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**PUBLIC NOTICE**

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, March 18, 2020, at the hour of 7:00 p.m. The meeting will be held at the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah.

In light of Governor Gary Herbert's announcement on Thursday to limit public gatherings, we encourage those who wish to attend the City Council meeting to do so, by joining us live on Facebook, at Tooele City <https://www.facebook.com/tooelecity/>

We care greatly for our community's health and want to implement precautions at this time, yet we still want to encourage public participation. If you would like to make a comment during the public comment period or during the public hearing items, you may by emailing [cmpubliccomment@tooelecity.org](mailto:cmpubliccomment@tooelecity.org) Please know that emails will only be read at the designated points in the meeting. See bottom of agenda for more information on how to make public comments during the meeting\*.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Ordinance 2020-16** An Ordinance of Tooele City Enacting Tooele City Code Section 1-5-6.5 Regarding Electronic City Council Meetings
4. **Public Comment Period**
5. **Public Hearing**
  - a. **Ordinance 2020-04** An Ordinance of Tooele City Amending Tooele City Code Chapter 7-19 Regarding Acceptance of Public Improvements  
Presented by Jim Bolser & Roger Baker
  - b. **Ordinance 2020-05** An Ordinance of Tooele City Amending Tooele City Code Chapter 7-19 Regarding Approval of Subdivision Final Plat Applications  
Presented by Jim Bolser
6. **Second Reading Items**
  - a. **Ordinance 2020-04** An Ordinance of Tooele City Amending Tooele City Code Chapter 7-19 Regarding Acceptance of Public Improvements  
Presented by Jim Bolser & Roger Baker
  - b. **Ordinance 2020-05** An Ordinance of Tooele City Amending Tooele City Code Chapter 7-19 Regarding Approval of Subdivision Final Plat Applications  
Presented by Jim Bolser

- c. **Ordinance 2020-06** An Ordinance of Tooele City Amending Tooele City Code Chapter 4-11 Regarding Sidewalks to Establish Civil Penalties for Violations  
Presented by Roger Baker
- d. **Resolution 2020-10** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Civil Infraction for Violations of Tooele City Code Chapter 4-11 Regarding Sidewalks  
Presented by Roger Baker
- e. **Subdivision Final Plat for Providence at Overlake Phase 4** by HK Schmidt, LLC at Approximately 400 West 1400 North for 30 Lots in the R1-7 Residential Zoning District  
Presented by Jim Bolser

## 7. First Reading Items

- a. **Ordinance 2020-11** An Ordinance of Tooele City Repealing Tooele City Code Chapter 1-20 Regarding the Department of Engineering  
Presented by Roger Baker
- b. **Ordinance 2020-15** An Ordinance of Tooele City Amending the Tooele City Policies & Procedures Manual  
Presented by City Administration
- c. **Resolution 2020-18** A Resolution of the Tooele City Council Declaring Surplus the Old Police Station  
Presented by Roger Baker
- d. **Resolution 2020-19** A Resolution of the Tooele City Council Approving a Listing Agreement with New West Realty Group for the Old Police Station  
Presented by Roger Baker
- e. **Resolution 2020-20** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for Conditional Use Permit and Zoning Map Amendment Applications Fees  
Presented by Jim Bolser
- f. **Resolution 2020-21** A Resolution of the Tooele City Council Approving an Agreement with Jensen Family Landscape for the 400 West Landscape Improvement Project  
Presented by Darwin Cook
- g. **Resolution 2020-22** A Resolution of the Tooele City Council Approving an Agreement with Broken Arrow, Inc. to Install Water Services and Meters Associated with the 400 West Landscape Improvement Project  
Presented by Darwin Cook

- h. **Resolution 2020-23** A Resolution of the Tooele City Council Approving an Agreement with Mountain States Fence to Install a Perimeter Fence at the Tooele City Cemetery  
Presented by Darwin Cook
  
- i. **Subdivision Final Plat Request by Garlington Development LLC** for England Ridge Subdivision to be Located at Approximately 810 North 520 East for 87 Single-Family Lots in the R1-7 Residential Zone  
Presented by Jim Bolser
  
- j. **Subdivision Plat Amendment Request to the Loma Vista Subdivision** by Tyler Kukahiko for Lots Located at 1356 and 1342 East 420 South in the R1-12 Residential Zone  
Presented by Jim Bolser

8. **Minutes**

9. **Invoices**

10. **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@tooelecity.org](mailto:michellep@tooelecity.org), Prior to the Meeting.

**\*If you wish to comment by email during the public comment period or hearings, include your full name and address in the email. Emails for public comment period or public hearings will only be read at designated points on the agenda.**

**TOOELE CITY CORPORATION**

***DRAFT ORDINANCE 2020-16***

**AN ORDINANCE OF TOOELE CITY ENACTING TOOELE CITY CODE SECTION 1-5-6.5 REGARDING ELECTRONIC CITY COUNCIL MEETINGS.**

WHEREAS, Utah’s Governor has declared a state of emergency for the State of Utah in connection with the spread of Covid-19 and the Coronavirus, and has issued guidance to avoid gatherings of large numbers of people in close proximity as a means of slowing the spread of Covid-19; and,

WHEREAS, Tooele City has issued its own emergency declaration in response to Covid-19; and,

WHEREAS, Utah Code Section 52-4-207 (of the Utah Open and Public Meetings Act) allows Utah municipalities to adopt policies governing electronic meetings of public bodies, e.g., the Tooele City Council; and,

WHEREAS, Tooele City Charter Section 2-04 provides, in relevant part, 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”; and,

WHEREAS, the City Council finds that allowing for participation by City Council members in City Council meetings via electronic means will allow for optimum flexibility in convening City Council meetings irrespective of member schedules, member locations, and member or public conditions; and,

WHEREAS, the conduct of City Council meetings is governed by Tooele City Code Section 1-5-5 through 1-5-8; and,

WHEREAS, the Council Chairman recommends that TCC Chapter 1-5 be amended, through the enactment of Section 1-5-6.5, to allow for and govern electronic City Council meetings, consistent with the Utah Open and Public Meetings Act, the proposed amendments being reflected in the attached Exhibit A; and,

WHEREAS, the City Council finds this Ordinance, and the allowance of electronic meetings, to be in the best interest of Tooele City and its residents and businesses:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 1-5-6.5 regarding electronic City Council meetings is hereby enacted as shown in the attached Exhibit A.

This Ordinance is necessary for the preservation of the peace, health, safety, welfare, and orderly administration of Tooele City and its residents and businesses, and shall become effective immediately upon approval as authorized by the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this  
\_\_\_\_ day of \_\_\_\_\_, 2020.

TOOELE CITY COUNCIL

(For)

(Against)

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

ATTEST:

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

S E A L

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

## Exhibit A

Tooele City Code Section 1-5-6.5

## Exhibit B

UCA Section 52-4-207



1. Pursuant to the authority of the Tooele City Charter and the Utah Code, the Tooele City Council may convene and conduct electronic meetings, as defined in the Utah Open and Public Meetings Act, in accordance with this Section.

2. The anchor location for an electronic meeting shall be Tooele City Hall.

3. The City Recorder and at least one City Council member shall attend an electronic meeting at the anchor location.

4. To schedule an electronic meeting, a member of the City Council shall make a request to the Council Chairperson for the meeting at least three days before the meeting, except as provided in Section 1-5-6 for emergency meetings.

5. Notice of an electronic meeting shall be given to all members of the City Council at least 24 hours before the meeting so that they may participate in and be counted as present for all purposes, including the determination that a quorum is present. The notice shall include a description of how the City Council members will be connected to the electronic meeting.

6. A quorum of the City Council must be present, in person or via electronic means, to convene the meeting, and shall indicate their presence with a City Council member roll call. The roll call shall indicate which City Council members are attending electronically.

7. The City Council shall provide space and facilities at the anchor location so that interested persons and the public may attend and monitor the open portions of the meeting.

8. If comments from the public will be accepted during the electronic meeting, the City Council shall provide space and facilities at the anchor location so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.

10. Compliance with the provisions of this Section by the City Council shall constitute full and complete compliance by the City Council with the corresponding provisions of the Utah Open and Public Meetings Act.

11. Public notice of an electronic meeting shall be given:

(a) in accordance with UCA Section 52-4-202; and,

(b) by posting written notice at the anchor location.

**52-4-207 Electronic meetings -- Authorization -- Requirements.**

- (1) Except as otherwise provided for a charter school in Section 52-4-209, a public body may convene and conduct an electronic meeting in accordance with this section.
- (2)
  - (a) A public body may not hold an electronic meeting unless the public body has adopted a resolution, rule, or ordinance governing the use of electronic meetings.
  - (b) The resolution, rule, or ordinance may:
    - (i) prohibit or limit electronic meetings based on budget, public policy, or logistical considerations;
    - (ii) require a quorum of the public body to:
      - (A) be present at a single anchor location for the meeting; and
      - (B) vote to approve establishment of an electronic meeting in order to include other members of the public body through an electronic connection;
    - (iii) require a request for an electronic meeting to be made by a member of a public body up to three days prior to the meeting to allow for arrangements to be made for the electronic meeting;
    - (iv) restrict the number of separate connections for members of the public body that are allowed for an electronic meeting based on available equipment capability; or
    - (v) establish other procedures, limitations, or conditions governing electronic meetings not in conflict with this section.
- (3) A public body that convenes or conducts an electronic meeting shall:
  - (a) give public notice of the meeting:
    - (i) in accordance with Section 52-4-202; and
    - (ii) post written notice at the anchor location;
  - (b) in addition to giving public notice required by Subsection (3)(a), provide:
    - (i) notice of the electronic meeting to the members of the public body at least 24 hours before the meeting so that they may participate in and be counted as present for all purposes, including the determination that a quorum is present; and
    - (ii) a description of how the members will be connected to the electronic meeting;
  - (c) establish one or more anchor locations for the public meeting, at least one of which is in the building and political subdivision where the public body would normally meet if they were not holding an electronic meeting;
  - (d) provide space and facilities at the anchor location so that interested persons and the public may attend and monitor the open portions of the meeting; and
  - (e) if comments from the public will be accepted during the electronic meeting, provide space and facilities at the anchor location so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.
- (4) Compliance with the provisions of this section by a public body constitutes full and complete compliance by the public body with the corresponding provisions of Sections 52-4-201 and 52-4-202.

Amended by Chapter 31, 2011 General Session

**TOOELE CITY CORPORATION**

**ORDINANCE 2020-04**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 7-19 REGARDING ACCEPTANCE OF PUBLIC IMPROVEMENTS.**

WHEREAS, the Tooele City Charter created a form of government where legislative and executive power of city government are strictly separated into two branches of government, with the City Council exercising all legislative powers and the Mayor exercising all executive and administrative powers of the City (see Charter Section 2-02; see also UCA Chapter 10-3b Part 2 regarding the Council-Mayor separation of powers form of government); and,

WHEREAS, UCA Section 10-9a-601 empowers municipalities to enact subdivision ordinances consistent with state and federal land use law, and Tooele City has enacted TCC Chapter 7-19 governing subdivision applications and approvals (and TCC Chapter 7-11 regarding site plan approvals); and,

WHEREAS, in the course of land use application approval and implementation under TCC Chapters 7-11 and 7-19, developers must design and construct all public improvements required by the Tooele City Code and its adopted uniform codes, including the American Public Works Association (APWA) standards and specifications; and,

WHEREAS, public improvements are defined to be those public utility infrastructure improvements found within typical subdivision and site plan construction documents, as detailed in TCC Section 7-1-5 (definition of Public Improvements); and,

WHEREAS, public improvement easements and rights-of-way are dedicated (conveyed) to Tooele City with the recordation of subdivision plats or deeds of dedication, while the public improvements themselves are deemed conveyed to Tooele City for ownership and maintenance upon their acceptance by Tooele City; and,

WHEREAS, as currently enacted, the acceptance of public improvements is a formal statutory process, detailed in the City Code, culminating in the City Council's approval of a Resolution declaring particular public improvements accepted by Tooele City for City ownership and maintenance, subject to a one-year warranty period covering defects in materials and construction (see TCC Sections 7-19-12 and -32); and,

WHEREAS, the enactment by the City Council of the public improvement acceptance regulatory process is a legislative function, while the inspection and acceptance of public improvements is an administration function of administering and implementing the enacted regulatory process, appropriate for the City Administration (Mayor and administrative departments); and,

WHEREAS, the City Administration recommends that it be permitted to perform its administrative functions regarding the acceptance of public improvements by implementing an administrative acceptance process, including a Certificate of Completion and Acceptance of public improvements; and,

WHEREAS, the City Council requests the ability to participate in the process of public improvement acceptance, as a check upon the executive power, by signing the Certificate of Completion and Acceptance of those improvements; and,

WHEREAS, attached as Exhibit A are proposed amendments to TCC Chapter 7-19 regarding the administrative acceptance of public improvements; and,

WHEREAS, attached as Exhibit B is the form of the Certificate of Completion and Acceptance by which the administrative acceptance of public improvements will be accomplished; and,

WHEREAS, this Ordinance 2020-04 will honor and implement the separation of powers paradigm established in the Tooele City Charter and UCA Chapter 10-3b, and will lead to increased efficiency in the City's legislative and administrative processes, and is therefore in the best interest of Tooele City:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 7-19 is hereby amended as shown in Exhibit A.

This Ordinance is necessary for the immediate preservation of the peace, health and safety of Tooele City and shall take effect immediately upon publication.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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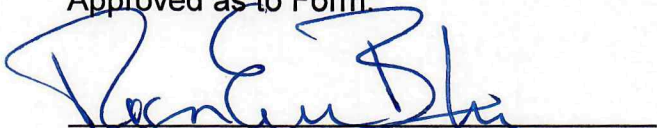
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ATTEST:

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

SEAL

Approved as to Form:

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

# Exhibit A

## Proposed Amendments to TCC Chapter 7-19

## CHAPTER 19. SUBDIVISIONS

- 7-19-1. Application of chapter.
- 7-19-2. General provisions.
- 7-19-3. Interpretation.
- 7-19-4. Severability.
- 7-19-5. Rules of interpretation.
- 7-19-6. Property line adjustments.
- 7-19-6.1. Property Combinations.
- 7-19-7. Applicability of this Chapter.
- 7-19-8. Procedure for approval of preliminary plan.
- 7-19-9. Plats and data for approval of preliminary plan.
- 7-19-10. Procedure for approval of the final plat.
- 7-19-11. Plats and data for final approval.
- 7-19-12. Public Improvements; bonds and bond agreements; warranty.
- 7-19-13. Applications for Reimbursement.
- 7-19-14. Failure to act, effect.
- 7-19-15. Phased development.
- 7-19-16. Design standards.
- 7-19-17. Streets.
- 7-19-17.1. Double-frontage lots - definitions - design - maintenance.
- 7-19-18. Easements.
- 7-19-19. Blocks.
- 7-19-20. Lots.
- 7-19-20.1. Flag Lots.
- 7-19-21. Required land improvements.
- 7-19-22. Street signs.
- 7-19-23. Monuments and markers.
- 7-19-24. Public utilities.
- 7-19-25. Sidewalks required - specifications.
- 7-19-26. Park Strip Landscaping in Commercial and Industrial Subdivisions.
- 7-19-27. Sanitary sewers.
- 7-19-28. Engineering specifications.
- 7-19-29. Water service.
- 7-19-30. Trench backfill.
- 7-19-31. Filing of engineering plans and review fee.
- 7-19-32. Acceptance of ~~required land public~~ improvements by the city.
- 7-19-33. Building permits.
- 7-19-34. Final Plat execution, delivery, and recordation.
- 7-19-35. Minor Subdivision - Exemptions from preliminary plan requirement.
- 7-19-36. Effect of revocation and voiding.

### 7-19-1. Application of chapter.

No person shall subdivide any tract of land which is located within the City of Tooele, except in conformity with the provisions of this ordinance. The subdivision plans and plats, proposed improvements to be installed and all procedures relating thereto, shall in all respects be

in full compliance with the regulations of this Chapter. (Ord. 1977-18, 10-19-1977)

### 7-19-2. General provisions.

(1) Wherever any subdivision of land shall hereafter be laid out within the incorporated limits of the City, the subdivider thereof or his agent shall submit both a preliminary plan and final subdivision plat to the City for its approval. The subdivision plats and all procedures relating thereto shall in all respects be in full compliance with these regulations.

(2) Until preliminary plans for the subdivision are approved:

(a) No land shall be subdivided, nor any street laid out, nor any improvements made to the natural land.

(b) No lot, tract or parcel of land within any subdivision shall be offered for sale, nor shall any sale, contract for sale or option be made or given.

(c) No improvements - such as sidewalks, water supply, storm water drainage, sanitary sewage facilities, gas service, electric service, lighting, grading, paving or surfacing of streets - shall hereafter be made by any owner or owners or his or their agent or by any public service corporation at the request of such owner or owners or his or their agent.

(d) Land subject to flooding or within any area designated as subject to a 100-year flood by the Federal Flood Insurance Program Administrator, and areas subject to poor drainage will not be permitted to be subdivided unless the flooding or drainage problems are properly dealt with in the subdivision plan to the satisfaction of the City.

(3) Where a trace of land proposed for subdivision is part of a larger, logical subdivision unit in relation to the City as a whole, the Planning Commission may, before approval, cause to be prepared a plan for the entire unit, such plan to be used by the Planning Commission as an aid in judging the merits of the proposed plat.

(4) Amendments to the City Code enacted by the City Council after the approval of a preliminary plan but prior to the approval of a final subdivision plat shall apply to that plat to the extent that they do not alter the plat's use, density, or configuration. For purposes of this Chapter, the words use, density, and configuration shall refer to the following:

(a) use: the uses allowed by the Tooele City General Plan Land Use Element and the Tooele City zoning ordinance at the time of complete preliminary plan submission;

(b) density: the number of lots contained in a preliminary plan approved by the City Council;

(c) configuration: the general manner in which the density is laid out in a preliminary plan approved by the City Council.

(5) Amendments to the City Code enacted by the City Council shall apply to the use, density, and

**7-19-12. Public Improvements; bonds and bond agreements; warranty.**

Public improvements shall be completed pursuant to the following procedure:

(1) After approval of the preliminary plan, the subdivider shall submit present plans and specifications for all public improvements to the Public Works Department city Engineer for review and approval.

(a) If engineering-submitted plans require substantial changes from the approved preliminary plan, the subdivider shall revise and re-submit the public improvements plans and specifications.

(b) Re-submissions shall not require the payment of additional fees to the City. The City, however, shall not be responsible for the cost of any revisions or for any costs incurred due to delays caused by requiring the revisions.

(c) No public improvements may be constructed prior to final plat or other final land use approval.

(2) Upon approval of the plans and specifications by the City Engineer, the final plat shall be submitted to the City Council for approval, modification, or disapproval.

(3) All public improvements shall be completed within 1 one-year from the date of final plat approval. The City Council may grant a maximum of two 6-month extensions upon receipt of a written petition and upon a finding of unusual circumstances. Petitions for extension must be filed with the City Recorder prior to expiration of the applicable 1-year period or 6-month extension. If the public improvements are not completed with the time allowed under this Section, no further approvals of any land use application shall be issued to the subdivider responsible for completing the public improvements, and no further plats or phases shall be approved within the preliminary plan or project area in which the public improvements are incomplete.

(4) (a) Except as provided below, all public improvements associated with a subdivision final plat must be completed, inspected, and accepted pursuant to Section 7-19-325, below, prior to the recordation of that plat.

(b) A subdivision final plat may be recorded prior to the completion, inspection, and acceptance of the plat's public improvements where the subdivider submits a bond and executes a bond agreement compliant with this Section. The purpose of the bond and bond agreement is to insure completion of all public improvements required to be installed in the subdivision and to warrant the quality of their construction.

(c) Where public improvements are constructed without a bond and bond agreement, under no circumstances shall such public improvements be connected to the City's water distribution, sewer collection, storm drain collection, and road right-of-way systems prior to recordation of the associated final

subdivision plat or without bonding for the public improvements located within City rights-of-way pursuant to this Section.

(5) Bond agreements shall be in the form and contain the provisions approved by the City Attorney. The agreement shall be signed by the Mayor and, the City Attorney, and the City Engineer. The agreement shall include, without limitation, the following:

(a) Incorporation by reference of the final plat, final plat documents, public improvements plans and specifications, and all data required by this Chapter which is used by the City Engineer to estimate the cost of the specific public improvements.

(b) Incorporation by exhibit of the City Engineer's approved estimate of the cost of the specific public improvements.

(c) Completion of the public improvements within the period of time described in subsection (3), above.

(d) Completion of the public improvements in accordance with the land use approval, City standards and specifications, and the approved engineering plans and specifications associated with the land use application to the satisfaction of City inspectors and according to City standards, as established by the Tooele City Code and City policies.

(e) Establishment of the bond amount. The bond amount shall include the following:

(i) the subdivider's estimated cost of the public improvements to be installed, as reviewed and approved by the City Engineer or designee; and,

(ii) a reasonable contingency of 20% of the estimated cost, intended to cover the costs of inflation and unforeseen conditions or other circumstances.

(f) The City shall have exclusive control over the bond proceeds, which may be released to the subdivider only upon written approval of the City Attorney.

(g) The bond proceeds may be reduced upon written request of the subdivider as the improvements are installed and upon approval by City inspectors on a City inspection report form. The amount of the reduction shall be determined by reference to the City Engineer's estimate attached to the bond agreement, with assistance from the City Engineer, as necessary. Such requests may be made only once every 30 days. All reductions shall be by the written authorization of the City Attorney.

(h) Bond proceeds may be reduced by no more than 90% of the total bond amount, the remaining 10% being retained to guarantee the warranty and maintenance of the improvements as provided in Sections 7-19-12(7) and 7-19-325, herein. Any bond amount reduction shall not be deemed as an indication of public improvement completion or acceptance.

(i) If the bond proceeds are inadequate to pay the cost of the completion of the public improvements



~~according to City standards~~ for whatever reason, including previous ~~bond~~ reductions, then the subdivider shall be responsible for the deficiency. Until the ~~public~~ improvements are completed or, with City Council approval, a new bond and bond agreement have been executed to insure completion of the remaining improvements:

(i) no further plats shall be approved within the preliminary plan or project area in which the improvements are to be located; and,

(ii) no further building permits shall be issued in the subdivision.

(j) If, after expiration of the bond agreement time period, the bond proceeds are not transferred to the City within 30 days of the City's written demand, then the City's costs of obtaining the proceeds, including the City Attorney's Office costs and any outside attorney's fees and costs, shall be deducted from the bond proceeds.

(k) The subdivider agrees to indemnify and hold the City harmless from any and all liability and defense costs which may arise as a result of those public improvements which are installed until such time as the City accepts the public improvements as provided in this Chapter.

(6) Bond agreements shall be one of the following types:

(a) An irrevocable letter of credit with a financial institution federally or state insured, upon a current standard letter of credit form, or including all information contained in the current standard letter of credit form.

(b) A cashier's check or a money market certificate made payable only to Tooele City Corporation.

(c) A guaranteed escrow account from a federally or state insured financial institution, containing an institution guarantee.

(7) Warranty.

~~(a) The Subdivider shall warrant and be responsible for the maintenance of all improvements for one year following their acceptance by Resolution of the City Council, and shall guarantee such warranty and maintenance in the above-described bond agreements. The City may extend the warranty period upon a determination of good cause that the one-year period is inadequate to protect the public health and safety.~~

(b) The one-year warranty period shall commence on the date of a Certificate of Completion and Acceptance signed by:

(i) the City Council Chair or designated City Council member;

(ii) the Director of Public Works or designee;

(iii) The Director of Community Development or designee;

(iv) the City Engineer; and,

(v) the City inspector responsible for

inspecting the relevant public improvements.

(c) A Certificate of Completion and Acceptance shall not be deemed an acceptance of defects in materials or workmanship that are determined to exist in the public improvements before the end of the one-year warranty period.

(d) The one-year warranty period will be considered successfully concluded only upon the occurrence of the following:

(i) an end-of-warranty inspection signed by a City inspector indicating that the public improvements are free of defects in materials and workmanship; and,

(ii) the signature of the Public Works Director on an End-of-Warranty Certificate.

(8) Two or more final subdivision plats may be approved and developed simultaneously where all public improvements associated with the plats are bonded for as if they were one plat.

(9) The subdivider's bond in no way excuses or replaces the obligation to complete public improvement construction, as required in this Section. Nothing in this Section shall require the City to liquidate bonds, spend bond proceeds, or complete public improvements. Any undertaking on the part of the City to liquidate a bond, spend bond proceeds, or complete public improvements shall not relieve the subdivider of the consequences of non-completion of public improvements.

(Ord. 2015-07, 03-18-2015) (Ord. 2014-10, 01-07-2015) (Ord. 2013-10, 06-05-2013) (Ord. 2010-05, 06-02-2010) (Ord. 2004-02, 01-07-2004) (Ord. 2000-24, 12-06-2000) (Ord. 1998-21, 07-01-1998) (Ord. 1996-26, 12-04-1996) (Ord. 1977-18, 10-19-1977)

### 7-19-13. Applications for Reimbursement.

(1) Definitions. All words and phrases in this Section beginning in capital letters shall have the meanings given them in Tooele City Code Section 7-1-5.

(2) Application for Reimbursement. Developers required to install Eligible Public Improvements may be entitled to reimbursement pursuant to this Section, provided that:

(a) the Construction Costs of the Eligible Public Improvements required by the City as a condition of development approval exceeds the Construction Cost of the City's required minimum standards and specifications for the Eligible Public Improvements by 10% or more; and,

(b) the Cost Differential exceeds \$5,000; and

(c) the Eligible Public Improvements are constructed within the Tooele City Corporate Limit; and

(d) the Subsequent Developer's development receives City approval within eight years from the date of City approval of the development for which the Eligible Public Improvements were required; and,

(e) the Prior Developer files an Application for

(Ord. 2015-07, 03-18-2015) (Ord. 1987-24, 01-01-1988) (Ord. 1977-18, 10-19-1977)

#### 7-19-30. Trench backfill.

All trench work shall conform to the provisions of Title 4 Chapter 9 of the Tooele City Code.

(Ord. 2015-07, 03-18-2015) (Ord. 1987-24, 01-02-1988) (Ord. 1977-19, 10-19-1977)

#### 7-19-31. Filing of engineering plans and review fee.

(1) One complete set of engineering plans and specifications, as well as an AutoCAD copy, for required land improvements together with an estimate of the cost of the improvements, said plans and specifications to bear the seal of a Utah registered professional engineer along with a signed statement to the effect that such plans and specifications have been prepared in compliance with this Chapter and pursuant to good engineering practices shall be submitted to the Community Development Department prior to the approval of the final plat by the Planning Commission. Said plans shall be drawn to a minimum horizontal scale of five feet to the inch. Plans shall show profiles of all utility and street improvements with elevations referring to the U.S.G.S. Datum.

(2) A plan review fee, based upon the following percentages of total land improvements costs, as estimated by the design engineer and approved by the City Engineer, shall be submitted with the plans and specifications required above:

(a) 1.5% of the construction cost of the improvements when such cost is \$50,000 or less.

(b) 1% of the construction cost of the improvements when such cost is over \$50,000 but less than \$250,000.

(c) 0.75% of the construction cost of the improvements when such cost is over \$250,000.

(Ord. 2015-07, 03-18-2015) (Ord. 2010-05, 06-02-2010) (Ord. 1977-18, 10-19-1977)

#### 7-19-32. Acceptance of ~~required land~~ public improvements by the city.

(1) Public improvements shall be deemed completed and accepted only upon the occurrence of all of the following:

~~(1a)~~ the completion of the construction of all required ~~public improvements~~, in ~~accordance~~ conformance with the land use approval, City standards and specifications, and the approved engineering plans and specifications associated with the land use application;

~~(2b)~~ the submission to the City Engineer or Public Works Director by the design engineer engaged by the subdivider, builder, or land developer of three certified sets of as-built plans, as well as an AutoCAD copy of such as-built plans/plats;

~~(3c)~~ a start-of-warranty inspection by a

City inspector indicating that the public improvements verification by the City Engineer or Public Works Director that all public improvements have been satisfactorily completed in accordance with the land use approval, City standards and specifications, and the approved engineering plans and specifications associated with the land use application; and,

(d) a fully signed Certificate of Completion and Acceptance referencing the completed public improvements.

~~(24) Completed public improvements shall not be accepted by the City prior to recordation of the approved final subdivision plat mylar in the office of the Tooele County Recorder, the City Council's approval of a resolution accepting the public improvements. Public improvements shall not be deemed completed and accepted by the City as City-owned and maintained improvements until the approval of said resolution. The one-year warranty period described in Section 7-19-12, above, shall commence on the date the resolution is approved.~~

(Ord. 2015-07, 03-18-2015) (Ord. 2014-10, 01-07-2015) (Ord. 2010-05, 06-02-2010) (Ord. 2004-02, 01-07-2004) (Ord. 1977-18, 10-19-1977)

#### 7-19-33. Building permits.

(1) ~~Except as required by Utah statute, No~~ building permit shall be issued for the construction of any residential building, structure, or improvement to the land or any lot within a residential subdivision as defined herein, which has been approved for platting or replatting, until all requirements of this Chapter have been complied with, including expressly the requirement to complete public improvements. The Building Official may issue building permits for noncombustible residential construction when his/her justification is entered into the City address file, after the developer increases any required bonds for one additional year, and after the finished street, curb and gutter, and all public utilities under the street are installed and have been approved by a qualified City inspector. Notwithstanding Chapter 7-22 herein, under no circumstances shall a Certificate of Occupancy be issued until all requirements of this Chapter have been complied with.

(2) A building permit may be issued for noncombustible commercial construction prior to all requirements of this Chapter being completed after all of the following conditions are met:

(a) all public utilities required to be within the road right-of-way have been completed, compacted, tested, inspected, and certified;

(b) the complete width and depth of required road base has been installed, compacted, tested, inspected, and certified to grade, with all test results turned into the Public Works Department;

(c) all required bonding shall be extended for

one additional year;

(d) the developer shall make available tire cleaning areas where the road is accessed; and,

(e) a road width of not less than 28 feet shall be maintained throughout the project until the finished road surface is in place.

(3) Prior to the finished surface being added to the road, a certified geotechnical report shall be obtained from a qualified engineer and turned in to the Public Works Department. The report shall stipulate that the minimum road base is in place, is compacted, is free of contamination, and will support the load for which it was designed.

(4) Notwithstanding Chapter 7-22, herein, under no circumstances will any Certificate of Occupancy be issued for any building, structure, or improvement until all requirements of this Chapter have been complied with.

(5) The issuance of a building permit or an occupancy permit within a subdivision shall not be deemed as an indication that the public improvements within the subdivision are completed or accepted by the City.

(Ord. 2015-07, 03-18-2015) (Ord. 2010-05, 06-02-2010) (Ord. 2005-17, 06-15-2005) (Ord. 1977-18, 10-19-1977)

#### **7-19-34. Final plat execution, delivery, and recordation.**

(1) The subdivider shall deliver to the City the fully executed final plat within 90 days of final plat approval. Failure to fully execute the final plat, or to deliver the fully executed final plat to the City, within the specified 90 days, shall result in the automatic revocation of, and shall void, the final plat approval.

(2) No changes to the approved final plat may be made without the written approval of the City.

(3) Tooele City shall promptly record an approved final subdivision plat with the Tooele County Recorder upon the occurrence of one of the following:

(a) acceptance of all public improvements associated with the final plat pursuant to Section 7-19-325, above; or,

(b) execution of a bond agreement pursuant to Section 7-19-12, above.

(4) The subdivider shall pay all fees associated with the recordation of the approval final plat.

(Ord. 2015-07, 03-18-2015) (Ord. 2014-10, 01-07-2015) (Ord. 2004-02, 01-07-2004) (Ord. 1977-18, 10-19-1977)

#### **7-19-35. Minor Subdivision - Exemptions from preliminary plan requirement.**

(1) A subdivision is considered a minor subdivision and exempt from the preliminary plan requirement of this Chapter if:

(a) it contains less than ten lots;

(b) it does not contain a right-of-way dedication for public street; and,

(c) it does not involve off-site water or sewer utilities.

(2) Information normally required as part of the preliminary plan application may be required by the Public Works and Community Development Departments as part of a minor subdivision final plat application.

(Ord. 2015-07, 03-18-2015) (Ord. 2010-05, 06-02-2010)

#### **7-19-36. Effect of revocation and voiding.**

Any preliminary plan or final subdivision plat approval revoked or rendered void pursuant to the provisions of this Chapter 7-19 shall cause any new application of approval to be subject to the laws, ordinance, and policies of Tooele City current as of the date of the completed new application.

(Ord. 2015-07, 03-18-2015) (Ord. 2004-02, 01-07-2004)

**Exhibit B**

**Form of:**

**Certificate of Completion and Acceptance**

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



***Certificate of Completion of Public Works***

**(Start of One-Year Warranty)**

**Date:**

<b>Permit No:</b>	<b>Public Work Elements</b>	<b>Completed</b>	<b>Not Required</b>
<b>Project Name:</b>	<i>Culinary Water</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Address:</b>	<i>Water Services</i> _____ <small>initial</small>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Secondary Water Sewer</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Storm Drain / Pond</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Roads</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Owner/Developer:</b>	<i>Curb &amp; Gutter</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Sidewalk</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Street Lights</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Landscaping</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Other:</i>	<input type="checkbox"/>	<input type="checkbox"/>

*\* 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.***

<b>Recommended By</b>	<b>Title</b>	<b>Date</b>
_____	Civil Inspector	_____
_____	Water Services	_____
_____	Public Works	_____
_____	Community Development	_____
_____	Mayor	_____

**Acknowledged and Accepted**

\_\_\_\_\_ City Council Chairperson \_\_\_\_\_ Date

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

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***Certificate of Completion of Public Works***  
**(Start of One-Year Warranty)**

**Permit No:**

**Page 2 of 2**

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



***Certificate of Acceptance of Public Works***  
**(End of One-Year Warranty)**

**Date:**

<b>Permit No:</b>	<b>Public Work Elements*</b>	<b>Completed</b>	<b>Not Required</b>
<b>Project Name:</b>	<i>Culinary Water</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Address:</b>	<i>Water Services</i> _____ <small>initial</small>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Secondary Water Sewer</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Storm Drain / Pond</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Roads</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Owner/Developer:</b>	<i>Curb &amp; Gutter</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Sidewalk</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Street Lights</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Landscaping</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Other:</i>	<input type="checkbox"/>	<input type="checkbox"/>

*\* 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, all public improvements for the above referenced project have been satisfactorily completed in accordance with the approved construction plans and specifications and Tooele City Standards. It is hereby recommended that the City Council accept the associated public improvements at this time.*

<b>Recommended By</b>	<b>Title</b>	<b>Date</b>
_____	Civil Inspector	_____
_____	Water Services	_____
_____	Public Works	_____
_____	Community Development	_____
_____	Mayor	_____

**Acknowledged and Accepted** \_\_\_\_\_  
 \_\_\_\_\_  
 City Council Chairperson \_\_\_\_\_ Date \_\_\_\_\_

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

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***Certificate of Acceptance of Public Works***  
**(End of One-Year Warranty)**

**Permit No:**

**Page 2 of 2**

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**TOOELE CITY CORPORATION**

**ORDINANCE 2020-05**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 7-19 REGARDING APPROVAL OF SUBDIVISION FINAL PLAT APPLICATIONS.**

**WHEREAS**, the Tooele City Charter created a form of government where legislative and executive power of city government are strictly separated into two branches of government, with the City Council exercising all legislative powers and the Mayor exercising all executive and administrative powers of the City (see Charter Section 2-02; see also UCA Chapter 10-3b Part 2 regarding the Council-Mayor separation of powers form of government); and,

**WHEREAS**, UCA Section 10-9a-601 empowers municipalities to enact subdivision ordinances consistent with state and federal land use law, and Tooele City has enacted TCC Chapter 7-19 governing subdivision applications and approvals; and,

**WHEREAS**, in the course of land use application approval and implementation under TCC Chapter 7-19, developers must make application for approval of a subdivision final plat following approval of, and with consistency to, subdivision preliminary plan applications which includes design and construction plans for all public improvements required by the Tooele City Code and its adopted uniform codes, including the American Public Works Association (APWA) standards and specifications; and,

**WHEREAS**, as currently enacted, the approval of subdivision final plat applications is a formal statutory process, detailed in the City Code, culminating in the City Council's approval and signatures on the application's mylar plat map declaring the application approved (see TCC Section 7-19-10); and,

**WHEREAS**, under Utah state law the predominant entitlement for development activity occurs and is formalized with the approval of a preliminary plan for a subdivision, with the final plat approval process serving more, as its name suggests, as a finalization and less rigorous procedure than the preliminary plan procedure; and,

**WHEREAS**, the enactment by the City Council of the subdivision approval ordinance and regulatory process is a legislative function, while the approval of subdivision final plats is an administration function of administering and implementing the enacted regulatory process, appropriate for the City Administration (Mayor and administrative departments); and,

**WHEREAS**, the City Administration recommends that it be permitted to perform its administrative functions regarding the approval of subdivision final plat applications by implementing an administrative approval process; and,

**WHEREAS**, the City Council requests the ability to participate in the process of approving subdivision applications, as a check upon the executive power, through a public review and approval of the subdivision preliminary plan application and by the signature of the City Council Chairperson on the final plat mylar map; and,

**WHEREAS**, attached as Exhibit A are proposed amendments to TCC Chapter 7-19 regarding the administrative approval of subdivision final plat applications; and,

**WHEREAS**, this Ordinance 2020-05 will honor and implement the separation of powers paradigm established in the Tooele City Charter and UCA Chapter 10-3b, and will lead to increased efficiency in the City's legislative and administrative processes, and is therefore in the best interest of Tooele City:

**WHEREAS**, on \_\_\_\_\_, 2020, 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 \_\_\_\_\_, 2020, the City Council convened a duly-advertised public hearing:

**NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL** that Tooele City Code Chapter 7-19 is hereby amended as shown in Exhibit A.

This Ordinance is necessary for the immediate preservation of the peace, health and safety of Tooele City and shall take effect immediately upon publication.

**IN WITNESS WHEREOF**, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

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Roger Evans Baker, Tooele City Attorney

## Exhibit A

### Proposed Amendments to TCC Chapter 7-19

## CHAPTER 19. SUBDIVISIONS

- 7-19-1. Application of chapter.
- 7-19-2. General provisions.
- 7-19-3. Interpretation.
- 7-19-4. Severability.
- 7-19-5. Rules of interpretation.
- 7-19-6. Property line adjustments.
- 7-19-6.1. Property Combinations.
- 7-19-7. Applicability of this Chapter.
- 7-19-8. Procedure for approval of preliminary plan.
- 7-19-9. Plats and data for approval of preliminary plan.
- 7-19-10. Procedure for approval of the final plat.
- 7-19-11. Plats, plans and data for final approval.
- 7-19-12. Public Improvements; bonds and bond agreements.
- 7-19-13. Applications for Reimbursement.
- 7-19-14. Failure to act, effect.
- 7-19-15. Phased development.
- 7-19-16. Design standards.
- 7-19-17. Streets.
- 7-19-17.1 Double-frontage lots - definitions - design - maintenance.
- 7-19-18. Easements.
- 7-19-19. Blocks.
- 7-19-20. Lots.
- 7-19-20.1 Flag Lots.
- 7-19-21. Required land improvements.
- 7-19-22. Street signs.
- 7-19-23. Monuments and markers.
- 7-19-24. Public utilities.
- 7-19-25. Sidewalks required - specifications.
- 7-19-26. Park Strip Landscaping in Commercial and Industrial Subdivisions.
- 7-19-27. Sanitary sewers.
- 7-19-28. Engineering specifications.
- 7-19-29. Water service.
- 7-19-30. Trench backfill.
- 7-19-31. Filing of engineering plans ~~and review fee~~.
- 7-19-32. Acceptance of required land improvements by the city.
- 7-19-33. Building permits.
- 7-19-34. Final Plat execution, delivery, and recordation.
- 7-19-35. Minor Subdivision - Exemptions from preliminary plan process ~~requirement~~.
- 7-19-36. Effect of revocation and voiding.

### 7-19-8. Procedure for approval of preliminary plan.

- (1) Pre-Development Review. Prior to the submission of any land use application, the applicant may and is strongly encouraged to attend a pre-development meeting to review the proposed land development activity and its use, the site, area of potential conformity or conflict with the City's development policy, and the process by which the proponent may proceed to seek a permit for the

proposed land development activity sought by the applicant. The pre-development meeting shall concern all aspects of the application proposal as it relates to applicable ordinances and laws, policy considerations, land uses proposed, neighboring properties and uses, community aesthetics and standards, and any other issue that may affect the approvability of the application or the implementation of the proposal.–Applications to be reviewed during a pre-development meeting shall be scheduled for the next reasonably available meeting according to the Community Development Departments regular meeting schedule.

- (2) Preliminary Plan Preparation. The applicant shall cause to be prepared the preliminary plan which shall include all of the property to be subdivided or developed by the applicant as well as all other property owned or controlled by the applicant which is adjacent to or considered contiguous to the portion to be subdivided or developed. The applicant shall also prepare such other supplementary material as was specified by the City in the pre-development meeting, as well as a written application for approval of the land use proposed. The applicant shall deliver copies of the proposed preliminary plan for review to the Community Development Department and to the Tooele Post Office, Tooele County School District, the Tooele County Health Department, County Surveyor, and each non-City utility company involved in the subdivision or development.
- (3) Planning Commission Review. Prior to Planning Commission review, the applicant shall deliver copies of the proposed preliminary plan to the Community Development Department that demonstrates a signed review by, and any comments from, the Tooele Post Office, Tooele County School District, County Surveyor, County Recorder, and Health Department.
  - (a) The Planning Commission shall approve, approve with conditions, or disapprove the proposed preliminary plan and submit its recommendation to the City Council. An application shall not be approved until receiving all the signatures listed in subsection (2) above.
  - (b) If the Planning Commission finds that changes, additions, or corrections are required on the preliminary plan, the Commission shall so advise the applicant on the record in a public meeting or in writing. The applicant may resubmit the preliminary plan to the Commission without paying an additional fee. The Commission shall approve, approve with conditions, or disapprove the revised preliminary plan and submit its recommendations in writing to the City Council.
- (4) City Council Review. The City Council shall accept, accept with conditions, or reject said plan within a reasonable time following the action of the Planning Commission.
- (5) Preliminary Plan Approval. The following qualifications shall govern approval of the preliminary plan:
  - (a) Approval of the preliminary plan by the Planning Commission is tentative only, involving merely the general acceptability of the layout as submitted.
  - (b) Approval of the preliminary plan shall be effective for a maximum period of one year unless, prior to the one-year period lapsing, the Council grants an extension in a public meeting, not to exceed six months, upon written request of the developer. The request for said extension shall not require an additional fee, or the submittal of additional copies of the preliminary plan of the subdivision. If the application for final plat approval is not submitted to the Community Development Department prior to the expiration of said one year period which begins to run from the date that the preliminary plan is approved by the Council, the approval of the said preliminary plan automatically lapses and is void and of no further force or effect. Thereafter, the developer must recommence the application process then in effect.
  - (c) Where a preliminary plan contemplates more than one final subdivision plat or phase, the failure of a subdivider to submit a completed final plat application for a second or subsequent phase within the scope of the same subdivision preliminary plan final plat within ~~two one~~ years of acceptance of public improvements from the previous subdivision phase final plat approval by the City Council shall cause the ~~City Council~~ approval for all un-platted portions of the preliminary plan to automatically lapse and expire and become of no further force or effect. Thereafter, the

subdivider must recommence the land use application process then in effect.

**7-19-10. Procedure for approval of the final plat.**

- (1) The final plat shall conform substantially to the preliminary plan as approved, and, if desired by the subdivider, may constitute only that portion of the approved preliminary plan which he proposes to record and develop at the time, provided, however, that such portion conforms to all requirements of these regulations and the approval of the preliminary plan.
- (2) Application for approval of the final plat, including all engineering drawings, shall be submitted in writing to the Community Development Department and shall be accompanied by the fee and engineering review fee as required by the City Code. The application must be completed, including all corrections and required documentation, before the application can be accepted and reviewed by the City at least 15 days prior to the regular meeting of the Planning Commission for its review and recommendation.
- (3) The final engineering plans and specifications, consistent with the approved preliminary plan, as well as an AutoCAD copy of the development plans, shall be submitted to the Community Development Department within one year after approval of the preliminary plan and before the approval review of the final plat application; unless, prior to the one-year period lapsing, the City Council grants an extension, not to exceed six months, upon written request of the developer. Such extension will not require an additional fee or filing or additional copies of the plat. If the final plat is not submitted to the Community Development Department prior to the expiration of said one-year period, which begins to run from the date that the preliminary plan is first approved by the Council, the approval of the said preliminary plan automatically lapses and is void and is of no further force or effect. Thereafter, the developer must recommence the application process as then in effect. The subdivider shall make all revisions required by the City promptly and with reasonable diligence.
- (4) ~~Within two months after its meeting at which time the application for~~ An application for approval of a final subdivision plat shall be reviewed and, upon findings by the Community Development and Public Works Departments and the City Engineer that all applicable requirements of this Title and conditions of the preliminary plan approval have been met, approval of the application issued in writing by the Community Development Department. Upon approval of the final plat is submitted and submission of the final plat mylar, the Community Development Department shall secure final plat mylar signatures of the Planning Commission Chairperson and the City Council Chairperson shall recommend approval or disapproval. If the Commission recommends approval of the plat, it shall affix upon the plat the certifying signatures of its chairman and members voting in favor of approval, and submit the plat along with its recommendations to the City Council. If it recommends disapproval, the Commission shall set forth the reasons in its own records, which may include the meeting minutes.
- (5) Filing:
  - (a) Prior to ~~consideration~~ approval of the final plat ~~by the Planning Commission~~, and the fulfillment of the requirements of these regulations, one mylar of the final plat of the subdivision, not to exceed 36 inches by 48 inches in size, shall be submitted to the Community Development Department ~~at least 15 days before a regular meeting of the Planning Commission.~~
  - (b) ~~Action must be taken by the Council within two months after the meeting at which the final plat and all drawings, maps and other documents regarding the development have been submitted for its approval. The Council may extend the two month period upon a two-thirds vote of its members.~~
- (6) Recordation. Tooele City will record the final plat mylar with the Tooele County Recorder pursuant to Section 7-19-39, below.

**7-19-11. Plats, plans and data for final approval.**

- (1) The final plat shall be drawn in ink on tracing cloth on sheets not to exceed 36 inches by 48 inches and ~~shall be at~~ a scale of 100 feet to one inch. Where necessary, the plat may be on several sheets accompanied by an index sheet showing the entire subdivision. For large subdivisions, the final plat may be submitted for approval progressively in contiguous sections compliant with City requirements satisfactory to the Planning Commission. The final plat shall show the following:
  - (a) Primary control points, approved by the City Engineer, or descriptions and "ties" to such control points, to which all dimensions, angles, bearings and similar data on the plat shall be referred.
  - (b) Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way and property lines of residential lots and other sites, with accurate dimensions, bearings and deflection angles and radii, arcs and central angles of all curves.
  - (c) Name and right-of-way width of each street or other right-of-way.
  - (d) Location, dimensions and purpose of any easements.
  - (e) Number to identify each lot or site and block.
  - (f) Purpose for which sites, other than residential lots, are dedicated or reserved.
  - (g) Proposed building set-back lines on all lots and other sites.
  - (h) Location and description of monuments.
  - (i) Certification by a registered land surveyor licensed by the State of Utah certifying to the accuracy of the survey and plat.
  - (j) Certification of the County Treasurer showing that all taxes and special assessments due on the property to be subdivided have been paid in full.
  - (k) Dedication by the owners of the tract of all streets, easements and rights-of-way to the public, and other proposed public way or space shown on the plat.
  - (l) Certification of title showing that the applicant is the owner or agent of the owner.
  - (m) Proper form for the approval of the Council, with space for the signatures of the Council Chairperson ~~members~~.
  - (n) Approval by signatures of those persons or departments with signature lines on the final plat.
  - (o) Name of the subdivision.
  - (p) Location by section, township and range.
  - (q) Title, scale, north arrow and date.
  - (r) Other items or information reasonably required by the City.
- (2) Cross sections and profiles of streets showing grades. The scales and elevations shall be based on the U.S.G.S. Datum Plane.
- (3) Protective covenants in form for recording.

