
PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council & the Tooele City Redevelopment Agency of Tooele City will meet in a Work Session, on Wednesday, June 5, 2019 at the hour of 5:00 p.m. The Meeting will be Held at the Tooele City Hall Large Conference Room, located at 90 North Main Street, Tooele, Utah.

1. Open City Council Meeting

2. Roll Call

3. Discussion:

- **Ordinance 2019-16** An Ordinance of Tooele City Amending Tooele City Code Section 10-2-4 Regarding Funeral Processions
Presented by Chief Ron Kirby
- **Purchasing Policy, Guidelines, and Procedures**
Presented by Michelle Pitt
- **T-Mobile Cell Tower Lease at Elton Park**
Presented by Darwin Cook & Roger Baker
- **Resolution 2019-43** A Resolution of the Tooele City Council Approving a Contract with _____ for the 2019 Culinary Water Improvement Project
Presented by Paul Hansen
- **Resolution 2019-44** A Resolution of the Tooele City Council Approving a Contract with _____ for the 2019 Roadway Improvement Project
Presented by Paul Hansen
- **In-fill Area Lot Width Requirements**
Presented by Jim Bolser
- **Ordinance 2019-15** An Ordinance of the Tooele City Council Reassigning the Zoning Classification to the MR-8 Multi-Family Residential Zoning District for 9.42 Acres of Property Located at 251 North First Street
Presented by Jim Bolser
- **Subdivision Preliminary Plan** for Copper Canyon Phases 7-14 by Bach Land & Development, Located at Approximately 350 West Tooele Boulevard in the R1-7 PUD Residential Zoning District for the Purpose of Creating 249 Single-Family Residential Lots
Presented by Jim Bolser
- **Minor Subdivision** for Strawberry Water Subdivision by Invictus Title, Located at 2371 North 400 East in the GC General Commercial Zoning District for the Purpose of Subdividing One Commercial Lot into Two Lots
Presented by Jim Bolser

- **Subdivision Preliminary Plan** for Buffalo Pass by Land Development LLC, Located at 150 West 600 North in the R1-7 Residential Zoning District for the Purpose of Creating 6 Single-Family Residential Lots
Presented by Jim Bolser

- **Subdivision Preliminary Plan** for Buffalo Ridge by Land Development LLC, Located at 204 West 600 North in the R1-7 Residential Zoning District for the Purpose of Creating 6 Single-Family Residential Lots
Presented by Jim Bolser

4. Close Meeting

- Litigation and 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 435-843-2113 or michellep@tooelecity.org, Prior to the Meeting.

TOOELE CITY CORPORATION

ORDINANCE 2019-16

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 10-2-4 REGARDING FUNERAL PROCESSIONS.

WHEREAS, funeral processions are regulated by Tooele City Code Section 10-2-4; and,

WHEREAS, Tooele City limits funeral processions that alter the normal flow of traffic, due to public safety concerns; and,

WHEREAS, the allowed purposes for such a funeral procession are enacted in such a way as to prevent the exercise of any flexibility or discretion; and,

WHEREAS, the Chief of Police recommends that Section 10-2-4 be amended to allow the Mayor, or the Mayor's designee, the exercise of discretion over the occasions on which a funeral procession is allowed to alter the normal flow of traffic (see Exhibit A); and,

WHEREAS, this ordinance is the best interest of the safety and morale of the City:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 10-2-4 is hereby amended to read in its entirety as shown in Exhibit A.

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 _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

SEAL

Approved as to Form:



Roger Evans Baker, City Attorney

Exhibit A

TCC Chapter 10-2
Showing Revisions to
Section 10-2-4

CHAPTER 2. MISCELLANEOUS PROVISIONS

10-2-1. Utah Code motor vehicle provisions adopted by reference.

10-2-2. Improper lookout.

10-2-3. Unlawful acceleration.

10-2-4. Funeral processions.

10-2-5. Ordinances enforceable at Tooele High School.

10-2-6. Violations.

10-2-7. Large vehicle and vehicles with dangerous load regulations - Truck routes.

10-2-1. Utah Code Annotated motor vehicle provisions adopted.

The following sections of the Utah Code Annotated, 1953 as amended, are hereby adopted by reference in their entirety as if fully set forth in this city code: Sections 41-1a-101 et seq., 41-6-1 et seq., 41-8-1, 41-12a-101 et seq., 41-21-1 et seq., and 41-22-1 et seq., and 53-3-101 et seq., save and except sections 41-6-101, 41-6-102, 41-6-103, and 41-6-104, and such sections the violation of which constitutes class A misdemeanors other than 41-6-44(6), 41-6-44.6, 53-3-227, 41-6-43, 41-6-44.10, 76-5-207, or felonies. Subsequent amendments by the Utah State legislature to those sections adopted hereby are also hereby expressly adopted by this reference.

(Ord. 1994-48, 08-17-1994)

10-2-2. Improper lookout.

No person shall drive a vehicle on a roadway without keeping a reasonable and proper lookout for other traffic, pedestrians or impediments to safe travel.

(Ord. 1988-12, 03-16-1988)

10-2-3. Unlawful acceleration.

No person shall accelerate an automobile faster than is reasonable and prudent, or necessary under the circumstances then existing upon any highway.

(Ord. 1988-12, 03-16-1988)

10-2-4. Funeral processions.

(1) For purposes of this Section, "funeral procession" means an organized or formal group of two or more vehicles traveling in close formation to or from a mortuary, funeral home, or memorial service, accompanying the body or the cremated remains of a deceased person.

(2) It shall be unlawful for a funeral procession or any participant in a funeral procession to block vehicular traffic, to close or limit access to a public right-of-way, or to violate the traffic laws of the state of Utah.

(3) It shall be unlawful for any person to block vehicular traffic or to close or limit access to a public right-of-way for a funeral procession.

(4) Any violation of Subsections (2) or (3) of this Section shall be a class C misdemeanor.

(5) Notwithstanding the above, Tooele City, in its

sole discretion, may block vehicular traffic and may close or limit access to public rights-of-way, using Tooele City peace officers and other peace officers under Tooele City's control, for funeral processions involving the following:

(a) fallen police officers;

(b) fallen firefighters;

(c) fallen soldiers;

(d) elected or appointed officials who die in office; ~~and,~~

(e) individuals who have served Tooele City with distinction, such as, former elected officials; ~~and,~~

(f) other individuals in the discretion of the Mayor or the Mayor's designee.

(Ord. 2016-22, 12-07-2016) (Ord. 1988-12, 03-16-1988)

10-2-5. Ordinances enforceable at Tooele High School.

The Ordinances of Tooele City are declared to be enforceable upon the premises of Tooele High School. (Ord. 1988-12, 03-16-1988)

10-2-6. Violations.

Violations of this chapter are Class "B" misdemeanors unless specifically indicated otherwise. (Ord. 1988-12, 03-16-1988)

10-2-7. Large vehicle and vehicles with dangerous load regulations - Truck routes.

(1) It is hereby declared necessary in order to safely move traffic in, out and through the city, to regulate the movement and parking of large vehicles and vehicles with dangerous loads. The regulations in this Section apply to:

(a) all trucks licensed or actually used with a gross weight in excess of 19,000 pounds;

(b) trucks rated for one and one-half tons or larger under standard practices of the State of Utah; and,

(c) all explosive, corrosive and flammable liquid carriers capable of carrying in excess of 3,000 gallons or licensed for a gross weight in excess of 9,000 pounds.

(2) Any vehicle or truck as defined in this Section shall use only those routes specified in Subsection (3) or such additional temporary routes as shall be established by the chief of police, either by written permission upon application to deviate from the truck route or by the posting of temporary road signs during the period of temporary or alternate truck routing.

(3) The following are designated truck routes:

(a) State Road 36 (Main Street);

(b) State Road 112;

(c) Tooele Boulevard (1100 West Street);

(d) Droubay Road;

(e) Pine Canyon Road;

(f) other streets as designated by express written permission of the police chief, subject to such necessary regulations as are set forth in the written permission in order to accommodate necessary deviation of truck traffic from designated truck routes.

(4) The truck routes identified in Subsection (3) shall not apply to emergency vehicles, school busses, Utah Transit Authority busses, city, county and state service vehicles, utility service vehicles, trucks making neighborhood deliveries or pick-ups or traveling to a business located in the immediate neighborhood, or to construction trucks delivering to or returning from construction sites where it is not possible to use a designated truck route.

(5) The vehicles regulated by this Section and those excepted under Subsection (4) shall not be parked overnight on city streets other than designated truck routes.

(6) The driver or owner of any vehicle regulated by this Section that is driven or parked in violation of this Section shall be guilty of a class B misdemeanor.
(Ord. 2014-11, 08-06-2014)(Ord. 1994-51, 10-25-1994)

TOOELE CITY CORPORATION
PURCHASING POLICY, GUIDELINES
AND PROCEDURES

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TOOELE CITY CORPORATION
90 NORTH MAIN STREET TOOELE, UTAH 84074

Tooele City Procedure
Number: 007
Date: April 15, 1993

PURCHASING POLICY, GUIDELINES AND PROCEDURES

SECTION I

1. POLICY AND GENERAL GUIDELINES

a. It shall be the policy of Tooele City Corporation to abide by and implement the purchasing regulations set forth in Sections 10-6-121, 10-6-122, 10-6-123, 10-6-138 and 10-7-20, of the Utah Code Annotated (UCA), 1953 as amended and as further implemented by this procedure in respect to the procurement of services, supplies, materials, equipment and construction.

b. General guidelines implemented pursuant to the authority of the Utah Code Annotated are listed in the following subparagraphs integrated with established local policy, procedures and practice:

(1) No purchase shall be made and no encumbrance shall be incurred for the benefit of Tooele City, except as authorized by and provided for pursuant to the authority of the Sections of Utah Code Annotated cited in the foregoing paragraph 1.a. and as provided in this procedure.

(2) No purchase shall be made and no encumbrance shall be incurred unless funds sufficient to cover the purchase or encumbrance have been budgeted and are available and the appropriate City officials as herein provided approve the purchase.

(3) No official, department head or employee of the City shall purchase for and on behalf of the City any material, supplies, equipment, goods, wares, merchandise or services of any kind or character, except through the duly authorized Purchasing Agent, and no voucher, check or other method of payment shall be honored if this method is not followed. However, this subparagraph shall not apply to emergency purchases as specifically provided for in subparagraph (6) hereafter.

(4) All departments, on the forms provided, shall submit to the Purchasing Agent detailed Purchase Requests for their requirement of supplies, materials, equipment and contractual services.

(5) No official, department head or employee shall request any merchant, dealer or other vendor to deliver supplies, materials, equipment or a contractual service to the City except on a regular purchase order originated by the Purchasing Agent, except in the case of emergency purchases as provided for in subparagraph (6) immediately hereafter.

(6) In all cases where there is immediate need for any material, supplies, equipment, goods, wares, merchandise, or services of any kind or character by any department, such department shall write on their Purchase Request to the Purchasing Agent the words "For Emergency Purposes" and when a request so marked is received by the Purchasing Agent, it shall be the Purchasing Agent's duty to give the request immediate attention. In the event an emergency should arise after office hours which requires immediate action on the part of the department involved for the protection of and best interest of the City, or should a like situation arise on a Saturday, Sunday or holiday, and where it is not possible or convenient to reach the Purchasing Agent, such emergency purchase may be made by the department head or designee and such purchase reported to the Purchasing Agent the first working day after the occurrence. Whenever circumstances permit or an emergency can be anticipated the Purchasing Agent shall verbally or by a prepared listing inform department heads of approved vendors for these emergency purposes.

(7) Whenever the requesting department head and the Purchasing Agent concur that a particular product, based on experience with that product, is superior and surpasses competing products in terms of quality, serviceability and longevity, such product(s) may be purchased notwithstanding the fact that a competing product could be purchased at less cost.

(8) Nothing contained in this procedure shall be interpreted or construed to preclude the Purchasing Agent from joining with other units of government, (City, County, State or Federal) in cooperative purchasing plans when it can be shown the city will benefit by the savings of such cooperative purchasing. Departure from this procedure for this purpose will require proper authorization from the Mayor.

(9) Notwithstanding the regulatory provisions of the Utah Code Annotated, as cited in paragraph 1.a of this procedure, whenever any purchase or encumbrance is made with State or Federal funds and the

applicable State or Federal law or regulations are in conflict with this procedure to the extent that following the provisions of this procedure might jeopardize the use of those funds or the obtaining of future State or Federal funds, such conflicting provisions of this procedure shall not apply and the City shall allow and follow the procedure required by the State or Federal law or regulation.

(10) With specific reference to paragraph 10-6- 138 of UCA 1953 as amended the City Recorder functioning as both recorder and Purchasing Agent may sign as either the City Recorder or the Purchasing Agent contracts made on behalf of Tooele City. There will be no need for two signatures from the same person to meet this provision. The City Recorder shall maintain a properly indexed record of all contracts.

2. SERVICES

a. Contracts for services where the amount to be paid by the City is less than \$8,000 annually must be approved and authorized by the Mayor.

b. Contracts for services where the amount to be paid by the City is \$8,000 or more annually must be approved and authorized by the City Council.

c. Contracts for services where the amount to be paid by the City is \$8,000 or more, shall be awarded only after competitive sealed bid proposals have been requested and received by the Purchasing Agent.

NOTE: The restrictions imposed by subparagraphs 2. a, b and c shall not be applied to contracts for architectural, engineering, legal, or other professional or personal services. These types of services shall be negotiated for on the basis of demonstrated competence and qualification and at fair and reasonable prices as agreeable to both parties.

3. SUPPLIES, MATERIALS AND EQUIPMENT

a. Purchases or contracts for purchase of supplies, materials or equipment where the amount to be paid by the City is less than \$8,000 must be approved and authorized by the Mayor. The Mayor may delegate this authority and responsibility in writing to the Purchasing Agent and department head when the purchase is for supplies, material or equipment that have prior budget approval and the Purchasing Agent and department head are in agreement that there are sufficient funds to cover the purchase.

b. Purchases or contracts for purchase of supplies, materials or equipment where the amount to be paid by the City is \$8,000 or more must be approved and authorized by the City Council.

c. Purchases or contracts for purchase of supplies, materials or equipment where the amount to be paid by the City is at least \$2,500 but less than \$8,000 shall be awarded only after informal bid quotations or competitive sealed bid proposals have been requested and received by the Purchasing Agent.

NOTE: The restriction contained in subparagraph 3.c (above) shall not apply in the following circumstances: (1) items which may only be purchased from a single or sole source, (2) Purchase to repair and maintain equipment owned by the City which may be more economically and efficiently added to, repaired or maintained, in the judgment of the Purchasing Agent by a particular person or firm, (3) Purchases for equipment which by reason of special training on the part of City employees and/or when known inventory and availability of replacement parts would make the purchase more compatible with existing equipment already owned by the City, (4) Exchanges of supplies, material or equipment between the City and any other entity whereby the cost would be below the market cost from vendors, (5) Supplies, materials or equipment is produced and available from the Utah Correctional Industries Division and is competitively priced.

d. The Purchasing Agent shall cause to be inspected by department heads or employees designated by department heads, all deliveries of supplies, materials and equipment to determine conformance with specifications made a part of the purchase order or contract. The inspecting employee receiving the supplies, materials or equipment shall be responsible for recording the date of receipt of the items on the departments (pink) copy of the Purchase Request (receiving report copy) or other document used for receiving report purposes.

e. Department heads are responsible for notifying the Purchasing Agent of any items not received from vendors within 30 calendar days after submission of their Purchase Request. If a shorter lead-time was a part of their Purchase Request the department head shall inquire of the Purchasing Agent as to the reasons for non-receipt.

4. CONSTRUCTION: (CONTRACTS FOR PUBLIC IMPROVEMENT)

a. Construction projects governed by Article 6, paragraph 10-7-20 UCA 1953 as amended are defined and made a part of this procedure. Any provisions not covered herein but governed by Article 6 are hereby adopted by reference.

b. Contracts for public improvement are the responsibility of the Engineering Department.

c. The Mayor is authorized to approve extra work or change orders in an amount not to exceed 10% of the contract when it can be justified by the contractor, agreed to by the City Engineer after specifications review, and it is required in the best interest of the City.

d. All construction contracts will have a Performance Bond established in an amount determined by the City Engineer necessary to protect the best interests of the City. The nature, form and amount of such bonds shall be described in the public notice inviting bid or in the request for sealed competitive bid proposals.

e. The City Council when contemplating making new improvements to be paid for out of the general funds shall cause plans and specifications for and an estimate of the cost of the improvement be made by the City Engineer. If the estimated cost is less than \$25,000 the Council may approve the improvement without calling for sealed bid proposals.

f. If the estimated cost of the proposed improvement exceeds \$25,000 the council shall, if they determine to make the improvement, do so by contract let to the lowest responsible bidder responding to a public invitation to present a sealed bid proposal.

g. The City Engineer will cause publication of notice at least twice in a newspaper of general circulation published in Tooele City. The last public notice will be published at least five days prior to the date set for opening of bids.

h. When the cost of the improvement exceeds the sum of \$25,000 the sum shall not be divided to permit the making of the improvement in several parts, unless each of the several parts is covered by separate contract.

i. All notices calling for bids shall state, "Tooele City reserves the right to reject any and/or all bids presented." This rejection right includes any formal bid and/or sealed competitive bids with or without cause. If all bids are rejected and the governing body determines to make the improvement, the City Engineer shall advertise anew in the same manner as before.

5. QUALIFICATION OF BIDDERS AND SUPPLIERS

a. When appropriate, as determined by the Purchasing Agent and/or City Attorney, a bidder, supplier or contractor may be required to pre-qualify for providing certain types of supplies, services, equipment or construction. To determine the capability and responsibility of these providers certain predetermined factors must be considered. The following are the standards of responsibility factors to be employed by Tooele City:

(1) Availability of the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain them, necessary to indicate the capability of the bidder, supplier or contractor to meet contractual requirements.

(2) A satisfactory record of performance.

(3) A satisfactory record of integrity.

(4) Legal qualification to contract with Tooele City Corporation.

(5) Whether all necessary information has been supplied in connection with the inquiry concerning responsibility.

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

SECTION II

PURCHASING PROCEDURES

1. PURPOSE

a. To implement the mandated purchasing regulations of Utah Code Annotated through compliance with applicable sections of the UCA and Section I, paragraph 1 thru 5 of this procedure.

b. Establish responsibility and provide detailed procedures for use at the department head (user) level, the Recorder's Office (Purchasing Agent) level and at the Finance Department (Fiscal) level.

2. GENERAL INFORMATION

a. Procedures are the prescribed method and means of accomplishing policy as directed by the Mayor and governing body.

b. These procedures are written around the concept of centralized purchasing, wherein, regardless of the form or size of City government all responsibilities related to purchasing are centralized in a single person or office. Centralized purchasing contrasts with the decentralized approach in which individual department heads or their designated agents are authorized to do their own purchasing and disposing of property. It is generally accepted that centralized

purchasing is, without question, the better method because the benefits are demonstrable and significant.

c. By these procedures the origin of the audit trail is established at the department head (user) level and extends downward to the actual user (employee or job) and upward to the City Recorder's Office (Purchasing Agent), Finance Department, Mayor and governing body (Council).

3. SCOPE

a. These procedures apply to all Tooele City employees who in the course of their duties must obtain services, supplies, material or equipment to successfully accomplish their assigned tasks.

4. RESPONSIBILITY

a. It is incumbent upon all who have been delegated responsibility for budget preparation, with authority to commit funds through use of the purchasing system, to comply with this procedure and adhere to the Tooele City policies promulgated by the Mayor and governing body as contained in this procedure.

5. PURCHASING AGENT AUTHORITY DEFINED

a. In a centralized purchasing regulation or procedure the responsible office and responsible position and his/her authority will be defined:

(1) The City Recorder (Purchasing Agent) shall administer the purchasing system provided by this procedure. By the statutes referenced herein and by other applicable laws he/she shall perform the duties and have power and authority concerning purchasing for all departments of Tooele City.

(2) All rights, powers, authority and duties relating to the purchasing of services, supplies, materials and equipment and the management, control of, sale and disposal thereof, regard-less of the source of funding are hereby as-signed to the City Recorder's Office (Purchasing Agent).

6. PURCHASING AGENT RESPONSIBILITIES AND DUTIES DEFINED

a. The Purchasing Agent's responsibilities and duties in respect to the successful administration of a centralized purchasing system are defined in detail in Attachment "A".

7. DEPARTMENT HEAD RESPONSIBILITIES

a. Complete the Tooele City Corporation four-part Purchase Request form, hereinafter referred to as Purchase Request, using ballpoint pen or typewriter, in the following manner, which has been keyed to the lines and blocks of Attachment "B":

(1) Department requesting item(s).

(2) Request # will be obtained from a register established and maintained for the purpose of assigning consecutive request numbers to purchase requests originated by the department. As a minimum the register will contain columns for: (a) date number assigned and (b) purchase request number assigned. At the option of the department head, the register may be expanded to include columns for additional information pertaining to expenditures, budget account codes, partial receipts, suppliers, etc.

(3) Date Purchase Request form is filled out.

(4) Suggested vendors name or names of competitive vendors.

(5) If preliminary contact with the vendor has been made indicate the name of the contact. This will enable the purchasing agent to go directly to the vendor's representative.

(6) Phone number of sales contact person or vendor.

(7) Enter quantity required.

(8) Enter unit of measure such as each, case, pair, dozen, box, carton, gross, etc. The unit of measure is the vendor's usual standard pack of the item. The point at which the vendor will not break a packaged quantity in order to sell a lesser amount. In the case of requesting a service the unit is job.

(9) Enter as complete a description as possible for the items(s) being ordered. Include, if available, vendors catalog number, model number, size, color, dimensions, etc. When ordering parts the part number must be included. Be complete.

(10) If the items requested are not to be delivered to and received at the City Hall these lines will be used for any special instructions as to the

place of delivery and person to contact. If an employee of the requesting department is to pick up the order from the vendor use these lines to advise the Purchasing Agent. These special instruction lines are not limited to these examples. Use these lines for any "special Instructions".

(11) Justify sole source requests in the event a single supplier best meets the needs of the City, thereby restricting the Purchasing Agents ability to obtain competitive quotes. You can justify purchases by identifying agreements, passed resolutions, ordinances or other authorizations. The justification may be as simple as "Operational necessity" "Additional requirements to support work in progress", "Items needed to replenish material and supplies used by department on continuing basis" etc. If an approved job order or repair order creates the need for the purchase simply cite the job title and number.

(12) The department head initiating the Purchase Request will certify that adequate funds are available within the designated budget line item.

b. Initial distribution of the Purchase Request:

White, yellow and pink copies are forwarded to the Purchasing Agent (regardless of the distribution legend on the Purchase Request form). The Purchasing Agent is responsible for further distribution of these copies depending on the results of editing, obtaining competitive telephone quotations, written bid proposals, or determinations of special processing characteristics due to total costs or other factors. In the case of services the Purchasing

Agent will withhold distribution pending the execution of a contractor's "Short Form Agreement". Attachment "D". The goldenrod copy will be retained for the originator's files.

c. There are other responsibilities of the department head in respect to the return of the pink copy for use as a receiving report. These additional responsibilities are, in part, outlined in paragraph 9 of Attachment "A", which delegate's responsibility for properly executed receiving reports to the department head(s) or their designees.

d. Department heads whose activities generate substantial requirements for "miscellaneous items" of low dollar value, such as expendable, minor nonexpendable and consumables, may initiate a Purchase Request requesting the establishment of a "Blanket Purchase Order". Such purchase orders may be used when frequent purchases are made from a single vendor. The request may not exceed \$300, and the purchases made during the month must be closed at the end of the month for reconciliation and payment. An item that exceeds \$100 in value will not be purchased against an approved blanket purchase order. The

department head is responsible to keep records of all miscellaneous items purchased and at the end of the month-will attach all receipts to the receiving report (pink) copy of the Purchase Request and submit to the Finance Department, Accounts Payable Section, for comparison and reconciliation with the billing statements submitted by the vendor. Any items purchased that cause exceeding the authorized dollar amount will be the responsibility of the employee making the purchase and the department head.

e. Blanket Purchase Order procedures will not be used for items, supplies or materials when the cost will exceed \$100. In such cases the department head will submit a properly executed Purchase Request to the Purchasing Agent who will insure that the Purchase Request is approved by the Mayor or person delegated approval authority prior to the issuance of a purchase order.

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

g. Department head, or designee, when receiving supplies, materials or equipment will check the goods for condition and quantity and compare the goods to the items listed on the Purchase Request/Receiving Report (pink copy). After examination and acceptance of the goods attach the evidence of shipment and receipt (delivery ticket, waybill, shipping document, customer receipt, etc.) to the receiving report copy, date and sign the face of the receiving report and forward to the Finance Department, Accounts Payable Section.

8. PURCHASING AGENT RESPONSIBILITIES

a. Establish the Purchase Order Register to facilitate the recording of all Purchase Order numbers. Each Purchase Order will be consecutively numbered. A Purchase Order number will be assigned to every order placed. The Purchase Order form is self-explanatory. The Purchasing Agent will transfer data from the completed and approved Purchase Request in sufficient detail so as to satisfy the Finance Department need for information required for comparison with the billing statements received from the vendor. Distribution of the two-part form requires retention of the original (white) copy for the Purchasing Agent's file, the goldenrod copy will be provided to the Finance Department, Accounts Payable Section. Tooele City Corporation Purchase Order form is Attachment "C".

b. Upon receipt of a Purchase Request, the Purchasing Agent shall evaluate/edit to his/her satisfaction to insure request is complete and accurate. If additional information is needed, the Purchasing Agent will request it from the originating

department. Once the information is complete, the placing of the order may proceed. Only the Purchasing Agent shall edit, evaluate, and determine the appropriate method of purchase and will insure that all purchases are made within the policy guidance and guidelines set forth in Section I of this procedure.

c. The Purchasing Agent, on receipt of a Purchase Request requesting establishment of a "Blanket Purchase Order", will issue a Purchase Order, as an agreement, with a specific vendor authorizing the purchase of multiple low dollar value items without the need for subsequent purchase orders being issued. The Purchasing Agent will insure that the Mayor approves the Purchase Request or designated approving authority.

d. Purchase Requests for supplies, materials, or equipment with a total estimated price of less than \$100 may be made at the Purchasing Agent's discretion and all bidding may be dispensed with for these low dollar value open market purchases. Purchase Requests from department heads without "Blanket Purchase Order" authority will be processed according to this paragraph.

e. The Purchasing Agent will reaffirm his/her familiarity with Section I, Policy and General Guidelines, specifically paragraph 2., Services, when processing Purchase Requests for services. The Purchasing Agent will additionally comply with the more de- tailed procedures specifically provided in subparagraphs hereafter.

f. Purchase Requests for services when estimated cost is less than \$8,000 will follow informal bidding procedures through use of the "Short Form Agreement" between the contractor and Tooele City Corporation. The prescribed Short Form Agreement, Attachment "D", will contain detailed specifications sufficient to meet the specific needs of the City without restricting the purchase of services to a single contractor. The Mayor will approve Short Form Agreements.

g. Purchase Requests for services that will result in expenditures of \$8,000 or more will require a contract awarded after competitive sealed bid proposals (on the forms provided by the Purchasing Agent) have been requested and received. The services to be purchased must be approved by the City Council prior to the Purchasing Agent's developing a formal bid packet for use by prospective bidders to aid in developing the competitive sealed bid proposal.

h. The Purchasing Agent will reaffirm his/her familiarity with Section I, Policy and General Guidelines, specifically paragraph 3., Supplies, Materials, and Equipment, when processing Purchase Requests for supplies, materials, or equipment. The Purchasing Agent will additionally comply with the more de- tailed procedures specifically provided in subparagraphs hereafter.

i. Purchase Requests for supplies, materials, or equipment, when the estimated cost is over \$100 and less than \$2,500 may be processed by the Purchasing Agent by telephone solicitation in the open market. Open market purchases shall, whenever possible, be based on at least two price quotations (three preferred) from prospective vendors and it will be at the Purchasing Agent's discretion that his/her solicitation for bids may be by telephone, written request, or published notice. Open market purchases, irrespective of type of solicitation, will be awarded to the lowest bidder.

j. Purchase Requests for supplies, materials, or equipment when the estimated cost is \$8,000 or more must be approved and authorized by the City Council. Such approvals will require a contract awarded after competitive, sealed bid proposals (on the forms provided by the Purchasing Agent) have been requested and received. The supplies, materials, or equipment to be purchased must have City Council approval prior to the Purchasing Agent developing a formal bid packet for use by prospective bidders to aid in developing the competitive sealed bid propos- al.

k. Purchase Requests for supplies, materials, or equipment when the estimated cost is \$2,500 or more but less than \$8,000 will require informal bidding using the Tooele City Corporation "Request for

Quotation". Attachment "E". Use of this form does not constitute placing an order nor obligate a purchase to the vendor solicited. In the interest of expediting the informal bid process, the purchasing Agent may permit the requesting department head to solicit these nonbinding quotations, which V Jill be attached to the departments Purchase Request when submitted. Informal bids solicited pursuant to the authority of this paragraph shall be solicited from at least three prospective suppliers.

l. When circumstances and conditions are appropriate to pursue the acquisition of services, supplies, materials, or equipment through use of formal sealed bid purchasing procedures, the Purchasing Agent will insure that the department head requesting the purchase has prepared detailed specifications for the goods or services and in the Purchasing Agents opinion the specifications will meet the needs of Tooele City without restricting the purchase to a single make, model, or supplier.

m. The Purchasing Agent shall prepare a Public Notice inviting prospective suppliers to submit a bid. The Public Notice will include:

(1) Description of the service(s) or items(s) to be purchased.

(2) Instructions concerning the location and acquisition of bidding documents.

(3) Date, time, and place of the opening of formal bids.

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

(1) Post on the public bulletin board at the City Hall at least five (5) days before the scheduled bid opening.

(2) Publish at least two (2) times in a local newspaper of general circulation at least five (5) days before the scheduled bid opening.

(3) Mail to responsible prospective suppliers whose names are on the Purchasing Agents bidders list and to those who have made a written request to be added to the bidders list.

o. Purchasing Agent shall prepare a formal bid packet designed to provide the information for a supplier to prepare a bid. As a minimum the bid packet shall include the following:

(1) Invitation to Bid

(2) Notice to Bidder

(3) Instructions to Bidders

(4) General Conditions

(5) A copy of the Purchase Request with detailed specifications furnished by the department head or a sheet(s) prepared by the Purchasing Agent from the information submitted by the originating department.

