
PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Work Session, on Wednesday, September 16, 2020 at approximately 5:45 p.m. The Meeting will be held at the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah.

Tooele City has implemented Governor Herbert's low risk (yellow) phase guidelines regarding public gatherings. We strongly encourage you to join the City Council meeting electronically by logging on to the Tooele City Facebook page, at <https://www.facebook.com/tooelecity>.

*If you choose to attend we ask that you maintain social distancing and encourage you to wear a face covering. **In compliance with public health guidelines Tooele City can accommodate limited capacity at City Hall. Due to limited space and social distancing requirements, we ask that you limit the number of people that attend with you.***

1. Open City Council Meeting

2. Roll Call

3. Mayor's Report

4. Council Member's Report

5. Discussion Items:

- Purchasing Policy & City Code Amendments
Presented by Michelle Pitt, City Recorder
- Request for Establishment of a Special Assessment Area for Perpetual Open Space Maintenance in the Lexington Greens Development
- Changes to the Par 4 Estates Development
Presented by Jim Bolser, Community Development Director
- CARES Act
Presented by Shannon Wimmer, Finance Director
- City Council Policy on New Multi Family Rezone Applications
Presented by Paul Hansen, City Engineer

6. Closed Meeting

- Litigation, Property Acquisition, & Personnel

7. Adjourn

Michelle Y. Pitt
Tooele City Recorder

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



TOOELE CITY CORPORATION
PURCHASING POLICY AND PROCEDURES
September 2, 2020

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PURCHASING POLICY AND PROCEDURES

SECTION I

1. PURPOSE

The purpose of this PURCHASING POLICY (hereinafter the "Policy") include the following:

- a. To implement the mandated purchasing regulations of the Utah Code.
- b. To establish responsibility and provide detailed procedures for the department heads (users), the City Recorder (hereinafter the "Purchasing Agent"), the Finance Department (Fiscal), City officials, and other City employees involved in purchasing goods and services for Tooele City.
- c. To ensure fair and equitable treatment of all persons who wish to, or do conduct business with the City.
- d. To foster effective broad-based competition within the free enterprise system to ensure that the City will receive the best possible service or product in a cost-effective manner.

2. GENERAL INFORMATION

- a. As directed by the Mayor and the City Council through the ordinance adopting this Policy, this Policy is the prescribed method and means of purchasing goods and services on behalf of Tooele City.
- b. The City has implemented centralized purchasing where responsibilities related to purchasing are centralized in a single purchasing software system.

3. SCOPE

This Policy applies to all Tooele City employees and City officials who in the course of their duties must obtain goods or services to successfully accomplish their assigned tasks.

4. PURCHASING AGENT AUTHORITY DEFINED

- a. The Purchasing Agent shall administer the purchasing policy and procedures provided by this Policy. By the statutes referenced herein and by other applicable laws, the Purchasing Agent shall perform the duties and have the power and authority to approve Purchase Orders for all departments of Tooele City.

b. All rights, powers, authority, and duties relating to the approval of Purchase Orders for goods or services, and the management, control, sale, and disposal thereof, regardless of the source of funding, are hereby assigned to the Purchasing Agent.

c. The Purchasing Agent may delegate authority granted under this Policy as deemed necessary.

5. STATUTORY AUTHORITY

This Policy is enacted under authority of Tooele City Charter Section 1 (Grant of Powers), Tooele City Code Sections 1-14-3 (Purchasing Procedures), 1-22-2 (Purchases and Sales by Established Procedures), Utah Code Section 10-7-86 (Municipality may adopt Utah Procurement Code . . .) and Chapter 63G-6a (Utah Procurement Code), each as amended.

SECTION II

1. POLICY

a. The policy of Tooele City Corporation shall be to abide by and implement the purchasing regulations set forth in the Utah Code in respect to the procurement of goods or services, except as modified by this Policy.

b. No purchase shall be made and no encumbrance shall be incurred for the benefit of Tooele City, except pursuant to this Policy and Utah law.

c. No purchase shall be made and no encumbrance shall be incurred unless funds sufficient to cover the purchase or encumbrance have been budgeted in the budget line item, are available, and the appropriate City officials as herein provided approve the purchase. However, the head of any department may transfer any unencumbered or unexpended funds from one budget line item to another within the department during the budget period with the consent of the Mayor, provided the total of all excess expenditures or encumbrances do not exceed the total unused appropriations within the department at the close of the budget period. If the amount of the transfer is more than 3% of the budgeted line item, or more than \$1,000, the City Recorder will inform the City Council by means of a monthly financial report and email.

d. The department head will be responsible to make sure all funds are available in the budgeted line item of the budget prior to purchase or encumbrance, and if not, will obtain approval from the Mayor and City Council to make the necessary budget adjustments.

e. No official, department head, or employee of the City shall purchase for the City any goods or services, and no check or other method of payment shall be honored except pursuant to this Policy.

f. All departments shall submit to the Purchasing Agent detailed Purchase Requisitions for their requirement of goods and services.

- g. Whenever the requesting department head and the Purchasing Agent concur that a particular product, based on experience with that product, is superior and surpasses competing products in terms of quality, serviceability, and longevity, such product may be purchased notwithstanding the fact that a competing product could be purchased at less cost.
- h. Nothing contained in this Policy shall be interpreted or construed to preclude the Purchasing Agent from joining with other units of government (City, County, State, or Federal) in cooperative purchasing plans when it can be shown the City will benefit by the savings of such cooperative purchasing.
- i. Whenever any purchase or encumbrance is made with State or Federal funds and the applicable State or Federal law or regulations governing the use of those funds are in conflict with this Policy to the extent that following the provisions of this Policy might jeopardize the use of those funds or the obtaining of future such funds, the City shall follow the applicable State or Federal laws and regulations.
- j. With specific reference to Section 10-6-138 of UCA 1953, as amended, the City Recorder, functioning as both City Recorder and Purchasing Agent, may sign as either the City Recorder or the Purchasing Agent contracts made on behalf of Tooele City. There will be no need for two signatures from the same person to meet this provision. The City Recorder shall maintain a properly indexed record of all contracts.
- k. Purchases in an amount more than \$1,000, but less than \$30,000 shall be approved by the Purchasing Agent and Mayor.
- l. All contracts for goods or services where the amount to be paid by the City is \$30,000 or more shall be approved by Resolution of the City Council.
- m. All contracts for goods and services shall be signed by the Mayor, attested by the City Recorder, and approved as to form by the City Attorney.
- n. When goods are to be purchased without a contract, and the amount is \$30,000 or more, the quote or invoice shall be approved by the City Council, and signed by the Council Chair, Mayor and department head.

2. VENDORS

- a. Vendors providing goods and/or services shall be on the City's vendor list.
- b. To add a new vendor to the City's vendor list, department heads, or designees, shall direct vendors to provide a current and signed W-9, and a Utah Retirement Systems Post-Employment/Post-Retirement Restrictions Act Certificate & Release (See Attachment "C") to Accounts Payable. The new vendor, if approved, will then be added to the City's vendor list, and assigned a vendor number.

3. SOURCE SELECTION AND CONTRACT FORMATION

Except as otherwise required by state or federal law, the City shall accept purchase prices and award contracts pursuant to one of the processes outlined in this section, provided an exception does not apply.

a. PURCHASES NOT REQUIRING COMPETITIVE SEALED BIDS

(1) Purchases costing less than \$5,000 in total shall not require bids of any type. (Purchases shall not be artificially divided so as to constitute a small purchase under this section).

(2) Purchases costing \$5,000 or more, but less than \$10,000 in total shall require at least 3 telephone or electronic solicitations.

(3) Purchases costing \$10,000 or more, but less than \$50,000 in total shall require 3 formal or written price quotations through mail, fax, email, or internet. Use Form "A", and include documentation.

(4) Purchases that can be reasonably purchased only from a single or sole source provider. Use Form "A", and include documentation.

(5) Purchases made through the cooperative purchasing contracts administered by the State Divisions of Purchasing. Use Form "A", and include the state contract number.

(6) Purchases to repair and maintain equipment owned by the City which may be more economically and efficiently added to, repaired, or maintained, in the judgment of the Purchasing Agent or department head, by a particular person or firm.

(7) Exchanges of goods between the City and any other entity whereby the cost would be below the market cost from vendors.

(8) Purchases \$50,000 or more, but less than \$100,000 that are specifically for public works projects, and have been approved in the current year's budget.

(9) Purchases required during an emergency, i.e., an eminent threat to the public's health, welfare or safety. However, as much competition as practical should be obtained; and, such purchases should be limited to amounts necessary to the resolution of the emergency. The department head will provide documentation of the emergency to the Purchasing Agent. If the Purchasing Agent agrees that the purchase warrants an emergency, and if time allows, the Purchasing Agent will contact the Mayor and Council Members to informally approve the purchase through email or telephone contact. The invoice and/or contract will then be brought back before the Council for ratification and formal approval.

The above-mentioned documentation shall be maintained under regular retention schedules, pursuant to GRAMA.

b. PURCHASES REQUIRING COMPETITIVE SEALED BIDS

- (1) Contracts with purchases greater than \$50,000 shall be awarded by competitive sealed bidding except as otherwise provided by this policy. See Invitation to Bid form on Page 22.
- (2) An invitation for bids shall be issued when a contract is to be awarded by competitive sealed bidding. The invitation shall include a purchase description and all contractual terms and conditions applicable to the procurement. Public notice of the invitation for bids shall be given at least 10 days prior to the date set forth therein for the opening of bids. The notice may include publication in a newspaper of general circulation.

Additional requirements to this rule include:

Building Improvements and Public Works Projects: for any building improvement or public works projects where the estimated costs exceed the bid limit, as defined in Section 11-39-101(1) of the Utah Code, requests for bid shall be published at least twice in a newspaper of general circulation at least five (5) days before the opening of the bids.

Class C Road Projects: For the construction of any improvement project on Class C Roads where the estimated cost exceeds the bid limit, advertisement for bids shall be published in a newspaper of general circulation at least once a week for three consecutive weeks before the opening of bids.

- (3) Any procurement in excess of \$100,000 shall require a legal notice in a local newspaper of general circulation.
- (4) Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and any other relevant information, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection.
- (5) Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids.
- (6) Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the City Engineer or purchasing agent.

(7) The contract shall be awarded with reasonable promptness, by written notice, to the lowest responsive responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids.

(8) Once a contract has been approved through the process outlined above, individual invoices do not need to be brought before the Council for approval even if they exceed \$30,000, but change orders exceeding \$30,000 shall be approved and authorized by the City Council.

(9) Contracts for services such as worker's compensation, health and dental insurance, short-term disability, general liability insurance, and other services may not need to be bid out every year, upon approval of the Mayor.

c. CANCELLATION AND REJECTION OF BIDS

An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected, in whole or in part, as may be specified in the solicitation, when it is in the best interests of the City. The reasons shall be made part of the contract file.

d. USE OF REQUESTS FOR PROPOSALS (RFP) IN LIEU OF BIDS

The RFP process may be used when the nature of the work to be performed, or the product to be purchased, has the potential to be satisfied with various options which may be difficult to identify and accurately describe. This process shall only be used when the Mayor or a designee determines that this process is more advantageous to the City or the use of the competitive bid process is impractical.

Public notice of the request for proposals shall be given at least 14 days prior to the advertised date of the opening of the proposals.

- (1) Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award.
- (2) The request for proposals shall state the relative importance of price and other evaluating factors.
- (3) Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussion, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- (4) Award shall be made to the person whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the valuation factors set forth in the request for proposals. No other factors

or criteria shall be used in the evaluation. The contact file shall contain the basis on which the award is made.

e. EXCEPTIONS TO THE SOURCE SELECTION AND CONTRACT FORMATION

- (1) Upon approval of the Mayor, professional services including but not limited to: auditing, appraisals, architecture, banking, artistic design, engineering, legal and other consulting services, may be awarded based on professional qualifications, service ability, cost of service, and other criteria.
- (2) The City Engineer shall be utilized to perform engineering services for the City. If the City Engineer is unable to perform the needed engineering services, outside engineering services may be sought upon approval of the Mayor, and documented on Form "A".

f. COMPLETING A CONTRACT

- (1) All contracts for goods or services where the amount to be paid by the City is \$30,000 or more shall be approved by Resolution of the City Council.
- (2) All contracts for goods or services shall be signed by the Mayor, attested by the City Recorder, and approved as to form by the City Attorney.
- (3) Contracts shall include, at a minimum, the information required on the form attached to this Policy, as ATTACHMENT "A".
- (4) All construction contracts shall be in writing. Construction contracts for public improvements costing less than \$100,000 may use the Agreement attached as Exhibit A. Construction contracts for public improvements costing \$100,000 or more shall use more detailed industry standard construction contracts prepared by the contractor, Public Works Director, or City Engineer.

4. USE OF PETTY CASH FUNDS

- a. Petty cash funds are funds to be used for incidental purchases, or emergency purchases that are less than \$50.
- b. A written receipt, a store-issued receipt, or a pre-authorization form shall be given at the time of disbursement of funds. The receipt shall be signed, and an account line item assigned by the employee requesting the funds.
- c. Petty cash shall be under lock and key at all times.
- d. When requesting to replenish petty cash, a Petty Cash Log shall be filled out, balancing the starting cash, money disbursed, and ending cash. The log shall be signed by the representative and department head.

e. The amount of petty cash or cash for the cash box shall be no more than \$250 at any time.

5. USE OF CITY PURCHASING, CREDIT OR CHARGE CARDS, AND LINES OF CREDIT

a. Credit cards are issued in rare instance to approved individuals when no other form of payment can be used. These cards must be authorized by the Mayor, and the Purchasing Agent shall maintain a list of approved cards in the City's name.

b. Purchasing cards allow City employees to purchase goods through a charge account at a specific place of business. The Purchasing Agent shall maintain a list of purchasing cards.

c. Open lines of credit allow City employees to purchase goods with various vendors who do not issue a purchasing card, on an approved charge account at the place of business.

d. Credit cards may only be used when a vendor does not offer payment with a purchase order, a purchasing card, open line of credit, or when a vendor will only be used for a one-time purchase.

e. Receipts must be submitted for purchases using credit cards, charge cards, or open lines of credit, and must not avoid or bypass City purchasing or payment procedures.

f. No personal expenses may be made on any City credit card, purchasing card or open line of credit, under any circumstances.

g. Employees to whom credit cards are issued are responsible for the security of the card and the transactions made with the card. The card is issued in the employee's name and it will be assumed that any purchases made with the card will have been made by the cardholder, or by department heads authorized to use the card. Credit card holders must immediately report any lost or stolen card and/or account information to the Finance Director and the Mayor.

h. Assigned card holders must report any fraudulent charges or any discrepancies on the statement within 30 days to the Finance Director.

i. If an item which has been purchased with a purchasing card, credit or charge card, or through a line of credit is returned to the place of business, the place of business shall credit the City's account, or issue credit towards the City's card. Employees are not to receive cash, instore credit, or gift cards for returned items.

6. CONSTRUCTION OF PUBLIC IMPROVEMENTS

a. **Building Improvements and public works projects shall be presented each year to the City Council by the Mayor and/or Public Works Director for approval with the public works budget.**

b. Contracts for building improvements and public works projects are the responsibility of the Mayor, **Public Works Director**, or designee, and are governed by the procurement provisions of Utah Code Chapter 11-39, as amended.

c. Contracts for improvements to public streets are governed by the procurement provisions of Utah Code Chapter 72-6, as amended, and are the responsibility of the Public Works Director.

d. For minor public improvements the Public Works Director shall obtain at least 3 written quotations for contracts in excess of \$50,000 but less than \$100,000, and include the documentation required by Form "A". Procurement for public improvements in excess of \$100,000 shall not be considered minor, and shall be based on the competitive sealed bid process.

e. The Mayor is authorized to approve extra work or change orders in an amount not to exceed \$30,000, or 10% of the contract when it can be justified by the contractor, agreed to by the Public Works Director or City Engineer after specifications review, and is in the best interest of the City.

f. All construction contracts will have Performance and Payment Bonds established in an amount determined by the Public Works Director or City Engineer necessary to protect the best interests of the City.

g. Department heads, when contemplating making new improvements, shall cause plans and specifications for, and an estimate of, the cost of the improvement to be made by the City Engineer, or outside qualified design professionals with the Mayor's approval. If the estimated cost is less than \$50,000, the Mayor may approve the improvement without calling for sealed bid proposals.

h. If the estimated cost of the proposed improvement exceeds \$100,000, the project shall be competitively bid and approved by the City Council.

i. The City will cause publication of notice at least twice in a newspaper of general circulation published in Tooele City, or as otherwise required by Utah law. The City Recorder will cause the notice to be posted on the State Public Notice webpage.

j. All notices calling for bids shall state, "Tooele City reserves the right to reject any and/or all bids presented." This rejection right includes any formal bid and/or sealed competitive bids with or without cause. If all bids are rejected and the governing body determines to make the improvement, the City shall advertise anew pursuant to this Policy.

k. All construction contracts shall be in writing. Construction contracts for public improvements costing less than \$100,000 may use the Agreement attached as Exhibit "B". Construction contracts for public improvements costing \$100,000 or more shall use more detailed industry standard construction contracts prepared by the contractor, Public Works Director, or City Engineer.

7. QUALIFICATION OF BIDDERS AND SUPPLIERS

a. When appropriate, as determined by the Purchasing Agent and the department head, in consultation with the City Attorney, a bidder, supplier, or contractor may be required to prequalify for providing certain types of goods or services. To determine the capability and

responsibility of these providers certain predetermined responsibility factors must be considered, which shall include the following:

- (1) Availability of the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate the capability of the bidder, supplier, or contractor to meet contractual requirements.
- (2) A satisfactory record of performance, in the discretion of the Purchasing Agent and department head.
- (3) A satisfactory record of integrity, in the discretion of the Purchasing Agent and department head.
- (4) Legal qualifications to contract with Tooele City Corporation.
- (5) Whether all necessary information has been supplied in connection with the inquiry concerning responsibility, in the discretion of the Purchasing Agent.

b. The bidder, supplier, or contractor shall supply all information requested by the City concerning their responsibility. If such information is not supplied, the City may make the determination based on available information or may find the bidder, supplier, or contractor non-responsive and/or not responsible.

