

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, October 4, 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 2017-24 An Ordinance of Tooele City Enacting Tooele City Code Chapter 3-6 Regarding Enforcement of Title 3 and the Fire Code and Abatement of Title 3 and Fire Code Violations**
Presented by Roger Baker & Fire Chief Bucky Whitehouse
- **Ordinance 2017-25 An Ordinance of Tooele City Enacting Tooele City Code Chapter 3-7 Regarding Nuisance Fire Alarms**
Presented by Roger Baker & Fire Chief Bucky Whitehouse
- **Resolution 2017-43 A Resolution of the Tooele City Council Consenting to the Mayor's Appointments to the Tooele City Historic Preservation Commission**
Presented by Terra Sherwood
- **Bernice Heritage Minor Subdivision – Final Plat Request**
Presented by Jim Bolser
- **RDA Resolution approving the Sale of 5 Acres of Property in the Tooele Commercial Business Park**
Presented by Randy Sant

4. Adjourn to RDA

- **RDA Resolution 2017-07 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving a Real Estate Contract of Purchase and Sale with the State of Utah for a Business Resource Center**
Presented by Randy Sant

5. Close Meeting

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

6. Adjourn

Michelle Y. Pitt
Tooele City Recorder/RDA Secretary

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

TOOELE CITY CORPORATION

ORDINANCE 2017-24

AN ORDINANCE OF TOOELE CITY ENACTING TOOELE CITY CODE CHAPTER 3-6 REGARDING ENFORCEMENT OF TITLE 3 AND THE FIRE CODE AND ABATEMENT OF TITLE 3 AND FIRE CODE VIOLATIONS.

WHEREAS, TCC Title 3 (Fire) governs matters relating to the Fire Department (Chapter 3-1), Flammable Liquids (Chapter 3-2), the Fire Code (Chapter 3-3), Fireworks (Chapter 3-4), and the Local Fire Officer (Chapter 3-5); and,

WHEREAS, TCC Section 3-3-1 recognizes that the State of Utah has adopted the International Fire Code (the "Fire Code") as the law of the State of Utah and all the state's political subdivisions, and in turn adopts the latest edition of the Fire Code as an ordinance of Tooele City, including its Appendices B, C, and D; and,

WHEREAS, the edition of the Fire Code currently adopted by the State of Utah (and in turn by Tooele City) is the 2015 Fire Code; and,

WHEREAS, Fire Code Section 106 authorizes the fire department to enter and examine any building, structure, vehicle, or premises for the purpose of enforcing the Fire Code and conducting inspections; and,

WHEREAS, Fire Code Section 109 authorizes the fire department to serve upon property owners and their representatives notices of Fire Code violations, which violations may be pursued in criminal court, civil court, or by abatement; and,

WHEREAS, Fire Code Section 109.4.1 provides as follows:

Abatement of violation. In addition to the imposition of the [criminal and civil] penalties herein described, the fire code official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or **abate a violation**; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy or a structure on or about any premises.

(emphasis added); and,

WHEREAS, the City Administration recognizes the time and resource inefficiencies of enforcing the Fire Code and abating Fire Code violations through criminal and civil court processes, and recommends an administrative procedure for Title 3 and Fire Code enforcement and abatement proceedings; and,

WHEREAS, the City Administration is of the opinion that an administrative enforcement and abatement procedure is the most efficient, effective, and timely

procedure for protecting the public life, health, safety, and welfare from violations of Title 3 and the Fire Code; and,

WHEREAS, in formulating an administrative enforcement and abatement procedure for Title 3 and Fire Code violations, care should be taken to balance the important government purpose of Title 3 and Fire Code enforcement and violation abatement with constitutional property and liberty interests of property owners; and,

WHEREAS, the City Administration, including the Fire Chief, recommends the enactment of the administrative enforcement and abatement procedure attached hereto as Exhibit A; and,

WHEREAS, the City Administration, including the Fire Chief, recommends the establishment of the administrative enforcement and abatement fees attached hereto as Exhibit B:

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

1. Tooele City Code Chapter 3-6 (Enforcement and Abatement) is hereby enacted as shown in Exhibit A; and,
2. The Fees shown in Exhibit B are hereby incorporated into the Tooele City Fee Schedule.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Proposed TCC Chapter 3-6

Exhibit B

Proposed Fees

Fire Department

Abatement of Title 3 and Fire Code Violations

Monetary Penalties:	\$100/day for up to 14 days: \$1,400 maximum
First Compliance Inspection Fee:	\$0
Compliance Re-Inspection Fee:	\$50 each
Administrative Appeal Fee:	\$150

CHAPTER 3-6. FIRE CODE: ENFORCEMENT AND ABATEMENT

- 3-6-1. Purpose.**
- 3-6-2. Declaration regarding violations of the Fire Code.**
- 3-6-3. Definitions.**
- 3-6-4. Notice of violation: content, extension.**
- 3-6-5. Notice of violation: service.**
- 3-6-6. Notice of violation: monetary penalties.**
- 3-6-7. Notice of violation: appeal.**
- 3-6-8. Notice of violation: default judgment.**
- 3-6-9. Notice of compliance.**
- 3-6-10. Fire Code order: authority.**
- 3-6-11. Fire Code order: enforcement.**
- 3-6-12. Fire Code order: appeal.**
- 3-6-13. Stipulation agreement.**
- 3-6-14. Recordation.**
- 3-6-15. Withholding permits; appeal.**
- 3-6-16. Abatement: emergency.**
- 3-6-17. Abatement: non-emergency.**
- 3-6-18. Recovery of Monetary Penalties and Costs.**

3-6-1. Purpose.

The purposes of this Chapter include the protection of the public life, health, safety, and general welfare, and the implementation of City administrative procedures for the protection of the public life, health, safety, and general welfare through the enforcement of this Title 3 (Fire) and of the International Fire Code and through the abatement of violations of this Title 3 and of the International Fire Code.

3-6-2. Declaration regarding violations of the Fire Code.

It is hereby declared that violations of the Fire Code operate contrary to the purposes of this Chapter and constitute a threat to the public life, health, safety, and general welfare.

3-6-3. Definitions.

(1) The definitions of the Fire Code are incorporated herein.

(2) In the event of a conflict between the definitions of the Fire Code and the definitions in this Section, the Fire Code definitions shall govern.

(3) Subject to subsection (2), the following terms shall have the following definitions.

“Abatement” means any action or proceeding commenced or pursued by the City to remove, alleviate, enforce, or correct a violation of Title 3 or the Fire Code.

“Abatement costs” means actual costs incurred by the City to accomplish an abatement, but not including

monetary penalties.

“Abatement period” means the 14-day period, beginning upon service of a notice of violation, within which the violation described in a notice of violation is required to be corrected.

“Administrative hearing officer” means an administrative hearing officer appointed under Chapter 1-28.

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

“Compliance inspection” means an inspection conducted by a Fire Department inspector to determine compliance with Title 3 or the Fire Code through the correction of the violation described in a notice of violation.

“Department” means the Tooele City Fire Department.

“Fire Chief” means the chief of the Tooele City Fire Department.

“Fire Code” means the International Fire Code as adopted by Tooele City pursuant to Section 3-3-1.

“Fire Code order” means an order issued by an administrative hearing officer pursuant to this Chapter.

“Fire Code performance bond” means a cash bond required by an administrative hearing officer and posted by a responsible person to gain compliance with Title 3, the Fire Code, or a Fire Code order.

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

“Fire Department inspector” means those persons authorized by the Fire Code, the Fire Chief, and Title 3 to perform compliance inspections.

“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.

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

“Inspection” means a compliance inspection.

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

“Notice of compliance” means a document issued by the City confirming that a responsible person has corrected the violations described in a notice of violation, has paid all fees, penalties, and costs associated with the notice of violation, and otherwise has fully complied with the requirements of Title 3 and the Fire Code, all as determined by an officer or

inspector.

“Notice of violation” means a document prepared and issued by an officer that informs a responsible person of a violation of Title 3 or the Fire Code, and that contains an order to correct the violation.

“Officer” means a fire code officer as defined in the Fire Code, to include the Fire Chief, authorized delegates, and fire department inspectors.

“Penalty” means monetary penalties, abatement costs, and other costs related to an abatement.

“Responsible person” means any property owner, occupant, or other person or association with control over property who allows, permits, causes, or maintains a violation of Title 3 or the Fire Code to exist upon the property owned, occupied, or controlled. “Responsible person” includes the Fire Code definition of “owner.” Use of the singular “person” in this Chapter includes the plural “persons.”

“Violation” means any violation of Title 3 or the Fire Code.

3-6-4. Notice of violation: content, extension.

(1) An abatement is commenced by the service of a notice of violation.

(2) Content. A notice of violation shall indicate the following:

- (a) the nature of the violation;
- (b) the street address and parcel number for the property upon which the violation exists;
- (c) the name of the property owner of record according to the records of the Tooele County Recorder;
- (d) the date of the violation;
- (e) the monetary penalties associated with the violation;
- (f) the corrective action required;
- (g) the abatement period;
- (h) the contact information for the officer with whom the notice of violation may be discussed;
- (i) the procedure for obtaining a notice of compliance; and,
- (j) the procedure for filing an appeal.

(3) Extension. A responsible person may request an extension of the abatement period by submitting a written request to the Department during the abatement period. An officer may approve an extension of up to 30 days if doing so does not appear to create an imminent fire hazard. An approved extension shall result in an amended notice of violation which establishes a new abatement period. An extension request shall state and affirm the following:

(a) the responsible person understands that the extension is conditioned upon the responsible person’s waiver of the right to appeal the notice of violation;

(b) the responsible person is actively engaged in the corrective action required by the notice of violation; and,

(c) the responsible person is unable to complete the corrective action during the abatement period due to circumstances that are unusual, extraordinary, or outside the responsible person’s control.

3-6-5. Notice of violation: service.

(1) A notice of violation shall be served by one or more of the following methods:

(a) regular U.S. mail, first-class postage prepaid, to both

(i) the last known address of a responsible person as found in the records of the Tooele County Recorder; and,

(ii) the address of the property subject to the notice of violation; or,

(b) certified U.S. mail, return receipt requested, to the last known address of a responsible person as found in the records of the Tooele County Recorder; or,

(c) personal delivery to a responsible person; or,

(d) posting of the notice of violation upon the property or premises which is the subject of the notice of violation.

(2) Service by regular U.S. mail shall be deemed made on the third day after the date of mailing.

3-6-6. Notice of violation: monetary penalties.

(1) The monetary penalties associated with an abatement shall be established by resolution of the Tooele City Council.

(2) The monetary penalties associated with a notice of violation shall accrue daily until the earlier of the following occurs:

(a) the abatement period ends;

(b) a notice of compliance is issued by an officer;

(c) a Fire Code order halting, modifying, or suspending the monetary penalties is issued.

(3) Accrued monetary penalties (but not abatement costs) associated with a notice of violation shall be suspended upon:

(a) the responsible person causing the violation described in the notice of violation to be corrected during the abatement period;

(b) the responsible person requesting a compliance inspection from the City during the abatement period; and,

(c) a notice of compliance being issued in response to the request for inspection.

(4) The suspension of monetary penalties

associated with a notice of violation shall continue and become permanent if during the 12 months immediately following the date of the notice of compliance there is no recurrence of substantially the same violation at the same property.

(5) If a responsible person fails to correct the violation described in a notice of violation during the abatement period, or if the responsible person commits or allows substantially the same violation to occur during the 12 months immediately following the date of a notice of compliance, all monetary penalties that began to accrue daily on the date of the original notice of violation shall be owed in full to the City and shall continue to accrue for each and every subsequent day of continuing violation for a new abatement period.

(6) In the event of multiple responsible persons associated with a notice of violation, default judgment, or Fire Code order, all responsible persons shall be jointly and severally liable for correction of violations, for compliance with any Fire Code orders, and for payment of any monetary penalties, abatement costs, and other associated costs.

3-6-7. Notice of violation: appeal.

(1) A responsible person served with a notice of violation may appeal to the administrating hearing officer.

(2) An appeal resulting in a Fire Code order that upholds some but not all of the violations described in a notice of violation shall have the effect of amending the notice of violation and resetting the date of the notice of violation and the abatement period.

(3) A Fire Code order that amends a notice of violations pursuant to this Section is not appealable to the administrative hearing officer.

3-6-8. Notice of violation: default judgment.

(1) A responsible person who fails to request a compliance inspection during the abatement period and who does not timely appeal the notice of violation is deemed to have waived any administrative appeal rights associated with a notice of violation and shall be subject to the entry of default judgment upholding the notice of violation. The default judgment shall direct the abatement and impose the monetary penalties, fees, and costs associated therewith.

(2) A default judgment shall be issued by the administrative hearing officer upon officer affidavit that a responsible person both failed to request a timely compliance inspection and failed to make a timely appeal.

(3) A copy of a signed default judgment shall be served on all affected responsible persons by any method of service allowed for a notice of violation.

(4) A responsible person adversely affected by a

default judgment may appeal the default judgment to the administrative hearing officer. The administrative hearing officer may set aside a default judgment only upon a written finding of good cause shown by the appealing responsible person.

(5) Following the issuance of a default judgment and the failure to timely appeal the default judgment, or following the issuance of a Fire Code order upholding the default judgment, the City may forthwith proceed to abate the violation described in the default judgment, and may forthwith proceed to collect all accrued monetary penalties and costs associated with the abatement.

3-6-9. Notice of compliance.

(1) It shall be the duty of a responsible person served with a notice of violation to request a City compliance inspection when the described violation has been abated, weather during or after the abatement period.

(2) It is prima facie evidence that the violation is continuing if no compliance inspection is requested.

(3) An officer shall perform the requested compliance inspection. If an officer finds that the violation for which the notice of violation was issued has been abated fully, an officer shall issue a notice of compliance to the responsible person requesting the compliance inspection.

(4) A notice of compliance shall be deemed effective upon the day of the inspection that determined full compliance. No further monetary penalties shall accrue after this date unless the same or a similar violation occurs within the 12 months immediately following the notice of compliance.

(5) If, following a request for compliance inspection, the City declines to issue a notice of compliance due to a continuing violation, it remains the duty of the responsible person to request a compliance reinspection once abatement is completed.

(6) The first compliance inspection shall not require the payment of a fee. All compliance reinspections shall require the payment of a fee established by the City Council.

(7) If the City declines to issue a notice of compliance, an officer shall provide a written explanation to the responsible party requesting the compliance inspection.

(8) A responsible person may appeal the denial of a notice of compliance to the administrative hearing officer.

(9) A request for compliance inspection or reinspection shall toll the accrual of monetary penalties until the issuance of written reasons for the denial of a notice of compliance or until the occurrence of substantially the same or violation with the 12 months

immediately following the notice of violation.

3-6-10. Fire Code order: authority.

In addition to the authority granted under Chapter 1-28 of this Code, the administrative hearing officer shall have authority to do the following:

(1) upon appeal, to uphold, modify, or reject a notice of violation, and to issue a Fire Code order to that effect;

(2) upon appeal, to uphold, modify, or reject a notice of compliance, and to issue a Fire Code order to that effect;

(3) upon officer affidavit, to issue a default judgment;

(4) upon appeal, to uphold, modify, or reject a default judgment, and to issue a Fire Code order to that effect;

(5) upon appeal, to uphold, modify, suspend, dismiss, or order the payment of monetary penalties associated with a notice of violation, and to issue a Fire Code order to that effect;

(6) upon appeal, to establish a payment plan for payment of monetary penalties and abatement costs associated with a notice of violation, and to issue a Fire Code order to that effect;

(7) to make written findings of fact and conclusions of law associated with a Fire Code order;

(8) to issue a Fire Code order requiring a responsible person to post a cash Fire Code performance bond and to sign an associated bond agreement;

(9) to issue a Fire Code order for the return of all or a portion of the cash Fire Code performance bond to the posting responsible person;

(10) to incorporate a stipulation agreement into a Fire Code order;

(11) to declare a Fire Code tax lien fully satisfied, and to issue a Fire Code order to that effect; and,

(12) to issue any other lawful Fire Code order regarding any aspect of abatement.

3-6-11. Fire Code order: enforcement.

The City may use all lawful means to enforce a Fire Code order and to recover all abatements costs associated with such enforcement.

3-6-12. Fire Code order: appeal.

A responsible person subject to a Fire Code order may appeal to the administrative hearing officer.

3-6-13. Stipulation agreement.

The City may enter into a stipulation agreement with a responsible person to resolve a notice of violation. A signed stipulation agreement shall be

delivered to the administrative hearing officer, who shall issue a Fire Code order incorporating the stipulation agreement. By entering into a stipulation agreement, a responsible person waives all administrative and judicial appeals associated with the notice of violation. The form of the stipulation agreement shall be approved by the City Attorney.

3-6-14. Recordation.

(1) If a violation continues to exist after the abatement period, and the notice of violation has not been appealed, an officer may record the notice of violation, together with any default judgment and Fire Code order, with the office of the Tooele County Recorder. This recordation is not a lien against property, but a notice concerning any continuing violation found upon the property.

(2) If a notice of compliance or Fire Code order finding compliance is issued after a notice of violation, default judgment, or Fire Code order has been recorded, the officer shall cause the notice of compliance or Fire Code order finding compliance to be recorded with the office of the Tooele County Recorder. This recordation shall have the effect of updating and nullifying a previously recorded notice of violation, default judgment, or Fire Code order to which it relates.

(3) Notice of any recordation shall be mailed to the owners of the real property against which a recordation has been made in the same manner as provided for the mailing of a notice of violation. The failure to serve such notice shall not be grounds to void the recordation or the documents recorded.