**7-19-12. Public Improvements; bonds and bond agreements.**

Public improvements shall be completed pursuant to the following procedure:

- (1) After approval of the preliminary plan, the subdivider shall present plans and specifications for all public improvements to the city Engineer for review and approval.
  - (a) If engineering plans require substantial changes from the approved preliminary plan, the subdivider shall revise and re-submit the public improvements plans and specifications.
  - (b) Re-submissions shall not require the payment of additional fees to the City. The City, however, shall not be responsible for the cost of any revisions or for any costs incurred due to delays caused by requiring the revisions.
  - (c) No public improvements may be constructed prior to final plat approval.
- (2) Upon approval of the final plat, plans, and specifications ~~by the City Engineer~~, the Community Development Department shall provide written notice to the applicant of final plat approval ~~shall be submitted to the City Council for approval, modification, or disapproval~~.



- (3) All public improvements shall be completed within one year from the date of written final plat approval. The City Council may grant a maximum of two 6-month extensions upon receipt of a written petition and upon a finding of unusual circumstances. Petitions for extension must be filed with the City Recorder prior to expiration of the applicable 1-year period or 6-month extension. If the public improvements are not completed with the time allowed under this Section, no further approvals of any land use application shall be issued to the subdivider responsible for completing the public improvements, and no further plats shall be approved within the preliminary plan or project area in which the public improvements are incomplete.
- (4) (a) Except as provided below, all public improvements associated with a subdivision final plat must be completed, inspected, and accepted pursuant to Section 7-19-35, below, prior to the recordation of that plat.
- (b) A subdivision final plat may be recorded prior to the completion, inspection, and acceptance of the plat's public improvements where the subdivider submits a bond and executes a bond agreement compliant with this Section. The purpose of the bond and bond agreement is to insure completion of all public improvements required to be installed in the subdivision and to warrant the quality of their construction.
- (c) Where public improvements are constructed without a bond and bond agreement, under no circumstances shall such public improvements be connected to the City's water distribution, sewer collection, storm drain collection, and road right-of-way systems prior to recordation of the associated final subdivision plat or without bonding for the public improvements located within City rights-of-way pursuant to this Section.
- (5) Bond agreements shall be in the form and contain the provisions approved by the City Attorney. The agreement shall be signed by the Mayor, the City Attorney, and the City Engineer. The agreement shall include, without limitation, the following:
- (a) Incorporation by reference of the final plat, final plat documents, public improvements plans and specifications, and all data required by this Chapter which is used by the City Engineer to estimate the cost of the specific public improvements.
- (b) Incorporation by exhibit of the City Engineer's estimate of the cost of the specific public improvements.
- (c) Completion of the public improvements within the period of time described in subsection (3), above.
- (d) Completion of the public improvements to the satisfaction of City inspectors and according to City standards, as established by the Tooele City Code and City policies.
- (e) Establishment of the bond amount. The bond amount shall include the following:
- (i) the subdivider's estimated cost of the public improvements to be installed, as reviewed and approved by the City Engineer or designee; and,
- (ii) a reasonable contingency of 20% of the estimated cost, intended to cover the cost of inflation and unforeseen conditions or other circumstances.
- (f) The City shall have exclusive control over the bond proceeds, which may be released to the subdivider only upon written approval of the City Attorney.
- (g) The bond proceeds may be reduced upon written request of the subdivider as the improvements are installed and upon approval by City inspectors on a City inspection report form. The amount of the reduction shall be determined by reference to the City Engineer's estimate attached to the bond agreement, with assistance from the City Engineer, as necessary. Such requests may be made only once every 30 days. All reductions shall be by the written authorization of the City Attorney.
- (h) Bond proceeds may be reduced by no more than 90% of the total bond amount, the remaining 10% being retained to guarantee the warranty and maintenance of the improvements as

provided in Sections 7-19-12(7) and 7-19-35, herein. Any bond amount reduction shall not be deemed as an indication of public improvement completion or acceptance.

- (i) If the bond proceeds are inadequate to pay the cost of the completion of the improvements according to City standards for whatever reason, including previous reductions, then the subdivider shall be responsible for the deficiency. Until the improvements are completed or, with City Council approval, a new bond and bond agreement have been executed to insure completion of the remaining improvements:
    - (i) no further plats shall be approved within the preliminary plan or project area in which the improvements are to be located; and,
    - (ii) no further building permits shall be issued in the subdivision.
  - (j) If, after expiration of the bond agreement time period, the bond proceeds are not transferred to the City within 30 days of the City's written demand, then the City's costs of obtaining the proceeds, including the City Attorney's Office costs and any outside attorney's fees and costs, shall be deducted from the bond proceeds.
  - (k) The subdivider agrees to indemnify and hold the City harmless from any and all liability and defense costs which may arise as a result of those public improvements which are installed until such time as the City accepts the public improvements as provided in this Chapter.
- (6) Bond agreements shall be one of the following types:
- (a) An irrevocable letter of credit with a financial institution federally or state insured, upon a current standard letter of credit form, or including all information contained in the current standard letter of credit form.
  - (b) A cashier's check or a money market certificate made payable only to Tooele City Corporation.
  - (c) A guaranteed escrow account from a federally or state insured financial institution, containing an institution guarantee.
- (7) Warranty. The Subdivider shall warrant and be responsible for the maintenance of all improvements for one year following their acceptance by Resolution of the City Council, and shall guarantee such warranty and maintenance in the above-described bond agreements. The City may extend the warranty period upon a determination of good cause that the one-year period is inadequate to protect the public health and safety.
- (8) The final plat applications for two or more ~~final~~ subdivision ~~phases plats~~ may be approved and the entirety of property within those phases developed simultaneously where all public improvements associated with the plats are bonded for and constructed as if they were one ~~phase plat~~. An application for final plat approval of multiple phases shown on the approved preliminary plan may also be approved under a single application when the final plat reflects all requested phases as a single phase in the overall configuration of the approved preliminary plan.
- (9) The subdivider's bond in no way excuses or replaces the obligation to complete public improvement construction, as required in this Section. Nothing in this Section shall require the City to liquidate bonds, spend bond proceeds, or complete public improvements. Any undertaking on the part of the City to liquidate a bond, spend bond proceeds, or complete public improvements shall not relieve the subdivider of the consequences of non-completion of public improvements.

### **7-19-13. Applications for Reimbursement.**

- (1) Definitions. All words and phrases in this Section beginning in capital letters shall have the meanings given them in Tooele City Code Section 7-1-5.
- (2) Application for Reimbursement. Developers required to install Eligible Public Improvements may be entitled to reimbursement pursuant to this Section, provided that:
  - (a) the Construction Costs of the Eligible Public Improvements required by the City as a condition of development approval exceeds the Construction Cost of the City's required minimum standards

- and specifications for the Eligible Public Improvements by 10% or more; and,
- (b) the Cost Differential exceeds \$5,000; and
  - (c) the Eligible Public Improvements are constructed within the Tooele City Corporate Limit; and
  - (d) the Subsequent Developer's development receives City approval within eight years from the date of City approval of the development for which the Eligible Public Improvements were required; and,
  - (e) the Prior Developer files an Application for Reimbursement in the office of the Director of Public Works or City Engineer.
- (3) Application for Reimbursement.
- (a) Developers satisfying the above criteria may apply for reimbursement for recovery of a pro-rata share of the Cost Differential, minus the Depreciation Value, from a Subsequent Developer to the extent that the Subsequent Developer did not share in the Construction Cost of the Eligible Public Improvements.
  - (b) Notwithstanding other provisions of this Section to the contrary, subdivisions of ten lots or less, or single-lot developments, that are required by the City to fully improve a road right-of-way (i.e. road base, road surface, curb, gutter) are eligible to apply for and receive reimbursement for the Construction Cost of that portion of the road improvements that directly benefit subsequent development located adjacent to the road improvements, minus the Depreciation Value.
- (4) The Application for Reimbursement shall be made on a form approved by the City Attorney, and shall include the following information:
- (a) a brief description of the Eligible Public Improvements which may directly benefit future development; and,
  - (b) an engineer's written estimate of the Construction Cost of the Eligible Public Improvements, or an affidavit of the actual Construction Cost of the Eligible Public Improvements plus copies of receipts and paid invoices. Both the estimated and /or actual Construction Cost must be approved by the Director of Public Works or City Engineer.
- (5) An Application for Reimbursement is not retroactive and may not seek reimbursement for uses or land development activities which exist as of, or have been approved by the City Council prior to, the effective date of the Application for Reimbursement.
- (6) After an Application for Reimbursement is filed, the Prior Developer shall be under an affirmative duty to deliver to the City written notice of the identity of any development which the Prior Developer has knowledge or reason to believe will benefit from Public Improvements installed by the Prior Developer, and whether and to what extent the Subsequent Developer should share in the Cost Differential. The notice must be delivered to the Public Works Director or City Engineer prior to or with the benefitting development's final subdivision plat ~~approval~~ application or, in the case of a site plan, prior to the issuance of a building permit.
- (7) When the Prior Developer has complied with the provisions of this Section, the City will make a reasonable effort to collect the Subsequent Developer's pro-rata share of the Cost Differential, minus the Depreciation Value, on behalf of the Prior Developer.
- (8) Before making any payments to the Prior Developer pursuant to this Section, the City shall retain from amounts collected from a Subsequent Developer an administrative fee in the amount of 10% of said amounts collected, with a minimum administrative fee of \$100.
- (9) Before making any payments to the Prior Developer pursuant to this Section, the City shall make a determination whether the Prior Developer has any outstanding financial obligations towards, or debts owing to, the City. Any such obligations or debts, adequately documented, shall be satisfied prior to making payment to the Prior Developer, and may be satisfied utilizing amounts collected by the City on behalf of the Prior Developer pursuant to a Reimbursement Application.
- (10) The City reserves the right to refuse any incomplete Application for Reimbursement. All completed

Applications for Reimbursement shall be made on the basis that the Prior Developer releases and waives any claims against the City in connection with establishing and enforcing reimbursement procedures and collections.

- (11) The City shall not be responsible for locating any beneficiary, survivor, assign, or other successor in interest entitled to reimbursement. Any collected funds unclaimed after one year from the expiration of the Application for Reimbursement shall be returned to the Subsequent Developer from which the funds were collected minus the City administration fee. Any funds undeliverable to a Prior Developer, or to a Subsequent Developer from which the funds were collected, whichever the case, shall be credited to the City enterprise fund corresponding to the Eligible Public Improvements for which the funds were collected, as determined by the Finance Director.
- (12) Political subdivisions of the state of Utah (e.g. Tooele City Corporation) that construct Eligible Public Improvements shall be considered Prior Developers for purposes of this title, and may file Reimbursement Applications and receive reimbursement under the provisions of this Chapter.
- (13) Public Improvements required as a condition of annexation are not eligible for reimbursement pursuant to this Section.
- (14) All City development approvals, including, but not limited to, subdivisions and site plans, shall be conditioned upon and subject to the payment of appropriate reimbursement amounts as determined in accordance with this Section.
- (15) A Subsequent Developer may protest in writing the assertion of a Prior Developer that the Subsequent Developer will benefit from Eligible Public Improvements constructed by the Prior Developer. Protests should be delivered to the Public Works Director or City Engineer, and must include documentation sufficient to demonstrate that the Subsequent Developer's development will derive no benefit, or a lesser benefit than asserted, from the Prior Developer's Eligible Public Improvements. The Public Works Director or City Engineer will decide the matter, whose decision shall be final.

**7-19-14. Failure to act, effect.**

Should the Planning Commission or the City Council fail to act upon any submitted [preliminary plan](#) applications, ~~preliminary plan or final plat~~, within the time period allotted by this Chapter, said failure shall be considered a denial of the said submission.

**7-19-15. Phased development.**

- (1) When the public improvements have been 100% completed [and accepted](#) within the subdivision final plat, ~~an additional subdivision a~~ final plat [for a subsequent phase](#) within the same preliminary plan or project area may be requested, ~~and the subdivider may request the approval of an additional preliminary plan.~~
- (2) Each subdivision final plat in a preliminary plan [or project area](#) shall be considered a phase of the preliminary plan and shall be developed in a logical and orderly manner. All phases shall be contiguous, so that all public improvements shall be contiguous and continuous from their point of beginning in the development throughout the balance of the development.

**7-19-17. Streets.**

The arrangement of streets in a new development shall provide for the continuation of existing streets in adjoining areas at the same or greater widths, unless altered by the Planning Commission and City Council upon the positive recommendation of the Director of the Community Development and Public Works Department. All streets shall comply with the provisions of Title 4 Chapter 8 of the Tooele City Code and the current Tooele City Transportation Master Plan, including the Tooele City Transportation Right-of-Way Master

Plan. An exception to the general rule for road cross sections or right-of-way improvements required by Title 4 Chapter 8 of the Tooele City Code may be granted by the City Council for major collector or arterial class roads adjacent to the proposed subdivision. Roads interior to a subdivision or between phases of a subdivision may not be excepted. Exception requests must be submitted in writing ~~to the City Recorder and~~ to the Directors of the Community Development and Public Works Department's Director prior to ~~final subdivision plat~~ the Planning Commission's review of the preliminary plan approval ~~and at least 15 days prior to the date upon which the City Council will consider the request.~~ The Directors shall provide a written recommendation on the exception request to the Planning Commission for their review with the preliminary plan. In reviewing an exception request, the City Council shall consider and approve or deny the request following ~~a written~~ recommendation from the ~~Community Development and Public Works Department Director~~ Planning Commission based on the following factors:

- (1) the overall safety of the area for transit, vehicular, bicycle, and pedestrian traffic including crossings of the road or right-of-way;
- (2) existing transit, vehicular, bicycle, and pedestrian traffic in the area;
- (3) anticipated transit, vehicular, bicycle, and pedestrian traffic impacts from the proposed subdivision on the existing traffic loads of the area;
- (4) the ability for existing right-of-way improvements to accommodate anticipated transit, vehicular, bicycle, and pedestrian traffic loads;
- (5) the degree to which the exception would prevent completion or connection to other right-of-way improvements in the area;
- (6) existing right-of-way improvements in the area;
- (7) the degree to which the right-of-way leading to and from the area requested for exception has been developed and completed;
- (8) the mechanisms, proposals submitted, and timing by which the excepted improvements will be completed in the future;
- (9) the degree to which the entirety of the right-of-way has been dedicated and improved outside of the area requested for an exception;
- (10) land uses in the area, including but not limited to schools, recreational opportunities, and public facilities, that may have the potential to affect the existing improvements' ability to accommodate all anticipated transit, vehicular, bicycle, and pedestrian traffic loads;
- (11) phasing and a phasing schedule for the proposed subdivision;
- (12) any development agreement with terms affecting right-of-way improvements duly executed by the Mayor for the exception-requesting subdivision or other developments in the area; and
- (13) documented history of vehicle-vehicle, vehicle-bicycle, and vehicle-pedestrian conflicts and accidents.

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

- (1) Definitions. For purposes of this Section, the following terms shall be defined as follows.
  - (a) Double-frontage lot: a residential lot that abuts more than one public right-of-way or private road on opposite sides of the lot. "Double-frontage lot" includes corner lots adjacent to other double-frontage lots. "Double-frontage lot" does not include lots whose secondary frontages are on roads that are designated as alleys that do not require sidewalk access and that serve primarily as private access to the rear of lots.
  - (b) Primary frontage: the portion of a residential lot abutting a public right-of-way or private road that contains the main pedestrian entry to a residence.
  - (c) Secondary frontage: the portion of a residential lot abutting a public right-of-way or private street that is not the principle frontage.
- (2) Design Standards. The secondary frontage of any double-frontage lot shall include the following design elements located within the public right-of-way or private street.

- (a) Park strip. The park strip located between the curb and the sidewalk shall be of colored, texture-stamped concrete, which shall differ in color and texture from the adjacent sidewalk.
    - (i) The concrete color shall be of earth-tones, to include tan, light brown, beige, and similar colors, but shall not include yellow, pink, blue, green, and similar bright colors.
    - (ii) The concrete texture shall simulate cobblestone, variegated slate squares and rectangles, brick, or similar pattern.
    - (iii) The park strip thickness shall be a minimum of five and one-half inches.
    - (iv) The park strip shall contain a decorative metal grate around each park strip tree. The grate shall be chosen from a list of City-approved grate types, the list being on file with the Public Works Department.
  - (b) Park strip trees. Trees shall be planted in the park strip as follows.
    - (i) Park strip trees shall be chosen from a list of City-approved trees, the list being on file with the Public Works Department.
    - (ii) Park strip trees shall be spaced not more than 35 feet apart.
    - (iii) Park strip tree size, bonding, and other details not address in this Section shall be as provided in Tooele City Code Section 7-19-29, as amended.
    - (iv) The park strip shall include an irrigation system for park strip tree irrigation. The underground piping shall be placed within conduit located beneath the park strip. The irrigation system shall include meters, meter vaults, power, valve boxes, irrigation heads, and other necessary components to provide a fully functioning irrigation system.
  - (c) Sidewalk. Sidewalk shall be as required by Tooele City Code and Policy.
  - (d) Fencing wall. The secondary frontage shall be fenced and screened with a masonry wall possessing the following design elements.
    - (i) The wall shall be six feet in height except as required under Tooele City Code Section 7-2-11 Clear vision area at intersecting streets.
    - (ii) The wall materials shall be masonry block or prefabricated decorative masonry panels chosen from a list of City-approved wall material types, the list being on file with the Public Works Department. The wall shall be uniform within each subdivision phase.
    - (iii) The wall shall include capped pillars spaced at even intervals, not to exceed 20 feet. The pillar materials shall be similar to those comprising the wall.
    - (iv) No portion of the wall shall contain cinderblock, smooth-faced block, or cast-in-place concrete.
    - (v) All fencing walls shall receive a City-approved anti-graffiti seal coat upon their construction and prior to acceptance by the City.
  - (e) Gates. Gates in the fencing wall or otherwise accessing the secondary frontage shall not be allowed.
  - (f) Special Service District Standards. Where a double-frontage lot is included in an existing special service district that imposes its own design standards for double frontage lots, the district design standards shall apply.
  - (g) The final determination of whether an application complies with the design standards of this Section shall be made by the City Planner. Such determinations are not subject to appeal.
- (3) Bonding. Park strips, park strip trees, park strip irrigation systems, and fencing walls discussed in this Section shall be included in the definition of public improvements. As such, they shall be bonded for in the manner provided in Tooele City Code Section 7-19-12, as amended, except that park strip trees shall be bonded for in the manner provided in Tooele City Code Section 7-19-29, as amended.
- (4) Maintenance. Because of the added burdens upon the City caused by double-frontage lots, and because residents are disinclined to maintain the secondary frontage, the portions of the public right-of-way located behind the curb and gutter and abutting the secondary frontage shall be maintained

as follows.

- (a) Home Owners Association. As a condition of **City Council** final subdivision plat approval, every subdivision with double-frontage lots shall be required to form and fund a home owners association (HOA). At a minimum, the HOA shall maintain and perform at its cost, for the life of the HOA, the following items: park strip, park strip trees and grates, park strip irrigation system, park strip water bill, fencing wall, sidewalk, and sidewalk snow removal. The HOA articles shall provide for a minimum HOA existence of 30 years.
- (b) Covenants, Conditions, and Restrictions. As a condition of **City Council** final subdivision plat approval, every subdivision with double-frontage lots shall be required to record against all lots within the subdivision covenants, conditions, and restriction (CCRs). A copy of the recorded CCRs will be provided to the City. At a minimum, the CCRs shall provide for the perpetual maintenance and maintenance funding of the following items: park strip, park strip trees and grates, park strip irrigation system, park strip water bill, fencing wall, sidewalk, and sidewalk snow removal.
- (c) If the HOA fails to enforce the CCRs pertaining to maintenance and maintenance funding for a period of three months or more, the City may bring an action in court to compel the HOA to fund and perform its maintenance obligations.
- (d) Special Service District Maintenance. Where a double-frontage lot is included in an existing special service district that maintains some or all of the public improvements adjacent to a secondary frontage, the portions of the public right-of-way located behind the curb and gutter and abutting the secondary frontage shall be maintained in perpetuity by the district.

**7-19-31. Filing of engineering plans ~~and review fee.~~**

- ~~(1) One complete set of engineering plans and specifications, as well as an AutoCAD copy, for required land improvements together with an estimate of the cost of the improvements, said plans and specifications to bear the seal of a Utah registered professional engineer along with a signed statement to the effect that such plans and specifications have been prepared in compliance with this Chapter and pursuant to good engineering practices shall be submitted to the Community Development Department prior to the approval of the final plat **by the Planning Commission**. Said plans shall be drawn to a minimum horizontal scale of five feet to the inch. Plans shall show profiles of all utility and street improvements with elevations referring to the U.S.G.S. Datum.~~
- ~~(2) A plan review fee, based upon the following percentages of total land improvements costs, as estimated by the design engineer and approved by the City Engineer, shall be submitted with the plans and specifications required above:~~
  - ~~(a) 1.5% of the construction cost of the improvements when such cost is \$50,000 or less.~~
  - ~~(b) 1% of the construction cost of the improvements when such cost is over \$50,000 but less than \$250,000.~~
  - ~~(c) 0.75% of the construction cost of the improvements when such cost is over \$250,000.~~

**7-19-34. Final plat execution, delivery, and recordation.**

- (1) The subdivider shall deliver to the City the fully executed final plat *mylar* within 90 days of final plat *application* approval. Failure to fully execute the final plat *mylar*, or to deliver the fully executed final plat *mylar* to the City, within the specified 90 days, shall result in the automatic revocation of, and shall void, the final plat approval.
- (2) No changes to the approved final plat *mylar* may be made without the written approval of the City.
- (3) Tooele City shall promptly record an approved final subdivision plat *mylar* with the Tooele County Recorder upon the occurrence ~~of one~~ of the following:

- (a) ~~acceptance of all public improvements associated with the final plat pursuant to Section 7-19-35, above~~ a statement of desired timing for recording the plat from the subdivider; ~~or and,~~
- (b) execution of a bond agreement pursuant to Section 7-19-12, above.
- (4) The subdivider shall pay all fees associated with the recordation of the approval final plat mylar.

**7-19-35. Minor Subdivision - Exemptions from preliminary plan process ~~requirement~~.**

- (1) A minor subdivision shall combine the preliminary plan and final plat requirements for approval of the subdivision into a single application and review process. A subdivision is considered a minor subdivision and exempt from ~~the~~ a separate preliminary plan review process ~~requirement~~ of this Chapter if:
  - (a) it contains less than ten lots;
  - (b) it does not contain a right-of-way dedication for public street; and,
  - (c) it does not involve off-site water or sewer utilities.
- (2) Information normally required as part of the preliminary plan application may be required by the Public Works ~~and~~ or Community Development Departments as part of a minor subdivision final plat application.




## Exhibit B

### Planning Commission Minutes

MEMORANDUM

To: Debbie Winn, Mayor  
Tooele City Council

From: Jim Bolser, AICP, Director 

Date: March 13, 2020

Re: Ordinance 2020-05 Planning Commission Minutes

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Subject:

Ordinance 2020-05, An ordinance of Tooele City amending Tooele City Code Chapter 7-19 regarding approval of subdivision final plat applications is scheduled for review and potential approval by the City Council during their meeting of March 18, 2020. The Planning Commission reviewed this same proposal and forwarded a unanimous positive recommendation to the Council during their meeting of March 11, 2020. Due to the recency of the Planning Commission's review, the minutes of the meeting have not yet been approved. However, attached is an excerpt of the draft minutes of that meeting.

As always, should you have any questions or concerns please feel free to contact me at any time.

**TOOELE CITY PLANNING COMMISSION MINUTES**

**Date:** Wednesday, March 9, 2020

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

**Commission Members Present:**

Shauna Bevan  
Melanie Hammer  
Tyson Hamilton  
Matt Robinson  
Chris Sloan  
Bucky Whitehouse  
Dave McCall

**Commission Members Excused:**

Nathan Thomas  
Ray Smart

**City Employees Present:**

Andrew Aagard, City Planner  
Jim Bolser, Community Development Director  
Roger Baker, City Engineer  
Paul Hansen, City Attorney

**Council Members Present:**

Council Member Hansen  
Council Member Brady

Minutes prepared by Kelly Odermott

Chairman Hamilton called the meeting to order at 7:00 pm.

**8. Public Hearing and Recommendation on a request by Tooele City for a text amendment to Tooele City Code Chapter 7-19 regarding the process, procedure, and requirements for approval of subdivision final plat applications.**

Presented by Jim Bolser

Mr. Bolser stated that currently in the state of Utah, subdivision plats and approval for subdivisions are identified as an administrative process. The reason being that the subdivision is similar to a Conditional Use Permit, where if the standards established by ordinance are met, there is an obligation to approve it. The difference in that, is that case law in the State of Utah has identified entitlements to a subdivision happen with the preliminary plan, not the final plat. There is still a vested interested, particularly for the City Council and Planning Commission in

reviewing and approving the preliminary plat. The preliminary plan according to current City procedures, goes through Planning Commission and City Council. The final plat does the same process, but the final plat being post entitlements is largely a cleanup effort and finalizing everything. Through discussion with the City Council this change would make the final plat process a process to be handled at the staff level. The process wouldn't change, the requirements wouldn't change, the only difference would be the staff would sign off on the final plat and then bring the mylar to the Planning Commission Chair and the City Council Chair for their signatures rather than to full meetings and votes of both bodies. Those two signatures are required by state law.

Commissioner Sloan asked about the City Council signature and a Planning Commission signature. Mr. Bolser stated that those are both required signatures on a plat for recording.

Chairman Hamilton opened the public hearing, there were no comments. Chairman Hamilton closed the public hearing.

Chairman Hamilton asked the Commission if there were any comments or questions, there were none.

**Commissioner Robinson motion to forward a positive recommendation to the City Council for the Subdivision Final Plat Approvals City Code Text Amendment Request by Tooele City application number P20-134 based on the Staff Report of the March 11, 2020.** Commissioner McCall seconded the motion. The vote as follows: Commissioner Hammer, "Aye," Commissioner Sloan, "Aye," Commissioner Whitehouse, "Aye," Commissioner Bevan, "Aye," Commissioner Robinson, "Aye," Commissioner McCall, "Aye," Chairman Hamilton, "Aye." The motion passes.

**STAFF REPORT**

March 5, 2020

**To:** Tooele City Planning Commission  
Business Date: March 11, 2020

**From:** Planning Division  
Community Development Department

**Prepared By:** Jim Bolser, Director

**Re: Subdivision Final Plat Approvals – City Code Text Amendment Request**

Application No.: P20-134

Applicant: Tooele City

Request: Request for approval of a City Code Text Amendment regarding the process, procedure, and requirements for subdivision final plat approval.

**BACKGROUND**

This application is a request for approval of a City Code Text Amendment to revise the process, procedure, and requirements for approval of subdivision final plat applications. This revision would provide for the review and approval of final plat applications to be conducted at staff level rather than the current process which goes before the Planning Commission and City Council. Once approved, the mylar for the final plat would still go to the Chairperson of the Planning Commission and City Council for their signatures, it would just remove the necessity for a formal review in a public meeting. This revision would not jeopardize the City's standing in approving and vesting the development rights of the application as those rights are established under Utah law with the preliminary plan application. The preliminary plan application process, procedure, and requirements would not be affected by this proposed revision. It is also worth noting that one basis for this proposed revision is separation between administrative and legislative case types. The purpose of legislative case types, which by nature involve more flexibility and discretion on the part of the Planning Commission and City Council, are established for the review of applications based the application's benefit or drawback to the community as a whole. The purpose of administrative case types, which by nature involve less flexibility and discretion on the part of the Planning Commission and City Council, are established for the review of applications based the application's compliance to established standards in the City Code. By their nature, subdivision applications are administrative case types leading to eliminating the need for discretionary public reviews.

***Criteria For Approval!*** The criteria for review and potential approval of a City Code Text 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 City Code Text Amendment request and has issued the following comments:

- 1. The proposed City Code text amendment will provide a more amenable, clear, and expeditious process and procedure for subdivision final plat applicants.
- 2. The proposed City Code text amendment will bring the overall subdivision approval process and requirements into closer alignment with the strict application of separation between administrative and legislative actions on land use applications.

*Engineering Review.* The Tooele City Engineering Division has completed their review of the City Code Text Amendment request and has issued the following comments:

- 1. The proposed City Code text amendment will provide quicker approvals while maintaining compliance with development related provisions.

*Noticing.* The City has expressed their desire to amend the terms of the City Code 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 City Code Text 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 degree to which the proposed text amendment may effect a potential application’s consistency with the intent, goals, and objectives of any applicable master plan.
- 2. The degree to which the proposed text amendment may effect a potential application’s consistency with the intent, goals, and objectives of the Tooele City General Plan.
- 3. The degree to which the proposed text amendment is consistent with the requirements and provisions of the Tooele City Code.
- 4. The suitability of the proposed text amendment on properties which may utilize its provisions for potential development applications.

5. The degree to which the proposed text amendment may effect an application’s impact on the health, safety, and general welfare of the general public or the residents of adjacent properties.
6. The degree to which the proposed text amendment may effect an application’s impact on the general aesthetic and physical development of the area.
7. The degree to which the proposed text amendment may effect the uses or potential uses for adjoining and nearby properties.
8. The overall community benefit of the proposed amendment.
9. 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 Subdivision Final Plat Approvals City Code Text Amendment Request by Tooele City, application number P20-134, based on the following findings:”

1. List findings ...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Subdivision Final Plat Approvals City Code Text Amendment Request by Tooele City, application number P20-134, based on the following findings:”

1. List findings ...

**EXHIBIT A**

**SUBDIVISION FINAL PLAT APPROVALS CITY CODE TEXT AMENDMENT  
PROPOSED REVISIONS  
TOOELE CITY CODE CHAPTER 7-19**



## CHAPTER 19. SUBDIVISIONS

- 7-19-1. Application of chapter.
- 7-19-2. General provisions.
- 7-19-3. Interpretation.
- 7-19-4. Severability.
- 7-19-5. Rules of interpretation.
- 7-19-6. Property line adjustments.
- 7-19-6.1. Property Combinations.
- 7-19-7. Applicability of this Chapter.
- 7-19-8. Procedure for approval of preliminary plan.
- 7-19-9. Plats and data for approval of preliminary plan.
- 7-19-10. Procedure for approval of the final plat.
- 7-19-11. Plats, plans and data for final approval.
- 7-19-12. Public Improvements; bonds and bond agreements.
- 7-19-13. Applications for Reimbursement.
- 7-19-14. Failure to act, effect.
- 7-19-15. Phased development.
- 7-19-16. Design standards.
- 7-19-17. Streets.
- 7-19-17.1 Double-frontage lots - definitions - design - maintenance.
- 7-19-18. Easements.
- 7-19-19. Blocks.
- 7-19-20. Lots.
- 7-19-20.1 Flag Lots.
- 7-19-21. Required land improvements.
- 7-19-22. Street signs.
- 7-19-23. Monuments and markers.
- 7-19-24. Public utilities.
- 7-19-25. Sidewalks required - specifications.
- 7-19-26. Park Strip Landscaping in Commercial and Industrial Subdivisions.
- 7-19-27. Sanitary sewers.
- 7-19-28. Engineering specifications.
- 7-19-29. Water service.
- 7-19-30. Trench backfill.
- 7-19-31. Filing of engineering plans ~~and review fee~~.
- 7-19-32. Acceptance of required land improvements by the city.
- 7-19-33. Building permits.
- 7-19-34. Final Plat execution, delivery, and recordation.
- 7-19-35. Minor Subdivision - Exemptions from preliminary plan process ~~requirement~~.
- 7-19-36. Effect of revocation and voiding.

### 7-19-8. Procedure for approval of preliminary plan.

- (1) Pre-Development Review. Prior to the submission of any land use application, the applicant may and is strongly encouraged to attend a pre-development meeting to review the proposed land development activity and its use, the site, area of potential conformity or conflict with the City's development policy, and the process by which the proponent may proceed to seek a permit for the

proposed land development activity sought by the applicant. The pre-development meeting shall concern all aspects of the application proposal as it relates to applicable ordinances and laws, policy considerations, land uses proposed, neighboring properties and uses, community aesthetics and standards, and any other issue that may affect the approvability of the application or the implementation of the proposal.–Applications to be reviewed during a pre-development meeting shall be scheduled for the next reasonably available meeting according to the Community Development Departments regular meeting schedule.

- (2) Preliminary Plan Preparation. The applicant shall cause to be prepared the preliminary plan which shall include all of the property to be subdivided or developed by the applicant as well as all other property owned or controlled by the applicant which is adjacent to or considered contiguous to the portion to be subdivided or developed. The applicant shall also prepare such other supplementary material as was specified by the City in the pre-development meeting, as well as a written application for approval of the land use proposed. The applicant shall deliver copies of the proposed preliminary plan for review to the Community Development Department and to the Tooele Post Office, Tooele County School District, the Tooele County Health Department, County Surveyor, and each non-City utility company involved in the subdivision or development.
- (3) Planning Commission Review. Prior to Planning Commission review, the applicant shall deliver copies of the proposed preliminary plan to the Community Development Department that demonstrates a signed review by, and any comments from, the Tooele Post Office, Tooele County School District, County Surveyor, County Recorder, and Health Department.
  - (a) The Planning Commission shall approve, approve with conditions, or disapprove the proposed preliminary plan and submit its recommendation to the City Council. An application shall not be approved until receiving all the signatures listed in subsection (2) above.
  - (b) If the Planning Commission finds that changes, additions, or corrections are required on the preliminary plan, the Commission shall so advise the applicant on the record in a public meeting or in writing. The applicant may resubmit the preliminary plan to the Commission without paying an additional fee. The Commission shall approve, approve with conditions, or disapprove the revised preliminary plan and submit its recommendations in writing to the City Council.
- (4) City Council Review. The City Council shall accept, accept with conditions, or reject said plan within a reasonable time following the action of the Planning Commission.
- (5) Preliminary Plan Approval. The following qualifications shall govern approval of the preliminary plan:
  - (a) Approval of the preliminary plan by the Planning Commission is tentative only, involving merely the general acceptability of the layout as submitted.
  - (b) Approval of the preliminary plan shall be effective for a maximum period of one year unless, prior to the one-year period lapsing, the Council grants an extension in a public meeting, not to exceed six months, upon written request of the developer. The request for said extension shall not require an additional fee, or the submittal of additional copies of the preliminary plan of the subdivision. If the application for final plat approval is not submitted to the Community Development Department prior to the expiration of said one year period which begins to run from the date that the preliminary plan is approved by the Council, the approval of the said preliminary plan automatically lapses and is void and of no further force or effect. Thereafter, the developer must recommence the application process then in effect.
  - (c) Where a preliminary plan contemplates more than one final subdivision plat or phase, the failure of a subdivider to submit a completed final plat application for a second or subsequent phase within the scope of the same subdivision preliminary plan final plat within ~~two one~~ years of acceptance of public improvements from the previous subdivision phase final plat approval by the City Council shall cause the ~~City Council~~ approval for all un-platted portions of the preliminary plan to automatically lapse and expire and become of no further force or effect. Thereafter, the

subdivider must recommence the land use application process then in effect.

**7-19-10. Procedure for approval of the final plat.**

- (1) The final plat shall conform substantially to the preliminary plan as approved, and, if desired by the subdivider, may constitute only that portion of the approved preliminary plan which he proposes to record and develop at the time, provided, however, that such portion conforms to all requirements of these regulations and the approval of the preliminary plan.
- (2) Application for approval of the final plat, including all engineering drawings, shall be submitted in writing to the Community Development Department and shall be accompanied by the fee and engineering review fee as required by the City Code. The application must be completed, including all corrections and required documentation, before the application can be accepted and reviewed by the City at least 15 days prior to the regular meeting of the Planning Commission for its review and recommendation.
- (3) The final engineering plans and specifications, consistent with the approved preliminary plan, as well as an AutoCAD copy of the development plans, shall be submitted to the Community Development Department within one year after approval of the preliminary plan and before the approval review of the final plat application; unless, prior to the one-year period lapsing, the City Council grants an extension, not to exceed six months, upon written request of the developer. Such extension will not require an additional fee or filing or additional copies of the plat. If the final plat is not submitted to the Community Development Department prior to the expiration of said one-year period, which begins to run from the date that the preliminary plan is first approved by the Council, the approval of the said preliminary plan automatically lapses and is void and is of no further force or effect. Thereafter, the developer must recommence the application process as then in effect. The subdivider shall make all revisions required by the City promptly and with reasonable diligence.
- (4) ~~Within two months after its meeting at which time the application for~~ An application for approval of a final subdivision plat shall be reviewed and, upon findings by the Community Development and Public Works Departments and the City Engineer that all applicable requirements of this Title and conditions of the preliminary plan approval have been met, approval of the application issued in writing by the Community Development Department. Upon approval of the final plat is submitted and submission of the final plat mylar, the Community Development Department shall secure final plat mylar signatures of the Planning Commission Chairperson and the City Council Chairperson shall recommend approval or disapproval. If the Commission recommends approval of the plat, it shall affix upon the plat the certifying signatures of its chairman and members voting in favor of approval, and submit the plat along with its recommendations to the City Council. If it recommends disapproval, the Commission shall set forth the reasons in its own records, which may include the meeting minutes.
- (5) Filing:
  - (a) Prior to ~~consideration~~ approval of the final plat ~~by the Planning Commission~~, and the fulfillment of the requirements of these regulations, one mylar of the final plat of the subdivision, not to exceed 36 inches by 48 inches in size, shall be submitted to the Community Development Department ~~at least 15 days before a regular meeting of the Planning Commission.~~
  - (b) ~~Action must be taken by the Council within two months after the meeting at which the final plat and all drawings, maps and other documents regarding the development have been submitted for its approval. The Council may extend the two month period upon a two-thirds vote of its members.~~
- (6) Recordation. Tooele City will record the final plat mylar with the Tooele County Recorder pursuant to Section 7-19-39, below.

**7-19-11. Plats, plans and data for final approval.**

- (1) The final plat shall be drawn in ink on tracing cloth on sheets not to exceed 36 inches by 48 inches and ~~shall be at~~ a scale of 100 feet to one inch. Where necessary, the plat may be on several sheets accompanied by an index sheet showing the entire subdivision. For large subdivisions, the final plat may be submitted for approval progressively in contiguous sections compliant with City requirements satisfactory to the Planning Commission. The final plat shall show the following:
  - (a) Primary control points, approved by the City Engineer, or descriptions and "ties" to such control points, to which all dimensions, angles, bearings and similar data on the plat shall be referred.
  - (b) Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way and property lines of residential lots and other sites, with accurate dimensions, bearings and deflection angles and radii, arcs and central angles of all curves.
  - (c) Name and right-of-way width of each street or other right-of-way.
  - (d) Location, dimensions and purpose of any easements.
  - (e) Number to identify each lot or site and block.
  - (f) Purpose for which sites, other than residential lots, are dedicated or reserved.
  - (g) Proposed building set-back lines on all lots and other sites.
  - (h) Location and description of monuments.
  - (i) Certification by a registered land surveyor licensed by the State of Utah certifying to the accuracy of the survey and plat.
  - (j) Certification of the County Treasurer showing that all taxes and special assessments due on the property to be subdivided have been paid in full.
  - (k) Dedication by the owners of the tract of all streets, easements and rights-of-way to the public, and other proposed public way or space shown on the plat.
  - (l) Certification of title showing that the applicant is the owner or agent of the owner.
  - (m) Proper form for the approval of the Council, with space for the signatures of the Council Chairperson ~~members~~.
  - (n) Approval by signatures of those persons or departments with signature lines on the final plat.
  - (o) Name of the subdivision.
  - (p) Location by section, township and range.
  - (q) Title, scale, north arrow and date.
  - (r) Other items or information reasonably required by the City.
- (2) Cross sections and profiles of streets showing grades. The scales and elevations shall be based on the U.S.G.S. Datum Plane.
- (3) Protective covenants in form for recording.

**7-19-12. Public Improvements; bonds and bond agreements.**

Public improvements shall be completed pursuant to the following procedure:

- (1) After approval of the preliminary plan, the subdivider shall present plans and specifications for all public improvements to the city Engineer for review and approval.
  - (a) If engineering plans require substantial changes from the approved preliminary plan, the subdivider shall revise and re-submit the public improvements plans and specifications.
  - (b) Re-submissions shall not require the payment of additional fees to the City. The City, however, shall not be responsible for the cost of any revisions or for any costs incurred due to delays caused by requiring the revisions.
  - (c) No public improvements may be constructed prior to final plat approval.
- (2) Upon approval of the final plat, plans, and specifications ~~by the City Engineer~~, the Community Development Department shall provide written notice to the applicant of final plat approval ~~shall be submitted to the City Council for approval, modification, or disapproval~~.

- (3) All public improvements shall be completed within one year from the date of written final plat approval. The City Council may grant a maximum of two 6-month extensions upon receipt of a written petition and upon a finding of unusual circumstances. Petitions for extension must be filed with the City Recorder prior to expiration of the applicable 1-year period or 6-month extension. If the public improvements are not completed with the time allowed under this Section, no further approvals of any land use application shall be issued to the subdivider responsible for completing the public improvements, and no further plats shall be approved within the preliminary plan or project area in which the public improvements are incomplete.
- (4) (a) Except as provided below, all public improvements associated with a subdivision final plat must be completed, inspected, and accepted pursuant to Section 7-19-35, below, prior to the recordation of that plat.
- (b) A subdivision final plat may be recorded prior to the completion, inspection, and acceptance of the plat's public improvements where the subdivider submits a bond and executes a bond agreement compliant with this Section. The purpose of the bond and bond agreement is to insure completion of all public improvements required to be installed in the subdivision and to warrant the quality of their construction.
- (c) Where public improvements are constructed without a bond and bond agreement, under no circumstances shall such public improvements be connected to the City's water distribution, sewer collection, storm drain collection, and road right-of-way systems prior to recordation of the associated final subdivision plat or without bonding for the public improvements located within City rights-of-way pursuant to this Section.
- (5) Bond agreements shall be in the form and contain the provisions approved by the City Attorney. The agreement shall be signed by the Mayor, the City Attorney, and the City Engineer. The agreement shall include, without limitation, the following:
- (a) Incorporation by reference of the final plat, final plat documents, public improvements plans and specifications, and all data required by this Chapter which is used by the City Engineer to estimate the cost of the specific public improvements.
- (b) Incorporation by exhibit of the City Engineer's estimate of the cost of the specific public improvements.
- (c) Completion of the public improvements within the period of time described in subsection (3), above.
- (d) Completion of the public improvements to the satisfaction of City inspectors and according to City standards, as established by the Tooele City Code and City policies.
- (e) Establishment of the bond amount. The bond amount shall include the following:
- (i) the subdivider's estimated cost of the public improvements to be installed, as reviewed and approved by the City Engineer or designee; and,
- (ii) a reasonable contingency of 20% of the estimated cost, intended to cover the cost of inflation and unforeseen conditions or other circumstances.
- (f) The City shall have exclusive control over the bond proceeds, which may be released to the subdivider only upon written approval of the City Attorney.
- (g) The bond proceeds may be reduced upon written request of the subdivider as the improvements are installed and upon approval by City inspectors on a City inspection report form. The amount of the reduction shall be determined by reference to the City Engineer's estimate attached to the bond agreement, with assistance from the City Engineer, as necessary. Such requests may be made only once every 30 days. All reductions shall be by the written authorization of the City Attorney.
- (h) Bond proceeds may be reduced by no more than 90% of the total bond amount, the remaining 10% being retained to guarantee the warranty and maintenance of the improvements as

provided in Sections 7-19-12(7) and 7-19-35, herein. Any bond amount reduction shall not be deemed as an indication of public improvement completion or acceptance.

- (i) If the bond proceeds are inadequate to pay the cost of the completion of the improvements according to City standards for whatever reason, including previous reductions, then the subdivider shall be responsible for the deficiency. Until the improvements are completed or, with City Council approval, a new bond and bond agreement have been executed to insure completion of the remaining improvements:
    - (i) no further plats shall be approved within the preliminary plan or project area in which the improvements are to be located; and,
    - (ii) no further building permits shall be issued in the subdivision.
  - (j) If, after expiration of the bond agreement time period, the bond proceeds are not transferred to the City within 30 days of the City's written demand, then the City's costs of obtaining the proceeds, including the City Attorney's Office costs and any outside attorney's fees and costs, shall be deducted from the bond proceeds.
  - (k) The subdivider agrees to indemnify and hold the City harmless from any and all liability and defense costs which may arise as a result of those public improvements which are installed until such time as the City accepts the public improvements as provided in this Chapter.
- (6) Bond agreements shall be one of the following types:
- (a) An irrevocable letter of credit with a financial institution federally or state insured, upon a current standard letter of credit form, or including all information contained in the current standard letter of credit form.
  - (b) A cashier's check or a money market certificate made payable only to Tooele City Corporation.
  - (c) A guaranteed escrow account from a federally or state insured financial institution, containing an institution guarantee.
- (7) Warranty. The Subdivider shall warrant and be responsible for the maintenance of all improvements for one year following their acceptance by Resolution of the City Council, and shall guarantee such warranty and maintenance in the above-described bond agreements. The City may extend the warranty period upon a determination of good cause that the one-year period is inadequate to protect the public health and safety.
- (8) The final plat applications for two or more ~~final~~ subdivision ~~phases plats~~ may be approved and the entirety of property within those phases developed simultaneously where all public improvements associated with the plats are bonded for and constructed as if they were one ~~phase plat~~. An application for final plat approval of multiple phases shown on the approved preliminary plan may also be approved under a single application when the final plat reflects all requested phases as a single phase in the overall configuration of the approved preliminary plan.
- (9) The subdivider's bond in no way excuses or replaces the obligation to complete public improvement construction, as required in this Section. Nothing in this Section shall require the City to liquidate bonds, spend bond proceeds, or complete public improvements. Any undertaking on the part of the City to liquidate a bond, spend bond proceeds, or complete public improvements shall not relieve the subdivider of the consequences of non-completion of public improvements.