SECTION III

1. PURCHASING AGENT RESPONSIBILITIES

The Purchasing Agent shall have the following duties and responsibilities:

- a. Establish the Purchase Order Register, or **Purchase Order Summary Report**, to facilitate the recording of all Purchase Order numbers. Each Purchase Order will be consecutively numbered. A Purchase Order number will be assigned to every purchase.
- b. Upon receipt of a Purchase Requisition, the Purchasing Agent shall evaluate and edit to his/her satisfaction to insure the Requisition is complete and accurate. If additional information is needed, the Purchasing Agent will request it from the originating department. Once the information is complete, the approval of the Purchase Order may proceed.
- c. The Purchasing Agent, on receipt of a Purchase Requisition requesting establishment of a "Blanket Purchase Order", will issue a Purchase Order, as an agreement with a specific vendor authorizing the purchase of multiple low-dollar value items without the need for subsequent Purchase Orders being issued.
- d. The Purchasing Agent shall insure that all documents are attached to, or provided as part of entering into, all written contracts, including the Agreement attached as **Exhibit A and** Exhibit

B, Certificate of Liability Insurance, Certificate of Workers Compensation Insurance, Business License, vendor tax identification information, etc., as applicable.

e. When bids are required, the Purchasing Agent shall prepare a Public Notice inviting prospective suppliers to submit a bid. The Public Notice will include:

- (1) Description of the services or items to be purchased.
- (2) Instructions concerning the location and acquisition of bidding documents.
- (3) Date, time, and place of the opening of formal sealed bids.

f. The Purchasing Agent shall disseminate the Public Notice in the following manner:

- (1) Post at City Hall.
- (2) Publish at least two (2) times in a local newspaper of general circulation, or as otherwise required by law.
- (3) Publish on the City website.
- (4) Publish on the State Public Notice website.

g. When goods are deemed surplus, outdated, or no longer needed by a department, and are valued at \$100 or more, the Purchasing Agent will recommend the transfer or disposal of the goods. If the Purchasing Agent is recommending disposal, he/she will present a list of all goods valued at \$100 or more to the City Council for approval of disposal. Reference Utah Code Chapters 24-3 and 77-24a, each as amended, and Tooele City's Disposal of Technology-Related Equipment Procedure.

h. Have signature authority for payroll and bank accounts.

i. Establish and maintain an indexed record of all contracts, with required attachments.

j. Ensure insurance liability and workers compensation certificates are valid and current for City contracts.

2. DEPARTMENT HEAD RESPONSIBILITIES

a. The department head, or designee, shall initiate and complete the electronic Purchase Requisition process.

b. **Blanket Purchase Orders:**

(1) Department heads whose activities generate substantial requirements for miscellaneous items may initiate a Purchase Requisition requesting the establishment of a "Blanket Purchase Order". Such Purchase Orders may be used when frequent purchases of miscellaneous items are made from a single vendor. The request may not exceed \$1,000, unless the request is for recurring monthly charges for the same goods, i.e.: gasoline or fuel charges, public notices, monthly contracts, etc. In those instances, the Blanket Purchase Order may not exceed \$15,000. The department head is responsible to keep records of all miscellaneous items purchased and will submit all receipts to the Finance Department. The invoice or receipt should include the Blanket Purchase Order number, date, line item, amount, and the department head's signature.

(2) Blanket Purchase Order procedures will not be used when the cost of goods will exceed \$200, with the exception of recurring monthly charges. In such cases the department head will submit a properly executed Purchase Requisition to the Purchasing Agent.

(3) Purchase Requisitions for goods with a total estimated price of less than \$1,000 may be made at the department head's discretion. Purchase Requests from department heads without "Blanket Purchase Order" authority will be processed by the submission of a Purchase Requisition, and approved by the Purchasing Agent.

e. The department head, originating a Purchase Requisition that requires either informal or formal bidding procedures, will be responsible for the development and preparation of detailed bid specifications for the goods or services. Department heads will respond expeditiously to any request from the Purchasing Agent for additional information once the purchasing process has started.

f. Purchase requests for goods **or services**, when the estimated cost is over **\$5,000** and less than **\$10,000**, may be processed by the department head by telephone or electronic solicitation in the open market. Open market purchases whenever possible, shall be based on **at least 3** price quotations from prospective vendors, and it will be at the department head's discretion that the solicitation for bids may be by telephone, online search, written request, or published notice. Open market purchases, irrespective of type of solicitation, will be awarded to the lowest responsible responsive bidder.

g. Purchase requests for goods **or services**, when the estimated cost is over **\$10,000** and less than **\$50,000**, may be processed by the department head by formal or written bids in the open market. Open market purchases whenever possible, shall be based on at least 3 price quotations from prospective vendors, and it will be at the department head's discretion that the solicitation for bids may be by telephone, online search, written request, or published notice. Open market purchases, irrespective of type of solicitation, will be awarded to the lowest responsible responsive bidder. **The City Council shall approve purchases over \$30,000.**

h. Purchase requests for goods **or services**, when the estimated cost is **\$50,000** or more, shall be put out for public bid. The department head will cause publication of notice at least twice in a newspaper of general circulation published in Tooele City. The notice will also be posted

on the City website and the State Public Notice webpage. (Refer to Attachment "D" for samples of bid documents.)

i. Purchase requests for information systems equipment are to be made only after consulting with the City's Information Systems (I.S.) Department. The I.S. Department will make recommendations to the department head, and, after receiving a budget line item from the department head, will request a Purchase Order and make the purchase.

Note: The Tooele City Police Department and Tooele City Library will consult with their I.S. staff and follow the process outlined in this subsection.

j. The department head, when receiving goods, will check the goods for condition and quantity.

k. The department head will ensure that funds are available in budgeted line items of the budget for all purchases. If funds are not available, department **heads** will obtain approval from the Mayor and City Council to make necessary budget adjustments (see c and d, Page 2).

l. Reimbursement for expenses related to travel and training, or for purchases of goods made by employees using their own funds, shall be submitted on the Tooele City Expense Reimbursement Report and signed by the employee and department head. Department head requests for reimbursement must be approved and signed by the Mayor. The City Council and Mayor's requests for reimbursement must be approved and signed by the City Council Chairperson. The signed Reimbursement Requests shall be entered as a Purchasing Requisition, approved by the Purchasing Agent, assigned a Purchase Order number, and then submitted for payment. Purchases made by employees using their own funds or credit card for goods relating to City business shall also be submitted on the Tooele City Expense Reimbursement Report, signed by the employee, department head, and the Mayor. Receipts are required. (Refer to Tooele City Policies and Procedures Section 34 for procedure of submitting Reimbursement Requests.)

3. FINANCE DEPARTMENT RESPONSIBILITIES

a. The Finance Director shall cause to be maintained under his/her direction the general books for each fund of Tooele City and all subsidiary records related thereto.

b. The Finance Director, or designee, shall examine all invoices and payment demands against Tooele City. Checks will not be prepared unless the examination proves the existence of appropriate documentation in the form of completed Purchase Requisitions, Purchase Orders, and invoices to the Finance Director's satisfaction.

c. Accounts Payable shall maintain the City's vendor list **and add new vendors when departments have supplied** the necessary information and forms.

d. Accounts Payable, on receipt of the Purchase Orders, may be assured that the Purchase Order has been used to initiate and control a purchase and that all necessary approvals have been secured by the Purchasing Agent and department heads during the Purchase Requisition process.

e. Accounts Payable, on receipt of an invoice, will match the demands for payment to the approved Purchase Orders and will generate checks. Accounts Payable shall edit Purchase Requisition amounts, up to a maximum of \$25.00, when there are small differences between the quoted amount and the amount invoiced.

f. Accounts Payable will attach the appropriate documentation to the checks, and deliver for signature. The checks shall have two signatures, from those authorized to sign. In order to maintain a check and balance, the checks shall not be signed by Accounts Payable or by any payee of a check.

g. Exceptions to the Purchase Order process:

The Finance Director, in consultation with the Purchasing Agent, may disregard the Purchase Order process and authorize direct payments for ongoing City commitments such as utility bills, insurance premium payments, bond debt-service payments, payment agreements, payroll related expenses, lease payments, gasoline and diesel invoices, or other similar payments.

SECTION IV

ETHICS IN PUBLIC CONTRACTING

No person involved in making procurement decisions should have personal investments in any business entity which will create a substantial conflict between their private interests and their public duties. Any personal interest between the supplier and the decision maker must be disclosed in writing and filed with the City Recorder.

SECTION V

1. FAILURE TO COMPLY

- a. It is incumbent upon all who have been delegated responsibility for budget preparation and expenditure authorization to comply with this Policy and adhere to the Tooele City policies promulgated by the Mayor and City Council as contained in this Policy.
- b. Failure to comply with the Policy may result in disciplinary action, up to and including termination of employment and, where applicable, criminal prosecution and civil penalties.

SECTION VI

1. DEFINITIONS

a. The terms used in this policy shall have the following meanings:

(1) Blanket Purchase Order means an agreement with a specific vendor that authorizes the purchase of items over a period less than a year with reconciliation of purchases and payment to the vendor on a monthly basis. Use of this type of Purchase Order is restricted to the purchase of repetitively used items of low value.

(2) Bidding means the procedure used to solicit quotations on price and delivery from suppliers of services, supplies, material, or equipment and contracts for public improvement.

(3) Business means any corporation, partnership, individual, sole proprietor, company, or any other properly licensed legal entity engaged in the sales of goods and services.

(4) Building Improvement means the construction or repair of a public building or structure.

(5) Change Order means a written order directing the contractor to suspend work or make changes to the contract.

(6) Charge Card means a card from a place of business for the purchase of goods with an account that must be paid when a receipt is issued. For example, the City has charge cards for local businesses such as Home Depot and Wal-Mart.

(7) City Official means employees, as defined below, as well as authorized volunteers who have purchasing responsibilities for the City.

(8) Construction means the process of building, altering, repairing, improving, or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine repair, operation, or maintenance of existing structures, buildings, or real property. Construction is a type of service.

(9) Contract means all types of City agreements, regardless of what their title is, used for the purchase of goods or services. The term includes awards and notices of award, contracts of fixed price and cost plus a fixed fee, incentive agreements, contracts providing issuance of job or task orders, leases, letter contracts, letter extensions to existing contracts or agreements and Purchase Orders with contractors. The term includes supplemental agreements with respect to any of the foregoing.

(10) Contractor means any person or business having a contract with Tooele City Corporation.

(11) Credit Card means a small plastic card issued by a bank, business, etc., allowing the holder to purchase goods or services on credit.

(12) Department Head means the appointed director of each of the several administrative departments. The term Department Head includes authorized designees.

(13) Emergency means an imminent threat to the public's health, welfare, or safety.

(14) Employee means an individual drawing a salary or wage from Tooele City, whether elected or not, and any part-time individual performing services for the City.

(15) Goods means supplies, materials, equipment, wares, merchandise, and similar items.

(16) Governing Body means the Tooele City Council.

(17) Invitation for bids means all documents, whether attached or incorporated by reference, used for soliciting bids.

(18) Line of Credit means an arrangement between a business and the City that allows purchases of goods, with an established maximum balance. An example is the line of credit at the local grocery store, Maceys.

(19) Miscellaneous Items means goods of a low-dollar value, such as expendable, minor nonexpendable, and consumable items.

(20) Person means any individual, business, committee, club, or other organization or group of individuals.

(21) Public Property means any item of real or personal property owned by the City.

(22) Public Works Project means the construction of a park, recreational facility, pipeline, culvert, dam, canal, or other system for water, sewage, storm water, or flood control. Public Works Project does not include the replacement or repair of existing infrastructure on private property, or emergency work, minor alteration, ordinary repair, or maintenance necessary to preserve a public improvement (such as lowering or repairing water mains; making connections with water mains; grading, repairing, or maintaining streets, sidewalks, bridges, culverts or conduits).

(23) Purchasing means the buying, procurement, renting, leasing, acquisition, or otherwise obtaining any supplies, material, equipment, services, or construction. It also includes all functions that pertain to the obtaining of any public property including the description or requirement, selection and solicitation of sources, preparation and award to contract, and all phases of the contract administration.

(24) Purchasing Agent means the City Recorder.

(25) Purchase Order or Order means a document, with a specific number assigned, that is generated after a Purchase Requisition or Requisition has been entered in the

purchasing system. It requires approval by the Purchasing Agent; and Mayor and City Council, when applicable.

(26) Purchase Requisition or Requisition means a request that may include the technical description of the requested items(s), delivery schedule, transportation, criteria for evaluation of the vendors, suggested sources of supply, and other information available to the requesting department that may help the Purchasing Agent make written determinations and findings required by this policy.

(27) Request for proposals means all documents, whether attached or incorporated by reference, used for soliciting proposals.

(28) Services mean the furnishing of labor, time, and effort, by a person, not involving the delivery of a specific end product. The term may include the furnishing of reports, which are incidental to the required performance in providing the requested services. Services includes construction.

ATTACHMENT "A"



FORM TO BE INCLUDED WITH ALL CONTRACTS/AGREEMENTS OR PURCHASES OVER \$10,000

Department and name of project:	
Name and address of vendor:	
Vendor number:	If the vendor doesn't have a number, obtain a W-9 and give to accounts payable, who will assign a vendor number.
CHOOSE ONE OF THESE 8 OPTIONS:	
1. Contract was awarded with no bids and is under \$5,000	
2. Contract was awarded with no bids and is through a state contract or sole source – attach verification (include state contract no.)	
3. Contract or purchase was awarded after 3 phone/internet quotes (attach quotes and include dates) Contract or purchase is \$5,000 - \$10,000	
4. Contract or purchase was awarded after 3 formal (written) quotes (attach quotes and include dates) and is \$10,000 - \$50,000	
5. Contract or purchase was awarded after competitive sealed bids (attach bids and include dates) and is over \$50,000	
6. Contract was awarded after requests for proposals (RFP) (attach bids and include dates)	
7. Contract was awarded due to an emergency (attach description of emergency)	
8. Contract was awarded after 3 formal quotes, is a public works project , has been approved in this year's budget, and is less than \$100,000.	
Other things to attach:	Copy of current business license
	Certificate of Liability Insurance
	Workers Compensation Certificate
	Utah Retirement Systems Post-Employment/Post-Retirement Restrictions Act Certification & Release
	Verification of licensure with the State of Utah, (obtain at: https://secure.utah.gov/llv/search/index/html or https://secure.utah.gov/bes)
Contract is effective from _____ to _____.	
Date the contract was approved by Council and Resolution number:	
If this contract is for goods or product, what other ongoing expenses will it include, or how will it affect future budgets?	
Notes:	
Recorder signature and date _____	Department head signature and date _____

ATTACHMENT "B"



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and [NAME] of [ADDRESS], a(n) [individual/company type], (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:

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 \$_____ 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 [DATE].
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
 - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The

City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

- e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
- f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 et seq.

8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

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

(Revised 05/24/2017)

ATTACHMENT "C"



**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 "D"

**SAMPLE OF
INVITATION TO BID
(NOT SEALED)**

Tooele City
90 North Main
Tooele, Utah 84074

Notice is hereby given that Tooele City Corporation Parks and Recreation Department (OWNER) will accept bids for (list service such as: lawn manicure services, to include mowing and edging, for Smelter Park (800 E. Smelter Road) and Settler's Park (44 W. 500 S.)).

Bids will be received by OWNER located at 90 N. Main St., Tooele, Utah 84074 until (time and dated, such as: 5:00 p.m. on Friday, March 11, 2016).

All communication relative to this project shall be directed to the Parks and Recreation Maintenance Supervisor, 435-843-2143.

Tooele City reserves the right to reject any and/or all bids presented; or to accept or reject the whole or any part of any bid; to award schedules separately or together to contractors, or to waive any informality or technicality in any bid in the best interest of the City. Only bids giving a firm quotation properly signed will be accepted.

BID AMOUNT SUMMARY

No bids or quotes required	Less than \$5,000 Sole source State contract Emergency
3 phone/internet-type quotes	\$5,000 – \$9,999
3 formal (written) price quotes & Council approval if over \$30,000	\$10,000 - \$49,999
Competitive sealed bids & Council approval	\$50,000 and above
Public Works Projects	
3 formal bids	\$50,000 - \$100,000
Sealed bids	\$100,000 and above

CHAPTER 5. CITY COUNCIL

1-5-1. Definitions.

1-5-2. City council as governing body.

1-5-3. Chairperson.

1-5-4. Regular meetings - Special meetings.

1-5-5. Meetings open to the public - Exceptions.

1-5-6. Public notice of meetings; emergency meetings.

1-5-6.5. Electronic meetings.

1-5-7. Minutes of open and closed meetings - Public records - Recording of meetings - Approval of Minutes

1-5-8. Achieving a quorum - Voting.

1-5-9. Reconsideration.

1-5-10. Claims approval.

1-5-11. Compensation of city officers and employees.

1-5-12. Councilmembers not to hold created office.

1-5-13. Rules.

1-5-14. Disciplinary Powers

1-5-15. Standards of Conduct.

1-5-1. Definitions.

As used in this chapter:

(1) "Meeting" means the convening of the Tooele City Council, with a quorum present, whether in person or by means of electronic equipment, for the purpose of discussing or acting upon a matter over which the council has jurisdiction or advisory power.

(2) "Convening" means the calling of a meeting of the city council by the council chairperson, the mayor or any three members of the council, for the express purpose of discussing or acting upon a subject over which the council has jurisdiction.

(3) "Quorum" means three or more members of the council.

(Ord. 1994-12, 03-22-1994)

1-5-2. City council as governing body.

The governing body of Tooele City is a council composed of five people elected at large in the manner and for the terms prescribed by law. The city council shall exercise the legislative powers of the city.

(Ord. 1994-12, 03-22-1994)

1-5-3. Chairperson.

The city council shall, by order entered in the minutes, select one of their number to act as chairperson. Pending selection of a chairperson, the city recorder shall preside for the sole purpose of the chairperson selection.

(Ord. 1994-12, 03-22-1994)

1-5-4. Regular meetings - Special meetings.

(1) The city council shall hold at least one public meeting each month. The date, time and place of such meetings shall be set by ordinance.

(2) Special meetings may be called by the council

chairperson or any three council members, provided that at least 24 hours notice is given by the city recorder to each councilmember. No business shall be transacted at any special meeting except that stated in the noticed agenda.

(Ord. 2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

1-5-5. Meetings open to the public - Exceptions.

(1) Every meeting of the city council is open to the public unless closed pursuant to Subsections (2) and (3).

(2) A closed meeting may be held upon the affirmative vote of a quorum present at an open meeting for which notice is given pursuant to Section 1-5-6. No closed meeting is allowed except as to matters declared in Subsection (3); provided, no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. The reason or reasons for holding a closed meeting and the vote, either for or against the proposition to hold such a meeting, cast by each member by name shall be entered on the minutes of the meeting. Nothing in this chapter shall be construed to require any meeting to be closed to the public.

(3) A closed meeting may be held for any purposes allowed by Utah law, including the following:

(a) discussion of the character, professional competence, or physical or mental health of an individual;

(b) strategy sessions with respect to collective bargaining, pending or reasonably imminent litigation, or the purchase, exchange, lease, or sale of real property, including water rights;

(c) discussion regarding deployment of security personnel, systems, or devices;

(d) investigative proceedings regarding allegations of criminal misconduct.

(4) This chapter shall not apply to any chance meeting or social meeting. No chance meeting or social meeting shall be used to circumvent this Chapter.

(Ord. 2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

1-5-6. Public notice of meetings; emergency meetings.

(1) The city council shall give public notice at least once each year of its annual meeting schedule as provided in this section. The public notice shall specify the date, time, and place of such meetings.

