
PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council & the Municipal Building Authority of Tooele City will meet in a Work Session, on Wednesday, March 20, 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 2019-20** A Resolution of the Tooele City Council Authorizing the Disposal of Lost or Mislaid Personal Property
Presented by Chief Ron Kirby
- **MBA Resolution 2019-01** A Resolution of the Municipal Building Authority of Tooele City, Utah Approving Construction Contracts with Big-D Construction Corp. for the Construction of the New Tooele City Police Station
Presented by Paul Hansen
- **Resolution 2019-23** A Resolution of the Tooele City Council Giving Notice of Tooele City's Intention to Prepare Updated Impact Fee Facilities Plans and Impact Fee Analyses City-Wide, and Approving a Contract with Lewis Young Robertson & Burningham to Prepare the Updated Plans and Analyses
Presented by Mayor Debbie Winn
- **Resolution 2019-21** A Resolution of the Tooele City Council Appointing Amanda Graf to the Administrative Control Board of the North Tooele City Special Service District
Presented by Councilmember Melodi Gochis
- **Resolution 2019-24** A Resolution of the Tooele City Council Approving a Purchase and Financing Documents with Yamaha Motor Finance Corporation for the Purchase of 80 New Golf Carts
Presented by Brian Roth
- **Resolution 2019-22** A Resolution of the Tooele City Council Approving and Ratifying a Contract with LTS Enterprises LLC for the Construction of a New Deck at the Tooele Valley Museum
Presented by Darwin Cook
- **Resolution 2019-19** A Resolution of the Tooele City Council Approving a Contract with the Tennis & Track Company to Install Pickelball Courts at Elton Park
Presented by Darwin Cook
- **Resolution 2019-25** A Resolution of the Tooele City Council Approving an Agreement with Broderick & Henderson to Construct Public Restrooms at the City Park at 200 West & Vine Street
Presented by Darwin Cook
- **Resolution 2019-26** A Resolution of the Tooele City Council Approving & Ratifying an Agreement with State Fire DC Specialties LLC for Fire Suppression System Upgrades at the Tooele City Water Reclamation Facility
Presented by Steve Evans

- **Subdivision Final Plat** for the Skyline Ridge, Phase 1 Application by Todd Castagno, Located at 1430 East Skyline Drive in the R1-14 Residential Zoning District for the Purposes of Creating 25 Single-Family Residential Lots
Presented by Jim Bolser
 - **Ordinance 2019-04** An Ordinance of the Tooele City Council Reassigning the Zoning Classification to the MDR Medium Density Residential Zoning District for 16.4 Acres of Property Located at 600 West and 650 West Utah Avenue
Presented by Jim Bolser
 - **Ordinance 2019-05** An Ordinance of Tooele City Vacating a Public Easement Associated With Frank's Drive
Presented by Jim Bolser
 - **Ordinance 2019-08** An Ordinance of Tooele City Amending Tooele City Code Chapter 7-1, Chapter 7-4, Chapter 7-11A, Chapter 7-13, Chapter 7-14, Chapter 7-15, Chapter 7-15A, Chapter 7-16, and Chapter 7-29 Regarding Multi-Family Zoning Districts, Allowable Uses, Design Standards, Supplemental Provisions, and Associated Technical Amendments
Presented by Jim Bolser
 - **Accessory Dwelling Units**
Presented by Roger Baker & Andrew Aagard
 - **Report on 2019 National League of Cities Conference**
Presented by Councilmembers Brad Pratt & Scott Wardle
- 4. Close Meeting**
- Litigation and Property Acquisition
- 5. Adjourn**

Michelle Y. Pitt
Tooele City Recorder

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

TOOELE CITY CORPORATION

RESOLUTION 2019-20

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE DISPOSAL OF LOST OR MISLAID PERSONAL PROPERTY.

WHEREAS, in the regular course of business, the Tooele City Police Department comes into possession of substantial quantities of lost, misplaced, and unclaimed personal property including currency; and,

WHEREAS, Utah Code Chapter 77-24a governs the disposal of such unclaimed personal property, which property may be sold, destroyed, or applied to a public interest use (i.e., used by the police department as authorized by the City Council, or donated to a registered Utah nonprofit charity); and,

WHEREAS, prior to disposing of unclaimed personal property, the police department must comply with the notice procedures described in U.C.A. §§77-24a-4 and -5; and,

WHEREAS, Tooele City Police Department has exercised all required due diligence in attempting to identify owners and to return property; and,

WHEREAS, attached to this Resolution as Exhibit A is a letter summarizing the unclaimed funds which the police department seeks City Council authorization to apply to a public interest use:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the unclaimed funds detailed in the attached Exhibit A are hereby authorized for the following disposition:

- (a) application to a public interest use;

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter, except that the unclaimed personal property listed in Exhibit A may not be disposed of until nine days after the date of publication and posting referred to above and required by U.C.A. §77-24a-5(1).

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

Approved as to Form:

Roger Baker, City Attorney

Exhibit A

Letter from the Tooele Police Department
summarizing the unclaimed funds.

January 18, 2019

To: Chief Ron Kirby

Cc: Captain Adrian Day

From: Lt. Jason Potter

Subject: Evidence Trust Account 70 Fund

Chief Kirby,

As of January 2, 2019, there is a balance of \$24,423.86 in the Evidence Trust Account 70 Fund. Of that amount, \$21,040.17 has been in the account since 2/28/2010. Efforts have been made by this agency since 2015 to identify any persons who may have an ownership interest in these funds. All of these funds were from cases that dated ten years ago to as far back as the 1990's. Due to one antiquated report management system that no longer functions (CRIS) and NETRMS, which at that time was not used to book evidence, it has been difficult to identify all the persons involved in these cases. Every effort has been made to locate any relevant cases by searching paper reports in archives, manually searching digital report databases, going through old evidence logs and records. Those who we were able to identify were sent letters in 2015 giving them 90 days to claim their funds. Cases where owners could not be identified were listed in the local newspaper, posted at city hall and the police station, and the Utah Public Notice Website as unclaimed property per Utah Statute 77-24a-5. It has now been three years since those letters were sent out and I believe those who wanted to claim their funds would have done so. I also believe that since the cases where these funds were generated are more than 10 years old, anyone who had any interest in filing a claim for those funds would have come forward by now. Based on this, I believe the city should move forward with drafting a resolution to transfer these funds, \$21,979.58, to public interest use.

As for the remaining \$3,383.69, those funds have been in the account since 10/26/2015. Letters have been sent to owners who were able to be identified to pick up their funds and public notices have been listed in the local newspaper, city hall and the police station, and the Utah Public Notice Website per Utah Statute 77-24a-5 for the unclaimed funds. To this date the money has not been claimed. At this point I am recommending that the \$3,383.69 also be added to the resolution to transfer the funds to public interest use.

Sincerely,

Lt. Jason Potter

MUNICIPAL BUILDING AUTHORITY OF TOOELE CITY, UTAH

RESOLUTION 2019-01

A RESOLUTION OF THE MUNICIPAL BUILDING AUTHORITY OF TOOELE CITY, UTAH APPROVING CONSTRUCTION CONTRACTS WITH BIG-D CONSTRUCTION CORP. FOR THE CONSTRUCTION OF THE NEW TOOELE CITY POLICE STATION.

WHEREAS, Tooele City has resolved to build a new police station to replace its current police station located in aging former auto parts store, which has housed the Tooele City Police Department since the 1980s; and,

WHEREAS, the Municipal Building Authority of Tooele City, Utah (MBA) has obtained a loan from the State of Utah's Community Impact Board (CIB) for construction of the new police station (see MBA Resolution 2018-01, approved September 5, 2018); and,

WHEREAS, Tooele City raised taxes beginning fiscal year 2019-20 to fund repayment of the CIB loan; and,

WHEREAS, Tooele City retained JRCA architects for the design of the new police station (see Tooele City Resolution 2018-41, approved June 20, 2018); and,

WHEREAS, Tooele City has entered into various contracts for pre-construction activities, including with Rocky Mountain Power for removal of existing power infrastructure, Dominion Energy for removal of existing natural gas infrastructure, Jeremy Candelario for installation of conduit for new power and communications infrastructure, Paul Hansen Associates for project design and construction management services, and BIG-D for pre-construction services; and,

WHEREAS, following a competitive big process in which Big-D Construction submitted to Tooele City the lowest and best bid for the construction management of the new police station contract, the MBA desires to enter into construction and construction management contracts with Big-D for construction of the new police station; and,

WHEREAS, the efficient and economical management of the police station construction project and contracts is an important governmental purpose and in the best interest of Tooele City:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH that the contract documents attached hereto as Exhibit A are hereby approved, and that the MBA Chair is hereby authorized to execute the same.

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

IN WITNESS WHEREOF, this Resolution is passed by the Board of the Municipal Building Authority of Tooele City, Utah, this ____ day of _____, 2019.

TOOELE CITY MBA

(For)

(Against)

ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

EXHIBIT A

A133-2009

(Standard Form of Agreement between Owner and
Construction Manager as Constructor)

A201-2007

(General Conditions of the Contractor for Construction)

A133 Exhibit A-2009

(Guaranteed Maximum Price Amendment)

A133 Exhibit B-2009

(Fee Proposal)

A133 Exhibit C-2009

(Guaranteed Maximum Price Clarifications and Detail)

A133 Exhibit D-2009

(Milestone Schedule)

TOOELE CITY CORPORATION

RESOLUTION 2019-23

A RESOLUTION OF THE TOOELE CITY COUNCIL GIVING NOTICE OF TOOELE CITY'S INTENTION TO PREPARE UPDATED IMPACT FEE FACILITIES PLANS AND IMPACT FEE ANALYSES CITY-WIDE, AND APPROVING A CONTRACT WITH LEWIS YOUNG ROBERTSON & BURNINGHAM TO PREPARE THE UPDATED PLANS AND ANALYSES.

WHEREAS, impact fees are governed by Utah Code Chapter 11-36a and Tooele City Code Chapter 4-15; and,

WHEREAS, the imposition of impact fees requires both an impact fee facilities plan and an impact fee analysis for each impact fee imposed; and,

WHEREAS, Tooele City charges impact fees for culinary water, sanitary sewer, parks and recreation, public safety (police), and public safety (fire) system improvements; and,

WHEREAS, before a municipality can enter into a contract for the preparation of an impact fee facilities plan or an impact fee analysis, the municipality must provide notice under UCA Section 11-36a-501 and -503, which the City Recorder has done; and,

WHEREAS, Tooele City has utilized the financial and planning services firm of Lewis Young Robertson & Burningham (LYRB) for its impact fee facilities plans and impact fee analyses for a number of years; and,

WHEREAS, LYRB has submitted a cost proposal to the City of \$58,150 to update Tooele City's impact fee facilities plans and impact fee analyses (see Exhibit A); and,

WHEREAS, the City Administration recommends that LYRB be retained to update Tooele City's impact fee facilities plans and impact fee analyses; and,

WHEREAS, due to changes in the market price of system improvements construction, including labor and materials, the demands of new growth, the construction of system improvements, and planning for new system improvements, it is advisable to update impact fee facilities plans and impact fee analyses from time to time, with a recommendation of at least every five years; and,

WHEREAS, the cost of LYRB's services will be paid for with impact fee funds on a proportionate basis:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to execute a contract with LYRB to update Tooele City's impact fee facilities plans and impact fee analyses for a sum of \$58,150.

This Resolution is in the best interest of the general welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the 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

LYRB Cost Proposal

IMPACT FEE FACILITIES PLAN AND IMPACT FEE STUDY

TOOELE CITY, UTAH

FOR PARKS AND RECREATION, CULINARY WATER,
SEWER, AND PUBLIC SAFETY

SEPTEMBER 2017
LEWIS YOUNG ROBERTSON & BURRINGHAM, INC.

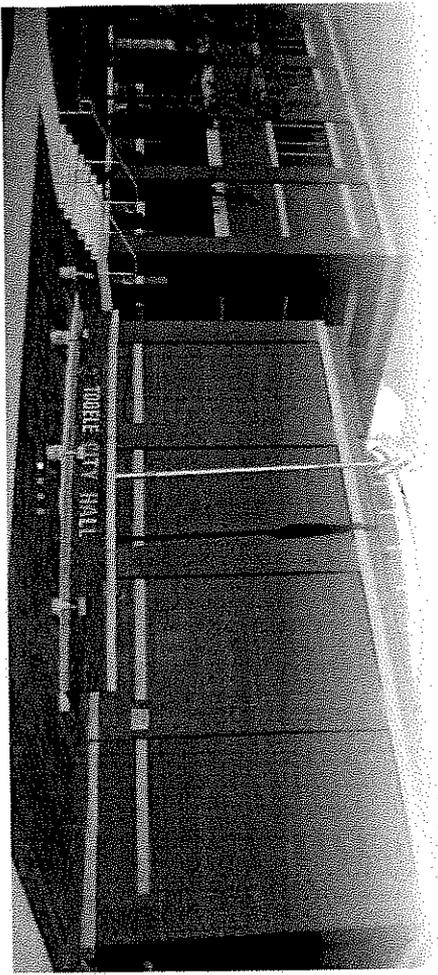


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TAB 1: LETTER OF TRANSMITTAL

September 1, 2017
City of Tooele – Mayor’s Office
50 North Main Street
Tooele, UT 84074

RE: PROPOSAL FOR IMPACT FEE FACILITIES PLANS (IFFP) & IMPACT FEE STUDIES (IFA)

Dear Mayor and City Staff:

On behalf of Lewis Young Robertson & Burningham, Inc. (“LYRB”), we are pleased to submit this proposal to serve Tooele City (the “City”) in revising, updating and modifying the City’s development impact fees. The professionals at LYRB have represented public and private clients for more than three decades and have served the City in the capacity of financial advisor for the past two decades. As you know, we are committed to our municipal clients and have expanded our services to include impact fee facility planning and analysis. We recognize that impact fees are an important public finance tool for local government and requires expertise and knowledge to assist the City in meeting the regulatory and compliance requirements of state law.

The primary contract and team assigned to this engagement will include Jason Burningham, as lead consultant, with analytical support from Fred Philpot and Teresa Pirkal. Shown below is our Team contact information:

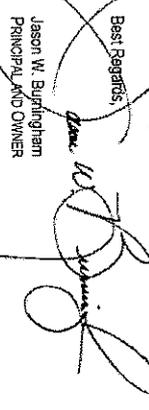
JASON BURNINGHAM, PRINCIPAL
[E] JASON@LWRSYOUNG.COM
FRED PHILPOT I.V., VICE PRESIDENT
[E] FRED@LWRSYOUNG.COM
TERESA PIKRAL, ANALYST
[E] TERESA@LWRSYOUNG.COM

LYRB, INC.
41 NORTH RIO GRANDE STREET, SUITE 101 SALT
LAKE CITY, UTAH 84101
[P] 801.586.0700

The attached proposal outlines our recommended scope of work, our experience, estimated cost, and proposed timeframe. LYRB will comply with all terms and conditions as outlined under the current Utah Impact Fees Act (11-35a). The following summarizes the key strengths of LYRB and its Team.

- ☒ **Knowledge of the City:** Our Team is well acquainted with the City and has previously completed capital facilities planning, rate studies and impact fee analyses for the City. This depth of historical knowledge will allow the LYRB Team to provide the City with the most defensible and accurate analysis.
- ☒ **Specialized Expertise with IFFP and IFA Requirements:** Our Team understands the inputs that are necessary for a defensible IFFP and IFA. These inputs include, but are not limited to, the historic funding of existing facilities, level of service variables, zoning information, and capital facilities.
- ☒ **Defensible Methodology and Approach:** LYRB will implement an approach that is concise and defensible. We reference all source information and provide formulas to ensure the information can be verified.
- ☒ **Comprehensive Review of Planning Information:** We take additional time at the beginning phase of the impact fee process to review existing capital facility plans, master plans, and other planning documents.
- ☒ **Practical Experience:** Our Team is experienced. We have completed hundreds of fee studies (such as water & sewer rates, impact fee studies, business license fee studies, etc.) for entities of all sizes. This experience provides peace of mind to the City, as we are prepared to address all impact fee issues that may arise.

Should you have any questions regarding our proposal or additional services, please feel free to contact us. We look forward to working with you.

Best Regards,

Jason W. Burningham
PRINCIPAL AND OWNER

TAB 2: EXECUTIVE SUMMARY

LYRB understands that it is the City’s intent to update, revise, and modify its current impact fees and structure. LYRB’s team has the ability to expertly perform the proposed scope. Below we offer a brief statement regarding additional considerations related to our qualifications and experience for this engagement.

☒ **Team Qualifications:** LYRB has been involved in the completion of hundreds of fee studies and has completed several projects for the City of Tooele. This history gives LYRB a thorough understanding of what the City needs to establish defensible impact fees. Jason will serve as project manager, with support from Mr. Philpot, who has regularly presented to city councils on impacts fees, user rates, financial sustainability, transportation analysis and recreation topics. He specializes in developing intuitive models and defensible impact fee studies that allow policy makers to understand the implications of policy decisions.

☒ **Availability:** The Team at LYRB is ready to hit the ground running. All Team members are located in Salt Lake or Utah County and are easily accessible via phone, email or for in person meetings. Our approach is to provide City staff and decision makers the resources to make informed decisions.

☒ **Cost:** Our proposed fee is designed to provide all necessary information to the City without cutting corners. Our fee is all-inclusive and we will not exceed our proposed budget unless there is consent from the City based on mutual agreement. Our fee includes all necessary meetings with staff (in person) throughout the study.

☒ **Organization and Approach:** Our experience helps us understand the needs of municipalities as it relates to ensuring the establishment of defensible impact fees. We fully understand the components that are necessary to develop an accurate impact fee facilities plan and analysis. We also understand the pitfalls of the impact fee process and will help the City navigate these challenges.

The combined fee to complete this scope of services is estimated at \$53,150.

Key elements of our approach include:

- ☒ LYRB will draft the IFFP and IFA documents, with assistance from the City and its engineers. During the preproposal meeting, City staff indicated that much of the engineering data and analysis has been completed in the master plan process, can be completed in house, or will be subcontracted as needed. As such, LYRB has not included an engineer on our team. If additional engineering services are needed to complete the IFFP process, LYRB will work with the City’s chosen engineer or provide recommendations of engineers who specialize in the given area, whichever the City prefers.
- ☒ Our approach will maintain growth assumptions across all fee categories, ensuring defensible impact fees.
- ☒ LYRB will facilitate the presentation of all data and findings through work sessions with the Council, work sessions with the stakeholder working group (including members of the development community) and through the final public hearing.

TAB 3: DETAILED DISCUSSION

A. CONSULTANT'S AND/OR SUB-CONSULTANTS' UNDERSTANDING OF PROJECT REQUIREMENTS

Due to our depth of experience in the Utah market, LYRB is the most qualified and well-suited firm to provide the scope of services to the City. Our approach will produce defensible impact fee documents that will allow City staff and the Council to make informed decisions. The following tasks summarize our proposed approach:

OBJECTIVES

1. Fulfill all requirements established in Utah Code Section 11 Chapter 36a (the Impact Fee Act);
2. Independently assess and evaluate the City's services;
3. Evaluate existing facility master plan, including the level of service standard;
4. Provide the City with a IFFPs that address the required six (6) year planning window and a 10-year planning window for capital facilities planning;
5. Conduct IFAs and calculate impact fee schedules for services;
6. Provide the City with the maximum allowable impact fees and structures that meet the objectives of the City;
7. Conduct periodic coordination meetings with City staff and designees to review progress and discuss issues;
8. Provide comparative analysis of all legislation, fees, and practices to determine and propose the most current best practices and regional practices;
9. Notify and solicit input from public stakeholders (major land owners, builders, developers, etc.); and,
10. Present the completed plans for adoption to the City's Executive Staff and City Council.

TASK SUMMARY

1. Project Initiation & Kick-off Meeting
2. Review Existing Master Plan, Capital Improvement Plan and Historic Studies
3. Complete All Requirements Related to Drafting of IFFPs
4. Complete All Requirements Related to Drafting of IFAs
5. Provide Written IFFP and IFA Analysis
6. Assist with Noticing of IFFPs and IFAs
7. Present Final Recommendations and Findings in Work Session and Public Hearing

B. KEY PERSONNEL WHO WILL BE ASSIGNED TO THE PROJECT, INCLUDING QUALIFICATIONS

The primary contact and signatory of this proposal is Jason Burningham. Shown below is our contact information:

LYRB TEAM

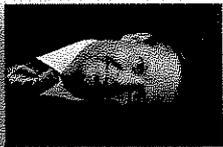
LYRB, INC.
 41 NORTH RICE CREEK STREET, SUITE 101, SALT LAKE CITY, UTAH 84101
 (P) 801.526.0700

JASON W. BURNINGHAM, PRINCIPAL
 (E) JASON@LAWYRBO.COM

FRED PHILPOT IV
 (E) FRED@LAWYRBO.COM

TERESA PIRKAL
 (E) TERESA@LAWYRBO.COM

The LYRB staff dedicated to this project include Jason Burningham as Principal, Fred Philpot as project lead and Teresa Pirkal as project analyst. Each team member has extensive experience with impact fee studies, municipal fee studies, cost of service studies, feasibility analysis, utility rate studies, etc. See Appendix A for further details.



JASON W. BURNINGHAM
 PRINCIPAL
 Mr. Burningham is an owner and principal of Lewis Young Robertson & Burningham, Inc. (LYRB), the premier Financial Advisory firm located in Salt Lake City. Mr. Burningham led the initiative and development of creating a full-service financial consulting and advisory practice focusing on local governmental entities. Mr. Burningham is the Financial Advisor to scores of local municipalities, counties and special districts. Over the past decade, Mr. Burningham has successfully coordinated the structuring of nearly \$3 billion representing more than 300 transactions including general obligation, revenue, lease revenue, tax increment, and special improvement district bonds.

Mr. Burningham holds a Series 7, 8, 24, 50 and 63 license. He received a Bachelor of Science in Finance University of Utah, Cum Laude.

Role: Mr. Burningham will serve as project manager.

FRED PHILPOT, VICE PRESIDENT
 Fred Philpot joined Lewis Young Robertson & Burningham, Inc. in 2006. He specializes in financial modeling, fund analysis, forecasting taxable value, legislative research, capital facility planning and utilization, staffing ratios, and the allocation of state and federal funding. Recently, Mr. Philpot completed impact fees for Salt Lake City, Eagle Mountain, Centerville, Jordan Valley Water Conservancy District, Pleasant Grove, South Davis Metro Fire Agency, South Salt Lake, South Jordan, and others. His work on these projects involved capital facility planning for emergency services (police, fire, EMS), water services, transportation, and parks and recreation. Mr. Philpot also completed the 2015-2016 Sewer Rate Analysis, 2013 Sewer and Water Impact Fee Review and the 2012 Transportation Impact Fees for Provo.

Role: Mr. Philpot will complete all impact fee analysis, model development, attend all meetings and present findings. In addition, he will facilitate the drafting of the IFFP and IFA.



TERESA PINKAL
ANALYST

Teresa Pinkal joined Lewis Young Robertson & Burningham, Inc. in 2015. Ms. Pinkal recently completed a municipal services tax feasibility study for Box Elder County, an incorporation feasibility study for Cedar Highlands and a comprehensive financial sustainability plan and tax increment modeling for the Military Installation Development Authority. Prior to joining LYRB, Ms. Pinkal facilitated the Utah Governor's Office of Energy Development Finance programs related to energy efficiency, as well as served as the office administrator for the Utah Governor's Office. Ms. Pinkal holds a Master of Public Administration degree from Brigham Young University.

Role: Ms. Pinkal will assist with data collection, geocoding of call data, model development, and documentation.

Our team is dedicated to meeting the needs of the City. While we will be engaged in other projects, we will allocate necessary resources to meet our proposed timeline. We do not anticipate that current workloads and availability for other activities will compromise our ability to complete the stated tasks. We do not anticipate the need for any outside support.

C. EXPERIENCE WITH SIMILAR PROJECTS INCLUDING REFERENCES

The LYRB Team has completed a broad range of rate studies and financial plans. Provided below are a few similar examples along with references that show the breadth of our work and experience. We encourage you to call all of our references, as they will attest to the value our work has provided their communities. We have also provided references that illustrate our experience in a variety of fields as it relates to ensuring revenue sufficiency and sustainability. Each of these projects were completed on time and within budget.

SALT LAKE CITY, UT IMPACT FEE STUDIES, 2016

LYRB recently completed impact fee facilities plans and impact fee studies for parks and recreation, transportation, and public safety services for Salt Lake City.

Contact:

Mike Akerlow, Housing and Neighborhood Development Director
801.535.7777
Michael.Akerlow@slccity.com

SOUTH SALT LAKE, UT CULINARY WATER, SEWER AND PARKS AND RECREATION IFPP AND IFA, 2016

LYRB is currently updating the City's impact fees for parks and recreation and recently updated the water and sewer impact fees. The City did not previously charge impact fees, but due to redevelopment, an impact fee was adopted to ensure that new development contributed toward the expansion of the system.

Contact:

Dennis Pay, Public Works Director
801.483.6045
dpay@southsaltlakecity.com

SOUTH JORDAN, UT IMPACT FEE STUDIES, 2005-2013

The City of South Jordan serves a population of approximately 59,366. LYRB has performed numerous impact fee studies for the City of South Jordan. Studies include impact fee analyses for parks and recreation, public safety, roadway, storm water, and culinary water.

Contact:

Don Tingey, Community Development Director
801.254.3742
dtingey@slccity.gov

CENTREVILLE CITY, CULINARY WATER & STORM DRAIN RATE AND IMPACT FEES, 2013-2015

LYRB recently completed a CFSIP Utility Rate, IFPP, and IFA for the Centerville City Culinary Water and Storm Drain system. LYRB provided a model that allowed City staff and the Council to evaluate multiple scenarios employing a pay-

as-you-go approach or the utilization of bonding. This allowed the City to determine the appropriate course of action relative to their specific needs. On March 17, 2015, the City approved Resolution No. 2015-04 increasing drainage rates to fund future capital improvement needs and ensure revenue sufficiency.

Contact: Steve Thacker, City Manager

801.255.3477
stever@centervilleut.com

SOUTH VALLEY SEWER DISTRICT IMPACT FEES, 2016

South Valley Sewer District retained LYRB in 2016 to provide an update to the District's sewer impact fees.

Contact:

Craig White, General Manager
(801) 571-1166, craigw@svssewer.com

ST. GEORGE, UT IMPACT FEE STUDIES, 2005-2006, AND 2014

LYRB performed impact fee studies for the City of St. George in 2005-2006 and in 2014. Impact Fee analyses included streets, storm water, energy, water, wastewater, leisure services, and public safety. LYRB recently assisted the City update its impact fees and bring the impact fee ordinance and analyses in compliance with recent changes to State law.

Contact:

Gary Espin, City Manager
435.827.4002
gary.espin@stgcity.org

For additional qualifications and project experience for our team, see Appendix A and B.

D. SUGGESTED SCOPE OF SERVICES AND PROJECT SCHEDULE

LYRB is uniquely positioned to assist the City in the impact fee process. LYRB's broad impact fee experience with cities in Utah similar in size to Tooele including Riverton, Clearfield, Pleasant Grove, and Draper illustrates our depth of experience. The following is a detailed work plan to meet the above objectives. Our approach assumes the City will be able to provide the necessary capital facilities plan information in compliance with Title 11-38a. While some planning and modeling may be necessary in updating the IFPPs, LYRB assumes this will be done with assistance from City staff. If additional engineering services are needed to complete the IFPP process, LYRB will work with the City's chosen engineer or provide recommendations of engineers who specialize in the given area, whichever the City prefers.

PROJECT INITIATION & KICK-OFF MEETINGS

All members of the project team will attend the project initiation or "kick-off" meeting. This provides an opportunity for the team to understand, in detail, all relevant current issues & establish the appropriate lines of communication. This meeting also establishes consensus around the key issues that affect the City and the studies at hand. LYRB staff will utilize this meeting to begin the process of gathering and reviewing planning information, growth projections, historic demands, billing information, and future capital project needs.

The following tasks will be completed at the initial kickoff meeting:

- ☒ Orient staff to the project and clarify scope;
- ☒ Identify data needs and discuss existing capital facility plans/master plans;
- ☒ Jointly identify several Utah communities and regional communities of comparable demographics with impact fees for comparative analysis purposes;
- ☒ Establish consensus regarding timeframe and scheduling of project; and
- ☒ Discuss project transcript, which will include final documents, project schedule notching, contract agreements etc.

An important element of this task will be the creation of a project "transcript." The transcript serves as a warehouse of all pertinent project data (i.e. project timeline, process maps, draft reports, meeting documents, official contracts and scope of services, etc.). This data is organized in a single location, which ensures project timeliness and efficiency. LYRB will facilitate the inclusion of all final documents into the project transcript for each department and for administrative personnel.

REVIEW OF EXISTING PLANNING DOCUMENTS

A crucial step in developing defensive impact fee documents is a thorough review of the existing capital facility plans, master plans, and other planning documents and analysis. LYRB has recently completed impact fee updates for Salt Lake City, St. George, Logan, Springville, Kaysville, and Clevedale. Through this process, we have helped the cities identify strengths and weaknesses of their planning documents. Similarly, we will work with City staff to first evaluate existing planning documents and identify any additional data and analysis that will need to be completed in order to comply with the requirements of the Impact Fees Act. By taking time to review existing planning documents in the beginning phase of the impact fee process, LYRB can ensure that the actual IFFP and IFA documents are not only accurate but also defensible.

TASK 1A: REVIEW EXISTING PLANNING DOCUMENTS

LYRB will collect and review the existing Master Plans and CIPs, as well as available data on current service levels. LYRB will work with the City to identify any data needs and the approach to collect necessary information.

TASK 1B: PLANNING WORKSHOPS

In addition, LYRB will conduct two briefings or workshops to facilitate discussion of the City's infrastructure needs. Additional meetings can be added as necessary.

IMPACT FEE FACILITIES PLAN (IFFP) CREATION

According to the Impact Fees Act, local political subdivisions with populations or serving populations of more than 5,000 as of the last federal census must prepare an IFFP. As stipulated in UC 11-36a-302, the IFFP must identify the following elements before impact fees can be imposed:

- ☐ Existing and proposed level of service;
- ☐ Excess capacity which could be used to accommodate new growth;
- ☐ Demands placed upon existing public facilities by new development activity; and
- ☐ The proposed means by which the local political subdivision will meet those demands.

LYRB will work with the City to complete the IFFPs and ensure that the necessary planning documents are in place and referenced in our experience, the IFFP process is extremely collaborative. LYRB will draft the IFFP documents and the City will jointly certify the documents with LYRB.

The following tasks outline the IFFP process:

TASK 2A: DEMAND GROWTH ANALYSIS AND LEVEL OF SERVICE (LOS)

LYRB will assist the City in identifying demand and defining the existing and proposed level of service based on data and planning documents provided by the City. Specific tasks include:

- ☐ Review all assets and capital facility inventory of service based on existing depreciation schedules;
- ☐ Define service areas;
- ☐ Collect data on current land use patterns in Tooele, including the acreage and square footage of different types of uses and the numbers and types of housing units;
- ☐ Evaluate any existing projections or development trends, including population projections that indicate current direction of development in terms of physical locale and types of land use development;
- ☐ Based on the above information, generate calculations documenting current development in Tooele and the forecast of future development over the next 10 years; and
- ☐ Review the existing systems to determine historic methods of funding each service area.

TASK 2B: DETERMINATION OF EXISTING CAPACITY AND EQUITY BUY-IN

Specific tasks include:

- ☐ Based on established level of service, determine the amount of available capacity to serve future development activity (growth);
- ☐ Complete "equity" buy-in analysis to determine the appropriate and equitable amount related to current facilities costs; and
- ☐ Determine if a level of service "gap" exists which creates inequities related to the impact fees; provide a written proportionate share analysis to meet requirements in §11-36a.

TASK 2C: IDENTIFY IMPACT FEE ELIGIBLE CAPITAL FACILITIES

LYRB, with assistance from the City, will determine if any additional capital facilities or qualifying apparatus are necessary to maintain the existing level of service. LYRB will also review the City engineer's allocation of project improvements versus system improvements to ensure that only system improvements are included in the IFFPs and IFAs. Specifically LYRB will:

- ☐ Review and evaluate Tooele's long-term infrastructure requirements as defined in the most recent Master Plans, Capital Facilities Plans and other sources of information, recognizing the three sources of infrastructure demand: repair/replacement of existing facilities, deterioration of City service standards, institution of new services, and expansion of facilities for new development.
- ☐ If capital facility data does not exist or is not current, LYRB will work with staff to define the appropriate projects.

TASK 2D: IDENTIFY A FINANCING STRUCTURE FOR FUTURE CAPITAL PROJECT NEEDS

The next step of the analysis is to determine how the growth-related infrastructure will be funded. LYRB will analyze Tooele's current debt financing systems, document the extent of current indebtedness, and identify infrastructure that has been acquired with borrowed funds. Specific tasks include:

- ☐ Create a financing structure for the growth-related projects that combines debt and pay-as-you-go financing; review the historic and projected methods of funding infrastructure (i.e. federal funds, state funds, grants, etc.); and
- ☐ Review the basis for current revenue credits against the impact fees.

IMPACT FEE ANALYSIS (PROPORTIONATE SHARE ANALYSIS)

The proportionate share analysis satisfies the requirements of the Impact Fees Act found in UC 11-36a. LYRB will ensure the impact fee analysis and proportionate share analysis complies with all legislative requirements. This analysis will ensure that only the costs relating to growth related improvements are included in the calculation of the impact fees. Specific tasks include:

TASK 3A: EXCESS CAPACITY & FUTURE CAPITAL FACILITY ANALYSIS

LYRB will rely on data gathered in the tasks above to estimate the proportionate share of costs for existing capacity that will be recouped and the costs of impacts on system improvements that are reasonably related to the new development activity. In analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, LYRB shall identify, if applicable:

- ☐ The cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;
- ☐ The cost of system improvements for each public facility;
- ☐ Other than impact fees, the manner of financing for each public facility, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;

- ☞ The relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by such means as user charges, special assessments, or payment from the proceeds of general taxes;
- ☞ The relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;
- ☞ The extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;
- ☞ Extraordinary costs, if any, in servicing the newly developed properties; and
- ☞ The time-preference differential inherent in fair comparisons of amounts paid at different times.

TASK 3B: CREATE IMPACT FEE SCHEDULES

Following Task 3A, LYRB will calculate the impact fees and create impact fee schedules and formulas for calculating adjusted impact fees. Specifically LYRB will:

- ☞ Create impact fee schedules by fee type; and
- ☞ Complete comparable analysis of impact fees of other Utah communities as a basis for comparison with the City's impact fees.

TASK 3C: CASH FLOW ANALYSIS

LYRB will also prepare a cash flow analysis of impact fee funds to forecast impact fee revenues, annual growth-related costs and any revenue shortfalls.

IMPLEMENTATION

TASK 4A: PRELIMINARY FINDINGS MEETINGS

After the completion of the above items, LYRB will meet with City staff to review the preliminary findings of the models. During this meeting LYRB will:

- ☞ Review a summary of the model inputs (i.e. growth assumptions, number of customer accounts, etc.);
- ☞ Review level of service and impact fee findings;
- ☞ Review the timing of future capital improvements, the inclusion of depreciation, and how this affects revenue sufficiency;
- ☞ Present preliminary impact fee schedules; and,
- ☞ Determine additional data needs in order to prepare draft documents.

This meeting will allow LYRB to provide a status update for the project and receive any feedback regarding model assumptions. LYRB feels this meeting also provides important interaction with the City and ensures quality control. Through coordination with the City, LYRB will develop several scenarios that will address the goals of the City, while balancing political and financial constraints.

TASK 4B: PREPARE DRAFT DOCUMENTS

LYRB will prepare written IFPPs and IFAs based on the tasks above. These initial drafts will be disseminated to all related parties.

TASK 4C: ASSIST WITH NOTICING AND ENACTMENT

LYRB will assist with all noticing requirements and the drafting of the impact fee enactments. All notice records and the official enactment will be recorded in the impact fees transcript. Specific tasks include:

- ☞ Notice of intent to amend IFPPs and IFAs;
- ☞ Notice of intent to adopt a new IFAs; and
- ☞ Notice of public hearing.

TASK 4D: STAKEHOLDER OUTREACH

LYRB is skilled at reaching out to stakeholders in the community. The purpose of this element is to identify community concerns, specify project objectives to stakeholders and solicit input regarding project deliverables. LYRB is expert at ensuring the public outreach component does not eclipse the objectives of the City. We focus on educating stakeholders on these objectives to get community buy-in. LYRB proposes two Stakeholder Meetings: one (1) at the beginning of the project and one (1) to review preliminary findings.

TASK 4E: LEGISLATIVE WORK SESSION

LYRB's expertise includes presentation of detailed data to the legislative body during work sessions. This provides an opportunity to dive deeper into the analysis to review the complexities that are inherent in this type of work. LYRB focuses on presenting all assumptions in a concise manner allowing the Advisory Board, City Council and/or Mayor to absorb necessary information and make recommendations. LYRB proposes a Work Session to review substantially completed findings.

TASK 4F: PROVIDE FINAL WRITTEN IMPACT FEE ANALYSIS, TRANSCRIPT AND CERTIFICATION

The final written analysis will ensure that all elements of the Impact Fees Act (including impact fee certification) are considered. LYRB will certify the IFAs, but it is recommended that the City and LYRB jointly certify the IFPPs as these documents will be a collaborative effort. LYRB will work with legal counsel to ensure that all elements required by the Act are incorporated into the resolution and will assist in the adoption process as needed.

TASK 4G: HOLD PUBLIC HEARING AND FINAL ADOPTION OF IFPP AND IFA

LYRB will prepare a presentation of findings for the public hearing with final impact fees and rate recommendations. LYRB will present at the public hearing and will ensure the project transcript is complete following final adoption of the impact fees. The final deliverable will be the project transcript which will include the final IFPPs and IFAs.

LYRB will also provide comparable information for surrounding communities as needed, to help City Staff educate the public about the proposed impact fees. LYRB personnel will attend all necessary City Council meetings, public hearings, and work sessions. LYRB will present the study and recommendations to City Staff, the City Council, and stakeholders, in order to answer questions and address any concerns that may arise.

PROPOSED TIMELINE FOR ALL TASKS

Upon acceptance of this proposal, LYRB will meet with the City in an initial kick-off meeting and further discuss the project scheduling. The time required to complete this analysis is contingent upon the availability of City staff to provide all required information to complete the consulting project. LYRB will review the proposed scope and deliverables with the City to clarify and finalize appropriate deadlines. Factors that may extend the project timeframe include additional stakeholder meetings and public outreach initiatives. LYRB will work with the City to incorporate any additional planning and outreach efforts into the project timeline.

It is anticipated that project will require 3-6 months to complete.

TAB 4: COST PROPOSAL

The combined fee to complete this scope of services is estimated at \$56,150. This includes the completion of an IFFP and IFA for parks and recreation, culinary water, sewer, and public safety facilities.

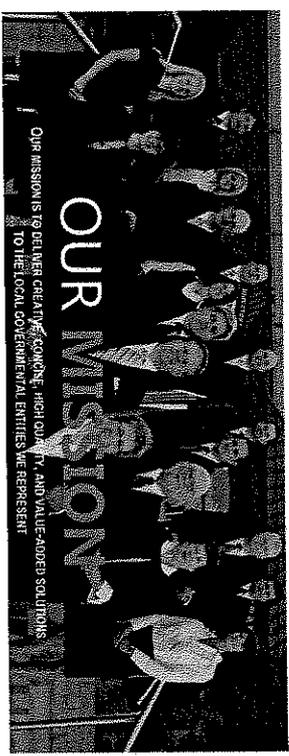
Proposer's Title	Principal	Senior Analyst	Analyst	Total
Hourly Rate	\$200.00	\$150.00	\$100.00	
Project Initiation & Kick-off Meeting	2.00	4.00	4.00	1,400.00
Task 1a: Review Existing Planning Documents	-	8.00	4.00	1,600.00
Task 1b: Planning Workshops	-	8.00	4.00	1,600.00
Task 2a: Demand Growth Analysis and Level of Service (LOS)	-	15.00	10.00	3,250.00
Task 2b: Determination of Existing Capacity and Equity Buy-in	-	15.00	10.00	3,250.00
Task 2c: Identify Impact Fee Eligible Capital Facilities	1.00	20.00	8.00	4,000.00
Task 2d: Identify a Financing Structure for Future Capital Project Needs	1.00	20.00	8.00	4,000.00
Task 3a: Excess Capacity & Future Capital Facility Analysis	-	40.00	12.00	7,200.00
Task 3b: Create Impact Fee Schedules	1.00	25.00	8.00	4,750.00
Task 3c: Cash Flow Analysis	-	25.00	8.00	4,550.00
Task 4a: Preliminary Findings Meetings	-	10.00	5.00	2,000.00
Task 4b: Prepare Draft Documents	1.00	10.00	20.00	3,700.00
Task 4c: Assist with Noticing and Enactment	-	2.00	3.00	600.00
Task 4d: Stakeholder Outreach	-	10.00	4.00	1,900.00
Task 4e: Legislative Work Sessions	1.00	12.00	8.00	2,800.00
Task 4f: Provide Final Written Impact Fee Analysis, Transport and Certification	1.00	12.00	12.00	3,200.00
Task 4g: Hold Public Hearing and Final Adoption of IFFP and IFA	1.00	4.00	4.00	1,200.00
Total	11.00	265.00	162.00	\$58,150.00

Our team is dedicated to meeting the needs of the City. While we will be engaged in other projects, we will allocate necessary resources to meet our proposed timeline. We do not anticipate that current workloads and availability for other activities will compromise our ability to complete the stated tasks.

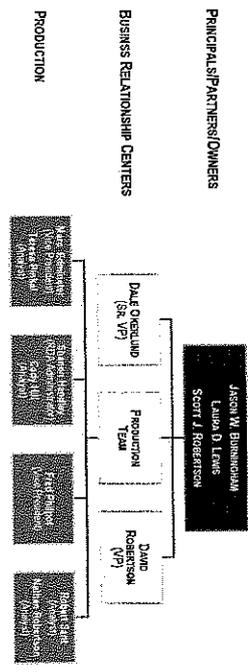
TAB 5: COMPANY INFORMATION & FINANCIAL REPORT

COMPANY INFORMATION

LYRB, Inc. Lewis Young Robertson & Burningham, Inc. ("LYRB" or the "firm") was founded in 1995 to address local governments' unmet needs for unbiased, professional project financing advice. At the time, banks and underwriters whose corporate goals were often at odds with the same local governments they claimed to represent were underserving local governments. LYRB was specifically founded as an independent municipal financial advisory firm to correct that asymmetry. It continues to provide local governments throughout Utah with innovative, cost-effective financing solutions for public capital improvement projects. From its original focus on financial advisory services, the firm has grown by expanding the services it provides to its local government clients in response to those clients' needs and requests. Today we remain the only full-service independent municipal financial advisory firm located in, and focused on, Utah.



The professionals at LYRB have represented public clients for more than three decades and have established LYRB as a leading consulting and financial advisory firm, specializing in public finance, impact fee analysis, rate studies, economic consulting, and planning. Following is an organization chart of LYRB, which depicts the interrelationships, and line of authority for the firm.



FINANCIAL REPORT

Due to confidentiality issues, a detailed audited financial report can be provided to the City if our Team is selected.

APPENDIX A: TEAM RESUMES

JASON W. BURNINGHAM

PRINCIPAL
 Mr. Burningham is an owner and principal of Lewis Young Robertson & Burningham, Inc. (LYRB), the premier Financial Advisory firm located in Salt Lake City. Mr. Burningham led the initiative and development of creating a full-service financial consulting and advisory practice focusing on local governmental entities. Mr. Burningham is the Financial Advisor to scores of local municipalities, counties and special districts. Over the past decade, Mr. Burningham has successfully coordinated the structuring of nearly \$3 billion representing more than 300 transactions including general obligation, revenue, lease revenue, tax increment, and special improvement district bonds.



