

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Work Session, on Wednesday, July 18, 2018 at the hour of 5:00 p.m. The Meeting will be Held in 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:

- **Fire Pit Discussion**
- **Bulky Waste Ordinance**
- **Electronic Signs**
- **Resolution 2018-46 A Resolution of the Tooele City Council Approving Insurance Coverage for Fiscal Year 2018-2019
Presented by Michelle Pitt**
- **Resolution 2018-44 A Resolution of the Tooele City Council Approving a Contract with TecServ, Inc. for Computer Network Maintenance Services
Presented by Michelle Pitt**
- **Ordinance 2018-8 An Ordinance of Tooele City Amending the Definition of Tobacco Specialty Store in Tooele City Code Section 7-1-5
Presented by Roger Baker**
- **Ordinance 2018-10 An Ordinance of Tooele City Enacting Tooele City Code Section 1-4-7 Regarding Indigent Defense for City Code Violations
Presented by Roger Baker**
- **Ordinance 2018-9 An Ordinance of the Tooele City Council Amending Tooele City Code Sections 3-4-5 and 3-4-6 Regarding Permissible Dates for the Sale and Display of Fireworks
Presented by Roger Baker**
- **Resolution 2018-43 A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Porter's Place Subdivision
Presented by Paul Hansen**
- **Simmons Proposal for Artwork & Storm Drains
Presented by Paul Hansen**
- **City Code Amendment Proposal for the Broadway Heritage Project
Presented by Jim Bolser**
- **Ordinance 2018-07 An Ordinance of the Tooele City Council Creating a Planned Unit Development Zoning Overlay on Property Zoned R1-7 Located at the Corner of Vine Street and Droubay Road
Presented by Jim Bolser**
- **Preliminary Subdivision Plan for the Copper Canyon PUD Subdivision, Phase 6, a 33-lot Residential Subdivision on 8.78 Acres Located at Approximately 500 West Tooele Boulevard
Presented by Jim Bolser**

- **Final Subdivision Plat for the Castagno Place Subdivision, a 23-lot Residential Subdivision on 7.54 Acres Located at Approximately 1150 North 640 East Presented by Jim Bolser**
- **Final Subdivision Plat for the Vowles Estates Minor Subdivision, a 7-lot Residential Subdivision on 7.69 Acres Located at Approximately 850 West 200 South Presented by Jim Bolser**

4. Close Meeting

- **Litigation & Property Acquisition**

5. Adjourn

Michelle Y. Pitt
Tooele City Recorder

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

and record the same in a book kept for that purpose in the office of the Department and shall report the same to the Public Safety Director at such times as he may direct. (Ord. 67-3, 08-14-67)

3-1-19. Repealed.

(Ord. 87-22, 01-02-88)

3-1-20. Repealed.

(Ord. 87-22, 01-02-88)

3-1-21. Repealed.

(Ord. 87-22, 01-02-88)

3-1-22. Repealed.

(Ord. 87-22, 01-02-88)

3-1-23. Repealed.

(Ord. 87-22, 01-02-88)

3-1-24. Apparatus.

All City engines, hose and other fire equipment shall be kept at such place or places as the Public Safety Director shall provide and designate, and shall be kept in proper condition for immediate use. (Ord. 67-3, 08-14-67)

3-1-25. Damage to be reported.

If, by accident or otherwise, the property of any person is damaged by the Fire Company, it shall be the duty of the Officer having charge of such Company causing the damage to report the same immediately to the Chief. (Ord. 67-3, 08-14-67)

3-1-26. Interference with fire apparatus.

Any person who may use or in any way interfere with any fire apparatus, without the consent of the Chief, shall be guilty of a misdemeanor. (Ord. 67-3, 08-14-67)

3-1-27. Fire outside city limits.

The Council may enter into cooperative agreements with the governing bodies of Cities, Towns and Counties of the State of Utah and in close proximity to the City to extinguish fires in any such areas outside the City limits of the City and may authorize the Fire Department under regulations established for that purpose to extinguish fires in such areas; and the City shall not be liable for any damage to persons or property resulting from fire fighting equipment being outside the City limits pursuant to such agreements. (Ord. 67-3, 08-14-67)

3-1-28. Repealed

(Ord. 87-22, 01-02-88)

3-1-29. Burning of solid waste; recreational fires.

(1) General Rule. No person shall, for the purpose of final disposal thereof, burn on any lot, street, alley,

gutter or on any land, public or private, any solid waste.

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

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

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

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

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

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

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

**AGREEMENT FOR COLLECTION, TRANSPORTATION,
AND DISPOSAL OF RESIDENTIAL REFUSE
AND RECYCLABLE MATERIALS**

THIS AGREEMENT between **TOOELE CITY CORPORATION**, 90 North Main Street, Tooele, Utah 84074, a municipal corporation of the State of Utah, hereinafter referred to as "the City", and **ACE RECYCLING AND DISPOSAL**, P.O. Box 2608, Salt Lake City, Utah 84110, hereinafter referred to as "Contractor", shall take effect commencing **April 1, 2018** (the "Effective Date").

WHEREAS, the City, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the collection and disposal of refuse in the residential areas of Tooele City and has determined that the best interest of the City would be served by the employment of Contractor for this purpose; and,

WHEREAS, the City, mindful of its opportunity to protect and maintain the public welfare by prolonging the life of local landfill facilities, by saving the expense of delivering recyclable materials to landfills, and by minimizing environmental degradation by recycling and reusing recyclable materials, finds it beneficial to regulate and control the collection and disposal of recyclable materials in the residential areas of Tooele City, and has determined that the best interest of the City would be served by the employment of Contractor for this purpose; and,

WHEREAS, Contractor is willing to render the service of collection and disposal of refuse and recyclable materials within Tooele City upon the terms and conditions set out below.

NOW, THEREFORE, based on the mutual covenants and conditions contained herein, the parties agree as follows:

**I
INTEGRATION**

All previous agreements, contracts, and understandings between the City and Contractor are hereby terminated by mutual agreement of the parties and replaced by this Amended Agreement.

**II
TERM**

The Effective Date of this Agreement shall be April 1, 2018. The Agreement shall continue in effect through December 31, 2021, unless terminated sooner as specified herein. The Agreement may be renewed by the parties for additional three-year terms upon approval of a Tooele City Council Resolution and execution by the Tooele City Mayor.

III SCOPE OF THIS AGREEMENT

The work to be done under this Agreement consists of furnishing all labor, tools, equipment, materials, supplies, and services to perform all work and services necessary to satisfactorily collect all refuse by automated means from locations with Tooele City, Utah, to transport collected refuse to a disposal facility, to deposit the refuse at that facility, and to perform all other work or services incidental to refuse collection and transportation services in accordance with the terms and provisions of this Agreement and with applicable laws.

IV DEFINITIONS

For purposes of this Agreement:

(1) Bulky waste means unwanted household items such as large kitchen appliances, water heaters, laundry machines, mattresses, unwanted home furnishings, and other household refuse with weights or volumes greater than those allowed for Contractor's refuse receptacles. Hazardous wastes, food and food packaging, commercial waste, loose and unpackaged materials, livestock waste, and other items as identified herein are expressly excluded.

(2) Commercial units means all four-family dwellings, condominiums, and mobile homes in mobile home parks.

(3) Condominium units means the ownership of a single unit in a multi-unit project together with an undivided interest in common in the common areas and facilities of the project.

(4) Dwelling, single-family means a building arranged or designed to be occupied by one family, the structure having only one dwelling unit.

(5) Dwelling, two-family means a building arranged or designed to be occupied by two families, the structure having only two dwelling units.

(6) Dwelling, three-family means a building arranged or designed to be occupied by three families, the structure having only three dwelling units.

(7) Dwelling, four-family means a building arranged or designed to be occupied by four families, the structure having only four dwelling units.

(8) Garbage means all putrescible wastes, including vegetable and animal offal and animal carcasses of less than ten (10) pounds in weight. Garbage shall not include sewage, waste oil, and similar waste liquids, as well as recognizable industrial by-products from all private residences, or any bulky waste, hazardous waste, rubbish, or stable matter as defined herein.

(9) Hazardous waste means any chemicals, compound, mixture, substance, or article that is designated by the United States Environmental Protection Agency or appropriate agency of the state of Utah to be hazardous.

(e) Contractor shall notify Tooele City residents by a newspaper advertisement, or other acceptable method, of any changes in collection schedules. Contractor shall cause such advertisement to be published in a newspaper of general circulation at least two (2) days prior but not more than seven (7) days prior to the regular collection.

(6) Time of Collection. Contractor shall not commence collection of refuse in residential areas prior to 7:00 a.m. or continue collection after 7:00 p.m. In the event that there is some type of mechanical failure or equipment problems, this restriction may be waived by the City.

(7) City Not Liable for Delay. In no event shall the City be liable or responsible to Contractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control.

(8) Employees. Contractor shall prohibit any of its employees from working while under the influence of alcohol, drugs, or when otherwise impaired, and shall prohibit the drinking of alcoholic beverages by Contractor's drivers and crew members while on duty or in the course of performing their duties under this Agreement. Contractor shall provide appropriate and adequate training to its employees performing duties under this Agreement to ensure that all work is conducted in a safe and professional manner. Contractor's employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as a name tag or identification card. When operating a vehicle within the scope of this Agreement, Contractor's employees shall possess and carry a valid driver license issued by the state of Utah permitting them to operate the vehicle. Contractor's employees, officers, agents, and sub-contractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of the City.

VI BULKY WASTE COLLECTION

(1) Bulky Waste Collection. Contractor shall provide monthly bulky waste collection services to each residential unit in the City year-round. Commercial units are excluded from this Agreement, except as expressly provided otherwise in Exhibit A. Collection shall occur at curbside along public rights-of-way.

(2) Materials Not Collected With Bulky Waste:

(a) All items that may not be collected as part of weekly refuse collection, as specified in Section V(2) of this Agreement;

(b) Normal, everyday household garbage, specifically including food waste, food packaging, disposable diapers, etc.;

(c) Construction and demolition waste;

(d) Grass clippings;

(e) Hazardous household wastes including paints, oils, solvents, insecticides, freon, anti-freeze, fertilizers, herbicides, batteries, automobile drive train components, and any other items defined as hazardous waste under federal, state, or local regulations;

(f) Rock, brick, broken concrete, asphalt, and dirt;

(g) Motor vehicle tires;

(h) Waste resulting from business, commercial, or industrial activities;

(i) Loose, unbundled piles of yard trimmings or other loose material which has not been adequately boxed or bound;

(j) Stable matter;

(k) Animal carcasses;

(l) Bundles or boxes of yard trimmings 5' feet long or greater, 75 lbs or greater, or bundles in excess of 18 inches in diameter;

(m) Boxes of any material 30 gallons or greater, 75 lbs or greater, or 5 feet long or greater;

(n) Cardboard boxes left out in wet weather.

(3) Materials Requiring Special Preparation:

(a) Yard trimmings must be bundled, boxed, or bagged in bundles or containers not to exceed the size, weight, and volume specified in subsection (2) above.

(b) All special preparation instructions applying to regular refuse pickup, as specified in Section V(3) of this Agreement, shall apply to bulky waste pickup except the requirement that items must be placed in an Ace Disposal receptacle.

(c) All loose material must be adequately boxed, bagged, or bundled so as not to exceed the requirements described above.

(4) Bulky Waste Collection Schedule. Contractor shall prepare a bulky waste collection schedule showing the days of the month on which bulky waste collection will be made at each residential unit in each collection zone. Contractor shall provide the City with the schedule and route maps and keep such information current at all times. The City must approve the bulky waste collection schedule prior to commencing work under this Agreement.

VII PAYMENT

(1) Compensation for Regular Refuse Pickup. From April 1, 2018, through June 30, 2019, the City shall pay Contractor the sum of \$5.09 per refuse container, plus \$1.46 for each additional container for residences requiring more than one container.

TOOELE CITY CORPORATION

RESOLUTION 2018-44

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH TECSERV, INC. FOR COMPUTER NETWORK MAINTENANCE SERVICES.

WHEREAS, the Tooele City Administration finds it necessary to contract services for the purpose of providing computer network maintenance, troubleshooting, and consultant services for Tooele City's computer network; and,

WHEREAS, TecServ, Inc., has proposed to provide these services and the Administration wishes to enter into the contract with TecServ, Inc.; and,

WHEREAS, the proposed contract is attached hereto as Exhibit A; and,

WHEREAS, the contract amount shall be \$87,360 per year, plus \$165.00 per hour for any additional project work that is not covered under the contract; and,

WHEREAS, the term of the contract shall be one year beginning July 1, 2018, and renewing automatically on July 1 of each year for a maximum term of five years:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that a contract with TecServ, Inc. (see Exhibit A) is hereby approved, for computer network, maintenance, troubleshooting, and consultant services for the sum of \$87,360 per year, plus \$165.00 per hour for any additional project work that is not covered under the contract.

This Resolution shall become effective immediately upon passage by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2018.

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, Tooele City Attorney

EXHIBIT A

Monthly Network Services Agreement

Monthly Network Services Agreement

This agreement dated 6/01/2018 is made by and between Tooele City Corporation (Client) whose address is 90 North Tooele, Utah 84071 and TecServ, Inc (Consultant) whose corporate address is 358 Rio Grande St. Suite 200 Salt Lake City, Utah 84101.

1. Consultation Services. Client hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this agreement. The Consultant will perform computer network maintenance activities for Client, and will consult with the offices and employees of Client concerning matters relating to the management of Client's computer network. The Scope of Work to be performed by Consultant is defined in Attachment A.
2. Terms of Agreement. This agreement will be in effect for 12 Month(s) (July 1, 2018 to June 30, 2019). In the event that client has insufficient funds, by appropriation, by appropriation limitation or grant, to continue payments under this Agreement, Client may terminate this Agreement by giving TecServ not less than thirty (30) days prior written notice. Agreement will auto renew annually with a 3% increase unless canceled.
3. Time Devoted by Consultant. The term of this contract is based upon Consultant committing to perform activities to maintain Client computer network and handle computer network emergencies. Consultant will spend 12 hours per week of consulting services on Client's behalf for computer network maintenance activities.
4. Schedule. The work performed by Consultant will be for on-site services at Client's facilities and may occasionally include remote connectivity to Client's network. These hours will be worked on a schedule to be set at by both parties at a later date. Schedule may be altered with mutual agreement from both parties.
5. Additional Time. Consultant will respond to Client emergencies within 2 hours and spend sufficient time to resolve such emergencies. The fees for emergency server services are covered within the plan. Emergencies are defined as computer network issues that directly prevent the operation of business by Client. Computer network issues that do not prevent business operations shall be handled during the on-site maintenance service schedule. If Client requests maintenance services outside the maintenance schedule, and these services are clearly not emergencies, Consultant will bill Client for these hours at the standard client rate. This includes computer network projects that cannot be completed within the regularly scheduled time.
6. Payment to Consultant. The amount paid to Consultant for this contract shall be \$87,360.00 annually. Consultant will invoice Client 30 days before start of contract. Payment is due upon receipt of invoice and no later than the last day of the month in which the client received the invoice.

Additional project work is not covered within this scheduled maintenance contract. This additional time will be billed at \$165 per hour. Product purchases are not considered part of monthly contracts or other consulting services. Terms on Product Sales are considered "due upon receipt".
7. Independent Consultant. Both Client and the Consultant agree that the Consultant will act as an independent agency in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultants activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment.
8. Confidential Information. The Consultant agrees that any information received by the Consultant during this contract, which concerns the personal, financial or other affairs of Client and its agents and employees will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

9. Employment of Others. Client may from time to time request that the Consultant arrange for the services of others outside of the employ of TecServ. All costs to the Consultant for those services will be paid by Client, but in no event shall the Consultant employ others without the prior authorization of Client.
10. Non-Solicitation of Employees. Client agrees that it will not solicit TecServ's employees to seek full or part time employment or other contractual arrangement with its company during the term of this Agreement or for twelve (12) months after the last invoice date from TecServ to Client. Client agrees that TecServ employees are not "contract for hire". Client shall not attempt to engage, contract or hire TecServ employees, TecServ's contractors or other assignees independently of this Agreement without prior written consent from TecServ.

Client may be released from such restriction under the following terms and with written approval from TecServ:

- The payment of \$50,000.00 to TecServ for each employee hired by Client, and
- Each TecServ employee hired by Client has performed services for Client under this Agreement for twelve (12) consecutive months or more.

____ Initial of Client demonstrating that Client understands and fully accepts the Non-Solicitation Covenant and terms and agrees to such terms should Client seek to hire or directly contract TecServ employees, contractors or other assignees.

11. Liability. With regard to the services to be performed by the Consultant pursuant to the terms of this agreement, the Consultant shall be liable to Client, or to anyone who may claim any right due to any relationship with the Client, for any acts or omissions in the performance of service on the part of the Consultant or on the part of the agents or employees of the Consultant when said acts or omissions of the Consultant are due to willful or intentional misconduct or due to gross or simple negligence.
12. Venue. This agreement and its performances there under shall be governed by the laws of the state of Utah. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

TecServ, Inc.

Client

By: _____

By: _____

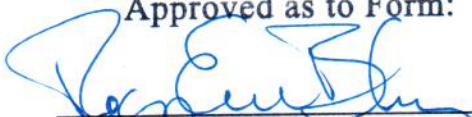
Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:



 Tooele City Attorney

TOOELE CITY CORPORATION

ORDINANCE 2018-08

AN ORDINANCE OF TOOELE CITY AMENDING THE DEFINITION OF TOBACCO SPECIALTY STORE IN TOOELE CITY CODE SECTION 7-1-5.

WHEREAS, tobacco special stores, also known as retail tobacco specialty businesses, are regulated by Utah Code §10-8-41.6 and Tooele City Code §7-1-5 and §7-16-3 Table 1 Note 5; and,

WHEREAS, House Bill 324 of the 2018 Utah legislative session, effective July 1, 2018, (see excerpts attached as Exhibit A) broadened the definition of tobacco specialty stores. The new definition eliminates the food and gasoline sales component, and adds other components, as follows:

"Retail tobacco specialty business" means a commercial establishment in which:

(i) the sale of tobacco products accounts for more than 35% of the total quarterly gross receipts for the establishment;

(ii) 20% or more of the public retail floor space is allocated to the offer, display, or storage of tobacco products;

(iii) 20% or more of the total shelf space is allocated to the offer, display, or storage of tobacco products; or,

(iv) the retail space features a self-service display for tobacco products.

and,

WHEREAS, H.B. 324 addresses the problem of tobacco specialty stores masquerading as convenience stores whose gross sales from tobacco products could not be easily verified and who were not subject to floor space, shelf space, self-service display, and other requirements (see Exhibit B); and,

WHEREAS, Tooele City desires to incorporate the State of Utah definition of tobacco specialty store into the City Code for ease of administration, interpretation, and enforcement; and,

WHEREAS, the City Administration proposes to amend Tooele City Code §7-1-9 as shown in Exhibit C to comply with and be consistent with State law amendments enacted by H.B. 324; and,

WHEREAS, H.B. 324 requires tobacco specialty stores to receive permits from the Tooele County Health Department and the State of Utah as a condition of Tooele City business licensing, and allows business license revocation upon a Health Department recommendation; and,

WHEREAS, the public policy recitals of Ordinances 2011-19 and 2013-17 are hereby incorporated into the recitals of this Ordinance 2018-08; and,

WHEREAS, the Planning Commission convened a duly-noticed public hearing on _____ for forwarded its recommendation to the City Council (see minutes attached as Exhibit D); and,

WHEREAS, the City Council convened a duly-noticed public hearing:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TOOELE CITY that the definition of tobacco specialty store in Tooele City Code §7-1-5 is hereby amended as shown in Exhibit C; and,

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 _____, 2018.

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

House Bill 324 (2018; excerpts)

Exhibit B

Correspondence with
Representative Paul Ray

Exhibit C

Proposed Amendment to TCC §7-1-5
Definition of Tobacco Specialty Store

Exhibit D

Planning Commission Minutes

1 **TOBACCO REGULATIONS AMENDMENTS**

2 2018 GENERAL SESSION

3 STATE OF UTAH

4 **Chief Sponsor: Bradley G. Last**

5 Senate Sponsor: Evan J. Vickers

6

7 **LONG TITLE**

8 **General Description:**

9 This bill establishes new requirements for the licensing of a tobacco retailer and
10 amends the definition of smoking.

