

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council & Tooele City Redevelopment Agency of Tooele City, Utah, will meet in a Work Session, on Wednesday, March 1, 2017 at the hour of 5:00 p.m. The meeting will be held at the Tooele City Hall Large Conference Room located at 90 North Main Street, Tooele, Utah.

1. Open City Council Meeting

2. Roll Call

3. Discussion:

- **WFRC Draft RPO Plan**
- **Catastrophic Wildfire Discussion**
Presented by Bucky Whitehouse
- **Resolution 2017-10 A Resolution of the Tooele City Council Approving a Contract with Rocky Mountain Recycling**
Presented by Mayor Patrick Dunlavy
- **Ordinance 2017-04 An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-15 Regarding Secondhand and Junk Dealers**
Presented by Matt Johnson
- **Ordinance 2017-05 An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-11 Regarding Private Police or Detectives**
Presented by Matt Johnson
- **Reimbursement of Subdivision Water Modeling Fees**
Presented by Jim Bolser

4. Close Meeting

- **Litigation**
- **Property Acquisition**
- **Personnel**

5. Adjourn

Michelle Y. Pitt
Tooele City Recorder/RDA Secretary

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2110 or michellep@tooelecity.org, prior to the meeting.

LAND USE

Subdivision Review

Preliminary Plan:	\$1,000 + \$50.00 per lot
Final Plat:	\$1,500 + \$50.00 per lot
Minor Subdivision:	\$1,000 + \$50.00 per lot
Plat Amendment:	\$1,000 + \$50.00 per lot
Property Line Adjustment:	\$200.00/property
Property Combination:	\$200.00/property
Preliminary Plan Approval Extension:	\$150.00
Final Plat Approval Extension:	\$150.00

Water Modeling Fee:

<u>Lot Split on Existing Water Main Line</u>	<u>\$0.00</u>
<u>Lot Split on New Water Main Line</u>	<u>\$500.00</u>
<u>≥3 and ≤10 Lots</u>	<u>\$500.00</u>
<u>11 to 50 Lots</u>	<u>\$1,000.00</u>
<u>51 to 100 Lots</u>	<u>\$1,500.00</u>
<u>101+ Lots</u>	<u>\$1,500.00 + \$10.00/Lot</u>

Site Plan Review

Commercial

Sites <1 Acre:	\$1,500.00
Sites 1.0 to 3.0 Acres:	\$2,000.00
Sites >3.0 Acres:	\$2,000.00 + \$500/acre or portion >3

Multi-Family Residential

Sites <1 Acre:	\$1,500.00
Sites 1.0 to 3.0 Acres:	\$2,000.00
Sites >3.0 Acres:	\$2,000.00 + \$500/acre or portion >3

Site Plan Amendment: \$1,000.00

Site Plan Approval Extension: \$150.00

Conditional Uses

Conditional Use Permit: \$750.00

Administrative Conditional Use Permit: \$150.00

Permit Extension: \$150.00

Permit Appeal: \$150.00

Zoning

Zoning Map Amendment: \$1,000.00 + \$100.00/acre

Ordinance Text Amendment: \$2,000.00

General Plan / Master Plan

Plan Map Amendment: \$1,000.00 + \$100.00/acre

Plan Text Amendment: \$2,000.00

Board of Adjustment

Appeal: \$350.00

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council & Tooele City Redevelopment Agency of Tooele City, Utah, will meet in a Business Meeting on Wednesday, March 1, 2017 at the hour of 7:00 P.M. The meeting will be held in the Tooele City Hall Council Room located at 90 North Main Street, Tooele, Utah.

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Mayor's State of the City Address**
Presented by Mayor Patrick Dunlavy
- 4. Mayor's Youth Recognition Awards**
- 5. Public Comment Period**
- 6. Resolution 2017-10 A Resolution of the Tooele City Council Approving a Contract with Rocky Mountain Recycling**
Presented by Mayor Patrick Dunlavy
- 7. Ordinance 2017-04 An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-15 Regarding Secondhand and Junk Dealers**
Presented by Matt Johnson
- 8. Ordinance 2017-05 An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-11 Regarding Private Police or Detectives**
Presented by Matt Johnson
- 9. Minutes**
- 10. Invoices**
Presented by Michelle Pitt
- 11. Adjourn**

Michelle Y. Pitt
Tooele City Recorder/RDA Secretary

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2110 or michellep@tooelecity.org, prior to the meeting.

TOOELE CITY CORPORATION

RESOLUTION 2017-10

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH ROCKY MOUNTAIN RECYCLING.

WHEREAS, Tooele City has instituted an opt-in curbside recycling program, utilizing the services of Ace Disposal company; and,

WHEREAS, as part of the recycling program, it is necessary to contract directly with a third-party recycler to receive the recyclables from Ace; and,

WHEREAS, the proposed agreement with Rocky Mountain Recycling is attached as Exhibit A; and,

WHEREAS, the recycling program and the agreement are in the best interests of Tooele City and its residents and businesses:

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

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Rocky Mountain Recycling Agreement

RECYCLING SERVICES AGREEMENT

This RECYCLING AGREEMENT ("Agreement"), effective this ___ day of February, 2017 is by and between Rocky Mountain Recycling, LLC, a Utah limited liability company ("RMR" or "Contractor"), and the City of Tooele, a body corporate and politic of the State of Utah ("City") (collectively, the "Parties").

WHEREAS, City desires to obtain recycling services from a materials recovery facility to receive, process and market commingled recycling refuse material from the City's residential curbside collection activities that are delivered by their contracted commercial hauler;

WHEREAS, with Tooele initiating city-wide residential recycling services, RMR has submitted a proposal to provide recycling and related services and City desires to accept said proposal and to receive the services as set forth in said proposal.

