
PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Work Session, on Wednesday, September 18, 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:

- **Potential Development Plan** for the Lexington Greens Project
Presented by Jim Bolser
- **Oristruts Minor Subdivision Plat by Bear All, LLC**, Located at 2400 North 600 East, 1 Lot, 8.8 Acres in the GC General Commercial Zoning District
Presented by Jim Bolser
- **City Code Text Amendment** Proposed by Tooele City to Sections 7-1-5; Definitions and 7-2-19; Home Occupations Related to Home Based Day Cares and Pre-School Businesses
Presented by Jim Bolser
- **City Code Text Amendment** Proposed by Tooele City to Chapter 7-14 Residential Zoning Districts Related to Property Frontage Requirements in the In-Fill Zoning Overlay District
Presented by Jim Bolser
- **Ordinance 2019-25** An Ordinance of Tooele City Repealing Tooele City Code Chapter 5-10 Regarding Pawnbrokers
Presented by Matt Johnson
- **Ordinance 2019-26** An Ordinance of Tooele City Amending Tooele City Code Title 5 to Locate Business Licensing Functions in the Community Development Department
Presented by Roger Baker
- **Resolution 2019-69** A Resolution of the Tooele City Council Approving an Agreement with Celtic Bank Corporation for the Exchange of Land
Presented by Roger Baker
- **Resolution 2019-68** A Resolution of Tooele City Council Approving a Contract with Christensen & Griffith for the Construction of the Snow Plow Salt Rack Project
Presented by Steve Evans

- **Resolution 2019-66** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Add a Golf Course Pavilion Rental Fee
Presented by Darwin Cook
- **Elton Park Walk Path**
Presented by Darwin Cook & Chairman Steve Pruden
- **Parades**
Presented by Chairman Steve Pruden
- **Resolution 2019-71** A Resolution of the Tooele City Council Naming the City Hall South Driveway as “Dunlavy Way”
Presented by Brad Pratt

4. Close Meeting

- Litigation, Property Acquisition, & Personnel

5. Adjourn

Michelle Y. Pitt
Tooele City Recorder

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2113 or michellep@tooelecity.org, Prior to the Meeting.

STAFF REPORT

September 5, 2019

To: Tooele City Planning Commission
Business Date: September 11, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Oristruts Minor Subdivision – Minor Subdivision Request

Application No.: P19-533
Applicant: Bear All, LLC
Project Location: Approximately 2400 North 600 East
Zoning: GC General Commercial Zone
Acreage: 8.81 Acres (Approximately 383,763.6 ft²)
Request: Request for approval of a Minor Subdivision in the GC General Commercial zone regarding the creation of 1 commercial lot.

BACKGROUND

This application is a request for approval of a Minor Subdivision for approximately 8.81 acres located at approximately 2400 North 600 East. The property is currently zoned GC General Commercial. The applicant is requesting that a Minor Subdivision be approved to create one legally platted lot.

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 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 are zoned RR-5 Residential. To the west property is located in unincorporated Tooele County. To the south property is zoned LI Light Industrial and to the east property is zoned GC. Mapping pertinent to the subject request can be found in Exhibit "A" to this report.

Subdivision Layout. The subdivision is for 1 lot and proposes to turn an existing lot of record into a platted subdivision lot. The lot itself far exceeds ordinance requirements for lot size, lot width and lot frontages. Necessary public improvements are already in place and no road dedication is required.

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

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Minor Subdivision submission and has issued a recommendation for approval for the request.

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

Noticing. Subdivisions do not require a public hearing and therefore do not require noticing.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Minor Subdivision by Bear All, LLC, application number P19-533, subject to the following conditions:

1. That all requirements of the Tooele City Engineering and Public Works Divisions shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report shall be satisfied throughout the development of the site and the construction of all buildings on the site.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Master Plan.
2. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
3. The proposed development plans meet the requirements and provisions of the Tooele City Code.
4. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
5. The proposed development conforms to the general aesthetic and physical development of the area.
6. The public services in the area are adequate to support the subject development.
7. The proposed subdivision meets or exceeds all Tooele City ordinances and standards for development including lot size, lot width and lot frontages.

MODEL MOTIONS

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

City Council for the Oristruts Minor Subdivision Minor Subdivision Request by Bear All, LLC for the purpose of creating 1 lot at 2400 North 600 East, application number P19-533, based on the findings and subject to the conditions listed in the Staff Report dated September 5, 2019:”

1. List findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Oristruts Minor Subdivision Minor Subdivision Request by Bear All, LLC for the purpose of creating 1 lot at 2400 North 600 East, application number P19-533, based on the following findings:”

