
PUBLIC NOTICE

Notice is hereby given that the Tooele City Council, Tooele City Redevelopment Agency, and the Tooele City Water Special Service District will meet in a Work Session, on Wednesday, March 15, 2017 at the hour of 5:00 p.m. The meeting will be held at the Tooele City Hall Large Conference Room located at 90 North Main Street, Tooele, Utah.

1. Open City Council Meeting

2. Roll Call

3. Discussion:

- **Tooele City Water Special Service District Resolution 2017-01 A Resolution of the Tooele City Water Special Service District Approving a Water Right Lease Agreement with Metro Ready Mix
Presented by Paul Hansen**
- **Resolution 2017-14 A Resolution of the Tooele City Council Establishing Fees for Recycling
Presented by Mayor Patrick Dunlavy**
- **Resolution 2017-16 A Resolution of the Tooele City Council Authorizing an Agreement with Tooele County for Municipal Elections
Presented by Michelle Pitt**
- **Resolution 2017-05 A Resolution of the Tooele City Council Approving Amendment #3 to the Green Meadows Annexation Agreement
Presented by Roger Baker**
- **Resolution 2017-12 A Resolution of the Tooele City Council Approving the Municipal Wastewater Planning Program Self-Assessment Report for Tooele City for 2016
Presented by Jim Bolser**
- **Copper Canyon Phase 5 – Final Subdivision Plat Request
Presented by Jim Bolser**

4. Council Reports

5. Close Meeting

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

6. Adjourn

Michelle Y. Pitt
Tooele City Recorder/RDA Secretary

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

TOOELE CITY CORPORATION

RESOLUTION 2017-15

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AMENDMENT #3 TO THE GREEN MEADOWS ANNEXATION AGREEMENT.

WHEREAS, on November 5, 2014, the City Council approved Ordinance 2014-16, approving the 38-acre Green Meadows annexation; and,

WHEREAS, on November 19, 2014, the City Council approved Resolution 2014-53, approving the Green Meadows Annexation Agreement, which provided, in pertinent part, "The Property shall not be subdivided in phases, but shall be the subject of a single final subdivision plat"; and,

WHEREAS, on December 2, 2015, the City Council approved Resolution 2015-51, approving Amendment #1 to the Green Meadows Annexation Agreement; and,

WHEREAS, on September 7, 2016, the City Council approved Resolution 2016-44, approving Amendment #2 to the Green Meadows Annexation Agreement; and,

WHEREAS, the current owner of the annexed property has expressed to the City Administration that to require the property to be developed in a single phase is economically impossible due to project infrastructure and financing costs, and has requested that the Annexation Agreement be amended to allow the project to be developed in phases as allowed by the Tooele City Code; and,

WHEREAS, the City Council discussed the requested amendment during its open and public work meeting on March 1, 2017 (see the minutes attached as Exhibit B); and,

WHEREAS, the City Administration recommends that Section 3.a. of the Green Meadows Annexation Agreement be amended as follows:

Land Use Approvals. Petitioner shall comply with all applicable Tooele laws and regulations, current as of the date of this Agreement, for approval of the preliminary plan and final subdivision plats for the Property. ~~The Property shall not be subdivided in phases, but shall be the subject of a single final subdivision plat.~~
; and,

WHEREAS, it is in the best interest of Tooele City to further amend the Annexation Agreement to allow the project to be developed in phases so the project will not remain vacant and so the purposes of the Annexation Agreement can be fulfilled:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Amendment #3 to the Green Meadows Annexation Agreement is hereby approved, as shown above, to allow the annexed property to be developed in phases pursuant to the requirements of the Tooele City Code. No other amendments are approved.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

March 1, 2017, Minutes

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

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

City Council Members Present:

Chairwoman Debbie Winn
Scott Wardle
Dave McCall
Steve Pruden
Brad Pratt

City Employees Present:

Mayor Patrick Dunlavy
Glenn Caldwell, Finance Director
Jim Bolser, Director of Community Development and Public Works
Michelle Pitt, Recorder
Matt Johnson, Assistant City Attorney
Rachelle Custer, City Planner
Bucky Whitehouse, Fire Chief
Randy Sant, Economic Development and Redevelopment Agency Director

Minutes prepared by Michelle Pitt

1. Open Meeting

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

2. Roll Call

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

3. Discussion:

- WFRC Draft RPO Plan
Presented by Wayne Bennion

Mr. Bennion, from the Wasatch Front Regional Council, presented the Rural Planning Organization (RPO) plan and the Tooele Valley Long Range Transportation Plan Update. Mr. Bennion explained that the RPO has been around for over a decade. He felt that the RPO increases the amount of dialogue between county organizations and the Utah Transit Authority. Mr. Bennion said that having this plan in place allows for eligibility for funding, eventual completion, and shows a unified voice for the valley. He showed the Council the proposed timeline, with hopeful approval in the fall, after input from public officials and the public. Mr. Bennion reviewed the Tooele Draft Highway Phasing proposed for Phase 1: 2015-2024, and Phase 2: 2025-2040, the Draft Transit Plan, and the Draft ITS (Intelligent Transport Systems) Projects.

Mr. Bennion asked the Council if they had any concerns with the plan being released for public comment. The Council indicated that they did not have concerns with it going out to the public for comment.

- Catastrophic Wildfire Discussion
Presented by Chief Bucky Whitehouse

Chief Whitehouse presented the catastrophic wildfire destruction reduction strategy. With the property that the City owns, the City needs to consider a strategy. Chief Whitehouse said that in 2012-2016, significant events occurred during the wildfire seasons where wildfires were so large that municipalities could not afford to curb the fires themselves. They needed help from the state. In 2016 a law was put in place that directed the state forestry service to bring cities and counties online to create strategies.

Chief Whitehouse presented the Council with a Cooperative Agreement that would need to be signed by the City by July 1st. The City can either opt in or out of the plan. If the City opts in, and there is a wildfire in City boundaries, there will be an insurance agreement that the State will participate in the costs. Chief Whitehouse added that if the City experiences a fire where aircraft needs to be involved, costs escalate quickly. Chief Whitehouse felt that for the fire department, this was an important program to participate in. Tooele City has a risk and potential for a fire to escalate to the point where costs and the fire get out of control. If the City opts in, there is a commitment of about \$20,000 in-kind match per year to a community wildfire prevention program. Chief Whitehouse felt that the City was already doing enough to reach the \$20,000 per year in-kind match. The City just needed to do a thorough assessment of what was already being done.

Chief Whitehouse asked the Council to read the cooperative agreement and said that he would be back to follow up on the program.

Mayor Dunlavy added that the City spends about \$30,000 on weed reduction now. He felt it wouldn't be difficult to show the \$20,000 in-kind match.

- Resolution 2017-10 A Resolution of the Tooele City Council Approving a Contract with Rocky Mountain Recycling
Presented by Mayor Patrick Dunlavy

The Mayor said that the City asked Rocky Mountain Recycling for a contract for the curbside recycling program. They were slow in getting the contract to the City. Mayor Dunlavy said that nothing had changed from the \$0.25 per can per month figure discussed earlier.

- Ordinance 2017-04 An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-15 Regarding Secondhand Junk Dealers
Presented by Matt Johnson

Mr. Johnson said that in researching the Utah State Code, it was discovered that the City's Code regarding secondhand junk dealers was either duplicative or in conflict with the State Code. Mr. Johnson recommended to the Council that this section of the City Code be repealed.

- Ordinance 2017-05 An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-11 Regarding Private Police or Detectives
Presented by Matt Johnson

Mr. Johnson stated that this ordinance is similar to the prior item. The City's ordinance regarding private police or detectives is duplicative or in conflict with the State Code. City staff recommends it be repealed.

- Reimbursement of Subdivision Water Modeling Fees
Presented by Jim Bolser

Mr. Bolser said that the State adopted a code a couple of years ago requiring municipalities to adopt modeling fees. The City has had a modeling fee in place for some time. The City is getting to the point where development is picking up. Lots are beginning to run thin and new developments are coming forth for approval. The fees are based on the size of development and costs incurred by the City, and handled at the time of preliminary plat review.

- Additional Discussion Item

The Mayor said that the new developers involved in Green Meadows contacted him today asking if they need to abide by the stipulations placed on the prior developers. The prior stipulations required that the project be completed all at once, without any phasing. The new developers are asking if the project could be allowed to be phased in, instead of completed all at once. The Mayor went on to say that the new developers won't move forward with the project if the Council is going to require the project to be done all at once.

Councilman Pratt said that with the changes the new developers made, and the type of subdivision they are proposing, it would be detrimental to require them to put it in all at once. Councilman Pruden said that a nearby subdivision, Loma Vista was allowed to phase. There were prior issues with the question of whether or not Green Meadows would be completed, but things have changed. Mr. Bolser said that City staff would like to see a plan before phasing is allowed. Councilman Pruden asked if the City could require developers to put in all the infrastructure in the beginning, and then phase in the rest. Mr. Bolser answered that that's where all the costs come in. Mr. Bolser reiterated that the City would like to see the plan before a decision is made. The Mayor indicated he would get a hold of the developers to let them know that they needed to submit a plan to the City.

4. Close Meeting to Discuss Litigation, Property Acquisition, and Personnel

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

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

The meeting closed at 5:48 p.m.

Randy Sant joined the meeting at 6:14 p.m.

At 6:28 p.m. the meeting moved to the personnel discussion. Staff was excused from the meeting for this portion of the meeting. Those in attendance were: Councilman McCall, Councilman Wardle, Councilman Pruden, Councilman Pratt, and Chairwoman Winn and Mayor Patrick Dunlavy.

No minutes were taken on these items.

5. Adjourn

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

The meeting adjourned at 6:35 p.m.

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

Approved this 15th day of March, 2017

Debra E. Winn, Tooele City Council Chair

DRAFT

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council, Tooele City Redevelopment Agency, and the Tooele City Water Special Service District will meet in a Business Meeting on Wednesday, March 15, 2017 at the hour of 7:00 P.M. The meeting will be held in the Tooele City Hall Council Room located at 90 North Main Street, Tooele, Utah.

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Mayor's Youth Recognition Awards**
- 4. Public Comment Period**
- 5. Resolution 2017-17 A Resolution of the Tooele City Council Approving a Cooperative Agreement Between the Utah Division of Forestry, Fire, and State Lands, and Tooele City Corporation**
Presented by Bucky Whitehouse
- 6. Tooele City Water Special Service District Resolution 2017-01 A Resolution of the Tooele City Water Special Service District Approving a Water Right Lease Agreement with Metro Ready Mix**
Presented by Paul Hansen
- 7. Resolution 2017-14 A Resolution of the Tooele City Council Establishing Fees for Recycling**
Presented by Mayor Patrick Dunlavy
- 8. Resolution 2017-16 A Resolution of the Tooele City Council Authorizing an Agreement with Tooele County for Municipal Elections**
Presented by Michelle Pitt
- 9. Ordinance 2017-07 An Ordinance of Tooele City Amending Tooele City Code Title 6 Regarding Animal Control**
Presented by Roger Baker
- 10. Resolution 2017-12 A Resolution of the Tooele City Council Approving the Municipal Wastewater Planning Program Self-Assessment Report for Tooele City for 2016**
Presented by Jim Bolser
- 11. Resolution 2017-13 A Resolution of the Tooele City Council Establishing Fees for Water Modeling Associated with New Developments**
Presented by Jim Bolser
- 12. Copper Canyon Phase 5 – Final Subdivision Plat Request**
Presented by Jim Bolser

13. Minutes

14. Invoices

Presented by Michelle Pitt

15. Adjourn

Michelle Y. Pitt
Tooele City Recorder/RDA Secretary

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

TOOELE CITY CORPORATION

RESOLUTION 2017-17

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A COOPERATIVE AGREEMENT BETWEEN THE UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS, AND TOOELE CITY CORPORATION.

WHEREAS, in 2016, the Utah State Legislature passed new legislation allowing the State to pay significant portions of the cost of wildland fires occurring within the boundaries of municipalities, conditioned upon (1) those municipalities expending pre-determined amounts (the "Participation Match") on wildland fire prevention, and (2) those municipalities entering into cooperative agreements with the State (see the Frequently Asked Questions page attached as Exhibit A and the Cooperative Agreement attached as Exhibit B); and,

WHEREAS, paying the Participation Match for local fire prevention efforts, and entering into the Cooperative Agreement, are in the public interest as they (1) decrease the risk of wildland fire in Tooele City and (2) increase the amount of State funding available should a wildland fire occur in Tooele City;

WHEREAS, the Participation Match program and the Cooperative Agreement were discussed during the City Council's open and public work meeting on March 1, 2017 (see minutes attached as Exhibit C):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Cooperative Agreement (Exhibit B) is hereby approved, and that the Mayor is hereby authorized to sign the same.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Frequently Asked Questions

Exhibit B

Cooperative Agreement

Exhibit C

March 1, 2017, Minutes

FREQUENTLY ASKED QUESTIONS ON THE POLICY ADDRESSING UTAH'S CATASTROPHIC WILDFIRE REDUCTION STRATEGY (CatFire)



Q: Why is this change being proposed?

A: The Utah State Legislature and Governor Herbert have both concurred in directing the Division of Forestry, Fire & State Lands to develop a Comprehensive Statewide Wildland Fire Prevention, Preparedness and Suppression Policy. In addition, state statute contains potentially conflicting direction; currently, there is no way for the State of Utah to assist municipal governments financially. The policy change will enable the State to include all jurisdictions. With trends in wildfire costs, the current practices are not sustainable.

Q: Is participation mandatory or compulsory?

A: Participation is not required. Local governments are encouraged to learn the potential benefits and decide if participation is right for them. The system is opt-in.

Q: What is the "Participation Match" (PM)?

A: The PM is a calculated dollar amount that each city, town or county is responsible for meeting in order to fulfill their responsibility and receive State coverage for the payment of catastrophic wildfires that occur within their boundaries.

Q: Does the city/county pay the PM to the State?

A: No. The State does not require any payment of the PM. Participating governments conduct *prevention, preparedness and mitigation* actions and track the eligible expenses and provide documentation to satisfy their PM amount.

Q: How is the Participation Match calculated?

A: Two factors are used to calculate the PM: 1) Historic Wildfire Cost Average over 10 years with the highest and lowest cost years discarded. 2) Actual wildfire risk based on a wide-ranging and inclusive analysis using the State's Risk Assessment Model.

Q: How can I reduce my Participation Match?

A: The types of activities you choose to carry out in satisfying your PM can actually cause your match amount to decline over time. As *prevention, preparedness and mitigation* work is done, your score in the Risk Assessment Model will go down and as your costs go down, your Historic Wildfire Cost Average will also decline.

Q: What are my city/town/county's responsibilities when it comes to wildfire suppression?

A: All participating local governments are required to conduct initial attack, suppressing wildfires as aggressively as possible. As wildland fire training and apparatus are enhanced, your percent of wildfires caught in initial attack will also go up. This will result in a decline in Historic Wildfire Cost Average. Once a wildfire has outpaced local capacity, the fire costs can be delegated to the State.

Q: Who pays for initial attack? Can it be counted toward a city/town/county's PM?

A: The city, town or county pays for its own initial attack along with its other emergency response costs. Initial attack costs cannot be counted toward PM. As part of participation, cities, towns and counties **DO NOT PAY FOR ANY AIRCRAFT** even if the aircraft is used in initial attack.

Q: When is a wildfire considered to be beyond "Initial Attack"?

A: There are 4 ways for a wildfire to transitioned into a delegation of financial responsibility to the State:

1. If the local government(s) decide to transition out of initial attack
2. If wildfire suppression resources are ordered through one of the Interagency Fire Centers
3. If a wildfire enters federally/state-managed land.
4. At the discretion of the State Forester

Q: How does this impact my city/town/county's ability to participate in decision making during a wildfire?

A: Unified command will be established and local governments will be a valued partner in deciding objectives and strategies for wildfire suppression even after a delegation of financial authority has been executed.

Q: Once participation begins, can a city/town/county discontinue participation?

A: A participating government agency can discontinue participation at the conclusion of the current agreement year:

Q: How is this policy change going to affect my city/town/county's wildfire costs?

A: If the right type of work is done to satisfy the local government's PM, wildfire risk **WILL** go down. With public cooperation, fewer human-caused wildfires will occur and initial attack will be more effective. These two results drive down risk which (all other factors remaining equal) will in turn cause the Risk Assessment calculation to decrease.

**COOPERATIVE AGREEMENT
BETWEEN THE
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND**

This agreement shall become effective on July 1, 2017 and is intended to continue for five years from the date of the last authorized signature and may only be amended by mutual written agreement of the parties. In the event of disagreement between this agreement and any statute or regulation, the statute or regulation shall control. No waiver of any terms of this agreement will be valid unless in writing in accordance with R652-122-200 (2017).

SECTION I: RECITALS AND GLOSSARY OF TERMS

- A. Pursuant to Utah Code § 65A-8-203 (2017), this Cooperative Agreement is required for a county, municipality, or certain other eligible entity (“Participating Entity”) and the State of Utah, Division of Forestry, Fire, and State Lands (“FFSL”)(collectively “parties”) to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
- B. Glossary of Terms
- a. Annual Participation Commitment Report – a report prepared by the Participating Entity detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past fiscal year.
 - b. Cooperative Agreement – an agreement between FFSL and an Eligible Entity wherein the Eligible Entity agrees to meet a Participation Commitment and provide Initial Attack for wildland fire, and FFSL agrees to pay for wildland fire suppression costs following a Delegation of Fire Management Authority as found in Utah Code § 65A-8-203.1 (2017), as well as all aviation asset costs charged to the incident.
 - c. Eligible Entity – as defined in Utah Code § 65A-8-203 (2017), a county, municipality, special service district, local district, or service area with wildland fire suppression responsibility as described in Utah Code § 11-7-1 and wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or, with approval by the FFSL director, a political subdivision established by a county, municipality, special service district, local district, or service area that is responsible for providing wildland fire suppression services and paying for the cost of wildland fire suppression.
 - d. Extended Attack – actions taken in response to wildland fire after Initial Attack.
 - e. Initial Attack –actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or

Cooperative Agreement

aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority. (NWCG Wildland Fire Incident Management Field Guide, 2013)

- f. Participation Commitment – prevention, preparedness, and mitigation actions and expenditures undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code § 65-A-8-202 (2017) and Utah Code § 65-A-8-202.5(2017).
- g. Annual Participation Commitment Statement – a statement prepared by FFSL and sent to the Participating Entity detailing the Participation Commitment for the upcoming fiscal year.
- h. Participating Entity – an Eligible Entity with a valid Cooperative Agreement.

SECTION II: CERTIFICATION OF QUALIFICATIONS

FFSL and the Participating Entity certify that the following qualifications have been met:

- A. The Participating Entity is a county, municipality, or other Eligible Entity.
- B. The Participating Entity agrees to adopt within 2 years of signing this agreement, and update within five years of signing this agreement, a Community Wildfire Preparedness Plan (“CWPP”) or an equivalent wildland fire preparedness plan with approval from FFSL.
- C. The Participating Entity’s fire department or fire service provider as defined in Utah Code § 65A-8-203 (2017) meets minimum standards for wildland fire training, certification, and equipment based on nationally accepted standards as specified by FFSL in R652-122-1400 (2017).
- D. FFSL has provided an Annual Participation Commitment Statement and the Participating Entity has reviewed, approved, and returned the signed Annual Participation Commitment Statement to FFSL before the start of the Participating Entity’s fiscal year.
- E. The Participating Entity agrees to implement prevention, preparedness, and mitigation actions, which are identified in their CWPP and lead to reduction of wildfire risk, according to their Annual Participation Commitment Statement.

Cooperative Agreement

- F. The Participating Entity is not ineligible for a Cooperative Agreement pursuant to R652-122-200 (2017), R652-121-400 (2017), or R652-121-600 (2017)
- G. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has adopted a wildland fire ordinance based on minimum standards established by FFSL in R652-122-1300 (2017).
- H. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has a designated fire warden as described in Utah Code § 65A-8-209.1 (2017) and has entered into a County Warden Agreement (Addendum A).

SECTION III: PARTICIPATION COMMITMENT

FFSL and the Participating Entity agree to the following provisions:

A. Participation Commitment

- 1. The Participating Entity agrees to fulfill a Participation Commitment as contained in R652-122-800 (2017) and R652-122-200(6)(c) (2017).
- 2. The Participation Commitment includes prevention, preparedness, and mitigation actions identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan.

B. Participation Commitment Expenditures and Activities

- 1. The Participation Commitment may be met through either direct expenditures or in-kind activities.
 - a. Direct expenditures include funds spent by the Participating Entity to implement wildland fire prevention, preparedness or mitigation actions identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
 - b. In-kind activities include wildland fire prevention, preparedness or mitigation efforts identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
 - i. In-kind expenditures are valued at the rate calculated by the "Independent Sector" (<https://www.independentsector.org/>), the same source used for FFSL's Fire Department Assistance Grant program.
 - c. Participation Commitment cannot be met through direct payment to the State.
- 2. FFSL staff (e.g., County Warden, WUI Coordinator, FMO, or Area Manager) may assist the Participating Entity with identifying valid Participation Commitment

Cooperative Agreement

actions and activities based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.

C. Participation Commitment Accounting and Reporting

1. The Participating Entity is responsible for accounting for its respective Participation Commitment activities and expenditures.
 - a. Beginning January 1, 2016, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full fiscal year Participation Commitment.
 - b. The value of Participation Commitment expenditures and activities may, in certain instances, "carry-over" to the next fiscal year with the approval of the respective FFSL Area Manager.
 - i. The value of capital improvement projects--typically, large "preparedness-type" projects--can carry-over for five years, with no single project's value accounting for more than 25% of the Participating Entity's total Participation Commitment for any of those years. This is the same 25% annual maximum that applies to all preparedness activities as noted on Addendum B.
 - ii. All other non-capital improvement actions (e.g., a large fuels reduction project) can carry over for three years. No maximum value applies to mitigation actions as described in Addendum B.
 - iii. It is the responsibility of the Participating Entity to receive approval from their respective FFSL Area Manager in advance of pursuing a carry-over
 - iv. It is the responsibility of the Participating Entity to account for, track and report in their annual Participation Commitment Report the carry-over from year to year.
2. The Participating Entity agrees to provide an Annual Participation Commitment Report detailing the Participation Commitment activities and expenditures to their local FFSL Area Office at the conclusion of the Participating Entity's fiscal year (via the County Fire Warden) for annual review and approval by FFSL.
 - a. FFSL shall have the right to review and verify records related to the Participation Commitment. FFSL shall also have the right to deny unverifiable or incorrect records.

D. Annual Participation Commitment Statement

1. In advance of a Participating Entity's fiscal year, FFSL will send the Participating Entity an Annual Participation Commitment Statement.
2. In order to continue participation for the Participating Entity's upcoming fiscal year, the Participating Entity's executive officer must approve, sign and return the Annual

Cooperative Agreement

Participation Commitment Statement to FFSL by the due date contained in the Statement. Failure to do so will terminate this agreement at the conclusion of the Participating Entity's current fiscal year.

3. The Annual Participation Commitment Statement is based on the Participating Entity's fiscal year, and the corresponding Participation Commitment must be met throughout the Participating Entity's next fiscal year.
 - a. For counties, the first year of Participation Commitment will be FY 2017, starting January 1, 2017.
 - b. For cities and towns, the first year of Participation Commitment will be FY 2018, starting July 1, 2017.
 - c. For any other Participating Entity, the fiscal year may vary, so the first year of Participation Commitment will begin at the start of each Participating Entity's fiscal year.

E. Participation Commitment Calculation

1. The Participation Commitment is based on two elements, a wildfire risk assessment by acres ("Risk Assessment") conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in each Participating Entity's jurisdiction.
 - a. The Risk Assessment is determined by FFSL's "Utah Wildfire Risk Assessment Portal" (UWRAP), which will be updated as data sources, technology and funding allow.
 - b. The Fire Cost Average is based on historic suppression costs accrued by a Participating Entity. Only wildland fire suppression costs accrued and paid by the State on behalf of a Participating Entity are counted toward that entity's historic fire cost average. This includes State-paid costs after a Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred.
 - i. The Fire Cost Average is calculated on a rolling ten-year average, dropping the highest and lowest cost years and adjusting for inflation (using the Consumer Price Index); therefore, each ten-year average will have eight data points.
 - ii. The Fire Cost Average will only include State-paid suppression costs for areas for which the Participating Entity has fire suppression responsibility and taxing authority.
2. FFSL will calculate the Participation Commitment for the Participating Entity according to the formula found in R652-122-300 (2017), R652-122-400 (2017) and R652-122-500 (2017).

F. Participation Commitment Appeals

1. Decisions related to the Participation Commitment may be informally appealed to the State Forester.

SECTION IV: INITIAL ATTACK, DELEGATION OF FIRE MANAGEMENT AUTHORITY, TRANSFER OF FISCAL RESPONSIBILITY, and EXTENDED ATTACK

A. Initial Attack

1. The Participating Entity agrees to primary responsibility for Initial Attack (“IA”). IA is defined as actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority (NWCG Wildland Fire Incident Management Field Guide, 2013).
2. Effective wildland fire IA will be determined by FFSL based on the definition above and pursuant to Utah Code § 65A-8-202 (2017), defined as what is reasonable for the entity.
3. The Participating Entity agrees to financial responsibility for all IA costs except aviation assets, which are the responsibility of the State.
4. FFSL agrees to financial responsibility for all costs of aviation assets, including both IA and extended incidents.
 - a. Aviation assets on initial run cards as established by the State will not:
 - a. be counted towards a Participating Entity’s historic fire cost average for purposes of annually calculating the Participating Entity’s Participation Commitment; and,
 - b. cause the Delegation of Fire Management Authority or Transfer of Fiscal Responsibility.

B. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility

1. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility (“Delegation”) occur simultaneously with one of the following events:
 - a. State or federally owned lands are involved in the incident; or,
 - b. firefighting resources are ordered through an Interagency Fire Center (beyond “pre-planned dispatch”); or,

- c. at the request of the Participating Entity having jurisdiction by the local fire official on scene; or,
 - d. by decision of the State Forester after consultation with local authorities.
2. Delegation to FFSL means FFSL or its designee becomes the primary incident commander, in a unified command environment with the agency having jurisdiction.

C. Extended Attack

1. Upon Delegation a timestamp will be recorded via radio with the Interagency Fire Center servicing the incident.
2. Delegation documentation will be signed by all parties on the incident organizer and resource needs will be reevaluated in the transition from initial to extended attack.
3. This timestamp will also be reflected on the Crew Time Reports (CTR)/Shift Ticket of all resources that are not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement.
4. At the time of the Delegation, a new CTR/Shift Ticket will be started for all resources to be used in the extended attack effort.
5. FFSL agrees to be financially responsible for the wildland fire suppression costs beyond IA if a Delegation occurs and the Participating Entity meets the terms of Code, Rule and this Agreement.

**SECTION V: WILDLAND FIRE RESPONSE TRAINING,
CERTIFICATION AND EQUIPMENT STANDARDS**

A. Wildland Fire Response Training and Certification

1. FFSL prefers certification by the Utah Fire Certification Council as Wildland Firefighter I as certified by the Utah Fire and Rescue Academy (UFRA).
2. At a minimum, the Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will be trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior. FFSL also recommends S215 Wildland Urban Interface Firefighting Operations.
 - a. This includes firefighters who are directly involved in the suppression of a wildland fire; firefighters on scene who have supervisory responsibility or decision-making authority over those involved in the suppression of a wildland fire; or individuals who have fire suppression responsibilities within close proximity of the fire perimeter.
 - b. This does not include a person used as a courier, driver of a vehicle not used for fire suppression, or a person used in a non-tactical support or other peripheral function not in close proximity to a wildland fire.
 - c. Upon the Delegation of Fire Management Authority, Firefighters not certified by the Utah Fire Certification Council as Wildland Firefighter I will be released from Initial Attack or reassigned to other firefighting duties.
 - d. FFSL reserves the right to reevaluate these requirements.
3. The Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will complete RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season" as found in Utah Code § 65A-8-211(2017).
4. In order to be eligible for state reimbursement for wildland fire suppression response outside of its jurisdiction, a Participating Entity's firefighters and fire departments must follow the qualifications outlined in the FFSL Memorandum of Understanding.
OR
the County or participating entity fire departments for qualified resources used under this agreement on federal, state or out-of-county(or out-of-entity) fires pursuant to the terms and conditions outlined in the fire department MOU and rate agreement

B. Wildland Fire Response Equipment Standards

1. The Participating Entity will ensure that engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on non-federal land within the Participating Entity's jurisdiction will meet the standard for the type of equipment as

Cooperative Agreement

determined by the National Wildfire Coordinating Group and/or as indicated in FFSL's annual Fire Department Manual.

SECTION VI: WILDLAND FIRE COST RECOVERY LEGAL ACTIONS

- A. Pursuant to Utah Code § 65A-3-4, the Participating Entity agrees to initiate a civil action to recover suppression costs incurred by the Participating Entity and the State of Utah on non-federal land within the Participating Entity's jurisdiction for wildland fire caused negligently, recklessly, or intentionally.
- B. Counsel for FFSL will provide assistance with these actions.
- C. Any costs recovered may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.

SECTION VII: BREACH OF THIS AGREEMENT

A. If, at the end of a fiscal year, FFSL determines that the Participating Entity has not complied with the terms of this agreement, including but not limited to, failing to comply with the Participation Commitment or failing to comply with the terms stated in Utah Code § 65A-8-203(4) (2017), the entity will be placed on Probation Status by FFSL and given notice of this decision, the reasons for this decision, and actions required to remove Probation Status. A decision to place the Participating Entity on Probation Status may be appealed to the State Forester. The State Forester may conduct an investigation, hold an informal hearing, and/or request further information from the Participating Entity and/or the Division. During Probation Status, the Participating Entity may continue to receive assistance as provided in this Cooperative Agreement, but the Participating Entity must come into compliance with the Cooperative Agreement by the end of the fiscal year. If the Participating Entity comes into compliance with the Cooperative Agreement by the end of the first Probation Status fiscal year, the Probation Status shall be lifted.

1. If the reason for the Probation Status is that the Participating Entity has failed to fulfill its Participation Commitment during the previous fiscal year, the Participating Entity must fulfill the Participation Commitment for the previous year, as well as the Participation Commitment for the current fiscal year by the end of the fiscal year in order to have its probation status lifted.

a. If during the first Probation Status year, the Participating Entity fulfills its Participation Commitment for the previous fiscal year, but not for the first Probation Status year, the Probation Status may be extended for a second fiscal year.

Cooperative Agreement

If during the second Probation Status year, the Participating Entity fails to fulfill the Participation Commitment for both the first and second Probation Status years, the Cooperative Agreement shall be revoked as specified in subsection VII(E) herein below.

Participation Commitment expenditures and actions shall be credited towards the outstanding obligation before being credited to the current obligation.

B. If the Participating Entity does not come into compliance with the terms of this Cooperative Agreement by the end of the first Probation Status fiscal year (or second Probation Status fiscal year if the non-compliance is failure to meet the Participation Commitment), this Cooperative Agreement shall be revoked pursuant to Utah Code § 65A-8-203(5)(b)(ii) (2017) and the entity shall not be eligible for assistance from the Wildland Fire Suppression Fund and shall be responsible for wildland fire suppression costs within its jurisdiction pursuant to Utah Code § 65A-8-203.2 (2017)

If a Participating Entity revokes this agreement or if FFSL revokes this agreement for cause, the participating entity shall only be allowed to enter into a new cooperative agreement pursuant to R652-121-600 (2017).

UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS:

Authorized Signature

Date

Title

Authorized Signature

Date

Title

APPROVED AS TO FORM:

Assistant Attorney General

Cooperative Agreement

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

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

City Council Members Present:

Chairwoman Debbie Winn
Scott Wardle
Dave McCall
Steve Pruden
Brad Pratt

City Employees Present:

Mayor Patrick Dunlavy
Glenn Caldwell, Finance Director
Jim Bolser, Director of Community Development and Public Works
Michelle Pitt, Recorder
Matt Johnson, Assistant City Attorney
Rachelle Custer, City Planner
Bucky Whitehouse, Fire Chief
Randy Sant, Economic Development and Redevelopment Agency Director

Minutes prepared by Michelle Pitt

1. Open Meeting

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

2. Roll Call

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

3. Discussion:

- WFRC Draft RPO Plan
Presented by Wayne Bennion

Mr. Bennion, from the Wasatch Front Regional Council, presented the Rural Planning Organization (RPO) plan and the Tooele Valley Long Range Transportation Plan Update. Mr. Bennion explained that the RPO has been around for over a decade. He felt that the RPO increases the amount of dialogue between county organizations and the Utah Transit Authority. Mr. Bennion said that having this plan in place allows for eligibility for funding, eventual completion, and shows a unified voice for the valley. He showed the Council the proposed timeline, with hopeful approval in the fall, after input from public officials and the public. Mr. Bennion reviewed the Tooele Draft Highway Phasing proposed for Phase 1: 2015-2024, and Phase 2: 2025-2040, the Draft Transit Plan, and the Draft ITS (Intelligent Transport Systems) Projects.

Mr. Bennion asked the Council if they had any concerns with the plan being released for public comment. The Council indicated that they did not have concerns with it going out to the public for comment.

- Catastrophic Wildfire Discussion
Presented by Chief Bucky Whitehouse

Chief Whitehouse presented the catastrophic wildfire destruction reduction strategy. With the property that the City owns, the City needs to consider a strategy. Chief Whitehouse said that in 2012-2016, significant events occurred during the wildfire seasons where wildfires were so large that municipalities could not afford to curb the fires themselves. They needed help from the state. In 2016 a law was put in place that directed the state forestry service to bring cities and counties online to create strategies.

Chief Whitehouse presented the Council with a Cooperative Agreement that would need to be signed by the City by July 1st. The City can either opt in or out of the plan. If the City opts in, and there is a wildfire in City boundaries, there will be an insurance agreement that the State will participate in the costs. Chief Whitehouse added that if the City experiences a fire where aircraft needs to be involved, costs escalate quickly. Chief Whitehouse felt that for the fire department, this was an important program to participate in. Tooele City has a risk and potential for a fire to escalate to the point where costs and the fire get out of control. If the City opts in, there is a commitment of about \$20,000 in-kind match per year to a community wildfire prevention program. Chief Whitehouse felt that the City was already doing enough to reach the \$20,000 per year in-kind match. The City just needed to do a thorough assessment of what was already being done.

Chief Whitehouse asked the Council to read the cooperative agreement and said that he would be back to follow up on the program.

Mayor Dunlavy added that the City spends about \$30,000 on weed reduction now. He felt it wouldn't be difficult to show the \$20,000 in-kind match.

- Resolution 2017-10 A Resolution of the Tooele City Council Approving a Contract with Rocky Mountain Recycling
Presented by Mayor Patrick Dunlavy

The Mayor said that the City asked Rocky Mountain Recycling for a contract for the curbside recycling program. They were slow in getting the contract to the City. Mayor Dunlavy said that nothing had changed from the \$0.25 per can per month figure discussed earlier.

- Ordinance 2017-04 An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-15 Regarding Secondhand Junk Dealers
Presented by Matt Johnson

Mr. Johnson said that in researching the Utah State Code, it was discovered that the City's Code regarding secondhand junk dealers was either duplicative or in conflict with the State Code. Mr. Johnson recommended to the Council that this section of the City Code be repealed.

- Ordinance 2017-05 An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-11 Regarding Private Police or Detectives
Presented by Matt Johnson

Mr. Johnson stated that this ordinance is similar to the prior item. The City's ordinance regarding private police or detectives is duplicative or in conflict with the State Code. City staff recommends it be repealed.

- Reimbursement of Subdivision Water Modeling Fees
Presented by Jim Bolser

Mr. Bolser said that the State adopted a code a couple of years ago requiring municipalities to adopt modeling fees. The City has had a modeling fee in place for some time. The City is getting to the point where development is picking up. Lots are beginning to run thin and new developments are coming forth for approval. The fees are based on the size of development and costs incurred by the City, and handled at the time of preliminary plat review.

- Additional Discussion Item

The Mayor said that the new developers involved in Green Meadows contacted him today asking if they need to abide by the stipulations placed on the prior developers. The prior stipulations required that the project be completed all at once, without any phasing. The new developers are asking if the project could be allowed to be phased in, instead of completed all at once. The Mayor went on to say that the new developers won't move forward with the project if the Council is going to require the project to be done all at once.

Councilman Pratt said that with the changes the new developers made, and the type of subdivision they are proposing, it would be detrimental to require them to put it in all at once. Councilman Pruden said that a nearby subdivision, Loma Vista was allowed to phase. There were prior issues with the question of whether or not Green Meadows would be completed, but things have changed. Mr. Bolser said that City staff would like to see a plan before phasing is allowed. Councilman Pruden asked if the City could require developers to put in all the infrastructure in the beginning, and then phase in the rest. Mr. Bolser answered that that's where all the costs come in. Mr. Bolser reiterated that the City would like to see the plan before a decision is made. The Mayor indicated he would get a hold of the developers to let them know that they needed to submit a plan to the City.

4. Close Meeting to Discuss Litigation, Property Acquisition, and Personnel

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

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

The meeting closed at 5:48 p.m.

Randy Sant joined the meeting at 6:14 p.m.

At 6:28 p.m. the meeting moved to the personnel discussion. Staff was excused from the meeting for this portion of the meeting. Those in attendance were: Councilman McCall, Councilman Wardle, Councilman Pruden, Councilman Pratt, and Chairwoman Winn and Mayor Patrick Dunlavy.

No minutes were taken on these items.

5. Adjourn

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

The meeting adjourned at 6:35 p.m.

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

Approved this 15th day of March, 2017

Debra E. Winn, Tooele City Council Chair

DRAFT

TOOELE CITY WATER SPECIAL SERVICE DISTRICT

RESOLUTION 2017-01

A RESOLUTION OF THE TOOELE CITY WATER SPECIAL SERVICE DISTRICT APPROVING A WATER RIGHT LEASE AGREEMENT WITH METRO READY MIX.

WHEREAS, Tooele City Water Special Service District (“District”) is the owner of water right Number 15-2858; and,

WHEREAS, this water right is currently being held by the District for future use with the service area of Tooele City; and,

WHEREAS, Metro Ready Mix has approached the District with a request to rent 200 acre-feet of said water right on an annual basis; and,

WHEREAS, Metro Ready Mix will pay to the District an annual fee of \$20,000 for use of up to 200 acre-feet of said water right; and,

WHEREAS, the District Board finds that the Agreement is in the best interest of the District; and,

WHEREAS, in August 20, 2014, the City Council approved Resolution 2014-02 authorizing a prior agreement with the same terms with Metro Ready Mix; and,

WHEREAS, Metro Ready Mix has allowed the prior agreement to expire without exercising its option to renew as provided in the prior agreement, but wishes to continue renting the water right, giving rise to the need for a new agreement; and,

WHEREAS, the new agreement is for a maximum possible duration of 17 years, as opposed to the 20 years under the prior agreement, and the first escalation under the new agreement will take place in two years as opposed to the five years under the prior agreement:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE TOOELE CITY WATER SPECIAL SERVICE DISTRICT that the attached Temporary Water Right Rental Agreement (Exhibit A) is hereby approved and ratified.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of residents of the District and shall become effective upon passage, without further publication.

IN WITNESS WHEREOF, this Resolution is passed by the Board of the Tooele City Water Special Service District this ____ day of _____, 2017.

TOOELE CITY WATER SPECIAL SERVICE DISTRICT

(For)

(Against)

ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, District Secretary

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

Exhibit A

Temporary Water Right Rental Agreement

Temporary Water Right Rental Agreement

This Temporary Water Right Rental Agreement (the “Agreement”) is made by and between Tooele City Water Special Service District (“Tooele”), and Metro Ready Mix (“Ready Mix”) on this 1st day of July, 2017 (the “Effective Date”), for the purpose of facilitating Ready Mix’s rental of a portion of Water Right owned by Tooele. Tooele and Ready Mix may be referred to individually as Party or collectively as Parties herein.

WHEREAS, Ready Mix has recently signed a long-term lease to operate a sand and gravel pit (the “Site”) located in southern Tooele County, Utah;

WHEREAS, Ready Mix will annually require approximately 200 acre-feet of water for the use at the Site and in furtherance of that need has drilled a successful test well;

WHEREAS, Tooele owns Water Right 15-2858 (the “Water Right”) and has sufficient water available under the Water Right to allow Ready Mix to rent 200 acre-feet of the Water Right; and

WHEREAS, Tooele is willing ready and able to rent approximately 200 acre-feet of water under the Water Right to Ready Mix in exchange for an annual rental fee.

NOW THEREFORE, and in consideration thereof, the Parties agree as follows:

1. Rental of Water: Tooele hereby agrees to rent approximately 200 acre-feet of the Water Right to Ready Mix for industrial uses at the Site.
2. Rental Fee: In consideration for the rental of water, Ready Mix shall pay to Tooele a rental fee in the amount of \$20,000.00 plus \$100.00 per acre-foot of water for each acre-foot over 200. Said rental fee shall be due and payable to Tooele within 30 days of the Effective Date. For renewal terms, the rental fee shall be paid within 30 days of the Effective Date of the respective renewal. In the event this Agreement is renewed, as provided below, beyond the Effective Date, the rental fee shall be increased as follows: (a) Year 2: \$22,000 plus \$110 per acre-foot of water for each acre-foot over 200; (b) Year 7: \$24,200 plus \$121 per acre-foot of water for each acre-foot over 200; (c) Year 12: \$26,600 plus \$133 per acre-foot of water for each acre-foot over 200.
3. Effective Date and Initial Term: This Agreement shall become effective upon execution hereof and the initial term of this Agreement shall be for one (1) year commencing from the Effective Date.
4. Additional Terms: Upon 60 days written notice from Ready Mix prior to any term’s expiration, and in Tooele’s sole discretion, this Agreement may be renewed for an additional term of one (1) year. Each one-year term may be likewise renewed, but under no circumstances shall the Agreement be renewed beyond 17 years from the effective date.
5. Cooperation and Temporary Change Application: The Parties understand and acknowledge that the State Engineer’s approval of a temporary change application is necessary prior to any use of the Water Right at the Site. As such, the Parties agree to

cooperate in filing and securing the approval of a temporary change application prior to the beginning of each term. All costs and fees associated with filing and securing approval of the temporary change application shall be borne by Ready Mix.

6. Assignment: This Agreement shall be binding upon the Parties and may not be assigned or otherwise transferred to another party without the prior express written consent of Tooele.

7. Amendment: This Agreement may be amended only upon mutual consent of the Parties. Said amendments will only become effective when made in writing and signed by both Parties.

8. Entire Agreement: This Agreement constitutes the entire agreement between the Parties as of the Effective Date.

9. Counterparts: This Agreement may be executed in multiple counterparts with each such counterpart being considered an original and integrated into this Agreement.

10. Limitation of Remedies. Ready Mix's sole and exclusive remedy for any non-performance or breach of the City's express or implied covenants of this Agreement is declaratory relief construing this Agreement's rights and obligations and specific performance of this Agreement. Under no circumstances shall the City be liable to Ready Mix or Ready Mix's successors-in-interest for any monetary damages, including, but not limited to, costs, fees, special, general, direct, indirect, delay, compensatory, expectancy, consequential, reliance, out-of-pocket, restitution, or other damages, except as otherwise expressly stated herein.

Dated this 1st day of July, 2017.

Tooele City Water Special Service District

By: _____
Its: _____

Metro Ready Mix

By: _____
Its: _____

TOOELE CITY CORPORATION

RESOLUTION 2017-14

A RESOLUTION OF THE TOOELE CITY COUNCIL ESTABLISHING FEES FOR RECYCLING.

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

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

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

WHEREAS, Tooele City has entered into contracts with Ace Disposal and Rocky Mountain Recycling to provide an opt-in curbside recycling program (the "Program"); and,

WHEREAS, for the Program to be self-sustaining and not be subsidized by the general fund, it is necessary and appropriate to add to the Tooele City Fee Schedule the fees charged to Program participants (see Exhibit A); and,

WHEREAS, the Program fees and charges are calculated to recoup the costs of providing the Program, and thus bear a reasonable relationship to the services; and,

WHEREAS, the Program fees and charges may be amended by the City Administration, and reflected in the Fee Schedule, from time to time as necessary to adjust to changing circumstances in the disposal and recycling markets and to recoup the costs of providing the Program:

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

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Proposed Fees

**TOOELE CITY CORPORATION
RECYCLING FEES - 01/2017**

RECYCLING MONTHLY BILL	
ROCKY MOUNTAIN RECYCLING	0.25
ADMINISTRATIVE FEE	0.28
ACE DISPOSAL	5.12
TOTAL	5.65
ADOPTED RATE	<u>\$ 5.65</u>

TOOELE CITY CORPORATION

RESOLUTION 2017-16

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING AN AGREEMENT WITH TOOELE COUNTY FOR MUNICIPAL ELECTIONS.