(6) Bid Proposal

p. The Purchasing Agent may modify to the extent necessary the formal bid procedures using the competitive sealed bid forms (formal bid packet) made a part of this procedure and included as Attachment "F". These forms will satisfy the usual and customary requirements for requesting sealed bid proposals from prospective suppliers (contractors) pursuant to instructions of this procedure.

9. FINANCE DEPARTMENT RESPONSIBILITIES

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

b. Finance Director shall audit all claims and payment demands against Tooele City and by signature or initial approve they be allowed. No checks in payment will be prepared unless the audit proves the existence of appropriate documentation in the form of completed Purchase Requests, Purchase Orders, reconciled receiving reports, billing statements, etc., to the Finance Director's satisfaction. In the absence of the Finance Director, a Position Schedule or Public Official's Bond equal in value to that of the Finance Director can delegate this responsibility only to an employee whose position is covered.

c. The Finance Department on receipt of the goldenrod copy of the Purchase Order may be assured that the instrument has been used to initiate and control a purchase and that all necessary approvals have been secured by the Purchasing Agent, on the Purchase Request form.

d. The Finance Department will accept the goldenrod copy of the Purchase Order, as proof of a departmental expenditure. The Purchase Order is at this point an encumbrance to be certified by the Finance Director. Only the Finance Director can certify an encumbrance. (The department head certification in the signature block of a Purchase Request indicates only that the request conforms to the approved budget.) The Finance Director on receipt of the goldenrod copy of a Purchase Order will examine to his/her satisfaction, affix signature or initial, to approve the encumbrance. The encumbrance authorization form used will be at the discretion of the Finance Director.

e. Accounts Payable Section—on receipt of the goldenrod copy of the Purchase Order will place the copy in file to await receipt of other documents, which will enable the Section to clear the Purchase Order for payment.

f. Accounts Payable Section on receipt of the receiving report (pink) copy of the Purchase Request with proof of receipt attached will match the goldenrod copy of the Purchase Order to the receiving report (pink) copy of the Purchase Request.

g. Accounts Payable Section, on receipt of vendor's billing statement, invoice, or other demand for payment, will match completed receiving report (pink) copy of Purchase Request and goldenrod copy of Purchase Order. When satisfied that the order is complete and the vendor's demand for payment does not exceed the agreed price assemble the copies in the following order top to bottom:

(1) Vendor's billing statement, invoice, etc.

(2) Purchase Order (goldenrod)

(3) Receiving report (pink copy of Purchase Request) with copies of supporting documents attached.

Forward the documents to the Treasurer for his/her approval and processing.

h. Exceptions to the Purchase Order process:

(1) Requests for travel and training. Such requests may be submitted on the Purchase Request form, signed by the department head and approved by the Mayor. The approved Purchase Request will be entered as an electronic requisition, approved by the Purchasing Agent, assigned a Purchase Order number, and submitted for payment. go directly to the Finance Director and is exempt from the Purchasing Agent soliciting bids, receiving quotations and assigning a purchase order number.

(2) Finance Director may disregard the Purchase Order process and authorize direct payments for ongoing City commitments such as utility bills, authorized bond payments, time payment agreements, payroll related expenses, lease payments, gasoline and diesel invoices, or any other payments that in his/her view does not require normal purchasing procedures.

SECTION III

1. DEFINITIONS

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

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

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

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

(4) Change Order means a written order originated and signed by the Purchasing Agent, directing a change to the contract. The Change Clause of the contract authorizes the Purchasing Agent to order a change without prior consent of the contractor.

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

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

(7) Contract Modification means any written alteration in specifications, delivery point, rate of delivery, point of performance, price, quantity, or other provisions of any contract. Contract modifications are accomplished by mutual consent and action of the parties to the contract.

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

(9) Debarment means the disqualification of a person or business to receive an Invitation to Bid or a Request for Proposals or the award of a contract for a specified time commensurate with the seriousness of the offense or the failure or inadequacy of performance.

(10) Designee means a duly authorized representative of a person holding a superior position.

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

(12) Governing Body means, in the case of local governments, the Mayor and the City Council, duly elected, who exercise by political administration, management and authority the affairs of the City.

(13) Governmental Body means a council, commission, board, bureau, committee, agency, etc. established by the officials of the executive (Mayor) an/or legislative (City Council) branch of the City.

(14) Local Bidder means a firm or individual who regularly maintains a place of business and transacts business in, or maintains an inventory of

merchandise for sale in, or is licensed by or pays business taxes to, the City of Tooele.

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

(16) Public Property means any item of real or personal property whose ownership lies with the City.

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

(18) Purchasing Agent means any person authorized by the governing body, in accordance with regulations or prescribed procedures, to enter into and administer verbal and written contracts and make determinations and findings with respect thereto. The term also includes the Tooele City authorized Purchasing Agent acting within the limits of authority set forth in this procedure.

(19) Purchase Request means that document whereby the department head or designee requests a verbal or written contract to be obtained for the departments specific needs. The document may include but is not limited to, the technical description of the requested items(s), delivery schedule, transportation, criteria for evaluation of the vendors, suggested sources of supply and other information available to the requesting department that may help the Purchasing Agent make written determinations and findings required by this procedure.

(20) Responsible Bid means an offer, submitted by a responsible bidder to furnish supplies, materials, equipment or services in conformity with the specifications, delivery terms, conditions and other requirements included in the invitation for bids.

(21) Responsible Bidder means a bidder who submits a responsible bid who has furnished when re- requested, information and data to prove his financial resources, production or service facilities and whose service reputation and experience are adequate to make satisfactory delivery of the supplies, materials, equipment or services on which he bids and who has not violated or attempted violation of any provision of the invitation to bid or of this procedure.

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

(23) Supplies mean all property, excluding land or permanent interest in land. The term means materials, supplies, equipment, goods, wares, merchandise or services of any kind or character.

(24) Suspension means the disqualification of a person or business to receive Invitations to Bid or Requests for Proposals, or the award of a contract. Suspensions may be temporary pending the completion of an investigation that may ensue because the person or business is suspected upon probable cause of engaging in criminal, fraudulent, or serious improper conduct or failure in adequacy of performance, which may lead to debarment.

EAD/swz

Attachments

ATTACHMENT "A"

SHORT FORM' AGREEMENT

This Agreement is made this day of, 19, by and between Tooele City Corporation, a municipal corporation of the State of Utah, hereinafter called "Tooele City", and --, a corporation/ partnership/individual, hereinafter called "Contractor", whose address is. In consideration of the mutual agreements as stated below, the sufficiency of which is acknowledged by both parties, it is agreed as follows:

The services Contractor shall perform for Tooele City are: Contractor's services are to be completed by the ---day of, 19 . Tooele City agrees to pay \$ for such services upon completion, final inspection and certification of such services by the department head in charge. Tooele City may cancel this Agreement after seven days written notice for substantial nonperformance of the services by Contractor. Contractor agrees to assume all liability and to hold Tooele City free and harmless from any and all liability and claims for damages by reason of any damage or arising from the performance or nonperformance by Contractor, its employees, agents and subcontractors, of its obligations under this Agreement.

ATTEST: TOOELE CITY CORPORATION

Patrick H. Dunlavy, Recorder

George w. Diehl, Mayor

ATTEST: CONTRACTOR

ATTACHMENT "B"

TOOELE CITY CORPORATION
90 NORTH MAIN STREET
TOOELE, UTAH 84074

INVITATION TO BID

TITLE:

Sealed competitive bid proposals for providing certain services, supplies, materials or equipment to Tooele city Corporation, will be received at the office of the Purchasing Agent, 90 North Main Street, until the time specified for the bid opening (see Notice to Bidder) at which time the bid proposals will be publicly opened and read.

Specifications and proposal forms may be obtained at the office of the Purchasing Agent. Proposal shall be submitted on the form(s) provided, in a sealed envelope and marked on the outside as prescribed in Instructions to Bidders.

Tooele City reserves the right to accept any' bid in whole or in any part and to reject any or all bids if it is deemed in the best interest of Tooele City to do so.

PURCHASING AGENT

NOTICE TO BIDDER

Sealed bid proposals will be received by Tooele City Corporation in the office of the Purchasing Agent, up to on the day of,

The bid opening will be in the office of the Purchasing Agent at on the day of,

INSTRUCTION AND CONDITIONS:

1. The bidder should become familiar with the Instructions to Bidders and the General Conditions made a part of the Invitation to Bid packet. Not all the information contained therein may be appropriate to the preparation of your proposal; however, those parts that do apply should be noted.
2. Bids received after the deadline shall not be considered and shall be returned to the bidder unopened.
3. Failure to examine any specifications and instructions shall be at bidders risk.
4. All prices and notations shall be legible, printed in or typewriter. No erasures permitted. Errors may be crossed out and corrections made but the changes must be made in ink or typewriter adjacent to the entry being corrected. The person signing the formal bid must initial in ink the correction(s) made.
5. All bidders shall complete the Bid Propos- al form included within this packet and indicate, with appropriate explanation, any part or parts of the bid specification that are NOT included in their bids.
6. Failure to submit a bid after having re- quested and received an Invitation to Bid packet may result in the removal of a bidders name from the bidders list.
7. Only the bids submitted on the Bid Propos- al form furnished by the Tooele City Purchasing Agent shall be considered.
8. Failure to observe and comply with the Purchasing Agents instructions and conditions may result in the rejection of your bid.

PURCHASING AGENT

GENERAL CONDITIONS

1. Equivalents: When in the specifications, one certain kind, type, catalog number, brand or manufacturer is named, it shall be regarded as establishing the required standard of quality and equality of items or products. If the bidder proposes to offer substitute items, which in the bidders opinion, is equal to those named in the specification, the bidder will so indicate on the BID PROPOSAL the kind, type, catalog number, brand, or manufacturer of the material/item(s) that is offered as an equal. The bidder shall submit data sheets and/or catalog page cuts or otherwise describe how the item offered as an equivalent differs from the specifications of the items/ materials Tooele City is requesting. Failure to indicate the description of an equivalent, equal or substitute item on the Bid Proposal will be interpreted that the bidder will furnish precisely the item specified.

2. Term of Contract: The successful bidder will be required to furnish Tooele City a period of 30 days from the date of the BID OPENING during which time additional items can be purchased at the prices indicated on the Bid Proposal.

3. Deliveries: No charge for delivery, drayage, express, parcel post, packing, packaging, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, shall be paid by Tooele City unless expressly included and itemized in the Bid Proposal. Items/ materials must be delivered within 45 days of the NOTICE OF AWARD or within the days or by the date stipulated in the specification. All deliveries must be made to the inside of the building and to the appropriate location within the building as designated by the receiving employee. Tooele City personnel are not required to assist in deliveries. Successful bidder is cautioned to notify shippers that adequate assistance must be provided by them at the point of delivery. Items of furniture must be delivered inside the building and in the place designated by the receiving employee. Damaged items, or items which do not comply with the specifications will not be accepted and title will not be vested to Tooele City until such items are accepted, without reservations, by the receiving department. The successful bidder (contractor) must replace, without further cost to Tooele City, such damaged or non-complying items before payment will be made. Deliveries are to be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on holidays.

4. Labeling/Marking: All packages, cartons, crates, boxes or other containers must be clearly marked with (a) building identification, if furniture the room designation when such specific are a part of the specifications, (b) description of contents or item number taken from the specifications, (c) quantity, (d) Tooele City purchase order number and (e) shippers name.

5. Guarantees: Unless otherwise stipulated in the specifications, equipment and furniture items, and similar nonexpendable durable items shall have a warranty or

guarantee by the manufacturer for a period of not less than one year from the date of acceptance by the receiving department. The manufacturers guarantee shall be furnished by the successful bidder if not already attached to the equipment when received. Any items provided after "NOTICE OF AWARD" which are, when received, or become defective during the guarantee/warranty period shall be replaced by the bidder free of charge with the specific understanding that replacements shall carry the same guarantee/warranty as the original equipment. The bidder (contractor) shall make any such replacement immediately upon receiving notice form the Purchasing Agent.

INSTRUCTIONS TO BIDDERS

1. Invitation to Bid: Which is the cover sheet of this sealed bid packet, as well as all parts of the bid packet as enumerated in the paragraph 7 below are the integral parts of the total bid packet.
2. Bid Lists: Prospective suppliers who request and receive a sealed bid packet and then fail to submit a bid must submit a letter of explanation as to the reason for not submitting a bid no later than the official BID OPENING. Absence of the bid and absence of the letter of explanation may justify removal of the vendor from the Purchasing Agents active bidders list.
3. Marking Envelopes: The bid proposal must be filled out on the form(s) prescribed and furnished. Completed bid will be enclosed in a sealed envelope which shall be marked "BID PROPOSAL", title of the bid proposal, date of opening and name and address of bidder.
4. Samples: The Purchasing Agent may require submission of a sample before or after the award of a contract, at no charge to Tooele City, in order to ascertain the suitability of the product for the purpose intended. Samples found unsuitable even after award of contract may cause cancellation of award. Every effort will be made to specifically state in the bid documents that samples are required, but in the absence of such specifics this paragraph is the Purchasing Agents authority to request samples from vendors. Failure to submit samples may be regarded as a basis for rejecting a bid. Samples must be reclaimed (called for) within 30 days of the award of contract or will be presumed abandoned and the Purchasing Agent will dispose of them as he sees fit.
5. Taxes: All purchases made by Tooele City Corporation are exempt from any federal, state or municipal sales tax and/or excised taxes.
6. Bid Form: The price which the bidder proposes must be typewritten or written in ink in the space(s) provided on the official BID PROPOSAL. In the event of a discrepancy between the unit price and extension, the unit price will govern. Bid prices will encompass everything necessary for furnishing the item(s) specified in, and in accordance with the specifications. The bid price will include proper packaging and the cost of delivery. Any circumstances that may cause a variance from the instructions to bidders may be explained in the form of a letter and must be included in the same envelope with the BID PROPOSAL.
7. Bid Documents: It is the bidders responsibility to become thoroughly familiar with all the documents provided by the Purchasing Agent. It is conclusively understood that bids are based upon full compliance with the various provisions contained in said documents. The documents comprising the invitation for a sealed bid proposal will, in this order, consist of (a) Invitation to Bid, (b) Notice to Bidder, (c) General Conditions, (d) Instructions to Bidder, (e) Specifications and (f) Bid Proposal.

NOTE: The specification sheet(s) may take any form at the discretion of the Purchasing Agent. In most cases a copy of the Purchase Request with originators specifications a part of that form or specification sheet(s) prepared by the Purchasing Agent from information developed and submitted by the originating department head.

Two sets of bid documents are given to prospective bidders. One set to be properly executed and signed. The other set is for the bidders file. Bids may be hand carried or mailed to Tooele City Corporation; Purchasing Agent, 90 North Main Street, Tooele, Utah 84074.

BID PROPOSAL

1. The undersigned, hereafter, called, the bidder, having become fully familiar with all the bid packet documents as enumerated in Instructions to Bidders, paragraph 7: hereby agrees and declares:

a. That prices, in this proposal, cover all labor, materials, transportation, insurance, and all other necessary expenses to fulfill the conditions of the contract within the time stated.

b. That if an equivalent, equal or substitute items/materials is IIQ1 inserted by the bidder in the specification sheet(s) it will be understood that only the specified items/materials are being furnished.

2. The following items are to be completed by the bidder:

a. Title of Bid Proposal as provided by the Purchasing Agent in Specifications or use first item listed in Specification Sheet.

TITLE:

3. We (bidder) hereby submit the following bid for the items/materials listed in the Specifications, which are a part of this bid packet.

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
<u>BID</u>		

When prices appear on multiple lines provide TOTAL

SIGNED BY:

(Can be company official authorized to sign on behalf of company)

FOR: COMPANY NAME ADDRESS PHONE



TOOELE CITY CORPORATION
PURCHASING POLICY, GUIDELINES,
AND PROCEDURES
June 19, 2019

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PURCHASING POLICY, GUIDELINES, AND PROCEDURES

SECTION I

1. PURPOSE

The purpose of this PURCHASING POLICY, GUIDELINES, AND PROCEDURE (hereinafter the "Procedure") include the following:

- a. To implement the mandated purchasing regulations of the Utah Code.
- b. To establish responsibility and provide detailed procedures for the department heads (users), the City Recorder (hereinafter the "Purchasing Agent"), the Finance Department (Fiscal), City officials, and other City employees involved in purchasing goods and services for Tooele City.

2. GENERAL INFORMATION

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

3. SCOPE

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

4. RESPONSIBILITY

It is incumbent upon all who have been delegated responsibility for budget preparation and expenditure authorization to comply with this Procedure and adhere to the Tooele City policies promulgated by the Mayor and City Council as contained in this Procedure.

5. PURCHASING AGENT AUTHORITY DEFINED

- a. The Purchasing Agent shall administer the purchasing policy, procedure, and guidelines provided by this Procedure. By the statutes referenced herein and by other applicable laws, the Purchasing Agent shall perform the duties and have

the power and authority to approve Purchase Orders for all departments of Tooele City.

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

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

6. STATUTORY AUTHORITY

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

SECTION II

1. POLICY AND GENERAL GUIDELINES

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

b. General guidelines:

(1) No purchase shall be made and no encumbrance shall be incurred for the benefit of Tooele City, except pursuant to this Procedure and Utah law.

(2) No purchase shall be made and no encumbrance shall be incurred unless funds sufficient to cover the purchase or encumbrance have been budgeted and are available and the appropriate City officials as herein provided approve the purchase.

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

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

(5) Whenever the requesting department head and the Purchasing Agent concur that a particular product, based on experience with that product, is superior and surpasses competing products in terms of quality, serviceability, and longevity, such product may be purchased notwithstanding the fact that a competing product could be purchased at less cost.

(6) Nothing contained in this Procedure shall be interpreted or construed to preclude the Purchasing Agent from joining with other units of government (City, County, State, or Federal) in cooperative purchasing plans when it can be shown the City will benefit by the savings of such cooperative purchasing.

(7) Whenever any purchase or encumbrance is made with State or Federal funds and the applicable State or Federal law or regulations governing the use of those funds are in conflict with this Procedure to the extent that following the provisions of this Procedure might jeopardize the use of those funds or the obtaining of future such funds, the City shall follow the applicable State or Federal laws and regulations.

(8) With specific reference to Section 10-6-138 of UCA 1953, as amended, the City Recorder, functioning as both City Recorder and Purchasing Agent, may sign as either the City Recorder or the Purchasing Agent contracts made on behalf of Tooele City. There will be no need for two signatures from the same person to meet this provision. The City Recorder shall maintain a properly indexed record of all contracts.

(9) Purchases in an amount more than \$1,000, but less than \$20,000 shall be approved by the Purchasing Agent and Mayor.

(10) All contracts for goods or services where the amount to be paid by the City is \$20,000 or more shall be approved by Resolution of the City Council.

(11) All contracts for goods and services shall be signed by the Mayor, attested by the City Recorder, and approved as to form by the City Attorney.

2. VENDORS

a. Vendors providing goods and/or services shall be on the City's vendor list.

b. To add a new vendor to the City's vendor list, department heads, or designees, shall direct vendors to provide a current and signed W-9 and a Utah Retirement Systems Post-Employment/Post-Retirement Restrictions Act

Certificate & Release (See Attachment "B") to Accounts Payable. The new vendor, if approved, will then be added to the City's vendor list, and assigned a vendor number.

3. SERVICES

a. Contracts for services where the amount to be paid by the City is less than \$5,000 may be awarded without the need for bid quotations or proposals. A written contract other than the Purchase Order may be used, but is not required.

b. Contracts for services where the amount to be paid by the City is \$5,000 or more shall require a written contract. The Agreement attached as Exhibit A may be used for this purpose.

c. Contracts for services where the amount to be paid by the City is less than \$20,000 shall be approved and authorized by the Mayor.

d. Contracts for services where the amount to be paid by the City is at least \$5,000 but less than \$20,000 shall be awarded only after three informal bid quotations or competitive bid proposals have been requested and received by the Purchasing Agent or department head.

e. Contracts for services where the amount to be paid by the City is \$20,000 or more shall be considered only after competitive bid proposals have been requested and received, and shall be approved and authorized by the City Council.

g. The bid requirements of this Section II shall not apply to contracts for architectural, engineering, legal, or other professional or personal services. These types of services shall be negotiated for on the basis of demonstrated competence and qualification and at fair and reasonable prices as agreeable to both parties.

h. Contracts for architect or engineering services are restricted by Utah Code Section 10-7-20.5, as amended.

i. With the approval of the Mayor and the Purchasing Agent, the requirements of bidding shall not apply when services can be reasonably purchased only from a single or sole source. If the contract for service is \$20,000 or more, even from a single or sole source, it shall be approved and authorized by the City Council.

j. Once a contract has been approved through the process outlined above, individual invoices do not need to be brought before the Council for approval even if they exceed \$20,000, but change orders exceeding \$20,000 shall be approved and authorized by the City Council.

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

4. GOODS

a. Purchase Requisitions for goods when the estimated cost is over \$1,000 and less than \$20,000, shall be processed and approved by the Purchasing Agent. These purchases require final approval from the Mayor.

b. Purchases of goods where the amount to be paid by the City is at least \$5,000 but less than \$20,000 shall be awarded only after three informal bid quotations or competitive bid proposals have been requested and received by the department head. If the purchase of said goods is an ongoing purchase, the informal bid process need only be done once.

c. Purchases made through the cooperative purchasing contracts administered by the State Divisions of Purchasing satisfies the bidding requirement, and no further bids are required.

d. Purchases of goods where the amount to be paid by the City is \$20,000 or more shall be approved and authorized by the City Council before the purchase is made. If, in the case of an emergency, the purchase is made before Council approval, the Invoice shall be ratified by the Council at their next scheduled meeting.

5. USE OF PETTY CASH FUNDS

a. Petty cash funds are funds to be used for incidental purchases, or emergency purchases that are less than \$50.

b. A written receipt, a store-issued receipt, or a pre-authorization form shall be given at the time of disbursement of funds. The receipt shall be signed, and an account line item assigned by the employee requesting the funds.

c. Petty cash shall be under lock and key at all times.

d. When requesting to replenish petty cash, a Petty Cash Log shall be filled out, balancing the starting cash, money disbursed, and ending cash. The log shall be signed by the representative and department head.

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

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

- a. Credit cards are issued in rare instance to approved individuals when no other form of payment can be used. These cards must be authorized by the Mayor, and the Purchasing Agent shall maintain a list of approved cards in the City's name.
- b. Purchasing cards allow City employees to purchase goods through a charge account at a specific place of business. The Purchasing Agent shall maintain a list of purchasing cards.
- c. Open lines of credit allow City employees to purchase goods with various vendors who do not issue a purchasing card, on an approved charge account at the place of business.
- d. Credit cards may only be used when a vendor does not offer payment with a purchase order, a purchasing card, open line of credit, or when a vendor will only be used for a one time purchase.
- e. Receipts must be submitted for purchases using credit cards, charge cards, or open lines of credit, and must not avoid or bypass City purchasing or payment procedures.
- f. No personal expenses may be made on any City credit card, purchasing card or open line of credit, under any circumstances.
- g. Employees to whom credit cards are issued are responsible for the security of the card and the transactions made with the card. The card is issued in the employee's name and it will be assumed that any purchases made with the card will have been made by the cardholder, or by department heads authorized to use the card. Credit card holders must immediately report any lost or stolen card and/or account information to the Finance Director and the Mayor.
- h. Assigned card holders must report any fraudulent charges or any discrepancies on the statement within 30 days to the Finance Director.
- i. If an item which has been purchased with a purchasing card, credit or charge card, or through a line of credit is returned to the place of business, the place of business shall credit the City's account, or issue credit towards the City's card. Employees are not to receive cash, instore credit, or gift cards for returned items.

j. Failure to comply with the guidelines established may result in disciplinary action, up to and including termination of employment and, where applicable, criminal prosecution.

7. PURCHASES NOT REQUIRING BIDS

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

b. Goods that can be reasonably purchased only from a single or sole source,

c. Purchases made through the cooperative purchasing contracts administered by the State Divisions of Purchasing,

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

e. Purchases for equipment which by reason of special training on the part of City employees and/or when known inventory and availability of replacement parts would make the purchase more compatible with existing equipment already owned by the City,

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

8. CONSTRUCTION OF PUBLIC IMPROVEMENTS

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

b. Contracts for improvements to public streets are governed by the procurement provisions of Utah Code Chapter 72-6, as amended.

c. The Mayor is authorized to approve extra work or change orders in an amount not to exceed \$20,000, or 10% of the contract when it can be justified by the contractor, agreed to by the Public Works Director or City Engineer after specifications review, and is in the best interest of the City.

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

e. Department heads, when contemplating making new improvements, shall cause plans and specifications for, and an estimate of, the cost of the improvement to be made by the City Engineer, or outside qualified design professionals. If the estimated cost is less than \$20,000, the Mayor may approve the improvement without calling for sealed bid proposals.

f. If the estimated cost of the proposed improvement exceeds \$20,000, the project shall be competitively bid and approved by the City Council.

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

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

i. All construction contracts shall be in writing. Construction contracts for public improvements costing less than \$20,000 may use the Agreement attached as Exhibit A. Construction contracts for public improvements costing \$20,000 or more shall use more detailed industry standard construction contracts prepared by the contractor, Public Works Director, or City Engineer.

9. QUALIFICATION OF BIDDERS AND SUPPLIERS

a. When appropriate, as determined by the Purchasing Agent and the department head, in consultation with the City Attorney, a bidder, supplier, or contractor may be required to prequalify for providing certain types of goods or services. To determine the capability and responsibility of these providers certain predetermined responsibility factors must be considered, which shall include the following:

(1) Availability of the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate the capability of the bidder, supplier, or contractor to meet contractual requirements.

(2) A satisfactory record of performance, in the discretion of the Purchasing Agent and department head.

(3) A satisfactory record of integrity, in the discretion of the Purchasing Agent and department head.

(4) Legal qualifications to contract with Tooele City Corporation.

(5) Whether all necessary information has been supplied in connection with the inquiry concerning responsibility, in the discretion of the Purchasing Agent.

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

SECTION III

1. PURCHASING AGENT RESPONSIBILITIES

The Purchasing Agent shall have the following duties and responsibilities:

a. Establish the Purchase Order Register to facilitate the recording of all Purchase Order numbers. Each Purchase Order will be consecutively numbered. A Purchase Order number will be assigned to every purchase.

b. Upon receipt of a Purchase Requisition, the Purchasing Agent shall evaluate and edit to his/her satisfaction to insure the Requisition is complete and accurate. If additional information is needed, the Purchasing Agent will request it from the originating department. Once the information is complete, the approval of the Purchase Order may proceed.

c. The Purchasing Agent, on receipt of a Purchase Requisition requesting establishment of a "Blanket Purchase Order", will issue a Purchase Order, as an agreement with a specific vendor authorizing the purchase of multiple low-dollar value items without the need for subsequent Purchase Orders being issued.

d. The Purchasing Agent shall insure that all documents are attached to, or provided as part of entering into, all written contracts, including the Agreement attached as Exhibit A, such as, Certificate of Liability Insurance, Certificate of Workers Compensation Insurance, Business License, vendor tax identification information, etc., as applicable.

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

(1) Description of the services or items to be purchased.

(2) Instructions concerning the location and acquisition of bidding documents.

(3) Date, time, and place of the opening of formal sealed bids.

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

(1) Post at City Hall.

(2) Publish at least two (2) times in a local newspaper of general circulation, or as otherwise required by law.

(3) Publish on the City website.

(4) Publish on the State Public Notice website.

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

h. Have signature authority for payroll and bank accounts.

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

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

2. DEPARTMENT HEAD RESPONSIBILITIES

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

b. Department heads whose activities generate substantial requirements for miscellaneous items may initiate a Purchase Requisition requesting the establishment of a "Blanket Purchase Order". Such Purchase Orders may be used when frequent purchases of miscellaneous items are made from a single vendor. The request may not exceed \$1,000, unless the request is for recurring monthly charges for the same goods, i.e.: gasoline or fuel charges, public

notices, monthly contracts, etc. In those instances, the Blanket Purchase Order may not exceed \$15,000. The department head is responsible to keep records of all miscellaneous items purchased and will submit all receipts to the Finance Department. The invoice or receipt should include the Blanket Purchase Order number, date, line item, amount, and the department head's signature.

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

d. Purchase Requisitions for goods with a total estimated price of less than \$1,000 may be made at the department head's discretion, and all bidding may be dispensed with for these low-dollar value open market purchases. Purchase Requests from department heads without "Blanket Purchase Order" authority will be processed by the submission of a Purchase Requisition, and approved by the Purchasing Agent.

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

f. Purchase requests for goods, when the estimated cost is over \$5,000 and less than \$20,000, may be processed by the department head by telephone or electronic solicitation in the open market. Open market purchases whenever possible, shall be based on three price quotations from prospective vendors, and it will be at the department head's discretion that the solicitation for bids may be by telephone, online search, written request, or published notice. Open market purchases, irrespective of type of solicitation, will be awarded to the lowest responsible responsive bidder. (Refer to Section II.3.f. for a list of possible exemptions.)

g. Purchase requests for goods, when the estimated cost is \$20,000 or more, shall be put out for public bid. The department head will cause publication of notice at least twice in a newspaper of general circulation published in Tooele City. The notice will also be posted on the City website and the State Public Notice webpage. (Refer to Attachment "C" for samples of bid documents.)

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

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

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

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

3. FINANCE DEPARTMENT RESPONSIBILITIES

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

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

c. Accounts Payable will maintain the City's vendor list. When a department requests new vendors be added to the City's vendor list, Accounts Payable will obtain the necessary information and forms from the department making the request.

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

e. Accounts Payable, on receipt of the Purchase Order, will place the copy in a Finance Department file to await receipt of supporting documents. This will enable Accounts Payable to clear the Purchase Order for payment.

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

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

h. Exceptions to the Purchase Order process:

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

SECTION IV

1. DEFINITIONS

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

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

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

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

(4) Change Order means a written order directing a change to the contract.

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

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

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

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

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

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

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

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

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

(14) Governing Body means the Tooele City Council.

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

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

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

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

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

(20) Purchasing Agent means the City Recorder.

(21) Purchase Order or Order means a document, with a specific number assigned, that is generated after a Purchase Requisition or Requisition has been entered in the purchasing system. It requires approval by the Purchasing Agent; and Mayor and City Council, when applicable.

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

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

ATTACHMENT "A"



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and [NAME] of [ADDRESS], a(n) [individual/company type], (hereinafter “Contractor”) enter into this Agreement on the ____ day of _____, 20__ (the “Effective Date”).