3-6-15. Withholding permits; appeal.

(1) During the pendency of any unresolved notice of violation or Fire Code order, the City may withhold from a responsible person subject to the notice or order any permit, license, or land use approval associated with the property upon which the violation continues. The withholding shall continue until the issuance of a notice of compliance or Fire Code order finding compliance.

(2) The withholding of a permit, license, or land use approval pursuant to authority of this Section may be appealed to the administrative hearing officer.

3-6-16. Abatement: emergency.

(1) The City is authorized to summarily abate an imminent fire hazard.

(2) Whenever the Fire Chief determines that an imminent fire hazard exists, the Fire Chief or delegate may issue a written emergency order directing one or more of the following actions:

(a) order the immediate vacation of any owners, tenants, and occupants, and prohibit occupancy

until all imminent fire hazards have been abated;

(b) post the property or premises as unsafe, substandard, or dangerous;

(c) board, fence, and otherwise secure any property or premises;

(d) raze, grade, and otherwise remove structures and objects on the property to the extent necessary to remove any imminent fire hazard;

(e) make emergency repairs; and,

(f) take any other reasonable action to eliminate an imminent fire hazard or to protect the public from an imminent fire hazard.

(3) A notice of violation shall be served upon a responsible person associated with an imminent fire hazard. The notice shall describe the nature of the imminent fire hazard. Service is not required prior to taking steps to abate an imminent fire hazard.

(4) City personnel and agents may enter property or premises without a warrant to the extent necessary to abate an imminent fire hazard.

(5) The City shall pursue only the minimum level of abatement necessary to abate an imminent fire hazard under this Section. Once an imminent fire hazard is abated sufficiently to constitute a violation that is not an imminent fire hazard, the City shall follow the procedures of this Chapter for non-emergency abatement.

(6) A responsible person shall be liable for all abatement costs and other costs associated with the abatement of an imminent fire hazard.

(7) Promptly after an emergency abatement, an officer shall notify a responsible person of the abatement actions taken, the itemized costs for those actions, and the location of any seized and removed personal property.

(8) A responsible person may appeal the costs of an emergency abatement to the administrative hearing officer.

3-6-17. Abatement: non-emergency.

(1) If a responsible person fails to abate a violation within the abatement period or within the deadline established in a Fire Code order, the Department is authorized to abate the violation.

(2) The Department and its officers and agents have authority to enter upon any property or premises as may be necessary to abate a violation. Such entry onto a private property or premises shall be accompanied by a warrant, be done in a reasonable manner, and be based upon probable cause. However, no warrant shall be required where a responsible person's consent is voluntarily given.

(3) A responsible person shall be liable for all abatement costs associated with the abatement. If the Department undertakes preparatory or other steps to

perform an abatement, but the responsible person completes the abatement before the Department begins or completes the abatement, the responsible person shall remain responsible for the City's preparatory and other costs.

(4) Promptly after an abatement, an officer shall notify a responsible person of the abatement actions taken, the itemized costs for those actions, the deadlines for paying those costs, and the location of any seized and removed personal property.

(5) A responsible person may appeal the costs of an abatement to the administrative hearing officer.

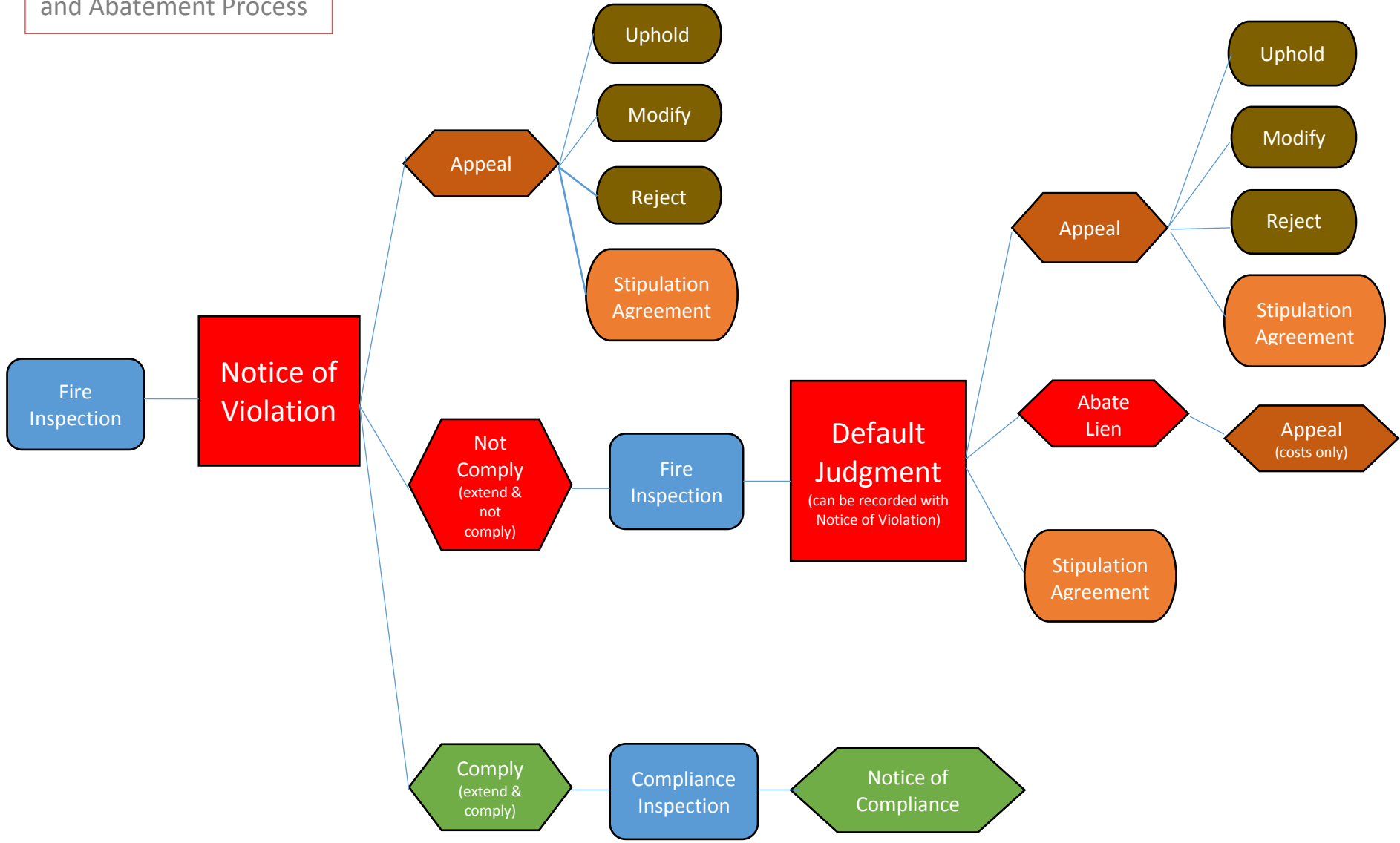
3-6-18. Recovery of Monetary Penalties and Costs.

(1) As provided in U.C.A. Sections 10-11-3 and -4, as amended, and after established deadlines for the payment of monetary penalties and abatement costs have passed, an officer may file and record with the Tooele County Recorder and Treasurer a Fire Code tax lien and an itemized statement of all such penalties and costs.

(2) Upon full payment of all amounts owing under a Fire Code tax lien, or upon the entry of a Fire Code order or judicial order declaring the lien amount satisfied, the City shall file and record an appropriate notice of satisfaction and/or lien release.

(3) The City may pursue all lawful means to recover all penalties, fees, and costs imposed or incurred pursuant to this Chapter.

Summary of Proposed
Fire Code Enforcement
and Abatement Process



Notice of Violation

Date:
Case #:
Parcel #:
Responsible Person(s):
Address of Violation:
Address of Record:
Date of Fire Inspection:

Summary of Violations

City Code/Fire Code Section	Description	Corrective Action Required

Deadline for Compliance:

Monetary Penalties; Compliance Inspection: A Monetary Penalty of **\$100.00 per day** will be assessed for the above-described violations. This penalty will begin to accrue on the date of the Notice of Violation and continue to accrue daily for 14 days (the Abatement Period) or until the violations are corrected, whichever is earlier. If you correct the violations and request a compliance inspection before the Deadline, the City will provide a Notice of Compliance and suspend all accrued Monetary Penalties. If, however, you fail to correct the violations by the Deadline, the Monetary Penalties will be **\$1,400.00**. You are responsible to request the compliance inspection.

Extension: If you need additional time to bring your property into compliance, you may submit to the Fire Department **before** the Deadline a written request for extension. An extension may be granted only if it will not create an imminent fire hazard.

Appeal: You may appeal this Notice of Violation in writing. Your appeal must be delivered to the City Recorder within **10 days** after the Notice of Violation is personally delivered or posted on the property, or within **13 days** after the post-mark if the Notice of Violation is mailed.

Default Judgment: If you do not correct the violations and do not timely appeal the Notice of Violation, a Default Judgment will entered against you. Further, the City may proceed to abate the violations, charge you for all abatement costs, and record a lien against the property.

Officer name:
Officer email:

Notice of Compliance

Date:
Case #:
Parcel #:
Responsible Person(s):
Address of Violation:
Address of Record:
Date of Compliance Inspection:

Compliance Observations

Date	Compliance Observations

On the date above, a Fire Department Inspector or Officer inspected the address of the violation.

**Be it known by all that the violations enumerated
in the Notice of Violation have been corrected.**

A recurrence of substantially the same violation at the above-referenced property within 12 months of this Notice of Compliance may result in a new Notice of Violation and in the assessment of any Monetary Penalties suspended as a result of this Notice of Compliance.

Nothing in this Notice of Compliance limits the City from ascertaining and prosecuting other violations of law.

Officer name:

Default Judgment

Date:
Case #:
Parcel #:
Responsible Person(s):
Address of Violation:
Address of Record:
Date of Fire Inspection:

Summary of Abatement Actions

Date	Abatement Actions

Affirmed Monetary Penalties: The responsible person(s) has failed to request a compliance inspection and has failed to timely appeal the Notice of Violation. The amount of the accrued Monetary Penalties is \$_____. All Monetary Penalties shall be paid to Tooele City Corporation at the Finance Department at 90 North Main Street, Tooele.

Appeal: You may appeal this Default Judgment in writing. Your appeal must be delivered to the City Recorder within **10 days** after the Default Judgment is personally delivered or posted on the property, or within **13 days** after the post-mark if the Default Judgment is mailed.

This Default Judgment does not relieve any responsible person of the obligation to correct the violations. The City has the continuing authority to abate the violations. This Default Judgment may be recorded against the property and may become a lien against the property.

IT IS SO ORDERED this ____ day of _____, 20__.

Administrative Hearing Officer

Subscribed and sworn before me this ____ day of _____, 20__:

Notary, State of Utah, Tooele County
My commission expires on _____.

Attached: Notice of Violation

TOOELE CITY CORPORATION

ORDINANCE 2017-25

AN ORDINANCE OF TOOELE CITY ENACTING TOOELE CITY CODE CHAPTER 3-7 REGARDING NUISANCE FIRE ALARMS.

WHEREAS, public safety, including fire safety, is a matter of vital public concern and a priority of the City Administration; and,

WHEREAS, Tooele City operates a volunteer fire department with a high level of professionalism and training, and which enjoys an excellent fire insurance rating due to department response times, equipment, and training; and,

WHEREAS, false alarms and nuisance alarms consume significant City and personal resources of Tooele City's firefighters, put a strain on equipment, materials, and personnel, divert public safety attention away from real public safety needs, and put personnel at risk through the necessary response to fire alarms and potential fire hazards; and,

WHEREAS, TCC Title 3 (Fire) governs matters relating to the Fire Department (Chapter 3-1) and the Fire Code (Chapter 3-3); and,

WHEREAS, TCC Section 3-3-1 recognizes that the State of Utah has adopted the International Fire Code (the "Fire Code") as the law of the State of Utah and all the state's political subdivisions, and in turn adopts the latest edition of the Fire Code as an ordinance of Tooele City, including its Appendices B, C, and D; and,

WHEREAS, the edition of the Fire Code currently adopted by the State of Utah (and in turn by Tooele City) is the 2015 Fire Code; and,

WHEREAS, Fire Code Section 106 authorizes the fire department to enter and examine any building, structure, vehicle, or premises for the purpose of enforcing the Fire Code and conducting inspections; and,

WHEREAS, Fire Code Section 109 gives the fire department broad authority to bring administrative and other actions to enforce the provisions of the Fire Code; and,

WHEREAS, other Utah jurisdictions have enacted ordinances to address persistent false and nuisance fire alarms that consume resources and put the public safety at increased risk; and,

WHEREAS, the City Administration is of the opinion that an administrative procedure is the most efficient, effective, and timely procedure for protecting the public safety by dealing with false and nuisance fire alarms; and,

WHEREAS, in formulating an administrative enforcement procedure for dealing with false and nuisance alarms, care should be taken to balance the important government purpose of public safety enforcement with constitutional property and liberty interests of property owners; and,

WHEREAS, the City Administration, including the Fire Chief, recommends the enactment of the administrative enforcement procedure attached hereto as Exhibit A for dealing with false and nuisance alarms; and,

WHEREAS, the City Administration, including the Fire Chief, recommends the establishment of the fees attached hereto as Exhibit B:

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

1. Tooele City Code Chapter 3-7 (Fire Alarms) is hereby enacted as shown in Exhibit A; and,
2. The Fees shown in Exhibit B are hereby incorporated into the Tooele City Fee Schedule.
3. Severability. If any section, subsection, sentence, clause, phrase, or term of the new Chapter 3-7 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Chapter.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Proposed Tooele City Code Chapter 3-7 (Fire Alarms)

Exhibit B

Proposed Fees

Fire Department False and Nuisance Fire Alarms

1-2 alarms in 1 year:	no charge
3-5 alarms in 1 year:	\$100 each
6 or more alarms in 1 year:	\$250 each
Late fees and interest:	see TCC Section 3-7-6
Order to Reconnect inspection fee:	\$50 per inspection
Fire watch costs:	actual costs
Appeal to Fire Department enforcement official:	\$50
Appeal to Administrative Hearing Officer:	\$150

CHAPTER 3-7. FIRE ALARMS

- 3-7-1. Purpose and scope.
- 3-7-2. Definitions.
- 3-7-3. Maintenance, testing, and inspection.
- 3-7-4. Fire alarm system activation and response.
- 3-7-5. Intentional false alarm - penalty.
- 3-7-6. Notice and fees for repeated false alarms.
- 3-7-7. Disconnection of fire alarm system - occupancy - fire watch - reconnection.
- 3-7-8. Fire watch.
- 3-7-9. Appeals.
- 3-7-10. Collection of fees and costs
- 3-7-11. Government immunity.

3-7-1. Purpose and scope.

(1) The purpose of this Chapter is to require owners to properly use and maintain the operational effectiveness of fire alarm systems in order to improve their reliability and eliminate or reduce false fire alarms and nuisance fire alarms. The requirements of this Chapter shall be in addition to, and not in place of, any requirements imposed by the international fire code as adopted by the city.

(2) This Chapter governs fire alarm systems designed to summon the Tooele City fire department, notices and orders regarding such alarms, the establishment of a fire watch, and the assessment of fees and costs.

3-7-2. Definitions.

As used in this Chapter, the following words and terms shall have the following meanings:

Adopted Codes - The codes adopted by Tooele City pursuant to Chapter 3-3 and Title 4 of this Code.

Disconnection, and Disconnect - The disconnection, deactivation, or taking out of service of a fire alarm system.

Enforcement Official - The fire chief and his or her designated representatives.

Fees and costs - Monetary charges, payable to Tooele City, to defray the expenses associated with responding to false fire alarms, nuisance fire alarms, inspections, testing, and fire watch.

Fire Alarm, False - The activation of any fire alarm system that results in a response by the fire department and that:

(1) is caused by the negligence or intentional misuse of the fire alarm system by the owner, tenant, or occupant of a premises, or an employee or agent thereof; or,

(2) is not caused by heat, smoke, fire, or water flow.

Fire Alarm, Habitual - The occurrence of 6 or more nuisance fire alarms or false fire alarms, or a combination of the two, in any 365-day period.

Fire Alarm, Nuisance - The activation of any fire alarm system, which results in a fire department response and that:

(1) is caused by mechanical failure, lack of maintenance, malfunction, or improper installation; or,

(2) for which emergency officials cannot determine the cause of the alarm.

Fire Alarm System - A system, or a portion of a system or combination system, consisting of components and circuits arranged to monitor and/or announce the status of a fire alarm, suppression system activation, or signal initiating device that initiate a response.

Fire Department - The Tooele City fire department.

Fire Watch - An enforcement program whereby an enforcement official assigned to a premises for the purpose of protecting a building or structure, or its occupants, from an emergency fire-related situation. A fire watch may involve special actions beyond routine fire department staffing. A special action may include persons trained in fire prevention and detection, the use of fire extinguishing systems, or the activation of fire alarms.

Owner - Any person who owns the premises in which a fire alarm system is installed. In the event such premises are leased to a third party, the term Owner shall mean both the owner of the property and the tenant in possession of the premises, and any responsibilities for the fire alarm system and fees assessed hereunder shall be joint and several for both the owner and the tenant.

Premises - Any building or structure, or combination of buildings and structures, in which a fire alarm system is installed. For purposes of this Chapter, the term Premises shall not mean single-family or two-family residential buildings.

Reconnection, and Reconnect - The reconnection, reactivation, or return to service of a fire alarm system.

Serve, or Service - Personal delivery or delivery via regular U.S. mail to both the physical address of the premises and to the address of the record owner of the premises if different than the physical address of the premises. Service is deemed effective upon personal delivery or 3 days after mailing.