(2) In addition to the notice requirements of Subsection (1), the council shall give not less than 24 hours' public notice of the agenda, date, time and place of each of its meetings.

(3) Public notice shall be satisfied by:

(a) posting written notice at Tooele City Hall;

(b) providing notice to

(i) at least one newspaper of general circulation within Tooele City, or

(ii) a local media correspondent; and,

(c) posting written notice on the Utah Public Notice Website.

(4) When because of unforeseen circumstances it is

necessary for the council to hold an emergency meeting to consider matters of an emergency or urgent nature, the notice requirements of Subsection (2) may be disregarded and the best notice practicable given. No such emergency meeting of the council shall be held unless an attempt has been made to notify all of its members and a majority votes in the affirmative to hold the meeting.

(Ord. 2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

1-5-6.5. Electronic meetings.

(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.

(9) 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.

(10) 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.

(Ord. 2020-16, 03-18-2020)

1-5-7. Minutes of open and closed meetings - Public records - Recording of meetings - Approval of minutes.

(1) Written minutes shall be kept of all open meetings. Such minutes shall include:

(a) the date, time and place of the meeting;

(b) the names of members present and absent;

(c) the substance of all matters proposed, discussed, or decided, and a record, by individual member, of votes taken;

(d) the names of all citizens who testified during a public hearing and the substance in brief of their testimony;

(e) any other information that any member requests be entered in the minutes.

(2) Written minutes shall be kept of all closed meetings. Such minutes shall include:

(a) the date, time and place of the meeting;

(b) the names of members present and absent;

(c) the names of all others present except where such disclosure would infringe on the confidence necessary to fulfill the original purpose of closing the meeting.

(3) The minutes of open meetings are classified as public records. The minutes of closed meetings are classified as protected records.

(4) All or any part of an open meeting may be recorded by any person in attendance; provided, the act of recording does not interfere with the peaceful and orderly conduct of the meeting, in the discretion of the council chairperson.

(5) Minutes shall be deemed the official record of the meeting upon the approving vote of the City Council and the approving signature of the City Council chairperson or designee.

(Ord. 2012-11, 04-04-2012) (Ord 2009-14, 11-21-2009) (Ord. 1994-12, 03-22-1994)

1-5-8. Achieving a quorum - Voting.

(1) Attendance of city council members at city council meetings is required unless excused by the chairperson for cause. Should any member of the council refuse or neglect to attend any meeting of the council without being excused by the chairperson for cause and when notified that such member's presence is necessary to form a quorum, that member may be fined a sum not exceeding \$250.00 upon the vote of a majority of the council.

(2) The vote of each council member voting for or against an ordinance or resolution shall be recorded upon the original thereof. The concurrence of three council members shall be necessary for the passage of any ordinance, resolution or other business item.

(Ord. 2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

1-5-9. Reconsideration.

No vote of the council shall be reconsidered or rescinded unless at a meeting where there is present at least the same number of the council as was present when

such vote was taken.
(Ord. 2019-06, 04-03-2019) (Ord. 1994-12, 03-22-1994)

1-5-10. Claims approval.

The city council shall examine all claims in excess of ~~\$30,000~~ ~~\$20,000~~ presented against the city and when found to be valid obligations of the city, approve their payment.
(2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

1-5-11. Compensation of city officers and employees.

(1) The council shall, by resolution in June of each municipal election year, fix the compensation per term of any and all Tooele City officers to be elected.

(2) The council shall adopt a salary schedule for all Tooele City employees with each fiscal year's budget.
(Ord. 1994-12, 03-22-1994)

1-5-12. Council members not to hold created office.

(1) A council member may not hold or be appointed to any city office or position created, or for which the compensation has increased, during that council member's term, until one year after the council member's term expires.

(2) Subsection (1) shall not apply to a council member serving on any board or appendage of Tooele City government during that member's term of office and as a part of that member's duty as a council member.

(3) As used in this section, "compensation" means anything of economic value which is paid, loaned, given, granted, donated or transferred to any person or business entity, for or in consideration of personal services, materials, property, or anything whatsoever.
(Ord. 2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

1-5-13. Rules.

The council may, from time to time, make such rules for governing its proceedings as deemed necessary and proper.
(Ord. 1994-12, 03-22-1994)

1-5-14. Disciplinary powers.

The council may punish its members for disorderly conduct and may, with the concurrence of a quorum, expel a member from any meeting for good cause. No member shall be removed from a meeting unless afforded an opportunity of being heard.
(Ord. 2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

1-5-15. Standards of conduct.

(1) A council member's unexcused absence will result in that member's monthly salary being reduced by the percentage of meetings missed to the total meetings held for the month. An unexcused absence is an absence in which the council member did not contact the council chairperson, indicating the cause of the absence, prior to the meeting.

(2) Use of profanity is not permitted by the city

council. Any council member who uses profanity will be warned once and then fined, by vote of the council, for any subsequent use of profanity in that or subsequent meetings.

(3) Council members are encouraged to be prepared for meetings. Any apparent unpreparedness may result in the balance of the council not allowing the unprepared council member to participate in the discussion. An unprepared council member may still vote on the issue.

(4) Council members shall perform their duties in a professional manner. They shall make no personal attacks on other council members, city employees, or on any citizen in attendance at council meetings.

(5) Because council members are elected representatives of the community, they are expected to participate in parades, social functions, and any civic activity, where possible, to show support of the activity by the city government.

(Ord. 2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

CHAPTER 6. MAYOR

1-6-1. Mayor and mayor pro tem; vacancy.

1-6-2. Mayor.

1-6-3. Duties.

1-6-4. Powers generally.

1-6-5. Messages.

1-6-6. Officers.

1-6-7. Assistant to mayor. Repealed.

1-6-8. Appointments. Repealed.

1-6-9. Sign for city.

1-6-1. Mayor and mayor pro tem; vacancy.

The chief executive of the City shall be the Mayor, and during the Mayor's temporary absence or disability, the Chairperson of the City Council shall act as Mayor Pro Tem, who during such absence or disability shall possess the power of Mayor. Whenever a vacancy shall happen in the office of Mayor, the Council shall appoint an interim Mayor until the next Municipal election and until a successor is elected and qualified.

(Ord. 2019-07, 04-03-2019) (Ord. 2012-11, 04-04-2012) (Ord. 1967-3, 08-14-1967)

1-6-2. Mayor.

The Mayor shall be the chief executive officer of the City.

(Ord. 1967-3, 08-14-1967)

1-6-3. Duties.

The Mayor shall perform all duties which are or may be prescribed by law or this Code and shall see that they are faithfully executed.

(Ord. 2012-11, 04-04-2012) (Ord. 1967-3, 08-14-1967)

1-6-4. Powers generally.

The Mayor shall exercise within the City limits the power conferred upon the Mayor to suppress disorder and keep peace. The Mayor shall have authority to grant full pardons for violations of the provisions of this Code or to remit so much of any fine or penalty as belongs to the City, together with the costs of prosecution when to the Mayor it shall seem just, reasonable, and a meritorious cause. The Mayor shall report to the Council the number of fines remitted and pardons granted and the reasons therefor. The Mayor may permit the use of the facilities in the City Hall, by proper persons and for proper purposes, but not to interfere with the rights and uses of the City. The Mayor shall have power and authority at all times to examine and inspect the books, records and papers of any officer or agent employed by the City. The Mayor shall have power, when necessary, to call upon every inhabitant of the City over the age of twenty-one (21) years to aid in enforcing the laws and provisions of this Code, in suppressing riots and other disorderly conduct. The Mayor's powers and duties shall include:

(1) To appoint and dismiss from employment all persons employed by the City except for the city recorder or other employees appointed by the Council, and except as conditioned upon Council consent, both as provided by the Charter. All such appointments are to be made on the basis of fitness alone.

(2) To have direct supervision and responsibility over operations in the Finance Department, City Attorney's Office, City Recorder's Office, Human Resources Department, Police Department, Fire Department, City Hall, Community Development Department, Public Works Department, Parks and Recreation Department, and other administrative departments as may be created or amended from time to time. Included as a part thereof, the Mayor shall have direct supervision of the construction, improvements, repairs, and maintenance of streets, sidewalks, alleys, lanes, bridges, and other public highways; of sewers, drains, ditches, culverts, streams and water courses, and gutters and curbs; of all public buildings, boulevards, parks, playgrounds, squares, and other grounds and facilities belonging to the City; and the collection and disposal of waste materials.

(3) To care for and preserve all machinery, tools, appliances, facilities, and property belonging to the City.

(4) To oversee the issuing of building permits, the inspection of buildings, plumbing, and wiring, subject to uniform codes adopted by the City.

(5) To act as the purchasing agent for the City through an authorized designee, to see that city codes and purchasing policies are adhered to, to approve all claims against the City less than \$30,000, ~~the \$20,000.00,~~ and to see that all goods purchased by and for the City are received as per contract.

(6) To attend all meetings of the Council with the right to take part in the discussion but not to vote, except in case of a tie vote of the Council; to recommend to the Council for adoption such measures as the Mayor may deem necessary or expedient.

(7) To be the budget officer of the City and, in that capacity, to prepare the annual tentative budget (to be construed as a financial estimate only) and present it to the City Council by the first Wednesday in May, to prepare and present the annual final budget to the City Council as required by state law, and to keep the Council advised as to the financial condition and needs of the City.

(8) To perform such other duties as may be required by ordinance or resolution of the Council or otherwise allowed by the Charter or by State law.

(Ord. 2019-21, 09-04-2019) (Ord. 2019-07, 04-03-2019) (Ord. 2012-11, 04-04-2012) (Ord. 1995-21, 01-06-1996) (Ord. 1976-23, 11-11-1976) (Ord. 1967-3, 08-14-1967)

1-6-5. Messages.

The Mayor shall from time to time give the Council

information relative to the affairs of the City and shall recommend for their consideration such measures as the Mayor may deem expedient.
(Ord. 2019-07, 04-03-2019) (Ord. 1967-3, 08-14-1967)

1-6-6. Officers.

The Mayor shall appoint the following officers: city attorney, treasurer, police chief, fire chief, four members of the Planning Commission, all department heads except the city recorder, and members of advisory boards as provided by this Code, with the consent of the City Council, except as expressly permitted otherwise by the City Code or Utah Code. (The following officers shall be appointed by the Council: city recorder, auditor, annual independent auditor, and three members of the Planning Commission.)
(Ord. 2019-07, 04-03-2019) (Ord. 2012-11, 04-04-2012); (Ord. 1994-56, 01-31-1995) (Ord. 1967-3, 08-14-1967)

1-6-7. Assistant to mayor. Repealed.

(Ord. 2012-11, 04-04-2012)

1-6-8. Appointments. Repealed.

(Ord. 2012-11, 04-04-2012)

1-6-9. Sign for city.

The Mayor shall sign contracts, leases, deeds, and other writings on the part of the City as authorized by resolution of the Council or as required by law. Notwithstanding, the Mayor shall have authority to sign contracts on the part of the City which are administrative in nature and which are for less than \$20,000.00, without further City Council authorization.
(Ord. 2019-07, 04-03-2019) (Ord. 2012-11, 04-04-2012) (Ord. 2000-17, 08-16-2000) (Ord. 1967-3, 08-14-1967)

CHAPTER 14. DIRECTOR OF FINANCE

1-14-1. Head of department of finance.

1-14-2. Appointment as budget officer. (Repealed.)

1-14-3. Purchasing procedures.

1-14-4. Duties.

1-14-5. Warrants for payment of claims.

1-14-6. Authorization of payments.

1-14-7. Monthly and quarterly financial reports.

1-14-8. Bond.

1-14-9. Special assessments - application of proceeds.

1-14-1. Head of department of finance.

The Department of Finance shall be headed by a director. The director of finance shall be a qualified person appointed and removed with the advice and consent of the governing body, and may not assume the duties of the city treasurer. The financial administrative duties of the director of finance prescribed in the Uniform Accounting Manual for Utah Cities is hereby adopted, the same as if set forth in full herein.

(Ord. 1988-29, 12-07-1988)

1-14-2. Appointment as budget officer.

(Repealed by Ord. 2019-23, 09-04-2019.)

1-14-3. Purchasing procedures.

All purchases or encumbrances thereof by the city shall be made or incurred according to the purchasing procedures established by ordinance or resolution and only on an order or approval of the person duly authorized to act as a purchasing agent for the City.

(Ord. 1988-29, 12-07-1988)

1-14-4. Duties.

The director of finance shall:

(1) Maintain the general books for each fund of the city and all subsidiary records relating thereto, including a list of the outstanding bonds, their purpose, amount, terms, date and place payable.

(2) Keep accounts with all receiving and disbursing officers of the city.

(3) Pre-audit all claims and demands against the city before they are allowed, and shall prepare the necessary checks in payment. Such checks shall include an appropriate certification pursuant to Section 11-1-1, Utah Code Annotated. The director shall also certify on the voucher or check copy, as appropriate, that:

(a) The claim has been pre-audited and documented,

(b) The claim has been approved by the Mayor, if the claim is not in excess of \$30,000; ~~\$20,000.00~~; if the claim is in excess of \$30,000, ~~\$20,000.00~~, that the claim has been approved by the city council,

(c) The claim is within the lawful debt limit of the city, and,

(d) The claim does not overexpend the appropriate departmental budget established by the city council.

(4) Collect and receive all public funds and money payable to the City, within three business days after collection, including all taxes, licenses, fines, and intergovernmental revenue, special taxes, assessments, as provided by law and ordinance, and keep an accurate detailed account thereof.

(5) Forward all collected and received funds to the treasurer for deposit, investment, and safe keeping.

(6) Give or cause to be given to every person paying money to the City a receipt or other evidence of payment, specifying, as appropriate, the date of payment and upon which account payment was made, and shall file the duplicate of the receipt, a summary report, or other evidence of payment in the office of the finance director or city recorder, as appropriate.

(7) Present annual independent audit proposals to the Council prior to the date of adoption of the tentative budget.

(Ord. 2019-23, 09-04-2019) (Ord. 2015-23, 08-19-2015) (Ord. 2015-22, 08-19-2015) (Ord. 1988-29, 12-07-1988)

1-14-5. Warrants for payment of claims.

In the event the city is without funds on deposit in one of its appropriate bank accounts with which to pay any lawfully approved claim, the director of finance shall draw and sign a warrant upon the treasurer of the city for payment of the claim, the warrant to be tendered to the payee named thereon.

(Ord. 1988-29, 12-07-1988)

1-14-6. Authorization of payments.

The director of finance is authorized to act as the financial officer for the purpose of approving:

(1) payroll checks, if the checks are prepared in accordance with a salary schedule established in a personnel ordinance or resolution, and if such checks are properly countersigned by another employee with signing authority; or

(2) routine expenditures, such as utility bills, payroll-related expenses, supplies, materials, and capital expenditures which were referenced in the budget document and approved by an appropriation resolution adopted for the current fiscal year.

(Ord. 2015-23, 08-19-2015) (Ord. 1988-29, 12-07-1988)

1-14-7. Monthly and quarterly financial reports.

The director of finance shall prepare and deliver to the Recorder for presentation to the Council monthly summary financial reports and quarterly detail financial reports as provided by State law.

(Ord 2019-23, 09-04-2019) (Ord. 1988-29, 12-07-1988)

1-14-8. Bond.

The director of finance shall be included within public employee blanket bonds of the city at the sum of five percent of budgeted revenues for the previous year but not less than \$300,000.00.

(Ord. 1988-29, 12-07-1988)

1-14-9. Special assessments - application of proceeds.

All money received by the City on any special assessment shall be applied to the payment of the improvement for which the assessment was made. The money shall be used for the payment of interest and principal on bonds or other indebtedness issued in settlement thereof, and shall be used for no other purpose whatever, except as otherwise provided by law.

(Ord. 2015-23, 08-19-2015)

CHAPTER 22. FINANCIAL ADMINISTRATION

1-22-1. Mayor as budget officer.

1-22-2. Purchases and sales by established procedures.

1-22-3. Repealed. (Ord. 92-19, 10-20-92)

1-22-4. Payments authorized by mayor.

1-22-1. Mayor as budget officer.

The Mayor, as the budget officer of the City, shall require all expenditures by any department to conform with the departmental budget.

(Ord. 1981-02, 01-15-1981)

1-22-2. Purchases and sales by established procedures.

All purchases or encumbrances of the City shall be made or incurred according to the purchasing procedures established by resolution or ordinance, and only on an order or approval of the person duly authorized to act as a purchasing agent for the City. City property shall be sold according to procedures established by resolution.

(Ord. 1981-02, 01-15-1981)

1-22-3. Repealed. (Ord. 92-19, 10-20-92)

1-22-4. Payments authorized by mayor.

(1) The Mayor is authorized, subject to paragraph (2) below, to approve the following claims against the City:

(a) Payroll checks, if the checks are prepared in accordance with a salary schedule established in a personnel ordinance or resolution,

(b) Routine expenditures, such as utility bills, payroll related expenses, supplies and materials,

(c) Payments on City approved contracts,

(d) Capital expenditures which were referred in the budget document and approved by an appropriation resolution adopted for the current fiscal year.

(2) The authority of the Mayor to approve claims against the City in the above paragraph is subject to the following restrictions:

(a) No claim may be approved by the Mayor which is not within the duly and legally adopted or adjusted budget.

(b) No claim may be approved by the Mayor which is not made or incurred according to the purchasing procedures established by resolution or ordinance.

(c) No claim may be approved by the Mayor which is in excess of ~~\$30,000.~~~~\$20,000.00.~~

(Ord. 2016-04, 01-20-2016) (Ord. 1981-02, 01-15-1982)

Other Cities:

Cedar City, Renon Savage	\$50,000 to council \$12,000 sealed bids \$3-12,000 informal bids Under \$3,000 no bids
Eagle Mountain, Fionna	\$40,000 to council \$20,000 sealed bids
Vernal, Roxanne	\$5,000 to council, \$10,000 professional services contracts to council; \$5,000 sealed bids \$1,000-5,000 3 informal bids
Herriman City, Jackie Nostrom 801-446-5323	\$25,000 to council \$50,000 sealed bids Public Works - \$150,000 3 written quotes Over \$150,000 sealed bids
Park City, Michelle Kellogg	\$25,000 to council \$15,000 and under 3 estimates, phone calls \$15,000 - \$15,000 3 written bids \$25,000 sealed bids and council approval
Kaysville, Annemarie Plaizier	\$25,000 to council (said they tried to raise it to \$50,000 but council shot it down)

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is effective as of the 1st day of May, 2016 (the "Effective Date"), and made by and among TOOELE CITY CORPORATION, Tooele County, Utah, a municipal corporation and political subdivision of the State of Utah (the "City"), and PAR 4 ESTATES, LLC, a Utah limited liability company ("Purchaser"). The City and Purchaser are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. The City is the fee simple owner of real property consisting of a total of approximately 9.80 acres of undeveloped land located at approximately 775 East Vine Street (the "Property"), which is located within the boundaries of Tooele City, Tooele County, state of Utah, and depicted and legally described on **Exhibit A** attached hereto.

