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**PUBLIC NOTICE**

Notice is Hereby Given that the Tooele City Council will meet in a Work Session, on Wednesday, December 18, 2019 at the hour of 5:00 p.m. The Meeting will be Held at the Tooele City Hall Large Conference Room, located at 90 North Main Street, Tooele, Utah.

**1. Open City Council Meeting**

**2. Roll Call**

**3. Discussion:**

- **Training**  
Presented by Dave Church
- **Security Estimates**  
Presented by Chairman Steve Pruden
- **Resolution 2019-91** A Resolution of the Tooele City Council Approving a Contract with Musco Sports Lighting, LLC, for the Installation of Court Lighting at the Pickle Ball Courts at Elton Park  
Presented by Darwin Cook
- **Resolution 2019-84** A Resolution of the Tooele City Council Reappointing Matt Robinson to the Planning Commission  
Presented by Roger Baker
- **Resolution 2019-85** A Resolution of the Tooele City Council Acknowledging the Mayor's Reappointments of Melanie Hammer and Ray Smart to the Planning Commission  
Presented by Mayor Debbie Winn
- **Resolution 2019-88** A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Linda Vista Subdivision  
Presented by Paul Hansen
- **Resolution 2019-90** A Resolution of the Tooele City Council Declaring Surplus Certain I.T. Equipment, and Authorizing its Disposal  
Presented by Michelle Pitt
- **Resolution 2019-92** A Resolution of the Tooele City Council Approving a Contract with Nickerson Company, Inc., for Repairs to Well 14  
Presented by Steve Evans
- **Minor Subdivision Request** by Zenith Tooele LLC for Lexington Greens Consisting of 5 Lots Located at Approximately 400 West 1200 North in the MR-16 Multi-Family Residential Zoning District  
Presented by Jim Bolser

- **Ordinance 2019-35** An Ordinance of the Tooele City Council Amending the Tooele City Zoning Map for Property at Approximately 2100 North Main Street  
Presented by Jim Bolser
- **Subdivision Preliminary Plan Request** by Perry Development, LLC, for Overlake 2A Consisting of 90 Lots Located at Approximately 2000 North 400 West in the R1-7 Residential Zoning District  
Presented by Jim Bolser
- **Minor Subdivision Request** by Kevin Boyle for Desert Cove Subdivision Consisting of 5 Lots Located at 242 East 400 North in the R1-7 Residential Zoning District  
Presented by Jim Bolser
- **Subdivision Final Plat Request** by Bach Homes for Copper Canyon Phase 9 Consisting of 36 Lots Located at Approximately 600 West Tooele Boulevard in the R1-7 PUD Residential Zoning District  
Presented by Jim Bolser
- **Multi-Operational Businesses**  
Presented by Jim Bolser
- **Resolution 2019-86** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for Water and Sewer Modeling Fees Associated with New Developments  
Presented by Steve Evans

#### 4. Close Meeting

Litigation & Property Acquisition

#### 5. Adjourn

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Michelle Y. Pitt  
Tooele City Recorder

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

**AMENDED TOOELE CITY CHARTER**  
(Effective January 2, 2006)

WHEREAS, Article XI, §5 of the Utah Constitution sets forth a process by which Utah municipalities can frame, propose, and enact a Charter for self-governance; and

WHEREAS, after receiving the March 22, 1965, recommendation of the Charter Commission, the voters of Tooele City Corporation approved the Tooele City Charter at a special election held on July 13, 1965; and

WHEREAS, in the November 1975 regular municipal election, the voters of Tooele City Corporation approved several amendments to the Tooele City Charter; and

WHEREAS, the voters of Tooele City Corporation have determined that the charter provisions of the Utah Constitution provide unique opportunities for self-governance which are not enjoyed by municipalities without charters, and they further have determined that the Tooele City Charter is a unique document which is worthy of preservation, in that it allows for better and more-efficient government; and

WHEREAS, the voters of Tooele City Corporation have determined that the existing, amended Tooele City Charter, while unique and special, is in need of further amendment and clarification;

NOW, THEREFORE, the voters of Tooele City Corporation, in accordance with the requirements of law, do hereby enact this Amended Tooele City Charter, which Amended Tooele City Charter shall become effective at 12:01 a.m. on Monday, January 2, 2006.

***ARTICLE 1.***

***POWERS OF THE CITY***

**Section 1-01. Grant of Powers.** Tooele City Corporation (the “City”) shall have and possess all rights, powers and privileges relating to municipal affairs as are derived from the people and as are allowed by law, and may propose, enact, adopt and enforce within its jurisdictional limits such regulations, not in conflict with the general law, that it deems necessary to promote the general health, welfare and protection of its citizens, subject only to the limits set forth in the Constitution of the State of Utah, all of which rights, powers and privileges it may exercise as fully and completely and as if they were specifically enumerated in this Charter.

**Section 1-02. Construction.** The rights, powers and privileges of the City granted herein shall be liberally construed in favor of the City, and the enumeration or specific mention of certain rights, powers, and privileges in this Charter shall not be interpreted as limiting the exercise of other rights, powers or privileges not so enumerated or mentioned.

**Section 1-03. Intergovernmental Relations.** The City may cooperate with, and may

enter into written agreements with, other units of local government, or with the State of Utah, or with the United States of America, or with any agencies or subdivisions thereof, in accomplishing projects of common interest to the City and one or more of the other governmental units, to the extent and in accordance with the Constitution and laws of the United States and of the State of Utah.

## *ARTICLE 2.*

### **MUNICIPAL GOVERNMENT**

**Section 2-01. Vesting of Powers of Municipal Government.** All rights, powers and privileges of the municipal government of the City shall be vested in a Mayor and in a City Council (the “Council”) of five members, to be elected at large on a non-partisan ballot as provided elsewhere in this Charter.

**Section 2-02. Legislative and Executive Powers.** The Council shall be the Legislative Body of the City, shall possess all legislative powers of the municipal government of the City, shall propose and adopt such ordinances and resolutions as it deems appropriate, shall budget and appropriate all funds, and shall perform all rights, powers, privileges and duties as may be required of them by this Charter or the laws of the State of Utah. The Council, or any member thereof, also is empowered to review, examine and comment upon administrative or executive decisions. The Council, or any member thereof, may at any time examine and inspect the books, records, papers and documents of the City, or of any officer or agent employed by the City, except where such examination or inspection is prohibited by federal or state law.

The Mayor shall be the Chief Executive Officer of the City, shall see that all laws, ordinances and resolutions are faithfully executed, and shall, subject to the provisions of this Charter and the laws of the State of Utah, possess all executive and administrative powers of the municipal government of the City. The Mayor may review, examine and comment upon proposed decisions of the Council.

**Section 2-03. Elected Officials -Elections - Term.** On the first Tuesday following the first Monday in November of odd numbered years there shall be held an election to fill all elective offices to be vacated in the City at 12:00 o’clock p.m. MST on the first Monday of the January following. Such elected officials shall continue in office for a term of four years and until their successors are elected and qualified, except as provided herein, or unless earlier removed by law. The officials so elected shall enter upon their duties at 12:00 o’clock p.m. MST on the first Monday in January next succeeding their election.

**Section 2-04. Council Chairperson -Meeting- Quorum - Transaction of Business.** The Council shall, either by resolution or by order entered in the official minutes, select one of their number to act as Chairperson. Pending the selection of a Chairperson, the City Recorder shall preside for the sole purpose of the selection of a Chairperson. The Council also shall select such other Council officers as the Council deems necessary, with such designations made either by resolution or by order entered in the official minutes.

The Council shall prescribe by ordinance the date, time and place of its regular public

meetings, provided at least one regular public meeting is held each month, and the ordinance shall be published at least once in a newspaper of general circulation in Tooele County. Moreover, the Council shall timely cause a listing of its scheduled regular public meetings to be published at least once in a newspaper of general circulation in Tooele County.

Not less than three members of the Council shall constitute a quorum for the transaction of business, and no act of the Council shall be valid or binding unless three members concur thereon, provided, however, that members of the Council may appear at any Council meeting by telephone or by other electronic means with the consent of the Chairperson of the Council. Upon every vote the yeas and nays shall be called and recorded, and every order, motion, resolution or ordinance shall either be reduced to writing or read into the public record before the vote is taken thereon.

The Council shall have the power to make and enforce such rules and regulations for the administration of the Council, the preservation of order, and the transaction of the business of the Council as may be necessary or proper. All meetings of the Council are presumed to be open to the public, but the Council may close any meeting or any portion of a meeting of the Council as long as the closure is allowed by applicable law, and the procedures and requirements for closing the meeting or portion of the meeting have been followed.

If at any time the business of the City requires a special meeting of the Council, such meeting may be called by the Chairperson of the Council, or by the written request of a majority of the Council. If a majority of the Council calls the meeting, the request must be filed with the City Recorder and entered in the minutes of the Council. Except in case of an emergency, not less than two (2) business days notice of such special meeting must be given by the Recorder to each member not joining in the order, such notice to be served either personally or upon a person of suitable age and discretion who resides with the member, by electronic e-mail or facsimile delivery to the e-mail address or facsimile number of the member that is on file with the City Recorder, or by certified mail addressed to the member at the address on file with the City Recorder. If a member of the Council attends a special meeting of the Council, the member waives any right to object to the appropriateness of the notice concerning the special meeting.

**Section 2-05. Ordinances and Resolutions. - Publication or Posting - Effective Date.** Every resolution or ordinance passed by the Council must be signed by a majority of the Council members, and shall then be presented to the Mayor for his or her review. If the Mayor approves, he or she shall sign the resolution or ordinance and then transmit it to the City Recorder for filing in the official records of the City. If the Mayor disapproves of the resolution or ordinance, he or she shall return the resolution or ordinance unsigned to the Council, together with a written statement of his or her objections, within fifteen (15) calendar days, and the Council shall at its next meeting reconsider the resolution or ordinance. If after reconsideration it again passes with the concurrence of at least four members of the Council, it shall be filed with the Recorder and shall have the same force and effect as if signed by the Mayor. If any resolution or ordinance be not returned by the Mayor within fifteen (15) calendar days after its initial approval by the Council, it shall be filed with the Recorder and shall have the same force and effect as if signed by the Mayor.

All resolutions and ordinances of the City, unless otherwise indicated on the face of the resolution or ordinance or unless otherwise required by law, shall take effect immediately upon their passage in conformance with the requirements of this Charter, without further publication, or act of the Council or Mayor. Resolutions and ordinances also may have retroactive effect provided the Council makes the necessary findings required by the laws of the State of Utah with respect to retroactivity. All resolutions and ordinances of the City shall set forth in the language of the resolution or ordinance their effective date, shall be maintained by the City Recorder in a book for that purpose, and shall be available for examination by the public free of charge. Unless otherwise indicated on the face of the resolution or ordinance, resolutions and ordinances of the City shall be deemed to be necessary for the immediate preservation of the peace, health or safety of the City and its residents.

The City Recorder, or his or her designee as approved by the Council, shall attend all regular and special meetings of the Council and shall act as clerk thereof. The City Recorder shall record all resolutions and ordinances in the book kept for that purpose and said book, or a certified copy of the ordinances and resolutions on file in the book, shall be received as evidence in all courts and places without further proof, or if printed in a book or pamphlet by authority of the Council, they shall be so received.

**Section 2-06. Departments of City Government.** The executive and administrative powers, authority and duties of the City shall be conferred upon the Mayor and upon such persons as the Mayor shall appoint or designate, subject to the further requirements of this Charter or applicable law. Departments shall be established by ordinance of the Council. The Mayor shall, with the consent of a majority of the Council, designate a head of each department of City government. The Mayor, pursuant to applicable laws and procedures, shall determine the powers and duties to be performed by the heads of departments established, and of all employees therein. The Mayor may assign any particular office or employee to one or more departments; may require an employee to perform duties of two or more departments and may make such other rules and regulations as may be necessary or proper for the efficient and economical conduct of the business of the City. The Mayor shall supervise all departmental activities through his or her departmental heads. Notwithstanding the foregoing, nothing herein shall preclude the Council from hiring one or more persons to assist the Council in the performance of its duties, and any person so hired shall have the powers and duties assigned by the Council, shall report to the Council, shall be compensated in the amount and manner directed by the Council, and shall serve at the pleasure of the Council.

**Section 2-07. Mayor - Further Powers and Duties.** The Mayor may remit fines and forfeitures and release any person imprisoned for violation of a City ordinance. The Mayor also shall see that all operative laws and ordinances are faithfully executed. The Mayor may, to the extent allowed by law, examine and inspect the books, records and papers of any employee, officer, or agent employed by the City.

**Section 2-08. Vacancies in office of Mayor or Councilperson - How Filled.** Any official elected to office pursuant to this Charter shall forfeit his or her office if he or she (1) lacks at any time during his or her designated term any qualification established by law, (2) is convicted of any felony or any Class A misdemeanor involving acts of moral turpitude; or (3)

fails without good cause to attend all regular meetings of the City Council for three consecutive months.

If a vacancy shall occur in the office of Mayor due to the death, permanent disability, resignation or removal from office of the Mayor in any manner authorized by law, the Chairperson of the Council shall act as Mayor pending the appointment, by majority vote of the Council, within 30 days of the vacancy, of a member of the Council to act as temporary Mayor until the next regularly scheduled municipal election, at which time the voters shall elect a qualified elector to serve as interim Mayor for the remainder of the unexpired term, unless said term expires at the time of that election. The Chairperson of the Council, while acting as temporary Mayor under this section, shall retain his or her position on the Council, but shall temporarily forfeit his or her position on the Council while acting as temporary Mayor. The Chairperson shall be reinstated to his or her former position on the Council, if his or her term has not previously expired, upon election of the interim Mayor at the next regular municipal election. The Council shall determine in its absolute discretion whether a temporary Councilperson should be chosen to fill the position temporarily vacated by the Chairperson while serving as the temporary Mayor.

If any vacancy shall occur in the office of Councilperson due to the death, permanent disability, resignation or removal from office of the Councilperson in any manner authorized by law, such vacancy shall be filled by the Council appointing, by a majority vote, a replacement who shall serve until the next regularly scheduled municipal election, at which time the voters shall elect a qualified elector to fill the unexpired term, unless said term expires at the time of that election. If at any time, through vacancies, the number of Councilpersons is reduced below three, a special election shall be called to fill said vacancies for the remainder of their respective terms. Such special election shall be held on the first Tuesday after the sixtieth day following the occurrence of the most recent vacancy, unless such day be a legal holiday in which event it shall be held on the Wednesday following.

Any person appointed or elected to the office of temporary Mayor or temporary Councilperson shall have at the appointment or election, and shall maintain at all times during his or her designated term, all qualifications for the office established by law.

At any time as he or she may deem expedient, the Mayor may authorize, in writing, the Chairperson of the Council to act as Temporary Mayor of the City. If the Chairperson is appointed as Temporary Mayor, he or she shall have, during the term of the appointment, all of the rights, powers and privileges of the Mayor. The authority of the Chairperson to act as Temporary Mayor shall expire upon the earlier of (a) the date and time set forth in the appointment, or (b) the date and time set forth in any subsequent written notice of the Mayor.

**Section 2-09. Assistant to Mayor.** Upon filing his or her candidacy for Mayor, a candidate shall declare, -in writing with the Tooele City Recorder, a notice of intention to serve as either a full-time or part-time Mayor and his or her intention as to the appointment of an Assistant to the Mayor. Upon election, and in accordance with the notice of intention, the Mayor will, with the affirmative approval of a majority of the Council, appoint a qualified assistant to exercise such powers of administration and perform such duties as the Mayor shall prescribe.

The assistant shall serve at the pleasure of the Mayor, and may be removed by the Mayor with the affirmative consent of a majority of the Council.

**Section 2-10. Termination of Department Heads.** The heads of all departments shall be discharged by the Mayor only after the Mayor receives the affirmative consent of a majority of the Council.

**Section 2-11. Dismissal, Discharge or Removal of Regular Employees.** Except for heads of departments and appointed, temporary, seasonal or on-call employees working in an “at will” status, no employee of the City who shall have completed any probationary period established by the City shall be discharged, dismissed, transferred or demoted to a position of less remuneration unless such action complies with the applicable provisions of the City’s policies and procedures and other applicable law. In all cases where such employee is discharged, dismissed, transferred or demoted to a position of less remuneration, he or she shall receive a letter in writing setting forth the reasons for the action, and shall have the right to appeal such action pursuant to the City’s policies and procedures and other applicable law. Moreover, the City shall establish a five-person Employee Appeals Board, three members of which shall be elected by the regular employees of the City pursuant to procedures established by the City, and two members of which shall be appointed by the Council.

### *ARTICLE 3.*

#### **SPECIAL PROVISIONS**

**Section 3-01. City Recorder.** The Council, with the advice of the Mayor, shall select a qualified elector of the City to act as City Recorder who shall be the clerk of the Council and shall be the depository for all City records not needed for current operations of any department. The term of office of the City Recorder shall be for a term of two years unless sooner removed for cause, and said removal shall be in accordance with the City’s policies and procedures and other applicable law.

**Section 3-02. Independent Auditor.** The Council shall select an independent auditor to make an annual audit and such other audits of the financial accounts of the City as the Council may direct, and to perform all other duties as are required by law.

### *ARTICLE 4.*

#### **CITY ADMINISTRATION**

**Section 4-01. Creation of Offices and Departments.** The Council may, by resolution, create such offices and departments for the City as the Council from time to time determines to be necessary or beneficial for the effective performance of municipal functions and the exercise of good government.

**Section 4-02. Residence of City Personnel; Use of City Property.** The Council shall, by ordinance, establish such rules and regulations governing the residency of City, and the use of



City property by employees, officers and agents of the City, as the Council deems appropriate.

## ***ARTICLE 5.***

### **PLANNING AND ZONING**

**Section 5-01. Planning Commission.** There shall be a Planning Commission of seven members, three of whom shall be appointed by the Council, four of whom shall be appointed by the Mayor, and none of whom may hold any other office in the City. The Council also may appoint one or more of its members to sit in an advisory, non-voting role on the Planning Commission.

**Section 5-02. Term of Office and Vacancy.** The terms of office of the members of the Planning Commission and the manner of filling vacancies occurring during a term shall be prescribed by ordinance of the Council.

**Section 5-03. Powers and Duties.** The Planning Commission shall have such powers and duties with respect to City planning and zoning as is prescribed by the laws of the State of Utah. It shall have such other powers and duties as may be assigned to it by ordinance of the Council.

## ***ARTICLE 6.***

### **NOMINATIONS AND ELECTIONS**

**Section 6-01. Municipal Elections.** Regular elections shall be held as provided by the laws of the State of Utah. The Council may by resolution order a special election at any time as may be necessary to submit referenda or for the election of officials or for any other purpose as required or allowed by law or this Charter.

**Section 6-02. Election Procedure.** The procedure for conducting elections in the City shall be in accordance with the laws of the State of Utah.

## ***ARTICLE 7.***

### **GENERAL PROVISIONS**

**Section 7-01. Amending the Charter.** Amendments to this Charter may be framed and submitted in the same manner as provided for in the Constitution of the State of Utah for the making of Charters, or may be proposed by the Council upon the affirmative vote of at least four members of the Council, or by a written petition of qualified electors to a number equal to fifteen percent of the total votes cast for Mayor in the next preceding election, and any such amendment may be submitted at the next regular municipal election, at the next regular general election in the State of Utah, or at any special election called by the Council for that purpose, and having been approved by the majority of the electors voting thereon; shall become part of the Charter at the time fixed in such amendment and shall be certified and filed as provided in case of Charters.

**Section 7-02. Separability Clause.** If any part or section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and affect with the section or part of section to which such holding shall directly apply.

**Section 7-03.** Except as expressly set forth in this Charter, the rights, powers, privileges, immunities and duties of the City, its elected and appointed officers and employees, and the citizens and residents of the City shall be construed, interpreted, and enforced in accordance with the Constitutions and general laws of the United States and the State of Utah.

Classification: Protected (Attorney-Client Privilege)

## MEMORANDUM

To: Debra E. Winn, Mayor and RDA Executive Director  
City Council and RDA Board

From: Roger Evans Baker, City and RDA Attorney

Date: July 18, 2018

RE: Redevelopment Agency Separation of Powers in Council-Mayor Governments

On June 20, 2018, City Councilman and RDA Board member Scott Wardle posed several questions to Mayor and RDA Executive Director Debra E. Winn regarding the application of separation of powers principles in the redevelopment agency context. The RDA Board and Mayor Winn have asked me to provide legal opinions and advice in response to Councilman Wardle's questions. The questions are repeated below, in bold, with my answers following. In addition, I have summarized my consultations with Katherine Lewis, Salt Lake City Senior Attorney, who advises the Salt Lake City Redevelopment Agency, and with Kyle Fielding, of the law firm of McDonald Fielding PLLC, who advises numerous redevelopment agencies.

**Q1: Is the RDA, under 17C, a separate and independent body of the City? If so, what does that mean? If not, why?**

**A: Separateness.** The Tooele RDA is a separate corporate and political body from Tooele City. See the supporting statutory references, below.

- An "agency" is "a separate body corporate and politic" and is "a political subdivision of the state." UCA 17C-1-102(4). An agency is known by several terms, including "community reinvestment agency," "redevelopment agency," and "community development and renewal agency." "Agency" and "RDA" are synonymous for purposes of this memorandum.
- RDA funds and records are to be accounted for and maintained separate from the funds and records of the municipality that created the RDA. UCA 17C-1-208, -209.
- The city is not liable for RDA indebtedness. UCA 17C-1-506.

**A: Independence.** The Tooele RDA is somewhat, but not completely, independent of Tooele City. The RDA depends on Tooele City for the RDA's creation, for authorization of certain RDA expenditures, for RDA administration (i.e., the Mayor is the Executive Director), and for the eventual dissolution both of RDA project areas and of the agency itself. See the supporting statutory references, below.

- The RDA was created by Tooele City ordinance approved by the legislative body, the City Council. UCA 17C-1-201.5(1).
- The RDA was created by Tooele City for the limited purpose of “project area development” (UCA 17C-1-102(4)(b)) and is coterminous with city boundaries. UCA 17-C-1-102(4)(c)(ii), -201.5(2)(b).
- An RDA, and RDA project areas, are dissolved by City Council ordinance. UCA 17C-1-701.5, -702.
- The records of a dissolved RDA are to be kept by the City Recorder. UCA 17C-1-702.
- The RDA may not receive tax increment revenues without either (1) the authorization of the City under an interlocal agreement between the two, or (2) the authorization of the taxing entity committee, which includes Tooele City representation, and whose decisions are binding upon the RDA. UCA 17C-1-401.5, -402.
- RDA funds for public buildings, improvements, and landscaping in a project area cannot be spent without the City Council’s consent. UCA 17C-1-409(1)(c), -409(4).
- The City Council must approve loans made between RDA project areas. UCA 17C-1-409(1)(d).

**Q2: If it is a separate and independent body, does it have the right to establish and adopt its own policies and procedures, which could include by-laws which the RDA administration would be obligated to enforce?**

- A:** The RDA’s powers are enumerated in UCA 17C-1-202. These powers include the following:
- to sue and be sued
  - to enter into contracts
  - to buy, sell, and lease property
  - to receive and use RDA funds
  - to provide for project area development
  - to borrow money
  - to pay municipal impact fees and exactions

Nothing in UCA 17C specifically empowers or prohibits an RDA from establishing policies, procedures, and by-laws. However, the power to do so is inherent in all corporate and political bodies.

The RDA Board is the RDA governing body, which is also the governing body or legislative body of the municipality that created the RDA: the Tooele City Council. UCA 17C-1-102(14), -203(1). In a council-mayor form of government, the municipal governing body is the city council.

In the council-mayor form of government, the Mayor serves as the RDA Executive Director and exercises the RDA's executive powers. The Mayor has the power to designate another person as the RDA Executive Director. UCA 17C-1-203(4)(a).

The RDA Executive Director's obligation to the RDA Board is to implement the Board's guiding policies. See additional discussion with Q4 below.

### **Q3: What are the executive powers of the RDA Board?**

**A:** Given the separation of legislative and executive powers codified in the City Charter, UCA 10-3b-201, and UCA 17C-1-203, it is my opinion that the RDA Board exercises all legislative powers of the RDA and the Mayor exercises all executive/administrative powers of the RDA. As I stated in my May 25, 2018, e-mail memorandum (copy attached),

. . . the line between executive and legislative powers is impossible to draw with exactness or precision. Some powers seem to have aspects of both policy making (legislative) and policy implementation (executive). This tension exists both in the Tooele City Charter/City Code as well as the U.S. Constitution, and is the source of constant conflict and flux. The hope is that these natural tensions can be worked around amicably and professionally for the sound establishment and sound implementation of sound policy . . . Any analysis of these issues is bound to draw the line vaguely and blurrily at certain points, to be subject to disagreement, and to reveal troublesome gaps and overlaps in authority. That is the unfortunate nature of a robust but imperfect legal system. Or, perhaps the tension is intentional as a check to both the executive and legislative branches, with the push-and-pull designed to accomplish the best governance possible for the people.

Given the bestowal by UCA 17C-1-203 upon the Mayor of all RDA "executive powers," the necessary implication is that the RDA Board does not exercise those same executive powers, but rather exercises all RDA legislative powers.

As David Church, attorney for the Utah League of Cities and Towns, expressed to you on March 7, 2018, the legislative function is to create policy, while the executive function is to implement policy, including the appointment of implementing staff. Of course, the chief executive can create administrative policies and procedures regarding the manner in which to implement legislative policy. Executive and legislative powers are enumerated in some detail in UCA 10-3b-201, -202, and -203, as well as in the Tooele City Charter. This state law enumeration applies to municipalities operating under the council-mayor form of government.<sup>1</sup> In my opinion, it also applies to RDA governance and operation.

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<sup>1</sup> It is my opinion that Tooele City is subject to Utah's council-mayor form of government statutes, including UCA 17C-1-203, for two principal reasons. First, Tooele City's Charter establishes, in essence, a council-mayor form of government, largely indistinguishable from the statutory form of government, with the establishment of separate but equal legislative and executive branches of government. Second, on the same 1960s ballot by which the voters approved the City Charter, they also approved a ballot measure approving a council-mayor form of government under Utah statute. Thus, Tooele City is a council-mayor form of government by virtue of both its constitutional charter and by state statute, each of which was approved by vote of the people.

**Q4: Who has the authority under 17C to establish policy and procedures, the Board or the Mayor (Executive Director)?**

**A:** As mentioned above, UCA Title 17C does not give specific guidance about the formulation and implementation of RDA policies and procedures. The RDA Board establishes legislative policy (e.g., whether to sell RDA property), and the Mayor establishes executive policy (e.g., how to sell RDA property). Areas of RDA function with characteristic of both legislative and executive power provide the opportunity for the RDA Board and the Mayor to work cooperatively and jointly for the benefit of the public.

A logical starting point in the analysis of RDA Board powers v. Mayor (RDA Executive Director) powers would be to study the enumeration of RDA powers under UCA 17C-1-202. A discussion could be had regarding each enumerated power as to whether, and to what extent, each power is legislative and/or executive. A certain amount of push-and-pull between the RDA Board and the Mayor will be natural.

The first enumerated power is to sue. The question of whether to sue, and the objectives of suing, seem to be policy-related and, thus, legislative in nature. The day-to-day management of the law suit would seem to be executive/administrative. Some decisions regarding litigation strategy seem more legislative (e.g., which claims to pursue) while others seem more executive (e.g., which witnesses and evidence to present, and how).<sup>2</sup> As stated above, gaps and overlaps are to be expected, presenting the competing branches of government with the opportunity to work together cooperatively.

**Q5: If the RDA Board has the power to establish policy and procedures, including by-laws, do they have the power to establish the role and directive of the Executive Director?**

**A:** In my opinion, the RDA Board cannot determine the executive powers and functions by legislative policy any more than the RDA Executive Director can dictate by administrative policy the legislative powers and functions of the RDA Board. The role of the RDA Executive Director is simply this: to administer the RDA and to exercise the RDA's executive powers.

**Q6: Would the RDA Board, under 17C-1-202 have the same power to contract and hire any staff necessary to implement any of their powers, or adopt policy and procedures, outside of the Executive Director?**

**A:** In my opinion, the RDA Board cannot hire administrative staff that would report to the RDA Board. Such hiring is an executive power reserved to the Mayor. RDA administrative staff would report to the Mayor in his/her capacity as RDA Executive Director. Under UCA 17C-1-203, the RDA Executive Director exercises all the RDA's executive powers. Nothing in Title 17C, however, appears to prohibit the RDA Board from hiring legislative staff or retaining consultants

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<sup>2</sup> These are examples only and do not reflect my opinion as to exactly where to draw the line.

to assist the Board with its legislative policy-making functions, such as, the establishment of a project area plan or the drafting of an RDA ordinance or interlocal agreement.

**Q7: Are by-laws or adoption of policy and procedures the better policy to set direction and function of the RDA?**

**A:** The RDA Board has broad discretion in fulfilling its legislative functions. By-laws is one way. I do not have a recommendation as to which method is the best, so long as it preserves the separation of legislative and executive powers. By-laws, policies, and procedures, however, must always be subordinate to law.

It should be noted that some provisions of the RDA's current by-laws conflict with Utah statute. Example 1. Historical practice caused the Mayor to serve as Chairman of the RDA Board for many years. In 1998 the RDA amended its by-laws to accommodate this historical practice.<sup>3</sup> By Utah statute, however, the RDA Board is the City Council. Electing the Mayor to serve as the RDA Board Chairman would violate separation of powers principles, giving the Mayor a decidedly legislative role. Example 2. The by-laws empower the RDA Board to appoint an RDA Executive Director, while Utah statute clearly bestows this position and power upon the Mayor. In a conflict between law and procedure, law will always prevail.

**Q8: If the RDA is a separate and independent entity of the city, do we have any obligations to follow any current city policy in regards to the role of administrative direction or can it establish its own policy and procedures for the administrative direction?**

**A:** This is a two-part question. First, the RDA is not bound by City policies and procedures. Second, the RDA can formulate its own policies and procedures. In doing so, the RDA Board would formulate legislative policy, while the Executive Director would establish operational or administrative policy.<sup>4</sup> The RDA is free to borrow or lean upon City policies and procedures to the extent desired. Such an arrangement should be expressly approved by the RDA.

**Q9: Under 17C is the role and authority of the Executive Director defined, if not who has the authority to define that direction?**

**A:** The role of the Executive Director is not defined in Utah statute but is defined by separation of powers principles. See further discussion with Q4, above.

\* \* \*

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<sup>3</sup> This practice appears to have ended during the tenure of Mayor Charlie Roberts.

<sup>4</sup> This is an appropriate opportunity to highlight two nuances of the meaning of the word "policy." In the legislative context, the word "policy" means a rule or statement of guiding principle. In the administrative context, the word "policy" means procedure.

## **Salt Lake City RDA**

As part of the research conducted in answering the above questions, I spoke with Katherine Lewis, Senior Salt Lake City Attorney, who has helped Salt Lake City (SLC) in a recent two-year process to re-establish the respective roles of the SLC RDA Board and Executive Director. The process was initiated by Mayor Biskupski, who observed the SLC RDA Board exercising what she perceived to be executive powers. The determination of the SLC Attorney's Office was that, in the council-mayor form of government, the separation of powers paradigm governing the city forms a separation of powers overlay on the RDA. (In reaching its determination, SLC consulted with Ogden City, which had reached the same determination.) This determination was a "major cultural shift" for the SLC RDA Board and staff and caused the SLC RDA to overhaul its by-laws and policies to more clearly reflect the separation of powers paradigm. Ms. Lewis has provided to me the revised by-laws and policies of the SLC RDA, which I append hereto for your consideration.

## **Kyle Fielding**

At the request of the RDA Board, I submitted this memorandum to Kyle Fielding of the law firm of McDonald Fielding for review and comment. We met on Friday, July 13, 2018, to discuss the present issues. We discussed both our common and differing viewpoints and quickly came to consensus on the matters explained below.

First, both municipal statutes (Title 10) and RDA statutes (Title 17C) seem drafted for Utah's "traditional" forms of municipal government, where legislative and executive powers are co-mingled and shared within the governing body, composed of the city council and the mayor. More modern amendments to each body of statutes to accommodate the non-traditional council-mayor form of government did little to harmonize themselves with the larger body of traditional statutory and case law, creating internal legal conflicts, leaving legal gaps, and causing some confusion. Thus, in the context of the council-mayor form of government, the traditional form of government statutes, with co-mingled executive and legislative powers, must be analyzed under the rubric of traditional separation of powers principles.

Second, despite the somewhat messy state of Utah's statutory framework as applied to the council-mayor form of municipal government, the principles of separation of municipal legislative and executive powers provide an overarching governing concept in the council-mayor form of government, with persuasive application to RDAs such as the Tooele RDA. That application is not absolute or precise, but rather in the nature of an overlay. Particular matters of RDA legislative v. executive power must be analyzed and resolved, either on a case-by-case basis or through enacted policies (and sometimes both).