3-7-3. Maintenance, testing, and inspection.

(1) The owner of a premises shall ensure that all fire alarm systems on a premises are periodically maintained as dictated by the manufacturer's specifications and the adopted codes.

(2) The owner shall ensure that all fire alarm systems on a premises are tested and inspected at least

once per year and in accordance with the adopted codes.

3-7-4. Fire alarm system activation and response.

(1) The owner of a premises shall be responsible for all activations of a fire alarm system thereon.

(2) A fire department response to the activation of a fire alarm system shall be deemed to result when any officer or member of the fire department is dispatched to the premises where the fire alarm system has been activated.

3-7-5. Intentional false alarm - penalty.

A person who, knowingly or intentionally, makes a false report of a fire, activates a false fire alarm, or tampers with or removes any part of a fire alarm system is guilty of a class B misdemeanor.

3-7-6. Notice and fees for repeated false alarms.

(1) The first and second fire alarm system activations in any 365-day period, deemed by the enforcement official to be nuisance fire alarms and/or false fire alarms, shall result in the enforcement official serving a Notice of False Alarm to the owner of the premises where the fire alarm system has been activated. The notice will indicate the fire alarm system activation, direct the owner to correct the cause of the false or nuisance fire alarm, and provide a warning that subsequent alarms may result in the assessment of fees.

(2) More than 2 fire alarm system activations within any 365 day period, deemed by the enforcement official to be nuisance fire alarms and/or false fire alarms, shall result in the enforcement official serving a Notice of Repeated False Alarms to the owner of the premises where the fire alarm system has been activated. The notice will indicate the assessment of fees against the owner in the amounts stated in the Tooele City fee schedule.

(3) Should any fee assessed pursuant to this Section remain unpaid in excess of 60 days from the date of the Notice of Repeated False Alarms, a late payment penalty shall be imposed equal to 10% of the amount due. In addition, for each calendar month beyond the due date that a payment is late, compound interest of 2% shall accrue monthly until the fees, plus penalties and interest, are paid in full.

3-7-7. Disconnection of fire alarm system - occupancy - fire watch - reconnection.

(1) At the discretion of the enforcement official, and in the event that a premises experiences habitual fire alarms, a written Order to Disconnect may be served upon the owner specifying the date on which the owner shall be required to disconnect the fire alarm system.

(2) Each premises affected by the disconnection of the fire alarm system shall be required to establish a fire watch that meets the requirements of the enforcement official until the fire alarm system has been reconnected.

(3) The enforcement official shall have the authority to temporarily suspend the occupancy certificate of a premises under fire watch until all repairs are made to the fire alarm system or if the fire watch is not maintained to the satisfaction of the enforcement official.

(4) A fire alarm system may be reconnected upon a finding by the enforcement official that the owner of the premises has taken necessary corrective action to remedy the cause of the habitual fire alarms at the premises. The owner shall have the burden of showing that adequate corrective action has been taken by making a request for reconnection.

(5) The owner shall be responsible for all inspection and/or testing fees and costs incurred in determining whether the fire alarm system is ready for reactivation. The enforcement official shall not authorize or approve of reconnection until the owner has paid such fees and costs in full.

(6) Follow service of an Order to Disconnect, reconnection of a fire alarm system shall be pursuant to an Authorization to Reconnect issued by the enforcement official.

3-7-8. Fire watch.

(1) In the event the enforcement official orders a fire watch instituted as a result of a fire alarm system being disconnected, pursuant to an Order to Disconnect, such a fire watch may be at the following levels or may provide specific fire watch requirements at the discretion of the enforcement official:

(A) Level I: Continuous monitoring of the premises for signs of smoke or fire for purposes of notifying the fire department. This may be effectively carried out through one or more approved employees of the building owner, security guards, or fire department personnel, at the discretion of the enforcement official.

(B) Level II: Continuous monitoring of the premises for signs of smoke or fire for the purpose of notifying the fire department and assisting with evacuation. This may be effectively carried out through one or more approved employees of the building owner, security guards, or fire department personnel, in the discretion of the enforcement official. These individuals must be familiar with the existing fire alarm systems, fire protection systems, fire suppression systems, water systems, and evacuation plans relative to the premises.

(C) Level III: Continuous monitoring of the premises for signs of smoke or fire for the purpose of

notifying the fire department, assisting with evacuation, and fire extinguishment/hazard mitigation. One or more fire department personnel shall be required, and an emergency action plan may also be required, in the discretion of the enforcement official.

(2) The owner shall be responsible for paying all fees and costs associated with establishing a fire watch.

3-7-9. Appeals.

(1) An owner may appeal any of the following to the enforcement official:

- (A) a Notice of Repeated False Alarms;
- (B) an Order to Disconnect;
- (C) the refusal to issue an Authorization to Reconnect;
- (D) the costs associated with an Authorization to Reconnect or a fire watch.

(2) All appeals shall be in writing and shall set forth the reasons for the appeal.

(3) All appeals shall be filed with the City Recorder within 10 days of service of the Notice or Order being appealed. Appeals filed after this deadline are untimely and shall not be heard.

(4) All appeals shall be accompanied with the payment of an appeal fee as set forth in the Tooele City fee schedule. Appeal fees will be returned to the owner if the Notice or Order being appealed is not upheld on appeal.

(5) The appeal of a Notice of Repeated False Alarms stays the assessment of fees until the enforcement official makes a final written decision upholding the Notice. The appeal of an Order to Disconnect stays the requirement to disconnect until the enforcement official makes a final written decision upholding the Order.

(6) An appeal decision of the enforcement officer may be appealed, with 10 days of service of the decision, to the Administrative Hearing Officer pursuant to Chapter 1-28 of this Code. Appeals filed after the appeal deadline are untimely and shall not be heard.

3-7-10. Collection of fees and costs.

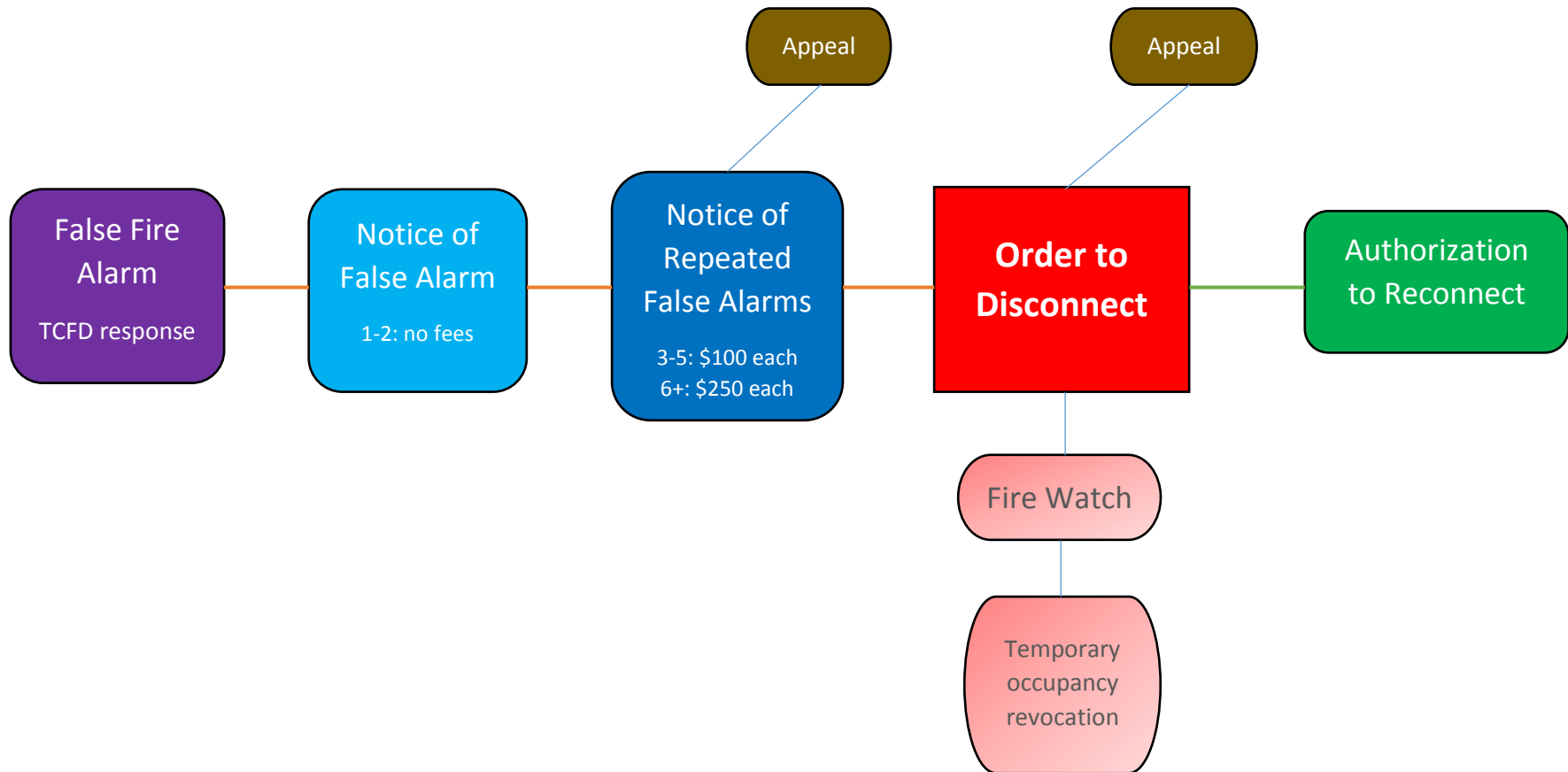
Tooele City is authorized to use all lawful means to collect fees, costs, penalties, and interest assessed under this Chapter, including requiring payment through the City utility bill.

3-7-11. Government immunity.

The inspection of fire alarm systems, the establishment of fire watches, or any other action provided for in this Chapter is not intended to, nor will it, create a contract, duty, or obligation, either expressed or implied, of fire department response, nor create a special relationship between an owner and the

fire department. Any and all liability and damages resulting from the failure to respond to a notification or to take any other action as provided for herein is hereby disclaimed, and governmental immunity as provided by law is hereby retained. Tooele City, its officers, employees, and agents, shall not assume any duty or responsibility for the installation, operation, repair, effectiveness, or maintenance of any fire alarm system or the maintenance of a fire watch, those duties or responsibilities belonging solely to the owner of the premises.

TCC Chapter 3-7: Fire Alarms
Implementation Flow Chart



Notice of False Alarm

Date of Notice:

Case #:

Premises Parcel #:

Premises Owner:

Address of Premises:

Owner Address of Record:

Dates	Description of Fire Department Responses to False or Nuisance Alarms

Notice to Correct: The Owner is hereby notified of the false or nuisance fire alarms described above and of the requirement to correct the causes of the alarms.

Notice of Fees: The first and second responses by the Tooele City Fire Department in a 365-day period to false or nuisance fire alarms at the Premises will not result in the assessment of fees. However, additional responses during a 365-day period will result in a Notice of Repeated False Alarms and the assessment of fees. For **3-5** false or nuisance alarms in a 365-day period, the fee will be **\$100** for each fire department response. For **6 or more** false or nuisance alarms in a 365-day period (Habitual Fire Alarms), the fee will be **\$250** for each fire department response.

Fee Assessment under this Notice: (\$0)

Order to Disconnect: Habitual Fire Alarms may result in an Order to Disconnect the fire alarm system on the Premises, which may also result in the temporary revocation of the occupancy permit for the Premises.

Appeal: This Notice is not appealable.

Enforcement Official name:

Enforcement Official email:

Notice of Repeated False Alarms

Date of Notice:
Case #:
Premises Parcel #:
Premises Owner:
Address of Premises:
Owner Address of Record:

Notice Summary

Dates	Description of Fire Department Responses to False or Nuisance Alarms

Notice of Fees: The first and second responses by the Tooele City Fire Department in a 365-day period to false or nuisance fire alarms at the Premises will not result in the assessment of fees. However, additional responses during a 365-day period will result in a Notice of Repeated False Alarms and the assessment of fees. For **3-5** false or nuisance alarms in a 365-day period, the fee will be **\$100** for each fire department response. For **6 or more** false or nuisance alarms in a 365-day period (Habitual Fire Alarms), the fee will be **\$250** for each fire department response.

Fee Assessment under this Notice: (\$_____)

Order to Disconnect: Habitual Fire Alarms may result in an Order to Disconnect the Fire Alarm System on the Premises, which may also result in the temporary revocation of the occupancy permit for the Premises.

Appeal: The Owner may appeal this Notice to the Fire Chief or designee by filing a written appeal with the Tooele City Recorder within 13 days after this Notice is mailed. The appeal must state the reasons for the appeal. Appeals filed after the 13 days are untimely and shall not be heard.

Enforcement Official name:
Enforcement Official email:

Order to Disconnect

Date of Order:
Case #:
Premises Parcel #:
Premises Owner:
Address of Premises:
Owner Address of Record:

Summary of Findings

Dates	Findings Regarding Habitual Fire Alarms and Requiring Disconnection

Order to Disconnect. As a result of Habitual Fire Alarms (6 or more false or nuisance fire alarms in any 365-day period), detailed above, the Owner is hereby ordered to disconnect or deactivate the Fire Alarm System at the above-referenced Premises no later than 5:00 p.m. on _____ [date].

Fire Watch. The Premises is hereby declared under Fire Watch, the requirements of which shall be established by the Enforcement Official. The Premises will remain under Fire Watch until the Fire Alarm System has been returned to service pursuant to an Authorization to Reconnect.

Occupancy Permit Suspended. Notice is hereby given that the occupancy permit for the Premises is hereby temporarily suspended for so long as the Premises is under Fire Watch and until all outstanding repairs are made to the Fire Alarm System necessary for its reactivation.

Order to Vacate. The Owner is hereby ordered to vacate the Premises of employees and patrons until such time as an Authorization to Reconnect is issued by the Enforcement Official. An Authorization to Reconnect may be issued only upon a finding by the Enforcement Official that the Owner of the Premises has taken all necessary corrective action to remedy the cause of the Habitual Fire Alarms at the Premises. The Owner shall have the burden of showing that adequate corrective action has been taken by making a request for reactivation. The Premises may not be occupied until the issuance by the Enforcement Official of an Authorization to Reconnect.

Fees and Costs: The Owner shall be responsible for any inspection and/or testing fees and costs in determining whether a Fire Alarm System is ready for reactivation. The Owner shall also be responsible for any costs associated with the Fire Watch. Such fees and costs shall be detailed in the Authorization to Reconnect. An Authorization to Reconnect shall not be issued until such fees and costs are paid in full.

Appeal: The Owner may appeal this Order to Disconnect to the Fire Chief or designee by filing a written appeal with the Tooele City Recorder within 10 days after the Order is served in person or within 13 days after the Order is mailed. The appeal must state the reasons for the appeal. Appeals filed after these deadlines are untimely and shall not be heard.

Enforcement Official name: _____

Enforcement Official email: _____

Fire Watch

Date:

Case #:

Premises Parcel #:

Premises Owner:

Address of Premises:

Owner Address of Record:

Fire Watch Level (check one):

- Level 1**
- Level 2**
- Level 3**

The Tooele City Fire Department hereby institutes a Fire Watch for the Premises as determined by the Enforcement Official, based on the findings of the Order to Disconnect dated _____.

Fire Watch Requirements

Fire Watch Requirements	Compliance Deadline

Enforcement Official name: _____

Enforcement Official email: _____

Authorization to Reconnect

Date of Authorization:
 Case #:
 Premises Parcel #:
 Premises Owner:
 Address of Premises:
 Owner Address of Record:

Summary of Findings

Dates	Findings Regarding Repairs to Fire Alarm System Allowing its Reconnection

In light of the above-described findings regarding repairs made to the Fire Alarm System on the Premises, the Owner is hereby authorized to reconnect the Fire Alarm System and to occupy the Premises.

Fees and Costs: The Owner shall be responsible for the following inspection, testing, and other fees and costs in determining whether the Fire Alarm System was ready for reactivation, and associated with the Fire Watch. This Authorization to Reconnect shall not be issued until such fees and costs are paid in full.

Dates	Fees and Costs: Inspections, Testing, Fire Watch, Etc.

Appeal: The Owner may appeal the Fees and Costs detailed in this Authorization to Reconnect to the Fire Chief or designee by filing a written appeal with the Tooele City Recorder within 10 days after the Authorization is served in person or within 13 days after the Authorization is mailed. The appeal must state the reasons for the appeal. Appeals filed after these deadlines are untimely and shall not be heard.

Enforcement Official name: _____
 Enforcement Official email: _____

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, October 4, 2017 at the hour of 7:00 P.M. The meeting will be held in the Tooele City Hall Council Room located at 90 North Main Street, Tooele, Utah.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Mayor's Youth Recognition Awards**
4. **Public Comment Period**
5. **Resolution 2017-43 A Resolution of the Tooele City Council Consenting to the Mayor's Appointments to the Tooele City Historic Preservation Commission
Presented by Terra Sherwood**
6. **Bernice Heritage Minor Subdivision – Final Plat Request
Presented by Jim Bolser**
7. **Minutes
- September 20, 2017**
8. **Invoices
Presented by Michelle Pitt**
9. **Adjourn to RDA**
10. **RDA Resolution 2017-07 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving a Real Estate Contract of Purchase and Sale with the State of Utah for a Business Resource Center
Presented by Randy Sant**
11. **Adjourn**

Michelle Y. Pitt
Tooele City Recorder/RDA Secretary

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

TOOELE CITY CORPORATION

RESOLUTION 2017-43

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO THE MAYOR'S APPOINTMENTS TO THE TOOELE CITY HISTORIC PRESERVATION COMMISSION.