NOW, THEREFORE, in consideration of the acts, covenants, and mutual benefits to be derived, RMR and City agree as follows:

AGREEMENTS:

1. Scope of Services. The City has its contracted residential recycling hauler deliver (and any other hauler(s) the City may utilize now or at any other time during the Term of this Agreement) all household recyclable material to a Rocky Mountain Recycling facility for processing. For the purposes of this Agreement, "Recyclable Materials" shall mean all commingled material that is capable of being recycled as listed under the "What We Recycle" section on www.rockymountainrecycling.com.
2. Consideration. RMR shall pay or charge the City according to RMR's market pricing schedule in effect at the time this Agreement is executed as set forth in Schedule A to this Agreement. This pricing shall be reviewed on a monthly basis by RMR and shall be adjusted monthly to reflect current market conditions. RMR shall report all adjustments to the City agent as often as the payment or charge is adjusted.
3. Term of Agreement. This Agreement shall be effective upon execution by both parties. The term of this Agreement shall commence a 36 month term on [DATE] and shall terminate on [DATE] (the "Term"). This Agreement shall automatically renew for up to an additional three (3) one (1) year terms, unless either party gives the other notice of its intent to terminate this Agreement at the end of the Term and delivers such notice to the other party no later than sixty (60) calendar days prior to the end of the Term. This Recycling Agreement is also dependent upon the City continuing to have some or all of its contracted residential recycling hauler deliver the City's Recyclable Materials to RMR. During the term

of this Agreement, RMR retains the exclusive right to purchase, process and market all City recyclables delivered to RMR pursuant to this Agreement.

4. Quality Control Procedure. RMR shall have the right to audit at its own expense all loads of Recyclable Materials delivered into its possession by City and shall have the right to present its findings in writing to City on a monthly basis. City shall have the right to receive notice and have its agent present during any audit. In the event that audited loads average more than ten (10) percent of contamination for three (3) consecutive months, RMR shall have the right to request renegotiation of Schedule A for any future payment periods.
5. Insurance Coverage. RMR represents and warrants that it maintains sufficient insurance coverage to protect RMR and City against any and all claims or demands arising out of personal injuries, death or property damage caused by, or in connection with, the Services rendered under this Agreement as required by City. RMR agrees to maintain such insurance coverage as long as this Agreement is in effect. RMR further agrees to provide City with proof of such insurance coverage within five (5) days of the full execution of this Agreement and at least once every six months thereafter for the duration of the Agreement.
6. Indemnification. RMR agrees to defend, indemnify and hold City harmless from and against any and all claims and liabilities caused by and arising from RMR's rendering of the Services under this Agreement.
7. Termination. In addition to the provisions regarding termination set forth in Paragraph 3, above, either party may terminate this Agreement for an "Event of Default" as defined, upon written notice to the defaulting party.
 - a. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment hereunder when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.
 - b. Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of sixty (60) days, RMR or City shall have the right to terminate

this Agreement without liability or penalty effective upon written notice to the other party.

- c. No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.
8. Confidentiality. Both RMR and City shall hold all information provided to it by the other for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party or to any representative of the news media without prior written consent of City. However, City may disclose without penalty any information that is required to be disclosed per the Government Records Access and Management Act or any other state or federal law.
9. Independent Contractor/No Agency. The relationship between RMR and City under this Agreement shall be that of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between City and RMR of employer and employee. The Parties agree that RMR's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.
10. General Provisions.
 - a. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally, sent via electronic mail with valid delivery receipt, sent by federal express or other recognized overnight delivery service, or mailed by registered or certified mail, return receipt requested, to the parties as follows or to such other addressee as a party may in writing designate.

If to RMR:

Larry Gibbons
Director of Business Development
Rocky Mountain Recycling, LLC
2950 W. 900 S.
Salt Lake City, Utah 84101

lgibbons@rockymountainrecycling.com

If to City:

Patrick Dunlavy
Tooele City Mayor
90 N. Main Street
Tooele, UT 84074
pdunlavy@tooelecity.org

Each notice, demand, request or communication that shall be given or made in the manner described in this Section shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. This Section shall survive termination of this Agreement.

- a. Further Assurances. Each party agrees to perform all other acts that may be reasonably necessary to further the purposes of this Agreement.
- b. Amendment. This Agreement may not be altered, amended, waived, or modified except in writing signed by both RMR and City.
- c. Severability. If any part of this Agreement shall to any extent be invalid or unenforceable, the remainder shall not be affected.
- d. Governing Law. The parties agree that this Agreement shall be governed exclusively by the laws of the State of Utah.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, RMR and City have voluntarily signed this Agreement consisting of six (6) pages plus Exhibit "A" consisting of one (1) page, effective as of the first date set forth above.

For Rocky Mountain Recycling, LLC:

For City:

Signed: _____

Signed: _____

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 20__, personally appeared before me _____
who being by me duly sworn did say that he or she is the _____ of _____,
a limited liability company, and that the foregoing instrument was duly authorized by the
Members/Managers of said limited liability company.

NOTARY PUBLIC
Residing in _____ County, _____.

SCHEDULE A TO RECYCLING AGREEMENT

Locations Covered by Agreement:
Rocky Mountain Recycling South Salt Lake Facility

Recyclable Materials Covered by Agreement:
All City recyclable materials delivered to the Rocky Mountain Recycling South Salt Lake Facility.

<u>Pricing Due Under Agreement:</u>	Based upon OBM pricing and subject to adjustment.
If the average price of NEWS and OCC during the previous month was:	The Purchase Price for the current month will be:
\$0.00-100.00/ ton	\$-15.00/ton
\$100.01-\$110.00/ ton	\$-5.00/ton
\$110.01-\$120.00/ ton	\$0.00/ton
\$120.01-\$130.00/ ton	\$5.00/ton
\$130.01- 140.00/ ton	\$10.00/ton
\$140.01-\$150.00/ ton	\$15.00/ton
\$150.01-\$160.00/ ton	\$20.00/ton
\$160.01-\$170.00/ ton	\$30.00/ton
\$170.01- \$180.00/ ton	\$40.00/ton

NOTE: THIS IS OFFERED TO TOOELE AND SUBJECT TO CHANGE.

For example if the average price of News for the month of is \$75.00 and the average price of OCC for the month is \$105.00, the combined average for this month is \$90.00. The City would pay RMR \$15.00/ton.

