

**PUBLIC NOTICE**

Notice is hereby given that the Tooele City Council, and the Tooele City Redevelopment Agency will meet in a Work Session, on Wednesday, August 16, 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:**

- **Ordinance on In-Fill Lots**
- **Resolution 2017-30 A Resolution of the Tooele City Council Authorizing the Mayor to Sign a Contract with Paul Hansen Associates, L.L.C. for City Engineering Services  
Presented by Mayor Patrick Dunlavy**
- **Resolution 2017-34 A Resolution of the Tooele City Council Approving a Lease-Purchase Agreement with TCF Equipment Finance for the Purchase of a Toro Greenmaster Triflex Hybrid 3320  
Presented by Brian Roth**
- **Resolution 2017-35 A Resolution of the Tooele City Council Appointing Travis Brady to the Administrative Control Board of the North Tooele City Special Service District  
Presented by Roger Baker**
- **Ordinance 2017-19 An Ordinance of Tooele City Amending Tooele City Code Chapter 5-6 Regarding Home Occupations.  
Presented by Roger Baker**
- **Resolution 2017-29 A Resolution of the Tooele City Council Approving an Easement for Rocky Mountain Power for an Electric Switch Gear Box at 900 West 894 South  
Presented by Paul Hansen**
- **RDA Resolution 2017-06 A Resolution of the Redevelopment Agency of Tooele City, Utah, Approving an Easement for Rocky Mountain Power for a New Distribution Line Near 700 South Street  
Presented by Paul Hansen**
- **Vista Linda Subdivision Preliminary Plan  
Presented by Jim Bolser**
- **Letter to Request Amendment to Settlement Agreement Gleneagle  
Presented by Jim Bolser**

**4. Close Meeting**

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

**5. Adjourn**

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

## TOOELE CITY CORPORATION

### ORDINANCE 2017-19

#### AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 5-6 REGARDING HOME OCCUPATIONS.

WHEREAS, Senate Bill 81 of the 2017 Utah general legislative session provides, in pertinent part, that “A municipality may not . . . charge a license fee for a home based business, unless the combined offsite impact of the home based business and the primary residential use **materially exceeds** the offsite impact of the primary residential use alone” [emphasis supplied] (see pertinent portions of SB81 attached as Exhibit A); and,

WHEREAS, Tooele City Code (TCC) Chapter 5-6 governs the business licensing of home based businesses, also known as home occupations (see current TCC Chapter 5-6 attached as Exhibit B); and,

WHEREAS, as approved in Tooele City Ordinance 2017-14 (June 7, 2017), TCC Section 7-1-5 defines a home occupation as “An accessory use consisting of a vocational activity conducted inside a dwelling unit or a structure accessory to a dwelling unit”; and,

WHEREAS, the land use aspects of home occupations are governed by TCC Title 7, including TCC Section 7-2-19 (Home Occupations) (see TCC Section 7-2-19 as amended by Ordinance 2017-14 attached as Exhibit C); and,

WHEREAS, TCC Section 7-2-19 (Home Occupations), TCC Chapter 8-4 (Abatement of Nuisances), and TCC Section 11-2-4 (Noises prohibited) already prohibit and restrict many higher-impact uses from being carried on in a dwelling unit as home occupations, both (1) directly by prohibition of specific uses (e.g., vehicle repair work, body and fender work, firewood sales, commercial stables, kennels, livestock, auctions, restaurants, nursing homes, funeral houses, welding, musical instruments instruction and practice consisting of more than two persons at a time) and (2) indirectly by the prohibition of nuisances and noises (see TCC Sections 8-4-3 and 11-2-4 attached as Exhibit D); and,

WHEREAS, the City Attorney and City Recorder are of the opinion that SB 81 creates impossible definitional burdens for municipalities, in that (1) it is not practicable to measure the impacts created by residential uses, individually or in the aggregate, as to any number of impacts (e.g., vehicle traffic, vehicle parking, pedestrian traffic, visitors to the dwelling, noise, vibration, light, etc.), and that (2) it is not practicable to measure the commercial impacts of home occupations, individually or in the aggregate, relative to the immeasurable residential impacts alone (see City Attorney email exchange attached as Exhibit E); and,

WHEREAS, by way of example, it is not practicable to measure whether the impact of a home occupation business of making and selling woodcrafts exceeds (let alone

“materially exceeds”) the impacts of a resident who is a woodcraft hobbyist and enthusiast; and,

WHEREAS, by way of another example, it is not practicable to measure whether the impact of a home occupation business of providing legal services preparing wills and estates exceeds (let alone “materially exceeds”) the impact of a resident who receives sales people, service people, delivery people, personal visitors, ecclesiastical visitors, babysitters, etc.; and,

WHEREAS, based on the above, the City Administrations recommended amendments to TCC Chapter 5-6 as shown in the attached Exhibit F; and,

WHEREAS, this ordinance is necessary for compliance with SB81:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that TCC Chapter 5-6 is hereby amended as shown in Exhibit G.

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)

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\_\_\_\_\_  
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\_\_\_\_\_

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

Pertinent Provisions of Senate Bill 81,  
2017 Utah General Legislative Session

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3  
4  
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6

LOCAL GOVERNMENT LICENSING AMENDMENTS

SB81

2017 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Jacob L. Anderegg

House Sponsor: Marc K. Roberts

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7 **LONG TITLE**

8 **General Description:**

9 This bill modifies provisions related to a municipality's or a county's authority to license  
10 a business.

11 **Highlighted Provisions:**

12 This bill:

- 13 ▶ amends provisions authorizing a municipality or a county to license a business;
- 14 ▶ prohibits a municipality or a county from requiring a license or charging a fee for  
15 certain home based businesses; and
- 16 ▶ makes technical and conforming changes.

17 **Money Appropriated in this Bill:**

18 None

19 **Other Special Clauses:**

20 None

21 **Utah Code Sections Affected:**

22 AMENDS:

23 10-1-203, as last amended by Laws of Utah 2016, Chapter 350

24 17-53-216, as last amended by Laws of Utah 2008, Chapter 250

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26 *Be it enacted by the Legislature of the state of Utah:*

27 Section 1. Section **10-1-203** is amended to read:

28 **10-1-203. License fees and taxes -- Application information to be transmitted to**  
29 **the county assessor.**

30 (1) As used in this section:

31 (a) "Business" means any enterprise carried on for the purpose of gain or economic  
32 profit, except that the acts of employees rendering services to employers are not included in  
33 this definition.

34 (b) "Telecommunications provider" means the same as that term is defined in Section  
35 10-1-402.

36 (c) "Telecommunications tax or fee" means the same as that term is defined in Section  
37 10-1-402.

38 (2) Except as provided in Subsections (3) through (5) and (7)(a), and subject to  
39 Subsection (7)(b), the legislative body of a municipality may license for the purpose of  
40 regulation [and revenue] any business within the limits of the municipality, [and] may regulate  
41 that business by ordinance, and may impose fees on businesses to recover the municipality's  
42 costs of regulation.

43 (3) (a) The legislative body of a municipality may raise revenue by levying and  
44 collecting a municipal energy sales or use tax as provided in Part 3, Municipal Energy Sales  
45 and Use Tax Act, except a municipality may not levy or collect a franchise tax or fee on an  
46 energy supplier other than the municipal energy sales and use tax provided in Part 3, Municipal  
47 Energy Sales and Use Tax Act.

48 (b) (i) Subsection (3)(a) does not affect the validity of a franchise agreement as defined  
49 in Subsection 10-1-303(6), that is in effect on July 1, 1997, or a future franchise.

50 (ii) A franchise agreement as defined in Subsection 10-1-303(6) in effect on January 1,  
51 1997, or a future franchise shall remain in full force and effect.

52 (c) A municipality that collects a contractual franchise fee pursuant to a franchise  
53 agreement as defined in Subsection 10-1-303(6) with an energy supplier that is in effect on July  
54 1, 1997, may continue to collect that fee as provided in Subsection 10-1-310(2).

55 (d) (i) Subject to the requirements of Subsection (3)(d)(ii), a franchise agreement as  
56 defined in Subsection 10-1-303(6) between a municipality and an energy supplier may contain  
57 a provision that:

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58 (A) requires the energy supplier by agreement to pay a contractual franchise fee that is  
59 otherwise prohibited under Part 3, Municipal Energy Sales and Use Tax Act; and

60 (B) imposes the contractual franchise fee on or after the day on which Part 3,  
61 Municipal Energy Sales and Use Tax Act is:

62 (I) repealed, invalidated, or the maximum allowable rate provided in Section 10-1-305  
63 is reduced; and

64 (II) [~~is~~] not superseded by a law imposing a substantially equivalent tax.

65 (ii) A municipality may not charge a contractual franchise fee under the provisions  
66 permitted by Subsection (3)(b)(i) unless the municipality charges an equal contractual franchise  
67 fee or a tax on all energy suppliers.

68 (4) (a) Subject to Subsection (4)(b), beginning July 1, 2004, the legislative body of a  
69 municipality may raise revenue by levying and providing for the collection of a municipal  
70 telecommunications license tax as provided in Part 4, Municipal Telecommunications License  
71 Tax Act.

72 (b) A municipality may not levy or collect a telecommunications tax or fee on a  
73 telecommunications provider except as provided in Part 4, Municipal Telecommunications  
74 License Tax Act.

75 (5) (a) (i) The legislative body of a municipality may by ordinance raise revenue by  
76 levying and collecting a license fee or tax on:

77 (A) a parking service business in an amount that is less than or equal to:

78 (I) \$1 per vehicle that parks at the parking service business; or

79 (II) 2% of the gross receipts of the parking service business;

80 (B) a public assembly or other related facility in an amount that is less than or equal to  
81 \$5 per ticket purchased from the public assembly or other related facility; and

82 (C) subject to the limitations of Subsections (5)(c) and (d):

83 (I) a business that causes disproportionate costs of municipal services; or

84 (II) a purchaser from a business for which the municipality provides an enhanced level  
85 of municipal services.

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86 (ii) Nothing in this Subsection (5)(a) may be construed to authorize a municipality to  
87 levy or collect a license fee or tax on a public assembly or other related facility owned and  
88 operated by another political subdivision other than a community reinvestment agency without  
89 the written consent of the other political subdivision.

90 (b) As used in this Subsection (5):

91 (i) "Municipal services" includes:

92 (A) public utilities; and

93 (B) services for:

94 (I) police;

95 (II) fire;

96 (III) storm water runoff;

97 (IV) traffic control;

98 (V) parking;

99 (VI) transportation;

100 (VII) beautification; or

101 (VIII) snow removal.

102 (ii) "Parking service business" means a business:

103 (A) that primarily provides off-street parking services for a public facility that is  
104 wholly or partially funded by public money;

105 (B) that provides parking for one or more vehicles; and

106 (C) that charges a fee for parking.

107 (iii) "Public assembly or other related facility" means an assembly facility that:

108 (A) is wholly or partially funded by public money;

109 (B) is operated by a business; and

110 (C) requires a person attending an event at the assembly facility to purchase a ticket.



111 (c) (i) Before the legislative body of a municipality imposes a license fee on a business  
112 that causes disproportionate costs of municipal services under Subsection (5)(a)(i)(C)(I), the  
113 legislative body of the municipality shall adopt an ordinance defining for purposes of the tax

114 under Subsection (5)(a)(i)(C)(I):

115 (A) the costs that constitute disproportionate costs; and

116 (B) the amounts that are reasonably related to the costs of the municipal services  
117 provided by the municipality.

118 (ii) The amount of a fee under Subsection (5)(a)(i)(C)(I) shall be reasonably related to  
119 the costs of the municipal services provided by the municipality.

120 (d) (i) Before the legislative body of a municipality imposes a license fee on a  
121 purchaser from a business for which it provides an enhanced level of municipal services under  
122 Subsection (5)(a)(i)(C)(II), the legislative body of the municipality shall adopt an ordinance  
123 defining for purposes of the fee under Subsection (5)(a)(i)(C)(II):

124 (A) the level of municipal services that constitutes the basic level of municipal services  
125 in the municipality; and

126 (B) the amounts that are reasonably related to the costs of providing an enhanced level  
127 of municipal services in the municipality.

128 (ii) The amount of a fee under Subsection (5)(a)(i)(C)(II) shall be reasonably related to  
129 the costs of providing an enhanced level of the municipal services.

130 (6) All license fees and taxes shall be uniform in respect to the class upon which they  
131 are imposed.

132 (7) A municipality may not:

133 (a) require a license or permit for a business that is operated:

134 (i) only occasionally; and

135 (ii) by an individual who is under 18 years of age; or

136 (b) charge a license fee for a home based business, unless the combined offsite impact  
137 of the home based business and the primary residential use materially exceeds the offsite  
138 impact of the primary residential use alone.

139 [(7)] (8) The municipality shall transmit the information from each approved business  
140 license application to the county assessor within 60 days following the approval of the  
141 application.

142 [(8)] (9) If challenged in court, an ordinance enacted by a municipality before January  
143 1, 1994, imposing a business license fee on rental dwellings under this section shall be upheld  
144 unless the business license fee is found to impose an unreasonable burden on the fee payer.

145 Section 2. Section 17-53-216 is amended to read:

146 **17-53-216. Business license fees and taxes -- Application information to be**  
147 **transmitted to the county assessor.**

148 (1) ~~For the purpose of this section, "business"~~ As used in this section, "business"  
149 means any enterprise carried on for the purpose of gain or economic profit, except that the acts  
150 of employees rendering services to employers are not included in this definition.

151 (2) ~~The~~ Except as provided in Subsection (4)(a), and subject to Subsection (4)(b), the  
152 legislative body of a county may by ordinance provide for the licensing of businesses within  
153 the unincorporated areas of the county for the purpose of regulation ~~and revenue~~, and may  
154 impose fees on businesses to recover the county's costs of regulation.

155 (3) All license fees and taxes shall be uniform in respect to the class upon which they  
156 are imposed.

157 (4) A county may not:

158 (a) require a license or permit for a business that is operated:

159 (i) only occasionally; and

160 (ii) by an individual who is under 18 years of age; or

161 (b) charge a license fee for a home based business unless the combined offsite impact  
162 of the home based business and the primary residential use materially exceeds the offsite  
163 impact of the primary residential use alone.

164 [(4)] (5) The county business licensing agency shall transmit the information from each  
165 approved business license application to the county assessor within 60 days following the  
166 approval of the application.

167 [(5)] (6) This section may not be construed to enhance, diminish, or otherwise alter the  
168 taxing power of counties existing prior to the effective date of Laws of Utah 1988, Chapter  
169 144.

## Exhibit B

Current TCC Chapter 5-6

## CHAPTER 6. HOME OCCUPATIONS

### 5-6-1. Definitions.

### 5-6-2. License required - Display.

### 5-6-3. Procedure.

### 5-6-4. License fees.

### 5-6-5. Inspections.

### 5-6-6. Zoning requirement.

### 5-6-7. Violation a misdemeanor.

### 5-6-1. Definitions.

The term "home occupation" shall have the meaning contained in Section 7-1-5 (Definitions) of this Code.

(Ord. 2012-36, 12-05-12); (Ord. 1983-22, 12-07-83)

### 5-6-2. License required - Display.

It shall be unlawful for any person to engage in a home occupation without first securing a business license therefor. The licensee shall conspicuously display such license in the licensed place of business so that the same is plainly visible to the public.

(Ord. 2012-36, 12-05-12); (Ord. 1983-22, 12-07-83)

### 5-6-3. Procedure.

Applicants for a license required by this Section shall comply with the provisions of Chapter 5-1 (General Provisions).

(Ord. 2012-36, 12-05-12); (Ord. 1987-24, 01-02-88); (Ord. 1983-22, 12-07-83)

### 5-6-4. License fees.

License fees for licenses issued pursuant to this Chapter shall be the same as set forth in Section 5-1-10 (License fees).

(Ord. 2012-36, 12-05-12); (Ord. 1983-22, 12-07-83)

### 5-6-5. Inspections.

The City reserves the right to inspect any premises licensed or applied to be licensed for home occupation for the purpose of protecting the public health, safety, morals, and welfare, but does not require all such premises to be inspected.

(Ord. 2012-36, 12-05-12); (Ord. 1983-22, 12-07-83)

### 5-6-6. Zoning requirement.

Home occupations shall comply with all land use regulations set forth in Title 7 of the Tooele City Code.

(Ord. 2012-36, 12-05-12); (Ord. 1987-24, 01-02-88); (Ord. 1983-22, 12-07-83)

### 5-6-7. Violation a misdemeanor.

Violation of the provisions of this Chapter is a misdemeanor punishable as provided in Section 5-1-33 (Violations and penalties).

(Ord. 2012-36, 12-05-12); (Ord. 1983-22, 12-07-83)

## Exhibit C

TCC Section 7-2-19 as Amended by  
Ordinance 2017-14



**7-2-15. Lots in two districts.**

Where a district boundary line is established by this Title, or shown on the zoning map, divides a lot which is in single ownership and of record, the use in the other district requirements applying to the least restrictive portion of said lot shall be considered to extend to the entire lot, provided the more restricted portion of such lot is entirely within thirty (30) feet of said dividing district boundary line. The use so extending shall be deemed to be conforming.

(Ord. 1983-05, 04-20-1983)

**7-2-16. Lots in business, commercial or industrial districts adjacent to residential zones.**

Where a lot in any business, commercial or industrial district abuts a lot in any residential district, there shall be provided along such abutting line a landscaped side yard. The size to be determined by the Planning Commission. Also, a privacy fence may be required on any lot which abuts a residential district.

(Ord. 1983-05, 04-20-1983)

**7-2-17. Transition zones.**

(1) Where the frontage on one side of a street between two intersecting streets is owned partially as residential and partially as business, commercial or industrial, or where any part of the street is so zoned as to require a front yard, a front yard shall be required for the entire block frontage equal to that required for the most restricted portion of the block.

(2) On any corner lot in a residential district, there shall be provided on the side street a side yard equal in depth to the required front yard depth on said street, except that upon any corner lot under separate ownership which is less than sixty (60) feet wide, this provision may be waived allowing a residence to be erected to within twelve (12) feet of the side yard. The side street shall be held to be on that side of the corner lot having the greater length. When a dwelling is erected to within twelve (12) feet of the side yard in this manner, it must maintain a twenty-five (25) foot rear yard, regardless of the location of the garage, or accessory building.

(Ord. 1983-05, 04-20-1983)

**7-2-18. Public utilities in residential districts.**

Where not otherwise authorized by this Title, the Planning Commission, if it determines that the best interests of the community will be served thereby, may permit as a conditional use the use of land in a residentially zoned district for a public utility building, electrical substation, radio or television relay station, including necessary tower, and other similar public utilities, provided that in all such cases:

(1) From the evidence presented, the Planning Commission finds that it is essential in order to

provide the area with adequate electrical, gas, telephone, television or radio service.

