

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, June 7, 2023, immediately following the Redevelopment Agency (RDA) Business Meeting, which begins at approximately 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. **Resolution 2023-28** A Resolution of the Tooele City Council Consenting to the Mayor's Appointment of Chase Noble Randall as Library Director
Presented by Debbie Winn, Mayor
5. **Swearing In** of Chase Noble Randall as the Library Director
Presented by Michelle Pitt, City Recorder
6. **Public Hearing & Motion on Ordinance 2023-21** An Ordinance of the Tooele City Council Amending Tooele City Code Chapter 4-8 Regarding Local Streets and Substandard Local Streets
Presented by Paul Hansen, City Engineer
7. **Public Hearing & Motion on Ordinance 2023-22** An Ordinance of the Tooele City Council Amending Provisions of the Tooele City Code Related to Landscaping and Water Conservation
Presented by Andrew Aagard, Community Development Director
8. **Public Hearing & Motion on Ordinance 2023-26** An Ordinance of the Tooele City Council Vacating a Dedicated Public Utility and Drainage Easement on Lot 24 of the Gordon Hollows Phase 1 Subdivision
Presented by Andrew Aagard, Community Development Director
9. **Public Hearing & Motion on Ordinance 2023-27** An Ordinance of the Tooele City Council Amending the Tooele City General Plan Land Use Map for the Tooele City Business Park Zoning District, and Designating the District as a Light Industrial Land Use Category
Presented by Andrew Aagard, Community Development Director

10. **Public Hearing & Motion on Ordinance 2023-28** An Ordinance of the Tooele City Council Enacting Tooele City Code Chapter 7-16B, Amending Section 7-13-1, Creating the Tooele City Business Park Zoning District, and Amending the Tooele City Zoning Map Accordingly
Presented by Andrew Aagard, Community Development Director

11. **Preliminary Subdivision Plan Request** by Kurti Halim for the Proposed Halim Subdivision to Include Three Single-Family Residential Lots on Approximately 3.37 Acres Located at Approximately 400 East 1000 North in the R1-8 Residential Zoning District
Presented by Andrew Aagard, Community Development Director

12. **Ordinance 2023-25** An Ordinance of Tooele City Enacting Tooele City Code Section 8-4-7 to Reinstate Civil Penalties for Public Nuisances
Presented by Roger Baker, City Attorney

13. **Resolution 2023-24** A Resolution of the Tooele City Council Approving the Form of a Lease Agreement With Hoot Owl Leasing LLC for a Cell Tower Site
Presented by Roger Baker, City Attorney

14. **Resolution 2023-44** A Resolution of the Tooele City Council Approving an Agreement with SKM for Water System PLC and SCADA Upgrades
Presented by Jamie Grandpre, Public Works Director

15. **Resolution 2023-45** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Bulk Secondary Water Fees
Presented by Jamie Grandpre, Public Works Director

16. **Resolution 2023-43** A Resolution of the Tooele City Council Approving Insurance Coverage for Insurance Period 2023-2024
Presented by Michelle Pitt, City Recorder

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

18. **Minutes**
~May 17, 2023 City Council & RDA Work Meeting
~May 17, 2023 City Council Business Meeting

19. **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

RESOLUTION 2023-28

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO THE MAYOR'S APPOINTMENT OF CHASE NOBLE RANDALL AS LIBRARY DIRECTOR.

WHEREAS, the resignation of Jami Carter has created a vacancy for the position of Library Director; and,

WHEREAS, Section 2-06 of the Tooele City Charter (Departments of City Government) provides in part that "The Mayor shall, with the consent of a majority of the [City] Council, designate a head of each department of City government"; the City Library is an administrative department of the City, and the Library Director is an administrative department head; and,

WHEREAS, Mayor Winn has selected Chase Noble Randall to be the Library Director, subject to the City Council's consent; and,

WHEREAS, Mr. Randall has extensive management, budget, and information technology experience, and has a Master of Business Administration (MBA) degree; and,

WHEREAS, Mayor Winn requests the City Council's consent to her appointment of Chase Noble Randall as Library Director of the Tooele City public library:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Council hereby consents to Mayor Winn's appointment of Chase Noble Randall as Library Director of the Tooele City public library for an indefinite term.

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, City Attorney

TOOELE CITY CORPORATION

ORDINANCE 2023-21

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING TOOELE CITY CODE CHAPTER 4-8 REGARDING LOCAL STREETS AND SUBSTANDARD LOCAL STREETS.

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

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

WHEREAS, the Utah Code grants authority to municipalities to regulate their public streets (see UCA 10-8-8, -8.6, -11, -23, -24, -25, -30, -32, and UCA 72-3-1-4); and,

WHEREAS, Tooele City has more than 225 lane miles of public roadway located within the City limits for which it has maintenance responsibility; and,

WHEREAS, UCA 10-9a-508 provides: "A municipality may impose...exactions on development...if: (a) an essential link exists between a legitimate governmental interest and each exaction; and (b) each exaction is roughly proportionate, both in nature and extent, to the impact of the proposed development"; and,

WHEREAS, examples of exactions on development include water infrastructure, sewer infrastructure, and right-of-way improvements, including asphalt, sidewalk, curb and gutter, street lights, and street signs; and,

WHEREAS, TCC Chapter 4-8 regulates and establishes the standards for the construction of Tooele City's public streets, and identifies various street classifications from 106-foot-wide arterial streets to 60-foot-wide local streets to alleys; and,

WHEREAS, dedicated with the historic plats of Tooele City are three substandard local streets, with rights-of-way of varying widths, namely, 50 East (Garden Street), 50 West, and 150 West¹; and,

¹ Historical survey measurements were made using physical rods and chains of determined length. One rod equals 16.5 feet. One chain equals 66 feet. The substandard local streets subject to this Ordinance are typically 33 feet wide (two rods) and 49.5 feet wide (three rods). Tooele City's 66-foot-wide minor collector street right-of-way derives its width from being one surveyor's chain wide, the equivalent of four rods.

WHEREAS, major portions of 50 West and 150 West were paved, for the first time, with a recycled cold-mix asphalt at the initiative of then-City Engineer Gerald Webster in the mid-1990s, and have largely remained unimproved since; and,

WHEREAS, 50 West and 150 West have commonly been called alleys because they are narrow, and historically provided only secondary (rear) access to adjacent properties, consisting of long and narrow lots; and,

WHEREAS, for at least the last decade, a number of these long and narrow lots have been subdivided and built upon, with 50 West and 150 West becoming primary access local streets, albeit substandard local streets, for the new lots; and,

WHEREAS, due to (a) the various right-of-way widths of these substandard local streets, (b) the various asphalt and other improvements on these streets, (c) several local legislative changes to substandard street requirements over time, (d) increasing development pressure to subdivide properties adjacent to these streets, and (e) confusion about what improvement standards apply to these streets given their substandard and variable nature, the City Administration recommends establishing improvement standards and requirements for new developments adjacent to these substandard local streets in a comprehensive manner through a codified table that identifies, section by section, the status and requirements for each section; and,

WHEREAS, the City Council has discussed the City Administration recommendation in more than one public work meeting, indicating its support for moving forward with the recommendation; and,

WHEREAS, House Bill 406 of the 2023 Utah Legislature established a state-wide maximum paved travel width of 32 feet for local streets, requiring the City to amend its local street asphalt width of 34 feet and right-of-way width of 60 feet to 32 feet and 58 feet, respectively (the 32 feet does not include the City' standard curb and gutter); and,

WHEREAS, while the City's road and bridge standards are not contained in TCC Title 7, the City Code's zoning and development title, and may not be considered a "land use regulation" as defined by state law, still, out of an abundance of caution, the Planning Commission convened a duly-noticed public hearing on May 10, 2023, and voted 4-0 to forward a positive recommendation to the City Council; and,

WHEREAS, again out of an abundance of caution, the City Council convened a duly-noticed public hearing, on June 7, 2023:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that Tooele City Code Chapter 4-8 regarding road construction standards is hereby amended as shown in its entirety in Exhibit A, attached.

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

Exhibit A

TCC Chapter 4-8, As Proposed

(showing highlighted additions and deletions)

CHAPTER 8. ROAD AND BRIDGE CONSTRUCTION STANDARDS

4-8-1. Specifications Adopted - Amendments.

4-8-2. Street Design.

4-8-2.1. Infill Overlay District Street Design.

4-8-3. Street Widths.

4-8-4. Street Improvements.

4-8-5. Fire Hydrants.

4-8-6. Street Lighting.

4-8-7. Alleys.

4-8-8. Blocks.

4-8-9. Street Names and Signage.

4-8-10. Building Address Numbers.

4-8-11. Bridge Standards and Design.

4-8-1. Specifications Adopted - Amendments.

The most recent edition of the Standard Specifications for Road and Bridge Construction, as adopted, updated, revised, and published by The Utah Department of Transportation, is herewith adopted by reference as the standard specifications for road and bridge construction, in its entirety, including all requirements for bidding, award of contract, scope of work, control of work, control of material, legal regulations and responsibility to the public, prosecution and progress of work, measurement and payment for work, and all other provisions therein contained with the following amendments thereto:

(1) The following definitions are amended:

(a) Commission: Tooele City Corporation.

(b) Department: Tooele City Community Development and Public Works Department, inclusive of Engineering.

(c) Director: The Director of the Community Development and Public Works Department.

(d) Engineer: The Tooele City Engineer or consulting engineer assigned to the project in question, as designated by the Director.

(e) State: The State of Utah and its political subdivisions acting through their authorized representatives.

(2) In all instances where the context of said specifications may be interpreted in more than one manner, said specifications shall be interpreted so as to apply to Tooele City Corporation rather than the State of Utah, its road commission, or other agencies, and shall be interpreted in such a manner as to validate the provision in question.

(Ord. 2015-07, 03-18-2015) (Ord. 1997-09, 03-05-1997) (Ord, 1974-16, 12-09-1974)

4-8-2. Street Design.

(1) All streets shall be subject to topographical

conditions, public safety, and the relation to the proposed uses of land to be served by such streets. Where uses of land are not shown on a land use plan or plat approved by the City, the arrangement of streets in a subdivision and elsewhere shall either:

(a) provide for the continuation or appropriate projection of existing streets in surrounding areas; or

(b) conform to a plan for the area or neighborhood approved or adopted by the City Council to meet a particular situation where topographical and other conditions make continuance or conformance to existing streets impracticable.

(2) Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than 60 degree angles.

(3) Sections 2.2 through 2.7 of this Chapter describe and illustrate the typical functional classifications, and the standards for construction and improvement, applicable and details shall apply to all street rights-of-way within Tooele City. See also Table 4-8-2.6: Table of Substandard Local Street Requirements.

(4) Dead end streets, including cul-de-sacs, where permitted, shall not be more than 250 feet in length measured from the centerline of the last intersecting street to the centerpoint of the turnaround area. Cul-de-sacs shall have a minimum outside right-of-way radius of 50 feet at the closed end, unless the street ends at a point where the subdivider or developer intends to extend a street pursuant to a preliminary plan submitted and approved by the City, in which case the turnaround may be a minimum radius of 40 feet and constructed of a temporary nature acceptable to the Tooele City Fire Department. Cul-de-sacs may be extended beyond 250 feet with written findings from the Public Works Director that:

(a) doing so is necessary to reasonably develop properties adjacent to the cul-de-sac;

(b) doing so is necessary to provide vehicular safe access and utility service to the properties adjacent to the cul-de-sac;

(c) no other option exists for providing access to the properties adjacent to the cul-de-sac;

(d) the cul-de-sac turnaround radius at the closed end, as required in this Section, is increased by not less than ten feet; and,

(e) doing so will not violate applicable provisions of the building or fire codes.

(5) No more than two cross streets shall intersect at any one intersection.

(6) Street grades shall be:

(a) more than 1.0% without written findings from the Public Works Director establishing that the grade must be less, but in no case shall be less than 0.5%;

(b) less than 10% for minor collector streets, local streets, and alleys; and

(c) less than 7% for major collector and arterial streets.

(7) Streets shall be leveled, whenever possible, to a grade of less than 4% for a distance of at least 100 feet approaching all intersections, and shall be a maximum grade of 3% at the intersection.

(8) All crests and sags shall have a vertical curve pursuant to [Table 4-8-2 \(Vertical Curve Table\)](#).~~the following table:~~

(9) Minimum radii of horizontal curvature along the center line shall be:

- (a) 300 feet for arterial class streets;
- (b) 250 feet for major collector class streets;
- (c) 200 feet for minor collector class streets;

and

- (d) 100 feet for local class streets and alleys.

(10) Between reversed curves there shall be a tangent at least 100 feet long.

(11) Intersecting right-of-way boundaries and improvements for street, alley, and pavement intersections shall be rounded by an arc, the minimum radius of which shall be:

- (a) 20 feet for arterial class streets;
- (b) 20 feet for major collector class streets;
- (c) 15 feet for minor collector class streets;
- (d) 15 feet for local class streets; and
- (e) five feet for alleys;
- (f) 20 feet for pavement edges where the

existing right-of-way improvements do not include curb and gutter.

When streets of different classes intersect, the greater radius requirement shall be the requirement.

(12) Whenever a street adjacent to a proposed development is not fully improved, excluding sidewalk and parkstrip on the opposite side of the street, the subdivider or developer shall be responsible for construction of the entire width of the street, except for sidewalk and parkstrip on the opposite side of the street, for the entire length of the development project including tapered transitions, as necessary, beyond the

length of the development project, as outlined in Section 4-8-4(4) and (5).

(13) No new half-streets shall be permitted.

(14) If development plans call for peripheral streets to be constructed, the subdivider or developer shall be responsible for construction of the entire width of the street, except for sidewalk and parkstrip on the opposite side of the street, as outlined in Section 4-8-4(4) and (5).

(15) All streets proposed or intended to be built, owned, or maintained as private streets shall be designed and constructed to the same standards and specifications outlined in this Chapter for public local class or larger streets. Private streets may not be reduced in width narrower than 30 feet of asphalt with curb and gutter on each side. Any private street proposed to be narrower than 34 feet of asphalt shall be required to prevent on-street parking through the provision of adequate off-street parking as outlined in Chapters 7-4 and 7-11a and through private enforcement. Land use applications that include proposed private streets that are narrower than 34 feet of asphalt shall include, as a part of the application, a mechanism by which perpetual private enforcement preventing on-street parking is assured. Applications that include private streets narrower than 34 feet in asphalt width shall be subject to review and approval of the proposed private street design and private parking enforcement mechanism by the designated approval authority for the type of land use application, following recommendation from the Tooele City Fire Chief, Community Development Department, Public Works Department, and the City Engineer. The City Attorney shall review the proposed private parking enforcement mechanism and provide a recommendation to the approval authority on that proposed mechanism. Land use applications may propose alterations to the cross section for the street regarding sidewalks and parkstrips but shall maintain pedestrian access of at least a 5-foot width throughout the development and in compliance with requirements of the Americans with Disabilities Act (ADA).

Table 4-8-2. Vertical Curve Table

Design Speed (mph)	Crest Vertical Curve				Sag Vertical Curve	
	Stopping Sight Distance		Passing Sight Distance		Stopping Sight Distance	
	ft	K Value ¹	ft	K Value ¹	ft	K Value ¹
15	80	3	-	-	80	10
20	115	7	400	57	115	17
25	155	12	450	72	155	26
30	200	19	500	89	200	37
35	250	29	550	108	250	49
40	305	44	600	129	305	64
45	360	61	700	175	360	79
50	425	84	800	229	425	96
55	495	114	900	289	495	115
60	570	151	1000	357	570	136
65	645	193	1100	432	645	157
70	730	247	1200	514	730	181
75	820	312	1300	604	820	206
80	910	384	1400	700	910	231

1. Rate of vertical curvature, K, is the length of curve (L) per percent algebraic difference intersecting grades (A), $K = L/A$

Source: AASHTO "Green Book" (A Policy on Geometric Design of Highways and Streets), 7th Edition, 2018. Use latest edition of AASHTO Green Book if applicable.

(Ord. 2023-21, 06-07-2023)

4-8-2.1. In-Fill Overlay District Street Design.
(Repealed.)

~~—(1) Intermediate Local Class Streets within the In-Fill Overlay District, as identified in Section 7-14-1.2, shall be required to maintain a minimum asphalt width of 30 feet with curb and gutter on each side. Parkstrips and sidewalks shall not be required.~~

~~—(2) Secondary Local Class Streets within the In-Fill Overlay District, as identified in Section 7-14-1.2, shall be required to provide a minimum right of way width of 26 feet. Asphalt, curb and gutter, parkstrips,~~

~~and sidewalk improvements shall not be required.~~

~~—(3) Except as provided in this Section, street improvement standards for Local Class Streets, as outlined in Section 4-8-4, shall be applicable to all Intermediate Local Class Streets and Secondary Local Class Streets within the In-Fill Overlay District. Required minimum asphalt widths for Intermediate Local Class Streets and Secondary Local Class Streets within the In-Fill Overlay District shall be provided within a dedicated public right of way.~~

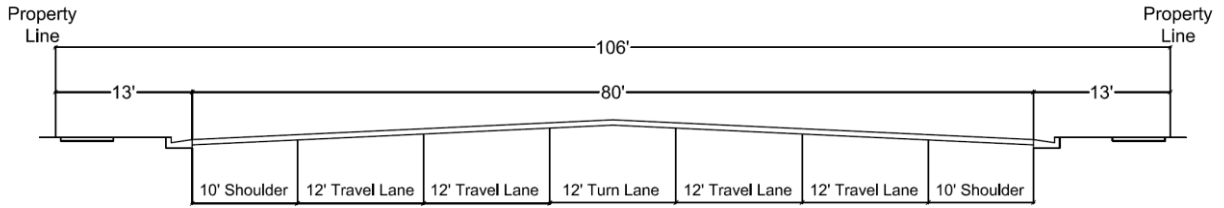
~~(Ord. 2023-21, 06-07-2023) (Ord. 2020-26, 06-17-2020) (Ord. 2017-27, 11-01-2017)~~

4-8-2.2. Arterial Streets.

~~(i) Functional Classification - Arterial street.~~

(1) Definition - A large street with medium traffic speeds generally designed to efficiently convey high volumes of traffic through the community. Direct access from arterial streets to adjacent properties is limited and controlled and widely spaced. Residential properties shall not have driveway access directly onto an arterial street.

(2) Cross section:



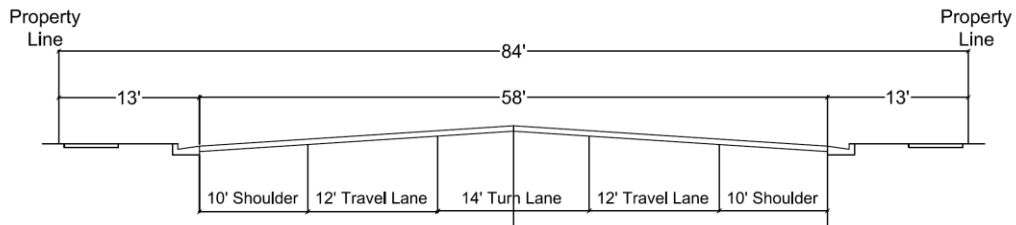
(Ord. 2023-21, 06-07-2023)

4-8-2.3. Major Collector Streets.

~~(b) (i) Functional Classification — Major collector street.~~

(1) Definition - A larger street with medium traffic speeds generally designed to convey regional traffic between areas of the community containing lower classification roads to arterial streets. Direct access from arterial streets to adjacent properties is limited and widely spaced.

(2) Cross Section:



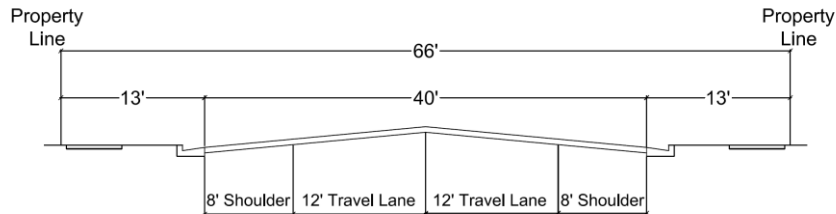
(Ord. 2023-21, 06-07-2023)

4-8-2.4 Minor Collector Streets.

~~(c) (i) Functional Classification — Minor collector street.~~

(1) Definition - A medium-sized street intended to be the primary traffic conveyor through neighborhood or non-residential areas to feed traffic to larger classification streets for regional travel.

(2) Cross Section:



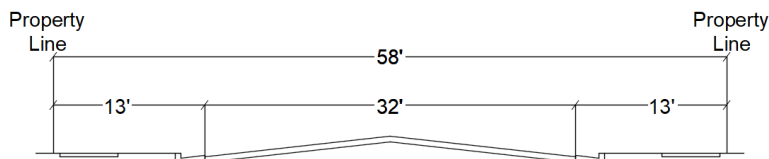
(Ord. 2023-21, 06-07-2023)

4-8-2.5 Local Streets.

~~(d) (i) Functional Classification — Local street.~~

(1) Definition - A smaller street designed primarily for localized neighborhood traffic at slower speeds and providing direct access to adjacent properties.

(2) Cross section:



(Ord. 2023-21, 06-07-2023)

(January 22, 2021)

4-8-2.6. Substandard Local Streets.

(1) Definition – Any one of several historic streets of varying substandard right-of-way widths, narrower than a local street, designed primarily for localized neighborhood traffic at slow speeds, and providing primary or secondary access to adjacent properties.

(2) Cross section – The cross-sections of these substandard local streets are described in Table 4-8-2.6: Table of Substandard Local Street Requirements.

(3) Standards – The standards required for improving substandard local streets adjacent to new development or redevelopment are established in Table 4-8-2.6: Table of Substandard Local Street Requirements.

(Ord. 2023-21, 06-07-2023)

Table 4-8-2.6. Table of Substandard Local Street Requirements.

<u>150 West Street</u>				
<u>ROW Section</u>	<u>Existing ROW Widths</u>	<u>Asphalt Requirements</u>	<u>Curb & Gutter Requirements</u>	<u>Sidewalk Requirements</u>
<u>650 North – 600 North</u>	<u>54.75 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>West Side</u>
<u>600 North – 500 North</u>	<u>49.5 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>East Side</u>
<u>500 North – 400 North</u>	<u>49.5 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Not Required</u>
<u>400 North – Utah Avenue</u>	<u>49.5 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Not Required</u>
<u>Utah Avenue – Vine Street</u>	<u>49.5 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Both Sides</u>
<u>Vine Street – 100 South</u>	<u>49.5 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Not Required</u>
<u>100 South – 200 South</u>	<u>49.5 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>West Side</u>
<u>200 South – 400 South</u>	<u>49.5 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Not Required</u>
<u>50 West Street</u>				
<u>ROW Section</u>	<u>Existing ROW Widths</u>	<u>Asphalt Requirements</u>	<u>Curb & Gutter Requirements</u>	<u>Sidewalk Requirements</u>
<u>600 North – 500 North</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Not Required</u>
<u>500 North – 400 North</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>West Side</u>
<u>400 North – Utah Avenue</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>East Side</u>
<u>Utah Avenue – Vine Street</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>West Side</u>
<u>Vine Street – 100 South</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>West Side</u>
<u>100 South – 200 South</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>One Side</u>
<u>200 South – 400 South</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Not Required</u>
<u>400 South – 520 South</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Not Required</u>
<u>520 South – Main Street</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>East Side</u>
<u>Garden Street (50 East)</u>				
<u>ROW Section</u>	<u>Existing ROW Widths</u>	<u>Asphalt Requirements</u>	<u>Curb & Gutter Requirements</u>	<u>Sidewalk Requirements</u>
<u>700 North – 600 North</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>West Side</u>
<u>600 North – 500 North</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Not Required</u>
<u>500 North – 400 North</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Not Required</u>
<u>400 North – Utah Avenue</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Not Required</u>
<u>Utah Avenue – Vine Street</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Both Sides</u>
<u>100 South – 200 South</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Not Required</u>
<u>200 South – 400 South</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Not Required</u>
<u>400 South – Skyline Drive</u>	<u>33 Feet</u>	<u>30 Feet</u>	<u>Required</u>	<u>Not Required</u>

Notes to Table 4-8-2.6:

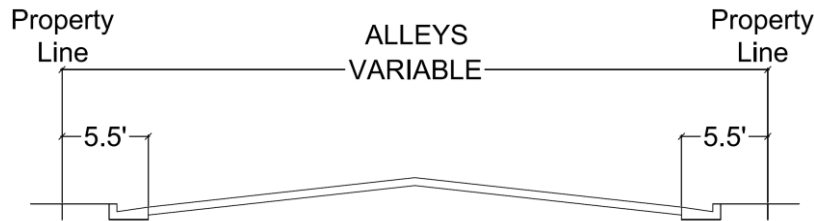
1. Parkstrips are not required in substandard local streets.
 2. The Mayor has administrative authority to correct any errors in this Table and to establish the requirements for any corrected street section.
- (Ord. 2023-21, 06-07-2023)

4-8-2.7. Alleys.

~~(e) (i) Functional Classification – Alleys.~~

(1) Definition - A narrow street designed and intended for minimal vehicular traffic that provide secondary access to adjacent properties or access to properties that would otherwise be inaccessible. Alley streets generally do not provide for pedestrian traffic as an encouragement to utilize more visible routes.

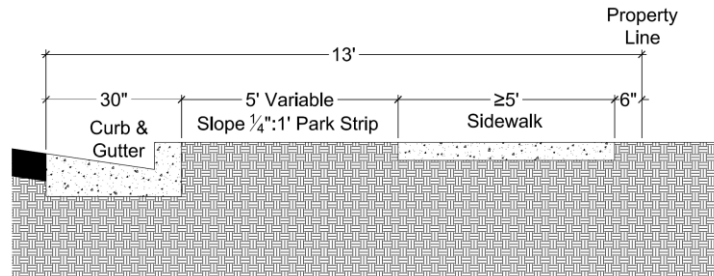
(2) Cross section:



(Ord. 2023-21, 06-07-2023)

4-8-2.8. Curb and Gutter, Parkstrips, and Sidewalks.

(1) Cross Section:



(2) Curb and Gutter – Standards.

(a) Curbs and gutters shall be constructed on all streets and shall be not less than 30" in overall width. Curbs may be constructed integrally with the Portland cement concrete pavement. Three 5/8" reinforcing bars 10" long shall be installed in all curb and gutter, centered over each sewer and water trench crossed by the curb and gutter.

(b) Curbs shall be APWA Type "A" high-back design unless approved otherwise by the Public Works Director, or their designee.

(c) Adequate provision shall be made at all crosswalks and intersections for wheelchairs to cross the curb and gutter and drive approaches. The City-adopted specifications for such crossings shall be complied with in regard thereto. The Community Development and Public Works Department Director or their designee may approve alterations to the standards in instances necessary to comply with ADA requirements.

(d) Curb and gutters, driveway approaches, and all appurtenances thereto shall be constructed of class 4000 psi (6.5 sack) mix Portland cement concrete. Unless allowed otherwise by the Community Development and Public Works Department Director, the amount of cement in the mix design shall be increased to 7.5 sack mix

between October 1 and March 1. All driveway approaches, waterways and other appurtenances shall be subject to the weight of vehicles on any occasion.

(e) An expansion joint shall be placed no greater than every 50 lineal feet with contraction joint control strikes placed no greater than every ten lineal feet.

(f) Curbs, gutters, driveway approaches and other appurtenances shall have a slump of not less than two inches and not more than four inches. Maximum slump is eight inches after the addition of a high range water reducer (super plasticizer) at site. Entrained air shall be 5% to 7%.

(3) Sidewalks – Standards.

(a) Sidewalks and all appurtenances thereto shall be constructed of class 4000 psi (6.5 sack) mix Portland cement concrete. Unless allowed otherwise by the Community Development and Public Works Department Director, the amount of cement in the mix design shall be increased to 7.5 sack mix between October 1 and March 1. All driveway approaches, waterways and other appurtenances shall be subject to the weight of vehicles on any occasion.

(b) Sidewalks and other appurtenances shall have a slump of not less than two inches and not more than four inches. Maximum slump is eight inches after the

(January 22, 2021)

addition of a high range water reducer (super plasticizer) at site. Entrained air shall be 5% to 7%.

(c) For all sidewalks an expansion joint shall be placed no greater than every 50 lineal feet with contraction joint control strikes spaced no greater than that equal to the width of the sidewalk.

(d) Sidewalks in newly-created subdivisions shall serve the present and future pedestrian traffic of the vicinity. Such sidewalks shall be located in accordance with proper land planning procedures, principles, and with due regard for public safety. Unless otherwise approved by the Community Development and Public Works Department Director, sidewalks shall be constructed parallel to the curb, and generally located five feet distant therefrom so as to provide a park strip between the curb and the sidewalk.

(e) Sidewalks in residential areas shall have a minimum depth of four inches and six inches where crossed as part of a driveway. Sidewalks in non-residential areas shall have a minimum depth of six inches. The maximum slope of any sidewalk shall be 2% or compliant with ADA standards.

(f) All one- and two-family residential development sidewalks shall have a minimum width of five feet, and all multi-family, commercial properties and industrial properties which require sidewalks shall have a minimum width of six feet. All rebuilt sidewalks less than five feet wide shall be widened to five feet in width for a distance of five feet at least every 200 feet. Sidewalks constructed adjacent to or as an integral part of the curb shall be a minimum of seven feet in width and provide a means of installing street signs, traffic control signs, and mailboxes that does not impede pedestrian traffic, visibility of signage or access to mailboxes.

(4) Parkstrips. The Community Development and Public Works Department Director may modify the width of the park strip and/or allow for placement of the sidewalk directly adjacent to the curb and gutter with the recommendation of the City Engineer in order to accommodate available right-of-way limitations, match existing conditions, consider unique design criteria, or other unusual field related considerations.

(Ord. 2023-21, 06-07-2023) (Ord. 2023-21, 06-07-2023) (Ord. 2021-03, 01-20-2021) (Ord. 2019-01, 02-13-2019) (Ord 2015-07, 03-18-2015) (Ord. 1994-56, 01-31-1995) (Ord. 1991-04, 06-11-1991)

4-8-3. Street Widths.

Street widths shall conform to the provisions of Section 7-19-17 of this Code and this Chapter. Street design and construction standards and specifications shall conform to the provisions of this Chapter.

(Ord. 2015-07, 03-18-2015) (Am. Ord. 1998-32, 10-07-1998)

4-8-4. Street Improvements.

As a general rule, the arrangement of streets in a new development shall provide for the continuation of existing streets in adjoining areas at the same or greater widths, unless altered by the Planning Commission and City Council following a recommendation of the Community Development and Public Works Department Director. Partial streets shall not be permitted within a development, adjacent to a development, leading to a development, or otherwise. All developments shall be adjacent to a dedicated street that complies with the following:

(1) The full width of the right-of-way shall be graded to the required section.

(2) All unsuitable sub-base material shall be removed and shall be replaced with stable, compacted material in conformance with generally accepted engineering practices.

(3) Pavement sections shall be of the following minimum thicknesses and materials:

(a) residential areas:

(i) standard reinforced Portland cement pavement having a uniform thickness of ten inches. Concrete for such pavement shall have a minimum 14-day compressive strength of three thousand pounds per square inch, shall contain not less than 6% entrained air. Slump shall be not less than two inches nor more than four inches.

(ii) eight inch thick pozzolanic base course and wearing surface of a bituminous concrete binder and surface course having a minimum compacted thickness of three inches.

(iii) eight inch thick bituminous aggregate mixture base course and a wearing surface of bituminous concrete binder and surface course having a minimum compacted thickness of three inches.

(iv) ten inch thick gravel or crushed stone base course (aggregate base course, type B) having a wearing surface of bituminous concrete binder and surface course, Class 1, having a minimum compacted thickness of three inches.

(b) commercial and industrial areas:

(i) standard reinforced Portland cement pavement having a uniform thickness of ten inches. Concrete for such pavement shall have a minimum 14-day compressive strength of three thousand pounds per square inch, shall contain not less than 6% entrained air. Slump shall be not less than two inches nor more than four inches.

(ii) ten inch thick pozzolanic base course and wearing surface of a bituminous concrete binder and surface course having a minimum compacted thickness of four inches.

(iii) ten inch thick bituminous aggregate mixture base course and a wearing surface of bituminous concrete binder and surface course having a minimum compacted thickness of four inches.

