
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, August 21, 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:

- **Resolution 2019-57** A Resolution of the Tooele City Council Adopting the Final Budget for Tooele City for Fiscal Year 2019-2020
Presented by Mayor Debbie Winn
- **Resolution 2019-58** A Resolution of the Tooele City Council Adopting the Proposed Tax Rate for Fiscal Year 2019-2020
Presented by Glenn Caldwell
- **Resolution 2019-63** A Resolution of the Tooele City Council Approving an Audit Agreement with WSRP Certified Public Accountants
Presented by Glenn Caldwell
- **Resolution 2019- 61** A Resolution of the Tooele City Council Authorizing the Application for & Acceptance of Edward Byrne Justice Assistance Grant Funding for Police Department Equipment
Presented by Chief Ron Kirby
- **Resolution 2019- 62** A Resolution of the Tooele City Council Approving and Ratifying an Interlocal Agreement Between Tooele City and Tooele County for 2019 Bryne Justice Assistance Grant Funds
Presented by Chief Ron Kirby
- **Canvass Primary Results**
Presented by Michelle Pitt
- **Amendments to City Code for Home Occupation Day Cares**
Presented by Andrew Aagard
- **Ordinance 2019-20** Zoning Map Amendment Request from the GC General Commercial Zoning District to the RR-1 Residential Zoning District for Approximately 3 Acres Located at 705 North 100 West
Presented by Jim Bolser

- **Potential City Code Text Amendment for Lot Frontage** Requirements in the In-Fill Overlay District
Presented by Jim Bolser
- **Contract with 6 Mile Ranch** for Sale of Vernon Water
Presented by Steve Evans
- **Contract for Land Agreement** with Cody Deeter for Ranch at Pine Canyon
Presented by Steve Evans
- **Ordinance 2019-13** An Ordinance of Tooele City Enacting Tooele City Code Chapter 7-14a Regarding Accessory Dwelling Units
Presented by Roger Baker
- **Ordinance 2019-21** An Ordinance of Tooele City Amending Tooele City Code Section 1-6-4 (7) Regarding the Mayor's Duties as City Budget Officer
Presented by Scott Wardle
- **Ordinance 2019-22** An Ordinance of Tooele City Enacting Tooele City Code Section 1-8-3 Regarding Financial Reports
Presented by Scott Wardle
- **Ordinance 2019-23** An Ordinance of Tooele City Amending Tooele City Code Chapter 1-14 Regarding the Duties of the Director of Finance
Presented by Scott Wardle
- **Statue Coins**
Presented by Chairman Steve Pruden
- **Schedule for Monthly Budget Meetings**
Presented by Chairman Steve Pruden

4. 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

RESOLUTION 2019-57

A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING THE FINAL BUDGET FOR TOOELE CITY FOR FISCAL YEAR 2019-2020.

WHEREAS, the Tooele City Council adopted the budget officer's tentative budget for fiscal year 2019-2020 on May 1, 2019, and established June 19, 2019, as the date for a public hearing for the final budget, as required by U.C.A. Chapter 10-6; and,

WHEREAS, the City Council convened a public hearing on June 19, 2019, as required by U.C.A. §10-6-114; and,

WHEREAS, the City Council adopted a new tentative budget for fiscal year 2019-2020 on June 19, 2019, based on the proposed tax rate, and established August 7, 2019, as the date for a truth-in-taxation public hearing; and,

WHEREAS, the City Council is required to adopt the final budget pursuant to U.C.A. §10-6-118 by either June 30 or August 17, as applicable; and,

WHEREAS, the fiscal year 2019-2020 budget adoption process has followed the requirements of Utah Code Title 10, Chapter 6; and,

WHEREAS, the Tooele City Council now desires to adopt a final budget for fiscal year 2019-2020;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City final budget for fiscal year 2019-2020 is hereby adopted, and hereby directs the budget officer to certify the budget and to file the budget with the state auditor within 30 days of the date of this Resolution.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

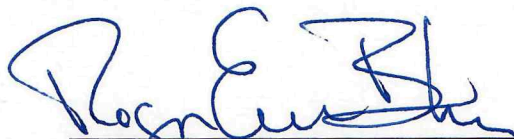
(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

SEAL

Approved as to form:



Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2019-58

A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING THE PROPOSED TAX RATE FOR FISCAL YEAR 2019-2020.

WHEREAS, Utah Code §10-6-133 requires cities to set by ordinance or resolution the real and personal property tax levy, or certified tax rate, for various municipal purposes; and,

WHEREAS, the certified tax rate has been calculated to be 0.003024 for Fiscal Year 2019-2020 (compared to 0.003334 for Fiscal Year 2018-2019, 0.001938 for Fiscal Year 2017-2018, 0.002030 for Fiscal Year 2016-2017, 0.002203 for Fiscal Year 2015-2016, 0.002310 for Fiscal Year 2014-2015, and 0.002520 for Fiscal Year 2013-2014); and,

WHEREAS, following the truth-in-taxation process, the City Council has determined to maintain the Fiscal Year 2018-2019 tax rate of 0.003334 for Fiscal Year 2019-2020; and,

WHEREAS, the City Council conducted a duly-noticed public hearing on August 7, 2019:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Tooele City adopts the proposed tax rate at 0.003334 for Fiscal Year 2019-2020.

This Resolution shall become effective on the date of passage by authority of the Tooele City Charter.

Passed this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2019-63

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AUDIT AGREEMENT WITH WSRP CERTIFIED PUBLIC ACCOUNTANTS.

WHEREAS, Tooele City Charter Section 3-02 (Independent Auditor), as well as Utah Code Chapters 51-2a (Part 2) and 10-6, require Tooele City's finances to be audited annually by an independent and competent certified public accountant; and,

WHEREAS, the City has worked with WSRP Certified Public Accountants and Business Advisors for several years, and has found WSRP to be thorough and accurate in its accounting practices and reports; and,

WHEREAS, the City Administration recommends that WSRP be retained to perform the audit of Tooele City's finances for the fiscal year 2018-2019; and,

WHEREAS, the contract with WSRP, in the form of an engagement letter, is attached hereto as Exhibit A; and,

WHEREAS, the compensation payable to WSRP under the agreement for the annual audit is \$51,500 (see Exhibit A for detail); and,

WHEREAS, City Code Sections 1-5-10, 1-6-4, 1-6-9, 1-14-4, and 1-22-4 require the City Council to approve city contracts and expenditures (also known as claims) of \$20,000 or more, which claims are best approved by resolution for the preservation of a record of both the claims and their approval; and,

WHEREAS, Utah Code Section 10-6-138 requires the City Recorder to "countersign all contracts made on behalf of the city and [to] maintain a properly indexed record of all such contracts"; and,

WHEREAS, Utah Code Section 11-13-202.5 requires the City Attorney to review certain contracts as to proper form:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the WSRP letter agreement attached as Exhibit A is hereby approved.

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

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

WSRP Engagement Letter Agreement



CERTIFIED PUBLIC
ACCOUNTANTS AND
BUSINESS ADVISORS

August 1, 2019

Tooele City Corporation
90 North Main Street
Tooele, Utah 84074

To the Honorable Mayor, City Council Members and
Management of Tooele City Corporation:

Agreement to Provide Services

This agreement to provide services (the "Agreement") is intended to describe the nature and scope of our services.

Objective and Scope of the Audit

As agreed, WSRP, LLC ("WSRP" or "we") will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Tooele City Corporation (the "City" or "you") as of and for the fiscal year ended June 30, 2019.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of the Proportions Share of the Net Pension Liability – Last Ten Fiscal Year

- 3) Schedule of Contributions – Last Ten Fiscal Years
- 4) Postemployment Benefit Plan – Schedule of Funding Progress
- 5) Notes to Required Supplementary Information

Also, the supplementary information accompanying the basic financial statements, as listed below, will be subjected to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the basic financial statements as a whole.

- 1) Combining Balance Sheet – Nonmajor Governmental Funds
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Governmental Funds
- 3) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Nonmajor Special Revenue Funds
- 4) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Nonmajor Debt Service Fund
- 5) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Nonmajor Budget and Actual – Capital Projects Fund
- 6) Schedule of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Budget and Actual – Capital Projects Funds
- 7) Combining Statement of Net Position – Nonmajor Proprietary Funds
- 8) Combining Statement of Revenues, Expenses, and Changes in Net Position – Nonmajor Proprietary Funds
- 9) Combining Statement of Cash Flows – Nonmajor Proprietary Funds
- 10) Combining Statement of Changes in Assets and Liabilities – Agency Fund

Responsibilities of WSRP

We will conduct our audit in accordance with GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement, whether caused by error or fraud. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error or fraud. Our work will be based primarily upon selected tests of evidence supporting the amounts and disclosures in the financial statements and, therefore, will not include a detailed check of all of the City's transactions for the period. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. However, we will inform you of any material errors or fraud that come to our attention. We will also inform you of possible illegal acts that come to our attention unless they are clearly inconsequential. In addition, during the course of our audit, financial statement misstatements relating to accounts or disclosures may be identified, either through our audit procedures or through communication by your employees to us, and we will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit we will communicate to those charged with governance (as defined below) all uncorrected misstatements.

The term "those charged with governance" is defined as the person(s) with responsibility for overseeing the strategic direction of the City and obligations related to the accountability of the City, including overseeing the financial reporting process. For the City, we agree that, the Mayor and City Council meet that definition.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we will express no such opinion. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. However, we will communicate to you and those charged with governance in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during our audit.

We are also responsible for communicating with those charged with governance what our responsibilities are under GAAS, an overview of the planned scope and timing of the audit, and significant findings from the audit.

Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that you and those charged with governance acknowledge and understand that you and those charged with governance have responsibility (1) for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; (2) for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud; (3) for identifying and ensuring that the City complies with the laws and regulations applicable to its activities; and (4) to provide us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.

You acknowledge and understand your responsibility for the preparation of the supplementary information in accordance with the applicable criteria. You also agree to include our report on the supplementary information in any document that contains the supplementary information and that

indicates that we have reported on such supplementary information. You also agree to present the supplementary information with the audited financial statements, or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and our report thereon.

Management is responsible for adjusting the financial statements to correct material misstatements relating to accounts or disclosures, after evaluating their propriety based on a review of both the applicable authoritative literature and the underlying supporting evidence from the City's files; or otherwise concluding and confirming in a representation letter (as further described below) provided to us at the conclusion of our audit that the effects of any uncorrected misstatements are, both individually and in the aggregate, immaterial to the financial statements taken as a whole.

As required by GAAS, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management's representations to an effective audit, the City agrees, subject to prevailing laws and regulations, to release and indemnify WSRP and its partners, employees, contractors, agents, (collectively, the "WSRP Group") from and against any and all liability and costs relating to our services rendered under this Agreement attributable to any knowing misrepresentations by management.

Expected Form and Content of the Auditor's Report

At the conclusion of our audit, we will submit to you a report containing our opinion as to whether the financial statements, taken as a whole, are fairly presented based on accounting principles generally accepted in the United States of America. If, during the course of our work, it appears for any reason that we will not be in a position to render an unmodified opinion on the financial statements, or that our report will require an Emphasis of Matter or Other Matter paragraph, we will discuss this with you. It is possible that, because of unexpected circumstances, we may determine that we cannot render a report or otherwise complete the engagement. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require, we may resign from the engagement prior to completion.

Termination

Upon notice to the City, WSRP may terminate this Agreement if WSRP reasonably determines that it is unable to perform the services described in this Agreement in accordance with applicable professional standards, laws, or regulations. If we elect to terminate our services for any reason provided for in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. If the Agreement is

terminated, the City agrees to compensate WSRP for the services performed and expenses incurred through the effective date of termination.

Client Continuance Matters

WSRP is retaining the City as a client in reliance on information obtained during the course of our client continuance procedures. Randall J. Jensen has been assigned the role of engagement partner and is responsible for directing the engagement and issuing the appropriate report on the Company's financial statements.

Email Communication

WSRP disclaims and waives, and you release WSRP from, any and all liability for the interception or unintentional disclosure of email transmissions or for the unauthorized use or failed delivery of emails transmitted or received by WSRP in connection with the services we are being engaged to perform under this Agreement.

External Computing Options

If, at your request, WSRP agrees to use certain external commercial services, including but not limited to services for cloud storage, remote control, and/or file sharing options (collectively "External Computing Options"), that are outside of WSRP's standard security protocol, you acknowledge that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, WSRP disclaims and waives, and you release WSRP from, any and all liability arising out of or related to the use of such External Computing Options.

Ownership of Working Papers

The working papers prepared in conjunction with our audit are the property of WSRP, constitute confidential information, and will be retained by us in accordance with WSRP's policies and procedures.

Reproduction of Audit Report

If the City plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we may have assembled and provided to you (e.g., by the addition of financial statements and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Posting of Audit Report and Financial Statements on Your Website

You agree that, if you plan to post an electronic version of the financial statements and audit report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and audit report on your website and the signed version of the financial statements and audit report provided to management by WSRP. You also agree to indemnify WSRP from any and all claims that may arise from any differences between the electronic and signed versions.

Review of Documents In Connection With Offering of Sale of Debt

The audited financial statements and our report thereon should not be provided or otherwise made available to lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance by Your Personnel

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to City employees and/or customers should be provided to us. This assistance will serve to facilitate the progress of our work and minimize costs to you. This assistance will serve to facilitate the progress of our work and minimize costs to you.

Other Services

We are always available to meet with you and other executives at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the City. Whenever you feel such meetings are desirable, please let us know. We are also prepared to

provide services to assist you in any of these areas. We will also be pleased, at your request, to attend your City Council meeting at the conclusion of the audit to present the audit results and financial statements.

In addition to the audit services described above, you have requested that we provide the following non-attest services:

We will assist the City in preparing the financial statements and related footnote disclosures for the year ended June 30, 2019, based on the Government's accounting records and other information that comes to our attention during the course of our engagement. As part of this preparation, we will review the grouping schedules prepared by you and include those balances in the conversion from fund to government-wide financial statements.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the City in the performance of our services. Any discussions that you have with personnel of WSRP regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf the City. However, we will provide advice and recommendations to assist management of the City in performing its functions and fulfilling its responsibilities.

The City agrees to perform the following functions in connection with our performance of the financial statement preparation non-attest services:

- a. Make all management decisions and perform all management functions with respect to the financial statement preparation including the conversion from fund to government-wide reporting.
- b. Assign Glen Caldwell and Shannon Wimmer to oversee the financial statement preparation process including the conversion from fund to government-wide reporting and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of the financial statement preparation process including the conversion from fund to government-wide reporting.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making

management decisions or performing management functions. The City must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Limitation of Liability

Except to the extent finally determined to have resulted from the fraud or intentional misconduct of WSRP, WSRP's liability to the Company for any claims arising under this Agreement shall not exceed the aggregate amount of fees paid by the Company to WSRP during the 12 months preceding the date of the claim for the services giving rise to the claim, regardless of whether such liability arises in contract, statute, tort (including the negligence of WSRP), or otherwise. In no event shall WSRP be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this Agreement.