WHEREAS, Tooele City is required to conduct municipal elections each odd-numbered year (U.C.A. §20A-1-101 *et seq.*); and,

WHEREAS, the Tooele County Clerk's Office has traditionally assisted Tooele City with municipal elections by preparing ballots, training election officials, providing voting machines, etc., on a cost reimbursement basis; and,

WHEREAS, the County and the City desire to formalize with a written agreement the responsibilities of each party with respect to city elections, and propose the 2017 Municipal Election Agreement attached as Exhibit A; and,

WHEREAS, the estimated cost to be paid by the City to the County for the County's assistance for the 2017 city elections, primary and general, is a total of \$41,000; and,

WHEREAS, the City Administration, including the City Recorder, believes it to continue to be in Tooele City's best interest to receive the County's assistance due to its elections experience, personnel, materials, and equipment:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the 2017 Municipal Election Agreement attached as Exhibit A is hereby approved.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

2017 Municipal Election Agreement

Tooele City
2017 MUNICIPAL ELECTION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____ by and between Tooele County, a body politic of the State of Utah, hereinafter referred to as "County," and Tooele City, a body politic of the State of Utah, hereinafter referred to as "Entity".

WITNESSETH:

WHEREAS, pursuant to Section 20A-1-201.5 and 20A-1-202, Utah Code Ann. (1953) as amended, Municipalities, Towns and Special Districts are authorized and required to hold elections in each odd-numbered year, and

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist Entity in holding its primary and general elections in 2017 upon the following terms and conditions; and

WHEREAS, the parties are authorized by the Utah Interlocal Cooperation Act as set forth in Chapter 13, Title 11, Utah Code Ann. (1953) as amended, to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth hereafter, the parties hereto agree as follows:

- 1. County agrees to provide to Entity. for the primary election in August 2017 if required, and for the general election in November 2017, the following:*
 - a. Test, program, assemble and make available to Entity voting machines and poll supplies;*
 - b. Provide for delivery and retrieval of voting equipment;*
 - c. Provide electronic ballot files for Optical Scan Ballots printing;*

- d. Provide Information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and elections results reports;*
- e. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for electronic voting;*
- f. Recruit poll workers (conduct poll worker training, if necessary), scheduling and supplies;*
- g. Compensate poll workers;*
- h. Identify polling locations;*
- i. Determine number of Optical Scan ballots to be printed for absentee, provisional and curbside voting;*
- j. Provide preparation and personnel for the public demonstration of the tabulation equipment;*
- k. Publish all legal notices which include, but are not necessarily limited to election notice, polling locations and ballots, canvass notice, audit notice (if applicable);*
- l. Post candidate biography on statewide voter database, as well as financial reports (if applicable) and on county website;*
- m. If required, in cooperation with the Entity, conduct an election audit.*

2. *Entity agrees to do the following:*

- a. Provide and act as the chief election officer and assume all duties and responsibilities as outlined by law;*
- b. Notify candidates of financial statement deadlines, accept forms and forward to county clerk for input on statewide and county website;*
- c. Approve polling locations;*
- d. Provide county with ballot information which includes, but is not necessarily limited to, races, candidates and ballot issues;*
- e. Proof and approval of ballot formats;*
- f. Entity agrees to pay the county or designated vendor for printing optical scan*

ballots, envelopes and other printed materials;

g. Conduct election canvass;

h. Perform all other election related duties and responsibilities not outlined in this agreement;

i. Entity agrees to pay county repair or replacement costs for damaged voting equipment which occurs at the polling locations beyond the normal wear and tear;

j. Entity agrees to reimburse County for election night workers, to include County Clerk/Auditor personnel, acceptance judges, IT personnel, etc.

3. *Optimal/Miscellaneous:*

a. Early Voting - required for third class cities, option for fifth class cities, towns and Special Service Districts. () Yes () No _____

b. Judges Training Not required this year.

c. Election reminder flyer () Yes () No Approximately \$4,000

4. *Both parties agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.*

5. *Entity agrees to pay county the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part here of as Exhibit "A". The payment shall be made within thirty (30) days of receiving the invoice prepared by the County.*

6. *This Agreement shall be effective as of the date of execution by all parties.*

7. *This Agreement shall continue in effect until December 31, 2017.*

8. *The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.*

9. *This agreement does not create a new interlocal entity.*

10. *This undertaking shall be jointly administered by the Tooele City Recorder and the Tooele County Clerk/Auditor.*

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each of which shall be deemed an original.

TOOELE COUNTY

NAME OF ENTITY

*Marilyn K. Gillette
Tooele County Clerk/Auditor*

*Michelle Pitt
Tooele City Recorder*

**2017 TOOELE COUNTY
MUNICIPAL GENERAL ELECTION EXPENSES
Tooele City Election Cost**

2017 Poll Workers Compensation Rates

20A-5-602(4)(b) Municipalities may not compensate higher than the county.

	QTY	COST	TOTAL
Poll Manager (PM)	6	\$150.00	\$900.00
Ballot Clerk (BC)	10	\$140.00	\$1,400.00
Receiving Clerk	6	\$100.00	\$600.00
Poll Book Clerk	10	\$100.00	\$1,000.00
Provisional Clerk/Greeter	4	\$100.00	\$400.00
		Sub Total	\$4,300.00

Poll Worker Recruitment and Training

Poll Worker Recruitment and Administration

	36	\$2.00	\$72.00
		Sub Total	\$72.00

Equipment

Touch Screen (TSX) Includes:

- Testing Pre and Post election
- Security Seals
- Canister, Label, and (1) Roll of Paper
- Printer Housing
- VIBS--Visually Impaired Ballot Station (Keypad & Headphones)
- Voter Access Cards
- Laptop Computers, Programming, Pre/Post Test

	37	\$50.00	\$1,850.00
		Sub Total	\$2,100.00

Consumable Supplies

- Paper Roll (for each additional)
- Canister Label
- Canisters
- Polling Location Supplies

	0	\$1.00	\$0.00
	0	\$1.00	\$0.00
	0	\$10.00	\$0.00
	0	\$35.00	\$0.00
		Sub Total	\$0.00

Ballot Layout and Programming

Gems Programming/Balot Logic and Accuracy Testing - TSX & Optical Scan	21	\$25.00	Per Precinct
Memory Card Programming (per card)	37	\$5.00	
Audio Programming	1	\$35.00	
Sub Total		\$745.00	

Election Services

Public L&A Demonstration (testing, programming & demonstration)	37	\$10.00	Per machine
Clerk & IT Staff Support	21	\$60.00	Per precinct
Election Night Ballot / Supply Return Teams	6	\$10.00	Per precinct
Security at National Guard Armory	1	\$60.00	
Rover Kits (each)	3	\$25.00	Per polling location
Precinct Count/Canvass Preparation	21	\$10.00	Per precinct
Sub Total		\$1985.00	

Delivery and Pickup (machines & supplies at polls)

Delivery (per location)	6	\$125.00	Per polling location
Pickup (per location)	6	\$125.00	
Sub Total		\$1,500.00	

Election Night Counting Services

Optical Scan Ballot Counter	1076	\$0.20	Per ballots run
Sub Total		\$215.20	

Early Voting

Fees and services not listed below apply to early vote sites same as an election day polling location

Administration Support	1	\$30.00	
Poll Delivery and Setup for Electronic Check-in	1	\$50.00	
Early Vote TSX	6	\$50.00	
Memory Card Programming (per card)	6	\$5.00	
Early Vote Laptop Computers, Programming, Pre/Post Test	2	\$25.00	
Early Voting Polling Location Supplies	1	\$35.00	
Early Voting Poll Workers	16	\$600.00	
Sub Total		\$1,095.00	

By-Mail and Paper Ballots

Materials			
By-Mail Ballots (Print, collate, mail)	2153	\$2.00	Variable
Test Deck Paper Ballots	1	\$20.00	
Administration			
Ballot set-up (per style)	1	\$25.00	

Signature Verification and Tabulation (each returned)

1077 \$0.50 Variable
Sub Total \$4,889.50

Post Election

Provisional Verification (per ballot)

250 \$1.00 Variable
Sub Total \$250.00

Additional Special Services

Notices (in newspaper, postcards, certificates, etc.)

Miscellaneous

Sub Total \$3,600.00
 \$100.00
 \$3,700.00

Total Election Expense \$20,851.70

TOOELE CITY CORPORATION

ORDINANCE 2017-07

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE TITLE 6 REGARDING ANIMAL CONTROL.

WHEREAS, Tooele City Code Title 6 governs the Animal Control Division; and,

WHEREAS, the City Administration recommends amending Title 6 as described in the recitals below and as shown in Exhibit A; and,

- Chapter 6-1 (Animal Control Division: Powers and Authority): modernize the chapter's language, specifically regarding the Division's organizational structure.
- Chapter 6-2 (Definitions): modernize, correct, and supplement the chapter's definitions.
- Chapter 6-3 (Licensing): modernize the chapter's language, specifically regarding Service Animals, and increase a fee from the nominal \$1 to \$5.
- Chapter 6-4 (Animals at Large): modernize the chapter's language, specifically regarding groundwater source protection.
- Chapter 6-5 (Nuisance Animals): modernize the chapter's language, specifically regarding attacks on domesticated animals and repeat offenses.
- Chapter 6-5b (Aggressive Animals): modernize the chapter's language, specifically regarding administrative hearing procedures and animal disposition.
- Chapter 6-6 (Rabies Control): modernize the chapter's language and procedures.
- Chapter 6-7 (Impounding): modernize the chapter's language, specifically regarding impounding time periods.
- Chapter 6-8 (Animal Shelter): modernize the chapter's language.
- Chapter 6-9 (Cruelty to Animals): modernize the chapter's language.
- Chapter 6-10 (Wild Animals): modernize the chapter's language; change offense from class B misdemeanor to class C misdemeanor.
- Chapter 6-11 (Regulatory Permits; Kennels): repeal based on current practice, lack of resources, lack of nexus to core city services, and presence of Tooele County Health Department.

WHEREAS, the proposed amendments shown in Exhibit A have been formulated by the City Attorney in cooperation with the Tooele City Police Department, which oversees the Animal Control Division; and,

WHEREAS, the proposed amendments serve to modernize, correct, supplement, and clarify Title 6, making Title 6 serve the best interests of Tooele City and the public:

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

1. Tooele City Code Title 6 is hereby amended as shown in Exhibit A; and,
2. the Tooele City Fee Schedule is hereby amended to reflect the fee increases shown in Exhibit A.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Proposed Amendments to Tooele City Code Title 6 (Animal Control)

TITLE 6. ANIMAL CONTROL

- Chapter 1. Animal Control Division; Powers and Authority.**
- Chapter 2. Definitions.**
- Chapter 3. Licensing.**
- Chapter 4. Animals at Large.**
- Chapter 5. Nuisance Animals.**
- Chapter 5a. Repealed. (Ord. 2003-28, 12-17-2003).**
- Chapter 5b. Aggressive Animals.**
- Chapter 6. Rabies Control.**
- Chapter 7. Impounding.**
- Chapter 8. Animal Control Shelter.**
- Chapter 9. Cruelty to Animals.**
- Chapter 10. Wild Animals.**
- Chapter 11. Regulatory Permits; Kennels.**
- Chapter 12. Repealed. (Ord. 88-28; 09-07-1988).**
- Chapter 13. Repealed. (Ord. 88-28; 09-07-1988).**
- Chapter 14. Repealed. (Ord. 96-02; 02-07-1996).**

CHAPTER 1. ANIMAL CONTROL DIVISION; POWERS AND AUTHORITY

- 6-1-1. Division of ~~an~~Animal ~~c~~Control.**
- 6-1-2. Powers of ~~Division animal control~~ personnel.**
- 6-1-3. Duties of ~~Division animal control~~ personnel.**
- 6-1-4. Interference with officer prohibited.**

6-1-1. Division of ~~an~~Animal ~~c~~Control.

There shall be a Division of Animal Control as a Division within the Tooele City Police Department. (Ord. 2003-28, 12-17-03) (Ord. 1981-14, 05-25-1981)

6-1-2. Powers of ~~Division animal control~~ personnel.

(1) The ~~Division commander and all Division and Department officers animal control supervisor or any person employed by the Division of Animal Control as an animal control officer~~ shall take the oath of office and shall be vested with the power and authority to enforce the provisions of this ~~Title ordinance~~.

(2) ~~Division and Department officers The animal control supervisor, the supervisor's assistants, and police officers~~ are hereby authorized and empowered to apprehend, transport, and take with them and impound any animal found in violation of this ~~Title, ordinance and~~ including licensable animals for which no license has been procured in accordance with this ~~Title ordinance, and or~~ any licensed or unlicensed animals for any other violations of this ~~Title thereof~~.

(3) ~~Division and Department officers The animal control supervisor or the supervisor's assistants and police officers~~ shall have the power to enter into any building or upon any property within the city when they have probable cause to believe that there exists in any building and/or upon any property any violation of the provisions of this ~~Title 6~~ or other applicable law, provided that:

(a) If such building and/or property is ~~presently~~ occupied, enforcement personnel shall first present proper credentials to the occupant and request entry, explaining the reasons therefor; and if such building and/or property is unoccupied, enforcement personnel shall first make a reasonable effort to locate the owner thereof or other persons having authority over the building and/or property and request entry, explaining the reasons therefor. If entry into said building or upon said property be refused or the owner of the property or building cannot be located, ~~the animal control supervisor, any officer, or other duly designated representative of the division, or any police an~~ officer shall obtain an ~~inspection~~ warrant for the entry and inspection of said building and/or said property.

(b) Notwithstanding the provisions of Subsection (a), if ~~the animal control supervisor, any assistant, or employee of the Division or any police an~~ officer has probable cause to believe that a violation of this Title has occurred and that exigent circumstances exist such that it reasonably appears that a person or animal may be in peril of death or bodily injury, the ~~supervisor, assistant, police officer, or employee-officer~~ shall have the ~~power right~~ to immediately enter and inspect such building and/or property and may use any reasonable means required to effect such entry and make such inspection, whether such building and/or property is occupied or unoccupied, and whether or not permission to inspect has been obtained. If the building and/or property is occupied, the ~~Supervisor, assistant, employee or~~ officer shall present proper credentials to the occupant and explain the reasons for the entry. Additionally, the provisions of Subsection (a) shall not prohibit the ~~Animal Control Supervisor, any officer or employee thereof, or any police an~~ officer from entering upon unenclosed private property while pursuing an animal in violation of this ~~Title ordinance~~. (Ord. 2003-28, 12-17-03) (Ord. 1981-14, 05-25-1981)

6-1-3. Duties of ~~Division animal control~~ personnel.

(1) The ~~Division commander animal control supervisor~~ will:

(a) Enforce this ~~Title Ordinance~~ and perform other responsibilities pursuant thereto.

(b) Supervise ~~Division personnel, including~~ the operation of the ~~municipal~~ animal shelter.

(c) Keep adequate records of all animals impounded and all monies collected.

(d) See that all animals and animal holding facilities in the ~~Division's supervisor's~~ jurisdiction are licensed, controlled, and permitted in accordance with any applicable ~~ordinance laws~~ and/or regulations.

(e) Establish, in cooperation with the Tooele City-County Health Department and other interested governmental agencies, adequate measures for rabies immunization and control.

(2) Each ~~animal control~~ officer shall:

(a) Enforce this Title in all respects pertaining to animal control within Tooele City, including the care and impounding of animals and prevention of cruelty to

animals.

(b) Carry out all duties prescribed or delegated by the ~~commander~~supervisor.
(Ord. 2003-28, 12-17-03) (Ord. 1981-14, 05-25-1981)

6-1-4. Interference with officer prohibited.

Any person who intentionally or recklessly interferes with any ~~animal control~~ officer in the lawful discharge of the officer's duties as set forth in Title 6 shall be guilty of a class B misdemeanor.
(Ord. 2003-28, 12-17-03) (Ord. 1981-14, 05-25-1981)

CHAPTER 2. DEFINITIONS

6-2-1. Definitions.

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Title, shall have the meanings hereinafter designated:

(1) "Animal" means any live, non-human vertebrate creature, whether wild or domesticated.

(2) "Animal boarding establishment" means any establishment that takes in animals for boarding for profit.

(3) "Animal grooming parlor" means any establishment maintained for the purpose of offering cosmetological services to animals for profit.

(4) "Animal shelter" and "shelter" means a public or private facility owned and/or operated by a governmental entity, by an established animal welfare society, or by a veterinarian and used for the care and custody of seized, stray, homeless, quarantined, abandoned, or unwanted dogs, cats or other small domestic animals.

(5) "Animal at large" means any domesticated animal, whether or not licensed, not under restraint.

(6) "Animal under restraint" means any animal under the control of ~~as persons owner or person having charge, care, custody or control~~, except a dog shall not be considered under ~~restraint control of the owner~~ unless on a leash or lead, ~~within a secure enclosure, or otherwise security confined within a vehicle, or confined within the real property limits of the owner.~~

(7) "Attack" or "attacking" means any menacing action by an animal which places a person or another animal in danger of imminent physical pain or impairment of physical condition. Actual physical contact shall not be required to constitute an attack. ~~Attacking shall may~~ include chasing, nipping, or otherwise threatening.

(8) "Bite" or "biting" means an animal's use of teeth ~~to inflict injury~~ upon a person or ~~domestic~~ animal whether or not an injury actually results.

(9) "Cat" means any feline of the domesticated types over four months of age. Any feline under four months of age is a kitten.

(10) "Cattery" means a location where a person engages in boarding, breeding, buying, grooming, ~~sheltering~~, or selling cats.

"Commander" means the supervisor of the Division of Animal Control.

"Department" means the Tooele City Police Department.

"Division" means the Division of Animal Control, a division of the Tooele City Police Department.

(11) "Dog" means any canis familiaris over four months of age. Any canis familiaris under four months of age is a puppy.

(12) "Domesticated animals" means ~~an animals~~ accustomed to living in or about the habitation of humans ~~and other animals~~, including ~~but not limited to~~ cats, dogs, fowl, horses, swine and goats.

(13) "Guard dog" means a working dog which ~~is must be kept under strict control such that it cannot come into direct contact with the public, including in a fenced run or other secure suitable enclosure, or on a leash or lead, and located on a business premises as part of the business premises security during business hours, or on a leash or under absolute control while working, so it cannot come into contact with the public.~~

(14) "Harbor" means keeping, feeding, maintaining, sheltering, ~~exercising ownership of, owning~~ or caring for an animal ~~for three or more successive days.~~

(15) "Holding facility" means any pet shop, kennel, cattery, groomery, riding school, stable, animal shelter, veterinary hospital, humane establishment, ~~shelter~~, or any other such facility used for keeping animals.

(16) "Impoundment" means taken into the custody of the ~~Animal Control~~ Division or ~~Police~~ Department.

(17) "Kennel" means a location where a person engages in boarding, breeding, buying, letting for hire, training for a fee or selling dogs.

(18) "Leash or lead" means any chain, rope, or ~~other similar~~ device used to restrain an animal.

"Officer" means an Animal Control Division officer and a Department peace officer.

(19) "Person" means ~~an individual and a natural person or~~ any legal entity, including, ~~but not limited to~~, a corporation, firm, partnership, or trust.

(20) "Pet" means a domesticated animal kept for pleasure rather than utility, including, but not limited to birds, cats, dogs, fish, hamsters, mice, and other animals associated with the human environment. ~~Pet does not include farm animals unless expressly included under other provisions of this Code.~~

(21) "Pet shop" means any establishment containing cages or exhibition pens, not part of a kennel or cattery, wherein dogs, cats, birds, or other pets ~~for sale~~ are kept or displayed ~~for sale~~.

(22) "Provoked," "provoking," or "provocation" means any ~~deliberate~~ act by a person towards a dog or any other animal done ~~recklessly, knowingly, or intentionally, with the intent~~ to tease, torment, abuse, assault or otherwise cause a reaction by the dog or other animal, provided however, that any act by a person done with the intention to discourage or prevent a dog or other animal from attacking ~~or biting~~ shall not be considered to be a provocation.

(23) "Quarantine" means the isolation of an animal in a ~~secure substantial~~ enclosure so that the animal is not subject to contact with other animals or unauthorized persons.

(24) "Riding school" ~~and/or~~ "stable" means an establishment which ~~provides offers~~ boarding ~~and/or~~ riding instruction for any horse, pony, donkey, mule or burro, or which offers such animals for hire.

"Service animal" means an animal defined as a service animal by the U.S. Department of Justice, and includes a dog that is individually trained to do work or

perform tasks for a person with a disability.

~~(25)~~—"Stray" means any animal at large.

"Supervisor" means an animal shelter manager or officer manager, under the supervision of the commander.

~~(26)~~—"Wild animal," and ~~or~~ "exotic animal" means any animal which is not commonly domesticated, or which is of a predatory nature that would constitute an unreasonable danger to human life, health or property if not kept or confined in a safe and secure manner, including those animals which, as a result of their natural condition, cannot be vaccinated effectively for rabies. Those animals, however domesticated, shall include the following, but are not limited to:

(a) Alligators and crocodiles.

(b) Bears (ursidae).—~~All bears, including grizzly bears, brown bears, black bears, etc.~~

(c) Cat family (felidae). All except the commonly accepted domesticated cats, and including cheetah, cougars, leopards, lions, lynx, panthers, mountain lions, tigers, and wildcats, ~~etc.~~

(d) Dog family (canidae). All except domesticated dogs, and including wolf, part wolf, fox, part fox, coyote and part coyote.

(e) Porcupine (erethizontidae).

(f) Primate (hominidae). All subhuman primates, including apes, gorillas, ~~and~~ monkeys, and lemurs.

(g) Raccoon (procyonidae). All raccoons including eastern raccoon, desert raccoon and ring-tailed cat.

(h) Skunks, ~~except skunks that are descended and neutered or spayed.~~

(i) Venomous fish and piranha.

(j) Venomous snakes and lizards.

(k) Weasels (mustelidae). All weasels, including martens, wolverines, badgers, otters, ermine, mink, ~~and~~ mongoose, and ferrets, but excepting domesticated ferrets.

(Ord. 2008-11, 11-05-2008) (Ord. 2006-19, 08-16-2006)

(Ord. 2003-28, 12-17-2003) (Ord. 1988-28, 09-07-1988)

CHAPTER 3. LICENSING

6-3-1. Animal licensing requirements.

6-3-2. License tag.

6-3-3. Licensing exemptions.

6-3-4. Penalties.

6-3-1. Animal licensing requirements.

(1) All dogs and cats within Tooele City must be licensed each year, except as otherwise provided herein.

(2) Any person owning, possessing, or harboring any dog or cat shall obtain a license for such animal within 30 days after the dog or cat reaches the age of four months; or, in the case of a dog or cat over the age of four months, within 10 days of the acquisition of the dog or cat.

(3) License applications must be submitted annually to the Finance ~~Department~~ Director, utilizing a standard form which includes the name, address, and telephone number of the applicant; the name, breed, sex, color, and age of the animal; and full rabies immunization information. The application shall be accompanied by the prescribed license fee and by a current rabies vaccination certificate.

(4) Dog and cat license fees shall be as established by resolution of the ~~City~~ Council.

(5) No dog or cat will be licensed as spayed or neutered without proof that such surgery was performed.

(6) The license shall be effective from the date of purchase through the end of February of the following year, after which a late fee shall be imposed. Licenses for the following year may be purchased as early as within 90 days prior to the expiration of any year's licensedate.

(7) No person or persons may own or harbor at any one residence within Tooele City any combination of dogs and cats that exceeds a total of 4 four animals.

(Ord. 2008-11, 11-05-2008) (Ord. 2003, 12-17-2003) (Ord. 1994-55, 12-08-1994) (Ord. 1994-17, 03-15-1994) (Ord. 1988-28, 09-07-1988)

6-3-2. License tag.

(1) Upon payment of the license fee, the Finance ~~Department~~ Director shall issue to the owner a certificate and a tag for each dog and cat licensed. The tag shall have stamped thereon the license number corresponding with the tag number of the certificate. The owner shall attach the tag to the collar or harness of the animal and see that the collar and the tag are constantly worn. Failure to attach the tag as provided shall be a violation of this ChapterOrdinance.

(2) License tags are not transferable from one animal to another. No refunds will be made on any license fee for any reason whatsoever. Replacements for lost or destroyed tags shall be issued upon payment of \$+5.00 to the Finance ~~Department~~ Director.

(3) Removing or causing to be removed, the collar, harness, or tag from any licensed dog or cat without the consent of the owner or keeper thereof, except a licensed

veterinarian or ~~Division officer~~ Animal Control Officer shall be a violation of this Chapterordinance.

(Ord. 2003-28, 12-17-2003) (Ord. 1981-14, 05-25-1981)

6-3-3. Licensing - exemptions.

(1) The ~~licensing and fee~~ provisions of Section 6-3-1 and 6-3-2 herein shall not apply to :

~~(a) Licensed dogs or cats whose owners are nonresidents temporarily (up to 30 days) within the jurisdiction, licensed dogs or cats whose owners remain within the jurisdiction longer then 30 days may transfer a valid license issued by another jurisdiction to a local license upon payment of a \$1.00 fee and proof of current rabies vaccination.~~

~~(b) Individual dogs and cats within a properly licensed dog kennel, cattery, or other such establishment when such dogs or cats are held for resale.~~

(2) The fee provisions of Sections 6-3-1 and 6-3-2 shall not apply to:

~~(a) Service animals. Seeing eye dogs properly trained to assist blind persons if such dogs are actually being used by blind persons to assist them in moving from place to place.~~

~~(b) Hearing dogs properly trained to assist deaf persons if such dogs are actually used by deaf persons to aid them in responding to sounds.~~

~~(cb) Dogs especially trained and used to assist officers and other officials of government agencies in the performance of their official duties.~~

(3) Nothing in this Section shall be construed so as to exempt any dog or cat from having a current rabies vaccination.

(Ord. 2003-28, 12- 17-2003) (Ord. 1981-14, 05-25-1981)

6-3-4. Penalties.

___Every person who violates any provision of this Chapter is guilty of a class C misdemeanor.

(Ord. 2003-28, 12-17-2003)

CHAPTER 4. ANIMALS AT LARGE

6-4-1. Unlawful to harbor stray animals.

6-4-2. Animals running at large.

6-4-3. Animals on unenclosed premises.

6-4-4. Female animals in heat.

6-4-5. Places prohibited to animals.

6-4-6. Penalties.

6-4-1. Unlawful to harbor stray animals.

It is unlawful for any person to harbor any lost or strayed animal. Whenever any animal shall be found which appears to be lost or strayed, it shall be the duty of the finder to notify the ~~Animal Control~~ Division within 24 hours, and the Division shall impound the animal as herein provided.

(Ord. 2003-28, 12-17-2003) (Ord. 1981-14, 05-25-1981)

6-4-2. Animals running at large.

It is unlawful for the owner or person having charge, care, custody, or control of any animal to allow such animal to run at large at any time. The owner or person charged with responsibility for an animal found running at large shall be strictly liable for a violation of this section regardless of the precautions taken to prevent the escape of the animal and regardless of whether or not such person knows ~~that~~ the animal is running at large.

(Ord. 1990-16, 09-11-1990)

6-4-3. Animals on unenclosed premises.

It is unlawful for any person to chain, stake out, or tether an animal on any unenclosed premises in such a manner that the animal may go beyond the property line unless such person has permission of the owners of all affected ~~adjacent~~ properties.

(Ord. 1981-25, 05-21-1981)

6-4-4. Female animals in heat.

~~Any~~ It shall be unlawful for any owner or person having charge, care, custody, or control of any female animal in heat ~~shall~~, in addition to restraining such animal from running at large, ~~to fail to~~ cause such animal to be constantly confined in a building or secure enclosure ~~so as to prevent it from attracting other animals and creating a nuisance~~, except for planned breeding purposes.

(Ord. 1981-14, 05-25-1981)

6-4-5. Places prohibited to animals.

(1) It is unlawful for any person to take or permit any animal, whether loose or on a leash or in the arms, in or about any establishment or place of business where food or food products are sold or displayed, including, but not limited to, restaurants, grocery stores, meat markets, and fruit or vegetable stores.

(2) It is unlawful for any person keeping, harboring, or having charge, ~~care, custody~~, or control of any animal to allow ~~the said~~ animal to be within ~~Zone 1~~ of any

(January 5, 2004)

designated groundwater source protection area (within a 100-foot radius of a wellhead or spring collection area). ~~watershed area so designated by ordinance or otherwise legally appointed, either now existing or to be defined in the future.~~

(3) This Section shall not apply to ~~service animals, as defined~~ dogs provided for in Subsection 6-3-3(2).

(Ord. 2003-28, 12-17-2003) (Ord. 1981-14, 05-25-1981)

6-4-6. Penalties.

Every person who violates any provision of this Chapter is guilty of a class C misdemeanor.

(Ord. 2003-28, 12-17-2003)

CHAPTER 5. NUISANCE ANIMALS

6-5-1. Repealed.

6-5-2. Repealed.

6-5-3. Nuisance animals.

6-5-4. Repealed.

6-5-5. Repeated offenses.

6-5-6. Penalties.

6-5-1. Repealed.

(Ord. 1996-03, 02-07-1996)

6-5-2. Repealed.

Ord. 1996-03, 02-07-1996)

6-5-3. Nuisance animals.

Any owner or person having charge, care, custody, or control of an animal or animals causing a nuisance as defined below shall be in violation of this Chapter and subject to the penalties provided herein. The following shall be deemed a nuisance:

(1) Any animal which:

(a) causes damage to the property of anyone other than its owner;

(b) causes unreasonable fouling of the air by odors;

(c) causes unsanitary conditions in its enclosures or surroundings;

(d) creates a breeding place for flies or other insects;

(e) defecates on any public sidewalk, ~~park strip~~, park, or building, or on any private property without the consent of the owner of such private property, unless the person owning, ~~having a proprietary interest in~~, harboring, or having care, charge, custody, or ~~control possession~~ of such animal shall ~~bag and~~ remove ~~immediately~~ such defecation to a proper trash receptacle;

(f) barks, whines, howls, or makes other ~~disturbing~~ noises in an excessive, continuous, ~~disturbing~~, or untimely fashion;

(g) unreasonably disturbs passersby or chases passing vehicles;

(h) ~~attacks or bites a person or domesticated animal;~~

(i) ~~engages in actions during any 12-month period resulting in 3 or more criminal convictions.~~

(2) Any animals which, by virtue of the number maintained, are determined by an ~~officer Tooele City Animal Control Officer~~ or the Tooele ~~City~~-County Health Department to be offensive or dangerous to the public health, welfare, and safety.

(Ord. 2003-28, 12-17-2003) (Ord. 1996-03, 02-07-1996)

6-5-4. Repealed.

(Ord. 2003-28, 12-17-2003)

6-5-5. Repeated offenses.

An animal owner shall forfeit to the City all animals that, individually or collectively, gave rise to violations of Title 6 for which convictions entered on ~~3 three~~ or more separate occasions during a ~~twelve~~ 12-month period against persons owning, ~~possessing, and/or~~ harboring, or ~~having charge, care, custody, or control~~ of those animals. Upon the third conviction, the City Attorney ~~may shall~~ petition a court of competent jurisdiction to compel forfeiture. After the court enters the appropriate order, the ~~Animal Control~~ Division shall impound all animals that gave rise to the convictions. Any animal impounded pursuant to this Section shall be dealt with in accordance with the provisions of this Title for impounded animals, except that the owner or the owner's agent shall not be allowed to redeem the impounded animal or animals under any circumstances.

(Ord. 2008-11, 11-05-2008) (Ord. 2003-28, 12-17-2003)

(Ord. 1996-03, 02-07-1996) (Ord. 1981-14, 05-25-1981)

6-5-6. Penalties.

(1) Every person who violates any provision of Section 6-5-3 is guilty of a class C misdemeanor.

(2) Each and every day that a violation of ~~Section 6-5-3 this Chapter~~ continues shall constitute a separate offense.

(Ord. 2003, 12-17-2003) (Ord. 1996-03, 02-07-1996)

CHAPTER 5a. Repealed. (Ord. 2003-28, 12-17-2003)

CHAPTER 5b. AGGRESSIVE ANIMALS.

- 6-5b-1. **Attacking animals.**
- 6-5b-2. **Animal bite of a human being.**
- 6-5b-3. **Animal bite of another domestic animal.**
- 6-5b-4. **Affirmative defenses.**
- 6-5b-5. **Impoundment – biting animals.**
- 6-5b-6. **Potentially dangerous and dangerous animals.**
- 6-5b-7. **Hearing procedures with the Division.**
- 6-5b-8. **Appeal.**
- 6-5b-9. **Penalties.**
- 6-5b-10. **Law enforcement animals.**

6-5b-1. Attacking animals.

Subject to the affirmative defenses of Section 6-5b-4, any person; owning or having charge, care, custody, or control of any animal is guilty of a class C misdemeanor if the animal approaches any human being or domesticated other animal upon public or private property in an apparent attitude of attack. This is a strict liability offense.

(Ord. 2003-28, 12-17-2003)

6-5b-2. Animal bite of a human being.

Subject to the affirmative defenses of Section 6-5b-4, any person; owning or having charge, care, custody, or control of , harboring, supervising, controlling, or possessing an animal that bites any human being upon public or private property is guilty of a class B misdemeanor. This is a strict liability offense.

(Ord. 2003-28, 12-17-2003)

6-5b-3. Animal bite of another domestic animal.

Subject to the affirmative defenses of Section 6-5b-4, any person; owning or having charge, care, custody, or control of , harboring, supervising, controlling, or possessing an animal that bites another domestic animal upon public or private property is guilty of a class C misdemeanor. This is a strict liability offense.

(Ord. 2003-28, 12-17-2003)

6-5b-4. Affirmative defenses.

The following are affirmative defenses to prosecution under Sections 6-5b-1, 6-5b-2, and 6-5b-3:

- (1) The victim was tormenting, abusing, or assaulting the animal or has, in the recent past, tormented, abused, or assaulted the animal.; or
- (2) The victim was committing or attempting to commit a crime.; or
- (3) The victim was trespassing on private property owned, leased, or rented by the person keeping the animal.; or
- (4) The animal was on a substantial leash or lead, or within fenced private property owned, leased, or rented by the person keeping the animal, and the animal was responding to attack or intrusion on the property by

another animal.

(Ord. 2003-28, 12-17-2003)

6-5b-5. Impoundment – biting animals.

(1) The Division of Animal Control shall immediately impound, or otherwise quarantine, an animal where the Division has reason to believe the animal has bitten a human being or domesticated animal without provocation.

(2) After 10 days and subject to the terms of Section 6-6-7, the Division shall return the impounded animal to the animal's owner or custodian upon payment of the appropriate applicable fees unless a complaint pursuant to Section 6-5b-6 has been filed. If a complaint has been filed, the Division shall retain the animal until proceedings are complete and a final determination has been made whether the animal is dangerous or potentially dangerous. If the animal is ultimately declared dangerous or potentially dangerous, the animal's owner or custodian shall be responsible for all expenses of the impoundment.

(3) In lieu of impound, the Division Animal Control Supervisor may allow permit the animal to be confined at the owner's or custodian's expense in a Division approved kennel or veterinary facility within the city. The owner or custodian shall not remove the animal from the kennel or veterinary facility without the prior written approval of a Division supervisor or the Animal Control Supervisor or the Supervisor's authorized representative.

(4) Any person who owns or possesses the animal to be impounded and who refuses to surrender the animal upon demand of the Division of Animal Control is guilty of a class B misdemeanor.

(Ord. 2008-11, 11-05-2008); (Ord. 2003-28, 12-17-2003)

6-5b-6. Potentially dangerous and dangerous animals - application for hearing.

(1) Upon written application of the Division or any other person alleging that an animal is or is not dangerous or potentially dangerous, the Department hearing examiner Chief of Police shall conduct a hearing to determine whether an animal is a potentially dangerous or dangerous animal. The application must be filed with the Department within 30 days of impoundment of the animal by the Division or other Division determination that the animal is dangerous or potentially dangerous. The application shall state the legal and factual grounds supporting the application. The hearing examiner will not conduct a hearing on an application that does not state the legal and factual grounds supporting the application. The hearing shall be conducted in accordance with the procedures provided by Section 6-5b-7.

(2) An animal shall be declared potentially dangerous if, unprovoked, it:

- (a) Has bitten a human being or another domesticated animal whether on public or private property; or
- (b) Chased or approached a person upon public or private property in an apparent attitude of attack; or,

(c) ~~H~~has a known propensity to attack unprovoked, or to cause injury or otherwise to threaten the safety of humans or domesticated animals.

(3) An animal shall be declared dangerous when the animal has:

(a) ~~K~~killed a human being or inflicted injury on a human being that created or caused protracted physical pain, permanent disfigurement, or temporary or permanent impairment of any bodily member or organ; ~~or~~

(b) ~~W~~without provocation, killed a pet or domesticated animal; ~~or~~

(c) ~~H~~as bitten or endangered the safety of humans or ~~other~~ domesticated animals after previously having been found to be potentially dangerous; or,

(d) ~~H~~as done any of the acts listed in subparagraph (2) that would ~~otherwise~~ classify the animal as potentially dangerous, but after a hearing held pursuant to Section 6-5b-7, the hearing examiner Chief of Police reasonably believes is firmly convinced that the animal poses an unreasonable risk of inflicting death or substantial bodily injury on a human being or domesticated animal.

(4) In making a determination whether an animal is potentially dangerous or dangerous, the hearing examiner decision maker shall consider each of the following factors:

(a) ~~A~~any previous history of the animal attacking or biting a human being or domesticated animal;

(b) ~~F~~the nature and extent of injuries inflicted and the number and ages of victims involved;

(c) ~~F~~the location where the attack took place;

(d) ~~F~~the presence or absence of any provocation or other circumstance that would justify or explain the bite or attack;

(e) ~~F~~the extent to which property has been damaged or destroyed;

(f) ~~W~~whether the animal exhibits any characteristics of being trained for fighting or attacking, ~~or other and any~~ evidence to show such training ~~or fighting~~;

(g) ~~W~~whether the animal exhibits characteristics of aggressive or unpredictable temperament or behavior in the presence of human beings or domesticated animals;

(h) ~~W~~whether the animal can be effectively trained or retrained to change its temperament or behavior;

(i) ~~F~~the manner in which the animal has been kept by its owner or custodian;

(j) ~~F~~the owner's or custodian's past and future ability and as well as the owner's willingness to train and control the animal;

(k) ~~A~~any other relevant information or evidence regarding the ability of the owner or custodian, or the Division, to protect the public safety in the future if the animal is permitted to remain in the city.

(5) If the hearing examiner determines it is determined that the animal is potentially dangerous, and if the owner

or custodian is able and willing to properly train, handle, and/or maintain the animal, the hearing examiner Chief of Police may impose reasonable terms, conditions, and/or restrictions upon the owner's or custodian's continued possession of the animal and the training, handling, and/or maintenance of the animal to protect the public health, safety, and welfare.

(6) If the hearing examiner determines it is determined that the animal is dangerous, the Division Chief of Police shall order the shelter supervisor Division to humanely destroy the animal.

(7) Unless otherwise precluded by order of a court of competent jurisdiction, the shelter supervisor Animal Control Supervisor shall authorize the destruction of the animal 3 three workbusiness days after a final determination either by the Chief of Police (or designee), or by the Administrative Hearing Officer under Chapter 1-28, appeals board under Section 6-5b-8 that the animal is dangerous.

(8) Any animal that is determined to be potentially dangerous by the hearing examiner the subject of a proceeding pursuant to this Section mustshall be permanently identified as such by the Division by the use of photographs or permanent marking, or both, prior to the animal's its release from impound or confinement.

(9) Any animal that is determined to be potentially dangerous, or that is determined to not be dangerous or potentially dangerous, shall be presumed abandoned if the animal is not redeemed from impound within 5 business days of notice of the determination, and may thereafter be humanely destroyed, adopted, or otherwise disposed of. (Ord. 2008-11, 11-05-2008); (Ord. 2003-28, 12-17-2003)

6-5b-7. Hearing procedures with the Division.

(1) The Chief of Police shall appoint a hearing examiner who shall exercise all powers relating to the conduct of the hearing on the application, including but not limited to, the administration of oaths and affirmations and certification of official acts.

(2) After receiving an application complaint from the Division or other person or entity alleging that an animal is dangerous or potentially dangerous, the Department hearing examiner shall serve a written give notice of the hearing to the applicant and to upon the owner or custodian of the animal by certified mail. The notice shall include the following: be mailed at least 10 days prior to the date set for the hearing and shall state in clear and concise language:

(a) the purpose and reason for holding the hearing;

(b) and the requested remedy or penalty; and,

(bc) the time and place where the hearing is to be held.

(3) At the hearing, the owner of the animal, the complainant or complainants, if any, and the Division shall be given an opportunity to present evidence; and to

call and cross-examine witnesses.

(4) The hearing examiner may continue the hearing from time to time upon good cause being shown.

(5) Hearings need not be conducted according to technical rules relating to evidence or witnesses. Any relevant evidence shall be ~~admissible~~ ~~admitted~~ if it is the sort of evidence on which responsible persons are accustomed to rely in conduct of serious affairs, regardless of the existence of any common law or statutory rule ~~to the contrary which might make improper the admission of such evidence over objection in civil or criminal actions~~. Hearsay evidence may be ~~admitted~~ ~~used~~ for the purpose of supplementing or explaining any direct evidence, but ~~generally will shall~~ not be sufficient in itself to support a finding ~~unless it would be admissible over objection in civil actions~~. Oral evidence shall be taken only on oath or affirmation. ~~Other evidence may be admitted upon proffer.~~

(6) A recording or transcript of the hearing may be taken at the expense of the party desiring the record.

(7) The burden is on the Division or complainant to show by a preponderance of the evidence that the animal should be declared ~~dangerous or potentially dangerous, and the sanctions or conditions that should be imposed.~~

(8) Unless otherwise granted additional time by the ~~Chief of Police~~, the hearing examiner shall, within 10 days of the conclusion of any hearing, submit a ~~written~~ report to the Chief of Police containing a summary of the evidence and ~~shall~~ ~~stating~~ the hearing examiner's findings and recommendations. The report shall be a public record and shall be served upon the owner of the animal by certified mail. A failure by the hearing examiner to submit a timely report shall not constitute grounds to challenge, overrule, or otherwise annul the ~~hearing~~ examiner's recommendations or the ~~Police Chief's~~ subsequent decision.

(9) If the hearing examiner determines that the animal is potentially dangerous, the ~~hearing~~ examiner shall make recommendations in accordance with Sections 6-5b-6(5). Terms, conditions, or restrictions may include ~~the following; but are not limited to:~~

(a) ~~S~~selection of locations within the owner's property or premises where the animal ~~must shall~~ be kept;

(b) ~~R~~requirements as to size, construction, ~~materials, and~~ ~~or~~ design of an enclosure where the animal ~~must shall~~ be kept;

(c) ~~S~~specialized training from a trainer or training program approved by the Division to correct any of the animal's behavioral problems;

(d) ~~P~~prohibiting the addition of any new animal at the premises;

(e) ~~T~~ypes and methods of restraint, or muzzling, or both;

(f) ~~P~~photo identification or permanent marking, or both, for purposes of identification;

(g) ~~P~~ayment of an additional annual \$50 license fee;

(h) ~~P~~rocurment and maintenance of a \$25,000 liability policy insuring ~~against~~ personal injuries that may be caused by the animal; ~~and,~~

(i) ~~R~~evocation of the animal license or permit.

(10) The Chief of Police shall review the hearing examiner's findings and recommendations. The ~~Chief of Police~~ may adopt or reject the findings ~~of the hearing examiner~~, or may adopt or modify the recommendations ~~of the hearing examiner~~, or may return the matter to the hearing examiner ~~requesting additional for further~~ evidence, ~~or for additional~~ findings, and recommendations. The ~~Police Chief's~~ decision shall be finalized in writing and shall be served upon the owner ~~of the animal in person or by certified mail~~. The ~~Police Chief's~~ decision ~~is shall be considered issued for purposes of appeal and enforcement on the date of mailing to the animal owner. final and effective when served upon the owner, unless there is an appeal filed within 15 days of the date of mailing of chief's decision to the owner.~~

(Ord. 2008-11, 11-05-2008); (Ord. 2003-28, 12-17-2003)

6-5b-8. Appeal.

Appeal of the decision of the Chief of Police shall be to the Administrative Hearing Officer. ~~The appeal must be filed with the City Recorder within 10 days of the date of mailing of the Police Chief's decision to the animal owner, pursuant to the provisions of Chapter 1-28.~~

(Ord. 2013-07, 04-17-2013); (Ord. 2012-20, 09-19-12); (Ord. 2003-28, 12-17-2003)

6-5b-9. Penalties.