Third, cities and RDAs are separate governmental entities with different core purposes and functions. The RDA principal purpose of project area development provides a narrow policy focus for RDAs, whereas cities have a broader range of policy purposes, including the enactment and enforcement of laws. Unlike cities, RDAs do not have general police or taxing powers. Where the RDA does not enact laws, RDA policy-making manifests substantive qualitative differences from municipal policy-making. While RDAs do not enact legislation like cities do, RDAs still enact policy, for example, through the formulation and adoption of RDA project area plans. These



plans establish the RDA's policies for each project area. The implementation of the plans, similar to the enforcement of municipal laws, is administrative in nature and the realm of the Mayor/RDA Executive Director. (Kyle Fielding Comment: The adoption of those plans is quite clearly legislative in nature and the realm of the board. RDA statutes also generally require board approval of nearly all core RDA functions, including, for example, the creation of project areas, the adoption of project area plans and budgets, adopting an annual budget, engaging in project area development, issuing bonds, approving participation agreements, approving interlocal cooperation agreements, creating a housing plan, paying for certain land and publicly owned infrastructure, and authorizing inter-project area loans. One of the common criticisms of RDAs generally (not just in Utah) is the lack of transparency; one reason why boards may have a bit more involvement in traditionally "executive" situations may be to combat this lack of transparency argument. Board activity, in open and public meetings, is more transparent than executive activity performed outside of open and public meetings.)

Fourth, the precise line between legislative powers and executive powers, both in the municipal and RDA contexts, is not defined by statute and cannot be determined with precision, particularly in the abstract. Even in practical application scenarios, what may seem legislative in one context can seem executive in another. An example of problematic legislative-executive determinations can be seen in the area of property acquisition. The process of determining which properties should be bought or sold, and when and why, seems to involve significant policy considerations and to tend toward being legislative in nature. This is particularly true absent a planning document establishing property acquisition policies, such as, a parks capital facilities plan or an RDA project area plan. However, where the city or the RDA has such a plan in place, the purchasing policy already may be embedded in the plan itself. (Kyle Fielding Comment: RDA statute is clear that board approval is required for any real estate purchase outside of board-established project areas.) The actual purchase or sale of the property pursuant to an adopted plan lacks the aspect of policy formulation, tending toward administrative policy implementation. (Kyle Fielding Comment: So, in the RDA realm at least, even the authority to purchase, sell, and otherwise manage real property may generally be the realm of the board, but then in certain situations may be implemented by the Executive Director according to board-approved project area plans. This is somewhat in conflict with the Utah Supreme Court's general holding that, in the City realm, the executive power of the Mayor includes the power to purchase and sell real property.)

Fifth, the best way to avoid perpetual struggles over where to draw the line between legislative and executive powers is to establish guiding principles in discreet areas of potential conflict, through negotiated, written, and approved by-laws, policies, and/or procedures. Such areas may include property purchases and sales, hiring, firing, and management of RDA staff, RDA use of City staff and resources, general procurement, RDA budget preparation and adoption, etc. (Kyle Fielding Comment: While the board clearly has statutory authority to adopt project area plans, the authority of the board over RDA actions outside of project areas is less clear. Most likely, the board has authority to establish policy even outside of project areas, as long as that policy is legislative in nature.)

Sixth, the RDA might be compared to a ship sailing the sea. The RDA Board exercises the policy-making function of determining the ship's destination and direction. The Mayor/Executive Director manages the ship, steers the helm, marshals the ship's hands, and delivers the ship to its destination.

(Kyle Fielding Comment: Given the requirements of RDA statutes for board approval of nearly all of the core functions of the RDA, the executive power in the RDA may be a bit more limited than the Mayor's executive power in the City, with the executive power in the RDA being more administrative than traditionally executive. However, without actually applying the principles outlined in this memorandum in certain factual scenarios presented to the RDA over time, it is impossible to know the exact extent to which this distinction may matter, or not matter.)

Mr. Fielding suggested that judicial decisions and legislative enactments might serve to clarify executive and legislative functions in RDAs.

\* \* \*

Conclusion. My consultations with Ms. Lewis and Mr. Fielding lead me to believe in the correctness of my conclusions and opinions expressed earlier in this memorandum.

Appendix: Summary of Utah Supreme Court Cases on Separation of Powers

- *Martindale v. Anderson*, 581 P.2d 1022, 1027 (Utah 1978). This case arose from a lawsuit brought by the Logan City Council against the Mayor.

[The Utah Code] “provides for the absolute separation of executive and legislative powers.”

“Simply stated, legislative powers are policy making powers, while executive powers are policy execution powers. Legislative power, as distinguished from executive power, is the authority to make laws, but not to enforce them or appoint the agents charged with the duty to make such enforcement. The latter are executive functions. They are the acts necessary to carry out legislative policies and purposes and are deemed acts of administration.”

“The Act, by direct implication, confers policy-making functions upon the Council since it expressly empowers the Mayor to execute the policies adopted by the Council.... [T]hose policy-making powers only pertain to [the Council's] authority to prescribe by ordinance the general rules to be followed by the executive branch in exercising its powers of property management.”

Property sale, purchase, and management. “The policy-making powers reserved to the Council clearly do not encompass decisions to buy or sell property or to otherwise manage it. On the contrary, those policy-making powers only pertain to its authority to prescribe by ordinance the general rules to be followed by the executive branch in exercising its powers of property management. We consequently hold that the management of city property, including its sale and purchase, is an executive function reserved to the Mayor.”

Subdivision approval. “. . . the Council has no executive powers to delegate and it only exercised its legislative powers in adopting the ordinances which established the policies to be executed by the Mayor in reviewing and approving subdivisions.” “. . . the approval of subdivision plots by the Mayor of a city under the council-mayor form of government constituted an exercise of executive, not legislative, power.” “. . . the Mayor's approval of subdivision plats is an appropriate exercise of executive power.”

Zoning. “. . . the authority to resolve zoning disputes is properly an executive function rather than a legislative one.” “. . . the passage of general zoning ordinances and the determination of zoning policy is properly vested in the legislative branch.”

Administrative appeals. “. . . a City Council under the council-mayor form of government may not hear appeals from zoning decisions of a planning commission.”

- *Salt Lake County Cottonwood Sanitary Dist. v. Sandy City*, 879 P.2d 1379 (App. 1994)

Administrative appeals. “Because the hearing of such appeals involves the implementation of policy, we conclude that the hearing of conditional use permit appeals is an executive function and not a legislative function . . . the hearing of a conditional use permit appeal is necessarily an executive function.”

- *Mouty v. Sandy City Recorder*, 2005 UT 41, 122 P.3d 521 (2005).

“. . . the legislature has allocated only legislative authority to City Councils operating under the council-mayor form of government.”

- *Scherbel v. Salt Lake City Corp.*, 758 P.2d 897(Utah 1988).

[In a council-mayor municipality,] "the authority to resolve zoning disputes is properly an executive function rather than a legislative one." “. . . the passage of general zoning ordinances and the determination of zoning policy [are] properly vested in the legislative branch.”

- *Sandy City v. Salt Lake County*, 827 P.2d 212 (Utah 1992).

“. . . as a legislative function cannot be properly delegated to an executive body, an executive function, such as enforcing a zoning decision, cannot be delegated to a legislative body.”

- *Salt Lake County Commission v. Salt Lake County Attorney*, 1999 UT 73, 985 P.2d 899 (1999).

“The County Attorney has an attorney-client relationship only with the County as an entity, not with the Commission or the individual Commissioners apart from the entity on behalf of which they act.”

“. . . the County must be represented by the elected attorney in all matters falling within the scope of the attorney-client relationship unless that person cannot act, either because of a refusal to do so, an incapacity, or a disqualification, as by a conflict of interest. That means that the Commission cannot hire outside counsel to advise it when it disagrees with the advice of the elected attorney, or when it does not like the manner in which that person performs the duties of the office . . . if the elected attorney cannot or will not fulfill the role assigned by statute as attorney to the governmental entity, then the agents of the entity may retain outside counsel to perform those duties that the elected attorney cannot or will not perform.”

“The County Attorney is the legal representative for the County and cannot be displaced by the Commission without the agreement of the attorney or a formal declaration by an appropriate authority [e.g., the District Court or the Attorney General's Office] that the attorney is unavailable to act in that capacity.”

- Rule 1.13 of the Utah Rules of Professional Conduct (for attorneys).

“(a) A lawyer employed or retained by an organization represents the organization acting through its duly authorized constituents.”

“(b) A lawyer elected, appointed, retained or employed to represent a governmental entity shall be considered for the purpose of this rule as representing an organization. The government lawyer's client is the governmental entity. . . .”

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-91**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH MUSCO SPORTS LIGHTING, LLC, FOR THE INSTALLATION OF COURT LIGHTING AT THE PICKLE BALL COURTS AT ELTON PARK.**

WHEREAS, the City Council and City Administration desire to use P.A.R. tax revenues to install court lighting at the pickle ball courts at Elton Park ("Lighting"), and,

WHEREAS, Musco Sports Lighting, LLC, has submitted a price of \$131,565.00 to install the Lighting; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to approve a Contract (see Exhibit A) with the Contractor to install the Lighting:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that a contract with the Contractor is hereby approved in the amount of \$131,565.00.

This Resolution is in the best interest of the general 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 \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

Exhibit A

Contract



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and Musco Sports Lighting, LLC \_\_\_\_\_ [NAME] of \_\_\_\_\_ [ADDRESS], a(n) \_\_\_\_\_ [individual/company type], (hereinafter "Contractor") enter into this Agreement on the 18 day of December, 2019 (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: Please see Musco Quote # 15032822 for a detailed description of the work to be done to provide lighting at the Elton Park pickleball courts
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 \$ 131,565.00 for fully performing the Services, pursuant to invoice.
  - b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
  - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by April 15, 2020 [DATE].
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 \$250,000.
  - 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 act or omission of Contractor or its agents in performance of this Agreement.
  - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
  - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance 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. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 et seq.
  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

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-84**

**A RESOLUTION OF THE TOOELE CITY COUNCIL REAPPOINTING MATT ROBINSON TO THE PLANNING COMMISSION.**

WHEREAS, Tooele City Charter Section 5-01 and Tooele City Code §2-3-3 states that there shall be seven members of the Tooele City Planning Commission, three of whom shall be appointed by the City Council, and four of whom shall be appointed by the Mayor; and,

WHEREAS, pursuant to Tooele City Code §2-3-3, the City Council and Mayor may each appoint an alternate Planning Commission member, to act with full authority for an absent member; and,

WHEREAS, all appointments to the Planning Commission extend through December 31<sup>st</sup> of alternating odd-numbered years in order to preserve a balanced rotation of member terms (TCC §2-3-3); and,

WHEREAS, the Council desires to reappoint Matt Robinson to the Planning Commission, for a term of four years, beginning January 1, 2020, and ending December 31, 2023; and,

WHEREAS, terms of the various members of the Planning Commission are shown on Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Matt Robinson is hereby reappointed to the Planning Commission for a four-year term beginning January 1, 2020, and expiring December 31, 2023, as shown in Exhibit A.

This Resolution shall take effect January 1, 2020, by authority of the Tooele City Charter, without further publication.

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

## Exhibit A

Planning Commission Member	Term Begin Date	Term End Date	Date of First Appointment
Matt Robinson (Council)	01-01-2020	12-31-2023	05-19-2010 (alternate)
Melanie Hammer (Mayor)	01-01-2020	12-31-2023	01-01-2010 (alternate)
Shauna Bevan (Council)	01-03-2018	12-31-2021	03-20-2013 (alternate)
Tyson Hamilton (Mayor)	11-07-2018	12-31-2021	02-03-2018 (alternate)
Phillip Montano (Mayor)	01-03-2018	12-31-2021	01-18-2006
Chris Sloan (Council)	01-03-2018	12-31-2021	02-16-2011 (alternate)
Ray Smart (Mayor)	01-01-2020	12-31-2023	01-01-2019 (alternate)
(Alternate) (Mayor)			
Bucky Whitehouse (Alternate) (Council)	01-17-2018	12-31-2021	01-17-2018 (alternate)

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-85**

**A RESOLUTION OF THE TOOELE CITY COUNCIL ACKNOWLEDGING THE MAYOR'S REAPPOINTMENTS OF MELANIE HAMMER AND RAY SMART TO THE PLANNING COMMISSION.**

WHEREAS, Tooele City Charter Section 5-01 and Tooele City Code §2-3-3 states that there shall be seven members of the Tooele City Planning Commission, three of whom shall be appointed by the City Council, and four of whom shall be appointed by the Mayor; and,

WHEREAS, pursuant to Tooele City Code §2-3-3, the City Council and Mayor may each appoint an alternate Planning Commission member, to act with full authority for an absent member; and,

WHEREAS, all appointments to the Planning Commission extend through December 31<sup>st</sup> of alternating odd-numbered years in order to preserve a balanced rotation of member terms (TCC §2-3-3); and,

WHEREAS, the Mayor has reappointed Melanie Hammer to the Planning Commission, for a term of four years, beginning January 1, 2020, and ending December 31, 2023; and,

WHEREAS, the Mayor has reappointed Ray Smart to the Planning Commission, for a term of four years, beginning January, 2020, and ending December 31, 2023; and,

WHEREAS, it is desirable for the City Council to acknowledge the Mayor's appointments to the Planning Commission by resolution so as to maintain an accurate record of all Planning Commission appointments; and,

WHEREAS, terms of the various members of the Planning Commission are shown on Exhibit A:

NOW, THEREFORE, BE IT ADKNOWLEDGED BY THE TOOELE CITY COUNCIL that the Mayor has reappointed Melanie Hammer and Ray Smart to the Planning Commission for four-year terms beginning January 1, 2020, and expiring December 31, 2023, as shown in Exhibit A.

This Resolution shall take effect January 1, 2020, by authority of the Tooele City Charter, without further publication.

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

## Exhibit A

<b>Planning Commission Member</b>	<b>Term Begin Date</b>	<b>Term End Date</b>	<b>Date of First Appointment</b>
Matt Robinson (Council)	01-01-2020	12-31-2023	05-19-2010 (alternate)
Melanie Hammer (Mayor)	01-01-2020	12-31-2023	01-01-2010 (alternate)
Shauna Bevan (Council)	01-03-2018	12-31-2021	03-20-2013 (alternate)
Tyson Hamilton (Mayor)	11-07-2018	12-31-2021	02-03-2018 (alternate)
Phillip Montano (Mayor)	01-03-2018	12-31-2021	01-18-2006
Chris Sloan (Council)	01-03-2018	12-31-2021	02-16-2011 (alternate)
Ray Smart (Mayor)	01-01-2020	12-31-2023	01-01-2019 (alternate)
(Alternate) (Mayor)			
Bucky Whitehouse (Alternate) (Council)	01-17-2018	12-31-2021	01-17-2018 (alternate)



TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-88**

**A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE LINDA VISTA SUBDIVISION.**

WHEREAS, Tooele City previously approved a subdivision final plat for the Linda Vista subdivision (the "Subdivision"), formerly platted and known as, and comprised of, the Vista Linda phase 1 and Vista Linda phase 2 subdivisions; and,

WHEREAS, Tooele City Code §7-19-35 requires that public improvements constructed in connection with an approved subdivision be accepted by Resolution of the City Council following verification by the City Engineer or the Director of Public Works that all the public improvements have been satisfactorily completed in accordance with the approved engineering plans and specifications and City standards; and,

WHEREAS, the Subdivision owners have provided proper Cash Bond Agreements and cash bonds with Tooele City dated September 19, 2017 (two agreements), and March 14, 2019, with a warranty bond for all of the Subdivision's public improvements in the amount of \$34,785.00; and,

WHEREAS, both of the above-referenced bond agreements contain the following language:

*under the Tooele City Code, the Improvements must be completed, inspected, and accepted prior to the issuance of a building permit for the land use approval or prior to the recordation of a subdivision final plat, as the case may be, except that a subdivision final plat may be recorded prior to the completion, inspection, and acceptance of the Improvements where the Applicant has completed an approved bond agreement and provided an associated bond*

; and,

WHEREAS, the required verification that all of the Subdivision's public improvements have been completed has been provided by way of the Certificate of Completion of Public Works, attached as Exhibit A:

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

1. the completed public improvements associated with the Linda Vista subdivision are hereby accepted, those improvements being reflected in the above-referenced Bond Agreements, as well as the Certificate of Completion of Public Works attached hereto as Exhibit A; and,
2. the one-year warranty period on all accepted public improvements shall begin retroactively on March 4, 2019, the date of the Certificate of Completion.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt  
Tooele City Recorder

S E A L

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

## Exhibit A

### Certificate of Completion of Public Works

TOOELE CITY CORPORATION  
 90 NORTH MAIN  
 TOOELE, UTAH 84074  
 (435) 843-2130



## Certificate of Completion of Public Works

(Start of One-Year Warranty)

Date: 02/25/2019

Permit No: P17-425	Public Work Elements*	Completed	Not Complete	Not Required
<b>Project Name:</b> Vista Linda Subdivision	Culinary Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Address:</b> 240 S Droubay Road	Secondary Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tooele, UT	Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Storm Drain / Pond	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Roads	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Owner/Developer:</b> Jack Walters	Curb & Gutter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
707 Vista Circle	Sidewalk	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tooele, UT	Street Lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Other / Comments:

Note: \*The above Public Work Elements are general in nature. See Public Works for detailed descriptions and comments:

Based upon review of documentation provided by the Developer/Owner, inspection records on file with the Community Development Department and upon site review, the above referenced public improvements for this project have been satisfactorily completed in accordance with the approved construction plans and specifications and Tooele City Standards.

Recommended By	Title	Date
	Civil Inspector	25 Feb 2019
	City Engineer	3-4-19
	Public Works	3.4.2019
	Community Development	3/4/19

Acknowledged and Accepted \_\_\_\_\_ City Council, Chair \_\_\_\_\_ Date \_\_\_\_\_

Scheduled Date for End of Warranty Final inspection: 02/25/2020 / 2-17-20

MEMORANDUM

To: Glenn Caldwell, Finance Director

From: Matthew Johnson, Assistant City Attorney

Date: October 2, 2019

RE: Partial Bond Release

The Public Works and Community Development Departments have verified with the attached Building Inspection report that all of the public improvements associated with the Vista Linda Phase 1 Curb and Gutter have been completed. The Project's one-year warranty period will begin upon the City Council's acceptance of the public improvements by resolution. On behalf of Tooele City, I authorize the release of the Performance Guarantee portion of the cash bond in the amount of **\$1,500.00**. Please make a check in this amount payable to **LTS Enterprises LLC**, and mail the check to **P.O. Box 323, Tooele, Utah 84074**. Retain \$34,785.00 as the warranty amount, which will be released pursuant to a separate memorandum from the City Attorney's Office at the conclusion of the one-year warranty period. Contact me with any questions or concerns. Thank you.

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-90**

**A RESOLUTION OF THE TOOELE CITY COUNCIL DECLARING SURPLUS CERTAIN IT EQUIPMENT, AND AUTHORIZING ITS DISPOSAL.**

WHEREAS, the Administrative Departments of the City have identified a number of IT equipment items, to include computers, that are no longer capable of meeting Tooele City's technology needs (see list of equipment attached as Exhibit A); and,

WHEREAS, the City Administration implemented a written policy, effective August 6, 2013, for the disposal of surplus IT equipment (see policy attached as Exhibit B); and,

WHEREAS, it is in the City's interest to make full use of IT equipment and then to dispose of, pursuant to policy, whatever equipment no longer serves the public interest; and,

WHEREAS, wherever possible, the City disposes of IT equipment by recycling it with a reputable local recycling company to minimize waste and environmental contamination:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the equipment listed in Exhibit A is hereby declared surplus and authorized for disposal pursuant to the policy attached as Exhibit B.

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

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



TOOELE CITY COUNCIL

(For)

(Against)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

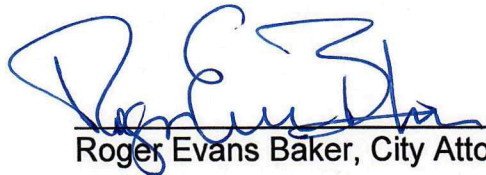
_____	_____
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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

  
\_\_\_\_\_  
Roger Evans Baker, City Attorney

# Exhibit A

## List of Surplus Equipment

Device	Model	S/N (IMEI for cell phones)	Wiped?
TV	Hitachi 55" TV	CH5JL20647	N/A
Printer	Laserjet Pro M277dw	VNB837LMMT	N/A
Printer	Deskjet 1510	CN4861N3BW	N/A
Printer	Canon PC980	TVH20238	N/A
Tablet	Ipad	13094003287974	N
Tablet	Ipad	13099006347477	N
Tablet	Ipad	013101007071989	N
Tablet	Ipad	13099000027018	N
Tablet	Ipad	01300006946381	N
UPS Battery	UPS Battery	7A1824L80745	
UPS Battery	UPS Battery	7A1551L06361	N/A
UPS Battery	UPS Battery	7A1542L11849	N/A
UPS Battery	UPS Battery	7A1551L06360	N/A
UPS	APC UPS	4B1229P23064	N/A
UPS	APC UPS	4B0918P2304	N/A
UPS	APC UPS	4B0443P29799	N/A
UPS	APC UPS	3B0815X86070	N/A
UPS	APC UPS	3B0815X71851	N/A
UPS	APC UPS	3B0728X39965	N/A
UPS	APC UPS	3B0728X39940	N/A
UPS	APC UPS	AB0521240480	N/A
UPS	APC UPS	4B0943P61032	N/A
UPS	APC UPS	4B1019P02419	N/A
UPS	APC UPS	3B0746X71567	N/A
UPS	APC UPS	3B0728X41781	N/A
UPS	APC UPS	3B0745C57909	N/A
UPS	APC UPS	BB0531002889	N/A
UPS	APC UPS	BB044061287	N/A
UPS	APC UPS	4B1505P42017	N/A
Smartphone	Samsung S8 Active	1357712082594770	Y
Smartphone	Samsung S8 Active	357712084299683	Y
Smartphone	Samsung J7	34775080633802	Y
Smartphone	Kyocera	014641002453798	Y
Smartphone	Samsung S9	359943090072297	Y

**Salvage List – Tooele City Library****12/02/2019****SERVER**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
1	HP ML350p	2M231502ZH	Replaced by newer equipment

**DESKTOP COMPUTERS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
1	HP ProDesk 400 G1 sff	2UA41713BL	Replaced by newer equipment
2	Lenovo ThinkCentre M81	1S7518E1UMJKNYCT	Replaced by newer equipment
3	Lenovo ThinkCentre M81	1S7518E1UMJLKFZT	Replaced by newer equipment
4	Lenovo ThinkCentre M81	1S7518E1UMJLKGAZ	Replaced by newer equipment
5	Asus AWE Station	D1PTBX000920	No longer needed
6	Lenovo ThinkCentre M81	1S7518E1UMJLKFZV	Replaced by newer equipment
7	Lenovo ThinkCentre M81	1S7518E1UMJLKFZR	Replaced by newer equipment
8	Lenovo ThinkCentre M81	1S7518E1UMJWLMBG	Replaced by newer equipment
9	Lenovo ThinkCentre M81	1S7518E1UMJKNYCV	Replaced by newer equipment

**LAPTOP COMPUTERS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
1	HP ProBook 4520s	2CE0130YY8	Replaced by newer equipment
2	HP ProBook 4520s	2CE0130YST	Replaced by newer equipment
3	HP 15-ay011nr	CND6263PN3	No longer needed
4	HP 15-ay011nr	CND6263Q1Z	No longer needed

**MONITORS**

	<b>Item</b>	<b>Serial #</b>	<b>Reason for salvage</b>
1	HP Compaq LA1751g	3CQ9530MXM	Replaced by newer equipment
2	Gateway FPD1530	LIC23171478	No longer needed
3	Gateway FPD1530	LIC23171471	No longer needed

4	KDS 17S	F5UZ4C046359U	No longer needed
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#### NETWORK EQUIPMENT & PRINTERS

	Item	Serial #	Reason for salvage
1	Epson TM-U220PB	F73G102150	Replaced by newer equipment
2	Epson TM-U220PB	F7G150836	Replaced by newer equipment
3	Gateway ATX Tower	0006648752	No longer needed

#### MISC ITEMS

	Item	Serial #	Reason for salvage
1	Keyboards (12)	NA	Replaced by newer equipment
2	Mice (10)	NA	Replaced by newer equipment
3	Barcode readers (4)	NA	Replaced by newer equipment
4	Typewriter	NA	No longer needed
5	Philips VHS/DVD player	NA	No longer needed
6	NIX X15A Digital Frame	NA	No longer working
8	Motorola CLS1410 radio	NA	No longer working

## Exhibit B

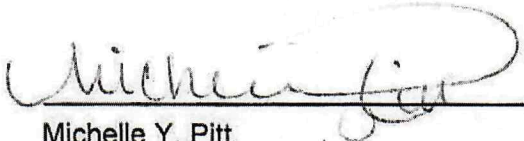
### Disposal Policy

### Disposal of Technology-Related Equipment Procedure

1. As employees get new technology-related equipment/items or no longer need certain equipment/items, they will give the old or unwanted equipment/items to the Information Systems (I.S.) Department;
2. The I.S. Department will keep the equipment/items intact for minimum of 3 months in case employees need to retrieve files or other information from it;
3. After the appropriate time has passed, the I.S. Department will determine if there are parts that can be salvaged from the equipment/items;
4. If parts can be salvaged from the equipment/items, the I.S. Department will tear down the equipment/items, take and store the parts;
5. The I.S. Department will make a list of the equipment/items to be disposed (after parts have been salvaged), by description, model, make, part number, or any other identifying names and/or numbers;
6. The list will be taken to the City Council by Resolution to be declared surplus, along with a recommendation of the desired method of disposal;
7. Equipment/items do not need to be presented to City Council individually, rather a listing of multiple equipment/items and types may be taken at the same time to the City Council to be declared surplus through a single Resolution;
8. The equipment/items will be disposed of, sold, donated, or recycled according to the method declared in the Resolution;
9. Any proceeds from the sale of, or recycling of, equipment/items will be returned to the Tooele City Finance Department;
10. After the equipment/items have been declared surplus, the I.S. Department will erase all data contained in the equipment/item(s) so that information cannot be retrieved from the equipment/item(s), and following procedure will be followed:
  - a. If equipment/items are deemed completely unusable, or the worth is determined to be under \$100, they may be disposed of.
  - b. If equipment/items are to be sold:
    - i. The sale of surplus equipment/items will be properly noticed;
    - ii. Sealed bids will be received;
    - iii. Equipment/item will be sold as is to the highest bidder;
    - iv. The highest bidder must make payment in cash within 24 hours to the Finance Department prior to receiving any equipment/items. Otherwise the next-high bid will be accepted.
  - c. If the equipment/items are to be donated:
    - i. The donation of surplus equipment/items will be properly noticed;
    - ii. Equipment/items will be donated as is to another state agency or non-profit agency with a written agreement between the two entities.
    - iii. If equipment/items are to be recycled, the equipment/items will be recycled through a local recycling center or a center near and economically feasible to the city.

11. After equipment/items have been disposed of, through one of the means described above, the I.S. Department will retain records of said disposal for 3 years.
12. At no time will any equipment/item(s) be given to an employee, unless an employee is the highest bidder in the sale process listed in Item #10(b) above. Notwithstanding the previous statement, at no time may a member of the IS Department, or any other employee involved in the decision making process that declared the property as surplus, bid for or purchase equipment that was declared surplus by the Department.

Dated this 6<sup>th</sup> day of August, 2013,



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Michelle Y. Pitt  
Tooele City Recorder



**TOOELE CITY CORPORATION**

**RESOLUTION 2019-92**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH NICKERSON COMPANY, INC., FOR REPAIRS TO WELL 14.**

WHEREAS, Well 14 is the Tooele City culinary water well located at the Rodeo Grounds; and,

WHEREAS, Nickerson Company, Inc., ("Company") provides well pump and motor maintenance and repair services to Tooele City and enjoys a good reputation in the industry; and,

WHEREAS, the City Administration recommends retaining the Company to perform repairs to Well 14 for its improved functioning, the specific repairs enumerated in the attached Exhibit A; and,

WHEREAS, the City Administration recommends contracting with the Company for the repairs, in the amount of \$61,665:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that a contract with Nickerson Company, Inc., to perform the repairs on Well 14, is hereby approved, and that the Mayor is hereby authorized to sign a contract with the Company for the repairs (see Exhibit A).

This Resolution is in the best interest of the general 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 \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

Exhibit A

Contract

NICKERSON COMPANY, INC. WARRANTY, TERMS AND CONDITIONS OF SALE.

PURCHASER: Tooele City Corporation P.O.# \_\_\_\_\_

DESCRIPTION: Rodeo Grounds Well - see attached Estimate Sheet

All orders shall be made out to Nickerson Company, Inc. at P.O. Box 25425, Salt Lake City, Utah 84125 and shall be subject to acceptance by Nickerson Company, Inc.

1. **CONSTRUCTION AND LEGAL EFFECT.** Our sale to you will be solely upon the terms and conditions set forth herein. They supersede and reject any conflicting terms and conditions of yours, any statement in yours to the contrary notwithstanding. Exceptions to any of our terms and conditions must be contained in a written or typed (not printed) statement received from you; we shall not be deemed to have waived any of our terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer. No representation of any kind has been made by us except as set forth herein; this agreement conclusively supersedes all prior writings and negotiations with respect thereto and we will furnish only the quantities and items specifically listed on the face hereof; we assume no responsibility for furnishing other equipment or material shown in any plans and/or specification for a project to which the goods ordered herein pertain. Any action for breach of contract must be commenced within one year after the cause of action has accrued. Our quoted prices, discounts, terms and conditions are subject to change without notice.

2. **PRICES.** Unless otherwise noted on the face hereof, prices are net F.O.B. Point of Origin. Service time of a factory-trained service man is not included and may be charged extra. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of goods ordered or sold will be added to billing unless you provide us with an appropriate exemption certificate.

3. **DEFECTIVE EQUIPMENT AND LIMITATION OF WARRANTIES.** Providing purchaser notifies us promptly, if within one year from date of shipment equipment sold by Nickerson Company, Inc. fails to function properly under normal, proper and rated use and service because of defects in material or workmanship demonstrated to our satisfaction to have existed at the time of delivery, the company reserving the right to either inspect them in your hands or request their return to us will at our option repair or replace at our expense F.O.B. our Salt Lake City plant, or give you proper credit for such equipment or parts determined by us to be defective, if returned transportation prepaid by purchaser. The foregoing shall not apply to equipment that shall have been altered or repaired after shipment to you by anyone except our authorized employees, and the company will not be liable in any event for alterations or repairs except those made with its written consent. Purchaser shall be solely responsible for determining suitability for use and the company shall in no event be liable in this respect. The equipment or parts manufactured by others but furnished by us will be repaired or replaced only to the extent of the original manufacturer's guarantee. Our obligations and liabilities hereunder shall not be enforceable until such equipment has been fully paid for. Purchaser agrees that if the products sold hereunder are resold by purchaser, he will include in the contract for resale, provisions which limit recoveries against us in accordance with this section. In case of our failure to fulfill any performance representation, it is agreed that we may at our option remove and reclaim the equipment covered by this agreement at our own expense and discharge all liability by repayment to the purchaser of all sums received on account of the purchase price. (The foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties, or merchantability or fitness for a particular purpose or otherwise, express or implied by connection with the sale or furnishing of goods or parts, their design, suitability for use, installation or operation.) We will in no event be liable for any direct, indirect, special or consequential damages or delay resulting from any defect whatsoever, and our liability under no circumstances will exceed the contract price for the goods for which liability is claimed.

4. **DELIVERY.** Delivery, shipment and installation dates are estimated dates only, and unless otherwise specified, are figured from date of receipt of complete technical data and approved drawings as such may be necessary. In estimating such dates, no allowance has been made, nor shall we be liable directly or indirectly for delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather, or any causes beyond our control or causes designated Acts of God or force majeure by any court of law, and the estimated delivery date shall be extended accordingly. We will not be liable for any damages or penalties whatsoever, whether direct, indirect, special consequential, resulting from our failure to perform or delay in performing unless otherwise agreed in writing by an authorized officer.

5. **OPERATING CONDITIONS AND ACCEPTANCE.** Recommendations and quotations are made upon the basis of operating conditions specified by the Purchaser. If actual conditions are different than those specified and performance of the equipment is adversely affected thereby, Purchaser will be responsible for the cost of all expenses incurred in, and reasonable profit for, performance of the equipment is adversely affected thereby, Purchaser will be responsible for the cost of all changes in the equipment required to accommodate such conditions, and we reserve the right to cancel this order and Purchaser shall reimburse us for all costs and expenses incurred in, and reasonable profit for, performance hereunder. We reserve the right to refuse any order based upon a quotation containing an error. The provisions in any specification or chart issued by Nickerson Co. are descriptive only and are not warranties or representations; Nickerson Co. will certify to a rated capacity in any particular product upon request. Capacity head and efficiency certifications are based on shop tests and when handling clear, fresh water at a temperature not over 85° F. Certifications are at this specified rating only and do not cover sustained performance over any period of time nor under conditions varying from these.

6. **SHIPPING.** Unless you specify otherwise in writing, (a) goods will be boxed or crated as we may deem proper for protection against normal handling, and extra charge will be made for preservation, waterproofing, export boxing and similar added protection of goods; (b) routing and manner of shipment will be at our discretion, and may be insured at your expense, value to be stated at order price. On all shipment F.O.B. our plant, delivery of goods to the initial carrier will constitute delivery to you and all goods will be shipped at your risk. A claim for loss of damage in transit must be entered with the carrier and prosecuted by you. Acceptance of material from a common carrier constitutes a waiver of any claims against us for delay or damage or loss.