Dispute Resolution Procedure

Any dispute or claim between you and WSRP arising out of or relating to the Agreement or a breach of the Agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except to the extent provided below) shall be submitted to binding arbitration before the American Arbitration Association, and subject to the Commercial Arbitration Rules. The arbitration proceeding shall take place in Salt Lake City, Utah, unless the parties agree in writing to a different location. The arbitration shall be governed by the provisions of the laws of the State of Utah (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of such state shall be applied without reference to conflicts of law rules. The parties shall bear their own legal fees and costs for all claims. The arbitration proceedings shall be confidential.

You acknowledge that by agreeing to this Arbitration provision, you are giving up the right to litigate claims against WSRP, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. You acknowledge that you have read and understand this arbitration provision, and that you voluntarily agree to binding arbitration.

The City shall bring no claim or action arising out of or relating to this Agreement or the services provided under this Agreement more than one (1) year following the completion of the services provided under this Agreement to which the claim relates. This paragraph will shorten, but in no event extend, any otherwise legally applicable period of limitations on such claims.

Fees

Our charges to the Company for the audit services described above will be \$51,500 (subject to mutually agreed-upon adjustment for services providing additional value). We also will bill you for our out-of-pocket expenses.

This engagement includes only those services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate letter. In the event you request us to object to or respond to, or we receive and respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request or legal process against the Company or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs (including outside lawyer fees) that we incur.

Our fees and costs will be billed periodically, and invoices are payable upon receipt. If we do not receive written notice of dispute within 10 days of your receipt of the invoice, we will conclude that you have seen the invoice and find it acceptable. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.5% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent. We reserve the right to suspend our services, withhold delivery of any deliverables, or withdraw from this engagement entirely if any of our invoices are delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

Third-Party Use

WSRP will perform the professional services provided in connection with this engagement solely for the benefit and use of the City. WSRP does not anticipate and does not authorize reliance by any other party on its professional services. Any amendment to this provision must be made through a written document signed by the city and WSRP.

Confidentiality

Each of the parties hereto shall treat and keep any and all of the "Confidential Information" (defined below) as confidential, with at least the same degree of care as it accords to its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, consultants, agents, or its legal or other advisors, provided that they have: (A) each been informed of the confidential, proprietary, and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement, and (B) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature that is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this Agreement and all information provided pursuant to this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not

include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena, or court order; or (e) independently developed by the Receiving Party. In no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy any and all of the Confidential Information except for (i) copies in working paper files retained to comply with a party's professional or legal obligations and (ii) such Confidential Information retained in accordance with the Receiving Party's normal back-up data storage procedures. Notwithstanding the foregoing, WSRP shall have the right to use the City's Confidential Information in connection with performing WSRP's obligations hereunder, and also to create anonymous, aggregated data ("Anonymous Aggregated Data"), which Anonymous Aggregated Data may be used in efforts to improve the services generally, including for benchmarking and analytical purposes, for so long as such use remains in an anonymous aggregated form and does not violate any of WSRP's obligations of confidentiality hereunder.

Miscellaneous

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties. This Agreement is intended to cover only the services specified herein, although we look forward to many more years of pleasant association with the City. This engagement is a separate and discrete event and any future services will be covered by a separate agreement to provide services.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the City hereby authorizes WSRP to participate in such confirmation processes, including through the third party's website (e.g., by entering the WSRP's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that WSRP shall have no liability in connection therewith.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, professional standards, or related published interpretations (including, without limitation, the independence rules of the American Institute of Certified Public Accountants, Securities and Exchange Commission, and Public Company Accounting Oversight Board), but if any provision of this Agreement shall be deemed prohibited, invalid, or otherwise unenforceable for any reason under such applicable laws, regulations, professional standards, or published interpretations, such provisions shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and such revised provision shall be made a part of this Agreement as if it was specifically set forth herein. Furthermore, the provisions of the foregoing sentence shall not invalidate the remainder of such provision or the other provisions of this Agreement.

The City's signature below represents that it has the full power and authority to enter into this Agreement on behalf of the City and any City affiliate that may rely on the services provided hereunder, or that it shall ensure that each such affiliate agrees to be bound to the terms hereof.

This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

* * * * *

We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files.

Very truly yours,

WSRP, LLC

WSRP, LLC

Acknowledged,

TOOELE CITY CORPORATION

Management's signature: _____

Date: _____

Title: _____

Governance's signature: _____

Date: _____

Title: _____

Approved as to Form:

Tooele City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2019-61

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF EDWARD BYRNE JUSTICE ASSISTANCE GRANT FUNDING FOR POLICE DEPARTMENT EQUIPMENT.

WHEREAS, the Tooele City Police Department (“Department”) seeks always to improve the quality of police training and services to the citizens of Tooele City; and,

WHEREAS, the Department would benefit from additional police equipment, including a Digital (Fire)Arms Training Simulator (DART) simulation system and simulation firearms (the “Equipment”), which Equipment will assist police officers to train in appropriate use of force and de-escalation techniques, focusing on officer and public safety; and,

WHEREAS, the Bureau of Justice Assistance, Office of Justice Programs (OJP), U.S. Department of Justice has announced that \$17,899.00 in Edward Byrne Justice Assistance Grant funding has been set aside for the Department to purchase the Equipment; and,

WHEREAS, no local match of public monies is required for this grant; and,

WHEREAS, this Resolution and the funding it authorizes is in the best interest of Tooele City and furthers the public health, safety, and welfare:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Tooele City, by and through the Tooele City Police Department, is hereby authorized to apply for and to accept the award of Edward Byrne Justice Assistance Grant funding for the purpose of purchasing the Equipment.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 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 Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2019-62

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING AN INTERLOCAL AGREEMENT BETWEEN TOOELE CITY AND TOOELE COUNTY FOR 2019 BYRNE JUSTICE ASSISTANCE GRANT FUNDS.

WHEREAS, the Tooele City Police Department (“Department”) seeks always to improve the quality of police services to the citizens of Tooele City; and,

WHEREAS, the Bureau of Justice Assistance, Office of Justice Programs (OJP), U.S. Department of Justice has announced that \$17,899.00 in Edward Byrne Justice Assistance Grant funding has been set aside for the Department for specialized police equipment, as described in Resolution 2019-61; and,

WHEREAS, the City Council approved the grant funding by way of Resolution 2019-61; and,

WHEREAS, OJP requires an interlocal agreement with Tooele County for the distribution of grant funds to Tooele City, and UCA Section 11-13-202 and -202.5 require the interlocal agreement to be approved by the City Council (see the interlocal agreement attached as Exhibit A); and,

WHEREAS, under the interlocal agreement, Tooele County will not receive any of the approved grant funds; and,

WHEREAS, OJP requires the interlocal agreement to be signed prior to August 23, 2019:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor’s signature on the interlocal agreement attached as Exhibit A is hereby approved and ratified.

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 Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TOOELE, AND COUNTY OF TOOELE,**

2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 21st day of August, 2019, by and between The COUNTY of Tooele, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY of Tooele, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Tooele County, State of Utah, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections 11-13-101U.C.A. et seq. and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$ 0 from the JAG award for the Edward Byrne Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to allocate the JAG funds as stated herein.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$ 0 of JAG funds.

Section 2.

COUNTY agrees to use \$ 0 for the 2010 Edward Byrne Program until December 31, 2020.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Utah Law.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by Utah Law.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 8.

The terms of this agreement shall be coterminous with the 2019 Edward Byrne Justice Assistance Grant (JAG) program and Tooele City.

CITY OF TOOELE

COUNTY OF TOOELE

Mayor

Commissioner

ATTEST:

City Recorder

County Clerk

Approved as to Form:

City Attorney

County Attorney

TOOELE CITY CORPORATION

ORDINANCE 2019-20

AN ORDINANCE OF THE TOOELE CITY COUNCIL REASSIGNING THE ZONING CLASSIFICATION TO THE RR-1 RESIDENTIAL ZONING DISTRICT FOR 3 ACRES OF PROPERTY LOCATED AT 705 NORTH 100 WEST.

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, open space); 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 “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 City has received an application for Zoning amendments for properties located near 705 North 100 West, as shown in the attached **Exhibit A**; and,

WHEREAS, the GC General Commercial zoning district is currently assigned to approximately 3 acres of land located at 705 North 100 West (see map attached at **Exhibit A**); and,

WHEREAS, by Rezone Petition received on July 8, 2019, Walter Wickham has requested the subject property be reassigned to the RR-1 Residential zoning district (see Rezone Petition attached as Exhibit B); and,

WHEREAS, on August 14, 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 (see Planning Commission staff report attached as **Exhibit B**); and,

WHEREAS, on _____, the City Council convened a duly-advertised public hearing:

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

1. this Ordinance and the zoning amendments proposed therein are in the best interest of the City in that they will bring existing residential uses into legal conformance with zoning [e.g., further economic development, are consistent with the desires of the affected property owners], and are consistent with the General Plan and Land Use Plan; and,
2. the Tooele City Zoning Map is hereby amended to indicate that the zoning district assigned to the subject property shall be reassigned to the RR-1 Residential zoning district; and,
3. The Tooele City Land Use Element of the General Plan is hereby amended for the property located at 705 North 100 West to Rural Residential.

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 _____, 20__.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Sharon Dawson, City Recorder

S E A L

Approved as to Form:

Roger Baker, Tooele City Attorney

Exhibit A

Application for Zoning Amendment

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.

Project Information					
Date of Submission: 7/8/19		Current Map Designation: GEN. COMMERCIAL	Proposed Map Designation: RR-1	Parcel #(s): 02-004-0-0013	
Project Name:				Acres:	
Project Address: 705 NORTH 100 WEST (715 N. 100 W.)					
Proposed for Amendment: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: _____					
Brief Project Summary: CHANGE PROPERTY ZONING DESIGNATION FROM GENERAL COMMERCIAL TO RESIDENTIAL ONE TO ACCOMMODATE HOME UPGRADE.					
Property Owner(s): WALTER WICKHAM			Applicant(s): - SAME -		
Address: 705 NORTH 100 WEST			Address:		
City: TOOELE	State: UT	Zip: 84074	City:	State:	Zip:
Phone: 801-403-5130			Phone:		
Contact Person: MARGERY WICKHAM (WIFE)			Address:		
Phone: 801-403-5130			City:	State:	Zip:
Cellular: SAME	Fax: -	Email: margeryparkcr1955@gmail.com			

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

Note to Applicant:

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

2190503

For Office Use Only			
Received By: [Signature]	Date Received: 7/8/19	Fees: 1,100⁰⁰	App. #:

#00353049

Zoning Map

1. What is the present zoning of the property?

Currently the property is zoned as General Commercial.

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

This property has been used as Residential for the last 45 years, containing two single dwellings belonging to one family. Neither home is or has been used as a rental.

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

According to the Tooele City zoning map, the immediate surrounding areas are all residential, listed as zoning districts R-1-7 and M-R-8.

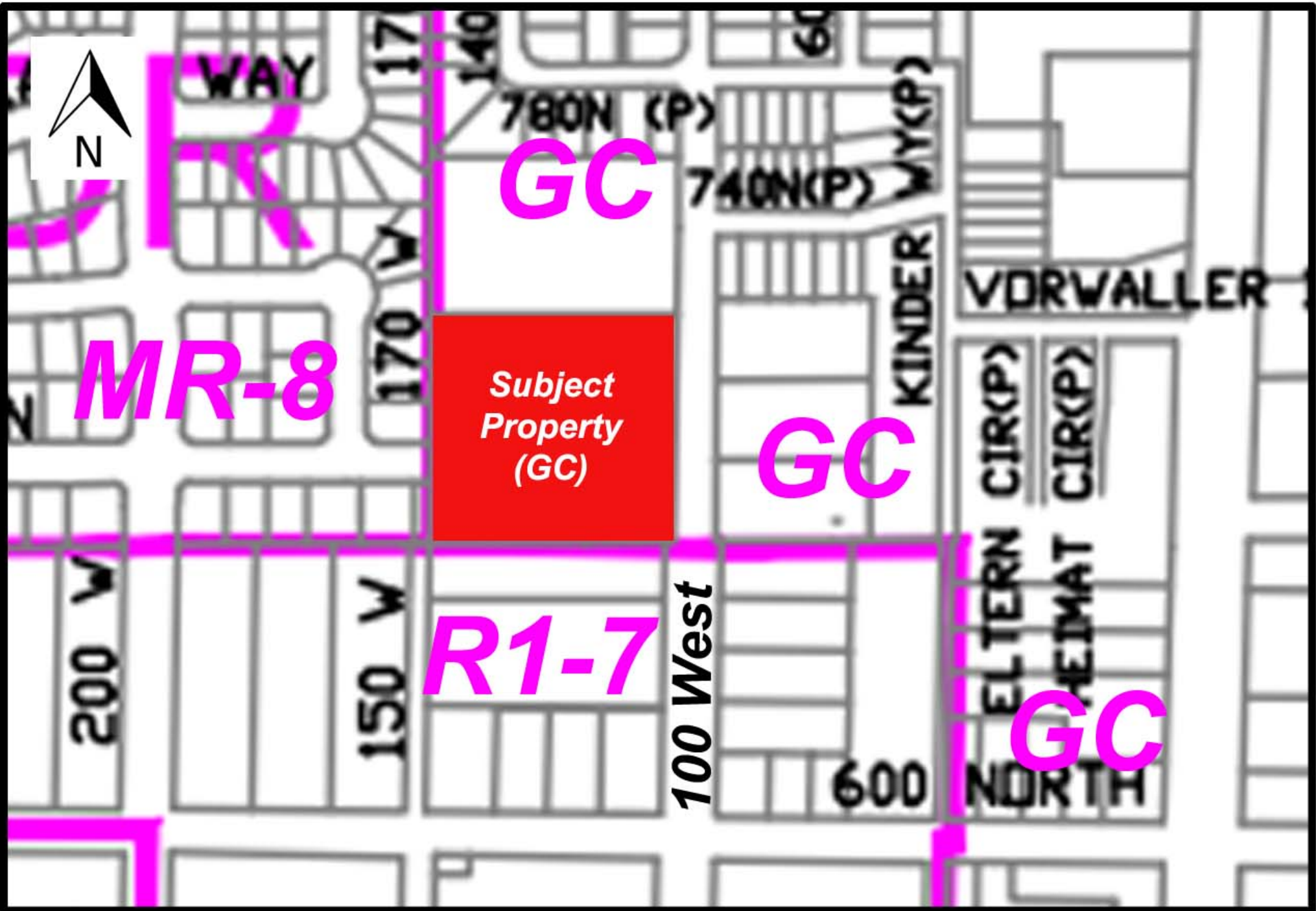
4. Explain how the proposed zoning is suitable for the existing uses of the subject property.

As described in question two, this property is and has been residential for over 49 years. When the property was originally purchased, it was located outside of the city boundaries. The property has a barn and some family horses on site, plus a large pasture for horse grazing.