It shall be a class B misdemeanor for any person to own, possess, harbor, or keep any animal:

(1) ~~A~~fter a final decision declaring the animal dangerous; or, ~~or,~~

(2) ~~W~~ithin the city limits in violation of any term, condition, or limitation imposed upon the owner's continued possession or control of the animal pursuant to a final decision rendered under the provisions of this Chapter.

Each and every day that a violation of this ~~Chapter Section~~ continues shall constitute a separate offense.

(Ord. 2008-11, 11-05-2008); (Ord. 2003-28, 12-17-2003)

6-5b-10. Law enforcement animals.

The provisions of this Title do not apply to dogs used by law enforcement officers while in the course of performing police work.

(Ord. 2003-28, 12-17-2003)

CHAPTER 7. IMPOUNDING

6-7-1. Animals to be impounded.

6-7-2. Case report.

6-7-3. Disposition of impounded animals.

6-7-4. Fees.

6-7-1. Animals to be impounded.

(1) ~~The animal control supervisor or officer~~ Officers shall place animals taken into custody into an animal shelter designated impound facility.

(2) The following animals may be taken into custody and impounded without the filing of a complaint:

(a) ~~Any~~ any animal being kept contrary to Tooele City Code Title 6;

(b) ~~Any~~ any animal creating a nuisance;

(c) ~~Any~~ any animal required to be licensed which is not licensed. An animal not wearing a tag shall be presumed to be unlicensed;

(d) ~~Any~~ any sick or injured animal whose owner cannot be located after reasonable effort;

(e) ~~Any~~ any lost, strayed, or abandoned animal;

(f) ~~Any~~ any animal required to be vaccinated for rabies which is not so vaccinated;

(g) ~~Any~~ any animal to be held for quarantine;

(h) ~~Any~~ any animal running at large;

(i) ~~Any~~ any animal that has attacked a person or domestic animal; and,

(j) any animal that has bitten a person or domestic animal.

(3) The following animals shall be summarily and immediately taken into custody and impounded:

(a) ~~Any~~ any animal that has bitten a person or a domestic animal without provocation;

(b) ~~Any~~ any animal that has been determined to be dangerous pursuant to is the subject of a complaint filed under Section 6-5b-6; and,

(c) ~~Any~~ any animal previously designated as a potentially dangerous animal that is not being kept under the conditions imposed pursuant to Sections 6-5b-6~~7~~ or 6-5b-7~~8~~.

(Ord. 2003-28, 12-17-2003) (Ord. 1994-02, 01-11-1994)

6-7-2. Case report.

~~The animal control officer~~ Officers shall complete a case reports on all impounded animals, which reports shall include, as applicable:

(1) a ~~detailed complete~~ description of the animal, including tag number, if present;

(2) the reason for and the date of impound;

(3) the location of the pickup;

(4) the name of the officer picking up the animal;

(5) the name and address of any person relinquishing an animal to the officer or to the Tooele Animal Shelter;

(6) the name and address of the redeemer or purchaser;

(7) all expenses accruing during impoundment;

(8) all fees received; and,

(9) the manner and date of disposal.

(Ord. 2003-28, 12-17-2003) (Ord. 1994-02, 01-11-1994)

6-7-3. Disposition of impounded animals.

(1) Except as otherwise provided in Title 6 (i.e., for dangerous or quarantined animals), any impounded animal may be redeemed by its owner during the impound period upon payment of the applicable fees.

(2) During impound, reasonable efforts shall be made to identify the animal's owner and give such owner notification of the impoundment. Notice shall be deemed given when contact is made by telephone or in person, or when a written message is left at the last known address of the registered owner.

(3) The owner of an impounded animal must ~~shall~~ redeem the animal within 5 business ~~three~~ days after notification. Failure to so redeem the animal shall indicate that the animal is abandoned and subject the animal ~~it~~ to immediate destruction or other ~~dispositions~~ sale.

(4) Each impounded, unredeemed animal shall be kept a minimum of 5 business ~~three~~ days after impound, except as otherwise provided in this Title 6.

(5) Following impound, animals which are not redeemed, except for those animals quarantined under the provisions of Section 6-6-7, held under the provisions of Section 6-5b-5, or confined by court order, may be destroyed or otherwise disposed of ~~old to any person desiring to purchase such animal~~. The Animal Control Division shall not sell or adopt out any animal that has not been spayed or neutered.

(6) Quarantined animals not redeemed by their owner within 5 business ~~two~~ days after the quarantine is ended shall be subject to immediate destruction or other ~~dispositions~~ sale.

(7) Any animal voluntarily relinquished by its owner to the Division or the shelter ~~animal control~~ for destruction or other disposition may be destroyed or otherwise disposed of ~~old~~ immediately upon receipt.

(8) At the discretion of a supervisor, ~~Any~~ any impounded animal having or suspected of having a serious physical injury or a contagious disease requiring medical attention may, at the discretion of the animal control supervisor, be released to the care of a veterinarian, with the consent of the owner. The owner shall be responsible for all costs and fees.

(9) When, in the judgment of a ~~the animal control supervisor or officer~~, an impounded animal must ~~should~~ be destroyed for humane reasons or to protect the public from imminent danger to persons or property, ~~such~~ the animal may be destroyed without regard to any time limitations otherwise established herein and without court order.

(Ord. 2008-11, 11-05-2008) (Ord. 2003-28, 12-17-2003)

(Ord. 1994-02, 01-11-1994)

6-7-4. Fees.

(1) Fees relating to impounding animals shall be established by resolution of the Tooele City Council.

(2) Except as otherwise provided in Title 6, the owner of an impounded animal, or the owner's agent, may redeem the animal before disposition provided all applicable impounding, boarding, veterinary, licensing, rabies vaccination, and other fees and costs are first paid.

(3) No impound fee shall be charged to:

(a) ~~The~~ reporting owner of a suspected rabid animal if ~~such~~ the owner complies with ~~Tooele City Code~~

~~Title 6, Chapter 6-6;~~ or,

(b) ~~The~~ owner of an animal not found to be either potentially dangerous or dangerous after a hearing under ~~Title 6, Chapter 6-5b.~~

(4) The owner of an impounded animal is liable for all impound, disposition, and other costs, which if not voluntarily paid may be collected through a civil action or by being added to the owner's tax or utility bill.

(5) Persons may obtain any animal not timely redeemed by its owner for a fee per animal established by resolution of the City Council, plus the costs of license, spay, neuter, and rabies vaccination, as applicable if required.

(Ord. 2008-11, 11-05-2008) (Ord. 2003-28, 12-17-2003)

(Ord. 1994-02, 01-11-1994)

CHAPTER 7. IMPOUNDING

6-7-1. Animals to be impounded.

6-7-2. Case report.

6-7-3. Disposition of impounded animals.

6-7-4. Fees.

6-7-1. Animals to be impounded.

(1) ~~The animal control supervisor or officer~~ Officers shall place animals taken into custody into an animal shelter designated impound facility.

(2) The following animals may be taken into custody and impounded without the filing of a complaint:

(a) ~~Any~~ animal being kept contrary to Tooele City Code Title 6;

(b) ~~Any~~ animal creating a nuisance;

(c) ~~Any~~ animal required to be licensed which is not licensed. An animal not wearing a tag shall be presumed to be unlicensed;

(d) ~~Any~~ sick or injured animal whose owner cannot be located after reasonable effort;

(e) ~~Any~~ lost, strayed, or abandoned animal;

(f) ~~Any~~ animal required to be vaccinated for rabies which is not so vaccinated;

(g) ~~Any~~ animal to be held for quarantine;

(h) ~~Any~~ animal running at large;

(i) ~~Any~~ animal that has attacked a person or domestic animal; and,

(j) any animal that has bitten a person or domestic animal.

(3) The following animals shall be summarily and immediately taken into custody and impounded:

(a) ~~Any~~ animal that has bitten a person or a domestic animal without provocation;

(b) ~~Any~~ animal that has been determined to be dangerous pursuant to is the subject of a complaint filed under Section 6-5b-6; and,

(c) ~~Any~~ animal previously designated as a potentially dangerous animal that is not being kept under the conditions imposed pursuant to Sections 6-5b-6~~7~~ or 6-5b-7~~8~~.

(Ord. 2003-28, 12-17-2003) (Ord. 1994-02, 01-11-1994)

6-7-2. Case report.

~~The animal control officer~~ Officers shall complete a case reports on all impounded animals, which reports shall include, as applicable:

(1) a detailed ~~complete~~ description of the animal, including tag number, if present;

(2) the reason for and the date of impound;

(3) the location of the pickup;

(4) the name of the officer picking up the animal;

(5) the name and address of any person relinquishing an animal to the officer or to the Tooele Animal Shelter;

(6) the name and address of the redeemer or purchaser;

(7) all expenses accruing during impoundment;

(8) all fees received; and,

(9) the manner and date of disposal.

(Ord. 2003-28, 12-17-2003) (Ord. 1994-02, 01-11-1994)

6-7-3. Disposition of impounded animals.

(1) Except as otherwise provided in Title 6 (i.e., for dangerous or quarantined animals), any impounded animal may be redeemed by its owner during the impound period upon payment of the applicable fees.

(2) During impound, reasonable efforts shall be made to identify the animal's owner and give such owner notification of the impoundment. Notice shall be deemed given when contact is made by telephone or in person, or when a written message is left at the last known address of the registered owner.

(3) The owner of an impounded animal must ~~shall~~ redeem the animal within 5 business ~~three~~ days after notification. Failure to so redeem the animal shall indicate that the animal is abandoned and subject the animal ~~it~~ to immediate destruction or other ~~dispositions~~ sale.

(4) Each impounded, unredeemed animal shall be kept a minimum of 5 business ~~three~~ days after impound, except as otherwise provided in this Title 6.

(5) Following impound, animals which are not redeemed, except for those animals quarantined under the provisions of Section 6-6-7, held under the provisions of Section 6-5b-5, or confined by court order, may be destroyed or otherwise disposed of ~~old to any person desiring to purchase such animal~~. The Animal Control Division shall not sell or adopt out any animal that has not been spayed or neutered.

(6) Quarantined animals not redeemed by their owner within 5 business ~~two~~ days after the quarantine is ended shall be subject to immediate destruction or other ~~dispositions~~ sale.

(7) Any animal voluntarily relinquished by its owner to the Division or the shelter ~~animal control~~ for destruction or other disposition may be destroyed or otherwise disposed of ~~old~~ immediately upon receipt.

(8) At the discretion of a supervisor, ~~Any~~ impounded animal having or suspected of having a serious physical injury or a contagious disease requiring medical attention may, at the discretion of the animal control supervisor, be released to the care of a veterinarian, with the consent of the owner. The owner shall be responsible for all costs and fees.

(9) When, in the judgment of a ~~the animal control supervisor or officer~~, an impounded animal must ~~should~~ be destroyed for humane reasons or to protect the public from imminent danger to persons or property, ~~such~~ the animal may be destroyed without regard to any time limitations otherwise established herein and without court order.

(Ord. 2008-11, 11-05-2008) (Ord. 2003-28, 12-17-2003)

(Ord. 1994-02, 01-11-1994)

6-7-4. Fees.

(1) Fees relating to impounding animals shall be established by resolution of the Tooele City Council.

(2) Except as otherwise provided in Title 6, the owner of an impounded animal, or the owner's agent, may redeem the animal before disposition provided all applicable impounding, boarding, veterinary, licensing, rabies vaccination, and other fees and costs are first paid.

(3) No impound fee shall be charged to:

(a) ~~The~~ reporting owner of a suspected rabid animal if ~~such~~ the owner complies with ~~Tooele City Code~~

~~Title 6, Chapter 6-6;~~ or,

(b) ~~The~~ owner of an animal not found to be either potentially dangerous or dangerous after a hearing under ~~Title 6, Chapter 6-5b.~~

(4) The owner of an impounded animal is liable for all impound, disposition, and other costs, which if not voluntarily paid may be collected through a civil action or by being added to the owner's tax or utility bill.

(5) Persons may obtain any animal not timely redeemed by its owner for a fee per animal established by resolution of the City Council, plus the costs of license, spay, neuter, and rabies vaccination, as applicable if required.

(Ord. 2008-11, 11-05-2008) (Ord. 2003-28, 12-17-2003)

(Ord. 1994-02, 01-11-1994)

CHAPTER 8. ANIMAL ~~CONTROL~~-SHELTER

6-8-1. Animal shelter provided.

6-8-2. Disposal facilities.

6-8-3. Medical treatment.

6-8-1. Animal shelter provided.

Tooele City shall provide premises and facilities to be used as an animal shelter where impounded small animals can be adequately kept. The City shall purchase and supply food and furnish humane care for impounded animals, ~~subject to owner reimbursement.~~—

(Ord. 2003-28, 12-17-2003) (Ord. 1981-14, 05-25-1981)

6-8-2. Disposal facilities.

Tooele City shall provide for the ~~painless and~~ humane destruction of dogs and other animals required to be destroyed by this ~~Title ordinance~~ or by the laws of the State of Utah.

(Ord. 2003-28, 12-17-2003) (Ord. 1981-14, 05-25-1981)

6-8-3. Medical treatment.

Tooele City may furnish medical treatment, when necessary, to animals impounded under the provisions of this Title. The costs for such treatment shall be assessed to the owner upon redemption, or ~~to~~ the new owner upon purchase ~~or adoption.~~

(Ord. 2003-28, 12-17-2003) (Ord. 1981-14, 05-25-1981)

CHAPTER 9. CRUELTY TO ANIMALS

6-9-1. Repealed.

6-9-2. Repealed.

6-9-3. Repealed.

6-9-4. Repealed.

6-9-5. Repealed.

6-9-6. Repealed.

6-9-7. Injuries to animals by motorists.

6-9-8. Repealed.

6-9-9. Malicious impounding.

6-9-10. Penalties.

6-9-8. Repealed.

(Ord. 1989-03, 03-01-1989)

6-9-9. Malicious impounding.

It is unlawful for any person maliciously to secrete or impound the animal of another.

(Ord. 2003-28, 12-17-2003) (Ord. 1989-03, 03-01-1989)

6-9-10. Penalties.

Any person who violates any provision of this Chapter is guilty of a class C misdemeanor.

(Ord. 2003-28, 12-17-2003)

6-9-1. Repealed.

(Ord. 1989-03, 03-01-1989)

6-9-2. Repealed.

(Ord. 1989-03, 03-01-1989)

6-9-3. Repealed.

(Ord. 1989-03, 03-01-1989)

6-9-4. Repealed.

(Ord. 1989-03, 03-01-1989)

6-9-5. Repealed.

(Ord. 1989-03, 03-01-1989)

6-9-6. Repealed.

(Ord. 1989-03, 03-01-1989)

6-9-7. Injury to animals by motorists.

(1) Every operator of a vehicle upon the streets of Tooele City shall immediately upon injuring, striking, maiming, or running down any domestic animal give such aid as can reasonably be rendered. In the absence of the owner, the operator shall immediately notify the ~~Police~~ Department or the ~~Animal Control~~ Division, furnishing requested facts relative to such injury.

(2) It shall be the duty of ~~such~~the vehicle operator to remain at or near the scene until such time as ~~an officer~~ the appropriate authorities arrives. ~~;~~and ~~u~~Upon the arrival of ~~an officersuch~~ authorities, the operator shall immediately provide the operator's identity, as well as incident details, to the ~~officersuch~~ authorities. Alternatively, in the absence of the owner of the injured animal, the operator or other ~~a~~ person may give aid by taking the animal to the animal shelter ~~Animal Control~~ facility or other animal care appropriate facility and by promptly notifying the ~~Animal Control~~ Division. Such animal may be taken in by the animal shelter ~~Animal Control~~ facility and dealt with as deemed appropriate by shelter personnel under the circumstances.

(3) Emergency vehicles are exempted from the requirements of this ~~Section~~ provision.

(Ord. 2003-28, 12-17-2003) (Ord. 1981-14, 05-25-1981)

CHAPTER 10. WILD ANIMALS

6-10-1. Wild animals.

6-10-2. Protected species.

6-10-3. Penalties.

6-10-1. Wild animals.

It is unlawful for any person to sell, offer for sale, barter, give away, keep, own, purchase, or otherwise harbor any wild animal as defined in Section 6-2-1, except that the animal shelter, zoological park, veterinary hospital, humane society shelter, public laboratory, circus, sideshow, amusement show, or facility for education or scientific purposes may keep such an animal if protective devices adequate to prevent such animal from escaping or injuring the public are provided.

(Ord. 2003-28, 12-17-2003) (Ord. 1988-17, 08-03-1988)

6-10-2. Protected species.

It is unlawful for any person to keep an animal of a species prohibited or protected by Title 50 of the Code of Federal Regulations or by any regulation or law of the State of Utah.

(Ord. 2003-28, 12-17-2003) (Ord. 1981-14, 05-25-1981)

6-10-3. Penalties.

Any person who violates any provision of this Chapter is guilty of a class C misdemeanor.

(Ord. 2003-28, 12-17-2003)

CHAPTER 11. REGULATORY PERMITS; KENNELS

6-11-1. Commercial permits.

6-11-2. Display of permit.

6-11-3. Renewal of permit.

6-11-4. Permit fees.

6-11-5. Exemptions.

6-11-6. Inspections.

6-11-7. Standards for establishments.

6-11-8. Suspension or revocation of permits.

6-11-9. Repealed.

6-11-1. Commercial permits.

(Repealed Ord. 2017-07)

It shall be unlawful for any person to operate or maintain a kennel, cattery, pet shop, groomery, riding stable, or any similar establishment unless such person first obtains a regulatory permit from the Tooele City Recorder, in addition to all other required licenses. All applications for permits to operate such establishments shall be submitted, together with the required permit fee, on a printed form provided by the Tooele City Recorder. Before the permit is issued, approval shall be granted by the Tooele City-County Health Department, Tooele City Planning Commission and the Animal Control Division. (Ord. 2003-28, 12-17-2003) (Ord. 1981-14, 05-25-1981)

6-11-2. Display of permit.

(Repealed Ord. 2017-07)

A valid permit shall be posted in a conspicuous place in each establishment, and said permit shall be considered as appurtenant to the premises and not transferable to another location. The permittee shall notify the Animal control Division within 30 days of any change in his establishment or operation which may affect the status of his permit. In the event of a change in ownership of the establishment or operation which may affect the status of his establishment, the permittee shall notify the Animal Control Division immediately. Permits shall not be transferable from one owner to another. (Ord. 1981-14, 05-25-1981)

6-11-3. Renewal of permit.

(Repealed Ord. 2017-07)

Any permit issued pursuant to this Section shall automatically expire on December 31st immediately following date of issue. Within two (2) months prior to the expiration of the permit, the permittee shall apply for a renewal of the permit and pay the required fee. Any application made after December 31st, except an application for a new establishment opening subsequent to that date, shall be accompanied by a late application fee in addition to the regular permit fee. (Ord. 1981-14, 05-25-1981)

6-11-4. Permit fees.

(Repealed Ord. 2017-07)

(1) Kennels, groomeries, pet shops, veterinary clinics, or hospitals:

Class A, 3-15 animals \$ 50.00

Class B, 16-30 animals \$ 75.00

Class C, 30 or more animals \$100.00

(2) Riding Stables \$100.00

(3) Late fee \$ 25.00

(Ord. 1981-14, 05-25-1981)

6-11-5. Exemptions.

(Repealed Ord. 2017-07)

Research facilities where bona fide medical or related research is being conducted, humane shelters, and other animal establishments operated by state or local government or which are licensed by federal law are excluded from the licensing requirements of this ordinance.

(Ord. 1981-14, 05-25-1981)

6-11-6. Inspections.

(Repealed Ord. 2017-07)

All establishments required to be permitted under this ordinance shall be subject to periodic inspections, at any reasonable time and the inspector shall make a report of such inspection with a copy to be filed with the Animal Control Division. Failure to allow such inspections shall be grounds for revoking the permit under Section 6-11-8. (Ord. 1981-14, 05-25-1981)

6-11-7. Standards for establishments.

(Repealed Ord. 2017-07)

The Division of Animal Control shall promulgate rules and regulations governing the operation of kennels, groomeries, pet shops, riding stables, and veterinary clinics or hospitals. Such rules and regulations shall provide for the type of structures, buildings, pens, cages, runways or yards required to the animal sought to be kept, harbored or confined on such premises; the manner of which food, water and sanitation facilities will be provided to such animals; measures relating to the health of said animals, the control of noise and odors, and the protection of persons or property on adjacent premises; and other such matters as the Supervisor shall deem necessary. Such rules and regulations shall be deemed a violation of this Ordinance and grounds for revocation of a permit issued by the Animal Control Division. (Ord. 1981-14, 05-25-1981)

6-11-8. Suspension or revocation of permits.

(Repealed Ord. 2017-07)

(1) Grounds: A permit may be suspended or revoked or a permit application rejected on any one or more of the following grounds:

(a) falsification of facts in a permit application;

(b) failure to allow inspection pursuant to Section 6-11-6;

(c) violation of any of the provisions of this ordinance or any other law or regulation governing the establishment, including noise, building and zoning

ordinances;

(d) conviction on a charge of cruelty to animals;

(e) maintenance of a nuisance.

(2) Procedure: If an inspection of kennels, groomeries, pet shops, riding stables, veterinary clinics or hospitals reveals a violation of this ordinance, the inspector shall notify the permit holder or operator of such violation by means of an inspection report form or other written notice. The notification shall:

(a) set forth the specific violation(s) found;

(b) establish a specific and reasonable period of time for the correction of the violation(s) found;

(c) state that failure to comply with any notice issued in accordance with the provisions of this ordinance may result in immediate suspension of the permit;

(d) state that an opportunity for appeal from any notice or inspection findings will be provided if a written request for a hearing is filed with the Chief of Police within five (5) days of the date of the notice.

(3) Revocation or suspension: Any permit granted under this ordinance may be suspended or revoked by the City Council for violations listed in part (a) above. A minimum of five (5) days notice shall be given to the permittee advising him of the date and time for such hearing, and stating the cause or causes for such suspension or revocation. No new permit shall be issued to any person whose permit has been previously revoked except upon application for a new permit, accompanied by the required application fee, and unless and until all requirements of this Ordinance have been met.

(4) Emergency suspension: Notwithstanding the other provisions of this Ordinance, when the inspecting officer finds unsanitary or other conditions in the operation of kennels, shops, or any similar establishments which in his judgment, constitute a substantial hazard to public health, he may without warning, or hearing, issue a written notice to the permit holder or operator citing such condition and specifying the corrective action to be taken. Such order may state that the permit is immediately suspended and all operations are to be discontinued. Any person to whom such an order is issued shall comply immediately therewith. Any animals at such facility may be confiscated by the Animal Control Division and impounded or otherwise provided for according to the provisions of this ordinance.

(5) Notice provided for under this Section shall be deemed to have been properly served when the original of the inspection report form or other notice has been delivered personally to the permit holder or person in charge, or such notice has been sent by certified mail to the last known address of the permit holder. A copy of such notice shall be filed with the records of the Animal Control Division.

(Ord. 2003-28, 12-17-2003) (Ord. 1981-14, 05-25-1981)

6-11-9. Repealed.

(Ord. 2003-28, 12-17-2003)

TOOELE CITY CORPORATION

RESOLUTION 2017-12

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING THE MUNICIPAL WASTEWATER PLANNING PROGRAM SELF-ASSESSMENT REPORT FOR TOOELE CITY FOR 2016.

WHEREAS, the Division of Water Quality, Utah Department of Environmental Quality, requires that the City Council affirm by Resolution that it has reviewed the Municipal Wastewater Planning Program Self-Assessment Report for Tooele City for 2016 (attached hereto as Exhibit A); and,

WHEREAS, the Division of Water Quality, Utah Department of Environmental Quality, requires that the City Council affirm by Resolution that Tooele City has taken all appropriate actions necessary to maintain effluent requirements contained in the City's Utah Pollutant Discharge Elimination System (UPDES) Permit conditions; and,

WHEREAS, the Report demonstrates the steps taken by the City to ensure maintenance of effluent requirements contained in the City's UPDES permit:

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

- (1) the City Council has reviewed and approved the Municipal Wastewater Planning Program Self-Assessment Report for Tooele City for 2016; and,
- (2) Tooele City has taken all appropriate actions necessary to maintain effluent requirements contained in the City's UPDES permit conditions.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 15th day of March, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

Approved as to Form: _____
Roger Baker, City Attorney

EXHIBIT A

2016 Municipal Wastewater Planning Program Self-Assessment Report

STATE OF UTAH

MUNICIPAL WASTEWATER PLANNING PROGRAM

SELF-ASSESSMENT REPORT

FOR

TOOELE

2016



UTAH DEPARTMENT *of*
ENVIRONMENTAL QUALITY

**WATER
QUALITY**

Municipal Wastewater Planning Program (MWPP) Financial Evaluation Section for 2016

Owner Name: TOOELE

Name and Title of Contact Person:

Ray Henninger
Superintendent

Phone: (435) - 882-1952

E-mail: rayh@tooelecity.org

SUBMIT BY APRIL 15, 2017

Electronic

submission: <http://deq.utah.gov/ProgramsServices/services/submissions/index.htm>

or

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone: (801) 536-4300

NOTE: This questionnaire has been compiled for your benefit by a state sponsored task force comprised of representatives of local government and service districts. It is designed to assist you in making an evaluation of your wastewater system and financial planning. If you received financial assistance from the Water Quality Board, annual submission of this report is a condition of that assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please call John Mackey, Utah Division of Water Quality: (801) 536-4300.

I. Definitions: The following terms and definitions may help you complete the worksheets and questionnaire:

User Charge (UC) - A fee established for one or more class(es) of users of the wastewater collection and treatment facilities that generate revenues to pay for costs of the system.

Operation and Maintenance Expense - Expenditures incurred for materials, labor, utilities, and other items necessary for managing and maintaining the facility to achieve or maintain the capacity and performance for which it was designed and constructed.

Repair and Replacement Cost - Expenditures incurred during the useful life of the treatment works for obtaining and installing equipment, accessories, and/or appurtenances necessary to maintain the existing capacity and the performance for which the facility was designed and constructed.

Capital Needs - Cost to construct, upgrade or improve the facility.

Capital Improvement Reserve Account - A reserve established to accumulate funds for construction and/or replacement of treatment facilities, collection lines or other capital improvement needs.

Reserve for Debt Service - A reserve for bond repayment as may be defined in accordance with terms of a bond indenture.

Current Debt Service - Interest and principal costs for debt payable this year.

Repair and Replacement Sinking Fund - A fund to accumulate funds for repairs and maintenance to fixed assets not normally included in operation expenses and for replacement costs (defined above).

Municipal Wastewater Planning Program (MWPP) Collection System Section

Owner Name: TOOELE

Name and Title of Contact Person:

Ray Henninger
Superintendent

Phone: (435) 882-1952

E-mail: rayh@tooelecity.org

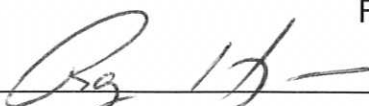
SUBMIT BY APRIL 15, 2017

Electronic
submission: <http://deq.utah.gov/ProgramsServices/services/submissions/index.htm>

or

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone: (801) 536-4300

Form completed by:


May Receive Continuing Education Units (CEUs)

Part I: SYSTEM AGE

A. What year was your collection system first constructed (approximately)?

Year 1920

B. What is the oldest part of your present system?

Oldest part 95 years

Part II: BYPASSES

A. Please complete the following table:

Question	Number	Points Earned	Total Points
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater in the system due to rain or snowmelt?	0	0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	0
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater due to equipment failure? (except plugged laterals)	1	0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	5
TOTAL PART II =			5

B. The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs). Below include the number of SSOs that occurred in 2016.

Class 1- a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) affects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the state.

Part II: BYPASSES (cont.)

Class 2 – a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Number of Class 1 SSOs in Calendar year 2016 0

Number of Class 2 SSOs in Calendar year 2016 1

C. Please indicate what caused the SSO(s) in B. If needed attach the additional information to this report.

Roots and Debris in Line

D. Please specify whether the SSOs were caused by contract or tributary community, etc.

no

Part III: NEW DEVELOPMENT

A. Please complete the following table:

Question	Points Earned	Total Points
Has an industry or other development moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10 - 20%)?	No = 0 points Yes = 10 points	0
Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years, such that either flow or BOD ₅ loadings to the sewerage system could significantly increase (25%)?	No = 0 points Yes = 10 points	0
TOTAL PART III =		0

Part III: NEW DEVELOPMENT (cont.)

B. Approximate number of new residential sewer connections in the last year

88 new residential connections

C. Approximate number of new commercial/industrial connections in the last year

1 new commercial/industrial connections

D. Approximate number of new population serviced in the last year

352 new people served

E. Total number of effective residential connections (ERC) served

9112 total ERC served

Part I: OPERATION AND MAINTENANCE

Complete the following table:

Question	Points Earned	Total
Are revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs <i>at this time?</i>	YES = 0 points NO = 25 points	0
Are the projected revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs for the <i>next five years?</i>	YES = 0 points NO = 25 points	0
Does the facility have sufficient staff to ensure proper OM&R?	YES = 0 points NO = 25 points	0
Has a dedicated sinking fund been established to provide for repair & replacement costs?	YES = 0 points NO = 25 points	0
Is the repair & replacement sinking fund adequate to meet anticipated needs?	YES = 0 points NO = 25 points	0
What was the average User Charge fee for 2016?	\$ _____ per month	
TOTAL PART I =		0

Part II: CAPITAL IMPROVEMENTS

Complete the following table:

Question	Points Earned	Total
Are present revenues collected sufficient to cover all costs and provide funding for capital improvements?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <i>next next five years?</i>	YES = 0 points NO = 25 points	25
Are projected funding sources sufficient to cover all projected capital improvement costs for the <i>next next ten years?</i>	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <i>next next twenty years?</i>	YES = 0 points NO = 25 points	0
Has a dedicated sinking fund been established to provide for future capital improvements?	YES = 0 points NO = 25 points	25
TOTAL PART II =		50

Part III: GENERAL QUESTIONS

Complete the following table:

Question	Points Earned	Total
Is the wastewater treatment fund a separate enterprise fund/account or district?	YES = 0 points NO = 25 points	0
Are you collecting 95% or more of your sewer billings?	YES = 0 points NO = 25 points	0
Is there a review, at least annually, of user fees?	YES = 0 points NO = 25 points	0
Are bond reserve requirements being met if applicable?	YES = 0 points NO = 25 points	0
TOTAL PART III =		0

Part IV: PROJECTED NEEDS

Estimate as best you can the following:

	2017	2018	2019	2020	2021
Cost of projected capital improvements (in thousands)	100 K	100 K	100 K	100 K	100 K

Point Summation

Fill in the point totals from Parts I through III in the blanks provided in the Points column. Add the numbers to determine the MWPP point total that reflects your present financial position for meeting your wastewater needs.

Part	Points
I	50
II	0
III	0
Total	50

Part IV: OPERATOR CERTIFICATION

A. How many collection system operators are currently employed by your facility?

3 collection system operators employed

B. You are required to have the chief direct responsible charge (DRC) operator(s) certified at COLLECTION III.

What is the current grade of the collection DRC operator(s)? IV

C. What is/are the name(s) of your wastewater treatment DRC operator(s)?

Ray Henninger

D. State of Utah Administrative Rules requires all operators, of public systems, considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class. Attach additional pages if necessary.

<i>Not Certified</i>	_____
Small Lagoons	_____
Collection I	<u>1</u>
Collection II	_____
Collection III	_____
Collection IV	<u>2</u>

Part IV: OPERATOR CERTIFICATION (cont.)

E. Please complete the following table:

Question	Points Earned	Total Points
Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C)	Yes = 0 points No = 50 points	50
How many continuing education units has each of the DRC operator(s) completed over the last 3 years?	3 or more = 0 points less than 3 = 10 points	0
TOTAL PART IV =		50

Part V: FACILITY MAINTENANCE

A. Please complete the following table:

Question	Points Earned	Total Points
Do you follow an annual preventative maintenance program?	Yes = 0 points No = 30 points	0
Is it written?	Yes = 0 points No = 20 points	0
Do you have a written emergency response plan?	Yes = 0 points No = 20 points	0
Do you have an updated operations and maintenance manual	Yes = 0 points No = 20 points	0
Do you have a written safety plan?	Yes = 0 points No = 20 points	0
TOTAL PART V =		0

Part VI: SSMP EVALUATION

- A. Has your system completed its Sewer System Management Plan (SSMP)?
 No _____ Yes
- B. If the SSMP has been completed, has the SSMP been public noticed?
 No _____ Yes (include date of public notice) _____
- C. Has the SSMP been approved by the permittee's governing body at a public meeting?
 No _____ Yes _____
- D. During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?
 No Yes _____ If yes, what components of the plan were changed (i.e. line cleaning, CCTV inspections and manhole inspections and/or SSO events)?

- E. During 2016 was any part of the SSMP audited as part of the five year audit?
 No Yes _____ If yes, what part of the SSMP was audited and were changes made to the SSMP as a result of the audit?

- F. Has your system completed its *System Evaluation and Capacity Assurance Plan* (SECAP) as defined by the Utah Sewer Management Program?
 No _____ Yes

The following are dates that the SSMP and SECAP are required to be completed, based on population. The SSMP and SECAP must be public noticed and approved by the permittee's governing body in order to be considered complete.

Requirement	Population				
	Less than 2,000	2,000 - 3,500	3,501 – 15,000	15,001 – 50,000	More than 50,000
Completion of SSMP	March 31, 2016	March 31, 2016	September 30, 2016	March 31, 2016	September 30, 2016
Completion of SECAP	Optional	September 30, 2017	September 30, 2016	March 31, 2016	September 30, 2016

Part VII: SUBJECTIVE EVALUATION

This section should be completed with the system operators.

- A. Describe the physical condition of the sewer collection system: (lift stations, etc. included)

WE have no lift stations, some of the system
is less than 25 years old, the older parts
are covered the evaluated for repair or
replacement.

- B. What sewerage system improvements does the community plan to have under consideration for the next 10 years?

Manhole repair and replacement

- C. Explain problems, other than plugging, that you have experienced over the last year

Roots, Rocks, concrete, low spots in the
sewer lines.

- D. Is your community presently involved in formal planning for system expansion/upgrading? If so explain.

Yes, We review the system each year

Part VII: SUBJECTIVE EVALUATION (cont.)

G. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS SOMETIMES _____ NO _____

If they do, what percentage is paid?

approximately 100 %

H. Is there a written policy regarding continuing education and training for wastewater operators?

YES NO _____

I. Any additional comments? (Attach additional sheets if necessary.)

POINT SUMMATION

Fill in the point totals from Parts II through V in the blanks provided in the Points column. Add the numbers to determine the MWPP point total that your wastewater facility has generated for the past twelve months.

Part	Points
II	0
III	0
IV	50
V	0
Total	50

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature of Signatory Official

Date

Print Name of Signatory Official

Title

The signatory official is the person authorized to sign permit documents, per R317-8-3.4.

Municipal Wastewater Planning Program (MWPP) Mechanical Plant Section for 2016

Owner Name: TOOELE

Name and Title of Contact Person:

Ray Henninger
Superintendent

Phone: (435) 882-1952

E-mail: rayh@tooele city.org

SUBMIT BY APRIL 15, 2017

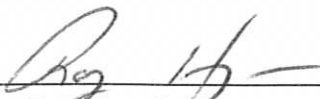
Electronic

submission: <http://deq.utah.gov/ProgramsServices/services/submissions/index.htm>

or

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone: (801) 536-4300

Form completed by:


May Receive Continuing Education Units(CEUs)

Part I: INFLUENT INFORMATION

NN. Please provide the average design flow rate and average design BOD₅ and TSS loading for your facility.

	Average Design Flow (MGD)	Average Design BOD ₅ Loading (lbs/day)	Average Design TSS Loading (lbs/day)
Design Criteria	3.4	6815	7089
90% of the Design Criteria	3.1	6134	6380

B. Please list the average monthly flows in millions of gallons per day (MGD) and BOD₅ and TSS loadings in milligrams per liter (mg/L) **received** at your facility during 2016. (Calculate the BOD₅ and TSS loadings in pounds per day (lbs/day)).

Month	(1) Average Monthly Flow (MGD)	(2) Average Monthly BOD ₅ Concentration (mg/L)	(3) Average BOD ₅ Loading (lbs/day) ¹	(4) Average Monthly TSS Concentration (mg/L)	(5) Average TSS Loading (lbs/day) ²
January	2.82	222	5294	209	4983
February	2.92	171	4060	194	4604
March	2.72	201	4506	219	4907
April	2.25	173	3611	277	5763
May	1.81	238	3568	191	2845
June	1.86	239	3649	193	2960
July	1.96	198	3289	250	4145
August	2.09	191	3225	210	3529
September	2.12	299	5234	248	4336
October	2.09	252	4335	255	4386
November	2.18	204	3687	192	3467
December	2.41	258	5135	274	5460
Average	2.26	220	4133	226	4282

¹ BOD₅ Loading (3) = Average Monthly Flow (1) x Average Monthly BOD₅ Concentration (2) x 8.34

² TSS Loading (5) = Average Monthly Flow (1) x Average Monthly TSS Concentration (4) x 8.34

Part I. INFLUENT INFORMATION (cont.)

C. Refer to the information in A & B to determine a point value for your facility. Please enter the points for each question in the blank provided.

Question	Number	Points Earned	Total Points
How many times did the average monthly flow (Part B., Column 1) to the wastewater facility exceed 90% of design flow?	0	0 = 0 points 1 - 2 = 10 points 3 - 4 = 20 points 5 or more = 30 points	0
How many times did the average monthly flow (Part B., Column 1) to the wastewater facility exceed the design flow?	0	0 = 0 points 1 - 2 = 20 points 3 - 4 = 40 points 5 or more = 60 points	0
How many times did the average monthly BOD ₅ loading (Part B., Column 3) to the wastewater facility exceed 90% of the design loading?	0	0-1 = 0 points 1 - 2 = 10 points 3 - 4 = 20 points 5 or more = 30 points	0
How many times did the average monthly BOD ₅ loading (Part B., Column 3) to the wastewater facility exceed the design loading?	0	0 = 0 points 1 - 2 = 20 points 3 - 5 = 40 points 5 or more = 60 points	0
TOTAL PART I =			0

Part II: EFFLUENT INFORMATION

A. Please list the average monthly BOD₅, TSS, Ammonia (NH₃), monthly maximum total residual chlorine (TRC) minimum monthly dissolved oxygen (DO), and 30-day geometric averages for Fecal and Total Coliform, or E-Coli discharged by your facility during 2016.

Month	(1) BOD ₅ (mg/L)	(2) TSS (mg/L)	(3) Fecal Coliform (#/100 mL)	(4) Total Coliform (#/100 mL)	(5) E-Coli	(6) TRC (mg/L)	(7) DO (mg/L)	(8) NH ₃ (mg/L)
	Whole Numbers Only				One Decimal Place Only			
January	5	4	N/A	N/A	1.0	0	N/A	N/A
February	5	4	↓	↓	1.0	0	↓	↓
March	5	4						
April	5	4						
May	7.3	4						
June	5	4						
July	5	4						
August	8.6	4						
September	6.5	4						
October	5	4.0						
November	6.2	4.2						
December	8.8	6.						
Average	6.0	4.1						

B. Please list the monthly average permit limits for the facility in the blanks below.

	BOD ₅ (CBOD ₅) (mg/L)	maximum Cl ₂ (mg/L)	NH ₃ (mg/L)	minimum DO (mg/L)
Monthly Permit Limit	10	N/A	N/A	N/A
80% of the Permit Limit	8	N/A	N/A	N/A

Part II: EFFLUENT INFORMATION (cont.)

C. Refer to the information in A & B and your operating reports to determine a point values for your facility.

Question	Number	Points Earned	Total Points
How many months did the effluent BOD ₅ (CBOD ₅) exceed 80% of monthly permit limit?	2	0 - 1 = 0 points 2 = 5 points 3 = 10 points 4 = 15 points 5 or more = 20 points	5
How many months did the effluent BOD ₅ (CBOD ₅) exceed the monthly permit limits?	0	0 = 0 points 1 - 2 = 10 points 3 or more = 20 points	0
How many months did the effluent TSS exceed 20 mg/L?	0	0 - 1 = 0 points 2 = 5 points 3 = 10 points 4 = 15 points 5 or more = 20 points	0
How many months did the effluent TSS exceed 25 mg/L?	0	0 = 0 points 1 - 2 = 10 points 3 or more = 20 points	0
How many times did the TRC exceed permit limit?	0	0 = 0 points 1 - 2 = 15 points 3 or more = 30 points	0
How many times did the NH ₃ exceed permit limits?	N/A	0 = 0 points 1 - 2 = 15 points 3 or more = 30 points	0
How many times did the DO not meet permit limit?	N/A	0 = 0 points 1 - 2 = 15 points 3 or more = 30 points	0
How many months did the 30-day fecal coliform exceed 200 #/100 mL?	N/A	0 = 0 points 1 - 2 = 10 points 3 or more = 20 points	0
How many months did the 30-day total coliform exceed 2,000 #/100 mL?	N/A	0 = 0 points 1 - 2 = 10 points 3 or more = 20 points	0
How many months did the 30-day E-coli exceed 126 #/100 mL?	0	0 = 0 points 1 - 2 = 10 points 3 or more = 40 points	0
TOTAL PART II =			5

Part III: FACILITY AGE

In what year were the following process units constructed or underwent a major upgrade?
To determine a point score subtract the construction or upgrade year from 2016.

Points = Age = Present Year - Construction or Upgrade Year.

Enter the calculated age below.

If the point total exceeds 20 points, enter only 20 points.

Unit Process	Current Year	Construction or Last Upgrade Year	Age = Points
Headworks	2016	2008	8
Primary Treatment	2016	N/A	0
Secondary Treatment	2016	2008	8
Solids Handling	2016	2012	4
Disinfection	2016	2012	4
TOTAL PART III (not greater than 20) =			24

Part IV: BYPASSES

Please complete the following table:

Question	Number	Points Earned	Total Points
How many days in the past year was there a bypass or overflow of untreated wastewater due to high flows?	0	0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points 4 = 20 points 5 or more = 25 points	0
How many days in the last year was there a bypass or overflow of untreated wastewater due to equipment failure?	0	0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points 4 = 20 points 5 or more = 25 points	0
TOTAL PART IV =			0

Part V: SOLIDS HANDLING

A. Please complete the following table:

Current Disposal Method (check all that apply)	Points Earned	Total Points
Landfill	Class B = 0 points < Class B = 50 points	50
Land Application	Site Life 0 - 5 years = 20 points 5 - 10 years = 10 points 10+ years = 0 points	0
Give Away/Distribution and Marketing	Class A = 10 points Class B = 20 points	10
TOTAL PART V =		60

Part VI: NEW DEVELOPMENT

A. Please complete the following table:

Question	Points Earned	Total Points
Has an industry or other development moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10 - 20%)?	No = 0 points Yes = 10 points	0
Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years, such that either flow or BOD ₅ loadings to the sewerage system could significantly increase (25%)?	No = 0 points Yes = 10 points	0
Have you experienced any upset due to septic haulers?	No = 0 points Yes = 10 points	0
TOTAL PART VI =		0

Part VI: NEW DEVELOPMENT (cont.)

- B. Approximate number of new residential sewer connections in the last year
88 new residential connections
- C. Approximate number of new commercial/industrial connections in the last year
1 new commercial/industrial connections
- D. Approximate number of new population serviced in the last year
352 new people served
- E. Total number of effective residential connections (ERC) served
9112 total ERC served

Part VII: OPERATOR CERTIFICATION

- A. How many wastewater treatment operators are currently employed by your facility?
4 wastewater treatment operators employed
- B. You are required to have the chief direct responsible charge (DRC) operator(s) certified at TREATMENT IV.

What is the current grade of the treatment DRC operator(s)? III

- C. What is/are the name(s) of your wastewater treatment DRC operator(s)?

Ray Henninger

- D. State of Utah Administrative Rules Require all operators considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class.

Not Certified	<u>2</u>
Treatment I	<u>1</u>
Treatment II	<u>2</u>
Treatment III	<u>1</u>
Treatment IV	_____

Part VII: OPERATOR CERTIFICATION (cont.)

E. Please complete the following table:

Question	Points Earned	Total Points
Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C)	Yes = 0 points No = 50 points	50
How many continuing education units has each of the DRC operator(s) completed over the last 3 years?	3 or more = 0 points less than 3 = 10 points	0
TOTAL PART VII =		50

Part VIII: FACILITY MAINTENANCE

A. Please complete the following table:

Question	Points Earned	Total Points
Do you follow an annual preventative maintenance program?	Yes = 0 points No = 30 points	0
Is it written?	Yes = 0 points No = 20 points	0
Do you have a written emergency response plan?	Yes = 0 points No = 20 points	0
Do you have an updated operations and maintenance manual?	Yes = 0 points No = 20 points	0
Do you have a written safety plan?	Yes = 0 points No = 20 points	0
TOTAL PART VIII =		0

Part IX: SUBJECTIVE EVALUATION

This section should be completed with the facility operators.