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the City:

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of \$_____ for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a (Total Cost Contract.) The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by [DATE].
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole

proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

- d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
 - e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney

(Revised 05/24/2017)

ATTACHMENT "B"



**UTAH RETIREMENT SYSTEMS
POST-EMPLOYMENT/POST-RETIREMENT
RESTRICTIONS ACT CERTIFICATION &
RELEASE**

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

- Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____
[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

Contractor Signature

Date

ATTACHMENT "C"

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

Tooele City
90 North Main
Tooele, Utah 84074

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

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

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

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

Cell Tower at Elton Park



TOOELE CITY CORPORATION

RESOLUTION 2019-43

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH _____ FOR THE 2019 CULINARY WATER IMPROVEMENT PROJECT.

WHEREAS, in the course of the City's routine water system maintenance evaluation, it has been determined that certain existing water facilities within the City's water system have deteriorated to the point that it is prudent to replace and/or upgrade them in order to maintain system functionality and efficiency; and,

WHEREAS, these facilities consist primarily of main waterlines, culinary water service laterals, and related facilities; and,

WHEREAS, the City accepted public bids for construction of the Project in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated, as amended; and,

WHEREAS, _____ has submitted a cost proposal of _____ Dollars (\$ _____), which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A.

WHEREAS, the City Administration requests an additional appropriation of 5% of the bid amount, approximately _____ Dollars (\$ _____), as contingency for change orders for changed conditions that may arise during the Project, as reviewed and authorized by the Mayor; and,

WHEREAS, the Project is to be funded using Tooele City revenue sources that include water enterprise funds:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign a contract attached hereto as Exhibit B with _____ for completion of the 2019 Culinary Water Improvement Project for a sum not to exceed _____ Dollars (\$ _____), plus an additional _____ Dollars (\$ _____) contingency (5%), which may be used as necessary for changed conditions at the discretion of the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Bid Evaluation

Exhibit B

Agreement

TOOELE CITY CORPORATION

RESOLUTION 2019-44

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH _____ FOR THE 2019 ROADWAY IMPROVEMENT PROJECT.

WHEREAS, Tooele City has more than 220 lane miles of public roadway located within the City limits for which it has responsibility; and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the City receives State roadway assistance (Road "C") funds, which funds are to be used by the City for public roadway maintenance and repair; and,

WHEREAS, the City solicited public bids for construction of the 2019 Roadway Improvements Project in accordance with the procedures of §11-39-101 *et seq.* and §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, _____ has submitted a cost proposal of _____ Dollars (\$ _____), which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of 5% of the bid amount, approximately _____ Dollars (\$ _____), as contingency for change orders for changed conditions that may arise during the Project, as reviewed and authorized by the Mayor; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign a contract attached hereto as Exhibit B with _____ for completion of the 2019 Roadway Improvement Project for a sum not to exceed _____ Dollars (\$ _____), plus an additional _____ Dollars (\$ _____) contingency (5%), which may be used as necessary for changed conditions at the discretion of the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

Approved as to Form:

Roger Baker, Tooele City Attorney

EXHIBIT A

Bid Tabulation

EXHIBIT B

Agreement

TOOELE CITY CORPORATION

ORDINANCE 2019-15

AN ORDINANCE OF THE TOOELE CITY COUNCIL REASSIGNING THE ZONING CLASSIFICATION TO THE MR-8 MULTI-FAMILY RESIDENTIAL ZONING DISTRICT FOR 9.42 ACRES OF PROPERTY LOCATED AT 251 NORTH FIRST STREET.

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, the R1-7 Residential zoning district is currently assigned to approximately 9.42 acres of land located at 251 North First Street (see map attached as **Exhibit A**); and,

WHEREAS, the 9.42 acres are currently owned by Tooele County Board of Education; and,

WHEREAS, by Rezone Petition received May 7, 2019, Sheila Urias has requested that the subject property be reassigned to the MR-8 Multi-Family Residential zoning district (see Rezone Petition attached as Exhibit B); and,

WHEREAS, the surrounding properties to the north, west, east and south are assigned the R1-7 Residential zoning districts; and,

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

WHEREAS, on May 22, 2019, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council; and,

WHEREAS, the City Council convened a duly-noticed public hearing on _____, 2019; and,

WHEREAS, the City Council finds that, subject to the reasonable and appropriate conditions outlined below, the requested Zoning Map amendment is not adverse to the best interest of the City; and,

WHEREAS, the City is under no obligation to approve a Zoning Map amendment, but may do so upon finding a rational basis:

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

Section 1. Amendment. The Tooele City Zoning Map is hereby amended to indicate that the zoning district assigned to the subject properties shall be reassigned to the MR-8 Multi-Family Residential zoning district; and,

Section 2. Rational Basis. The City Council hereby finds that the above-described expressed conditions to the approval of this Ordinance 2019-15 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 subject property.

Section 4. No Vesting. Approval of this Ordinance 2019-15, together with its exhibits, 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, units, roads).

Section 5. Severability. If any section, part or provision of this Ordinance 2019-15 is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 6. Effective Date. 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 _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y Pitt, City Recorder

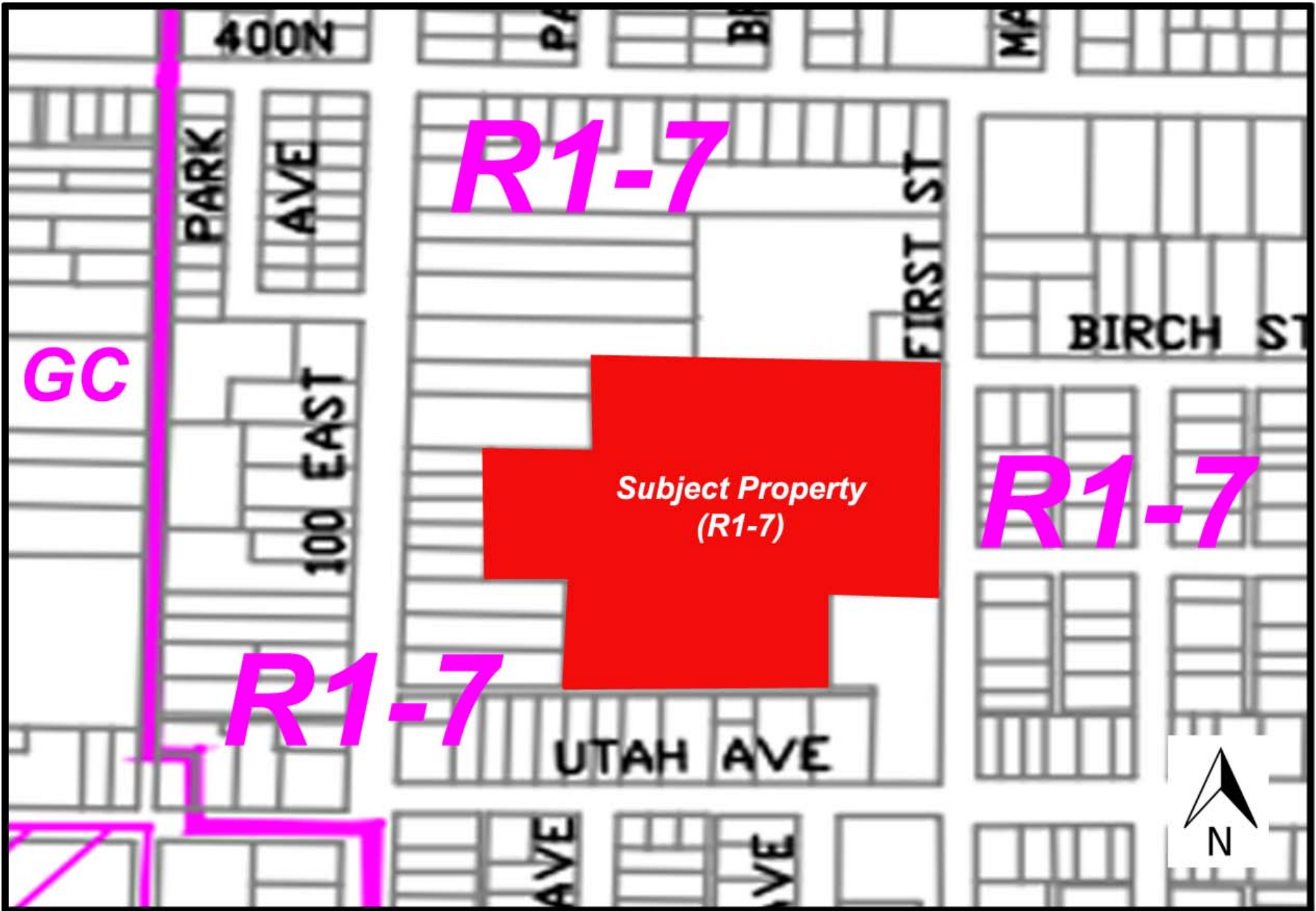
S E A L

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

EXHIBIT A

ZONING MAP

Skull Valley Health Care Zoning Map Amendment



Current Zoning

EXHIBIT B

REZONE PETITION

Zoning, General Plan, & Master Plan

Map Amendment Application

Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2132 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.

P19-338

Project Information			
Date of Submission: 5-7-2019	Current Map Designation: R1-7	Proposed Map Designation: MR-8	Parcel #(s): 0204200039-0204200033
Project Name: Skull Valley Health CARE		Acres: 9.42	Parcel #(s): 0204200010
Project Address: 251 North First Street, Tooele, Utah 84074			
Proposed for Amendment: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> General Plan <input checked="" type="checkbox"/> Master Plan: <u>Zone change</u>			
Brief Project Summary: CHANGE ZONE FROM R1-7 TO MR-8.			
Tooele County Board of Education AKA			
Property Owner(s): Tooele County School District		Applicant(s): SHEILA URIAS	
Address: 92 South Lodestone Way		Address: 1929 AARON DRIVE STE 1	
City: Tooele	State: UT	City: Tooele	State: UT
Zip: 84074		Zip: 84074	
Phone: 435-833-1900		Phone: 775-778-1937	
Contact Person: Tyson Dixon		Address: 9160 South 300W Ste 13	
Phone: 801-860-0118		City: SANDY	State: UT
Cellular: 801-860-0118	Fax:	Zip: 84070	
		Email: TYSON@RENAISSANCEPARK.h.com	

County Record Address - Tooele
 66 W Vine St. 84074

*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.

# 00346585			
For Office Use Only			
Received By: CIA	Date Received: 5/7/19	Fees: 1,942 ⁰⁰	App. #: 2190333

EXHIBIT C

PLANNING COMMISSION MINUTES

STAFF REPORT

May 14, 2019

To: Tooele City Planning Commission
Business Date: May 22, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Harris Elementary – Zoning Map Amendment Request

Application No.: P19-338
Applicant: The former Harris Elementary School
Project Location: 251 North First Street
Zoning: R1-7 Residential Zone
Acreage: 9.42 Acres (Approximately 410,335 ft²)
Request: Request for approval of a Zoning Map Amendment in the R1-7 Residential zone regarding reassignment of the subject properties to the MR-8 Multi-Family Residential zoning district.

BACKGROUND

Tooele County School District is selling Harris Elementary. This application is a request for approval of a Zoning Map Amendment for approximately 9.42 acres located at approximately 251 North First Street. The property is currently zoned R1-7 Residential. The applicant is requesting that a Zoning Map Amendment to MR-8 Multi-Family Residential be approved to permit development of the site and former Harris Elementary School with the uses permitted in the MR-8 zoning district.

It should be emphasized that the existing Harris Elementary School **WILL NOT BE TORN DOWN** but will remain and be utilized as a use other than a public school. The change in zoning is necessary to facilitate certain uses that will occur within the building.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R1-7 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.” The R1-7 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation. All properties surrounding the Harris Elementary site are zoned R1-7 Residential and utilized as residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

The purpose of the MR-8 Multi-Family Residential zoning district is to provide an environment and opportunities for high-density residential uses, including attached single-family residential units, apartments, condominiums and townhouses. This zoning district is intended to serve as a transitional district between principally single-family residential zoning districts and higher density multi-family zoning districts. The MR-8 Multi-Family Residential zone supports a maximum of 8 dwelling units per acre and permits two family, multi-family, condominium and town home development. Single-Family Residential uses are not permitted in the MR-8 zone.

Criteria For Approval. The criteria for review and potential approval of a Zoning Map Amendment request is found in Sections 7-11-6, 8 and 9 of the Tooele City Code. This section depicts the standard of review for such requests as:

- (1) No amendment to the Zoning Ordinance or Zoning Districts Map may be recommended by the Planning Commission or approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Zoning Ordinance or Zoning Districts Map amendment, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
 - (a) The effect of the proposed amendment on the character of the surrounding area.
 - (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.
 - (c) Consistency and compatibility with the General Plan Land Use Map for adjoining and nearby properties.
 - (d) The suitability of the properties for the uses proposed viz. a. viz. the suitability of the properties for the uses identified by the General Plan.
 - (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
 - (f) The overall community benefit of the proposed amendment.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Zoning Map Amendment submission and has issued the following findings.

1. Rezoning the property from R1-7 increases the density from 5 units per acre to 8. For example, in the R1-7 zone the property may yield 37 units. In the MR-8 zone development of the property could yield approximately 60 units (considering 20% of the property being used for roads, storm water basins, etc).
2. The MR-8 zone permits uses that are prohibited in the R1-7 zone.
3. The MR-8 zone prohibits uses that are permitted in the R1-7 zone.
4. Building setbacks and lot sizes are very similar in both zones with some minor differences.
5. The existing Harris Elementary School will remain and be utilized with uses permitted in the MR-8 Multi-Family Residential zone.

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 the Planning Commission carefully weigh this request for a Zoning Map Amendment according to the appropriate tenets of the Utah State Code and the Tooele City Code, particularly Section 7-1A-7(1) and render a decision in the best interest of the community with any conditions deemed appropriate and based on specific findings to address the necessary criteria for making such decisions.

Potential topics for findings that the Commission should consider in rendering a decision:

1. The effect of the proposed application on the character of the surrounding area.
2. The degree to which the proposed application is consistent with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed application is consistent with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed application is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the properties for the uses proposed.
6. The degree to which the proposed application will or will not be deleterious to the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed application conforms to the general aesthetic and physical development of the area.
8. Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Whether or not public services in the area are adequate to support the subject development.
11. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Skull Valley Health Care Zoning Map Amendment Request by Sheila Urias, representing Skull Valley Health Care to reassign the subject properties to the MR-8 Multi-Family Residential zoning district, application number P19-338, based on the findings listed in the Staff Report dated May 14, 2019:”

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 Skull Valley Health Care Zoning Map Amendment Request by Sheila Urias, representing Skull Valley Health Care to reassign the subject properties to the MR-8 Multi-Family Residential zoning district, application number P19-338, based on the following findings:”

1. List any findings...

EXHIBIT A

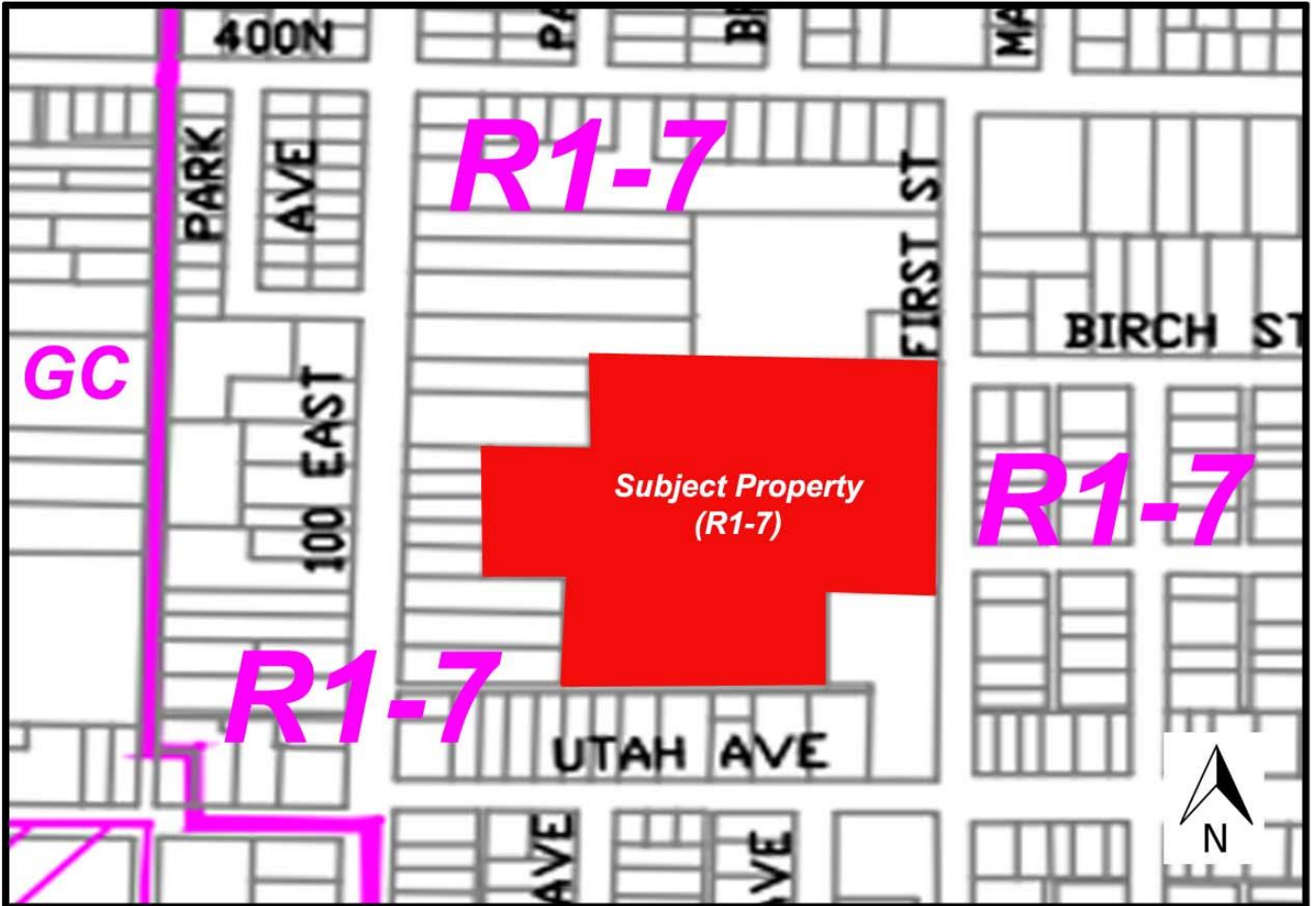
MAPPING PERTINENT TO THE SKULL VALLEY HEALTH CARE ZONING MAP AMENDMENT

Skull Valley Health Care Zoning Map Amendment



Aerial View

Skull Valley Health Care Zoning Map Amendment



Current Zoning

STAFF REPORT

May 14, 2019

To: Tooele City Planning Commission
Business Date: May 22, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Copper Canyon Phases 7-14 – Preliminary Plan Request

Application No.: P18-426
Applicant: Brian Carlisle, representing Bach Land & Development, LLC
Project Location: Approximately 350 West Tooele Boulevard
Zoning: R1-7 PUD Residential Zone
Acreage: 60.26 Acres (Approximately 2,624,925 ft²)
Request: Request for approval of a Preliminary Plan Subdivision in the Copper Canyon PUD Planned Unit Development regarding the creation of 249 single-family residential lots.

BACKGROUND

This application is a request for approval of a Preliminary Plan for approximately 60.26 acres located at approximately 350 West Tooele Boulevard. 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 294 single-family residential lots and all of the necessary public infrastructure.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the R1-7 PUD Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R1-7 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.” The R1-7 PUD Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation. North of the proposed phases on the adjacent side of the Union Pacific Railroad tracks property is zoned MR-16 Multi-Family Residential. To the south properties are zoned MR-8 Multi-Family Residential and R1-7 Residential. To the east properties are also zoned MR-8. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Subdivision Layout. Phases 7-14 will complete the Copper Canyon PUD building south west from the existing development until phase 14 finishes out the development at the south west corner. Lots within the subdivision range in size from 6000 square feet up to 13,000 square feet and must meet the minimum criteria for lot width, frontage and size as required by the Copper Canyon PUD.

Each phase in the subdivision will connect to existing points of connection constructed with previous development and install the necessary improvements to which future phases may connect. Tooele Boulevard will be constructed with each phase as it will continue to the southwest.

There are significant double fronting lots within the subdivision and will be required to install landscaping and trees in the park strip along with a solid vinyl fence. Six foot precast concrete fencing will be installed along Tooele Boulevard adjacent to the Union Pacific Railroad right-of-way. Detailed landscape plans will be required during each phase's final plat subdivision review.

At the center of the development, extending from Phase 6 to Phase 14 is a 40 foot wide landscape strip that will include a trail system connecting the park at 200 West to the future park in Phase 14. Phase 14 will include a 2.54 acre park. These open spaces will be constructed and landscaped by the applicant and then dedicated to Tooele City for maintenance. Each phase will construct its share of the open space.

It should be noted that the lots in Phases 7 and 12, adjacent to Phase 1 of Copper Canyon, will require a 10 foot easement providing Tooele City with access to a sewer line extending the length of both phases. This easement will essentially be unuseable to the property owner but will still be considered part of the lot. Setbacks will be measured to property line, not to easement line. Staff has included language, written by the City Attorney explaining the nature of the easement.

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 7-19-8 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 conditions:

1. A landscape, irrigation and fencing plan shall be provided for all double fronting lots and open spaces during each phase's final plat subdivision review and all landscaping shall be consistent with the terms of the development agreement.

2. A 10-foot sewer easement shall be provided on all lots in phases 7 and 12 where property lines are shared with lots in Copper Canyon Phase 1 amended subdivision.

Engineering Review. The Tooele City Engineering and Public Works Divisions have completed their reviews 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 Brian Carlisle, representing Bach Land & Development, LLC, application number P18-426, 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. A landscape, irrigation and fencing plan shall be provided for all double fronting lots and open spaces during each phase's final plat subdivision review and all landscaping shall be consistent with the terms of the development agreement.
6. A 10-foot sewer easement shall be provided on all lots in phases 7 and 12 where property lines are shared with lots in Copper Canyon Phase 1 amended subdivision.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
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 Phases 7-14 Preliminary Plan Request by Brian Carlisle, representing Bach Land & Development, LLC for the purpose of creating 249 single family residential lots, application number P18-426, based on the findings and subject to the conditions listed in the Staff Report dated May 14, 2019:”

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 Phases 7-14 Preliminary Plan Request by Brian Carlisle, representing Bach Land & Development, LLC or the purpose of creating 249 single family residential lots, application number P18-426, based on the following findings:”

1. List any findings...

EXHIBIT A

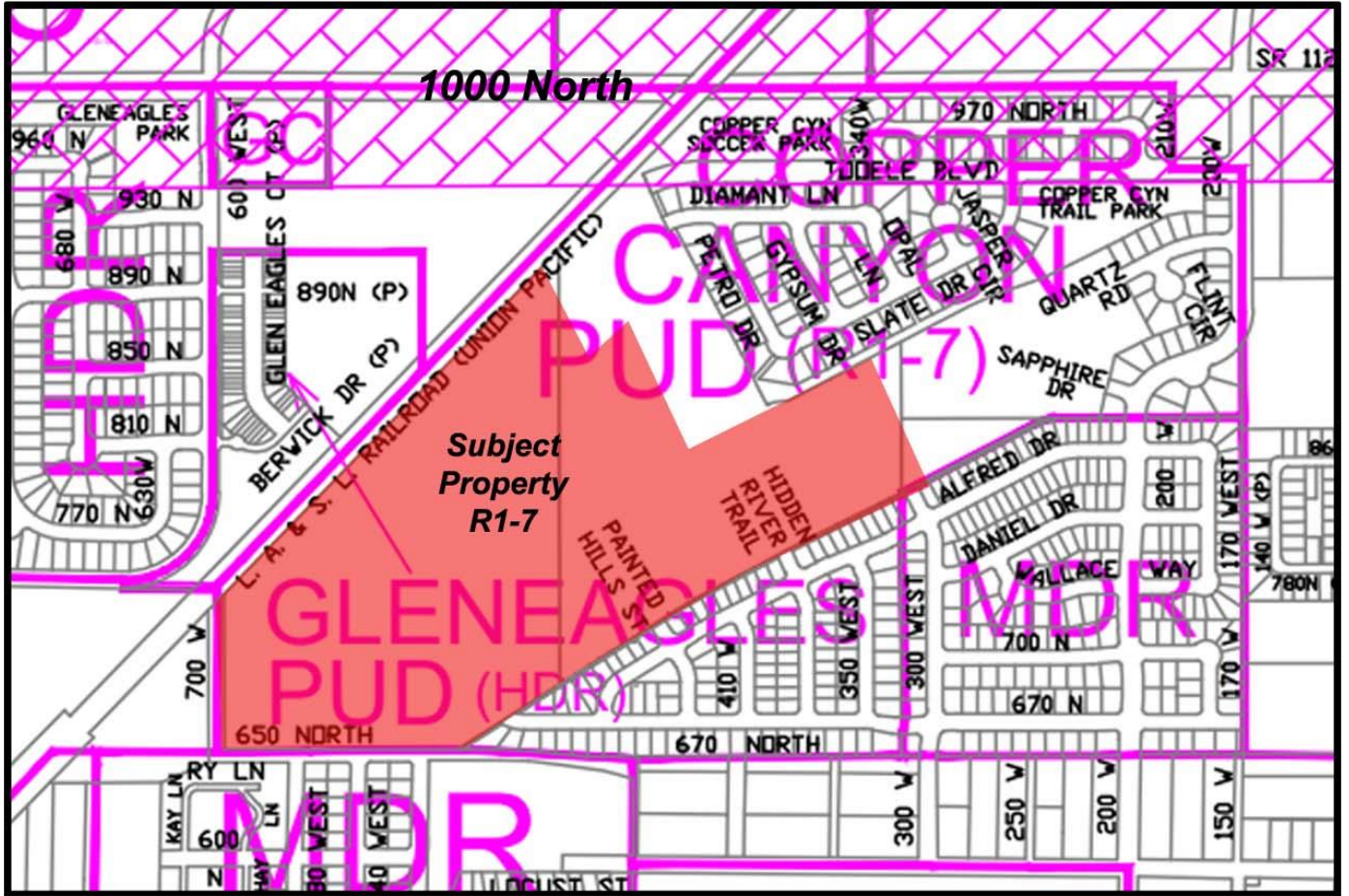
MAPPING PERTINENT TO THE COPPER CANYON PHASES 7-14 PRELIMINARY PLAN

Copper Canyon Phases 7-14 Preliminary Plan



Aerial View

Copper Canyon Phases 7-14 Preliminary Plan



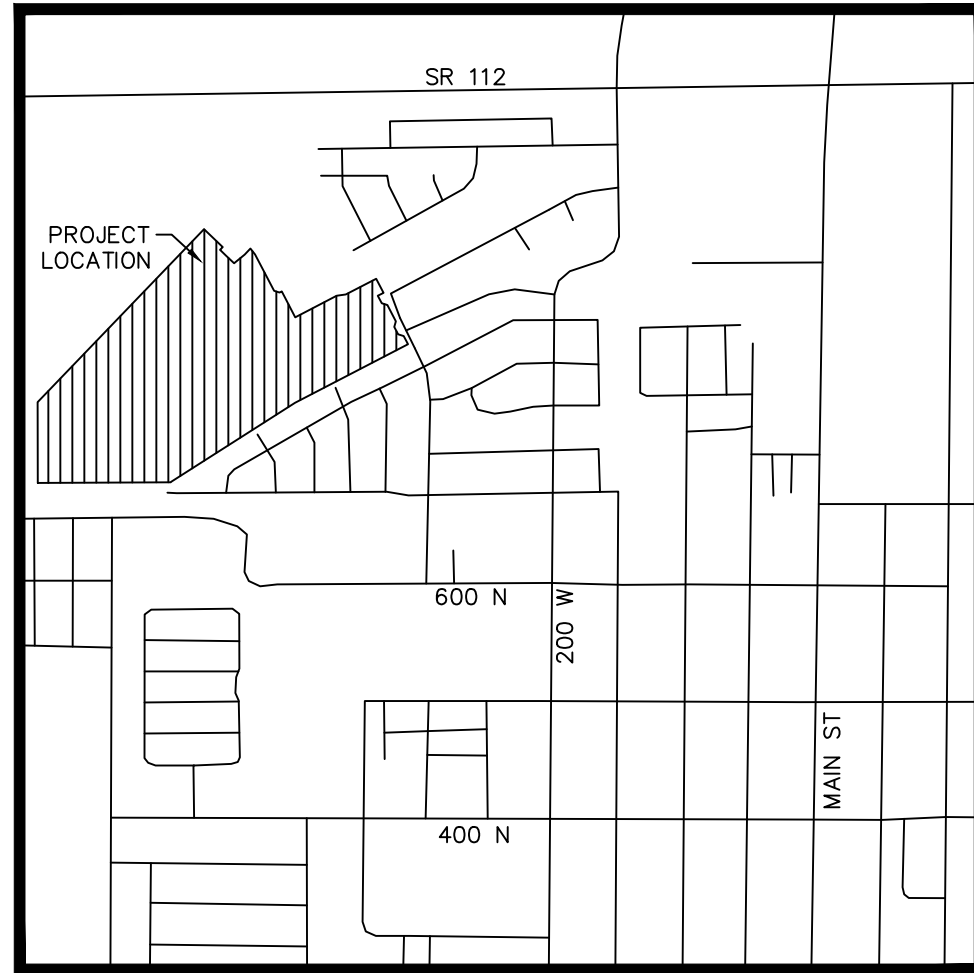
Current Zoning

EXHIBIT B

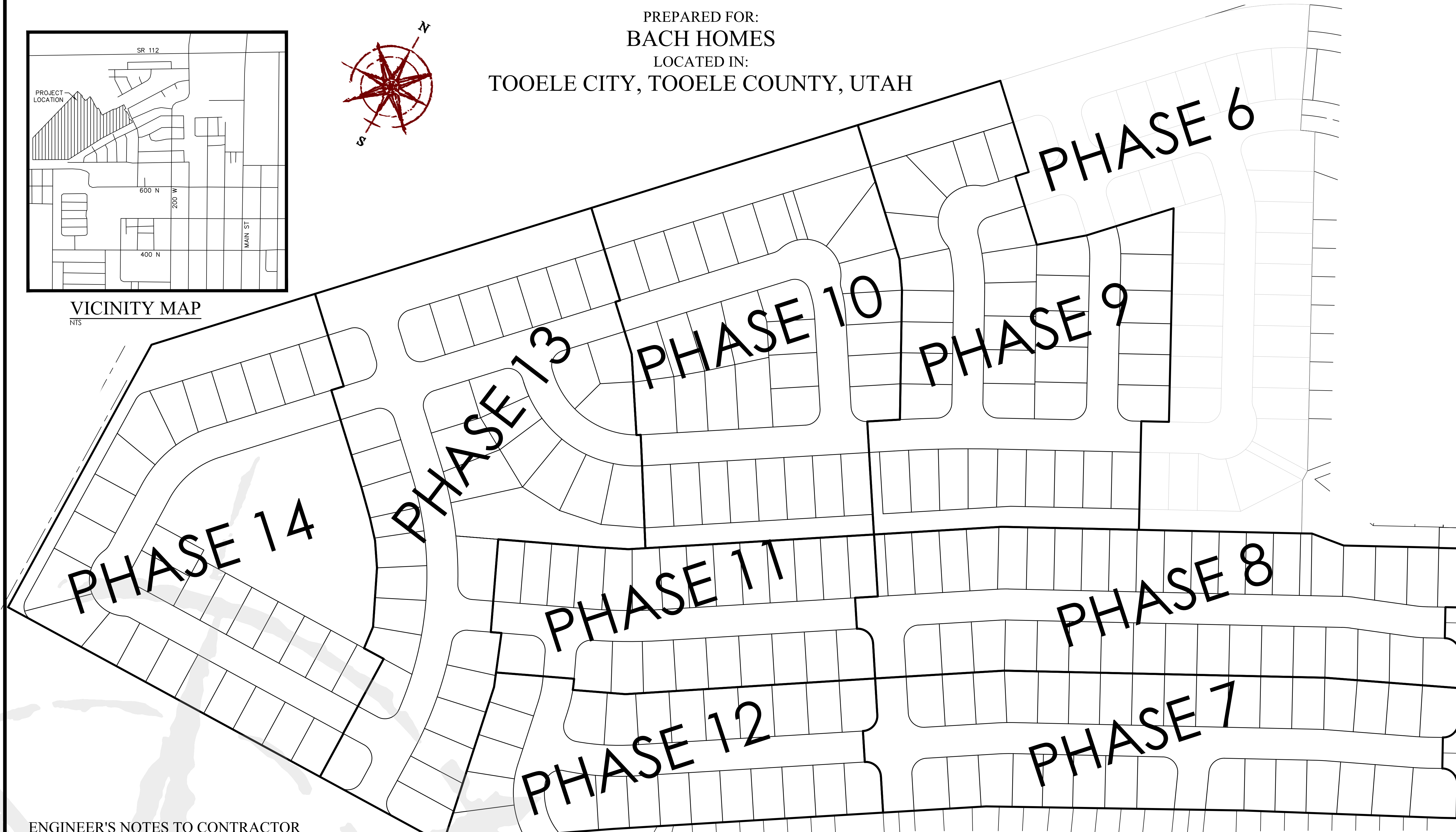
PROPOSED DEVELOPMENT PLANS

COPPER CANYON PHASES 7-14 PRELIMINARY

PREPARED FOR:
BACH HOMES
 LOCATED IN:
TOOELE CITY, TOOELE COUNTY, UTAH



VICINITY MAP
 NTS



SITE MAP

ENGINEER'S NOTES TO CONTRACTOR

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANT THE ACCURACY OF SUCH LINENWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