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

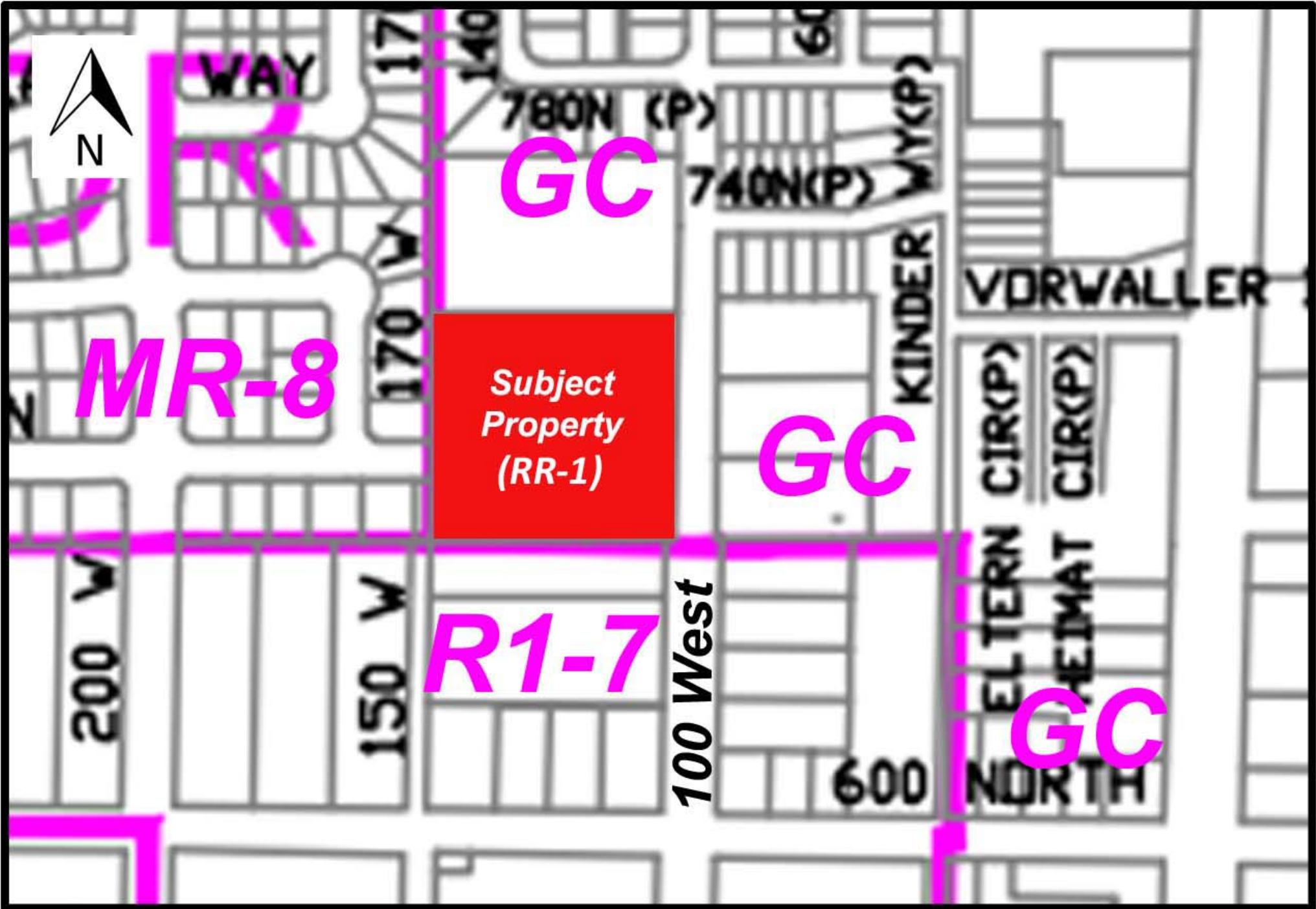
The home on the north end of the property is a 1974 double wide mobile home, which does not meet current building codes. After changing the zoning of this property to R -1, a legal non-conforming manufactured home will be placed on the site. This new home has a larger footprint and will need a larger foundation than the present one.

Wickham Zoning Map Amendment



Current Zoning

Wickham Zoning Map Amendment



Proposed Zoning

Exhibit B
Planning Commission Minutes

STAFF REPORT

July 22, 2019

To: Tooele City Planning Commission
Business Date: August 14, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Wickham Rezone – Zoning Map Amendment Request

Application No.: P19-519
Applicant: Walter Wickham
Project Location: 705 North 100 West
Zoning: GC General Commercial Zone
Acreage: Approximately 3 Acres (Approximately 139,000 ft²)
Request: Request for approval of a Zoning Map Amendment in the GC General Commercial zone regarding the reassignment of zoning of the subject property to the RR-1 Residential district.

BACKGROUND

This application is a request for approval of a Zoning Map Amendment for approximately 3 acres located at approximately 705 North 100 West. The property is currently zoned GC General Commercial. The applicant is requesting that a Zoning Map Amendment to the RR-1 Residential zone be approved to bring the use of the property as residential and agriculture into conformance with the correct zoning district.

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 (GC) District 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 and east are zoned GC General Commercial. Properties to the west are zoned MR-8 Multi-Family Residential. Properties to the south are zoned R1-7 Residential. Mapping pertinent to the subject request can be found in Exhibit "A" to this report.

All properties in the area are utilized as residential even though the subject properties and properties to the north and east are all zoned GC General Commercial. The GC General Commercial zone does not permit single-family or multi-family residential uses, therefore, all residential uses as they exist are considered legally non-conforming land uses as defined by Tooele City Code. These homes may continue to exist in perpetuity but the non-conforming status places limitations on what can and cannot be

done with the structures on the property. Legally non-conforming structures may be maintained and repaired but they cannot be enlarged or replaced with larger structures. The applicant has submitted this rezoning with the intention of bringing the use of the property into conformance with a residential zoning district.

The RR-1 Residential zone permits single-family residential uses on lots of 1 acre or larger. The RR-1 Residential zone also permits the keeping of large agriculture animals without limitation to the number of animals on the property. Agricultural structures and barns are also permitted in the RR-1 zone. Essentially, the RR-1 zone is a rural residential / agricultural zone.

Criteria For Approval. The criteria for review and potential approval of a Zoning Map Amendment request is found in Sections 7-1A 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 comments:

1. All properties in the area that are zoned GC General Commercial, are utilized as legally non-conforming residential uses in a GC General Commercial zoning district.
2. There is a wide range of residential uses in the area. Single-family to the south, multi-family to the west and a mobile home subdivision to the north.

Noticing. The applicant(s) have 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 Wickham Rezone Zoning Map Amendment Request by Walter Wickham, to reassign the subject property to the RR-1 Residential zoning district, application number P19-519, based on the findings listed in the Staff Report dated July 22, 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 Wickham Rezone Zoning Map Amendment Request by Walter Wickham, to reassign the subject property to the RR-1 Residential zoning district, application number P19-519, based on the following findings:”

1. List any findings...

EXHIBIT A

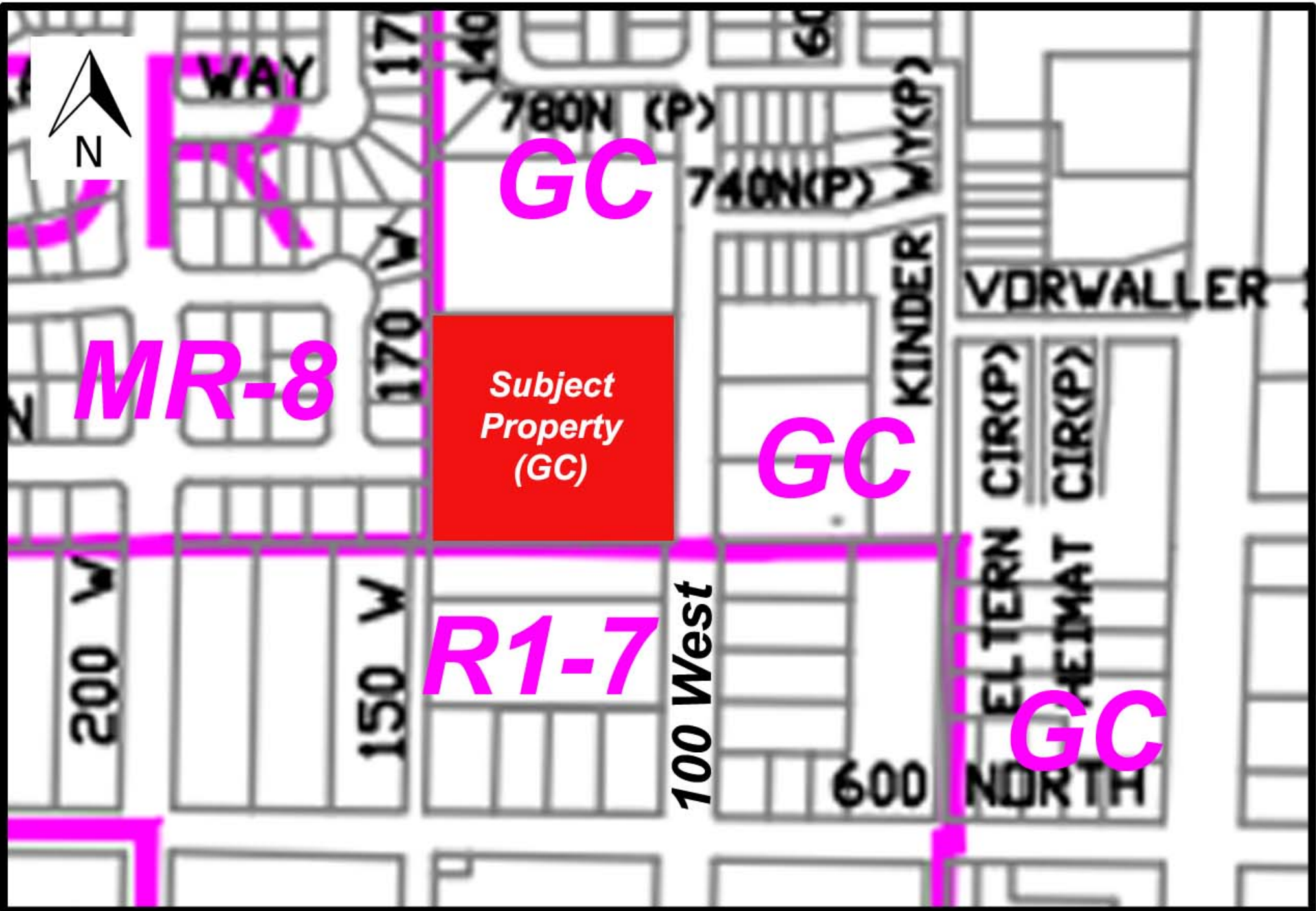
MAPPING PERTINENT TO THE WICKHAM REZONE ZONING MAP AMENDMENT

Wickham Zoning Map Amendment



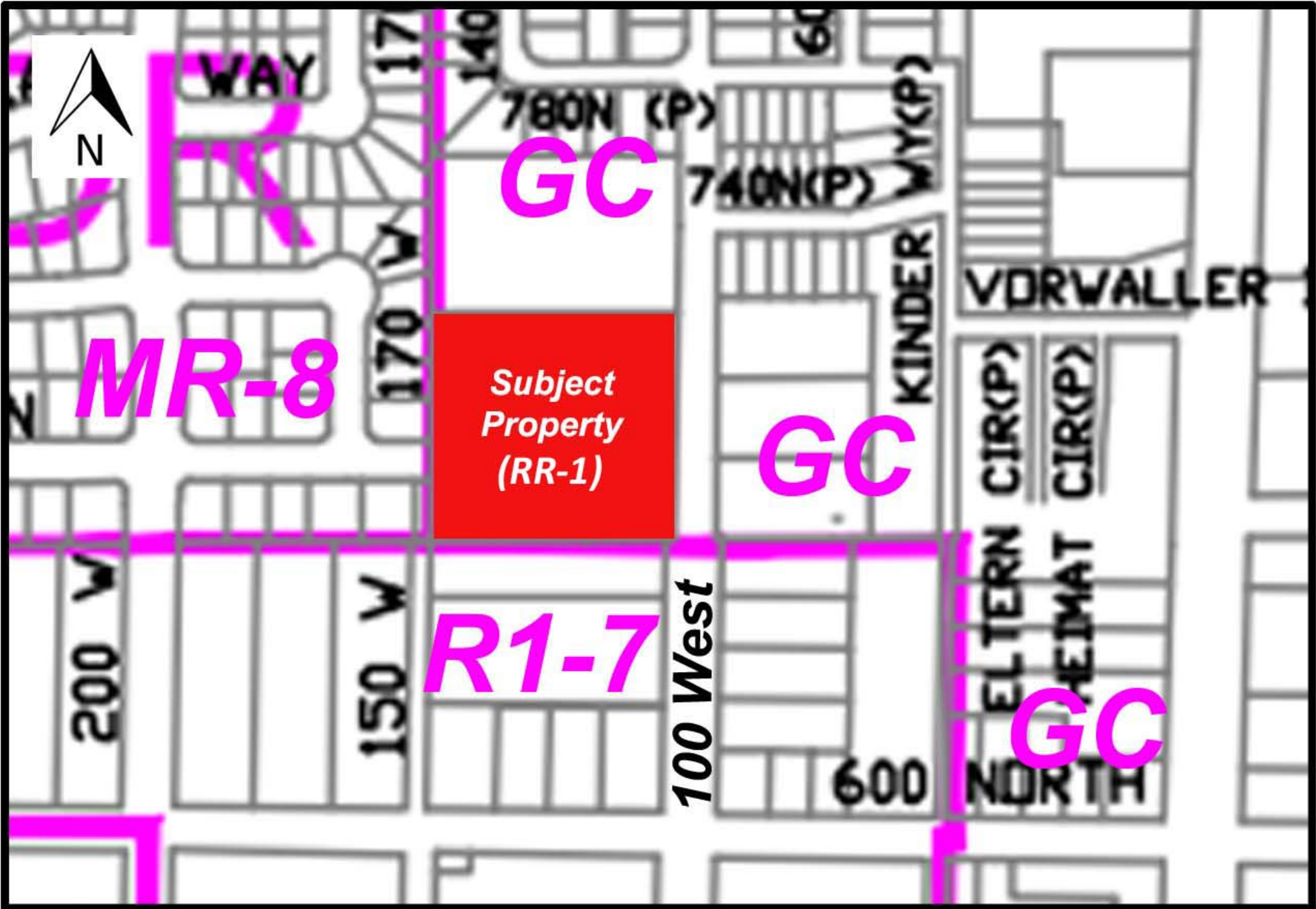
Aerial View

Wickham Zoning Map Amendment



Current Zoning

Wickham Zoning Map Amendment



Proposed Zoning

EXHIBIT B

APPLICANT SUBMITTED INFORMATION

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.