WHEREAS, the Historic Preservation Commission ("Commission") was established by Ordinance 1985-02 on February 28, 1985 (see Ordinance 1985-02 attached as Exhibit A); and,

WHEREAS, Ordinance 1985-02 enacted TCC Chapter 2-7 (attached as Exhibit B); and,

WHEREAS, the duties of the Commission include the following:

1. Survey and inventory the community's historic resources
2. Review proposed nominations to the National Register of Historic Places
3. Provide advice and information to city officials
4. Enforce state of Utah historic preservation laws

(see TCC Section 2-7-3); and,

WHEREAS, the Commission is composed of five members appointed by the Mayor, with the consent of the City Council, which members must be residents of Tooele City, must have a demonstrated interest in, compliance with, or knowledge of historical preservation, and two of whom must be professionals from the disciplines of history and architecture or architectural history (see TCC Section 2-7-1); and,

WHEREAS, Commission members serve an indeterminate term; and,

WHEREAS, the Commission must meet at least twice each year, and Commission meetings are subject to the Utah Open Meetings Act; and,

WHEREAS, the table attached as Exhibit C lists the Mayor's appointments to the Commission, all of whom are Tooele City residents, and their required interest, knowledge, and experience:

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

1. the City Council hereby consents to Mayor Dunlavy's appointments to the Historic Preservation Commission (see Exhibit C); and,
2. the City Recorder is hereby directed to follow the appointment notification procedures contained in TCC Section 2-7-1.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

EXHIBIT A

Ordinance 1985-02

ORDINANCE
85 - 02

AN ORDINANCE ESTABLISHING AN HISTORICAL PRESERVATION COMMISSION

WHEREAS, authority is given by the State to local municipalities under Utah Code Annotated §11-18-2, which recognizes that the historical heritage of this State is among its most valued and important assets; and,

WHEREAS, it is the intent of the State Legislature that the counties, cities and towns of this State shall have the power to identify, preserve, protect and enhance historic and prehistoric areas and sites lying within their respective jurisdictions; and,

WHEREAS, Tooele City is hereby empowered to expend public funds for the purpose of identifying, preserving, protecting or enhancing historical areas and sites; and,

WHEREAS, the purpose of the local preservation commission is to undertake specified historic preservation duties including survey, inventory, review of nominations to the National Register, preservation education, advice and enforcement of local and state preservation laws; and,

WHEREAS, the Tooele City Council deems it appropriate to implement this Ordinance and to establish an Historic Preservation Commission in Tooele City; and,

WHEREAS, this Council feels it is in the best interests of the citizens of Tooele City for this Ordinance to become effective upon passage.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF TOOELE that an Historic Review Commission be formed and charged with these duties.

CHAPTER 7

HISTORICAL PRESERVATION COMMISSION

2-7-1: HISTORICAL PRESERVATION COMMISSION:

There is hereby created an Historical Preservation Commission of five (5) members with a demonstrated interest, compliance or knowledge in historical preservation. At least two (2) of these members shall be

professionals from the disciplines of history and architecture or architectural history. The members shall be appointed by the Mayor with the consent of the Council. Said members shall be residents of Tooele City. The Recorder shall notify such appointees and request a written acceptance from them on their appointment. All such designated appointees shall within thirty (30) days file with the Recorder his or her acceptance of appointment. Should the same not be filed within the said period, the person shall be considered to have declined the appointment, and the Mayor shall, with the consent of the Council, designate another party for such appointment. The designated appointees upon filing acceptance of appointment, shall automatically be members of the Historical Preservation Commission. The Historical Preservation Commission shall meet at least twice each year and shall appoint a Chairperson from among its members. Business shall be conducted in open public meetings with written minutes of each Commission meeting, prepared and available for public inspection. All vacancies on the Commission occasioned by removal, resignation or otherwise shall be reported to the Mayor, who shall fill such vacancy pursuant to the manner of appointment provided herein.

2-7-2: DUTIES OF THE COMMISSION:

It shall be the duty of the Commission to:

1. Survey and Inventory Community Historic Resources.

The Historic Preservation Commission shall conduct or cause to be conducted a survey of historic, architectural and archeological resources within Tooele City. The survey shall be compatible with the Utah Inventory of Historic and Archeological Sites. Survey and Inventory documents shall be maintained and open to the public. The survey will be updated at least every ten (10) years.

2. Review Proposed Nominations to the National Register of Historic Places.

The Historic Preservation Commission shall review and comment to the State Historic Preservation Officer on all proposed National Register nominations for the properties within the boundaries of Tooele City. When the Historic Preservation Commission considers a National Register nomination which is normally evaluated by professionals in a specific discipline and that discipline is not represented on the Commission, the Commission will seek expertise in this area before rendering its decision.

3. Provide Advice and Information.

a. The Historic Preservation Commission shall act in an advisory role to other officials and departments of Tooele City regarding the identification and protection of local historic and archeological resources.

b. The Historic Preservation Commission shall work toward the continuing education of citizens regarding historic preservation and Tooele City's

history.

4. Enforcement of State Historic Preservation Laws.

The Commission shall support the enforcement of all State laws relating to historic preservation. These include, but are not limited to the following Utah Code Sections: Utah Code Annotated §11-18-2, "The Historic District Act"; Utah Code Annotated §63-18-25, 27 and 30 regarding the protection of Utah antiquities; and Utah Code Annotated §63-18-37 regarding notification of the State Historic Preservation Office of any known proposed action which would destroy or effect a site, building or object owned by the State of Utah and included on or eligible for the State of National Registers.

DATED THIS 20th day of February, 1985.

TOOELE CITY COUNCIL

[For]

[Against]

J. David Fadden _____
Charles J. Moore _____
Robert E. Smith _____
Raymond Johnson _____
Michael Peters _____

MAYOR OF TOOELE CITY

[For]

[Against]

George W. Diehl _____

ABSTAINING

Approved as to Form:

Donna G. Draughon
Donna G. Draughon, Tooele City Attorney

EXHIBIT B

CHAPTER 7. HISTORICAL PRESERVATION COMMISSION

2-7-1. Historical preservation commission.

2-7-2. Duties.

2-7-1. Historical preservation commission.

There is hereby created an Historical Preservation Commission of five (5) members with a demonstrated interest, compliance or knowledge in historical preservation. At least two (2) of these members shall be professionals from the disciplines of history and architecture or architectural history. The members shall be appointed by the Mayor with the consent of the Council. Said members shall be residents of Tooele City. The Recorder shall notify such appointees and request a written acceptance from them on their appointment. All such designated appointees shall within thirty (30) days file with the Recorder his or her acceptance of appointment. Should the same not be filed within the said period, the person shall be considered to have declined the appointment, and the Mayor shall, with the consent of the Council, designate another party for such appointment. The designated appointees upon filing acceptance of appointment, shall automatically be members of the Historical Preservation Commission. The Historical Preservation Commission shall meet at least twice each year and shall appoint a Chairperson from among its members. Business shall be conducted in open public meetings with written minutes of each Commission meeting, prepared and available for public inspection. All vacancies on the Commission occasioned by removal, resignation or otherwise shall be reported to the Mayor, who shall fill such vacancy pursuant to the manner of appointment provided herein. (Ord. 85-02, 02-28-85)

2-7-2. Duties of the commission.

It shall be the duty of the Commission to:

(1) Survey and inventory community historic resources.

The Historic Preservation Commission shall conduct or cause to be conducted a survey of historic,

architectural and archeological resources within Tooele City. The survey shall be compatible with the Utah Inventory of Historic and Archeological Sites. Survey and Inventory documents shall be maintained and open to the public. The survey will be updated at least every ten (10) years.

(2) Review Proposed Nominations to the National Register of Historic Places.

The Historic Preservation Commission shall review and comment to the State Historic Preservation Officer on all proposed National Register nominations for the properties within the boundaries of Tooele City. When the Historic Preservation Commission considers a National Register nomination which is normally evaluated by professionals in a specific discipline and that discipline is not represented on the Commission, the Commission will seek expertise in this area before rendering its decision.

(3) Provide advice and information.

(a) The Historic Preservation Commission shall act in an advisory role to other officials and departments of Tooele City regarding the identification and protection of local historic and archeological resources.

(b) The Historic Preservation Commission shall work toward the continuing education of citizens regarding historic preservation and Tooele City's history.

(4) Enforcement of State Historic Preservation Laws.

The Commission shall support the enforcement of all State laws relating to historic preservation. These include, but are not limited to the following Utah Code Sections: Utah Code Annotated Section 11-18-2, "The Historic District Act"; Utah Code Annotated Sections 63-18-25, 27, and 30 regarding the protection of Utah antiquities; and Utah Code Annotated Section 63-18-37 regarding notification of the State Historic Preservation Office of any known proposed action which would destroy or effect a site, building or object owned by the State of Utah and included on or eligible for the State of National Registers. (Ord. 85-02, 02-20-85)

EXHIBIT C

Mayor Dunlavy's Appointments to the Historic Preservation Commission

Name	Interest/Knowledge in Historical Preservation	Professional Discipline in History
Richard Trujillo	Administrator for Tooele History Facebook page. Compiled history of Deseret Chemical Depot.	
Amy Kelley	Loves history.	Currently working on Bachelor's degree in history with plans to obtain a Master's degree in Archiving and Preservation.
Burton Cahoon	Love of museums, culture, and history. Serves as a docent at the Sons of the Utah Pioneers Museum.	
Stephanie Fuglaar Statz, Ph.D.	Member of the Utah State Historical Society. Published books, journal articles, encyclopedia entries, and book reviews.	Ph.D in History M.A. in Public History B.A. in History and Anthropology
Jacob Lyman	Long held interest in Tooele's history. Co-author on a blog dedicated to railroad history and current events.	Seeking a degree in Mechanical Engineering.

EXHIBIT A

**MAPPING PERTINENT TO BERNICE HERITAGE MINOR SUBDIVISION FINAL
PLAT**



SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into by and between TOOEELE CITY CORPORATION, a municipal corporation of the State of Utah and a charter city ("Tooele City"), and VORWALLER MOBILE HOME PARK, INC., ("Vorwaller"¹). The parties are collectively referred to herein as the "Parties." The Effective Date of this Agreement shall be the 19 day of February 2014.

RECITALS

A. Vorwaller has operated a mobile home park (hereinafter the "Park"), at times including recreational vehicles (RVs), since about 1970, and expanded the Park in about 1997. (See Exhibits 1A and 1B, attached hereto and incorporated herein.)

B. The record of Tooele City actions regarding the Park's original approval and the expansion approval consists of various documents, including Planning Commission approvals, City Council approvals, meeting agendas showing the dates upon which approvals were considered, minutes of those approvals, and subdivision plats and/or site plans signed by Tooele City.

C. The 1997 Park approval included a requirement for a club house consisting of men's and women's restrooms, laundry room, office, and other facilities, which facilities were never constructed. (See Exhibit 1C, attached hereto and incorporated herein.)

D. Existing mobile home parks and RV parks are legal-nonconforming uses in Tooele City. Mobile home and RV parks are currently prohibited uses under the Tooele City Code, and have been since approximately 1999. These uses were allowed by the City Code at the time they were approved and constructed, but have since become prohibited uses. Because mobile home and RV parks are nonconforming uses, their expansion or enlargement is prohibited.

E. Tooele City provided notice by letter dated August 10, 2012, sent to all Tooele City mobile home and RV parks, that "Any expansion of a legal nonconforming use will terminate that use. . . ." Tooele City provided notice by letter dated August 8, 2012, to Vorwaller stating that "Non-conforming uses may not be expanded. By expanding a non-conforming use you lose the legality of the non-conforming status and become an illegal use. Increasing the number o[f] recreational vehicle pads in your park is an illegal expansion of the nonconforming use."

¹ For purposes of this Settlement Agreement and Release, the term "Vorwaller" shall include Vorwaller Mobile Home Park, Inc., Vorwaller Mobile Home Park, Vorwaller Mobile Home, Inc., Vorwaller Homestead and RV Park, Inc., Vorwaller Homestead and RV Park, Vorwaller Mobile Home and RV Park, Vorwaller Mobile Home/RV Park, Vorwaller RV Park, Vorwaller Manufactured Home Park, Vorwaller Manufactures Homes, Vorwaller Trailer Co. (all of which names have been used in seemingly official documents), and any other aka or dba.

F. Vorwaller contends that the Park is permitted for 159 mobile home and/or RV spaces and/or units (the "Dwelling Unit Spaces" or "Spaces").

G. Tooele City contends that the Park is permitted for a maximum of 140 Dwelling Unit Spaces, based on an aggregation of various approval records, and upon aerial photography, as described and documented in Tooele City's February 28, 2013, letter to Vorwaller.

H. Tooele City contends that the extent to which the Park exceeds 140 Spaces, the Park has been unlawfully expanded and enlarged, thus jeopardizing the Park's legal nonconforming use status.

I. Vorwaller filed with Tooele City a document dated June 9, 2013, entitled, "Request for Declaration of RV Space Land Use as Compatible with Existing Non-Conforming Use (Interpretation of Tooele City Code Section 7-3-5)." Tooele City understood this document to be an installment in the land use application materials filed previously with Tooele City, and began to process the application accordingly, including by scheduling the application for consideration by the Tooele City Planning Commission. Following a negative recommendation by the Planning Commission, Vorwaller filed with Tooele City a document dated August 19, 2013, entitled, "Appeal to Tooele City Board of Adjustment of Denial on August 14, 2013 by Tooele County [sic] Planning Commission." By letter dated August 21, 2013, Tooele City denied Vorwaller's attempt to appeal the Planning Commission's recommendation to the Board of Adjustment for the reason, among others, that the next appropriate administrative step for the application was the City Council.

J. Vorwaller filed a letter dated September 5, 2013, with the Office of the Property Rights Ombudsman in the State of Utah Department of Commerce, requesting an Advisory Opinion on matters relating to the legal nonconforming use status of the Park.

K. Tooele City contends that the conversion of some mobile home spaces in the Park to RV spaces was accomplished without the necessary building permits and inspections. Vorwaller contends that the conversion involved only maintenance work and did not require building permits and inspections.

L. The Parties desire to settle their disputes so as to allow the Park to continue in operation for the benefit of Vorwaller and the Park's residents, to prevent the expansion of a legal nonconforming use, to establish clearly the limits of that nonconforming use, and for the public safety and welfare.

AGREEMENT

In consideration of the mutual promises, covenants, releases, and agreements contained herein, the Parties agree as follows:

1. Dwelling Unit Space Limitation. The number of Dwelling Unit Spaces in the Park, whether for mobile homes, manufactured homes, recreational vehicles, or any combination

thereof, shall not exceed 151. Vorwaller shall achieve a reduction from 159 Spaces to 151 Spaces by permanently eliminating the Spaces numbered 12 through 16 and 31A through 33A on Exhibit 1D, attached hereto and incorporated herein. Each Dwelling Unit Space may contain only one dwelling unit.

2. Acknowledgement of Legal Nonconforming Use. The Parties agree and acknowledge that the Park is a legal nonconforming use in Tooele City. The Parties also agree and acknowledge that any increase in the number of Dwelling Unit Spaces above 151 shall be deemed an expansion and an enlargement of the nonconforming use, shall be unlawful, and shall constitute grounds for termination of the nonconforming use by Tooele City. The Parties further agree and acknowledge that the replacement of a nonconforming dwelling unit with a larger nonconforming dwelling unit shall be deemed an expansion and an enlargement of the nonconforming use, shall be unlawful, and shall constitute grounds for termination of the nonconforming use by Tooele City. Tooele City reserves all rights to terminate the nonconforming use in the event of its expansion or enlargement.

3. Common Facilities. Within 24 months from the Effective Date of this Agreement, Vorwaller shall construct the Common Facilities illustrated in Exhibit 1C, including an office, men's and women's restrooms, men's and women's showers, furnished laundry room, and function room. The location of the Common Facilities building shall be on Spaces 31A, 32A, and 33A as shown on Exhibit 1D. Vorwaller shall retain licensed contractors to apply for and obtain the required Tooele City building permits and inspections for the Common Facilities. All impact fees and other generally applicable City requirements shall apply to the building permit for the Common Facilities.

4. Common Facilities Security. As security for the completion of the Common Facilities, Vorwaller shall provide to Tooele City a letter of credit in an amount sufficient to construct the Common Facilities, as determined by competitive bid. The term of the letter of credit shall be 24 months. (A copy of the letter of credit shall be attached hereto and incorporated herein as Exhibit B.) Should the above-referenced Common Facilities remain incomplete at the end of 23 months from the Effective Date, Tooele City shall be entitled to seek and receive all money payable under the Letter of Credit, and to complete the Common Facilities with said money. Should the Letter of Credit money be insufficient to complete the Common Facilities, Vorwaller shall complete the Common Facilities at Vorwaller's expense within 90 days of Tooele City's written demand to do so.

5. RV Spaces Building Permit. Vorwaller shall retain a licensed electrical contractor to apply for and obtain a Tooele City building permit for the conversion of certain mobile home Spaces to RV Spaces, those being Spaces numbered 64 through 74 on Exhibit 1D. Evidence of the contractor being retained shall be delivered by Vorwaller to Tooele City within 30 days of the Effective Date. Vorwaller, through the contractor, shall submit and pay for a Tooele City building permit within 60 days of the Effective Date. Vorwaller shall allow all Tooele City building inspections of the permitted work. All electrical work shall be completed within 180 days

of the Effective Date and shall be performed in compliance with the International Building Code, as determined by the Tooele City Building Official.