TOOELE CITY CORPORATION

ORDINANCE 2017-04

AN ORDINANCE OF TOOELE CITY REPEALING TOOELE CITY CODE CHAPTER 5-15 REGARDING SECONDHAND AND JUNK DEALERS.

WHEREAS, Tooele City Code (TCC) Chapter 5-15 regulates secondhand dealers, precious metal dealers, antique dealers, and junk dealers (see current TCC Chapter 5-15 attached as Exhibit A); and,

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

WHEREAS, TCC Chapter 5-15 requires an antiquated, paper-based tracking system which has been rendered obsolete by the computerized databases described in UCA Chapter 13-32a; and,

WHEREAS, TCC Chapter 5-15 is almost entirely preempted by UCA Chapter 13-32a, and any remainder that is not preempted is no longer workable given modern business practices,

WHEREAS, the City Administration recommends repeal of TCC Chapter 5-15:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 5-15 is hereby repealed.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Current TCC Chapter 5-15

CHAPTER 15. SECONDHAND AND JUNK DEALERS

5-15-1. Definitions.

5-15-2. License required.

5-15-3. Transaction records required.

5-15-4. Copies to police department.

5-15-5. Property to be kept thirty (30) days before disposition.

5-15-6. Place of business to be closed during certain hours.

5-15-7. Dealing with minors prohibited.

5-15-8. Fence required around open storage.

5-15-9. Liability of principal.

5-15-10. Violation a misdemeanor.

5-15-1. Definitions.

(1) For the purpose of this Chapter, the following words shall have the meaning as set forth herein:

(a) Secondhand dealer: Any person who keeps a store, office or place of business for the purchase, barter or exchange or sale of any secondhand merchandise of value, or who engages in the business of dealing in secondhand goods. for the purpose of this Chapter, a "secondhand dealer" shall not be meant to include any person who deals in the purchase, barter, exchange or sale of used motor vehicles and trailers, nor a scrap metal processor.

(b) Secondhand precious metal dealer: Any person who engages in buying and selling old gold, silver, platinum or other precious metal or secondhand articles containing any of such metals.

(c) Junk dealer: Any person who engages in buying or selling old metals, glass, rags, rubber, paper or other junk from a fixed place of business.

(d) Antique dealer: Any person engaged in the business of selling old or archaic items which are indicative of an older culture.

(e) Dealer: Any secondhand dealer, secondhand precious metal dealer, junk dealer or antique dealer as defined herein. (Ord. 83-22, 12-07-83)

5-15-2. License required.

It shall be unlawful for any person to operate as a secondhand dealer, secondhand precious metal dealer, junk dealer, or an antique dealer without first obtaining a business license and paying the fees required by Section 5-1-10 of this Title. (Ord. 83-22, 12-07-83)

5-15-3. Transaction records required.

(1) It shall be unlawful for any secondhand dealer, secondhand precious metal dealer, junk dealer or antique dealer or his or her agents or employees to fail to keep a permanent record of each purchase or receipt of secondhand junk or antique items. Said record shall be legibly written in ink and in the English language at

the time of the transaction. No such record or any portion thereof shall be erased, obliterated or defaced. The records shall contain the following information with regard to each transaction:

(a) The date of the transaction;

(b) The name and address of the seller (if the property is jointly owned, each joint owner must be designated);

(c) An accurate description of the goods, articles or things purchased or otherwise obtained, including the serial number of the article, if any, the name of the manufacturer, if available, and the dimensional description, if applicable;

(d) The amount of money paid therefor;

(e) The date and time of day of the purchase or receipt of such goods, articles or things; and,

(f) The serial number of the ticket required in subsection (b) below.

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

(a) The following information concerning the seller(s):

(i) The last, first and middle name;

(ii) The signature of the seller(s);

(iii) The street address, city, state and

zip code;

(iv) Phone number;

(v) Sex (male or female);

(vi) Date of birth;

(vii) Height;

(viii) Weight;

(ix) Race;

(x) Scars / marks;

(xi) Identification used and pertinent

numbers;

(xiii) Right thumbprint;

(b) The name of the person accepting the property for the dealer;

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

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

(a) The original shall be retained by the dealer;

(b) The second copy retained by the person selling the article; and,

(c) The final copy shall be delivered to the Tooele City Police Department during the next business day following the transaction.

(4) All of the above required records and information shall be open to the inspection of any police

officer during regular business hours.

(5) It shall be a misdemeanor for a dealer or his or her agent or employee to issue any ticket which is not serially numbered in sequence and shown in the ledger book referred to in Paragraph (a) above, nor to intentionally falsify any information on either the ledger or the three (3) part ticket. (Ord. 83-22, 12-07-83)

5-15-4. Copies to police department.

It shall be unlawful for any person licensed by this Chapter to fail to submit a copy of all entries upon the records required to be maintained by this Chapter to the Tooele City Police Department on the business day following the entry, except that the records regarding merchandise purchased from other dealers need not be so submitted but shall be retained by the dealer at his place of business for inspection by the Police Department. (Ord. 83-22, 12-07-83)

5-15-5. Property to be kept thirty (30) days before disposition.

It shall be unlawful for any person licensed by this Chapter to sell or otherwise dispose of any secondhand, junk or antique property for a period of thirty (30) days from the date of receiving the same, unless expressly permitted in writing to dispose of such property by the Police Department prior to the expiration of such period. If requested to do so by a police officer, all goods, articles or items sold or delivered to any secondhand, junk and antique dealers which said police officer has reasonable grounds to believe is stolen or contraband or otherwise illegal sales items, must be retained and held for an additional thirty (30) days from the date of request, unless sooner released by the police department. (Ord. 83-22, 12-07-83)

5-15-6. Place of business to be closed during certain hours.

It shall be unlawful for any secondhand, junk or antique dealer to keep his place of business open for trade before the hours of seven o'clock a.m. (7:00 a.m.) or after seven o'clock p.m. (7:00 p.m.) or on Sunday, provided, however, that on Saturday of each week, and on days preceding legal holidays, and the last fifteen (15) days of December of each year, it shall be lawful for secondhand and junk dealers to keep their places of business open until eleven o'clock p.m. (11:00 p.m.). (Ord. 83-22, 12-07-83)

5-15-7. Dealing with minors prohibited.