(iv) ten inch thick gravel or crushed stone base course (aggregate base course, type B) having a wearing surface of bituminous concrete binder and

surface course, Class 1, having a minimum compacted thickness of four inches.

(4) Street improvements required to be installed along the frontage of the property under a land development or construction application shall be as follows:

(a) undeveloped alleys, for the purposes of this section determined to be alleys without hard-surface paving and curb and gutter, shall not be required to install right-of-way improvements unless the alley provides primary access to a dwelling unit created by the land development or construction application;

(b) curb, gutter, sidewalk, and parkstrip landscaping; and

(c) hard-surface asphalt paving for vehicular traffic with a minimum width of 30 feet.

(5) When tying-in to existing asphalt pavement, a minimum two foot "T-cut" shall be performed. When widening or tying-in to existing asphalt, tapers shall be provided within the right-of-way to existing asphalt beyond the property under land development or construction, as approved by the Community Development and Public Works Department Director following a recommendation from the City Engineer. (Ord. 2015-07, 03-18-2015) (Ord. 2014-09, 09-03-2014) (Ord. 1977-26, 12-19-1977)

4-8-5. Fire Hydrants.

Fire hydrants shall be installed along all streets with spacing determined by the currently adopted fire code. All placement locations and any adjustment to spacing shall be by approval of the Tooele City Fire Chief as a part of a preliminary plan or site plan. (Ord. 2015-07, 03-18-2015)

4-8-6. Street Lighting.

(1) Street lighting shall be installed to serve all properties within a subdivision as well as all commercial and industrial development projects. Such improvements shall be of the individual service or of the multiple circuit type and shall consist of standards, luminaires, cable conduit under driveways and/or streets, controllers, hand holes, and all other miscellaneous work and equipment necessary for an integrated system of street lights.

(2) Locations. There shall be at least one street light at each intersection and interior of each cul-de-sac turnaround area, and spaced not greater than 300 feet in between in residential areas. In non-residential areas, spacing shall be not greater than 400 feet. (Ord. 2015-07, 03-18-2015) (Ord. 1977-26, 12-19-1977)

4-8-7. Alleys.

(1) In commercial and industrial districts, provisions shall be made for service access, separate

from customer travel and parking areas, for such purposes as off-street merchandise loading, unloading, and parking consistent and adequate for the uses proposed.

(2) Alleys in residential areas shall not be permitted.

(3) Dead-end alleys shall be avoided, but if unavoidable, they shall be provided with adequate turnaround facilities at the closed end, with a minimum outside radius of 50 feet at the closed end. (Ord. 2015-07, 03-18-2015) (Ord. 1977-26, 12-19-1977)

4-8-8. Blocks.

(1) The lengths, widths, and shapes of blocks shall be determined with due regard to:

(a) Provision for adequate building sites suitable to the special needs of the type of use contemplated.

(b) Zoning requirements as to lot size and dimensions.

(c) Needs for convenient access, circulation, control and safety of street traffic.

(2) Block lengths shall not exceed 1,000 feet, and shall not be less than 300 feet in length, except that the Planning Commission may approve adjustments to this requirement when it finds that:

(a) the block layout does not cause adverse travel distance for pedestrians or vehicles; or

(b) topography or some other factor of the property necessitate such for safety concerns that cannot otherwise be addressed or accommodated through design of the development.

(3) Pedestrian crosswalks not less than ten feet wide shall be required at all intersections and at mid-block locations deemed appropriate by the Planning Commission, upon recommendation of the Chief of Police and the Director, to provide for pedestrian circulation or access to schools, playgrounds, shopping centers, and transportation and other community facilities, and shall be provided approximately half way between the ends of blocks approved to be longer than 1,000 feet in length. (Ord. 2015-07, 03-18-2015) (Ord. 1977-26, 12-19-1977)

4-8-9. Street Names and Signage.

(1) Street signs of a material and construction approved by the City shall be installed at locations and of a type determined the City. Streets signs shall be installed at each intersection using the coordinate system outlined in Section 4-8-10 herein to identify streets. Street names shall be identified on the final plat for the subdivision. All street signs shall be in conformance with the Manual of Uniform Traffic Control Devices (MUTCD) and shall be installed at

the subdivider's or developer's sole expense.

(2) The City Council shall approve the names of streets within the city as a part of preliminary plat or site plan review.

(3) Street names shall be assigned in accordance with the following:

(a) All street coordinates shall end in zero and shall generally end in "50" or "00".

(b) Streets running north-south or east-west shall be assigned a numeric coordinate, i.e. 500 North.

(c) Streets that curve shall be assigned names. Street signs with names shall include appropriate numeric coordinates.

(d) Streets that back track, loop, or are longer than 600 feet and curve more than 30 degrees from the original heading shall be assigned at least two separate street names.

(e) Circles shall be addressed as part of the main street.

(f) Names of streets shall not continue in more than one primary bearing. The bearing may either be north-south or east-west, but not both.

(g) Street names shall be verified with Tooele County by the applicant before being proposed for a development project in order to avoid duplication.

(Ord. 2015-07, 03-18-2015) (Ord. 1994-03, 02-19-1994)

4-8-10. Property Address Numbers.

(1) Property address numbers shall be proposed by the applicant for any preliminary plat or site development plan. The Building Official shall determine the final property address of any dwelling, building, or structure within Tooele City.

(2) Addresses shall be assigned according to the following:

(a) The baselines for all addresses in Tooele City shall be:

(i) Vine Street for north and south addresses;

(ii) Main Street for east and west

addresses south of the railroad tracks; and

(iii) Berra Boulevard for east and west addresses north of the railroad tracks and 1000 North.

(b) No home or business addresses will end in "00" without first requesting in writing and receiving approval for such in writing from the Building Official after consideration of at least the following:

(i) the relationship of existing addresses in the vicinity to the requested address;

(ii) the relationship of the requested address to the existing street grid coordinates; and

(iii) potential implications of the requested address on public safety response, any anticipated future road and its anticipated coordinates, and the potential complications of addressing undeveloped neighboring properties.

(c) Addresses shall coincide to the front of the building. Corner properties shall have two addresses assigned to them until a building permit is issued, at which time one of those addresses will become the permanent address, as determined by the Building Official.

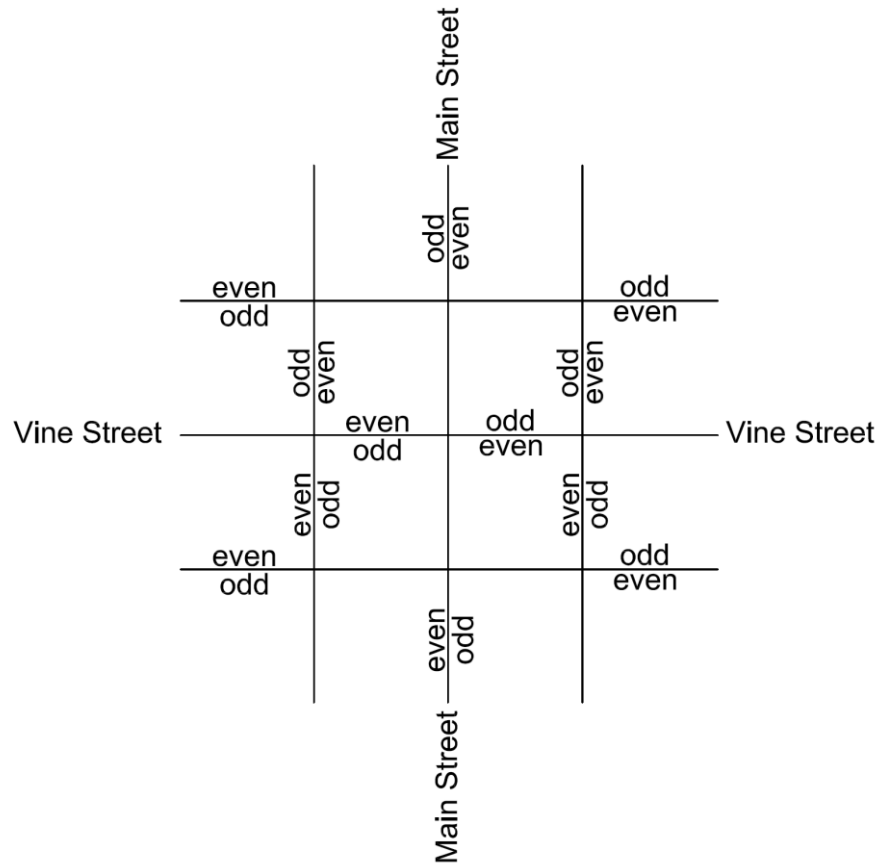
(d) Addresses of properties on generally parallel, nearby streets shall not coincide.

(e) All dwellings or primary buildings shall display the assigned address for such dwelling or building in a position as to be plainly visible and legible from the street or road fronting the property. The displayed address shall contrast with the background upon which it is affixed and shall conform to any other requirements set forth in the building and fire codes adopted by the City.

(f) Odd and even addresses shall be assigned according to Figure 4-8-10-1 below and generally when facing away from any one of the baselines identified in Section 4-8-10(2)(a) herein:

(i) even address numbers shall be on the right-hand side of the street; and

(ii) odd address numbers shall be on the left-hand side of the street.



ODD & EVEN NUMBERING

Figure 4-8-10-1

(3) All dwellings or buildings shall display the assigned address for such dwelling or building in a position as to be plainly visible and legible from the street or road fronting the property. The displayed address shall contrast with the background upon which it is affixed and shall conform to any other requirements set forth in the building and fire codes adopted by the City.

(Ord. 2015-07, 03-18-2015) (Ord. 1994-03, 02-19-1994)

4-8-11. Bridge Standards and Design. Any bridge to be constructed for vehicular or pedestrian traffic shall be designed according to the adopted standards for the same as implemented by the Utah Department of Transportation.

(Ord. 2015-07, 03-18-2015)

TOOELE CITY CORPORATION

ORDINANCE 2023-22

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING PROVISIONS OF THE TOOELE CITY CODE RELATED TO LANDSCAPING AND WATER CONSERVATION.

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

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

WHEREAS, the Tooele City Code regulates landscaping requirements in various Sections and Chapters, including in Title 7 (zoning and land use), and regulates culinary water usage in Title 9; and,

WHEREAS, prolonged severe drought and increasing development pressures are straining the culinary water supplies of the State of Utah, including the City of Tooele; and,

WHEREAS, Tooele City has adopted a water conservation plan; and,

WHEREAS, Tooele City owns and operates a water reclamation facilities which treats wastewater to tertiary reuse standards established by the Utah Division of Water Quality; and,

WHEREAS, the 2023 Utah Legislature passed bills to launch programs and enact financial incentives designed to achieve reductions in the use of culinary water through reductions in residential and commercial landscaping; and,

WHEREAS, the City Administration and City Council desire to lead out in reducing culinary water demands generated in Tooele City, both to extend the life and capacity of the City's existing water resources, and to encourage responsible thinking about the conservation of water, a scarce public resource; and,

WHEREAS, because some of the proposed amendments are contained in TCC Title 7, the City Code's development title, and would be considered a "land use regulation" as defined by state law (see UCA 10-9a-103 (Definitions) and UCA 10-9a Part 5 (Land Use Regulations)), the Planning Commission convened a duly-noticed public hearing on May 24, 2023, and voted to forward a positive recommendation to the City Council; and,

WHEREAS, the City Council convened a duly-noticed public hearing, on June 7, 2023:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that various provisions of the Tooele City Code related to culinary water and landscaping are hereby amended as shown in Exhibit A, attached.

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

Exhibit A

TCC Revisions - Landscaping

(showing highlighted additions and deletions)

TITLE 4. BUILDING REGULATIONS.

CHAPTER 11. SIDEWALKS

4-11-20. Varieties of trees.

It is unlawful to plant any species of tree within any public right-of-way which is not on the Tooele City Street Tree Selection Guide. No trees shall be planted in park strips of less than four feet in width. The Tooele City [Street Tree](#) Selection Guide shall be available from the Community Development and Public Works Departments and may be updated when deemed necessary and appropriate by the Directors.

CHAPTER 11a. RESIDENTIAL PARK STRIP LANDSCAPING REQUIREMENTS

4-11a-1. Park strip landscaping.

- (1) All park strip areas in residential subdivisions, with the exception of paved drive approaches and sidewalks as approved in the site plan, shall be landscaped and maintained seeded or sodded with lawn grass or a form of dry scape approved by the Director, pursuant to standards developed by the Director. ~~Landscaping of park strips with seed, sod, or lawn shall be prohibited.~~ Park strip landscaping shall be hardscapes, i.e. colored and/or stamped concrete, decorative rock, mulches, or similar decorative materials that do not require irrigation. Park strips shall also include street trees as required in Section 4-11a-2 herein and may include water-wise shrubs and plantings that requires little to no water. Hardscapes in park strips may also include artificial turf that gives the appearance of lawn but requires no water. All landscaping shall be perpetually maintained by the owner of the appurtenant property. ~~The commercial or industrial subdivision developer shall prepare park strip areas to receive seed or sod.~~

4-11a-2. Park strip trees.

- (1) Within two (2) years of receiving a certificate of occupancy for a residential housing unit, the owner of each residential lot within Tooele City shall plant trees within the unpaved portion of the park strip of each public street that abuts the property, as follows: at least one (1) tree per park strip frontage in the R1-7 and R1-8 zones; at least two (2) trees per park strip frontage in the R1-10, R1-12, and R1-14 zones; and at least three (3) trees per park strip frontage in the R1-30, RR-1, and RR-5 zones.
- (2) If public streets abut the front and rear boundaries of the residential lot, trees are required in the park strip abutting the front boundary but not the rear boundary. If public streets abut the front and any side boundaries of the residential lot, trees must be planted in park strips abutting the front and side(s).
- (3) Trees planted within park strip areas shall be of a variety specified in §4-11-~~22~~20. All other varieties are prohibited in the park strip.
- (4) Trees shall not be less than one and one-half inches caliper measured one foot from the ground and shall not be shorter than six feet in height. Park strip trees shall be spaced ~~at least fifteen feet apart~~ according to the Tooele City Street Tree Selection Guide and shall not be planted less than ten feet from the adjoining property line. Lot owners shall be responsible for the perpetual care and maintenance of trees planted in park strip areas.
- (5) Any park strips that are less than five feet in width, including areas with integral sidewalk, shall have the required trees installed behind the sidewalk, on private property, in the same manner as would be installed in the park strip.

4-11a-3. Residential Park Strip Tree Bond Requirements.

- (1) Upon applying for a building permit to construct a residential housing unit upon a residential lot in Tooele City, the owner of the residential lot or his or her agent shall post a refundable deposit in the amount of \$150 for each park strip tree that is required under §4-11a-2, Tooele City Code.
- (2) Park strip trees shall be of a variety specified in §4-11-~~22~~20, Tooele City Code, and shall meet the height and caliper measurement requirements of §4-11a-1(3).
- (3) Within ~~two~~ three years, but not less than two years, of receiving a certificate of occupancy for a residential housing unit constructed upon a residential lot within Tooele City, the owner of the lot shall may submit proof of an application for reimbursement of the street tree bond paid with the building permit for the primary single-family residence on that lot to the Tooele City Building Division Department for consideration ~~that the required park strip trees have been planted.~~
- ~~(4) Adequate proof shall consist of receipts for the purchasing or planting of the required park strip trees accompanied by a photograph or photographs of the planted trees. The photograph or photographs shall give context to the location of the trees by depicting some part of the surrounding area.~~
- ~~(5) After receiving proof of compliance, the Building Official may, for any reason, send a building inspector to verify that park strip trees have been planted as represented, and that they comport with all of the requirements of this Chapter.~~
- ~~(6)~~ Once ~~adequate proof of compliance with~~ an application for reimbursement for the park strip tree planting requirement has been provided, as set forth herein, and the Building Official or his representative is satisfied that the provisions of this Chapter have been met, Tooele City shall release the park strip tree bond to the owner or owners of record of the appurtenant residential lot, regardless of whether a previous owner posted the bond or purchased and planted the trees. The obligation to plant trees in the park strip(s), as well as the entitlement to recoup the bond proceeds, shall attach to lot ownership, and no one other than the owner of record at the time that ~~proof of compliance~~ the application for reimbursement is submitted shall have any claim upon the bond amount.
- ~~(7)~~ If the owner of a residential lot fails to submit ~~proof of compliance with this section~~ an application for reimbursement of the street tree bond within ~~two~~ three years of receiving a certificate of occupancy for a residential housing unit constructed upon the property, the bond posted for park strip trees shall be forfeited to the City.
- ~~(8)~~ Forfeited bond proceeds shall be deposited in a special account and used exclusively for tree planting and landscape beautification projects in public spaces located anywhere within Tooele City.

TITLE 7. UNIFORM ZONING.

CHAPTER 4. OFF-STREET PARKING REQUIREMENTS

7-4-9. Parking Lots.

- (3) Landscaping.
 - (a) Each parking lot shall be landscaped and permanently maintained. All landscaping is strongly encouraged to be low or no water use design and varieties. There shall be no natural turf, seed, or sod used for landscaping within parking lot areas. Artificial turf shall be utilized in areas where a sod-like appearance is desired. Trees and shrubs within parking lot areas shall utilize drip-style irrigation systems.
 - (b) Landscaping area within the parking lot shall also be eligible for calculation into the required site landscaping requirement.
 - (c) At least 5% of the total area used for parking and related activities shall be landscaped by planting new or preserving existing trees or shrubs.

- (d) For the purpose of identifying areas in and around a parking lot that are eligible for consideration, Figure 7-4-2 identifies areas anticipated for consideration.
- (e) Landscaping islands not less than eight feet in width, exclusive of curbing, and extending the entire length of the parking stalls it borders shall be provided at each end of parking rows. Landscape islands shall be outlined with curbing to ensure the viability of the landscaping and separation between parking and landscaping. These islands shall include one tree for each parking stall it borders except that trees may be eliminated where pedestrian walkways are provided in their place.
- (f) Landscaped Islands. Landscaping islands shall be provided in all parking areas as follows:
 - (i) Parking areas containing less than 75 parking spaces shall not be required to provide landscaped islands that break up rows of parking.
 - (ii) Parking areas containing less than 75 parking spaces which are part of a phased development that will result in the expansion of the parking for the development to be more than 75 parking spaces shall be required to provide landscaped islands as described in Subsection (f)(iii) herein.
 - (iii) When required, the maximum number of parking spaces in a row without separation by a landscaping island shall be 15. Landscaping islands that provide this separation shall comply with the requirements of Subsection (e) herein except that the number of trees required shall be based on the number of parking stalls bordered on one side only.
- (g) Where landscaping islands are proposed to run the length of parking rows:
 - (i) those areas shall include plantings and ground covers with at least one tree per four parking stalls that front upon that landscaping;
 - (ii) trees shall be evenly spaced through the landscaping area;
 - (iii) landscaping areas may be broken up by pedestrian pathways that cross the landscaping area only when that pathway is a segment of an established and identified pedestrian pathway beyond the landscaping area and through the parking area
 - (iv) pedestrian pathways running the length of the landscaping island shall be not less than five feet in width;
 - (v) pedestrian pathways running the length of the landscaping island may be included in the calculation of landscaping only when landscaping of at least three feet in width is provided between the walkway and the parking spaces it borders.

CHAPTER 11. DESIGN REVIEW

7-11-8. Considerations in review of applications.

The City shall consider the following matters, among others, in their review of applications:

- (1) Considerations relating to traffic safety and traffic congestion:
 - (a) The effect of the site development plan on traffic conditions on abutting streets.
 - (b) The layout of the site with respect to locations and dimensions of vehicular and pedestrian entrances, exits, drives, and walkways.
 - (c) The arrangement and adequacy of off-street parking facilities to prevent traffic congestion.
 - (d) The location, arrangement, and dimensions of truck loading and unloading facilities.
 - (e) The circulation patterns within the boundaries of the development.
 - (f) The surfacing and lighting of off-street parking facilities.
 - (g) The effect of the site development plan on traffic conditions for uses within the development, including compliance with Chapter 4-8 of the Tooele City Code.
- (2) Considerations relating to outdoor advertising: including

- ~~(a)~~ The number, location, color, size, height, lighting, and landscaping of outdoor advertising signs and structures in relation to the creation of traffic hazards and the appearance and harmony with neighboring development.
- (3) Considerations relating to landscaping:
 - (a) The location, height, and materials of walls, fences, hedges, and screen plantings to insure harmony with neighboring development, or to conceal storage areas, utility installations, or other unsightly development.
 - (b) The planting of low or no water irrigation required ground cover or other surfacing to prevent dust and erosion.
 - (c) The unnecessary destruction of existing healthy trees.
 - (d) The planting of sod or seeded grass turf shall be prohibited in industrial zones.
 - (e) The planting of sod or seeded grass turf in commercial and mixed-use zones shall be limited to areas intended, designed, and constructed for active recreation, activity, and similar areas.
 - (f) Areas desired for the decorative, aesthetic or appearance of grass or turf that are not intended, designed, and constructed for active recreation, activity, and similar areas shall utilize artificial turf.
 - (g) All plantings outside of allowable turf areas shall utilize drip-style irrigation systems.
- (4) Considerations relating to buildings and site layout:
 - (a) Consideration of the general silhouette and mass, including location on the site, elevations, and relation to natural plant coverage, all in relationship to neighboring development.
 - (b) Consideration of exterior design in relation to adjoining structures in height, bulk, and area openings, breaks in facade facing on streets, line and pitch of roofs, and the arrangement of structures on the parcel.
- (5) Considerations relating to drainage: including
 - ~~(a)~~ The effect of the site development plan on the adequacy of the storm and surface water drainage, retention, and/or detention.

CHAPTER 11a. DESIGN STANDARDS: MULTIFAMILY RESIDENTIAL

7-11a-12. Design Standards: Landscaping.

- (1) Purpose: The intent of Project landscaping is to provide a variety of plant materials to give color and texture to the Project, to frame views, to screen undesirable views, and to create areas of public space that encourage positive human interaction using creative design and selective planting types that use little or no water with an emphasis on regular and thorough maintenance of landscaped areas.
- (2) Design. All landscaping shall be designed by a licensed landscape architect or similarly qualified licensed professional, and installed by a licensed landscaping contractor in accordance with this Chapter and general landscaping industry standards.
- (3) Land Use Buffers. Landscaping shall be used as a buffer in areas between multi-family developments and differing adjacent land uses.
- (4) Interior Setback. All Projects shall incorporate a landscaped area at least ten feet between buildings and all interior roadways and parking areas. Sidewalks and pathways shall not count towards this requirement.
- (5) Percentage. At least 25% of each site shall be landscaped. This requirement may be reduced to 20% if at least 25% of the 20% landscaping is dry-scape requiring low or no water for irrigation. Areas landscaped with no irrigation artificial turf shall count as dry-scape.
- (6) Quantity. The plantings throughout multi-family Projects are intended to enhance and beautify community appearance and to protect welfare by protecting residents and visitors from the traffic, noise, glare, trash, activity, vibration, odor, visual disorder and other adverse or harmful effects

associated with some uses. For the purpose of this Section, a building section shall mean the area between building entrances, the area between a building entrance and the edge of the facade, or the number of horizontal units behind the facade where there are no building entrances. The following shall be required for areas of the Project:

- (a) In on-site areas between each building and streets outside of the Project, per building section, exclusive of right-of-way and parkstrip requirements:
 - (i) along arterial class roads:
 - A. at least two shade trees and one ornamental tree [utilizing drip-style irrigation systems](#); and,
 - B. at least 150 square feet of planting beds containing flowers, [and](#) shrubs [utilizing drip-style irrigation systems](#); and non-turf ground cover;
 - (ii) along major collector class roads:
 - A. at least two shade trees and one ornamental tree [utilizing drip-style irrigation systems](#); and,
 - B. at least 100 square feet of planting beds containing flowers, [and](#) shrubs [utilizing drip-style irrigation systems](#); and non-turf ground cover;
 - (iii) along minor collector class roads:
 - A. at least two shade trees [utilizing drip-style irrigation systems](#); and,
 - B. at least 100 square feet of planting beds containing flowers, [and](#) shrubs [utilizing drip-style irrigation systems](#); and non-turf ground cover;
 - (iv) along local class roads:
 - A. at least two shade trees [utilizing drip-style irrigation systems](#); and,
 - B. at least 75 square feet of planting beds containing flowers, [and](#) shrubs [utilizing drip-style irrigation systems](#); and non-turf ground cover;
- (b) In areas fronting upon a road which fall between buildings, there shall be at least one tree [utilizing drip-style irrigation systems](#) for every 40 feet of frontage for that area;
- (c) In areas around buildings that border on Common Areas:
 - (i) along a side facade of each building shall have at least one shade tree [utilizing drip-style irrigation systems](#); and,
 - (ii) along a rear facade of each building shall have at least two shade trees [utilizing drip-style irrigation systems](#);
- (d) In areas between buildings and parking areas or internal access roads:
 - (i) along a side facade of each building shall have at least one shade tree [utilizing drip-style irrigation systems](#); and,
 - (ii) along a front or rear facade of each building shall have at least two shade trees and planting beds containing flowers, [and](#) shrubs [utilizing drip-style irrigation systems](#); and non-turf ground cover that outline the entrance to the building; and,
- (e) In areas between buildings and Project boundaries not abutting a street, the requirements shall be the same as those for areas between buildings and a minor collector class street.
- (f) Common Areas not immediately adjacent to a building shall have shade trees and planting beds containing flowers, [and](#) shrubs [utilizing drip-style irrigation systems](#); and non-turf ground cover to complement usable open amenity areas for residents identified in Section 7-11a-22 of this Title. The number of trees to be provided shall not be less than the number of ground floor dwelling units in the Project and shall be generally distributed throughout the Project but may be clustered in Common Areas to provide open activity areas as identified in Section 7-11a-22 of this Title.
- (g) For the purpose of compliance with this Section, townhouse Projects or portions of Projects containing townhomes, may reduce the required landscaping from Subsection (6)(a) herein,

- along the front and rear facade to not less than one tree and 50% of the required planting bed area but shall include the remainder of this requirement in Common Areas of the Project.
- (7) The landscaping plan for a Project shall consist of ground covers, shrubs and planting beds, and trees. Projects shall provide a landscaping plan that consists of at least 25% ground cover that is sod, grass or other surface material that provides a playable surface and a maximum of 75% may be planted with such ground covers. For the purpose of this calculation fall surfaces around play equipment may be considered as a playable ground cover surface.
- (8) Types. Landscaping includes trees, shrubs, groundcover, flowerbeds with perennial flowers, dry-scape, and grass. New trees shall be at least two-inch caliper measured at the base of the tree and at least six feet in height measured from the top of the root ball. Drought tolerant and water-wise landscaping that utilizes drip-style irrigation systems when irrigation is required and plantings that need little to no water is highly encouraged. Sod, seeding, and natural grass turf shall be limited strictly to areas design and dedicated as active and usable spaces such as recreation and activity amenities. Artificial turf shall be utilized in areas where a sod-like appearance is desired but are not intended for use as active and usable spaces.
- (9) Projects shall be designed to incorporate existing mature trees (i.e., ten or more years old, or four-inch caliper trunk measured at the base of the tree). The minimum required number of new trees in any Project area (i.e. Common Area) may be reduced by three for every existing mature tree preserved and incorporated into that area of the Project.
- (10) Landscaping used to satisfy any one requirement of this Section shall not be construed to satisfy any other requirement. Each requirement shall be satisfied independent of any other unless otherwise specified.
- (11) Irrigation.
- (a) All landscaped areas shall incorporate permanent, automated, irrigation systems that shall:
- (i) Utilize water consumption reducing mechanisms or devices, such as, low-volume sprinkler heads, drip emitters, and bubbler emitters; and,
- (ii) Utilize water saturation sensors or other mechanisms or devices that prevent over-watering; and,
- (iii) Irrigate trees and shrubs with drip irrigation; and,
- (iv) Reduce wasteful and unnecessary water usage.
- (b) Trees and shrubs shall be located in similar water usage demand zones.
- (12) Maintenance. Each Project shall include the creation of an association, or other legal mechanism acceptable to the City, with responsibility for, and authority to require and enforce, the permanent maintenance of all landscaping in good condition and free from refuse and debris so as to present a healthy, neat, and orderly appearance.
- (a) Dead trees, shrubs, and other plantings shall be replaced within 60 days, or by November 1, whichever is earlier.
- (b) Grassy areas shall be treated in a manner so as to discourage weed growth.
- (c) For the purposes of compliance with this Chapter, artificial grass which emulates natural grass may be substituted for natural grass provided that maintenance is established for the regular cleaning of the surface and period replacement of the artificial grass as needed.
- (13) Parking areas. All landscaped areas shall be separated from parking and drive surfaces by a curb.
- (14) Multi-family redevelopment projects within an existing registered historical building shall have no landscaping requirements specific to the historical building beyond those landscaping areas previously established with and around the building. Those previously established landscaping areas shall be developed according to the provisions of this Section.
- (15) Storm water basins, including detention and retention basins, shall be landscaped and maintained as a part of the Project landscaping. Basins shall be landscaped with the need for low or no water

demand using dry scapes, water-wise and drought tolerant plantings on drip-style irrigation systems, and artificial turf for areas where a grass or sod appearance is desired. Landscaping within basins shall not include sod, seeding or natural grass turf unless intended, designed, and constructed to include active recreational purposes as approved by the Tooele City Parks and Recreation Department. Basins intended, designed, and constructed to include active recreational purposes shall be designed with 5:1 maximum slopes around the perimeter so provide for appropriate access and egress. Basins not intended, designed, and constructed to include active recreational purposes shall be designed with 3:1 maximum slopes around the perimeter.

CHAPTER 14. RESIDENTIAL ZONING DISTRICTS

7-14-11 Landscaping and Water Conservation With New Development.

- (1) Sod or seeded lawn grass shall be prohibited from park strips and areas on the lot less than eight feet in width.
- (2) Lots within subdivisions whose preliminary plan approval occurred after April 1, 2023 and which has at least 250 square feet of total landscaped area within the lot shall be landscaped with no more than 50% of front and side yards landscaped area as natural lawn grass. Front and side yards shall be landscaped and maintained. Landscaping is strongly encouraged to necessitate no or low water use. The use of artificial turf is strongly encouraged for the appearance or desire of lawn. Where irrigation is needed for plantings outside of lawn areas shall be of a drip-style irrigation system.

CHAPTER 7-16. DESIGN STANDARDS: SINGLE-FAMILY RESIDENTIAL

**TABLE 2
DEVELOPMENT STANDARDS**

DEVELOPMENT REQUIREMENT	DISTRICT									
	Mixed Use (MU-G) (MU-B)	Neighborhood Commercial (NC)	General Commercial (GC)	Regional Commercial (RC)	Light Industrial (LI)	Industrial Service (IS)	Industrial (I)	Research & Development (RD)	Downtown Overlay (DO)	Gateway Overlay (GO)
Minimum Required Front Yard Landscape Area (measured from front property line) See Note F1	20 Feet. May be reduced to 0 Feet following approval by the Planning Commission for compliance with Chapter 7- 11 Tooele City Code See Note F1	20 Feet. May be reduced to 0 Feet following approval by the Planning Commission for compliance with Chapter 7- 11 Tooele City Code See Note F1	15 Feet. See Note F1	40 Feet. See Note F1	15 Feet. See Note F1	15 Feet. See Note F1	15 Feet. No landscaping required for auto impound yard, military surplus yards, or vehicle storage yards. See Note H. See “Minimum Required Landscape Area” below	15 Feet. See Note F1	10 Feet. May be reduced to 0 Feet following approval by the Planning Commission for compliance with Chapter 7- 11 Tooele City Code See Note F1	20 Feet. See Note F1
Minimum Required Landscape Area (percentage of total site area which may include required landscaping within parking areas)	No Requirement but must comply with requirements of the Planning	No Requirement but must comply with requirements of the Planning	10% See Note F1	15% See Note F1	See Note F2	See Note F2	See Note F2	10% See Note F1	No Requirement but must comply with requirements of the Planning	15% provided a greater percentage may be required by the Planning

	Commission for compliance with Chapter 7- 11 Tooele City Code See Note F1	Commission for compliance with Chapter 7- 11 Tooele City Code See Note F1							Commission for compliance with Chapter 7- 11 Tooele City Code See Note F1	Commission for compliance with Chapter 7- 11 Tooele City Code See Note F1
Landscaping Requirements	See Note F1	See Note F1	See Note F1	See Note F1	See Note F2	See Note F2	Critical Areas plus 1% of site acreage or mitigation See Note F2	See Note F1	See Note F1	See Note F1

NOTES:

F1. No plans for any primary building or structure shall be approved by the Planning Commission or Community Development Department unless a Landscaping Plan is submitted and approved by the Planning Commission or Community Development Department, consistent with the considerations of Tooele City Code §7-11-8. Landscaping in accordance with the approved Landscaping Plan shall be installed prior to issuance of a Certificate of Occupancy unless a bond is posted pursuant to Tooele City Code §7-22-4. The Landscaping Plan shall include at a minimum:

1. A 50/50 mix of evergreen and deciduous trees and shrubs;
2. 60% of trees and shrubs with a minimum caliper of 2 inches and a minimum height of 5 feet;
3. park strip trees, at least one for every 30 feet of right-of-way frontage, in compliance with Tooele City Code §4-11-~~2220~~ [and be of a variety identified in the Tooele City Street Tree Selection Guide.](#)

F2. 1. Critical Areas. "Critical Areas" shall mean those areas of a development site which have a particular sensitivity to environmental considerations, aesthetics, and employee and public convenience, health, and well being. Critical areas shall be determined administratively during discussions/negotiations between Tooele City staff and the developer, and shall address at least the following areas: principle vehicle entrances for employees and customers; principle pedestrian building entrances for employees and customers; employee gathering and rest areas; storm water drainage, detention, and retention facilities; and, screening of exterior building equipment.