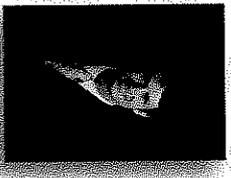
He currently represents many high growth and development impacted areas throughout the State of Utah, including St. George and Washington County surrounding areas, southern Davis County communities including Bountiful, Centerville, North Salt Lake, Woods Cross and West Bountiful, northern Utah County (Lehi, Eagle Mountain, Alpine, Pleasant Grove, Lindon and American Fork), Mountain Regional Water Special Service District (Summit County), and Salt Lake Valley communities such as, South Jordan, Blundade, Herriman, Cottonwood Heights, Holladay City and Sandy City.

EXPERIENCE

- ▣ Development of Comprehensive Financial Sustainability Plans to assist local governments in prioritizing capital projects, identifying methods of repayment, and modeling of multi-year cash flows.
- ▣ User rate and impact fee services, which includes modeling of all future revenues, expenditure, and capital outlay for each government and business-type fund.
- ▣ Structuring and marketing of debt for many local governments including General Obligation Bonds, Utility Revenue Bonds, Excise Tax Bonds, Special Assessment Bonds, and other local government bonds. This has included marketing bonds on the public and private markets.
- ▣ Credit shaping services including the development and implementation of plans to qualify, enhance, and/or secure an investment grade credit rating from the major credit agencies.
- ▣ Economic development services including the creation of Project Areas (URAs, EDAs, and CDAs), Development of incentive packages and coordination of State incentives.

FRED PHILPOT, VICE PRESIDENT (LYRB, INC.)

Mr. Philpot received a Bachelor of Science from Utah State University and a graduate of the Master of Public Administration program from Brigham Young University. He emphasized in quantitative analysis and government administration.



Fred Philpot joined Lewis Young Robertson & Burningham, Inc. in 2006. He participated in several rate studies for clients across the state including Centerville, Provo, Garden City and Orem, as well as for other local entities like Hooper Water Improvement District. He specializes in financial modeling, fund analysis, forecasting taxable value. His analysis also includes legislative research, capital facility planning and utilization, staffing ratios, and the allocation of state and federal funding.

Mr. Philpot has been involved in projects regarding economic development, impact fee analysis, feasibility studies, and comprehensive financial planning. Recently, Mr. Philpot completed impact fees for Eagle Mountain, Centerville, Jordan Valley Water Conservancy District, Pleasant Grove, South Davis Metro Fire Agency, South Salt Lake, South Jordan, and others. His work on these projects involved capital facility planning for emergency services (police, fire, EMS), water services, transportation, and parks and

recreation. Mr. Philpot is currently working with Salt Lake City on their impact fee related to public safety, transportation and parks. Additional work experience includes economic development, feasibility studies, and comprehensive general planning for Tooele County, South Jordan, Mapleton, and Midway.

RELEVANT EXPERIENCE

- In addition to the project experience listed above, Mr. Philpot has a broad range of consulting expertise, including:
- ▣ Has been involved in projects regarding economic development, feasibility studies, and comprehensive general planning.
 - ▣ Completed rates studies and financial plans for Orem City, Centerville City, Hooper Water Improvement District, South Valley Sewer District and South Valley Water Reclamation Facility
 - ▣ Business license fees for North Ogden, Taylorsville, Provo, Roy, and North Salt Lake
 - ▣ Analysis of Community Development Areas (CDAs), Urban Renewal Areas and Economic Development Areas (EDAs)
 - ▣ Annexation Feasibility Study and Policy Plan Update for Tooele City. The project involved an analysis of land uses, municipal services, geological conditions, and projected growth for proposed annexation areas.
 - ▣ Economic development analysis for Tooele County and South Jordan. The economic analysis considered existing and future land-use information to determine appropriate commercial growth. The analysis also considered demographic characteristics, regional competition, retail sales data by district and availability of developable lands throughout the City.
 - ▣ Completed impact fee studies for multiple entities across the state. The work on these projects involved capital facility planning for emergency services (police, fire, EMS), water services, and parks and recreation.
 - ▣ Feasibility studies involving school district creation within the Alpine School District and Jordan School District. Analysis grounded in legislative research, capital facility planning and utilization, staffing ratios and the allocation of state and federal funding.

TERESA PINKAL

ANALYST

Teresa Pinkal joined Lewis Young Robertson & Burningham, Inc. in 2015. Ms. Pinkal recently completed a municipal services tax feasibility study for Box Elder County, an incorporation feasibility study for Cedar Highlands and a comprehensive financial sustainability plan and tax increment modeling for the Military Installation Development Authority. Prior to joining LYRB, Ms. Pinkal facilitated the energy-efficiency finance programs for the Utah Governor's Office of Energy Development, as well as served as the office administrator for the Utah Governor's Office. Ms. Pinkal holds a Master of Public Administration degree from Brigham Young University.

Our team is dedicated to meeting the needs of the City. While we will be engaged in other projects, we will allocate necessary resources to meet our proposed timeline. We do not anticipate current workloads and availability for other activities will compromise our ability to complete the stated tasks. We do not anticipate the need for any anticipated outside support.

Client	Project Category	Project Description	Year
Dixie MPO	Transportation Study	Regional	2011
Biggs Mountain City, Utah	Cost Benefit Analysis	Inchستر Project	2011
Utahri City, Utah	CRP & Impact Fee Study	Public Safety	2011
North Ogden City, Utah	User Fee Study	Water, Sewer, Storm Drain, Garbage	2011
North Salt Lake, Utah	Impact Fee Analysis	South Davis Water Ffe	2011
Ogden City, Utah	User Fee Study	Water	2011
Utah River Water Improvement District	Impact Fees, User Fees, CRFP	Water & Sewer	2011
Riverton City, Utah	Impact Fee Update	Roadways	2011
South Jordan City, Utah	Impact Fee Analysis	Parks	2011
South Salt Lake City PDA, Utah	Cost Benefit Analysis	Central Pointe Big Park ICI	2011
South Salt Lake City, Utah	Capital Facilities and Finance Plan	Shared Car Project	2011
Troovle City, Utah	Impact Fee Update	Parks, Storm Drain, Public Safety, Roadways	2011
Troovle City, Utah	Fee Study	Storm Drain	2011
Utah School Boards Association	Fee Study	Fix Spending Services	2011

TOOELE CITY CORPORATION

RESOLUTION 2019-21

A RESOLUTION OF THE TOOELE CITY COUNCIL APPOINTING AMANDA GRAF TO THE ADMINISTRATIVE CONTROL BOARD OF THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT.

WHEREAS, the Tooele City Council created the North Tooele City Special Service District ("District") on June 16, 1999, pursuant to Sections 17A-2-1301 through 17A-2-1332, Utah Code (since renumbered to U.C.A. Title 17D, Chapter 1); and,

WHEREAS, the aforementioned Utah Code sections allow for the establishment of an administrative control board ("Board") for the District, the powers of that Board being specified by the Utah Code and by the governing authority of the District, which is the Tooele City Council; and,

WHEREAS, the term of board members is generally four years (U.C.A. Section 17D-1-304); and,

WHEREAS, Maloy Maloy and Erick Brondum no longer serve on the Board, and Amanda Graf has expressed an interesting in serving on the Board, to which the Board has consented:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Amanda Graf is hereby appointed to serve as a member of the Administrative Control Board of the North Tooele City Special Service District, for a term ending December 31, 2022, as further indicated below:

Name	Term of Service	Length of Service
Jed Winder	01-01-18 to 12-31-21	since 03-19-08
Maresa Manzione	01-01-18 to 12-31-21	since 04-20-11
Jeff Hammer	01-18-17 to 12-31-20	since 01-18-17
Katrina Call	06-30-17 to 12-31-20	since 06-30-17
Travis Brady	08-16-17 to 12-31-20	since 08-16-17
Amanda Graf	03-20-19 to 12-31-22	since 03-20-19
(Vacant)		

This Resolution shall become 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

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

SEAL

Approved as to Form:



Roger Evans Baker, City Attorney

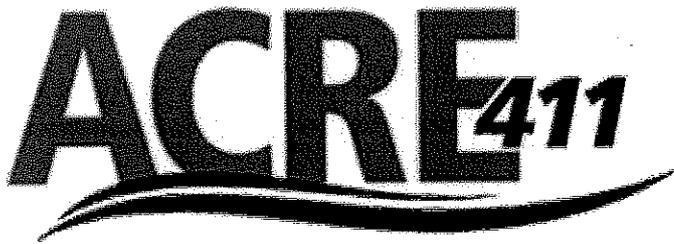
Roger Baker

From: Andrea Cahoon <acre411@gmail.com>
Sent: Tuesday, March 05, 2019 9:35 PM
To: Roger Baker; Roger Baker
Subject: New Appointment for NTCSSD

Roger,

We had two board members resign from the North Tooele City Special Service District. Mike Maloy and Erik Brondum are no longer serving. The board gave the name of Amanda Graff to Melanie Gochis to forward for approval, but I am not sure if she has done anything to get that going. Have you heard from her? If not, that is who the board would like appointed. They are still trying to find one more person to serve with them. Thank you!

Andrea Cahoon, Broker/Owner, AB, CRS, CDPE, TCRES



Andrea Cahoon Real Estate

Distinctive property sales by the ACRE or by the YARD

Mobile: 435-850-8167

Fax: 866-814-8687

acre411@gmail.com

TOOELE CITY CORPORATION

RESOLUTION 2019-24

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A PURCHASE AND FINANCING DOCUMENTS WITH YAMAHA MOTOR FINANCE CORPORATION FOR THE PURCHASE OF 80 NEW GOLF CARTS.

WHEREAS, the City Administration and City Council desire to retire the existing fleet of aging golf carts and replace them with a fleet of 80 new golf carts for the City's Oquirrh Hills Golf Course; and,

WHEREAS, the golf course superintendent has obtained pricing information from several companies, of which Yamaha Motor Finance Corporation USA ("Yamaha") has provided the best pricing, the best financing, and the best trade-in value, for the best overall deal for the City; and,

WHEREAS, Yamaha's price terms include a total purchase price of \$370,960, a trade-in value of \$124,000, a total financed amount of \$246,960, and principal and interest payments of \$278,203 over six years, (see the pricing, contract, and financing documents attached as Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the contracts and financing documents attached as Exhibit A are hereby approved, and that the Mayor is hereby authorized to execute the same and all other documents necessary to consummate the purchase and financing transactions.

This Resolution is in the best interest of the general welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the 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

Pricing, Contract, and Financing Documents



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

March 12, 2019

TOOELE CITY CORPORATION
90 N. MAIN ST.
TOOELE, UT 84074

Dear Yamaha Customer:

Enclosed you will find the documentation for your conditional sale purchase of 80 DR2A EFI Yamaha golf cars. The documents enclosed in the package include the following:

Conditional Sale Agreement
Equipment Schedule #121275
Request for Insurance
Certificate of Acceptance
Invoice For First Payment
ACH Form Required Optional
OTHER Municipal Amortization

Please have these documents signed by an Authorized Officer and return them to me via fax or email. Our fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your business and look forward to the opportunity to service your financing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Stacey L. Stankey



CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT (this "Agreement") dated as of March 12, 2019 by and between Yamaha

Motor Finance Corporation, U.S.A. (hereinafter called "Seller") having its principal office and place of business at 6555 Katella Avenue, Cypress, California 90630 and TOOELE CITY CORPORATION (hereinafter call "Purchaser") having its principal office and place of business at 90 N. MAIN ST., TOOELE, UT 84074.

1. **PROPERTY SOLD.** In consideration of the agreement to purchase by Purchaser and the covenants and agreements hereinafter set forth, Seller hereby sells to purchaser all of the tangible personal property (collectively, the "Equipment") listed on any Equipment Schedule(s) attached hereto as Exhibit A (the "Equipment Schedule").

2. **TERM.** The term of this Agreement shall commence on the date set forth above and shall continue in effect thereafter so long as the Equipment Schedule remains in effect.

3. **PAYMENT.** Purchaser shall pay to Seller, for the Equipment during each month of the Term of the Equipment Schedule, the monthly payment set forth in the Equipment Schedule plus any taxes, fees, etc. associated with proper filings and ownership by Purchaser together with any down payment set forth in the Equipment Schedule. Whenever any payment is not made when due hereunder, Purchaser shall pay Seller interest on such amount at the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. DELIVERY AND ACCEPTANCE; WARRANTY AND DISCLAIMER OF WARRANTIES.

4.1 **Delivery and Acceptance of the Equipment.** Purchaser has selected and shall take delivery of all the Equipment directly from Yamaha Golf-Car Company, a Yamaha Authorized Dealer, or an authorized agent. All costs of delivery are the sole responsibility of Purchaser. Seller shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Purchaser shall inspect the Equipment to determine that the Equipment is as represented and has been equipped or prepared in accordance with any prior instructions given in writing by Purchaser. Purchaser shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver a Certificate of Acceptance with respect to each shipment of Equipment. For all purposes of this Agreement, the Equipment will be considered accepted by Purchaser upon the earlier of (i) delivery of the Certificate of Acceptance, and (ii) 10 days after delivery of the Equipment (unless prior to such time Purchaser has properly rejected the Equipment and advised Seller in writing of same). Purchaser authorizes Seller to insert in the Equipment Schedule the serial number and other identifying data of the Equipment.

4.2 **Warranty and Disclaimer of Warranties.** Seller warrants to Purchaser that, so long as Purchaser shall not be in default of any of the provisions of the Equipment Schedule, neither Seller nor any assignee of Seller will disturb Purchaser's quiet and peaceful possession of the Equipment.

In addition, the Equipment is warranted only in accordance with the manufacturer's warranty, which may be amended or modified from time to time only by Seller. OTHER THAN THE WARRANTY AS REQUIRED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED ABOVE, SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, NON-INTERFERENCE AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSSES SUFFERED BY PURCHASER OR

ANY THIRD PARTY. No defect, unfitness, loss, damage or other condition of the Equipment shall relieve Purchaser of the obligation to pay any installment under this Agreement.

5. TITLE AND ASSIGNMENT.

5.1 **Title.** At the time of acceptance, title to the Equipment shall pass to Purchaser. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each and every obligation, covenant, agreement and commitment of Purchaser under this Agreement and/or any Equipment Schedule (including, without limitation, the prompt and complete payment by Purchaser, as and when due and payable, whether at the stated maturity, by acceleration or otherwise, of all amounts owing from time to time by Purchaser to Seller under this Agreement and/or the Equipment Schedule), Purchaser hereby grants Seller a continuing security interest in all of the Equipment and all proceeds thereof (in whatever form). Seller is hereby authorized by Purchaser to file any UCC financing statements or any other documents to evidence, establish, perfect or enforce the security interest granted hereunder.

5.2 **Location, Inspection.** Purchaser shall not move the Equipment from the location specified on the Equipment Schedule without the prior written consent of Seller, which consent shall not be unreasonably withheld.

5.3 Assignment by Seller.

(a) Purchaser does not have the right or power to, and shall not, sell, transfer, assign, or pledge (except for short-term rentals to patrons in the ordinary course of business) any of the Equipment without the prior written consent of Seller. Any attempt to sell, transfer, assign, pledge any of the Equipment in violation of the foregoing shall be null and void and of no force or effect.

(b) Seller may assign its rights hereunder, in whole or in part, without Purchaser's consent. If Purchaser is given notice of any assignment by Seller, Purchaser agrees to pay directly to such assignee all sums payable hereunder if so directed and such assignee shall be thereafter considered the Seller for all purposes under this Agreement.

(c) Any assignment or transfer by Seller shall not materially change Seller's duties or obligations under this Agreement.

6. TAXES AND FEES.

6.1 **Taxes and Fees.** Purchaser shall pay all property taxes and sales and use tax due on the Equipment. Purchaser agrees to indemnify and hold harmless the Seller from and against all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties thereon) now or hereinafter imposed or assessed during the term of the Equipment Schedule by any governmental authority upon or with respect to the Equipment or upon the ordering, purchase, sale, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the receipts or earnings arising therefrom or upon or with respect to any Equipment Schedule (excepting only Federal, state and local taxes solely based on or measured by the net income of Seller).

7. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS.

7.1 Care, Use and Maintenance. Purchaser shall, at its sole expense, at all times during the term of the Equipment Schedule, keep the Equipment clean, serviced and maintained in good operating order, repair, condition and appearance in accordance with Seller's manuals and other instructions received from Seller.

7.2 Alterations and Attachments. Purchaser may, with Seller's prior written consent, make such cosmetic modifications to the Equipment as Purchaser may deem desirable in the conduct of its business; **provided, however,** that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and provided, further, that such modification shall be removable without causing damage to the Equipment.

8. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller that with respect to the Agreement and each Equipment Schedule:

(a) The execution, delivery and performance thereof by the Purchaser have been duly authorized by all necessary corporate or other action.

(b) The individual executing such was duly authorized to do so.

(c) The Agreement and the Equipment Schedule constitute legal, valid and binding agreements of the Purchaser enforceable in accordance with their respective terms.

(d) The Equipment is personal property and when subjected to use by the Purchaser will not be or become fixtures under applicable law.

(e) Purchaser's name as set forth in the preamble to this Agreement is the exact legal name of Purchaser.

9. DELIVERY OF EQUIPMENT. Purchaser hereby assumes the full expense of transportation and in-transit insurance from the Seller to Purchaser's premises and delivery thereof of the Equipment.

10. INDEMNITY. Purchaser shall and does hereby indemnify and hold Seller and any and all of its assignees harmless from and against any and all claims, costs, expenses, damages, losses and liabilities (including negligence, tort and strict liability), including reasonable attorney's fees, arising out of or in any manner connected with the ownership, selection, possession, leasing, renting, purchase, financing, operation, control, use, maintenance, transportation, storage, repair, delivery, return or other disposition of the Equipment including without limitation, claims for injury to or death of persons and for damage to property. Purchaser agrees to give Seller prompt notice of any such claim or liability.

11. RISK OF LOSS. Seller and Purchaser agree Purchaser shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. Purchaser further agrees to insure the Equipment for full value and to cause Purchaser's insurance carrier to name Seller as a loss payee and provide Seller with a loss payee certificate of insurance.

12. DEFAULT. Each of the following shall be an Event of Default under this Agreement (each an "Event of Default"):

(a) Failure by Purchaser to pay Seller any installment payment or other amount payable by Purchaser to Seller under this Agreement and/or any Equipment Schedule as and when the same becomes due and payable; or

(b) To the extent not covered by subsection 12(a) above, failure by Purchaser to comply with any term, covenant, agreement or condition in this Agreement and/or any Equipment Schedule, which failure continues for a period of 10 days after notice of such failure is provided by Seller to Purchaser; or

(c) Any representation or warranty made by Purchaser in an Equipment Schedule, this Agreement, or in any document or certificate furnished to the Seller in connection therewith shall be incorrect, false or misleading in any material respect when so made or furnished.

13. REMEDIES. Upon the occurrence of an Event of Default, Seller, at its option: 1) may declare immediately due and payable any or all amounts payable under this Agreement and/or the Equipment Schedule (whether such amounts are due or not yet due), whereupon the same shall become immediately due and payable by Purchaser to Seller; 2) may proceed by appropriate court action or actions either at law or in equity to enforce performance by Purchaser of the terms and conditions of this Agreement and/or an Equipment Schedule; 3) may recover from Purchaser any and all damages or expenses, including reasonable attorney's fees, which Seller shall have sustained by reason of the Event of Default or on account of Seller's enforcement of its remedies thereunder; and/or 4) may exercise its rights as a secured creditor under the Uniform Commercial Code as enacted in California ("UCC") including, without limitation, taking immediate possession of the Equipment, disposing of such Equipment in accordance with the provisions of the UCC, and collecting for any deficiency as a result of the disposal of the Equipment by Seller together with all reasonable attorneys fees and costs incurred by Seller during the disposal of such Equipment. Seller's rights and remedies under this Agreement and the Equipment Schedule shall be cumulative and in addition to any rights and remedies Seller may have under applicable law and the exercise or failure to exercise any right or remedy shall not preclude Seller from exercising any other right or remedy.

14. MISCELLANEOUS.

14.1 No Waiver. No omission or delay by Seller at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Purchaser at any time designated, shall be a waiver of any such right or remedy to which Seller is entitled, nor shall it in any way affect the right of Seller to enforce such provisions thereafter.

14.2 Binding Nature. This Agreement and the Equipment Schedule shall be binding upon, and shall inure to the benefit of Seller, Purchaser and their respective successors, legal representatives and assigns.

14.3 Notices. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Seller or Purchaser, as the case may be, at the address for such party set forth in this Agreement or at such changed address as may be subsequently submitted by written notice of either party.

14.4 Severability. In the event any one or more of the provisions of this Agreement and/or an Equipment Schedule shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.5 Signed Counterparts. The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email, or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this agreement the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

14.6 Registration and License. Purchaser shall perform and pay for the titling, registration and licensing (if required by applicable law) of any items or Equipment in the Purchaser's name and all inspections of such items of Equipment which may be required by any governmental authority unless such fees and taxes

shall be included in the payment as shown on the Equipment Schedule applicable to any such items of Equipment.

14.7 Involuntary Transfer Constitutes Default. Except for the security interest granted to Seller under this Agreement, Purchaser shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Equipment or of Seller's interest thereunder.

14.8 Statute of Limitations. Any action by Purchaser against Seller for any default by Seller under this Agreement, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues.

14.9 Entire Agreement. Seller and Purchaser acknowledge that there are no agreements or understandings, written or oral, between Seller and Purchaser with respect to the Equipment, other than as set forth herein and in an Equipment Schedule and that this Agreement and such Equipment Schedule contains the entire Agreement between Seller and Purchaser with respect thereto. Neither this Agreement nor any Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought. Each Equipment Schedule is hereby incorporated by reference into this Agreement, and made part of this Agreement, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first above written.

TOOELE CITY CORPORATION

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

X
By: _____
X
Print Name: _____
o
Title: _____

By: _____
Print Name: Jeff Young
Title: President

If Purchaser is a Corporation, the Secretary of the Corporation is to execute the following:

The Officer signing above is duly authorized, on behalf of TOOELE CITY CORPORATION (the "Company"), to negotiate, execute and deliver the Conditional Sale Agreement dated as of March 12, 2019, and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between the Company and [Yamaha Motor Finance Corporation, U.S.A.]; and these Agreements are binding and authorized agreements of the Company, enforceable in all respects in accordance with their terms.

WITNESS MY HAND and the corporate seal of the Company this _____ day of _____, _____.

Secretary

SEAL

CONDITIONAL SALE EXHIBIT A

EQUIPMENT SCHEDULE # 121275

Dated March 12, 2019

1. This Schedule covers the following property ("Equipment"):

80 DR2A EFI GOLF CARS

2. Location of Equipment:

OQUIRRH HILLS GOLF COURSE

1255 E. VINE ST.

TOOELE, UT 84074

3. The Terms for the Equipment described herein shall commence on June 15, 2019 and shall consist of 60 months from the first day of the month following said date.

4. The down payment of the Equipment shall be \$ \$0.00

5. Payments on the Equipment shall be due on the following schedule.

Schedule of Payments:

5 MONTHLY PAYMENTS IN THE AMOUNT OF \$46,040.64 (APPLICABLE TAXES TO BE BILLED).

STARTING JULY 2019 AND ENDING JULY 2023. DUE THE 15TH DAY OF THE MONTH AS FOLLOWS:

Jul-19 \$46,040.64 Jul-20 \$46,040.64 Jul-21 \$46,040.64 Jul-22 \$46,040.64 Jul-23 \$46,040.64

6. The final purchase price for the purchase of the Equipment at the expiration of this Agreement shall be \$48,000.00

7. Other Terms:

Interest Factor: 4.88 %

Yamaha Motor Corporation, U.S.A., Seller and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Agreement. Maintenance and service are the responsibility of the Purchaser. Failure by Purchaser to maintain or service the equipment consistent with the terms of the Agreement shall not relieve Purchaser of the responsibilities under the Agreement.

Signed Counterparts: The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this Agreement, the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

This Equipment Schedule and Acceptance Guidelines are issued pursuant to the Agreement dated March 12, 2019

All of the terms and conditions, representations and warranties of the Agreement are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule .

TOOELE CITY CORPORATION

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By _____
Signature

By _____
Signature

Name: _____
Type or Print

Name: Jeff Young
Type or Print

Title: _____

Title: President

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")

6555 Katella Avenue, Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363

E-MAIL: YMFUS_CFinsurance@yamaha-motor.com

X NAME OF INSURANCE AGENT: _____

March 12, 2019

ADDRESS: _____

Please Reference our Quote# **121275**

X PHONE: _____

X FAX: _____

RE: **OQUIRRH HILLS GOLF COURSE**

(Customer) Account # _____

The Customer has purchased and will be financing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., It's successors and assigns as **LOSS PAYEE.**

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

YAMAHA MOTOR FINANCE CORPORATION, U.S.

Attn: Commercial Finance Group
6555 Katella Ave
Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

TOOELE CITY CORPORATION

80 DR2A EFI GOLF CARS

(Customer)

Equipment Location:

1255 E. VINE ST.

X By: _____
(Signature of Authorized Officer)

TOOELE, UT 84074

X Title: _____

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule # 121275
dated March 12, 2019 to the Conditional Sale Agreement dated
March 12, 2019 between Yamaha Motor Finance Corporation, U.S.A.
(the "Seller") and TOOELE CITY CORPORATION
(the "Purchaser").

The Purchaser hereby certifies that the Equipment set forth below, as also described in the above
Equipment Schedule, has been delivered and accepted by the Purchaser on the Commencement
Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
80	DR2A EFI GOLF CARS	see attachment	NEW	OQUIRRH HILLS GOLF COURSE 1255 E. VINE ST. TOOELE, UT 84074

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability
of the Equipment.

TOOELE CITY CORPORATION

as Purchaser

By: _____
Name: _____
Title: _____



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 121275

Date Prepared: 03/12/2019

TOOELE CITY CORPORATION
90 N. MAIN ST.
TOOELE, UT 84074

Due Date	Quote No	Description	Amount Due
	121275	80 DR2A EFI GOLF CARS for Municipal Conditional Sale Cars located at: OQUIRRH HILLS GOLF COURSE	
07/15/2019		Payment	\$46,040.64
		Payment Tax	\$0.00
YOUR ACCOUNT BALANCE IS -----			\$46,040.64

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER MAN 121275

Date Prepared: 03/12/2019

Payment for:

TOOELE CITY CORPORATION
90 N. MAIN ST.
TOOELE, UT 84074

121275 1ber _____ # _____
 Amount Paid Date Paid Check Number

ACH / ONLINE PAYMENTS AGREEMENT

RECITALS

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.
2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.
3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, and Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.
4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.
5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.
7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Deliver of Notice:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Customer Name TOOELE CITY CORPORATION

Customer Number 435882422

y Contact Phone Number _____

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, to initiate debit entries to my (our)

- Checking Account or
- Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

y Depository Name _____

y Branch _____

y City _____ State _____ Zip _____

Bank Routing Number _____

Bank Account Number _____

- Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

y Name(s) _____ (Please Print)

y Position(s) _____ (Please Print)
(must be an owner or officer of the company)

p Signature(s) _____

y Date _____

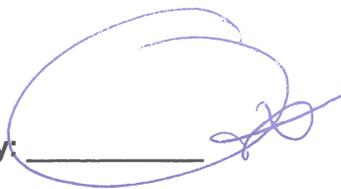
INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
Or Fax to 714-761-7363



Oquirrh Hills Golf Course

Initialed By: 

**AMORTIZATION SCHEDULE FOR MUNICIPALITY
CONDITIONAL SALE CONTRACT
PURCHASER: Oquirrh Hills Golf Course
EQUIPMENT SCHEDULE # 121275**

Yield: 4.880%

Mon #	Due Date	Payment	Interest	Principal Adjustment	Balance
				Total Financed	246,112.14
1	06/15/19	0.00	967.86	-967.86	247,080.00
2	07/15/19	46,040.64	971.66	45,068.98	202,011.02
3	08/15/19	0.00	794.43	-794.43	202,805.45
4	09/15/19	0.00	797.55	-797.55	203,602.99
5	10/15/19	0.00	800.69	-800.69	204,403.68
6	11/15/19	0.00	803.83	-803.83	205,207.52
7	12/15/19	0.00	807.00	-807.00	206,014.51
8	01/15/20	0.00	810.17	-810.17	206,824.68
9	02/15/20	0.00	813.36	-813.36	207,638.04
10	03/15/20	0.00	816.55	-816.55	208,454.59
11	04/15/20	0.00	819.77	-819.77	209,274.36
12	05/15/20	0.00	822.99	-822.99	210,097.35
13	06/15/20	0.00	826.23	-826.23	210,923.57
14	07/15/20	46,040.64	829.47	45,211.17	165,712.41
15	08/15/20	0.00	651.68	-651.68	166,364.08
16	09/15/20	0.00	654.24	-654.24	167,018.32
17	10/15/20	0.00	656.81	-656.81	167,675.14
18	11/15/20	0.00	659.40	-659.40	168,334.53
19	12/15/20	0.00	661.99	-661.99	168,996.52
20	01/15/21	0.00	664.59	-664.59	169,661.12
21	02/15/21	0.00	667.21	-667.21	170,328.32
22	03/15/21	0.00	669.83	-669.83	170,998.16
23	04/15/21	0.00	672.46	-672.46	171,670.62
24	05/15/21	0.00	675.11	-675.11	172,345.73
25	06/15/21	0.00	677.76	-677.76	173,023.49
26	07/15/21	46,040.64	680.43	45,360.21	127,663.28
27	08/15/21	0.00	502.05	-502.05	128,165.33
28	09/15/21	0.00	504.02	-504.02	128,669.35
29	10/15/21	0.00	506.00	-506.00	129,175.35
30	11/15/21	0.00	507.99	-507.99	129,683.35
31	12/15/21	0.00	509.99	-509.99	130,193.34
32	01/15/22	0.00	512.00	-512.00	130,705.33
33	02/15/22	0.00	514.01	-514.01	131,219.34
34	03/15/22	0.00	516.03	-516.03	131,735.37
35	04/15/22	0.00	518.06	-518.06	132,253.44
36	05/15/22	0.00	520.10	-520.10	132,773.53
37	06/15/22	0.00	522.14	-522.14	133,295.68
38	07/15/22	46,040.64	524.20	45,516.44	87,779.23
39	08/15/22	0.00	345.20	-345.20	88,124.43
40	09/15/22	0.00	346.56	-346.56	88,470.99
41	10/15/22	0.00	347.92	-347.92	88,818.91
42	11/15/22	0.00	349.29	-349.29	89,168.20
43	12/15/22	0.00	350.66	-350.66	89,518.86
44	01/15/23	0.00	352.04	-352.04	89,870.90
45	02/15/23	0.00	353.42	-353.42	90,224.32
46	03/15/23	0.00	354.81	-354.81	90,579.14
47	04/15/23	0.00	356.21	-356.21	90,935.35
48	05/15/23	0.00	357.61	-357.61	91,292.96
49	06/15/23	0.00	359.02	-359.02	91,651.98
50	07/15/23	46,040.64	360.43	45,680.21	45,971.77
51	08/15/23	0.00	180.79	-180.79	46,152.55
52	09/15/23	0.00	181.50	-181.50	46,334.05
53	10/15/23	0.00	182.21	-182.21	46,516.26
54	11/15/23	0.00	182.93	-182.93	46,699.19
55	12/15/23	0.00	183.65	-183.65	46,882.84
56	01/15/24	0.00	184.37	-184.37	47,067.21
57	02/15/24	0.00	185.10	-185.10	47,252.31
58	03/15/24	0.00	185.82	-185.82	47,438.13
59	04/15/24	0.00	186.55	-186.55	47,624.69
60	05/15/24	0.00	187.29	-187.29	47,811.98
Totals:		230,203.20	31,903.04	198,300.16	



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

YAMAHA COMMERCIAL FINANCE

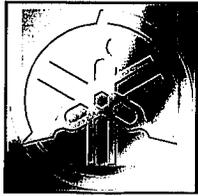
03/12/2019

TOOELE CITY CORPORATION

YAMAHA CONDITIONAL SALE DOCUMENTATION

DOCUMENTS TO BE COMPLETED BY MUNICIPALITY

- CONDITIONAL SALE - MASTER AGREEMENT**
Authorized City Official signs as "Lessee" on page 4.
- EXHIBIT A - EQUIPMENT SCHEDULE NO. 121275**
Authorized City Official signs as "Purchaser".
- AMORTIZATION SCHEDULE**
To be initialed by the Authorized City Official signing the documents.
- GOVERNMENT PURCHASE ORDER**
If the city requires the use of Purchase Orders, please have them provide one with the documents. However, if they are not required, please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.
- CERTIFICATE OF ACCEPTANCE**
To be completed by course after cars are delivered. Attach a list of equipment serial numbers.
- INSURANCE LETTER**
To be completed by Purchaser. Letter is to be forwarded to Insurance Agent and a copy of the letter forwarded to Yamaha. This letter is needed to assist the insurance agent in providing a certificate of insurance to Yamaha showing the required coverage needed under our lease agreement.
- INVOICE FOR FIRST PAYMENT**
Please have the customer remit payment on this invoice.
- ACH FORM**
The customer must complete page 2 of the ACH form and attach a voided check. This might be a credit requirement. Please call your Yamaha finance administrator if you are not certain.



YAMAHA

Yamaha Drive 2 QuietTech EFI Fleet
BUDGETARY Golf Car Proposal
Municipal Lease w/ Net of Trade Offer
February 22, 2019

Presented to:



Oquirrh Hills Golf
EST. 1949

Oquirrh Hills Golf Course
& Tooele City
C/O Brian Roth

Presented by:

Highland Golf

Lynn Ware

1331 West 3300 South

Salt Lake City, Utah 84119

Cell # 801-244-5055 / (801) 322-GOLF



Summary

Yamaha Drive 2 QuieTech EFI Gas

Highland Golf Cars is pleased to present a **Budgetary Muni Lease Proposal** to Oquirrh Hills Golf Course / Tooele City featuring the *Yamaha 2019 Drive 2 QuieTech EFI Gas* with 4-Wheel Independent Suspension and Yamaha Exclusive *QuieTech* technology. This revolutionary car offers many “upgrades” as standard equipment, such as Dual USB Ports and Over-molded Comfort Steering Wheel. Prices are from Utah State Contract MA415 with *Net of Trade Lease Offer* included.

Key Points

- *Two USB Connections, Built Into The Dash*
- *Yamaha Over-Molded Steering Wheel for added Comfort and Styling*
- *Industry-Exclusive QuieTech Technology for Superior Customer Experience*
- *Industry-Exclusive All-Wheel Independent Suspension for the Smoothest Ride Available*
- *Certified 45 MPG Efficiency, Best In Class for Lowest Operational Costs*
- *Yamaha Designed/Built EFI Electronic Fuel Injected engine for Industry-Leading Mileage*
- *Newly Designed Automotive Style Dash with Room for Range Finders & Mobile Devices*
- *Large Storage Bins with No-Slip Mat to keep Valuables in Place*
- *Widest, Most Ergonomic Contoured Seat In the Industry w/ Most Legroom in its Class*
- *Best, Largest Sweater Basket in Industry with More Storage and Easy Cleaning*

Yamaha – The Best Drive of the Day!



Glacier White



Sunstone

For detailed specifications, please visit www.yamahagolfcar.com

Quote is valid for 60 Days.

Please call me with any questions you may have.

Sincerely,

Lynn Ware

Fleet Golf Car Sales Manager

lynn@highlandgolf.net

Oquirrh Hills Golf Course

Yamaha Drive 2 QuieTech EFI Gas
YAMAHA 2019 Drive 2 QuieTech-EFI MUNI LEASE PROPOSAL
Utah State Contract MA 415

Table with columns: Vehicle Type, Price/Car, Total Price, Agreed. Rows include: Qty. 80, 2019 Yamaha Drive 2 QuieTech EFI Gasoline, 357 cc Yamaha Gasoline EFI Engine, Glacier White or Sunstone Tan Body Panels, Stone Top / Seat, Hubcap Set (Brushed Aluminum), Cart Numbers, Sand & Seed Bottle Kit (2/car @ \$15.00 Each), * 2019 Utah State Contract MA 415, EQUIPMENT TOTAL, Trade Offer (See Trade Offer Sheet), NET PURCHASE/FINANCED AMOUNT.

NOTE: Municipal Lease, Net-of-Trades, 60-Month Lease Term - OPTIONS INCLUDED
5, Annual Payments (Due Yearly), 1st Payment Due July 15, 2019.
Lease subject to credit approval and completion of applicable lease documents.
*Quoted prices do not include applicable sales and property taxes, which are the responsibility of the lessee

Table with 4 columns: No Purchase Option, \$1.00 Buyout Purchase, \$600 Buyout Purchase, \$1100 Buyout Purchase. Rows show annual payments and buyout totals for each option.

Delivery Estimate: July 1, 2019

Warranty: 4-Year Limited Yamaha Factory Warranty

Acceptance: Both parties acknowledge agreement to the above noted items by signing below:

Customer: Oquirrh Hills Golf Course

Highland Golf:

Signature of Debra E Winn, Date 3-7-19

Signature line for Highland Golf, Date

Print Name: Debra E Winn, Mayor

Print Name line for Highland Golf



Trade Offer

Oquirrh Hills GC / Tooele City

February 22, 2019

Highland Golf Cars offers the following **Trade Offer** as part of a new **80-car Yamaha Drive 2 *QuieTech EFI Gas*** to Oquirrh Hills GC / Tooele City in Tooele, UT. This is a "Lump Sum" offer, based on acceptance of the total group of 80 used Club Car gas vehicles. Trade value amount will lower the purchase/financed amount of the new fleet. Trade cars will be picked up upon delivery of new fleet.

TRADE VALUATION LIST

<u>Make/Model</u>	<u>Year</u>	<u>Type</u>	<u>Comments</u>	<u>Quantity</u>
Club Car DS Gas	2005	Gas	Average/Working Condition	22
Club Car Precedent Gas	2007	Gas	Average/Working Condition	40
Club Car Precedent Gas	2013	Gas	Good/Working Condition	10
Club Car Precedent Gas	2014	Gas	Good/Working Condition	<u>8</u>
Total Cars to Trade:				80

LUMP-SUM TRADE OFFER: \$124,000.00

Trade-In Statement: Trade value is offered on golf cars that are complete, in running condition and free of any liens or encumbrances. Cars with severe damage (beyond normal wear and tear), or do not run, will be valued separately.

Lynn Ware

1331 West 3300 South, Salt Lake City, Utah 84119
(801) 322-GOLF / Cell: (801) 244-5055

TOOELE CITY CORPORATION

RESOLUTION 2019-22

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A CONTRACT WITH LTS ENTERPRISES LLC FOR THE CONSTRUCTION OF A NEW DECK AT THE TOOELE VALLEY MUSEUM.

WHEREAS, the City Council and City Administration desire to use P.A.R. tax revenues to install a new deck with ramps and handrails ("Improvements") at the Tooele Valley Museum (and to remove the old deck); and,

WHEREAS, LTS Enterprises LLC ("Company") has submitted a competitive bid of \$36,725.00 to install the Improvements; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to approve and ratify a Contract (see Exhibit A) with the Contractor to install the Improvements:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that a contract with the Company is hereby approved and ratified in the amount of \$36,725.00.

This Resolution is in the best interest of the general welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

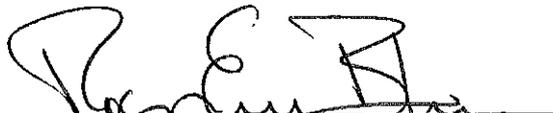
(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

SEAL

Approved as to Form:



Roger Evans Baker, City Attorney

Exhibit A

Contract



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **LTS ENT. of P.O. Box 323, Tooele, Utah 84074** a(n) [individual/company type], (hereinafter "Contractor") enter into this Agreement on the 7 day of March, 2019 (the "Effective Date").

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
Rear dock top and framing. Ramp to ADA code and framing and skirting. Hand rail to cover deck area and ramp area. Twelve new footings and labor. Upgraded Trex to be used. Required Half Down to start.
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of \$ 36,725.00 for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **May 1, 2019**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

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

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

TOOELE CITY CORPORATION

CONTRACTOR



Debbie Winn, Tooele City Mayor



Signature

Print Name/Title: Travis Sutherland
Owner

Attest:



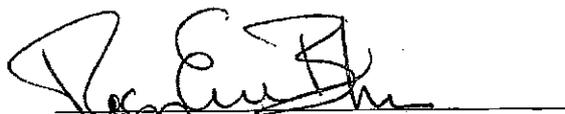
Michelle Y. Pitt, Tooele City Recorder

Deputy

SEAL



Approved as to form:



Roger Evans Baker, Tooele City Attorney



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: Travis Sutherland Social Security Number: 528968480

Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

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

Contractor Signature

3-5-19

Date

LTS ENT.



P.O. Box 323
 Tooele, Utah 84074
 435-830-2317
 travissutherland01@msn.com
 Tax ID: Available Upon Request

TO:	
Tooele City Terra Sherwood Main St Tooele, Ut 84074	
Telephone:	843-2130
Email:	
Fax Number:	

Bid

INVOICE NUMBER
Bid 19-125
DATE
Jan 8 2019
DUE DATE
PROJECT
Train Deck Rear

	AMOUNT
Rear Deck top and framing	
Ramp to ada code and framing and skirting	
Hand Rail to cover deck area and ramp area	
12 new footings and labor	
Upgraded Trex	\$36,725.00
Require Half Down to start.	
TOTAL AMOUNT DUE:	\$36,725.00

TERMS AND CONDITIONS: Customer agrees to pay in full for any and all services provided. Unless otherwise agreed to, payment is due within 30 days of receipt. All past due balances shall accrue at 1.5% per month (18% annum). This company reserves the right to lien the property of which work was completed if payment is not received within 60 days. Customer shall pay any collection agency expenses and all attorney's fees and court costs incurred, should litigation become necessary.

TOOELE CITY CORPORATION

RESOLUTION 2019-19

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH THE TENNIS AND TRACK COMPANY TO INSTALL PICKLEBALL COURTS AT ELTON PARK.

WHEREAS, the City Council and City Administration desire to use P.A.R. tax revenues to install pickleball courts at Elton Park in the place of the old tennis courts, in part in response to many public requests for pickleball courts; and,

WHEREAS, The Tennis and Track Company, Inc. ("Company") has submitted a competitive bid of \$111,086 to install the pickleball courts, with an additional \$8,450 for fencing, for a total of \$119,536; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to approve a Contract (see Exhibit A) with the Contractor to install the pickleball courts:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that a contract with the Company is hereby approved in the amount of \$119,536.

This Resolution is in the best interest of the general welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the 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

Contract



CHANGE ORDER

To: Tara Sherwood	Change Order #	1
	Date:	03/13/2019
	Project:	Elton Park Pickleball Courts
	Location:	Tooele City

This change order includes all materials, labor and equipment necessary to complete the following work. The work covered by the change order shall be covered under the same terms and conditions as that included in the original contract unless stated otherwise below.

Description

Substitute 10' perimeter fence with 8' high perimeter fence for the 10' high with the exception of the west side, 8' high galvanized fence between north and south court cells and 4' high divider fence between courts with a 4' opening at the net line on each court.

Original Contract Value: \$111,086.00

Revised Contract Value: \$119,536

The work above is to be completed for the sum of:

Eight Thousand Four Hundred Fifty Dollars (\$ 8,450)

EXTRA WORK APPROVED BY:

Name: _____ Title: _____

Company: _____

EXTRA WORK APPROVED BY FOREMAN:

Name: _____ Title: _____

Company: _____

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: THE TENNIS AND TRACK COMPANY
- B. Address: 3096 SOUTH DAVIS DRIVE, SOUTH SALT LAKE, UT 84115
- C. Telephone number: 801-269-9991
- D. Facsimile number: 801-261-4588

1.2 OWNER

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

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

Elton Park Pickleball Courts

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. _____

4. _____

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: ONE-HUNDRED ELEVEN THOUSAND EIGHTY-SIX DOLLARS (\$111,086.00) Dollars

2.2 CONTRACT TIME

A. The Work shall be substantially completed by MAY 1, 2019 and fully completed by JUNE 1, 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 ___ 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:

ONE HUNDRED dollars and 00 cents (\$ 100.00) 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.
3. **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.