1. List findings...

EXHIBIT A

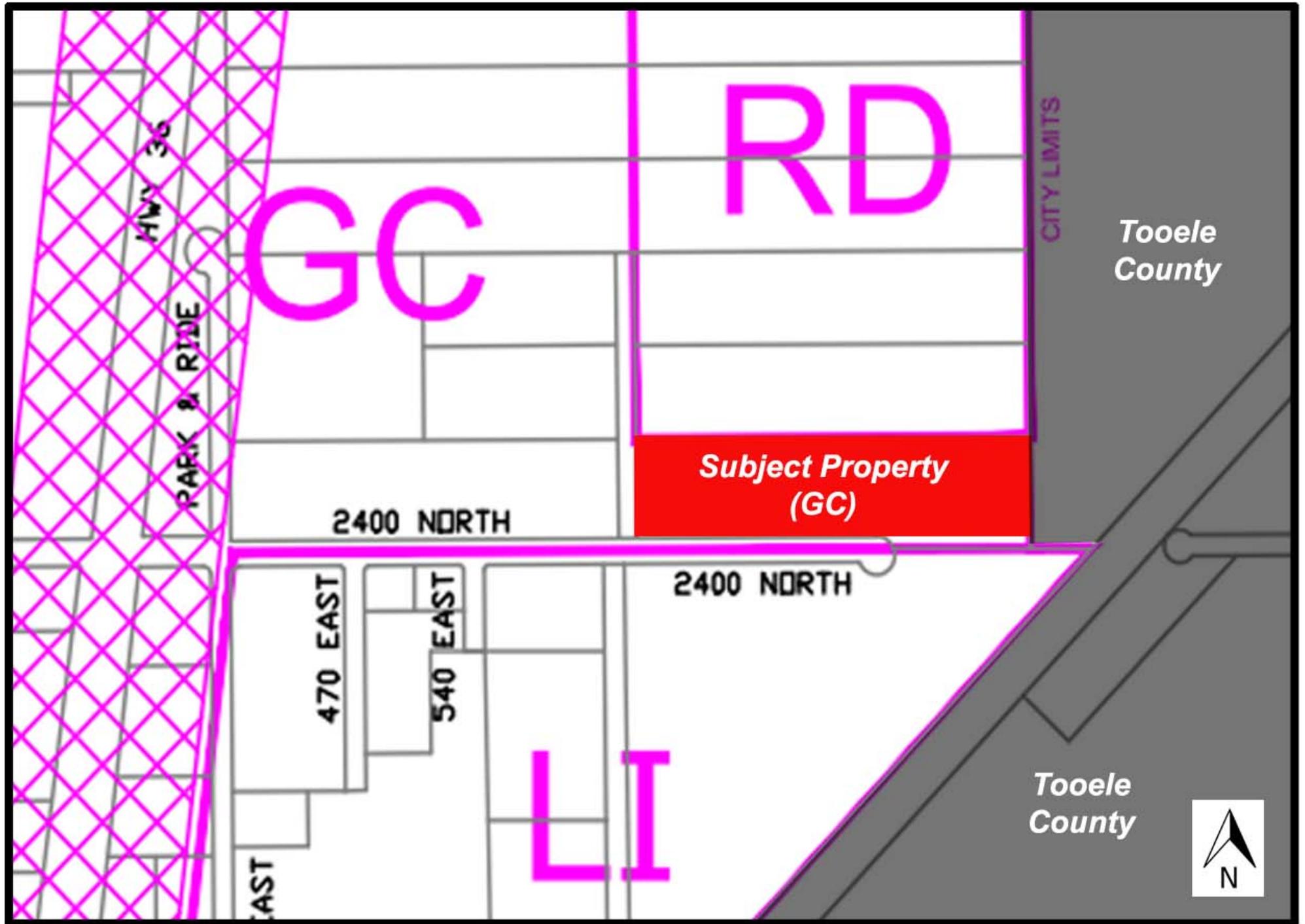
**MAPPING PERTINENT TO THE ORISTRUTS MINOR SUBDIVISION MINOR
SUBDIVISION**

Oristuts Minor Subdivision



Aerial View

Oristuts Minor Subdivision



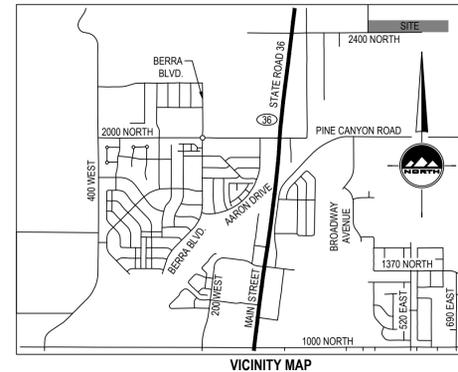
Current Zoning

EXHIBIT B

**PROPOSED DEVELOPMENT PLANS
APPLICANT SUBMITTED INFORMATION**

FINAL PLAT ORISTRUTS MINOR SUBDIVISION

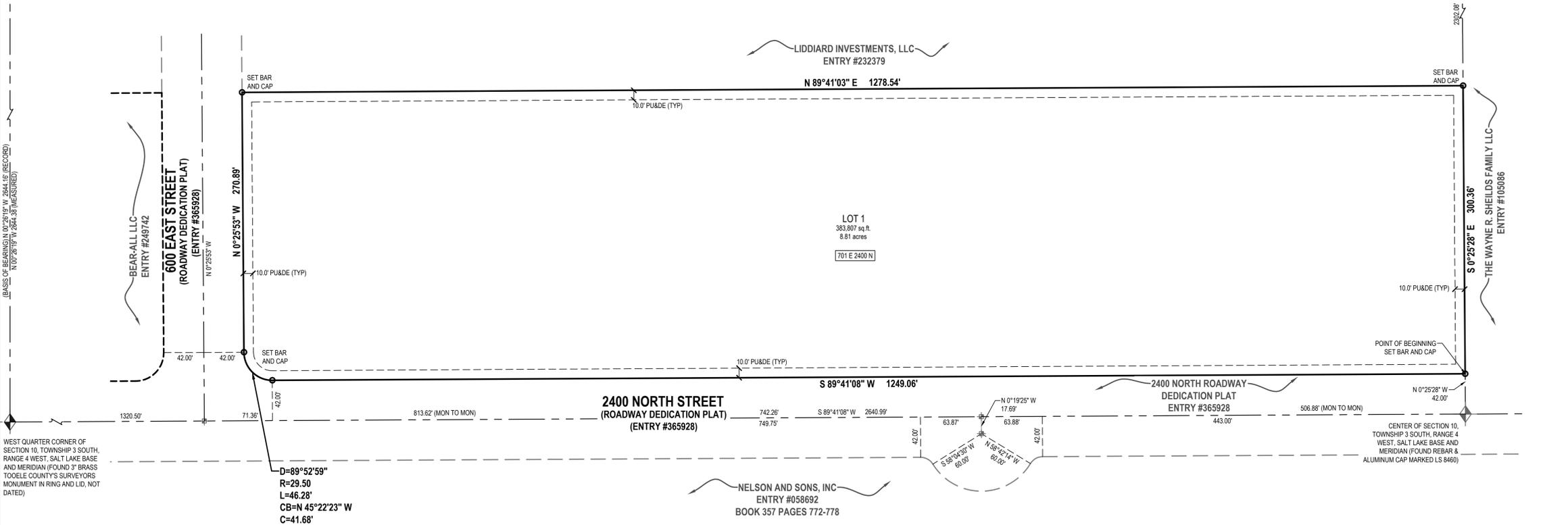
LOCATED IN THE SOUTH HALF OF SOUTH HALF OF THE
NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3
SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH



VICINITY MAP
NOT TO SCALE

NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN (FOUND 3" BRASS TOOELE COUNTY'S SURVEYORS MONUMENT, DATED 1980)

NORTHWEST CORNER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN (FOUND 3" BRASS TOOELE COUNTY'S SURVEYORS MONUMENT, DATED 1986)



WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN (FOUND 3" BRASS TOOELE COUNTY'S SURVEYORS MONUMENT IN RING AND LID, NOT DATED)

CENTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN (FOUND REBAR & ALUMINUM CAP MARKED LS 8460)

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

A parcel of land, situate in the Northwest Quarter of Section 10, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele, Utah, more particularly described as follows:

Beginning at a point on the north line of 2400 North Street, said point being North 0°25'28" West 42.00 feet along the Quarter Section line from the found monument representing the Center of Section 10, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South 89°41'08" West 1249.06 feet along the north line of said 2400 North Street;

thence Northwestwesterly 46.25 feet along the arc of a 29.50-foot radius tangent curve to the right (center bears North 0°18'52" West and the long chord bears North 45°22'23" West 41.68 feet with a central angle of 69°52'59") to the east line of 600 East Street;

thence North 0°25'53" West 270.89 feet along said east line;

thence North 89°41'03" East 1278.54, to the Quarter Section Line;

thence South 0°25'28" East 300.36 feet along said Quarter Section Line, to the point of beginning.

Contains 383,907 square feet or 8.81 acres, 1 lot.



Date
Douglas J. Kinsman
License No. 334575

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these present that the undersigned are the owner(s) of the hereon described tract of land and hereby cause the same to be divided into a lot, together with easements as set forth hereafter to be known as:

ORISTRUTS MINOR SUBDIVISION

The undersigned owner(s) hereby convey to Tooele City and to any and all public utility companies providing service to the hereon described tract a perpetual, non-exclusive easement over the public utility and drainage easements shown on this plat, the same to be used for drainage and for the installation, maintenance and operation of public utility service lines and facilities.

In witness whereof I / we have hereunto set my / our hand this _____ day of _____ A.D., 20____.

By: Bear All, LLC
Alan Cohen (Managing Director)

By: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of Tooele

On the _____ day of _____ A.D., 20____, _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

Notary's Full Name & Commission Number _____

My Commission Expires _____ A Notary Public Commissioned in Utah

FINAL PLAT

ORISTRUTS MINOR SUBDIVISION

LOCATED IN THE SOUTH HALF OF SOUTH HALF OF THE
NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3
SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER

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

DOMINION ENERGY

DOMINION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

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

DOMINION ENERGY

BY: _____

TITLE: _____

NOTE

ROAD IMPROVEMENT MUST BE INSTALLED, PRIOR TO ANY FURTHER DEVELOPMENT

ROCKY MOUNTAIN POWER COMPANY

- PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
- PURSUANT TO UTAH CODE ANN. § 17-27A-803(4)(C)(III) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 - A RECORDED EASEMENT OR RIGHT-OF-WAY
 - THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 - TITLE 94, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
 - ANY OTHER PROVISION OF LAW.

APPROVED THIS _____ DAY OF _____ 20____

ROCKY MOUNTAIN POWER

BY: _____

TITLE: _____

TOOELE CITY COUNCIL

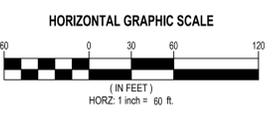
APPROVED THIS _____ DAY OF _____ 20____ BY THE TOOELE CITY COUNCIL.

ATTEST: CITY RECORDER

LEGEND

| | | | |
|--|--|--|------------------------|
| | EXISTING STREET MONUMENT | | ADJACENT PROPERTY LINE |
| | PROPOSED STREET MONUMENT TO BE SET | | SECTION LINE |
| | SECTION CORNER | | CENTER LINE |
| | 5/8"X24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGIN ENG. & LAND SURV." | | EASEMENT LINE |
| | PUBLIC UTILITY & DRAINAGE EASEMENT | | RIGHT OF WAY LINE |
| | BOUNDARY LINE | | TANGENT LINE |

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS SURVEY.



COUNTY SURVEY DEPARTMENT APPROVAL

APPROVED THIS _____ DAY OF _____ 20____

BY THE TOOELE COUNTY SURVEY DEPARTMENT.
RECORD OF SURVEY FILE #2006-0027-01

TOOELE COUNTY SURVEY DIRECTOR

COUNTY HEALTH DEPARTMENT APPROVAL

APPROVED THIS _____ DAY OF _____ 20____

BY THE TOOELE COUNTY HEALTH DEPARTMENT

TOOELE COUNTY HEALTH DEPT.

COMMUNITY DEVELOPMENT APPROVAL

APPROVED THIS _____ DAY OF _____ 20____

BY THE COMMUNITY DEVELOPMENT

TOOELE CITY COMMUNITY DEVELOPMENT

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ 20____

BY THE TOOELE CITY PLANNING COMMISSION.

CHAIRMAN TOOELE CITY PLANNING COMMISSION

COUNTY TREASURER APPROVAL

APPROVED AS TO FORM THIS _____ DAY OF _____ 20____

BY THE TOOELE COUNTY TREASURER.

TOOELE COUNTY TREASURER

CITY ATTORNEY'S APPROVAL

APPROVED AS TO FORM THIS _____ DAY OF _____ 20____

BY THE CITY ATTORNEY

TOOELE CITY ATTORNEY

CITY ENGINEER'S APPROVAL

APPROVED AS TO FORM THIS _____ DAY OF _____ 20____

BY THE CITY ENGINEER

TOOELE CITY ENGINEER

DEVELOPER
BEAR ALL LLC
2133 LAKE LINE DRIVE
SLC, UT, 84109
ALAN COHEN
801-201-2927

SHEET 1 OF 1

PROJECT NUMBER: T1200B
MANAGER: D. KINSMAN
DRAWN BY: C. CHILD
CHECKED BY: D. KINSMAN
DATE: 8/12/2019

ENSIGN

TOOELE
169 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435.843.3590
Fax: 435.578.0108

SALT LAKE CITY
Phone: 801.292.0208

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.986.2963

WWW.ENSIGNENG.COM

CITY ATTORNEY'S APPROVAL

APPROVED AS TO FORM THIS _____ DAY OF _____ 20____

BY THE CITY ATTORNEY

TOOELE CITY ATTORNEY

CITY ENGINEER'S APPROVAL

APPROVED AS TO FORM THIS _____ DAY OF _____ 20____

BY THE CITY ENGINEER

TOOELE CITY ENGINEER

STA REPORT

September 4, 2019

To Tooele City Planning Commission
Business Date: September 11, 2019

From Planning Division
Community Development Department

Prepared By Andrew Aagard, City Planner / Zoning Administrator

Re Home Occupation Day Cares Preschools – City Code Text Amendment Request

Application No.: P19-670

Applicant: Tooele City Corporation

Request: Request for approval of a City Code Text Amendment regarding revisions to the definitions of residential and non-residential child day care and pre-school businesses and the regulations of operating a home-based child day care and pre-school business.

BACK ROUND

This application is a request for approval of a City Code Text Amendment to Chapter 7-1-5; Definitions and Chapter 7-2-19; Home Occupations. The City is requesting that a City Code Text Amendment be approved to allow changes to home-based child day care and pre-school businesses, how they are defined, the number of children associated with the business, the number of care providers associated with the business and the qualifications for approval of these home-based businesses.

It has come to Tooele City's attention that there is a shortage of properly provided child daycare in the Tooele City area. This leads to a concern that there are children be taken to unlicensed and unregulated and possibly unsafe daycare conditions. It is the intent of this proposed City Code Text Amendment to provide an environment where home-based child daycare businesses can thrive, are licensed, properly inspected and plentiful enough to fill the growing need in the Tooele area.