11 **Highlighted Provisions:**

12 This bill:

- 13 ▶ **amends municipal and county business license practices for a retail tobacco**
14 **specialty business;**
- 15 ▶ amends the definition of smoking in the Utah Indoor Clean Air Act;
- 16 ▶ requires a tobacco retailer to obtain a permit from the local health department;
- 17 ▶ establishes requirements for a tobacco retail permit application;
- 18 ▶ establishes the standards that a local health department shall apply when
19 determining whether to issue a permit to a tobacco retailer;
- 20 ▶ incorporates civil penalties for tobacco sales to underage persons into the provisions
21 relating to a tobacco retail permit;
- 22 ▶ provides penalties for violations of tobacco permitting requirements; and
- 23 ▶ changes the fee provisions for certain tax commission licenses for cigarettes,
24 tobacco products, and electronic cigarette products.

25 **Money Appropriated in this Bill:**

26 None

27 **Other Special Clauses:**

28 This bill provides a special effective date.

56 26-62-305, (Renumbered from 26-42-103, as last amended by Laws of Utah 2015,
57 Chapter 132)

58 26-62-306, (Renumbered from 26-42-106, as enacted by Laws of Utah 1998, Chapter
59 319)

60 26-62-307, (Renumbered from 26-42-107, as last amended by Laws of Utah 2015,
61 Chapter 132)

62 REPEALS:

63 26-42-101, as enacted by Laws of Utah 1998, Chapter 319

64 59-14-203.5, as last amended by Laws of Utah 2011, Chapter 96

65 59-14-301.5, as last amended by Laws of Utah 2011, Chapter 96

66

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

68 Section 1. Section **10-8-41.6** is amended to read:

69 **10-8-41.6. Regulation of retail tobacco specialty business.**

70 (1) As used in this section:

71 (a) "Community location" means:

72 (i) a public or private kindergarten, elementary, middle, junior high, or high school;

73 (ii) a licensed child-care facility or preschool;

74 (iii) a trade or technical school;

75 (iv) a church;

76 (v) a public library;

77 (vi) a public playground;

78 (vii) a public park;

79 (viii) a youth center or other space used primarily for youth oriented activities;

80 (ix) a public recreational facility; ~~[or]~~

81 (x) a public arcade~~[;]~~; or

82 (xi) for a new license issued on or after July 1, 2018, a homeless shelter.

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(b) "Department" means the Department of Health, created in Section 26-1-4.

(c) "Local health department" means the same as that term is defined in Section 26A-1-102.

(d) "Permittee" means a person licensed under this section to conduct business as a retail tobacco specialty business.

~~[(b)]~~ (e) "Retail tobacco specialty business" means a commercial establishment in which:

(i) the sale of tobacco products accounts for more than 35% of the total [annual] quarterly gross receipts for the establishment;

~~[(ii) food and beverage products, excluding gasoline sales, is less than 45% of the total annual gross receipts for the establishment; and]~~

~~[(iii) the establishment is not licensed as a pharmacy under Title 58, Chapter 17b, Pharmacy Practice Act.]~~

(ii) 20% or more of the public retail floor space is allocated to the offer, display, or storage of tobacco products;

(iii) 20% or more of the total shelf space is allocated to the offer, display, or storage of tobacco products; or

(iv) the retail space features a self-service display for tobacco products.

(f) "Self-service display" means the same as that term is defined in Section 76-10-105.1.

~~[(c)]~~ (g) "Tobacco product" means:

(i) any cigar, cigarette, or electronic cigarette, as those terms are defined in Section 76-10-101;

(ii) a tobacco product, as that term is defined in Section 59-14-102, including:

(A) chewing tobacco; or

(B) any substitute for a tobacco product, including flavoring or additives to tobacco;

and

110 (iii) tobacco paraphernalia, as that term is defined in Section 76-10-104.1.

111 (2) The regulation of a retail tobacco specialty business is an exercise of the police
 112 powers of the state, and through delegation, to other governmental entities.

113 ~~[(3) (a) Except as provided in Subsection (7), and beginning July 1, 2012, a~~
 114 ~~municipality shall require an entity to be licensed as a retail tobacco specialty business to~~
 115 ~~conduct business as a retail tobacco specialty business in a municipality.]~~

116 (3) (a) A person may not operate a retail tobacco specialty business in a municipality
 117 unless the person obtains a license from the municipality in which the retail tobacco specialty
 118 business is located.

119 (b) A municipality may only issue a retail tobacco specialty business license to [~~an~~
 120 ~~entity~~] a person if the [~~entity~~] person complies with the provisions of [~~Subsection~~] Subsections
 121 (4) and (5).

122 ~~[(4) Except as provided in Subsection (7), and beginning July 1, 2012, a business entity~~
 123 ~~that conducts a retail tobacco specialty business in a municipality shall be licensed by the~~
 124 ~~municipality as a retail tobacco specialty business.]~~

125 ~~[(5)]~~ (4) (a) [A] Except as provided in Subsection (7), a municipality may not issue a
 126 license [to] for a person to conduct business as a retail tobacco specialty business if [it] the
 127 retail tobacco specialty business is located within:

- 128 (i) 1,000 feet of a community location;
- 129 (ii) 600 feet of another retail tobacco specialty business; or
- 130 (iii) 600 feet from property used or zoned for:
 - 131 (A) agriculture use; or
 - 132 (B) residential use.

133 (b) For purposes of Subsection ~~[(5)]~~ (4)(a), the proximity requirements shall be
 134 measured in a straight line from the nearest entrance of the retail tobacco specialty business to
 135 the nearest property boundary of [~~the community location, or agricultural or residential use~~] a
 136 location described in Subsections (4)(a)(i) through (iii), without regard to intervening structures

137 or zoning districts.

138 (5) (a) Except as provided in Subsection (5)(b), beginning July 1, 2018, a municipality
139 may not issue or renew a license for a person to conduct business as a retail tobacco specialty
140 business until the person provides the municipality with proof that the retail tobacco specialty
141 business has:

142 (i) a valid permit for a retail tobacco specialty business issued under Title 26, Chapter
143 62, Tobacco Retail Permit, by the local health department having jurisdiction over the area in
144 which the retail tobacco specialty business is located; and

145 (ii) a valid license to sell tobacco products from the State Tax Commission.

146 (b) A person that was licensed to conduct business as a retail tobacco specialty
147 business in a municipality before July 1, 2018, shall obtain a permit from a local health
148 department under Title 26, Chapter 62, Tobacco Retail Permit, on or before January 1, 2019.

149 (6) (a) Nothing in this section:

150 (i) requires a municipality to issue a [~~business license to a~~] retail tobacco specialty
151 business license; or

152 (ii) prohibits a municipality from adopting more restrictive requirements on a person
153 seeking a license or renewal of a license to conduct business as a retail tobacco specialty
154 business [~~than provided for in this section~~].

155 (b) A municipality may suspend or revoke a retail tobacco specialty business license
156 issued under this section:

157 (i) if a licensee engages in a pattern of unlawful activity under Title 76, Chapter 10,
158 Part 16, Pattern of Unlawful Activity Act;

159 (ii) if a licensee violates the regulations restricting the sale and distribution of
160 cigarettes and smokeless tobacco to protect children and adolescents issued by the United
161 States Food and Drug Administration, 21 C.F.R. Part 1140; [~~or~~]

162 (iii) upon the recommendation of the department or a local health department under
163 Title 26, Chapter 62, Tobacco Retail Permit; or

164 ~~(iii)~~ (iv) under any other ~~[provisions]~~ provision of state law or local ordinance.
165 (7) (a) In accordance with Subsection (7)(b), a retail tobacco specialty business that has
166 a business license and is operating ~~[lawfully]~~ in a municipality in accordance with all
167 applicable laws except for the requirement in Subsection (4), on or before ~~[May 8, 2012]~~
168 December 31, 2015, is exempt from ~~[Subsections (4) and (5)]~~ Subsection (4).

169 (b) A retail tobacco specialty business may maintain an exemption under Subsection
170 (7)(a) if:

- 171 (i) the retail tobacco specialty business license is renewed continuously without
172 ~~[relapse]~~ lapse or permanent revocation;
- 173 (ii) the retail tobacco specialty business ~~[is]~~ does not ~~[closed]~~ close for business or
174 otherwise ~~[suspends]~~ suspend the sale of tobacco products for more than 60 consecutive days;
- 175 (iii) the retail tobacco specialty business does not substantially change the business
176 premises or ~~[its]~~ business operation; and
- 177 (iv) the retail tobacco specialty business maintains the right to operate under the terms
178 of other applicable laws, including:

- 179 (A) Title 26, Chapter 38, Utah Indoor Clean Air Act;
- 180 (B) zoning ordinances[:];
- 181 (C) building codes[:]; and ~~[the]~~
- 182 (D) the requirements of a retail tobacco specialty business license issued ~~[prior to May~~
183 ~~8, 2012]~~ before December 31, 2015.

184 Section 2. Section **17-50-333** is amended to read:

185 **17-50-333. Regulation of retail tobacco specialty business.**

186 (1) As used in this section:

- 187 (a) "Community location" means:
- 188 (i) a public or private kindergarten, elementary, middle, junior high, or high school;
- 189 (ii) a licensed child-care facility or preschool;
- 190 (iii) a trade or technical school;

893 (IV) an electronic cigarette; and
894 (B) four times for the attempted purchase of alcohol.
895 (b) Nothing in this section shall prohibit an investigation or an attempt to purchase
896 tobacco under this section if:
897 (i) there is reasonable suspicion to believe the retail establishment has sold alcohol, a
898 cigar, a cigarette, tobacco in any form, or an electronic cigarette to an individual under the age
899 established by Section 32B-4-403 or 76-10-104; and
900 (ii) the supervising peace officer makes a written record of the grounds for the
901 reasonable suspicion.
902 (7) (a) The peace officer exercising direction, supervision, and monitoring of the
903 attempted purchase shall make a report of the attempted purchase, whether or not a purchase
904 was made.
905 (b) The report required by this Subsection (7) shall include:
906 (i) the name of the supervising peace officer;
907 (ii) the name of the individual attempting the purchase;
908 (iii) a photograph of the individual attempting the purchase showing how that
909 individual appeared at the time of the attempted purchase;
910 (iv) the name and description of the cashier or proprietor from whom the individual
911 attempted the purchase;
912 (v) the name and address of the retail establishment; and
913 (vi) the date and time of the attempted purchase.
914 Section 24. **Repealer.**
915 This bill repeals:
916 Section 26-42-101, **Title.**
917 Section 59-14-203.5, **Commission action to suspend or revoke license.**
918 Section 59-14-301.5, **Commission action to suspend or revoke license.**
919 Section 25. **Effective date.**

920

This bill takes effect on July 1, 2018.

From: Roger Baker
Sent: Friday, June 24, 2016 9:43 AM
To: Paul Ray (pray@le.utah.gov)
Cc: 'Doug Sagers'; Patrick Dunlavy; Brad Pratt; Michelle Pitt; Rachelle Custer; Lisa Carpenter
Subject: Smoke Shops-Continuing Trouble
Attachments: Tobacco Specialty Store - Annual Reporting Form (11-2015).pdf

Dear Representative Ray:

I applaud your consistent legislative efforts to protect Utah's communities from the negative primary and secondary effects of tobacco specialty stores, including smoke shops and vape shops. Tooele City has followed your lead in restricting tobacco specialty stores, and has gone one step farther by including in the definition of "tobacco products" the component parts of electronic cigarettes, including nicotine oils.

Tooele City officials have become increasingly concerned, however, at the apparent unenforceability of UCA Section 10-8-41.6 due to its definitional thresholds of more than 35% of gross receipts from the sale of tobacco products and less than 45% gross receipts from the sale of food. I say "unenforceability" because no mechanism exists for such gross receipts to be reported and audited.

During the past two years I have spoken with the State Auditor's office, the State Tax Commission, and the State Department of Alcoholic Beverage Control for mechanisms used, or analogous mechanisms that could be used, in the reporting and auditing of retail gross receipts. I have spoken with attorneys from other cities, including St. George, about the mechanism they use to determine gross receipts attributable to certain products. I also put this question to you in an email. In short, no Utah agency and no Utah city that I know of tracks, or is even able to track, the gross receipts attributable to tobacco products and food for the purpose of determining whether a retail store is, in fact, a tobacco specialty store.

Absent any guidance on the matter, Tooele City decided to utilize a self-reporting form, attached, to monitor sales of tobacco products. We send this form each December to every store that sells tobacco products. But self-reporting is all but useless when any retail store with any sophistication can simply be less than truthful with its reported numbers and escape the definitional thresholds that would require the store to have a tobacco specialty store business license, or that would prohibit the store at all in its location.

This brings me to our overriding concern. Tooele City, and I suspect many other cities, is beginning to see a proliferation of “convenience stores” that sell a huge volume of tobacco products, but also add to their shelves token bottled drinks, bagged chips, candy, sunglasses, and flip-flops. Conveniently, their self-reported gross receipts from tobacco products never exceed 35%. Tooele City has no legally enforceable mechanism to audit a store’s books to verify the reported gross receipts.

Some cities continue to define a tobacco specialty store by the volume of tobacco products as a percentage of the store’s total display volume, or the square-footage of the store devoted to tobacco products vis a vis other products. But both of these approaches runs afoul of the State percentage-of-gross-receipts approach. As a result, de facto tobacco shops are once again popping up everywhere, labeling themselves as convenience stores.

I worked long and hard to shut down three tobacco shops that were caught selling “spice.” These victories were eviscerated by the stores quickly reopening under new ownership as convenience stores.

Given that you have been Utah’s legislative leader on this issue, I request that you give some thought to how the proliferation of tobacco-oriented convenience stores can be stopped.

Sincerely,

Roger Baker

Tooele City Attorney

Tooele City Corporation

Report: Tobacco Product Retailer Gross Annual Sales

Date

Business Name: _____

Business License No. _____

Provide information for the calendar year ending **December 31, 2015**.

Month	Total Gross Sales (Total \$\$ Per Month)		
	Tobacco Products	Food and Beverage Products	Total for All Products (Including Gas Sales)
January	\$	\$	\$
February	\$	\$	\$
March	\$	\$	\$
April	\$	\$	\$
May	\$	\$	\$
June	\$	\$	\$
July	\$	\$	\$
August	\$	\$	\$
September	\$	\$	\$
October	\$	\$	\$
November	\$	\$	\$
December	\$	\$	\$
Total	\$	\$	\$

Name and signature of business representative submitting this Report:

Printed Name

Signature

Contact Phone Number & E-mail

NOTE: You can return this form by e-mail to lisac@tooelecity.org OR michellep@tooelecity.org, or by fax to (435) 843-2119. If you have questions concerning this form, you can call (435) 843-2110. Thank you!

one-bedroom dwelling unit, 700 square feet for a two-bedroom dwelling unit, and 850 square feet for a three-bedroom dwelling unit. Buildings fully constructed prior to the effective date of Tooele City Ordinance 2002-21 shall be exempt from the regular height restriction.

Rock, Sand, and Gravel Storage and Distribution - The outdoor storage and sale of rock, sand and gravel in bulk quantities and the storage on-site of necessary loading equipment, facilities and vehicles.

Shooting Range, Indoor - A structure used for archery and/or the discharging of any firearm for the purposes of target practice or temporary competitions.

Site Plan - A development plan of one or more lots on which is shown (1) the existing and proposed conditions of the lot, including but not limited to topography, vegetation, drainage, flood plains, wetlands and waterways; (2) the location of all existing and proposed buildings, drives, parking spaces, walkways, means or ingress and egress, drainage facilities, utility services, landscaping, structures, signs, lighting and screening devices; (3) the location of building pads for all residential and nonresidential buildings; and (4) the location and extent of all external buffers from surrounding areas.

Sports Field - An area which is developed with recreation and support facilities for the convenience of the user, including, but are not limited to, baseball or softball fields, football or soccer fields, basketball courts, tennis courts, picnic areas, playgrounds.

Structure - A combination of materials to form a construction for use, installed on, above, or below the surface of land or water including a walled and roofed building, as well as a manufactured home on a permanent foundation. The term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

Subdivide - The act or process of creating a subdivision.

Subdivider - Any person who (1) having an interest in land, causes it, directly or indirectly, to be divided into a subdivision or who (2) directly or indirectly, sells, leases, or develops, or offers to sell, lease, or develop, or advertises to sell, lease, or develop, any interest, lot, parcel site, unit, or plat in a subdivision, or, who (3) engages directly or through an agent in the business of selling, leasing, developing, or offering for sale, lease, or development a subdivision or any interest, lot, parcel site, unit or plat in a subdivision, and who (4) is directly or indirectly controlled by, or under direct or indirect common control with any of the foregoing.

Subdivision - Any land, vacant or improved, which is divided or proposed to be divided or resubdivided into two (2) or more lots, parcels, sites, units, plots,

condominiums, tracts or other division for the purpose of offer, sale, lease or development whether immediate or future, either on the installment plan or upon any and all other plans, terms, and conditions. Subdivision includes the division or development of land, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat or other recorded instrument. Subdivision includes resubdivision and condominium creation or conversion.

Subdivision Plat - The final map or drawing, described in this Code, of a plan of subdivision to be presented to the City for approval and when approved, may be submitted to the Utah County Recorder for filing.

Subsequent Developer - A Developer whose development is not derived from the Prior Developer's development, and whose development benefits from Eligible Public Improvements constructed by the Prior Developer.

Telecommunications Site/Facility - A facility used for the transmission or reception of electromagnetic or electro-optic information, which is placed on a structure. This use does not include radio frequency equipment which have an effective radiated power of 100 watts or less. This use is not required to be located on a building lot, or comply with the minimum lot size requirement for the district in which it is located.

Temporary - Not to exceed a period of 1 year.

Temporary Construction or Sales Office - A facility temporarily used for a period, not to exceed 12 months, as a construction or sales office.

Temporary Use - Fireworks stands, Christmas tree sale lots, and similar activities which are open to the public and scheduled to occur over a period not to exceed 40 days in any calendar year and including uses incidental to construction.

Theater, Indoor - A facility for showing motion pictures, video, or staging theatrical performances to an audience, inside an enclosed structure.

Theater, Outdoor - A facility for outdoor performances where the audience views the production from automobiles or while seated outside.

Tobacco Product or Tobacco-related Product - Inclusive of the following:

(1) any cigar, cigarette, or electronic cigarette as defined in U.C.A. §76-10-101, including the component parts of and ingredients to electronic cigarettes;

(2) a tobacco product as defined in U.C.A. §59-14-102, including:

(a) chewing tobacco; and,

(b) any substitute for a tobacco product, including flavoring or additives to tobacco; and,

(3) tobacco paraphernalia as defined in U.C.A. §76-10-104.1.

Tobacco Specialty Store or Retail Tobacco Specialty Business - An establishment in which:

(1) the sale of tobacco products accounts for more

than 35% of the total ~~quarterly annual~~ gross receipts for the establishment:

(2) 20% or more of the public retail floor space is allocated to the offer, display or storage of tobacco products:

(3) 20% or more of the total shelf space is allocated to the offer, display, or storage of tobacco products; or.

(4) the retail space features a self-service display for tobacco products

~~(2) food and beverage products, excluding gasoline sales, is less than 45% of the total annual gross receipts for the establishment; and.~~

~~(3) the establishment is not licensed as a pharmacy under U.C.A. Title 58, Chapter 17b, Pharmacy Practice Act.~~

Use - The purpose or purposes for which land or a building is occupied, maintained, arranged, designed, or intended.

Utilities, Private - Includes power, telephone, natural gas, cable television and private water supply service.

Utility Company, Public - Any company, or municipal department, duly authorized to furnish under public regulation, electricity, gas, steam, telephone, transportation, water, or sewer service.

Utility Service Facility (major) - Any electric transmission lines (greater than 115,000 volts), power plants, or substations of electric utilities; gas regulator stations, transmission and gathering pipelines, and storage areas of utilities providing natural gas or petroleum derivatives; and their appurtenant facilities

Utility Service Facility (minor) - Any electrical distribution lines, natural gas distribution lines, cable television lines, telegraph and telephone lines, and gathering lines, or other minor service facilities. No buildings are allowed and the use is limited to the following sizes: (i) gas lines less than 12 inches; and (ii) electric lines of less than 115,000 volts.

Veterinary Clinic/Animal Hospital - A facility for the diagnosis, treatment, hospitalization, and boarding of animals, which does not include outdoor holding facilities.