FIVE HUNDRED dollars and 00 cents (\$500.00) 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 _____ day of _____, 2019.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: _____
- B. Please print name here: _____
- C. Title: _____
- D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

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

by _____
(person acknowledging and title or representative capacity, if any).

Notary's signature

Residing at

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 2019-25

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BRODERICK & HENDERSON TO CONSTRUCT PUBLIC RESTROOMS AT THE CITY PARK AT 200 WEST AND VINE STREETS.

WHEREAS, the City Administration and City Council desire to construct public restrooms at the City Park at 200 West and Vine Streets; and,

WHEREAS, the public restrooms are necessary for the safe and effective operation of City and other activities at the park, including softball games, Fridays on Vine concerts, the Fourth of July activities, the Tooele Arts Festival, and other activities and general public use; and,

WHEREAS, a competitive bidding process has resulted in Broderick & Henderson submitting the lowest responsive responsible bid of \$156,398; and,

WHEREAS, the agreement with Broderick & Henderson is attached as Exhibit A; and,

WHEREAS, the construction cost will be paid with Parks, Arts, and Recreation ("PAR") tax revenues:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (see Exhibit A) with Broderick & Henderson for the City Park restroom project at the price of \$156,398 is hereby approved, and that the Mayor is hereby authorized to execute the same.

This Resolution is in the best interest of the general welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the 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

Agreement

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: BRODERICK & HENDERSON
- B. Address: 295 EAST 950 SOUTH, OREM, UT
- C. Telephone number: 801-225-9213
- D. Facsimile number: 801-225-4697

1.2 OWNER

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

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

City Park Restroom

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. _____

4. _____

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: ONE HUNDRED FIFTY-SIX THOUSAND THREE HUNDRED NINETY-EIGHT Dollars (\$156,398.00)

2.2 CONTRACT TIME

A. The Work shall be substantially completed by May 24, 2019 and fully completed by May 31, 2018.

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.

3. **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.

Five Hundred dollars and 00 cents (\$ 500.00) 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 _____ day of _____, 2019.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: _____

- B. Please print name here: _____

- C. Title: _____

- D. CONTRACTOR's Utah license number: _____

TOOELE CITY CORPORATION

RESOLUTION 2019-26

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING AN AGREEMENT WITH STATE FIRE DC SPECIALTIES LLC FOR FIRE SUPPRESSION SYSTEM UPGRADES AT THE TOOELE CITY WATER RECLAMATION FACILITY.

WHEREAS, the City Administration has undertaken an effort to maintain and upgrade fire suppression systems in all Tooele City facilities, including the water reclamation facility; and,

WHEREAS, State Fire DC Specialties LLC has submitted an acceptable cost proposal to perform fire suppression system upgrades at the water reclamation facility for a cost of \$42,601; and,

WHEREAS, ensuring adequate fire suppression systems in all city facilities is always in the best interest of Tooele City, in protecting the lives and health of people and in safeguarding the investment of public funds in public facilities:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (see Exhibit A) with State Fire DC Specialties LLC for fire suppression system upgrades at the Tooele City water reclamation facility, in the amount of \$42,601, is hereby approved.

This Resolution is in the best interest of the general welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the 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

Agreement



STATEFIRE DC SPECIALTIES, LLC
 240 West 3680 South
 Salt Lake City, UT 84115
 Phone: (801) 288-2100
 Fax: (801) 269-1606
 Toll Free: (800) 523-4300
 www.statefire.com

COST PROPOSAL

JOB INFORMATION:

Job Name: Tooele City Water Reclamation	
Job Address: 3300 N. 1200 W.	
City: Tooele	
State: UT	Zip:
Contact: Steve Evans	
Phone: (435) 843-2132	
Email: stevee@tooelecity.org	

Date: 2/26/19
Quote #: 129

BILL TO:

Company: Same	
Address:	
City:	
State:	Zip:
Contact:	
Phone:	
Email:	

Quoted By: Kyle Arigot
Phone: (801) 707-0796

StateFire DC Specialties, LLC, for and in consideration of the cost herein named, proposes to furnish the material, equipment and/or labor hereinafter described, subject to the conditions outlined below:

SCOPE OF WORK: Replace the existing Cerberus Fire Alarm Panels with new Fike, Cybercat 50 Fire Alarm Panels including the installation of Cellular Dialers, replace existing Detectors and Pull Stations with new addressable devices, replace existing Horns and Strobes with new devices, relocate existing Heat Detectors to the ceiling level where applicable including provisions for a lift, provide all necessary system programming, commissioning, testing and Customer Education. StateFire to provide Central Station Monitoring service. Reuse all existing conduit and wire.

EXCLUSIONS: Shop drawings, calculations, permits, tying all the systems back to the Admin. Bldg., bringing the systems up to meet current code compliance, premium time labor or expedited freight charges. (Note additional Exclusions stated in the Terms and Conditions contained herein.)

COST:

StateFire DC Specialties, LLC proposes to furnish the aforementioned material, equipment and/or labor for the sum of:

Pump House	\$4,021.00
Filter Building	\$6,560.00
Shop Building	\$6,492.00
Admin. Building	\$5,375.00
Headworks Bldg.	\$4,809.00
UV Building	\$5,642.00
Bio Solids Bldg.	\$5,701.00
Blower Building	<u>\$4,001.00</u>

TOTAL PRICE = \$42,601.00

Pricing above excludes material sales tax

StateFire will provide the necessary Central Station Monitoring under a separate agreement for \$36/month per dialer/building.

If StateFire DC Specialties is awarded this Cost Proposal, please complete the following Customer Acknowledgement and Authorization and return it to the address listed above.

CUSTOMER ACKNOWLEDGEMENT AND AUTHORIZATION:

The person signing below acknowledges that he/she is authorized to sign on behalf of the Customer, and has read the entire Cost Proposal, understands it, and agrees to be bound by its Terms and Conditions as stated herein.

By signing this Cost Proposal, Customer authorizes StateFire DC Specialties, LLC to complete the work according to the specifications of this Cost Proposal as outlined. Signing this Cost Proposal constitutes a legal and binding contract between all parties.

Signed By: _____ Title: _____

Print Name: _____ Date: _____

Note: If your Company requires a Purchase Order, please include the Purchase Order #: _____

TERMS & CONDITIONS

MATERIALS AND EQUIPMENT: All material and equipment shall be as warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time. It is agreed that the "Title" to all materials and equipment required (for the purpose of this Cost Proposal) shall remain the property of StateFire DC Specialties LLC until paid in full. It is understood that StateFire DC Specialties LLC shall have the authorization to enter upon owner/general contractor property for the purpose of repossessing material and equipment, whether or not installed, without liability to owner/general contractor for trespassing or any other reason. StateFire DC Specialties LLC reserves the right to use supplemental materials as long as it is equal to or greater than what was proposed in this Cost Proposal. All deliveries are subject to manufactures lead times and submittal approval. Owner/General Contractor is to provide full access to work area with no obstructions.

EXCLUSIONS: This Cost Proposal does not include monitoring, cutting, painting, patching, existing penetrations, rental fees, removal, relocation and abandonment of existing system(s) wiring and equipment, trenching, core drilling, sealing of roof penetrations, local and state permits, blue prints, inspection fees, state and local taxes, and overtime and holiday hours unless it was indicated in this Cost Proposal.

CHANGE ORDERS: Any deviation, alteration or changes from this Cost Proposal will be executed only on receipt of a written Work Order. Said changes shall in no way affect or make void this Cost Proposal. Costs for changes or modification to this Cost Proposal will be based on StateFire DC Specialties' current labor rate per man-hour during StateFire DC Specialties LLC normal working hours. This labor rate includes labor, labor benefits, supervision, overhead, warranty, and other costs. Material shall be charged at contractor's list price. The additional work is to be paid for in one lump sum when the next installment is due. If no installment was agreed upon, payment will be made in one lump sum after the additional work has been completed, within thirty (30) days after the owner/general contractor is charged for it. StateFire DC Specialties LLC must receive written authorization prior to commencement of the work. **NO WORK SHALL COMMENCE UNTIL STATEFIRE DC SPECIALTIES LLC RECEIVES WRITTEN AUTHORIZATION.**

EXISTING SYSTEMS: This Cost Proposal is based on the existing system(s) product(s) (e.g., hardware, software, and firmware) are all accessible and up to date. StateFire DC Specialties LLC assumes no responsibility or liability for correcting any product(s) (e.g., hardware, software, and firmware) if found not accessible or out of date. Owner/General Contractor shall be responsible to pay all cost associated with these and all corrections.

NATIONAL AND LOCAL CODES: Installation(s) completed by StateFire DC Specialties LLC shall comply with the current edition of all applicable practices, codes, methods and standards of the National Fire Protection Association (NFPA) , and as adopted by the State of Utah. Errors in design by the architect and/or engineer are not the responsibility of StateFire DC Specialties LLC. Any additional wiring, equipment, etc. not indicated on the plans and specifications that are required by others (i.e., Inspectors) shall not be part of this Cost Proposal.

TESTING: Unless agreed otherwise, the Acceptance Test provided for in this Cost Proposal will be carried out during StateFire DC Specialties LLC normal working hours. If the Specifications for testing are not specified, the test will be carried out in accordance with common practice in the industry. StateFire DC Specialties LLC will notify the owner/general contractor in a timely manner in order to give them the opportunity to be present during the Acceptance Test. If the owner/general contractor decides not to be present, StateFire DC Specialties LLC will inform the owner/general contractor of the results of the testing, and the owner/general contractor will not be entitled to dispute the accuracy of that result. Cost of special inspections is not included in this Cost Proposal. Should special inspections arise (by no fault of StateFire DC Specialties LLC) from construction activities and be required by the owner/general contractor and/or inspector, as a condition of the permit or granting of occupancy, owner/general contractor shall be responsible to pay all costs associated with these inspections.

CLEANING: StateFire DC Specialties LLC shall remove all waste materials and rubbish attributable to the work to an appropriate disposal location provided by the owner/general contractor at or near the site.

PAYMENT TERMS: If other payment terms have not been included in this Cost Proposal, payment will be due within thirty days (30) of the invoice date, without any right to discount or setoff. Payments not received by invoice due date shall be considered past due. Past due accounts will be charged interest at a rate of 1.5% per month (18% APR) with a monthly minimum of five dollars (\$5.00) until the balance is paid in full. Acceptance of this Cost Proposal is notice if any invoices become past due that StateFire DC Specialties LLC will enforce the UTAH LIEN LAW. No release of lien shall be signed unless all past due payments are paid in full.

WARRANTY: Warranties shall apply exclusively to the system(s), as stated in this Cost Proposal, installation of the material, wire, equipment, and any other items supplied by StateFire DC Specialties LLC. Warranty does not apply to: (a) The warranty of wire and equipment supplied by others; (b) The assembly of wire and equipment supplied by others; (c) Material, wire, equipment and other items supplied by others; and (d) Extensions or additions to the original installation if made by others.

Warranty shall commence as soon as the work has been completed in the manner agreed upon and all Acceptance Tests have been passed, the owner/general contractor will be deemed to have accepted the work, and the warranty period will start for a maximum period of one (1) year on all equipment and one (1) year on all labor. After the work has been accepted, the owner/general contractor will have no further liability for defects in the work. Warranty or service will not be performed if any payments according to this Cost Proposal become past due including change orders.

STATEFIRE DC SPECIALTIES LLC SHALL NOT BE LIABLE: For failure to perform, if prevented by labor disputes, accidents, acts of God, governmental or municipal regulation or interference, shortages of labor or materials, delays in transportation, non-availability of the same from manufacturer or supplier, or other causes beyond StateFire DC Specialties' LLC control. In no event shall StateFire DC Specialties LLC be liable for special or consequential damages whatsoever.

OWNER/GENERAL CONTRACTOR DEFAULTS: Owner/general contractor will be in default if: (a) Any payment called for under this Cost Proposal and all authorized change orders become past due; (b) Any written agreement made by the owner/general contractor is not promptly performed; (c) Any conditions warranted by the owner/general contractor prove to be untrue.; and (d) Failure of owner/general contractor to comply with any of the conditions of this Cost Proposal.

STATEFIRE DC SPECIALTIES LLC REMEDIES IN THE EVENT OF OWNER/GENERAL CONTRACTOR DEFUALTS: StateFire DC Specialties LLC may do any or all of the following: (a) Suspend the work and remove any StateFire DC Specialties LLC supplied material/equipment from the premises, whether or not it has been installed and whether or not it has been placed in operation. In this regard, owner/general contractor agrees that StateFire DC Specialties LLC may enter upon owner/general contractor property for the purpose of repossessing such equipment without liability to owner/general contractor for trespassing or any other reason; (b) Suspend fulfillment of our obligations, without prejudice to our other rights; and (c) Retain all monies paid hereunder, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights. The owner/general contractor agrees to pay all costs and expenses, attorney's fees, court costs, collection fees (including fees incurred in connection with appeals) incurred by StateFire DC Specialties LLC in enforcing its rights under this Cost Proposal.

INSURANCE COVERAGE: StateFire DC Specialties LLC carries Workmen's Compensation and Professional Liability Insurance covering its work on this job. Owner/General Contractor agrees to notify his/her insurance company of the commencement of work. Risk of loss due to fire, windstorm, vandalism, or other casualty shall be upon the owner/general contractor.

PROPRIETARY STATEMENT: This document contains confidential and proprietary information and is the property of StateFire DC Specialties LLC. This document was prepared for the requesting party for the sole purpose of evaluating the products and services proposed. It is submitted to you in confidence, on the condition that you and your representatives have, by receiving it, agreed not to reproduce or copy it, in whole or in part, or to furnish such information to others, or to make any other use of it except for the evaluation purposes stated above, and to return it to StateFire DC Specialties LLC upon request. The previous statement shall not apply to the extent that such statement violates any federal or state laws requiring such information to be made available to the public. In the event this document results in a contract, you may retain this document for use, including making any necessary copies related to the products and services covered by such contract. The offerings and prices presented in this document, excluding any leasing quotes or rates, shall remain valid for a period of thirty (30) days from the document date unless StateFire DC Specialties LLC authorizes an extension. All prior negotiations and writings of any kind concerning this work are superseded and supplanted by this Cost Proposal, unless specifically included in this Cost Proposal.

LICENSING: Utah Contractor's Board State Issued Licenses: CL#6686678-5501

Approved as to Form:

Tooele City Attorney

STAFF REPORT

March 6, 2019

To: Tooele City Planning Commission
Business Date: March 13, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Skyline Ridge Phase 1 – Final Plat Subdivision Request

Application No.: P18-762
Applicant: Todd Castagno, representing Wise Management, LLC
Project Location: 1430 E Skyline Drive
Zoning: R1-14 Residential
Acreage: 11.96 Acres (Approximately 520,977 ft²)
Request: Request for approval of a Final Plat Subdivision in the R1-14 Residential zone regarding the creation of 25 single-family residential lots.

BACKGROUND

This application is a request for approval of a Final Plat Subdivision for approximately 11.96 acres located at 1430 E Skyline Drive. The property is currently zoned R1-14 Residential. The applicant is requesting that a Final Plat Subdivision be approved to allow for the development of the currently vacant site as a 25 lot single-family subdivision.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the R1-14 Residential zoning classification, supporting approximately 3 dwelling units per acre. The purpose of the R1-14 zone is to “provide for single family residential areas and single family dwelling units on larger individual lots. Additionally these districts are intended to allow and make available Rural Residential opportunities and agricultural uses protected from the encroachment of incompatible uses.” The R1-14 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation. Properties north of the proposed final plat are zoned R1-7 Residential. To the west of the proposed subdivision properties are zoned R1-12. East of Phase 1 properties are zoned R1-14 and to the south properties are located outside of Tooele City boundaries in unincorporated Tooele County. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Subdivision Layout. Skyline Ridge Phase 1 is the first of 3 phases constituting the Skyline Ridge Subdivision and will consist of 25 lots ranging in size from 14,000 square feet up to 21,737 square feet. Each lot within the subdivision meets or exceeds minimum lot standards as required by the R1-14 zoning district.

The subdivision phase will have connections to existing roads and infrastructure at Skyline Drive and 270 South. A stub street is being made for future connection to the Buzianis property to the north. Stubs are also being left on the east side of the subdivision phase at 270 South and Corner View Drive for future phase connection. The stub at Corner View Drive will have a temporary turn around easement,

constructed as per fire code. Skyline Drive is partially in Tooele County at this location. The applicant will construct the sidewalk, park strip, curb, gutter and asphalt as required by Tooele City Code. Skyline Drive will be fully improved when and if the properties to the south develop.

There is a storm water detention basin that will be dedicated to Tooele City for future ownership and maintenance. It will be landscaped with a drought tolerant grass and trees and include an in ground irrigation system.

Previous Conditions of Approval. During the Preliminary Plan review stage for this request, the Planning Commission and City Council placed conditions on that approval of the request. Those conditions were as follows:

1. The developer shall submit a landscape and irrigation plan for parcel "A" for review as part of final plat phase 1. This has been completed and the condition is satisfied.
2. Any and all existing wells on the site shall be abandoned according to Utah State Standards, as part of the Phase 1 final plat application. The City Engineer will confirm that this has been completed prior to signing the subdivision mylar.
3. Renew and provide the necessary easements from the property owner on the south side of Skyline Drive for the completion of improvements to Skyline Drive. Proof of easement recordation will need to be demonstrated prior to recording the subdivision plat.

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

REVIEWS

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

1. Any and all existing wells on the site shall be abandoned according to Utah State Standards, as part of the Phase 1 final plat application. The City Engineer will confirm that this has been completed prior to signing the subdivision mylar.
2. Renew and provide the necessary easements from the property owner on the south side of Skyline Drive for the completion of improvements to Skyline Drive. Proof of easement recordation will need to be demonstrated prior to recording the subdivision plat.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Final Plat Subdivision by Todd Castagno, representing Wise Management, LLC, application number P18-762, subject to the following conditions:

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

- permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
 4. That all requirements of the geotechnical report shall be satisfied throughout the development of the site and the construction of all buildings on the site.
 5. Any and all existing wells on the site shall be abandoned according to Utah State Standards, as part of the Phase 1 final plat application. The City Engineer will confirm that this has been completed prior to signing the subdivision mylar.
 6. Renew and provide the necessary easements from the property owner on the south side of Skyline Drive for the completion of improvements to Skyline Drive. Proof of easement recordation will need to be demonstrated prior to recording the subdivision plat.

This recommendation is based on the following findings:

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

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Skyline Ridge Phase 1 Final Plat Subdivision Request by Todd Castagno, representing Wise Management, LLC for the purpose of creating 25 single-family residential lots, application number P18-762, based on the findings and subject to the conditions listed in the Staff Report dated March 6, 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 Skyline Ridge Phase 1 Final Plat Subdivision Request by Todd Castagno, representing Wise Management, LLC for purpose of creating 25 single-family residential lots, application number P18-762, based on the following findings:”

1. List any additional findings...

EXHIBIT A

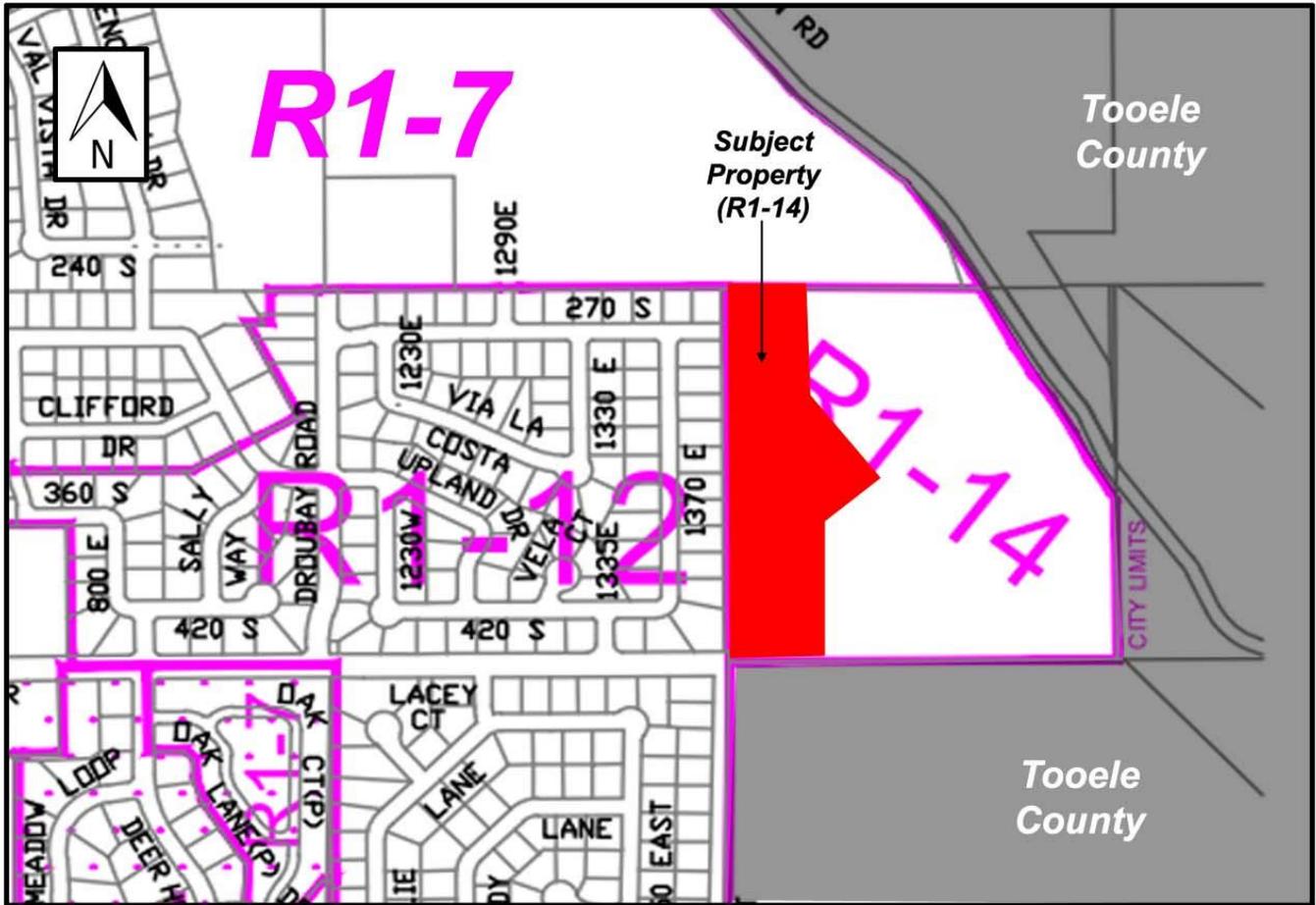
**MAPPING PERTINENT TO THE SKYLINE RIDGE PHASE 1 FINAL PLAT
SUBDIVISION**

Skyline Ridge Phase 1 Final Plat Subdivision



Aerial View

Skyline Ridge Phase 1 Final Plat Subdivision



Current Zoning

EXHIBIT B
PROPOSED DEVELOPMENT PLANS

TOOELE CITY CORPORATION

ORDINANCE 2019-04

AN ORDINANCE OF THE TOOELE CITY COUNCIL REASSIGNING THE ZONING CLASSIFICATION TO THE MDR MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT FOR 16.4 ACRES OF PROPERTY LOCATED AT 600 WEST AND 650 WEST UTAH AVENUE.

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

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

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

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

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

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

WHEREAS, the RR-1 Residential zoning district is currently assigned to approximately 16.4 acres of land located at 600 West and 650 West Utah Avenue (see map attached as **Exhibit A**); and,

WHEREAS, the 16.4 acres are currently owned by Elmer Nix and Janice Clegg; and,

WHEREAS, by Rezone Petition received February 13, 2019, Sylacauga Development, LLC requested that the subject property be reassigned to the MDR Medium Density Residential zoning district (see Rezone Petition attached as Exhibit B); and,

WHEREAS, the surrounding properties to the north, west and south are assigned the RR-1 Residential zoning districts; and,

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

WHEREAS, on March 13, 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, which recommendation was a vote of six to one against the proposed rezone for the following reasons, among others:

- Tooele City has a rural history and heritage,
- Tooele City should preserve some of that history and heritage with RR-1 zoning,
- the subject property is currently RR-1 zoning and should remain RR-1 zoning,
- higher density and intensity residential uses are appropriate and needed in Tooele City for affordable housing purposes, but not in the location of the subject property,
- the proposed higher density and intensity residential uses would conflict with the surrounding RR-1 zoning in terms of noise from livestock and farm equipment, agricultural odors, and flies (see Planning Commission minutes attached as Exhibit C); and,

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

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

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

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

Section 1. Amendment. The Tooele City Zoning Map is hereby amended to indicate that the zoning district assigned to the subject properties shall be reassigned to the MDR Medium Density Residential zoning district; and,

Section 2. Rational Basis. The City Council hereby finds that the above-described expressed conditions to the approval of this Ordinance 2019-04 are reasonable and necessary to serve, protect, and preserve the health, safety, and welfare of Tooele City and its residents, including future residents of the subject property.

Section 4. No Vesting. Approval of this Ordinance 2019-04, together with its exhibits,

shall not be construed to imply or constitute any vesting or entitlement as to intensity of use (i.e., density) or configuration (i.e., lots, units, roads).

Section 5. Severability. If any section, part or provision of this Ordinance 2019-04 is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 6. Effective Date. This Ordinance is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y Pitt, City Recorder

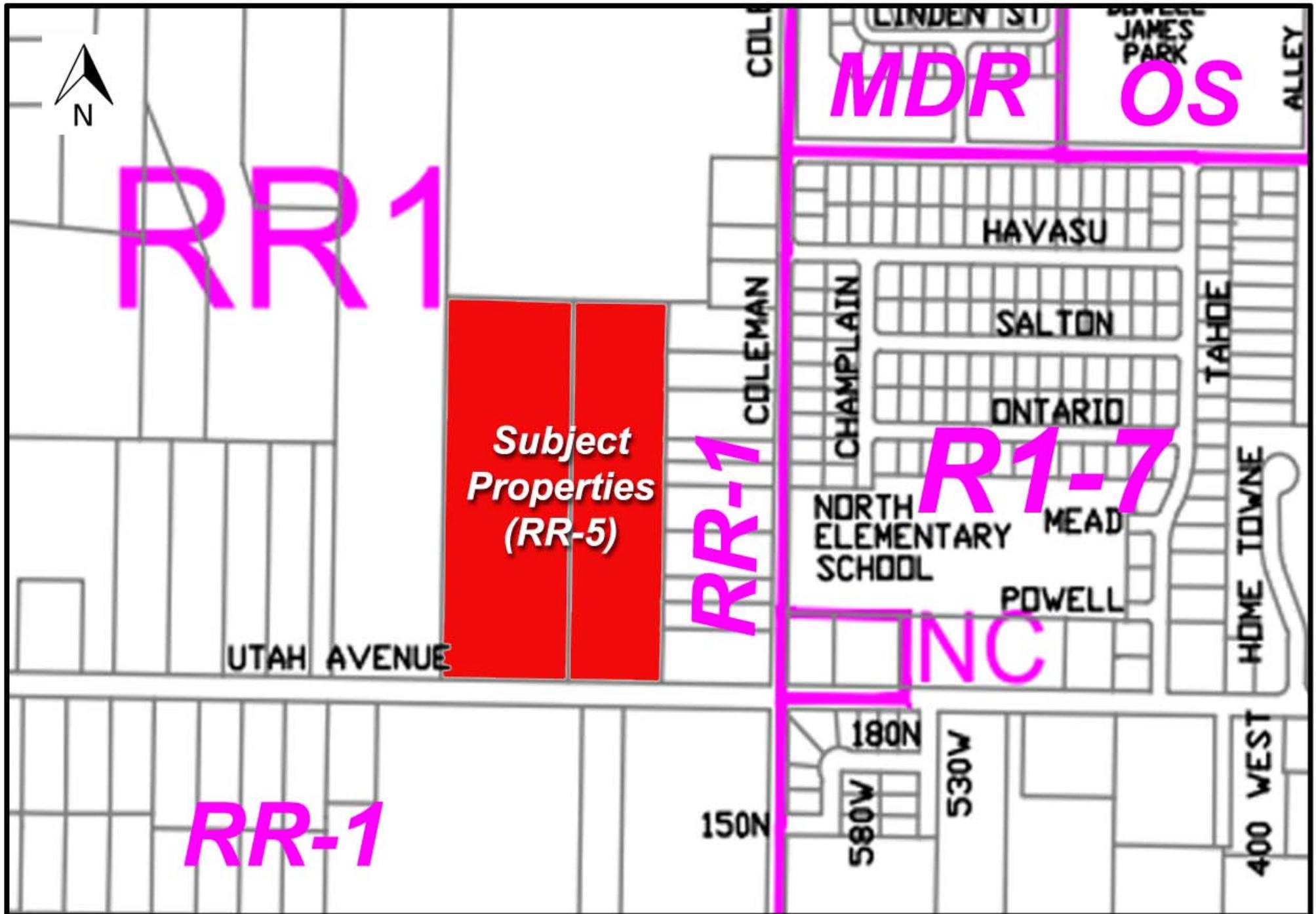
S E A L

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

EXHIBIT A

ZONING MAP

Murdock Meadows Zoning Map Amendment



Current Zoning

EXHIBIT B

REZONE PETITION

Zoning, General Plan, & Master Plan Map Amendment Application

Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2132 Fax (435) 843-2139
www.tooelecity.org



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

P19-79

Project Information			02-082-0-0025		
Date of Submission: 2/13/19	Current Map Designation: RR-1	Proposed Map Designation: MDR	Parcel #(s): 02-082-00017		
Project Name: Murdock Meadows			Acres: 14.4		
Project Address: 000 W Utah Ave & 050 W Utah Ave					
Proposed for Amendment: <input type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: _____					
Brief Project Summary: a proposed rezone of two subject parcels from RR-1 to MDR with the intent to provide affordable housing options to Tooele City residents.					
Property Owner(s): Eimer Nix / Janice Cleary			Applicant(s): Sylacauga Development, LLC		
Address: PO Box 92 / 257 Coleman			Address: 4049 Highland Dr		
City: Tooele	State: UT	Zip: 84074	City: SLC	State: UT	Zip: 84124
Phone: 435-834-5053 / 496-0656			Phone:		
Contact Person: Brad Lancaster			Address: 0078 Bayshore Dr		
Phone:			City: Stansbury	State: UT	Zip: 84074
Cellular: 435-720-4119	Fax:		Email: blancaster89@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.

2190

For Office Use Only			
Received By:	Date Received: 2/13/19	Fees: 00338040	App. #: 2190080

EXHIBIT C

PLANNING COMMISSION MINUTES

TOOELE CITY CORPORATION

ORDINANCE 2019-05

AN ORDINANCE OF TOOELE CITY VACATING A PUBLIC EASEMENT ASSOCIATED WITH FRANK'S DRIVE.

WHEREAS, the Providence at Overlake development is developing adjacent to Frank's Drive, and has formally dedicated portions of Frank's Drive, also known as 400 West Street in Tooele City, connecting 2000 North Street to 1000 North Street (SR-112) (see Exhibit A); and,

WHEREAS, to clean up the Frank's drive dedication, the Providence at Overlake plats, and lot ownership in Providence at Overlake lots, it is necessary to vacate a public easement recorded in the Tooele County Recorder's Office as Franks Drive Easement Entry No. 269281 ("Easement") (see the highlighted survey and legal description attached as Exhibit B); and,

WHEREAS, the Easement contains no historic, current, or anticipated future utilities or public uses and serves no public purpose; and,

WHEREAS, the Providence at Overlake subdivision plat creates and preserves public utility and access easements on all subdivision lots, making the Easement redundant and unnecessary; and,

WHEREAS, the owner of the Providence at Overlake developments requests and concurs with the vacation of the Easement; and,

WHEREAS, the City Council convened a duly-noticed public hearing on March 20, 2019, regarding the vacation of the Easement; and,

WHEREAS, good cause exists for the vacation of the Easement, and the vacation of the Easement is not anticipated to materially injure the public interest or any private person, inasmuch as:

- the owner of the Providence at Overlake developments has requested and concurs with the vacation of the Easement;
- the owner of the Providence at Overlake developments needs the Easement to be vacated in order for his subdivision plat to be recorded and to convey clear, unencumbered title to subdivision lots to lot buyers;
- the City has no use for the Easement, derives no benefit from the Easement, and concurs with the Easement's vacation;

- vacating the Easement will serve the general public interest to clean title abstracts as much as possible for the benefit of property owners, title searchers, and municipalities;
- the Easement has no historic, current, or anticipated future use as an access or utility easement and serves no public purpose;
- the public hearing identified no reason why the vacation of the Easement should not be approved:

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

1. the vacation of the Easement, illustrated and described in Exhibit B, is hereby approved and ordered; and,
2. this Ordinance 2019-05, together with its Exhibits, shall be recorded in the office of the Tooele County Recorder.

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

Providence at Overlake Subdivision Plat Showing
Dedication of Frank's Drive

Exhibit B

Legal Description and Survey Illustration of
Easement being Vacated

EXHIBIT "A"

BOUNDARY DESCRIPTIONS
Access Easement Vacation

A vacated portion of land described as Franks Drive Easement Entry No. 269281, situate in the Southwest Quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the section line, said point being South $0^{\circ}14'46''$ East 1042.23 feet along the Section line from the West Quarter Corner of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence Northeasterly 314.90 feet along the arc of a 1,047.00-foot radius non-tangent curve to the left (center bears North $73^{\circ}00'48''$ West and the long chord bears North $08^{\circ}22'13''$ East 313.72 feet through a central angle of $17^{\circ}13'58''$), along a future road dedication called 400 West Street;

thence North $0^{\circ}14'46''$ West 381.99 feet along said road dedication;

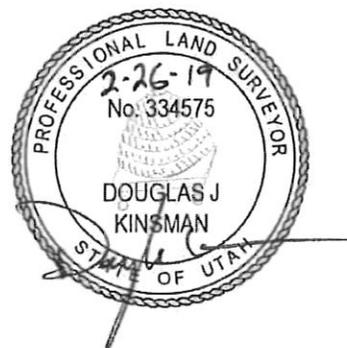
thence North $89^{\circ}45'14''$ East 15.00 feet;

thence South $0^{\circ}14'46''$ East 381.95 feet;

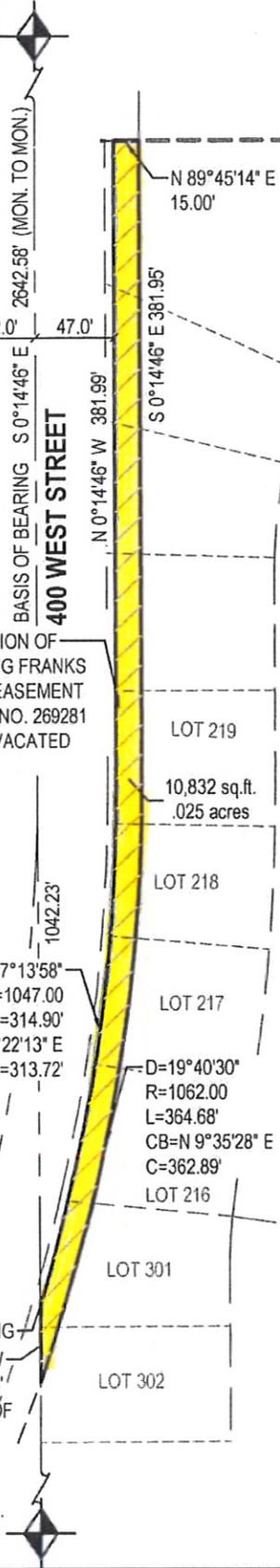
thence Southwesterly 364.68 feet along the arc of a 1,062.00-foot radius non-tangent curve to the right (center bears South $89^{\circ}45'13''$ West and the long chord bears North $09^{\circ}35'28''$ East 362.89 feet through a central angle of $19^{\circ}40'30''$) to said section line;

thence North $0^{\circ}14'46''$ West 47.34 feet along said section line, to the Point of Beginning;

Parcel contains: 10,832 square feet, or 0.25 acres.



WEST QUARTER CORNER
OF SECTION 16, T3S, R4W,
SLB&M (FOUND 3"
TOOELE COUNTY
SURVEYOR BRASS MON.
W/ RING & LID, DATED
2009)



A PORTION OF
EXISTING FRANKS
DRIVE EASEMENT
ENTRY NO. 269281
TO BE VACATED

D=17°13'58"
R=1047.00
L=314.90'
CB=N 8°22'13" E
C=313.72'

LOT 219

10,832 sq.ft.
.025 acres

LOT 218

LOT 217

D=19°40'30"
R=1062.00
L=364.68'
CB=N 9°35'28" E
C=362.89'

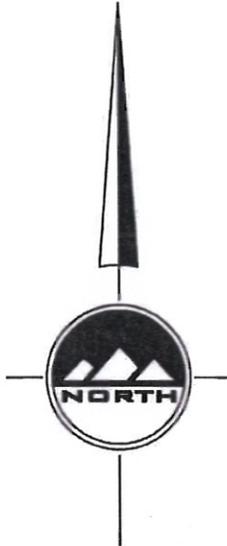
LOT 216

LOT 301

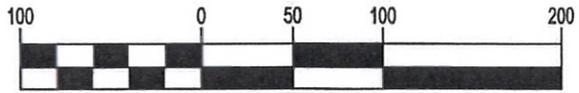
POINT OF BEGINNING
N 0°14'46" W
47.34'

LOT 302

SOUTHWEST CORNER OF
SECTION 16, T3S, R4W,
SLB&M (FOUND 3"
TOOELE COUNTY
SURVEYOR BRASS MON.
W/ RING & LID, DATED
2009)



HORIZONTAL GRAPHIC SCALE



(IN FEET)
HORZ: 1 inch = 100 ft.

<p>PROJECT # DATE 7563A 02/21/19</p>	<p>ACCESS EASEMENT VACATION</p>	<p>FOR: HOWARD SCHMIDT P.O. BOX 95410 SOUTH JORDAN, UTAH 801-859-9449</p>	<p>169 N. Main Street, Unit 1 Tooele, Utah 84074 Phone: 435.843.3590 Fax: 435.578.0108 www.ensignutah.com</p>
<p>1 OF 1</p>	<p>400 WEST STREET TOOELE, UTAH 84074 EXHIBIT "B"</p>		

TOOELE CITY CORPORATION

ORDINANCE 2019-08

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 7-1, CHAPTER 7-4, CHAPTER 7-11A, CHAPTER 7-13, CHAPTER 7-14, CHAPTER 7-15, CHAPTER 7-15A, CHAPTER 7-16, AND CHAPTER 7-29 REGARDING MULTI-FAMILY ZONING DISTRICTS, ALLOWABLE USES, DESIGN STANDARDS, SUPPLEMENTAL PROVISIONS, AND ASSOCIATED TECHNICAL AMENDMENTS.

WHEREAS, Utah Code §10-8-84 and §10-9a-102 authorize cities to enact ordinances, resolution, and rules and to enter other forms of land use controls they consider necessary or appropriate for the use and development of land within the municipality to provide for the health, safety, welfare, prosperity, peace, and good order, comfort, convenience, and aesthetics of the municipality; and,

WHEREAS, the various zoning districts of Tooele City are established within Chapter 7-13 of the Tooele City Code; and,

WHEREAS, residential land uses in Tooele City, particularly the uses allowed in the various residential zones, allowable densities, and property standards are regulated by Tooele City Code Chapter 7-14; and,

WHEREAS, Tooele City Code Chapter 7-1 includes definitions and provisions that identify specific uses of land applicable to the various zoning districts of Tooele City; and,

WHEREAS, Tooele City Code Chapter 7-11a contains provisions addressing the standards of design for proposed development applications which include multi-family residential land uses; and,

WHEREAS, Tooele City Code Chapter 7-4 contains provisions addressing the parking standards for all uses of land, including multi-family residential land uses; and,

WHEREAS, Chapter 15, Chapter 15a, Chapter 16, and Chapter 29 of Title 7 of the Tooele City Code contain references to City Code provisions and zoning districts being revised by this ordinance and thereby necessitate technical changes to maintain those references; and,

WHEREAS, the provisions of the City Code applicable to design standards for multi-family residential developments were first established by Ordinance 2005-05 on March 2, 2005; and,

WHEREAS, it is proper and appropriate to routinely review the ordinances and provisions of the Tooele City Code for clarity, predictability, relevance, applicability, and appropriateness; and,

WHEREAS, it is proper and appropriate to revise provisions of the City Code found to be antiquated, to have diminished in applicability and appropriateness, to be unclear or to have diminished relevance, to lead to difficulties in the predictability of the land use application approval process, or to modernize provisions to adapt to changing conditions and federal and state laws; and,

WHEREAS, the City Administration recommends amendments to the above-referenced Chapters of the Tooele City Code in order to accomplish the above-stated purposes and objectives; and,

WHEREAS, more specifically, the City Administration recommends the amendments summarized in the list below and shown in Exhibits A-I:

- **Background Purposes**

- Develop and integrate a new zoning district pertinent to higher density multi-family residential development
- Respond to input from community and applicants regarding needs, frustrations & clarifications
- General update and modernization of ordinances related to multi-family zoning districts and the development within those districts
- General housekeeping and technical updates

- **Chapter 7-1 – General Provisions**

- Coordinate & integrate definitions with Chapter 7-11a
- Separate & rework definitions for clarity & applicability
- Housekeeping & technical updates

- **Chapter 7-4 – Off-Street Parking Requirements**

- Address parking requirements for residential uses
- Address the methods by which parking requirements are calculated
- Housekeeping and technical updates

- **Chapter 7-11a – Design Standards: Multi-Family Residential**

- Consolidate applicable definitions & coordinate with existing definitions from Chapter 7-1
- Reorganize existing chapter provisions for clarity & consolidation
- Establish & clarify policy provisions regarding setback requirements for multi-family buildings
- Clarify & modernize vertical design elements for multi-family buildings
- Clarify & modernize horizontal and facade design elements for multi-family buildings
- Rework & modernize landscaping design requirements for multi-family projects
- Rework & modernize parking and circulation design requirements for multi-family projects
- Supplement provisions regarding ground mounted third party utility infrastructure
- Supplement and modernize provisions for fencing, building materials, color, dumpster enclosures & pedestrian pathways
- Rework & modernize common area design & amenities requirements for multi-family projects
- Housekeeping and technical updates

- **Chapter 7-13 – Zoning Districts**

- Supplement existing provisions identifying the existing zoning districts of the City
- Supplement & reinforce the legislative authority to establish overlay districts
- Housekeeping and technical updates

- **Chapter 7-14 – Residential Zoning Districts**

- Establish new higher density multi-family zoning district (MR-25) & retitle existing multi-family zoning districts for clarity in identification
- Clarify & stratify purposes & uses for multi-family zoning districts between each other and the single-family zoning districts
- Consolidate & incorporate three-family and four-family dwellings uses into multi-family use
- Establish all new provisions for allowable uses & development standards for new MR-25 zoning district
- Update use & development standard tables to reflect changes to new zoning classifications, defined terms & stratified separation of uses
- Separate out certain existing development standards for clarity

- Housekeeping and technical updates

- **Chapter 7-16 – Zoning District Purpose and Intent. Mixed use, Commercial, Industrial and Special Purpose Districts**

- Housekeeping and technical updates;
and,

WHEREAS, the purposes of the proposed amendments include the creation of more permissive, more predictable, and less cumbersome regulatory program for the creation of a greater supply of affordable housing, both low and moderate income housing as defined by state and housing that is generally affordable; and,

WHEREAS, the Community Development Director worked for six months to formulate draft recommendations of proposed City Code amendments for staff-level discussion; and,

WHEREAS, a staff-level committee (“Staff”) comprised of the Community Development Director, City Planner, and City Attorney worked for three months to formulate final recommendations to the Mayor; and,

WHEREAS, a City Administration Committee (“Committee”), including the Staff, the Mayor, representation from the Planning Commission, and representation from the City Council, worked for an additional month to refine the Staff recommendations; and,

WHEREAS, the Planning Commission discussed the Staff and Committee recommendations during its business meeting of February 27, 2019; and,

WHEREAS, on March 13, 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 minutes attached as Exhibit J); and,

WHEREAS, on March 20, 2019, the City Council convened a duly-advertised public hearing:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TOOELE CITY that Tooele City Code Chapter 7-1 is hereby amended as shown in Exhibit A, Chapter 7-4 is hereby amended as shown in Exhibit B, Chapter 7-11a is hereby amended as shown in Exhibit C, Chapter 7-13 is hereby amended as shown in Exhibit D, Chapter 7-14 is hereby amended as shown in Exhibit E, Chapter 7-15 is hereby amended as shown in Exhibit F, Chapter 7-15a is hereby amended as shown in Exhibit G, Chapter 7-16 is hereby amended as shown in Exhibit H, and Chapter 7-29 is hereby amended as shown in Exhibit I.