(2) It shall determine that due to certain peculiar conditions, the facility could not be located outside the residentially zoned district and properly serve the City.

(3) All structures on the premises are designed to conform to the residential character of the districts.

(4) All yard spaces as required for the permitted use in the district are provided.

(5) Adequate screening is provided for proper landscaping and fencing where the facility is not within a building.

(6) Such other conditions are met as may be deemed necessary by the Planning Commission to protect the character of the residential district.

Nothing in this section shall be interpreted as giving the Planning Commission the authority to permit a privately owned or operated commercial radio or television tower or station in any residential district. (Ord. 1983-05, 04-20-1983)

**7-2-19. Home occupations.**

Home occupations ~~are shall be~~ permitted upon compliance with the following:

(1) ~~shall must~~ be carried on entirely within the dwelling unit or accessory building on the premises;

(2) ~~shall not include the outside storage of goods, materials, or equipment;~~

(3~~2~~) ~~shall must~~ not involve any use of any outside yard area about the premises whereupon the dwelling unit or accessory building is located, except for customer parking ~~and except for fenced outdoor areas associated with a home occupation day care;~~

(4~~3~~) ~~shall must~~ be customarily incidental to the use of the dwelling for dwelling purposes;

(5~~4~~) ~~shall must~~ not change the ~~primary~~ character ~~and use~~ of the dwelling unit as a dwelling;

(6~~5~~) ~~shall must~~ be carried on ~~only~~ by persons residing in the dwelling unit;

(7~~6~~) ~~shall must~~ have no employees or assistants other than members of the immediate family, and only if such family members reside in the dwelling unit;

(8~~7~~) reasonable inventory related to the Home Occupation shall be allowed so long as such inventory is stored entirely within the dwelling unit or accessory building on the premises;

(9~~8~~) ~~shall must~~ not create a nuisance;

(10~~9~~) shall specifically exclude: ~~vehicle repair work, body and fender work, firewood sales, commercial stables, kennels, livestock, auctions, restaurants, nursing homes, funeral houses, welding, musical band instrument instruction and practice consisting of more than two persons members at a time;~~

(11~~0~~) ~~shall not display signs without advertising of said occupation by way of window displays or signs;~~

(12) shall not produce traffic volumes exceeding those produced by the dwelling unit by more than 10



average daily trips or a maximum of 20 trips during any 24-hour period;

(13) shall comply with all Federal, State, and local license and permit requirements;

(14+) nothing contained in this section shall be construed to supersede or otherwise render inoperative the provisions of the Tooele City Code concerning business licenses.

(Ord. 1987-24, 01-02-1988; Ord. 1983-05, 04-20-1983)

## Exhibit D

TCC Section 8-4-3 (Definitions)  
and  
TCC Section 11-2-4 (Noises prohibited)

## CHAPTER 4. ABATEMENT OF NUISANCES

- 8-4-1. Purpose.
- 8-4-2. Declaration regarding nuisances.
- 8-4-3. Definitions.
- 8-4-4. Nuisances and other unlawful conditions.
- 8-4-5. General enforcement authority.
- 8-4-6. Criminal penalties.
- 8-4-7. Civil penalties. (Repealed)
- 8-4-8. Nuisance abatement. (Repealed)
- 8-4-9. Notice of violation: content, extension.
- 8-4-10. Notice of violation: service.
- 8-4-11. Notice of violation: penalties.
- 8-4-12. Notice of violation: appeal.
- 8-4-13. Notice of violation: default judgment.
- 8-4-14. Notice of compliance.
- 8-4-15. Code enforcement order: authority.
- 8-4-16. Code enforcement order: enforcement.
- 8-4-17. Code enforcement order: appeal.
- 8-4-18. Stipulation agreement.
- 8-4-19. Recordation.
- 8-4-20. Withholding permits; appeal.
- 8-4-21. Abatement: emergency.
- 8-4-22. Abatement: non-emergency.
- 8-4-23. Recovery of Fees and Costs.
- 8-4-24. Abatement superfund.

### 8-4-1. Purpose.

The purposes of this Chapter include the protection of the public health, safety, and general welfare, and the implementation of City policies to promote the neat and orderly appearance of Tooele City.

(Ord. 2014-13, 10-15-2014) (Ord. 2006-08, 03-01-2006)  
(Ord. 2004-22, 12-15-2004) (Ord. 1994-52, 10-25-1994)

### 8-4-2. Declaration regarding nuisances.

It is hereby declared that weeds, motor vehicles, objects, structures, graffiti, and certain conditions constitute a nuisance when they create a fire hazard, a source of contamination or pollution of water, air, or land, a threat to human health or safety, a breeding place or habitation for insects or rodents or other pests or vermin, or are unsightly, malodorous, or deleterious.

(Ord. 2014-13, 10-15-2014) (Ord. 2006-08, 03-01-2006)  
(Ord 2004-22, 12-15-2004)

### 8-4-3. Definitions.

“Abandoned motor vehicle” means any motor vehicle which displays common indicia of abandonment.

“Abate” meant to effectuate an abatement.

“Abatement” means any action or proceeding commenced or pursued by the City to remove, alleviate, or correct a nuisance or other violation of this Chapter.

“Abatement period” means the 14-day period, beginning upon service of a notice of violation, within which abatement by a responsible person is required to be completed.

“Administrative hearing officer” means an administrative hearing officer appointed under Chapter 1-

28 of this Code.

“Association” means any business entity, including, without limitation, corporation, partnership, company, business, but not an individual.

“Code enforcement order” means an order issued by an administrative hearing officer in the context of an abatement commenced pursuant to this Chapter.

“Code enforcement performance bond” means a cash bond required by an administrative hearing officer and posted by a responsible person to gain compliance with this Chapter or with a code enforcement order.

“Code enforcement tax lien” means a lien recorded with the Tooele County Recorder and County Treasurer to facilitate the collection of all abatement-related costs, including monetary penalties, administrative fees, filing fees, and other reasonable and related costs.

“Department” means the Tooele City Community Development Department.

“Developed land” means real property, whether subdivided or not, upon which is built one or more buildings.

“Director” means the director of the Tooele City Community Development Department.

“Good cause” means incapacitating illness or accident, death of a parent, sibling, or child, lack of proper notice, or unavailability due to unavoidable and non-preventable emergency or circumstance.

“Graffiti” means any unauthorized inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted or engraved on or otherwise affixed to any surface of public or private property by any implement or material.

“Imminent hazard” means any condition that creates a present and immediate danger to the public health, safety, or welfare.

“Inoperable motor vehicle” means any motor vehicle which is mechanically not functionable for a period of over 30 days. The 30-day period may be extended by the Community Development Director for a maximum of 6 months upon proof by the owner of ongoing restoration.

“Junked motor vehicle” means a motor vehicle which has outlived its usefulness in its original form and which is commonly gathered up and sold to be converted into another product, either of the same or of a different kind, or as scrap.

“Monetary penalty” means the civil fines accrued for failure to complete an abatement. Monetary penalty does not include appeal filing fees, reinspection fees, or abatement costs.

“Motor vehicle” means any motorized vehicle which initially was designed or constructed to be self-propelled. The term “motor vehicle” includes, without limitation, automobiles, motorcycles, and heavy equipment.

“Notice of compliance” means a document issued by the City confirming that a responsible person has abated the nuisance and corrected the violations set out in a notice of violation, paid all fees, penalties, and costs associated with the notice of violation, and otherwise had fully complied with the requirements of this Chapter, all as determined by an Officer.

“Notice of violation” means a document prepared and issued by an Officer that informs a responsible person of a nuisance or other violation of this Chapter, and that contains an order to abate the nuisance or correct the violation.

“Nuisance” means anything offensive or obnoxious to the health, safety, or welfare of the inhabitants of the City; or any act or thing repugnant to, creating a hazard to, or having a detrimental effect on the property of another person or to the community, and includes, but is not limited to the following:

(a) A nuisance or public nuisance as defined by Utah law;

(b) junked, wrecked, unlicensed, abandoned, or inoperable motor vehicles not kept as provided in this Chapter.

(c) Any attractive nuisance which may prove detrimental to children, whether in a building, on the premises of a building, or upon an unoccupied lot. This includes any abandoned wells, shacks, basements, or excavations; abandoned refrigerators; or any structurally unsound fences or structures; or any lumber, trash, fences, debris or vegetation which may prove a hazard for inquisitive minors.

(d) Whatever is dangerous or detrimental to human life or health as determined according to the ordinances of Tooele City or Tooele County.

(e) Overcrowding a room with occupants so as to exceed the weight-carrying capabilities of the structure as determined by the Building Official, based upon the International Building Code or International Fire Code specifications for a similar structure.

(f) Insufficient ventilation or illumination as determined by the requirements of the International Mechanical Code.

(g) Inadequate or unsanitary sewage or plumbing facilities as determined by the International Plumbing Code.

(h) Uncleanliness as determined according to the ordinances of Tooele City or Tooele County.

(i) Whatever renders air, food, or drink unwholesome or detrimental to the health of human beings as determined according to the ordinances of Tooele City or Tooele County.

(j) To conduct any business of bone crushing or the making of glue or the manufacturing process involving the carcasses of dead animals or parts thereof in a manner that the odor or activities are obvious to 3 or more persons within 50 feet of the premises upon which the activity is conducted.

(k) To allow snow, ice, hail, or sleet to accumulate on any paved sidewalk abutting the property of any owner, occupant, or lessor, or to place or propel, or cause to be placed or propelled, snow, ice, or hail in the public way or in any manner which poses a hazard to vehicular or pedestrian traffic.

(l) To allow any lot or excavation to become the repository of stagnant water or decaying or offensive substances.

(m) To allow the growth of weeds or other

offensive, noxious, or undesirable vegetation upon property.

(n) To allow the existence of refuse or unsightly or deleterious objects, structures, or mechanical devices upon property.

(o) Graffiti upon any real property or appurtenant or accessory structures or fixtures.

“Officer” means Administrative Code Enforcement Officer and Ordinance Compliance Officer.

“Responsible person” means any property owner, occupant, or other person or association with control over property who allows, permits, causes, or maintains a nuisance or a violation of this Chapter to exist upon the property owned, occupied, or controlled. Use of the singular “person” in this Chapter includes the plural “persons.”

“Undeveloped land” means real property that is subdivided into one or more building lots or parcels of record to the extent that they are not built upon.

“Unimproved land” means real property that is not subdivided or built upon.

“Unlicensed motor vehicle” means any motor vehicle which is not currently registered or licensed by the State of Utah, but does not include vehicles exempt from registration under Utah law, provided that such exempt vehicle is operable.

“Violation” means any violation of this Chapter.

“Wrecked motor vehicle” means a motor vehicle which has been destroyed, disabled, or seriously damaged. (Ord. 2014-13, 10-15-2014) (Ord. 2006-08, 03-01-2006) (Ord. 2004-22, 12-15-2004) (Ord. 1994-52, 10-25-1994)

#### **8-4-4. Nuisances and other unlawful conditions.**

(1) It shall be unlawful for any person or association owning, occupying, or otherwise exercising control over real property in Tooele City to allow, permit, cause, or maintain a nuisance, including any of the following:

(a) weeds in excess of 6 inches in height upon real property or in the public right-of-way between the sidewalk and the curb line of any street, or, if the street is unimproved, within 6 feet of the edge of street pavement, except that weeds on unimproved land, of 5 or more acres, that are located at least 15 feet from any real property ownership line shall not be deemed a nuisance;

(b) the accumulation of garbage, refuse, or unsightly or deleterious objects or structures upon real property, unless contained in connection with an association lawfully situated and licensed for the same;

(c) junked, wrecked, unlicensed, or inoperable motor vehicles upon real property, for longer than 72 hours, except that up to 2 such vehicles or parts thereof may be stored within an enclosed building or completely screened by a sight-obscuring fence.

(d) abandoned motor vehicles;

(e) any other unsightly or deleterious condition that gives rise to a threat to human health or safety; and,

(f) the failure, by any person owning, occupying, or exercising control over any real property within the city, to remove graffiti from the property within 15 days after the graffiti appears on the property.



office buildings, transport facilities, and shops.

(u) "Public right-of-way" means any street, avenue, boulevard, highway or alley, or similar place, which is owned or controlled by a public governmental entity.

(v) "Pure tone" means any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purposes of measurement, a pure tone shall exist of the one-third octave band sound-pressure level in the band when the tone exceeds the arithmetic average of the sound pressure levels of the two contiguous one-third octave bands by five dB for frequencies of five hundred hertz (Hz) and above, by eight dB for frequencies between one hundred sixty and four hundred Hz, and by fifteen dB for frequencies less than or equal to one hundred twenty-five Hz.

(w) "Repetitive impulsive noise" means any noise which is composed of impulsive noises that are repeated at sufficiently slow rates such that a sound level meter set at the "fast" meter characteristic will show changes in sound pressure level greater than ten dB(A).

(x) "Sound" means a temporal and spatial oscillation in pressure, or other physical quantity, in a medium with interval forces that causes compression and rarefaction of that medium, and which propagates at finite speed to distant points.

(y) "Sound level meter" means an instrument, including a microphone, amplifier, RMS detector and integrator, time averager, output meter and/or visual display and weighing networks, that is sensitive to pressure fluctuations. The instrument reads sound pressure level when properly calibrated and is of Type 2 or better as specified in American National Standards Institute Publication S1. 4-1971 or its successor publication.

(z) "Sound pressure" means the instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space due to sound.

(aa) "Sound pressure level" means twenty times the logarithm to the base ten of the ratio of the RMS sound pressure to the reference pressure, which shall be twenty micropascals, denoted LP or SPL.

(ab) "Stationary noise source" means any device, fixed or movable, which is located or used on property other than a public right-of-way.

(ac) "Steady noise" means a sound pressure level which remains essentially constant during the period of observation, that is, that it does not vary more than six dB(A) when measured with the "slow" meter characteristic of a sound level meter. (Ord. 91-26, 12-12-91)

### 11-2-3. Sound level - Measurement method.

Sound level measurements shall be made with a sound level meter using the "A" weighting scale, in accordance with standards promulgated by the American National Standards Institute or other reasonable standards adopted and tested by the county health department. (Ord. 91-26, 12-12-91)

### 11-2-4. Noises prohibited.

(1) In addition to the specific prohibitions outlined in subsection (2) and Sections 11-2-6 and 11-2-9, or their successors, it is unlawful for any person to make, continue, or cause to be made or continued any noise disturbance within the limits of the city.

(2) The following acts are declared to be in violation of this chapter:

(a) sounding any horn or signaling device on any truck, automobile, motorcycle, emergency vehicle or other vehicle on any street or public place within the city, except as a danger warning signal as provided in Title 41 of the Utah Code, or the sounding of any such signaling device for an unnecessary or unreasonable period of time;

(b) (i) using, operating or permitting the use or operation of any radio receiving set, musical instrument, television, phonograph, drum or other machine or device for the production or reproduction of sound, except as provided for in subsection (2)(c), in such a manner as to violate Section 11-2-6 or its successor, or cause a noise disturbance.

(ii) operating any device listed in subsection (2)(b)(i) between the hours of ten p.m. and six a.m. Monday through Friday, and between the hours of ten p.m. through eight a.m. Saturday and Sunday in such a manner as to be plainly audible at the property boundary of the source or plainly audible at fifty feet (fifteen meters) from such device when operated within a vehicle parked in a public place or on a public right-of-way;

(c) using or operating a loudspeaker or sound-amplifying equipment in a fixed or movable position or mounted upon any sound vehicle in or upon any street, alley, sidewalk, park, place, or public property for the purpose of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmitting music to any persons or assemblages of persons in such a manner as to violate Section 11-2-6, or its successor, or cause a noise disturbance unless a permit as provided by Section 11-2-7 or its successor, is first obtained;

(d) selling anything by outcry within any area of the city zoned primarily for residential uses in such a manner as to violate Section 11-2-6 or its successor, or cause a noise disturbance. The provisions of this section shall not be construed to prohibit the selling by outcry of merchandise, food and beverages at licensed sporting events, parades, fairs, circuses and other similarly licensed public entertainment events;

(e) owning, keeping, possessing or harboring any animal or animals which, by frequent or habitual noisemaking, violate Section 11-2-6 or its successor, or causes a noise disturbance. The provisions of this section shall apply to all private and public facilities, including any animal pounds which hold or treat animals;

(f) loading, unloading, opening or otherwise handling boxes, crates, containers, garbage containers or other objects between the hours of nine p.m. and seven a.m. the following day in such a manner as to violate Section 11-2-6 or its successor, or cause a noise disturbance;

(g) operating or causing to be used or operated any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys, or appurtenances thereto, either:

(i) in residential or commercial zoning districts between the hours of nine p.m. and seven a.m. the following day; or

(ii) in any zoning district where such operation exceeds the second-level limits for an industrial land use as set forth in Section 11-2-6 or its successor;

(h) operating or permitting to be operated any power equipment rated five horsepower or less used for home or building repair or grounds maintenance, including, but not limited to a power saw, sander, lawnmower, garden equipment or snow removal equipment, in residential or commercial zones:

(i) outdoors between the hours of nine p.m. and seven a.m. the following day; or

(ii) any such power equipment which emits a sound pressure level in excess of seventy-four dB(A) measured at a distance of fifty feet (fifteen meters);

(i) operating or permitting to be operated, any power equipment, except construction equipment used for construction activities, rated more than five horsepower, including but not limited to chain saws, pavement breakers, log chippers, powered hand tools:

(i) in residential or commercial zoning districts between the hours of nine p.m. and seven a.m. the following day;

(ii) in any zoning district if such equipment emits a sound pressure level in excess of eighty-two dB(A) measured at a distance of fifty feet (fifteen meters);

(j) operating or permitting to be operated in any place of public entertainment any loudspeaker or other source of sound which produces, at appoint that is normally occupied by a customer, maximum sound pressure levels of one hundred dB(A), as read with the slow response on a sound level meter, unless a conspicuous and legible sign at least two hundred twenty-five square inches in area is posted near each public entrance stating: "WARNING: SOUND LEVELS MAY CAUSE HEARING IMPAIRMENT." This provision shall not be construed to allow the operation of any loudspeaker or other source of sound in such a manner as to violate Section 11-2-6 or its successor;

(k) permitting any motor vehicle racing event at any place in such a manner as to violate Section 11-2-6, or cause a noise disturbance, without first obtaining a permit as provided by Section 11-2-7 or successor sections;

(l) flying a model aircraft powered by internal combustion engines, whether tethered or not, or firing or operating model rocket vehicles or other similar noise-producing devices, between the hours of nine p.m. and seven a.m. the following day, or in such a manner as to violate Section 11-2-6 or its successor, or cause a noise disturbance;

(m) operating any motor vehicle with a dynamic braking device engaged, except for the aversion of imminent danger;

(n) operating or permitting to be operated or used any truck, automobile, motorcycle or other motor vehicle which, by virtue of disrepair or manner of operation, violates Section 11-2-6 or its successor, or causes a noise disturbance;

(o) operating or causing or permitting to be operated or used, any refuse-compacting vehicle which creates a sound pressure level in excess of seventy-four dB(A) at fifty feet (fifteen meters) from the vehicle;

(p) collecting garbage, waste or refuse between the hours of nine p.m. and seven a.m. the following day:

(i) in any area zoned residential, or within three hundred feet of an area zoned residential,

(ii) in any zoning district so as to cause a noise disturbance;

(q) operating or causing or permitting to be operated any motor vehicle or any auxiliary equipment attached thereto in such a manner as to violate Section 11-2-6 or its successor, or cause a noise disturbance for a consecutive period longer than fifteen minutes during which such vehicle is stationary in a residential zone;

(r) creating noise in excess of the residential standard, as defined in Section 11-2-6 or its successor, within the vicinity of any school, hospital, institution of learning, court, or other designated area where exceptional quiet is necessary, while the same is in use, provided conspicuous signs are displayed in the streets indicating that the same is a quiet zone;

(s) sounding, operating or permitting to sound or operate an electronically amplified signal from any burglar alarm, bell, chime or clock, including but not limited to bells, chimes or clocks in schools, houses of religious worship or governmental buildings, which fails to meet the standards set forth in Section 11-2-6 or its successor, for more than five minutes in any hour;

(t) sounding or causing the sounding of any whistle, horn or siren as a signal for commencing or suspending work, or for any other purpose except as a sound signal of imminent danger, in such a manner as to violate Section 11-2-6 or its successor, or cause a noise disturbance;

(u) (i) operating a recreational vehicle or snowmobile in a manner which violates Section 11-2-6 or its successor, or causes a noise disturbance,

(ii) selling or operating any recreational vehicle or snowmobile, manufactured after 1977, in the city unless such vehicle produces no more than a maximum sound level of eighty-two dB(A) at fifty feet (fifteen meters).