Project Information					
Date of Submission: 7/8/19		Current Map Designation: GEN. COMMERCIAL	Proposed Map Designation: RR-1	Parcel #(s): 02-004-0-0013	
Project Name:				Acres:	
Project Address: 705 NORTH 100 WEST (715 N. 100 W.)					
Proposed for Amendment: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan:					
Brief Project Summary: CHANGE PROPERTY ZONING DESIGNATION FROM GENERAL COMMERCIAL TO RESIDENTIAL ONE TO ACCOMMODATE HOME UPGRADE.					
Property Owner(s): WALTER WICKHAM			Applicant(s): - SAME -		
Address: 705 NORTH 100 WEST			Address:		
City: TOOELE	State: UT	Zip: 84074	City:	State:	Zip:
Phone: 801-403-5130			Phone:		
Contact Person: MARGERY WICKHAM (WIFE)			Address:		
Phone: 801-403-5130			City:	State:	Zip:
Cellular: SAME	Fax: -	Email: margeryparker1955@gmail.com			

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

Note to Applicant:

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

2190503

For Office Use Only			
Received By: KW	Date Received: 7/8/19	Fees: 1,100 ⁰⁰	App. #:

#00353049

Zoning Map

1. What is the present zoning of the property?

Currently the property is zoned as General Commercial.

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

This property has been used as Residential for the last 45 years, containing two single dwellings belonging to one family. Neither home is or has been used as a rental.

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

According to the Tooele City zoning map, the immediate surrounding areas are all residential, listed as zoning districts R-1-7 and M-R-8.

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

As described in question two, this property is and has been residential for over 49 years. When the property was originally purchased, it was located outside of the city boundaries. The property has a barn and some family horses on site, plus a large pasture for horse grazing.

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

The home on the north end of the property is a 1974 double wide mobile home, which does not meet current building codes. After changing the zoning of this property to R -1, a legal non-conforming manufactured home will be placed on the site. This new home has a larger footprint and will need a larger foundation than the present one.

TOOELE CITY CORPORATION

ORDINANCE 2019-13

AN ORDINANCE OF TOOELE CITY ENACTING TOOELE CITY CODE CHAPTER 7-14a REGARDING ACCESSORY DWELLING UNITS.

WHEREAS, the State of Utah is experiencing an unprecedented Housing Gap, caused and characterized by the following¹:

- Utah's population of three million people is forecast to grow to five million by 2050 and six million by 2065.
- For the first time in Utah history, the number of families looking for housing exceeds the total housing supply, by an estimated 40,000-45,000 dwelling units.
- The shortage of housing supply is leading to a dramatic increase in housing prices and rents.
- There are not enough houses at any prices, let alone affordable prices, for Utah families to buy.
- The existing Utah housing stock is not affordable to most young people and families.
- The families looking for housing in Utah are predominantly the children of Utah residents, not families from outside the state, and two-thirds of Utah's growth is from Utah families.

; and,

WHEREAS, the Housing Gap is a priority issue of Utah legislators, many of whom believe Utah municipalities are to blame for creating a regulatory environment where affordable housing is difficult and expensive to build; and,

WHEREAS, Senate Bill 34 (2019 Utah Legislative Session) requires Utah municipalities to include in the Moderate Income Housing element of their general plans at least two of a menu of 23 strategies to increase the availability of affordable housing and to improve housing affordability; and,

WHEREAS, Tooele City's Moderate Income Housing Plan includes numerous of the required housing affordability strategies, as summarized in Ordinance 2018-25, approved on December 5, 2018, and in the Plan; and,

WHEREAS, Tooele City has actively considered and enacted means and strategies to allow a variety of housing opportunities for Tooele City residents, including moderate income housing, including by doing the following:

¹ Source: Utah League of Cities and Towns, and Kem C. Gardner Policy Institute at the University of Utah.

- enacting incentives for in-fill development, including less restrictive land use regulations (Ordinance 2015-25);
- approving several new apartment and attached single-family developments;
- enacting multi-family design standards to ensure that high-density housing developments include good site and building design for the benefit of residents, which standards recognize the fact that high density requires good design to be successful (Ordinance 2005-05);
- eliminating the five-acre minimum multi-family housing project size (2018-19);
- amending the MU-B (Mixed Use-Broadway) zoning district regulations to allow higher density residential developments with less restrictive land use regulations (Ordinance 2018-13);
- enacting a point-based program for single-family design standards intended to improve building and site design without significantly increasing costs (Ordinance 2006-22);
- allowing for residential facilities for persons with a disability (Ordinance 2012-17);
- allowing for residential facilities for elderly persons (Ordinance 2012-17);
- allowing for housing in the MU-G (Mixed Use-General) zoning district;
- enacting a new multi-family zone (MR-25) allowing up to 25 dwelling units to the acre (Ordinance 2019-08) and assigning that zoning district to an existing property currently constructing multi-family dwelling units (Ordinance 2019-10); and,
- amending multi-family design standard regulations to be more clear, understandable, predictable, and realistic (Ordinance 2019-08).

WHEREAS, high-density housing does not necessarily equate to affordable housing; large high-density projects can create their own challenges, including congestion, traffic, loss of open space, loss of views, etc.; and, Utah residents are frustrated with large high-density projects that create these challenges²; and,

WHEREAS, a number of strategies may be employed to improve housing affordability and availability, including the following:

- Higher densities in appropriate areas with access to transportation, services, etc.
- Smaller lots in appropriate areas.
- A greater variety of housing types.
- Reducing impact fees and other fees.
- Accessory dwelling units.

² Source: Utah League of Cities and Towns, and Y2 Analytics.

WHEREAS, SB 34 identifies allowing accessory dwelling units (ADUs) as one of the housing affordability and availability strategies that can be incorporated and utilized in a municipal Moderate Income Housing Plan; and,

WHEREAS, an ADU can be defined in several ways:

1. "a subordinate dwelling, containing its own eating, sleeping, and sanitation facilities, which is located internal to or attached to a primary dwelling or non-residential structure, or a detached dwelling unit on the same lot as a primary dwelling" (this Ordinance 2019-13);
2. "a separate small dwelling embedded within a single-family residential property" (*One Key to Housing*, Utah League of Cities and Towns (2019));
3. a habitable living unit added to, created within, or detached from a primary single-family dwelling and contained on one lot (Senate Bill 34 (2019) Utah Legislature; Utah Code §10-9a-103(1));

and,

WHEREAS, ADUs have existed in many parts of the country for decades, but are experiencing a resurgence due to market forces, and are known by many names, including, basement apartment, garage apartment, attic apartment, mother-in-law apartment, cottage, carriage house, coach house, tiny home, guest house, casita, and granny flat; and,

WHEREAS, the City Council and City Administration believe that ADUs are one viable strategy to improve housing affordability and availability, and the Council has considered and discussed housing affordability and ADU policies during its work meetings of January 16, March 20, April 17, and May 1, 2019; and,

WHEREAS, the City Council notes that ADUs have many actual and potential benefits, including the following:

- Providing lower priced housing for students, young families, retirees, and others since ADUs do not have to include the price of land (already paid for) and are smaller.
- Government efficiency. Utilizing existing water, sewer, storm drain, and street infrastructure with little, if any, added city maintenance costs.
- Increasing property values because of the additional appraised living space.
- Providing to homeowners a supplemental, secondary income stream from ADU rentals.
- Generating wealth and stability within the community through mortgage reduction and fixed-income retirement supplements.
- Allowing people to age in place instead of having to sell their home because of fixed incomes or to downsize. (Some homeowners choose to live in the ADU and rent out their primary dwelling.)

- Offering social assistance and community support for ADU occupants by living in single-family neighborhoods with a mix of ages and income levels: “family friendly.”
- Providing flexible life-cycle housing that allows people to stay in their homes and neighborhoods long-term despite changes in life stage.
- Allowing people of all life stages to live together instead of being shunted into housing predominantly for the young, the old, the poor, etc: community building v. segregation.
- Venting some of the pressure to create new and large apartment projects for people who cannot afford to buy a house.
- Contributing to neighborhood revitalization with new capital investment and increased motivation to maintain properties.
- Offering to developers, contractors, land owners, and the housing market alternatives to apartment buildings, and allowing for the construction of more than one type of affordable housing unit.
- Protecting and respecting private property rights of primary dwelling owners.
- Reducing single-family yard irrigation.
- Legitimizing already existing but illegal basement apartments and other ADUs.
- Reducing rents by adding to the supply of rental housing.
- Contributing to the supply of available, affordable housing by reducing regulatory barriers and costs to such housing.
- Being consistent with the single-family nature of neighborhoods as opposed to large apartment buildings. (Picture cutting up an apartment building and spreading the units out in a large single-family neighborhood area.)
- Offering cities a way of creating “gentle density” and “gentle in-fill” instead of the harsher density of large apartment projects.
- Avoiding/delaying the loss of greenfield properties (e.g., farms, fields, hillsides) to new development.

WHEREAS, ADUs are currently allowed in Tooele City as permitted or conditional uses in the Mixed Use-Broadway (MU-B), Mixed Use-General (MU-G), Neighborhood Commercial (NC), General Commercial (GC), and Regional Commercial (RC) zoning districts (see TCC Chapter 7-16 Table 1 Tables of Uses); and,

WHEREAS, the City Administration has developed an ADU ordinance, to be contained in a new TCC Chapter 7-14a (attached as Exhibit A), which it recommends to the City Council; and,

WHEREAS, the enactment of TCC Chapter 7-14a necessitates amendments to the definitions found in TCC §7-1-5 (see Exhibit A); and,

WHEREAS, the City Administration recommends charging reduced development impact fees for ADUs, and no water rights for ADUs, based in part upon the desire to make ADUs affordable, and based in part upon the diminished relative impacts of ADUs upon Tooele City system improvements; and,

WHEREAS, the City Administration recommends requiring ADU water and sewer laterals to be shared with those of the primary dwelling in order to minimize the number of new street cuts and water and sewer main hot tap connections that increase costs to the primary dwelling owner (and thus the ADU renter) and that cause undue deterioration to city infrastructure; and,

WHEREAS, this Ordinance 2019-13 will serve to provide for the public health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of Tooele City and its present and future inhabitants (reference UCA §10-9a-102); and,

WHEREAS, one of the stated purposes of the Utah Land Use Development and Management Act is to “allow growth in a variety of housing types” (see U.C.A. §10-9a-102, as amended by House Bill 315 (2019)); and,

WHEREAS, this Ordinance 2019-13 will serve to protect the tax base, to secure economy in governmental expenditures, to protect both urban and nonurban development, to provide fundamental fairness in land use regulation, and to protect property values (reference UCA §10-9a-102); and,

WHEREAS, UCA §10-9a-102 authorizes Utah municipalities, in accomplishing the purposes of UCA Chapter 10-9a, to do the following:

enact all ordinances . . . they consider necessary or appropriate for the use and development of land within the municipality, including ordinances . . . governing uses, density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, fundamental fairness in land use regulation, considerations of surrounding land uses and the balance of the foregoing purposes with a landowner's private property interests . . . unless expressly prohibited by law.

WHEREAS, the Planning Commission convened a duly-noticed public hearing on May 22, 2019, and forwarded its recommendation to the City Council (see minutes attached as Exhibit B); and,

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

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

1. the above recitals are hereby incorporated as findings of the City Council; and,

2. Tooele City Code §7-1-5 is hereby amended as shown in Exhibit A; and,
3. Tooele City Code Chapter 7-14a is hereby enacted as shown in Exhibit A; and,
4. Tooele City Code Chapter 7-14 Table 1 Table of Uses is hereby amended as shown in Exhibit A.
5. Tooele City Code Chapter 7-16 Table 1 Table of Uses is hereby amended 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

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

TCC Section 7-1-5

TCC Chapter 7-14a

TCC Chapter 7-14 Table 1 Table of Uses

TCC Chapter 7-16 Table 1 Table of Uses

became conforming or nonconforming.
(Ord. 1983-05, 04-20-1983)

7-1-5. Definitions.

Accessory Building - A structure detached from a principal or primary building located on the same lot and incidental and subordinate to the principal building or use.

Accessory Drive Through Facility - A building element or design feature that permits goods or services to be provided to a customer while occupying a vehicle, without entering the building.

Accessory Dwelling Unit - A subordinate dwelling, containing its own eating, sleeping, and sanitation facilities, which is:

(1) located internal to or attached to a primary dwelling or non-residential structure; or,

(2) a detached dwelling unit on the same lot as a primary dwelling.

~~A dwelling unit, for use as an independent living unit located on the same parcel as an authorized principal use.~~

Accessory Dwelling Unit for Caretaker - A dwelling unit, occupied only by a caretaker and related family, which must be located within and subordinate to the primary building and not as an independent structure.

Accessory Outdoor Sales and Display - The placement outside of a building of items for display or sale which are ordinarily available for sale at the location within a building or structure.

Accessory Outside Storage - The outside placement of items which are customary and incidental to the principal use of the property but excluding the outside storage and placement of flammable and hazardous materials.

Accessory Outside Storage of Flammable or Hazardous Materials - The outside placement of flammable or hazardous materials which are customary and incidental to the principal use of the property.

Accessory Use - A use of land or structure or portion thereof customarily incidental and subordinate to the principal use of the land or structure and located on the same parcel with the principal use.

Adjacent - All properties immediately contiguous to a development site, including those which are separated from the site only by a road or other right-of-way or easement.

Adult Day Care - A non-medical facility for the daytime care of adult persons, and not exceeding 12 hours, who due to age or disability require assistance, companionship, association and or supervision during the day by staff members.

Agriculture (Forestry/Horticultural) - An establishment devoted to the tilling of the soil, the raising of crops, pasture, horticulture, trees, orchards and gardens, but not including any agricultural industry or business such as fruit packing plants,

canneries or agricultural processing facilities. Includes agricultural support housing, including the occupancy of any dwelling unit by the owner or agricultural employees and their families, without regard to duration, which occurs exclusively in association with the performance of agricultural labor.

Agriculture (Livestock) - An establishment devoted to the tilling of the soil, the raising of crops, and livestock, but not including any agricultural industry or business such as fur farms, animal hospitals, feed lots or similar uses, and including such uses as crop farms, dairy farms, livestock farms, poultry farms, general farms, horse farms, and similar uses. Agriculture (livestock production) includes agricultural support housing, including the occupancy of any dwelling unit by the owner or agricultural employees and their families, without regard to duration, which occurs exclusively in association with the performance of agricultural labor.

Agriculture Business - A business or industry involving agricultural products in manufacturing, packaging, treatment, sales, intensive feeding or storage, including commercial greenhouses, feed yards, fur farms, food packaging or processing plants, commercial poultry and egg production and similar uses.

Airport - Areas used for the landing and take off of aircraft, and any appurtenant areas which are intended for use as airport buildings or other airport facilities.

Alter or Alteration - To change, rearrange, enlarge, extend, or reduce any structure or part thereof on the same site.

Animal Hospital - Any facility providing medical or surgical treatment, clipping, bathing or other services, including incidental boarding to dogs, cats and other animals.

Apiary - Any structure or area used for the keeping of bees and/or the collection of honey.

Applicant - The property owner, or authorized agent of the property owner who files an application for development approval pursuant to this Code.

Application for Development Approval or Application - Any written request for approval or issuance of a development order, permit, or license including but not limited to Zoning District amendments, subdivision plats, site plans, building and development permits, variances, conditional use permits.

Application for Reimbursement - A completed application for reimbursement filed pursuant to Tooele City Code §7-19-13, as amended.