B. The Tooele City Council approved Resolution 2015-42 on September 16, 2015, authorizing the sale of the Property.

C. The Tooele City Council approved Resolution 2016-12 on February 17, 2016, authorizing this Agreement.

D. The City received an appraisal report dated August 13, 2015, which found the fair market appraised value of the Property to be \$30,000 per acre.

E. The City advertised for and received sealed bids for the purchase of the Property, with the highest bid being made by Purchaser on September 18, 2015.

F. The City is willing to sell the Property to Purchaser on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in global consideration of the mutual undertakings set forth in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree to be bound by the following terms and conditions:

1. PURCHASE AND SALE OF THE REAL ESTATE. The City shall sell to Purchaser, and Purchaser shall purchase from the City, the Property in accordance with the terms, conditions, and provisions set forth in this Agreement.

2. PURCHASE PRICE. The Purchase Price for the Property shall be \$30,000 per acre, or \$294,000. The Purchase Price shall be payable in cash to the City at the Closing (as defined below).

3. TITLE AND DEED. The City shall convey the Property by Quit Claim Deed. Purchaser agrees to purchase the Property in its "as is" condition with no warranties. In the event Purchaser objects to any title exceptions noted in a title report obtained by Purchaser, at Purchaser's option, Purchaser may terminate this Agreement.

4. STORM WATER EASEMENT. Purchaser understands that the Property receives historic storm water from other properties located to the south, and shall prepare at Purchaser's expense, and shall convey to the City, an easement for this storm water to be routed through the Property at locations and in configurations acceptable to the Parties, and according to the City's specifications. The storm water easement shall be depicted and described on a subdivision plat of the Property prepared by Purchaser.

5. STORM WATER DETENTION AND CONVEYANCE. Purchaser shall design and construct facilities to detain storm water generated on the Property. Further, Purchaser shall design and construct storm water conveyance facilities to convey the historic storm water across and through the Property, to the City's specifications, at Purchaser's cost. Purchaser shall design the storm water detention and conveyance facilities in cooperation with the City so as to not cause damage to the Oquirrh Hills Golf Course and other property.

6. GOLF CART PATH EASEMENT. The Parties desire to allow a ten-foot-wide golf cart path to cross the Property. To this end, Purchaser shall prepare at Purchaser's expense, and shall convey to the City, an easement for the golf cart path to be routed across the Property at a location and in a configuration acceptable to the Parties. The easement shall be depicted and described on a subdivision plat of the Property prepared by Purchaser.

7. GOLF CART PATH. An existing golf cart path traverses the Property. The Parties desire to retain a golf cart path across the Property, but Purchaser desires the existing golf cart path to be relocated as part of Purchaser's development plans for the Property. In recognition of the fact that the City constructed the existing golf cart path and has maintained the existing golf cart path for many years, Purchaser agrees to bear the cost of designing and installing the new golf cart path upon the golf cart path easement. Purchaser shall own the new golf cart path and shall bear the cost of maintaining the new golf cart path. The Parties shall work cooperatively to establish the specifications, location, and construction schedule for the new golf cart path. The existing golf cart path shall remain in place until replaced with the new golf cart path. The City may utilize both the existing golf cart path and the new golf cart path.

8. SANITARY SEWER EASEMENT. Purchaser desires to obtain from the City, and the City agrees to convey, an easement across the City's property for a sanitary sewer line into which wastewater from buildings constructed on the Property will flow. The sanitary sewer easement shall be at a location, in a configuration, and to specifications acceptable to the City, and shall not traverse the Oquirrh Hills Golf Course. The easement shall be depicted and described in a separate recordable easement document acceptable to the Parties and prepared by Purchaser at Purchaser's expense. Purchaser shall be responsible to obtain from other property owners any additional easements necessary for wastewater conveyance from the Property, at Purchaser's expense. The City shall convey the sanitary sewer easement to Purchaser at no additional cost to Purchaser.

9. OTHER PARCELS. Purchaser intends to acquire, by separate agreement, a 3.377-acre parcel of property (the "School District Parcel") and a 0.11-acre parcel of property (the "Golf Course Parcel") from the Tooele County School District (the "District"). The District, by separate agreement, has conveyed a 3.02-acre parcel of property (the "Ball Field Parcel"; collectively the "Other Parcels") to the City for public purposes. Purchaser shall survey, at Purchaser's expense, the Other Parcels. Purchaser shall convey the Golf Course Parcel to the City at no cost to the City.

10. SUBDIVISION PLATS. The City shall bear the cost to subdivide the Property from its larger parcel. Purchaser shall bear the cost to subdivide the Property for development purposes, the plat for which subdivision shall include all public utility and drainage easements, the golf cart access easement, the storm water conveyance easement, rights-of-way, and other conditions required by this Agreement, and by City, State, and Federal laws and regulations.

11. ZONING. Purchaser acknowledges and understands that the Property is currently zoned R1-7.

12. DEVELOPMENT COSTS. The Property is currently undeveloped. Purchaser shall be responsible for all development costs associated with developing the Property, including entitlement, construction of public improvements (as defined in the City Code), payment of fees, conveyance of water rights, and other items required by this Agreement and by City, State, and Federal laws and regulations.

13. CLOSING. Closing shall take place in the offices of Tooele City located at 90 North Main Street, Tooele, Utah, on or before June 1, 2016. Purchaser shall pay all closing costs.

14. MISCELLANEOUS.

14.1 **Merger:** The obligations contained in this agreement shall survive, and not merge with, the Quit Claim deed upon closing and recordation.

14.2 **Notices:** All notices required or desired to be given under this Agreement shall be in writing and delivered (a) personally, (b) by either overnight courier delivery, (c) sent by registered or certified mail, postage prepaid, return receipt requested, or (d) sent by facsimile telecopy with a duplicate copy sent by regular U.S. Mail postage prepaid on the same day as the facsimile telecopy transmission, together with the sending party's confirmation of the receipt of the transmission by the receiving party addressed as set forth below.

TO TOOEELE CITY CORPORATION:

Mayor Patrick Dunlavy
90 North Main Street
Tooele, Utah 84074

TO PAR 4 ESTATES, LLC:

John Harris, Managing Member
272 North Broadway
Tooele, Utah 84074

14.3 Successors and Assigns: This Agreement may not be assigned by Purchaser without the express written consent of the City, which may be withheld in the City's sole discretion.

14.4 Amendments: This Agreement may be amended or modified only by a written instrument duly authorized and executed by the City and Purchaser.

14.5 Governing Law: This Agreement shall be governed by the laws of the State of Utah. Venue shall be in Tooele County, Utah.

14.6 Attorneys' Fees: If any formal action or proceeding (e.g., law suit, arbitration) is brought by any party to enforce this Agreement, the prevailing party(s) shall be entitled to recover its related costs and reasonable attorneys' fees, whether such sums are expended at trial, at arbitration, on appeal, or in any bankruptcy proceeding.

14.7 Entire Agreement: This Agreement constitutes the final expression of the Parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, negotiations, and discussions between the Parties and/or their respective counsel with respect to the subject matter covered hereby. Except as expressly stated in this Agreement, no Party hereto has made any statement or representation to any other party hereto regarding the facts relied upon by said Party in entering into this Agreement, and each Party hereto specifically does not rely upon any statement, representation, or promise of any other Party hereto in executing this Agreement, except as expressly stated in this Agreement. Each Party and their attorneys, if the Party so chose, had the opportunity to make such investigation of the facts pertaining to this Agreement, and all of the matters appertaining thereto, as they deem necessary.

14.8 Consideration: The various considerations agreed to and exchanged in this agreement shall considered global consideration. No particular item of consideration shall be deemed to be in exchange for any other particular item of consideration. Each and every promise and performance by one Party shall be in exchange for each and every promise of the other Party, in the aggregate. The payment of the Purchase Price is only one item of consideration in this Agreement's global consideration.

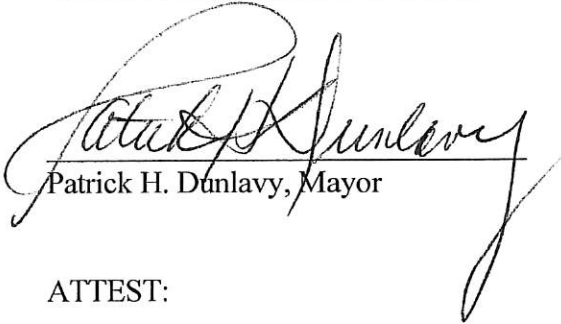
14.9 Section Headings: The section headings inserted in this Agreement are for convenience only. They shall not be construed to limit, enlarge, or otherwise affect the scope or intent of this Agreement or the meaning of any provision.

14.10 Recitals: The recitals set forth at the beginning of this Agreement are hereby incorporated into this Agreement and made a part of the substance hereof.

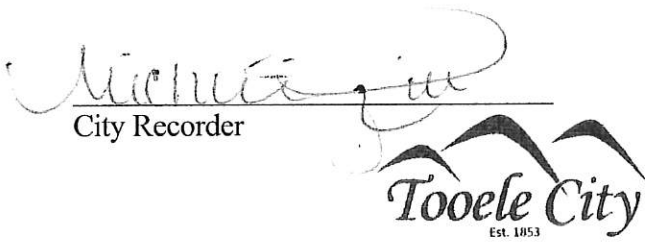
IN WITNESS WHEREOF, Purchaser and the City have placed their signatures.


SELLER:

TOOELE CITY CORPORATION

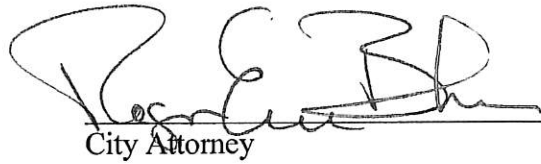

Patrick H. Dunlavy, Mayor

ATTEST:


City Recorder



APPROVED AS TO FORM:


City Attorney

PURCHASER:

PAR 4 ESTATES, LLC

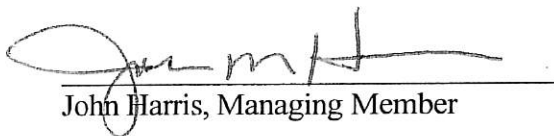
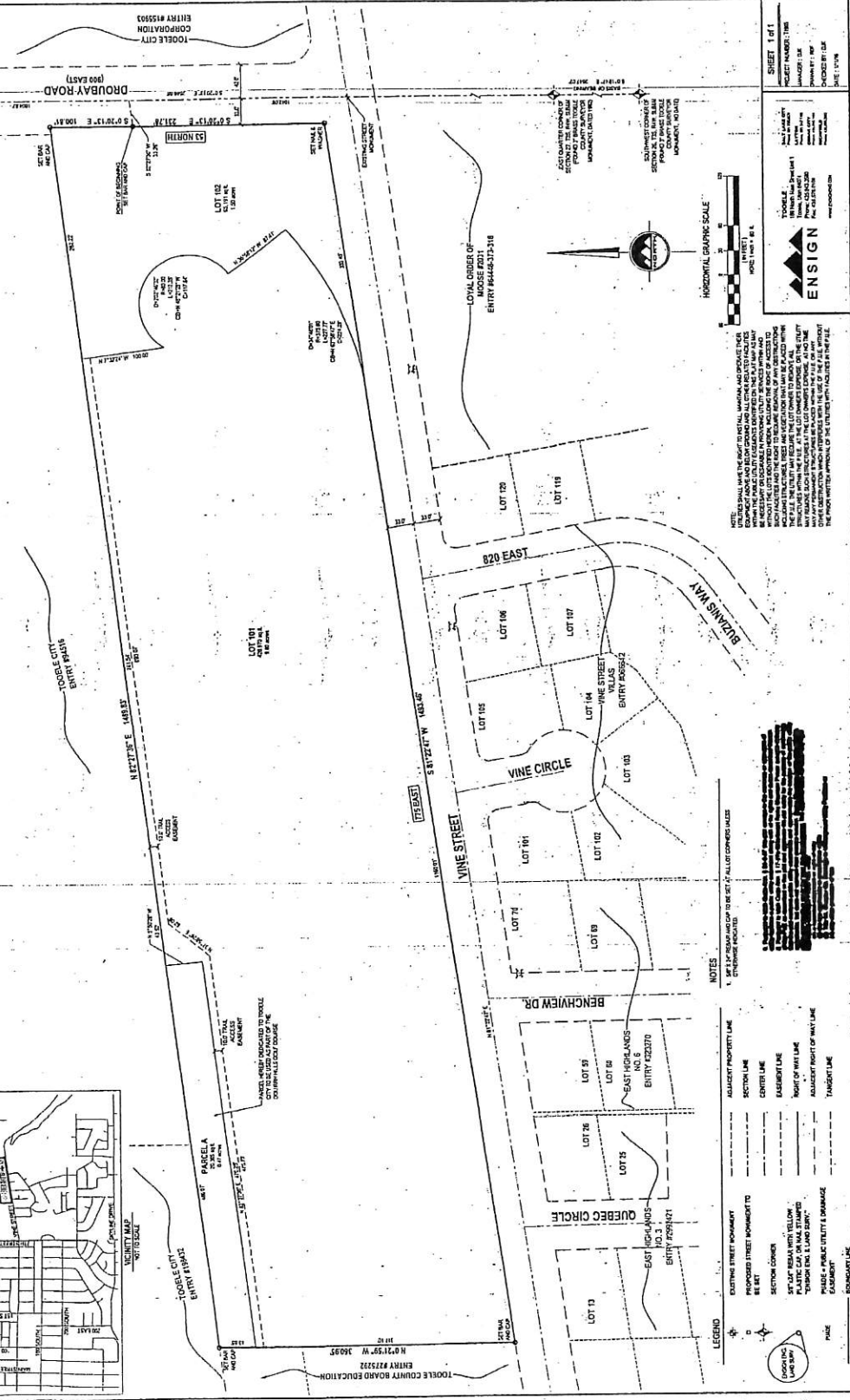

John Harris, Managing Member

Exhibit A

Illustration and Description of the Property and the Other Parcels

FINAL PLAT
TOOELE CITY VINE STREET MINOR SUBDIVISION
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
 TOWNSHIP 3 SOUTH, RANGE 4 WEST,
 SALT LAKE BASE AND MERIDIAN,
 TOOELE COUNTY, UTAH



SURVEYOR'S CERTIFICATE
 I, the undersigned, being duly qualified as a Professional Land Surveyor, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor in the State of Utah. I am duly Licensed Professional Land Surveyor No. 12345. I am duly Licensed Professional Land Surveyor No. 12345. I am duly Licensed Professional Land Surveyor No. 12345.

BOUNDARY DESCRIPTION
 A parcel of land, known as a portion of Section 22, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, containing approximately 100.00 acres, more or less, as shown on the attached plat. The boundaries of the above described land are as follows: on the north, the boundary of the Tooele City Vine Street Minor Subdivision; on the south, the boundary of the Tooele City Vine Street Minor Subdivision; on the east, the boundary of the Tooele City Vine Street Minor Subdivision; on the west, the boundary of the Tooele City Vine Street Minor Subdivision.



OWNER'S DECLARATION
 I, the undersigned, being duly qualified as a Professional Land Surveyor, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor in the State of Utah. I am duly Licensed Professional Land Surveyor No. 12345. I am duly Licensed Professional Land Surveyor No. 12345. I am duly Licensed Professional Land Surveyor No. 12345.

TOOELE CITY VINE STREET MINOR SUBDIVISION

CORPORATE ACKNOWLEDGMENT
 I, the undersigned, being duly qualified as a Professional Land Surveyor, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor in the State of Utah. I am duly Licensed Professional Land Surveyor No. 12345. I am duly Licensed Professional Land Surveyor No. 12345. I am duly Licensed Professional Land Surveyor No. 12345.

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

 CITY CLERK

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

 CHAIRMAN, TOOELE CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____, BY THE TOOELE CITY ENGINEER.

 CITY ENGINEER

CITY ATTORNEY'S APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____, BY THE TOOELE CITY ATTORNEY.

 CITY ATTORNEY

QUESTAR GAS COMPANY
 APPROVED THIS _____ DAY OF _____, 20____, BY QUESTAR GAS COMPANY.

 QUESTAR GAS COMPANY

COUNTY TREASURER
 APPROVED THIS _____ DAY OF _____, 20____, BY THE COUNTY TREASURER.

 COUNTY TREASURER

ROCKY MOUNTAIN POWER COMPANY
 APPROVED THIS _____ DAY OF _____, 20____, BY ROCKY MOUNTAIN POWER COMPANY.

 ROCKY MOUNTAIN POWER COMPANY

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

 COUNTY HEALTH DEPARTMENT

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

 COUNTY SURVEYOR DEPARTMENT

TOOELE COUNTY BOARD OF EDUCATION
 APPROVED THIS _____ DAY OF _____, 20____, BY THE TOOELE COUNTY BOARD OF EDUCATION.

 TOOELE COUNTY BOARD OF EDUCATION

NOTES
 1. ALL LOT CORNERS TO BE SET BY ALL LOT CORNERS MAINTENANCE ENGINEER PROVIDED.
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 9. ALL LOT CORNERS TO BE SET BY ALL LOT CORNERS MAINTENANCE ENGINEER PROVIDED.
 10. ALL LOT CORNERS TO BE SET BY ALL LOT CORNERS MAINTENANCE ENGINEER PROVIDED.

Parcel A

A parcel of land, situate in the Northeast Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and in Tooele City, more particularly described as follows:

Beginning at a point on the north line of the old railroad right-of-way, which is located South 0°21'38" East 1720.90 feet along the Quarter Section line and East 1024.92 feet from the North Quarter Corner of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North 82°27'36" East 119.53 feet along said north line of the old railroad right-of-way to the recorded Tooele City Vine Street Minor Subdivision Entry #426075;
thence South 0°21'59" East 43.84 feet along said recorded plat, to an existing chainlink fence;
thence South 83°00'06" West 109.04 feet along said fence, to a corner thereof;
thence North 14°16'55" West 42.76 feet along said fence, to the Point of Beginning.

Parcel contains: 4,912 square feet or 0.11 acres.