(Ord. 2011-18, 10-19-11); (Ord. 91-26, 12-12-91)

#### **11-2-5. Exempt uses and activities.**

The following uses and activities shall be exempt from noise level regulations:

(1) noise of safety signals, warning devices and emergency pressure-relief valves;

(2) noise resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency;

## Exhibit E

### City Attorney Email Exchange

## Roger Baker

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**From:** Cameron Diehl <cdiehl@ulct.org>  
**Sent:** Tuesday, May 09, 2017 10:47 PM  
**To:** Roger Baker  
**Subject:** RE: Home Occupation Business Licensing under SB 81

Roger,

Thanks for the email. Your legal analysis about the bill is spot on. Politically, many members of the legislature insisted that cities would excessively charging business license fees of home occupation businesses and had several examples to back up their claims. The negotiated language was an attempt to preserve local authority within that political reality.

We discussed one approach at our LUAU training on Saturday that may be applicable to Tooele. The city could request that a home occupation business identify the lack of a potential impact which would thus qualify it for a fee waiver. Ultimately, your tight definition of home occupation business may eliminate the universe of home occupation businesses that would not qualify for the fee waiver.

You raise a fair question about whether it is worth the effort for a city to license home occupation businesses. I agree that the policy concerns weigh in favor of licensure even without cost recovery. For now, here we are.

See you in St. George and thanks again.

Cameron

---

**From:** Roger Baker [mailto:RogerB@TooeleCity.org]  
**Sent:** Tuesday, May 09, 2017 4:14 PM  
**To:** Cameron Diehl <cdiehl@ulct.org>  
**Subject:** Home Occupation Business Licensing under SB 81

Cameron:

This week I set about to draft an amendment to the Tooele City Code regarding home occupation business licensing, which requires, of course, local definition of net impacts. The more I contemplate the question, the more I believe that such impacts neither can be defined nor measured, at least not in Tooele City.

Tooele City already prohibits home occupations that create nuisances, that generate more than X number of vehicle trips per day, that change the residential character of the house, and that utilize any portion of the property but the house. We already restrict signage and outdoor storage of inventory. We prohibit high-impact activities, such as, welding, body shops, auto repair, firewood sales, etc.

It might be possible to define impact in terms of noise, vibration, dust, smoke, light, etc. However, a homeowner who is a hobbyist, but not a business, can own a large woodshop that causes all of these effects in abundance. We could only charge a license fee for home businesses that generate more such effects that are allowed by a non-business resident. Measuring such impacts is an impossible task.

So, I have concluded that the only way for Tooele City to comply with SB 81 is to exempt all home occupation businesses from Tooele City's annual \$40 cost-recovery regulatory fee.



In 2016, Tooele City licensed 564 home occupation business and 559 other businesses. Because impacts cannot be legally defined (my initial opinion), fees cannot be charged, and SB 81 will result in the loss of \$22,560 to the general fund, a formidable sum. While business license fees are not supposed to generate revenue beyond the cost to regulate the sector, an employee still has to administer the home occupation business licenses, with no cost recovery possible. This puts a strain on all jurisdictions that license home occupations.

This strain, in turn, begs municipalities to question whether to license home occupation businesses at all. This question raises many and complex policy questions that I can discuss, but that local jurisdictions should be allowed to determine for themselves. I suspect most municipalities would decide that public policy weighs in favor of licensing home occupation businesses. Stripped of the cost-recovery revenue to license home occupations businesses, we have yet another drain on the general fund, with no revenue source to redirect except at the expense of other important municipal services.

Thus, I have concluded that both the definitional difficulty and the inability to recover costs impose substantial uncertainty and hardship to municipalities.

Roger Baker  
Tooele City Attorney

## Exhibit F

Proposed Amended TCC Chapter 5-6

## CHAPTER 6. HOME OCCUPATIONS

### 5-6-1. Definitions.

### 5-6-2. License required - Display.

### 5-6-3. Procedure.

### 5-6-4. License fees - Exemption.

### 5-6-5. Inspections.

### 5-6-6. Zoning requirements.

### 5-6-7. Violation a misdemeanor.

### 5-6-1. Definitions.

The term "home occupation" shall have the meaning contained in Section 7-1-5 (Definitions) of this Code.

(Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-1983)

### 5-6-2. License required - Display.

It shall be unlawful for any person to engage in a home occupation without first securing a business license therefor, **unless expressly exempt by law**. The licensee shall conspicuously display such license in the licensed place of business so that the same is plainly visible to the public.

(Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-1983)

### 5-6-3. Procedure.

Applicants for a license required by this **Chapter Section** shall comply with the provisions of Chapter 5-1 (General Provisions).

(Ord. 2012-36, 12-05-2012) (Ord. 1987-24, 01-02-1988) (Ord. 1983-22, 12-07-1983)

### 5-6-4. License fees - Exemption.

(1) License fees for licenses issued pursuant to this Chapter shall be the same as set forth in Section 5-1-10 (License fees).

(2) **A home occupation business is exempt from the license fees required by subsection (1), above, unless the combined offsite impact of the business, together with the primary residential use, is anticipated to, or is shown to, materially exceed the offsite impact of the primary residential use alone. The City Recorder shall determine the anticipation or existence of such impacts.**

(Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-1983)

### 5-6-5. Inspections.

The City reserves the right to inspect any premises licensed or applied to be licensed for home occupation for the purpose of protecting the public health, safety, ~~morals, and welfare, but does not require all such premises to be inspected.~~

(Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-

1983)

### 5-6-6. Zoning requirements.

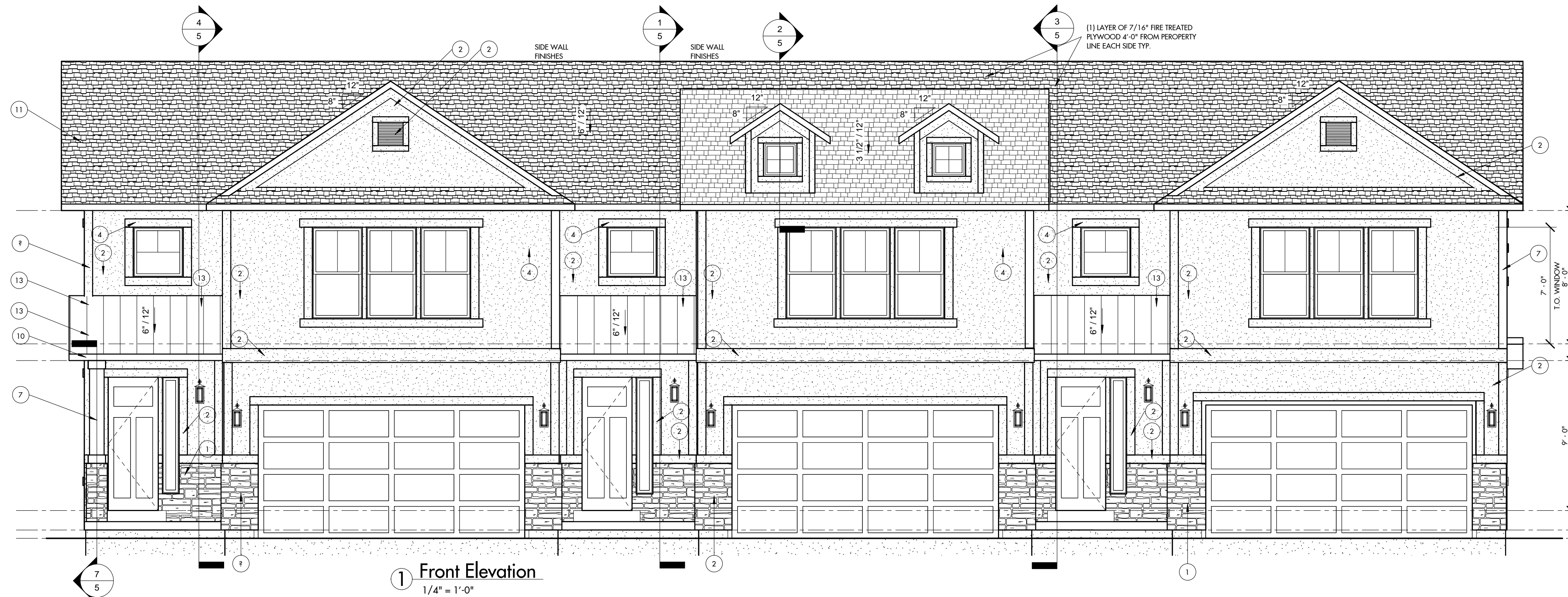
Home occupations shall comply with all land use regulations set forth in Title 7 of the Tooele City Code. (Ord 2012-36, 12-05-2012) (Ord. 1987-24, 01-02-1988) (Ord. 1983-22, 12-07-1983)

### 5-6-7. Violation a misdemeanor.

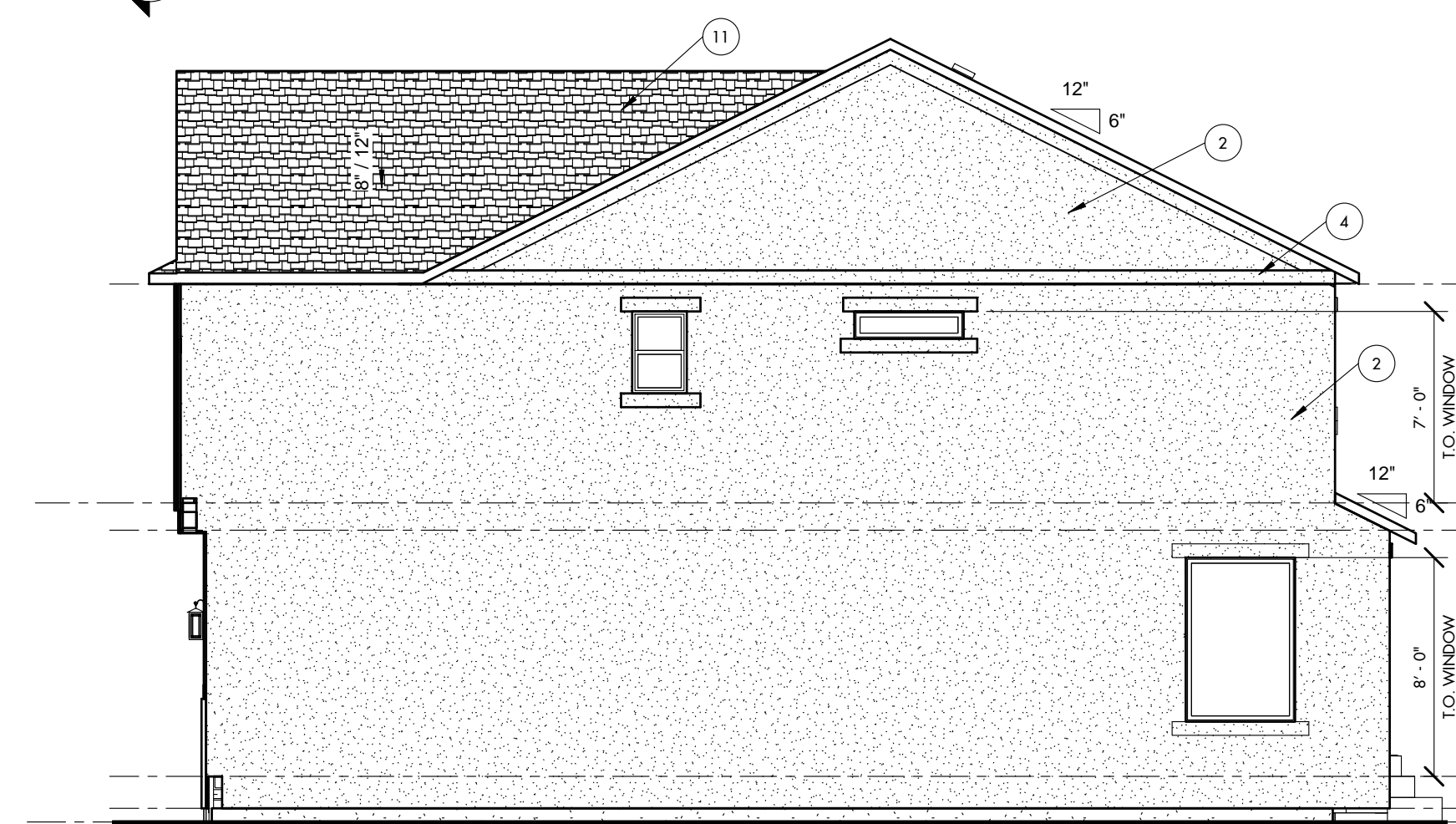
Violation of the provisions of this Chapter is a **class B** misdemeanor punishable as provided in Section 5-1-33 (Violations and penalties).

(Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-1983)

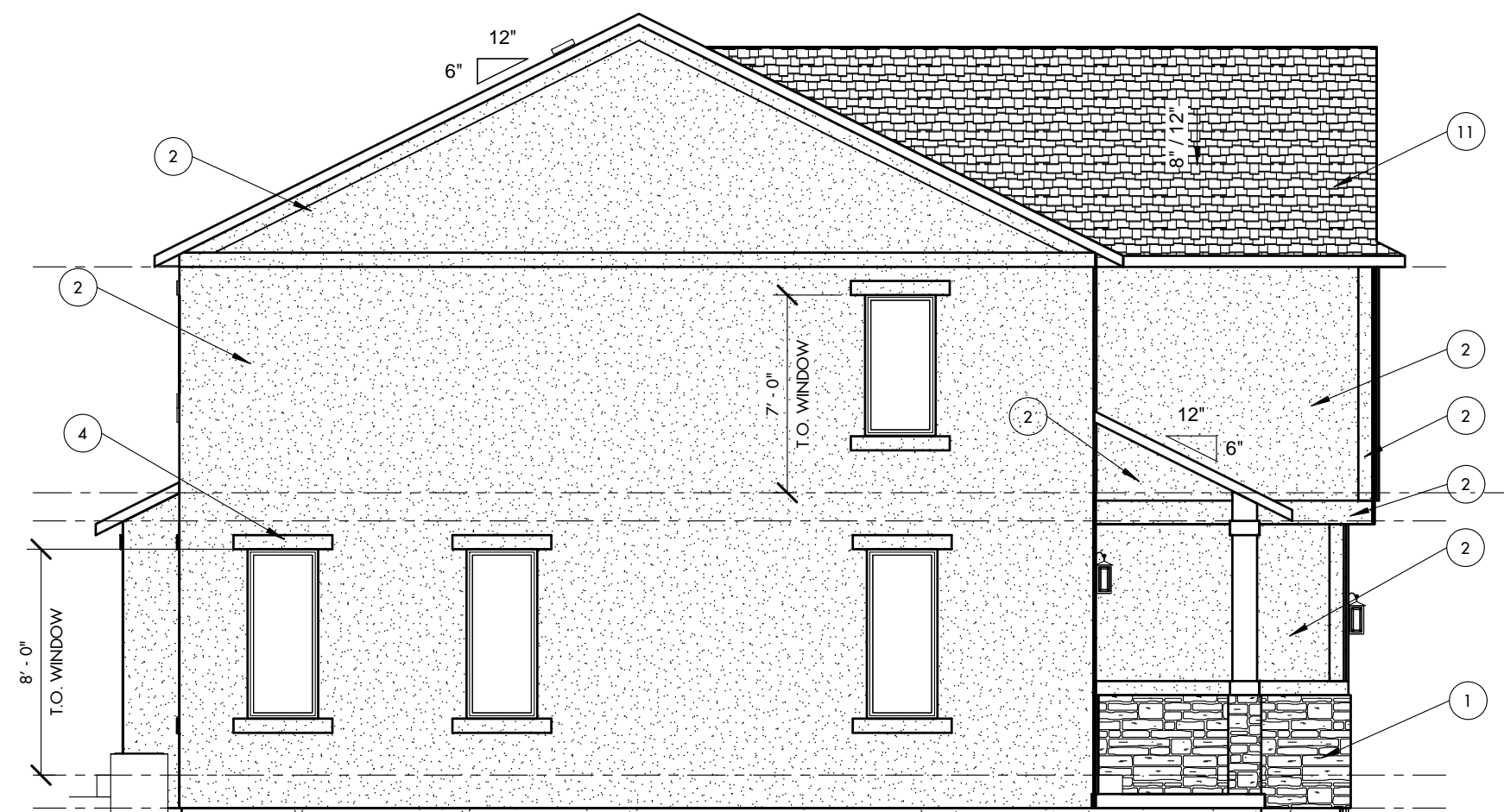




1 Front Elevation  
1/4" = 1'-0"



2 Right Elevation  
3/16" = 1'-0"



3 Left Elevation  
3/16" = 1'-0"



4 Rear Elevation  
3/16" = 1'-0"

GENERAL NOTES:

1. COMPLIANCE WITH CODES AND ORDINANCES COVERING THE WORK SHALL BE MADE AND ENFORCED BY THE GENERAL CONTRACTOR.
2. GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION.
3. NOTE THAT ALL WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.
4. MANUFACTURERS SPECIFICATIONS FOR INSTALLATION OF MATERIALS SHALL BE FOLLOWED.
5. COMPLY WITH CURRENT IRC, NEC, and IECC CODES.