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

SEAL

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

EXHIBIT A

Proposed Revisions to Tooele City Code Chapter 7-1

CHAPTER 1. GENERAL PROVISIONS.

- 7-1-1. Purpose.
- 7-1-2. Interpretation.
- 7-1-3. Conflict.
- 7-1-4. Effect on ~~p~~Previous ~~e~~Ordinances and ~~m~~Maps.
- 7-1-5. Definitions.
- 7-1-6. Enforcement.
- 7-1-7. Violation and ~~p~~Penalties.
- 7-1-8. Construction.
- 7-1-9. Appeals, ~~special exceptions~~ and ~~v~~Variances.

7-1-1. Purpose.

This Title is designed and enacted for the purpose of promoting the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Tooele City, including among other things, the lessening of congestion in the streets, or roads, securing safety from fire and other dangers, providing adequate light and air, classification of land uses and distribution of land development and utilization, protection of the tax base, securing economy in governmental expenditures, fostering the agricultural and other industries, and the protection of urban development.

7-1-2. Interpretation.

In interpreting and applying the provisions of this Title, the requirements contained herein are declared to be the minimum requirements for the purposes set forth.

7-1-3. Conflict.

This Title shall not nullify the more restrictive provisions of covenants, agreements or other ordinances or laws, including this Tooele City Code, but shall prevail notwithstanding such provisions which are less restrictive.

7-1-4. Effect on ~~p~~Previous ~~e~~Ordinances and ~~m~~Maps.

The existing ordinances governing zoning, in their entirety, and including the maps heretofore adopted and made a part of said ordinances are hereby superseded and amended to read as set forth herein; provided, however, that this Title, including the attached map, shall be deemed a continuation of previous ordinances and not a new enactment, insofar as the substance of revisions of previous ordinances is included in this Title, whether in the same or in different language; and this Title shall be so interpreted upon all questions of construction relating to tenure of officers and boards established by previous ordinances and to questions of conforming or nonconforming uses and buildings and structures, and to questions as to the dates upon which such uses, buildings or structures became conforming or nonconforming.

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 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 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 takeoff 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~~ - *For the purpose of this Title, A*ny 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, ~~e~~Conditional ~~u~~Use ~~p~~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.

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 -

1) Any structure, whether portable or fixed typically enclosed within exterior walls under a roof to form a structure, used or intended for supporting or sheltering any use or occupancy; or

2) The act or process of constructing a structure.

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.

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 dwelling for the housing of the pastor or similar leader of the church and their family will be considered customary and incidental as a part of this use.

Cluster - A development design technique that concentrates buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space, agriculture areas and for the preservation of environmentally-sensitive and critical areas.

Commercial Center - A group of retail stores with one or more being a major activity on the site and where all buildings are planned and built as one development with off-street parking provided on the property.

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

Conditional Use - A use requiring special consideration and review in the manner identified in this Ordinance.

Conference Center - A facility, separate from another principal use and providing meeting rooms and areas for group

gatherings, including areas for dining and accessory parking areas and other facilities.

Construction Cost - The actual costs of construction, including mobilization, equipment, labor, materials, and other typical construction contract costs, but not including design, engineering, surveying, financing, third-party administration, and other indirect costs typically associated with construction contracts.

Contractor's Display/Office - A facility providing for general building repair, service, and maintenance such as, and including installation of plumbing, roofing, signs, electrical, air conditioning, and heating.

Contractor's Storage Yard - A facility or area used for the outside storage of building materials and contractor's equipment and vehicles.

Convalescent Care Facility - See Nursing Home.

Convenience Store - Any retail establishment selling consumer products including prepackaged food and household items, having a gross floor area of less than 4,000 square feet.

Cost Differential - The difference between the Construction Cost of the City's required minimum standards and specifications for the Eligible Public Improvements, and the Construction Cost of the Eligible Public Improvements required by the City as a condition of development approval.

Cultural and Artistic Uses - A building used for the display of artistic, cultural or historic items, for the conduct of human performances and similar activities including, museums, art galleries dance studios, and concert halls.

Day Care/Preschool (Commercial) - A residential or nonresidential facility providing for the care, supervision, and protection of seven ~~(7)~~ or more children and complying with all the requirements as licensed and monitored by the State of Utah Department of Human Services. For the purposes of this Code Commercial Day Care includes preschools offering educational programs to seven ~~(7)~~ or more children at any one time.

Day Care/Preschool (Home Occupation) - The care of children within a dwelling unit that provides care for 4 ~~four~~ to 8 ~~eight~~ children (including "infant child care" and "family child care" as defined by the Department of Human Services) under 14 years of age and complying with all the requirements as licensed and monitored by the State of Utah Department of Human Services. Home Occupation Day Care/Preschool does not mean care provided to children by or in the homes of parents, legal guardians, grandparents, brothers, sisters, uncles, or aunts.

Dedication - The legal transference of an interest in land without sale by a property owner to a public agency for a public purpose.

Density - The number of dwelling units per acre with respect to residential land uses.

Depreciation Value - The Construction Cost minus a per annum depreciation of the Construction Cost of ~~five percent (5%)~~ for roads and ~~two percent (2%)~~ for water, sewer, secondary water, and storm water utilities, beginning one ~~(1)~~ year after the date of development approval.

Developer - The owner or authorized agent of land proposed to be subdivided or developed or who is responsible for any undertaking that requires City review and/or approval pursuant to this Code.

Development Parcel - The real property subject to a development application (for purposes of this definition, the "Subject Property"), plus other adjacent properties with a logical nexus to the property subject to the development application, as determined by the City in light of the following factors, among others:

- (1) Land ownership relationships between the Subject Property and adjacent properties;
- (2) Zoning of the Subject Property and adjacent properties;
- (3) Proposed density, use, configuration, and public utility services demands on the Subject Property, including development phasing;
- (4) Proposed or anticipated development on the adjacent properties, and the density, use, configuration, and public utility services demands of the proposed or anticipated development.
- (5) City-approved planning documents, including the general plan and its constituent master plans;
- (6) Proximity of the Subject Property to existing utilities, and the capacity and condition of those utility infrastructures;
- (7) The size of the Subject Property in relation to 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; 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; 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. Pre-manufactured 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)~~ three or more families, living independently of each other with each unit having its own kitchen, including but not limited to apartments, condominiums and townhouses, but not including motels or hotels.

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.~~ A single-family dwelling attached in a row of three or more with one or more common walls between each dwelling unit under separate ownership, on their own lot or parcel, with separate private entrances for each unit, and without direct access between units.

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 dwelling unit and using common cooking facilities.

Farm animals - Animals that are domesticated and normally kept on farm or range lands, commonly referred to as livestock, including but not limited to, horses, cattle, swine, sheep, goats, rabbits, and fowl, including roosters.

Fast Food Restaurant - An establishment in which food is prepared and served for consumption on the premises, and which includes a facility which allows food to be ordered and taken from the premises without leaving a vehicle.

Financial Services - An establishment primarily engaged in the provision of financial and banking services. Typical uses include banks, savings and loan institutions, stock and bond brokers loan and lending activities.

Food and Beverage Processing - An establishment in which foods, grains, or raw materials are processed or otherwise prepared for human consumption, including dairy manufacturing, canning and preserving foods, grain milling, bakery products and beverage manufacturing.

Funeral Home/Mortuary – An establishment engaged in undertaking services such as preparing the human dead for burial or cremation and arranging and managing funerals.

Garage, Private - A detached accessory building, or a portion of a principal building, used for the storage of motor vehicles for the tenants or occupants of a dwelling or specific building and not by the general public.

Garden Center - An establishment where plants are offered for sale and including the sale of related plant and garden items.

Gardening - The care and raising of crops, pasture, trees, orchards vegetables and fruit.

General Industrial Activity - A manufacturing operation or processing and assembly of goods which are not likely to be obnoxious or offensive by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts, nor hazardous by way of materials, process, product, or waste. Not to include outside storage or warehousing.

General Plan - A plan for the city, allowed by state law, prepared and adopted by the Planning Commission and City Council, and including maps, texts, charts, and graphs.

Golf Course/Country Club - A facility providing land area and buildings containing golf courses, recreational facilities, a clubhouse, and customary accessory uses, open only to members and their guests.

Grade - The average of the existing ground level at the center of all walls of a building. In case walls are parallel to, and within five feet of, a sidewalk, the ground level shall be measured at the sidewalk.

Gravel Pit - See Quarry.

Greenhouse - A building, structure or place where plants are raised for experimental purposes, for transplanting, or for sale.

Guarantee - Escrow bond in an amount and form satisfactory to the City. All guarantees shall be approved by the City wherever required by these regulations.

Hardware Store and Garden Supply Store - A facility for the retail sale of a number of basic hardware items, such as tools, builders' hardware, paint and glass, home, lawn, and garden supplies; landscaping materials; brick; lumber; and other similar materials, but excluding commercial greenhouses.

Hazardous Materials Storage - Means the importation of hazardous wastes, materials, or substances for treatment, storage for more than ten days, or disposal, either for profit or non-profit purposes.

Hazardous Waste In-Transit Facility - a facility that transports, stores, handles, or maintains hazardous wastes for periods of ten days or less.

Health Care Facility - General acute hospitals, specialty hospitals, home health agencies, hospices, birthing centers, ambulatory surgical facilities, and any other health care facility as defined by the Utah Health Care Facility Licensure and Inspection Act, Utah Code §26-21-2., excluding offices of Health Care Providers, Nursing Homes or Emergency Care Facilities.

Health Care Provider - An office, clinic, laboratory or any other facility engaged in furnishing medical, surgical or other services including a physician, dentist, dental technician, chiropractor, accupressurist, acupuncturist, therapist, counselor or other similar occupation.

Health Club - A club (athletic, health or recreational), with full service facilities including but not limited to exercise facilities, work-out equipment, showers, lockers, pools and saunas.

Heavy Equipment Sales and Rental - An establishment primarily engaged in the sale or rental of trucks of one ton or greater capacity, tractors, construction equipment, agricultural implements, or similar equipment. Typical uses

include truck dealerships, construction equipment dealerships.

Heavy Equipment Service and Repair - An establishment primarily engaged in the service and repair of trucks of one ton or greater capacity, tractors, construction equipment, agricultural implements, or similar equipment.

Heavy Industrial Manufacturing and Assembly - The assembly, fabrication, or processing of goods and materials using processes that ordinarily, and are expected to have, greater than average impacts on the environment, or that have significant impacts on the use of adjoining properties by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts. This activity generally includes processing of large items, products extracted from raw materials, or products involving flammable or explosive materials or processes which require expansive buildings or land areas.

Heliport - Any designated area used for the landing and taking off of helicopters, including all necessary passenger and cargo facilities, fueling, and emergency service facilities.

Home Occupation - An accessory use consisting of a vocational activity conducted inside a dwelling unit or a structure accessory to a dwelling unit.

Hospital - A building or building(s) for the diagnosis, treatment and care of human illness or infirmity, but not including clinics.

Hotel - A building or group of buildings, other than a motel, boarding house or lodging house, containing individual guest rooms or suites of guest rooms and which furnishes services customarily provided by hotels which may include reception and convention facilities.

In-fill Development – Subject to applicable development standards, the permitting of a primary dwelling upon:

- (1) a conforming lot, created by subdivision final plat approved by the Tooele City Council, located within Geographic Area A illustrated in Figure 7-1-5.2; or,
- (2) a conforming lot, created by subdivision final plat approved by the Tooele City council, located with Geographic Area B illustrated in Figure 7-1-5.2, exclusive of Geographic Area A; or,
- (3) a legal nonconforming lot or parcel of record, existing on the date of building permit application for that lot or parcel, whether or not containing a dwelling.

Junk Yard/Salvage Yard - The use of any lot, portion of a lot, or land for the storage, keeping or abandonment of junk, including scrap metals or other scrap material, or for the dismantling, demolition or abandonment of automobiles or other vehicles, or machinery.

Kennel - Any lot or premises or portion thereof on which four (4) or more dogs, cats, and other household domestic animals, more than six (6) months old, are maintained, boarded, bred, or cared for in return for compensation or kept for sale.

Laundromat - An establishment within which clothes washing and drying machines, and clothes dry cleaning machines, either coin operated or attendant operated, are provided on a rental basis for use by individuals doing their own laundry and dry cleaning. Laundromat does not include outdoor drying facilities.

Light Manufacturing and Assembly - An establishment engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution. Allowed Light manufacturing activities will not be offensive by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts, nor hazardous by way of materials, process, product, or waste, and where all equipment, compressors, generators and other ancillary equipment is located within a building or structure and any outside storage areas are screened from view from all adjoining properties and streets.

Liquor Store - A facility, authorized by the Utah Liquor Control Commission to sell original packaged liquor or wine for consumption off the premises.

Lot or Subdivision Lot - Any parcel of land which:

- (1) has been legally established in the office of the Tooele County Recorder; and,
- (2) has been established by way of or included within a subdivision final plat approved by Tooele City.

Medical and Dental Clinic - A building or other facility engaged in furnishing medical, surgical or other services including a physician, dentist, dental technician, chiropractor, acupressureist, acupuncturist, therapist, counselor or other similar occupation.

Membership Club - A facility owned or operated by a group of people organized for a common educational, service, or recreational purpose. These clubs may be characterized by certain membership qualifications, payment of fees or dues and regular meetings and activities. This use may include hunting and gun clubs but does not include Private Clubs.

Mine - An establishment engaged in activities on or below the surface of the land for the exploration, development of, and extraction of mineral deposits including rock, sand and gravel, including transportation, concentration, milling, evaporation and other primary processing operations.

Mobile Home Park - A parcel of land under single ownership, approved by the City, and which is designed to accommodate the placement of mobile, manufactured, or modular homes on leased or rented pads or lots.

Mobile Home Subdivision - A parcel of land subdivided into separate and individual lots which is designed and planned to accommodate the placement of mobile, manufactured, or modular homes on each lot.

Motel - An establishment containing guest rooms or dwelling units, some or all of which have a separate entrance leading directly from the outside of the building with garage or parking space located on the lot and designed, used, or intended wholly or in part for the accommodation of automobile transients with associated restaurants, dining facilities and meeting rooms.

Nonconforming structure - A structure that does not conform to the yard coverage, height, setback or other physical dimensional requirement of the district.

Nonconforming use - An activity which is not an allowed use within the Zoning District and which may not conform to the use standards, including parking, regulations in the district in which it is situated.

Nursery/Plant Nursery - An activity where plants, shrubs, trees, and other horticultural materials and supplies are sold, including both wholesale and retail sales.

Nursing Home - A facility which provides 24-hour residential care to persons who are not related by blood, marriage, or adoption to the owner, operator, or manager of the facility, and who do not meet the definition of family under this Code. A Nursing Home provides some level of skilled nursing or medical service to the residents. Includes Convalescent Care Facility.

Open Space Area - Means and refers to areas preserved due to the presence of a particular natural or environmental setting and which may include conservation lands providing for both active and passive types of recreation activities. These areas may also be provided for the minimization of environmental concerns, including but not limited to, wetlands, steep slopes, areas prone to a high water table and flood area, rock slides and debris flows. These areas may also include natural enhancement areas, nature trails, nature study, and view areas. Roadway areas including rights-of-way, parking lots, lawns, setback areas or other undisturbed portions of building lots shall not constitute open space.

Owner - Any person, or group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be developed or subdivided under these regulations.

Parcel of Record - Any parcel of land which:

- (1) has been legally established in the office of the Tooele County Recorder;
- (2) has not been established by way of or included within any subdivision final plat approved by Tooele City; and,
- (3) is a conforming parcel to the regulations of the zoning district in which it is located.

Park and Ride Facility - A parking area and transit facility for the parking of motor vehicles with a connection to public transportation or mass transit services.

Parking Space - An area maintained for the parking or storage of a motor vehicle, which is graded for proper drainage and is hard surfaced or porous paved.

Permitted Use - A use of allowed by right under the provision of the Code.

Personal Services - An establishment for the provision of personal services including but not limited to dry cleaners, tanning salon, fitness center, photographic studio, or travel bureau.

Personal Storage Facility (mini-storage) - A facility for storage of personal items in individual units, bins, rooms, or containers. Any unit, bin, room, or container must be a permanent structure.

Pet Shop/Pet Grooming - a retail establishment involved in the sale of domestic animals and/or grooming of such animals, such as dogs, cats, fish, birds, and reptiles, excluding exotic animals and farm animals, such as horses, goats, sheep and poultry. The boarding of domestic animals on the premises would be considered an accessory use and allowed as a conditional use, with limits on the number and type of animals to be boarded.

Plat Amendment - A change in a map of an approved or recorded subdivision plat if such affects any street layout in such map or area reserved thereon for public use, or any lot line; or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions.

Preliminary Plat - The preliminary drawing or drawings, described in this Code, indicating the proposed manner or

layout of the subdivision.

Preliminary Site Plan - The preliminary drawing or drawings, described in the Code, indicating the proposed manner or layout of a proposed nonresidential, attached residential or mixed-use development.

Premises - Land and/or buildings or other improvements thereon.

Principal Use or Primary Use - The main use of land or a building (as distinguished from an accessory use).

Prior Developer - A Developer that constructs Eligible Public Improvements.

Private Club - A social club, recreational athletic or kindred association which maintains or intends to maintain premises upon which liquor is or will be stored, consumed or sold.

Private Park - An area owned and operated privately for the exclusive use of the owner, the owner's guests, or for a fee and providing active and passive recreational opportunities including uses such as playgrounds, sporting facilities and commercial recreational facilities.

Private School - An educational institution, not operated by a political entity of the State for which entrance or tuition fees are charged for attendance.

Professional Office - An establishment primarily engaged in the provision of executive, management, or administrative services. Typical uses include administrative offices and services including real estate, legal, accounting, architectural, engineering, insurance, property management, investment, personnel, travel, secretarial services, and business offices of public utilities, organizations, and associations.

Project - A proposal, application, or the construction of improvements to property. This may include clearing and grading of land, construction, alteration or reconstruction of right-of-way improvements, structures and associated ground covers or similar activities resulting from land use approvals or the issuance of a permit.

Public Building, Public Facility - A building or structure primarily used for the provision of services by governmental or public agencies, including the city, state or federal agencies. Typical uses include public administrative offices, maintenance facilities, active open space owned and operated by a public entity, fire stations, police stations, utility buildings and similar services. Does not include Health Care Facility or Health Care Provider.

Public Improvements - Are all public utility infrastructure improvements, whether on- or off-site, including as defined in Section 4-1-5 of the Tooele City Code, and including all sewer, storm water, culinary water, publicly-owned secondary water, street lights and associated electrical, streets, curbs, gutters, sidewalks, alleys, easements and rights-of-way, street signs, monuments and markers, regulatory signs, landscaping (including park strip and trees), and other improvements considered public utility infrastructure improvements in the construction trade which are found within typical subdivision and site plan construction documents

Public or Private Educational Facility - Buildings and uses for educational or research activities which is operated by a public or private entity, and has curriculum for technical or vocational training, kindergarten, elementary, secondary, or higher education, including facilities for faculty, staff, and students.

Public Park - A use operated exclusively by a public body, such use having the purpose of providing active and passive recreational opportunities for the citizens of the city and including uses such as playgrounds and other recreational facilities.

Public School - An educational institution, operated by a political entity of the State of Utah.

Public Use - A use operated exclusively by a public body, or quasi-public body, such use having the purpose of serving the public health, safety, or general welfare, and including recreational facilities, administrative, and service facilities, and public utility facilities.

Quarry - An establishment engaged in activities on the surface of the land for the extraction of mineral deposits including rock, sand and gravel, including the transportation, crushing, loading and other processing operations.

Reasonable Accommodation - a change in a rule, policy, practice, or service necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling. As used in this definition:

- (1) "Equal opportunity" means achieving equal results as between a person with a disability and a nondisabled person.
- (2) "Necessary" means that the applicant must show that, but for the accommodation, one or more persons with a disability likely will be denied an equal opportunity to enjoy housing of their choice.
- (3) "Reasonable" means that a requested accommodation will not undermine the legitimate purposes of existing zoning regulations notwithstanding the benefit that the accommodation would provide to a person with a disability.

Reception Center - A facility for the holding of events including but not limited to weddings, wedding receptions, community meetings, and group gatherings.

Recreation Facility, Indoor - A recreation facility located within a structure or building and operated as a business or public entity for use by an admission fee, membership fee or other charge such as a skating rink, bowling alley, mini-golf course, games and activities of skill or amusement arcade or substantially similar uses.

Recreation Facility, Outdoor - A recreational facility operated as a business and open to the general public for a fee such as amusement parks, tennis facility, water park, swimming pool, golf driving ranges and baseball batting ranges or substantially similar uses.

Recreational Facility, Private - A recreation facility or area operated on private property and not open to the public, including recreation facilities owned by a home owner or property owners association for private use by members.

Recreational Vehicle Park/RV Park - See Campground.

Recycling Collection Site - A center for the acceptance and temporary storage of recyclable materials to be transferred to a processing facility. Recycling Collection Centers involve no more than ~~3~~ *three* collection containers up 40 cubic yards in total size. Collection Centers located in parking lots, may not occupy required parking spaces. A collection center must be arranged so as to not impede traffic flow. The operator of the collection center shall remove products stored at the site at least once a week. The operator of the collection center shall keep the collection center in proper repair and the exterior must have a neat and clean appearance. Automated can recycling machines are limited to two (~~2~~) per site.

Recycling Processing Center - A facility where recyclable and organic materials are collected, stored and processed. Processing includes but is not limited to baling, briquetting, compacting, flattening, crushing, mechanical sorting, shredding, and cleaning. Facilities where the sole purpose is to utilize recyclable materials in manufacturing an end product which does not require further processing shall be considered a General Industrial and not a recycling use. Organic materials are limited to tree limbs, leaves, and grass clippings only.

Repair Shop - A establishment providing for the repair and servicing of household, personal and office items with no outside storage of goods, materials or supplies.

Research Facility - A facility that conducts research and development work.

Residential Facility for Elderly Persons - A dwelling unit inhabited by persons who are 60 years old or older who desire or need to live with other elderly persons in a group setting but who are capable of living independently. Does not include a health care facility, nursing home, retirement center, or residential facility for persons with a disability.

Residential Facility for Persons with a Disability – a dwelling in which ~~2~~ *two* or more persons with a disability reside and which is licensed or certified by the Utah Department of Human Services under U.C.A. Chapter 62A-2 (Licensure of Programs and Facilities) and/or the Utah Department of Health under U.C.A. Chapter 26-21 (Health Care Facility Licensing and Inspection Act), each as amended.

Restaurant - A building in which food is prepared and served for consumption within the premises. Typical uses include buffets; cafes; cafeterias; coffee shops; diners; dining rooms; dinner theaters and snack shops.

Retail Store - An establishment for the retail sale of merchandise. Retail store includes but is not limited to antique or art shops, clothing, department, drug, dry good, florist, furniture, gift, grocery, hardware, hobby, office supply, paint, pet, shoe, sporting, or toy stores.

Retirement Center - Any age-restricted development, developed, designed for, and marketed to adults at or near retirement age, which may be in any housing form including detached and attached dwelling units, apartments, and residences, offering private and semi-private rooms. Retirement Center dwelling units are limited to a minimum size of 590 square feet for a one-bedroom dwelling unit, 700 square feet for a two- bedroom dwelling unit, and 850 square feet for a three-bedroom dwelling unit. Buildings fully constructed prior to the effective date of Tooele City Ordinance 2002-21 shall be exempt from the regular height restriction.

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

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

Site - The land area upon which a Project is proposed, considered, constructed or developed including all associated improvements.

Site Plan - A development plan of one or more lots on which is shown:

- (1) the existing and proposed conditions of the lot, including but not limited to topography, vegetation, drainage, flood plains, wetlands and waterways;

- (2) the location of all existing and proposed buildings, drives, parking spaces, walkways, means or ingress and egress, drainage facilities, utility services, landscaping, structures, signs, lighting and screening devices;
- (3) the location of building pads for all residential and nonresidential buildings; and
- (4) the location and extent of all external buffers from surrounding areas.

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

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

Subdivide - The act or process of creating a subdivision.

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

Subdivision - Any land, vacant or improved, which is divided or proposed to be divided or resubdivided into two ~~(2)~~ or more lots, parcels, sites, units, plots, condominiums, tracts or other division for the purpose of offer, sale, lease or development whether immediate or future, either on the installment plan or upon any and all other plans, terms, and conditions. Subdivision includes the division or development of land, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat or other recorded instrument. Subdivision includes resubdivision and condominium creation or conversion.

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

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

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

Temporary - Not to exceed a period of ~~1 year~~ *12 months, unless otherwise specified in this Title.*

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

Temporary Seasonal Use - Activities related to specific seasons, holidays, or times of year which are open to the public and exist for a period of time not to exceed that outlined in Section 7-2-20 of the Tooele City Code.

Temporary Use - Activities which are open to the public and exist for a period of time not to exceed that outlined in Section 7-2-20 of the Tooele City Code.

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.

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.

7-1-6. Enforcement.

- (1) (a) Tooele City or any owner of real estate within the city in which violations of this Title occur or are about to occur may, in addition to other remedies provided by law, institute:
 - (i) injunctions, mandamus, abatement, or any other appropriate actions; or,
 - (ii) proceedings to prevent, enjoin, abate, or remove the unlawful building, use, or act.
- (b) Tooele City need only establish the violation to obtain the injunction.
- (2) (a) Tooele City may enforce this Title by withholding building permits.
- (b) It is unlawful to erect, construct, reconstruct, alter, or change the use of any building or other structure within Tooele City without approval of a building permit.
- (c) Tooele City may not issue a building permit unless the plans of and for the proposed erection, construction, reconstruction, alteration, or use fully conform to all regulations then in effect.
- (d) The city engineer or the engineer's designee is authorized as the enforcing officer for this Title. The enforcing officer shall enforce all provisions of this Title, entering actions in court if necessary, but the failure to do so shall not legalize any violation of this Title.

7-1-7. Violation and Penalties.

Violation of any of the provisions of this Title are punishable as a class C misdemeanor upon conviction.

7-1-8. Construction.

- (1) Words used in the present tense include the future.
- (2) The singular number shall include the plural and the plural the singular.
- (3) "Used" or "occupied" shall include arranged, designed, constructed, altered, converted, rented, leased or intended to be used or occupied.
- (4) "Shall" is mandatory and not directory. The word "may" is permissive.
- (5) "Person" includes a firm, association, organization, partnership, trust, company or corporation as well as an individual.
- (6) "Lot" includes the words plot or parcel.
- (7) Words used in this Title but not defined herein shall have the same meaning as defined in any other ordinance adopted by Tooele City, or as defined in Black's Law Dictionary, current edition.

7-1-9. Appeals and Variances.

- (1) The administrative hearing officer shall hear and decide:
 - (a) appeals from zoning decisions applying the zoning ordinance; and
 - (b) variances from the terms of the zoning ordinance.
- (2) A person desiring to appeal a zoning decision or apply for a variance from the zoning ordinance shall file the appropriate application, obtained from the Tooele City Community Development Department, with the Department Director. Any applicable fee shall be paid to the Tooele City Finance Department at the time of filing. The Director shall review the application for completeness and fee payment and forward it to the City Recorder who shall set a hearing with the administrative hearing officer. The City Recorder shall notify the applicant of the date and time of the hearing.
- (3) The powers and duties of the administrative hearing officer and the standards of review to be followed in deciding appeals and variances are identified in Tooele City Code Chapter 1-28 for appeals and Chapter 2-4 for variances.

EXHIBIT B

Proposed Revisions to Tooele City Code Chapter 7-4

CHAPTER 4. OFF-STREET PARKING REQUIREMENTS

7-4-1. Off-~~s~~Street ~~p~~Parking ~~r~~Required.

7-4-2. Access to ~~i~~Individual ~~p~~Parking ~~s~~Space.

7-4-3. Number of ~~p~~Parking ~~s~~Spaces.

7-4-4. Access ~~r~~Requirements.

7-4-5. Parking ~~l~~Lots.

7-4-6. Parking Calculation.

7-4-1. Off-~~s~~Street ~~p~~Parking ~~r~~Required.

- (1) At least ~~five percent~~ (5%) of the total area used for parking and related activities shall be landscaped by planting new or preserving existing trees or shrubs.
- (2) For the purpose of this Title, when the required number of off-street spaces results in a fractional space, fractions less than one-half (~~1/2~~) shall be disregarded. Fractions of one-half (~~1/2~~) or more shall be rounded up.

7-4-2. Access to ~~i~~Individual ~~p~~Parking ~~s~~Space.

Except for single-family and two-family dwellings, access to each parking space shall be from a private driveway and not from a public street.

7-4-3. Number of ~~p~~Parking ~~s~~Spaces.

The minimum number of off-street parking spaces required shall be as follows:

- (1) Beauty Shop. Two (~~2~~) parking spaces for the first patron station and one (~~1~~) parking space for each additional patron station. Excluding wash stations.
- (2) Business or professional offices. One (~~1~~) parking space for each 200 ~~sq.-ft.~~ square feet of floor area.
- (3) Churches, sports arenas, auditoriums, theaters, assembly halls, meeting rooms, funeral homes, mortuaries, etc. One (~~1~~) parking space for each ~~3~~ three seats of maximum seating capacity.
- (4) Commercial Day-Care/Pre-School Center. One (~~1~~) space for every employee during regular business hours, plus four (~~4~~) visitor parking spaces with adequate drop off and pick up area as determined by the Director.
- (5) Dwellings. ~~Two (2) parking spaces for each dwelling unit, u~~Unless otherwise specified in Chapter 16 of this Title:
 - (a) single-family dwelling units shall provide two parking spaces per unit;
 - (b) two-family dwelling units shall provide two parking spaces per unit;
 - (c) multi-family dwelling units shall provide:
 - (i) units of less than two bedrooms shall provide 1½ parking spaces per unit;
 - (ii) two bedroom units shall provide 1½ parking spaces per unit;
 - (iii) units of three bedrooms or more shall provide two parking spaces per unit; and,
 - (d) visitor parking in developments containing multi-family dwelling units shall be provided as one space for every four dwelling units.
- (6) Furniture and appliance stores. One (~~1~~) parking space for each 600 ~~sq.-ft.~~ square feet of floor area.
- (7) Health Care Facility. One (~~1~~) parking space for each two (~~2~~) patient beds plus one (~~1~~) parking space for each employee during regular business hours.
- (8) Health Care Provider. Three (~~3~~) parking spaces for each doctor, dentist, therapist, or other health care provider plus one (~~1~~) parking space for each employee during regular business hours.
- (9) Hotels, motels, motor hotels. One (~~1~~) space for each living or sleeping unit, one (~~1~~) space for each employee, plus parking space for all accessory uses as herein specified.
- (10) Nursing homes. One (~~1~~) parking space for each four (~~4~~) patient beds plus one (~~1~~) parking space for each employee during regular business hours.
- (11) Personal Services. One (~~1~~) parking space for each 300 ~~sq.-ft.~~ square feet of gross floor area.
- (12) Public or Private Educational Facility, Public Use. As approved by ~~e~~Director recognizing the location and use proposed based on the nearest comparable use standards.
- (13) Restaurants, taverns, private clubs, and all other similar dining and/or drinking establishments. One (~~1~~) parking space for each three (~~3~~) seats or one parking space for each 100 ~~sq.-ft.~~ square feet of floor area (excluding kitchen, storage, etc.), whichever is more.
- (14) Retail Stores. One (~~1~~) parking space for each 300 ~~sq.-ft.~~ square feet of gross floor area.

- (15) Wholesale establishments, warehouses, manufacturing establishments, and all industrial uses. One ~~(1)~~ parking space for each employee during regular business hours, adequate spaces for company owned vehicles, plus four ~~(4)~~ visitor parking spaces.
- (16) Commercial Centers. One ~~(1)~~ parking space for each 300 ~~sq. ft.~~ square feet of gross floor area. As determined by the Director, individual establishments in a Commercial Center may share parking stalls upon the establishments demonstrating such factors as different hours of establishment operation and different peak hours of patronage to the sharing establishments.
- (17) All other uses not listed above. As determined by the Director, based on the nearest comparable use standards.

7-4-4. Access ~~R~~Requirements.

For purposes of this Chapter, a drive approach shall be that portion of the ingress and egress to and from a driveway from the front of the curb to the property line. Adequate ingress and egress to and from all uses shall be provided as follows:

- (1) One- and two-family residential lots. Access to one- and two-family residential lots shall be provided to meet the following requirements:
 - (a) Not more than two ~~(2)~~ drive approaches shall be allowed for any residential lot.
 - (b) The width of a drive approach shall not be greater than ~~thirty (30)~~ feet or more than one-third ~~(1/3)~~ of the lot frontage in which the drive approach is constructed, whichever is less. A drive approach adjacent to a Cul-de-sac or curved lot with a frontage of less than 90 feet may exceed one-third ~~(1/3)~~ of that frontage, as determined by written administrative policy.
 - (c) A lot may have a singular thirty-foot drive approach or two ~~(2)~~ drive approaches that total ~~thirty (30)~~ feet wide. A drive approach shall have a minimum width of ten ~~(10)~~ feet. Two ~~(2)~~ drive approaches on the same lot must have a minimum of ~~twelve (12)~~ feet between them.
 - (d) A drive approach shall be measured from the bottom of the flares. The flare shall not be greater than three ~~(3)~~ feet long.
- (2) Other lots. Access to lots other than one- and two-family residential lots shall be provided to meet the following requirements:
 - (a) Not more than one ~~(1)~~ drive approach shall be used for each ~~one hundred (100)~~ feet or fraction thereof of frontage on any street.
 - (b) No two ~~(2)~~ of said drive approaches shall be closer to each other than ~~twelve (12)~~ feet, and no drive approach shall be closer to a side property line than three ~~(3)~~ feet.
 - (c) Each drive approach shall not be more than ~~forty (40)~~ feet wide, measured at right angles to the center line of the drive approach, except as increased by permissible curb return radii. Upon the recommendation of the City Engineer, the Planning Commission may extend a commercial drive approach to ~~fifty (50)~~ feet wide.
 - (d) Where practical, adjacent properties are to share accesses. Unless a driveway access is shared by two ~~(2)~~ or more properties, no drive approach shall be closer than ten ~~(10)~~ feet to the point of intersection of two property lines at any corner as measured along the property line, and no driveway shall extend across such extended property line.
 - (e) In all cases where there is an existing curb and gutter or sidewalk on the street, the applicant shall provide protection strips along the entire frontage of the property, except for the permitted drive approaches and on the street side of each such strip there shall be constructed a concrete curb, the height, location, and structural specifications of which shall be approved by the City Engineer.
 - (f) Driveways or drive approaches shall not be located where sharp curves, steep grades, restricted sight distances or any other feature or characteristics of the road or driveway or drive approach by itself or in combination impairs safe traffic operation. The relocation of highway signs, signals, lighting or other traffic control devices necessitated by a drive approach shall be relocated by Tooele City or its agent at the permittee's expense.

7-4-5. Parking ~~L~~lots.

Every parcel of land used as a public or private parking lot shall be developed and maintained in accordance with the following requirements:

- (1) Each off street parking lot shall be surfaced with a bituminous surface course, Portland cement concrete or other approved surface to provide a dustless surface. The planning commission must approve any surface that is not bituminous surface course or Portland cement concrete.

- (2) The sides and rear of any off-street parking lot which face or adjoin a residential district shall be adequately screened from such district by a masonry wall or solid visual barrier fence not less than three or more than six feet in height as measured from the high side.
- (3) Each parking lot shall be landscaped and permanently maintained.
- (4) Lighting used to illuminate any parking lot shall be arranged to reflect the light away from adjoining premises and from street traffic.
- (5) Where not otherwise authorized by this Title, when in the best interests of the community as determined by the planning commission, the commission may grant temporary or permanent conditional use permits for the use of land in residential districts for a parking lot, provided that in all cases the following conditions are met:
 - (a) The lot is to be used only for parking of passenger automobiles of employees, customers, or guests of the person or firm controlling and operating the lot, who shall be responsible for its maintenance and upkeep.
 - (b) No charges shall be made for parking on the lot.
 - (c) The lot shall not be used for sales, repair work, or servicing of any kind, but shall be used for parking of vehicles only.
 - (d) Entrances to and exits from the lot shall be located so as to do the least harm to the residential district in an aesthetic context.
 - (e) No advertising sign shall be located on the lot.
 - (f) All parking is to be kept back of the setback building lines by a barrier which will prevent the use of the premises in front of the setback lines for the parking of automobiles.
 - (g) The parking lot and that portion of the driveway behind the building line is to be adequately screened from the street and from adjoining property in a residential district by a hedge or sightly fence or wall not less than three feet, nor more than six feet in height, which is to be located behind the building setback line. All lighting is to be arranged so there will be no glare therefrom annoying to the occupants of an adjoining property in a residential district. The surface of the parking lot is to be smoothly graded, hard-surfaced and adequately drained.
 - (h) There may be imposed such other conditions as may be deemed necessary by the planning commission to protect the character of the residential district.
 - (i) Drainage shall be disposed of upon the premises of the parking lot, as per the requirement set by the city engineer.
 - (j) No private or public garage or parking lot for more than five motor vehicles shall have an entrance or exit in any district within 150 feet of the entrance or exit of a public school, church, playground, or other public or semi-public institution or facility.

7-4-6. Parking Calculation.

The following provisions shall be used to calculate the total number of parking spaces required by this Chapter:

- (1) Fractional Numbers. Any fractional parking space requirement resulting from a parking calculation shall be rounded up to the next whole number.
- (2) More Than One Use on Lot. If a lot or parcel contains more than one use, parking spaces shall be provided in an amount equal to the total of the requirements for each use unless shared parking is approved pursuant to this Chapter.
- (3) Square Foot Basis. Parking requirements based on square footage shall be calculated using gross floor area unless otherwise provided in this Chapter.
- (4) Employee Basis. Parking requirements based on the number of employees shall be calculated using the largest number of persons working on any shift, including owners and managers.
- (5) Uses Not Listed. If a development application is received for a use not specifically included in this Chapter, the Director of the Community Development Department shall apply the parking requirements for the use deemed by the Director to be most similar to the use proposed in the application or may require a parking study be provided by the applicant to determine the appropriate parking requirement.
- (6) Accessible Parking Spaces. Parking spaces compliant with ADA regulations shall be provided as required by the current building codes adopted by the City and any other standards adopted by the City. Accessible spaces shall be counted towards the fulfillment of the on-site parking requirement for each use.

EXHIBIT C

Proposed Revisions to Tooele City Code Chapter 7-11a

CHAPTER 11a. DESIGN STANDARDS: MULTI-FAMILY RESIDENTIAL

- 7-11a-1. Defined Terms: ~~General~~
- 7-11a-2. ~~Defined Terms: Architectural~~ Purpose and Scope
- 7-11a-3. ~~Purposes of Design Standards~~ General Provisions
- 7-11a-4. Project Application, Procedure
- 7-11a-5. Context and Setting
- 7-11a-6. Design Standards: Building Orientation
- 7-11a-7. Design Standards: Vertical Alignment, ~~Roofline Articulation~~
- 7-11a-8. Design Standards: Horizontal Alignment, Facades Articulation
- 7-11a-9. Design Standards: Windows
- 7-11a-10. Design Standards: Building and Dwelling Unit Entries
- 7-11a-11. Design Standards: Project Entrances
- 7-11a-12. Design Standards: Landscaping
- 7-11a-13. Design Standards: Parking and Internal Circulation
- 7-11a-14. Design Standards: Signage
- 7-11a-15. Design Standards: Lighting
- 7-11a-16. Design Standards: Utilities
- 7-11a-17. Design Standards: Walls and Fences
- 7-11a-18. Design Standards: Building Materials
- 7-11a-19. Design Standards: Color
- 7-11a-20. Design Standards: Vents
- 7-11a-21. Design Standards: Dumpster Enclosures
- 7-11a-22. Design Standards: Common Areas
- ~~7-11a-23. Design Standards: Open Space~~
- 7-11a-~~23~~²⁴. Design Standards: Pedestrian Pathways
- 7-11a-~~24~~²⁵. Design Standards: Zoning
- 7-11a-~~25~~²⁶. Figures
- 7-11a-~~26~~²⁷. Photo Groups

7-11a-1. Defined Terms: ~~General~~.

The following terms, as used in this Chapter, shall be defined as follows:

- (1) "Alcove" means a recess or small room connected to or forming part of a larger room.
- (2) "Arch" means a curved structure for spanning an opening, designed to support a vertical load.
- (3) "CC&Rs" means covenants, conditions, and restrictions.
- (4) "Column" means a pillar with a cylindrical shaft.
- (5) "Common Area" means Project areas that are commonly owned and/or commonly used by Project residents, that allow for recreational and leisure activities, that are located generally interior to, between and around buildings. Areas and items not included in Common Area include parking areas, roadways, dumpster pads and enclosures, equipment pads, and other developed, non-landscaped areas. See **Figure 1** for examples of Common Area.
- (6) "Context and Setting" means that set of existing natural and manmade landmarks and structures adjacent to and near a proposed Project.
- (7) "Department" means the Community Development Department or successor department.
- (8) "Design Elements" means factors, features, elements, and considerations related to building and Project design.
- (9) "Director" means the director of the Community Development Department, or designee.
- (10) "Dry-Scape" means landscaped areas, plants, and materials that do not require more than drip irrigation, and includes the term "Xeriscape." "Dry-Scape" is not intended to be and does not include a waterless design.
- (11) "Elements" has the same meaning as "Design Elements".
- (12) "Eave" means the underside or lower edge of a roof overhang.
- (13) "Facade" means a two dimensional view of any building face.
- (14) "Gable" means a triangular section of wall at the end of a pitched roof, or a triangular ornamental seat over a window or door.