Asphalt Plant - A facility, structure or area used for the manufacture and mixing of asphalt and asphalt related products, including areas and facilities used for the storage of materials required for asphalt manufacture.

Authorized Agent - Any person with valid authority provided by the Owner, as evidenced by a

document, filed with the City, authorizing the Agent to represent the Owner, and acting on behalf of the Owner of land seeking a development permit approval.

Auto Impound Yard, Military Surplus Yard, and Vehicle Storage Yard - Public or private storage yard for the temporary storage of automobiles or military equipment.

Automobile Body and Fender Service and Repair - An establishment engaged in the service and repair of body and fender components of automobiles, trucks, motorcycles, motor homes, or recreational vehicles. Typical activities include patching, grinding, sanding, and painting of body and fender parts of any type of vehicle. This use shall be entirely conducted within an enclosed structure and subject to annual inspection by the Tooele City Fire Department and the Tooele City Building Official.

Automobile Sales and Rental - An establishment primarily engaged in the sales and / or rental of automobiles, trucks less than 10,000 G.V.W., motorcycles, motor homes, or recreational vehicles, including sale and servicing. Typical uses include new and used car dealerships, motorcycle dealerships, trailer, or recreational vehicle dealerships, and automobile and light truck rental establishments.

Automobile Service and Repair - An establishment primarily engaged in the mechanical or electrical repair of automobiles, trucks less than 10,000 G.V.W., motorcycles, motor homes, or recreational vehicles. Typical uses include auto repair garages, tire sales and installation, wheel and brake shops, and similar repair and service activities, and where all repair and service activities occur within an enclosed building. This use does not include body and fender shops, and dismantling or salvage of any vehicles.

Bar - An establishment serving alcoholic beverages for consumption on the premises. The term "bar" shall also include taverns, discotheques, night clubs, private liquor clubs and saloons.

Base Zoning District, or Underlying Zoning District - the zoning district applicable to a use of land.

Beauty Shop - An establishment for the cutting, styling, and treatment of hair, skin, fingernails, toenails, etc. Includes a barber shop. Excludes tattoo parlors.

Bed and Breakfast Inn - An establishment in which one to six rooms are rented for overnight lodging to travelers, and where one or more meals are provided to the guests only, the price of which may be included in the room rate.

Boarding House - An existing residential structure a portion of which is used to accommodate for compensation, no more than three (3) boarders or roomers, not including members of the owner's immediate family.

Building - Any structure used or intended for supporting or sheltering any use or occupancy.

Building Area - The portion of a lot which is

within the envelope formed by the required yards or setbacks.

Building Height - The vertical distance on any one two-dimensional building elevation (i.e. front, sides, rear) measured from the lowest point of finished grade of earth at the foundation to either 1) the midpoint of all pitched areas for sloped roofs, or 2) the top of the vertical building wall for flat roofs or gabled walls, whichever is greatest. Chimneys may exceed the height limitations to the extent required by applicable fire codes. See Figure 7-1-5(1) for typical examples. (Ord. 2013-15, 09-18-2013)

Building Maintenance Services - An establishment engaged in the provision of maintenance and/or custodial services to commercial or residential buildings and structures including window cleaning services, janitorial services, landscaping services and exterminating services.

Business Office - An establishment primarily engaged in the provision of executive, management, or administrative services. Typical uses include administrative offices and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, and business offices of public utilities, organizations and associations, or other use classifications when the service rendered is that customarily associated with administrative office services.

Campground - Any area of ground upon which two or more campsites are located, established, or maintained for occupancy by camping units, including tents, travel trailers, and recreational vehicles, as temporary living quarters for recreation, education, or vacation purposes.

Car Wash - A structure with machine, or hand-operated facilities used principally for the cleaning, washing, polishing, or waxing of motor vehicles using automated equipment operated by one or more attendants or self-service facilities using customer operated equipment activated by a coin, token, card, or other similar means. A facility of this type may be able to accommodate more than one vehicle at the same time.

Carport - A roofed automobile structure open and unobstructed on two (2) or more sides. A carport is subject to all the requirements for the location and construction of a garage.

Chemical Manufacture and Storage - The manufacture, processing and storage of chemical materials that by reason of materials, processes, products or waste may be hazardous or that by the emission of odor, dust, smoke, gases, noise, vibration, glare, heat or other impacts may impact adjoining properties.

Church - A facility principally used for people to gather together for public religious worship, religious training, or other religious activities. One accessory

adjacent properties.

Development Permit - Any building permit; conditional use permit; preliminary subdivision plat; final subdivision plat or other plat approval; preliminary site plan; final site plan; rezoning; or any other official action of the City or any state or local government commission, board, agency, department or official having the effect of permitting the development of land located within the corporate boundaries of Tooele City and subject to the provisions of this Ordinance.

Disability - a physical or mental impairment that substantially limits one or more of a person's major life activities. Disability does not include the current use of alcohol or current illegal use of any federally or state of Utah controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802, or in the Utah Controlled Substances Act, U.C.A. Chapter 58-37, each as amended.

Distribution Center - A building used primarily for the inside storage and distribution of goods and materials and the parking and storage of tractor and/or other trailer units.

District - A portion of the city within which certain uses of land and buildings are permitted or prohibited and in which other buildings or land restrictions may be specified as set forth herein.

Dwelling - A building or portion thereof designed for use as the residence or sleeping place of one or more persons or families with cooking and bathroom facilities, but not including hotel, motel, lodge, or nursing home rooms.

Dwelling; Cabin/Seasonal Home - A structure designed to provide housing for the owner, or guests of the owner, on a temporary basis.

Dwelling; Farm and Ranch Employee Housing - A structure located on an operating farm or ranch and designed to provide housing for employees of the farm or ranch on a temporary or permanent basis.

Dwelling; Four-family - A structure designed to be occupied by four (4) families, the structure having four (4) dwelling units.

Dwelling; Manufactured Home - A dwelling unit constructed in accordance with the standards set forth by the Department of Housing and Urban Development and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation. A Manufactured home shall comply with all the requirements of this Ordinance generally applicable to a dwelling unit located in the same zoning district.

Dwelling; Mobile Home - A structure built on a permanent chassis, and transported in one (1) or more sections, is eight (8) feet or more in width and 40 feet or more in length, and designed to be drawn by a motor vehicle, and used as a dwelling with or without a

permanent foundation and connected to utilities. Premanufactured and modular homes not placed on a permanent foundation shall be considered a mobile home.

Dwelling; Multiple-family or Multi-family- A structure designed to be occupied by five (5) or more families, living independently of each other with each unit having its own kitchen, including apartment houses, but not including motels.

Dwelling, Primary - A single-family dwelling unit to which an accessory dwelling unit is subordinate.

Dwelling, Single-family - A structure designed to be occupied by one (1) family, the structure having only one (1) dwelling unit.

Dwelling; Three-family - A structure designed to be occupied by three (3) families, the structure having three (3) dwelling units.

Dwelling; Townhouse/Condominium - A structure or group of structures, in which units are owned individually, and the structure(s), common areas and facilities are owned by all the owners on a proportional, undivided basis which has been submitted to condominium ownership under the provisions of the Utah Condominium Ownership Act.

Dwelling; Two-family - A structure designed to be occupied by two (2) families, the structure having two (2) dwelling units. Includes a duplex.

Easement - A portion of a lot reserved for present or future use by a person or agency other than the owner of the lot. An easement may be under, on or above the lot.

Eligible Public Improvements - Roads and water, sewer, publicly-owned secondary water, and storm water utilities that are required by the City and that exceed the City's required minimum standards and specifications for a particular development. Eligible Public Improvements do not include street signs, regulatory signs (e.g. stop signs), street lights, sidewalk, curb & gutter, monuments and markers, landscaping, privately-owned utilities (e.g. telephone, gas, power, cable television, fiber optics), and other similar improvements, as well as features desired by the Developer that exceed the City's required minimum standards and specifications. Eligible Public Improvements also do not include Public Improvements required as a condition of annexation. The minimum required standards and specifications shall be based on the infrastructure needs of the Development Parcel, as determined by the City.

Extractive Industry - An establishment engaged in the on-site extraction of surface or sub-surface mineral products or natural resources. Typical industries include quarries, sand and gravel quarries, oil and gas extraction, and mining operations.

Family - An individual, or two (2) or more persons related by blood, marriage or adoption, or a group of not more than four (4) unrelated persons living in a

structure. This use does not include radio frequency equipment which have an effective radiated power of 100 watts or less. This use is not required to be located on a building lot, or comply with the minimum lot size requirement for the district in which it is located.

Temporary - Not to exceed a period of 1 year.

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

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

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

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

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

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

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

(a) chewing tobacco; and,

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

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

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

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

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

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

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

Underlying Zoning District - See Base Zoning District.

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

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

Utility Company, Public - Any company, or municipal department, duly authorized to furnish under public regulation, electricity, gas, steam,

telephone, transportation, water, or sewer service.

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

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

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

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

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

(Ord. 2018-08, 09-05-2018) (Ord. 2017-14, 06-07-2017) (Ord. 2016-17, 11-02-2016) (Ord. 2015-25, 12-16-2015) (Ord. 2013-17, 02-05-2014) (Ord. 2012-17, 09-05-2012) (Ord. 2009-05, 02-28-2009) (Ord. 2008-11, 11-05-2008) (Ord. 2005-06, 05-18-2005) (Ord. 2002-21, 09-18-2002) (Ord. 1998-33B, 10-07-1998) (Ord. 1997-21, 06-04-1997) (Ord. 1995-18, 10-06-1995) (Ord. 1994-26, 05-12-1994) (Ord. 1994-09, 03-02-1994) (Ord. 1992-26, 12-10-1992)

7-1-6. Enforcement.

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

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

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

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

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

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

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

(d) The city engineer or the engineer's

CHAPTER 14a. ACCESSORY DWELLING UNITS

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- 7-14a-2. **Purposes.**
- 7-14a-3. **Primary Dwelling Requirement.**
- 7-14a-4. **Owner occupancy requirement.**
- 7-14a-5. **Permitted use.**
- 7-14a-6. **Types of ADUs.**
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- 7-14a-32. **Home Occupation.**
- 7-14a-33. **Registration.**
- 7-14a-34. **Violation - Notice - Civil Penalties.**
- 7-41a-35. **Zoning Administrator - Appeals.**

7-14a-1. Definitions.

The terms "Accessory Dwelling Unit," "ADU," "Base Zoning District," and "Primary Dwelling" shall have the meanings given in Section 7-1-5.

7-14a-2. Purposes.

The purposes of this Chapter are as enumerated in Ordinance 2019-13.

7-14a-3. Primary Dwelling Requirement.

No ADU in a single-family residential or mixed-use zoning district shall be permitted or constructed except as an accessory dwelling to a habitable primary dwelling.

7-14a-4. Owner occupancy requirement.

Either the primary dwelling or the ADU must be occupied by the primary dwelling owner.

7-14a-5. Permitted use.

(1) ADUs shall be a permitted use in all single-family residential zoning districts, namely, R1-7, R1-8, R1-10, R1-12, R1-14, R1-30, RR-1, RR-5, and RR-20.

(2) ADUs shall be permitted uses in the Mixed Use-Broadway (MU-B), Mixed Use-General (MU-G), and Neighborhood Commercial (NC) zoning districts.

(3) ADUs shall be prohibited in the multi-family (MR) zoning districts.

(4) Internal and attached ADUs shall be conditional uses in the General Commercial (GC) and Regional Commercial (RC) zoning districts. Detached ADUs shall be prohibited in those districts.

(5) An Accessory Dwelling Unit for Caretaker shall be a conditional use in all the mixed use, commercial, and industrial zoning districts.

(6) All ADUs shall be subject to the regulations of this Chapter and Title.

7-14a-6. Types of ADUs.

An ADU may be internal, attached, or detached. See Figure 1.

7-14a-7. Number of ADUs per Lot.

No residential lot shall have more than one ADU.

7-14a-8. Planned Unit Developments.

ADUs shall not be included in the density calculations for a planned unit development (PUD).

7-14a-9. Resident Limit.

ADU occupancy shall be limited to one family, as defined in Section 7-1-5.

7-14-10. Minimum Lot Size.

Notwithstanding Section 5 herein, the minimum lot size required for ADUs is as follows:

- (1) 8,500 square feet for a detached ADU;
- (2) 8,500 square feet for an attached ADU;
- (3) 7,000 square feet for an internal ADU.

7-14a-11. Size.

(1) Internal ADUs shall be no smaller than 400 square-feet and no larger than the square footage of the foundation of the primary dwelling.

(2) Attached ADUs shall be no smaller than 400 square-feet, no larger than 800 square feet on one story, and no larger than 1,200 square feet.

(3) Detached ADUs shall be no smaller than 800 square-feet and no larger than 1,200 square feet.

(4) An ADU may have no more than two

bedrooms.

7-14a-12. Height.

ADU height shall be limited by both the regulations of the base zoning district and by the height of the primary dwelling unit, and shall be the lesser height of the two.

7-14a-13. Setbacks.

Front, rear, and side setbacks for ADUs shall be as required by the regulations of the base zoning district.

7-14a-14. Separation.

A detached ADU shall be separated from the primary dwelling by a distance of at least ten feet.

7-14a-15. Lot coverage.

Lot coverage limitations applicable to ADUs shall be those established by the regulations of the base zoning district.

7-14a-16. Utilities - Water and Sewer Laterals.

(1) ADUs are required to connect to the City water and sewer main lines for culinary water and sanitary sewer service.

(2) ADUs are required to share utility meters, accounts, and water and sewer laterals with the primary dwelling.

7-14a-17. Addressing.

An ADU shall have the same street and mailing address as the primary dwelling, but shall add the letter "B" to the ADU address.

7-14a-18. Mailbox.

An ADU is allowed, but not required, to have a separate mailbox from the primary dwelling.

7-14a-19. Subdivision.

(1) An ADU may not be sold or divided from the primary dwelling through deed, condominium, subdivision, plat, boundary line agreement, or otherwise.

(2) If a lot on which an ADU sits is subdivided, the ADU must remain on the lot containing the primary dwelling with which the ADU was associated upon its construction.

(3) An ADU shall not be considered or become the primary dwelling on any lot.

7-14a-20. Design.

An ADU shall have the same or substantially similar architectural features, materials, and colors as the primary dwelling.

7-14a-21. Site plan.

An ADU building permit application shall include a scaled site plan. The site plan must indicate the locations and dimensions of property lines and existing and proposed buildings, building entrances, building additions, setbacks, parking spaces, driveways, utility meters, and utility laterals and conduits. The site plan need not be engineered.

7-14a-22. Parking.

(1) An ADU shall provide one additional on-site parking stall per ADU bedroom.

(2) No ADU parking spaces may be located within the front or side yard setbacks adjacent to a street except for within an approved driveway. See Figure 1.

7-14a-23. Entrances.

Entrances to internal and attached ADUs shall be to the side or rear of the primary dwelling or ADU. See Figure 1.

7-14a-24. Site Location.

Detached ADUs shall be located to the rear of the primary dwelling, except that on a corner lot a detached ADU may be located to the side of the primary dwelling but flush with or set back from the primary dwelling side facade facing the street. See Figure 1.