### **7-19-13. Applications for Reimbursement.**

- (1) Definitions. All words and phrases in this Section beginning in capital letters shall have the meanings given them in Tooele City Code Section 7-1-5.
- (2) Application for Reimbursement. Developers required to install Eligible Public Improvements may be entitled to reimbursement pursuant to this Section, provided that:
  - (a) the Construction Costs of the Eligible Public Improvements required by the City as a condition of development approval exceeds the Construction Cost of the City's required minimum standards

- and specifications for the Eligible Public Improvements by 10% or more; and,
- (b) the Cost Differential exceeds \$5,000; and
  - (c) the Eligible Public Improvements are constructed within the Tooele City Corporate Limit; and
  - (d) the Subsequent Developer's development receives City approval within eight years from the date of City approval of the development for which the Eligible Public Improvements were required; and,
  - (e) the Prior Developer files an Application for Reimbursement in the office of the Director of Public Works or City Engineer.
- (3) Application for Reimbursement.
- (a) Developers satisfying the above criteria may apply for reimbursement for recovery of a pro-rata share of the Cost Differential, minus the Depreciation Value, from a Subsequent Developer to the extent that the Subsequent Developer did not share in the Construction Cost of the Eligible Public Improvements.
  - (b) Notwithstanding other provisions of this Section to the contrary, subdivisions of ten lots or less, or single-lot developments, that are required by the City to fully improve a road right-of-way (i.e. road base, road surface, curb, gutter) are eligible to apply for and receive reimbursement for the Construction Cost of that portion of the road improvements that directly benefit subsequent development located adjacent to the road improvements, minus the Depreciation Value.
- (4) The Application for Reimbursement shall be made on a form approved by the City Attorney, and shall include the following information:
- (a) a brief description of the Eligible Public Improvements which may directly benefit future development; and,
  - (b) an engineer's written estimate of the Construction Cost of the Eligible Public Improvements, or an affidavit of the actual Construction Cost of the Eligible Public Improvements plus copies of receipts and paid invoices. Both the estimated and /or actual Construction Cost must be approved by the Director of Public Works or City Engineer.
- (5) An Application for Reimbursement is not retroactive and may not seek reimbursement for uses or land development activities which exist as of, or have been approved by the City Council prior to, the effective date of the Application for Reimbursement.
- (6) After an Application for Reimbursement is filed, the Prior Developer shall be under an affirmative duty to deliver to the City written notice of the identity of any development which the Prior Developer has knowledge or reason to believe will benefit from Public Improvements installed by the Prior Developer, and whether and to what extent the Subsequent Developer should share in the Cost Differential. The notice must be delivered to the Public Works Director or City Engineer prior to or with the benefitting development's final subdivision plat ~~approval~~ application or, in the case of a site plan, prior to the issuance of a building permit.
- (7) When the Prior Developer has complied with the provisions of this Section, the City will make a reasonable effort to collect the Subsequent Developer's pro-rata share of the Cost Differential, minus the Depreciation Value, on behalf of the Prior Developer.
- (8) Before making any payments to the Prior Developer pursuant to this Section, the City shall retain from amounts collected from a Subsequent Developer an administrative fee in the amount of 10% of said amounts collected, with a minimum administrative fee of \$100.
- (9) Before making any payments to the Prior Developer pursuant to this Section, the City shall make a determination whether the Prior Developer has any outstanding financial obligations towards, or debts owing to, the City. Any such obligations or debts, adequately documented, shall be satisfied prior to making payment to the Prior Developer, and may be satisfied utilizing amounts collected by the City on behalf of the Prior Developer pursuant to a Reimbursement Application.
- (10) The City reserves the right to refuse any incomplete Application for Reimbursement. All completed

Applications for Reimbursement shall be made on the basis that the Prior Developer releases and waives any claims against the City in connection with establishing and enforcing reimbursement procedures and collections.

- (11) The City shall not be responsible for locating any beneficiary, survivor, assign, or other successor in interest entitled to reimbursement. Any collected funds unclaimed after one year from the expiration of the Application for Reimbursement shall be returned to the Subsequent Developer from which the funds were collected minus the City administration fee. Any funds undeliverable to a Prior Developer, or to a Subsequent Developer from which the funds were collected, whichever the case, shall be credited to the City enterprise fund corresponding to the Eligible Public Improvements for which the funds were collected, as determined by the Finance Director.
- (12) Political subdivisions of the state of Utah (e.g. Tooele City Corporation) that construct Eligible Public Improvements shall be considered Prior Developers for purposes of this title, and may file Reimbursement Applications and receive reimbursement under the provisions of this Chapter.
- (13) Public Improvements required as a condition of annexation are not eligible for reimbursement pursuant to this Section.
- (14) All City development approvals, including, but not limited to, subdivisions and site plans, shall be conditioned upon and subject to the payment of appropriate reimbursement amounts as determined in accordance with this Section.
- (15) A Subsequent Developer may protest in writing the assertion of a Prior Developer that the Subsequent Developer will benefit from Eligible Public Improvements constructed by the Prior Developer. Protests should be delivered to the Public Works Director or City Engineer, and must include documentation sufficient to demonstrate that the Subsequent Developer's development will derive no benefit, or a lesser benefit than asserted, from the Prior Developer's Eligible Public Improvements. The Public Works Director or City Engineer will decide the matter, whose decision shall be final.

**7-19-14. Failure to act, effect.**

Should the Planning Commission or the City Council fail to act upon any submitted [preliminary plan](#) applications, ~~preliminary plan or final plat~~, within the time period allotted by this Chapter, said failure shall be considered a denial of the said submission.

**7-19-15. Phased development.**

- (1) When the public improvements have been 100% completed [and accepted](#) within the subdivision final plat, ~~an additional subdivision a~~ final plat [for a subsequent phase](#) within the same preliminary plan or project area may be requested, ~~and the subdivider may request the approval of an additional preliminary plan.~~
- (2) Each subdivision final plat in a preliminary plan [or project area](#) shall be considered a phase of the preliminary plan and shall be developed in a logical and orderly manner. All phases shall be contiguous, so that all public improvements shall be contiguous and continuous from their point of beginning in the development throughout the balance of the development.

**7-19-17. Streets.**

The arrangement of streets in a new development shall provide for the continuation of existing streets in adjoining areas at the same or greater widths, unless altered by the Planning Commission and City Council upon the positive recommendation of the Director of the Community Development and Public Works Department. All streets shall comply with the provisions of Title 4 Chapter 8 of the Tooele City Code and the current Tooele City Transportation Master Plan, including the Tooele City Transportation Right-of-Way Master



Plan. An exception to the general rule for road cross sections or right-of-way improvements required by Title 4 Chapter 8 of the Tooele City Code may be granted by the City Council for major collector or arterial class roads adjacent to the proposed subdivision. Roads interior to a subdivision or between phases of a subdivision may not be excepted. Exception requests must be submitted in writing ~~to the City Recorder and~~ to the Directors of the Community Development and Public Works Department's Director prior to ~~final subdivision plat~~ the Planning Commission's review of the preliminary plan approval ~~and at least 15 days prior to the date upon which the City Council will consider the request.~~ The Directors shall provide a written recommendation on the exception request to the Planning Commission for their review with the preliminary plan. In reviewing an exception request, the City Council shall consider and approve or deny the request following ~~a written~~ recommendation from the ~~Community Development and Public Works Department Director~~ Planning Commission based on the following factors:

- (1) the overall safety of the area for transit, vehicular, bicycle, and pedestrian traffic including crossings of the road or right-of-way;
- (2) existing transit, vehicular, bicycle, and pedestrian traffic in the area;
- (3) anticipated transit, vehicular, bicycle, and pedestrian traffic impacts from the proposed subdivision on the existing traffic loads of the area;
- (4) the ability for existing right-of-way improvements to accommodate anticipated transit, vehicular, bicycle, and pedestrian traffic loads;
- (5) the degree to which the exception would prevent completion or connection to other right-of-way improvements in the area;
- (6) existing right-of-way improvements in the area;
- (7) the degree to which the right-of-way leading to and from the area requested for exception has been developed and completed;
- (8) the mechanisms, proposals submitted, and timing by which the excepted improvements will be completed in the future;
- (9) the degree to which the entirety of the right-of-way has been dedicated and improved outside of the area requested for an exception;
- (10) land uses in the area, including but not limited to schools, recreational opportunities, and public facilities, that may have the potential to affect the existing improvements' ability to accommodate all anticipated transit, vehicular, bicycle, and pedestrian traffic loads;
- (11) phasing and a phasing schedule for the proposed subdivision;
- (12) any development agreement with terms affecting right-of-way improvements duly executed by the Mayor for the exception-requesting subdivision or other developments in the area; and
- (13) documented history of vehicle-vehicle, vehicle-bicycle, and vehicle-pedestrian conflicts and accidents.

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

- (1) Definitions. For purposes of this Section, the following terms shall be defined as follows.
  - (a) Double-frontage lot: a residential lot that abuts more than one public right-of-way or private road on opposite sides of the lot. "Double-frontage lot" includes corner lots adjacent to other double-frontage lots. "Double-frontage lot" does not include lots whose secondary frontages are on roads that are designated as alleys that do not require sidewalk access and that serve primarily as private access to the rear of lots.
  - (b) Primary frontage: the portion of a residential lot abutting a public right-of-way or private road that contains the main pedestrian entry to a residence.
  - (c) Secondary frontage: the portion of a residential lot abutting a public right-of-way or private street that is not the principle frontage.
- (2) Design Standards. The secondary frontage of any double-frontage lot shall include the following design elements located within the public right-of-way or private street.

- (a) Park strip. The park strip located between the curb and the sidewalk shall be of colored, texture-stamped concrete, which shall differ in color and texture from the adjacent sidewalk.
    - (i) The concrete color shall be of earth-tones, to include tan, light brown, beige, and similar colors, but shall not include yellow, pink, blue, green, and similar bright colors.
    - (ii) The concrete texture shall simulate cobblestone, variegated slate squares and rectangles, brick, or similar pattern.
    - (iii) The park strip thickness shall be a minimum of five and one-half inches.
    - (iv) The park strip shall contain a decorative metal grate around each park strip tree. The grate shall be chosen from a list of City-approved grate types, the list being on file with the Public Works Department.
  - (b) Park strip trees. Trees shall be planted in the park strip as follows.
    - (i) Park strip trees shall be chosen from a list of City-approved trees, the list being on file with the Public Works Department.
    - (ii) Park strip trees shall be spaced not more than 35 feet apart.
    - (iii) Park strip tree size, bonding, and other details not address in this Section shall be as provided in Tooele City Code Section 7-19-29, as amended.
    - (iv) The park strip shall include an irrigation system for park strip tree irrigation. The underground piping shall be placed within conduit located beneath the park strip. The irrigation system shall include meters, meter vaults, power, valve boxes, irrigation heads, and other necessary components to provide a fully functioning irrigation system.
  - (c) Sidewalk. Sidewalk shall be as required by Tooele City Code and Policy.
  - (d) Fencing wall. The secondary frontage shall be fenced and screened with a masonry wall possessing the following design elements.
    - (i) The wall shall be six feet in height except as required under Tooele City Code Section 7-2-11 Clear vision area at intersecting streets.
    - (ii) The wall materials shall be masonry block or prefabricated decorative masonry panels chosen from a list of City-approved wall material types, the list being on file with the Public Works Department. The wall shall be uniform within each subdivision phase.
    - (iii) The wall shall include capped pillars spaced at even intervals, not to exceed 20 feet. The pillar materials shall be similar to those comprising the wall.
    - (iv) No portion of the wall shall contain cinderblock, smooth-faced block, or cast-in-place concrete.
    - (v) All fencing walls shall receive a City-approved anti-graffiti seal coat upon their construction and prior to acceptance by the City.
  - (e) Gates. Gates in the fencing wall or otherwise accessing the secondary frontage shall not be allowed.
  - (f) Special Service District Standards. Where a double-frontage lot is included in an existing special service district that imposes its own design standards for double frontage lots, the district design standards shall apply.
  - (g) The final determination of whether an application complies with the design standards of this Section shall be made by the City Planner. Such determinations are not subject to appeal.
- (3) Bonding. Park strips, park strip trees, park strip irrigation systems, and fencing walls discussed in this Section shall be included in the definition of public improvements. As such, they shall be bonded for in the manner provided in Tooele City Code Section 7-19-12, as amended, except that park strip trees shall be bonded for in the manner provided in Tooele City Code Section 7-19-29, as amended.
- (4) Maintenance. Because of the added burdens upon the City caused by double-frontage lots, and because residents are disinclined to maintain the secondary frontage, the portions of the public right-of-way located behind the curb and gutter and abutting the secondary frontage shall be maintained

as follows.

- (a) Home Owners Association. As a condition of **City Council** final subdivision plat approval, every subdivision with double-frontage lots shall be required to form and fund a home owners association (HOA). At a minimum, the HOA shall maintain and perform at its cost, for the life of the HOA, the following items: park strip, park strip trees and grates, park strip irrigation system, park strip water bill, fencing wall, sidewalk, and sidewalk snow removal. The HOA articles shall provide for a minimum HOA existence of 30 years.
- (b) Covenants, Conditions, and Restrictions. As a condition of **City Council** final subdivision plat approval, every subdivision with double-frontage lots shall be required to record against all lots within the subdivision covenants, conditions, and restriction (CCRs). A copy of the recorded CCRs will be provided to the City. At a minimum, the CCRs shall provide for the perpetual maintenance and maintenance funding of the following items: park strip, park strip trees and grates, park strip irrigation system, park strip water bill, fencing wall, sidewalk, and sidewalk snow removal.
- (c) If the HOA fails to enforce the CCRs pertaining to maintenance and maintenance funding for a period of three months or more, the City may bring an action in court to compel the HOA to fund and perform its maintenance obligations.
- (d) Special Service District Maintenance. Where a double-frontage lot is included in an existing special service district that maintains some or all of the public improvements adjacent to a secondary frontage, the portions of the public right-of-way located behind the curb and gutter and abutting the secondary frontage shall be maintained in perpetuity by the district.

**7-19-31. Filing of engineering plans ~~and review fee.~~**

- ~~(1) One complete set of engineering plans and specifications, as well as an AutoCAD copy, for required land improvements together with an estimate of the cost of the improvements, said plans and specifications to bear the seal of a Utah registered professional engineer along with a signed statement to the effect that such plans and specifications have been prepared in compliance with this Chapter and pursuant to good engineering practices shall be submitted to the Community Development Department prior to the approval of the final plat **by the Planning Commission**. Said plans shall be drawn to a minimum horizontal scale of five feet to the inch. Plans shall show profiles of all utility and street improvements with elevations referring to the U.S.G.S. Datum.~~
- ~~(2) A plan review fee, based upon the following percentages of total land improvements costs, as estimated by the design engineer and approved by the City Engineer, shall be submitted with the plans and specifications required above:~~
  - ~~(a) 1.5% of the construction cost of the improvements when such cost is \$50,000 or less.~~
  - ~~(b) 1% of the construction cost of the improvements when such cost is over \$50,000 but less than \$250,000.~~
  - ~~(c) 0.75% of the construction cost of the improvements when such cost is over \$250,000.~~

**7-19-34. Final plat execution, delivery, and recordation.**

- (1) The subdivider shall deliver to the City the fully executed final plat *mylar* within 90 days of final plat *application* approval. Failure to fully execute the final plat *mylar*, or to deliver the fully executed final plat *mylar* to the City, within the specified 90 days, shall result in the automatic revocation of, and shall void, the final plat approval.
- (2) No changes to the approved final plat *mylar* may be made without the written approval of the City.
- (3) Tooele City shall promptly record an approved final subdivision plat *mylar* with the Tooele County Recorder upon the occurrence ~~of one~~ of the following:

- (a) ~~acceptance of all public improvements associated with the final plat pursuant to Section 7-19-35, above~~ a statement of desired timing for recording the plat from the subdivider; ~~or and,~~
- (b) execution of a bond agreement pursuant to Section 7-19-12, above.
- (4) The subdivider shall pay all fees associated with the recordation of the approval final plat mylar.

**7-19-35. Minor Subdivision - Exemptions from preliminary plan process ~~requirement~~.**

- (1) A minor subdivision shall combine the preliminary plan and final plat requirements for approval of the subdivision into a single application and review process. A subdivision is considered a minor subdivision and exempt from ~~the~~ a separate preliminary plan review process ~~requirement~~ of this Chapter if:
  - (a) it contains less than ten lots;
  - (b) it does not contain a right-of-way dedication for public street; and,
  - (c) it does not involve off-site water or sewer utilities.
- (2) Information normally required as part of the preliminary plan application may be required by the Public Works ~~and~~ or Community Development Departments as part of a minor subdivision final plat application.

**TOOELE CITY CORPORATION**

**ORDINANCE 2020-04**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 7-19 REGARDING ACCEPTANCE OF PUBLIC IMPROVEMENTS.**

WHEREAS, the Tooele City Charter created a form of government where legislative and executive power of city government are strictly separated into two branches of government, with the City Council exercising all legislative powers and the Mayor exercising all executive and administrative powers of the City (see Charter Section 2-02; see also UCA Chapter 10-3b Part 2 regarding the Council-Mayor separation of powers form of government); and,

WHEREAS, UCA Section 10-9a-601 empowers municipalities to enact subdivision ordinances consistent with state and federal land use law, and Tooele City has enacted TCC Chapter 7-19 governing subdivision applications and approvals (and TCC Chapter 7-11 regarding site plan approvals); and,

WHEREAS, in the course of land use application approval and implementation under TCC Chapters 7-11 and 7-19, developers must design and construct all public improvements required by the Tooele City Code and its adopted uniform codes, including the American Public Works Association (APWA) standards and specifications; and,

WHEREAS, public improvements are defined to be those public utility infrastructure improvements found within typical subdivision and site plan construction documents, as detailed in TCC Section 7-1-5 (definition of Public Improvements); and,

WHEREAS, public improvement easements and rights-of-way are dedicated (conveyed) to Tooele City with the recordation of subdivision plats or deeds of dedication, while the public improvements themselves are deemed conveyed to Tooele City for ownership and maintenance upon their acceptance by Tooele City; and,

WHEREAS, as currently enacted, the acceptance of public improvements is a formal statutory process, detailed in the City Code, culminating in the City Council's approval of a Resolution declaring particular public improvements accepted by Tooele City for City ownership and maintenance, subject to a one-year warranty period covering defects in materials and construction (see TCC Sections 7-19-12 and -32); and,

WHEREAS, the enactment by the City Council of the public improvement acceptance regulatory process is a legislative function, while the inspection and acceptance of public improvements is an administration function of administering and implementing the enacted regulatory process, appropriate for the City Administration (Mayor and administrative departments); and,

WHEREAS, the City Administration recommends that it be permitted to perform its administrative functions regarding the acceptance of public improvements by implementing an administrative acceptance process, including a Certificate of Completion and Acceptance of public improvements; and,

WHEREAS, the City Council requests the ability to participate in the process of public improvement acceptance, as a check upon the executive power, by signing the Certificate of Completion and Acceptance of those improvements; and,

WHEREAS, attached as Exhibit A are proposed amendments to TCC Chapter 7-19 regarding the administrative acceptance of public improvements; and,

WHEREAS, attached as Exhibit B is the form of the Certificate of Completion and Acceptance by which the administrative acceptance of public improvements will be accomplished; and,

WHEREAS, this Ordinance 2020-04 will honor and implement the separation of powers paradigm established in the Tooele City Charter and UCA Chapter 10-3b, and will lead to increased efficiency in the City's legislative and administrative processes, and is therefore in the best interest of Tooele City:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 7-19 is hereby amended as shown in Exhibit A.

This Ordinance is necessary for the immediate preservation of the peace, health and safety of Tooele City and shall take effect immediately upon publication.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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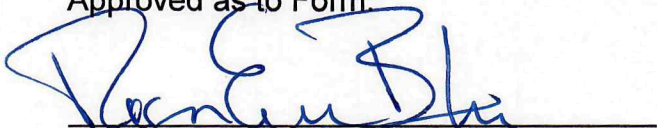
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ATTEST:

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

SEAL

Approved as to Form:

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

# Exhibit A

## Proposed Amendments to TCC Chapter 7-19



## CHAPTER 19. SUBDIVISIONS

- 7-19-1. Application of chapter.
- 7-19-2. General provisions.
- 7-19-3. Interpretation.
- 7-19-4. Severability.
- 7-19-5. Rules of interpretation.
- 7-19-6. Property line adjustments.
- 7-19-6.1. Property Combinations.
- 7-19-7. Applicability of this Chapter.
- 7-19-8. Procedure for approval of preliminary plan.
- 7-19-9. Plats and data for approval of preliminary plan.
- 7-19-10. Procedure for approval of the final plat.
- 7-19-11. Plats and data for final approval.
- 7-19-12. Public Improvements; bonds and bond agreements; warranty.
- 7-19-13. Applications for Reimbursement.
- 7-19-14. Failure to act, effect.
- 7-19-15. Phased development.
- 7-19-16. Design standards.
- 7-19-17. Streets.
- 7-19-17.1. Double-frontage lots - definitions - design - maintenance.
- 7-19-18. Easements.
- 7-19-19. Blocks.
- 7-19-20. Lots.
- 7-19-20.1. Flag Lots.
- 7-19-21. Required land improvements.
- 7-19-22. Street signs.
- 7-19-23. Monuments and markers.
- 7-19-24. Public utilities.
- 7-19-25. Sidewalks required - specifications.
- 7-19-26. Park Strip Landscaping in Commercial and Industrial Subdivisions.
- 7-19-27. Sanitary sewers.
- 7-19-28. Engineering specifications.
- 7-19-29. Water service.
- 7-19-30. Trench backfill.
- 7-19-31. Filing of engineering plans and review fee.
- 7-19-32. Acceptance of ~~required — land — public~~ improvements by the city.
- 7-19-33. Building permits.
- 7-19-34. Final Plat execution, delivery, and recordation.
- 7-19-35. Minor Subdivision - Exemptions from preliminary plan requirement.
- 7-19-36. Effect of revocation and voiding.

### 7-19-1. Application of chapter.

No person shall subdivide any tract of land which is located within the City of Tooele, except in conformity with the provisions of this ordinance. The subdivision plans and plats, proposed improvements to be installed and all procedures relating thereto, shall in all respects be

in full compliance with the regulations of this Chapter. (Ord. 1977-18, 10-19-1977)

### 7-19-2. General provisions.

(1) Wherever any subdivision of land shall hereafter be laid out within the incorporated limits of the City, the subdivider thereof or his agent shall submit both a preliminary plan and final subdivision plat to the City for its approval. The subdivision plats and all procedures relating thereto shall in all respects be in full compliance with these regulations.

(2) Until preliminary plans for the subdivision are approved:

(a) No land shall be subdivided, nor any street laid out, nor any improvements made to the natural land.

(b) No lot, tract or parcel of land within any subdivision shall be offered for sale, nor shall any sale, contract for sale or option be made or given.

(c) No improvements - such as sidewalks, water supply, storm water drainage, sanitary sewage facilities, gas service, electric service, lighting, grading, paving or surfacing of streets - shall hereafter be made by any owner or owners or his or their agent or by any public service corporation at the request of such owner or owners or his or their agent.

(d) Land subject to flooding or within any area designated as subject to a 100-year flood by the Federal Flood Insurance Program Administrator, and areas subject to poor drainage will not be permitted to be subdivided unless the flooding or drainage problems are properly dealt with in the subdivision plan to the satisfaction of the City.

(3) Where a trace of land proposed for subdivision is part of a larger, logical subdivision unit in relation to the City as a whole, the Planning Commission may, before approval, cause to be prepared a plan for the entire unit, such plan to be used by the Planning Commission as an aid in judging the merits of the proposed plat.

(4) Amendments to the City Code enacted by the City Council after the approval of a preliminary plan but prior to the approval of a final subdivision plat shall apply to that plat to the extent that they do not alter the plat's use, density, or configuration. For purposes of this Chapter, the words use, density, and configuration shall refer to the following:

(a) use: the uses allowed by the Tooele City General Plan Land Use Element and the Tooele City zoning ordinance at the time of complete preliminary plan submission;

(b) density: the number of lots contained in a preliminary plan approved by the City Council;

(c) configuration: the general manner in which the density is laid out in a preliminary plan approved by the City Council.

(5) Amendments to the City Code enacted by the City Council shall apply to the use, density, and

**7-19-12. Public Improvements; bonds and bond agreements; warranty.**

Public improvements shall be completed pursuant to the following procedure:

(1) After approval of the preliminary plan, the subdivider shall submit present plans and specifications for all public improvements to the Public Works Department city Engineer for review and approval.

(a) If engineering-submitted plans require substantial changes from the approved preliminary plan, the subdivider shall revise and re-submit the public improvements plans and specifications.

(b) Re-submissions shall not require the payment of additional fees to the City. The City, however, shall not be responsible for the cost of any revisions or for any costs incurred due to delays caused by requiring the revisions.

(c) No public improvements may be constructed prior to final plat or other final land use approval.

(2) Upon approval of the plans and specifications by the City Engineer, the final plat shall be submitted to the City Council for approval, modification, or disapproval.

(3) All public improvements shall be completed within 1 one-year from the date of final plat approval. The City Council may grant a maximum of two 6-month extensions upon receipt of a written petition and upon a finding of unusual circumstances. Petitions for extension must be filed with the City Recorder prior to expiration of the applicable 1-year period or 6-month extension. If the public improvements are not completed with the time allowed under this Section, no further approvals of any land use application shall be issued to the subdivider responsible for completing the public improvements, and no further plats or phases shall be approved within the preliminary plan or project area in which the public improvements are incomplete.

(4) (a) Except as provided below, all public improvements associated with a subdivision final plat must be completed, inspected, and accepted pursuant to Section 7-19-325, below, prior to the recordation of that plat.

(b) A subdivision final plat may be recorded prior to the completion, inspection, and acceptance of the plat's public improvements where the subdivider submits a bond and executes a bond agreement compliant with this Section. The purpose of the bond and bond agreement is to insure completion of all public improvements required to be installed in the subdivision and to warrant the quality of their construction.

(c) Where public improvements are constructed without a bond and bond agreement, under no circumstances shall such public improvements be connected to the City's water distribution, sewer collection, storm drain collection, and road right-of-way systems prior to recordation of the associated final

subdivision plat or without bonding for the public improvements located within City rights-of-way pursuant to this Section.

(5) Bond agreements shall be in the form and contain the provisions approved by the City Attorney. The agreement shall be signed by the Mayor and, the City Attorney, and the City Engineer. The agreement shall include, without limitation, the following:

(a) Incorporation by reference of the final plat, final plat documents, public improvements plans and specifications, and all data required by this Chapter which is used by the City Engineer to estimate the cost of the specific public improvements.

(b) Incorporation by exhibit of the City Engineer's approved estimate of the cost of the specific public improvements.

(c) Completion of the public improvements within the period of time described in subsection (3), above.

(d) Completion of the public improvements in accordance with the land use approval, City standards and specifications, and the approved engineering plans and specifications associated with the land use application to the satisfaction of City inspectors and according to City standards, as established by the Tooele City Code and City policies.

(e) Establishment of the bond amount. The bond amount shall include the following:

(i) the subdivider's estimated cost of the public improvements to be installed, as reviewed and approved by the City Engineer or designee; and,

(ii) a reasonable contingency of 20% of the estimated cost, intended to cover the costs of inflation and unforeseen conditions or other circumstances.

(f) The City shall have exclusive control over the bond proceeds, which may be released to the subdivider only upon written approval of the City Attorney.

(g) The bond proceeds may be reduced upon written request of the subdivider as the improvements are installed and upon approval by City inspectors on a City inspection report form. The amount of the reduction shall be determined by reference to the City Engineer's estimate attached to the bond agreement, with assistance from the City Engineer, as necessary. Such requests may be made only once every 30 days. All reductions shall be by the written authorization of the City Attorney.

(h) Bond proceeds may be reduced by no more than 90% of the total bond amount, the remaining 10% being retained to guarantee the warranty and maintenance of the improvements as provided in Sections 7-19-12(7) and 7-19-325, herein. Any bond amount reduction shall not be deemed as an indication of public improvement completion or acceptance.

(i) If the bond proceeds are inadequate to pay the cost of the completion of the public improvements

~~according to City standards~~ for whatever reason, including previous ~~bond~~ reductions, then the subdivider shall be responsible for the deficiency. Until the ~~public~~ improvements are completed or, with City Council approval, a new bond and bond agreement have been executed to insure completion of the remaining improvements:

(i) no further plats shall be approved within the preliminary plan or project area in which the improvements are to be located; and,

(ii) no further building permits shall be issued in the subdivision.

(j) If, after expiration of the bond agreement time period, the bond proceeds are not transferred to the City within 30 days of the City's written demand, then the City's costs of obtaining the proceeds, including the City Attorney's Office costs and any outside attorney's fees and costs, shall be deducted from the bond proceeds.

(k) The subdivider agrees to indemnify and hold the City harmless from any and all liability and defense costs which may arise as a result of those public improvements which are installed until such time as the City accepts the public improvements as provided in this Chapter.

(6) Bond agreements shall be one of the following types:

(a) An irrevocable letter of credit with a financial institution federally or state insured, upon a current standard letter of credit form, or including all information contained in the current standard letter of credit form.

(b) A cashier's check or a money market certificate made payable only to Tooele City Corporation.

(c) A guaranteed escrow account from a federally or state insured financial institution, containing an institution guarantee.

(7) Warranty.

~~(a) The Subdivider shall warrant and be responsible for the maintenance of all improvements for one year following their acceptance by Resolution of the City Council, and shall guarantee such warranty and maintenance in the above-described bond agreements. The City may extend the warranty period upon a determination of good cause that the one-year period is inadequate to protect the public health and safety.~~

(b) The one-year warranty period shall commence on the date of a Certificate of Completion and Acceptance signed by:

(i) the City Council Chair or designated City Council member;

(ii) the Director of Public Works or designee;

(iii) The Director of Community Development or designee;

(iv) the City Engineer; and,

(v) the City inspector responsible for

inspecting the relevant public improvements.

(c) A Certificate of Completion and Acceptance shall not be deemed an acceptance of defects in materials or workmanship that are determined to exist in the public improvements before the end of the one-year warranty period.

(d) The one-year warranty period will be considered successfully concluded only upon the occurrence of the following:

(i) an end-of-warranty inspection signed by a City inspector indicating that the public improvements are free of defects in materials and workmanship; and,

(ii) the signature of the Public Works Director on an End-of-Warranty Certificate.

(8) Two or more final subdivision plats may be approved and developed simultaneously where all public improvements associated with the plats are bonded for as if they were one plat.

(9) The subdivider's bond in no way excuses or replaces the obligation to complete public improvement construction, as required in this Section. Nothing in this Section shall require the City to liquidate bonds, spend bond proceeds, or complete public improvements. Any undertaking on the part of the City to liquidate a bond, spend bond proceeds, or complete public improvements shall not relieve the subdivider of the consequences of non-completion of public improvements.

(Ord. 2015-07, 03-18-2015) (Ord. 2014-10, 01-07-2015) (Ord. 2013-10, 06-05-2013) (Ord. 2010-05, 06-02-2010) (Ord. 2004-02, 01-07-2004) (Ord. 2000-24, 12-06-2000) (Ord. 1998-21, 07-01-1998) (Ord. 1996-26, 12-04-1996) (Ord. 1977-18, 10-19-1977)

### 7-19-13. Applications for Reimbursement.

(1) Definitions. All words and phrases in this Section beginning in capital letters shall have the meanings given them in Tooele City Code Section 7-1-5.

(2) Application for Reimbursement. Developers required to install Eligible Public Improvements may be entitled to reimbursement pursuant to this Section, provided that:

(a) the Construction Costs of the Eligible Public Improvements required by the City as a condition of development approval exceeds the Construction Cost of the City's required minimum standards and specifications for the Eligible Public Improvements by 10% or more; and,

(b) the Cost Differential exceeds \$5,000; and

(c) the Eligible Public Improvements are constructed within the Tooele City Corporate Limit; and

(d) the Subsequent Developer's development receives City approval within eight years from the date of City approval of the development for which the Eligible Public Improvements were required; and,

(e) the Prior Developer files an Application for

(Ord. 2015-07, 03-18-2015) (Ord. 1987-24, 01-01-1988) (Ord. 1977-18, 10-19-1977)

#### 7-19-30. Trench backfill.

All trench work shall conform to the provisions of Title 4 Chapter 9 of the Tooele City Code.

(Ord. 2015-07, 03-18-2015) (Ord. 1987-24, 01-02-1988) (Ord. 1977-19, 10-19-1977)

#### 7-19-31. Filing of engineering plans and review fee.

(1) One complete set of engineering plans and specifications, as well as an AutoCAD copy, for required land improvements together with an estimate of the cost of the improvements, said plans and specifications to bear the seal of a Utah registered professional engineer along with a signed statement to the effect that such plans and specifications have been prepared in compliance with this Chapter and pursuant to good engineering practices shall be submitted to the Community Development Department prior to the approval of the final plat by the Planning Commission. Said plans shall be drawn to a minimum horizontal scale of five feet to the inch. Plans shall show profiles of all utility and street improvements with elevations referring to the U.S.G.S. Datum.

(2) A plan review fee, based upon the following percentages of total land improvements costs, as estimated by the design engineer and approved by the City Engineer, shall be submitted with the plans and specifications required above:

(a) 1.5% of the construction cost of the improvements when such cost is \$50,000 or less.

(b) 1% of the construction cost of the improvements when such cost is over \$50,000 but less than \$250,000.

(c) 0.75% of the construction cost of the improvements when such cost is over \$250,000.

(Ord. 2015-07, 03-18-2015) (Ord. 2010-05, 06-02-2010) (Ord. 1977-18, 10-19-1977)

#### 7-19-32. Acceptance of ~~required—land—public~~ improvements ~~by the city~~.

(1) Public improvements shall be deemed completed and accepted only upon the occurrence of all of the following:

~~(1a)~~ the completion of the construction of all required ~~public~~ improvements, in ~~accordance~~ ~~conformance~~ with the land use approval, City standards and specifications, and the approved engineering plans and specifications associated with the land use application;

~~(2b)~~ the submission to the City Engineer or Public Works Director by the design engineer engaged by the subdivider, builder, or land developer of three certified sets of as-built plans, as well as an AutoCAD copy of such as-built ~~plans~~ plans;

~~(3c)~~ a start-of-warranty inspection by a

City inspector indicating that the public improvements verification by the City Engineer or Public Works Director that all public improvements have been satisfactorily completed in accordance with the land use approval, City standards and specifications, and the approved engineering plans and specifications associated with the land use application; and,

(d) a fully signed Certificate of Completion and Acceptance referencing the completed public improvements.

~~(24) Completed public improvements shall not be accepted by the City prior to recordation of the approved final subdivision plat mylar in the office of the Tooele County Recorder, the City Council's approval of a resolution accepting the public improvements. Public improvements shall not be deemed completed and accepted by the City as City-owned and maintained improvements until the approval of said resolution. The one-year warranty period described in Section 7-19-12, above, shall commence on the date the resolution is approved.~~

(Ord. 2015-07, 03-18-2015) (Ord. 2014-10, 01-07-2015) (Ord. 2010-05, 06-02-2010) (Ord. 2004-02, 01-07-2004) (Ord. 1977-18, 10-19-1977)

#### 7-19-33. Building permits.

(1) ~~Except as required by Utah statute, No~~ building permit shall be issued for the construction of any residential building, structure, or improvement to the land or any lot within a residential subdivision as defined herein, which has been approved for platting or replatting, until all requirements of this Chapter have been complied with, including expressly the requirement to complete public improvements. The Building Official may issue building permits for noncombustible residential construction when his/her justification is entered into the City address file, after the developer increases any required bonds for one additional year, and after the finished street, curb and gutter, and all public utilities under the street are installed and have been approved by a qualified City inspector. Notwithstanding Chapter 7-22 herein, under no circumstances shall a Certificate of Occupancy be issued until all requirements of this Chapter have been complied with.

(2) A building permit may be issued for noncombustible commercial construction prior to all requirements of this Chapter being completed after all of the following conditions are met:

(a) all public utilities required to be within the road right-of-way have been completed, compacted, tested, inspected, and certified;

(b) the complete width and depth of required road base has been installed, compacted, tested, inspected, and certified to grade, with all test results turned into the Public Works Department;

(c) all required bonding shall be extended for

one additional year;

(d) the developer shall make available tire cleaning areas where the road is accessed; and,

(e) a road width of not less than 28 feet shall be maintained throughout the project until the finished road surface is in place.

(3) Prior to the finished surface being added to the road, a certified geotechnical report shall be obtained from a qualified engineer and turned in to the Public Works Department. The report shall stipulate that the minimum road base is in place, is compacted, is free of contamination, and will support the load for which it was designed.

(4) Notwithstanding Chapter 7-22, herein, under no circumstances will any Certificate of Occupancy be issued for any building, structure, or improvement until all requirements of this Chapter have been complied with.

(5) The issuance of a building permit or an occupancy permit within a subdivision shall not be deemed as an indication that the public improvements within the subdivision are completed or accepted by the City.

(Ord. 2015-07, 03-18-2015) (Ord. 2010-05, 06-02-2010) (Ord. 2005-17, 06-15-2005) (Ord. 1977-18, 10-19-1977)

#### **7-19-34. Final plat execution, delivery, and recordation.**

(1) The subdivider shall deliver to the City the fully executed final plat within 90 days of final plat approval. Failure to fully execute the final plat, or to deliver the fully executed final plat to the City, within the specified 90 days, shall result in the automatic revocation of, and shall void, the final plat approval.

(2) No changes to the approved final plat may be made without the written approval of the City.

(3) Tooele City shall promptly record an approved final subdivision plat with the Tooele County Recorder upon the occurrence of one of the following:

(a) acceptance of all public improvements associated with the final plat pursuant to Section 7-19-325, above; or,

(b) execution of a bond agreement pursuant to Section 7-19-12, above.

(4) The subdivider shall pay all fees associated with the recordation of the approval final plat.

(Ord. 2015-07, 03-18-2015) (Ord. 2014-10, 01-07-2015) (Ord. 2004-02, 01-07-2004) (Ord. 1977-18, 10-19-1977)

#### **7-19-35. Minor Subdivision - Exemptions from preliminary plan requirement.**

(1) A subdivision is considered a minor subdivision and exempt from the preliminary plan requirement of this Chapter if:

(a) it contains less than ten lots;

(b) it does not contain a right-of-way dedication for public street; and,

(c) it does not involve off-site water or sewer utilities.

(2) Information normally required as part of the preliminary plan application may be required by the Public Works and Community Development Departments as part of a minor subdivision final plat application.

(Ord. 2015-07, 03-18-2015) (Ord. 2010-05, 06-02-2010)

#### **7-19-36. Effect of revocation and voiding.**

Any preliminary plan or final subdivision plat approval revoked or rendered void pursuant to the provisions of this Chapter 7-19 shall cause any new application of approval to be subject to the laws, ordinance, and policies of Tooele City current as of the date of the completed new application.

(Ord. 2015-07, 03-18-2015) (Ord. 2004-02, 01-07-2004)

**Exhibit B**

**Form of:**

**Certificate of Completion and Acceptance**

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



***Certificate of Completion of Public Works***

**(Start of One-Year Warranty)**

**Date:**

<b>Permit No:</b>	<b>Public Work Elements</b>	<b>Completed</b>	<b>Not Required</b>
<b>Project Name:</b>	<i>Culinary Water</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Address:</b>	<i>Water Services</i> _____ <small>initial</small>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Secondary Water Sewer</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Storm Drain / Pond</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Roads</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Owner/Developer:</b>	<i>Curb &amp; Gutter</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Sidewalk</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Street Lights</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Landscaping</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Other:</i>	<input type="checkbox"/>	<input type="checkbox"/>

*\* 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.***

<b>Recommended By</b>	<b>Title</b>	<b>Date</b>
_____	Civil Inspector	_____
_____	Water Services	_____
_____	Public Works	_____
_____	Community Development	_____
_____	Mayor	_____

**Acknowledged and Accepted**

\_\_\_\_\_ City Council Chairperson \_\_\_\_\_ Date

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

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***Certificate of Completion of Public Works***  
**(Start of One-Year Warranty)**

**Permit No:**

**Page 2 of 2**

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



***Certificate of Acceptance of Public Works***  
**(End of One-Year Warranty)**

**Date:**

<b>Permit No:</b>	<b>Public Work Elements*</b>	<b>Completed</b>	<b>Not Required</b>
<b>Project Name:</b>	<i>Culinary Water</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Address:</b>	<i>Water Services _____</i> <small>initial</small>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Secondary Water Sewer</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Storm Drain / Pond</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Roads</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Owner/Developer:</b>	<i>Curb &amp; Gutter</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Sidewalk</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Street Lights</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Landscaping</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Other:</i>	<input type="checkbox"/>	<input type="checkbox"/>

*\* 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, all public improvements for the above referenced project have been satisfactorily completed in accordance with the approved construction plans and specifications and Tooele City Standards. It is hereby recommended that the City Council accept the associated public improvements at this time.*

<b>Recommended By</b>	<b>Title</b>	<b>Date</b>
_____	Civil Inspector	_____
_____	Water Services	_____
_____	Public Works	_____
_____	Community Development	_____
_____	Mayor	_____

**Acknowledged and Accepted**

\_\_\_\_\_ City Council Chairperson \_\_\_\_\_ Date

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

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***Certificate of Acceptance of Public Works***  
**(End of One-Year Warranty)**

**Permit No:**

**Page 2 of 2**

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**TOOELE CITY CORPORATION**

**ORDINANCE 2020-05**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 7-19 REGARDING APPROVAL OF SUBDIVISION FINAL PLAT APPLICATIONS.**

**WHEREAS**, the Tooele City Charter created a form of government where legislative and executive power of city government are strictly separated into two branches of government, with the City Council exercising all legislative powers and the Mayor exercising all executive and administrative powers of the City (see Charter Section 2-02; see also UCA Chapter 10-3b Part 2 regarding the Council-Mayor separation of powers form of government); and,

**WHEREAS**, UCA Section 10-9a-601 empowers municipalities to enact subdivision ordinances consistent with state and federal land use law, and Tooele City has enacted TCC Chapter 7-19 governing subdivision applications and approvals; and,

**WHEREAS**, in the course of land use application approval and implementation under TCC Chapter 7-19, developers must make application for approval of a subdivision final plat following approval of, and with consistency to, subdivision preliminary plan applications which includes design and construction plans for all public improvements required by the Tooele City Code and its adopted uniform codes, including the American Public Works Association (APWA) standards and specifications; and,

**WHEREAS**, as currently enacted, the approval of subdivision final plat applications is a formal statutory process, detailed in the City Code, culminating in the City Council's approval and signatures on the application's mylar plat map declaring the application approved (see TCC Section 7-19-10); and,

**WHEREAS**, under Utah state law the predominant entitlement for development activity occurs and is formalized with the approval of a preliminary plan for a subdivision, with the final plat approval process serving more, as its name suggests, as a finalization and less rigorous procedure than the preliminary plan procedure; and,

**WHEREAS**, the enactment by the City Council of the subdivision approval ordinance and regulatory process is a legislative function, while the approval of subdivision final plats is an administration function of administering and implementing the enacted regulatory process, appropriate for the City Administration (Mayor and administrative departments); and,

**WHEREAS**, the City Administration recommends that it be permitted to perform its administrative functions regarding the approval of subdivision final plat applications by implementing an administrative approval process; and,

**WHEREAS**, the City Council requests the ability to participate in the process of approving subdivision applications, as a check upon the executive power, through a public review and approval of the subdivision preliminary plan application and by the signature of the City Council Chairperson on the final plat mylar map; and,

**WHEREAS**, attached as Exhibit A are proposed amendments to TCC Chapter 7-19 regarding the administrative approval of subdivision final plat applications; and,

**WHEREAS**, this Ordinance 2020-05 will honor and implement the separation of powers paradigm established in the Tooele City Charter and UCA Chapter 10-3b, and will lead to increased efficiency in the City's legislative and administrative processes, and is therefore in the best interest of Tooele City:

**WHEREAS**, on \_\_\_\_\_, 2020, 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 \_\_\_\_\_, 2020, the City Council convened a duly-advertised public hearing:

**NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL** that Tooele City Code Chapter 7-19 is hereby amended as shown in Exhibit A.

This Ordinance is necessary for the immediate preservation of the peace, health and safety of Tooele City and shall take effect immediately upon publication.

**IN WITNESS WHEREOF**, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

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Roger Evans Baker, Tooele City Attorney

## Exhibit A

### Proposed Amendments to TCC Chapter 7-19

## CHAPTER 19. SUBDIVISIONS

- 7-19-1. Application of chapter.
- 7-19-2. General provisions.
- 7-19-3. Interpretation.
- 7-19-4. Severability.
- 7-19-5. Rules of interpretation.
- 7-19-6. Property line adjustments.
- 7-19-6.1. Property Combinations.
- 7-19-7. Applicability of this Chapter.
- 7-19-8. Procedure for approval of preliminary plan.
- 7-19-9. Plats and data for approval of preliminary plan.
- 7-19-10. Procedure for approval of the final plat.
- 7-19-11. Plats, plans and data for final approval.
- 7-19-12. Public Improvements; bonds and bond agreements.
- 7-19-13. Applications for Reimbursement.
- 7-19-14. Failure to act, effect.
- 7-19-15. Phased development.
- 7-19-16. Design standards.
- 7-19-17. Streets.
- 7-19-17.1 Double-frontage lots - definitions - design - maintenance.
- 7-19-18. Easements.
- 7-19-19. Blocks.
- 7-19-20. Lots.
- 7-19-20.1 Flag Lots.
- 7-19-21. Required land improvements.
- 7-19-22. Street signs.
- 7-19-23. Monuments and markers.
- 7-19-24. Public utilities.
- 7-19-25. Sidewalks required - specifications.
- 7-19-26. Park Strip Landscaping in Commercial and Industrial Subdivisions.
- 7-19-27. Sanitary sewers.
- 7-19-28. Engineering specifications.
- 7-19-29. Water service.
- 7-19-30. Trench backfill.
- 7-19-31. Filing of engineering plans ~~and review fee~~.
- 7-19-32. Acceptance of required land improvements by the city.
- 7-19-33. Building permits.
- 7-19-34. Final Plat execution, delivery, and recordation.
- 7-19-35. Minor Subdivision - Exemptions from preliminary plan process ~~requirement~~.
- 7-19-36. Effect of revocation and voiding.

### 7-19-8. Procedure for approval of preliminary plan.

- (1) Pre-Development Review. Prior to the submission of any land use application, the applicant may and is strongly encouraged to attend a pre-development meeting to review the proposed land development activity and its use, the site, area of potential conformity or conflict with the City's development policy, and the process by which the proponent may proceed to seek a permit for the

proposed land development activity sought by the applicant. The pre-development meeting shall concern all aspects of the application proposal as it relates to applicable ordinances and laws, policy considerations, land uses proposed, neighboring properties and uses, community aesthetics and standards, and any other issue that may affect the approvability of the application or the implementation of the proposal.–Applications to be reviewed during a pre-development meeting shall be scheduled for the next reasonably available meeting according to the Community Development Departments regular meeting schedule.

- (2) Preliminary Plan Preparation. The applicant shall cause to be prepared the preliminary plan which shall include all of the property to be subdivided or developed by the applicant as well as all other property owned or controlled by the applicant which is adjacent to or considered contiguous to the portion to be subdivided or developed. The applicant shall also prepare such other supplementary material as was specified by the City in the pre-development meeting, as well as a written application for approval of the land use proposed. The applicant shall deliver copies of the proposed preliminary plan for review to the Community Development Department and to the Tooele Post Office, Tooele County School District, the Tooele County Health Department, County Surveyor, and each non-City utility company involved in the subdivision or development.
- (3) Planning Commission Review. Prior to Planning Commission review, the applicant shall deliver copies of the proposed preliminary plan to the Community Development Department that demonstrates a signed review by, and any comments from, the Tooele Post Office, Tooele County School District, County Surveyor, County Recorder, and Health Department.
  - (a) The Planning Commission shall approve, approve with conditions, or disapprove the proposed preliminary plan and submit its recommendation to the City Council. An application shall not be approved until receiving all the signatures listed in subsection (2) above.
  - (b) If the Planning Commission finds that changes, additions, or corrections are required on the preliminary plan, the Commission shall so advise the applicant on the record in a public meeting or in writing. The applicant may resubmit the preliminary plan to the Commission without paying an additional fee. The Commission shall approve, approve with conditions, or disapprove the revised preliminary plan and submit its recommendations in writing to the City Council.
- (4) City Council Review. The City Council shall accept, accept with conditions, or reject said plan within a reasonable time following the action of the Planning Commission.
- (5) Preliminary Plan Approval. The following qualifications shall govern approval of the preliminary plan:
  - (a) Approval of the preliminary plan by the Planning Commission is tentative only, involving merely the general acceptability of the layout as submitted.
  - (b) Approval of the preliminary plan shall be effective for a maximum period of one year unless, prior to the one-year period lapsing, the Council grants an extension in a public meeting, not to exceed six months, upon written request of the developer. The request for said extension shall not require an additional fee, or the submittal of additional copies of the preliminary plan of the subdivision. If the application for final plat approval is not submitted to the Community Development Department prior to the expiration of said one year period which begins to run from the date that the preliminary plan is approved by the Council, the approval of the said preliminary plan automatically lapses and is void and of no further force or effect. Thereafter, the developer must recommence the application process then in effect.
  - (c) Where a preliminary plan contemplates more than one final subdivision plat or phase, the failure of a subdivider to submit a completed final plat application for a second or subsequent phase within the scope of the same subdivision preliminary plan final plat within ~~two~~one years of acceptance of public improvements from the previous subdivision phase final plat approval by the City Council shall cause the ~~City Council~~ approval for all un-platted portions of the preliminary plan to automatically lapse and expire and become of no further force or effect. Thereafter, the



subdivider must recommence the land use application process then in effect.