Warehouse - A building used primarily for the inside storage of nonhazardous goods and materials and including accessory office facilities.

Zoning District - A mapped area to which a uniform set of regulations applies, and which are designed to implement the goals and policies of the Tooele City General Plan.

(Ord. 2017-14, 06-07-2017) (Ord. 2016-17, 11-02-2016) (Ord. 2015-25, 12-16-2015) (Ord. 2013-17, 02-05-2014) (Ord. 2012-17, 09-05-2012) (Ord. 2009-05, 02-28-2009) (Ord. 2008-11, 11-05-2008) (Ord. 2005-06, 05-18-2005) (Ord. 2002-21, 09-18-2002) (Ord. 1998-33B, 10-07-1998) (Ord. 1997-21, 06-04-1997) (Ord. 1995-18, 10-06-1995) (Ord. 1994-26, 05-12-

1994) (Ord. 1994-09, 03-02-1994) (Ord. 1992-26, 12-10-1992)

7-1-6. Enforcement.

(1) (a) Tooele City or any owner of real estate within the city in which violations of this Title occur or are about to occur may, in addition to other remedies provided by law, institute:

(i) injunctions, mandamus, abatement, or any other appropriate actions; or

(ii) proceedings to prevent, enjoin, abate, or remove the unlawful building, use, or act.

(b) Tooele City need only establish the violation to obtain the injunction.

(2) (a) Tooele City may enforce this Title by withholding building permits.

(b) It is unlawful to erect, construct, reconstruct, alter, or change the use of any building or other structure within Tooele City without approval of a building permit.

(c) Tooele City may not issue a building permit unless the plans of and for the proposed erection, construction, reconstruction, alteration, or use fully conform to all regulations then in effect.

(d) The city engineer or the engineer's designee is authorized as the enforcing officer for this Title. The enforcing officer shall enforce all provisions of this Title, entering actions in court if necessary, but the failure to do so shall not legalize any violation of this Title.

(Ord. 1991-08, 12-12-1991)

7-1-7. Penalties.

Violation of any of the provisions of this Title are punishable as a class C misdemeanor upon conviction. (Ord. 1991-08, 12-12-1991)

7-1-8. Construction.

(1) Words used in the present tense include the future.

(2) The singular number shall include the plural and the plural the singular.

(3) "Used" or "occupied" shall include arranged, designed, constructed, altered, converted, rented, leased or intended to be used or occupied.

(4) "Shall" is mandatory and not directory. The word "may" is permissive.

(5) "Person" includes a firm, association, organization, partnership, trust, company or corporation as well as an individual.

(6) "Lot" includes the words plot or parcel.

(7) Words used in this Title but not defined herein shall have the same meaning as defined in any other ordinance adopted by Tooele City, or as defined in Black's Law Dictionary, current edition.

(Ord. 1992-26, 12-10-1992)

TOOELE CITY CORPORATION

ORDINANCE 2018-10

AN ORDINANCE OF TOOELE CITY ENACTING TOOELE CITY CODE SECTION 1-4-7 REGARDING INDIGENT DEFENSE FOR CITY CODE VIOLATIONS.

WHEREAS, Utah municipalities are required to provide legal defense for indigent persons accused of criminal offenses for which incarceration is possible; and,

WHEREAS, Senate Bill 24 of the 2018 Utah legislative session, effective May 18, 2018, (attached as Exhibit A) requires municipalities to add a statement to their city codes to the effect that where a violation subjects an indigent accused to the possibility of imprisonment, the City will provide for the indigent's legal defense; and,

WHEREAS, punishments for violations of the Tooele City Code are governed by Chapter 1-4, to which the City Administration recommends adding a new Section 1-4-7 regarding indigent defense (see Exhibit B):

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TOOELE CITY that Tooele City Code §1-4-7 is hereby enacted, as shown in Exhibit B; and,

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 _____, 2018.

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

Senate Bill 24 (2018)

Exhibit B

Proposed TCC Section 1-4-7

LOCAL GOVERNMENT INDIGENT DEFENSE REQUIREMENT

2018 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Daniel W. Thatcher

House Sponsor: V. Lowry Snow

Cosponsor: Todd Weiler

LONG TITLE

General Description:

This bill requires local governments to include certain information in ordinances with criminal penalties that include any possibility of imprisonment.

Highlighted Provisions:

This bill:

- ▶ requires local governments to include information regarding indigent legal defense of an indigent individual in ordinances with criminal penalties that include any possibility of imprisonment; and
- ▶ makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

10-3-704, as last amended by Laws of Utah 2010, Chapter 378

17-53-223, as last amended by Laws of Utah 2000, Chapter 323 and renumbered and amended by Laws of Utah 2000, Chapter 133

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

29 Section 1. Section **10-3-704** is amended to read:

30 **10-3-704. Form of ordinance.**

31 ~~[Any]~~ The governing body shall ensure that any ordinance [passed by] that the
32 governing body~~[, after the effective date of this act, shall contain and be]~~ passes contains the
33 following, in substantially the following order and form:

34 (1) a number;

35 (2) a title which indicates the nature of the subject matter of the ordinance;

36 (3) a preamble which states the need or reason for the ordinance;

37 (4) an ordaining clause which states "Be it ordained by the ____ (name of the
38 governing body and municipality):";

39 (5) the body or subject of the ordinance;

40 (6) when applicable, a statement indicating the penalty for violation of the ordinance or
41 a reference that the punishment is covered by an ordinance which prescribes the fines and
42 terms of imprisonment for the violation of a municipal ordinance; or, the penalty may establish
43 a classification of penalties and refer to such ordinance in which the penalty for such violation
44 is established;

45 (7) when a penalty for a violation of the ordinance includes any possibility of
46 imprisonment, a statement that the municipality is required, under Section [77-32-301](#), to
47 provide for indigent legal defense, as those terms are defined in Section [77-32-201](#);

48 ~~[(7)]~~ (8) a statement indicating the effective date of the ordinance or the date when the
49 ordinance shall become effective after publication or posting as required by this chapter;

50 ~~[(8)]~~ (9) a line for the signature of the mayor or acting mayor to sign the ordinance;

51 ~~[(9)]~~ (10) a place for the municipal recorder to attest the ordinance and fix the seal of
52 the municipality; and

53 ~~[(10)]~~ (11) in municipalities where the mayor may disapprove an ordinance passed by
54 the legislative body, ~~[the ordinance shall show, that it was passed]~~ a statement showing:

55 (a) if the mayor approves the ordinance, that the governing body passes the ordinance
56 with the mayor's approval ~~[or that];~~

57 (b) if the mayor [~~disapproved~~] disapproves the ordinance, that [~~it was passed~~] the
58 governing body passes the ordinance over [~~his~~] the mayor's disapproval[~~-If~~]; or

59 (c) if the mayor neither approves[;] or disapproves [~~an~~] the ordinance, that the
60 ordinance [~~shall show that it~~] became effective without the approval or disapproval of the
61 mayor.

62 Section 2. Section **17-53-223** is amended to read:

63 **17-53-223. Ordinances -- Power to enact -- Penalty for violation.**

64 (1) A county legislative body may:

65 (a) pass all ordinances and rules and make all regulations, not repugnant to law,
66 necessary for carrying into effect or discharging the powers and duties conferred by this title,
67 and as are necessary and proper to provide for the safety, and preserve the health, promote the
68 prosperity, improve the morals, peace, and good order, comfort, and convenience of the county
69 and its inhabitants, and for the protection of property in the county;

70 (b) enforce obedience to ordinances with fines or penalties as the county legislative
71 body considers proper; and

72 (c) pass ordinances to control air pollution.

73 (2) (a) Punishment imposed under Subsection (1)(b) shall be by fine, not to exceed the
74 maximum fine for a class B misdemeanor under Section **76-3-301**, imprisonment, or [~~by~~] both
75 fine and imprisonment.

76 (b) When a penalty for a violation of an ordinance includes any possibility of
77 imprisonment, the county legislative body shall include in the ordinance a statement that the
78 county is required, under Section **77-32-301**, to provide for indigent legal defense, as those
79 terms are defined in Section **77-32-201**.

80 (3) (a) Except as specifically authorized by statute, the county legislative body may not
81 impose a civil penalty for the violation of a county traffic ordinance.

82 (b) Subsection (3)(a) does not apply to an ordinance regulating the parking of vehicles
83 on a highway.

CHAPTER 4. PUNISHMENTS

1-4-1. Application - Separate offenses for each day of violation.

1-4-2. Classification of offense.

1-4-3. Penalties.

1-4-4. Labor in case of default - Incarceration in lieu of fine or labor. (Repealed.)

1-4-5. Revocation of licenses upon conviction.

1-4-6. Liability of officers.

1-4-1. Application - Separate offenses for each day of violation.

(1) Whenever acting or failing to act constitutes a violation of any section or provision of this Tooele City Code, and no classification of offense, fine, or sentence is specifically found to apply to the violation, the provisions of this Chapter shall apply.

(2) Each 24-hour period in which a violation of any section or provision of this Code occurs shall constitute a separate offense.

(Ord. 2017-06, 02-15-2017) (Ord. 1994-54, 11-08-1994)

1-4-2. Classification of offense.

An offense designated as a misdemeanor in this Code or in another law, without specification as to punishment or category, is a class B misdemeanor. Any offense which is an infraction within this Code is expressly designated as such.

(Ord. 2017-06, 02-15-2017) (Ord. 1994-54, 11-08-1994)

1-4-3. Penalties.

(1) A person who has been convicted of a misdemeanor under this Code may be sentenced to imprisonment as follows:

(a) in the case of a class B misdemeanor, for a term not exceeding 6 months;

(b) in the case of a class C misdemeanor, for a term not exceeding 90 days.

(2) A person convicted of an offense may be sentenced to pay a fine, not exceeding:

(a) \$1,000 when the conviction is for a class B misdemeanor, plus applicable state surcharges;

(b) \$750 when the conviction is for a class C misdemeanor or infraction, plus applicable state surcharges.

(3) Subsection (2) does not apply to a corporation, association, partnership, government, governmental instrumentality, or other business entity.

(4) The sentence to pay a fine, when imposed upon a corporation, association, partnership, government, governmental instrumentality, or other business entity for an offense defined in this Code shall be to pay an amount, fixed by the court, not exceeding:

(a) \$5,000 when the conviction is for a class

B misdemeanor, plus applicable state surcharges;

(b) \$1,000 when the conviction is for a class

C misdemeanor or for an infraction, plus applicable state surcharges.

(Ord. 2017-06, 02-15-2017) (Ord. 1994-54, 11-08-1994)

1-4-4. Labor in case of default - Incarceration in lieu of fine or labor. (Repealed.)

(Ord. 2017-06, 02-15-2017) (Ord. 1994-54, 11-08-1994)

1-4-5. Revocation of licenses upon conviction.

Any person found guilty of violating any provision of this Code, when the violation necessarily includes the violation of the terms of any license or permit issued to the person by Tooele City, shall be subject to revocation of the license or permit upon a hearing held pursuant to the procedures of Chapter 5-1 and Chapter 1-28, as applicable.

(Ord. 2017-06, 02-15-2017) (Ord. 1994-54, 11-08-1994)

1-4-6. Liability of officers and employees.

No provision of this City Code designating the duties of any city officer or employee shall be so construed as to make the officer or employee liable for any fine or penalty provided under this Code for a failure to perform such a duty, unless the intention of the City Council to impose a fine or penalty on the officer or employee is specifically and clearly expressed in the Code provision creating the duty.

(Ord. 2017-06, 02-15-2017) (Ord. 1994-54, 11-08-1994)

1-4-7. Indigent defense.

When a penalty for a violation of the City Code includes any possibility of imprisonment, Tooele City will provide legal counsel to an indigent accused as required by the United States Constitution, the Utah Constitution, and the Utah Code.

TOOELE CITY CORPORATION

ORDINANCE 2018-09

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING TOOELE CITY CODE SECTIONS 3-4-5 AND 3-4-6 REGARDING PERMISSIBLE DATES FOR THE SALE AND DISPLAY OF FIREWORKS.

WHEREAS, by Ordinance 2012-14, the City Council amended the City Code to comply with new Utah statutes regarding the dates on which fireworks may be displayed; and,

WHEREAS, House Bill 38 of the 2018 legislative session narrowed the dates on which fireworks may be sold and displayed (see Exhibit A); and,

WHEREAS, it is necessary to harmonize the City Code with the State Code on the matter of fireworks sales and display, in which matter the City is pre-empted from enacting different regulations:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code §3-4-5 and §3-4-6 are hereby amended to harmonize the dates of fireworks sales and display with the Utah Code, as shown in the attached Exhibit B.

This Ordinance 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 Ordinance is passed by the Tooele City Council this ____ day of _____, 2018.

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

House Bill 38 (2018; excerpts)

Exhibit B

Amendments to §3-4-5 and §3-4-6

FIREWORKS RESTRICTIONS

2018 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: James A. Dunnigan

Senate Sponsor: Jani Iwamoto

LONG TITLE

General Description:

This bill amends provisions related to the permissible discharge of fireworks.

Highlighted Provisions:

This bill:

- ▶ amends and clarifies the dates on which a person may legally discharge fireworks;
- ▶ increases the criminal fine for discharging fireworks outside of permitted dates and times;
- ▶ clarifies when a municipality may prohibit a person from discharging fireworks;
- ▶ increases the areas within which a municipality or the state forester may prohibit the discharge of fireworks;
 - ▶ in certain situations, requires local governments and the state forester to create and provide maps identifying areas in which fireworks are prohibited due to hazardous environmental conditions;
 - ▶ requires retailers that sell fireworks to display:
 - maps a county provides indicating areas within the county in which fireworks are prohibited due to hazardous environmental conditions; and
 - signs regarding permissible discharge dates and times and certain criminal penalties;
 - ▶ prohibits the state forester from limiting or restricting the discharge of fireworks within municipal boundaries;
 - ▶ imposes civil liability when certain fireworks discharge causes a fire; and
 - ▶ makes technical and conforming changes.

170 Subsection 404.2.2(4) posted.

171 (C) The building is not classified a high-rise building.

172 (D) The building does not contain hazardous materials over the allowable quantities by
173 code."

174 Section 4. Section 53-7-221 is amended to read:

175 **53-7-221. Exceptions from Utah Fireworks Act.**

176 (1) Sections 53-7-220 through 53-7-225 do not apply to class A, class B, and class C
177 explosives that are not for use in Utah, but are manufactured, stored, warehoused, or in transit
178 for destinations outside of Utah.

179 (2) Sections 53-7-220 through 53-7-225 do not supersede Section 23-13-7, regarding
180 use of fireworks and explosives by the Division of Wildlife Resources and federal game agents.

181 (3) Section 53-7-225 does not supersede Section 65A-8-212 regarding the authority of
182 the state forester to close hazardous areas.

183 Section 5. Section 53-7-225 is amended to read:

184 **53-7-225. Times for sale and discharge of fireworks -- Criminal penalty --**
185 **Permissible closure of certain areas -- Maps and signage.**

186 (1) ~~[This]~~ Except as provided in Section 53-7-221, this section [supercedes] supersedes
187 any other code provision regarding the sale or discharge of fireworks.

188 (2) A person may sell class C common state approved explosives in the state as
189 follows:

- 190 (a) beginning on June ~~[23]~~ 24 and ending on July ~~[27]~~ 25;
- 191 (b) beginning on December 29 and ending on December 31; and
- 192 (c) two days before and on the Chinese New Year's eve.

193 (3) ~~[Except as provided in Subsection (5), a county or municipality may not prohibit~~
194 ~~any person from discharging]~~ A person may not discharge class C common state approved
195 explosives in the state except as follows:

- 196 (a) between the hours of 11 a.m. and 11 p.m., except that on July 4 and July 24, the
197 hours are 11 a.m. to midnight:

- 198 (i) beginning on July [~~1~~] 2 and ending on July [~~7~~] 5; and
199 (ii) beginning on July [~~21~~] 22 and ending on July [~~27~~] 25;
- 200 (b) (i) beginning at 11 a.m. on December 31 and ending at 1 a.m. on the following day;
201 or
- 202 (ii) if New Year's eve is on a Sunday and the [~~local governmental jurisdiction~~] county,
203 municipality, or metro township determines to celebrate New Year's eve on the prior Saturday,
204 then [~~it is lawful to discharge Class~~] a person may discharge class C common state approved
205 explosives on that prior Saturday within the county, municipality, or metro township; and
- 206 (c) beginning at 11 a.m. on the Chinese New Year's eve and ending at 1 a.m. on the
207 following day.
- 208 (4) A person [~~who violates the time restrictions stated in Subsection (3)(a), (b), or (c)]~~
209 is guilty of an infraction[-], punishable by a fine of up to \$1,000, if the person discharges a
210 class C common state approved explosive:
- 211 (a) outside the legal discharge dates and times described in Subsection (3); or
212 (b) in an area in which fireworks are prohibited under Subsection 15A-5-202.5(1)(b).
- 213 (5) (a) Except as provided in Subsection (5)(b) or (c), a county, a municipality, a metro
214 township, or the state forester may not prohibit a person from discharging class C common
215 state approved explosives during the permitted periods described in Subsection (3).
- 216 (b) (i) As used in this Subsection (5)(b), "negligent discharge":
217 (A) means the improper use and discharge of a class C common state approved
218 explosive; and
- 219 (B) does not include the date or location of discharge or the type of explosive used.
- 220 (5) (ii) A [~~county or~~] municipality or metro township may prohibit [~~any person from~~
221 ~~discharging~~];
- 222 (A) the discharge of class C common state approved explosives[-(a) as provided] in
223 certain areas with hazardous environmental conditions, in accordance with Subsection
224 15A-5-202.5(1)(b); or
- 225 (B) in accordance with a municipal ordinance prohibiting

CHAPTER 4. FIREWORKS

- 3-4-1. Short title.
- 3-4-2. Definitions.
- 3-4-3. Sale or use of unauthorized fireworks unlawful.
- 3-4-4. Enforcement - Seizure of fireworks sold unlawfully - Revocation of license.
- 3-4-5. Time for sale of fireworks.
- 3-4-6. Dates and time for use of fireworks.
 - 3-4-6.1. 2002 Winter Olympics
- 3-4-7. Business license required.
- 3-4-8. Business license application.
- 3-4-9. License approval or denial.
- 3-4-10. Display of business license and sales tax license.
- 3-4-11. General requirements.
- 3-4-12. Indoor sales.
- 3-4-13. Temporary stands and trailers.
- 3-4-14. Repealed. (Ord. 97-05, 02-05-97)
- 3-4-15. Display Fireworks.
- 3-4-16. Permits for display fireworks or pyrotechnic displays inside public buildings.
- 3-4-17. Appeal
- 3-4-18. Limitation.

3-4-1. Short title.

This act shall be known and may be cited as the "Tooele Fireworks Act." (Ord. 88-24, 08-03-88)

3-4-2. Definitions.

The definitions in Utah Code §53-7-202, as amended, apply to this act. (Ord. 2010-13, 10-06-10); (Ord. 88-24, 08-03-88)

3-4-3. Sale or use of unauthorized fireworks unlawful.

Except as provided hereafter, it is unlawful for any person or entity to sell, offer for retail sale, or discharge within the limits of Tooele City any fireworks other than Class C common state approved explosives. Any person or entity who is found in violation of this section is guilty of a class B misdemeanor (Ord. 2011-12, 06-15-11); (Ord. 2010-13, 10-06-10); (Ord. 97-05, 02-04-97); (Ord. 88-24, 08-03-88)

3-4-4. Enforcement - Seizure of fireworks sold unlawfully - Revocation of license.

(1) Every Tooele City officer charged with the enforcement of state and municipal laws including all fire enforcement officials and the division of public safety is charged with responsibility to enforce this act.

(2) Fireworks sold or offered for sale in violation of this chapter may be seized and destroyed and the license of the person selling or offering fireworks for

sale may be revoked, without refund of license fee or bond. (Ord. 88-24, 08-03-88)

3-4-5. Time for sale of fireworks.

Class C common state approved explosives may be sold each year beginning on June 24 ~~23~~ and ending on July 25 ~~24~~; beginning on December 29 and ending on December 31; and two days before and on the Chinese New Year's eve. (Ord. 2012-14, 05-16-12); (Ord. 2011-12, 06-15-11); (Ord. 2010-13, 10-06-10); (Ord. 88-24, 08-03-88)

3-4-6. Time for use of fireworks.