It shall be unlawful for any licensee under this Chapter by himself, or by his agents or servants, to purchase or receive any personal property, book, current public school textbook or any articles whatsoever from any person under eighteen (18) years of age without the written consent of a parent or guardian of said person. (Ord. 83-22, 12-07-83)

5-15-8. Fence required around open storage.

It shall be unlawful for the owner of, occupant of, or person having control of any lot, yard or any other premises within the City limits to keep, collect, permit, maintain or store in the open thereon, any metal, glass, bottles, rags, cans, sacks, rubber, paper or other articles commonly known as junk or any articles known as secondhand goods, ware or merchandise unless said property complies with all laws of the City. (Ord. 83-22, 12-07-83)

5-15-9. Liability of principal.

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

5-15-10. Violation a misdemeanor.

Any person violating any of the provisions of this Chapter shall be guilty of a misdemeanor and shall upon conviction therefor, be punished by a fine in a sum not to exceed two hundred ninety-nine dollars (\$299.00) and by imprisonment for not more than sixty (60) days or by both such fine and imprisonment. (Ord. 83-22, 12-07-83)

TOOELE CITY CORPORATION

ORDINANCE 2017-05

AN ORDINANCE OF TOOELE CITY REPEALING TOOELE CITY CODE CHAPTER 5-11 REGARDING PRIVATE POLICE OR DETECTIVES.

WHEREAS, Tooele City Code (TCC) Chapter 5-11 regulates private police or detectives (see current TCC Chapter 5-11 attached as Exhibit A); and,

WHEREAS, TCC Chapter 5-11 is preempted by Utah Code Annotated (UCA), including UCA Chapter 53-9 (Private Investigator Regulation Act), UCA Chapter 53-5 (Regulation of Firearms), and UCA Chapter 41-6a Part 16 (Utah Traffic Code – Vehicle Equipment); and,

WHEREAS, the City Administration recommends repeal of TCC Chapter 5-11:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 5-11 is hereby repealed.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Current TCC Chapter 5-11

CHAPTER 11. PRIVATE POLICE OR DETECTIVE

5-11-1. License required.

5-11-2. License procedures.

5-11-3. License duration - Revocation.

5-11-4. Persons disqualified from licensing.

5-11-5. Information concerning applicant required.

5-11-6. Applicants to be photographed, fingerprinted.

5-11-7. Bond required.

5-11-8. Liability insurance required.

5-11-9. License fee.

5-11-10. Duty to carry license card.

5-11-11. Badges, uniforms resembling city police.

5-11-12. Vehicles resembling city police.

5-11-13. Permits for firearms, sirens, lights.

5-11-14. Permits to escort parades and processions.

5-11-15. Misrepresenting fact of licensing.

5-11-16. License not transferable.

5-11-17. Exemptions.

5-11-18. Violation a misdemeanor.

5-11-1. License required.

(1) It shall be unlawful for any person to engage in the business of a private detective, merchant policeman, or investigator, or to provide for watchman, guard or private patrolman services for a fee or a reward unless such person first obtains a license from the City as herein provided. This requirement shall not apply to an armed security guard or to any other person performing a function that is specifically exempted by Utah statute from licensing by the City of Tooele.

(2) All security guards or security guard companies operating within the City shall be required to obtain a standard business license pursuant to the provisions of Sections 5-1-1 et seq. of the Tooele City Code. (Ord. 87-24, 01-02-88; Ord. 83-22, 12-07-83)

5-11-2. License procedures.

Any person desiring to engage in a business regulated by this Chapter shall make application to the Recorder for such license. Each applicant or his agent at the time of filing his application and each prospective employee who shall work within the City limits of the City of Tooele and his immediate superior shall appear in person before the City Chief of Police, who shall inquire of him as to his experience and qualifications and other basic requirements as herein provided to engage in such business. The Chief of Police shall then file his written findings and recommendations with the Recorder and the City Council. The Recorder shall prepare the application and supporting information for the City Council, which shall either issue or deny such license or allow said employment based upon the recommendation of the Recorder and the Chief of Police and such other information as the City Council

may have concerning the applicant and upon the payment of the required fee. (Ord. 83-22, 12-07-83)

5-11-3. License duration - Revocation.

A license required by this Chapter shall be for the calendar year and may be revoked at any time by action of the City Council for cause pursuant to hearing procedures set forth in Section 5-1-29. (Ord. 83-22, 12-07-83)

5-11-4. Persons disqualified from licensing.

No license required by this Chapter shall be issued to any person nor shall any person be employed by a license under this Chapter who is not a citizen of the United States; or who is under the age of twenty-one (21) years of age; or who has been convicted of a felony by the courts of this or another state or of the United States; or who has been convicted anywhere of an act or acts which, if done in the State of Utah, would constitute an assault, theft, larceny, unlawful entry, extortion, buying or receiving stolen property, unlawfully using or possessing or carrying weapons or burglar's tools or escaping from lawful custody, or of a crime or crimes involving moral turpitude; or who has been convicted in any other state of acts which, if done in the State of Utah would be a felony; nor shall any person who makes any false statement in his application for a license required by this Chapter be deemed a qualified person for such license. Information concerning the above matters shall be delivered to the Recorder and the City Council by the Police Department. (Ord. 83-22, 12-07-83)

5-11-5. Information concerning applicant required.

(1) The application required by this Chapter shall set forth the name, age, experience and address of the applicant.

(2) If the applicant is a partnership, such information shall be given regarding each member of the partnership, the person to be in active charge of such partnership, and all employees working within the City limits of the City of Tooele as well as their immediate superiors.

(3) If the applicant is a corporation, information shall be given concerning each officer, director, local employees, their immediate superior and the person to be in active charge of such corporation. (Ord. 83-22, 12-07-83)

5-11-6. Applicants to be photographed, fingerprinted.