2. Minimum Acreage. The 1% site acreage requirement is in addition to, not inclusive of, Critical Area landscaping.

3. Minimum Acreage Requirement Mitigation. In lieu of the 1% acreage landscaping requirement, the developer may pay to Tooele City a mitigation sum equal to the requirement, multiplied by \$20,000 per acre, a reasonable average landscaping budget based upon the most current Tooele City Parks and Recreation master planning documents. For example, the optional mitigation sum for a 200-acre site would be \$40,000; for a five-acre site, \$1,000. Tooele City will apply mitigation funds to landscaping improvements in Tooele City Parks.

4. Critical Area Requirement Mitigation. In the event that Tooele city staff and the developer conclude that landscaping of a given Critical Area is not possible or practicable due to feasibility or engineering difficulties, the developer shall pay a mitigation sum equal to the area of the Critical Area not landscaped, multiplied by \$20,000 per acre, in lieu of installing the subject Critical Area landscaping. Financial or budgetary difficulties shall not be considered grounds for a determination of impossibility or impracticability or for payment of a Critical Area requirement mitigation sum.
5. Administrative Appeal. Development applicants affected by the administrative determination referenced above may appeal in writing to the Planning Commission, which shall uphold, modify, or reject the determination. No further administrative appeal shall exist.

CHAPTER 19. SUBDIVISIONS

7-19-17.1. Double-frontage lots – definitions – design – maintenance.

- (1) Definitions. For purposes of this Section, the following terms shall be defined as follows.
 - (a) Double-frontage lot: a residential lot that abuts more than one public right-of-way or private road on opposite sides of the lot. “Double-frontage lot” includes corner lots adjacent to other double-frontage lots. “Double-frontage lot” does not include lots whose secondary frontages are on roads that are designated as alleys that do not require sidewalk access and that serve primarily as private access to the rear of lots.
 - (b) Primary frontage: the portion of a residential lot abutting a public right-of-way or private road that contains the main pedestrian entry to a residence.
 - (c) Secondary frontage: the portion of a residential lot abutting a public right-of-way or private street that is not the principle frontage.
- (2) Design Standards. The secondary frontage of any double-frontage lot shall include the following design elements located within the public right-of-way or private street.
 - (a) Park strip. The park strip located between the curb and the sidewalk shall be of colored, texture-stamped concrete, which shall differ in color and texture from the adjacent sidewalk.
 - (i) The concrete color shall be of earth-tones, to include tan, light brown, beige, and similar colors, but shall not include yellow, pink, blue, green, and similar bright colors.
 - (ii) The concrete texture shall simulate cobblestone, variegated slate squares and rectangles, brick, or similar pattern.
 - (iii) The park strip concrete thickness shall be a minimum of ~~five and one-half~~ four inches.
 - (iv) The park strip shall contain a decorative metal grate around each park strip tree. The grate shall be chosen from a list of City-approved grate types, the list being on file with the Public Works Department.
 - (b) Park strip trees. Trees shall be planted in the park strip as follows.
 - (i) Park strip trees shall be chosen from the Tooele City Street Tree Selection Guide ~~a list of City-approved trees, the list being on file with the Public Works Department.~~
 - (ii) Park strip trees shall be spaced not more than ~~35~~ 40 feet apart and not less than 30 feet apart, or as called for in the Tooele City Street Tree Selection Guide.
 - (iii) Park strip tree size, bonding, and other details not address in this Section shall be as provided in Tooele City Code Sections 4-11a-2 and 7-19-26, as amended.
 - (iv) The park strip shall include an irrigation system for park strip tree irrigation. The underground piping shall be placed within conduit located beneath the park strip. The irrigation system shall include meters, meter vaults, power, valve boxes, irrigation heads, and other necessary components to provide a fully functioning irrigation system. Irrigation to park strip trees shall be a drip-style irrigation system.
 - (c) Sidewalk. Sidewalk shall be as required by Tooele City Code and Policy.
 - (d) Fencing wall. The secondary frontage shall be fenced and screened with a masonry wall possessing the following design elements.
 - (i) The wall shall be six feet in height except as required under Tooele City Code Section 7-2-11 Clear vision area at intersecting streets.
 - (ii) The wall materials shall be masonry block or prefabricated decorative masonry panels chosen from a list of City-approved wall material types, the list being on file with the Public Works Department. The wall shall be uniform within each subdivision phase.
 - (iii) The wall shall include capped pillars spaced at even intervals, not to exceed 20 feet. The pillar materials shall be similar to those comprising the wall.

- (iv) No portion of the wall shall contain cinderblock, smooth-faced block, or cast-in-place concrete.
- (v) All fencing walls shall receive a City-approved anti-graffiti seal coat upon their construction and prior to acceptance by the City.
- (e) Gates. Gates in the fencing wall or otherwise accessing the secondary frontage shall not be allowed.
- (f) Special Service District Standards. Where a double-frontage lot is included in an existing special service district that imposes its own design standards for double frontage lots, the district design standards shall apply.
- (g) The final determination of whether an application complies with the design standards of this Section shall be made by the City Planner. Such determinations are not subject to appeal.
- (3) Bonding. Park strips, park strip trees, park strip irrigation systems, and fencing walls discussed in this Section shall be included in the definition of public improvements. As such, they shall be bonded for in the manner provided in Tooele City Code Section 7-19-12, as amended, except that park strip trees shall be bonded for in the manner provided in Tooele City Code Section 7-19-29, as amended.
- (4) Maintenance. Because of the added burdens upon the City caused by double-frontage lots, and because residents are disinclined to maintain the secondary frontage, the portions of the public right-of-way located behind the curb and gutter and abutting the secondary frontage shall be maintained as follows.
 - (a) Home Owners Association. As a condition of final subdivision plat approval, every subdivision with double-frontage lots shall be required to form and fund a home owners association (HOA). At a minimum, the HOA shall maintain and perform at its cost, for the life of the HOA, the following items: park strip, park strip trees and grates, park strip irrigation system, park strip water bill, fencing wall, sidewalk, and sidewalk snow removal. The HOA articles shall provide for a minimum HOA existence of 30 years.
 - (b) Covenants, Conditions, and Restrictions. As a condition of final subdivision plat approval, every subdivision with double-frontage lots shall be required to record against all lots within the subdivision covenants, conditions, and restriction (CCRs). A copy of the recorded CCRs will be provided to the City. At a minimum, the CCRs shall provide for the perpetual maintenance and maintenance funding of the following items: park strip, park strip trees and grates, park strip irrigation system, park strip water bill, fencing wall, sidewalk, and sidewalk snow removal.
 - (c) If the HOA fails to enforce the CCRs pertaining to maintenance and maintenance funding for a period of three months or more, the City may bring an action in court to compel the HOA to fund and perform its maintenance obligations.
 - (d) Special Service District Maintenance. Where a double-frontage lot is included in an existing special service district that maintains some or all of the public improvements adjacent to a secondary frontage, the portions of the public right-of-way located behind the curb and gutter and abutting the secondary frontage shall be maintained in perpetuity by the district.

7-19-26. Park Strip Landscaping in Commercial and Industrial Subdivisions.

- (1) All park strip areas in commercial and industrial subdivisions, with the exception of paved drive approaches and sidewalks as approved in the site plan, shall be *landscaped seeded or sodded with lawn grasses* and perpetually maintained by the owner of the appurtenant property *with low or no water use materials and plantings with drip-style irrigation systems for trees and where irrigation is necessary. The use of seeded or sodded lawn grasses in park strips areas of non-residential subdivisions shall be prohibited. The decorative aesthetic or appearance of lawn grass may be accomplished through the use of artificial turf. The commercial or industrial subdivision developer shall prepare park strip areas to receive seed or sod.*

- (2) (a) The commercial or industrial subdivision developer shall be responsible for the cost of purchasing and planting trees on both sides of all proposed subdivision streets within all park strip areas, except where there are existing trees acceptable to the Director of [the Parks and Recreation Department](#). Newly planted trees shall not be farther apart than 35 feet. Trees planted in park strip areas shall be of a type listed in ~~Section 4-11-22 of~~ the Tooele City [Street Tree Selection Guide Code](#). Newly planted trees shall not be less than two inches in caliper, measured one foot from the ground, and shall not be shorter than eight feet in height. Trees shall be planted during a season of the year when it reasonably can be expected that they will survive. In no case shall trees be planted sooner than seven days prior to the issuance of an occupancy permit for any structure on the property appurtenant to the park strip.
- (b) Commercial or industrial subdivision developers shall do one of the following to ensure compliance with the park strip tree requirement:
- (i) post a bond in accordance with the provisions of Section 7-19-12 of the Tooele City Code, in the amount of \$200 per required park strip tree; or
 - (ii) make a non-refundable payment to Tooele City in the amount of \$200 per required tree, which shall be used by the Director of [the Parks and Recreation Department](#) to plant trees within the park strips of the subdivision.
- (3) Protective screen planting may be required to secure a reasonably effective physical barrier between residential properties and adjoining uses which minimizes adverse visual, auditory, and other conditions. The screen planting plan shall be approved by the Planning Commission and the City Council upon the recommendation of the Community Development and Parks and Recreation Departments.

TOOELE CITY CORPORATION

ORDINANCE 2023-26

AN ORDINANCE OF THE TOOELE CITY COUNCIL VACATING A DEDICATED PUBLIC UTILITY AND DRAINAGE EASEMENT ON LOT 24 OF THE GORDON HOLLOWES PHASE 1 SUBDIVISION.

WHEREAS, Aaron Bird (the “property owner”) has petitioned the City to vacate a certain public utility and drainage easements (the “PU&DE”) located along existing interior lot lines of parcel 08-058-0-0024, also known as lot 24, in the Gordon Hollowes Phase 1 subdivision; and,

WHEREAS, the petition satisfies the requirements of U.C.A. §10-9a-609.5 (the petition, attached as Exhibit A, together with the subdivision plat including the PU&DE, attached as Exhibit C); and,

WHEREAS, the property owner has notified, and has received the signatures on an amended subdivision plat from, Questar Gas, Rocky Mountain Power, Century Link (Lumen) and Comcast (see Petition); and,

WHEREAS, the property owner has represented, consistent with the utility company signatures, that there are currently no utilities in the PU&DE; and,

WHEREAS, no Tooele City utilities are located, or contemplated to be located, within the portions of the PU&DE to be vacated; and,

WHEREAS, the City Council convened a duly-noticed public hearing on the vacation petition on June 7, 2023; and,

WHEREAS, good cause exists for the vacation, and the vacation is not anticipated to materially injure the public interest or any private person, inasmuch as:

- the property is under single ownership
- the property owner has petitioned for the vacation
- the current lot lines and PU&DE interior to the Property will serve no public or private purpose
- no public or private utilities are located or contemplated to be located within the PU&DE
- the above-referenced utility companies have agreed to the vacation
- the public hearing identified no reason why the vacation should not be approved; and,

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

1. the petition to vacate the public utility and drainage easements located on the subject property’s interior lot lines, as depicted in the Gordon Hollowes Phase 1 Subdivision plat, shown in Exhibit C, is hereby approved; and,
2. the City Administration is hereby instructed to see that the City Council-approved amended subdivision plat reflecting the vacated easements be recorded in the office of the Tooele County Recorder.

This Ordinance 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 Ordinance is passed by the Tooele City Council this 7th day of June, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

Justin Brady

Justin Brady

Dave McCall

Dave McCall

Tony Graf

Tony Graf

Ed Hansen

Ed Hansen

Maresa Manzione

Maresa Manzione

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. Winn

Debra E. Winn

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

ATTEST:

Michelle Pitt, City Recorder

SEAL

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

EXHIBIT A

VACATION PETITION

Tooele City Public Works,

I Aaron Bird am Applying to Tooele City in Order to vacate a utility easement located at 491 Gordon Circle, PARCEL I.D # 08-058-0-0024 Lot 24 Gordon Hollows #1 Subdivision, located in the Northwest quarter of Section 34 Township 3 South Range 4 West, Salt Lake Base and Meridian, Tooele County. Utah: said Subdivision recorded in the Office of the County Recorded for Tooele County, Utah

Reason for this request is to build a 24x35x13 Garage. This building will be built on a cement slab. Attached are stamped Engineering plans along with Easement letters from Century Link, Comcast, Dominion Energy and Rocky Mountain Power.

Aaron Bird

491 Gordon Circle

435-850-9774

Bird.AM@Hotmail.com

Respectfully submitted,

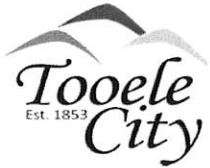
A handwritten signature in black ink, appearing to read 'Aaron Bird', with a large, stylized flourish at the end.

Aaron Bird

EXHIBIT B

UTILITY SIGNATURES

Public Works Department
90 N Main St. Suite 101
Tooele, Utah 84074
Phone: 435.843.2130



May 8th, 2023

Aaron Bird
491 Gordon Circle
Tooele, Utah 84074

To whom it may concern:

This letter is in reference to a proposed encroachment located at 491 Gordon Circle, Tooele, Utah for the southwest corner of said lot for the purpose of building a garage.

Tooele City Public Works Department has no water, wastewater or storm drain utilities that are within the easement that need to have protection at this time.

Please feel free to contact me or Tiffany Day in my office if additional information is needed.

Sincerely,

A handwritten signature in black ink that reads "Jamie Grandpre". The signature is written in a cursive, flowing style.

Jamie Grandpre
Public Works Director



Comcast Cable Communications, Inc.
1350 E. Miller Ave.
Salt Lake City, Utah 84106
801-401-3041 Tel
801-255-2711 Fax

November 29, 2022

Aaron Bird
491 Gordon Circle
Tooele, UT 84074

To whom it may concern,

Comcast of Utah II grants permission to encroach upon the existing utility easements, which exists along the South and West property lines of 491 Gordon Circle, Tooele, UT 84074. As long as it does not interfere with or deny access to our existing facilities (Poles, cable, conduits, pedestal, electronics). Three feet of clearance must be maintained around all pedestals.

If you need our facilities to be moved, it can be done at your expense. If any damage is incurred to our facilities due to your encroachment, repairs will be done at your expense. Be sure to contact Blue Stakes to locate all utility services at least 48 hours before digging.

Sincerely,

Molly Malone

Molly Malone

Authorized Representative

Space above for County Recorder's use
PARCEL I.D.# 08-058-0-0024

DISCLAIMER OF UTILITY EASEMENT

The undersigned, QUESTAR GAS COMPANY dba Dominion Energy Utah, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Tooele County, Utah, to-wit:

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 24, Gordon Hollows #1 Subdivision, located in the Northwest quarter of Section 34, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah; said Subdivision recorded in the Office of the County Recorder for Tooele County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on November 30, 2022.

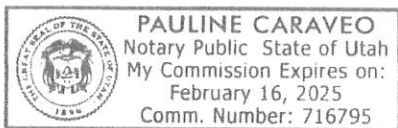
QUESTAR GAS COMPANY
Dba Dominion Energy Utah

By: Todd C. Cassity
Authorized Representative

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On November 30, 2022, personally appeared before me Todd C. Cassity, who, being duly sworn, did say that (s)he is an Authorized Representative for QUESTAR GAS COMPANY dba Dominion Energy Utah, and that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of Authority.

Pauline Caraveo
Notary Public



From: Baker, Lisa (PacifiCorp)
Sent: Wednesday, May 5, 2021 10:33 AM
To: Shepherd, Jeff (PacifiCorp) <Jeffrey.Shepherd@PacifiCorp.com>
Cc: bird.am@hotmail.com
Subject: Easement encroachment for 491 Gordon Circle, Tooele

Jeff,

Aaron Bird would like to obtain an Easement encroachment for 491 Gordon Circle, Tooele, Utah. He needs to get this letter as soon as possible in order to get his building permit with Tooele City. Aaron's phone number is: 435-850-9774.

The line that runs along his back lot line is a transmission line with distribution underbuilt. Our General Foreman has measured this line (26' above ground) and the customer will be able to maintain all of his needed clearances from our line if he builds his 18' structure for his motor home.

I have called and spoke with Scott Burton and he is ok with granting this encroachment as long as the structure maintains the clearances from our distribution lines.

Below is a picture of this property, the red line indicates the overhead lines. I have also drawn in the red the structure this customer would like to build. Please let me know if you need anything further.

Aaron,

I will be closing out your request. Please let me know if you need anything further. My number is listed below.

Lisa

From: Aaron Bird
Sent: Thursday, December 1, 2022 3:07 PM
To: Crystal Bird
Subject: Fwd: Easement encroachment for 491 Gordon Circle, Tooele

Please print all

iPhone

Begin forwarded message:

From: "Shepherd, Jeff (PacifiCorp)" <Jeffrey.Shepherd@pacificorp.com>
Date: May 10, 2021 at 9:13:15 AM MDT
Subject: RE: Easement encroachment for 491 Gordon Circle, Tooele

Aaron,

I just received word on this today. As long as you meet all of Lisa's clearance requirements, you can proceed with your building plans.

Generally speaking printing out this email has been sufficient in the past to secure your building permit. Let me know if you need something additional from me to show the county.

Thank you,
Jeff

From: Baker, Lisa (PacifiCorp) <Lisa.Baker@rockymountainpower.net>
Sent: Wednesday, May 5, 2021 10:36 AM
To: Shepherd, Jeff (PacifiCorp) <Jeffrey.Shepherd@PacifiCorp.com>
Cc: bird.am@hotmail.com
Subject: FW: Easement encroachment for 491 Gordon Circle, Tooele

Jeff,

I apologize, I forgot one important thing. The customer will need to stay 6' away from his back property line in order to meet all clearances.

Lisa

Lisa Baker
Journeyman Estimator
Rocky Mountain Power
555 North Main Street
Tooele, UT 84074
435-833-7925



4/12/2023

Lumen (CenturyLink) – Network Infrastructure Services
1025 Eldorado Blvd.
Broomfield, CO 80021

SUBJECT: APPROVAL TO PROCEED / ENCROACHMENT

Project Name & Location: Encroachment 491 Gordon Circle, Tooele, UT
City of Tooele, Tooele County
Parcel No. 08-058-0-0024
LOT 24, PLAT Gordon Hollows #1, 0.55 AC

Aaron Bird and Crystal Bird,

Qwest Corporation d/b/a CENTURYLINK, QC ("CenturyLink") is holder of Easement Rights granted by that certain Plat Gordon Hollows No. 1, recorded July 27, 1978, as Map No. 325677 on file in the office of the County Recorder of Tooele County, Utah.

CenturyLink has reviewed your request to proceed with improvements as shown on Exhibit "A" ("Improvements"), said Exhibit "A" attached hereto and incorporated by this reference, within the Easement Tract and has no objections providing, however, the following terms and conditions are agreed to, and met, by Aaron Bird and Crystal Bird:

1. Locates must be performed by a state recognized organization (i.e. Call Before You Dig, Blue Stake, etc.).
2. A minimum of three feet of cover above CenturyLink facilities is maintained at all times and the final grade provides for no less than three feet of cover.
3. If any CenturyLink facilities are damaged or require relocation as a result of said Improvements, or the act of installing, maintaining or removing said Improvements, Aaron Bird and Crystal Bird agrees to bear the cost of repair and/or relocation of said CenturyLink facilities.
4. No buildings or structures are to be placed within the Easement Tract other than those, if any, that are approved by this APPROVAL TO PROCEED.

Prior to commencing construction please execute this Agreement below and return a copy to CenturyLink.

It is the intent and understanding of CenturyLink that this action shall not reduce our rights to any existing easements or rights we have on this site or in the area.

If you have any questions or would like to discuss this action further, please contact Shoshanna White at (801) 718-9291.

Sincerely yours,

Tommy Sassone
Network Infrastructure Services
Lumen
P843934

I hereby agree to the terms and conditions as described in this document.

Shoshanna White

Signature

Shoshanna White

Printed Name

Right of Way Agent

Title

April, 12. 2023

Date

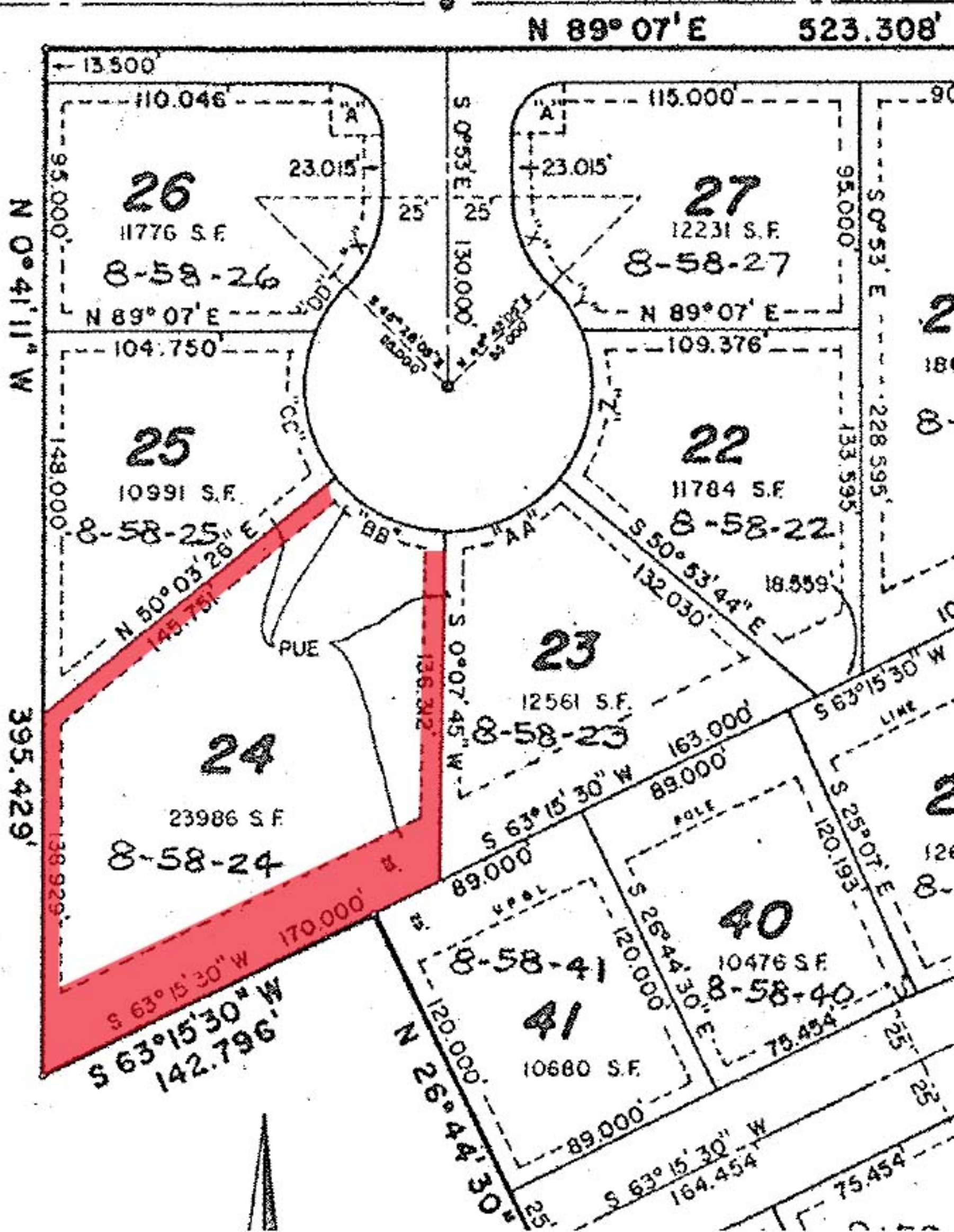
EXHIBIT C

SUBDIVISION MAPS

igned owners of the
 the same to be subdivi-

ll parcels of land shown
 and defend and save
 encumbrances on the
 ty's use, maintenance

onally appeared before
 County of Toole
 Dedication, Two In
 signed it freely and



N 89° 07' E 523.308'

13.500'

110.046'

95.000'

23.015'

11776 S.F.

8-58-26

N 89° 07' E

104.750'

148.000'

10991 S.F.

8-58-25

N 50° 03' 28" E

145.751'

395.429'

138.929'

23986 S.F.

8-58-24

S 63° 15' 30" W

170.000'

142.796'

N 26° 44' 30" E

120.000'

10680 S.F.

8-58-41

89.000'

S 63° 15' 30" W

164.454'

75.454'

10476 S.F.

8-58-40

S 25° 07' E

23.015'

12231 S.F.

8-58-27

N 89° 07' E

109.376'

11784 S.F.

8-58-22

S 50° 53' 44" E

132.030'

18.559'

12561 S.F.

8-58-23

S 0° 07' 45" W

136.312'

163.000'

89.000'

S 63° 15' 30" W

89.000'

FOLE

S 26° 44' 30" E

120.000'

10476 S.F.

8-58-40

75.454'

S 63° 15' 30" W

164.454'

75.454'

10476 S.F.

8-58-40

115.000'

23.015'

12231 S.F.

8-58-27

N 89° 07' E

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132.030'

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89.000'

FOLE

S 26° 44' 30" E

120.000'

10476 S.F.

8-58-40

75.454'

S 63° 15' 30" W

164.454'

75.454'

10476 S.F.

8-58-40

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GORDON HOLLOWES NO. 1

A SUBDIVISION OF PART OF SECTION 34, T3S, R4W, SLB&M
TOOELE CITY, TOOELE COUNTY, UTAH

OWNERS DEDICATION

Know all men by these presents that we the undersigned owners of the tract of ground described hereon, having caused the same to be subdivided into lots and streets, to be known hereafter as:

GORDON HOLLOWES NO. 1

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public and do warrant and defend and save the City harmless against any easements or other encumbrances on the dedicated streets which will interfere with the City's use, maintenance and operation of the streets.

C. Elyse Allen
Prigent D. Gray

ACKNOWLEDGEMENT

State of Utah
County of Tooele s.s.
On this 27th day of July, 1978, personally appeared before me, the undersigned Notary Public in and for said County of Tooele, State of Utah, the signer(s) of the above Owner's Dedication, Two in number, who duly acknowledged to me that they signed it freely and voluntarily and for the purposes therein mentioned.

Notary Public: Donna J. Brooker
Residing in Tooele, Utah
My commission expires March 1980

APPROVAL AS TO FORM

Approved as to form this 26 day of July, 1978.
Alan K. Johnson
TOOELE CITY ATTORNEY

CITY PLANNING APPROVAL

Approved this 10 day of July, 1978 by the Tooele City Planning Commission.
Alan McWhorter
CHAIRMAN

CITY ENGINEERING APPROVAL

Approved this 27 day of JULY, 1978.
Joe Busico
TOOELE PUBLIC WORKS DIRECTOR

APPROVAL AND ACCEPTANCE

Presented to the Tooele City Council this 13th day of JULY, 1978 at which time this subdivision was approved and accepted.
Richard L. Beckwith
Carroll DeHaven
John K. Bluff
Attest: *Lucille Strausburg*
TOOELE CITY RECORDER

SURVEYORS CERTIFICATE

I, James A. Stacey, hereby certify that I am a registered land surveyor holding certificate number 3153 as prescribed under the laws of the State of Utah; I further certify that by authority of the owners I have made a survey of the tract of land shown on this plat and described hereon and have subdivided said tract into lots and streets, hereafter to be known as GORDON HOLLOWES NO. 1, and that the same has been correctly staked on the ground as shown on this plat.