6. Withdrawal of Request for Advisory Opinion: Withdrawal of Land Use Application. Within 15 days of the Effective Date, Vorwaller shall withdraw the above-referenced request for Advisory Opinion. By this Agreement, Vorwaller withdraws the land use application consisting in part of the above-referenced Request.

7. Release.

a. Except as otherwise provided in Paragraph 7.b. below, Vorwaller and all persons or entities claiming by, through, or under them, hereby release and forever discharge Tooele City, consisting of the City and its officers, agents, employees, and representatives, of and from any and all manner of actions, causes of action, in law or in equity, and any suits, claims, demands, damages, losses, costs, or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter the "Vorwaller Claims"), that Vorwaller now has or may hereafter have against Tooele City, by reason of any matter, cause, or thing whatsoever relating to the Park.

b. The general release set forth herein shall not extend to or be construed as releasing Tooele City from its responsibilities, promises, obligations, covenants, and agreements under or arising out of this Agreement.

8. Severability. In the event that any provision in or obligation under this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction against one or more of the Parties, the validity, legality, or enforceability of other provisions in or obligations under this Agreement shall not in any way be affected or impaired thereby, provided the intent and purpose of this Agreement can still be fulfilled. In the event such a court is asked to interpret any provision of this Agreement, the court shall be asked to do so broadly in such a manner as to effectuate the intent of the Parties.

9. Authority. The individuals executing this Agreement represent and warrant to the Parties that they have obtained the legal authority to execute this Agreement pursuant to the terms herein.

10. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns. Should Vorwaller assign the Agreement, however, the assignment must be of all of Vorwaller's rights and obligations under the Agreement and must relate to a sale of the entire Park and not mere portions thereof.

11. Enforcement of Agreement. If any of the Parties to this Agreement bring an action or proceeding to enforce its rights hereunder, the prevailing party shall be entitled to recover its costs and expenses, including court costs and attorneys fees, if any, incurred in

connection with such action or proceeding, including any court costs or attorneys fees incurred on appeal.

12. Construction of Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Utah, without giving effect to conflict of law principles. The terms of this Agreement have been negotiated by the Parties at arm's length, and the language of the Agreement shall not be construed in favor of or against any particular party. Vorwaller acknowledges that it has been advised to consult legal counsel regarding the terms of this Agreement. The headings used herein are for reference only and shall not affect the construction of this Agreement.

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

14. Amendment to Agreement. Any amendment to this Agreement must be in a writing signed by duly authorized representatives of all of the Parties hereto, in conformance with state and local law, and affirmatively stating the intent of the Parties to amend this Agreement.

15. Notices. Any notice or correspondence required or implied by this Agreement shall be sent to the following addresses, as applicable:

Tooele City Corporation:
Tooele City Mayor
90 North Main Street
Tooele, UT 84074

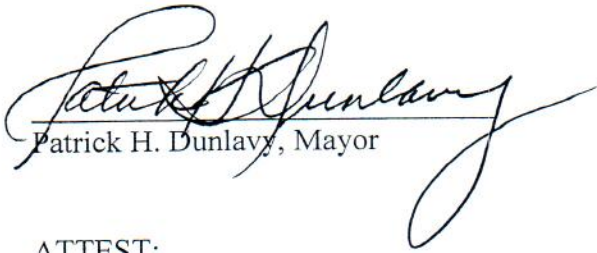
Vorwaller Mobile Home Park, Inc.
Rundassa Eshete, Officer
214 Ease Delgada Lane
Stansbury Park, UT 84074

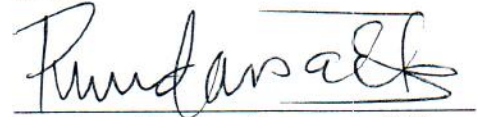
16. Rules of Evidence. All settlement discussions and negotiations occurring prior to the execution of this Agreement are confidential under the Utah Rules of Evidence and protected under the Utah Government Records Access and Management Act (GRAMA).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the indicated date upon which all Parties shall have executed this Agreement.

TOOELE CITY CORPORATION

VORWALLER MOBILE HOME PARK,
INC.

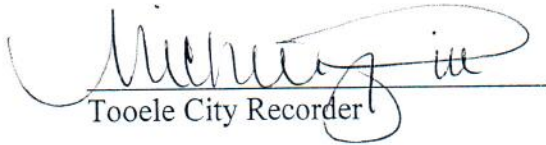

Patrick H. Dunlavy, Mayor


Rundassa Eshete, Corporate Officer

ATTEST:

Seal:




Tooele City Recorder

APPROVED AS TO FORM:



Tooele City Attorney

Exhibit 1

Exhibit 1A: Vorwaller Manufactured Home Park
(showing mobile home units 1-78)

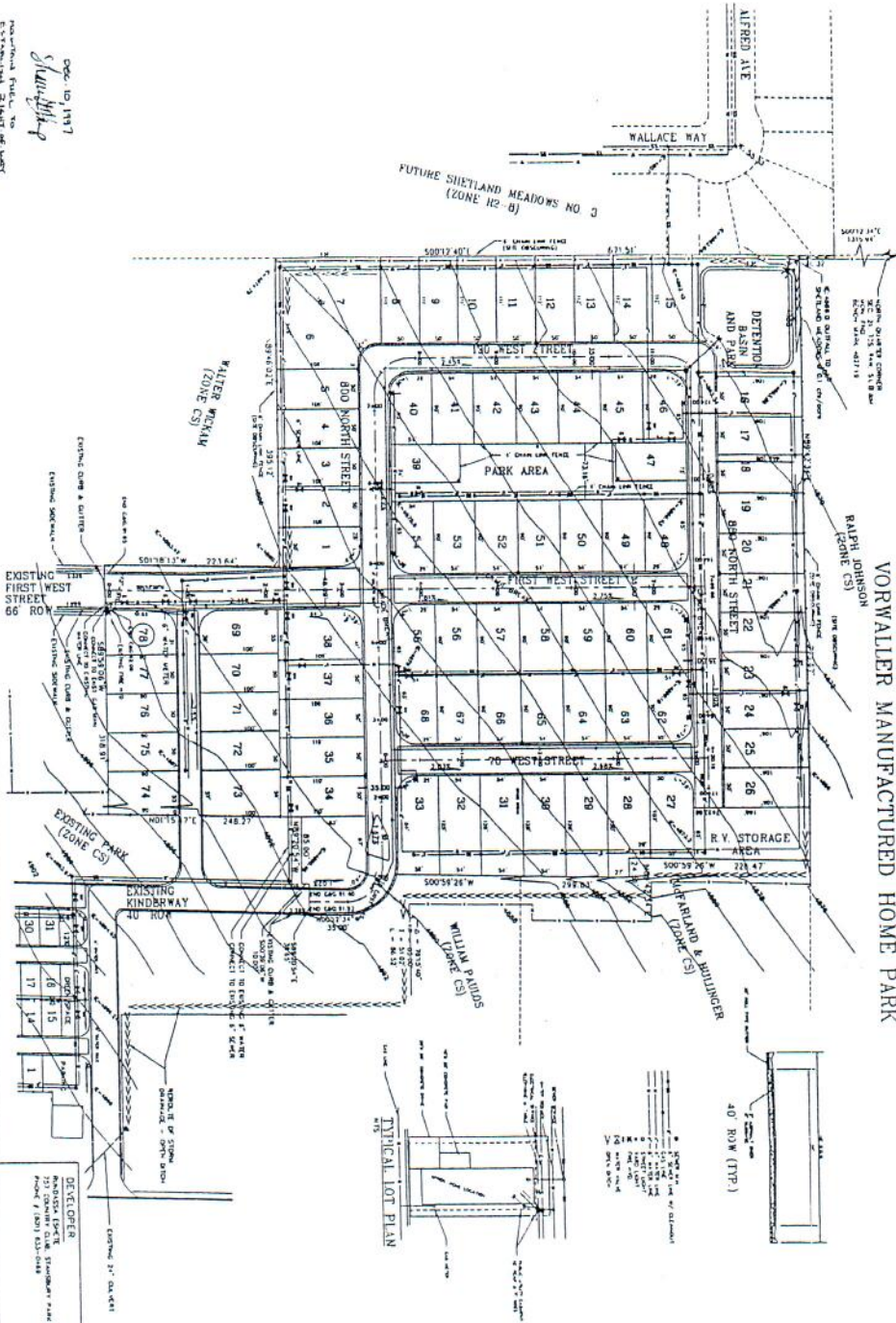
Exhibit 1B: Vorwaller RV Park
(showing RV units 1-40)

Exhibit 1C: Club House Plan: Common Facilities

Exhibit 1D: Vorwaller RV Park Site Plan
(showing units 31A, 32A, and 33A)

1A

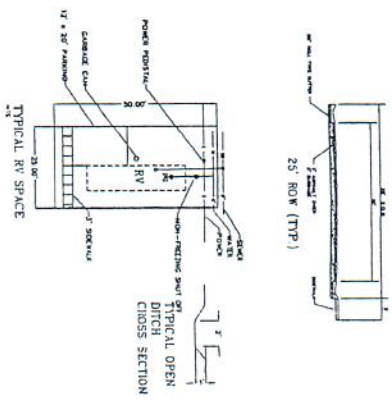
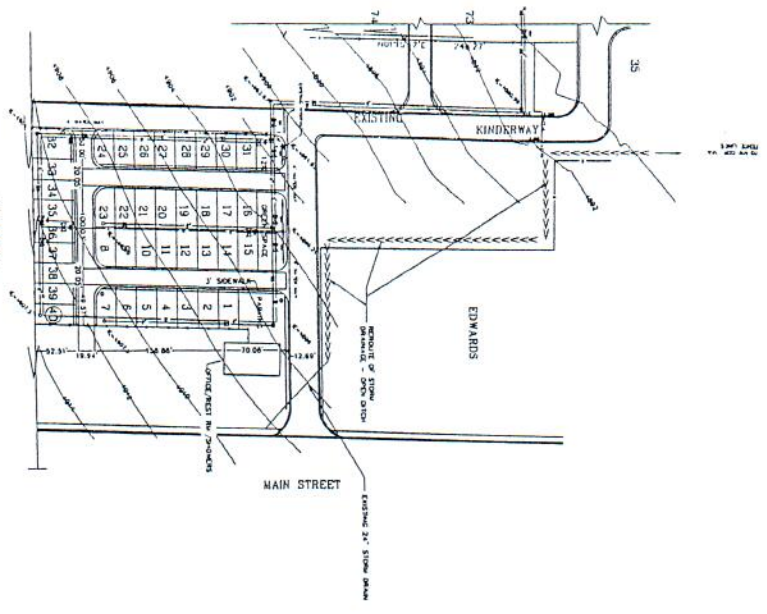
VORWALLER MANUFACTURED HOME PARK



DEC. 10, 1967
Shaw-Walker
National Plans, to
Contractor's Office of City

<p>DESIGNER: SHAW-WALKER ENGINEERS, INC., 1000 BROADWAY, NEW YORK 10018</p> <p>DATE: DEC. 10, 1967</p>	<p>COUNTY HEALTH DEPARTMENT APPROVAL</p> <p>CITY ATTORNEY'S APPROVAL</p> <p>CITY FIRE CHIEF APPROVAL</p> <p>CITY POLICE CHIEF APPROVAL</p> <p>POST MASTER APPROVAL</p> <p>CITY LAND USE RECOMMENDATION</p>	<p>DESIGN: BUILD OPERATE SERVICES</p> <p>FINAL PLAN FOR VORWALLER MANUFACTURED HOMES</p>
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1B



Dec 10, 1997
S. Williams

Department files to
Especially
Smart or Wary

<p>SUBMITTER'S PROJECT OR THE SCHOOL</p> <p>APPROVED AND DATE OF APPROVAL</p> <p>BY THE BOARD OF SUPERVISORS</p>	<p>COON TREATMENT PLANT</p> <p>APPROVED AND DATE OF APPROVAL</p> <p>BY THE BOARD OF COUNTY SUPERVISORS</p>	<p>CITY ATTORNEY'S APPROVAL</p> <p>APPROVED AND DATE OF APPROVAL</p> <p>BY THE BOARD OF CITY ATTORNEYS</p>	<p>CITY FIRE CHIEF APPROVAL</p> <p>APPROVED AND DATE OF APPROVAL</p> <p>BY THE BOARD OF CITY FIRE CHIEFS</p>	<p>CITY POLICE CHIEF APPROVAL</p> <p>APPROVED AND DATE OF APPROVAL</p> <p>BY THE BOARD OF CITY POLICE CHIEFS</p>	<p>POST MASTER APPROVAL</p> <p>APPROVED AND DATE OF APPROVAL</p> <p>BY THE POST MASTER</p>	<p>CITY LAND USE TECHNICIAN</p> <p>APPROVED AND DATE OF APPROVAL</p> <p>BY THE BOARD OF LAND USE TECHNICIANS</p>
<p>DESIGN-BUILD-OPERATE SERVICES</p> <p>210 South 200 West, Stearn UT 84311 (801) 223-2094</p>	<p>DESIGN-BUILD-OPERATE SERVICES</p> <p>210 South 200 West, Stearn UT 84311 (801) 223-2094</p>	<p>DESIGN-BUILD-OPERATE SERVICES</p> <p>210 South 200 West, Stearn UT 84311 (801) 223-2094</p>	<p>DESIGN-BUILD-OPERATE SERVICES</p> <p>210 South 200 West, Stearn UT 84311 (801) 223-2094</p>	<p>DESIGN-BUILD-OPERATE SERVICES</p> <p>210 South 200 West, Stearn UT 84311 (801) 223-2094</p>	<p>DESIGN-BUILD-OPERATE SERVICES</p> <p>210 South 200 West, Stearn UT 84311 (801) 223-2094</p>	<p>DESIGN-BUILD-OPERATE SERVICES</p> <p>210 South 200 West, Stearn UT 84311 (801) 223-2094</p>

DEVELOPER

DESIGN-BUILD-OPERATE SERVICES

210 South 200 West, Stearn UT 84311 (801) 223-2094

CITY PLANNING COMMISSION

APPROVED AND DATE OF APPROVAL

BY THE BOARD OF CITY PLANNING COMMISSIONERS

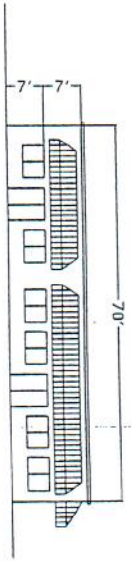
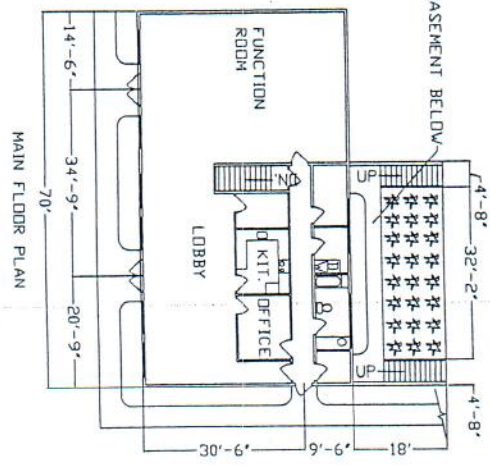
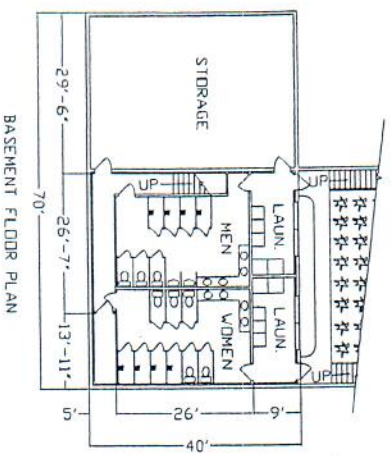
PROJECT NO.