Any person required to appear before the City officials as set forth in Section 5-11-2 above shall file with the Chief of Police at the time of his personal interview a photograph and fingerprints of himself. (Ord. 83-22, 12-07-83)

5-11-7. Bond required.

Each application for a license under this Chapter shall be accompanied by a corporate surety bond in the amount of three thousand dollars (\$3,000.00) executed by a surety company authorized to do business in the State of Utah and conditional upon the person applying for the license complying with all of the laws and ordinances regulating the business of the type set forth in this Chapter and all lawful requirements made by the City Council and paying all damages occasioned to any person by reason of any statement misrepresentation, fraud or deceit of the licensed person, his agent or employee, or which may result from any other violation of law or ordinance in carrying on the licensed business. (Ord. 83-22, 12-07-83)

5-11-8. Liability insurance required.

Each application for a license under this Chapter shall be accompanied by a policy of liability insurance in an amount not less than two hundred fifty thousand dollars (\$250,000.00) per person injured or damaged, issued by an insurance company authorized to do business in the State of Utah, and conditioned for the payment to any person for damages or any injury occasioned by the fault or negligence of the licensee or the licensee's employees. (Ord. 83-22, 12-07-83)

5-11-9. License fee.

The fee for licenses required by this Chapter shall be established in accordance with Section 5-1-10; and all matter relating to fee payments, prorations, renewals, etc., shall be governed as provided in Chapter 1, Sections 2 - 3, et seq. (Ord. 83-22, 12-07-83)

5-11-10. Duty to carry license card.

Each person licensed under this Chapter shall carry on his person at all times a card issued by the Recorder certifying that such person is duly licensed to engage in the business of the type set forth in this Chapter and for which the license is issued. (Ord. 83-22, 12-07-83)

5-11-11. Badges, uniforms resembling city police.

A licensee under this Chapter or employees of a licensee shall not wear a uniform or display a badge that is in any way similar to the uniform or badge worn and displayed by the City Police or other official law enforcement agency acting within the State of Utah. The decision of the Chief of Police as to any similarity shall be final, and failure to comply with the decision of the Chief of Police shall be grounds for revocation of the license. (Ord. 83-22, 12-07-83)

5-11-12. Vehicles resembling city police.

A licensee under this Chapter or employees of a licensee shall not operate a motor vehicle in the performance of his business with a label, decal or business name that is in any way similar to the label,

decal or name appearing on the motor vehicles of the City Police Department or other official law enforcement agency acting within the State of Utah. The decision of the Chief of Police as to nay such similarity shall be final, and failure to comply with the decision of the Chief of Police shall be grounds for revocation of the license. (Ord. 83-22, 12-07-83)

5-11-13. Permits for firearms, sirens, lights.

A licensee under this Chapter may apply to the Chief of Police for an annual permit to carry a firearm so long as the same is openly displayed; and for an annual permit to have a siren; and for an annual permit to have a warning light, all subject to the rules and regulations promulgated by the Chief of Police and the laws of the State of Utah, after which the Chief of Police may issue said annual permits, or any of them. Any permit so issued shall terminate upon cessation of a business by the licensee, revocation of the licensee's license or upon revocation of any said permits for cause. (Ord. 83-22, 12-07-83)

5-11-14. Permits to escort parades and processions.

A licensee under this Chapter may apply to the Chief of Police for an annual permit to escort processions and parades subject to the ordinances of the City and the rules and regulations promulgated by the Chief of Police, after which the Chief of Police may issue said annual permit. Any permit so issued shall terminate upon cessation of business by the licensee, or upon revocation of the licensee's license or upon revocation of the permit for cause. (Ord. 83-22, 12-07-83)

5-11-15. Misrepresenting fact of licensing.

It shall be unlawful for any person to represent to any other person that he is duly licensed to carry on the type of business set forth in this Chapter when in fact he is not so licensed or employed. (Ord. 83-22, 12-07-83)

5-11-16. License not transferable.

Licenses granted under the provisions of this Chapter are not transferable. (Ord. 83-22, 12-07-83)

5-11-17. Exemptions.

Nothing in this Chapter shall be construed as requiring a license by any watchman or person regularly employed as a watchman by any firm or corporation or any person investigating credit records or insurance claims. (Ord. 83-22, 12-07-83)

5-11-18. Violation a misdemeanor.

Violation of the provisions of this Chapter is a misdemeanor punishable as provided in Section 5-1-33. (Ord. 83-22, 12-07-83)

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

Date: Wednesday, February 15, 2017
Time: 5:00 p.m.
Place: Tooele City Hall, Large Conference Room
90 North Main St., Tooele, Utah

City Council Members Present:

Chairwoman Debbie Winn
Scott Wardle, for a portion of the meeting
Dave McCall
Steve Pruden
Brad Pratt

City Employees Present:

Mayor Patrick Dunlavy
Glenn Caldwell, Finance Director
Jim Bolser, Director of Community Development and Public Works
Michelle Pitt, Recorder
Roger Baker, City Attorney
Rachelle Custer, City Planner
Ron Kirby, Police Chief
Paul Hansen, City Engineer
Randy Sant, Economic Development and Redevelopment Agency Director

Minutes prepared by Michelle Pitt

1. Open Meeting

Chairwoman Winn called the meeting to order at 5:00 p.m.

2. Roll Call

Debbie Winn, Present
Scott Wardle, Present for a portion of the meeting
Dave McCall, Present
Steve Pruden, Present
Brad Pratt, Present

3. Discussion:

Chairwoman amended the agenda to discuss Ordinance 2017-07 first.