- A. Do you consider your wastewater facility to be in good physical and structural condition?

YES NO

If NOT, why?

- B. What improvements do you think the plant will need in the next 5 years?

- C. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS SOMETIMES NO

If so, what percentage do they pay?

Approximately 100 %

- D. Is there a written policy regarding continuing education and training for wastewater operators?

YES NO

Part IX: SUBJECTIVE EVALUATION (cont.)

E. Have you done any major repairs or mechanical equipment replacement in 2016?
(do not include construction or upgrade projects)

YES NO

F. What was the approximate cost for those repairs or replacements?

\$ 30,000.⁰⁰

G. Any additional comments? (Attach additional sheets if necessary.)

POINT SUMMATION

Fill in the values from Parts I through VIII in the blanks provided in the Points column. Add the numbers to determine the MWPP point total that your wastewater facility has generated for the past twelve months.

Part	Points
I	0
II	5
III	24
IV	0
V	60
VI	0
VII	50
VIII	0
Total	139

TOOELE CITY CORPORATION

RESOLUTION 2017-13

A RESOLUTION OF THE TOOELE CITY COUNCIL ESTABLISHING FEES FOR WATER MODELING ASSOCIATED WITH NEW DEVELOPMENTS.

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

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

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

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

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

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

WHEREAS, the City Administration proposes that the water modeling fees shown in Exhibit B be established in the Tooele City Fee Schedule and be charged to new developments when those developments connect to new water lines associated with those developments (new developments connecting to existing water lines will not be subject to the water modeling fees); and,

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

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

WHEREAS, the City Council discussed the proposed water modeling fees during its public and open work meeting of March 1, 2017 (see draft minutes attached as Exhibit C); and,

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

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

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Rule 309-511 (Hydraulic Modeling Requirements)

Utah Rules of Administration

R309. Environmental Quality, Drinking Water.

R309-511. Hydraulic Modeling Requirements.

R309-511-1. Purpose.

The purpose of this rule is to ensure that the increased water demand created by new construction will not adversely affect existing or new water users. This will be accomplished by requiring the public water system or its agent to evaluate the water delivery system using a hydraulic model and by certifying to the Director that the project will not adversely impact the system. It is intended that the public water system or its agent will use the findings of the hydraulic model to design improvements providing satisfactory service to both existing and new water users. This rule requires the public water system or its agent to certify that the design meets minimum flow requirements of R309-510 and pressure requirements as set forth in rule R309-105-9.

R309-511-2. Authority.

This rule is promulgated by the Drinking Water Board as authorized by Title 19, Environmental Quality Code, Chapter 4, Safe Drinking Water Act, Subsection 104(1)(a)(ii) of the Utah Code and in accordance with Title 63G, Chapter 3 of the same, known as the Administrative Rulemaking Act.

R309-511-3. Definitions.

Definitions for certain terms used in this rule are given in R309-110 but may be further clarified herein.

"The public water system or its agent" is the individual responsible for signing the certification and preparing the Hydraulic Modeling Design Elements Report. This individual shall be a registered professional engineer, licensed to practice in the State of Utah.

R309-511-4. General.

(1) Rule Applicability.

(a) This rule applies to public drinking water systems categorized as community water systems as defined by rule R309-100-4(2), and to non-transient non-community water systems that have system demands higher than required by R309-510 or with demands for fire suppression. All public drinking water systems are still required to comply with R309-550-5 with respect to water main design, which may require a hydraulic analysis. Submission of the Hydraulic Model Report, as defined in R309-511-7 and 8, is not required for projects meeting one of the following criteria:

(i) public drinking water projects that will not result in negative hydraulic impact, such as, but not limited to;

(A) addition of new sources in accordance with R309-515;

(B) adding disinfection, fluoridation, or other treatment facilities that do not adversely impact flow, pressure or water quality;

(C) storage tank repair or recoating;

(D) water main additions with no expansion of service (e.g., looping lines);

(E) adding transmission lines to storage or sources without adding service connections;

(F) adding pump station(s) from source or storage upstream of distribution service connections; or,

(G) public drinking water projects that have negligible hydraulic impact as determined by the Director.

(ii) public drinking water projects that are a part of a planned phase of a master plan previously approved by the Director per R309-500-6(3) (a);

(iii) the water system maintains and updates a hydraulic model of the system, and has designated a professional engineer responsible for overseeing the hydraulic analysis in meeting the requirements of R309-511 in writing to the Director; or,

(iv) the water system has a means that is deemed acceptable by the Director to gather real-time data indicative of hydraulic conditions in model scenarios of R309-511-5(9), and the real-time data show the system is capable of meeting the flow and pressure requirements for the additional demands placed on the existing system.

(b) Professional Engineer's certification of the hydraulic modeling results, as defined in R309-511-4(2) (c) and R309-511-6(1), shall be part of the submission of plans for any public drinking water project as defined in R309-500-5(1) except for the projects listed under R309-511-4(1) (a) (i).

(c) A public water system must clearly identify the reason in the plan submittal if it wishes to demonstrate that R309-511 does not apply to a new construction project. In some cases, supporting documentation may be needed.

(d) If there are existing deficiencies in the water system, the Director may allow a new construction project to proceed in accordance with the plan review requirements in R309-500 through 550 as long as the public water system demonstrates that the new construction project is located in a hydraulically separated area and does not adversely impact the existing deficiencies, or does not create new deficiencies within the water system.

(2) Rule Elements.

The public water system or its agent, in connection with the submission of plans and specifications to the Director, shall perform the following:

(a) conduct a hydraulic modeling evaluation consistent with the requirements as set forth in this rule and R309-510. This model shall include either the entire public drinking water system or the specific areas affected by the new construction if hydraulically separated areas exist within the water system;

(b) calibrate the model using field measurements and observations;

(c) certify in writing to the Director that the design complies with the sizing requirements of R309-510 and the minimum water pressures of R309-105-9;

(d) prepare and submit a Hydraulic Model Design Elements Report (see R309-511-7); and,

(f) prepare a System Capacity and Expansion Report if required (see R309-511-8).

R309-511-5. Requirements for the Hydraulic Model.

The following minimum requirements must be incorporated into hydraulic models that are constructed to meet these requirements:

(1) include at least 80 percent of the total pipe lengths in the distribution system affected by the proposed project;

(2) account for 100 percent of the flow in the distribution system affected by the proposed project. Water demand allocation must account for at least 80 percent of the flow delivered by the distribution system affected by the proposed project if customer usage in the system is metered;

(3) include all 8-inch diameter and larger pipes. Pipes smaller than 8-inch diameter shall also be included if they connect pressure zones, storage facilities, major demand areas, pumps, and control valves, or if they are known or expected to be significant conveyers of water such as fire suppression demand. Model piping does not need to include service lateral piping;

(4) include all pipes serving areas at higher elevations, dead ends, remote areas of a distribution system, and areas with known under-sized pipelines;

(5) include all storage facilities and accompanying controls or settings applied to govern the open/closed status of the facility that reflect standard operations;

(6) if applicable, include all pump stations, drivers (constant or variable speed), and accompanying controls or settings applied to govern their on/off/speed status that reflect various operating conditions and drivers;

(7) include all control valves or other system features that could significantly affect the flow of water through the distribution system (e.g., interconnections with other systems and pressure reducing valves between pressure zones) reflecting various operating conditions;

(8) impose peak day and peak instantaneous demands to the water system's facilities. These demands may be peak day and peak instantaneous demands per R309-510, the reduced demand approved by the Director per R309-510-5, or the demands experienced by the water system that are higher than the values listed in R309-510. This may require multiple model simulations to account for the varying water demand conditions. In some cases, extended period simulations are needed to evaluate changes in operating conditions over time. This will depend on the complexity of the water system, extent of anticipated fire event and nature of the new expansion;

(9) calibrate the model to adequately represent the actual field conditions using field measurements and observations;

(10) if fire hydrants are connected to the distribution system, account for fire suppression requirements specified by local fire authority or use the default values stated in R309-510-9(4). For significant fire suppression demand, extended simulations must contain the run time for the period of the anticipated fire event. In some cases, a steady-state model may be sufficient for residential fire suppression demand; and,

(11) account for outdoor use, such as irrigation, if the drinking water system supplies water for outdoor use.

R309-511-6. Elements of the Public Water System or Its Agent's Certification.

(1) The public water system or its agent's certification.

The Director relies upon the professional judgment of the registered professional engineer who certifies that the hydraulic analysis and evaluation have been done properly and that the flow

and pressure requirements have been met. The public water system or its agent shall, after a thorough review, submit a document to the Director certifying that the following requirements have been met:

(a) the hydraulic model requirements as set forth in rule R309-511-5;

(b) the appropriate demand requirements as specified in this rule and rule R309-510 have been used to evaluate various operating conditions of the public drinking water system;

(c) the hydraulic model predicts that new construction will not result in any service connection within the new expansion area not meeting the minimum distribution system pressures as specified in R309-105-9;

(d) the hydraulic model predicts that new construction will not decrease the pressures within the existing water system such that the minimum distribution system pressures are not met, as specified in R309-105-9;

(e) the calibration methodology is described and the model is sufficiently accurate to represent conditions likely to be experienced in the water delivery system; and,

(f) identify the hydraulic modeling method, and if computer software was used, the software name and version used.

(2) The format of the public water system or its agent's submission.

The public water system or its agent shall submit to the Director the following documentation:

(a) the certification as required in R309-511-6(1). The certification shall be signed, dated, and stamped by a registered professional engineer, licensed to practice in the State of Utah;

(b) a Hydraulic Model Design Elements Report (see R309-511-7). The document shall be signed, dated, and stamped by a registered professional engineer, licensed to practice in the State of Utah; and,

(c) for community public water systems, the water system management shall certify that they have received a copy of input and output data for the hydraulic model with the simulation showing the worst case results in terms of water system pressure and flow.

(3) The submission of supporting documentation.

The public water system or its agent shall submit a System Capacity and Expansion Report (see R309-511-8) if requested by the Director. The document shall be signed, dated, and stamped by a registered professional engineer, licensed to practice in the State of Utah.

R309-511-7. Hydraulic Model Design Elements Report.

The public water system or its agent shall prepare a Hydraulic Model Design Elements Report along with, and in support of, the certification stated in R309-511-6(1). The Hydraulic Model Design Elements Report shall contain, but is not limited to, the following elements:

(1) if the public drinking water system provides water for outdoor use, the report must describe the criteria used to estimate this demand. If the irrigation demand map in R309-510-7(3) is not used, the report shall provide justification for the alternative

demands used in the model. If the irrigation demands are based on the map in R309-510-7(3) the report must identify the irrigation zone number, a statement and/or map of how the irrigated acreage is spatially distributed, and the total estimated irrigated acreage. The indicated irrigation demands must be used in the model simulations;

(2) the total number of connections served by the water system including existing connections and anticipated new connections served by the water system after completion of the construction of the project;

(3) the total number of equivalent residential connections (ERC) including both existing connections as well as anticipated new connections associated with the project. The number of ERCs must include high as well as low-volume water users. The determination of the ERCs shall be based on flow requirements using the anticipated demand as outlined in R309-510, or based on alternative sources of information that are deemed acceptable by the Director;

(4) the methodology used for calculating demand and allocating it to the model; a summary of pipe length by diameter; a hydraulic schematic of the distribution piping showing pressure zones, general pipe connectivity between facilities and pressure zones, storage, elevation and sources; and a list or ranges of values of the friction coefficient used in the hydraulic model according to pipe material and condition in the system. All coefficients of friction used in the hydraulic analysis shall be consistent with standard practices;

(5) a statement stating either "yes fire hydrants exist or will exist within the system" or "there are no fire hydrants connected to the system and there is no plan to add fire hydrants with this project." Either statement will require the identification of the local fire authority's name, address, and contact information, as well as the fire flow quantity and duration if required;

(6) the locations of the lowest pressures within the distribution system, and areas identified by the hydraulic model as not meeting each scenario of the minimum pressure requirements in R309-105-9; and,

(7) calibration method and quantitative summary of the calibration results (e.g., comparison tables, graphs).

R309-511-8. System Capacity and Expansion Report.

The public water system or its agent may be required to prepare a System Capacity and Expansion Report along with a Hydraulic Model Design Elements Report, as specified above, in support of the certification. It is intended that the System Capacity and Expansion Report be prepared, maintained, and used by the public water system's management to make informed decisions about its capability to provide water service to future customers and need only be submitted to the Division if requested by the Director. The System Capacity and Expansion Report shall consist of the elements described in R309-110-4 under the definition of "Master Plan" and shall be updated if significant growth or changes to the water system have occurred.

KEY: drinking water, hydraulic modeling

Date of Enactment or Last Substantive Amendment: January 21, 2014

Notice of Continuation: March 13, 2015

Authorizing, and Implemented or Interpreted Law: 19-4-104

Exhibit B

Proposed Water Modeling Fees

LAND USE

Subdivision Review

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

Water Modeling Fee:

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

Site Plan Review

Commercial

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

Multi-Family Residential

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

Site Plan Amendment: \$1,000.00

Site Plan Approval Extension: \$150.00

Conditional Uses

Conditional Use Permit:	\$750.00
Administrative Conditional Use Permit:	\$150.00
Permit Extension:	\$150.00
Permit Appeal:	\$150.00

Zoning

Zoning Map Amendment:	\$1,000.00 + \$100.00/acre
Ordinance Text Amendment:	\$2,000.00

General Plan / Master Plan

Plan Map Amendment:	\$1,000.00 + \$100.00/acre
Plan Text Amendment:	\$2,000.00

Board of Adjustment

Appeal:	\$350.00
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Exhibit C

March 1, 2017, Minutes

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

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

City Council Members Present:

Chairwoman Debbie Winn
Scott Wardle
Dave McCall
Steve Pruden
Brad Pratt

City Employees Present:

Mayor Patrick Dunlavy
Glenn Caldwell, Finance Director
Jim Bolser, Director of Community Development and Public Works
Michelle Pitt, Recorder
Matt Johnson, Assistant City Attorney
Rachelle Custer, City Planner
Bucky Whitehouse, Fire Chief
Randy Sant, Economic Development and Redevelopment Agency Director

Minutes prepared by Michelle Pitt

1. Open Meeting

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

2. Roll Call

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

3. Discussion:

- WFRC Draft RPO Plan
Presented by Wayne Bennion

Mr. Bennion, from the Wasatch Front Regional Council, presented the Rural Planning Organization (RPO) plan and the Tooele Valley Long Range Transportation Plan Update. Mr. Bennion explained that the RPO has been around for over a decade. He felt that the RPO increases the amount of dialogue between county organizations and the Utah Transit Authority. Mr. Bennion said that having this plan in place allows for eligibility for funding, eventual completion, and shows a unified voice for the valley. He showed the Council the proposed timeline, with hopeful approval in the fall, after input from public officials and the public. Mr. Bennion reviewed the Tooele Draft Highway Phasing proposed for Phase 1: 2015-2024, and Phase 2: 2025-2040, the Draft Transit Plan, and the Draft ITS (Intelligent Transport Systems) Projects.

Mr. Bennion asked the Council if they had any concerns with the plan being released for public comment. The Council indicated that they did not have concerns with it going out to the public for comment.

- Catastrophic Wildfire Discussion
Presented by Chief Bucky Whitehouse

Chief Whitehouse presented the catastrophic wildfire destruction reduction strategy. With the property that the City owns, the City needs to consider a strategy. Chief Whitehouse said that in 2012-2016, significant events occurred during the wildfire seasons where wildfires were so large that municipalities could not afford to curb the fires themselves. They needed help from the state. In 2016 a law was put in place that directed the state forestry service to bring cities and counties online to create strategies.

Chief Whitehouse presented the Council with a Cooperative Agreement that would need to be signed by the City by July 1st. The City can either opt in or out of the plan. If the City opts in, and there is a wildfire in City boundaries, there will be an insurance agreement that the State will participate in the costs. Chief Whitehouse added that if the City experiences a fire where aircraft needs to be involved, costs escalate quickly. Chief Whitehouse felt that for the fire department, this was an important program to participate in. Tooele City has a risk and potential for a fire to escalate to the point where costs and the fire get out of control. If the City opts in, there is a commitment of about \$20,000 in-kind match per year to a community wildfire prevention program. Chief Whitehouse felt that the City was already doing enough to reach the \$20,000 per year in-kind match. The City just needed to do a thorough assessment of what was already being done.

Chief Whitehouse asked the Council to read the cooperative agreement and said that he would be back to follow up on the program.

Mayor Dunlavy added that the City spends about \$30,000 on weed reduction now. He felt it wouldn't be difficult to show the \$20,000 in-kind match.

- Resolution 2017-10 A Resolution of the Tooele City Council Approving a Contract with Rocky Mountain Recycling
Presented by Mayor Patrick Dunlavy

The Mayor said that the City asked Rocky Mountain Recycling for a contract for the curbside recycling program. They were slow in getting the contract to the City. Mayor Dunlavy said that nothing had changed from the \$0.25 per can per month figure discussed earlier.

- Ordinance 2017-04 An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-15 Regarding Secondhand Junk Dealers
Presented by Matt Johnson

Mr. Johnson said that in researching the Utah State Code, it was discovered that the City's Code regarding secondhand junk dealers was either duplicative or in conflict with the State Code. Mr. Johnson recommended to the Council that this section of the City Code be repealed.

- Ordinance 2017-05 An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-11 Regarding Private Police or Detectives
Presented by Matt Johnson

Mr. Johnson stated that this ordinance is similar to the prior item. The City's ordinance regarding private police or detectives is duplicative or in conflict with the State Code. City staff recommends it be repealed.

- Reimbursement of Subdivision Water Modeling Fees
Presented by Jim Bolser

Mr. Bolser said that the State adopted a code a couple of years ago requiring municipalities to adopt modeling fees. The City has had a modeling fee in place for some time. The City is getting to the point where development is picking up. Lots are beginning to run thin and new developments are coming forth for approval. The fees are based on the size of development and costs incurred by the City, and handled at the time of preliminary plat review.

- Additional Discussion Item

The Mayor said that the new developers involved in Green Meadows contacted him today asking if they need to abide by the stipulations placed on the prior developers. The prior stipulations required that the project be completed all at once, without any phasing. The new developers are asking if the project could be allowed to be phased in, instead of completed all at once. The Mayor went on to say that the new developers won't move forward with the project if the Council is going to require the project to be done all at once.

Councilman Pratt said that with the changes the new developers made, and the type of subdivision they are proposing, it would be detrimental to require them to put it in all at once. Councilman Pruden said that a nearby subdivision, Loma Vista was allowed to phase. There were prior issues with the question of whether or not Green Meadows would be completed, but things have changed. Mr. Bolser said that City staff would like to see a plan before phasing is allowed. Councilman Pruden asked if the City could require developers to put in all the infrastructure in the beginning, and then phase in the rest. Mr. Bolser answered that that's where all the costs come in. Mr. Bolser reiterated that the City would like to see the plan before a decision is made. The Mayor indicated he would get a hold of the developers to let them know that they needed to submit a plan to the City.

4. Close Meeting to Discuss Litigation, Property Acquisition, and Personnel

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

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

The meeting closed at 5:48 p.m.

Randy Sant joined the meeting at 6:14 p.m.

At 6:28 p.m. the meeting moved to the personnel discussion. Staff was excused from the meeting for this portion of the meeting. Those in attendance were: Councilman McCall, Councilman Wardle, Councilman Pruden, Councilman Pratt, and Chairwoman Winn and Mayor Patrick Dunlavy.

No minutes were taken on these items.

5. Adjourn

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

The meeting adjourned at 6:35 p.m.

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

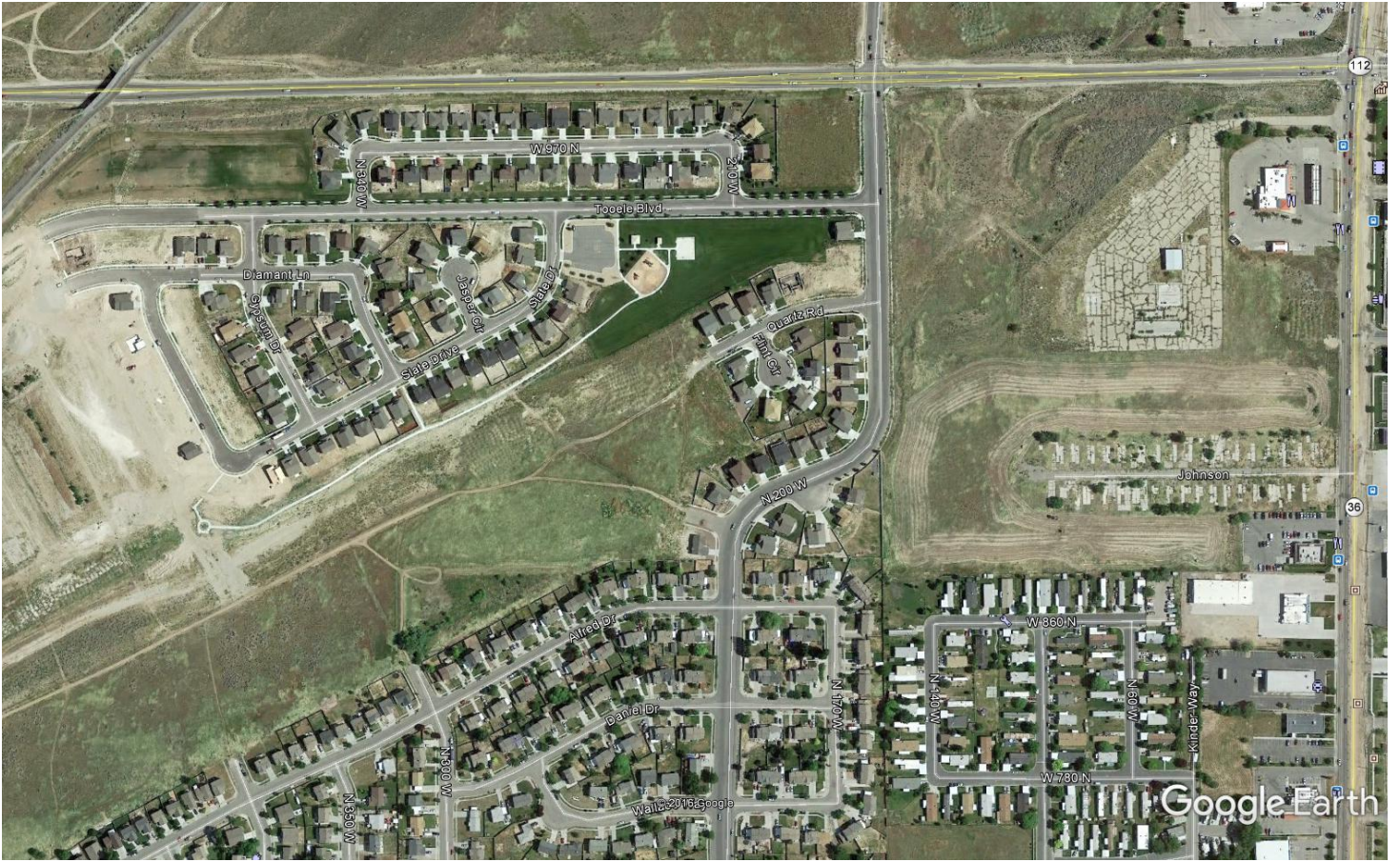
Approved this 15th day of March, 2017

Debra E. Winn, Tooele City Council Chair

DRAFT

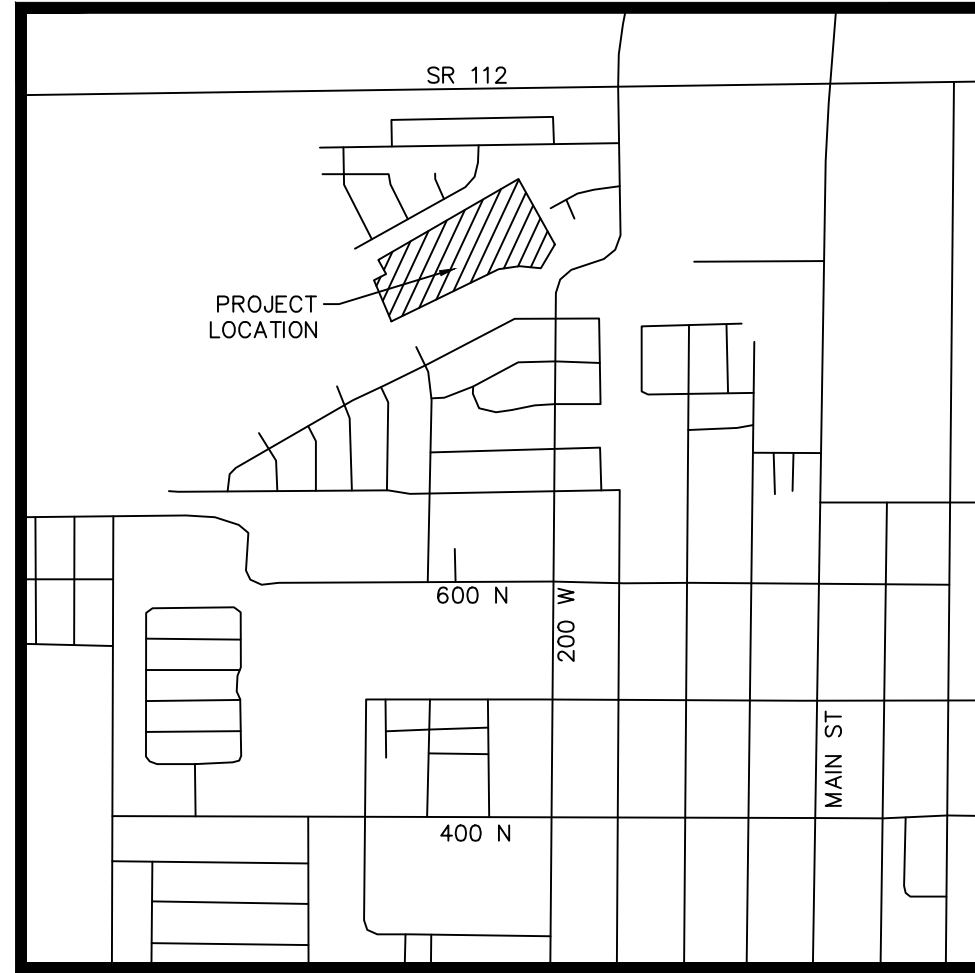
EXHIBIT A

MAPPING PERTINENT TO THE COPPER CANYON PHASE 5 FINAL PLAT

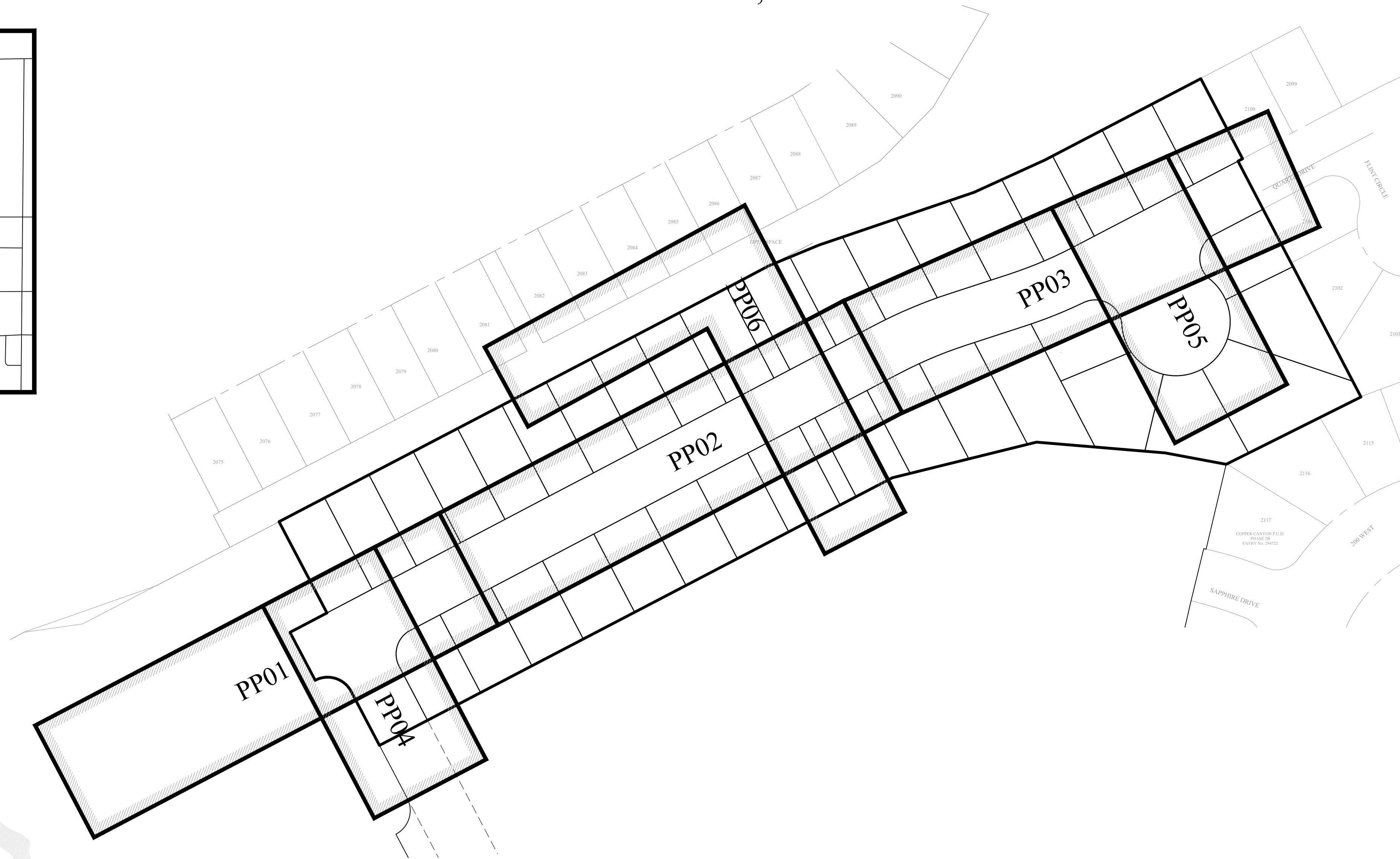


COPPER CANYON PHASE 5

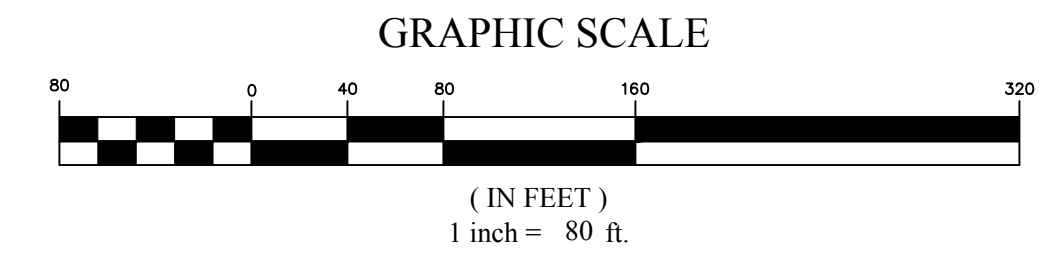
PREPARED FOR:
BACH HOMES
LOCATED IN:
TOOELE, UTAH



VICINITY MAP
NTS

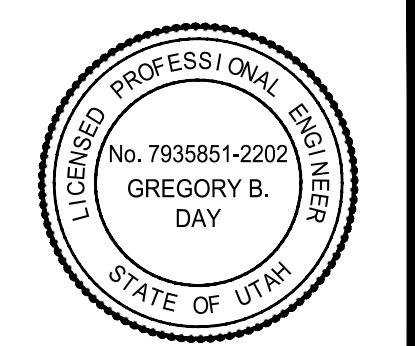


SITE MAP



SHEET SCHEDULE

Sheet Number	Sheet Title
C1	COVER SHEET
C2	FINAL PLAT
C3	SITE PLAN
C4	GRADING PLAN
C5	DRAINAGE PLAN
C5.1	MASTER DRAINAGE PLAN
C6	SEWER PLAN
C7	WATER PLAN
C8	EROSION CONTROL PLAN
PP01	QUARTZ ROAD
PP02	QUARTZ ROAD
PP03	QUARTZ ROAD
PP04	300 WEST
PP05	EBEN CIRCLE
PP06	STORM DRAIN OUTFALL



COPPER CANYON PHASE 5 TOOELE, UTAH COVER SHEET

GENERAL NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION SHALL ADHERE TO TOOELE CITY STANDARD PLANS AND SPECIFICATIONS. (SEE TOOELE CITY WEB PAGE)
- ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.

NOTICE

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

ENGINEER'S NOTES TO CONTRACTOR

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

CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING
502 WEST 8360 SOUTH
SANDY, UTAH 84070
(801) 352-0075
CONTACT: GREGORY B. DAY, P.E.

OWNER/DEVELOPER
BACH HOMES
11650 SOUTH STATE STREET, SUITE 300
DRAPER, UTAH 84020
(801) 727-9500
CONTACT: CORY SHORKY

CITY ENGINEER
TOOELE CITY OFFICES
90 NORTH MAIN STREET
TOOELE, UTAH 84074
(435) 843-2130
CONTACT: PAUL HANSEN

PLANNING DIVISION
TOOELE CITY OFFICES
90 NORTH MAIN STREET
TOOELE, UTAH 84074
(435) 843-2130
CONTACT: RACHELLE CUSTER

BENCHMARK
BENCHMARK TC-30 AS PUBLISHED BY THE
TOOELE COUNTY SURVEYOR
FOOT EQUIVALENT ELEV: 4830.00
DATUM: NAVD83
LOCATED ON A BRASS DISK IN A PVC
SLEEVE AT THE INTERSECTION OF 700 WEST
AND ROGERS STREET



REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

COVER SHEET

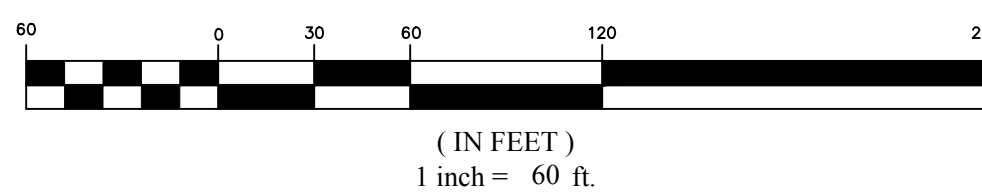
Scale: 1"=80' Drawn: BP
Date: 02/14/17 Job #: 16-057
Sheet: C1

COPPER CANYON P.U.D.

PHASE 5

LOCATED IN THE NW¼ OF SECTION 21, T3S, R4W, S.L.B.&M.
TOOELE CITY, TOOELE COUNTY, UTAH

GRAPHIC SCALE

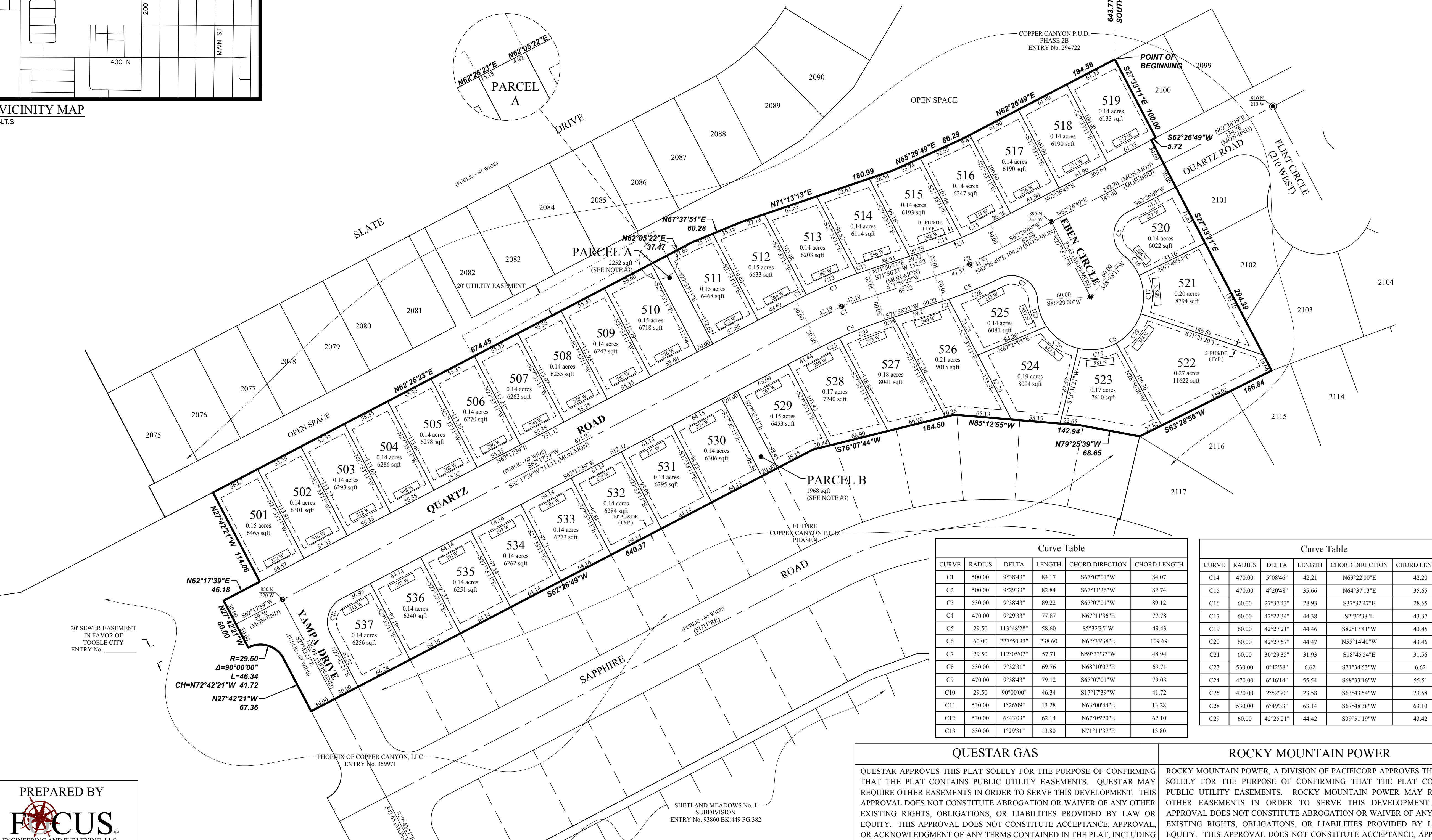
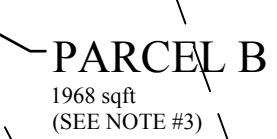
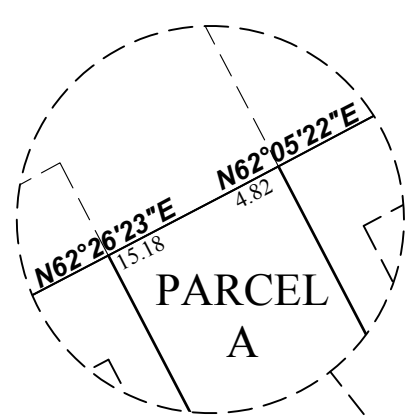
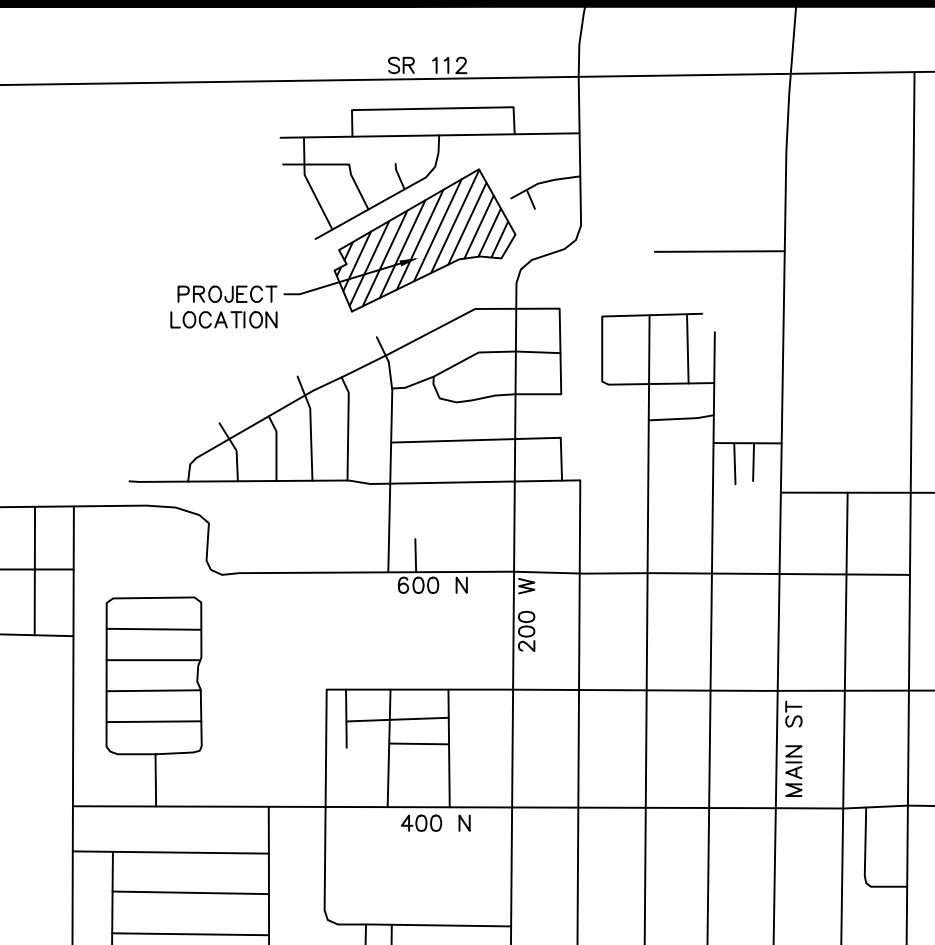


17 16
20 21
BASIS OF BEARING: S89°42'47"W (SECTION LINE) MEASURED: 2642.49 (TCS: S89°43'04"W 2642.48)
NORTHWEST CORNER OF SECTION 21, T3S, R4W, SLB&M 1981 TOOELE COUNTY MONUMENT

S89°42'47"W
514.58
NORTH 1/4 CORNER OF SECTION 21, T3S, R4W, SLB&M 1980 TOOELE COUNTY MONUMENT

VICINITY MAP

N.T.S.



CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	500.00	9°38'43"	84.17	S67°07'01"W	84.07
C2	500.00	9°29'33"	82.84	S67°11'36"W	82.74
C3	530.00	9°38'43"	89.22	S67°07'01"W	89.12
C4	470.00	9°29'33"	77.87	N67°11'36"E	77.78
C5	29.50	113°48'28"	58.60	S5°32'35"W	49.43
C6	60.00	227°50'33"	238.60	N62°33'38"E	109.69
C7	29.50	112°05'02"	57.71	N59°33'37"W	48.94
C8	530.00	7°32'31"	69.76	N68°10'07"E	69.71
C9	470.00	9°38'43"	79.12	S67°07'01"W	79.03
C10	29.50	90°00'00"	46.34	S17°17'39"W	41.72
C11	530.00	1°26'09"	13.28	N63°00'44"E	13.28
C12	530.00	6°43'03"	62.14	N67°05'20"E	62.10
C13	530.00	1°29'31"	13.80	N71°11'37"E	13.80

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C14	470.00	5°08'46"	42.21	N69°22'00"E	42.20
C15	470.00	4°20'48"	35.66	N64°37'13"E	35.65
C16	60.00	27°37'43"	28.93	S37°32'47"E	28.65
C17	60.00	42°22'34"	44.38	S2°32'38"E	43.37
C19	60.00	42°27'21"	44.46	S82°17'41"W	43.45
C20	60.00	42°27'57"	44.47	N55°14'40"W	43.46
C21	60.00	30°29'35"	31.93	S18°45'54"E	31.56
C23	530.00	0°42'58"	6.62	S71°34'53"W	6.62
C24	470.00	6°46'14"	55.54	S68°33'16"W	55.51
C25	470.00	2°52'30"	23.58	S63°43'54"W	23.58
C28	530.00	6°49'33"	63.14	S67°48'38"W	63.10
C29	60.00	42°25'21"	44.42	S39°51'19"W	43.42

QUESTAR GAS

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER, A DIVISION OF PACIFICORP APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRICAL UTILITIES SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ROCKY MOUNTAIN POWER AT 1-800-469-3981.

COUNTY TREASURER

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE TOOELE COUNTY TREASURER.