- (15) *"Gambrel" means a ridged roof divided on each side into a shallower slope above a steeper one.*
- (16) *"Keystone" means the wedge-shaped element at the center, crown, or top of an arch, serving to lock all of the other elements of the arch into place.*
- (17) *"Land Use Plan" means the Land Use Element of the current Tooele City General Plan.*
- (18) *"Landmarks" means off-Project items or structures of visual prominence that are associated with a certain geographic area or development.*
- (19) *"Lintel" means a beam supporting the weight above a door or window.*
- (20) *"Net Developable Area" means the entire Site minus areas dedicated for public rights-of-way, interior roads, dumpster enclosures, and pathways.*
- (21) *"Pediment" means a wide, low-pitched gable, usually over an entry.*
- (22) *"Pier" means a vertical support structure such as a wall between two openings.*
- (23) *"Pilaster" means a rectangular column, projecting slightly from the wall.*
- (24) *"Pillar" means an upright, relatively slender shaft or structure used as a support or standing alone as a monument.*
- (25) *"Porch" means an exterior appendage to a building forming a covered approach or vestibule to a doorway.*
- (26) *"Portico" means a porch or walkway with a roof supported by columns often leading to the entrance of a building.*
- (27) *"Pre-existing" means in place or in effect prior to the date of Project Application.*
- (28) *"Project" means the full scope of a multi-family residential development project, including, but not limited to, site improvements, associated off-site and right-of-way improvements, buildings and Common Areas.*
- (29) *"Project Plan" means that set of documents comprising an Application for a Multi-Family residential development Project, including, but not limited to, all information and documents required by this Chapter.*
- (30) *"Shutter" means a louvered awning which is angled to shade a window from direct sunlight and glare while preserving the outside view and admitting soft, diffused light.*
- (31) *"Standards" means the Multi-Family Residential Design Standards contained in this Chapter.*
- (32) *"Surrounding Property" means all properties touching, adjacent to, affected by, or generally within the area of a Project.*
- (33) *"Trim" means a finished woodwork or the like used to decorate, border, or protect the edges of openings or surfaces.*
- (34) *"Wainscot" means a facing of finish material which typically covers the lower portion of a wall.*
- (1) ~~*"Application" means a complete Project Plan submission satisfying the requirements of this Chapter.*~~
- (2) ~~*"Building" means a multi-family residential building containing three or more Dwelling Units, or three (3) or more attached Dwelling Units.*~~
- (3) ~~*"CC&Rs" means covenants, conditions, and restrictions.*~~
- (4) ~~*"Common Area" means Project areas that are commonly owned and/or commonly used by Project residents, that allow for recreational and leisure activities, that are located generally interior to and between Buildings, and that are not Open Space. Areas and items not included in Common Area include parking areas, roadways, dumpster pads and enclosures, equipment pads, and other developed, non-landscaped areas. See **Figure 1** for examples of Common Area.*~~
- (5) ~~*"Context and Setting" means that set of existing natural and manmade landmarks and structures adjacent to and near a proposed Project.*~~
- (6) ~~*"Department" means the Community Development Department or successor department.*~~
- (7) ~~*"Design Elements" means factors, features, elements, and considerations related to Building and Project design, and has the same meaning as "Elements."*~~
- (8) ~~*"Director" means the director of the Community Development Department, or designee.*~~
- (9) ~~*"Dry-Scape" means landscaped areas, plants, and materials that do not require more than drip irrigation, and includes the term "Xeriscape."*~~
- (10) ~~*"Dwelling Unit" has the same meaning as Tooele City Code §7-1-5, as amended.*~~
- (11) ~~*"Elements" has the same meaning as "Design Elements."*~~
- (12) ~~*"General Plan" means the 1998 Tooele City General Plan and its various infrastructure elements, as amended, including culinary water, sanitary sewer, storm water, rights-of-way, transportation, parks and recreation, trails, police and fire, affordable housing, and land use.*~~

- (13) "Land Use Plan" means the Land Use Element of the 1998 Tooele City General Plan.
- (14) "Landmarks" means off-Project items or structures of visual prominence that are associated with a certain geographic area or development.
- (15) "Multi-Family" means residential development containing three (3) or more Dwelling Units per Building, or three (3) or more attached Dwelling Units.
- (16) "Net Developable Area" means the entire Site minus areas dedicated for public rights-of-way, interior roads, dumpster enclosures, and pathways.
- (17) "Open Space" means Project Site areas that are located generally outside of Buildings, between Buildings and the Project perimeter, and that are not Common Area. Areas and items not included in Common Area include parking areas, roadways, dumpster pads and enclosures, equipment pads, and other developed, non-landscaped areas. See **Figure 1** for examples of Open Space.
- (18) "Pre-existing" means in place or in effect prior to the date of Project Application.
- (19) "Project" means a Multi-Family residential development project, including, but not limited to, Buildings, Common Area, and Open Space.
- (20) "Project Plan" means that set of documents comprising an Application for a Multi-Family residential development Project, including, but not limited to, all information and documents required by this Chapter.
- (21) "Project Site" has the same meaning as "Site."
- (22) "Site" means the land area upon which a Project is constructed and developed, and has the same meaning as "Project Site."
- (23) "Standards" means the Multi-Family Residential Design Standards contained in this Chapter.
- (24) "Surrounding Property" means all properties touching or adjacent to, or abutting a street adjacent to, a Project.

7-11a-2. Defined Terms: Architectural Purpose and Scope.

- (1) Purpose. *The purpose of this Chapter is to establish minimum development standards for Projects that include multi-family dwellings. These standards are intended to ensure that such development is well-buffered from and compatible with adjacent property, serves the needs of occupants thereof, and retains long-term viability and quality through economies of scale. Further, the purposes of the Standards include the following:*
 - (a) To achieve the goals and objectives of the General Plan.
 - (b) To implement the policies of the General Plan, including the principles stated in the Land Use Plan.
 - (c) To guide the general configuration and appearance of buildings and Projects consistent with the General Plan.
 - (d) To preserve the valuations of buildings and Projects, as well as the valuations of the Surrounding Properties.
 - (e) To encourage an aesthetic appearance that serves to achieve the goals, objectives, policies, and principles of the General Plan and this Chapter.
 - (f) To provide a fair, equitable, and predictable process for the evaluation of Project applications.
 - (g) To improve the quality of life of multi-family residents by improving the quality of Projects and buildings.
 - (h) To recognize the fact that architectural and design considerations have a significant impact on the quality of life of Multi-Family residents and on property valuations.
 - (i) To recognize the distinct geographic, historical, and other contexts that make Tooele City unique, and to encourage Multi-Family development to do the same through building and Project design.
- (2) Scope.
 - (a) The requirements of this Chapter shall apply to all Projects that include multi-family dwellings. This includes but is not limited to residential condominium projects, townhomes, apartments, or other housing types located within any development, subdivision or project within the City.
 - (b) The requirements of this Chapter are intended to apply to all Projects that include multi-family dwellings in addition to all other applicable regulations, and the requirements of this Chapter shall not be construed to prohibit or limit other applicable provisions of this Title, the Tooele City Code and other laws. In the event of a conflict between the provisions of this Chapter and any other provisions of this Title, the Tooele City Code or other law, the more restrictive regulation shall apply.

- (1) "Alcove" means a recess or small room connected to or forming part of a larger room.
- (2) "Arch" means a curved structure for spanning an opening, designed to support a vertical load.
- (3) "Column" means a supporting pillar with cylindrical shaft.

- (4) ~~“Eave” means the overhanging lower edge of a roof.~~
- (5) ~~“Facade” means the front of a building or any of its sides facing a public way or space, esp, one distinguished by its architectural treatment.~~
- (6) ~~“Gable” means a triangular section of wall at the end of a pitched roof, or a triangular ornamental seat over a window or door.~~
- (7) ~~“Gambrel” means a ridged roof or ornamental openings divided on each side into a shallower slope above a steeper one.~~
- (8) ~~“Keystone” means the wedge at the center or top of an arch, serving to lock all of the other wedges into place.~~
- (9) ~~“Lintel” means a beam supporting the weight above a door or a window.~~
- (10) ~~“Pediment” means a wide, low pitched gable, usually over an entry.~~
- (11) ~~“Pier” means a vertical support structure such as a wall between two openings.~~
- (12) ~~“Pilaster” means a rectangular column, projecting slightly from the wall.~~
- (13) ~~“Pillar” means an upright, relatively slender shaft or structure used as a support or standing alone as a monument.~~
- (14) ~~“Porch” means an exterior appendage to a building forming a covered approach or vestibule to a doorway.~~
- (15) ~~“Portico” means a porch or walkway with a roof supported by columns.~~
- (16) ~~“Shutter” means a louvered awning which is angled to shade a window from direct sunlight and glare while preserving the outside view and admitting soft, diffused light.~~
- (17) ~~“Trim” means a finished woodwork or the like used to decorate, border, or protect the edges of openings or surfaces.~~
- (18) ~~“Wainscot” means a facing of finish material which typically covers the lower portion of a wall~~

7-11a-3. ~~Purposes of Design Standards~~ *General Provisions.*

- ~~(1) *Development Standards. All multi-family Projects shall be subject to the terms and regulations of this Chapter as set forth in this Section and shall comply with the development standards contained in this Chapter.*~~
- ~~(2) *The purposes of the standards do not include an intent to arbitrarily dictate color, materials, style, theme, and other similar considerations, but to provide parameters within which the above purposes can be fulfilled.*~~
- ~~(3) *Nothing in this Chapter shall be construed to limit the City’s exaction authority.*~~
- ~~(4) *Each Project shall include the creation of an association, or other legal mechanism acceptable to the City, with responsibility for, and authority to require and enforce, the permanent maintenance of all common ownership areas, including but not limited to amenities, landscaping and fences, in good condition so as to present a healthy, neat, and orderly appearance.*~~
- ~~(1) The purposes of the Standards include the following:~~
 - ~~(a) To achieve the goals and objectives of the General Plan.~~
 - ~~(b) To implement the policies of the General Plan, including the Principles stated in the Land Use Plan.~~
 - ~~(c) To guide the general configuration and appearance of Buildings and Projects consistent with the General Plan.~~
 - ~~(d) To preserve the valuations of Buildings and Projects, as well as the valuations of the Surrounding Properties.~~
 - ~~(e) To encourage an aesthetic appearance that serves to achieve the goals, objectives, policies, and principles of the General Plan and the Purposes stated in this Chapter.~~
 - ~~(f) To provide a fair, equitable, and predictable process for the evaluation of Project Applications.~~
 - ~~(g) To improve the quality of life of Mmulti-Ffamily residents by improving the quality of Projects and Buildings.~~
 - ~~(h) To recognize the fact that architectural and design considerations have a significant impact on the quality of life of Multi-Family residents and on property valuations.~~
 - ~~(i) To recognize the distinct geographic, historical, and other contexts that make Tooele City unique, and to encourage Multi-Family development to do the same through Building and Project design.~~
 - ~~(j) To protect major vistas and panoramas that give special emphasis to open space, mountains, and manmade or natural Landmarks.~~
- ~~(2) The Purposes of the Standards do not include an intent to arbitrarily dictate color, materials, style, theme, and other similar considerations, but to provide reasonable general parameters within which the above Purposes can be fulfilled.~~
- ~~(3) Nothing in this Chapter shall be construed to limit the City’s exaction authority.~~

7-11a-4. Project Application, Procedure.

- (1) Any person desiring to develop a Multi-Family Project shall submit to the Department a completed Application and Project Plan in conformance with Tooele City Code Chapter 7-11, Site Plan and Design Review.
- (2) The Application shall consist of the following information and documents, among others:
 - (a) Site plan showing the Project, including the configuration of all Buildings and other improvements.
 - (b) Site plan showing the Project and all existing public improvements, utilities, and structures within a distance of 150 feet from any Project property line.
 - ~~(c) Site plan showing the Project and all existing public improvements, utilities, and structures within a distance of 150 feet from any Project property line.~~
 - ~~(d)~~ Architectural rendering showing the Project and the configuration of Buildings and other improvements.
 - ~~(e)~~ Architectural rendering showing all Building elevations including all exterior details, including proposed color schemes, all and Design Elements.
 - ~~(f)~~ Architectural rendering showing the Project and all existing public improvements, utilities, and structures within a distance of 150 feet from any Project property line.
 - ~~(g)~~ All Building floor plans anticipated to be used.
 - ~~(h)~~ Landscape plan.
 - ~~(i)~~ Lighting plan which illustrates lighting accommodation for automobile and pedestrian networks and amenities.
 - ~~(j)~~ Parking plan.
 - ~~(k)~~ Signage plan.
 - ~~(l)~~ Pedestrian pathway and wheelchair ADA-compliant access plan.
 - ~~(m)~~ Storm water management plan.
 - ~~(n) Form of tenancy agreement, if the Building contains Dwelling Units for lease.~~
 - ~~(o)~~ Plans identifying at least the following:
 - (i) location of existing ~~or~~ and planned utilities including water mains and laterals, sewer mains and laterals, storm drain infrastructure, street lights, utility boxes, mail boxes, fire hydrants, electric meters, gas meters;
 - (ii) street centerline, curb, gutter, sidewalk;
 - (iii) property lines;
 - (iv) required setbacks;
 - (v) dimensioned curb cuts and driveways; and,
 - (vi) existing and proposed grades with two-foot ~~(2')~~ contours.
 - ~~(p)~~ Condominium CC&Rs, if the Building contains Dwelling Units for sale.
 - ~~(q)~~ Form of Project common ownership agreement if not covered by the CC&Rs.
 - ~~(r)~~ Other information and documents reasonably required by the Department.
 - ~~(s)~~ All schematics and drawings shall be to a scale of 100 feet to the inch, but additional schematics of higher or lower scales may be submitted.
 - ~~(t) A final proposed color palette for all Buildings, structures and fencing within the project. All schematics and drawings shall be on 24" x 36" copy or blue-line paper.~~
- (3) An Application that does not contain all of the information required by this Chapter, including the payment of application fees, shall be deemed incomplete, and shall not constitute a Project Plan, and shall not be accepted.
- (4) A Project Plan shall include consideration of the following Project site design Elements, among others:
 - (a) The coordination and integration of internal pedestrian, bicycle, and vehicular circulation routes, parking areas, and Building entries.
 - (b) The arrangement and adequacy of on-site and off-street parking.
 - (c) The location and dimensions of dumpsters and other similar structures.
 - (d) The location, type and dimensions of walls and fences.
 - (e) The coordination of the Project with existing or planned right-of-way alignments and street improvements.
 - (f) Sight distances from and to Project streets and driveways.
- (5) A Project Plan shall include consideration of the following Project landscape Design Elements, among others:
 - (a) The manner in which challenges and questions regarding sensitive lands, as defined in Tooele City Code Chapter 7-12, will be avoided, mitigated, or otherwise resolved.
 - (b) The manner in which Project landscaping will conceal or screen unsightly areas, including ground-mounted

- utility infrastructure.*
- (c) The location and *types dimensions* of hedges and other screen plantings.
 - (d) The manner in which the finish landscaping will be maintained.
 - (e) The manner in which sound and sight buffers will be incorporated *for the preservation of views, light, and air*, both within the Project and on the Surrounding Property.
 - (f) The manner in which *Open Space Common Areas* will be incorporated relative to *B*uildings, *Common Area*, parking areas, and internal circulation.
- (6) A Project Plan shall include consideration of the following Project site grading and drainage Elements, among others:
- (a) The manner in which on-site grading and drainage provides slope and soil stabilization, prevents erosion, and minimizes off-site impact.
 - (b) Plans for soil removal, fill work, retainage, soil stabilization, and erosion control.
 - (c) Plans for plantings, ground covers, and/or shrubbery as a means to prevent dust, stabilize soils, and control erosion.
 - (d) Integration and preservation of existing and proposed storm drainage ways, channels, and culverts.
 - (e) The maintenance of drainage ways, channels, and culverts on and through the Project.
- (7) A Project Plan shall include consideration of the following Project utility Elements:
- (a) The incorporation of utility systems in a manner that does not detract from *B*uilding or Project appearance.
 - (b) The size, location, and maintenance of service systems.
 - (c) The location of electrical and telephone service systems.
 - (d) The location and screening of transformers and pad-mount mechanical and electrical equipment.
 - (e) The location and sizes of all utility lines, manholes, poles, underground cables, gas lines, wells, and similar installations and facilities.
 - (f) Utility service systems maintenance.
- (8) At the time of Application, a Project applicant shall pay all site plan review and other fees approved by Resolution of the City Council.

7-11a-5. Context and Setting.

- (1) Projects shall be designed ~~to~~ *so* as to preserve and incorporate the Site’s natural features and other features contributing to a Project’s Context and Setting, such as, natural grade, natural vegetation, natural storm water and flood channels, *major vistas and panoramas (e.g., Oquirrh mountain range; Stansbury mountain range, the Great Salt Lake, and vast open space and agricultural areas)*, proximity to historical structures and areas, and the Surrounding Property (e.g., zoning, existing development).
- (2) Projects shall be designed so as to recognize existing natural and manmade Elements and Landmarks, where such Elements and Landmarks are consistent with the Purposes of this Chapter, by including in the Project Plan such Elements as are similar in appearance, design, and purpose.
- ~~(3) A Project that contains structures significantly larger or smaller than the Surrounding Property shall include Elements at the Project perimeter that provide a transitional effect to the Context and Setting of the Surrounding Property.~~
- ~~(4)~~ A Project shall be designed so as to possess a functional relationship of the Project to its Context and Setting.
- ~~(5)~~ A project incorporating existing registered historical structures shall utilize the historical features, aesthetic elements, design, and architectural elements in redevelopment. Adjacent projects are encouraged to incorporate the same into adjacent development.

7-11a-6. Design Standards: Building Orientation.

- (1) As a general rule, *B*uildings shall be oriented to the public rights-of-way and to internal circulation systems, in that order of priority.
- (2) For energy efficiency and resident comfort, *B*uildings shall be oriented so as to minimize east/west exposures and should utilize landscaping to create shade as a heat control mechanism.
- (3) Buildings and other structures shall be placed in a manner so as to minimize impairment to lines-of-sight for pedestrian, bicycle, and vehicular traffic.
- (4) Common Areas shall be located between all *B*uildings so as to encourage relatively even *B*uilding distribution on the Site and to discourage concentration of *B*uildings on any part of the Site. See **Figure 1** for examples of

Common Areas ~~and Open Space~~.

- (5) Setbacks for Multi-family dwelling buildings shall be within the range of ten to 20 feet from the edge of the public or private right-of-way. Variation in setback shall also be provided from internal roads and parking areas according to the same standard.
- (a) No more than 25% of buildings along the same frontage shall be allowed at the minimum of the setback range.
- (b) Variation in setback shall be not less than five feet between adjacent buildings along the same setback.
- (b) For projects with front loading garages and driveways, the garage door shall be setback at 20 feet from the right-of-way or accessing road to allow for tandem driveway parking.
- (c) The setback range shall be 15 feet to 30 feet when:
- (i) the proposed structure is three or more stories; or
- (ii) the project is adjacent to an existing or proposed arterial or collector street as shown on the Master Transportation Plan.
- (d) Development on corner lots shall comply with the provisions of Section 7-2-11 of the Tooele City Code in which the sight line at an intersection shall not be obstructed.
- (e) Setbacks between buildings shall not be less than one-half of the total height of the taller of the buildings between which the measurement applies as measured from finished grade to the peak of the roof pitch.

7-11a-7. Design Standards: Vertical Alignment, ~~Roofline Articulation~~.

- (1) Building rooflines shall be ~~articulated distinguished~~ by incorporating ~~the following Roofline Articulation alignment Elements such as:~~
- (a) Stair-stepped rise and/or fall in the roofline;~~;~~
- (b) Castle-top rise and fall in the roofline;~~;~~
- (c) Roof pitch;~~;~~
- (d) Gables;~~;~~ and
- (e) Gambrel windows.
- ~~(2) The number of Roofline Articulation Elements shall be as follows:~~
- ~~(a) At least one (1) Roofline Articulation Element for Buildings with three (3) or less Dwelling Units on any Building story.~~
- ~~(b) At least one (1) additional Roofline Articulation Element for every additional two (2) Dwelling Units above two (2) on any Building story. Example: a Building with five (5) Dwelling Units requires one (1) Roofline Articulation Element for the first three (3) Dwelling Units, and one (1) Roofline Articulation Element for the additional two (2) Dwelling Units.~~
- (2) Unit Definition. Multi-family Buildings shall include design features that differentiate adjoining units and create identity for each unit. This goal shall be achieved through the following requirements:
- (1) Multi-family Projects shall include a variety of unit sizes.
- (2) Multi-family Projects shall include a variety of heights which may include roofline stair-steps or castle-top rises.
- (i) Long, continuous rooflines greater than 50 feet shall not be permitted.
- (ii) To encourage height variation, multi-family Buildings shall be allowed to exceed the maximum allowable height by no more than three feet for no more than 50% of the building's units, except that in no event shall structures adjacent to a less intensive land use exceed the maximum allowable height within 50 feet of the Project boundary line adjacent to the less intense land use.
- (3) Each roofline stair-step or castle-top rise and/or fall shall be at least ~~twenty-four 24~~ inches (~~24"~~) in height.
- (4) See **Photo Group 1** for examples of Roofline ~~Articulation~~ Alignment Elements.
- (5) Rooftop heating, air conditioning, and other mechanical equipment shall be screened from the view of pedestrians or drivers from a horizontal distance of not less than ~~two hundred 200~~ feet (~~200'~~) in all directions from ~~B~~ buildings, at street level, with screening materials, design, and color similar to the supporting rooftop.
- (6) Vent stacks, pipes, and other similar features shall be black or of a color similar to the supporting rooftop.
- (7) Roofs and gables shall have a slope of at least a 1-to-4 ratio, or 22.5 degrees. Shallower or flat roofs are prohibited.

7-11a-8. Design Standards: Horizontal Alignment, Facades ~~Articulation~~.

- (1) Front **B**uilding facades, and rear facades of **B**uildings backing onto a public street, shall ~~be articulated by~~ incorporate ~~ing~~ wall projections and recesses, and at least two ~~(2)~~ of the following ~~H~~orizontal ~~Articulation~~ ~~alignment~~ ~~E~~lements, as described in this Section:
 - (a) Vertical elements. *See Photo Group 3 for examples.*
 - ~~(i) Two (2) or more pillars, columns, pilasters, or other similar Vertical Elements, of at least twelve inches (12) inches each in width, and~~
 - ~~(ii) Corner treatments such as quoins, columns, pilasters or other Design Elements. See Photo Group 4 for examples.~~
 - (b) Wainscot.
 - (c) Windows and balconies.
- (2) Side **B**uilding facades shall ~~be articulated by~~ incorporate ~~ing~~ wainscot where wainscot is incorporated on any other **B**uilding facade, and incorporating at least one ~~(1)~~ windows per dwelling unit, as described in this Section.
- (3) Wall projections and recesses. See **Photo Group 2** for examples.
 - (a) Wall projections and recesses are sections of ~~a~~ **B**uilding facade that project out from the front ~~horizontal~~ ~~vertical~~ plane of the **B**uilding, or recess into the front horizontal plane of the **B**uilding.
 - (b) Dimensions.
 - (i) Projecting and recessed facade sections shall be at least as wide as a ~~D~~dwelling ~~U~~nit on the first fully or partially above-ground **B**uilding floor.
 - (ii) Each facade projection and/or recess shall be at least ~~twenty-four (24)~~ ~~inches (24")~~ deep.
 - (c) Quantity. The number of projecting and/or recessed front facade sections shall be as follows:
 - (i) At least one ~~(1)~~ for **B**uildings with three ~~(3)~~ or less ~~D~~dwelling ~~U~~nits on any **B**uilding story.
 - (ii) At least two ~~(2)~~ for **B**uildings with four ~~(4)~~ or five ~~(5)~~ ~~D~~dwelling ~~U~~nits on any **B**uilding story.
 - (iii) At least three ~~(3)~~ for **B**uildings with six ~~(6)~~ or more ~~D~~dwelling ~~U~~nits on any **B**uilding story.
- ~~(4) Vertical Elements. See Photo Group 3 for examples.~~
 - ~~(a) Two (2) or more pillars, columns, pilasters, or other similar Vertical Elements, of at least twelve inches (12) inches each in width, and~~
 - ~~(b) Corner treatments. See Photo Group 4 for examples.~~
- ~~(5) Wainscot. See Photo Group 5 for examples.~~
 - (a) Wainscot and trim along the entire **B**uilding facade.
 - (b) The wall areas above and below the wainscot trim shall be of different colors and/or materials.
- ~~(6) Windows and Balconies. See Photo Group 6 for examples.~~
 - (a) Bay and/or box windows: at least one ~~(1)~~ in the front **B**uilding facade for each one ~~(1)~~ ground-floor ~~D~~dwelling ~~U~~nit.
 - (b) Balconies: at least one ~~(1)~~ for each ~~one (1)~~ ~~D~~dwelling ~~U~~nit above the ground floor.
- ~~(7) For purposes of this Chapter, covered Ddwelling Uunit entrances do not constitute be considered horizontal articulation alignment elements.~~
- ~~(8) There shall be a roof overhang at the eaves and gable ends of not less than twelve (12) inches (12"), excluding rain gutters, measured from the vertical sides of the Bbuilding. The roof overhang requirement shall not apply to areas above porches, alcoves, and other appendages.~~
- ~~(9) Exposed foundation walls shall not exceed four feet above the finished grade at any point along the foundation.~~
- ~~(9) Rear and side building facades that face upon a public street shall be designed as though a front facade.~~
- ~~(10) Townhouse or other in-line oriented multi-family unit Buildings shall have no more than eight contiguous units without a separation in the building of at least the minimum side yard setback prescribed by the zoning district or the structural separation required by the Building Code, whichever is greater. Buildings containing apartment, condominium or other horizontally and vertically contiguous multi-family units shall be allowed up to 16 ground floor units with a maximum of eight ground floor units along any one Building facade.~~

7-11a-9. Design Standards: Windows.

- (1) Front facade windows, and rear facade windows of **B**uildings backing onto a public street, shall include the use of one ~~(1)~~ or more of the following ~~W~~indow ~~E~~lements:
 - (a) Shutters, of a color different than the wall sections adjacent to the shutters, and/or
 - (b) At least one ~~(1)~~ of the following ~~W~~indow ~~T~~rim ~~E~~lements:
 - (i) Trim, at least ~~four (4)~~ ~~inches (4")~~ in width, of a color different than the wall sections surrounding the

- (6) Quantity. ~~Projects shall include plantings in the following minimum quantities:~~ The plantings throughout multi-family Projects are intended to enhance and beautify community appearance and to protect welfare by protecting residents and visitors from the traffic, noise, glare, trash, activity, vibration, odor, visual disorder and other adverse or harmful effects associated with some uses. For the purpose of this Section, a building section shall mean the area between building entrances, the area between a building entrance and the edge of the facade, or the number of horizontal units behind the facade where there are no building entrances. The following shall be required for areas of the Project:
- ~~(a) In areas located within thirty feet (30') of any Building~~
- ~~(i) One (1) deciduous tree per Dwelling Unit; and,~~
- ~~(ii) Four (4) shrubs per Dwelling unit. Any one (1) shrub may be replaced by a grouping of at least three (3) perennial flowers.~~
- ~~(iii) Trees, shrubs, and/or flowers shall be distributed evenly around the Building perimeter, except that a larger proportion of trees may be placed on the eastern and western sides of the Building.~~
- ~~(iv) Trees, shrubs, and/or flowers shall be distributed evenly around the Building perimeter, except that a larger proportion of trees may be placed on the eastern and western sides of the Building.~~
- ~~(b) In Common Areas:~~
- ~~(i) One (1) tree grouping of three (3) or more deciduous trees per 1,000 square feet of Common Area.~~
- ~~(c) In Open Space:~~
- ~~(i) One (1) tree per 1,000 square feet of Open Space. Trees shall be a mixture of deciduous and evergreen, and may include preexisting mature trees that are incorporated into Project Open Space.~~
- ~~(ii) One (1) additional tree for each 500 square feet of Building footprint at ground-level; and,~~
- ~~(iii) Four (4) shrubs per Dwelling Unit.~~
- ~~(iv) Trees and shrubs may be grouped or clustered.~~
- (a) In on-site areas between each building and streets outside of the Project, per building section, exclusive of right-of-way and parkstrip requirements:
- (i) along arterial class roads:
1. at least two shade trees and one ornamental tree; and,
2. at least 150 square feet of planting beds containing flowers, shrubs, and non-turf ground cover;
- (ii) along major collector class roads:
1. at least two shade trees and one ornamental tree; and,
2. at least 100 square feet of planting beds containing flowers, shrubs, and non-turf ground cover;
- (iii) along minor collector class roads:
1. at least two shade trees; and,
2. at least 100 square feet of planting beds containing flowers, shrubs, and non-turf ground cover;
- (iv) along local class roads:
1. at least two shade trees; and,
2. at least 75 square feet of planting beds containing flowers, shrubs, and non-turf ground cover;
- (b) In areas fronting upon a road which fall between buildings, there shall be at least one tree for every 40 feet of frontage for that area;
- (c) In areas around buildings that border on Common Areas:
- (i) along a side facade of each building shall have at least one shade tree; and,
- (ii) along a rear facade of each building shall have at least two shade trees;
- (d) In areas between buildings and parking areas or internal access roads:
- (i) along a side facade of each building shall have at least one shade tree; and,
- (ii) along a front or rear facade of each building shall have at least two shade trees and planting beds containing flowers, shrubs, and non-turf ground cover that outline the entrance to the building; and,
- (e) In areas between buildings and Project boundaries not abutting a street, the requirements shall be the same as those for areas between buildings and a minor collector class street.
- (f) Common Areas not immediately adjacent to a building shall have shade trees and planting beds containing flowers, shrubs, and non-turf ground cover to complement usable open amenity areas for residents identified in Section 7-11a-22 of this Title. The number of trees to be provided shall not be less than the number of ground floor dwelling units in the Project and shall be generally distributed throughout the Project but may be clustered in Common Areas to provide open activity areas as identified in Section 7-11a-22 of this

- Title.
- (a) For the purpose of compliance with this Section, townhouse Projects or portions of Projects containing townhomes, may reduce the required landscaping from Subsection (6)(a) herein, along the front and rear facade to not less than one tree and 50% of the required planting bed area but shall include the remainder of this requirement in Common Areas of the Project.
- (7) The landscaping plan for a Project shall consist of ground covers, shrubs and planting beds, and trees. Projects shall provide a landscaping plan that consists of at least 25% ground cover that is sod, grass or other surface material that provides a playable surface and a maximum of 75% may be planted with such ground covers. For the purpose of this calculation fall surfaces around play equipment may be considered as a playable ground cover surface.
- (8) Types. Landscaping includes trees, shrubs, groundcover, flowerbeds with perennial flowers, Dry-Scape, and grass. ~~Dry-scape includes rock, bark, and other low-water landscaping materials generally used in the landscaping industry.~~ New trees shall be at least ~~one and one-half~~ two-inch (~~1½~~) caliper measured at the base of the tree and at least six feet in height measured from the top of the root ball. Drought tolerant and water-wise landscaping is encouraged.
- (9) Projects shall be designed to incorporate existing mature trees (i.e., ten (~~10~~) or more years old, or four-inch (~~4"~~) caliper trunk measured at the base of the tree). The minimum required number of new trees in any Project area (i.e. ~~Open-Space Common Area~~) shall may be reduced by ~~one (1)~~ three for every ~~one (1)~~ existing mature tree preserved and incorporated into that area of the Project.
- (10) Landscaping used to satisfy any one requirement of this Section shall not be construed to satisfy any other requirement. Each requirement shall be satisfied independent of any other unless otherwise specified.
- (11) Irrigation.
- (a) All landscaped areas shall incorporate permanent, automated, irrigation systems that shall:
- (i) Utilize water consumption reducing mechanisms or devices, such as, low-volume sprinkler heads, drip emitters, and bubbler emitters; and,
- (ii) Utilize water saturation sensors or other mechanisms or devices that prevent over-watering; and,
- (iii) Irrigate trees and shrubs with drip irrigation; and,
- (iv) Reduce wasteful and unnecessary water usage.
- (b) Trees and shrubs shall be located in similar water usage demand zones.
- (12) Maintenance. Each Project shall include the creation of an association, or other legal mechanism acceptable to the City, with responsibility for, and authority to require and enforce, the permanent maintenance of all landscaping in good condition and free from refuse and debris so as to present a healthy, neat, and orderly appearance.
- (a) Dead trees, shrubs, and other plantings shall be replaced within ~~sixty (60)~~ days, or by November 1, whichever is earlier.
- (b) Grassy areas shall be treated in a manner so as to discourage weed growth.
- (c) For the purposes of compliance with this Chapter, artificial grass which emulates natural grass may be substituted for natural grass provided that maintenance is established for the regular cleaning of the surface and period replacement of the artificial grass as needed.
- (13) Parking areas. All landscaped areas shall be separated from parking and drive surfaces by a curb ~~at least six (6)~~ inches high.
- (14) Multi-family redevelopment projects within an existing registered historical building shall have no landscaping requirements specific to the historical building beyond those landscaping areas previously established with and around the building. Those previously established landscaping areas shall be developed according to the provisions of this section.
- (15) Detention basins shall be landscaped and maintained as a part of the Project landscaping.

7-11a-13. Design Standards: Parking and Internal Circulation.

- (1) Parking areas shall be contained within the interior of the Site ~~of or~~ under the ~~B~~ buildings. Parking areas shall be no closer to a public right-of-way or exterior road than ~~ten (10)~~ 20 feet ~~to a public right-of-way or the setback of the closest building to that same road, whichever is greater.~~
- (2) Direct access to parking areas shall be from internal roads, not from a public road.
- (3) Parking areas of six (~~6~~) or more spaces shall be effectively screened from public streets and Surrounding

Property. Screening may be with fencing, berming, or landscaping, which landscaping may be credited to the ~~Open Space~~ Common Area landscaping percentage requirements contained in this Chapter.

- (4) The predominant view from the public roads shall be Buildings, not parking areas.
- (5) Parking structures, including enclosed parking, shall utilize materials, colors, and design similar to those of the nearest Building.
- (6) Covered parking shall utilize colors and design similar to those of the nearest building.
- (7) At least one required resident parking space per unit shall be provided as a covered or enclosed parking space. Parking provided within an enclosed building may count towards required parking upon provision ensuring that the enclosed parking must be used for primarily parking.
- (8) All required parking for residents and visitors shall be provided within the Project, exclusive of roads and rights-of-way, and:
 - (a) resident spaces shall be made available to all residents and their visitors as a part of their residency without charge or restriction;
 - (b) resident spaces may be assigned for the dedicated use of the tenants of specific units;
 - (c) resident spaces may be restricted from use by non-residents or visitors; and
 - (d) visitor spaces shall be dispersed throughout the Project.
- (9) Rows of parking shall not include more than 12 spaces without a landscaping break of not less than five feet. These breaks are encouraged to include pedestrian pathways where reasonable for access around and through the Project and to buildings.
- (10) Roads on the interior of a Project are encouraged to emulate the horizontal cross section of public roads and shall meet the same minimum vertical construction standards as public roads.
- (11) A traffic impact study shall be required for all multi-family Projects planned to contain 50 or more units, or as otherwise required by the City Engineer.

7-11a-14. Design Standards: Signage.

- (1) Tooele City Code Chapter 7-25, regarding signage, shall apply to all Projects except as expressly provide otherwise by this Chapter.
- (2) Building signage shall be designed as an integral architectural part of Building design.
- (3) Project signage. See the Subsection, herein, relating to Project Entrances.

7-11a-15. Design Standards: Lighting.

- (1) Security and other lighting shall be sufficient to illuminate every building entrance, pedestrian pathway, and parking area, ~~but shall not be excessive.~~
- (2) Theme Lighting. Lighting and light fixtures utilized throughout the Project to illuminate streets, pathways, parking areas, Building entrances, and Building facades shall be consistent and thematic in terms of their design, placement, and brightness.
- (3) Building lighting. Buildings shall be illuminated with a minimum of one ~~(1)~~ wall-mounted light fixture per ground-floor Building and Dwelling Unit entrance.
- (4) Building Area Lighting. Where any Building is located more than 30 feet from a public street, additional lighting shall be provided by way of free-standing lighting fixtures located in the Common Area, ~~Open Space~~, and/or other area between the Buildings and public streets. ~~The fixtures shall produce light at least the equivalent to light produced by a 100-watt incandescent bulb per each 50 feet of street frontage or fraction thereof.~~
- (5) Common Area. Common Areas shall be lighted to illuminate an area with a radius equal to the distance between the approximate Common Area center and the nearest Building by installing lighting fixtures ~~that emit light at least equivalent to that of one (1) 100-watt incandescent bulb 200 feet in all directions.~~
- (6) Street Lights. If a pre-existing abutting public street is not lighted, the Project Plan shall include regularly-required street lights.
- (7) Parking Areas. Each parking area shall be illuminated for safety by installing lighting fixtures ~~that emit light at least equivalent to that of one (1) 100-watt incandescent bulb per 50 feet in all directions,~~ with a maximum fixture height of ~~sixteen (16)~~ feet.
- (8) Lighting used to satisfy any one requirement of this Section shall not be construed to satisfy any other requirement. Each requirement shall be satisfied independent of any other.
- (9) Glare and shielding. All lighting shall be shielded so as not to shine into adjacent Buildings or Surrounding

Property and to reduce glare and waste.

- (10) Light pollution. Lighting shall be designed and installed such that light will not spill ~~into~~ onto the Surrounding Property. All exterior lighting shall comply with Tooele City Code Chapter 7-30, regarding light pollution and waste.

7-11a-16. Design Standards: Utilities.

- (1) All new utilities shall be placed underground. Pre-existing above-ground utilities located on the Project side of public streets, or on the Site, shall be relocated underground.
- (2) Pad-mounted transformers and/or meter box locations shall be screened with landscaping or building materials similar to Project walls, fences, or Buildings.
- (3) ~~All utility connections shall be designed to be similar with the architectural elements of the site so as to minimize above-ground exposure and visibility.~~ All building and ground-mounted utility infrastructure, such as meters, shutoffs, junction boxes and transformers, shall be coordinated with the respective utility companies such that their final determined locations are shown on the application plans submitted for approval. Such infrastructure shall also be planned for such that their location minimizes their visibility from outside the Project and shall be screened using architectural features or landscaping.
- (4) Storm water detention and/or retention facilities shall be incorporated into, and be designed as part of, the landscaping plan.

7-11a-17. Design Standards: Walls and Fences.

- (1) The Project perimeter property line shall be fenced, except for the portions of the Project that abut a public street.
- (2) Perimeter fencing shall utilize ~~materials,~~ colors, and design similar to those utilized for Buildings.
- (3) Allowed fencing materials include natural or cultured stone masonry, brick masonry, split-faced block masonry, decorative precast concrete panel, stucco, vinyl, and other similar materials.
- (4) All perimeter fences shall have vertical sections, such as columns or piers, spaced at regular intervals (i.e., between ~~twenty (20) eight~~ and 50 ten feet apart).
- (5) Prohibited fencing materials include chain link, barbed wire and other wire materials, wood, and cinder block masonry, except where covered by stucco or brick masonry.
- (6) Sight-obscuring privacy fencing shall be provided along Project boundaries abutting properties zoned for or developed with non-multi-family uses. All other Project boundaries, when proposed for fencing, shall be fenced with minimally sight-obscuring fencing, such as split rail fencing, that creates an open and inviting atmosphere with openings that permit access from adjacent streets. Each Project shall include the creation of an association, or other legal mechanism acceptable to the City, with responsibility for, and authority to require and enforce, the permanent maintenance of all fences in good condition so as to present a healthy, neat, and orderly appearance.
- (7) ~~Examples of allowed fencing materials and vertical sections are shown in~~ **Photo Group 10.**

7-11a-18. Design Standards: Building Materials.

- (1) Siding Exterior Finishes. Exterior Building siding materials shall be natural or cultured brick or stone over at least ~~ten (10) 50% percent~~ of the entire Building facade (not including windows and doors), the remaining ~~90 percent~~ 50% being brick, stone, stucco, clapboard, wood, block/masonry, and/or vinyl. At least ~~33 75% percent~~ of the ~~ten (10) 50% percent~~ shall be on the front Building facade. All building facades that face a public right-of-way or exterior street shall utilize at least 40% of these allowable materials.
- (2) Roof. Roof materials shall be architectural asphalt or composition shingles (at least 30-year), ceramic or clay tiles, or other long-lived weather-resistant materials.

7-11a-19. Design Standards: Color.

- (1) ~~Colors selected for~~ Colors selected for Buildings, parking structures, dumpster enclosures, fences, and other structures and materials shall serve to achieve the purposes of the General Plan ~~the and~~ this Chapter, particularly earth tone colors, and shall take into consideration a Project's Context and Setting. Each building facade shall incorporate not less than two colors per elevation, with front building facades and rear building facades facing onto a public street incorporating not less than three colors each.
- (2) ~~Building facade colors shall be low reflective, subtle, neutral, or earth tone colors. No sharply contrasting, overly-~~

~~bright, or obnoxious colors (e.g., hot pink) are allowed.~~

7-11a-20. Design Standards: Vents.

- (1) Where vents are utilized, whether functional or faux, on a ~~B~~building facade, the vents shall be of the same colors, materials, and style as the ~~B~~building facade upon which the vents are mounted, but shall be of a color different than the wall sections surrounding the vents, or shall be trimmed with a color different than the wall sections surrounding the vents.
- (2) See **Photo Group 11** for examples.

7-11a-21. Design Standards: Dumpster Enclosures.

- (1) Garbage dumpsters and receptacles shall be enclosed on all sides with opaque screening materials. For at least the three ~~(3)~~ non-vehicular access sides, screening materials shall be masonry (but not cinder block or smooth face block) ~~or vinyl~~. Screening materials for the dumpster enclosure gate shall be vinyl or other solid, opaque materials.
- (2) Dumpster enclosures shall utilize the same colors and materials as the ~~B~~buildings.
- (3) ~~Dumpsters shall be located a minimum of 100 feet from any Building or Surrounding Property dwelling except within in the MU-B zoning district. Within the MU-B zoning district, dumpsters~~ and waste collection shall be located within a rear or interior side yard and may otherwise be located as suitable to minimize noise, dust, odors or other nuisances and provide for safe collection.
- (1) Dumpster enclosures shall be located so as to not interrupt, encroach upon, or interfere with the Project's vehicular or pedestrian pathways or parking areas.
- (2) Dumpster enclosures shall be designed to minimize the public view thereof by placement interior to the project near the rear perimeter of the Project.
- (3) Dumpster enclosures shall include landscaping on at least two ~~(2)~~ sides. Landscaping shall consist of shrubs, vines, and/or Dry-~~s~~cape.

7-11a-22. Design Standards: Common Areas.