7-27-78
Date
James A. Stacey
James A. Stacey L.S. No. 3153

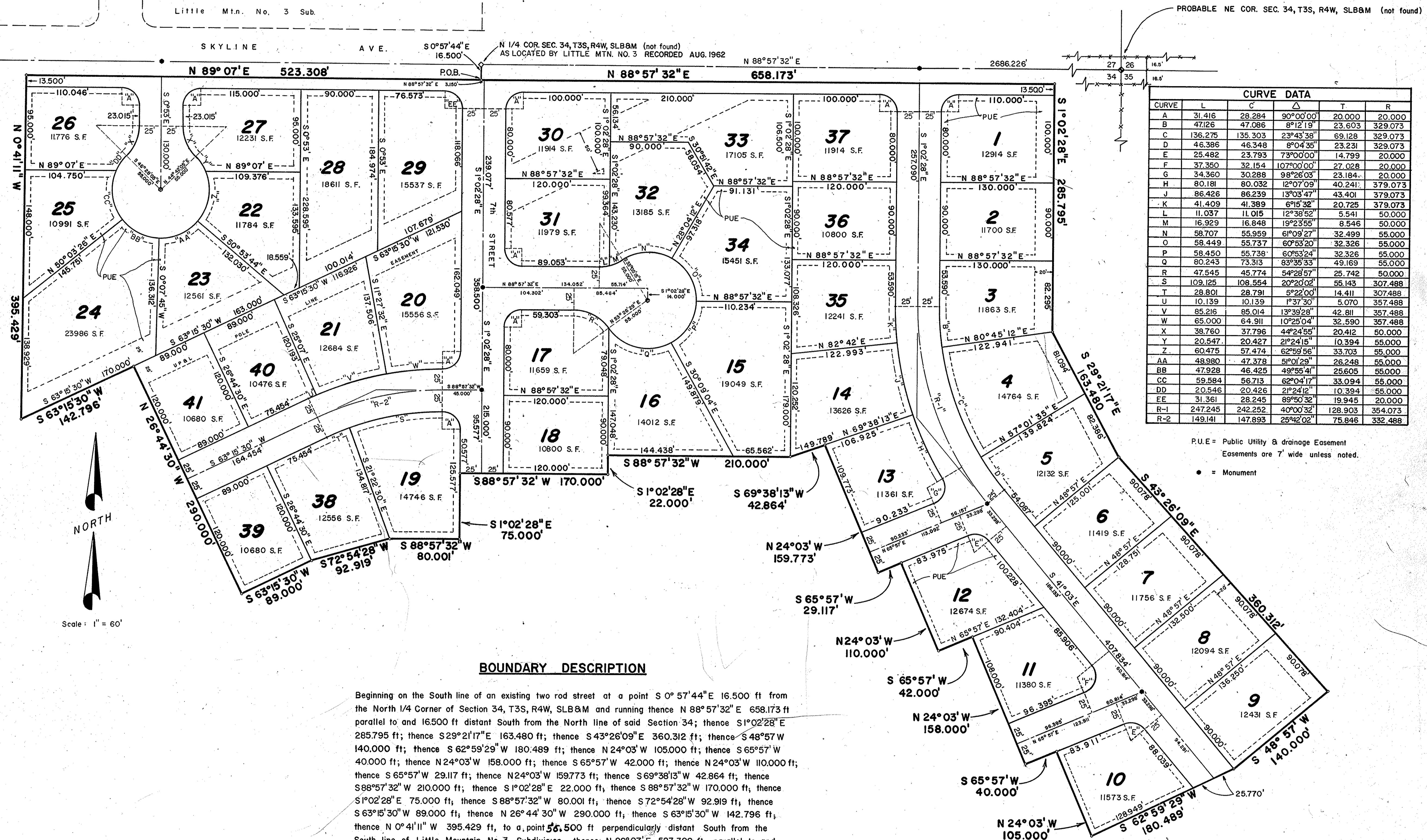
Containing 15.570 Acres

APPROVALS

Dir. Board of Health _____ Date _____
Dir. Flood Control Dept. _____ Date _____
Chief of Police _____ Date 7-10-78
Fire Chief _____ Date _____
Clarke N. Johnson _____ Date 7-26-78
School Supt. _____ Date _____

CURVE DATA					
CURVE	L	C	Δ	T	R
A	31.416	28.284	90°00'00"	20.000	20.000
B	47.126	47.086	8°12'19"	23.603	329.073
C	136.275	135.303	23°43'38"	69.128	329.073
D	46.386	46.348	8°04'35"	23.231	329.073
E	25.482	23.793	73°00'00"	14.799	20.000
F	37.350	32.154	107°00'00"	27.028	20.000
G	34.360	30.288	98°26'03"	23.184	20.000
H	80.181	80.032	12°07'09"	40.241	379.073
J	86.426	86.239	13°03'47"	43.401	379.073
K	41.409	41.389	6°15'32"	20.725	379.073
L	11.037	11.015	12°38'52"	5.541	50.000
M	16.929	16.848	19°23'55"	8.546	50.000
N	58.707	55.959	61°09'27"	32.499	55.000
O	58.449	55.737	60°53'20"	32.326	55.000
P	58.450	55.738	60°53'24"	32.326	55.000
Q	80.243	73.313	83°35'33"	49.169	55.000
R	47.545	45.774	54°28'57"	25.742	50.000
S	109.125	108.554	20°20'02"	55.143	307.488
T	28.801	28.791	5°22'00"	14.411	307.488
U	10.139	10.139	1°37'30"	5.070	357.488
V	85.216	85.014	13°39'28"	42.811	357.488
X	65.000	64.911	10°25'04"	32.590	357.488
W	38.760	37.796	44°24'55"	20.412	50.000
Y	20.547	20.427	21°24'15"	10.394	55.000
Z	60.475	57.474	62°59'56"	33.703	55.000
AA	48.980	47.378	51°01'29"	26.248	55.000
BB	47.928	46.425	49°55'41"	25.605	55.000
CC	59.584	56.713	62°04'17"	33.094	55.000
DD	20.546	20.426	21°24'12"	10.394	55.000
EE	31.361	28.245	89°50'32"	19.945	20.000
R-1	247.245	242.252	40°00'32"	128.903	354.073
R-2	149.141	147.893	25°42'02"	75.846	332.488

P.U.E. = Public Utility & drainage Easement
Easements are 7' wide unless noted.
• = Monument



BOUNDARY DESCRIPTION

Beginning on the South line of an existing two rod street at a point S 0° 57' 44" E 16.500 ft from the North 1/4 Corner of Section 34, T3S, R4W, SLB&M and running thence N 88° 57' 32" E 658.173 ft parallel to and 16.500 ft distant South from the North line of said Section 34; thence S 1° 02' 28" E 285.795 ft; thence S 29° 21' 17" E 163.480 ft; thence S 43° 26' 09" E 360.312 ft; thence S 48° 57' W 140.000 ft; thence S 62° 59' 29" W 180.489 ft; thence N 24° 03' W 105.000 ft; thence S 65° 57' W 40.000 ft; thence N 24° 03' W 158.000 ft; thence S 65° 57' W 42.000 ft; thence N 24° 03' W 110.000 ft; thence S 65° 57' W 29.117 ft; thence N 24° 03' W 159.773 ft; thence S 69° 38' 13" W 42.864 ft; thence S 88° 57' 32" W 210.000 ft; thence S 1° 02' 28" E 22.000 ft; thence S 88° 57' 32" W 170.000 ft; thence S 1° 02' 28" E 75.000 ft; thence S 88° 57' 32" W 80.001 ft; thence S 72° 54' 28" W 92.919 ft; thence S 63° 15' 30" W 89.000 ft; thence N 26° 44' 30" W 290.000 ft; thence S 63° 15' 30" W 142.796 ft; thence N 0° 41' 11" W 395.429 ft, to a point 56.500 ft perpendicularly distant South from the South line of Little Mountain No. 3 Subdivision, thence N 89° 07' E 523.308 ft, parallel to and 56.500 ft distant from said South line of Little Mountain No. 3 Subdivision to the point of beginning.

RECORDED NO. 325677

State of Utah, County of Tooele, recorded and filed at the request of Jacki Grant
Date 7-27-78 Time 3:15 P.M. Book _____ Page _____ Fee _____

Maryann S. Stacey
TOOELE COUNTY RECORDER

TOOELE CITY CORPORATION

ORDINANCE 2023-27

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY GENERAL PLAN LAND USE MAP FOR THE TOOELE CITY BUSINESS PARK ZONING DISTRICT, AND DESIGNATING THE DISTRICT AS A LIGHT INDUSTRIAL LAND USE CATEGORY.

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, storm water, transportation, moderate income housing, water conservation, and land use. The Tooele City Council adopted the Land Use Element (“Land Use Plan”) 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, which set forth appropriate Use Designations for land in Tooele City (e.g., residential, commercial, industrial); and,

WHEREAS, the Land Use Plan reflects the findings of Tooele City’s elected official regarding the appropriate range, placement, and configuration of land uses within the City, which findings are based in part upon the recommendations, public comments, and other relevant considerations; and,

WHEREAS, the Land Use Plan and the policies contained therein may be amended from time to time by the Tooele City legislative body to reflect the changing policies and values of the elected officials and the public; and,

WHEREAS, Utah Code § 10-9a-403 and § 10-9a-404 provide for the municipal legislature to consider General Plan amendment recommendations given by the Planning Commission, and to approve, revise, or reject proposed General Plan amendments; and,

WHEREAS, the City desires to create a new zoning district, containing both commercial and rail-served light-industrial uses, named the Tooele City Business Park zoning district, for approximately 324 acres of undeveloped land, and desires further to incorporate the new district into the Land Use Plan and Map as a zoning district in the Light Industrial land use designation category (see the map of the proposed Tooele City Business Park zoning district, as shown in the attached **Exhibit A**); and,

WHEREAS, on May 24, 2023, 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 June 7, 2023, the City Council convened a duly-noticed public hearing:

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

1. This Ordinance and the Land Use Plan amendments proposed therein are in the best interest of the City in that they will further economic development and are consistent with the General Plan.
2. The Land Use Plan and Map are hereby amended to include the Tooele City Business Park zoning district in the Light Industrial land use designation category (see **Exhibit A**, attached).

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 Baker, Tooele City Attorney

Exhibit A

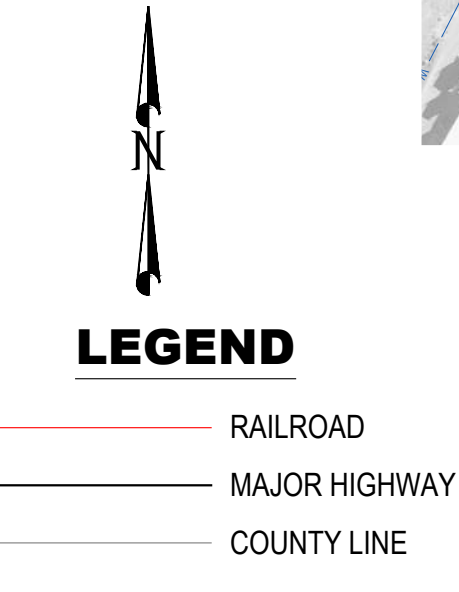
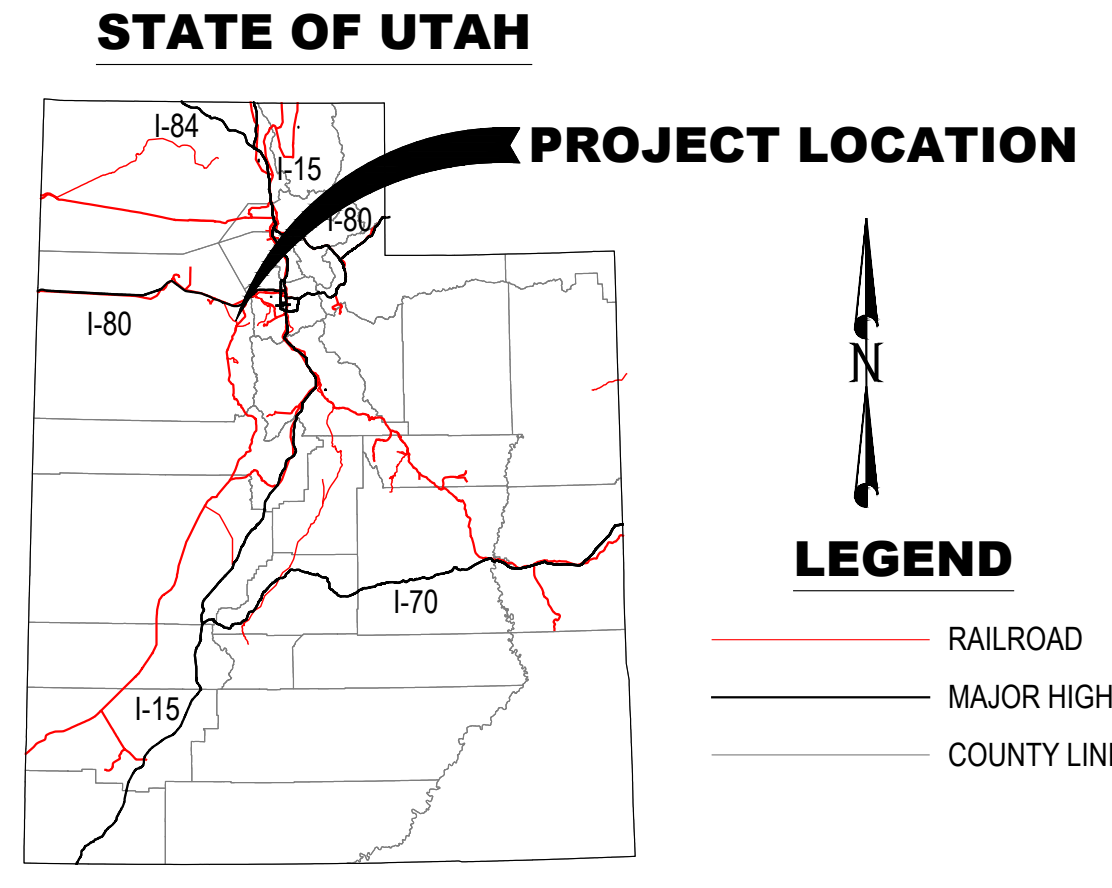
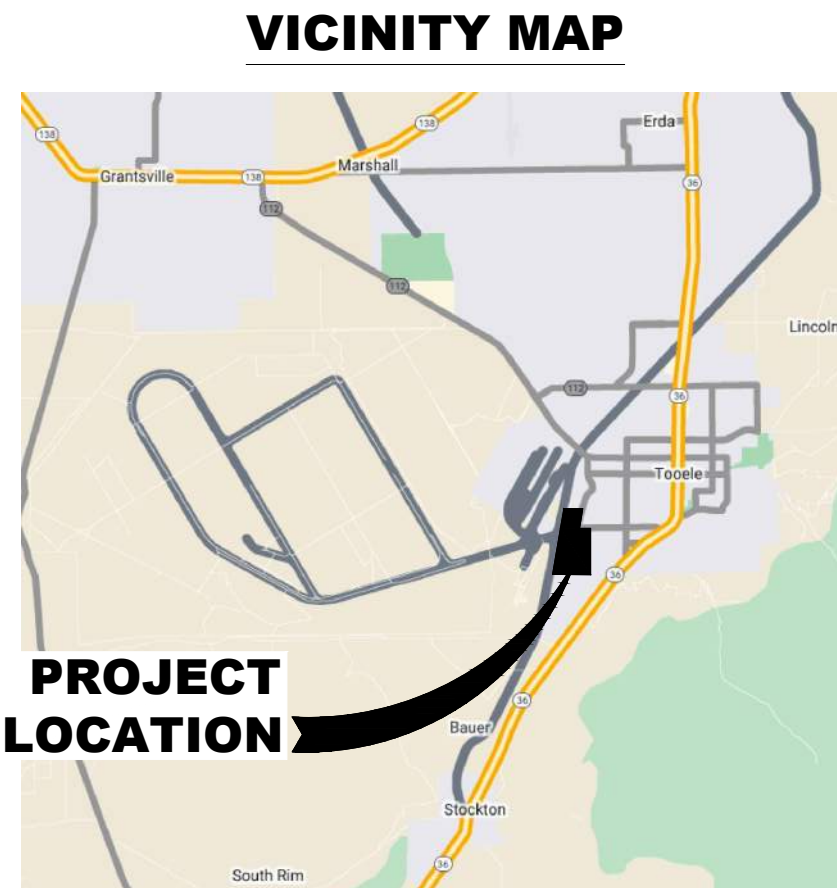
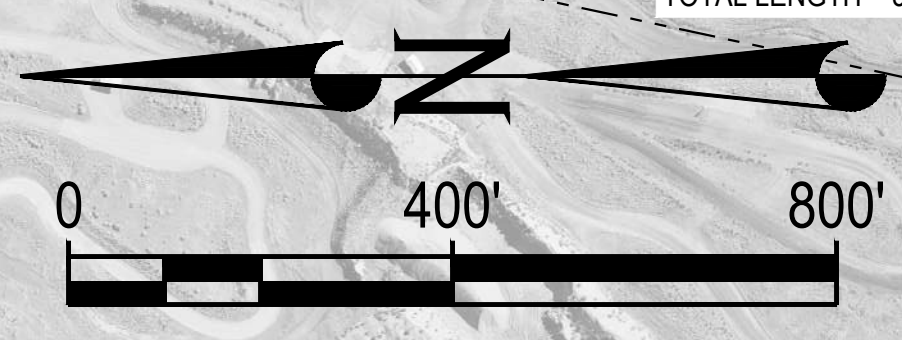
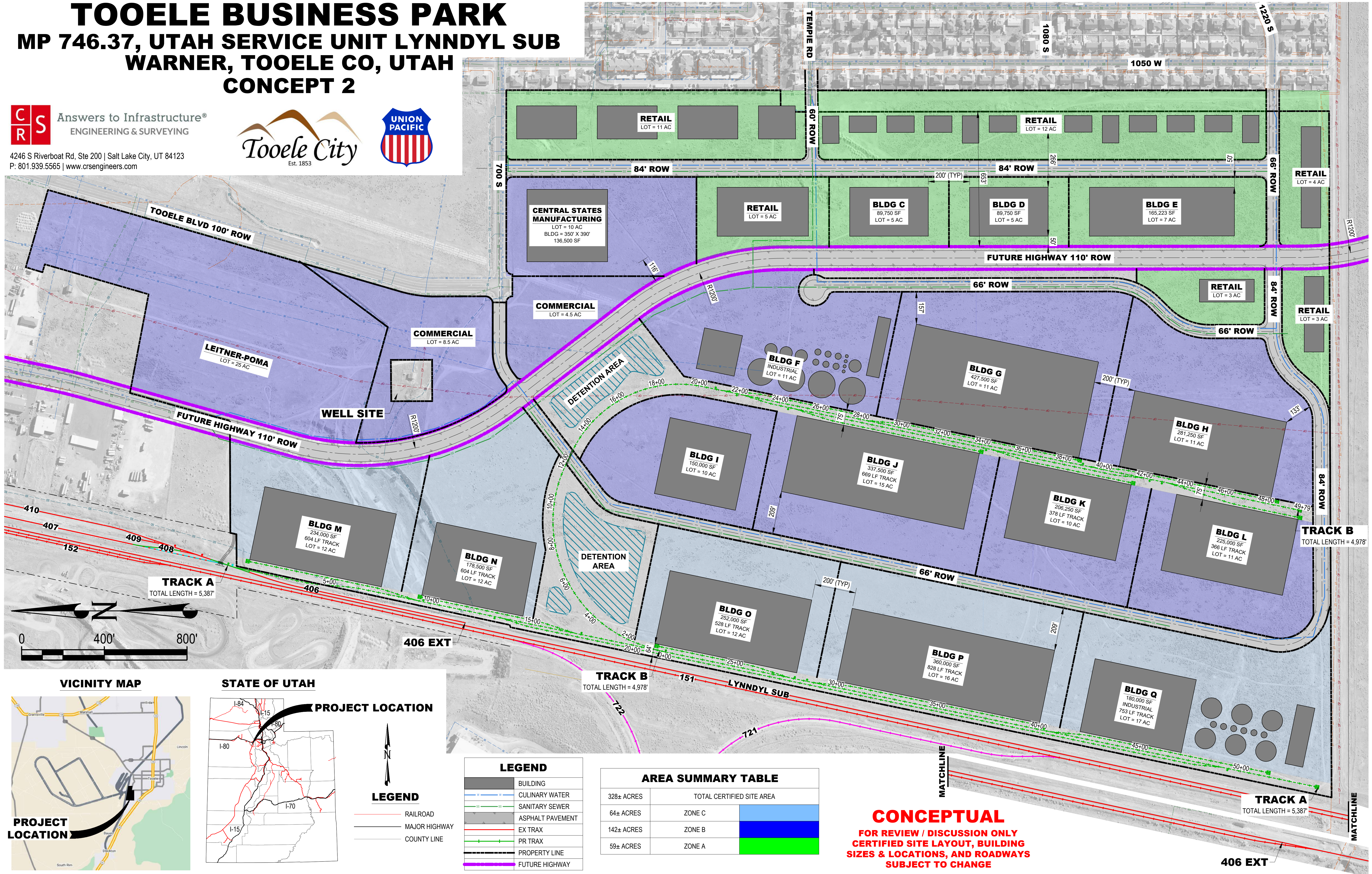
Map of Tooele City Business Park Zoning District

TOOELE BUSINESS PARK

MP 746.37, UTAH SERVICE UNIT LYNN DYL SUB WARNER, TOOELE CO, UTAH CONCEPT 2



4246 S Riverboat Rd, Ste 200 | Salt Lake City, UT 84123
P: 801.939.5565 | www.crsengineers.com



LEGEND

[Grey Box]	BUILDING
[Blue Line]	CULINARY WATER
[Green Line]	SANITARY SEWER
[Black Line]	ASPHALT PAVEMENT
[Red Line]	EX TRAX
[Green Line]	PR TRAX
[Dashed Line]	PROPERTY LINE
[Purple Line]	FUTURE HIGHWAY

AREA SUMMARY TABLE

328± ACRES	TOTAL CERTIFIED SITE AREA	
64± ACRES	ZONE C	[Blue Box]
142± ACRES	ZONE B	[Dark Blue Box]
59± ACRES	ZONE A	[Green Box]

CONCEPTUAL
FOR REVIEW / DISCUSSION ONLY
CERTIFIED SITE LAYOUT, BUILDING
SIZES & LOCATIONS, AND ROADWAYS
SUBJECT TO CHANGE

406 EXT

TOOELE CITY CORPORATION

ORDINANCE 2023-28

AN ORDINANCE OF THE TOOELE CITY COUNCIL ENACTING TOOELE CITY CODE CHAPTER 7-16B, SECTION 7-13-1, CREATING THE TOOELE CITY BUSINESS PARK ZONING DISTRICT, AND AMENDING THE TOOELE CITY ZONING MAP ACCORDINGLY.

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

WHEREAS, the Tooele City General Plan includes various elements, including water, sewer, transportation, affordable housing, water conservation, and land use. The Tooele City Council adopted the Land Use Element of the Tooele City General Plan (hereinafter the “Land Use 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 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, City staff experience, and other relevant considerations; and,

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

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

WHEREAS, Tooele City’s various residential zoning districts are described and regulated in TCC Chapter 7-14, and the various commercial, industrial, mixed-use, and overlay zoning districts (“non-residential zoning districts”) are described and regulated in TCC Chapter 7-16, and include the following:

- Mixed Use - General District (MU-G)

- Mixed Use - Broadway District (MU-B)
- Neighborhood Commercial District (NC)
- General Commercial District (GC)
- Regional Commercial District (RC)
- Light Industrial District (LI)
- Industrial Service District (IS)
- Industrial District (I)
- Research and Development District
- Downtown Overlay District (DO)
- Gateway Overlay District (GO)
- Commercial Special District (CSD)

WHEREAS, the Commercial Special District (CSD) zoning district ordinance was enacted by the City Council by Ordinance 2021-27 on July 21, 2021, and is described as having the purpose "...to provide a master planned, architecturally designed non-residential development where customized zoning requirements are developed and implemented to apply to a specific geographic area in order to permit flexibility and initiative to produce a unique, cohesive development" (TCC 7-16-2(11)); however, the specific regulations governing a CSD provide that "Mixed-use, special use, and industrial land uses shall not be considered a commercial land use for the purpose of considering eligibility for an CSD" (TCC 7-16a-3(1)), and that "Any application for a Commercial Special District that does not fully comply with the requirements of this section shall be considered ineligible for consideration as an CSD and denied" (TCC 7-16a-3(3)); and,

WHEREAS, Tooele City has obtained ownership of and has developed an area of the City named the Tooele City Commercial Park, comprising four subdivision phases, as well as large parcels of undeveloped land, and had sold properties for various institutional, educational, and light-industrial uses; and,

WHEREAS, all undeveloped and unplatted City-owned properties associated with the Commercial Park have been conveyed to the Redevelopment Agency of Tooele City, Utah, (RDA) for economic development purposes, and contain more than 200 acres located to the south of the developed portions of the Commercial Park; and,

WHEREAS, the City Administration, including Mayor Winn (in her capacities both as City Mayor and as RDA Executive Director) and the Economic Development Director, together with a subcommittee of RDA Board members, desire to see enacted a set of land use regulations that will facilitate desirable development of the RDA's undeveloped Commercial Park property, together with adjacent privately-owned properties, for a combined acreage of approximately 324 acres, located west of Tooele Boulevard and south of 700 South Street; and,

WHEREAS, the desired development would include a compatible mix of commercial and light-industrial uses calculated to create a cohesive non-residential development yielding maximum economic development benefits to the City in a desirable form (both horizontal site form and vertical building form); and,

WHEREAS, the term “economic development” refers to a set of fiscal and social benefits, including job creation, commercial property tax, sales tax, community identity and brand, and city economy; and,

WHEREAS, because of the predominance of industrial uses in the desired development, the Commercial Special District tool cannot be used, and no other existing Tooele City zoning district, including a Planned Unit Development (i.e., for residential development only under TCC Chapter 7-5), possesses sufficient land use flexibility to allow such a mixed-use or planned non-residential area; and,

WHEREAS, to accomplish the above-described objectives, the City Administration recommends the enactment and creation by the City Council of a new zoning district containing a mix of non-residential uses with a predictable and desirable form: the Tooele City Business Park zoning district (TCBP); and,

WHEREAS, key to the new zoning district and development would be a network of rail spurs connecting to the main north-south Union Pacific cross-country rail line, creating a high-demand and high-value industrial amenity; and,

WHEREAS, the City retained the engineering firm of Caldwell Richards & Sorensen (CRS) for its rail-industrial expertise to develop a conceptual plan for a rail-served industrial park, which the City Administration has merged into the proposed TCBP (see map attached as **Exhibit A**); and,

WHEREAS, **Exhibit A** depicts the currently determined location and configuration of a future State Road called the Mid-Valley Highway, which location and configuration may or may not be revised by the State of Utah with the passage of time; and,

WHEREAS, a City Administration team comprised of the Economic Development Director, Community Development Director, Public Works Director, City Planner, City Engineer, and City Attorney have prepared recommended regulations for the TCBP, which regulations address development standards, building heights, fencing, lighting, parking, architecture, landscaping, and other zoning and land use issues; and,

WHEREAS, the TCBP property is located adjacent and to the west of existing single-family and multi-family development, built largely on 1050 West Street, and the City Administration has taken care to propose the TCBP regulations in such a way as to protect residents from high-impact non-residential development, i.e., by limiting adjacent building heights, imposing architectural standards, and utilizing the planning techniques of scale and massing to transition between the housing and steadily-increasing intensity of non-residential uses as the development proceeds to the west, toward the UP rail line, and toward Peterson Industrial Depot with its heavy industrial zoning and uses (see the proposed TCC Chapter 7-16b, attached as **Exhibit B**, and the proposed Table of Uses attached as **Exhibit C**); and,

WHEREAS, the purpose of the TCBP is proposed to be the following:

The purpose of the Tooele City Business Park zoning district is to determine the form of uses and buildings on approximately 324 acres of contiguous land adjacent to recorded phases of the Tooele City Commercial Park in a manner that (1) transitions appropriately from existing single-family and multi-family residential uses to future commercial and industrial uses, (2) establishes regulations aimed at maximizing the quality and value of a business park through architectural, landscaping, lighting, and other development standards, (3) creates a unique railed-served mixed-use commercial-industrial business park, and (4) fosters renewable energy sources.

WHEREAS, the TCBP zoning district is proposed to combine traditional zoning strategies with newer form-based code strategies, designed both to require compliance with minimum development standards, while aiming for a specific form or appearance of development; and,

WHEREAS, the term “form-based code” has been defined by numerous planning-related organizations, with a selection of three definitions reproduced here:

- Wasatch Front Regional Council: “Form-based codes specify design for places and centers through a comprehensive process that relies on local decision making, and allows for uses to adapt based on demand. Form-based code sets a design standard rather than a minimum requirement and encourages active, vibrant communities that are both highly functional and aesthetically pleasing.”
- Form-Based Codes Institute (Smart Growth America): “A form-based code is a land development regulation that fosters predictable built results and a high-quality public realm by using physical form (rather than separation of uses) as the organizing principle for the code.... Form-based codes address the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks.”
- PlannersWeb (News & Information for Citizen Planners): “Put simply, a form-based code (FBC) is a way to regulate development that controls building form first and building use second, with the purpose of achieving a particular type of “place” or built environment based on a community vision.”
- Salt Lake City (Planning Division): “A form based code is a type of zoning where instead of regulating the use and then separating them –housing over here, retail over there–, we regulate what the building looks like: the form. While regular zoning has rules for building height, size, windows, as so forth, form based code goes to the next level with particular emphasis on how new development impacts or interacts with public spaces like the street and sidewalk. For example, how open or transparent is the building? How close is it to the sidewalk? Does the building rise multiple stories straight up or does it step back after two or three?”

WHEREAS, the City Administration believes that the TCBP achieves a balance of land uses, zoning regulations, and built form that will protect residents and the value of their residential properties, encourage vibrant economic development opportunities, and

create a unique development emphasizing site design and building form, and thus that the TCBP is in the best interest of Tooele City and its residents and businesses; and,

WHEREAS, the TCBP zoning district needs to be added to the list of City zoning districts contained in TCC Section 7-13-1; and,

WHEREAS, on May 24, 2023, 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 June 7, 2023, the City Council convened a duly-noticed public hearing:

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

1. The Tooele City Business Park zoning district is hereby created as shown substantively in Exhibit A.
2. Tooele City Code Chapter 7-16b (Tooele City Business Park Zoning District) is hereby enacted as shown in Exhibits B and C.
3. The Zoning Map is hereby amended to show the Tooele City Business Park zoning district as shown substantively in Exhibit A.
4. Tooele City Code Section 7-13-1 is hereby amended to add the TCBP to the list of City zoning districts.
5. Should the State of Utah, Department of Transportation, revise the location or configuration of the Mid-Valley Highway through the TCBP, the City Council will amend the TCBP map accordingly.

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 Baker, Tooele City Attorney