(1) Dates. Fireworks authorized by this act may be discharged each year beginning on July 24 and ending on July 27; beginning on July 22 ~~21~~ and ending on July 25 ~~24~~; on January 1 and December 31; and on the Chinese New Year's eve.

(2) Times. Fireworks authorized by this act shall not be discharged before 11 a.m. or after 11 p.m. on any given day, except that fireworks may be displayed

(A) on December 31 after 11 p.m. through 1:00 a.m. on January 1,

(B) from 11 a.m. on the Chinese New Year's eve through 1:00 a.m. on the following day,

(C) on July 4, from 11 a.m. to midnight, and

(D) on July 24, from 11 a.m. to midnight.

(3) Violation. A person discharging or displaying fireworks in violation of this section is guilty of an infraction.

(Ord. 2012-14, 05-16-12); (Ord. 2011-15, 08-17-11); (Ord. 2011-12, 06-15-11); (Ord. 2010-13, 10-06-10); (Ord. 88-24, 08-03-88)

3-4-6.1. 2002 Winter Olympics. Repealed.

(Ord. 2010-13, 10-06-10); (Ord. 2002-04, 01-23-02)

3-4-7. Business license required.

No person shall offer for sale or sell at retail any fireworks authorized by this act without first having obtained a Tooele City Business License pursuant to section 3-4-8.

(Ord. 2010-13, 10-06-10); (Ord. 88-24, 08-03-88)

3-4-8. Business license application.

All applications for a license to sell, store or handle fireworks authorized by this act shall:

(1) be made in writing accompanied by a fee of \$350 per stand, per year, which fee shall apply to business operations maintained for the sale of fireworks, and which fee shall be paid in addition to any and all other required business license fees;

(2) set forth the proposed location of the fireworks stand;

(3) include for delivery to the City Recorder insurance certificates evidencing public liability coverage in favor of the applicant or the licensee in the

TOOELE CITY CORPORATION

RESOLUTION 2018-43

A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PORTER'S PLACE SUBDIVISION.

WHEREAS, Tooele City previously approved a subdivision final plat for Porter's Place subdivision; and,

WHEREAS, Tooele City Code §7-19-35 requires that public improvements constructed in connection with an approved subdivision be accepted by Resolution of the City Council following verification by the City Engineer or the Director of Public Works and Community Development that all the public improvements have been satisfactorily completed in accordance with the approved engineering plans and specifications and City standards; and,

WHEREAS, the required verification associated with the subject project has been provided by way of the Certificate of Completion of Public Works attached as Exhibit A; and,

WHEREAS, Lazarus Investments, LLC has a proper bond agreement with Tooele City to cover the one-year warranty period for the public improvements:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the completed public improvements associated with the Porter's Place subdivision are hereby accepted, and that the one-year warranty period shall begin as of the date of this Resolution.

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

Approved this ____ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

_____	_____
-------	-------

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

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

Exhibit A

Certificate of Completion of Public Works

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



Certificate of Completion of Public Works

(Start of One-Year Warranty)

Date: 06/13/2018

Permit No: P18-327	Public Work Elements*	Completed	Not Required
Project Name: Porter's Place Subdivision	Culinary Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Address: 600 South Coleman	Secondary Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tooele, UT 84074	Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Storm Drain / Pond	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Roads	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner/Developer: Maureen Brandon	Curb & Gutter	<input type="checkbox"/>	<input checked="" type="checkbox"/>
552 Elk Meadow Loop	Sidewalk	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tooele, UT 84074	Street Lights	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Landscaping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Other:		

* Note: The above Public Work Elements are general in nature. See Public Works for detailed descriptions and comments:

Based upon review of documentation provided by the Developer/Owner, inspection records on file with the Community Development Department and upon site review, all public improvements for the above referenced project have been satisfactorily completed in accordance with the approved construction plans and specifications and Tooele City Standards. It is hereby recommended that the one year warranty period commence for this project. Responsibility for maintenance and protection of all public work items remains with the Developer/Owner during the warranty period.

Recommended By	Title	Date
	Civil Inspector	06/13/2018
	City Engineer	6/13/18
	Community Development / Public Works	6/13/18

Acknowledged and Accepted _____
 City Council, Chair _____
 Date _____

Scheduled Date for End of Warranty Final inspection: 06/13/2019

Salt Lake City Storm Drain

Art Manual



Public
Utilities



Contents:

- I. Introduction
 - What is Storm Water and Where Does it Go?
 - Raising Awareness of Urban Runoff through Art
- II. Getting Started
- III. Planning
 - Apply
 - Outline Your Vision
 - Gather Your Team
 - Scout Storm Drains
 - Budget
- IV. Training
- V. Painting
- VI. Wrap Up
- VII. Acknowledgements

I. Introduction

What is Storm Water and Where Does it Go?

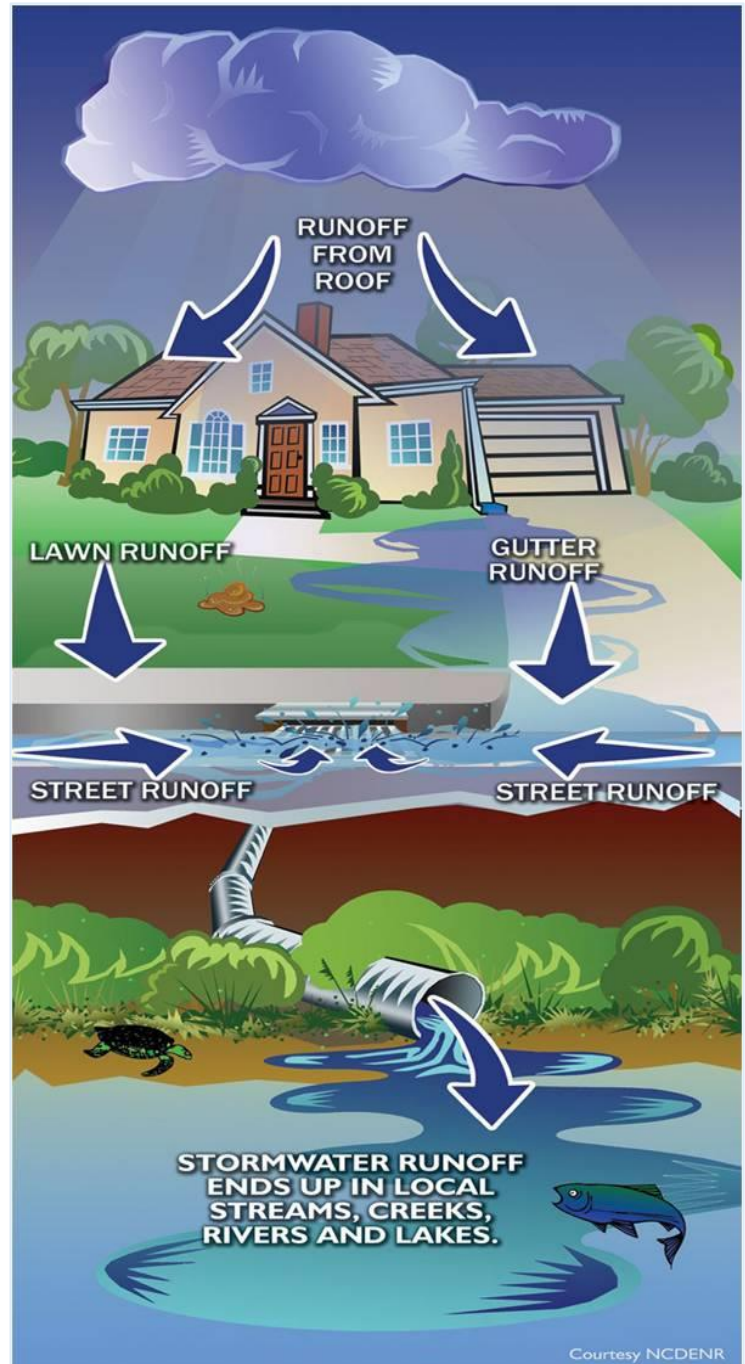
Storm water is mainly rain and snow melt. Storm water runoff occurs when rain or snowmelt flows over impervious surfaces such as streets, sidewalks and rooftops collecting a variety of pollutants such as lawn clippings, leaves, fertilizers, pet waste, and deicers. These pollutants can cause harmful algae blooms (HABs) that harm the aquatic ecosystem and contribute to other environmental issues.

Raising Awareness of Urban Runoff through Art

Urban storm water runoff is one of the main sources of pollution in our waterways. The goal of the storm drain art program is to raise public awareness of urban runoff and the importance of preventing pollutants from entering storm drains.

Storm drain murals that show characteristics of Utah's waterways such as native birds, fish and vegetation etc. will remind us all to be more aware of what goes down our storm drains and will provide a non-invasive message discouraging pollution.

Storm drain art murals will be a fun, creative way to not only beautify Salt Lake City, but to also raise public awareness that what enters a storm drain will flow into our local lakes, rivers and streams.



Graphic depicting how stormwater picks up pollutants and delivers them right to our waterways.

II. Getting Started



Getting Started:

When beginning your storm drain art project, it is important to ask yourself the following questions:

- Who do I get permission from to paint storm drains?
- What are my goals and who is the target audience?
- Is the theme going to send a clear message about storm water pollution prevention?
- What kind of paint can I use?
- Will I need to partner with anyone?
- Where will your project take place?
- What is your project? Will you be stenciling? Or painting a mural?
- When will you begin? Spring? Summer? Fall?
- How do I submit my project? (see attached application)

Once the City approves your project you can use this manual guide to complete your project.

III. Planning

Outline your Vision:

The first step is to decide if you will be stenciling or creating a mural.

Stenciling is a good option for quick projects because it requires less planning than a mural. Stencils are premade detracting from the creativity of the project. Murals are a good option because they allow for more creativity. However, murals require a lot of planning and your design will need to be approved by the city.



Gustavo Lira finishing up one of the first storm drain murals in St. Paul Minnesota.
<http://www.parkbugle.org/a-colorful-mural-teaches-a-valuable-lesson-about-our->

Storm Drain Murals:

- Requires more planning
- Allows for creativity
- Requires artistic ability

Stencils

- Requires less planning
- Can paint multiple storm drains
- Easier than a mural



Storm drain stenciling in St. Paul Minnesota.
<https://www.twincities.com/2014/10/10/friends-of-the-mississippi-project-puts-spray-paint-to-good-use/>

III. Planning

Gather Your Team:

After your project is approved by the City and you have a clear vision of your project, it is time to gather your team. It may be a youth group, after school program or just a group of friends looking to beautify the neighborhood and promote storm water awareness. Designate one of the team members to be the team leader. The team leader will work with the City program coordinator, attend storm drain art training session and oversee the project through its completion.

Scout the Storm Drains:

Choosing a storm drain is a very important step in completing your project. Choose an area with a lot of foot traffic such as downtown, near shopping malls or near a public park. Remember the more people who see your artwork the better! Print out a map of Salt Lake City storm drain system* and bring it with you on your walking tour.



Painting storm drains in Sioux Falls.
<http://kelo.com/news/articles/2016/jun/09/storm-drain-artists-at-work-downtown/>



*Contact Salt Lake City Public Utilities and we will send you a map of the area you're interested in!

III. Planning

Budget:

Make sure that you secure the funds to complete your project!

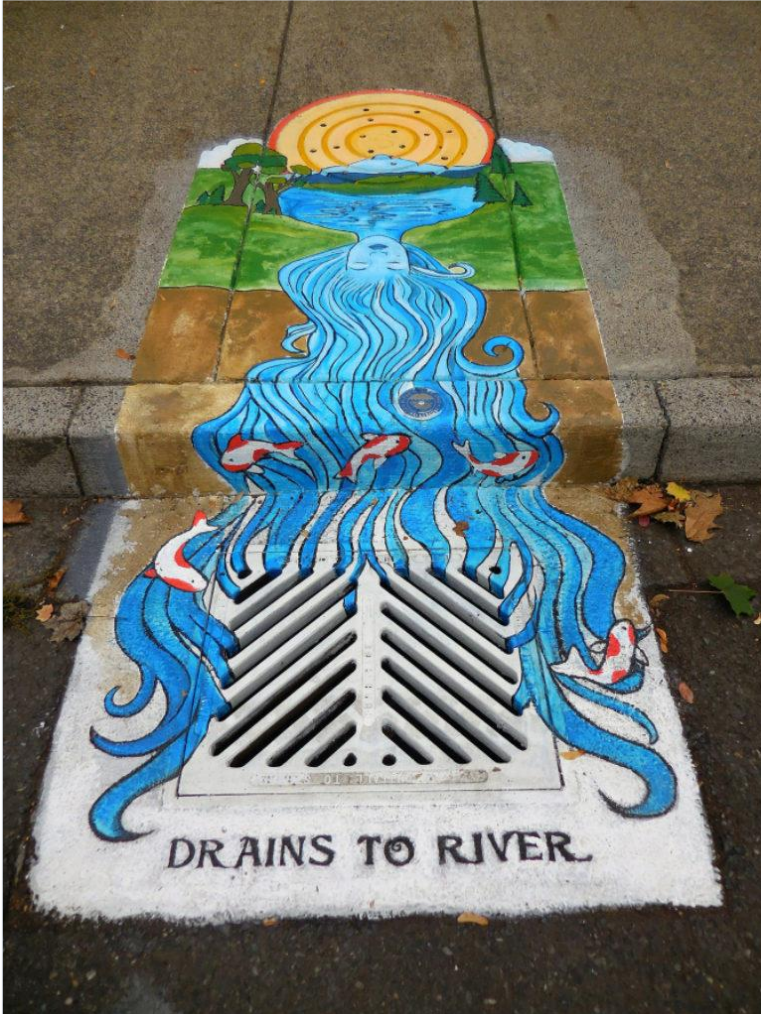
Supply List:

Salt Lake City Art Kit:

- Storm drain stencil
- Reflective vests

Please provide your own:

- Spray paint (for stencil projects) or Traffic Paint (for murals).
- Cardboard, waste bags etc. (for overspray protection)
- Personal protective Equipment (PPE)
- Trash bags



Example of a storm drain mural done by Rachel Stahlman and Sabra Morin in Vancouver. <http://www.columbian.com/news/2016/oct/19/watersheds-alliance-local-artists-paint-storm-drains/>

IV. Training

Now that you have assembled your team and your project has been accepted, it's time to sign up for a free storm drain art training session with one of our stormwater experts. This training is only required for your team leader (all are members are encouraged to attend). However, it is essential that your team leader teaches the rest of the team the following:

- Proper stenciling technique.
- Storm drain protection.
- Waste disposal.
- Personal protective equipment (PPE).
- Traffic safety.



Storm drain mural in Burlington Vermont.

<http://www.essexreporter.com/perfect-storm-organization-seeks-conceptual-storm-drain-mural-designs/>

V. Painting

Now that you're ready to paint it is essential that you remember what our storm water team taught you. Before you start to paint secure the protective material around your workspace to protect the surrounding area from excessive paint.

Stenciling: If using spray paint and stencil, hold the canister 4-6 inches from the surface and apply the paint in a controlled manner. Be careful to not get any paint on the street or outside the painting area. Immediately clean up all spills. Take your time we want our storm drains to look beautiful!

Make sure you take care that no paint goes down the storm drain!



Storm drain art by Jessilyn Brinkerhoff in Springfield Oregon.
<http://www.springfield-or.gov/dpw/UpStreamArt.htm>

VI. Wrap Up



Storm drain art in Knoxville Tennessee.
<https://knoxcounty.org/news/news.php?id=709>

Feedback:

You have just made a wonderful difference in our City. It is essential that your beautiful storm drain art remains that way for as long as possible. Decide who is available to either adopt the storm drain, or make sure that the storm drain remains clean and beautiful for everyone to enjoy!

Once you've finished your storm drain mural or stencil project, we ask that you fill out Salt Lake City's Storm Drain Art Survey. Your feedback is extremely important in improving our program and ensuring that our waterways remain clean for everyone to enjoy.

STAFF REPORT

June 13, 2018

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

From: Planning Division
Community Development Department

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

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

BACKGROUND

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

ANALYSIS

Zoning. The property has been assigned the R1-7 Medium Density Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R 1-7 zoning district is (**MDR, R1-7, R1-8, and R1-10**) zone is to “provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City’s residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single family dwellings, two-family dwellings and multi-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.”

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

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

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

REVIEWS

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

1. That all requirements of the Tooele City Engineering and Public Works Divisions shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. Plans are to be stamped and signed by a professional engineer, registered in the State of Utah.

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

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

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

STAFF RECOMMENDATION

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

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

This recommendation is based on the following findings:

1. The proposed development plans meet the requirements and provisions of the Tooele City Code.
2. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
3. The proposed development conforms to the general aesthetic and physical development of the area.
4. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

To City Council

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

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

EXHIBIT A

ORDINANCE 2018-07

TOOELE CITY CORPORATION

ORDINANCE 2018-07

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Baker, Tooele City Attorney

EXHIBIT A

(Zoning Map)



EXHIBIT B

(Purchase Agreement)

REAL ESTATE PURCHASE AND SALE AGREEMENT

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

RECITALS

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. MISCELLANEOUS.

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

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

TO TOOELE CITY CORPORATION:

Mayor Patrick Dunlavy
90 North Main Street
Tooele, Utah 84074

TO PAR 4 ESTATES, LLC:

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

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

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

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

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

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

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

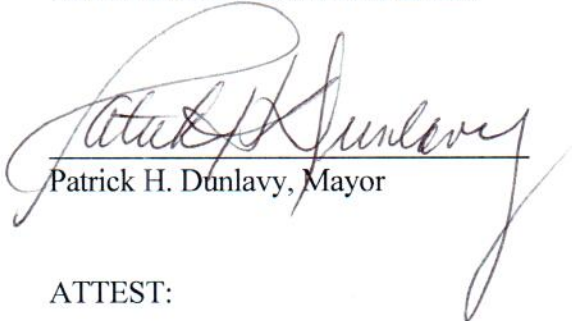
14.9 Section Headings: The section headings inserted in this Agreement are for convenience only. They shall not be construed to limit, enlarge, or otherwise affect the scope or intent of this Agreement or the meaning of any provision.

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

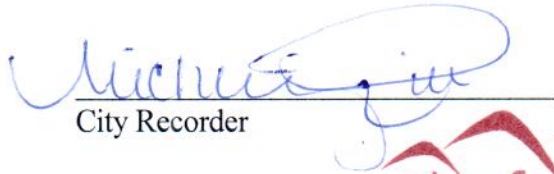
IN WITNESS WHEREOF, Purchaser and the City have placed their signatures.

SELLER:

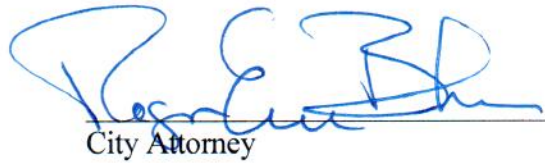
TOOELE CITY CORPORATION


Patrick H. Dunlavy, Mayor

ATTEST:


City Recorder

APPROVED AS TO FORM:


City Attorney



PURCHASER:

PAR 4 ESTATES, LLC

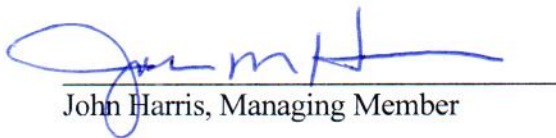

John Harris, Managing Member

Exhibit A

Illustration and Description of the Property and the Other Parcels

EARLY LEARNING CENTER BOUNDARY SURVEY

7TH STREET AND VINE STREET TOOELE, UTAH



SECTION 1
A portion of the east side of the Northbound Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Meridian, and the west side of the Northbound Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Meridian, are shown on the attached plat. The corners of the section are marked by monuments. The monument at the southeast corner is a 12 inch diameter concrete pipe, and the monument at the northeast corner is a 12 inch diameter concrete pipe. The monument at the northwest corner is a 12 inch diameter concrete pipe. The monument at the southwest corner is a 12 inch diameter concrete pipe. The monument at the southeast corner is a 12 inch diameter concrete pipe. The monument at the northeast corner is a 12 inch diameter concrete pipe. The monument at the northwest corner is a 12 inch diameter concrete pipe. The monument at the southwest corner is a 12 inch diameter concrete pipe.