- (1) Common Areas shall incorporate Design Elements that encourage frequent, safe use of the Common Area by Project residents and visitors. Common Areas shall be incorporated in the development plans such that it is made available to everyone residing in the boundaries of the development.
- (2) Common Areas between any two ~~(2)~~ adjacent ~~B~~buildings shall be of sufficient dimensions to accommodate pedestrian pathways, landscaping, and area for activities an eight-foot long picnic table.
- (3) Common Area shall be landscaped in accordance with the Landscaping Design Standards, above. Common Area may include pathways, patios, recreational activity areas, picnic tables, pavilions, gazebos, and water features. All areas containing play equipment shall include fall material to a depth of at least 12 inches or a depth required by the manufacturer, whichever is greater.
- (4) ~~Common Area in Projects of twenty (20) or more Dwelling Units shall include a playground with play equipment designed to accommodate at least twenty (20) children. All play equipment shall be commercial grade and shall satisfy the minimum standards and specifications contained in the Consumer Products Safety Commission (CPSC) and the American Standards for Testing Materials (ASTM). Every additional twenty (20) Dwelling Units shall trigger the requirement for additional playground area with play equipment designed to accommodate an additional twenty (20) children. All playground areas containing play equipment shall include fall material to a depth of at least twelve (12) inches.~~ The playground facilities are private Project improvements and shall not entitle the Project to a credit against City impact fees.
- (5) Common Area shall include functional Design Elements, such as, seating and tables for eating, ~~and~~ trash receptacles, patios, recreational activity areas, picnic tables, pavilions, gazebos, and water features which shall be accessible to all residents including the disabled and to children, and which shall be designed in relation to trees and tree groupings for shade and to pedestrian pathways for access. Areas provided for recreational activities shall be open areas free from trees or other Design Elements with grass or other appropriate surfacing, but not rock or mulch materials, that allows for general play or activity. Open areas for recreational activities may be associated with gathering spaces such as pavilions, seating, picnic or eating areas.
- (6) ~~Each Project shall include the creation of an association, or other legal mechanism acceptable to the City, with responsibility for, and authority to require and enforce, the permanent maintenance of all Common Areas in~~

~~good condition and free from refuse and debris so as to present a healthy, neat, and orderly appearance.~~

~~Amenities. Centrally located amenities shall be provided for all multi-family Projects.~~

~~(a) Projects of fewer than 50 dwelling units shall provide an amenities package including at least one amenity from the following list.~~

~~(i) Tot lot / play structure.~~

~~(ii) Courtyard with benches, picnic tables and BBQ areas with shade structures.~~

~~(iii) Swimming pool (indoor or outdoor).~~

~~(iv) Sports courts (i.e. tennis, basketball, volleyball).~~

~~(v) Other active or passive recreational areas that meet the intent of this standard.~~

~~(b) Projects of 51 to 100 dwelling units shall include two amenities listed in Subsection (6)(a) plus a minimum of one functional social area, inside or outside, of not less than 1,000 square feet in gathering space.~~

~~(c) Projects of 101 to 150 dwelling units shall include two amenities listed in Subsection (6)(a) plus a minimum of one inside social area of not less than 1,000 square feet in gathering space and a minimum of one outside covered social area of not less 1,000 square feet in gathering space.~~

~~(d) Projects containing 151 units or more shall include those amenities identified in Subsection (6)(c) plus one additional amenity listed in Subsection (6)(a) for every 50 units or portion thereof thereafter.~~

~~(e) Projects located on properties identified by any City master plan to contain or are adjacent to corridors for trails shall incorporate and construct the trails pursuant to the terms of the master plan.~~

~~(7) Phasing. Projects proposed to be constructed in phases shall design for amenities needed for a total buildout prior to approval of the first phase. Amenities may be constructed such that amenities are implemented as phases include the number of units requiring those amenities. Amenities shall be constructed and completed prior to the completion and occupancy of the phase that necessitates those amenities.~~

~~(8) Slope Areas. A maximum of 25% of a Project's slope areas in excess of 30% can be included in the required area calculation for Common Space provided that all slope areas in excess of 30% are preserved from disturbance. Inclusion of sloped area in the calculation of required Common Space is intended to be complimentary and shall not relieve the requirement for the provision of amenities, pathways, or any other Common Space requirement.~~

~~7-11a-23. Design Standards: Open Space.~~

~~(1) In addition to Common Areas, Open Space shall be provided on the Site equal to 25% of the Net Developable Area.~~

~~(2) Open Space shall be landscaped in accordance with the Landscaping Design Standards, above.~~

~~(3) Each Project Plan shall incorporate areas for trails pursuant to any City master plan or capital facilities plan relating to trails.~~

~~(4) Open Space may include pathways, patios, recreational activity areas, picnic tables, pavilions, gazebos, and water features so long as such surfaces do not exceed fifteen (15) percent of the minimum Open Space.~~

~~7-11a-234. Design Standards: Pedestrian Pathways.~~

~~(1) All improved pathways shall be wheelchair ADA-accessible.~~

~~(2) Crosswalks shall utilize materials and colors different than the road sections that the crosswalks traverse.~~

~~(3) All Sites shall incorporate continuous, wheelchair ADA-accessible pedestrian pathway that provides direct access to each Building, Common Area, parking area, and public sidewalk.~~

~~(4) Pedestrian pathways shall be provided between development access points, entryways, gathering nodes, parking areas and linking the Project to surrounding neighborhoods.~~

~~7-11a-245. Design Standards: Zoning.~~

~~Cross reference Tooele City Code Chapter 7-14 for questions of zoning, including allowed uses, required setbacks, and maximum building heights.~~

~~7-11a-256. Figures.~~

~~Figure 1: Common Area, Open Space~~

~~7-11a-267. Photo Groups.~~

~~Photo Group 1: Roofline Articulation~~

Photo Group 2: Wall Projections and Recesses
Photo Group 3: Vertical Elements
Photo Group 4: Corner Treatments
Photo Group 5: Wainscot
Photo Group 6: Windows and Balconies
Photo Group 7: Windows
Photo Group 8: Building and Dwelling Unit Entries
Photo Group 9: Project Entry Monuments
Photo Group 10: Fencing
Photo Group 11: Vents

EXHIBIT D

Proposed Revisions to Tooele City Code Chapter 7-13

CHAPTER 13. ZONING DISTRICTS

7-13-1. Establishment of ~~z~~Zoning ~~d~~Districts.

7-13-2. Rules for ~~l~~Locating ~~b~~Boundaries.

7-13-1. Establishment of ~~z~~Zoning ~~d~~Districts.

- (1) In order to accomplish the purposes of this Title, Tooele City is hereby divided into the following zoning districts:
 - (a) Multi-Family Residential (MR-25)
 - (b) ~~High-Density~~ Multi-Family Residential (HDR MR-16);
 - (c) ~~Medium-Density~~ Multi-Family Residential (MDR MR-8);
 - (d) Medium Density Residential (R1-7);
 - (e) Medium Density Residential (R1-8);
 - (f) Medium Density Residential (R1-10);
 - (g) Low Density Residential (R1-12);
 - (h) Low Density Residential (R1-14);
 - (i) Low Density Residential (R1-30);
 - (j) Low Density Residential (RR-1);
 - (k) Low Density Residential (RR-5);
 - (l) Low Density Residential (RR-20);
 - (m) Multiple Use (MU-160).
 - (n) Mixed Use – General (MU-G)
 - (o) Mixed Use – Broadway (MU-B)
 - (p) Neighborhood Commercial (NC)
 - (q) General Commercial (GC)
 - (r) Regional Commercial (RC)
 - (s) Light Industrial (LI)
 - (t) Industrial (I)
 - (u) Research and Development (RD)
- (2) The location and boundaries of each of the zoning districts are shown on the zoning map entitled, "Tooele City Zoning." All boundaries, notations, and other data shown thereon are hereby adopted as part of this Title.
- (3) Special Purpose Overlay Zoning Districts. From time to time the City may establish overlay zoning districts for specific purposes that apply on top of the base zoning districts identified in this Section. These overlay zoning districts may be established in other chapters of this Title based on their intended purpose.

7-13-2. Rules for ~~l~~Locating ~~b~~Boundaries.

Where uncertainty exists as to the boundary of any District, the following rules shall apply:

- (1) Wherever the District boundary is indicated as being approximately upon the centerline of a street, alley or block or along a property line, then, unless otherwise definitely indicated on the map, the centerline of such street, alley, block or such property line, shall be construed to be the boundary of such District.
- (2) Wherever such boundary line of such District is indicated as being approximately at the line of any river, irrigation canal or other waterway, or railroad right-of-way, or public park or other public land, or any section line, then in such case the center of such stream, canal or waterway, or of such railroad right-of-way, or the boundary line of such public land or such section line shall be deemed to be the boundary of such District.
- (3) Where such District boundary lines cannot be determined by the above rules, their location may be found by the use of the scale appearing upon the map.
- (4) Where the application of the above rules does not clarify the District boundary location, the Board of Adjustment shall interpret the map.

EXHIBIT E

Proposed Revisions to Tooele City Code Chapter 7-14

CHAPTER 14. RESIDENTIAL ZONING DISTRICTS

- 7-14-1. Residential Zoning Districts.
- 7-14-2. Residential Zoning Districts Purpose.
- 7-14-3. Uses Allowed within the Residential Zoning Districts.
- 7-14-4. Table of Allowed Residential Density and Table of Residential Site Planning and Development Standards.
- 7-14-5. Table of Minimum Residential Dwelling Unit Size.
- 7-14-6. Accessory Structure Requirements.
- 7-14-7. Porches.
- 7-14-8. Off-Street Parking Requirements.
- 7-14-9. Keeping of Animals and Household Pets.
- 7-14-10. Apiaries

7-14-1. Residential Zoning Districts.

In accordance with the requirement of the Utah Code that zoning within municipalities be by districts, Tooele City has established and identified on the Tooele City Zoning District Map the following residential zoning districts which govern the use, intensity, area and other requirements for the use of residential land as required by this Ordinance. The map accompanying this Ordinance, and incorporated herein by reference, identifies the location and extent of each residential zoning district within the City. All development, use, activity, and authorized permits and licenses shall adhere to all the provisions, standards, and requirements of the applicable zoning district. To meet the purposes of this Ordinance, Tooele City is divided into the following residential and special purpose zoning districts:

~~High-Density Residential (HDR)~~
~~Medium Density Residential (MDR)~~
[Multi-Family Residential \(MR-25\)](#)
[Multi-Family Residential \(MR-16\)](#)
[Multi-Family Residential \(MR-8\)](#)
Medium Density Residential (R1-7)
Medium Density Residential (R1-8)
Medium Density Residential (R1-10)
Low Density Residential (R1-12)
Low Density Residential (R1-14)
Low Density Residential (R1-30)
Low Density Residential (RR-1)
Low Density Residential (RR-5)
Low Density Residential (RR-20)
Multiple Use (MU-160)
In-Fill Overlay (IFO)

7-14-1.1. In-Fill Overlay District.

The In-Fill Overlay special purpose zoning district is formulated to appropriately encourage residential development and redevelopment on lots and parcels of record that may be nonconforming or surrounded by developed land in order to more efficiently utilize residential land, existing public infrastructure, and public services. Table 5 to this Chapter establishes development standards designed to fulfill the purpose of the In-Fill Overlay district.

7-14-2. Residential Zoning Districts Purpose.

The residential zoning districts of Tooele City, and as presented in Table 1 and Table 2 are formulated and provided and achieve the following purposes:

- (1) The purpose of the MR-25 Multi-Family Residential district is to provide an environment and opportunities for high-density residential uses, primarily, apartments, condominiums and townhouses. The purpose of the ~~High Density~~ ~~MR-16 Multi-Family Residential~~ district (~~HDR~~) is to provide an environment and opportunities for high-density residential uses, including ~~single-family detached and~~ primarily attached residential units, apartments, condominiums and townhouses with limited attached single-family dwellings. The purpose of the MR-8 Multi-Family Residential district is to provide an environment and opportunities for high-density residential uses,

including attached single-family residential units, apartments, condominiums and townhouses. This zoning district is intended to serve as a transitional district between principally single-family residential zoning districts and higher density multi-family zoning districts.

- (2) The medium density residential districts (~~MDR~~, **R1-7, R1-8, and R1-10**) are designed to provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City's residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single-family dwellings, and two-family dwellings ~~and multi-family dwellings~~ in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.
- (3) The low density residential districts (**R1-12, R1-14, R1-30, RR-1, RR-5, RR-20**) provide for single-family residential areas and single-family dwelling units on larger individual lots. Additionally these districts are intended to allow and make available Rural Residential opportunities and agricultural uses protected from the encroachment of incompatible uses.
- (4) The purpose of the Multiple Use District (**MU-160**) is to provide areas in mountain, hillside, canyon, valley, desert and other open and generally undeveloped lands where residential uses should be limited in order to protect the land resource, to limited demands for public facilities and services, to provide opportunities for forestry, agriculture, mining, wildlife habitat, and recreation, to avoid damage to water resources and water shed areas, and to protect the health and safety of the residents of the City and adjoining areas.

7-14-3. Uses Allowed within the Residential Zoning Districts.

The Table of Uses (Table 1) identifies the uses allowed within each Residential Zoning District of the City. The Table of Uses identifies uses allowed as a Permitted Use (identified as "P" in the Table of Uses) and uses allowed as a Conditional Use (identified as "C" in the Table of Uses). Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.

7-14-4. Table of Allowed Residential Density and Table of Residential Site Planning and Development Standards.

The table of Allowed Residential Density (Table 2) and the Table of Residential Site Planning and Development Standards (Table 3) identifies the residential intensity, lot area requirements, site development standards, site coverage standards, and other requirements for the uses allowed within each Residential Zoning District provided by Tooele City.

7-14-5. Table of Minimum Residential Dwelling Unit Size.

Table 4 establishes the minimum dwelling unit size allowed within the Residential Zoning Districts of the City.

7-14-6. Accessory Structure Requirements.

To facilitate the placement of accessory buildings and structures on a residential lot that already has a principal residential structure established the following requirements are identified:

- (1) All accessory buildings and structures shall be required to comply with the minimum front yard setback and shall be set back a minimum of at least six ~~(6)~~ feet from the principal structure.
- (2) All accessory buildings and structures shall be setback a minimum of five ~~(5)~~ feet from the rear and side property lines. This five ~~(5)~~ feet setback may be reduced to one ~~(1)~~ foot provided the following requirements are met:
 - (a) accessory buildings are constructed in such a manner that the roof does not infringe onto adjoining property;
 - (b) all accessory buildings are constructed of fire resistant materials which provide a one ~~(1)~~ hour or greater fire rating; and,
 - (c) no accessory structure may encroach upon a public utility and drainage easement.
- (3) No accessory building or structure or group of accessory buildings or structures shall cover more than ~~eight (8%) percent~~ of the total lot area, except as may be allowed by the provisions of 7-14-6(8).
- (4) No accessory building or structures shall encroach upon any easement or right-of-way.
- (5) Detached garages and all other accessory buildings and structures shall be located at least ten ~~(10)~~ feet from any dwelling or main building located on an adjoining lot.
- (6) All accessory buildings accessed by vehicle (for example: detached garage) shall be set back a minimum of 25

feet from the public right-of-way from which the accessory building is vehicle accessed.

- (7) Accessory buildings and structures located in the side yard of an interior lot or the street side yard of a corner lot shall not exceed ~~fifteen (15)~~ feet in height. Views of accessory buildings and structures from adjoining streets and properties shall be screened with a visual screening treatment. On corner lots all accessory buildings and structures shall be located to the rear of the main building.
- (8) Separate meter connections for water, sewer, gas, or other utilities are not permitted for any accessory building or structure.
- (9) All detached garages and other accessory structures greater than 2,500 square feet in size or greater than ~~fifteen (15)~~ feet in height require a hearing before the Planning Commission and will be considered a Conditional Use in all residential zoning districts. The Planning Commission will determine and consider any adverse impacts the proposed building or structure may have on adjoining properties. Notice of the Planning Commission hearing shall be sent by regular mail to all adjoining property owners, the applicant being required to pay all the costs incurred by the City to provide the required notice. The Planning Commission shall approve or deny the conditional use application pursuant to Tooele City Code Chapter 7-5.

7-14-7. Porches.

Porches are allowed provided the following minimum requirements are met:

- (a) The porch shall be no closer than ~~twenty (20)~~ 20 feet to the front property line; and,
- (b) Any roof overhang shall not be greater than two feet (~~2~~); and,
- (c) The porch may not be deeper (front to back) than seven feet (~~7~~); and,
- (d) The porch area shall be included in determining lot coverage; and,
- (e) The porch shall not be closed in; and,
- (f) A building permit for the porch must be obtained prior to construction.

7-14-8. Off-Street Parking Requirements.

The ~~off-street~~ parking standards and requirements applicable to the Residential Zoning Districts provided by Tooele City shall be as identified in Chapter 7-4 of the Tooele City ~~Code Zoning Guide, January 1996, as amended.~~

7-14-9. Keeping of Farm Animals.

- (1) Except as modified in subparagraph (2) applicable to pets, the following requirements apply to the keeping of farm animals within the ~~R~~residential ~~Z~~zoning ~~D~~districts of the City:
 - (a) No farm animal(s) shall be kept on any lot in the ~~MR-25, HDR MR-16, MDR MR-8,~~ R1-7, R1-8, R1-10, R1-12 or R1-14 Districts or on any lot smaller than 30,000 square feet.
 - (b) The number of farm animals kept on any lot or parcel in the R1-30 District shall not exceed one farm animal unit, as defined herein, for each 10,000 square feet of lot or parcel size.
 - (c) Farm animals may be kept on any lot or parcel in the RR-1, RR-5, RR-20 and MU-160 districts without restriction to the number of farm animals, provided the keeping of farm animals in these districts does not constitute a nuisance as defined in the laws of the City.
 - (d) No farm animal(s) shall be kept on any lot or parcel where less than 20,000 square feet of the lot or parcel is used as livestock management, nor shall fractional animal units be permitted. Livestock management areas shall include all portions of the lot or parcel used as sheds, barns, coops, corrals, pastures, stables, gardens or cultivated grounds, where animal waste can be spread, but shall not include any area of the lot or parcel devoted to dwellings, sidewalks, driveways or lawns.
 - (e) One animal unit shall be any one (~~1~~) of the following: One (~~1~~) cow, one (~~1~~) horse, one (~~1~~) donkey, four (~~4~~) adult sheep, eight (~~8~~) feeder lambs, four goats, or ~~twelve (12)~~ fowl, together with the suckling offspring thereof.
 - (f) Structures shall be provided and maintained for all animals. Such structures shall be enclosed (fully or partially), roofed, and sited at the rear of the main building, and shall comply with all other setback and yard requirements for the district.
 - (g) The following additional requirements shall apply to the location of all pens, corrals, barns, stables, coops, and other structures for the confinement and keeping of animals:
 - (i) All such structures shall be setback at least 100 feet from all streets.
 - (ii) All such structures and buildings shall be located at least 50 feet from all dwellings located on adjoining

lots or parcels, or if any adjoining lot or parcel does not have a dwelling located thereon, at least 30 feet from the property lines of the adjacent lot or parcel.

- (2) Pet rabbits, ducks, and chickens are permitted in the [MR-25](#), [MR-16](#), ~~MDR~~ [MR-8](#), R1-7, R1-8, R1-10, R1-12, and R1-14 Districts. No more than a total of six ~~(6)~~ animals in any combination of rabbits, ducks, and chickens are allowed on any lot in these districts. Houses, cages, pens, coops, etc. shall be provided for all animals kept outdoors.
- (3) Nuisance. In all zoning districts of the City, persons owning or harboring farm animals may not keep their animals in any manner that constitutes a nuisance as defined by City ordinance.

7-14-10. Apiaries.

- (1) Definitions. The following words, terms, and phrases, when used in this Section, shall have the following meanings:
 - (a) Apiary: a place where bee colonies are kept.
 - (b) Bee: any stage of the common domestic honey bee species, *Apis Mellifera*.
 - (c) Beekeeper: a person who owns or has charge of one or more colonies of bees.
 - (d) Beekeeping Equipment: anything used in the operation of an apiary, such as hive bodies, supers, frames, top and bottom boards, and extractors.
 - (e) Colony: a hive and its equipment and appurtenances, including bees, comb, honey, pollen and brood.
 - (f) Hive: a structure intended for the housing of a bee colony.
 - (g) Parcel: a continuous parcel of land under common ownership.
- (2) Hives. All bee colonies shall be kept in inspectable type hives with removable combs. Hives shall be kept in a sound and usable condition.
- (3) Setback. All hives shall be located at least five feet from any adjoining property with the back of the hive facing the nearest adjoining property.
- (4) Fencing of flyways. In each instance in which any colony is situated within 25 feet of a developed public or private property line of the parcel upon which the apiary is situated, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyway barrier at least six ~~(6)~~ feet in height consisting of a solid wall or fence parallel to the property line and extending ten feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six ~~(6)~~ feet above ground level over the property lines in the vicinity of the apiary.
- (5) Water. Each beekeeper shall ensure that a convenient source of water is available at all times to the bees so that the bees will not congregate at swimming pools, pet water bowls, birdbaths, or other water sources where they may cause human, bird, or domestic pet contact. The water shall be maintained so as not to become stagnant.
- (6) Maintenance. Each beekeeper shall ensure that no bee comb or other materials are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure.
- (7) Queens. In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation, or exhibits an unusual disposition towards swarming, it shall be the duty of the beekeeper to re-queen the colony. Queens shall be selected from stock bred for gentleness and non-swarming characteristics.
- (8) Colony Densities. Up to four ~~(4)~~ colonies may be kept on a parcel of property one acre or less in size. Each additional colony over four ~~(4)~~ shall require one-quarter acre of land in addition to the base one acre. Examples: six ~~(6)~~ colonies requires at least 1.5 acres; ten ~~(10)~~ colonies requires at least 2.5 acres. No more than 20 colonies may be kept on any parcel or group of contiguous parcels under common ownership. The keeping of more than four ~~(4)~~ colonies requires a business license.
- (9) State Registration. Each beekeeper shall be registered with the Utah Department of Agriculture and Food as provided in the Utah Bee Inspection Act set forth in Title 4, Chapter 11 of the Utah Code, as amended.
- (10) Prohibited. The keeping by any person of bee colonies in the City not in strict compliance with this section is prohibited. Any bee colony residing in a standard or homemade hive which, by virtue of its condition, appears to have been abandoned, is unlawful and may be summarily destroyed or removed from the City by the Community Development Director or designee.

(11) Notwithstanding compliance with the various requirements of this Chapter, it shall be unlawful for any person to maintain an apiary or to keep any colony on any property in a manner that threatens public health or safety, or creates a nuisance.

(See Tables on Following Pages)

**TABLE 1
TABLE OF USES**

USE	DISTRICT												
	<u>MR-25</u>	HDR <u>MR-16</u>	MDR <u>MR-8</u>	R1-7	R1-8	R1-10	R1-12	R1-14	R1-30	RR-1	RR-5	RR-20	MU-160
Accessory Buildings and Uses	<u>C</u>	P	P	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	<u>C</u>	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- f Family		P	P	P	P	P	P	P	P	P	P	P	P
Dwelling; Two- f Family		P	P	P	C								
Dwelling; Three-family		P	C										
Dwelling; Four-family		P	C										
Dwelling; Multiple- f Family (more than 4 units)	<u>P</u>	C <u>P</u>	C <u>P</u>										
Dwelling; Cabin / Seasonal Home												C	C
<u>Dwelling; Condominium</u>	<u>P</u>	<u>P</u>	<u>P</u>										
Dwelling; Farm and Ranch Employee Housing												C	C
Dwelling; Manufactured H ousing u nit		P	P	P	P	P	P	P	P	P	P	P	P
Dwelling; Townhouse / Condominium	<u>P</u>	P	C <u>P</u>	C	C	C	C	C					

USE	DISTRICT												
	<u>MR-25</u>	HDR <u>MR-16</u>	MDR <u>MR-8</u>	R1-7	R1-8	R1-10	R1-12	R1-14	R1-30	RR-1	RR-5	RR-20	MU-160
Gardening		P	P	P	P	P	P	P	P	P	P	P	P
Golf Course / Country Club	<u>C</u>	C	C	C	C	C	C	C	C	C	C	C	C
Home e Occupation	<u>P**</u>	P	P	P	P	P	P	P	P	P	P	P	P
Home e Occupation - e Day e Care / p Preschool		C	C	C	C	C	C	C	C	C	C	C	C
Hospital	<u>C</u>	C	C	C									
Outpatient Treatment Facility and Program		C	C	C	C	C	C	C	C	C	C	C	C
Medical and e Dental e Clinic a Accessory to a h Hospital and l Located on the s Same p Premises		C	C	C									
Mine, Quarry, Gravel Pit, Rock Crusher													C
Mobile Home Parks													
Mobile Home Subdivision													
Nursery / Greenhouse (wholesale and retail)										C	C	C	C
Open Space Areas, Trails	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P	P
Outpatient Treatment Facility and Program		C	C	C	C	C	C	C	C	C	C	C	C
Park and Ride Facilities l Located on a Arterial s Streets	<u>C</u>	C	C	C	C	C	C	C	C	C	C	C	C
Private Parks	<u>C</u>	C	C	C	C	C	C	C	C	C	C	C	C
Private and Public Schools	<u>C</u>	C	C	C	C	C	C	C	C	C	C	C	C
Residential Support Facility and Programs		P	P	P	P	P	P	P	P	P	P	P	P
Private Recreational Facilities		C	C	C	C	C	C	C	C	C	C	C	C
Professional Offices		C	C	C									
Public Buildings, Facilities and Parks	<u>C</u>	C	C	C	C	C	C	C	C	C	C	C	C
Public and Private Utility Transmission Lines and Facilities	<u>C</u>	C	C	C	C	C	C	C	C	C	C	C	C
Residential Facilities for p Persons with a Disability	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P	P
Residential Facilities for Elderly Persons	<u>P</u>	C	C	C	C	C	C	C	C	C	C	C	C
Residential Support Facility and Programs	<u>P*</u>	p*	p*	p*	p*	p*	p*	p*	p*	p*	p*	p*	p*

USE	DISTRICT												
	<u>MR-25</u>	HDR <u>MR-16</u>	MDR <u>MR-8</u>	R1-7	R1-8	R1-10	R1-12	R1-14	R1-30	RR-1	RR-5	RR-20	MU-160
Residential Treatment Facilities and Program		C	C										C
Retirement Center		C	C	C	C	C	C						C
Sports Fields	<u>C</u>	C	C	C	C	C	C	C	C	C	C	C	C
Temporary Concessions <u>!</u> Located in Public Parks	<u>P</u>	P	P	C	P	P	P	P	P	P	P	P	P
Temporary Construction Buildings and Storage	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P	P
Temporary Sales Office	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P	P
Temporary Seasonal Use										P	P	P	
Vacation Resort / Vacation Ranch												C	C

* Permitted Use with Conditions

** Home Office with No Customers Only

TABLE 2
TABLE OF ALLOWED RESIDENTIAL DENSITY

	RESIDENTIAL ZONING DISTRICTS							
	High Density			Medium Density			Low Density	
	<u>MR-25</u>	HDR MR-16	MDR MR-8	R1-7	R1-8	R1-10	R1-12	R1-14
Zones being r Replaced by i Inclusion		HDR , RM-16 (and proposed RM12)	MDR , R2-8 (and proposed RM-10, RM-8)	R1-7	R1-8, R1-9 (and proposed RM-6)	R1-10 (and proposed RM-4)	R1-12	R1-14
Single-Family Dwelling / Minimum Lot Size (square feet)	Not Permitted	P / 7,000 Not Permitted	P / 8,000 Not Permitted	P / 7,000	P / 8,000	P / 10,000	P / 12,000	P / 14,000
Two-Family Dwelling / Minimum Lot Size (square feet)	C / 10,000 Not Permitted	P / 10,000	P / 12,000	P / 14,000	C / 16,000			
Three-Family Dwelling / Minimum Lot Size (square feet)		P / 12,000	C / 18,000					
Four-Family Dwelling / Minimum Lot Size (square feet)		P / 15,000	C / 24,000					
Multiple-Family Dwelling	P <u>maximum 25 units per acre</u>	C P maximum 16 ² units per acre ¹	C P maximum 8 units per acre					
<u>Multi-Family Dwelling Minimum Lot Size</u>	<u>No Minimum³</u>	<u>No Minimum³</u>	<u>No Minimum³</u>					
Maximum Dwelling u Units p Per a Acres for PUD	<u>25.0</u>	16.0	8.0	5.0	4.0	3.5	3.0	2.5
Other a Allowed Uses (minimum square feet required)	<u>8,000</u>	8,000	8,000	10,000	10,000	12,000	12,000	14,000

¹ multi-family residential projects in the MU-B zoning district proposed as a redevelopment of a registered historical building shall have no maximum density requirement as a permitted use subject to Note 1 of Table 4 of this Chapter

² multi-family residential projects in the MU-B zoning district a maximum density of 25 dwelling units per acre

³ see Table 4 of Chapter 7-14

TABLE 2
TABLE OF ALLOWED RESIDENTIAL DENSITY (Continued)

	RESIDENTIAL ZONING DISTRICTS				
	Low Density				
	R1-30	RR-1	RR-5	RR-20	MU-160
Zones being R Replaced by i Inclusion	RA1-30	RR-1	RR-5		MU-160
Single-Family Dwelling / Minimum Lot Size (s quare f eet)	P / 30,000	P / 1 acre	P / 5 acres	P / 20 acres	P / 160 acres
Two- f Family Dwelling					
Three-family Dwelling					
Four-family Dwelling					
M ultiple- f Family Dwelling					
Maximum Dwelling u Units p Per a Acres for PUD	1.2	1.0	0.2	0.05	0.0063
Other a Allowed Uses (minimum s quare f eet required)	30,000	43,560	5 acres	20 acres	160 acres

TABLE 3

RESIDENTIAL SITE PLANNING AND DEVELOPMENT STANDARDS FOR PRIMARY BUILDINGS AND STRUCTURES

	RESIDENTIAL ZONING DISTRICT												
	<u>MR-25</u>	HDR <u>MR-16</u>	MDR <u>MR-8</u>	R1-7	R1-8	R1-10	R1-12	R1-14	R1-30	RR-1	RR-5	RR-20	MU-160
Minimum Lot Width (at frontage property line)	<u>35 feet</u>	35 feet at front property line. 50-ft single-family; 60-ft two-family; 70-ft other residential uses at front setback line. All other uses 80 ft at front setback line	35 feet at front property line. 60-ft single-family; 60-ft two-family; 75-ft other residential uses at front setback line. All other uses 80 ft at front setback line	35 feet at front property line. All residential uses 60 feet at front setback line. All other uses 80 feet at front setback line	35 feet at front property line. All residential uses 75 feet at front setback line. All other uses 80 feet at front setback line	35 feet at front property line. All residential uses 85 feet at front setback line. All other uses 100 feet at front setback line	35 feet at front property line. All residential uses 85 feet at front setback line. All other uses 100 feet at front setback line	35 feet at front property line. All residential uses 90 feet at front setback line. All other uses 100 feet at front setback line	35 feet at front property line. All residential uses 100 feet at front setback line. All other uses 100 feet at front setback line	100 feet	200 feet	250 feet	1320 feet
Minimum Lot Width (at front setback, single-family)	<u>50 feet</u>	<u>50 feet</u>	<u>60 feet</u>	<u>60 feet</u>	<u>75 feet</u>	<u>85 feet</u>	<u>85 feet</u>	<u>90 feet</u>	<u>100 feet</u>	<u>100 feet</u>	<u>200 feet</u>	<u>250 feet</u>	<u>1320 feet</u>
Minimum Lot Width (at front setback, two-family)	<u>60 feet</u>	<u>60 feet</u>	<u>60 feet</u>	<u>60 feet</u>	<u>75 feet</u>	<u>85 feet</u>	<u>85 feet</u>	<u>90 feet</u>	<u>100 feet</u>	<u>100 feet</u>	<u>200 feet</u>	<u>250 feet</u>	<u>1320 feet</u>
Minimum Lot Width (at front setback, all other residential uses)	<u>70 feet</u>	<u>70 feet</u>	<u>75 feet</u>	<u>60 feet</u>	<u>75 feet</u>	<u>85 feet</u>	<u>85 feet</u>	<u>90 feet</u>	<u>100 feet</u>	<u>100 feet</u>	<u>200 feet</u>	<u>250 feet</u>	<u>1320 feet</u>
Minimum Lot Width (at front setback, all other uses)	<u>80 feet</u>	<u>80 feet</u>	<u>80 feet</u>	<u>80 feet</u>	<u>80 feet</u>	<u>100 feet</u>	<u>100 feet</u>	<u>100 feet</u>	<u>100 feet</u>	<u>100 feet</u>	<u>200 feet</u>	<u>250 feet</u>	<u>1320 feet</u>

	RESIDENTIAL ZONING DISTRICT												
	<u>MR-25</u>	<u>HDR MR-16</u>	<u>MDR MR-8</u>	R1-7	R1-8	R1-10	R1-12	R1-14	R1-30	RR-1	RR-5	RR-20	MU-160
Minimum Front Yard Setback	<u>25 feet²</u>	25 <u>feet²</u>	25 <u>feet²</u>	20 <u>feet</u> 25 <u>feet</u> for garages	20 <u>feet</u> 25 <u>feet</u> for garages	25 <u>feet</u>	25 <u>feet</u>	25 <u>feet</u>	30 <u>feet</u>	30 <u>feet</u>	30 <u>feet</u>	30 <u>feet</u>	30 <u>feet</u>
Minimum Rear Yard Setback (Interior Lot)	<u>20 feet²</u>	20 <u>feet</u> for detached single-family 25 <u>feet</u> for all others ²	20 <u>feet</u> for detached single-family 25 <u>feet</u> for all others ²	20 <u>feet</u> for detached single-family	20 <u>feet</u> for detached single-family	30 <u>feet</u> ^{*1}	30 <u>feet</u> ^{*1}	30 <u>feet</u> ^{*1}	30 <u>feet</u>	30 <u>feet</u>	60 <u>feet</u>	60 <u>feet</u>	60 <u>feet</u>
Minimum Rear Yard Setback (Corner Lot)	<u>20 feet²</u>	20 <u>feet²</u>	20 <u>feet²</u>	20 <u>feet¹</u>	20 <u>feet¹</u>	30 <u>feet</u> ^{*1}	30 <u>feet</u> ^{*1}	30 <u>feet</u> ^{*1}	30 <u>feet</u>	30 <u>feet</u>	60 <u>feet</u>	60 <u>feet</u>	60 <u>feet</u>
Minimum Side Yard Setback (Interior Lot)	<u>10 feet²</u>	6 <u>feet²</u>	6 <u>feet²</u>	6 <u>feet</u>	8 <u>feet</u>	10 <u>feet</u>	10 <u>feet</u>	10 <u>feet</u>	12 <u>feet</u>	20 <u>feet</u>	20 <u>feet</u>	60 <u>feet</u>	60 <u>feet</u>
Minimum Side Yard Setback (Corner Lot)	<u>15 feet²</u>	15 <u>feet²</u>	15 <u>feet²</u>	20 <u>feet</u>	20 <u>feet</u>	20 <u>feet</u>	20 <u>feet</u>	20 <u>feet</u>	20 <u>feet</u>	30 <u>feet</u>	60 <u>feet</u>	60 <u>feet</u>	60 <u>feet</u>
Maximum/ Minimum Building Height	<u>45 feet / 1 story</u>	35 <u>feet / 1 story</u>	35 <u>feet / 1 story</u>	35 <u>feet / 1 story</u>	35 <u>feet / 1 story</u>	35 <u>feet / 1 story</u>	35 <u>feet / 1 story</u>	35 <u>feet / 1 story</u>	35 <u>feet / 1 story</u>	35 <u>feet / 1 story</u>	35 <u>feet / 1 story</u>	35 <u>feet / 1 story</u>	35 <u>feet / 1 story</u>
Total Lot Coverage (all buildings)	<u>40%</u>	40%	40%	35%	35%	35%	35%	35%	25%	20%	10%	10%	10%

^{*1} The minimum rear yard setback may be reduced to 25 feet for not more than 20% of the width of the rear yard, measured at the rear yard property line

² Multi-family developments subject to Chapter 7-11a of this Title shall follow setback requirements in Section 7-11a-6

TABLE 4
MINIMUM RESIDENTIAL DWELLING UNIT SIZE (Finished Square Feet)

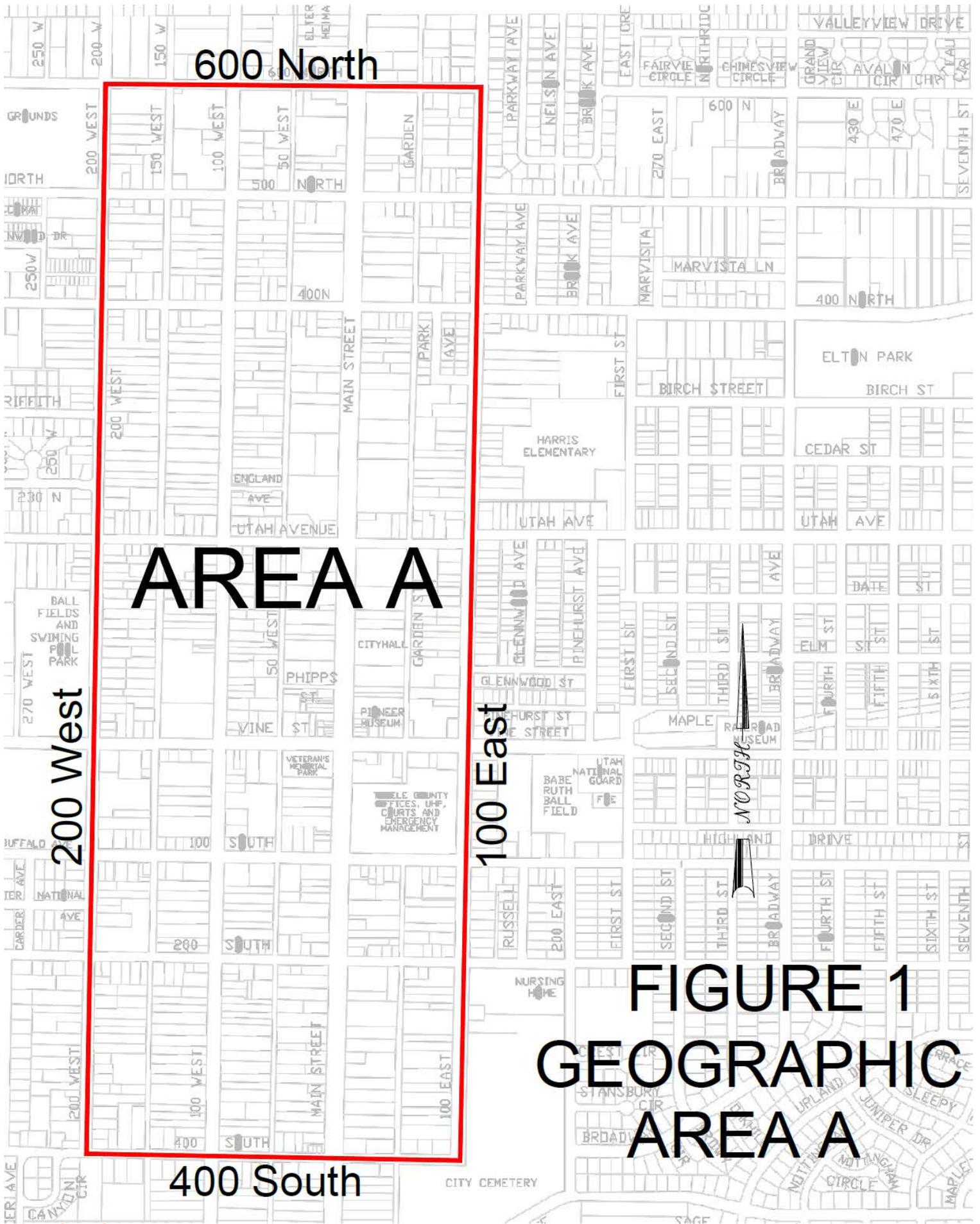
RESIDENTIAL ZONING DISTRICT	ONE STORY (includes Split Level and Split Entry)			TWO STORY (Total Both)		
	With Single Covered Parking	With Single Garage	With Double + Garage	With Single Covered Parking	With Single Garage	With Double Garage
MR-25	750	750	750	1000	1000	1000
HDR MR-16	900 ¹	850 ¹	800 ¹	1250 ¹	1165 ¹	1100 ¹
MDR MR-8	900	850	800	1350	1250	1125
R1-7	900	850	800	1350	1250	1125
R1-8	1000	950	800	1500	1375	1250
R1-10	Not Permitted	Not Permitted	1300	Not Permitted	Not Permitted	1625
R1-12	Not Permitted	Not Permitted	1350	Not Permitted	Not Permitted	1685
R1-14	Not Permitted	Not Permitted	1350	Not Permitted	Not Permitted	1685
R1-30	Not Permitted	Not Permitted	1350	Not Permitted	Not Permitted	1685
RR-1	Not Permitted	Not Permitted	1350	Not Permitted	Not Permitted	1685
RR-5	Not Permitted	Not Permitted	1350	Not Permitted	Not Permitted	1685
RR-20	Not Permitted	Not Permitted	1350	Not Permitted	Not Permitted	1685
MU-160	Not Permitted	Not Permitted	1350	Not Permitted	Not Permitted	1685

¹ The minimum dwelling unit size for a multi-family residential project proposed as a redevelopment of a registered historical building within the MU-B zoning district shall be 400 square feet when approved by the Planning Commission through design review in compliance with Title 7 Chapter 11 of the Tooele City Code.

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

Development Standard	Geographic Area A	Geographic Area B	Nonconforming Lot/Parcel
Min. 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
Min. Garage Setback	25 feet	25 feet	25 feet
Min. 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
Min. 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
Min. 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
Min. 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, for only the subject lot/parcel side of the roadway	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

Figure 1: Geographic Area A
Figure 2: Geographic Area B



600 North

AREA A

200 West

100 East

400 South

FIGURE 1
GEOGRAPHIC
AREA A

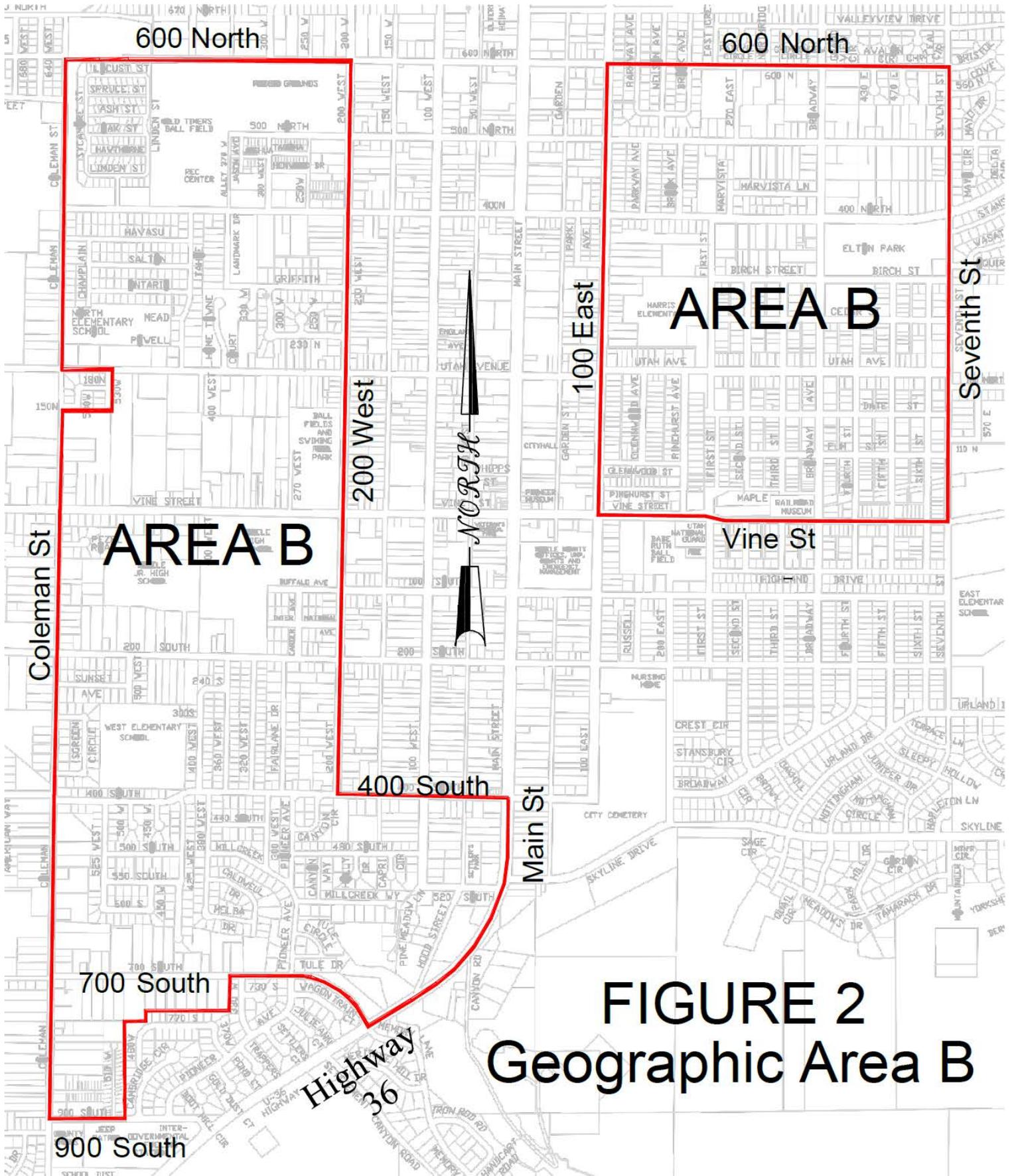


FIGURE 2
Geographic Area B

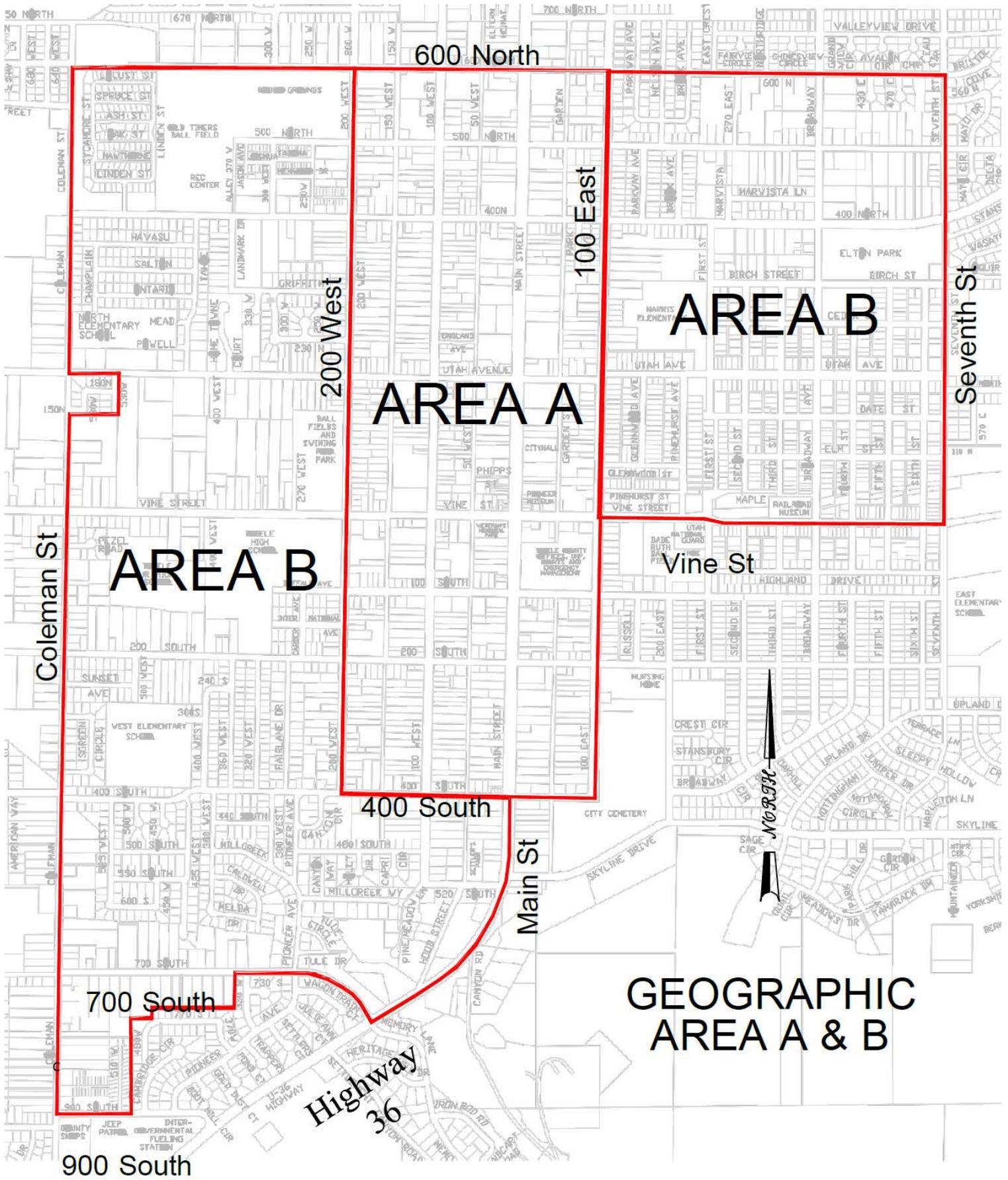


EXHIBIT F

Proposed Revisions to Tooele City Code Chapter 7-15

CHAPTER 15. RESIDENTIAL FACILITIES FOR PERSONS WITH A DISABILITY

7-15-1. Applicability.

7-15-2. Purpose.

7-15-3. Permitted ~~u~~Use; ~~r~~Requirements.

7-15-4. State ~~e~~Certification or ~~l~~icensure.

7-15-5. Revocation of Occupancy Permit.

7-15-6. Violations.

7-15-7. Reasonable Accommodation.

7-15-8. Appeals.

7-15-1. Applicability.

Any structure or dwelling encompassed within the definition of “Residential Facility for Persons with a Disability” shall comply with the requirements of this Chapter notwithstanding other provisions of this Code to the contrary.

7-15-2. Purpose.

The purposes of this Chapter include:

- (1) to comply with the Federal Fair Housing Act (42 U.S.C. §3601 et seq.);
- (2) to comply with the Utah Fair Housing Act (U.C.A. Chapter 57-12);
- (3) to comply with U.C.A. §10-9a-520 (Residences for persons with a disability);
- (4) to permit housing for persons with disabilities in a non-discriminatory manner; and,
- (5) to allow for reasonable accommodations to afford persons with disabilities equal housing opportunities.

7-15-3. Permitted ~~u~~Use; ~~r~~Requirements.

A residential facility for persons with a disability (for purposes of this Chapter, a “facility”) shall be a permitted use in any zoning district in which a dwelling is a permitted primary use. Each facility shall comply with the following requirements.

- (1) The facility shall comply with all building, safety, and health regulations applicable to the construction and habitation of dwellings.
- (2) The facility shall comply with all of the provisions of this Title applicable to dwellings, unless otherwise specified in this Chapter.
- (3) Each facility located in a single-family zoning district (R1-7 through RR-5) shall comply with the single-family design standards contained in Chapter 7-11b of this Title.
- (4) Each facility located in a multi-family zoning district (~~HDR and MDR~~ [MR-25, MR-16 and MR-8](#)) shall comply with the multi-family design standards contained in Chapter 7-11a of this Title.
- (5) The minimum number of parking spaces required for a facility shall be ~~1~~ [one](#) space for each bedroom designed for occupancy by ~~1~~ [one](#) or ~~2~~ [two](#) persons and ~~2~~ [two](#) spaces for each bedroom designed for occupancy by ~~3~~ [three](#) or ~~4~~ [four](#) persons, plus ~~1~~ [one](#) space for each employee.
- (6) No more than ~~4~~ [four](#) persons may be housed in a single bedroom.
- (7) A minimum of 60 square feet per resident shall be provided in a multiple-occupant bedroom. A minimum of 100 square feet per resident shall be provided in a single-occupant bedroom.
- (8) Bathrooms shall have a minimum ratio of ~~1~~ [one](#) toilet, ~~1~~ [one](#) lavatory, and ~~1~~ [one](#) tub or shower to each ~~6~~ [six](#) residents.
- (9) The facility must be a structure type that is permitted in the zoning district in which the facility is proposed to be located.
- (10) No facility may be located within 660 feet of another facility, measured in a straight line between the nearest property lines of the lots upon which the respective facilities are located.

7-15-4. State ~~e~~Certification or ~~l~~icensure.

- (1) Prior to the City issuing a certificate of occupancy for a facility, and prior to actual occupancy of a facility, the person or entity licensed or certified by the State of Utah to establish and operate the facility shall:
 - (a) provide a copy of the required State of Utah licenses and/or certificates for the facility and for any State-regulated programs provided at the facility; and,
 - (b) certify by affidavit to the City that no person will reside or remain in the facility whose tenancy likely would

constitute a direct threat to the health or safety of others or would result in substantial physical damage to the property of others.

- (2) For purposes of this Chapter, State of Utah licenses and certificates for facilities and programs are applicant-specific, facility-specific, and program-specific, and shall not be transferrable to any other owner, operator, facility, or program.

7-15-5. Revocation of Occupancy Permit.

The City may revoke the occupancy permit of any facility upon the occurrence of any of the following:

- (1) the facility is devoted to a use other than a residential facility for persons with a disability;
- (2) any license or certificate required and issued by the State of Utah for the facility or a program provided at the facility terminates for any reason (including expiration, revocation, suspension for ~~5~~ five years or more, denial of renewal);
- (3) the facility fails to comply with all of the requirements of this Chapter; or,
- (4) the facility allows a person to reside or remain in the facility whose tenancy constitutes or has constituted a direct threat to the health or safety of others or has resulted in substantial physical damage to the property of others.

7-15-6. Violations.

- (1) The following shall constitute a violation of this Chapter:
 - (a) continued occupation of a facility upon the revocation of the occupancy permit;
 - (b) continued occupation of a facility upon the termination of the State of Utah license or certificate for the facility;
 - (c) continued providing of a program upon the termination of the State of Utah license or certificate for that program;
 - (d) noncompliance with any provision of Title 4 or Title 7 of this Code applicable to the facility;
 - (e) allowing a person to reside or remain in the facility whose tenancy constitutes or has constituted a direct threat to the health or safety of others or has resulted in substantial physical damage to the property of others; and,
 - (f) allowing the facility to be devoted to a use other than a residential facility for persons with a disability.
- (2) Any violation of this Chapter is a class B misdemeanor.

7-15-7. Reasonable Accommodation.

None of the foregoing conditions shall be interpreted to limit any reasonable accommodation necessary to allow the establishment or occupancy of a facility. Any person or entity who wishes to request a reasonable accommodation shall make application to the Director of the Community Development Department and shall articulate in writing the basis for the requested accommodation. Each application for a reasonable accommodation shall be decided by the Director within 30 days. Failure of the Director to issue a decision within 30 days shall be deemed a denial of the application.

7-15-8. Appeals.

- (1) The denial of a request for reasonable accommodation may be appealed to the Zoning Administrator by filing with the Community Development Department a written appeal within ~~10~~ ten days of the date of denial. The Zoning Administrator shall issue a written decision within 15 days of the date of the appeal. Failure of the Zoning Administrator to issue a written decision within the 15 days shall be considered a denial of the appeal.
- (2) The decision of the Zoning Administrator may be appealed to the Administrative Hearing Officer by filing with the Community Development Department a written appeal within ~~10~~ ten days of the date of denial. The Administrative Hearing Officer shall schedule and conduct an informal hearing, shall notify the appellant and the Zoning Administrator of the date and time of the hearing, and shall issue a written decision within 15 days of the hearing. The decision shall be mailed by first-class mail to the appellant.
- (3) The revocation of an occupancy permit pursuant to this Chapter may be appealed to the Administrative Hearing Officer by filing with the Community Development Department a written appeal within ~~10~~ ten days of the date of the revocation notice. The Administrative Hearing Officer shall schedule and conduct an informal hearing, shall notify the appellant and the Director of the Community Development Department of the date and time of the hearing, and shall issue a written decision within 15 days of the hearing. The decision shall be mailed by first-class

mail to the appellant.

EXHIBIT G

Proposed Revisions to Tooele City Code Chapter 7-15a

CHAPTER 15a. RESIDENTIAL FACILITIES FOR ELDERLY PERSONS

7-15a-1. Applicability.

7-15a-2. Purpose.

7-15a-3. Permitted or ~~e~~Conditional ~~u~~Use; ~~r~~Requirements.

7-15a-4. Revocation of Permit.

7-15a-5. Violations.

7-15a-6. Reasonable Accommodation.

7-15a-7. Appeals.

7-15a-1. Applicability.

Any structure or dwelling encompassed within the definition of “Residential Facility for Elderly Persons” shall comply with the requirements of this Chapter notwithstanding other provisions of this Code to the contrary.

7-15a-2. Purpose.

The purposes of this Chapter include:

- (1) to comply with the Federal Fair Housing Act (42 U.S.C. §3601 et seq.);
- (2) to comply with the Utah Fair Housing Act (U.C.A. Chapter 57-12);
- (3) to comply with U.C.A. §§10- 9a-516 through -519 (Residential facilities for elderly persons, etc.);
- (4) to permit housing for elderly persons in a non- discriminatory manner; and,
- (5) to allow for reasonable accommodations to afford elderly persons equal housing opportunities.

7-15a-3. Permitted or ~~e~~Conditional ~~u~~Use; ~~r~~Requirements.

- (1) A residential facility for elderly persons (for purposes of this Chapter, a “facility”) housing ~~8~~ *eight* or fewer residents shall be a permitted use in any residential zoning district in which a single-family dwelling is a permitted primary use.
- (2) A facility housing more than ~~8~~ *eight* residents shall be a conditional use in any residential zoning district.
- (3) Each facility shall comply with the following requirements.
 - (a) The facility shall comply with all building, safety, and health regulations applicable to the construction and habitation of dwellings.
 - (b) The facility shall comply with all of the provisions of this Title applicable to single-family dwellings, unless otherwise specified in this Chapter.
 - (c) Each facility located in a single-family zoning district (R1-7 through RR-5) shall comply with the single-family design standards contained in Chapter 7-11b of this Title.
 - (d) Each facility located in a multi-family zoning district (~~HDR and MDR~~ *MR-25, MR-16 and MR-8*) shall comply with the multi-family design standards contained in Chapter 7-11a of this Title.
 - (e) The minimum number of parking spaces required for a facility shall be ~~1~~ *one* space for each bedroom designed for occupancy by ~~1~~ *one* or ~~2~~ *two* persons and ~~2~~ *two* spaces for each bedroom designed for occupancy by ~~3~~ *three* or ~~4~~ *four* persons, plus ~~1~~ *one* space for each employee.
 - (f) No more than ~~4~~ *four* persons may be housed in a single bedroom.
 - (g) A minimum of 60 square feet per resident shall be provided in a multiple-occupant bedroom. A minimum of 100 square feet per resident shall be provided in a single-occupant bedroom.
 - (h) Bathrooms shall have a minimum ratio of ~~1~~ *one* toilet, ~~1~~ *one* lavatory, and ~~1~~ *one* tub or shower to each ~~6~~ *six* residents.
 - (i) The facility must be a structure type that is permitted in the zoning district in which the facility is proposed to be located.
 - (j) No facility with more than ~~8~~ *eight* occupants may be located within 660 feet of another facility, measured in a straight line between the nearest property lines of the lots upon which the respective facilities are located.
 - (k) Placement in a facility shall not be a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility.

7-15a-4. Revocation of Permit. The City may revoke the ~~e~~Conditional ~~u~~Use ~~p~~Permit and occupancy permit of any

facility upon the occurrence of any of the following:

- (1) the facility is devoted to a use other than a residential facility for elderly persons;
- (2) any license or certificate required by the State of Utah for the facility or a program provided at the facility terminates for any reason (including expiration, revocation, suspension for ~~5~~ five years or more, denial of renewal);
- (3) the facility fails to comply with all of the requirements of this Chapter; or,
- (4) the facility allows a person to reside or remain in the facility whose tenancy constitutes or has constituted a direct threat to the health or safety of others or has resulted in substantial physical damage to the property of others.

7-15a-5. Violations.

- (1) The following shall constitute a violation of this Chapter:
 - (a) continued occupation of a facility upon the revocation of the conditional use permit or occupancy permit;
 - (b) continued occupation of a facility upon the termination of a required State of Utah license or certificate for the facility;
 - (c) continued providing of a program upon the termination of a required State of Utah license or certificate for that program;
 - (d) noncompliance with any provision of Title 4 or Title 7 of this Code applicable to the facility;
 - (e) allowing a person to reside or remain in the facility whose tenancy constitutes or has constituted a direct threat to the health or safety of others or has resulted in substantial physical damage to the property of others; and,
 - (f) allowing the facility to be devoted to a use other than a residential facility for elderly persons.
- (2) Any violation of this Chapter is a class B misdemeanor.

7-15a-6. Reasonable Accommodation.

None of the foregoing conditions shall be interpreted to limit any reasonable accommodation necessary to allow the establishment or occupancy of a facility. Any person or entity who wishes to request a reasonable accommodation shall make application to the Director of the Community Development Department and shall articulate in writing the basis for the requested accommodation. Each application for a reasonable accommodation shall be decided by the Director within 30 days. Failure of the Director to issue a decision within 30 days shall be deemed a denial of the application.

7-15a-7. Appeals.

- (1) The denial of a request for reasonable accommodation may be appealed to the Zoning Administrator by filing with the Community Development Department a written appeal within ~~10~~ ten days of the date of denial. The Zoning Administrator shall issue a written decision within 15 days of the date of the appeal. Failure of the Zoning Administrator to issue a written decision within the 15 days shall be considered a denial of the appeal.
- (2) The decision of the Zoning Administrator may be appealed to the Administrative Hearing Officer by filing with the Community Development Department a written appeal within ~~10~~ ten days of the date of denial. The Administrative Hearing Officer shall schedule and conduct an informal hearing, shall notify the appellant and the Zoning Administrator of the date and time of the hearing, and shall issue a written decision within 15 days of the hearing. The decision shall be mailed by first-class mail to the appellant.
- (3) The revocation of an occupancy permit pursuant to this Chapter may be appealed to the Administrative Hearing Officer by filing with the Community Development Department a written appeal within ~~10~~ ten days of the date of the revocation notice. The Administrative Hearing Officer shall schedule and conduct an informal hearing, shall notify the appellant and the Director of the Community Development Department of the date and time of the hearing, and shall issue a written decision within 15 days of the hearing. The decision shall be mailed by first-class mail to the appellant.

EXHIBIT H

Proposed Revisions to Tooele City Code Chapter 7-16

CHAPTER 16. ZONING DISTRICT PURPOSE AND INTENT. MIXED USE, COMMERCIAL, INDUSTRIAL AND SPECIAL PURPOSE DISTRICTS

7-16-1. Mixed Use, Commercial, Industrial and Special Purpose Zoning Districts.

7-16-2. Purposes and Intent.

7-16-2.1a. Gateway Overlay Districts-Location.

~~7-16-3. Table 1. Table of Uses, Mixed Use, Commercial and Industrial Districts.~~

~~7-16-4. Table 2. Table of Development Standards, Mixed Use, Commercial, Industrial and Special Purpose Districts.~~

~~7-16-5. Table 3. Table of Minimum Off Street Parking Standards.~~

~~7-16-6. Use Definitions.~~

7-16-1. Mixed Use, Commercial, Industrial and Special Purpose Zoning Districts.

- (1) The Mixed Use, Commercial, Industrial and Special Purpose Zoning Districts of Tooele City are established and provided to implement the Tooele City General Plan. These Districts are:
 - (a) Mixed Use - General District (MU-G)
 - (b) Mixed Use - Broadway District (MU-B)
 - (c) Neighborhood Commercial District (NC)
 - (d) General Commercial District (GC)
 - (e) Regional Commercial District (RC)
 - (f) Light Industrial District (LI)
 - (g) Industrial District (I)
 - (h) Research and Development District (RD)
- (2) Also provided are the following Special Purpose Overlay Districts, formulated to establish special design, use requirements and general site planning provisions for specific areas of the City. These Districts are:
 - (a) Downtown Overlay District (DO)
 - (b) Gateway Overlay District (GO)
- (3) The Commercial Districts of Tooele City are intended to reflect the diversity of the City's commercial areas and to provide a wide range of commercial services for Tooele City and surrounding areas. Each Zoning District is distinguished by the uses and intensity of development allowed. The Mixed Use District (MU) and Neighborhood Commercial District (NC) encourage a mix of residential and commercial uses that are supportive of adjoining residential areas. The Industrial Districts of Tooele City are provided to encourage economic diversity and vitality for the City and provide a range of employment opportunities for City residents, and residents of surrounding areas.

7-16-2. Purposes and Intent.

The purposes and intent of the Tooele City Mixed Use, Commercial, Industrial and Special Purpose Districts are:

- (1) Mixed Use (MU-B and MU-G) Districts. The purpose of the Mixed Use Districts is to provide an area for an appropriate mix of compatible residential, limited commercial and compatible business and professional offices. A goal of this district is to preserve existing residential buildings and structures while allowing some opportunities for their use for limited commercial and business activity. This district also encourages the establishment of residential and limited nonresidential uses within the same structure or located on the same lot.
- (2) Neighborhood Commercial (NC) District. The Neighborhood Commercial District (NC) is designed and intended for small areas for limited commercial uses providing goods and services to residents in the surrounding neighborhood area. The District encourages the provision of small-scale retail and service uses for nearby residents. Uses are restricted in type and size to promote a local orientation and to limit possible adverse impacts on nearby residential areas. The Neighborhood Commercial District is to be located in areas of the City so as to facilitate pedestrian access and to encourage the continued viability of the uses allowed in the District. The location and design of all buildings and accessory activities and uses should respect the neighborhood and residential activities that adjoin this District and all activities should be conducted in a manner that adds to neighborhood amenity and the residential setting.

- (3) General Commercial (GC) District. The 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.
- (4) Regional Commercial District (RC). The Regional Commercial District is established to provide for large scale commercial and other uses that have a regional influence and that may be areas of high traffic generation, because of the nature of the use, the diversity of uses, or the size of the activity. The Regional Commercial (RC) District is designed to provide areas for intensive retail commercial uses, such as retail shopping centers, large retail outlets, large office buildings, entertainment uses, public uses and quasi-public uses and related activities. This District shall be located so as to be able to provide the services and infrastructure available to meet the demands of intensive commercial uses. This District will be located in proximity to major roads and transportation corridors to facilitate access by the private automobile and public transportation. This District encourages creative site planning and design for activities and uses that will provide commercial and other services to residents of the Tooele Valley and adjoining areas. All buildings and structures within this District will be attractively designed and incorporate a design theme through architectural design elements. These areas should also provide amenities for the use of city residents and patrons including open space and trail features, mass transit terminals and other amenities.
- (5) Light Industrial (LI) District. The purpose of the Light Industrial (LI) District is to provide locations for light industrial assembly and manufacturing uses that produce no appreciable negative impact to adjacent properties. This District encourages clean, light industrial and manufacturing uses which provide employment opportunities for city residents, strengthen the city's tax base and diversify the local economy.
- (6) Industrial (I) District. The Industrial (I) District is formulated to recognize existing industrial sites and uses within the city and to allow for the establishment of additional industrial uses which add to employment opportunities and economic diversity within the city.
- (7) Research and Development (RD) District. The Research and Development (RD) District is intended to combine certain elements of the General Commercial and Light Industrial zoning districts while excluding other elements. The intent of the RD zone is to allow for a professional business park within the City where businesses may locate in an environment that allows a mix of certain small commercial and light industrial uses. It is not intended for large commercial or industrial uses or for intensive retail or manufacturing activities.
- (8) Downtown Overlay (DO) District. The Tooele City Downtown Overlay District (DO) is formulated to encourage and provide opportunities for various retail, service and other uses within the existing Main Street "downtown" area of the City. This area is generally characterized and recognized by two (2) story buildings constructed to the front property line. It is the goal of the Downtown Overlay to recognize the existing development pattern of the area and allow for the strengthening of the character, vitality and amenities of the Downtown area through specific downtown site planning and building standards and requirements. The Downtown Overlay District (DO) allows and requires the establishment of uses that work to reinforce the existing Main Street through special standards for building location, parking, uses, signage and other considerations.
- (9) Gateway Overlay (GO) Districts. The Gateway Overlay Districts (GO) are provided to encourage unified and consistent design elements and site planning to promote an attractive and desirable streetscape for areas that are visually prominent and located at the key entry points, or "gateways" to Tooele City. The streetscape is a combination of buildings and structures, signage, landscaping, off-street parking areas, street improvements and other elements that dominate the view of the driver or pedestrian at the identified gateway areas of the City. The design and overall attractiveness and quality of the city's gateway areas is indicative of the values and character of the City. An attractive and functional streetscape is one that promotes cohesiveness and establishes a design theme for signage, building design, landscaping and street trees and other street amenities. The Tooele City Gateway Overlay Districts (GO) require site planning and design for all buildings and structures within the District to be reviewed and approved by the Planning Commission with requirements for landscaping, signage and the location of required off-street parking areas.

7-16-2.1a. Gateway Overlay Districts – Location.

Tooele City Gateway Overlay Districts shall be the following:

- (1) Northern Gateway
 - (a) Length: from approximately 925 North Main Street ("SR-36 North") to the northern city boundary, on either and/or both sides of SR-36 North.
 - (b) Depth: the greater of
 - (i) the depth of any lot adjoining SR-36 North, or
 - (ii) 300 feet perpendicular to the nearest SR-36 North right-of-way line, and, if an interior public or private right-of-way ("interior road") crosses any portion of a lot within said 300 feet, then the greater of
 - (A) the depth of any lot adjoining the interior road, or
 - (B) 300 feet beyond the outer boundary of the interior road, perpendicular to the nearest SR-36 North right-of-way line, and measured from the point on the interior road farthest from the nearest SR-36 North right-of-way line.

- (2) Western Gateway A
 - (a) Length: on State Road 112 ("SR-112") from the intersection of Rogers Road and SR-112 to the western city boundary, on either and/or both sides of SR- 112.
 - (b) Depth: the greater of
 - (i) the depth of any lot adjoining SR-112, or
 - (ii) 300 feet perpendicular to the nearest SR-112 right-of-way line, and, if an interior public or private right-of-way ("interior road") crosses any portion of a lot within said 300 feet, then the greater of
 - (A) the depth of any lot adjoining the interior road, or
 - (B) 300 feet beyond the outer of the interior road, perpendicular to the nearest SR-112 right- of-way line, and measured from the point on the interior road farthest from the nearest SR-112 right-of-way line.

- (3) Western Gateway B.
 - (a) Length: on SR-112 from the City's western boundary to the intersection of SR-112 and 1000 North, thence east on 1000 North to the intersection of 1000 North and SR-36;
 - (b) Depth: the greater of
 - (i) the depth of any lot adjoining SR-112 or 1000 North, or
 - (ii) 300 feet perpendicular to the nearest SR-112 or 1000 North right-of-way line, and, if an interior public or private right-of-way ("interior road") crosses any portion of a lot within said 300 feet, then the greater of
 - (A) the depth of any lot adjoining the interior road, or
 - (B) 300 feet beyond the outer boundary of the interior road, perpendicular to the nearest SR-112 or 1000 North right-of-way line, and measured from the point on the interior road farthest from the nearest SR-112 or 1000 North right-of-way line.

- (4) Southern Gateway
 - (a) Length: from approximately Settlement Canyon Road (approximately 800 South) to the southern city boundary, on either and/or both sides of SR-36 ("SR- 36 South").
 - (b) Depth: the greater of
 - (i) the depth of any lot adjoining SR-36 South, or
 - (ii) 300 feet perpendicular to the nearest SR-36 South right-of-way line, and, if an interior public or private right-of-way ("interior road") crosses any portion of a lot within said 300 feet, then the greater of
 - (A) the depth of any lot adjoining the interior road, or
 - (B) 300 feet beyond the outer boundary of the interior road, perpendicular to the nearest SR-36 South right-of-way line, and measured from the point on the interior road farthest from the nearest SR-36 South right-of-way line.

~~7-16-3. Table 1, Table of Uses, Mixed Use, Commercial and Industrial Districts.~~

**TABLE 1
TABLE OF USES
~~MIXED USE, COMMERCIAL AND INDUSTRIAL DISTRICTS~~**

USE	DISTRICT							
	MU-B	MU-G	NC	GC	RC	LI	I	RD
	Mixed Use - Broadway	Mixed Use - General	Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	General Commercial	Regional Commercial	Light Industrial	Industrial	Research & Development
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) (located above ground floor. See Table 2)	P	P	P	C	C			
Accessory Dwelling Unit (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	

USE	DISTRICT							
	MU-B	MU-G	NC	GC	RC	LI	I	RD
	Mixed Use - Broadway	Mixed Use - General	Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	General Commercial	Regional Commercial	Light Industrial	Industrial	Research & Development
Accessory Outside Storage of Flammable or Hazardous Materials (considered as a Conditional Use for a use allowed in the district, see Note #2 and Table 2)							C	
Agriculture (horticulture)						P	P	C
Airport							C	
Auto Impound Yard, Military Surplus Yard, and Vehicle Storage Yard							C	
Automobile Sales and Rental	C	C Minimum Lot size 30,000 square feet with access from arterial road only		C	C	P	P	
Automobile Service and Repair	C			C		P	P	
Automobile Service and Repair Accessory to a Principal Use					C			
Automobile Body and Fender Service and Repair						C	P	
Bed and Breakfast Inn (located in an existing structure)	C	C	C	P				
Boarding House	C	C	C					
Building Maintenance Services						C	P	P
Business Office				P	P	P	P	P
Business Office (located within an existing structure)	C	C	C	P	P	P	P	P
Campground, Travel Trailer Park						C	C	
Car Wash				C		P	P	C
Chemical Manufacture and Storage							C	
Church	C	C	C	C				P

USE	DISTRICT							
	MU-B	MU-G	NC	GC	RC	LI	I	RD
	Mixed Use - Broadway	Mixed Use - General	Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	General Commercial	Regional Commercial	Light Industrial	Industrial	Research & Development
Conference Center				P	P	P		P
Contractor's Display/Office				C		P	P	P
Contractor's Storage Yard						C	P	
Convenience Store, without Gasoline Sales	P	P	P	P	P	P	P	P
Convenience Store, with Gasoline Sales	C	C	C	P	C	P	P	P
Cultural activities and uses	C	C		P	C	P		P
Day-Care/Pre- School (Home Occupation)	P	P	P	P	P	C	C	
Day Care/Pre- School Center	C	C	C	P		C		C
Distribution Center						C	P	
Dwelling; Single- Family (Detached)	P	P	P					
Dwelling; Two- Family	P	C						
Dwelling; Three family	P	E						
Dwelling; Four family	P	E						
Dwelling; Multi- Family	C See Note 6	C						
Extractive Industry								
Fast Food Restaurant	C	C		P	P	P		P
Financial Services	C	C	C	P	P	P		P
Food and Beverage Processing						C	C	
Funeral Home/Mortuary	C	C		P		P		P
Garden Center	C	C		P	P	P		
General Industrial Activity						P	P	P
Group Home	C	C		C				
Hardware and Garden Supply Store	C			P	P	P		
Hazardous Material Storage								
Hazardous Waste In-Transit Facility							C	
Health Care Facility				C	C	P	P	C

USE	DISTRICT							
	MU-B	MU-G	NC	GC	RC	LI	I	RD
	Mixed Use - Broadway	Mixed Use - General	Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	General Commercial	Regional Commercial	Light Industrial	Industrial	Research & Development
Health Care Provider	C	C	C	P	P	P		P
Health Care Provider (located within an existing structure)	C	C		P	P	P	P	P
Health Club	C	C		P	P	P	P	P
Heavy Equipment Sales and Rental						C	P	
Heavy Industrial Manufacturing and Assembly							C	
Heliport				C	C	C	C	C
Home Occupation (must comply With all requirements of a Home Occupation)	P	P	P	P	P	P	P	
Hotel	C	C		P	P	P		P
Junkyard/Salvage Yard							C	
Kennel						C	P	
Laundromat	C	C	C	P		P	P	
Light Manufacturing and Assembly						P	P	
Liquor Store				C	C			C
Membership Club				C		C	C	
Motel	C	C		P	P	P		P
Nursery	C	C				P	P	C
Nursing Home, Convalescent Care Facility	C	C	C	P	P			
Open Space Areas, Trails	P	P	P	P	P	P	P	P
Park and Ride Facilities				C	C	C	C	C
Personal Services	C	C		P	P	P		P
Pet Shop / Pet Grooming	C	C		C				
Public or Private Educational Facility	C	C		C	C	C	C	C
Personal Storage Facility (Mini- Storage)						P	P	
Private Club/Bar	C			C	C	C	C	C
Professional Office	C	C	C	P	P	P	P	P

USE	DISTRICT							
	MU-B	MU-G	NC	GC	RC	LI	I	RD
	Mixed Use - Broadway	Mixed Use - General	Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	General Commercial	Regional Commercial	Light Industrial	Industrial	Research & Development
Professional Office (located within an existing structure)	C	C	C	P	P	P	P	P
Public Use	C	C	C	C	C	C	C	C
Reception Center	C	C		P	P	P		P
Reception Center (located within an existing structure)	C	C		P	P	P		P
Recreational Facility (Indoor)				P		P	P	C
Recreational Facility (Outdoor)				C		C		C
Recycling Collection Site				C		P	P	
Recycling Processing Center							C	
Repair Shop (household and personal goods with no outside storage)	C	C		P		P	P	P
Research Facility				P		P	P	P
Restaurant	C	C		P	P	P	P	P
Restaurant (located within an existing structure)	C	C		P	P	P		P
Retail Sales Accessory to an Allowed Use				P	P	P	P	P
Retail Store (located within an existing structure)	C	C	C	P	P			
Retail Store (Total maximum 3,000 square footage)	C	C	C	P		P		P
Retail Store or Commercial Center				C				
Retail Store or Commercial Center (Minimum 120,000 building square foot and planned and phased by approval of a Master Development Site Plan)					C			
Retirement Center	C	C						
Rock, Sand and Gravel Storage and Distribution							P	
Sexually Oriented Business							P	
Shooting Range, Indoor				C		C	C	C
Telecommunications Site/Facility						C	C	C

USE	DISTRICT							
	MU-B	MU-G	NC	GC	RC	LI	I	RD
	Mixed Use - Broadway	Mixed Use - General	Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	General Commercial	Regional Commercial	Light Industrial	Industrial	Research & Development
Temporary Construction Office	C	C	C	P	P	P	P	P
Temporary Seasonal Use	C	C	P	P	P	P	P	
Temporary Use	C	C	C	C	C	P	P	
Theater (Indoor)	C	C		P	P			P
Theater (Outdoor)				C		P	P	
Tobacco Specialty Store (see Note #5)				C	C	P	P	C
Utility Service Facility (major)				C	C	C	C	C
Utility Service Facility (minor)			C	C	C	C	C	
Veterinary Clinic / Animal Hospital						P	P	
Veterinary Clinic/ Animal Hospital eOperating eEntirely within an eEnclosed bBuilding	C	C		P		P	P	P
Warehouse						C	P	

P = PERMITTED USE
C = CONDITIONAL USE

ANY USE NOT IDENTIFIED AS EITHER A PERMITTED (P) OR CONDITIONAL (C) USE IS USE THAT IS A PROHIBITED USE WITHIN THE ZONING DISTRICT

ANY USE NOT IDENTIFIED IN THE TABLE OF USES IS A PROHIBITED USE IN TOOELE CITY.

NOTES:

1. With the exception of detached single-family dwellings, all dwellings in the MU (Mixed Use) zoning district must comply with the regulations and requirements, as amended, of the [HDR MR-16 \(High-Density Multi-Family Residential\)](#) zoning district, or its equivalent replacement, contained in [Chapters 7-14, Tables 2, 3, and 4 and 7-11a](#) unless otherwise specified in this Chapter.
2. For any Use allowed in a zoning district and proposing or requiring any area for Accessory Outside Storage, for any purpose, such use and outside storage area shall be considered as a Conditional Use. All Accessory Outside Storage is prohibited in the Mixed Use (MU) District and the Neighborhood Commercial (NC) District.
3. For any Use allowed in a zoning district and proposing or requiring a “Accessory Drive Through Facility”, such Drive Through Facility shall be considered as a Conditional Use. All Accessory Drive Through Facilities are prohibited in the Mixed Use (MU) District and the Neighborhood Commercial (NC) District.
4. For any Use allowed in a zoning district and proposing any Accessory Outside display and sales area, such Accessory Outside Display and Sales use and area, shall be considered as a Conditional Use for any Uses allowed in the District, except that it shall be a permitted use in the Downtown Overlay District. Accessory Outside Display and Storage is prohibited in the Mixed Use (MU) District, Neighborhood Commercial (NC) District, and the Research and Development (RD) District. Accessory Outdoor sales and display in the Downtown Overlay District shall be subject to the following requirements:
 - A. A 6-foot-wide unobstructed pedestrian pathway shall be maintained at all times on all sidewalks.
 - B. All sales and display items shall be removed from the sidewalk and brought indoors into the business at the end of the business’ hours of daily operation.
 - C. No sales or display items may extend more than 24 inches from the building facade of the selling or displaying business.
 - D. No sales or display items may be located within the landscaped park strip, on the curb, in the gutter, or in the vehicular travel lanes.
 - E. All sales and display items shall be located directly in front of the business selling or displaying the items and may not be located in front of other businesses or properties.
5. This use is not permitted if any part of the proposed or existing building containing the use is located within 1,500 feet from (a) any school (public or private kindergarten, elementary, middle, charter, junior high, high school), public park, public recreational facility, youth center, library, or church, (b) any other Tobacco Specialty Store, (c) any residential use or residential zoning boundary, including mixed-use zones, or (d) on Vine Street. Distances shall be measured in a straight line, without regard to intervening structures or zoning districts, from a Tobacco Specialty Store structure to the property line of a school, public park, library, church, youth center, cultural activity, residential use, zoning district boundary, or other Tobacco Specialty Store.
6. This use shall be a permitted use when proposed within and as a part of the redevelopment of an existing registered historical building.

**TOOELE CITY, UTAH TABLE 2
TABLE OF DEVELOPMENT STANDARDS
MIXED USE, COMMERCIAL, INDUSTRIAL AND SPECIAL PURPOSE DISTRICTS**

DEVELOPMENT REQUIREMENT	DISTRICT								
	Mixed Use (MU-G) (MU-B)	Neighborhood Commercial (NC)	General Commercial (GC)	Regional Commercial (RC)	Light Industrial (LI)	Industrial (I)	Research & Development (RD)	Downtown Overlay (DO)	Gateway Overlays (GO)
Maximum Lot Area	No maximum	25,000 square feet	No maximum	No maximum	No maximum	No maximum	No maximum	No maximum	No maximum
Minimum Area for District	No minimum	No minimum	3 acres. Smaller areas may be added to an existing GC area. See Note C	60 acres. Smaller areas may be added to an existing RC area. See Note C	No minimum	No minimum	No minimum	No minimum	No minimum
Minimum Lot Width (Frontage)	80 Feet at Front setback line	80 Feet at Front setback line	80 Feet at Front setback line	100 Feet at Front setback line	60 Feet at Front Setback line	80 Feet at Front setback line	60 Feet at Front setback line	No Minimum Requirement	80 Feet at Front setback line
Minimum Front Yard Setback	20 Feet. May be reduced to 0 Feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code	20 Feet. May be reduced to 0 Feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code	30 Feet. May be reduced to 20 Feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code	40 Feet	30 Feet	30 Feet	20 Feet	10 Feet. May be reduced to 0 Feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code	30 Feet. May be reduced to 20 Feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code
Maximum Front Yard Setback	No requirement	No requirement	No requirement	No requirement	No requirement	No requirement	No Requirement	20 Feet. May be increased following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code	As required by the Planning Commission for compliance with Chapter 7-11 Tooele City Code

DEVELOPMENT REQUIREMENT	DISTRICT								
	Mixed Use (MU-G) (MU-B)	Neighborhood Commercial (NC)	General Commercial (GC)	Regional Commercial (RC)	Light Industrial (LI)	Industrial (I)	Research & Development (RD)	Downtown Overlay (DO)	Gateway Overlays (GO)
Minimum Required Front Yard Landscape Area (measured from front property line) See Note F1	20 feet May be reduced to 0 feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code See Note F1	20 feet May be reduced to 0 feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code See Note F1	15 feet See Note F1	40 feet See Note F1	15 feet See Note F1	15 feet No landscaping required for auto impound yard, military surplus yards, or vehicle storage yards. See Note H See "Minimum Required Landscape Area", below	15 feet See Note F1	10 feet May be reduced to 0 feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code See Note F1	20 feet See Note F-1
Minimum Side Yard Setback	Note B when adjoining a residential zone. Otherwise See Note A	Note B when adjoining a residential zone. Otherwise See Note A	Note B when adjoining a residential zone. Otherwise See Note A	30 feet	Note B when adjoining a residential zone. Otherwise See Note A	30 feet	Note B when adjoining a residential zone. Otherwise See Note A	Note A	Note B when adjoining a residential zone. Otherwise See Note A
Minimum Rear Yard Setback	Note B when adjoining a residential zone. Otherwise See Note A	Note B when adjoining a residential zone. Otherwise See Note A	Note B when adjoining a residential zone. Otherwise See Note A	30 feet	Note B when adjoining a residential zone. Otherwise See Note A	30 feet	Note B when adjoining a residential zone. Otherwise See Note A	See Note A	Note B when adjoining a residential zone. Otherwise See Note A
Minimum Rear Yard Setback (Corner Lot)	Note B when adjoining a residential zone. Otherwise See Note A	Note B when adjoining a residential zone. Otherwise See Note A	Note B when adjoining a residential zone. Otherwise See Note A	30 feet	Note B when adjoining a residential zone. Otherwise See Note A	30 feet	Note B when adjoining a residential zone. Otherwise See Note A	See Note A	Note B when adjoining a residential zone. Otherwise See Note A
Minimum Required Landscape Area (percentage of total site area which may include required landscaping within parking areas)	No Requirement but must comply with requirements of the Planning Commission for Compliance with Chapter 7-11 Tooele City Code See Note F1	No Requirement but must comply with requirements of the Planning Commission for compliance with Chapter 7-11 Tooele City Code See Note F1	10% See Note F1	15% See Note F1	See Note F2	No landscaping required for auto impound yards, military surplus yards, or vehicle storage yards. See Note H See Note F2	10% See Note F1	No Requirement but must comply with requirements of the Planning Commission for compliance with Chapter 7-11 Tooele City Code See Note F1	15%, provided a greater percentage may be required by the Planning Commission for compliance with Chapter 7-11 Tooele City Code See Note F1

DEVELOPMENT REQUIREMENT	DISTRICT								
	Mixed Use (MU-G) (MU-B)	Neighborhood Commercial (NC)	General Commercial (GC)	Regional Commercial (RC)	Light Industrial (LI)	Industrial (I)	Research & Development (RD)	Downtown Overlay (DO)	Gateway Overlays (GO)
Maximum/Minimum Building Height	35 feet or two stories for new construction/1 story	35 feet or two stories/1 story	50 feet or 4 stories/1 story	70 feet or 6 stories/1 story	50 feet or 4 stories/1 story	70 feet or 6 stories/1 story	50 feet or 4 stories/1 story	45 feet or 3 stories/1 story	As required by the Planning Commission for compliance with Chapter 7-11 Tooele City Code
Site Planning and Building Design Review Compliance	Must comply with Design Review requirements of Chapter 7-11 Tooele City Code	Must comply with Design Review requirements of Chapter 7-11 Tooele City Code	Must comply with Design Review requirements of Chapter 7-11 Tooele City Code	Master Development Site Plan required for approval by the Planning Commission See Note D	Must comply with Design Review requirements of Chapter 7-11 Tooele City Code	Must comply with Design Review requirements of Chapter 7-11 Tooele City Code	*To be written	Must comply with Design Review requirements of Chapter 7-11 Tooele City Code	Master Development Site Plan required for approval by the Planning Commission See Note D
Accessory Dwelling Units for caretaker. Allowed as a Conditional Use only	One (+) accessory dwelling unit for caretaker (must be located within primary structure)	One (+) accessory dwelling unit for caretaker (must be located within primary structure)	One (+) accessory dwelling unit for caretaker (must be located within primary structure)	Not allowed	One (+) accessory dwelling unit for caretaker (must be located within primary structure)	One (+) accessory dwelling unit for caretaker (must be located within primary structure)	One (+) accessory dwelling unit for caretaker (must be located within primary structure)	Requirement of underlying zone applies	Requirement of underlying zone applies
Accessory Dwelling Unit(s) (located above ground floor)	One (+) accessory dwelling unit for each 6,000 square feet site area	One (+) accessory dwelling unit for each 6,000 square feet site area	As a Conditional Use only. One (+) accessory dwelling unit for each 6,000 square feet site area	As a Conditional Use only. One (+) accessory dwelling unit for each 6,000 square feet site area	Not allowed	Not allowed	Not allowed	One (+) accessory dwelling unit for each 2,000 square feet site area	Requirement of underlying zone applies
Accessory Dwelling Unit (located on the same lot as primary structure)	One (+) Accessory Dwelling Unit for each 10,000 square feet Site Area	One (+) Accessory Dwelling Unit for each 10,000 square feet Site Area	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Requirement of underlying zone applies	Requirement of underlying zone applies
Accessory Drive through Facilities	Not allowed	Not allowed	Conditional Use Approval Required	Conditional Use Approval Required	Conditional Use Approval Required	Conditional Use Approval Required	Conditional Use Approval Required	Conditional Use Approval Required	Conditional Use Approval Required
Accessory Outdoor Sales and Display	Not allowed	Not allowed	Conditional Use Approval Required	Conditional Use Approval Required	Conditional Use Approval Required	Conditional Use Approval Required	Not allowed	Conditional Use Approval Required	Conditional Use Approval Required
Accessory Outside Storage	Not allowed	Not allowed	Conditional Use Approval Required	Not Allowed	Conditional Use Approval Required	Conditional Use Approval Required	Not allowed	Conditional Use Approval Required	Conditional Use Approval Required

DEVELOPMENT REQUIREMENT	DISTRICT								
	Mixed Use (MU-G) (MU-B)	Neighborhood Commercial (NC)	General Commercial (GC)	Regional Commercial (RC)	Light Industrial (LI)	Industrial (I)	Research & Development (RD)	Downtown Overlay (DO)	Gateway Overlays (GO)
Accessory Outside Storage of Flammable or Hazardous Materials	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Conditional Use Approval Required	Not allowed	Not allowed	Not allowed
Issuance of Demolition Permit for Existing Buildings and Structures	Planning Commission Approval required and building permit	Building permit required	Building permit required	Building permit required	Building permit required	Building permit required	Building permit required	Planning Commission Approval required and building permit	Planning Commission Approval required and building permit
Off-Street Parking Requirements	See Note E	As required by Table 3	As required by Table 3	As required by Table 3	As required by Table 3	As required by Table 3	As required by Table 3	See Note E	As required by Table 3
Location of required Off-Street Parking Spaces	As practical to be located to the rear and screened behind building(s)	As practical to be located to the rear and screened behind building(s)						As practical to be located to the rear and screened behind building(s)	As practical to be located to the rear and screened behind building(s)
Landscaping Requirements	See Note F1	See Note F1	See Note F1	See Note F1	See Note F2	Critical Areas plus 1% of site acreage or mitigation (Ord. 02-24, 12-04-02) See Note F2	See Note F1	See Note F1	See Note F1

WHERE TABLE 2 DOES NOT IDENTIFY A DEVELOPMENT STANDARD (THE TABLE CELL IS BLANK) THE REQUIREMENTS OF THE UNDERLYING ZONING DISTRICT SHALL APPLY

NOTE:

- A. As allowed by the International Building Code and any required or existing easements. Side yard setbacks measured from a street right-of-way for corner lots in the MU-B zoning district may be reduced to ~~0~~ zero feet upon approval of the Planning Commission as a part of design review in compliance with Title 7 Chapter 11 of the Tooele City Code.
- B. The minimum set back requirements of the Residential Zoning District shall apply for all adjoining lots, buildings, parking areas, mechanical equipment, solid waste containers, and all other structures. Side yard setbacks measured from a street right-of-way for corner lots in the MU-B zoning district may be reduced to ~~0~~ zero feet upon approval of the Planning Commission as a part of design review in compliance with Title 7 Chapter 11 of the Tooele City Code.
- C. Smaller areas may be added to an existing and adjoining District provided such parcels become integrated within the existing development area and comply with all applicable development requirements.
- D. The Master Development Site Plan is required to generally identify for the total development site existing and reasonable projected development on the site, providing locations, design and proposed architecture of all buildings, a proposed signage theme and sign locations, open space areas with proposed landscape treatments, location of all parking areas, identifying total parking spaces, mass transit facilities, loading and unloading areas, access points, etc. The Master Development Site Plan must comply with all requirements of Chapter 7-11 of the Tooele City Code and as required by the Planning Commission.
- E. No minimum off-street parking requirements are established. It is the policy of the City to maintain existing uses which do not meet the Off-Street Parking requirements of the City and to encourage additional uses and activities within the District. The number of required off-street parking shall be as determined and approved by the Planning Commission, following a recommendation from the City Staff, and recognizing the nature and location of the proposed use or activity. Joint use of parking areas will be encouraged.
- F1. No plans for any primary building or structure shall be approved by the Planning Commission or Community Development Department unless a Landscaping Plan is submitted and approved by the Planning Commission or Community Development Department, consistent with the considerations of Tooele City Code §7-11-8. Landscaping in accordance with the approved Landscaping Plan shall be installed prior to issuance of a Certificate of Occupancy unless a bond is posted pursuant to Tooele City Code §7-22-4. The Landscaping Plan shall include at a minimum:
 - 1. A 50/50 mix of evergreen and deciduous trees and shrubs;
 - 2. 60% of trees and shrubs with a minimum caliper of ~~2~~ two inches and a minimum height of ~~5~~ five feet;
 - 3. park strip trees, at least one for every 30 feet of right-of-way frontage, in compliance with Tooele City Code §4-11-22
- F2.
 - 1. Critical Areas. "Critical Areas" shall mean those areas of a development site which have a particular sensitivity to environmental considerations, aesthetics, and employee and public convenience, health, and well being. Critical areas shall be determined administratively during discussions/negotiations between Tooele City staff and the developer, and shall address at least the following areas: principle vehicle entrances for employees and customers; principle pedestrian building entrances for employees and customers; employee gathering and rest areas; storm water drainage, detention, and retention facilities; and, screening of exterior building equipment.
 - 2. Minimum Acreage. The 1% site acreage requirement is in addition to, not inclusive of, Critical Area landscaping.
 - 3. Minimum Acreage Requirement Mitigation. In lieu of the 1% acreage landscaping requirement, the developer may pay to Tooele City a mitigation sum equal to the requirement, multiplied by \$20,000 per

acre, a reasonable average landscaping budget based upon the 1998 Tooele City Parks and Special Purpose Recreational Facilities Capital Facilities Plan. For example, the optional mitigation sum for a 200 acre site would be \$40,000; for a ~~5-~~ *five* acre site, \$1,000. Tooele City will apply mitigation funds to landscaping improvements in Tooele City Parks.