Exhibit A

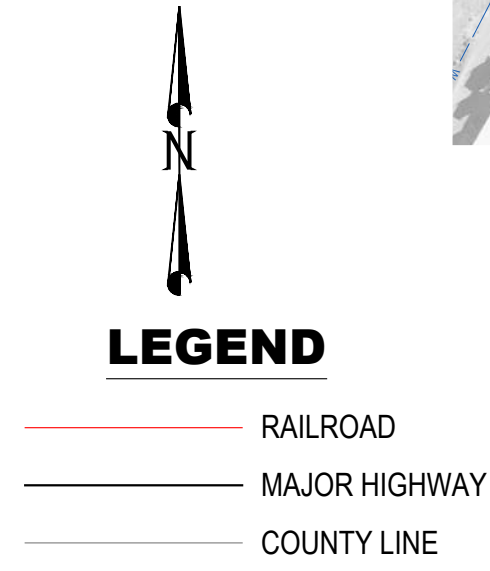
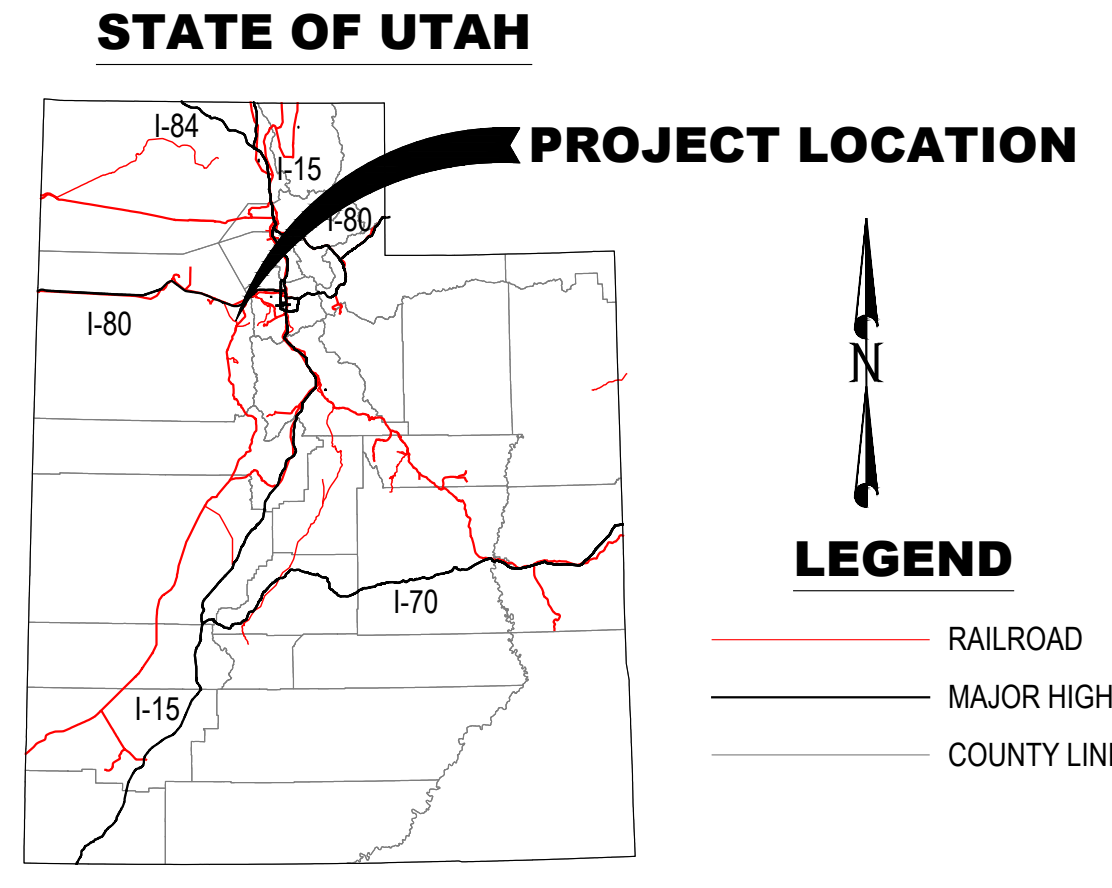
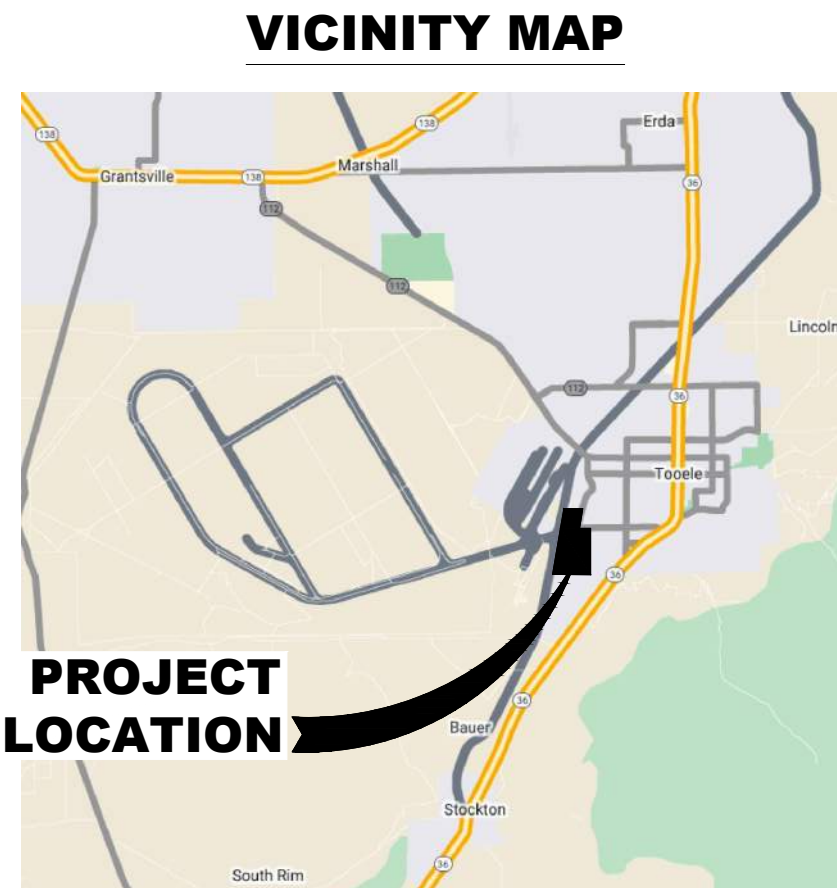
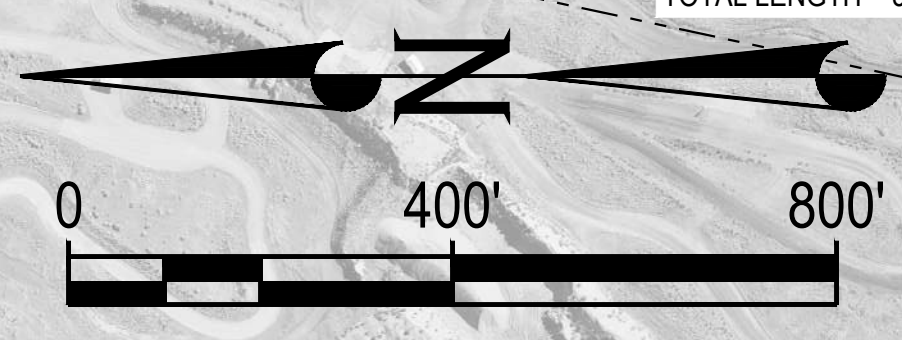
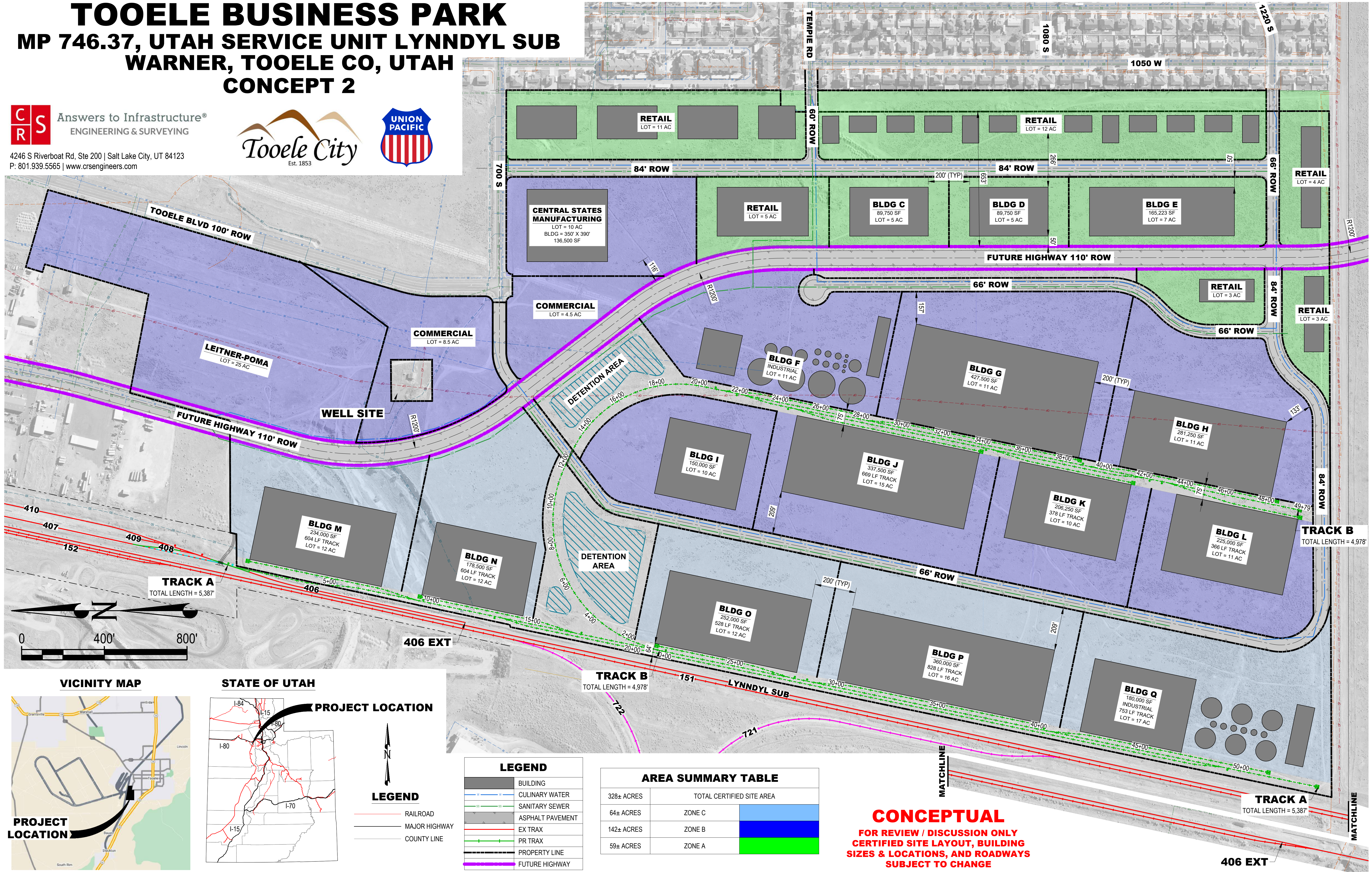
Map of Tooele City Business Park Zoning District

TOOELE BUSINESS PARK

MP 746.37, UTAH SERVICE UNIT LYNN DYL SUB WARNER, TOOELE CO, UTAH CONCEPT 2



4246 S Riverboat Rd, Ste 200 | Salt Lake City, UT 84123
P: 801.939.5565 | www.crsengineers.com



LEGEND

[Grey Box]	BUILDING
[Blue Line]	CULINARY WATER
[Green Line]	SANITARY SEWER
[Black Line]	ASPHALT PAVEMENT
[Red Line]	EX TRAX
[Green Line]	PR TRAX
[Dashed Line]	PROPERTY LINE
[Purple Line]	FUTURE HIGHWAY

AREA SUMMARY TABLE

328± ACRES	TOTAL CERTIFIED SITE AREA	
64± ACRES	ZONE C	[Blue Box]
142± ACRES	ZONE B	[Dark Blue Box]
59± ACRES	ZONE A	[Green Box]

CONCEPTUAL
FOR REVIEW / DISCUSSION ONLY
CERTIFIED SITE LAYOUT, BUILDING
SIZES & LOCATIONS, AND ROADWAYS
SUBJECT TO CHANGE

406 EXT

Exhibit B

Proposed TCC Chapter 7-16b

CHAPTER 7-16b. TOOELE CITY BUSINESS PARK ZONING DISTRICT

7-16b-1.Purposes.

7-16b-2.Zoning Map.

7-16b-3.Land Uses.

7-16b-4.Development Standards.

7-16b-5.Architectural Standards.

7-16b-6.Landscaping Standards.

7-16b-7.Sign Standards.

7-16b-8.Lighting Standards.

7-16b-1.Purposes.

The purpose of the Tooele City Business Park zoning district is to determine the form of uses and buildings on approximately 324 acres of contiguous land adjacent to recorded phases of the Tooele City Commercial Park in a manner that (1) transitions appropriately from existing single-family and multi-family residential uses to future commercial and industrial uses, (2) establishes regulations aimed at maximizing the quality and value of a business park through architectural, landscaping, lighting, and other development standards, (3) creates a unique railed-served mixed-use commercial-industrial business park, and (4) fosters renewable energy sources.

7-16b-2.Zoning Map.

The Tooele City Business Park zoning district shall have the general form shown on Figure 1, which identifies three use areas known as Section A (general and neighborhood commercial uses), Section B (lighter-industrial uses), and Section C (heavier-industrial uses).

7-16b-3.Land Uses.

The land uses allowed in the Tooele City Business Park zoning district, including both permitted and conditional uses, are set forth in Table 1: Table of Uses. A use not identified as either P or C in a Section shall be prohibited in that Section. A use not identified in the Table shall be a prohibited use unless substantially similar to an identified use, as determined by the Zoning Administrator in light of existing use definitions contained in Section 7-1-5.

7-16b-4.Development Standards.

(1) Development Standards. Except as otherwise provided in this Chapter, the development standards for the Tooele City Business Park zoning district shall be those indicated in the Light Industrial column of Chapter 7-16, Table 2 (Development Standards).

(2) Building Height. The maximum building height in Section A shall be 35 feet, except a hotel may have a maximum building height of 50 feet for up to

three stories. The maximum building height in Section B shall be 50 feet. The maximum building height in Section C shall be 70 feet.

(3) Parking. Off-street parking requirements shall be determined under Chapter 7-4.

(4) Fencing. All outdoor storage areas shall be fenced with a solid and opaque view-obscuring fence at a height at least equal to the height of the materials stored, but not higher than eight feet. Acceptable fence materials include masonry, vinyl, rhino rock, metal panel, and other similar materials. Chain link fence with slats is not an acceptable fence material.

(5) Wind Turbines. Where permitted, wind turbines shall be limited to a height of 175 feet to vertical tip of the blade and shall be setback 115% of its height from all property lines.

7-16b-5.Architectural Standards.

(1) Building Materials – General. All primary structures shall have an exterior finish of either concrete masonry units, brick, tilt-up concrete, precast concrete, stucco or stucco-appearing material, or colored enamel metal panels.

(2) Materials – Specific. The front façade of all primary structures shall be finished with architectural block, face brick, glass, stucco or stucco-appearing material, tilt-up concrete, or precast concrete, or a combination of these materials. For buildings finished with colored enamel panels, a portion of the front façade may utilize metal panels to help maintain architectural continuity.

(3) Minimum Design Details. All primary structures must provide architectural relief. This may be achieved by one or more of the following or similar methods and materials: windows with minimum four-inch trim of alternate but complementary materials and colors, awnings, varying facial planes, covered entryways, colonnades, etc. For the façades of concrete tilt-up buildings, indented patterns, windows, and coloration shall be an acceptable method of satisfying this requirement. To avoid large uninterrupted wall expanses, all front façades shall include architectural elements at least every 50 horizontal linear feet. All façades facing public roads, façades facing residential structures, and front façades shall include a minimum of 15% of wall façade composed of brick, stone, or other similar masonry product.

(4) Mechanical Equipment. All rooftop mechanical equipment shall be concealed from public view to the maximum extent by screening it with integral portions of building architecture, including structural parapet walls. “Concealed from public view” shall be determined by what a person would see when standing on the street in front of a building. The color of all conduits, vents, and other appurtenances

shall match the color of the surrounding building surfaces.

(5) Roofs. All primary structure roofs in Section A shall be pitched at a minimum slope of 3:1 and shall not include any rooftop mechanical equipment.

7-16b-6. Landscaping Standards.

(1) Section A Landscaping.

(a) Lots in Section A shall include landscaping on at least 10% of the lot.

(b) For other landscaping standards applicable to Section A, see Chapter 7-16, Table 2, Note F1.

(2) Sections B and C Landscaping.

(a) Lots in Sections B and C shall include landscaping on at least 1% of the lot.

(b) For other landscaping standards applicable to Sections B and C, see Chapter 7-16, Table 2, Note 2.

(3) Public right-of-way parkstrip landscaping and on-site parking lot landscaping may be included in determining compliance with the requirements of this Section.

(4) Landscaping shall be water-wise in nature and shall not include sod or turf grass. All landscaping shall be irrigated, and all irrigation shall utilize drip or similar bubbler systems.

(5) Public right-of-way landscaping in Sections A-C shall include trees as required in Chapter 7-16, Table 2, Note F1, and shall consist of trees approved by the City's street tree selection guide.

7-16b-7. Sign Standards.

(1) General. Signs in the Tooele City Business Park shall be regulated by Chapter 7-25.

(2) Section A. Signs allowed in Section A of the Tooele City Business Park shall be those allowed in commercial zoning districts as provided in Section 7-25-14.

(3) Sections B and C. Signs allowed in Sections B and C of the Tooele City Business Park shall be those allowed in industrial zoning districts as provided in Section 7-25-15.

(4) Frontage on Mid-Valley Highway or its successor state road shall not be included in determining the permissibility of pole or pylon signs, notwithstanding any contrary provisions in Chapter 7-25.

7-16b-8. Lighting Standards.

(1) Color Temperature. The maximum color temperature for outdoor light fixtures shall be 3,000K.

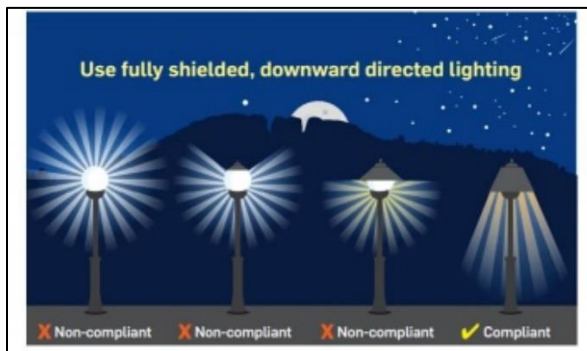
(2) Lumens. The maximum lumens for outdoor light fixtures shall be 2,500 lumens per fixture, and 100,000 lumens per acre.

(3) Light Poles. The maximum pole height for parking lot lighting shall be 16 feet for parking lots with less than 200 parking stalls, and 20 feet for parking lots with 200 or more parking stalls.

(4) Shielding. Outdoor light fixtures shall be fully shielded and directed downward. Compliant shielding is illustrated in Figure 2.

Figure 1. Zoning Map.

Figure 2. Light Fixture Standards.



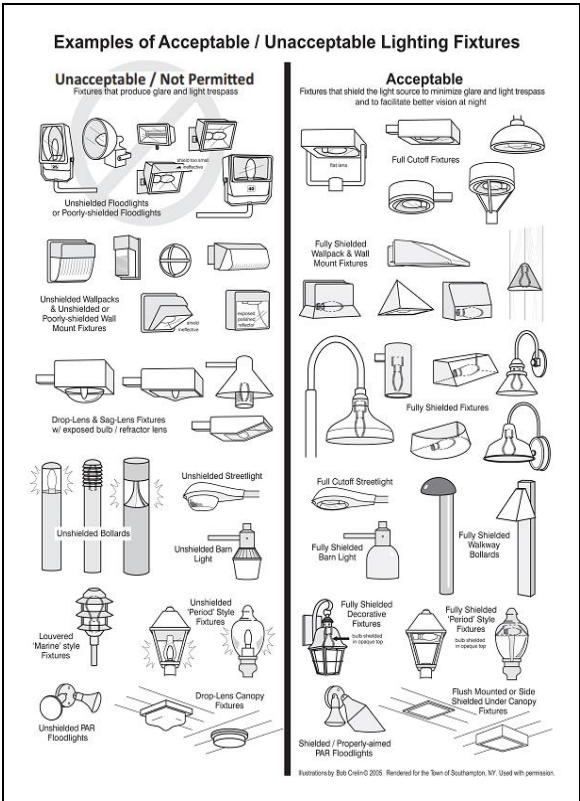


Table 1. Table of Uses

CHAPTER 13. ZONING DISTRICTS

7-13-1. Establishment of Zoning Districts.

7-13-2. Rules for Locating Boundaries.

7-13-1. Establishment of Zoning Districts.

(1) In order to accomplish the purposes of this Title, Tooele City is hereby divided into the following zoning districts:

- (a) Multi-Family Residential (MR-20)
- (b) Multi-Family Residential (MR-16);
- (c) Multi-Family Residential (MR-12);
- (d) Multi-Family Residential (MR-8);
- (e) Medium Density Residential (R1-7);
- (f) Medium Density Residential (R1-8);
- (g) Medium Density Residential (R1-10);
- (h) Low Density Residential (R1-12);
- (i) Low Density Residential (R1-14);
- (j) Low Density Residential (R1-30);
- (k) Low Density Residential (RR-1);
- (l) Low Density Residential (RR-5);
- (m) Low Density Residential (RR-20);
- (n) Multiple Use (MU-160);
- (o) Mixed Use - General (MU-G);
- (p) Mixed Use - Broadway (MU-B);
- (q) Neighborhood Commercial (NC);
- (r) General Commercial (GC);
- (s) Regional Commercial (RC);
- (t) Light Industrial (LI);
- (u) Industrial (I);
- (v) Research and Development (RD);
- (w) Residential Special District (RSD); ~~and,~~
- (x) Commercial Special District (CSD); ~~and,~~
- (y) Tooele City Business Park (TCBP).

(2) The location and boundaries of each of the zoning districts are shown on the zoning map entitled, "Tooele City Zoning." All boundaries, notations, and other data shown thereon are hereby adopted as part of this Title.

(3) Special Purpose Overlay Zoning Districts. From time to time the City may establish overlay zoning districts for specific purposes that apply on top of the base zoning districts identified in this Section. These overlay zoning districts may be established in other chapters of this Title based on their intended purpose.

(Ord. 2022-22, 07-06-2022) (Ord. 2021-27, 07-21-2021) (Ord. 2019-08, 03-20-2019) (Ord. 97-21, 06-04-1997) (Ord. 1992-04, 06-09-1992)

7-13-2. Rules for Locating Boundaries.

Where uncertainty exists as to the boundary of any District, the following rules shall apply:

(1) Wherever the District boundary is indicated as being approximately upon the centerline of a street, alley or block or along a property line, then, unless

otherwise definitely indicated on the map, the centerline of such street, alley, block or such property line, shall be construed to be the boundary of such District.

(2) Wherever such boundary line of such District is indicated as being approximately at the line of any river, irrigation canal or other waterway, or railroad right-of-way, or public park or other public land, or any section line, then in such case the center of such stream, canal or waterway, or of such railroad right-of-way, or the boundary line of such public land or such section line shall be deemed to be the boundary of such District.

(3) Where such District boundary lines cannot be determined by the above rules, their location may be found by the use of the scale appearing upon the map.

(4) Where the application of the above rules does not clarify the District boundary location, the Board of Adjustment shall interpret the map.

(Ord. 2019-08, 03-20-19) (Ord. 1983-05, 04-20-1983)

Exhibit C

Proposed TCBP Table of Uses

Table 1: Table of Uses

Tooele City Business Park Zoning District			
Use	Section A (Commercial)	Section B (Lighter Industrial)	Section C (Heavier Industrial)
Accessory Building	P	P	P
Accessory Drive Through Facility	C	C	C
Accessory Outdoor Sales & Display (Incidental to an Allowed Use)	C	P	P
Accessory Outside Storage		P	P
Agriculture (indoor only)	C		
Automobile Body & Fender Service and Repair		C	
Building Maintenance Services		P	P
Business Office	P		
Business Office (located within an existing structure)	P	P	P
Contractor's Display/Office	P		
Convenience Store, without Gasoline Sales	P	P	
Convenience Store, with Gasoline Sales	P	P	
Cultural Activities and Uses	P		
Day Care/ Pre-School Center (located within an existing structure)	P	P	
Fast Food Restaurant	P	P	P
Financial Services	P		
General Industrial Activity		P	P
Greenhouse	C		
Health Care Provider	P		
Health Care Provider (located within an existing structure)	P	P	P
Health Club	P		
Heavy Equipment Sales & Rental		P	P

Tooele City Business Park Zoning District

Use	Section A (Commercial)	Section B (Lighter Industrial)	Section C (Heavier Industrial)
Heavy Industrial Manufacturing & Assembly			C
Hotel	P		
Laundromat	P		
Light Manufacturing & Assembly		P	P
Open Space Areas, Trails	P	P	P
Personal Services	P		
Professional Office	P		
Professional Office (located within an existing structure)	P	P	P
Public Use	C	C	C
Reception Center	P		
Reception Center (located within an existing structure)	P		
Research Facility	P		
Restaurant	P		
Restaurant (located within an existing structure)	P	P	P
Retail Sales (accessory to an allowed use)	P	P	P
Retail Store (located within an existing structure)	P	P	P
Retail Store (total maximum 3,000 square footage)	P		
Temporary Construction Office		P	P
Utility Service Facility (major)		C	C
Utility Service Facility (minor)		C	C
Wind Turbine		P	P

STAFF REPORT

May 16, 2023

To: Tooele City Planning Commission
Business Date: May 24, 2023

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Halim Subdivision – Preliminary Subdivision Plan Request

Application No.: P21-675
Applicant: Kurti Halim
Project Location: 400 East 1000 North
Zoning: R1-8 Residential Zone
Acreage: 3.37 Acres (Approximately 146,797 ft²)
Request: Request for approval of a Preliminary Subdivision Plan in the R1-8 Residential zone regarding the creation of three single-family residential lots, rights-of-way, emergency vehicle turn around and storm water detention basin.

BACKGROUND

This application is a request for approval of a Preliminary Subdivision Plan for approximately 3.37 acres located at 400 East 1000 North. The property is currently zoned R1-8 Residential. The applicant is requesting that a Preliminary Subdivision Plan be approved to allow for the development of the currently vacant property into three single-family residential lots.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Medium Density Residential land use designation for the subject property. The property has been assigned the R1-8 Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R1-8 The R1-8 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Medium Density Residential land use designation. Properties to the east of the subject property are zoned R1-8 Residential and are currently developed as single-family residential. Properties to the west are zoned RR-5 Residential are currently undeveloped. Property to the south is zoned R1-7 and are also single-family residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

The applicant owns 3.37 acres of property on the north side of the intersection at 400 East and 1000 North. The property is a wedged shaped parcel with the greatest width being along the 1000 North frontage. The property is encumbered with the Middle Canyon Drainage that runs south to north along the entire eastern side of the parcel. The applicant is not developing the entire parcel but wishes, with this Preliminary Subdivision Plan, to develop just three lots, the necessary roads, storm water management basin and a necessary emergency vehicle turn around. The portion of the property to be developed in this phase of the subdivision is approximately 1.24 acres.

Subdivision Layout. The subdivision proposes the creation of three lots located at the south west corner of the parcel. Each lot will range in size from 8000 square feet up to 8873 square feet. All lots comply with the minimum standards required by the R1-8 zoning district for lot width, lot size and lot frontages. The subdivision also proposes the creation of Halim Lane, a 60 foot wide public right-of-way that will be a dedicated public road. Halim Lane will terminate temporarily into a temporary turn around that will be paved in either asphalt or concrete and will need to be included in an easement in favor of Tooele City. This turn around area is necessary for large emergency vehicles as it is not feasible to require a large fire apparatus to reverse itself onto 1000 North, a very busy collector street.

North of the turnaround is proposed a temporary storm water retention basin. This basin is temporary because when the applicant completes phase 2 of the subdivision the basin will be relocated.

Middle Canyon Drainage. The main encumbrance of this property is the Middle Canyon Drainage that runs south to north along the entire eastern side of the property eliminating nearly half the property for development without significant flood plain alterations. Any improvements or changes to the flood plain would need to be approved by the Federal Emergency Management Agency (FEMA). The site plan proposed by the applicant and included in this report delineates the flood plain area and all proposed development with this phase will remain outside of the existing flood plain and no alterations are proposed.

Public Improvements. Halim Lane will be a public street and will be dedicated to Tooele City for maintenance and ownership once the final plat for phase 1 is recorded. The improvements will include asphalt, curb, gutter, park strip and sidewalk on both sides of the street.

Emergency Vehicle Access. The Tooele City Fire Department uses large apparatuses to fight fires and attend to other emergency issues. These vehicles are large and cumbersome to maneuver in tight places. It is even more difficult to move these large vehicles in reverse. As such, the Fire Department and City standards require that when a public street terminates in a manner such as is proposed for Halim Lane that a temporary turn around cul-de-sac be provided until the road is extended and connects to another road and provides a secondary access. Until then the turn around cul-de-sac will need to be constructed of either asphalt or concrete and engineered to withstand the weight of the City's large fire fighting apparatuses. You will note that the plans presented indicate that the turn around will be constructed of a hard surface on 10" of aggregate base capable of supporting at 75,000 pounds. The Tooele City Fire Chief added a note along with his approval requiring that the cul-de-sac be paved in either concrete or asphalt.

Criteria For Approval. The procedure for approval or denial of a Subdivision Preliminary Plat request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-8 and 9 of the Tooele City Code.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Preliminary Subdivision Plan submission and has issued a recommendation for approval for the request with the following comments:

1. All lots within the subdivision meet or exceed minimum requirements for lot size, lot width and lot frontage as required by the R1-8 Zoning district.
2. The subdivision is not proposing any alterations to the Middle Canyon Drainage running south to north along the east side of the parcel.

Engineering and Public Works Division Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Preliminary Subdivision Plan submission and have issued a recommendation for approval for the request.

Tooele City Fire Department Review. The Tooele City Fire Department has completed their review of the Preliminary Subdivision Plan submission and has issued a recommendation for approval for the request with the following proposed condition:

1. The cul-de-sac turn around at the north end of Halim Lane shall be paved in either asphalt or concrete.

Noticing. Preliminary Subdivision Plans do not require a public hearing and as such do not require public noticing.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Preliminary Subdivision Plan by Kurti Halim, application number P21-675, subject to the following conditions:

1. That all requirements of the Tooele City Engineering and Public Works Divisions shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report shall be satisfied throughout the development of the site and the construction of all buildings on the site.
5. The cul-de-sac turn around at the north end of Halim Lane shall be paved in either asphalt or concrete.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.
6. The proposed Preliminary Subdivision Plan meets or exceeds all minimum requirements as found in Tooele City's development code.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Halim Subdivision Preliminary Subdivision Plan request by Kurti Halim, application number P21-675, based on the findings and subject to the conditions listed in the Staff Report dated May 16, 2023:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Halim Subdivision Preliminary Subdivision Plan request by Kurti Halim, application number P21-675, based on the following findings:”

1. List findings...

EXHIBIT A

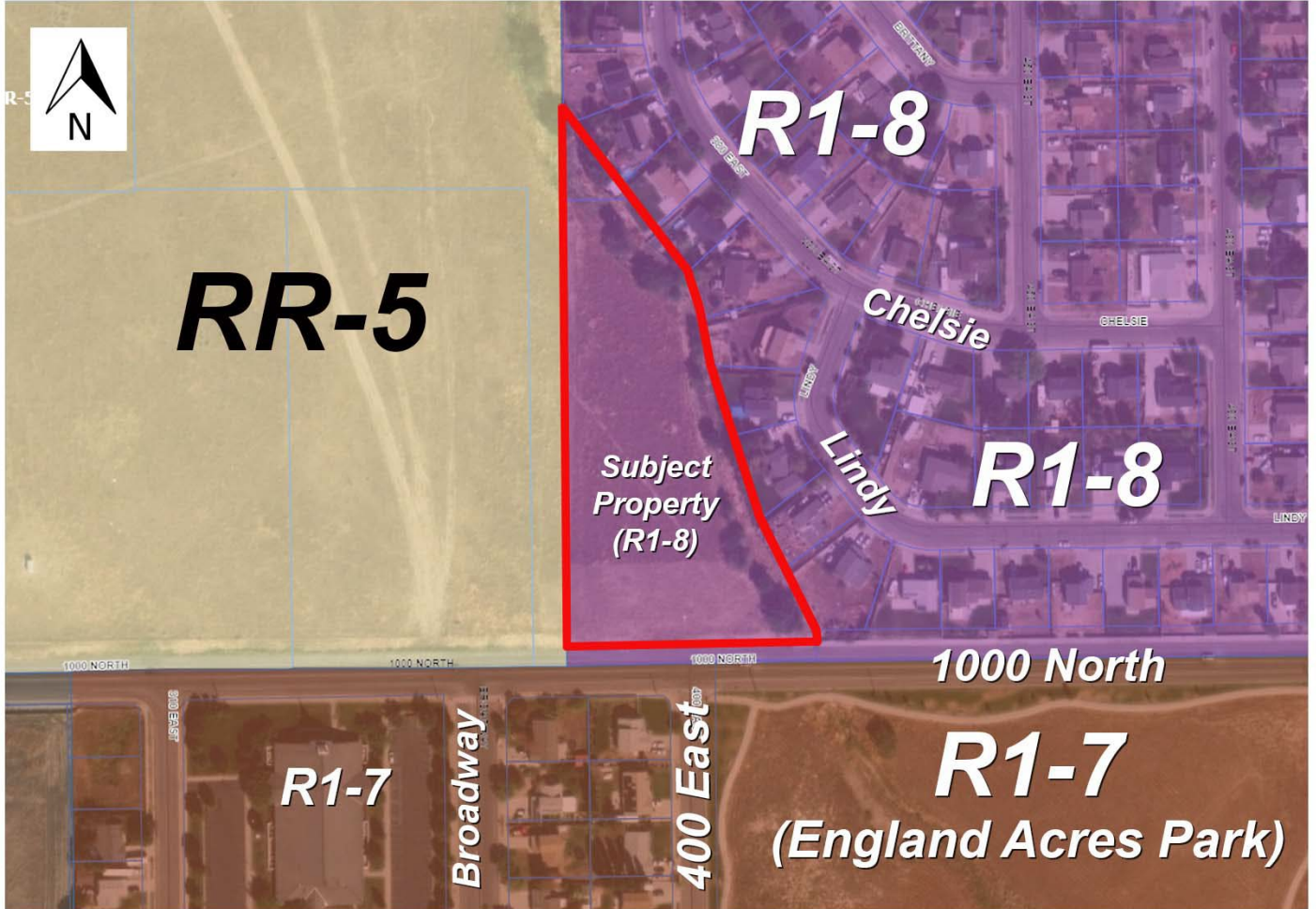
**MAPPING PERTINENT TO THE HALIM SUBDIVISION PRELIMINARY
SUBDIVISION PLAN**

Halim Subdivision Preliminary Subdivision Plan



Aerial View

Halim Subdivision Preliminary Subdivision Plan



Current Zoning

EXHIBIT B

**PROPOSED DEVELOPMENT PLANS &
APPLICANT SUBMITTED INFORMATION**

Subdivision - Preliminary Plan Application

Community Development Department
 90 North Main Street, Tooele, UT 84074
 (435) 843-2132 Fax (435) 843-2139
www.tooelecity.org



Notice: The applicant must submit copies of the preliminary plans to be reviewed by the City in accordance with the terms of the Tooele City Code. Once a set of preliminary plans are submitted, the plans are subject to compliance reviews by the various city departments and may be returned to the applicant for revision if the plans are found to be inconsistent with the requirements of the City Code and all other applicable City ordinances. All submitted preliminary plan proposals shall be reviewed in accordance with the Tooele City Code. Submission of preliminary plans in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all plans be submitted well in advance of any anticipated deadlines.

Project Information					
Date of Submission: 7-01-21	Submittal #: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	Zone: R1-8	Acres: 3.37	Parcel #(s): P21-675 02-125-0-0001 02-125-0-0006	
Project Name: Halim Subdivision					
Project Address: 400 East 1000 North					
Project Description: 5 Lot Subdivision			Phases:	Lots:	
Property Owner(s): Kurti Halim			Applicant(s): Kurti Halim		
Address: 769 N. Sir Phillip Drive			Address:		
City: Salt Lake	State: Utah	Zip: 84116	City:	State:	Zip:
Phone: 385-259-4326	Email: halim.shqipe_2008@hotmail.com		Phone:	Email:	
Contact Person: Kurti Halim			Address:		
Phone:			City:	State:	Zip:
Cellular:	Fax:	Email:			
Engineer & Company: Corey/Jared - Ensign Engineering			Surveyor & Company: Doug - Ensign Engineering		
Address: 169 North Main Street, Unit 1			Address:		
City: Tooele	State: Utah	Zip: 84074	City:	State:	Zip:
Phone: 435-843-3590	Email: jcid@ensignutah.com		Phone:	Email: dkinsman@ensignutah.com	

*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in *Utah Code Ann.* § 63-2-302.5, please inform the city employee accepting this information. Tooele City does not currently share your private, controlled or protected information with any other person or government entity.