7. **CANCELLATION AND RETURNED EQUIPMENT.** Orders may be cancelled only with our written consent and upon payment or reasonable and proper cancellation charges. Goods may be returned only when specifically authorized and you will be charged for placing returned goods in saleable condition, any sales expenses then incurred by us, plus a restocking charge and any outgoing and incoming transportation costs which we pay.

8. **CREDIT AND PAYMENT.** Payment for products shall be 30 days net. Pro-rata payments shall become due with partial shipments. A late charge of 2 percent per month or the maximum permitted by law, which ever is less, will be imposed on all past due invoices. We reserve the right at any time to alter, suspend, credit, or to change credit terms provided herein, when in our sole opinion your financial condition so warrants. In such case, in addition to any other remedies herein or by law provided. Failure to pay invoices at maturity date at our election makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled, and we may terminate this agreement. Acceptance by us of less than full payment shall not be a waiver of any of our rights. You represent by sending each purchase order to us that you are not insolvent as that term is defined in applicable state or federal statutes. In the event you become insolvent before delivery of any products purchased hereunder, you will notify us in writing. A failure to notify us of insolvency at the time of delivery shall be construed as a reaffirmation of your solvency at that time. Irrespective of whether the products purchased hereunder are delivered directly to you, or to a customer of yours, and irrespective of the size of shipment, we shall have the right to withhold or reclaim goods under the applicable state and federal statutes. Where you are responsible for any delay in shipment the date of completion of goods may be treated by us as the date of shipment for purposes of payment. Completed goods shall be held at your cost and risk and we shall have the right to bill you for reasonable storage and insurance expenses. Regardless of price quoted, all orders will be invoiced in the minimum amount of \$50.00 net.

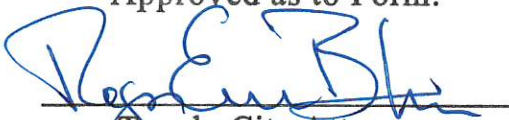
9. **INSPECTION.** Inspection of goods in our plant by you or your representative will be permitted insofar as this does not unduly interfere with our workflow, provided that complete details of the inspection you desire are submitted to us in writing in advance.

10. **RECORDS, AUDITS AND PROPRIETARY DATA.** Unless otherwise specifically agreed in writing signed by an authorized officer, neither you nor any representative of yours, nor any other person, shall have any right to examine or audit our cost accounts, books or records of any kind or on any matter, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which we, in our sole discretion, may consider in whole or part proprietary to ourselves.

The undersigned accepts this quotation and agrees to the warranty terms and conditions printed on this sheet, and acknowledges that he and, or she is bound thereby and it is fully understood and agreed that ownership, title and right of unrestricted repossession of property, shall remain with the Nickerson Company, Inc., until paid for in full. The signers hereof agree that if any default of this contract occurs, they will return all above merchandise in good order upon demand, and all payments previously made are to be forfeited for rental and use thereof, plus an additional sum for any legal or attorney fees incurred in the enforcement of above provisions.

SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
Please sign and return to Nickerson Co. with order.

Approved as to Form:

  
Tooele City Attorney



Estimate Sheet

Nickerson Company, Inc.
P.O. Box 25425
2301 West Indiana Ave.
Salt Lake City, UT 84125

Table with columns: #, Item, Unit, Extension. Rows include: PULL/REINSTALL, MOTOR BENCH TEST, VIDEO, REVIDEO, BRUSH AND BAIL, SONAR JETTING, REPAIR OF EQUIPMENT. Includes handwritten checkmarks and a note about a new bowl price.

DO NOT PAY.

VENDOR # \_\_\_\_\_
P.O. # \_\_\_\_\_
DEPT. # 51-5100-252000
DATE 12.10.19
AMOUNT \$ 61,665.00
SIGNATURE SEVINS

			\$ -
	Options:		\$ -
			\$ -
	Freight:		INCLUDED
	Tax		NOT INCLUDED
	Total Price:		\$ 59,915.00
	Shipment:		\$ 6,650
	FOB:		

QUOTE GOOD FOR 4 WEEKS

Terms: Net 30 days  
Quoted by: Garry Noyce

Phone: 801-973-8888  
Fax: 801-973-8267

**STAFF REPORT**

December 6, 2019

**To:** Tooele City Planning Commission  
Business Date: December 11, 2019

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, City Planner / Zoning Administrator

**Re: Lexington Greens – Minor Subdivision Request**

Application No.: P19-868  
Applicant: Zenith Tooele LLC  
Project Location: Approximately 400 West 1200 North  
Zoning: MR-16 Multi-Family Residential Zone  
Acreage: Approximately 32 Acres 1,405,093 ft<sup>2</sup>)  
Request: Request for approval of a Minor Subdivision in the MR-16 Multi-Family Residential zone regarding the creation of 5 large pre-development lots.

**BACKGROUND**

This application is a request for approval of a Minor Subdivision for approximately 32 acres located at approximately 400 West 1200 North. The property is currently zoned MR-16 Multi-Family Residential. The applicant is requesting that a Minor Subdivision be approved to allow for the subdivision of the 32 acres into 5 large parcels for the purposes of establishing property lines for ownership. No development will occur on these parcels resulting from this subdivision. Each parcel will be required to undergo the entire subdivision or site plan process when each parcel develops.

**ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan calls for the Multi-Family Residential land use designation for the subject property. The property has been assigned the MR-16 Multi-Family Residential zoning classification, supporting approximately 16 dwelling units per acre. The purpose of the MR-16 zone is to “provide an environment and opportunities for high density residential uses, including single family detached and attached residential units, apartments, condominiums and townhouses.” The MR-16 Multi-Family Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Multi-Family Residential land use designation. Properties to the north, west and east are zoned R1-7 Residential. Properties to the south are zoned NC Neighborhood Commercial. All surrounding properties are currently vacant, undeveloped land. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

*Subdivision Layout.* This is a minor subdivision that establishes property lines for the purposes of ownership. Lots range in size from 5.2 acres up to 7.5 acres. The applicant of this subdivision will not be developing each parcels, therefore, each parcel will be required to undergo all required subdivision approvals when each parcel develops. The developer of the parcels will therefore be required to provide all road dedications, water rights, utility improvements and all other improvements and dedications required with a standard subdivision or site plan development when each parcel develops. Development will not occur on these parcels until these have been completed.

Criteria For Approval. The procedure for approval or denial of a Minor Subdivision request follows the same approval process as a Final Plat Subdivision, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-10, 11 and 35 of the Tooele City Code.

## **REVIEWS**

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

1. This subdivision plat is solely for the purpose of establishing property lines for ownership. This plat does not entitle any development or construction. All entitlements and developability, including infrastructure, easements, and property dedications as needed, must be established through further land use applications and approvals according to the Tooele City Code.

Engineering Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Minor Subdivision submission and have issued a recommendation for approval for the request with the following proposed condition:

1. Prior to recordation of the Final 5 lot minor subdivision plat, the developer will provide all required out of plat public utility, drainage and ingress and egress easements, as shown on the plat.

## **STAFF RECOMMENDATION**

Staff recommends approval of the request for a Minor Subdivision by Zenith Tooele LLC, application number P19-868, 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 developer of the parcel(s) will be required to provide all road dedications, water rights, utility improvements and all other improvements and dedications required with a standard subdivision or site plan development when each parcel develops.
6. Each parcel will be required to undergo all required subdivision approvals when each parcel develops.
7. This plat does not entitle any development or construction.
8. All entitlements and developability, including infrastructure, easements, and property dedications as needed, must be established through further land use applications and approvals according to the Tooele City Code.
9. Prior to recordation of the Final 5 lot minor subdivision plat, the developer will provide all required out of plat public utility, drainage and ingress and egress easements, as



shown on the plat.

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.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Lexington Greens Minor Subdivision Request by Zenith Tooele LLC for the purpose of creating 5 lots, application number P19-868, based on the findings and subject to the conditions listed in the Staff Report dated December 6, 2019:”

1. List any additional findings and conditions...

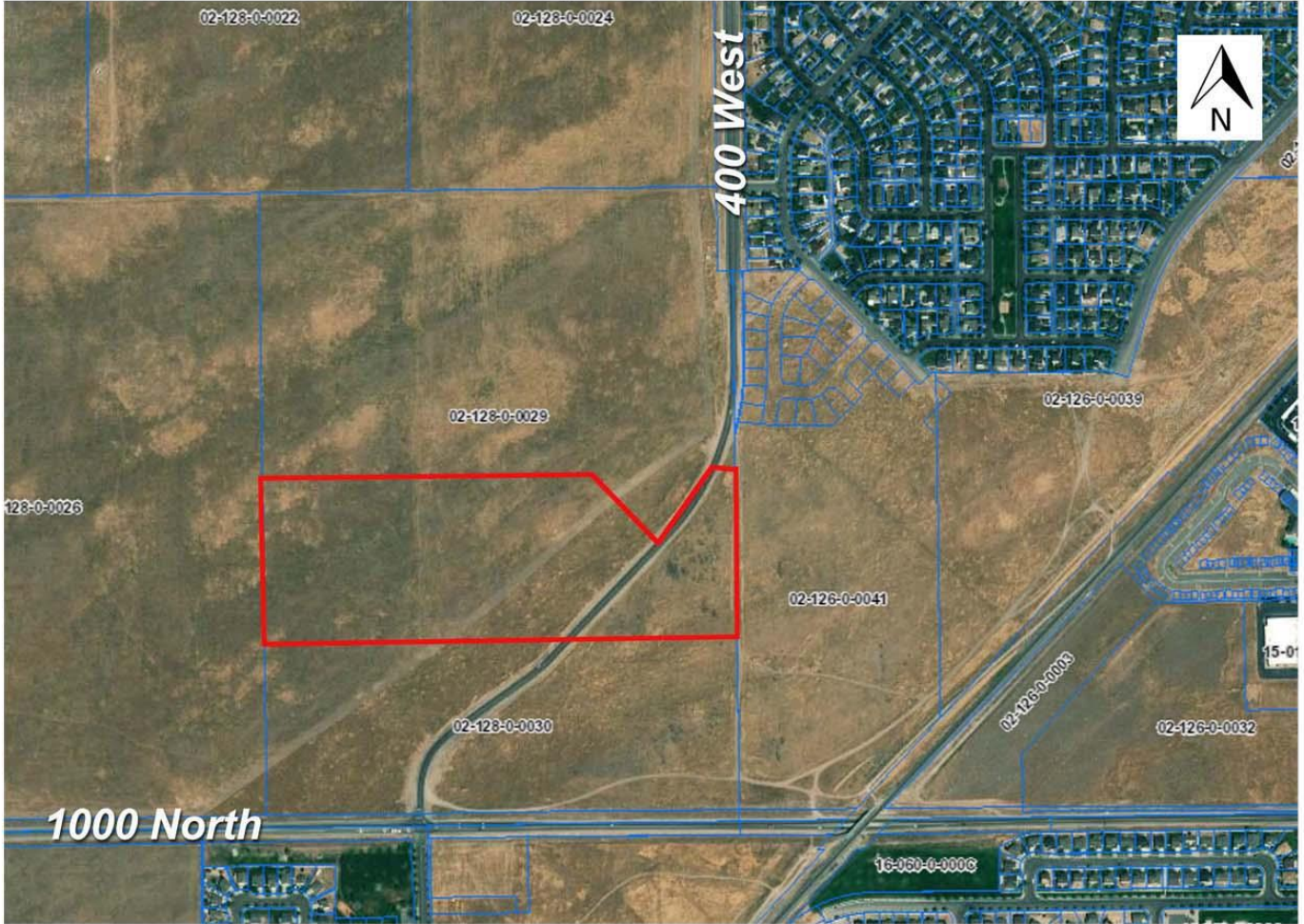
Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Lexington Greens Minor Subdivision Request by Zenith Tooele LLC for the purpose of creating 5 lots, application number P19-868, based on the following findings:”

1. List findings...

**EXHIBIT A**

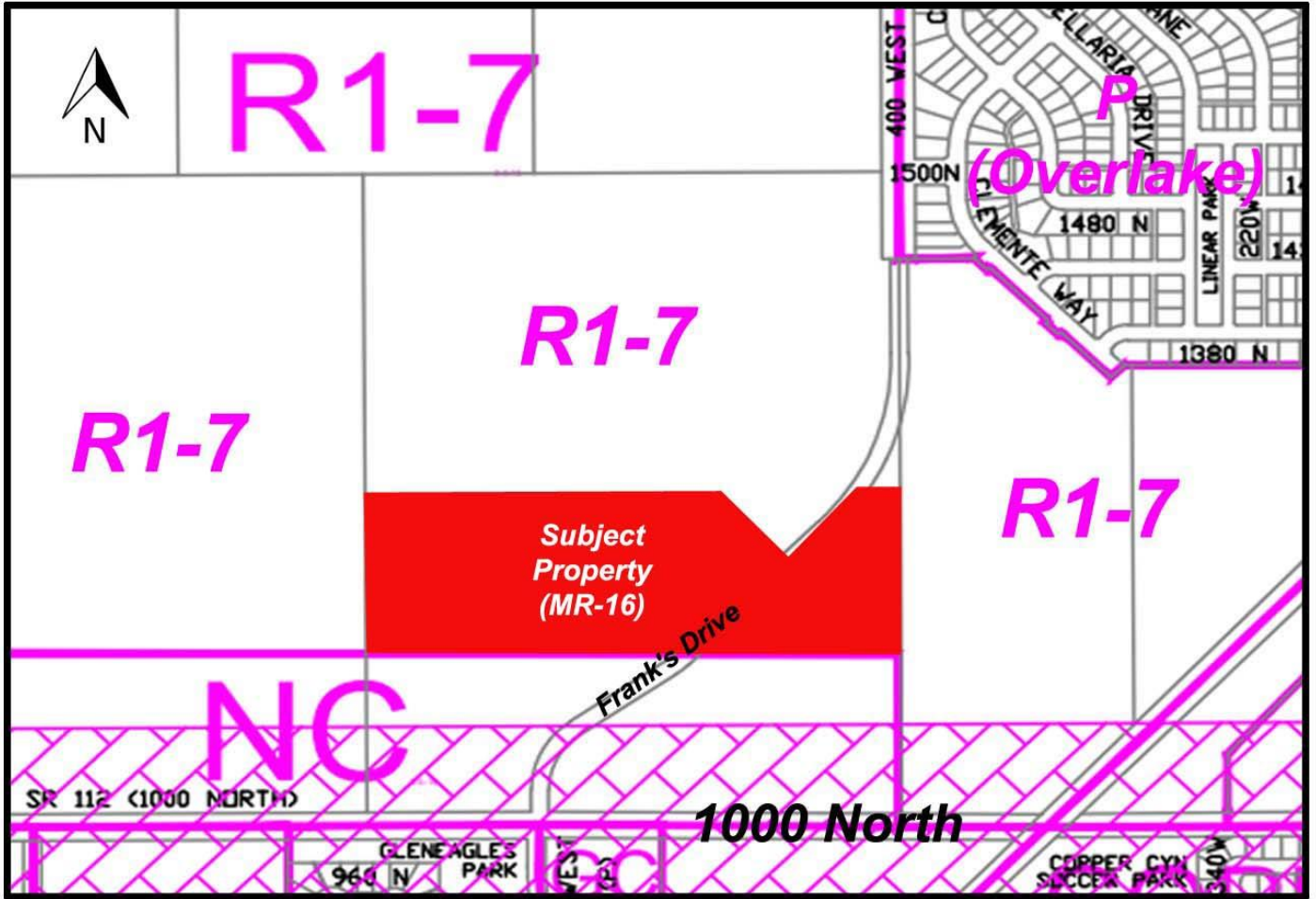
**MAPPING PERTINENT TO THE LEXINGTON GREENS MINOR SUBDIVISION**

***Lexington Greens Minor Multi-Family Subdivision***



***Aerial View***

**Lexington Greens Minor Multi-Family Subdivision**



**Current Zoning**

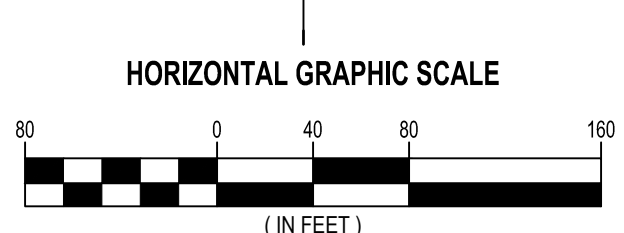
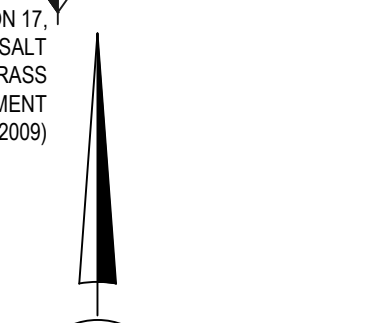
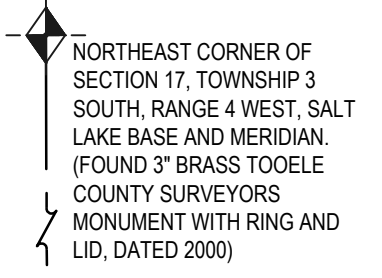
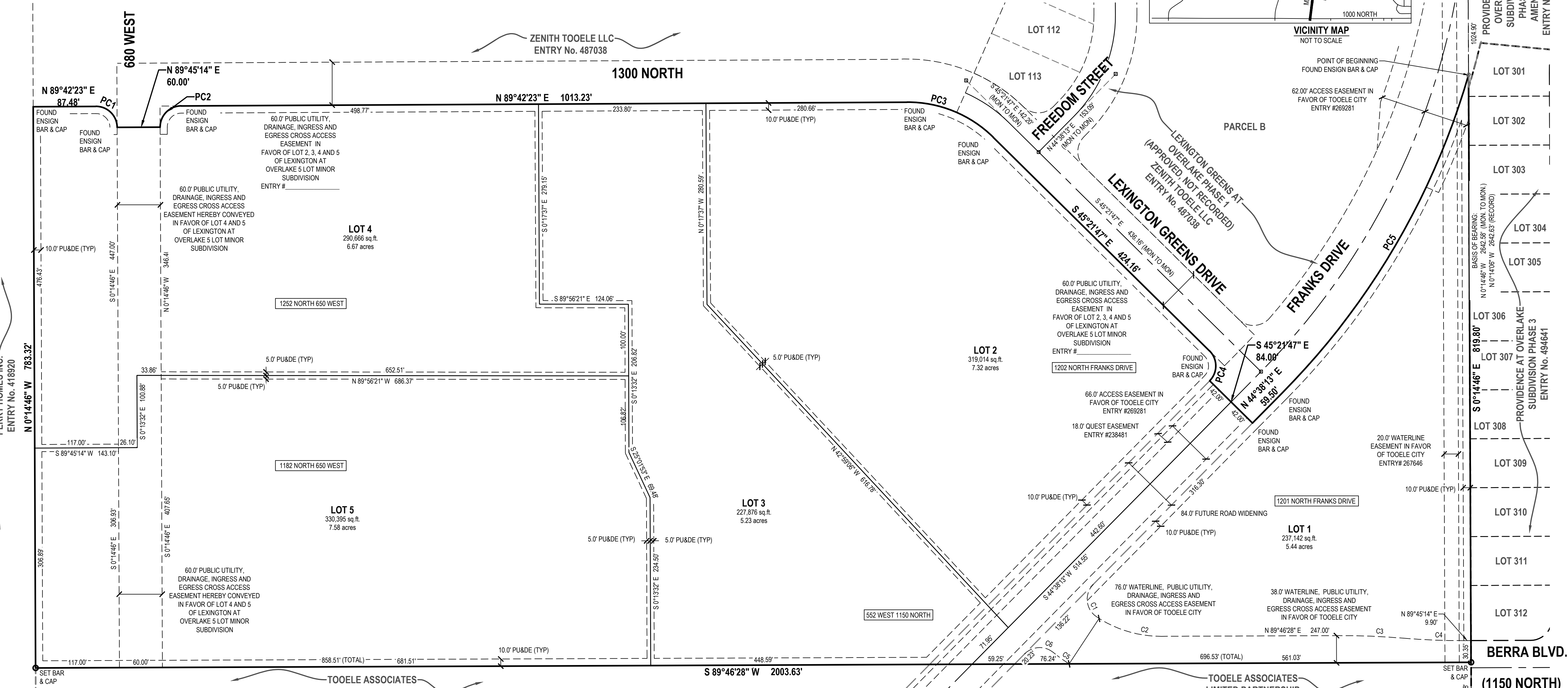
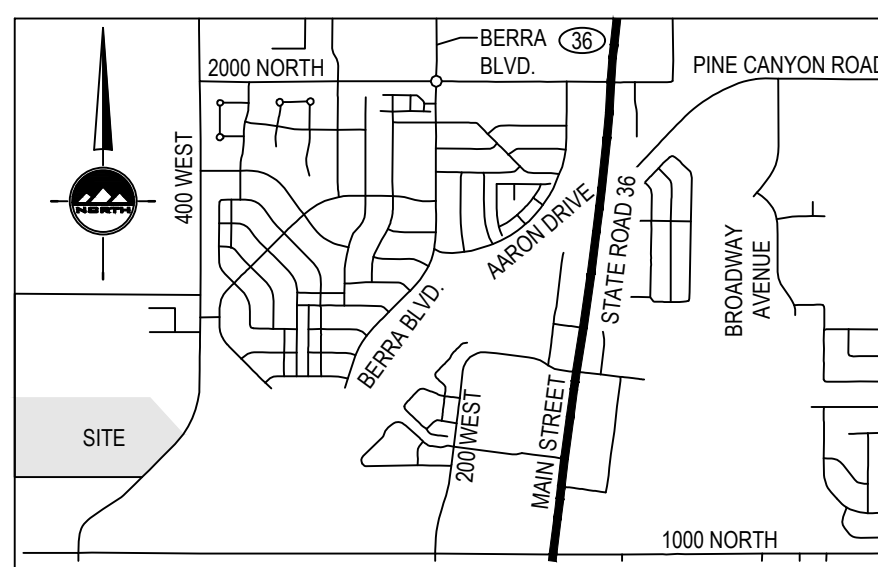
**EXHIBIT B**

**PROPOSED DEVELOPMENT PLANS**

# LEXINGTON AT OVERLAKE 5 LOT MINOR SUBDIVISION

## FINAL PLAT

LOCATED IN THE  
SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH,  
RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH



CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	29.50'	51.96'	100°55'04"	S8°49'19"E	45.50'
C2	162.00'	95.98'	33°56'41"	S73°15'12"E	94.58'
C3	1038.00'	90.85'	5°00'52"	S87°43'06"E	90.82'
C4	962.00'	84.54'	5°02'06"	S87°43'43"E	84.51'
C5	238.00'	27.64'	6°39'18"	S54°04'25"E	27.63'
C6	29.50'	43.57'	84°37'01"	N86°56'43"E	39.71'
PC1	29.50'	46.26'	89°51'18"	S45°21'58"E	41.67'
PC2	29.50'	46.31'	89°57'08"	N44°43'48"E	41.70'
PC3	170.00'	133.31'	44°55'51"	S67°49'42"E	129.92'
PC4	29.50'	46.34'	90°00'00"	S0°21'47"E	41.72'
PC5	1042.00'	519.40'	28°33'36"	N30°21'25"E	514.04'

NOTE:  $\frac{3}{4}$ " x 24" REBAR WITH YELLOW PLASTIC CAP STAMPED "ENSGN ENG. & LAND SURV." TO BE PLACED AT ALL LOT AND BOUNDARY CORNERS.

- THIS PLAT IS SOLELY FOR THE PURPOSE OF ESTABLISHING PROPERTY LINES FOR OWNERSHIP. THIS PLAT DOES NOT ENTITLE ANY DEVELOPMENT OR CONSTRUCTION. ALL ENTITLEMENTS AND DEVELOPABILITY, INCLUDING INFRASTRUCTURE, EASEMENTS, AND PROPERTY DEDICATIONS AS NEEDED, MUST BE ESTABLISHED THROUGH FURTHER LAND USE APPLICATIONS AND APPROVALS ACCORDING TO THE TOOELE CITY CODE.

LEGEND:  
- - - - - EXISTING STREET MONUMENT  
- - - - - PROPOSED STREET MONUMENT TO BE SET  
- - - - - SECTION CORNER  
- - - - - 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL, STAMPED "ENSGN ENG. & LAND SURV."  
- - - - - PUBLIC UTILITY & DRAINAGE EASEMENT  
- - - - - BOUNDARY LINE  
- - - - - ADJACENT PROPERTY LINE  
- - - - - SECTION LINE  
- - - - - CENTER LINE  
- - - - - EASEMENT LINE  
- - - - - RIGHT OF WAY LINE  
- - - - - ADJACENT RIGHT OF WAY LINE  
- - - - - TANGENT LINE

**COUNTY SURVEY DEPARTMENT APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY THE TOOELE COUNTY SURVEY DEPARTMENT.  
RECORD OF SURVEY FILE #2018-0074

TOOELE COUNTY SURVEY DIRECTOR \_\_\_\_\_

**ROCKY MOUNTAIN POWER COMPANY**

1. PURSUANT TO UTAH CODE ANN. § 84-3-27 THIS PLAT CONVEYS TO THE OWNERS(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)(C)(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\_\_\_\_

ROCKY MOUNTAIN POWER  
BY \_\_\_\_\_  
TITLE \_\_\_\_\_

**DOMINION ENERGY**

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET 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 ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

DOMINION ENERGY  
BY \_\_\_\_\_  
TITLE \_\_\_\_\_

**TOOELE CITY COUNCIL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY THE TOOELE CITY COUNCIL.

ATTEST: CITY RECORDER \_\_\_\_\_

**DEVELOPER**  
ZENITH DEVELOPMENT LLC  
2040 MURRAY HOLLADAY  
ROAD, SUITE 204  
SLC, UTAH 84117  
801-428-3755

**SHEET 1 OF 1**  
PROJECT NUMBER: 82608  
MANAGER: D. KINSMAN  
DRAWN BY: C. CHLD  
CHECKED BY: D. KINSMAN  
DATE: 12/9/2019

**TOOELE**  
169 North Main Street Unit 1  
Tooele, Utah 84074  
Phone: 435.843.3590  
Fax: 435.578.0108  
WWW.ENSGNENGM.COM

**SALT LAKE CITY**  
Phone: 801.262.0200  
**LAVTON**  
Phone: 801.547.1100  
**CEDAR CITY**  
Phone: 435.863.1453  
**RICHFIELD**  
Phone: 435.898.2826

**COUNTY TREASURER APPROVAL**

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY THE TOOELE COUNTY TREASURER.

TOOELE COUNTY TREASURER \_\_\_\_\_

**CITY ATTORNEY'S APPROVAL**

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY THE CITY ATTORNEY

TOOELE CITY ATTORNEY \_\_\_\_\_

**CITY ENGINEER'S APPROVAL**

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY THE CITY ENGINEER

TOOELE CITY ENGINEER \_\_\_\_\_

**COMMUNITY DEVELOPMENT APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY THE COMMUNITY DEVELOPMENT

TOOELE CITY COMMUNITY DEVELOPMENT \_\_\_\_\_

**PLANNING COMMISSION APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY THE TOOELE CITY PLANNING COMMISSION.

CHAIRMAN TOOELE CITY PLANNING COMMISSION \_\_\_\_\_

**TOOELE COUNTY RECORDER**

RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
FEES \_\_\_\_\_ TOOELE COUNTY RECORDER \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**  
I, Douglas J. Kinsman, do hereby certify that I am a Professional 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 subdivided said tract of land into lots and streets, hereafter to be known as LEXINGTON AT OVERLAKE 5 LOT MINOR 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, situated in the Southeast Quarter of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and in Tooele City, Tooele County, Utah, more particularly described as follows:

Beginning at a point on the West line of "Providence at Overlake Subdivision Phase 2 Amended" recorded in the Tooele County Recorder's Office as entry number 46225, book 20, page 56, also located on the Section line, which is located South 0°14'46" East 1024.50 feet along the Section line from the East Quarter Corner of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:  
thence South 0°14'46" East 819.80 feet along the Westerly boundary of said Providence at Overlake Subdivision Phase 2 Amended, to and along "Providence at Overlake Subdivision Phase 3" recorded in the Tooele County Recorder's Office as entry number 494641, book 20, page 90, also along the Section line;  
thence South 89°46'28" West 2003.63 feet;  
thence North 0°14'46" West 783.32 feet;  
thence North 89°42'23" East 87.48 feet;  
thence North 89°42'23" East of the arc of a 29.50-foot radius tangent curve to the right (center bears South 0°17'37" West, and the long chord bears South 0°21'47" East 41.72 feet, through a central angle of 89°51'18");  
thence North 89°45'14" East 60.00 feet;  
thence North easterly 46.31 feet along the arc of a 29.50-foot radius non-tangent curve to the right (center bears North 89°45'14" East, and the long chord bears North 44°43'48" East 41.70 feet, through a central angle of 89°57'08");  
thence North 89°42'23" East 1013.23 feet;  
thence South easterly 133.31 feet along the arc of a 170.00-foot radius tangent curve to the right (center bears South 0°17'37" East, and the long chord bears South 67°49'42" East 129.92 feet, through a central angle of 44°55'51");  
thence South 45°21'47" East 424.16 feet;  
thence South easterly 46.34 feet along the arc of a 29.50-foot radius tangent curve to the right (center bears South 44°38'13" West, and the long chord bears South 45°21'47" East 41.72 feet, through a central angle of 90°00'00") to the Northeasterly line of Franks Drive;  
thence South 45°21'47" East 84.00 feet to the Southeasterly line of Franks Drive;  
thence North 44°38'13" East 59.50 feet along said Southeasterly line;  
thence North easterly 519.40 feet along the arc of a 1042.00-foot radius tangent curve to the left (center bears North 45°21'47" West, and the long chord bears North 30°21'25" East 514.04 feet, through a central angle of 28°33'36"), along the Easterly line of Franks Drive, to the Point of Beginning.

Parcel contains: 1,405.093 square feet, or 32.24 acres.

**OWNER'S DEDICATION AND CONSENT TO RECORD**

Know all men by these presents that the undersigned are the owner(s) of the hereon described tract of land and hereby cause the same to be divided into lots, and streets together with easements as set forth hereon to be known as:

**LEXINGTON AT OVERLAKE 5 LOT MINOR 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) also hereby convey to Tooele City and to any and all public utility companies providing service to the hereon described tract a perpetual, non-exclusive easement over the streets and 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. The undersigned owner(s) also hereby conveys any other easements as shown hereon to the parties indicated and for the purposes shown hereon.

In witness whereof I have hereunto set my / our hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

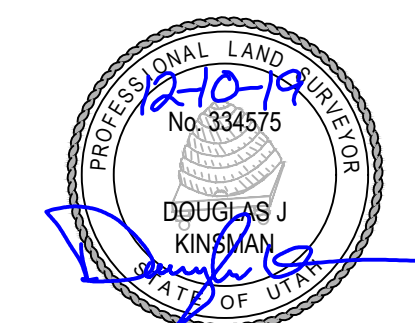
By: Zenith Tooele LLC Charles W. Akerow (Managing Director) By: \_\_\_\_\_  
By: Douglas J. Kinsman (Professional Land Surveyor, License No. 334575)

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF UTAH  
County of Tooele

On the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_  
personally appeared before me, the undersigned Notary Public, in and for said County of \_\_\_\_\_, \_\_\_\_\_ a Limited Liability Company, who after being duly sworn, acknowledged to me that He/She is the \_\_\_\_\_  
of \_\_\_\_\_ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

Notary's Full Name & Commission Number: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_ A Notary Public Commissioned in Utah



**LEXINGTON AT OVERLAKE 5 LOT MINOR SUBDIVISION FINAL PLAT**

LOCATED IN THE  
SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3  
SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH

**LEXINGTON AT OVERLAKE 5 LOT MINOR SUBDIVISION FINAL PLAT**

LOCATED IN THE  
SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3  
SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH

RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
FEES \_\_\_\_\_ TOOELE COUNTY RECORDER \_\_\_\_\_

## TOOELE CITY CORPORATION

### ORDINANCE 2019-35

#### **AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY ZONING MAP FOR PROPERTY AT APPROXIMATELY 2100 NORTH MAIN STREET.**

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

WHEREAS, the Tooele City General Plan includes various elements, including water, sewer, transportation, and land use. The Tooele City Council adopted the Land Use Element of the Tooele City General Plan, after duly-noticed public hearings, by Ordinance 1998-39, on December 16, 1998, by a vote of 5-0; and,

WHEREAS, the Land Use Element (hereinafter the “Land Use Plan”) of the General Plan establishes Tooele City’s general land use policies, which have been adopted by Ordinance 1998-39 as a Tooele City ordinance, and which set forth appropriate Use Designations for land in Tooele City (e.g., residential, commercial, industrial, open space); and,

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

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

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

WHEREAS, the City has received an application for Zoning amendments for properties located near 2100 North Main Street, as shown in the attached **Exhibit A**; and,

WHEREAS, the GC General Commercial zoning district is currently assigned to approximately 5.5 acres of land located at 2100 North Main Street (see map attached at **Exhibit A**); and,

WHEREAS, by Rezone Petition received on November 4, 2019, KMD LLC has requested the subject property be reassigned to the LI Light Industrial zoning district (see Rezone Petition attached as **Exhibit A**); and,

WHEREAS, on December 11, 2019, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as **Exhibit B**); and,

WHEREAS, on \_\_\_\_\_, the City Council convened a duly-advertised public hearing:

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

1. this Ordinance and the zoning amendments proposed therein are in the best interest of the City in that they will further economic development and are consistent with the desires of the affected property owners and are consistent with the General Plan and Land Use Plan; and,
2. the Zoning Map is hereby amended for the property located near 2100 North main Street as illustrated 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 \_\_\_\_\_, 20\_\_.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Baker, Tooele City Attorney



## Exhibit A

### Application for Zoning Amendment

# Zoning, General Plan, & Master Plan Map Amendment Application

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



*Notice:* The applicant must submit copies of the map amendment proposal to be reviewed by the City in accordance with the terms of the Tooele City Code. Once plans for a map amendment proposal 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 map amendment proposals shall be reviewed in accordance with the Tooele City Code. Submission of a map amendment proposal in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all applications be submitted well in advance of any anticipated deadlines.

