APPROVED BY:

NUMBER OF LOTS

1

INTERIOR WATER DEMAND

Similar Gym Usage	=		
Total Interior	=	0.75	acre-feet

EXTERIOR WATER DEMAND

Lot Size		67,960	sf
Impervious Footprint		18,460	sf - Building Foot Print
Impervious Footprint		41,596	sf - Asphalt / Concrete
Not To Be Irrigated		2001	sf - Detention Basis / Swell / Gravel
NET IRRIGABLE	=	5,903	sf
		0.14	acre-feet
	=	0.27	acre-foot per buildable lot
		1	Buildable Lots
SUB-TOTAL	=	**0.27**	**acre-feet**

WATER RIGHT REQUIRMENT

TOTAL WATER RIGHT

INTERIOR	=	0.75	acre-feet
EXTERIOR	=	0.27	acre-feet
TOTAL	**=**	**1.02**	**acre-feet**

Jared Stewart

From: Brock Griffith <brockg@cgconst.com>
Sent: Wednesday, June 28, 2023 11:49 AM
To: Chad Griffith
Cc: Jared Stewart
Subject: Re: Water request to city council

Follow Up Flag: Follow up
Flag Status: Flagged

I put a few thoughts below your questions. I'm not super good at this kinda stuff but I definitely feel the excitement from the community as Chad and I have pursued this project to add to our community that we love and want to thrive. Let me know if you need more information?

Thanks,

Brock Griffith
1-801-509-2280
Brockg@cgconst.com

On Jun 28, 2023, at 10:57 AM, Chad Griffith <chad@cgconst.com> wrote:

Adding Brock

Sent from Chad's mobile device

On Jun 28, 2023, at 9:00 AM, Jared Stewart <jareds@tooelecity.org> wrote:

Hi Chad,

I was asked to reach out by Paul Hansen and Mayor Winn. We need to put a short request together for the City Council to approve water rights for your new rec center project (which it seems everyone is excited about). Usually when I put these requests together we include some basic information about the benefits of the project. Could you let me know any of the follow details that you can? Feel free to add anything you can think of.

1. Size of the project (Square feet)

- 18,450 SF Building

2.
3. Overall capital investment (shows future property values to the Council)

- land value Currently $60,000
- Building Construction/Investment $2.5 Million

4.

5. Will there be sales tax associated with the project after it finishes?

- taxes will be paid of profits from memberships and sales also property taxes.

6.
7. How many employees will the project help hire/add?

1-2 full time 6-8 part time (year round)

8.
9. How would you describe the community or economic benefits?

- students sport teams recreation and physical fitness sources. Local youth teams a place to practice indoor during winter months. Source for Buisiness to have company parties and recreation activities. We feel this is something our valley / county has needed for awhile now.

10.

Thank you,
Jared
<image001.png>

Jared Stewart | Tooele City Corporation
Economic Development Director | Grant Administrator
90 North Main Street | Tooele, UT | 84074
Ph: (435) 843-2169 | Cell: (801) 834-3858
jareds@tooelecity.org | https://tooelecity.org | LinkedIn

Exhibit B

May 17, 2023, Fee-in-lieu Policy

TOOELE CITY CORPORATION

RESOLUTION 2023-23

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING ITS POLICY ALLOWING PAYMENT OF A FEE IN LIEU OF WATER RIGHTS CONVEYANCE.

WHEREAS, Tooele City Code Chapter 7-26 governs the exaction by Tooele City of water rights as a condition of land use approval (see also UCA 10-9a-508); and,

WHEREAS, TCC Section 7-26-2(2) empowers the City Council to adopt a legislative policy allowing for the payment of a fee in lieu of water rights conveyance: "Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system"; and,

WHEREAS, the City Council adopted the referenced fee-in-lieu policy in 2007, and revised the policy in 2008; and,

WHEREAS, on April 1, 2015, the City Council passed Resolution 2015-17, adopting an amended fee-in-lieu policy (see the resolution and meeting minutes attached hereto and incorporated herein as Exhibit A); and,

WHEREAS, on May 18, 2022, the City Council approved Resolution 2022-29, amending the fee-in-lieu policy and establishing the price per municipal acre-foot at $35,000 (see the resolution and meeting minutes attached hereto and incorporated herein as Exhibit B); and,

WHEREAS, the City Administration recommends further amendments to the fee-in-lieu policy to address a number of important policy matters, including the following:

- Authorizing administrative implementation of the fee-in-lieu policy in its limited residential context.
- Defining non-residential development "Projects."
- Requiring Projects desiring to pay the fee-in-lieu to submit a written request.
- Requiring consideration of inclusive criteria prior to request approval.
- Allowing for partial approvals of requests.
- Sunsetting an approval after certain deadlines related to building permit issuance and building construction.