7-14a-25. Impact Fee Reductions.

(1) Notwithstanding the provisions of Chapter 4-15, attached and detached ADUs shall pay the following impact fees:

(a) Culinary water: 50% of the single-family culinary water impact fee for interior water use only, and no impact fee for exterior water use.

(b) Sanitary sewer: 50% of the single-family sanitary sewer impact fee.

(c) Public safety: 50% of the single-family public safety impact fee.

(d) Parks and recreation: 50% of the single-family parks and recreation impact fee.

(2) Notwithstanding the provisions of Chapter 4-15, internal ADUs shall not be required to pay impact fees.

7-14a-26. Water Rights.

Notwithstanding the provisions of Chapter 7-26, an ADU shall not be required to convey water rights to the City.

7-14a-27. Fee Exemptions.

An ADU shall not be required to pay the street light utility fee or the storm water utility fee.

7-14a-28. Building Permits - Building Codes - Foundations.

(1) The installation and/or construction of an ADU shall require the application for and issuance of a building permit. An ADU building permit shall clearly identify that it is for an ADU.

(2) Unless otherwise required by applicable building and fire codes, an internal ADU shall not be required to construct one-hour fire rated separations between the area of the primary dwelling used by the primary dwelling occupants and the ADU portion of the primary dwelling.

(3) ADUs must comply with all uniform building codes applicable to dwellings.

(4) ADUs shall be constructed on site-built permanent foundations, which may include slabs-on-grade.

(5) All running gear, tongues, axles, wheels, and similar or related appurtenances must be removed at the time of ADU installation.

7-14a-29. Variance.

An ADU located on a legal nonconforming lot may apply to the Zoning Administrator for a variance from the setbacks of the base zoning district to match the setbacks of the primary dwelling, but must comply with applicable building and fire code setback requirements.

7-14a-30. Conversion.

Non-dwelling accessory structures may be converted into detached ADUs upon compliance with this Chapter and with applicable building and fire codes.

7-14a-31. Business License.

The owner of an ADU shall not be required to obtain a city business license to own or rent the ADU.

7-14a-32. Home Occupation.

Subject to the primary dwelling owner's written consent, an ADU may contain a home occupation, which must be conducted entirely within the ADU.

7-14a-33. Registration.

No ADU registration shall be required in addition to the building permit.

7-14a-34. Violation - Notice - Civil Penalties.

(1) A violation of any provision of this Chapter shall be a civil offence.

(2) Notice of the violation and associated civil penalties shall be delivered by first-class regular U.S. mail to both:

(A) the address of record with the County Recorder's Office; and,

(B) to the street address.

(3) A violation of this Chapter shall be punishable by a civil penalty of \$100 per occurrence. Following a cure period of 30 days from the date of the notice of violation, every week the violation continues shall be considered an additional occurrence of the same violation and shall result in the imposition of an additional \$100 civil penalty per week of the continuing violation.

7-41a-35. Zoning Administrator - Appeals.

(1) Interpretations and decisions applying this Chapter shall be made by the Zoning Administrator.

(2) Administrative appeals of Zoning Administrator interpretations and decision, notices of violation, and the imposition of civil penalties shall be made pursuant to Chapters 1-27 and 1-28.

RESIDENTIAL ZONING DISTRICTS

**TABLE 1
TABLE OF USES**

USE	DISTRICT												
	MR-25	MR-16	MR-8	R1-7	R1-8	R1-10	R1-12	R1-14	R1-30	RR-1	RR-5	RR-20	MU-160
Accessory Buildings and Uses	C	P	P	P	P	P	P	P	P	P	P	P	P
Accessory Dwelling Units				P	P	P	P	P	P	P	P	P	P
Agriculture (Forestry/Horticultural Production)		P	P	P	P	P	P	P	P	P	P	P	P
Agriculture (Livestock Production)									C	C	C	C	C
Agriculture Business											C	C	C
Apiary											P	P	P
Bed and Breakfast Inn		C	C	C	C	C	C	C	C	C	C	C	C
Campgrounds											C	C	P
Churches and Religious Facilities	C	C	C	C	C	C	C	C	C	C	C	C	C
Commercial Day-Care / Pre-School		C	C	C									
Commercial Kennel/Animal Hospital											C	C	C
Concrete and Asphalt Plant													C
Day Treatment Facility and Program		C	C	C	C	C	C	C	C	C	C	C	C
Dwelling; Single-Family				P	P	P	P	P	P	P	P	P	P
Dwelling; Two-family		P	P	P	C								
Dwelling; Multi-family	P	P	P										

**TABLE 1
TABLE OF USES**

USE	DISTRICT							
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neighbo rhood Commer -cial (Maximum individual lot Size 15,000 square feet)	GC General Commer -cial	RC Region- al Commer -cial	LI Light Indust- rial	I Indust- rial	RD Researc h &Devel op-ment
Accessory Building	P	P	P	P	P	P	P	P
Accessory Drive Through Facility (considered as a Conditional Use for a Use allowed in the District, see Note #3 and Table 2)	C	C		C	C	C		C
Accessory Dwelling Unit for Caretaker Only (must be located within primary structure. See Table 2)	C	C	C	C		C	C	C
Accessory Dwelling Unit(s) (internal and attached: located above ground floor. See Table 2)	P	P	P	C	C			
Accessory Dwelling Unit (detached: located on the same lot as primary structure. See Table 2)	P	P	P					
Accessory Outdoor Sales and Display Incidental to an Allowed Use (considered as a Conditional Use for a Use allowed in the District, see Note #4 and Table 2)				C	C	C	C	
Accessory Outside Storage (considered as a Conditional Use for a Use allowed in the District, see Note #2 and Table 2)				C		C	C	

Exhibit B

Planning Commission Minutes

TOOELE CITY PLANNING COMMISSION MINUTES
May 22, 2019

Date: Wednesday, May 22, 2019

Place: Tooele City Hall Council Chambers
90 North Main Street, Tooele Utah

Commission Members Present:

Tony Graf
Tyson Hamilton
Melanie Hammer
Shauna Bevan
Phil Montano
Matt Robinson
Ray Smart
Chris Sloan
Bucky Whitehouse

City Employees Present:

Jim Bolser, Community Development Director
Andrew Aagard, City Planner
Paul Hansen, City Engineer
Roger Baker, City Attorney

Council Members Present:

Council Member McCall

Council Members Excused:

Council Member Gochis

Minutes prepared by Kelly Odermott

Chairman Graf called the meeting to order at 7:00 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Bevan.

2. Roll Call

Tyson Hamilton, Present
Tony Graf, Present
Melanie Hammer, Present
Ray Smart, Present
Shauna Bevan, Present
Phil Montano, Present
Matt Robinson, Present

Commissioner Hamilton stated he was concerned about the pavement on 200 West, it is a little narrow right there. The developer will be extending it to the existing pavement or will they widen it out to where the road is? Mr. Aagard stated that they will extend it to the curb and gutter to the existing asphalt. There is 25 feet there and they will add asphalt up to the curb and gutter.

Commissioner Robinson moved to 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 six 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. Commissioner Hammer seconded the motion. The vote as follows: Commissioner Hamilton, "Aye," Commissioner Hammer, "Aye," Commissioner Sloan, "Aye," Commissioner Bevan, "Aye," Commissioner Robinson, "Aye," Commissioner Montano, "Aye," Chairman Graf, "Aye." The motion passed.

Mr. Nash thanked the City for their organization and professionalism.

9. Public Hearing and Recommendation on Ordinance 2019-13, ordinance of the Tooele City Council proposing the adoption of Chapter 7-14a of the Tooele City Code regarding Accessory Dwelling Units.

Presented by Roger Baker

Mr. Baker stated that tonight is the culmination of nine months of work. Mr. Baker recognized that he was presenting it to the Planning Commission for the first time. There is a concept in Utah being called the housing gap. The housing gap has been a concern for the state legislature and at the top of their agenda for two years. The housing gap simply means the gap between the number of available housing units available for purchase or rent and the number of families that want to purchase or rent them. The research from the University of Utah indicates that there are between 40,000 and 50,000 more families than there are housing units for them in the State of Utah. That is a serious concern. One of things the housing gap is doing is driving the price of homes through the roof and the price of rentals as well to the point that they are no longer affordable. It is driving young people from the state because they cannot afford housing. This is by no means only a Utah issue but it is acutely a Utah issue. Policy makers at the state level and in Tooele City have been exploring tools that can be used to help bridge the gap, make more dwelling units available. But also check the rapid increase in housing purchase prices and rents and how to keep housing affordable for the people who need them. Some people have the opinion that the housing gap is the influx of people from other states. There is some of that, but the research shows that it is only about 20% of the pressure on the supply of housing. The remaining 80% of the population that wants housing and cannot find it is from Utah. It is most acutely felt by younger people, but it is not only younger people who feel the issue.

Mr. Baker stated a frequent strategy to combat the housing gap is to simply zone everything high density residential and build 30 plus units to the acre. Just because you can build many units does not mean that those units can be afforded. There are a lot of variables like land cost, rising construction costs, and market demand. If the demand is there, the developer will price it

where the demand is. Home prices and apartment rents are priced not at what can be afforded, but at what the market will pay. Besides that, the concern in Tooele is not just to build structures, but to build community. A strategy that is showing a lot of promise and excitement is the concept of an accessory dwelling unit.

Mr. Baker stated that accessory dwelling units are frightening to many people. Many cities prohibit them. Mr. Aagard explained that an Accessory Dwelling Unit, ADU can come in all shapes and sizes. There are internal ADU's which are basement apartments or apartments in the attic. There are attached dwelling units where a owner's is expanding the footprint of the home, commonly known as mother-in-law apartments. Then there are detached ADU's, where you would construct a smaller home on the same property. Mr. Aagard showed some pictures demonstrating what ADU's can look like. Mr. Aagard showed a slide on the screen demonstrating how a lot in Tooele City's code standards would work with an ADU. The example demonstrated a lot size of 7,000 square feet, the minimum for the R1-7 Residential zone, with setbacks and parking. An ADU can work on a lot as small as 7,000 square feet, if the circumstances are right with the existing home. As lots get larger there is more space with ADU.

Mr. Baker stated that the Planning Commission had in their packet the draft ordinance describing the housing gap, what an ADU is, and a list of 20 benefits that can be realized the allowability of ADU's. Mr. Baker stated that he thinks that it is really important to understand why this can be good for the community. It is land use policy and those policy's should work and serve a purpose. Mr. Baker stated that he wanted to point out a few of the benefits listed in the ordinance. Sometimes an ADU is considered objectionable to a neighborhood, but he is proposing that they should be welcomed in a neighborhood. The most obvious benefit is the ability to rent an ADU and it creates an income stream for the property owner. There are many property owners who wouldn't mind having a secondary income stream. That secondary income stream can be vital at any stage of the property owner's life. Mr. Baker gave the example of an older couple who owns a house and doesn't want to maintain the property. The choice currently is to move or live with it. With an ADU it is entirely feasible to live in an ADU and rent out the primary home who will pay and cover costs. It goes to aging in place, where an owner is not forced to move because they have grown out of a life stage.

Mr. Baker stated that some people worry that the ADU's will detract from property values. Mr. Baker stated that in fact it is the opposite, they enhance property values because there is added square footage that is appraised and capable of generating income. There are neighborhood benefits as well. Mr. Baker stated in a single-family neighborhood and someone wants to build a 25 unit per acre multi-family dwelling. The neighbors have objections and fear as demonstrated in previous meetings of the Planning Commission. An ADU gives an opportunity for gently density or gentle infill. Taking the large unit and dividing it up throughout the neighborhood. There are societal benefits to the tenant and the neighbor for having these.

Mr. Baker stated that he wanted to review the three-page ordinance proposing to allow ADU's in Tooele City. He stated that he will not go through every section of the proposed ordinance but will review some items that may be of interest to the Planning Commission. The proposal is proposing that the ADU's be allowed in all of the single family zoning districts and none of the multi-family zoning districts. Even though that it has been demonstrated that it can work on a

7,000 square foot lot, the proposal proposes a minimum lot size of 8,500 square feet for a detached ADU. This gives a little more room, but will also ease the fears of some. For a basement apartment since there is no additional footprint a 7,000 square footage would be adequate. The proposal for ADU's does include a minimum size and maximum sizes to ensure that it is a livable space, but not a second primary dwelling. In section 11 it outlines that the ADU's be no smaller than 400 square feet for internal and attached and no smaller than 800 square foot for detached. The proposal for maximum is 1,200 square feet for attached and detached. There is no maximum dwelling size for a basement apartment because it is determined by the foundation. Height is an important issue and suggesting that it be governed by the zoning district and the height of the primary dwelling, which ever is less. If the zoning district allows for a 30-foot-tall house and the house is 20 feet high than the 20 feet is the maximum height for the ADU. It cannot be taller than the main house.

Mr. Baker stated that parking is one of the biggest concerns of the neighbors and it has been a concern of the City Council. In listening to the concerns, the proposal is a simple formula. One bedroom, one parking stall, two bedrooms, two additional parking stalls. An ADU cannot have more than two bedrooms. It is not the ideal formula, but it is the best recommendation the city feels.

Mr. Baker wanted to mention impact fees, water rights, storm water fees, and other associated fees. There is no perfect balance or perfect answer. The proposal has attempted to balance the affordability of an ADU with cost of the impact to the City. The general tax payer should not have to subsidize the ADU's. The proposal suggests in relation to impact fees be half of those for the primary dwelling. Primarily because the units are smaller, partly because they will not be watering the grass. The main policy is to incentivize the affordability of the unit without creating a high cost to the City. With regards to water right, water rights have already been provided to the property, so there is no suggestion of additional water rights for the property. There will be a few more people living on the property, but there is no way to individualize a fee based on the occupancy of the home. With regards to the street light utility fee and the storm drain utility fee, they have already been paid by the property owner, so there will be no additional requirement.

Mr. Baker stated that he and Mr. Aagard studied ten ordinances from other City's in preparation of this ordinance. They were not selected at random or based on similar size or population, they were selected because they were put up as models to be looked at in trainings they attended. Many of those ordinances were much more restricted and Mr. Baker stated he believed unnecessarily restrictive. For example, those ordinances require that an ADU obtain a business license, be registered with the City as a special application of ADU, and pay fees for both. The City does not require a homeowner to register as a home or get a business license. This is another dwelling, not a business, and not a threat that needs to be registered in a book. The proposal is suggesting that when a building permit is obtained for the ADU, there be a notation that it is for an ADU to track how many are being built. The City does not want to create regulatory hurdles. Many ordinances require that a deed restriction be recorded against the lot to require only property owners or their immediate family members live any dwelling on the property. It serves no purpose. Mr. Baker stated that the staff put in at the beginning of the ordinance the purpose of the policy and the purpose of the policy is intended for property

ownership to rent one of the units to someone. That is what the City wants to create and incentivize. The City does not want to have an ownership policy.

Mr. Baker stated that it was a pleasure to bring this to the Planning Commission and hope that it will help all people in the community. It is not intended to create low to moderate income housing. This is to create housing that people can afford.