WINDOWS NOTES:

1. ALL WINDOWS TO BE DOUBLE PANE LOW E 2. FLASH AND CAULK ALL EXTERIOR WINDOWS AND DOORS AS PER MANUFACTURERS INSTALLATION INSTRUCTIONS.
2. PROVIDE 9 INCH FLASHINGS FOR WINDOWS AND EXTERIOR DOOR SILL PLATE FLASHING.
3. BEDROOM WINDOWS TO HAVE A FINISHED SILL HEIGHT MAX. OF 44" FROM FLOOR.
4. WINDOWS TO HAVE 20" MIN. CLEAR WIDTH AND 24" MIN. CLEAR HEIGHT.
5. BEDROOM WINDOWS TO HAVE A MIN. OF 5.7 SQ. FT. CLEAR OPENING SIZE TO BE 45% OF THE FLOOR SQ. FT.
6. WINDOWS GLASS SIZE TO BE 8% OF THE FLOOR SQ. FT. AND VENTILATION SIZE TO BE 45% OF THE FLOOR SQ. FT.
7. TEMPERED GLASS IS REQUIRED WITHIN 24" HORIZONTALLY OF DOORS, WITHIN 18" OF THE FLOOR, WITHIN 60" ABOVE A STAIRWAY OR A TUB OR SHOWER DRAIN, OR WITHIN 36" OF A STAIRWAY OR LANDING. ONLY 18" IS REQUIRED IF THERE IS A RAILING.

ATTIC VENTILATION NOTES:

1. THE NET FREE VENTILATION AREA SHALL NOT BE LESS THAN 1/300TH PROVIDED THAT AT LEAST 50% OF THE AREA IS PROVIDED BY VENTILATORS LOCATED IN THE UPPER PORTION OF THE SPACE TO BE VENTILATED, THE OTHER 50% TO BE PROVIDED BY VENTED SOFFIT SYSTEM.

EXCAVATION NOTES:

1. ALL FOOTINGS SHALL BEAR ON NATURAL UNDISTURBED SOIL.
2. FOOTINGS SHALL BE EXCAVATED TO A MINIMUM DEPTH SO AS TO PROVIDE FROST PROTECTION. (30" MIN.)
3. FINISH GRADING SHALL BE COMPLETED IN COMPLIANCE WITH 2012 IRC AND LOCAL SOILS REPORT SO AS TO PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS, A MINIMUM SLOPE OF 5% SHALL BE MAINTAINED FOR FIRST 10'-0" WITH 2% SLOPE AWAY FROM HARD SURFACES WITHIN 10' OF THE STRUCTURE.

KEY NOTES

(1)	STONE/ BRICK VENEER
(2)	STUCCO - BASE COLOR
(3)	STUCCO - BASE/ OPT. ACCENT COLOR
(4)	STUCCO - TRIM COLOR
(5)	HARDIE PER PLAN - BASE COLOR
(6)	HARDIE PER PLAN - BASE/ OPT. ACCENT COLOR
(7)	HARDIE PER PLAN - TRIM COLOR
(8)	ALUM. TRIANGLE VENT 6" BOT. - TRIM COLOR
(9)	VENT - TRIM COLOR
(10)	2X4 ALUMINUM FASCIA AND SOFFIT
(11)	30 YEAR ASPHALT SHINGLES
(12)	SHUTTERS - BOARD & BATTON
(13)	METAL ROOF

NOTES: 1. STUCCO AND HARDIE TRIM 6" TYP. UNLESS NOTED  
2. FINISHES AS SHOWN MAY NOT REFLECT THE STANDARD FEATURE IN A PARTICULAR COMMUNITY

OPENINGS	ANGLE SIZE	MIN. BEARING
UP TO 7'-0"	3 1/2" X 3 1/2" X 1/4"	8" @ EACH END
7'-0" TO 9'-0"	5" X 3 1/2" X 1/4"	9" @ EACH END
9'-1" TO 10'-0"	5" X 3 1/2" X 5/16"	10" @ EACH END
10'-1" TO 11'-0"	5" X 3 1/2" X 3/8"	14" @ EACH END
11'-1" TO 12'-0"	6" X 4" X 3/8"	14" @ EACH END
12'-1" TO 16'-0"	8" X 4" X 7/16"	18" @ EACH END
16'-1" TO 18'-0"	8" X 4" X 5/8"	20" @ EACH END

**BACH HOMES**  
11650 South State Street,  
Suite 300  
Draper, UT 84020  
(801) 727-9500  
www.bachhomes.com

A RESIDENCE BY  
**BACH HOMES**  
THIS PLAN IS THE PROPERTY OF BACH HOMES AND SHALL NOT BE REPRODUCED OR USED FOR ANY OTHER PROJECT.

Elevations  
**SC ECD 3-Plex**

DRAWN: LP 160817  
REVISION: LP 161123  
LP 170710

LOT NO.  
**1**  
SHEET NO.

8/1/2017 3:52:32 PM

**PUBLIC NOTICE**

Notice is hereby given that the Tooele City Council and the Tooele City Redevelopment Agency, will meet in a Business Meeting on Wednesday, August 16, 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. Public Comment Period**
- 4. Resolution 2017-30 A Resolution of the Tooele City Council Authorizing the Mayor to Sign a Contract with Paul Hansen Associates, L.L.C. for City Engineering Services  
Presented by Mayor Patrick Dunlavy**
- 5. Resolution 2017-34 A Resolution of the Tooele City Council Approving a Lease-Purchase Agreement with TCF Equipment Finance for the Purchase of a Toro Greenmaster Triflex Hybrid 3320  
Presented by Brian Roth**
- 6. Resolution 2017 - 31 A Resolution of the Tooele City Council Declaring Surplus Certain Technology Related Equipment, and Authorizing its Disposal  
Presented by Michelle Pitt**
- 7. Resolution 2017-35 A Resolution of the Tooele City Council Appointing Travis Brady to the Administrative Control Board of the North Tooele City Special Service District  
Presented by Roger Baker**
- 8. Ordinance 2017-23 An Ordinance of Tooele City Renumbering Tooele City Code Section 8-3-14 Regarding Recreational Fires to Section 3-1-29  
Presented by Roger Baker**
- 9. Resolution 2017-29 A Resolution of the Tooele City Council Approving an Easement for Rocky Mountain Power for an Electric Switch Gear Box at 900 West 894 South  
Presented by Paul Hansen**
- 10. Vista Linda Subdivision Preliminary Plan  
Presented by Jim Bolser**
- 11. Minutes**
- 12. Invoices  
Presented by Michelle Pitt**
- 13. Adjourn to RDA Meeting**



- 14. RDA Resolution 2017-06 A Resolution of the Redevelopment Agency of Tooele City, Utah, Approving an Easement for Rocky Mountain Power for a New Distribution Line Near 700 South Street  
Presented by Paul Hansen**

**15. Adjourn**

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

# PROFESSIONAL SERVICES CONTRACT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and PAUL HANSEN ASSOCIATES, L.L.C. of Sandy, Utah, a limited liability company organized and licensed to do business in the State of Utah, (hereinafter “Contractor”) enter into this Agreement effective July 1, 2017 (the “Effective Date”).

## 1. General Recitals.

- a. Whereas, City desires to obtain and continue receiving assistance from Contractor in meeting certain of its needs relating to the provision of city engineering services for Tooele City; and,
- b. Whereas, Contractor is willing and able to assist City with the services; and,
- c. Whereas, the parties desire to reduce to writing the Agreement between them for Contractor’s assistance with the services:

**Now, therefore, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:**

## 2. Services.

- a. Description. The Contractor shall provide the following services to the City:
  - (1) Review, evaluate, and process site plans and subdivision proposals submitted to the City;
  - (2) Evaluate and assist in the preparation of bond agreements between development applicants and the City;
  - (3) Serve as a technical resource for the City’s culinary water, secondary water, storm water, sanitary sewer, street, and planning departments;
  - (4) Assist in the formation and operation of special improvement districts;
  - (5) Evaluate, recommend, and coordinate the design and construction of public improvements;
  - (6) Review and make recommendations regarding reimbursement agreements;
  - (7) Coordinate, communicate, and meet with City officers, employees, contractors, and the public concerning the aforementioned duties;
  - (8) Have Paul Hansen represent the City as the City Engineer.
- b. Additional Services. The City may request additional services by written task order supplement. The City and the Contractor shall negotiate the terms and compensation for additional work requested by task order supplement.
- c. Disclaimer of Right of Control. Contractor shall perform its duties competently in accordance with applicable law and accepted engineering practices. The City expressly disclaims any right to control the Contractor in the specifics of the performance of the Contractor’s duties.
- d. Contractor Personnel. The parties agree that the Contractor may perform its duties through the personal services of Paul Hansen or another of Contractor’s qualified employees.

- e. Availability. Contractor agrees to designate and maintain certain and specific hours during which its designated representative will be available at the City offices or by electronic communication, as necessary, in support of the activities required under the terms of this Agreement.
- f. Anticipated Hours. Contractor and the City recognize that the Contractor's billed hours will vary as duties demand. However, the parties estimate that over the course of the contract the Contractor will devote an average of approximately 32 hours per week under the role of City Engineer to fulfill the Contractor's obligations, and an average of approximately 32 hours per week under the role of Engineering Intern.

### **3. Compensation.**

- a. Rate and Hours. The City shall pay the Contractor at the rate of \$110 per hour for services rendered as City Engineer, and \$70 per hour for services rendered as Engineering Intern. The Contractor may invoice the City semi-monthly for such services. Upon the recommendation of the Mayor and the approval of the City Council, the Contractor may increase the hourly rates charged under this Contract by up to 5% each year effective July 1 of that year.
- b. Total Cost Contract. This Agreement is a "Total Cost Contract," and as such, the contract rates set out above include costs and expenses associated with the provision of the Contractor's services, except as hereinafter stated. The City will provide the following services: equipment, and materials for use by Contractor, office equipment as needed, including but not limited to furniture, computer, office telephone, cellular telephone/radio, printing and reproduction services, secretarial help, postage, delivery services, and other materials reasonably and necessarily associated with the performance of the services required under this Agreement. The parties stipulate that the City is providing these services, equipment, and materials to facilitate the Contractor's coordination and communication with the City's officers and employees, and that the Contractor's hourly rates have taken into consideration the City's provision of services, equipment, and materials.
- c. Travel Reimbursement. The parties agree that if the City requests the Contractor's representative to travel outside of the local area for business or activities reasonably and necessarily associated with the performance of the services required under this Agreement, the City shall reimburse the Contractor for the following reasonable travel expenses: meals, lodging, and transportation expenses. Use of the Contractor's owned vehicle shall be reimbursed at the rate of \$.55 per mile. Contractor shall submit written proof of its expenses along with any request for reimbursement.
- d. Payment and Limitations. Payment shall be based upon the invoiced number of hours at the contract rate plus travel reimbursements for the preceding half month. The City's obligation under this contract shall not exceed \$305,000 per contract year, not including services requested by task order supplement.
- e. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.



**4. Record Keeping.**

Contractor agrees to maintain a record of services rendered on behalf of the City, including the number of hours expended and a description of the services performed. Contractor shall retain these records for a period of three years after the services are performed and shall provide the City access to Contractor's records for review at the City offices upon 72 hours written notice.

**5. Term of Agreement.**

This Contract shall commence on the Effective Date and continue for a period of four years. This Agreement supersedes all previous contracts between the parties.

**6. Termination.**

- a. Without Good Cause. This Agreement may be terminated without good cause by either party upon ninety (90) calendar days written notice. Should the Contractor desire termination without good cause, Contractor agrees to continue to fulfill its duties for the ninety-day period subsequent to the date of the notice. Should the City desire termination without good cause, the City agrees to retain the Contractor's services for the ninety day period subsequent to the date of the notice.
- b. With Good Cause. Either of the parties may terminate this Agreement immediately for good cause upon written notice.
- c. Notice. Notice shall be deemed given when personally delivered or mailed by certified mail. Unless changed by written administrative amendment to this Agreement, addresses for each of the parties are as follows:

Contractor: Paul Hansen Associates	City: Tooele City Mayor
1073 East 11780 South	90 North Main
Sandy, Utah 84094	Tooele, Utah 84074

**7. Indemnification and Insurance.**

- a. City Insurance and Indemnity. City agrees to add Contractor to City's liability insurance policy and to indemnify Contractor against claims by third parties alleging injury caused by the negligence of the Contractor or its employees while performing duties within the scope of this contract.
- b. Contractor Worker's Compensation Insurance. Contractor shall purchase and maintain worker's compensation insurance for all of its employees. At such times as the Contractor has only one employee, Contractor shall purchase and maintain worker's compensation insurance or shall obtain a waiver by Worker's Compensation of Utah.
- c. Contractor Liability Insurance and Indemnification. Contractor agrees to obtain and maintain professional liability insurance for the purpose of claims of liability related to engineering, design, and project management of infrastructure designed by the Contractor for and in behalf of the City. For such claims, Contractor further agrees to indemnify the City and hold the City, its officers, and employees harmless from

all claims of liability for injury or damage caused by any negligent acts or omissions of Contractor or any of Contractor's officers, employees, or agents in performance of this Agreement to the limit of \$250,000.

d. Evidence of Insurance. Contractor shall provide written evidence of liability and workers compensation insurance to the City within 30 days of the execution of this Agreement.

**8. Complete Agreement.**

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

**9. Partial Invalidity.**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

TOOELE CITY CORPORATION

CONTRACTOR

\_\_\_\_\_  
Patrick H. Dunlavy, Tooele City Mayor

\_\_\_\_\_  
Paul Hansen Associates, L.L.C.  
By: Paul Hansen

Attest:

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

SEAL

Approved as to form:

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

# PROFESSIONAL SERVICES CONTRACT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and PAUL HANSEN ASSOCIATES, L.L.C. of Sandy, Utah, a limited liability company organized and licensed to do business in the State of Utah, (hereinafter “Contractor”) enter into this Agreement effective July 1, 2017 (the “Effective Date”).

## 1. General Recitals.

- a. Whereas, City desires to obtain and continue receiving assistance from Contractor in meeting certain of its needs relating to the provision of city engineering services for Tooele City; and,
- b. Whereas, Contractor is willing and able to assist City with the services; and,
- c. Whereas, the parties desire to reduce to writing the Agreement between them for Contractor’s assistance with the services:

**Now, therefore, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:**

## 2. Services.

- a. Description. The Contractor shall provide the following services to the City:
  - (1) Review, evaluate, and process site plans and subdivision proposals submitted to the City;
  - (2) Evaluate and assist in the preparation of bond agreements between development applicants and the City;
  - (3) Serve as a technical resource for the City’s culinary water, secondary water, storm water, sanitary sewer, street, and planning departments;
  - (4) Assist in the formation and operation of special improvement districts;
  - (5) Evaluate, recommend, and coordinate the design and construction of public improvements;
  - (6) Review and make recommendations regarding reimbursement agreements;
  - (7) Coordinate, communicate, and meet with City officers, employees, contractors, and the public concerning the aforementioned duties;
  - (8) Have Paul Hansen represent the City as the City Engineer.
- b. Additional Services. The City may request additional services by written task order supplement. The City and the Contractor shall negotiate the terms and compensation for additional work requested by task order supplement.
- c. Disclaimer of Right of Control. Contractor shall perform its duties competently in accordance with applicable law and accepted engineering practices. The City expressly disclaims any right to control the Contractor in the specifics of the performance of the Contractor’s duties.
- d. Contractor Personnel. The parties agree that the Contractor may perform its duties through the personal services of Paul Hansen or another of Contractor’s qualified employees.

- e. Availability. Contractor agrees to designate and maintain certain and specific hours during which its designated representative will be available at the City offices or by electronic communication, as necessary, in support of the activities required under the terms of this Agreement.
- f. Anticipated Hours. Contractor and the City recognize that the Contractor's billed hours will vary as duties demand. However, the parties estimate that over the course of the contract the Contractor will devote an average of approximately 32 hours per week under the role of City Engineer to fulfill the Contractor's obligations, and an average of approximately 32 hours per week under the role of Engineering Intern.

### **3. Compensation.**

- a. Rate and Hours. The City shall pay the Contractor at the rate of \$106 per hour for services rendered as City Engineer, and \$70 per hour for services rendered as Engineering Intern. The Contractor may invoice the City semi-monthly for such services. Upon the recommendation of the Mayor and the approval of the City Council, the Contractor may increase the hourly rates charged under this Contract by up to 5% each year effective July 1 of that year.
- b. Total Cost Contract. This Agreement is a "Total Cost Contract," and as such, the contract rates set out above include costs and expenses associated with the provision of the Contractor's services, except as hereinafter stated. The City will provide the following services: equipment, and materials for use by Contractor, office equipment as needed, including but not limited to furniture, computer, office telephone, cellular telephone/radio, printing and reproduction services, secretarial help, postage, delivery services, and other materials reasonably and necessarily associated with the performance of the services required under this Agreement. The parties stipulate that the City is providing these services, equipment, and materials to facilitate the Contractor's coordination and communication with the City's officers and employees, and that the Contractor's hourly rates have taken into consideration the City's provision of services, equipment, and materials.
- c. Travel Reimbursement. The parties agree that if the City requests the Contractor's representative to travel outside of the local area for business or activities reasonably and necessarily associated with the performance of the services required under this Agreement, the City shall reimburse the Contractor for the following reasonable travel expenses: meals, lodging, and transportation expenses. Use of the Contractor's owned vehicle shall be reimbursed at the rate of \$.55 per mile. Contractor shall submit written proof of its expenses along with any request for reimbursement.
- d. Payment and Limitations. Payment shall be based upon the invoiced number of hours at the contract rate plus travel reimbursements for the preceding half month. The City's obligation under this contract shall not exceed \$293,000 per contract year, not including services requested by task order supplement.
- e. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

**4. Record Keeping.**

Contractor agrees to maintain a record of services rendered on behalf of the City, including the number of hours expended and a description of the services performed. Contractor shall retain these records for a period of three years after the services are performed and shall provide the City access to Contractor's records for review at the City offices upon 72 hours written notice.