DATE

SCALE N 1" = 70'

1C

CLUB HOUSE PLAN



WALK OUT BASEMENT BELOW

SCALE: 3/32 = 1'



SUPERINTENDENT OF THE SCHOOL APPROVED AND STAMPED IN WITNESS WHEREOF HIS OFFICE AND CITY SEAL ARE HEREBY SET AT THE SCHOOL DISTRICT OFFICE		COUNTY HEALTH DEPARTMENT APPROVED AND STAMPED IN WITNESS WHEREOF HIS OFFICE AND CITY SEAL ARE HEREBY SET AT THE COUNTY HEALTH DEPARTMENT OFFICE		CITY ATTORNEY'S APPROVAL APPROVED AND STAMPED IN WITNESS WHEREOF HIS OFFICE AND CITY SEAL ARE HEREBY SET AT THE CITY ATTORNEY'S OFFICE		CITY FIRE CHIEF APPROVAL APPROVED AND STAMPED IN WITNESS WHEREOF HIS OFFICE AND CITY SEAL ARE HEREBY SET AT THE CITY FIRE CHIEF'S OFFICE		CITY POLICE CHIEF APPROVAL APPROVED AND STAMPED IN WITNESS WHEREOF HIS OFFICE AND CITY SEAL ARE HEREBY SET AT THE CITY POLICE CHIEF'S OFFICE		POST MASTER APPROVAL APPROVED AND STAMPED IN WITNESS WHEREOF HIS OFFICE AND CITY SEAL ARE HEREBY SET AT THE POST OFFICE		CITY PLANNING COMMISSION APPROVED AND STAMPED IN WITNESS WHEREOF HIS OFFICE AND CITY SEAL ARE HEREBY SET AT THE CITY PLANNING COMMISSION OFFICE	
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Design-Build-Operate Services

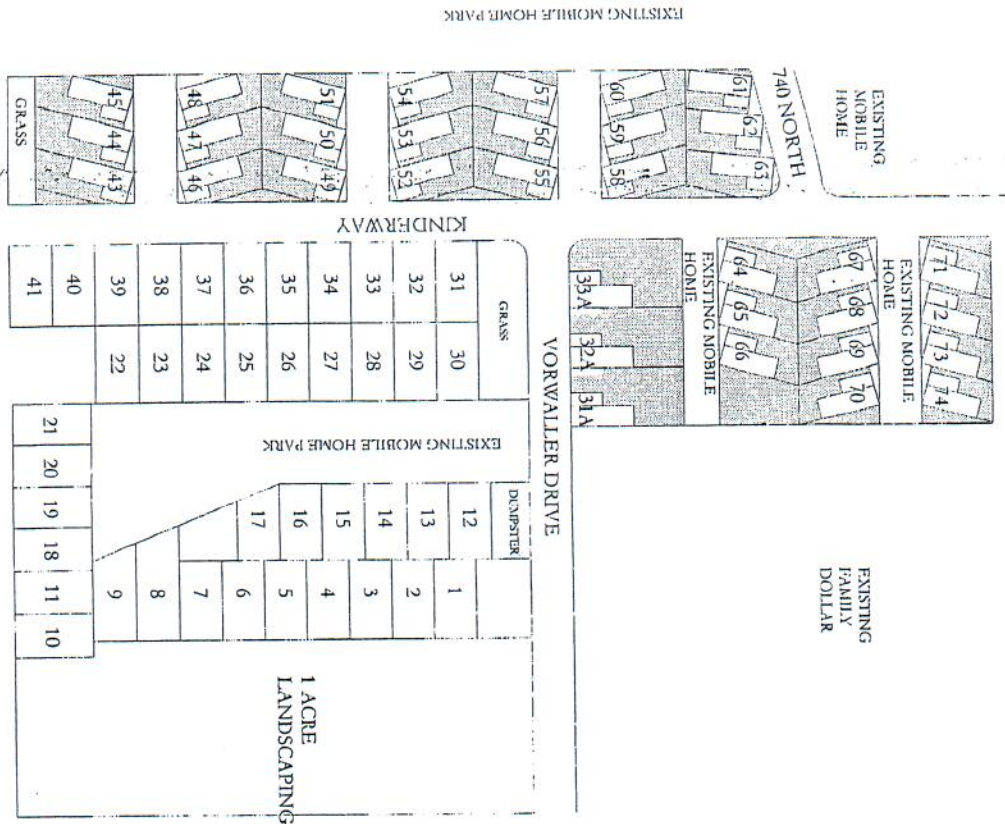
VORWALLER MANUFACTURED HOMES

FINAL PLAN FOR

210 South 200 West, Salem UT 84403 (801)413-3284

001

1D



APPROVED BY CITY COUNCIL

APPROVED BY PLANNING COMMISSION

PROJECT ID: 0
 SHEET: C1

Drawings for:
VORWALLER RV PARK
 SITE PLAN
 TOOELE UTAH



PARK ENGINEERING, LLC
 20 WEST 200 SOUTH SUITE #1
 HERRN CUT UT 84032
 PHONE 435-291-1456
 FAX 435-291-1456

NO.	REVISIONS	BY	DATE

April

Exhibit 2

Letter of Credit (for the Common Facilities)

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

Date: Wednesday, September 20, 2017
Time: 5:00 p.m.
Place: Tooele City Hall, Large Conference Room
90 North Main St., Tooele, Utah

City Council Members Present:

Chairwoman Debbie Winn
Scott Wardle
Brad Pratt
Steve Pruden
Dave McCall

City Employees Present:

Mayor Patrick Dunlavy
Glenn Caldwell, Finance Director
Michelle Pitt, Recorder
Roger Baker, City Attorney
Jim Bolser, Community Development and Public Works Director
Brian Roth, Parks and Recreation Director
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 5:00 p.m.

2. Roll Call

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

3. Discussion:

- Long Range Parks Plan
Presented by Brian Roth

Mr. Roth presented an evaluation and improvement proposal of the parks department and the different entities therein. He explained that the main areas of concern included irrigation systems, playgrounds, equipment, shop and equipment storage, concessions, and restroom buildings. He further explained:

Irrigation: Some of the irrigation systems are very old, and costly to maintain. It would be beneficial if the irrigation systems could be on a centralized system so that the City could adjust, monitor and use the water more efficiently. The irrigation system at the cemetery is 50 years old. It has been converted back and forth, but still needs work. Mr. Roth would like to work on at least getting Elton Park, Vine Street Park, the Dow James Complex, and Red Del Pappa Park upgraded, and get them tied in to a centralized system. This would cause a lot of water savings.

Playgrounds: There are many playgrounds that are in need of repair. Many of the playgrounds are 14-18 years old, and replacement parts are no longer available. When slides are falling apart, they have to pull out the slide and block it off. Playgrounds are \$60-80,000. If they are not replaced soon, they will have to be pulled out.

Equipment: Mr. Roth expressed appreciation for the mowers that were recently approved by the Council, but said there are quite a few other mowers that are struggling. The parks department is also in need of new vehicles.

Shop and equipment storage: The parks department needs more space for the equipment they have. There is too much equipment to be stored in the storage buildings available, so some of the equipment has to be stored outside all summer and winter. The storage buildings at the Babe Ruth and Dow James parks are inadequate.

Cemetery: The cemetery needs a maintenance building. A metal storage building was torn down and offered to the parks department. The parks department gathered the material and took it to the cemetery, and it now needs to be reconstructed. The cemetery records office has had some upgrades, but needs some additional upgrades and brought in to ADA compliance. The roads at the cemetery were resurfaced about four years ago, and made a big difference. There are new sections being put in, and roads need to be added. A road leading to the new maintenance building will need to be constructed, once that building goes up. The cemetery fencing needs to be replaced, or possibly upgraded.

Golf course: The golf course currently shares equipment space with the parks shop. There isn't enough room for cart storage. The golf course is in need of a new pavilion, equipment (although they are doing better than the park's side) golf cars, and restroom facilities. The front nine has an old restroom that needs to be upgraded. The back nine does not have a restroom.

Aquatic Center: Quite a bit of work has been done at the aquatic center over the last few years, including the stairs to the slide, a large fan has been installed to help with movement of air circulation, but there is still a lot of work that needs to be done. The lap pool had cracks, there are leaks, and lighting issues. The cracks and lighting were repaired, and the pool was plastered during the February closure. The building structure needs maintenance work, the chemical treatment system needs to be upgraded to UV filters, and the water slide needs to be refurbished.

Railroad Museum: The dock is rotting and separating from the museum. Engineering to replace the dock has been done, and they will soon have a bid for the repair or replacement. The caboose train car is rotting.

Mr. Roth talked about the long term plan to expand the cemetery, shop area and storage. The railroad museum needs a direction, and the tennis courts at Elton Park need to be upgraded or replaced.

Councilman Pratt complimented Mr. Roth on the parks presentation stating that it was very detailed. He said it gave the Council a good look at the condition of the parks' facilities.

- Code Enforcement Update
Presented by Jim Bolser

Mr. Bolser explained the code enforcement process, gave examples of the forms that are used, and provided the Council with code enforcement statistics. He said that this year is the first full year of enforcement efforts under the current ordinance so the staff and administration wanted to talk through this information with the Council, showing information from January 1st through September 7th.

Mr. Bolser characterized the code enforcement process in to three phases: initiation, violation, and remedy.

Initiation: The City receives a complaint, or the code enforcement officer observes a violation. An inspection is done and a courtesy notice is issued if a violation is validated. Mr. Bolser emphasized that this is an added step that the staff takes in addition to the process outlined in the ordinance as a courtesy to the residents. At this point there is no penalty. Another inspection is done generally a minimum of two weeks from the courtesy notice, depending upon the nature and scope of the violation. If the problem has been remedied, the process ends. If the problem has not been remedied, it moves to the violation stage. If the property owner communicates to the City that they need more time, it is granted, so long as the request is reasonable. Mr. Bolser stated that the staff has a desire to work with residents on correcting violations rather than being hard lined and seeking punishment or fines.

Violation: The property owner receives a notice of violation. At this point the property owner begins accruing fines if the violation is not remedied. Generally a minimum of two weeks later, an inspection of the property is done. If the violation is corrected, the

property owner is issued a notice of compliance and the case is closed. The property owner has the option to appeal the violation to the hearing officer. The hearing officer can uphold, reject, modify, or the City can enter in to a stipulation agreement with the property owner. A lower fee may be offered if the property owner agrees to not violate again for at least 12 months.

There is a daily fee after a notice of violation, but the City will work with requests for extensions with property owners so long as progress is being made to correct the violation. If the property owners comply, the matter is remedied. If correction of the violation does not occur, the case moves into the remedy stage.

Remedy: A default judgment is issued, which means the time window has lapsed and no progress by the property owner has been done. The default judgment is administered by the hearing officer. In order to get a default judgment, the staff meets with the administrative hearing officer to demonstrate the case and if the officer agrees, a default judgment is signed and issued to the property owner. The property owner can appeal the default judgment. If nothing is done, the property can be abated and a lien placed on the property. If the property owner comes in to compliance, they can enter in to a stipulation agreement with the City. Mr. Bolser said that when a notice of abatement is issued, property owners can appeal the costs and again have opportunities of extensions so long as progress towards compliance is being made.

Mr. Bolser stated that the City's goal is to achieve voluntary compliance rather than abating properties and collecting fines and fees.

Mr. Bolser shared the following statistics:

739 cases have been opened in 2017

Cases:

Weeds and junk 636

Violation notices 488 (66% of cases opened)

Default judgments 95 (19.5% of cases receiving a violation notice)

Abatements 39 (8% of cases receiving a violation notice)

Stipulations 19

This created:

\$26,600 worth of fines – have been stipulated down to \$6,000

Abatement costs: \$38,626

Costs of abating City-owned properties: \$50,802.50

Mr. Bolser explained that these fines are funding a portion of the program, but the City is not profiting from this program by any means.

Additionally, with this summer being the hottest on record and extremely dry after a very wet winter, a unique and dangerous situation presented itself and an Emergency Order, was implemented in July, as allowed by the City Code, for imminent fire danger. When there is an

area of five acres or larger, and there is an imminent fire danger, the City took steps to abate those properties outside of the standard code enforcement process.

Properties mitigated 42
Property owner abated 27 (62.8%)
City abated 16

Costs incurred \$33,505
Collected \$5,044.75

The Mayor stated that it was one thing to have an Ordinance that allowed the City to abate properties, but it was another thing to have the money to do the abatement. Some of the properties that pose imminent fire danger are significant in size. The cost can be significant. He said that it was something that really needed to be looked at in the budgeting process. He added that abatement was not there to make money, but at the same time, it costs the City money to abate.

Councilman Wardle asked about the process of placing a lien on property. Mr. Bolser stated that the lien is filed with the county. When property taxes are mailed out, there is a line on the tax bill showing the cost of the abatement. Mr. Baker added that it could take up to five years to collect that.

Councilman Wardle expressed appreciation to both the parks and community development departments for providing a look at the budget situation. He said he would like these types of discussions to be part of the budget process.

Mayor Dunlavy said that the reason these presentations were being brought before the Council now, is because the City is in transition. The reality is that the transition will be in a month or two, with a new Mayor. The Mayor said the he knew that the Council received calls regarding code enforcement. He reiterated that the City's intent was not to make money. The Mayor added that he had the pleasure of being the parks director for a while. He realized during that time that the needs for parks will never be met because there is not an unlimited source of revenue. There are lot of things being accomplished already, but there is a lot left to be done. He thanked Mr. Bolser and Mr. Roth for providing a tool for the future.

Mr. Bolser thanked the Mayor and Council for their support in code enforcement. He acknowledged Rachelle Custer for her work, explaining that she is code enforcement's direct supervisor. Chairwoman Winn said that when codes are enforced there are some happy customers - the neighbors next to the yards that have been cleaned up.

- Bernice Heritage Minor Subdivision – Final Plat Request
Presented by Jim Bolser

Mr. Bolser stated that this was a request for a one lot subdivision along the Main Street frontage at the Vorwaller Mobile Home Park. This subdivision will establish the front property for Vorwaller's own use. The City doesn't have the intended use of that property yet other than an

expressed desire of the property owner for a commercial use. Mr. Bolser went on to say that the Planning Commission recommended approval of the subdivision with two considerations in addition to those listed in the staff report: (1) that water rights be conveyed at the time of the use application for that property, and (2) the settlement agreement identified a specific number of units allowed. This subdivision for this project will incorporate some of the units that were included in the agreement. These lots do not get to be replaced elsewhere, thereby increasing the number of inherent density from what was agreed upon in the settlement agreement.

Councilman Wardle asked if they were currently in compliance with the settlement agreement. Mr. Bolser answered that they are not; for instance, the clubhouse hadn't been completed. Mr. Baker said that the building permit had been issued, and that it was under way.

Councilman Wardle said that he would like to see how they have and haven't complied with the settlement agreement.

Chairwoman Winn suggested this item be on the agenda for discussion for the October 4th work session, and for a vote in the business meeting. She asked Mr. Bolser to provide the requested information at the next meeting.

- Ordinance 2017-27 An Ordinance of Tooele City Enacting Street Improvement Standards for Certain In-fill Overlay District Streets
Presented by Jim Bolser

Mr. Bolser stated that this item had been discussed a couple of times during Council work sessions. Mr. Bolser explained that he tried to capture comments from those meetings in this proposed Ordinance. Mr. Bolser presented a draft proposal that redesignated three roads within the in-fill overlay districts. Mr. Bolser explained that the reason he proposed two separate designations was because Garden Street has a very different dynamic to it than 50 West and 150 West. Garden Street is 30 feet wide, has curb and gutter, and one side has a commercial feel to it through almost its entire length. He said that he created two different identities: the intermediate local class street (Garden Street), and the secondary local class street (50 West and 150 West). The proposal says that Garden Street must have 30 feet in width, and curb and gutter. The other two would require 26 feet of asphalt, which is the minimum width required to get a fire truck down it. The proposal states that a vertical construction of the road still has to comply with the local class street requirements, but the horizontal requirement only has to meet the width requirements outlined.

Chairwoman Winn asked about the section of the proposal describing the streets. Some of the secondary local class streets, areas of 50 West, 150 West, and Garden Street, south of 100 South, have some curb and gutter, but she wondered about farther north in the overlay district that go down to 600 North. Mr. Bolser answered that on 50 West, behind the police station, is a newer section of road that has some curb and gutter. Without chopping the streets up, block by block, the proposal establishes the corridor of those two, as one or the other. Regarding Garden Street, the section between Vine Street and 100 South, makes for a clean break between south of 100 and north of Vine Street, because no road exists there as the County office complex is located there. Thereby Garden Street north of Vine Street became its own district. There are sections,

particularly 50 West, that will exceed what this says. He went on to say that staff felt it was cleaner to establish those two corridors that would follow this criteria rather than break it up into sections possibly creating confusion. Chairwoman Winn said that the Council could go back and add areas that they felt fit the criteria.

Councilman Wardle asked if the City tried to improve these areas in the future, with the establishment of this Ordinance, if it would have to be done under a special improvement district. Mr. Bolser answered that that would probably be the most realistic way to accomplish improvements to the area. Councilman Wardle asked if it would have to be voted on by the property owners in that area. Again, Mr. Bolser answered yes.

Chairwoman Winn pointed out that Mr. Houghton was in attendance. He had sent the Council a letter regarding his property. Chairwoman Winn said that his property was outside the areas proposed, and didn't fit in the intermediate or secondary local class district. Mr. Bolser agreed that it didn't fit because it was outside of the infill overlay district. The infill overlay district is in an area that the City is strongly encouraging development. There are specific characteristics in the areas that have been identified in the proposed Ordinance that builds upon what is already in the City Code. Chairwoman Winn asked if the City and Council would have to address Mr. Houghton's issue with different legislation. Mr. Bolser said that the Council could, if they wanted.

- Green Bags Discussion

Chairwoman Winn thanked Mr. Baker for the interesting information about the green bags included in their packet. She indicated that out of all the comments about the green bags from residents that she received, only two were positive, the rest were negative. She asked if the Council could legislatively regulate them, or if it was considered freedom of speech. Mr. Baker felt that they might not be considered littering or freedom of speech, but rather a commercial activity. He said that it was speaking to publish, but not speaking to throw a bag on someone's driveway. He added that it didn't appear to be littering under state statute. The Council could regulate them as a commercial activity.

Councilman Pruden said that the throwers had terrible aim. The green bags usually ended up in the gutter instead of people's yards or on their porches. He has seen them on the sewer drain graders. He added that pretty soon snow plows would hit them, and they would end up in a pile in someone's yard. Councilman Pruden said that if this company, Media One, wanted to have a commercial enterprise in the City, they can't create a problem in the community. Chairwoman Winn said that she would like to regulate it, but asked if it could be done legally. She felt like it was littering even though it didn't fit the state code definition.

Councilman Pratt said that he noticed the bags tended to be thrown in certain zones in the City. He has seen 3-4 bags in one person's yard, yet he doesn't receive any in his neighborhood. He indicated that he would like to see it regulated. Councilman Wardle asked what the penalty would be, and how it would be regulated. Mr. Baker said that that was the trick. If it was made a crime, it would involve the police department and may take police away from more serious crimes. If it was made a civil issue, how does the City collect? Councilman Pruden said that

most of the people receiving the green bags didn't ask for them. He felt it was the same thing as someone dropping a bag of garbage on people's lawns. He asked if the City should go after the throwers or the company. Mr. Baker indicated that the City should probably go after the company that hired the throwers.