The proposed amendments are fairly straightforward and take place in two ordinances. The first amendment is proposed in the definitions section of Title 7, 7-1-5 and proposes to change the definitions of a commercial daycare to only a non-residential facility providing care for more than 17 children. All commercial daycares, including those permitted in residential zoning districts will be required to meet all standards for commercial development.

The other change in the definitions section proposes changing the maximum number of children in a home-based child day care or pre-school from 8 children to 16.

The remaining City Code Text Amendments are proposed in the City's Home Occupations ordinance found in section 2-19 of Title 7. The proposed amendments strike section 12 that limits the number of vehicular trips associated with home-occupations to 20 per day. This section is being removed because it is in direct conflict with the proposed amendments.

Section 14 is new language being proposed exclusively for child day care and pre-school businesses being operated in the home. Those change are as follows:

1. May have one employee that does not live in the home.
2. Day cares and pre-schools with 7 or less children shall be considered a permitted use.

3. Day cares and pre-schools involving 8 to 16 children shall require a conditional use permit and will be subject to the following criteria:
 - a. Must submit a traffic and parking plan demonstrating customer parking, pick-up and drop-off locations, vehicle queuing areas and so forth.
 - b. Child pre-schools shall not include more than two sessions per day.
 - c. Child care businesses requiring a conditional use permit may not be located closer than 300 feet to any other licensed day care or pre-school business.
 - d. The total number of children shall include the licensee's and employee's children if they are under the care of those individuals during business hours.

ANALYSIS

Criteria For Approval. The criteria for review and potential approval of a City Code Text Amendment request is found in Section 7-1A-7 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 City Code Text Amendment request and has issued the following comments:

1. The proposed City Code Text Amendment is intended to create flexibility in the provision of quality licensed and regulated home based day care and pre-school businesses.
2. The proposed City Code Text amendment is intended to provide specific criteria to ensure these home based day cares and pre-school businesses will not create traffic, safety or other impacts to the character of the residential neighborhoods.
3. There are home-based day cares currently operating in Tooele City with 16 children and have done so continuously for years without any issues requiring intervention by Tooele City.
4. Tooele City needs more professional home-based day cares that are safe and properly regulated. By relaxing the restrictions and allowing a little more activity at the home it is anticipated more care providers will seek to operate their businesses with the necessary permits and approvals and thus provide better day care services for the residents of

- Tooele City and County.
5. The State of Utah requires one caregiver for every 6 – 8 children in a day care or pre-school.

Noticing. The City has expressed their desire to amend the terms of the City Code 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.

STA RECO ENDATION

Staff recommends the Planning Commission carefully weigh this request for a City Code Text 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 with 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 the text amendment may have on potential applications regarding the character of the neighborhood or surrounding areas.
2. The degree to which the proposed text amendment may effect the health, safety and general welfare of the general public or residents of adjacent properties.
3. The suitability of the proposed text amendment on properties which may utilize its provisions for a potential home occupation business.
4. The overall community benefit of the proposed amendment.
5. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

O DEL OTIONS

“I move we forward a positive recommendation to the City Council for the Home Based Day Care and Pre-school City Code Text Amendments Request by Tooele City Corporation, application number P19-670, based on the findings and conditions:”

1. List findings and conditions...

“I move we forward a negative recommendation to the City Council for the Home Based Day Care and Pre-school City Code Text Amendments Request by Tooele City Corporation, application number P19-670, based on the findings and conditions:”

1. List findings...

E HIBIT A

**HOME BASED DA CARES PRE-SCHOOLS
CIT CODE TENTATIVE
PROPOSED REVISIONS TO CIT CODE
TITLE 7 CHAPTER 1 SECTION 5
TITLE 7 CHAPTER 2 SECTION 19**

STAFF REPORT

September 5, 2019

To: Tooele City Planning Commission
Business Date: September 11, 2019

From: Planning Division
Community Development Department

Prepared By: Jim Bolser, Director

Re: In-Fill Property Frontage Requirements – City Code Text Amendment Request

Application No.: P19-659
Applicant: Tooele City
Zoning: In-Fill Zoning Overlay District Zone
Request: Request for approval of a City Code Text Amendment in the In-Fill Zoning Overlay district regarding the regulations governing frontage requirements.

BACKGROUND

This application is a request for approval of a City Code Text Amendment regarding regulations governing property frontage requirements for lots in the In-Fill Zoning Overlay district. The City is requesting that a City Code text amendment be approved to allow for the reduction of frontage requirements for properties within the overlay district. Over the past few years the City Council has adopted regulations that established reductions to certain developmental requirements to encourage the development and redevelopment of properties in the heart of the community rather than on the periphery of the community.

ANALYSIS

Text Amendment Analysis. By the very nature of the properties in the central heart of the community, the dimensions of properties do not lend cleanly to standardized dimensions for properties. As an example, around the time when the City was settled, properties were measured in rods as a standard practice unit of measurement. One rod is equivalent to approximately 16.5 feet. One of the characterizing facets of the In-Fill Overlay district is properties that are somewhat narrow, many being non-conformingly narrow, but deep as they extend through the blocks. These properties have experienced somewhat difficult roads to dividing their depths to facilitate development because of their widths, as division of the property would potentially create undevelopable lots that are too narrow. If you were to take what became somewhat standard historical properties sizes measured in rods, convert the measurement to feet, and divide them in half multiple times the breakdown comes to a little more than 48 feet, which falls below the minimum 60-foot frontage requirement in the R1-7 zoning district which is the predominant zoning classification in the areas covered by the In-Fill Overlay district. For this reason, this proposed City Code text amendment is intended to bridge the gap between the layout of the historically established properties and the current system of property regulations in order to more encourage and facilitate development on the interior of the community. The proposed text amendment can be found in Exhibit "A" to this report. Mapping pertinent to the In-Fill Zoning Overlay can be found in Exhibit "B" to this report.

Criteria For Approval. The criteria for review and potential approval of a City Code Text Amendment request is found in Section 7-1A-7 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 City Code Text Amendment request and has expressed support for the proposal.

Engineering Review. The Tooele City Engineering Division has completed their review of the City Code Text Amendment request and has expressed support for the proposal.

Noticing. The applicant has expressed their desire to amend certain terms of the Tooele City Code and do so in a manner which is compliant with the City Code and Utah State Code requirements. 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 City Code Text 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 the text amendment may have on potential applications regarding the character of the surrounding areas.
2. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed text amendment is consistent with the requirements and

- provisions of the Tooele City Code.
5. The suitability of the proposed text amendment on properties which may utilize its provisions for potential development applications.
 6. The degree to which the proposed text amendment may effect an application's impact on the health, safety, and general welfare of the general public or the residents of adjacent properties.
 7. The degree to which the proposed text amendment may effect an application's impact on the general aesthetic and physical development of the area.
 8. The degree to which the proposed text amendment may effect the uses or potential uses for adjoining and nearby properties.
 9. The overall community benefit of the proposed amendment.
 10. 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 In-Fill Property Frontage Requirements City Code Text Amendment Request by Tooele City regarding property frontage requirements in the In-Fill Zoning Overlay district, application number P19-659, based on the following findings:”

1. List findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the In-Fill Property Frontage Requirements City Code Text Amendment Request by Tooele City regarding property frontage requirements in the In-Fill Zoning Overlay district, application number P19-659, based on the following findings:”