- Formalizing a statement disavowing any connection between the fee price and the market value of water rights.
- Establishing the date on which the fee price is determined.
- Clarifying the annual 12-month limitation of 50 Credits.
- Clarifying that a Credit certificate is not required.
- Clarifying the nature of the water rights revenue fund.
- Requiring a City Council resolution for approval of payment of the fee-in-lieu.
- Declaring that approval does not constitute an entitlement or vested right.
- Declaring that Credits are not marketable, transferrable, or assignable, and are not negotiable securities.
- Indicating that a developer may not pre-pay for Credits that are not associated with a specific building permit, i.e., for future unsubmitted building permit applications in a larger development Project.
- Indicating that no approval is a precedent for any other request for approval.
- Allowing refunds for unused Credits.

WHEREAS, Tooele City continues to actively pursue water rights acquisition and development, as well as water source acquisition and development, in order to allow Tooele City to grow and to not stagnate:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the 2022 Policy is hereby revised in the 2023 Policy as shown in Exhibit C, attached hereto and incorporated herein.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 17th day of May, 2023.

TOOELE CITY COUNCIL

(For) (Against)

Justin Brady

Tony Graf, via phone

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved) (Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

City Council Policy

RE: Payment of a Fee In Lieu Of Water Rights Conveyance under Tooele City Code §7-26-3(2).

Effective Date: _____, 2023

Tooele City Code Chapter 7-26 requires the conveyance of water rights as a condition of approval of all land use applications. Section 7-26-3(2) states the following:

> Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system.

This City Council Policy is established pursuant to the legislative authority embodied in §7-26-3(2).

Residential Development. Beginning on the Effective Date, Tooele City will allow owners of existing parcels of record that are not part of a recorded subdivision, and owners of single lots subdivided from those existing parcels through two-lot subdivisions (e.g., a lot split), to pay a fee (the "Fee") per parcel or lot in lieu of the residential water right requirement established in TCC §7-26-2(1). The administrative departments are authorized to determine eligibility and to approve payment of the Fee for residential development. The item for which the Fee is paid shall be known for purposes of this Policy as a Water Rights Credit or Credit.

Persons who are eligible under this Policy may purchase Credits by paying the Fee. Credits will be purchased on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a $100 administrative service charge. A person who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building permit application and may again request to pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

Non-residential Development. Beginning on the Effective Date, Tooele City will allow owners of a non-residential development project ("Project") to request to pay the Fee if the Project is determined by the City to need less than 20 acre-feet of municipal water rights. Additional Credits may be made available, upon recommendation of the Public Works Director and Economic Development Director, and with written approval of the Mayor. A Request shall be in writing from the property owner or agent and addressed to the City Council or Mayor. Approval of a request may be granted only after full consideration of the following criteria in relation to the amount of water used for the Project:

- The number of jobs the Project is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the Project is anticipated to generate.
- The amount of property tax the Project is anticipated to generate.
- The anticipated environmental and social benefits and impacts of the Project.

The Council may consider additional criteria as it thinks appropriate. Persons who are eligible under this Policy and approved by the City Council may purchase Credits by paying the Fee. Credits will be purchased on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a $100 administrative service charge. A person who previously paid the Fee and received a Fee refund due to an expired building permit, or due to the approval sunsetting, may submit a new building permit application and may again request to pay the Fee. If authorized by the City Council, the Credits may be purchased on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid. The City Council may partially approve a request, for example, by authorizing 10 Credits out of 20 Credits requested.

Sunset for Non-residential Projects.

The City Council's authorization to pay the Fee for one or more buildings in a non-residential development Project containing more than one primary structure (e.g., more than one restaurant or store) is conditioned upon the Project obtaining City approval of a building permit for a first primary structure in the Project, and commencing vertical construction of the permitted structure, within two years of the date of approval of the Resolution authorizing payment of the Fee. Thereafter, the Project shall obtain a building permit for at least one additional primary structure, and commence vertical construction, within each successive twelve months following the commencement of construction of the prior building. By way of example, if a Resolution is approved on January 1, 2024, a first building permit must be obtained, and vertical construction commenced, prior to December 31, 2025; the next building must be permitted and construction commenced prior to December 31, 2026; and so on. Should any of these events not occur before the applicable sunset date, the City Council approval shall lapse and the remaining Credits shall revert to the City. The City Council, in its sole discretion, may extend these sunset deadlines or modify these conditions in a public meeting.