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

QUESTAR GAS COMPANY

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

ROCKY MOUNTAIN POWER

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
MIDVALE, UTAH 84047 PH: (801) 552-0075
www.focusutah.com

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

- NOTES:**
- #5 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES
 - P.U. & D.E.=PUBLIC UTILITY AND DRAINAGE EASEMENT
 - PARCELS "A" AND "B" ARE HEREBY DEDICATED TO TOOELE CITY AS OPEN SPACE.
 - ... STREET MONUMENT (FOUND)
 - ... STREET MONUMENT (TO BE SET)

COUNTY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE TOOELE COUNTY HEALTH DEPARTMENT.

TOOELE COUNTY HEALTH DEPARTMENT

CITY ENGINEER

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20__

CITY ENGINEER

COMMUNITY DEVELOPMENT

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

TOOELE CITY COMMUNITY DEVELOPMENT

TOOELE COUNTY SURVEY DEPARTMENT

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

ROS # _____

TOOELE COUNTY SURVEYING DIRECTOR

CITY ATTORNEY

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20__

TOOELE CITY ATTORNEY

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE TOOELE CITY PLANNING COMMISSION.

CHAIRMAN, TOOELE CITY PLANNING COMMISSION

CITY COUNCIL

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE TOOELE CITY COUNCIL.

ATTEST: CITY RECORDER

SURVEYOR'S CERTIFICATE

I, Dennis P. Carlisle, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 172675 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have also subdivided said tract of land into lots, parcels, streets, and easements, hereafter to be known as:

COPPER CANYON P.U.D. PHASE 5

and that the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Dennis P. Carlisle
Professional Land Surveyor
Certificate No. 172675

Date _____

BOUNDARY DESCRIPTION

A portion of the NW¼ of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the northwest corner of Lot 2100, COPPER CANYON P.U.D. PHASE 2B, as monumented on the ground, according to the Official Plat thereof on file in the Office of the Tooele County Surveyor, located S89°42'47"W along the Section line 514.58 feet and South 643.77 feet from the North 1/4 Corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence along said plat the following four (4) courses and distances: S27°31'17"E 100.00 feet; thence S62°26'49"W 5.72 feet; thence S27°31'17"E 294.39 feet; thence S63°28'56"W 166.84 feet; thence N79°25'39"W 68.65 feet; thence N85°12'55"W 142.94 feet; thence S76°07'44"W 164.50 feet; thence S62°26'49"W 640.37 feet; thence N27°42'21"W 67.36 feet; thence along the arc of a 29.50 foot radius curve to the left 46.34 feet through a central angle of 90°00'00" (chord: N72°42'21"W 41.72 feet); thence N27°42'21"W 60.00 feet; thence N62°17'39"E 46.18 feet; thence N27°42'21"W 114.06 feet to the southerly line of said COPPER CANYON P.U.D. PHASE 2B; thence along said Plat the following 6 (six) courses and distances: N62°26'23"E 574.45 feet; thence N62°05'22"E 37.47 feet; thence N67°37'51"E 60.28 feet; thence N71°13'13"E 180.99 feet; thence N65°29'49"E 86.29 feet; thence N62°26'49"E 194.56 feet to the point of beginning.

Contains: 7.87± acres
37 Lots and 2 Parcels

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, PARCELS AND STREETS TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOWN AS

COPPER CANYON P.U.D. PHASE 5

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC AND TO TOOELE CITY ALL STREETS AND PARCELS A AND B SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO TOOELE CITY AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES.

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

PHOENIX OF COPPER CANYON, LLC

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

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

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

MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY _____

COPPER CANYON P.U.D.

PHASE 5

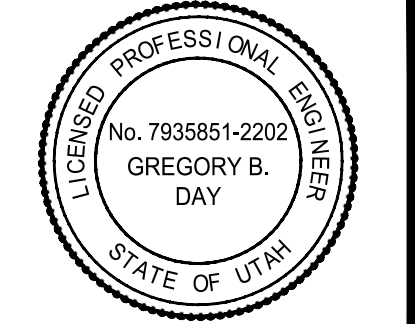
LOCATED IN THE NW¼ OF SECTION 21, T3S, R4W, S.L.B.&M.

TOOELE CITY, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER

RECORDED NO. _____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED & FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____

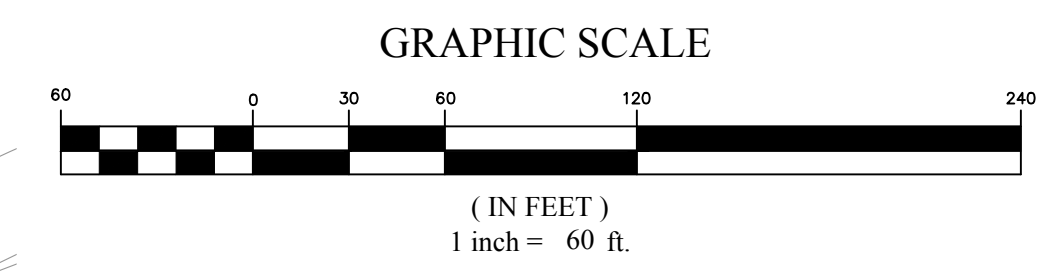
FEE \$ _____ TOOELE COUNTY RECORDER



COPPER CANYON PHASE 5
 TOOELE, UTAH
 SITE PLAN

REVISION BLOCK	
#	DESCRIPTION

SITE PLAN	
Scale:	1"=60'
Drawn:	BP
Date:	02/14/17
Job #:	16-057
Sheet:	C3

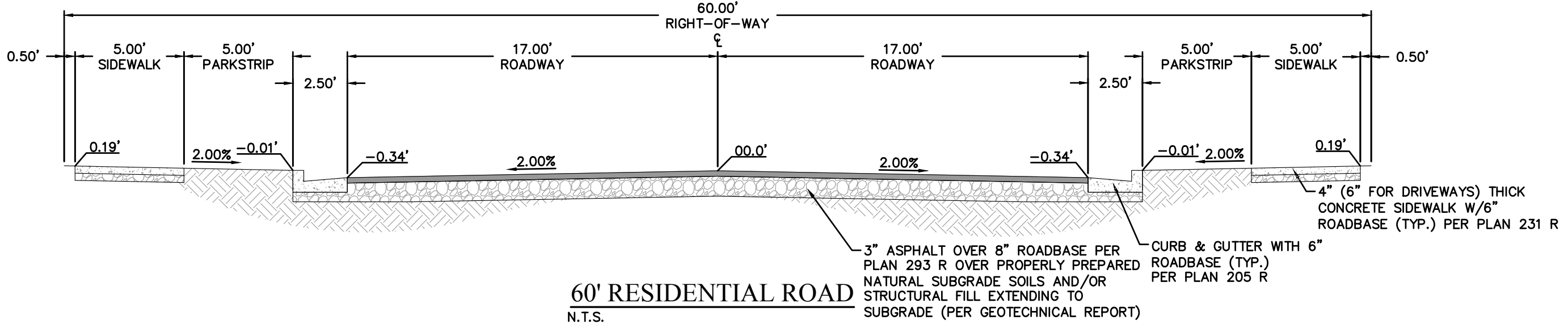


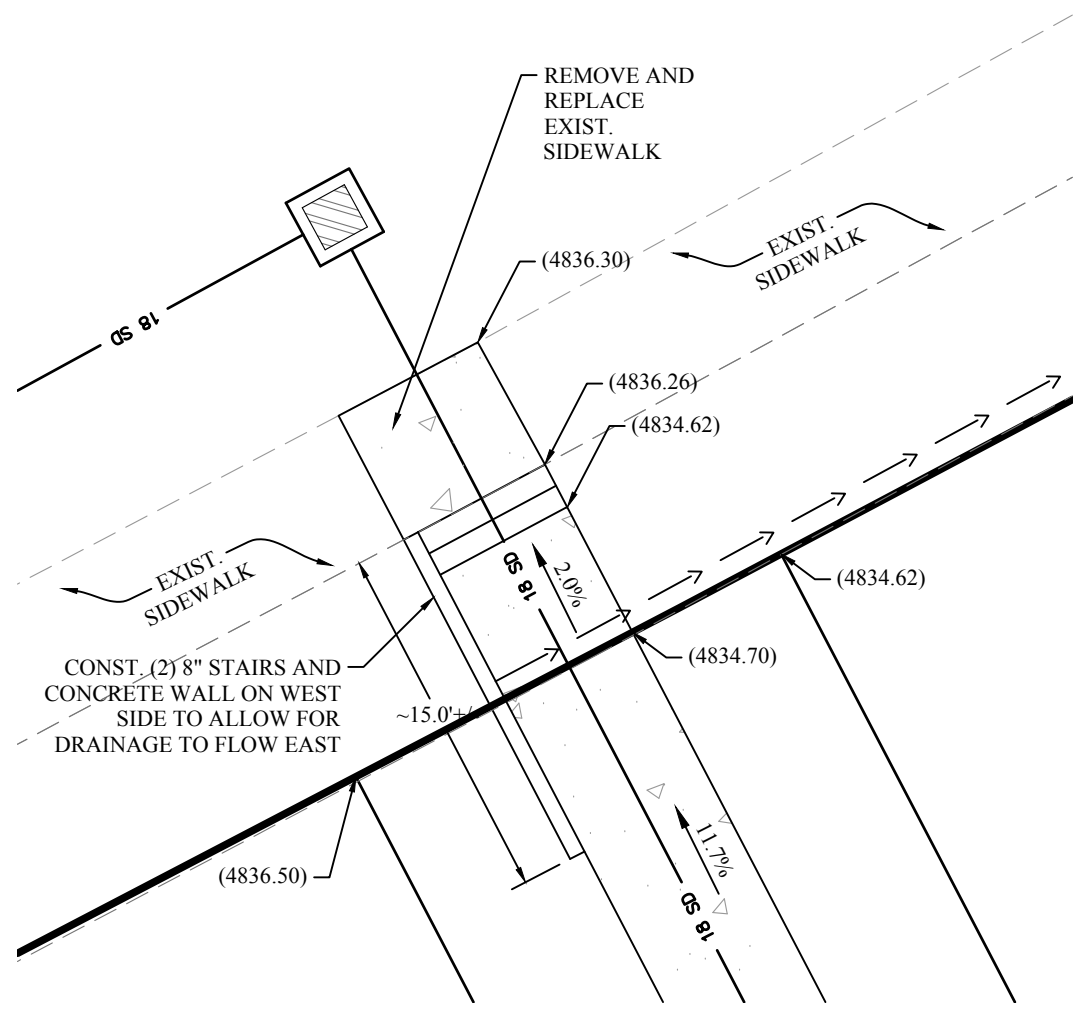
LEGEND

—	BOUNDARY
—	ROW
—	CENTERLINE
—	LOT LINE
—	EASEMENT
15 SD	15" STORM DRAIN
8 SS	8" SANITARY SEWER
8 W	8" CULINARY WATER
8 SW	8" SECONDARY WATER
----	CONTOUR MAJOR
XXXX	CONTOUR MINOR
Ex SD	EXIST. STORM DRAIN
Ex SS	EXIST. SANITARY SEWER
Ex W	EXIST. CULINARY WATER
Ex SW	EXIST. SECONDARY WATER
X X X X	EXIST. FENCE
(XXXX)	EXIST. CONTOUR MAJOR
(XXXX)	EXIST. CONTOUR MINOR
+	SIGN
⊙	STREET LIGHT
⊙	SD MH, INLET, AND COMBO
⊙	SEWER MANHOLE
⊙	VALVE, TEE & BEND
⊙	WATER BLOW-OFF
⊙	FIRE HYDRANT
⊙	STREET MONUMENT (TO BE SET)
⊙	EXIST. STREET MONUMENT
⊙	EXIST. SD INLET & MH
⊙	EXIST. SEWER MH
⊙	EXIST. VALVE, TEE, & BEND
⊙	EXIST. FIRE HYDRANT
○ XXXX.XX	SPOT ELEVATION

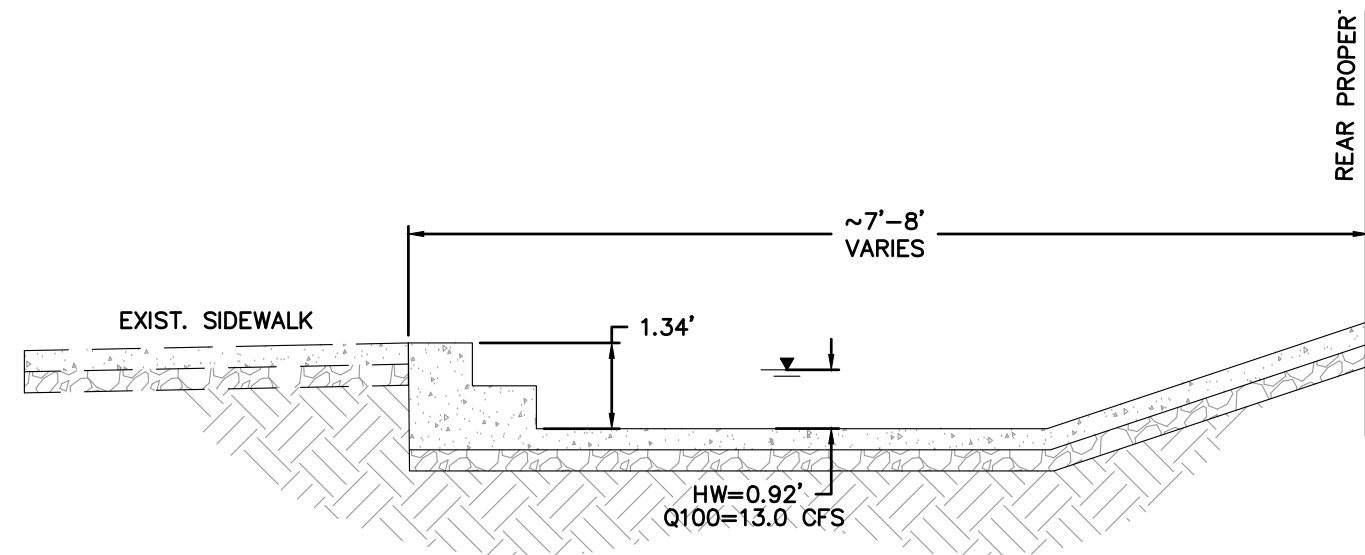


GENERAL NOTE:
 A FINAL LAYOUT PLAN FOR QUESTAR GAS AND ROCKY MOUNTAIN POWER WILL BE REQUIRED PRIOR TO COMMENCEMENT OF WORK.

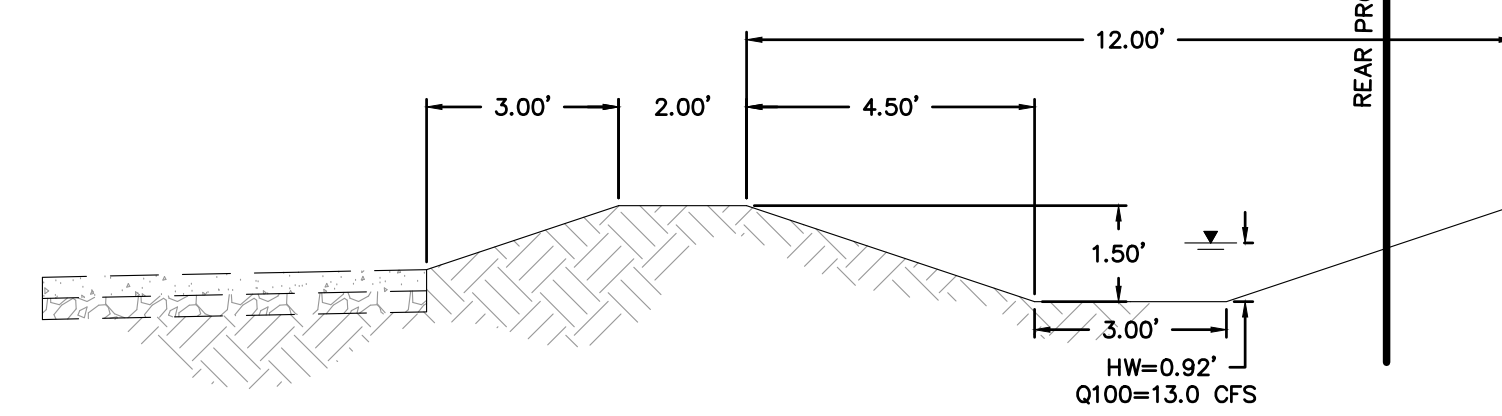




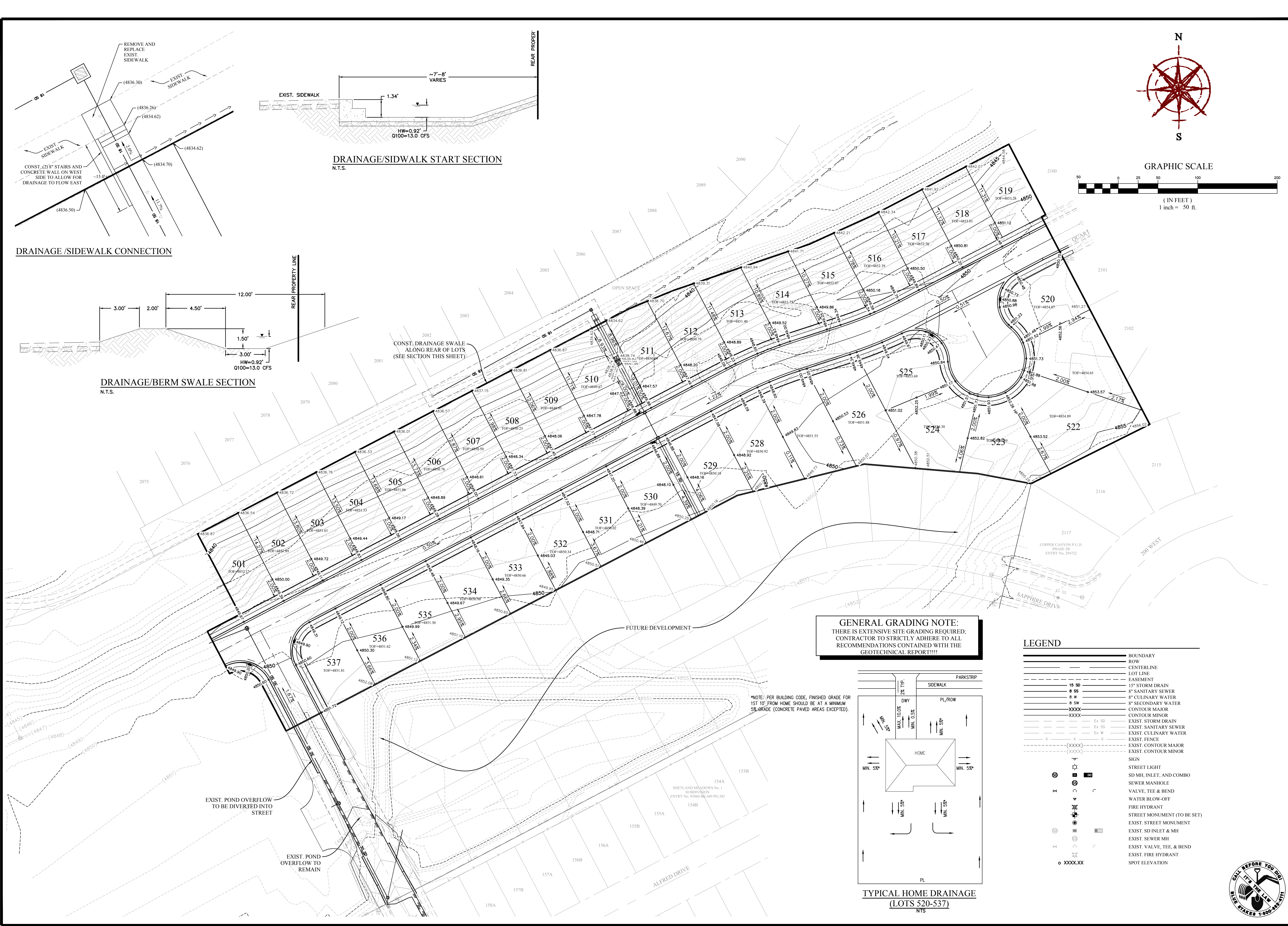
DRAINAGE /SIDEWALK CONNECTION



DRAINAGE/SIDEWALK START SECTION
N.T.S.

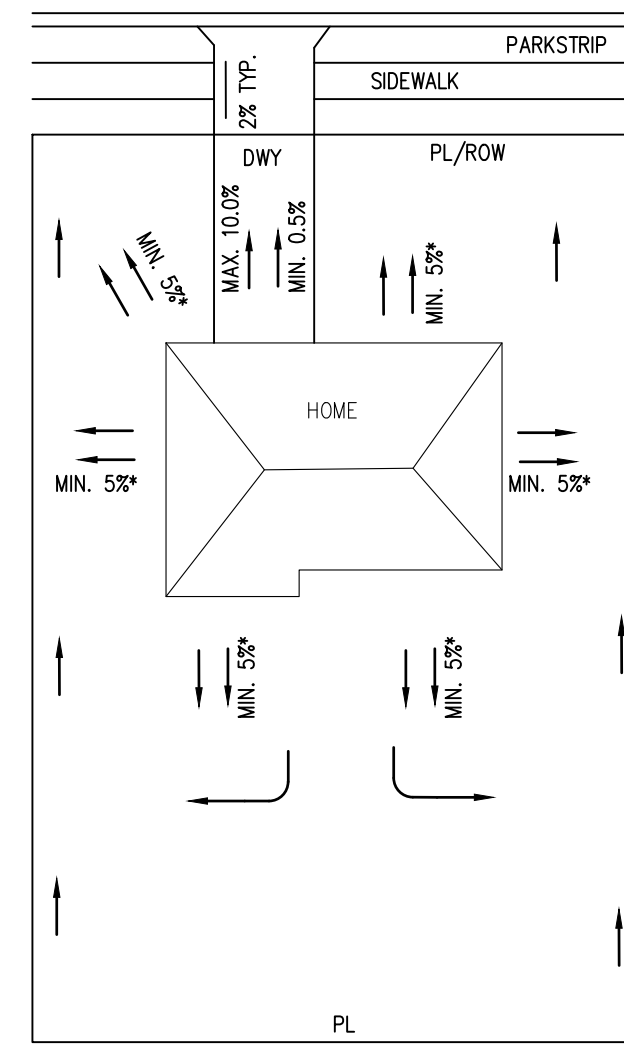


DRAINAGE/BERM SWALE SECTION
N.T.S.



GENERAL GRADING NOTE:
THERE IS EXTENSIVE SITE GRADING REQUIRED;
CONTRACTOR TO STRICTLY ADHERE TO ALL
RECOMMENDATIONS CONTAINED WITH THE
GEOTECHNICAL REPORT!!!!

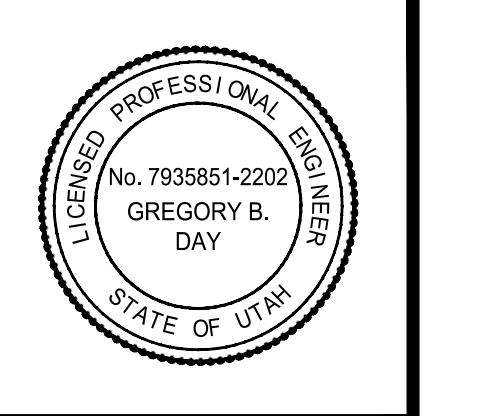
*NOTE: PER BUILDING CODE, FINISHED GRADE FOR
1ST 10' FROM HOME SHOULD BE AT A MINIMUM
5% GRADE (CONCRETE PAVED AREAS EXCEPTED).



TYPICAL HOME DRAINAGE
(LOTS 520-537)
N.T.S.

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- 15 SD 15" STORM DRAIN
- 8 SS 8" SANITARY SEWER
- 8 W 8" CULINARY WATER
- 8 SW 8" SECONDARY WATER
- XXXX CONTOUR MAJOR
- XXXX CONTOUR MINOR
- Ex SD EXIST. STORM DRAIN
- Ex SS EXIST. SANITARY SEWER
- Ex W EXIST. CULINARY WATER
- Ex SW EXIST. SECONDARY WATER
- XXXX EXIST. CONTOUR MAJOR
- XXXX EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH INLET, AND COMBO
- SEWER MANHOLE
- VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION



COPPER CANYON PHASE 5
TOOELE, UTAH
GRADING PLAN

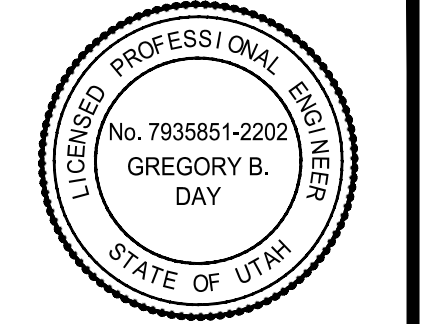
REVISION BLOCK	
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GRADING PLAN

Scale: 1"=50'
Date: 02/14/17
Sheet: C4

Drawn: BP
Job #: 16-057





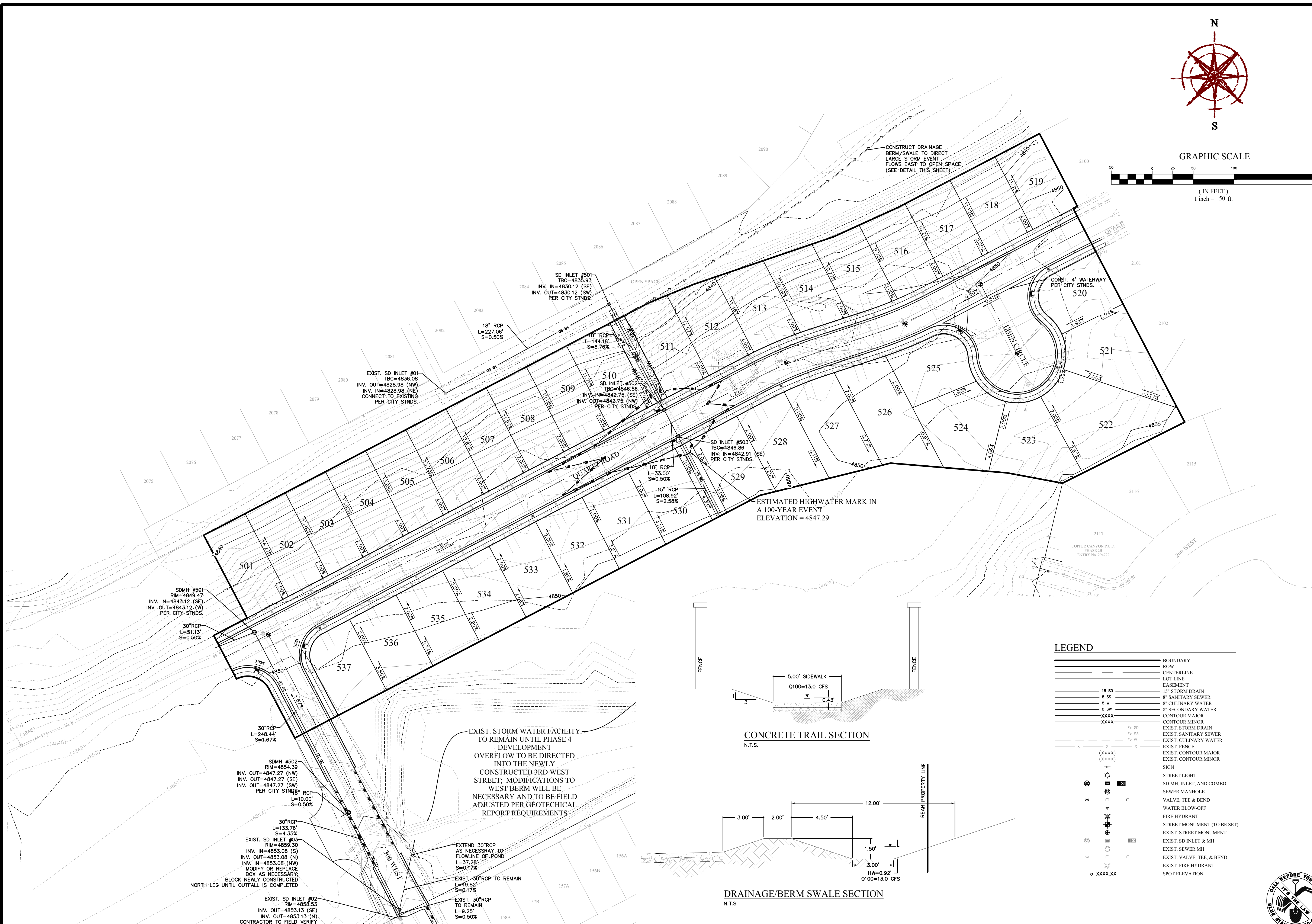
COPPER CANYON PHASE 5
 TOOELE, UTAH
DRAINAGE PLAN

REVISION BLOCK	DESCRIPTION
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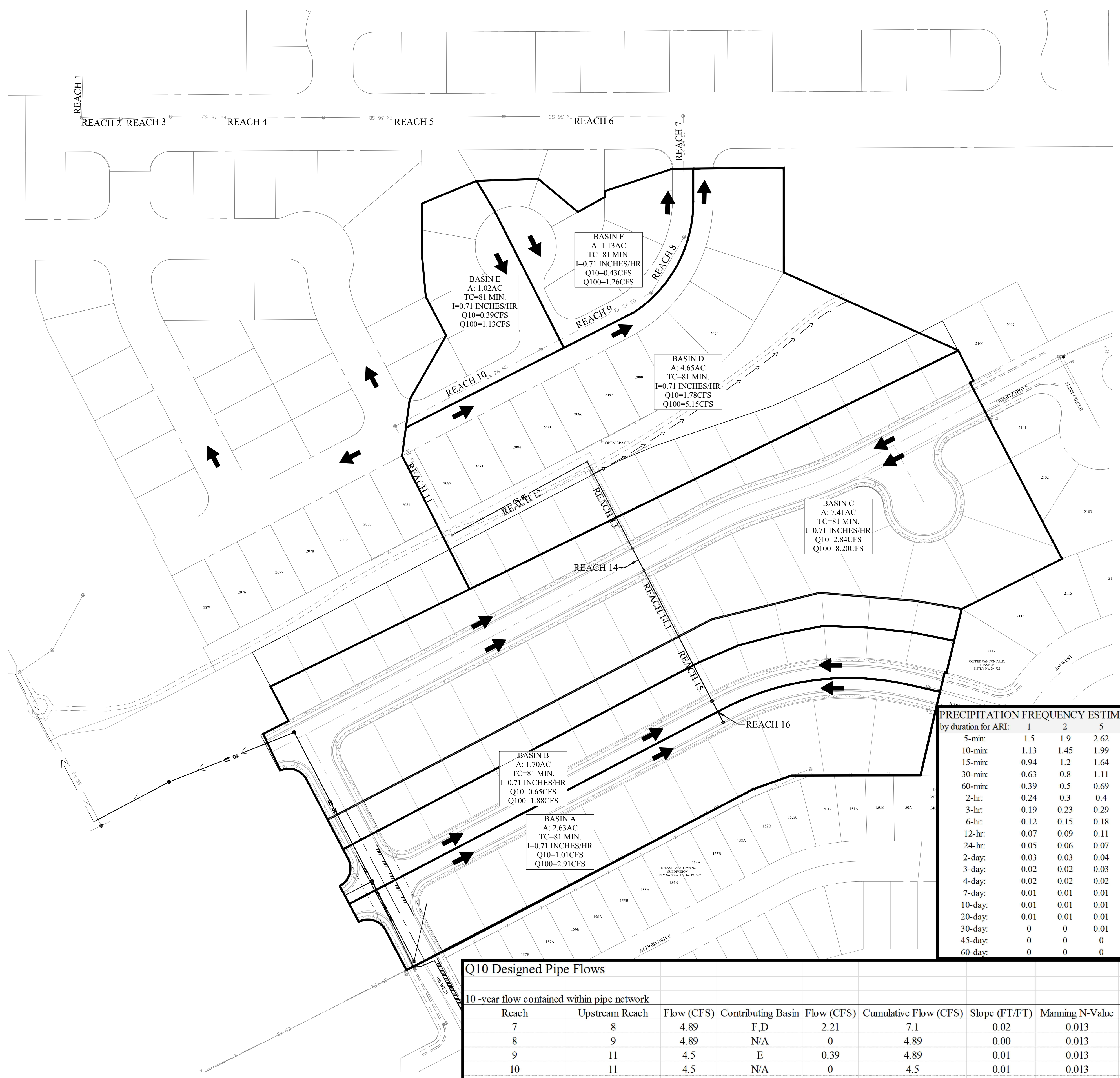
DRAINAGE PLAN	
Scale: 1"=50'	Drawn: BP
Date: 02/14/17	Job #: 16-057
Sheet:	C5



GRAPHIC SCALE
 (IN FEET)
 1 inch = 50 ft.



2. 2016/16-057 Copper Canyon Phase 5 Design 16-057.dwg\sheets\C5 - DRAINAGE PLAN.dwg



GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft.

STORM WATER NARRATIVE

COPPER CANYON PHASE 5 SUBDIVISION IS LOCATED IN TOOELE CITY, TOOELE COUNTY, UTAH. THE STORM DRAIN FACILITIES REQUIRED TO ACCOMMODATE WERE DESIGNED IN ACCORDANCE WITH CURRENT CITY STANDARDS.

ALL STORM DRAIN OUTFALLS FROM THIS PROJECT WILL FLOW INTO EXISTING STORM DRAIN FACILITIES. A DETENTION BASIN HAS BEEN CONSTRUCTED NORTH OF TOOELE BLVD AND WEST OF 340 WEST. THIS BASIN WAS SIZED FOR THE ENTIRE MASTER PLANNED COMMUNITY

THERE ARE NO KNOWN AREAS OF STORM WATER FLOODING ON THE PROPERTY.

METHODOLOGY

THE METHOD USED TO DETERMINE THE STORM DRAINAGE FLOW WITHIN EACH DRAINAGE BASIN WAS THE RATIONAL METHOD (Q=CIA). AN APPROPRIATE C-VALUE WAS CALCULATED. THE TIME OF CONCENTRATION SELECTED WAS 81 MINUTES AND THE INTENSITY WAS TAKEN FROM THE NOAA 10-YEAR FOR BOTH THE CONVEYANCE SYSTEM AND THE DETENTION POND. AREAS FOR EACH BASIN WERE ALSO DETERMINED AND ARE AS SHOWN.

CONCLUSION

THE DOWNSTREAM REACHES HAVE BEEN ANALYZED TO REACH 7 AND THEY ARE DEEMED BE SUFFICIENT AND REACHES WITHIN PHASE 5 WILL NEED TO BE 15 INCHES MINIMUMS.

PRECIPITATION FREQUENCY ESTIMATES
by duration for ARI:

	1	2	5	10	25	50	100	200	500	1000 years
5-min:	1.5	1.9	2.62	3.26	4.3	5.23	6.34	7.62	9.68	11.57
10-min:	1.13	1.45	1.99	2.48	3.26	3.98	4.82	5.8	7.37	8.8
15-min:	0.94	1.2	1.64	2.05	2.7	3.29	3.98	4.79	6.09	7.27
30-min:	0.63	0.8	1.11	1.38	1.82	2.21	2.68	3.23	4.1	4.9
60-min:	0.39	0.5	0.69	0.85	1.12	1.37	1.66	2	2.54	3.03
2-hr:	0.24	0.3	0.4	0.49	0.63	0.75	0.9	1.07	1.35	1.61
3-hr:	0.19	0.23	0.29	0.35	0.43	0.51	0.61	0.72	0.91	1.07
6-hr:	0.12	0.15	0.18	0.21	0.25	0.29	0.33	0.38	0.47	0.55
12-hr:	0.07	0.09	0.11	0.13	0.15	0.17	0.19	0.21	0.25	0.28
24-hr:	0.05	0.06	0.07	0.08	0.09	0.1	0.11	0.12	0.14	0.15
2-day:	0.03	0.03	0.04	0.05	0.05	0.06	0.06	0.07	0.08	0.09
3-day:	0.02	0.02	0.03	0.03	0.04	0.04	0.05	0.05	0.06	0.06
4-day:	0.02	0.02	0.02	0.03	0.03	0.03	0.04	0.04	0.05	0.05
7-day:	0.01	0.01	0.01	0.02	0.02	0.02	0.02	0.03	0.03	0.03
10-day:	0.01	0.01	0.01	0.01	0.02	0.02	0.02	0.02	0.02	0.02
20-day:	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
30-day:	0	0	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
45-day:	0	0	0	0.01	0.01	0.01	0.01	0.01	0.01	0.01
60-day:	0	0	0	0	0.01	0.01	0.01	0.01	0.01	0.01

Q10 Designed Pipe Flows

10-year flow contained within pipe network

Reach	Upstream Reach	Flow (CFS)	Contributing Basin	Flow (CFS)	Cumulative Flow (CFS)	Slope (FT/FT)	Manning N-Value	Diameter (Feet)	Capacity (CFS)	SIZE CHECK
7	8	4.89	F,D	2.21	7.1	0.02	0.013	2	31.43	OK
8	9	4.89	N/A	0	4.89	0.00	0.013	2	14.35	OK
9	11	4.5	E	0.39	4.89	0.01	0.013	2	25.46	OK
10	11	4.5	N/A	0	4.5	0.01	0.013	2	21.16	OK
11	12	4.5	N/A	0	4.5	0.02	0.013	1.5	16.42	OK
12	13	4.5	N/A	0	4.5	0.01	0.013	1.5	10.48	OK
13	14	4.5	N/A	0	4.5	0.08	0.013	1.5	29.98	OK
14	14.1	4.5	N/A	0	4.5	0.01	0.013	1.5	7.45	OK
14.1	15	1.66	C	2.84	4.5	0.03	0.013	1.5	16.92	OK
15	16	1.01	B	0.65	1.66	0.03	0.013	1.5	16.92	OK
16	N/A	0	A	1.01	1.01	0.03	0.013	1.5	16.92	OK

COPPER CANYON 5 TIME OF CONCENTRATION
May 25, 2016

Drainage Area: Total site, Post-development flows	
Sheet Flow	L = 95.00 ft Flow Length. (typically less than 300')
S = 0.0200	ft/ft Surface slope.
I = 0.87	in/hr Intensity (assumed)
n = 0.150	Assumed Manning's roughness coefficient.
T_n = 15.71 min	Sheet flow travel time.
Shallow Concentrated Flow	L = 500.00 ft Flow Length.
S = 0.500	% Surface slope.
k = 0.2	Intercept coefficient.
V = 0.14	ft/sec Flow Velocity.
T_n = 58.93 min	Shallow concentrated flow travel time.
Pipe Flow	dia. = 36.00 in Pipe diameter.
n = 0.013	Assumed Manning's roughness coefficient.
S = 0.0050	ft/ft Pipe slope.
A = 7.07	ft ² Cross sectional area for given pipe size.
R _b = 0.7500	ft Hydraulic radius for pipe flowing full.
V = 6.69	ft/sec Flow Velocity.
L = 950.00	ft Flow Length.
T_n = 2.37 min	Pipe flow travel time.
dia. = 24.00 in Pipe diameter.	
n = 0.013	Assumed Manning's roughness coefficient.
S = 0.0050	ft/ft Pipe slope.
A = 3.14	ft ² Cross sectional area for given pipe size.
R _b = 0.5000	ft Hydraulic radius for pipe flowing full.
V = 5.11	ft/sec Flow Velocity.
L = 850.00	ft Flow Length.
T_n = 2.77 min	Pipe flow travel time.
dia. = 18.00 in Pipe diameter.	
n = 0.013	Assumed Manning's roughness coefficient.
S = 0.0050	ft/ft Pipe slope.
A = 1.77	ft ² Cross sectional area for given pipe size.
R _b = 0.3750	ft Hydraulic radius for pipe flowing full.
V = 4.21	ft/sec Flow Velocity.
L = 430.00	ft Flow Length.
T_n = 1.70 min	Pipe flow travel time.
Total Time of Concentration	81.47

COPPER CANYON PHASE 5
TOOELE, UTAH
MASTER DRAINAGE PLAN

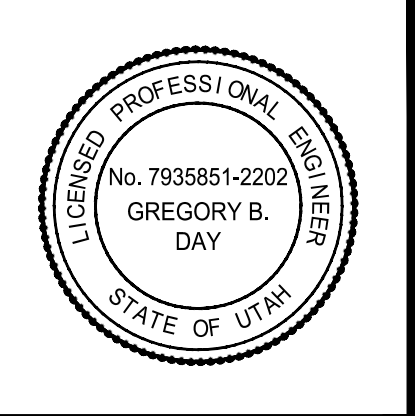
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MASTER DRAINAGE PLAN

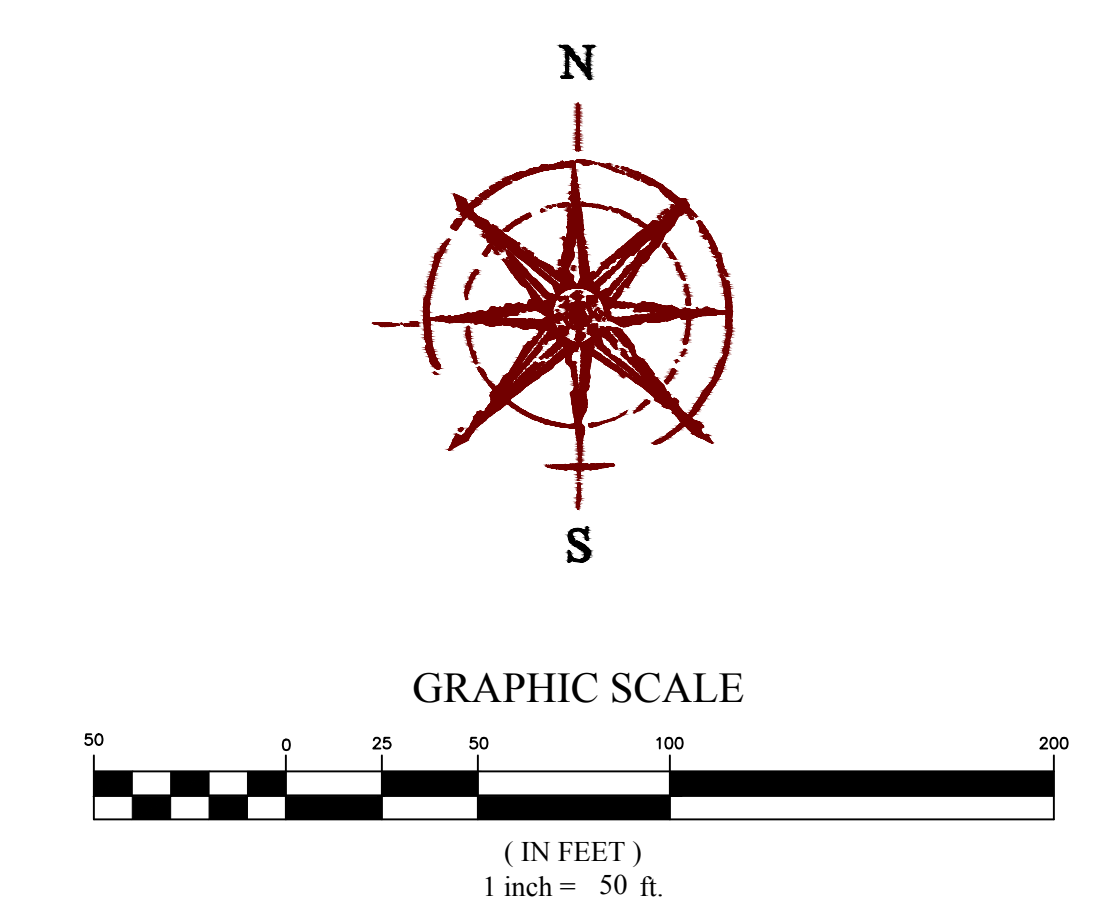
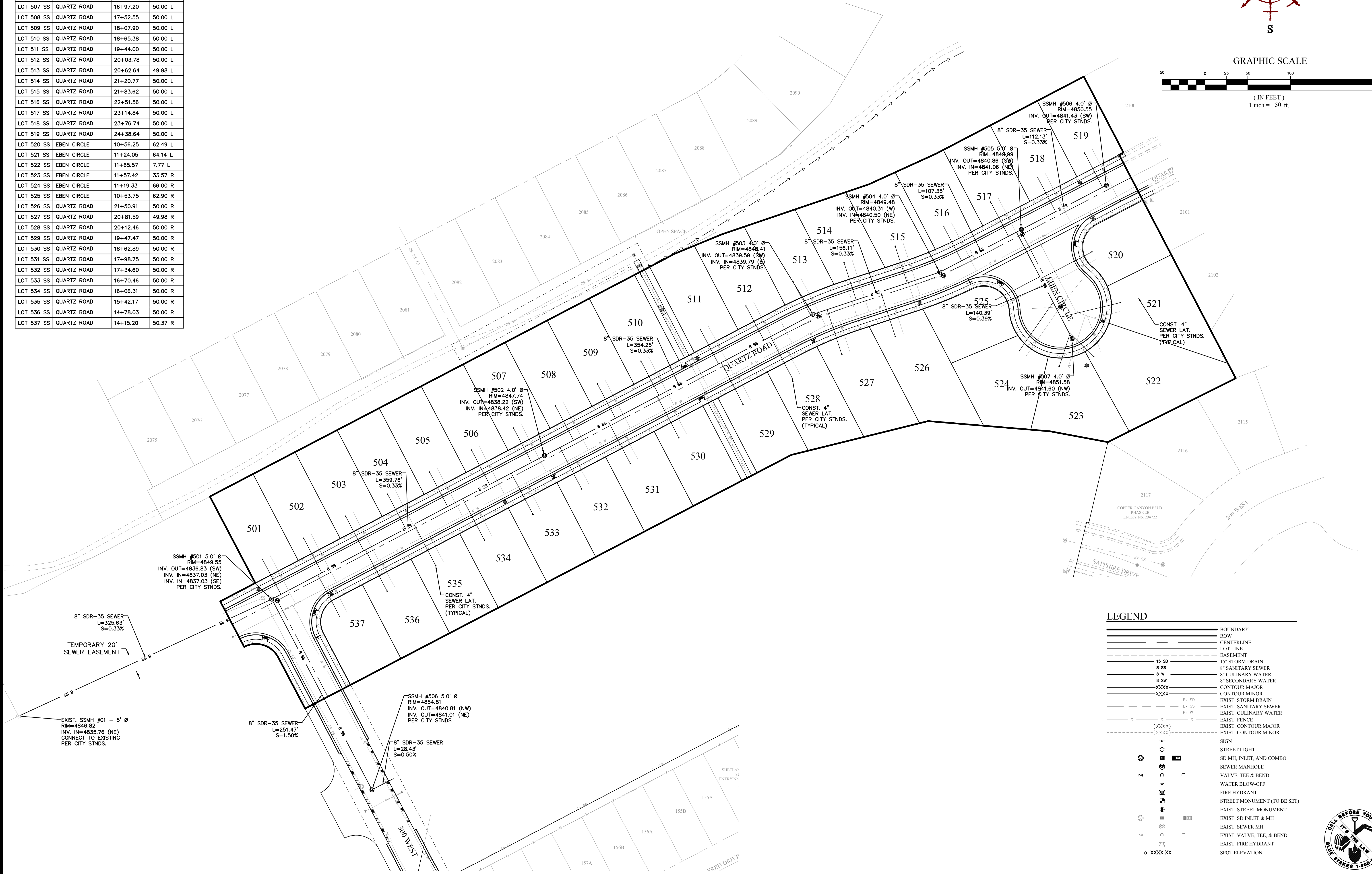
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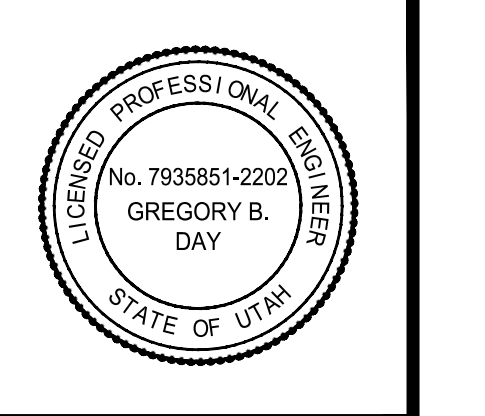