TOOELE CITY CORPORATION

ORDINANCE 2018-07

AN ORDINANCE OF THE TOOELE CITY COUNCIL CREATING A PLANNED UNIT DEVELOPMENT ZONING OVERLAY ON PROPERTY ZONED R1-7 LOCATED AT THE CORNER OF VINE STREET AND DROUBAY ROAD

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

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

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

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

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

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

WHEREAS, Tooele City Code Chapter 7-6 constitutes Tooele City’s Planned Unit Development (PUD) overlay zoning district, the purposes of which are stated in §7-6-1, incorporated herein by this reference, and which include, among others, to create opportunities for flexible site planning, to encourage the preservation of open space areas and critical natural areas, and to encourage the provision of special development amenities by the developer; and,

WHEREAS, the R1-7 zoning district is currently assigned to approximately 13.48 acres of land located west of Droubay Road and north of Vine Street (see map attached as **Exhibit A**); and,

WHEREAS, the property was purchased by John Harris from Tooele City (See the purchase and sale agreement attached as **Exhibit B**); and,

WHEREAS, Tooele City retained ownership of 1.5 acres on the east end of the project to be retained as a trailhead for the County trail system and parking for the Oquirrh Hills Golf Course; and,

WHEREAS, the 13.48 acres are currently owned by Par 4 Estates, LLC; and,

WHEREAS, by Rezone Petition received February 15, 2017, Par 4 Estates, LLC requested that Par 4 Estates subdivision receive a Planned Unit Development ("PUD") overlay zone designation for the purpose of decreasing lot size, lot width and lot setbacks "providing flexibility in site and building design, placement of buildings, use of open space" (see the February Rezone Petition attached as **Exhibit C**); and,

WHEREAS, the R1-7 zoning district allows lots at 7,000 square-foot minimum, Par Fore Estates Subdivision will have lots as small as 4,200 square-foot; and,

WHEREAS, the R1-7 zoning district requires a minimum of 60 feet lot width, Par Fore Estates Subdivision will have lot widths as small as 40 feet; and,

WHEREAS, the R1-7 zoning district allows a maximum of 5 units per acre; which will allow for 62 lots maximum (*reference* Tooele City Code §7-14 Table 2, *et seq.*); and,

WHEREAS, Par 4 Estates Subdivision is anticipated to contain 62 lots and 3.42 acres of open space (see **Exhibit D**); and,

WHEREAS, the surrounding developments to the west and south are zoned R1-7, with the Tooele City owned Oquirrh Hills Golf Course located to the north and east; and,

WHEREAS, the road, water, sewer, and other normally public improvements in Par 4 Estates Subdivision private road will be privately-owned and maintained ; and,

WHEREAS, Par 4 Estates, LLC shall provide a perpetual easement for access to the water meters for Tooele City to read the meters for billing purposes; and,

WHEREAS, Par 4 Estates Subdivision will contain zero lot line twin homes, but will comply with the Tooele City single-family design standards (*reference* Tooele City Code §7-11b-1, *et seq.*); and,

WHEREAS, the minimum setbacks in the R1-7 zoning district, and the setbacks requested by Par Fore Estates, LLC for the PUD, are as follows (see **Exhibit C**):

Setbacks	Current	Requested
Front	25'	25'
Rear	20'	20'
Side	6'	5'

WHEREAS, Utah Code §10-9a-501 and §10-9a-503 provide for the municipal legislature to consider Planning Commission recommends for amendments to the land use ordinances and zoning map, and to approve, revise, or reject the recommended amendments; and,

WHEREAS, the City Administration recommends approval of this Ordinance 2018-07 as being in the best interest of the City to allow for a desirable development along the Golf Course; and,

WHEREAS, the City Council finds that, subject to the reasonable and appropriate conditions outlined below, the proposed PUD overlay rezone is consistent with the General Plan and is not adverse to the best interest of the City; and,

WHEREAS, because the City is under no obligation to approve a PUD, it is appropriate for the City to require Par 4 Estates, LLC to comply with the conditions listed below:

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

1. The Tooele City Zoning Map is hereby amended to indicate that Par 4 Estates Subdivision is a Planned Unit Development, the underlying zone of which shall remain R1-7; and,
2. Conditions: As express conditions to the City's approval of this Ordinance 2018-07 and the Zoning Map amendment approved thereby, Par 4 Estates, LLC is hereby required to do all of the following at no cost to Tooele City:
 - a. Lot Setbacks: minimum front, rear, and side yard setbacks shall be 25 feet, 20 feet, and 5 feet, respectively.
 - b. Lot Size: each lot shall be a minimum of 4,200 square feet.
 - c. Water Rights: convey to the Tooele City Water Special Service District, by water rights deed, municipal water rights pursuant to Tooele City Code 7-26, as amended.
 - d. Golf Cart Path Easement: convey to Tooele City Corporation, with the Par 4 Estates Subdivision plat, a 10 foot wide Cart Path easement along the north boundary of the subdivision and construct the ten foot Cart path as referenced in the purchase and sale agreement. (See **Exhibit B**)

- e. Sewer: Secure and record an off-site easement to route sewer through off site property as may be necessary to meet development needs.
 - f. Storm Water: detain and/or retain on-site storm water generated from Par 4 Estates Subdivision over and above the volume of storm water historically generated from Par 4 Estates, LLC property, but in no case allow more than 0.1 cfs/acre off-site discharge for the 10-year design return storm event. In addition, the developer shall reroute all existing storm water which enters the property from the south through the property within a City approved easement. All storm water detention areas and conveyance facilities shall be owned and perpetually maintained by a duly organized homeowner's association.
 - g. Design Standards: comply with the single-family design standards, established in Tooele City Code Chapters 7-11a and 7-11b, respectively, and §7-12-4(3), as amended.
 - h. Tooele City Regulations: The Owner shall comply with all other Tooele City regulations, whether established by ordinance or policy, including, but not limited to the payment of impact fees. All public improvements shall be designed and construction to standards and specifications determined by the City.
 - i. Double-frontage Lots: provide for the installation and perpetual maintenance, by a duly-organized homeowner's association, of the public improvements (e.g., fencing, sidewalks, park strip landscaping, etc.) associated with double-frontage lots, and as required by Tooele City code §7-19-17.1.
 - j. Fencing: Fencing, other than may be required for rear patio screening, shall not be placed on individual lots and will be regulated by a duly organized homeowner's association.
3. Rational Basis: the City Council hereby finds that the above-described express conditions to the approval of this Ordinance 2018-07 are reasonable and necessary to serve, protect, and preserve the health, safety, and welfare of Tooele City and its residents, including future residents of the Property.
4. No Vesting: approval of this Ordinance 2018-07, together with its Exhibit A, shall not be construed to imply or constitute any vesting or entitlement as to intensity of use (i.e., density) or configuration (i.e., lots, roads).

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this 18th day of July, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

D. McCall _____

Tom Anderson _____

Shel _____

Brad Pitt _____

Melodi M. Doehs _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra Y. Wini _____

ATTEST:

Michelle Y Pitt
Michelle Y Pitt, City Recorder



Approved as to Form:

Roger Baker
Roger Baker, Tooele City Attorney

EXHIBIT A

(Zoning Map)



ELTON PARK

HARRIS ELEMENTARY

TABLE CITY COLQUHOUN HILLS GOLF COURSE
R-7

Par 4 Estates

R-7

EAST ELEMENTARY SCHOOL

COLQUHOUN HILLS SCHOOL

CREST CIR
STANSBURY CIR

KINGSTON CIR
CLIFFORD CIR

EXHIBIT B

(Purchase Agreement)

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is effective as of the 1st day of May, 2016 (the "Effective Date"), and made by and among TOOELE CITY CORPORATION, Tooele County, Utah, a municipal corporation and political subdivision of the State of Utah (the "City"), and PAR 4 ESTATES, LLC, a Utah limited liability company ("Purchaser"). The City and Purchaser are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. The City is the fee simple owner of real property consisting of a total of approximately 9.80 acres of undeveloped land located at approximately 775 East Vine Street (the "Property"), which is located within the boundaries of Tooele City, Tooele County, state of Utah, and depicted and legally described on **Exhibit A** attached hereto.

B. The Tooele City Council approved Resolution 2015-42 on September 16, 2015, authorizing the sale of the Property.

C. The Tooele City Council approved Resolution 2016-12 on February 17, 2016, authorizing this Agreement.

D. The City received an appraisal report dated August 13, 2015, which found the fair market appraised value of the Property to be \$30,000 per acre.

E. The City advertised for and received sealed bids for the purchase of the Property, with the highest bid being made by Purchaser on September 18, 2015.

F. The City is willing to sell the Property to Purchaser on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in global consideration of the mutual undertakings set forth in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree to be bound by the following terms and conditions:

1. PURCHASE AND SALE OF THE REAL ESTATE. The City shall sell to Purchaser, and Purchaser shall purchase from the City, the Property in accordance with the terms, conditions, and provisions set forth in this Agreement.

2. PURCHASE PRICE. The Purchase Price for the Property shall be \$30,000 per acre, or \$294,000. The Purchase Price shall be payable in cash to the City at the Closing (as defined below).

3. TITLE AND DEED. The City shall convey the Property by Quit Claim Deed. Purchaser agrees to purchase the Property in its "as is" condition with no warranties. In the event Purchaser objects to any title exceptions noted in a title report obtained by Purchaser, at Purchaser's option, Purchaser may terminate this Agreement.

4. STORM WATER EASEMENT. Purchaser understands that the Property receives historic storm water from other properties located to the south, and shall prepare at Purchaser's expense, and shall convey to the City, an easement for this storm water to be routed through the Property at locations and in configurations acceptable to the Parties, and according to the City's specifications. The storm water easement shall be depicted and described on a subdivision plat of the Property prepared by Purchaser.

5. STORM WATER DETENTION AND CONVEYANCE. Purchaser shall design and construct facilities to detain storm water generated on the Property. Further, Purchaser shall design and construct storm water conveyance facilities to convey the historic storm water across and through the Property, to the City's specifications, at Purchaser's cost. Purchaser shall design the storm water detention and conveyance facilities in cooperation with the City so as to not cause damage to the Oquirrh Hills Golf Course and other property.

6. GOLF CART PATH EASEMENT. The Parties desire to allow a ten-foot-wide golf cart path to cross the Property. To this end, Purchaser shall prepare at Purchaser's expense, and shall convey to the City, an easement for the golf cart path to be routed across the Property at a location and in a configuration acceptable to the Parties. The easement shall be depicted and described on a subdivision plat of the Property prepared by Purchaser.

7. GOLF CART PATH. An existing golf cart path traverses the Property. The Parties desire to retain a golf cart path across the Property, but Purchaser desires the existing golf cart path to be relocated as part of Purchaser's development plans for the Property. In recognition of the fact that the City constructed the existing golf cart path and has maintained the existing golf cart path for many years, Purchaser agrees to bear the cost of designing and installing the new golf cart path upon the golf cart path easement. Purchaser shall own the new golf cart path and shall bear the cost of maintaining the new golf cart path. The Parties shall work cooperatively to establish the specifications, location, and construction schedule for the new golf cart path. The existing golf cart path shall remain in place until replaced with the new golf cart path. The City may utilize both the existing golf cart path and the new golf cart path.

8. SANITARY SEWER EASEMENT. Purchaser desires to obtain from the City, and the City agrees to convey, an easement across the City's property for a sanitary sewer line into which wastewater from buildings constructed on the Property will flow. The sanitary sewer easement shall be at a location, in a configuration, and to specifications acceptable to the City, and shall not traverse the Oquirrh Hills Golf Course. The easement shall be depicted and described in a separate recordable easement document acceptable to the Parties and prepared by Purchaser at Purchaser's expense. Purchaser shall be responsible to obtain from other property owners any additional easements necessary for wastewater conveyance from the Property, at Purchaser's expense. The City shall convey the sanitary sewer easement to Purchaser at no additional cost to Purchaser.

9. OTHER PARCELS. Purchaser intends to acquire, by separate agreement, a 3.377-acre parcel of property (the "School District Parcel") and a 0.11-acre parcel of property (the "Golf Course Parcel") from the Tooele County School District (the "District"). The District, by separate agreement, has conveyed a 3.02-acre parcel of property (the "Ball Field Parcel"; collectively the "Other Parcels") to the City for public purposes. Purchaser shall survey, at Purchaser's expense, the Other Parcels. Purchaser shall convey the Golf Course Parcel to the City at no cost to the City.

10. SUBDIVISION PLATS. The City shall bear the cost to subdivide the Property from its larger parcel. Purchaser shall bear the cost to subdivide the Property for development purposes, the plat for which subdivision shall include all public utility and drainage easements, the golf cart access easement, the storm water conveyance easement, rights-of-way, and other conditions required by this Agreement, and by City, State, and Federal laws and regulations.

11. ZONING. Purchaser acknowledges and understands that the Property is currently zoned R1-7.

12. DEVELOPMENT COSTS. The Property is currently undeveloped. Purchaser shall be responsible for all development costs associated with developing the Property, including entitlement, construction of public improvements (as defined in the City Code), payment of fees, conveyance of water rights, and other items required by this Agreement and by City, State, and Federal laws and regulations.

13. CLOSING. Closing shall take place in the offices of Tooele City located at 90 North Main Street, Tooele, Utah, on or before June 1, 2016. Purchaser shall pay all closing costs.

14. MISCELLANEOUS.

14.1 **Merger:** The obligations contained in this agreement shall survive, and not merge with, the Quit Claim deed upon closing and recordation.

14.2 **Notices:** All notices required or desired to be given under this Agreement shall be in writing and delivered (a) personally, (b) by either overnight courier delivery, (c) sent by registered or certified mail, postage prepaid, return receipt requested, or (d) sent by facsimile telecopy with a duplicate copy sent by regular U.S. Mail postage prepaid on the same day as the facsimile telecopy transmission, together with the sending party's confirmation of the receipt of the transmission by the receiving party addressed as set forth below.

TO TOOELE CITY CORPORATION:

Mayor Patrick Dunlavy
90 North Main Street
Tooele, Utah 84074

TO PAR 4 ESTATES, LLC:

John Harris, Managing Member
272 North Broadway
Tooele, Utah 84074

14.3 Successors and Assigns: This Agreement may not be assigned by Purchaser without the express written consent of the City, which may be withheld in the City's sole discretion.

14.4 Amendments: This Agreement may be amended or modified only by a written instrument duly authorized and executed by the City and Purchaser.

14.5 Governing Law: This Agreement shall be governed by the laws of the State of Utah. Venue shall be in Tooele County, Utah.

14.6 Attorneys' Fees: If any formal action or proceeding (e.g., law suit, arbitration) is brought by any party to enforce this Agreement, the prevailing party(s) shall be entitled to recover its related costs and reasonable attorneys' fees, whether such sums are expended at trial, at arbitration, on appeal, or in any bankruptcy proceeding.

14.7 Entire Agreement: This Agreement constitutes the final expression of the Parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, negotiations, and discussions between the Parties and/or their respective counsel with respect to the subject matter covered hereby. Except as expressly stated in this Agreement, no Party hereto has made any statement or representation to any other party hereto regarding the facts relied upon by said Party in entering into this Agreement, and each Party hereto specifically does not rely upon any statement, representation, or promise of any other Party hereto in executing this Agreement, except as expressly stated in this Agreement. Each Party and their attorneys, if the Party so chose, had the opportunity to make such investigation of the facts pertaining to this Agreement, and all of the matters appertaining thereto, as they deem necessary.

14.8 Consideration: The various considerations agreed to and exchanged in this agreement shall considered global consideration. No particular item of consideration shall be deemed to be in exchange for any other particular item of consideration. Each and every promise and performance by one Party shall be in exchange for each and every promise of the other Party, in the aggregate. The payment of the Purchase Price is only one item of consideration in this Agreement's global consideration.

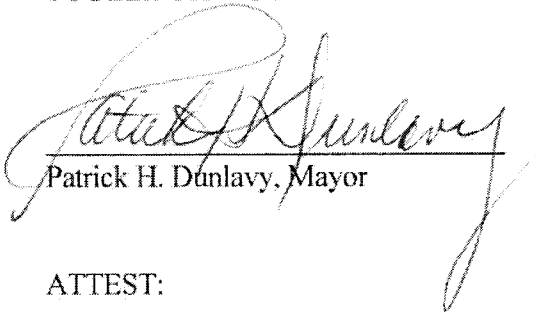
14.9 Section Headings: The section headings inserted in this Agreement are for convenience only. They shall not be construed to limit, enlarge, or otherwise affect the scope or intent of this Agreement or the meaning of any provision.

14.10 Recitals: The recitals set forth at the beginning of this Agreement are hereby incorporated into this Agreement and made a part of the substance hereof.

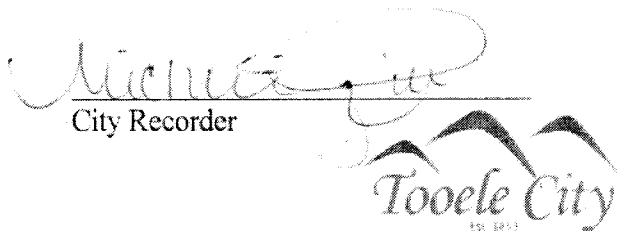
IN WITNESS WHEREOF, Purchaser and the City have placed their signatures.