General.

1. Fee Cost. The Fee shall be established at $35,000 per 1.0 acre-foot of depletion of municipal water rights. This Fee amount is not intended or calculated to reflect market value. The Fee applicable to any Request shall be the Fee in effect on the date of the Request, provided the building permit application for which the Fee is paid is filed with the City within one year of the Request, and otherwise shall be the Fee in effect on the date of the building permit application.
2. Annual Limit. The number of Credits purchased pursuant to this Policy shall not exceed a total of 50 in any calendar year or in any period of 12 consecutive months without the approval of the City Council, in its discretion.
3. Acceptance of Credits. Upon payment of the Fee, the City will indicate the payment on the approved building permit. Payment of the Fee to the City constitutes surrender of the Credits to the City. No Credit certificate is required.
4. Integration. This Policy shall supersede any prior oral or written policies, practices, and understandings on the subject of this Policy.
5. Use of Revenues. Revenues derived from payment of the Fee shall be utilized for the protection of existing water rights and/or the acquisition of additional water rights, except that the City Council may authorize the use of the revenues for other Tooele City water-related projects and needs upon a

finding of good cause. The water rights revenue fund is a fund in the City's General Fund and is not an enterprise fund.

6. Limited Availability. The payment of the Fee under this Policy is subject to the availability of corresponding water rights, in the sole discretion of Tooele City.
7. Resolution Required. The City Council's authorization to pay the Fee for a non-residential Project shall be pursuant to approved City Council Resolution.
8. No Entitlement or Security. Approval of a Resolution for a Project containing multiple lots or buildings (e.g., subdivision, site plan) shall be a temporary reservation of Credits for the Project's building permit applicants. Approval of a Resolution shall not constitute a vested development right or a land use entitlement, or the creation of a marketable security. The City will accept the Fee only from building owners, the authorized agents of building owners, or building permit applicants for buildings in a Project.
9. No Assignment or Transfer. Credits shall not be assignable or transferrable but are reserved by the City in the City's sole discretion for specific Projects and sold for specific buildings.
10. No Pre-payment. Project owners may not pre-purchase Credits for their Project or any Project building in advance of building permit application.
11. No Precedent. City Council authorization to pay the Fee for one Project, at whatever Fee amount per Credit, shall not be considered a precedent in any way in reference to any other Project.
12. Refunds. If water usage projection for a building are reduced by the City after payment of the Fee for that building, the City will reimburse the difference between the Fee paid and the Fee that would have been paid under the reduced usage projection. If a Fee payor withdraws a building permit application prior to its approval, the City will reimburse the Fee, with a $100 administrative charge.

_____

City Council Chair

TOOELE CITY CORPORATION

RESOLUTION 2023-55

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BROKEN ARROW, INC., FOR THE 2023 SOUTHWEST DRIVE STORM DRAIN PROJECT.

WHEREAS, during heavy storm events, Tooele City experiences significant storm water flows along that segment of Southwest Drive located between Southland Drive and 1 O'Clock Drive, which results in street flooding and related traffic challenges and road damage; and,

WHEREAS, the City Administration proposes a project to install storm water infrastructure which extends within the affected area; and,

WHEREAS, Tooele City has enacted a Storm Water Fee, and created a storm water enterprise fund funded by that Fee, for the purpose of mitigating storm water conveyance and flooding within City limits, and has collected sufficient funds to pay for the Project; and,

WHEREAS, the City Administration has accepted bids for the 2023 Southwest Drive Storm Drain Project in accordance with the procedures of §11-39-101 et seq., Utah Code Annotated, as amended; and,

WHEREAS, Broken Arrow Inc. has submitted a cost proposal for 2023 Southwest Drive Storm Drain Project of Three Hundred Seventy-Five Thousand Nine Hundred Sixty Dollars and Fifty-Eight Cents ($375,960.58), which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Eighteen Thousand Eight Hundred Dollars ($18,800.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Broken Arrow, Inc., is hereby approved, in the amount of Three Hundred Seventy-Five Thousand Nine Hundred Sixty Dollars and Fifty-Eight Cents ($375,960.58), for completion of the 2023 Southwest Drive Storm Drain Project; and,
2. an additional Eighteen Thousand Eight Hundred Dollars ($18,800.00) contingency is hereby approved, which may be used for changed conditions, as reviewed and approved by the Mayor.