1. List findings...

EXHIBIT A

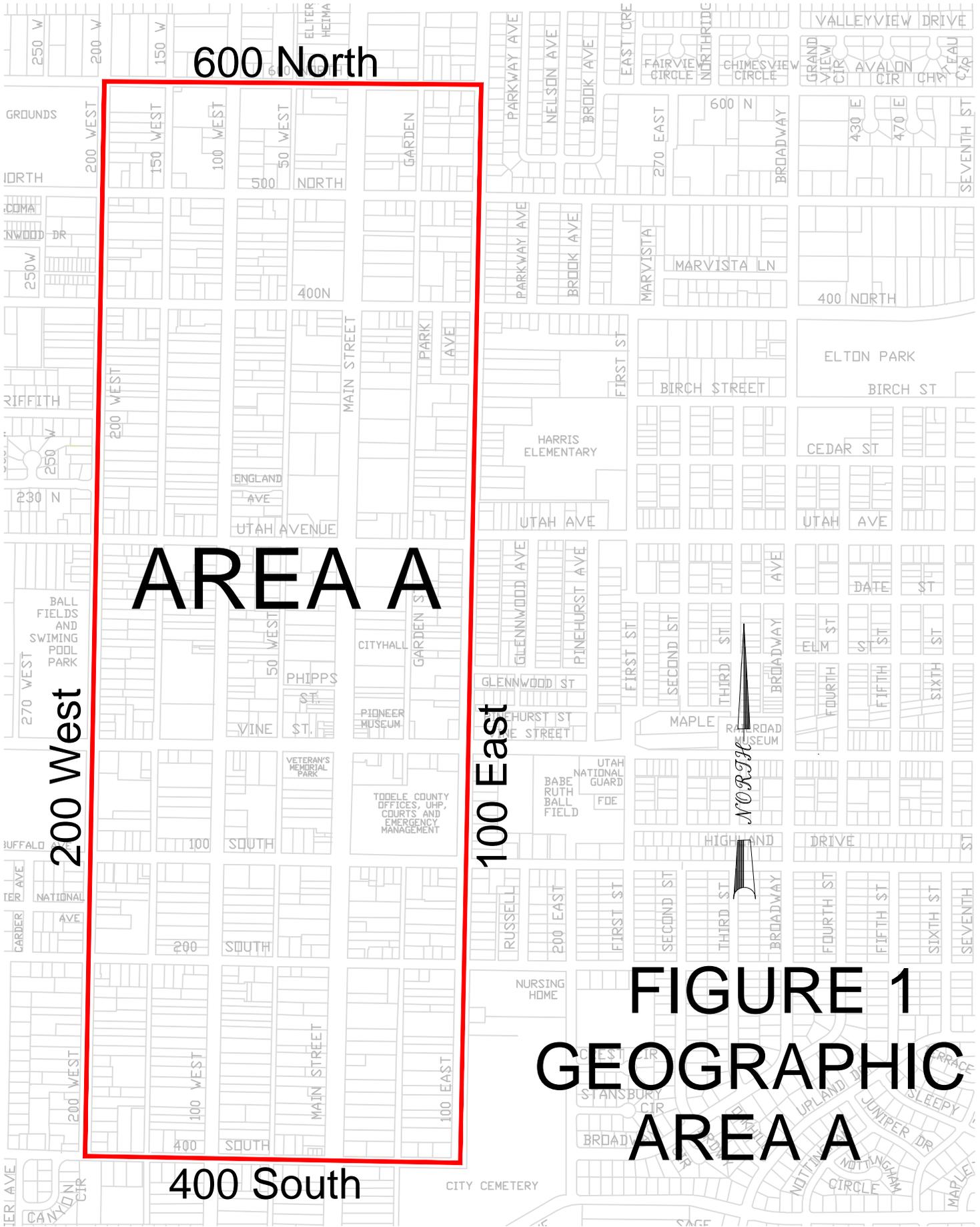
PROPOSED CITY CODE TEXT AMENDMENT

**TABLE 5
IN-FILL OVERLAY DISTRICT DEVELOPMENT STANDARDS**

| Development Standard | Geographic Area A | Geographic Area B | Nonconforming Lot/Parcel |
|--|---|---|---|
| Minimum Front Yard Setback | May reduce to 65% of underlying zoning district | May reduce to 80% of underlying zoning district | May reduce to 90% of underlying zoning district, or to historic foundation line, whichever is less |
| Minimum Garage Setback | 25 feet | 25 feet | 25 feet |
| <i><u>Minimum Lot Width at Front Setback (all residential uses in residential zones)</u></i> | <i><u>May reduce to 80% of underlying zoning district</u></i> | <i><u>May reduce to 90% of underlying zoning district</u></i> | <i><u>Per underlying zoning district</u></i> |
| Minimum Rear Yard Setback (interior lot) | May reduce to 65% of underlying zoning district | May reduce to 80% of underlying zoning district | May reduce to 90% of underlying zoning district, or to historic foundation line, whichever is less |
| Minimum Rear Yard Setback (corner lot) | May reduce to 65% of underlying zoning district | May reduce to 80% of underlying zoning district | May reduce to 90% of underlying zoning district, or to historic foundation line, whichever is less |
| Minimum Side Yard Setback (interior lot) | May reduce to 65% of underlying zoning district, or to 5 feet, whichever is greater | May reduce to 80% of underlying zoning district, or to 5 feet, whichever is greater | May reduce to 90% of underlying zoning district, or to 5 feet, whichever is greater, or to historic foundation line |
| Minimum Side Yard Setback (corner lot) | May reduce to 65% of underlying zoning district, or to 5 feet, whichever is greater | May reduce to 80% of underlying zoning district, or to 5 feet, whichever is greater | May reduce to 90% of underlying zoning district, or to 5 feet, whichever is greater, or to historic foundation line |
| Total Lot Coverage (all buildings) | May increase to 135% of underlying zoning district | May increase to 120% of underlying zoning district | May increase to 110% of underlying zoning district |
| Roadway Improvements Required | As required by Tooele City Code | As required by Tooele City Code | As required by Tooele City Code |
| Water Rights (payment of fee in lieu of conveyance) | Pay 50% of the fee-in-lieu established by the City | Pay 75% of the fee-in-lieu established by the City | Pay 100% of the fee-in-lieu established by the City |

EXHIBIT B

**MAPPING PERTINENT TO THE
IN-FILL PROPERTY FRONTAGE REQUIREMENTS CITY CODE TEXT AMENDMENT**



600 North

AREA A

200 West

100 East

NORTH

400 South

FIGURE 1
GEOGRAPHIC
AREA A

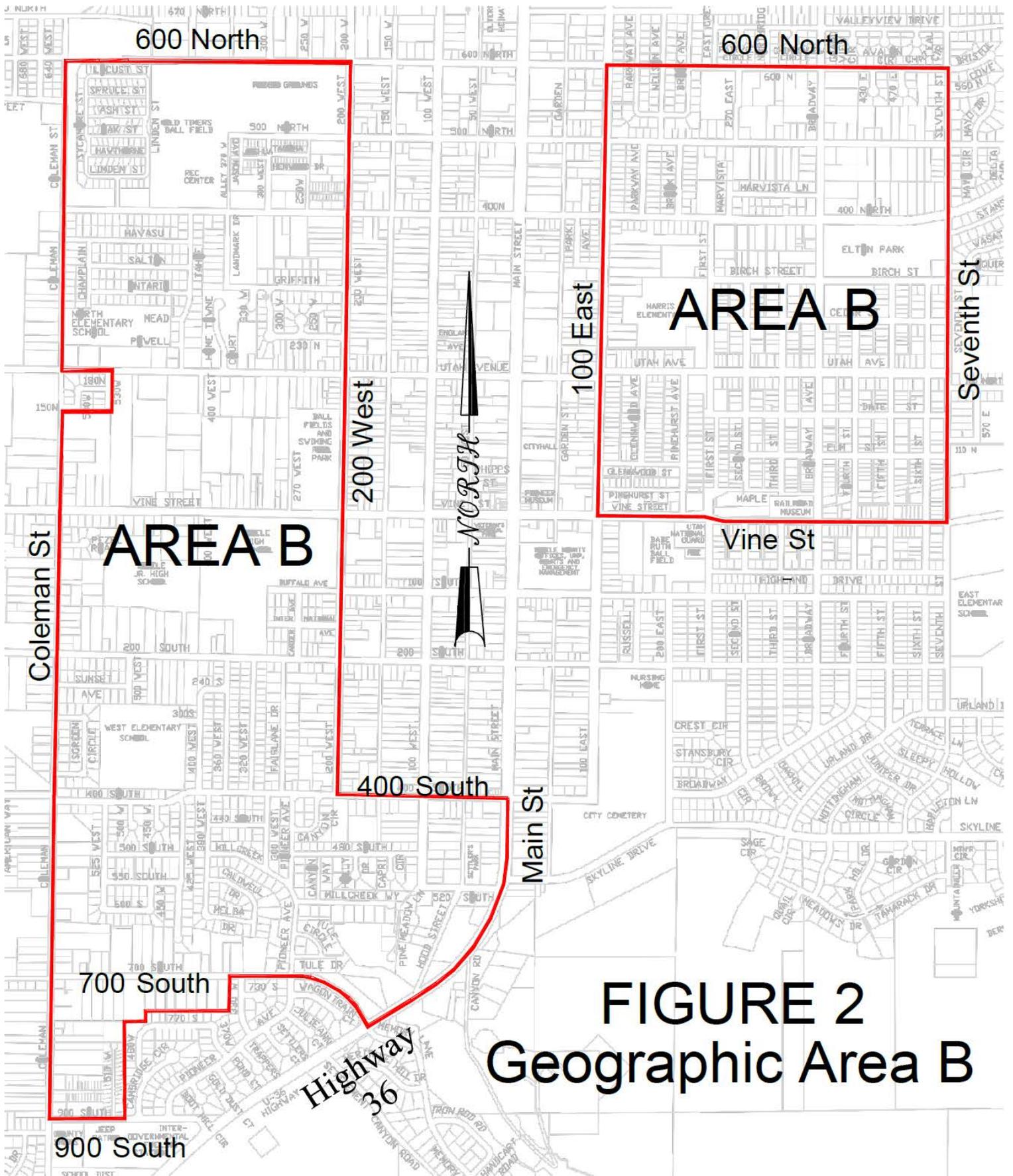
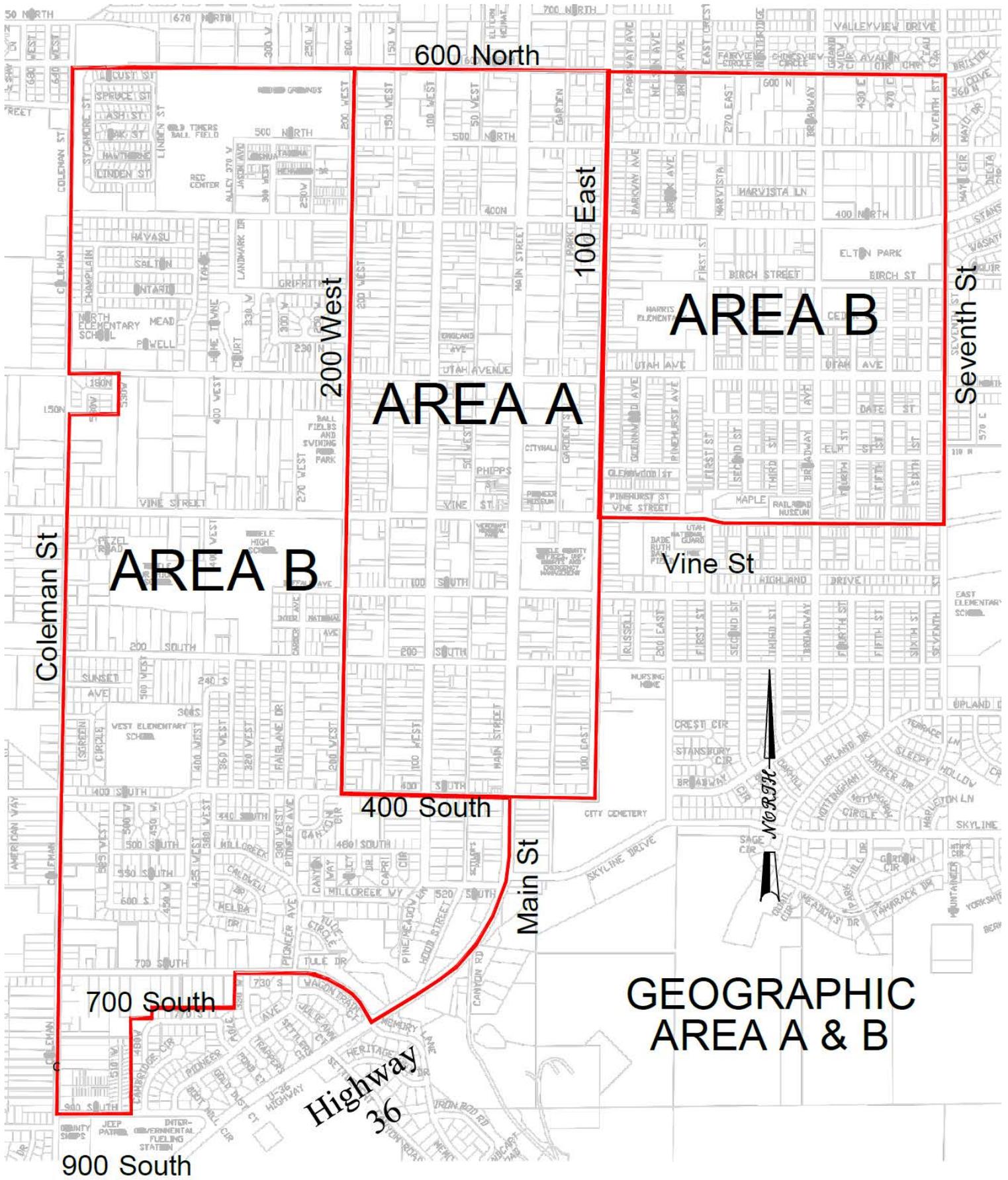