SELLER:

TOOELE CITY CORPORATION

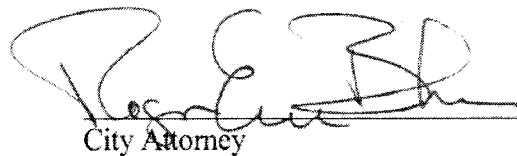

Patrick H. Dunlavy, Mayor

ATTEST:


City Recorder


Tooele City
EST. 1863

APPROVED AS TO FORM:


City Attorney

PURCHASER:

PAR 4 ESTATES, LLC

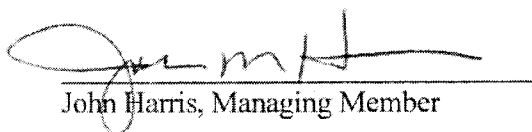
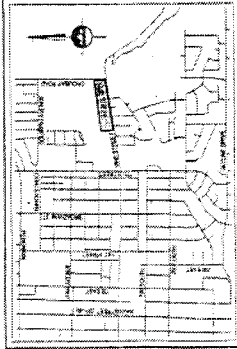
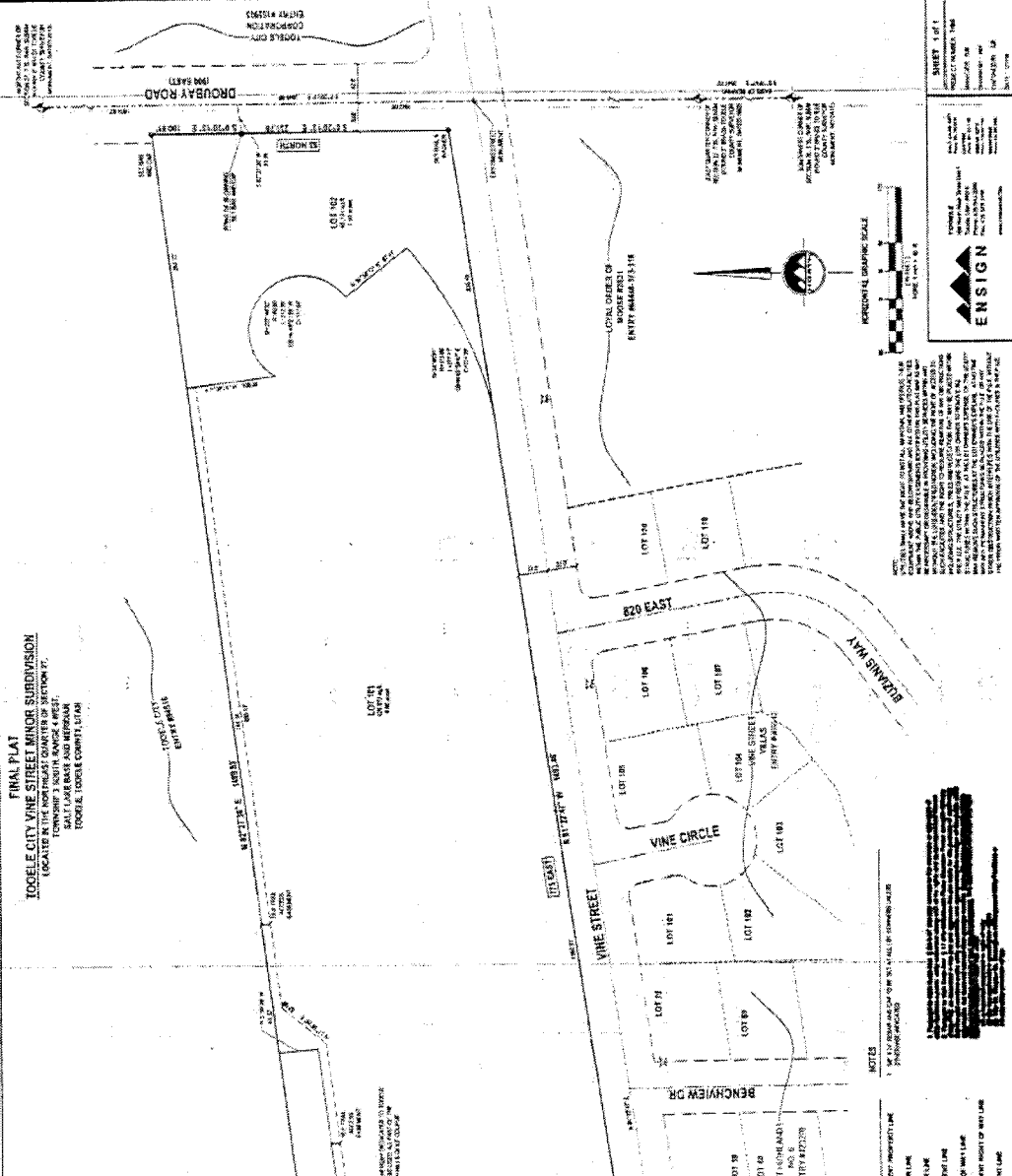

John Harris, Managing Member

Exhibit A

Illustration and Description of the Property and the Other Parcels



FINAL PLAN
TOOELE CITY VINE STREET MINOR SUBDIVISION
 (LOCATED IN THE NORTHWEST QUARTER OF SECTION 27,
 TOWNSHIP 3 NORTH RANGE 4 WEST,
 SALT LAKE BASIN AND NEBRASKA
 TOOELE COUNTY, UTAH)



GENERAL INFORMATION
 The purpose of this plan is to show the location and boundaries of the lots and streets shown hereon, and to show the location of the easements and utility lines shown hereon. This plan is subject to the provisions of the Utah Subdivision Map Act, Chapter 67B, Utah Code, and the rules and regulations of the Utah State Office of Public Safety, Division of Motor Vehicles, and the Utah State Office of Public Safety, Division of Land Management.



DATE: 11/20/16
PROJECT: TOOELE CITY VINE STREET MINOR SUBDIVISION

TOOELE CITY VINE STREET MINOR SUBDIVISION

COMPOSITE APPROVALS
 TOOELE COUNTY BOARD OF COMMISSIONERS
 TOOELE CITY ENGINEERS APPROVAL
 TOOELE CITY PLANNING COMMISSION APPROVAL

TOOELE COUNTY BOARD OF COMMISSIONERS
 APPROVED: _____
 DATE: _____

TOOELE CITY ENGINEERS APPROVAL
 APPROVED: _____
 DATE: _____

TOOELE CITY PLANNING COMMISSION APPROVAL
 APPROVED: _____
 DATE: _____

NOTES
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND UTILITY LINES SHOWN HEREON.
 3. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND UTILITY LINES SHOWN HEREON.

TOOELE CITY VINE STREET MINOR SUBDIVISION
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 27,
 TOWNSHIP 3 NORTH RANGE 4 WEST,
 SALT LAKE BASIN AND NEBRASKA
 TOOELE COUNTY, UTAH

TOOELE COUNTY BOARD OF COMMISSIONERS
 APPROVED: _____
 DATE: _____

TOOELE CITY ENGINEERS APPROVAL
 APPROVED: _____
 DATE: _____

TOOELE CITY PLANNING COMMISSION APPROVAL
 APPROVED: _____
 DATE: _____

TOOELE CITY ENGINEERS APPROVAL
 APPROVED: _____
 DATE: _____

TOOELE CITY PLANNING COMMISSION APPROVAL
 APPROVED: _____
 DATE: _____

TOOELE CITY ENGINEERS APPROVAL
 APPROVED: _____
 DATE: _____

TOOELE CITY PLANNING COMMISSION APPROVAL
 APPROVED: _____
 DATE: _____

TOOELE CITY ENGINEERS APPROVAL
 APPROVED: _____
 DATE: _____

Parcel A

A parcel of land, situate in the Northeast Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and in Tooele City, more particularly described as follows:

Beginning at a point on the north line of the old railroad right-of-way, which is located South $0^{\circ}21'38''$ East 1720.90 feet along the Quarter Section line and East 1024.92 feet from the North Quarter Corner of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North $82^{\circ}27'36''$ East 119.53 feet along said north line of the old railroad right-of-way to the recorded Tooele City Vine Street Minor Subdivision Entry #426075;
thence South $0^{\circ}21'59''$ East 43.84 feet along said recorded plat, to an existing chainlink fence;
thence South $83^{\circ}00'06''$ West 109.04 feet along said fence, to a corner thereof;
thence North $14^{\circ}16'55''$ West 42.76 feet along said fence, to the Point of Beginning.

Parcel contains: 4,912 square feet or 0.11 acres.

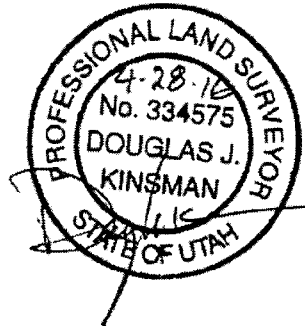
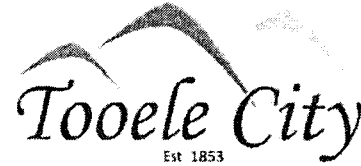


EXHIBIT C

(Rezone Petition)

Zoning, General Plan, & Master Plan
Map Amendment Application

Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2130 Fax (435) 843-2139
www.tooelecity.org



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

#2170115

Project Information					
Date of Submission:	February 13, 2017	Current Map Designation:	R1-7	Proposed Map Designation:	R1-7 (PUD)
Parcel #(s):	19-035-0-0101, 02-007-0-0079				
Project Name:	PAR FORE ESTATES SUBDIVISION			Acres:	9.80, 3.66
Project Address:	VINE STREET & DROUBAY ROAD, TOOELE, UTAH 84074				
Proposed for Amendment:	<input type="checkbox"/> Ordinance		<input type="checkbox"/> General Plan		<input checked="" type="checkbox"/> Master Plan: <u>ZONING</u>
Brief Project Summary:	The project is a medium density subdivision. The proposed zoning promotes the goals and objectives of Tooele City by providing flexibility in site and building design, placement of buildings, use of open space. Also, to create opportunities for flexible site planning and development options where the standard lot configuration is not practical or desirable.				
Property Owner(s):	PAR FORE ESTATES, LLC		Applicant(s):	ENSIGN ENGINEERING	
Address:	272 NORTH BROADWAY		Address:	169 NORTH MAIN STREET, UNIT 1	
City:	TOOELE	State:	UTAH	Zip:	84074
Phone:	435-833-0130		Phone:	435-843-3590	
Contact Person:	DOUG KINSMAN		Address:	169 NORTH MAIN STREET, UNIT 1	
Phone:	435-843-3590		City:	TOOELE	State: UTAH Zip: 84074
Cellular:	Fax:		Email:	DKINSMAN@ENSIGNUTAH.COM	

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

Note to Applicant:

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

For Office Use Only			
Received By:	Date Received:	Fees:	App. #:
<i>[Signature]</i>	2/15/17 257711	2,346.00	2170115

BOUNDARY DESCRIPTION

A parcel of land, situate in the Northeast Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel is also located in Tooele, Utah, more particularly described as follows:

Beginning at the Northwest corner of Lot 102 of 'Tooele City Vine Street Minor Subdivision', recorded as Entry #426075 on March 15, 2016 at the Tooele County Recorder's Office, said point being North $0^{\circ}20'13''$ West 1101.47 feet along the Section line and West 313.00 feet from the found 3" brass Tooele County Surveyor's monument dated 1982 representing the Quarter Corner between Sections 27 and 26, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South $7^{\circ}32'24''$ East 100.00 feet along the westerly boundary of said Lot 102 of 'Tooele City Vine Street Minor Subdivision', this call and the following 3 calls;

thence Southeasterly 212.35 feet along the arc of a 60.00-foot radius non-tangent curve to the right (center bears South $59^{\circ}44'44''$ East and the long chord bears South $48^{\circ}21'28''$ East 117.64 feet with a central angle of $202^{\circ}46'32''$);

thence South $36^{\circ}58'12''$ East 87.41 feet;

thence Southwesterly 227.77 feet along the arc of a 375.00-foot radius non-tangent curve to the right (center bears North $43^{\circ}25'14''$ West and the long chord bears South $63^{\circ}58'47''$ West 224.28 feet with a central angle of $34^{\circ}48'01''$), to a point located on the north line of Vine Street;

thence South $81^{\circ}22'47''$ West 727.67 feet along the north line of said Vine Street;

thence South $80^{\circ}54'19''$ West 905.96 feet along the north line of said Vine Street to the southeasterly corner of the Tooele City Parcel of that certain Quit Claim Deed recorded as Entry #428766 on May 10, 2016 at the Tooele County Recorder's Office;

thence Northeasterly 41.92 feet along the arc of a 29.50-foot radius non-tangent curve to the left (center bears North $9^{\circ}05'41''$ West and the long chord bears North $40^{\circ}11'31''$ East 38.48 feet with a central angle of $81^{\circ}25'36''$) along the easterly boundary of said Tooele City Parcel;

thence North $0^{\circ}31'17''$ West 351.29 feet along the easterly boundary of said Parcel 2 to its Northeast corner, said point also being on the southerly line of the Oquirrh Hills Golf Course;

thence North $82^{\circ}27'36''$ East 327.50 feet along the southerly line of said Oquirrh Hills Golf Course, this call and the following 5 calls;

thence South $14^{\circ}16'55''$ East 42.76 feet;

thence North $83^{\circ}00'11''$ East 109.04 feet;

thence North $82^{\circ}27'36''$ East 470.25 feet;

thence North $5^{\circ}50'28''$ West 43.52 feet;

thence North $82^{\circ}27'36''$ East 741.54 feet; to the point of beginning.

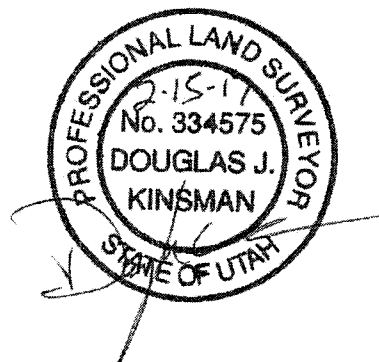
Contains 587,187 square feet or 13.48 acres.

FEBRUARY 15, 2017

Date

Douglas J. Kinsman

License no. 334575





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

Civil Engineering
Structural Design
Land Surveying
Water Design
Planning

Zoning Map

1. What is the present zoning of the property?

The present zoning of the property is R1-7.

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

The proposed zoning R1-7 is a medium density residential zone adding a PUD overlay zone is consistent with the current land use designation.

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

The surrounding area is zoned R1-7.

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

The subject property is currently not being used, it is all open space. This zoning change would allow us to keep more of it as open space.

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

The proposed zoning promotes the goals and objectives of Tooele City by providing flexibility in site and building design, placement of buildings, use of open space. Also, to create opportunities for flexible site planning and development options where the standard lot configuration is not practical or desirable.

SALT LAKE CITY
45 West 10000 South, Ste 500
Sandy, UT 84070
P 801.255.0529

LAYTON
1485 W Hillfield Rd, Ste 204
Layton, UT 84041
P 801.547.1100

CEDAR CITY
1870 North Main Street, Ste 104
Cedar City, UT 84721
P 435.865.1453

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

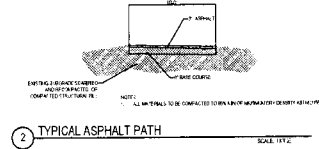
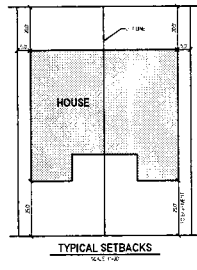
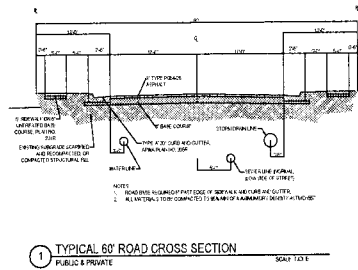
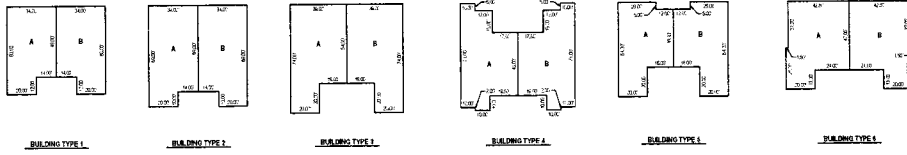
RICHFIELD
5 West Constitution Way, Ste 1140
Richfield, UT 84701
P 435.896.2983

EXHIBIT D

(Par 4 Estates Subdivision)



BUILDING EXAMPLES
(THESE ARE EXAMPLES ONLY. FINAL HOUSES MAY BE DIFFERENT)

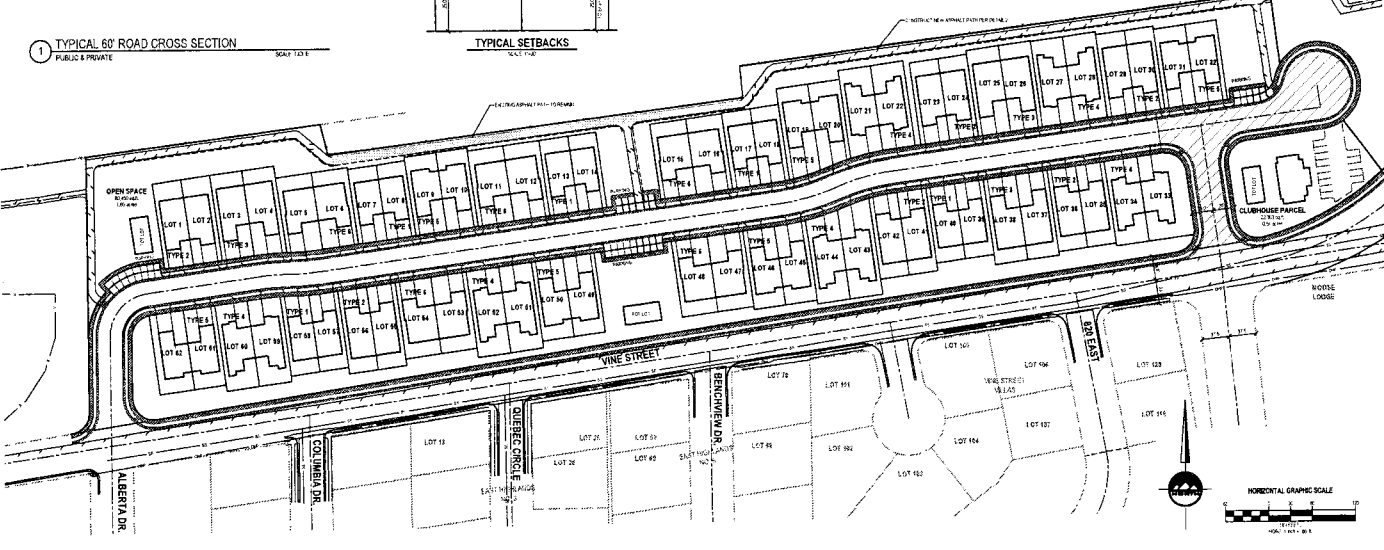


SITE DATA

1. TOTAL AREA	107,000 sq. ft.
2. PUBLIC RIGHT-OF-WAY AREA	11,270 sq. ft.
3. PRIVATE RIGHT-OF-WAY AREA	95,730 sq. ft.
4. UNDEVELOPED AREA (NET)	128,000 sq. ft.
5. PRIVATE UNDEVELOPED	67
6. OTHER TRAIL	3,920 sq. ft.

LEGEND

PUBLIC ROAD



EN SIGN
THE STANDARD IN ENGINEERING

TOOELE
1626 MAIN STREET, SUITE 1
TOOELE, UT 84774
PHONE: 425.843.3550

SALT LAKE CITY
PHONE: 801.255.2029

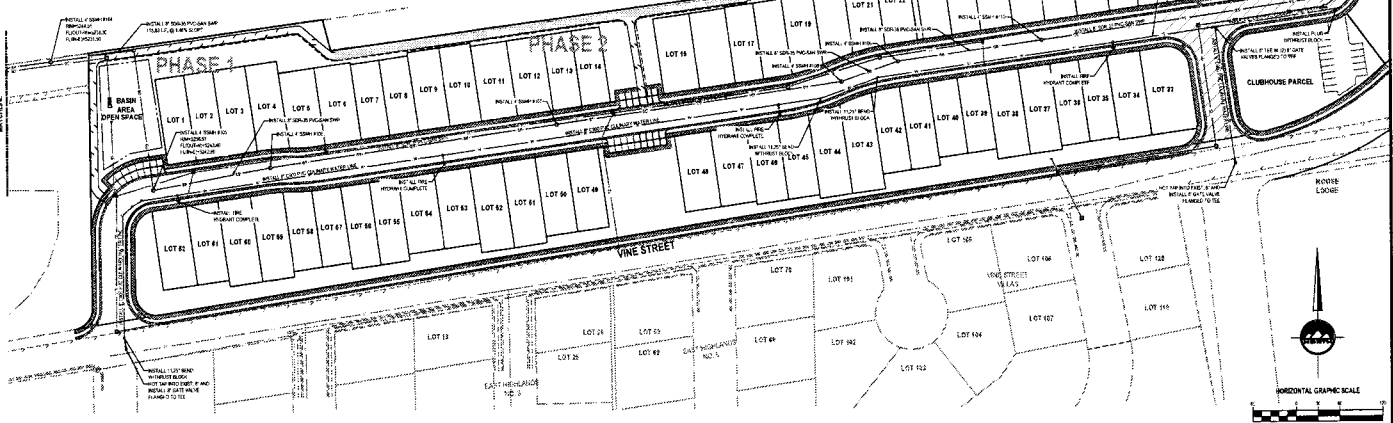
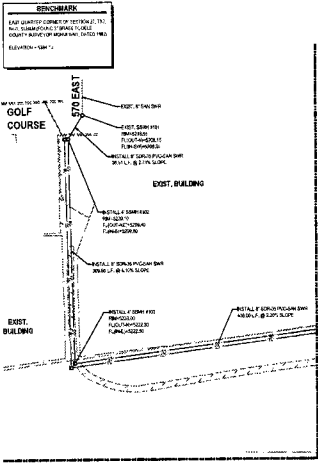
LAYTON
PHONE: 801.547.1190

CEDAR CITY
PHONE: 435.965.1463

RICHFIELD
PHONE: 435.996.2993

WWW.ENSIGNENR.COM

PAR 4 ESTATES SUBDIVISION
270 SOUTH DROUBAY ROAD
TOOELE, UT 84774
PROJECT NO. 2014-001
DATE: 10/20/14



- GENERAL NOTES:**
1. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.
 2. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF SALT LAKE COUNTY AND THE STATE OF UTAH.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF SALT LAKE COUNTY AND THE STATE OF UTAH.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF SALT LAKE COUNTY AND THE STATE OF UTAH.
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 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF SALT LAKE COUNTY AND THE STATE OF UTAH.