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 _____, 2023.

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

BID TABULATION
2023 Southwest Storm Drain Project
Bid Opening Date: June 22, 2023

NO.	ITEM	ESTIMATED QUANTITY	UNIT	Broken Arrow		Beck Construction	
				UNIT BID PRICE	TOTAL BID	UNIT BID PRICE	TOTAL BID
GENERAL							
1	Mobilization	1	LS	$36,571.25	$36,571.25	58360	$58,360.00
CULINARY WATER							
2	Loop Existing Water Line	2	EA	$11,175.98	$22,351.96	$22,510.00	$45,020.00
3	Remove and Replace Existing Water Service Laterals and Meter Cans	7	EA	$4,688.41	$32,818.87	$5,295.00	$37,065.00
STORM DRAIN							
4	Furnish and Install 18" RCP Storm Drain Pipe	765	LF	$107.05	$81,893.25	$110.00	$84,150.00
5	Furnish and Install 15" NRCP Storm Drain Pipe	40	LF	$97.90	$3,916.00	$215.00	$8,600.00
6	Furnish and Install Double Inlet Combo Box	1	EA	$9,770.97	$9,770.97	$13,875.00	$13,875.00
7	Furnish and Install Double Inlet Box	2	EA	$8,424.43	$16,848.86	$10,100.00	$20,200.00
8	Furnish and Install 5' Diameter Manhole	2	EA	$10,982.46	$21,964.92	$12,750.00	$25,500.00
9	Raise and Collar Existing Storm Drain Combo Box Access	1	LS	$900.00	$900.00	$9,300.00	$9,300.00
ROADWAY / CONCRETE							
10	Remove and Replace Existing 8" Thick Waterway and Base	150	SF	$41.55	$6,232.50	$38.00	$5,700.00
11	Remove and Replace 4" Minimum Asphalt and 8" Minimum Thickness Roadbase	9,200	SF	$15.51	$142,692.00	$11.00	$101,200.00
			TOTAL BID		$375,960.58		$408,970.00

EXHIBIT B

Agreement

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: Broken Arrow, Inc.

B. Address: 8960 Clinton Landing Road, Lake Point, Utah 84074

C. Telephone number: (801) 355-0527

D. E-Mail: dcummings@brokenarrowusa.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

Southwest Drive Storm Drain Improvements

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. _____

4. _____

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: Three Hundred Seventy Five Thousand Nine Hundred Sixty Dollars and Fifty Eight Cents ($375,960.58)

2.2 CONTRACT TIME

A. Substantial Completion of the Work shall occur October 1, 2023, and final completed by October 15, 2023.

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.

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

   Five Hundred dollars and 00 cents ($ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

4. **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.

5. **Deduct Damages from Moneys Owed CONTRACTOR**: OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the_____day of _____, 2023.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _____

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of __ _____, 2023.

by _____
(person acknowledging and title or representative capacity, if any).

_____
Notary's signature

_____
Residing at

_____
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

S E A L

APPROVED AS TO FORM

_____
Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

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TOOELE CITY CORPORATION

RESOLUTION 2023-56

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH ACHIEVE CONTRACTING LLC FOR THE SETTLERS MEMORIAL PARK RESTROOMS PROJECT.

WHEREAS, Tooele City owns and operates a public park named Settlers Memorial Park located at 44 West 500 South; and,

WHEREAS, the park does not have public restroom facilities, and the City Administration desires to make restroom facilities available to the public at the park; and,

WHEREAS, the City solicited public bids for construction of the Settlers Memorial Park Restrooms Project in accordance with the procedures of §11-39-101 *et seq.* and §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Achieve Contracting LLC has submitted a total cost proposal of Two Hundred Forty-Seven Thousand Six Hundred Fifty Dollars ($247,650.00) for construction of the Settlers Memorial Park Restrooms Project, which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Twelve Thousand Three Hundred Eighty-Three Dollars ($12,383.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Achieve Construction LLC, is hereby approved, in the amount of Two Hundred Forty-Seven Thousand Six Hundred Fifty Dollars ($247,650.00) for construction of the Settlers Memorial Park Restrooms Project; and,
2. an additional Twelve Thousand Three Hundred Eighty-Three Dollars ($12,383.00) contingency is hereby approved, which may be used for changed conditions, as reviewed and approved by the Mayor.