**7-19-10. Procedure for approval of the final plat.**

- (1) The final plat shall conform substantially to the preliminary plan as approved, and, if desired by the subdivider, may constitute only that portion of the approved preliminary plan which he proposes to record and develop at the time, provided, however, that such portion conforms to all requirements of these regulations and the approval of the preliminary plan.
- (2) Application for approval of the final plat, including all engineering drawings, shall be submitted in writing to the Community Development Department and shall be accompanied by the fee and engineering review fee as required by the City Code. The application must be completed, including all corrections and required documentation, before the application can be accepted and reviewed by the City at least 15 days prior to the regular meeting of the Planning Commission for its review and recommendation.
- (3) The final engineering plans and specifications, consistent with the approved preliminary plan, as well as an AutoCAD copy of the development plans, shall be submitted to the Community Development Department within one year after approval of the preliminary plan and before the approval review of the final plat application; unless, prior to the one-year period lapsing, the City Council grants an extension, not to exceed six months, upon written request of the developer. Such extension will not require an additional fee or filing or additional copies of the plat. If the final plat is not submitted to the Community Development Department prior to the expiration of said one-year period, which begins to run from the date that the preliminary plan is first approved by the Council, the approval of the said preliminary plan automatically lapses and is void and is of no further force or effect. Thereafter, the developer must recommence the application process as then in effect. The subdivider shall make all revisions required by the City promptly and with reasonable diligence.
- (4) ~~Within two months after its meeting at which time the application for~~ An application for approval of a final subdivision plat shall be reviewed and, upon findings by the Community Development and Public Works Departments and the City Engineer that all applicable requirements of this Title and conditions of the preliminary plan approval have been met, approval of the application issued in writing by the Community Development Department. Upon approval of the final plat is submitted and submission of the final plat mylar, the Community Development Department shall secure final plat mylar signatures of the Planning Commission Chairperson and the City Council Chairperson shall recommend approval or disapproval. If the Commission recommends approval of the plat, it shall affix upon the plat the certifying signatures of its chairman and members voting in favor of approval, and submit the plat along with its recommendations to the City Council. If it recommends disapproval, the Commission shall set forth the reasons in its own records, which may include the meeting minutes.
- (5) Filing:
  - (a) Prior to ~~consideration~~ approval of the final plat ~~by the Planning Commission~~, and the fulfillment of the requirements of these regulations, one mylar of the final plat of the subdivision, not to exceed 36 inches by 48 inches in size, shall be submitted to the Community Development Department ~~at least 15 days before a regular meeting of the Planning Commission.~~
  - (b) ~~Action must be taken by the Council within two months after the meeting at which the final plat and all drawings, maps and other documents regarding the development have been submitted for its approval. The Council may extend the two month period upon a two-thirds vote of its members.~~
- (6) Recordation. Tooele City will record the final plat mylar with the Tooele County Recorder pursuant to Section 7-19-39, below.

**7-19-11. Plats, plans and data for final approval.**

- (1) The final plat shall be drawn in ink on tracing cloth on sheets not to exceed 36 inches by 48 inches and ~~shall be at~~ a scale of 100 feet to one inch. Where necessary, the plat may be on several sheets accompanied by an index sheet showing the entire subdivision. For large subdivisions, the final plat may be submitted for approval progressively in contiguous sections compliant with City requirements satisfactory to the Planning Commission. The final plat shall show the following:
  - (a) Primary control points, approved by the City Engineer, or descriptions and "ties" to such control points, to which all dimensions, angles, bearings and similar data on the plat shall be referred.
  - (b) Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way and property lines of residential lots and other sites, with accurate dimensions, bearings and deflection angles and radii, arcs and central angles of all curves.
  - (c) Name and right-of-way width of each street or other right-of-way.
  - (d) Location, dimensions and purpose of any easements.
  - (e) Number to identify each lot or site and block.
  - (f) Purpose for which sites, other than residential lots, are dedicated or reserved.
  - (g) Proposed building set-back lines on all lots and other sites.
  - (h) Location and description of monuments.
  - (i) Certification by a registered land surveyor licensed by the State of Utah certifying to the accuracy of the survey and plat.
  - (j) Certification of the County Treasurer showing that all taxes and special assessments due on the property to be subdivided have been paid in full.
  - (k) Dedication by the owners of the tract of all streets, easements and rights-of-way to the public, and other proposed public way or space shown on the plat.
  - (l) Certification of title showing that the applicant is the owner or agent of the owner.
  - (m) Proper form for the approval of the Council, with space for the signatures of the Council Chairperson ~~members~~.
  - (n) Approval by signatures of those persons or departments with signature lines on the final plat.
  - (o) Name of the subdivision.
  - (p) Location by section, township and range.
  - (q) Title, scale, north arrow and date.
  - (r) Other items or information reasonably required by the City.
- (2) Cross sections and profiles of streets showing grades. The scales and elevations shall be based on the U.S.G.S. Datum Plane.
- (3) Protective covenants in form for recording.

**7-19-12. Public Improvements; bonds and bond agreements.**

Public improvements shall be completed pursuant to the following procedure:

- (1) After approval of the preliminary plan, the subdivider shall present plans and specifications for all public improvements to the city Engineer for review and approval.
  - (a) If engineering plans require substantial changes from the approved preliminary plan, the subdivider shall revise and re-submit the public improvements plans and specifications.
  - (b) Re-submissions shall not require the payment of additional fees to the City. The City, however, shall not be responsible for the cost of any revisions or for any costs incurred due to delays caused by requiring the revisions.
  - (c) No public improvements may be constructed prior to final plat approval.
- (2) Upon approval of the final plat, plans, and specifications ~~by the City Engineer~~, the Community Development Department shall provide written notice to the applicant of final plat approval ~~shall be submitted to the City Council for approval, modification, or disapproval~~.

- (3) All public improvements shall be completed within one year from the date of written final plat approval. The City Council may grant a maximum of two 6-month extensions upon receipt of a written petition and upon a finding of unusual circumstances. Petitions for extension must be filed with the City Recorder prior to expiration of the applicable 1-year period or 6-month extension. If the public improvements are not completed with the time allowed under this Section, no further approvals of any land use application shall be issued to the subdivider responsible for completing the public improvements, and no further plats shall be approved within the preliminary plan or project area in which the public improvements are incomplete.
- (4) (a) Except as provided below, all public improvements associated with a subdivision final plat must be completed, inspected, and accepted pursuant to Section 7-19-35, below, prior to the recordation of that plat.
- (b) A subdivision final plat may be recorded prior to the completion, inspection, and acceptance of the plat's public improvements where the subdivider submits a bond and executes a bond agreement compliant with this Section. The purpose of the bond and bond agreement is to insure completion of all public improvements required to be installed in the subdivision and to warrant the quality of their construction.
- (c) Where public improvements are constructed without a bond and bond agreement, under no circumstances shall such public improvements be connected to the City's water distribution, sewer collection, storm drain collection, and road right-of-way systems prior to recordation of the associated final subdivision plat or without bonding for the public improvements located within City rights-of-way pursuant to this Section.
- (5) Bond agreements shall be in the form and contain the provisions approved by the City Attorney. The agreement shall be signed by the Mayor, the City Attorney, and the City Engineer. The agreement shall include, without limitation, the following:
- (a) Incorporation by reference of the final plat, final plat documents, public improvements plans and specifications, and all data required by this Chapter which is used by the City Engineer to estimate the cost of the specific public improvements.
- (b) Incorporation by exhibit of the City Engineer's estimate of the cost of the specific public improvements.
- (c) Completion of the public improvements within the period of time described in subsection (3), above.
- (d) Completion of the public improvements to the satisfaction of City inspectors and according to City standards, as established by the Tooele City Code and City policies.
- (e) Establishment of the bond amount. The bond amount shall include the following:
- (i) the subdivider's estimated cost of the public improvements to be installed, as reviewed and approved by the City Engineer or designee; and,
- (ii) a reasonable contingency of 20% of the estimated cost, intended to cover the cost of inflation and unforeseen conditions or other circumstances.
- (f) The City shall have exclusive control over the bond proceeds, which may be released to the subdivider only upon written approval of the City Attorney.
- (g) The bond proceeds may be reduced upon written request of the subdivider as the improvements are installed and upon approval by City inspectors on a City inspection report form. The amount of the reduction shall be determined by reference to the City Engineer's estimate attached to the bond agreement, with assistance from the City Engineer, as necessary. Such requests may be made only once every 30 days. All reductions shall be by the written authorization of the City Attorney.
- (h) Bond proceeds may be reduced by no more than 90% of the total bond amount, the remaining 10% being retained to guarantee the warranty and maintenance of the improvements as

provided in Sections 7-19-12(7) and 7-19-35, herein. Any bond amount reduction shall not be deemed as an indication of public improvement completion or acceptance.

- (i) If the bond proceeds are inadequate to pay the cost of the completion of the improvements according to City standards for whatever reason, including previous reductions, then the subdivider shall be responsible for the deficiency. Until the improvements are completed or, with City Council approval, a new bond and bond agreement have been executed to insure completion of the remaining improvements:
    - (i) no further plats shall be approved within the preliminary plan or project area in which the improvements are to be located; and,
    - (ii) no further building permits shall be issued in the subdivision.
  - (j) If, after expiration of the bond agreement time period, the bond proceeds are not transferred to the City within 30 days of the City's written demand, then the City's costs of obtaining the proceeds, including the City Attorney's Office costs and any outside attorney's fees and costs, shall be deducted from the bond proceeds.
  - (k) The subdivider agrees to indemnify and hold the City harmless from any and all liability and defense costs which may arise as a result of those public improvements which are installed until such time as the City accepts the public improvements as provided in this Chapter.
- (6) Bond agreements shall be one of the following types:
- (a) An irrevocable letter of credit with a financial institution federally or state insured, upon a current standard letter of credit form, or including all information contained in the current standard letter of credit form.
  - (b) A cashier's check or a money market certificate made payable only to Tooele City Corporation.
  - (c) A guaranteed escrow account from a federally or state insured financial institution, containing an institution guarantee.
- (7) Warranty. The Subdivider shall warrant and be responsible for the maintenance of all improvements for one year following their acceptance by Resolution of the City Council, and shall guarantee such warranty and maintenance in the above-described bond agreements. The City may extend the warranty period upon a determination of good cause that the one-year period is inadequate to protect the public health and safety.
- (8) The final plat applications for two or more ~~final~~ subdivision ~~phases plats~~ may be approved and the entirety of property within those phases developed simultaneously where all public improvements associated with the plats are bonded for and constructed as if they were one ~~phase plat~~. An application for final plat approval of multiple phases shown on the approved preliminary plan may also be approved under a single application when the final plat reflects all requested phases as a single phase in the overall configuration of the approved preliminary plan.
- (9) The subdivider's bond in no way excuses or replaces the obligation to complete public improvement construction, as required in this Section. Nothing in this Section shall require the City to liquidate bonds, spend bond proceeds, or complete public improvements. Any undertaking on the part of the City to liquidate a bond, spend bond proceeds, or complete public improvements shall not relieve the subdivider of the consequences of non-completion of public improvements.

### **7-19-13. Applications for Reimbursement.**

- (1) Definitions. All words and phrases in this Section beginning in capital letters shall have the meanings given them in Tooele City Code Section 7-1-5.
- (2) Application for Reimbursement. Developers required to install Eligible Public Improvements may be entitled to reimbursement pursuant to this Section, provided that:
  - (a) the Construction Costs of the Eligible Public Improvements required by the City as a condition of development approval exceeds the Construction Cost of the City's required minimum standards

- and specifications for the Eligible Public Improvements by 10% or more; and,
- (b) the Cost Differential exceeds \$5,000; and
  - (c) the Eligible Public Improvements are constructed within the Tooele City Corporate Limit; and
  - (d) the Subsequent Developer's development receives City approval within eight years from the date of City approval of the development for which the Eligible Public Improvements were required; and,
  - (e) the Prior Developer files an Application for Reimbursement in the office of the Director of Public Works or City Engineer.
- (3) Application for Reimbursement.
- (a) Developers satisfying the above criteria may apply for reimbursement for recovery of a pro-rata share of the Cost Differential, minus the Depreciation Value, from a Subsequent Developer to the extent that the Subsequent Developer did not share in the Construction Cost of the Eligible Public Improvements.
  - (b) Notwithstanding other provisions of this Section to the contrary, subdivisions of ten lots or less, or single-lot developments, that are required by the City to fully improve a road right-of-way (i.e. road base, road surface, curb, gutter) are eligible to apply for and receive reimbursement for the Construction Cost of that portion of the road improvements that directly benefit subsequent development located adjacent to the road improvements, minus the Depreciation Value.
- (4) The Application for Reimbursement shall be made on a form approved by the City Attorney, and shall include the following information:
- (a) a brief description of the Eligible Public Improvements which may directly benefit future development; and,
  - (b) an engineer's written estimate of the Construction Cost of the Eligible Public Improvements, or an affidavit of the actual Construction Cost of the Eligible Public Improvements plus copies of receipts and paid invoices. Both the estimated and /or actual Construction Cost must be approved by the Director of Public Works or City Engineer.
- (5) An Application for Reimbursement is not retroactive and may not seek reimbursement for uses or land development activities which exist as of, or have been approved by the City Council prior to, the effective date of the Application for Reimbursement.
- (6) After an Application for Reimbursement is filed, the Prior Developer shall be under an affirmative duty to deliver to the City written notice of the identity of any development which the Prior Developer has knowledge or reason to believe will benefit from Public Improvements installed by the Prior Developer, and whether and to what extent the Subsequent Developer should share in the Cost Differential. The notice must be delivered to the Public Works Director or City Engineer prior to or with the benefitting development's final subdivision plat ~~approval~~ application or, in the case of a site plan, prior to the issuance of a building permit.
- (7) When the Prior Developer has complied with the provisions of this Section, the City will make a reasonable effort to collect the Subsequent Developer's pro-rata share of the Cost Differential, minus the Depreciation Value, on behalf of the Prior Developer.
- (8) Before making any payments to the Prior Developer pursuant to this Section, the City shall retain from amounts collected from a Subsequent Developer an administrative fee in the amount of 10% of said amounts collected, with a minimum administrative fee of \$100.
- (9) Before making any payments to the Prior Developer pursuant to this Section, the City shall make a determination whether the Prior Developer has any outstanding financial obligations towards, or debts owing to, the City. Any such obligations or debts, adequately documented, shall be satisfied prior to making payment to the Prior Developer, and may be satisfied utilizing amounts collected by the City on behalf of the Prior Developer pursuant to a Reimbursement Application.
- (10) The City reserves the right to refuse any incomplete Application for Reimbursement. All completed

Applications for Reimbursement shall be made on the basis that the Prior Developer releases and waives any claims against the City in connection with establishing and enforcing reimbursement procedures and collections.

- (11) The City shall not be responsible for locating any beneficiary, survivor, assign, or other successor in interest entitled to reimbursement. Any collected funds unclaimed after one year from the expiration of the Application for Reimbursement shall be returned to the Subsequent Developer from which the funds were collected minus the City administration fee. Any funds undeliverable to a Prior Developer, or to a Subsequent Developer from which the funds were collected, whichever the case, shall be credited to the City enterprise fund corresponding to the Eligible Public Improvements for which the funds were collected, as determined by the Finance Director.
- (12) Political subdivisions of the state of Utah (e.g. Tooele City Corporation) that construct Eligible Public Improvements shall be considered Prior Developers for purposes of this title, and may file Reimbursement Applications and receive reimbursement under the provisions of this Chapter.
- (13) Public Improvements required as a condition of annexation are not eligible for reimbursement pursuant to this Section.
- (14) All City development approvals, including, but not limited to, subdivisions and site plans, shall be conditioned upon and subject to the payment of appropriate reimbursement amounts as determined in accordance with this Section.
- (15) A Subsequent Developer may protest in writing the assertion of a Prior Developer that the Subsequent Developer will benefit from Eligible Public Improvements constructed by the Prior Developer. Protests should be delivered to the Public Works Director or City Engineer, and must include documentation sufficient to demonstrate that the Subsequent Developer's development will derive no benefit, or a lesser benefit than asserted, from the Prior Developer's Eligible Public Improvements. The Public Works Director or City Engineer will decide the matter, whose decision shall be final.

**7-19-14. Failure to act, effect.**

Should the Planning Commission or the City Council fail to act upon any submitted [preliminary plan](#) applications, ~~preliminary plan or final plat~~, within the time period allotted by this Chapter, said failure shall be considered a denial of the said submission.

**7-19-15. Phased development.**

- (1) When the public improvements have been 100% completed [and accepted](#) within the subdivision final plat, ~~an additional subdivision a~~ final plat [for a subsequent phase](#) within the same preliminary plan or project area may be requested, ~~and the subdivider may request the approval of an additional preliminary plan.~~
- (2) Each subdivision final plat in a preliminary plan [or project area](#) shall be considered a phase of the preliminary plan and shall be developed in a logical and orderly manner. All phases shall be contiguous, so that all public improvements shall be contiguous and continuous from their point of beginning in the development throughout the balance of the development.

**7-19-17. Streets.**

The arrangement of streets in a new development shall provide for the continuation of existing streets in adjoining areas at the same or greater widths, unless altered by the Planning Commission and City Council upon the positive recommendation of the Director of the Community Development and Public Works Department. All streets shall comply with the provisions of Title 4 Chapter 8 of the Tooele City Code and the current Tooele City Transportation Master Plan, including the Tooele City Transportation Right-of-Way Master

Plan. An exception to the general rule for road cross sections or right-of-way improvements required by Title 4 Chapter 8 of the Tooele City Code may be granted by the City Council for major collector or arterial class roads adjacent to the proposed subdivision. Roads interior to a subdivision or between phases of a subdivision may not be excepted. Exception requests must be submitted in writing ~~to the City Recorder and~~ to the Directors of the Community Development and Public Works Department's Director prior to ~~final subdivision plat~~ the Planning Commission's review of the preliminary plan approval ~~and at least 15 days prior to the date upon which the City Council will consider the request.~~ The Directors shall provide a written recommendation on the exception request to the Planning Commission for their review with the preliminary plan. In reviewing an exception request, the City Council shall consider and approve or deny the request following ~~a written~~ recommendation from the ~~Community Development and Public Works Department Director~~ Planning Commission based on the following factors:

- (1) the overall safety of the area for transit, vehicular, bicycle, and pedestrian traffic including crossings of the road or right-of-way;
- (2) existing transit, vehicular, bicycle, and pedestrian traffic in the area;
- (3) anticipated transit, vehicular, bicycle, and pedestrian traffic impacts from the proposed subdivision on the existing traffic loads of the area;
- (4) the ability for existing right-of-way improvements to accommodate anticipated transit, vehicular, bicycle, and pedestrian traffic loads;
- (5) the degree to which the exception would prevent completion or connection to other right-of-way improvements in the area;
- (6) existing right-of-way improvements in the area;
- (7) the degree to which the right-of-way leading to and from the area requested for exception has been developed and completed;
- (8) the mechanisms, proposals submitted, and timing by which the excepted improvements will be completed in the future;
- (9) the degree to which the entirety of the right-of-way has been dedicated and improved outside of the area requested for an exception;
- (10) land uses in the area, including but not limited to schools, recreational opportunities, and public facilities, that may have the potential to affect the existing improvements' ability to accommodate all anticipated transit, vehicular, bicycle, and pedestrian traffic loads;
- (11) phasing and a phasing schedule for the proposed subdivision;
- (12) any development agreement with terms affecting right-of-way improvements duly executed by the Mayor for the exception-requesting subdivision or other developments in the area; and
- (13) documented history of vehicle-vehicle, vehicle-bicycle, and vehicle-pedestrian conflicts and accidents.

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

- (1) Definitions. For purposes of this Section, the following terms shall be defined as follows.
  - (a) Double-frontage lot: a residential lot that abuts more than one public right-of-way or private road on opposite sides of the lot. "Double-frontage lot" includes corner lots adjacent to other double-frontage lots. "Double-frontage lot" does not include lots whose secondary frontages are on roads that are designated as alleys that do not require sidewalk access and that serve primarily as private access to the rear of lots.
  - (b) Primary frontage: the portion of a residential lot abutting a public right-of-way or private road that contains the main pedestrian entry to a residence.
  - (c) Secondary frontage: the portion of a residential lot abutting a public right-of-way or private street that is not the principle frontage.
- (2) Design Standards. The secondary frontage of any double-frontage lot shall include the following design elements located within the public right-of-way or private street.

- (a) Park strip. The park strip located between the curb and the sidewalk shall be of colored, texture-stamped concrete, which shall differ in color and texture from the adjacent sidewalk.
    - (i) The concrete color shall be of earth-tones, to include tan, light brown, beige, and similar colors, but shall not include yellow, pink, blue, green, and similar bright colors.
    - (ii) The concrete texture shall simulate cobblestone, variegated slate squares and rectangles, brick, or similar pattern.
    - (iii) The park strip thickness shall be a minimum of five and one-half inches.
    - (iv) The park strip shall contain a decorative metal grate around each park strip tree. The grate shall be chosen from a list of City-approved grate types, the list being on file with the Public Works Department.
  - (b) Park strip trees. Trees shall be planted in the park strip as follows.
    - (i) Park strip trees shall be chosen from a list of City-approved trees, the list being on file with the Public Works Department.
    - (ii) Park strip trees shall be spaced not more than 35 feet apart.
    - (iii) Park strip tree size, bonding, and other details not address in this Section shall be as provided in Tooele City Code Section 7-19-29, as amended.
    - (iv) The park strip shall include an irrigation system for park strip tree irrigation. The underground piping shall be placed within conduit located beneath the park strip. The irrigation system shall include meters, meter vaults, power, valve boxes, irrigation heads, and other necessary components to provide a fully functioning irrigation system.
  - (c) Sidewalk. Sidewalk shall be as required by Tooele City Code and Policy.
  - (d) Fencing wall. The secondary frontage shall be fenced and screened with a masonry wall possessing the following design elements.
    - (i) The wall shall be six feet in height except as required under Tooele City Code Section 7-2-11 Clear vision area at intersecting streets.
    - (ii) The wall materials shall be masonry block or prefabricated decorative masonry panels chosen from a list of City-approved wall material types, the list being on file with the Public Works Department. The wall shall be uniform within each subdivision phase.
    - (iii) The wall shall include capped pillars spaced at even intervals, not to exceed 20 feet. The pillar materials shall be similar to those comprising the wall.
    - (iv) No portion of the wall shall contain cinderblock, smooth-faced block, or cast-in-place concrete.
    - (v) All fencing walls shall receive a City-approved anti-graffiti seal coat upon their construction and prior to acceptance by the City.
  - (e) Gates. Gates in the fencing wall or otherwise accessing the secondary frontage shall not be allowed.
  - (f) Special Service District Standards. Where a double-frontage lot is included in an existing special service district that imposes its own design standards for double frontage lots, the district design standards shall apply.
  - (g) The final determination of whether an application complies with the design standards of this Section shall be made by the City Planner. Such determinations are not subject to appeal.
- (3) Bonding. Park strips, park strip trees, park strip irrigation systems, and fencing walls discussed in this Section shall be included in the definition of public improvements. As such, they shall be bonded for in the manner provided in Tooele City Code Section 7-19-12, as amended, except that park strip trees shall be bonded for in the manner provided in Tooele City Code Section 7-19-29, as amended.
- (4) Maintenance. Because of the added burdens upon the City caused by double-frontage lots, and because residents are disinclined to maintain the secondary frontage, the portions of the public right-of-way located behind the curb and gutter and abutting the secondary frontage shall be maintained



as follows.

- (a) Home Owners Association. As a condition of **City Council** final subdivision plat approval, every subdivision with double-frontage lots shall be required to form and fund a home owners association (HOA). At a minimum, the HOA shall maintain and perform at its cost, for the life of the HOA, the following items: park strip, park strip trees and grates, park strip irrigation system, park strip water bill, fencing wall, sidewalk, and sidewalk snow removal. The HOA articles shall provide for a minimum HOA existence of 30 years.
- (b) Covenants, Conditions, and Restrictions. As a condition of **City Council** final subdivision plat approval, every subdivision with double-frontage lots shall be required to record against all lots within the subdivision covenants, conditions, and restriction (CCRs). A copy of the recorded CCRs will be provided to the City. At a minimum, the CCRs shall provide for the perpetual maintenance and maintenance funding of the following items: park strip, park strip trees and grates, park strip irrigation system, park strip water bill, fencing wall, sidewalk, and sidewalk snow removal.
- (c) If the HOA fails to enforce the CCRs pertaining to maintenance and maintenance funding for a period of three months or more, the City may bring an action in court to compel the HOA to fund and perform its maintenance obligations.
- (d) Special Service District Maintenance. Where a double-frontage lot is included in an existing special service district that maintains some or all of the public improvements adjacent to a secondary frontage, the portions of the public right-of-way located behind the curb and gutter and abutting the secondary frontage shall be maintained in perpetuity by the district.

**7-19-31. Filing of engineering plans ~~and review fee.~~**

- ~~(1) One complete set of engineering plans and specifications, as well as an AutoCAD copy, for required land improvements together with an estimate of the cost of the improvements, said plans and specifications to bear the seal of a Utah registered professional engineer along with a signed statement to the effect that such plans and specifications have been prepared in compliance with this Chapter and pursuant to good engineering practices shall be submitted to the Community Development Department prior to the approval of the final plat **by the Planning Commission**. Said plans shall be drawn to a minimum horizontal scale of five feet to the inch. Plans shall show profiles of all utility and street improvements with elevations referring to the U.S.G.S. Datum.~~
- ~~(2) A plan review fee, based upon the following percentages of total land improvements costs, as estimated by the design engineer and approved by the City Engineer, shall be submitted with the plans and specifications required above:~~
  - ~~(a) 1.5% of the construction cost of the improvements when such cost is \$50,000 or less.~~
  - ~~(b) 1% of the construction cost of the improvements when such cost is over \$50,000 but less than \$250,000.~~
  - ~~(c) 0.75% of the construction cost of the improvements when such cost is over \$250,000.~~

**7-19-34. Final plat execution, delivery, and recordation.**

- (1) The subdivider shall deliver to the City the fully executed final plat *mylar* within 90 days of final plat *application* approval. Failure to fully execute the final plat *mylar*, or to deliver the fully executed final plat *mylar* to the City, within the specified 90 days, shall result in the automatic revocation of, and shall void, the final plat approval.
- (2) No changes to the approved final plat *mylar* may be made without the written approval of the City.
- (3) Tooele City shall promptly record an approved final subdivision plat *mylar* with the Tooele County Recorder upon the occurrence ~~of one~~ of the following:

- (a) ~~acceptance of all public improvements associated with the final plat pursuant to Section 7-19-35, above~~ a statement of desired timing for recording the plat from the subdivider; ~~or and,~~
- (b) execution of a bond agreement pursuant to Section 7-19-12, above.
- (4) The subdivider shall pay all fees associated with the recordation of the approval final plat mylar.

**7-19-35. Minor Subdivision - Exemptions from preliminary plan process ~~requirement~~.**


- (1) A minor subdivision shall combine the preliminary plan and final plat requirements for approval of the subdivision into a single application and review process. A subdivision is considered a minor subdivision and exempt from ~~the~~ a separate preliminary plan review process ~~requirement~~ of this Chapter if:
  - (a) it contains less than ten lots;
  - (b) it does not contain a right-of-way dedication for public street; and,
  - (c) it does not involve off-site water or sewer utilities.
- (2) Information normally required as part of the preliminary plan application may be required by the Public Works ~~and~~ or Community Development Departments as part of a minor subdivision final plat application.

## Exhibit B

### Planning Commission Minutes

MEMORANDUM

To: Debbie Winn, Mayor  
Tooele City Council

From: Jim Bolser, AICP, Director 

Date: March 13, 2020

Re: Ordinance 2020-05 Planning Commission Minutes

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Subject:

Ordinance 2020-05, An ordinance of Tooele City amending Tooele City Code Chapter 7-19 regarding approval of subdivision final plat applications is scheduled for review and potential approval by the City Council during their meeting of March 18, 2020. The Planning Commission reviewed this same proposal and forwarded a unanimous positive recommendation to the Council during their meeting of March 11, 2020. Due to the recency of the Planning Commission's review, the minutes of the meeting have not yet been approved. However, attached is an excerpt of the draft minutes of that meeting.

As always, should you have any questions or concerns please feel free to contact me at any time.

## TOOELE CITY PLANNING COMMISSION MINUTES

**Date:** Wednesday, March 9, 2020

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

**Commission Members Present:**

Shauna Bevan  
Melanie Hammer  
Tyson Hamilton  
Matt Robinson  
Chris Sloan  
Bucky Whitehouse  
Dave McCall

**Commission Members Excused:**

Nathan Thomas  
Ray Smart

**City Employees Present:**

Andrew Aagard, City Planner  
Jim Bolser, Community Development Director  
Roger Baker, City Engineer  
Paul Hansen, City Attorney

**Council Members Present:**

Council Member Hansen  
Council Member Brady

Minutes prepared by Kelly Odermott

Chairman Hamilton called the meeting to order at 7:00 pm.

**8. Public Hearing and Recommendation on a request by Tooele City for a text amendment to Tooele City Code Chapter 7-19 regarding the process, procedure, and requirements for approval of subdivision final plat applications.**

Presented by Jim Bolser

Mr. Bolser stated that currently in the state of Utah, subdivision plats and approval for subdivisions are identified as an administrative process. The reason being that the subdivision is similar to a Conditional Use Permit, where if the standards established by ordinance are met, there is an obligation to approve it. The difference in that, is that case law in the State of Utah has identified entitlements to a subdivision happen with the preliminary plan, not the final plat. There is still a vested interested, particularly for the City Council and Planning Commission in

reviewing and approving the preliminary plat. The preliminary plan according to current City procedures, goes through Planning Commission and City Council. The final plat does the same process, but the final plat being post entitlements is largely a cleanup effort and finalizing everything. Through discussion with the City Council this change would make the final plat process a process to be handled at the staff level. The process wouldn't change, the requirements wouldn't change, the only difference would be the staff would sign off on the final plat and then bring the mylar to the Planning Commission Chair and the City Council Chair for their signatures rather than to full meetings and votes of both bodies. Those two signatures are required by state law.

Commissioner Sloan asked about the City Council signature and a Planning Commission signature. Mr. Bolser stated that those are both required signatures on a plat for recording.

Chairman Hamilton opened the public hearing, there were no comments. Chairman Hamilton closed the public hearing.

Chairman Hamilton asked the Commission if there were any comments or questions, there were none.

**Commissioner Robinson motion to forward a positive recommendation to the City Council for the Subdivision Final Plat Approvals City Code Text Amendment Request by Tooele City application number P20-134 based on the Staff Report of the March 11, 2020.** Commissioner McCall seconded the motion. The vote as follows: Commissioner Hammer, "Aye," Commissioner Sloan, "Aye," Commissioner Whitehouse, "Aye," Commissioner Bevan, "Aye," Commissioner Robinson, "Aye," Commissioner McCall, "Aye," Chairman Hamilton, "Aye." The motion passes.

**STAFF REPORT**

March 5, 2020

**To:** Tooele City Planning Commission  
Business Date: March 11, 2020

**From:** Planning Division  
Community Development Department

**Prepared By:** Jim Bolser, Director

**Re: Subdivision Final Plat Approvals – City Code Text Amendment Request**

Application No.: P20-134

Applicant: Tooele City

Request: Request for approval of a City Code Text Amendment regarding the process, procedure, and requirements for subdivision final plat approval.

**BACKGROUND**

This application is a request for approval of a City Code Text Amendment to revise the process, procedure, and requirements for approval of subdivision final plat applications. This revision would provide for the review and approval of final plat applications to be conducted at staff level rather than the current process which goes before the Planning Commission and City Council. Once approved, the mylar for the final plat would still go to the Chairperson of the Planning Commission and City Council for their signatures, it would just remove the necessity for a formal review in a public meeting. This revision would not jeopardize the City's standing in approving and vesting the development rights of the application as those rights are established under Utah law with the preliminary plan application. The preliminary plan application process, procedure, and requirements would not be affected by this proposed revision. It is also worth noting that one basis for this proposed revision is separation between administrative and legislative case types. The purpose of legislative case types, which by nature involve more flexibility and discretion on the part of the Planning Commission and City Council, are established for the review of applications based the application's benefit or drawback to the community as a whole. The purpose of administrative case types, which by nature involve less flexibility and discretion on the part of the Planning Commission and City Council, are established for the review of applications based the application's compliance to established standards in the City Code. By their nature, subdivision applications are administrative case types leading to eliminating the need for discretionary public reviews.

***Criteria For Approval!*** The criteria for review and potential approval of a City Code Text 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 City Code Text Amendment request and has issued the following comments:

- 1. The proposed City Code text amendment will provide a more amenable, clear, and expeditious process and procedure for subdivision final plat applicants.
- 2. The proposed City Code text amendment will bring the overall subdivision approval process and requirements into closer alignment with the strict application of separation between administrative and legislative actions on land use applications.

*Engineering Review.* The Tooele City Engineering Division has completed their review of the City Code Text Amendment request and has issued the following comments:

- 1. The proposed City Code text amendment will provide quicker approvals while maintaining compliance with development related provisions.

*Noticing.* The City has expressed their desire to amend the terms of the City Code 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 City Code Text 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 degree to which the proposed text amendment may effect a potential application’s consistency with the intent, goals, and objectives of any applicable master plan.
- 2. The degree to which the proposed text amendment may effect a potential application’s consistency with the intent, goals, and objectives of the Tooele City General Plan.
- 3. The degree to which the proposed text amendment is consistent with the requirements and provisions of the Tooele City Code.
- 4. The suitability of the proposed text amendment on properties which may utilize its provisions for potential development applications.



5. The degree to which the proposed text amendment may effect an application’s impact on the health, safety, and general welfare of the general public or the residents of adjacent properties.
6. The degree to which the proposed text amendment may effect an application’s impact on the general aesthetic and physical development of the area.
7. The degree to which the proposed text amendment may effect the uses or potential uses for adjoining and nearby properties.
8. The overall community benefit of the proposed amendment.
9. 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 Subdivision Final Plat Approvals City Code Text Amendment Request by Tooele City, application number P20-134, based on the following findings:”

1. List findings ...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Subdivision Final Plat Approvals City Code Text Amendment Request by Tooele City, application number P20-134, based on the following findings:”

1. List findings ...

**EXHIBIT A**

**SUBDIVISION FINAL PLAT APPROVALS CITY CODE TEXT AMENDMENT  
PROPOSED REVISIONS  
TOOELE CITY CODE CHAPTER 7-19**

## CHAPTER 19. SUBDIVISIONS

- 7-19-1. Application of chapter.
- 7-19-2. General provisions.
- 7-19-3. Interpretation.
- 7-19-4. Severability.
- 7-19-5. Rules of interpretation.
- 7-19-6. Property line adjustments.
- 7-19-6.1. Property Combinations.
- 7-19-7. Applicability of this Chapter.
- 7-19-8. Procedure for approval of preliminary plan.
- 7-19-9. Plats and data for approval of preliminary plan.
- 7-19-10. Procedure for approval of the final plat.
- 7-19-11. Plats, plans and data for final approval.
- 7-19-12. Public Improvements; bonds and bond agreements.
- 7-19-13. Applications for Reimbursement.
- 7-19-14. Failure to act, effect.
- 7-19-15. Phased development.
- 7-19-16. Design standards.
- 7-19-17. Streets.
- 7-19-17.1 Double-frontage lots - definitions - design - maintenance.
- 7-19-18. Easements.
- 7-19-19. Blocks.
- 7-19-20. Lots.
- 7-19-20.1 Flag Lots.
- 7-19-21. Required land improvements.
- 7-19-22. Street signs.
- 7-19-23. Monuments and markers.
- 7-19-24. Public utilities.
- 7-19-25. Sidewalks required - specifications.
- 7-19-26. Park Strip Landscaping in Commercial and Industrial Subdivisions.
- 7-19-27. Sanitary sewers.
- 7-19-28. Engineering specifications.
- 7-19-29. Water service.
- 7-19-30. Trench backfill.
- 7-19-31. Filing of engineering plans ~~and review fee~~.
- 7-19-32. Acceptance of required land improvements by the city.
- 7-19-33. Building permits.
- 7-19-34. Final Plat execution, delivery, and recordation.
- 7-19-35. Minor Subdivision - Exemptions from preliminary plan process ~~requirement~~.
- 7-19-36. Effect of revocation and voiding.

### 7-19-8. Procedure for approval of preliminary plan.

- (1) Pre-Development Review. Prior to the submission of any land use application, the applicant may and is strongly encouraged to attend a pre-development meeting to review the proposed land development activity and its use, the site, area of potential conformity or conflict with the City's development policy, and the process by which the proponent may proceed to seek a permit for the

proposed land development activity sought by the applicant. The pre-development meeting shall concern all aspects of the application proposal as it relates to applicable ordinances and laws, policy considerations, land uses proposed, neighboring properties and uses, community aesthetics and standards, and any other issue that may affect the approvability of the application or the implementation of the proposal.–Applications to be reviewed during a pre-development meeting shall be scheduled for the next reasonably available meeting according to the Community Development Departments regular meeting schedule.

- (2) Preliminary Plan Preparation. The applicant shall cause to be prepared the preliminary plan which shall include all of the property to be subdivided or developed by the applicant as well as all other property owned or controlled by the applicant which is adjacent to or considered contiguous to the portion to be subdivided or developed. The applicant shall also prepare such other supplementary material as was specified by the City in the pre-development meeting, as well as a written application for approval of the land use proposed. The applicant shall deliver copies of the proposed preliminary plan for review to the Community Development Department and to the Tooele Post Office, Tooele County School District, the Tooele County Health Department, County Surveyor, and each non-City utility company involved in the subdivision or development.
- (3) Planning Commission Review. Prior to Planning Commission review, the applicant shall deliver copies of the proposed preliminary plan to the Community Development Department that demonstrates a signed review by, and any comments from, the Tooele Post Office, Tooele County School District, County Surveyor, County Recorder, and Health Department.
  - (a) The Planning Commission shall approve, approve with conditions, or disapprove the proposed preliminary plan and submit its recommendation to the City Council. An application shall not be approved until receiving all the signatures listed in subsection (2) above.
  - (b) If the Planning Commission finds that changes, additions, or corrections are required on the preliminary plan, the Commission shall so advise the applicant on the record in a public meeting or in writing. The applicant may resubmit the preliminary plan to the Commission without paying an additional fee. The Commission shall approve, approve with conditions, or disapprove the revised preliminary plan and submit its recommendations in writing to the City Council.
- (4) City Council Review. The City Council shall accept, accept with conditions, or reject said plan within a reasonable time following the action of the Planning Commission.
- (5) Preliminary Plan Approval. The following qualifications shall govern approval of the preliminary plan:
  - (a) Approval of the preliminary plan by the Planning Commission is tentative only, involving merely the general acceptability of the layout as submitted.
  - (b) Approval of the preliminary plan shall be effective for a maximum period of one year unless, prior to the one-year period lapsing, the Council grants an extension in a public meeting, not to exceed six months, upon written request of the developer. The request for said extension shall not require an additional fee, or the submittal of additional copies of the preliminary plan of the subdivision. If the application for final plat approval is not submitted to the Community Development Department prior to the expiration of said one year period which begins to run from the date that the preliminary plan is approved by the Council, the approval of the said preliminary plan automatically lapses and is void and of no further force or effect. Thereafter, the developer must recommence the application process then in effect.
  - (c) Where a preliminary plan contemplates more than one final subdivision plat or phase, the failure of a subdivider to submit a completed final plat application for a second or subsequent phase within the scope of the same subdivision preliminary plan final plat within ~~two one~~ years of acceptance of public improvements from the previous subdivision phase final plat approval by the City Council shall cause the ~~City Council~~ approval for all un-platted portions of the preliminary plan to automatically lapse and expire and become of no further force or effect. Thereafter, the

subdivider must recommence the land use application process then in effect.

**7-19-10. Procedure for approval of the final plat.**

- (1) The final plat shall conform substantially to the preliminary plan as approved, and, if desired by the subdivider, may constitute only that portion of the approved preliminary plan which he proposes to record and develop at the time, provided, however, that such portion conforms to all requirements of these regulations and the approval of the preliminary plan.
- (2) Application for approval of the final plat, including all engineering drawings, shall be submitted in writing to the Community Development Department and shall be accompanied by the fee and engineering review fee as required by the City Code. The application must be completed, including all corrections and required documentation, before the application can be accepted and reviewed by the City at least 15 days prior to the regular meeting of the Planning Commission for its review and recommendation.
- (3) The final engineering plans and specifications, consistent with the approved preliminary plan, as well as an AutoCAD copy of the development plans, shall be submitted to the Community Development Department within one year after approval of the preliminary plan and before the approval review of the final plat application; unless, prior to the one-year period lapsing, the City Council grants an extension, not to exceed six months, upon written request of the developer. Such extension will not require an additional fee or filing or additional copies of the plat. If the final plat is not submitted to the Community Development Department prior to the expiration of said one-year period, which begins to run from the date that the preliminary plan is first approved by the Council, the approval of the said preliminary plan automatically lapses and is void and is of no further force or effect. Thereafter, the developer must recommence the application process as then in effect. The subdivider shall make all revisions required by the City promptly and with reasonable diligence.
- (4) ~~Within two months after its meeting at which time the application for~~ An application for approval of a final subdivision plat shall be reviewed and, upon findings by the Community Development and Public Works Departments and the City Engineer that all applicable requirements of this Title and conditions of the preliminary plan approval have been met, approval of the application issued in writing by the Community Development Department. Upon approval of the final plat is submitted and submission of the final plat mylar, the Community Development Department shall secure final plat mylar signatures of the Planning Commission Chairperson and the City Council Chairperson shall recommend approval or disapproval. If the Commission recommends approval of the plat, it shall affix upon the plat the certifying signatures of its chairman and members voting in favor of approval, and submit the plat along with its recommendations to the City Council. If it recommends disapproval, the Commission shall set forth the reasons in its own records, which may include the meeting minutes.
- (5) Filing:
  - (a) Prior to ~~consideration~~ approval of the final plat ~~by the Planning Commission~~, and the fulfillment of the requirements of these regulations, one mylar of the final plat of the subdivision, not to exceed 36 inches by 48 inches in size, shall be submitted to the Community Development Department ~~at least 15 days before a regular meeting of the Planning Commission.~~
  - (b) ~~Action must be taken by the Council within two months after the meeting at which the final plat and all drawings, maps and other documents regarding the development have been submitted for its approval. The Council may extend the two month period upon a two-thirds vote of its members.~~
- (6) Recordation. Tooele City will record the final plat mylar with the Tooele County Recorder pursuant to Section 7-19-39, below.

**7-19-11. Plats, plans and data for final approval.**

- (1) The final plat shall be drawn in ink on tracing cloth on sheets not to exceed 36 inches by 48 inches and ~~shall be at~~ a scale of 100 feet to one inch. Where necessary, the plat may be on several sheets accompanied by an index sheet showing the entire subdivision. For large subdivisions, the final plat may be submitted for approval progressively in contiguous sections compliant with City requirements satisfactory to the Planning Commission. The final plat shall show the following:
  - (a) Primary control points, approved by the City Engineer, or descriptions and "ties" to such control points, to which all dimensions, angles, bearings and similar data on the plat shall be referred.
  - (b) Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way and property lines of residential lots and other sites, with accurate dimensions, bearings and deflection angles and radii, arcs and central angles of all curves.
  - (c) Name and right-of-way width of each street or other right-of-way.
  - (d) Location, dimensions and purpose of any easements.
  - (e) Number to identify each lot or site and block.
  - (f) Purpose for which sites, other than residential lots, are dedicated or reserved.
  - (g) Proposed building set-back lines on all lots and other sites.
  - (h) Location and description of monuments.
  - (i) Certification by a registered land surveyor licensed by the State of Utah certifying to the accuracy of the survey and plat.
  - (j) Certification of the County Treasurer showing that all taxes and special assessments due on the property to be subdivided have been paid in full.
  - (k) Dedication by the owners of the tract of all streets, easements and rights-of-way to the public, and other proposed public way or space shown on the plat.
  - (l) Certification of title showing that the applicant is the owner or agent of the owner.
  - (m) Proper form for the approval of the Council, with space for the signatures of the Council Chairperson ~~members~~.
  - (n) Approval by signatures of those persons or departments with signature lines on the final plat.
  - (o) Name of the subdivision.
  - (p) Location by section, township and range.
  - (q) Title, scale, north arrow and date.
  - (r) Other items or information reasonably required by the City.
- (2) Cross sections and profiles of streets showing grades. The scales and elevations shall be based on the U.S.G.S. Datum Plane.
- (3) Protective covenants in form for recording.

**7-19-12. Public Improvements; bonds and bond agreements.**

Public improvements shall be completed pursuant to the following procedure:

- (1) After approval of the preliminary plan, the subdivider shall present plans and specifications for all public improvements to the city Engineer for review and approval.
  - (a) If engineering plans require substantial changes from the approved preliminary plan, the subdivider shall revise and re-submit the public improvements plans and specifications.
  - (b) Re-submissions shall not require the payment of additional fees to the City. The City, however, shall not be responsible for the cost of any revisions or for any costs incurred due to delays caused by requiring the revisions.
  - (c) No public improvements may be constructed prior to final plat approval.
- (2) Upon approval of the final plat, plans, and specifications ~~by the City Engineer~~, the Community Development Department shall provide written notice to the applicant of final plat approval ~~shall be submitted to the City Council for approval, modification, or disapproval~~.

- (3) All public improvements shall be completed within one year from the date of written final plat approval. The City Council may grant a maximum of two 6-month extensions upon receipt of a written petition and upon a finding of unusual circumstances. Petitions for extension must be filed with the City Recorder prior to expiration of the applicable 1-year period or 6-month extension. If the public improvements are not completed with the time allowed under this Section, no further approvals of any land use application shall be issued to the subdivider responsible for completing the public improvements, and no further plats shall be approved within the preliminary plan or project area in which the public improvements are incomplete.
- (4) (a) Except as provided below, all public improvements associated with a subdivision final plat must be completed, inspected, and accepted pursuant to Section 7-19-35, below, prior to the recordation of that plat.
- (b) A subdivision final plat may be recorded prior to the completion, inspection, and acceptance of the plat's public improvements where the subdivider submits a bond and executes a bond agreement compliant with this Section. The purpose of the bond and bond agreement is to insure completion of all public improvements required to be installed in the subdivision and to warrant the quality of their construction.
- (c) Where public improvements are constructed without a bond and bond agreement, under no circumstances shall such public improvements be connected to the City's water distribution, sewer collection, storm drain collection, and road right-of-way systems prior to recordation of the associated final subdivision plat or without bonding for the public improvements located within City rights-of-way pursuant to this Section.
- (5) Bond agreements shall be in the form and contain the provisions approved by the City Attorney. The agreement shall be signed by the Mayor, the City Attorney, and the City Engineer. The agreement shall include, without limitation, the following:
- (a) Incorporation by reference of the final plat, final plat documents, public improvements plans and specifications, and all data required by this Chapter which is used by the City Engineer to estimate the cost of the specific public improvements.
- (b) Incorporation by exhibit of the City Engineer's estimate of the cost of the specific public improvements.
- (c) Completion of the public improvements within the period of time described in subsection (3), above.
- (d) Completion of the public improvements to the satisfaction of City inspectors and according to City standards, as established by the Tooele City Code and City policies.
- (e) Establishment of the bond amount. The bond amount shall include the following:
- (i) the subdivider's estimated cost of the public improvements to be installed, as reviewed and approved by the City Engineer or designee; and,
- (ii) a reasonable contingency of 20% of the estimated cost, intended to cover the cost of inflation and unforeseen conditions or other circumstances.
- (f) The City shall have exclusive control over the bond proceeds, which may be released to the subdivider only upon written approval of the City Attorney.
- (g) The bond proceeds may be reduced upon written request of the subdivider as the improvements are installed and upon approval by City inspectors on a City inspection report form. The amount of the reduction shall be determined by reference to the City Engineer's estimate attached to the bond agreement, with assistance from the City Engineer, as necessary. Such requests may be made only once every 30 days. All reductions shall be by the written authorization of the City Attorney.
- (h) Bond proceeds may be reduced by no more than 90% of the total bond amount, the remaining 10% being retained to guarantee the warranty and maintenance of the improvements as

provided in Sections 7-19-12(7) and 7-19-35, herein. Any bond amount reduction shall not be deemed as an indication of public improvement completion or acceptance.