ENSIGN
THE DESIGN ENGINEERS

TOOLEE
101 S. Main Street, Suite 1
Toolee, UT 84074
Phone: 435.843.3500

SALT LAKE CITY
Phone: 801.252.3028

LAYTON
Phone: 801.541.1100

CELANO CITY
Phone: 435.865.1463

RICHFIELD
Phone: 435.894.2563

www.ensigneng.com

PAR 4 ESTATES SUBDIVISION
VINE STREET & DROUBAY ROAD
TOOLEE, UTAH

CONCEPT

UTILITY PLAN

2 of 2

STAFF REPORT

June 13, 2018

To: Tooele City Planning Commission
Business Date: June 13, 2018

From: Planning Division
Community Development Department

Re: Par 4 Estates – Ordinance 2018-07 Planned Unit Development Overlay District request

Application No.: 2170115
Applicant: Doug Kinsman, Ensign Engineering
Project Location: Northwest corner of Vine Street and Droubay Road
Zoning: R 1-7 Residential Zone
Acreage: Approximately 13.48 Acres
Request: Request for approval of Ordinance 2018-07 for a Planned Unit Development Overlay District in the R 1-7 Medium Density Residential zone regarding the development of a 62 unit single family residential development.

BACKGROUND

This application is a request for approval of a Planned Unit Development Overlay District for approximately 13.48 acres located on the northwest corner of Vine Street and Droubay Road. The property is currently zoned R 1-7 Medium Density Residential. The applicant is requesting that a Planned Unit Development Overlay District be approved to allow for the development of the currently vacant site as a 62 unit Planned Unit Development. The property was purchased from Tooele City by Par 4 Estates, LLC. The applicant would like a PUD zoning overlay to allow for reduced lot size and reduced setbacks in order to develop 62 single family dwellings with increased open space and amenities for the residents. The R1-7 zoning district allows for 5 units per net acre maximum with a PUD overlay. The project area includes approximately 0.72 acres of City owned land which will public right of way to accommodate parking for the Oquirrh Hills Golf Course and trailhead which is located on the east end of the development. Tooele City has retained ownership of this parcel and the road leading to the parking area will be public. The remaining road will be privately owned and maintained by the HOA. The developable area is approximately 12.76 acres. Attached is ordinance 2018-07 (**EXHIBIT A**) which includes the purchase agreement between Par 4 Estates, LLC and Tooele City.

ANALYSIS

Zoning. The property has been assigned the R1-7 Medium Density Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R 1-7 zoning district is (**MDR, R1-7, R1-8, and R1-10**) 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.”

Criteria For Approval. The criteria for review and potential approval of a Planned Unit Development Overlay District request is found in Sections 7-6-4 and 7-6-6 of the Tooele City Code. This section depicts the standard of review for such requests as:

7-6-4. Authorization of a Planned Unit Development Overlay District.

- (1) Qualifying Districts. A Planned Unit Development Overlay District may be allowed by the City Council as an overlay zoning district in the Residential Zoning Districts of the City with a minimum area of five (5) acres.
- (2) Procedure for Approval. A Planned Unit Development Overlay District may only be authorized by the City Council, as an amendment to the Tooele city Zoning District Map, after receipt of a recommendation from the Planning Commission, and after complying with all the requirements of §10-9-403, Utah Code Annotated (U.C.A.). In evaluating the appropriateness of approving a Planned Unit Development Overlay District the City Council and Planning Commission may consider the following factors, among others:
 - (a) The suitability of the properties for a Planned Unit Development Overlay District designation;
 - (b) That adequate public services and facilities exist or can be provided to serve the proposed Planned Unit Development area;
 - (c) A Planned Unit Development area will encourage greater efficiency in the delivery of City- provided services;
 - (d) The Planned Unit Development has the potential of providing additional amenities for the residents of the area, or the residents of the City, than would be achieved by a conventional development pattern;
 - (e) Whether the establishment of a Planned Unit Development District will have a negative affect on the rights, enjoyment and uses on nearby and adjoining properties; and
 - (f) The gain to the public health, safety and welfare and the overall community benefit to authorizing a Planned Unit Development designation.
(Ord. 97-21, 06-04-97)

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Par 4 Estates Planned Unit Development Overlay submission and has issued a recommendation for approval for the request with the following proposed 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 Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. Plans are to be stamped and signed by a professional engineer, registered in the State of Utah.

Engineering Review. The Tooele City Engineering Division has completed their reviews of the Par 4 Estates Planned Unit Development Overlay submission and have issued a recommendation for approval for the request with the following proposed conditions:

1. Plans are to be stamped and signed by a professional engineer, registered in the State of Utah.

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

STAFF RECOMMENDATION

Staff recommends approval of the request for Ordinance 2018-07 for a Planned Unit Development Overlay District by Par 4 Estates, LLC, application number 2170015, subject to the following conditions:

1. That all requirements of the Tooele City Engineering and Public Works Divisions shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report shall be satisfied throughout the development of the site and the construction of all buildings on the site.
5. The road, water, sewer, and other normally public improvements in Par 4 Estates Subdivision private road will be privately-owned and maintained. The public storm drain that enters the south side of the property, this will remain a public line in a public utility easement; and,
6. Par 4 Estates, LLC shall provide a perpetual easement for access to the water meters for Tooele City to read the meters for billing purposes; and,
7. That the golf cart path shall be coordinated with the Parks Department.

This recommendation is based on the following findings:

1. The proposed development plans meet the requirements and provisions of the Tooele City Code.
2. 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.
3. The proposed development conforms to the general aesthetic and physical development of the area.
4. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

To City Council

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Par 4 Estates Subdivision Ordinance 2018-07 for a Planned Unit Development Overlay District Request by Par 4 Estates, LLC to allow for construction of a 62 unit single family residential planned unit development, application number 2170015, based on the findings and subject to the conditions listed in the Staff Report dated June 13, 2018:”

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Par 4 Estates Subdivision Ordinance 2018-07 for a Planned Unit Development Overlay District Request by Par 4 Estates, LLC to allow for construction of a 62 unit single family residential planned unit development, application number 2170015, based on the following findings:”

EXHIBIT A

ORDINANCE 2018-07

TOOELE CITY CORPORATION

ORDINANCE 2018-07

AN ORDINANCE OF THE TOOELE CITY COUNCIL CREATING A PLANNED UNIT DEVELOPMENT ZONING OVERLAY ON PROPERTY ZONED R1-7 LOCATED AT THE CORNER OF VINE STREET AND DROUBAY ROAD

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

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

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

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

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

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

WHEREAS, Tooele City Code Chapter 7-6 constitutes Tooele City's Planned Unit Development (PUD) overlay zoning district, the purposes of which are stated in §7-6-1, incorporated herein by this reference, and which include, among others, to create opportunities for flexible site planning, to encourage the preservation of open space areas and critical natural areas, and to encourage the provision of special development amenities by the developer; and,

WHEREAS, the R1-7 zoning district is currently assigned to approximately 13.48 acres of land located west of Droubay Road and north of Vine Street (see map attached as Exhibit A); and,

WHEREAS, the property was purchased by John Harris from Tooele City (See the purchase and sale agreement attached as Exhibit B); and,

WHEREAS, Tooele City retained ownership of 1.5 acres on the east end of the project to be retained as a trailhead for the County trail system and parking for the Oquirrh Hills Golf Course; and,

WHEREAS, the 13.48 acres are currently owned by Par 4 Estates, LLC; and,

WHEREAS, by Rezone Petition received February 15, 2017, Par 4 Estates, LLC requested that Par 4 Estates subdivision receive a Planned Unit Development ("PUD") overlay zone designation for the purpose of decreasing lot size, lot width and lot setbacks "providing flexibility in site and building design, placement of buildings, use of open space" (see the February Rezone Petition attached as Exhibit C); and,

WHEREAS, the R1-7 zoning district allows lots at 7,000 square-foot minimum, Par Fore Estates Subdivision will have lots as small as 4,200 square-foot; and,

WHEREAS, the R1-7 zoning district requires a minimum of 60 feet lot width, Par Fore Estates Subdivision will have lot widths as small as 40 feet; and,

WHEREAS, the R1-7 zoning district allows a maximum of 5 units per acre; which will allow for 62 lots maximum (reference Tooele City Code §7-14 Table 2, et seq.); and,

WHEREAS, Par 4 Estates Subdivision is anticipated to contain 62 lots and 3.42 acres of open space (see Exhibit D); and,

WHEREAS, the surrounding developments to the west and south are zoned RI- 7, with the Tooele City owned Oquirrh Hills Golf Course located to the north and east; and,

WHEREAS, the road, water, sewer, and other normally public improvements in Par 4 Estates Subdivision private road will be privately-owned and maintained ; and, WHEREAS, Par 4 Estates, LLC shall provide a perpetual easement for access to the water meters for Tooele City to read the meters for billing purposes; and, WHEREAS, Par 4 Estates Subdivision will contain zero lot line twin homes, but will comply with the Tooele City single-family design standards (reference Tooele City Code §7-1 lb-I, et seq.); and,

WHEREAS, the minimum setbacks in the R1-7 zoning district, and the setbacks requested by Par Fore Estates, LLC for the PUD, are as follows (see Exhibit C):

Setbacks	Current	Requested
Front	25'	25'
Rear	20'	20'
Side	6'	5'

WHEREAS, Utah Code §10-9a-501 and §10-9a-503 provide for the municipal legislature to consider Planning Commission recommends for amendments to the land use ordinances and zoning map, and to approve, revise, or reject the recommended amendments; and,

WHEREAS, the City Administration recommends approval of this Ordinance 2018-07 as being in the best interest of the City to allow for a desirable development along the Golf Course; and,

WHEREAS, the City Council finds that, subject to the reasonable and appropriate conditions outlined below, the proposed PUD overlay rezone is consistent with the General Plan and is not adverse to the best interest of the City; and,

WHEREAS, because the City is under no obligation to approve a PUD, it is appropriate for the City to require Par 4 Estates, LLC to comply with the conditions listed below:

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

1. The Tooele City Zoning Map is hereby amended to indicate that Par 4 Estates Subdivision is a Planned Unit Development, the underlying zone of which shall remain R1-7; and,
2. Conditions: As express conditions to the City's approval of this Ordinance 2018- 07 and the Zoning Map amendment approved thereby, Par 4 Estates, LLC is hereby required to do all of the following at no cost to Tooele City:
 - a. Lot Setbacks: minimum front, rear, and side yard setbacks shall be 25 feet, 20 feet, and 5 feet, respectively.
 - b. Lot Size: each lot shall be a minimum of 4,200 square feet.
 - c. Water Rights: convey to the Tooele City Water Special Service District, by water rights deed, municipal water rights pursuant to Tooele City Code 7- 26, as amended.
 - d. Golf Cart Path Easement: convey to Tooele City Corporation, with the Par 4 Estates Subdivision plat, a 10 foot wide Cart Path easement along the north boundary of the subdivision and construct the ten foot Cart path as referenced in the purchase and sale agreement. (See Exhibit B)
 - e. Sewer: Secure and record an off-site easement to route sewer through off site property as may be necessary to meet development needs.
 - f. Storm Water: detain and/or retain on-site storm water generated from Par 4 Estates Subdivision over and above the volume of storm water historically generated from Par 4 Estates, LLC property, but in no case allow more than 0.1 cfs/acre off-site discharge for the 10-year design return storm event. In addition, the developer shall reroute all existing storm water which enters the property from the south through the property within a City approved easement. All storm water detention areas and conveyance facilities shall be owned and perpetually maintained by a duly organized homeowner's association.
 - g. Design Standards: comply with the single-family design standards, established in Tooele City Code Chapters 7-11a and 7-11 b, respectively, and §7-12-4(3), as amended.
 - h. Tooele City Regulations: The Owner shall comply with all other Tooele City regulations, whether established by ordinance or policy, including, but not limited to the payment of impact fees. All public improvements shall be designed and construction to standards and specifications determined by the City.
 - i. Double-frontage Lots: provide for the installation and perpetual maintenance, by a duly-organized homeowner's association, of the public improvements (e.g.,

fencing, sidewalks, park strip landscaping, etc.) associated with double-frontage lots, and as required by Tooele City code §7-19-17.1.

j. Fencing: Fencing, other than may be required for rear patio screening, shall not be placed on individual lots and will be regulated by a duly organized homeowner's association.

3. Rational Basis: the City Council hereby finds that the above-described express conditions to the approval of this Ordinance 2018-07 are reasonable and necessary to serve, protect, and preserve the health, safety, and welfare of Tooele City and its residents, including future residents of the Property.

4. No Vesting: approval of this Ordinance 2018-07, together with its Exhibit A, shall not be construed to imply or constitute any vesting or entitlement as to intensity of use (i.e., density) or configuration (i.e., lots, roads).

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this A, day of - , 2018.

TOOELE CITY COUNCIL

(For)

G, kiggc?-7(7,

(Against)

ABSTAINING:

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Ag\f-

SEAL 1100CT t

v\ Approved as to Form:

Rog Baker, Tooe e City

ATTEST:

Michelle Y Pitt, Recorder

EXHIBIT A

(Zoning Map)

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RST

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EXHIBIT B

(Purchase Agreement)

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL, ESTATE PURCHASE AND SALE AGREEMENT (the "-Agreement") is effective as of the 1 day of May, 2016 (the "Effective Date"), and made by and among TOOELE CITY CORPORATION, Tooele County, Utah, a municipal corporation and political subdivision of the State of Utah (the "-City"). and PAR 4 ESTATES, LLC, a Utah limited liability company (-Purchaser"). The City and Purchaser are sometimes referred to herein individually as a "-Party" or collectively as the "-Parties".

RECITALS

A. The City is the fee simple owner of real property consisting of a total of approximately 9.80 acres of undeveloped land located at approximately 775 Fast Vine Street (the "Property"). which is located within the boundaries of Tooele City, Tooele County, state of Utah. and depicted and legally described on Exhibit A attached hereto.

B. The Tooele City Council approved Resolution 201542 on September 16, 2015, authorizing the sale of the Property.

- C. The Tooele City Council approved Resolution 2016-12 on February 17, 2016, authorizing this Agreement.
- D. The City received an appraisal report dated August 13, 2015, which found the fair market appraised value of the Property to be \$30,000 per acre.
- E. The City advertised for and received sealed bids for the purchase of the Property, with the highest bid being made by Purchaser on September 18, 2015.
- F. The City is willing to sell the Property to Purchaser on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in global consideration of the mutual undertakings set forth in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree to be bound by the following terms and conditions:

1. PURCHASE AND SALE OF THE REAL ESTATE. The City shall sell to Purchaser, and Purchaser shall purchase from the City, the Property in accordance with the terms, conditions, and provisions set forth in this Agreement.
2. PURCHASE PRICE. The Purchase Price for the Property shall be \$30,000 per acre, or \$294,000. The Purchase Price shall be payable in cash to the City at the Closing (as defined below).
3. TITLE AND DEED. The City shall convey the Property by Quit Claim Deed. Purchaser agrees to purchase the Property in its "as is" condition with no warranties. In the event Purchaser objects to any title exceptions noted in a title report obtained by Purchaser, at Purchaser's option, Purchaser may terminate this Agreement.
4. STORM WATER EASEMENT. Purchaser understands that the Property receives historic storm water from other properties located to the south, and shall prepare at Purchaser's expense, and shall convey to the City, an easement for this storm water to be routed through the Property at locations and in configurations acceptable to the Parties, and according to the City's specifications. The storm water easement shall be depicted and described on a subdivision plat of the Property prepared by Purchaser.
5. STORM WATER DETENTION AND CONVEYANCE. Purchaser shall design and construct facilities to detain storm water generated on the Property. Further, Purchaser shall design and construct storm water conveyance facilities to convey the historic storm water across and through the Property, to the City's specifications, at Purchaser's cost. Purchaser shall design the storm water detention and conveyance facilities in cooperation with the City so as to not cause damage to the Oquirrh Hills Golf Course and other property.
6. GOLF CART PATH EASEMENT. The Parties desire to allow a ten-foot-wide golf cart path to cross the Property. To this end, Purchaser shall prepare at Purchaser's expense, and shall convey to the City, an easement for the golf cart path to be routed across the Property at a location and in a configuration acceptable to the Parties, The easement shall be depicted and described on a subdivision plat of the Property prepared by Purchaser.
7. GOLF CART PATH. An existing golf cart path traverses the Property. The Parties desire to retain a golf cart path across the Property, but Purchaser desires the existing golf cart path to be relocated as part of Purchaser's development plans for the Property. In recognition of the fact that the City constructed the existing golf cart path and has maintained the existing golf cart path for many years. Purchaser agrees to bear the cost of designing and installing the new golf cart path upon the golf cart path easement. Purchaser shall own the new golf cart path and shall bear the cost of maintaining the new golf' cart path. The Parties shall work cooperatively to establish the specifications, location, and construction schedule for the new golf cart path. The existing golf cart path shall remain in place until replaced with the new golf cart path. The City may utilize both the existing golf cart path and the new golf cart path.
8. SANITARY SEWER EASEMENT. Purchaser desires to obtain from the City, and the City agrees to convey, an easement across the City's property for a sanitary sewer line into which Wastewater from buildings constructed on the Property will flow. The sanitary sewer easement shall be at a location, in a configuration, and to specifications acceptable to the City, and shall not traverse the Oquirrh Hills Golf Course. The easement shall be depicted and described in a separate recordable easement document acceptable to the Parties and prepared by Purchaser at Purchaser's expense. Purchaser shall be responsible to obtain from other property owners any additional easements necessary for wastewater conveyance from the

Property, at Purchaser's expense. The City shall convey the sanitary sewer easement to Purchaser at no additional cost to Purchaser.