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 _____, 2023.

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

Settlers Park Restroom Bid Results

CONTRACTOR	BID AMOUNT
England Construction	$279,750.00
Achieve Contracting LLC	$247,650.00

EXHIBIT B

Agreement: Achieve Contracting LLC

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: Achieve Contracting, LLC

B. Address: 7809 W. Bellfield Road, Magna, Utah 84044

C. Telephone number: (385) 439-0171

D. Email: _____

1.2 OWNER

A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

SETTLERS MEMORIAL PARK RESTROOMS

1.4 ENGINEER

A. Darwin Cook, Parks Director, 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. _____

4. _____

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: Two Hundred Forty Seven Thousand Six Hundred Fifty Dollars ($247,650.00)

2.2 CONTRACT TIME

A. The Work shall be fully completed by **October 15, 2023**.

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.

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

   Five Hundred dollars and 00 cents ($ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

C. **Survey Monuments**: No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of ($500.00) to cover such damage and expense.

D. **Deduct Damages from Moneys Owed CONTRACTOR**: OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the_____day of _____, 2023.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _____

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of __ _____, 2023.

by _____
(person acknowledging and title or representative capacity, if any).

_____
Notary's signature

_____
Residing at

_____
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

S E A L

APPROVED AS TO FORM

_____
Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

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

Date: Wednesday, June 21, 2023
Time: 5:30 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:
Maresa Manzione
David McCall
Ed Hansen
Tony Graf, arrived in person 5:45pm

City Council Members Excused:
Justin Brady

City Employees Present:
Mayor Debbie Winn
Adrian Day, Police Department Chief
Roger Baker, City Attorney
Shannon Wimmer, Finance Director
Michelle Pitt, City Recorder
Holly Potter, Deputy City Recorder
Jamie Grandpre, Public Works Director
Paul Hansen, City Engineer
Darwin Cook, Parks and Recreation Director
Jared Stewart, Economic Development Director
Andrew Aagard, Community Development Director

Minutes prepared by Katherin Yei

1. Open City Council Meeting
Council Member Hansen called the meeting to order at 5:30 p.m.

2. Roll Call
Maresa Manzione, Present
David McCall, Present
Tony Graf, Present via phone
Ed Hansen, Present
Justin Brady, Excused

3. Mayor's Report
Mayor Winn reported on upcoming activities celebrating the Fourth of July within the community.

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4. Council Member's Report
The Council Members reported on the events they attended during the week.

5. Discussion Items

Discussion item A was moved to the end of the agenda.

B. Recycling Fees
Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented recycling fees. The City has bid out the recycler since 2017. Ace's proposal has tiers and is based on the number of customers. The City has not exceeded out of the first tier. It is an optional service with a minimum of 4 months. The recycling costs $5.65 a month. As the losses have continued, they had a fee study done. The first option would require to raise fees to $7.50. Option two is starting with a zero-fund balance, price per can would be $7.18. This would allow the City to break even. It is assuming only a 3% cost increase per year in expenses. This fund is unique because it does not have capital assets.

The Council is in favor of the recycling fees.

C. Fraud Risk Assessment
Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented the fraud risk assessment. This is a questionnaire that is required by the state auditor's office. The City score is 335, placing them in low risk. They are in phase two of the audit and schedule on site visits for internal controls.

The City Council asked the following questions:
Why do they not have employees and elected officials sign a written statement of ethical behavior?

Ms. Pitt addressed the Council. They do require a conflict of interest in writing, but do not require a statement of ethical behavior.

Ms. Wimmer addressed the Council. They want to do what is best for the employees, but do qualify under the low risk either way. They have been working hard to make sure there is low risk or any risk is alleviated. There has been an extensive discussion with staff & directors.

Mr. Baker addressed the Council. There is no statutory basis for much of what the fraud assessment says. They are choosing to adopt the standard independently. Staff objected because it is not an indicator of ethical behavior and contains an implication.