SECTION 2
A portion of the east side of the Northbound Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Meridian, and the west side of the Northbound Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Meridian, are shown on the attached plat. The corners of the section are marked by monuments. The monument at the southeast corner is a 12 inch diameter concrete pipe, and the monument at the northeast corner is a 12 inch diameter concrete pipe. The monument at the northwest corner is a 12 inch diameter concrete pipe. The monument at the southwest corner is a 12 inch diameter concrete pipe. The monument at the southeast corner is a 12 inch diameter concrete pipe. The monument at the northeast corner is a 12 inch diameter concrete pipe. The monument at the northwest corner is a 12 inch diameter concrete pipe. The monument at the southwest corner is a 12 inch diameter concrete pipe.

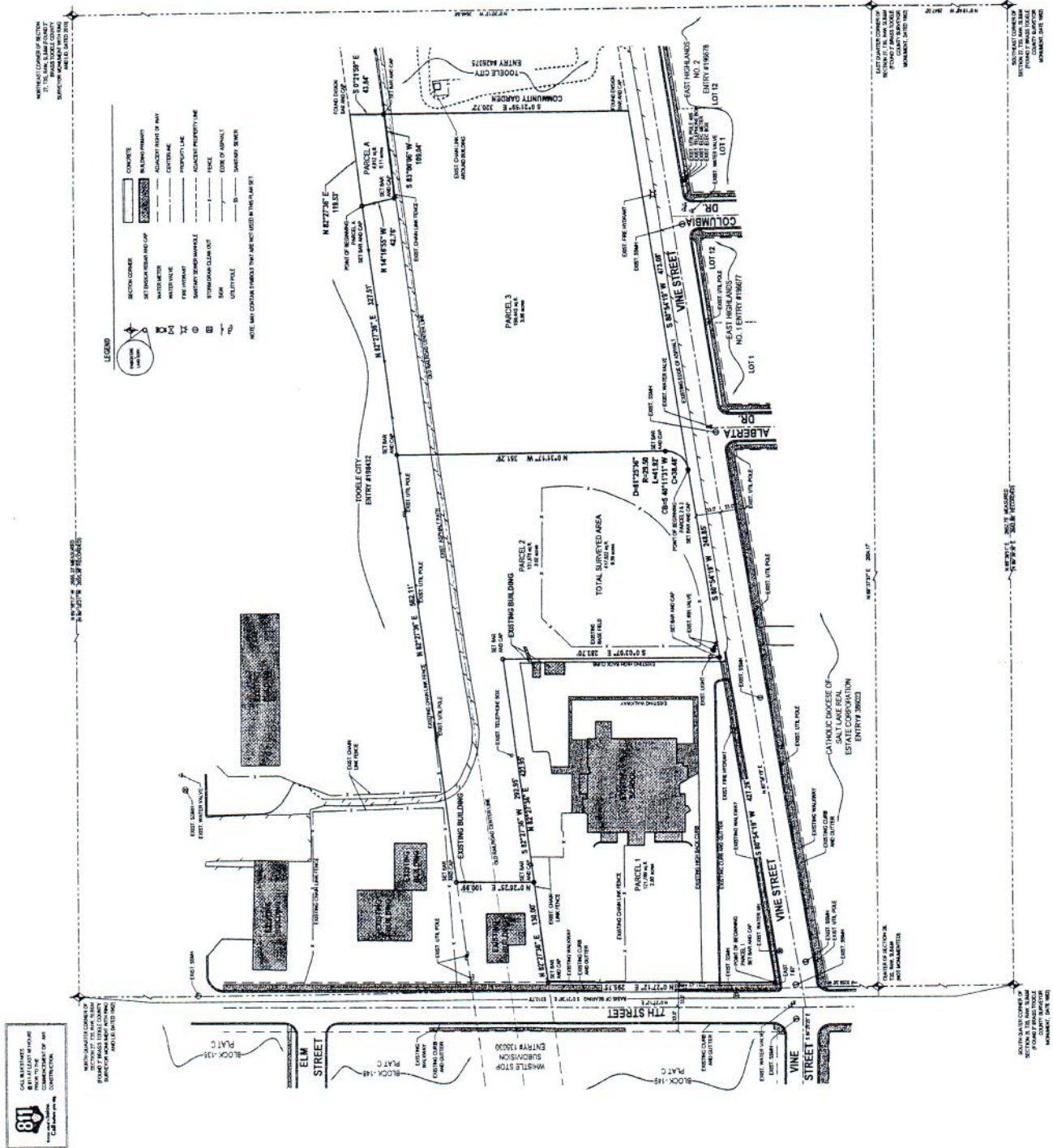
SECTION 3
A portion of the east side of the Northbound Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Meridian, and the west side of the Northbound Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Meridian, are shown on the attached plat. The corners of the section are marked by monuments. The monument at the southeast corner is a 12 inch diameter concrete pipe, and the monument at the northeast corner is a 12 inch diameter concrete pipe. The monument at the northwest corner is a 12 inch diameter concrete pipe. The monument at the southwest corner is a 12 inch diameter concrete pipe. The monument at the southeast corner is a 12 inch diameter concrete pipe. The monument at the northeast corner is a 12 inch diameter concrete pipe. The monument at the northwest corner is a 12 inch diameter concrete pipe. The monument at the southwest corner is a 12 inch diameter concrete pipe.

SECTION 4
A portion of the east side of the Northbound Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Meridian, and the west side of the Northbound Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Meridian, are shown on the attached plat. The corners of the section are marked by monuments. The monument at the southeast corner is a 12 inch diameter concrete pipe, and the monument at the northeast corner is a 12 inch diameter concrete pipe. The monument at the northwest corner is a 12 inch diameter concrete pipe. The monument at the southwest corner is a 12 inch diameter concrete pipe. The monument at the southeast corner is a 12 inch diameter concrete pipe. The monument at the northeast corner is a 12 inch diameter concrete pipe. The monument at the northwest corner is a 12 inch diameter concrete pipe. The monument at the southwest corner is a 12 inch diameter concrete pipe.

SECTION 5
A portion of the east side of the Northbound Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Meridian, and the west side of the Northbound Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Meridian, are shown on the attached plat. The corners of the section are marked by monuments. The monument at the southeast corner is a 12 inch diameter concrete pipe, and the monument at the northeast corner is a 12 inch diameter concrete pipe. The monument at the northwest corner is a 12 inch diameter concrete pipe. The monument at the southwest corner is a 12 inch diameter concrete pipe. The monument at the southeast corner is a 12 inch diameter concrete pipe. The monument at the northeast corner is a 12 inch diameter concrete pipe. The monument at the northwest corner is a 12 inch diameter concrete pipe. The monument at the southwest corner is a 12 inch diameter concrete pipe.



LOCATED IN THE NORTHEAST QUARTER
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE MERIDIAN
TOOELE, TOOELE COUNTY, UTAH



Parcel A

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

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

thence North 82°27'36" East 119.53 feet along said north line of the old railroad right-of-way to the recorded Tooele City Vine Street Minor Subdivision Entry #426075;

thence South 0°21'59" East 43.84 feet along said recorded plat, to an existing chainlink fence;

thence South 83°00'06" West 109.04 feet along said fence, to a corner thereof;

thence North 14°16'55" West 42.76 feet along said fence, to the Point of Beginning.

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



EXHIBIT C

(Rezone Petition)

Zoning, General Plan, & Master Plan Map Amendment Application

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



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

#2170115

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

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

Note to Applicant:

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

For Office Use Only			
Received By:	Date Received: 2/15/17 257711	Fees: 2,346.00	App. # 2170115

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH }
 }ss
COUNTY OF TOOELE }

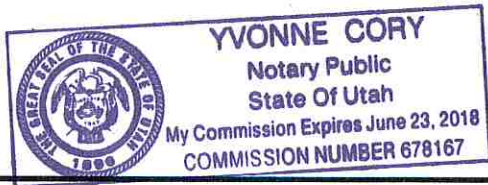
I/we, John Harris, being duly sworn, depose and say that I/we am/are the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my/our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

[Signature]

(Property Owner)

(Property Owner)

Subscribed and sworn to me this 15 day of February, 2017



[Signature]

(Notary)

Residing in Tooele County, Utah
My commission expires: 6/23/2018

AGENT AUTHORIZATION

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

(Property Owner)

(Property Owner)

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

(Notary)

Residing in _____ County, Utah
My commission expires: _____

BOUNDARY DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

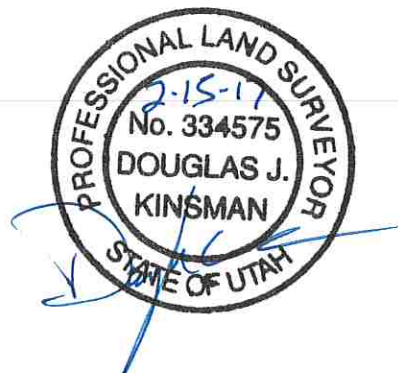
Contains 587,187 square feet or 13.48 acres.

FEBRUARY 15, 2017

Date

Douglas J. Kinsman

License no. 334575



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

Zoning Map

1. What is the present zoning of the property?

The present zoning of the property is R1-7.

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

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

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

The surrounding area is zoned R1-7.

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

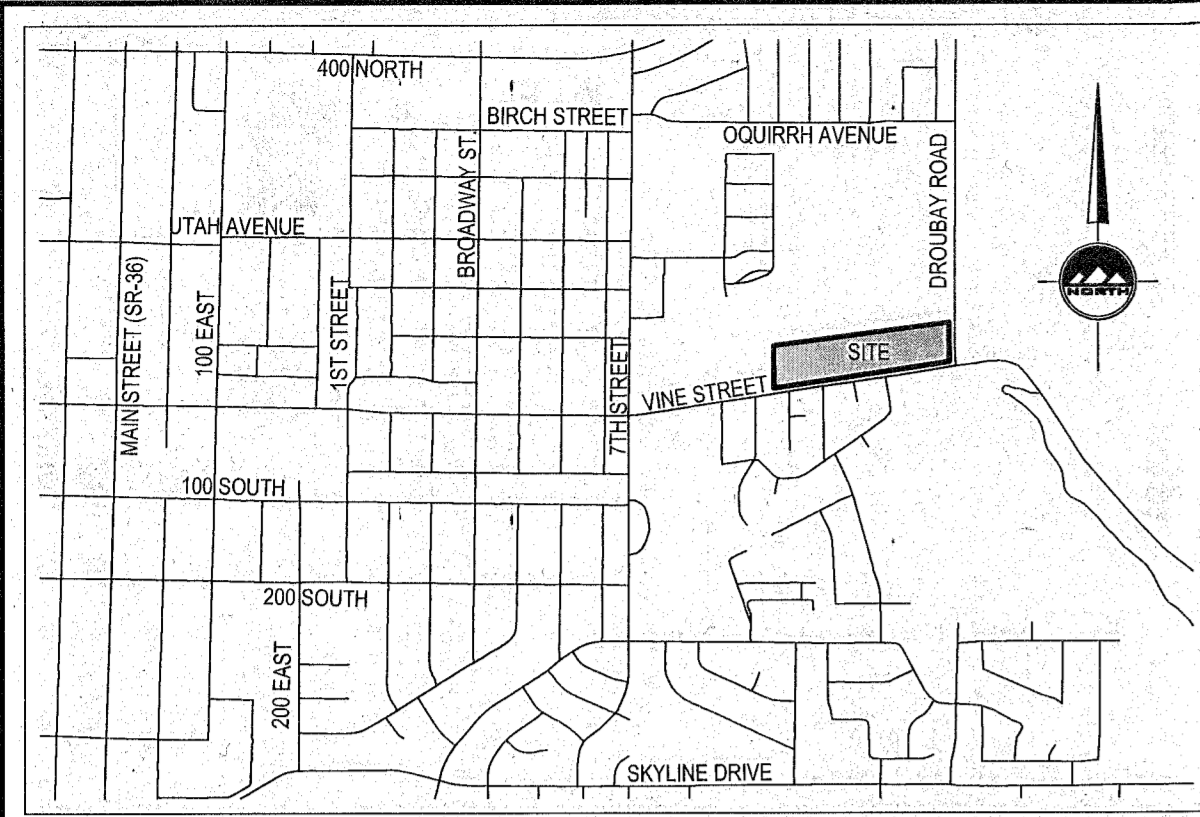
The subject property is currently not being used, it is all open space. This zoning change would allow us to keep more of it as open space.

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

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

EXHIBIT D

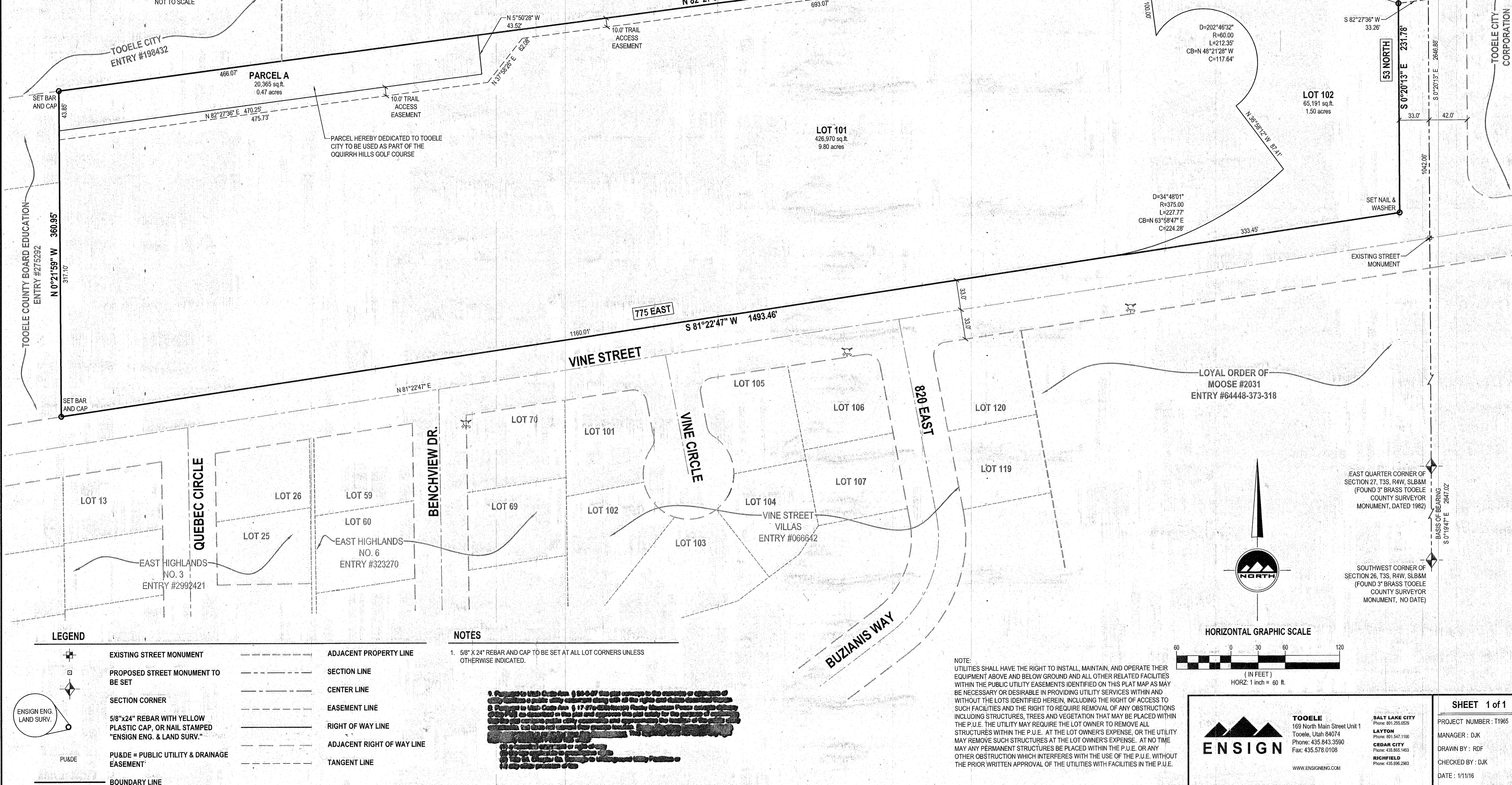
(Par 4 Estates Subdivision)



FINAL PLAT
TOOELE CITY VINE STREET MINOR SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 27,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
TOOELE, TOOELE COUNTY, UTAH

VICINITY MAP
NOT TO SCALE



SURVEYOR'S CERTIFICATE
I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 334575 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereinafter to be known as TOOELE CITY VINE STREET MINOR SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land, situated in the Northeast Quarter of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele, Utah, more particularly described as follows:
Beginning at a point located at the point of intersection of the westerly line of Droubay Road, a publicly dedicated road, and the southerly line of the old Tooele Valley Rail Road right-of-way, said point being North 0°20'13" West 1042.06 feet along the Section line and South 82°27'36" West 33.26 feet along said right-of-way from the found 3" brass Tooele County Surveyor's monument dated 1982 representing the Quarter Corner between Sections 27 and 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:
thence South 0°20'13" East 231.78 feet along said right-of-way, to the northerly right-of-way line of Vine Street, a publicly dedicated road;
thence South 81°22'47" West 1493.46 feet along said right-of-way;
thence North 0°21'59" West 360.95 feet to the southerly boundary of the Oquirrh Hills Golf Course;
thence North 82°27'36" East 1489.83 feet along said boundary, to the westerly line of said Droubay road;
thence South 0°20'13" East 100.81 feet along said westerly line, to the point of beginning.
Parcel contains: 512,526 square feet or 11.77 acres, 2 lots.

OWNER'S DEDICATION
Known all men by these presents that the undersigned are the owner(s) of the hereon described tract of land and hereby cause the same to be divided into lots and streets together with easements as set forth hereinafter to be known as:
TOOELE CITY VINE STREET MINOR SUBDIVISION
The undersigned owner(s) hereby dedicate to Tooele City all those parts or portions of said tract of land on said plat. The undersigned owner(s) also hereby convey to any and all public utility companies providing service to the hereon described tract a perpetual, non-exclusive easement over the streets and public utility easements shown on this plat, the same to be used for drainage and the installation, maintenance and operation of public utility service lines and facilities.

In witness whereof I / we have hereunto set my / our hand this _____ day of _____ A.D., 20____
By: Patrick H. Dunlavy, Mayor
By: _____
By: _____
By: _____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH J.S.S.
County of Tooele
On the _____ day of _____ A.D., 20____ PATRICK H. DUNLAVY
personally appeared before me, the undersigned Notary Public, in and for said County of TOOELE in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the MAYOR of TOOELE CITY CORPORATION and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Corporation by authority of a resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.
MY COMMISSION EXPIRES: _____ RESIDING IN _____ COUNTY, _____
NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH J.S.S.
County of Tooele
On the _____ day of _____ A.D., 20____
personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Corporation by authority of a resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.
MY COMMISSION EXPIRES: _____ RESIDING IN _____ COUNTY, _____
NOTARY PUBLIC

LEGEND

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT TO BE SET
- SECTION CORNER
- 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- P.U.&D. = PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- ADJACENT RIGHT OF WAY LINE
- TANGENT LINE

NOTES

- 5/8" X 24" REBAR AND CAP TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE INDICATED.

NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

ENSIGN
193 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435.843.3590
Fax: 435.578.0108
WWW.ENSIGNENGINERS.COM

SALT LAKE CITY
Phone: 801.252.0529

LAYTON
Phone: 801.543.1100

CEGAR CITY
Phone: 435.862.1463

RICHFIELD
Phone: 435.896.2963

TOOELE CITY COUNCIL APPROVAL

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

ATTEST: CITY RECORDER

SHEET 1 of 1

PROJECT NUMBER: T1965
MANAGER: DJK
DRAWN BY: RDF
CHECKED BY: DJK
DATE: 1/11/16

DEVELOPER
TOOELE CITY CORPORATION
90 NORTH MAIN STREET
TOOELE, UTAH 84074
435-843-2130

ROCKY MOUNTAIN POWER COMPANY

ROCKY MOUNTAIN POWER, A DIVISION OF PACIFICORP APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRICAL UTILITY SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ROCKY MOUNTAIN POWER AT 1-800-469-3981.

APPROVED THIS 14th DAY OF January, 2016, BY THE ROCKY MOUNTAIN POWER COMPANY.
Loa Baker, estimator

QUESTAR GAS COMPANY

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-368-8532.