FIGURE 2
Geographic Area B



TOOELE CITY CORPORATION

ORDINANCE 2019-25

AN ORDINANCE OF TOOELE CITY REPEALING TOOELE CITY CODE CHAPTER 5-10 REGARDING PAWNBROKERS.

WHEREAS, Tooele City Code (TCC) Chapter 5-10 regulates pawnbrokers (see current TCC Chapter 5-10 attached as Exhibit A); and,

WHEREAS, TCC Chapter 5-10 was enacted in 1983 and has not been substantively amended since; and,

WHEREAS, Utah Code Annotated (UCA) Chapter 13-32a regulates pawnshops, secondhand merchandise dealers, and coin and precious metal dealers; and,

WHEREAS, UCA Section 13-32a-114 states that “[UCA Chapter 13-32a] preempts all city, county, and other local ordinances governing pawn or secondhand businesses and pawnbroking transactions, if the ordinances are more restrictive than the provisions of [UCA Chapter 13-32a] or are not consistent with [UCA Chapter 13-32a]”; and,

WHEREAS, all of the provisions of Chapter 5-10 appear to be either: (a) more restrictive than UCA Chapter 13-32a; (b) inconsistent with UCA Chapter 13-32a; or, (c) preempted by UCA Chapter 13-32a occupying the field of pawnbroker regulation; and,

WHEREAS, in light of the above, the City Administration recommends repeal of TCC Chapter 5-10:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 5-10 is hereby repealed.

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

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

CHAPTER 10. PAWNBROKERS

5-10-1. Definitions.

5-10-2. License required - License fee.

5-10-3. Display of license and ordinance.

5-10-4. Bond required.

5-10-5. Disclosure provisions.

5-10-6. Redemption and disposition of pawned articles - Interest rates.

5-10-7. Dealing with proscribed persons.

5-10-8. Protection of minors.

5-10-9. Hours.

5-10-10. Ownership of pawned property.

5-10-11. Unlawful acts.

5-10-12. Separate rooms.

5-10-13. Liability of principal.

5-10-14. Violation a misdemeanor.

5-10-1. Definitions.

In addition to the definitions set forth in Section 5-1-2, the following words and phrases used in this Chapter shall have the meanings herein prescribed:

Pawnbrokers: Any person engaged in the business of lending money on deposit or pledges of personal property or other valuable thing, other than securities or printed evidence of indebtedness, or in the business of purchasing personal property or other valuable things, and selling or agreeing to sell the same back to the seller at a price other than the original price of the purchase, or who sells unredeemed pledges with or without the contemporary sales of new merchandise.

Pledgee: The party to whom the goods are pledged or delivered in pledge.

Pledgor: The party pledging or delivering goods in pledge. (Ord. 83-22, 12-07-83)

5-10-2. License required - License fee.

(1) It shall be unlawful for any person to engage in the business of a pawnbroker in the City without having previously obtained a license to operate as a pawnbroker in accordance with the provisions of this Chapter. Such person shall make application for a license to the Recorder in such form as the Recorder shall require.

(2) The license fee for a pawnbroker shall be two hundred dollars (\$200.00), per year.

(3) Fee payments and prorations as well as renewal billings shall be governed by Section 5-1-14 and Section 5-1-15. (Ord. 83-22, 12-07-83)

5-10-3. Display of license and ordinance.

Licenses shall be displayed prominently in the pawnbroker's place of business together with a copy of all ordinances pertaining to the conduct or transactions of the pawnbroker business in such manner that they can be easily seen and perused by all who do business with such pawnbroker. (Ord. 83-22, 12-07-83)

5-10-4. Bond required.

Before any license is issued to a pawnbroker under the provisions of this Section, the applicant therefor shall execute and deliver to the City a bond in the principal amount of one thousand dollars (\$1,000.00) executed by a corporate surety authorized to do business in the State of Utah and conditioned upon the faithful performance of the licensee of all requirements under this Chapter. (Ord. 83-22, 12-07-83)

5-10-5. Disclosure provisions.

(1) It shall be unlawful for any pawnbroker or his or her agents or employees to fail to keep a permanent record of each loan, purchase or receipt of personal property. Said record shall be legibly written in ink and in the English language at the time of the transaction. No such record or any portion thereof shall be erased, obliterated or defaced. The record shall contain the following information with regard to each transaction:

- (a) The date of the transaction;
- (b) The name and address of the pledgor (if the pledged property is jointly owned each joint owner must be designated);
- (c) An accurate description of the goods, articles or things pawned, including the serial number of the article, if any, the name of the manufacturer, if available, and the dimensional description, if applicable;
- (d) The amount of money loaned or advanced thereon or paid therefor;
- (e) The date and time of day of the pledging, purchasing and receiving such goods, articles or things, and the period of time within which pledge must be honored; and,
- (f) The serial number of the pawn ticket.

(2) In connection with each article pawned, the pawnbroker shall make out a serially numbered three (3) part ticket concerning any person(s) pawning property, in a form previously approved by the Police Department, and shall contain the following information:

- (a) The following information concerning the pledgor:
 - (i) The last, first and middle name;
 - (ii) The signature of the pledgor;
 - (iii) The street address, city, state, zip code;
 - (iv) Phone number;
 - (v) Sex (male or female);
 - (vi) Date of birth;
 - (vii) Height;
 - (viii) Weight;
 - (ix) Race;
 - (x) Scars / marks;
 - (xi) Identification used and pertinent numbers;

(xii) Right thumbprint;

(b) The name of the person accepting the pledged property for the pawnbroker; and,

(c) A signed statement certifying that the described property has not been obtained by an illegal means and is the pledgor's property and is free and clear of any encumbrances and that the pledgor has a legal right to sell the pledged property.

(3) The disposition of each three (3) part ticket shall be made as follows:

(a) The original shall be retained by the pawnbroker (pledgee);

(b) The first copy retained by the person (pledgor) pawning the article; and,

(c) The second copy shall be maintained on the pawnbroker's premises and delivered to any representative of the Tooele City Police Department upon request during regular business hours.

(d) All of the above required records and information shall be open to the inspection of any police officer during regular business hours.

(4) It shall be a misdemeanor for a pawnbroker or his or her agent or employee to issue any pawn ticket which is not serially numbered in sequence and shown in the ledger book referred to in paragraph (a) above, or to intentionally falsify any information on either the ledger or the three (3) part pawn ticket. (Ord. 83-22, 12-07-83)

5-10-6. Redemption and disposition of pawned articles - interest rates.

(1) It is unlawful for any pawnbroker, or his or her agents or employees to deliver or to sell or to otherwise dispose of any pawned item for a period of sixty (60) days from the date of receiving same to any person other than pledgor.

(2) If requested to do so by a police officer, all goods, articles or things pawned, pledged, sold or delivered to a pawnbroker or his or her agents or employees shall be released to the Tooele City Police Department upon proof that the item was not owned by the pledgor. The Police Department shall hold the article until such time as criminal proceedings concerning the article are fully resolved. (Ord. 83-22, 12-07-83)

5-10-7. Dealing with proscribed persons.

It shall be unlawful for a pawnbroker to receive any goods, articles or other things in pawn or in pledge, or to lend or allow to be redeemed any such article by a person who at the time of the transaction is intoxicated, or who is known to the pawnbroker to be an habitual drunkard, or any person who is known to be a thief, insane or incompetent, or to any person under the age of eighteen (18) years. (Ord. 83-22, 12-07-83)

5-10-8. Protection of minors.

It shall be unlawful for any pawnbroker to sell or trade any gun or any knife with a blade in excess of four (4) inches long to any person under the age of eighteen (18) years of age, unless said person is accompanied by his legal guardian or parent. (Ord. 83-22, 12-07-83)

5-10-9. Hours.

It shall be unlawful for any pawnbroker to receive any goods by way of pledge or pawn before the hour of 7:00 a.m. or to keep his business open after 7:00 p.m.; provided, however, that on Saturday of each week and on days preceding legal holidays and the last fifteen (15) days of December of each year, it shall be lawful for a pawnbroker to keep his business open until 8:00 p.m. (Ord. 83-22, 12-07-83)

5-10-10. Ownership of pawned property.

It shall be unlawful for any pawnbroker to accept materials in pledge or pawn from other than the lawful owner thereof except with written permission of the owner. Any article pawned or pledged to a pawnbroker by other than the owner shall be surrendered to the real owner thereof upon presentation of proof of ownership of the pawned article by the real owner. Failure of the pawnbroker to surrender such materials forthwith upon demand by the true owner and after exhibition of proof of ownership shall be a misdemeanor. (Ord. 83-22, 12-07-83)

5-10-11. Unlawful acts.