D. Ordinance 2023-29 An Ordinance of Tooele City Amending Table 1: Table of Uses in Chapter 7-16 of the Tooele City Code Regarding Accessory Dwellings Units Located Above

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the Ground Floor in the General Commercial Zoning District and Downtown Overlay District
Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented an amendment to accessory dwellings units located above the ground floor in the General Commercial Zoning District and Downtown Overlay District. The General Commercial Zone does allow one unit per 1000 lot size. The downtown area has an overlay providing additional flexibility to encourage economic development. The ordinance amendment proposed is conditional and permitted. It only applies to the overlay district. It fits in the General Commercial but in another area, it does require a permit. Planning commission has not seen this item yet.

A. Proposed Changes to the City Charter Regarding Term Limits and Removal of the Two-Year Appointment Requirement for the City Recorder
Presented by Tony Graf, City Council

Council Member Graf presented changes to the city charter regarding term limits and the removal of the two-year appointment requirement for the City recorder. Tooele is a charter city. In order to change anything, it goes through the City Council. Then, through the ballot system allowing the voters to weigh in. State law does not require City Recorders to be reappointed every two years in any other city. They are asking to remove the term limits and the verbiage of the requirement that the recorder needs to live within Tooele City. In order for this item to move ahead to the ballot, it needs a super majority vote from the City Council.

The City Council asked the following:
What is the difference of an appointed versus a hired official?
Do they need to keep in the verbiage about serving without time?

Council Member Graf addressed the Council. They will strike the term of office sentence. The appointment office is the same as with any department head.

Mr. Baker addressed the Council. The director would serve however long the appointing authority allows, following the rules for termination.

Council Member Graf presented term limits for City Council members. The suggestion is that Council members cannot serve more than three consecutive terms. This would take affect the first Monday in January of 2024. The previous time does not count until they are re-elected. There is no City Council in the state of Utah that has a term limit, but it gives the voters the chance to decide.

The City Council had a discussion on term limits. Council Member Manzione and Council Member Hansen shared disagreement with term limits. The voters should be able to decide.

Council Member Graf addressed the Council. It takes the people in power to look at it on any level. Voters do decide who is in the seat, but this would allow someone new to come in.

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Should see this item on the agenda in the first meeting of August to give Michelle enough time to prepare them for the ballots. They would be two separate items.

6. Closed Meeting - Litigation, Property Acquisition, and/or Personnel
There is no closed meeting.

7. Adjourn
Vice-Chairman Hansen adjourned the meeting at 6:23 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 ____ day of July, 2023

_____
Ed Hansen, City Council Vice-Chair

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Tooele City Council Business Meeting Minutes

Date: Wednesday, June 21, 2023
Time: 7:00 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:
Ed Hansen
Maresa Manzione
Tony Graf
Dave McCall

City Council Members Excused:
Justin Brady

City Employees Present:
Mayor Debbie Winn
Adrian Day, Police Department Chief
Roger Baker, City Attorney
Shannon Wimmer, Finance Director
Michelle Pitt, City Recorder
Holly Potter, Deputy City Recorder
Jamie Grandpre, Public Works Director
Paul Hansen, City Engineer
Darwin Cook, Parks and Recreation Director
Jared Stewart, Economic Development Director
Andrew Aagard, Community Development Director
Kami Perkins, Human Resource Director

Minutes prepared by Katherin Yei

Vice-Chairman Hansen called the meeting to order at 7:13 p.m.

1. Pledge of Allegiance
The Pledge of Allegiance was led by Vice-Chairman Hansen.

2. Roll Call
Tony Graf, Present
Ed Hansen, Present
Maresa Manzione, Present
Dave McCall, Present
Justin Brady, Excused

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3. Mayor's Community Recognition Awards
Mayor Winn presented the Community Recognition award to Peter and Louise Remose.

4. Public Comment Period
The public hearing was opened. No one came forward. The public hearing was closed.

5. Public Hearing & Motion on Resolution 2023-46 A Resolution of the Tooele City Council Adopting a Proposed Tax Rate for Fiscal Year 2023-2024
Presented by Shannon Wimmer, City Finance Director

Ms. Wimmer presented the proposed max tax rate for fiscal year 2023-2024. They will officially adopt this on August 16.

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

Council Member Manzione motioned to approve Resolution 2023-46; A Resolution of the Tooele City Council Adopting a Proposed Tax Rate for Fiscal Year 2023-2024. Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

6. Public Hearing & Motion on Resolution 2023-47 A Resolution of the Tooele City Council Adopting a Tentative Budget for Tooele City for Fiscal Year 2023-2024
Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented the tentative budget. This allows them to continue to fund the City July 1, as they continue to go through truth and taxation.