9. OTT LER PARCELS. Purchaser intends to acquire, by separate agreement, a 3.377- acre parcel of property (the -School District Parcel-) and a 0.11-acre parcel of property (the "Golf Course Parcel-") from the bode County School District (the - District-). The District, by separate agreement, has conveyed a 3,02-acre parcel of property (the "Ball Field Parcel": collectively the -Other Parcels-) to the City for public purposes. Purchaser shall survey, at Purchaser's expense, the Other Parcels. Purchaser shall convey the Golf Course Parcel to the City at no cost to the City.

10. SUBDIVISION PLATS. The City shall bear the cost to subdivide the Property from its larger parcel. Purchaser shall bear the cost to subdivide the Property for development purposes, the plat for which subdivision shall include all public utility and drainage easements, the golf cart access easement, the storm water conveyance easement, rights-of-way, and other conditions required by this Agreement, and by City, State. and Federal laws and regulations.

11. ZONING. Purchaser acknowledges and understands that the Property is currently zoned R I -7.

12. DEVELOPMENT COSTS. The Property is currently undeveloped. Purchaser shall be responsible for all development costs associated with developing the Property, including entitlement, construction of public improvements (as defined in the City Code), payment of fees, conveyance of water rights and other items required by this Agreement and by City, State, and Federal laws and regulations.

13. CLOSING, Closing shall take place in the offices of Tooele City located at 90 North Main Street, Tooele, Utah. on or before June 1, 2016. Purchaser shall pay all closing costs.

14. M 1 SCE LANEOUS.

14.1 Merger: The obligations contained in this agreement shall sui-vive, and not merge with, the Quit Claim deed upon closing and recordation.

14.2 Notices: All notices required or desired to be given under this Agreement shall be in writing and delivered (a) personally, (b) by either overnight courier delivery, (c) sent by registered or certified mail, postage prepaid, return receipt requested, or (d) sent by facsimile telecopy with a duplicate copy sent by regular U.S. Mail postage prepaid on the same day as the facsimile telecopy transmission, together with the sending party's confirmation of the receipt of the transmission by the receiving party addressed as set forth below

TO TOOELE CITY CORPORATION:

Mayor Patrick Dunlavy 90 North Main Street Tooele, Utah 84074

TO PAR 4 ESTATES, [IC:

John Harris, Managing Member 272 North Broadway
Tooele, Utah 84074

14.3 Successors and Assigns: This Agreement may not be assigned by Purchaser without the express written consent of the City, which may be withheld in the City's sole discretion.

14.4 Amendments: This Agreement may be amended or modified only by a written instrument duly authorized and executed by the City and Purchaser.

14.5 Governing Law: This Agreement shall be governed by the laws of the State of Utah. Venue shall be in Tooele County, Utah.

14.6 Attorneys' Fees: If any formal action or proceeding (e.g., law suit, arbitration) is brought by any party to enforce this Agreement, the prevailing party(s) shall be entitled to recover its related costs and reasonable attorneys' fees, whether such sums are expended at trial, at arbitration, on appeal, or in any bankruptcy proceeding.

14.7 Entire Agreement: This Agreement constitutes the final expression of the Parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, negotiations, and discussions between the Parties and/or their respective counsel with respect to the subject matter covered hereby. Except as expressly stated in this Agreement. no Party hereto has made any statement or representation to any other party hereto regarding the facts relied upon by said Party in entering into this Agreement, and each Party hereto specifically does not rely upon any statement, representation, or promise of any other Party hereto in executing this Agreement, except as expressly stated in this Agreement. Each Party and their attorneys, if the Party so chose, had the

opportunity to make such investigation of the facts pertaining to this Agreement, and all of the matters appertaining thereto, as they deem necessary.

14.8 Consideration: The various considerations agreed to and exchanged in this agreement shall considered global consideration. No particular item of consideration shall be deemed to be in exchange for any other particular item of consideration. Each and every promise and performance by one Party shall be in exchange for each and every promise of the other Party, in the aggregate. The payment of the Purchase Price is only one item of consideration in this Agreement's global consideration.

14.9 Section Headings: The section headings inserted in this Agreement are for convenience only. They shall not he construed to limit, enlarge, or otherwise affect the scope or intent of this Agreement or the meaning of any provision.

14.10 Recitals: The recitals set forth at the beginning of this Agreement are hereby incorporated into this Agreement and made a part of the substance hereof IN WITNESS WHEREOF, Purchaser and the City have placed their signatures.

SELLER:

TOOELE CI FY CORPORATION

APPROVED AS TO FORM:

ATTEST:

PURCHASER:

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PAR 4 ESTATES, 1,LC

Jot ip 1-1Lrris, Managing Member

Exhibit A

Illustration and Description of the Property and the Other Parcels

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applicant for tin ision if the plum are found to he inconsistent with the requirements of the City Code and all other applicable City. ordinances. All submitted map amendment proposals shall be reviewed in accordance with the Toode City Code Submission of a map amendment proposal in no 1.vay guarantees placement of the application on any panic ular agenda of any City re.viewina body, It is strongly' advised that all application, he submitted well in ,ni, ns:g olany anticipated deadlines.

Project Information

Date of Submission February 13, 2017Current Map Designation Proposed Map
Destenation' Pared iit,119-035-0-0101,
R1-7 R I -7 (PU15) 02-007-0-0079
Project Name Acres
PAR FORE ESTATES SUBDIVISION 9.80. 3.66
Project Address'
VINE STREET & DROUBAY ROAD. TOOEELE, UTAH 84074
Proposed for Amendment'
0 Ordinance 0 General Plan FA Master Plan: ZONING

Brief Project Summary'

The project is a medium density subdivision.
The proposed zoning promotes the goals and objectives of Tooele City by providing flexibility in site and building design, placement of buildings, use of open space. Also, to create opportunities for flexible site planning and development options where the standard lot configuration is not practical or desirable.

Property Owner(s): PAR FORE ESTATES, LLC Applicant(s); ENSIGN ENGINEERING
Address NORTH BROADWAY rldress, 169 NORTH MAIN STREET. UNIT I
272

City State: Zip City' State- Zip
TOOELE UTAH 84074 TOOEELE UTAH 84074

Phone Phone'
435-833-0130 435-843-3590

Contact Person: DOUG KINSMAN Address 169 NORTH MAIN STREET. UNIT I
Phone 435-843-3590 Cat' TOOEELE State: Zip 84074

UTAH
Cellular Fax Email'
DKINSMAN@ENSIGNUTAH.COM

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Note to Applicant:

Zoning and map designations are made by ordinance. Any Change of zoning or map designation is an amendment the ordinance establishing that map for which the procedures are established by thy and state law. 'Since the procedures must be followed precisely, the time for amending the map may vary from as little as 21/2 months to 6 months or more depending on the size and complexity of the application and the timing.

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AFFIDAVIT
PROPERTY OWNER
STATE OF UTAH
155

COUNTY OF TOOELE

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I/we, C) ^\,1\ , being duly sworn, depose and say that I/we am/are the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my/our knowledge. I/we also acknowledge that I/we have received written instructions regarding the application for which I/we am/are applying and the Tooele City Community Development Department staff have indicated they are available to assist me in making this application.

Subscribed and sworn o me this 15) day of \-01,)k \ANL), 201:\ (Property Owner)

YVONNE CO Yr\N-06 Ai\X\S)0, /VI\
'Notary)

Residing in •N County, Utah

Notary Public

State Of Utah My commission expires: \,c \eV?) \

My 7,'ommis5ion Expires June 23, 2018

' 0 ml s slow NUMBER 678167

AGENT AUTHORIZATION

I/we, , the owner(s) of the real property described in the attached application, do authorize as my/our agent(s), , to represent me/us regarding the attached application and to appear on my/our behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Dated this day of , 20 personally appeared before me the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

(Notary) Residing in County, Utah

(Property Owner)

My commission expires:

BOUNDARY DESCRIPTION

A parcel of land, situate in the Northeast Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel is also located in Tooele, Utah, more particularly described as follows:

Beginning at the Northwest corner of Lot 102 of 'Moele City Vine Street Minor Subdivision', recorded as Entry #426075 on March 15, 2016 at the Tooele County Recorder's Office, said point being North 0'20'13 West 1101.47 feet along the Section line and West 313,00 feet from the found brass Tooele County Surveyor's monument dated 1982 representing the Quarter Corner between Sections 27 and 26, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running: thence South 7°32'24" East 100.00 feet along the westerly boundary of said Lot 102 of 'Tooele City Vine Street Minor Subdivision', this call and the following 3 calls;

thence Southeasterly 212.35 feet along the arc of a 60,00-foot radius non-tangent curve to the right (center bears South 59°44'44" East and the long chord bears South 48°21'28" East 117,64 feet with a central angle of 202°46'327

thence South 36°58'12" East 87.41 feet;

thence Southwesterly 227.77 feet along the arc of a 375.00-foot radius non-tangent curve to the right (center bears North 43°25'14" West and the long chord bears South 63°58'47" West 224,28 feet with a central angle of 34'48'011 to a point located on the north line of Vine Street;

thence South 81°22'47" West 727.67 feet along the north line of said Vine Street;

thence South 80°54'19" West 905.96 feet along the north line of said Vine Street to the southeasterly corner of the Tooele City Parcel of that certain Quit Claim Deed recorded as Entry #428766 on May 10, 2016 at the Tooele County Recorder's Office;

thence Northeasterly 41.92 feet along the arc of a 29.50-foot radius non-tangent curve to the left (center bears North 9°05'411 West and the long chord bears North 40°11'31" East 38.48 feet with a central angle of 81°2536") along the easterly boundary of said Tooele City Parcel;

thence North 0°31'17" West 351.29 feet along the easterly boundary of said Parcel 2 to its Northeast corner, said point also being on the southerly line of the Oquirrh Hills Golf Course;
thence North 82°27'36" East 327.50 feet along the southerly line of said Oquirrh Hills Golf Course, this call and the following 5 calls;
thence South 14°16'55" East 42,76 feet;
thence North 83°00'11" East 109.04 feet;
thence North 82°27'36" East 470.25 feet;
thence North 5°50'28" West 43.52 feet;
thence North 82°27'36" East 741.54 feet; to the point of beginning.
Contains 587.187 square feet or 13.48 acres.

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Date

Douglas J. Kinsman License no. 334575

Zoning, General Plan, & Master Plan Map Amendment

Application Checklist

ENSIGN

THE STANDARD IN ENGINEEMN,G

Civil Engineering

Structural Design

Land Surveying

Water Design

Planning

Zoning Map

1. What is the present zoning of the property?

The present zoning of the property is R1-7.

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

The proposed zoning R1-7 is a medium density residential zone adding a PUD overlay zone is consistent with the current land use designation.

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

The surrounding area is zoned R1-7.

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

The subject property is currently not being used, it is all open space. This zoning change would allow us to keep more of it as open space.

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

The proposed zoning promotes the goals and objectives of Tooele City by providing flexibility in site and building design, placement of buildings, use of open space. Also, to create opportunities for flexible site planning and development options where the standard lot configuration is not practical or desirable.

SALT LAKE CITY LAYTON CEDAR CITY TOOELE

45 West 10000 South, Ste 500 1485 W HiWield Rd, Ste 204 1870 North Main Street, Ste 104 169 N. Main Street. Unit 1

Sandy, UT 84070 Layton. UT 84041 Cedar City, UT 84721 Tooele, UT 84074

P 801 255 0529 P 801.547.1100 P 435 865.1453 P 435 843.3590 RICHFIELD

5 West Constitution Way, Ste 1140 Richfield, UT 84701

P 435 896.2983

A Value-Added Company

www.ensignenct.com

EXHIBIT D

(Par 4 Estates Subdivision)

FINAL PLAT

TOOELE CITY VINE STREET MINOR SUBDIVISION

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TooeleCity

Community Development Department

STAFF REPORT

June 13, 2018

To: Tooele City Planning Commission Business Date: June 13, 2018

From: Planning Division

Community Development Department

Re: Par 4 Estates – Ordinance 2018-07 Planned Unit Development Overlay District request

Application No.: 2170115

Applicant: Doug Kinsman, Ensign Engineering

Project Location: Northwest corner of Vine Street and Droubay Road

Zoning: R 1-7 Residential Zone

Acreage: Approximately 13.48 Acres

Request: Request for approval of Ordinance 2018-07 for a Planned Unit Development Overlay District in the R 1-7 Medium Density Residential zone regarding the development of a 62 unit single family residential development.

BACKGROUND

This application is a request for approval of a Planned Unit Development Overlay District for approximately 13.48 acres located on the northwest corner of Vine Street and Droubay Road. The property is currently zoned R 1-7 Medium Density Residential. The applicant is requesting that a Planned Unit Development Overlay District be approved to allow for the development of the currently vacant site as a 62 unit Planned Unit Development. The property was purchased from Tooele City by Par 4 Estates, LLC. The applicant would like a PUD zoning overlay to allow for reduced lot size and reduced setbacks in order to develop 62 single family dwellings with increased open space and amenities for the residents. The R1-7 zoning district allows for 5 units per net acre maximum with a PUD overlay. The project area includes approximately 0.72 acres of City owned land which will public right of way to accommodate parking for the Oquirrh Hills Golf Course and trailhead which is located on the east end of the development. Tooele City has retained ownership of this parcel and the road leading to the parking area will be public. The remaining road will be privately owned and maintained by the HOA. The developable area is approximately 12.76 acres. Attached is ordinance 2018-07 (EXHIBIT A) which includes the purchase agreement between Par 4 Estates, LLC and Tooele City.

ANALYSIS

Zoning. The property has been assigned the R1-7 Medium Density Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R 1-7 zoning district is (MDR, R1-7, R1-8, and R1-10) 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."

Par 4 Estates Subdivision

Planned Unit Development Overlay District Request

App. #2170015

Criteria For Approval. The criteria for review and potential approval of a Planned Unit Development Overlay District request is found in Sections 7-6-4 and 7-6-6 of the Tooele City Code. This section depicts the standard of review for such requests as:

7-6-4. Authorization of a Planned Unit Development Overlay District.

(1) Qualifying Districts. A Planned Unit Development Overlay District may be allowed by the City Council as an overlay zoning district in the Residential Zoning Districts of the City with a minimum area of five (5) acres.

(2) Procedure for Approval. A Planned Unit Development Overlay District may only be authorized by the City Council, as an amendment to the Tooele city Zoning District Map, after receipt of a recommendation from the Planning Commission, and after complying with all the requirements of §10-9-403, Utah Code Annotated

(U.C.A.). In evaluating the appropriateness of approving a Planned Unit Development Overlay District the City Council and Planning Commission may consider the following factors, among others:

- (a) The suitability of the properties for a Planned Unit Development Overlay District designation;
 - (b) That adequate public services and facilities exist or can be provided to serve the proposed Planned Unit Development area;
 - (c) A Planned Unit Development area will encourage greater efficiency in the delivery of City- provided services;
 - (d) The Planned Unit Development has the potential of providing additional amenities for the residents of the area, or the residents of the City, than would be achieved by a conventional development pattern;
 - (e) Whether the establishment of a Planned Unit Development District will have a negative affect on the rights, enjoyment and uses on nearby and adjoining properties; and
- (0 The gain to the public health, safety and welfare and the overall community benefit to authorizing a Planned Unit Development designation.

(Ord. 97-21, 06-04-97)

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Par 4 Estates Planned Unit Development Overlay submission and has issued a recommendation for approval for the request with the following proposed 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 Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. Plans are to be stamped and signed by a professional engineer, registered in the State of Utah.

Par 4 Estates Subdivision

Planned Unit Development Overlay District Request

App #2170015

Engineering Review. The Tooele City Engineering Division has completed their reviews of the Par 4 Estates Planned Unit Development Overlay submission and have issued a recommendation for approval for the request with the following proposed conditions:

1. Plans are to be stamped and signed by a professional engineer, registered in the State of Utah.

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

STAFF RECOMMENDATION

Staff recommends approval of the request for Ordinance 2018-07 for a Planned Unit Development Overlay District by Par 4 Estates, LLC, application number 2170015, subject to the following conditions:

1. That all requirements of the Tooele City Engineering and Public Works Divisions shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report shall be satisfied throughout the development of the site and the construction of all buildings on the site.
5. The road, water, sewer, and other normally public improvements in Par 4 Estates Subdivision private road will be privately-owned and maintained. The

public storm drain that enters the south side of the property, this will remain a public line in a public utility easement; and,

6. Par 4 Estates, LLC shall provide a perpetual easement for access to the water meters for Tooele City to read the meters for billing purposes; and,

7. That the golf cart path shall be coordinated with the Parks Department.

This recommendation is based on the following findings:

1. The proposed development plans meet the requirements and provisions of the Tooele City Code.

2. 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.

3. The proposed development conforms to the general aesthetic and physical development of the area.

4. The public services in the area are adequate to support the subject development.

MODEL MOTIONS To City Council

- -

Par 4 Estates Subdivision

Planned Unit Development Overlay District Request

App 2170015

Sample Motion for a Positive Recommendation - "I move we forward a positive recommendation to the City Council for the Par 4 Estates Subdivision Ordinance 2018-07 for a Planned Unit Development Overlay District Request by Par 4 Estates, LLC to allow for construction of a 62 unit single family residential planned unit development, application number 2170015, based on the findings and subject to the conditions listed in the Staff Report dated June 13, 2018:"

Sample Motion for a Negative Recommendation - "I move we forward a negative recommendation to the City Council for the Par 4 Estates Subdivision Ordinance 2018-07 for a Planned Unit Development Overlay District Request by Par 4 Estates, LLC to allow for construction of a 62 unit single family residential planned unit development, application number 2170015, based on the following findings:"

Par 4 Estates Subdivision App 2170015 Planned Unit Development Overlay District Request

EXHIBIT A

ORDINANCE 2018-07

*Extension of May 15, 2019, Policy Regarding Multi-Family Rezones through
September 16, 2020*

On May 29, 2019, the City Council approved, and the Chairman signed, a document entitled, “City Council Policy Regarding Multi-Family Rezones: Effective May 15, 2019.” The Policy announced: “Effective immediately, no new rezone applications to multi-family residential zoning districts for new multi-family residential projects will be accepted or approved for a period of up to 12 months, to allow time for the completion of a “comprehensive update to the City’s water and sewer master plans.”

As of May 6, 2020, the comprehensive update was not complete and the City Council approved an extension of the Policy through August 6, 2020. While the comprehensive update is well underway, it is still not complete. For the update to be of maximum utility to the City Council, Planning Commission, City Administration, and the development industry it must be completed. To this end, the City Council announces an extension of the Policy through September 16, 2020.

City Council Chair