- (i) If the bond proceeds are inadequate to pay the cost of the completion of the improvements according to City standards for whatever reason, including previous reductions, then the subdivider shall be responsible for the deficiency. Until the improvements are completed or, with City Council approval, a new bond and bond agreement have been executed to insure completion of the remaining improvements:
    - (i) no further plats shall be approved within the preliminary plan or project area in which the improvements are to be located; and,
    - (ii) no further building permits shall be issued in the subdivision.
  - (j) If, after expiration of the bond agreement time period, the bond proceeds are not transferred to the City within 30 days of the City's written demand, then the City's costs of obtaining the proceeds, including the City Attorney's Office costs and any outside attorney's fees and costs, shall be deducted from the bond proceeds.
  - (k) The subdivider agrees to indemnify and hold the City harmless from any and all liability and defense costs which may arise as a result of those public improvements which are installed until such time as the City accepts the public improvements as provided in this Chapter.
- (6) Bond agreements shall be one of the following types:
- (a) An irrevocable letter of credit with a financial institution federally or state insured, upon a current standard letter of credit form, or including all information contained in the current standard letter of credit form.
  - (b) A cashier's check or a money market certificate made payable only to Tooele City Corporation.
  - (c) A guaranteed escrow account from a federally or state insured financial institution, containing an institution guarantee.
- (7) Warranty. The Subdivider shall warrant and be responsible for the maintenance of all improvements for one year following their acceptance by Resolution of the City Council, and shall guarantee such warranty and maintenance in the above-described bond agreements. The City may extend the warranty period upon a determination of good cause that the one-year period is inadequate to protect the public health and safety.
- (8) The final plat applications for two or more ~~final~~ subdivision ~~phases plats~~ may be approved and the entirety of property within those phases developed simultaneously where all public improvements associated with the plats are bonded for and constructed as if they were one ~~phase plat~~. An application for final plat approval of multiple phases shown on the approved preliminary plan may also be approved under a single application when the final plat reflects all requested phases as a single phase in the overall configuration of the approved preliminary plan.
- (9) The subdivider's bond in no way excuses or replaces the obligation to complete public improvement construction, as required in this Section. Nothing in this Section shall require the City to liquidate bonds, spend bond proceeds, or complete public improvements. Any undertaking on the part of the City to liquidate a bond, spend bond proceeds, or complete public improvements shall not relieve the subdivider of the consequences of non-completion of public improvements.

### **7-19-13. Applications for Reimbursement.**

- (1) Definitions. All words and phrases in this Section beginning in capital letters shall have the meanings given them in Tooele City Code Section 7-1-5.
- (2) Application for Reimbursement. Developers required to install Eligible Public Improvements may be entitled to reimbursement pursuant to this Section, provided that:
  - (a) the Construction Costs of the Eligible Public Improvements required by the City as a condition of development approval exceeds the Construction Cost of the City's required minimum standards



- and specifications for the Eligible Public Improvements by 10% or more; and,
- (b) the Cost Differential exceeds \$5,000; and
  - (c) the Eligible Public Improvements are constructed within the Tooele City Corporate Limit; and
  - (d) the Subsequent Developer's development receives City approval within eight years from the date of City approval of the development for which the Eligible Public Improvements were required; and,
  - (e) the Prior Developer files an Application for Reimbursement in the office of the Director of Public Works or City Engineer.
- (3) Application for Reimbursement.
- (a) Developers satisfying the above criteria may apply for reimbursement for recovery of a pro-rata share of the Cost Differential, minus the Depreciation Value, from a Subsequent Developer to the extent that the Subsequent Developer did not share in the Construction Cost of the Eligible Public Improvements.
  - (b) Notwithstanding other provisions of this Section to the contrary, subdivisions of ten lots or less, or single-lot developments, that are required by the City to fully improve a road right-of-way (i.e. road base, road surface, curb, gutter) are eligible to apply for and receive reimbursement for the Construction Cost of that portion of the road improvements that directly benefit subsequent development located adjacent to the road improvements, minus the Depreciation Value.
- (4) The Application for Reimbursement shall be made on a form approved by the City Attorney, and shall include the following information:
- (a) a brief description of the Eligible Public Improvements which may directly benefit future development; and,
  - (b) an engineer's written estimate of the Construction Cost of the Eligible Public Improvements, or an affidavit of the actual Construction Cost of the Eligible Public Improvements plus copies of receipts and paid invoices. Both the estimated and /or actual Construction Cost must be approved by the Director of Public Works or City Engineer.
- (5) An Application for Reimbursement is not retroactive and may not seek reimbursement for uses or land development activities which exist as of, or have been approved by the City Council prior to, the effective date of the Application for Reimbursement.
- (6) After an Application for Reimbursement is filed, the Prior Developer shall be under an affirmative duty to deliver to the City written notice of the identity of any development which the Prior Developer has knowledge or reason to believe will benefit from Public Improvements installed by the Prior Developer, and whether and to what extent the Subsequent Developer should share in the Cost Differential. The notice must be delivered to the Public Works Director or City Engineer prior to or with the benefitting development's final subdivision plat ~~approval~~ application or, in the case of a site plan, prior to the issuance of a building permit.
- (7) When the Prior Developer has complied with the provisions of this Section, the City will make a reasonable effort to collect the Subsequent Developer's pro-rata share of the Cost Differential, minus the Depreciation Value, on behalf of the Prior Developer.
- (8) Before making any payments to the Prior Developer pursuant to this Section, the City shall retain from amounts collected from a Subsequent Developer an administrative fee in the amount of 10% of said amounts collected, with a minimum administrative fee of \$100.
- (9) Before making any payments to the Prior Developer pursuant to this Section, the City shall make a determination whether the Prior Developer has any outstanding financial obligations towards, or debts owing to, the City. Any such obligations or debts, adequately documented, shall be satisfied prior to making payment to the Prior Developer, and may be satisfied utilizing amounts collected by the City on behalf of the Prior Developer pursuant to a Reimbursement Application.
- (10) The City reserves the right to refuse any incomplete Application for Reimbursement. All completed

Applications for Reimbursement shall be made on the basis that the Prior Developer releases and waives any claims against the City in connection with establishing and enforcing reimbursement procedures and collections.

- (11) The City shall not be responsible for locating any beneficiary, survivor, assign, or other successor in interest entitled to reimbursement. Any collected funds unclaimed after one year from the expiration of the Application for Reimbursement shall be returned to the Subsequent Developer from which the funds were collected minus the City administration fee. Any funds undeliverable to a Prior Developer, or to a Subsequent Developer from which the funds were collected, whichever the case, shall be credited to the City enterprise fund corresponding to the Eligible Public Improvements for which the funds were collected, as determined by the Finance Director.
- (12) Political subdivisions of the state of Utah (e.g. Tooele City Corporation) that construct Eligible Public Improvements shall be considered Prior Developers for purposes of this title, and may file Reimbursement Applications and receive reimbursement under the provisions of this Chapter.
- (13) Public Improvements required as a condition of annexation are not eligible for reimbursement pursuant to this Section.
- (14) All City development approvals, including, but not limited to, subdivisions and site plans, shall be conditioned upon and subject to the payment of appropriate reimbursement amounts as determined in accordance with this Section.
- (15) A Subsequent Developer may protest in writing the assertion of a Prior Developer that the Subsequent Developer will benefit from Eligible Public Improvements constructed by the Prior Developer. Protests should be delivered to the Public Works Director or City Engineer, and must include documentation sufficient to demonstrate that the Subsequent Developer's development will derive no benefit, or a lesser benefit than asserted, from the Prior Developer's Eligible Public Improvements. The Public Works Director or City Engineer will decide the matter, whose decision shall be final.

**7-19-14. Failure to act, effect.**

Should the Planning Commission or the City Council fail to act upon any submitted [preliminary plan](#) applications, ~~preliminary plan or final plat~~, within the time period allotted by this Chapter, said failure shall be considered a denial of the said submission.

**7-19-15. Phased development.**

- (1) When the public improvements have been 100% completed [and accepted](#) within the subdivision final plat, ~~an additional subdivision a~~ final plat [for a subsequent phase](#) within the same preliminary plan or project area may be requested, ~~and the subdivider may request the approval of an additional preliminary plan.~~
- (2) Each subdivision final plat in a preliminary plan [or project area](#) shall be considered a phase of the preliminary plan and shall be developed in a logical and orderly manner. All phases shall be contiguous, so that all public improvements shall be contiguous and continuous from their point of beginning in the development throughout the balance of the development.

**7-19-17. Streets.**

The arrangement of streets in a new development shall provide for the continuation of existing streets in adjoining areas at the same or greater widths, unless altered by the Planning Commission and City Council upon the positive recommendation of the Director of the Community Development and Public Works Department. All streets shall comply with the provisions of Title 4 Chapter 8 of the Tooele City Code and the current Tooele City Transportation Master Plan, including the Tooele City Transportation Right-of-Way Master

Plan. An exception to the general rule for road cross sections or right-of-way improvements required by Title 4 Chapter 8 of the Tooele City Code may be granted by the City Council for major collector or arterial class roads adjacent to the proposed subdivision. Roads interior to a subdivision or between phases of a subdivision may not be excepted. Exception requests must be submitted in writing ~~to the City Recorder and~~ to the Directors of the Community Development and Public Works Department's Director prior to ~~final subdivision plat~~ the Planning Commission's review of the preliminary plan approval ~~and at least 15 days prior to the date upon which the City Council will consider the request.~~ The Directors shall provide a written recommendation on the exception request to the Planning Commission for their review with the preliminary plan. In reviewing an exception request, the City Council shall consider and approve or deny the request following ~~a written~~ recommendation from the ~~Community Development and Public Works Department Director~~ Planning Commission based on the following factors:

- (1) the overall safety of the area for transit, vehicular, bicycle, and pedestrian traffic including crossings of the road or right-of-way;
- (2) existing transit, vehicular, bicycle, and pedestrian traffic in the area;
- (3) anticipated transit, vehicular, bicycle, and pedestrian traffic impacts from the proposed subdivision on the existing traffic loads of the area;
- (4) the ability for existing right-of-way improvements to accommodate anticipated transit, vehicular, bicycle, and pedestrian traffic loads;
- (5) the degree to which the exception would prevent completion or connection to other right-of-way improvements in the area;
- (6) existing right-of-way improvements in the area;
- (7) the degree to which the right-of-way leading to and from the area requested for exception has been developed and completed;
- (8) the mechanisms, proposals submitted, and timing by which the excepted improvements will be completed in the future;
- (9) the degree to which the entirety of the right-of-way has been dedicated and improved outside of the area requested for an exception;
- (10) land uses in the area, including but not limited to schools, recreational opportunities, and public facilities, that may have the potential to affect the existing improvements' ability to accommodate all anticipated transit, vehicular, bicycle, and pedestrian traffic loads;
- (11) phasing and a phasing schedule for the proposed subdivision;
- (12) any development agreement with terms affecting right-of-way improvements duly executed by the Mayor for the exception-requesting subdivision or other developments in the area; and
- (13) documented history of vehicle-vehicle, vehicle-bicycle, and vehicle-pedestrian conflicts and accidents.

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

- (1) Definitions. For purposes of this Section, the following terms shall be defined as follows.
  - (a) Double-frontage lot: a residential lot that abuts more than one public right-of-way or private road on opposite sides of the lot. "Double-frontage lot" includes corner lots adjacent to other double-frontage lots. "Double-frontage lot" does not include lots whose secondary frontages are on roads that are designated as alleys that do not require sidewalk access and that serve primarily as private access to the rear of lots.
  - (b) Primary frontage: the portion of a residential lot abutting a public right-of-way or private road that contains the main pedestrian entry to a residence.
  - (c) Secondary frontage: the portion of a residential lot abutting a public right-of-way or private street that is not the principle frontage.
- (2) Design Standards. The secondary frontage of any double-frontage lot shall include the following design elements located within the public right-of-way or private street.

- (a) Park strip. The park strip located between the curb and the sidewalk shall be of colored, texture-stamped concrete, which shall differ in color and texture from the adjacent sidewalk.
    - (i) The concrete color shall be of earth-tones, to include tan, light brown, beige, and similar colors, but shall not include yellow, pink, blue, green, and similar bright colors.
    - (ii) The concrete texture shall simulate cobblestone, variegated slate squares and rectangles, brick, or similar pattern.
    - (iii) The park strip thickness shall be a minimum of five and one-half inches.
    - (iv) The park strip shall contain a decorative metal grate around each park strip tree. The grate shall be chosen from a list of City-approved grate types, the list being on file with the Public Works Department.
  - (b) Park strip trees. Trees shall be planted in the park strip as follows.
    - (i) Park strip trees shall be chosen from a list of City-approved trees, the list being on file with the Public Works Department.
    - (ii) Park strip trees shall be spaced not more than 35 feet apart.
    - (iii) Park strip tree size, bonding, and other details not address in this Section shall be as provided in Tooele City Code Section 7-19-29, as amended.
    - (iv) The park strip shall include an irrigation system for park strip tree irrigation. The underground piping shall be placed within conduit located beneath the park strip. The irrigation system shall include meters, meter vaults, power, valve boxes, irrigation heads, and other necessary components to provide a fully functioning irrigation system.
  - (c) Sidewalk. Sidewalk shall be as required by Tooele City Code and Policy.
  - (d) Fencing wall. The secondary frontage shall be fenced and screened with a masonry wall possessing the following design elements.
    - (i) The wall shall be six feet in height except as required under Tooele City Code Section 7-2-11 Clear vision area at intersecting streets.
    - (ii) The wall materials shall be masonry block or prefabricated decorative masonry panels chosen from a list of City-approved wall material types, the list being on file with the Public Works Department. The wall shall be uniform within each subdivision phase.
    - (iii) The wall shall include capped pillars spaced at even intervals, not to exceed 20 feet. The pillar materials shall be similar to those comprising the wall.
    - (iv) No portion of the wall shall contain cinderblock, smooth-faced block, or cast-in-place concrete.
    - (v) All fencing walls shall receive a City-approved anti-graffiti seal coat upon their construction and prior to acceptance by the City.
  - (e) Gates. Gates in the fencing wall or otherwise accessing the secondary frontage shall not be allowed.
  - (f) Special Service District Standards. Where a double-frontage lot is included in an existing special service district that imposes its own design standards for double frontage lots, the district design standards shall apply.
  - (g) The final determination of whether an application complies with the design standards of this Section shall be made by the City Planner. Such determinations are not subject to appeal.
- (3) Bonding. Park strips, park strip trees, park strip irrigation systems, and fencing walls discussed in this Section shall be included in the definition of public improvements. As such, they shall be bonded for in the manner provided in Tooele City Code Section 7-19-12, as amended, except that park strip trees shall be bonded for in the manner provided in Tooele City Code Section 7-19-29, as amended.
- (4) Maintenance. Because of the added burdens upon the City caused by double-frontage lots, and because residents are disinclined to maintain the secondary frontage, the portions of the public right-of-way located behind the curb and gutter and abutting the secondary frontage shall be maintained

as follows.

- (a) Home Owners Association. As a condition of **City Council** final subdivision plat approval, every subdivision with double-frontage lots shall be required to form and fund a home owners association (HOA). At a minimum, the HOA shall maintain and perform at its cost, for the life of the HOA, the following items: park strip, park strip trees and grates, park strip irrigation system, park strip water bill, fencing wall, sidewalk, and sidewalk snow removal. The HOA articles shall provide for a minimum HOA existence of 30 years.
- (b) Covenants, Conditions, and Restrictions. As a condition of **City Council** final subdivision plat approval, every subdivision with double-frontage lots shall be required to record against all lots within the subdivision covenants, conditions, and restriction (CCRs). A copy of the recorded CCRs will be provided to the City. At a minimum, the CCRs shall provide for the perpetual maintenance and maintenance funding of the following items: park strip, park strip trees and grates, park strip irrigation system, park strip water bill, fencing wall, sidewalk, and sidewalk snow removal.
- (c) If the HOA fails to enforce the CCRs pertaining to maintenance and maintenance funding for a period of three months or more, the City may bring an action in court to compel the HOA to fund and perform its maintenance obligations.
- (d) Special Service District Maintenance. Where a double-frontage lot is included in an existing special service district that maintains some or all of the public improvements adjacent to a secondary frontage, the portions of the public right-of-way located behind the curb and gutter and abutting the secondary frontage shall be maintained in perpetuity by the district.

**7-19-31. Filing of engineering plans ~~and review fee.~~**

- ~~(1) One complete set of engineering plans and specifications, as well as an AutoCAD copy, for required land improvements together with an estimate of the cost of the improvements, said plans and specifications to bear the seal of a Utah registered professional engineer along with a signed statement to the effect that such plans and specifications have been prepared in compliance with this Chapter and pursuant to good engineering practices shall be submitted to the Community Development Department prior to the approval of the final plat **by the Planning Commission**. Said plans shall be drawn to a minimum horizontal scale of five feet to the inch. Plans shall show profiles of all utility and street improvements with elevations referring to the U.S.G.S. Datum.~~
- ~~(2) A plan review fee, based upon the following percentages of total land improvements costs, as estimated by the design engineer and approved by the City Engineer, shall be submitted with the plans and specifications required above:~~
  - ~~(a) 1.5% of the construction cost of the improvements when such cost is \$50,000 or less.~~
  - ~~(b) 1% of the construction cost of the improvements when such cost is over \$50,000 but less than \$250,000.~~
  - ~~(c) 0.75% of the construction cost of the improvements when such cost is over \$250,000.~~

**7-19-34. Final plat execution, delivery, and recordation.**

- (1) The subdivider shall deliver to the City the fully executed final plat *mylar* within 90 days of final plat *application* approval. Failure to fully execute the final plat *mylar*, or to deliver the fully executed final plat *mylar* to the City, within the specified 90 days, shall result in the automatic revocation of, and shall void, the final plat approval.
- (2) No changes to the approved final plat *mylar* may be made without the written approval of the City.
- (3) Tooele City shall promptly record an approved final subdivision plat *mylar* with the Tooele County Recorder upon the occurrence ~~of one~~ of the following:

- (a) ~~acceptance of all public improvements associated with the final plat pursuant to Section 7-19-35, above~~ a statement of desired timing for recording the plat from the subdivider; ~~or and,~~
- (b) execution of a bond agreement pursuant to Section 7-19-12, above.
- (4) The subdivider shall pay all fees associated with the recordation of the approval final plat mylar.

**7-19-35. Minor Subdivision - Exemptions from preliminary plan process ~~requirement~~.**

- (1) A minor subdivision shall combine the preliminary plan and final plat requirements for approval of the subdivision into a single application and review process. A subdivision is considered a minor subdivision and exempt from ~~the~~ a separate preliminary plan review process ~~requirement~~ of this Chapter if:
  - (a) it contains less than ten lots;
  - (b) it does not contain a right-of-way dedication for public street; and,
  - (c) it does not involve off-site water or sewer utilities.
- (2) Information normally required as part of the preliminary plan application may be required by the Public Works ~~and~~ or Community Development Departments as part of a minor subdivision final plat application.

## TOOELE CITY CORPORATION

### ORDINANCE 2020-06

#### **AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 4-11 REGARDING SIDEWALKS TO ESTABLISH CIVIL PENALTIES FOR VIOLATIONS.**

WHEREAS, Utah Code §10-8-84 gives Utah municipalities broad police powers to protect the health, safety, and welfare of their communities:

(1) The municipal legislative body may pass all ordinances and rules, and make all regulations, not repugnant to law, necessary for carrying into effect or discharging all powers and duties conferred by this chapter [10-8 Powers and Duties of Municipalities], and as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city.

WHEREAS, Utah Code §10-8-84 also gives municipalities the power to “enforce obedience to the ordinances with fines or penalties”; and,

WHEREAS, Utah Code §§10-8-8, -11, and -24 enable cities to regulate the improvement and use of public rights-of-way and to prevent and remove obstructions and encroachments from the rights-of-way; and,

WHEREAS, Tooele City Code Chapter 4-11 governs public sidewalks, including the prohibition of earthen bridges across curbs and sidewalks, as well as other right-of-way and sidewalk obstructions, and makes violations criminal infractions; and,

WHEREAS, prosecutions of criminal infractions occur in the local misdemeanor criminal court—the Tooele Valley Justice Court—and can take months to lead to an adjudication of the criminal charge, which in the case of earthen bridges, for example, likely would result in a minimal fine and an order to remove the earthen dam, months after the citation for its placement; and,

WHEREAS, the presence of earthen bridges, piles of earth or rock in the public right-of-way, and other public safety concerns must be dealt with efficiently to mitigate the concerns and protect the public safety, rather than obtaining a criminal order to remove the pile months after the fact; and,

WHEREAS, one specific public safety concern about piles of earth or rock in the right-of-way, and earthen bridges, is damage to city snow plows and injury to snow plow drivers upon running into these obstructions, which obstructions are often invisible in the dark under a blanket of snow; and,

WHEREAS, the use of police, prosecutor, and court resources for prosecution of criminal infraction violations of Chapter 4-11 is inefficient and ineffective; and,

WHEREAS, in light of the above, the City Administration recommends that a civil infraction with civil penalties is a more efficient use of public resources with a more expeditious resolution in favor of the safety of the public as well as City personnel who maintain the roads, including by plowing snow; and,

WHEREAS, the City Administration, including the Chief of Police, recommends that the penalty for a violation of Chapter 4-11 is more efficiently enforced as a civil infraction rather than a criminal infraction, and recommends the amendments shown in Exhibit A; and,

WHEREAS, the City Administration recommends further that appeals of civil infractions under Chapter 4-11 be to the Administrative Hearing Officer under Chapter 1-28:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 4-11 regarding Sidewalks be amended to make violations of the Chapter civil infractions rather than criminal infractions, to establish violation penalties, and to provide for administrative appeals, all as shown in the attached Exhibit A.

This Ordinance is necessary for the immediate preservation of the peace, health and safety of Tooele City and shall take effect immediately upon publication.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.



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, Tooele City Attorney

## Exhibit A

Proposed Amendments to TCC Chapter 4-11

A A

a a a

a a a a a

a a

(Repealed.)

a

(Repealed.)

6 x a (Repealed.)

N a - a

8 a

a (Repealed.)

a a

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a a a

It is unlawful for any person to construct any sidewalk, curb, gutter, or appurtenances within a public right-of-way without first having grades and lines thereof reviewed and approved by the City and without first obtaining a building permit. The acceptance of the permit shall be deemed an agreement upon the part of the person accepting the permit to construct the sidewalk, curb, gutter, and appurtenances in accordance with the specifications, regulations, and ordinances of Tooele City. (Ord. 2018-11, 09-05-2018) (Ord. 2006-05, 01-18-2006) (Ord. 1980-23, 06-12-1980)

a a a a a a

All sidewalks, curb and gutters, driveway approaches, and all appurtenances thereto shall conform to the specifications and standards set forth in Title 4 Chapter 8 of the Tooele City Code and the Tooele City Right-of-Way Specifications Administrative Policy.

(March 8, 2019)

(Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 2006-05, 01-18-2006) (Ord. 1993-21, 10-20-1993) (Ord. 1991-04, 06-11-1991)

All public sidewalks shall be constructed under the inspection and supervision of the Public Works Director or designee. (Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 2006-05, 01-18-2006) (Ord. 1978-01, 01-09-1978)

(Repealed. Ord. 2018-11, 09-05-2018)

a . (Repealed. Ord. 2018-11, 09-05-2018)

6 x a (Repealed. Ord. 2018-11, 09-05-2018)

N a a

Whenever a report of the Public Works Director, or designee, regarding any sidewalk finds that the construction of a new sidewalk is necessary, the City may elect to give notice pursuant to the provisions of the special improvement district ordinances of the City or the statutes of the state of Utah for the construction of new sidewalk and the removal of the old. (Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 2006-05, 01-18-2006) (Ord. 1978-01, 01-09-1978)

8 a

a (Repealed. Ord. 2018-11, 09-05-2018)

a a

The Director of Community Development shall review and approve the species and type of trees which may be placed in the right-of-way park strip or on private property adjacent to public sidewalks. (Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 2006-05, 01-18-2006) (Ord. 1978-01, 01-09-1978)

a

It is unlawful to construct or maintain any open holes or other openings in any sidewalks regardless of whether they are covered with gateways, doors, or other passages. This provision shall not be interpreted to prevent the erection of utility poles, water meter boxes, or mail boxes within the first 1 foot of property inside the curb line. (Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 1978-01, 01-09-1978)

**a a**

It is unlawful for any person owning, occupying, or having control of any premises to suffer or permit water from the roof or eaves of any house, building, or structure, or from any other source under the control of such person, to be discharged upon the surface of any sidewalk. (Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 1978-01, 01-09-1978)

It is unlawful for any person to place or keep, or suffer to be placed or kept, upon any sidewalk any goods, wares, or merchandise except as allowed in Section 7-16-3 Note 4. (Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 2012-22, 12-05-2012) (Ord. 1978-01, 01-09-1978)

**a**

It is unlawful for any person to drive a self-propelled or motorized vehicle or to lead, drive, or ride any animal upon any public sidewalk, except to cross the sidewalk at established street crossings. (Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 2006-05, 01-18-2006) (Ord. 1978-01, 01-09-1978)

**a a**

It is unlawful for any person to obstruct any sidewalk or street by playing games thereon, or to obstruct the free travel of any pedestrian or vehicle. (Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 1978-01, 01-09-1978)

**a**

**a**

**a**

(1) It is unlawful for any person owning or exercising control over any real property abutting any public sidewalk to fail to remove or cause to be removed from such sidewalk all hail, snow, or sleet falling thereon, or ice forming thereon, within 24 hours after such hail, snow, or sleet has ceased falling or ice has formed.

(2) It is unlawful for any person to place or propel, or cause to be placed or propelled, snow, ice, hail, or sleet into the public way or in any manner which poses a hazard to vehicular or pedestrian traffic.

(3) Any person who fails to comply with this Section shall be liable for a civil penalty in the amount of \$50 per violation, which penalty shall be in addition to other penalties provided by law.

(4) For purposes of this Section:

(a) "person" shall include, but not be limited

to, individuals, corporations, partnerships, associations, organizations, groups, and other entities; and,

(b) "public way" shall include, but not be limited to, sidewalks, roadways, alleys, and other courses traveled by the public.

(Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 2014-04, 02-05-2014) (Ord. 2006-05, 01-18-2006) (Ord. 1997-14, 03-19-97) (Ord. 1978-1, 01-09-78)

**6 a**

It is unlawful for any person to deposit dirt, leaves, or other debris in any gutter so as to prevent or hinder the flow of water therein or so as to provide for the carriage of debris by the water flowing therein.

(Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 1978-01, 01-09-1978)

**a a**

It is unlawful for the owner, occupant, lessee, or agent of any commercial, retail, or professional establishment within the City of Tooele to fail to cause the sidewalk abutting the establishment to remain swept clean.

(Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 2006-05, 01-18-2006) (Ord. 1978-01, 01-09-1978)

**8 a**

It is unlawful for any fence, building, or other structure to encroach upon any street or sidewalk within Tooele City. The City may exercise all legal rights to require the encroachment to be removed. If the person responsible for the encroachment is not known, a notice requiring removal may be posted by the City on the encroachment and on all major buildings located adjacent to the encroachment. Should the encroachment, in the opinion of the Mayor, constitute a hazard to traffic or to life, health, or property, the same may be removed immediately by the City and the cost thereof levied upon the owner. For any encroachment not removed by the owner pursuant to notice, the City may remove the same at the owner's expense, levying the cost thereof against the premises as part of the ad valorem property taxes.

(Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 1978-01, 01-09-1978)

(1) No person shall place or cause to be placed anywhere upon a public street or sidewalk, and no person owning, occupying, or having control of any premises shall, after reasonable notice by the City of Tooele, suffer to be or remain in front of the sidewalk or the half of the street next to any premises:

(a) any broken ware, glass, filth, dirt, gravel, rubbish, refuse, garbage, ashes, cans, or other like substances;

(b) any vehicles, lumber, wood, boxes, fencing, building material, merchandise, or other thing which obstructs the public street or sidewalk, or any part thereof, without the permission of the Mayor; or,

(c) any goods, wares, merchandise for sale or show, or otherwise beyond the front line of the lot where goods, wares, or merchandise are sold or offered for sale, except as allowed in Section 7-16-3 Note 4.

(2) No person shall place or cause to be placed anywhere upon any street or sidewalk any earthen materials before, during, or after construction for the intended or unintended purpose of:

(a) temporary or permanent storage of those materials;

(b) bridging of the curb and gutter or sidewalk;

(c) blocking clogging, or otherwise hindering the movement or flow of storm water or the travel of pedestrian or vehicle traffic; or,

(d) any other purpose that could reasonably cause any damage or obstruction to public or private infrastructure.

(3) All obstructions placed anywhere upon a public street or sidewalk contrary to this Section or to Section 7-16-3 Note 4 are a threat to the public health and safety and may be removed, confiscated, and disposed of immediately by the City.

(4) No person shall place or cause to be placed anywhere upon a public street, sidewalk, or within a street right-of-way a dumpster, garbage or refuse collection container, storage container, or other similar structure or device before, during, or after construction of a structure on an adjacent property. All such structures or devices, when allowed, shall be located on properties adjacent to the right-of-way for which the structure or device is serving.

(Ord. 2019-01, 02-13-2019) (Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 2014-05, 02-05-2014) (Ord. 2012-22, 12-05-2012) (Ord. 1978-01, 01-09-1978)

**a**

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

(Ord. 2018-11, 09-05-2018) (Ord. 2015-07, 03-18-2015) (Ord. 2006-05, 01-18-2006) (Ord. 1978-01, 01-09-1978)

(March 8, 2019)

**a**

(1) A violation of any provision of this Chapter shall be a civil infraction punishable by the following fines:

(a) \$50 for a first violation;

(b) \$100 for a second similar violation;

(c) \$250 for a third or subsequent violation.

(2) Failure to pay fines in full within 30 days of a citation shall allow Tooele City to invoice outstanding fines through City utility billing.

(Ord. 2019-01, 02-13-2019)

**A a**

Appeals of civil infraction citations issued pursuant to this Chapter shall be to the Administrative Hearing Officer under Chapter 1-28 of this Code.

**TOOELE CITY CORPORATION**

**RESOLUTION 2020-10**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE REGARDING CIVIL INFRACTIONS FOR VIOLATIONS OF TOOELE CITY CODE CHAPTER 4-11 REGARDING SIDEWALKS.**

WHEREAS, Tooele City Code §1-26-1 authorizes the City Council to establish City fees by resolution; and,

WHEREAS, Utah Code §10-3-717 authorizes the City Council to exercise certain administrative powers, such as establishing city fees, 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 by resolution and included in a Tooele City Fee Schedule; and,

WHEREAS, the City Council has enacted Ordinance 2020-06 regarding civil infraction violations of TCC Chapter 4-11, with associated civil penalties; and,

WHEREAS, Tooele City maintains an omnibus Fee Schedule which attempts to contain all fees, charges, and penalties assessed by Tooele City in its various functions; and,

WHEREAS, it is appropriate to amend the Fee Schedule to include the civil penalties associated with violations of Chapter 4-11 regarding sidewalks and obstructions thereto, as well as an appeal fee of \$25, refundable upon successful appeal:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to include civil penalties for civil infraction violations of Tooele City Code Chapter 4-11 regarding Sidewalks, as enacted by and shown in Ordinance 2020-06.

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 \_\_\_\_\_, 2020.

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

**A**  
February 20, 2020

Tooele City Planning Commission  
Business Date: February 26, 2020

Planning Division  
Community Development Department

**a** Andrew Aagard, City Planner / Zoning Administrator

<b>a</b>	<b>a</b>	<b>a</b>	<b>-</b>	<b>a</b>	<b>a</b>
Application No.:	P19-750				
Applicant:	Howard Schmidt, representing HK Schmidt LLC				
Project Location:	Approximately 1400 North 400 West				
Zoning:	R1-7 Residential Zone				
Acreage:	7.49 Acres (Approximately 326,251 ft <sup>2</sup> )				
Request:	Request for approval of a Final Plat Subdivision in the R1-7 Residential zone regarding the creation of 30 single-family residential lots.				

**A** **N**

This application is a request for approval of a Final Plat Subdivision for 7.49 acres located at approximately 1400 North 400 West. The property is currently zoned R1-7 Residential. The applicant is requesting that a Final Plat Subdivision be approved to allow for the development of the currently vacant site as 30 single-family residential lots.

**ANA**

***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 of the subject property. The property is surrounded on all sides by property zoned R1-7 Residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

***Subdivision Layout.*** Phase 4 of the Providence at Overlake development will complete the addition of 30 new single-family residential lots to the development. Phase 4 will connect to a 300 West stub street constructed as part of Phase 2 which in turn provides connection to Clemente Way. Phase 4 will also connect to Berra Boulevard stubs constructed as part of Phase 3.

All lots within the subdivision meet or exceed minimum development standards as required by the R1-7



zone for lot size, lot width, lot frontages and so forth.

Criteria For Approval. The procedure for approval or denial of a 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 and 11 of the Tooele City Code.

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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. Final plats do not require a public hearing and therefore do not require any public noticing.

A M M N A N

Staff recommends approval of the request for a Final Plat Subdivision by Howard Schmidt, representing HK Schmidt LLC, application number P19-750, 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 Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.
6. The subdivision meets or exceeds all requirements for lot size, lot width, lot frontage and other development requirements as indicated by Tooele City code.
7. The final plat is compliant with the Preliminary Plan.

M M N

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Providence at Overlake Phase 4 Final Plat Subdivision Request by Howard Schmidt, representing HK Schmidt LLC for the purpose of creating 30 single-family residential lots, application number P19-750, based on the findings and subject to the conditions listed in the Staff Report dated February 20, 2020:”

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 Providence at Overlake Phase 4 Final Plat Subdivision Request by Howard Schmidt, representing HK Schmidt LLC for the purpose of creating 30 single-family residential lots, application number P19-750, based on the following findings:”

1. List findings...

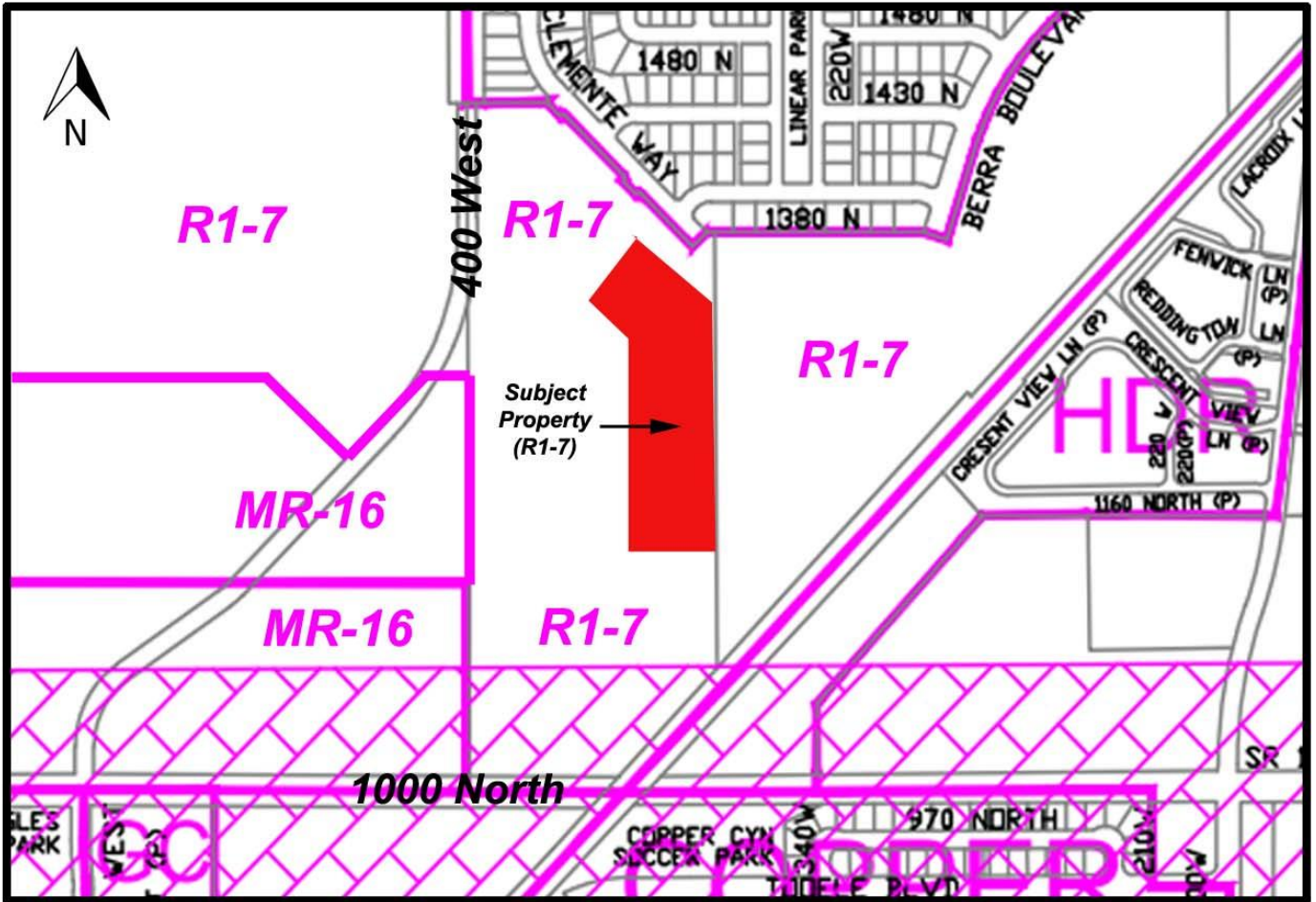
MA N N N A N A A NA  
A N N

**Providence Phase 4 Final Plat**



**Aerial View**

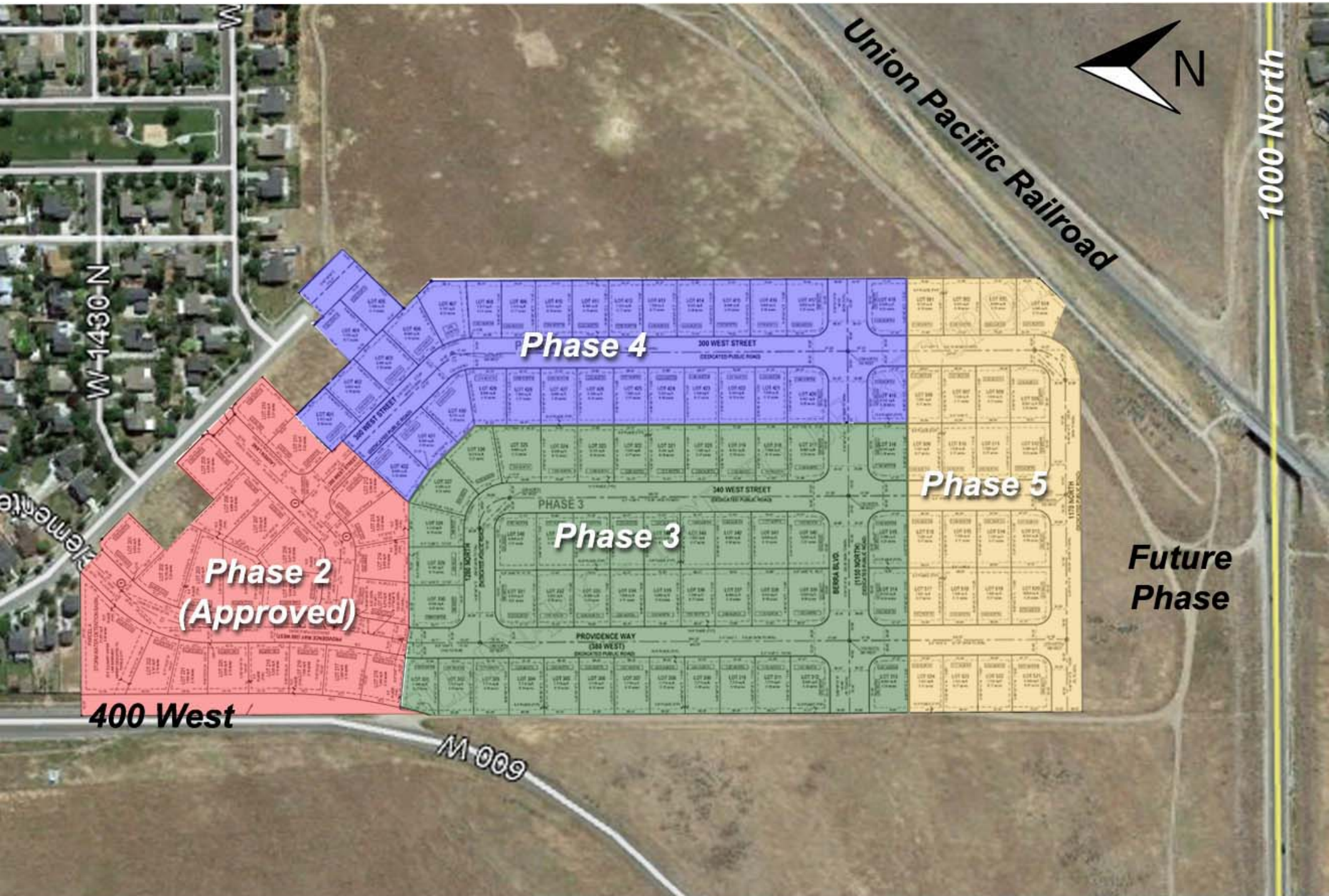
**Providence Phase 4 Final Plat**



**Current Zoning**

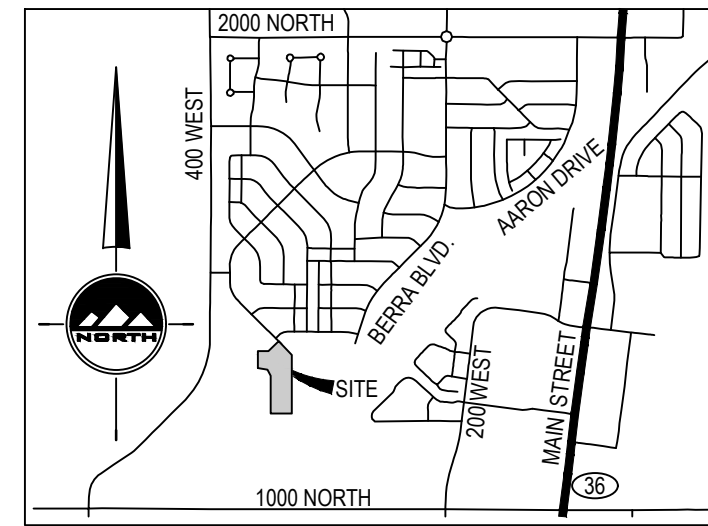
**M N AN**

# Providence at Overlake Phases 3-6 Preliminary Plan



**Phasing Plan**

**FINAL PLAT**  
**PROVIDENCE AT OVERLAKE SUBDIVISION PHASE 4**  
 LOCATED IN THE SOUTHWEST QUARTER  
 OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
 SALT LAKE BASE AND MERIDIAN  
 TOOELE CITY, TOOELE COUNTY, UTAH



VICINITY MAP  
NOT TO SCALE

**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 the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, and streets, hereafter to be known as PROVIDENCE AT OVERLAKE SUBDIVISION PHASE 4, 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**

The basis of bearing for this survey is between the West Quarter Corner of Section 16, Township 3 South, Range 4 West Salt Lake Base and Meridian, and the Southwest Corner of Section 16, Township 3 South, Range 4 West Salt Lake Base and Meridian which bears South 0°14'46" East 2642.58 feet.

A parcel of land, situate in the Southwest Quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel is also located in Tooele City, Tooele County, Utah, more particularly described as follows:

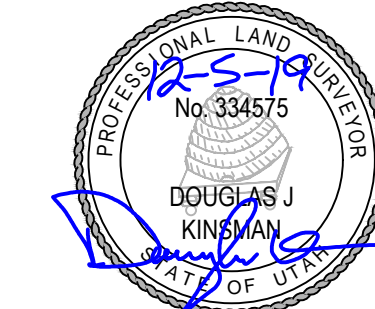
Beginning at a point being South 0°14'46" East 996.36 feet along the Section line and North 89°45'14" East 420.80 feet from the West Quarter Corner of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North 44°43'51" East 175.97 feet;  
 thence North 45°16'09" East 32.35 feet;  
 thence North 44°43'51" East 100.00 feet;  
 thence South 45°16'09" East 374.65 feet;  
 thence South 0°14'46" East 922.14 feet;  
 thence South 89°45'14" West 286.00 feet;  
 thence North 0°14'46" West 838.94 feet;  
 thence North 45°15'54" West 123.03 feet;  
 thence North 56°26'45" West 77.23 feet, to the Point of Beginning.

Contains 328,251 square feet or 7.49 acres, and 30 Lots.