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SEWER SERVICE TABLE			
LOT #	STREET NAME	STATION	OFFSET
LOT 501 SS	QUARTZ ROAD	13+66.48	50.00 L
LOT 502 SS	QUARTZ ROAD	14+20.45	50.00 L
LOT 503 SS	QUARTZ ROAD	14+75.80	50.00 L
LOT 504 SS	QUARTZ ROAD	15+31.15	50.00 L
LOT 505 SS	QUARTZ ROAD	15+86.50	50.00 L
LOT 506 SS	QUARTZ ROAD	16+41.85	50.00 L
LOT 507 SS	QUARTZ ROAD	16+97.20	50.00 L
LOT 508 SS	QUARTZ ROAD	17+52.55	50.00 L
LOT 509 SS	QUARTZ ROAD	18+07.90	50.00 L
LOT 510 SS	QUARTZ ROAD	18+63.25	50.00 L
LOT 511 SS	QUARTZ ROAD	19+18.60	50.00 L
LOT 512 SS	QUARTZ ROAD	20+03.95	50.00 L
LOT 513 SS	QUARTZ ROAD	20+62.64	49.98 L
LOT 514 SS	QUARTZ ROAD	21+20.77	50.00 L
LOT 515 SS	QUARTZ ROAD	21+83.62	50.00 L
LOT 516 SS	QUARTZ ROAD	22+51.56	50.00 L
LOT 517 SS	QUARTZ ROAD	23+14.84	50.00 L
LOT 518 SS	QUARTZ ROAD	23+76.74	50.00 L
LOT 519 SS	QUARTZ ROAD	24+38.64	50.00 L
LOT 520 SS	EBEN CIRCLE	10+56.25	62.49 L
LOT 521 SS	EBEN CIRCLE	11+24.05	64.14 L
LOT 522 SS	EBEN CIRCLE	11+65.57	7.77 L
LOT 523 SS	EBEN CIRCLE	11+57.42	33.57 R
LOT 524 SS	EBEN CIRCLE	11+19.33	66.00 R
LOT 525 SS	EBEN CIRCLE	10+53.75	62.90 R
LOT 526 SS	QUARTZ ROAD	21+50.91	50.00 R
LOT 527 SS	QUARTZ ROAD	20+81.59	49.98 R
LOT 528 SS	QUARTZ ROAD	20+12.46	50.00 R
LOT 529 SS	QUARTZ ROAD	19+47.47	50.00 R
LOT 530 SS	QUARTZ ROAD	18+62.89	50.00 R
LOT 531 SS	QUARTZ ROAD	17+98.75	50.00 R
LOT 532 SS	QUARTZ ROAD	17+34.60	50.00 R
LOT 533 SS	QUARTZ ROAD	16+70.46	50.00 R
LOT 534 SS	QUARTZ ROAD	16+06.31	50.00 R
LOT 535 SS	QUARTZ ROAD	15+42.17	50.00 R
LOT 536 SS	QUARTZ ROAD	14+78.03	50.00 R
LOT 537 SS	QUARTZ ROAD	14+15.20	50.37 R



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COPPER CANYON PHASE 5
 TOOELE, UTAH
 SEWER PLAN

LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
15 SD	15" STORM DRAIN
8 SS	8" SANITARY SEWER
8 W	8" CULINARY WATER
8 SW	8" SECONDARY WATER
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
---	EXIST. FENCE
---	EXIST. CONTOUR MAJOR
---	EXIST. CONTOUR MINOR
---	SIGN
---	STREET LIGHT
---	SD M/I INLET, AND COMBO
---	SEWER MANHOLE
---	VALVE, TEE & BEND
---	WATER BLOW-OFF
---	FIRE HYDRANT
---	STREET MONUMENT (TO BE SET)
---	EXIST. STREET MONUMENT
---	EXIST. SD INLET & MH
---	EXIST. SEWER MH
---	EXIST. VALVE, TEE, & BEND
---	EXIST. FIRE HYDRANT
---	SPOT ELEVATION

REVISION BLOCK

#	DATE	DESCRIPTION
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SEWER PLAN

Scale: 1"=50'
 Date: 02/14/17
 Sheet: C6

Drawn: BP
 Job #: 16-057



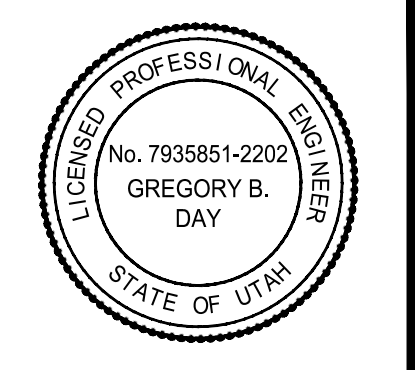
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WATER METER TABLE				
LOT #	STREET NAME	STATION	OFFSET	ELEVATION
LOT 501 WM	QUARTZ ROAD	13+76.48	22.00 L	4849.57
LOT 502 WM	QUARTZ ROAD	14+30.45	22.00 L	4849.30
LOT 503 WM	QUARTZ ROAD	14+85.80	22.00 L	4849.02
LOT 504 WM	QUARTZ ROAD	15+41.15	22.00 L	4848.75
LOT 505 WM	QUARTZ ROAD	15+96.50	22.00 L	4848.47
LOT 506 WM	QUARTZ ROAD	16+51.85	22.00 L	4848.19
LOT 507 WM	QUARTZ ROAD	17+07.20	22.00 L	4847.91
LOT 508 WM	QUARTZ ROAD	17+62.55	22.00 L	4847.64
LOT 509 WM	QUARTZ ROAD	18+17.90	22.00 L	4847.36
LOT 510 WM	QUARTZ ROAD	18+73.25	22.00 L	4847.07
LOT 511 WM	QUARTZ ROAD	19+28.60	22.00 L	4846.79
LOT 512 WM	QUARTZ ROAD	20+83.95	22.00 L	4846.51
LOT 513 WM	QUARTZ ROAD	21+39.30	22.00 L	4846.23
LOT 514 WM	QUARTZ ROAD	21+94.65	22.00 L	4845.95
LOT 515 WM	QUARTZ ROAD	22+50.00	22.00 L	4845.67
LOT 516 WM	QUARTZ ROAD	23+05.35	22.00 L	4845.39
LOT 517 WM	QUARTZ ROAD	23+60.70	22.00 L	4845.11
LOT 518 WM	QUARTZ ROAD	24+16.05	22.00 L	4844.83
LOT 519 WM	QUARTZ ROAD	24+71.40	22.00 L	4844.55
LOT 520 WM	EBEN CIRCLE	10+66.25	44.83 L	4851.23
LOT 521 WM	EBEN CIRCLE	11+21.60	40.58 L	4851.87
LOT 522 WM	EBEN CIRCLE	11+76.95	19.98 L	4852.12
LOT 523 WM	EBEN CIRCLE	11+32.30	23.10 R	4852.47
LOT 524 WM	EBEN CIRCLE	11+87.65	46.04 R	4851.51
LOT 525 WM	EBEN CIRCLE	10+37.00	44.38 R	4850.68
LOT 526 WM	QUARTZ ROAD	21+60.91	22.00 R	4849.28
LOT 527 WM	QUARTZ ROAD	20+94.06	22.00 R	4848.90
LOT 528 WM	QUARTZ ROAD	20+27.21	22.00 R	4848.52
LOT 529 WM	QUARTZ ROAD	19+60.36	22.00 R	4848.14
LOT 530 WM	QUARTZ ROAD	18+93.49	22.00 R	4847.76
LOT 531 WM	QUARTZ ROAD	18+26.64	22.00 R	4847.38
LOT 532 WM	QUARTZ ROAD	17+59.77	22.00 R	4847.00
LOT 533 WM	QUARTZ ROAD	17+22.90	22.00 R	4846.62
LOT 534 WM	QUARTZ ROAD	16+56.03	22.00 R	4846.24
LOT 535 WM	QUARTZ ROAD	15+89.16	22.00 R	4845.86
LOT 536 WM	QUARTZ ROAD	14+22.29	22.00 R	4845.48
LOT 537 WM	QUARTZ ROAD	13+55.42	22.00 R	4845.10



GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

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COPPER CANYON PHASE 5
TOOELE, UTAH
WATER PLAN

LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
15 SD	15" STORM DRAIN
8 SS	8" SANITARY SEWER
8 W	8" CULINARY WATER
8 SW	8" SECONDARY WATER
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
---	EXIST. FENCE
(XXXX)	EXIST. CONTOUR MAJOR
(XXXX)	EXIST. CONTOUR MINOR
⊙	SIGN
⊙	STREET LIGHT
⊙	SD MH, INLET, AND COMBO
⊙	SEWER MANHOLE
⊙	VALVE, TEE & BEND
⊙	WATER BLOW-OFF
⊙	FIRE HYDRANT
⊙	STREET MONUMENT (TO BE SET)
⊙	EXIST. STREET MONUMENT
⊙	EXIST. SD INLET & MH
⊙	EXIST. SEWER MH
⊙	EXIST. VALVE, TEE, & BEND
⊙	EXIST. FIRE HYDRANT
⊙	SPOT ELEVATION

REVISION BLOCK

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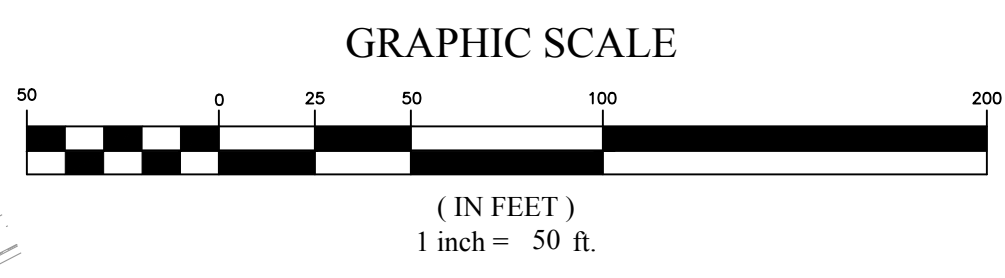
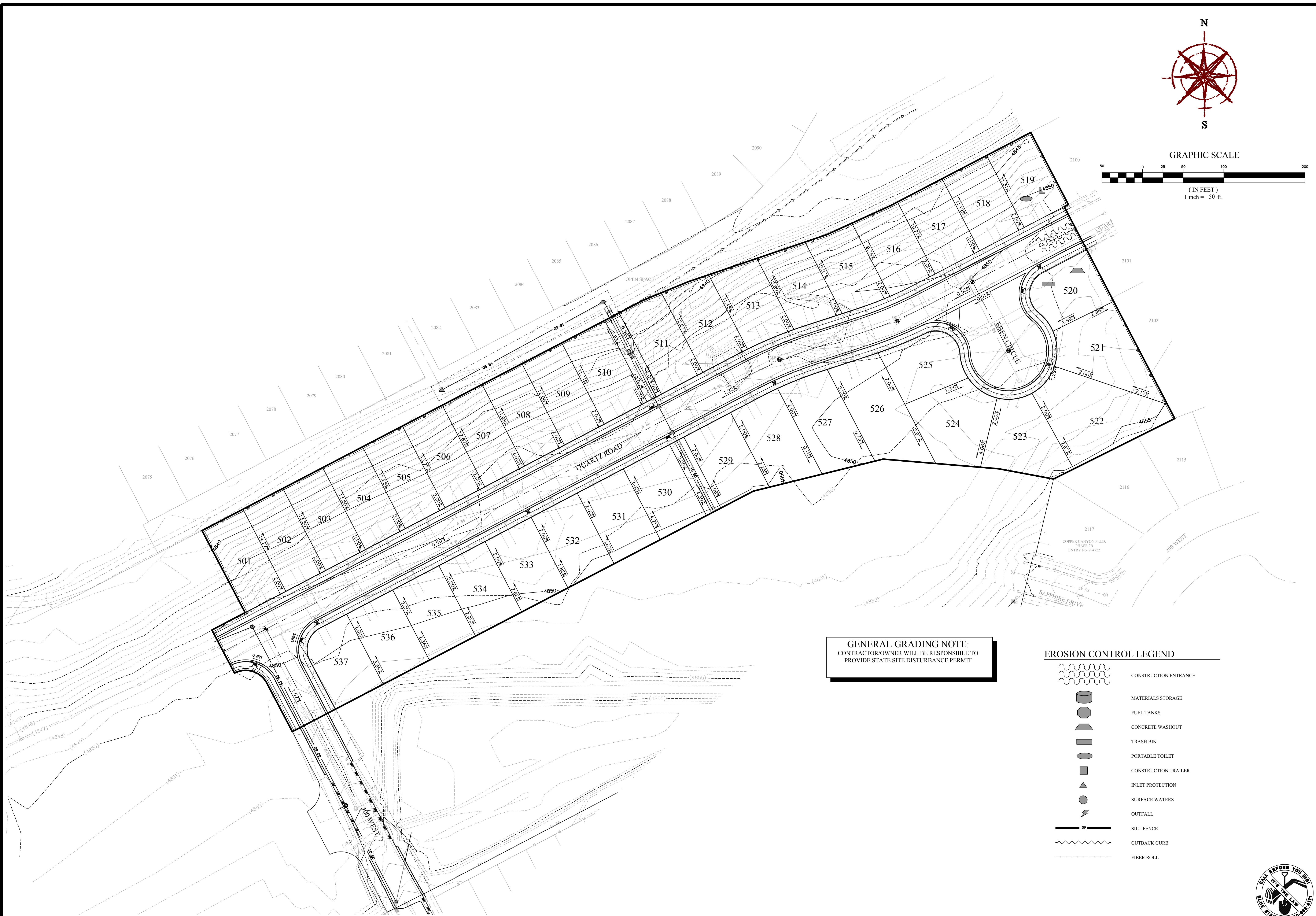
WATER PLAN

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Date: 02/14/17
Sheet: C7

Drawn: BP
Job #: 16-057



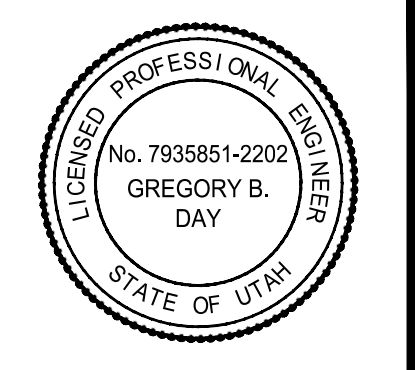
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GENERAL GRADING NOTE:
 CONTRACTOR/OWNER WILL BE RESPONSIBLE TO
 PROVIDE STATE SITE DISTURBANCE PERMIT

EROSION CONTROL LEGEND

- CONSTRUCTION ENTRANCE
- MATERIALS STORAGE
- FUEL TANKS
- CONCRETE WASHOUT
- TRASH BIN
- PORTABLE TOILET
- CONSTRUCTION TRAILER
- INLET PROTECTION
- SURFACE WATERS
- OUTFALL
- SILT FENCE
- CUTBACK CURB
- FIBER ROLL



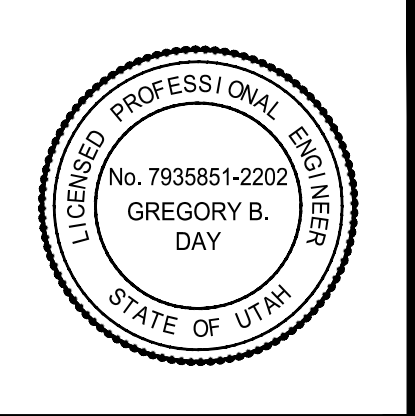
COPPER CANYON PHASE 5
 TOOELE, UTAH
EROSION CONTROL PLAN

REVISION BLOCK	
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EROSION CONTROL PLAN	
Scale: 1"=50'	Drawn: BP
Date: 02/14/17	Job #: 16-057
Sheet:	C8



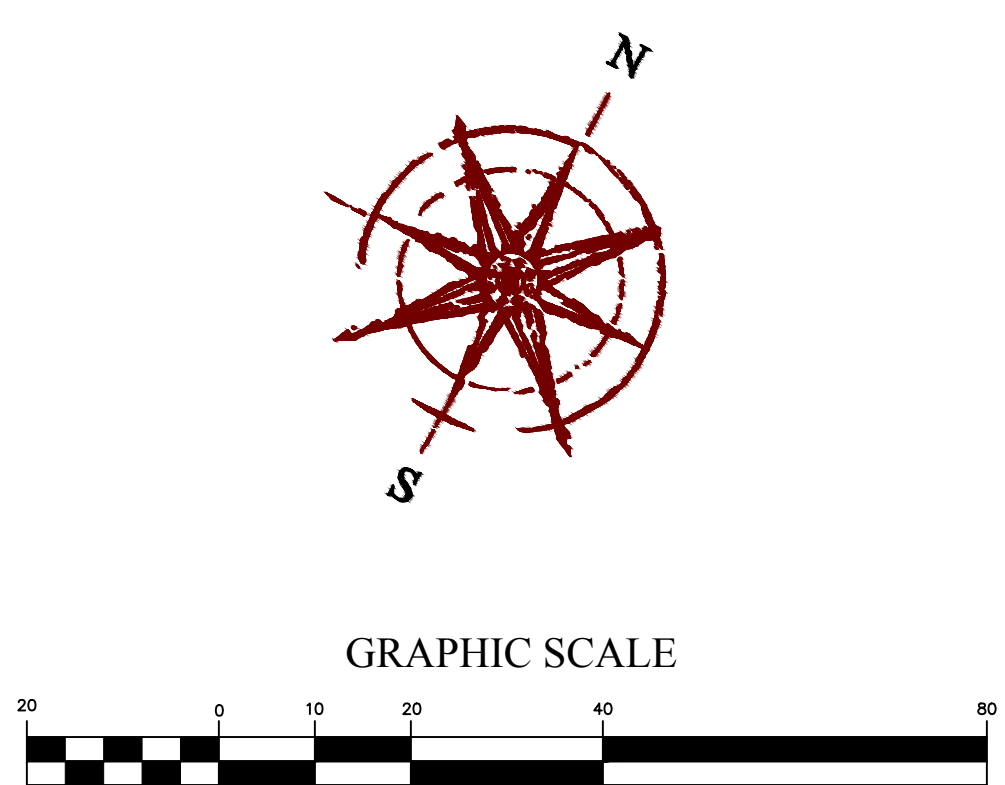
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COPPER CANYON PHASE 5
TOOELE, UTAH
QUARTZ ROAD

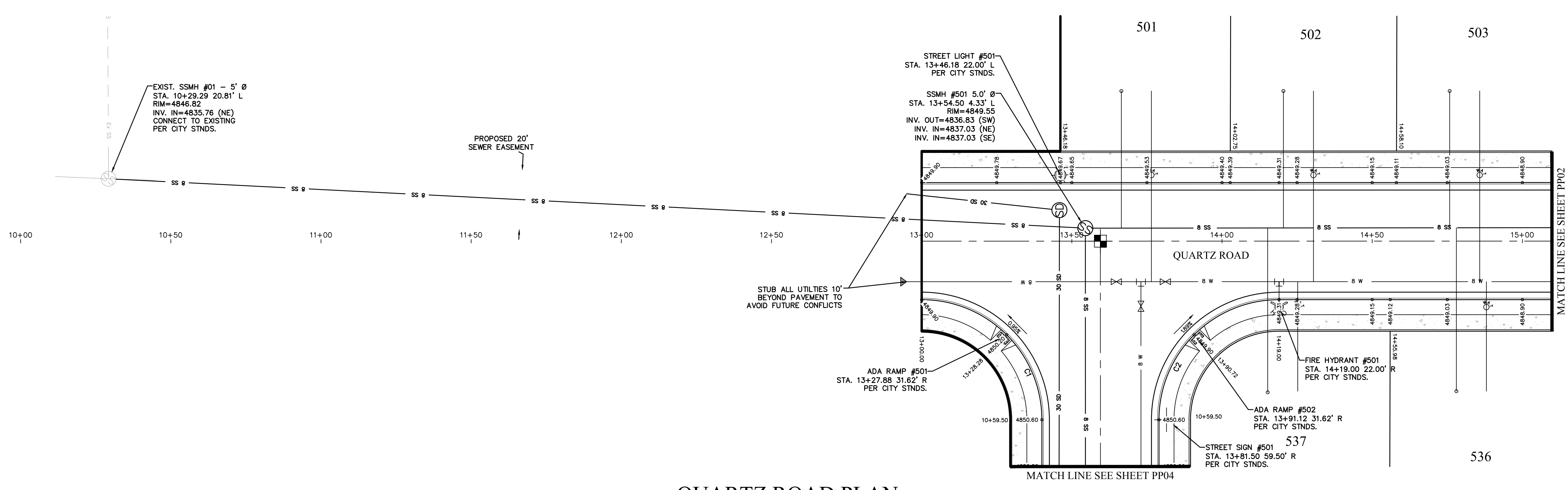
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QUARTZ ROAD
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Date: 02/14/17
Job #: 16-057
Sheet: PP01

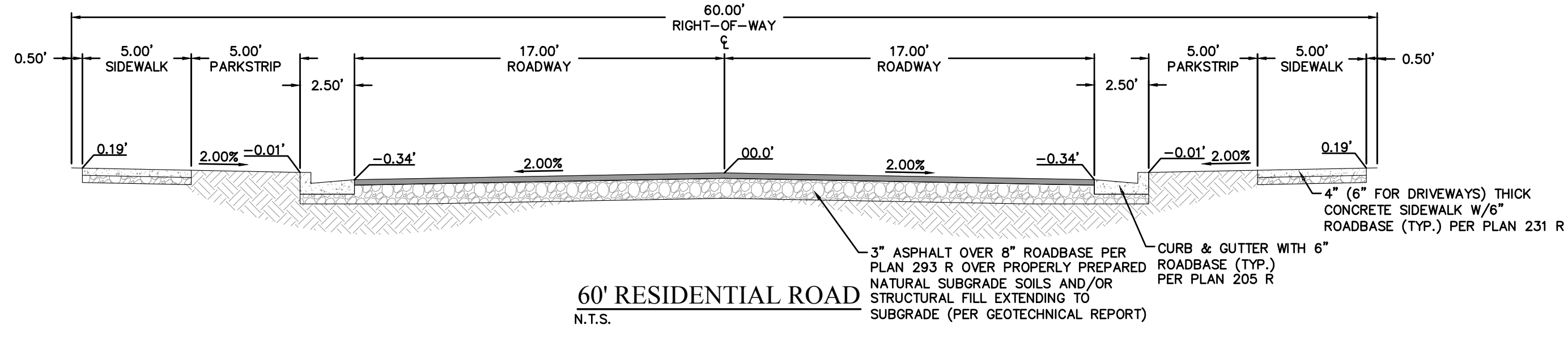


LEGEND

—	BOUNDARY
—	ROW
—	CENTERLINE
—	LOT LINE
—	EASEMENT
—	15" SD
—	8" SS
—	8" W
—	8" SW
—	CONTOUR MAJOR
—	CONTOUR MINOR
—	EXIST. STORM DRAIN
—	EXIST. SANITARY SEWER
—	EXIST. CULINARY WATER
—	EXIST. FENCE
—	EXIST. CONTOUR MAJOR
—	EXIST. CONTOUR MINOR
—	SIGN
—	STREET LIGHT
—	SD MH, INLET, AND COMBO
—	SEWER MANHOLE
—	VALVE, TEE & BEND
—	WATER BLOW-OFF
—	FIRE HYDRANT
—	STREET MONUMENT (TO BE SET)
—	EXIST. STREET MONUMENT
—	EXIST. SD INLET & MH
—	EXIST. SEWER MH
—	EXIST. VALVE, TEE, & BEND
—	EXIST. FIRE HYDRANT
—	SPOT ELEVATION



QUARTZ ROAD PLAN

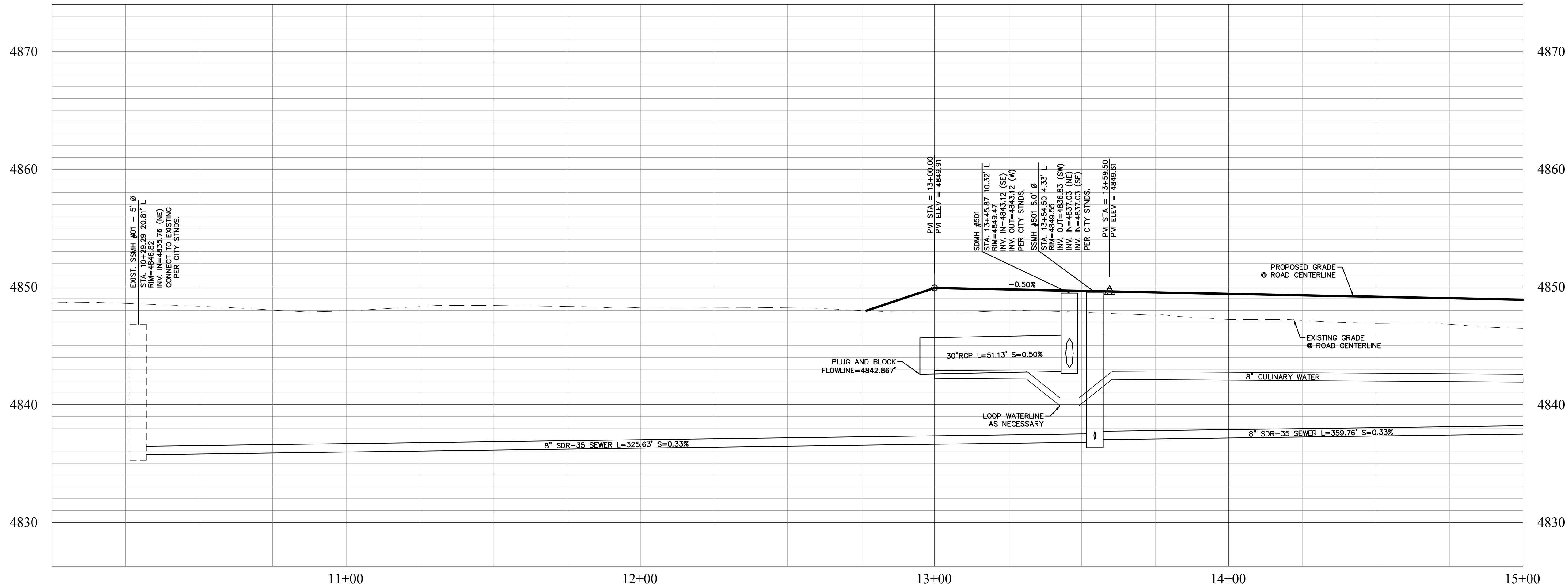


SEWER SERVICE TABLE

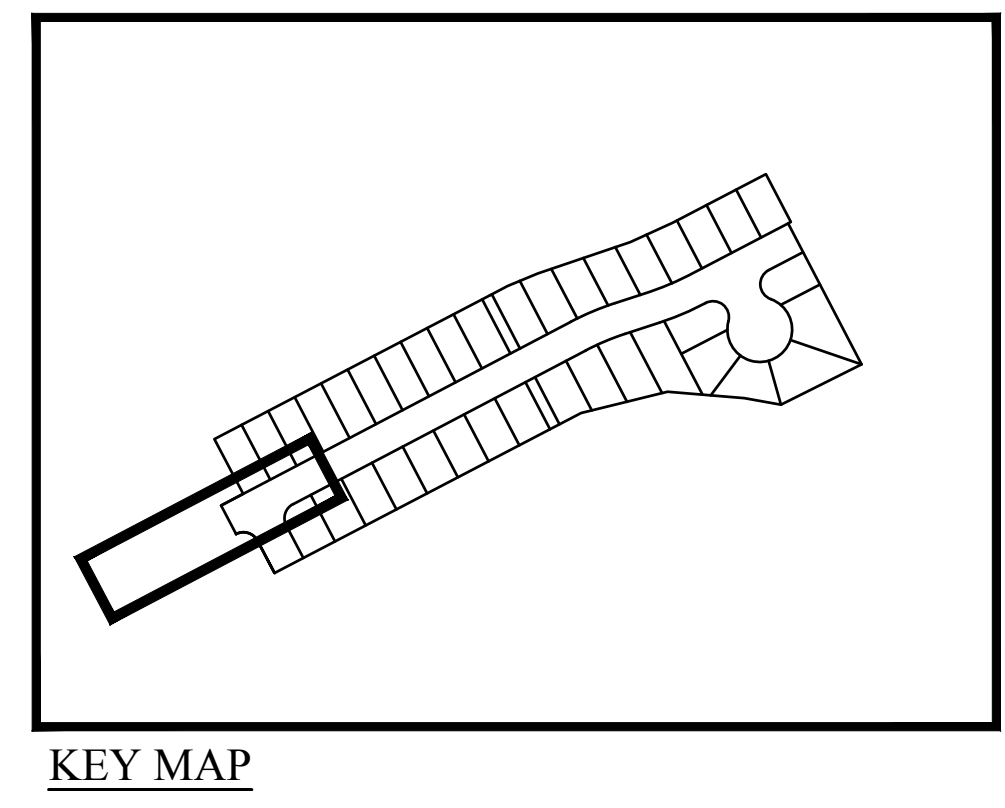
LOT #	STREET NAME	STATION	OFFSET
LOT 501 SS	QUARTZ ROAD	13+66.48	50.00 L
LOT 502 SS	QUARTZ ROAD	14+20.45	50.00 L
LOT 503 SS	QUARTZ ROAD	14+75.80	50.00 L
LOT 536 SS	QUARTZ ROAD	14+78.03	50.00 R
LOT 537 SS	QUARTZ ROAD	14+15.20	50.37 R

WATER METER TABLE

LOT #	STREET NAME	STATION	OFFSET	ELEVATION
LOT 501 WM	QUARTZ ROAD	13+76.48	22.00 L	4849.57
LOT 502 WM	QUARTZ ROAD	14+30.45	22.00 L	4849.30
LOT 503 WM	QUARTZ ROAD	14+85.80	22.00 L	4849.02
LOT 536 WM	QUARTZ ROAD	14+88.03	22.00 R	4849.01
LOT 537 WM	QUARTZ ROAD	14+25.20	22.00 R	4849.32



QUARTZ ROAD PROFILE

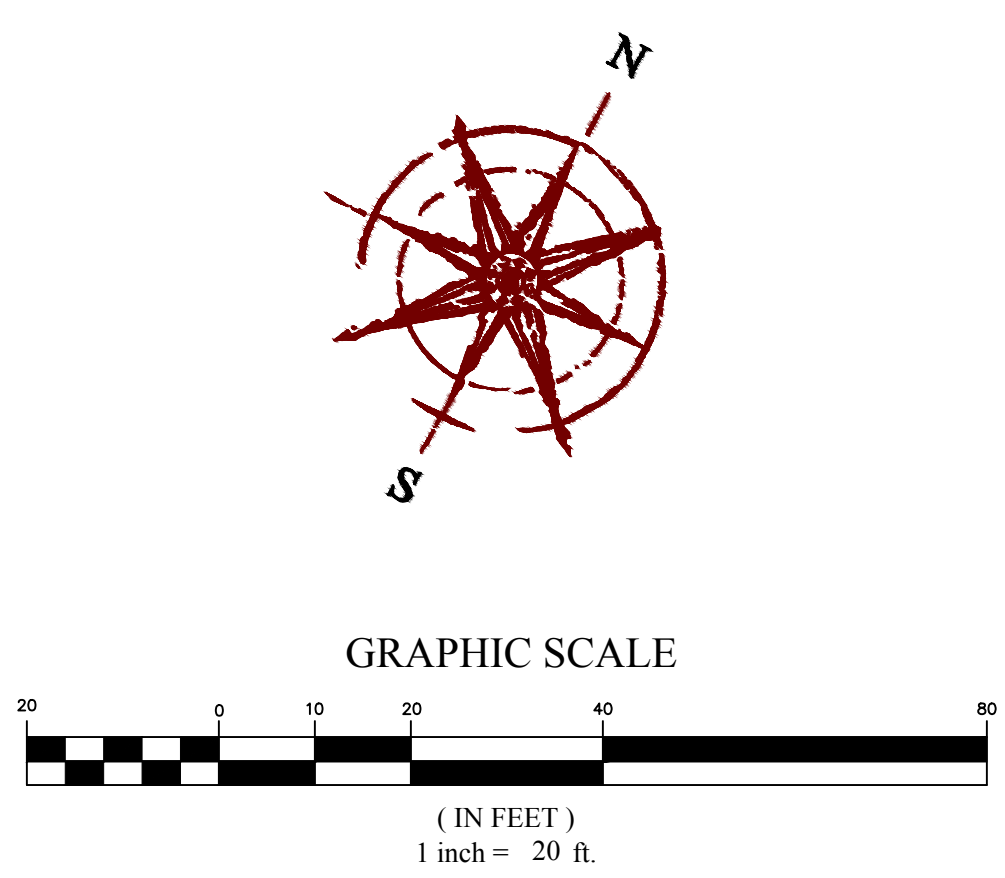
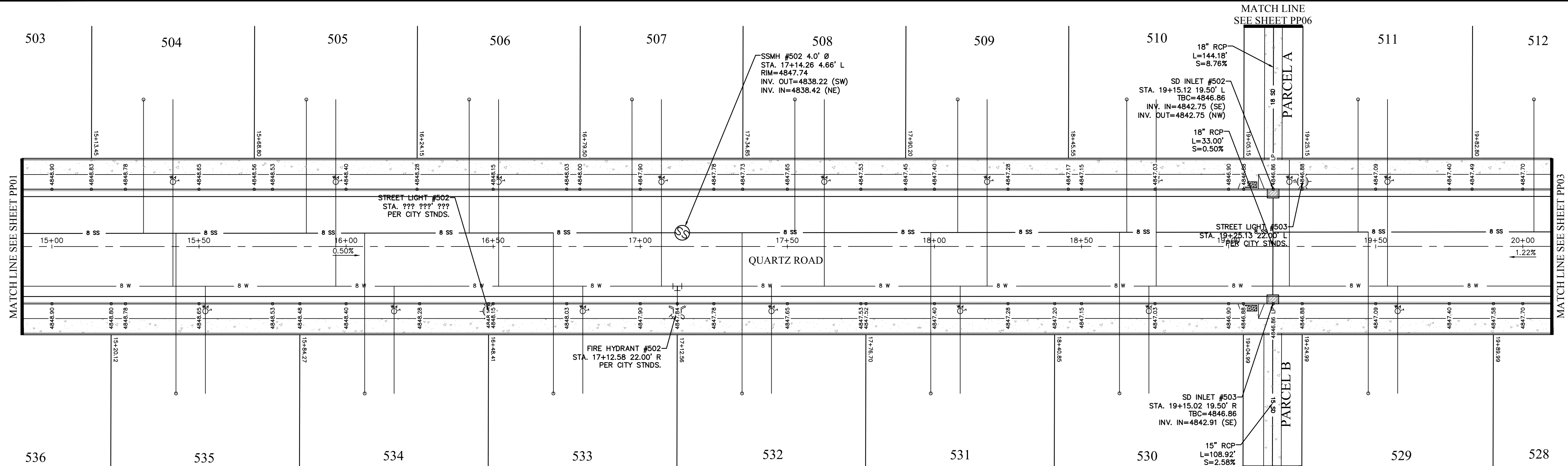


Curve Table

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	63.62'	40.50'	90°00'00"	40.50'	N72°42'21"W	57.28'
C2	62.83'	40.00'	90°00'00"	40.00'	S17°17'39"W	56.57'

BENCHMARK
BENCHMARK TC-30 AS PUBLISHED BY THE TOOELE COUNTY SURVEYOR
FOOT EQUIVALENT ELEV: 4830.00
DATUM: NAVD83
LOCATED ON A BRASS DISK IN A PVC SLEEVE AT THE INTERSECTION OF 700 WEST AND ROGERS STREET





LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
---	16 SD 15" STORM DRAIN
---	8 SS 8" SANITARY SEWER
---	8 W 8" CULINARY WATER
---	8 SW 8" SECONDARY WATER
---	----- CONTOUR MAJOR
---	----- CONTOUR MINOR
---	Ex SS EXIST. STORM DRAIN
---	Ex SS EXIST. SANITARY SEWER
---	Ex W EXIST. CULINARY WATER
---	Ex SW EXIST. SECONDARY WATER
---	XXXX EXIST. CONTOUR MAJOR
---	XXXX EXIST. CONTOUR MINOR
---	SIGN
---	STREET LIGHT
---	SD MH, INLET, AND COMBO
---	SEWER MANHOLE
---	VALVE, TEE & BEND
---	WATER BLOW-OFF
---	FIRE HYDRANT
---	STREET MONUMENT (TO BE SET)
---	EXIST. STREET MONUMENT
---	EXIST. SD INLET & MH
---	EXIST. SEWER MH
---	EXIST. VALVE, TEE, & BEND
---	EXIST. FIRE HYDRANT
---	SPOT ELEVATION

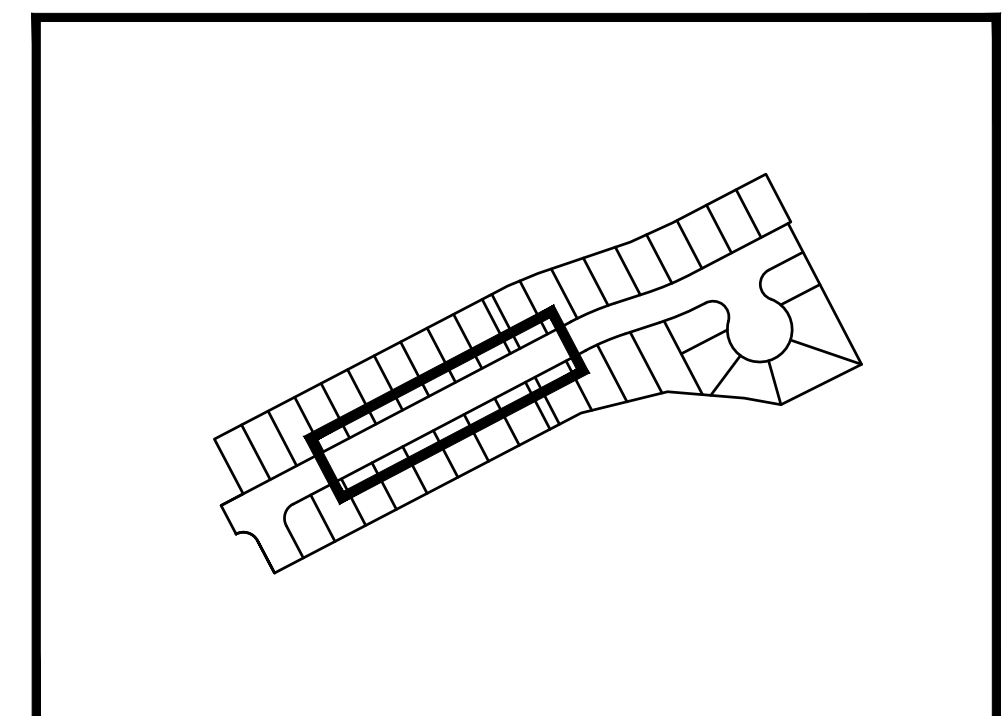
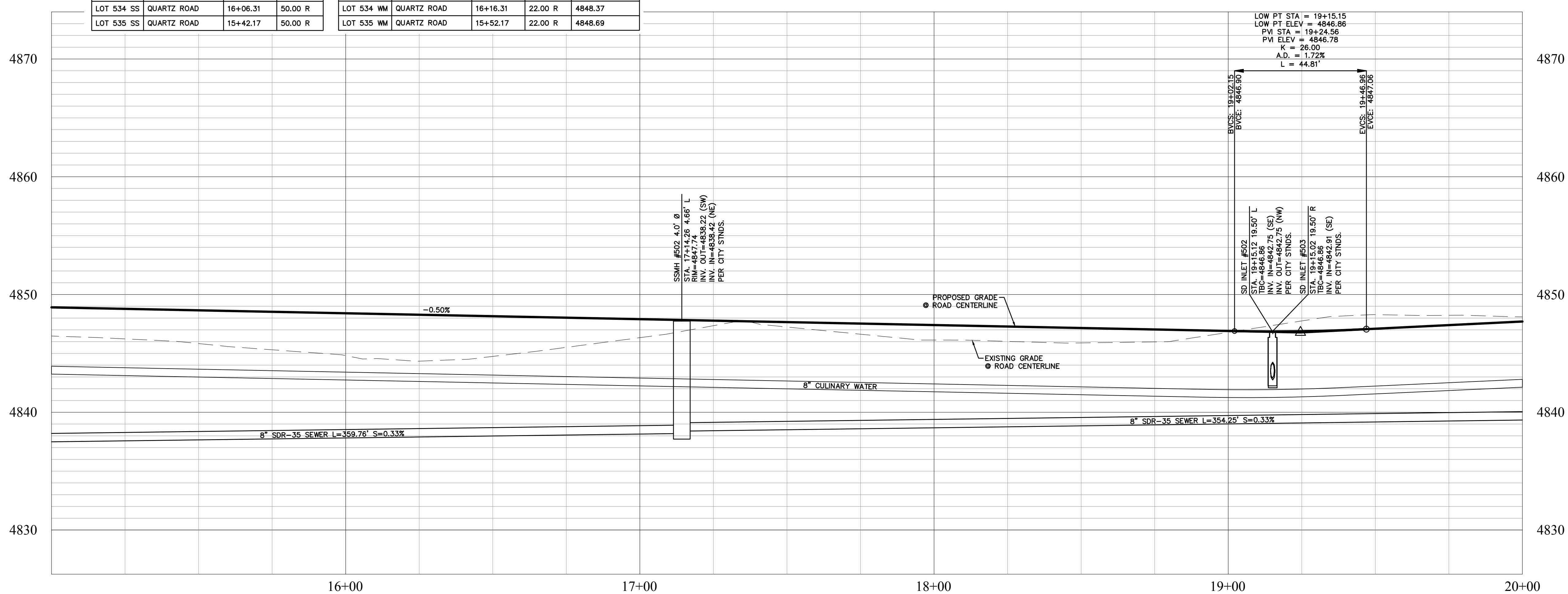
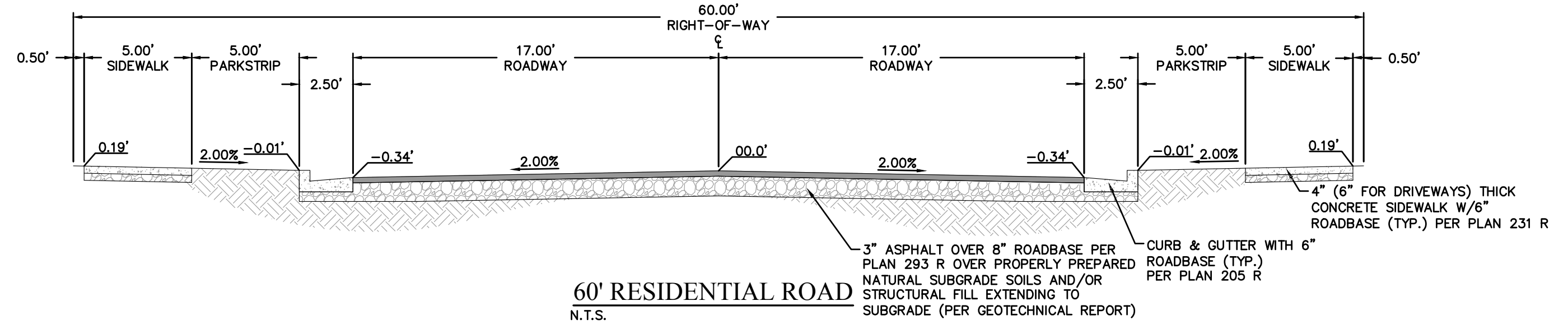
SEWER SERVICE TABLE