**5. Term of Agreement.**

This Contract shall commence on the Effective Date and continue for a period of four years. This Agreement supersedes all previous contracts between the parties.

**6. Termination.**

- a. Without Good Cause. This Agreement may be terminated without good cause by either party upon ninety (90) calendar days written notice. Should the Contractor desire termination without good cause, Contractor agrees to continue to fulfill its duties for the ninety-day period subsequent to the date of the notice. Should the City desire termination without good cause, the City agrees to retain the Contractor's services for the ninety day period subsequent to the date of the notice.
- b. With Good Cause. Either of the parties may terminate this Agreement immediately for good cause upon written notice.
- c. Notice. Notice shall be deemed given when personally delivered or mailed by certified mail. Unless changed by written administrative amendment to this Agreement, addresses for each of the parties are as follows:

Contractor: Paul Hansen Associates	City: Tooele City Mayor
1073 East 11780 South	90 North Main
Sandy, Utah 84094	Tooele, Utah 84074

**7. Indemnification and Insurance.**

- a. City Insurance and Indemnity. City agrees to add Contractor to City's liability insurance policy and to indemnify Contractor against claims by third parties alleging injury caused by the negligence of the Contractor or its employees while performing duties within the scope of this contract.
- b. Contractor Worker's Compensation Insurance. Contractor shall purchase and maintain worker's compensation insurance for all of its employees. At such times as the Contractor has only one employee, Contractor shall purchase and maintain worker's compensation insurance or shall obtain a waiver by Worker's Compensation of Utah.
- c. Contractor Liability Insurance and Indemnification. Contractor agrees to obtain and maintain professional liability insurance for the purpose of claims of liability related to engineering, design, and project management of infrastructure designed by the Contractor for and in behalf of the City. For such claims, Contractor further agrees to indemnify the City and hold the City, its officers, and employees harmless from

all claims of liability for injury or damage caused by any negligent acts or omissions of Contractor or any of Contractor's officers, employees, or agents in performance of this Agreement to the limit of \$250,000.

d. Evidence of Insurance. Contractor shall provide written evidence of liability and workers compensation insurance to the City within 30 days of the execution of this Agreement.

**8. Complete Agreement.**

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

**9. Partial Invalidity.**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

TOOELE CITY CORPORATION

CONTRACTOR

\_\_\_\_\_  
Patrick H. Dunlavy, Tooele City Mayor

\_\_\_\_\_  
Paul Hansen Associates, L.L.C.  
By: Paul Hansen

Attest:

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

SEAL

Approved as to form:

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

**TOOELE CITY CORPORATION**

**RESOLUTION 2017-34**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A LEASE-PURCHASE AGREEMENT WITH TCF EQUIPMENT FINANCE FOR THE PURCHASE OF A TORO GREENSMaster TRIFLEX HYBRID 3320.**

WHEREAS, the Parks and Recreation Department is in need of a piece of equipment called a Toro Greensmaster TriFlex Hybrid 3320 (the "Equipment"); and,

WHEREAS, the City Administration recommends purchasing the Equipment from TCF Equipment Finance for \$34,668.00 over a three-year period under the terms and conditions contained in the agreement documents attached hereto as Exhibit A; and,

WHEREAS, pursuant to Tooele City Code Chapter 1-5 (City Council) and 1-6 (Mayor), city expenditures in excess of \$20,000 must be approved by the City Council:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Exhibit A is hereby approved and that the Mayor is hereby authorized to sign all documents necessary to purchase the Equipment.

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)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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



## Exhibit A

### TFC Equipment Finance Contract Documents



Tooele City Corporation  
90 N Main Street  
Tooele, UT 84074

**RE: Governmental Lease-Purchase Agreement Number**

Dear Sir or Madam:

Thank you for choosing TCF Equipment Finance, a division of TCF National Bank for your capital equipment financing needs! Enclosed are the lease documents necessary to close the above mentioned transaction. The purpose of this letter is to provide you with step-by-step instructions as to what is required with respect to each document. At any time, if you have any questions, please don't hesitate to contact us for assistance.

<u>Document</u>	<u>Action Required</u>
• Governmental Lease-Purchase Agreement	Authorized Signature of Lessee and Clerk or Secretary of Lessee; <u>Clerk or Secretary signature must be someone other than the person providing Authorized Signature of Lessee</u>
• Attachment 1 - Lease Payment Schedule	Authorized Signature of Lessee
• Attachment 2 - Equipment Description	Authorized Signature of Lessee
• Attachment 3 - Acceptance Certificate	Authorized Signature of Lessee and Date <u>upon Equipment Acceptance</u>
• Attachment 4 - Insurance Coverage Requirements	Authorized Signature of Lessee; please also provide the name and contact information for your property and liability insurance carrier(s)
• Opinion of Counsel	Opinion Letter must be reproduced in its entirety (with Lessee's legal name replacing the blank space in paragraph one) on Lessee's legal counsel's letterhead and signed by Lessee's legal counsel
• Resolution	Resolution must be certified by an Authorized Signature of Lessee as a copy of resolution adopted by Lessee
• Lessee Fact Sheet	Please provide the requested information
• IRS Form 8038	Please consult Lessee's tax or financial professional regarding completion and provide a copy of the filed form
• Escrow Agreement and/or State Rider (if applicable)	Authorized Signature of Lessee, if applicable
➤ <u>Other Items Needed From Lessee:</u>	- Lessee's Sales Tax Exemption Certificate - Initial Payment (if applicable) as Indicated on Invoice



**GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0617030-301 DATED AS OF July 10, 2017  
(TAX-EXEMPT)**

<b>LESSOR</b>	Name <b>TCF Equipment Finance, a division of TCF National Bank</b>	Email: <b>customerservice@financediv.com</b>
	Address <b>1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926</b>	Fax Number: <b>319-833-4577</b>

<b>LESSEE</b>	Full Legal Name <b>Tooele City Corporation</b>	Email:
	Primary Address <b>90 N Main Street, Tooele, UT 84074</b>	Fax:
		Fiscal Year End:
		FEIN: <b>87-6000287</b>

<b>LEASE PAYMENT INFORMATION</b>	Principal Portion: <b>\$34,668.00</b>	Lease Payments: <i>See Attachment 1: Lease Payment Schedule</i>
	Interest Rate: <b>3.99%</b>	Payment Frequency:
	Maximum Lease Term: <b>36 Months</b>	<b>Annual</b>

<b>BANK QUALIFIED</b>	YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.
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**TERMS AND CONDITIONS**

Please read this Governmental Lease-Purchase Agreement No. 008-0617030-301 (including all attachments and schedules hereto, and any related escrow agreement, "Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee," and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns.

**1. LEASE:** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed on Attachment 2: Equipment Description, including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

**2. TERM:** This Lease is effective on the earlier of the date on which WE disburse funds to the vendor of the Equipment or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent (the "Commencement Date"), which date YOU hereby authorize US to fill in on the executed Lease Payment Schedule following OUR receipt from YOU of the executed Acceptance Certificate in the form set forth as Attachment 3 hereto, and continues thereafter for an Initial Term ("Initial Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms"), coinciding with YOUR budget year, up to the total number of months indicated above as the Maximum Lease Term; provided, however, that at the end of the Initial Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, YOU will be deemed to have continued this Lease for the next Renewal Term unless YOU have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. **THIS LEASE IS NON-CANCELABLE, EXCEPT AS PROVIDED IN SECTION 5.**

**3. LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from the due date.

**4. CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease, and to pay Lease Payments hereunder, through the Maximum Lease Term. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Maximum Lease Term can be obtained. YOUR responsible financial officer will do all things lawfully within his or her power to obtain and maintain funds from which Lease Payments may be made, including making provision for Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

**5. NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease will be deemed terminated at the end of the then current Initial Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Initial Term or Renewal Term, but failure to give such notice will not extend the term of this Lease beyond the then current Initial Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

**6. WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. To the extent such warranties are transferrable, WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE EXCEPT IN WRITING AND SIGNED BY THE PARTIES HERETO, AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE WILL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

**7. DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). WHEN THE EQUIPMENT HAS BEEN DELIVERED AND INSTALLED, YOU WILL IMMEDIATELY SIGN AND DELIVER TO US A SEPARATE ACCEPTANCE CERTIFICATE IN THE FORM SET FORTH AS ATTACHMENT 3 HERETO. WE MAY, AT OUR DISCRETION, CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT, AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT WILL HAVE THE SAME EFFECT AS A SIGNED ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the next page of this Lease.)

<b>LESSEE SIGNATURE</b>	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to this Lease (all of which are included by reference) and become part of this Lease. YOU acknowledge that YOU have read and agreed to all the Terms and Conditions.
	Tooele City Corporation Legal Name of Lessee
	By: Signature
	Print Name and Title: <b>Patrick H. Dunlavy</b>

<b>LESSOR SIGNATURE</b>	Name of Lessor <b>TCF Equipment Finance, a division of TCF National Bank</b>
	By: _____ Signature
	Print Name and Title _____
	<b>008-0617030-301</b> Lease Number

<b>CERTIFICATE OF CLERK OR SECRETARY</b>	I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Lease on behalf of Lessee and whose genuine signature appears thereon, (1) is the duly qualified and acting officer of Lessee as stated beneath his or her signature and (2) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee.
	Signature: Title: <b>Mayer</b>

THE ABOVE CERTIFICATION MUST BE SIGNED BY THE CLERK OR SECRETARY OF LESSEE, AND THE CLERK OR SECRETARY MUST BE A DIFFERENT INDIVIDUAL THAN THE OFFICER SIGNING IN THE "LESSEE SIGNATURE" BOX.

**8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS.** YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU will immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 (including but not limited to any termination pursuant to Section 5) or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, to the extent permitted by law, YOU grant to US a first and prior security interest in the Equipment, all cash and negotiable instruments comprising the escrow fund held under any related escrow agreement, and all proceeds of the foregoing. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

**9. MAINTENANCE.** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and to supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU acknowledge that WE are not responsible for providing any required maintenance and/or service for the Equipment. YOU will make all claims for service and/or maintenance solely to the supplier and/or manufacturer and such claims will not affect YOUR obligation to make Lease Payments.

**10. ASSIGNMENT.** YOU agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without OUR prior written consent. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits, but not the obligations, that WE now have. The rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. No assignment will be effective until YOU have received written notice from the assignor of the name and address of the assignee. YOU or YOUR agent will maintain a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

**11. LOSS OR DAMAGE.** YOU are responsible for the risk of loss or destruction of, or damage to, the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or if title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed will be paid to YOU.

**12. INDEMNITY.** WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries (including attorneys' fees and other expenses for the defense of such claim), regardless of nature, relating to the Equipment, including, without limitation, its manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance or operation. This indemnity will continue even after the termination of this Lease.

**13. TAXES.** YOU agree to pay any applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

**14. INSURANCE.** During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment. YOU will also obtain and maintain for the term of this Lease, liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$1,000,000 combined single limit or such greater amount as may be prescribed by any applicable state law. WE will be the sole named loss payee on the property insurance and named as an additional insured on the liability insurance, and such insurance shall provide US at least thirty days written notice of cancellation. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you.

**15. DEFAULT.** Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

**16. REMEDIES.** WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Initial Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; take whatever action at law or in equity may appear necessary or desirable to enforce OUR rights as owner of the Equipment; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

**17. PURCHASE OPTION.** Provided YOU are not in default, YOU will have the option to purchase all, but not less than all, of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Initial Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Initial Term or any Renewal Term then in effect, upon at least 30 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 30 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

**18. REPRESENTATIONS AND WARRANTIES.** YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as are applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease during the current budget year, and those funds have not been expended for other purposes; (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by this Lease or our interest in the Equipment; (h) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens. YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Maximum Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (i) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

**19. UCC FILINGS AND FINANCIAL STATEMENTS.** YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on an annual basis.

**20. UCC - ARTICLE 2A PROVISIONS.** YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

**21. TAX EXEMPTION.** YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU will file all necessary informational returns with the IRS, on a timely basis, and provide US with copies of such filed returns relating to this Lease. If YOU fail to file the necessary informational returns on a timely basis, YOU authorize US, in OUR sole discretion, to engage a tax professional to complete the required returns on YOUR behalf and expense, which YOU will promptly execute and file. If it is determined that any of the interest may not be excluded from gross income, YOU agree to pay to US an additional amount determined by US for the loss of such excludability.

**22. BANK QUALIFICATION.** If this Lease has been designated a "qualified tax-exempt obligation" on the front page of this Lease, YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

**23. CHOICE OF LAW; JURY TRIAL WAIVER.** This Lease will be governed and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

**24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease.

**25. COUNTERPARTS; NOTICES; ELECTRONIC TRANSACTION.** This Lease may be simultaneously executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. Notices hereunder shall be deemed given when delivered personally, sent via overnight courier, facsimile or e-mail (with confirmation of transmission), or certified U.S. Mail, addressed as set forth above. Copies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic counterparts for all purposes, including the filing of any claim, action or suit in the appropriate court of law. There shall be only one original counterpart of this Lease and it shall bear OUR original signature and be marked "Original." To the extent that this Lease constitutes chattel paper (as that term is defined by the UCC), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of such original bearing OUR original signature.

**26. ROLE OF LESSOR.** WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain YOUR own financial, legal, tax, accounting and other advice with respect to this Lease from YOUR own advisors (including as it relates to structure, timing, terms and similar matters).

ATTACHMENT 1 TO  
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0617030-301 DATED AS OF July 10, 2017

LEASE PAYMENT SCHEDULE

LESSOR: TCF Equipment Finance, a division of TCF National Bank

LESSEE: Tooele City Corporation

COMMENCEMENT DATE\*: \_\_\_\_\_

INTEREST RATE: 3.99%

PAYMENT FREQUENCY: Annual

The first Lease Payment shall be due in advance on the Commencement Date, and subsequent Lease Payments shall be due annually on the same day of each year thereafter until paid in full.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Purchase Price
1	12,019.25	0.00	12,019.25	34,668.00
2	12,019.25	920.40	11,098.85	22,648.75
3	12,019.25	469.35	11,549.90	11,549.90
Grand Totals	36,057.75	1,389.75	34,668.00	0.00

Lessee: Tooele City Corporation


  
 By: Patrick A. Dunlavy

Print Name: PATRICK A. DUNLAVY
  
 Title: Mayor

\*YOU hereby authorize US to fill in the Commencement Date based on the earlier of the date that WE disburse funds to the Vendor of the Equipment following receipt of YOUR executed Acceptance Certificate, or the date on which WE deposit funds for the purchase of the Equipment with an escrow agent.

ATTACHMENT 2 TO  
 GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0617030-301 DATED AS OF July 10, 2017

EQUIPMENT DESCRIPTION

The Equipment consists of the equipment described below, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof:

Description/Serial No./Model No.	Location	Total Cost
(1) Toro Greensmaster TriFlex Hybrid 3320 together with all attachments and accessories thereto	90 N Main Street, Tooele, UT 84074	\$34,668.00

Lessee: Tooele City Corporation

By: *Richard A. Sunley*
 Print Name: *Richard A. Sunley*  
 Title: *Mayor*

ATTACHMENT 3 TO  
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0617030-301 DATED AS OF July 10, 2017

ACCEPTANCE CERTIFICATE

TCF Equipment Finance, a division of TCF National Bank  
1111 West San Marnan Dr, Suite A2 West  
Waterloo, IA 50701-8926

Re: Governmental Lease-Purchase Agreement No. 008-0617030-301 between TCF Equipment Finance, a division of TCF National Bank, as Lessor (the "Lessor"), and Tooele City Corporation, as Lessee (the "Lessee").

Ladies and Gentlemen:

In accordance with the above-referenced Governmental Lease-Purchase Agreement No. 008-0617030-301 (the "Lease"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Lease) listed in the Lease has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Lease as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Lease.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a default as set forth in Section 15 of the Lease exists at the date hereof.
5. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
6. The serial number for each item of Equipment that is set forth in the Lease is correct.
7. Lessee hereby acknowledges and agrees to the Lease Payment Schedule attached to the Lease as Attachment 1.

X Date: \_\_\_\_\_, 20\_\_

Lessee: Tooele City Corporation

X By: *[Signature]* X Print Name: Patrick H. Dunbar  
X Title: Mayor



Invoice

Date of Invoice: 07/10/2017
Application Number: 326152
Contract Number: 008-0617030-301

To: Tooele City Corporation
90 N Main Street
Tooele, UT 84074

Advance Payments/Security Deposit

Table with 5 columns: Description, Contract Payment, Sales/Use Tax, Other, Amount. Rows include First Payment in Advance, Last Payment in Advance, and Sub Total.

Other Fees/Charges

Table with 2 columns: Fee Description, Amount. Row includes Documentation Fee \$250.00.

Other Fees/Charges Sub Total \$250.00

Invoice Total Due

Invoice Total Due \$12,269.25

Remit Payment with Completed Documents to: 866-465-3149 OR TCF Equipment Finance, a division of TCF National Bank 1111 West San Marnan Dr, Suite A2 West Waterloo, IA 50701-8926



**Information Return for Small Tax-Exempt  
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

▶ Under Internal Revenue Code section 149(e)  
**Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.**

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name <i>Tosale, City Corporation</i>		2 Issuer's employer identification number (EIN) <i>8716000287</i>
3 Number and street (or P.O. box if mail is not delivered to street address) <i>90 N. Main St.</i>		Room/suite
4 City, town, or post office, state, and ZIP code <i>Tosale UT 84074</i>		5 Report number (For IRS Use Only) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information <i>Sharon Wimmer, Asst. Finance Director</i>		7 Telephone number of officer or legal representative <i>435-843-2156</i>

<b>Part II Description of Obligations</b> Check one: a single issue <input type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ <input type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ <input type="checkbox"/>	
12 Vendor's or bank's name: _____	
13 Vendor's or bank's employer identification number: _____	

**Signature and Consent** Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

*Sharon Wimmer* Signature of issuer's authorized representative      Date \_\_\_\_\_

*Sharon Wimmer  
Asst. Finance Director* Type or print name and title

<b>Paid Preparer Use Only</b>	Print/Type, preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.** Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

## When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

## Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

## Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

## Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

## Definitions

**Obligations.** This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

**Tax-exempt obligation.** This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

## Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 3 and 4.** Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

**Note.** The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Part II—Description of Obligations**

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

**Lines 9a through 9h.** Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

**Lines 9i and 9j.** For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Line 9k.** Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

**Line 10.** Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

**Line 11.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

**Line 12.** Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Line 13.** Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Signature and Consent**

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

**Note.** If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

**Paid Preparer**

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

**Paperwork Reduction Act Notice**

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

- Learning about the law or the form** . . . . . 4 hr., 46 min.
- Preparing the form** . . . . . 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS** . . . . . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

# OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: July 10, 2017

Lessee: Tooele City Corporation  
90 N Main Street  
Tooele, UT 84074

Lessor: TCF Equipment Finance, a division of TCF National Bank  
1111 West San Marnan Dr, Suite A2 West  
Waterloo, IA 50701-8926

Re: Governmental Lease-Purchase Agreement No. 008-0617030-301, dated as of July 10, 2017, by and between Tooele City Corporation and TCF Equipment Finance, a division of TCF National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Governmental Lease-Purchase Agreement described above and the related escrow agreement, if any (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Utah (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is \_\_\_\_\_.