For Office Use Only					
Land Use Review:	Date:	Water Superintendent Review:	Date:	City Engineer Review:	Date:
Planning Review:	Date:	Reclamation Superintendent Review:	Date:	Director Review:	Date:
Fire Flow Test					
Location:		Residual Pressure:	Flow (gpm):	Min. Required Flow (gpm):	
Performed By:		Date Performed:	Corrections Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Comments Returned: Date: <input type="checkbox"/> Yes <input type="checkbox"/> No	



CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.
Call before you dig.

BENCHMARK

SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 4 WEST
SALT LAKE BASE AND MERIDIAN
ELEV = 4921.2

LEGEND

- | | | | | |
|--|------------------------|-------------------------|-----|--------------------------|
| SECTION CORNER | ADJACENT RIGHT OF WAY | STORM DRAIN CLEAN OUT | SD | STORM DRAIN LINE |
| MONUMENT EXISTING | RIGHT OF WAY | STORM DRAIN CATCH BASIN | LD | LAND DRAIN LINE |
| MONUMENT PROPOSED | CENTERLINE | STORM DRAIN COMBO BOX | W | CULINARY WATER LINE |
| EXIST REBAR AND CAP | PROPERTY LINE | STORM DRAIN CULVERT | SW | SECONDARY WATER LINE |
| SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP OR NAIL STAMPED "ENSGN ENG. & LAND SURV." | ADJACENT PROPERTY LINE | SIGN | IRR | IRRIGATION LINE |
| WATER METER | DEED LINE | ELECTRICAL BOX | OHP | OVERHEAD POWER LINE |
| WATER MANHOLE | TANGENT LINE | UTILITY MANHOLE | E | ELECTRICAL LINE |
| WATER VALVE | EXIST DITCH FLOW LINE | UTILITY POLE | G | GAS LINE |
| FIRE HYDRANT | FENCE | LIGHT | | EXISTING CONTOURS |
| SECONDARY WATER VALVE | EDGE OF ASPHALT | CABLE BOX | | CONCRETE |
| IRRIGATION VALVE | SANITARY SEWER LINE | TELEPHONE BOX | | BUILDING |
| | SANITARY SEWER MANHOLE | GAS METER | | PUBLIC DRAINAGE EASEMENT |
- NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.

**PRELIMINARY PLAT
HALIM SUBDIVISION**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP
3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH

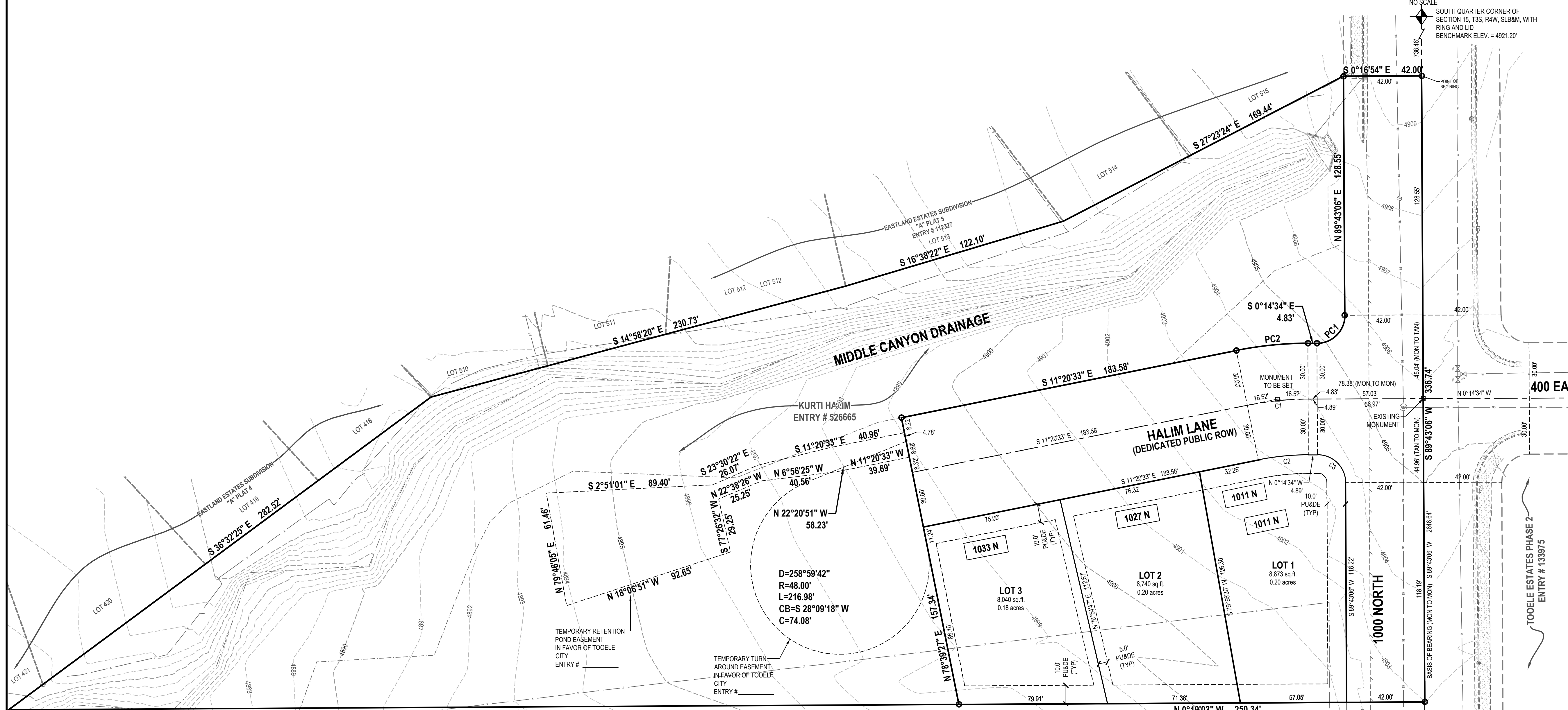
CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	170.00'	32.83'	11°05'59"	N5°47'34"W	32.88'
C2	140.00'	27.12'	11°05'59"	N5°47'34"W	27.08'
C3	15.00'	23.55'	89°57'40"	N44°44'16"E	21.21'
PC1	15.00'	23.57'	90°02'20"	S45°15'44"E	21.22'
PC2	200.00'	38.75'	11°05'59"	S5°47'34"E	38.68'



VICINITY MAP

NO SCALE
SOUTH QUARTER CORNER OF SECTION 15, T3S, R4W, SLB8M, WITH RING AND LID BENCHMARK ELEV. = 4921.20'



SURVEYOR'S CERTIFICATE
I, Douglas J. Kinsman do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 334575 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, hereafter to be known as Halim Subdivision, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

Boundary Description
A parcel of land, situate in the Southwest Quarter of Section 15, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Tooele County, Utah, more particularly described as follows:
Beginning at a point being South 89°43'06" West 738.46 feet along the Section line from the South Quarter Corner of Section 15, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:
thence South 89°43'06" West 336.74 feet along the Section line;
thence North 0°19'03" West 250.34 feet;
thence North 78°39'27" East 157.34 feet;
thence South 11°20'33" East 183.58 feet;
thence Southwesterly 26.75 feet along the arc of a 200.00 foot radius tangent curve to the right (center bears South 78°39'27" West and the long chord bears South 5°47'34" East 38.68 feet through a central angle of 11°05'59");
thence South 0°14'34" East 4.83 feet;
thence Southwesterly 23.57 feet along the arc of a 15.00 foot radius tangent curve to the left (center bears North 80°45'26" East and the long chord bears South 45°15'44" East 21.22 feet through a central angle of 90°02'20") to the north line of 1000 North Street;
thence North 89°43'06" East 128.55 feet along north line to the southwest corner of Lot 515 of Eastland Estates Subdivision "A" Plat 5, entry number 112327, according to the official plat thereof as recorded in the office of the Tooele County Recorder;
thence South 0°16'54" East 42.00 feet, along said westerly line to the Point of Beginning.

Contains 54,076 square feet or 1.24 acres. (3 Lot)

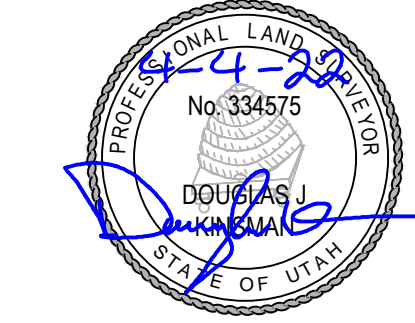
OWNER'S DEDICATION AND CONSENT TO RECORD
Known all men by these present that the undersigned are the owner(s) of the herein described tract of land and hereby cause the same to be divided into lots and streets, together with easements as set forth hereafter to be known as:

HALIM SUBDIVISION

The undersigned owner(s) hereby dedicate to Tooele City all those parts or portions of said tract of land on said plat designated hereon as streets, the same to be used as public thoroughfares forever. The undersigned owner(s) hereby convey to Tooele City and to any and all public utility companies providing service to the herein described tract a perpetual, non-exclusive easement over the public utility and drainage easements shown on this plat, the same to be used for drainage and for the installation, maintenance and operation of public utility service lines and facilities.

In witness whereof I have hereunto set my / our hand this _____ day of _____ A.D. 20____.

By: HALIM KURTI



APRIL 4, 2022
Date
Douglas J. Kinsman
License no. 334575

HALIM SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP
3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER

RECORDED # _____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
REQUEST OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEES: _____ TOOELE COUNTY RECORDER

DOMINION ENERGY

DOMINION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABRIATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8522.

APPROVED THIS _____ DAY OF _____ A.D. 20____

BY: _____
TITLE: _____

ROCKY MOUNTAIN POWER COMPANY

1. PURSUANT TO UTAH CODE ANN. § 54-3-2 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27a-603(4)(V)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
(4) ANY OTHER PROVISION OF LAW.

APPROVED THIS _____ DAY OF _____, 20____

BY: _____
TITLE: _____

HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____, 20____
BY THE TOOELE COUNTY HEALTH DEPARTMENT.

TOOELE COUNTY HEALTH DEPARTMENT

DEVELOPER
HALIM KURTI
769 N. SIR PHILLIP DR.
SALT LAKE CITY, UT 84116
385-259-4326

SCHOOL DISTRICT

APPROVED THIS _____ DAY OF _____, 20____
BY THE TOOELE COUNTY SCHOOL DISTRICT

TOOELE COUNTY SCHOOL DISTRICT

POST MASTER

APPROVED THIS _____ DAY OF _____, 20____
BY THE POST MASTER

POST MASTER

COMCAST

APPROVED THIS _____ DAY OF _____, 20____
BY THE COMCAST CABLE

COMCAST

CENTURY LINK

APPROVED THIS _____ DAY OF _____, 20____
BY THE CENTURY LINK.

CENTURY LINK

CHIEF OF POLICE

APPROVED THIS _____ DAY OF _____, 20____
BY THE TOOELE CITY CHIEF OF POLICE.

TOOELE CITY CHIEF OF POLICE

FIRE CHIEF

APPROVED THIS _____ DAY OF _____, 20____
BY THE TOOELE CITY FIRE DEPARTMENT.

TOOELE CITY FIRE CHIEF

PARKS DEPARTMENT

APPROVED THIS _____ DAY OF _____, 20____
BY THE TOOELE CITY PARKS DEPARTMENT.

TOOELE CITY PARKS DEPARTMENT

CITY ATTORNEY

APPROVED AS TO FORM THIS _____ DAY OF _____, 20____

TOOELE CITY ATTORNEY

CITY ENGINEER

APPROVED AS TO FORM THIS _____ DAY OF _____, 20____

TOOELE CITY ENGINEER

COMMUNITY DEVELOPMENT APPROVAL

APPROVED AS TO FORM ON THIS _____ DAY OF _____, A.D. 20____

TOOELE CITY COMMUNITY DEVELOPMENT

COUNTY RECORDER

REVIEWED THIS _____ DAY OF _____, 20____
BY THE TOOELE COUNTY RECORDER AS TO DESCRIPTION OF RECORD.

TOOELE COUNTY RECORDER

CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 20____
BY THE TOOELE CITY COUNCIL.

CHAIRMAN TOOELE CITY COUNCIL

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PLANNING COMMISSION.

ATTEST:

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PLANNING COMMISSION.

ATTEST:

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PLANNING COMMISSION.

ATTEST:

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PLANNING COMMISSION.

ATTEST:

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PLANNING COMMISSION.

ATTEST:

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PLANNING COMMISSION.

ATTEST:

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PLANNING COMMISSION.

ATTEST:

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PLANNING COMMISSION.

ATTEST:

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PLANNING COMMISSION.

ATTEST:

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PLANNING COMMISSION.

ATTEST:

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PLANNING COMMISSION.

ATTEST:

ENSIGN

TOOELE
169 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435.843.3590
Fax: 435.578.0108

SALT LAKE CITY
Phone: 801.255.0529
LAKETON
Phone: 801.547.1100
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.886.2983

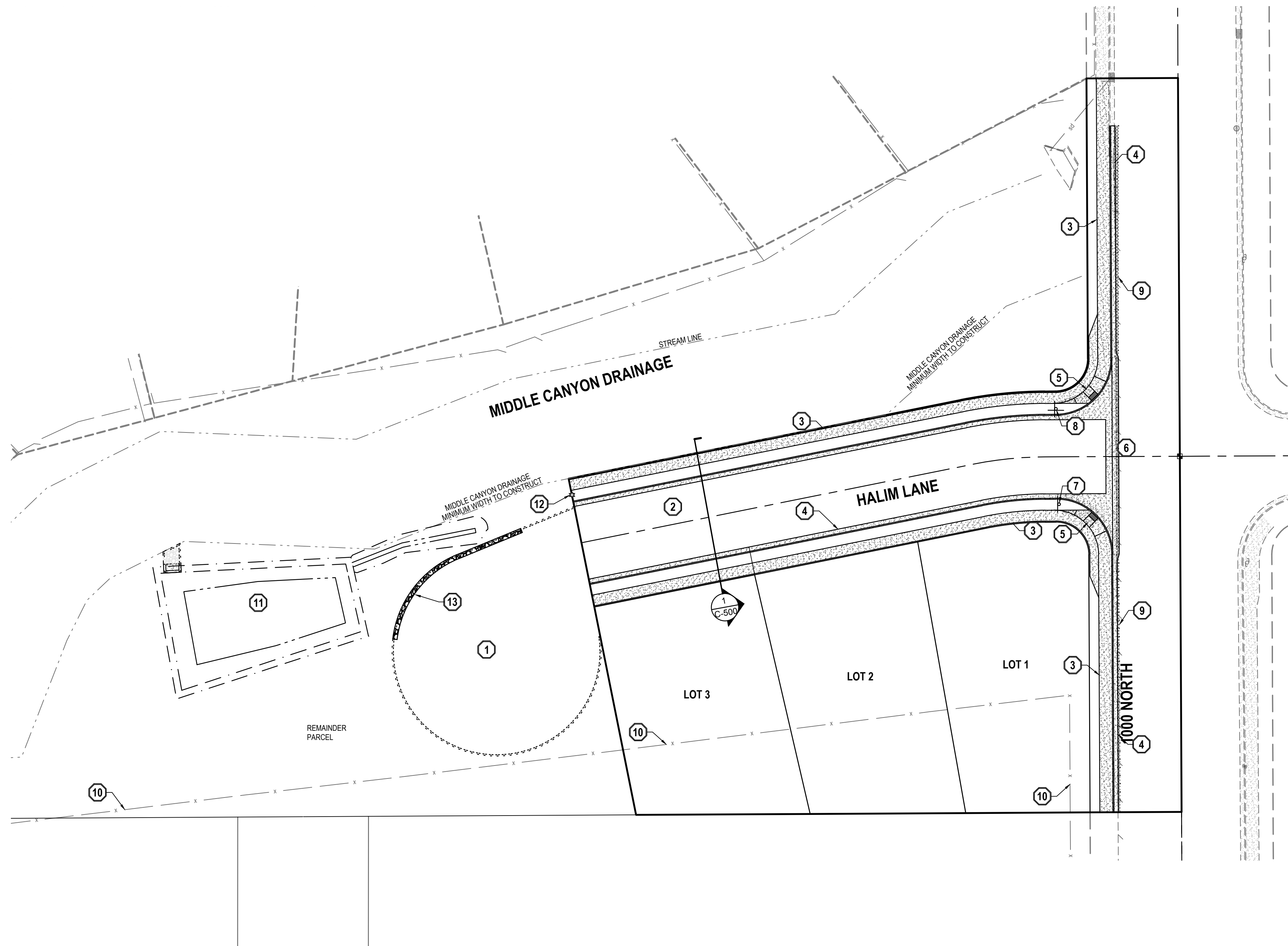
WWW.ENSGNENG.COM

SHEET 1 OF 1

PROJECT NUMBER: C9737K
MANAGER: D. KINSMAN
DRAWN BY: J. CID
CHECKED BY: D. KINSMAN
DATE: 2022-04-04



BENCHMARK
 SOUTHWEST QUARTER OF SECTION 15,
 TOWNSHIP 3 SOUTH, RANGE 4 WEST
 SALT LAKE BASE AND MERIDIAN
 ELEV = 4921.2



GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOIL, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- TEMPORARY FIRE APPARATUS ACCESS ROAD TURNAROUND CONSTRUCTED WITH A HARD SURFACE; 10" AGGREGATE BASE 95% MOD PROCTOR ON SUITABLE NATURAL SOILS, PROPERLY PREPARED SOILS, AND/OR STRUCTURAL SITE GRADING FILL EXTENDING TO PROPERLY PREPARED/SUITABLE NATURAL SOILS; CAPABLE OF SUPPORTING THE IMPOSED LOAD OF AT LEAST 75,000 POUNDS AND COMPACTION PROCTOR TO AT LEAST 95%. TURNAROUND TO BE INSPECTED BY DEVELOPMENT INSPECTOR.
 - ① ASPHALT PAVEMENT PER DETAIL 2/C-500.
 - ② CONCRETE SIDEWALK PER TOOELE CITY STANDARD PLAN NO. 231R. SEE SHEET C-501
 - ③ 30" TYPE "A" CURB AND GUTTER PER TOOELE CITY STANDARD PLAN NO. 205R. SEE SHEET C-501
 - ④ HANDICAP ACCESS RAMP PER AFPA STANDARD PLAN NO. 235 WITH DETECTABLE WARNING SURFACE PER TOOELE CITY STANDARD PLAN NO. 238R.
 - ⑤ 6" WATER WAY PER TOOELE CITY STANDARD PLAN NO. 213R. SEE SHEET C-501
 - ⑥ "STOP" SIGN PER M.U.T.C.D. STANDARD PLANS.
 - ⑦ STREET NAME SIGNPOST PER TOOELE CITY STANDARD PLAN NO. 292R.
 - ⑧ SAWCUT EXISTING ASPHALT PAVEMENT TO PROVIDE A CLEAN EDGE FOR THE TRANSITION BETWEEN EXISTING AND PROPOSED ASPHALT PAVEMENT.
 - ⑨ FENCE TO BE REMOVED
 - ⑩ RETENTION BASIN. SEE SHEET C-200
 - ⑪ INSTALL STREET LIGHT PER TOOELE CITY STANDARDS. SEE DETAIL C-500
 - ⑫ ROCKERY WALL. SEE SHEET C-200 AND DETAIL 10/D-500



TOOELE
 169 N. Main Street, Unit 1
 Tooele, UT. 84074
 Phone: 435.843.3590

SALT LAKE CITY
 Phone: 801.255.0529

LAYTON
 Phone: 801.547.1100

CEDAR CITY
 Phone: 435.865.1453

RICHFIELD
 Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
 HALIM KURTI
 769 N. SIR PHILLIP DRIVE
 SALT LAKE, UTAH 84116
 CONTACT:
 CLIENT CONTACT
 PHONE: 385-259-4326

HALIM SUBDIVISION

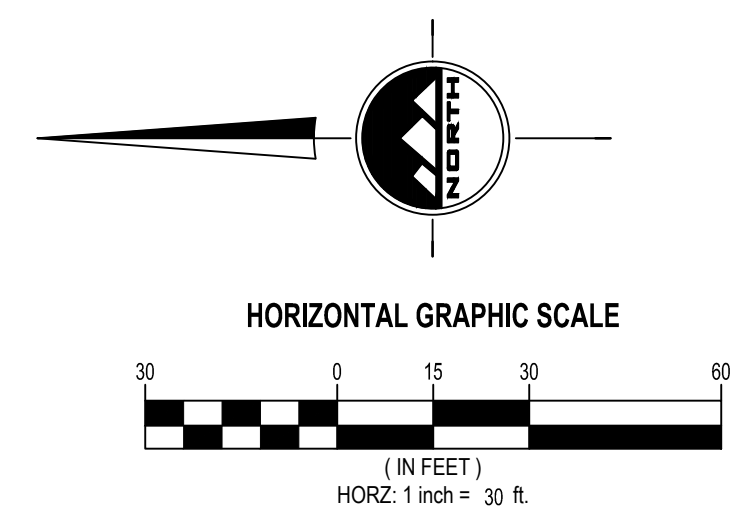
1000 NORTH 400 EAST
 TOOELE, UTAH 84074

For Review
 04/04/2022 5:02:37 PM

SITE PLAN

PROJECT NUMBER: 9505A
 PRINT DATE: 4/4/22
 DRAWN BY: J.CID
 CHECKED BY: C.CHILD
 PROJECT MANAGER: D. KINSMAN

C-100



TOOELE CITY CORPORATION

ORDINANCE 2023-25

AN ORDINANCE OF TOOELE CITY ENACTING TOOELE CITY CODE SECTION 8-4-7 TO REINSTATE CIVIL PENALTIES FOR PUBLIC NUISANCES.

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

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

WHEREAS, Utah Code Section 10-8-60 provides that municipalities "...may declare what shall be a nuisance, and abate the same, and impose fines upon persons who may create, continue or suffer nuisances to exist"; and,

WHEREAS, Tooele City defines, regulates, abates, and punishes the existence of nuisances through TCC Chapter 8-4, which currently provides for criminal penalties and an administrative nuisance abatement process; and,

WHEREAS, the City Administration recommends that civil penalties for nuisances be reinstated to provide the Tooele City Police Department with the full range of criminal, civil, and administrative tools for eliminating nuisances; and,

WHEREAS, nuisances are a blight upon and a danger to Tooele City and its residences and businesses, and the elimination of nuisances is in the best interest of the City and the public:

NOW, THEREFORE, BE IT ORDAINED BY TOOELE CITY that Tooele City Code Section 8-4-7 regarding civil penalties for nuisances, as shown on Exhibit A, is hereby enacted.

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 _____, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Proposed TCC Section 8-4-7

8-4-5. General enforcement authority.

(1) Officer. An officer as defined in this Chapter has the authority to abate and to gain compliance with the provisions of this Chapter upon finding that a violation of this Chapter exists. An officer may commence administrative investigation procedures, assist with ~~or~~ criminal investigation procedures at the request of the police department, commence administrative enforcement procedures, issue notices of violation and notices of compliance, issue civil citations for violations of this Chapter, inspect public and private property, and abate nuisances upon public and private property

(2) Police Department. A Tooele City peace officer has the same authority as an officer, and is further authorized to commence criminal investigation and enforcement procedures, including criminal citation and arrest.

(3) Discretion. The City has the sole discretion in commencing or pursuing abatement and enforcement, and to otherwise gain compliance with this Chapter. Nothing shall require an officer or a peace officer to commence or pursue an abatement or enforcement, or other action to gain compliance with this Chapter. The City recognizes the principle of prosecutorial discretion in the context of this Chapter.

(4) Inspection. Any officer or peace officer has authority to enter upon property and premises to perform inspections, examinations, and surveys as may be necessary to gain compliance with this Chapter, including the taking of photographs, samples, or other physical evidence. All inspections, examinations, and surveys requiring entry onto private property or premises shall be accompanied by a warrant, be done in a reasonable manner, and be based upon probable cause. However, no warrant shall be required where a responsible person's or property owner's consent, as applicable, is voluntarily given, or where the inspection, examination, or survey is conducted from a public right-of-way or from another property whose owner or occupant has given voluntary consent to enter. (Ord. 2023-25, 06-07-2023) (Ord. 2017-32, 11-15-2017) (Ord. 2014-13, 10-15-2014) (Ord. 2004-22, 12-15-2004) (Ord. 1994-52, 10-25-1994)

8-4-6. Criminal penalties.

(1) In addition to other penalties provided in this Chapter, the following shall be a class B misdemeanor criminal offense:

- (a) any violation of this Chapter;
- (b) any violation of a code enforcement order;

and,

(c) any failure to remedy a violation described in a notice of violation.

(2) An individual person convicted of a criminal

offense shall be sentenced to pay a fine up to \$1000. An association convicted of a criminal offense shall be sentenced to pay a fine up to \$5,000.

(3) Restitution. In addition to any fines imposed, any individual or association convicted of a criminal offense shall pay to the City restitution for all expenses incurred by the City to abate the nuisance or to correct the violation for which the individual or association was charged.

(4) Each and every day that a violation of this Chapter continues after being charged, by criminal citation or Information, shall constitute a separate criminal offense. Penalties for separate criminal offenses may be imposed consecutively.

(5) A criminal prosecution brought under this Chapter is not an exclusive remedy and shall not preclude the City from commencing and pursuing an administrative or civil proceeding to abate a nuisance or to correct a violation of this Chapter.

(Ord. 2023-25, 06-07-2023) (Ord. 2014-13, 10-15-2014) (Ord. 2004-22, 12-15-2004) (Ord. 1994-52, 10-25-1994)

8-4-7. Civil Penalties.

(1) In addition to other penalties and procedures provided in this Chapter, a violation of this Chapter is a civil infraction.

(2) A violation of this Chapter committed by an individual shall be punishable as follows:

- (a) first violation: written warning;
- (b) second violation: \$50 fine;
- (c) third violation: \$200 fine;
- (d) fourth and subsequent violations: \$500 fine.

(3) A violation of this Chapter committed by a business entity shall be punishable as follows:

- (a) first violation: written warning;
- (b) second violation: \$100 fine;
- (c) third violation: \$500 fine;
- (d) fourth and subsequent violations: \$1,000 fine.

(4) Compliance period. An individual or a business entity served with a civil citation shall have the following time periods within which to eliminate the violation:

- (a) 30 days for junked, wrecked, inoperable, and abandoned motor vehicles;
- (b) 7 days for weeds and grass in excess of 6 inches in height;
- (c) 7 days for graffiti;
- (d) 7 days for accumulated garbage and refuse;
- (e) 7 days for other nuisances or deleterious conditions that may give rise to a threat to human health or safety.

(5) Form. Civil citations for violations of this Chapter shall be on a form approved by the Chief of Police or other department head responsible for nuisance abatement, and the City Attorney.

(6) Service.

(a) Civil citations for violations of this Chapter shall be served by one or more of the following methods:

(i) regular mail, first-class postage prepaid, to both:

(A) the last known address of an owner of the property upon which the violation exists, as found in the records of the Tooele County Recorder; and,

(B) the address of the property upon which the violation exists; or,

(ii) certified U.S. mail, return receipt requested, to the last known address of an owner of the property upon which the violation exists, as found in the records of the Tooele County Recorder; or,

(iii) personal delivery to an owner of the property upon which the violation exists; or,

(iv) affixing the citation in a conspicuous place upon the property upon which the violation exists.

(b) Service by regular mail shall be deemed made on the third day after the date of mailing.

(6) Appeals. Appeals of civil citations issued pursuant to this Section shall be to the Administrative Hearing Officer under Chapter 1-28, and filed within 10 calendar days of service of a civil citation.

(7) Collection. The City may use all available legal remedies for collection of unpaid fines imposed under this Section.

(8) Nuisance abatement. A violation of this Chapter continuing after issuance of a civil citation and after expiration of the compliance period may be abated under other provisions of this Chapter.

(Ord. 2023-25, 06-07-2023) (Ord. 2014-13, 10-15-2014) (Ord. 2013-07, 04-18-2013) (Ord. 2006-08, 03-01-2006) (Ord. 2006-02, 01-04-2006) (Ord. 2004-22, 12-15-2004)

TOOELE CITY CORPORATION

RESOLUTION 2023-24

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING THE FORM OF A LEASE AGREEMENT WITH HOOT OWL LEASING LLC FOR A CELL TOWER SITE.

WHEREAS, Hoot Owl Leasing LLC desires to locate a wireless telecommunications tower on a 30' x 30' pad (900 square-feet) within Tooele City's former sewer plant property in a location and manner to which the City Administration has no objection (see illustration attached as Exhibit A); and,

WHEREAS, Hoot Owl proposes to lease the pad for \$750 per month (\$9,000 per year) for up to 30 years, with a 2% rent increase every two years (see the form lease agreements attached as Exhibit B);

WHEREAS, pursuant to Tooele City Code Chapter 7-27, wireless telecommunications service providers are encouraged to locate their towers on public property; and,

WHEREAS, the City Administration believes that the tower will not significantly alter the appearance or detract from the general aesthetics of the area or of Tooele City; and,

WHEREAS, the City Council finds that increased wireless communications capacity in Tooele City is in the best interest of Tooele City and its residents and businesses:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the form of lease agreement documents (Exhibit B) is hereby approved, and that the Mayor is hereby authorized to sign, on behalf of Tooele City Corporation, the final lease agreement documents, to lease to Hoot Owl Leasing LLC a 900 square-foot parcel of Tooele City property (reference Exhibit A), plus access and utility easements, where Hoot Owl will construct a wireless telecommunications tower, antennae, base, fence, and attendant facilities.

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: _____

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

Cell Tower Site Illustration



FUTURE TOOPPLE BOULEVARD (84' ROW)

R=150'

30' x 30'
Enclosure

Exhibit B

Lease Agreement Documents

LEASE AGREEMENT

THIS LEASE AGREEMENT (“*Lease*”) is made as of the Effective Date by and between Landlord (as identified in Section 1.2) and **Hoot Owl Leasing, LLC**, a Utah limited liability company (“*Tenant*”).

WHEREAS, Landlord owns certain real property located in the County of Tooele, in the State of Utah, that is more particularly described or depicted in the attached **Exhibit 1** (the “*Property*”); and

WHEREAS, Tenant desires to obtain the right to lease from Landlord (i) a certain portion of the Property of approximately 900 square feet (the “*Tower Compound*”) for wireless communications and related purposes and (ii) an appurtenant, non-exclusive leasehold easement (the “*Access and Utility Easement*”) over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement being more particularly described on **Exhibit 2**, depicted on the survey attached as **Exhibit 3**, and collectively referred to hereinafter as the “*Premises*”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. **BUSINESS TERMS AND INFORMATION.** For purposes of this Lease, in addition to the defined terms elsewhere in this Lease, including the recitals above, the following capitalized terms or information have the meanings set forth in this Section 1:

1.1 **Tenant’s Notice Address:** Hoot Owl Leasing, LLC
Attn: Managing Member
30 South Tooele Boulevard
Tooele, UT 84074

with a copy to: Hoot Owl Leasing, LLC
Attn: Registered Agent
30 South Tooele Boulevard
Tooele, UT 84074

1.2 **Landlord:** Tooele City Corporation, a municipal corporation.

1.3 **Landlord’s Notice Address:** Tooele City Corporation
Attn: Mayor
90 North Main Street
Tooele, UT 84074

with a copy to: Tooele City Corporation
Attn: City Attorney
90 North Main Street
Tooele, UT 84074

1.4 **Communications Facility:** The radio and communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, buildings, optional backup generators and any other ancillary equipment related thereto.

1.5 **Testing Period:** That certain period of time, consisting of the Initial Testing Period and any effective Testing Period Renewal Term, that occurs immediately prior to the commencement of the leasehold and

during which Tenant may investigate the feasibility of constructing and operating a wireless telecommunications facility on the Premises as further provided in Section 2.