A person commits theft if he receives, retains or disposes of the property of another knowing that it has been stolen, or believing that it has probably been stolen, or who conceals, sells, withholds or aids in concealing, selling or withholding any such property from the owner, knowing the property to be stolen, with a purpose to deprive the owner of the possession thereof, and shall be in violation of the provisions contained in Tooele City Code, Section 11-6-17. (Ord. 87-24, 01-02-88; Ord. 83-22, 12-07-83)

5-10-12. Separate rooms.

It shall be unlawful for any pawnbroker to contain his pawnbroker business in the same room, or in the same building with interconnected rooms, with any business dealing in alcoholic beverages. (Ord 83-22, 12-07-83)

5-10-13. Liability of principal.

The holder of a pawnbroker's license is liable for any and all acts of his employees in violation of this Chapter. (Ord. 83-22, 12-07-83)

5-10-14. Violation a misdemeanor.

Violation of the provisions of this Chapter is a

misdemeanor punishable as provided in Section 5-1-33. (Ord. 83-22, 12-07-83)

TOOELE CITY CORPORATION

ORDINANCE 2019-26

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE TITLE 5 TO LOCATE BUSINESS LICENSING FUNCTIONS IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

WHEREAS, business licensing is regulated by Title 5 of the Tooele City Code; and,

WHEREAS, the City Administration has relocated business licensing functions from the City Recorder's Office to the Community Development Department; and,

WHEREAS, it is appropriate to amend all provisions of Title 5 referencing the City Recorder's Office to refer instead to the Community Development Department, sometimes in the capacity of Department Director, sometimes in the capacity of a Business Licensing Specialist, and generally in the Department; and,

WHEREAS, it is appropriate to make other minor housekeeping amendments while revising Title 5 as indicated herein; and,

WHEREAS, this ordinance is in the best interest of the City in maintaining operational efficiency in business licensing functions:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Title 5 is hereby amended as shown in Exhibit A.

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

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

Amendments to Title 5

TOOELE CITY CORPORATION

RESOLUTION 2019-69

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH CELTIC BANK CORPORATION FOR THE EXCHANGE OF LAND.

WHEREAS, in 2011 the City acquired Lot 17 in the Murray Flats Subdivision in Pine Canyon, together with an easement to access Lot 17, for the purpose of potentially developing a municipal well on Lot 17; and,

WHEREAS, the Murray Flats Subdivision was subsequently vacated, but the City's rights in Lots 17 are unaffected; and,

WHEREAS, Celtic Bank Corporation desires to re-plat the property comprised of the vacated Murray Flats Subdivision and to replace it with a new plat called The Ranch at Pine Canyon Subdivision (the "New Subdivision"); and,

WHEREAS, Celtic Bank proposes that the City convey Lot 17 to Celtic Bank in exchange for which Celtic Bank will convey Lot 11 of the New Subdivision to the City. Lot 11 consists of 4.700 acres, 0.578 acres less than Lot 17. Celtic Bank proposes to pay \$30,000 to the City for the 0.578-acre difference, based on anticipated sales prices for lots in the New Subdivision; and,

WHEREAS, the City Administration supports the exchange of Lot 17 and Lot 11 based upon terms favorable to the City, which terms are contained in the Agreement attached as Exhibit A:

WHEREAS, the new Lot 11 will be sufficient for the anticipated municipal well purpose; and,

WHEREAS, the exchange of Lot 17 and Lot 11 is in the City's best interest in that it will provide revenue to the City while leaving intact the City's property interests:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement with Celtic Bank is hereby approved, and that the Mayor is hereby authorized to sign the Agreement and all documents necessary to effectuate the Agreement.

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

Celtic Bank Agreement

A R E E E N T

This Agreement is made this ____ day of September 2019 (the “Effective Date”) by and between Tooele City Corporation, a Utah municipal corporation (the “City”) and Celtic Bank Corporation, a Utah corporation (the “Developer”). The City and the Developer may also be individually and collectively referred to herein as a “Party” or the “Parties.”

RECITALS

A. The Parties entered into a Settlement Agreement dated December 8, 2011, under which the City was to acquire (i) Lot 17 of the Murray Flats Subdivision, in Pine Canyon, Tooele County, consisting of 5.278 acres (“Lot 17”) and (ii) a right-of-way through the Murray Flats Subdivision to access Lot 17 from Church Wood Drive in Pine Canyon, Tooele County (the “Right-of-Way”). A copy of the recorded Murray Flats Subdivision plat is attached hereto and incorporated herein as Exhibit A.

B. The City paid the agreed-upon sum of \$92,500, as determined by appraisal valuation dated April 18, 2011, for Lot 17.

C. The City acquired Lot 17 by “Stipulation and Joint Motion for Entry of, and Final Judgment of Condemnation.” (See Entry #365105, January 25, 2012.) The City acquired the Right-of-Way by “Right-of-Way and Easement Grant.” (See entry #365104, January 25, 2012.) The legal descriptions of Lot 17 and the Right-of-Way are attached hereto and incorporated herein as Exhibits B and C.

D. The Developer desires to re-plat the property comprised of the Murray Flats Subdivision and to replace it with a new plat called The Ranch at Pine Canyon Subdivision (the “New Subdivision”).

E. The Developer proposes that the City convey Lot 17 to the Developer in partial exchange for which the Developer would convey lot 11 (“Lot 11”) of the New Subdivision to the City. Lot 11 consists of 4.700 acres, 0.578 acres less than Lot 17. The difference in acreage between Lot 17 and Lot 11 shall be referred to as the “Land Delta.” A copy of the New Subdivision is attached hereto and incorporated herein as Exhibit D. The legal description of Lot 11 is attached hereto and incorporated herein as Exhibit E.

F. The Parties desire to set forth the terms and conditions of their agreement to exchange Lot 17 for Lot 11 and other transaction elements, as described below.

NOW THEREFORE, in consideration of the foregoing recitals, the covenants below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A R E E E N T

1. Recitals. The above Recitals are hereby incorporated into and made a part of this Agreement.

2. Global Consideration. The various considerations described herein shall be deemed global consideration, and no particular item of consideration shall be in exchange for any other particular item of consideration.

3. Escrow Agent. The “Escrow Agent” shall be Marta Hansen of Security Title, located at 1485 North 30 West, Suite D1 in Tooele City, phone number (435) 843-8884. The Escrow Agent will be charged will following the escrow instructions set forth herein. Should the Escrow Agent at any time during the duration of the Agreement terminate escrow services, the Parties shall cooperate to select a new escrow agent, if such services are deemed necessary.

4. Lot 17 Deed. Within 30 calendar days after the Effective Date, the City shall cause an executed quit-claim deed for Lot 17 (the “Lot 17 Deed”) to be delivered to the Escrow Agent, conveying Lot 17 to the Developer.

5. Lot 11 Deed. Within 30 calendar days after the Effective Date, the Developer shall cause an executed warranty deed for Lot 11 (the “Lot 11 Deed”), to be delivered to the Escrow Agent, conveying Lot 11 to the City.

6. Land Delta. Within 30 calendar days after the Effective Date, the Developer shall deliver to the Escrow Agent the cash sum of \$30,000, representing the fair-market-value payment for the Land Delta.

7. Right-of-Way. Within 30 calendar days after the Effective Date, the City shall cause an executed easement and right-of-way abandonment document for the Right-of-Way to be delivered to the Escrow Agent, conveying the Right-of-Way to the Developer.

8. Conduit Easement. The Developer shall prepare and convey to Tooele City Corporation, at no cost to the City, a Conduit Easement for the installation of power conduit (the “Conduit”). The Conduit Easement shall connect Church Wood Drive and Lot 11, within the New Subdivision rights-of-way (whether public or private) in the most direct route feasible. The Conduit Easement shall be depicted on the New Subdivision final plat and shall be deemed conveyed to the City upon recordation of the New Subdivision final plat.

9. Power Conduit. The City shall have the right to install the Conduit within the Conduit Easement. The Conduit shall be the property of the City, and only the City shall have the right to utilize the Conduit.

10. Water Line Easement. The Developer shall prepare and convey to Tooele City Corporation, at no cost to the City, a Water Line Easement for the installation of a water transmission line (the “Water Line”). The Water Line Easement shall connect Church Wood Drive and Lot 11, within the New Subdivision rights-of-way (whether public or private) in the most direct route feasible. The Water Line Easement shall be depicted on the New Subdivision final plat and shall be deemed conveyed to the City upon recordation of the New Subdivision final plat.

11. Water Line. The City shall have the right to install the Water Line within the Water Line Easement. The Water Line shall be the property of the City, and only the City shall have the right to utilize the Water Line.

12. Subdivision Improvements. The City shall have no duty or obligation to pay any amounts for public or private improvements made to and within the New Subdivision, except as expressly identified herein.

13. New Subdivision Plat. The fully-executed, recordable New Subdivision final plat shall be delivered to the Escrow Agent within 15 calendar days of its formal approval by the County Commission.

14. Releases from Escrow - Recordation.

a. Right-of-Way Abandonment. The Right-of-Way abandonment document shall be recorded by the Escrow Agent immediately prior to the recordation of the Lot 17 Deed. The Developer shall be responsible for the costs of recordation.

b. Lot 17 Deed. The Lot 17 Deed shall be recorded by the Escrow Agent immediately prior to the recordation of the New Subdivision final plat. The Developer shall be responsible for the costs of recordation.

c. New Subdivision Plat. The New Subdivision final plat, approved and fully executed by the County Commission, shall be recorded by the Escrow Agent within 5 business days of delivery to the Escrow Agent. The Developer shall be responsible for the costs of recordation.

d. Lot 11 Deed. The Lot 11 Deed shall be recorded by the Escrow Agent immediately following the recordation of the New Subdivision final plat. The City shall be responsible for the costs of recordation, if any.

e. Land Delta Payment. Upon recordation of the documents enumerated in 14.a.-14.d., above, the Escrow Agent shall deliver the \$30,000 Land Delta payment, minus escrow fees and costs as described below, to the City.

f. Settlement Statement. After delivery of the Land Delta to the City, the Escrow Agent shall deliver a settlement statement, together with copies of documents recorded pursuant to this Agreement, to the Parties.