2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.

4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 5 of the Lease.

5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the

appropriation of monies to make Lease Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by TCF Equipment Finance, a division of TCF National Bank and its successors and assigns.

Very truly yours,

**TOOELE CITY CORPORATION**

**RESOLUTION 2017- 31**

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

WHEREAS, the Police Department has identified a number of technology-related equipment items, to include computers, that are no longer capable of meeting Tooele City's technology needs (see list of equipment attached as Exhibit A); and,

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

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

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

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

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

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



TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

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

# Exhibit A

## List of Surplus Equipment

## TOOELE CITY POLICE DEPARTMENT INOPERABLE EQUIPMENT

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Serial Number	Item Description (make and model)	Location	Condition
ADVR11642	CANNON IP110	TCPD	NO POWER.
ABTB76413	CANNON IP100	TCPD	NO POWER.
ABTB76413	CANNON IP100	TCPD	NO POWER.
ABTB76413	CANNON IP100	TCPD	NO POWER.
ABTB76413	CANNON IP100	TCPD	NO POWER.
R9-HG3X6	LENOVO E520	TCPD	LAPTOP COVER IS COMPLETELY TORN OFF.
41A5289	LENOVO KEYBOARD	TCPD	DOESN'T TYPE.
41A5289	LENOVO KEYBOARD	TCPD	DOESN'T TYPE.
41A5289	LENOVO KEYBOARD	TCPD	DOESN'T TYPE.
41A5289	LENOVO KEYBOARD	TCPD	DOESN'T TYPE.
41A5289	LENOVO KEYBOARD	TCPD	DOESN'T TYPE.
41A5289	LENOVO KEYBOARD	TCPD	DOESN'T TYPE.
CF-52PGNBX2M	PANASONIC TOUGHBOOK	TCPD	BAD MOTHERBOARD
MY230810KB	HP OFFICEJET 100	TCPD	DOESN'T PRINT, BAD ROLLERS.
MYL37628760	HP SCANJET 7650	TCPD	DOESN'T PRINT AND OLD TECHNOLOGY.

## Exhibit B

### Disposal Policy

## Disposal of Technology-Related Equipment Procedure

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

12. At no time will any equipment/item(s) be given to an employee, unless an employee is the highest bidder in the sale process listed in Item #10(b) above. Notwithstanding the previous statement, at no time may a member of the IS Department, or any other employee involved in the decision making process that declared the property as surplus, bid for or purchase equipment that was declared surplus by the Department.



**TOOELE CITY CORPORATION**

**RESOLUTION 2017-35**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPOINTING TRAVIS BRADY TO THE ADMINISTRATIVE CONTROL BOARD OF THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT.**

WHEREAS, the Tooele City Council created the North Tooele City Special Service District (“District”) on June 16, 1999, pursuant to Sections 17A-2-1301 through 17A-2-1332, Utah Code (since renumbered to U.C.A. Title 17D, Chapter 1); and,

WHEREAS, the aforementioned Utah Code sections allow for the establishment of an administrative control board (“Board”) for the District, the powers of that Board being specified by the Utah Code and by the governing authority of the District, which is the Tooele City Council; and,

WHEREAS, the term of board members is generally four years (U.C.A. Section 17D-1-304); and,

WHEREAS, the Board recommends filling the existing vacancy with the appointment of Travis Brady, to serve through December 31, 2020, with the term intended to maintain a balanced rotation of terms on the standardized term termination date of December 31<sup>st</sup> of any given year (see Travis Brady’s note of interest and the Board chairman’s recommendation attached as Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Travis Brady is hereby appointed to serve as a member of the Administrative Control Board of the North Tooele City Special Service District, for a term ending December 31, 2020, as further indicated below:

<b>Name</b>	<b>Term of Service</b>	<b>Length of Service</b>
Jed Winder	01-01-14 to 12-31-17	since 03-19-08
Erick Brondum	01-01-14 to 12-31-17	since 01-01-06
Michael Maloy	01-01-14 to 12-31-17	since 06-05-02
Maresa Manzione	01-01-14 to 12-31-17	since 04-20-11
Jeff Hammer	01-18-17 to 12-31-20	since 01-18-17
Katrina Call	06-30-17 to 12-31-20	since 06-30-17
Travis Brady	08-16-17 to 12-31-20	since 08-16-17

This Resolution shall become effective immediately 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)

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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

## Note of Interest and Board Chairman Recommendation

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August 9, 2017

Maresa and Board Members,

My name is Travis Brady and I am interested in the vacant position on the board. I graduated with a bachelors degree in accounting from Southern Utah University in December 2016 and a masters in accounting from the University of Utah in May 2018. I am currently in the process of becoming a certified public accountant in the state of Utah. I work at KPMG, an accounting firm, in Salt Lake City.

I was raised in Tooele and moved back after graduating from SUU because I have always loved living in Tooele. I am looking forward to getting involved in the community any way possible. I hope I can give back to Tooele by serving on the North Tooele City Special Service District Board.

Thanks,

Travis Brady

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August 9, 2017

Councilwoman Winn,

The NTCSSD voted unanimously with a positive recommendation to have Travis Brady appointed as a member of the NTCSSD.

NTCSSD Chair  
Jeff Hammer

**TOOELE CITY CORPORATION**

**ORDINANCE 2017-23**

**AN ORDINANCE OF TOOELE CITY RENUMBERING TOOELE CITY CODE SECTION 8-3-14 REGARDING RECREATIONAL FIRES TO SECTION 3-1-29.**

WHEREAS, TCC Section 8-3-14 contains Tooele City’s prohibition of the burning of solid waste and rules for recreational fires, and reads as follows:

**8-3-14. Burning of solid waste; recreational fires.**

(1) General Rule. No person shall, for the purpose of final disposal thereof, burn on any lot, street, alley, gutter or on any land, public or private, any solid waste.

(2) Exception. Recreational or cooking fires are allowed by persons on their own property so long as:

(a) the recreational or cooking intention for the fire is evident;

(b) the fire pile height does not exceed 12 inches above the bottom of the fire ring, fire pit, or other fire containing structure at any time;

(c) the fire is contained within a non-combustible fire ring, fire pit, or other fire containing structure no larger than 36 inches in diameter;

(d) fire extinguishing items are immediately on-hand (e.g., hose, shovel, water bucket, fire extinguisher); and,

(e) the fire does not become a smoke or fume nuisance to neighboring properties.

(Ord. 2012-08, 03-21-2012) (Ord. 1993-18, 10-01-1993)

; and,

WHEREAS, TCC Chapter 3-1 (Fire Department) contains the City’s rules and authority regarding fires and the fire department; and,

WHEREAS, the Fire Chief recommends that Section 8-3-14 is more appropriately located in Chapter 3-1 given the nature of the section and the fire department’s authority over fire-related issues; and,

WHEREAS, the City Administration recommends that Section 8-3-14 be renumbered to Section 3-1-29:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 8-3-14 is hereby renumbered Section 3-1-29.

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)

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\_\_\_\_\_  
\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

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

**TOOELE CITY CORPORATION**

**RESOLUTION 2017-29**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN EASEMENT FOR ROCKY MOUNTAIN POWER FOR AN ELECTRIC SWITCH GEAR BOX AT 900 WEST 894 SOUTH.**

WHEREAS, Rocky Mountain Power has approached Tooele City with the request for an easement with the dimensions of 17.5 feet x 16 feet at the location of the City's buried water tank located at 900 West 894 South for the purpose of relocating and expanding an electric switch gear box; and,

WHEREAS, the electric switch gear box and easement will not interfere with the city water tank because the easement property will be fenced, separating the two uses; and,

WHEREAS, as a condition of receiving the easement, Rocky Mountain Power has agreed to install the necessary fencing to allow the easement and separate the two uses, which fencing will preserve the existing city access gate on 900 West Street; and,

WHEREAS, the electric gear switch box and easement will be accessed from the 900 West Street public right-of-way and not from the adjacent city water tank property; and,

WHEREAS, because the electric switch gear box will provide greater reliability to local customers, and will not encroach upon the water tank property, and due to the direct and indirect benefits to Tooele City and its residents, the City Administration recommends that there be no cash cost associated with this easement:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the easement attached as Exhibit A and illustrated in Exhibit B is hereby approved, and that the Mayor is hereby authorized to execute the same.

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

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



TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

Exhibit A

Easement Document

## Exhibit B

### Easement Illustrations

Return to:  
Rocky Mountain Power  
Lisa Louder/ Travis Tanner  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: Tooele Switch Gear  
WO#: 6365504  
RW#:

### **RIGHT OF WAY EASEMENT**

For value received, **Tooele City Corporation**, (“Grantor”), hereby grants **Rocky Mountain Power**, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way **17.5 feet in width** and **16 feet in length**, more or less, (the “right-of-way”) for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of an electric switch gear box, on, over, or under the surface of the real property of Grantor in **Tooele County, State of Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit “A” attached hereto and by this reference made a part hereof:

**Legal Description:** Lot 1, West Meadows-Plat A, a subdivision according to the Official Plat thereof, as recorded in the County of Tooele, State of Utah.

**Assessor Parcel No.** 12-103-0-001

Together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities.

At no time shall Grantor place, use or permit any equipment or material of any kind on or within the boundaries of the right of way without prior written permission of Grantee.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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*Tooele City Corporation, GRANTOR*

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*Toole City Corporation, GRANTOR*

**Remainder of Page Left Intentionally Blank**

**Acknowledgment by Trustee, or Other Official or Representative Capacity:**

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned  
Notary Public in and for said State, personally appeared \_\_\_\_\_

\_\_\_\_\_(representative's name(s)), known or identified to me to be the person whose name  
is subscribed as \_\_\_\_\_(title/capacity  
in which instrument is executed) of \_\_\_\_\_  
and acknowledged to me that (he/she/they) executed the same.

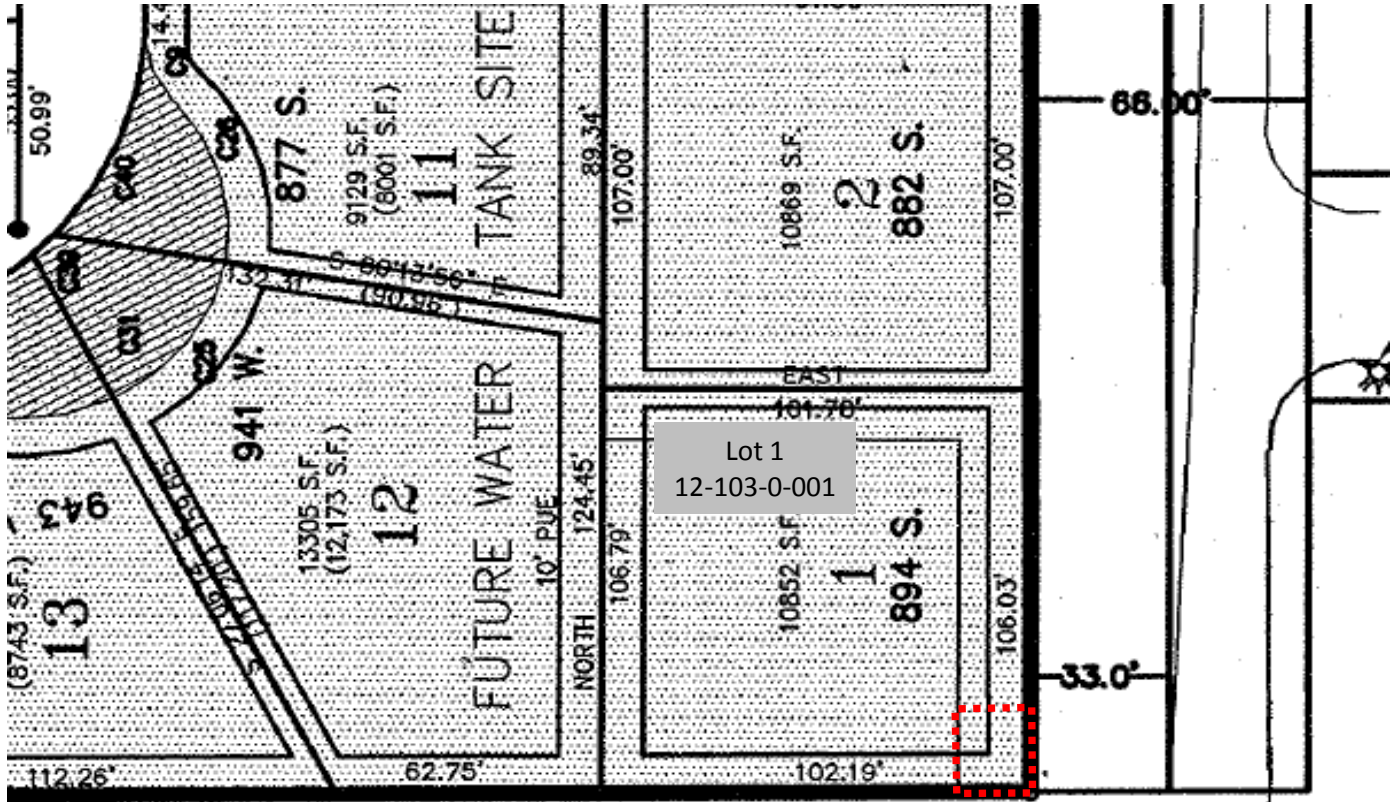
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year in this certificate first above written.

\_\_\_\_\_  
(Notary Signature)

NOTARY PUBLIC FOR \_\_\_\_\_ (state)  
Residing at: \_\_\_\_\_ (city, state)  
My Commission Expires: \_\_\_\_\_ (d/m/y)

## Property Description

Quarter SE Quarter NW Section 32 Township 3S  
 Range 4W SLB & Meridian  
 County Tooele State Utah  
 Parcel Number: 12-103-0-001



Lot 1  
12-103-0-001

Easement Area  
17.5' x 16' (+or-)  
0.0064 acres

Drawing Not to Scale

CC#: WO: 6365605  
 Landowner:  
 Drawn by: Byoung

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

### EXHIBIT A



SCALE:

**EXHIBIT A**

**MAPPING PERTINENT TO VISTA LINDA PRELIMINARY PLAN**





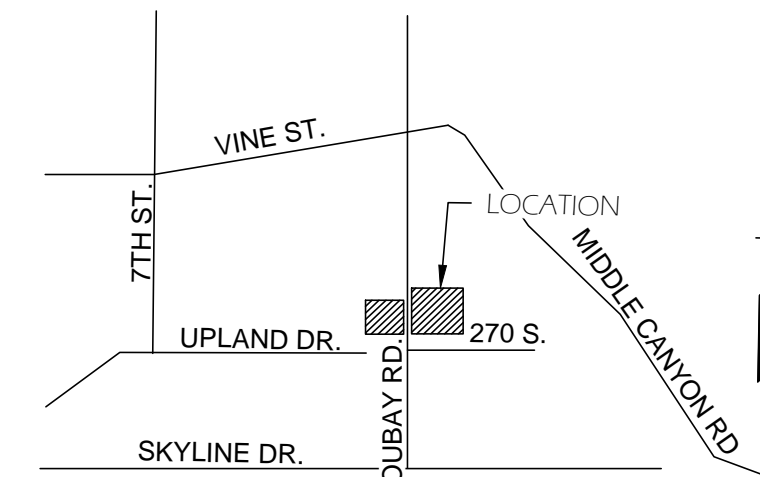
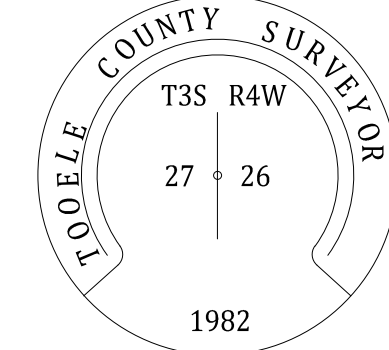
# PRELIMINARY PLAT-NOT TO BE RECORDED - VISTA LINDA SUBDIVISION PH I & PH2

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26 TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE MERIDIAN

TOOELE COUNTY, TOOELE CITY, UTAH

BUZAINIS PARCEL 2-131-2 ENTRY NO. 158572

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C21	22.03	232.63	5° 25' 37"	S87° 30' 02"E	22.03
C22	16.30	172.41	5° 25' 01"	S87° 30' 11"E	16.29
C23	46.38	29.50	90° 04' 58"	N44° 42' 29"E	41.75
C24	16.39	958.00	0° 58' 48"	N0° 50' 09"W	16.39
C25	19.16	200.00	5° 29' 21"	S87° 30' 02"E	19.15
C26	18.91	200.00	5° 25' 01"	S87° 32' 31"E	18.90
C27	13.74	170.25	4° 37' 25"	S87° 04' 16"E	13.73
C28	21.77	230.22	5° 25' 01"	S87° 32' 22"E	21.76
C29	46.30	29.50	89° 55' 02"	S45° 17' 31"E	41.69