APPROVED THIS 14 DAY OF Jan, 2016, BY THE QUESTAR GAS COMPANY.
Vade Sneed, Du Cord

TOOELE CITY COUNCIL APPROVAL

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

ATTEST: CITY RECORDER

TOOELE CITY VINE STREET MINOR SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 27,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
TOOELE, TOOELE COUNTY, UTAH.

COUNTY SURVEYOR DEPARTMENT

APPROVED THIS 13 DAY OF January, 2016, BY THE TOOELE COUNTY SURVEY DIRECTOR.
Paul B. Nelson

COUNTY HEALTH DEPARTMENT APPROVAL

APPROVED THIS 14th DAY OF JANUARY, 2016, BY THE TOOELE COUNTY HEALTH DEPARTMENT.
T. Slade

COUNTY TREASURER

APPROVED THIS 13 DAY OF January, 2016, BY THE TOOELE COUNTY TREASURER.
D. Sneed

CITY ATTORNEY'S APPROVAL

APPROVED AS TO FORM, THIS _____ DAY OF _____, 20____, BY THE TOOELE CITY ATTORNEY.

CITY ENGINEER'S APPROVAL

APPROVED AS TO FORM, THIS _____ DAY OF _____, 20____, BY THE TOOELE CITY ENGINEER.

COMMUNITY DEVELOPMENT APPROVAL

APPROVED AS TO FORM THIS _____ DAY OF _____, 20____, BY THE TOOELE CITY COMMUNITY DEVELOPMENT.

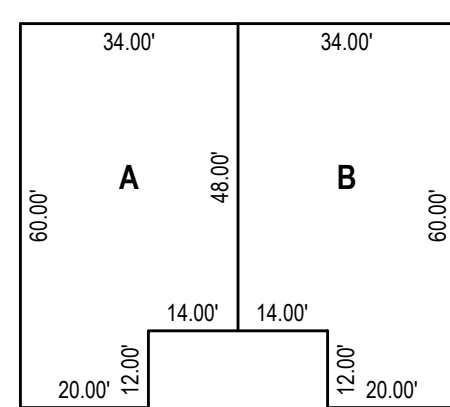
PLANNING COMMISSION APPROVAL

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

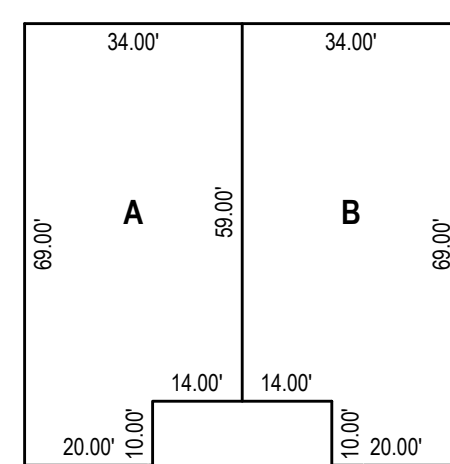
TOOELE COUNTY RECORDER

RECORDED IN _____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF _____
DATE: _____ TIME: _____
FEES _____ TOOELE COUNTY RECORDER

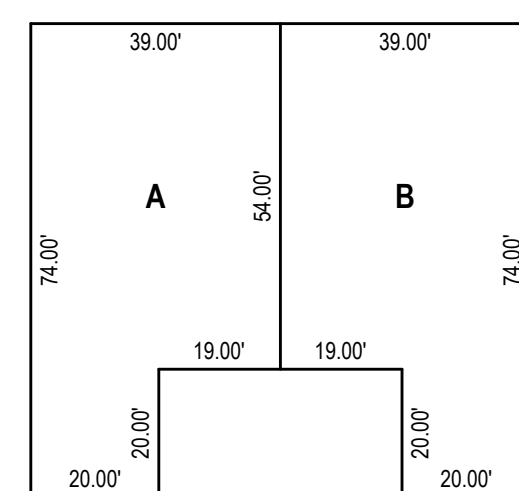
BUILDING EXAMPLES
(THESE ARE EXAMPLES ONLY, FINAL HOUSES MAY BE DIFFERENT)



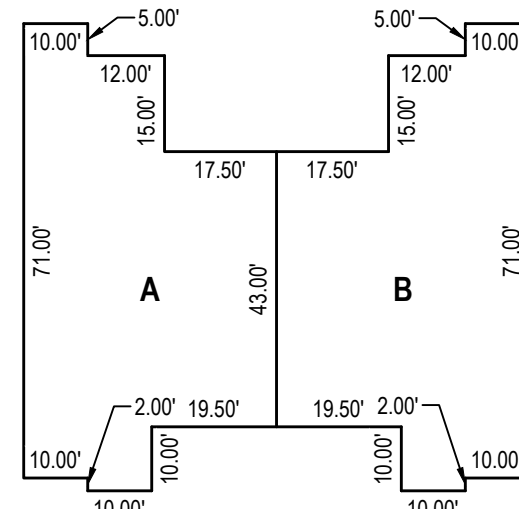
BUILDING TYPE 1



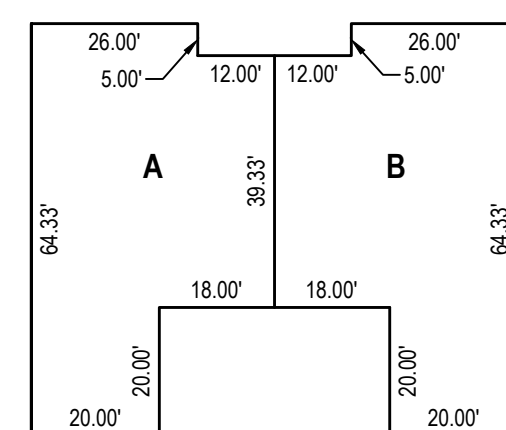
BUILDING TYPE 2



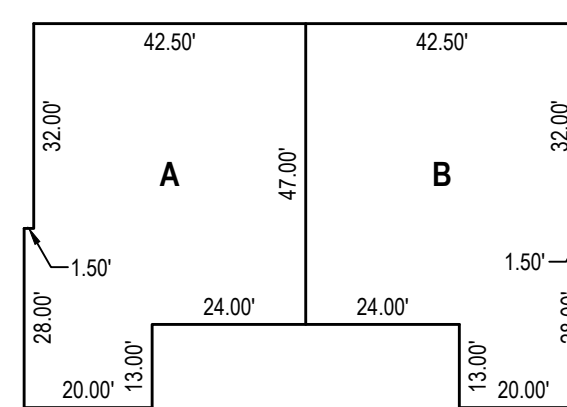
BUILDING TYPE 3



BUILDING TYPE 4



BUILDING TYPE 5



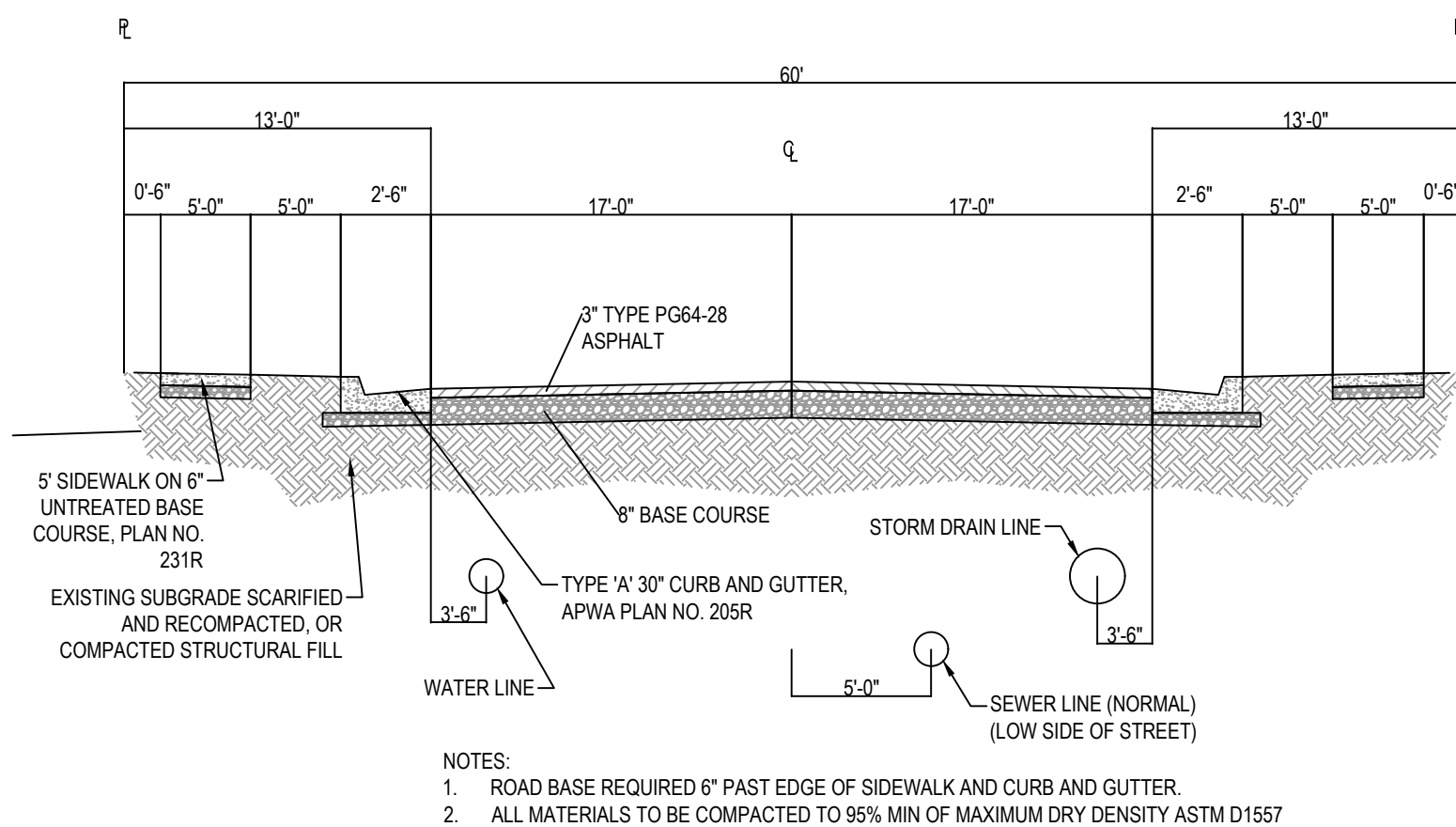
BUILDING TYPE 6

SITE DATA

1. TOTAL AREA:	587,187 sq. ft. 13.48 acres
2. PUBLIC RIGHT-OF-WAY AREA:	31,275 sq. ft. 0.72 acres
3. PRIVATE RIGHT-OF-WAY AREA:	98,136 sq. ft. 2.25 acres
4. MAXIMUM NUMBER OF PRIVATE UNITS ALLOWED; PRIVATE AREA (ACRE)x5	12.76 acres x 5 = 63.8
5. PRIVATE UNITS PROVIDED:	62
6. OPEN SPACE	3.42 acres

LEGEND

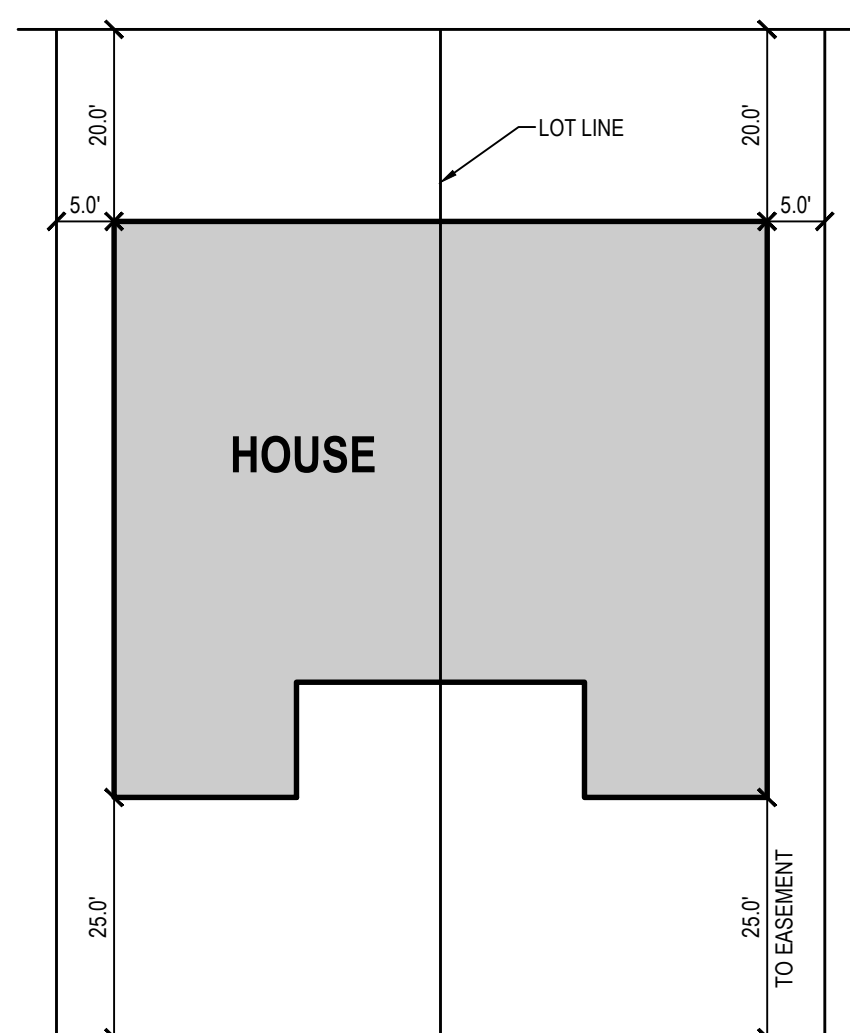
PUBLIC ROAD



- NOTES:
1. ROAD BASE REQUIRED 6" PAST EDGE OF SIDEWALK AND CURB AND GUTTER.
2. ALL MATERIALS TO BE COMPACTED TO 95% MIN OF MAXIMUM DRY DENSITY ASTM D1557

1 TYPICAL 60' ROAD CROSS SECTION
PUBLIC & PRIVATE

SCALE: NONE

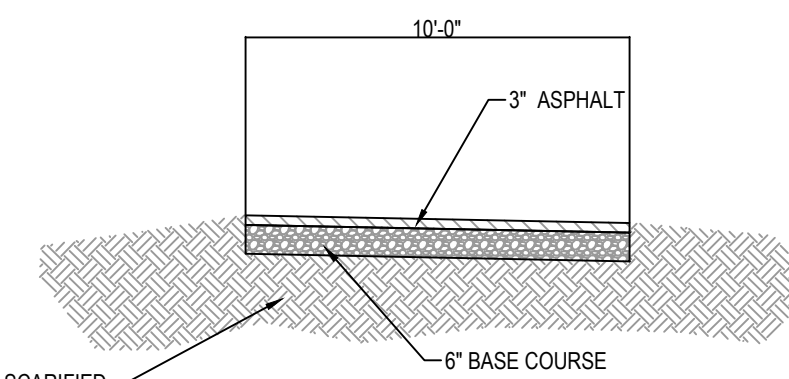


TYPICAL SETBACKS

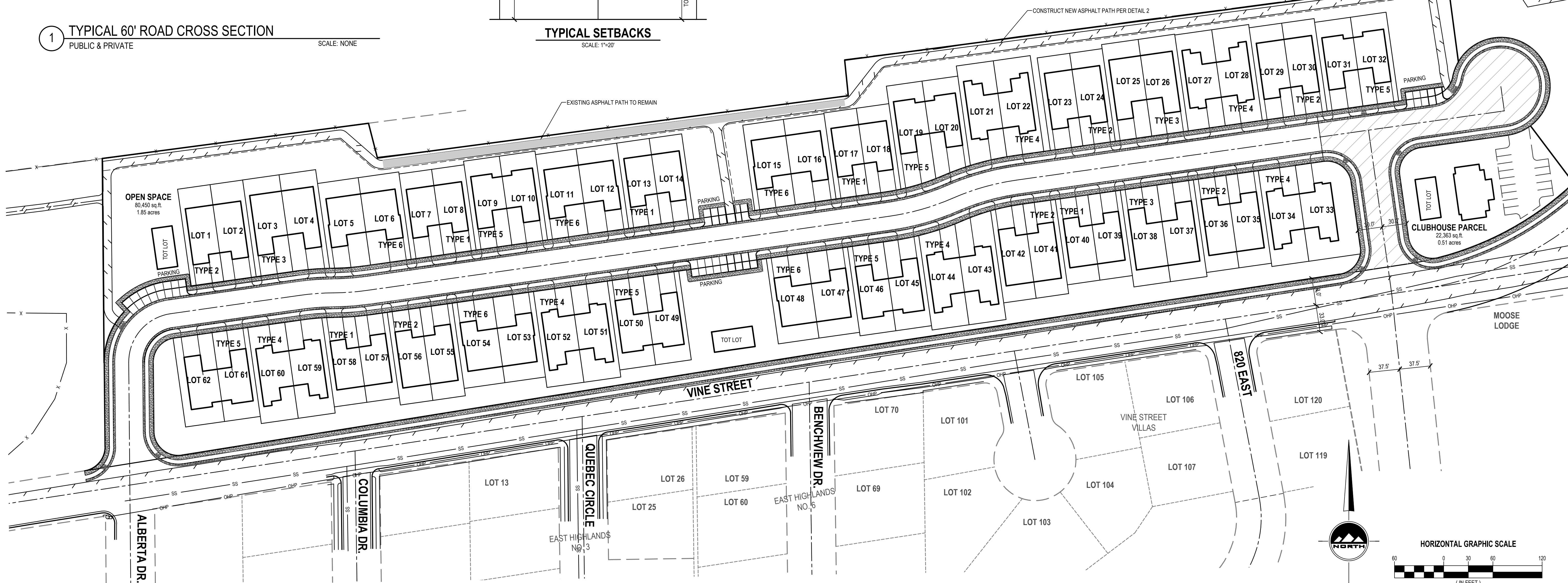
SCALE: 1"=20'

2 TYPICAL ASPHALT PATH

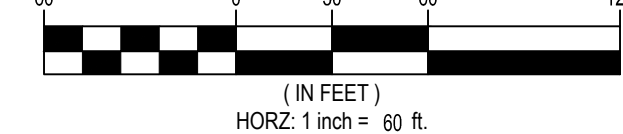
SCALE: NONE



- NOTES:
1. ALL MATERIALS TO BE COMPACTED TO 95% MIN OF MAXIMUM DRY DENSITY ASTM D1557



HORIZONTAL GRAPHIC SCALE



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

SALT LAKE CITY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
PAR FORE ESTATES, LLC
272 NORTH BROADWAY
TOOELE, UT 84074
CONTACT:
JOHN HARRIS
PHONE: 435-833-0130