Chairwoman Winn indicated that she has opted out of receiving the green bags twice. They stopped for a while, but then they begin again. She said that there are a lot of older people in the community, and people with disabilities, that cannot pick the bags up and throw them away so they end up in the streets and in the gutters.

Councilman Wardle said he would like to try to enforce preventing the green bags, but wondered how they could. He wondered if a property owner would need to opt out, then if the green bag was delivered after opting out, then report it. Councilman Pruden asked why the company couldn't just go through the mail like other ads did. This would stop bags from being thrown in people's yards.

Councilman Wardle asked how other cities regulated it. Mr. Baker said that the law enables municipalities to regulate this type of activity. The City would decide who gets penalized and how.

Councilman Pruden asked if phone books were considered the same as the green bag ads. Mr. Baker felt they were different because phone books weren't considered a handbill. It's a different type of product. Councilman Wardle said that the Provo definition of a commercial handbill didn't cover phone books. He indicated he liked Provo's concept of how they handled this type of green bag activity. Councilman McCall asked if Mr. Baker could contact Provo City's attorney to find out what transpired there. He wondered about being sued and what the outcome would be. He asked if a letter could be sent to the owner of Media One asking them to either quit throwing the bags, or to make sure they get them on people's porches. He went on to say that it would cost the City a lot of money to go to court. He didn't like the idea of going after the guy throwing the bags, because it would take him out of a job.

Mr. Bolser said that his department receives the same complaints every time – that people didn't ask for the ads in the green bags, they have tried to opt out, but it doesn't stop. Councilman McCall asked if there were other cities that had ordinances addressing this issue. Mr. Baker indicated he reached out to all the attorneys in the state, but only a few responded. Chairwoman Winn asked Mr. Baker to do more investigation so that the Council could discuss the matter again at the next meeting.

4. Council Reports

Councilman Pratt stated that the Council of Governments meeting was cancelled. He said that he attended the Wasatch Front Regional Council meeting. They had a very informational projection of growth presentation for Utah, including Tooele County. Councilman Pratt indicated he would get a copy of the presentation for the Council, the Mayor, and Mr. Bolser.

Due to the lack of time, and the items that needed to be discussed during the closed session, Chairwoman Winn tabled the remainder of this item.

5. Close Meeting to Discuss Litigation and Property Acquisition

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

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

The meeting closed at 5:47 p.m.

Randy Sant joined the meeting at 6:29 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 Wardle “Aye,” Councilman Pratt “Aye,” Councilman Pruden “Aye,” Councilman McCall “Aye,” and Chairwoman Winn “Aye.”

The meeting adjourned at 6:57 p.m.

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

Approved this 4th day of October, 2017

Debra E. Winn, Tooele City Council Chair

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

Date: Wednesday, September 20th, 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
Roger Baker, City Attorney
Jim Bolser, Community Development and Public Works Director
Chief Ron Kirby, Police Department
Michelle Pitt, City Recorder
Paul Hansen, City Engineer

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 Chairwoman Winn

2. **Roll Call**

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

3. **Library Teen Advisory Council Introduction**

Presented by Bethany Cruz, Emily Spilker, and the Library Board

Emily Spilker is a program specialist and teen advisory council advisor at the Tooele City Library. The teen advisory council is called TAC for short. The TAC helps the library know what is popular amongst teens and helps plan weekly teen activities. They also spend several hours/month volunteering in and outside of the library. The individuals on the 2017-2018 library TAC board are: Amelia Allen, President of TAC, Maddex Thompson, Olivia Cruz, August Delph, Christian Pingrey, Colleen Turner, Kirra Johnson, and Braeden Morison.

Amelia Allen, the TAC President, gave some remarks. She remarked that she really likes that the library gives them an opportunity to serve the community. One common reason the youth join TAC is that they all have a desire to learn from other teenagers like themselves as well as gain a more diverse understanding of the world around them. The goals of TAC this year are: draw more teens into the library, encourage participation in the community, perform volunteering and service, and create more awareness of the needs of the community. They hope to achieve these goals by: providing a safe place for teens to have fun and be themselves, actively search the community for service opportunities, and networking with other organizations to promote awareness. As president of TAC she hopes to be able to lead the group to achieve their goals and be the best that it can be.

Chairwoman Winn thanked them for their willingness to serve the community.

4. Public Comment Period

Chairwoman Winn welcomed BSA Troops 3101, 867, and 1354 to the meeting.

Chairwoman Winn invited comments from the audience; there were not any. Chairwoman Winn closed the public comment period.

5. Resolution 2017-36 A Resolution of the Tooele City Council Consenting to the Appointment of Amanda Plazier and Donilyn Leary and the Reappointment of Julie Thomas to the Library Board of Directors

Presented by Jami Carter

The Library Board proposed the reappointment of Julie Thomas to the Board for a second three-year term. During her term she has served as the board secretary. She has also assisted with larger events. The Board is recommending her for a second three-year term.

Donilyn Leary is an elementary teacher in the Granite School District. She has her master's degree in education and school leadership. She is passionate about children's literature. She has a unique vantage point to share with the Board with her experience as a commuter.

Amanda Plazier works for Tooele County School district in concurrent enrollment. She has also worked for the USU extension in Tooele as an English adjunct professor. She just began working on her PhD program with an emphasis in literacy and secondary education systems. She is able to represent the

Tooele community as a post-graduate student. The education corridor is something the library needs to take note of and find out how they can serve the community not only as a public library but also in the potential capacity as an academic library.

Ms. Carter feels very confident in the abilities of these individuals to be on the board.

Chairwoman Winn asked the Council if they had any comments or questions. Councilman Wardle mentioned that they are extremely well-qualified individuals that will be on the board.

Councilman Pruden moved to adopt Resolution 2017-36. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

6. Minutes

Councilman Wardle moved to approve the minutes from the City Council Meeting dated September 6, 2017. Councilman Pratt seconded the motion. The vote was as follows: Councilman Wardle, "Aye," Councilman Pratt, "Aye," Councilman Pruden, "Aye," Councilman McCall, "Aye," Chairwoman Winn voted "Aye." The motion passed.

7. Invoices

Presented by Michelle Pitt

There were no invoices to be presented

8. Adjourn

Councilman Pruden moved to adjourn to the meeting. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed. The meeting adjourned at 7:25 p.m.

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

Approved this 4th day of October, 2017.

Debra E. Winn, Tooele City Council Chair

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2017-07

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (“RDA”) APPROVING A REAL ESTATE CONTRACT OF PURCHASE AND SALE WITH THE STATE OF UTAH FOR A BUSINESS RESOURCE CENTER.

WHEREAS, the State of Utah, as part of its technical college program, in association with the Tooele Technical College (formerly the Tooele Applied Technology College), desires to purchase 5.0 acres from the RDA for the construction of a Business Resource Center in the Education Center at the Tooele City Commercial Park; and,

WHEREAS, Tooele City desires that the property be sold by the RDA to the State of Utah to further the City’s and the State’s education and economic development objectives; and,

WHEREAS, the agreed-to purchase price for the 5-acre parcel is \$360,000, which is consistent with a recent appraisal of the Commercial Park property; and,

WHEREAS, the Real Estate Contract of Purchase and Sale under which the sale will take place is attached hereto as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the Real Estate Contract of Purchase and Sale, attached as Exhibit A, is hereby approved, and the RDA Chairman is hereby authorized to execute the same.

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

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

TOOELE CITY RDA

(For)

(Against)

ABSTAINING: _____

ATTEST:

Michelle Pitt, RDA Secretary

S E A L

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

EXHIBIT A

Real Estate Contract of Purchase and Sale

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

REAL ESTATE CONTRACT OF PURCHASE AND SALE

SELLER:

TOOELE CITY REDEVELOPMENT AGENCY
90 North Main Street
Tooele, Utah 84074

and

BUYER:

TOOELE TECHNICAL COLLEGE
88 South Tooele Blvd
Tooele, Utah 84074

STATE OF UTAH
DIVISION OF FACILITIES
CONSTRUCTION AND MANAGEMENT
450 N. State Street, Suite 4110
Salt Lake City, Utah 84114

PROPERTY LOCATED AT:

Approximately 250 South Tooele Blvd., Tooele, Utah 84074
APN: 02-009-0-0093

PURCHASE PRICE: \$360,000.00*
(*subject to adjustment based on final ALTA surveyed acreage)

Total Acres: 5.0 acres

REAL ESTATE CONTRACT OF PURCHASE AND SALE

CONTRACT NO. _____

THIS CONTRACT, made this ____ day of _____, 2017 (hereinafter referred to as the "Effective Date"), by and between Tooele City Redevelopment Agency whose address is 90 North Main Street, Tooele, Utah, hereinafter described as the SELLER and the Tooele Technical College whose address is 88 South Tooele Blvd., Tooele, Utah, hereinafter described as the BUYER.

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. PROPERTY:

1.1 For good and valuable consideration acknowledged by the parties, SELLER agrees to sell and convey, by special warranty deed in fee simple with the improvements thereon, both Real Property and Personal Property, and the BUYER agrees to purchase, with the improvements thereon, both Real Property and Personal Property, located at _____ County of Tooele, State of Utah, and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein along with the property interest and rights described in Subsection 1.2 below.

The Property contains APPROXIMATELY 5.0 ACRES.

1.2 This sale includes all right, title, and interest, if any, of the SELLER in and to the Property described in Subsection 1.1 above, including any easements or encumbrances existing thereon. SELLER will execute and deliver to BUYER, on closing of title, all proper instruments for conveyance of such fee title by Special Warranty Deed. For purposes of this Contract, the property, interests and rights described in Subsection 1.1 above and the property, interest and rights described in this Subsection 1.2 shall be referred to in this Contract as the "Property."

SECTION 2. PRICE AND PAYMENT:

2.1 The BUYER covenants, promises and agrees to pay and satisfy to SELLER, as for the purchase price of the Property, the sum of Three Hundred Sixty Thousand Dollars (\$360,000.00), subject to potential adjustment as follows: The exact amount of the Property being conveyed shall be determined by an ALTA/ACSM survey which shall be made by a registered engineer

determining the exact area being sold. In the event it is determined that the exact amount of acreage being conveyed shall be adjusted from the 5.0 acres specified in Section 1 of this Contract and the total purchase price shall be adjusted accordingly. The exact sales price, amount of cash due at the date of closing, shall be based upon the agreed price of \$72,000.00 per each acre of land based on the ALTA/ACSM survey.

SECTION 3. EXPENSES:

- 3.1 Closing expenses shall be paid by the parties indicated below:
- | | |
|------------------------------------|--------|
| a. Closing cost: | 50/50 |
| b. Basic Title policy: | SELLER |
| c. Extended Coverage/Endorsements: | BUYER |
| d. Recording fees: | BUYER |
| e. Survey: | BUYER |

SECTION 4. CLOSING OF TITLE:

4.1 It is understood and agreed that the closing of this transaction is subject to the due diligence provisions of Section 24.

4.2 First American Title Company will serve as “Escrow Agent” for this transaction. The Escrow Agent shall conduct the consummation of the purchase and sale transaction contemplated under this Contract (the “Closing”) on, or if mutually agreeable to Buyer and Seller, before, the Closing Deadline. Buyer shall be entitled to possession of the Property immediately following Closing. Escrow Agent will oversee and conduct the Closing and, after receipt of all required documents and funds from Buyer and Seller, will then: (i) record the Deed, (ii) disburse to Seller funds according to the settlement statement, (iii) deliver to Seller all documents to which Seller is entitled, and (iv) deliver to Buyer the original Title Policy and Deed, and all other documents to which Buyer is entitled. The closing of title shall be on or about November 17th, 2017, the “Closing Deadline”.

4.3 At the Closing, the SELLER shall deliver to the BUYER, in escrow via the Escrow Agent, a Special Warranty Deed conveying to the BUYER title in fee simple to the Property free and clear of all liens and encumbrances. SELLER shall, at SELLER'S cost and expense, furnish BUYER with a 2006 ALTA Owner's Policy of Title Insurance.

4.4 BUYER agrees to accept title to the Property subject to the title insurance requirements of Section 5 of this Contract. BUYER agrees to be responsible for taxes, assessments, association fees and dues, utilities, and other services to the extent it accrues to the Property after Closing and not assessed or attributable to the Property in any manner prior to Closing. SELLER will cause to be paid off by Closing all of the following that in any manner are related to the Property, which are hereinafter collectively and individually referred to as “Encumbrances or Restrictions:”

- a. assessments;

- b. mortgages;
- c. trust deeds;
- d. judgments;
- e; mechanic's liens;
- f; tax liens;
- g; all other liens;
- h. attachments;
- i. agreement, contracts or leases, any of which at any tier;
- j. warrants; and
- k. other encumbrances or restrictions monetary in nature.

4.5 No Encumbrances or Restrictions shall be allowed against the Property unless specifically approved in writing by BUYER prior to Closing.

SECTION 5. TITLE APPROVAL:

5.1 SELLER represents that SELLER has fee simple title to the Property and will convey good and marketable title to BUYER at closing by SPECIAL WARRANTY DEED, free of Encumbrances and Restrictions.

5.2 SELLER has no documents to disclose to BUYER other than the documents that SELLER has already provided to BUYER (Phase 1 ESA, title commitment, and appraisal).

5.3 SELLER agrees to furnish good and marketable title and to provide a title insurance policy in the name of BUYER for the amount of the Purchase Price. At least 60 (sixty) calendar days before the Closing, SELLER shall, at SELLER'S cost and expense, cause to be furnished to BUYER a commitment issued by Escrow Agent for a standard coverage Owner's Policy of Title Insurance (2006 ALTA Owner's Policy), insuring good and marketable title to the Property in BUYER in an amount equal to the Purchase Price (the "Title Commitment") free from all Encumbrances and Restrictions. The Title Commitment shall include legible copies of instruments creating exceptions to the Title Commitment. SELLER covenants that there are no Encumbrances or Restrictions against or related to the Property not specifically stated in in the Title Commitment that has not been specifically accepted by BUYER in writing. BUYER cannot assume, as a matter of public policy, and will not assume any liability for any Encumbrances or Restrictions regarding the Property that BUYER has not specifically agreed to accept in writing prior to Closing. Should the Title Commitment disclose an exception, easement, restriction, encumbrance, lien or other matter of record which would render the Property unsuitable for BUYER'S purposes or is otherwise unacceptable to BUYER as determined in BUYER'S sole reasonable discretion, SELLER shall have thirty (30) days after receipt of notice from BUYER to remove such objectionable matter ("Title Objection") from the Title Commitment. If SELLER is unable to remove or resolve the Title Objection, BUYER in its discretion, may terminate this Contract with

no damages whatsoever owed to SELLER. If BUYER waives such Title Objection in writing and proceeds to Closing, the Title Objection shall be deemed to be a permitted exception to SELLER'S title to the Property ("Permitted Exceptions").

SECTION 6. REPRESENTATIONS:

SELLER represents the following with BUYER and BUYER is entitled to rely upon all of the following representations:

6.1 SELLER has the full right, power and authority to enter into this Contract and to cause the same to create a legal and binding obligation of SELLER in accordance with the terms of the Contract and to convey fee simple title to the Property to BUYER.

6.2 There is not now, nor will there be at Closing, any pending claim, litigation, administrative or environmental action or other legal or regulatory proceeding, nor is SELLER aware of any such claim, litigation, or proceeding involving or affecting any portion of the Property, whether pending before Closing or which may be occur after Closing. The Property, including any portion or interest of the Property, is not subject to any claim of adverse possession, or prescriptive easement.

6.3 Upon Closing, there will be no oral or written lease, agreement or contract, any of which at any tier, in any way affecting or related to the Property.

6.4 At Closing, no material default shall exist under any agreement which in any way affects the Property.

6.5 SELLER represents and warrants to BUYER that SELLER has not made and will not make any commitments or representations to any governmental authority, third person or entity, or any other property owners or future BUYERs of SELLER'S property which would in any manner be binding on BUYER or interfere with BUYER'S ability to use the Property as contemplated by BUYER, without first obtaining BUYER'S written consent.

6.6 Condition of Title. BUYER agrees to accept title to the Property subject to the contents of the Title Insurance required by Section 5 of this Contract. BUYER agrees to be responsible for taxes, assessments, association fees and dues, utilities, and other services provided to the Property that has accrued after Closing. SELLER shall cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. SELLER will cause all assessments to be paid current by Closing.

6.7 Condition of Property. SELLER warrants that ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER, the Property will be free of debris (other than natural

conditions, vegetation and dust) and personal belongings, and in the same general condition as they were on the date of Closing.