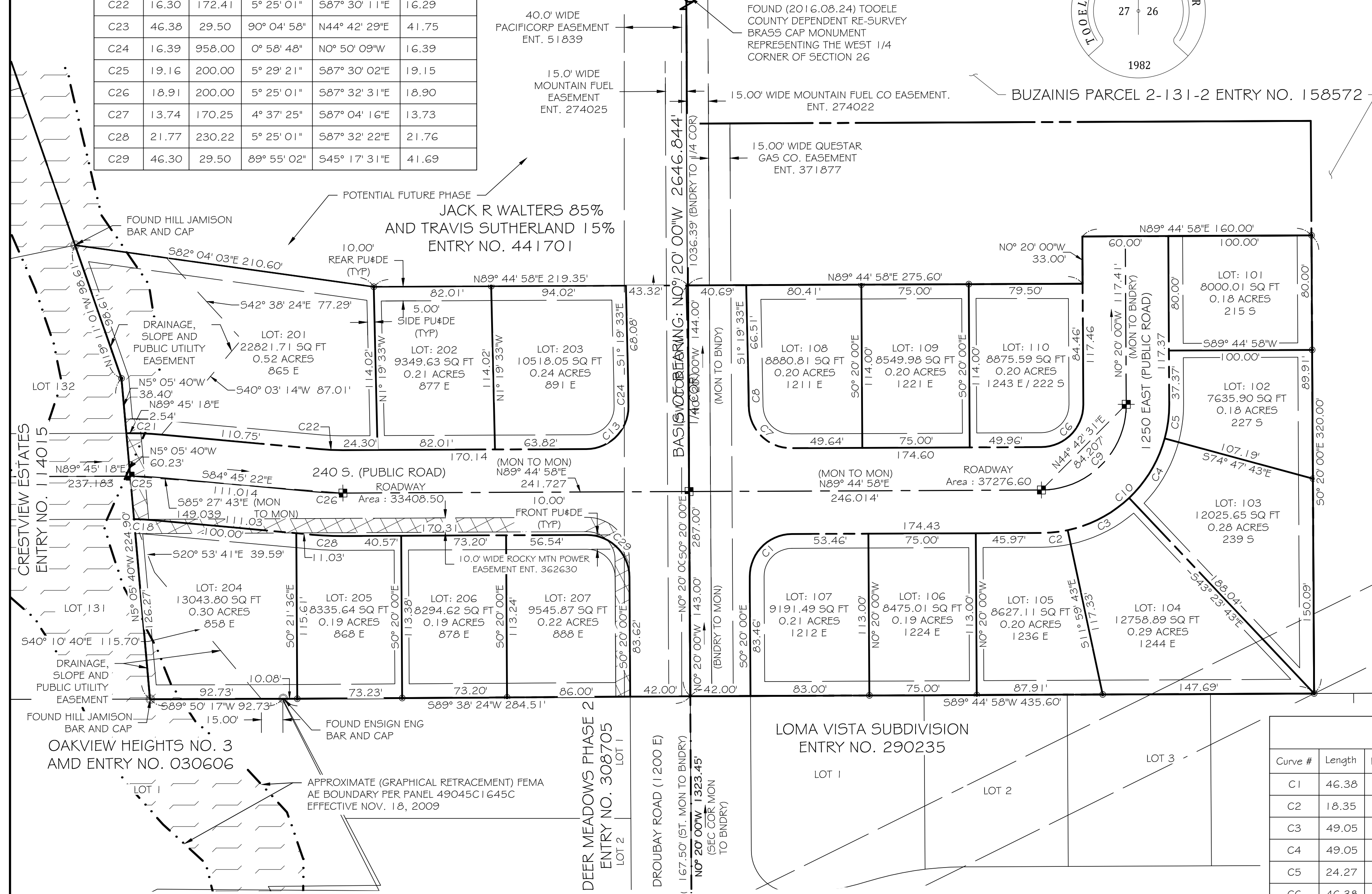
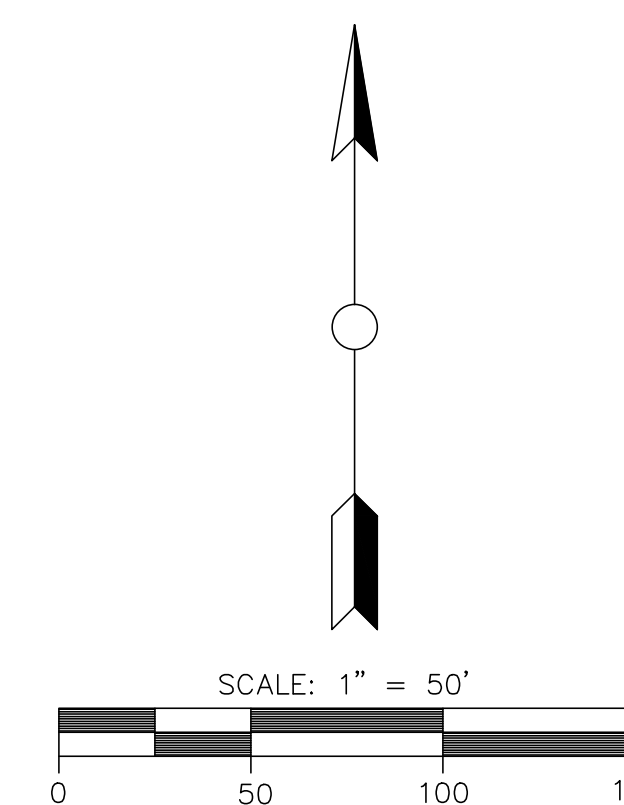
VICINITY MAP  
1 INCH = 2000 FT

### NOTES:

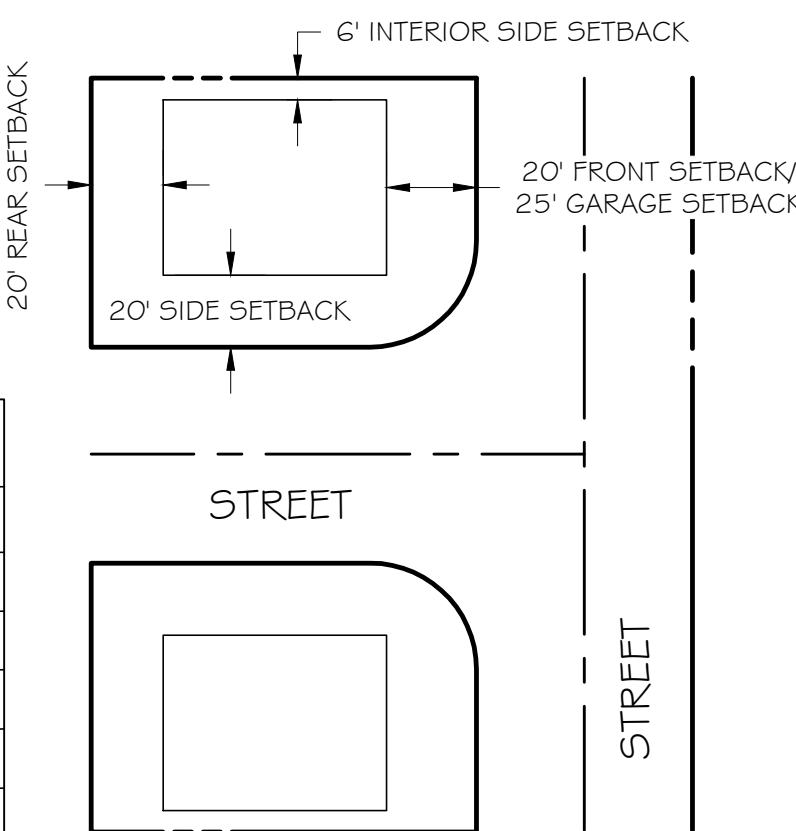
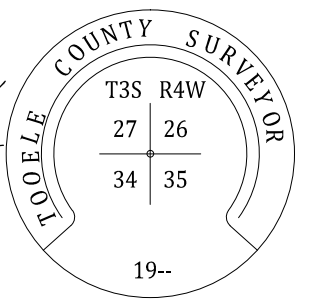
- PROPERTY CORNERS AT THE FRONT OF LOTS WILL BE REFERENCED BY OFFSET RIVETS PLACED IN THE SIDEWALK.

### LEGEND

- SET 3/8" REBAR, 24 INCH LONG WITH ALUMINUM CAP MARKED "RICHARDSON SURVEYING, INC PLS 152050"
- EASEMENT
- SECTION LINE
- PROPERTY LINE
- CENTERLINE
- SET STREET MONUMENT PER CITY STANDARDS
- FEMA AE BOUNDARY FROM GRAPHIC POSITION OF MAP PANEL 49045C1 G45C



Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	46.38	29.50	90° 04' 59"	S44° 42' 28"W	41.75
C2	18.35	89.50	11° 44' 41"	S83° 52' 38"W	18.31
C3	49.05	89.50	31° 24' 00"	S62° 18' 17"W	48.44
C4	49.05	89.50	31° 24' 00"	S30° 54' 17"W	48.44
C5	24.27	89.50	15° 32' 17"	S7° 26' 09"W	24.20
C6	46.38	29.50	90° 04' 58"	S44° 42' 29"W	41.75
C7	46.09	29.50	89° 30' 36"	S45° 29' 44"E	41.54
C8	18.26	1042.00	1° 00' 14"	S0° 49' 41"E	18.26
C9	93.55	59.50	90° 05' 00"	N44° 42' 31"E	84.21
C10	49.05	89.50	31° 24' 00"	S62° 18' 17"W	48.44



<b>POST MASTER</b> APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE POST MASTER. _____ POST MASTER	<b>CENTURY LINK</b> APPROVED THIS _____ DAY OF _____ A.D. 20____ BY CENTURY LINK _____ CENTURY LINK
<b>SCHOOL DISTRICT</b> APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY SCHOOL DISTRICT. _____ TOOELE COUNTY SCHOOL DISTRICT	<b>PARKS DEPARTMENT</b> APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY PARKS DEPARTMENT. _____ TOOELE CITY PARKS DEPARTMENT

<b>QUESTAR GAS</b> QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532. APPROVED THIS _____ DAY OF _____ A.D. 20____ QUESTAR GAS COMPANY BY - _____ TITLE - _____	<b>ROCKY MOUNTAIN POWER</b> ROCKY MOUNTAIN POWER, A DIVISION OF PACIFICORP APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRICAL UTILITIES SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ROCKY MOUNTAIN POWER AT 1-800-469-3981. APPROVED THIS _____ DAY OF _____ A.D. 20____ ROCKY MOUNTAIN POWER BY - _____ TITLE - _____	<b>COMCAST</b> APPROVED THIS _____ DAY OF _____ A.D. 20____ BY COMCAST CABLE _____ COMCAST	<b>COUNTY HEALTH DEPT.</b> APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY HEALTH DEPARTMENT. _____ TOOELE COUNTY HEALTH DEPARTMENT	<b>CITY ATTORNEY</b> APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____ _____ TOOELE CITY ATTORNEY
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<b>CITY COUNCIL</b> APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY COUNCIL. _____ CHAIRMAN TOOELE CITY COUNCIL	<b>CITY ATTORNEY</b> APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____ _____ TOOELE CITY ATTORNEY
--	---

### SURVEYOR'S CERTIFICATE

I, Joseph Don Richardson, Professional Land Surveyor No. 4265 (152050), State of Utah, as President of RICHARDSON SURVEYING, INC., a Utah corporation, certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as VISTA LINDA SUBDIVISION PHASE 1 AND PHASE 2 and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

### BOUNDARY DESCRIPTION

Beginning at a point North 00°20'00" West 1323.45 feet along the Section line from the Southwest Corner of Section 26, Township 3 South, Range 4 West, Salt Lake Base and Meridian and running thence South 89°38'24" West 284.51 feet along the northern boundary of Deer Meadows Phase 2 Subdivision, recorded 6/06/2008 as Entry Number 308705 of the Tooele County Recorder's office; thence South 89°50'17" West 92.73 feet along the northern boundary of Lot 1 of the Oakview Heights No. 3 Subdivision Amd, recorded 11/16/1989 as Entry Number 030606 of the Tooele County Recorder's office to the eastern boundary of Crestview Estates Subdivision, recorded 6/29/1998 as Entry Number 114015 of the Tooele County Recorder's office; thence along the eastern boundary of Crestview Estates the following two (2) courses: 1) North 05°05'40" West 224.90 feet, 2) North 19°11'01" West 98.61 feet; thence South 82°04'03" East 210.60 feet; thence North 89°44'58" East 219.35 feet to the Section Line; thence North 89°44'58" East 275.60 feet; thence North 00°20'00" West 33.00 feet; thence North 89°44'58" East 160.00 feet to Buzainis parcel number 02-131-0-0002 recorded 02/05/2001 as Entry Number 158572 of the Tooele County Recorder's office; thence along the western boundary of parcel 02-131-0-0002, South 00°20'00" East 320.00 feet to the northern boundary of Loma Vista Subdivision, recorded 8/1/2007 as Entry Number 290235 of the Tooele County Recorder's office; thence along the northern boundary of Loma Vista Subdivision South 89°44'58" West 435.60 feet to the point of beginning. Containing 5.64 Acres, m/l.

The basis of bearing of this description is North 00°20'00" West 2646.844 feet from a Tooele County Surveyor's Office Dependent Resurvey brass cap monument representing the Southwest Corner of said Section 26 to a Tooele County Surveyor's Office Dependent Resurvey brass cap monument representing the West Quarter Corner of said Section 26. Subject to and together with agreements, conditions, restrictions, easements, rights, rights-of-way, reservations, and covenants of record, or apparent use, or enforceable in law or equity.

### OWNER'S DEDICATION

Know all men by these presents that I/we, the under-signed owner(s) of the above described tracts of land, having caused same to be subdivided into lots and street, together with easements, hereafter known as the

### VISTA LINDA SUBDIVISION

do hereby dedicate to Tooele City all those tracts of land designated on this plat as streets, the same to be used as public thoroughfares forever. The undersigned Owner(s) also hereby convey(s) 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 public utility service lines and facilities.

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

By: Bart Powell  
 By: Jack Walters  
 By: Travis Sutherland  
 By: \_\_\_\_\_

### ACKNOWLEDGMENT

STATE OF UTAH  
 COUNTY OF TOOELE

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

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

My commission expires \_\_\_\_\_  
 residing in \_\_\_\_\_ Notary Public

PREPARED BY:  
**RICHARDSON SURVEYING, INC.**  
 3448 SOUTH 100 WEST  
 BOUNTIFUL UTAH 84010  
 PHONE: (801) 298-1615  
 EMAIL: rsurvey@gmail.com

**CIVIL PROJ-EX, INC**  
 ENGINEERS \* PLANNERS  
 96 SOUTH QUIRK STREET  
 GRANTSVILLE, UTAH 84029

**OWNERS: BART POWELL, JACK WALTERS, TRAVIS SUTHERLAND**  
 435-840-3010  
 1094 NORTH MAIN ST. TOOELE, UT 84074

DRN: BVB DATE: 2017.04.27  
 DES: BVB DATE: \_\_\_\_\_  
 CKD: JDR DATE: \_\_\_\_\_

SCALE: AS SHOWN  
 JOB # 16-45008  
**V-100**  
 NO. 1 OF 1

<b>QUESTAR GAS</b> QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532. APPROVED THIS _____ DAY OF _____ A.D. 20____ QUESTAR GAS COMPANY BY - _____ TITLE - _____	<b>ROCKY MOUNTAIN POWER</b> ROCKY MOUNTAIN POWER, A DIVISION OF PACIFICORP APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRICAL UTILITIES SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ROCKY MOUNTAIN POWER AT 1-800-469-3981. APPROVED THIS _____ DAY OF _____ A.D. 20____ ROCKY MOUNTAIN POWER BY - _____ TITLE - _____	<b>COMCAST</b> APPROVED THIS _____ DAY OF _____ A.D. 20____ BY COMCAST CABLE _____ COMCAST	<b>COUNTY HEALTH DEPT.</b> APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY HEALTH DEPARTMENT. _____ TOOELE COUNTY HEALTH DEPARTMENT	<b>CITY ATTORNEY</b> APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____ _____ TOOELE CITY ATTORNEY
<b>CITY ENGINEER</b> APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____ _____ TOOELE CITY ENGINEER	<b>CITY ENGINEER</b> APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____ _____ TOOELE CITY ENGINEER	<b>CITY ENGINEER</b> APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____ _____ TOOELE CITY ENGINEER	<b>CITY ENGINEER</b> APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____ _____ TOOELE CITY ENGINEER	<b>CITY ENGINEER</b> APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____ _____ TOOELE CITY ENGINEER

### VISTA LINDA SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26  
 TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
 SALT LAKE MERIDIAN,  
 CITY OF TOOELE, TOOELE COUNTY, UTAH

### CITY PLANNING COMMISSION

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



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

Date: Wednesday, July 19, 2017  
Time: 6:00 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  
Brad Pratt  
Steve Pruden

**City Employees Present:**

Mayor Patrick Dunlavy  
Glenn Caldwell, Finance Director  
Michelle Pitt, Recorder  
Matt Johnson, Assistant City Attorney  
Rachelle Custer, City Planner  
Randy Sant, Economic Development and Redevelopment Agency Director  
Paul Hansen, City Engineer

Minutes prepared by Michelle Pitt

**1. Open Meeting**

Chairwoman Winn called the meeting to order at 6:00 p.m.

**2. Roll Call**

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

**3. Discussion:**

- Canyon Village – Rust Phase 1 Final Plat Request  
Presented by Rachelle Custer

Ms. Custer stated that this is the first phase of three phases for the Canyon Village Rust development. The developers are requesting approval of a final plat for approximately 7.9 acres located at approximately 1800 North Copper Canyon Drive. This phase consists of 27 lots. Six of the lots will be developed as four unit townhomes and 21 lots will be single family residential homes. Councilman Pruden stated that he likes the way this developer handles his projects, doing a little bit at a time. Mr. Hansen added that because the multi-family lots are not definitive in terms of what they are actually are going to put on that lot, the City staff has not exacted water rights for the six multi-family lots. City staff would like to address that when they come back in and the landscaping and design has been completed. This will allow the developers to move forward, and the City will collect the water rights on the 21 single family lots at this time. Mr. Hansen went on to say that the City holds predevelopment meetings once a week, on Mondays. The next meeting would be on the 24<sup>th</sup>, which is a holiday. Therefore, the next meeting will be held on the 31<sup>st</sup>, since the 24<sup>th</sup> is a holiday and key staff required for the meeting are not available later that week. The developer might ask for an exception, saying it will delay him. Mr. Hansen is asking that City staff be allowed to follow the schedule of Mondays, and hold the next one on the 31<sup>st</sup>.

Councilman Pruden asked if the lots were large enough for homes. Ms. Custer stated that the developer shows plans of three car garages, but the lot size may not accommodate that for all of the units. Ms. Custer said that it will be up to the developer to fit their home to the lot size. The City only requires a two car garage. Ms. Custer went on to say that some lots have double frontage lots. The developers will be some of the first to design to the City's new double frontage standards.

#### **4. Council Reports**

Councilman Wardle stated that USU hasn't met, and the Council of Governments cancelled their meeting.

Councilman Pruden stated that the last Fridays on Vine was late getting started due to equipment challenges. Councilman Pruden said that although they were late getting started, people stayed and waited. This Friday, Joshua Creek will perform. The finale will be Ryan Shupe and the Rubberband. It has been determined that the Labor Day concert event will be called the "Tooele City Music Festival". It will be from 2:00-10:00 p.m. with five bands and a saxophonist performing in between bands setting up. There will be food trucks there as well. The 4<sup>th</sup> of July concert, with Starship, went well and was fun.