1.6 **Initial Testing Period:** A period of one year, commencing on the Effective Date.

1.7 **Testing Period Renewal Term:** A period of one year, commencing on the day after the expiration of the Initial Testing Period (as further provided in Section 2.3).

1.8 **Term:** The term of the leasehold granted by Landlord to Tenant pursuant to this Lease, which consists of the Initial Term and any effective Renewal Term.

1.9 **Commencement Date:** The first day of the possessory leasehold under this Lease, which is the date that Tenant begins visible construction at the Premises (inclusive of site preparation) consistent with the terms of this Lease.

1.10 **Initial Term:** The term commencing on the Commencement Date and continuing through the last day of the 120th full calendar month after the Rent Accrual Commencement Date.

1.11 **Renewal Term:** As provided in Section 3, each of the 4 successive periods of 5 years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

1.12 **Rent Accrual Commencement Date:** Provided the Commencement Date occurs between the 1st and the 15th day of a calendar month, then the Rent Accrual Commencement Date is retroactive to the first day of the calendar month in which the Commencement Date occurs; and otherwise, the Rent Accrual Commencement Date is the first day of the calendar month immediately following the Commencement Date.

1.13 **Rent:** The annual amount of \$9,000.00, payable in equal monthly payments of \$750.00. Rent will escalate 2% every two years, beginning on the 2nd anniversary of the commencement date of this lease.

1.14 **Additional Rent:** The amount of compensation payable in addition to Rent for antennae collocations occurring after the Commencement Date, equal to 10% of the gross revenue from those collocations.

2. RIGHT TO LEASE / TESTING PERIOD.

2.1 Landlord grants to Tenant the right to lease the Tower Compound and the Access and Utility Easement, which easement is to install and maintain utility services to and serving the Tower Compound and vehicular and pedestrian access from a public right-of-way serving the Property to the Tower Compound.

2.2 During the Testing Period, Tenant and its agents, employees, engineers, surveyors and other representatives have the right to enter upon the Property: (i) to inspect and examine the Premises; (ii) to conduct and perform soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises and the Property (collectively, the "**Tests**"), subject to Utah blue stakes laws; (iii) to apply for and obtain licenses, permits, approvals, or other relief required or deemed necessary or appropriate for Tenant's use of the Premises including, applications for zoning variances, zoning ordinances, amendments, conditional use permits, and building permits (collectively, the "**Government**

Approvals"); (iv) to initiate, order and/or schedule utilities; and (v) otherwise to do those things on or off the Premises that, in the discretion, opinion or judgment of Tenant, are necessary or desirable to determine the physical condition of the Premises, the environmental history of the Premises, Landlord's title to the Property and the feasibility or suitability of the Premises for Tenant's use of the Premises for a Communications Facility, all at Tenant's sole expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, regardless of whether such defect or condition is disclosed by Tenant's inspection. A pre-existing defect or condition is one that exists both (i) prior to the Effective Date, and (2) independent of Tenant's activities on the Property. At the conclusion of the Testing Period, to the extent Tenant may alter or damage the Property as a result of its activities on the Property during the Testing Period, Tenant will restore the Property to its condition as it existed at the Effective Date, reasonable wear and tear and casualty not caused by Tenant excepted. Subject to the foregoing, Tenant shall indemnify, defend

and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of or as a result of Tenant conducting the Tests and its entry onto the Property during the Testing Period.

2.3 Tenant may extend the Testing Period for the Testing Period Renewal Term upon written notification to Landlord given prior to the expiration of the Initial Testing Period.

2.4 During the Testing Period, Tenant may commence the Initial Term by obtaining a building permit for and commencing visible construction of the Communications Facility at the Premises. Tenant shall notify Landlord in writing of the commencement of the Initial Term within 15 days of the Commencement Date. Immediately upon Tenant commencing visible construction as aforesaid, without further act or deed, the Testing Period will terminate, the Initial Term commences and Landlord leases the Premises to Tenant subject to the terms and conditions of this Lease. If Tenant does not obtain a building permit and commence visible construction of the Communications Facility at the Premises prior to the expiration of the Testing Period, this Lease will terminate and the parties will have no further liability to each other except for the indemnity and restoration obligations imposed by Tenant under Section 2.1.

2.5 During the Testing Period, Tenant reserves the right (i) to revise the legal description of the Tower Compound and the Access and Utility Easement to conform the same to a survey of the Premises to be procured by Tenant from a licensed surveyor and attach such revised legal description as Exhibit 2 to this Lease and (ii) to procure a survey of the Premises by a licensed surveyor if a survey or depiction of the Premises is not, at the execution of this Lease, attached as Exhibit 3. Upon completion of such survey and revision of the aforesaid legal descriptions based thereupon, (i) the revised legal descriptions of the Tower Compound and the Access and Utility Easement will be attached to this Lease as Exhibit 2 and made a part hereof (superseding any prior Exhibit 2), the survey will be attached to this Lease as Exhibit 3 and made a part hereof (superseding any prior Exhibit 3), and Tenant shall promptly provide to Landlord notice of and copies of the revised legal descriptions of the Tower Compound and the Access and Utility Easement and of the survey.

3. **TERM.** The term of the leasehold granted by Landlord to Tenant hereunder commences on the Commencement Date, which Tenant shall confirm in writing to Landlord as provided in Section 2.4, and continues through the Term. Tenant shall have the option to extend the term of this Lease for each of the Renewal Terms. Each Renewal Term will commence automatically,

without further act or deed, unless Tenant delivers written notice to Landlord of Tenant's intent not to renew the Term for the next available Renewal Term, such notice to be delivered not less than 30 days prior to the end of the then-current term (*i.e.*, the Initial Term or the then-effective Renewal Term).

4. **RENT AND ADDITIONAL RENT.**

4.1 Rent. Tenant shall pay Rent to Landlord accruing and beginning as of the Rent Commencement Date. The Rent is payable in advance, on or before the 5th day of each calendar month. Payments will be made via electronic funds transfer directly to Landlord's bank account unless otherwise directed by Landlord. Rent will be equitably prorated for any partial calendar month. Notwithstanding the foregoing, Tenant will tender to Landlord the initial Rent payment within 30 days after the Commencement Date.

4.2 Additional Rent. In addition to Rent, Tenant shall pay Additional Rent to Landlord in the amount of 10% of gross revenues derived from the collocation of additional antennae on the Communications Facility at any time after the Commencement Date. The Additional Rent is payable following Landlord's receipt of collocation revenues. Payments will be made via electronic funds transfer directly to Landlord's bank account unless otherwise directed by Landlord.

4.3 Documentation. Rent and Additional Rent amounts shall be segregated by rent type on Tenant's payment documentation.

5. **TAXES AND CHARGES.**

5.1 Tenant shall pay any personal property taxes assessed on, or any portion of such taxes directly attributable to, the Communications Facility. Landlord shall pay prior to delinquency all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall reimburse Landlord for any increase in real property taxes levied against the Premises which are directly attributable to the presence or operation of the Communications Facility on the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if and only if Landlord furnishes proof of such increase to Tenant within 2 months of Landlord's first notice of such increase. If Landlord fails to pay prior to delinquency any taxes which are a lien against the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes and any interest and penalties thereof paid by Tenant on Landlord's behalf from future installments of Rent.

5.2 Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payment required of it under this Lease required to assure that Tenant is not disturbed in its possession of the Tower Compound, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing 10 days' prior written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. Landlord shall pay or reimburse Tenant for the full amount of any costs or expenses so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) with interest at the statutory rate thereon, or at Tenant's election, may be offset against the Rent.

6. USE.

6.1 During the Term, Tenant may use the Premises for the erection, operation and maintenance of a Communications Facility (the "*Permitted Use*"). Tenant may make improvements, alterations and modifications to the Premises as are deemed appropriate by Tenant consistent with the Permitted Use, including the right to clear the Premises of any vegetation, undergrowth or other obstructions which, in Tenant's sole opinion, interferes with the Permitted Use. Tenant shall have the exclusive right to install upon the Tower Compound communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary or desirable in Tenant's sole judgment, but subject to compliance with all applicable laws, statutes, rules and regulations of any jurisdictions and to the Communications Facility standards and specifications approved by the Parties and attached to this Agreement.

6.2 During the Term, Landlord further grants Tenant (i) the right on the Property to clear undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which in either case may interfere with or fall upon the Communications Facility or the Premises; (ii) a non-exclusive easement in, over, across and through the Property and other adjoining real property owned by Landlord as reasonably required for the construction, installation, maintenance, and operation of the Communications Facility and the access thereto.

6.3 Landlord acknowledges that Tenant is in the business of subleasing all or portions of the Tower Compound and the Communications Facility to its tenants, licensees or customers pursuant to separately negotiated subleases or licenses entered into between Tenant and such tenant, licensee or customer. Tenant may enter into any

sublease or license without the consent of Landlord, provided that, notwithstanding the terms of that certain sublease or license, Tenant shall remain liable for all of the terms and conditions of this Lease and Tenant shall fulfill each covenant contained herein. Tenant shall remain liable for and hereby indemnifies and shall protect and defend Landlord from and against all costs, damages or liability (including reasonable attorneys' fees) resulting from any act or omission of such subtenant or licensee to the extent such act or omission is permitted by Tenant but is contrary to or inconsistent with the terms of this Lease.

6.4 Tenant and its customers, lessees, licensees, employees, agents, invitees, contractors, successors and assigns shall have access to the Premises 7 days a week, 24 hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the Communications Facility or portions thereof, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission or other governmental agency changes, amends or modifies its regulations and requirements, issues new regulations or requirements, or otherwise takes any action, the result of which reasonably inhibits Tenant's use of the Premises or any portion of the Communications Facility for the Permitted Use, or if technological changes render the Permitted Use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for the Permitted Use, Tenant shall have the right to terminate this Lease upon written notice to Landlord and effective on the earlier of the date set forth in the notice of termination or 30 days after the date of deemed receipt of such notice by Landlord.

6.5 Landlord hereby authorizes Tenant and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, zoning variances, conditional use permits, administrative permits, operation permits and/or building permits consistent with the Permitted Use. At no additional cost to Tenant, Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities and agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals and other permits required to use and maintain the Premises and the Communications Facility. Landlord shall not do or permit anything that will interfere with or negate any conditional use permit or approval pertaining to the Premises or cause any portion of

the Communications Facility located on the Premises to be in nonconformance with applicable local, state, or federal laws.

6.6 It is intended that the legal description of the Premises accurately reflect an "as-built" survey of the location of the Tower Compound, the communications tower located thereon, and the Access and Utility Easement. Accordingly the parties agree that, if any part of such tower, buildings, roadways, utilities, guy wires or anchors related to the Communications Facility located on the Premises is located beyond the legal description of the Premises, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease to the extent that such improvements are located on real property owned by Landlord, and Exhibit 2 and Exhibit 3 to this Lease shall be modified to reflect the "as-built" locations of the Tower Compound and the Access and Utility Easement. Tenant shall seek Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, prior to causing any portions of the Communications Facility or Tower Compound to leave the defined Premises.

7. ACCESS AND UTILITIES. During the Term, Landlord for itself, its successors and assigns, hereby leases to Tenant, its customers, lessees, licensees, employees, agents, invitees, contractors, successors and assigns, as an appurtenance to the Tower Compound, the Access and Utility Easement for ingress and egress for the benefit of and access to the Tower Compound as well as for the construction, installation, operation and maintenance of overhead and underground electric, gas and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities, over, across and through the Access and Utility Easement for the benefit of and access to the Tower Compound, subject to the terms and conditions herein set forth. The rights granted to Tenant herein include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the Access and Utility Easement for the Permitted Use.

8. EQUIPMENT, FIXTURES AND SIGNS.

8.1 All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its customers, tenants and licensees. Tenant and its customers, tenants and licensees shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal

property as Tenant may deem necessary or appropriate, provided they comply with the generally-applicable enacted regulations of Landlord, and such property shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, tenants and licensees. At any time during the Term and within a reasonable time after the expiration or earlier termination of the Term, Tenant and its customers, tenants and licensees shall remove their equipment, structures, fixtures, signs, and personal property from the Premises as set forth below.

8.2 **Removal; Abandonment.** Within one hundred twenty (120) days of the expiration or earlier termination of this Lease for any reason, Tenant, at its sole cost and expense, shall remove from the Premises all of the improvements constituting the Communications Facility, including, without limitation to the generality of the foregoing, all equipment, personal property, antennas and other improvements (provided that Tenant shall not be required to remove any equipment platforms, slabs, concrete pads, foundations, below-grade improvements, underground utilities, or related infrastructure or replace any trees, shrubs or other vegetation) and shall repair any damage to the Premises caused by the removal of the Communications Facility, equipment, personal property, antenna facilities and ground facilities, normal wear and tear excepted. Any such personal property not removed from the Premises within one hundred and twenty (120) days after the expiration or earlier termination hereof shall be conclusively deemed to have been abandoned, and Landlord may remove and dispose of such personal property as Landlord deems fit without incurring any liability whatsoever therefor to Tenant, and Tenant shall reimburse Landlord for all such actual and reasonable third-party expenses and costs, as additional Rent hereunder, that Landlord incurs on account of such removal and disposal within thirty (30) days of receipt of an itemized invoice from Landlord therefor. If Tenant fails to remove those portions of the Communications Facility required to be removed pursuant to this Section 8, within one hundred twenty (120) days after the expiration or earlier termination of this Lease, Landlord may send to the Tenant a notice requesting such removal. If Tenant fails to comply with such notice within thirty (30) days of receipt thereof, all structures, buildings, facilities and equipment remaining at the Premises shall be conclusively deemed to have been abandoned and Landlord may dispose of or remove from the Premises such structures, buildings, and equipment as Landlord deems fit without incurring any liability whatsoever therefor to Tenant, and Tenant shall reimburse Landlord for all such actual third party expenses and costs, as additional Rent hereunder that Landlord incurs on account of such removal and disposal within thirty (30) days of receipt of an itemized invoice from

Landlord therefor, along with reasonable documentation of the cost incurred by Landlord.

9. **ASSIGNMENT.** Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder thereafter accruing. Landlord may assign this Lease, in whole or in part, to any person or entity (i) who or which acquires fee title to the Premises, and/or (ii) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion.

10. **COVENANTS, WARRANTIES AND REPRESENTATIONS.** Landlord covenants, warrants and represents the following:

10.1 Landlord is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution of this Lease; that it alone has full right to let the Premises for the Term set out herein; and that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term.

10.2 Landlord has complied with, and will continue to comply with, all environmental, health, and safety laws with respect to the Premises other than those which arise out of Tenant's use of the Tower Compound for a Communications Facility (which compliance obligation is to be borne by Tenant), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, at the commencement of the Term, Landlord and the Premises are in compliance with all environmental, health, and safety laws; no asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises; and to the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises.

10.3 All utilities in place upon the commencement of the Term and serving the Property enter through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements. All utilities are installed and operating and all installation and connection charges have been paid in full.

10.4 Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads or to utility services serving the Premises.

10.5 The Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the Property, and access to the Property is provided by paved public right-of-way.

10.6 With respect to the Premises, except as disclosed by Landlord in writing to Tenant prior to the execution hereof, (i) there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Tower Compound; (ii) there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and (iii) there are no parties (other than Landlord) in possession of the Premises.

11. **HOLD OVER TENANCY.** Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the Term, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

12. **INDEMNITIES.** Each of Landlord and Tenant agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (each, an "**Indemnified Persons**"), from and against all claims and liabilities (including reasonable attorneys' fees and court costs) asserted by a third party against an Indemnified Person caused by or arising out of (i) such indemnifying party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such indemnifying party's negligent or willful acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

13. **WAIVERS.**

13.1 Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facility or any portion thereof or any equipment located upon the Premises, regardless of whether such Communications Facility or equipment is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect,

special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

13.2 EACH OF LANDLORD AND TENANT WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND WHICH IS SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS OF A PARTY UNDER THIS LEASE.

14. INSURANCE.

14.1 Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$2,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other Communications Facility locations of Tenant and its affiliates. Tenant shall maintain all insurance policies required of it to be maintained hereunder with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and which policies will include a provision for cancellation only upon 30 days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

14.2 Landlord shall carry, at no cost to Tenant, general liability insurance and property casualty insurance appropriate for Landlord's improvements on the Property and in such amounts to cause the replacement / restoration of the Property (excluding Tenant's improvements and personal property) in the event of casualty.

14.3 Landlord and Tenant release each other and their respective officers, directors and employees and agents from any claims for any injury to any person or any property damage caused by, or that result from, risks insured against under any property or casualty insurance policies carried by such insured party and in force at the time of any such injury or damage to the extent that such release and waiver does not invalidate any insurance policy held by such insured party. Landlord and Tenant shall exercise commercially reasonable efforts to cause each insurance policy it obtains to provide that the insurance carrier waives all right of recovery by way of subrogation against the other in connection with any injury or damage covered by any such property or casualty insurance policy.

15. **INTERFERENCE.** During the Term, Landlord, its successors and assigns will not grant any ground lease, license, easement or other rights with respect to the Property or any land adjacent to the Premises (i) for the Permitted Use; or (b) if such lease, license, easement or other right would detrimentally impact Tenant's Communications Facility or Tenant's use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Property or on any other property of Landlord and its controlled entities and affiliates adjacent or contiguous to or within a radius of 1/2 mile of the Property except for towers constructed by Tenant.

16. **LIMITED RIGHT OF FIRST REFUSAL.** Notwithstanding anything to the contrary contained herein, this section shall not apply to any fee simple sale of the Property by Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to accept an offer to (i) sell or convey any interest (including leaseholds or easements) in any real property of which the Tower Compound is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure or lands on which such wireless telecommunications infrastructure is located (any such person or entity, a "*Third Party Competitor*") or (ii) assign all or any portion of Landlord's interest in this Lease to a Third Party Competitor (any such offer, the "*Offer*"), Landlord shall serve a written notice upon Tenant stating that Landlord desires to accept such Offer and the exact terms of the Offer (including the nature of title being conveyed to the Third Party Competitor), and provide with such notice a copy of such Offer (the "*Transfer Notice*"). Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant shall provide Landlord with written notice of its election not later than 30 days after Tenant receives the Transfer Notice. The closing of the purchase and sale or conveyance of the Premises pursuant to the Offer shall occur at the time set forth in the Offer provided that Tenant shall not be required to close before the 15th day following the date of Tenant's acceptance of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease. Tenant's failure to give a timely acceptance or its rejection of the Offer is deemed a waiver of its right to exercise its right of first refusal to accept the

Offer, but will not constitute or be deemed a waiver of its right of first refusal with respect to any modification to the Offer or any future Offer that Landlord may receive. Landlord hereby acknowledges and agrees that this limited right of first refusal runs with and is appurtenant to the Property and that any sale or conveyance by Landlord in violation of this Section 16 is null and void and of no force and effect. To the extent that a statutory or common law rule against perpetuities applies to limit the term or period of duration of this limited right of first refusal, then the period or term of this limited right of first refusal commences upon the Effective Date and expires on earlier of (i) the expiration or earlier termination of this Lease and (ii) the day immediately before the day that but for this sentence, such limited right of first refusal would be rendered void or unenforceable due to a violation of a statutory or common law rules against perpetuities. To the extent that the Term is extended such that the limited right of first refusal described in this Section 16 would otherwise expire prior to the expiration or earlier termination of the Term as a result of the application of the immediately prior sentence, Tenant shall have the right to renew successively this limited right of first refusal upon the payment by Tenant to Landlord of the sum of \$10.00, at which time, this limited right of first refusal is renewed for an additional term commencing from the date of such payment to Landlord until the earlier of (i) the expiration or earlier termination of this Lease and (ii) the day immediately before the day that but for this sentence, such extended limited right of first refusal would be rendered void or unenforceable due to a violation of a statutory or common law rules against perpetuities.

17. **SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its Communications Facility located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facility, including the tower(s), building(s), guy anchors, and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its Communications Facility.

18. **FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease is to be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

19. **CONDEMNATION.** Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises or any portion thereof, Landlord and Tenant shall be entitled to separate awards

with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an equitable abatement or adjustment of Rent) due to a condemnation without the prior written consent of Tenant.

20. **DEFAULT.** Should Landlord or Tenant fail to perform any of its respective covenants or obligations imposed upon it or breach any of its respective representations or warranties under this Lease (a "**Non-Performing Party**"), then the other party shall give the Non-Performing Party written notice of such breach or failure, at which time the Non-Performing Party shall be in default under this Lease; provided, however, to the extent such default is susceptible of being cured or remedied, the Non-Performing Party shall have the Cure Period to remedy such breach or failure prior to the Non-Performing Party being in default under this Lease. For purposes hereof, the "**Cure Period**" is a period 30 days, measured from the date of the Non-Performing Party's receipt of such notice of breach or failure; provided, if such breach or failure cannot reasonably be cured within such 30-day period and the Non-Performing Party proceeds promptly after the receipt of such notice of such breach or failure to commence to remedy same and pursue curing such breach or failure with due diligence, Cure Period is extended for such period of time as may be necessary to complete such curing, not to exceed 60 days from the Non-Performing Party's receipt of such written notice of such breach or failure or such longer period of time as agreed by the other party. Upon a default by the Non-Performing Party that is not susceptible of being cured or if it is susceptible of being cured, that is not cured within the Cure Period will give rise to the other party being able to assert against the Non-Performing Party any remedies available at law or in equity, including the right to terminate this Lease, subject to Section 13.2. Notwithstanding the foregoing, should a Non-Performing Party fail to perform any of its obligations imposed upon it under this Lease and irreparable and immediate harm may befall the other party as a result of such failure, the other party may pursue injunctive relief immediately without the passage of the Cure Period.

21. **ATTORNEY'S FEES.** If any legal proceeding between Landlord and Tenant arise from, out of or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such

action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and be taxed to the unsuccessful party as a part of such judgment.

22. SUBORDINATION AND TENANT'S LENDER.

22.1 This Lease is subordinate to all deeds of trust, mortgages and ground leases now or hereafter encumbering the Premises or Landlord's interest therein (collectively, "**Encumbrances**" and each, an "**Encumbrance**") provided Landlord, its lenders and other tenants (i) are bound by the terms of the Lease; (ii) agree not to disturb or disrespect Tenant's use or possession of the Premises or Tenant's other rights granted under this Lease in the event of a foreclosure of such Encumbrance so long as Tenant is not in default hereunder beyond any applicable cure period; and (iii) agree not to join Tenant as party defendant in any such foreclosure proceeding taken by it unless otherwise required by applicable law. With regard to any Encumbrance, Landlord covenants and agrees that, upon the request of Tenant, it shall use its best efforts to cause the beneficial holder of such Encumbrance to execute a customary subordination, non-disturbance and attornment agreement with regard to this Lease. In addition, each of Landlord and Tenant will, within 10 days after the request of the other party, execute and deliver to the other party, an estoppel letter as to such factual matters relating to the Lease as are reasonably requested by such other party, its lender or prospective successor-in-interest.

22.2 Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in the Lease and all of Tenant's personal property and fixtures attached to the Premises, and furthermore consents to the exercise by Tenant's lender ("**Tenant's Lender**") of its rights of foreclosure with respect to its lien and security interest in Tenant's interest therein. Landlord agrees to recognize Tenant's Lender as the tenant under this Lease upon any such exercise by Tenant's Lender of its rights of foreclosure. Landlord hereby (i) agrees that any lien or security interest in favor of Landlord which arises by law or pursuant to the Lease is subordinate to the lien and security interest of Tenant's Lender in the collateral securing all indebtedness at any time owed by Tenant to Tenant's Lender (the "**Collateral**"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and Tenant's Lender or the Lease, Tenant's Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by Landlord of any rights which it may have therein, including entry upon the Premises and removal of the Collateral free and clear of Landlord's lien and security interest.

22.3 To the extent that Tenant or Tenant's Lender has given notice to Landlord of Tenant's Lender's security interest in the Lease and other Collateral and an address to which Landlord is to provide notices to Tenant's Lender, (i) Landlord agrees to give Tenant's Lender written notice of any breach, failure or default of the terms of the Lease within 15 days after the occurrence thereof, at such address as is specified to Landlord by Tenant's Lender; (ii) Landlord agrees that no default under the Lease is deemed to have occurred unless notice of such breach, failure or default is also given to Tenant's Lender and any applicable cure period has passed; and (iii) in the event of any such breach, failure or default under the terms of the Lease, Tenant's Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional 90 days after any applicable cure period to cure or correct any such breach, failure or default (whether the same shall consist of the failure to pay rent or the failure to perform), and Landlord agrees to accept such payment or performance on the part of Tenant's Lender as though the same had been made or performed by Tenant. Landlord agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Tenant's Lender the foregoing notice and periods to cure any default or breach under the Lease. In the case of termination of this Lease for any reason or if this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, (i) Landlord shall give prompt notice thereof to Tenant's Lender consistent with this Section 22.3; and (ii) on written request of Tenant's Lender made any time within 30 days after the giving of such notice by Landlord, Landlord shall promptly execute and deliver a new lease of the Premises to Tenant's Lender or its designee or nominee for the remainder of the Term (as if this Lease were not terminated, rejected or disaffirmed) upon all the covenants, conditions, limitations and agreements contained herein (including options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Tenant's Lender (A) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Lease up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Lease and the preparation of the new lease, and (B) shall cure all defaults existing under this Lease which are susceptible to being cured by Tenant's Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Tenant's Lender shall have otherwise complied with the provisions of this Section 22.3, Tenant's Lender shall have no obligation to

cure any defaults which are not susceptible to being cured by such Lender (for example, the bankruptcy of Tenant). For so long as Tenant's Lender shall have the right to enter into a new lease with Landlord pursuant to this Section 22.3, Landlord shall not enter into a new lease of the Premises with any person or entity other than Tenant's Lender without the prior written consent of Tenant's Lender.

22.4 The provisions of Section 22.3 shall survive the termination, rejection or disaffirmance of this Lease and will continue in full force and effect thereafter to the same extent as if Section 22.3 was a separate and independent contract made among Landlord, Tenant and Tenant's Lender and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease, Tenant's Lender may use and enjoy the leasehold estate created by this Lease without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Tenant's Lender is deemed a separate agreement between Landlord and Tenant's Lender, separate and apart from this Lease as well as a part of this Lease and is unaffected by the rejection of this Lease in any bankruptcy proceeding by any party.

22.5 Upon the execution and delivery of a new lease under Section 22.3, all subleases which theretofore have been assigned to, or made by, Landlord with respect to the Communications Facility shall be assigned and transferred, without recourse, by Landlord to the tenant named in such new lease or a third-party manager capable of administering such subleases. Between the date of termination of this Lease and the date of execution of the new lease, if a Tenant Lender shall have requested a new lease as provided in Section 22.3, Landlord shall not cancel any subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the consent of Tenant's Lender.

22.6 If Landlord has been given notice of Tenant's Lender as provided in Section 22.3, (i) this Lease shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Lease by Tenant, without the prior written consent of Tenant's Lender and (ii) Landlord shall not have the right to terminate this Lease in the event of a casualty or condemnation without the prior written consent of Tenant's Lender.

22.7 The provisions of this Section 22 are for the benefit of Tenant's Lender and may be relied upon and shall be enforceable by Tenant's Lender as if Tenant's Lender were a party to this Lease. Notwithstanding the foregoing, Landlord acknowledges that nothing contained

herein is deemed or to be construed to obligate Tenant's Lender to take any action hereunder or to perform or discharge any obligation, duty or liability of Tenant under this Lease.

23. **NOTICES.** All notices under this Lease shall be in writing either personally delivered (with receipt for delivery); mailed via United States certified mail, return receipt requested; or transmitted by overnight courier for next business day delivery to the notice addresses of Landlord and Tenant set forth in Section 1. Notices will be deemed to have been given upon either receipt or rejection. The parties each reserve the right to modify or change their notice addresses set forth in Section 1 by providing notice to the other party as otherwise provided in this section, with such new notice address being effective 15 days after receipt by the other party.

24. **MISCELLANEOUS.**

24.1 Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.

24.2 If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

24.3 All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

24.4 Failure of party to insist on strict performance of any of the conditions or provisions of this Lease or failure to exercise any of a party's rights hereunder, shall not waive such rights.

24.5 This Lease is to be governed by and construed in accordance with the laws of the state in which the Premises are located.

24.6 This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Premises or the subject matter hereof. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

24.7 This Lease is an appurtenance of and runs with the land and is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

24.8 A short-form memorandum of this Lease substantially in the form as depicted in Exhibit 4 attached hereto may be recorded at Landlord or Tenant's option and at the expense of the requesting party.

24.9 This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any counterpart delivered by facsimile, pdf, commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed counterparts and shall be valid, enforceable and binding for the purposes of this Lease

24.10 The pronouns of any gender shall include the other gender, and either the singular or the plural shall include the other, as the context requires. "Include" and "including" and their derivatives are to be construed as illustrative but not limiting. References in this Lease to sections refer to those sections of this Lease unless the context expressly requires otherwise. Headings of

sections are for convenience only and are not be considered in construing the meaning of the contents of such sections.

24.11 **WAIVER OF TRIAL BY JURY.** It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, law, rule, regulation or otherwise.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

LANDLORD:

Tooele City Corporation, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

Hoot Owl Leasing, LLC, a Utah limited liability company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

Description of Parent Tract

EXHIBIT 2

The Premises is described as follows, subject to replacement by a surveyed legal description when available:

I. Tower Compound Legal Description:

II. Access and Utility Easement Legal Description:

EXHIBIT 3

Survey (depicting Tower Compound and Access and Utility Easement(s))

[attach survey, when completed]

EXHIBIT 4

MEMORANDUM OF LEASE

[TO BE CONFORMED TO PROVISIONS OF LEASE WHEN FULLY NEGOTIATED]
[FORM ONLY – DO NOT EXECUTE]

Prepared by and return to:
Hoot Owl Leasing, LLC
30 South Tooele Boulevard
Tooele, UT 84074

MEMORANDUM OF LEASE

This Memorandum of Lease evidences a Lease ("**Lease**") dated as of _____ between _____ ("**Landlord**"), whose address is _____ and **Hoot Owl Leasing, LLC**, a Utah limited liability company, whose mailing address is 30 South Tooele Boulevard, Tooele, Utah 84074 ("**Tenant**"), with regard to that certain real property (the "**Premises**") as described on Exhibit 1 attached hereto, which Premises are located upon a tract of real property owned by Landlord and more particularly described on Exhibit 2 attached hereto (the "**Property**"). The leasehold of the Premises commences on the date Tenant begins visible construction at the Premises (the "**Commencement Date**"), which Commencement Date is to be confirmed in writing from Tenant to Landlord, but shall occur no later than 2 years after the date of the Lease.

Landlord ratifies, restates and confirms the Lease and hereby leases to Tenant (i) that certain portion of the Property (the "**Tower Compound**") for communications and related purposes as more particularly described in the Lease and (ii) an appurtenant, non-exclusive leasehold easement (the "**Access and Utility Easement**") over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement being more particularly described on Exhibit 1.

The Lease provides for the lease by Landlord to Tenant of the Premises for [an initial] term of 10 years, commencing on the Commencement Date, with 4 renewal options of an additional 5 years each, for a maximum term (including renewal terms) of 30 years. The Lease further provides for the following:

1. Landlord will attorn to any lender of Tenant and will subordinate any Landlord's lien upon the Premises or property located thereon, to the liens of Tenant's lender.

2. The Lease restricts Landlord's ability to utilize or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities.

3. The Access and Utility Easement is a non-exclusive grant of an easement from Landlord to Tenant between a public right of way abutting the Property, for the purpose of ingress and egress for the benefit of, and access to,

the Tower Compound, as well as for the construction, installation, operation and maintenance of overhead and underground electric, gas and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities.

4. The Tower Compound may be used by Tenant for all legal purposes, including erecting, installing, operating and maintaining radio and communications towers, buildings, and related equipment, and accessing the same from a public right-of-way.

5. Tenant is entitled, without the consent of Landlord, to sublease and/or sublicense the Premises, or portions thereof, including any communications tower located thereon.

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord.

7. This Memorandum of Lease does not restate the Lease, and in the event of any conflict between the terms of this Memorandum of Lease and the Lease, the terms of the Lease shall govern.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]*

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

LANDLORD:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for _____ County, _____, do hereby certify that Debra E. Winn personally appeared before me this day and acknowledged she, as Mayor of Tooele City Corporation, being duly authorized to do so, executed the foregoing instrument on behalf of such entity.