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

Council Member Graf motioned to approve Resolution 2023-47; A Resolution of the Tooele City Council Adopting a Tentative Budget for Tooele City for Fiscal Year 2023-2024. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

7. Public Hearing & Motion on Resolution 2023-48 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2022-2023
Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented the final budget amendments for fiscal year 2022-2023. There were some large number adjustments.

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

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Council Member McCall motioned to approve Resolution 2023-48 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2022-2023. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

8. Public Hearing & Motion on Ordinance 2023-30 An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 2 Acres of Property Located at 602 West 3 O'clock Drive from High Density Residential (HDR) to Regional Commercial (RC)

Presented by Andrew Aagard, Community Develop Director

Mr. Aagard presented a Land Use Map Amendment for the property located at the intersection of 3 O'clock Drive and SR-36. The property is zoned MR-12, Multi-family. The land use designation is HDR, High density residential. The applicant wishes to change it to RC, Regional Commercial. They are looking to put a convenience store with gasoline services. Staff suggests the Planning Commission includes the entirety of the property in the amendment. The Neighborhood Commercial zone does allow service stations as well. The Planning Commission recommended approval of community commercial. The Planning Commission did also recommend the parcel next to this property in the land use change.

The City Council asked the following:
Is the applicant ok with Community Commercial?
How can they combat light pollution to residents in the area?

Mr. Baker addressed the Council. The Planning Commission recommended to include additional land, including additional access. The Conditional Use Permit process could address that as an impact.

Mr. Aagard addressed the Council. They can put something on the lights to direct glare of the lights into the site.

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

Council Member McCall motioned to approve Ordinance 2023-30; An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 4 Acres of Property Located at 602 West 3 O'clock Drive from High Density Residential (HDR) to Community Commercial. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

9. Public Hearing & Motion on Ordinance 2023-31 An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 0.39 Acres of Property Located at 105 East 1000 North from Regional Commercial (RC) to Medium Density Residential (MDR)

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Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a Land Use Map amendment for the property located 105 E 1000 N. There is an existing single-family home. It is currently zoned RR-1. The current Land Use designation is Regional Commercial. The applicant would like to change the designation to medium density residential. The applicant would like to subdivide .39 acre to maintain the house on its own property. The Planning Commission recommends approval of this item.

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

Council Member Manzione motioned to approve Ordinance 2023-31; An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 0.39 Acres of Property Located at 105 East 1000 North from Regional Commercial (RC) to Medium Density Residential (MDR). Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

10. Ordinance 2023-20 An Ordinance of Tooele City Reassigning the Zoning for Approximately 0.39 Acres of Property Located at 60 South Main Street from GC General Commercial to MU-G Mixed Use General (was tabled on 05/03/2023)
Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a reassignment of Approximately 0.39 Acres of Property Located at 60 South Main Street from GC General Commercial to MU-G Mixed Use General. This item was tabled to allow the City to work with the Downtown Alliance concerning permitting of residential uses in the downtown alliance. The property is located in an existing building located 60 south main street. It is zoned GC, General Commercial. The land use map was changed to Mixed-Use. The subject property is to rezone to MU-G, allowing a residential treatment center in the upper facility.

The Council asked the following:
Are accessory dwelling units are allowed with a conditional use permit in General Commercial?

Mr. Aagard addressed the Council. It allows living quarters and a treatment facility.

The applicant addressed the Council. They currently have a group living designation. This application is to have an option to have eight residential areas above their facilities. They are not mandated to live there.

Council Member Hansen motioned to approve Ordinance 2023-20 An Ordinance of Tooele City Reassigning the Zoning for Approximately 0.39 Acres of Property Located at 60 South Main Street from GC General Commercial to MU-G Mixed Use General. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Nay," Council Member Manzione, "Nay," Council Member McCall, "Aye." The motion was denied.

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11. Ordinance 2023-24 An Ordinance of Tooele City Amending the Tooele City Personnel Policies and Procedures Manual

Presented by Kami Perkins, Human Resources Director

Ms. Perkins presented changes to the Tooele City Personnel Policies and Procedures Manual. They are anticipated to have little to no impact to general employees and are primarily addressing editorial revisions, editorial changes needed due to recent changes in law, and a change in benefit eligibility eliminating health insurance option for elected city council members.

A summary of the changes includes the following:

Section 2: Equal Employment Opportunity & Workplace Accommodations. Editorial revisions noting City compliance with new legislation: Federal Pregnant Workers Fairness Act (PWFA) and Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act. The provisions required under these laws were already required under Utah State law.

Section 14: Outside Employment. Editorial revisions.

Section 29: Benefits. Removes part-time Council Members' ability to participate in the Tooele City Group Health or Waiver program. It adds cash-in-lieu/waiver information to policy and makes editorial revisions to Section 125 plan narrative; adds information regarding Health Savings Plan (HSA) eligibility and employer contributions; makes revisions to the Utah Retirement System benefit regarding Tier 2 benefit protection contracts to comply with Utah State law requiring benefit protection for sworn police officers and firefighters whose line-of-duty long-term disability benefits extend beyond workers compensation, if applicable; and, includes information regarding eligibility for exemption from vesting requirements of the Tier 2 plan for certain eligible employees.

Section 30: Retiring & Retiree Benefits. Modifies the Public Safety Mental Health Retiree Benefit provision due to changes to Utah Code Title 54, Chapter 21 passed in the 2023 legislative section including expansion of coverage to certain non-sworn positions; clarifies that Tooele City will comply with the provisions of the law by providing eligible retirees with mental health benefits through Tooele City's Employee Assistance Program for three years following their date of retirement and thereafter with access to a peer support specialist/program if requested.

Council Member McCall motioned to approve Ordinance 2023-24; An Ordinance of Tooele City Amending the Tooele City Personnel Policies and Procedures Manual. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

12. Resolution 2023-38 A Resolution of the Tooele City Council Adopting the Modified Public Employees Health Program (PEHP) IRC Section 125 Cafeteria Prototype Plan for Tooele City's Cash-In-Lieu / Waiver Program

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Presented by Kami Perkins, Human Resources Director

Ms. Perkins presented the modified PEHP IRC section 125 cafeteria prototype plan for Tooele City's cash-in-lieu/waiver program. This is the paperwork/plan document side of the cash-in-lieu waiver program, allowing the City to run the program and be in compliance with the IRS.

Council Member Hansen motioned to approve Resolution 2023-38 A Resolution of the Tooele City Council Adopting the Modified Public Employees Health Program (PEHP) IRC Section 125 Cafeteria Prototype Plan for Tooele City's Cash-In-Lieu / Waiver Program. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

13. Resolution 2023-49 A Resolution of the Tooele City Council Approving an Agreement with RH Borden and Company LLC for Sewer Line Transmissive Acoustics Assessment Services

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an agreement with RH Borden and Company LLC for sewer line transmissive acoustics assessment services. Last summer, they were able to do the south part of town with great results. The resolution is for the middle part of town, 265,000 feet of pipe and 1000-man holes in the amount of $57,700.

Council Member Manzione motioned to approve Resolution 2023-49 A Resolution of the Tooele City Council Approving an Agreement with RH Borden and Company LLC for Sewer Line Transmissive Acoustics Assessment Services. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

14. Resolution 2023-50 A Resolution of the Tooele City Council Approving an Agreement with TecServ, Inc. for Computer Network Maintenance Services

Presented by Chris Neilson, IT Director

Mr. Nielson presented a contract with TecServ, Inc. They will be reducing the number of hours, covering 5 hours a week of service.

Council Member Graf motioned to approve Resolution 2023-50 A Resolution of the Tooele City Council Approving an Agreement with TecServ, Inc. for Computer Network Maintenance Services. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

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15. Resolution 2023-51 A Resolution of the Tooele City Council Approving a Change Order #2 with Broken Arrow Inc. for the 2022 Seventh Street Road and Utility Improvement Project

Presented by Paul Hansen, City Engineer

Mr. Hansen presented a change order with Broken Arrow Inc. for the seventh street road and utility improvement project. They are needing to work on the storm drains and run underground power conduit for Rocky Mountain Power. The cost is $54,904.83. They will need to make modifications to the duct bank for the telecommunication devices. They are asking for $65,000 with a $500,000 contingency paid from the storm drain fund.

Council Member McCall motioned to approve Resolution 2023-51 with the contingency and adjustment as stated. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

16. Invoices & Purchase Orders

There are no invoices to approve.

17. Minutes

There are no changes to the minutes

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

18. Adjourn

Vice-Chairman Hansen adjourned the meeting at 8:12pm.

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 July, 2023

_____

Ed Hansen, City Council Vice-Chair

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