GENERAL NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION SHALL ADHERE TO TOOELE CITY STANDARD PLANS AND SPECIFICATIONS. (SEE TOOELE CITY WEB PAGE)
- ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
- THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

CONTACTS

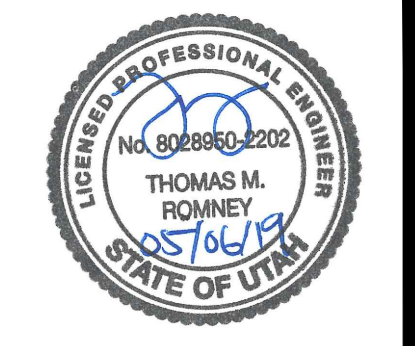
ENGINEER & SURVEYOR
 FOCUS ENGINEERING & SURVEYING, LLC
 32 WEST CENTER STREET
 MIDVALE, UTAH 84047
 (801) 352-0075
 PROJECT MANAGER: MATHEW WANGSGAARD, EIT
 SURVEY MANAGER: SPENCER LLEWELYN, PLS

OWNER/DEVELOPER
 BACH HOMES
 11650 SOUTH STATE STREET, SUITE 300
 DRAPER, UTAH 84020
 (801) 540-4808
 CONTACT: BRIAN CARLISLE

CITY ENGINEER
 TOOELE CITY OFFICES
 90 NORTH MAIN STREET
 TOOELE, UTAH 84074
 (435) 843-2132
 CONTACT: PAUL HANSEN

PLANNING DIVISION
 TOOELE CITY OFFICES
 90 NORTH MAIN STREET
 TOOELE, UTAH 84074
 (435) 843-2132
 CONTACT: JIM BOLSER

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C2.01	OVERALL PRELIMINARY PLAT
C2.1	OVERALL PRELIMINARY PLAT
C2.2	OVERALL PRELIMINARY PLAT
C2.3	OVERALL PRELIMINARY PLAT
C2.4	OVERALL PRELIMINARY PLAT
C3.0	OVERALL PRELIMINARY SITE PLAN
C3.1	OVERALL PRELIMINARY SITE PLAN
C3.2	OVERALL PRELIMINARY SITE PLAN
C3.3	OVERALL PRELIMINARY SITE PLAN
C3.4	OVERALL PRELIMINARY SITE PLAN
C3.5	OVERALL PRELIMINARY SITE PLAN
C4.0	OVERALL PRELIMINARY GRADING PLAN
C4.1	OVERALL PRELIMINARY GRADING PLAN
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C6.5	OVERALL PRELIMINARY SEWER AND WATER PLAN
PP01	PLAN AND PROFILE KEY MAP
PP02	TOOELE BOULEVARD
PP03	TOOELE BOULEVARD
PP04	TOOELE BOULEVARD
PP05	TOOELE BOULEVARD
PP06	COLEMAN STREET
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D01	DETAILS



COPPER CANYON PHASES 7-14 PRELIMINARY
TOOELE CITY, TOOELE COUNTY, UTAH
COVER SHEET

REVISION BLOCK	
#	DATE

COVER SHEET

Scale: 1"=100' Drawn: MHW
 Date: 05/06/19 Job #: 18-083
 Sheet: C1

BENCHMARK
 BENCHMARK TC-30 AS PUBLISHED BY THE TOOELE COUNTY SURVEYOR
 FOOT EQUIVALENT ELEV: 4830.00
 DATUM: NAVD88
 LOCATED ON A BRASS DISK IN A PVC SLEEVE AT THE INTERSECTION OF 700 WEST AND ROGERS STREET

SURVEYOR'S CERTIFICATE

I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, parcels, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

SPENCER W. LLEWELLYN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 10516507

DATE

BOUNDARY DESCRIPTION

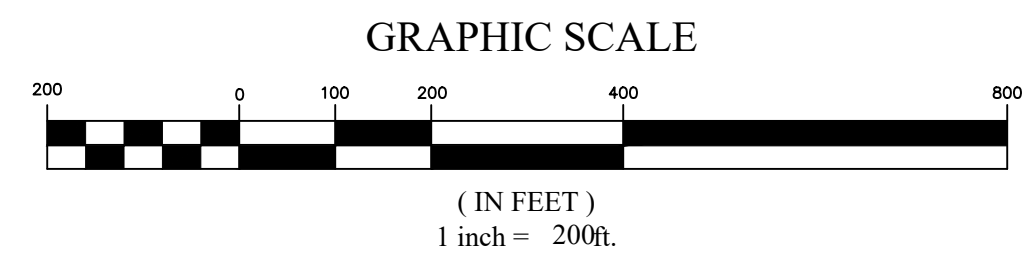
A portion of the NW1/4 of Section 21 and the NE1/4 of Section 20, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:
Beginning at a point on the Northernly Right-of-Way of that Real Property described in Deed Book 950 Page 380 of the Official Records of Tooele County, said point is also on the Southernly Right-of-Way of the Los Angeles and Salt Lake Railroad, located 500'09"13"E along the Section line 769.71 feet and West 126.77 feet from the Northwest Corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian (Basis of Bearing: S89°42'47"W along the Section line between the North 1/4 Corner and Northwest Corner of said Section 21); thence S46°05'25"E 183.97 feet; thence S43°54'35"W 27.00 feet; thence S46°10'51"E 138.85 feet; thence N50°28'01"E 97.92 feet; thence N43°54'35"E 176.42 feet; thence S27°33'11"E 413.09 feet; thence S62°26'49"W 53.47 feet; thence S27°33'11"E 210.00 feet; thence N62°26'49"E 314.81 feet to the Southwesterly corner of COPPER CANYON P.U.D. PHASE 3, according to the Official Plat recorded February 18, 2015 as Entry No. 409156 in the Office of the Tooele County Recorder; thence along said plat the following 3 (three) courses and distances: N62°05'22"E 20.00 feet; thence N81°51'01"E 65.64 feet; thence N62°26'49"E 183.92 feet to a point on the Westerly line of COPPER CANYON P.U.D. PHASE 2B as constructed and monumented, according to the Official Plat thereof recorded October 5, 2007 as Entry No. 294722 in the Office of the Tooele County Recorder; thence along said plat the following 2 (two) courses and distances: S27°33'11"E 0.59 feet; thence N62°26'23"E 61.27 feet to the Northwesterly corner of Lot 501, COPPER CANYON P.U.D. PHASE 5, according to the Official Plat recorded October 26, 2017 as Entry No. 457181 in the Office of the Tooele County Recorder; thence along said plat and along the Westerly line of COPPER CANYON P.U.D. PHASE 4, according to the Official Plat thereof recorded in the Office of the Tooele County Recorder the following 9 (nine) courses and distances: S27°42'21"E 114.06 feet; thence S62°17'39"W 46.18 feet; thence S27°42'21"E 60.00 feet; thence Easterly along the arc of a non-tangent curve to the right having a radius of 29.50 feet (radius bears: S27°42'21"E) a distance of 46.34 feet through a central angle of 90°00'00" Chord: S72°42'21"E 41.72 feet; thence S27°42'21"E 133.00 feet; thence along the arc of a curve to the right with a radius of 29.50 feet a distance of 46.42 feet through a central angle of 90°09'10" Chord: S17°22'14"W 41.77 feet; thence S27°51'22"E 60.00 feet; thence Easterly along the arc of a non-tangent curve to the right having a radius of 29.50 feet (radius bears: S27°33'11"E) a distance of 46.26 feet through a central angle of 89°59'50" Chord: S72°37'46"E 41.66 feet; thence S27°42'22"E 65.98 feet to the Northeastly corner of Lot 139 COPPER CANYON PHASE 1 AMENDED PLAT, recorded October 15, 1998 as Entry No. 119822 in the Office of the Tooele County Recorder; thence along said plat the following 8 (eight) courses and distances: S62°17'39"W 29.62 feet; thence S63°18'51"W 382.01 feet; thence S62°05'46"W 95.75 feet; thence S62°05'22"W 403.05 feet; thence S57°43'23"W 139.50 feet; thence S57°43'59"W 60.00 feet; thence S57°43'24"W 522.41 feet; thence S56°48'14"W 335.93 feet to the Northernly line of 650 North Street; thence S89°41'54"W along said street 951.62 feet to the Easterly line of 700 West Street; thence N00°08'31"W 577.12 feet to the Southernly Right-of-Way of the Los Angeles and Salt Lake Railroad; thence N43°54'35"E along said Right-of-Way 1,720.25 feet to the point of beginning.
Contains: 60.23 acres +/-

PRELIMINARY PLAT

NOT TO BE RECORDED

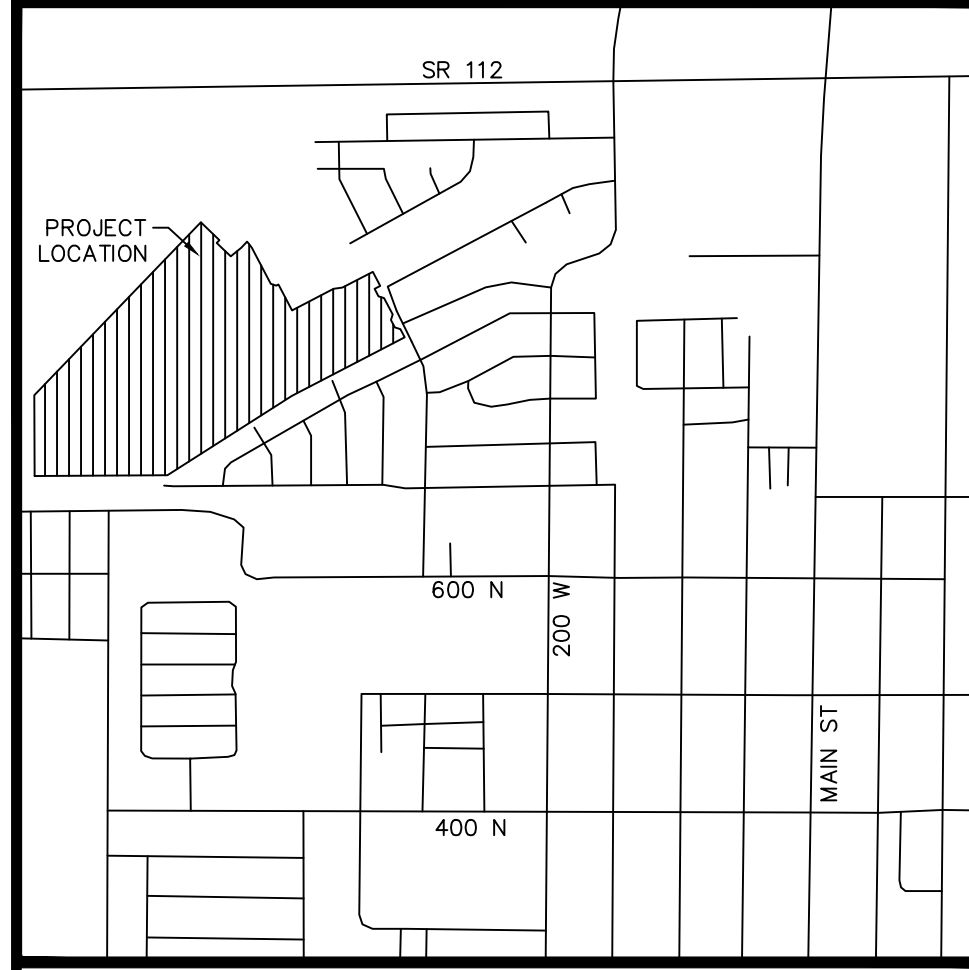
COPPER CANYON P.U.D. - PHASE 7 - 14

LOCATED IN THE NW1/4 OF SECTION 21 &
NE1/4 OF SECTION 20, T3S, R4W, SLB&M
TOOELE CITY, UTAH



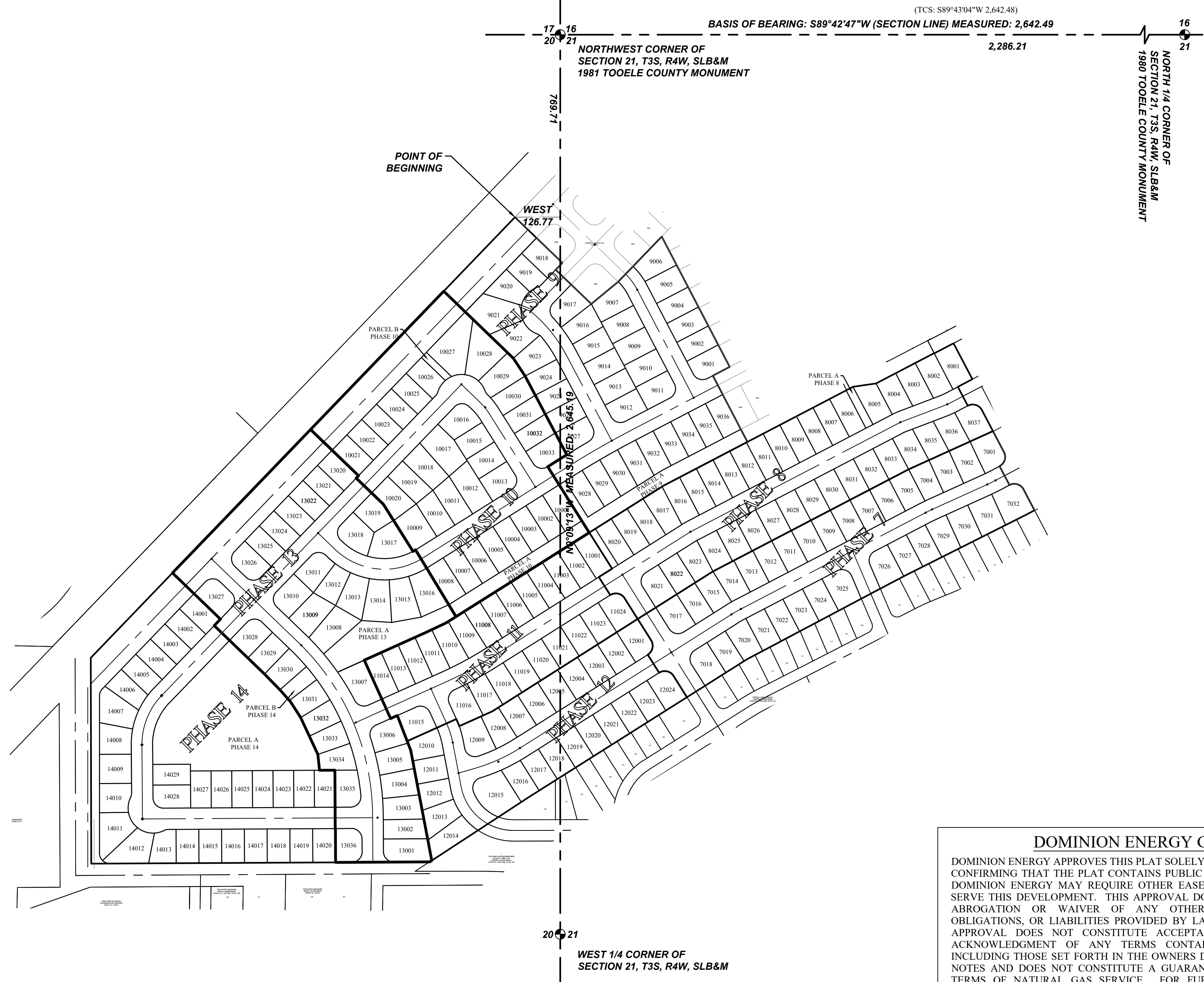
- NOTES:**
- #5 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
 - P.U. & D.E.—PUBLIC UTILITY AND DRAINAGE EASEMENT.
 - PARCELS "A" AND "B" ARE HEREBY DEDICATED TO TOOELE CITY AS OPEN SPACE ACCESS AND P.U.&D.E.
 - ... STREET MONUMENT (FOUND)
 - ⊕ ... STREET MONUMENT (TO BE SET)

- LEGEND**
- P.U.&D.E. (SEE SETBACK DETAIL)
 - ⊕ SECTION MONUMENT (FOUND)
 - ⊕ STREET MONUMENT (TO BE SET)
 - EXISTING STREET MONUMENT
 - M-M MONUMENT TO MONUMENT
 - M-B MONUMENT TO BOUNDARY
 - #5 REBAR AND CAP (FOCUS ENG.) TO SET



VICINITY MAP
N.T.S

SEWER EASEMENT NOTE:
THE GENERAL PURPOSE OF THE SEWER TRUNK LINE EASEMENT ("EASEMENT") SHOWN ON THIS PRELIMINARY PLAN IS TO PROVIDE PROTECTION TO THE TOOELE CITY CORPORATION SEWER TRUNK LINE ("LINE") LOCATED WITHIN OR ADJACENT TO THE EASEMENT AND TO PROVIDE ACCESS TO TOOELE CITY CORPORATION TO MAINTAIN, REPAIR, AND REPLACE THE LINE AND TO MAINTAIN THE EASEMENT AREA, INCLUDING WITH AN ALL-WEATHER OR HARD SURFACE. OWNERS OF THE UNDERLYING FEE ARE PROHIBITED FROM BUILDING, PLACING, OR PLANTING ANY BUILDING, PLAY EQUIPMENT, SHED, LANDSCAPING, TREE, IRRIGATION LINE, FENCE, OR OTHER STRUCTURE OR ITEM WITHIN OR UPON THE EASEMENT AREA, AND FROM PLACING, PARKING, OR STORING ANY VEHICLE, TRAILER, OR OTHER ITEM WITHIN OR UPON THE EASEMENT AREA. STRUCTURES, LANDSCAPING, AND OTHER ITEMS MAY BE PLACED ON SUBDIVIDED LOTS UP TO BUT NOT ACROSS THE EASEMENT LINE. BOTH TOOELE CITY AND LOT OWNERS HAVE THE RIGHT TO FENCE ALONG THE EASEMENT LINE. ANY FENCING SHALL BE INSIDE OF THE COMMON EASEMENT LINE OF THE PARTY INSTALLING THE FENCING. THE REAL PROPERTY CONTAINED WITHIN THE EASEMENT AREA IS PART OF THE FEE OWNERSHIP OF EACH LOT AND SHALL BE INCLUDED IN THE LOT AREA FOR PURPOSES OF CONFORMING TO TOOELE CITY CODE REQUIREMENTS, SUCH AS, REAR YARD SETBACKS AND LOT COVERAGE LIMITATIONS. THE EASEMENT AND THIS NOTE SHALL BE SHOWN ON ALL FINAL PLATS COMPRISING PORTIONS OF THIS PRELIMINARY PLAN BUT SHALL NOT APPLY OR BE A PRECEDENT FOR REAL PROPERTY LOCATED OUTSIDE THIS PRELIMINARY PLAN.



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

APPROVED THIS _____ DAY OF _____ A.D. 20____
ROCKY MOUNTAIN POWER
BY: _____
TITLE: _____

DOMINION ENERGY GAS
DOMINION ENERGY APPROVES 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 OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY RIGHT-OF-WAY DEPARTMENT AT 1-800-336-8532.

APPROVED THIS _____ DAY OF _____ A.D. 20____
DOMINION ENERGY GAS COMPANY
BY: _____
TITLE: _____

HEALTH DEPARTMENT APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY HEALTH DEPARTMENT. TOOELE COUNTY HEALTH DEPARTMENT POST MASTER APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE POST MASTER. POST MASTER	SCHOOL DISTRICT APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY SCHOOL DISTRICT. TOOELE COUNTY SCHOOL DISTRICT COMCAST APPROVED THIS _____ DAY OF _____ A.D. 20____ BY COMCAST CABLE. COMCAST
---	---

TOOELE COUNTY SURVEY DEPARTMENT APPROVED THIS _____ DAY OF _____ A.D. 20____ ROS MAP # _____ TOOELE COUNTY SURVEY DEPARTMENT CITY ATTORNEY APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____ TOOELE CITY ATTORNEY	CENTURY LINK APPROVED THIS _____ DAY OF _____ A.D. 20____ BY CENTURY LINK. CENTURY LINK CITY ENGINEER APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____ TOOELE CITY ENGINEER	CHIEF OF POLICE APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY CHIEF OF POLICE. TOOELE CITY CHIEF OF POLICE COMMUNITY DEVELOPMENT APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____ TOOELE CITY COMMUNITY DEVELOPMENT	FIRE CHIEF APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY FIRE DEPARTMENT. TOOELE CITY FIRE CHIEF COUNTY RECORDER REVIEWED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY RECORDER AS TO DESCRIPTION OF RECORD. TOOELE COUNTY RECORDER	PARKS DEPARTMENT APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY PARKS DEPARTMENT. TOOELE CITY PARKS DEPARTMENT CITY COUNCIL APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY COUNCIL. CHAIRMAN TOOELE CITY COUNCIL
---	---	---	--	---

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

PREPARED FOR
BACH HOMES
11650 SOUTH STATE STREET SUITE 300
DRAPER, UTAH 84020
PH: 801-727-9500

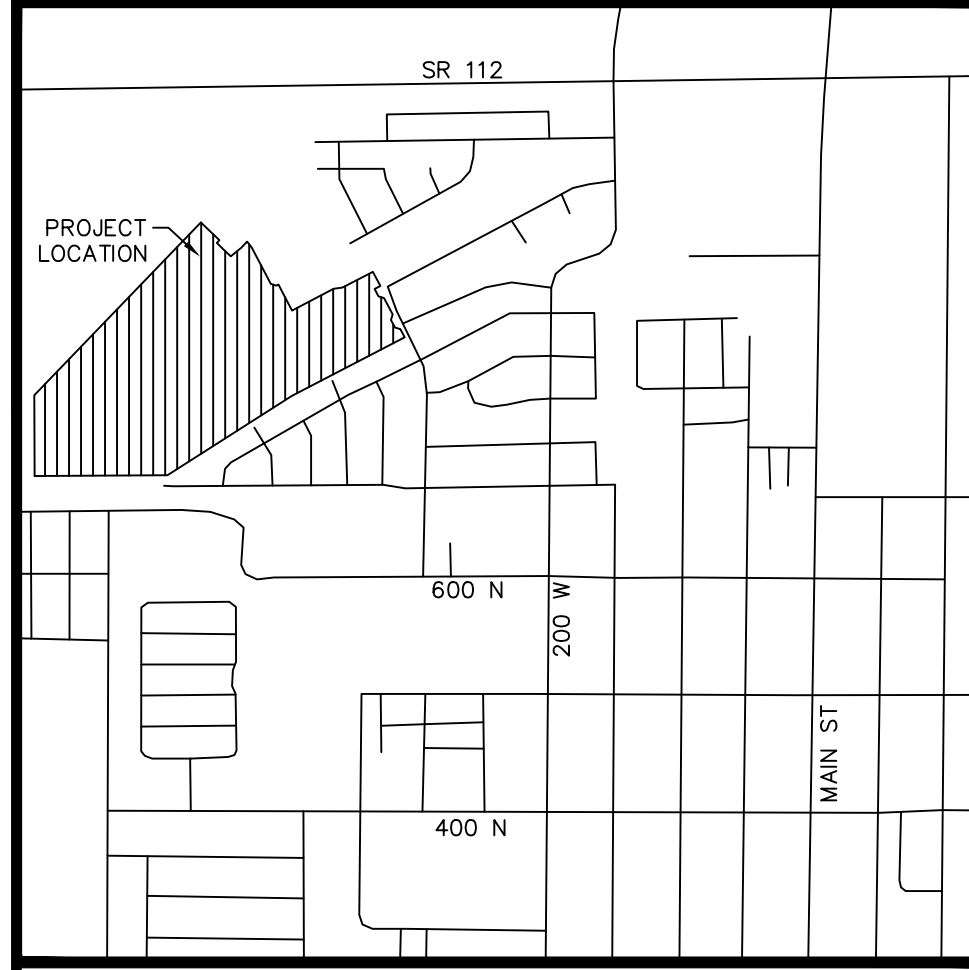
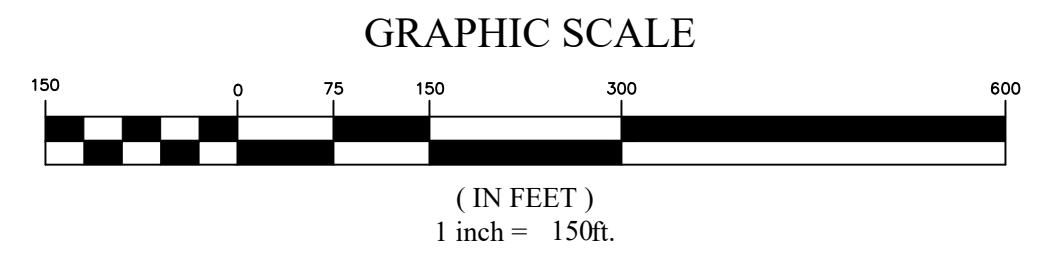
PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
12 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 332-0075
www.focusutah.com

Scale: 1"=200
Date: 05/06/19
Drawn: MM
Job #: 18-083

1 OF 6

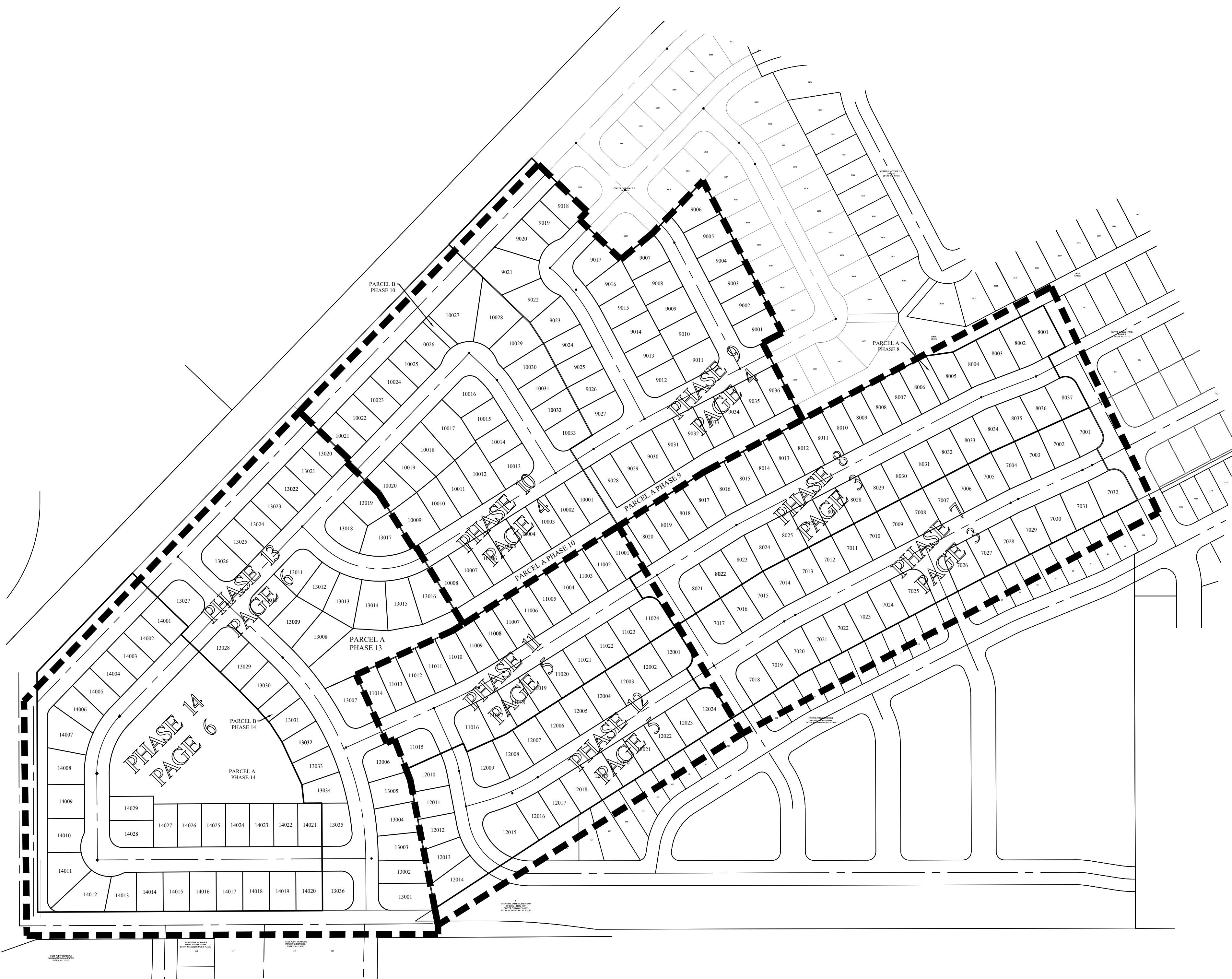
PRELIMINARY PLAT

NOT TO BE RECORDED
 COPPER CANYON P.U.D. - PHASE 7 -14
 LOCATED IN THE NW1/4 OF SECTION 21 &
 NE1/4 OF SECTION 20, T3S, R4W, SLB&M
 TOOELE CITY, UTAH