6.8 Other SELLER Warranties. SELLER further represents and warrants that, to the best of SELLER's knowledge, including what SELLER should reasonably know and what SELLER should know after SELLER has performed its required due diligence and research on each issue stated in this paragraph, each of the following statements is true and may be relied upon by BUYER:

(a) the consummation of the transactions contemplated by this Contract will not constitute a default or result in the breach of any term or provision of any contract or agreement to which SELLER is a party, aware of, or should have been aware of, so as to adversely affect the consummation of such transactions;

(b) there is no action, suit, legal proceeding or other proceeding pending or threatened against SELLER and/or the Property which may adversely affect the transactions contemplated by this Contract, in any court or before any arbitrator of any kind or before or by any governmental body which may adversely affect the transactions contemplated by this Contract or affect the use of BUYER of any portion or interest in the Property;

(c) all work which will be performed in, on or about the Property or materials furnished thereto which might in any circumstances give rise to a mechanic's lien or materialman's lien, will be paid by SELLER prior to Closing and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained by SELLER prior to Closing;

(d) SELLER has not received any written notice indicating that the Property is in violation of any Federal, State or local Environmental Law, as well as any other Federal, State or local law, rule, regulation or ordinance;

(e) there are no Hazardous Substances on, under, or about the Property, nor has SELLER undertaken, permitted, authorized or suffered, and will not undertake, permit, authorize or suffer the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the Property, of any Hazardous Substances, or the transportation to or from the Property, of any Hazardous Substances. As used in this Contract, "Hazardous Substance" shall mean any substance, toxic, hazardous wastes, material or matter that may give rise to violation or liability under any Federal, State, or local Environmental Laws as well as any right of legal action or suit by any person;

(f) The Property has never been, and is not currently, a site for the generation, storage, or disposal of Hazardous Substance; it has never been, and is not currently, a disposal site of any

kind. Underground storage tanks have never been, and are not currently, present on the Property;

(g) SELLER and the Property are in full compliance with all laws, regulations, rules, and legal requirements of the federal, state, and local municipalities and with all permits or licenses issued by such entities;

(h) No event has occurred that may constitute noncompliance with any environmental law, regulation, rule, or requirement;

(i) No federal, state or local entity has issued any agreements, decrees, consent orders, judgments, licenses, permits, conditions, or other directives that require any present or future change in the condition or use of the Property or that may relate in any way to its use in the present or future that would interfere or affect the use of the Property by BUYER;

(j) No action, suits, claims, or other proceedings have commenced, or are anticipated to commence, either regarding the disposal, discharge, or release of Hazardous Substance at or from the Property, or alleging a violation or noncompliance with any environmental law.

(k) SELLER's insurance coverage has not been denied or canceled on account of Hazardous Substance on the Property; nor has SELLER's insurance carrier or mortgagee notified SELLER relative to hazardous material on the Property nor given SELLER any recommendation, advice, or directives as to such Hazardous Substance; and

6.9 SELLER has provided BUYER with a Phase 1 environmental assessment survey of the subject Property. Should BUYER determine that the environmental assessment survey disclose that the Property is not in full compliance with all laws, regulations, rules, and legal requirements of the federal, state, and local entities regarding environmental protection and does not warrant, in the sole reasonable discretion of BUYER, the purchase or development of the subject property, then the BUYER shall have the right, as its sole and exclusive remedy in that instance, to terminate this Contract by written notice to SELLER, and to forthwith receive a refund of any monies paid; and in such event, all parties shall be relieved of further liability or obligation hereunder. To be clear, BUYER will have no right to require SELLER to comply with such laws regulations, rules, and legal requirements of the federal, state, and local entities prior to Closing; Seller retains discretion as to whether to expend SELLER's funds to clean up the Property or not. No such examination, assessment or testing shall be deemed to constitute a waiver or relinquishment on the part of BUYER of its rights to rely on the covenants, representations, warranties, or agreements made by SELLER.

SECTION 7. CONDITIONS PRECEDENT TO CLOSING:

7.1 BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE: BUYER's obligation to purchase under this Contract is conditional on each of the following:

- a. BUYER's approval of the content of all the SELLER Disclosures referenced in Section 5.2 of this Contract prior to the end of the Inspection Period described in Section 24 of this Contract; and
- b. BUYER's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the Property which approval must occur prior to the end of the Inspection Period described in Section 24 of this Contract;
- c. approval by BUYER of any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the Property which approval, if it is to occur, must occur prior to the end of the Inspection Period described in Section 24 of this Contract; and
- d. all other conditions of Section 24 of this Contract having been met in the reasonable discretion of BUYER.

Upon written notice from the BUYER to the SELLER on or prior to the expiration of the Inspection Period set forth in Section 24 of this Contract that the BUYER elects to cancel this Contract in accordance with this Section 7, the SELLER, and anyone attributable to SELLER, shall not be entitled to any damages from BUYER whatsoever.

SECTION 8. PRORATIONS, ENCUMBRANCES, LIENS AND ASSESSMENTS:

8.1 Current taxes and assessments shall be prorated as of the date of Closing based upon the applicable occupancy as it relates to the taxes and assessments. Proration shall be based on the latest information available. All other charges to the Property of any nature shall be paid by SELLER at or before Closing. If Closing occurs before the tax rate is fixed, apportionment shall be upon the basis of the rate for the prior year. Unpaid taxes due to the closing occurring before the tax rate is fixed, which SELLER is obligated to pay, may, at the option of SELLER, be allowed to BUYER as a credit.

8.2 If there are Encumbrances or Restrictions which SELLER is obligated to pay, SELLER shall make arrangements with Escrow Agent, in advance of closing, so that it will issue title insurance to BUYER free of any such Encumbrances or Restrictions.

SECTION 9. SELLER'S DUTY TO NOTIFY: SELLER shall promptly notify and inform BUYER upon learning of a change in any law, regulation, restriction, or administrative ruling applicable to the contemplated transaction which might conflict with BUYER'S intended use of

the Property or materially affect the value thereof.

SECTION 10. NO IMPEDIMENTS TO ISSUANCE OF BUILDING PERMITS:

10.1 SELLER has no knowledge of any fact, condition, or impediment that would prevent BUYER from obtaining any permits from the appropriate governmental authority for the construction of roads, utilities, bicycle path or pedestrian way and any of its customary accessory uses, upon or related to the Property. BUYER acknowledges SELLER has not reviewed BUYER'S site plan, development plans, etc., and therefore SELLER makes no representations, warranties, or guaranties of any kind with respect to any specific intended use of the Property.

SECTION 11. UTILITIES:

11.1 The Property is vacant and unimproved; accordingly, there are no utilities on or currently serving the Property.

SECTION 12. BUYER'S ACCESS TO THE PROPERTY AND INSPECTION:

12.1 BUYER and its agents shall have complete access to the Property to inspect it and to ascertain site conditions upon execution of this Contract by Seller. BUYER and its agents shall also have the right to enter onto the Property for the purpose of performing boring tests, engineering or topographic tests, an environmental assessment and/or other studies upon or of the Property. SELLER does hereby grant, upon execution of this Contract by Seller, to BUYER a license to enter upon the Property for inspection and all other purposes associated with such testing and assessment, including invasive testing. BUYER shall take reasonable steps to minimize any damage which may be caused by such inspections. In the event said tests or studies do not warrant, in the sole discretion of BUYER, the development of the property, then the BUYER shall have the right to terminate this Contract by written notice to SELLER, and to forthwith receive a refund of any monies paid; and in such event, all parties shall be relieved of any further liability or obligation hereunder. Notwithstanding anything to the contrary above, Buyer's access to the Property shall be subject to the following additional limitations and conditions:

- (a) BUYER must, at its own expense, promptly repair any damage caused by its investigation of the Property.
- (b) BUYER shall keep the Property free and clear of any mechanics' liens or materialmen's liens related to BUYER'S right of inspection and the activities contemplated by this section of this Contract. BUYER must indemnify, defend hold the Property, SELLER and SELLER's officers, directors, shareholders, participants, affiliates, employees, representatives, invitees, tenants, agents and contractors (the "**Indemnified Parties**") harmless from and against any and all claims,

damages, liens, liabilities, losses, costs and expenses, resulting from arising out of or related to BUYER'S inspection and testing of the Property, or other work done on the Property. BUYER'S obligations in this subsection (d) shall survive the Closing, shall not be merged with the Deed, and shall survive any termination of this Contract.

- (c) If BUYER discovers any Hazardous Substance or other environmental condition subject to legal requirements for corrective action or affecting the Property, BUYER shall immediately notify SELLER.

SECTION 13. SURVEY REQUIREMENTS: BUYER may obtain, at BUYER's sole cost, a certified ALTA/ACSM Land Title survey, legal description and corner staking prior to Closing. SELLER shall cooperate with BUYER in this endeavor.

SECTION 14. CONDITION OF PROPERTY/RISK OF LOSS:

14.1 Prior to Closing, SELLER shall take such steps as necessary to maintain the Property in substantially the same state and condition as upon the execution of this Contract by SELLER. In addition to any other provision of this Contract which authorizes BUYER to terminate this transaction, any material decline or alteration of the Property resulting from an Act of God or otherwise during the pendency of this Contract shall entitle BUYER to terminate this Contract in its sole discretion without any damages owed to SELLER or anyone associated with SELLER, whatsoever.

14.2 All risk of loss and destruction of the property and improvements, and all expenses and insurance, shall be borne by the SELLER until the date of Closing, at which time all said such risk shall pass to BUYER to the extent such risk is not due to the act or negligence of SELLER or anyone for whom SELLER is liable.

SECTION 15. DEFAULT:

15.1 Upon the failure of SELLER or BUYER (hereinafter either is referred to as Party or Parties collectively or individually), either Party to perform its obligations hereunder, such Party shall be in default only after having been given thirty (30) days written notice of such failure, and having failed to perform such obligations within said thirty (30) day period. Upon the expiration of the said thirty (30) day curative period:

- a. If the BUYER is the defaulting Party, this Contract shall be null and void; and SELLER shall only be entitled to \$7,000.00 as liquidated damages. The Parties have discussed and negotiated in good faith regarding the damages to be suffered by SELLER in the event BUYER breaches this Contract, and the Parties hereby agree that liquidated damages in the amount of \$7,000.00 are and will be reasonable and is not a penalty.
- b. If SELLER is the defaulting Party, BUYER, at its option may:

- i. Seek specific performance of this Contract. The Parties declare it to be their intent that this Contract be specifically enforced;
- ii. Pursue all other remedies available at law or in equity, including but not limited to eminent domain, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the BUYER.

SECTION 16. ASSIGNMENT. Seller may not assign its rights hereunder or delegate the performance of its duties, obligations and undertakings hereunder without the express advance written consent of the Buyer in Buyer's sole discretion.

SECTION 17. GOVERNANCE: This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah.

SECTION 18. ATTORNEY'S FEES: In the event of any action, proceeding or litigation in a Court of competent jurisdiction, each party shall be responsible for its own costs and attorney's fees.

SECTION 19. MANNER OF GIVING NOTICE: Any notice to be given by either party to the other pursuant to the provisions of this Contract or of any law, present or future, shall be in writing and delivered personally to the Party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the Party for whom it is intended at the address stated below or such other address as it may have designated in writing. Such notices shall be given to the SELLER and BUYER, respectively, at the following addresses:

SELLER:

Tooele City Redevelopment Agency
90 North Main Street
Tooele, Utah 84074

BUYER:

Tooele Technical College
88 South Tooele Blvd
Tooele, Utah 84074

With a copy to:

State of Utah – DFCM

Attn: Real Estate Manger
450 North State Office Bldg #4110
Salt Lake City, UT 84114

SECTION 20. BROKERAGE--SALES COMMISSION:

20.1 SELLER shall be solely responsible for the payment of any real estate commission or finder's fee, if any, associated with the purchase and sale of the Property. SELLER shall indemnify and hold BUYER harmless for any brokerage, finder's fee, or sales commission required to be paid as a result of SELLER'S actions relative to this transaction.

20.2 BUYER has no broker for the sale. BUYER shall indemnify and hold SELLER harmless for any brokerage, finder's fee, or sales commission required to be paid as a result of BUYER'S actions relative to this transaction.

SECTION 21. BINDING EFFECT: The principals to this Contract mutually agree that it shall be binding upon them, their heirs, legal representatives, successors and assigns.

SECTION 22. SURVIVAL OF TERMS: Delivery of the deed pursuant to this Contract and/or any termination or expiration of this Contract shall not extinguish or prejudice the BUYER'S right to enforce any provision of this Contract that expressly survives the Closing and recording of the deed.

SECTION 23. SEVERABILITY: The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect, except that if said invalidity or unenforceability of any provision, term or condition of this Contract interferes with the practical ability of the BUYER to design, construct and operate a Business Resource Center including customary accessory uses, then such invalidity or unenforceability shall allow BUYER to terminate this Contract, in BUYER's sole discretion, with BUYER not owing any damages to SELLER whatsoever.

SECTION 24. INSPECTION (DUE DILIGENCE) PERIOD: Subject to and upon the terms and conditions of this Contract, BUYER shall buy the Property from SELLER, and SELLER shall sell the Property to BUYER. The obligations of BUYER under this Contract are hereby made subject to the condition precedent (which may be waived by BUYER by giving notice in writing of such waiver to SELLER) that BUYER shall be satisfied that the Property is acceptable and satisfactory in all respects for BUYER's intended use and development, including but not limited to after the completion and results of inspection described in Section 12. In the event BUYER concludes that the Property is not acceptable to BUYER for any reason, then BUYER may elect

to Terminate this Contract by written notice from BUYER to SELLER no later than 5:00 p.m. on October 31st, 2017 (such period leading up to that date being referred to as the "Inspection Period") which Inspection Period BUYER may extend for up to another ninety (90) days at BUYER's sole discretion by written notice to SELLER. Failure of BUYER to Terminate prior to the end of the Inspection Period shall be deemed to mean that the condition precedent established by this Paragraph 24 has been satisfied. "Termination" or "Terminate" shall refer to the termination of this Contract by BUYER pursuant to a right to do so provided herein, effected by notice from the BUYER to the SELLER, whereupon this Contract shall terminate, be null and void and of no further force or effect.

SECTION 25. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

SECTION 26. MARGINAL CAPTIONS: The various headings and numbers herein and the grouping of the provisions of this Contract into separate sections and paragraphs are for the purpose of convenience only and shall not be considered a part hereof. Section captions shall not in any way limit, modify, or alter the provisions in the section.

SECTION 27. EFFECTIVE DATE OF THIS CONTRACT

This contract shall not in any manner be effective or enforceable upon the execution of all signatories below.

SECTION 28. TIME

Time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

SECTION 29. AS-IS PURCHASE.

No representation, warranty, agreement, statement, guarantee or promise, if any made by any person acting on behalf of Seller or Buyer which is not specifically contained in this Contract will be valid or binding on Seller or Buyer, as applicable. Except as may be expressly provided elsewhere in this Contract, Buyer acknowledges that Seller makes no representations or warranties of any kind, that Buyer is purchasing the Property based on Buyer's inspection and review of the Property, and that Buyer is purchasing the Property on an "as is" basis, with all faults

IN WITNESS WHEREOF, BUYER and SELLER have duly executed this Contract on the date first above written.

BUYER
Tooele Technical College

Scott Snelson Date
President

State of Utah, Division of Facilities
Management and Construction

Lee Fairbourn Date
Real Estate Manager

Processed by Date
Division of Finance

SELLER
Tooele City Redevelopment Agency

Executive Director

Attest:

Secretary

STATE OF UTAH)

:§

COUNTY OF TOOELE)

On this ___ day of _____, 2017, before me, _____ a notary public, personally appeared _____ who, being duly sworn, did say that he/she is the _____ of the Tooele Technical College, State of Utah, and that the foregoing instrument was signed on behalf of said agency by statutory authority, and that the aforesaid agency executed the same.

Witness my hand and official seal.

NOTARY PUBLIC

_____ Residing at:

STATE OF UTAH)

:§

COUNTY OF TOOELE)

On this _____ day of _____, 2017, personally appeared before me _____ who, being by me duly sworn, did say that he/she is the Executive Director of the Tooele City Redevelopment Agency, and that the foregoing instrument was signed on behalf of said Tooele City Redevelopment Agency by proper authority, and said _____ acknowledged to me that the Tooele City Redevelopment Agency executed the same.

Witness my hand and official seal.

NOTARY PUBLIC

_____ Residing at:

Exhibit "A"

Parcel 1

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LYING NORTHWESTERLY OF TOOEELE BOULEVARD AND WESTERLY OF TOOEELE CITY COMMERCIAL PARK PHASE 6 AND SOUTHWESTERLY OF TOOEELE CITY COMMERCIAL PARK PHASE I AND SOUTHEASTERLY OF TOOEELE CITY COMMERCIAL PARK PHASE III.

LESS AND EXCEPTING THEREFROM THAT PARCEL CONVEYED TO THE REDEVELOPMENT AGENCY OF TOOEELE CITY BY THAT CERTAIN QUITCLAIM DEED RECORDED APRIL 28, 1998 AS ENTRY NO. 110686 IN BOOK 503 AT PAGE 462 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7 OF THE TOOEELE CITY COMMERCIAL PARK PHASE 1 AND RUNNING THENCE NORTH $53^{\circ}10'42''$ EAST ALONG THE NORTH LINE OF SAID LOT 7, 329.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 7 AND AT A POINT ON A CURVE TO THE LEFT THE RADIUS POINT OF WHICH IS NORTH $61^{\circ}00'11''$ EAST 530.00 FEET AND SAID POINT ALSO BEING ON THE WEST LINE OF MILLBURN DRIVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND WEST LINE AND THROUGH A DELTA ANGLE OF $7^{\circ}49'29''$, 72.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH $36^{\circ}49'18''$ EAST ALONG SAID WEST LINE AND THE WEST LINE OF A PROPOSED EXTENSION OF MILLBURN DRIVE 537.08 FEET TO A POINT OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND THROUGH A DELTA ANGLE OF $91^{\circ}33'52''$, 63.92 FEET TO A POINT OF A REVERSE CURVE TO THE LEFT AND ON THE NORTH LINE OF A PROPOSED STREET, THE RADIUS POINT OF SAID CURVE BEING SOUTH $35^{\circ}15'26''$ EAST 1084.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND PROPOSED NORTH No. NCS-861593-SLC1 Page 3 LINE AND THROUGH A DELTA ANGLE OF $15^{\circ}07'58''$, 286.30 FEET; THENCE NORTH $36^{\circ}49'18''$ WEST AND ALONG THE WEST LINE OF SAID LOT 7, 679.15 FEET TO THE POINT OF BEGINNING.