P19-821

Project Information					
Date of Submission: 11/4/19		Current Map Designation: Split zone, LI/GC		Proposed Map Designation: Light Industrial	
Project Name: Fortress Self-Storage Development - SR36				Parcel #(s): 02-143-0.-0096	
Project Address: 2100 North & SR36				Acres: 5+ 5.53	
Proposed for Amendment: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: _____					
Brief Project Summary:  The present zoning of the property is split. The west side of the property is General Commercial (GC) and the East side is Light Industrial (LI). The split is approximately 50/50 in proportion between GC and LI.  We are seeking to remove the split zoning designation and have the proposed 5+ acre parcel entirely zoned as Light Industrial.					
Property Owner(s): WINTERGREEN GROUP LC BRYTEN "BRYTEN" JOHNSON, MEMBER			Applicant(s): KMD LLC		
Address: 5939 FM 52			Address: 121 W Misty Brook Ln		
City: PERLIN	State: TX.	Zip: 76486	City: Stansbury Park	State: UT	Zip: 84074
Phone: 801-558-8888			Phone: 435-224-4420		
Contact Person: Arno Kruisman			Address: 121 W Misty Brook Ln		
Phone:			City: Stansbury Park	State: UT	Zip: 84074
Cellular: 435-224-4420	Fax:		Email: arno@blacksaltint.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.

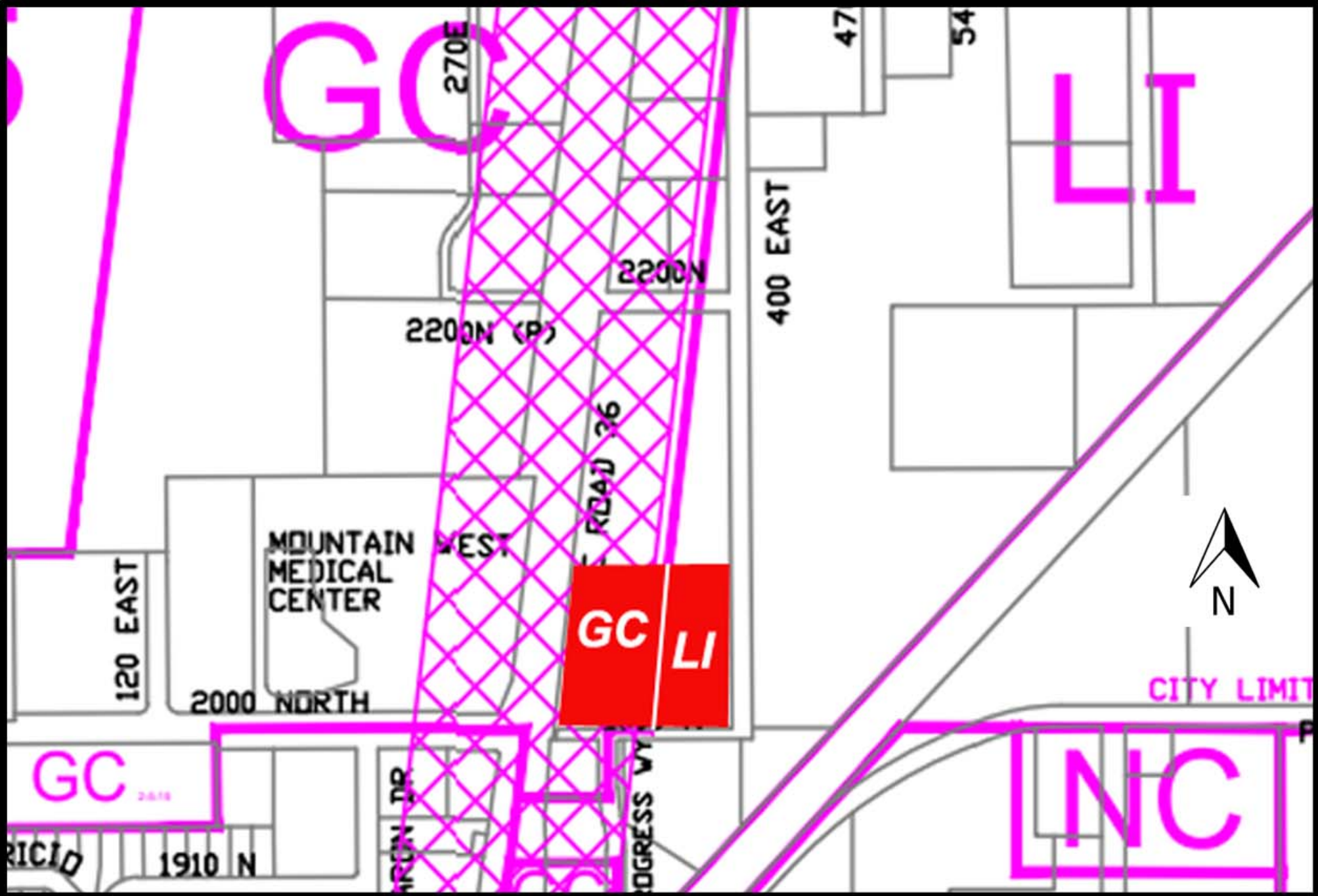
### Note to Applicant:

Zoning and map designations are made by ordinance. Any change of zoning or map designation is an amendment the ordinance establishing that map for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending the map may vary from as little as 2½ months to 6 months or more depending on the size and complexity of the application and the timing.

2190809

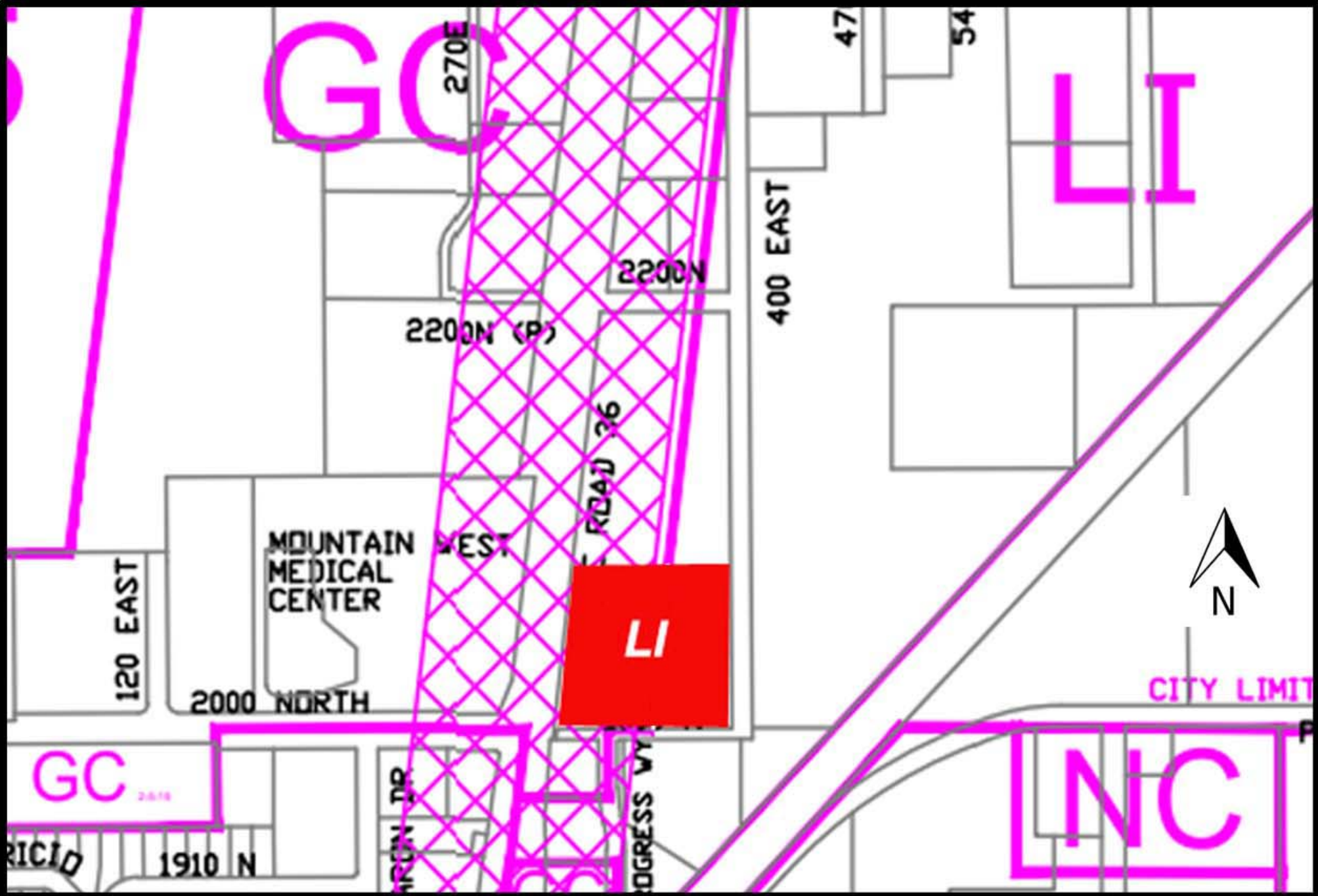
For Office Use Only			
Received By: <i>NO</i>	Date Received: 11/4/19	Fees: 1553 <sup>00</sup>	App. #: 003640841

# Fortress Self Storage Zoning Map Amendment



**Current Zoning**

# Fortress Self Storage Zoning Map Amendment



*Proposed Zoning*

## Exhibit B

### Planning Commission Minutes

**STAFF REPORT**

December 2, 2019

**To:** Tooele City Planning Commission  
Business Date: December 11, 2019

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, City Planner / Zoning Administrator

**Re: Fortress Self Storage – Zoning Map Amendment Request**

Application No.: P19-821  
Applicant: Arno Kruisman, representing KMD LLC  
Project Location: Approximately 2100 North Main Street  
Zoning: GC General Commercial Zone  
Acreage: 5.53 Acres (Approximately 240,886 ft<sup>2</sup>)  
Request: Request for approval of a Zoning Map Amendment in the GC General Commercial zone regarding reassignment of a portion of the subject property to the LI Light Industrial zoning district.

**BACKGROUND**

This application is a request for approval of a Zoning Map Amendment for approximately 5.53 acres located at approximately 2100 North Main Street. The western half and majority of the property is currently zoned GC General Commercial while a smaller portion on the eastern side of the property is currently zoned LI Light Industrial. The applicant is requesting that a Zoning Map Amendment be approved to allow for the development of the currently vacant site as self storage unit buildings.

**ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan calls for the Commercial land use designation for the subject property. The property has been assigned the GC General Commercial zoning classification. The purpose of the GC zone is to encourage the establishment of a wide variety of retail commercial uses, service commercial activities, entertainment and other services and activities meeting the needs of the residents of the City. The General Commercial District (GC) allows and encourages that retail and service businesses and related uses be grouped together into commercial centers. The uses and activities allowed in this District should enhance employment opportunities, provide for commercial activities and services required by residents of the city and surrounding areas, encourage the efficient use of land, enhance property values and add to the overall strength of the city's tax base. The GC General Commercial zoning designation is identified by the General Plan as a preferred zoning classification for the Commercial land use designation.

The property is essentially divided between two zones. The western half is zoned GC General Commercial where the eastern half is zoned LI Light Industrial. Properties to the south are zoned GC General Commercial and LI Light Industrial. Properties to the west are located in the P Overlake zoning district. To the north properties are again zoned GC General Commercial and Light Industrial and properties to the east are all zoned Light Industrial. Mapping pertinent to the subject request can be found in Exhibit "A" to this report.

The purpose of the Light Industrial (LI) District is to provide locations for light industrial assembly and manufacturing uses that produce no appreciable negative impact to adjacent properties. This District encourages clean, light industrial and manufacturing uses which provide employment opportunities for city residents, strengthen the city's tax base and diversify the local economy.

Both the GC and LI zoning districts are fairly intensive commercial zones with the Light Industrial zoning district permitting the wider range of commercial uses and activities. The Light Industrial zone permits more unsightly and possibly more intrusive commercial activities that the General Commercial zone would not permit, such as a contractor staging yard, food and beverage processing, heavy equipment sales and rental, a kennel and storage units. Much of the property in this area is already zoned LI Light Industrial and is developing as such. The medical office buildings to the north are zoned LI Light Industrial.

Much of the property is located in the North Gateway Overlay District. This overlay district will remain unchanged with this zoning map amendment application. This overlay district pertains primarily to aesthetics as viewed from the main highway and requires some additional requirements for landscaping, building appearance, parking locations and so forth. This overlay district does not impact the underlying zoning or uses that can occur in the zoning district.

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

- (1) No amendment to the Zoning Ordinance or Zoning Districts Map may be recommended by the Planning Commission or approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Zoning Ordinance or Zoning Districts Map amendment, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
  - (a) The effect of the proposed amendment on the character of the surrounding area.
  - (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.
  - (c) Consistency and compatibility with the General Plan Land Use Map for adjoining and nearby properties.
  - (d) The suitability of the properties for the uses proposed viz. a. viz. the suitability of the properties for the uses identified by the General Plan.
  - (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
  - (f) The overall community benefit of the proposed amendment.

## **REVIEWS**

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

1. The Planning Commission should consider the potential of having industrial uses adjacent to a major transportation corridor. Although Fortress Storage submitted this application and intends to construct storage units on the property, all uses, permitted and conditional in the LI zone should be considered for this property.

*Noticing.* The applicant has expressed their desire to rezone the subject property and do so in a manner which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes.

### **STAFF RECOMMENDATION**

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

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

1. The effect of the proposed application on the character of the surrounding area.
2. The degree to which the proposed application is consistent with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed application is consistent with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed application is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the properties for the uses proposed.
6. The degree to which the proposed application will or will not be deleterious to the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed application conforms to the general aesthetic and physical development of the area.
8. Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Whether or not public services in the area are adequate to support the subject development.
11. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Fortress Self Storage Zoning Map Amendment Request by Arno Kruisman, representing KMD LLC to reassign the subject property to the LI Light Industrial zoning district, application number P19-821, based on the findings listed in the Staff Report dated December 2, 2019:”

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 Fortress Self Storage Zoning Map Amendment Request by Arno Kruisman, representing KMD LLC to reassign the subject property to the LI Light Industrial zoning district, application number P19-821, based on the following findings:”

1. List findings...





**EXHIBIT A**

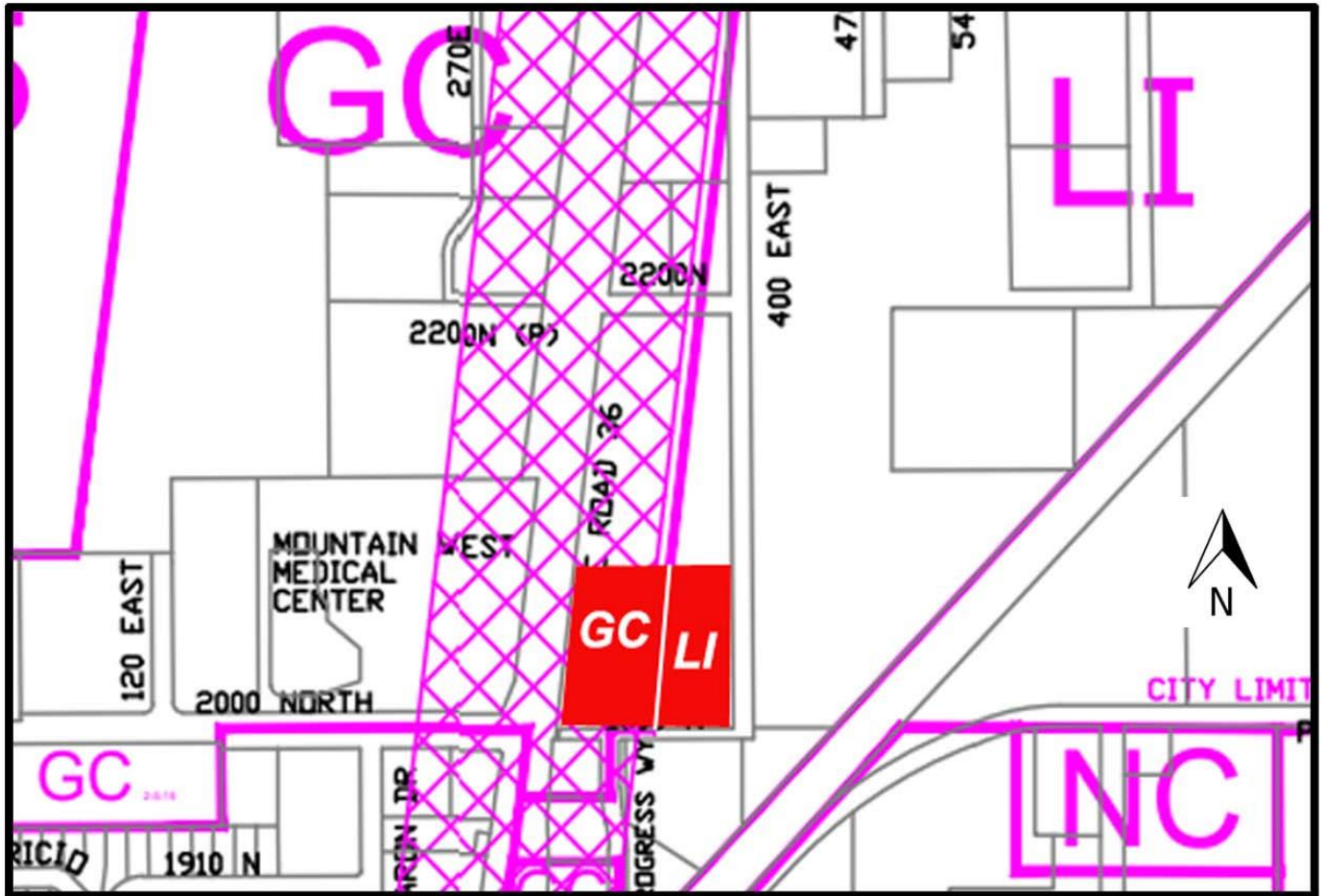
**MAPPING PERTINENT TO THE FORTRESS SELF STORAGE ZONING MAP AMENDMENT**

***Fortress Self Storage Zoning Map Amendment***



***Aerial View***

**Fortress Self Storage Zoning Map Amendment**



**Current Zoning**

**EXHIBIT B**

**APPLICANT SUBMITTED INFORMATION**

# Zoning, General Plan, & Master Plan Map Amendment Application

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



*Notice:* The applicant must submit copies of the map amendment proposal to be reviewed by the City in accordance with the terms of the Tooele City Code. Once plans for a map amendment proposal 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 map amendment proposals shall be reviewed in accordance with the Tooele City Code. Submission of a map amendment proposal in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all applications be submitted well in advance of any anticipated deadlines.

P19-821

Project Information					
Date of Submission: 11/4/19		Current Map Designation: Split zone, LI/GC		Proposed Map Designation: Light Industrial	
Project Name: Fortress Self-Storage Development - SR36				Parcel #(s): 02-143-0.-0096	
Project Address: 2100 North & SR36				Acres: 5+ 5.53	
Proposed for Amendment: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: _____					
Brief Project Summary:  The present zoning of the property is split. The west side of the property is General Commercial (GC) and the East side is Light Industrial (LI). The split is approximately 50/50 in proportion between GC and LI.  We are seeking to remove the split zoning designation and have the proposed 5+ acre parcel entirely zoned as Light Industrial.					
Property Owner(s): WINTERGREEN GROUP LC BRYTEN "BRYTEN" JOHNSON, MEMBER			Applicant(s): KMD LLC		
Address: 5939 FM 52			Address: 121 W Misty Brook Ln		
City: PERLIN	State: TX.	Zip: 76486	City: Stansbury Park	State: UT	Zip: 84074
Phone: 801-558-8888			Phone: 435-224-4420		
Contact Person: Arno Kruisman			Address: 121 W Misty Brook Ln		
Phone:			City: Stansbury Park	State: UT	Zip: 84074
Cellular: 435-224-4420	Fax:		Email: arno@blacksaltint.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.

### Note to Applicant:

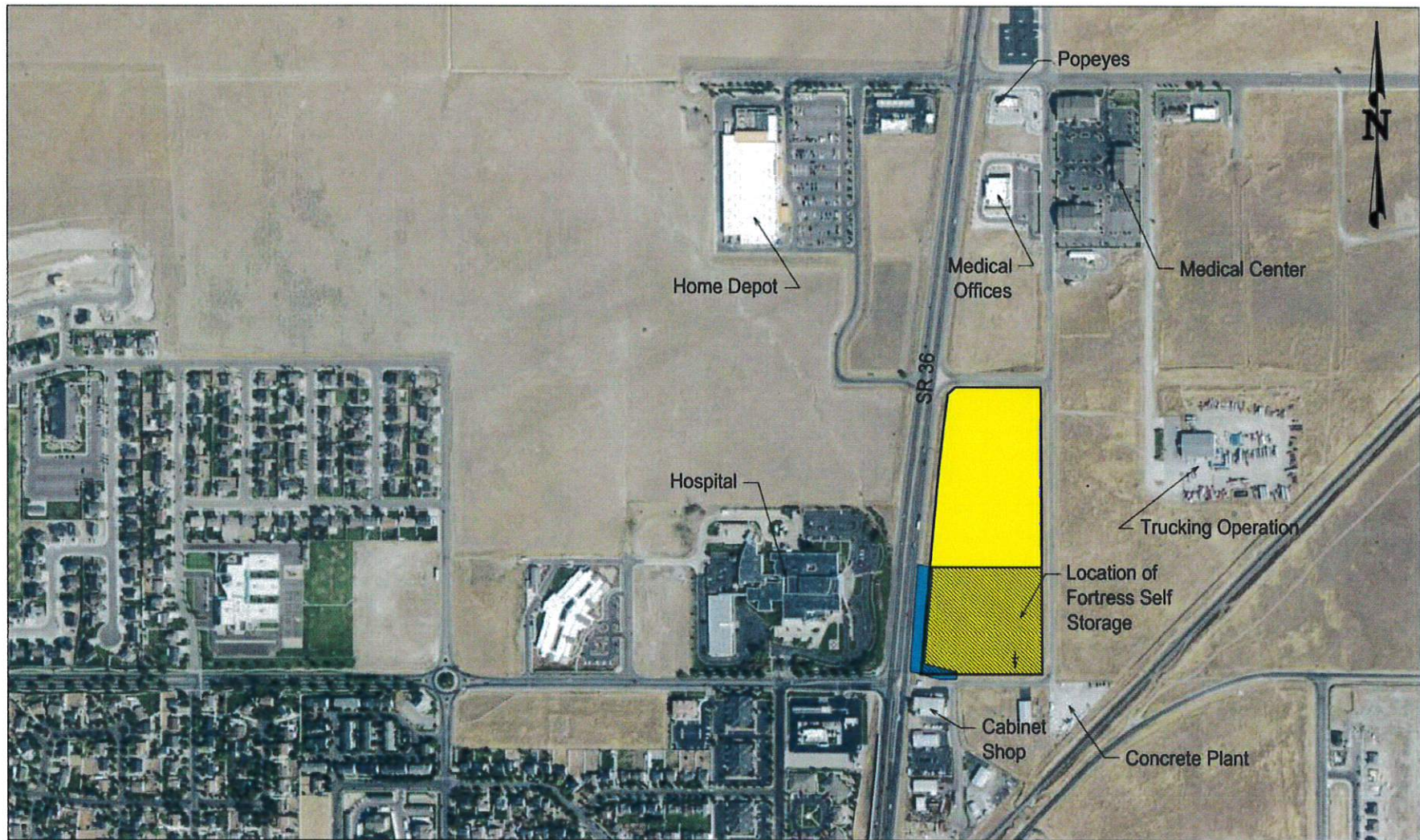
Zoning and map designations are made by ordinance. Any change of zoning or map designation is an amendment the ordinance establishing that map for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending the map may vary from as little as 2½ months to 6 months or more depending on the size and complexity of the application and the timing.

2190809

For Office Use Only			
Received By: <i>NO</i>	Date Received: 11/4/19	Fees: 1553 <sup>00</sup>	App. #: 003640841

# Location Overview

SR 36, Corner of 2000 North and 400 East, Tooele, UT



# Zoning Map Questions

## **1. What is the present zoning of the property?**

The present zoning of the property is split. The West side of the property is General Commercial (GC) and the East side is Light Industrial (LI). The split is approximately 50/50 in proportion between GC and LI.

## **2. Explain how the proposed zoning is consistent with the current land use designation.**

We are seeking to remove the split zoning designation and have the proposed 5+ acre parcel entirely zoned as Light Industrial. The adjacent properties on the South and East are also Light Industrial (LI). The property to the North is also split between GC and LI and the adjacent land on the East is State Route 36.

# Zoning Map Questions

**3. Explain how the proposed zoning is similar or compatible to the current zoning in the surrounding area.**

The proposed property is surrounded to the South by Light Industrial, East by Light Industrial and half of the property already has the zoning designation of Light Industrial.

**4. Explain how the proposed zoning is suitable for the existing uses of the subject property(s).**

We propose to construct a fortress style self-storage facility, which is an allowable usage within the Light Industrial zoning, but not under General Commercial. The facility will be surrounded by an aesthetically pleasing wall, comprised of stone/brick columns of varying widths every 50 feet. Also including will be trees and drought tolerant landscaping.

Security for the site will not involve fencing. The walls/sides of the facility will function as a security barrier in lieu of a fence. The back of each unit in all perimeter buildings will act as the security wall.



# Zoning Map Questions

## **5. Explain how the proposed zoning promotes the goals and objectives of Tooele City.**

The adjacent business on the South and south-east corner have a clear industrial appearance, including a small concrete plant and a cabinet manufacturer. The businesses further north are general commercial, including medical buildings and a fast food restaurant.

We propose to construct a fortress style self-storage facility on the property. Traffic from SR 36 will not see exposed rollup doors and not be able to tell that the property is a self-storage facility, other than through signage.

The facility is able to serve as a great transition between the Light Industrial on the South end and the General Commercial on the North, all the while giving a great aesthetic appearance from SR 36.

**STAFF REPORT**

December 4, 2019

**To:** Tooele City Planning Commission  
Business Date: December 11, 2019

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, City Planner / Zoning Administrator

**Re: Overlake Estates 2A – Preliminary Plan Subdivision Request**

Application No.: P19-98  
Applicant: Dan Reeve, representing Perry Development, LLC  
Project Location: Approximately 2000 North 400 West  
Zoning: R1-7 Residential Zone  
Acreage: 29.23 Acres (Approximately 1,273,258 ft<sup>2</sup>)  
Request: Request for approval of a Preliminary Plan Subdivision in the R1-7 Residential zone regarding the creation of 90 single-family residential lots.

**BACKGROUND**

This application is a request for approval of a Preliminary Plan Subdivision for approximately 29.23 acres located at approximately 2000 North 400 West. The property is currently zoned R1-7 Residential. The applicant is requesting that a Preliminary Plan Subdivision be approved to allow for the development of the currently vacant property into 90 single-family residential lots.

**ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R1-7 zone is to “provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City’s residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single family dwellings, two-family dwellings and multi-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.” The R1-7 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation. Properties to the north, west and south of the subject property are all zoned R1-7 Residential. To the east on the adjacent side of 400 West properties are zoned R1-8 Residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

*Subdivision Layout.* The proposed subdivision will begin development of vacant ground north of 2000 North and west of 400 West. The 2A preliminary plan proposes the creation of 90 new single-family lots, each lot meeting or exceeding minimum requirements for lot size, lot width and lot frontage as required by the R1-7 Residential zoning district.

The subdivision is proposed to be developed in three phases, each phase containing between 20 and 30

lots. Phase 1 will develop and construct improvements for 2000 North. Phase 2 will be constructing improvements to 400 West.

There are numerous double fronting lots being proposed along 2000 North and 400 West. When double fronting lots occur there are specific requirements for landscaping and fencing and there will need to be an HOA established to maintain the landscaping and fencing on these double fronting lots. Most of the double fronting lot issues will be addressed during final plat review.

Storm water management will be addressed in private basin off site on property owned by the developer.

All roads within the proposed subdivision will be dedicated public rights-of-way and will comply with minimum City Standards for horizontal and vertical road construction.

Landscaping. The only landscaping associated with this development is the park strip along double fronting lots. The applicant has provided a preliminary landscape plan that shows the park strip will include stamped concrete with trees planted every 30 feet on center. The trees will be protected by a metal tree grate. An in-ground irrigation system will provide each tree with water from two bubbler heads.

Fencing. For double fronting lots the ordinance requires six foot solid masonry fencing. Landscape plans demonstrate that the applicant will be installing either a pre-cast concrete or masonry wall. Either fencing type will comply with ordinance requirements.

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 Plan Subdivision submission and has issued a recommendation for approval for the request with the following proposed comments:

1. The preliminary plan as proposed meets or exceeds minimum lot standards regarding lot size, lot width and lot frontages and conforms to all other applicable codes and development standards as required by Tooele City ordinances for a preliminary plan.
2. Each phase will be required to undergo a final subdivision plat review.

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

1. Water modeling results are still pending, which will determine final waterline sizes through the development, and which must be adjusted as part of final submittal of each phase.
2. Adjust street light locations as demonstrated on the approved preliminary plans.

Noticing. A subdivision does not require a public hearing. Therefore public noticing is not required.

## **STAFF RECOMMENDATION**

Staff recommends approval of the request for a Preliminary Plan Subdivision by Dan Reeve, representing Perry Development, LLC, application number P19-98, 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. Water modeling results are still pending, which will determine final waterline sizes through the development, and which must be adjusted as part of final submittal of each phase.
6. Adjust street light locations as demonstrated on the approved preliminary plans.

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.