Councilman Pruden thanked staff for all the work they did during the 4<sup>th</sup> of July, especially the parks employees, and Terra, Holly, and Brian. He complimented how well the grass at the aquatic center park bounced back after the arts festival. Mr. Hansen noted that the ability of the grass to recover was due in part to the reclamation product that was applied.

Councilman Wardle stated that the parade was done well this year. He said he appreciated the efforts to continually make the City's parade safer. Mayor Dunlavy said that the new route was easier for the police to do their jobs. Staging was easier, with less traffic. Councilman Pruden said he heard lots of positive comments this year about the 4<sup>th</sup> of July as a whole.

Councilman Pratt had no meetings. CTC has not met. He said the 4<sup>th</sup> of July concert and fireworks were amazing. Fridays on Vine concerts are going well. He also complimented City staff on the work they do for the 4<sup>th</sup>.

Councilman McCall had nothing to report.

Chairwoman Winn said that the North Tooele City Special Service District (NTCSSD) did not have a meeting. They still have an opening on the board. Chairwoman Winn said that Mr. Hansen met with Erik and Jeff of the NTCSSD and gave a presentation on street lights. She expressed appreciation for the presentation and said that the NTCSSD is ready to support a change to the District's street lights. Mr. Hansen added that all new light replacement will be consistent with Black & McDonald's contract. The light replacement should be easier because they will be working with one vendor, and the parts will be consistent with Black & McDonald's inventory. Chairwoman Winn said that the NTCSSD had the landscaping redone in the round-about, taking out the rock, and putting in more grass and trees.

Mr. Hansen stated that he and the Mayor met with Rocky Mountain Power representatives. They have expressed a need to increase power capacity in the southwest part of the City and have requested assistance by the city in providing easements for infrastructure. The first property is on the lot where the City has a water storage tank on 900 West. Rocky Mountain Power would like to use some of the space in the southeast corner to put in a switch box. Mr. Hansen felt that it wouldn't affect the operation of the water storage tank. He recommended that the City grant an easement for this purpose.

Mr. Hansen added that there is an existing power line that runs west of the old runway. Rocky Mountain Power would like to install a power connection from this line to the development east along 700 South. Mr. Hansen indicated that the City dedicated only the right-of-way for the extension of Tooele Boulevard and 700 South. The current request is for the adjacent easement along the south side of 700 South. Mr. Hansen said that the Mayor insisted that the line be installed underground. Mr. Hansen said that City staff recommends giving them an easement for the underground line. Councilman Pruden asked what would happen if someone wanted to build in that area. Mr. Hansen answered that the easement would be adjacent to the road and wouldn't adversely affect development.

The Mayor indicated that he can't sign an agreement with Rocky Mountain Power until the Council approves it, so it will be brought before the Council for approval.

Ms. Pitt asked the Council to approve the names of the poll workers for the primary election, which are: Philip Parish, Valerie Lee, Cheryl Caldwell, Judy Norton, Jeri Shelton, Chris Holland, Valerie Shumway, Edith Cramer, Thomas Cramer, Sophie Nix, Marilyn Christiansen, Susan Howard, Barbara Lemmon, Lee Lemmon, Melissa Thomas, Anne Lund, Roseann Davis, Sherry Tomboc, Susan Kroff, Alice Monosso, Ann Shosted, and Barbara Palmer. The Council approved the names of the poll workers for the primary election.

## **5. Close Meeting to Discuss Litigation and Property Acquisition**

**Councilman Pratt moved to close the meeting.** Councilman Pruden 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, Mayor Patrick Dunlavy, Matt Johnson, Paul Hansen, Michelle Pitt, Rachelle Custer, Randy Sant, Councilman McCall, Councilman Wardle, Councilman Pratt, Councilman Pruden, and Chairwoman Winn.

The meeting closed at 6:30 p.m.

No minutes were taken on these items.

## **6. Adjourn**

**Councilman Pruden moved to adjourn 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.”

The meeting adjourned at 6:47 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 16th day of August, 2017

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Debra E. Winn, Tooele City Council Chair

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

Date: Wednesday, July 19, 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, Assistant City Attorney

Chief Ron Kirby, Police Department

Michelle Pitt, City Recorder

Rachelle Custer, City Planning and Zoning Administrator

Glenn Caldwell, Finance

Paul Hansen, City Engineer

Randy Sant,

Minutes prepared by Amanda Graf

Chairwoman Winn called the meeting to order at 7:00 p.m.

**1. Pledge of Allegiance**

The Pledge of Allegiance was led by Councilman McCall

**2. Roll Call**

Scott Wardle, Present

Brad Pratt, Present

Steve Pruden, Present

Dave McCall, Present

Debbie Winn, Present

### **3. Public Comment Period**

Chairwoman Winn invited comments from the audience; there were no public comments. Chairwoman Winn closed the public hearing.

### **4. Canyon Village—Rust Phase 1—Final Plat Request**

Presented by Rachele Custer

The applicant is a request for final plat approval for Canyon Village, Rust Phase 1. It's approximately 7.9 acres located at 1800 North, Copper Canyon Drive. The applicant is requesting a final plat be approved for 27 lots. Six of the lots will be 15,000 square foot multi-family lots. The project is zoned high-density residential which does allow for the four-plex on the 15,000 square foot lots. The remaining 21 lots will be 7,000 single family dwellings. Preliminary plat has been approved by the Planning Commission and City Council.

Chairwoman Winn asked the Council if they had any questions or comments on this item.

Councilman Pruden looked at the plat map and clarified which renderings were the four-plexes; Ms. Custer responded that they are the large ones that along Copper Canyon Drive. She stated that the developers are aware of the double-frontage lot standards that apply to the lots along that road.

Councilman Wardle moved to adopt the final plat for Canyon Village Rust Phase 1. 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." The motion passed.

### **5. Minutes**

Councilman Pruden moved to approve the minutes from the City Council Meeting dated June 21, 2017. 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." The motion passed.

Councilman Pruden moved to approve the minutes from the City Council Meeting dated June 30, 2017. 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." The motion passed.



**6. Invoices**

Presented by Michelle Pitt

An invoice in the amount of \$29,132.00 for Nickerson Company Inc. for the pump at the Rodeo Grounds Well Site was presented.

An invoice in the amount of \$49,475.10 for Larry H Miller Chevrolet Murray for a 2017 Chevrolet Silverado Dump Truck was presented.

An invoice in the amount of \$73,301.00 for Holland Equipment Co. for a cimline crack sealer was presented. It was \$77,301.00 but the City traded in an old crack sealer for \$4,000.00 leaving a balance of \$73,301.00

Mayor Dunlavy clarified that the truck was paid for out of Enterprise funds. It's a specialized dump truck. The City's crack sealer broke; the new sealer was paid for out of Road C funds.

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

**7. Adjourn**

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

The meeting adjourned at 7:08 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 16<sup>th</sup> day of August, 2017.

---

Debra E. Winn, Tooele City Council Chair

**THE REDEVELOPMENT AGENCY OF TOOEELE CITY, UTAH**

**RESOLUTION 2017-06**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOEELE CITY, UTAH, APPROVING AN EASEMENT FOR ROCKY MOUNTAIN POWER FOR A NEW DISTRIBUTION LINE NEAR 700 SOUTH STREET.**

WHEREAS, Rocky Mountain Power has approached Tooele City and The Redevelopment Agency of Tooele City, Utah, ("RDA") with the request for an easement for a new distribution line originating west of the end of 700 South Street, proceeding east and into the 700 South Street right-of-way; and,

WHEREAS, the existing franchise agreement between Rocky Mountain Power and Tooele City governs the portion of the distribution line located in the public right-of-way, but does not grant rights to the RDA property; and,

WHEREAS, while the original request was for above-ground power lines, Rocky Mountain Power has agreed to locate the new distribution line underground, in compliance with Tooele City Code Section 7-19-24 (Public Utilities), which reads as follows:

All utility lines for telephone, electricity, cable television, natural gas service and street lights shall be place underground entirely throughout a subdivided area. Said lines shall be placed within the other underground services. Further, all transformer boxes and pumping facilities shall be located so as not to be hazardous to the public. The utility lines shall be parallel to and not less than 12 inches from the property lines.

and,

WHEREAS, although the land subject to the easement and to the new distribution line is not subdivided for residential or industrial lots at the present time, the land is legally subdivided, making Rocky Mountain Power subject to Section 7-19-24, and, further, the land is subject to the Tooele City General Plan and the Tooele City Zoning Map and is adjacent to land carefully master planned by Utah State University, making burial of the distribution line legal and appropriate; and,

WHEREAS, the new distribution line is needed for increased reliability of existing and future customers and is thus in the best interest of Tooele City and the RDA; and,

WHEREAS, the City Administration and RDA staff recommend that no cash payment be required in exchange for the easement because of the direct and indirect financial and other benefits to Tooele City, RDA, and city residents and businesses of having the new distribution line installed and buried:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE REDEVELOPMENT AGENCY OF TOOEELE CITY, UTAH, that the easement discussed herein and attached hereto as Exhibit A is hereby approved, and that the RDA Chairperson is hereby authorized to execute the same on behalf of the RDA.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and its Redevelopment Agency 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 Redevelopment Agency of Tooele City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2017.

REDEVELOPMENT AGENCY OF TOOEELE CITY, UTAH

(For)

(Against)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, RDA Secretary



Exhibit A

Easement Document

Exhibit B

Easement Map

Return to:  
Rocky Mountain Power  
Lisa Louder/ Travis Tanner  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: Toole City Switch Gear  
WO#: 6365504  
RW#:

### **UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **The Redevelopment Agency of Tooele City, Utah**, a Utah Community Development and Renewal Agency ("Grantor"), hereby grants **Rocky Mountain Power**, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way **1,405 feet** (+/-) in length and **20 feet** in width, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor, in specific locations determined by Grantee in consultation with Grantor, in **Tooele County, State of Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

**Legal Description:** A parcel of land, situate in the Northwest Quarter of Section 32, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point which is located North 89°39'39" East 812.45 feet along the Section line and South 131.92 feet from the Northwest Comer of Section 32, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running: thence East 1,045.64 feet to the west line of the "West Meadows, Plat D" subdivision, as recorded June 29, 2006, under Entry no. 262679, in the Tooele County Recorder's Office; thence Southwesterly 104.61 feet along the arc of a 1,365.34-foot radius non-tangent curve to the right (center bears North 69°45'25" West and the long chord bears South 22°26'16" West 104.58 feet, through a central angle of 4°23'23"), along the west line of said subdivision; thence South 24°37'58" West 597.50 feet along said west line; thence Southwesterly 407.31 feet along the arc of a 947.66-foot radius tangent curve to the left (center bears South 65°22'02" East and the long chord bears South 12°19'11" West 404.18 feet, through a central angle of 24°37'34" ), along said west line; thence South 0°00'27" West 56.78 feet; thence West 466.56 feet; thence North 420.21 feet; thence West 397.91 feet; thence North 16°07'22" East 698.72 feet to the Point of Beginning.

A parcel of land, situate in the Southwest Quarter of Section 29 and the Northwest Quarter of Section 32, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is located North 89°39'39" East 812.45 feet along the Section line and South 131.92 feet from the Northwest Corner of Section 32, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running: thence North 16°07'22" East 1,301.13 feet; thence Northeasterly 375.20 feet along the arc of a 978.00-foot radius tangent curve to the right (center bears South 73°52'38" East and the long chord bears North 27°06'48" East 372.90 feet, through a central angle of 21°58'52"), to the south line of the Tooele City Commercial Park, Phase 6, as recorded September 24, 2009 under Entry no. 332598, in the Tooele County Recorder's Office; thence South 51°53'46" East 262.66 feet along the south line of said subdivision; thence South 88°41'28" East 382.65 feet along said south line to the west line of the "Westland Cove, Phase 5" housing park, as recorded August 19, 1998, under Entry no. 116716, in Book 522 at Page 712, in the Tooele County Recorder's Office; thence South 1°18'32" West 81.93 feet along said west line; thence South 0°18'51" West 401.61 feet along said west line; thence South 0°45'10" West 789.14 feet along said west line to the Section line and the north line of the "West Meadows, Plat D" subdivision, as recorded June 29, 2006, under Entry no. 262679, in the Tooele County Recorder's Office; thence South 89°39'39" West 17.59 feet along said Section line and north line of said subdivision; thence Southwesterly 144.91 feet along the arc of a 1,365.34-foot radius non-tangent curve to the right (center bears North 75°50'17" West and the long chord bears South 17°12'09" West 144.84 feet, through a central angle of 6°04'52"), along the west line of said subdivision; thence West 1,045.64 feet to the Point of Beginning.

A parcel of land, situate in the Northwest Quarter of Section 32, Township 3 South, Range 4 West, Salt Lake Base & Meridian, more particularly described as follow:

Beginning at a point which is located North 89°39'39" East 618.42 feet along the Section line and South 802.01 feet from the Northwest Corner of Section 32, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running: thence East 397.91 feet; thence South 420.21 feet; thence West 395.20 feet; thence Northwesterly 46.34 feet along the arc of a 29.50-foot radius tangent curve to the right (center bears North and the long chord bears North 45°00'00" West 41.72 feet, through a central angle of 90°00'00"); thence North 234.71 feet; thence Northeasterly 125.78 feet along the arc of a 447.00-foot radius tangent curve to the right (center bears East and the long chord bears North 8°03'41" East 125.37 feet, through a central angle of 16°07'22"); thence North 16°07'22" East 33.17 feet to the Point of Beginning.

**Assessor Parcel No.** 02-010-0-0051, 02-010-0-000R, & 16-078-0-025a

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the



right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops, public streets, and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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***The Redevelopment Agency of Tooele City, Utah* GRANTOR**

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**Acknowledgment by Trustee, or Other Official or Representative Capacity:**

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_ (representative's name), known or identified to me to be the person whose name is subscribed as \_\_\_\_\_ (title/capacity in which instrument is executed) of \_\_\_\_\_ and acknowledged to me that (he/she/they) executed the same.

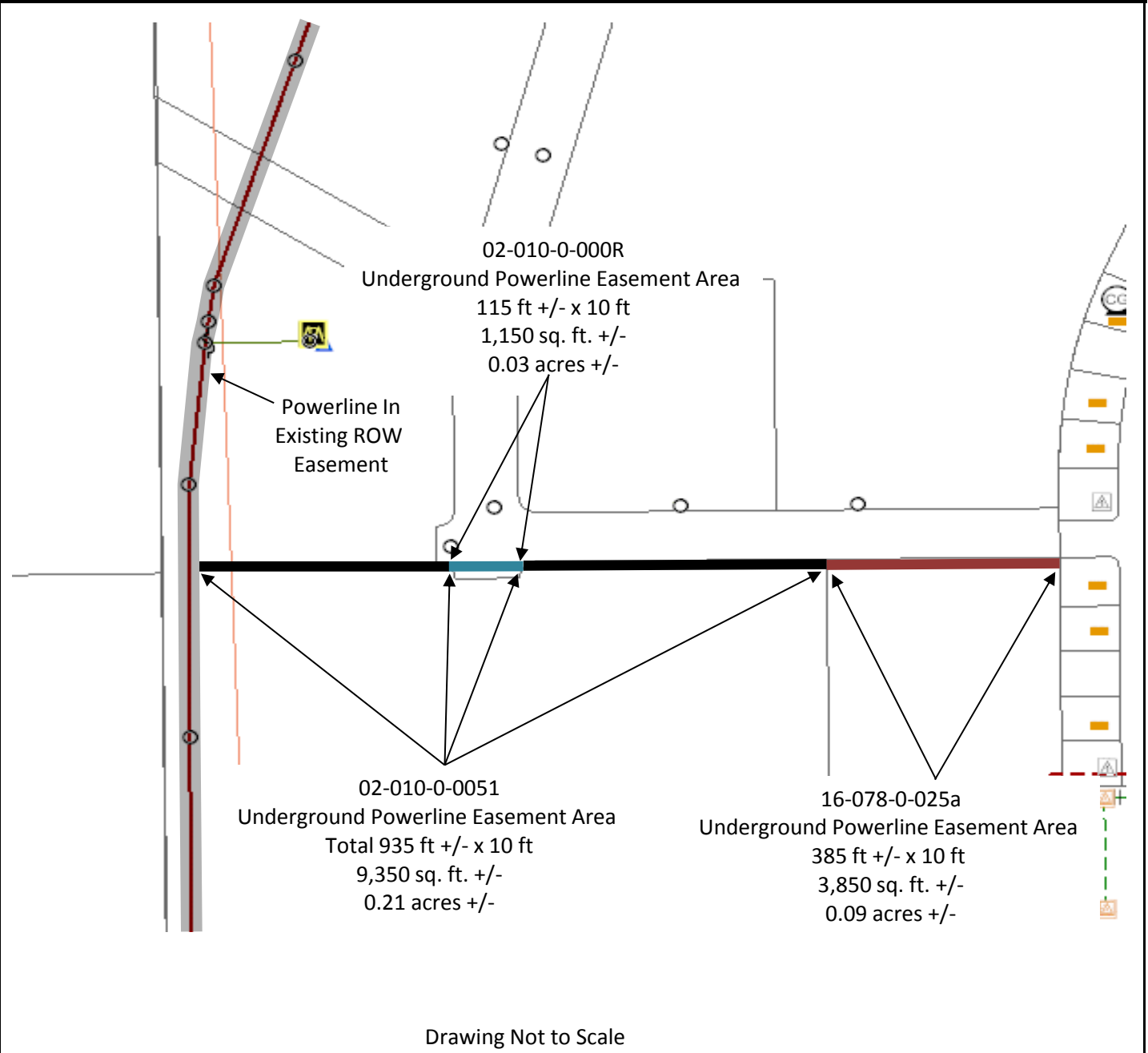
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
(Notary Signature)

NOTARY PUBLIC FOR \_\_\_\_\_ (state)  
Residing at: \_\_\_\_\_ (city, state)  
My Commission Expires: \_\_\_\_\_ (d/m/y)

# Property Description

Quarter <u>W 1/2</u>	Quarter <u>W 1/2</u>	Section <u>32</u>	Township <u>3S</u>
Range <u>4W</u>	SLB & Meridian		
County <u>Tooele</u>	State <u>Utah</u>		
Parcel Number: <u>02-010-0-0051, 02-010-0-000R, 16-078-0-025a</u>			



CC#:	WO: 6365504
Landowner:	
Drawn by:	Byoung

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

## EXHIBIT A



SCALE: \_\_\_\_\_