PAR 4 ESTATES SUBDIVISION

VINE STREET & DROUBAY ROAD
TOOELE, UTAH

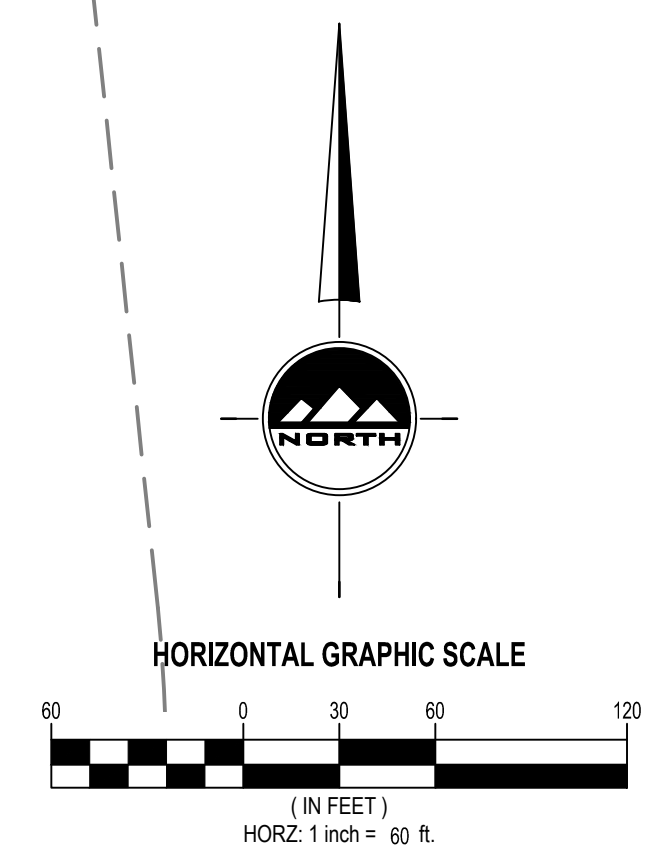
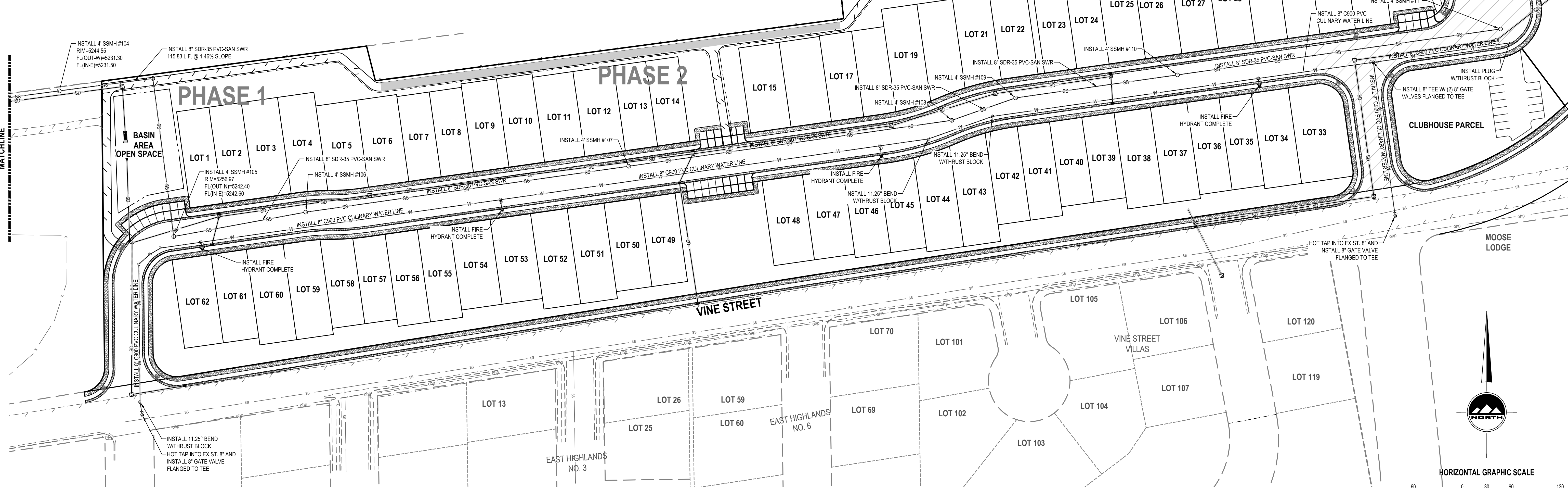
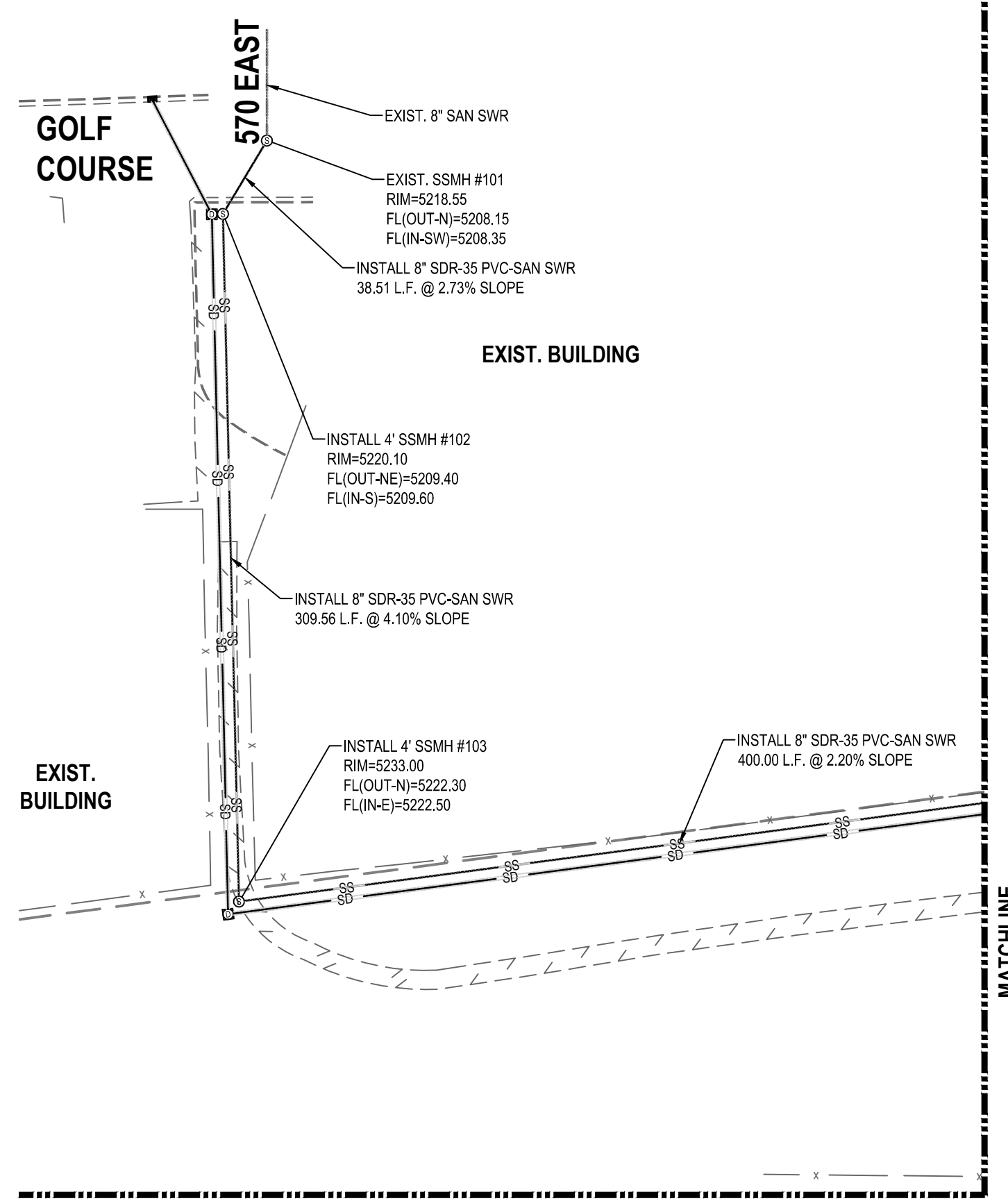
CONCEPT

CONCEPT RE-ZONE

PROJECT NUMBER: T1965A
PRINT DATE: 3/22/18
DRAWN BY: R. FISH
CHECKED BY: D. KINSMAN
PROJECT MANAGER: D. KINSMAN

811
 CALL BLUESTAKES
 @ 811 AT LEAST 48 HOURS
 PRIOR TO THE
 COMMENCEMENT OF ANY
 CONSTRUCTION.
 Know what's below.
 Call before you dig.

BENCHMARK
 EAST QUARTER CORNER OF SECTION 27, T3S,
 R4W, S18M (FOUND 3" BRASS TOOELLE
 COUNTY SURVEYOR MONUMENT, DATED 1982)
 ELEVATION = 5384.73



- GENERAL NOTES**
- ALL WORK TO COMPLY WITH THE TOOELLE CITY'S STANDARDS AND SPECIFICATIONS.
 - ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
 - ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
 - THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
 - EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
 - ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER TOOELLE CITY OR APWA STANDARD PLANS AND SPECIFICATIONS.
 - THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL TOOELLE CITY'S STANDARDS AND SPECIFICATIONS.
 - NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
 - ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
 - THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

ENSIGN
 THE STANDARD IN ENGINEERING

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

SALT LAKE CITY
 Phone: 801.255.0529

LAYTON
 Phone: 801.547.1100

CEDAR CITY
 Phone: 435.865.1453

RICHFIELD
 Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
 PAR FORE ESTATES, LLC
 272 NORTH BROADWAY
 TOOELLE, UT 84074

CONTACT:
 JOHN HARRIS
 PHONE: 435-833-0130

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

CONCEPT

UTILITY PLAN

PROJECT NUMBER: T1965A
 PRINT DATE: 3/22/18
 DRAWN BY: R. FISH
 CHECKED BY: D. KINSMAN
 PROJECT MANAGER: D. KINSMAN

2 of 2

STAFF REPORT

July 5, 2018

To: Tooele City Planning Commission
Business Date: July 11, 2018

From: Planning Division
Community Development Department

Prepared By: Jim Bolser, Director

Re: Copper Canyon Subdivision, Phase 6 – Preliminary Plan Request

Application No.: P18-256
Applicant: Parker McGarvey, representing Bach Homes
Project Location: Approximately 500 West Tooele Boulevard
Zoning: R1-7 PUD Residential Zone
Acreage: Approximately 8.78 Acres (Approximately 382,450 ft²)
Request: Request for approval of a Preliminary Plan in the R1-7 PUD Residential zone for a 33-lot subdivision phase.

BACKGROUND

This application is a request for approval of a Preliminary Plan for approximately 8.78 acres located on the south side of Tooele Boulevard, at approximately 500 West. The property is currently zoned R1-7 PUD Residential. The applicant is requesting that a Preliminary Plan be approved to allow for the development of the currently vacant site as a 33-lot phase of the Copper Canyon Subdivision.

ANALYSIS

Subdivision Layout. The proposed subdivision contains 33 lots, none of which have direct frontage onto the extension of Tooele Boulevard that will be constructed with this proposal. That extension of Tooele Boulevard makes up an additional 620 feet of right-of-way from its current western terminus. The proposed subdivision contains lots ranging from 6,000 ft², which is the minimum lot area allowable within the approved PUD designation for the overall Copper Canyon development according to the development agreement for the project, to the largest lot in the phase of 10,308 ft². This phase of the overall development lays out in two linear strips. The first strip runs generally north and south along the west boundary of the existing Phase 3 with a row of lots on either side of the proposed Galena Drive right-of-way. At the south end of the proposed Galena Drive is a stub of Dolomite Road which will be extended to tie into a future phase of the development. At the north end of the proposed Galena Drive is an extension of Diamante Lane running generally northeast to southwest with a row of lots on either side. The northern boundary of this proposed phase is the extension of Tooele Boulevard. At the southern end of the proposed Galena Drive is a 20-foot wide utility easement and open space access (identified as Parcel A) to the open space corridor that runs along the south side of Phase 3, this proposed phase (identified as Parcel B), and generally down the middle of the overall development.

Fencing. The northernmost lots of this proposed phase will have double frontage lot treatments for fencing along their property boundary with Tooele Boulevard that is consistent with what has been installed for prior phases bordering Tooele Boulevard.

Criteria For Approval. The criteria for review and potential approval of a Preliminary Plan request is found in Sections 7-19-8 and 9 of the Tooele City Code. Section 7-19-8 reads in part:

- (3) Planning Commission Review. Prior to Planning Commission review, the applicant shall deliver copies of the proposed preliminary plan to the Community Development Department that demonstrates a signed review by, and any comments from, the Tooele Post Office, Tooele County School District, County Surveyor, County Recorder, and Health Department.
 - (a) The Planning Commission shall approve, approve with conditions, or disapprove the proposed preliminary plan and submit its recommendation to the City Council.
 - (b) If the Planning Commission finds that changes, additions, or corrections are required on the preliminary plan, the Commission shall so advise the applicant on the record in a public meeting or in writing. The applicant may resubmit the preliminary plan to the Commission without paying an additional fee. The Commission shall approve, approve with conditions, or disapprove the revised preliminary plan and submit its recommendations in writing to the City Council.
- (4) City Council Review. The City Council shall accept, accept with conditions, or reject [the preliminary] plan within a reasonable time following the action of the Planning Commission.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Preliminary Plan submission and has issued a recommendation for approval for the request with the following proposed comments:

1. The landscaping that will be installed on Parcels “A” and “B” be consistent with the terms of the development agreement and be approved by the Tooele City Parks and Recreation Director prior to or as a part of the acceptance of public improvements by the City Council.
2. All construction of public improvements within the phase needs to be done in conformance to all regulations and requirements of the Tooele City Public Works Department.
3. All construction of public improvements within the phase needs to be done in conformance to all permitting and requirements of the Tooele City Community Development Department.

Engineering Review. The Tooele City Engineering Division has completed their review of the Preliminary Plan submission and have issued a recommendation for approval for the request.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Preliminary Plan by Parker McGarvey, representing Bach Homes, application number P18-256, subject to the following conditions:

1. That the landscaping to be installed on Parcels “A” and “B” be consistent with the terms of the development agreement and be approved by the Tooele City Parks and Recreation

- Director prior to or as a part of the acceptance of public improvements by the City Council.
2. That all construction of public improvements within the phase be done in conformance to all regulations and requirements of the Tooele City Public Works Department.
 3. That all construction of public improvements within the phase be done in conformance to all permitting and requirements of the Tooele City Community Development Department.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the development agreement for the Copper Canyon PUD development.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Copper Canyon Subdivision, Phase 6 Preliminary Plan Request by Parker McGarvey, representing Bach Homes for a 33-lot subdivision phase, application number P18-256, based on the findings and subject to the conditions listed in the Staff Report dated July 5, 2018:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Copper Canyon Subdivision, Phase 6 Preliminary Plan Request by Parker McGarvey, representing the Bach Homes for a 33-lot subdivision phase, application number P18-256, based on the following findings:”

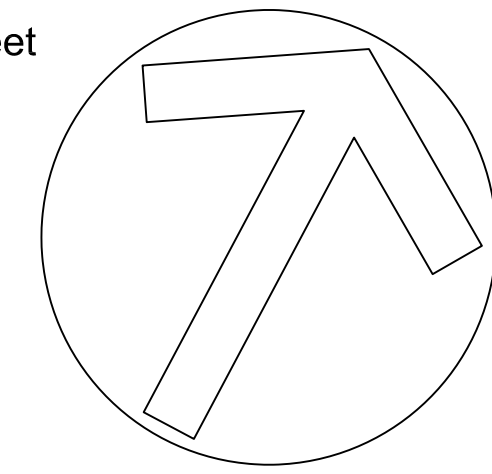
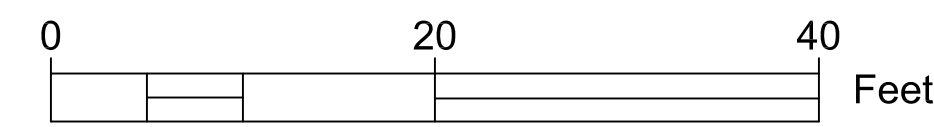
1. List findings...

EXHIBIT A

**MAPPING PERTINENT TO THE
COPPER CANYON SUBDIVISION, PHASE 6 PRELIMINARY PLAN**



EXHIBIT B
PROPOSED DEVELOPMENT PLANS



ENGINEERING FIRM LOGO
AND STAMP

REVISIONS
DESCRIPTION

DATE BY

COPPER CANYON PHASE 6 PRELIMINARY
CONCEPT LANDSCAPE PLAN

DRAWN BY: PKM
DESIGN BY: PKM
CHECKED BY:
DATE: 5/15/2018

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

SHEET NO.

LS1

1 OF 1

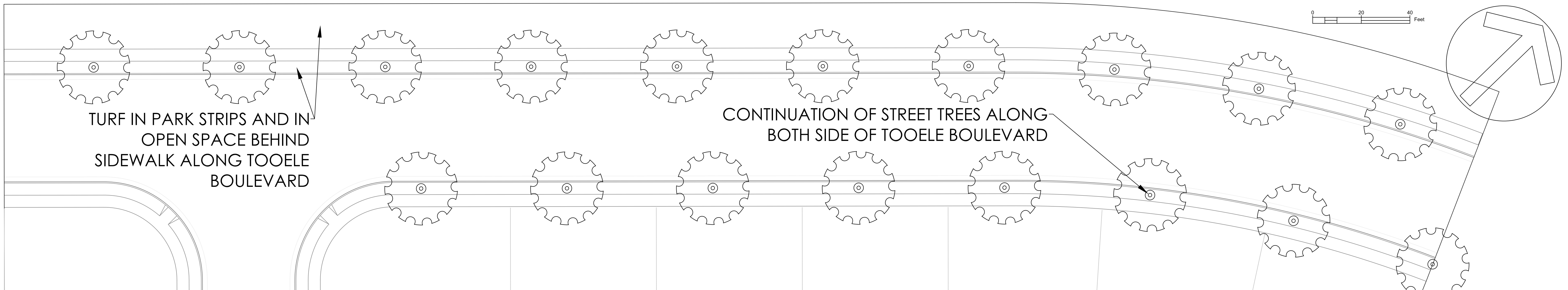
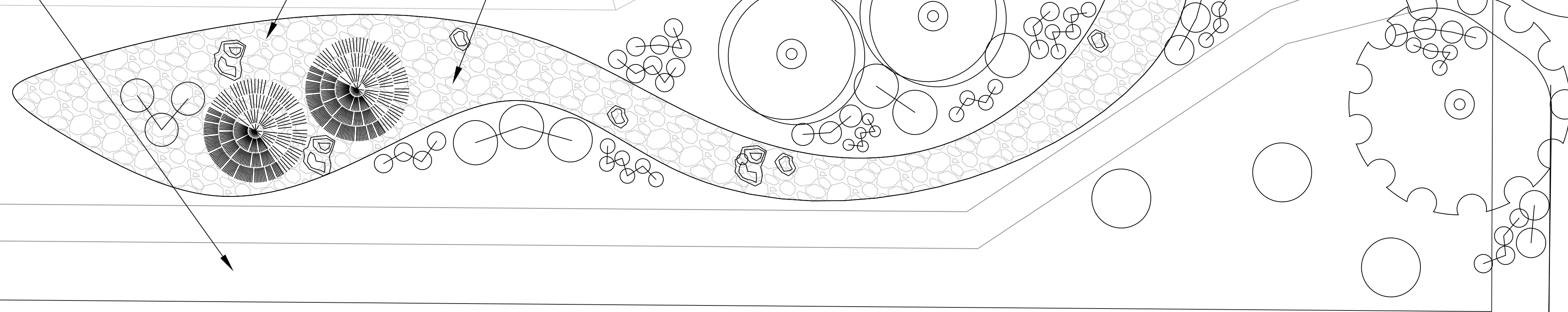
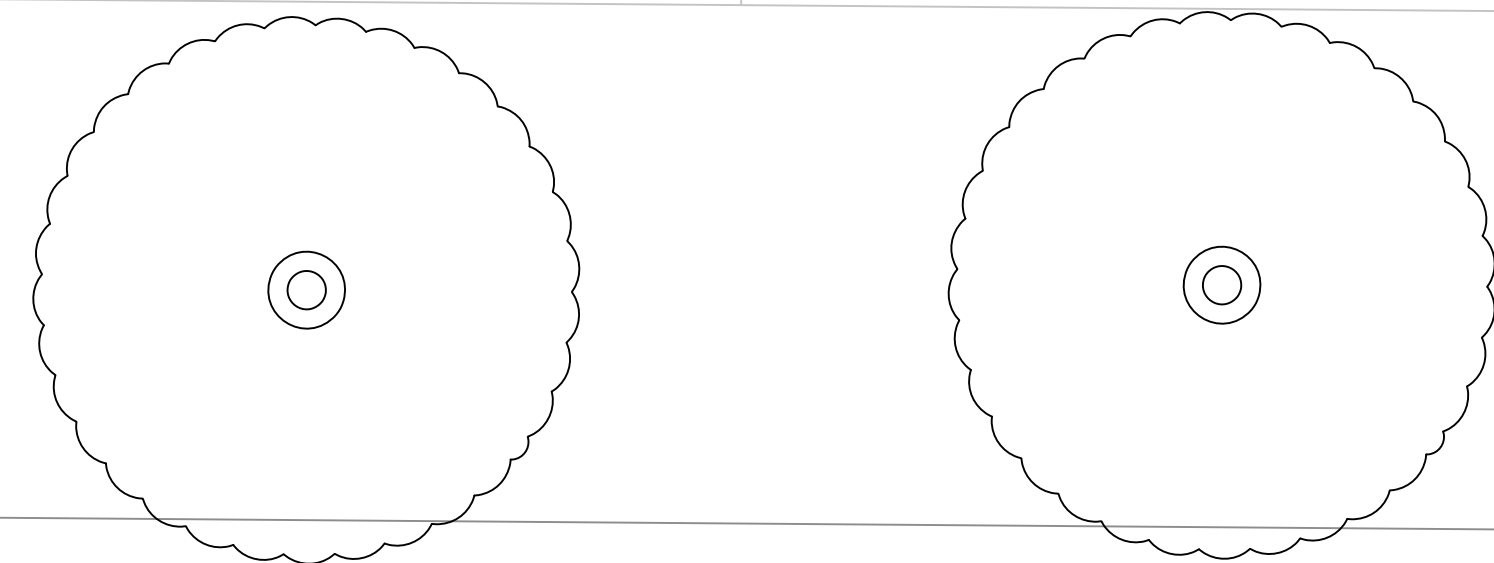
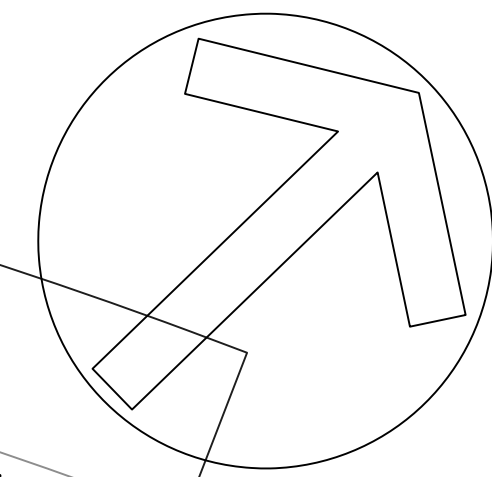
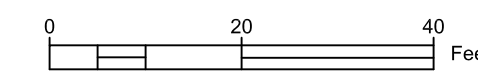
COBBLE ROCK

CLUSTERS AND GROUPINGS
OF DROUGHT RESISTANT
SHRUBS, PERENNIALS,
GRASSES AND TREES TYP.