## **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Overlake Estates 2A Preliminary Plan Subdivision Request by Dan Reeve, representing Perry Development, LLC, application number P19-98, based on the findings and subject to the conditions listed in the Staff Report dated December 4, 2019:”

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 Overlake Estates 2A Preliminary Plan Subdivision Request by Dan Reeve, representing Perry Development, LLC, application number P19-98, based on the following findings:”

1. List findings...

**EXHIBIT A**

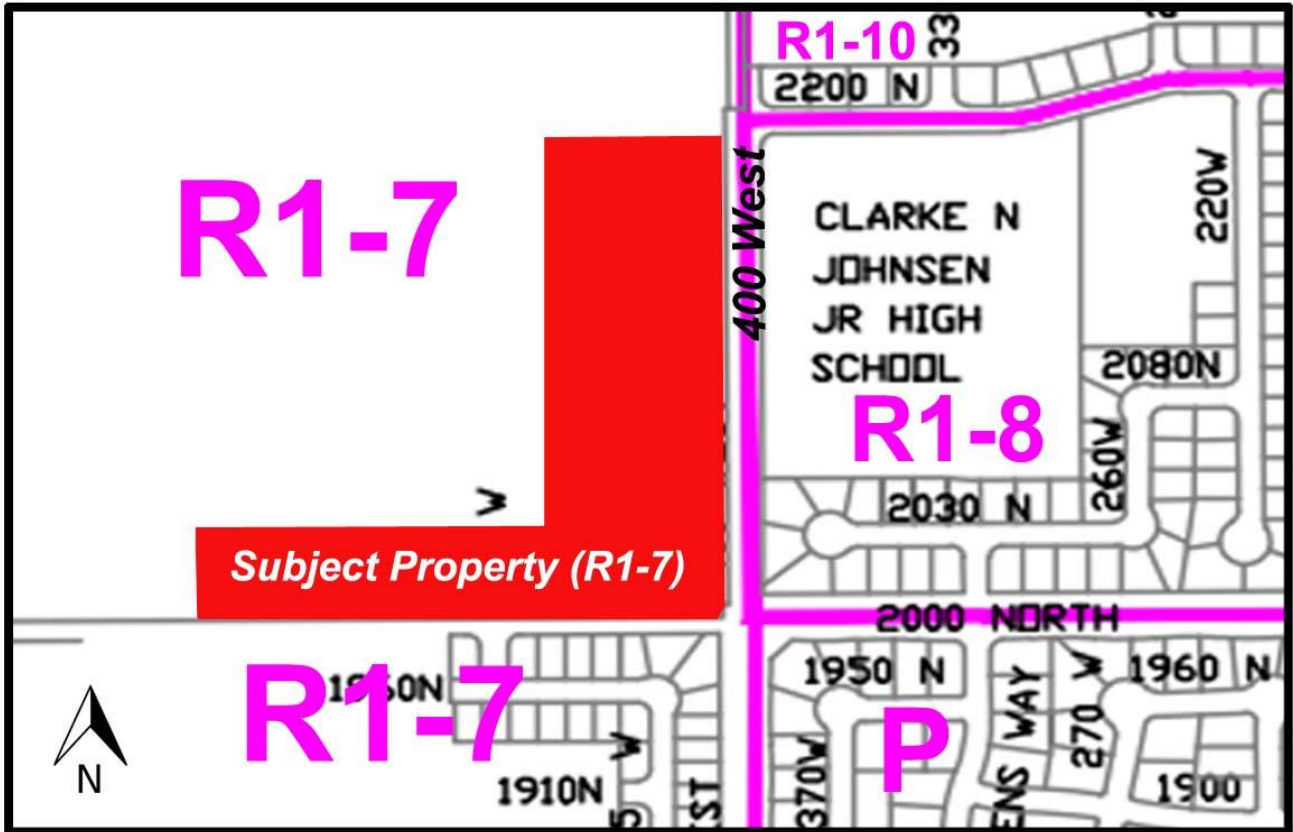
**MAPPING PERTINENT TO THE OVERLAKE ESTATES 2A PRELIMINARY PLAN  
SUBDIVISION**

***Overlake 2A Preliminary Plan***



***Aerial View***

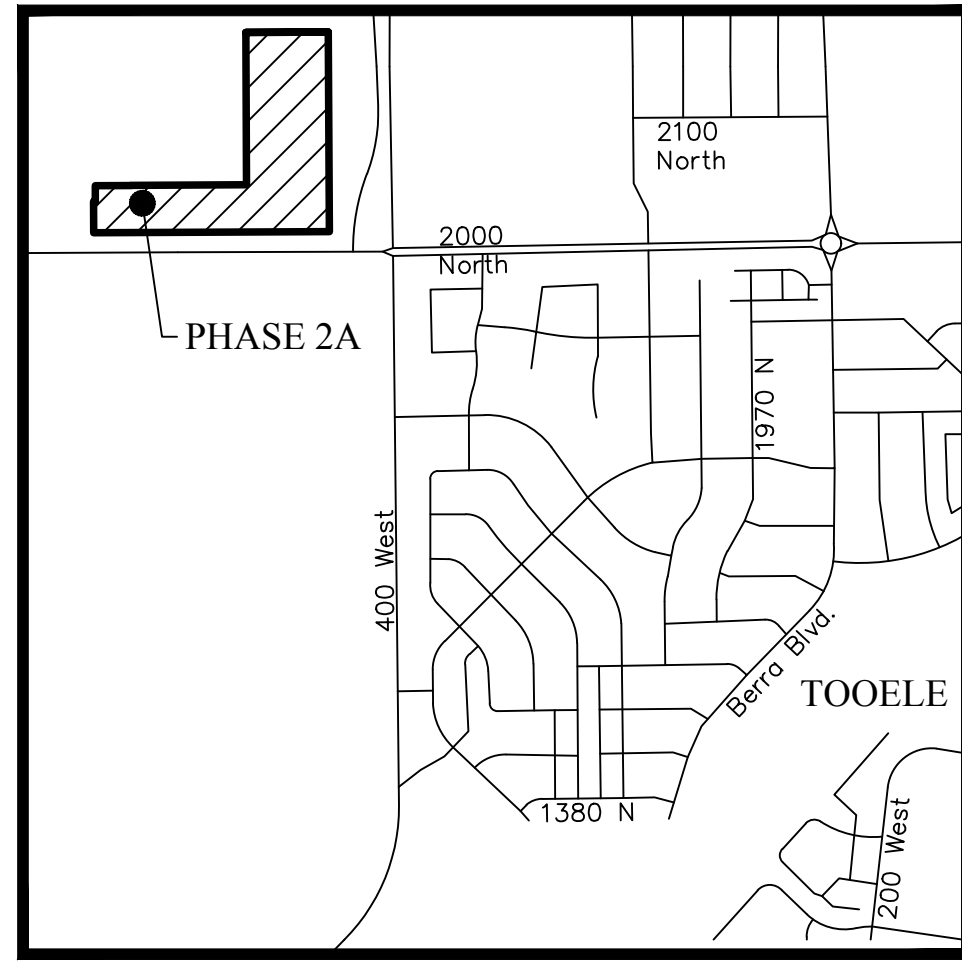
**Overlake 2A Preliminary Plan**



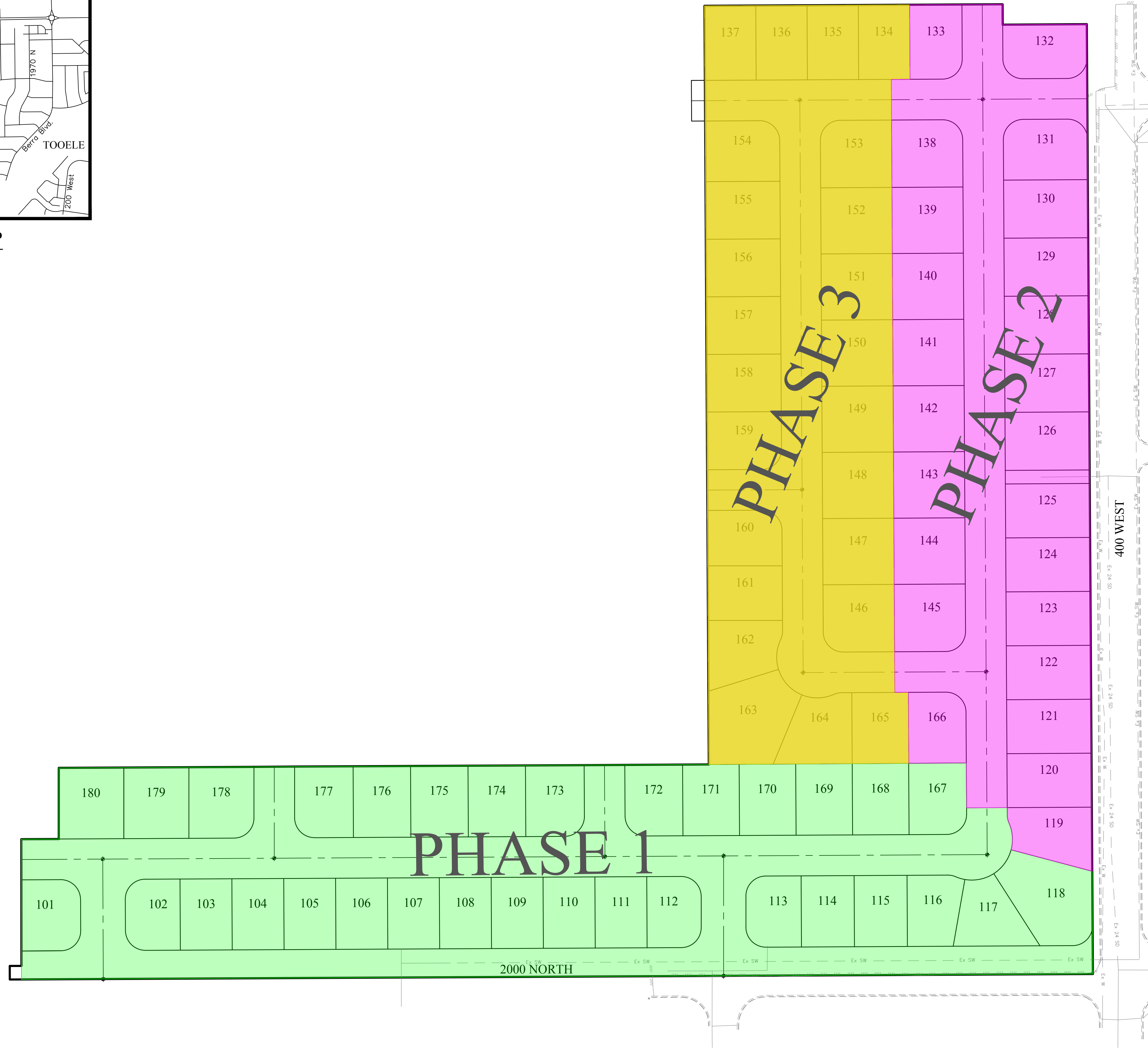
**Current Zoning**

**EXHIBIT B**

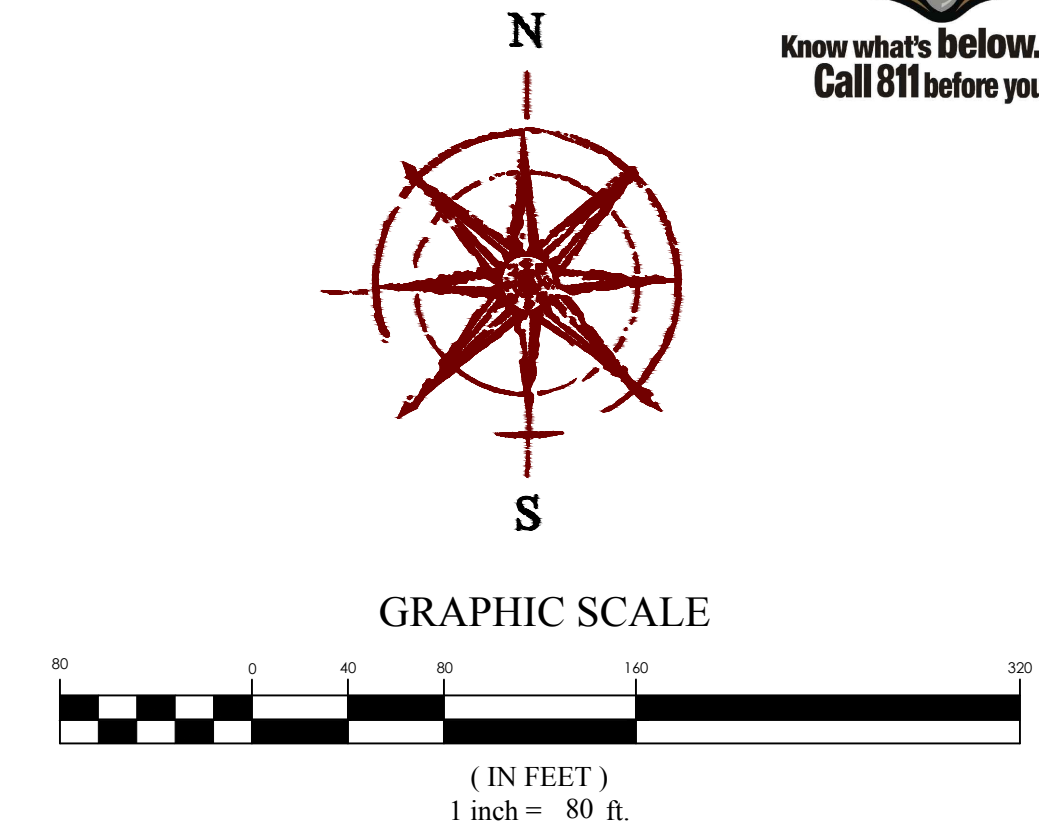
**PROPOSED DEVELOPMENT PLANS**



VICINITY MAP  
NTS

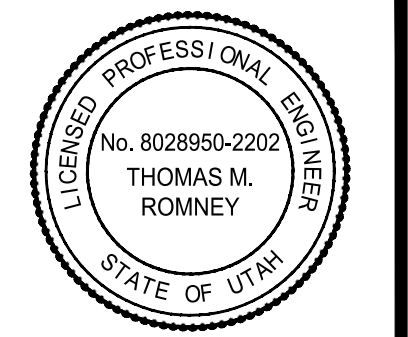


SITE MAP



**811**  
Know what's below.  
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**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
6949 S. HIGH TECH DRIVE, SUITE 200  
MIDVALE, UTAH 84047 PH: (801) 352-0075  
www.focusidaho.com



Overlake 2A  
Tooele City, Utah  
PRELIMINARY PHASING PLAN

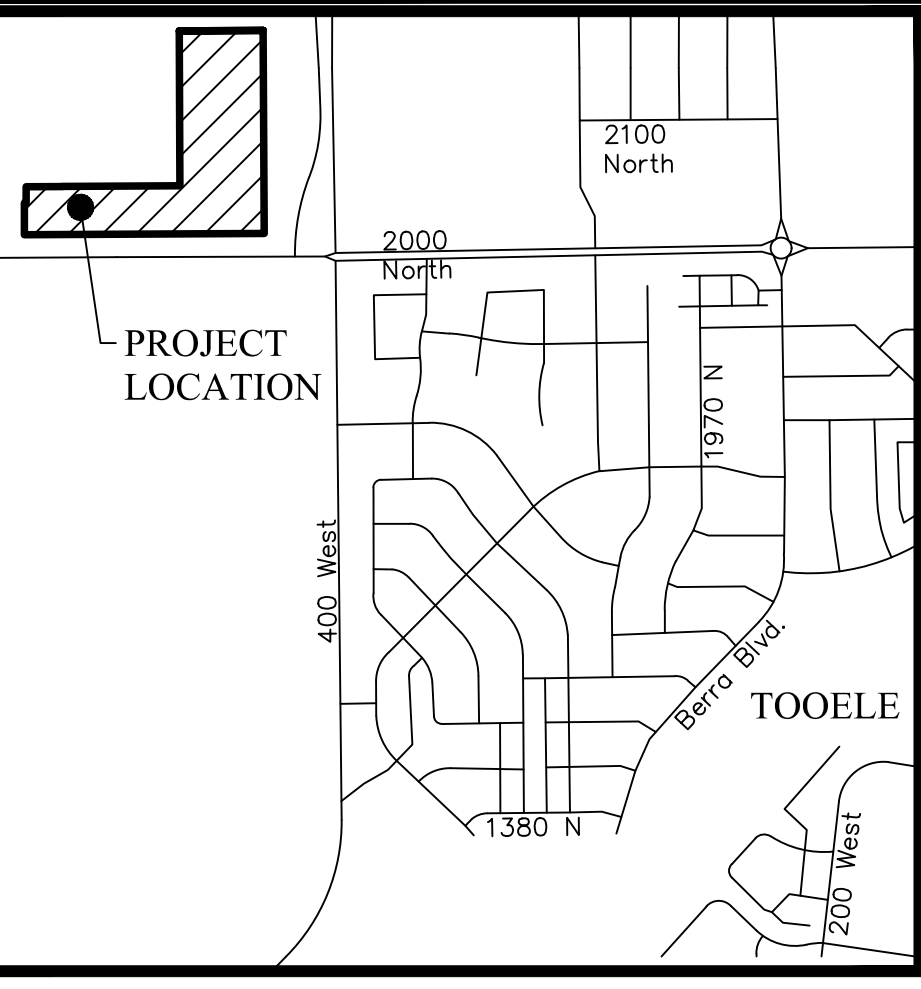
REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

PRELIMINARY PHASING PLAN

Scale: 1"=80' Drawn: AWS  
Date: 11/5/2019 Job #: 17-326

Sheet: C1.1





### VICINITY MAP

### ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 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. § 17-2-a-603(4)(c)(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  
ANY OTHER PROVISION OF LAW.  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
ROCKY MOUNTAIN POWER  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

### CENTURY LINK

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY CENTURY LINK  
CENTURY LINK  
TOOELE CITY CHIEF OF POLICE

### COMCAST

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY COMCAST CABLE.  
COMCAST  
TOOELE CITY FIRE CHIEF

### CITY ENGINEER

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
TOOELE CITY ENGINEER

### COMMUNITY DEVELOPMENT

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
TOOELE CITY COMMUNITY DEVELOPMENT

### OWNER/DEVELOPER

DAN REEVE  
PERRY HOMES  
(801) 608-8040  
DREEVE@PERRYHOMESUTAH.COM

PREPARED BY  
**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
6949 SOUTH HIGH TECH DRIVE, SUITE 200  
MIDVALE, UT 84047 PHE (801) 352-8075  
www.focusatm.com

### QUESTAR GAS

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION 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 QUESTAR RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
QUESTAR GAS COMPANY  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY COUNCIL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE COUNTY HEALTH DEPARTMENT

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE COUNTY RECORDER AS TO DESCRIPTION OF RECORD.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY PLANNING COMMISSION.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY PARKS DEPT.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE COUNTY SCHOOL DISTRICT.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE COUNTY SPECIAL SERVICE DISTRICT.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY ATTORNEY.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE COUNTY CHIEF OF POLICE.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY FIRE CHIEF.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY ENGINEER.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY COMMUNITY DEVELOPMENT.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE COUNTY RECORDER AS TO DESCRIPTION OF RECORD.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY PLANNING COMMISSION.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY PARKS DEPT.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE COUNTY SCHOOL DISTRICT.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE COUNTY SPECIAL SERVICE DISTRICT.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY ATTORNEY.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE COUNTY CHIEF OF POLICE.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY FIRE CHIEF.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY ENGINEER.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY COMMUNITY DEVELOPMENT.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE COUNTY RECORDER AS TO DESCRIPTION OF RECORD.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY PLANNING COMMISSION.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY PARKS DEPT.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE COUNTY SCHOOL DISTRICT.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE COUNTY SPECIAL SERVICE DISTRICT.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY ATTORNEY.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE COUNTY CHIEF OF POLICE.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY FIRE CHIEF.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY ENGINEER.

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY COMMUNITY DEVELOPMENT.

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APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY THE TOOELE CITY COMMUNITY DEVELOPMENT.

### LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS



### GRAPHIC SCALE

(IN FEET)  
1 inch = 80 ft.

### Line Table

LINE	DIRECTION	LENGTH
L1	N23°19'49"E	60.00
L2	N66°02'43"E	60.00
L3	S45°18'44"E	31.83
L4	N00°00'00"E	46.00
L5	S00°00'00"E	46.00
L6	S23°54'58"E	60.00
L7	S42°48'11"W	30.81
L8	N64°30'55"W	60.00
L9	N89°42'21"E	57.76
L10	N00°16'26"W	177.00
L11	S00°00'03"E	135.08
L12	N00°19'54"W	135.04
L13	S00°00'00"E	177.00
L14	N89°42'26"E	20.00
L15	N89°42'26"E	139.97

### Line Table

LINE	DIRECTION	LENGTH
L16	N89°42'26"E	154.19
L17	N00°19'54"W	140.02
L18	S00°19'54"E	80.52
L19	S00°19'54"E	75.58
L20	S00°00'00"E	75.50
L21	S00°16'25"E	46.00
L22	S00°16'25"E	46.00

### Easement Line Table

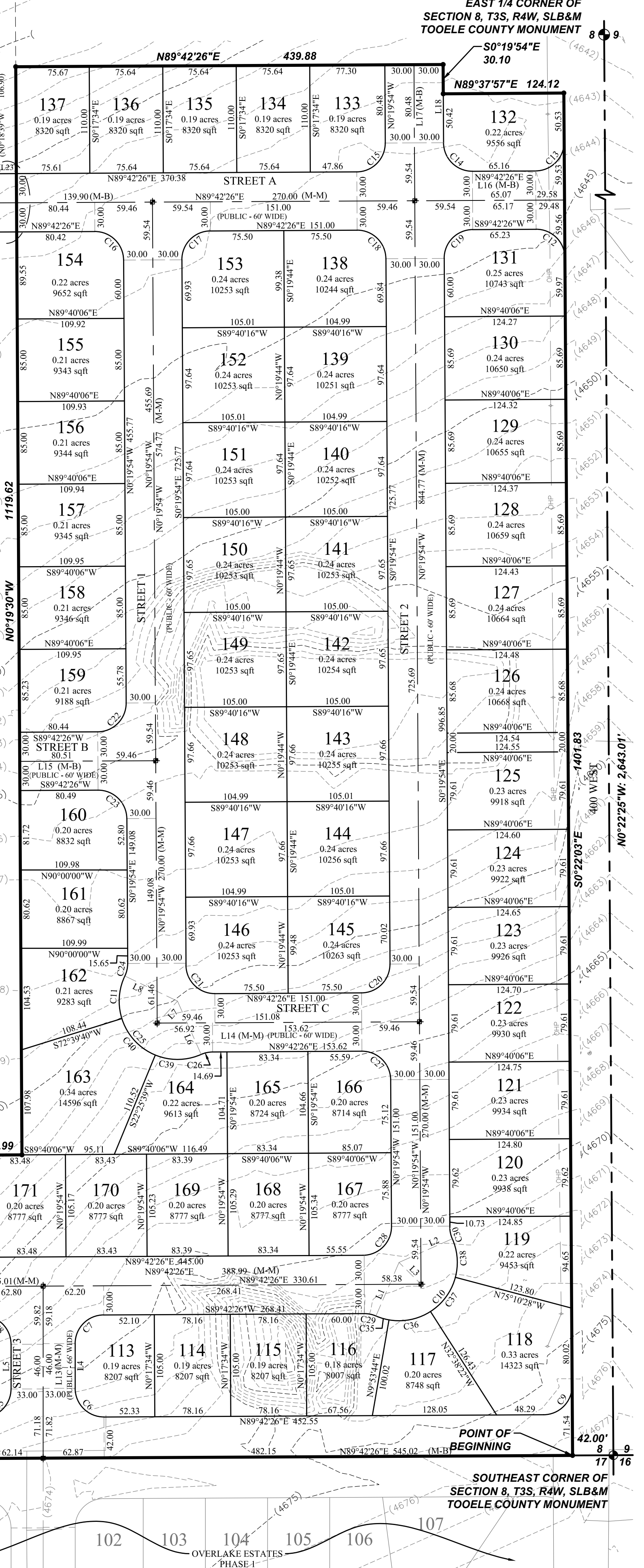
LINE	DIRECTION	LENGTH
(L23)	S89°42'26"W	20.03
(L24)	S89°42'26"W	20.03
(L25)	N89°42'26"E	20.00

### Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	29.50	90°17'50"	46.49	S45°08'40"E	41.83
C2	29.50	89°42'10"	46.19	N44°51'20"W	41.61
C3	29.50	90°17'50"	46.49	N45°08'40"W	41.83
C4	29.50	89°42'10"	46.19	N44°51'21"E	41.61
C5	29.50	89°42'26"	46.19	S44°51'13"W	41.61
C6	29.50	90°17'34"	46.49	N45°08'44"W	41.83
C7	29.50	89°42'26"	46.19	N44°51'13"E	41.61
C8	29.50	90°17'34"	46.49	S45°08'47"E	41.83
C9	29.50	90°04'29"	46.38	N44°40'38"E	41.75
C10	60.00	137°17'06"	143.76	N44°41'16"E	111.76
C11	60.00	42°49'25"	44.84	N04°04'22"E	43.81
C12	29.50	89°55'31"	46.30	N45°19'49"W	41.69
C13	29.50	90°04'29"	46.38	N44°40'11"E	41.75
C14	29.50	89°57'40"	46.32	S44°51'13"E	41.71
C15	29.50	90°02'20"	46.36	N44°41'16"E	41.73
C16	29.50	89°57'40"	46.32	S45°18'44"W	41.71
C17	29.50	90°02'20"	46.36	S44°41'16"W	41.73
C18	29.50	89°57'40"	46.32	N45°18'44"W	41.71
C19	29.50	90°02'20"	46.36	S44°41'16"W	41.73
C20	29.50	90°02'20"	46.36	N44°41'16"E	41.73
C21	29.50	89°57'40"	46.32	S45°18'44"E	41.71
C22	29.50	90°02'20"	46.36	S44°41'16"W	41.73
C23	29.50	89°57'40"	46.32	N45°18'44"W	41.71
C24	29.50	25°48'59"	13.29	N12°34'35"E	13.18
C25	60.00	139°24'02"	145.98	S44°12'56"E	112.55
C26	29.50	23°37'23"	12.16	S77°53'44"W	12.08
C27	29.50	89°57'40"	46.32	N45°18'44"W	41.71
C28	29.50	90°02'20"	46.36	N44°41'16"E	41.73
C29	29.50	23°37'23"	12.16	N78°28'53"W	12.08
C30	29.50	23°37'23"	12.16	S12°08'36"E	12.08
C31	29.50	89°57'40"	46.32	S45°18'44"E	41.71
C32	29.50	90°02'20"	46.36	N44°41'16"E	41.73
C33	29.50	90°17'34"	46.49	S45°08'47"E	41.83
C34	29.50	89°42'26"	46.19	S44°51'13"W	41.61
C35	60.00	13°26'05"	14.07	N73°23'14"W	14.04
C36	60.00	42°13'206"	44.54	S78°37'41"W	43.53
C37	60.00	42°13'206"	44.54	S36°05'35"W	43.53
C38	60.00	38°46'50"	40.61	S04°33'53"E	39.84
C39	60.00	46°20'36"	48.53	S89°15'21"W	47.22
C40	60.00	50°14'01"	52.60	N42°27'21"W	50.94

# OVERLAKE 2A

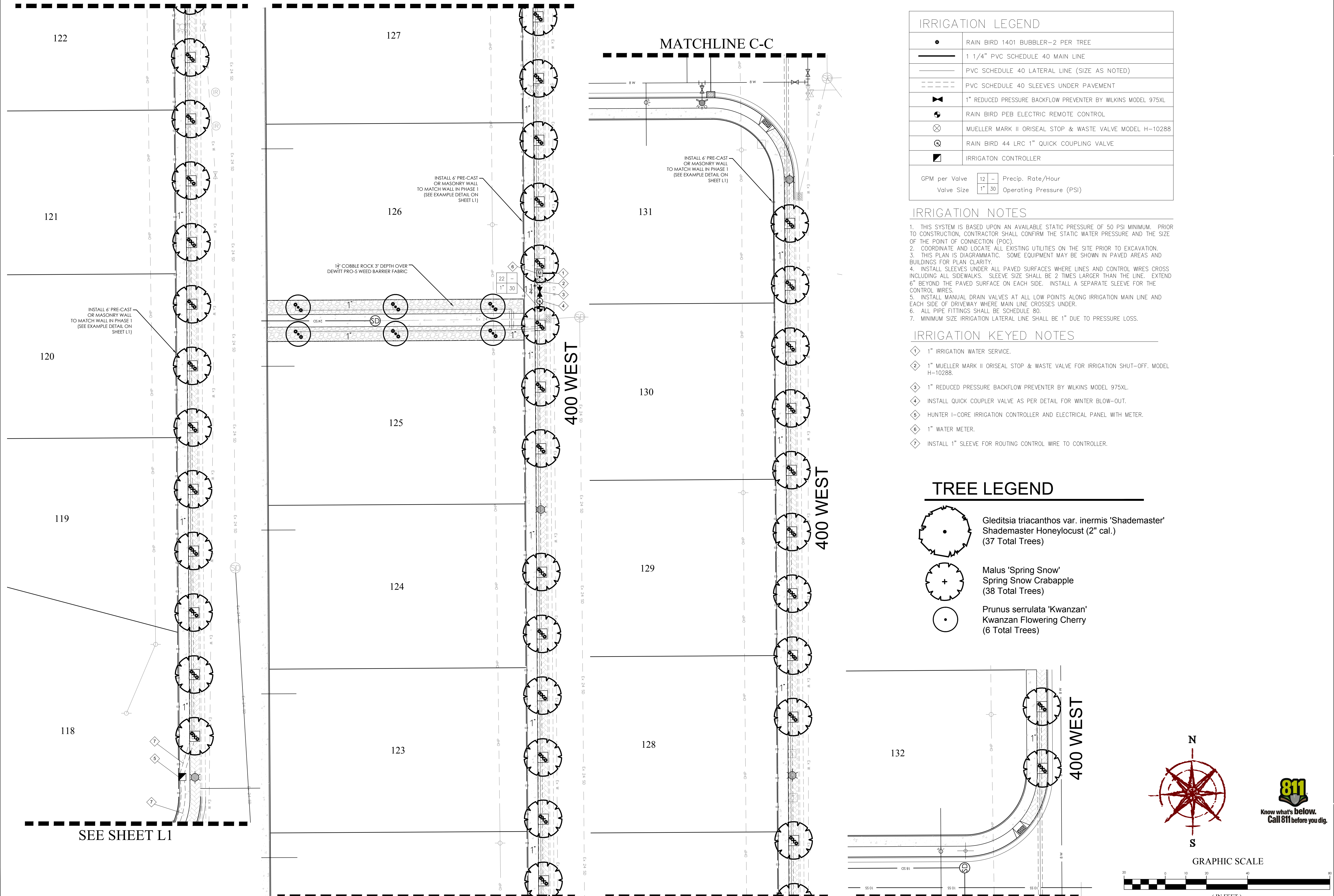
## PRELIMINARY PLAT NOT TO BE RECORDED LOCATED IN THE SE 1/4 OF SECTION 8, T3S, R4W, SALT LAKE BASE & MERIDIAN TOOELE CITY, TOOELE COUNTY, UTAH



MATCHLINE A-A

MATCHLINE B-B

MATCHLINE C-C



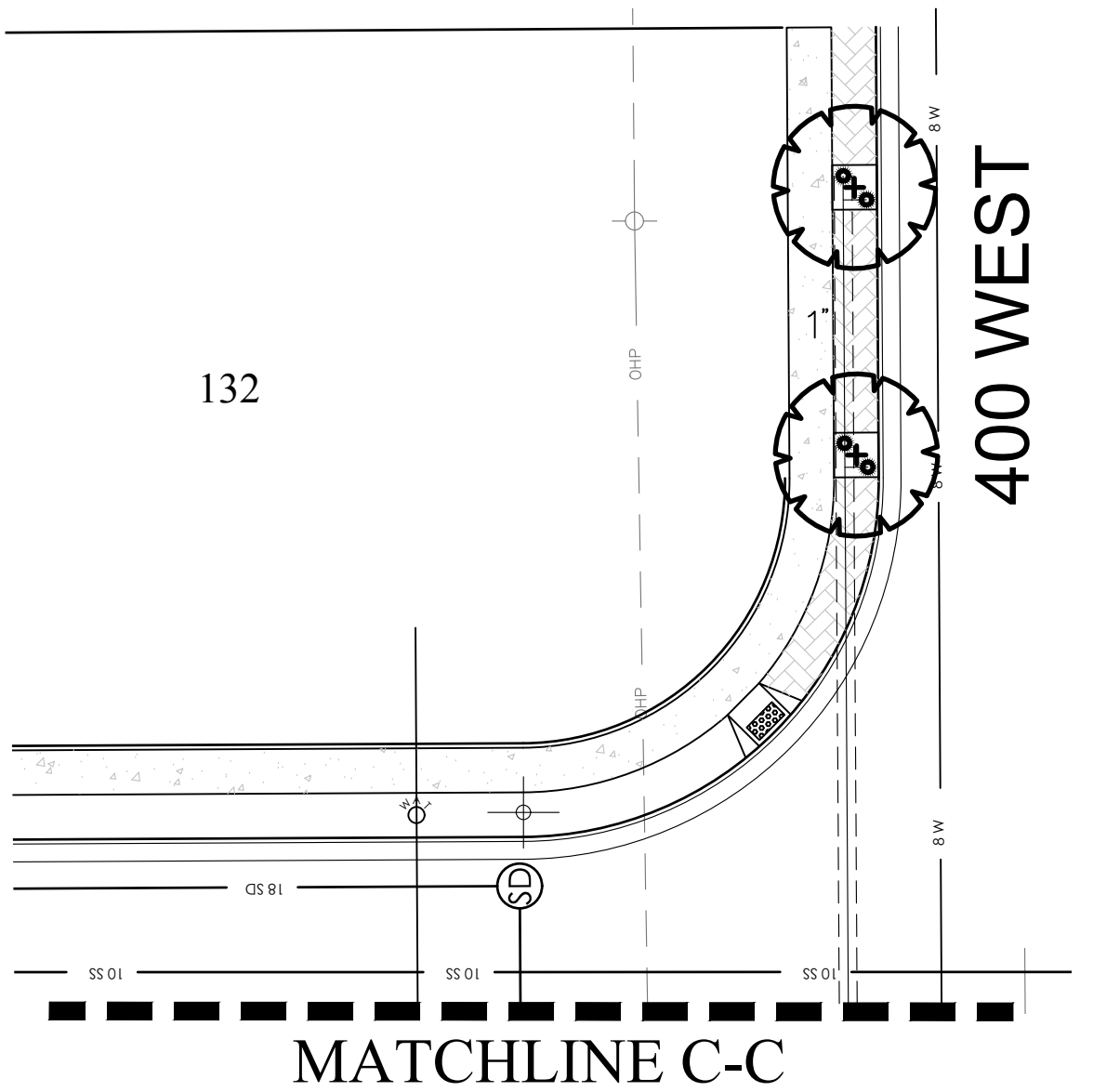
IRRIGATION LEGEND	
•	RAIN BIRD 1401 BUBBLER-2 PER TREE
—	1 1/4" PVC SCHEDULE 40 MAIN LINE
---	PVC SCHEDULE 40 LATERAL LINE (SIZE AS NOTED)
---	PVC SCHEDULE 40 SLEEVES UNDER PAVEMENT
▶	1" REDUCED PRESSURE BACKFLOW PREVENTER BY WILKINS MODEL 975XL
⊖	RAIN BIRD PEB ELECTRIC REMOTE CONTROL
⊗	MUELLER MARK II ORISEAL STOP & WASTE VALVE MODEL H-10288
⊕	RAIN BIRD 44 LRC 1" QUICK COUPLING VALVE
■	IRRIGATION CONTROLLER
GPM per Valve 12 - Precip. Rate/Hour	
Valve Size 1" 30 Operating Pressure (PSI)	

- IRRIGATION NOTES**
- THIS SYSTEM IS BASED UPON AN AVAILABLE STATIC PRESSURE OF 50 PSI MINIMUM. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL CONFIRM THE STATIC WATER PRESSURE AND THE SIZE OF THE POINT OF CONNECTION (POC).
  - COORDINATE AND LOCATE ALL EXISTING UTILITIES ON THE SITE PRIOR TO EXCAVATION.
  - THIS PLAN IS DIAGRAMMATIC. SOME EQUIPMENT MAY BE SHOWN IN PAVED AREAS AND BUILDINGS FOR PLAN CLARITY.
  - INSTALL SLEEVES UNDER ALL PAVED SURFACES WHERE LINES AND CONTROL WIRES CROSS INCLUDING ALL SIDEWALKS. SLEEVE SIZE SHALL BE 2 TIMES LARGER THAN THE LINE. EXTEND 6" BEYOND THE PAVED SURFACE ON EACH SIDE. INSTALL A SEPARATE SLEEVE FOR THE CONTROL WIRES.
  - INSTALL MANUAL DRAIN VALVES AT ALL LOW POINTS ALONG IRRIGATION MAIN LINE AND EACH SIDE OF DRIVEWAY WHERE MAIN LINE CROSSES UNDER.
  - ALL PIPE FITTINGS SHALL BE SCHEDULE 80.
  - MINIMUM SIZE IRRIGATION LATERAL LINE SHALL BE 1" DUE TO PRESSURE LOSS.