Chairman Graf asked the Commission if they had any comments or questions.

Commissioner Hammer stated that she thinks that this is a great concept. That being said, her neighbors directly across the street have working cars that they use. Two are in the driveway and three are in the street. In Looking at the impact that an ADU would have on their property would put on the neighborhood with two additional cars. Where do all these cars go? What are some other ideas that other communities had on parking, restrictions? Mr. Baker stated that it is impractical to forbid on street parking. The street is there, it is public and it will be parked on. Unfortunately, not every property owner is a model property owner and he can't resolve those. Commissioner Hammer asked how would this be regulated? Mr. Baker stated that there wouldn't be any regulation. Some people have more vehicles than parking spaces. Commissioner Hammer asked if it was a condition of the rental that they couldn't have more than two vehicles? Mr. Baker stated that a property owner could put more parking on their lot if they can accommodate it. What is in the proposal is a minimum. Commissioner Sloan stated that in the proposal parking is not allowed within the setbacks in the front or the side yard. Mr. Baker stated that there is no parking on the front lawn. Commissioner Sloan stated that there has to be an actual parking spot.

Chairman Graf asked about the detached ADU is the square foot limitation from the ground up or on the off chance they build a basement? How is that addressed or is it addressed? Mr. Baker stated that it is the footprint of the building, but it is limited to two bedrooms. Most people probably wouldn't pay for a three story ADU. The limitation on bedrooms is intended to be a limitation on the market and construction. Chairman Graf stated that this is a good addition and a creative way to address the problem that the Planning Commission sees every meeting and where do people go and what's affordable. He thanked the staff for their hard work.

Commissioner Sloan stated that he has been working on the housing gap from the state perspective for about the same amount of time. This is one of the outside the box parts of the a much larger puzzle. Something must be done. Commissioner Sloan stated that from his standpoint it is brilliant. A typical duplex will have two tenants in and usually neither has the incentive beyond possession to maintain the property. On the other hand, this has the homeowner onsite. These historically look like the slides that were presented earlier on the screen. They look beautiful because it benefits the property owner, it benefits the neighborhood. Commissioner Sloan stated that he is really excited about this and he thinks this is a great step.

Mr. Baker asked Commissioner Sloan if he has reviewed other city's in his studies in terms of how restrictive or permissive, they are? Commissioner Sloan stated that most have been more

restrictive that he in ways of property rights activist doesn't care for. Commissioner Sloan stated that outside of a meth lab in your house, your house is your house. A property owner has the right to quiet enjoyment and the right to do with it what they desire. Unless there is an adverse impact to the neighborhood there really shouldn't be regulation or restriction. This policy is achievable and doesn't put an owner's burden on the neighborhood. It doesn't put the owner's regulatory burden on the government to track. The City's code enforcement has enough to do and this will not add to their work. In some cases, this will lighten the burden for those who need it the most. Commissioner Sloan mentioned that he has six children. Four of them own homes in Tooele County, one is in Texas and one cannot afford to buy a house in Tooele with a great job. Commissioner Sloan stated the reality is that on his property he has the advantage of this because he has a full basement that is not being used. The aging in place becomes more attractive. There is very little downside to what this is doing and frankly he applauds the change. It has been a joy to go the Housing Gap Coalition at the Chamber for the last six months and he looks at the list of City's that are in danger of having legislature restrictions. Commissioner Sloan stated that Tooele City is starting to lead out on these things. Commissioner Sloan stated that there has been arguing about affordable housing and the need for it in the City. The City is doing things proactively.

Mr. Baker stated that this ordinance addresses more topics than any other ordinances that he has seen in the state. It addresses them simply without imposing unnecessary owner's regulations, while at the same time protecting the City's interest.

Commissioner Montano stated that he would like to make a comment. He read this ordinance and had to read it again because he looked at the water rights, impact fees, where everything is reduced and he couldn't find much more ways that the City can encourage this. It is all 100% workable. Commissioner Montano stated that he thinks this is fabulous and unbelievable.

Commissioner Bevan stated that she has a daughter living in an attic in Provo and this makes it affordable.

Commissioner Hamilton stated that his childhood home had an apartment in the basement. It was affordable and easy. He encourages this completely.

Commissioner Sloan stated that there has been the conversation of where the kids will go. Everything is a step in life and this is step. There are people of fixed incomes that don't have the ability to keep paying increasing property taxes and they are forced to relocate. Then there is the issue of replacing property that is affordable and that is difficult. This gives people an option of moving into the ADU. Rental rates in this county are astronomical. It takes care of the mortgage or property taxes.

Chairman Graf opened the public hearing.

Ms. Laney Riegal stated that she is very excited for the ADU and she plans to exercise and take full advantage of this ordinance. She stated that hers will probably be an ultra-modern garage with an accessory dwelling on top. She did ask if a property owner can still go for a Conditional Use Permit for a garage and then an ADU on top? That will most likely be taller than the current

home. With Conditional Use Permit a property owner should be able to do that. Secondly is there going to be a higher taxable rate than there is from a garage or shed structure. If a property owner is generating an income from something that is just supposed to be a residence, wouldn't the property owner need to pay more? Is the City going to tax people for the square footage of the living space of the ADU? Ms. Riegal stated that there is a tax for the primary square footage would that same rate apply for the ADU or would it be at the rate of the garage?

Mr. Baker stated that he researched that issue and that he assumed that it would be taxed at the living space rate. Commissioner Sloan stated that she is focusing on how the notice is broken down. A property owner is taxed on the split of the value. The tax is broken out on land and living space but the total tax is the same. At the end of the day the tax is on the value of the parcel. The living space will be taxed the same way as living space, but that is a guess. Ms. Riegal stated that she is happy about this. The 8,500 square feet of a lot is equivalent of .195 of a lot and not a very big lot. She asked the Planning Commission to imagine the lots that would qualify for an ADU, lots off 1000 North, Loma Vista, East Bench and a number of them in Overlake. If the City were to tell all those people who purchased a home in a single-family development that they can now rent out their basement there may be some backlash. How can the City change something that was already purchased in a single family neighborhood? Now saying that a mother-in-law unit can be rented there may be some people opposing the policy.

Commissioner Hamilton commented that when a property owner is renting a space on their property, they will be really careful who it is rented too. That is an easy way to combat that.

Commissioner Sloan stated that even with the 8,500 square feet some of the homes may not be conducive to a unit, there still needs to parking.

Mr. Baker stated that one of the objectives of the ordinance is to recognize that illegal basement apartments are everywhere. This is a way to legitimize it and make it legal and make it safe. A building permit will be required for new ones. This ordinance is a balancing act, as is every public policy. Every public policy will offend people on the right of it and on the left of it. The best the staff can do is present a professional policy to the policy recommending group and the policy makers and invite them to make the best policy they can for the community. At least it will be a level playing field. The neighbor that is complaining about a property owner having an ADU also gets to have an ADU. Mr. Baker stated that one thing he did not touch on is lot coverage limitations. Every lot in the City now can have a maximum percentage of that lot covered with buildings, house, shed. That rule will stay the same. An accessory dwelling unit will be adding to the lot coverage, but will still need to come under that cap. If there is a small lot with a huge house, they will not get an ADU because there is no room. From that point of view the policy will self regulate.

Mr. Baker wanted to address Conditional Use Permits very briefly, from the City perspective it is a bad idea. Many City's require Conditional Use Permits, but imagine what that does. This is a new policy and is not well understood. It will take time for people to live with it and see the benefits. If a property owner is the first person in the neighborhood to take advantage of it, then that owner will stand in this room and confront all of their neighbors. Mr. Baker stated that in his opinion that is extremely divisive, negative and poor public policy. This policy is

preloaded with conditions so that there are not neighbors attacking neighbors over what conditions can be. The City has preloaded all the conditions that will spare neighborhoods the divisiveness of neighbors saying not in my backyard.

Commissioner Hammer asked about the CC&R's in Overlake state that a property owner cannot rent out to non-family members. How would that be affected? Mr. Baker stated that the City does not trump a CC&R. They are a contract negotiated between the property owners and the property owners buy into that. That was established by the developer. That contract is binding on the property unless it is amended by the parties to the contract. The City cannot affect the private contracts.

Chairman Graf closed the public hearing.

Chairman Graf asked about the legality, is an ADU considered a separate residence? Mr. Baker stated that yes, but not a separate property. This ordinance specifically prohibits an assessor unit being subdivided from the primary unit. Chairman Graf stated the reason for his question is that a cohabitant for domestic violence states that the parties reside in the same residence, so would an ADU be considered the same residence? Mr. Baker stated no it is a separate residence on the same property.

Commissioner Montano stated that the ordinance lists the address requirements to make the ADU a B residence on the property.

Chairman Graf asked the Commission if there were any final comments or questions, there were none.

Commissioner Sloan moved to forward with a positive recommendation to the City Council Ordinance 2019-13, an ordinance of Tooele City Council proposing the portion of Tooele City code regarding accessory dwelling units. Commissioner Bevan seconded the motion. The vote as follows: Commissioner Hamilton, "Aye," Commissioner Hammer, "Aye," Commissioner Sloan, "Aye," Commissioner Bevan, "Aye," Commissioner Robinson, "Aye," Commissioner Montano, "Aye," Chairman Graf, "Aye." The motion passed.

10. Review and Approval of Planning Commission minutes for meeting held May 8, 2019.

Commissioner Sloan wanted to clarify two items. Under item 3, he made a comment about his vote and he would like to strike the last sentence due to it already being included. He also wanted to make a comment about Commissioner Montano's comments. "There was a difficult situation, but the Planning Commission has let out 600 permits for homes." To make it clear the Planning Commission does not issue building permits, but approved subdivisions for 600 permits.

Commissioner Hammer stated there was a name missing in Item 3. Mr. Johnson should have been placed there.

TOOELE CITY CORPORATION

ORDINANCE 2019-21

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 1-6-4(7) REGARDING THE MAYOR'S DUTIES AS CITY BUDGET OFFICER.

WHEREAS, UCA Section 10-6-106(5) provides that the Budget Officer in a city with the council-mayor form of government is the Mayor; and,

WHEREAS, the City Council desires to amend TCC Section 1-6-4(7) ([Mayor's] Powers generally) to clarify that the Tooele City Mayor is the Tooele City Budget Officer; and,

WHEREAS, this ordinance is in the best interest of Tooele City:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 1-6-4(7) (Powers generally) is hereby amended to read in its entirety as shown in redline 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

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

TCC Section 1-6-4(7), Revised

CHAPTER 6. MAYOR

1-6-1. Mayor and mayor pro tem; vacancy.

1-6-2. Mayor.

1-6-3. Duties.

1-6-4. Powers generally.

1-6-5. Messages.

1-6-6. Officers.

1-6-7. Assistant to mayor. Repealed.

1-6-8. Appointments. Repealed.

1-6-9. Sign for city.

1-6-1. Mayor and mayor pro tem; vacancy.

The chief executive of the City shall be the Mayor, and during the Mayor's temporary absence or disability, the Chairperson of the City Council shall act as Mayor Pro Tem, who during such absence or disability shall possess the power of Mayor. Whenever a vacancy shall happen in the office of Mayor, the Council shall appoint an interim Mayor until the next Municipal election and until a successor is elected and qualified.

(Ord. 2019-07, 04-03-2019) (Ord. 2012-11, 04-04-2012) (Ord. 1967-3, 08-14-1967)

1-6-2. Mayor.

The Mayor shall be the chief executive officer of the City.

(Ord. 1967-3, 08-14-1967)

1-6-3. Duties.

The Mayor shall perform all duties which are or may be prescribed by law or this Code and shall see that they are faithfully executed.

(Ord. 2012-11, 04-04-2012) (Ord. 1967-3, 08-14-1967)

1-6-4. Powers generally.

The Mayor shall exercise within the City limits the power conferred upon the Mayor to suppress disorder and keep peace. The Mayor shall have authority to grant full pardons for violations of the provisions of this Code or to remit so much of any fine or penalty as belongs to the City, together with the costs of prosecution when to the Mayor it shall seem just, reasonable, and a meritorious cause. The Mayor shall report to the Council the number of fines remitted and pardons granted and the reasons therefor. The Mayor may permit the use of the facilities in the City Hall, by proper persons and for proper purposes, but not to interfere with the rights and uses of the City. The Mayor shall have power and authority at all times to examine and inspect the books, records and papers of any officer or agent employed by the City. The Mayor shall have power, when necessary, to call upon every inhabitant of the City over the age of twenty-one (21) years to aid in enforcing the laws and provisions of this Code, in suppressing riots and other disorderly conduct. The Mayor's powers and duties shall include:

(1) To appoint and dismiss from employment all persons employed by the City except for the city recorder or other employees appointed by the Council, and except as conditioned upon Council consent, both as provided by the Charter. All such appointments are to be made on the basis of fitness alone.

(2) To have direct supervision and responsibility over operations in the Finance Department, City Attorney's Office, City Recorder's Office, Human Resources Department, Police Department, Fire Department, City Hall, Community Development Department, Public Works Department, Parks and Recreation Department, and other administrative departments as may be created or amended from time to time. Included as a part thereof, the Mayor shall have direct supervision of the construction, improvements, repairs, and maintenance of streets, sidewalks, alleys, lanes, bridges, and other public highways; of sewers, drains, ditches, culverts, streams and water courses, and gutters and curbs; of all public buildings, boulevards, parks, playgrounds, squares, and other grounds and facilities belonging to the City; and the collection and disposal of waste materials.

(3) To care for and preserve all machinery, tools, appliances, facilities, and property belonging to the City.

(4) To oversee the issuing of building permits, the inspection of buildings, plumbing, and wiring, subject to uniform codes adopted by the City.

(5) To act as the purchasing agent for the City through an authorized designee, to see that city codes and purchasing policies are adhered to, to approve all claims against the City less the \$20,000.00, and to see that all goods purchased by and for the City are received as per contract.

(6) To attend all meetings of the Council with the right to take part in the discussion but not to vote, except in case of a tie vote of the Council; to recommend to the Council for adoption such measures as the Mayor may deem necessary or expedient.

(7) To **be the budget officer of the City and, in that capacity,** to prepare the annual tentative budget (to be construed as a financial estimate only) and present it to the City Council by the first Wednesday in May, to prepare and present the annual final budget to the City Council as required by state law, and to keep the Council advised as to the financial condition and needs of the City.

(8) To perform such other duties as may be required by ordinance or resolution of the Council or otherwise allowed by the Charter or by State law.

(Ord. 2019-07, 04-03-2019) (Ord. 2012-11, 04-04-2012) (Ord. 1995-21, 01-06-1996) (Ord. 1976-23, 11-11-1976) (Ord. 1967-3, 08-14-1967)

1-6-5. Messages.

The Mayor shall from time to time give the Council information relative to the affairs of the City and shall

recommend for their consideration such measures as the Mayor may deem expedient.

(Ord. 2019-07, 04-03-2019) (Ord. 1967-3, 08-14-1967)

1-6-6. Officers.