LOT #	STREET NAME	STATION	OFFSET
LOT 504 SS	QUARTZ ROAD	15+31.15	50.00 L
LOT 505 SS	QUARTZ ROAD	15+86.50	50.00 L
LOT 506 SS	QUARTZ ROAD	16+41.85	50.00 L
LOT 507 SS	QUARTZ ROAD	16+97.20	50.00 L
LOT 508 SS	QUARTZ ROAD	17+52.55	50.00 L
LOT 509 SS	QUARTZ ROAD	18+07.90	50.00 L
LOT 510 SS	QUARTZ ROAD	18+63.25	50.00 L
LOT 511 SS	QUARTZ ROAD	19+18.60	50.00 L
LOT 529 SS	QUARTZ ROAD	19+73.95	50.00 R
LOT 530 SS	QUARTZ ROAD	18+28.30	50.00 R
LOT 531 SS	QUARTZ ROAD	17+82.65	50.00 R
LOT 532 SS	QUARTZ ROAD	17+37.00	50.00 R
LOT 533 SS	QUARTZ ROAD	16+91.35	50.00 R
LOT 534 SS	QUARTZ ROAD	16+45.70	50.00 R
LOT 535 SS	QUARTZ ROAD	15+00.05	50.00 R

WATER METER TABLE

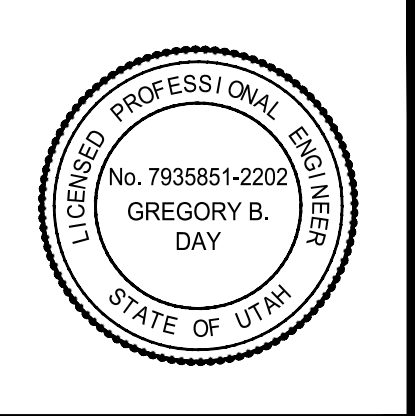
LOT #	STREET NAME	STATION	OFFSET	ELEVATION
LOT 504 WM	QUARTZ ROAD	15+41.15	22.00 L	4848.75
LOT 505 WM	QUARTZ ROAD	15+96.50	22.00 L	4848.47
LOT 506 WM	QUARTZ ROAD	16+51.85	22.00 L	4848.19
LOT 507 WM	QUARTZ ROAD	17+07.20	22.00 L	4847.91
LOT 508 WM	QUARTZ ROAD	17+62.55	22.00 L	4847.64
LOT 509 WM	QUARTZ ROAD	18+17.90	22.00 L	4847.36
LOT 510 WM	QUARTZ ROAD	18+73.25	22.00 L	4847.07
LOT 511 WM	QUARTZ ROAD	19+28.60	22.00 L	4847.19
LOT 529 WM	QUARTZ ROAD	19+83.95	22.00 R	4847.23
LOT 530 WM	QUARTZ ROAD	18+38.30	22.00 R	4847.09
LOT 531 WM	QUARTZ ROAD	17+92.65	22.00 R	4847.41
LOT 532 WM	QUARTZ ROAD	17+47.00	22.00 R	4847.73
LOT 533 WM	QUARTZ ROAD	17+01.35	22.00 R	4848.05
LOT 534 WM	QUARTZ ROAD	16+55.70	22.00 R	4848.37
LOT 535 WM	QUARTZ ROAD	15+10.05	22.00 R	4848.69

QUARTZ ROAD PLAN



KEY MAP

BENCHMARK
 BENCHMARK TC-30 AS PUBLISHED BY THE TOOELE COUNTY SURVEYOR
 FOOT EQUIVALENT ELEV: 4830.00
 DATUM: NAVD83
 LOCATED ON A BRASS DISK IN A PVC SLEEVE AT THE INTERSECTION OF 700 WEST AND ROGERS STREET

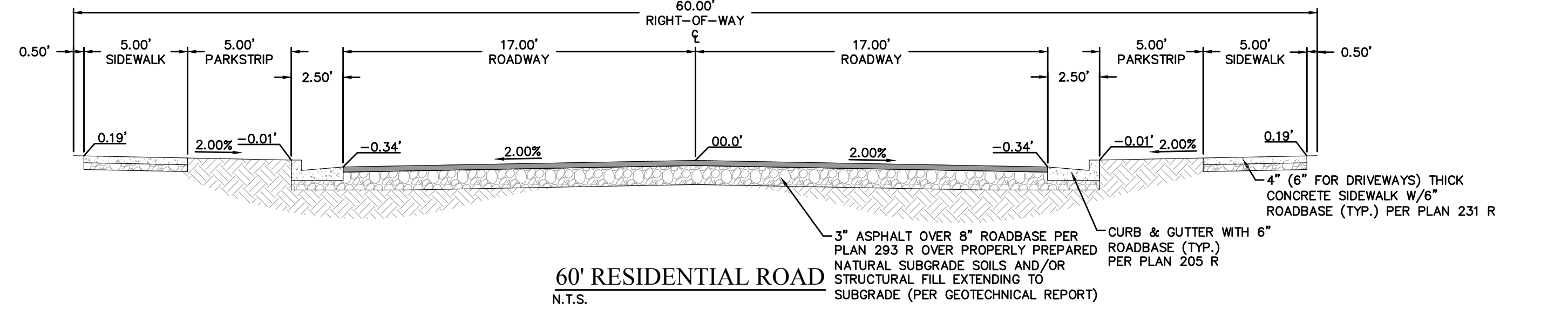
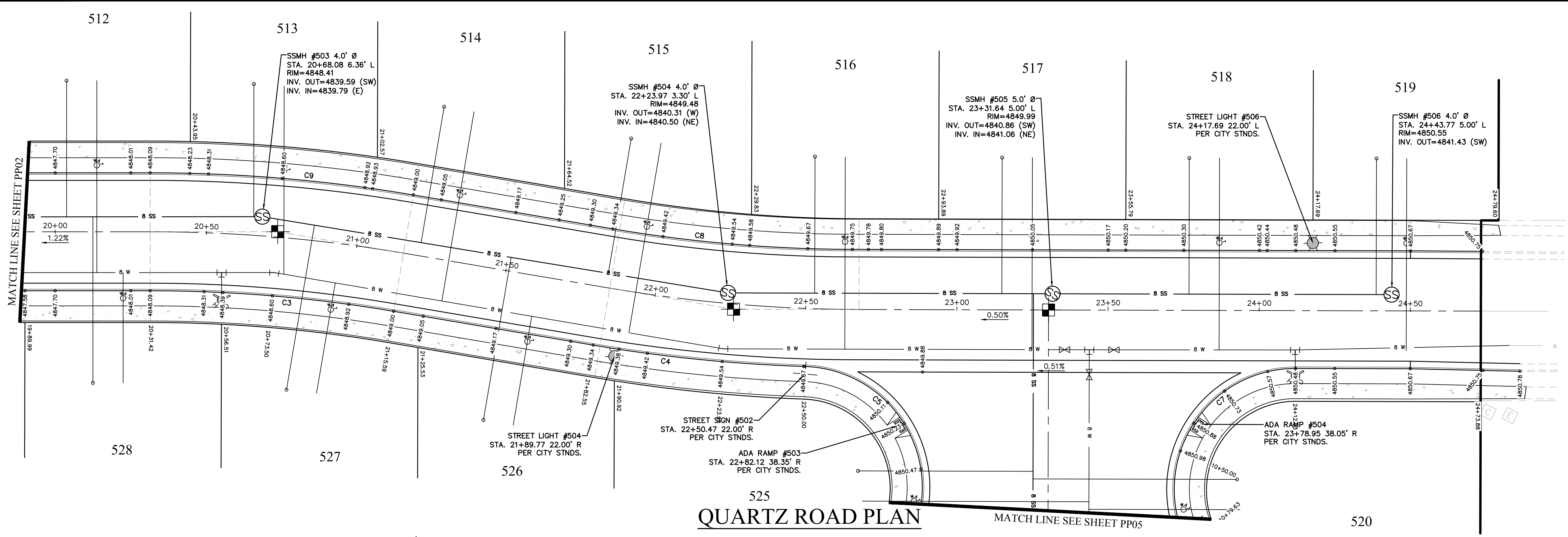


COPPER CANYON PHASE 5
 TOOELE, UTAH
 QUARTZ ROAD

REVISION BLOCK

#	DATE	DESCRIPTION
1		
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2...2016\16-057\Copper Canyon Phase 5\Design\16-057\dwg\plans\PP02 - QUARTZ ROAD.dwg

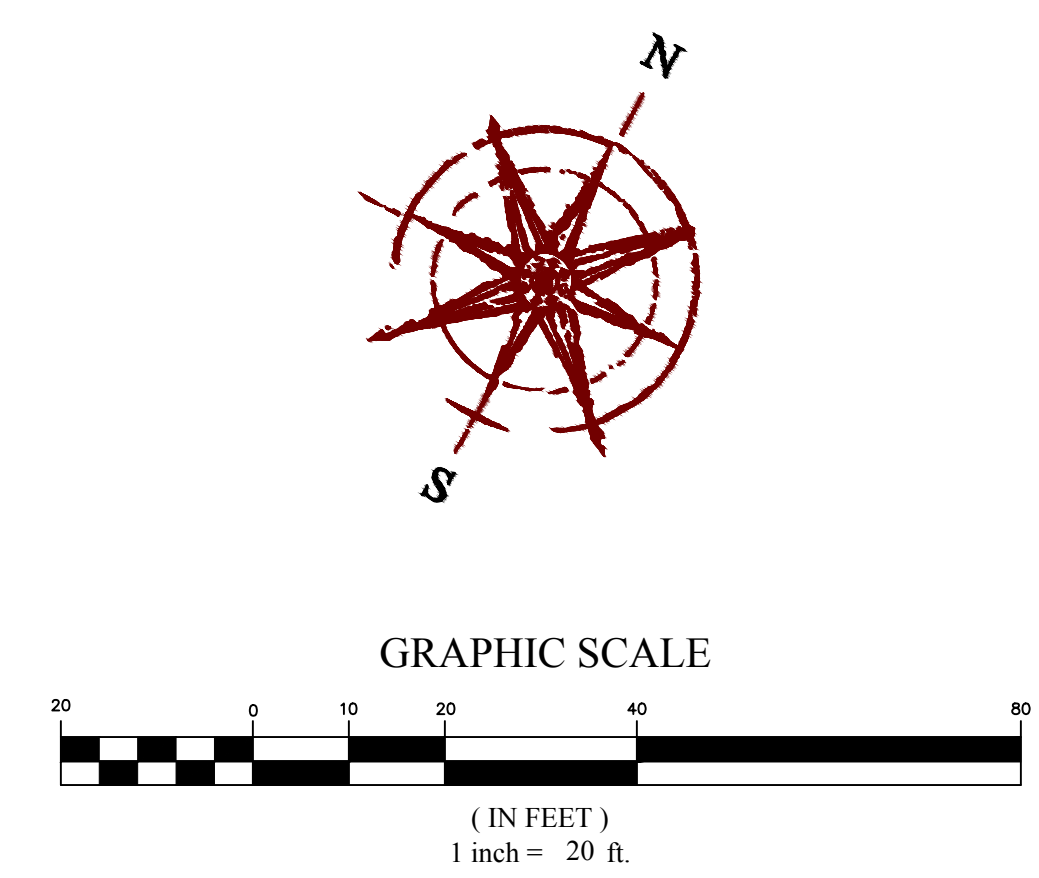
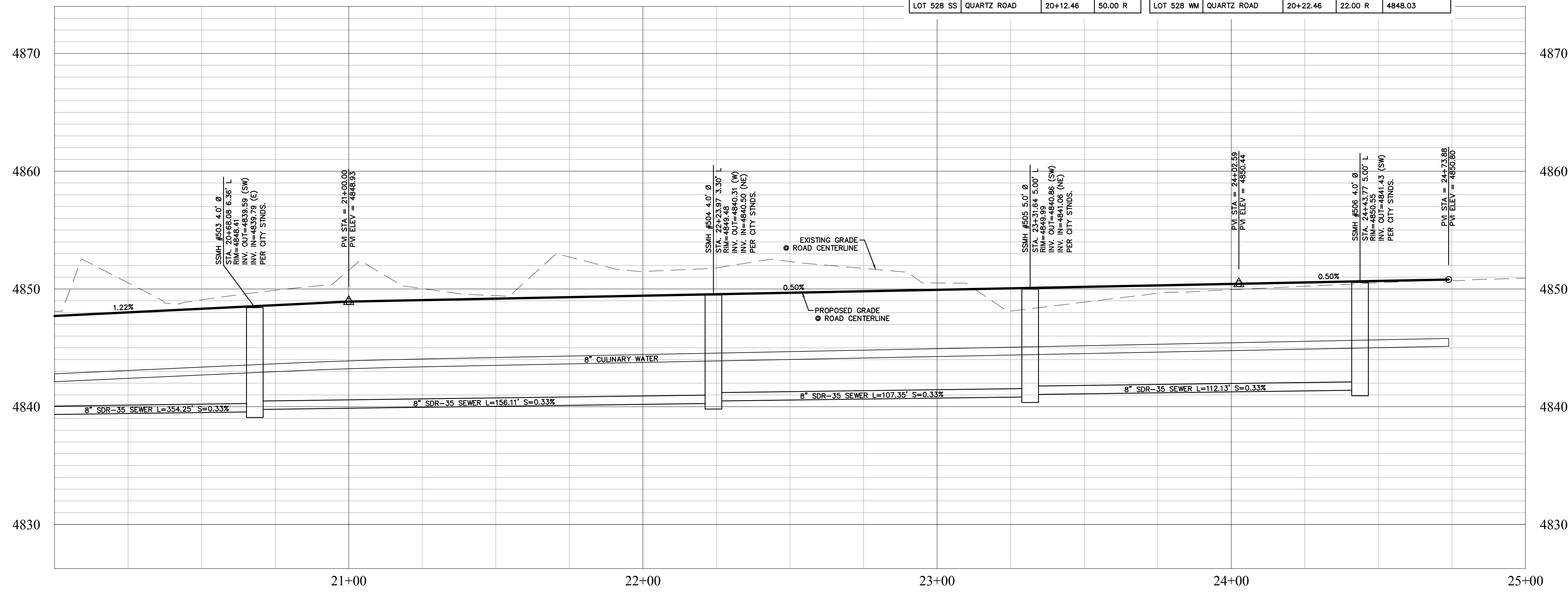


SEWER SERVICE TABLE

LOT #	STREET NAME	STATION	OFFSET
LOT 512 SS	QUARTZ ROAD	20+03.78	50.00 L
LOT 513 SS	QUARTZ ROAD	20+62.64	49.98 L
LOT 514 SS	QUARTZ ROAD	21+20.77	50.00 L
LOT 515 SS	QUARTZ ROAD	21+83.62	50.00 L
LOT 516 SS	QUARTZ ROAD	22+51.56	50.00 L
LOT 517 SS	QUARTZ ROAD	23+14.84	50.00 L
LOT 518 SS	QUARTZ ROAD	23+76.74	50.00 L
LOT 519 SS	QUARTZ ROAD	24+38.64	50.00 L
LOT 526 SS	QUARTZ ROAD	21+50.91	50.00 R
LOT 527 SS	QUARTZ ROAD	20+81.59	49.98 R
LOT 528 SS	QUARTZ ROAD	20+12.46	50.00 R

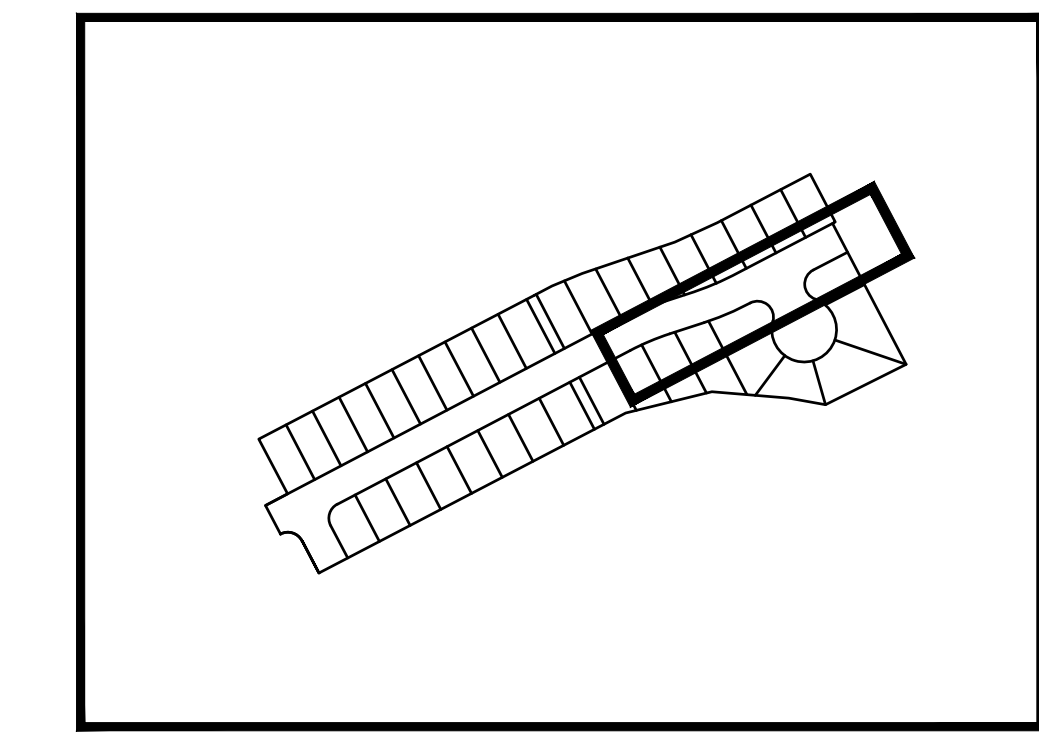
WATER METER TABLE

LOT #	STREET NAME	STATION	OFFSET	ELEVATION
LOT 512 WM	QUARTZ ROAD	20+13.78	22.00 L	4847.92
LOT 513 WM	QUARTZ ROAD	20+73.87	22.00 L	4848.65
LOT 514 WM	QUARTZ ROAD	21+30.77	22.00 L	4849.13
LOT 515 WM	QUARTZ ROAD	21+94.02	22.00 L	4849.44
LOT 516 WM	QUARTZ ROAD	22+62.83	22.00 L	4849.79
LOT 517 WM	QUARTZ ROAD	23+24.84	22.00 L	4850.10
LOT 518 WM	QUARTZ ROAD	23+86.74	22.00 L	4850.41
LOT 519 WM	QUARTZ ROAD	24+48.64	22.00 L	4850.72
LOT 526 WM	QUARTZ ROAD	21+60.91	22.00 R	4849.28
LOT 527 WM	QUARTZ ROAD	20+94.06	22.00 R	4848.90
LOT 528 WM	QUARTZ ROAD	20+22.46	22.00 R	4848.03



LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
16 SD	15" STORM DRAIN
8 SS	8" SANITARY SEWER
8 W	8" CULINARY WATER
8 SW	8" SECONDARY WATER
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
---	EXIST. FENCE
(XXXX)	EXIST. CONTOUR MAJOR
(XXXX)	EXIST. CONTOUR MINOR
☉	SIGN
☉	STREET LIGHT
☉	SD MH, INLET, AND COMBO
☉	SEWER MANHOLE
☉	VALVE, TEE & BEND
☉	WATER BLOW-OFF
☉	FIRE HYDRANT
☉	STREET MONUMENT (TO BE SET)
☉	EXIST. STREET MONUMENT
☉	EXIST. SD INLET & MH
☉	EXIST. SEWER MH
☉	EXIST. VALVE, TEE, & BEND
☉	EXIST. FIRE HYDRANT
○	SPOT ELEVATION



Curve Table

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD LENGTH
C3	80.89'	480.50'	9°38'43"	40.54'	S67°07'01"W	80.79'
C4	70.57'	519.50'	7°47'00"	35.34'	S68°02'53"W	70.52'
C5	78.56'	40.00'	112°32'00"	59.90'	N59°34'37"W	66.53'
C7	79.63'	40.00'	114°04'05"	61.67'	S05°24'46"W	67.12'
C8	79.61'	480.50'	9°29'33"	39.90'	N67°11'36"E	79.52'
C9	87.45'	519.50'	9°38'43"	43.83'	N67°07'01"E	87.35'

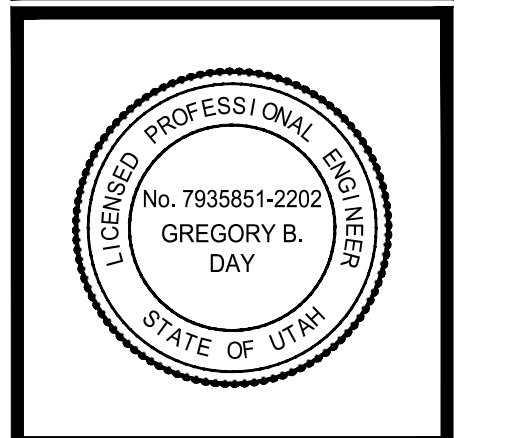
REVISION BLOCK

#	DATE	DESCRIPTION
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BENCHMARK
 BENCHMARK TC-30-AS PUBLISHED BY THE TOOELE COUNTY SURVEYOR
 FOOT EQUIVALENT ELEV: 4830.00
 DATUM: NAVD83
 LOCATED ON A BRASS DISK IN A PVC SLEEVE AT THE INTERSECTION OF 700 WEST AND ROGERS STREET



FOCUS
 ENGINEERING AND SURVEYING, LLC
 32 WEST CENTER STREET
 MIDVALE, UTAH 84047 PH: (801) 352-0075
 www.focusutah.com

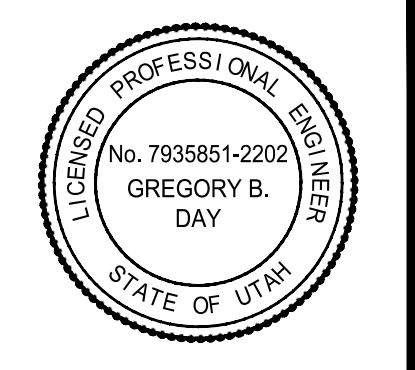


COPPER CANYON PHASE 5
 TOOELE, UTAH
QUARTZ ROAD

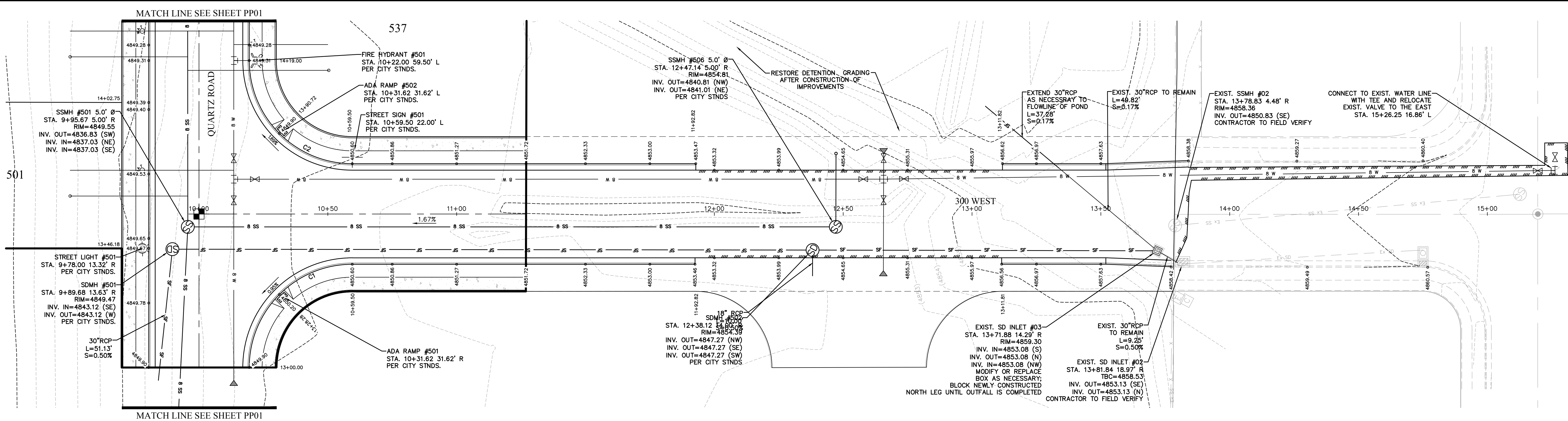
REVISION BLOCK

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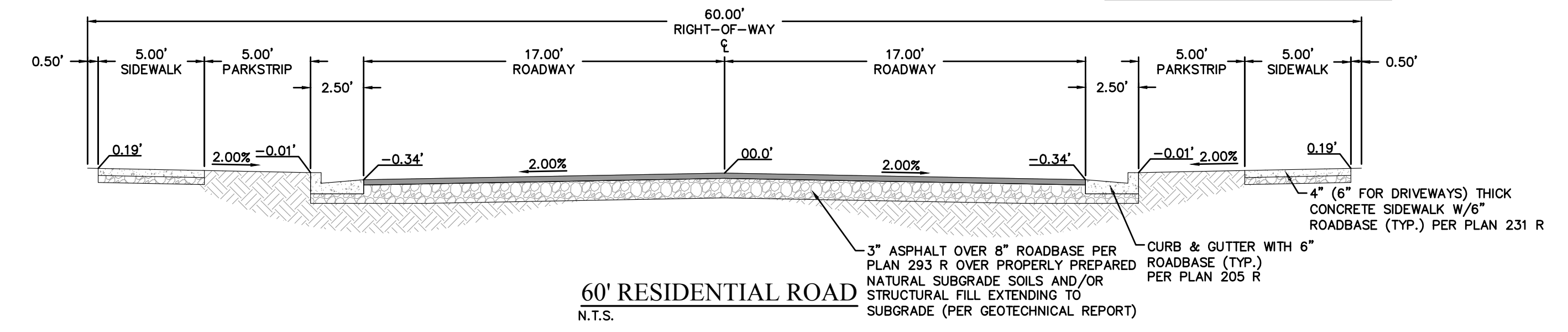
QUARTZ ROAD
 Scale: 1"=20'
 Date: 02/14/17
 Job #: 16-057
 Sheet: **PP03**



COPPER CANYON PHASE 5
 TOOELE, UTAH
300 WEST

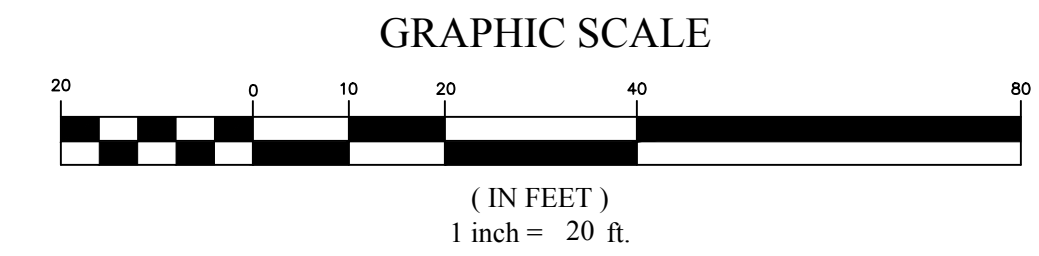


300 WEST PLAN



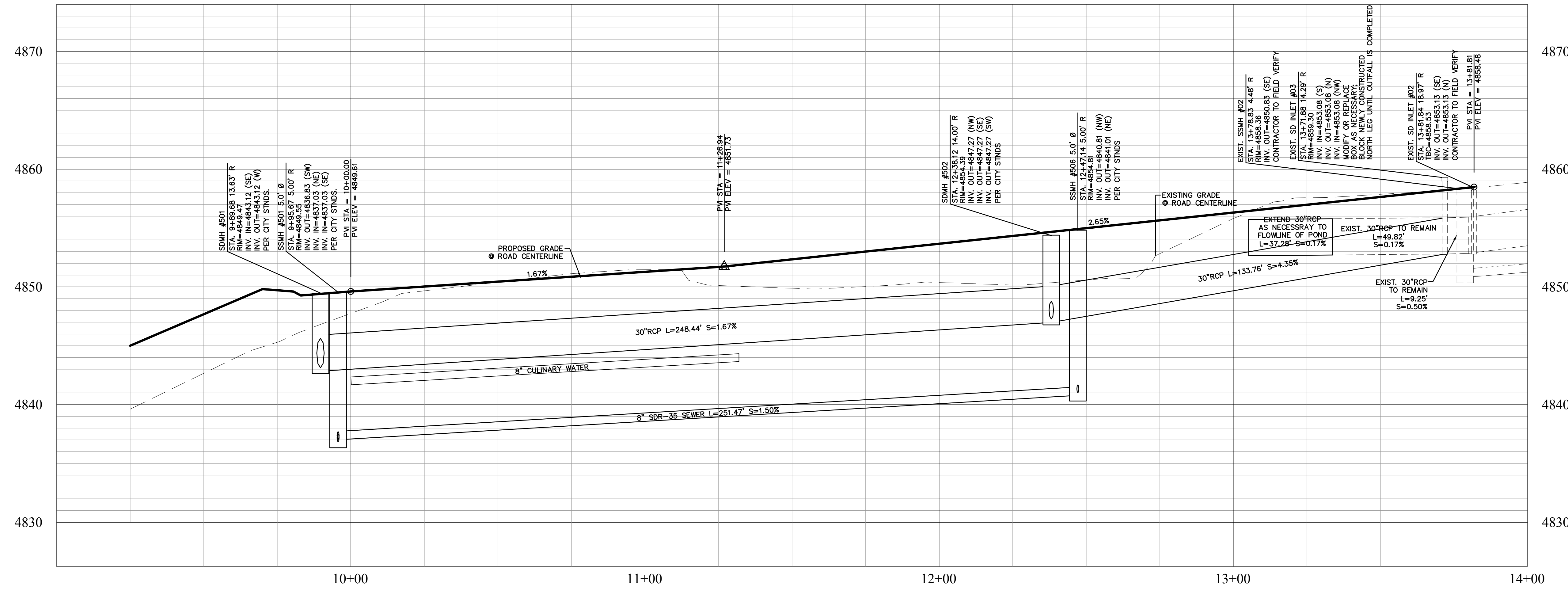
Curve Table

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	63.62'	40.50'	90°00'00"	40.50'	N72°42'21"W	57.28'
C2	62.83'	40.00'	90°00'00"	40.00'	S17°17'39"W	56.57'

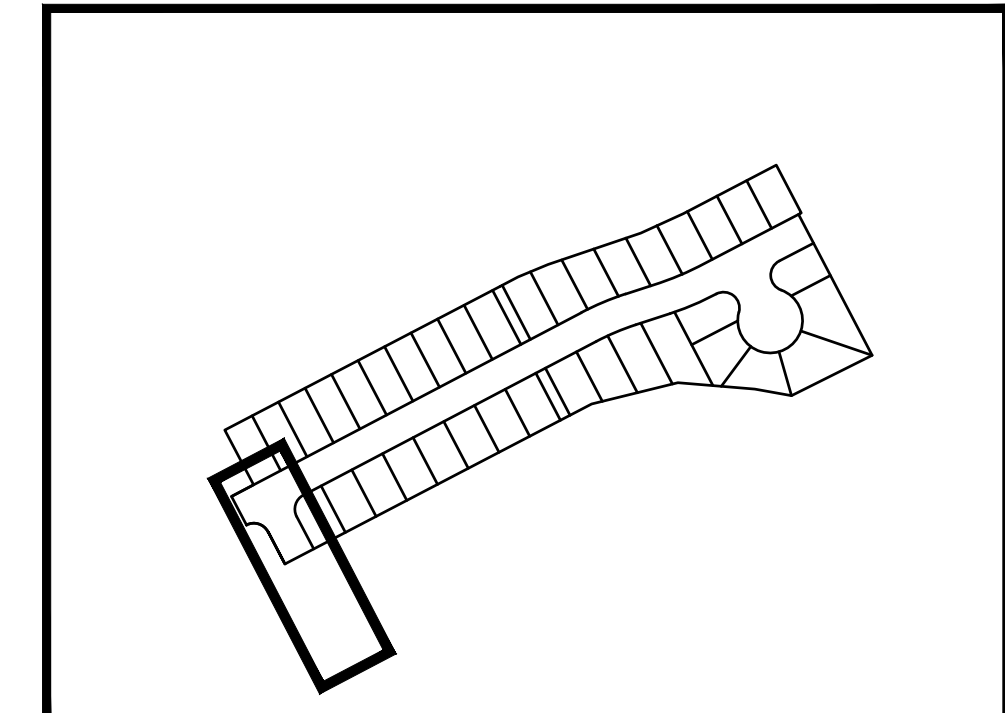


LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- 15 SD 15' STORM DRAIN
- 8 SS 8" SANITARY SEWER
- 8 W 8" CULINARY WATER
- 8 SW 8" SECONDARY WATER
- XXXX CONTOUR MAJOR
- XXXX CONTOUR MINOR
- Ex SD EXIST. STORM DRAIN
- Ex SS EXIST. SANITARY SEWER
- Ex W EXIST. CULINARY WATER
- Ex SW EXIST. SECONDARY WATER
- XXXX EXIST. FENCE
- XXXX EXIST. CONTOUR MAJOR
- XXXX EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION



300 WEST PROFILE



KEY MAP

BENCHMARK
 BENCHMARK TC-30 AS PUBLISHED BY THE TOOELE COUNTY SURVEYOR
 FOOT EQUIVALENT ELEV: 4830.00
 DATUM: NAVD83
 LOCATED ON A BRASS DISK IN A PVC SLEEVE AT THE INTERSECTION OF 700 WEST AND ROGERS STREET



REVISION BLOCK

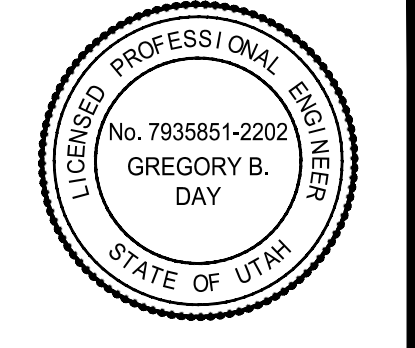
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300 WEST

Scale: 1"=20'
 Date: 02/14/17
 Sheet: PP04

Drawn: BP
 Job #: 16-057

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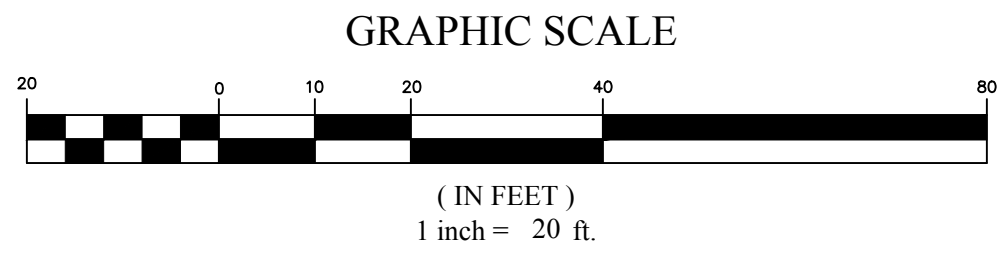


COPPER CANYON PHASE 5
TOOELE, UTAH
EBEN CIRCLE

REVISION BLOCK

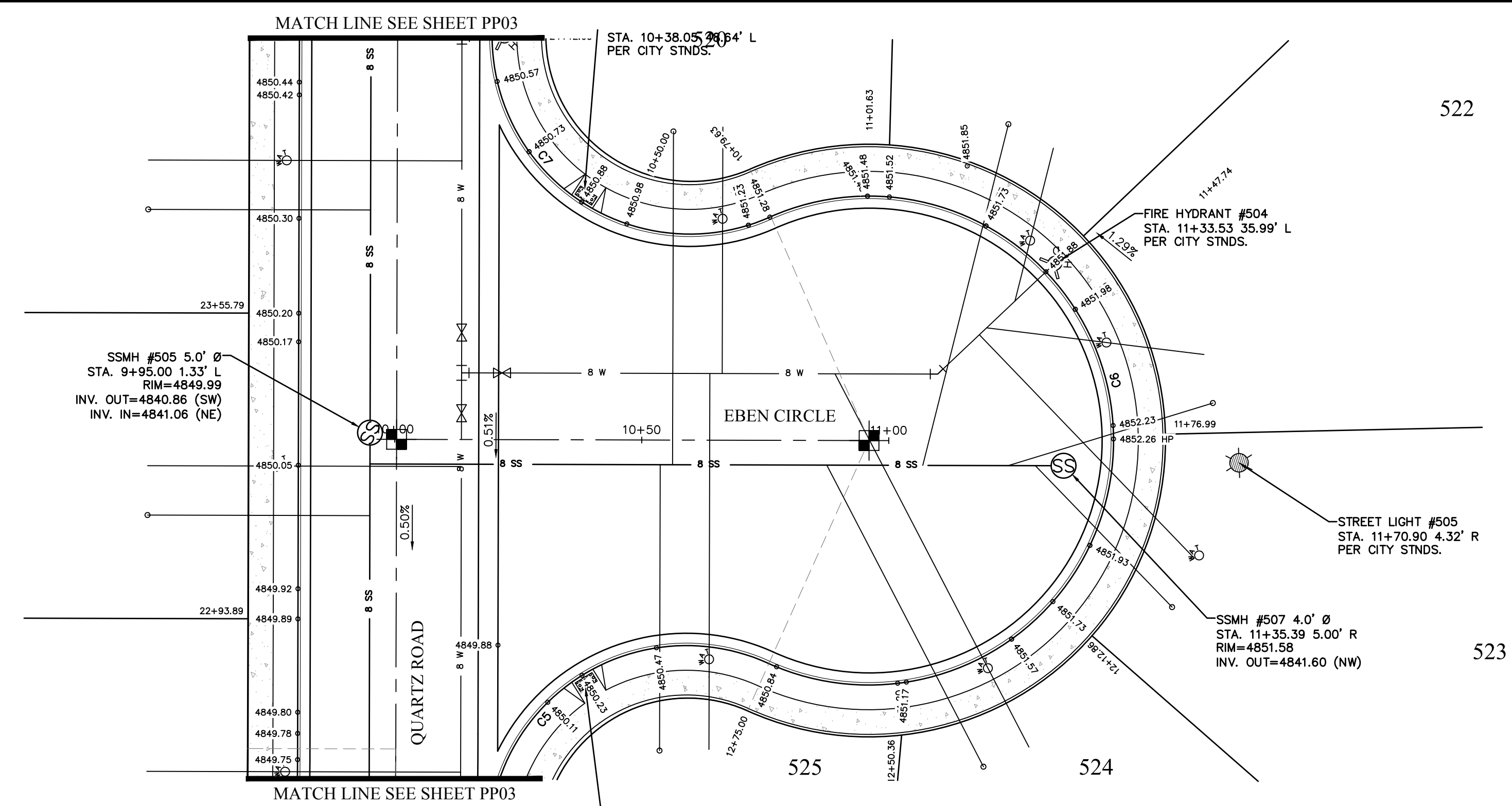
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EBEN CIRCLE
Scale: 1"=20'
Date: 02/14/17
Job #: 16-057
Sheet: PP05

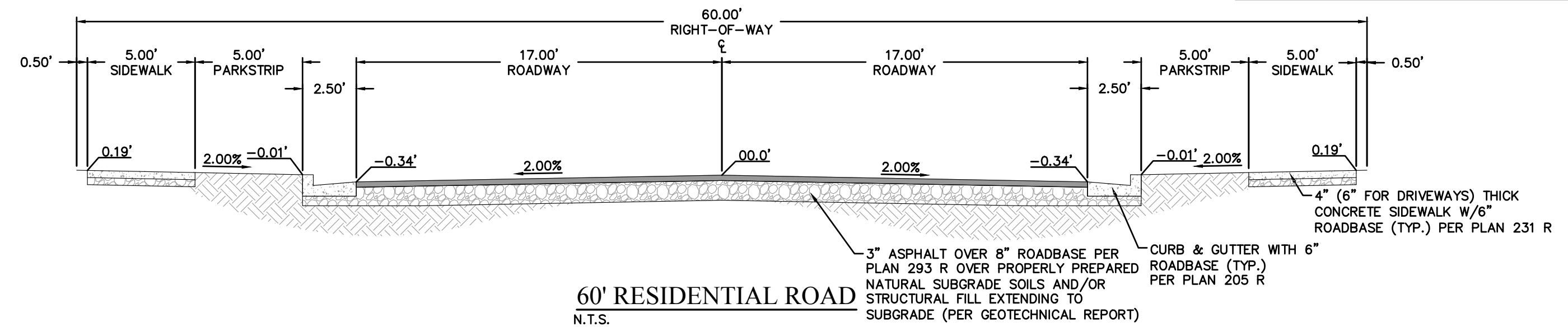


LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- 15 SD 15" STORM DRAIN
- 8 SS 8" SANITARY SEWER
- 8 W 8" CULINARY WATER
- 8 SW 8" SECONDARY WATER
- XXXX CONTOUR MAJOR
- XXXX CONTOUR MINOR
- EX SD EXIST. STORM DRAIN
- EX SS EXIST. SANITARY SEWER
- EX W EXIST. CULINARY WATER
- EX F EXIST. FENCE
- (XXXX) EXIST. CONTOUR MAJOR
- (XXXX) EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION



EBEN CIRCLE PLAN

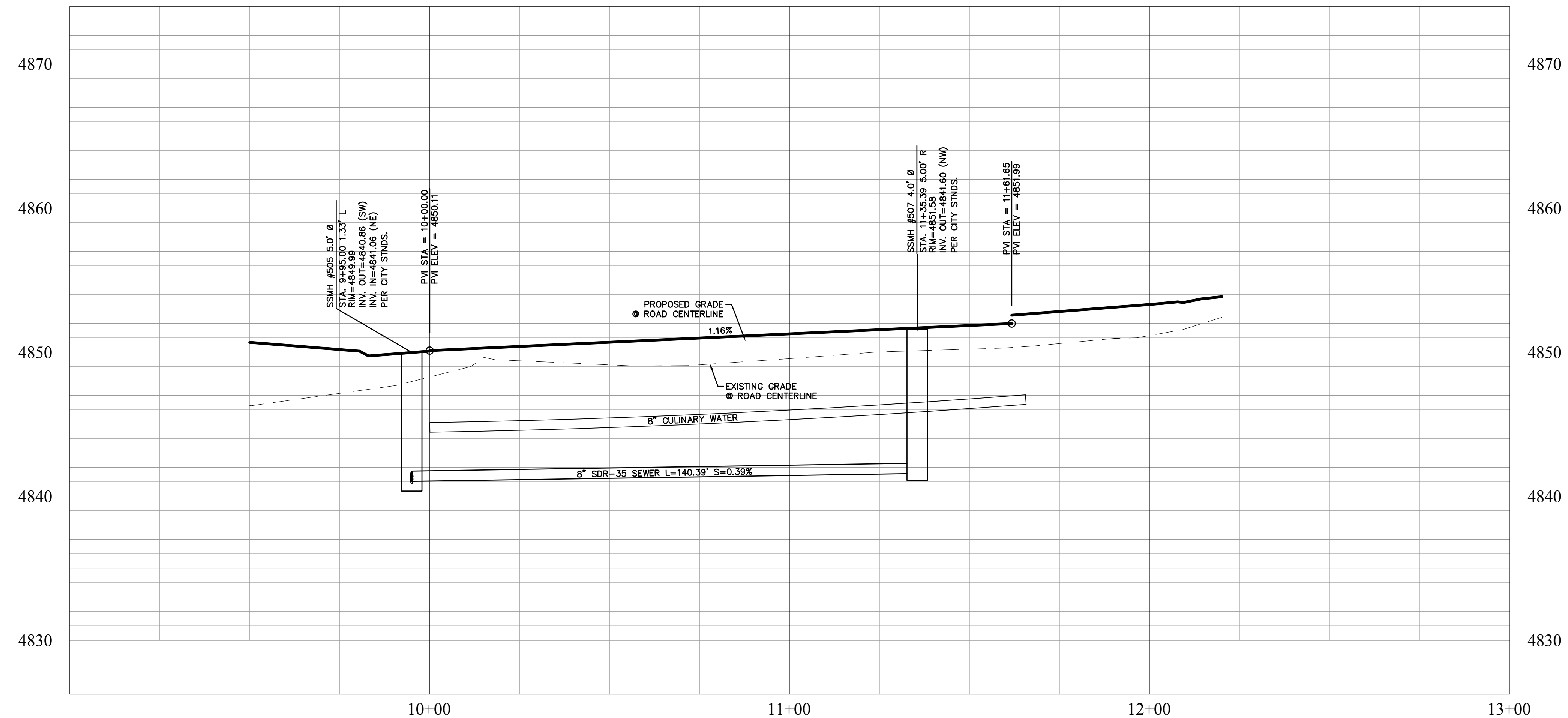


SEWER SERVICE TABLE

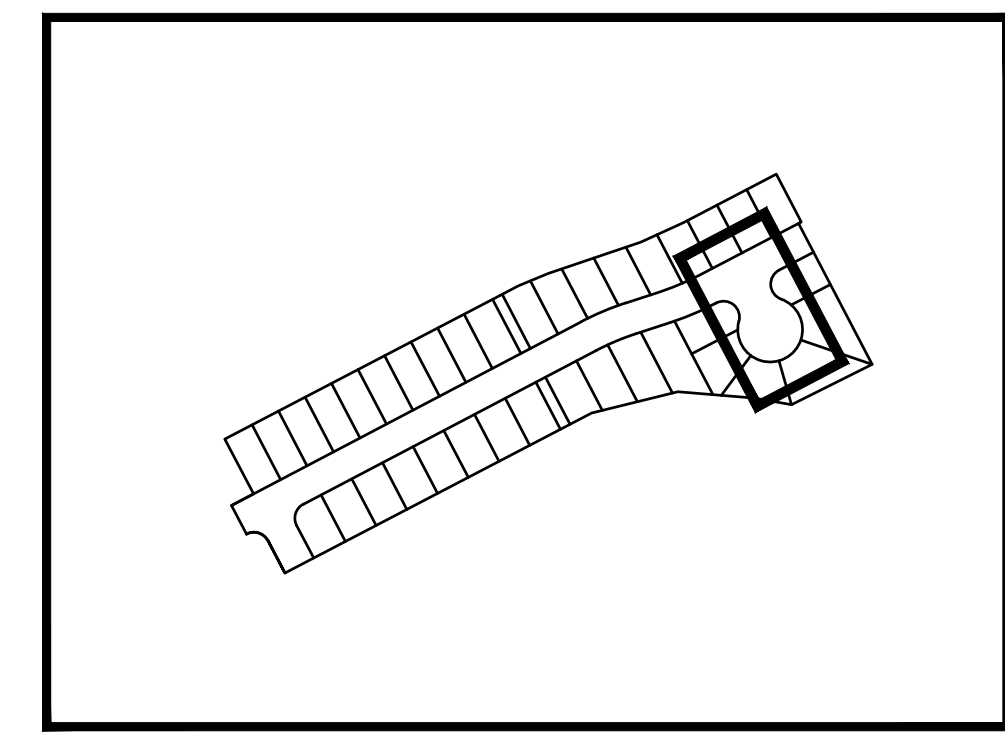
LOT #	STREET NAME	STATION	OFFSET
LOT 520 SS	EBEN CIRCLE	10+56.25	62.49 L
LOT 521 SS	EBEN CIRCLE	11+24.05	64.14 L
LOT 522 SS	EBEN CIRCLE	11+65.57	7.77 L
LOT 523 SS	EBEN CIRCLE	11+57.42	33.57 R
LOT 524 SS	EBEN CIRCLE	11+19.33	66.00 R
LOT 525 SS	EBEN CIRCLE	10+53.75	62.90 R

WATER METER TABLE

LOT #	STREET NAME	STATION	OFFSET	ELEVATION
LOT 520 WM	EBEN CIRCLE	10+66.25	44.83 L	4851.23
LOT 521 WM	EBEN CIRCLE	11+28.50	40.58 L	4851.87
LOT 522 WM	EBEN CIRCLE	11+44.01	19.98 L	4852.12
LOT 523 WM	EBEN CIRCLE	11+62.86	23.10 R	4852.47
LOT 524 WM	EBEN CIRCLE	11+20.18	46.04 R	4851.51
LOT 525 WM	EBEN CIRCLE	10+63.75	44.38 R	4850.68



EBEN CIRCLE PROFILE



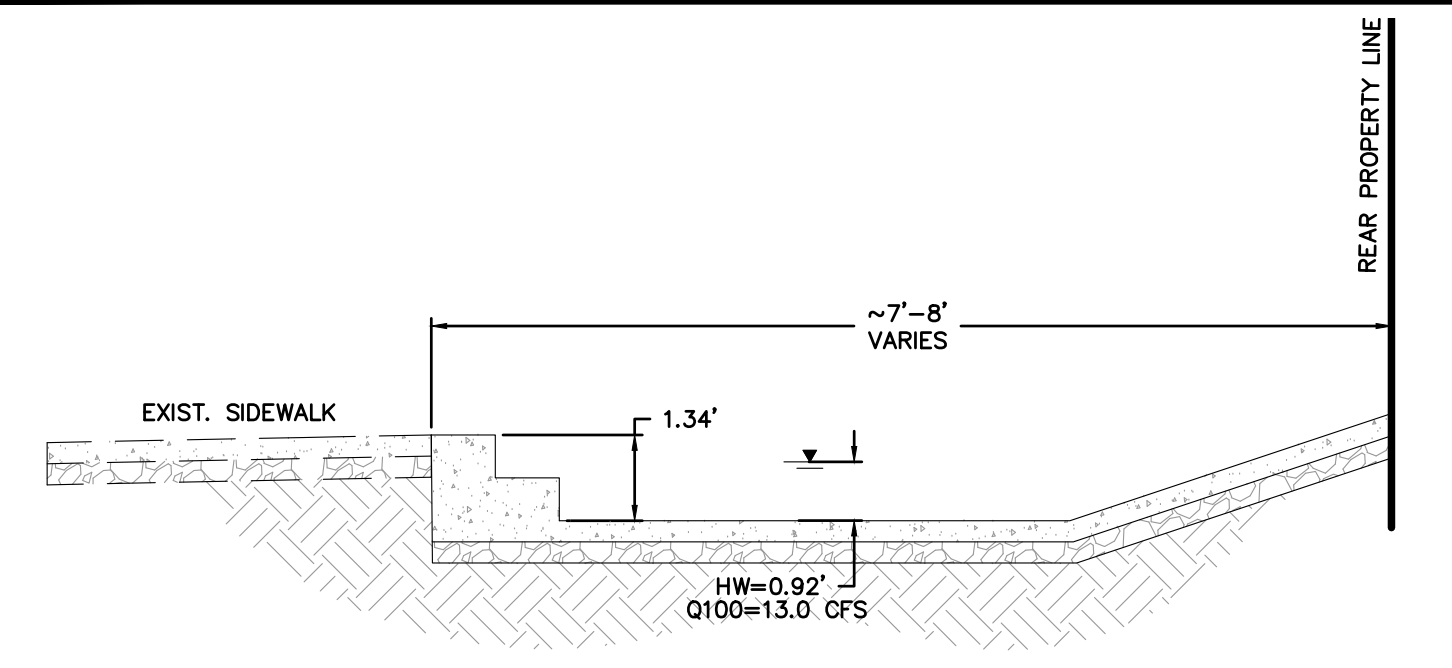
KEY MAP

Curve Table

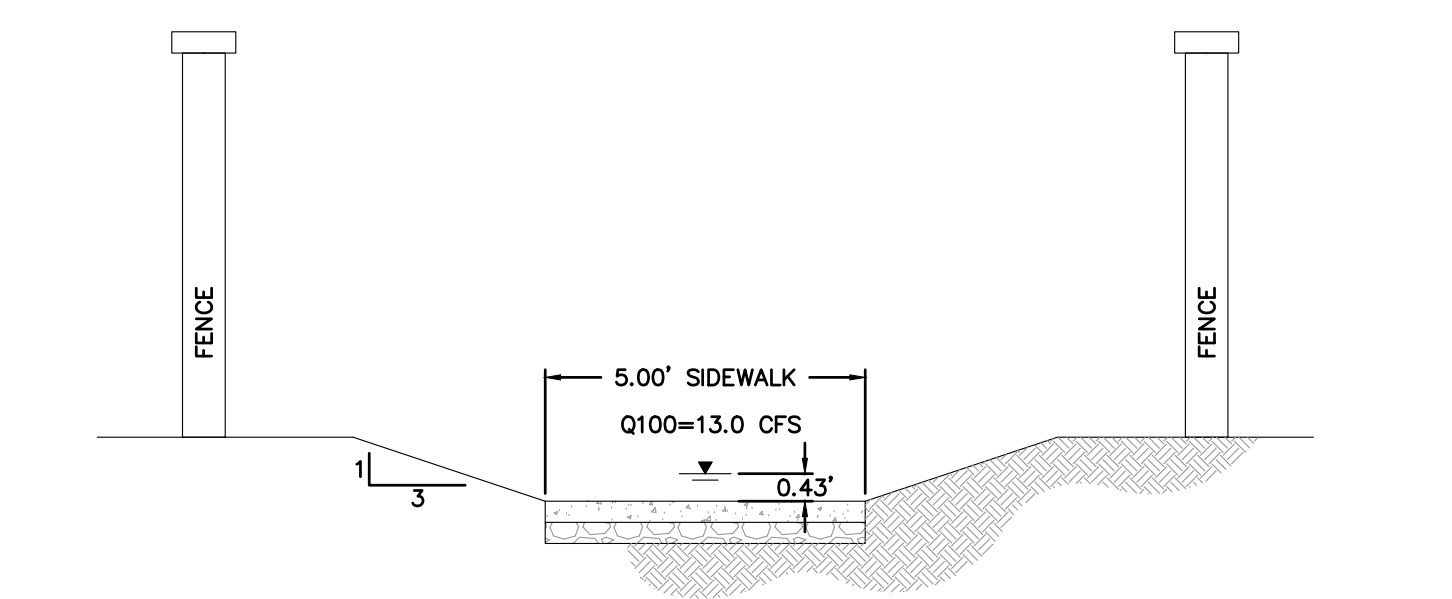
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD LENGTH
C5	78.56'	40.00'	112°32'00"	59.90'	N59°34'37"W	66.53'
C6	197.25'	49.50'	228°18'39"	110.37'	S62°32'03"W	90.33'
C7	79.63'	40.00'	114°04'05"	61.67'	S05°24'46"W	67.12'

BENCHMARK
BENCHMARK TC-30 AS PUBLISHED BY THE TOOELE COUNTY SURVEYOR
FOOT EQUIVALENT ELEV: 4830.00
DATUM: NAVD83
LOCATED ON A BRASS DISK IN A PVC SLEEVE AT THE INTERSECTION OF 700 WEST AND ROGERS STREET

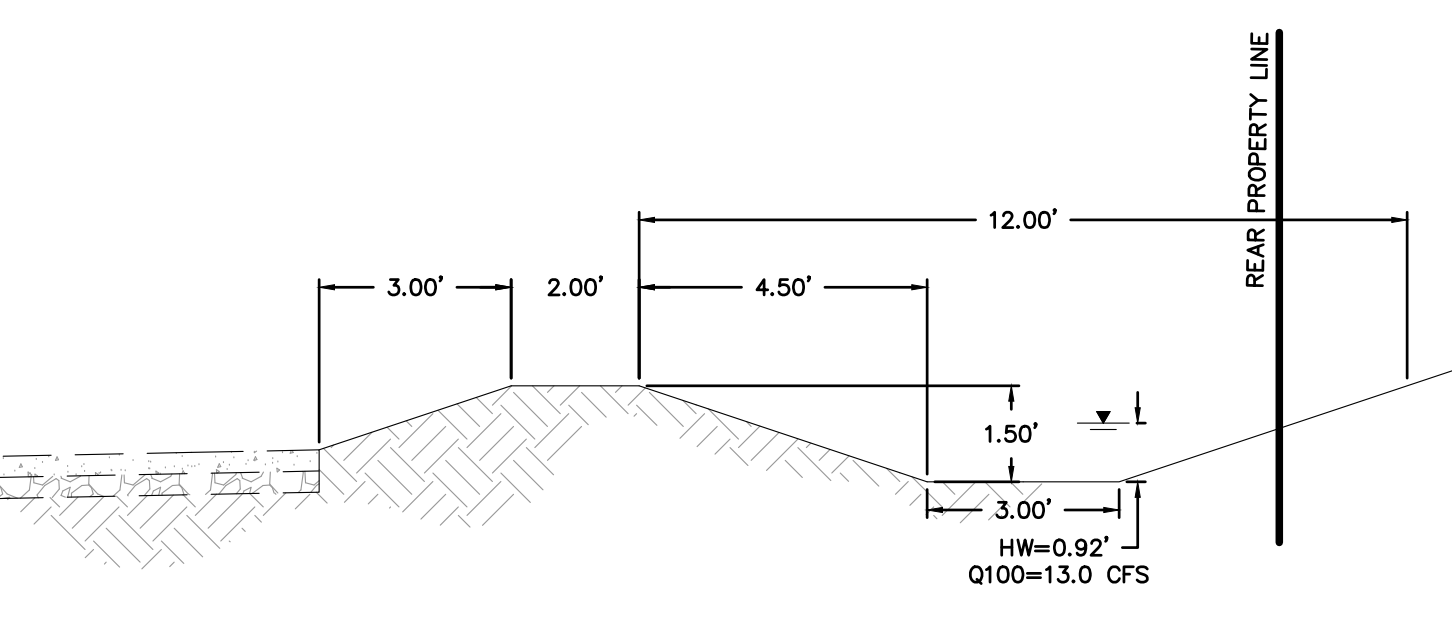




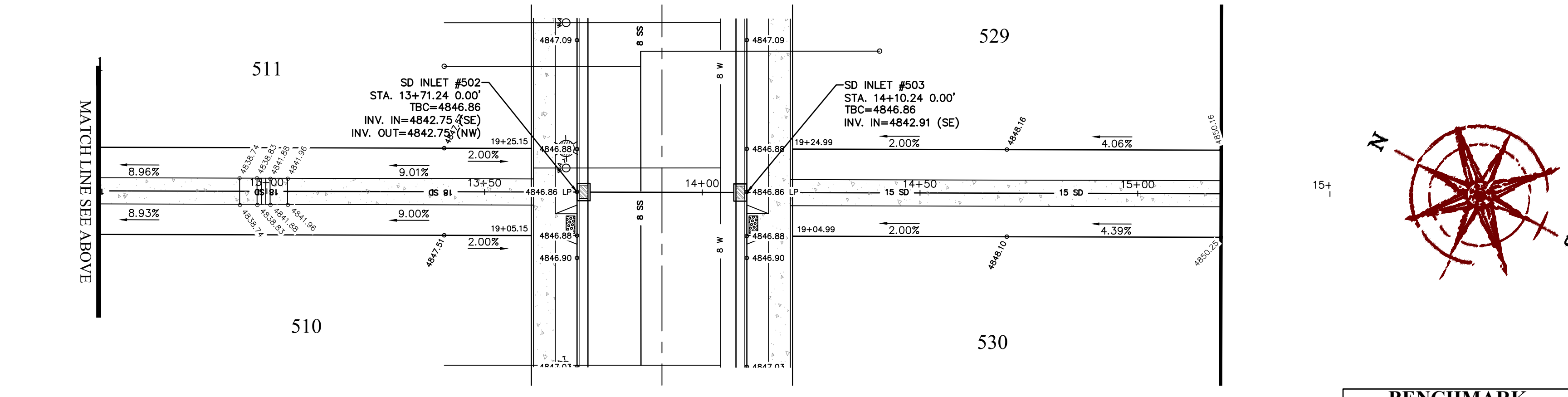
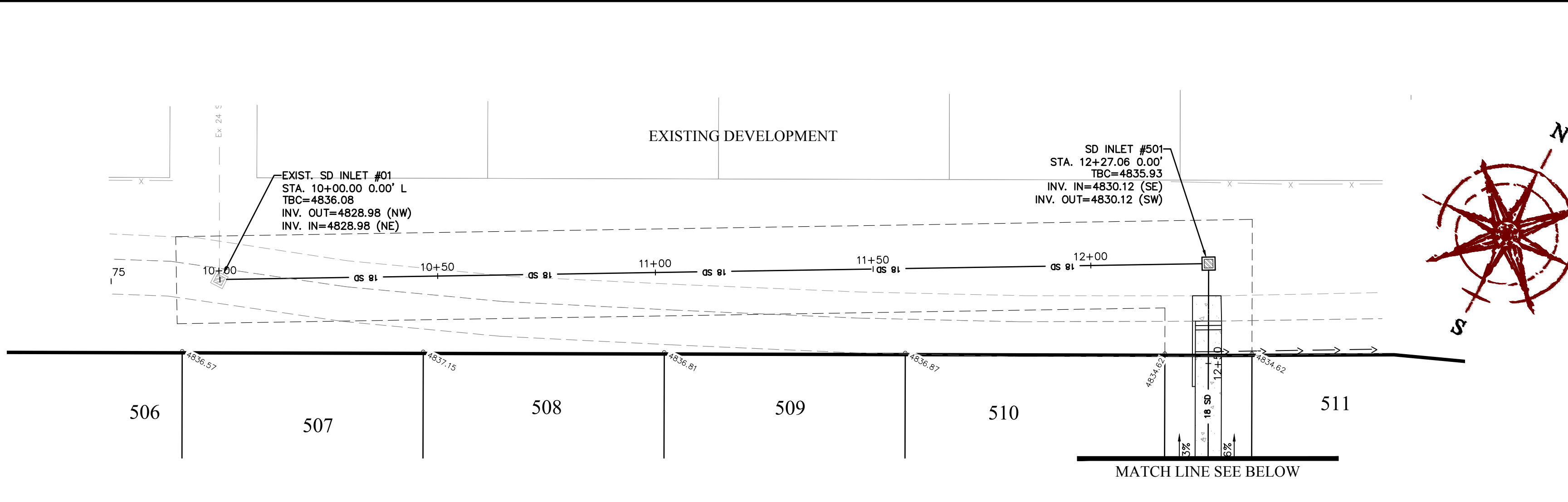
DRAINAGE/SIDWALK START SECTION
N.T.S.



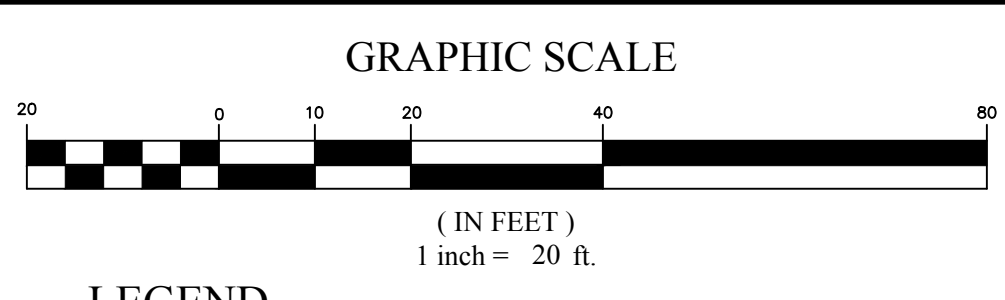
CONCRETE TRAIL SECTION
N.T.S.



DRAINAGE/BERM SWALE SECTION
N.T.S.



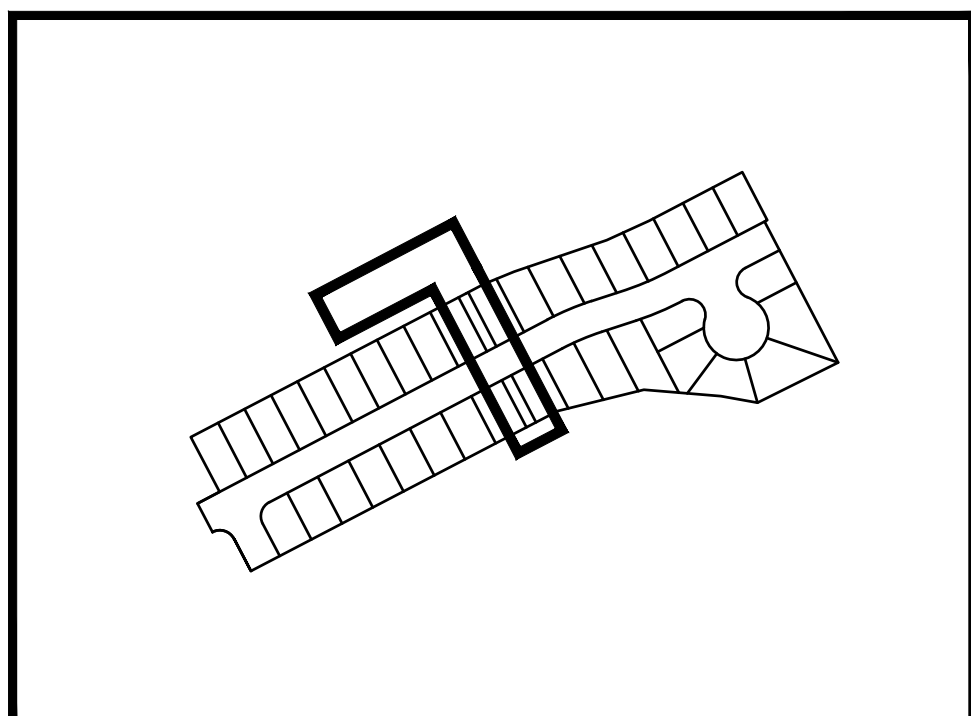
STORM DRAIN OUTFALL PLAN



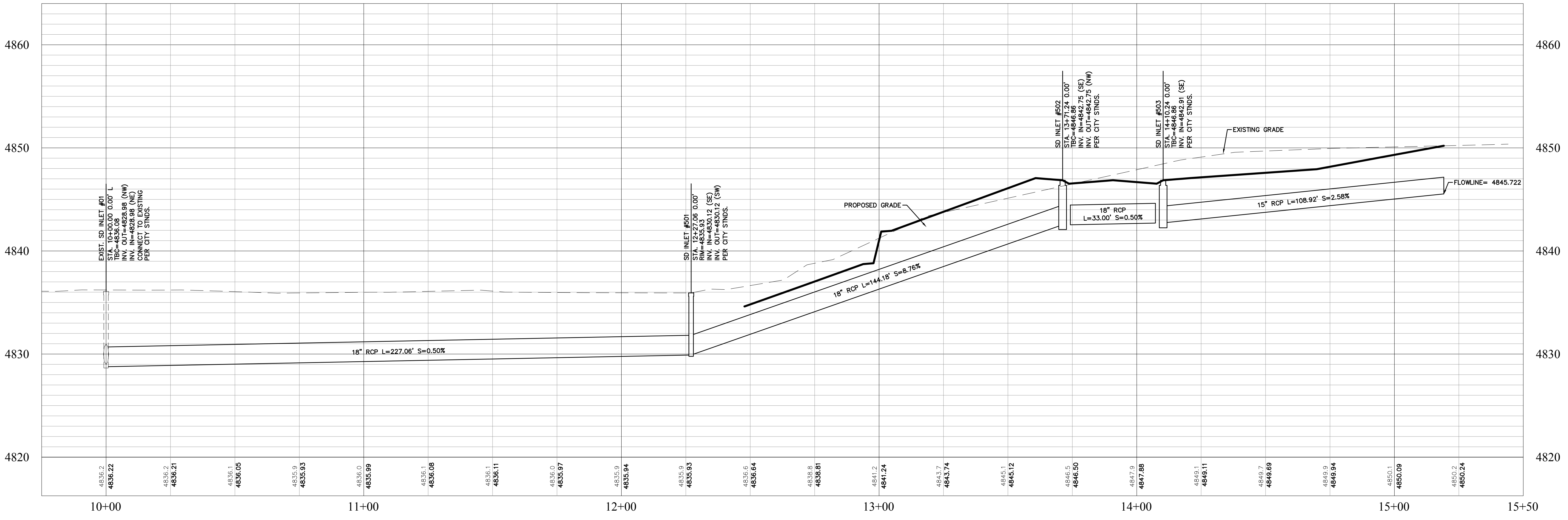
LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
---	15" SD
---	8" SS
---	8" W
---	8" SW
---	CONTOUR MAJOR
---	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
---	EXIST. FENCE
---	EXIST. CONTOUR MAJOR
---	EXIST. CONTOUR MINOR
---	SIGN
---	STREET LIGHT
---	SD MH, INLET, AND COMBO
---	SEWER MANHOLE
---	VALVE, TEE & BEND
---	WATER BLOW-OFF
---	FIRE HYDRANT
---	STREET MONUMENT (TO BE SET)
---	EXIST. STREET MONUMENT
---	EXIST. SD INLET & MH
---	EXIST. SEWER MH
---	EXIST. VALVE, TEE, & BEND
---	EXIST. FIRE HYDRANT
---	SPOT ELEVATION

BENCHMARK
BENCHMARK TC-30 AS PUBLISHED BY THE TOOELE COUNTY SURVEYOR
FOOT EQUIVALENT ELEV: 4830.00
DATUM: NAVD83
LOCATED ON A BRASS DISK IN A PVC SLEEVE AT THE INTERSECTION OF 700 WEST AND ROGERS STREET

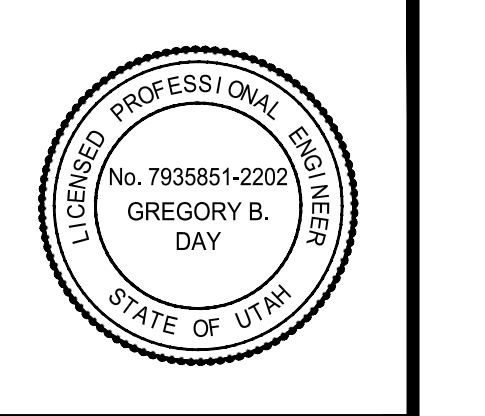


KEY MAP



STORM DRAIN OUTFALL PROFILE

FOCUS
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com



COPPER CANYON PHASE 5
TOOELE, UTAH
STORM DRAIN OUTFALL

REVISION BLOCK

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

STORM DRAIN OUTFALL

Scale: 1"=20'
Date: 02/14/17
Sheet: PP06

Drawn: BP
Job #: 16-057



Z:\2016\16-057\Copper Canyon Phase 5\Design\16-057\dwg\Sheet\PP06 - STORM DRAIN OUTFALL.dwg

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

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

City Council Members Present:

Chairwoman Debbie Winn
Scott Wardle
Dave McCall
Steve Pruden
Brad Pratt

City Employees Present:

Mayor Patrick Dunlavy
Glenn Caldwell, Finance Director
Jim Bolser, Director of Community Development and Public Works
Michelle Pitt, Recorder
Matt Johnson, Assistant City Attorney
Rachelle Custer, City Planner
Bucky Whitehouse, Fire Chief
Randy Sant, Economic Development and Redevelopment Agency Director

Minutes prepared by Michelle Pitt

1. Open Meeting

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

2. Roll Call

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

3. Discussion:

- WFRC Draft RPO Plan
Presented by Wayne Bennion

Mr. Bennion, from the Wasatch Front Regional Council, presented the Rural Planning Organization (RPO) plan and the Tooele Valley Long Range Transportation Plan Update. Mr. Bennion explained that the RPO has been around for over a decade. He felt that the RPO increases the amount of dialogue between county organizations and the Utah Transit Authority. Mr. Bennion said that having this plan in place allows for eligibility for funding, eventual completion, and shows a unified voice for the valley. He showed the Council the proposed timeline, with hopeful approval in the fall, after input from public officials and the public. Mr. Bennion reviewed the Tooele Draft Highway Phasing proposed for Phase 1: 2015-2024, and Phase 2: 2025-2040, the Draft Transit Plan, and the Draft ITS (Intelligent Transport Systems) Projects.

Mr. Bennion asked the Council if they had any concerns with the plan being released for public comment. The Council indicated that they did not have concerns with it going out to the public for comment.

- Catastrophic Wildfire Discussion
Presented by Chief Bucky Whitehouse

Chief Whitehouse presented the catastrophic wildfire destruction reduction strategy. With the property that the City owns, the City needs to consider a strategy. Chief Whitehouse said that in 2012-2016, significant events occurred during the wildfire seasons where wildfires were so large that municipalities could not afford to curb the fires themselves. They needed help from the state. In 2016 a law was put in place that directed the state forestry service to bring cities and counties online to create strategies.

Chief Whitehouse presented the Council with a Cooperative Agreement that would need to be signed by the City by July 1st. The City can either opt in or out of the plan. If the City opts in, and there is a wildfire in City boundaries, there will be an insurance agreement that the State will participate in the costs. Chief Whitehouse added that if the City experiences a fire where aircraft needs to be involved, costs escalate quickly. Chief Whitehouse felt that for the fire department, this was an important program to participate in. Tooele City has a risk and potential for a fire to escalate to the point where costs and the fire get out of control. If the City opts in, there is a commitment of about \$20,000 in-kind match per year to a community wildfire prevention program. Chief Whitehouse felt that the City was already doing enough to reach the \$20,000 per year in-kind match. The City just needed to do a thorough assessment of what was already being done.

Chief Whitehouse asked the Council to read the cooperative agreement and said that he would be back to follow up on the program.

Mayor Dunlavy added that the City spends about \$30,000 on weed reduction now. He felt it wouldn't be difficult to show the \$20,000 in-kind match.

- Resolution 2017-10 A Resolution of the Tooele City Council Approving a Contract with Rocky Mountain Recycling
Presented by Mayor Patrick Dunlavy

The Mayor said that the City asked Rocky Mountain Recycling for a contract for the curbside recycling program. They were slow in getting the contract to the City. Mayor Dunlavy said that nothing had changed from the \$0.25 per can per month figure discussed earlier.

- Ordinance 2017-04 An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-15 Regarding Secondhand Junk Dealers
Presented by Matt Johnson

Mr. Johnson said that in researching the Utah State Code, it was discovered that the City's Code regarding secondhand junk dealers was either duplicative or in conflict with the State Code. Mr. Johnson recommended to the Council that this section of the City Code be repealed.

- Ordinance 2017-05 An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-11 Regarding Private Police or Detectives
Presented by Matt Johnson

Mr. Johnson stated that this ordinance is similar to the prior item. The City's ordinance regarding private police or detectives is duplicative or in conflict with the State Code. City staff recommends it be repealed.

- Reimbursement of Subdivision Water Modeling Fees
Presented by Jim Bolser

Mr. Bolser said that the State adopted a code a couple of years ago requiring municipalities to perform water system modeling as part of the review process for new development. The City has a modeling system in place but have not been charging a fee for that as the necessity has been relatively infrequent. The City is getting to the point where development is picking up. Lots stock are beginning to run thin and numerous new developments are coming forth for approval. The proposed fees are based on the size of development and costs incurred by the City, and would be handled at the time of preliminary plat review.

- Additional Discussion Item

The Mayor said that the new developers involved in Green Meadows contacted him today asking if they need to abide by the stipulations placed on the prior developers. The prior stipulations required that the project be completed all at once, without any phasing. The new developers are asking if the project could be allowed to be phased in, instead of completed all at once. The Mayor went on to say that the new developers won't move

forward with the project if the Council is going to require the project to be done all at once.

Councilman Pratt said that with the changes the new developers made, and the type of subdivision they are proposing, it would be detrimental to require them to put it in all at once. Councilman Pruden said that a nearby subdivision, Loma Vista was allowed to phase. There were prior issues with the question of whether or not Green Meadows would be completed, but things have changed. Mr. Bolser said that City staff would like to see a plan for how the phasing is proposed before phasing is allowed. Councilman Pruden asked if the City could require developers to put in all the infrastructure in the beginning, and then phase in the rest. Mr. Bolser answered that that's where all the costs come in and believed that was the origin of the request to phase. Mr. Bolser reiterated that the City would like to see the plan before a decision is made. The Mayor indicated he would get a hold of the developers to let them know that they needed to submit a plan to the City.

4. Close Meeting to Discuss Litigation, Property Acquisition, and Personnel

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

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

The meeting closed at 5:48 p.m.

Randy Sant joined the meeting at 6:14 p.m.

At 6:28 p.m. the meeting moved to the personnel discussion. Staff was excused from the meeting for this portion of the meeting. Those in attendance were: Councilman McCall, Councilman Wardle, Councilman Pruden, Councilman Pratt, and Chairwoman Winn and Mayor Patrick Dunlavy.

No minutes were taken on these items.

5. Adjourn

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

The meeting adjourned at 6:35 p.m.

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

Approved this 15th day of March, 2017

Debra E. Winn, Tooele City Council Chair

DRAFT

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

Date: Wednesday, March 1, 2017
Time: 7:00 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:

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

City Employees Present:

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

Minutes prepared by Cami Cazier.

Chairwoman Winn called the meeting to order at 7:00 p.m. She welcomed Girl Scout Troop #2339.

Chairwoman Winn informed those present of a Tooele City Arts Council sponsored Concert Pianist on Monday, March 13th at 7:00 p.m. Tickets can be picked up at Tooele City Hall. The cost is 1 can of food per ticket to be donated to the local food bank.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Madison of Girl Scout Troop #2339.

2. Roll Call

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

3. Mayor's State of the City Address

Presented by Mayor Patrick Dunlavy

Please see Exhibit A at the end of these minutes.

4. Mayor's Youth Recognition Awards

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

Mayor Dunlavy expressed his gratitude to be able to honor some special young people and their accomplishments. As elected officials, it's a privilege every Council Meeting to recognize these students.

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

Ms. Peterson thanked the Mayor and those in attendance. Before giving out the awards, Ms. Peterson wished to explain the Communities that Care department and the programs offered through it. This department is a prevention department that gathers data within our city and community to see where our children and families are at the most risk. Some of the best programming has been implemented to help protect our youth and families so that they can thrive and be the best that they can. This department is evidence of the Mayor's and administration's concern for our youth and families.

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

The next program highlighted by Ms. Peterson is relatively new in our community. It's been implemented to help combat increasing depression symptoms, especially suicidality. The program is called QPR, or Question, Persuade, and Refer. In just 90 minutes, participants learn to recognize the risk factors and warning signs associated with suicide. A three-step skill is also taught to use with someone at risk. About 3,000 people have now been trained through this program. It has already saved lives and everyone is encouraged to sign up. This program can also be brought to an organization or group. The next public meeting will be held in April.

The last program highlighted is called Second Step. This program is an evidence-based prevention program that is in the schools, grades K-8. This program helps children develop skills such as empathy, how to combat bullying, and how to deal with anxiety and stress. One of the most important things they learn in the sixth grade is how to resist drugs and alcohol. They partner with the Police Department and have a fantastic officer that goes into the classrooms. Research shows that in order for kids to be really successful, they need to be recognized for the great things they do. The recipients of this award will be receiving backpacks that include donations and prizes from local agencies and business that want to congratulate and support

these students. There is also a copy of the narrative to be read by Ms. Peterson and a certificate signed by the Mayor.

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

- * Essie Gensaw, Northlake Elementary
- * Kayson Roberts, Overlake Elementary
- * Emlyn Lovell, Settlement Canyon Elementary
- * Autumn Garcia, Sterling Elementary
- * Maycee Hogan, Sterling Elementary
- * Jaxon Day, West Elementary

Mayor Dunlavy again emphasized that these students are truly amazing young people. He told the students to keep doing what they're doing. He thanked the parents and congratulated them on the wonderful job they're doing. He also thanked the grandparents and other family members involved in supporting these youth.

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

5. Public Comment Period

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

Kara Shuemaker came forward. She is the Leader of Girl Scout Troop #2339. They are working on their Government badges, and through their attendance at tonight's meeting they hope to better understand the Government process within our City. While some people think of Girl Scouts as just selling cookies, earning badges, campfires, and friendship bracelets, Girl Scouts are so much more. They are ground-breakers, great thinkers, and role models. They design robots, start garage bands, improve their communities, and sell the *best* cookies on the planet. A Girl Scout is also a girl; she is a go-getter, bold, honest, and determined to succeed. She is a lifelong learner who believes no challenge is too difficult. She is an innovator; thinking outside the box is her specialty so she's always looking for creative ways to take action. She definitely knows how to get things done. She is a risk-taker and is courageous and strong. She is keen to trying new things and embracing the unfamiliar. She is ready to step up and break the mold, if that's what it takes. She is a leader, confident, responsible, and committed to changing the world for the better. She's happiest when others join in to follow her lead. These are the traits that define Girl Scouts.

March 5th through the 13th is Girl Scout Week. This launches the Lead Like a Girl Scout campaign. During the week, Girl Scouts across the country will be meeting with females in leadership roles. They will learn about these women, how they got to where they are now, how their lives have impacted their communities, and what education they had to complete to get to where they are. 2017 marks the 100th anniversary of Girl Scouts selling cookies. Cookie proceeds help girls do so much more. They learn to set and reach goals, how to be courageous

and confident, and build strong moral and ethical characteristics that are needed to be great leaders. Cookie profits help them serve their community, participate in STEM programs and other events, go camping, and learn to be tomorrow's leaders.

Ms. Shuemaker encouraged everyone to help spread awareness of Girl Scouts and the amazing things they do every day.

Chairwoman Winn remarked that it was an honor to have the Girl Scouts in attendance to learn about the government process. She expressed her gratitude for everything they do for our community.

Ms. Shuemaker requested a picture of the Girl Scouts with the City Council and Mayor.

In honor of the Girl Scouts 100th anniversary in selling cookies, Chairwoman Winn presented Ms. Shuemaker with \$100 to purchase cookies from them. The Girl Scouts distributed the cookies to the Council and audience.

Chairwoman Winn closed the public comment period at 7:45 p.m.

6. Resolution 2017 – 10 A Resolution of the Tooele City Council Approving a Contract with Rocky Mountain Recycling

Presented by Mayor Patrick Dunlavy

Tooele City is now in the recycling business and has been for about a month. The contract with Rocky Mountain Recycling has been received, reviewed, and revised. The final agreement is now ready for City Council approval.

Councilman Pratt moved to approve Resolution 2017 – 10. Councilman Pruden seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye."

7. Ordinance 2017 - 04 An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-15 Regarding Secondhand and Junk Dealers

Presented by Matt Johnson

The City Attorney's Office has been watchful of any changes or updates that need to be made to the City Code. It recently came to their attention that Chapter 5-15 of the City Code may overlap with the State Code regarding Secondhand and Junk Dealers. Upon further research, it was found to indeed be the case. The State Code preempts the City Code. Therefore, it is recommended that this section of the City Code be repealed.

Councilman Wardle moved to approve Ordinance 2017 - 04. Councilman McCall seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye."

8. Ordinance 2017 - 05 An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-11 Regarding Private Police or Detectives

Presented by Matt Johnson

This is also a section of the City Code that was found to overlap with the State Code. The State Code has more extensive licensing provisions and preempts the City Code. It is recommended that this section of the City Code be repealed.

Councilman Pruden moved to approve Ordinance 2017 - 05. Councilman Pratt seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye."

9. Minutes: Feb. 15, 2017

Councilman Wardle stated that he came into the Work Session meeting late, however, he has reviewed those minutes and listened to the recording.

Councilman McCall moved to adopt the minutes for the meetings held on Feb. 15, 2017 as presented. Councilman Pruden seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," and Chairwoman Winn, "Aye."

10. Invoices

Presented by Michelle Pitt

There were no invoices to present.

11. Adjourn

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

The meeting adjourned at 7:51 p.m.

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

Approved this 15th day of March, 2017

Debbie Winn, Tooele City Council Chair

2017 State of the City Address by Mayor Patrick Dunlavy

“Madam Chairman, members of the council, and citizens of the “Greatest City in Utah”, I appreciate the opportunity to share my thoughts with you concerning our beautiful City. As I began my 12th year as your Mayor, I took a look back to the beginning. Twelve years ago my administration inherited two significant lawsuits, Tooele Associates and the litigation brought by Grantsville City – significant challenges to say the least. Those became my major focus as they both were draining the city of much needed revenues. My goal was to bring them to an end. I learned a great deal about not only the cost of lawsuits, but having to endure the tremendous frustration with the legal system. With the cooperative efforts of Mayor Brent Marshall and the Grantsville and Tooele City Councils, the Grantsville case was settled. After too many years, the Tooele Associates case was brought to a negotiated conclusion. While the goal was accomplished, there were no victories, there never are when lawsuits are brought.

During and since that time we have accomplished much: the 1000 North highway was completed, a new state of the art Water and Wastewater treatment plant was constructed, millions of dollars have been spent on improving our roads, water and wastewater distribution lines have been replaced and upgraded, 3 new culinary water wells have been developed, and a new water distribution line was put in place that allows us to move water to any area of the city, something that was not possible before. Skyline Nature Park was completed, large areas of the southeast bench property were put in a conservation district so it can be preserved forever, and very important usable, enjoyable, additions to our parks have been added. These things, along with many others, have allowed us to become the special City we are.

Finances have been challenging. We have been praised by our independent auditors for our outstanding record on managing your money. The day will come when Tooele City will need additional tax revenue to keep up with our ability to provide services. While it is not the desirable thing to do, with growth and costs going up, it will be necessary. One of the things I mentioned in my first State of the City Address is I would not raise your taxes and I haven't and I won't. When you put your citizens first, live within your means, and manage their tax money, raising taxes is a last resort not the first. We are currently working on an additional culinary water well. Work has been completed on designing the expansion of England Acres Park. We have purchased property to accommodate a new fire station and police buildings; unfortunately, having to deal with the lawsuits and the millions of dollars they have cost defending the City, has put those two very important construction projects of hold. Continuing to replace water and wastewater utilities and road projects will go on. The work of creating new jobs by attracting new business is worked on daily, the competition is tough, but we've had success and we'll continue to be successful. I've talked about a new retail center at Main Street and 1000 North, that work continues, I feel optimistic that it will become a reality.

I'm very proud of where we are today. We have by far the best library anywhere with a very special Director, Jami Carter, and staff. The police led by Chief Ron Kirby and firemen led by Chief Bucky Whitehouse are the best anywhere. I'm extremely grateful to them and for them every day. I express my gratitude to the employees in all the departments and in every job in the

City, they are hardworking wonderful people. I want to recognize the rest of my staff, Public Works and Community Development Director Jim Bolser, City Engineer Paul Hansen, City Recorder Michelle Pitt,

Parks and Recreation Director Brian Roth, City Finance Director Glenn Caldwell, City Attorney Roger Baker, Human Resource Director Kami Perkins and Administrative Assistant and Assistant to the Redevelopment Agency Shilo Baker, along with Randy Sant Tooele City's Economic Development Director. I will never be able to thank each of them enough for their excellent work and tremendous support every day. The successes we've had, and will have, are due to them.

The state of this very special City is strong and getting stronger. We've become an example of professionalism, of a knowledgeable, educated team of leaders in public service. The policies and laws of the City are efficient guides on how a community should be operating. They make our City better every day. We work very hard creating job opportunities and bringing in new businesses. Most importantly, bringing about a quality of life everyone can enjoy and be proud to be a part of. That's what a real City is. We serve for the betterment of our residents and their families. Thanks to the members of the City Council. I'm grateful for their service and dedication.

I'm very grateful, and will be forever grateful, and express my love to my wife Pam, my daughters Kenzie and Lisa and my sons Patrick and Kasey, to their wonderful husbands and wives, and the greatest, most fun grandchildren a Grandpa could ever dream of.

Thank you for the wonderful opportunity to serve as your Mayor, in the only place I would ever want to live and raise my family. Twelve years ago I ran my first election on the phrase, "Tooele City the Greatest City in Utah", I truly believe it is. Thank you."