- IRRIGATION KEYED NOTES**
- ① 1" IRRIGATION WATER SERVICE.
  - ② 1" MUELLER MARK II ORISEAL STOP & WASTE VALVE FOR IRRIGATION SHUT-OFF, MODEL H-10288.
  - ③ 1" REDUCED PRESSURE BACKFLOW PREVENTER BY WILKINS MODEL 975XL.
  - ④ INSTALL QUICK COUPLER VALVE AS PER DETAIL FOR WINTER BLOW-OUT.
  - ⑤ HUNTER I-CORE IRRIGATION CONTROLLER AND ELECTRICAL PANEL WITH METER.
  - ⑥ 1" WATER METER.
  - ⑦ INSTALL 1" SLEEVE FOR ROUTING CONTROL WIRE TO CONTROLLER.

**TREE LEGEND**

- Gleditsia triacanthos var. inermis 'Shademaster' Shademaster Honeylocust (2" cal.) (37 Total Trees)
- Malus 'Spring Snow' Spring Snow Crabapple (38 Total Trees)
- Prunus serrulata 'Kwanzan' Kwanzan Flowering Cherry (6 Total Trees)



N  
S

GRAPHIC SCALE

(IN FEET)  
1 inch = 20 ft.

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LICENSED LANDSCAPE ARCHITECT  
No. 103994  
ALAN K  
WEAVER  
STATE OF UTAH

**Overlake 2A**

*Tooele City, Utah*

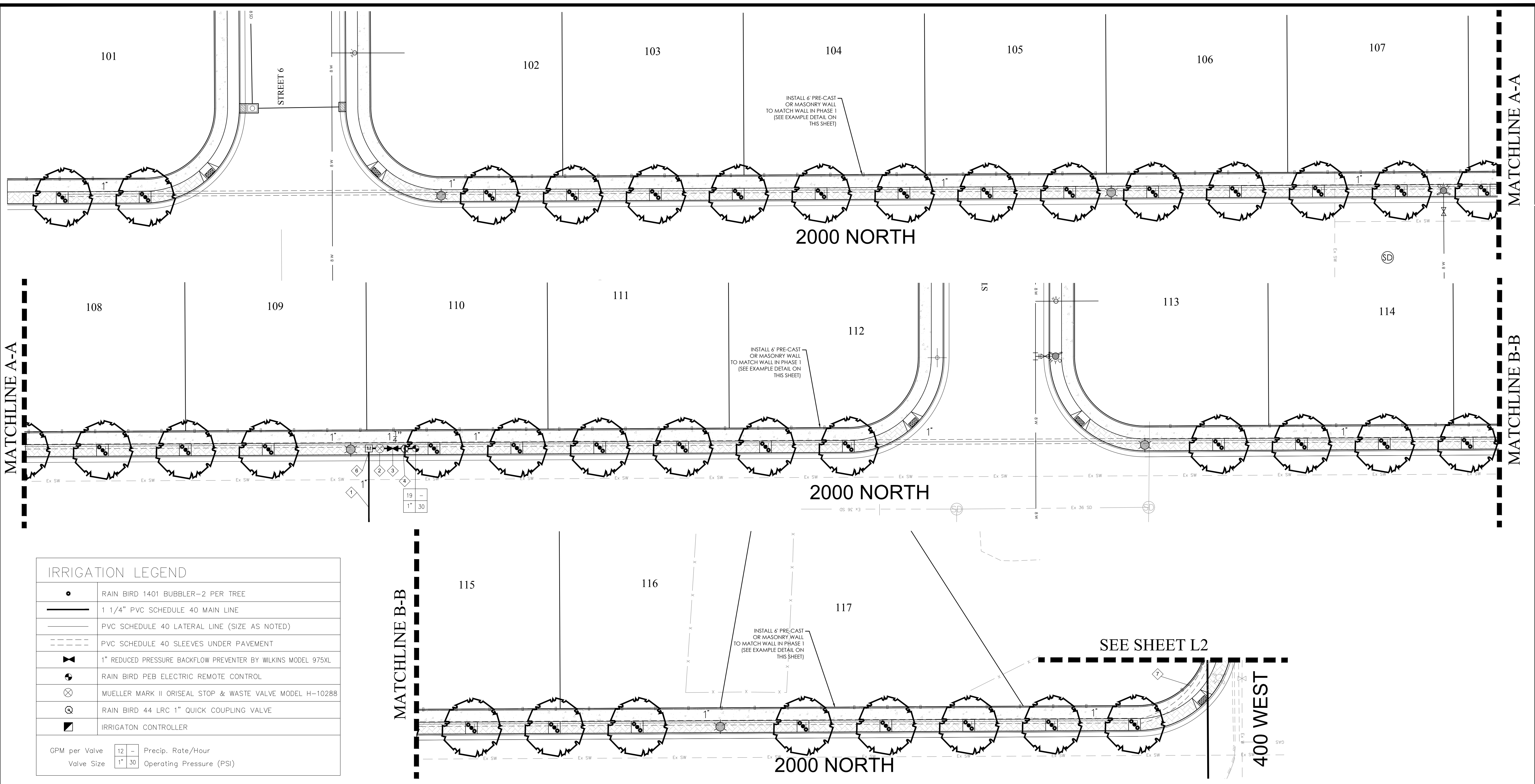
**PRELIMINARY LANDSCAPE PLAN**

REVISION BLOCK		DESCRIPTION
#	DATE	
1		
2		
3		
4		
5		
6		

**PRELIMINARY LANDSCAPE PLAN**

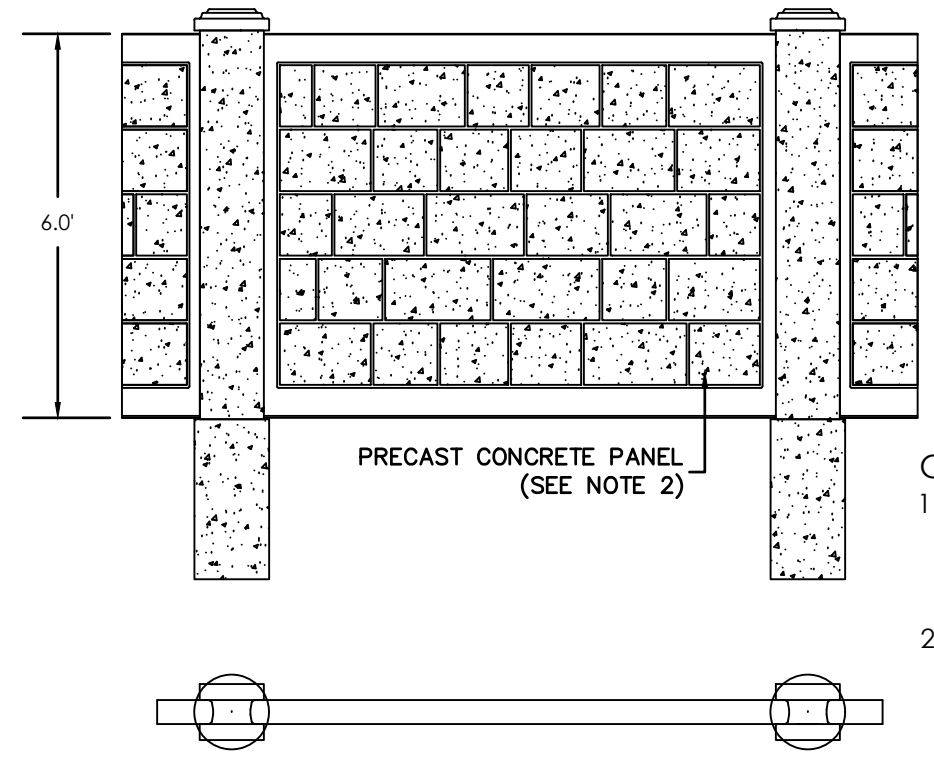
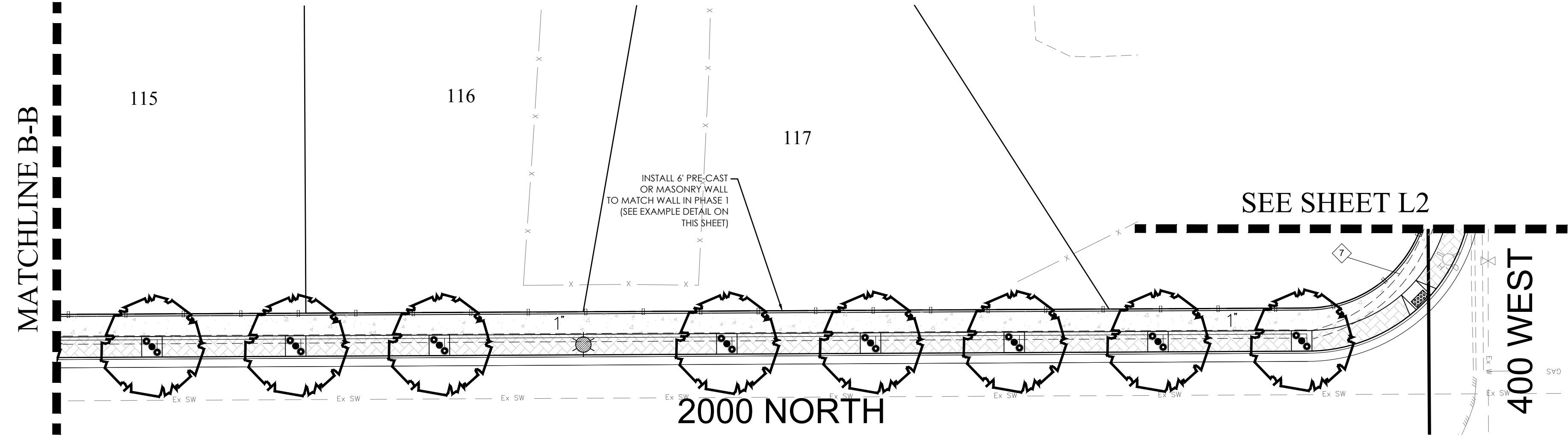
Scale: 1"=20' Drawn: BW  
Date: 9/24/2019 Job #: 17-326  
Sheet: **L2**

Z:\\_2017\17-326 Overlake 90\design\17-326\Overlake\Sheets\Updated Prelim\061019\AL2 - LANDSCAPE PLAN.dwg



IRRIGATION LEGEND	
	RAIN BIRD 1401 BUBBLER—2 PER TREE
	1 1/4" PVC SCHEDULE 40 MAIN LINE
	PVC SCHEDULE 40 LATERAL LINE (SIZE AS NOTED)
	PVC SCHEDULE 40 SLEEVES UNDER PAVEMENT
	1" REDUCED PRESSURE BACKFLOW PREVENTER BY WILKINS MODEL 975XL
	RAIN BIRD PEB ELECTRIC REMOTE CONTROL
	MUELLER MARK II ORISEAL STOP & WASTE VALVE MODEL H-10288
	RAIN BIRD 44 LRC 1" QUICK COUPLING VALVE
	IRRIGATION CONTROLLER
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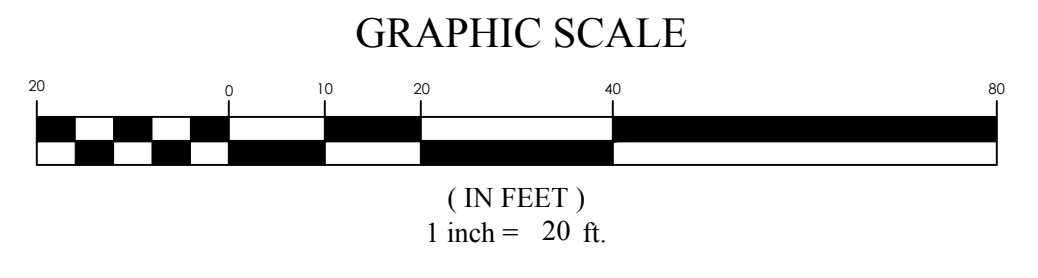


EXAMPLE DETAIL FOR PRE-CAST OR MASONRY WALL

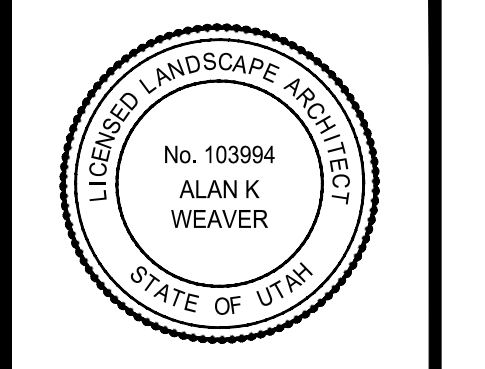
THIS DETAIL IS FOR INFORMATIONAL AND REFERENCE PURPOSES ONLY. NOT TO BE USED IN CONSTRUCTION DRAWING PLANS.

- CONSTRUCTION NOTES**
- CONTRACTOR SHALL PROVIDE MASONRY OR PRE-CAST WALL SUBMITTAL AND CUT SHEET TO ENGINEER FOR APPROVAL PRIOR TO ORDERING MASONRY OR PRE-CAST WALL MATERIALS.
  - WALL PANEL PATTERN SHALL MATCH THE PATTERN AND COLOR THAT WAS APPROVED AND INSTALLED WITH PHASE 1 OF OVERLAKE 1L.

TREE LEGEND	
	Gleditsia triacanthos var. inermis 'Shademaster' Shademaster Honeylocust (2" cal.) (37 Total Trees)
	Malus 'Spring Snow' Spring Snow Crabapple (38 Total Trees)
	Prunus serrulata 'Kwanzan' Kwanzan Flowering Cherry (6 Total Trees)



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**Overlake 2A**  
Provo City, Utah  
**PRELIMINARY LANDSCAPE PLAN**

REVISION BLOCK	
NO.	DESCRIPTION
1	
2	
3	
4	
5	
6	

**PRELIMINARY LANDSCAPE PLAN**

Scale: 1"=20' Drawn: BW  
Date: 9/24/2019 Job #: 17-326  
Sheet: **L1**

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**STAFF REPORT**

December 3, 2019

**To:** Tooele City Planning Commission  
Business Date: December 11, 2019

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, City Planner / Zoning Administrator

**Re: Desert Cove – Minor Subdivision Request**

Application No.: P19-639  
Applicant: Kevin Boyle, representing The Great Stock Company of Vast International Import  
Project Location: 242 East 400 North  
Zoning: R1-7 Residential Zone  
Acreage: 1.13 Acres (Approximately 49,222 ft<sup>2</sup>)  
Request: Request for approval of a Minor Subdivision in the R1-7 Residential zone regarding the creation of five single-family residential lots including one flag lot.

**BACKGROUND**

This application is a request for approval of a Minor Subdivision for approximately 1.13 acres located at approximately 242 East 400 North. The property is currently zoned R1-7 Residential. The applicant is requesting that a Minor Subdivision be approved to reconfigure and divide two existing lots into 5 single-family residential lots including a flag lot.

**ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately one dwelling unit units per acre. The purpose of the R1-7 zone is to “provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City’s residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single family dwellings, two-family dwellings and multi-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.” The R1-7 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation. All properties surrounding the subject property are zoned R1-7 Residential and are predominantly single-family residential uses. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

*Subdivision Layout.* Currently there are two parcels, one with an existing home located thereon and the other vacant, the vacant piece being a backward “L” surrounding the smaller parcel with the home. The applicant wishes to reconfigure the two lots and split the property into 5 single-family residential lots. The lots range in size from 7001 square feet up to 12,856 square feet. Each lot within the subdivision

complies with the minimum standards for lot development in the R1-7 zone and meets or exceeds requirements for minimum lot size, lot width and lot frontages.

Lot 1 will retain the existing house that will be preserved and remain part of the subdivision. The house has two detached structures to the south. The new lot lines meet minimum setback requirements from property lines to the house and from property lines to the detached accessory structures. The subdivision does not create any new non-conformities.

Lot 3 is the largest lot at 12,856 square feet, however, this lot is a flag lot so a great deal of the lot area is included in the staff portion of the flag. The staff portion of the lot will be 183 feet long and 30 feet wide and exceeds the minimum requirements for flag lots as required by the City's Subdivision ordinance. The staff portion of lot 3 includes an ingress/egress and sewer easement thus guaranteeing access and utility installation for lot 4. Tooele City ordinance requires the staff portion of the flag lot be paved in either bituminous asphalt or concrete.

There is no right-of-way dedication associated with this subdivision.

*Fencing.* There are no ordinance requirements for fencing associated with this subdivision as all properties in the area are similarly zoned.

*Criteria For Approval.* The procedure for approval or denial of a Minor Subdivision follows the same procedure of Subdivision Final Plat request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-10, 7-19-11 and 7-19-35 of the Tooele City Code.

## **REVIEWS**

*Planning Division Review.* The Tooele City Planning Division has completed their review of the Minor Subdivision submission and has issued a recommendation for approval for the request with the following proposed condition:

1. The staff portion of the flag lot shall be paved in either asphalt or concrete prior to occupancy of any of the homes on lots that access or utilize the staff portion for access.

*Noticing.* Subdivision applications do not require public hearings and therefore are not required to be publicly noticed.

## **STAFF RECOMMENDATION**

Staff recommends approval of the request for a Minor Subdivision by Kevin Boyle, representing the The Great Stock Company of Vast International Import, application number P19-639, 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 staff portion of the flag lot shall be paved in either asphalt or concrete prior to occupancy of any of the homes on lots that access or utilize the staff portion for access.

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. All lots within the proposed subdivision meet or exceed minimum lot standards regarding lot size, lot width and lot frontages and conforms to all other applicable codes and development standards as required by Tooele City ordinances.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Desert Cove Minor Subdivision Request by Kevin Boyle, representing the The Great Stock Company of Vast International Import for the purpose of creating 5 single-family residential lots, application number P19-639, based on the findings and subject to the conditions listed in the Staff Report dated December 3, 2019:”

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 Desert Cove Minor Subdivision Request by Kevin Boyle, representing the The Great Stock Company of Vast International Import for the purpose of creating 5 single-family residential lots, application number P19-639, based on the following findings:”

1. List findings...

**EXHIBIT A**

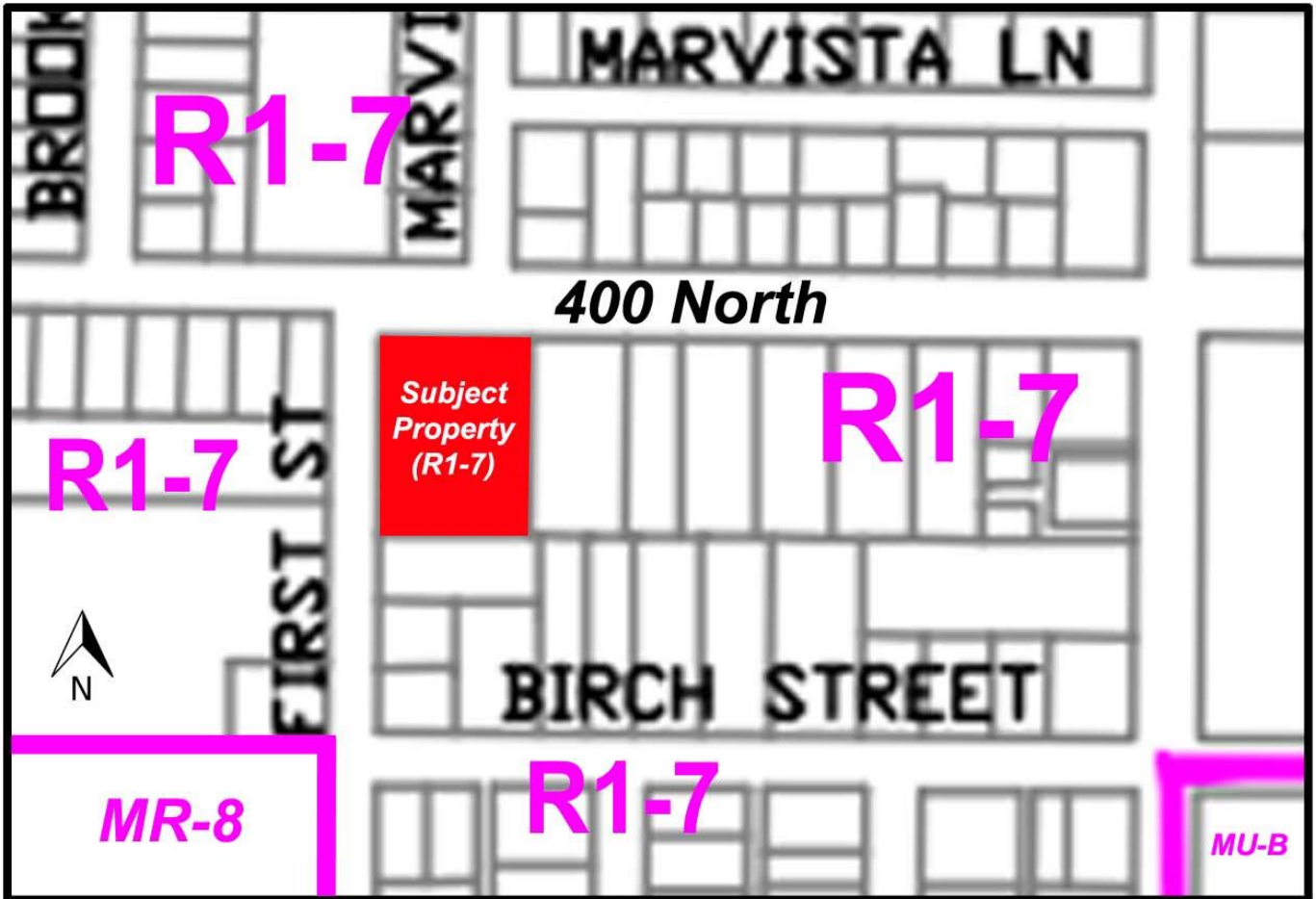
**MAPPING PERTINENT TO THE DESERT COVE MINOR SUBDIVISION**

***Desert Cove Minor Subdivision***



***Aerial View***

**Desert Cove Minor Subdivision**



**Current Zoning**



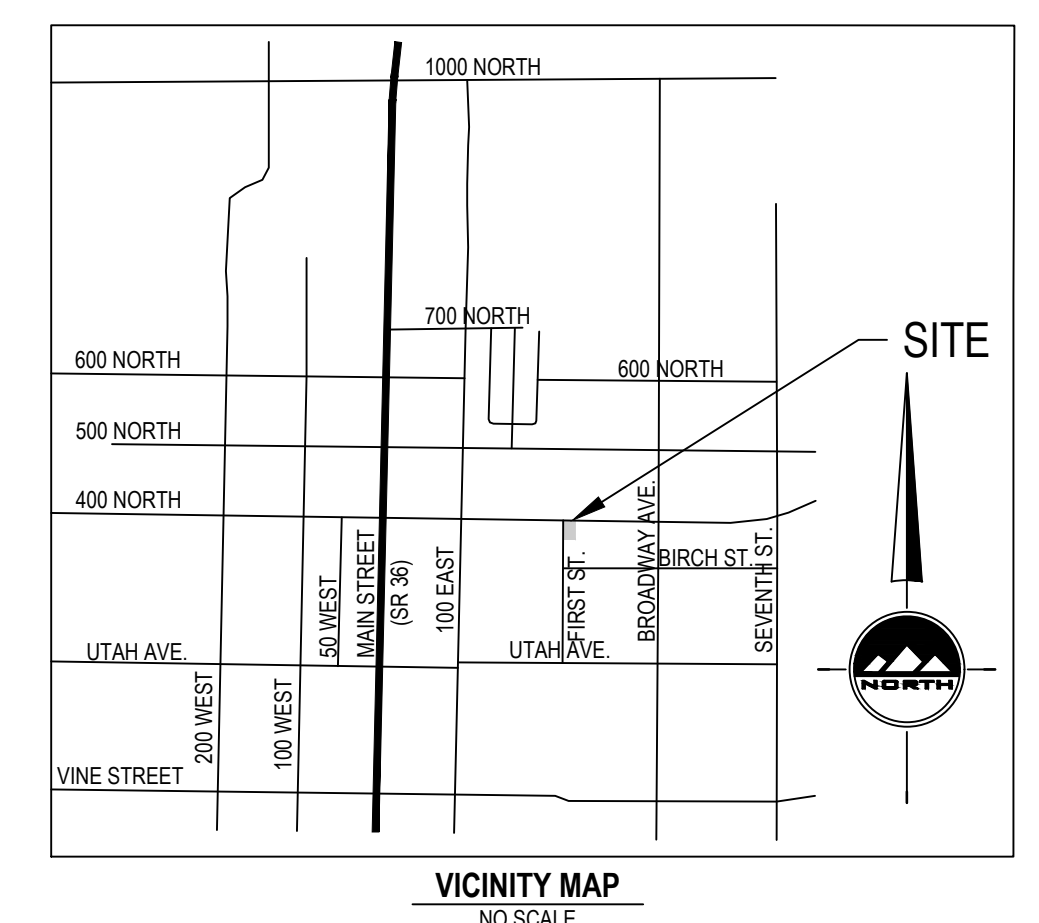
**EXHIBIT B**

**PROPOSED DEVELOPMENT PLANS**

**811**  
CALL BLUESTAKES  
@ 911 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.  
Know what's below.  
Call before you dig.

**BENCHMARK**  
WITNESS MONUMENT TO THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN.  
ELEV = 4937.21'

**FINAL PLAT**  
**DESERT COVE MINOR SUBDIVISION**  
(VACATING AND AMENDING LOT 1 OF INTERNATIONAL BUILDING ASSOCIATION SUBDIVISION)  
LOCATED IN THE SOUTHWEST CORNER  
OF SECTION 22,  
TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH



**SURVEYOR'S CERTIFICATE**  
I, Douglas J Kinsman do hereby certify that I am a Professional 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, together with easements, hereafter to be known as **DESERT COVE MINOR SUBDIVISION**, and that the same has been correctly surveyed and monumented 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.

The basis of bearing for this survey is the line between the found monuments at the Witness Monument to the West Quarter Corner and the Southwest Corner of Section 22, Township 3 South, Range 4 West, Salt Lake Base and Meridian, which bears North 0°16'14" West 2670.52 feet.

**BOUNDARY DESCRIPTION**  
All of Lot 1, Block 7 of International Building Association Subdivision, according to the official Plat thereof as Recorded in the office of the Tooele County Recorder, Entry # 210966, abate in the Southwest Quarter of Section 22, 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, which is North 0°16'14" West 633.44 feet along the Quarter Section Line and East 402.85 feet from the Southwest Corner of Section 22, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:  
thence South 89°37'02" East 195.05 feet;  
thence South 0°28'22" West 252.64 feet;  
thence North 89°37'02" West 195.07 feet;  
thence North 0°28'42" East 252.64 feet, to the Point of Beginning.

Contains 49,281 square feet or 1.13 acres, 5 lots.

Date: \_\_\_\_\_  
Douglas J. Kineman  
License no. 334575



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

**DESERT COVE MINOR SUBDIVISION**  
(VACATING AND AMENDING LOT 1 OF INTERNATIONAL BUILDING ASSOCIATION SUBDIVISION)

The undersigned owner(s) hereby convey to any and all public utility companies providing services of the hereon described tract a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner also hereby convey to any other easements as shown or noted on this plat to the parties indicated and for the purpose shown hereon.

In witness whereof I have hereunto set my / our hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

By: The Great Stock Company of Vast International Import Inc.  
Grow Wyatt

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF UTAH \_\_\_\_\_ J.S.S.  
County of TOOELE \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_,

personally appeared before me, the undersigned Notary public, in and for said County of \_\_\_\_\_ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, \_\_\_\_\_ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ RESIDING IN \_\_\_\_\_ COUNTY.

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

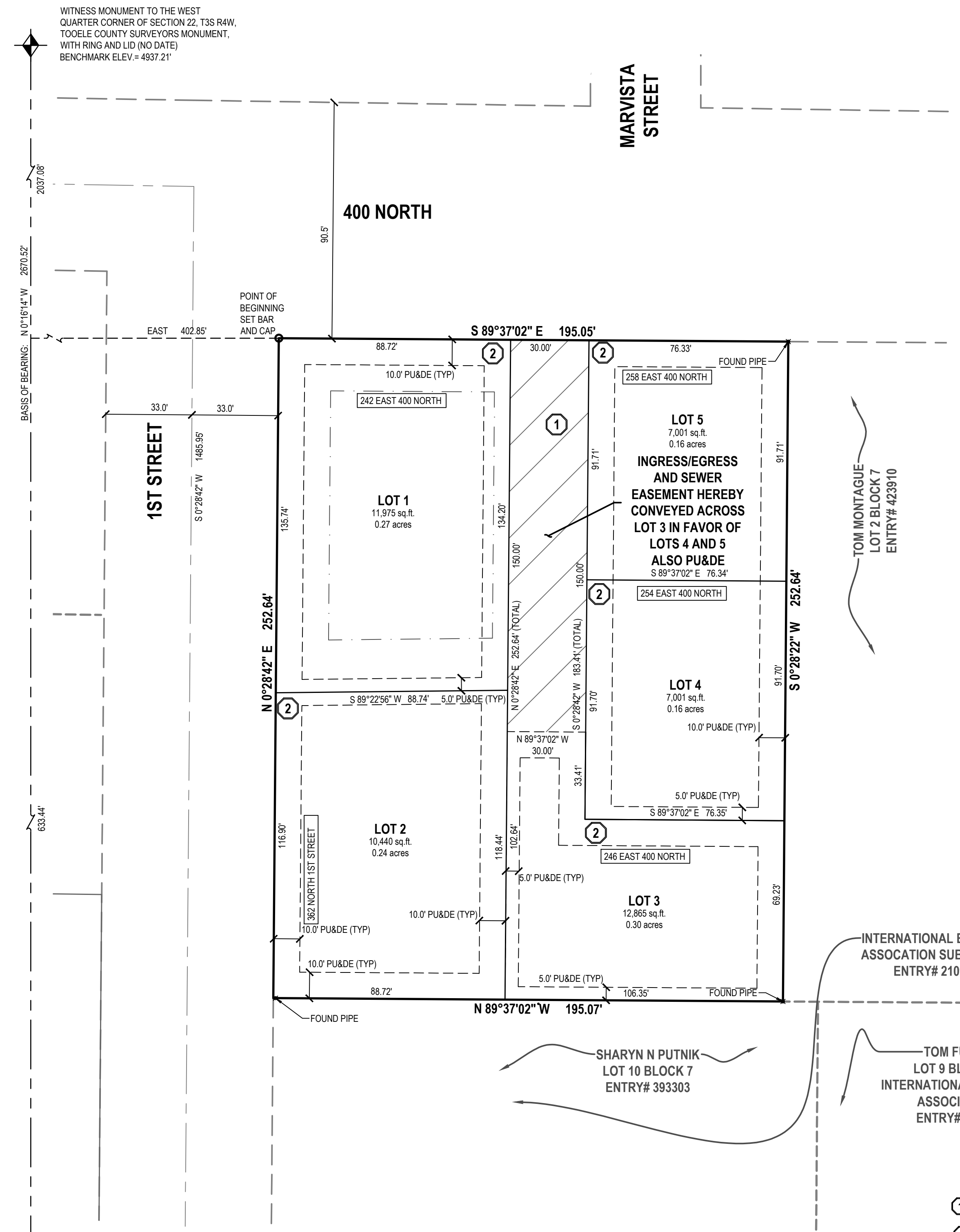
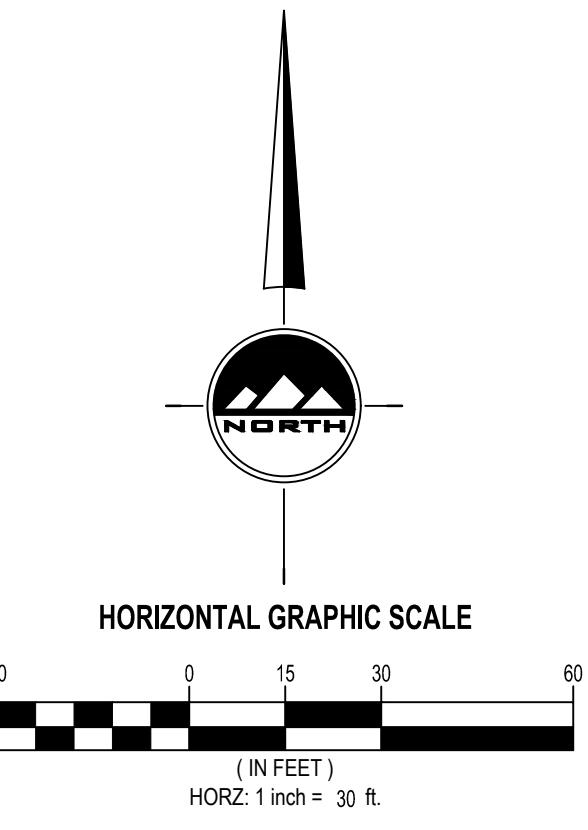
STATE OF UTAH \_\_\_\_\_ J.S.S.  
County of TOOELE \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_,

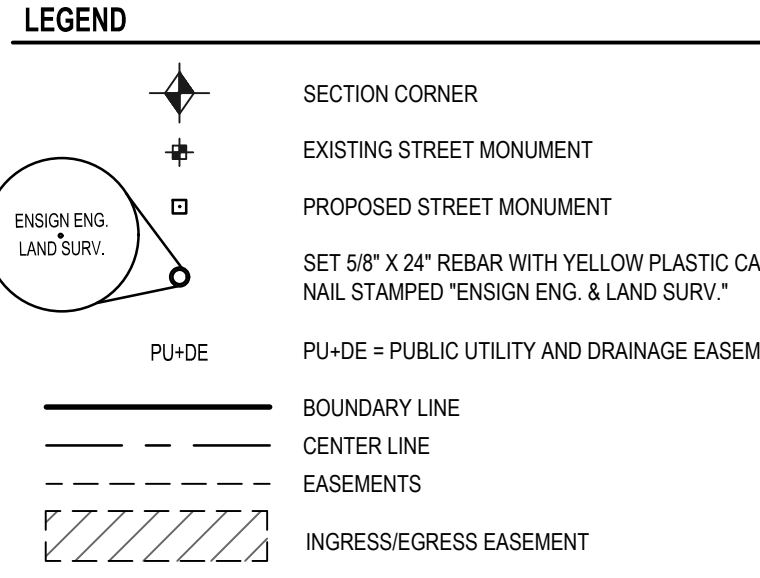
personally appeared before me, the undersigned Notary Public, in and for said County of \_\_\_\_\_ in the State of Utah, who after being duly sworn, acknowledged to me that He/She/It is the \_\_\_\_\_ of \_\_\_\_\_ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ RESIDING IN \_\_\_\_\_ COUNTY.