VICINITY MAP
N.T.S

SEWER EASEMENT NOTE:
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- LEGEND**
- P.U.D.E. (SEE SETBACK DETAIL)
 - ⊕ SECTION MONUMENT (FOUND)
 - ⊕ STREET MONUMENT (TO BE SET)
 - ⊙ EXISTING STREET MONUMENT
 - M-M MONUMENT TO MONUMENT
 - M-B MONUMENT TO BOUNDARY
 - #5 REBAR AND CAP (FOCUS ENG.) TO SET

PREPARED FOR
BACH HOMES
 11650 SOUTH STATE STREET SUITE 300
 DRAPER, UTAH 84020
 PH: 801-727-9500

PREPARED BY

FOCUS
 ENGINEERING AND SURVEYING, LLC
 22 WEST CENTER STREET
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Scale: 1"=200'	Drawn: MM
Date: 05/06/19	Job #: 18-083

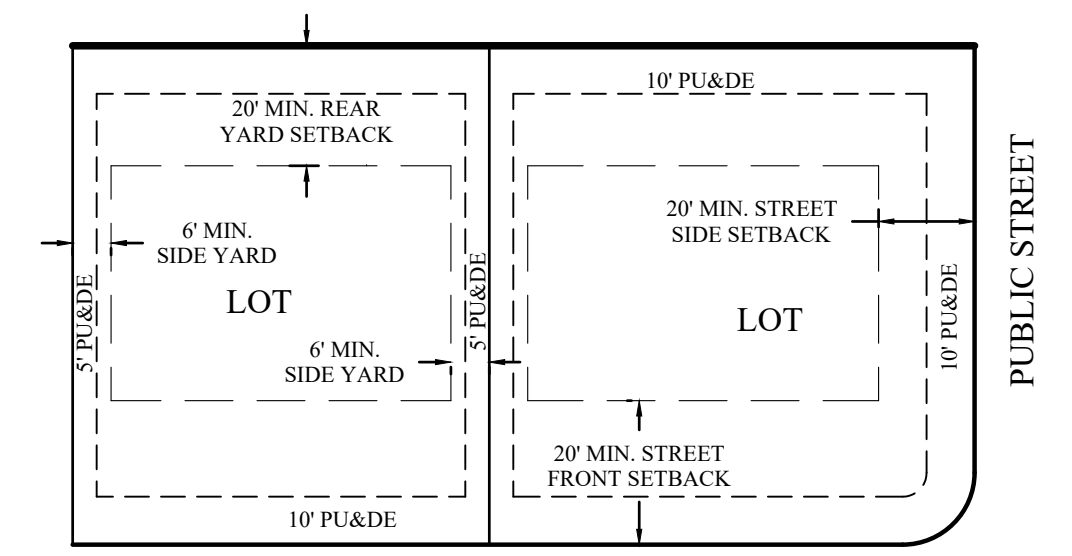
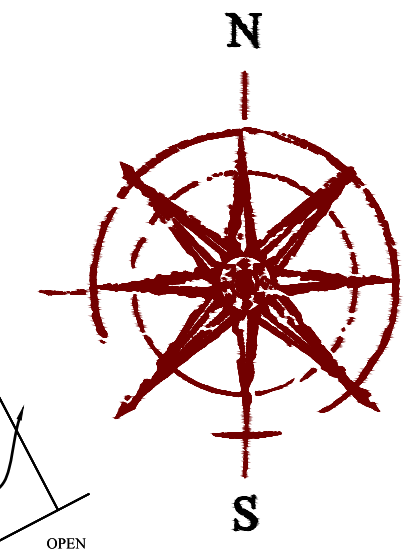
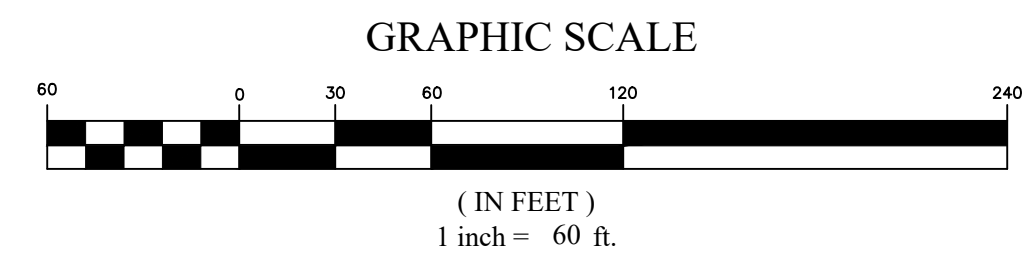
Z:\2018\18-083 Copper Canyon West\Design 18-083 Sheets\Phases 7-14 Preliminary Plan Set\02.01 - OVERALL PRELIMINARY PLAT.dwg

PRELIMINARY PLAT

NOT TO BE RECORDED

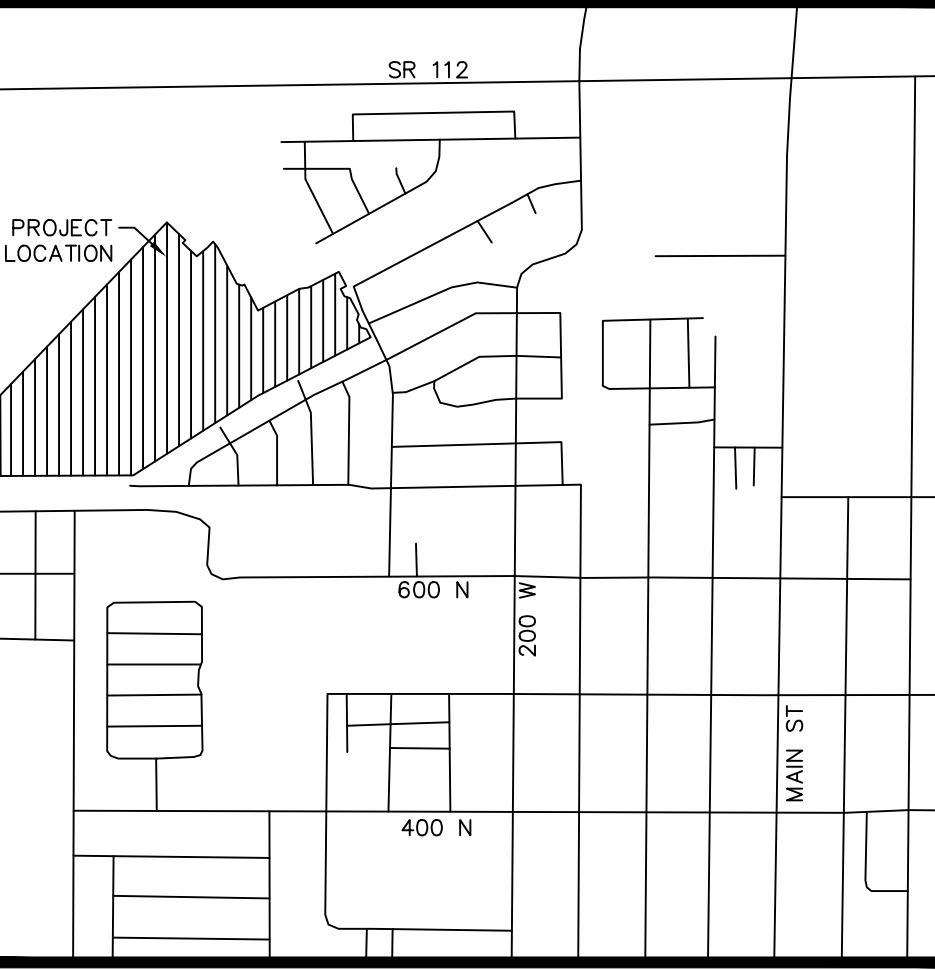
COPPER CANYON P.U.D. - PHASE 7-14

LOCATED IN THE NW1/4 OF SECTION 21 &
NE1/4 OF SECTION 20, T3S, R4W, SLB&M
TOOELE CITY, UTAH



- NOTES:**
- #5 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
 - P.U. & D.E.—PUBLIC UTILITY AND DRAINAGE EASEMENT.
 - PARCELS "8A" AND "8B" ARE HEREBY DEDICATED TO TOOELE CITY AS OPEN SPACE ACCESS AND P.U.&D.E.
 - ... STREET MONUMENT (FOUND)
 - ... STREET MONUMENT (TO BE SET)
 - A LANDSCAPE AND IRRIGATION PLAN WILL BE REQUIRED FOR OPEN SPACE PARCELS FOR REVIEW WITH EACH PHASE'S FINAL PLAT APPLICATION.

- LEGEND**
- P.U.&D.E. (SEE SETBACK DETAIL)
 - ⊙ SECTION MONUMENT (FOUND)
 - ⊕ STREET MONUMENT (TO BE SET)
 - ⊙ EXISTING STREET MONUMENT
 - M-M MONUMENT TO MONUMENT
 - M-B MONUMENT TO BOUNDARY
 - #5 REBAR AND CAP (FOCUS ENG.) TO SET



VICINITY MAP
N.T.S.

Phase 8 Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	29.50	89°55'21"	46.30	S12°45'43"W	41.69
C2	200.00	3°23'58"	11.87	S59°25'23"W	11.86
C3	200.00	4°43'25"	16.49	N60°05'06"E	16.48
C4	200.00	1°19'27"	4.62	S61°47'05"W	4.62
C5	140.00	6°44'03"	16.45	S65°48'50"W	16.45
C6	260.00	5°26'19"	24.68	S66°27'42"W	24.67
C7	260.00	6°53'13"	31.25	S65°44'15"W	31.23
C8	260.00	1°26'54"	6.57	S63°01'06"W	6.57
C9	200.00	6°53'13"	24.04	N65°44'15"E	24.03
C10	200.00	6°44'03"	23.51	N65°48'50"E	23.49
C11	260.00	4°43'25"	21.44	N60°05'06"E	21.43
C12	230.00	4°43'25"	18.96	S60°05'06"W	18.96
C13	170.00	6°44'03"	19.98	S65°48'50"W	19.97
C14	230.00	6°53'13"	27.65	N65°44'15"E	27.63

Phase 8 Line Table

LINE	DIRECTION	LENGTH
L1	N62°17'39"E	35.13
L2	N62°17'39"E	48.97
L3	S62°17'39"W	35.13



SEWER EASEMENT NOTE:
THE GENERAL PURPOSE OF THE SEWER TRUNK LINE EASEMENT ("EASEMENT") SHOWN ON THIS PRELIMINARY PLAT IS TO PROVIDE PROTECTION TO THE TOOELE CITY CORPORATION SEWER TRUNK LINE ("LINE") LOCATED WITHIN OR ADJACENT TO THE EASEMENT AND TO PROVIDE ACCESS TO TOOELE CITY CORPORATION TO MAINTAIN, REPAIR, AND REPLACE THE LINE AND TO MAINTAIN THE EASEMENT AREA, INCLUDING WITH AN ALL-WEATHER OR HARD SURFACE. OWNERS OF THE UNDERLYING ARE PROHIBITED FROM BUILDING, PLACING, OR PLANTING ANY BUILDING, PLAY EQUIPMENT, SHED, LANDSCAPING, TREE, IRRIGATION LINE, FENCE, OR OTHER STRUCTURE OR ITEM WITHIN OR UPON THE EASEMENT AREA, AND FROM PLACING, PARKING, OR STORING ANY VEHICLE, TRAILER, OR OTHER ITEM WITHIN OR UPON THE EASEMENT AREA. STRUCTURES, LANDSCAPING, AND OTHER ITEMS MAY BE PLACED ON SUBDIVIDED LOTS UP TO BUT NOT ACROSS THE EASEMENT LINE. BOTH TOOELE CITY AND LOT OWNERS HAVE THE RIGHT TO FENCE ALONG THE EASEMENT LINE. ANY FENCING SHALL BE INSIDE OF THE COMMON EASEMENT LINE OF THE PARTY INSTALLING THE FENCING. THE REAL PROPERTY CONTAINED WITHIN THE EASEMENT AREA IS PART OF THE FEE OWNERSHIP OF EACH LOT AND SHALL BE INCLUDED IN THE LOT AREA FOR PURPOSES OF CONFORMING TO TOOELE CITY CODE REQUIREMENTS, SUCH AS REAR YARD SETBACKS AND LOT COVERAGE LIMITATIONS. THE EASEMENT AND THIS NOTE SHALL BE SHOWN ON ALL FINAL PLATS COMPRISING PORTIONS OF THIS PRELIMINARY PLAT BUT SHALL NOT APPLY OR BE A PRECEDENT FOR REAL PROPERTY LOCATED OUTSIDE THIS PRELIMINARY PLAT.

Phase 7 Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	400.00	2°23'32"	16.70	N63°20'24"E	16.70
C2	400.00	3°27'57"	24.20	N63°52'37"E	24.19
C3	400.00	1°04'25"	7.49	N65°04'23"E	7.49
C4	400.00	1°11'07"	8.27	N65°01'02"E	8.27
C5	400.00	3°09'46"	22.08	S64°01'42"W	22.08
C6	400.00	1°58'40"	13.81	N63°26'09"E	13.81
C7	400.00	1°58'17"	13.76	N61°27'40"E	13.76
C8	400.00	4°44'02"	33.05	S60°04'48"W	33.04
C9	400.00	2°45'45"	19.29	N59°05'39"E	19.28
C10	29.50	90°05'16"	46.38	S77°14'35"E	41.75
C11	29.50	89°54'44"	46.29	S12°45'25"W	41.69
C12	340.00	4°44'02"	28.09	S60°04'48"W	28.08
C13	29.50	94°25'17"	48.61	N70°20'33"W	43.30
C14	29.50	85°34'43"	44.06	S19°39'27"W	40.08
C15	340.00	3°09'46"	18.77	S64°01'42"W	18.77
C16	460.00	3°27'54"	27.82	S63°52'38"W	27.81
C17	430.00	3°27'57"	26.01	N63°52'37"E	26.01
C18	370.00	3°09'46"	20.42	S64°01'42"W	20.42
C19	370.00	4°44'02"	30.57	S60°04'48"W	30.56

Phase 7 Line Table

LINE	DIRECTION	LENGTH
L1	S62°08'38"W	28.44
L2	N62°08'38"E	28.44
L3	S62°08'44"W	28.45

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
12 WEST CENTER STREET
MIDVALE, UTAH 84047 P.E. (801) 332-0075
www.focusutah.com

Scale: 1"=60
Date: 05/06/19

Drawn: MM
Job #: 18-083

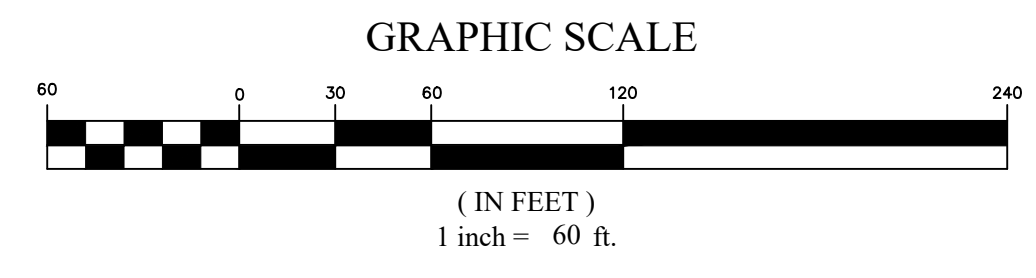
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PRELIMINARY PLAT

NOT TO BE RECORDED

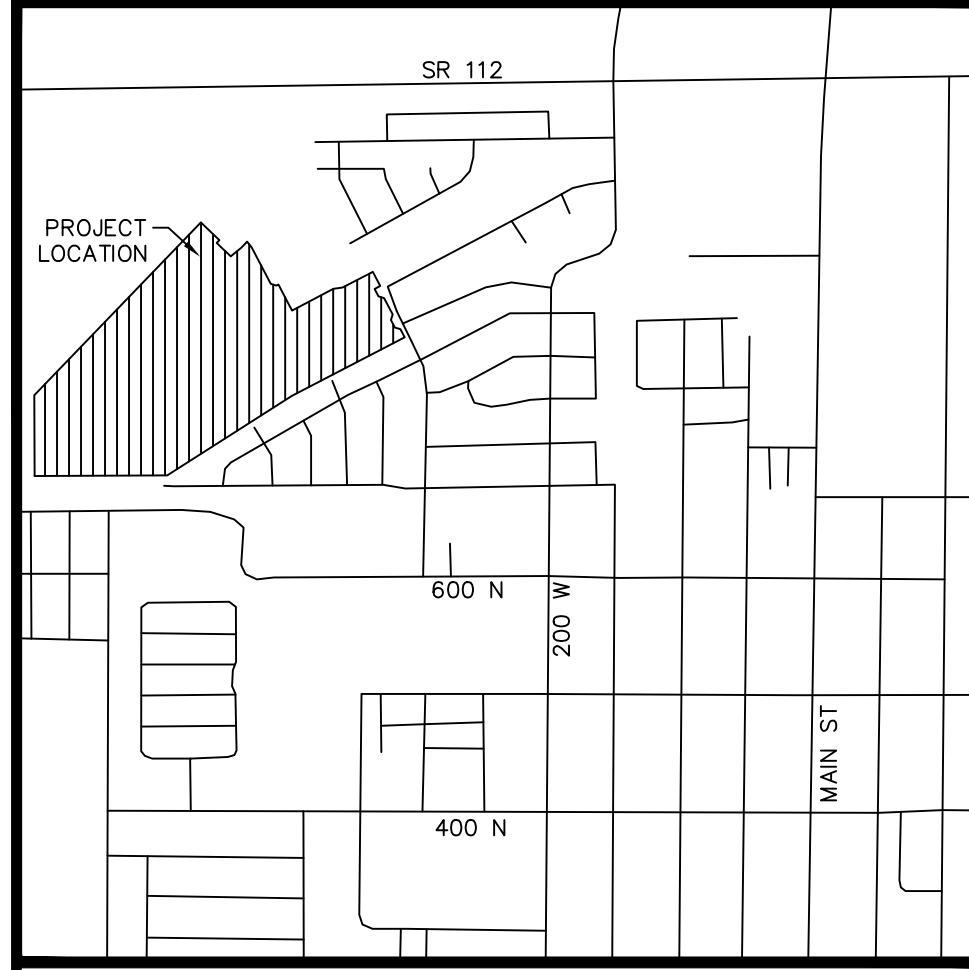
COPPER CANYON P.U.D. - PHASE 7 -14

LOCATED IN THE NW1/4 OF SECTION 21 & NE1/4 OF SECTION 20, T3S, R4W, SLB&M TOOELE CITY, UTAH



- NOTES:**
- #5 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
 - P.U. & D.E.—PUBLIC UTILITY AND DRAINAGE EASEMENT.
 - PARCELS "9A", "10A" AND "10B" ARE HEREBY DEDICATED TO TOOELE CITY AS OPEN SPACE ACCESS AND P.U.&D.E.
 - ... STREET MONUMENT (FOUND)
 - ... STREET MONUMENT (TO BE SET)
 - A LANDSCAPE AND IRRIGATION PLAN WILL BE REQUIRED FOR OPEN SPACE PARCELS FOR REVIEW WITH EACH PHASE'S FINAL PLAT APPLICATION.

- LEGEND**
- P.U.&D.E. (SEE SETBACK DETAIL)
 - ⊕ SECTION MONUMENT (FOUND)
 - ⊕ STREET MONUMENT (TO BE SET)
 - ⊙ EXISTING STREET MONUMENT
 - M-M MONUMENT TO MONUMENT
 - M-B MONUMENT TO BOUNDARY
 - #5 REBAR AND CAP (FOCUS ENG.) TO SET



VICINITY MAP
N.T.S.

Phase 10 Curve Table

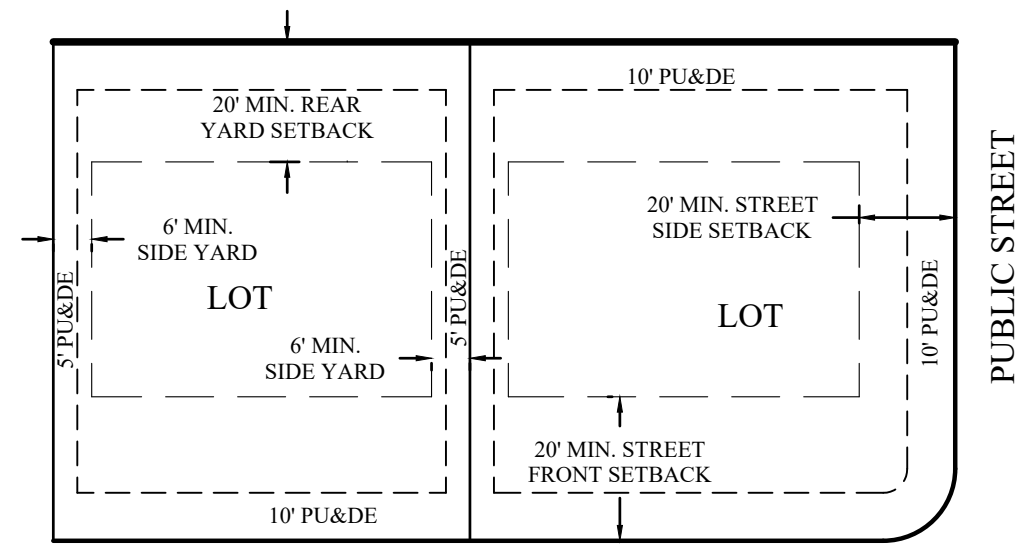
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C5	29.50	25°54'28"	13.34	S30°58'05"W	13.23
C6	70.00	31°11'57"	38.12	S33°36'50"W	37.65
C7	70.00	16°54'55"	20.67	N57°40'16"E	20.59
C8	70.00	31°13'25"	38.15	S81°44'26"W	37.68
C9	70.00	141°52'10"	173.33	S88°56'56"W	132.32
C10	70.00	34°35'30"	42.26	N65°21'07"W	41.62
C11	70.00	27°56'23"	34.13	N34°05'11"W	33.80
C12	29.50	24°56'33"	12.84	N32°35'16"W	12.74
C13	227.50	3°06'22"	12.33	N43°30'21"W	12.33
C14	227.50	12°51'37"	51.06	N38°37'43"W	50.96
C15	227.50	9°45'15"	38.73	N37°04'32"W	38.68
C16	29.50	90°17'41"	46.49	N77°20'45"W	41.83
C17	29.50	89°58'52"	46.33	S12°48'54"W	41.71
C18	167.50	13°52'46"	40.58	S39°08'18"E	40.48
C19	29.50	90°00'00"	46.34	N88°55'20"E	41.72
C26	197.50	13°52'46"	47.84	N39°08'18"W	47.73

Phase 10 Line Table

LINE	DIRECTION	LENGTH
L5	N71°59'09"W	70.00
L6	S01°04'40"E	42.43
L7	S46°04'40"E	93.03
L8	S69°53'01"W	70.00
L9	S46°04'40"E	9.49
L11	S32°11'55"E	135.07
L12	S32°11'55"E	62.71



SEWER EASEMENT NOTE:
THE GENERAL PURPOSE OF THE SEWER TRUNK LINE EASEMENT ("EASEMENT") SHOWN ON THIS PRELIMINARY PLAT IS TO PROVIDE PROTECTION TO THE TOOELE CITY CORPORATION SEWER TRUNK LINE ("LINE") LOCATED WITHIN OR ADJACENT TO THE EASEMENT AND TO PROVIDE ACCESS TO TOOELE CITY CORPORATION TO MAINTAIN, REPAIR, AND REPLACE THE LINE AND TO MAINTAIN THE EASEMENT AREA, INCLUDING WITH AN ALL-WEATHER OR HARD SURFACE. OWNERS OF THE UNDERLYING FEE ARE PROHIBITED FROM BUILDING, PLACING, OR PLANTING ANY BUILDING, PLAY EQUIPMENT, SHED, LANDSCAPING, TREE, IRRIGATION LINE, FENCE, OR OTHER STRUCTURE OR ITEM WITHIN OR UPON THE EASEMENT AREA, AND FROM PLACING, PARKING, OR STORING ANY VEHICLE, TRAILER, OR OTHER ITEM WITHIN OR UPON THE EASEMENT AREA. STRUCTURES, LANDSCAPING, AND OTHER ITEMS MAY BE PLACED ON SUBDIVIDED LOTS UP TO BUT NOT ACROSS THE EASEMENT LINE. BOTH TOOELE CITY AND LOT OWNERS HAVE THE RIGHT TO FENCE ALONG THE EASEMENT LINE. ANY FENCING SHALL BE INSIDE OF THE COMMON EASEMENT LINE OF THE PARTY INSTALLING THE FENCING. THE REAL PROPERTY CONTAINED WITHIN THE EASEMENT AREA IS PART OF THE FEE OWNERSHIP OF EACH LOT AND SHALL BE INCLUDED IN THE LOT AREA FOR PURPOSES OF CONFORMING TO TOOELE CITY CODE REQUIREMENTS, SUCH AS, REAR YARD SETBACKS AND LOT COVERAGE LIMITATIONS. THE EASEMENT AND THIS NOTE SHALL BE SHOWN ON ALL FINAL PLATS COMPRISING PORTIONS OF THIS PRELIMINARY PLAN BUT SHALL NOT APPLY OR BE A PRECEDENT FOR REAL PROPERTY LOCATED OUTSIDE THIS PRELIMINARY PLAN.