4. Critical Area Requirement Mitigation. In the event that Tooele city staff and the developer conclude that landscaping of a given Critical Area is not possible or practicable due to feasibility or engineering difficulties, the developer shall pay a mitigation sum equal to the area of the Critical Area not landscaped, multiplied by \$20,000 per acre, in lieu of installing the subject Critical Area landscaping. Financial or budgetary difficulties shall not be considered grounds for a determination of impossibility or impracticability or for payment of a Critical Area requirement mitigation sum.
 5. Administrative Appeal. Development applicants affected by the administrative determination referenced above may appeal in writing to the Planning Commission, which shall uphold, modify, or reject the determination. No further administrative appeal shall exist.
- G.
1. Fencing. Auto impound yards, military surplus yards, and vehicle storage yards shall be fenced with a view-obscuring fence, hedge, or landscaped berm at a height at least equal to the height of the materials stored within but not higher than eight feet.
 2. Location. Auto impound yards, military surplus yards, and vehicle storage yards may not be located closer than 300 feet to a State highway, 500 feet to a zoning district boundary, or 1000 feet to a school.

TOOELE CITY, UTAH TABLE 3
TABLE OF MINIMUM OFF-STREET PARKING STANDARDS

USE	PARKING REQUIREMENT
Beauty Shop	2 parking spaces for the first patron station, 1 parking space for each additional patron station. Excluding wash stations.
Business Offices and Professional Offices	1 parking space for each 200 <u>square feet</u> of floor area.
Church, Sports Arenas, Theaters, Halls, Meeting Rooms	1 parking space for each 3 seats of maximum seating capacity.
Commercial Day-Care/Pre-School Center	1 for every employee during regular business hours, plus 4 visitor parking spaces with adequate drop off and pick up area as determined by the Director.
Dwellings	2 parking spaces for each dwelling unit.
Hotel and Motel	1 parking space for each sleeping unit, plus 1 for each employee.
Health Care Facility	1 parking space for each 2 patient beds plus 1 parking space for each employee during regular business hours.
Health Care Provider	3 parking spaces for each doctors/dentist/therapist or other health care provider plus 1 parking space for each employee during regular business hours.
Manufacturing, Industrial, Wholesale Facilities	1 parking space for each employee during regular business hours, adequate spaces for company owned vehicles, plus 4 visitor parking spaces.
Nursing Home, Convalescent Care Facility	1 parking space for each 4 patient beds plus 1 parking space for each employee during regular business hours.
Public or Private Educational Facility	As approved by director recognizing the location and facility proposed, based on the nearest comparable use standards.
Public Use	As approved by the director, recognizing the location and use proposed based on the nearest comparable use standards.
Residential Facility for Elderly Persons	1 parking space for each bedroom designed for occupancy by 1 or 2 persons; 2 parking spaces for each bedroom designed for occupancy by 3 or 4 persons; 1 parking space for each employee.
Residential Facility for Persons with a Disability	1 parking space for each bedroom designed for occupancy by 1 or 2 persons; 2 parking spaces for each bedroom designed for occupancy by 3 or 4 persons; 1 parking space for each employee.
Restaurant, Bar, Private Club	1 parking space for each 3 seats or 1 parking space for each 100 square feet of gross building square footage (excluding kitchen and storage) whichever is more.
Retail Store, Commercial Center, Personal Services	1 parking space for each 300 square feet of gross building square footage. Furniture and appliance stores: one parking space for each 600 <u>square feet</u> of floor area.

NOTE: All property owners and applicants for all development approvals are advised that in addition to the minimum off-street parking spaces required they are also required to comply with the minimum standards for the provision of all required handicapped parking spaces as identified and required by the Americans with Disabilities Act, as amended.

~~7-16-6.—Use Definitions.
(Repealed, Ordinance 2012-17)~~

EXHIBIT I

Proposed Revisions to Tooele City Code Chapter 7-29

CHAPTER 29. TEMPORARY VEHICLE SALES LOTS.

- 7-29-1. Definitions.
- 7-29-2. Temporary ~~v~~Vehicle ~~s~~Sales ~~l~~Lot ~~u~~Use ~~p~~Permit.
- 7-29-3. Permit ~~d~~Duration.
- 7-29-4. Permit ~~d~~Display.
- 7-29-5. Permit ~~a~~Application ~~i~~Information and ~~r~~Requirements.
- 7-29-6. Parking ~~r~~Requirements.
- 7-29-7. Other ~~r~~Requirements.
- 7-29-8. Licensing ~~r~~Requirements.
- 7-29-9. Waste ~~d~~Disposal ~~d~~Deposit.
- 7-29-10. Revocation.
- 7-29-11. Appeals.

7-29-1. Definitions.

- (1) "Director" shall mean the Director of the Community Development Department or designee.
- (2) "Permit" shall mean a temporary vehicle sales permit.
- (3) "Temporary vehicle sales" and "temporary vehicle sales lot" shall mean a vehicle sales activity or event which is not fixed upon a given lot or parcel of land and which is of a maximum duration of seven ~~(7)~~ days.

7-29-2. Temporary ~~v~~Vehicle ~~s~~Sales ~~l~~Lot ~~u~~Use ~~p~~Permit.

Subject to the provisions of this Section, the Director may issue a permit for temporary vehicle sales, providing that the Director finds that the sales will not conflict with the existing and allowed uses in the neighborhood of the subject property. Temporary vehicle sales shall be restricted to commercial (GC, RC, not NC) and industrial (I, LI) zoning districts. However, a temporary vehicle sale shall be allowed on land zoned Open Space (OS) subject to the following conditions, which are in addition to the other requirements and conditions of this Chapter and Chapter 13a (OS Open Space Zone) of the Tooele City Code, as amended:

- (1) the sale shall not be permitted on land subject to recorded conservation or agriculture protection documents, or hillside or environmental protection regulations; and,
- (2) the sales lot shall contain permanent adequate lighting, permanent attached or detached restrooms, and a permanent structure that provides adequate patron shelter.

7-29-3. Permit ~~d~~Duration.

Permits shall be for a maximum of seven ~~(7)~~ days, and no more than four ~~(4)~~ permits shall be issued to the same or affiliated applicant in any calendar year.

7-29-4. Permit ~~d~~Display.

Permits shall be displayed at all times in a prominent location at the site of the temporary use.

7-29-5. Permit ~~a~~Application ~~i~~Information and ~~r~~Requirements.

Permit applications shall be in writing and shall contain sufficient information to evaluate the proposed temporary vehicle sales lot's compliance with the requirements of this Section. The information shall include, but not be limited to, the following information, and shall demonstrate compliance with the following requirements:

- (1) a site drawing indicating the location of the temporary vehicle sales lot and any existing structures and improvements on the lot or parcel on which the temporary vehicle sale is to be conducted, including, but not limited to, the following information, and shall demonstrate compliance with the following requirements:
 - (a) parking areas;
 - (b) existing curb and gutter;
 - (c) existing sidewalks;
 - (d) existing curb cuts;
 - (e) proposed outside storage;
 - (f) proposed retail display areas;

- (g) public restroom facilities;
- (h) building setbacks required by the applicable zoning district;
- (i) existing fire hydrants;
- (j) existing and proposed fencing; and
- (k) proposed dust control, as required by the Director; and,
- (l) any other information reasonably required by the Director or the Tooele City Code.

The site drawing need not be professionally drawn, but must be accurate, legible, and to scale;

- (2) either evidence of property ownership or written authorization of the owner of the property upon which the temporary vehicle sale will occur;
- (3) proposed hours of operation, which shall be limited to between 7:00 a.m. and 10:00 p.m.;
- (4) proposed duration of the sales event;
- (5) proposed days of the week the sales event will occur;
- (6) proposed lighting plan for hours of operation after sunset;
- (7) proposed fencing;
- (8) proposed buildings, including tents;
- (9) the level and nature of anticipated noise (see Section 11-2-6 of the Tooele City Code) and/or dust generated by the temporary vehicle sale; and,
- (10) other items reasonably requested by the Director.

7-29-6. Parking ~~R~~Requirements.

- (1) Temporary vehicle sales shall provide one ~~(1)~~ on-site customer parking stall for each ten ~~(10)~~ motorized vehicles being offered for sale, sold but still on site, and accepted in trade but still on-site.
- (2) The requirement may not include parking required for or associated with another use, and shall be adequate to accommodate both the temporary use and the regular use of the property.
- (3) The location of the temporary vehicle sale must have safe, supporting, maintained surfacing, as required by the Director, for both the sales and parking areas.

7-29-7. Other ~~R~~Requirements.

In addition to other reasonable requirements made by the Director or the Tooele City Code, Sections ~~7-11a29~~-5(1)(a) (parking), -5(1)(g) (public restrooms), and -5-(1)(k) (dust control), herein, as amended, shall constitute affirmative obligations of the permit applicant.

7-29-8. Licensing ~~R~~Requirements.

Nothing in this Chapter shall exempt temporary vehicle sales lots from complying with the licensing regulations contained in Title 5 of the Tooele City Code or the building and development regulations contained in Titles 4 and 7 of the Tooele City Code.

7-29-9. Waste ~~d~~Disposal ~~d~~Deposit.

The applicant for each approved permit shall clean the sales site and dispose of all waste generated by the temporary vehicle sale. Prior to permit issuance, each permit applicant shall deposit with the Finance Department a \$200.00 waste disposal cleaning deposit and arrange for a dumpster to be delivered to the temporary sales lot. Failure to clean the site or dispose of all waste generated by the temporary vehicle sale may result in the forfeiture of all or a portion of the deposit, depending on the cost of third-party cleanup, and shall constitute a violation of this Chapter.

7-29-10. Revocation.

Any violation of the provisions of this Chapter may result in revocation of the current permit. Upon revocation, the permit applicant and the business entity represented by the permit applicant shall be ineligible for a new permit for ~~twelve~~(12) months following the date of revocation.

7-29-11. Appeals.

Any discretionary decision of the Director made pursuant to this Chapter may be appealed in writing to the Board of Adjustment within ten ~~(10)~~ days of the decision. The appeal shall set forth the appellant's reasons why the Director's decision should be overturned or modified.

EXHIBIT J

Planning Commission Minutes

STAFF REPORT

March 7, 2019

To: Tooele City Planning Commission
Business Date: March 13, 2019

From: Planning Division
Community Development Department

Prepared By: Jim Bolser, Director

Re: Multi-Family Uses and Zoning Districts – City Code Text Amendment Request

Application No.: P18-450

Applicant: Tooele City Corporation

Request: Request for approval of a City Code Text Amendment regarding revisions to the zoning districts, allowable uses, applicable standards and supplemental regulations for multi-family residential development.

BACKGROUND

This application is a request for approval of a City Code Text Amendment to Chapter 7-1, Chapter 7-4, Chapter 7-11a, Chapter 7-13, Chapter 7-14 and Chapter 7-16, primarily. The City is requesting that a City Code Text Amendment be approved to allow for revisions to be implemented that involve the creation of an additional multi-family residential zoning district, revision to design standards and supplement regulations, and numerous housekeeping and technical changes. This proposal includes revisions intended to address identified intents, provide clarity and reorganization to existing provisions, as well as to respond to input received from applicants and the general public over the past few years. Much of the existing provisions for design and aesthetics have been in place for approximately 15 years and have produced multiple projects that have contributed well to the community. Exhibit “A” to this report contains the proposed revisions for this application. There are additional chapters of the City Code that will be amended with this application beyond what has been previously discussed. Those additional chapters are being revised simply to address references to primary aspects of this application and non-substantive technical changes.

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 design for multi-family developments.
2. The proposed City Code text amendment is intended to provide additional clarity in the language for applicants of multi-family developments, City staff, and the general public.
3. The proposed City Code text amendment is intended to respond to input from applicants and the public.
4. The proposed City Code text amendment is intended to build upon existing provisions in an effort to modernize provisions applicable to changing housing market conditions and residential housing types.

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.

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 Multi-Family Uses and Zoning Districts City Code Text Amendment Request by Tooele City Corporation, application number P18-450, based on the following findings and conditions:”

1. List findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Multi-Family Uses and Zoning Districts City Code Text Amendment Request by Tooele City Corporation, application number P18-450, based on the following findings and conditions:”

1. List findings...

EXHIBIT A

MULTI-FAMILY USES AND ZONING DISTRICTS

CITY CODE TEXT AMENDMENT

PROPOSED REVISIONS TO CITY CODE

TITLE 7 CHAPTER 1

TITLE 7 CHAPTER 14

TITLE 7 CHAPTER 11A

TITLE 7 CHAPTER 13

TITLE 7 CHAPTER 14

TITLE 7 CHAPTER 15

TITLE 7 CHAPTER 15a

TITLE 7 CHAPTER 16

TITLE 7 CHAPTER 29

MEMORANDUM

To: Tooele City Council
From: Jim Bolser, AICP, Director
Date: February 28, 2019
Re: Multi-Family Zoning Districts & Standards Text Amendment to the Tooele City Code

Subject:

Over the past few years I have periodically taken some time to work on a substantial revision proposal to the City Code to address the various provisions of our existing multi-family zoning districts and the associated development standards. In recent months this effort has accelerated significantly. Due to the complexity of the topic, this text amendment effort has produced an extensive proposal that directly affects six chapters of the City Code. It's anticipated that in final ordinance form it will include other chapters as well to coordinate and correct various references to directly involved chapters. This proposal was developed using a committee of various staff members, a City Council member representative, and a Planning Commission representative. This committee did a wonderful job working together to develop the attached proposal for your review which is intended to address multiple intentions. Because there are multiple intentions and the resulting effort produced a proposal with extensive revisions, the listing below is intended to provide a brief synopsis of the primary themes included in this proposal to hopefully help guide your review through the proposal.

Background Purposes

- Develop and integrate a new zoning district pertinent to higher density multi-family residential development
- Respond to input from community and applicants regarding needs, frustrations & clarifications
- General update and modernization of ordinances related to multi-family zoning districts and the development within those districts
- General housekeeping and technical updates

Chapter 7-1 – General Provisions

- Coordinate & integrate definitions with Chapter 7-11a
- Separate & rework definitions for clarity & applicability
- Housekeeping & technical updates

Chapter 7-4 – Off-Street Parking Requirements

- Address parking requirements for residential uses
- Address the methods by which parking requirements are calculated
- Housekeeping and technical updates

Chapter 7-11a – Design Standards: Multi-Family Residential

- Consolidate applicable definitions & coordinate with existing definitions from Chapter 7-1
- Reorganize existing chapter provisions for clarity & consolidation
- Establish & clarify policy provisions regarding setback requirements for multi-family buildings
- Clarify & modernize vertical design elements for multi-family buildings
- Clarify & modernize horizontal and facade design elements for multi-family buildings
- Rework & modernize landscaping design requirements for multi-family projects
- Rework & modernize parking and circulation design requirements for multi-family projects
- Supplement provisions regarding ground mounted third party utility infrastructure

- Supplement and modernize provisions for fencing, building materials, color, dumpster enclosures & pedestrian pathways
- Rework & modernize common area design & amenities requirements for multi-family projects
- Housekeeping and technical updates

Chapter 7-13 – Zoning Districts

- Supplement existing provisions identifying the existing zoning districts of the City
- Supplement & reinforce the legislative authority to establish overlay districts
- Housekeeping and technical updates

Chapter 7-14 – Residential Zoning Districts

- Establish new higher density multi-family zoning district (MR-25) & retitle existing multi-family zoning districts for clarity in identification
- Clarify & stratify purposes & uses for multi-family zoning districts between each other and the single-family zoning districts
- Consolidate & incorporate three-family and four-family dwellings uses into multi-family use
- Establish all new provisions for allowable uses & development standards for new MR-25 zoning district
- Update use & development standard tables to reflect changes to new zoning classifications, defined terms & stratified separation of uses
- Separate out certain existing development standards for clarity
- Housekeeping and technical updates

Chapter 7-16 – Zoning District Purpose and Intent. Mixed use, Commercial, Industrial and Special Purpose Districts

- Housekeeping and technical updates

Additionally, the Planning Commission held an open discussion on this same information on February 27, 2019. The Commission seemed generally supportive and appreciative of the approach and provisions being presented. The topics raised and provisions discussed by the Planning Commission are summarized as follows:

- Provisions regarding parking for proposed multi-family developments
- The readability of the proposed language
- The approach and degree to which the design standard provisions have been revised and the impact of those revisions on potential projects
- The overall effect or impact of the proposed revisions on potential development
- The affect and benefit of the proposed revisions on the state of affordable housing in the community and region
- The assignment of the new multi-family zoning classifications on the properties throughout the community
- The considerations applicable to considering which areas and properties should be assigned to the proposed new MR-25 zoning district
- The impact of a more dense zoning district on area schools

One item that will need to be addressed through the formal review and approval process of the proposed revisions is the assignment of the zoning districts affected on the City's Zoning Map. The existing multi-family zoning districts will translate by title automatically (MDR to MR-8 and HDR to MR-16) but there will need to be a specific decision made to assign properties to the new MR-25 zoning district, or a decision not to do so.

As always, should you have any questions or concerns please feel free to contact me at any time.



Pics of Accessory Dwelling Units by ...
hammerandhand.com



Accessory Dwellings ...
arlnow.com



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Are accessory dwelling units allowed in ...
strongtowns.org



Accessory dwelling units: Housing help ...
columbian.com



Accessory Dwelling Units ...
thinkrealty.com



Using accessory dwelling units to ...
smartgrowthamerica.org



The Butterfly | Accessory Dwelling Unit ...
propelstudio.com



Accessory Dwelling Units: A Flexible ...
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cityoffullerton.com



Accessory Dwelling Units Provide ...
pacresmortgage.com



Accessory Dwelling Units | Coalition ...
smartergrowth.net



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coablog.ashevilenc.gov



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svoice.com



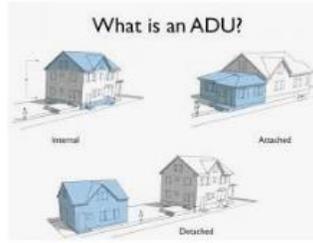
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Could an Accessory Dwelling Unit Help ...
nextavenue.org



Accessory Dwelling Units | Mountlake ...
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LivingHomes Offers Accessory Dwelling ...
residentialproductsonline.com



Are Accessory Dwelling Units Worth ...
bsbdesign.com



Accessory Dwelling Units (ADUs)
hcd.ca.gov



Accessory Dwelling Units & Backyard ...
hammerandhand.com



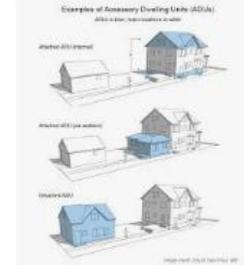
Accessory Dwelling Units ...
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columbian.com



MRSC - Accessory Dwelling ...
mrsc.org



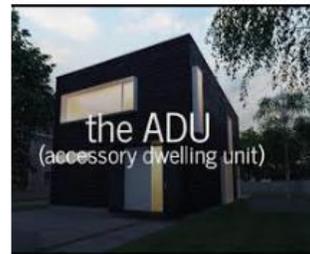
Accessory Dwelling Unit (ADU) Cost ...
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Accessory dwelling applications ...
bendbulletin.com



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beheardboulder.org



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Accessory Dwelling Units | Santa Rosa, CA
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Why Accessory Dwelling Units Could Be ...
neighborhoods.com



Luxury Homes in Los Angeles ...
lacityadu.com



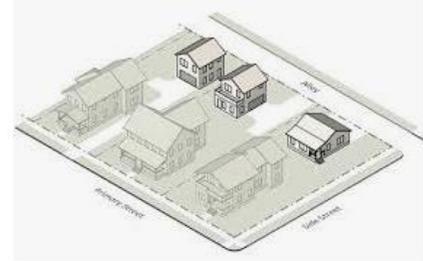
Building an Accessory Dwelling Unit in DC
dc.urbanturf.com



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Bend City Council loosens rules on A...
bendbulletin.com



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medium.com



spur building of accessory dwelling units
mercurynews.com



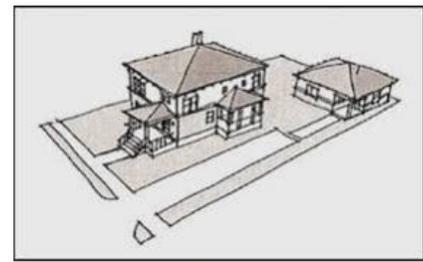
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boardandvellum.com



Accessory Dwelling Units (ADU's) | City ...
cityofgolden.net



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palipost.com



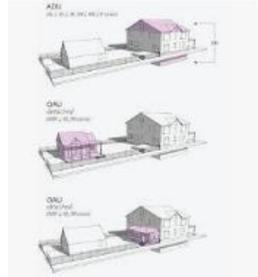
Portland ADUs (Accessory Dwelling Units ...
propelstudio.com



Accessory Dwelling Units: Beyond the ...
lajollelight.com



Accessory Dwelling Units | Corvallis Oregon
corvallisoregon.gov



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bouldercolorado.gov



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curbed.com



Portland's new housing stock is tilting ...
pamplinmedia.com



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aptoscommunitynews.org



Breaking it down: accessory dwelling units
openlistings.com



Accessory Dwelling Units Could Ease Bay ...
news.theregistrystf.com



Accessory Dwelling Unit ("ADU" aka ...
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Accessory Dwelling Units | Planning for ...
completecommunitiesde.org



The Accessory Dwelling Unit (ADU) ...
homeworkshawaii.com



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strongtowns.org



In Praise of the Granny Flat: What You ...
lajollalight.com



ADU
sccoplanning.com



market for accessory dwelling units ...
blogs.berkeley.edu



The Accessory Dwelling Unit for ...
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are accessory dwelling units as great ...
accessorydwelling.org



Accessory Dwelling Units
codewatcher.us



Accessory dwelling units: what they...
accessorydwellings.org



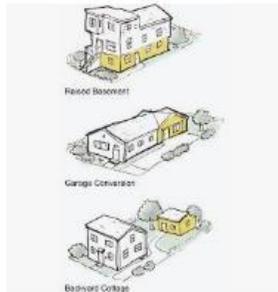
Iron Triangle ...
richmondstandard.com



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smartergrowth.net



Accessory Dwelling Units: What ...
proremodeler.com



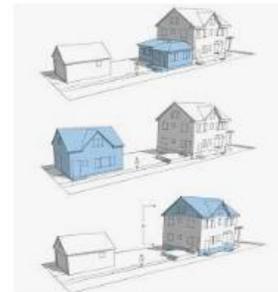
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sierraclub.org



Albina Accessory Dwelling Unit ...
studioeccos.com



Accessory Dwelling Units Becoming ...
news.theregistryps.com



Right to build 'accessory' dwell...
startribune.com



Using accessory dwelling units to ...
smartergrowthamerica.org



Pics of Accessory Dwelling Units by
https://accessorydwellings.org/what-adus-are-and-why-people-build-them/



What is an Accessory Dwelling Unit (ADU) ...



Accessory dwelling units: what they are ...
accessorydwellings.org



Accessory Dwelling Units Could Solve ...
siliconvalleypropertymanagementgroup.co...



Accessory Dwelling Units ...
thelnnedia.com

Accessory Dwelling Units (ADUs)

What is an ADU?

- A second, small dwelling on the same grounds as the primary residence. It can be attached (e.g., basement apartment) or detached (e.g., back-yard cottage).
- Common types: basement apartment, garage apartment, mother-in-law apartment, granny flat, carriage house, coach house, tiny home, cottage.

What is the problem sought to be addressed through ADUs?

- Utah's 3 million population is forecast to grow to 5 million by 2050 and 6 million by 2065.
- For the first time in Utah history, the number of families looking for housing exceeds the total housing supply, by 40,000 dwelling units.
- The shortage of housing supply is leading to a dramatic increase in housing prices.
- There are not enough houses at any prices, let alone affordable prices, for Utah families to buy.
- The existing housing stock is not affordable to most young people and families.
- The result is a housing availability and affordability crisis that is getting tremendous attention by Utah legislators, many of whom are blaming cities for a problem largely outside their control.
- The families looking for housing in Utah are predominantly our children, not families from out of state. (2/3 of Utah's growth is from Utah families.)
- Utah residents are frustrated with large high-density projects that bring congestion, traffic, loss of open space, loss of views, etc.

What are some tools available to Utah cities to address this problem?

- Higher densities in appropriate areas with access to transportation, services, etc.
- Smaller lots in appropriate areas.
- Greater variety of housing types.
- Reduction in impact fees and other fees.
- **Accessory Dwelling Units (ADUs).**

20 public policy benefits of ADUs.

1. Providing lower priced housing for students, young families, retirees, and others since ADUs don't have to include the price of land (already paid for) and are smaller.
2. Government efficiency. Utilizing existing water, sewer, storm drain, and street infrastructure with no added city maintenance cost.
3. Increasing property values because of the additional appraised living space.
4. Providing to homeowners a supplemental, secondary income stream from ADU rentals.
5. Generating wealth within the community through mortgage reduction and fixed-income retirement supplements.
6. Allowing people to age in place instead of having to sell because of fixed incomes or to downsize. (Some homeowners choose to live in the ADU and rent out their primary residence.)
7. Offsetting social assistance and community support for ADU occupants by living in single-family neighborhoods with a mix of ages and income levels. "Family friendly."
8. Providing flexible life-cycle housing that allows people to stay in their homes and neighborhoods long-term despite changes in life stage.
9. 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.
10. Venting some of the pressure to create new and large apartment projects for people who cannot afford to buy a house.
11. Contributing to neighborhood revitalization with new capital investment and increased motivation to maintain properties.
12. 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.
13. Protecting and respecting private property rights.
14. Reducing single-family yard irrigation.
15. Legitimizing already existing but illegal basement apartments and other ADUs.
16. Reducing rents by adding to the supply of rental housing.
17. Contributing to the supply of available, affordable housing by reducing regulatory barriers and costs to such housing.
18. Being consistent with the single-family nature of neighborhoods as opposed to a large apartment buildings. (Picture cutting up an apartment building and spreading the units out in a large single-family neighborhood area.)
19. Offering cities a way of creating "gentle density" instead of the harsher density of large apartment projects.
20. Avoiding/delaying the loss of greenfield properties (e.g., farms, fields, hillsides) to new development.

December 13, 2018

CHAPTER 14a. ACCESSORY DWELLING UNITS

7-14a-1. Definitions.

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

7-14a-2. Purpose.

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

7-14a-3. Primary dwelling requirement.

No ADU in a single-family 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 permitted uses 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) 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 district.

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

(5) 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 1 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 1 family, as defined in Section 7-1-5.

7-14a-10. Size.

A detached ADU shall be no smaller than 300 square-feet and no larger than 1,200 square-feet, and shall contain a maximum of two bedrooms.

7-14a-11. 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-12. Setbacks.

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

7-14a-13. Separation.

A detached ADU shall be separated from the primary dwelling by a distance of at least 10 feet.

7-14a-14. Lot coverage.

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

7-14a-15. Utilities.

An ADU is allowed but not required to have a separate utility meter and account from the primary dwelling. The ADU utility account must be in the name of the primary dwelling owner. An ADU is allowed but not required to have separate utility laterals from the primary dwelling utility laterals.

7-14a-16. 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-17. Mailbox.

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

7-14a-18. Subdivision.

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

7-14a-19. Design.

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

7-14a-20. Site plan.

An ADU building permit application shall include a scaled site plan. The site plan indicate the locations and dimensions of property lines and existing and

proposed buildings, building entrances, additions, setbacks, parking spaces, driveways, utility meters, and utility laterals and conduits. The site plan need not be engineered.

7-14a-21. Parking.

An ADU shall provide 1 additional on-site parking stall. 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-22. Entrances.

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

7-14a-23. 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. See Figure 1.

7-14a-24. Impact fee reductions.

Notwithstanding the provisions of Chapter 4-15, an ADU shall pay the following impact fees:

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

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

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

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

7-14a-25. Water rights.

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

7-14a-26. Fee reductions.

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

7-14a-27. 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 1-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, and wheels must be removed at the time of ADU installation.

7-14a-28. 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 or to comply with applicable building and fire codes.

7-14a-29. Conversion.

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

7-14a-30. 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-31. 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-32. Registration.

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

7-14a-33. 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 shall be made under Chapters 1-27 and 1-28.

Accessory Dwelling Unit Ordinances in Utah (2018)

Jurisdiction/Standard	Salt Lake City	Murray	Cedar Hills	Alpine	Sandy	Orem	Pleasant Grove	Provo	North Ogden	North Salt Lake	Recommended
Owner occupancy required for Primary Residence or ADU	1 or both	1 or both	1 or both	Y main residence	Y	Y	Y	Y	Y for both	1 or both	
Deed restriction requiring owner occupancy	Y	N	N	N	Y	N	N		Y	N	
# of ADUs per lot	1	1	1	1	1	1	1	1	1	1	
Building height	base zoning + no taller than primary residence	1 story or 20 feet, whichever is less							base zoning + no taller than primary residence	base zoning	
Setbacks	base zoning	base zoning		12 feet side/rear	NA	NA			base zoning	base zoning	
Distance between primary & ADU											10 ft
Lot coverage restrictions	base zoning	base zoning			NA	NA				base zoning	
Conversion of accessory structure to ADU allowed	Y	Y							Y	Y	
Primary residence required	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Internal ADU allowed (basement apartment)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Attached ADU allowed (e.g., above garage)	Y	Y	Y		N	Y	Y	N	Y	Y	
Detached ADU allowed	Y	Y	Y	Y	N	N	Y	N	Y	Y	
Minimum Lot Area: Internal	NA	NA								none	
Minimum Lot Area: Attached	NA	NA		not allowed						none	
Minimum Lot Area: Detached	5,000 SF	12,000 SF		5 acres	NA	NA			1 AC/20,000 SF	none	
Separate utility meters allowed	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Allowed	Allowed	Allowed	Required	Allowed	
Separate utility accounts allowed			N (must be in name of owner)	N (must be in name of owner)	N	Y (both in owner name)	Y (both in owner name)	Y (both in owner name)	Y (both in owner name)	Y (both in owner name)	
Utility lateral collocation required		Y	Y	Y	Y	N	N	N	N	Y	
Multi-family lot ADUs	Y if built single-family		N	N	N	N	prohibited			N	
Jurisdiction/Standard	Salt Lake City	Murray	Cedar Hills	Alpine	Sandy	Orem	Pleasant Grove	Provo	North Ogden	North Salt Lake	Recommended
ADUs exempt from density calculations	Y		Y								
Home occupations allowed	Y						Y (home office only, with owner consent)		Y (home office only, with owner consent)	Y (home office only, with owner consent)	Y (with owner consent)
Maximum size	50% of primary residence or 650 SF, whichever is less	40% of primary residence or 1,000 SF, whichever is more	N		30% of primary residence or 1020 SF, whichever is less	1200 SF			40% primary residence	1200 SF	
Minimum size	N	N	300 SF	300 SF		300 SF				300 SF	
Bedroom restriction	N	2	N		2 max	2 max			Y/N	2 bedroom max	
Subdivision from primary residence allowed	N	N	N	N	N	N	N	N	Y/N	N	
Parking: studio/1 bedroom	1 stall	2 stalls	2 stalls	1 stall for ADU	3 total	3 total	4+2=6	4 total	SF	1 stall for ADU	
Parking: 2 bedroom	2 stalls	2 stalls	2 stalls	1 stall for ADU	3 total	3 total	4+2=6	4 total	SF	1 stall for ADU	
On street parking allowed with staff approval	Y	N	N								Not prohibit
Business license required	Y	N	N						Y for rental	N	
Design	no standards; general compatibility	color standards	same as primary residence	same as primary residence	same as primary residence				same as primary residence	same as primary residence	
Impact fees				1.5 X single-family fees					1.0 x single-family fees	N	0%-50% of single-family fees
Water rights waiver/requirement			none	1/2 AF for ADU						none	
1-hour fire separation required for attached ADU										comply with building codes	
Transit proximity required	Y									parking reduction	N bc not relevant in Tooele context for foreseeable future
Jurisdiction/Standard	Salt Lake City	Murray	Cedar Hills	Alpine	Sandy	Orem	Pleasant Grove	Provo	North Ogden	North Salt Lake	Recommended
ADU resident limit	1 family (as defined)	2 adults + their children	1 family (as defined)			1 family	1 family	1 family	1 family	1 family	
Conditional Use Permit (CUP) required	N	Y	Y (administrative)	Y (administrative attached; PC detached)	Y (PC); renewal every 2 years	N			Y (administrative)	N (permitted with codified conditions)	
ADU entrance restrictions	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Separate address required	N	N (prohibited)	N (#A & #B)		N (prohibited)		ADU is #B	Y	ADU is #B	ADU is #B	
Separate mailboxes					N (prohibited)					N	
Process to make nonconforming ADUs conforming	N	Y	Y							Y (PC)	Y with limitations
Variance allowed		Y				Y	Y	Y	Y	Y	
Building permit required	Y	Y	Y	Y	Y	Y	Y (\$25)	Y (accessory apartment permit)	Y	Y	track through building permit
Registration of existing ADUs required	N	Y	Y	Y (accessory apartment permit)		Y (accessory apartment permit)		Y (accessory apartment permit)	Y	Y	combine with parking
Driveway restrictions				Y							
Requires ADU overlay zone	N	N	N	N	N	N	N	Y	N	N	
Site plan required					Y	Y	Y	Y	Y	Y	

Accessory Dwelling Unit Ordinances in Utah (2018)

Jurisdiction/Standard	Salt Lake City	Murray	Cedar Hills	Alpine	Sandy
Owner occupancy required for Primary Residence or ADU	1 or both	1 or both	1 or both	Y main residence	Y
Deed restriction requiring owner occupancy	Y	N	N	N	Y
# of ADUs per lot	1	1	1	1	1
Building height	base zoning + no taller than primary residence	1 story or 20 feet, whichever is less			
Setbacks	base zoning	base zoning		12 feet side/rear	NA
Distance between primary & ADU					
Lot coverage restrictions	base zoning	base zoning			NA
Conversion of accessory structure to ADU allowed	Y	Y			
Primary residence required	Y	Y	Y	Y	Y
Internal ADU allowed (basement apartment)	Y	Y	Y	Y	Y
Attached ADU allowed (e.g., above garage)	Y	Y	Y		N
Detached ADU allowed	Y	Y	Y	Y	N
Minimum Lot Area: Internal	NA	NA			
Minimum Lot Area: Attached	NA	NA		not allowed	
Minimum Lot Area: Detached	5,000 SF	12,000 SF		5 acres	NA
Separate utility meters allowed	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
Separate utility accounts allowed			N (must be in name of owner)	N (must be in name of owner)	N
Utility lateral collocation required		Y	Y	Y	Y
Multi-family lot ADUs	Y if built single-family		N	N	N

Accessory Dwelling Unit Ordinances in Utah (2018)

Jurisdiction/Standard	Salt Lake City	Murray	Cedar Hills	Alpine	Sandy
ADUs exempt from density calculations	Y		Y		
Home occupations allowed	Y				
Maximum size	50% of primary residence or 650 SF, whichever is less	40% of primary residence or 1,000 SF, whichever is more	N		30% of primary residence or 1020 SF, whichever is less
Minimum size	N	N	300 SF	300 SF	
Bedroom restriction	N	2	N		2 max
Subdivision from primary residence allowed	N	N	N	N	N
Parking: studio/1 bedroom	1 stall	2 stalls	2 stalls	1 stall for ADU	3 total
Parking: 2 bedroom	2 stalls	2 stalls	2 stalls	1 stall for ADU	3 total
On street parking allowed with staff approval	Y	N	N		
Business license required	Y	N	N		
Design	no standards; general compatibility	color standards	same as primary residence	same as primary residence	same as primary residence
Impact fees				1.5 X single-family fees	
Water rights waiver/requirement			none	1/2 AF for ADU	
1-hour fire separation required for attached ADU					
Transit proximity required	Y				

Accessory Dwelling Unit Ordinances in Utah (2018)

Jurisdiction/Standard	Salt Lake City	Murray	Cedar Hills	Alpine	Sandy
ADU resident limit	1 family (as defined)	2 adults + their children	1 family (as defined)		
Conditional Use Permit (CUP) required	N	Y	Y (administrative)	Y (administrative attached; PC detached)	Y (PC); renewal every 2 years
ADU entrance restrictions	Y	Y	Y	Y	Y
Separate address required	N	N (prohibited)	N (#A & #B)		N (prohibited)
Separate mailboxes					N (prohibited)
Process to make nonconforming ADUs conforming	N	Y	Y		
Variance allowed		Y			
Building permit required	Y	Y	Y	Y	Y
Registration of existing ADUs required	N	Y	Y	Y (accessory apartment permit)	
Driveway restrictions				Y	
Requires ADU overlay zone	N	N	N	N	N
Site plan required					Y

Orem	Pleasant Grove	Provo	North Ogden	North Salt Lake	Recommended
Y	Y	Y	Y for both	1 or both	
N	N		Y	N	
1	1	1	1	1	
			base zoning + no taller than primary residence	base zoning	
NA			base zoning	base zoning	
					10 ft
NA				base zoning	
			Y	Y	
Y	Y	Y	Y	Y	
Y	Y	Y	Y	Y	
Y	Y	N	Y	Y	
N	Y	N	Y	Y	
				none	
				none	
NA			1 AC/20,000 SF	none	
Allowed	Allowed	Allowed	Required	Allowed	
Y (both in owner name)	Y (both in owner name)				
N	N	N	N	Y	
N	prohibited			N	

Orem	Pleasant Grove	Provo	North Ogden	North Salt Lake	Recommended
	Y (home office only, with owner consent)		Y (home office only, with owner consent)	Y (home office only, with owner consent)	Y (with owner consent)
1200 SF			40% primary residence	1200 SF	
300 SF				300 SF	
2 max				2 bedroom max	
N	N	N	Y/N	N	
3 total	4+2=6	4 total	SF	1 stall for ADU	
3 total	4+2=6	4 total	SF	1 stall for ADU	
					Not prohibit
			Y for rental	N	
			same as primary residence	same as primary residence	
			1.0 x single-family fees	N	0%-50% of single-family fees
				none	
				comply with building codes	
				parking reduction	N bc not relevant in Tooele context for foreseeable future

Orem	Pleasant Grove	Provo	North Ogden	North Salt Lake	Recommended
1 family	1 family	1 family	1 family	1 family	
N			Y (administrative)	N (permitted with codified conditions)	
Y	Y	Y	Y	Y	
	ADU is #B	Y	ADU is #B	ADU is #B	
				not required	allow
			Y	N	
				Y (PC)	Y with limitations
Y	Y	Y	Y	Y	
Y (accessory apartment permit)	Y (\$25)	Y (accessory apartment permit)	Y	Y	track through building permit
				Y	combine with parking
N	N	Y	N	N	
Y	Y	Y	Y	Y	