**NOTE:**  
① MAINTENANCE OF INGRESS/EGRESS AND UTILITY EASEMENT TO BE SHARED EQUALLY WITH LOTS 3, 4, AND 5  
② RETENTION BASINS FOR EACH LOT MUST BE PRESERVED



**DEVELOPER**  
**KEVIN BOYLE**  
560 SOUTH STATE STREET, SUITE B100  
OREM, UT 84058  
801-898-2513

**PLANNING COMMISSION APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY THE TOOELE CITY PLANNING COMMISSION.  
CHAIRMAN TOOELE CITY PLANNING COMMISSION \_\_\_\_\_

**COUNTY HEALTH DEPARTMENT**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY THE TOOELE COUNTY HEALTH DEPARTMENT.  
TOOELE COUNTY HEALTH DEPARTMENT \_\_\_\_\_

**CITY ATTORNEY**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
TOOELE CITY ATTORNEY \_\_\_\_\_

**COUNTY TREASURER APPROVAL**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY THE TOOELE COUNTY TREASURER.  
TOOELE COUNTY TREASURER \_\_\_\_\_

**COUNTY SURVEY DEPARTMENT APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY THE TOOELE COUNTY SURVEY DEPARTMENT.  
RECORD OF SURVEY FILE # XXXX-XXXX-XX  
TOOELE COUNTY SURVEY DIRECTOR \_\_\_\_\_

**DOMINION ENERGY**  
DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION 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 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 ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-368-8532.  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY \_\_\_\_\_  
DOMINION ENERGY \_\_\_\_\_ TITLE \_\_\_\_\_

**COMMUNITY DEVELOPMENT**  
APPROVED AS TO FORM ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.  
TOOELE CITY COMMUNITY DEVELOPMENT \_\_\_\_\_

**CITY ENGINEER**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
TOOELE CITY ENGINEER \_\_\_\_\_

**ROCKY MOUNTAIN POWER COMPANY**  
1. PURSUANT TO UTAH CODE ANN. § 5-3-27 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)(C)(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\_\_\_\_.  
ROCKY MOUNTAIN POWER \_\_\_\_\_

(VACATING AND AMENDING LOT 1 OF INTERNATIONAL BUILDING ASSOCIATION SUBDIVISION) LOCATED IN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

**SHEET 1 OF 1**  
PROJECT NUMBER : 9109  
MANAGER : D. KINSMAN  
DRAWN BY : C. CARPENTER  
CHECKED BY : D. BISHOP  
DATE : 2019-10-07

**CITY COUNCIL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE TOOELE CITY COUNCIL.  
ATTEST: CITY RECORDER \_\_\_\_\_

**TOOELE COUNTY RECORDER**  
RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
FEES \_\_\_\_\_ TOOELE COUNTY RECORDER

**STAFF REPORT**

December 3, 2019

**To:** Tooele City Planning Commission  
Business Date: December 11, 2019

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, City Planner / Zoning Administrator

**Re: Copper Canyon Phase 9 – Final Plat Subdivision Request**

Application No.: P19-507  
Applicant: Brian Carlisle, representing Bach Homes  
Project Location: Approximately 600 West Tooele Boulevard  
Zoning: R1-7 PUD Residential Zone  
Acreage: 8.6 Acres (Approximately 374,616 ft<sup>2</sup>)  
Request: Request for approval of a Final Plat Subdivision in the R1-7 PUD Residential zone regarding the creation of 36 single-family residential lots.

**BACKGROUND**

This application is a request for approval of a Final Plat Subdivision for approximately 8.6 acres located at approximately 600 West Tooele Boulevard. The property is currently zoned R1-7 PUD Residential. The applicant is requesting that a Final Plat Subdivision be approved to allow for the development of the currently vacant site into 36 single-family residential lots and some open space trails.

**ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the R1-7 PUD Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R1-7 PUD zone is to “provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City’s residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single family dwellings, two-family dwellings and multi-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.” The R1-7 PUD Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation. Most of the properties surrounding Phase 9 are located within the Copper Canyon PUD and bear the same zoning classification. Some land to the north west on the adjacent side of the railroad tracks is zoned MR-16 Multi-Family Residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

*Subdivision Layout.* Copper Canyon PUD is a large Planned Unit Development consisting of multiple phases, open space trails and parks. Phase 9 is a continuation of that PUD in its process to complete development. Phase 9 will connect to existing stubs in Phase 6 of the development which has recently been constructed.

The proposed phase will include an extension of Tooele Boulevard by 288 feet and also the construction of a trail system. Each lot within the proposed phase meets or exceeds minimum lot size requirements for lot width, lot size and lot frontage as required by the R1-7 zone as well as the PUD overlay.

*Landscaping.* Parcel 9A of the subdivision will be part of a development open space trail network that will eventually connect an existing park near 1000 North to a proposed park that will be constructed with future phases. The parcel will include a concrete foot path, sod on one side with bark and cobble mulches on the other to conserve water. Trees will be scattered throughout the parcel. The Tooele City Parks and Recreation Director has approved the landscaping and irrigation plans and Tooele City will be responsible to maintain this landscaping.

Double fronting lots require landscaping on the rear portion of the lot. The developer will be installing landscaping as has been installed previously in other phases. Landscaping will consist of turf sod trees along with the necessary irrigation system.

*Fencing.* Required fencing pertains to the double fronting lots. The developer will be installing six foot solid vinyl fencing along the residential lots with rear frontage onto Tooele Boulevard. Six foot solid pre-cast concrete fencing will be installed along Tooele Boulevard adjacent to the Union Pacific Rail Road.

*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 7-19-10 and 11 of the Tooele City Code.

## **REVIEWS**

*Planning Division Review.* The Tooele City Planning Division has completed their review of the Final Plat Subdivision submission and has issued a recommendation for approval for the request.

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

*Noticing.* Subdivisions do not require public hearings, therefore, public noticing is not required.

## **STAFF RECOMMENDATION**

Staff recommends approval of the request for a Final Plat Subdivision by Brian Carlisle, representing Bach Homes, application number P19-507, 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.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Master Plan.
2. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
3. The proposed development plans meet the requirements and provisions of the Tooele City Code.
4. 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.
5. The proposed development conforms to the general aesthetic and physical development of the area.
6. The public services in the area are adequate to support the subject development.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Copper Canyon Phase 9 Final Plat Subdivision Request by Brian Carlisle, representing Bach Homes for the purpose of creating 36 single-family residential lots, application number P19-507, based on the findings and subject to the conditions listed in the Staff Report dated December 3, 2019:”

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 Copper Canyon Phase 9 Final Plat Subdivision Request by Brian Carlisle, representing Bach Homes for the purpose of creating 36 single-family residential lots, application number P19-507, based on the following findings:”

1. List findings...

**EXHIBIT A**

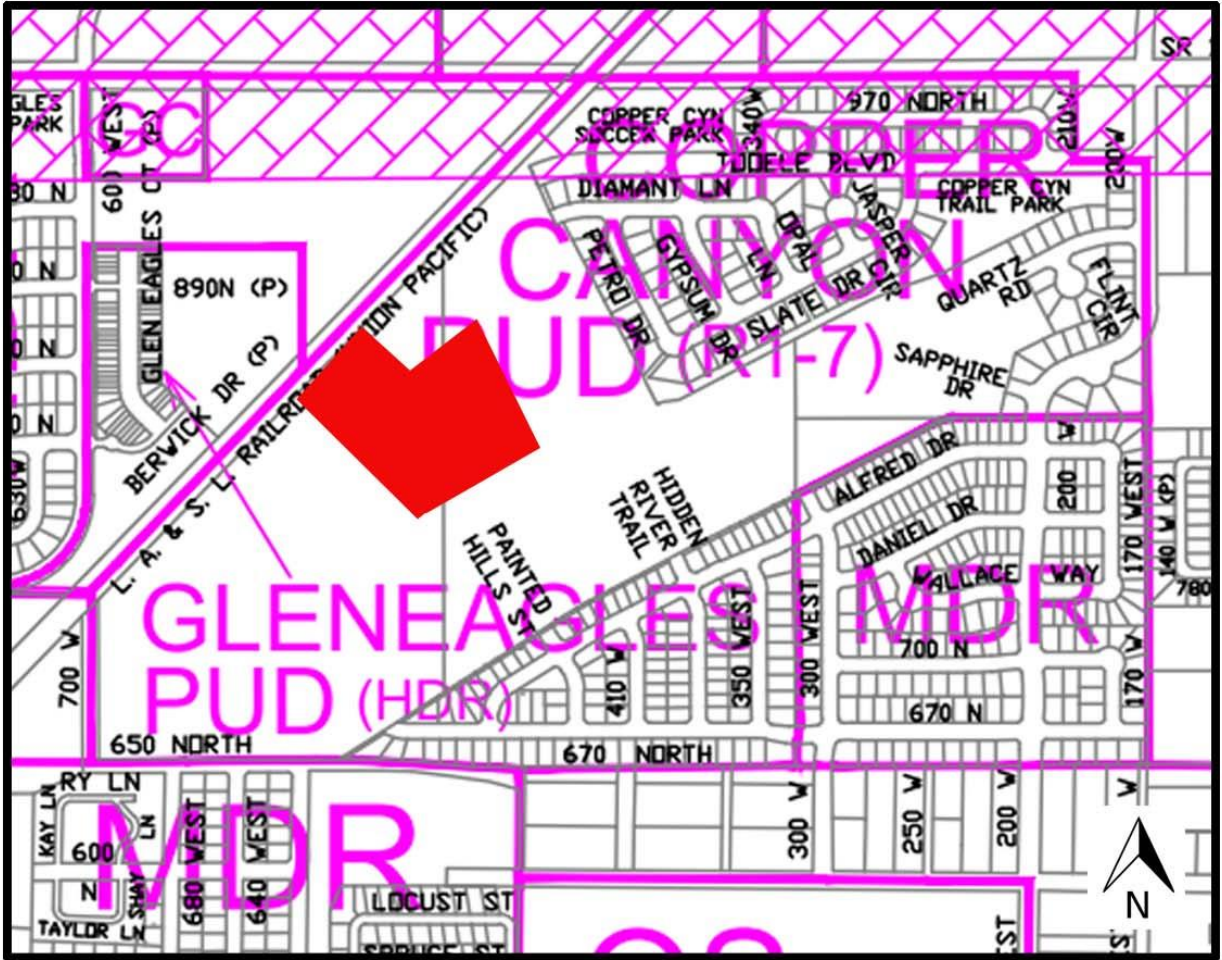
**MAPPING PERTINENT TO THE COPPER CANYON PHASE 9 FINAL PLAT  
SUBDIVISION**

***Copper Canyon Phase 9 Final Plat***



***Aerial View***

**Copper Canyon Phase 9 Final Plat**



**Current Zoning**

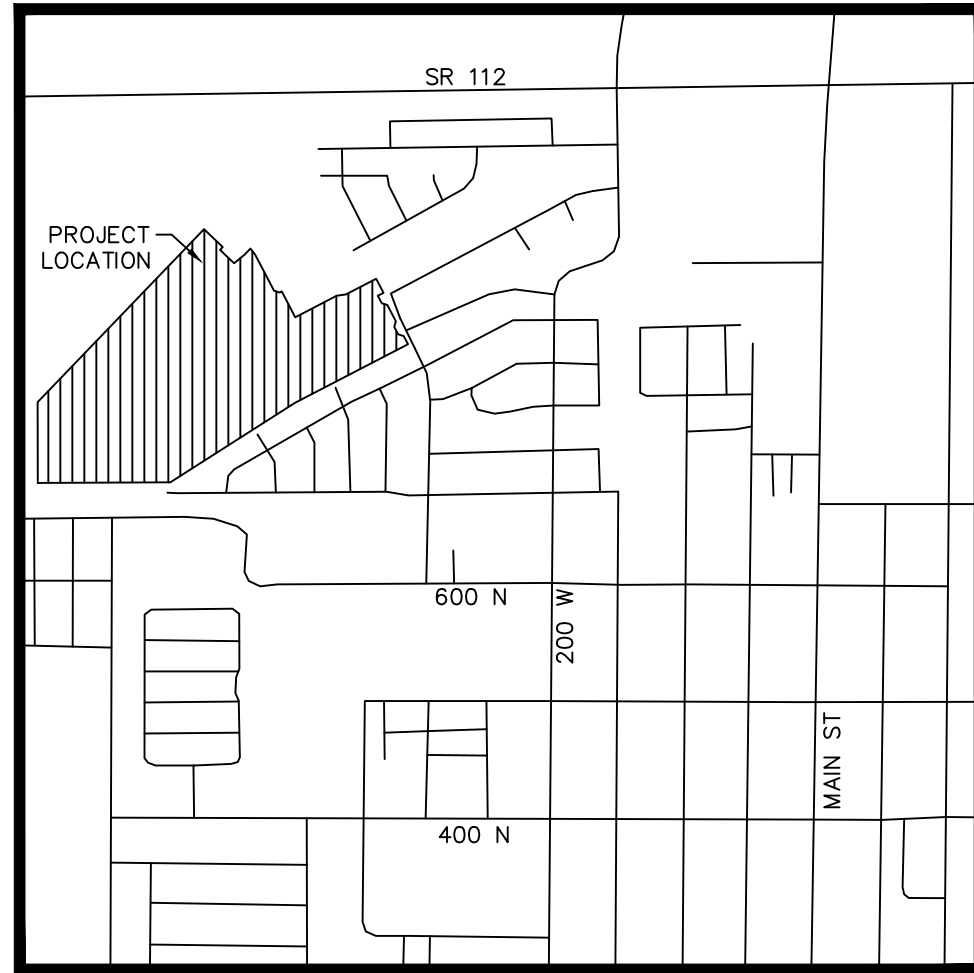
**EXHIBIT B**

**PROPOSED DEVELOPMENT PLANS**

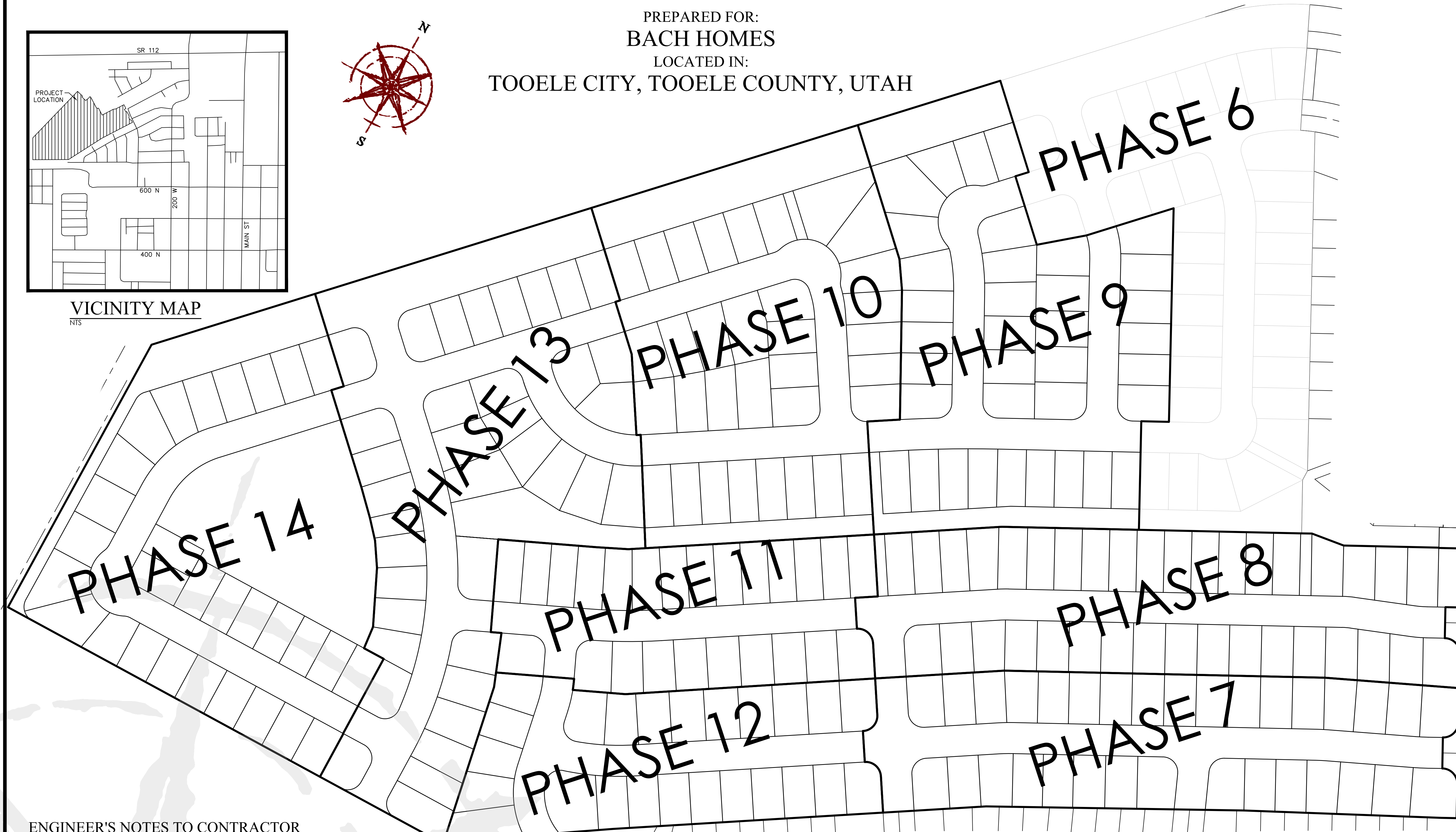


# COPPER CANYON PHASES 7-14 PRELIMINARY

PREPARED FOR:  
**BACH HOMES**  
 LOCATED IN:  
**TOOELE CITY, TOOELE COUNTY, UTAH**



VICINITY MAP  
 NTS



SITE MAP

## ENGINEER'S NOTES TO CONTRACTOR

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANT THE ACCURACY OF SUCH LINWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

## GENERAL NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION SHALL ADHERE TO TOOELE CITY STANDARD PLANS AND SPECIFICATIONS. (SEE TOOELE CITY WEB PAGE)
- ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
- THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

## NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

## CONTACTS

**ENGINEER & SURVEYOR**  
 FOCUS ENGINEERING & SURVEYING, LLC  
 32 WEST CENTER STREET  
 MIDVALE, UTAH 84047  
 (801) 352-0075  
 PROJECT MANAGER: MATHEW WANGSGAARD, EIT  
 SURVEY MANAGER: SPENCER LLEWELYN, PLS

**OWNER/DEVELOPER**  
 BACH HOMES  
 11650 SOUTH STATE STREET, SUITE 300  
 DRAPER, UTAH 84020  
 (801) 540-4808  
 CONTACT: BRIAN CARLISLE

**CITY ENGINEER**  
 TOOELE CITY OFFICES  
 90 NORTH MAIN STREET  
 TOOELE, UTAH 84074  
 (435) 843-2132  
 CONTACT: PAUL HANSEN

**PLANNING DIVISION**  
 TOOELE CITY OFFICES  
 90 NORTH MAIN STREET  
 TOOELE, UTAH 84074  
 (435) 843-2132  
 CONTACT: JIM BOLSER

Sheet List Table	
Sheet Number	Sheet Title
C1	COVER SHEET
C2.0	OVERALL PRELIMINARY PLAT
C2.01	OVERALL PRELIMINARY PLAT
C2.1	OVERALL PRELIMINARY PLAT
C2.2	OVERALL PRELIMINARY PLAT
C2.3	OVERALL PRELIMINARY PLAT
C2.4	OVERALL PRELIMINARY PLAT
C3.0	OVERALL PRELIMINARY SITE PLAN
C3.1	OVERALL PRELIMINARY SITE PLAN
C3.2	OVERALL PRELIMINARY SITE PLAN
C3.3	OVERALL PRELIMINARY SITE PLAN
C3.4	OVERALL PRELIMINARY SITE PLAN
C3.5	OVERALL PRELIMINARY SITE PLAN
C4.0	OVERALL PRELIMINARY GRADING PLAN
C4.1	OVERALL PRELIMINARY GRADING PLAN
C4.2	OVERALL PRELIMINARY GRADING PLAN
C4.3	OVERALL PRELIMINARY GRADING PLAN
C4.4	OVERALL PRELIMINARY GRADING PLAN
C4.5	OVERALL PRELIMINARY GRADING PLAN
C5.0	OVERALL PRELIMINARY DRAINAGE PLAN
C5.1	OVERALL PRELIMINARY DRAINAGE PLAN
C5.2	OVERALL PRELIMINARY DRAINAGE PLAN
C5.3	OVERALL PRELIMINARY DRAINAGE PLAN
C5.4	OVERALL PRELIMINARY DRAINAGE PLAN
C5.5	OVERALL PRELIMINARY DRAINAGE PLAN
C5.6	OVERALL PRELIMINARY DRAINAGE PLAN
C5.7	OVERALL PRELIMINARY DRAINAGE PLAN
C5.8	OVERALL PRELIMINARY DRAINAGE CALCULATIONS
C6.0	OVERALL PRELIMINARY SEWER AND WATER PLAN
C6.1	OVERALL PRELIMINARY SEWER AND WATER PLAN
C6.2	OVERALL PRELIMINARY SEWER AND WATER PLAN
C6.3	OVERALL PRELIMINARY SEWER AND WATER PLAN
C6.4	OVERALL PRELIMINARY SEWER AND WATER PLAN
C6.5	OVERALL PRELIMINARY SEWER AND WATER PLAN
PP01	PLAN AND PROFILE KEY MAP
PP02	TOOELE BOULEVARD
PP03	TOOELE BOULEVARD
PP04	TOOELE BOULEVARD
PP05	TOOELE BOULEVARD
PP06	COLEMAN STREET
PP07	COLEMAN STREET
PP08	COLEMAN STREET
PP09	ZINC ROAD
PP10	ZINC ROAD
PP11	ZINC ROAD
PP12	ZINC ROAD
PP13	DOLOMITE ROAD
PP14	DOLOMITE ROAD
PP15	DOLOMITE ROAD
PP16	700 WEST
PP17	SILICA DRIVE
PP18	LIMESTONE LANE
PP19	DIAMANT LANE
PP20	MARBLE ROAD
PP21	GALENA DRIVE
PP22	GALENA DRIVE
PP23	QUARTZ ROAD
PP24	QUARTZ ROAD
PP25	QUARTZ ROAD
PP26	QUARTZ ROAD
PP27	FELDSPAR DRIVE
PP28	PAINTED HILLS STREET
PP29	SAPPHIRE ROAD
PP30	SAPPHIRE ROAD
PP31	SAPPHIRE ROAD
PP32	SAPPHIRE ROAD
PP33	HIDDEN RIVER TRAIL
PP34	650 NORTH
PP35	650 NORTH
D01	DETAILS



**COPPER CANYON PHASES 7-14 PRELIMINARY**  
**TOOELE CITY, TOOELE COUNTY, UTAH**  
**COVER SHEET**

REVISION BLOCK	
#	DATE

**COVER SHEET**

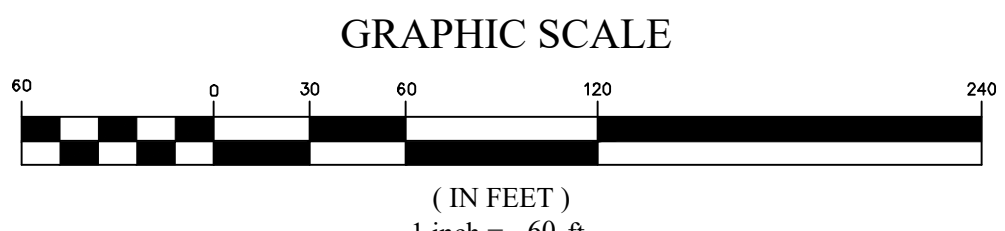
Scale: 1"=100' Drawn: MHW  
 Date: 05/06/19 Job #: 18-083  
 Sheet: C1

**BENCHMARK**  
 BENCHMARK TC-30 AS PUBLISHED BY THE TOOELE COUNTY SURVEYOR  
 FOOT EQUIVALENT ELEV: 4830.00  
 DATUM: NAVD88  
 LOCATED ON A BRASS DISK IN A PVC SLEEVE AT THE INTERSECTION OF 700 WEST AND ROGERS STREET

# FINAL PLAT

## COPPER CANYON P.U.D. - PHASE 9

LOCATED IN THE NW1/4 OF SECTION 21, AND THE NE 1/4 OF SECTION 20, T3S, R4W SALT LAKE BASE & MERIDIAN TOOELE CITY, TOOELE COUNTY, UTAH



**LEGEND**

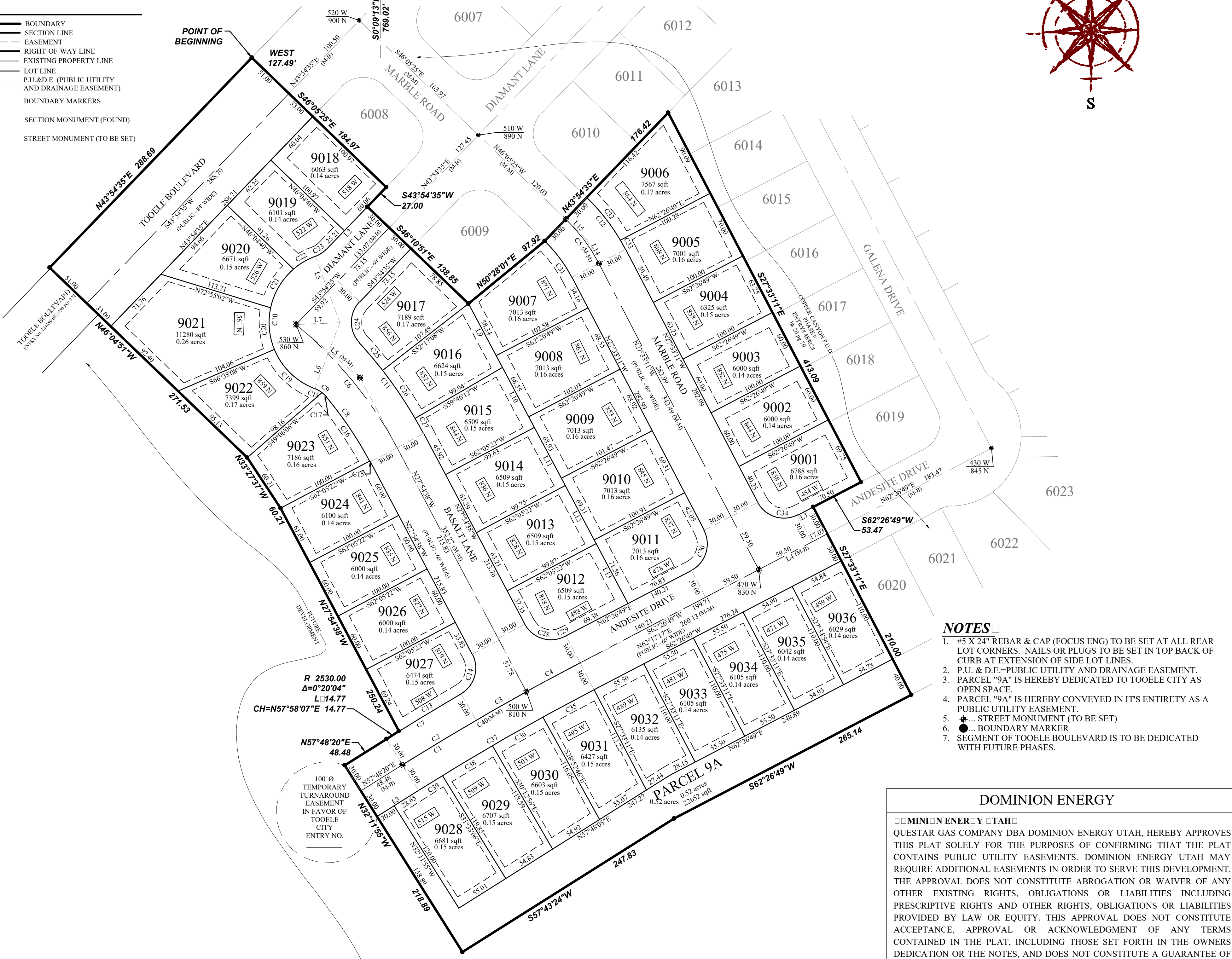
- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- EXISTING PROPERTY LINE
- LOT LINE
- P.U.D.E. (PUBLIC UTILITY AND DRAINAGE EASEMENT)
- BOUNDARY MARKERS
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)

**VICINITY MAP**  
N.T.S.

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	2500.00	4°39'16"	203.09	S60°07'43"W	203.04
C2	2500.00	1°57'39"	85.55	S58°46'55"W	85.55
C3	2500.00	1°18'32"	57.11	S60°25'00"W	57.11
C4	2500.00	1°23'06"	60.43	S61°45'49"W	60.43
C5	170.00	18°32'14"	55.00	N36°49'18"W	54.76 (M-M)
C6	400.00	22°46'21"	158.98	N39°17'49"W	157.94
C7	2530.00	1°57'39"	86.58	S58°46'55"W	86.58
C8	370.00	11°56'13"	77.09	N33°52'45"W	76.95
C9	29.50	29°21'16"	15.11	N54°31'29"W	14.95
C10	70.00	139°01'10"	169.84	S00°18'28"W	131.14
C11	430.00	14°45'08"	110.72	N35°17'12"W	110.41
C12	200.00	18°32'14"	64.71	N36°49'18"W	64.43
C13	2530.00	1°37'34"	71.81	S58°56'57"W	71.81
C14	29.50	87°40'22"	45.14	N15°55'33"E	40.86
C15	370.00	0°09'18"	1.00	S27°59'17"E	1.00
C16	370.00	11°46'55"	76.08	S33°57'24"E	75.95
C17	29.50	13°16'13"	6.83	S46°28'57"E	6.82
C18	29.50	16°05'03"	8.28	S61°09'35"E	8.25
C19	70.00	47°01'10"	57.44	S45°41'32"E	55.85
C20	70.00	34°17'37"	41.90	S05°02'08"E	41.28
C21	70.00	37°04'24"	45.29	S30°38'52"W	44.51
C22	70.00	20°37'59"	25.21	S59°30'04"W	25.07
C23	29.50	25°54'28"	13.34	S56°51'49"W	13.23
C24	29.50	86°34'21"	44.57	S00°37'24"W	40.45
C25	430.00	4°45'02"	35.65	N40°17'15"W	35.64
C26	430.00	7°40'56"	57.65	N34°04'16"W	57.61
C27	430.00	2°19'10"	17.41	S29°04'13"E	17.41
C28	29.50	89°39'47"	46.16	S72°44'31"E	41.60
C29	2530.00	0°01'45"	1.29	N62°26'29"E	1.29
C30	29.50	90°00'00"	46.34	N17°26'49"E	41.72
C31	140.00	18°32'14"	45.29	N36°49'18"W	45.10
C32	200.00	15°31'33"	54.20	N38°19'59"W	54.03
C33	200.00	3°00'41"	10.51	N29°03'32"W	10.51
C34	29.50	90°00'00"	46.34	S72°33'11"E	41.72
C35	2470.00	1°20'08"	57.58	N61°47'18"E	57.58
C36	2470.00	1°20'10"	57.60	N60°27'09"E	57.59
C37	2470.00	4°39'02"	200.49	S60°07'51"W	200.43
C38	2470.00	1°20'10"	57.60	N59°06'59"E	57.59
C39	2470.00	0°38'34"	27.71	N58°07'37"E	27.71
C40	2500.00	3°16'11"	142.66	S59°26'10"W	142.64

**Phase 9 Line Table**

LINE	DIRECTION	LENGTH
L1	N62°26'49"E	17.03
L2	S43°54'35"W	58.27
L3	N57°48'20"E	48.65
L4	S62°26'49"W	76.53
L5	N50°10'20"W	82.31
L6	S20°47'53"W	70.00
L7	N87°42'48"E	43.34
L8	S20°10'57"E	70.00
L9	N28°00'59"W	71.53
L10	N28°00'59"W	67.36
L11	N28°00'59"W	65.29
L12	N28°00'59"W	65.21
L13	N28°00'59"W	67.29
L14	S27°33'11"E	27.74
L15	S46°05'25"E	27.74



**SURVEYOR'S CERTIFICATE**  
I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, parcels, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

SPENCER W. LLEWELLYN  
PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 10516507

DATE \_\_\_\_\_

**BOUNDARY DESCRIPTION**  
A portion of the NW1/4 of Section 21 and the NE1/4 of Section 20, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:  
Beginning at the Northwest corner of COPPER CANYON P.U.D. - PHASE 6, according to the Official Plat thereof on file in the Office of the Tooele County Recorder, said point is also on the Southerly Right-of-Way of the Los Angeles and Salt Lake Railroad, located 500°09'13"E along the Section line 769.02 feet and West 127.49 feet from the Northwest Corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian (Basis of Bearing: S89°42'47"W along the Section line between the North 1/4 Corner and Northwest Corner of said Section 21); then along said plat the following 8 (eight) courses: 1) S46°05'25"E 184.97 feet; 2) S43°54'35"W 27.00 feet; 3) S46°10'51"E 138.85 feet; 4) N50°28'01"E 97.92 feet; 5) N43°54'35"E 176.42 feet; 6) S27°33'11"E 413.09 feet; 7) S62°26'49"W 53.47 feet; 8) S27°33'11"E 210.00 feet; then S62°26'49"W 265.14 feet; then S57°43'24"W 247.83 feet; then N32°11'55"W 218.89 feet; then N57°48'20"E 48.48 feet; then Northeastly along the arc of a non-tangent curve to the right having a radius of 2,530.00 feet (radius bears: S32°11'55"E) a distance of 14.77 feet through a central angle of 00°20'04" Chord: N57°58'07"E 14.77 feet; then N27°54'38"W 250.24 feet; then N33°27'37"W 60.21 feet; then N46°04'51"W 271.53 feet to the Southeastly Right-of-Way of the Los Angeles and Salt Lake Railroad; then N43°54'35"E along said Right-of-Way 288.69 feet to the point of beginning.