Witness my hand and official seal, this the ____ day of _____, 2023.

(Signature of Notary)

Notary Public

My commission expires: _____

TENANT:

Hoot Owl Leasing, LLC,
a Utah limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for _____ County, Utah, do hereby certify that _____ personally appeared before me this day and acknowledged he/she, as _____ of Hoot Owl Leasing, LLC, a Utah limited liability company, and that he/she as _____, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the ____ day of _____, 2023.

(Signature of Notary)

Notary Public

My commission expires: _____

EXHIBIT 1 TO MEMORANDUM OF LEASE

Description of the Premises

The Premises is described or depicted as follows and shall be replaced with a surveyed legal description when available:

Tower Compound Legal Description:

Access and Utility Easement Legal Description:

EXHIBIT 2 TO MEMORANDUM OF LEASE

Description of the Property

TOOELE CITY CORPORATION

RESOLUTION 2023-44

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH SKM FOR WATER SYSTEM PLC AND SCADA UPGRADES.

WHEREAS, the City owns and operates an extensive public drinking water system; and,

WHEREAS, the Public Works Director recommends that the water system be upgraded with Programmable Logic Controllers (PLC) and Supervisory Control and Data Acquisition (SCADA) controls to allow for the remote operation and sensing of key WATER system components; and,

WHEREAS, SKM currently serves as the City's consultant for the management and operation of the PLC and SCADA control system; and,

WHEREAS, SKM has submitted a cost proposal of \$210,322.80 for the water system PLC and SCADA upgrades (see Cost Proposal letter and Agreement attached as Exhibit A).

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves and ratifies a contract with SKM in the amount of \$210,322.80 for water system PLC and SCADA upgrades.

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

Agreement with Cost Proposal



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **SKM Engineering** of **533 W 2600 S Suite 25, Bountiful, UT 84010**, a company, (hereinafter “Contractor”) enter into this Agreement on the **12th day of June, 2023** (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
See attached SKM proposal for the Water SCADA System Upgrade

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **\$210,322.80** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **September 30, 2023.**
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers’ Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers’ Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased

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

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

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date



SAVE TIME • SAVE ENERGY • SAVE MONEY

533 W 2600 S, Suite 25, Bountiful, UT 84010
(801)677-0011 www.skmeng.com

*Tooele City
May 18, 2023*

Water SCADA System Upgrade Proposal

Revision 3

1. Scope Summary

This Scope of Work has been developed based upon site visits, radio path studies and discussions with City staff. The existing radios are obsolete, and we'd like to relocate radio equipment from City Hall to the Police Station. In addition, the majority of the PLC's and associated hardware are also obsolete. Very little documentation exists with the existing control panels. Our plan is to replace existing infrastructure with new while adding the necessary documentation at each site. This will require some additional effort at each site and possibly some rewiring of existing pump control panels. SKM will supply labor, materials, and items described under the scope of services below. The purpose of this revision is to get radio towers ready for new SCADA radios, and purchase PLC and radio equipment for remote sites. Once more budget is approved, we will begin cutting remote sites over from City Hall to Police Tower as well as engineering, fabricating, and programming backpanels and enclosures for PLC replacements at remote sites.

1.1.Exclusions and Exceptions

- We are assuming that the City's electrician will handle the installation of the equipment as well as associated conduit, wire, and terminations for the project. This will vary widely between each site.
- After path studies, pricing, and further discussion with the city, the high speed radio option has been abandoned. The city anticipates having fiber connectivity to each remote site within 5 years. For cost savings, we are no longer adding a tower at Well 14, or fortifying the tower at the police station.
- We want to abandon obsolete equipment at City Hall, use the Police Tower, the County Emergency Tower, and Grimm's Tower with SCADA radios for remote site connections. County Emergency and Grimm's will backhaul to the SCADA Server via cell.
- The Police Tower will consist of a 900MHz unlicensed radio, and a 900MHz licensed radio for connecting to the following remote sites:
 - Well 11 / Tank 4

- Park Well
 - England Acres
 - Well 5
 - PRV1, 2, 3, 4, 5, 6, & 8
- The County Emergency Tower will consist of a 900MHz unlicensed radio and a cell modem for connecting to the following remote sites:
 - Tank 3
 - Tank 7
 - Well 6
 - Well 7
 - Well 8
 - Well 9
 - Berra Well
 - Canyon Rim Booster
 - Skyline Booster
 - PRV7 & PRV9
- Grimm’s Repeater Tower will consist of a 900MHz unlicensed radio and a cell modem for connecting to the following remote sites:
 - Well 13
 - Kennecott Well B
 - Tank 5
 - Tank 6
- Well 9 and Settlement Canyon will connect/repeat through Tank 3 on unlicensed radio. Antenna and mast work will be required here that is not in the scope at this phase.
- Wells and boosters will have touch screens. Tanks and PRV’s will not.
- The SCADA Server will be virtually setup in the city-provided virtual environment at the Police Station. It will be already backed up and have standby power.
- We will provide a small panel for the Police Station network closet that will house network and radio equipment for a repeater location.
- We have included spare parts for the system.
- The proposal does not include sales tax.
- Internet Service and cell activations will be by the city.

2. Scope of Services

The Scope of Services has been divided into the following tasks (each task is further described below) (for this phase of the project):

1. Task 5 – County Tower
2. Task 6 – Police Tower

3. Task 7 – Grimm Hill Repeater
4. Task 15 – PRV's 1 thru 9
5. Task 16- Purchase Remote Site PLC Equipment
6. Task 17- Purchase Remote Site SCADA Radio Equipment

2.5 Task 5 – County Emergency Tower

The following equipment will be provided at the county emergency tower location:

- Provide and install a master M340 PLC for polling
- City to provide a cradlepoint

2.1.Task 6 – Police Tower

The following equipment will be provided at the police tower location:

- Provide a small panel assembly with associated power equipment for radios and UPS, and master PLC. Note: Master PLC is being provided under the already approved Maintenance shop relocation project.
- Install two 900 MHz Omni Antennas
- New Freewave Zumlink 900 MHz Radio and associated power supply and cabling
- New MDs SD9 900 MHz Licensed Radio and associated power supply and cabling

Our team will assist the City in the installation of the new panel and radios and associated antennas and cabling. We will perform radio aiming and optimization once installed.

2.2.Task 7 – Grimm Hill Repeater

The following equipment will be provided at the Grimm Hill Repeater location:

- New Freewave Zumlink 900 MHz Radio and associated power supply and cabling

Our team will install the radio. We will perform radio aiming and optimization once installed.

2.15 Task 15 – PRV's 1, 2, 3, 4, 5, 6, 7, 8, and 9

The existing PRV stations will have radios replaced and connected to the new radio network.

2.16 Task 16 – Remote Site PLC Equipment

Schneider M340 PLC equipment will be provided for the following sites (IO to match existing counts at each site):

- Wells 5, 7, 9, 11, 12, 13, 14
- Tanks 3, 5, 6, 7
- 700 S Booster, Skyline Booster, England Acres, Canyon Rim, Settlement Canyon
- 1 ea Spares

2.17 Task 17 – Remote Site SCADA Radio Equipment

SCADA Radio equipment (Radio, antenna, cabling) will be provided for the following sites:

- Wells 5, 6, 7, 9, 11, 12, 13, 14, Kennecott Well B
- Tanks 5, 6, 7
- 700 S Booster, Skyline Booster, England Acres, Canyon Rim, Settlement Canyon
- 1 ea Spares

Cost Proposal

This project will be performed on a time and materials basis not to exceed the costs shown herein. The cost breakdown is associated with the tasks described above and with the following rates:

1. Project Manager / Professional Engineer - \$175/Hour
2. Engineer - \$155/Hour
3. Controls Engineer - \$135/Hour
4. Designer - \$105/Hour
5. Clerical - \$65/Hour

Task	Cost
Task #5 County Tower	\$5,730.00
Task #6 Police Tower	\$12,720.00
Task #7 Grimm's Tower	\$7,290.00
Task #15 PRV's	\$32,045.00
Task #16 Remote Site PLC Equipment	\$110,056.80
Task #17 Remote Site Radio Equipment	\$42,481.00

Total	\$210,322.80
--------------	---------------------

Please see attached articles of terms and conditions.

TOOELE CITY CORPORATION

RESOLUTION 2023-45

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE REGARDING BULK SECONDARY WATER FEES.

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

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

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

WHEREAS, Tooele City owns and operates the Water Reclamation Facility, which treats sewage and wastewater to a tertiary treatment level pursuant to State of Utah Division of Water Quality permit; and,

WHEREAS, the City does not allow the use of bulk culinary water for dust control or other such uses, but does sell bulk secondary water for those uses; and,

WHEREAS, the City has installed a bulk secondary water metering and fill station to more accurately measure and control the purchase of bulk water; and,

WHEREAS, it is appropriate for the City to examine the City's bulk secondary water fee in light of these improvements and a calculation of treatment costs; and,

WHEREAS, taking into consideration the Water Reclamation Facility operating budget and the volume of treated wastewater produced, the Public Works Director recommends a bulk secondary water fee of \$4.50 per 1,000 gallons of secondary water:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to add a bulk secondary water fee of \$4.50 per 1,000 gallons of secondary water.

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, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2023-43

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING INSURANCE COVERAGE FOR INSURANCE PERIOD 2023-2024

WHEREAS, Tooele City employs a comprehensive risk management strategy, including safety and sensitivity training, repair or removal of damaged equipment, risk inventories, risk management and safety policies, and insurance, the purpose of which strategy is to avoid harm to persons and property and to decrease claims against the general funds of Tooele City; and,

WHEREAS, the City has been insured by the Utah Local Governments Trust (“Trust”) since August 1, 2018; and,

WHEREAS, the Trust charged a premium of \$182,175 for the 2018-2019 Insurance Period, \$183,280 for the 2019-2020 Insurance Period, \$201,182 for the 2020-2021 Insurance Period, \$222,755.92 for the 2021-2022 Insurance Period, and \$268,924 for the 2022-2023 Insurance Period; and,

WHEREAS, for the 2023-2024 Insurance Period, the Trust proposes to insure Tooele City for a total premium of \$290,862, comprised of \$185,880 for liability coverage, \$86,620 for property coverage, and \$18,362 for auto coverage (see Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the combined property, auto, and casualty insurance premium of the Utah Local Governments Trust is hereby approved, with a 2023-2024 insurance period package premium of \$290,862, and that the Mayor is hereby authorized to sign all documents necessary to implement the coverage.

This Resolution shall become effective immediately upon passage 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)

Debra E. Winn, Mayor

Debra E. Winn, Mayor

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Insurance Proposal: 2023-2024 Insurance Period

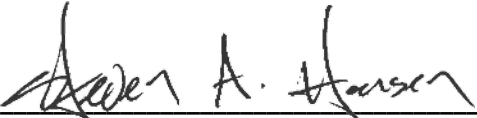


Insurance Coverage General Term Sheet

Coverage will be governed by the terms and conditions of your policies.

1. Insured: Tooele City
2. Coverage Type: Liability, Property, and Auto Physical Damage
3. Coverage Term: 7/1/23 to 6/30/24
4. 2023 Liability Premium: \$185,880
5. 2023 Property Premium: \$86,620 (per current rate and statement of values)
6. 2023 Auto Physical Damage Premium: \$18,362 (per current rate and schedule)
7. Tooele City retains the right to any rate reductions offered by the Trust during policy term

Order to bind insurance coverage:

Approved By	Date
Name, Title	
	5/25/23
Steven A. Hansen CEO	Date

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

05/31/23

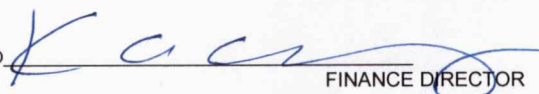
DESCRIPTION OF EXPENDITURE: _____ VENDOR: Broken Arrow INC V#00093

Emergency Repairs for the 100 E improvement/Mountain Valley Townhomes.

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
City Projects	54 5400 731400	800,000.00	222,416.55	35,947.09	541,636.36
TOTAL:				35,947.09	

REQUESTED _____ DEPARTMENT HEAD

REVIEWED  FINANCE DIRECTOR

APPROVED _____ MAYOR

APPROVED _____ COUNCIL CHAIRMAN

BROKEN ARROW ESTIMATE
100 East Improvements @ Mountain
Valley Townhomes
 05/04/2023



8960 Clinton Landing Road
 Lake Point, UT, 84074

Tooele City Corporation
Jamie Grandpre
90 N. Main Street
Tooele, UT, 84074
(435) 843-2148
jamieg@tooelecity.org

Estimator Contact Information:
Travis Loader
Office: 801-355-0527
Mobile: 435-840-4727
tloader@brokenarrowusa.com

SUMMARY OF SERVICES

Broken Arrow is pleased to submit this estimate for the scope of work outlined below. Our estimate is based upon a site visit on 4/20/2023.

EXCLUSIONS:
 CQC Testing & Inspection
 Surveying
 Permits and/or Bonds
 Dewatering
 Construction Water

SUMMARY OF BID ITEMS

Description	Total Estimate	Job
100 SITE WORK	\$1,765.45	4.91%
120 MOBILIZATION / PROJECT SUPPORT	\$3,528.00	9.81%
200 WATER MAIN INSTALLATION	\$4,009.24	11.15%
300 SITE STORM DRAIN INSTALLATION	\$11,143.59	31.00%
500 SITE CONCRETE	\$13,152.80	36.59%
650 ASPHALT PAVING	\$2,348.02	6.53%
Total Estimate	\$35,947.09	100.00%

BROKEN ARROW ESTIMATE
100 East Improvements @ Mountain
Valley Townhomes
 05/04/2023



8960 Clinton Landing Road
 Lake Point, UT, 84074

Estimate Table

Description	Quantity	Unit	Unit Price	Total Estimate
100 SITE WORK				
Saw Cut Existing Asphalt and Concrete	1.00	LS	600.00	600.00
Remove & Dispose of Existing Asphalt	196.00	SF	3.23	633.53
Remove & Dispose of Existing Concrete	164.00	SF	3.24	531.92
120 MOBILIZATION / PROJECT SUPPORT				
Mobilization	1.00	LS	1,386.00	1,386.00
CQC Testing	1.00	LS	1,512.00	1,512.00
Traffic Control	1.00	LS	630.00	630.00
200 WATER MAIN INSTALLATION				
Raise Existing Hydrant	2.00	EA	2,004.62	4,009.24
300 SITE STORM DRAIN INSTALLATION				
Saw Cut Existing Storm Drain Box & Dispose of Waste	1.00	LS	5,336.04	5,336.04
Provide & Install New Lid w/Cover On Storm Drain Box (Existing Will Be Re-Installed)	1.00	LS	5,807.55	5,807.55
500 SITE CONCRETE				
Install 5-Foot Sidewalk w/Base	100.00	LF	57.24	5,723.72
Install 30-Inch HB Curb & Gutter w/Base	20.00	LF	47.72	954.31
Install ADA Handicap Access Ramp w/Truncated Dome	2.00	EA	2,877.38	5,754.77
Raise & Collar Manhole	1.00	EA	720.00	720.00
650 ASPHALT PAVING				
Asphalt Patching w/Base	196.00	SF	11.98	2,348.02

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Broken Arrow Inc. is authorized to proceed with the work as specified. Payments shall follow the contract terms upon an executed contract. otherwise, all payments on completed work will be net 30 days. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Late payments shall be subject to a 2% monthly (24 % annual) interest fee. All collection costs incurred on delinquent account shall be paid by the customer.

BROKEN ARROW ESTIMATE
100 East Improvements @ Mountain
Valley Townhomes
05/04/2023



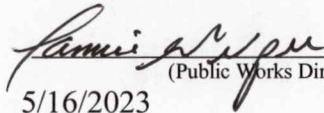
8960 Clinton Landing Road
Lake Point, UT, 84074

Approved By: _____

Date: _____

MEMORANDUM

To: Michelle Pitt, Recorder
From: Jamie Grandpre


(Public Works Director Signature)

Date: 5/16/2023
Subject: Emergency Repair 100 East/ Mountain Valley Townhomes
Pages: 4

I am writing to request approval for the emergency repair of 100 East Improvements/ Mountain Valley Townhomes.

The Mountain Valley Townhomes development was abandoned due to bankruptcy. The exposed/unfinished storm drain poses a safety threat in addition to the system not being up to Tooele City Code. Delay of this repair will increase the chance of further cost to Tooele City in addition to significant safety issues.

Tooele City Publics Work Department received the following bid for the emergency repair:

1. Broken Arrow \$35,947.09

Public Works did not receive additional bids due to time constraints and the nature of the repairs needed. The bid from Broken Arrow includes the finishing of water and storm main installations, sidewalk and asphalt within the right of way. See attached bid for detail.

Delaying these repairs will inevitably increase the cost of the overall project. I would like to act as soon as possible to avoid any incident that may occur with the unfinished work.

I appreciate your prompt consideration of this urgent request.

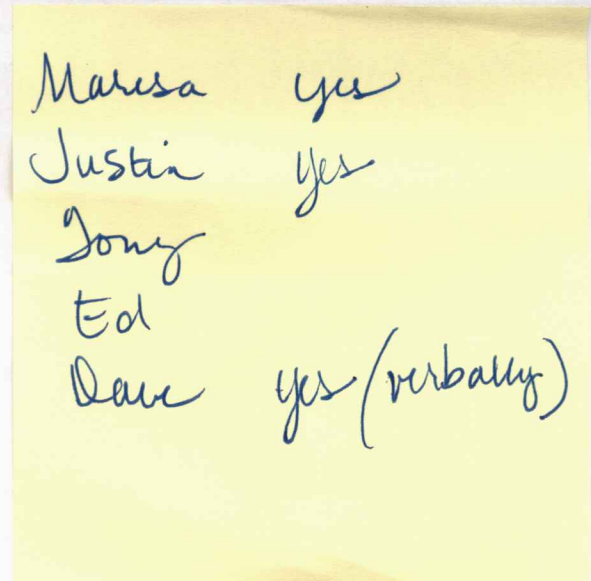
Michelle Pitt

From: Michelle Pitt
Sent: Thursday, May 18, 2023 2:03 PM
To: Debbie Winn; Dave McCall; Ed Hansen; Justin Brady; Maresa Manzione; Tony Graf
Cc: Michelle Pitt
Subject: Emergency Repair for 100 East/Mountain Valley Townhomes
Attachments: Sharp mx-6070_20230518_134139.pdf

Today I received a request to approve emergency repairs for the 100 East improvements/Mountain Valley Townhomes. Jamie Grandpre has explained the urgency in the attached memo, saying there is an exposed and unfinished storm drain that poses a safety threat. Also attached is the bid from Broken Arrow for \$35,947.09. I've talked with Roger about possibly get reimbursed for these repairs by the next developer that takes over this project. He said he will work on a mechanism to do that.

Could you please respond with an email of either a "yes" or "no" vote to approve these emergency repairs? We will then bring this back as a ratification at your next council meeting, which will be June 7th.

Thanks,
Michelle



Maresa yes
Justin yes
Tony
Ed
Dave yes (verbally)

Michelle Pitt

From: Justin Brady
Sent: Friday, May 19, 2023 12:07 PM
To: Michelle Pitt
Subject: Re: Emergency Repair for 100 East/Mountain Valley Townhomes

Yes.

Thanks,

Justin Brady

Sent from my iPhone

> On May 18, 2023, at 2:02 PM, Michelle Pitt <MPitt@tooelectricity.org> wrote:

>

> Today I received a request to approve emergency repairs for the 100 East improvements/Mountain Valley Townhomes. Jamie Grandpre has explained the urgency in the attached memo, saying there is an exposed and unfinished storm drain that poses a safety threat. Also attached is the bid from Broken Arrow for \$35,947.09. I've talked with Roger about possibly get reimbursed for these repairs by the next developer that takes over this project. He said he will work on a mechanism to do that.

>

> Could you please respond with an email of either a "yes" or "no" vote to approve these emergency repairs? We will then bring this back as a ratification at your next council meeting, which will be June 7th.

>

> Thanks,
> Michelle

>

>

> <Sharp mx-6070_20230518_134139.pdf>

Michelle Pitt

From: Maresa Manzione
Sent: Thursday, May 18, 2023 3:06 PM
To: Michelle Pitt
Subject: Re: Emergency Repair for 100 East/Mountain Valley Townhomes
Attachments: Sharp mx-6070_20230518_134139.pdf

Yes

Sent from my iPhone

On May 18, 2023, at 2:02 PM, Michelle Pitt <MPitt@tooelectricity.org> wrote:

Today I received a request to approve emergency repairs for the 100 East improvements/Mountain Valley Townhomes. Jamie Grandpre has explained the urgency in the attached memo, saying there is an exposed and unfinished storm drain that poses a safety threat. Also attached is the bid from Broken Arrow for \$35,947.09. I've talked with Roger about possibly get reimbursed for these repairs by the next developer that takes over this project. He said he will work on a mechanism to do that.

Could you please respond with an email of either a "yes" or "no" vote to approve these emergency repairs? We will then bring this back as a ratification at your next council meeting, which will be June 7th.

Thanks,
Michelle

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

Date: Wednesday, May 17, 2023

Time: 5:30 p.m.

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

City Council Members Present:

Justin Brady
Maresa Manzione
David McCall
Ed Hansen
Tony Graf, Via phone

City Employees Present:

Mayor Debbie Winn
Jim Bolser, Community Development Director
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
Andrew Aagard, Community Development Director
Kami Perkins, HR Director

Minutes prepared by Katherin Yei

1. Open City Council Meeting

Chairman Brady called the meeting to order at 5:30 p.m.

2. Roll Call

Justin Brady, Present
Maresa Manzione, Present
David McCall, Present
Tony Graf, Present via phone at 5:30
Ed Hansen, Present

3. Mayor's Report

Mayor Winn reported on the following:

The clean-up projects in the community are underway. She shared her appreciation to the people that have completed projects and for future projects happening in the community.

4. Council Member's Report

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

5. Discussion Items

A. 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

Presented by Kami Perkins, City Attorney

Ms. Perkins presented the modified Public Employees Health Program (PEHP) IRC Section 125 Cafeteria prototype plan for Tooele City's cash-in-lieu/waiver program. Last July, Golden West Insurance discontinued administering flex plans and our plan administration was transferred to PEHP. The plan documents were adopted for dependent care, medical, limited flex, and premium only. The cash-in-lieu waiver program was not adequately covered in the PEHP plan documents. The IRS requires that waiver payments be administered through a Section 125 plan to allow health premiums to continue to be paid pre-tax. Adoption of the Plan document will be retro-active to July 1st. Ms. Perkins has worked with PEHP legal counsel and Tooele City Attorney, to modify PEHP's prototype plan documents to align with Tooele City's plan. During this time, PEHP explained that they are looking at all groups offering cash-in-lieu to establish standards and will allow Tooele City to run the cash-in-lieu alongside the health insurance plan. PEHP will require that the City limit any payment to \$4,000 or less. The City's amount is a little over \$3,700. Anyone on Medicaid or Medicare is unable to participate in the waiver program.

Ms. Perkins explained that there have been several council members who chose the cash-in-lieu option instead of health insurance. Those on Medicare are not eligible for the cash-in-lieu program. The policy of providing health insurance to part-time elected officials has been discussed over the years. A few options were discussed including an option to transition the City Council's total compensation package from benefits to the salary in the amount of the cash-in-lieu equivalent. This would be a decrease in the City Council total compensation package and in the future, it would affect the Council's ability to participate in the health insurance plan. If they did take away the medical insurance, the Council would still have access to flex accounts, dental, and vision.

The City Council asked the following questions:

If all Council took the benefits, what would the cost be?

The Council showed favor of not providing medical insurance for Council members and adding only the value of the cash-in-lieu that they have all been receiving to their salary as direct compensation. As well as leaving dental and vision as is.

Ms. Perkins addressed the Council. The City pays for single coverage at the same cost sharing as regular insurance. It is about \$56000 for all Council members.

Mr. Baker addressed the Council. State law and City ordinance require a public hearing and a resolution or ordinance to adopt the salary schedule. He is of the opinion that when the salary schedule is adopted as part of the regular budget process, the budget public hearing and resolution satisfy the salary schedule public hearing and resolution requirements. If the salary schedule is changed mid-year, a separate public hearing and resolution would be required.

Staff will bring back the Cafeteria document as a formal resolution. As well as the updated policy manual with the benefits the Council is eligible for.

B. Fiscal Year 2023-2024 Budget Discussion

The Council had the opportunity to email questions allowing staff to come prepared with numbers and information.

The Council asked the following questions:

What is the proposed increase in wages compared to the health insurance?

How many employees do cash-in-lieu?

Is the health insurance coverage change drastic or minor?

Ms. Perkins addressed the Council. During a meeting in February, the inflation with an 8% cost of living adjustment was discussed. Staff received direction to move forward with an 8% COLA, with interest in seeing it impact the budget. Staff and Council discussed being upside down in the in the insurance policy, \$1.3 million with an anticipated rate increase of 20%. The increase would significantly increase the City and employee's coverage. They worked with Tooele City's Broker, Goldenwest Health Insurance, and PEHP to make plan revisions that brought the cost increase down to an average of 27%. The budget proposal includes a change in the rate sharing between the City and employees. The free employee-only plan is now the summit plan and we are still able to offer a standard and premier plan if employees want to buy-up to a different coverage. The budget proposal includes a request for a 5.5% cola adjustment to the salary schedule. This is consistent with the State of Utah and reflective of what we've seen in the cooling of the consumer price index these past months which now is at 7%.

Ms. Perkins provided the current salary schedule and what the new salary schedule may look like. The current salary schedule for entry-level blue-collar jobs, is at a grade 10-\$18.06 an hour.

Ms. Perkins provided two advertisements of the same job with two different entities and two different starting pay. The City is 6 months behind the County. With the increase of this, the City will better align with the wage the County is paying for a similar job.

Ms. Wimmer addressed the Council. Print outs were provided that show capital projects and equipment for the 41-fund funded this year, but will be carried to the next fiscal year. There is \$1.2 million to put towards equipment and projects.

The Council asked the following:

What is the definition of each year?

Did the revenue amounts go up or down in?
Does the fund balance have to be a minimum 35%?
Are the grants not listed?
Are the impact fees that were raised included?
How is the fire department being funded?
Is it more beneficial to hire employees in the Parks Department that to contract it out?
Is the increase in each department is mostly in salary and insurance?

Ms. Wimmer addressed the Council's questions. If there is an amount in the first column and the line item, they are looking to approve that amount. The blank slots are not being approved this year. Each year means it is an ongoing cost. There was a month that revenues went down, but the other months have gone up. It was projected at a flat rate for sales tax. The property tax was left at the current rate with the potential to change depending on the tax rate the Council adopts. Staff will enter the grants in once they received those funds. Once they are put in, they are brought back with budget amendments. Looking at building fees, they have dropped off. Impact fees have been increased. Revenue won't necessarily increase. When the tax increase was done, the City will need to put one full year of bond payment in the escrow for the fire department. They will apply for a CIB, Community Impact Board loan with an interest rate 3%. The application is due on June 1st. If they have to go to the bond market, it reduces the money they have for construction costs. The current budget for the fire station is higher than estimated but is more accurate based on current expected costs. They have asked department heads to stay in the budget they used last year to maintain costs.

Mr. Cook addressed the Council. Hiring employees to the work they contract out adds additional costs.

Mayor Winn addressed the Council. It is significantly cheaper to hire out. They did decrease the number of seasonal employees. They can make more in property tax by bringing new business to Tooele.

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

There is a closed meeting for litigation and property acquisition.

Council Member McCall motioned for a closed meeting. Council member Manzione Seconded.

The work meeting was recessed at 6:34pm.

Those in attendance: Council Member Manzione, Council Member Hansen, Council Member McCall, Chairman Brady, Council Member Graf by phone, Mayor Debbie Winn, Shannon Wimmer, Michelle Pitt, Fire Chief McCoy, Andrew Aagard, Jamie Grandpre, Paul Hansen, Roger Baker, and Darwin Cook.

The meeting began at 6:38.

No minutes were taken during the closed meeting.

7. Adjourn

Chairman Brady adjourned the meeting at 6:56 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 June, 2023

Justin Brady, City Council Chair

DRAFT

Tooele City Council Business Meeting Minutes

Date: Wednesday, May 17, 2023

Time: 7:00 p.m.

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

City Council Members Present:

Ed Hansen

Justin Brady

Maresa Manzione

Tony Graf

Dave McCall

City Employees Present:

Mayor Debbie Winn

Jim Bolser, Community Development Director

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

Andrew Aagard, Community Development Director

Captain Lawny Collins

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:05 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call

Tony Graf, Present via phone

Ed Hansen, Present

Justin Brady, Present

Maresa Manzione, Present

Dave McCall, Present

3. Mayor's Community Recognition Award

Presented by Debbie Winn, Mayor

Mayor Winn presented the Mayor's Community Recognition Award to the following:
Braxton and Payson Jord

4. Public Comment Period

Mathew Flygare spoke of a request that was sent to the City to see par taxes used improvements on the Tempie skate park.

5. Resolution 2023-23 A Resolution of The Tooele City Council Amending Its Policy Allowing Payment of a Fee In Lieu Of Water Rights Conveyance

Presented by Roger Baker, City Attorney

Mr. Baker presented the amendment for the policy allowing payment of a fee in lieu of water rights conveyance. The proposed amendments would give authorization to the Mayor and staff to make approvals for residential applications. There is a sunset written into the policy, making sure the developer cannot hold onto the water for long periods of time. There are some legal content and mechanical items in the policy designed to protect the City from speculation with the City's water assets. Other amendment highlights are listed in bullet points in the resolution.

Council Member Hansen motioned to approve Resolution 2023-23 A Resolution of The Tooele City Council Amending Its Policy Allowing Payment of a Fee In Lieu Of Water Rights Conveyance. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

6. Resolution 2023-40 A Resolution of The Tooele City Council Amending the Tooele City Fee Schedule Regarding Animal Shelter Fees

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented an amendment to the Tooele City Fee Schedule in regards to Animal Shelter fees. Sterilization costs for adoptable animals occur through assessment. Currently, animals are transported to the facility to provide the service. They now have a mobile unit that will come to the shelter. This fee is on top of the other adoption fees. The fees depend on weight of the animal. The fees are proposed as the following:

Neutering: \$95-150

Spading: \$105-\$160

Council Member Manzione motioned to approve Resolution 2023-40 A Resolution of The Tooele City Council Amending the Tooele City Fee Schedule Regarding Animal Shelter Fees. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

7. Resolution 2023-41 A Resolution of The Tooele City Council Approving an Agreement With J-U-B Engineers for The Water Reclamation Facility New Headworks Building Construction Management and Engineering

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an agreement with J-U-B Engineers to be the construction management and engineering company for the Water Reclamation Facility Headworks Building. The state does require an engineer on contract to be available during the project. It is a 2-year contract. This is in addition to the cost of the Headworks building. It is funded from impact fees and sewer funds.

Council Member Hansen motioned to approve Resolution 2023-41; A Resolution of The Tooele City Council Approving an Agreement With J-U-B Engineers for The Water Reclamation Facility New Headworks Building Construction Management and Engineering. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

8. Ordinance 2023-23 An Ordinance of Tooele City Amending Tooele City Code Section 1-24 Regarding Municipal Elections

Presented by Michelle Pitt, City Recorder

Ms. Pitt presented Ordinance 2023-23. Utah Code 10-3-208(11) allows municipalities to impose a \$50 fine if a candidate fails to timely file a campaign finance statement. On May 3rd, the City Council discussed whether a fine should be imposed on candidates who do not file campaign finance statements within time frames specified by Utah Code and the Council generally agreed to impose a fine. Tooele City Code 1-24 provides for fees for municipal elections, It is recommended that Tooele City Code 1-24 be amended to include a fine for not filing a campaign finance statement in a timely manner, and that the fee schedule also be amended to include the fine.

Council Member Manzione motioned to approve Ordinance 2023-23 An Ordinance of Tooele City Amending Tooele City Code Section 1-24 Regarding Municipal Elections. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

9. Invoices & Purchase Orders

There are no invoices or purchase orders to present.

10. Minutes

There are no changes to the minutes.

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

11. Adjourn

Chairman Brady adjourned the meeting at 7:28pm.

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 June, 2023

Justin Brady, City Council Chair

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