- Ordinance 2017-07 An Ordinance of Tooele City Amending Tooele City Code Title 6 Regarding Animal Control Presented by Police Chief Ron Kirby and Roger Baker

Chief Kirby explained that he approached Mr. Baker asking for some changes in Title 6. Mr. Baker discovered more changes that needed to be made as he reviewed the Code. Chief Kirby explained some of the changes, such as changing the number of days they keep the animals from three to five. Mr. Baker added that they made the five day designation consistent throughout the Code. Mr. Baker said that animal owners are responsible for the costs of boarding their animals at the shelter, so the added two days won't cause a burden to the City. Mr. Baker stated that the charge has been reduced from a class B misdemeanor to a class C misdemeanor if someone had a "naughty" animal that they were not supposed to have. Chief Kirby said that there had been an allowance for kennels that the police department was supposed to regulate. The police department has never done that, so that portion was removed. Mr. Baker added that Bryan Slade, at the Health Department, said they don't regulate kennels either. The land use ordinance says whether kennels are allowed, and then the nuisance laws kick in if there are flies, noise, or other issues causing a nuisance. Mr. Baker went on to say that the changes also add definitions to clarify the structure of how the animal control division fits in to the police department, and how the animal control shelter fits in to the animal control division.

Chief Kirby was excused from the meeting.

- Ordinance 2017-08 An Ordinance of Tooele City Amending Tooele City Code Chapters 5-1 Regarding Business Licensing for Independent Contractors Presented by Michelle Pitt

Ms. Pitt stated that while reviewing Chapter 5-1 of the Tooele City Code, it was discovered that the definition for employee is not consistent with the federal law definition of employee. The City's definition currently includes independent contractors as employees, and the federal law excludes independent contractors from their definition of employee. Independent contractors are not true employees but are separate business entities operating independently from the contracting entity. This is also consistent with many cities that we asked, as shown in the Ordinance.

City staff is recommending that the City definition of employee, for business licensing purposes, not include independent contractors, and that all independent contractors engaged in or conducting business in Tooele City should obtain a business license.

- Solara Village Development Proposal Presented by Jim Bolser

Mr. Bolser explained that this is another item being brought before the Council, similar to other items brought, to see if the Council has an interest in having this type of project move forward. Mr. Bolser stated that this is a unique design concept. This project is a 40-acre piece of property

on the north side of Cassidy's, behind the Elk Ridge development on Skyline. It would be a senior living facility for those 55 years old and older. It would include independent housing units. This area is zoned R1-12, so the project would not require a rezone for density, but would require a PUD because of the smaller homes. The project would include a high level of recreational area. Their idea is that each homeowner would be given a golf cart. There would be golf paths within the development, and to the Oquirrh Hills Golf Course.

Councilman Pruden asked if there's a drainage that goes through the middle of the project. Mr. Hansen answered that there are two drainages in that area. Councilman Pruden said that the drainages are concerns that needs to be mitigated. Mr. Bolser said that developers intend to improve the drainage as a water feature going through the development. Councilman Pruden asked about the entrance on the north side, near Deer Hollow. He is concerned about safety because there is only one entrance to a nearby subdivision. Councilman Pruden asked if this was going to be a gated community. Ms. Custer said that the developers have talked about it but emergency services may not like it. Ms. Custer said the developers weren't set on it being gated. Councilman Pruden asked if the streets were standard width. Councilman Pruden added that their main access would be off 1400 East, which is hanging on by a thread. Only half of this road is in the City limits. He felt that the developers would have to fix the whole road. Councilman Pruden said that the golf carts would be a safety issue because the project is too far away from the golf course. Golf carts are not okay to drive on City streets. He felt it was not a good location for this type of project. Mr. Baker said that they could have trails for the golf carts on their own property.

Councilman McCall said that he has seen these types of developments all over the State. Councilman McCall felt that the development would be okay as long as they kept to their HOA, and didn't bring issues to the City to enforce.

Councilman Pruden stated that that there could be a problem taking some of the equipment, large trucks etc., in to that area. Councilman Pratt indicated that he lived west of this property. He expressed concern about the sensitive overlay. It has been abused by some people that have built in the area, putting 2000 square foot homes in that area. He cited Loma Vista as an example, saying that there were residents that were irate that those homes were put in that area. Councilman Pratt felt that the City should continue to try to keep that area with larger lots and larger homes, even though staff says that they wouldn't need to rezone for this project. Councilman Pruden asked if the project would have lot lines, frontage, side or back property, or if it would all be communal property. Mr. Bolser indicated that most of the property would be communal property. The Mayor asked if that sort of project was allowed. Mr. Bolser answered that with a PUD it would be allowed. Mr. Baker added that the project wouldn't get more density under a PUD, but they could change the lot sizes and configuration. Mr. Bolser said that it wouldn't require a rezone other than the PUD because they aren't asking for more density than a R1-12 allows, but the City would have to allow a certain type of adoption for this type of development. Mr. Baker added that as part of the PUD approval, the Council could require them to drop the density. Councilman McCall asked if the developers currently own the property. Mr. Bolser said they do not. Chairwoman Winn stated that she spoke to Councilman Wardle about this project, and he said that he was not in support of this project as it was currently laid out. Chairwoman Winn said that she would love to see some senior areas developed but doesn't think

this is the right place. The slope would be a concern, and it may not fit in with other developments in this area. Councilman Pruden said that when Gray Stone was built, it was built on the same premise, but developers found they could not enforce that it was for seniors only. There are now young families living there. Mayor Dunlavy asked if they talked about reducing the number of lots and enlarging the size of the homes. Mr. Bolser answered that the developers wanted to see what the Council's thoughts were on this concept and then go from there. Chairwoman Winn asked if the development could be built on the slopes that are in that area. Mr. Hansen answered that they would need to do some modification to accommodate sewer and other utilities, but that it was buildable. Councilman Pratt said he liked the concept but agreed with Councilman Pruden that there may be a better location for this. Councilman Pratt added that there was property on the east that developers will be coming to talk with the City about. The City may need some idea of what they would like for that area because some developments may hinder other types of developments coming in.

Mr. Baker said the developers for this project are setting areas aside for green space, but they would have to anyway because of draining issues. Councilman Pratt pointed out that this area gets more snow than other areas making it difficult to drive on some of the roads without 4-wheel drive. Councilman Pratt said that the piece of property behind his house has a very deep drainage ravine. The road is designed to cross at the ravine. A lot of work would have to be done in order to put a road in at that spot. Mr. Hansen clarified that they hadn't received any more detailed drawings for this project and that there would have to be modifications made. Councilman Pruden added that he liked the product and the conceptual drawings, but he just was not sure if it was the right place for it. He felt that the golf carts were a deal killer.