NATIVE CABIN GRASS

TURF IN PARK STRIPS AND IN
OPEN SPACE BEHIND
SIDEWALK ALONG TOOELE
BOULEVARD

CONTINUATION OF STREET TREES ALONG
BOTH SIDE OF TOOELE BOULEVARD



STAFF REPORT

July 5, 2018

To: Tooele City Planning Commission
Business Date: July 11, 2018

From: Planning Division
Community Development Department

Prepared By: Jim Bolser, Director

Re: Castagno Place Subdivision – Final Plat Request

Application No.: P18-383
Applicant: Todd Castagno, representing Wise Management
Project Location: Approximately 1150 North 640 East
Zoning: R1-8 Residential Zone
Acreage: Approximately 7.54 Acres (Approximately 328,440 ft²)
Request: Request for approval of a Final Plat in the R1-8 Residential zone for a 23-lot subdivision.

BACKGROUND

This application is a request for approval of a Final Plat for approximately 7.54 acres located north of 1000 North, at approximately 640 East. The property is currently zoned R1-8 Residential. The applicant is requesting that a Final Plat be approved to allow for the development of the currently vacant site as a 23-lot subdivision for single-family dwellings. The property is separated from the 1000 North right-of-way by a single parcel owned and intended for development of a church site. The subject property is surrounded on the north, west, and east sides by developed residential properties.

ANALYSIS

Zoning. The property has been assigned the R1-8 Residential zoning classification, supporting approximately five dwelling units per acre. Properties assigned the same R1-8 Residential zoning classification abut the subject property on all sides. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Subdivision Layout. The bulk of the proposed development lines up on either side of the proposed 640 East right-of-way which runs north and south down the middle of the property. The north terminus of the proposed 640 East is a bulbed knuckle turn around area with an east-west connection of the proposed 1210 North to 690 East street. The south terminus of the proposed 640 East comes to the south end of the property and turns east to tie into the existing stub of 1090 North from 690 East. The smallest proposed lot contains of 10,397 ft², which is well above the minimum lot area allowable within the R1-8 zoning classification. The largest lot within the proposed subdivision is shown to contain 13,150 ft². The proposed development also contains a parcel at the southeast corner of the proposed 1210 North 640 East intersection, shown to be dedicated to the City, which contains 8,236 ft² for the purpose of serving as a storm water detention basin.

Previous Conditions of Approval. During the Preliminary Plan review stage for this request, the City

Council placed conditions on that approval of the request. Those conditions were as follows:

1. That all requirements of the Tooele City Engineering and Public Works Divisions shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. That plans are to be stamped and signed by a professional engineer, registered in the State of Utah.

Criteria For Approval. The procedure for approval or denial of a Subdivision Final Plat request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-10 and 11 of the Tooele City Code.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Final Plat submission and has issued a recommendation for approval for the request with the following comments:

1. The construction of the subdivision needs to be compliant with all City and State regulations for subdivision construction.
2. The construction needs to be done according to the City's regulations for the allowable hours of construction work.
3. The construction of the subdivision needs to be done according to the approved design plans for the project.

Engineering Review. The Tooele City Engineering Division has completed their review of the Final Plat submission and have issued a recommendation for approval for the request.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Final Plat by Todd Castagno, representing Wise Management, application number P18-383, subject to the following conditions:

1. That all requirements of the Tooele City Engineering Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report shall be satisfied throughout the development of the site and the construction of all buildings on the site.
5. The construction of the subdivision needs to be compliant with all City and State

- regulations for subdivision construction.
6. The construction needs to be done according to the City's regulations for the allowable hours of construction work.
 7. The construction of the subdivision needs to be done according to the approved design plans for the project.

This recommendation is based on the following findings:

1. The proposed development plans meet the requirements and provisions of the Tooele City Code.
2. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
3. The proposed development conforms to the general aesthetic and physical development of the area.
4. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Castagno Place Subdivision Final Plat Request by Todd Castagno, representing Wise Management for the purpose of developing a 23-lot subdivision, application number P18-383, based on the findings and subject to the conditions listed in the Staff Report dated July 5, 2018:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Castagno Place Subdivision Final Plat Request by Todd Castagno, representing Wise Management for the purpose of developing a 23-lot subdivision, application number P18-383, based on the following findings:”

1. List findings...

EXHIBIT A

**MAPPING PERTINENT TO THE
CASTAGNO PLACE SUBDIVISION FINAL PLAT**



EXHIBIT B

PROPOSED DEVELOPMENT PLANS

STAFF REPORT

July 6, 2018

To: Tooele City Planning Commission
Business Date: July 11, 2018

From: Planning Division
Community Development Department

Prepared By: Jim Bolser, Director

Re: Vowles Estate Minor Subdivision – Final Plat Request

Application No.: P18-343
Applicant: Matt Vowles, representing Vowles Family Trust
Project Location: Approximately 850 West 200 South
Zoning: RR-1 Residential Zone
Acreage: Approximately 7.69 Acres (Approximately 335,125 ft²)
Request: Request for approval of a Final Plat in the RR-1 Residential zone for development of a 7-lot subdivision.

BACKGROUND

This application is a request for approval of a Final Plat for approximately 7.69 acres located on the south side of 200 South, at approximately 850 West. The property is currently zoned RR-1 Residential. The applicant is requesting that a Final Plat be approved to allow for the development of the currently mostly-vacant site as a 7-lot single-family dwelling subdivision. The proposed development fronts onto 200 South which is a fully dedicated right-of-way making this a minor subdivision application.

ANALYSIS

Zoning. The property has been assigned the RR-1 Residential zoning classification, supporting approximately one dwelling unit per acre. Properties assigned the same RR-1 Residential zoning classification abut the subject property on the north, east and most of the south boundary. Properties assigned to the R1-8 zoning classification abut the subject property on the west across the 900 West street. Properties assigned to the R1-7 zoning classification abut the subject property on the south on the far west end of the project area. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Subdivision Layout. The proposed subdivision contains 7 lots, all in a row with direct frontage onto the existing 200 South. The proposed subdivision contains six lots of 43,560 ft², which is the minimum lot area allowable within the RR-1 zoning classification. The largest lot within the proposed subdivision is identified to contain 67,537 ft².

Criteria For Approval. The procedure for approval or denial of a Subdivision Preliminary Plat request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-10 and 11 of the Tooele City Code.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Final Plat submission and has issued a recommendation for approval for the request with the following comments:

1. The construction of the subdivision needs to be compliant with all City and State regulations for subdivision construction.
2. The construction needs to be done according to the City's regulations for the allowable hours of construction work.
3. The construction of the subdivision needs to be done according to the approved design plans for the project.
4. All requirements of the Tooele City Engineering Division need to be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
5. All requirements of the Tooele City Building Division needs to be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
6. All requirements of the Tooele City Fire Department needs to be satisfied throughout the development of the site and the construction of all buildings on the site.

Engineering Review. The Tooele City Engineering Division has completed their review of the Final Plat submission and have issued a recommendation for approval for the request.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Final Plat by Matt Vowles, representing the Vowles Family Trust, application number P18-343, subject to the following conditions:

1. That the construction of the subdivision needs to be compliant with all City and State regulations for subdivision construction.
2. That the construction needs to be done according to the City's regulations for the allowable hours of construction work.
3. That the construction of the subdivision needs to be done according to the approved design plans for the project.
4. That all requirements of the Tooele City Engineering Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
5. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
6. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.

This recommendation is based on the following findings:

1. The proposed development plans meet the requirements and provisions of the Tooele City Code.
2. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.

3. The proposed development conforms to the general aesthetic and physical development of the area.
4. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Vowles Estate Minor Subdivision Final Plat Request by Matt Vowles, representing the Vowles Family Trust for the purpose of developing a 7-lot subdivision, application number P18-343, based on the findings and subject to the conditions listed in the Staff Report dated July 6, 2018:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Vowles Estate Minor Subdivision Final Plat Request by Matt Vowles, representing the Vowles Family Trust for the purpose of developing a 7-lot subdivision, application number P18-343, based on the following findings:”

1. List findings...

EXHIBIT A

**MAPPING PERTINENT TO THE
VOWLES ESTATE MINOR SUBDIVISION FINAL PLAT**

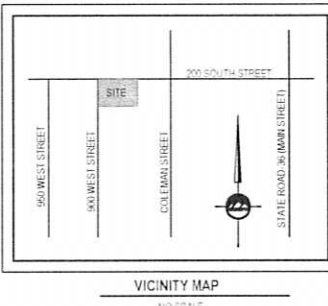
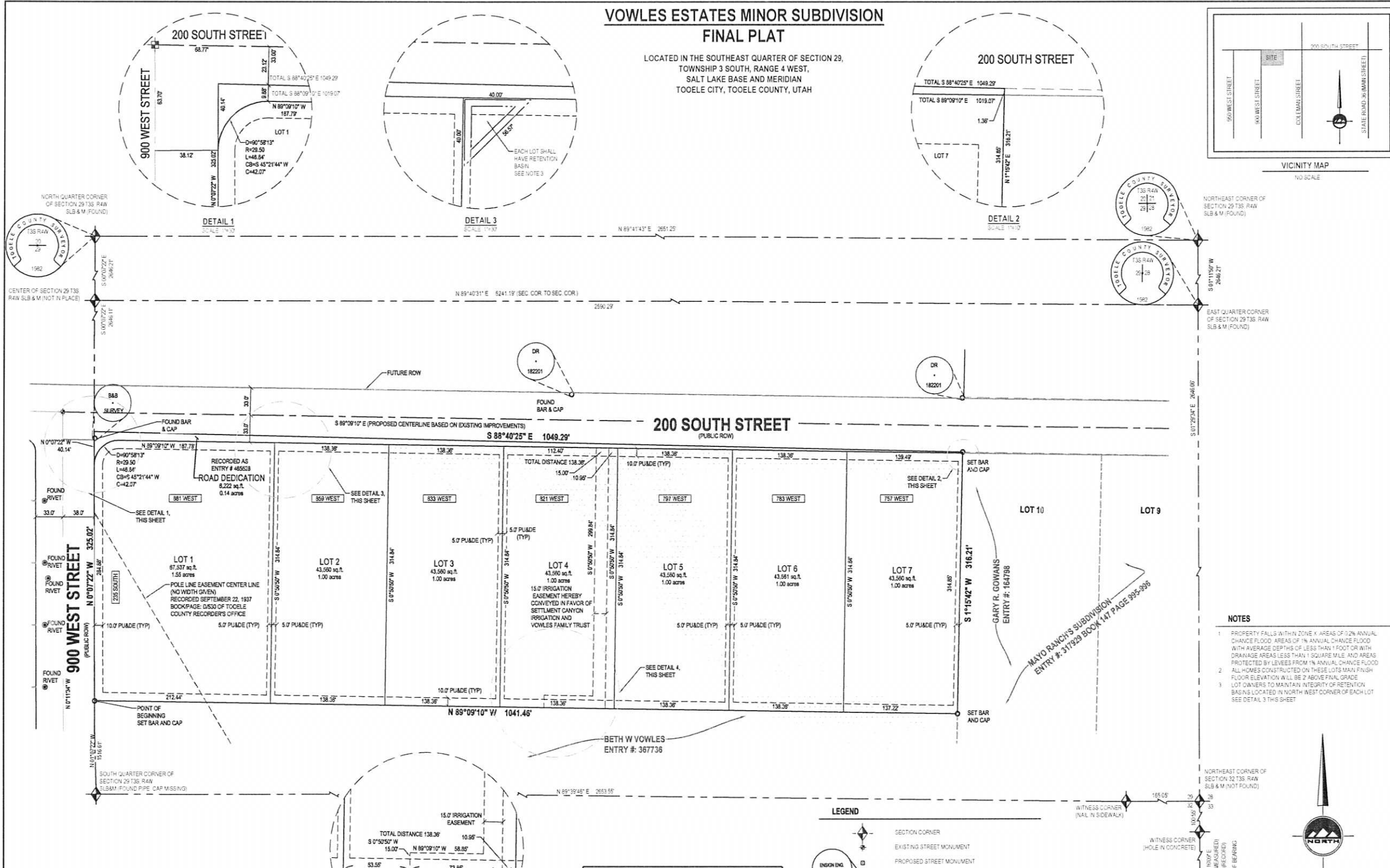


EXHIBIT B

PROPOSED DEVELOPMENT PLANS

VOWLES ESTATES MINOR SUBDIVISION FINAL PLAT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 334575 as prescribed under laws of the State of Utah. I further certify that by authority of the Owner, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, parcels, and streets hereinafter to be known as VOWLES ESTATES MINOR SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lot frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land, situate in the Southeast Quarter of Section 29, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Tooele County, Utah, more particularly described as follows:
Beginning at a point on the Quarter Section Line and the intersected line of 900 West Street said point being North 07°07'22" West 1516.61 feet along said Quarter Section Line from the South Quarter Corner of Section 29, Township 3 South, Range 4 West, Salt Lake Base and Meridian and running
thence North 07°07'22" West 325.02 feet along said quarter section line and the reported east line of 900 West Street
thence South 88°40'25" East 1049.29 feet to the west line of Mayo Ranch's Subdivision recorded as Entry No. 317929, Book 147, Page 955-956
thence South 11°15'42" West 316.21 feet along the west line of said subdivision
thence North 89°09'10" West 1041.46 feet to the quarter section line and the reported east line of 900 West Street and the Point of Beginning.
Parcel contains 335,124 square feet or 7.69 acres, 7.69



OWNER'S DEDICATION

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

VOWLES ESTATES MINOR SUBDIVISION

The undersigned owner(s) hereby dedicate to Tooele City all those parts or portions of said tract of land on said plat designated herein as streets, the same to be used as public thoroughfares forever. The undersigned owner(s) also hereby convey to Tooele City and to any and all public utility companies providing service to the herein described tract a perpetual, non-exclusive easement over the public utility and drainage easements shown on this plat, the same to be used for drainage and the installation, maintenance and operation of drainage and public utility service lines and facilities. The undersigned owner(s) also hereby conveys any other easements as shown or noted on the plat to the parties indicated and to the parties show and/or noted herein.

In witness whereof I have hereunto set my hand this _____ day of _____ A.D. 20__

By Vowles Family Trust, Beth W Vowles Trustee By _____
By _____ By _____
By _____ By _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)
County of Tooele)
On the _____ day of _____ A.D. 20__

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

MY COMMISSION EXPIRES _____ RESIDING IN _____ COUNTY
NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
County of _____)
On the _____ day of _____ A.D. 20__

I, _____ personally appeared before me, the undersigned Notary Public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/It is the _____ of _____ and that He/She/It signed the Owner's Dedication freely and voluntarily for and in behalf of said corporation by authority of a resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES _____ RESIDING IN _____ COUNTY
NOTARY PUBLIC

NOTES

- PROPERTY FALLS WITHIN ZONE X AREAS OF 0.2% ANNUAL CHANCE FLOOD AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
- ALL HOMES CONSTRUCTED ON THESE LOTS MUST FINISH FLOOR ELEVATION WILL BE 2 ABOVE FINAL GRADE.
- LOT OWNERS TO MAINTAIN INTEGRITY OF RETENTION BASINS LOCATED IN NORTH WEST CORNER OF EACH LOT SEE DETAIL 3 THIS SHEET.

LEGEND

- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SET 5/8" REBAR 24" LONG W/ YELLOW PLASTIC CAP OR NAIL STAMPED "ENGIN ENG & LAND SURV"
- PUADE= PUBLIC UTILITY & DRAINAGE EASEMENT
- EASEMENTS
- ZONE X (SEE NOTES)
- NOTE: MAY CONTAIN ITEMS NOT IN USE IN DRAWING

SETTLEMENT CANYON IRRIGATION

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20__

SETTLEMENT CANYON IRRIGATION

DOMINION ENERGY

DOMINION ENERGY APPROVED THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-6632

APPROVED THIS _____ DAY OF _____ 20__ BY _____ DOMINION ENERGY

SIGNATURE _____ TITLE _____

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____ 20__ BY THE TOOELE CITY COUNCIL

ATTEST: CITY RECORDER

DEVELOPER
CHERYL BROWN
1603 N. CHERRY STREET
LEGRANDE, OR 97850
541-910-0960



TOOELE
136 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435-843-3590
Fax: 435-578-0108
WWW.ENGINENGS.COM

SALT LAKE CITY
Phone: 801-955-3338
LAYTON
Phone: 801-941-1100
CEDAR CITY
Phone: 435-985-1463
RICHFIELD
Phone: 435-986-5863

SHEET 1 OF 1
PROJECT NUMBER T1081D
MANAGER: D. KINSMAN
DRAWN BY: R. FISH
CHECKED BY: D. KINSMAN
DATE: 7/5/18

ROCKY MOUNTAIN POWER COMPANY

1. PURSUANT TO UTAH CODE ANN. § 94-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.

2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PLAT AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS. BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:

- (1) A RECORDED EASEMENT OR RIGHT-OF-WAY
- (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
- (3) TITLE 54, CHAPTER 3A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
- (4) ANY OTHER PROVISION OF LAW

APPROVED THIS _____ DAY OF _____ 20__

ROCKY MOUNTAIN POWER

BY _____

TITLE _____

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ 20__ BY THE TOOELE CITY PLANNING COMMISSION.

CHAIRMAN TOOELE CITY PLANNING COMMISSION

COUNTY TREASURER

APPROVED THIS _____ DAY OF _____ 20__ BY THE TOOELE COUNTY TREASURER.

TOOELE COUNTY TREASURER

COUNTY HEALTH DEPARTMENT APPROVAL

APPROVED THIS _____ DAY OF _____ 20__ BY THE TOOELE COUNTY HEALTH DEPARTMENT.

TOOELE COUNTY HEALTH DEPT.

COUNTY SURVEY DEPARTMENT

APPROVED THIS _____ DAY OF _____ 20__ BY THE COUNTY SURVEY DEPARTMENT.

RECORD OF SURVEY FILE # 2008-0071-01

TOOELE COUNTY SURVEY DIRECTOR

COMMUNITY DEVELOPMENT

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20__

TOOELE CITY COMMUNITY DEVELOPMENT

CITY ENGINEER

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20__

TOOELE CITY ENGINEER

CITY ATTORNEY

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20__

TOOELE CITY ATTORNEY

TOOELE COUNTY RECORDER

RECORDED # _____

STATE OF UTAH, COUNTY OF TOOELE RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____

FEES _____

TOOELE COUNTY RECORDER