**PUBLIC STREET
TYPICAL BUILDING SETBACKS**
N.T.S.

Phase 9 Line Table

LINE	DIRECTION	LENGTH
L1	N62°26'49"E	17.03
L2	S43°54'35"W	58.32
L3	N57°48'20"E	48.48
L4	S62°26'49"W	76.53
L5	N50°10'20"W	82.31
L6	S20°47'53"W	70.00
L7	N87°42'48"E	43.34
L8	S20°10'57"E	70.00
L9	N28°00'59"W	71.53
L10	N28°00'59"W	67.36
L11	N28°00'59"W	65.29
L12	N28°00'59"W	65.21
L13	N28°00'59"W	67.29

Phase 9 Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	29.50	90°00'00"	46.34	S72°33'11"E	41.72
C2	200.00	3°00'41"	10.51	N29°03'32"W	10.51
C3	200.00	15°31'33"	54.20	N38°19'39"W	54.03
C4	200.00	18°32'14"	64.71	N36°49'18"W	64.43
C5	140.00	18°32'14"	45.29	N36°49'18"W	45.10
C6	29.50	90°00'00"	46.34	N17°26'49"E	41.72
C7	29.50	89°38'33"	46.15	S72°43'55"E	41.59
C8	430.00	2°19'10"	17.41	S29°04'13"E	17.41
C9	430.00	7°40'56"	57.65	N34°04'16"W	57.61
C10	430.00	14°45'08"	110.72	N35°17'12"W	110.41
C11	430.00	4°45'02"	35.65	N40°17'15"W	35.64
C12	29.50	86°34'21"	44.57	S00°37'24"W	40.45
C13	29.50	25°54'28"	13.34	S56°51'49"W	13.23
C14	70.00	20°37'59"	25.21	S59°30'04"W	25.07
C15	70.00	37°04'24"	45.29	S30°38'52"W	44.51
C16	70.00	139°01'10"	169.84	S00°18'28"W	131.14
C17	70.00	34°17'37"	41.90	S05°02'08"E	41.28
C18	70.00	47°01'10"	57.44	S45°41'32"E	55.85
C19	29.50	16°05'03"	8.28	S61°09'35"E	8.25
C20	29.50	29°21'16"	15.11	N54°31'29"W	14.95
C21	29.50	13°16'13"	6.83	S46°28'57"E	6.82
C22	370.00	11°56'13"	77.09	N33°52'45"W	76.95
C23	370.00	11°46'55"	76.08	S33°57'24"E	75.95
C24	370.00	0°09'18"	1.00	S27°59'17"E	1.00
C25	29.50	87°40'22"	45.14	N15°55'33"E	40.86
C26	2530.00	1°37'34"	71.81	S58°56'57"W	71.81
C27	2530.00	1°57'39"	86.58	S58°46'55"W	86.58
C28	2470.00	0°38'49"	27.89	N58°07'30"E	27.89
C29	2470.00	1°20'10"	57.60	N59°06'59"E	57.59
C30	2470.00	4°38'44"	202.27	S60°07'27"W	202.21
C31	2470.00	1°20'10"	57.60	N60°27'09"E	57.59
C32	2470.00	1°20'08"	57.58	N61°47'18"E	57.58
C33	1700.00	18°32'14"	55.00	N36°49'18"W	54.76
C34	2500.00	1°22'33"	60.04	S61°43'32"W	60.03
C35	2500.00	1°21'16"	59.10	S61°44'53"W	59.10
C36	2500.00	1°18'32"	57.11	S60°25'00"W	57.11
C37	2500.00	4°38'44"	202.20	S60°07'27"W	202.64
C38	400.00	22°46'21"	138.98	N39°17'49"W	137.94
C39	2500.00	1°57'39"	85.55	N58°46'55"E	85.55

PREPARED FOR
BACH HOMES

11650 SOUTH STATE STREET SUITE 300
DRAPER, UTAH 84020
PH: 801-727-9500

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
12 WEST CENTER STREET
MIDVALE, UTAH 84047 P.E. (801) 332-0075
www.focusutah.com

Scale: 1"=60' Drawn: MM
Date: 05/06/19 Job #: 18-083

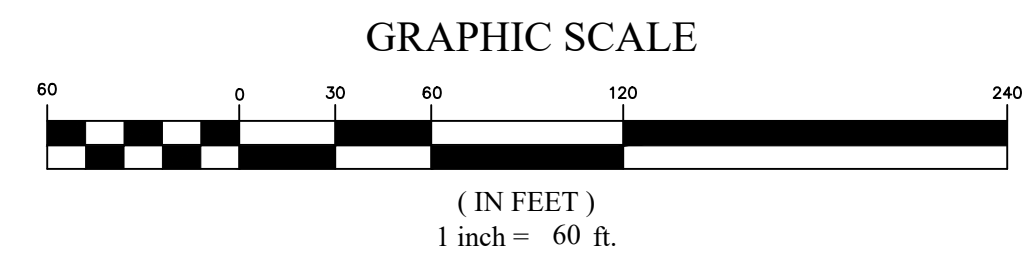
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PRELIMINARY PLAT

NOT TO BE RECORDED

COPPER CANYON P.U.D. - PHASE 7-14

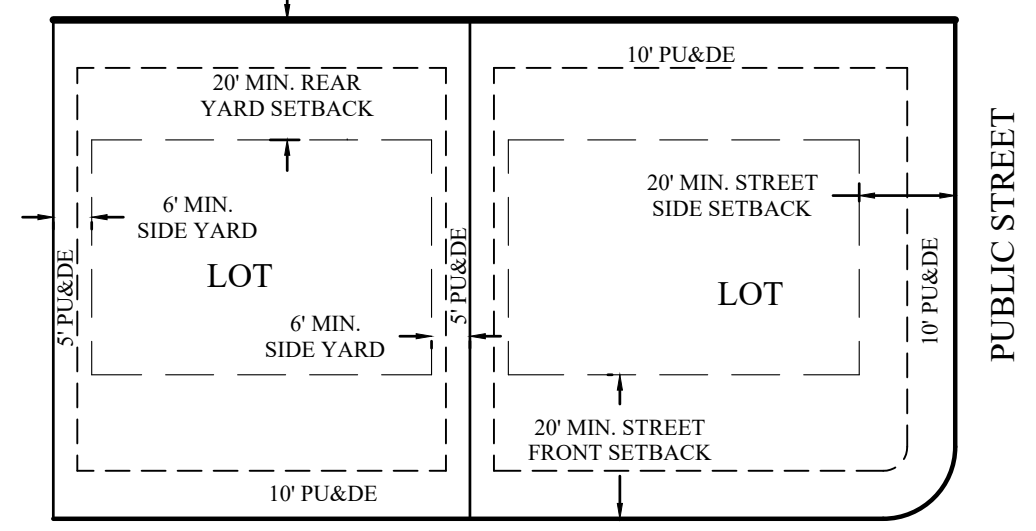
LOCATED IN THE NW1/4 OF SECTION 21 &
NE1/4 OF SECTION 20, T3S, R4W, SLB&M
TOOELE CITY, UTAH



- NOTES:**
- #5 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
 - P.U. & D.E.—PUBLIC UTILITY AND DRAINAGE EASEMENT.
 - PARCELS "A" AND "B" ARE HEREBY DEDICATED TO TOOELE CITY AS OPEN SPACE ACCESS AND P.U.&D.E.
 - ... STREET MONUMENT (FOUND)
 - ◆ ... STREET MONUMENT (TO BE SET)

- LEGEND**
- P.U.&D.E. (SEE SETBACK DETAILS)
 - SECTION MONUMENT (FOUND)
 - ◆ STREET MONUMENT (TO BE SET)
 - EXISTING STREET MONUMENT
 - M-M MONUMENT TO MONUMENT
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 - #5 REBAR AND CAP (FOCUS ENG.) TO SET

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**PUBLIC STREET
TYPICAL BUILDING SETBACKS**
N.T.S.

VICINITY MAP
N.T.S.

Phase 11 Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	970.00	3°08'54"	53.30	S59°17'51"W	53.29
C2	970.00	3°29'35"	59.14	S62°37'05"W	59.13
C3	970.00	8°03'11"	136.34	N61°44'59"E	136.22
C4	970.00	1°24'42"	23.90	S65°04'14"W	23.90
C5	29.50	90°00'00"	46.34	S69°13'25"E	41.72
C6	260.00	4°11'13"	19.00	N22°07'49"W	19.00
C7	29.50	89°24'49"	46.04	N20°28'59"E	41.51
C8	1030.00	2°10'55"	39.23	N64°05'56"E	39.22
C9	1030.00	7°28'00"	134.23	N61°27'24"E	134.13
C10	1030.00	3°11'40"	57.43	N61°24'39"E	57.42
C11	1030.00	2°05'25"	37.57	N58°46'06"E	37.57
C12	1000.00	8°03'11"	140.55	N61°44'59"E	140.44

Phase 11 Line Table

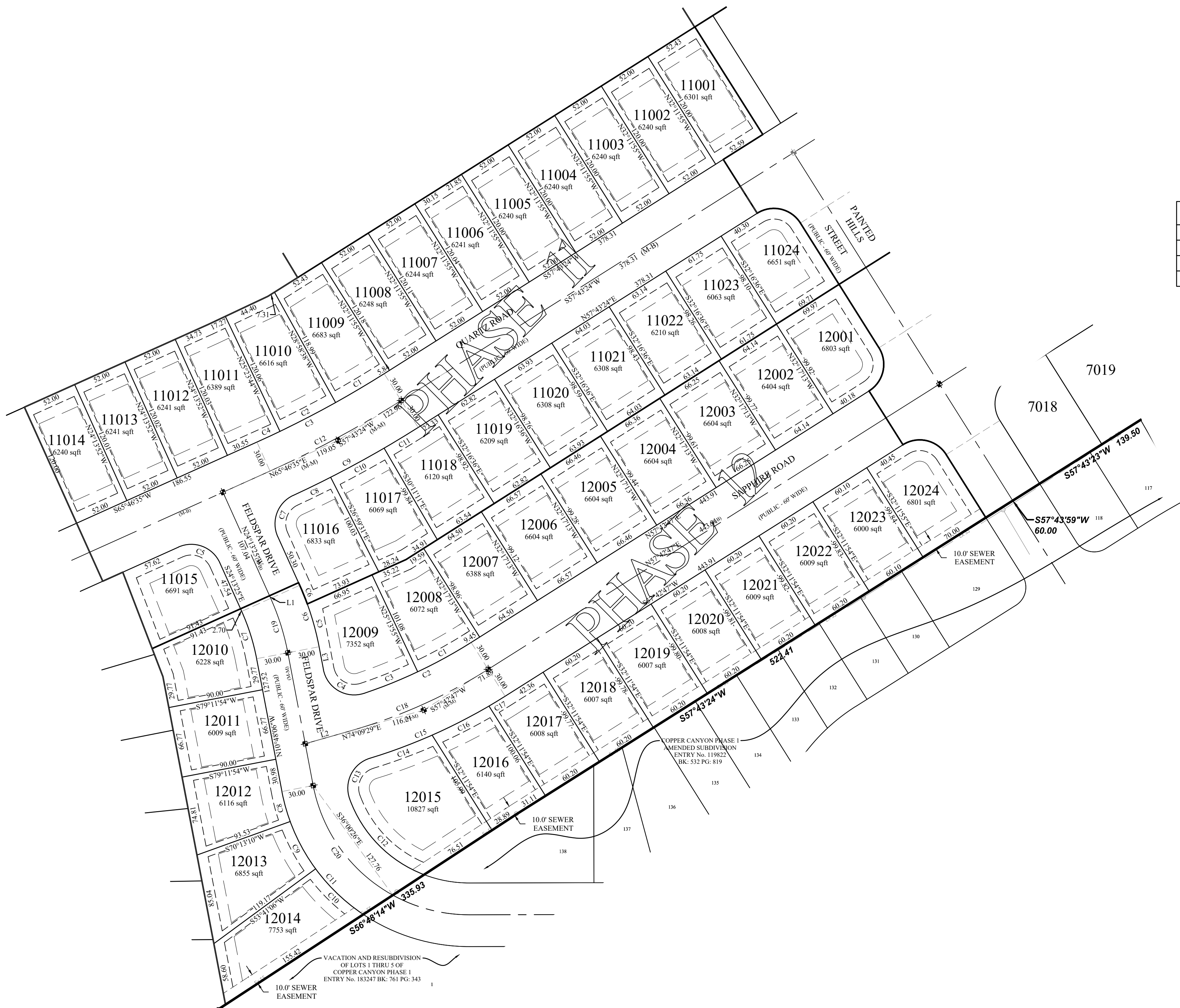
LINE	DIRECTION	LENGTH
L1	N24°13'25"W	47.59

Phase 12 Line Table

LINE	DIRECTION	LENGTH
L1	N24°13'25"W	2.70
L2	S74°09'29"W	44.32
L3	N10°48'06"W	21.86

Phase 12 Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	467.50	7°03'18"	57.56	S61°14'26"W	57.53
C2	467.50	13°44'07"	112.07	N64°34'51"E	111.80
C3	467.50	6°40'49"	54.51	S68°06'30"W	54.48
C4	29.50	97°45'00"	50.33	N59°40'36"W	44.44
C5	260.00	9°14'06"	41.91	N15°25'09"W	41.86
C6	260.00	13°25'19"	60.91	N17°30'46"W	60.77
C7	200.00	13°25'19"	46.85	S17°30'46"E	46.74
C8	180.00	9°20'40"	29.36	S15°28'26"E	29.32
C9	180.00	16°10'08"	50.80	S28°13'50"E	50.63
C10	180.00	19°55'31"	62.60	S46°16'39"E	62.28
C11	180.00	45°26'19"	142.75	S33°31'15"E	139.04
C12	120.00	49°23'54"	103.46	S44°27'09"E	100.29
C13	29.50	92°45'02"	47.75	S26°37'19"W	42.71
C14	527.50	6°47'59"	62.60	S69°35'50"W	62.57
C15	527.50	15°17'03"	140.72	N65°21'19"E	140.30
C16	527.50	6°32'48"	60.27	S62°55'27"W	60.24
C17	527.50	1°56'16"	17.84	N58°40'55"E	17.84
C18	497.50	16°26'42"	142.79	N65°56'08"E	142.30
C19	230.00	13°25'19"	53.88	N17°30'46"W	53.76
C20	150.00	50°24'40"	131.98	S36°00'26"E	127.76



PREPARED FOR
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Scale: 1"=60' Drawn: MM
Date: 05/06/19 Job #: 18-083

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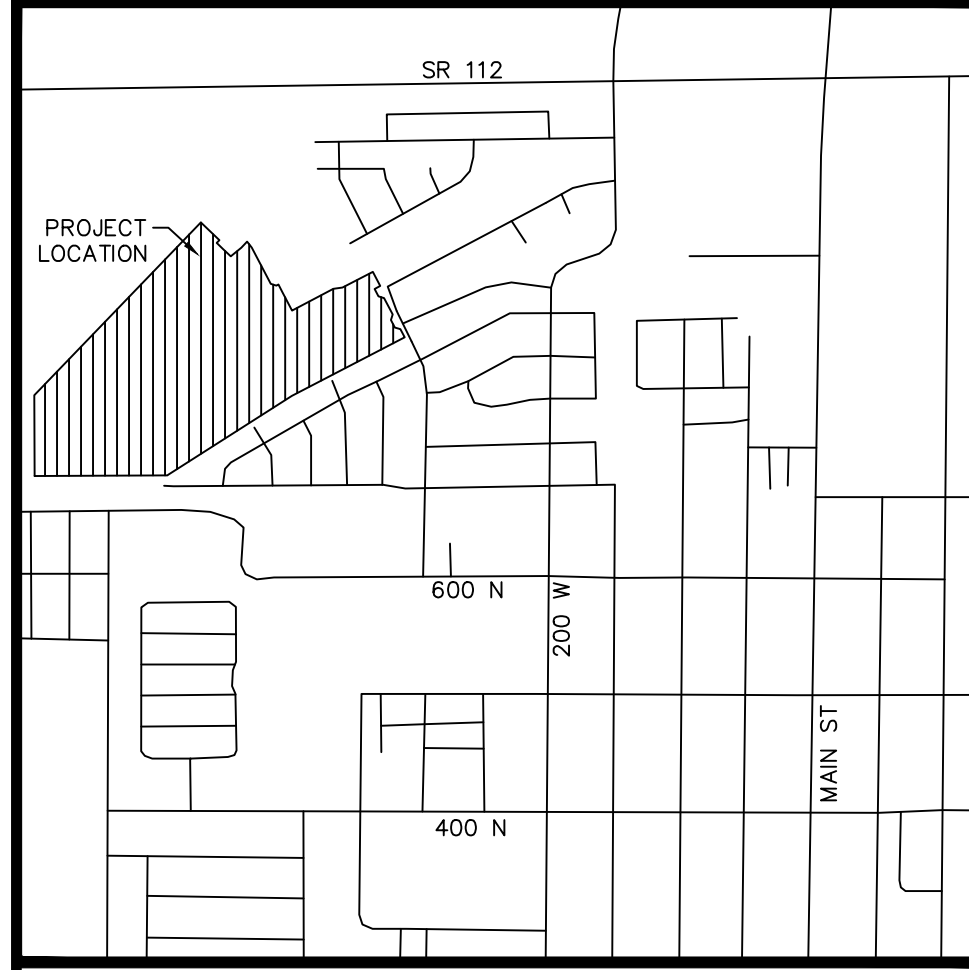
PRELIMINARY PLAT

NOT TO BE RECORDED
 COPPER CANYON P.U.D. - PHASE 7 -14
 LOCATED IN THE NW1/4 OF SECTION 21 &
 NE1/4 OF SECTION 20, T3S, R4W, SLB&M
 TOOELE CITY, UTAH



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 - P.U. & D.E.—PUBLIC UTILITY AND DRAINAGE EASEMENT.
 - PARCELS "13A", "14A" AND "13B" ARE HEREBY DEDICATED TO TOOELE CITY AS OPEN SPACE ACCESS AND P.U.&D.E.
 - ... STREET MONUMENT (FOUND)
 - ... STREET MONUMENT (TO BE SET)
 - A LANDSCAPE AND IRRIGATION PLAN WILL BE REQUIRED FOR OPEN SPACE PARCELS FOR REVIEW WITH EACH PHASE'S FINAL PLAT APPLICATION.

- LEGEND**
- P.U.&D.E. (SEE SETBACK DETAIL)
 - SECTION MONUMENT (FOUND)
 - STREET MONUMENT (TO BE SET)
 - EXISTING STREET MONUMENT
 - M-M MONUMENT TO MONUMENT
 - M-B MONUMENT TO BOUNDARY
 - 5 REBAR AND CAP (FOCUS ENG.) TO BE SET



VICINITY MAP
N.T.S.

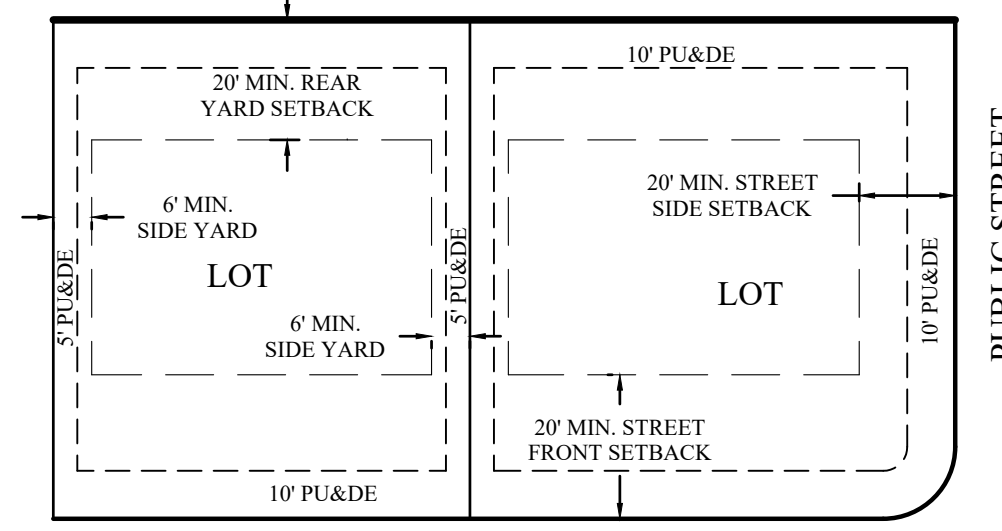
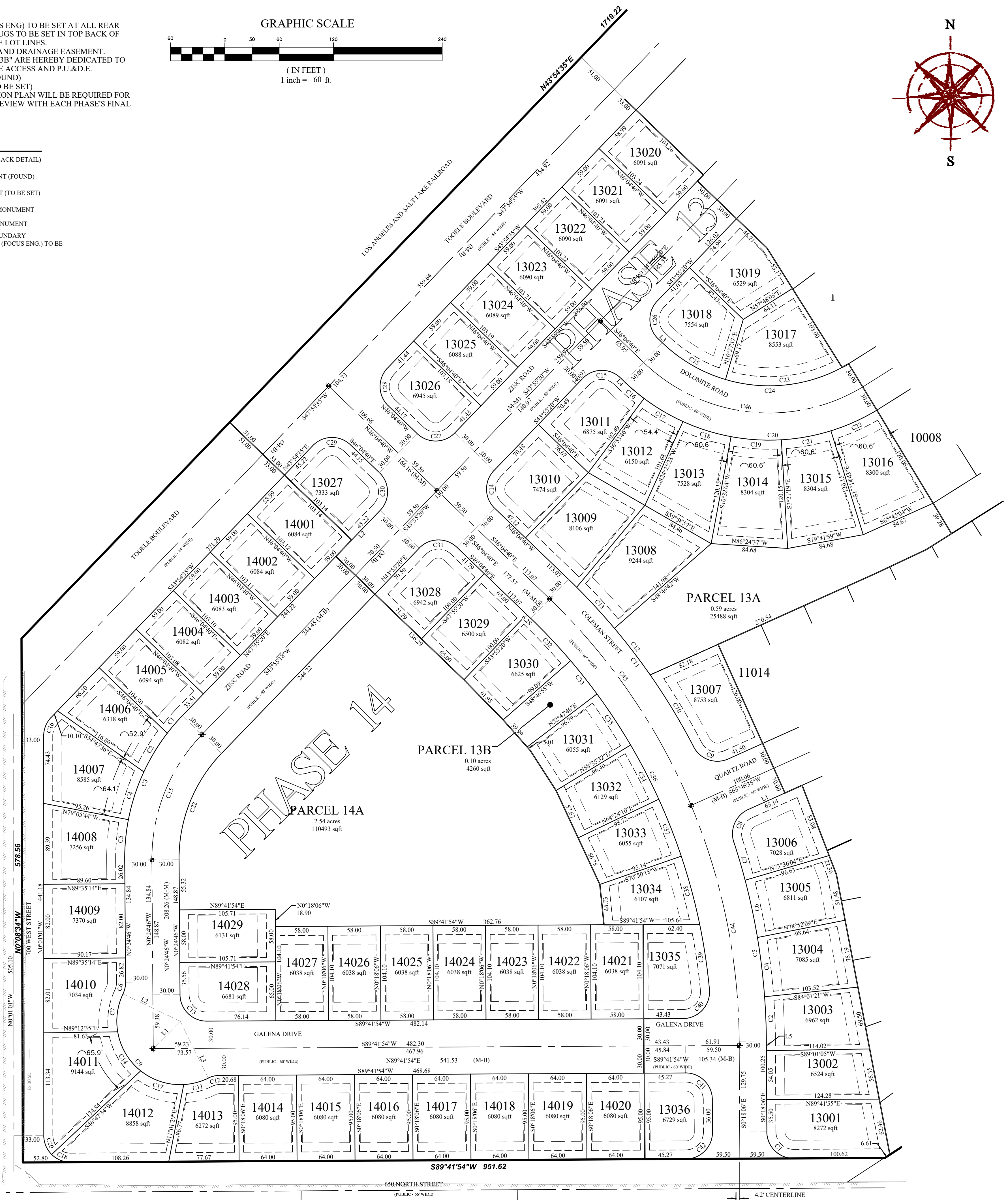
Phase 14 Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	227.50	6°20'02"	25.55	N40°42'19"E	25.53
C2	227.50	12°34'54"	49.96	N31°11'51"E	49.86
C3	227.50	44°20'05"	176.04	S21°45'17"W	171.68
C4	227.50	13°59'49"	55.58	S17°54'29"W	55.44
C5	227.50	11°19'21"	44.96	N05°14'55"E	44.88
C6	29.50	25°54'28"	13.34	N12°32'29"E	13.23
C7	70.00	35°05'40"	42.88	N07°56'53"E	42.21
C9	70.00	141°42'17"	173.13	S45°21'26"E	132.25
C11	70.00	23°01'28"	28.13	S75°18'10"W	27.94
C12	29.50	25°54'28"	13.34	S76°44'40"W	13.23
C13	29.50	89°53'20"	46.28	N45°21'26"W	41.68
C14	70.00	41°50'30"	51.12	S30°31'13"E	49.99
C15	197.50	44°20'05"	152.82	S21°45'17"W	149.04
C16	29.50	43°55'36"	22.62	N21°56'47"E	22.07
C17	70.00	41°44'39"	51.00	N72°18'47"W	49.88
C18	29.50	45°08'33"	23.24	S67°43'50"E	22.65
C20	29.50	45°08'33"	23.24	N22°35'17"W	22.65
C22	167.50	44°20'05"	129.61	S21°45'17"W	126.40

Phase 14 Line Table

LINE	DIRECTION	LENGTH
L1	N44°38'34"E	42.39
L2	N64°39'17"W	70.00
L3	N26°12'34"W	70.00

SEWER EASEMENT NOTE:
 THE GENERAL PURPOSE OF THE SEWER TRUNK LINE EASEMENT ("EASEMENT") SHOWN ON THIS PRELIMINARY PLAN IS TO PROVIDE PROTECTION TO THE TOOELE CITY CORPORATION SEWER TRUNK LINE ("LINE") LOCATED WITHIN OR ADJACENT TO THE EASEMENT AND TO PROVIDE ACCESS TO TOOELE CITY CORPORATION TO MAINTAIN, REPAIR, AND REPLACE THE LINE AND TO MAINTAIN THE EASEMENT AREA, INCLUDING WITH AN ALL-WEATHER OR HARD SURFACE. OWNERS OF THE UNDERLYING FEE ARE PROHIBITED FROM BUILDING, PLACING, OR PLANTING ANY BUILDING, VEHICLE, EQUIPMENT, SHED, IRRIGATION LINE, FENCE, OR OTHER STRUCTURE OR ITEM WITHIN OR UPON THE EASEMENT AREA, AND FROM PLACING, PARKING, OR STORING ANY VEHICLE, TRAILER, OR OTHER ITEM WITHIN OR UPON THE EASEMENT AREA. STRUCTURES, LANDSCAPING, AND OTHER ITEMS MAY BE PLACED ON SUBDIVIDED LOTS TO BEYOND THE EASEMENT LINE, BOTH TOOELE CITY AND LOT OWNERS HAVE THE RIGHT TO FENCE ALONG THE EASEMENT LINE. ANY FENCING SHALL BE INSIDE OF THE COMMON EASEMENT LINE OF THE PARTY INSTALLING THE FENCING. THE REAL PROPERTY CONTAINED WITHIN THE EASEMENT AREA IS PART OF THE FEE OWNERSHIP OF EACH LOT AND SHALL BE INCLUDED IN THE LOT AREA FOR PURPOSES OF CONFORMING TO TOOELE CITY CODE REQUIREMENTS, SUCH AS REAR YARD SETBACKS AND LOT COVERAGE LIMITATIONS. THE EASEMENT AND THIS NOTE SHALL BE SHOWN ON ALL FINAL PLATS COMPRISING PORTIONS OF THIS PRELIMINARY PLAN BUT SHALL NOT APPLY OR BE A PRECEDENT FOR REAL PROPERTY LOCATED OUTSIDE THIS PRELIMINARY PLAN.



TYPICAL BUILDING SETBACKS
N.T.S.

Phase 13 Line Table

LINE	DIRECTION	LENGTH
L1	S65°46'35"W	44.38
L2	S43°55'20"W	70.50
L3	N46°04'40"W	6.45
L4	S46°04'40"E	6.45
L5	S00°18'06"E	10.70

Phase 13 Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	29.50	89°59'57"	46.34	S45°18'04"E	41.72
C2	713.00	3°56'07"	48.97	S02°16'10"E	48.96
C4	713.00	5°17'49"	65.92	N06°53'08"W	65.89
C5	713.00	17°56'47"	223.33	N09°16'29"W	222.42
C6	713.00	5°11'49"	64.67	N12°07'57"W	64.65
C7	713.00	3°31'01"	43.77	N16°29'22"W	43.76
C8	29.50	84°01'27"	43.26	N23°45'51"E	39.49
C9	29.50	86°46'50"	44.68	N70°50'00"W	40.53
C10	713.00	7°27'55"	92.90	N31°10'33"W	92.83
C11	713.00	18°38'05"	231.89	N36°45'38"W	230.87
C12	713.00	5°12'29"	64.81	S37°30'45"E	64.79
C13	713.00	4°57'06"	61.62	N42°35'32"W	61.60
C14	29.50	90°00'00"	46.34	N01°04'40"E	41.72
C15	29.50	90°00'00"	46.34	N88°55'20"E	41.72
C16	230.00	7°01'34"	28.20	S49°35'27"E	28.19
C17	230.00	12°28'18"	50.06	S59°20'23"E	49.97
C18	230.00	13°53'24"	55.76	S72°31'14"E	55.62
C19	230.00	13°53'24"	55.76	S86°24'37"E	55.62
C20	230.00	75°03'26"	301.30	S83°36'23"E	280.21
C21	230.00	13°53'24"	55.76	N79°41'59"E	55.62
C22	230.00	13°53'24"	55.76	N65°48'36"E	55.62
C23	170.00	44°44'54"	132.77	S84°05'10"W	129.42
C24	170.00	74°58'03"	222.43	S83°33'42"E	206.90
C25	170.00	27°27'43"	81.48	N59°48'32"W	80.70
C26	29.50	90°00'00"	46.34	N01°04'40"W	41.72
C27	29.50	90°00'00"	46.34	S88°55'20"W	41.72
C28	29.50	89°59'15"	46.33	N01°05'03"W	41.71
C29	29.50	90°00'45"	46.34	N88°54'57"E	41.72
C30	29.50	90°00'00"	46.34	S01°04'40"E	41.72
C31	29.50	90°00'00"	46.34	N88°55'20"E	41.72
C32	653.00	5°37'41"	64.14	S43°15'50"E	64.12
C33	653.00	4°06'32"	46.83	N38°23'43"W	46.82
C34	653.00	5°55'18"	67.49	N27°27'32"E	67.46
C35	653.00	5°55'16"	67.48	N33°22'49"W	67.45
C36	653.00	40°44'21"	464.30	N25°42'30"W	454.58
C37	653.00	5°56'06"	67.64	S21°31'50"E	67.61
C38	653.00	6°50'12"	77.92	S15°08'42"E	77.87
C39	653.00	6°23'16"	72.80	S08°31'57"E	72.76
C40	29.50	95°02'14"	48.93	S42°10'47"W	43.51
C41	29.50	90°00'00"	46.34	S45°18'06"E	41.72
C42	29.50	90°00'00"	46.34	S44°41'54"W	41.72
C44	683.00	22°25'43"	267.36	S11°30'58"E	265.66
C45	683.00	23°29'51"	278.32	S34°24'15"E	276.40
C46	200.00	75°03'26"	262.00	S83°36'23"E	243.66

PREPARED BY
FOCUS
 ENGINEERING AND SURVEYING, LLC
 11650 SOUTH STATE STREET SUITE 300
 DRAPER, UTAH 84020
 PH: 801-727-9500

Scale: 1"=60' Drawn: MM
 Date: 05/06/19 Job #: 18-083

Z:\2018\18-083 Copper Canyon West\Design 18-083.dwg Sheets\Phases 7-14 Preliminary Plat Set 2.4 - OVERALL PRELIMINARY PLAT.dwg

STAFF REPORT

May 13, 2019

To: Tooele City Planning Commission
Business Date: May 22, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Strawberry Water – Minor Subdivision Request

Application No.: P18-869
Applicant: Brian Bird, representing Invictus Title
Project Location: 2371 North 400 East
Zoning: GC General Commercial Zone
Acreage: 1.56 Acres (Approximately 67,950 ft²)
Request: Request for approval of a Minor Subdivision in the GC General Commercial zone regarding splitting one commercial parcel into two lots.

BACKGROUND

This application is a request for approval of a Minor Subdivision for approximately 1.56 acres located at approximately 2371 North 400 East. The property is currently zoned GC General Commercial. The applicant is requesting that a Minor Subdivision be approved to allow the subdivision of the parcel, currently occupied by Popeyes Chicken, into two lots.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Commercial land use designation for the subject property. The property has been assigned the GC General Commercial zoning classification. The purpose of the GC General Commercial zone is intended and provided to encourage the establishment of a wide variety of retail commercial uses, service commercial activities, entertainment and other services and activities meeting the needs of the residents of the City. The General Commercial District (GC) allows and encourages that retail and service businesses and related uses be grouped together into commercial centers. The uses and activities allowed in this District should enhance employment opportunities, provide for commercial activities and services required by residents of the city and surrounding areas, encourage the efficient use of land, enhance property values and add to the overall strength of the city's tax base. The GC General Commercial zoning designation is identified by the General Plan as a preferred zoning classification for the Commercial land use designation. Properties to the north, south and west are zoned GC General Commercial. Properties to the east are zoned LI Light Industrial. Predominant uses in the area are commercial and medical office. Mapping pertinent to the subject request can be found in Exhibit "A" to this report.

Subdivision Layout. The subdivision proposed to divide an existing 1.56 acre parcel currently occupied by Popeye's Chicken into two lots. Popeye's will occupy Lot 1A and will maintain .849 acres. Lot 1B will be .714 acres. The new lot will remain vacant for future development. The GC General Commercial zone does not require a lot size minimum for existing GC zoning districts. There is a requirement for a minimum lot width of 80 feet and each lot does comply with this minimum width requirement.