15. Escrow Fees and Costs. The Parties shall each pay 50% of the cost of the Escrow Agent fees. The Developer and the City shall pay all applicable recordation fees, as described above. Each of the Parties shall bear their own document preparation fees.

16. Right of First Refusal. The Developer shall have a right of first refusal to purchase Lot 11 from the City in the event the City decides to sell Lot 11 without developing a municipal well on Lot 11. The purchase price shall be the fair market value of Lot 11 as determined by appraisal obtained by the City, minus the sum of \$75,000 (representing the pro-rata share of infrastructure and utility improvements in the New Subdivision servicing Lot 11), minus 15%. By way of illustration only, if Lot 11 is appraised at \$300,000 at the time of sale, the right-of-first-refusal price will be \$300,000 minus \$75,000 minus 15% = \$191,250. The Developer's right of first refusal shall expire 15 years after the Effective Date. The Parties shall each pay 50% of the appraisal price.

17. Capacity to Execute. Each individual signing below represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Party for whom he or she is signing and to bind that Party to the covenants and obligations contained herein.

18. Binding on Successors. This Agreement is binding upon and will inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, assigns, officers, members, managers, employees, representatives, attorneys, agents, and any and all businesses related to, owned or controlled, in whole or in part, by any of the Parties.

19. Non-Transfer/Non-Assignment of Claims. The Parties represent and warrant that no portion of any claim or cause of action that each has or may have against the other has been transferred or assigned in any manner.

20. Survival. The Parties acknowledge and agree that all agreements, obligations, prohibitions, warranties, and representations that are created in this Agreement will survive the execution and delivery of this Agreement and notwithstanding the execution and delivery of this Agreement, the releases herein will continue in full force and effect.

21. Entire Agreement. This Agreement contains the entire agreement of the Parties as to its subject matter; it may not be changed orally, but may be changed only by an agreement in writing signed by the Parties. Except as expressly set forth in this Agreement, the Parties have not made and do not make any other representations, warranties, statements, promises or agreements to each other.

22. Attorney Fees. In any action to enforce or interpret the terms of this Agreement, the prevailing party shall recover from the unsuccessful party reasonable attorney fees and costs (including those incurred in connection with appeal), the amount of which will be fixed by the Court and made a part of any judgment rendered.

23. Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute one agreement.

24. Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Utah.

25. Severability. The provisions of this Agreement are severable, and if any part of it is found unenforceable, the other parts will remain fully valid and enforceable.

26. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated herein.

27. Additional Actions. Each Party hereto will execute and/or cause to be delivered to each other any and all instruments or documents and will take such actions as may be reasonably requested for the purpose of carrying out this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

TOOELE CITY CORPORATION

CELTIC BANK CORPORATION

By: _____

Print Name: Debra E. Winn

Its: Mayor

By: _____

Print Name: _____

Its: _____

ATTEST:

Michelle Y. Pitt, Tooele City Recorder

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Lot 17

A PARCEL OF PROPERTY FORMERLY KNOWN AS LOT 17 OF MURRAY FLATS
PHASE 1 SUBDIVISION MORE FULLY DESCRIBED AS:

BEGINNING AT A POINT WHICH IS NORTH, 519.72 FEET AND EAST, 2646.622 FEET FROM A FOUND BRASS CAP MONUMENT BEING THE WITNESS CORNER TO THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID MONUMENT BEING NORTH, 2190.88 FEET FROM THE FOUND BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 75°18'03" WEST, 492.183 FEET; THENCE 141.972 FEET NORTHEASTERLY ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 36°54'46" EAST, 111.09 FEET); THENCE 31.816 FEET NORTHWESTERLY ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 08°05'14" WEST, 30.980 FEET); THENCE NORTH 14°41'57" EAST, 279.707 FEET; THENCE 167.565 FEET NORTHEASTERLY ALONG THE ARC OF A 800.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 08°41'55" EAST, 167.260 FEET); THENCE SOUTH 82°56'35" EAST, 322.971 FEET; THENCE SOUTH 00°16'33" WEST, 640.608 FEET TO THE POINT OF BEGINNING.

CONTAINS: 5.278 ACRES

Former Tax ID 17-021-0-0017

Right-of-Way

(PERMANENT RIGHT-OF-WAY AND GRANT OF EASEMENT)

BEGINNING AT A POINT WHICH IS NORTH, 1195.547 FEET AND EAST, 100.769 FEET FROM A FOUND BRASS CAP MONUMENT BEING THE WITNESS CORNER TO THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID MONUMENT BEING NORTH, 2190.88 FEET FROM THE FOUND BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 15°31'34" EAST, 60.280 FEET; THENCE SOUTH 80°00'00" EAST, 748.421 FEET; THENCE 27.236 FEET SOUTHEASTERLY ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 76°27'12" EAST, 27.22 FEET); THENCE SOUTH 72°54'24" EAST, 1039.498 FEET; THENCE 92.843 FEET SOUTHEASTERLY ALONG THE ARC OF A 360.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 65°31'07" EAST, 92.590 FEET); THENCE 71.923 FEET SOUTHEASTERLY ALONG THE ARC OF A 360.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 66°42'56" EAST, 71.650 FEET); THENCE SOUTH 75°18'03" EAST, 122.164 FEET; THENCE 23.562 FEET NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 59°41'57" EAST, 21.21 FEET); THENCE NORTH 14°41'57" EAST, 56.414 FEET; THENCE SOUTH 75°18'03" EAST, 60.00 FEET; THENCE 31.816 FEET SOUTHEASTERLY ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 08°05'14" EAST, 30.98 FEET); THENCE 141.972 FEET SOUTHWESTERLY ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 36°54'46" WEST, 111.09 FEET); THENCE NORTH 75°18'03" WEST, 167.164 FEET; THENCE 89.904 FEET NORTHWESTERLY ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 66°42'56" WEST, 89.57 FEET); THENCE 77.369 FEET NORTHWESTERLY ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 65°31'07" WEST, 77.16 FEET); THENCE NORTH 72°54'24" WEST, 1039.498 FEET; THENCE 19.808 FEET NORTHWESTERLY ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 76°27'12" WEST, 19.80 FEET); THENCE NORTH 80°00'00" WEST, 754.226 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3.148 ACRES

TOOELE CITY CORPORATION

RESOLUTION 2019-68

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH CHRISTENSEN AND GRIFFITH FOR THE CONSTRUCTION OF THE SNOW PLOW SALT RACK PROJECT.

WHEREAS, as one of Tooele City's core municipal services funded by the general fund, the City removes accumulations of snow from the public streets with City-owned trucks equipped with snow plows and salters; and,

WHEREAS, outside the winter snow season, the plows and salters are removed from the trucks and stored in a manner facilitating efficient mounting and dismounting and secure and safe storage; and,

WHEREAS, the current salter rack system is obsolete and in need of replacement for the safety of City personnel and equipment; and,

WHEREAS, the City Administration solicited public bids for fabrication and installation of an eight-bay concrete and steel salt rack system, known as the Snow Plow Salt Rack Project, in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated, as amended; and,

WHEREAS, Christensen and Griffith submitted a cost proposal of Ninety-two Thousand Four Hundred Dollars (\$92,400.00), which was the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A, and the form agreement is attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign an agreement (Exhibit B) with Christensen and Griffith for construction of the Snow Plow Salt Rack Project for a sum not to exceed Ninety-two Thousand Four Hundred Dollars (\$92,400.00).

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, Tooele City Attorney

EXHIBIT A

Bid Tabulation

EXHIBIT B

Agreement



Bid Tabulation
Snow Plow Salt Rack
Bid Opening Date: August 22, 2019

| | Bid Amount |
|-----------------------------------|-------------------|
| Christensen & Griffith | \$92,400.00 |
| Broken Arrow | \$110,560.00 |

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Christensen and Griffith
- B. Address: 30 South Tooele Blvd. Tooele, Utah 84074
- C. Telephone number: 435-882-1529
- D. Email: brockg@cgconst.com

1.2 OWNER

- A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

Snow Plow Salt Rack Project

1.4 ENGINEER

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
 - 1. Base Bid.
 - 2. _____
 - 3. _____

- C. An Agreement Supplement [_____] is, [X] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: (Ninety Two Thousand Four Hundred Dollars \$92,400.00)

2.2 CONTRACT TIME

- A. The Work shall be fully completed by October 31, 2019
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time.

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.
- 1. Late Contract Time Completion:**
Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
 - 2. Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

- B. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Two Hundred dollars and 00 cents (\$ 200.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.
- D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the 29 day of August, 2019.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: 
- B. Please print name here: Brock Griffith
- C. Title: VP / Manager
- D. CONTRACTOR's Utah license number: 227483-5501 (utah)

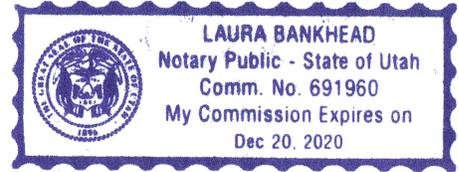
Acknowledgment

State of Utah)
) ss.
County of Tooele)

The foregoing instrument was acknowledged before me this 29 day of Aug., 2019.

By Brock Christensen
(Person acknowledging and title or representative capacity, if any).

Laura Bankhead
Notary's signature
Tooele City
Residing at
12/20/20
My commission expires:



Notary's seal

3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. OWNER's signature: _____
- B. Please print name here: _____
- C. Title: _____

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

TOOELE CITY CORPORATION

RESOLUTION 2019-66

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE TO ADD A GOLF COURSE PAVILION RENTAL FEE.