Mayor Dunlavy stated that it would be good to look at this area and decide what type of development the City would like so that the Council and staff weren't going through this review again and again. The City should decide what the standard should be and what they would like to see in this area. The City has spent time and money to preserve the east bench. They should also spend some time to decide what types of development should be there.

Mr. Baker stated that he will have to look at the annexation agreement. The annexation had a specific agreement tied to it, such as the R1-12 designation, and an agreement for water connection hookups.

- Redevelopment Agency Incentive Policy
Presented by Randy Sant

Mr. Sant explained that the county economic development committee put together a policy that outlined incentive priorities, available incentives, and described what the development needed to have in order to qualify for an incentive. Mr. Sant said that the development needs to be built before the incentive is given. If upfront funding is given, it would need to be secured. Investments are measured based on performances. Mr. Sant listed the steps for the review process. Mr. Sant said that he would meet with GOED to see what the incentive would be from the State. The economic development committee wanted to make sure the company will make an investment with the City, or within the County, and make sure the company stays for a while. If they don't make an investment, they would need to pay some of the incentive back.

Companies must be willing to make at least a \$5 million investment to receive an incentive. Higher investments equal more of an incentive. Mr. Sant stated that the county economic development committee probably wouldn't go after distribution warehouse facilities because they already have WalMart and Cabela's. They will look more at distribution related businesses. Mr. Sant said that if companies don't qualify for a tax increment, they may qualify for other incentives. Mr. Sant will be taking this policy to all the cities and then bring it back as a resolution for the Council to consider. He felt it would help the school district as well to know what the policy is. RDA Chair Pruden said that he liked the idea of this being adopted so that the amount of incentive would not be negotiable. Developers would know what the incentive would be based on their investment. Mr. Sant said that the City would get a return on investment with this policy.

4. Close Meeting to Discuss Litigation, and Property Acquisition

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

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

The meeting closed at 5:48 p.m.

No minutes were taken on these items.

Councilman Wardle joined the meeting at 6:52 p.m.

5. Adjourn

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

The meeting adjourned at 6:55 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 1st day of March, 2017

Debra E. Winn, Tooele City Council Chair

**Tooele City Council and
Tooele City Redevelopment Agency of Tooele City, Utah
Business Meeting Minutes**

Date: Wednesday, February 15, 2017
Time: 7:00 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:

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

City Employees Present:

Mayor Patrick Dunlavy
Roger Baker, City Attorney
Glenn Caldwell, Finance Director
Chief Ron Kirby, Police Department
Jim Bolser, Public Works and Community Development Director
Paul Hansen, City Engineer
Heidi Peterson, Communities that Care Director
Michelle Pitt, City Recorder
Lisa Carpenter, Deputy Recorder

Minutes prepared by Cami Cazier.

Chairwoman Winn called the meeting to order at 7:00 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chief Ron Kirby.

2. Roll Call

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

Chairwoman Winn acknowledged and welcomed Boy Scout Troops #1432 and #1552. They were present to work on their Citizenship in the Community merit badges. Chairwoman Winn also welcomed Cub Scout Troop #3712, who were working on their Making the World a Better Place requirement.

3. Mayor's Youth Recognition Awards

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

Mayor Dunlavy expressed his gratitude to be able to honor some special young people. It's important as elected officials that, in a public meeting in front of family members, they take the opportunity to recognize some deserving kids. These awards have been given out now for 11 years, as long as Mayor Dunlavy has been in office. It's special every time. Mayor Dunlavy asked those in attendance to listen to those things said about these kids by their teachers and families. By doing so, they would understand why the Mayor and City Council feel so strongly about this program.

The Mayor introduced Heidi Peterson, Director of Communities that Care, and Chief Ron Kirby of the Tooele City Police Department. The Police Department sends officers into the schools to help the kids deal with difficult challenges that many of them face, including drugs and alcohol.

Ms. Peterson thanked the Mayor and those in attendance. Before giving out the awards, Ms. Peterson wished to explain the Communities that Care department and the programs offered through it.

The first program is an awesome parenting class called Guiding Good Choices. Ms. Peterson encouraged all families to attend if they haven't already done so. It's a five-week class, absolutely free of charge, which makes good families even better. The next class starts next month. Kids are able to attend one of the sessions with their parents. The Tooele City website has more information, and registration is available there as well.

The next program highlighted by Ms. Peterson has been in the community for about three years now. It's been implemented to help combat increasing depression symptoms, especially suicidality. The program is called QPR, or Question, Persuade, and Refer. In just 90 minutes, participants learn to recognize the risk factors and warning signs associated with suicide. A three-step skill is also taught to use with someone at risk. This program has already saved lives and everyone is encouraged to sign up. This program can also be brought to an organization or group. The next public meeting will be held in April. Watch the Tooele City website for more details.

The last program highlighted is called Second Step. This program is an evidence-based prevention program that is in the schools, grades K-8. This program helps children develop skills such as making and keeping good friends, setting goals, how to deal with anxiety and stress, and how to resist drugs and alcohol. Officer Tanya Turnbow visits schools to help educate students on the dangers of drugs and alcohol.

Research shows that in order for kids to be really successful, they need to be recognized for the great things they do. The recipients of this award will be receiving backpacks that include donations and prizes from local agencies and business that want to congratulate and support these students. There is also a certificate signed by the Mayor.

Ms. Peterson presented the Mayor's Youth Recognition Awards to the following students:

- * Skylee Anderson, Tooele Jr. High School
- * Weston Payne, Tooele Jr. High School
- * Kylie Evans, Clarke N. Johnsen Jr. High School
- * Xavier Jefferies, Clarke N. Johnson Jr. High School
- * Tyler Davis, Saint Marguerite Catholic School
- * Alex Young, Stansbury High School
- * Elys McCarty, Tooele High School
- * Rylie Grissetti, Tooele High School

Mayor Dunlavy again expressed his appreciation to be a part of recognizing these amazing students for the great things they do. They are a great asset to our community and their families. Hopefully they will use these attributes to become leaders in our own community someday. Mayor Dunlavy also thanked the parents, grandparents, and other family members for their role in supporting these kids.