There will a 26 foot ingress and egress easement in favor of lot 1A to guarantee future access along with

public utility and drainage easements along the perimeter of the subdivision. .

Criteria For Approval. The procedure for approval or denial of a Minor Subdivision 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 Minor Subdivision submission and has issued a recommendation for approval with the following comments:

1. The subdivision as proposed meets all requirements for lot size and lot width as required by the GC General Commercial zoning district.

Engineering Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Minor Subdivision submission and have issued a recommendation for approval for the request.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Minor Subdivision by Brian Bird, representing Invictus Title, application number P18-869, 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.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
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.
6. The subdivision as proposed meets all requirements for lot size and lot width as required by the GC General Commercial zoning district.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the

City Council for the Strawberry Water Minor Subdivision Request by Brian Bird, representing Invictus Title for the purpose of creating two lots at 2371 N 400 E, application number P18-869, based on the findings and subject to the conditions listed in the Staff Report dated May 13, 2019:”

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 Strawberry Water Minor Subdivision Request by Brian Bird, representing Invictus Title for the purpose of creating two lots at 2371 N 400 E, application number P18-869, based on the following findings:”

1. List any findings...

EXHIBIT A

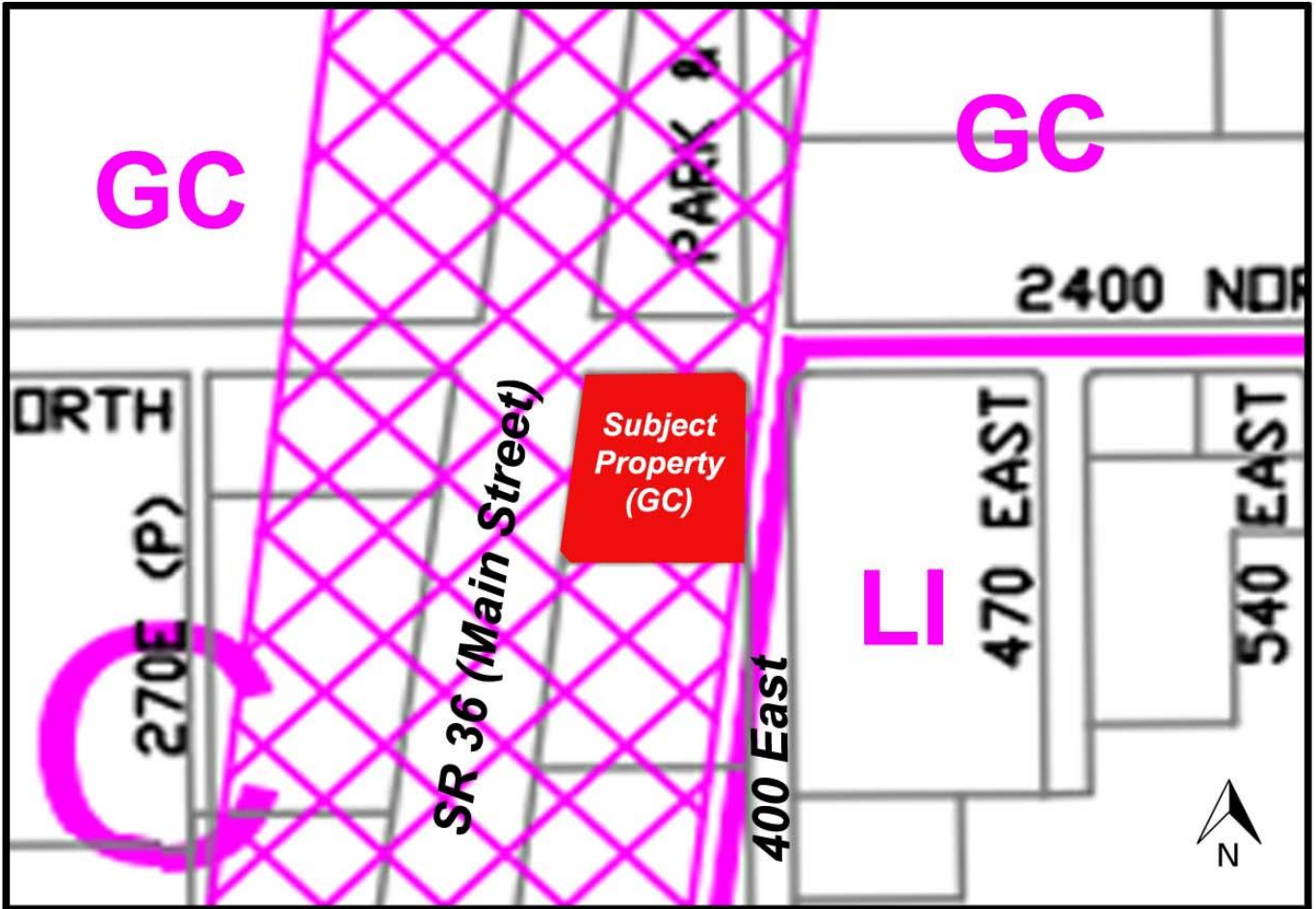
MAPPING PERTINENT TO THE STRAWBERRY WATER MINOR SUBDIVISION

Strawberry Water Minor Subdivision



Aerial View

Strawberry Water Minor Subdivision



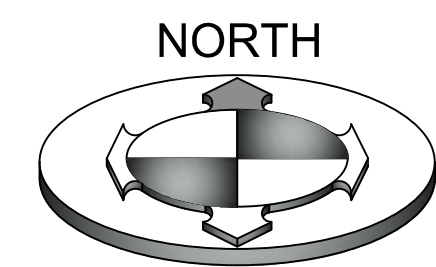
Current Zoning

EXHIBIT B

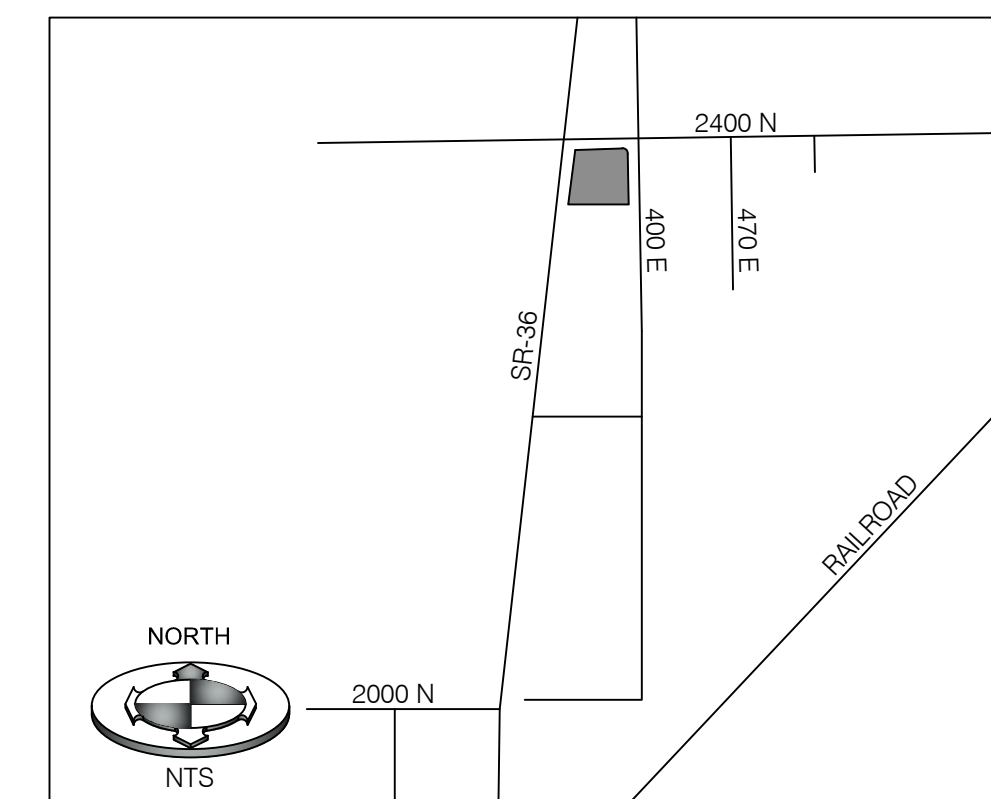
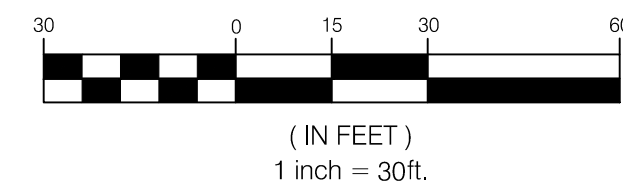
PROPOSED DEVELOPMENT PLANS

STRAWBERRY WATER MINOR SUBDIVISION #1 AMENDED

AMENDING LOT 1, STAWBERRY WATER MINOR SUBDIVISION #1
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH



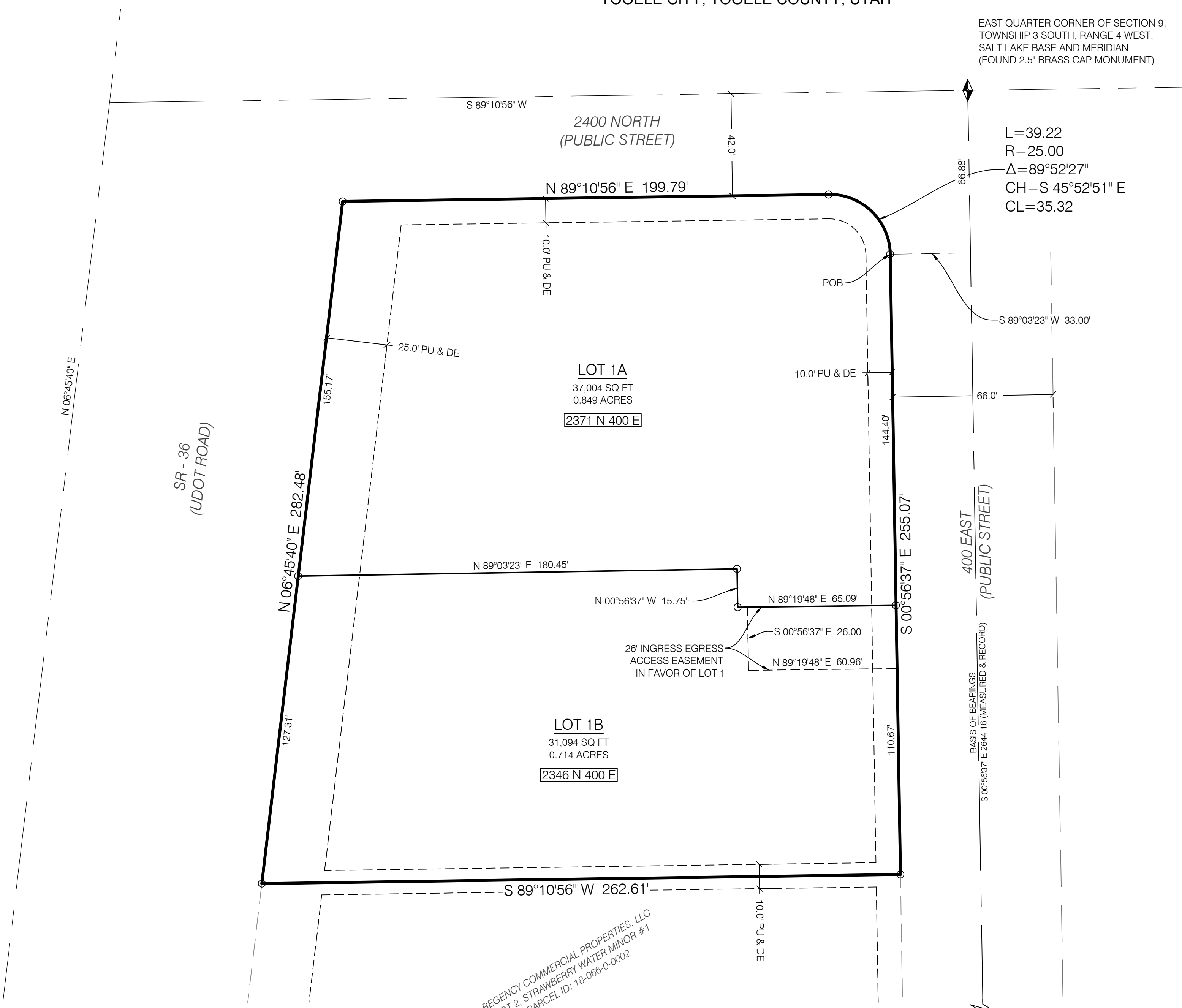
GRAPHIC SCALE



VICINITY MAP

LEGEND

- SECTION CORNER (BRASS CAP MONUMENT)
 - BOUNDARY CORNER (SET 3/8 REBAR AND CAP OR AS NOTED ON PLAT) 'STAMPED BENCHMARK ENG.'
 - BOUNDARY LINE
 - ADJACENT PROPERTY
 - STREET MONUMENT LINE EXISTING
 - EASEMENT PU & DE
 - LOT LINE
 - SECTION LINE
- PU & DE = PUBLIC UTILITY & DRAINAGE EASEMENT



SURVEYOR'S CERTIFICATE
I, BRIAN A. LINAM DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7240531 AS PRESCRIBED UNDER THE 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 HEREAFTER TO BE KNOWN AS:

STRAWBERRY WATER MINOR SUBDIVISION #1 AMENDED AMENDING LOT 1, STRAWBERRY WATER MINOR SUBDIVISION #1

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

LOT 1, STRAWBERRY WATER MINOR SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF TOOELE COUNTY, STATE OF UTAH.

CONTAINS 68,100 SQ FT OR 1.563 ACRES, MORE OR LESS
2 LOTS



OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE TRACT OF LAND ABOVE HAVING CAUSED SAME TO BE DIVIDED INTO LOTS TO BE HEREAFTER KNOWN AS:

STRAWBERRY WATER MINOR SUBDIVISION #1 AMENDED AMENDING LOT 1, STRAWBERRY WATER MINOR SUBDIVISION #1

THERE ARE NO STREETS, EASEMENTS OR OTHER PROPERTY REFLECTED ON THIS PLAT TO BE DEDICATED TO THE PUBLIC.

IN WITNESS WHEREOF, I/WE, HAVE HEREUNTO SET MY/OUR HAND(S) THIS ____ DAY OF _____, 20__.

ACKNOWLEDGMENT

STATE OF UTAH }
County of _____ } s.s.
ON THIS ____ DAY OF _____, IN THE YEAR 2019, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ THE _____ OF NUJAC UT, LLC, A UTAH LIMITED LIABILITY COMPANY, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO IN THE FOREGOING OWNERS DEDICATION AND CONSENT REGARDING STRAWBERRY WATER MINOR SUBDIVISION #1 AMENDED AND WAS SIGNED BY HIM/HER ON BEHALF OF SAID NUJAC UT, LLC AND ACKNOWLEDGED THAT HE/SHE/THEY EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____ (DATE) COMMISSION NUMBER: _____

PRINT NAME _____ (SIGNED) A NOTARY PUBLIC COMMISSIONED IN UTAH

ROCKY MOUNTAIN POWER COMPANY

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 STRUCTURES, TREES, AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUE 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 STRUCTURE BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE.

APPROVED THIS ____ DAY OF _____ A.D. 20__

BY: _____
TITLE: _____

DOMINION ENERGY COMPANY

DOMINION ENERGY APPROVES 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 ABRIGATION 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 DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532

APPROVED THIS ____ DAY OF _____ A.D. 20__

BY: _____
TITLE: _____

GENERAL NOTES FROM ORIGINAL PLAT:

EACH LOT SHALL BE RESPONSIBLE TO PROVIDE ON-SITE DETENTION IN ACCORDANCE WITH TOOELE CITY CODE AND POLICY AT THE TIME DEVELOPMENT OCCURS.

ALL ACCESS SHALL BE FROM 400 EAST, NO ACCESS FROM 2400 NORTH OR SR-36.

STRAWBERRY WATER MINOR SUBDIVISION #1 AMENDED AMENDING LOT 1, STRAWBERRY WATER MINOR SUBDIVISION #1

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH

SHEET 1 OF 1

<p>BENCHMARK ENGINEERING & LAND SURVEYING 9138 SOUTH STATE STREET SUITE # 100 SANDY, UTAH 84070 (801) 542-7192 www.benchmarkcivil.com</p>	<p>COUNTY HEALTH DEPARTMENT</p> <p>APPROVED THIS ____ DAY OF _____ A.D., 20__ BY THE TOOELE HEALTH DEPARTMENT.</p> <p>TOOELE COUNTY HEALTH DEPARTMENT</p>	<p>COUNTY TREASURER</p> <p>APPROVED AS TO FORM THIS ____ DAY OF _____, A.D., 20__ BY THE TOOELE COUNTY TREASURER.</p> <p>TOOELE COUNTY TREASURER</p>	<p>CITY ATTORNEY</p> <p>APPROVED AS TO FORM THIS ____ DAY OF _____, A.D., 20__</p> <p>TOOELE CITY ATTORNEY</p>	<p>CITY ENGINEER</p> <p>APPROVED AS TO FORM THIS ____ DAY OF _____, A.D., 20__</p> <p>CITY ENGINEER</p>	<p>COMMUNITY DEVELOPMENT</p> <p>APPROVED AS TO FORM THIS ____ DAY OF _____, A.D., 20__</p> <p>TOOELE CITY COMMUNITY DEVELOPMENT</p>	<p>PLANNING COMMISSION</p> <p>APPROVED THIS ____ DAY OF _____ A.D., 20__, BY THE TOOELE CITY PLANNING COMMISSION.</p> <p>CITY PLANNING COMMISSION.</p> <p>CHAIRMAN TOOELE CITY PLANNING COMM.</p>	<p>CITY COUNCIL</p> <p>APPROVED THIS ____ DAY OF _____ A.D., 20__, BY THE TOOELE CITY COUNCIL.</p> <p>ATTEST: CITY RECORDER</p>	<p>TOOELE COUNTY RECORDER</p> <p>RECORDED # _____</p> <p>STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF _____</p> <p>DATE _____ TIME _____ BOOK _____ PAGE _____</p> <p>SEE \$ _____</p> <p>TOOELE COUNTY RECORDER</p>
	<p>1810216SP.DWG</p>							

STAFF REPORT

May 15, 2019

To: Tooele City Planning Commission
Business Date: May 22, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Buffalo Pass – Preliminary Plan Request

Application No.: P18-672
Applicant: Adam Nash, representing Land Development, LLC
Project Location: 150 West 600 North
Zoning: R1-7 Residential Zone
Acreage: Approximately 1 Acre (Approximately 43,560 ft²)
Request: Request for approval of a Preliminary Plan in the R1-7 Residential zone regarding the creation of a 6-lot single-family residential subdivision.

BACKGROUND

This application is a request for approval of a Preliminary Plan for approximately 1 acres located at 150 West 600 North. The property is currently zoned R1-7 Residential. The applicant is requesting that a Preliminary Plan be approved to permit the subdivision of an existing 1 acre parcel into 6 single-family residential lots.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R1-7 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.” The R1-7 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation. Properties to the west, east and south are all zoned R1-7 Residential. Property to the north is zoned MR-8 Multi-Family Residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Subdivision Layout. This is a straight forward subdivision of an existing 1 acre parcel into 6 single-family residential lots ranging in size from 7600 square feet up to 8600 square feet. Each lot within the subdivision meets or exceeds all ordinance requirements regarding minimum lot size, lot width and lot frontages as required by the R1-7 Residential zoning code.

The applicant will be required to install the necessary road improvements to 150 West. Currently 150

West is a unpaved dirt road and terminates into 670 North. The applicant will be installing sidewalk, park strip, curb, gutter and 30 feet of asphalt thus completing the majority of the 60 foot right of way. The eastern remnant of the road will be completed when that property develops. The applicant will also be installing approximately 25 feet of asphalt where the new road will connect with 670 North east of the existing Johnson parcel.

Each lot will contain a 7 foot sump drainage system that will be protected in an easement in hopes to prevent property owners from altering the drainage system.

Fencing. There are not any ordinance requirements for fencing with this development.

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 7-19-8 and 9 of the Tooele City Code.

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. All lots within the proposed subdivision meet or exceed minimum lot standards regarding lot size, lot width and lot frontages and conforms to all other applicable codes and development standards as required by Tooele City codes.

Engineering Review. The Tooele City Engineering and Public Works Divisions have completed their reviews 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 Adam Nash, representing Land Development, LLC, application number P18-672, 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.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
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 Buffalo Pass Preliminary Plan Request by Adam Nash, representing Land Development, LLC for the purpose of creating 6 new single-family residential lots, application number P18-672, based on the findings and subject to the conditions listed in the Staff Report dated May 15, 2019:”

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 Buffalo Pass Preliminary Plan Request by Adam Nash, representing Land Development, LLC for the purpose of creating 6 new single-family residential lots, application number P18-672, based on the following findings:”

1. List any findings...

EXHIBIT A

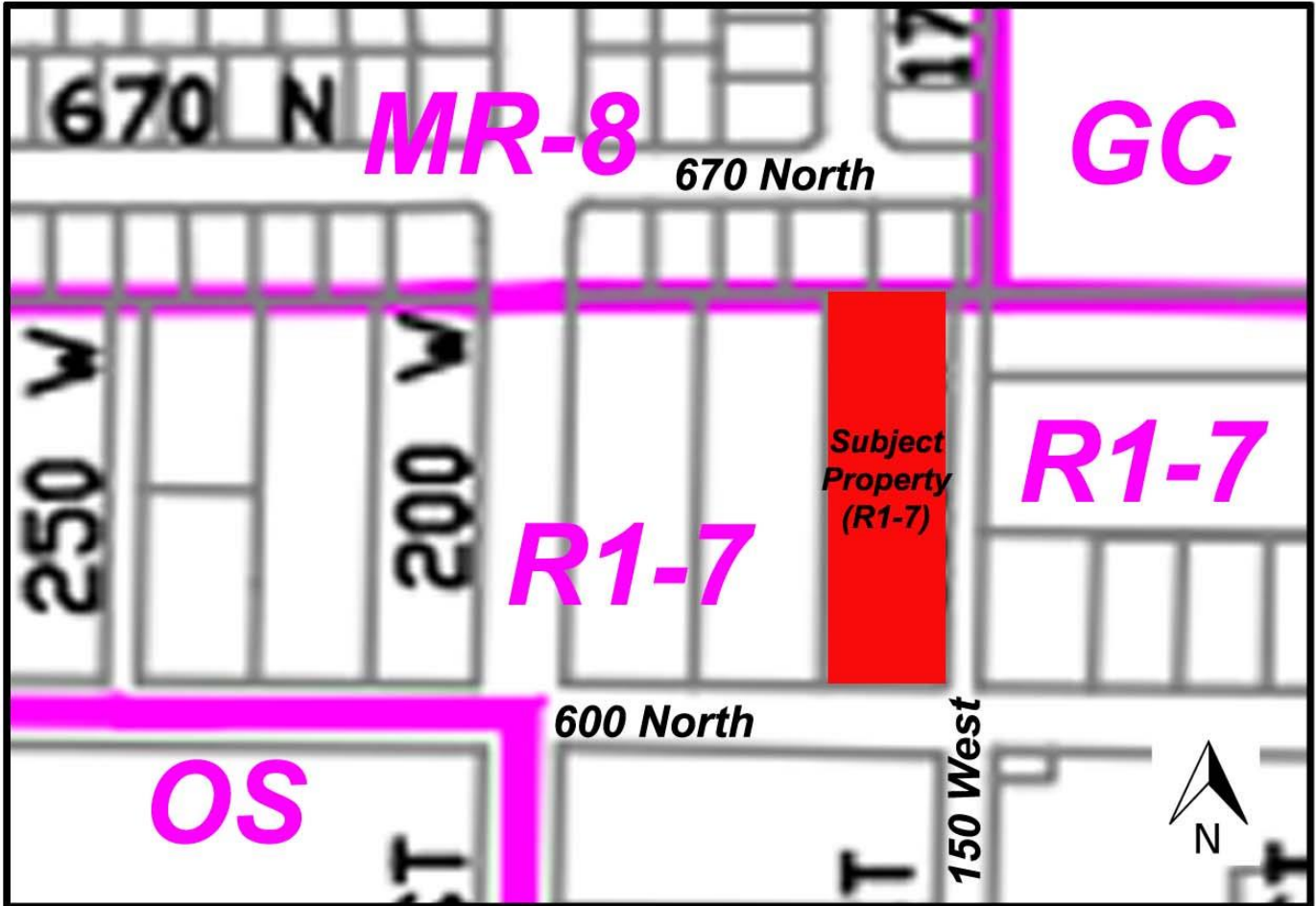
MAPPING PERTINENT TO THE BUFFALO PASS PRELIMINARY PLAN

Buffalo Pass Preliminary Plan Subdivision



Aerial View

Buffalo Pass Preliminary Plan Subdivision



Current Zoning

EXHIBIT B

PROPOSED DEVELOPMENT PLANS

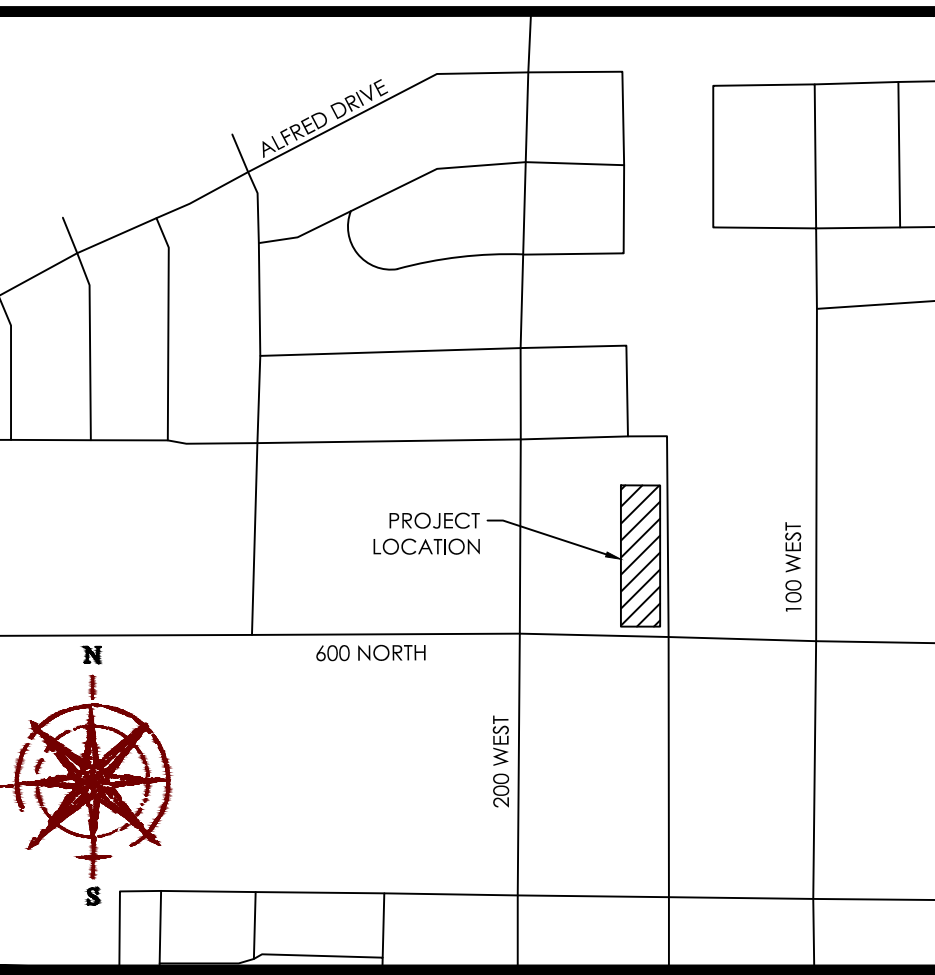
BUFFALO PASS SUBDIVISION

PRELIMINARY PLAT
NOT TO BE RECORDED
LOCATED IN THE SW1/4 & NW1/4 OF SECTION 21, T3S, R4W,
SALT LAKE BASE & MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH

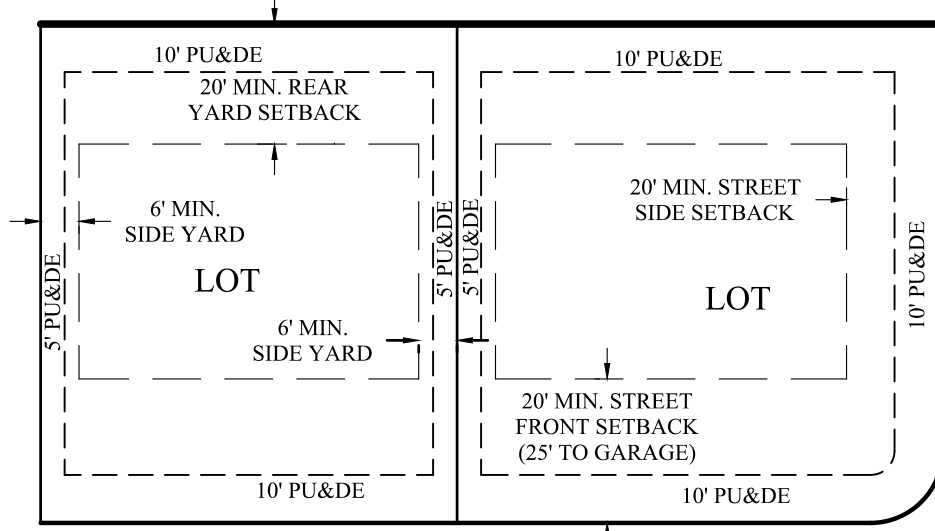


GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.



VICINITY MAP
N.T.S.