Dec. 5, 2019

Date  
 Douglas J. Kinsman  
 License No. 334575



**CENTER LINE CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
CL1	100.00'	78.58'	45°01'23"	N22°45'27"W	76.57'

**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	130.00'	40.63'	17°54'21"	S36°18'58"E	40.46'
C2	130.00'	53.93'	23°46'11"	S15°28'42"E	53.55'
C3	130.00'	7.60'	3°20'51"	S1°55'11"E	7.59'
C4 (TOTAL)	130.00'	102.15'	45°01'23"	N22°45'27"W	99.55'
C5	29.50'	46.34'	90°00'00"	S45°14'46"E	41.72'
C6	29.50'	46.34'	90°00'01"	S44°45'14"W	41.72'
C7	29.50'	46.34'	90°00'00"	N45°14'46"W	41.72'
C8	29.50'	46.34'	90°00'00"	N44°45'14"E	41.72'
C9	70.00'	17.11'	14°00'16"	N7°14'54"W	17.00'
C10	70.00'	37.90'	31°01'07"	N29°45'35"W	37.44'
C11 (TOTAL)	70.00'	55.01'	45°01'23"	N22°45'27"W	53.60'

**OWNER'S DEDICATION**

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

**PROVIDENCE AT OVERLAKE SUBDIVISION PHASE 4**

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 any and all public utility companies providing service to the herein described tract a perpetual, non-exclusive easement over the streets and 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(s) also hereby conveys any other easements as shown hereon 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: Providence Tooele LLC  
 Howard Schmidt, Managing Member

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 \_\_\_\_\_ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the \_\_\_\_\_ 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

**PROVIDENCE AT OVERLAKE SUBDIVISION PHASE 4**

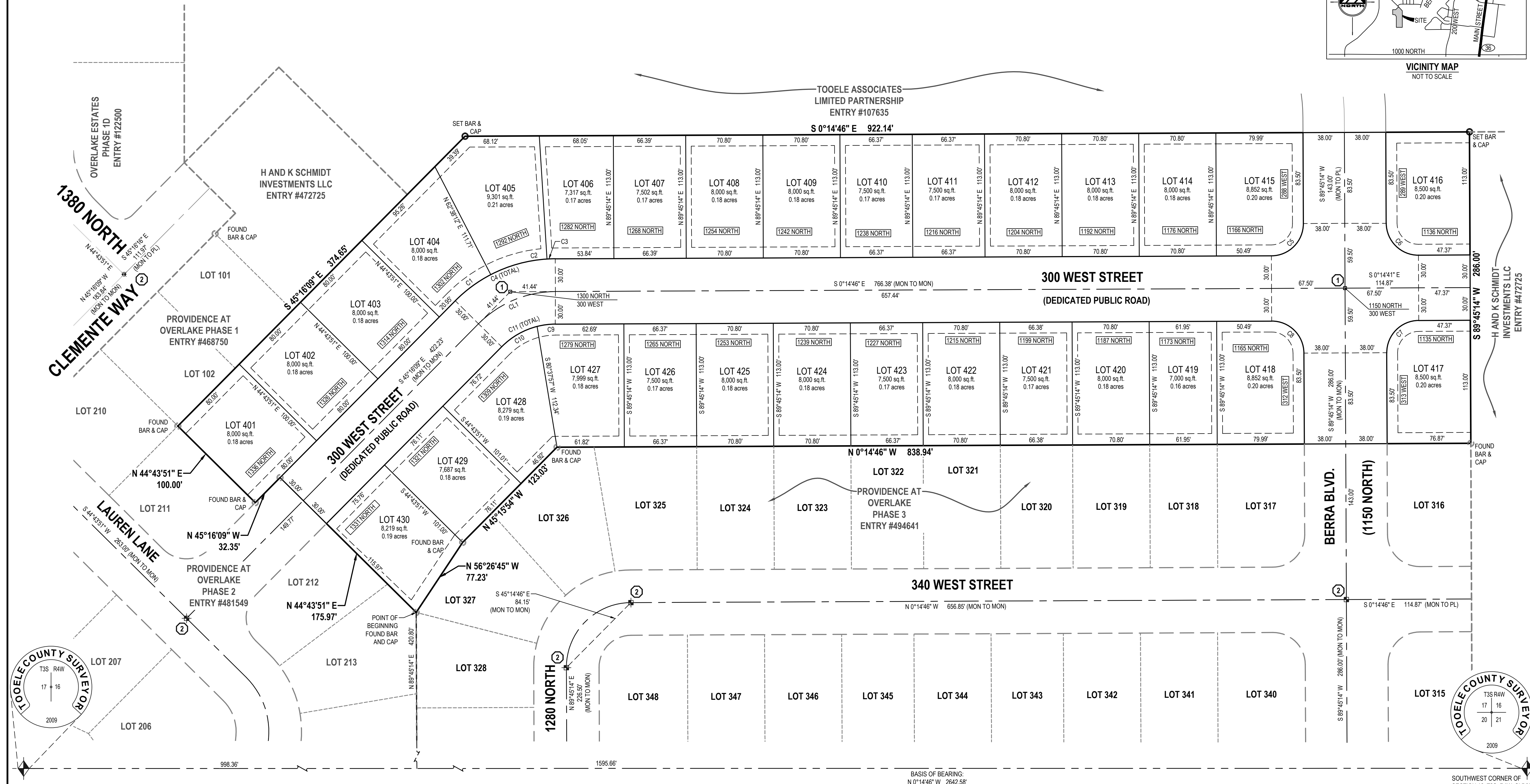
LOCATED IN THE SOUTHWEST QUARTER  
 OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
 SALT LAKE BASE AND MERIDIAN  
 TOOELE CITY, TOOELE COUNTY, UTAH

**TOOELE COUNTY RECORDER**

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

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

FEES \_\_\_\_\_ TOOELE COUNTY RECORDER



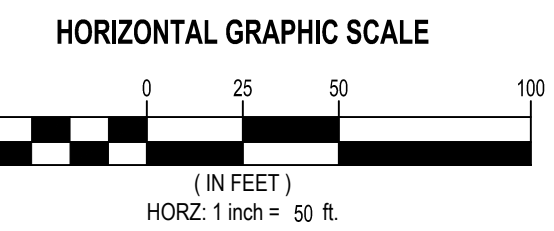
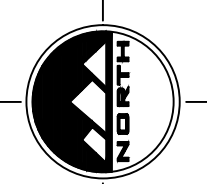
WEST QUARTER CORNER OF SECTION 16, T3S, R4W, S16BM (FOUND 3" TOOELE COUNTY SURVEYOR BRASS MON. W/ RING & LID, DATED 2009)

POINT OF BEGINNING FOUND BAR AND CAP

SOUTHWEST CORNER OF SECTION 16, T3S, R4W, S16BM (FOUND 3" TOOELE COUNTY SURVEYOR BRASS MON. W/ RING & LID, DATED 2009)

**KEY NOTES**

- 1 SET STREET MONUMENT PER TOOELE CITY STANDARDS AND SPECIFICATIONS
- 2 FOUND STREET MONUMENT



**LEGEND**

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT TO BE SET
- SECTION CORNER
- 5/8"x24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED 'ENSGN ENG. & LAND SURV.' TO BE PLACED AT ALL OTHER LOT AND BOUNDARY CORNERS
- P&DE PUBLIC UTILITY AND DRAINAGE EASEMENT
- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- ADJACENT RIGHT OF WAY LINE
- TANGENT LINE

**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(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 \_\_\_\_\_ A.D. 20\_\_\_\_.

ROCKY MOUNTAIN POWER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DOMINION ENERGY**

DOMINION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE 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 DOMINION RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

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

DOMINION ENERGY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**TOOELE CITY COUNCIL**

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

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ATTEST: CITY RECORDER

**DEVELOPER**  
 HOWARD SCHMIDT  
 PO BOX 95410  
 SOUTH JORDAN, UTAH  
 801-859-9449

**SHEET 1 OF 1**

PROJECT NUMBER: 7563A  
 MANAGER: D. KINSMAN  
 DRAWN BY: R. FISH  
 CHECKED BY: D. KINSMAN  
 DATE: 12/5/2019



**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 SURVEYOR**  
 17 16  
 20 21  
 2009

**TOOELE CITY CORPORATION**

**ORDINANCE 2020-11**

**AN ORDINANCE OF TOOELE CITY REPEALING TOOELE CITY CODE CHAPTER 1-20 REGARDING THE DEPARTMENT OF ENGINEERING.**

WHEREAS, Tooele City Code Chapter 1-20 established the Department of Engineering and provides for the appointment and duties of a City Engineer, the Chapter being enacted by Ordinance 1978-18 on July 13, 1978; and,

WHEREAS, in 2000 the in-house City Engineer was promoted to the new position of Director of the Public Works Development, the City established a Community Development Department, and the City retained the independent contractor services of Paul Hansen dba Paul Hansen Associates LLC, Contract City Engineer; and,

WHEREAS, it is appropriate to periodically examine and update antiquated provisions of the City Code to reflect current City organization and practice; and,

WHEREAS, it is recommended that TCC Chapter 1-20 be repealed in favor of engineering functions being performed by contract under the direction of the Mayor in support of the Public Works Department, the Community Development Department, and other administrative departments; and,

WHEREAS, Exhibit A reflects the recommended repeal:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 1-20 (Engineer) is hereby repealed.

This Ordinance is necessary for the immediate preservation of the peace, health and safety of Tooele City and shall take effect immediately upon publication.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.



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, Tooele City Attorney

## Exhibit A

Proposed Repeal of TCC Chapter 1-20

**CHAPTER 20. ENGINEER (Repealed.)**

**1-20-1. Duties. (Repealed.)**

**1-20-1. Duties. (Repealed.)**

~~The Engineer shall be the head of the Department of Engineering in which shall be assembled the functions of the water supply, sewage disposal, garbage removal, street maintenance and repair, parks, building inspection of all varieties, enforcement of planning and zoning regulations, the abatement of nuisances, and such other duties and functions as may be assigned by ordinance. The Engineer shall license all construction as required by ordinance and shall collect the required fees therefore. (Ord. 78-18, 07-13-78)~~

## **TOOELE CITY CORPORATION**

### **ORDINANCE 2020-15**

#### **AN ORDINANCE OF TOOELE CITY AMENDING THE TOOELE CITY POLICIES AND PROCEDURES MANUAL.**

WHEREAS, Section 40 of the Tooele City Policies and Procedures manual (the “Manual”) provides that the Manual “may be amended by the two-thirds vote of the Policies and Procedures Recommendation Committee and the subsequent approval of the Mayor and City Council” by ordinance of the City Council; and,

WHEREAS, the Policies and Procedures manual Recommendation Committee and the Mayor recommend for City Council approval the amendments described below; and,

WHEREAS, the Policies and Procedures Section 0: About this Manual, Part A3 recognizes that the Manual cannot and does not address all circumstances and situations in which Tooele City Corporation employees might find themselves, nor does it describe all policies, procedures, and practices that might affect the employment relations; and,

WHEREAS, the Policies and Procedures manual contains no clause or guidance regarding highly unusual, unprecedented, or emergency circumstances or that allow for temporary modification to such policies and procures in time of emergency; and,

WHEREAS, the COVID-19 pandemic has the potential to significantly impact the Tooele City workplace for reasons such as lack of child care, personal illness, caring for an ill family or household member, lack of adequate leave, and similar concerns; and,

WHEREAS, Tooele City recognizes that in such circumstances, it is prudent and responsible for Tooele City to be able to quickly adapt to the changing circumstances and recommendations from state and local officials and to support and encourage the Tooele City workforce to follow the recommendations; and,

WHEREAS, Tooele City recognizes it is a direct reimbursable employer for unemployment benefits, and if employees file for and are approved unemployment benefits, the City will incur costs, which in turn impose fiscal challenges to the Tooele City budget, in meeting unemployment requirements; and,

WHEREAS, Tooele City desires to provide temporary assistance to employees and flexibility to employees and managers during this unprecedented time regarding CVOD-19 implications; and,

WHEREAS, the Mayor and human resource staff have evaluated Tooele City’s policies and procedures to identify possible barriers that may dissuade employees from following the recommendations of state or local officials and/or that may lessen the

burden on employees who are impacted by circumstances related to COVID-19; and,

WHEREAS, as part of a proactive emergency planning approach, the Tooele City administration is requesting authorization from the City Council to allow the Administration to make temporary modifications to some of the City's policies and procedures as deemed necessary, responsible, and prudent relating to COVID-19:

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

1. Authorization is given to the Mayor to make temporary modifications to existing leave policies as deemed responsible and needed as the COVID-19 circumstances change.
2. This authorization given to the Mayor under this Ordinance shall be in place for the duration of Tooele City's COVID-19 emergency declaration, as issued by Mayor Winn, and as extended by the City Council.
3. The temporary changes the Mayor may consider include any combination of the following:
  - a. Allowing employees to use their sick leave for lack of day care provider due to COVID-19. This is currently an ineligible use of this benefit. If school closes or day care closes due to COVID-19, employees may be offered the option to use their sick leave if they need to be home.
  - b. Suspending the requirement that employees must exhaust all paid leave prior to being placed on an unpaid leave of absence/unpaid FMLA status for up to 14-days due to COVID-19 circumstances. Without this suspension authority, employees may choose to come to work when they should not because they do not want to exhaust their available paid leave. With this modification, employees may be given the choice to take unpaid leave due to COVID-19.
  - c. Suspending the order of use requirements for compensatory-time, annual leave, and sick leave to allow employees the choice of which leave they want to use, in any order, due to COVID-19.
  - d. Authorizing employees an annual leave hours advance of up to 14-days due to COVID-19 circumstances. Under regular policy, employees may request a sick leave advance in an amount equal to what they would otherwise earn through the end of the calendar year. This may not cover the needed time to be away from the workplace. Also, there is no opportunity for an annual leave advance under current policy.
  - e. Allowing employees who support our school programs, such as crossing guards, to use available paid leave during the school closure if alternate work is not available to them. Currently, crossing guards are not allowed

to use paid leave for days they are otherwise not scheduled to work such as school breaks.

This ordinance is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage or otherwise, as indicated above, 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 \_\_\_\_\_, 2020.

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, Tooele City Attorney

## TOOELE CITY CORPORATION

### RESOLUTION 2020-18

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL DECLARING SURPLUS THE OLD POLICE STATION.**

WHEREAS, Tooele City has constructed a new police station at 50 North Garden Street with occupancy in March of 2020; and,

WHEREAS, the old police station at 323 North Main Street is excess to Tooele City's needs, and the City desires to sell the old police station both for needed one-time revenues and to return a tax-exempt commercial Main Street property to the tax rolls; and,

WHEREAS, UCA 10-8-2(4)(a) requires that before a municipality may sell a significant parcel of real property, it must hold a public hearing after at least 14 days' notice and accept public comment; and,

WHEREAS, the legislative intent of the state law public hearing requirement includes to allow a process for determining whether the property sale is in the public interest; and,

WHEREAS, TCC Chapter 1-25 defines a "significant parcel of real property" to mean "a single parcel of real property owned by Tooele City regardless of size or value"; and,

WHEREAS, the City Council held a duly-noticed public hearing on April 1, 2020, and accepted public comment:

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

1. the City Council hereby finds that the sale of the old police station is not inconsistent with or detrimental to the City's general plan documents and principles;
2. the City Council hereby finds that the sale of the old police station is in the public interest and will benefit the City through obtaining one-time sales revenues and ongoing commercial property tax revenues, as well as returning an important Main Street building to the private sector;
3. the City Council hereby declares the old police station to be surplus to the City's needs, and authorizes its sale.

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 \_\_\_\_\_, 2020.

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

**TOOELE CITY CORPORATION**

**RESOLUTION 2020-19**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A LISTING AGREEMENT WITH NEW WEST REALTY GROUP FOR THE OLD POLICE STATION.**

WHEREAS, Tooele City has constructed a new police station at 50 North Garden Street with occupancy in March of 2020; and,

WHEREAS, the old police station at 323 North Main Street is excess to Tooele City's needs, and the City desires to sell the old police station both for needed one-time revenues and to return a tax-exempt commercial Main Street property to the tax rolls; and,

WHEREAS, at the direction of the City Council, the City Administration developed a Request for Qualifications (RFQ) and circulated it on February 7, 2020, to two local realtors/brokers and four national/regional realtors/brokers, with an RFQ response deadline of March 1, 2020; and,

WHEREAS, the City received three RFQ responses; and,

WHEREAS, the Mayor and two members of the City Council reviewed and evaluated the RFQ responses, and the City Administration recommends that the City Council select New West Realty Group, LLC, with Michael J. Quarnberg, GRI, Principal Broker, to list the old police station for sale (see Mr. Quarnberg's RFQ response attached as Exhibit A); and,

WHEREAS, a listing agreement is attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the listing agreement for the sale of the old police station between Tooele City and New West Realty Group LLC is hereby approved, and the Mayor is hereby authorized to execute the same.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

New West Realty Group RFP Response

## Exhibit B

### Listing Agreement

## **NEW WEST REALTY GROUP, LLC**

**P. O. BOX 197**

**GRANTSVILLE, UTAH 84029**

**Michael J. Quarnberg, GRI**

**Principal Broker**

Thank you for the opportunity to list the commercial building situated at 323 North Main Street in Tooele, Utah. I feel honored to be one of the REALTORS ask to work for Tooele City, liquidating this real property to help further the value of the new Police Station, which, was sorely needed.

I have worked in the Real Estate industry since 1974. First working for John Poulsen at ERA as a residential sales agent. I then moved to Broker House Associates, becoming the Branch Broker managing 8 REALTORS. At this time, I moved into land and some commercial work. Listing and selling small buildings and commercial land in Tooele County. About 1989, we merged Broker House Associates with Mansell & Associates to give our REALTORS more of a presence in the County, and I became the Branch Broker for them. I was managing 10 REALTORS, and working in commercial, residential, and completing appraisals, as this was before they decided to license Appraisers. Around 1991, I went to work for Associated Title Company, Northern Division, as a Escrow Officer, and Marketing Manager. I was assigned both residential and commercial land and building closings for many of the properties in Tooele County. I have the ability and knowledge to understand Title and water issues on any type of property, especially commercial. I then went to work for Jay Kirk at Coldwell Banker Carriage West Realty, as an Associate Broker, working on new construction, land acquisition for both commercial and residential use, and working with Developers of subdivisions, both residential and commercial. I assisted Matthew Arbshay, with commercial properties in Tooele County, and other parts of Utah, listing, selling, and completing entitlements to increase the values. We were the premier commercial office in Tooele County. I worked with Jay Kirk on the sale of the property where Wal Mart, and other large retailers located in Tooele City. Some of the other Developers I assisted at the time were Roger Brockbank, and Nate Brockbank, Wind River Development, and others. I then opened a Century 21 office with some partners. Still working on commercial and residential sales. We merged that company with Century 21 McAfee, and I was the Branch Broker over 15 REALTORS, and working commercial properties.

I next worked with REMAX PLATINUM, as Associate Broker, and Commercial Specialist, working with numerous commercial projects in Tooele County. When REMAX PLATINUM was closed, I decided to open a new company, and NEW WEST REALTY GROUP, LLC was formed. Currently, I have 8 REALTORS working in the Company, and three of the REALTORS, and myself work in commercial properties. Some of the projects we have completed or are working to close, include the Tooele Beverage Building, which we sold to Randy's Transmissions. The Coldwell Banker Office building, which just sold to Mountain Meadows Insurance. The Harris Elementary School, which just went under contract. The La Fronterra building which is currently for sale. Two commercial lots in Grantsville sold last year. The Former Randy's Transmission building in Grantsville, sold last year, and we are currently leasing the new commercial build out on Hwy 112, just south of Maverick in Grantsville. Having numerous REALTORS on staff who understand commercial land and improvements, and how to market many different types of properties, really gives myself and my company the ability to understand the needs of a commercial client, whether purchasing or selling. Our reputation and professionalism speaks for the quality of work we bring to the table.

Some of the Commercial buildings I have personally worked on:

494 So. Main Tooele, Utah	432 So. Main Tooele, Utah
47 So. 100 West Tooele, Utah	27 So Main Tooele, Utah
17 So. Main Tooele, Utah	7 So. Main Tooele, Utah
26 West Vine Tooele, Utah	7 No Main Tooele, Utah
11 no. Main Tooele, Utah	23 No. Main Tooele, Utah
29 No. Main Tooele, Utah	398 No. Main Tooele, Utah
397 No. Main Tooele, Utah	493 No. Main Tooele, Utah
516- 532 No. Main Tooele, Utah	288 So Main Tooele, Utah
576 West Clark Grantsville, Ut	196 West Main Grantsville, Utah
58 West Main Grantsville, Utah	112 West Main Grantsville, Utah
235 East Main Grantsville, Utah	34 No Chruch St Grantsville, Utah

Our Company is ready and excited to go to work for Tooele City!

Best Regards,

  
Michael J. Quarnberg, GRI



## REQUEST FOR QUALIFICATIONS

Tooele City Corporation desires to sell on favorable terms a 9,200 square-foot building on a 0.52-acre site, located at 315 North Main Street, Tooele City. The building has been used for approximately 30 years as the home of the Tooele City Police Department. The City desires to list the sale of the property through a qualified realtor/broker.

Please submit a statement of the following and other relevant qualifications to Tooele City Attorney Roger Baker at [rogerb@tooelecity.org](mailto:rogerb@tooelecity.org) no later than March 1, 2020. No phone calls please.

- Experience selling commercial (not industrial) buildings in Utah.
- Experience selling commercial (not industrial) buildings in Tooele City/Tooele County.
- Commercial (not industrial) buildings sold in Tooele City/Tooele County.

The Tooele City Mayor and Council will evaluate the qualifications of respondents and decide in a public meeting whether to list the property, with whom, and on what terms. Thank you for your interest.

## Roger Baker

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**From:** Roger Baker  
**Sent:** Friday, February 07, 2020 11:02 AM  
**To:** Roger Baker  
**Subject:** Request for Qualifications  
**Attachments:** RFQ-old police station building.pdf

Tooele City is seeking responses to the attached Request for Qualifications (also pasted below) to list for sale its former police station building. Thank you for your interest.

Roger Baker  
Tooele City Attorney

### REQUEST FOR QUALIFICATIONS

Tooele City Corporation desires to sell on favorable terms a 9,200 square-foot building on a 0.52-acre site, located at 315 North Main Street, Tooele City. The building has been used for approximately 30 years as the home of the Tooele City Police Department. The City desires to list the sale of the property through a qualified realtor/broker.

Please submit a statement of the following and other relevant qualifications to Tooele City Attorney Roger Baker at [rogerb@tooelecity.org](mailto:rogerb@tooelecity.org) no later than March 1, 2020. No phone calls please.

- Experience selling commercial (not industrial) buildings in Utah.
- Experience selling commercial (not industrial) buildings in Tooele City/Tooele County.
- Commercial (not industrial) buildings sold in Tooele City/Tooele County.

The Tooele City Mayor and Council will evaluate the qualifications of respondents and decide in a public meeting whether to list the property, with whom, and on what terms. Thank you for your interest.

RFQ-Old Police Station  
Recipients:

Mountain West Commercial Real Estate  
Nichole Parkinson  
[nparkinson@mtnwest.com](mailto:nparkinson@mtnwest.com)

NAI Premier  
[contact@naipremier.com](mailto:contact@naipremier.com)

Windermere Commercial  
[staff@wincre.com](mailto:staff@wincre.com)

Colliers International  
Blake Rigby  
[Blake.Rigby@colliers.com](mailto:Blake.Rigby@colliers.com)

New West Realty Group  
Mike Quarnberg  
[mikeqrealestate@hotmail.com](mailto:mikeqrealestate@hotmail.com)

Steve Griffith  
Premier Realty  
[griffithlandcorp@gmail.com](mailto:griffithlandcorp@gmail.com)

# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE



**THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING  
DESIGNATED AGENCY BROKERAGE**

**THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE** ("Listing Agreement") is entered into by and between New West Realty Group LLC (the "Company") and TOOELE CITY CORPORATION (the "Seller").

**1. TERM OF LISTING.** The Seller hereby grants to the Company, including Michael J Quarnberg (the "Seller's Agent") as the authorized agent for the Company starting on the Effective Date as defined in section 17 below, and ending at 5:00 P.M. (Mountain Time) on the 19th day of March, 2021 (the "Listing Period"), the exclusive right to sell, lease, or exchange real property owned by the Seller, described as: 315 North Main Street Tooele, Utah 84074 Tax # 02-036-0-0011 (the "Property"), at the listing price and terms stated on the attached property data form (the "Data Form"), or at such other price and terms to which the Seller may agree in writing. In the event this Listing Agreement expires while the Property is under contract to be sold, the Company and Seller mutually agree that the Listing Period shall automatically extend until the under-contract transaction closes or is cancelled.

**2. BROKERAGE FEE.** If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller agrees to pay to the Company a brokerage fee in the amount of \$TBD and 6 % of such acquisition price (the "Brokerage Fee"). The Brokerage Fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) If a purchase, the date of recording of the Closing documents for the acquisition of the Property; (b) If a lease, the effective date of the lease; and (c) if an option, the date the option agreement is signed. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the Brokerage Fee shall be immediately due and payable to the Company. The Company is authorized to share the Brokerage Fee, as advertised on the Multiple Listing Service ("MLS"), with another brokerage participating in any transaction arising out of this Listing Agreement. The Company shall offer a buyer agent commission ("BAC") on the MLS of \$TBD or 3 % of the acquisition price. This amount may be modified only with the consent of the Seller. BROKERAGE FEES ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR MLS, OR IN ANY MANNER OTHER THAN BETWEEN THE COMPANY AND SELLER.

*Listing Price To BE: \$720,000.00*

Seller's Initials [     ]

**3. PROTECTION PERIOD.** If within 12 months after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the Brokerage Fee stated in Section 2, unless the Seller is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement.

**4. SELLER WARRANTIES/DISCLOSURES.** The Seller warrants to the Company that the individuals or entity listed above as the "Seller" represents all of the record owners of the Property. The Seller warrants that Seller has marketable title and an established right to sell, lease or exchange the Property. The Seller agrees to execute the necessary documents of conveyance. The Seller agrees to furnish buyer with good and marketable title, and to pay at Settlement, for a policy of title insurance in accordance with the terms of any real estate purchase contract entered into between buyer and Seller. The Seller agrees to fully inform the Seller's Agent regarding the Seller's knowledge of the condition of the Property. Upon signing of this Listing Agreement, the Seller agrees to personally complete and sign a Seller's Property Condition Disclosure form and Wire Fraud Alert Disclosure. The Seller agrees to indemnify and hold harmless the Seller's Agent and the Company against any claims that may arise from: (a) The

Seller providing incorrect or inaccurate information regarding the Property; (b) The Seller failing to disclose material information regarding the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; and the location of property lines; and (c) Any injuries resulting from any unsafe conditions within the Property.

## 5. AGENCY RELATIONSHIPS.

**5.1 Duties of a Seller's Agent.** By signing this Listing Agreement, the Seller designates the Seller's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Seller to locate a buyer for the Property. The Seller authorizes the Seller's Agent or the Broker to appoint another agent in the Company to also represent the Seller in the event the Seller's Agent or the Broker will be unavailable to service the Seller. As agents for the Seller, they have fiduciary duties to the Seller that include loyalty, obedience, full disclosure, confidentiality, reasonable care, and any other duties required by law.

**5.2 Duties of a Limited Agent.** The Seller understands that the Seller's Agent and the Broker may now, or in the future, be agents for a buyer who may wish to negotiate a purchase of the Property. Then the Seller's Agent and the Broker may be acting as Limited Agents - representing both the Seller and buyer at the same time. A Limited Agent has fiduciary duties to both the Seller and the buyer as required by law. However, some of those duties are "limited" because the agent cannot provide to both parties undivided loyalty, confidentiality and disclosure. For this reason, the Limited Agent is bound by a further duty of neutrality. Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other - for example, the highest price the buyer will offer, or the lowest price the Seller will accept. However, the Limited Agent will be required to disclose information given to the agent in confidence by the other party if failure to disclose such information would be a material misrepresentation regarding the Property or regarding the ability of the parties to fulfill their obligations. The Seller is advised that neither the Seller nor the buyer is required to accept a limited agency situation in the Company, and each party is entitled to be represented by its own agent. In the event a limited agency situation arises, the Seller's Agent and the Broker, as applicable, may only act as Limited Agents based upon a separate Limited Agency Consent Agreement signed by the Seller and buyer.

**6. PROFESSIONAL ADVICE.** The Company and the Seller's Agent are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide the Seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. The Seller is advised not to rely on the Company, or any agents of the Company, for a determination regarding the physical or legal condition of the Property. If the Seller desires advice regarding: (a) Past or present compliance with zoning and building code requirements; (b) Legal or tax matters; (c) The physical condition of the Property; (d) This Listing Agreement; or (e) Any transaction for the acquisition of the Property, the Seller's Agent and the Company strongly recommend that the Seller obtain such independent advice. If the Seller fails to do so, the Seller is acting contrary to the advice of the Company. Any recommendations for third-party services made by the Company or the Seller's Agent do not guarantee the Seller's satisfaction in the use of those third-party services and should not be seen as a warranty of any kind as to the level of service that will be provided by the third parties. The Seller is advised that it is up to the Seller in the Seller's sole discretion to choose third-party services that meet the needs of the Seller and not to rely on any recommendations given by the Company or the Seller's Agent.

**7. DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after a Closing, related to this Listing Agreement shall first be submitted to mediation through a mediation provider mutually agreed upon by the Seller and the Company. Each party agrees to bear its own costs of mediation. If mediation fails, any other remedies available at law shall apply.

**8. ATTORNEY FEES/GOVERNING LAW.** Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Seller's employment of the Company under this Listing Agreement (whether before or after a Closing), the Seller agrees to indemnify the Company and the Seller's Agent from all costs and attorney fees incurred by the Company and/or the Seller's Agent in pursuing and/or defending such action. This Listing Agreement shall be governed and construed in accordance with the laws of the State of Utah.

**9. ADVERTISING/SELLER AUTHORIZATIONS.** The Seller authorizes the Company and the Seller's Agent to advertise the Property for sale through any printed and/or electronic media deemed necessary and appropriate by the Seller's Agent and the Company, including, but not limited to, each MLS in which the Company participates. The Seller agrees that any advertising the Seller intends to conduct, including print and/or electronic media, shall first be approved in writing by the Seller's Agent. The Seller further agrees that the Seller's Agent and the Company are authorized to:

- (a) Disclose to the MLS after Closing, the final terms and sales price for the Property consistent with the requirements of the MLS;
- (b) Disclose to the MLS the square footage of the Property as obtained from (check applicable box):  
 County Records  Appraisal  Building Plans  Other  
(explain) \_\_\_\_\_
- (c) Obtain financial information from any lender or other party holding a lien or interest on the Property;
- (d) Have keys to the Property, if applicable;
- (e) Have an MLS or local board of Realtors® approved/endorsed security key-box installed on the Property. If the Seller authorizes the Broker, or Seller's Agent, to install a non-MLS or local board of Realtors® approved/endorsed security key-box on the Property, Seller acknowledges that it may not provide the same level of security as the MLS or local board of Realtors® approved/endorsed security key-box;
- (f) Hold Open-Houses at the Property;
- (g) Place for sale, sold, or other similar signs ("Signs") on the Property (i.e., the only Signs on the Property shall be that of the Company);
- (h) Order a Preliminary Title Report on the Property;
- (i) Order a Home Warranty Plan, if applicable;
- (j) Communicate with the Seller for the purpose of soliciting real estate related goods and services during and after the term of this Listing Agreement; and
- (k) Place the Earnest Money Deposit into an interest-bearing trust account with interest paid to the Utah Association of Realtors® Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state.

**10. PERSONAL PROPERTY.** The Seller acknowledges that the Company has discussed with the Seller the safeguarding of personal property and valuables located within the Property. The Seller acknowledges that the Company is not an insurer against the loss of or damage to personal property. The Seller agrees to hold the Company harmless from any loss or damage that might result from any authorizations given in Section 9.

**11. ATTACHMENT.** Seller's Property Condition Disclosure form, the Data Form and Wire Fraud Alert Disclosure are incorporated into this Listing Agreement by this reference. There  ARE  ARE NOT additional terms contained in an Addendum attached to this Listing Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Listing Agreement by this reference.

**12. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA").** The sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under FIRPTA. A "foreign person" may include a non-resident alien individual, foreign corporation, foreign partnership, foreign trust and foreign estate. Seller warrants and represents to the Company and to the Seller's Agent, that Seller  IS  IS NOT a "foreign person" as defined by the Internal Revenue Code and its associated regulations. If Seller is not a foreign person, Seller agrees, upon request, to deliver a certification to Buyer at closing, stating that Seller is not a foreign person. This certification shall be in the form then required by FIRPTA. If FIRPTA applies to you as Seller, you are advised that the Buyer or other qualified substitute may be legally required to withhold a substantial percentage of the total purchase price for the Property at closing and remit that amount to the IRS. If Seller is a foreign person as defined above, and Seller does not have a US Taxpayer Identification number, Seller agrees to prepare to apply for a US Taxpayer Identification number.

**13. EQUAL HOUSING OPPORTUNITY.** The Seller and the Company shall comply with Federal, State, and local fair housing laws.

**14. ELECTRONIC TRANSMISSION & COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of this Listing Agreement and any addenda, and the retransmission of any signed electronic

transmission, shall be the same as delivery of an original. This Listing Agreement and any addenda may be executed in counterparts.

**15. DUE-ON-SALE.** Certain types of transactions may trigger what is commonly referred to as a "due-on-sale" clause. A "due-on-sale" clause typically states that the Seller's lender or mortgagee may call the loan due and payable in full if the Seller participates in certain types of transactions. These types of transactions may include, but are not limited to, transactions where: (a) The sale of the property does not result in the underlying debt being paid in full; (b) The parties enter into a seller-financed transaction; (c) A lease option agreement is entered into; or (d) Any other unauthorized transfer of title to the Property has occurred without the lender's consent. The Seller understands that if any underlying encumbrances or mortgages on the Property contain a "due-on-sale clause," and the "due-on-sale" clause is triggered, the lender may call the entire unpaid balance of the loan immediately due.

**16. ENTIRE AGREEMENT.** This Listing Agreement, including the Seller's Property Condition Disclosure form, Data Form, the Wire Fraud Alert Disclosure, and any additional addendum, contain the entire agreement between the parties relating to the subject matter of this Listing Agreement. This Listing Agreement may not be modified or amended except in writing signed by the parties hereto.

**17. EFFECTIVE DATE.** This Listing Agreement is entered into and is effective as of the date: (a) The Seller and the authorized Seller's Agent or Broker have signed this Listing Agreement; and (b) The authorized Seller's Agent or Broker has received a mutually signed copy of this Listing Agreement (the "Effective Date").

**THE UNDERSIGNED** hereby agree to the terms of this Listing Agreement.

_____	_____	_____
(Seller's Signature)	(Address/Phone)	(Date)
_____	_____	_____
(Seller's Signature)	(Address/Phone)	(Date)

ACCEPTED by the Company

by: \_\_\_\_\_  
(Signature of Authorized Seller's Agent or Broker) (Date)

This form is COPYRIGHTED by the UTAH ASSOCIATION OF REALTORS® for use solely by its members. Any unauthorized use, modification, copying or distribution without written consent is prohibited. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

## COMMERCIAL REAL PROPERTY SELLER'S PROPERTY CONDITION DISCLOSURES

**SELLER'S AGENT – Complete only the following section**

The "Seller" TOOELE CITY CORPORATION

*If the Property's owner of record is a business entity, please list the name of the business entity.*

The "Signer": \_\_\_\_\_

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

*Printed full name of business entity representative.*

*Full business title of entity representative.*

The "Property": 315 North Main Street, Tooele, Utah 84074 Tax # 02-036-0-0011

The "Seller's Brokerage": New West Realty Group LLC

### NOTICE FROM THE SELLER'S BROKERAGE

The Buyer and the Seller are advised that the Seller's Brokerage and its agents are trained in the marketing of real estate. Neither the Seller's Brokerage nor its agents are trained or licensed to provide the Buyer or the Seller with professional advice regarding the physical condition of the Property, legal compliance of the Property, or any tax matters. **The Seller's Brokerage and its agents strongly recommend that in connection with any offer to purchase the Property, the Buyer and the Seller obtain the professional services of any legal or tax advisors, property inspectors, surveyors, and any other professionals necessary to satisfy the Buyer and the Seller as to the condition of the Property.** Neither the Seller's Brokerage nor its agents make any representations or warranties regarding the physical or legal condition of the Property through this disclosure. Accordingly, the Buyer and the Seller are advised not to rely on the Seller's Brokerage, or its agents, for a determination regarding the physical or legal condition of the Property.

### INSTRUCTIONS TO SELLER

Seller's diligence in reviewing and providing detailed disclosure of relevant information on this form will help reduce the risk of litigation and liability after Closing. This form is intended to assist the Seller in making Seller's disclosure.

**The Seller is obligated under law to disclose to the Buyer any material defects actually known to the Seller that adversely affect the use or value of the Property.** All disclosures made herein are made based upon the knowledge of

\_\_\_\_\_ (name), the \_\_\_\_\_ (title) of the Property (herein, "Knowledge").

The Buyer will rely on the information provided herein to determine whether to purchase the Property. The Seller is not required to conduct new investigations in order to answer any of the following questions, and is not required to answer any questions not required to be answered under the purchase and sale agreement or pursuant to applicable law. Accordingly, if any question is unclear, or if the Seller is unsure how to respond to a question, the Seller should seek the advice of legal advisor if Seller is concerned about the correct response.

In the blank space provided at the end of this Disclosure, please provide a description of any defect or condition in the Property not previously disclosed to Buyer in writing of which the Seller has knowledge; that would not be apparent to ordinary persons without specialized knowledge in construction or real estate; and that would influence the decision of a person of ordinary intelligence to purchase the Property. When describing any past or present problems, malfunctions, or defects, please include the location of the problem, date, nature of the problem, and any actions taken to remedy the problem. Mark N/A if a question does not apply to the property.



	YES*	NO	N/A
* If Yes, please explain the nature, location, extent, names, dates, etc., as applicable. Please attach additional pages as needed.			
<b>1. INSPECTIONS AND REPORTS</b>			
a. Do you know of any inspections or reports done by independent experts prior to or during your ownership of the Property (such as geotechnical, environmental, survey, roof, mechanical, fire)? Please list and provide dates and subject matter.			
<b>2. ROOF</b>			
a. Do you know of any past or present roof leaks? If so, please describe nature and location of such leaks.			
b. Other than roof leaks, do you know of any past or present problems or defects with the roof (such as structural, damages, etc.)?			
c. Do you know the approximate date of any roof inspections? If so, when?			
d. Do you know if there is a roof guarantee or warranty presently in place on the roof? If so, please attach hereto copies of any guarantees or warranties in your possession.			
<b>3. STRUCTURES &amp; EQUIPMENT</b>			
a. Do you know of any problems with, or damage or defects to the foundation or walls of the Property (such as cracks, settling, sliding, heaving, etc.)?			
b. Do you know of any structural or other problems with exterior materials and structures, including but not limited to any parking lot?			
c. Do you know of any past or present problems with any of the operating equipment and/or systems (such as fire sprinkling system, heating, air conditioning, intercom, media system, security system, smoke alarm, water heater, attic vent fans, insulation, or propane tanks)?			
d. Do you know of any past or present problems located on the Property (such as grass sprinkler system, rain gutters, driveways or parking areas)?			
e. Do you know of any past or present problems with any equipment located on the interior of any building or similar structure located on the Property (such as ceiling fans, elevator, flooring, skylights, or other fixtures)?			
f. Do you know of any improvements made on the Property without required government approvals (such as certificates of occupancy, four-way inspections, building permits)?			
<b>4. UTILITIES, PLUMBING, &amp; DRAINAGE</b>			
a. Do you know of any past or present problems with utility service to the Property or with any of the utility service systems (such as water, gas, electrical, plumbing, sewer, telephone reception, etc.)?			
b. Do you know of drainage problems or standing water at any time of the year on the Property?			
c. Do you know if the Property is connected to the public sewer?			
<b>5. WATER</b>			
a. Do you know what the source of the culinary (and secondary, if not the same) water is to the Property? (Such as well, spring, private, municipal)			
b. Do you know if the water quality and/or flow rate been tested? If so, when and what were the results?			
c. Do you know of any past or present problems with any water service provided to the Property by the water service provider?			
d. Do you know if a well is presently located on the Property? If so, do you know what is the water right number for the well?			

	YES*	NO	N/A
* If Yes, please explain the nature, location, extent, names, dates, etc., as applicable. Please attach additional pages as needed.			
<b>6. ENVIRONMENTAL &amp; SOILS</b>			
a. Do you know if this site does now or ever did contain tanks or other hazardous materials buried underground? If so, please detail (such as what it was, when it was tested, when it was removed).			
b. Do you know if there have been any hazardous materials released in the soil or groundwater or other contamination on the Property, or adjacent properties? If so, please detail.			
c. Do you know of any past or current soil problems (such as collapsible or expansive soils, slides or soil instability, etc.), in this Property or neighboring properties?			
d. Do you know if the Property is affected by any Air Quality Board Regulations and, if so, how?			
e. Do you know if there is now, or ever has been any asbestos containing materials on the Property (such as floor tiles, pipe insulation, acoustic ceilings)?			
f. Do you know of any past or present infestation problems with the Property (such as termites, dry rot, mold, rodents, or pests on or affecting the Property)?			
g. Do you know if there are any wetlands located on the Property?			
h. Do you know if there have been remediation efforts undertaken with respect to any of the above-mentioned environmental, soil, or other conditions listed herein? If so, please detail.			
i. Do you know if the Property has a monitoring well? If so, who is responsible for paying for monitoring well testing? When was the monitoring well last tested, and by whom was it tested?			
<b>7. CURRENT ISSUES AFFECTING PROPERTY</b>			
a. Do you know of any pending governmental actions having an impact on the Property? If so, please detail.			
b. Do you know if the Property is located in any special service or improvement districts, or assessment areas?			
c. Do you know of any existing or threatened proceedings, (such as condemnation proceedings, proceedings relating to parking, access or adjacent roads, etc.), that might affect the Property?			
d. Do you know if there is any existing or threatened litigation affecting the Property? Are there any past or present violations of law or regulation, or of restrictive covenants relating to the Property?			
e. Do you know if the current use of the Property is in compliance with zoning requirements or permit conditions?			
f. Do you know if the Property is in conflict with current ADA or other similar handicap code requirements?			
<b>8. BOUNDARIES &amp; COVENANTS</b>			
a. Do you know if there are any improvements on the Property which encroach onto any adjoining properties, or any improvements on adjoining properties which encroaches onto the Property?			
b. Do you know if there are any unrecorded easements affecting the Property?			
c. Do you know if there are any disputes relating to such encroachments or easements?			
d. Do you know if the Property is subject to any restrictions (such as Declarants, restrictive covenants or CC&Rs)?			

	YES*	NO	N/A
* If Yes, please explain the nature, location, extent, names, dates, etc., as applicable. Please attach additional pages as needed.			
e. Do you know if there are any assessment levied against the Property (such as HOA or agricultural assessments, Special Improvement Districts, etc.)?			
f. Do you know if any such assessments are past due? If so, please detail.			
<b>9. LEASES &amp; PROPERTY MANAGEMENT</b>			
a. Do you know if there are lease agreements currently affecting the Property?			
b. Do you know if there are property management agreements currently affecting the Property?			

The information contained herein is provided by the undersigned for distribution to prospective buyers. Seller(s) understand that real estate agents and their buyers will rely upon the accuracy of this information. Based on Seller's actual knowledge this information is correct and complete. Broker is authorized to deliver copies of this form to prospective buyers and their agents.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

Buyer(s) acknowledge that they have read and received a copy of the foregoing statement. Buyer(s) further acknowledge that no representations have been made to Buyer(s) by Seller or the real estate agents regarding the condition of the Property except as set forth in this statement and the Purchase Agreement.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date





**TOOELE CITY CORPORATION**

**RESOLUTION 2020-20**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE FOR CONDITIONAL USE PERMIT AND ZONING MAP AMENDMENT APPLICATIONS FEES.**

**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**, the Utah Code authorizes municipalities to impose exactions on new land use applications 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**, it is appropriate for Tooele City to pass on to applicants the costs incurred by the City to receive, process, review, and approve those application without excess burden on the City's General Fund; and,

**WHEREAS**, the proposed fees are based on estimates of the actual time and cost to receive, process, review, and approve the average application in Tooele City without establishing a system by which the City is routinely profiting from the acceptance of applications; and,

**WHEREAS**, the City Council discussed the fees for Conditional Use Permit and Zoning Map Amendment applications during its public and open work meeting of March 4, 2020; and,

**WHEREAS**, it remains prudent for the City to routinely review fees for applicability and revise the various fees identified in the Tooele City Fee Schedule as deemed necessary to adjust to changing costs and circumstances; and

**WHEREAS**, the City Administration proposes that the application fees established in the Tooele City Fee Schedule and charged to Conditional Use Permit and Zoning Map Amendment applications be revised as shown in Exhibit A:

**NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL** that the application fees for Conditional Use Permit and Zoning Map Amendment applications be revised as shown in Exhibit A and are hereby approved and shall be incorporated into the Tooele City Fee Schedule.

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

**IN WITNESS WHEREOF**, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

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



## Exhibit A

### Proposed Conditional Use Permit and Zoning Map Amendment Application Fees


**Conditional Uses**

Conditional Use Permit:	<del>\$750.00</del> <u>\$600.00</u>
Administrative Conditional Use Permit:	\$150.00
Permit Extension:	\$150.00
Permit Appeal:	\$150.00

**Zoning**

Zoning Map Amendment:	\$1,000.00 + \$100.00/acre <u>up to 50 acres</u> <u>regardless of application size</u>
Ordinance Text Amendment:	\$2,000.00

MEMORANDUM

To: Tooele City Council  
Cc: Debbie Winn, Mayor  
From: Jim Bolser, AICP, Director   
Date: February 26, 2020  
Re: Zoning Map Amendment Fees

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Subject:

When the City undertook the effort of comprehensively examining the fee structure for land use applications in 2015 and 2016, the Council found it appropriate to make adjustments to the fee schedule. Those adjustments included Zoning Map Amendment applications, see an excerpt of the currently-adopted fee schedule attached. One aspect that was not contemplated at that time, nor before, was the idea of an application being submitted that included a large enough area that the cost of the application fees would clearly outpace the effort needed to review the application. The fee structure is set up based on the average application knowing that there will be applications that the size or details of an application are such that massive fees would still not cover the City's cost of reviewing the application and vice versa. Where this kind of structure falters is when an application is so large that it crosses the tipping point into an imbalance where the City is making a profit on the application. The difficulty in this analysis is determining where that balance point lies since every application is unique and carries its own challenges and benefits that have to be analyzed. The staff is proposing making an amendment to the adopted fee schedule, not to change the fees required to apply for a Zoning Map Amendment, but place a cap on the amount of money an applicant would need to pay for such an application. Due to the few number of applications that approach this tipping point that are applicant initiated this analysis is further complicated to approach from a workload standpoint. The staff proposes to cap the calculation of fees for Zoning Map Amendment applications at 50 acres, regardless of the total acreage contained in the application, see the attached proposed amendment to the excerpt of the currently-adopted fee schedule.

As always, should you have any questions or concerns please feel free to contact me at any time.

**Conditional Uses**

Conditional Use Permit:	\$750.00
Administrative Conditional Use Permit:	\$150.00
Permit Extension:	\$150.00
Permit Appeal:	\$150.00

**Zoning**

Zoning Map Amendment:	\$1,000.00 + \$100.00/acre
Ordinance Text Amendment:	\$2,000.00

**General Plan / Master Plan**

Plan Map Amendment:	\$1,000.00 + \$100.00/acre
Plan Text Amendment:	\$2,000.00

**Reimbursements**

Latecomer's Application:	\$500.00
Administrative Fee:	10% collected agreement amount

**Administrative Review**

Zoning Compliance Letter:	\$75.00
Administrative Interpretation:	\$75.00

**Signs**

Permanent Sign Application:	Per IBC
Temporary Sign Application:	\$25.00
Violations:	see Code Enforcement and Nuisance Abatement

**Conditional Uses**

Conditional Use Permit:	\$750.00
Administrative Conditional Use Permit:	\$150.00
Permit Extension:	\$150.00
Permit Appeal:	\$150.00

**Zoning**

Zoning Map Amendment:	\$1,000.00 + \$100.00/acre <u><i>up to 50 acres</i></u> <u><i>regardless of application size</i></u>
Ordinance Text Amendment:	\$2,000.00

**General Plan / Master Plan**

Plan Map Amendment:	\$1,000.00 + \$100.00/acre
Plan Text Amendment:	\$2,000.00

**Reimbursements**

Latecomer's Application:	\$500.00
Administrative Fee:	10% collected agreement amount

**Administrative Review**

Zoning Compliance Letter:	\$75.00
Administrative Interpretation:	\$75.00

**Signs**

Permanent Sign Application:	Per IBC
Temporary Sign Application:	\$25.00
Violations:	see Code Enforcement and Nuisance Abatement

**TOOELE CITY CORPORATION**

**RESOLUTION 2020-21**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH JENSEN FAMILY LANDSCAPE FOR THE 400 WEST LANDSCAPE IMPROVEMENT PROJECT.**

WHEREAS, Tooele City desires to complete the public right-of-way landscaping on the east side of 400 West Street, located within the North Tooele City Special Service District, calling the project the 400 West Landscape Improvement Project (the "Project"); and,

WHEREAS, the City accepted public bids for construction of the Project in accordance with the procedures of §11-39-101 et seq., Utah Code Annotated, as amended, and received four bids (see bid tabulation attached as Exhibit A); and,

WHEREAS, the City Administration recommends selecting Jensen Family Landscape ("Jensen") as the lowest responsive, responsible bidder, with a bid of \$177,425.00; and,

WHEREAS, a written agreement with Jensen for the Project is attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit B) for the 400 West Landscape Improvement Project with Jensen Family Landscape, in the amount of \$177,425.00, is hereby approved, and that the Mayor is hereby authorized to sign the same.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

## Bid Tabulation



## Exhibit B

# Jensen Family Landscape Agreement

### 400 West Landscape Improvement Project, Bid Results

<b>CONTRACTOR</b>	<b>BID AMOUNT</b>
<b>Jensen Family Landscape</b>	<b>\$177,425.00</b>
<b>RBI</b>	<b>\$201,000.00</b>
<b>Arrow Landscape</b>	<b>\$247,463.80</b>
<b>ACE Landscape</b>	<b>\$243,619.50</b>

**DOCUMENT 00 52 00**

**AGREEMENT**

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: Jensen Family Landscape
- B. Address: 5373 Oswego Rd, Erda, UT 84074
- C. Telephone number: (435) 841-9900

**1.2 OWNER**

- A. The name of the OWNER is Tooele City Corporation

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**400 West Landscape Improvement Project**

**1.4 ENGINEER**

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
  - 1. Base Bid.
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
- C. An Agreement Supplement [\_\_\_\_\_] is, [] is not attached to this Agreement.

- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: One Hundred Seventy Seven Thousand Four Hundred Twenty Five Dollars (\$177,425.00).

## 2.2 CONTRACT TIME

- A. The Work shall be fully completed by October 15, 2020.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. \_\_\_\_\_

## 2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

## 2.4 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**  
Five Hundred dollars and 00 cents (\$ 200.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.
3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the

ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 200.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.
  
- D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

### **PART 3 EXECUTION**

#### **3.1 EFFECTIVE DATE**

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

#### **3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT**

- A. CONTRACTOR's signature: \_\_\_\_\_
- B. Please print name here: \_\_\_\_\_
- C. Title: \_\_\_\_\_
- D. CONTRACTOR's Utah license number: \_\_\_\_\_

**Acknowledgment**

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

\_\_\_\_\_  
Notary's signature

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My commission expires:

Notary's seal

**3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

- A. OWNER's signature: \_\_\_\_\_
- B. Please print name here: \_\_\_\_\_
- C. Title: \_\_\_\_\_

ATTEST:

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

S E A L

APPROVED AS TO FORM

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

END OF DOCUMENT

**TOOELE CITY CORPORATION**

**RESOLUTION 2020-22**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BROKEN ARROW, INC. TO INSTALL WATER SERVICES AND METERS ASSOCIATED WITH THE 400 WEST LANDSCAPE IMPROVEMENT PROJECT.**

WHEREAS, the City Council has awarded the 400 West Landscape Improvement Project ("Project") to Jensen Family Landscape by the approval of Resolution 2020-21, to complete the public right-of-way landscaping on the east side of 400 West Street, located within the North Tooele City Special Service District; and,

WHEREAS, as a prerequisite for the Project, the City plans to install two 2-inch culinary water services, with meters, meter vaults, and related appurtenances ("Facilities"); and,

WHEREAS, the City is not required to comply with the bid the procedures of §11-39-101 et seq., Utah Code Annotated, due to the cost of the Facilities being below the triggering thresholds in the state statute, and has selected the local general contracting firm of Broken Arrow, Inc., to install the Facilities (see Broken Arrow proposal attached as Exhibit A); and,

WHEREAS, the cost of the Facilities installation by Broken Arrow is \$36,645.98; and,

WHEREAS, a written agreement with Broken Arrow for the Facilities is attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit B) with Broken Arrow for the Facilities, in the amount of \$36,645.98, is hereby approved, and that the Mayor is hereby authorized to sign the same.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

### Broken Arrow Facilities Proposal

## Exhibit B

### Broken Arrow Agreement

**Bid To :**

Darwin Cook  
 Tooele City Corporation  
 90 N. Main St.  
 Tooele, UT, 84074  
 Phone: 435-843-2109  
 Fax: 435-843-2109  
 Email : DarwinC@TooeleCity.org  
**Project :** # 671 Tooele City - Overlake  
 Improvements



**GENERAL CONTRACTOR**

**Broken Arrow Inc.**

8960 Clinton Landing Road  
 Lake Point, UT 84074

Prep By: Travis Loader  
 Date : 3/10/2020  
 Office: 801-355-0527  
 Mobile: 435-840-4727  
 Email: tloader@brokenarrowusa.com

SUMMARY OF SERVICES	SUMMARY OF BID ITEMS			BID AMOUNT	
Broken Arrow is pleased to submit this estimate for the scope of work outlined below. Our estimate is based upon information provided by Tooele City.  Exclusions: CQC Testing & Inspection Surveying Permits and/or Bonds Dewatering Construction Water	<b>200 WATER MAIN INSTALLATION</b>			36,645.98	
	<b>PROPOSAL TOTAL</b>			36,645.98	
	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>AMOUNT</b>
	<b>200 WATER MAIN INSTALLATION</b>				
	Provide & Install 2-Inch Culinary Water Service Complete (Includes: Saw Cutting, Asphalt Demo, Excavation, Mainline Connection, 2" Meter Vault, Bedding, Backfill, Sidewalk Repair, & Asphalt T-Patch)	2.00	EA	14,472.21	28,944.41
	2-Inch Conduit Directional Bore Under 1500 N. @ 400 W. (Includes: Bore Pit Excavation, Boring, 2" Conduit Installation, & Landscape Repairs)	1.00	EA	7,701.57	7,701.57
				<b>SUBTOTAL</b>	<b>36,645.98</b>
				<b>ESTIMATE TOTAL :</b>	<b>\$36,645.98</b>

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

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and Broken Arrow, Inc. of 8960 Clinton Landing Road, Lake Point, Utah 84074, a Corporation, (hereinafter “Contractor”) enter into this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (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:  
*Provide & Install two (2) 2-inch culinary water services, with meter vaults and related appurtenances, associated with the 400 West Landscape Improvement Project.*
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 Thirty Six Thousand Six Hundred Forty Five Dollars and Ninety Eight Cents (\$36,645.98) 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 within **45** Days of the Notice to Proceed.
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.

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

TOOELE CITY CORPORATION

BROKEN ARROW, LLC

\_\_\_\_\_  
Debra E. Winn, Tooele City Mayor

\_\_\_\_\_  
Signature  
Print Name/Title: \_\_\_\_\_  
\_\_\_\_\_

Attest:

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

SEAL

Approved as to form:

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

(Revised 05/24/2017)



**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 2020-23**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH MOUNTAIN STATES FENCE TO INSTALL A PERIMETER FENCE AT THE TOOELE CITY CEMETERY.**

WHEREAS, the City Council and City Administration desire to install a six-foot-tall perimeter fence ("Fence") at the Tooele City Cemetery; and,

WHEREAS, the City complied with the bid the procedures of §11-39-101 et seq., Utah Code Annotated, as well as Tooele City procurement policy, and received two bids, one from United Fence for \$241,377 and one from Mountain States Fence for \$144,162 (see Mountain States Fence bid proposal attached as Exhibit A); and,

WHEREAS, the City Administration proposes to contract with Mountain States Fence, lowest responsive, responsible bidder, to install approximately 4,215 linear feet of Ameristar brand Montage ornamental steel fence; and,

WHEREAS, a written agreement with Mountain States Fence is attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit B) with Mountain States Fence for the Fence, in the amount of \$144,162, is hereby approved, and that the Mayor is hereby authorized to sign the same.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

# Mountain States Fence Proposal

## Exhibit B

### Mountain States Fence Agreement



**MOUNTAIN STATES FENCE**

3737 SOUTH 500 WEST - SALT LAKE CITY, UTAH 84115 - (801) 261-4224 - 1-800-873-3623 - FAX (801) 261-4509

**WE PROPOSE TO PERFORM THE FOLLOWING DESCRIBED WORK IN ACCORDANCE WITH THESE TERMS AND CONDITIONS INCLUDING THOSE PRINTED ON PAGE 2. WHICH UPON YOUR ACCEPTANCE CONSTITUTES YOUR OFFER TO PURCHASE.**

QUOTATION TO:	NAME: Tooele City	DATE: 3/11/2020
	ADDRESS: 90 N. Main Street	PROPOSAL NO: TV031120
	Tooele, UT 84074	PRICE EFFECTIVE UNTIL: 4/10/2020
ATTN: Darwin	Re: Cemetery Fencing 6' Tall (revised)	
PHONE: (435) 841-7708	CELL:	
FAX:	EMAIL: <a href="mailto:darwinc@tooelecitey.org">darwinc@tooelecitey.org</a>	POI/CONTRACT NUMBER:

DESCRIPTION OF MATERIAL:	TYPE	OVERALL HEIGHT	STRANDS B/W	MESH & GAUGE	FABRIC SELVAGE	LINE POSTS	POST SPACING	TOP RAIL	CENTER RAIL	BOTTOM RAIL	Gate Frame
	N/A	6'					8' Max				

**NOTE:** This proposal includes Non-Stock, Special Order material. Mountain States Fence will require payment for those materials immediately upon ordering.

DESCRIPTION OF WORK:	JOB #	PRICES ARE VALID FOR 30 DAYS
		4,160 LF of 6' tall Ameristar Montage, Classic style (spear top) 3-rail fencing
		55 LF of 4' tall Ameristar Montage, Majestic style (flat top) 2-rail fencing
		<i>Materials &amp; Labor</i> ..... \$128,374.00
		4 ea. man gates @ \$935.00/gate ..... \$3,740.00
		1 ea. 16' wide rolling gate ..... \$1,328.00
		320 LF of 6' fence plated in existing wall ..... \$10,720.00
		<b>Total</b> ..... \$144,162.00
		<b>**Removal of existing fence, by others</b>
		<b>**Does not include repair or replacement of existing concrete wall</b>
		<b>*If Worker's Comp Waiver of Subrogation is required add \$250.00</b>
		Thirty days after the date of this quotation and, due to volatility in the steel markets, material prices quoted are subject to change without notice and may be increased in direct proportion to price increases incurred by Mountain States Fence prior to delivery. This is an integral part of this quotation and is intended to become part of any subsequent purchase order or contract.

PRICES FOB:	ROUTE VIA:	Prices are FOB Job Site if Installed
QUOTATION PREPARED BY:	<b>Tyler Vass</b>	

**PURCHASER, PLEASE SIGN AND ACKNOWLEDGE ACCEPTANCE ON PAGE 2.**

(SIGNATURE DENOTES ACCEPTANCE OF TERMS AND CONDITIONS.)

**THIS PROPOSAL SPECIFICALLY EXCLUDES SITE CLEARING, GRADING, SURVEYING, GROUNDING, ELECTRICAL WORK, AND THE LOCATING OF UNDERGROUND UTILITY LINES.**





**A M N**

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and MOUNTAIN STATES FENCE of 3737 South 500 West, Salt Lake City, (hereinafter “Contractor”) enter into this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”).

**N a a a A a**

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

1. Disclaimer of Right of Control. Contractor shall perform its duties competently according to this Agreement and industry standards.
  
3. Compensation.
  - a. Rate. The City shall pay the Contractor the sum of **6** 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 **Ma** .
  
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 and as applicable under 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. Jury Trial Waiver. The Parties waive any right to a jury trial in a dispute arising under or related to this Agreement.

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

## Attachment 1

### Scope of Work

- Install fencing per manufacturer's recommendations and specifications.
- Provide vehicle gate post at 9 openings at: Garden and Skyline, Garden and Tanner, Garden and Stone, 400 South and Shields, 100 East and Clegg, 100 East and Records office, 200 East and Atkin, 200 East and Clegg, 200 East and Shields.
- Install a 16-foot rolling gate at 100 East and Records office service road.
- Install four man gates at 200 East and approximately 290 South, 400 South at approximately 80 East, 100 East and approximately 384 South, 100 East and approximately 325 South.
- Contractor is responsible for all utility location and marking (Blue Stakes) and for maintaining marking during the length of the contract.
- Contractor will provide all material for fence installation.
- Contractor will provide all needed traffic control, if needed.
- Contractor will remove any unused overburden to a site approved by the City.
- Post holes will be properly leveled to surrounding ground elevation.
- Contractor will replace and/or repair, as necessary, any damaged landscaping outside of the posthole application.
- Weather permitting, the contractor will complete the installation of fence before Memorial Day 2020.
- All Existing Fence will be removed by Tooele City by April 15, 2020.

**A**  
March 4, 2020

Tooele City Planning Commission  
Business Date: March 11, 2020

Planning Division  
Community Development Department

**a** Andrew Aagard, City Planner / Zoning Administrator

<b>a</b>	<b>-</b>	<b>a</b>	<b>a</b>
Application No.:		P19-935	
Applicant:		Joe Garlington, representing Garlington Development, LLC	
Project Location:		Approximately 810 North 520 East	
Zoning:		R1-7 Residential Zone	
Acreage:		22.3 Acres (Approximately 971,388 ft <sup>2</sup> )	
Request:		Request for approval of a Final Plat Subdivision in the R1-7 Residential zone regarding the creation of 87 single-family residential lots.	

**A** **N**

This application is a request for approval of a Final Plat for approximately 22.3 acres located at approximately 810 North 520 East. The property is currently zoned R1-7 Residential. The applicant is requesting that a Preliminary Plan be approved to allow for the subdivision of the property into 87 single-family residential lots.

**ANA**

***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. All surrounding properties are zoned R1-7 Residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

***Subdivision Layout.*** The subdivision proposes to create 87 single-family residential lots ranging in size from 7000 square feet up to 13,000 square feet. Each lot within the subdivision meets the minimum lot frontage and lot width requirements as required by the R1-7 Residential zoning code. The subdivision will connect to existing stub streets at 620 East and 690 East as well as 7<sup>th</sup> Street. All roads within the subdivision will be dedicated public rights-of-way.

The Middle Canyon drainage runs almost the entire width of the property along the northern lots adjacent



to Wolverhampton Way. Middle Canyon drainage does infrequently flood during major weather events but usually does not have any water. Due to the infrequent flooding, portions of the lots on the north side of Wolverhampton Way are located within the special flood hazard area and each lot will need to obtain and provide a flood plain development permit prior to construction. There is also a note on the plat indicating this requirement as well.

A storm water management basin labeled as Parcel B is located at the northwest corner will collect storm water generated by impervious areas within the development. This storm water basin will be landscaped by the developer and ultimately dedicated to Tooele City for ownership and maintenance upon acceptance by the Tooele City Council. Landscaping within the pond will consist of a more drought tolerant buffalo grass sod, 21 deciduous trees and an in-ground irrigation system.

The developer will be required to improve their side and up to 30 feet of asphalt on 7<sup>th</sup> Street as is typically required by City code of new developments.

Fencing. The subdivision does not result in any areas where fencing is required by ordinance.

Previous Conditions of Approval. During the Preliminary Plan review stage for this request, the Planning Commission placed conditions on that approval of the request. Those conditions were as follows:

1. Provide final revised copy of the HEC Flow Model which reflect all proposed modifications to site grading and drainage plan, as well as any impact to 100 year flood plain limits.
2. Provide a copy of the geotechnical report and confirm that unconsolidated soils are addressed and shown on the final subdivision plans.
3. Correct the location of the storm drain line in 520 East so that it is not in conflict with the existing water line.
4. All roadway cross sections shall be corrected to show an 8" minimum road base.
5. Modify riprap shown on plans to match new detail information added with sheet C-504.

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.

---

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 with the following comments:

1. All lots within the subdivision meet or exceed minimum ordinance requirements for lot development in the R1-7 zone.
2. The stormwater detention basin will be landscaped by the developer and ultimately turned over to Tooele City for ownership and maintenance.

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. Subdivision do not require a public hearing and therefore are not required to be publicly noticed.

A                  M M N A          N          

Staff recommends approval of the request for a Final Plat Subdivision by Joe Garlington, representing Garlington Development, LLC, application number P19-935, subject to the following conditions:

6. 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.
7. 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.
8. 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.
9. 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 Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.
6. The subdivision as proposed meets or exceeds all development standards for residential development as required by the Tooele City Development code.

          M                  M          N          

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the England Ridge Final Plat Subdivision Request by Joe Garlington, representing Garlington Development, LLC for the purpose of creating 87 single-family residential lots, application number P19-935, based on the findings and subject to the conditions listed in the Staff Report dated March 4, 2020:”

1. List any additional findings and conditions...

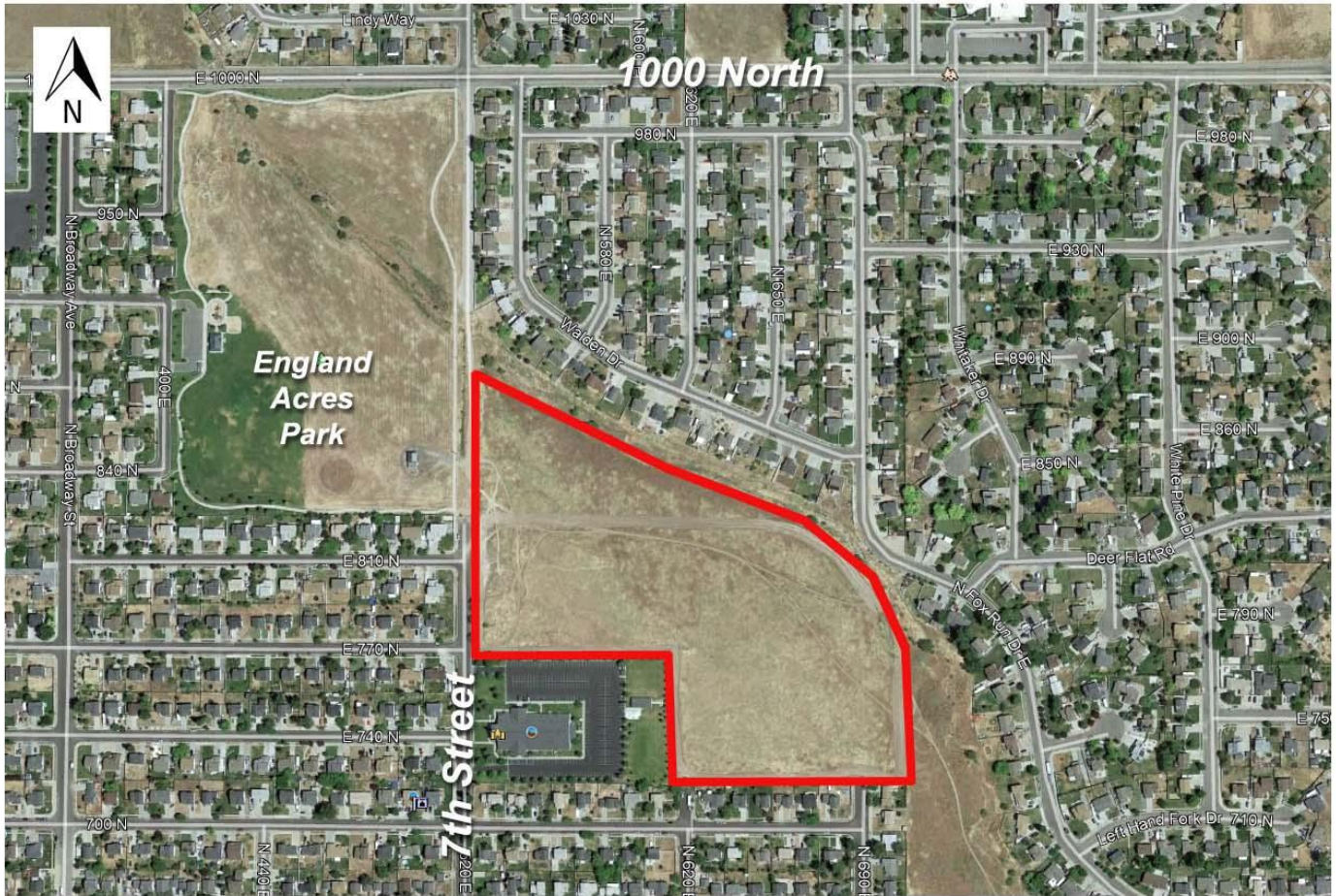
Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the England Ridge Final Plat Subdivision Request by Joe Garlington, representing Garlington Development, LLC for the purpose of creating 87 single-family residential lots, application number P19-935, based on the following findings:”

1. List findings...

A

MA N N N AN NA A N

### England Ridge Subdivision Final Plat



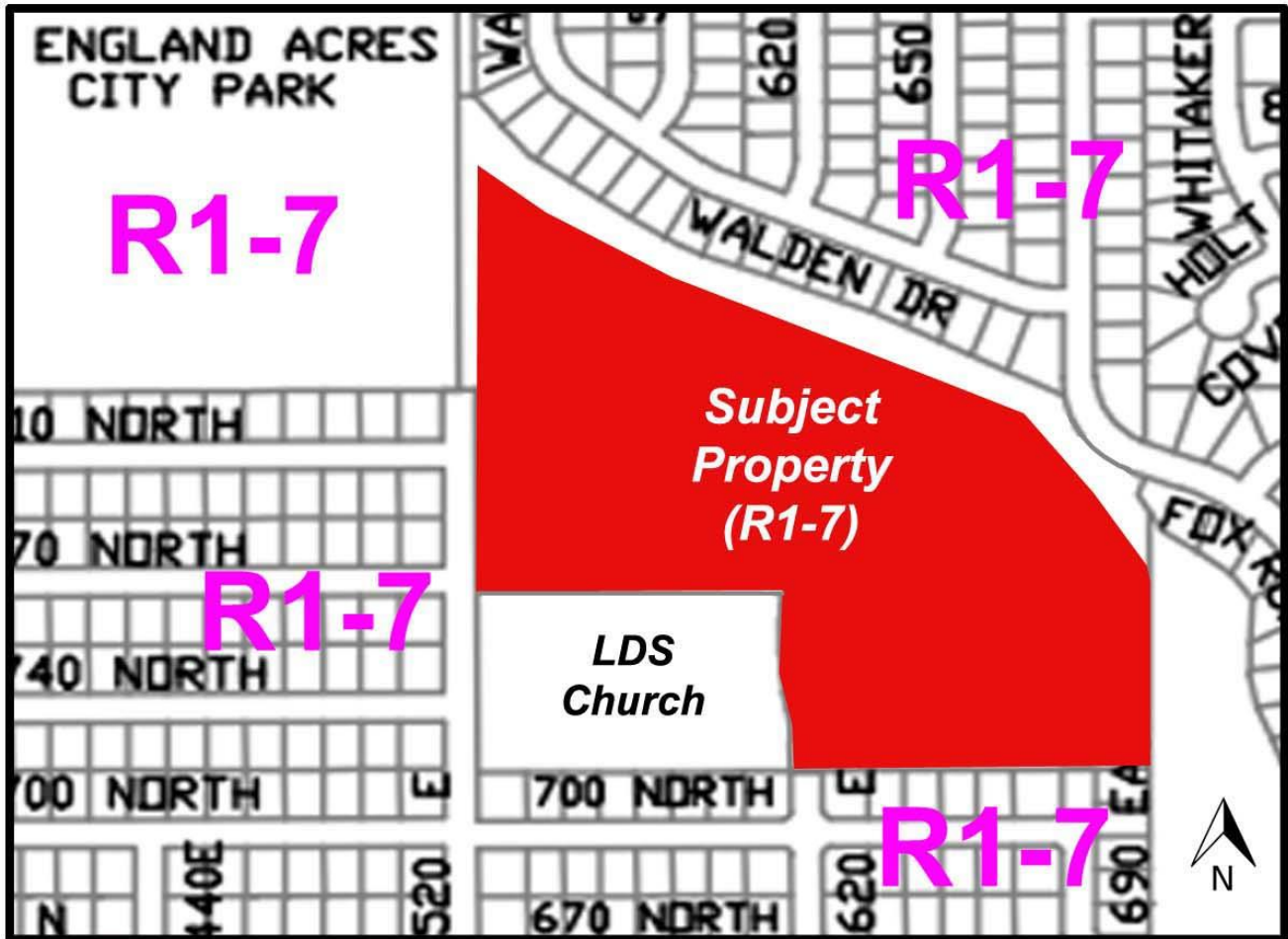
**Aerial View**

# England Ridge Subdivision Final Plat



**Aerial View**

**England Ridge Subdivision Final Plat**

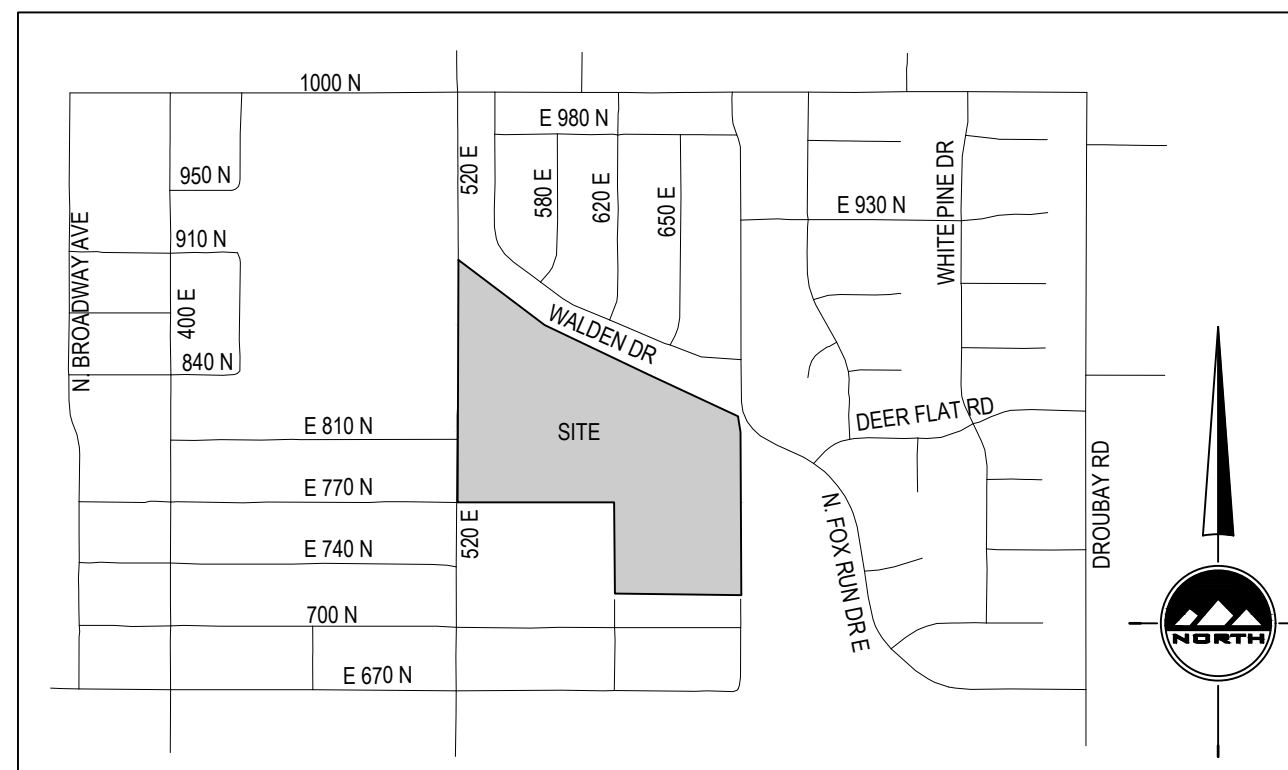


**Current Zoning**

**M N AN**

ENGLAND RIDGE SUBDIVISION
FINAL PLAT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH



VICINITY MAP
NOT TO SCALE

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, parcels, and streets, hereafter to be known as ENGLAND RIDGE SUBDIVISION and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

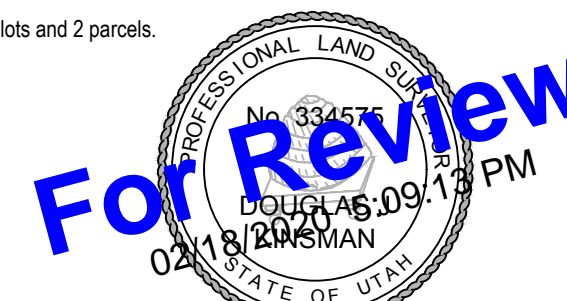
A parcel of land, situate in the Northwest and Southwest Quarters of the Northeast Quarter of Section 22, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the intersection of the northerly boundary of 'The Ridge Subdivision No. 4', as recorded July 14, 1999, in Book 578, at Page 620, under Entry no. 134256, in the Tooele County Recorder's Office, with the Quarter Section line, which is located South 0°13'54" East 1320.46 feet along the Quarter Section line from the North Quarter Corner of said Section 22, and running:

thence North 0°13'54" West 498.87 feet along the Quarter Section line, to the Southwestery line of the Middle Canyon Drainage parcel; thence South 39°57'39" East 108.09 feet along said Southwestery line; thence South 56°20'24" East 373.67 feet along said line; thence South 70°17'19" East 388.75 feet along said line; thence South 64°18'38" East 180.61 feet along said line; thence North 89°41'30" East 228.14 feet to the Southwestery boundary of the 'Canyon at Walden Hills Subdivision No. 3', as recorded June 3, 2002, in Book 758, at Page 312, under Entry no. 182363, in the Tooele County Recorder's office; thence South 64°18'38" East 47.83 feet along said boundary; thence Southwestery 216.89 feet along the arc of a 214.50-foot radius non-tangent curve to the left (center bears North 78°24'32" East, and the long chord bears South 40°31'54" East 207.59 feet, through a central angle of 57°52'52"), along said boundary; thence South 70°19'35" East 22.03 feet along said boundary, to the boundary of the 'Middle Canyon Estates Plat C' subdivision, as recorded January 15, 1997, in Book 446, at Page 338, under Entry no. 92767, in the Tooele County Recorder's Office; thence South 0°17'02" East 51.98 feet along said boundary, to the corner of said subdivision; thence South 0°15'42" East 360.36 feet to the Northeast corner of 'The Ridge - Plat C' subdivision, as recorded February 17, 1996, in Book 491, at Page 237, in the Tooele County Recorder's Office; thence South 89°39'49" West (South 89°39'28" West - record) 688.96 feet along the north boundary of said subdivision, to the Southeast corner of the LDS church property; thence North 0°20'32" West 63.16 feet along the easterly boundary of said LDS church property; thence Northwestery 53.86 feet along the arc of a 370.00-foot radius tangent curve to the left (center bears South 89°39'28" West, and the long chord bears North 5°17'13" West 63.78 feet, through a central angle of 9°53'22"), along said boundary; thence North 10°13'54" West 40.85 feet along said boundary; thence Northwestery 75.05 feet along the arc of a 430.00-foot radius tangent curve to the right (center bears North 79°46'06" East, and the long chord bears North 5°13'54" West 74.95 feet, through a central angle of 10°00'00"), along said boundary; thence North 0°13'54" West 79.24 feet along said boundary; thence Northeastery 54.03 feet along the arc of a 330.00-foot radius tangent curve to the right (center bears North 89°46'06" East, and the long chord bears North 4°27'31" East 53.97 feet, through a central angle of 9°22'50"), along said boundary; thence West 588.02 feet along the North boundary of said church property, to the East boundary of said 'The Ridge Subdivision No. 4', and the East line of 520 East Street; thence North 0°13'54" West 422.04 feet along said boundary and street, to the 40-acre line; thence South 89°48'12" West 33.11 feet along said 40-acre line, to the Point of Beginning.

Parcel contains: 974,308 square feet or 22.37 acres, 87 lots and 2 parcels.

Date: Douglas J. Kinsman
License no. 334575



PROPERTY LINE CURVE TABLE with columns: CURVE, RADIUS, LENGTH, DELTA, BEARING, CHORD. Rows include PC1, PC2, PC3, PC4.

CURVE TABLE with columns: CURVE, RADIUS, LENGTH, DELTA, BEARING, CHORD. Rows include C1 through C28 and totals.

CURVE TABLE with columns: CURVE, RADIUS, LENGTH, DELTA, BEARING, CHORD. Rows include C29 through C56 and totals.

CURVE TABLE with columns: CURVE, RADIUS, LENGTH, DELTA, BEARING, CHORD. Rows include C57 through C82 and totals.

LINE TABLE with columns: LINE, BEARING, LENGTH. Rows include L1 through L23 and totals.

CENTERLINE CURVE TABLE with columns: CURVE, RADIUS, LENGTH, DELTA, BEARING, CHORD. Rows include CL1 through CL18 and totals.

ROCKY MOUNTAIN POWER COMPANY

- 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(A)(C)(III) 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 APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE 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 DOMINION RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

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

DOMINION ENERGY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TOOELE CITY COUNCIL

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

ATTEST: CITY RECORDER

DEVELOPER
ANDERSON DEVELOPMENT
9537 SOUTH 700 EAST
SANDY, UT 84070
JOE GARLINGTON
801-999-0267

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH J.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 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

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

SALT LAKE CITY
Phone: 801.255.0529
LAYTON
Phone: 801.541.1100
CEDAR CITY
Phone: 435.851.1633
RICHFIELD
Phone: 435.898.2983

SHEET 1 of 2

PROJECT NUMBER: 8806
MANAGER: J. CLEGG
DRAWN BY: R. FISH
CHECKED BY: D. KINSMAN
DATE: 2/18/2020

ENGLAND RIDGE SUBDIVISION
FINAL PLAT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH

COUNTY SURVEY DEPARTMENT APPROVAL
APPROVED THIS \_\_\_ DAY OF \_\_\_, 20\_\_ BY TOOELE COUNTY SURVEY DEPARTMENT. RECORD OF SURVEY FILE #2019-XXXX
TOOELE COUNTY SURVEY DIRECTOR

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

COUNTY HEALTH DEPARTMENT APPROVAL
APPROVED THIS \_\_\_ DAY OF \_\_\_, 20\_\_ BY TOOELE COUNTY HEALTH DEPARTMENT.
TOOELE COUNTY HEALTH DEPT.

COMMUNITY DEVELOPMENT APPROVAL
APPROVED THIS \_\_\_ DAY OF \_\_\_, 20\_\_ BY COMMUNITY DEVELOPMENT.
TOOELE CITY COMMUNITY DEVELOPMENT

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

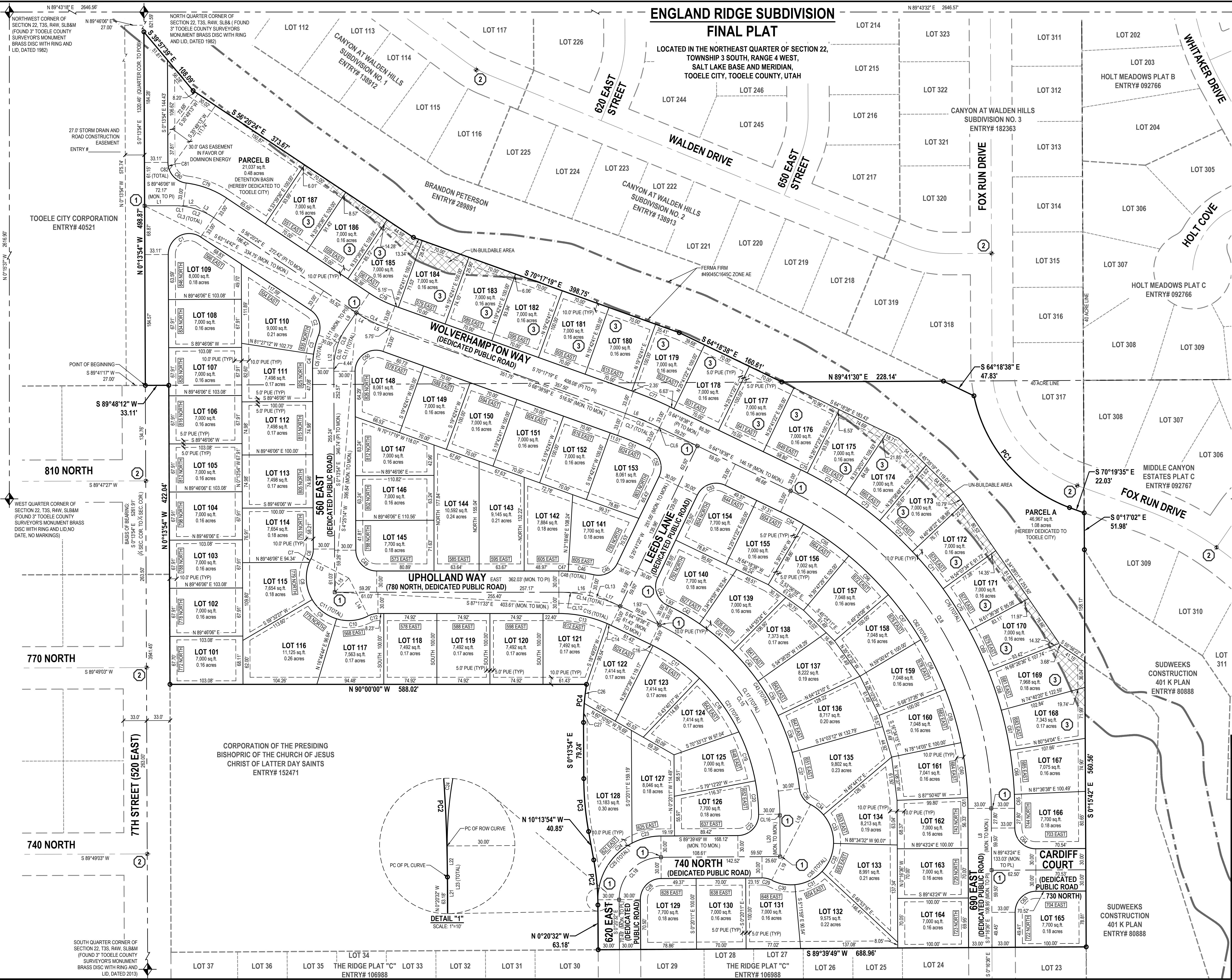
PLANNING COMMISSION APPROVAL
APPROVED THIS \_\_\_ DAY OF \_\_\_, 20\_\_ BY TOOELE CITY PLANNING COMMISSION.
CHAIRMAN TOOELE CITY PLANNING COMMISSION

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

# ENGLAND RIDGE SUBDIVISION

## FINAL PLAT

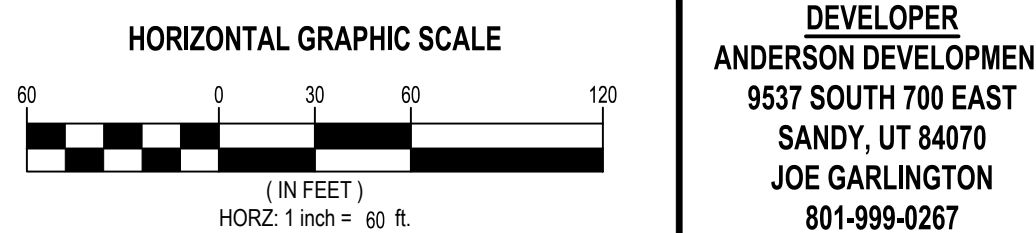
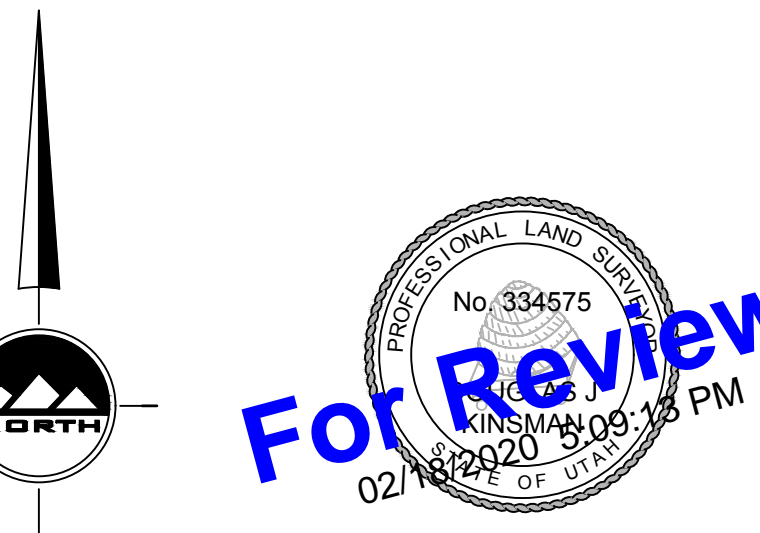
LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH



LEGEND	
	EXISTING STREET MONUMENT
	PROPOSED STREET MONUMENT TO BE SET
	SECTION CORNER
	5/8" X 3/4" REBAR WITH YELLOW PLASTIC CAP OR NAIL STAMPED "ENSIGN 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

- NOTES**
1. 5/8" X 3/4" REBAR AND CAP TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE INDICATED.
  2. UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY AND DRAINAGE EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES, AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.D.E. AT THE OWNERS EXPENSE. OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNERS EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.D.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.D.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.D.E.

- KEY NOTES**
- 1 SET STREET MONUMENT PER TOOELE CITY STANDARDS AND SPECIFICATIONS
  - 2 EXISTING STREET MONUMENT
  - 3 LOT TO OBTAIN FLOOD PLAN DEVELOPMENT PERMIT



**ENGLAND RIDGE SUBDIVISION FINAL PLAT**

LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

**TOOELE COUNTY RECORDER**

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

**TOOELE COUNTY RECORDER**

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



**DEVELOPER**  
ANDERSON DEVELOPMENT  
9537 SOUTH 700 EAST  
SANDY, UT 84070  
JOE GARLINGTON  
801-999-0267

**SHEET 2 of 2**

PROJECT NUMBER: 8806  
MANAGER: J. CLEGG  
DRAWN BY: R. FISMAN  
CHECKED BY: D. KINSMAN  
DATE: 2/18/2020

**TOOELE COUNTY RECORDER**

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

**TOOELE COUNTY RECORDER**

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

DETAIL "1"  
SCALE: 1"=10'

TOOELE CITY CORPORATION ENTRY# 40521  
CORPORATION OF THE PRESIDING BISHOPRIC OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS ENTRY# 152471  
THE RIDGE PLAT "C" ENTRY# 106988  
THE RIDGE PLAT "C" ENTRY# 106988  
SUDWEEKS CONSTRUCTION 401 K PLAN ENTRY# 80888  
SUDWEEKS CONSTRUCTION 401 K PLAN ENTRY# 80888  
SUDWEEKS CONSTRUCTION 401 K PLAN ENTRY# 80888  
SUDWEEKS CONSTRUCTION 401 K PLAN ENTRY# 80888  
SUDWEEKS CONSTRUCTION 401 K PLAN ENTRY# 80888



**A**  
March 5, 2020

Tooele City Planning Commission  
Business Date: March 11, 2020

Planning Division  
Community Development Department

**a** Andrew Aagard, City Planner / Zoning Administrator

<b>a</b>	<b>a</b>	<b>- a A</b>
Application No.:	P19-468	
Applicant:	Tyler Kukahiko	
Project Location:	1356 & 1342 East 420 South	
Zoning:	R1-12 Residential Zone	
Acreage:	.63 Acres (Approximately 27,442 ft <sup>2</sup> )	
Request:	Request for approval of a Subdivision Plat Amendment in the R1-12 Residential zone regarding relocation of a lot line between two existing lots.	

**A N**

This application is a request for approval of a Plat Amendment for approximately .63 acres located on the at 1356 & 1342 East 420 South. The property is currently zoned R1-12 Residential. The applicant is requesting that a Plat Amendment be approved thus shifting the lot line between two existing residential lots.

**ANA**

**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 R1-12 Residential zoning classification, supporting approximately 3 dwelling units per acre. The purpose of the R1-12 zone is to “provide for single family residential areas and single family dwelling units on larger individual lots. Additionally these districts are intended to allow and make available Rural Residential opportunities and agricultural uses protected from the encroachment of incompatible uses.” The R1-12 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation of the parcel. Properties to the north are zoned R1-12 as are properties to the south and west. Properties to the east are zoned R1-14. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

**Subdivision Layout.** The applicant is proposing a lot line adjustment of approximately 1.56 feet from its current location. The line will be shifted to the west. When a lot line is to be changed in a platted subdivision the subdivision plat must be amended. When re-location of a lot line is being considered staff must verify that no new non-conformities are created with the shifting of the lot line.

**Lot size:** Shifting the lot line to the west reduces the minimum square footage of lot 25 from 12,185 square feet to 12,000 square feet. 12,000 square feet is the smallest lot size permitted in the R1-12 Residential zone therefore the lot will still conform to the R1-12 zone requirements.

**Lot width:** The R1-12 requires all lots to be a minimum of 85 feet wide at the front setback line. This lot

will be 102 feet wide after the plat amendment is complete thus the lots will still conform to the R1-12 zoning ordinance.

**Building Setbacks:** The R1-12 zone requires 10 foot side yard setbacks for interior lots. Currently, the home on lot 25 has a 12 foot setback and the home on lot 24 has a 10 foot setback. The property line will be shifted approximately 1.5 feet to the west resulting in a 10.15 foot side yard setback for the home on lot 25 and an 11.5 foot side yard setback for the home on Lot 24. Both setbacks will still conform to the minimum requirements of the R1-12 zoning code.

**Public Utility Easements:** The five foot public utility easements will need to shift according to the lot line change. The proposed plat amendment demonstrates that the easement will be shifted accordingly.

It should be noted that the subdivision plat amendment will change the numbers of lots 25 and 24 to Lots 1 and 2 of the Loma Vista Subdivision Amended Plat.

*Criteria For Approval.* The criteria for review and potential approval of a Plat Amendment request is found in Sections 7-19-10 and 11 of the Tooele City Code. This section depicts the standard of review for such requests as:

---

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

1. The lot line adjustment does not result in any new non-conformities and both lots still maintain all minimum requirements for lots and easements as required by the R1-12 Residential zoning district.

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

*Noticing.* A subdivision plat amendment does not require a public hearing and therefore public noticing is not required.

    **A          MM N A    N**

Staff recommends approval of the request for Loma Vista Subdivision Plat Amendment request by Tyler Kukahiko, application number P19-468, 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.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.
6. The lot line adjustment does not result in any new non-conformities and both lots still maintain all minimum requirements for lots and easements as required by the R1-12 Residential zoning district.

M M N

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Loma Vista Subdivision Plat Amendment Request by Tyler Kukahiko, application number P19-468, based on the findings and subject to the conditions listed in the Staff Report dated March 5, 2020:”

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 Loma Vista Subdivision Plat Amendment Request by Tyler Kukahiko, application number P19-468, based on the following findings:”

1. List findings...

MA N N N MA A N A AM N M N A

**Loma Vista Subdivision Plat Amendment**



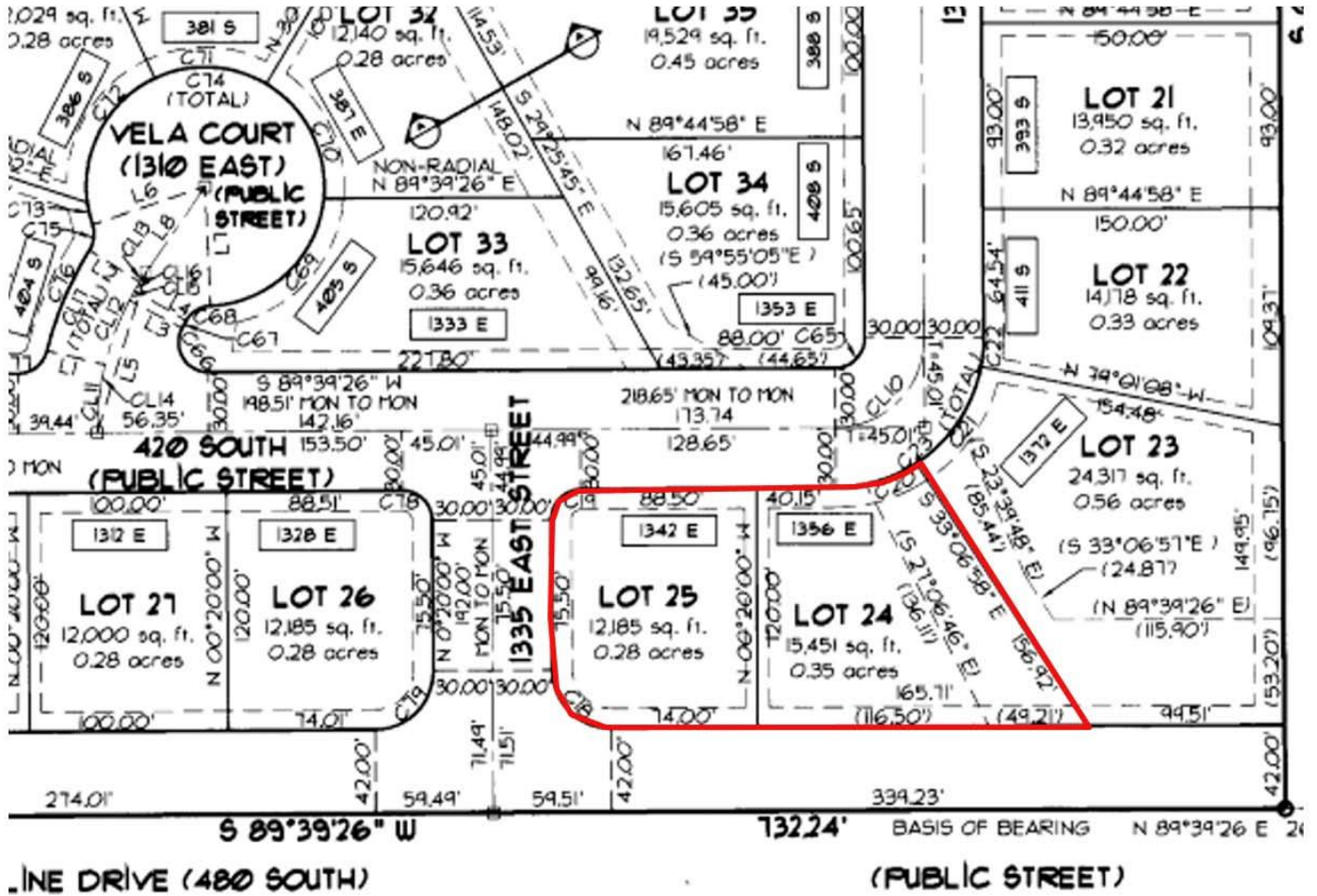
**Aerial View**

**Loma Vista Subdivision Plat Amendment**



**Aerial View**

### Loma Vista Subdivision Plat Amendment

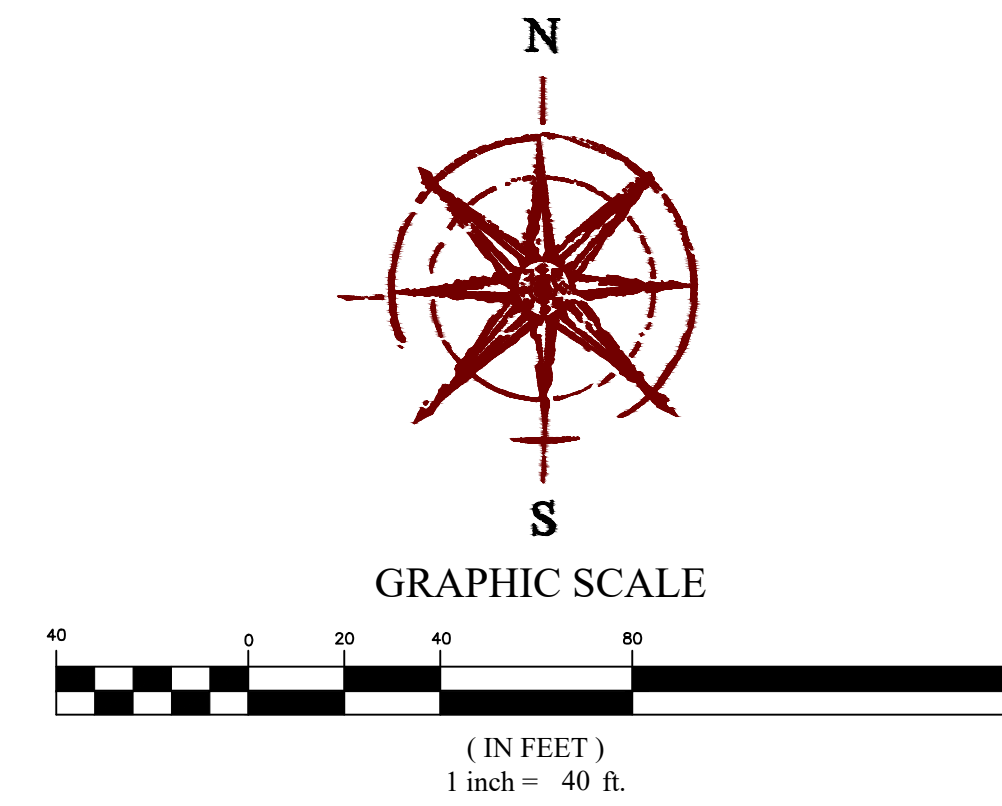


Current Condition of Lots

# LOMA VISTA SUBDIVISION AMENDED

## (VACATING AND RESUBDIVIDING LOTS 24 & 25, OF LOMA VISTA SUBDIVISION)

LOCATED IN THE SW1/4 OF SECTION 26, T3S, R4W,  
SALT LAKE BASE & MERIDIAN  
TOOELE CITY, TOOELE COUNTY, UTAH



### 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 also subdivided said tract of land into amended lots and easements, hereafter to be known as:

LOMA VISTA SUBDIVISION AMENDED  
(VACATING AND RESUBDIVIDING LOTS 24 & 25, OF LOMA VISTA SUBDIVISION)

and that the same has, or will be correctly surveyed 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 09/09/19

### BOUNDARY DESCRIPTION

All of Lots 24 & 25, LOMA VISTA SUBDIVISION according to the Official Plat thereof on file in the Office of the Tooele County Recorder, being more particularly described as follows:  
Beginning at the Southwest corner of Lot 102 of MURRAY SUBDIVISION AMENDED, according to the Official Plat thereof recorded in the Office of the Tooele County Recorder, said point being located S89°39'26"W along the Section line 1,426.28 feet and N00°21'26"W 42.00 feet from the South Quarter Corner of Section 26, Township 3 South, Range 4 West, Salt Lake Base & Meridian; thence S89°39'26"W along the Northernly right of way of Skyline Drive 239.71 feet; thence along the arc of a curve to the right having a radius of 29.50 feet a distance of 46.34 feet through a central angle of 90°00'34"; Chord: N44°39'43"E 21.21 feet; thence N0°20'00"W along the Easterly right of way of 1335 East Street 75.50 feet; thence along the arc of a curve to the right having a radius of 15.00 feet a distance of 23.56 feet through a central angle of 89°59'26"; Chord: N44°39'43"E 21.21 feet; thence S89°39'26"E along the Southerly right of way of 420 South Street 128.65 feet; thence along the arc of a curve to the left having a radius of 75.00 feet a distance of 42.90 feet through a central angle of 32°46'32"; Chord: N73°16'14"E 42.32 feet; thence S33°06'58"E along the southeasterly property line of Lot 102 156.92 feet to the point of beginning.

Contains: 0.63 acres +/-

### 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 AMENDED LOTS TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOWN AS

## LOMA VISTA SUBDIVISION AMENDED (VACATING AND RESUBDIVIDING LOTS 24 & 25, OF LOMA VISTA SUBDIVISION)

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.

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

SHENOM ALLRED \_\_\_\_\_ JASON CARTER \_\_\_\_\_

CARLY ALLRED \_\_\_\_\_ STACY L. CARTER \_\_\_\_\_

### ACKNOWLEDGMENT

STATE OF UTAH  
S.S.  
COUNTY OF \_\_\_\_\_

ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF \_\_\_\_\_ IN SAID STATE OF UTAH, \_\_\_\_\_ THE PERSON SIGNING THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN DESCRIBED.

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

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

### ACKNOWLEDGMENT

STATE OF UTAH  
S.S.  
COUNTY OF \_\_\_\_\_

ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF \_\_\_\_\_ IN SAID STATE OF UTAH, \_\_\_\_\_ THE PERSON SIGNING THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN DESCRIBED.

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.

TOOELE CITY COUNCIL MEMBER \_\_\_\_\_  
TOOELE CITY COUNCIL MEMBER \_\_\_\_\_  
TOOELE CITY COUNCIL MEMBER \_\_\_\_\_  
TOOELE CITY COUNCIL MEMBER \_\_\_\_\_

TOOELE CITY COUNCIL MEMBER \_\_\_\_\_  
TOOELE CITY COUNCIL MEMBER \_\_\_\_\_  
TOOELE CITY COUNCIL MEMBER \_\_\_\_\_  
ATTEST: CITY RECORDER \_\_\_\_\_

### COUNTY TREASURER

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_ BY THE TOOELE COUNTY TREASURER. PROPERTY TAXES DUE AND OWING HAVE BEEN PAID IN FULL.

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

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_  
ROS MAP # 06-0122-01  
TOOELE COUNTY SURVEY DEPARTMENT

### VICINITY MAP

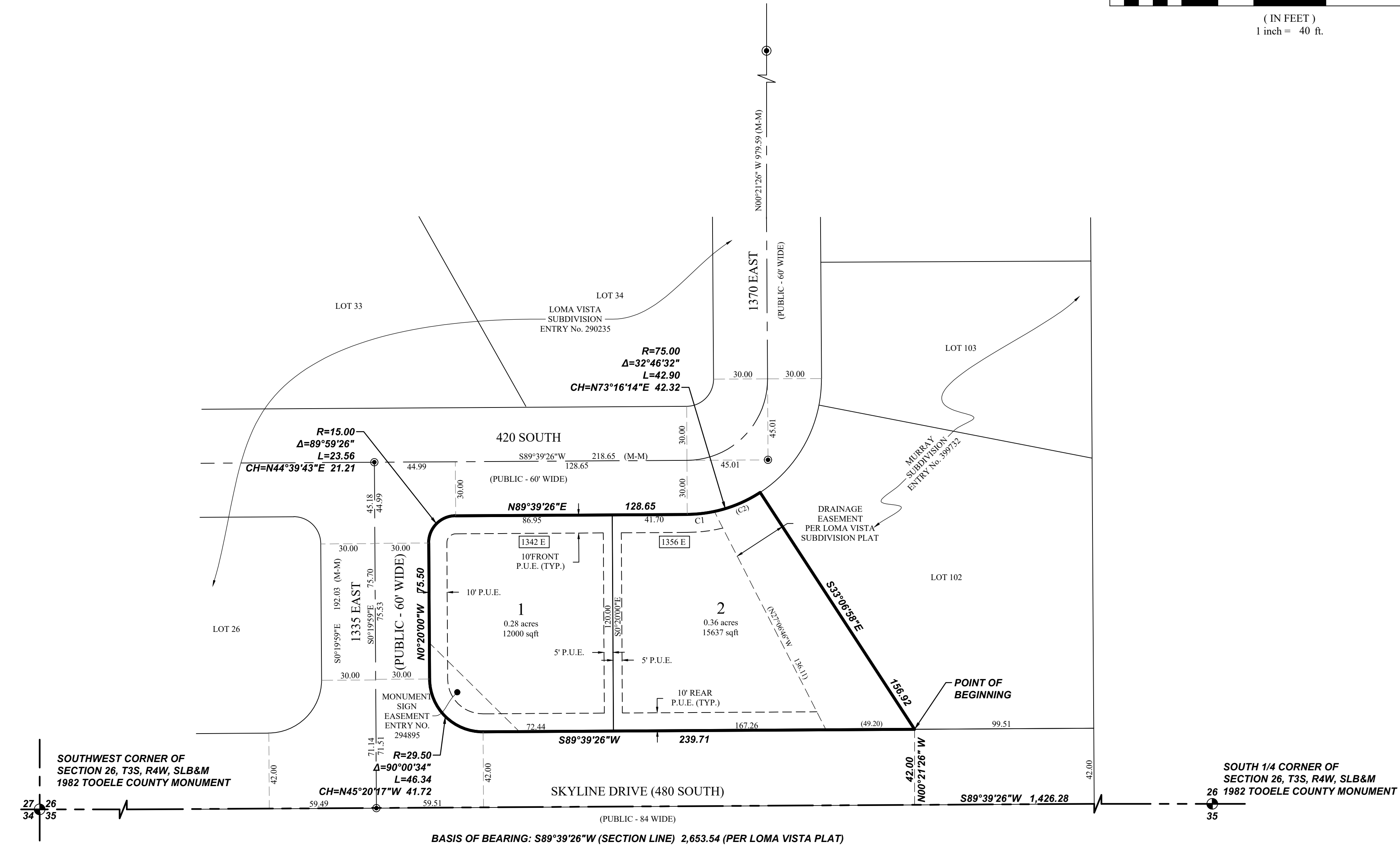
N.T.S.

LINE	DIRECTION	LENGTH

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
(C2)	75.00	21°11'32"	27.74	N67°28'50"E	27.58
C1	75.00	11°35'00"	15.16	N83°52'06"E	15.14

### 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.
- ... STREET MONUMENT (FOUND)



### 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 1-800-336-8532.

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_  
QUESTAR GAS COMPANY  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

### ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER, A DIVISION OF PACIFICORP APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER 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 ELECTRICAL UTILITIES SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ROCKY MOUNTAIN POWER AT 1-800-469-3981.

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_  
ROCKY MOUNTAIN POWER  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

PREPARED BY  
**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
6949 SOUTH HIGH TECH DRIVE SUITE 200  
MIDVALE, UT 84047 PHE (801) 352-0075  
www.focusatah.com

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

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

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

TOOELE COUNTY SURVEY DEPARTMENT  
APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_  
ROS MAP # 06-0122-01  
TOOELE COUNTY SURVEY DEPARTMENT

**LOMA VISTA SUBDIVISION AMENDED  
(VACATING AND RESUBDIVIDING LOTS 24 & 25,  
OF LOMA VISTA SUBDIVISION)**

LOCATED IN THE SW1/4 OF SECTION 26, T3S, R4W,  
SALT LAKE BASE & MERIDIAN  
TOOELE CITY, TOOELE COUNTY, UTAH

**TOOELE COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_  
STATE OF UTAH, COUNTY OF TOOELE, RECORDED & FILED AT THE REQUEST OF \_\_\_\_\_  
DATE \_\_\_\_\_ TIME \_\_\_\_\_  
FEE \$ \_\_\_\_\_ TOOELE COUNTY RECORDER

**Tooele City Council  
Work Session Meeting Minutes**

**Date:** Wednesday, February 19, 2020

**Time:** 6:00 p.m.

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

**City Council Members Present:**

Justin Brady  
Tony Graf  
Ed Hansen  
Scott Wardle  
Melodi Gochis

**City Employees Present:**

Mayor Debbie Winn  
Jim Bolser, Community Development Director  
Chief Ron Kirby, Police Department  
Roger Baker, City Attorney  
Steve Evans, Public Works Director  
Darwin Cook, Parks Department Director  
Glenn Caldwell, Finance Director  
Paul Hansen, City Engineer  
Cylee Pressley, Deputy Recorder  
Kami Perkins, Human Resource Director

**City Employees Excused:**

Michelle Pitt, City Recorder

Minutes prepared by Kelly Odermott

Chairman Wardle called the meeting to order at 6:04 p.m.

**1. Open City Council Meeting**

Chairman Wardle opened the City Council meeting.

**2. Roll Call**

Justin Brady, Present  
Tony Graf, Present  
Ed Hansen, Present  
Scott Wardle, Present



Melodi Gochis, Present

### 3. Mayor's Report

Mayor Winn stated Mr. Baker has put together some requests for qualifications for the sale of the old police station building and those have been sent out to be returned March 1<sup>st</sup>.

Mayor Winn stated that in the prior year there were several questions about the Middle Canyon Flood channel that was next to a development off Seventh street, near England Acres. There was a section of the property that was subdivided and the channel was taken out of the property and put up for auction by Tooele County. The individual who purchased the property is willing to sell the property at the cost of \$2,900. That is an excellent deal to take control of the channel and the City will not need to purchase the right-of-way.

Mayor Winn stated she received a card from Mayor Marshall, thanking the City for their support with the tragedy that just happened in Grantsville City.

Chairman Wardle asked if it would be possible for the Council to have one member on the selection committee for the requests of qualifications for the old police station. Will those be opened on the March 1<sup>st</sup>? Mr. Baker stated that he selected four Salt Lake City companies and two local companies, and requested the Realtors or brokers submit a response by March 1, if they are interested. Council Member Graf stated he would be interested in helping with the selection.

### 4. City Council Members' Report

Council Member Brady stated that he attended the Active Transportation Committee and he learned that there is a lot funding on the state and local level. He is still working on the overnight parking.

Council Member Gochis stated she was asked to be in charge of the 2020 Census and coordinating with other entities to reach the hard to reach populations. She stated that \$1,900 is returned to the State of Utah for every man, woman, or child that participates in the Census. In the previous Census, Tooele County was under represented. She stated that there has been a luncheon with local businesses and she has met with Census partners. Council Member Gochis stated that she had been in contact with a local advertisement Home Town Values and she is requesting funding to put in some advertisements. There will also be a social media campaign that would be \$500. The Census starts April 1<sup>st</sup>.

Mayor Winn stated that she is understanding that the Census group in Utah has money for marketing and asked Council Member Gochis to reach out to the state Census group about funding.

Chairman Wardle asked how much funding is being requested for advertisement. Council Member Gochis gave a cost breakdown of the different rates. The amount is around \$1000. Chairman Wardle stated it could probably be found in the budget. Council Member Gochis stated that the numbers are important because it affects redistricting for representatives in state legislature. The Council agreed to pay if funding cannot be found.

Council Member Gochis added that the Tooele City Arts Council has booked the Fridays on Vine. She has applied for the community change leadership classes through the Utah Department of Heritage and Arts.

Council Member Graf stated he is hoping to invite businesses to participate in the sign ordinance. He asked the Mayor if the staff could post it on the City website or Facebook page. He stated he wanted to do a thorough process and make the policy beneficial for all parties.

Council Member Hansen stated that he went to the homeless coordination council and the Railroad museum had a good meeting.

Chairman Wardle stated that he has met with Mr. Baker to draft the Council policies and hopefully those will be ready for review March 4<sup>th</sup>. There are changes to two ordinances for the final subdivision plat and the final recording in the public improvements.

## 5. Discussion

### ▪ Budget Discussion

Chairman Wardle invited Ms. Perkins to give her presentation to the Council on the Compensation Program.

Ms. Perkins gave a brief presentation on the compensation plans at the City. Included in the presentation are the interests in giving compensation, the tax base, the employees, and management and decision makers. The program needs to be affordable, but also sustainable. She defined the types of compensation for relational compensation, direct compensation, and indirect compensation. The City does a lead, lag compensation match which is defined as government tends to lag in compensation amounts, but leads in benefit packages. Tooele City has four types of pay systems, set pay system, salary schedules, hybrid plan, and contingent workforce. She stated she networks and compares wages through multiple sources. Every two years she attempts to do a comprehensive market study. She also briefly covered the costs of health insurance.

Chairman Wardle asked Ms. Perkins to explain performance evaluations. Ms. Perkins stated that each employee has a performance once a year. Policy and procedures require a 3 point to get a step increase.

Ms. Perkin stated that this year is a leap year, and will include an extra pay period. It will not incur extra costs for this year. In 2023 the leap year will incur extra costs and that will need to be budgeted. The extra payroll will be about \$400,000.

**Chairman Wardle recessed the Work Session Meeting to continue after the Business meeting at 6:55pm.**

**Chairman Wardle opened the City Council work session at 9:38pm**

- **Council of Aging**

Chairman Wardle stated that there was need for a representative on the Council of Aging and asked if anyone would like to service on the Council of Aging.

Council Member Brady stated that he would try to make the next meeting.

- **Irrigation Water Shares**

Mr. Hansen stated that this is an affirmation of policy as it relates to water shares; Tooele City Code Chapter seven title 26 Water Rights. In 2005, by ordinance Tooele began requiring convenience of water rights in satisfaction of the future demand for all new development in Tooele City. Over the past 15 years, there have been some minor modifications to those and one of the modifications is in 7-26-4, sub 6 entitled Secondary Water. The city code requires water rights, but the city has the sole right to consider the value of those water rights in terms of source, quantity, reliability, approval by the State engineers office, and many other factors. It has to be a municipal water right. Over the past several years there have been in very limited instances where individuals who have a single lot and have irrigation share, have not been required to provide municipal water and a provision in a code allows that to occur on a limited basis. In that case, the individuals would enter into an agreement with the City, hereby they affirmed that they have irrigation shares and those shares will only be used for outside watering and if it is found that they have not complied, they would be subject to impact fee and water rights coming out of the city water system. There has been a sudden surge in builders of subdivides who want to use irrigation shares in satisfaction of Tooele City's requirement of convenience of water rights. It is not the City policy to accept irrigation shares in satisfaction of the water rights ordinance. It does not add any new water. It is the intent to be consistent in the policy and the irrigation shares are on a very limited basis.

Chairman Wardle asked if the limited basis needs to be written into code. Mr. Hansen stated he would prefer that the language is added that irrigation is not accepted. It was decided to continue the discussion in the future about the code and policy.

Council Member Gochis stated that she is concerned about using water shares because Settlement Canyon routinely shuts off early and there is no water. She stated and monitoring the use is difficult.

Mr. Hansen stated that it is not different as solar panels. If a resident chooses because of an economic benefit or green benefit. It doesn't change the supplies to give the electricity to the consumer. The secondary water should be looked at the same way. There is value in secondary water, but it should not be at the expense of Tooele City.

▪ **Kirk Hotel Historic Designation & Text Amendment**

Mr. Bolser stated that in the packet there is memo with historical information. In July of last year there was discussion about the Kirk Hotel. After multiple owners there have been modifications within the hotel that have converted some to apartments, without the City knowledge. A new party has purchased the Kirk Hotel and they see the benefit to renovate it to structural and fire codes and utilize it as a formal apartment building. The new owners have been diligent in working with the building and fire department to make sure the renovations are done correctly. It is in a commercial zone and the number of units exceed any allowances for an apartment building in any zone. In July there was a discussion about a similar project the Broadway Hotel. The proposal for the Broadway Hotel was a text amendment with a notation being made that any residential building in a historic building could be used in excess of the density requirements because it is in a finite space. That was proposed as a possible solution for the Kirk Hotel as well, if a historic designation could be made. The property owners of the Kirk Hotel have received the historic site designation.

Mr. Bolser stated that the staff is seeking input to amend City Code as was done with the Broadway Hotel.

There was a discussion between the Council Members and Mr. Bolser in regards to parking. It was stated that the parking they currently use is not owned with the hotel. The City has not been told that there is a formal agreement for parking. It would be tricky to address because it is currently used as a hotel. The biggest issue, if the City does not designate a text amendment, the owners will have to convert the renovations back to a hotel use.

Mr. Baker stated that a prior owner owned the parking. Mr. Bolser stated he would verify, but he didn't see the same owners on the properties when looking at property records.

**6. Close Meeting**

The meeting was closed by Chairman Wardle at 10:00pm. The attendees were Mayor Winn, Chairman Wardle, Council Member Brady, Council Member Graf, Council Member Hansen, Roger Baker, Jim Bolser, Cylee Pressley, Darwin Cook, Steve Evans, Glen Caldwell, and Chief Kirby.

The meeting adjourned at 11:04pm.

7. **Adjourn**

The meeting adjourned at 10:10 p.m.

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

Approved this 4th day of March, 2020

---

Scott Wardle, Tooele City Council Chair

DRAFT

**Tooele City Council  
Business Meeting Minutes**

**Date:** Wednesday, March 4, 2020

**Time:** 7:00 p.m.

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

**City Council Members Present:**

Justin Brady  
Tony Graf  
Ed Hansen  
Scott Wardle  
Melodi Gochis

**City Employees Present:**

Mayor Debbie Winn  
Jim Bolser, Community Development Director  
Chief Ron Kirby, Police Department  
Roger Baker, City Attorney  
Steve Evans, Public Works Director  
Darwin Cook, Parks Department Director  
Glenn Caldwell, Finance Director  
Cylee Pressley, Deputy Recorder  
Michelle Pitt, City Recorder

Minutes prepared by Kelly Odermott

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

**1. Pledge of Allegiance**

The Pledge of Allegiance was led by Brynn John.

**2. Roll Call**

Justin Brady, Present  
Tony Graf, Present  
Ed Hansen, Present  
Scott Wardle, Present  
Melodi Gochis, Present

**3. Tooele Boys and Girls Club Update and Jr. Girls in Government**

Presented by Darlene Dixon

Ms. Dixon gave a brief presentation about the Boy and Girls Club, including highlights from 2019. Highlights included the participation numbers for the program and the members of the community who have been helped by the program. She introduced Angela Gorringer the Program Director for the Tooele Program. Ms. Gorringer introduced Girls in the Government program, which is a new program in the club. Ms. Gorringer had the girls introduce themselves and their topics for speech. One member gave her speech on plastic pollution.

Chairman Wardle thanked the girls for presenting. Mayor Winn stated she had the opportunity to hear the speeches when she was invited to an event. She was impressed with the girls and their topics.

#### **4. Mayor's Youth Recognition Awards**

Presented by Stacy Smart, Mayor Winn, and Police Chief Kirby

Mayor Winn welcomed visitors for the Mayor's Youth Awards and introduced Tooele City Police Chief Ron Kirby and thanked him for his collaboration. Ms. Smart highlighted Communities That Care Programs including Second Step, QPR, and Guiding Good Choices.

Ms. Smart, Chief Kirby, and the Mayor then presented the Mayor's Youth Recognition Awards to the following students:

- Molly Shumway
- Quinn Heiner
- Caleb Eyre
- Camdon Dunn
- Joseph Batalla

#### **5. Public Comment Period**

Chairman Wardle opened the meeting for public comment.

Ms. Maggie Mondragon stated that she is the Chairwoman for the Chamber of Commerce. She wanted to state they have partnered with the City for Census 2020. They did a Facebook live and asked the City to share it.

Chairman Wardle closed the public comment period

Chairman Wardle stated that he appreciated the Council and the goal of the Council is more transparency in government. The Council is adjusting and will continue to adjust. One change, all ordinances will automatically go to a second reading. First reading items may be voted, tabled, or moved to a second reading.

#### **6. Public Hearing**

- a. Ordinance 2020-09 An Ordinance of the Tooele City Council Reassigning the Zoning Classification to the R1-7 Residential Zoning District for 1.15 Acres of Property Located at Approximately 600 South Canyon Road.  
Presented by Jim Bolser

Mr. Bolser stated that this item was presented as first reading item at the prior meeting. The property is at the current southern end of Canyon Road. The property is within the MU-160 zone which requires a minimum of 160 acres to each residential unit. The proposed zoning is to be reassigned to the R1-7 Residential zoning and would only need 7,000 square feet per each residential unit. There are no other R1-7 Residential zones around it. It could appear as spot zoning, but spot zoning is not illegal. The R1-7 Residential zone could yield approximately six lots, however there is a lot of topography and elevation change on the site. The applicant has requested the zoning change with the intent of three lots. Staff has reviewed the property and three lots is probably the limit of the lot with its topography challenges. The Planning Commission has reviewed this and forwarded a unanimous positive recommendation.

Chairman Wardle opened the public hearing, there were no comments. Chairman Wardle closed the public hearing.

## 7. Second Reading Items.

- a. Ordinance 2020-09 An Ordinance of the Tooele City Council Reassigning the Zoning Classification to the R1-7 Residential Zoning District for 1.15 Acres of Property Located at Approximately 600 South Canyon Road  
Presented by Jim Bolser

The discussion of this item is under item 6 a.

**Council Member Hansen motioned to approve the Ordinance 2020-09.** Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Wardle, "Aye." The motion passed.

- b. Ordinance 2019-07 An Ordinance of the Tooele City Amending Tooele City Code Title 6 (Animal Control) to Accommodate the Utah Community Cat Act.  
Presented by Roger Baker

Mr. Baker stated the Utah Legislature passed the Community Cat Act. That act protects what is called a community cat, which is a feral cat that belongs to a cat colony. It is either a feral cat that has had its ear clipped and has been neutered or spayed, or it is a non feral cat that hangs out with a feral cat. Community cats enjoy greater protections than other animals. The City code needs to be amended to comply with the Community Cat Act. Under the proposed amendments, community cats will be exempt from Tooele City licensing requirements. The City code



currently criminalizes the act of harboring a stray animal, including feeding. Under the act, cats are now protected and those who feed them cannot be charged with a crime. The amendments also added several definitions.

Council Member Graf stated that the act basically covers all cats because a residential cat could hang out with a feral cat. Mr. Baker stated that potentially that is true.

**Council Member Brady motioned to approve the Ordinance 2019-07.** Council Member Gochis seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Wardle, "Aye." The motion passed.

**8. First Reading Items.**

- a. Resolution 2020-16 A Resolution of the Tooele City Council Approving a Contract with Broken Arrow, Inc., for the Installation of RPZ Station at Dow James Park  
Presented by Darwin Cook

Mr. Cook stated an RPZ station is a reduced pressure zone station or backflow preventor. At this particular park there is an improper culinary connection that was abandoned some time ago and is being updated. This is the contract to enter into an agreement with Broke Arrow to install the backflow preventor. The contract is for the amount of \$43,700. It is a six-inch culinary connection to adequately supply the connection in the event the secondary water is turned off. It also protects the public drinking water.

Council Member Hansen asked if this goes between the irrigation and culinary water connections? Mr. Cook stated that is correct. Any backflow, siphon, low pressure eliminates that. Council Member Graf asked if this is housed outside? Mr. Cook stated it is housed outside in a cage with a lock. They are winterized at end of season. There are several in the City.

Chairman Wardle added that this was discussed in the prior budget and is part of updating the parks. Mr. Cook added that it will be paid for out of P.A.R. Tax funds.

**Council Member Hansen motioned waive the second reading of Resolution 2020-16 and adopt Resolution 2020-16.** Council Member Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Wardle, "Aye." The motion passed.

- b. Ordinance 2020-04 An Ordinance of Tooele City Amending Tooele City Code Chapter 7-19 Regarding Acceptance of Public Improvements  
Presented by Roger Baker

Mr. Baker stated that this ordinance involves the acceptance of public improvements that have been largely been constructed by developers as part of developments. Those improvements become the infrastructure backbone of the City. Included are water lines, sewer lines, streets, street lights, stop signs, and so forth. It is important for the life of the infrastructure to have them done to City specifications. In fact, the audit places a value on those items, so they need to be in an acceptable condition. The process of accepting the improvements is a formal process that involves the City Council. It begins with staff inspectors who conduct periodic inspections and a final inspection and prepare inspection reports. That results in the signature from two department heads and the City engineer certifying their completion. At that point the improvements are brought to the City Council for acceptance. Acceptance means that from the moment of the vote, the infrastructure is City owned and maintained. However, it is predominantly an administrative function for the administration to inspect and certify the completion for the City. The City Council is the legislative function to enact the laws of the City for specifications by which infrastructure is built. The proposal is a transition of the formal process, where it would largely remain the same for inspection, department heads, and engineer certification. Then with the Mayors' and Chair of Council signature, infrastructure would be accepted administratively as of the date of the certificate of completion and acceptance. That signature date would begin the one-year warranty period. That one-year period monitors the new infrastructure to ensure there are no defects in workmanship or materials and defects are taken back to the developer for fixing.

Chairman Wardle asked if there were any comments or questions

Chairman Wardle stated that he thanked the staff for the feedback on the process. This speeds up the process for developers. This is an important of check and balances of the settlement of the lawsuit with Tooele Associates. This was a check and balance that was implemented at that time.

**Council Member Gochis motioned to move to a second reading for Ordinance 2020-04.**

Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Wardle, "Aye." The motion passed.

- c. Ordinance 2020-05 An Ordinance of Tooele City Amending Tooele City Code Chapter 7-19 Regarding Approval of Subdivision Final Plat Applications.  
Presented by Jim Bolser

Mr. Bolser stated the approval of subdivisions comes in two steps; the preliminary plan and a final plat. By state law these are very clearly administrative decisions. With administrative decisions so long as the application meets the terms and standards established in the code, the City is obligated to approve them. With subdivision being an administrative step, the next item to identify is when the entitlements happen with that subdivision. Case law is that it is with the

preliminary plan, leaving the final plat process to be more of a clean up and finalization process. Currently in the process the preliminary plan and final plat are brought before the Council and Planning Commission at each step. This ordinance would leave the preliminary process the same. The application would be reviewed by the Planning Commission and then forwarded to the Council with a recommendation. The Council would issue a decision on the project. The final plat would become an administrative process done by staff. The mylar for recording would still need to be done as required by state law and the mylar would be brought to the Planning Commission Chairperson for their signature and the Council Chair for their signature. It would not have to go for a formal vote or require signatures from the entire Council.

Chairman Wardle asked if there were any comments or questions.

Council Member Brady asked between the preliminary plan and final plat can the developer make any changes? Mr. Bolser stated that if it is a minor change that doesn't affect the configuration or density, they are fine to do that. If there are alterations to the project that do alter configuration, those would be brought back as an amendment to the preliminary plan.

Chairman Wardle stated that he thinks this has been a collaborated project to streamline the process.

**Council Member Brady motioned to move to a second reading for Ordinance 2020-05.**

Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Wardle, "Aye." The motion passed.

- d. Ordinance 2020-06 AN Ordinance of Tooele City Amending Tooele City Code Chapter 4-11 Regarding Sidewalks to Establish Civil Penalties for Violations.  
Presented by Roger Baker

Mr. Baker stated that currently all violations of this code chapter regarding sidewalks are criminal violations. That would include obstruction of sidewalk with a lemonade stand or failing to shovel the snow, or other minor violations. In discussions with the Mayor and Police Chief, it is the recommendation that these do not need to be criminalized and involve law enforcement. Staff is recommending transitioning the chapter to civil penalties and preliminary suggestion has been provided to the Council regarding the fine levels, with a \$50 fine for a first violation, \$100 fine for a second violation, and so forth.

Chairman Wardle asked if there were any comments or questions.

**Council Member Hansen motioned to move Ordinance 2020-06 to a second reading.**

Council Member Brady seconded the motion. The vote was as follows: Council Member

Hansen, "Aye," Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Wardle, "Aye." The motion passed.

- e. Resolution 2020-10 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Civil Infractions for Violations of Tooele City Code Chapter 4-11 Regarding Sidewalks.  
Presented by Roger Baker

Mr. Baker stated this is a formality to include the civil penalties in the City fee schedule for sidewalks. This item would not be approved until after the ordinance is approved.

Chairman Wardle asked if there were any comments or questions.

Council Member Gochis stated that she had reviewed the penalties and found them appropriate.

**Council Member Brady motioned to move Ordinance 2020-10 to a second reading.** Council Member Gochis seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Wardle, "Aye." The motion passed.

- f. Subdivision Final Plat for Providences at Overlake Phase 4 by HK Schmidt, LLC at approximately 400 West 1400 North for 30 Lots in the R1-7 Residential Zoning District.  
Presented by Jim Bolser

Mr. Bolser stated this is the next phase in the Providence of Overlake Subdivision. This development is on the south end of the original Overlake area, just to the east of 400 West. The zoning for the property is R1-7 Residential, as are all of the surrounding properties. Phases three through six all received preliminary plan approval together and then the final plats are coming along in phases. Phase two and three are done. It does comply with the preliminary plan. The Planning Commission has reviewed this and forwarded a unanimous positive recommendation.

Council Member Graf asked about the phase six. Mr. Bolser stated that at the time the preliminary plan was put forward, there was no plan for phase six, so it was just an extra area at the end.

Council Member Brady asked if there were parts of this development that are part of the North Tooele Service District? Mr. Bolser stated phase one and two have been annexed into the district. Phases three through six the applicant has not been interested in annexing into the district. Council Member Brady stated that he had heard that at one time the applicant did indicate to the Service District, he would annex in for the whole development. Mr. Bolser stated that he may have verbalized his intent at the time, but at the time of filing for application for

three through six he has verbalized he does not want to annex into the District. Council Member Brady asked about phase three and double fronting lot, the applicant would need to have an HOA or annex into the District. Mr. Bolser stated there is one double frontage lot on 400 West transition to Franks Drive. The applicant would have to comply with City standards, so it would be appropriate to work with the applicant for the one lot. Mr. Bolser stated that the occupant would have to have an agreement or maintain the lot or annex into the district. Chairman Wardle asked could the lot be requested into the district? Mr. Bolser stated the applicant could request that.

Council Member Gochis stated the map shows the proximity to the railroad and there appears to be a road or a trail next to phase five, but it is close to the railroad. Mr. Bolser stated that he believed that is an access road for the railroad. Council Member Gochis asked will there be a requirement for a barrier between the development and the railroad? Mr. Bolser stated that could be done. Chairman Wardle asked how that could be done? Mr. Bolser stated that it can be done as a condition of approval when phase five comes forwarded. Chairman Wardle asked is that part of the final plat tonight or how could the Council make that part of the phase five? Mr. Bolser stated it is not part of phase four tonight, but could be added to phase five and the City could administer that.

Mr. Baker stated that phase four cannot be conditioned on something that is in phase five. Mr. Bolser stated the Council could verbalize that and staff would administer it as best they can. Chairman Wardle asked if the motion needs to verbalize a barrier for the road, train tracks and phase housing. Mr. Bolser stated a request can be made to the applicant to attend the second reading and then that could be verbalized to the applicant about the need for a barrier.

There was a discussion about the motion and what could be added to it.

Council Member Gochis asked is the adjoining property to the east, are they the same developer? Mr. Bolser stated that is a larger property that is separate ownership.

**Council Member Hansen motioned move to the second reading for subdivision final plat with a discussion be had by Mr. Bolser and the applicant about the double frontage lot of phase three be added to the Service District and a barrier against the service road and union pacific railroad. As well as notes, made by Staff to have discussions with other property owners and developers along the south and east of this property about a barrier between those properties and the railroad.** Council Member Gochis seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Wardle, "Aye." The motion passed.

- g. Resolution 2019-54 A Resolution of the Tooele City Council Adopting the Voter Participation Area Map

Presented by Michelle Pitt

Chairman Wardle stated that this is Resolution 2020-54.

Ms. Pitt stated that in 2019 the legislature adopted House Bill 119 relating to initiatives, referenda, and other political activities. This bill requires municipalities to establish voter participation areas, by dividing the City into four contiguous and compact areas of fairly equal population for the purpose of obtaining signatures for initiatives and referenda. The map is attached to the packet as Attachment A. The County Clerk would like to include this information in their new voter id cards which will be sent out in March. Ms. Pitt asked the Council to vote on this item.

Council Member Graf asked what is the reason for four areas as opposed to another number. Ms. Pitt, stated the bill determines the number of areas based on the municipality population. Tooele City falls within the population range for four voter areas. Council Member Brady asked if the population continues to grow, how will these areas be addressed or changed? Ms. Pitt stated the bill requires the areas to be reevaluated in 2022 and then every ten years.

**Council Member Graf motioned to waive the second reading and approve Resolution 2020-54.** Council Member Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Wardle, "Aye." The motion passed.

- h.** Resolution 2020-06 A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Providence at Overlake Phase 1 Subdivision  
Presented by Paul Hansen

Mr. Hansen stated public improvements only needed sewer stubs and sidewalks at the beginning of this development. The inspections were done and found the improvements acceptable. The acceptance date for these improvement is retroactive to June 1, 2019.

**Council Member Brady motioned to adopt Resolution 2020-06.** Council Member Gochis seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Gochis, "Aye," Chairman Wardle, "Aye." The motion passed.

## 9. Minutes

Chairman Wardle asked if the Council if there were any comments or questions, there were none.

**Council Member Gochis motioned to approve minutes from the City Council February 19, 2020.** Council Member Brady seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Brady, “Aye,” Council Member Graf, “Aye,” Council Member Gochis, “Aye,” Chairman Wardle, “Aye.” The motion passed.

**10. Approval of Invoices**

Presented by Michelle Pitt

An invoice in the amount of \$20,000, to Boys and Girls Club of Greater Salt Lake for an annual contribution for 2019/2020.

An invoice in the amount of \$33,200, to Electro Power Utah LLC, to change the variable frequency drive of Well 6.

An invoice in the amount of \$25,347.21, to Dell Marketing for network systems for the new Police Station building.

An invoice in the amount of 121,295.35, to Huber Technologies, for parts and equipment for replacement of greenhouse drying beds.

Ms. Pitt read a statement to the Council about the discoveries made by Huber Technology about the condition and repair of the greenhouse beds after Resolution 2019-76 was approved to repair the drying beds. The funds for the full replacement would be from the Sewer fund, which has adequate reserves to cover the replacement. An additional \$18,385 in labor will be covered under the existing contract from Resolution 2019-76 ad a contract modification will be brought back to the Council. Parts for the presses will be \$14,665.56

**Council Member Hansen motioned to approve invoices.** Council Member Brady seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Brady, “Aye,” Council Member Graf, “Aye,” Council Member Gochis, “Aye,” Chairman Wardle, “Aye.” The motion passed.

**11. Adjourn**

**Chairman Wardle adjourned the meeting.**

The meeting adjourned at 8:25 p.m.

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

Approved this 25th day of March, 2020

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Scott Wardle, Tooele City Council Chair

DRAFT



**Tooele City Council  
Work Session Meeting Minutes**

Date: Wednesday, March 4, 2020  
Time: 6:00 p.m.  
Place: Tooele City Hall, Council Chambers  
90 North Main St., Tooele, Utah

**City Council Members Present:**

Scott Wardle, Chair  
Melodi Gochis  
Tony Graf  
Ed Hansen  
Justin Brady

**City Employees Present:**

Mayor Debbie Winn  
Glenn Caldwell, Finance Director  
Michelle Pitt, Recorder  
Roger Baker, City Attorney  
Jim Bolser, Community Development Director  
Steve Evans, Public Works Director  
Paul Hansen, City Engineer  
Darwin Cook, Parks and Recreation Director  
Kami Perkins, Human Resource Director  
Chief Ron Kirby, Chief of Police

Minutes prepared by Michelle Pitt

**1. Open Meeting**

Chairman Wardle called the meeting to order at 6:00 p.m.

**2. Roll Call**

Scott Wardle, Present  
Melodi Gochis, Present  
Tony Graf, Present  
Ed Hansen, Present  
Justin Brady, Present

**3. Mayor's Report**

The Mayor updated the Council on these items:

Town Hall Meeting – the Mayor and staff will begin working on issues to discuss at the town hall meeting, and to prepare questions for the community survey. The Mayor asked the Council to email ideas for the survey questions to her. She said that a draft survey will be drawn up and sent to the Council.

Well Drilling – The City has a contract with Hydro Resources to drill three test wells. The City is going to work with Hydro to get a final quote to develop the wells near Red Del Papa, and the one west of Walmart by the golf course in Overlake. Once the quote is complete, it will be brought back to the Council for approval. There could be two wells on line by next summer.

Corona Virus – last week the Tooele County Health Department issued a statement, or a news release, about the virus. It was sent out to all government leaders in the community and is on their website. The Mayor reminded everyone to wash their hands for at least 30 seconds, and to avoid touching their faces.

Police Station – The Mayor said she did a walk through of the new police station yesterday. The building is very functional, but not overbuilt. The project should be completed underbudget. There are a few minor things that need to get done before they can receive the Certificate of Occupancy.

#### **4. City Council Members' Reports**

Council Member Gochis reported that she has been working on the census. The City received a \$1,000 grant and received a commitment from the County for \$500 for the census. She is developing an ad for the Hometown Values publication. She has been working to reach out to the hard to reach population. She attended the Council of Governments meeting where there was a discussion about the tax incentive policy. The school district was anxious to become part of that conversation. Council Member Gochis plans to attend the school board meeting and County Commission meeting to present information about the census to them.

Council Member Gochis asked about working with a group from BYU, the R2K, to do a virtual town hall meeting, separate from the survey and the town hall meeting. The Council agreed to get a proposal from them to assist with gathering information from the community about the general plan and annexation plan.

Council Member Hansen asked Mr. Paul Hansen and Mr. Bolser about the procedure for putting things out for bid. Mr. Hansen answered that bids are scored and ranked. He added that the low bid is not always the best bid and the City is not required to always go with the lowest bid. Mr. Hansen said that local contractors receive a credit for being local, but it is not a dominate credit. The process is open and the City tries not to exclude anyone. Mr. Baker added that state law requires that all public works and building projects over about \$200,000 be bid and that the lowest responsive responsible bidder be chosen.

Council Member Hansen asked about the funding for the statue that will be placed at the Veterans Memorial Park. Mayor Winn said that the Tooele City Arts Council took over the

fundraising for the statue. There is \$17,000 still owing on the statue, which will be paid by the arts council. The arts council will bring an invoice to reimburse them through the PAR tax.

Council Member Brady said he was working on the overnight parking ordinance. He asked about the lights on 400 West. He was instructed to talk with staff about the work at 400 West. Council Member Brady said that one of the discussions at the Planning Commission meeting was why the City didn't have building standards for commercial developments, like they do for residential housing.

Council Member Graf said that there are four businesses interested in the sign ordinance so far. He is trying to get more interest from businesses, including the Chamber of Commerce. He is also trying to look at other cities' codes so that he can compare and contrast Tooele City's ordinance with other cities. He is hoping to have this done by the end of the month. He has applied for the Change Leader Institute and is looking forward to participating in that. He is looking at ways to increase the arts in the City without incurring cost.

Chairman Wardle thanked the Council and staff for going through the changes with the new Council this year. He feels it is good to evaluate the meeting process after every meeting. He said that after the first reading of Ordinances, the Council can make a motion to move it to a second reading, or to table it for a later date. For Resolutions, the Council can move to adopt the Resolution, move it to a second reading, to table it until a later date, or to reject it.

#### **5. Discussion:**

- Conditional Use Fee  
Presented by Council Member Ed Hansen

Mr. Hansen said that he discussed the conditional use fee with Mr. Baker, Mr. Bolser, the Mayor, and researched other cities' fees online. A few years ago the Council changed the fees. The current fee of \$750 is near the top of the scale. Chairman Wardle explained that when the new fee was passed a few years ago, the goal was to capture the employees' time. Mr. Bolser added that the issue with any fee is to what degree the City wants to subsidize it. The conditional use fee for home occupations is \$150, others are \$750. A lot of cities have a greater tax base so they are willing to subsidize more. Mr. Hansen said that Grantsville City's fee is only \$150, and is a smaller tax base than Tooele.

After some discussion the Council agreed on decreasing the commercial conditional use fee to \$600 to match cities of similar size and tax base.

- Recycling  
Presented by Mayor Debbie Winn

The Mayor indicated that when the recycling fee was implemented, it was decided that it should pay for itself. She indicated that she would email information about current costs to the Council.

- Cemetery Fence

Presented by Darwin Cook

Mr. Cook stated that \$40,000 was budgeted to replace the fence on the south side of the cemetery. Bids for that project came in under \$40,000, but they received a bid for \$128,374 to do the entire perimeter of the cemetery. Mr. Cook provided samples of fencing and gates to the Council. He indicated that the bid included a coating of the entire fence, both inside and out. He asked about gates to the cemetery. There would be about eight gates at \$1,328 each. The main gate is \$6,765. One problem is on the north side of the property that borders the old rest home, because there is a cement wall there. It would be different to install a fence there because of the retaining wall, and incur a cost of \$10,720 additional if this section was done. Mr. Cook said that there were four different styles of fencing to choose from. Most cemeteries use the style with the sphere on the top, but there is a concern about wildlife being caught on this type of fence. There is currently a 5-foot fence, but the bids indicate prices for a 4-foot or 6-foot fence

After a discussion, the Council decided to do fencing for the perimeter of the cemetery, with no gates. The Council also instructed Mr. Cook to keep the pedestrian walkthroughs. Staff is to decide whether to do the 4-foot or 6-foot fence.

- Capping Rezone Fees  
Presented by Jim Bolser

Mr. Bolser stated that when the City reestablished the rezone fees, the fee structure didn't contemplate very large rezone applications. He suggested that there should be a cap on the rezone fees, even if they are for very large rezones. The proposal is to amend the fee schedule to cap the size of the rezone at a \$6,000 fee for 50 acres regardless of how large the rezone actually is. The Council agreed with this change.

- Open Meetings Training  
Presented by Chairman Scott Wardle

Chairman Wardle reminded the Council to take the online open meetings training.

- Council Business Meeting Procedures

The Council stated that they liked moving the work session back to the large conference room, and the rearrangement of the room to allow seating for the public.

## **6. Closed Meeting to Discuss Pending Litigation and Property Acquisition**

**Council Member Graf moved to recess the meeting.** Council Member Brady seconded the motion. The vote was as follows: Council Member Gochis "Aye," Council Member Graf "Aye," Council Member Hansen "Aye," Council Member Brady, "Aye," and Chairman Wardle "Aye."

The meeting recessed at 6:55 p.m.

The meeting reconvened in a closed meeting at 8:30 p.m.

No minutes were taken on these items.

**7. Adjourn**

**Chairman Wardle adjourned the meeting at 9:15 p.m.**

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

Approved this \_\_\_\_\_ day of March, 2020

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Scott Wardle, Tooele City Council Chair