Contains: 8.61 acres +/-  
36 Lots  
Parcel 9A

**OWNER'S DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, A PARCEL AND STREETS TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOWN AS  
**COPPER CANYON P.U.D. PHASE 9**  
DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL STREETS AND OTHER PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO TOOELE CITY AND TO ANY AND ALL PUBLIC UTILITY COMPANIES 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 UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNER ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN AND/OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

MANAGING MEMBER  
PHOENIX OF COPPER CANYON, LLC

TOOELE CITY

**MUNICIPAL CORPORATION ACKNOWLEDGMENT**  
STATE OF UTAH \_\_\_\_\_ S.S.  
COUNTY OF \_\_\_\_\_ S.S.  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF \_\_\_\_\_ IN SAID STATE OF UTAH, \_\_\_\_\_, WHO, BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_ CITY CORPORATION, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID MUNICIPAL CORPORATION, FOR THE PURPOSES THEREIN MENTIONED, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID MUNICIPAL CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: \_\_\_\_\_ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN \_\_\_\_\_ COUNTY

MY COMMISSION No. \_\_\_\_\_ PRINTED FULL NAME OF NOTARY \_\_\_\_\_

**LIMITED LIABILITY ACKNOWLEDGMENT**  
STATE OF UTAH \_\_\_\_\_ S.S.  
COUNTY OF \_\_\_\_\_ S.S.  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF \_\_\_\_\_ IN SAID STATE OF UTAH, \_\_\_\_\_, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: \_\_\_\_\_ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN \_\_\_\_\_ COUNTY

MY COMMISSION No. \_\_\_\_\_ PRINTED FULL NAME OF NOTARY \_\_\_\_\_

**CITY COUNCIL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ BY THE TOOELE CITY COUNCIL.

ATTEST:

**NOTES**

- #5 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
- P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT.
- PARCEL "9A" IS HEREBY DEDICATED TO TOOELE CITY AS OPEN SPACE.
- PARCEL "9A" IS HEREBY CONVEYED IN ITS ENTIRETY AS A PUBLIC UTILITY EASEMENT.
- ... STREET MONUMENT (TO BE SET)
- ... BOUNDARY MARKER
- SEGMENT OF TOOELE BOULEVARD IS TO BE DEDICATED WITH FUTURE PHASES.

**DOMINION ENERGY**  
MINER ENERGY  
QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THE APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER 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 OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 801-366-8532.

Approved this \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

QUESTAR GAS COMPANY  
dba DOMINION ENERGY UTAH

Approved this \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ROCKY MOUNTAIN POWER**

1. PURSUANT TO UTAH CODE ANN. 54-3-27 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)(g) 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:

- A RECORDED EASEMENT OR RIGHT-OF-WAY
- THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
- TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
- ANY OTHER PROVISION OF LAW

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

ROCKY MOUNTAIN POWER

BY - \_\_\_\_\_

TITLE - \_\_\_\_\_

**TOOELE COUNTY SURVEY DEPARTMENT**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

ROS MAP # 2016-0045

TOOELE COUNTY SURVEY DEPARTMENT

PREPARED FOR  
**BACH HOMES**  
11650 SOUTH STATE STREET SUITE 300  
DRAPER, UTAH 84020  
PH: 801-727-9500

PREPARED BY  
**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
9649 SOUTH HIGH TECH DRIVE SUITE 200  
MIDVALE, UT 84047 PH: (801) 352-8075  
www.focusllc.com

Scale: 1"=60'  
Date: 01/14/2019

Drawn: MW/DC  
Job #: 19-0001

**COUNTY HEALTH DEPARTMENT**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ BY THE TOOELE COUNTY HEALTH DEPARTMENT.

TOOELE COUNTY HEALTH DEPARTMENT

**CITY ATTORNEY**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

TOOELE CITY ATTORNEY

**CITY ENGINEER**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

TOOELE CITY ENGINEER

**COMMUNITY DEVELOPMENT**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

TOOELE CITY COMMUNITY DEVELOPMENT

**COUNTY TREASURER**  
REVIEWED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ BY THE TOOELE COUNTY TREASURER.

TOOELE COUNTY TREASURER

**PLANNING COMMISSION**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ BY THE TOOELE CITY COMMISSION.

CHAIRMAN TOOELE CITY PLANNING COMMISSION

**TOOELE COUNTY RECORDER**  
RECORDED NO. \_\_\_\_\_  
STATE OF UTAH, COUNTY OF TOOELE, RECORDED & FILED AT THE REQUEST OF  
DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

FEE \$ \_\_\_\_\_ TOOELE COUNTY RECORDER

REVISION BLOCK		DESCRIPTION
#	DATE	

**PLANT SCHEDULE**

Symbol	Scientific Name	Common Name	Size	Quantity	Waterwise
<b>SHRUBS</b>					
CCB	Caryopteris clandonensis 'Blue Mist'	Blue Mist Bluebeard	5 Gal	5	Yes
CMF	Chamaebatiaria millefolium	Fern Bush	5 Gal	13	Yes
CAE	Cornus alba elegantissima	Variegated Dogwood	5 Gal	4	No
RAG	Rhus aromatica 'Gro-Low'	Fragrant Sumac	5 Gal	8	Yes
<b>PERENNIALS &amp; ORNAMENTAL GRASSES</b>					
CAK	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1 Gal	21	Yes
CGS	Careopsis grandiflora 'Sunfire'	Sunfire Tickseed	1 Gal	44	Yes
EPP	Echinacea purpurea 'Prairie Splendor'	Purple Coneflower	1 Gal	32	Yes
PAR	Perovskia atriplicifolia	Russian Sage	1 Gal	6	Yes
RFG	Rudbeckia fulgida 'Goldsturm'	Black Eyed Susan	1 Gal	8	Yes
SNE	Salvia nemorosa 'East Friesland Blue'	East Friesland Blue Salvia	1 Gal	12	Yes

**LANDSCAPE NOTES:**

- NATIVE GRASS AREAS TO BE BROADCAST SEEDED WITH NATIVE CABIN GRASS BLEND FROM GRANITE SEED CO. FINE LEVEL ALL AREAS PRIOR TO SEEDING. INSTALL WOOD FIBER HYDROMULCH OVER ALL NATIVE GRASS AREAS AFTER SEEDING.
- SANDY LOAM TOPSOIL TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS: 6" AMENDED TOPSOIL ALL NEW PLANTER AREAS AND 3" IN NATIVE GRASS AREAS. IF SOILS ARE SUITABLE, CONTRACTOR MAY STRIP, STOCKPILE, AND REUSE EXISTING TOPLOIL FOR NATIVE GRASS AREAS ONLY.
- SHREDDED BARK MULCH TO BE INSTALLED AT A DEPTH OF 4" IN PLANTER BEDS AND IN DRY RIVERBED ISLAND AREAS. PULL BARK MULCH MIN. 4" AWAY FROM BASE OF ALL PLANTS AND MIN. 6" AWAY FROM ALL TREES.
- TREES LOCATED IN GRASS AREAS SHALL HAVE A 4' TREE WELL AROUND BASE OF TREE WITH 4" DEPTH OF BARK MULCH.
- ALL TREES TO BE STAKED AT TIME OF PLANTING. LOOSEN AFTER FIRST GROWING SEASON AND REMOVE STAKING AFTER SECOND GROWING SEASON.
- TURF GRASS AREAS TO BE SEEDDED WITH KENTUCKY BLUEGRASS BLEND OVER 4 INCHES GOOD GRADE TOPSOIL.
- DRY RIVERBED TO BE 6" DEPTH OF 2"-4" WEST POINT COBBLE ROCK OVER DEWITT PRO-5 WEED BARRIER FABRIC. GRADE RIVERBED WITH A 6" TO 12" SWALE TO IMITATE A RIVERBED.

**LANDSCAPE LEGEND**

- LANDSCAPE BOULDERS (3' TO 4' SIZE - 32 TOTAL BOULDERS)  
LANDSCAPE BOULDERS SHALL BE MAQUIRE DECORATIVE BOULDERS
- DRY RIVERBED WEST POINT COBBLE ROCK 2"-4" SIZE
- NATIVE CABIN GRASS BLEND
- 4" BARK MULCH

**NATIVE CABIN GRASS BLEND**

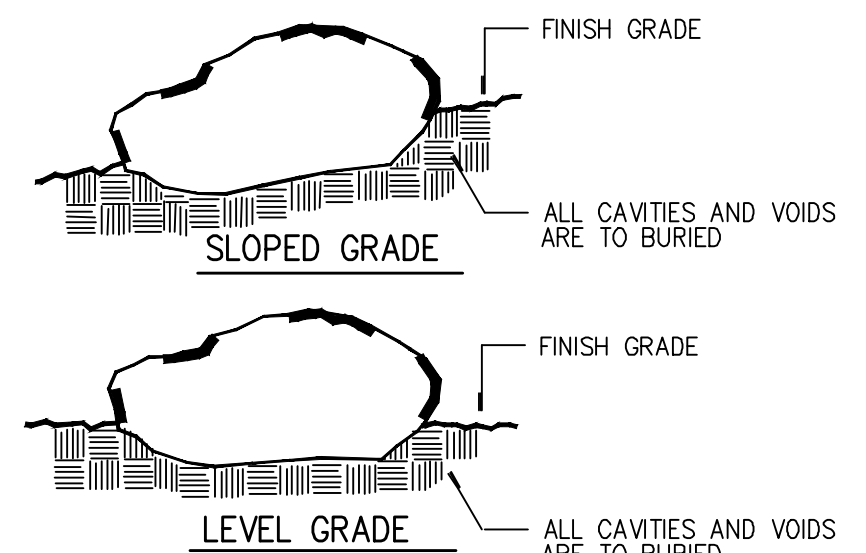
SPECIES	PLS/ACRE
MOUNTAIN BROME (BROMUS MARGINATUS)	7.50
SLENDER WHEATGRASS (ELYMUS TRACHYCAULUS SPP. TRACHYCAULUS)	6.25
SANDBERG BLUEGRASS (POA SECUNDA SPP. SANDBERGII)	1.25
BIG BLUEGRASS (POA SECUNDA SPP. AMPLA)	1.25
SHEEP FESCUE (FESTUCA OVINA)	1.25
WESTERN WHEATGRASS (PASCOPYRUM SMITHI)	5.00
BEARDLESS BLUEBUNCH WHEATGRASS (PSEUDOROERIA SPICATA SPP. INERMIS)	2.50
<b>TOTAL</b>	<b>25.00 LBS.</b>

**TREE LEGEND**

- Fraxinus americana* 'Autumn Purple'  
Autumn Purple Ash 2" cal.  
(3 total)
- Gleditsia triacanthos* i. 'Shademaster'  
Shademaster Honeylocust 2" cal.  
(6 total)
- Tilia cordata* 'Greenspire'  
Greenspire Linden 2" cal.  
(18 total)
- Juniperus virginiana cupressi-olia*  
Hillspire Juniper 6' ht. (8 total)
- Pinus leucodermis* 'Heldreichii'  
Cosnian Pine 6' ht. (5 total)

**BOULDER NOTES**

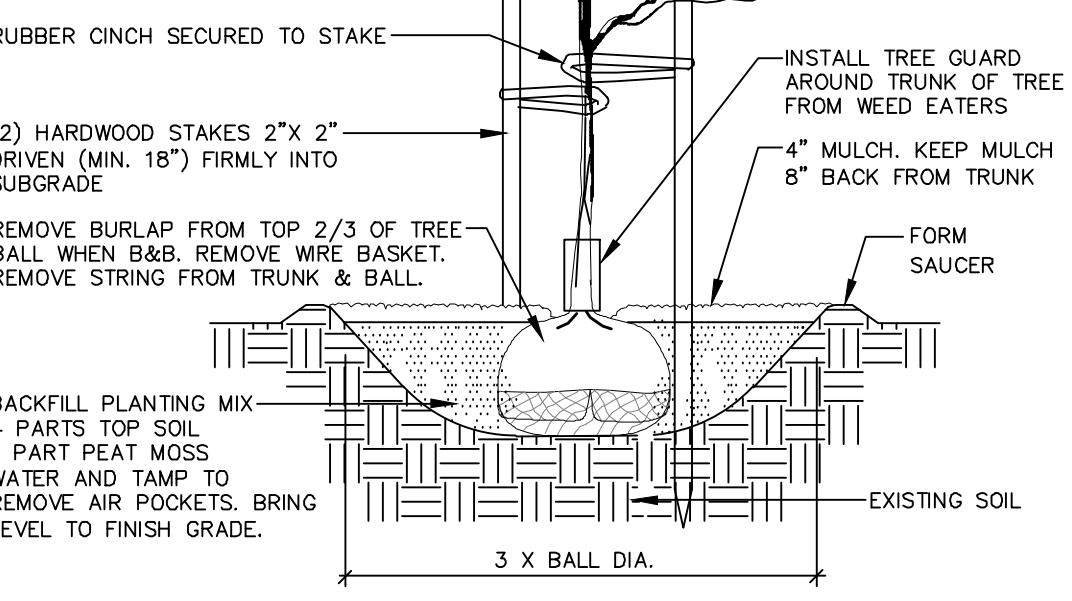
- INSTALLER IS TO BE RESPONSIBLE TO PREVENT ANY SEVERE CHIPPING OR DAMAGE TO BOULDERS DURING THE PLACEMENT PROCESS.
- BOULDERS ARE TO BE PLACED USING CABLES FROM A LOADER BOOM OR A BOULDER PLACEMENT BOOM.
- BOULDER IS TO ULTIMATELY BE SET TO A MINIMUM OF 1/3 BURIED (SEE DETAIL).
- ALL CAVITIES AND VOIDS NEAR THE BOTTOM OF THE BOULDER ARE TO BE SET BELOW FINISH GRADE.



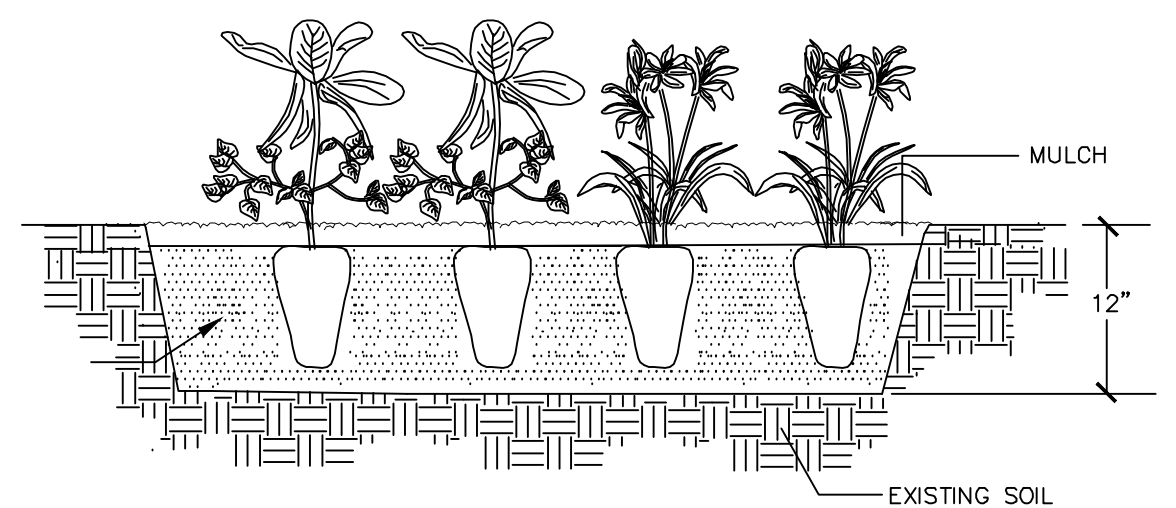
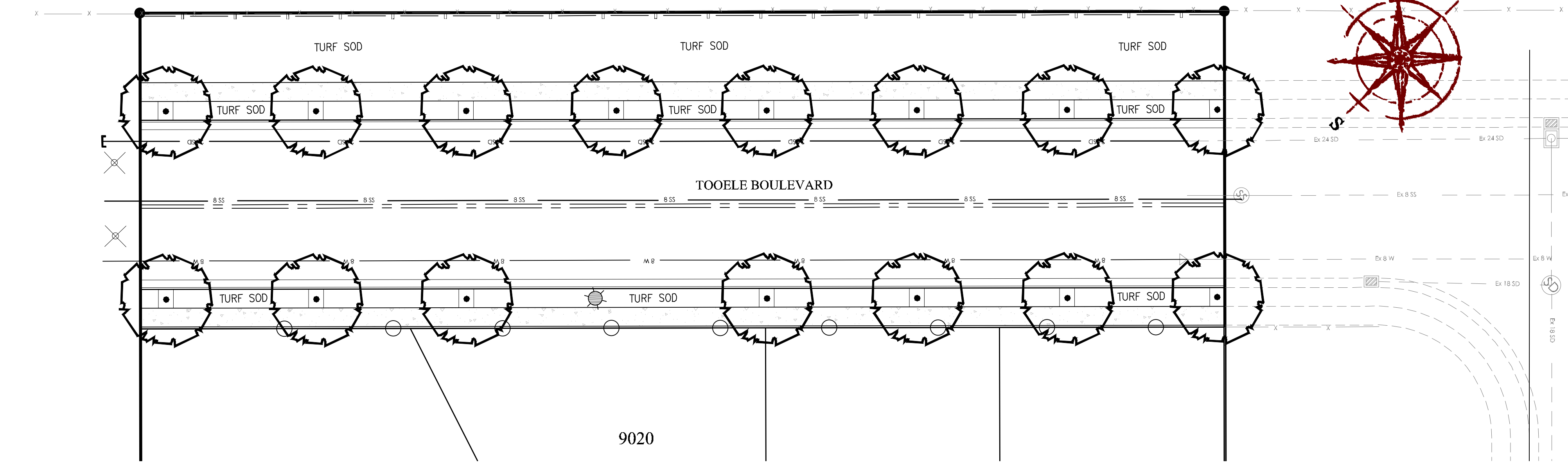
NOTE: BOULDERS IN CLUSTERS ARE TO BE SET AT VARIED HEIGHTS

**(C) BOULDER DETAIL**  
NOT TO SCALE

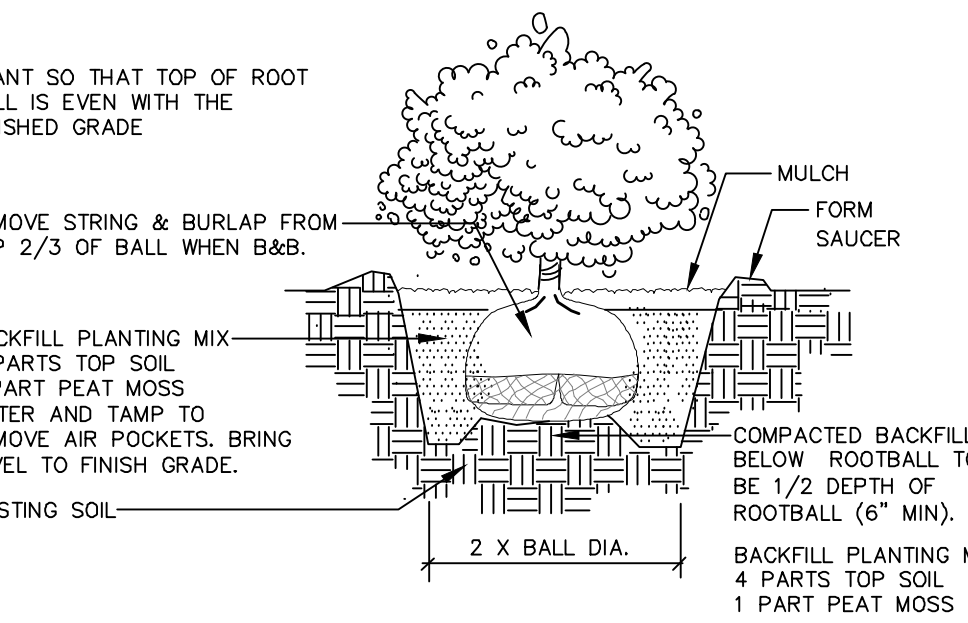
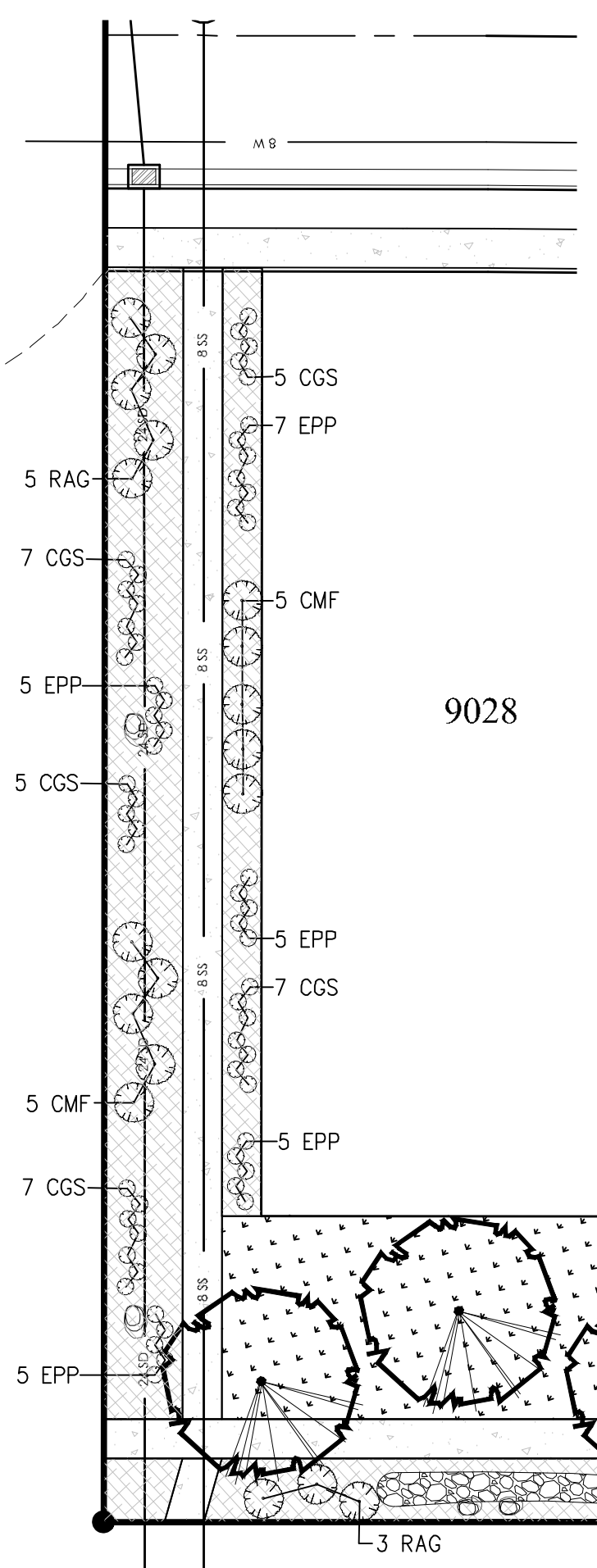
- PLANT SO THAT ROOT FLAIR IS AT OR 1" ABOVE GRADE
- PROVIDE 3' DIA. CLEARANCE AT BASE OF TREE, FREE OF ROCK AND TURF.



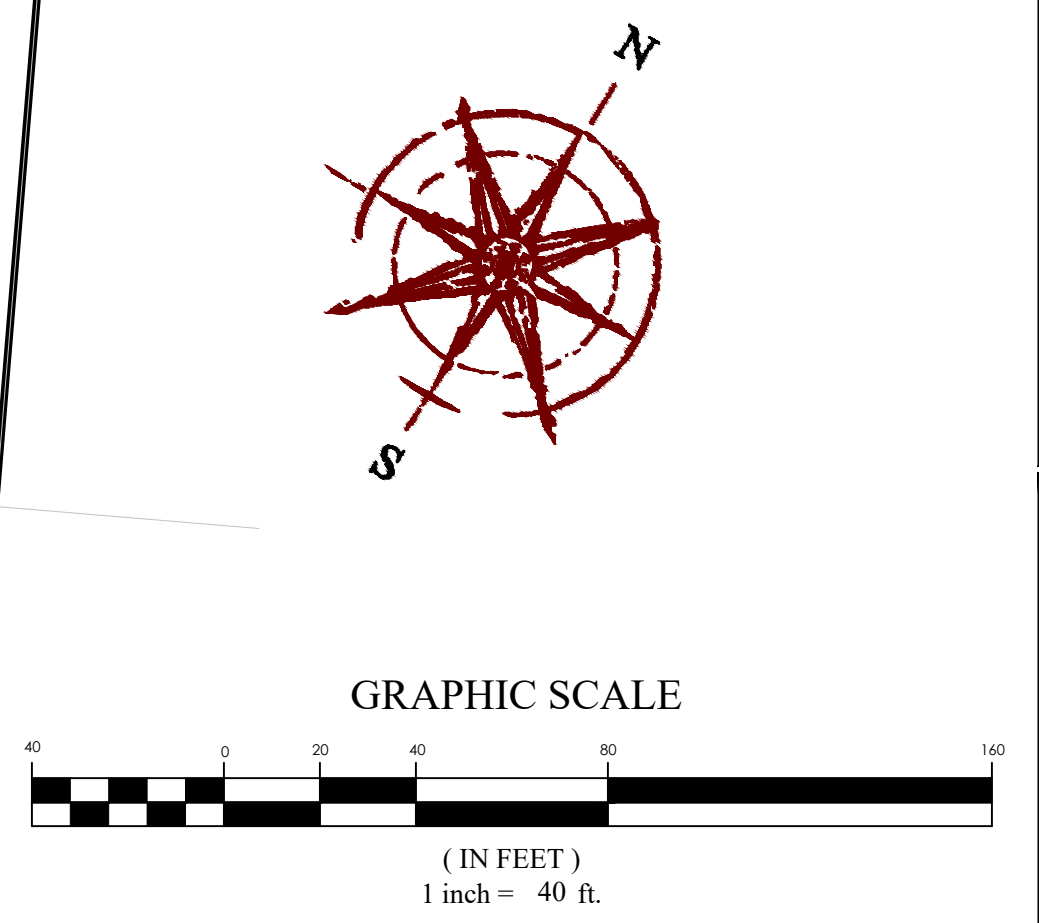
**(B) TREE PLANTING & STAKING**  
NOT TO SCALE



**(A) PERENNIAL PLANTING**  
NOT TO SCALE



**(D) SHRUB PLANTING**  
NOT TO SCALE



## TOOELE CITY CORPORATION

### RESOLUTION 2019-86

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE FOR WATER AND SEWER MODELING FEES ASSOCIATED WITH NEW DEVELOPMENTS.**

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

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

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

WHEREAS, U.C.A. §10-9a-508 authorizes municipalities to impose exactions on new developments if an essential link exists between a legitimate governmental interest and each exaction, and each exaction is roughly proportionate, or roughly equivalent, both in nature and extent, to the impact of the proposed development; and,

WHEREAS, Rule 309-511 (Hydraulic Modeling Requirements) of the Utah Rules of Administration, authorized by U.C.A. §19-4-104, requires municipalities to conduct water modeling for new developments that impact a municipality's water systems (see Rule 309-511 attached as Exhibit A); and,

WHEREAS, it is appropriate for Tooele City to pass on to developments the costs incurred by the City to conduct the required water and sewer modeling for those developments; and,

WHEREAS, the City Administration proposes that the water and sewer modeling fees shown in Exhibit A be established in the Tooele City Fee Schedule and be charged to all new developments except single lot splits where the lots connect to existing water and sewer main lines; and,

WHEREAS, the proposed water and sewer modeling fees are based on third-party actual time and cost, and estimates of the actual time and cost, to perform the water and sewer modeling for new developments in Tooele City; and,

WHEREAS, based on the above, the proposed water and sewer modeling fees are lawful exactions imposed upon new developments; and,

WHEREAS, the water and sewer modeling fees may be amended by the City Administration, and reflected in the Fee Schedule, from time to time as necessary to adjust to changing costs and circumstances:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the water and sewer modeling fees shown in Exhibit A and proposed by the City Administration are hereby approved and shall be incorporated into the Tooele City Fee Schedule.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

# Exhibit A

## Proposed Water and Sewer Modeling Fees

### Water Modeling Fee:

Lot Split on Existing Water Main Line	\$0.00
Lot Split on New Water Main Line	<del>\$500.00</del> <u>1,000.00</u>
≥3 and ≤10 Lots	<del>\$500.00</del> <u>2,000.00</u>
11 to 50 Lots	<del>\$1,000.00</del> <u>2,500.00</u>
51 to 100 Lots	<del>\$1,500.00</del> <u>3,000.00</u>
101+ Lots	<del>\$1,500.00</del> <u>3,000.00</u> + \$10.00/Lot

### Sewer Modeling Fee:

<u>Lot Split on Existing Sewer Main Line</u>	<u>\$0.00</u>
<u>Lot Split on New Sewer Main Line</u>	<u>\$1,000.00</u>
<u>≥3 and ≤10 Lots</u>	<u>\$2,000.00</u>
<u>11 to 50 Lots</u>	<u>\$2,500.00</u>
<u>51 to 100 Lots</u>	<u>\$3,000.00</u>
<u>101+ Lots</u>	<u>\$3,000.00 + \$10.00/Lot</u>