WHEREAS, Tooele City Code §1-26-1 authorizes the City Council to establish City fees by resolution for activities regulated by the City and services provided by the City; and,

WHEREAS, Utah Code §10-3-718 authorizes the City Council to exercise administrative powers, such as establishing city fees and regulating the use of city property, by resolution; and,

WHEREAS, under the Council-Mayor form of municipal government, established and governed by the Tooele City Charter (2006) and Utah Code §10-3b-201 et seq., the Mayor exercises all executive and administrative powers; however, it has been the practice of Tooele City for all fees proposed by the Mayor and City Administration to be approved by the City Council; and,

WHEREAS, the City has completed construction of a pavilion at the Oquirrh Hills Golf Course (the "Pavilion"), and needs to establish reasonable fees for which the Pavilion may be rented by the public; and,

WHEREAS, the City Administration recommends the following Pavilion rental fees: \$200 per day or partial day, plus \$50 per hour or partial hour after 9:00 p.m., plus \$1 per chair; and,

WHEREAS, the Director of Parks and Recreation has found that the proposed fees are substantially lower than many other golf course pavilion fees, thus making the pavilion accessible to the public but still aiding the City in recouping its costs to maintain the pavilion and chairs:

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

1. the Tooele City Fee Schedule is hereby amended to add a Pavilion rental fee in the amount of \$200 per day or partial day, plus \$50 per hour or partial hour after 9:00 p.m., plus \$1 per chair;
2. the Pavilion shall not be eligible for no-cost use or discounted use by City employees under Section 31 of the Tooele City Policies and Procedure Manual.

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 2019-71

A RESOLUTION OF THE TOOELE CITY COUNCIL NAMING THE CITY HALL SOUTH DRIVEWAY AS “DUNLAVY WAY”.

WHEREAS, Patrick H. Dunlavy served as a Tooele City employee for over 50 years. He started his employment as a member of the Police Department in December of 1967. He was a member of this Department for 12 years, holding the positions of Dispatcher, Chief Dispatcher, and Lieutenant; and,

WHEREAS, Patrick H. Dunlavy was appointed as Parks and Recreation Director in March of 1979 and held that position until August of 1982; and,

WHEREAS, the Tooele City Council appointed Patrick H. Dunlavy as City Recorder in July of 1983 and served in this position until November 16, 2005. During his time as the City Recorder he oversaw the replacement and new construction of the Leigh Pratt Memorial Aquatic Center, the current Tooele City Library, and the current City Hall; and,

WHEREAS, Patrick H. Dunlavy was elected as the Mayor of Tooele City in November of 2005 and served as Tooele City’s Mayor for three consecutive terms for over 12 years through December 31, 2017. Mayor Dunlavy guided Tooele City through the second great recession and housing crisis of 2007-2009. Under his leadership, he helped bring together governments within Tooele County to solve regional disputes, as well as to protect our valley, foothills, and mountains from development of high voltage power lines. His administration oversaw the construction and building of the Skyline Nature Park. During his time as Mayor, he worked with the City Council, Utah State University, and Tooele County School District to create the partnership for the building of the Educational Corridor; and,

WHEREAS, in recognition of The Honorable Mayor Dunlavy’s long and excellent public service, the City Council desires to permanently name the driveway located south of City Hall on the City Hall Site Plan as “Dunlavy Way” and to have erected and maintained an appropriate street sign:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the driveway located south of City Hall on the City Hall Site Plan is hereby permanently named “Dunlavy Way” (see Exhibit A).

BE IT FURTHER RESOLVED BY THE TOOELE CITY COUNCIL that this act may only be rescinded by a super majority vote of the City Council. Any tampering with or removal of this sign without a super majority vote of the City Council will be considered an act of vandalism and prosecuted as such.

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:

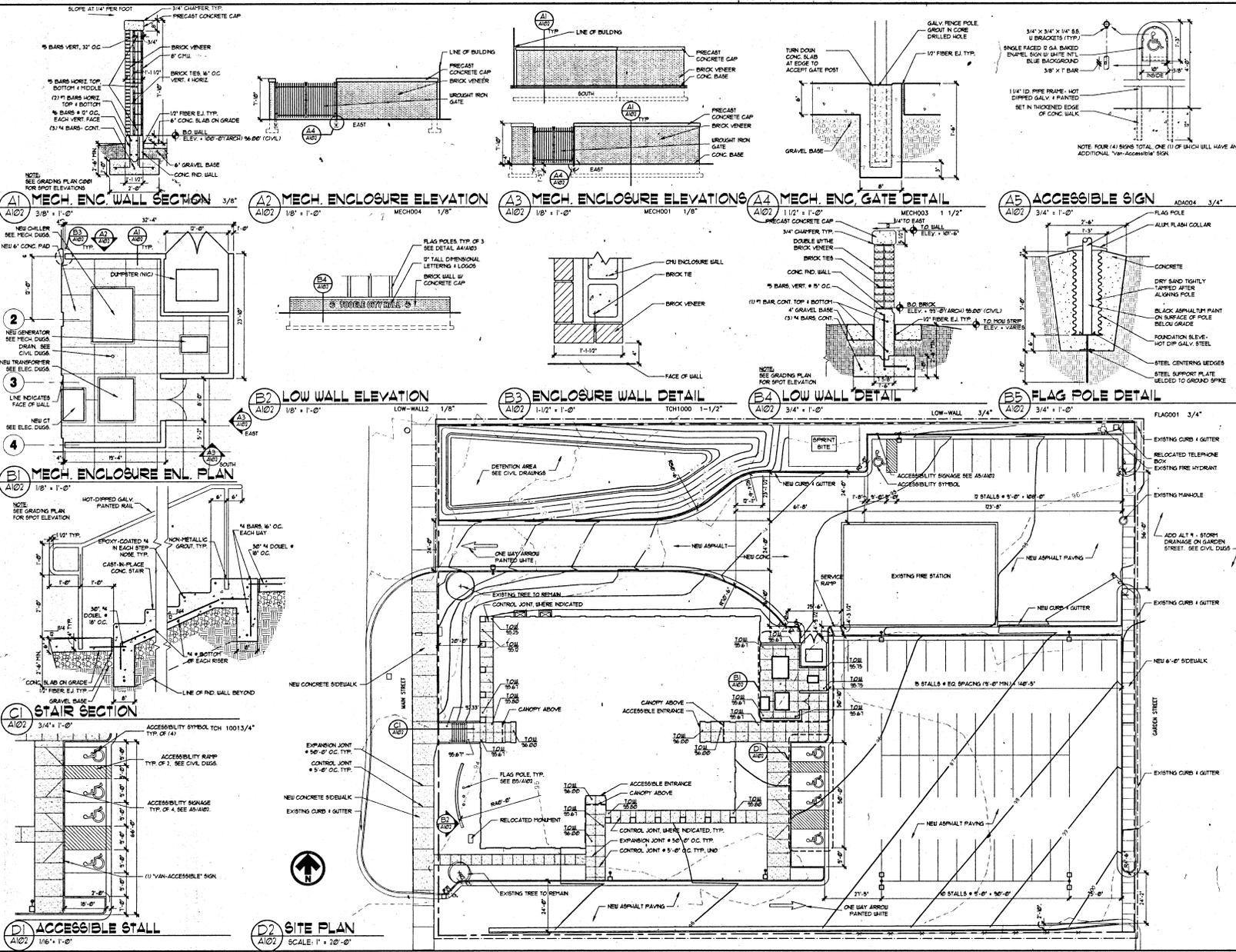
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A
City Hall Site Plan



HART FISHER SMITH & ASSOCIATES
ARCHITECTURE PROGRAMMING

The Judge Building, Suite 410
8 East Broadway
Salt Lake City, Utah 84111
Telephone 801.596.0691
Facsimile 801.596.0693

TOOELE CITY FACILITIES CITY HALL

- GENERAL NOTES**
1. ALL DIMENSIONS ARE TO INSIDE OF CURB UNLESS NOTED OTHERWISE.
 2. ALL RADIIUS DIMENSIONS ON CORNERS ARE 1'-0" UNLESS NOTED OTHERWISE.
 3. CURB & GUTTER TO BE ASPHALT. TYPE 1" CURB. SEE CIVIL DRAWINGS.
 4. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING LANDSCAPING & SITE IMPROVEMENTS WHICH ARE TO REMAIN FREE FROM DAMAGE DURING CONSTRUCTION BOTH INSIDE AND OUTSIDE THE CONTRACT LIMIT LINE. CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGED ITEM OR SITE IMPROVEMENTS AS SPECIFIED. OR IF NOT SPECIFIED, TO MATCH EXISTING ADJACENT CONSTRUCTION.
 5. CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL UTILITIES & SITE IMPROVEMENTS WHICH ARE AFFECTED BY, OR WHICH TIE-IN WITH NEW CONSTRUCTION.
 6. PROVIDE TEMPORARY 6'-0" (MIN) HIGH CHAINLINK FENCE & CONTRACT LIMIT LINE COMPLETE WITH GATES AS REQUIRED. UNLESS NOTED OTHERWISE.
 7. EXISTING ROADS, PARKING, SERVICE DRIVES & SIDEWALKS SHALL REMAIN ACCESSIBLE & BE KEPT CLEAR OF CONSTRUCTION EQUIPMENT, MATERIALS, ETC. & OTHER DEBRIS.
 8. FIRE STATION TO REMAIN OPERATIONAL THROUGHOUT CONSTRUCTION ACTIVITY. SEE CONSTRUCTION PHASING PLAN ON SHEET A103.
 9. SEE SHEET A103 FOR LANDSCAPING IMPROVEMENTS.
 10. FOR ADDITIONAL WORK OUTSIDE OF LIMIT LINES SHOWN SEE CIVIL DGS.



| NO. | REVISIONS |
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SITE PLAN

DATE: 2 MARCH 1999
DRAWN BY: CRB/MCL
CHECKED BY: EUS
HFS PROJECT NO: SB0104
CLIENT PROJECT NO:
SHEET NO:

A102