A brief recess was taken for a picture of the recipients and their certificates with the City Council members and Mayor. The photo will be included in the Tooele Transcript Bulletin.

4. Public Comment Period

Chairwoman Winn opened the public comment period to anyone who would like to come forward and address the Council with any concerns or comments. She asked those interested to sign their name on the roster, speak clearly into the microphone, and to keep comments brief.

Shirley Beagley came forward and asked about the flood situation for Tooele City, and if the City was prepared. Mayor Dunlavy responded that the City is completely prepared if such a situation should arise. Ms. Beagley also asked about more lights in the parking lot by the old library. Mayor Dunlavy responded that they would look into the situation.

Chairwoman Winn closed the public comment period at 7:35 p.m.

5. Ordinance 2017 - 08 An Ordinance of Tooele City Amending Tooele City Code Chapters 5-1 Regarding Business Licensing for Independent Contractors

Presented by Michelle Pitt

In reviewing Chapter 5-1 of the City Code, it was found that the definition of "employee" includes independent contractors, which is not consistent with the Federal Law's definition of "employee." Independent contractors are not true employees; they are separate business entities.

This is also consistent with other cities that have been asked. They do not include independent contractors as employees. Ms. Pitt recommended that the definition of “employee” be changed to not include independent contractors, and that independent contractors be required to obtain their own City business license.

Councilman Pruden moved to approve Ordinance 2017 – 08. Councilman McCall seconded the motion. The vote was as follows: Councilman Wardle, “Aye,” Councilman Pratt, “Aye,” Councilman Pruden, “Aye,” Councilman McCall, “Aye,” and Chairwoman Winn, “Aye.”

6. **Ordinance 2017 - 06 An Ordinance of Tooele City Amending Tooele City Code Chapter 1-4 Regarding Punishments for Criminal Violations of the City Code**

Presented by Roger Baker

Through his research of the City Code, Mr. Baker sometimes comes across provisions of the Code that are antiquated and need to be updated. The provisions either don’t work anymore or use language that may be inappropriate or unclear. Chapter 1-4 is one that needs to be updated.

This Chapter provides for the penalties for various offenses, infractions, and misdemeanors that are Class B and C. In 1994 when this Chapter was first enacted, it provided for maximum fines. Since that time, the State has required that fines be increased by a surcharge. So if someone is convicted of a criminal offense, they receive not only a fine, but the State puts a 90% surcharge on top of that fine to fund various programs. One of the changes in this Ordinance was designed to make sure that the surcharge amounts are not subtracted from the fine ordered by the Court. Although crimes are not prosecuted for the purpose of revenue, the system provides for fines to come back to the City for their efforts.

In addition, this Code has a provision that if someone can’t or won’t pay their fine for whatever reason, they are allowed to go to work for the City and be paid City rates for the work that they do and those wages are paid to the Court for their fees, instead of to the individual. This is a very old process. The Courts today have the ability to allow people to do community service to work off their fines or work within the jail as trustees.

Mr. Baker feels it is more appropriate to use these mechanisms instead of bringing people into the workforce as if they were City employees and have the City be subjected to the liability of needing to supervise these persons.

Councilman McCall moved to approve Ordinance 2017 - 06. Councilman Pratt seconded the motion. The vote was as follows: Councilman Wardle, “Aye,” Councilman Pratt, “Aye,” Councilman Pruden, “Aye,” Councilman McCall, “Aye,” and Chairwoman Winn, “Aye.”

7. **Resolution 2017 - 08 A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Top Choice Auto Repair Project**

Presented by Paul Hansen

This project is located at 85 East 1280 North. It's a new commercial business that has been constructed and public improvements have been completed. A certification checklist was included in the Council's packet from the inspectors that has been signed, as well as pictures showing the roadway, curb and gutter, sidewalk, and other public improvements. Mr. Hansen asked the Council for acceptance of the improvements so that the one-year warranty can begin.

Councilman Wardle moved to approve Resolution 2017 - 08. Councilman Pruden seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye."

8. Resolution 2017 - 11 A Resolution of the Tooele City Council Ratifying a Contract with Widdison Turbine Service for Further Groundwater Development of the Kennecott "B" Well

Presented by Paul Hansen

This item was discussed with the City Council two weeks prior, and received authorization to begin the Contract process. The intent of the Contract is to address the need for further development of the Kennecott "B" Well which is located east of the Tooele City limits. Occasionally wells are found to produce very small amounts of sand and other material that can wear out the pumps and motors very quickly, as is the case here. It is cost effective to the City to bring in an expert to help do some further development of the groundwater. It's best to do it now, so that the well is fully back online for the summer demand.

Widdison Turbine has been asked for their services because of their unique ability with this type of work and because of their demonstrated experience with the City on other projects. The ratification would be to use the services of Widdison Turbine for the amount of \$139,162.00. An additional \$7,000, which is approximately 5%, is requested for contingencies if additional development is needed.

Councilman McCall moved to approve Resolution 2017 – 11. Councilman Pratt seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye."

9. Minutes: Feb. 1, 2017

Councilman Pratt moved to adopt the minutes for the meetings held on Feb. 1, 2017 as presented. Councilman McCall seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye."

10. Invoices

Presented by Michelle Pitt

Ms. Pitt presented the following invoice for Tooele City Council approval:

* Clyde Snow & Sessions for Aposhian Sod Farm Litigation in the amount of \$39,991.90.

Councilman Wardle moved to approve the invoice as presented by Ms. Pitt. Councilman Pruden seconded the motion. The vote was as follows: Councilman Wardle, “Aye,” Councilman Pratt, “Aye,” Councilman Pruden, “Aye,” Councilman McCall, “Aye,” and Chairwoman Winn, “Aye.”

11. Adjourn

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

The meeting adjourned at 7:48 pm.

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

Approved this 1st day of March, 2017

Debbie Winn, Tooele City Council Chair