The Mayor shall appoint the following officers: city attorney, treasurer, police chief, fire chief, four members of the Planning Commission, all department heads except the city recorder, and members of advisory boards as provided by this Code, with the consent of the City Council, except as expressly permitted otherwise by the City Code or Utah Code. (The following officers shall be appointed by the Council: city recorder, auditor, annual independent auditor, and three members of the Planning Commission.)

(Ord. 2019-07, 04-03-2019) (Ord. 2012-11, 04-04-2012); (Ord. 1994-56, 01-31-1995) (Ord. 1967-3, 08-14-1967)

1-6-7. Assistant to mayor. Repealed.

(Ord. 2012-11, 04-04-2012)

1-6-8. Appointments. Repealed.

(Ord. 2012-11, 04-04-2012)

1-6-9. Sign for city.

The Mayor shall sign contracts, leases, deeds, and other writings on the part of the City as authorized by resolution of the Council or as required by law. Notwithstanding, the Mayor shall have authority to sign contracts on the part of the City which are administrative in nature and which are for less than \$20,000.00, without further City Council authorization.

(Ord. 2019-07, 04-03-2019) (Ord. 2012-11, 04-04-2012) (Ord. 2000-17, 08-16-2000) (Ord. 1967-3, 08-14-1967)

TOOELE CITY CORPORATION

ORDINANCE 2019-22

AN ORDINANCE OF TOOELE CITY ENACTING TOOELE CITY CODE SECTION 1-8-3 REGARDING FINANCIAL REPORTS.

WHEREAS, UCA Section 10-6-148 provides that the City Recorder shall prepare and present to the City Council monthly summary financial reports and quarterly detail financial reports; and,

WHEREAS, the City Council desires to enact TCC Section 1-8-3 to incorporate in the City Code the City Recorder's state-law obligation regarding financial reports; and,

WHEREAS, this ordinance is in the best interest of Tooele City:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 1-8-3 (Financial reports) is hereby enacted to read in its entirety as shown in redline 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

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

TCC Section 1-8-3

CHAPTER 8. RECORDER

1-8-1. City recorder - Duties.

1-8-2. Pay over money.

1-8-3. Financial reports.

1-8-1. City recorder - Duties.

It shall be the duty of the Recorder to keep the records, papers and Seal of the City in order, the date of all ordinances and resolutions passed by the Council in a book kept for that purpose. He shall keep in a separate book, a record of the proceedings of the Council, whose meetings it shall be his duty to attend. He shall keep in a book provided for that purpose the name of all persons elected or appointed to an Office within the City, their terms of office and the names of the person appointed to fill the vacancy so created. He shall cause a certified copy of all ordinances passed by the Council to be posted in three (3) public places in the City within one (1) week after the passage of such Ordinance by the Council, unless published as otherwise provided by law.

The Recorder shall keep his office at the place of meeting of the Council or some other place convenient thereto as the Council may direct. Copies of all papers filed in his office and transcripts from all records of the Council certified by him under the Corporate Seal shall be evidence in all courts as if the original were produced. (Ord. 67-3, 08-14-67)

1-8-2. Pay over money.

The Recorder shall pay into the Treasury all monies belonging to the City coming into his hands by virtue of his office. He shall deliver to his successor in office the Corporate Seal, together with all books, papers, records and other property in his possession belonging to the City. (Ord. 67-3, 08-14-67)

1-8-3. Financial reports.

The Recorder shall provide to the Council monthly summary financial reports and quarterly detail financial reports as provided by State law.

TOOELE CITY CORPORATION

ORDINANCE 2019-23

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 1-14 REGARDING THE DUTIES OF THE DIRECTOR OF FINANCE.

Budget Officer

WHEREAS, TCC Section 1-14-2 (Appointment as budget officer) allows the Mayor to appoint the Finance Director to the position of City Budget Officer; and,

WHEREAS, UCA Section 10-6-106(5) provides that the Budget Officer in a city with the council-mayor form of government is the Mayor; and,

WHEREAS, the City Council has passed Ordinance 2019-21 amending TCC Section 1-6-4(7) ([Mayor's] Powers generally) to clarify that the Tooele City Mayor is the Tooele City Budget Officer; and,

WHEREAS, in light of the above, it is appropriate to repeal TCC Section 1-14-2 (Appointment as budget officer) (see Exhibit A); and,

Annual Audit

WHEREAS, Tooele City Charter Section 3-02 provides that the City Council shall select an independent auditor to perform an annual audit of the City's financial accounts; and,

WHEREAS, in light of the above, it is appropriate to amend TCC Section 1-14-4 to require the Finance Director to present to the City Council, by a date certain, independent audit proposals (see Exhibit A):

Financial Reports

WHEREAS, UCA Section 10-6-148 provides that the City Recorder shall prepare and present to the City Council monthly summary financial reports and quarterly detail financial reports; and,

WHEREAS, the City Council has passed Ordinance 2019-22 enacting TCC Section 1-8-3 (Financial reports) to clarify the City Recorder's duty to prepare and present monthly summary and quarter detail financial reports to the City Council; and,

WHEREAS, in light of the above, it is appropriate to amend TCC Section 1-14-7 (Monthly and quarterly financial reports) to clarify the Finance Director's duty to provide support to the City Recorder with regard to monthly summary and quarter detail financial reports:

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

1. Tooele City Code Section 1-14-2 (Appointment as budget officer) is hereby amended to read in its entirety as shown in redline in Exhibit A; and,
2. Tooele City Code Section 1-14-4 (Duties) is hereby amended to add subsection (7), which reads in its entirety as shown in redline in Exhibit A; and,
3. Tooele City Code Section 1-14-7 (Monthly and quarterly financial reports) is hereby amended to read in its entirety as shown in redline in Exhibit A; and,
4. Tooele City Code Section 1-14-4(5) is hereby amended to correct a typographical error (see 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

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

TCC Chapter 1-14, Revised

CHAPTER 14. DIRECTOR OF FINANCE

1-14-1. Head of department of finance.

1-14-2. Appointment as budget officer. (Repealed.)

1-14-3. Purchasing procedures.

1-14-4. Duties.

1-14-5. Warrants for payment of claims.

1-14-6. Authorization of payments.

1-14-7. Monthly and quarterly financial reports.

1-14-8. Bond.

1-14-9. Special assessments - application of proceeds.

1-14-1. Head of department of finance.

The Department of Finance shall be headed by a director. The director of finance shall be a qualified person appointed and removed with the advice and consent of the governing body, and may not assume the duties of the city treasurer. The financial administrative duties of the director of finance prescribed in the Uniform Accounting Manual for Utah Cities is hereby adopted, the same as if set forth in full herein.

(Ord. 1988-29, 12-07-1988)

1-14-2. Appointment as budget officer. (Repealed.)

~~The director of finance may be appointed by the mayor to serve as budget officer in place of the mayor for the purpose of conforming with the requirements of the uniform municipal fiscal procedures act and in all other respects fulfilling the requirements of that act. (Ord. 1988-29, 12-07-1988)~~

1-14-3. Purchasing procedures.

All purchases or encumbrances thereof by the city shall be made or incurred according to the purchasing procedures established by ordinance or resolution and only on an order or approval of the person duly authorized to act as a purchasing agent for the City. (Ord. 1988-29, 12-07-1988)

1-14-4. Duties.

The director of finance shall:

(1) Maintain the general books for each fund of the city and all subsidiary records relating thereto, including a list of the outstanding bonds, their purpose, amount, terms, date and place payable.

(2) Keep accounts with all receiving and disbursing officers of the city.

(3) Pre-audit all claims and demands against the city before they are allowed, and shall prepare the necessary checks in payment. Such checks shall include an appropriate certification pursuant to Section 11-1-1, Utah Code Annotated. The director shall also certify on the voucher or check copy, as appropriate, that:

(a) The claim has been pre-audited and documented,

(b) The claim has been approved by the Mayor, if the claim is not in excess of \$20,000.00; if the claim is in excess of \$20,000.00, that the claim has been approved by the city council,

(c) The claim is within the lawful debt limit of the city, and,

(d) The claim does not overexpend the appropriate departmental budget established by the city council.

(4) Collect and receive all public funds and money payable to the City, within three business days after collection, including all taxes, licenses, fines, and intergovernmental revenue, special taxes, assessments, as provided by law and ordinance, and keep an accurate detailed account thereof.

(5) Forward all collected and received funds to the treasurer for deposit, investment, and safe keeping.

(6) Give or cause to be given to every person paying money to the City a receipt or other evidence of payment, specifying, as appropriate, the date of payment and upon which account payment was made, and shall file the duplicate of the receipt, a summary report, or other evidence of payment in the office of the finance director or city recorder, as appropriate.

(7) Present annual independent audit proposals to the Council prior to the date of adoption of the tentative budget.

(Ord. 2015-23, 08-19-2015) (Ord. 2015-22, 08-19-2015) (Ord. 1988-29, 12-07-1988)

1-14-5. Warrants for payment of claims.

In the event the city is without funds on deposit in one of its appropriate bank accounts with which to pay any lawfully approved claim, the director of finance shall draw and sign a warrant upon the treasurer of the city for payment of the claim, the warrant to be tendered to the payee named thereon.

(Ord. 1988-29, 12-07-1988)

1-14-6. Authorization of payments.

The director of finance is authorized to act as the financial officer for the purpose of approving:

(1) payroll checks, if the checks are prepared in accordance with a salary schedule established in a personnel ordinance or resolution, and if such checks are properly countersigned by another employee with signing authority; or

(2) routine expenditures, such as utility bills, payroll-related expenses, supplies, materials, and capital expenditures which were referenced in the budget document and approved by an appropriation resolution adopted for the current fiscal year.

(Ord. 2015-23, 08-19-2015) (Ord. 1988-29, 12-07-1988)

1-14-7. Monthly and quarterly financial reports.

The director of finance shall prepare and deliver to

~~the Recorder for presentation to the Council governing body monthly summary financial reports and quarterly detail financial reports as provided by State law; prepared in the manner prescribed in the Uniform Accounting Manual for Utah Cities.~~

(Ord. 1988-29, 12-07-1988)

1-14-8. Bond.

The director of finance shall be included within public employee blanket bonds of the city at the sum of five percent of budgeted revenues for the previous year but not less than \$300,000.00.

(Ord. 1988-29, 12-07-1988)

1-14-9. Special assessments - application of proceeds.

All money received by the City on any special assessment shall be applied to the payment of the improvement for which the assessment was made. The money shall be used for the payment of interest and principal on bonds or other indebtedness issued in settlement thereof, and shall be used for no other purpose whatever, except as otherwise provided by law.

(Ord. 2015-23, 08-19-2015)

The Charter states (Scott's notes)

The Council shall select an independent auditor to make an annual audit and such other audits of the financial accounts of the City as the Council may direct, and to perform all other duties as are required by law.

CHAPTER 14. DIRECTOR OF FINANCE

- 1-14-1. Head of department of finance.
- 1-14-2. Appointment as budget officer. (Repealed.)
- 1-14-3. Purchasing procedures.
- 1-14-4. Duties.
- 1-14-5. Warrants for payment of claims.
- 1-14-6. Authorization of payments.
- 1-14-7. Monthly and quarterly financial reports.
- 1-14-8. Bond.
- 1-14-9. Special assessments - application of proceeds.

1-14-1. Head of department of finance.

The Department of Finance shall be headed by a director. The director of finance shall be a qualified person appointed and removed with the advice and consent of the governing body, and may not assume the duties of the city treasurer. The financial administrative duties of the director of finance prescribed in the Uniform Accounting Manual for Utah Cities is hereby adopted, the same as if set forth in full herein. (Ord. 1988-29, 12-07-1988)

1-14-2. Appointment as budget officer. (Repealed.)

~~The director of finance may be appointed by the mayor to serve as budget officer in place of the mayor for the purpose of conforming with the requirements of the uniform municipal fiscal procedures act and in all other respects fulfilling the requirements of that act. (Ord. 1988-29, 12-07-1988)~~

1-14-3. Purchasing procedures.

All purchases or encumbrances thereof by the city shall be made or incurred according to the purchasing procedures established by ordinance or resolution and only on an order or approval of the person duly authorized to act as a purchasing agent for the City. (Ord. 1988-29, 12-07-1988)

1-14-4. Duties.

The director of finance shall:

- (1) Maintain the general books for each fund of the city and all subsidiary records relating thereto, including a list of the outstanding bonds, their purpose, amount, terms, date and place payable.
- (2) Keep accounts with all receiving and disbursing officers of the city.
- (3) Pre-audit all claims and demands against the city before they are allowed, and shall prepare the necessary checks in payment. Such checks shall include an appropriate certification pursuant to Section 11-1-1, Utah Code Annotated. The director shall also certify on the voucher or check copy, as appropriate, that:

(a) The claim has been pre-audited and documented,

(b) The claim has been approved by the Mayor, if the claim is not in excess of \$20,000.00; if the claim is in excess of \$20,000.00, that the claim has been approved by the city council,

(c) The claim is within the lawful debt limit of the city, and,

(d) The claim does not overexpend the appropriate departmental budget established by the city council.

(4) Collect and receive all public funds and money payable to the City, within three business days after collection, including all taxes, licenses, fines, and intergovernmental revenue, special taxes, assessments, as provided by law and ordinance, and keep an accurate detailed account thereof.

(5) Forward all collected and received funds to the treasurer for deposit, investment, and safe keeping.

(6) Give or cause to be given to every person paying money to the City a receipt or other evidence of payment, specifying, as appropriate, the date of payment and upon which account payment was made, and shall file the duplicate of the receipt, a summary report, or other evidence of payment in the office of the finance director or city recorder, as appropriate.

(7) Present annual independent audit proposals to the Council prior to the date of adoption of the tentative budget.

(Ord. 2015-23, 08-19-2015) (Ord. 2015-22, 08-19-2015) (Ord. 1988-29, 12-07-1988)

1-14-5. Warrants for payment of claims.

In the event the city is without funds on deposit in one of its appropriate bank accounts with which to pay any lawfully approved claim, the director of finance shall draw and sign a warrant upon the treasurer of the city for payment of the claim, the warrant to be tendered to the payee named thereon.

(Ord. 1988-29, 12-07-1988)

1-14-6. Authorization of payments.

The director of finance is authorized to act as the financial officer for the purpose of approving:

(1) payroll checks, if the checks are prepared in accordance with a salary schedule established in a personnel ordinance or resolution, and if such checks are properly countersigned by another employee with signing authority; or

(2) routine expenditures, such as utility bills, payroll-related expenses, supplies, materials, and capital expenditures which were referenced in the budget document and approved by an appropriation resolution adopted for the current fiscal year.

(Ord. 2015-23, 08-19-2015) (Ord. 1988-29, 12-07-1988)

1-14-7. Monthly and quarterly financial reports.

The director of finance shall prepare and deliver to

Prior to the adoption of the tentative budget the director of finance shall prepare list of qualified auditors to perform the annual audit and other such audits of the financial accounts of the City. This list shall include the qualification of the firms and bids they submit to for the costs of the annual and other audits as deemed necessary. The council shall make this selection by resolution prior to the adoption of the tentative budget. (Ord. 1988-29, 12-07-1988)