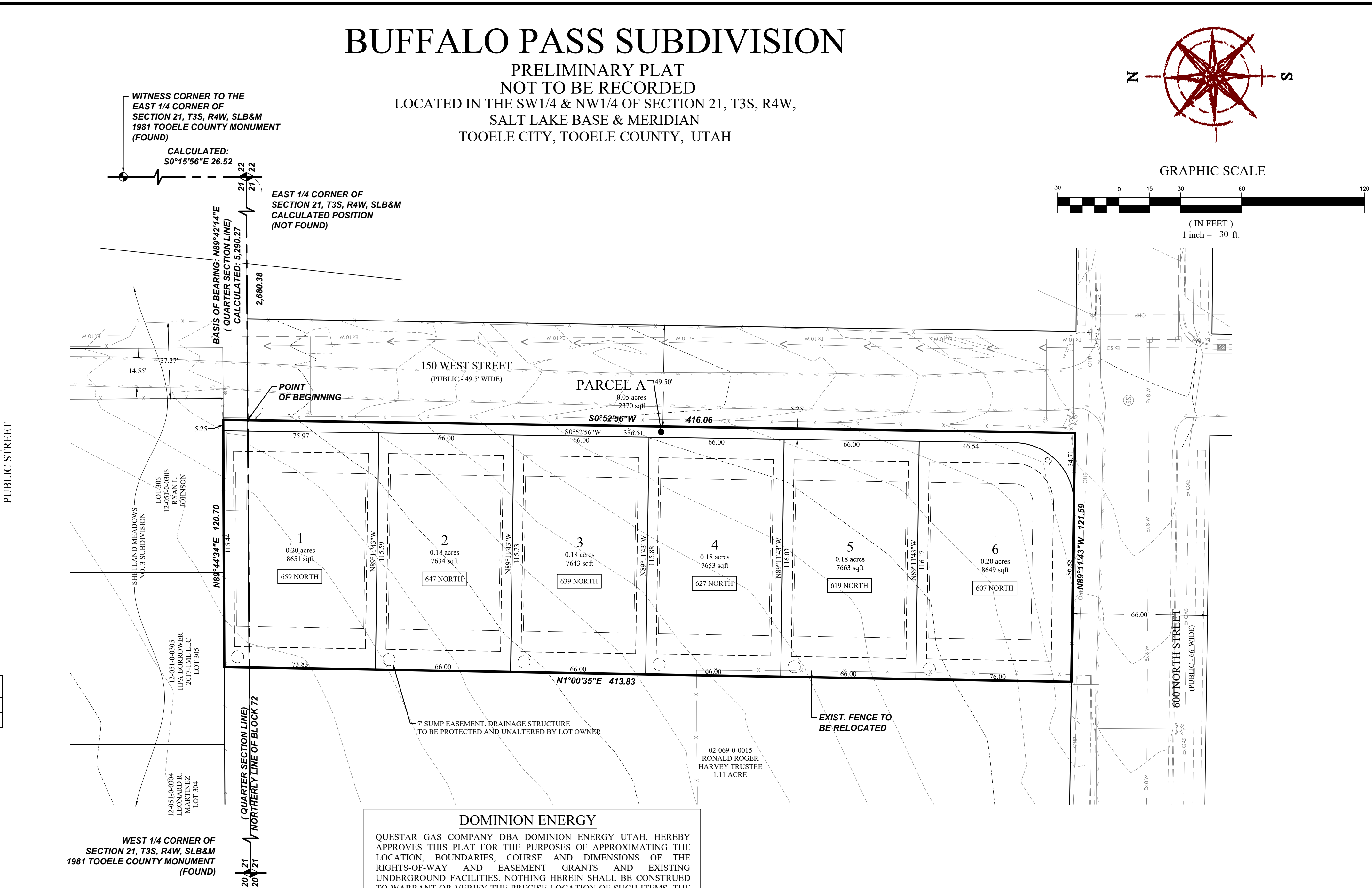
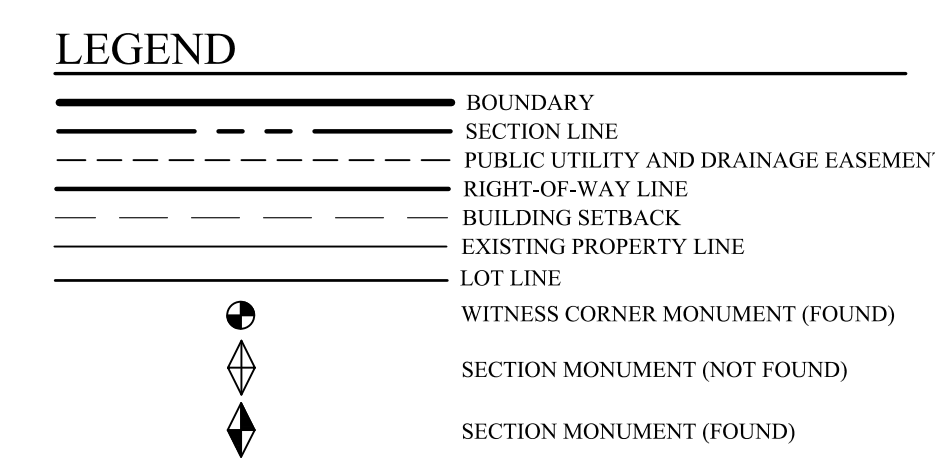


TYPICAL BUILDING SETBACKS
N.T.S.

Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C1	29.50	89°55'21"	46.30	N45°50'37"E

- NOTES:
- PARCEL A IS HEREBY DEDICATED TO TOOELE CITY AS PUBLIC RIGHT OF WAY.
 - 150 WEST IS A DEDICATED 49.5' RIGHT OF WAY. THIS DEVELOPMENT DEDICATES HALF OF THE BALANCE (5.25') TO WIDEN 150 WEST TO A STANDARD 60' RIGHT OF WAY.

AVERAGE LOT SIZE: 7,982 SQUARE FEET
MINIMUM LOT SIZE: 7,634 SQUARE FEET



ROCKY MOUNTAIN POWER

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

APPROVED THIS _____ DAY OF _____ A.D. 20__

ROCKY MOUNTAIN POWER

BY: _____

TITLE: _____

DOMINION ENERGY

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT FOR THE PURPOSES OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENT GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTHING HEREIN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATION OF SUCH ITEMS. THE RIGHTS-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANTS. DOMINION ENERGY UTAH ALSO APPROVES THIS PLAT FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS; HOWEVER, DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THE APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER 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 OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 801-366-8532.

APPROVED THIS _____ DAY OF _____ A.D. 20__

DOMINION ENERGY COMPANY

BY: _____

TITLE: _____

FIRE CHIEF

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE TOOELE CITY FIRE DEPARTMENT.

TOOELE CITY FIRE CHIEF

CHIEF OF POLICE

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE TOOELE CITY CHIEF OF POLICE.

TOOELE CITY CHIEF OF POLICE

TOOELE COUNTY SURVEY DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20__

ROS MAP # _____

TOOELE COUNTY SURVEY DEPARTMENT

CITY ATTORNEY

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

TOOELE CITY ATTORNEY

CENTURY LINK

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY CENTURY LINK.

CENTURY LINK

CITY ENGINEER

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

TOOELE CITY ENGINEER

PLANNING COMMISSION

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

CHAIR, TOOELE CITY PLANNING COMMISSION

SCHOOL DISTRICT

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE TOOELE COUNTY SCHOOL DISTRICT.

TOOELE COUNTY SCHOOL DISTRICT

COMMUNITY DEVELOPMENT

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

TOOELE CITY COMMUNITY DEVELOPMENT

HEALTH DEPARTMENT

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

TOOELE COUNTY HEALTH DEPARTMENT

POST MASTER

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE POST MASTER.

POST MASTER

COUNTY RECORDER

REVIEWED THIS _____ DAY OF _____ A.D. 20__ BY THE TOOELE COUNTY RECORDER AS TO DESCRIPTION OF RECORD.

TOOELE COUNTY RECORDER

XFINITY

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY XFINITY CABLE.

XFINITY

PARKS DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE TOOELE CITY PARKS DEPARTMENT.

TOOELE CITY PARKS DEPARTMENT

CITY COUNCIL

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

CHAIRMAN TOOELE CITY COUNCIL

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 183395 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, parcels, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 183395

DATE _____

BOUNDARY DESCRIPTION

Easterly Third of said Block 72, includes area located between the North line of said Block 72 and the South Line of Shetland Meadows No. 3 Subdivision, recorded as Entry #104101, Book 481, Page 854 in the Office of the Tooele County Recorder. More particularly described as follows:

Beginning at the Northeast Corner of Block 72, Plat "A" Tooele City Survey, said point being S89°42'14"W 2,680.38 feet from the East Quarter Corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running thence S00°52'56"W 404.13 feet along the easterly line of said Block 72 to the southeast corner of said Block 72; thence N89°11'43"W 121.59 feet along the southerly line of said Block 72 to a line established as the easterly third of said entire Block 72; thence N01°00'35"E 401.81 feet along said line established as the easterly third of said Block 72 to the northerly line of said Block 72; thence N01°00'35"E 12.02 feet to the southerly line of said Shetland Meadows No. 3 Subdivision; thence N89°44'34"E 120.70 feet along said Shetland Meadows No. 3 Subdivision to the westerly right of way line of 150 West Street; thence S00°52'56"W 11.94 feet a long said westerly right of way to the point of beginning.

Contains: 50,263 square feet or 1.15 acres.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE _____ UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOWN AS

BUFFALO PASS SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL STREETS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO TOOELE CITY AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____ A.D. 20__

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE _____ DAY OF _____ A.D. 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY _____

PREPARED FOR
LAND DEVELOPMENT, LLC
6076 S. 900 E. STE. 100
SALT LAKE CITY, UT 84121

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

STAFF REPORT

May 15, 2019

To: Tooele City Planning Commission
Business Date: May 22, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Buffalo Ridge – Preliminary Plan Subdivision Request

Application No.: P18-673
Applicant: Adam Nash, representing Land Development, LLC
Project Location: 204 West 600 North
Zoning: R1-7 Residential Zone
Acreage: Approximately 1 Acre (Approximately 43,560 ft²)
Request: Request for approval of a Preliminary Plan Subdivision in the R1-7 Residential zone regarding a 6-lot single-family residential subdivision.

BACKGROUND

This application is a request for approval of a Preliminary Plan Subdivision for approximately 1 acre located at approximately 204 West 600 North. The property is currently zoned R1-7 Residential. The applicant is requesting that a Preliminary Plan Subdivision be approved to permit the subdivision of an existing 1 acre lot into 6 single-family residential lots.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R1-7 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.” The R1-7 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation. Properties to the east and west are both zoned R1-7 Residential. Property to the north is zoned MR-8 Multi-Family Residential and property to the south is zoned OS Open Space. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Subdivision Layout. The subdivision is fairly straight forward, splitting a 1 acre parcel into 6 single-family lots. Lots within the subdivision range in size from 7,347 square feet up to 8,260 square feet. Each lot within the subdivision meets or exceeds minimum lot width, lot frontage and lot size as required by the R1-7 Residential zone.

Currently, 200 West has approximately 25 feet of asphalt at this stretch of road. The applicant will be

constructing sidewalk, park strip, curb, gutter and remaining asphalt between the curb and existing asphalt essentially finishing the western side of the road at this bottleneck location. The eastern side will be completed when that property develops.

Each lot will contain a 7” sump easement for storm water drainage. These drainage structures will need to remain unaltered by the lot owner.

Fencing. There is no fencing required by ordinance with this subdivision.

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 7-19-8 and 9 of the Tooele City Code.

REVIEWS

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

1. All lots within the proposed subdivision meet or exceed minimum lot standards regarding lot size, lot width and lot frontages and conforms to all other applicable codes and development standards as required by Tooele City codes.

Engineering Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Preliminary Plan Subdivision submission and have issued a recommendation for approval for the request.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Preliminary Plan Subdivision by Adam Nash, representing Land Development, LLC, application number P18-673, 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.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
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.
6. The <finding>.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Buffalo Ridge Preliminary Plan Subdivision Request by Adam Nash, representing Land Development, LLC for the purpose of creating 6 new single-family residential lots, application number P18-673, based on the findings and subject to the conditions listed in the Staff Report dated May 15, 2019:”

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 Buffalo Ridge Preliminary Plan Subdivision Request by Adam Nash, representing Land Development, LLC for the purpose of creating 6 new single-family residential lots, application number P18-673, based on the following findings:”

1. List any additional findings...

EXHIBIT A

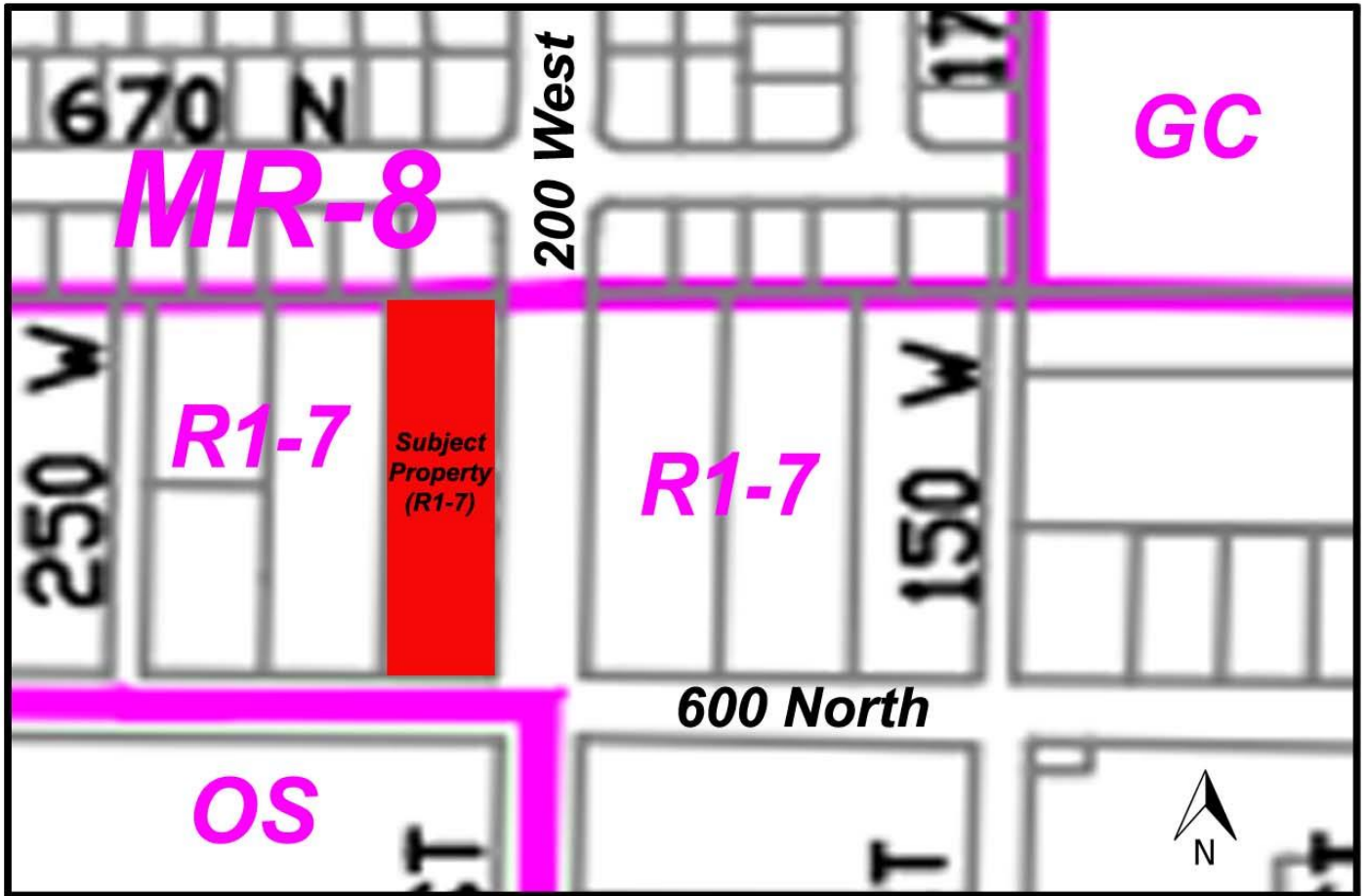
**MAPPING PERTINENT TO THE BUFFALO RIDGE PRELIMINARY PLAN
SUBDIVISION**

Buffalo Ridge Preliminary Plan Subdivision



Aerial View

Buffalo Ridge Preliminary Plan Subdivision



Current Zoning

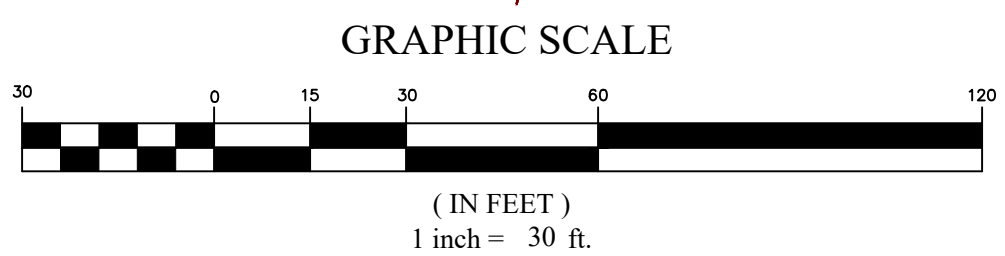
EXHIBIT B

**PROPOSED DEVELOPMENT PLANS
APPLICANT SUBMITTED INFORMATION**

BUFFALO RIDGE

PRELIMINARY PLAT NOT TO BE RECORDED

LOCATED IN THE SW1/4 & NW1/4 OF SECTION 21, T3S, R4W,
SALT LAKE BASE & MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH



SURVEYOR'S CERTIFICATE
I, Evan J. Wood, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 183395 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, parcels, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 183395

DATE _____

BOUNDARY DESCRIPTION

Easterly Third of Block 73, Plat "A" Tooele City Survey, includes area located between the Quarter Section line and the South Line of Shetland Meadows No. 1 Subdivision, recorded as Entry #93860, Book 449, Page 383 in the Office of the Tooele County Recorder, and the South Line of Shetland Meadows No. 3 Subdivision, recorded as Entry #104101, Book 481, Page 854 in the Office of the Tooele County Recorder. More particularly described as follows:

Beginning at a point on the easterly line of said Block 73, Plat "A" Tooele City Survey, said point being S89°42'14"W 3,125.09 feet along the quarter section line from the East Quarter Corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running thence S01°16'08"W 395.69 feet along the easterly line of said Block 73 to the southeast corner of said Block 73; thence N89°19'31"W 110.96 feet along the southerly line of said Block 73 to a line established as the easterly third of said entire Block 73; thence N01°04'43"E 393.78 feet along said line established as the easterly third of said Block 73 to the quarter section line; thence N01°04'43"E 12.31 feet to the southerly line of said Shetland Meadows No. 1 Subdivision; thence N89°44'34"E 111.61 feet along said Shetland Meadows No. 1 Subdivision, and to and along the southerly line of said Shetland Meadows No. 3 Subdivision to the westerly right of way line of 200 West Street; thence S02°10'32"E 12.24 feet a long said westerly right of way to the point of beginning.

Contains: 45,431 square feet or 1.04 acres.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOWN AS

BUFFALO RIDGE

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL STREETS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO TOOELE CITY AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS ____ DAY OF _____ A.D. 20__

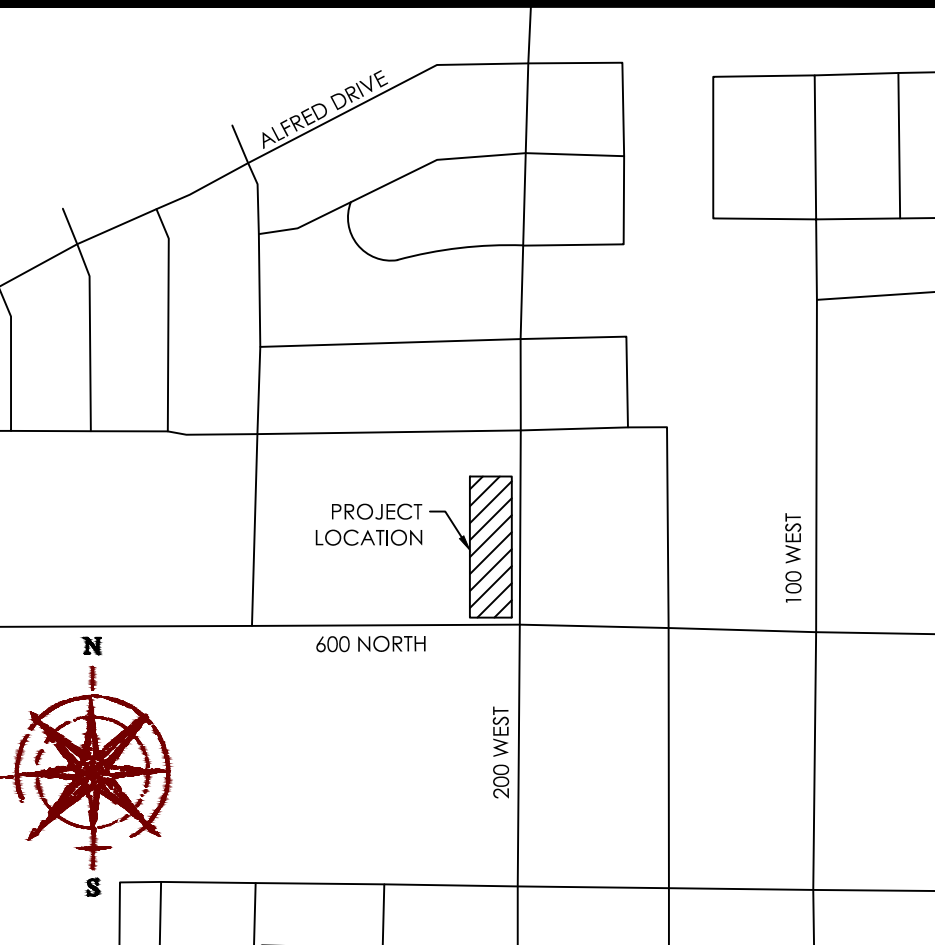
LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

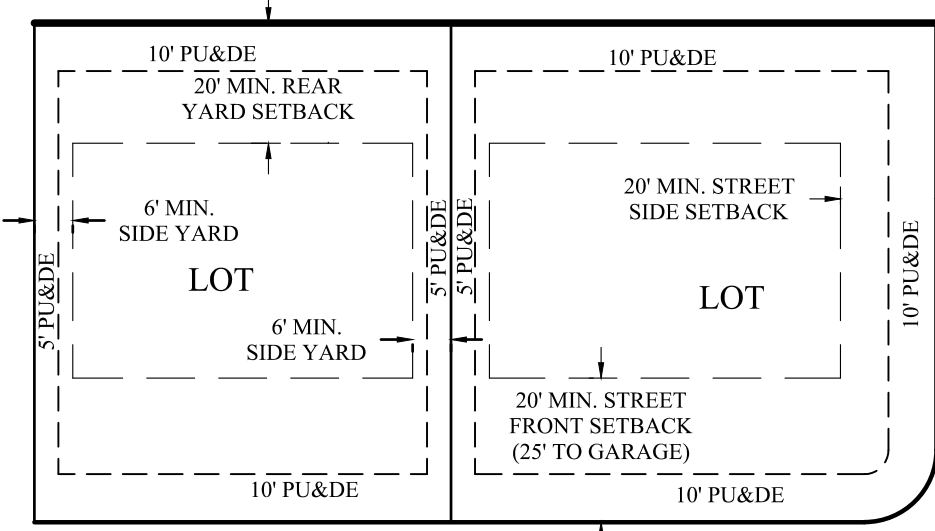
ON THE ____ DAY OF _____ A.D. 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY _____



VICINITY MAP
N.T.S.

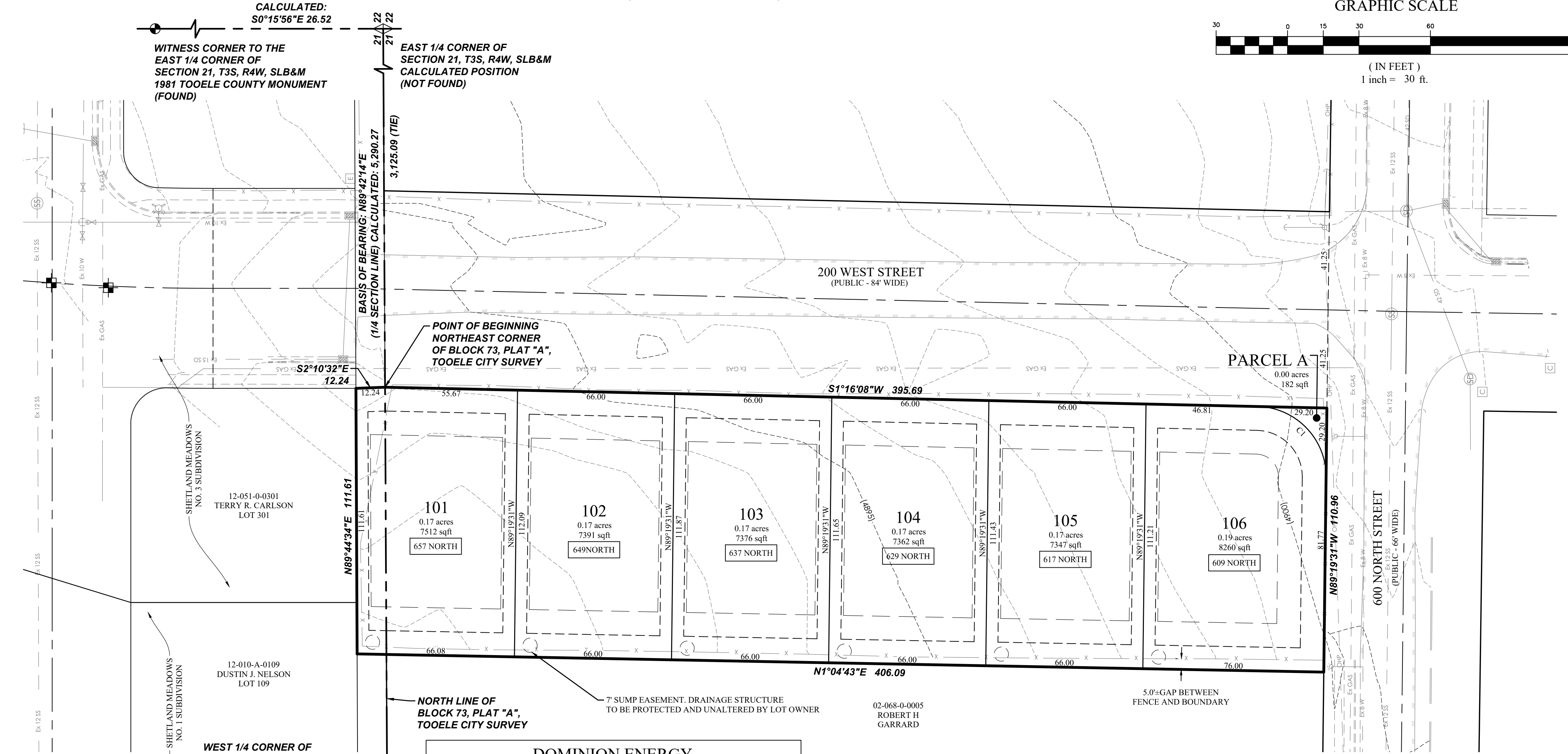


TYPICAL BUILDING SETBACKS
N.T.S.

Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C1	29.50	89°24'21"	46.03	N45°58'19"E
				41.50

AVERAGE LOT SIZE: 7541.33 SQUARE FEET
MINIMUM LOT SIZE: 7347 SQUARE FEET

NOTE:
1. PARCEL A IS HEREBY DEDICATED TO TOOELE CITY AS PUBLIC RIGHT OF WAY.



ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN. 54-3-27 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 PUE 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:

a. A RECORDED EASEMENT OR RIGHT-OF-WAY
b. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
c. TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
d. ANY OTHER PROVISION OF LAW

APPROVED THIS ____ DAY OF _____ A.D. 20__

ROCKY MOUNTAIN POWER
BY - _____
TITLE - _____

DOMINION ENERGY

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT FOR THE PURPOSES OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENT GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTHING HEREIN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATION OF SUCH ITEMS. THE RIGHTS-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANT(S). DOMINION ENERGY UTAH ALSO APPROVES THIS PLAT FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS; HOWEVER, DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THE APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER 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 OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 801-366-8532.

APPROVED THIS ____ DAY OF _____ A.D. 20__

DOMINION ENERGY

PLANNING COMMISSION

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

CHAIR, TOOELE CITY PLANNING COMMISSION _____

HEALTH DEPARTMENT

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

TOOELE COUNTY HEALTH DEPARTMENT _____

XFINITY

APPROVED THIS ____ DAY OF _____ A.D. 20__ BY XFINITY CABLE.

XFINITY _____

PREPARED FOR
LAND DEVELOPMENT, LLC
6076 S. 900 E. STE. 100
SALT LAKE CITY, UT 84121

FIRE CHIEF

APPROVED THIS ____ DAY OF _____ A.D. 20__ BY THE TOOELE CITY FIRE DEPARTMENT.

TOOELE CITY FIRE CHIEF _____

TOOELE COUNTY SURVEY DEPARTMENT

APPROVED THIS ____ DAY OF _____ A.D. 20__

ROS MAP # _____

TOOELE COUNTY SURVEY DEPARTMENT _____

CENTURY LINK

APPROVED THIS ____ DAY OF _____ A.D. 20__ BY CENTURY LINK.

CENTURY LINK _____

SCHOOL DISTRICT

APPROVED THIS ____ DAY OF _____ A.D. 20__ BY THE TOOELE COUNTY SCHOOL DISTRICT.

TOOELE COUNTY SCHOOL DISTRICT _____

POST MASTER

APPROVED THIS ____ DAY OF _____ A.D. 20__ BY THE POST MASTER.

POST MASTER _____

PARKS DEPARTMENT

APPROVED THIS ____ DAY OF _____ A.D. 20__ BY THE TOOELE CITY PARKS DEPARTMENT.

TOOELE CITY PARKS DEPARTMENT _____

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

CHIEF OF POLICE

APPROVED THIS ____ DAY OF _____ A.D. 20__ BY THE TOOELE CITY CHIEF OF POLICE.

TOOELE CITY CHIEF OF POLICE _____

CITY ATTORNEY

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

TOOELE CITY ATTORNEY _____

CITY ENGINEER

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

TOOELE CITY ENGINEER _____

COMMUNITY DEVELOPMENT

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

TOOELE CITY COMMUNITY DEVELOPMENT _____

COUNTY RECORDER

REVIEWED THIS ____ DAY OF _____ A.D. 20__ BY THE TOOELE COUNTY RECORDER AS TO DESCRIPTION OF RECORD.

TOOELE COUNTY RECORDER _____

CITY COUNCIL

APPROVED THIS ____ DAY OF _____ A.D. 20__ BY THE TOOELE CITY COUNCIL.

CHAIRMAN TOOELE CITY COUNCIL _____

BUFFALO RIDGE
LOCATED IN THE SW1/4 & NW1/4 OF SECTION 21, T3S, R4W,
SALT LAKE BASE & MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH