
PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, August, 21, 2024 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecity.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecity.gov.

*We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecity> or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecity.gov anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.*

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Public Comment Period**
4. **Ordinance 2024-21** An Ordinance of the Tooele City Council Approving the Annexation Petition of Howard Schmidt, Annexing 61.16 Acres of Land into the Tooele City Corporate Limit, and Assigning the R1-8 Residential Zoning District to the Annexed Property
Presented by Andrew Aagard, Community Development Director
5. **Resolution 2024-60** A Resolution of the Tooele City Council Approving the Canyon Springs Annexation Agreement
Presented by Roger Baker, City Attorney
6. **Ordinance 2024-22** An Ordinance of Tooele City Enacting Civil Penalties for Violations of Tooele City Code Title 5 (Business Regulation)
Presented by Roger Baker, City Attorney
7. **Ordinance 2024-23** An Ordinance of Tooele City Enacting Civil Penalties for Violations of Tooele City Code Title 7 (Zoning)
Presented by Roger Baker, City Attorney
8. **Resolution 2024-66** A Resolution of the Tooele City Council Approving an Agreement with Broken Arrow for Change Orders No. 2 and No. 3 to the 2024 New Town Sewer and Manhole Replacement Project
Presented by Jamie Grandpre, Public Works Director

9. **Resolution 2024-67** A Resolution of the Tooele City Council Approving an Agreement with Organic Sediment Removal Systems, LLC, for the Removal of Sediment from Oquirrh Hills Golf Course Ponds and Pumping and Irrigation Facilities
Presented by Darwin Cook, Parks and Recreation Director

10. **Resolution 2024-68** A Resolution of the Tooele City Council Approving an Agreement with Musco Sports Lighting, LLC, for the Installation of Lighting for the Xtreme Ninja Course and Basketball Court at England Acres Park
Presented by Darwin Cook, Parks and Recreation Director

11. **Invoices & Purchase Orders**
Presented by Michelle Pitt, City Recorder

12. **Minutes**
 - ~August 7, 2024 Work Meeting
 - ~August 7, 2024 Business Meeting

13. **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 435-843-2111 or michellep@tooelecity.gov, prior to the meeting.

TOOELE CITY CORPORATION

ORDINANCE 2024-21

AN ORDINANCE OF THE TOOELE CITY COUNCIL APPROVING THE ANNEXATION PETITION OF HOWARD SCHMIDT, ANNEXING 61.16 ACRES OF LAND INTO THE TOOELE CITY CORPORATE LIMIT, AND ASSIGNING THE R1-8 RESIDENTIAL ZONING DISTRICT TO THE ANNEXED PROPERTY

WHEREAS, the annexation of additional land into Tooele City is governed by Utah Code Chapter 10-2 Part 4 (§10-2-401 *et seq.*), Tooele City Code Chapter 7-24, and Tooele City's Annexation Policy Plan (2024); and,

WHEREAS, Tooele City has received the annexation petition ("Petition") of Howard Schmidt ("Petitioner"), dated April 25, 2024, in accordance with UCA § 10-2-403 and TCC Chapter 7-24, seeking to annex approximately 61.16 acres of property (the "Property") into the Tooele City corporate limits (see the Petition and map as part of Exhibit A, attached); and,

WHEREAS, the parcel affected by the Ordinance is No. 03-031-0-0014; and,

WHEREAS, the City Council approved Resolution 2024-45 on June 5, 2024, which Resolution accepted the Petition for further consideration, as provided in UCA § 10-2-405(1) (see Resolution 2024-45 and its exhibits attached as Exhibit B; see June 5, 2024, meeting minutes attached as exhibit C); and,

WHEREAS, on July 10, 2024, the Tooele City Planning Commission considered the Petition and voted to forward its recommendation to the City Council, as required by TCC §7-24-1 (see meeting minutes attached as Exhibit F); and,

WHEREAS, by Ordinance 2023-45, the City Council adopted an updated Annexation Policy Plan, a document required by UCA §10-2-401.5, which plan includes the Property as eligible for annexation (see map of annexation Area B attached to Exhibit H); and,

WHEREAS, at the recommendation of the City Administration, and at the request of the City Council, the Petitioner obtained professional engineering and other studies regarding the anticipated impacts of the Canyon Springs annexation on City utility, infrastructure, and fiscal systems; and,

WHEREAS, on July 3, 2024, the City Recorder certified the Petition, as required by UCA §10-2-405(2) (see procedural outline attached as Exhibit I); and,

WHEREAS, as required by UCA §10-2-407(3)(b)(ii)(A), the City Council convened a required public hearing on July 17, 2024, and accepted public comments, protests and objections, including from affected entities (reference UCA §§10-2-401, 406, and 407) (see meeting minutes attached as Exhibit E); and,

WHEREAS, pursuant to TCC §7-24-3, any annexation approval is conditioned upon the Petitioner executing an Annexation Agreement with the City; and,

WHEREAS, on August 21, 2024, the City Council approved Resolution 2024-60, approving an Annexation Agreement for the Canyon Springs annexation (see Resolution 2024-60 attached as Exhibit G); and,

WHEREAS, the Canyon Springs Annexation and general annexation concepts have been discussed in public City Council meetings as indicated above and in the exhibits hereto; and,

WHEREAS, pursuant to Tooele City Code §7-24-1(1)(f), a successful annexation petition must be approved by at least a two-thirds (2/3) majority vote of the City Council; and,

WHEREAS, the City Administration believes that all the procedural requirements of both the Utah Code and Tooele City Code for the approval of an annexation have been satisfied (see checklist attached as Exhibit D):

WHEREAS, on July 17, 2024, the City Council convened a duly-noticed public hearing (see minutes of the public hearing at Exhibit E):

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

1. The Annexation Petition is hereby approved, subject to the conditions stated in this Ordinance and in the Annexation Agreement; and,
2. Petitioner shall immediately execute the approved Annexation Agreement; and,
3. As required in the Annexation Agreement, Petitioner shall execute an agreement with Tooele County for the paving of the trail referenced in the Agreement; and,
4. Subsequent to Petitioner executing both agreements referenced immediately above, but within 30 days of approval of this Ordinance, the City Recorder is hereby directed to file electronically with the Utah Lieutenant Governor a Notice of Impending Boundary Action meeting the requirements of the UCA §67-1a-6.5(3), together with a copy of the final local entity plat; and,
5. The property annexed under this Ordinance, as described in the Petition, shall receive the R1-8 Residential zoning district designation under authority of TCC §7-24-2 and the Annexation Agreement; and,
6. The annexation approved by this Ordinance shall take effect, according to UCA §10-2-425(4), on the date of the Lieutenant Governor's issuance of a Certificate of Annexation and recordation of the Certificate and the local entity plat with the Tooele County Recorder; and,
7. All aspects of this Ordinance, with the exception of the effective date of the annexation for State of Utah purposes under UCA §10-2-425(4), shall take effect immediately upon passage of this Ordinance, 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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

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

Exhibit A


Petition, Mapping, Zoning, & Staff Report

Petition for Annexation

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 pertinent plans and documents to be reviewed by the City in accordance with the terms of the Utah State Code and Tooele City Code. All submitted Petition for Annexation applications shall be reviewed in accordance with all applicable State and City ordinances and requirements, are subject to compliance reviews by various City departments, and may be returned to the applicant for revision if the plans are found to be inadequate or inconsistent with the requirements of the State Code and City Code. Application submission in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all checklist items be submitted well in advance of any anticipated deadlines.

Annexation Information			
Date of Submission: April 25, 2024	Total Acres: 61.16	Expansion Option Area:	
Project Name: Canyon Cove Development			
General Address: 750 North Droubay Road			
Current Use of Property: Vacant and horse boarding and pasture			
Sponsor: Howard Schmidt		Address: PO Box 95410	
Phone: 801-859-9449 or 801-706-4693	City: South Jordan	State: UT	Zip: 84095
Primary Phone Number:	Cell Number:	Email: howard@braemarco.com	
Signature of Sponsor: 			4/25/24 Date

*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, except as required by GRAMA.

** By submitting this application form to the City, the applicant acknowledges that the above list is not exclusive and under no circumstances waives any responsibility or obligation of the Applicant and/or his Agents from full compliance with Utah State Code and City Master Plans, Codes, Rules and/or Regulations.

*** NOTE ***

According to Utah State Code Section 10-2-403(7), it is the sole responsibility of the SPONSOR of a Petition For Annexation to deliver to the County Clerk a complete copy of the same petition to annex property on the same calendar day the petition is filed with the City.

For Office Use Only			
Fee: (213)	Received By:	Date Received:	Receipt #:

STAFF REPORT

July 3, 2024

To: Tooele City Planning Commission
Business Date: July 10, 2024

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, Community Development Director

Re: Canyon Springs – Annexation Petition Request

Applicant: Howard Schmidt
Project Location: Approximately 750 North Droubay Road
Zoning: Unassigned
Acreage: 61.16 (Approximately 2,664,129 ft²)
Request: Request for approval of an Annexation Petition regarding the incorporation of a 61.16 acres into Tooele City.

BACKGROUND

This application is a request for approval of an annexation petition to annex 61.16 acres of land located in unincorporated Tooele County into Tooele City's municipal boundaries. The parcel is located east of Droubay Road immediately south of the exiting Carr Fork Subdivision and approximately 750 North.

ANALYSIS

Howard Schmidt has submitted an application for a petition for annexation. The application was submitted on April 25, 2024. The property that is being considered is one that is well known to members of the Planning Commission as the same property had a petition for annexation that was submitted in 2021 and ultimately did not pass the City Council with a super majority vote. The Planning Commission made a favorable recommendation to annex this property in June of 2022. This petition for annexation request involves the same property as the previous application with no changes to the boundaries or configuration of the property being considered from the original petition for annexation.

The property proposed for annexation is located on the east side of Droubay Road at about 750 North and totals a little more than 61 acres. The property is current located within the Pine Canyon Township of unincorporated Tooele County. The applicant desires to have the City annex the property into the City's incorporated boundaries and receive connections to City utilities including water and sewer and receive the necessary services such as public safety.

Given that the property is located within unincorporated Tooele County there is no Tooele City zoning district attached. The zoning will need to be assigned during the annexation process by the Tooele City Council. Currently the property is surrounded by properties on the north and west that are currently zoned R1-7 Residential, a zone that permits single family residential and duplexes and requires a minimum lot size of 7,000 square feet.

The applicant's intended use for the property once it has been annexed into the City is to create a single-family residential development consisting of 172 lots with an average lot size of 11,000 square feet with some lots

smaller and some lots larger than 11,000 square feet. The requested zoning for this development will be the R1-7 Residential zone.

The applicant's petition for annexation application was also submitted with various studies regarding impacts of the annexation and potential addition of 172 new homes to Tooele City's utility systems, public safety and finance services. Those studies include a culinary water impact study, a fiscal impact study, a storm water drainage study, a utility impact study, a sewer impact study and a traffic impact study.

Notices of intent to annex were also submitted to the North Tooele Fire District, Tooele County, Tooele City, the Tooele County Board of Health and the Tooele Valley Mosquito District.

The City Council passed a resolution to continue the consideration of the annexation petition and that resolution will be presented on the June 5th City Council business meeting.

The Planning Commission's responsibility is to review the annexation petition and sign the annexation plat. The annexation agreement is not in the purview of the Planning Commission, however, the Commission may make a recommendation regarding the annexation agreement to the City Council. The Planning Commission should evaluate the pros and cons of an annexation of this size and how it impacts the City as a whole. Does the addition of 172 new residential homes benefit Tooele City. Do the trails being proposed by the applicant bring long term benefits to the City to offset the additional costs of providing services to 172 new homes? Do the property taxes generated bring long term benefits to the City to offset the additional costs of providing services to 172 new homes? The applicant has provided the studies compiled by professional engineers and accountants but ultimately the decision comes down to the City Council.

Attached to this report are images of the annexation plat, the zoning map, the land use map and a concept subdivision plan showing a proposed lay out. The individual studies are also available for review but are not included in this memo due to size constraints and limitations. Staff is more than happy to forward those studies to each City Council member upon request.

Impact Studies: The following studies that have been provided by the petitioner and are included in this staff report for the Planning Commission's reference:

1. A fiscal impact study – Conducted by EFG Consulting. Included with this study is a memo from Shannon Wimmer, Tooele City Finance Director, that includes the City's response to this financial impact study.
2. A drainage study – Conducted by Hansen, Allen and Luce.
3. A sewer system study – Conducted by Hansen, Allen and Luce.
4. A fiscal impact study – Conducted by Bonneville Analytics.
5. Culinary water impact study – Conducted by Hansen, Allen and Luce (HAL).
6. A utility impact estimate – Conducted by Ensign Engineering.
7. A Traffic Impact Study – Conducted by Hales Engineering.

REVIEWS

Planning Division Review: The Tooele City Planning Division has completed their review of the proposed Annexation Petition and has issued the following Comments:

1. Various studies have been provided in this packet for the Planning Commission's reference.

STAFF RECOMMENDATION

Staff recommends the Planning Commission carefully weigh this request for the annexation petition according to the appropriate tenets of the Utah State Code and the Tooele City Code, particularly Section 7-24-1 and render a recommendation in the best interest of the community with any conditions deemed appropriate and based on specific findings to address the necessary criteria for making such decisions.

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

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

MODEL MOTIONS

Sample Motion for Approval – “I move we forward a positive recommendation to the City Council for the Annexation Petition Request and Annexation Plat by Howard Schmidt, to annex 61.16 acres located at approximately 750 North Droubay Road into Tooele City, based on the findings listed in the Staff Report dated July 3, 2024:”

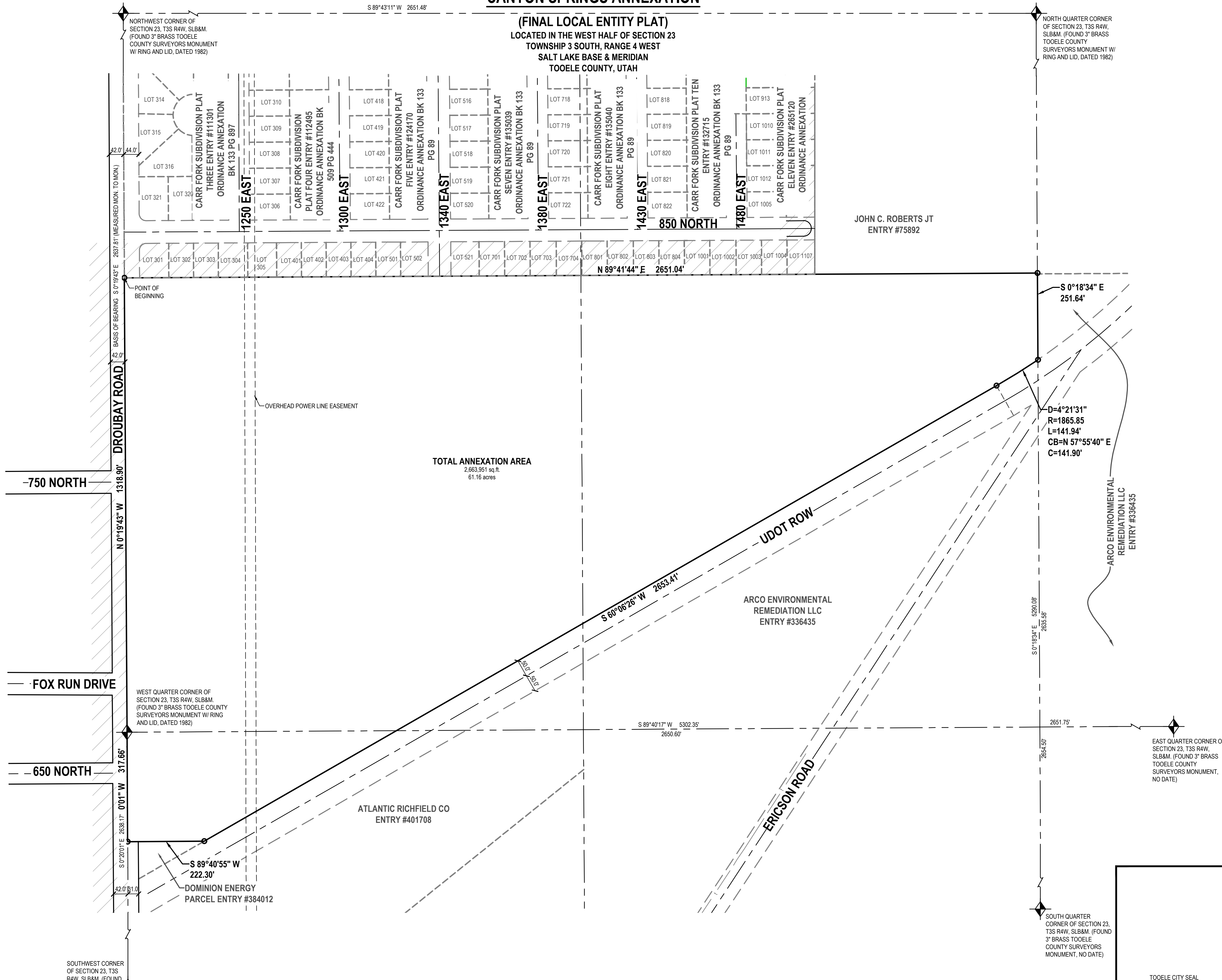
1. List any additional findings and conditions...

Sample Motion for Denial – “I move we forward a negative recommendation to the City Council for the Annexation Petition Request and Annexation Plat by Howard Schmidt, to annex 61.16 acres located at approximately 750 North Droubay Road into Tooele City, based on the findings listed in the Staff Report dated July 3, 2024, based on the following findings:”

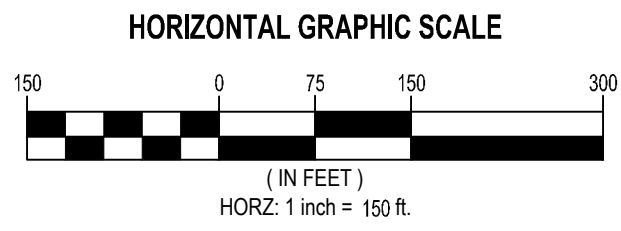
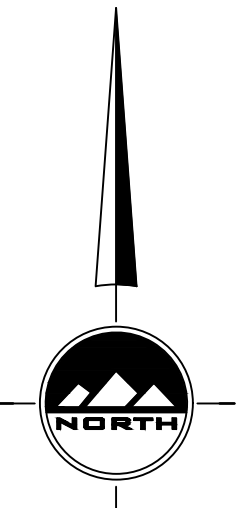
1. List findings...

CANYON SPRINGS ANNEXATION

(FINAL LOCAL ENTITY PLAT)
 LOCATED IN THE WEST HALF OF SECTION 23
 TOWNSHIP 3 SOUTH, RANGE 4 WEST
 SALT LAKE BASE & MERIDIAN
 TOOELE COUNTY, UTAH



- LEGEND**
- ANNEXATION BOUNDARY
 - SECTION QUARTER LINE
 - CENTER LINE
 - EASEMENT
 - ADJACENT PROPERTY LINE
 - TOOELE CITY LIMITS



SURVEYOR'S CERTIFICATE
 I, DOUGLAS J. KINSMAN, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 334575 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyor's Act. Do hereby certify that a Final Local Entity Plat, in accordance with Section 17-23-20 of Utah State Code, has been prepared under my direction and is a true and correct representation of said Final Local Entity Plat. I further certify that by authority of Tooele City, I have prepared this Plat for the purpose of adjusting the municipal boundaries of Tooele city and to be hereafter known as CANYON SPRINGS ANNEXATION.

BOUNDARY DESCRIPTION
 A parcel of land, situate in the West half of Section 23, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:
 Beginning at a point on the Section line, which is located South 0°19'43" East 1318.90 feet from the found Northwest Corner of Section 23, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:
 thence North 89°41'44" East 2,651.04 feet to the Quarter Section line;
 thence South 0°19'34" East 261.64 feet along said Section line;
 thence southwesterly 141.94 feet along the arc of a 1865.85 foot radius curve to the right (center bears North 34°15'05" West and the long chord bears South 57°55'40" West through a central angle of 4°21'31");
 thence South 57°06'28" West 2653.41 feet;
 thence South 89°40'55" West 222.30 feet to a point on the Section line;
 thence North 0°20'01" West 317.66 feet along said Section line to the West Quarter Corner of said Section;
 thence North 0°19'43" West 1,318.90 feet along said Section line, to the Point of Beginning.

Contains 2,663,951 square feet or 61.16 acres.
 Date: APRIL 25, 2024
 Douglas J. Kinsman
 License no. 334575

CITY PLANNING COMMISSION APPROVAL

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

CITY COUNCIL APPROVAL

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

CHAIRMAN TOOELE CITY COUNCIL _____ ATTESTED BY _____

CITY ATTORNEY'S APPROVAL

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

TOOELE CITY ATTORNEY _____

COMMUNITY DEVELOPMENT APPROVAL

APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY COMMUNITY DEVELOPMENT

TOOELE CITY COMMUNITY DEVELOPMENT _____

CITY ENGINEER'S APPROVAL

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

TOOELE CITY ENGINEER _____

CITY RECORDER'S APPROVAL

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

TOOELE CITY RECORDER _____

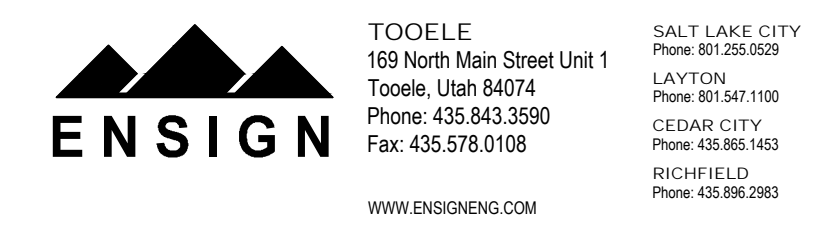
DEVELOPER / CLIENT
LOVELL DEVELOPMENT GROUP
 9463 SOUTH KIRKSIDE DR.
 SOUTH JORDAN, UTAH 84009
 CONTACT: BRETT LOVELL
 PHONE: 801-706-4693

SHEET 1 OF 1
 PROJECT NUMBER: 9902
 MANAGER: D. KINSMAN
 DRAWN BY: J. HOWLAND
 CHECKED BY: D. KINSMAN
 DATE: NOVEMBER 2020

COUNTY SURVEYOR APPROVAL

APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE COUNTY SURVEYOR.

TOOELE COUNTY SURVEYOR _____



ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE UNDERSIGNED TOOELE CITY COUNCIL, HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREIN AND SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO TOOELE CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERE WITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-403 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE: **CANYON SPRINGS ANNEXATION**

TOOELE CITY MAYOR _____ DATED THIS _____ DAY OF _____, 20____

ATTEST: CITY RECORDER _____

CANYON SPRINGS ANNEXATION (FINAL LOCAL ENTITY PLAT)

LOCATED IN THE WEST HALF OF SECTION 23
 TOWNSHIP 3 SOUTH, RANGE 4 WEST
 SALT LAKE BASE & MERIDIAN
 TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER

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

FEES _____ TOOELE COUNTY RECORDER _____

Exhibit B

Resolution Accepting Annexation Petition

TOOELE CITY CORPORATION

RESOLUTION 2024-45

A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING FOR FURTHER CONSIDERATION THE ANNEXATION PETITION OF HOWARD SCHMIDT.

WHEREAS, the annexation of additional land into Tooele City is governed by Utah Code Chapter 10-2 Part 4 (§10-2-401 *et seq.*), Tooele City Code Chapter 7-24, and Tooele City's Annexation Policy Plan (2020); and,

WHEREAS, by application dated April 25, 2024, petition sponsor Howard Schmidt (the "Petitioner"), filed with Tooele City an Annexation Application ("Petition") for the annexation of 61.16 acres of land (the "Property") into Tooele City (see the Petition attached as Exhibit A); and,

WHEREAS, the Petition was deemed to be complete on May 3, 2024, with submission to the City on April 30, 2024, of all petition-related documents and information (attached as Exhibit A); and,

WHEREAS, the City Council discussed the Petition during its June 5, 2024, public work meeting; and,

WHEREAS, by Ordinance 2020-40, the City Council adopted an updated Annexation Policy Plan, a document required by U.C.A. §10-2-401.5, which update included the Property in the Plan; and,

WHEREAS, the Petition appears to meet the qualifications of U.C.A. §10-2-402 in that the Property is a contiguous area, the Property is contiguous to Tooele City, the annexation would not create an unincorporated island or unincorporated peninsula, the Property is located within Tooele City's expansion area, shown as part of Annexation Option K in Ordinance 2020-40, and Petitioner owns 100% the Property; and,

WHEREAS, U.C.A. §10-2-405(1) provides that the City Council may deny the Petition or accept the Petition for further consideration; and,

WHEREAS, the affected entities, as defined by U.C.A. §10-2-401(1)(a), associated with the Petition, include the North Tooele Fire District and the Tooele Valley Mosquito Abatement District; and,

WHEREAS, the City Recorder and City Attorney have determined that the Petition appears to comply with the requirements of U.C.A. §10-2-403 and -405; and,

WHEREAS, annexation of the Property is anticipated to have significant impacts on City utility and infrastructure systems, and therefore will be required to complete capacity and feasibility studies routinely required by the City of annexation petitioners,

including culinary water, sanitary sewer, storm water, parks and recreation, police services, fire services, and tax and fiscal consequences to the City, prior to annexation, as a condition of annexation approval, and some of these studies have already been provided; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to consider further the Petition for purposes of protecting the health, safety, welfare, and economic interests of Tooele City and its residents and businesses:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Petition is hereby accepted for further consideration, subject to the following:

1. Plat. Within 30 days of the date of this Resolution, the Petitioner shall provide an accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation, as required by U.C.A. §10-2-405(2)(a), U.C.A. §10-2-403(3)(d)(i), and T.C.C. 7-24-1(b).
2. Petition Certification. Within 30 days of the date of this Resolution, the City Recorder shall certify the Petition and shall mail or deliver written notification of the certification to the Petitioner and to the Tooele County Commission, as required by §10-2-405(2)(c)(i).
3. Annexation Notice. After the certification of the Petition, the City Recorder shall publish the notice required by U.C.A. §10-2-406(2).
4. Zoning Recommendation. Prior to any approval of the Petition, the City Administration shall make a written recommendation to the City Council as to the Property's appropriate initial zoning designation in the event the Petition is approved and the Property is annexed.
5. Planning Commission. The City Administration shall present the Petition, this Resolution, and all pertinent additional information to the Tooele City Planning Commission for a recommendatory vote as soon as practical following the approval of this Resolution.
6. Annexation Agreement. Following the Planning Commission public meeting, and upon instruction from the City Council, the City Administration shall prepare a draft Annexation Agreement, together with an implementing Resolution, for consideration by the City Council, as required by TCC §7-24-3.
7. Resolution, Ordinance. Following the Public Meeting and upon instruction from the City Council, the City Administration shall prepare an annexation Ordinance for consideration by the City Council.
8. Additional Items. The City Council may require additional information, impose additional conditions, and schedule additional public meetings as it deems necessary in the best interest of the public health, safety, and welfare.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this
5th day of June, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

[Handwritten Signature]

Melodi Gochis

Justin Braby

[Handwritten Signature]

[Handwritten Signature]

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

SEAL

Approved as to Form:

[Handwritten Signature]
Roger Evans Baker, City Attorney

Exhibit C

June 5, 2024 City Council Meeting Minutes

Tooele City Council Business Meeting Minutes

Date: Wednesday, June 5, 2024

Time: 7:00 p.m.

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

City Council Members Present:

Melodi Gochis

Justin Brady

Maresa Manzione

Ed Hansen

David McCall

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Roger Baker, City Attorney

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Jamie Grandpre, Public Works Director

John Perez, Economic Development Director

Chase Randall, Library Director

Minutes prepared by Katherin Yei

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

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call

Melodi Gochis, Present

Justin Brady, Present

Maresa Manzione, Present

Ed Hansen, Present

Dave McCall, Present

3. Public Comment Period

The public hearing was opened. No one came forward. The public hearing was closed.

4. Resolution 2024-47 A Resolution of the Tooele City Council Consenting Mayor Winn's Appointment of Chennelle Roth and Malcolm Walden to the Library Board of Directors

Presented by Chase Randall, Library Director

Mr. Randall presented the Mayor's appointment of Chennelle Roth and Malcolm Walden to the Library Board of Directors.

Council Member McCall motioned to approve Resolution 2024-47; A Resolution of the Tooele City Council Consenting Mayor Winn's Appointment of Chennelle Roth and Malcolm Walden to the Library Board of Directors. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

5. Library Annual Report

Presented by Chase Randall, Library Director

Mr. Randall presented the Library Annual Report. Inventory is done once a year near thanksgiving. The library has 50,599 items in the building. There have been 12,342 visits per month. There are 12,327 card holders. The library has filled 5 positions this last year.

6. Public Hearing and Motion on Ordinance 2024-18 An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 16.7 Acres of Property Located at Approximately 55 West 3100 North from Medium Density Residential (MDR) to High Density Residential (HDR)

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a land use map amendment for the property located near 55 west 3100 north. Its current Land Use Designation is medium density residential. They are requesting High Density Residential for 16.7 acres. The Planning Commission recommends positive approval.

The public hearing was opened. No one came forward. The public hearing was closed.

The Council asked the following questions:

When this is rezoned, can the Council put a condition that it has to be annexed into the North Tooele Special Service District?

The applicant shared their intent to join the North Tooele City Special Service District.

Mr. Baker addressed the Council. The Council has near absolute legislative discretion to approve or deny the Land Use Map amendment and zoning change. This would be the Council's only time to add a condition to the changes. Such conditions cannot be imposed at the subdivision or site plan approval phase.

Chairman Brady motioned to approve Ordinance 2024-18 with the condition that the applicant annexes into the North Tooele Special Service District. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

7. Public Hearing and Motion on Ordinance 2024-19 An Ordinance of Tooele City Reassigning the Zoning for Approximately 16.7 Acres of Property Located at Approximately 55 West 3100 North from GC General Commercial to MR-20 Multi-Family Residential

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a zoning amendment for the property located 55 west 3100 north. It is currently zoned GC, General Commercial. The applicant is requesting MR-20, Multi-family residential. The applicant is looking to do MR-17 in the 16.7 acres. The Planning Commission recommends approval. If this is rezoned, this satisfies two of the requirements for modern income housing.

Mr. Baker addressed the Council. There is a disconnect at the legislature between affordability and density. State policy requires increased densities, but increased density does not necessarily increased affordability. As the City moves forward with this development inside the North Tooele City Special Service District, it would be great to begin developing standards for the commercial areas, because currently there are none.

The public hearing was opened. No one came forward. The public hearing was closed.

Council Member Manzione motioned to approve Ordinance 2024-19; An Ordinance of Tooele City Reassigning the Zoning for Approximately 16.7 Acres of Property Located at Approximately 55 West 3100 North from GC General Commercial to MR-20 Multi-Family Residential with the condition that the applicant annexes into the North Tooele Special Service District. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

8. State Funded Grant Previously Funded by VOCA (Victims of Crime Act)

Presented by Velynn Matson, City Court Victim Advocate

Ms. Matson presented the State funds for VOCA. They have been funded by the state program last year and were approved this year. VOCA has been able to provide extra funding for emergency funds.

9. Ordinance 2024-16 An Ordinance of Tooele City Amending Tooele City Code Section 6-3-3 Regarding Service Animal Licensing Fees

Presented by Adrian Day, Police Chief

Chief Day section 6-3-3 exempts Service Animal from paying the fees. A service dog does not require documentation or professional training. If it is deemed dangerous, they must pay the animal licensing fees. The fee is \$10 for a fixed fee and \$30 for a dog that is not fixed.

Mr. Baker addressed the Council. The Council could direct staff to remove the exemption all together, making all dogs equal when it comes to license fees.

Council Member Manzione motioned to approve Ordinance 2024-16 Regarding Service Animal Licensing Fees by striking the exemption for animal service fees. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

10. Ordinance 2024-17 An Ordinance of Tooele City Enacting Tooele City Code Section 10-2-8 Regarding Obstruction of Streets and Sidewalks

Presented by Adrian Day, Police Chief

Chief Day presented a City Code section 10-2-8 regarding obstruction of streets and sidewalks. The City can receive \$42,000 under the homeless shelter mitigation grant. The board needs ordinances on camping and restricting the transfer of money or goods on the highway. Utah State Code outlines these items. The intention is to protect the public.

The Council discussed adding additional streets and areas to the Ordinance.

Council Member Gochis motioned to approve Ordinance 2024-17; An Ordinance of Tooele City Enacting Tooele City Code Section 10-2-8 Regarding Obstruction of Streets and Sidewalks including 200 West and Tooele Boulevard. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

11. Resolution 2024-31 A Resolution of the Tooele City Council Renaming Tooele City's Downtown Alliance to Tooele City Historic Main Street Commission

Presented by John Perez, Economic Development Director

Mr. Perez presented the renaming of the Tooele City's Downtown Alliance to Tooele City Historic Main Street Commission.

The Council asked the following questions:

What are the boundaries?

Mayor Winn addressed the Council. The boundary is from Utah Avenue to 100 South, Main street, Vine Street, and Broadway.

Council Member Gochis motioned to approve Resolution 2024-31; A Resolution of the Tooele City Council Renaming Tooele City's Downtown Alliance to Tooele City Historic Main Street Commission. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

12. Resolution 2024-44 A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for U-Haul Moving and Storage

Presented by John Perez, Economic Development Director

Mr. Perez presented a payment of fee in lieu of water rights conveyance for U-Haul moving and storage. They have an estimated capital investment of \$20.8 million, providing two full time positions and four part-time positions. The applicant is requesting 3.8-acre feet.

This item was discussed in the work meeting.

Council Member McCall motioned to approve Resolution 2024-44; A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for U-Haul Moving and Storage. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

13. Resolution 2024-45 A Resolution of the Tooele City Council Accepting for Further Consideration the Annexation Petition of Howard Schmidt

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented an annexation petition of Howard Schmidt. This is to annex in 61 acres. The petition does not approve the annexation but accept the petition for further discussion and consideration.

This item was discussed in the work meeting.

Council Member Gochis motioned to approve Resolution 2024-45 A Resolution of the Tooele City Council Accepting for Further Consideration the Annexation Petition of Howard Schmidt. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

14. Condominium Plat Approval Request for Douglas Orthopedics Located at 2321 North 400 East in the GC General Commercial Zone on 2.2 Acres

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a condominium plat for the Douglas Orthopedics. It is zoned GC, General Commercial. The applicant would like to subdivide the building into five units. Mr. Douglas will maintain the main suite. The plat does establish the private ownership, parking lots, and landscape.

Council Member Manzione motioned to approve Condominium Plat Approval Request for Douglas Orthopedics Located at 2321 North 400 East in the GC General Commercial Zone on 2.2 Acres. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

15. Resolution 2024-46 A Resolution of the Tooele City Council Approving and Ratifying an Agreement with J-U-B Engineers for Public Improvement Inspections

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an agreement to be ratified with J-U-B Engineers for Public Improvement Inspections.

Council Member Hansen motioned to approve Resolution 2024-46 A Resolution of the Tooele City Council Approving and Ratifying an Agreement with J-U-B Engineers for Public Improvement Inspections. Council Member Gochis seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

16. Resolution 2024-50 A Resolution of the Tooele City Council Approving an Agreement with Broken Arrow, Inc., for the 1000 North 100 East Intersection and Roadway Improvements

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an agreement with Broken Arrow, Inc., for the 1000 North 100 East. This is road widening, storm and drain improvements. The bid is in the amount of \$284,550.07 with a contingency of \$14,000.

Council Member Gochis motioned to approve Resolution 2024-50 A Resolution of the Tooele City Council Approving an Agreement with Broken Arrow, Inc., for the 1000 North 100 East Intersection and Roadway Improvements. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

17. Resolution 2024-49 A Resolution of the Tooele City Council Approving an Agreement with SFT Concrete LLC for the 2024 Tooele Valley Museum Sidewalk Project

Presented by Darwin Cook, Parks and Recreation Director

Mr. Cook presented an agreement with SFT concrete LLC for the installation of the sidewalk at the Tooele Valley Museum Sidewalk Project in the amount of \$35,800. This will better connect all areas of the museum.

Council Member Hansen motioned to approve Resolution 2024-49; A Resolution of the Tooele City Council Approving an Agreement with SFT Concrete LLC for the 2024 Tooele Valley Museum Sidewalk Project. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

18. Resolution 2024-48 A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment and Authorizing the City Purchasing Agent to Dispose of Surplus Personal Property

Presented by Michelle Pitt, City Recorder

Ms. Pitt requested the Council declare surplus a list of technology-related equipment and other goods from the police department. There is an itemized list attached to the resolution which includes old uniforms & coats, iPads, computer towers, laptops, phones, projectors, monitors, cameras and holsters. The items no longer have value to the police department, are not evidence in a criminal prosecution, and are not lost or mislaid property in the possession of the police department. The police department would like to donate the items first city-wide, then to outside agencies, and then dispose of what's left. If approved, the items would be declared surplus and the police department can then start to disperse or dispose of the items.

Council Member McCall motioned to approve Resolution 2024-48; A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment and Authorizing the City Purchasing Agent to Dispose of Surplus Personal Property. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

19. Invoices & Purchase Orders

Ms. Pitt presented the following invoices and purchase orders:

Black and McDonald for final building for England Acres Lighting in the amount of \$70,267.66.

Council Member Manzione motioned to approve the invoices and purchase orders. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

20. Minutes

There are no changes to the minutes

Council Member McCall motioned to approve the minutes. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

21. Adjourn

Chairman Brady adjourned the meeting at 8:09pm.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this 19th day of June, 2024

Justin Brady, City Council Chair

Exhibit D

Annexation Procedure

Annexation Procedural Outline (2024)

	Procedural Step	Procedural Step Detail	Responsibility	Statutory References	Date Completed
1.	Annexation Policy Plan	Prepare and approve an Annexation Policy Plan after public hearing.	City Council	UCA 10-2-401.5	
2.	Notice of Intent	Prepare Notice of Intent to file annexation petition. Include accurate map. Deliver to City Recorder. Send copy to each affected entity. Ask County to mail notice (see below). Pay postage cost.	Petitioner/ Applicant	UCA 10-2-403(2)(a)	
3.	Notice of Intent	Mail Notice of Intent to all property owners in annexation area and all property owners within 300 feet of annexation area. Provide copy of the Notice and a certificate of mailing to Tooele City.	Tooele County	UCA 10-2-403(2)(b)	
4.	Petition Form	Prepare an Annexation Petition form. Provide the Petition form to the petitioner.	City Recorder or CD Dpmt	UCA 10-2-403(2)(c)	
5.	Petition	Prepare a written Petition (application) signed by property owners of 50%+ of property owners AND owners of 33%+ of property value with legal description.	Petitioner/ Applicant	TCC 7-24-1(a) UCA 10-2-403(3)	
6.	Copy of Petition	Deliver copy of filed Petition to County Clerk on same day as filing with City	Petitioner/ Applicant	UCA 10-2-403(7)	
7.	Plat	Prepare accurate, recordable Plat with legal description, with engineer/surveyor seal and signature blocks.	Petitioner/ Applicant	UCA 10-2-403(3) TCC 7-24-1(b) UCA 17-23-20	
8.	Staff Review	Verify conformity of Petition & Plat	City Planner	UCA 10-2-402	
9.	City Attorney Review	City Attorney to review as to form	City Attorney	TCC 7-24-1(c)	
10.	Resolution #1	Prepare Resolution on whether to accept Petition for further consideration.	City Attorney	UCA 10-2-405	
11.	Vote on Petition	City Council votes on Resolution whether to accept Petition for further consideration.	City Council	UCA 10-2-405 (1)	

12.	Request Studies	Communicate to Petitioner: 1. Need for studies/reports 2. Need to move forward with annexation agreement	Community Development	TCC 7-24-1(e)	
13.	Staff Discussion	Staff meet to discuss City requirements for annexation agreement.	Mayor and City Staff	(no statutory requirement)	
14.	Verify Petition	The City is to verify that the Petition complies and contains the information required by Utah Code.	City Recorder City Attorney	UCA 10-2-405(2)	
15.	Certify Petition	If the Petition is verified, a certification must be delivered to the City Council, County Commission, and Petitioner.	City Recorder	UCA 10-2-405(2)	
16.	Planning Commission	Planning Commission votes on the Petition, then signs the plat.	Planning Commission	TCC 7-24-1(d), (e)	
17.	Notice re Protest Period	Advertise notice of the Petition 1x/week for 3 weeks in newspaper, public notice website, City website.	City Recorder	UCA 10-2-406(1)	
18.	Notice re Public Hearing	Advertise notice of the Public Hearing at least 7 days prior in newspaper, public notice website, City website.	City Recorder	UCA 10-2-407(7)	
19.	Public Hearing	Public Hearing before City Council.	City Council	UCA 10-2-407(7)	
20.	Annexation Agreement	Prepare Annexation Agreement.	City Attorney	TCC 7-24-3	
21.	Resolution #2	Prepare Resolution for City Council to approve Annexation Agreement (to be voted on in the same meeting as the annexation Ordinance).	City Attorney	TCC 7-24-3	
22.	Annexation Agreement	Execute Annexation Agreement.	Petitioner	TCC 7-24-3	
23.	Ordinance	Prepare Ordinance for City Council to approve Petition.	City Attorney	TCC 7-24-1(f)	
24.	Ordinance	City Council votes on the petition. Must be a 2/3 vote to pass. Signs plat.	City Recorder City Council	TCC 7-24-1(e), (f)	
25.	Zoning	Designate in the Ordinance the zoning of the annexed property.	City Council	TCC 7-24-2	
26.	Lieutenant Governor	File required documents with Lt. Governor's Office: notice of impending boundary action; final local entity plat	City Recorder	UCA 10-2-425	
27.	Annexation Agreement	Record Annexation Agreement with County Recorder.	City Recorder	TCC 7-24-3(b)	

28.	Certificate, Ordinance	Record Lt. Governor Certificate, Notice, Ordinance, and Plat with County Recorder.	City Recorder	TCC 7-24-1(g)	
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Exhibit E

July 17, 2024 City Council Meeting Minutes

**Tooele City Council and the Tooele City Redevelopment Agency
Work Meeting Minutes**

Date: Wednesday, July 17, 2024

Time: 5:30 p.m.

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

City Council Members Present:

Maresa Manzione

Melodi Gochis

Justin Brady

Ed Hansen

David McCall

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Roger Baker, City Attorney

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Jamie Grandpre, Public Works Director

John Perez, Economic Development Director

Minutes prepared by Katherin Yei

1. Open City Council Meeting

Chairman Brady called the meeting to order at 5:30 p.m.

2. Roll Call

Maresa Manzione, Present

Melodi Gochis, Present

Justin Brady, Present

Ed Hansen, Present

David McCall, Present

3. Mayor's report

Mayor Winn shared the following information:

Staff met with Tooele County Housing Authority about the homeless shelter.

The City received a shout out from Utah Division of Water Resources for Tooele's water wise uses. School will be beginning soon. Repairs are being done to the roundabout on Berra Boulevard. Tooele has been installing more 4-way stops throughout the City to help with safety concerns.

4. Council Member's Report

The Council Members reported on the events they attended during the week.

5. Discussion Items

A. Resolution 2024-57; A Resolution of the City Council (The "Council") of Tooele City, Utah (The "City"), Providing for the Creation of 10th and Main Public Infrastructure District (The "District") as an Independent District, Authorizing and Approving an Amended and Restated Governing Document and an Amended and Restated Interlocal Agreement; Appointing a Board of Trustees; Authorizing Other Documents in Connection Therewith; and Related Matters

Presented by John Perez, Economic Development Director

Mr. Perez presented an amendment for the Public Infrastructure District. The district can only impose taxes when they receive written consent from all property owners. This allows them to be a taxing entity.

B. Civil Penalties for Zoning Violations

Presented by Roger Baker, City Attorney

Mr. Baker presented civil penalties for zoning violations. There are limited law enforcement resources within the community. Many communities are moving towards civil penalties instead of criminal charges. Civil penalties can be handled by the Community Development Department as zoning violations. This allows the police department to focus on criminal matters.

Chief Day addressed the Council. This change will allow Tooele City officers to be more present with criminal matters.

The Council asked the following questions:

Will the City need to hire additional staff to help with this change?

Will there be a uniform to help with the credibility of the staff?

Mayor Winn addressed the Council. There was one code enforcement officer. Now, the City has four code enforcement officers that can be moved around to help in these matters. All staff will be a part of the process to help with the violations. At this time, the City is not planning to hire additional staff.

Mr. Baker addressed the Council. The standard operating procedures is that when an employee approaches the property with a warrant, the City would have an officer present.

C. Discussion on the Canyon Springs Annexation Agreement

Presented by Roger Baker, City Attorney

Mr. Baker presented the Canyon Springs Annexation Agreement. The agreement addresses water rights, culinary water, and sanitary sewer and storm water studies. The trail component has been removed. This area is under discussion with UDOT and the county. The single-family designs standards will apply to this development. A provision for dwelling sizes has been added to accomplish the objective of a move-up development. The housing authority contribution has been removed and replaced with a public safety contribution. The parks department contribution will remain. This item will be seen during the business meeting on August 7.

The Council asked the following questions:

Does the sanitary sewer and storm water include the 1000 north improvements?

When does the City receive the contributions?

Are there requirements for garage sizes?

Does the developer intend to do any larger homes over 1800 square feet?

Mr. Baker addressed the Council's questions. If the studies list a certain improvement, the development would be required to make those improvements. Once the annexation is approved, they would receive funds in phases. The garage sizes are not written in the agreement.

Mr. Aagard addressed the Council's. The current ordinance is 1100 square feet for a rambler. The multi-story home has a minimum of 1300 square feet.

Brett addressed the Council. The company has done step up homes within the county. The company has done 1700 square-feet for a single level rambler and 2200 square-feet for a multi-level home. The developer is in favor of a percentage of the homes having three-car garages. This is market driven. In the past, it has been spec-driven.

Mr. Sloan provided examples within the City of move-up homes.

The Council would like to see a minimum of 50% of the homes with 3-car garages. The minimum of 1700 square-feet for a one-story home and 2400 square-feet for multi-level homes.

6. Closed Meeting - Litigation, Property Acquisition, and/or Personnel

A closed meeting was held to discuss litigation and property acquisition.

Council Member Gochis motioned to move to a closed meeting. Council Member McCall seconded. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

The following were present during the closed meeting: Chairman Brady, Council Member Manzione, Council Member McCall, Council Member Hansen, Council Member Gochis, Mayor Debbie Winn, Michelle Pitt, Roger Baker, Andrew Aagard, Shannon Wimmer, Paul Hansen, Chief Adrian Day, Jamie Grandpre, and John Perez.

7. Adjourn

Chairman Brady adjourned the meeting at 6:46p.m.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this 7th day of August, 2024

Justin Brady, City Council Chair

Tooele City Council Business Meeting Minutes

Date: Wednesday, July 17, 2024

Time: 7:00 p.m.

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

City Council Members Present:

Melodi Gochis

Justin Brady

Maresa Manzione

Ed Hansen

David McCall

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Roger Baker, City Attorney

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Jamie Grandpre, Public Works Director

John Perez, Economic Development Director

Minutes prepared by Katherin Yei

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

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call

Melodi Gochis, Present

Justin Brady, Present

Maresa Manzione, Present

Ed Hansen, Present

Dave McCall, Present

3. Fire Department New Recruits and Award

Chief McCoy presented the Company Recognition Award 2023 which was presented by the Utah Fire Fighters Association Committee for their response to the run-away truck accident in 2023. Chief McCoy presented the new recruits.

4. Youth Court Presentation

Youth Court presented a few youths in the community who committed a crime against Tooele City.

Caden and Corbin Wall formally apologized to the City.

5. Public Comment Period

The public comment period was opened. No one came forward. The public comment was closed.

6. Public Hearing on a Petition for the Canyon Springs Annexation of 61.16 Acres of Land at approximately 750 North Droubay Road by Howard Schmidt into the Tooele City Corporate Limits

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a petition for the Canyon Springs Annexation for the property located at 750 North Droubay Road. The annexation is to bring property that is unincorporated into Tooele City boundaries. The applicant is proposing to develop the property into 170 single-family homes.

The public hearing was opened.

Chairman Brady read the public comment emails that were received from Glen Protti and Camille Protti. They shared concerns of water, traffic, pollution, and safety.

Paul Medina shared concerns of water and traffic.

Brett Louill shared his excitement for the project and willingness to work with the City.

The public hearing was closed.

7. Resolution 2024-56 A Resolution of the Tooele City Council Authorizing the Payment of a Fee in Lieu of Water Rights Conveyance, by the City, and the Reservation of Water Rights for the Perry Commercial Center

Presented by John Perez, Economic Development Director

Mr. Perez presented the reservation of water rights for the Perry Commercial Center. The estimated sales tax is \$1.2 million yearly.

Chairman Brady motioned to approve Resolution 2024-56 A Resolution of the Tooele City Council Authorizing water rights allocation for the Perry Commercial Center. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

8. Resolution 2024-57 A Resolution of the City Council (The “Council”) of Tooele City, Utah (The “City”), Providing for the Creation of 10th and Main Public Infrastructure District (The District”) as an Independent District, Authorizing and Approving an Amended and Restated Governing Document and an Amended and Restated Interlocal Agreement; Appointing a Board of Trustees; Authorizing Other Documents in Connection Therewith; and Related Matters

Presented by John Perez, Economic Development Director

Mr. Perez presented an amendment for the Public Infrastructure District. The district can only impose taxes when they receive written consent from all property owners. This allows them to be a taxing entity.

This item was discussed during the work meeting.

Council Member Manzione motioned to approve Resolution 2024-57. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

9. Resolution 2024-58 A Resolution of the Tooele City Council Acknowledging the Mayor’s Appointment of Jon Gossett to the Planning Commission as an Alternate Commission Member

Presented by Mayor Debbie Winn

Mayor Winn presented the Mayor’s Appointment of Jon Gossett to the Planning Commission as an alternate Commission member.

Council Member Hansen motioned to approve Resolution 2024-58; A Resolution of the Tooele City Council Acknowledging the Mayor’s Appointment of Jon Gossett to the Planning Commission as an Alternate Commission Member. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

10. Resolution 2024-59 A Resolution of the Tooele City Council Approving and Ratifying a Change Order No. 1 to a Roadway Improvements Project for the 2000 North and Berra Boulevard Roundabout Intersection Improvements

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented a ratification of Change Order No. 1 to a Roadway Improvements Project for the 2000 North and Berra Boulevard Roundabout Intersection Improvements. The contract is with Broken Arrow in the amount of \$156,380.63 with an \$8,000 contingency.

Council Member Manzione motioned to approve Resolution 2024-59; A Resolution of the Tooele City Council Approving and Ratifying a Change Order No. 1 to a Roadway Improvements Project for the 2000 North and Berra Boulevard Roundabout Intersection Improvements. Council Member Gochis seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

11. Renumbering Resolution #2024-27, Regarding the Tier 2 Public Safety/Fire Pick-up Election, to Resolution #2024-37

Presented by Michelle Pitt, City Recorder

Resolution #2024-27 regarding the Tier 2 Public Safety/Fire Pick-up Election, and Resolution #2024-33 regarding the School Resource Officer Retention Bonus were brought before the City Council on June 19th and were approved. As staff were filing and indexing these resolutions, the staff realized that the numbers 2024-27 and 2024-33 had already been assigned to resolutions and had already been approved by the Council. This item does not require a vote, but is presented as a housekeeping item. Resolution #2024-27 will be renumbered to 2024-37, and Resolution #2024-33 will be renumbered to 2024-34.

12. Renumbering Resolution #2024-33, Regarding the School Resource Officer Retention Bonus, to Resolution #2024-34

Presented by Michelle Pitt, City Recorder

This item was presented with the above information of #11.

13. Invoices & Purchase Orders

Ms. Pitt presented the following invoices and purchase orders:

Nickerson Company for pump well #12 in the amount of \$50,451.

Rehrig Pacific Co. for 702 garbage cans in the amount of \$40,288.30.

Broken Arrow for the 100 S 100 W storm drain replacement in the amount of \$46,115.41.

RH Borden & Company LLC for the acoustic assessment of sewer line pipes and manhole inspections in the amount of \$51,150.

Council Member McCall motioned to approve the invoices and purchase orders. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

14. Minutes

There are no changes to the minutes

Council Member Hansen motioned to approve Minutes. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council

Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

15. Adjourn

Chairman Brady adjourned the meeting at 7:33pm.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this 7th day of August, 2024

Justin Brady, City Council Chair

Exhibit F

July 10, 2024 Planning Commission Meeting Minutes

**Tooele City Planning Commission
Business Meeting Minutes**

Date: Wednesday, July 10, 2024

Time: 7:00 p.m.

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

Commission Members Present:

Melanie Hammer

Jon Proctor

Chris Sloan

Tyson Hamilton

Weston Jensen

Matt Robinson

Kelley Anderson

Commission Members Excused:

Alison Dunn

City Council Members Present:

Maresa Manzione

Ed Hansen

City Employees Present:

Andrew Aagard, City Development Director

Jared Hall, City Planner

Roger Baker, City Attorney

Minutes prepared by Katherin Yei

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

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Hamilton.

2. Roll Call

Melanie Hammer, Present

Tyson Hamilton, Present

Weston Jensen, Present

Chris Sloan, Present

Jon Proctor, Present

Kelley Anderson, Present

Matt Robinson, Present

Alison Dunn, Excused

3. Public Hearing and Recommendation on an annexation petition and plat regarding the annexation of 61.16 acres of property located at approximately 750 North Droubay Road into Tooele City's incorporated boundaries.

Presented by Andrew Aagard, Community Development Director

Mr. Perez presented an annexation petition and plat for the 61.16 acres of property located at 750 North Droubay Road. It currently does not have a land use designation. The surrounding properties are designated as MDR and zoned R1-7. The intended use is to develop the property to 172 lots of single-family homes. The studies the applicant submitted was provided for the Planning Commission.

The Planning Commission asked the following questions:

Does the developer have to provide their own utilities when they are not part of the City?

Is there anything different from the last application to this one?

Was the packet referencing the newest agreement?

Mr. Aagard addressed the Commission. If a piece of land is in Tooele City, the developer has a right to develop. Property annexed in will have to provide their infrastructure. The petition is essentially the same. There is a trail shown on the plans. The trail is part of Tooele County and not going to be part of the annexation. The agreement does mention minimum lot sizes and will have to follow up the single-family design standards.

Mr. Baker addressed the Commission. The letter from the Finance Director is new this go around. Tooele County has approached UDOT to acquire the property for a trail. One of the agreements was to have a contribution to help offset public safety costs, pedestrian activated crosswalks, and recommendations of the varies studies will guide the developer to improve the water and sewer systems.

The Planning Commission opened the public hearing. No one came forward. The public hearing was closed.

Commissioner Proctor motioned to approve a positive recommendation on an annexation petition and plat regarding the annexation of 61.16 acres of property located at approximately 750 North Droubay Road into Tooele City's incorporated boundaries based on the findings listed in the staff report. Commissioner Hammer seconded the motion. The vote was as follows: Commissioner Hammer, "Aye", Commissioner Sloan, "Aye", Chairman Hamilton, "Aye", Commissioner Jensen, "Nay", Commissioner Robinson, "Aye", Commissioner Proctor, "Aye", and Commissioner Anderson, "Nay". The motion passed.

4. Public Hearing and Decision – Application #2024-020, a request by Heygley Gonzalez for Conditional Use approval to allow an in-home childcare business for between eight and sixteen children on property located at 942 N. 650 East in the R1-7 Zoning District.

Presented by Jared Hall, City Planner

Mr. Hall presented a Conditional Use Permit for 8-16 children for an in-home childcare business located near 942 N 650 East. It is zoned R1-7. Operation begins at 7:30am for staff. Children will arrive between 8:00am and 9:00am. There are two spaces in the driveway for parents to park. Staff will be waiting at the door during hours to help with safety, pick up, and drop off times. Operations end at 6:00pm. Staff is recommending approval with the conditions listed.

The public hearing was opened. No one came forward. The public hearing was closed.

Commissioner Hammer motioned to approve the Conditional Use Permit for an in-home childcare business for between eight and sixteen children on property located at 942 N. 650 East in the R1-7 Zoning District based on the findings, facts, and subject to the conditions listed in the staff report. Commissioner Jensen seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”, Commissioner Sloan, “Aye”, Chairman Hamilton, “Aye”, Commissioner Jensen, “Aye”, Commissioner Robinson, “Aye”, Commissioner Proctor, “Aye”, and Commissioner Anderson, “Aye”. The motion passed.

5. City Council Reports

Council Member Manzione did not have anything to report.

6. Review and Approval – Planning Commission Minutes

There are no changes to the minutes.

Commissioner Robinson motioned to approve the minutes. Commissioner Proctor seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”, Commissioner Sloan, “Aye”, Chairman Hamilton, “Aye”, Commissioner Jensen, “Aye”, Commissioner Robinson, “Aye” and Commissioner Proctor, “Aye”. The motion passed.

Commissioner Anderson abstained from voting.

7. Adjourn

Chairman Hamilton adjourned the meeting at 7:23 p.m.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this 14th day of August, 2024

Tyson Hamilton, Tooele City Planning Commission Chair

Exhibit G

Annexation Agreement

TOOELE CITY CORPORATION

RESOLUTION 2024-60

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING THE CANYON SPRINGS ANNEXATION AGREEMENT.

WHEREAS, by application dated April 25, 2024, petition sponsor Howard Schmidt (the "Petitioner"), filed with Tooele City an Annexation Application (aka "Petition") for the annexation of 61.16 acres of land (the Canyon Springs property) into Tooele City; and,

WHEREAS, on June 5, 2024, the City Council approved Resolution 2024-45, accepting the Petition for further consideration; and,

WHEREAS, Tooele City Code §7-24-3 requires every annexation to be preceded by an annexation agreement setting forth the terms and conditions governing the annexation; and,

WHEREAS, the proposed Canyon Springs Annexation Agreement is attached as Exhibit A; and,

WHEREAS, Section 1 of the proposed Annexation Agreement provides that it "shall take effect upon the City Council's approval by at least a two-thirds (2/3) majority vote of an ordinance annexing the Property into Tooele's corporate limits, and this Agreement **shall not take effect otherwise**" [emphasis added]:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Canyon Springs Annexation Agreement attached hereto as Exhibit A is hereby approved and that the Mayor is hereby authorized to sign the same following approval of the Canyon Springs annexation by ordinance.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2024.

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

Canyon Springs Annexation Agreement

Contact:
Tooele City Recorder
90 North Main
Tooele, UT 84074
(435) 843-2113

Affected Parcel(s): 03-032-0-0014

CANYON SPRINGS ANNEXATION AGREEMENT

TOOELE EAST LLC (“**Petitioner**”), a Utah limited liability company, and TOOELE CITY CORPORATION (“**Tooele**”), a Utah municipality and political subdivision of the State of Utah, and a Utah charter city (collectively the “**Parties**”), hereby make and enter into this Canyon Springs Annexation Agreement (“**Agreement**”) in connection with and to govern the annexation of the 61.16-acre Canyon Springs property (“**Property**”).

RECITALS

A. Petitioner owns the Property, which consists of approximately 61.16 contiguous acres of real property adjacent to and contiguous with Tooele (see illustration attached as **Exhibit A**).

B. Petitioner submitted a Petition for Annexation (“**Petition**”) on April 25, 2024, seeking annexation of the Property into Tooele.

C. Petitioner desires, and Tooele consents to, the annexation of the Property into Tooele’s corporate limits, subject to the terms and conditions of this Agreement.

D. The City Council of Tooele finds that the annexation: (i) will serve the best interests of Tooele and the welfare of its inhabitants; (ii) is consistent with Tooele’s Annexation Policy Plan; (iii) will not create islands or peninsulas of unincorporated territory; and, (iv) will not be annexed for the sole purpose of acquiring municipal revenue.

E. Petitioner plans, and Tooele desires, quality residential development upon the Property, while at the same time creating public benefits and amenities on, and associated with, the Property. Future development on the Property is referred to herein as **Canyon Springs**, irrespective of the final development name and configuration.

F. Tooele City Code (TCC) Section 7-24-3 requires an annexation agreement as a condition of every annexation approval, and Tooele desires to set forth Petitioner’s obligations concerning the annexation of the Property.

G. On June 5, 2024, the City Council of Tooele approved Resolution 2024-45, accepting the Petition for further consideration.

H. Petitioner has provided to Tooele, at Tooele’s request and at Petitioner’s cost, analyses of the impacts of Canyon Springs upon Tooele’s utility systems, including culinary water, sanitary sewer, storm water drainage, and fiscal and tax. The Tooele Administration has provided to the

City Council additional information.

I. On July 10, 2024, the Petition was presented to the Tooele Planning Commission, which recommended approval of the annexation by a vote of 5-2.

J. Tooele's approval of the annexation of the Property is the consideration for Petitioner's performance of the obligations set forth in this Agreement, and Tooele has no further obligations under this Agreement.

K. The City Council of Tooele, acting pursuant to its statutory authority under Utah law, with its authority as a Utah charter city, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, regulations, and policies, and, in the exercise of its legislative authority and discretion, has chosen to approve this Agreement.

AGREEMENT

Now, therefore, in consideration of the mutual covenants, conditions, and terms of this Agreement, as set forth herein, Petitioner and Tooele hereby agree as follows:

1. **Effective Date.** This Agreement shall take effect upon the City Council's approval by at least a two-thirds (2/3) majority vote of an ordinance annexing the Property into Tooele's corporate limits, and this Agreement shall not take effect otherwise. Tooele shall have no obligation in law or equity to sign the approved annexation plat until after Petitioner has executed this Agreement.
2. **Land Use and Zoning.** Upon completion of the annexation of the Property into Tooele, the Property will possess the MDR (medium density residential) land use designation and the R1-8 zoning designation, and Petitioner agrees to these designations.
3. **No Vested Rights.** This Agreement shall not confer upon any party or parcel any land use entitlements or vested rights.
4. **Dwelling Unit Cap.** The Canyon Springs development shall not exceed 172 dwelling units.
5. **Petitioner's Obligations.** Petitioner shall perform the following obligations in consideration for Tooele approving the annexation of the Property.
 - a. **Land Use Approvals.** Petitioner shall comply with all applicable Tooele laws and regulations, current as of the date of any complete land use application (e.g., subdivision), as a condition of land use approvals for the Property.
 - b. **Dedications.** Petitioner shall dedicate and convey to Tooele all public roads, public improvements, infrastructure easements, and access easements as are shown upon approved subdivision final plats, site plans, building permits, and construction drawings for land uses approved on the Property.

- c. **Water Rights.** Petitioner shall comply with TCC Chapter 7-26 regarding the conveyance of water rights for Canyon Springs, and agrees to the lawfulness of the water rights exaction. The water rights for a final subdivision shall be conveyed prior to approval of that final subdivision.
- d. **Culinary Water Improvements.** Petitioner shall construct and install, at Petitioner's cost, all culinary water project improvements and system improvements required by Tooele for all Canyon Springs land use approvals. Petitioner shall follow all the recommendations of that Memorandum re "Canyon Springs Annexation Drinking Water System Review" dated April 21, 2022, by Hansen Allen & Luce, Inc, attached as **Exhibit B**. Inasmuch as any system improvements necessary for Canyon Springs are not included in Tooele City's current water impact fee facilities plan or impact fee analysis, Petitioner shall not be eligible for, and shall have no right to receive, impact fee credits or reimbursements for the water system improvements.
- e. **Sanitary Sewer Improvements.** Petitioner shall construct and install, at Petitioner's cost, all sanitary sewer project improvements and system improvements required by Tooele for all Canyon Springs land use approvals. Petitioner shall follow all the recommendations of that Memorandum re "Canyon Springs Annexation – Wastewater Review" dated April 26, 2022, by Hansen Allen & Luce, Inc, attached as **Exhibit C** (including Project E-1 described more fully in Exhibit C). Petitioner shall not be eligible for, and shall have no right to receive, impact fee credits or reimbursements for the sewer system improvements.
- f. **Storm Water Improvements.** Petitioner shall construct and install, at Petitioner's cost, all storm water project improvements and system improvements required by Tooele for all Canyon Springs land use approvals. Petitioner shall follow all the recommendations of that Memorandum re "Canyon Springs – Drainage Review" dated April 21, 2022, by Hansen Allen & Luce, Inc, attached as **Exhibit D**. Notwithstanding the above, all storm water detention facilities shall be designed to be multi-functional, i.e., irrigated, landscaped, separated from Droubay Road for public safety, ready for multi-purpose storm water drainage and recreational uses, and approved in writing by both the Public Works Director and the Parks and Recreation Director of Tooele. Storm water detention facilities shall not be eligible for reimbursement or credit from parks and recreation impact fees, and Petitioner waives all rights it might otherwise have to parks and recreation impact fee reimbursements or credits for landscape and recreation facilities and improvements designed as part of the multi-functional storm water detention facilities.
- g. **Parks Facilities.** Petitioner shall not be required to construct any public park facilities in Canyon Springs. Canyon Springs building permits shall include the payment of park and recreation impact fees.
- h. **Parks Monetary Contribution.** Petitioner shall pay to Tooele a voluntary contribution in the sum of \$250,000 to be used by Tooele on park and recreation-related improvements and programs, in Tooele's sole discretion. This payment is part of the

consideration for the Property’s annexation, does not address the specific parks and recreation impacts of Canyon Springs on the City, and shall not entitle Petitioner to a reimbursement or credit from parks and recreation impact fees paid with Canyon Springs building permits. Petitioner waives any right to impact fee credits for the park monetary contribution. Petitioner shall make the payment at the time of any final subdivision application submission to the City, in the amount of \$2,000 per subdivision lot, until fully paid.

- i. **Single-family Design Standards.** All Canyon Springs dwellings shall comply with Tooele’s single-family design standards as codified in TCC Chapter 7-11b of the Tooele City Code, irrespective of the limitations in UCA 10-9a-530, each as amended. For the limited purpose of this Section 5.j., and for no other purpose, this Agreement shall be considered a development agreement, as defined in UCA 10-9a-103, as amended. In the alternative, Tooele and Petitioner may negotiate and execute an, separate from this Agreement, to adopt a different Canyon Springs single-family dwelling design standard. If an alternative design standard agreement has not been executed prior to Petitioner’s land use application for a first final subdivision phase, then TCC Chapter 7-11b shall apply in perpetuity to Canyon Springs.
- j. **Dwelling Sizes.** Because Petitioner has represented Canyon Springs to be a “step up” or “move up” residential development project, Petitioner agrees that all dwellings shall have the following minimum above-ground floorplan of finished square-footage, not including the garage:

Lot Size (sq ft)	< 10,000	10,000 - 12,000	> 12,000
House Size (1 story)	1,400	1,500	1,600
House Size (2 stories)	1,800	2,000	2,200

- k. **Garages.** A minimum of 50% of the dwellings in Canyon Springs shall have a three-or-more-car garage of at least industry standard dimensions.
- l. **Public Safety Contribution.** As consideration for the annexation of the Property, Petitioner agrees to pay to Tooele a voluntary contribution of \$250,000 for public safety purposes, to be used in Tooele’s sole discretion. Petitioner shall make the payment at the time of any final subdivision application submission to the City, in the amount of \$2,000 per subdivision lot, until fully paid.
- m. **Trail Improvements.** Petitioner shall enter into an agreement with Tooele County to pave a trail on County-owned property located immediately adjacent to the south Property line, beginning at the Droubay Road right-of-way and proceeding east to the eastern Property line. The pavement shall be to County specifications. Execution of the agreement by Petitioner shall be a condition precedent to Tooele obtaining from the State of Utah, and recording with the Tooele County Recorder, a Certificate of

annexation or boundary adjustment, and a local entity plat, for the Canyon Springs annexation.

6. General Terms and Conditions.

- a. **Binding Effect and Assignment.** Petitioner may convey all or part of the Property to one or more purchasers. Petitioner shall remain responsible for all Petitioner's obligations under this Agreement unless all of the obligations are assigned at one time to a third party. No assignment of this Agreement and its Petitioner obligations shall be valid without Tooele's prior written consent. Tooele shall not unreasonably withhold its consent after Petitioner demonstrates that the assignee possesses the financial means to fulfill all of Petitioner's obligations under this Agreement. Any assignment must be accomplished by an assumption and assignment agreement, upon which Tooele's consenting signature is necessary for effectiveness of the assignment.
- b. **State and Federal Law.** Petitioner agrees that the obligations imposed by this Agreement comply with local, state, and federal law. The Parties agree that if any provision of this Agreement should be or become, in its performance, non-compliant with state or federal law, or should be declared invalid by a court, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law or the order of the court, as the case may be, and the balance of this Agreement shall remain in full force and effect.
- c. **Recitals.** The above recitals are incorporated into and made a part of this Agreement.
- d. **Exhibits.** All Exhibits referred to herein are incorporated into and made a part of this Agreement.
- e. **Headings.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, interpretation, or construction of any of the terms and provisions of this Agreement or the intent hereof.
- f. **No Third-Party Rights.** This Agreement does not create any joint venture, partnership, joint undertaking, or joint business arrangement between Petitioner and Tooele. Notwithstanding the Trail provision in Section 5.i., above, this Agreement does not create any rights or benefits in or to third parties.
- g. **No Waiver.** The failure by Tooele to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon Petitioner's failure to perform thereof, shall not constitute a waiver by Tooele of any such failure to perform or of any other covenant, agreement, term, or condition.
- h. **Integration.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature.

- i. **Amendment.** This Agreement may be modified only by a subsequent writing duly executed and approved by the Parties hereto.
- j. **Mutual Participation in Document Preparation.** Each party has participated materially in the negotiation and preparation of this Agreement and any related items. In the event of a dispute concerning the interpretation of any provision of this Agreement or any related item, both Parties will be deemed to have jointly drafted this document, and the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.
- k. **Applicable Law.** Utah law shall govern this Agreement and its construction.
- l. **Venue.** Venue shall be the Third District Court, Tooele Department.
- m. **Court Costs and Attorneys Fees.** In the event of any legal action between the Parties, arising out of or related to this Agreement, the prevailing Party shall be entitled to recover costs and reasonable attorneys' fees.
- n. **Limitation of Remedies.** Petitioner's sole and exclusive remedy for any non-performance or breach of Tooele's express or implied covenants of this Agreement is declaratory relief construing this Agreement's rights and obligations and specific performance of this Agreement. Under no circumstances shall Tooele City Corporation or its agents be liable to Petitioner or Petitioner's successors-in-interest for any monetary damages, including, but not limited to, special, general, direct, indirect, delay, compensatory, expectancy, consequential, reliance, out-of-pocket, restitution, or other damages.
- o. **No Jury Trial.** To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under, or in connection with this Agreement.
- p. **Dispute Resolution.** Tooele and Petitioner recognize and agree that it is in their mutual interest to attempt to informally resolve any disputes that may arise with respect to the interpretation of this Agreement, including as it applies to future Canyon Springs land use applications. In furtherance of that mutual interest, the Parties agree to the following dispute resolution provisions.
 - i. Meet and Confer. In an attempt to resolve the issues or concerns in an expeditious and efficient manner, the Parties shall meet promptly after any Party makes a written objection to the other Party regarding any Party's performance under this Agreement.
 - ii. Non-Binding Mediation. If the Parties are unable to resolve a disagreement under the Meet and Confer provision, they shall appoint a mutually acceptable mediator with knowledge of the subject matter in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each appoint their own representative. These two appointees shall, between them, choose the single mediator. Petitioner

and Tooele shall each pay an equal portion of the fees of the chosen mediator. The chosen mediator shall review the positions of the Parties regarding the issues in dispute and promptly attempt to mediate the conflict. If the Parties are unable to reach agreement, the mediator shall notify the Parties in writing of the resolution that the mediator proposes. The mediator's proposal shall not be binding on the Parties.

- iii. All Rights Reserved. If resolution under the Non-binding Mediation provision fails or is rejected by any Party, the Parties may pursue any and all legal and equitable remedies available except as limited under this Agreement, including specifically the Limitation of Remedies provision in Section 6.o., above.

- q. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall either be delivered personally or by certified mail or express courier delivery to the parties at the following addresses:

Tooele City Corporation	Tooele East, LLC
Attention: Mayor	Attention: Howard Schmidt
90 North Main	9300 South Redwood Road
Tooele, UT 84074	West Jordan, UT 84088

A Party may change its address by giving written notice to the other Party in accordance with this provision.

- 7. **Binding Authority.** By executing this Agreement, the signatories represent and affirm that they are authorized so to do, and that their respective signatures shall have binding force upon them and upon the Parties represented by each.

- 8. **Recordation.** This Agreement shall be recorded in the office of the Tooele County Recorder.

(Signature page follows.)

SIGNED:

TOOELE CITY CORPORATION

TOOELE EAST LLC

Debra E. Winn, Mayor

Howard Schmidt, Managing Member

ATTEST:

APPROVED AS TO FORM

City Recorder

City Attorney

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Debra E. Winn, who did affirm to me that she is the Mayor of Tooele City Corporation and that she did execute the foregoing Annexation Agreement with due authority on behalf of Tooele City Corporation this ____ day of _____, 2022.

Notary Public
Residing in Tooele County, Utah

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Howard Schmidt, who did affirm to me that he is the Managing Member of Tooele East LLC, and that he did execute the foregoing Annexation Agreement on behalf of Tooele East LLC with due authority this ____ day of _____, 2022.

Notary Public
Residing in Tooele County, Utah

Exhibit A

Illustration of the Property

Exhibit B

Drinking Water System Review and Highlighted Recommendations

DATE: April 21, 2022

TO: Paul Hansen, P.E.
Tooele City Engineer
90 North Main
Tooele, Utah 84047

FROM: Katie Gibson Jacobsen, P.E.
Benjamin D. Miner, P.E.
Hansen, Allen & Luce, Inc. (HAL)
859 W. South Jordan Pkwy. Ste. 200
South Jordan, UT 84095

SUBJECT: Canyon Springs Annexation
Drinking Water System Review

PROJECT NO.: 149.08.148



INTRODUCTION

As requested, HAL has performed a review of the effects that the proposed Canyon Springs Annexation will have on the City's public water system. This includes a hydraulic modeling analysis of the proposed drinking water infrastructure for the development. The development is located at approximately 600 North to 840 North, east of Droubay Road in Tooele. The analysis assumes that the development density will be the same as a development layout provided to HAL by Tooele City. This analysis is based on the Utah Division of Drinking Water requirements and the criteria included in the Tooele City Drinking Water System Master Plan dated May 2021 (Master Plan).

This analysis includes a discussion of the effects of the proposed development on the existing system, as well as a discussion of the effects of adding this development to the future scenarios of the master plan.

DRINKING WATER SYSTEM

The Canyon Springs Annexation development is located between 600 North and 840 North east of Droubay Road in Tooele, Utah. The development includes 172 single family residential lots and covers approximately 60 acres. Figure 1 shows a schematic of the existing drinking water pipelines and our assumption of development pipelines. The development will likely propose constructing 8-inch diameter water lines along development streets.

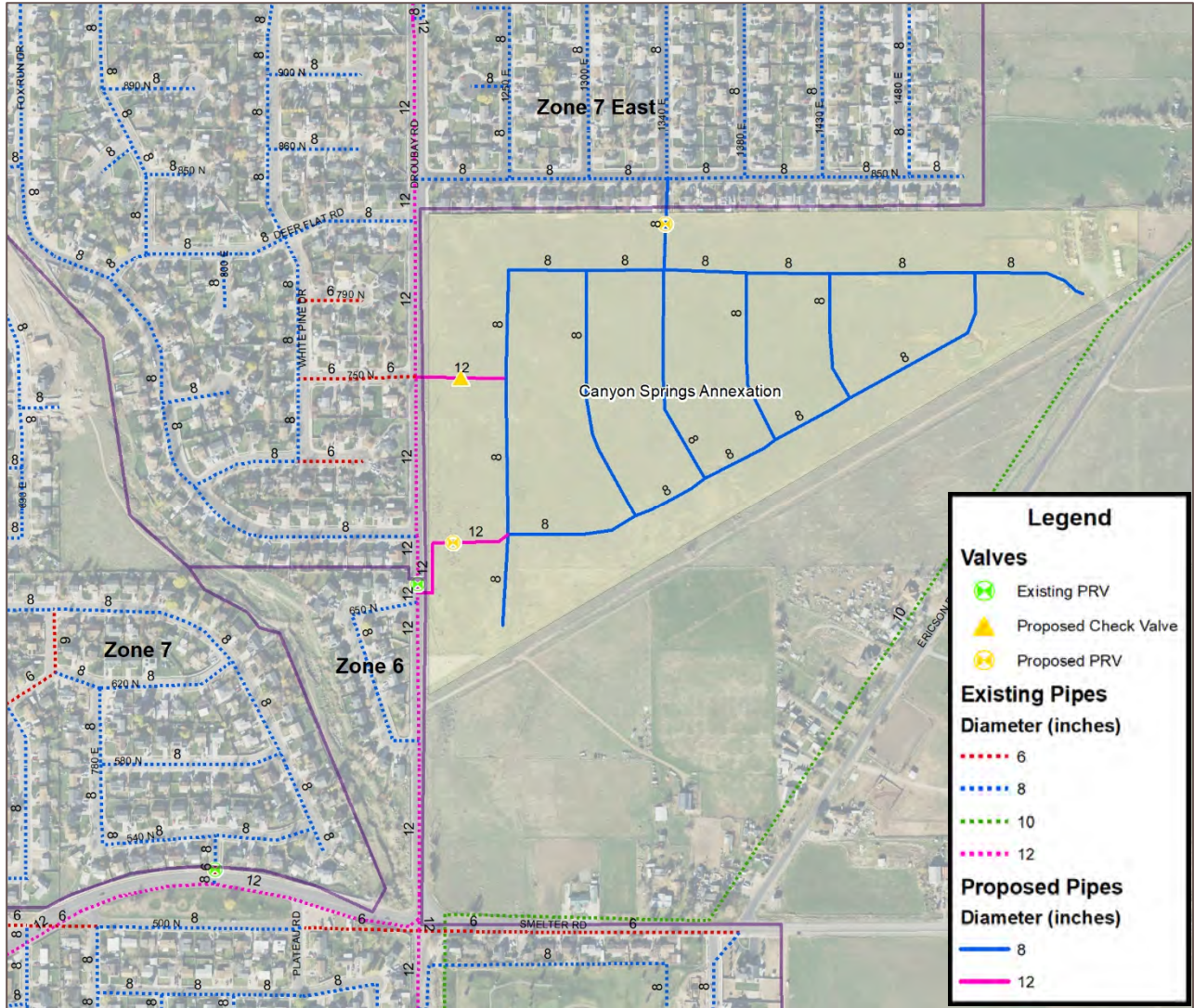


FIGURE 1: DEVELOPMENT LOCATION AND DRINKING WATER SYSTEM PIPE SIZE

Estimated Water Demand

Peak day water demand for the development was calculated using the Level of Service from the Master Plan and data currently available for the proposed development. Estimated indoor and outdoor irrigation demands are calculated as shown in Table 1.

TABLE 1: DRINKING WATER PEAK DAY DEMAND AND STORAGE VOLUME FOR DEVELOPMENT

Development	Units	ERCs	Source/Peak Day Demand¹ (gpm)	Storage² (gal)
Canyon Springs Annexation	172	172	153	93,300

1. Well Source Level of Service is 1,280 gpd per ERC (Tooele City Drinking Water Master Plan, 2021). A peaking factor of 1.75 was multiplied by the peak day demand to get the peak instantaneous demand.
2. The water storage Level of Service is 542 gallons per ERC (Tooele City Drinking Water Master Plan).

Source and Storage

The effects of the Canyon Springs annexation on source and storage were evaluated for the existing system and for the future scenario as described in the Master Plan. Demands for the Canyon Springs annexation area were not included in the Master Plan because they were outside the city boundary. This analysis includes adding these demands to the Master Plan scenarios.

Source and Storage – Existing System

Based on the City’s source demand Level of Service of 1,280 gallons per day per ERC, the proposed development will require 153 gpm source capacity, as shown in Table 1. Currently, the City’s total reliable source capacity is about 11,730 gpm. Existing demand for constructed development at the time of the 2020 Master Plan is estimated to be 11,600 gpm. With approved development included, the total City peak day demand is estimated to be 13,820 gpm, once all the approved development is constructed.

Based on the City’s storage Level of Service of 542 gallons of storage per ERC, the proposed development will require 93,300 gallons of equalization storage, as shown in Table 1. Currently, the City’s total storage capacity is 14.3 million gallons (MG). The required storage for existing development at the time of the 2020 Master Plan, including storage for fire flow and emergency, is estimated to be 8.9 MG. With approved development included, the required storage is estimated to be 10.3 MG.

A summary of the anticipated demands and storage requirements, including the proposed Canyon Springs Annexation development, is included in Table 2 below.

TABLE 2: CITY WATER SOURCE AND STORAGE SUMMARY

Description	ERCs		Source Demand (gpm)		Storage Required (MG)	
	This Item	Cumulative	This Item	Cumulative	This Item	Cumulative
2021 Master Plan	13,960	13,960	11,600	11,600	8.93	8.93
Approved Development	2,500	16,460	2,220	13,820	1.34	10.27
Canyon Springs Annexation	172	16,632	153	13,973	93,300 gal	10.36
Estimated City Capacity	-	-	-	11,730	-	14.27
Potential Excess (+) or Deficit (-)	-	-	-	-2,243 ¹ gpm	-	3.91 MG

Note 1 – This does not include the new wells under construction. See discussion below.

It may be observed in Table 2 that the predicted demand may exceed the available source capacity during peak demand periods if all approved development is constructed. The City anticipates completing production wells at Red Delpapa Park (Park well) and near 1500 North Berra Boulevard (Berra well) in the next few months. These wells are anticipated to produce at least 1,000 gpm and 1,500 gpm respectively, which would be enough to eliminate the estimated source deficit and provide a small reserve of about 250 gpm. The City can determine whether to allot this reserve to the Canyon Springs development or preserve it for development within the City. Additionally, the City may wish to preserve source capacity for redundancy in case any wells are out of service.

It is anticipated that adequate storage exists in the City’s system for the proposed development.

Source and Storage – Master Plan Capital Facility Projects

The Master Plan indicates that after the Park well and Berra well are constructed, the next three wells are anticipated to provide at least 1,000 gpm each and need to be constructed as shown in Table 3.

TABLE 3: MASTER PLAN CAPITAL FACILITY PROJECTS – SOURCE

Project	Description	ERCs When Required
53-55	East A Well and 12-inch Transmission	15,081
56-57	East C Well and 12-inch Transmission	15,828
58-61	West A Well and 16-inch Transmission	16,950

As shown in Table 2 and Table 3 and based on the number of ERCs projected in the Master Plan the City should construct at least two additional wells beyond the Park Well and Berra Well as soon as possible. Transmission to bring water from these wells to the City is associated with each well, and also needs to be completed. As discussed previously, after adding the Park well and

Berra well to the system, there will be a remaining source capacity of approximately 250 gpm. The next well is needed because the 250 gpm remaining capacity provides very little redundancy or capacity for additional growth. Additionally, it will likely take several years to bring a well online.

The Master Plan indicates two wells are needed to provide full redundancy if the largest well is out of service. After construction of the Park and Berra wells, the Berra well is anticipated to be the largest well in the City system, providing 1,500 gpm. Without the Berra well available, reliable source capacity would be 12,730 gpm. As shown in Table 2, the source demand with the Canyon Springs annexation is 13,973 gpm. Assuming the largest well out of service, one additional well would likely increase the reliable capacity to approximately 13,730 gpm, and two wells would be required to provide the required source demand with a reasonable level of redundancy.

No storage projects are required by the Master Plan to accommodate the Canyon Springs annexation area in the near term.

Source and Storage – Additions to Master Plan System

The Canyon Springs annexation area was not included in the 2021 Master Plan. Adding the development will require additional source beyond what is shown in the Master Plan for the level of growth anticipated by 2060. The Master Plan identifies sources east of and south of Tooele City, potentially as far away as Vernon. Adding the annexation area will expedite the need for these sources, but will not require the identification of new sources.

The Master Plan identified a deficit of 0.1 MG storage at the level of growth anticipated by 2060. Adding the annexation area increases this deficit to 0.2 MG. This deficit will be remedied with the construction of the Berra well operational storage tank and other operational storage tanks discussed in the Master Plan.

Transmission

Tooele City maintains a water network computer model so that the system performance, including transmission capacity, can be evaluated. The proposed development was added to the model so that the effects of the development on the City system could be assessed.

Pressure Zone

The proposed Canyon Springs annexation would be served by the water line along Droubay Road. The pressure zone boundary between Zone 6 and Zone 7 is located at a pressure reducing valve (PRV) located at approximately 660 North Droubay Road. The southern point of the annexation area is adjacent to Zone 6 (higher pressure), and the remainder of the annexation area is adjacent to Zone 7 (lower pressure). Pressure zone boundaries are shown on Figure 1.

The model was used to evaluate which zone is most appropriate for the annexation area. If the development is included in Zone 7, pressures within the development will be insufficient to meet

City and Division of Drinking Water requirements. The development must be constructed as part of Zone 6. This requires constructing a 12-inch waterline to serve the development from upstream (south of) the 660 North Droubay Road PRV. A second PRV must be constructed exiting the development at the connection with the adjacent Carr Fork subdivision (1340 East 800 North). This will allow circulation through the proposed development. An additional 12-inch waterline connection must be constructed from the Zone 7 portion of Droubay Road into the development at 750 North. This connection will serve as a backup supply of water into the proposed development in the case of total loss of use of the primary 12-inch supply line. This waterline must include a check valve to prevent water from leaking through the development from the higher-pressure Zone 6 to Droubay Road. These features are shown on Figure 1.

Master Plan Capital Facility Projects

The master plan projects are shown in Figure 7-1 of the Master Plan. This figure is included in the appendix. The Master Plan indicates these projects should be constructed when the City reaches the number of ERCs shown in Table 4. Including all existing development, approved development, and the Canyon Springs annexation, the City is predicted to have a total of 16,632 ERCs.

TABLE 4: MASTER PLAN CAPITAL FACILITY PROJECTS – TRANSMISSION

Master Plan Project	Description	ERCs When Required
24	12-inch Tank 4 fill line from Canyon Rim line	14,706
25	Control valves on Tank 4 fill line	14,706
26	12-inch Outlet from Tank 4 to Skyline Drive, 980 LF	14,706
27	8-inch Waterline, 7 th Street, Skyline Drive to Vine Street, 2970 LF	14,706
28	10-inch Waterline, 7 th Street, Birch Street to Oquirrh Street, 130 LF	14,706
53-55	East A Well and 12-inch Transmission (~3 miles)	15,081
56-57	East C Well and 12-inch Transmission (~1 mile)	15,828
29	10-inch Waterline, Droubay Road, 280 North to 670 North, 3030 LF	16,575
30	8-inch Waterline, Parallel to Droubay Road, Valley View Drive to Fox Run Drive, 1500 LF	16,575
58-61	West A Well and 16-inch Transmission (~5 miles)	16,950

Master Plan Project 29 is shown as a 10-inch diameter waterline on Droubay Road from just south of Oquirrh Avenue to Fox Run Drive (670 North). This 10-inch waterline size is intended to be constructed in addition to the existing 12-inch waterline on Droubay Road. Rather than constructing parallel waterlines, a new 18-inch waterline would be constructed to replace the existing 12-inch waterline and planned 10-inch waterline. Master Plan Project 29 (18-inch waterline) should be constructed along the frontage of the proposed annexation area.

Master Plan Project 30 is an 8-inch waterline connecting portions of Zone 7 and is located adjacent to the proposed annexation area. A tee for this 8-inch waterline should be constructed as part of the work on Master Plan Project 29 in Droubay Road.

Master Plan Projects 24 through 28 are necessary to allow transmission of water from the City's tanks to Zone 6, Zone 7, and continuing northerly.

Master Plan Projects 53, 56, and 58 are three new wells with their associated transmission waterlines.

Model Results for the Proposed Development

Peak instantaneous minimum and maximum pressures within the development are shown in Table 5, Figure 2, and Figure 3. There is little expected pressure variation between the peak day and peak instantaneous conditions within the Canyon Springs development because the area is controlled by PRVs.

No fire suppression requirement was provided to HAL. The model predicts that the water system is capable of providing 2,400 gpm for fire suppression while maintaining a pressure of 20 psi throughout the system. To achieve this flowrate, several hydrants would be required.

**TABLE 5: DRINKING WATER HYDRAULIC MODELING RESULTS
WITHIN THE PROPOSED DEVELOPMENT**

Condition	Pressure	
	Minimum	Maximum
Peak Day	72 psi	91 psi
Peak Instantaneous	72 psi	91 psi
Diurnal Pressure Variation	0 psi	
Fire Suppression Flow	2,400 gpm	

The proposed drinking water piping meets the criteria set by the Utah Division of Drinking Water and Tooele City for minimum pressures.

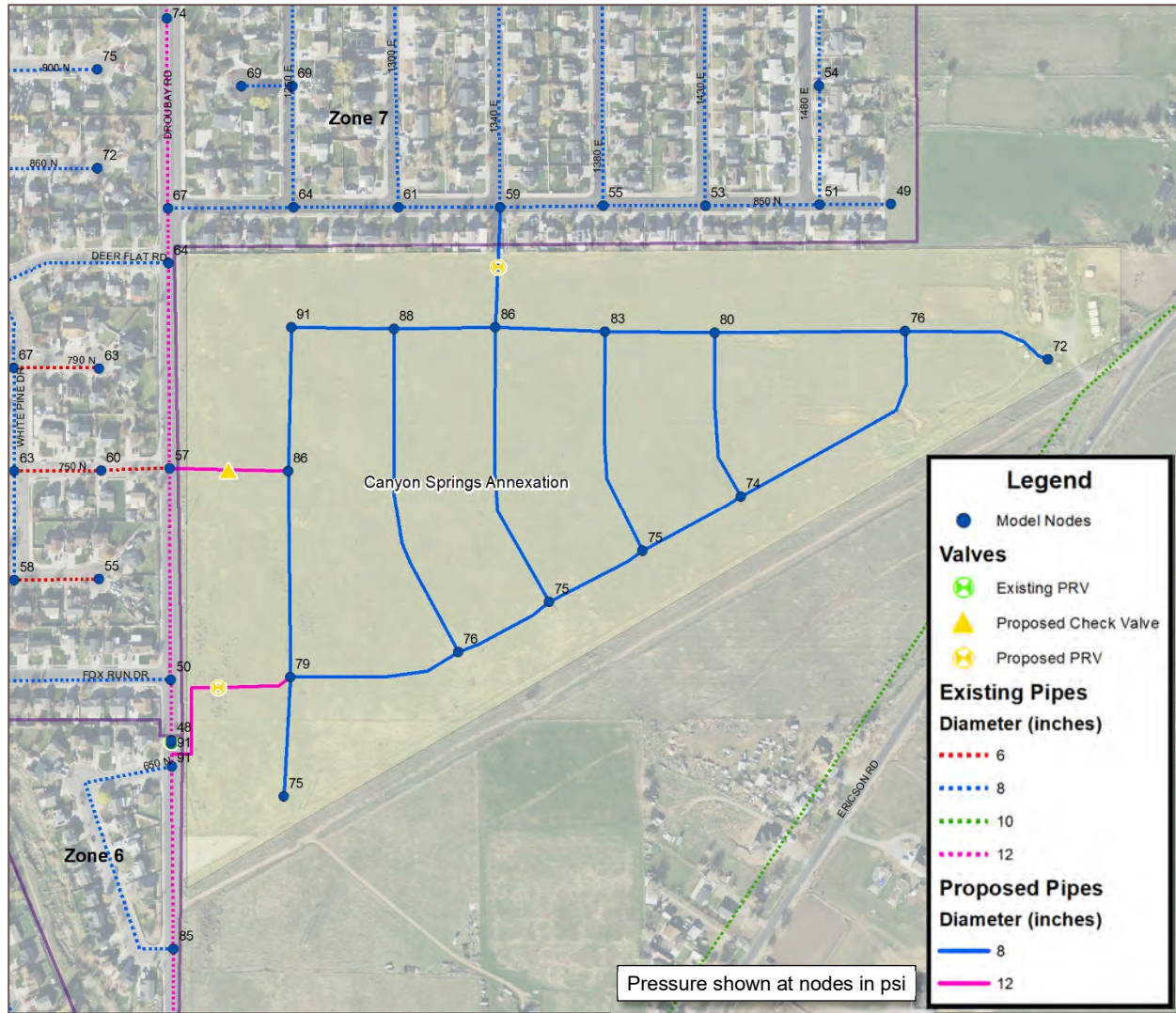


FIGURE 2: DRINKING WATER SYSTEM PEAK DAY PRESSURE

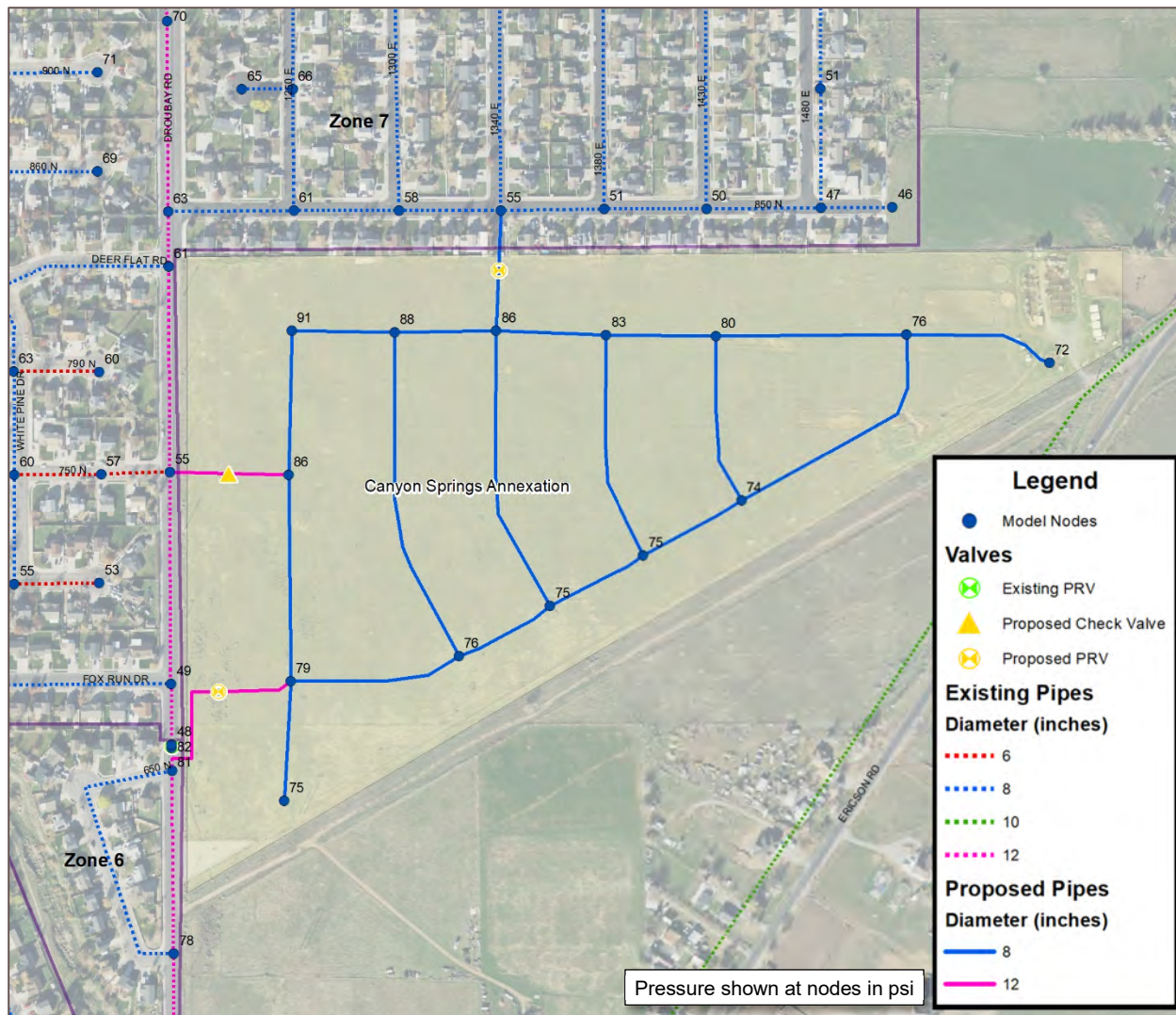


FIGURE 3: DRINKING WATER SYSTEM PEAK INSTANTANEOUS PRESSURE

EFFECTS OF THE PROPOSED DEVELOPMENT ON THE EXISTING SYSTEM

The drinking water model was used to evaluate effects on the existing system from the new development. Existing locations with modeled minimum pressures below 50 psi were evaluated to determine if construction of the new development will reduce pressure at these locations. The model predicts that adding the new development will cause decreases of 0-1 psi at these locations, and did not result in any service connection in the existing system not meeting the minimum pressures specified in UAC rule R309-105-9, including:

- (a) 20 psi during conditions of fire flow and fire demand experienced during peak day demand;
- (b) 30 psi during peak instantaneous demand; and
- (c) 40 psi during peak day demand.

Existing locations with predicted available fire flow below 1,500 gpm were also evaluated. Available fire flow at these locations did not drop more than 0-5 gpm when the new development was added. The hydraulic analysis predicts that the proposed development will not adversely impact the existing system.

CONCLUSIONS AND RECOMMENDATIONS

- After the Park well and Berra well are completed and connected into the drinking water system, the City will have sufficient source capacity to provide peak day demand, but the remaining capacity is very small and does not provide full redundancy in the event a well is out of service. The City should continue efforts to pursue new sources of water immediately. If the proposed Canyon Springs annexation is approved, it will consume most of the available source capacity. This may prevent developments within the City boundaries from being approved in the near future.
- The development is expected to cause small reductions in pressure and available fire flow in the existing drinking water system; however, the system will continue to meet the criteria set by the Utah Division of Drinking Water and Tooele City. The model predicts that after completion of the Park well and Berra well, the system can supply 2,400 gpm for fire suppression within the Canyon Springs development.
- The proposed Canyon Springs annexation area must be served from Pressure Zone 6 (higher pressure). This requires constructing a 12-inch waterline from upstream (south of) the 660 North Droubay Road PRV into the Canyon Springs development. A second PRV is required exiting the development at 1340 East 800 North. An additional backup 12-inch waterline connection must be constructed from Pressure Zone 7 (lower pressure) into the development at 750 North and must include a check valve.
- The analysis demonstrates there will be adequate storage available to support the Canyon Springs development.

Exhibit C

Wastewater Review and Highlighted Recommendations
(Including Project E-1 from
Wastewater Collection System Master Plan)

MEMORANDUM

DATE: April 26, 2022

TO: Mr. Paul Hansen, P.E.
Tooele City Engineer
90 North Main
Tooele, Utah 84047

FROM: Benjamin D. Miner, P.E.
Jason Biesinger, Project Analyst
Hansen, Allen & Luce, Inc. (HAL)
859 W. South Jordan Pkwy. Ste. 200
South Jordan, UT 84095

SUBJECT: Canyon Springs Annexation - Wastewater Review

PROJECT NO.: 149.08.148

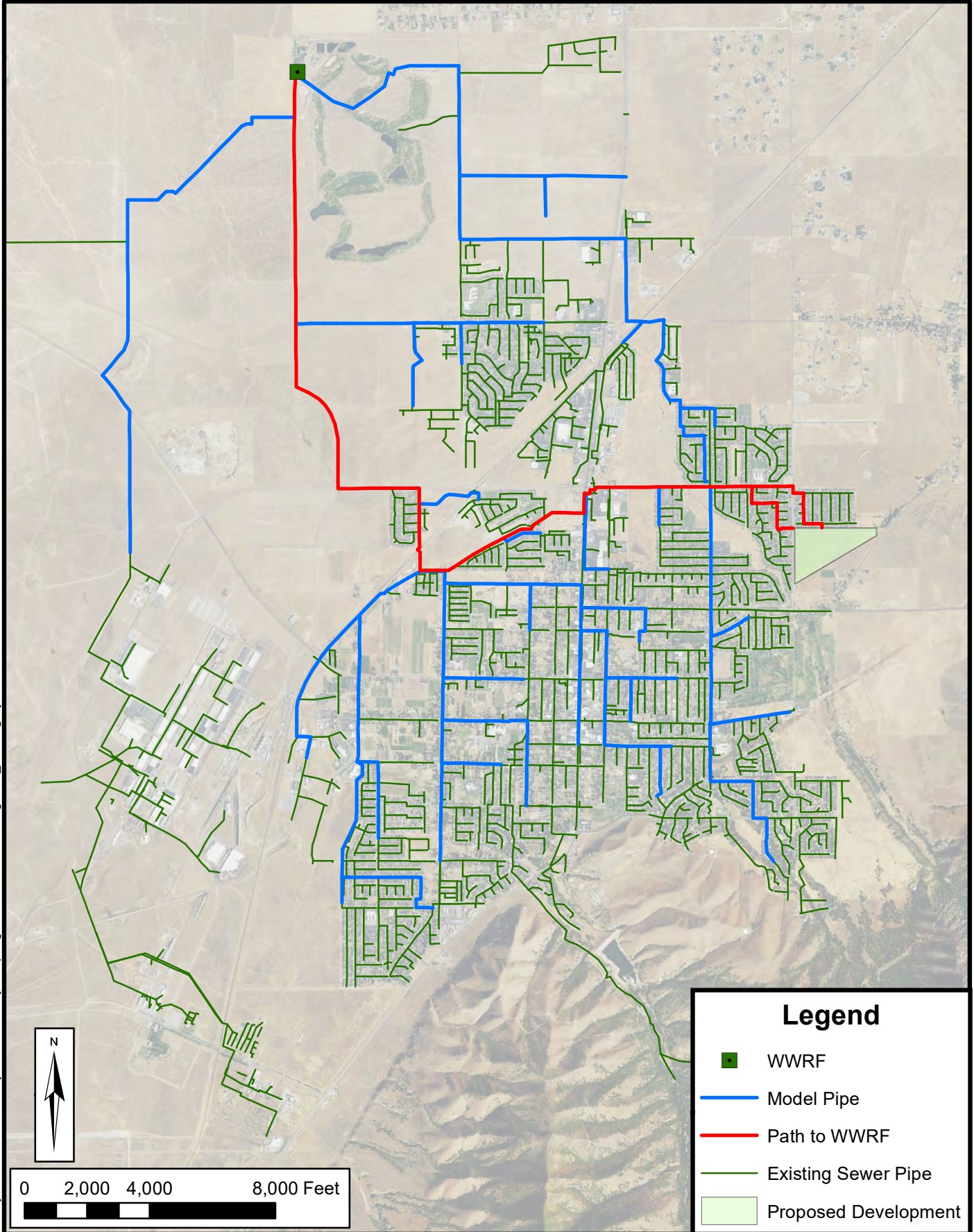







INTRODUCTION

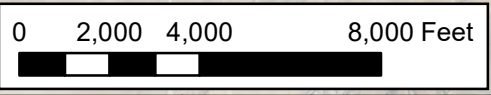
As requested, HAL has performed a review of the effects of the proposed Canyon Springs Annexation on the City's public wastewater collection system. This includes a hydraulic modeling analysis of the proposed wastewater collection infrastructure for the development. The development is located at approximately 600 North to 840 North, east of Droubay Road in Tooele. The analysis assumes that the development density will be the same as a development layout provided to HAL by Tooele City. This analysis has considered the Utah Division of Water Quality (DWQ) requirements and predicted wastewater flow rates that have been identified as part of the on-going wastewater master plan study.

WASTEWATER SYSTEM

The Canyon Springs Annexation development is located at approximately 750 N and Droubay Road in Tooele, Utah, and will include 172 residential lots. Figure 1 shows a schematic map of the existing wastewater system in the vicinity of the proposed development. It is anticipated that the development will connect to existing 8-inch gravity lines on the northern and western boundaries of the proposed subdivision.



Legend	
	WWRP
	Model Pipe
	Path to WWRP
	Existing Sewer Pipe
	Proposed Development



**Tooele City - Canyon Springs Annexation
Existing Wastewater Collection System**

**FIGURE
1**

ESTIMATED WASTEWATER GENERATION

Wastewater generation for the development was estimated based on data currently available for the proposed development. Estimates assume an average wastewater flow of 170 gpd/ERU for average daily flow. This value is peaked by 1.55 in the model analysis. Estimated wastewater production is provided in Table 1.

TABLE 1: EXISTIMATED WASTEWATER PRODUCTION FOR CANYON SPRINGS

Development	Units	ERUs	Daily Flow / ERU (gpd)	Average Daily Sewer Generation (gpd)	Average Daily Sewer Generation (gpm)
Canyon Springs Annexation	172	172	170	29,240	20.3

WASTEWATER COLLECTION SYSTEM MODELING

The capacity of the wastewater collection system was analyzed in comparison with the anticipated flows to predict whether the system has capacity to accommodate new flows from the Canyon Springs Development. The analysis was performed using the hydraulic computer model that has been prepared for the wastewater collection system master plan that is on-going. The Canyon Springs Development is located in an area of the City where the sewers were not included in the hydraulic model. The model was updated to include the Canyon Springs Development. This included collecting survey data for key manholes, which allowed flowline and rim elevations to be added to the model. Model flows from the master plan were adjusted to account for the new development. The model loading locations and values for Canyon Springs are provided on Figure 2.

Detailed sewer design information has not be provided for sewers within the development. Once the project moves forward, it is expected that the developer's design engineer will design the sewers with adequate capacity. It is expected that 8" diameter pipes will be adequate. This should be confirmed by the design engineer.

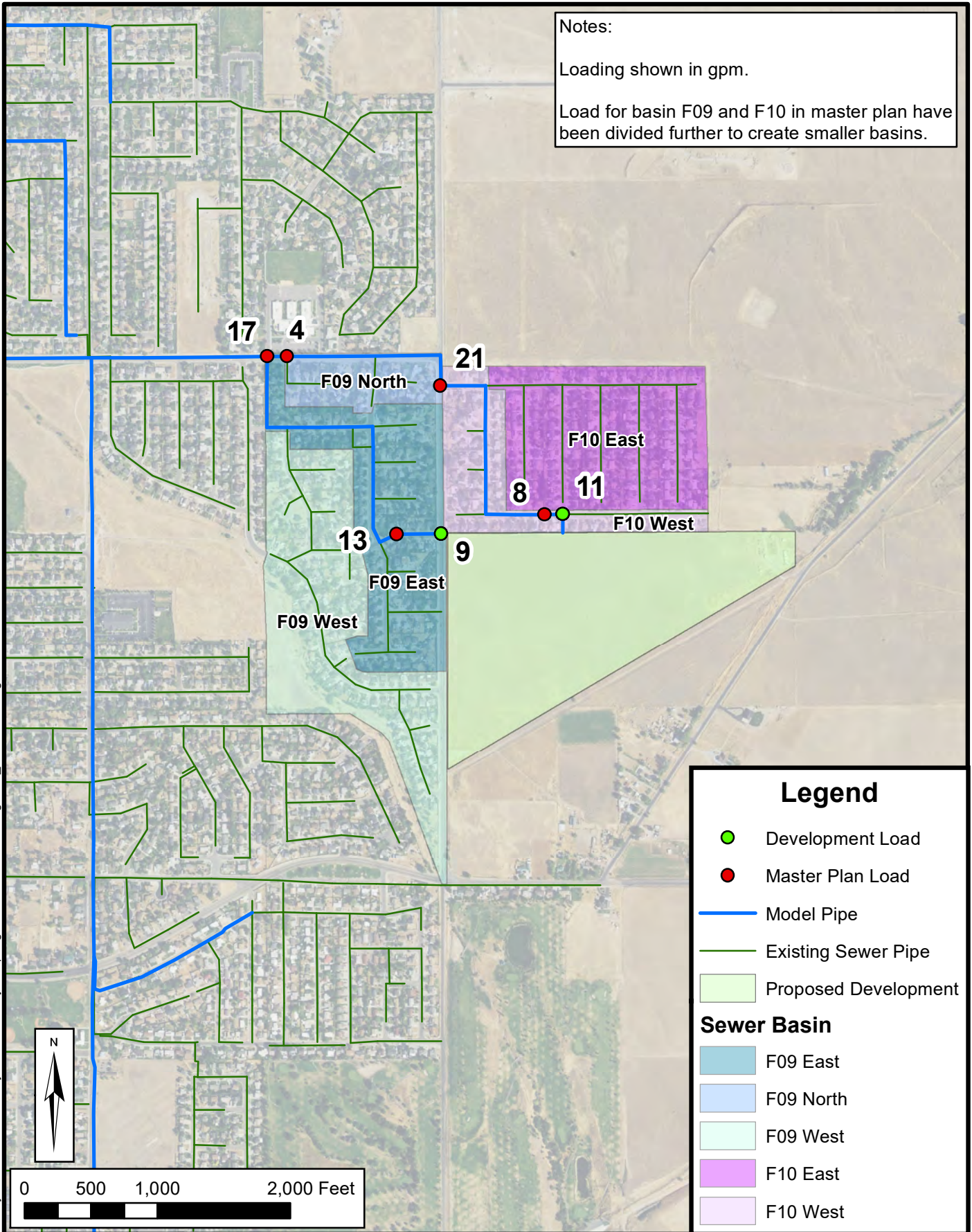
Criteria

The criteria used to determine when a sewer has reached capacity is based on recommendations and standards from the American Society of Civil Engineers (ASCE). These standards recommend that a sewer 12-inches in diameter or smaller has reached maximum capacity when the depth of wastewater divided by the pipe diameter (d/D) has exceeded 0.5, or is half full. For pipes with a larger diameter, the maximum capacity is defined as d/D in excess of 0.75, or is three-quarters full.

Notes:

Loading shown in gpm.

Load for basin F09 and F10 in master plan have been divided further to create smaller basins.



Date: 4/21/2022
Document Path: H:\Projects\149 - Tooele City\08.148 - Canyon Springs - Annexation\GIS\Figure 2 - Model Loading.mxd



Tooele City - Canyon Springs Annexation
Hydraulic Model Loading Locations

FIGURE
2

Calibration and Verification

The hydraulic model that was developed during the wastewater collection system master plan was calibrated with flow monitoring records available at the time. That model was updated to reflect the proposed development. No new specific calibration has been provided with this analysis. If further site-specific calibration is desired, additional flow monitoring can be provided upon request. That flow data could then be used to calibrate and verify model results.

IMPACTS TO EXISTING SYSTEM

The master plan identifies an existing deficiency downstream of the proposed development near the intersection of 1000 North and Main Street. This is shown in Figure 3. While the wastewater generated by the proposed development does not cause the deficiency, if improvements are not made to the sewer, the proposed development would further worsen the deficient flow condition. It is recommended that the City proceed with additional detailed study of the deficiency to confirm the results, and that the City proceed with improvements if needed.

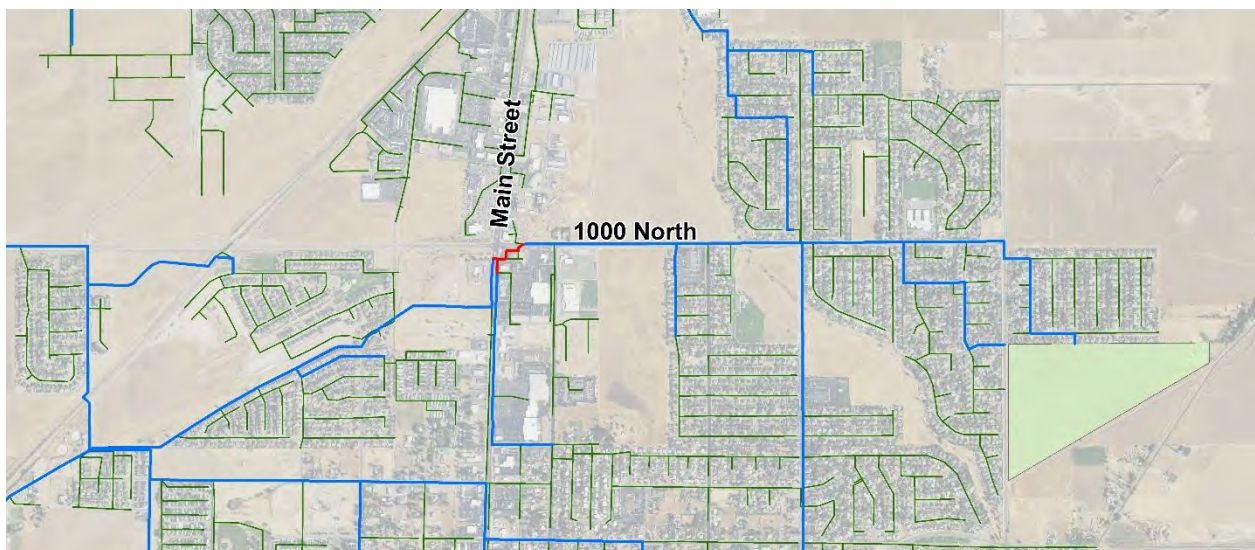


FIGURE 3: EXISTING RECOMMENDED IMPROVEMENTS

The proposed improvement for the deficient area shown in Figure 3 is to replace the existing 15-inch pipe with an 18-inch pipe, or that an equivalent system to constructed.

IMPACTS TO FUTURE SYSTEM

Hydraulic models for a 10-year and 40-year planning scenario from the master plan were also evaluated. This was done to see how the model results change with and without the proposed development. The model predicts that the proposed development does not cause any part of the collection system to become deficient for these scenarios.

CONCLUSIONS AND RECOMMENDATIONS

Besides the existing deficiency described previously, the rest of the existing sewers are adequate to contain the existing wastewater flows and the flows generated by the Canyon Springs Annexation development.



**WASTEWATER COLLECTION SYSTEM
MASTER PLAN**

(HAL Project No.: 149.49.100)

TABLE 6-3 PEAK HYDRAULIC LOADINGS

Planning Period	Peak Hydraulic Loading* (gpm)	Peak Hydraulic Loading* (MGD)
Existing Conditions	4,306	6.2
Existing Plus Approved	4,514	6.5
2030 (10-Year)	5,007	7.2
2060 (40-Year)	5,981	8.6

*Including inflow (2,000 gpm).

It may be observed in Table 6-3 that the existing peak hydraulic loading is 4,306 gpm (6.2 MGD), and the projected peak hydraulic loading by 2060 is just under 6,000 gpm (8.6 MGD). These values all exceed the current WWRP design capacity of 3.4 MGD.

EXISTING DEFICIENCIES

The maximum depth ratio is the ratio of the maximum flow depth that occurs in the pipe and the diameter of the pipe (d/D). Deficiencies were identified as pipes in the model that exceeded a set d/D during peak flow conditions. The d/D capacity criteria adopted by the City is 0.5 for pipes 12-inches or smaller and 0.75 for pipes larger than 12-inches. Pipe capacity deficiencies identified in the Existing (Approved) scenario model are summarized in Table 6-4 and shown in Figure 6-3.

TABLE 6-4 EXISTING PIPE CAPACITY DEFICIENCIES AND SOLUTIONS

PROJECT ID	LOCATION	ISSUE	SOLUTION
E-1	Along Main Street near 1000 North	Pipe exceeds capacity because d/D > 0.5 (0.64)	Remove and upgrade existing 8" gravity line to 200 ft of 10" gravity line.
E-2	Along 600 North between 100 West and 370 West	Pipe exceeds capacity because d/D > 0.5 (1.0)	Remove and upgrade existing 12" gravity line to 2,100 ft of 15" gravity line.
E-3	Along Coleman Street between Utah Avenue and McKellar Street	Pipe exceeds capacity because d/D > 0.5 (1.0)	Remove and upgrade existing 12" gravity line to 2,550 ft of 15" gravity line.
E-4	Along existing sewer alignment between 600 North to 1000 North and Coleman Street to 1100 West	Pipe exceeds capacity because d/D > 0.75 (1.0)	Remove and upgrade existing 18" and 21" gravity line to 6,500 ft of 24" gravity line. Contains 36" bore for 115 ft under railroad tracks.

Exhibit D

Drainage Review and Recommendations

DATE: April 21, 2022

TO: Paul Hansen, P.E.
Tooele City Engineer
90 North Main
Tooele, Utah 84074

FROM: Benjamin D. Miner, M.P.A., P.E.
Kayson Shurtz, P.E.
Hansen, Allen & Luce, Inc. (HAL)
859 West So. Jordan Pkwy – Suite 200
South Jordan, Utah 84095

SUBJECT: Canyon Springs - Drainage Review

PROJECT NO.: 149.08.148



INTRODUCTION

Canyon Springs is an area that has been proposed to be annexed into the City of Tooele. It is located just east of Droubay Road between about 840 North and 600 North. Hansen, Allen, and Luce has been asked to review the area to identify potential drainage issues that need to be addressed before this area can be annexed into the City.

HYDROLOGY

A hydrologic model was developed to determine anticipated flowrates and volumes for the 10-year and 100-year storm events. The design storm selected for this analysis is a three-hour duration storm which incorporates a Farmer-Fletcher 1-hour first quartile storm event as the middle hour of the three-hour design storm (Farmer et al., 1972). This storm distribution is used by many communities in Salt Lake County and would be applicable for Tooele as well. The rainfall depths for the 10-year and 100-year were 1.14 inches and 1.99 inches respectively and were obtained via NOAA Atlas 14 (NOAA, 2011). The runoff modeling was performed using the Soil Conservation Service (SCS) Curve Number (CN) approach as described in *Technical Release 55: Urban Hydrology for Small Watersheds* (NRCS, 1986), hereafter referred to as TR-55. The soil data used in the analysis was obtained from Natural Resources Conservation Service (NRCS) Soil Survey Geographic Database (SSURGO) (NRCS, 2022). The land cover for existing conditions was based on the 2016 National Landcover Dataset (NLCD) (Dewitz, 2019). The land cover and soil data were combined within the model to establish various combinations of land

cover and hydrologic soil type. Table 1 presents the assumed curve numbers that were applied to the model for all the potential combinations found in our study area.

TABLE 1. CURVE NUMBER TABLE

TR-55 Description	NLCD Description	NLCD ID #	A	B	C	D
Water	Open Water	11	98	98	98	98
Open Space (Good)	Developed, Open Space	21	39	61	74	80
Residential - 1/2 Acre	Developed, Low Intensity	22	54	70	80	85
Residential - 1/4 Acre	Developed, Medium Intensity	23	61	75	83	87
Residential - 1/8 Acre	Developed, High Intensity	24	77	85	90	92
Fallow-Bare Soil	Barren Land	31	77	86	91	94
Oak Aspen (Poor)	Deciduous Forest	41	66	66	74	79
Woods (Fair)	Evergreen Forest	42	36	60	73	79
Woods Grass Combination (Fair)	Mixed Forest	43	43	65	76	82
Brush (Fair)	Shrub/Scrub	52	35	56	70	77
Pasture Grassland (Fair)	Grassland/Herbaceous	71	49	69	79	84
Meadow	Pasture/Hay	81	30	58	71	78
Row Crops - SR (Good)	Cultivated Crops	82	67	78	85	89
Wetlands	Woody Wetlands	90	98	98	98	98
Wetlands	Emergent Herbaceous Wetlands	95	98	98	98	98

The modeling was performed using a rain on grid approach in HEC-RAS 2D. The drainage patterns above the proposed site are somewhat complex because of several interconnected ditches. The benefit of using the rain on grid approach is the model determines flow paths based on the terrain and hydraulic capacity of the conveyance channels via Manning’s equation. The model allows for an estimate of existing flowrates for both onsite and offsite drainage that will need to be accounted for in the design of the proposed annexation area. The assumed roughness values for the NLCD cover types are shown in Table 2 (HEC, 2021).

TABLE 2. ASSUMED ROUGHNESS COEFFICIENTS

NLCD Description	NLCD ID #	Manning’s n
Open Water	11	0.035
Developed, Open Space	21	0.035
Developed, Low Intensity	22	0.08
Developed, Medium Intensity	23	0.1
Developed, High Intensity	24	0.15
Barren Land	31	0.05
Deciduous Forest	41	0.1
Evergreen Forest	42	0.15
Mixed Forest	43	0.12
Shrub/Scrub	52	0.08

was used a guide to estimate additional impervious area. Directly connected impervious area was assumed to have a CN of 98. All roads were assumed to be 100% directly connected while the remaining impervious area was assumed to be 3,000 square feet per lot with 50% of it being directly connected. These assumptions are based on the development looking similar to the existing development directly to the north. The impervious area not associated with roads was composited with the remaining pervious area that was assumed to be Open Space good cover resulting in a composite curve number of 70. Table 3 summarizes the impervious area assumptions.

TABLE 3. IMPERVIOUS AREA ASSUMPTIONS FOR CANYON SPRINGS DEVELOPMENT

Description	Acres	% Directly Connected
Roadway Impervious Area	11.73	100.0
Assumed Additional Impervious Area	11.84	50.0
Open Space Good Condition	37.08	0.0
Totals	60.65	29.1

The modeled peak 10-year flowrate for the entire proposed development was 18.5 cfs. Piping to convey these flows should have sufficient capacity to convey the estimated peak flow rate. The flow per unit acre is approximately 0.31 cfs/acre. This ratio can be used for pipe sizing in areas that only drain a portion of the total drainage area. We recommend a minimum storm drain pipe size of 15-inches.

The modeled peak 100-year flowrate for the entire proposed development was approximately 51.9 cfs. The flow per unit acre is approximately 0.87 cfs/acre. Conveyance and storage must be provided to protect homes from damage during a 100-year event. Conveyance beyond the 10-year event is often provided by the streets along with detention to limit flows downstream. It is recommended that this development provide grading plans for the roads along with calculations that show that the roads and underground conveyance network have sufficient capacity to convey the calculated 100-year flows to an appropriate detention facility. The ratio of peak flow per unit acre can be utilized in the road conveyance calculations based on tributary area. A detention facility will be required for the proposed development to reduce flows back to at least existing conditions (5.9 cfs) so that peak flows downstream are not increased as a result of development. Assuming a release rate of 5.9 cfs (approximately 0.1 cfs/acre) the required detention volume for the proposed development would be approximately 3 ac-ft.

A consideration for this annexation should also include where the detained flows will be discharged. While peak flows would not be increased under the detained scenario, runoff volumes would be spread out over time and reduce pressure on the system. Increased volume in the downstream system could result in increased flood risk due to downstream storage constraints. Discharging the detained flows to a large conveyance like Middle Canyon Creek is the best-case scenario to reduce the downstream flood risk. It appears that the development to the west may have existing storm drain infrastructure that likely discharges into Middle Canyon Creek. This option should be investigated further to determine whether it is feasible to tie into this existing

NLCD Description	NLCD ID #	Manning's n
Grassland/Herbaceous	71	0.06
Pasture/Hay	81	0.05
Cultivated Crops	82	0.05
Woody Wetlands	90	0.12
Emergent Herbaceous Wetlands	95	0.08

The approximate drainage area to calculate offsite flows was developed based on the available UGRC LiDAR data. As noted previously, the model calculates the movement of water through the drainage and therefore an approximate drainage area is sufficient because if additional area is included it will runoff at a different location and therefore not be included in the calculated offsite flows for our area of interest. The approximate drainage area used in the runoff calculations is shown in Figure 1. The grid generally utilizes 25 x 25-foot grid spacing. Breaklines were also utilized to properly align cell faces with high ground such that hydraulic controls are modeled appropriately.

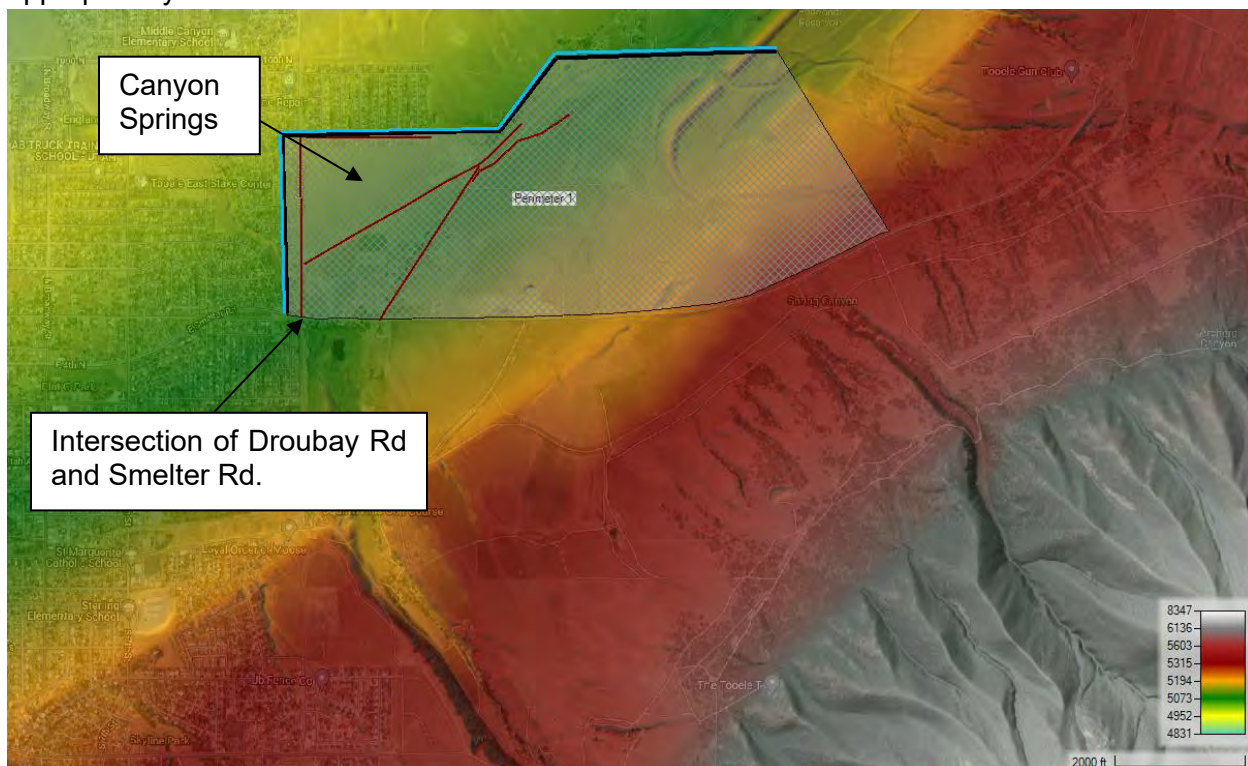


FIGURE 1. HEC-RAS RAIN ON GRID MODEL EXTENTS

EXISTING CONDITIONS MODELING

Existing 10-year flows were negligible and are therefore not reported here. The 100-year existing conditions flows from the proposed site were computed to be approximately 5.9 cfs. The offsite flows that come into the proposed developments for the 100-yr 3-hr event were computed to be approximately 9.5 cfs. Suggesting the drainage area above the proposed development is relatively small. However, these flows must be conveyed through the proposed development. The model shows water ponding on the south side of what looks like a dirt road in the aerial imagery

until it spills over to the proposed development at the general location shown in Figure 2.

The offsite flows must be handled as they come into the development. This could be accomplished by connecting a pipe (with at least 9.5 cfs capacity) from the ponded area shown on Figure 2 into the proposed development drainage system or by creating an open channel conveyance that can convey the 9.5 cfs between lots to the roads of the proposed development at the spill location shown on Figure 2.

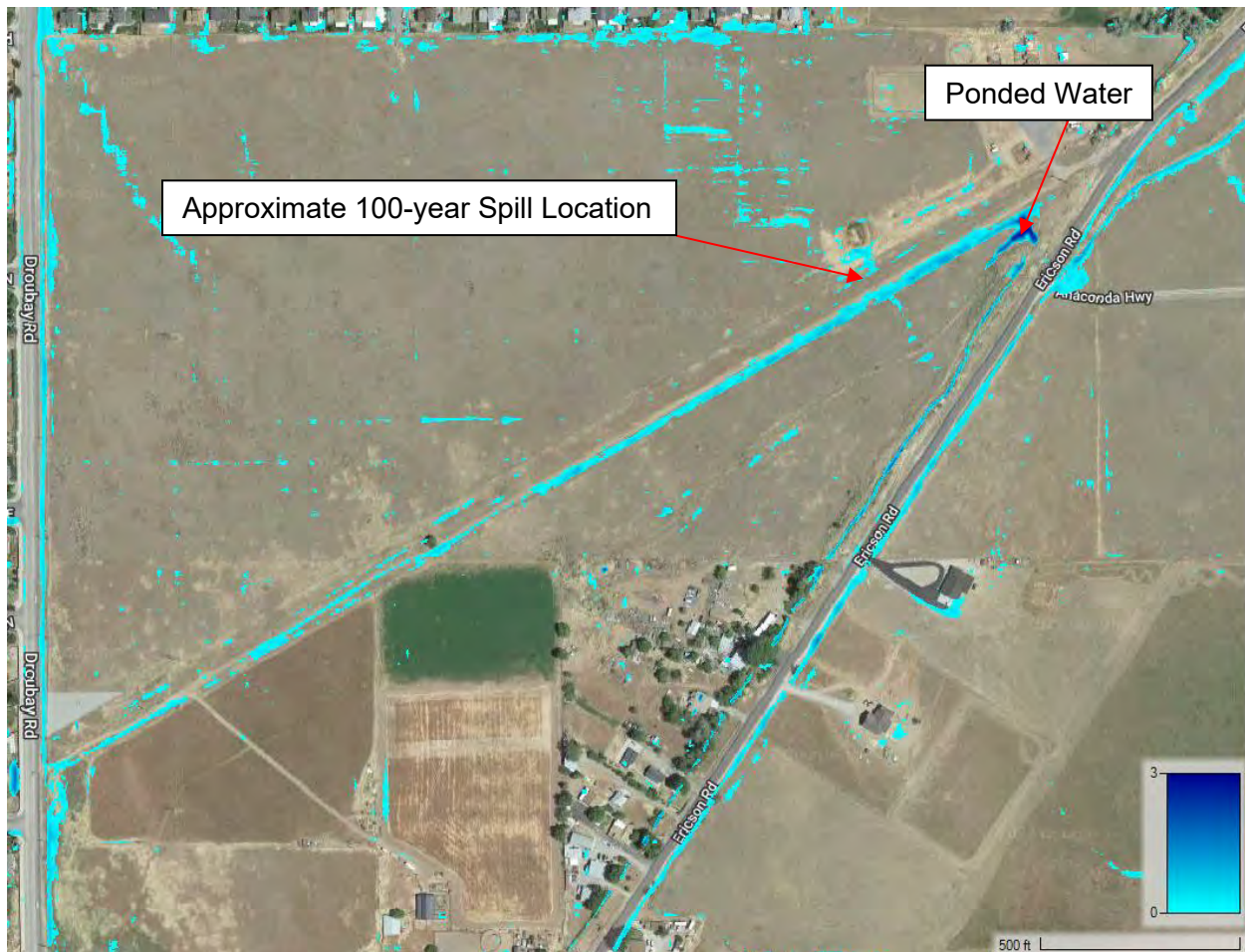


FIGURE 2. 100-YR OFFSITE FLOWS SPILL LOCATION

PROPOSED CONDITIONS MODELING

The site plan provided to HAL shows 172 lots over approximately 60 acres. The development will add additional impervious area in the form of roads, driveways, roofs, sidewalks, and additional hardscape. These impervious areas increase runoff and must be addressed to reduce flood risk to the future residents of the proposed development as well as others who are down gradient from them.

The proposed condition flows for both the 10-year and 100-year scenarios were developed by adjusting the landcover to reflect the roads and homes that are proposed. The site plan provided

system to convey detained flows from the proposed annexation area. Otherwise, the City should consider installing new storm water piping from the new development to Middle Canyon Drainage.

SUMMARY

The onsite and offsite flow considerations have been presented in the memo for the proposed annexation property and proposed site plan. The drainage issues all appear to be manageable with most of which being handled utilizing standard engineering practices. Considerations for offsite flows onto the property and where detained releases from the proposed development will discharge must be addressed for annexation. Potential solutions have been presented in the body of this memo.

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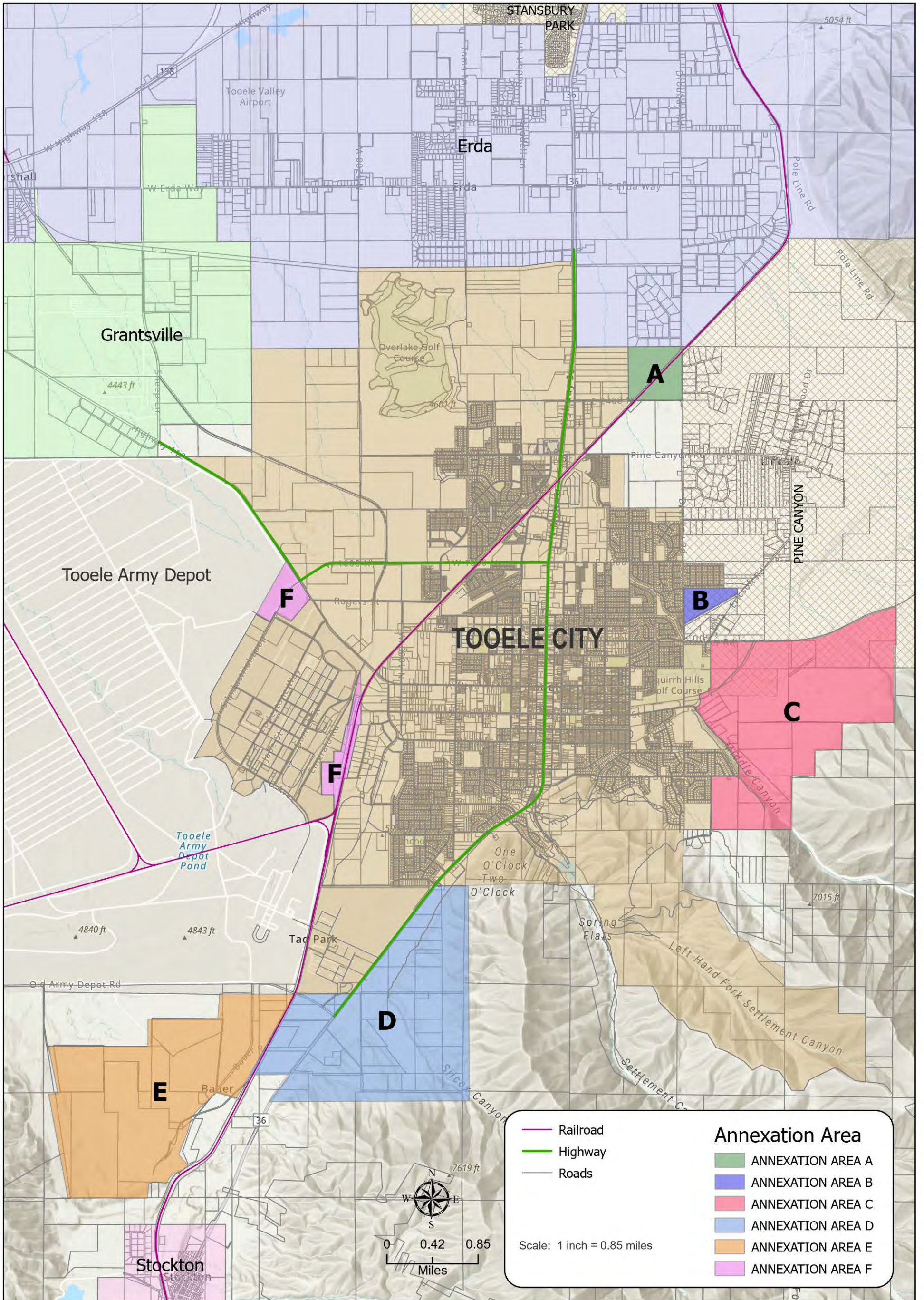
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Exhibit H

Annexation Policy Plan Mapping



**APPENDIX A
TOOELE CITY GENERAL PLAN
ANNEXATION POLICY PLAN**

DRAFTED JANUARY 19, 2024



Exhibit I

Recorder's Annexation Petition Certification

CERTIFICATION OF ANNEXATION PETITION

To: Debbie Winn, Tooele City Mayor
Tooele City Council
Howard Schmidt, Petition Contact Sponsor
Tooele County Council

Date: July 3, 2024

I, Michelle Y. Pitt, Tooele City Recorder, have received a copy of the attached Annexation Petition for the general address of 750 North Droubay Road, which was accepted for further consideration by Tooele City Resolution 2024-45, and have reviewed the same with Roger Baker, Tooele City Attorney. I hereby certify that the Petition meets the requirements of U.C.A. §10-2-403(3), (4), and (5).

A copy of this Certificate will be delivered to the above addresses as required by U.C.A. §10-2-405(2)(c).

Signed: 

Seal:



PETITION FOR ANNEXATION

Application Packet



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

Petition for Annexation Application Checklist

*Incomplete applications will not be accepted or held.
All required items shall be submitted to the City Recorder.*

Submission Requirements (see also Utah State Code Section 10-2-403)

- Application Fee Paid previously
- Completed Application Form
- Completed Record of Petitioned Properties. In order to constitute a complete and viable Petition, the Record of Petitioned Properties must contain the signatures of property owners that make up at least:
 - 50% of the land area included in the Petition for Annexation
 - 33% of the property value, according to the County Assessor's Office valuations, of all properties included in the Petition for Annexation
- A Statement of Proposed Intent for the properties contained within the area petitioned for annexation
- An Accurate Legal Description for the Complete Boundary of the proposed Annexation prepared by a Licensed Surveyor
 - It is *strongly* encouraged that the legal description be verified by the County Surveyor prior to submission to avoid unnecessary delays
- A paper copy of an accurate recordable map depicting the proposed area of annexation including at least the following:
 - It is *strongly* encouraged that the plat be submitted in paper form to be verified and approved as to form prior to submitting the petition to avoid unnecessary delays
 - A disk or thumb drive of all petition materials in digital format (original PDF) including AutoCAD format for the plat and all drawings
 - Certification by Date, Signature and Seal by the Engineer or Surveyor preparing the plat
 - Property Owner Certifications, including acknowledgement by a Notary Public for each
 - Proper Signature Blocks for each of the following:
 - The Tooele City Planning Commission, including signature lines for each Planning Commissioner voting in favor of the annexation
 - The Tooele City Council, including signature lines for each Planning Commissioner voting in favor of the annexation and a signature line for the City Recorder to attest the signatures of the City Council members
 - The Tooele City Attorney
 - The Tooele City Recorder certifying:
 - the date and time the plat was filed
 - the Ordinance number by which the City Council approved the plat and proposed annexation
 - the date of approval and certification by the City Council
 - The Tooele City Engineer
 - The Tooele City Community Development Department
 - County Recorder's Certification of Recording
- Notice of annexation petition sent to affected entities including:
 - A copy of the noticing sent to affected entities
 - A complete list of affected entities to which the notice was sent
 - Demonstration of the date on which the notices were sent to affected entities

*****Note:** According to Utah State Code Section 10-2-403(7) it is the sole responsibility of the Sponsor to submit a copy of the complete Petition for Annexation to the City and the County Clerk on the same calendar day.

Additional Information

With the City Council's adoption of a resolution accepting the Petition for Annexation for further consideration, as required by Utah State Code Section 10-2-405, the City Council may also require any of the following and/or any other information or study determined necessary for proper consideration of the Petition for Annexation for approval or denial.

_____ Feasibility Study of Impact to the existing public systems for each of the following:

- Water, including water rights, sources, storage, transmission, phasing, and master planning
- Sewer, including collection systems, transmission, treatment capacity, phasing, and master planning
- Transportation, including upgrades to existing infrastructure, new infrastructure, traffic control, phasing, and master planning
- Parks and Recreation, including levels of service, facility needs, phasing, and master planning
- Public Safety, including service area, response times, staffing and personnel levels, and facility and equipment needs and levels of services for police and fire protection services
- Storm Drain, including collection systems, transmission, detention/retention, phasing, and master planning
- Tax and Revenue, including impact fees generation, cost of services for annexation area, property and sales tax revenues from the annexation area, and full-time equivalent employee calculations for each department to provide city services to the annexation area

_____ Conceptual Development and Land Use Plans

_____ Annexation Agreement

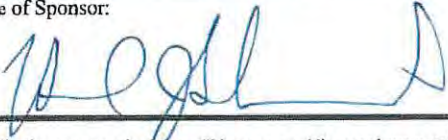
*****Note:** It is *strongly* recommended that applicants familiarize themselves with the procedures and requirements for consideration of a Petition for Annexation found in Utah State Code Section 10-2-400 et. seq. and Tooele City Code Chapter 7-24.

Petition for Annexation

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 pertinent plans and documents to be reviewed by the City in accordance with the terms of the Utah State Code and Tooele City Code. All submitted Petition for Annexation applications shall be reviewed in accordance with all applicable State and City ordinances and requirements, are subject to compliance reviews by various City departments, and may be returned to the applicant for revision if the plans are found to be inadequate or inconsistent with the requirements of the State Code and City Code. Application submission in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all checklist items be submitted well in advance of any anticipated deadlines.

Annexation Information			
Date of Submission: April 25, 2024	Total Acres: 61.16	Expansion Option Area:	
Project Name: Canyon Cove Development			
General Address: 750 North Droubay Road			
Current Use of Property: Vacant and horse boarding and pasture			
Sponsor: Howard Schmidt		Address: PO Box 95410	
Phone: 801-859-9449 or 801-706-4693	City: South Jordan	State: UT	Zip: 84095
Primary Phone Number:	Cell Number:	Email: howard@braemarco.com	
Signature of Sponsor: 		Date: 4/25/24	

*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, except as required by GRAMA.

** By submitting this application form to the City, the applicant acknowledges that the above list is not exclusive and under no circumstances waives any responsibility or obligation of the Applicant and of his Agents from full compliance with Utah State Code and City Master Plans, Codes, Rules and or Regulations.

***** NOTE *****

According to Utah State Code Section 10-2-403(7), it is the sole responsibility of the SPONSOR of a Petition For Annexation to deliver to the County Clerk a complete copy of the same petition to annex property on the same calendar day the petition is filed with the City.

For Office Use Only			
Fee: (213)	Received By:	Date Received:	Receipt #:

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH }
 }ss
COUNTY OF TOOELE }

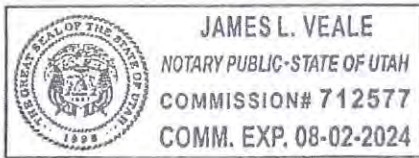
I/we, Howard J Schmitt, being duly sworn, depose and say that I/we am/are the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best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

[Signature]

(Property Owner)

(Property Owner)

Subscribed and sworn to me this 25 day of April, 2024



[Signature]

(Notary)
Residing in SALT LAKE County, Utah
My commission expires: 8/2/2024

AGENT AUTHORIZATION

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

(Property Owner)

(Property Owner)

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

(Notary)
Residing in _____ County, Utah
My commission expires: _____

NOTICE OF INTENT TO ANNEX

April 25, 2024

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ATTN: Marshall Buck Peck

North Tooele Fire District

Dear Marshall Peck,

We are hereby giving notice that it is the intention of the property owners of land located at the east side of Droubay Road at approximately 750 North to seek annexation into the boundaries of Tooele City.


Per state code all affected entities are to be notified.

In as much as this parcel (03-031-0-00014) is currently included in the service area of the North Tooele Fire District, we are giving you this notice. If you have any concerns or comments we would be happy to address them as the land owners at:

Tooele East LLC
ATTN Howard Schmidt
PO Box 95410
South Jordan UT 84095
801-859-9449

Or you may also contact

Andrew Aagard, Community Development Director for Tooele City.
90 No. Main
Tooele, UT 84074

Thank you for your consideration,

Howard Schmidt
Manager

Received

Signed

4/20/2024

Date

NOTICE OF INTENT TO ANNEX

April 25, 2024

]

ATTN: Andy Welch
Tooele County Manager
47 South Main
Tooele, UT 84074

Dear Mr. Welch,

We are hereby giving notice that it is the intention of the property owners of land located at the east side of Droubay Road at approximately 750 North to seek annexation into the boundaries of Tooele City.

Per state code all affected entities are to be notified.

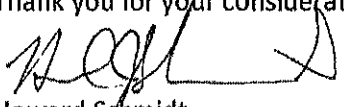
In as much as this parcel (03-031-0-00014) is currently included in Tooele County as an unincorporated parcel we are giving you this notice. If you have any concerns or comments we would be happy to address them as the land owners at:

Tooele East LLC
ATTN Howard Schmidt
PO Box 95410
South Jordan UT 84095
801-859-9449

Or you may also contact

Andrew Aagard, Community Development Director for Tooele City.
90 No. Main
Tooele, UT 84074

Thank you for your consideration,


Howard Schmidt
Manager

Received Jan A. Welch 4/26/24
Signed _____ Date _____
County Manager

NOTICE OF INTENT TO ANNEX

April 25, 2024

]

ATTN Mayor Debbie Winn

Dear Mayor Winn,

We are hereby giving notice that it is the intention of the property owners of land located at the east side of Droubay Road at approximately 750 North to seek annexation into the boundaries of Tooele City.

Per state code all affected entities are to be notified.


In as much as this parcel (03-031-0-00014) is currently included in Tooele County we are giving you this notice. If you have any concerns or comments we would be happy to address them as the land owners at:

Tooele East LLC
ATTN Howard Schmidt
PO Box 95410
South Jordan UT 84095
801-859-9449

Or you may also contact

Andrew Aagard, Community Development Director for Tooele City.
90 No. Main
Tooele, UT 84074

Thank you for your consideration,


Howard Schmidt
Manager

Received _____
Signed _____ Date _____

NOTICE OF INTENT TO ANNEX

April 25, 2024
Tooele County Board of Health
Attn: Jeff Coombs
151 No. Main
Tooele, UT 84074

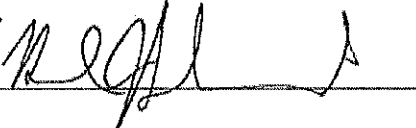
Dear Mr. Coombs,
We are hereby giving notice that it is the intention of the property owners of land located at the east side of Droubay Road at approximately 750 North to seek annexation into the boundaries of Tooele City.

Per state code all affected entities are to be notified. In as much as this parcel (03-031-0-00014) is currently included in Tooele Board of Health District, we are giving you this notice. If you have any concerns or comments we would be happy to address them as the land owners at:

Tooele East LLC
ATTN Howard Schmidt
PO Box 95410
South Jordan UT 84095
801-859-9449

Or you may also contact
Andrew Aagard, Community Development Director for Tooele City,
90 No. Main
Tooele, UT 84074

Thank you for your consideration,

Howard Schmidt
Manager


Date 4-29-24

Received 
Signed 4-29-24

NOTICE OF INTENT TO ANNEX

April 25, 2024

]

ATTN: Scott Bradshaw
Tooele Valley Mosquito Abatement Manager
Lakepoint, UT 84074

Dear Mr. Bradshaw,

We are hereby giving notice that it is the intention of the property owners of land located at the east side of Droubay Road at approximately 750 North to seek annexation into the boundaries of Tooele City.

Per state code all affected entities are to be notified.


In as much as this parcel (03-031-0-00014) is currently included in Tooele Valley Mosquito Abatement District we are giving you this notice. If you have any concerns or comments we would be happy to address them as the land owners at:


Tooele East LLC
ATTN Howard Schmidt
PO Box 95410
South Jordan UT 84095
801-859-9449

Or you may also contact

Andrew Aagard, Community Development Director for Tooele City.
90 No. Main
Tooele, UT 84074

Thank you for your consideration,


Howard Schmidt
Manager

Received  4/26/24
Signed Date

Total

11,188.47

11,188.47

1947 - COUNTY GENERAL - Total Rate: 0.000842
COUNTY GENERAL

977.82

1948 - SCHOOL BASIC LEVY - Total Rate: 0.001406
SCHOOL BASIC LEVY

1,832.18

1949 - MOSQUITO ABATEMENT DISTRICT - Total Rate: 0.000199
MOSQUITO ABATEMENT DISTRICT

231.01

1952 - NORTH TOOELE FIRE DIST. - Total Rate: 0.000581
NORTH TOOELE FIRE DIST.

698.07

1957 - SCHOOL LOCAL LEVY - Total Rate: 0.005561
SCHOOL LOCAL LEVY

6,555.62

1997A - CHARTER SCHOOL LEVY - Total Rate: 0.000075
CHARTER SCHOOL LEVY

97.82

1988 - MULTI-COUNTY ASSESSING-COLLECTING - Total Rate: 0.000015
MULTI-COUNTY ASSESS-COLLECT

17.41

1968 - COUNTY ASSESSING-COLLECTING - Total Rate: 0.000264
COUNTY ASSESS-COLLECT

206.47

1991 - TOOELE COUNTY TRANSPORTATION S&D - Total Rate: 0
TOOELE COUNTY TRANSPORTATION S&D

0.00

1994 - MUNICIPAL TYPE SERVICES - Total Rate: 0.000576
MUNICIPAL TYPE SERVICES

669.86

1926 - TOOELE COUNTY HEALTH DEPARTMENT - Total Rate: 0.000109
TOOELE COUNTY HEALTH DEPARTMENT

128.61

Total

11,188.47

11,188.47

Statement of Intended us for Canyon Springs Development

Canyon Springs is a proposed subdivision to be zoned in accordance with the surrounding area as R-7 zone which allows for 7000 square foot minimum lots sizes but in accordance with the input from the planning commission and city council we are limiting the development to 172 lots with an average size of 11,000 sq. ft. Some will be as large as ½ acre lots.

In addition, the developer has agreed to work with Tooele County to provide a trail boarding the annexation parcel to the south on the existing 100' UDOT right of way. Also, there will be trails from the subdivision accessing the new trail and some detention ponds along Drubay Road that will be landscaped to provide play areas for the residents and neighbors of the development.

Since there has recently been an annexation agreement penned by the city attorney and staff, approved by the required majority of the city council and agreed to by the developer, we would like to review that document and make it the framework to complete this annexation.

A handwritten signature in black ink, appearing to read "Hal Gilbert", is centered on the page below the text.

TOOELE CITY CORPORATION

RESOLUTION 2024-60

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING THE CANYON SPRINGS ANNEXATION AGREEMENT.

WHEREAS, by application dated April 25, 2024, petition sponsor Howard Schmidt (the "Petitioner"), filed with Tooele City an Annexation Application (aka "Petition") for the annexation of 61.16 acres of land (the Canyon Springs property) into Tooele City; and,

WHEREAS, on June 5, 2024, the City Council approved Resolution 2024-45, accepting the Petition for further consideration; and,

WHEREAS, Tooele City Code §7-24-3 requires every annexation to be preceded by an annexation agreement setting forth the terms and conditions governing the annexation; and,

WHEREAS, the proposed Canyon Springs Annexation Agreement is attached as Exhibit A; and,

WHEREAS, Section 1 of the proposed Annexation Agreement provides that it "shall take effect upon the City Council's approval by at least a two-thirds (2/3) majority vote of an ordinance annexing the Property into Tooele's corporate limits, and this Agreement **shall not take effect otherwise**" [emphasis added]:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Canyon Springs Annexation Agreement attached hereto as Exhibit A is hereby approved and that the Mayor is hereby authorized to sign the same following approval of the Canyon Springs annexation by ordinance.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2024.

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

Canyon Springs Annexation Agreement

Contact:
Tooele City Recorder
90 North Main
Tooele, UT 84074
(435) 843-2113

Affected Parcel(s): 03-032-0-0014

CANYON SPRINGS ANNEXATION AGREEMENT

TOOELE EAST LLC (“**Petitioner**”), a Utah limited liability company, and TOOELE CITY CORPORATION (“**Tooele**”), a Utah municipality and political subdivision of the State of Utah, and a Utah charter city (collectively the “**Parties**”), hereby make and enter into this Canyon Springs Annexation Agreement (“**Agreement**”) in connection with and to govern the annexation of the 61.16-acre Canyon Springs property (“**Property**”).

RECITALS

A. Petitioner owns the Property, which consists of approximately 61.16 contiguous acres of real property adjacent to and contiguous with Tooele (see illustration attached as **Exhibit A**).

B. Petitioner submitted a Petition for Annexation (“**Petition**”) on April 25, 2024, seeking annexation of the Property into Tooele.

C. Petitioner desires, and Tooele consents to, the annexation of the Property into Tooele’s corporate limits, subject to the terms and conditions of this Agreement.

D. The City Council of Tooele finds that the annexation: (i) will serve the best interests of Tooele and the welfare of its inhabitants; (ii) is consistent with Tooele’s Annexation Policy Plan; (iii) will not create islands or peninsulas of unincorporated territory; and, (iv) will not be annexed for the sole purpose of acquiring municipal revenue.

E. Petitioner plans, and Tooele desires, quality residential development upon the Property, while at the same time creating public benefits and amenities on, and associated with, the Property. Future development on the Property is referred to herein as **Canyon Springs**, irrespective of the final development name and configuration.

F. Tooele City Code (TCC) Section 7-24-3 requires an annexation agreement as a condition of every annexation approval, and Tooele desires to set forth Petitioner’s obligations concerning the annexation of the Property.

G. On June 5, 2024, the City Council of Tooele approved Resolution 2024-45, accepting the Petition for further consideration.

H. Petitioner has provided to Tooele, at Tooele’s request and at Petitioner’s cost, analyses of the impacts of Canyon Springs upon Tooele’s utility systems, including culinary water, sanitary sewer, storm water drainage, and fiscal and tax. The Tooele Administration has provided to the

City Council additional information.

I. On July 10, 2024, the Petition was presented to the Tooele Planning Commission, which recommended approval of the annexation by a vote of 5-2.

J. Tooele's approval of the annexation of the Property is the consideration for Petitioner's performance of the obligations set forth in this Agreement, and Tooele has no further obligations under this Agreement.

K. The City Council of Tooele, acting pursuant to its statutory authority under Utah law, with its authority as a Utah charter city, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, regulations, and policies, and, in the exercise of its legislative authority and discretion, has chosen to approve this Agreement.

AGREEMENT

Now, therefore, in consideration of the mutual covenants, conditions, and terms of this Agreement, as set forth herein, Petitioner and Tooele hereby agree as follows:

1. **Effective Date.** This Agreement shall take effect upon the City Council's approval by at least a two-thirds (2/3) majority vote of an ordinance annexing the Property into Tooele's corporate limits, and this Agreement shall not take effect otherwise. Tooele shall have no obligation in law or equity to sign the approved annexation plat until after Petitioner has executed this Agreement.
2. **Land Use and Zoning.** Upon completion of the annexation of the Property into Tooele, the Property will possess the MDR (medium density residential) land use designation and the R1-8 zoning designation, and Petitioner agrees to these designations.
3. **No Vested Rights.** This Agreement shall not confer upon any party or parcel any land use entitlements or vested rights.
4. **Dwelling Unit Cap.** The Canyon Springs development shall not exceed 172 dwelling units.
5. **Petitioner's Obligations.** Petitioner shall perform the following obligations in consideration for Tooele approving the annexation of the Property.
 - a. **Land Use Approvals.** Petitioner shall comply with all applicable Tooele laws and regulations, current as of the date of any complete land use application (e.g., subdivision), as a condition of land use approvals for the Property.
 - b. **Dedications.** Petitioner shall dedicate and convey to Tooele all public roads, public improvements, infrastructure easements, and access easements as are shown upon approved subdivision final plats, site plans, building permits, and construction drawings for land uses approved on the Property.

- c. **Water Rights.** Petitioner shall comply with TCC Chapter 7-26 regarding the conveyance of water rights for Canyon Springs, and agrees to the lawfulness of the water rights exaction. The water rights for a final subdivision shall be conveyed prior to approval of that final subdivision.
- d. **Culinary Water Improvements.** Petitioner shall construct and install, at Petitioner's cost, all culinary water project improvements and system improvements required by Tooele for all Canyon Springs land use approvals. Petitioner shall follow all the recommendations of that Memorandum re "Canyon Springs Annexation Drinking Water System Review" dated April 21, 2022, by Hansen Allen & Luce, Inc, attached as **Exhibit B**. Inasmuch as any system improvements necessary for Canyon Springs are not included in Tooele City's current water impact fee facilities plan or impact fee analysis, Petitioner shall not be eligible for, and shall have no right to receive, impact fee credits or reimbursements for the water system improvements.
- e. **Sanitary Sewer Improvements.** Petitioner shall construct and install, at Petitioner's cost, all sanitary sewer project improvements and system improvements required by Tooele for all Canyon Springs land use approvals. Petitioner shall follow all the recommendations of that Memorandum re "Canyon Springs Annexation – Wastewater Review" dated April 26, 2022, by Hansen Allen & Luce, Inc, attached as **Exhibit C** (including Project E-1 described more fully in Exhibit C). Petitioner shall not be eligible for, and shall have no right to receive, impact fee credits or reimbursements for the sewer system improvements.
- f. **Storm Water Improvements.** Petitioner shall construct and install, at Petitioner's cost, all storm water project improvements and system improvements required by Tooele for all Canyon Springs land use approvals. Petitioner shall follow all the recommendations of that Memorandum re "Canyon Springs – Drainage Review" dated April 21, 2022, by Hansen Allen & Luce, Inc, attached as **Exhibit D**. Notwithstanding the above, all storm water detention facilities shall be designed to be multi-functional, i.e., irrigated, landscaped, separated from Droubay Road for public safety, ready for multi-purpose storm water drainage and recreational uses, and approved in writing by both the Public Works Director and the Parks and Recreation Director of Tooele. Storm water detention facilities shall not be eligible for reimbursement or credit from parks and recreation impact fees, and Petitioner waives all rights it might otherwise have to parks and recreation impact fee reimbursements or credits for landscape and recreation facilities and improvements designed as part of the multi-functional storm water detention facilities.
- g. **Parks Facilities.** Petitioner shall not be required to construct any public park facilities in Canyon Springs. Canyon Springs building permits shall include the payment of park and recreation impact fees.
- h. **Parks Monetary Contribution.** Petitioner shall pay to Tooele a voluntary contribution in the sum of \$250,000 to be used by Tooele on park and recreation-related improvements and programs, in Tooele's sole discretion. This payment is part of the

consideration for the Property's annexation, does not address the specific parks and recreation impacts of Canyon Springs on the City, and shall not entitle Petitioner to a reimbursement or credit from parks and recreation impact fees paid with Canyon Springs building permits. Petitioner waives any right to impact fee credits for the park monetary contribution. Petitioner shall make the payment at the time of any final subdivision application submission to the City, in the amount of \$2,000 per subdivision lot, until fully paid.

- i. **Single-family Design Standards.** All Canyon Springs dwellings shall comply with Tooele's single-family design standards as codified in TCC Chapter 7-11b of the Tooele City Code, irrespective of the limitations in UCA 10-9a-530, each as amended. For the limited purpose of this Section 5.j., and for no other purpose, this Agreement shall be considered a development agreement, as defined in UCA 10-9a-103, as amended. In the alternative, Tooele and Petitioner may negotiate and execute an, separate from this Agreement, to adopt a different Canyon Springs single-family dwelling design standard. If an alternative design standard agreement has not been executed prior to Petitioner's land use application for a first final subdivision phase, then TCC Chapter 7-11b shall apply in perpetuity to Canyon Springs.
- j. **Dwelling Sizes.** Because Petitioner has represented Canyon Springs to be a "step up" or "move up" residential development project, Petitioner agrees that all dwellings shall have the following minimum above-ground floorplan of finished square-footage, not including the garage:

Lot Size (sq ft)	< 10,000	10,000 - 12,000	> 12,000
House Size (1 story)	1,400	1,500	1,600
House Size (2 stories)	1,800	2,000	2,200

- k. **Garages.** A minimum of 50% of the dwellings in Canyon Springs shall have a three-or-more-car garage of at least industry standard dimensions.
- l. **Public Safety Contribution.** As consideration for the annexation of the Property, Petitioner agrees to pay to Tooele a voluntary contribution of \$250,000 for public safety purposes, to be used in Tooele's sole discretion. Petitioner shall make the payment at the time of any final subdivision application submission to the City, in the amount of \$2,000 per subdivision lot, until fully paid.
- m. **Trail Improvements.** Petitioner shall enter into an agreement with Tooele County to pave a trail on County-owned property located immediately adjacent to the south Property line, beginning at the Droubay Road right-of-way and proceeding east to the eastern Property line. The pavement shall be to County specifications. Execution of the agreement by Petitioner shall be a condition precedent to Tooele obtaining from the State of Utah, and recording with the Tooele County Recorder, a Certificate of

annexation or boundary adjustment, and a local entity plat, for the Canyon Springs annexation.

6. **General Terms and Conditions.**

- a. **Binding Effect and Assignment.** Petitioner may convey all or part of the Property to one or more purchasers. Petitioner shall remain responsible for all Petitioner's obligations under this Agreement unless all of the obligations are assigned at one time to a third party. No assignment of this Agreement and its Petitioner obligations shall be valid without Tooele's prior written consent. Tooele shall not unreasonably withhold its consent after Petitioner demonstrates that the assignee possesses the financial means to fulfill all of Petitioner's obligations under this Agreement. Any assignment must be accomplished by an assumption and assignment agreement, upon which Tooele's consenting signature is necessary for effectiveness of the assignment.
- b. **State and Federal Law.** Petitioner agrees that the obligations imposed by this Agreement comply with local, state, and federal law. The Parties agree that if any provision of this Agreement should be or become, in its performance, non-compliant with state or federal law, or should be declared invalid by a court, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law or the order of the court, as the case may be, and the balance of this Agreement shall remain in full force and effect.
- c. **Recitals.** The above recitals are incorporated into and made a part of this Agreement.
- d. **Exhibits.** All Exhibits referred to herein are incorporated into and made a part of this Agreement.
- e. **Headings.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, interpretation, or construction of any of the terms and provisions of this Agreement or the intent hereof.
- f. **No Third-Party Rights.** This Agreement does not create any joint venture, partnership, joint undertaking, or joint business arrangement between Petitioner and Tooele. Notwithstanding the Trail provision in Section 5.i., above, this Agreement does not create any rights or benefits in or to third parties.
- g. **No Waiver.** The failure by Tooele to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon Petitioner's failure to perform thereof, shall not constitute a waiver by Tooele of any such failure to perform or of any other covenant, agreement, term, or condition.
- h. **Integration.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature.

- i. **Amendment.** This Agreement may be modified only by a subsequent writing duly executed and approved by the Parties hereto.
- j. **Mutual Participation in Document Preparation.** Each party has participated materially in the negotiation and preparation of this Agreement and any related items. In the event of a dispute concerning the interpretation of any provision of this Agreement or any related item, both Parties will be deemed to have jointly drafted this document, and the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.
- k. **Applicable Law.** Utah law shall govern this Agreement and its construction.
- l. **Venue.** Venue shall be the Third District Court, Tooele Department.
- m. **Court Costs and Attorneys Fees.** In the event of any legal action between the Parties, arising out of or related to this Agreement, the prevailing Party shall be entitled to recover costs and reasonable attorneys' fees.
- n. **Limitation of Remedies.** Petitioner's sole and exclusive remedy for any non-performance or breach of Tooele's express or implied covenants of this Agreement is declaratory relief construing this Agreement's rights and obligations and specific performance of this Agreement. Under no circumstances shall Tooele City Corporation or its agents be liable to Petitioner or Petitioner's successors-in-interest for any monetary damages, including, but not limited to, special, general, direct, indirect, delay, compensatory, expectancy, consequential, reliance, out-of-pocket, restitution, or other damages.
- o. **No Jury Trial.** To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under, or in connection with this Agreement.
- p. **Dispute Resolution.** Tooele and Petitioner recognize and agree that it is in their mutual interest to attempt to informally resolve any disputes that may arise with respect to the interpretation of this Agreement, including as it applies to future Canyon Springs land use applications. In furtherance of that mutual interest, the Parties agree to the following dispute resolution provisions.
 - i. Meet and Confer. In an attempt to resolve the issues or concerns in an expeditious and efficient manner, the Parties shall meet promptly after any Party makes a written objection to the other Party regarding any Party's performance under this Agreement.
 - ii. Non-Binding Mediation. If the Parties are unable to resolve a disagreement under the Meet and Confer provision, they shall appoint a mutually acceptable mediator with knowledge of the subject matter in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each appoint their own representative. These two appointees shall, between them, choose the single mediator. Petitioner

and Tooele shall each pay an equal portion of the fees of the chosen mediator. The chosen mediator shall review the positions of the Parties regarding the issues in dispute and promptly attempt to mediate the conflict. If the Parties are unable to reach agreement, the mediator shall notify the Parties in writing of the resolution that the mediator proposes. The mediator's proposal shall not be binding on the Parties.

- iii. All Rights Reserved. If resolution under the Non-binding Mediation provision fails or is rejected by any Party, the Parties may pursue any and all legal and equitable remedies available except as limited under this Agreement, including specifically the Limitation of Remedies provision in Section 6.o., above.
- q. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall either be delivered personally or by certified mail or express courier delivery to the parties at the following addresses:

Tooele City Corporation	Tooele East, LLC
Attention: Mayor	Attention: Howard Schmidt
90 North Main	9300 South Redwood Road
Tooele, UT 84074	West Jordan, UT 84088

A Party may change its address by giving written notice to the other Party in accordance with this provision.

- 7. **Binding Authority.** By executing this Agreement, the signatories represent and affirm that they are authorized so to do, and that their respective signatures shall have binding force upon them and upon the Parties represented by each.
- 8. **Recordation.** This Agreement shall be recorded in the office of the Tooele County Recorder.

(Signature page follows.)

SIGNED:

TOOELE CITY CORPORATION

TOOELE EAST LLC

Debra E. Winn, Mayor

Howard Schmidt, Managing Member

ATTEST:

APPROVED AS TO FORM

City Recorder

City Attorney

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Debra E. Winn, who did affirm to me that she is the Mayor of Tooele City Corporation and that she did execute the foregoing Annexation Agreement with due authority on behalf of Tooele City Corporation this ____ day of _____, 2022.

Notary Public
Residing in Tooele County, Utah

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Howard Schmidt, who did affirm to me that he is the Managing Member of Tooele East LLC, and that he did execute the foregoing Annexation Agreement on behalf of Tooele East LLC with due authority this ____ day of _____, 2022.

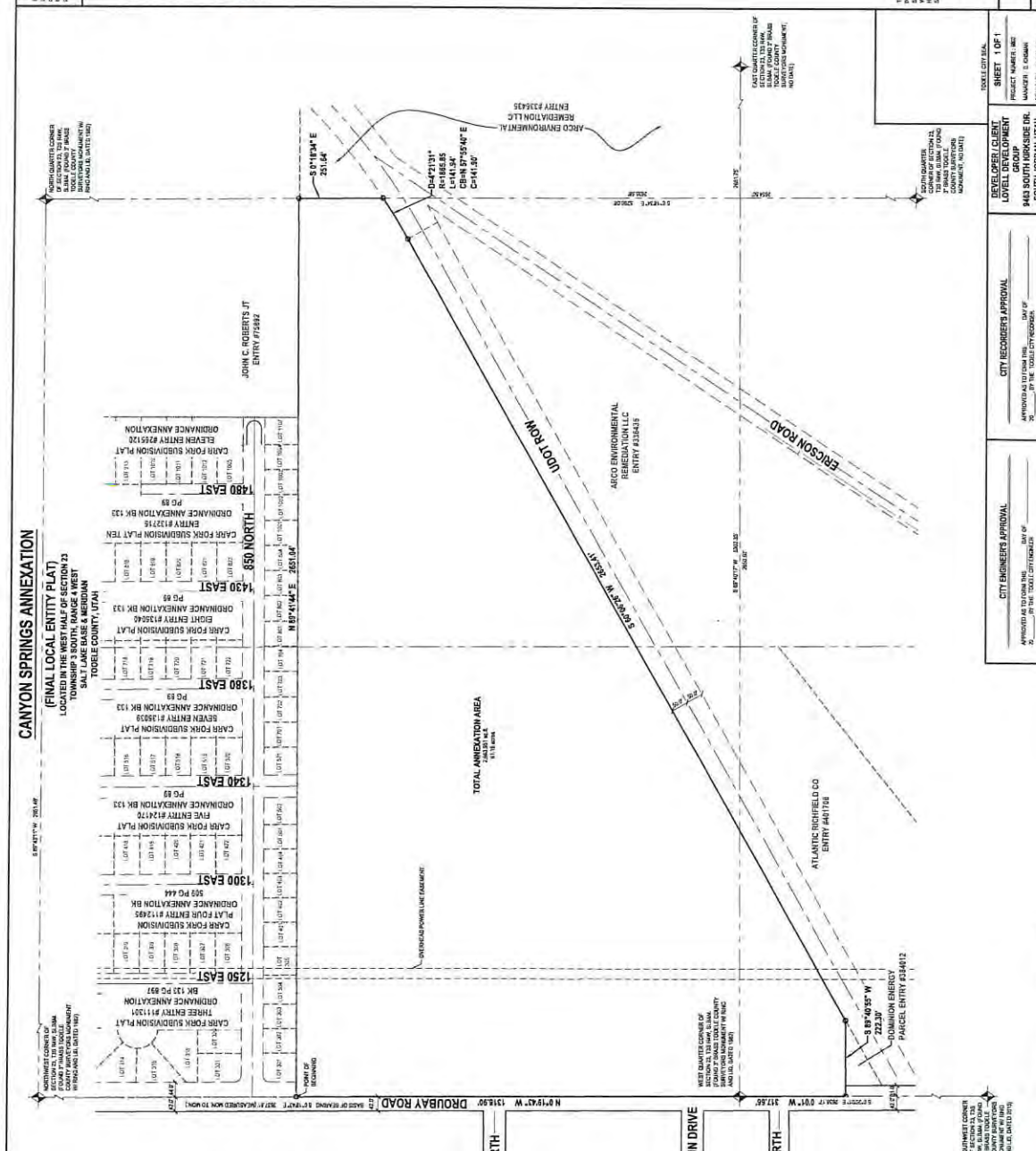
Notary Public
Residing in Tooele County, Utah

Exhibit A

Illustration of the Property

BUSINESS CERTIFICATE
 I, the undersigned, being duly qualified, do hereby certify that the above described project is in compliance with the provisions of the Utah State and Local Laws and that the project is in compliance with the provisions of the Utah State and Local Laws and that the project is in compliance with the provisions of the Utah State and Local Laws.

BOUNDARY DESCRIPTION
 A portion of the land shown on the map of Section 23, Township 3 South, Range 4 West, Salt Lake County, Utah, is hereby described as follows: ...



LEGEND
 ANNEXATION BOUNDARY
 EXISTING EASEMENT
 EXISTING EASEMENT
 EXISTING EASEMENT
 EXISTING EASEMENT

HORIZONTAL GRAPHIC SCALE
 1" = 100'

CITY COUNCIL APPROVAL
 APPROVED AS TO FORM AND CONTENT BY THE CITY COUNCIL ON _____ DAY OF _____, 2004.

ACCEPTANCE BY LEGISLATIVE BODY
 I, the undersigned, being duly qualified, do hereby certify that the above described project is in compliance with the provisions of the Utah State and Local Laws and that the project is in compliance with the provisions of the Utah State and Local Laws.

DEVELOPER / CLIENT
 ASICO ENVIRONMENTAL REGENERATION LLC
 440 S. 500 E. SUITE 200
 SOUTH JORDAN, UTAH 84099
 CONTACT: BETTI LORELL
 PHONE: 801-224-0000

CITY ENGINEERS APPROVAL
 APPROVED AS TO FORM AND CONTENT BY THE CITY ENGINEERS ON _____ DAY OF _____, 2004.

CITY ATTORNEYS APPROVAL
 APPROVED AS TO FORM AND CONTENT BY THE CITY ATTORNEYS ON _____ DAY OF _____, 2004.

CITY PLANNING COMMISSION APPROVAL
 APPROVED AS TO FORM AND CONTENT BY THE CITY PLANNING COMMISSION ON _____ DAY OF _____, 2004.

CITY COUNCIL APPROVAL
 APPROVED AS TO FORM AND CONTENT BY THE CITY COUNCIL ON _____ DAY OF _____, 2004.

COMMUNITY DEVELOPMENT APPROVAL
 APPROVED AS TO FORM AND CONTENT BY THE COMMUNITY DEVELOPMENT ON _____ DAY OF _____, 2004.

ENGIN
 ENGINEERS

TOOELE COUNTY RECORDER
 TOOELE COUNTY RECORDER

Exhibit B

Drinking Water System Review and Highlighted Recommendations

DATE: April 21, 2022

TO: Paul Hansen, P.E.
Tooele City Engineer
90 North Main
Tooele, Utah 84047

FROM: Katie Gibson Jacobsen, P.E.
Benjamin D. Miner, P.E.
Hansen, Allen & Luce, Inc. (HAL)
859 W. South Jordan Pkwy. Ste. 200
South Jordan, UT 84095

SUBJECT: Canyon Springs Annexation
Drinking Water System Review

PROJECT NO.: 149.08.148



INTRODUCTION

As requested, HAL has performed a review of the effects that the proposed Canyon Springs Annexation will have on the City's public water system. This includes a hydraulic modeling analysis of the proposed drinking water infrastructure for the development. The development is located at approximately 600 North to 840 North, east of Droubay Road in Tooele. The analysis assumes that the development density will be the same as a development layout provided to HAL by Tooele City. This analysis is based on the Utah Division of Drinking Water requirements and the criteria included in the Tooele City Drinking Water System Master Plan dated May 2021 (Master Plan).

This analysis includes a discussion of the effects of the proposed development on the existing system, as well as a discussion of the effects of adding this development to the future scenarios of the master plan.

DRINKING WATER SYSTEM

The Canyon Springs Annexation development is located between 600 North and 840 North east of Droubay Road in Tooele, Utah. The development includes 172 single family residential lots and covers approximately 60 acres. Figure 1 shows a schematic of the existing drinking water pipelines and our assumption of development pipelines. The development will likely propose constructing 8-inch diameter water lines along development streets.

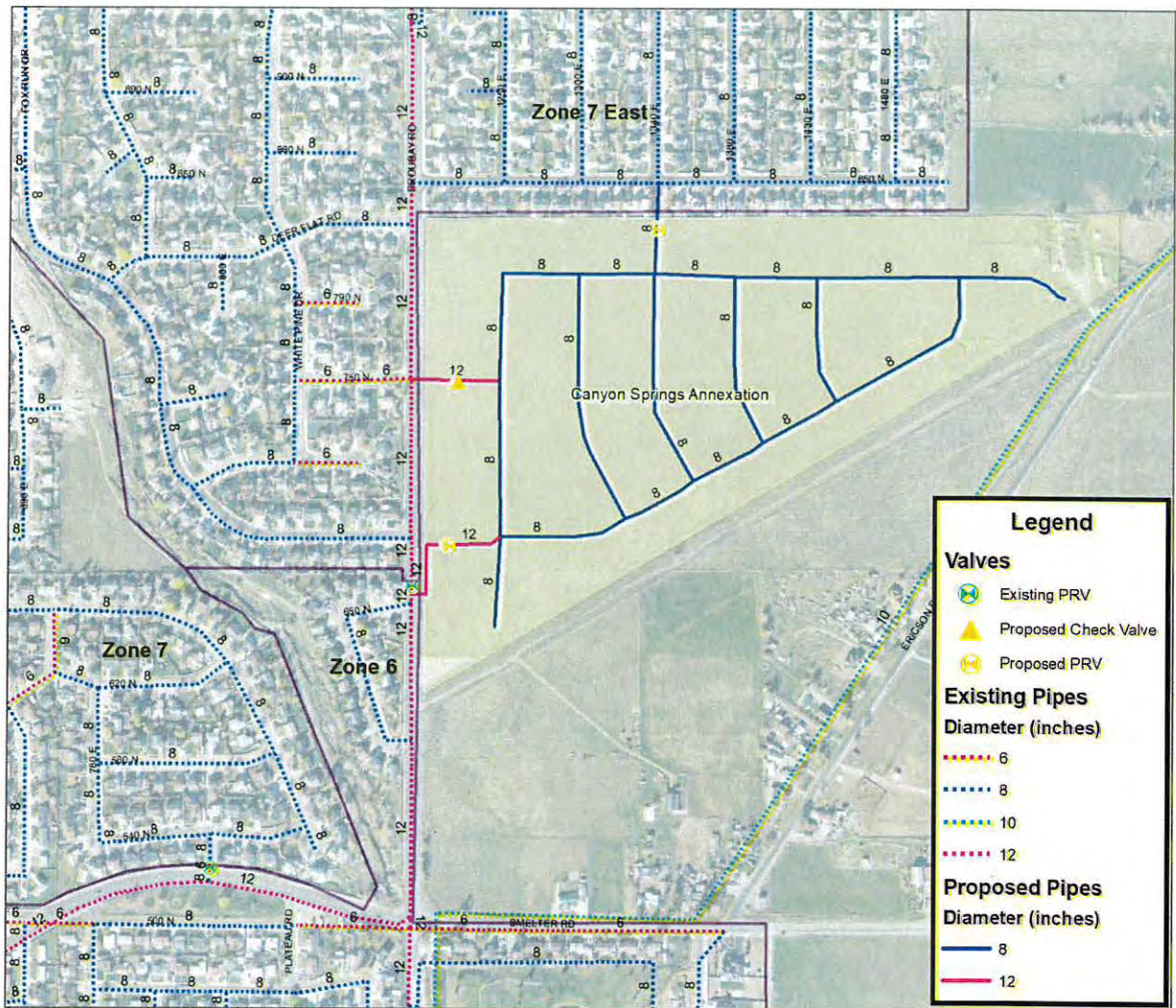


FIGURE 1: DEVELOPMENT LOCATION AND DRINKING WATER SYSTEM PIPE SIZE

Estimated Water Demand

Peak day water demand for the development was calculated using the Level of Service from the Master Plan and data currently available for the proposed development. Estimated indoor and outdoor irrigation demands are calculated as shown in Table 1.

TABLE 1: DRINKING WATER PEAK DAY DEMAND AND STORAGE VOLUME FOR DEVELOPMENT

Development	Units	ERCs	Source/Peak Day Demand¹ (gpm)	Storage² (gal)
Canyon Springs Annexation	172	172	153	93,300

1. Well Source Level of Service is 1,280 gpd per ERC (Tooele City Drinking Water Master Plan, 2021). A peaking factor of 1.75 was multiplied by the peak day demand to get the peak Instantaneous demand.
2. The water storage Level of Service is 542 gallons per ERC (Tooele City Drinking Water Master Plan).

Source and Storage

The effects of the Canyon Springs annexation on source and storage were evaluated for the existing system and for the future scenario as described in the Master Plan. Demands for the Canyon Springs annexation area were not included in the Master Plan because they were outside the city boundary. This analysis includes adding these demands to the Master Plan scenarios.

Source and Storage – Existing System

Based on the City’s source demand Level of Service of 1,280 gallons per day per ERC, the proposed development will require 153 gpm source capacity, as shown in Table 1. Currently, the City’s total reliable source capacity is about 11,730 gpm. Existing demand for constructed development at the time of the 2020 Master Plan is estimated to be 11,600 gpm. With approved development included, the total City peak day demand is estimated to be 13,820 gpm, once all the approved development is constructed.

Based on the City’s storage Level of Service of 542 gallons of storage per ERC, the proposed development will require 93,300 gallons of equalization storage, as shown in Table 1. Currently, the City’s total storage capacity is 14.3 million gallons (MG). The required storage for existing development at the time of the 2020 Master Plan, including storage for fire flow and emergency, is estimated to be 8.9 MG. With approved development included, the required storage is estimated to be 10.3 MG.

A summary of the anticipated demands and storage requirements, including the proposed Canyon Springs Annexation development, is included in Table 2 below.

TABLE 2: CITY WATER SOURCE AND STORAGE SUMMARY

Description	ERCs		Source Demand (gpm)		Storage Required (MG)	
	This Item	Cumulative	This Item	Cumulative	This Item	Cumulative
2021 Master Plan	13,960	13,960	11,600	11,600	8.93	8.93
Approved Development	2,500	16,460	2,220	13,820	1.34	10.27
Canyon Springs Annexation	172	16,632	153	13,973	93,300 gal	10.36
Estimated City Capacity	-	-	-	11,730	-	14.27
Potential Excess (+) or Deficit (-)	-	-	-	-2,243 ¹ gpm	-	3.91 MG

Note 1 – This does not include the new wells under construction. See discussion below.

It may be observed in Table 2 that the predicted demand may exceed the available source capacity during peak demand periods if all approved development is constructed. The City anticipates completing production wells at Red Delpapa Park (Park well) and near 1500 North Berra Boulevard (Berra well) in the next few months. These wells are anticipated to produce at least 1,000 gpm and 1,500 gpm respectively, which would be enough to eliminate the estimated source deficit and provide a small reserve of about 250 gpm. The City can determine whether to allot this reserve to the Canyon Springs development or preserve it for development within the City. Additionally, the City may wish to preserve source capacity for redundancy in case any wells are out of service.

It is anticipated that adequate storage exists in the City's system for the proposed development.

Source and Storage – Master Plan Capital Facility Projects

The Master Plan indicates that after the Park well and Berra well are constructed, the next three wells are anticipated to provide at least 1,000 gpm each and need to be constructed as shown in Table 3.

TABLE 3: MASTER PLAN CAPITAL FACILITY PROJECTS – SOURCE

Project	Description	ERCs When Required
53-55	East A Well and 12-inch Transmission	15,081
56-57	East C Well and 12-inch Transmission	15,828
58-61	West A Well and 16-inch Transmission	16,950

As shown in Table 2 and Table 3 and based on the number of ERCs projected in the Master Plan the City should construct at least two additional wells beyond the Park Well and Berra Well as soon as possible. Transmission to bring water from these wells to the City is associated with each well, and also needs to be completed. As discussed previously, after adding the Park well and

Berra well to the system, there will be a remaining source capacity of approximately 250 gpm. The next well is needed because the 250 gpm remaining capacity provides very little redundancy or capacity for additional growth. Additionally, it will likely take several years to bring a well online.

The Master Plan indicates two wells are needed to provide full redundancy if the largest well is out of service. After construction of the Park and Berra wells, the Berra well is anticipated to be the largest well in the City system, providing 1,500 gpm. Without the Berra well available, reliable source capacity would be 12,730 gpm. As shown in Table 2, the source demand with the Canyon Springs annexation is 13,973 gpm. Assuming the largest well out of service, one additional well would likely increase the reliable capacity to approximately 13,730 gpm, and two wells would be required to provide the required source demand with a reasonable level of redundancy.

No storage projects are required by the Master Plan to accommodate the Canyon Springs annexation area in the near term.

Source and Storage – Additions to Master Plan System

The Canyon Springs annexation area was not included in the 2021 Master Plan. Adding the development will require additional source beyond what is shown in the Master Plan for the level of growth anticipated by 2060. The Master Plan identifies sources east of and south of Tooele City, potentially as far away as Vernon. Adding the annexation area will expedite the need for these sources, but will not require the identification of new sources.

The Master Plan identified a deficit of 0.1 MG storage at the level of growth anticipated by 2060. Adding the annexation area increases this deficit to 0.2 MG. This deficit will be remedied with the construction of the Berra well operational storage tank and other operational storage tanks discussed in the Master Plan.

Transmission

Tooele City maintains a water network computer model so that the system performance, including transmission capacity, can be evaluated. The proposed development was added to the model so that the effects of the development on the City system could be assessed.

Pressure Zone

The proposed Canyon Springs annexation would be served by the water line along Droubay Road. The pressure zone boundary between Zone 6 and Zone 7 is located at a pressure reducing valve (PRV) located at approximately 660 North Droubay Road. The southern point of the annexation area is adjacent to Zone 6 (higher pressure), and the remainder of the annexation area is adjacent to Zone 7 (lower pressure). Pressure zone boundaries are shown on Figure 1.

The model was used to evaluate which zone is most appropriate for the annexation area. If the development is included in Zone 7, pressures within the development will be insufficient to meet

City and Division of Drinking Water requirements. The development must be constructed as part of Zone 6. This requires constructing a 12-inch waterline to serve the development from upstream (south of) the 660 North Droubay Road PRV. A second PRV must be constructed exiting the development at the connection with the adjacent Carr Fork subdivision (1340 East 800 North). This will allow circulation through the proposed development. An additional 12-inch waterline connection must be constructed from the Zone 7 portion of Droubay Road into the development at 750 North. This connection will serve as a backup supply of water into the proposed development in the case of total loss of use of the primary 12-inch supply line. This waterline must include a check valve to prevent water from leaking through the development from the higher-pressure Zone 6 to Droubay Road. These features are shown on Figure 1.

Master Plan Capital Facility Projects

The master plan projects are shown in Figure 7-1 of the Master Plan. This figure is included in the appendix. The Master Plan indicates these projects should be constructed when the City reaches the number of ERCs shown in Table 4. Including all existing development, approved development, and the Canyon Springs annexation, the City is predicted to have a total of 16,632 ERCs.

TABLE 4: MASTER PLAN CAPITAL FACILITY PROJECTS – TRANSMISSION

Master Plan Project	Description	ERCs When Required
24	12-inch Tank 4 fill line from Canyon Rim line	14,706
25	Control valves on Tank 4 fill line	14,706
26	12-inch Outlet from Tank 4 to Skyline Drive, 980 LF	14,706
27	8-inch Waterline, 7 th Street, Skyline Drive to Vine Street, 2970 LF	14,706
28	10-inch Waterline, 7 th Street, Birch Street to Oquirrh Street, 130 LF	14,706
53-55	East A Well and 12-inch Transmission (~3 miles)	15,081
56-57	East C Well and 12-inch Transmission (~1 mile)	15,828
29	10-inch Waterline, Droubay Road, 280 North to 670 North, 3030 LF	16,575
30	8-inch Waterline, Parallel to Droubay Road, Valley View Drive to Fox Run Drive, 1500 LF	16,575
58-61	West A Well and 16-inch Transmission (~5 miles)	16,950

Master Plan Project 29 is shown as a 10-inch diameter waterline on Droubay Road from just south of Oquirrh Avenue to Fox Run Drive (670 North). This 10-inch waterline size is intended to be constructed in addition to the existing 12-inch waterline on Droubay Road. Rather than constructing parallel waterlines, a new 18-inch waterline would be constructed to replace the existing 12-inch waterline and planned 10-inch waterline. Master Plan Project 29 (18-inch waterline) should be constructed along the frontage of the proposed annexation area.

Master Plan Project 30 is an 8-inch waterline connecting portions of Zone 7 and is located adjacent to the proposed annexation area. A tee for this 8-inch waterline should be constructed as part of the work on Master Plan Project 29 in Droubay Road.

Master Plan Projects 24 through 28 are necessary to allow transmission of water from the City's tanks to Zone 6, Zone 7, and continuing northerly.

Master Plan Projects 53, 56, and 58 are three new wells with their associated transmission waterlines.

Model Results for the Proposed Development

Peak instantaneous minimum and maximum pressures within the development are shown in Table 5, Figure 2, and Figure 3. There is little expected pressure variation between the peak day and peak instantaneous conditions within the Canyon Springs development because the area is controlled by PRVs.

No fire suppression requirement was provided to HAL. The model predicts that the water system is capable of providing 2,400 gpm for fire suppression while maintaining a pressure of 20 psi throughout the system. To achieve this flowrate, several hydrants would be required.

**TABLE 5: DRINKING WATER HYDRAULIC MODELING RESULTS
WITHIN THE PROPOSED DEVELOPMENT**

Condition	Pressure	
	Minimum	Maximum
Peak Day	72 psi	91 psi
Peak Instantaneous	72 psi	91 psi
Diurnal Pressure Variation	0 psi	
Fire Suppression Flow	2,400 gpm	

The proposed drinking water piping meets the criteria set by the Utah Division of Drinking Water and Tooele City for minimum pressures.

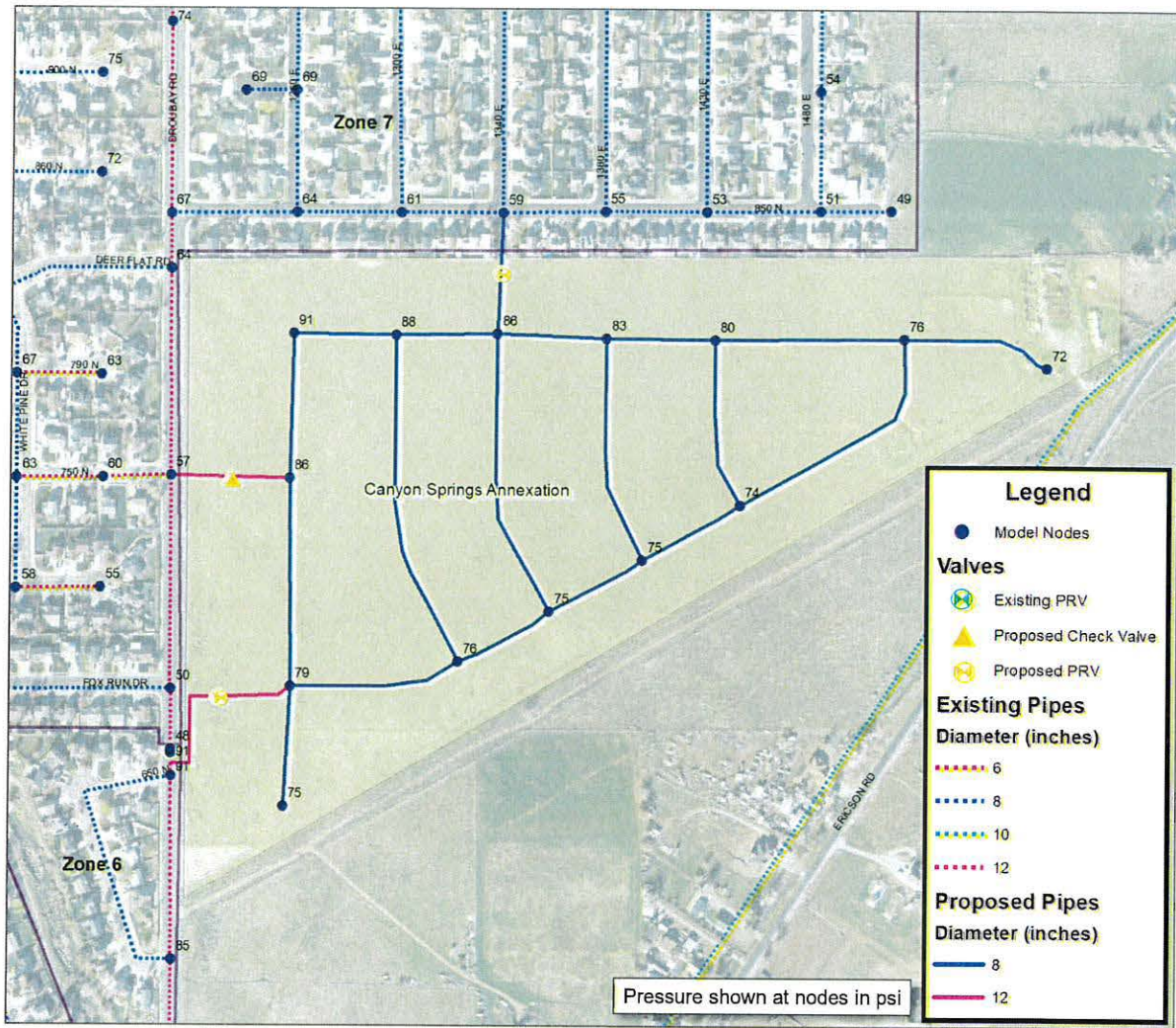


FIGURE 2: DRINKING WATER SYSTEM PEAK DAY PRESSURE

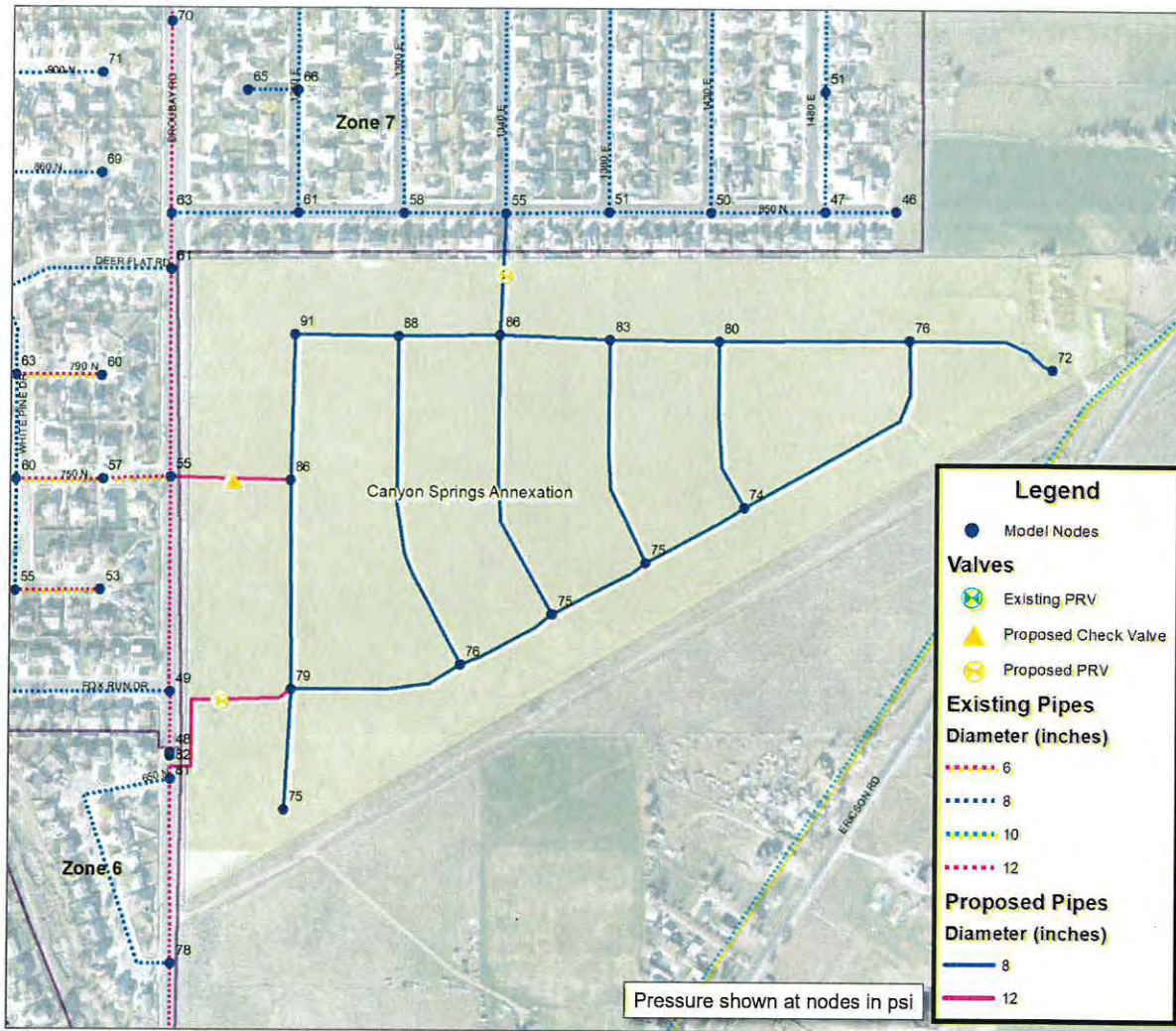


FIGURE 3: DRINKING WATER SYSTEM PEAK INSTANTANEOUS PRESSURE

EFFECTS OF THE PROPOSED DEVELOPMENT ON THE EXISTING SYSTEM

The drinking water model was used to evaluate effects on the existing system from the new development. Existing locations with modeled minimum pressures below 50 psi were evaluated to determine if construction of the new development will reduce pressure at these locations. The model predicts that adding the new development will cause decreases of 0-1 psi at these locations, and did not result in any service connection in the existing system not meeting the minimum pressures specified in UAC rule R309-105-9, including:

- 20 psi during conditions of fire flow and fire demand experienced during peak day demand;
- 30 psi during peak instantaneous demand; and
- 40 psi during peak day demand.

Existing locations with predicted available fire flow below 1,500 gpm were also evaluated. Available fire flow at these locations did not drop more than 0-5 gpm when the new development was added. The hydraulic analysis predicts that the proposed development will not adversely impact the existing system.

CONCLUSIONS AND RECOMMENDATIONS

- After the Park well and Berra well are completed and connected into the drinking water system, the City will have sufficient source capacity to provide peak day demand, but the remaining capacity is very small and does not provide full redundancy in the event a well is out of service. The City should continue efforts to pursue new sources of water immediately. If the proposed Canyon Springs annexation is approved, it will consume most of the available source capacity. This may prevent developments within the City boundaries from being approved in the near future.
- The development is expected to cause small reductions in pressure and available fire flow in the existing drinking water system; however, the system will continue to meet the criteria set by the Utah Division of Drinking Water and Tooele City. The model predicts that after completion of the Park well and Berra well, the system can supply 2,400 gpm for fire suppression within the Canyon Springs development.
- **The proposed Canyon Springs annexation area must be served from Pressure Zone 6 (higher pressure). This requires constructing a 12-inch waterline from upstream (south of) the 660 North Droubay Road PRV into the Canyon Springs development. A second PRV is required exiting the development at 1340 East 800 North. An additional backup 12-inch waterline connection must be constructed from Pressure Zone 7 (lower pressure) into the development at 750 North and must include a check valve.**
- The analysis demonstrates there will be adequate storage available to support the Canyon Springs development.

Exhibit C

Wastewater Review and Highlighted Recommendations (Including Project E-1 from Wastewater Collection System Master Plan)

MEMORANDUM

DATE: April 26, 2022

TO: Mr. Paul Hansen, P.E.
Tooele City Engineer
90 North Main
Tooele, Utah 84047

FROM: Benjamin D. Miner, P.E.
Jason Biesinger, Project Analyst
Hansen, Allen & Luce, Inc. (HAL)
859 W. South Jordan Pkwy. Ste. 200
South Jordan, UT 84095

SUBJECT: Canyon Springs Annexation - Wastewater Review

PROJECT NO.: 149.08.148



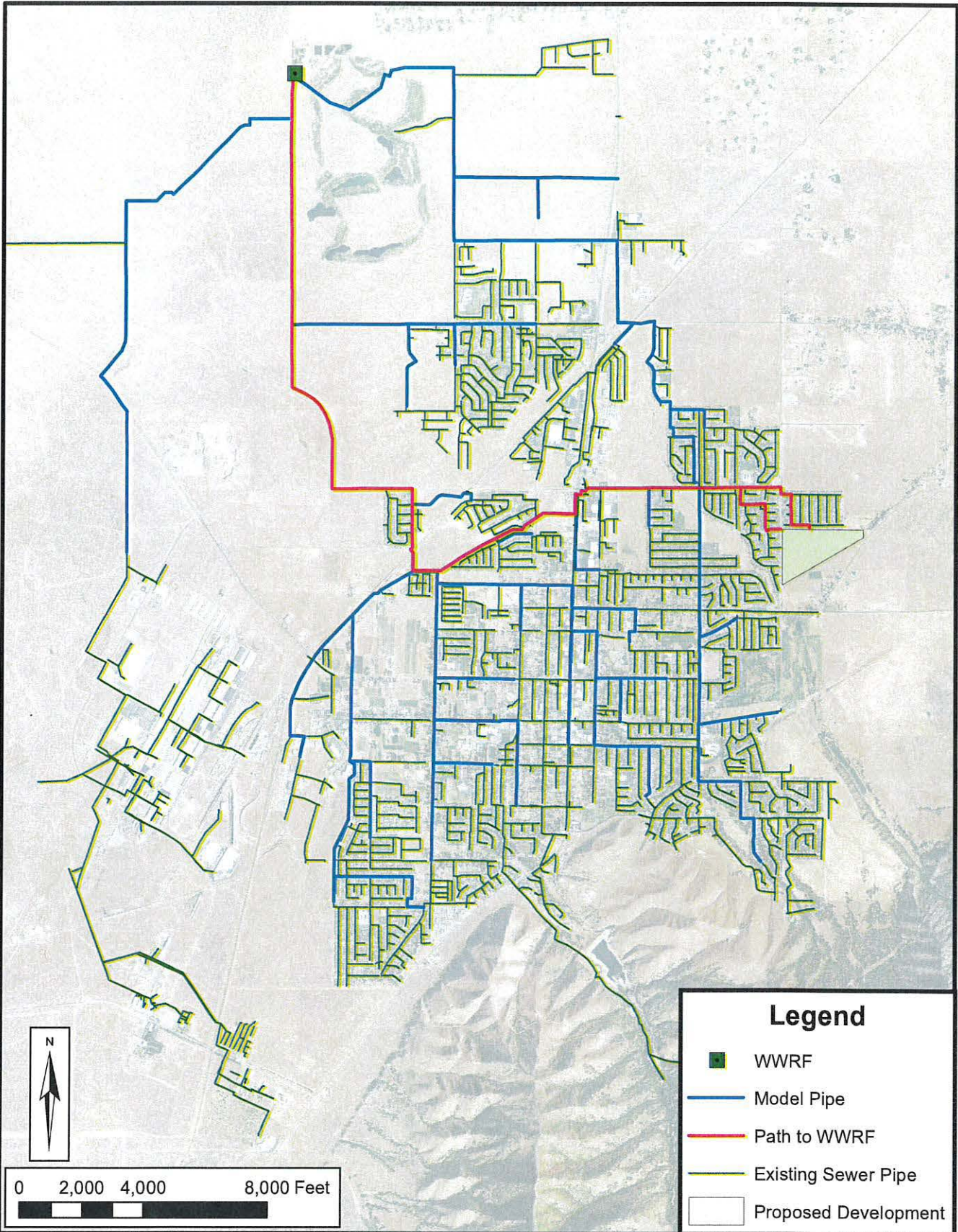
INTRODUCTION

As requested, HAL has performed a review of the effects of the proposed Canyon Springs Annexation on the City's public wastewater collection system. This includes a hydraulic modeling analysis of the proposed wastewater collection infrastructure for the development. The development is located at approximately 600 North to 840 North, east of Droubay Road in Tooele. The analysis assumes that the development density will be the same as a development layout provided to HAL by Tooele City. This analysis has considered the Utah Division of Water Quality (DWQ) requirements and predicted wastewater flow rates that have been identified as part of the on-going wastewater master plan study.

WASTEWATER SYSTEM

The Canyon Springs Annexation development is located at approximately 750 N and Droubay Road in Tooele, Utah, and will include 172 residential lots. Figure 1 shows a schematic map of the existing wastewater system in the vicinity of the proposed development. It is anticipated that the development will connect to existing 8-inch gravity lines on the northern and western boundaries of the proposed subdivision.

Date: 4/21/2022
Document Path: H:\Projects\149 - Tooele City\08.148 - Canyon Springs - Annexation\GIS\Figure 1 - Existing System.mxd



**Tooele City - Canyon Springs Annexation
Existing Wastewater Collection System**

**FIGURE
1**

ESTIMATED WASTEWATER GENERATION

Wastewater generation for the development was estimated based on data currently available for the proposed development. Estimates assume an average wastewater flow of 170 gpd/ERU for average daily flow. This value is peaked by 1.55 in the model analysis. Estimated wastewater production is provided in Table 1.

TABLE 1: EXISTIMATED WASTEWATER PRODUCTION FOR CANYON SPRINGS

Development	Units	ERUs	Daily Flow / ERU (gpd)	Average Daily Sewer Generation (gpd)	Average Daily Sewer Generation (gpm)
Canyon Springs Annexation	172	172	170	29,240	20.3

WASTEWATER COLLECTION SYSTEM MODELING

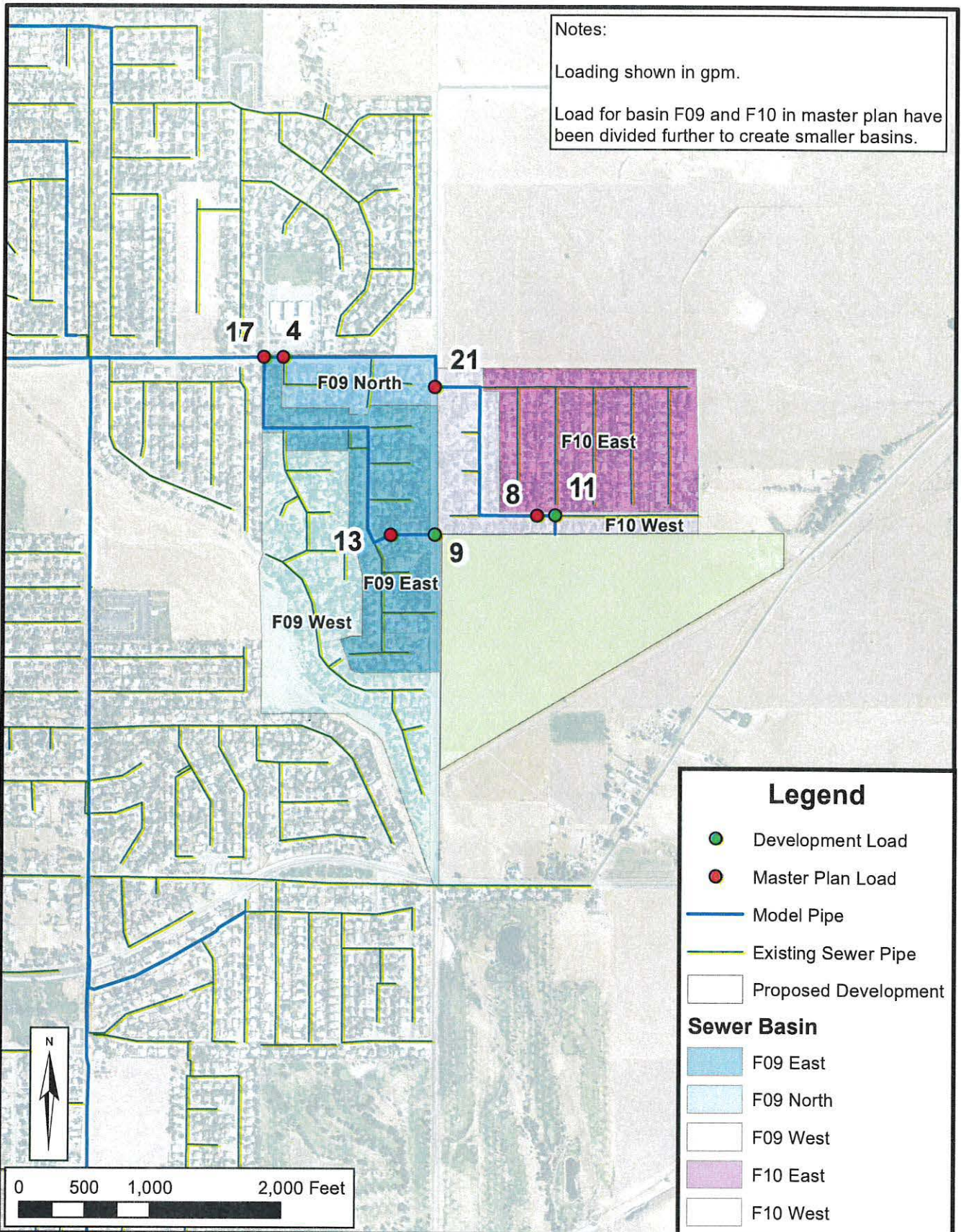
The capacity of the wastewater collection system was analyzed in comparison with the anticipated flows to predict whether the system has capacity to accommodate new flows from the Canyon Springs Development. The analysis was performed using the hydraulic computer model that has been prepared for the wastewater collection system master plan that is on-going. The Canyon Springs Development is located in an area of the City where the sewers were not included in the hydraulic model. The model was updated to include the Canyon Springs Development. This included collecting survey data for key manholes, which allowed flowline and rim elevations to be added to the model. Model flows from the master plan were adjusted to account for the new development. The model loading locations and values for Canyon Springs are provided on Figure 2.

Detailed sewer design information has not be provided for sewers within the development. Once the project moves forward, it is expected that the developer's design engineer will design the sewers with adequate capacity. It is expected that 8" diameter pipes will be adequate. This should be confirmed by the design engineer.

Criteria

The criteria used to determine when a sewer has reached capacity is based on recommendations and standards from the American Society of Civil Engineers (ASCE). These standards recommend that a sewer 12-inches in diameter or smaller has reached maximum capacity when the depth of wastewater divided by the pipe diameter (d/D) has exceeded 0.5, or is half full. For pipes with a larger diameter, the maximum capacity is defined as d/D in excess of 0.75, or is three-quarters full.

Notes:
 Loading shown in gpm.
 Load for basin F09 and F10 in master plan have been divided further to create smaller basins.



Date: 4/21/2022
 Document Path: H:\Projects\149 - Tooele City\08.148 - Canyon Springs - Annexation\GIS\Figure 2 - Model Loading.mxd



Tooele City - Canyon Springs Annexation
 Hydraulic Model Loading Locations

FIGURE
 2

Calibration and Verification

The hydraulic model that was developed during the wastewater collection system master plan was calibrated with flow monitoring records available at the time. That model was updated to reflect the proposed development. No new specific calibration has been provided with this analysis. If further site-specific calibration is desired, additional flow monitoring can be provided upon request. That flow data could then be used to calibrate and verify model results.

IMPACTS TO EXISTING SYSTEM

The master plan identifies an existing deficiency downstream of the proposed development near the intersection of 1000 North and Main Street. This is shown in Figure 3. While the wastewater generated by the proposed development does not cause the deficiency, if improvements are not made to the sewer, the proposed development would further worsen the deficient flow condition. It is recommended that the City proceed with additional detailed study of the deficiency to confirm the results, and that the City proceed with improvements if needed.

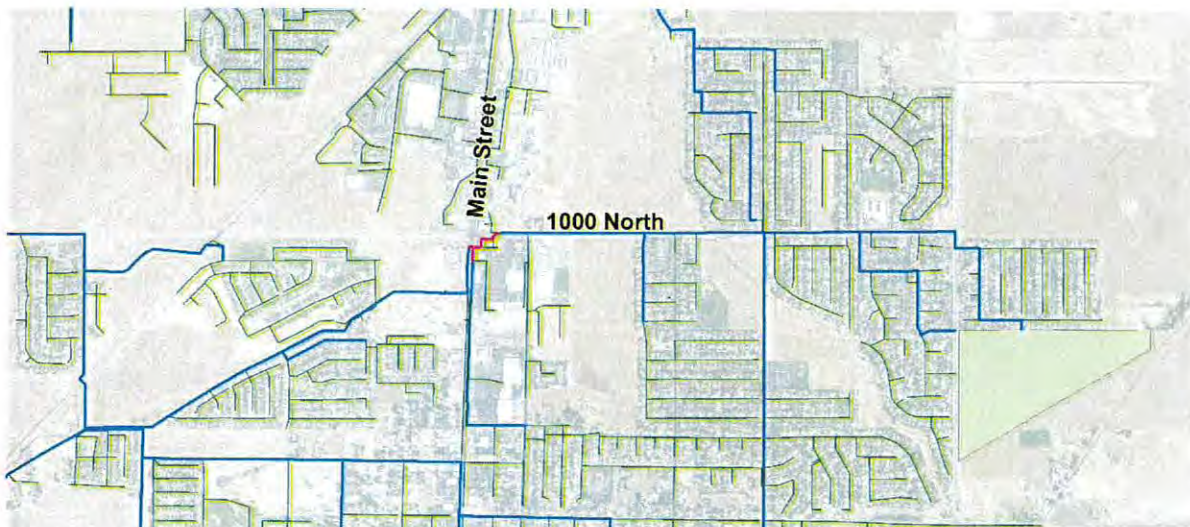


FIGURE 3: EXISTING RECOMMENDED IMPROVEMENTS

The proposed improvement for the deficient area shown in Figure 3 is to replace the existing 15-inch pipe with an 18-inch pipe, or that an equivalent system to constructed.

IMPACTS TO FUTURE SYSTEM

Hydraulic models for a 10-year and 40-year planning scenario from the master plan were also evaluated. This was done to see how the model results change with and without the proposed development. The model predicts that the proposed development does not cause any part of the collection system to become deficient for these scenarios.

CONCLUSIONS AND RECOMMENDATIONS

Besides the existing deficiency described previously, the rest of the existing sewers are adequate to contain the existing wastewater flows and the flows generated by the Canyon Springs Annexation development.



**WASTEWATER COLLECTION SYSTEM
MASTER PLAN**

(HAL Project No.: 149.49.100)

TABLE 6-3 PEAK HYDRAULIC LOADINGS

Planning Period	Peak Hydraulic Loading* (gpm)	Peak Hydraulic Loading* (MGD)
Existing Conditions	4,306	6.2
Existing Plus Approved	4,514	6.5
2030 (10-Year)	5,007	7.2
2060 (40-Year)	5,981	8.6

*Including inflow (2,000 gpm).

It may be observed in Table 6-3 that the existing peak hydraulic loading is 4,306 gpm (6.2 MGD), and the projected peak hydraulic loading by 2060 is just under 6,000 gpm (8.6 MGD). These values all exceed the current WWRF design capacity of 3.4 MGD.

EXISTING DEFICIENCIES

The maximum depth ratio is the ratio of the maximum flow depth that occurs in the pipe and the diameter of the pipe (d/D). Deficiencies were identified as pipes in the model that exceeded a set d/D during peak flow conditions. The d/D capacity criteria adopted by the City is 0.5 for pipes 12-inches or smaller and 0.75 for pipes larger than 12-inches. Pipe capacity deficiencies identified in the Existing (Approved) scenario model are summarized in Table 6-4 and shown in Figure 6-3.

TABLE 6-4 EXISTING PIPE CAPACITY DEFICIENCIES AND SOLUTIONS

PROJECT ID	LOCATION	ISSUE	SOLUTION
E-1	Along Main Street near 1000 North	Pipe exceeds capacity because d/D > 0.5 (0.64)	Remove and upgrade existing 8" gravity line to 200 ft of 10" gravity line.
E-2	Along 600 North between 100 West and 370 West	Pipe exceeds capacity because d/D > 0.5 (1.0)	Remove and upgrade existing 12" gravity line to 2,100 ft of 15" gravity line.
E-3	Along Coleman Street between Utah Avenue and McKellar Street	Pipe exceeds capacity because d/D > 0.5 (1.0)	Remove and upgrade existing 12" gravity line to 2,550 ft of 15" gravity line.
E-4	Along existing sewer alignment between 600 North to 1000 North and Coleman Street to 1100 West	Pipe exceeds capacity because d/D > 0.75 (1.0)	Remove and upgrade existing 18" and 21" gravity line to 6,500 ft of 24" gravity line. Contains 36" bore for 115 ft under railroad tracks.

Exhibit D

Drainage Review and Recommendations

MEMORANDUM

DATE: April 21, 2022

TO: Paul Hansen, P.E.
Tooele City Engineer
90 North Main
Tooele, Utah 84074

FROM: Benjamin D. Miner, M.P.A., P.E.
Kayson Shurtz, P.E.
Hansen, Allen & Luce, Inc. (HAL)
859 West So. Jordan Pkwy – Suite 200
South Jordan, Utah 84095

SUBJECT: Canyon Springs - Drainage Review

PROJECT NO.: 149.08.148



INTRODUCTION

Canyon Springs is an area that has been proposed to be annexed into the City of Tooele. It is located just east of Droubay Road between about 840 North and 600 North. Hansen, Allen, and Luce has been asked to review the area to identify potential drainage issues that need to be addressed before this area can be annexed into the City.

HYDROLOGY

A hydrologic model was developed to determine anticipated flowrates and volumes for the 10-year and 100-year storm events. The design storm selected for this analysis is a three-hour duration storm which incorporates a Farmer-Fletcher 1-hour first quartile storm event as the middle hour of the three-hour design storm (Farmer et al., 1972). This storm distribution is used by many communities in Salt Lake County and would be applicable for Tooele as well. The rainfall depths for the 10-year and 100-year were 1.14 inches and 1.99 inches respectively and were obtained via NOAA Atlas 14 (NOAA, 2011). The runoff modeling was performed using the Soil Conservation Service (SCS) Curve Number (CN) approach as described in *Technical Release 55: Urban Hydrology for Small Watersheds* (NRCS, 1986), hereafter referred to as TR-55. The soil data used in the analysis was obtained from Natural Resources Conservation Service (NRCS) Soil Survey Geographic Database (SSURGO) (NRCS, 2022). The land cover for existing conditions was based on the 2016 National Landcover Dataset (NLCD) (Dewitz, 2019). The land cover and soil data were combined within the model to establish various combinations of land

cover and hydrologic soil type. Table 1 presents the assumed curve numbers that were applied to the model for all the potential combinations found in our study area.

TABLE 1. CURVE NUMBER TABLE

TR-55 Description	NLCD Description	NLCD ID #	A	B	C	D
Water	Open Water	11	98	98	98	98
Open Space (Good)	Developed, Open Space	21	39	61	74	80
Residential - 1/2 Acre	Developed, Low Intensity	22	54	70	80	85
Residential - 1/4 Acre	Developed, Medium Intensity	23	61	75	83	87
Residential - 1/8 Acre	Developed, High Intensity	24	77	85	90	92
Fallow-Bare Soil	Barren Land	31	77	86	91	94
Oak Aspen (Poor)	Deciduous Forest	41	66	66	74	79
Woods (Fair)	Evergreen Forest	42	36	60	73	79
Woods Grass Combination (Fair)	Mixed Forest	43	43	65	76	82
Brush (Fair)	Shrub/Scrub	52	35	56	70	77
Pasture Grassland (Fair)	Grassland/Herbaceous	71	49	69	79	84
Meadow	Pasture/Hay	81	30	58	71	78
Row Crops - SR (Good)	Cultivated Crops	82	67	78	85	89
Wetlands	Woody Wetlands	90	98	98	98	98
Wetlands	Emergent Herbaceous Wetlands	95	98	98	98	98

The modeling was performed using a rain on grid approach in HEC-RAS 2D. The drainage patterns above the proposed site are somewhat complex because of several interconnected ditches. The benefit of using the rain on grid approach is the model determines flow paths based on the terrain and hydraulic capacity of the conveyance channels via Manning's equation. The model allows for an estimate of existing flowrates for both onsite and offsite drainage that will need to be accounted for in the design of the proposed annexation area. The assumed roughness values for the NLCD cover types are shown in Table 2 (HEC, 2021).

TABLE 2. ASSUMED ROUGHNESS COEFFICIENTS

NLCD Description	NLCD ID #	Manning's n
Open Water	11	0.035
Developed, Open Space	21	0.035
Developed, Low Intensity	22	0.08
Developed, Medium Intensity	23	0.1
Developed, High Intensity	24	0.15
Barren Land	31	0.05
Deciduous Forest	41	0.1
Evergreen Forest	42	0.15
Mixed Forest	43	0.12
Shrub/Scrub	52	0.08

NLCD Description	NLCD ID #	Manning's n
Grassland/Herbaceous	71	0.06
Pasture/Hay	81	0.05
Cultivated Crops	82	0.05
Woody Wetlands	90	0.12
Emergent Herbaceous Wetlands	95	0.08

The approximate drainage area to calculate offsite flows was developed based on the available UGRC LiDAR data. As noted previously, the model calculates the movement of water through the drainage and therefore an approximate drainage area is sufficient because if additional area is included it will runoff at a different location and therefore not be included in the calculated offsite flows for our area of interest. The approximate drainage area used in the runoff calculations is shown in Figure 1. The grid generally utilizes 25 x 25-foot grid spacing. Breaklines were also utilized to properly align cell faces with high ground such that hydraulic controls are modeled appropriately.

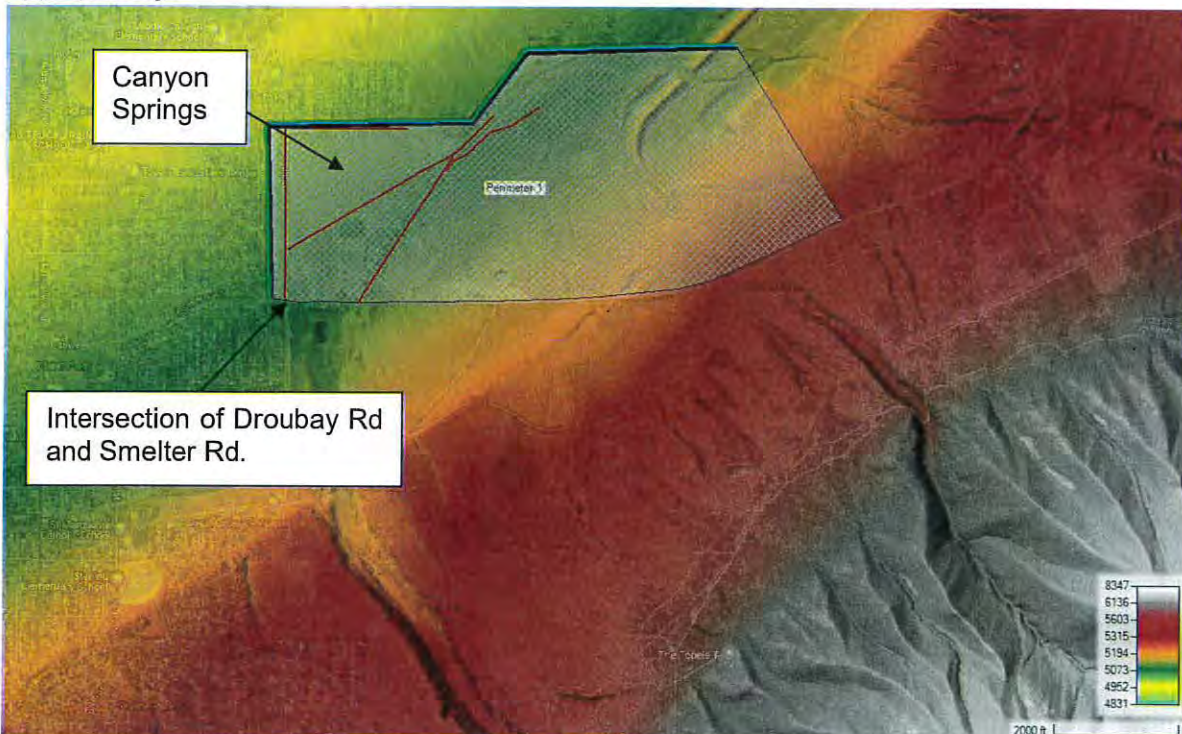


FIGURE 1. HEC-RAS RAIN ON GRID MODEL EXTENTS

EXISTING CONDITIONS MODELING

Existing 10-year flows were negligible and are therefore not reported here. The 100-year existing conditions flows from the proposed site were computed to be approximately 5.9 cfs. The offsite flows that come into the proposed developments for the 100-yr 3-hr event were computed to be approximately 9.5 cfs. Suggesting the drainage area above the proposed development is relatively small. However, these flows must be conveyed through the proposed development. The model shows water ponding on the south side of what looks like a dirt road in the aerial imagery

until it spills over to the proposed development at the general location shown in Figure 2.

The offsite flows must be handled as they come into the development. This could be accomplished by connecting a pipe (with at least 9.5 cfs capacity) from the ponded area shown on Figure 2 into the proposed development drainage system or by creating an open channel conveyance that can convey the 9.5 cfs between lots to the roads of the proposed development at the spill location shown on Figure 2.

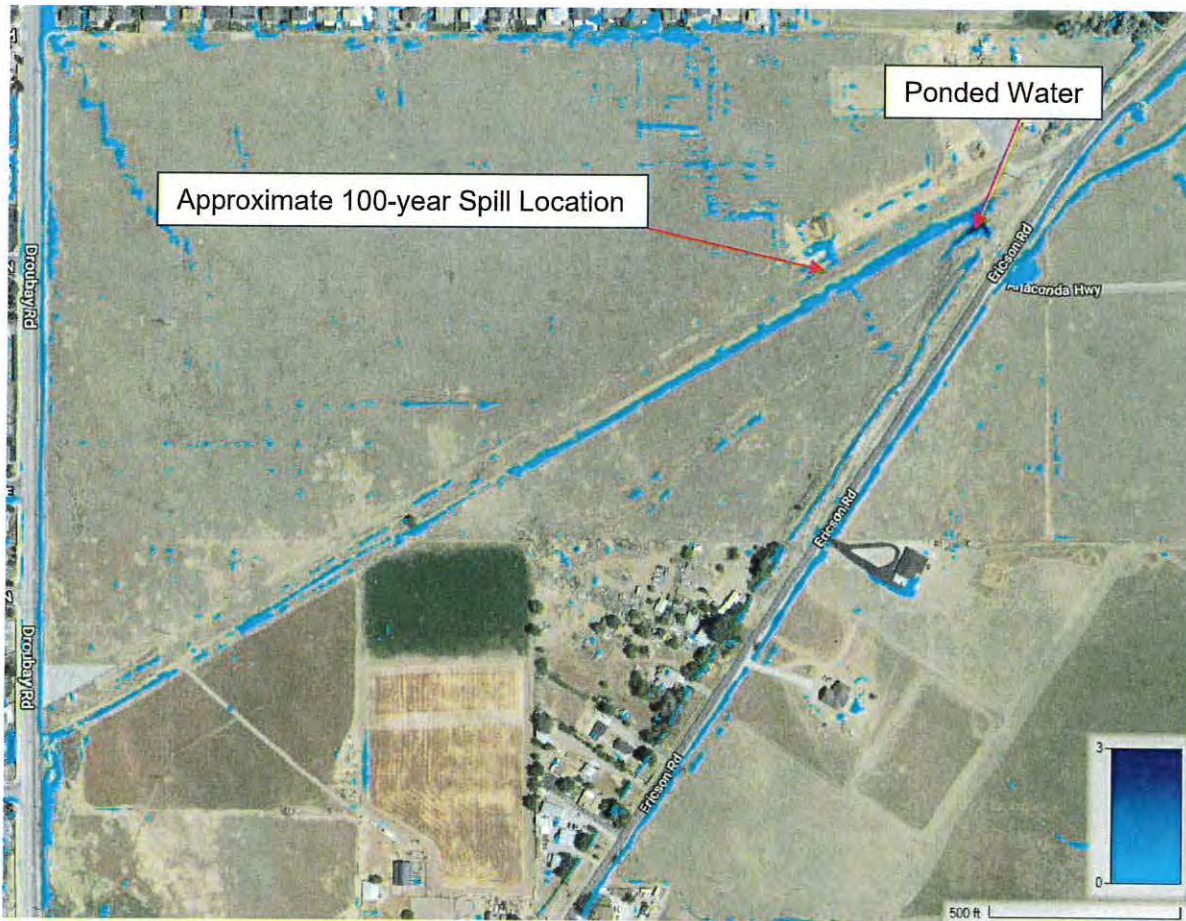


FIGURE 2. 100-YR OFFSITE FLOWS SPILL LOCATION

PROPOSED CONDITIONS MODELING

The site plan provided to HAL shows 172 lots over approximately 60 acres. The development will add additional impervious area in the form of roads, driveways, roofs, sidewalks, and additional hardscape. These impervious areas increase runoff and must be addressed to reduce flood risk to the future residents of the proposed development as well as others who are down gradient from them.

The proposed condition flows for both the 10-year and 100-year scenarios were developed by adjusting the landcover to reflect the roads and homes that are proposed. The site plan provided

was used a guide to estimate additional impervious area. Directly connected impervious area was assumed to have a CN of 98. All roads were assumed to be 100% directly connected while the remaining impervious area was assumed to be 3,000 square feet per lot with 50% of it being directly connected. These assumptions are based on the development looking similar to the existing development directly to the north. The impervious area not associated with roads was composited with the remaining pervious area that was assumed to be Open Space good cover resulting in a composite curve number of 70. Table 3 summarizes the impervious area assumptions.

TABLE 3. IMPERVIOUS AREA ASSUMPTIONS FOR CANYON SPRINGS DEVELOPMENT

Description	Acres	% Directly Connected
Roadway Impervious Area	11.73	100.0
Assumed Additional Impervious Area	11.84	50.0
Open Space Good Condition	37.08	0.0
Totals	60.65	29.1

The modeled peak 10-year flowrate for the entire proposed development was 18.5 cfs. Piping to convey these flows should have sufficient capacity to convey the estimated peak flow rate. The flow per unit acre is approximately 0.31 cfs/acre. This ratio can be used for pipe sizing in areas that only drain a portion of the total drainage area. We recommend a minimum storm drain pipe size of 15-inches.

The modeled peak 100-year flowrate for the entire proposed development was approximately 51.9 cfs. The flow per unit acre is approximately 0.87 cfs/acre. Conveyance and storage must be provided to protect homes from damage during a 100-year event. Conveyance beyond the 10-year event is often provided by the streets along with detention to limit flows downstream. It is recommended that this development provide grading plans for the roads along with calculations that show that the roads and underground conveyance network have sufficient capacity to convey the calculated 100-year flows to an appropriate detention facility. The ratio of peak flow per unit acre can be utilized in the road conveyance calculations based on tributary area. A detention facility will be required for the proposed development to reduce flows back to at least existing conditions (5.9 cfs) so that peak flows downstream are not increased as a result of development. Assuming a release rate of 5.9 cfs (approximately 0.1 cfs/acre) the required detention volume for the proposed development would be approximately 3 ac-ft.

A consideration for this annexation should also include where the detained flows will be discharged. While peak flows would not be increased under the detained scenario, runoff volumes would be spread out over time and reduce pressure on the system. Increased volume in the downstream system could result in increased flood risk due to downstream storage constraints. Discharging the detained flows to a large conveyance like Middle Canyon Creek is the best-case scenario to reduce the downstream flood risk. It appears that the development to the west may have existing storm drain infrastructure that likely discharges into Middle Canyon Creek. This option should be investigated further to determine whether it is feasible to tie into this existing

system to convey detained flows from the proposed annexation area. Otherwise, the City should consider installing new storm water piping from the new development to Middle Canyon Drainage.

SUMMARY

The onsite and offsite flow considerations have been presented in the memo for the proposed annexation property and proposed site plan. The drainage issues all appear to be manageable with most of which being handled utilizing standard engineering practices. Considerations for offsite flows onto the property and where detained releases from the proposed development will discharge must be addressed for annexation. Potential solutions have been presented in the body of this memo.

REFERENCES

Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online at <https://websoilsurvey.nrcs.usda.gov/>. Accessed [March/3/2022].

Farmer, E. E. and Joel E. Fletcher. 1972. *Distribution of Precipitation in Mountainous Areas*. Geilo Symposium, Norway

Bonnin, G., D. Martin, B. Lin, T. Parzybok, M. Yekta, and D. Riley (2004, revised 2011). NOAA Atlas 14 Volume 1, Precipitation-Frequency Atlas of the United States, Semiarid Southwest. NOAA, National Weather Service, Silver Spring, MD.

Dewitz, J., 2019, National Land Cover Database (NLCD) 2016 Products (ver. 2.0, July 2020): U.S. Geological Survey data release.

Hydrologic Engineering Center, 2021. HEC-RAS 2D Modeling User's Manual, U.S. Army Corps of Engineers, Davis CA., April 2021.

TOOELE CITY CORPORATION

ORDINANCE 2024-22

AN ORDINANCE OF TOOELE CITY ENACTING CIVIL PENALTIES FOR VIOLATIONS OF TOOELE CITY CODE TITLE 5 (BUSINESS REGULATION).

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah's charter cities, including Tooele City, "the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law"; and,

WHEREAS, UCA Section 10-8-84 enables Tooele City to "pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city"; and,

WHEREAS, violations of local municipal ordinances have traditionally been prosecuted as class B misdemeanor crimes, and occasionally class C misdemeanor crimes and infractions; and,

WHEREAS, the City Administration recommends that violations of Tooele City ordinances, as an alternative to criminal prosecution, be pursued as civil violations with associated fines and penalties, for several reasons and purposes, including (a) reallocation and focus of police resources to serious crimes against persons and property rather than business and zoning ordinance violations, and (b) increasing public trust by not leveling uniformed and weapon-clad police resources at homeowner violations of City business and zoning ordinances, and (c) business and zoning ordinance violations are more commonly being pursued administratively, with a view toward voluntary compliance rather than criminal prosecution; and,

WHEREAS, Tooele City Code Title 5 (Business Regulation) regulates business entities engaging in business in Tooele City, and the City Administration recommends that civil penalties be added to the Title's provisions as an appropriate alternative ordinance enforcement mechanism; and,

WHEREAS, the provisions of Title 5 amended by this ordinance are identified by redline in the attached Exhibit A and include the following chapters:

- 5-1 General Provisions (Business Licensing)
- 5-2 Auctions and Auctioneers
- 5-3 Closing Sales
- 5-4 Christmas Tree Sales
- 5-6 Home Occupations
- 5-7a Agricultural Vendors, Itinerant or Transient Merchants, Solicitors
- 5-16 Park Concessions

- 5-21 Towing Companies
- 5-22 Ice Cream Trucks
- 5-26 Mobile Food Businesses

WHEREAS, the City Council finds that this ordinance is in the best interest of Tooele City because of the policy interests identified herein:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that the provisions of Tooele City Code Title 5 (Business Regulation) enumerated above and shown in Exhibit A are hereby enacted.

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 _____, 2024.

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

Title 5

Civil Penalty Provisions

TITLE 5. BUSINESS REGULATION TITLE OF TOOELE CITY

- Chapter 1. General Provisions.
- Chapter 2. Auctions and Auctioneers.
- Chapter 3. Closing Sale.
- Chapter 4. Christmas Tree Sales.
- Chapter 5. Public Dance Licenses. Repealed.
- Chapter 6. Home Occupations.
- Chapter 7. Agricultural Vendors; Itinerant or Transient Merchants; Solicitors. Repealed.
- Chapter 7a. Agricultural Vendors; Itinerant or Transient Merchants; Solicitors.
- Chapter 8. Mechanical Devices. Repealed.
- Chapter 9. Vending Machines. Repealed.
- Chapter 10. Pawnbrokers. Repealed.
- Chapter 11. Private Police or Detective. Repealed.
- Chapter 12. Collectors of Garbage and Waste Materials. Repealed.
- Chapter 13. Agricultural Vendors. Repealed.
- Chapter 14. Solicitors. Repealed.
- Chapter 15. Secondhand and Junk Dealers. Repealed.
- Chapter 16. Park Concessions.
- Chapter 17. Uniform Local Sales and Use Tax Ordinance.
- Chapter 18. Utility License Tax.
- Chapter 18a. Municipal Energy and Use Tax.
- Chapter 18b. Mobile Telephone Service Revenue Act. Repealed.
- Chapter 18c. Telecommunication Service Providers Tax.
- Chapter 19. Franchise to Mountain States Telephone and Telegraph Company.
- Chapter 20. Alcohol Licenses.
- Chapter 21. Towing Companies.
- Chapter 22. Ice Cream Trucks.
- Chapter 23. Sexually Oriented Businesses.
- Chapter 24. Telecommunications Rights-of-Way.
- Chapter 25. Transient Room Tax.
- Chapter 26. Mobile Food Businesses.
- Chapter 27. Wireless Communication Services.

CHAPTER 1. GENERAL PROVISIONS

- 5-1-1. Purpose.
- 5-1-2. Definitions.
- 5-1-3. Unlawful to operate without license. Repealed.
- 5-1-4. Responsibility for obtaining license.
- 5-1-5. Separate license required for each branch.
- 5-1-6. Duty to display license.
- 5-1-7. Exemptions.
- 5-1-8. Inspections for City code compliance - Notice of

noncompliance - License revocation
- Complaints.

- 5-1-9. Preparation, issuance, and listing of licenses.
- 5-1-10. License fees.
- 5-1-11. License additional to all regulatory licenses.
- 5-1-12. Revenue Tax on business in competition with public utilities. Repealed.
- 5-1-13. Revenue Measure. Repealed.
- 5-1-14. Fee payments and proration.
- 5-1-15. Renewal billing procedure.
- 5-1-16. Fee Adjustment to avoid burdening interstate commerce. Repealed.
- 5-1-17. Exemption of insurance companies. Repealed.
- 5-1-18. Time periods.
- 5-1-19. Mistakes in fee calculations.
- 5-1-20. Deviations prohibited.
- 5-1-21. Fee for duplicate license.
- 5-1-22. Refunds.
- 5-1-23. License transfers.
- 5-1-24. Additional application requirements.
- 5-1-25. Particular occupations. Repealed.
- 5-1-26. Bonding. Repealed.
- 5-1-27. Designation of agent for service of process. Repealed.
- 5-1-28. Revocation.
- 5-1-29. Appeal of preliminary revocation determination.
- 5-1-30. Doing business after license denied or revoked. Repealed.
- 5-1-31. Licensing after denial or revocation. Repealed.
- 5-1-32. Powers and duties of City personnel.
- 5-1-33. Violations and penalties.
- 5-1-34. Effect of conviction - Prosecution not barred.
- 5-1-35. Appeals.
- 5-1-36. Separability clause.

5-1-1. Purpose.

Pursuant to powers granted by the State of Utah as set forth in various provisions of the Utah Code Annotated, 1953, as amended, the City of Tooele, Utah, intends by this Title (1) to regulate and license businesses and occupations within its corporate limits, (2) to protect the safety and welfare of business patrons, owners, and employees, and (3) to maintain a current index of licensed businesses and occupations for economic development and other public purposes. (Ord. 2009-16, 03-17-2010) (Ord. 1998-09, 05-06-1998) (Ord. 1983-22, 12-07-1983)

5-1-2. Definitions.

For the purposes of this Title, the following words

and phrases shall have the meaning herein prescribed:

Business License Specialist: an employee of the Community Development Department tasked with business license activities under this Title.

City: The municipality of the City of Tooele, Utah.

Contractor: Any person who, for a fixed sum, price, fee percentage or other compensation, other than wages, undertakes with another to improve any building, highway, road, improvement of any kind, other than to personalty or any part thereof; provided, that the term "contractor" as used in this Title shall include any one who builds more than one (1) structure on his own property during any one (1) year for the purpose of sale and shall include subcontractor, but shall not include anyone who merely furnished materials or supplies without fabricating the same into, or consuming the same in the performance of the work of the contractor as herein defined.

Department: the Community Development Department.

Director: the Director of the Community Development Department.

Division: Business license division of the Community Development Department.

Employee: The operator, owner, or manager of a place of business; any person or person employed by an operator, owner, or manager in the operation of a place of business, whether part-time or full-time.

Engage in business or conduct business: Includes, but is not limited to, the sale of tangible personal property at retail or wholesale, the manufacturing of goods or property, and the rendering of services to others for a consideration by persons engaged in any trade, craft, business, or occupation, including doctors, lawyers, accountants, dentists, etc., where a place of business is located within Tooele City. The act of employees rendering services to employers shall not be included in such terms unless otherwise specifically prescribed.

License and Active License: Certificate or document issued by the City evidencing permission or authority to its named holder to engage in, conduct, and carry on a particular business or to pursue a particular occupation within the City.

Licensee: The person to whom a license has been issued pursuant to the provisions of this Title.

Organized event: The Tooele Arts Festival, the Festival of the Old West, and similar such events.

Permit: A written license or instrument issued by the City authorizing and empowering the grantee thereof to some act not forbidden by law but not allowable without such authority.

Person: Any individual or natural person, receiver, assignee, trustee in bankruptcy, trust, firm, partnership, joint venture, corporation, club, company, business trust, association, society or other group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

Place of business: A location maintained or

operated by a licensee within the City from which the licensee engages in business.

(Ord. 2019-26, 11-20-2019) (Ord. 2017-08, 02-15-2017) (Ord. 2017-02, 02-01-2017) (Ord. 2012-27, 12-05-2012) (Ord. 2009-16, 03-17-2010) (Ord. 1998-09, 05-06-1998) (Ord. 1983-22, 12-07-1983)

5-1-3. Unlawful to operate without license. (Repealed)

(Ord. 2009-16, 03-17-2010)

5-1-4. Responsibility for obtaining license.

(1) It shall be the responsibility of a person engaging in business within the City to apply for, obtain, and maintain in full force and effect a valid license. The application shall be issued by the Department, and shall contain the following information: business name, business address, business mailing address and telephone number, business owner's name, applicant's home address and home telephone number; and one (1) character reference.

(2) Separate licenses shall not be required for persons who engage in business with others as a partnership or corporation legally constituted.

(3) For organized events, the organizing or sponsoring organization shall obtain the license. Individual businesses participating in the events, with the authorization of the organizing or sponsoring organization, shall not be required to obtain individual business licenses to sell products or otherwise engage in business at the events. The licensed organization shall regulate the number and type of businesses pursuant to the organization's event policies, consistent with any Tooele City policies.

(4) All independent contractors engaged in or conducting business must obtain a business license.

(Ord. 2019-26, 11-20-2019) (Ord. 2017-08, 02-15-2017) (Ord. 2017-02, 02-01-2017) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-5. Separate license required for each branch.

A separate license must be obtained for each branch established or separate place of business in which the business of a licensee is carried on. Each license shall authorize the person obtaining it to engage in, carry on, pursue, or conduct only that business described in such license and only at the location which is indicated thereon.

(Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-6. Duty to display license.

Every licensee licensed pursuant to the provision of this Title shall keep the license displayed and exhibited while the same is in force in some conspicuous part of the place of business. Every licensee not having a fixed place of business shall carry such license with him/her at all times while carrying on the business for which the license is issued and shall produce the license for

inspection when requested to do so by any person. (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-7. Exemptions.

(1) Fee Exemptions. The provisions of this Title shall not be deemed or construed to require the payment of a license fee:

(a) by any institution or organization which is conducted, managed, or carried on wholly for the benefit of charitable purposes or from which profit is not derived, directly or indirectly, by any individual, firm, or for-profit corporation;

(b) for the conducting of any entertainment, concert, exhibition, or lecture on scientific, historical, literary, musical, religious, or moral subject, whenever the receipt from such is to be appropriated to any church or school or to any religious or charitable organization within the City;

(c) for the conducting of any entertainment, dance, fraternal, educational, military, state, county or municipal organization or association when the receipts from such are to be appropriated for the purposes and objects for which such association or organization is formed and from which profit is not derived, either directly or indirectly, by any individual, firm or profit corporation.

(2) License Exemption. The provisions of this Title shall not be deemed or construed to require a business license for a business that is operated:

(a) only occasionally; and,

(b) by an individual who is under 18 years of age.

(3) Where Utah statutes exempt certain businesses from local business licensing fees, such business shall not be exempt from the requirement to apply for and obtain a license.

(Ord. 2017-18, 05-17-2017) (Ord. 2009-16, 03-17-2010) (Ord. 2002-05, 04-03-2002) (Ord. 1983-22, 12-07-1983)

5-1-8. Inspections for City code compliance - Notice of noncompliance - License revocation - Complaints.

(1) New businesses. Prior to the issuance of a license to engage in a new business, or for an existing business to conduct business at a new location, the applicant shall permit inspections to be made of the prospective place of business by the appropriate departments of the City or other governmental agency to ensure compliance with building, fire, health and other City codes, ordinances, and regulations. No license shall be granted without inspections and code compliance.

(2) Existing businesses. Existing places of business licensed within the City may be inspected periodically by departments of the City, annually upon the City's own initiative or upon the City receiving a complaint of alleged noncompliance, for compliance with building, fire, health, and other City codes,

ordinances, and regulations.

(3) Notice of noncompliance. Written notice shall be given by the Department to a licensee upon the finding of any code noncompliance, which notice shall provide for a reasonable period not to exceed sixty (60) days in which to correct such noncompliance, the failure of which may result in the revocation of the license by the Department Director, the license non-renewal, or other civil and criminal penalties.

(4) Business license renewal. No business license shall be renewed where a civil, administrative, or criminal proceeding has made a finding of noncompliance with City codes, ordinances, or regulations and all appeal periods have expired. A license may be reinstated or renewed upon the cure of the noncompliance, verified by City inspection. The payment of a business license renewal fee by a noncompliant business shall not estop the City from revoking a business license, or refusing to renew a business license, due to such noncompliance.

(Ord. 2019-26, 11-20-2019) (Ord. 2014-07, 06-04-2014) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-9. Preparation, issuance, and listing of licenses.

The Department shall prepare and issue appropriate licenses for every person qualifying therefor under the provision of this Title and shall state in each license the name and address of the licensed business and the period of time for which it is issued. All licenses shall be signed by the Director or the Business Licensing Specialist. The Department shall maintain a list of all persons holding licenses and the status of each such license.

(Ord. 2019-26, 11-20-2019) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-10. License fees.

(1) There is hereby levied upon every person engaged in business within the City an annual license fee to be calculated as follows:

(a) Base Fee: \$40.00

(b) Additional Fee: \$3.00 per employee.

(2) The annual business license fee shall not exceed \$1,000.00.

(Ord. 2009-16, 03-17-2010) (Ord. 2003-31, 12-03-2003) (Ord. 1998-09, 05-06-1998) (Ord. 1983-22, 12-07-1983)

5-1-11. License additional to all regulatory licenses.

The license fees imposed by this Title shall be in addition to any and all other taxes or fees imposed by any other provisions of the Ordinances of the City of Tooele.

(Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-12. Revenue tax on business in competition with public utilities. (Repealed)

(Ord. 2009-16, 03-17-2010)

5-1-13. Revenue Measure. (Repealed)

(Ord. 1998-09, 05-06-1998)

5-1-14. Fee payments.

(1) All license fees shall be paid at the Office of the Department of Finance of the City prior to the license being issued.

(2) The annual license fees provided in this Title shall be due and payable to the City at the times specified, or if not so specified, on the first day of January of each year

(3) Fees shall not be prorated.

(Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-15. Renewal billing procedure.

(1) During December of each year, the Department shall send a statement to each current licensee within the City, calling for the computation by the licensee of a license fee for the next calendar year. The statement shall notify the licensee that payment of the license fee is due no later than January 31 of the new calendar year and that a penalty will be assessed if the fee is not timely paid.

(2) Any fee remaining unpaid as of February 1 shall have added thereto a penalty in the amount of fifty percent (50%) of the total amount of the license fee due.

(3) By March 1 of each year, the Department shall send a final notice to each licensee whose annual license fee remains unpaid. The notice shall inform the licensee that if the fee and accrued penalty are not paid by March 15, the Department will place the license in an inactive status.

(4) If the fee and penalty remain unpaid after March 15, the Department shall notify the licensee by first-class mail that the license is inactive and that the licensee cannot engage in further business within the city until the licensee pays the fee and accrued penalty.

(5) The Business License Specialist is empowered to enter onto business premises during business hours of operation to make observations regarding the activity of a business whose business license has been deactivated or revoked..

(Ord. 2019-26, 11-20-2019) (Ord. 2009-16, 03-17-2010) (Ord. 2006-20, 09-06-2006) (Ord. 1998-09, 05-06-1998) (Ord. 1983-22, 12-07-1983)

5-1-16. Fee adjustment to avoid burdening interstate commerce. (Repealed)

(Ord. 2009-16, 03-17-2010)

5-1-17. Exemption of insurance companies.

(Repealed)

(Ord. 2009-16, 03-17-2010)

5-1-18. Time periods.

The licenses shall be effective for the calendar year

in which issued.

(Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-19. Mistakes in fee calculations.

In no event shall any mistakes made by an applicant, a licensee, or the Department in the calculation of a license fee prevent or prejudice the collection by the City of amounts actually due from any person subject to licensing under this Title. Likewise, no such mistakes shall prevent or prejudice the refund to licensees of amounts overpaid by the reason of mistakes.

(Ord. 2019-26, 11-20-2019) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-20. Deviations prohibited.

No greater or lesser amounts shall be charged or received for licenses and no license shall be issued for any period of time other than as specifically provided in this Title.

(Ord. 1983-22, 12-07-1983)

5-1-21. Fee for duplicate license.

The Department shall make a charge of ten dollars (\$10.00) for each duplicate license issued to replace any license issued under the provisions of this Title.

(Ord. 2019-26, 11-20-2019) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-22. Refunds.

No refund shall be made against any fee for a license issued pursuant to this Title without the written approval of the Director for good cause.

(Ord. 2019-26, 11-20-2019) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-23. License transfers.

Upon the written consent of the Business Licensing Specialist endorsed thereon, licenses issued pursuant to the provisions of this Title may be transferred from one place of business to another provided that the licensee remains the same. A transfer fee of ten dollars (\$10.00) shall be paid for each such transfer. There shall be no transfers of licenses from one person to another or from one business to another.

(Ord. 2019-26, 11-20-2019) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-24. Additional application requirements.

Other chapters of this Title may require additional license application criteria and information.

(Ord. 2023-08, 03-15-2023) (Ord. 2009-16, 03-17-2010) (Ord. 1987-24, 01-02-1988) (Ord. 1983-22, 12-07-1983)

5-1-25. Particular occupations. (Repealed)

(Ord. 2009-16, 03-17-2010)

5-1-26. Bonding. (Repealed)

(Ord. 2009-16, 03-17-2010)

5-1-27. Designation of agent for service of process.

(1) Each licensed business shall be registered with the State of Utah Department of Commerce, Division of Corporations, or successor division.

(2) The owner listed on the business license application shall be considered the agent for service of process or notice given pursuant to this Chapter.

(Ord. 2013-07, 04-17-2013) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-28. Revocation.

(1) The issuance of a license under this Title 5 grants a revocable property interest and privilege to engage in business. The licensee agrees, as a condition of license issuance, to operate the licensed business or activity in conformity with the ordinances of the City and all other applicable laws.

(2) Any license issued pursuant to the provisions of this Title may be revoked for one year by the Director for any of the following reasons:

(a) the violation by the licensee of any provisions in this Title;

(b) failure to pay when due any license fee, tax, charge, or penalty provided for in State statute or City ordinance;

(c) falsification of the license application or supporting documentation provided with the license application;

(d) any fraud or misrepresentation of a material fact in the procurement of the license;

(e) noncompliance with building, fire, or health codes;

(f) any conduct at the licensed premises tending to render the licensed premises, business, or activity a private or public nuisance as defined in this Code, or a menace to the health, peace, or general welfare of the City or its inhabitants;

(g) using or possessing for use a false weight or measure or any other device for falsely determining or recording any quantity or quality;

(h) selling, or offering or exposing for sale, commodities that vary from the standard of composition or quality prescribed by any statute that provides criminal penalties for:

(i) deviation from standards set by any statute;

(ii) deviation from standards set by established commercial usage; or,

(iii) deviation from legal requirements for truthfulness or disclosure in labeling as required by any statute;

(i) activities, under the guise of conducting a business, that are fraudulent, deceptive, or constituting a

violation of City ordinance or other law;

(j) failure of the licensee to retain the legal qualifications necessary for the license;

(k) violation of the zoning ordinances governing the licensed business or activity, including parking ordinance requirements;

(l) conviction of a felony or any crime of moral turpitude on or related to the licensed business or activity after the issuance of a license;

(m) refusal to allow City officers or employees to make inspection of the licensed premises during the hours of 8 a.m. to 5 p.m. Monday through Friday;

(n) selling, or offering or exposing for sale, to minors any harmful material, sexually oriented material, or sexual paraphernalia, as defined in Section 11-1-10 of this Code;

(o) violation of any of the terms or conditions of a conditional use permit; and,

(p) any violation of City ordinance or other law relating to the licensed business or activity.

(3) An action or omission constituting grounds for revocation under this Section by an agent, employee, officer, operator, owner, or patron of the licensee or the licensed business or activity shall constitute the action or omission of the licensee.

(4) Notification of the Director's preliminary determination to revoke a business license shall be mailed by the Department by certified U.S. mail to the licensed business at the mailing address identified on the business license application.

(5) Notification of business license revocation shall be mailed by the Department by certified U.S. mail to the licensed business:

(a) if no timely appeal of the preliminary revocation determination was filed, at the mailing address identified on the business license application; or,

(b) if a timely appeal of the preliminary revocation determination was filed, and the determination was sustained by the Administrative Hearing Officer, at the address identified on the appeal.

(Ord. 2019-26, 11-20-2019) (Ord. 2014-01, 01-15-2014) (Ord. 2013-07, 04-17-2013) (Ord. 2012-13, 04-18-2012) (Ord. 2009-16, 03-17-2010) (Ord. 1987-24, 01-02-1988) (Ord. 1983-22, 12-07-1983)

5-1-29. Appeal of preliminary revocation determination.

Appeals of actions taken or decisions made under this Chapter shall be to the Administrative Hearing Officer.

(Ord. 2014-01, 01-15-2014) (Ord. 2013-07, 04-17-2013) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-30. Doing business after license denied or revoked. (Repealed)

(Ord. 2009-16, 03-17-2010)

5-1-31. Licensing after denial or revocation.

(Repealed)

(Ord. 2009-16, 03-17-2010)

5-1-32. Powers and duties of City personnel.

The business license specialist and all police officers of the City are hereby appointed inspectors of licenses and, in addition to their several duties, are authorized in the performance of their duties to examine all business places to see that such licenses are valid and that they are posted in a conspicuous place within the place of business or otherwise displayed as required. The business license specialist and all police officers shall have authority to enter, free of charge, during a business' regular business hours, any place of business for which a license is required, and to demand the exhibition of a current license by any person engaged or employed in the conduct of such business. All police officers shall have authority to issue citations and make arrests for the violation of any provisions of this Title.

(Ord. 2023-08, 03-15-2023) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-33. Violations and penalties.

(1) It shall be a violation of this Chapter for any person to do any of the following within the City:

(a) engage in business without first procuring a license;

(b) engage in business when a license for the business has been revoked, and the revocation appeal period has expired or an appeal has resulted in the revocation being affirmed;

(c) engage in business when a license has become inactive through the non-payment of applicable license fees and accrued penalties; and,

(d) fail to display the license at the licensed place of business, or, if there is no fixed place of business, fail to carry the license while engaging in business.

(2) **Civil.** Unless otherwise provided, a violation of this Chapter is a civil infraction, punishable as follows:

(a) first violation: \$100 fine;

(b) second violation: \$250 fine;

(c) third and subsequent violations: \$500 fine.

(3) **Criminal.** In addition to the civil penalties provided in this Section, a violation of this Chapter may be charged and prosecuted as a class C misdemeanor. ~~Any person violating any of the provisions of this Title shall be guilty of a class B misdemeanor and shall, upon conviction therefor, be punished by a fine in a sum not to exceed one thousand dollars (\$1,000.00) or by imprisonment for not more than ninety (90) days or by both such fine and imprisonment.~~

(Ord. 2009-16, 03-17-2010) (Ord. 1998-09, 05-06-1998) (Ord. 1983-22, 12-07-1983)

5-1-34. Effect of conviction - Prosecution not barred.

The conviction and punishment of any person for engaging in business without a license shall not excuse or exempt such person from the payment of any license fees due or unpaid at the time of such conviction; and nothing herein shall prevent a criminal prosecution for any violation of the provisions of this Title.

(Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-35. Appeals.

(1) The administrative hearing officer shall hear and decide appeals from civil citations issued for violations of this Chapter.

(2) A person desiring to appeal a civil citation 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 are identified in Tooele City Code Chapter 1-28.

5-1-36. Separability clause.

If any subsection, sentence, clause, phrase or portion of this Title, including but not limited to any exemption, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Title. The City Council of the City of Tooele hereby declares that it would have adopted this Title and each subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

(Ord. 1983-22, 12-07-1983)

CHAPTER 2. AUCTIONS AND AUCTIONEERS

- 5-2-1. License.
- 5-2-2. License application.
- 5-2-3. License fee.
- 5-2-4. Exemptions.
- 5-2-5. Bond required. (Repealed)
- 5-2-6. False bidding - Auctioneer or officer to be present.
- 5-2-7. Conduct generally.
- 5-2-8. Fraud.
- 5-2-9. Transient auction houses.
- 5-2-10. Duties of auctioneer relating to owner - Commission. (Repealed)
- 5-2-11. Marketing of merchandise - Selling un-inventoried goods.
- 5-2-12. Representations as to quality - Records required.
- 5-2-13. Transfer of license prohibited.
- 5-2-14. Violations ~~as misdemeanor.~~

5-2-1. License.

It shall be unlawful for any person to sell or offer to sell at public auction in the City any merchandise, or to keep, conduct or operate an auction house or a transient auction house in the City for the purpose of selling or offering for sale any inventory of stock or merchandise, without first obtaining a license in writing approved by the Department.
(Ord. 2019-26, 11-20-2019) (Ord. 2012-32, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-2-2. License application.

Application for a license required by this Chapter shall contain the following:

- (1) The name of the applicant, his residence and the address of the proposed place of sale;
- (2) A statement that neither fraud nor deception of any kind is contemplated nor will the same be practiced and that neither the sale, the reasons given therefor, nor the goods to be sold have been or will thereafter be fraudulently or falsely advertised or in any way whatsoever misrepresented as far as the public auction is concerned;
- (3) Detailed statements or representations proposed to be made or advertised regarding the goods to be sold;
- (4) The length of time for which the license is desired;
- (5) A statement as to whether or not the applicant has previously engaged in a like or similar business, designating the place and time where the same was conducted; and,
- (6) A true and correct detailed inventory listing the articles proposed to be sold by auction and giving any identifying numbers or marks which may be upon the articles to be sold, indicating opposite the description of

each article whether the same is new or used, and listing each of the articles described in said inventory with a number; provided, however, that no articles need be listed in the inventory which have a reasonably anticipated retail value or fifty dollars (\$50.00) or less.
(Ord. 2012-32, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-2-3. License fee.

The fee for licenses required by auctioneers pursuant to this Chapter shall be established in accordance with the license fees set forth in Section 5-1-10.
(Ord. 2012-32, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-2-4. Exemptions.

The provisions of this Chapter shall not apply to any auction held for charitable or benevolent purposes, or as a part of a church, fair, festival or bazaar.
(Ord. 2012-32, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-2-5. Bond required. (Repealed.)

(Ord. 2012-32, 12-05-2012)

5-2-6. False bidding - Auctioneer or officer to be present.

No person shall act at any sale by auction as a by-bidder or booster to bid in behalf of the auctioneer or owner, or to run up the price of the article to be sold, or to make any false bid. The licensee, or if the licensee is a corporation, then one of its officers, shall remain in continuous attendance at each auction held to assure compliance with this Chapter.
(Ord. 2012-32, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-2-7. Conduct generally.

Auctioneers and their assistants are forbidden to conduct their sales in such a manner as to cause people to gather in crowds on the sidewalks so as to obstruct the same; nor shall they use obscene language in crying their sales, nor make or cause to be made noisy acclamations such as the ringing of bells, blowing of whistles or otherwise (though not enumerated here) through the streets in advertising their sales; and no bellman or crier, drum, fife, or other musical instrument or noise-making means of attracting attention of the passersby, except the customary auctioneer's flags, shall be employed or suffered to be used at or near any place of auction whatsoever.
(Ord. 2012-32, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-2-8. Fraud.

It shall be unlawful for an auctioneer or his assistants when selling or offering for sale at public

auction any goods, wares or merchandise under the provisions of this Chapter, while describing said goods, wares or merchandise with respect to character, quality, kind of value or otherwise, to make any fraudulent, misleading, untruthful or unwarranted statements tending in any way to mislead bidders, or to substitute one article for another.

(Ord. 2012-32, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-2-9. Transient auction houses.

(1) Any person or any agent, servant or employee of any person who shall sell or offer for sale at auction any goods, wares, merchandise or article of value in or from any hotel, rooming house, dwelling house, boardinghouse, store, storeroom, stall, tent, building, structure, stand or other place indoors or outdoors, and who shall occupy said place for the purpose of conducting a temporary business therein, shall be deemed a transient auction house owner for the purposes of this Chapter; and the person, or any agent, servant or employee thereof, so engaged shall not be relieved from the provisions of this Chapter by reason of association temporarily with any licensed dealer, trader, merchant or auctioneer.

(2) Transient auction houses and auction house owners shall be subject to the following additional requirements and regulations:

(A) Section 5-7a-2 (License required - Display) regarding license display;

(B) Section 5-7a-3 (Application for license);

(C) Section 5-7a-4 (Fee) for each owner, agent, and employee assisting with or participating in the transient auction house operation in Tooele City;

(D) Section 5-7a-5 (Review of application and issuance of license);

(E) Section 5-7a-6 (Denial of license and right of appeal);

(F) Section 5-7a-7 (Photographs and identity badges) for each owner, agent, and employee assisting with or participating in the transient auction house operation in Tooele City;

(G) Section 5-7a-8 (Inspections); and,

(H) Section 5-7a-9 (Deceptive soliciting practices prohibited).

(Ord. 2012-32, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-2-10. Duties of auctioneer relating to owner - Commission. (Repealed.)

(Ord. 2012-32, 12-05-2012)

5-2-11. Marketing of merchandise - Selling un-inventoried goods.

Before any sale is made at auction, the licensee must attach to each article to be sold, having a reasonably anticipated retail value of fifty dollars

(\$50.00) or more, a card with the number of the article endorsed thereon such that the number shall correspond to the article as it is described in the inventory listed in the application on file with the Department. No article having a reasonably anticipated retail value in excess of fifty dollars (\$50.00) shall be sold at said auction unless the same is described and set forth in the inventory on file with the Department as required by this Chapter. Where a sale is held by public auction of the stock-on-hand of any merchant or auction house in accordance with the provisions of this Chapter, such sale shall not be fed or replenished.

(Ord. 2019-26, 11-20-2019) (Ord. 2012-32, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-2-12. Representations as to quality - records required.

All sales and all persons participating in sales must truly and correctly represent at all times to the public attending such auction the facts with respect to quality of items for sale. The licensee shall keep a complete record of all sales in excess of fifty dollars (\$50.00) made at auction, showing the name and address of each purchaser; a description of each article sold, including the number thereof, which shall correspond with the numbers shown upon the inventory on file with the Department; and the date of each such sale. The record shall at times be open to inspection by the Department.

(Ord. 2019-26, 11-20-2019) (Ord. 2012-32, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-2-13. Transfer of license prohibited.

The license granted under the provisions of this Chapter shall not be transferable nor shall the same be loaned or used by any person other than the one who has been licensed.

Licenses issued pursuant to this Chapter may be revoked by the City pursuant to Sections 5-1-28 and -29. Upon revocation of the license, the licensee shall cease to operate thereunder.

(Ord. 2019-26, 11-20-2019) (Ord. 2012-32, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-2-14. Violations as misdemeanor.

Violation of the provisions of this Chapter is a ~~Misdemeanor~~ punishable as provided in Section 5-1-33. (Ord. 2012-32, 12-05-2012) (Ord. 1983-22, 12-07-1983)

CHAPTER 3. CLOSING SALE

- 5-3-1. **Definitions.**
- 5-3-2. **License required. (Repealed)**
- 5-3-3. **Fee. (Repealed)**
- 5-3-4. **Application. (Repealed)**
- 5-3-5. **Year in business required prior to issuance of license - Exception. (Repealed)**
- 5-3-6. **Issuance of license and term. (Repealed)**
- 5-3-7. **Renewals - Term and fee. (Repealed)**
- 5-3-8. **Display of license. (Repealed)**
- 5-3-9. **Revocation of license. (Repealed)**
- 5-3-10. **Rules and regulations. (Repealed)**
- 5-3-11. **Mingling of goods prohibited. (Repealed)**
- 5-3-12. **Each sale a separate offense. (Repealed)**
- 5-3-13. **Resumption of business prohibited. (Repealed)**
- 5-3-14. **Records to be kept. (Repealed)**
- 5-3-15. **Exemptions to chapter. (Repealed)**
- 5-3-16. **Compliance with chapter required. (Repealed)**
- 5-3-17. **Notice of Sale.**
- 5-3-18. **Limitations.**
- 5-3-19. **Violation ~~Penalty~~.**

5-3-1. Definitions.

As used in this Chapter, the following terms shall have the meanings herein stated:

(1) Sale. "Sale" shall mean:

(a) Any sale of, or any offer to sell to the public or any group thereof, goods, wares or merchandise in order, in transit or in stock, in connection with a declared purpose as set forth by advertising that such sale is anticipatory to or for the purpose of termination, liquidation, revision, windup, anticipatory removal, dissolution or abandonment of the business or that portion of the business conducted at any location; and,

(b) All sales advertised in any manner calculated to convey to the public the belief that upon the disposal of the goods to be placed on sale, the business or that portion thereof being conducted at any location will cease, be removed, interrupted, discontinued or changed; and,

(c) All sales advertised to be "Adjustor's Sale", "Assignee's Sale", "Administrator's Sale", "Closing Sale", "Creditor's Sale", "End Sale", "Forced Out of Business Sale", "Going Out of Business Sale", "Insurance Salvage Sale", "Last Days Sale", "Lease Expires Sale", "Liquidation Sale", "Removal Sale", "Reorganization Sale", "Quitting Business Sale", "We Quit Sale", "Wholesale Closing Out Sale", "Fixtures Sale", or advertised by any other expression or characterization or phrase of like or similar language which would reasonably convey to the public that the sale is being conducted as a result of such occurrences as enumerated above, which are not intended to be all inclusive but refer to type or class of sale.

(2) Publish, Publishing, Advertisement, Advertising. "Publish, publishing, advertisement, advertising", shall mean any and all means of conveying to the public notice of sale or notice of intention to conduct a sale, whether by word of mouth, newspaper advertisement, magazine advertisement, handbill, written notice, printed notice, printed display, billboard display, poster, radio or television announcement and any and all means including oral, written or printed. (Ord. 1987-11, 05-12-1987)

5-3-2. **License required. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-3. **Fee. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-4. **Application. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-5. **Year in business required prior to issuance of license - Exception. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-6. **Issuance of license and term. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-7. **Renewals, term and fee. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-8. **Display of license. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-9. **Revocation of license. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-10. **Rules and regulations. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-11. **Mingling of goods prohibited. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-12. **Each sale a separate offense. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-13. **Resumption of business prohibited. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-14. **Records to be kept. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-15. **Exemptions to chapter. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-16. **Compliance with chapter required. (Repealed.)**
(Ord. 2012-33, 12-05-2012)

5-3-17. Notice of Sale.

Any person conducting a Sale shall inform the Department in writing of the Sale prior to the conduct of the Sale.

(Ord. 2019-26, 11-20-2019) (Ord. 2012-33, 12-05-2012)

5-3-18. Limitations.

(1) No Sale may be conducted for more than 30 consecutive days. Days during the advertized Sale on which the selling business is closed or the Sale is interrupted shall be counted toward the 30 days.

(2) Only 1 Sale may be conducted in any calendar year.

(Ord. 2012-33, 12-05-2012)

5-3-19. ViolationPenalty.

~~Any v~~Violation of the provisions of this Chapter is ~~shall constitute a class C misdemeanor,~~ punishable as provided in Section ~~5-1-331-4-3 of this Code.~~

(Ord. 2012-33, 12-05-2012)

CHAPTER 4. CHRISTMAS TREE SALES

5-4-1. Unlawful to sell Christmas trees without a license.

5-4-2. Written consent to cut trees required.

5-4-3. Unlawful to possess or sell untagged trees.

5-4-4. Application for license.

5-4-5. Issuing of license - Fee and license period.

5-4-6. Cleanup deposit. (Repealed)

5-4-7. Violations ~~a misdemeanor.~~

5-4-1. Unlawful to sell Christmas trees without a license.

It shall be unlawful for any person to engage in the business of selling fir or evergreen trees or trees commonly called "Christmas trees" in the City without first obtaining a license therefor. If a presently Tooele City licensed business sells Christmas trees, the licensee shall comply with Sections 5-4-2 and 5-4-3.

(Ord. 2012-34, 12-05-12); (Ord. 1983-22, 12-07-83)

5-4-2. Written consent to cut trees required.

It shall be unlawful for any person to sell at any time or to offer for sale in the City any fir, evergreen or Christmas tree cut or procured from or within the public domain of the United States, or of the State of Utah, without written authority having been first obtained from the United States, said State of Utah, or from the owner of such private lands, as the case may be, to cut and remove such trees.

(Ord. 1983-22, 12-07-83)

5-4-3. Unlawful to possess or sell untagged trees.

It shall be unlawful for any person to have in his possession for sale, or to sell or offer for sale in the City, trees from the sources described in Section 5-4-2 unless the same shall have been officially tagged with a tag furnished or approved either by the United States Forest Service or the Department of Forestry of the State of Utah.

(Ord. 1983-22, 12-07-83)

5-4-4. Application for license.

Any person desiring a license to sell and dispose of Christmas trees within the City shall make application therefor to the division. Such application shall specifically state and set forth the source of title to the trees to be sold and whether said trees, or any of them, were cut or procured within any public domain of the United States, or of the State of Utah, or from any private lands, either within or without the State of Utah. Applicants shall be required in connection with such applications to furnish the division with evidence of ownership of such trees and/or authority to cut and procure the same from the public domain or from private lands.

(Ord. 1983-22, 12-07-83)

5-4-5. Issuing of license - Fee and license period.

Upon satisfactory showing made by the applicant that he has a bona fide title to trees regulated by this Chapter and that the same were not obtained illegally or in violation of any laws of the United States, or of the State of Utah, or any law, rules or regulation of the state or county from which such trees have been obtained, and that the applicant has authority to cut and procure the same from either the public domain or from private land, the division shall grant to such applicant a business license upon the payment of the fee set forth in the Tooele City Fee Schedule. Such license shall be valid for a period of sixty (60) days from November first of each year.

(Ord. 2011-20, 12-07-11); (Ord. 1983-22, 12-07-83)

5-4-6. Cleanup deposit.

(Repealed. Ord. 2012-34, 12-05-12)

5-4-7. Violations ~~a misdemeanor.~~

Violation of the provisions of this Chapter is ~~a misdemeanor~~ punishable as provided in Section 5-1-33. (Ord. 1983-22, 12-07-83)

CHAPTER 6. HOME OCCUPATIONS

5-6-1. Definition.

5-6-2. License required - Display.

5-6-3. Procedure.

5-6-4. License fees - Exemption.

5-6-5. Inspections.

5-6-6. Zoning requirements.

5-6-7. Violations ~~a misdemeanor~~.

5-6-1. Definition.

The term “home occupation” shall have the meaning contained in Section 7-1-5 (Definitions) of this Code.

(Ord. 2017-19, 09-06-2017) (Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-6-2. License required - Display.

It shall be unlawful for any person to engage in a home occupation without first securing a business license therefor, unless expressly exempt by law. The licensee shall conspicuously display such license in the licensed place of business so that the same is plainly visible to the public.

(Ord. 2017-19, 09-06-2017) (Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-6-3. Procedure.

Applicants for a license required by this Chapter shall comply with the provisions of Chapter 5-1 (General Provisions).

(Ord. 2017-19, 09-06-2017) (Ord. 2012-36, 12-05-2012) (Ord. 1987-24, 01-02-1988) (Ord. 1983-22, 12-07-1983)

5-6-4. License fees - Exemption.

(1) License fees for licenses issued pursuant to this Chapter shall be the same as set forth in Section 5-1-10 (License fees).

(2) A home occupation business is exempt from the license fees required by subsection (1), above, unless the combined offsite impact of the business, together with the primary residential use, is anticipated to, or is shown to, materially exceed the offsite impact of the primary residential use alone. The City Recorder shall determine the anticipation or existence of such impacts.

(Ord. 2017-19, 09-06-2017) (Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-6-5. Inspections.

The City reserves the right to inspect any premises licensed or applied to be licensed for home occupation for the purpose of protecting the public health, safety, and welfare.

(Ord. 2017-19, 09-06-2017) (Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-1983)

5-6-6. Zoning requirements.

Home occupations shall comply with all land use regulations set forth in Title 7 of the Tooele City Code. (Ord. 2017-19, 09-06-2017) (Ord 2012-36, 12-05-2012) (Ord. 1987-24, 01-02-1988) (Ord. 1983-22, 12-07-1983)

5-6-7. Violations ~~a misdemeanor~~.

Violation of the provisions of this Chapter is ~~a class B misdemeanor~~ punishable as provided in Section 5-1-33 ~~(Violations and penalties)~~.

(Ord. 2017-19, 09-06-2017) (Ord. 2012-36, 12-05-2012) (Ord. 1983-22, 12-07-1983)

CHAPTER 7a. AGRICULTURAL VENDORS; ITINERANT OR TRANSIENT MERCHANTS; SOLICITORS

5-7a-1. Definitions.

5-7a-2. License required - Display.

5-7a-3. Application for license.

5-7a-4. Fee.

5-7a-5. Review of application and issuance of license.

5-7a-6. Denial of license and right of appeal.

5-7a-7. Photographs and identity badges.

5-7a-8. Inspections.

5-7a-9. Deceptive soliciting practices prohibited.

5-7a-10. "No Solicitation" notice.

5-7a-11. Duties of solicitors.

5-7a-12. Violations a misdemeanor.

5-7a-1. Definitions.

As used in this Chapter:

(1) "Agricultural vendor" means a person engaged in the sale of fruits and/or vegetables from stands, motor vehicles, or roadsides.

(2) "Itinerant" or "transient merchant" means any person who offers for sale at wholesale or retail any goods, wares or merchandise in or from any hotel, stall, tent, building, structure, stand, railroad car, motor vehicle, field, corner or other place and who does not occupy that place for the purpose of conducting a permanent business thereon or therein.

(3) "Solicitor" means any person selling, offering for sale or taking orders for merchandise or services door to door within the City. Solicitors include, but are not limited to, photographers, sellers of magazines, cosmetics, home care products, and any other person engaged in direct sales, but specifically excluding newspaper carriers.

(4) "Merchandise" includes all goods, food, wares, photographs, subscriptions to any kind of publication, tickets, coupons or receipts representing value.

(Ord. 2007-17, 6-20-2007)

5-7a-2. License required - Display.

(1) It shall be unlawful for any person to conduct the business of an agricultural vendor or itinerant or transient merchant without first securing a license for each place to be so operated. The licensee shall conspicuously display such license in or at the place of business so that the same is plainly visible to the public.

(2) It shall be unlawful for any person to conduct the business of a solicitor without first securing a license therefor. Each solicitor shall carry on the solicitor's person a copy of the business license.

(3) Agricultural vendors who sell fruits and vegetables produced and sold from their own homes or property immediately adjoining their own homes are exempt from licensing and the payment of license fees under this Chapter.

(Ord. 2007-17, 6-20-2007)

5-7a-3. Application for license.

All applications for a license under this Chapter shall be made to and upon forms provided by the Department. Each application form shall require disclosure and reporting by the applicant of the following information:

(1) Contact information, including the applicant's true, correct and legal name, former names or aliases used during the last ten (10) years; the applicant's telephone number, home address and mailing address, if different; and the address to which all notices are to be sent.

(2) Proof of identity by a valid driver license issued by any state, valid passport issued by the United States, valid identification card issued by any state, or a valid identification card issued by a branch of the United States military.

(3) Proof of registration with the Department of Commerce either by the applicant or the entity which the applicant is representing.

(4) Marketing information, including the nature of merchandise offered by the applicant, whether the goods will be offered door to door, and whether the merchandise will be simultaneously exchanged at the time of payment.

(5) If the applicant is a solicitor, responses to the following questions regarding disqualifying conditions as follows:

(a) Has the applicant been criminally convicted of felony homicide, physically abusing, sexually abusing, or exploiting a minor, sale or distribution of controlled substances, or sexual assault of any kind?

(b) Are any criminal charges currently pending against the applicant for felony homicide, physically abusing, sexually abusing, or exploiting a minor, sale or distribution of controlled substances, or sexual assault of any kind?

(c) Has the applicant been criminally convicted of a felony within the last ten (10) years?

(d) Has the applicant been incarcerated in a federal or state prison within the past five (5) years?

(e) Has the applicant been criminally convicted of a misdemeanor within the past five (5) years involving a crime of moral turpitude, or violent or aggravated conduct involving persons or property?

(f) Has a final civil judgment been entered against the applicant within the last five (5) years indicating that the applicant had either engaged in fraud, or intentional misrepresentation?

(g) Is the applicant currently on parole or probation to any court, penal institution, or governmental entity, including being under house arrest or subject to a tracking device?

(h) Does the applicant have an outstanding arrest warrant from any jurisdiction?

(i) Is the applicant currently subject to a protective order based on physical or sexual abuse issued by a court of competent jurisdiction?

(6) Execution and affirmation under oath and on penalty of perjury that based on the applicant's present information and belief the information provided is complete, truthful, and accurate.

(7) In addition to furnishing the information requested on the application, each applicant for a solicitor's license shall submit a copy of the applicant's current criminal history on file at the Utah Department of Public Safety Bureau of Criminal Identification.

(8) Each applicant for an agricultural vendor license shall, prior to doing business, obtain a letter from the city building inspector indicating that the inspector has reviewed the plan for point of sale and that adequate and safe parking exists there. Upon receiving the letter, agricultural vendors exempt from licensing may commence business. Upon presenting the letter from the building inspector to the Department, a nonexempt applicant may then fill out and file with the Department a business license application.

(Ord. 2019-26, 11-20-2019) (Ord. 2007-17, 6-20-2007)

5-7a-4. Fee.

Each itinerant or transient merchant, agricultural vendor, or solicitor shall pay a \$40.00 annual fee. No proration will be granted.

(Ord. 2007-17, 6-20-2007)

5-7a-5. Review of application and issuance of license.

(1) Within five business days of receipt of the completed application and applicable documentation, the Department shall review the application for completeness and shall take such other reasonable action to verify the information appearing on the application.

(2) The Department shall issue a business license to the applicant if the information is complete and verified and the license fee has been paid.

(3) The license shall show the name of the licensee and the business permitted to be carried on thereunder, the place where the licensed business is to be carried on if at a fixed place, and the date of expiration of such license.

(4) Licenses issued pursuant to this Chapter shall expire on December 31 of each year.

(Ord. 2019-26, 11-20-2019) (Ord. 2007-17, 6-20-2007)

5-7a-6. Denial of license and right of appeal.

(1) The Department, with authorization from the Director, shall refuse to issue a license to an applicant for any of the following reasons:

(a) The information submitted by the applicant is incomplete, incorrect, or misrepresented.

(b) The applicant has answered affirmatively to any of the questions set forth in Section 5-7a-3(5).

(c) The applicant fails to pay the requisite fee.

(2) Appeal of actions taken or decisions made under this Chapter shall be to the Administrative Hearing Officer.

(Ord. 2019-26, 11-20-2019) (Ord. 2013-07, 04-17-2013) (Ord. 2007-17, 6-20-2007)

5-7a-7. Solicitor photographs and identity badges.

Before commencing work, each solicitor who is, or who will be, present in the City to conduct the applicant's

business shall obtain an identity badge from the Department at a cost of \$10.00 and wear the badge at all times while conducting business in the City. The solicitor shall return the badge to the Department at the conclusion of the persons' business in the City or the end of the calendar year, whichever is earlier. Upon return of the identity badge, the Department shall refund \$5.00 of the cost of the badge.

(Ord. 2019-26, 11-20-2019) (Ord. 2017-22, 06-21-2017) (Ord. 2007-17, 6-20-2007)

5-7a-8. Inspections.

The City reserves the right to inspect any premises or location utilized for carrying on businesses regulated by this Chapter to assure compliance with the provisions of this Code and with the conditions of any City approval, permit, or license.

(Ord. 2012-35, 12-05-12); (Ord. 2007-17, 6-20-2007)

5-7a-9. Deceptive soliciting practices prohibited.

(1) No solicitor shall intentionally make any materially false or fraudulent statement in the course of soliciting.

(2) A solicitor shall immediately disclose to the consumer during face-to-face solicitation:

(a) The name of the solicitor;

(b) The name and address of the entity with whom the solicitor is associated; and,

(c) The purpose of the solicitor's contact with the person.

(3) No solicitor shall use a fictitious name, an alias, or any name other than his or her true and correct name.

(4) No solicitor shall represent directly or indirectly that the City's grant of a license implies any endorsement by the City of the solicitor's goods or services or of the individual solicitor.

(Ord. 2007-17, 6-20-2007)

5-7a-10. "No Solicitation" notice.

(1) Any occupant of a residence may give notice of a desire to refuse solicitors by displaying a "No Solicitation" sign or sign of similar import which shall be posted on or near the main entrance door or on or near the property line adjacent to the sidewalk leading to the residence.

(2) The display of such sign or placard shall be deemed to constitute notice to any solicitor that the inhabitant of the residence does not desire to receive and/or does not invite solicitors.

(Ord. 2007-17, 6-20-2007)

5-7a-11. Duties of Solicitors.

(1) A solicitor shall check each residence for the presence of a "No Solicitation" notice or notice of similar import before attempting to make contact with any person in the residence.

(2) A solicitor shall not knock on the door, ring the doorbell, or in any other manner attempt to attract the

attention of an occupant of a residence that bears a “No Solicitation” sign or sign or placard of similar import for the purpose of selling or attempting to sell merchandise or services. Possession of a license does not relieve any solicitor of this duty.

(3) A solicitor shall not attempt through ruse, deception, or fraudulent concealment to secure an audience with an occupant at a residence.

(4) A solicitor shall not intentionally or recklessly make any physical contact with, or touch another person without the person’s consent.

(5) A solicitor shall not follow a person into a residence without the person’s express consent.

(6) A solicitor who is at any time asked by an occupant of a residence or dwelling to leave shall immediately and peacefully depart.

(7) A solicitor shall not continue to attempt to sell or offer to sell merchandise or services after the person to whom the solicitor is speaking has clearly communicated the person’s lack of interest in the solicitor’s merchandise or services.

(8) A solicitor shall not solicit at a residence by knocking on the door, ringing the doorbell, or otherwise between the hours of 9:00 p.m. and 9:00 a.m.

(Ord. 2016-09, 07-06-2016) (Ord. 2007-17, 6-20-2007)

5-7a-12. Violations ~~a misdemeanor.~~

~~A~~ ~~violation of the any provisions of this Chapter Sections 5-7a-2(1), 5-7a-2(2), 5-7a-7, 5-7a-9 and 5-7a-11 is punishable as provided in Section 5-1-33a class C misdemeanor.~~

(Ord. 2007-17, 6-20-2007)

CHAPTER 16. PARK CONCESSIONS

5-16-1. Concessions in parks.

5-16-2. Sale of food without a business license prohibited.

5-16-3. Application for business license.

5-16-4. Operation not to be changed.

5-16-5. Fees.

5-16-6. Duration of concession.

5-16-7. Repealed.

5-16-8. ~~Violations~~**Penalties.**

5-16-1. Concessions in parks.

The provisions of this Chapter shall apply to all public parks and playgrounds, and associated buildings and parking areas, owned or controlled by Tooele City. (Ord. 2016-10, 07-06-16) (Ord. 2010-07, 06-15-2010) (Ord. 1988-19, 07-06-1988)

5-16-2. Sale of food without a business license prohibited.

(1) No person, firm, corporation, organization, or association shall sell any food or food product of any kind in any city-owned park or playground without a business license as a concessionaire.

(2) For organized events, the organizing or sponsoring organization shall obtain the license. The individual food vendors shall not be required to obtain individual business licenses to sell food or food products at the event. The licensed organization shall regulate the number and type of vendors, and vendor activities, pursuant to the organization's event policies, consistent with any Tooele City policies.

(3) All food vendors shall be required to comply with applicable state and local health regulations and to obtain all required state and local health permits.

(4) A business license issued pursuant to this Chapter shall be issued under and governed by the provisions of Chapter 1 of this Title. (Ord. 2016-10, 07-06-16) (Ord. 2010-07, 06-15-2010) (Ord. 1988-19, 07-06-1988)

5-16-3. Application for business license.

(1) Each person, firm, or corporation desiring to apply for a business license as a concessionaire to sell food in any city-owned park or playground shall file an application therefor. In addition to the information required by Chapter 1 of this Title, the application shall include the following information:

- (a) The name and address of the applicant.
- (b) The location where the applicant proposes to sell food.
- (c) The types of food proposed to be sold.
- (d) A description of any buildings or equipment, owned by the city, desired to be used by the concessionaire.
- (e) The equipment that the concessionaire

plans to use, including not only food preparation and food serving equipment but also any cart or building proposed to be used in the operation.

(f) A plan for removing trash from, and otherwise cleaning, the site of the food product preparation and sale. (Ord. 2016-10, 07-06-16) (Ord. 2010-07, 06-15-2010) (Ord. 1988-19, 07-06-1988)

5-16-4. Operation not to be changed.

Any person receiving a business license as a concessionaire shall not change any part of the operation described in the application, including equipment used or the food to be served, without applying for and receiving approval of the change from the Department. (Ord. 2019-26, 11-20-2019) (Ord. 2016-10, 07-06-16) (Ord. 2010-07, 06-15-2010) (Ord. 1988-19, 07-06-1988)

5-16-5. Fees.

Each person licensed under this Chapter shall pay the regular annual business licensing fee except as provided in Section 5-1-7 of this Title. (Ord. 2016-10, 07-06-16) (Ord. 2010-07, 06-15-2010) (Ord. 1988-19, 07-06-1988)

5-16-6. Duration of concession.

Each business license to each concessionaire shall expire on December 31 of each year regardless of the date of issuance. (Ord. 2016-10, 07-06-16) (Ord. 2010-07, 06-15-2010) (Ord. 1988-19, 07-06-1988)

5-16-7. Temporary concessions. Repealed.

(Ord. 2010-07, 06-15-2010) (Ord. 1988-19, 07-06-1988)

5-16-8. ~~Violations~~**Penalties.**

~~(1) Any person or business entity selling food products in a city-owned park or playground without a business license shall be~~ Violation of the provisions of this Chapter is punishable as provided in ~~guilty of a Class B misdemeanor under Section 5-1-33 of this Title.~~
~~(2) Any person or business entity violating any other provision of this Chapter shall be guilty of an infraction.~~

~~(23)~~ A separate offense shall be deemed committed on each day during or on which a violation occurs or continues. (Ord. 2016-10, 07-06-16) (Ord. 1988-19, 07-06-1988)

CHAPTER 21. TOWING COMPANIES

5-21-1. Purpose and intent.

5-21-2. License required.

5-21-3. Definitions.

5-21-4. Insurance, renewal and denial of license.

5-21-5. Fees.

5-21-6. Rates and charges.

5-21-7. Accountability and inspection.

5-21-8. Notice requirements.

5-21-9. Regulations.

5-21-10. Revocation or suspension.

5-21-11. ViolationsPenalty.

5-22-12. Appeal.

5-21-1. Purpose and intent.

(1) It is hereby declared by the Tooele City Council that, pursuant to the authority granted by state law and the city charter, in order to protect the public, to protect the rights of persons whose cars may be towed, and to preserve the peace of the community, the licensing and regulation of business enterprises engaged in the practice of towing, removing, and storing of motor vehicles from public rights-of-way and from private property are matters affecting the public interest, and any person desiring to conduct such a business enterprise shall be required to obtain a business license and to obey the regulations of this Chapter and this Title.

(2) The purpose of this Chapter is, further, to provide a uniform system for the licensing and regulation of business enterprises which are engaged in or which intend to engage in the practice of towing, removing, and storing of motor vehicles which are parked illegally or dangerously in the public right-of-way or which are parked on private property, allegedly without permission of the owner of the private property, or parked allegedly beyond the time paid for or authorized.

(Ord. 2016-12, 07-06-2016) (Ord. 1988-27, 09-07-1988)

5-21-2. License required.

(1) It shall be unlawful for any business enterprise to engage in the business of towing, removing, and storing of motor vehicles, which are parked illegally or dangerously in the public right-of-way or which are parked on private property without the permission of the owner of the private property, without first having secured a business license from the city to do so, if the business has a business location in Tooele City.

(2) There is no requirement that employees of such business enterprise have a business license otherwise required by this Title. The business enterprise itself shall apply for, obtain, and maintain the business license.

(Ord. 2016-12, 07-06-2016) (Ord. 1988-27, 09-07-1988)

5-21-3. Definitions.

As used in this Chapter :

(1) "Business Enterprise" means a unit of economic organization or activity in the form of person, firm, partnership, corporation, trust, association, or other business entity.

(2) "Property Owner" means any person in lawful possession of private property, including but not limited to the legal title holder, lessee, or property manager. In no case shall any owner, operator, or agent of a business enterprise engaged in the towing of vehicles be considered a property owner unless they are the legal title holder or in possession of said property.

(3) "Removing" means the act of changing, by towing, the location of a parked vehicle from its location in the public right-of-way or on private property to a storage site.

(4) "Storing" means to place and to leave a towed vehicle at a site where a business enterprise exercises control and supervision over the vehicle.

(5) "Towing" means drawing or pulling a vehicle by means of another vehicle equipped with booms, car carriers, winches, or other similar equipment.

(Ord. 2016-12, 07-06-2016) (Ord. 1988-27, 09-07-1988)

5-21-4. Issuance, renewal and denial of license.

(1) The Department, in consultation with the Police Department, shall approve the issuance or renewal of a business license hereunder where the Department finds:

(a) that the applying business enterprise does not have as an officer, director, partner, manager, or sole proprietor,, a person who is or was an officer, director, partner, manager, or sole proprietor of a business enterprise which has had its towing license revoked by action of Tooele City within five years of the date of application, or who has been convicted of any theft-related crime or a crime involving violence within seven years of the date of the application; and,

(b) that the tow or storage yard has been inspected and found to be in compliance with the requirements of this Chapter, the fire code, and all other applicable state and local laws and regulations.

(2) A business license issued or renewed pursuant to the provisions of this Title shall not be assignable or transferable from one business enterprise to another business enterprise.

(3) The business license shall remain valid through December 31st of any given year unless sooner revoked or suspended.

(Ord. 2019-26, 11-20-2019) (Ord. 2016-12, 07-06-2016) (Ord. 1988-27, 09-07-1988)

5-21-5. Fees.

In accordance with the policy of the City, the costs of the enforcement of laws regulating towing businesses shall be borne by the business license applicant, licensee, or permittee, and current costs shall be

reflected in the fees required for such license or permit. (Ord. 2016-12, 07-06-2016) (Ord. 1988-27, 09-07-1988)

5-21-6. Rates and charges.

It shall be unlawful to:

(1) Tow or remove or store a vehicle unless the business enterprise shall file and keep on record with the Department and the Police Department a complete copy of the current rates charged for the towing and storage of vehicles and copies of all written contracts or agreements between the business enterprise and property owners which relate to the towing and removal of vehicles.

(2) Tow or remove or store a vehicle unless the current rates charged for the towing and storage of vehicles are posted in an open and conspicuous public place on the premises from which the vehicle is removed and of the business enterprise doing the towing.

(3) Pay or rebate money, or solicit or offer the payment or rebate of money, or other valuable consideration, to property owners for the privilege of towing or removing vehicles from their property. (Ord. 2019-26, 11-20-2019) (Ord. 2016-12, 07-06-2016) (Ord. 1988-27, 09-07-1988)

5-21-7. Accountability and inspection.

A record of all towing and storage transactions relating to the impounding of vehicles from private property shall be maintained and kept on file in the office of the business enterprise. Such records shall include consecutively numbered receipts for all transactions, and shall be available for inspection during normal working hours of the business by the Department or the Police Department. (Ord. 2019-26, 11-20-2019) (Ord. 2016-12, 07-06-2016) (Ord. 1988-27, 09-07-1988)

5-21-8. Notice requirements.

It shall be unlawful to tow or remove or store a vehicle unless notice is posted on the private property from which the towing, removing, or storing is made. Such notice shall fulfill the requirements of state law. (Ord. 2016-12, 07-06-2016) (Ord. 1988-27, 09-07-1988)

5-21-9. Regulations.

It shall be unlawful to:

(1) Tow or remove or store a vehicle except upon the express written authorization issued to the business enterprise by the person in lawful possession of the private property or his agent or employee. Such authorization shall include the make, model, and license number of the vehicle to be towed and shall be signed by the property owner or his agent or employee immediately prior to or at the time of towing.

(2) Tow or remove or store a vehicle where the registered owner or other legally authorized person in

control of the vehicle arrives at the scene of potential towing prior to towing or removal and promptly removes the vehicle or establishes authorization for the vehicle's presence.

(3) Tow or remove a vehicle occupied by a person or persons.

(4) Tow or remove or store a vehicle unless the towing business enterprise notifies the city police department immediately upon arrival at the garage. Such notification shall include the storage site, the time the vehicle was towed or removed, and the make, model, color, license plate number and vehicle identification number of the vehicle. The person making the notification shall obtain the name of the person at the police department to whom such information was reported and indicate the name on a trip record, together with an indication of the date and time of the day in hours and minutes that the vehicle was removed, and the authorizing party.

(5) Tow or remove or store a vehicle unless the vehicle is towed directly to the business enterprise's garage or yard, not including any temporary holding or public area.

(6) Store a vehicle in a garage or yard located further than 5 miles from the point of removal unless no closer facility is available. If no garage or yard is located within a 5-mile radius of the point of removal, the closest available garage shall be utilized; however, in no case shall a vehicle be towed further than 10 miles from the point of tow. If the business enterprise doing the towing owns no garage or yard within 5 miles, any other available storage garage or yard within 5 miles may be used.

(7) Store a vehicle in a building or fenced area that does not comply with the following requirements:

(a) If stored in an area other than a building, the yard shall be surrounded on all sides by a fence of approved construction not less than 6 feet high and maintained in good condition.

(b) The business name, address, and telephone number shall be displayed on the exterior of such building or fence in such a manner to be visible for 50 feet and in compliance with city sign ordinances.

(c) Exterior portions of such business must be maintained free of oil, parts, and wash.

(d) No vehicle or part thereof may be placed closer than 2 feet from any fence or wall.

(e) Tow or remove or store a vehicle without 24-hour telephone access and vehicle release availability. During nonbusiness hours, tow companies shall not be required to release vehicles except upon request of a police supervisor.

(Ord. 2016-12, 07-06-2016) (Ord. 1988-27, 09-07-1988)

5-21-10. Revocation or suspension.

In addition to the grounds enumerated elsewhere in this Chapter and in Chapter 1 of this Title, in the event that any person holding a license or permit issued

pursuant to this Chapter is convicted of any of those crimes enumerated in Section 4 of this Chapter or repeatedly fails to comply with city or state vehicle code regulations regarding towing and storage of vehicles, the Director may, in addition to other penalties provided by this Code, suspend or revoke the business license or permit.

(Ord. 2019-26, 11-20-2019) (Ord. 2016-12, 07-06-2016) (Ord. 1988-27, 09-07-1988)

5-21-11. ~~Violations~~Penalty.

~~Violation of the provisions of this Chapter is punishable as provided in Section 5-1-33. Any person, firm, or corporation violating any provision of this ordinance shall be guilty of a class "B" misdemeanor, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.~~

(Ord. 2016-12, 07-06-2016) (Ord. 1988-27, 09-07-1988)

~~5-21-12. Appeal:~~

~~— The licensee may appeal the Director's decision to revoke or suspend the license to the Administrative Hearing Officer, under Chapter 1-28, by filing a written appeal with the City Recorder, within ten days of the Director's notice of revocation or suspension.~~

~~(Ord. 2019-26, 11-20-2019)~~

CHAPTER 22. ICE CREAM TRUCKS

5-22-1. Definitions.

5-22-2. Duty of approaching vehicles.

5-22-3. License and insurance.

5-22-3.1. Application for license.

5-22-3.2. License Fee.

5-22-3.3. Review of application and issuance of license.

5-22-3.4. Denial of license and right of appeal.

5-22-3.5. Photographs and identity badges.

5-22-4. Required equipment.

5-22-5. Inspection.

5-22-6. Restrictions.

5-22-7. Backing restricted.

5-22-8. ViolationsPenalty.

5-22-1. Definitions.

(1) "Ice cream truck" means every motor vehicle in which ice cream, popsicles, ice sherbets or frozen desserts of any kind are carried for purposes of retail sale on the city streets.

(2) "Vend" or "vending" means offering ice cream, popsicles, ice sherbets or frozen desserts for sale from a motor vehicle on the city streets.

(3) "Operator" includes every person, firm or corporation who operates, or who owns, leases, contracts or in any other fashion permits a person to operate, any ice cream truck for the purpose of vending. (Ord. 1988-22, 10-05-1988)

5-22-2. Duty of approaching vehicles.

A driver of a vehicle meeting or overtaking from either direction an ice cream truck stopped on the street may proceed past such truck at a reasonable and prudent speed, not exceeding fifteen miles per hour, and shall yield the right-of-way to any pedestrian who crosses the roadway to or from the ice cream truck.

(Ord. 1988-22, 10-05-1988)

5-22-3. License and insurance.

(1) It shall be unlawful to vend from an ice cream truck without having a business license therefor.

(2) No business license shall be issued to a vendor selling from an ice cream truck unless a certificate is furnished to the City showing that the vendor is carrying the following minimum amounts of insurance: public liability insurance in an amount of not less than \$1 million for injuries, including those resulting in death, resulting from any one occurrence and on account of any one accident; property damage insurance in an amount of not less than \$100,000 for damages on account of any one accident or occurrence.

(3) Certificates shall contain an agreement signed by the insurance company that prior to modification, cancellation, or termination of the subject policy, written notice shall be sent to the Department by the insurance company.

(Ord. 2019-26, 11-20-2019) (Ord. 2016-11, 07-06-16) (Ord. 2012-37, 12-05-2012) (Ord. 1988-22, 10-05-1988)

5-22-3.1. Application for license.

All applications for a license under this Chapter shall be made to and upon forms provided by the Department. Each application form shall require disclosure and reporting by the applicant of the following information:

(1) contact information, including the applicant's true, correct, and legal name; the applicant's telephone number, home address, and mailing address; and, the address to which all notices are to be sent;

(2) proof of identity by a valid driver license issued by any state;

(3) proof of permitting, as applicable, by the Department of Health of the state of Utah and Tooele County;

(4) responses to the following questions regarding disqualifying conditions as follows:

(a) has the applicant been criminally convicted of felony homicide, physically abusing, sexually abusing, or exploiting a minor, sale or distribution of controlled substances, or sexual assault of any kind?

(b) are any criminal charges currently pending against the applicant for felony homicide, physically abusing, sexually abusing, or exploiting a minor, sale or distribution of controlled substances, or sexual assault of any kind?

(c) has the applicant been criminally convicted of a misdemeanor within the past five (5) years involving a crime of moral turpitude, or violent or aggravated conduct involving persons or property?

(d) is the applicant currently subject to a protective order based on physical or sexual abuse issued by a court of competent jurisdiction?

(5) execution and affirmation under oath and on penalty of perjury that based on the applicant's present information and belief the information provided is complete, truthful, and accurate; and,

(6) a copy of the applicant's current criminal history on file at the Utah Department of Public Safety Bureau of Criminal Identification. The criminal history is classified as a private and protected record.

(Ord. 2019-26, 11-20-2019) (Ord. 2012-37, 12-05-2012)

5-22-3.2. License Fee.

The license fee shall be that established in Section 5-1-10 (License fees).

(Ord. 2012-37, 12-05-2012)

5-22-3.3. Review of application and issuance of license.

(1) Within five business days of receipt of the completed application and applicable documentation,

the Department shall review the application for completeness and shall take such other reasonable action to verify the information appearing on the application.

(2) The Department shall issue a business license to the applicant if the information is complete and verified and the license fee has been paid, and if no disqualifying condition exists.

(3) The license shall show the name of the licensee and the business permitted to be carried on thereunder and the date of expiration of such license.

(4) Licenses issued pursuant to this Chapter shall expire on December 31 of each year.
(Ord. 2019-26, 11-20-2019) (Ord. 2012-37, 12-05-2012)

5-22-3.4. Denial of license and right of appeal.

(1) The Department shall refuse to issue a license to an applicant for any of the following disqualifying conditions:

(a) the information submitted by the applicant is incomplete, incorrect, or misrepresented;

(b) the applicant has answered affirmatively to any of the questions set forth in Section 5-22-3.1(4); or,

(c) the applicant fails to pay the requisite license and identify badge fees.

(2) (a) Any applicant whose application has been denied can file a written appeal with the Director within ten days after the denial. The appeal need not be on a particular form, but must state the specific basis of the appeal. The Director shall promptly issue a written decision.

(b) An applicant whose appeal has been denied by the Director may appeal to the Administrative Hearing Officer, pursuant to Chapter 1-28, by filing with the City Recorder a written appeal within ten days after the Director's denial.

(Ord. 2019-26, 11-20-2019) (Ord. 2012-37, 12-05-2012)

5-22-3.5. Photographs and identity badges.

Before commencing work, each ice cream truck driver shall:

(1) furnish to the Department two recent photographs, one of which shall be affixed to the identity badge issued to the licensee and the other of which shall be retained in the records of the Department;

(2) obtain an identity badge from the Department at a cost of \$10.00 in addition to the license fee, and wear the identity badge at all times while vending from an ice cream truck; and,

(3) obtain a new identity badge each year that the ice cream truck business is licensed.

(Ord. 2019-26, 11-20-2019) (Ord. 2016-11, 07-06-16) (Ord. 2012-37, 12-05-2012)

5-22-4. Required equipment.

In addition to other equipment required by law,

every ice cream truck shall be equipped with:

(1) Signal lamps mounted at the same level and as high and as widely spaced laterally as practicable. These lamps shall be five to seven inches in diameter and shall display two alternately flashing amber lights visible from the front and rear of the vehicle, both lights visible at 500 feet in normal sunlight upon a straight and level street.

(2) A convex mirror mounted on the front so the driver in a normal seating position can see the area in front of the truck obscured by the hood.

(Ord. 2012-37, 12-05-2012) (Ord. 1988-22, 10-05-1988)

5-22-5. Inspection.

Every ice cream truck shall be subject to City inspection once each year prior to its use in the City for the purpose of determining whether it complies with this Chapter and other applicable state and local laws.
(Ord. 2012-37, 12-05-2012) (Ord. 1988-22, 10-05-1988)

5-22-6. Restrictions.

(1) A person shall vend only when the ice cream truck is lawfully stopped.

(2) A person shall vend only from the side of the truck away from moving traffic and as near as possible to the curb or side of the street.

(3) A person shall not vend to a person standing in the roadway.

(4) A person shall not stop on the left side of a one-way street to vend.

(Ord. 1988-22, 10-05-1988)

5-22-7. Backing restricted.

The driver of an ice cream truck shall not back the truck in order to make or attempt to make a sale.

(Ord. 2016-11, 07-06-16) (Ord. 2012-37, 12-05-2012) (Ord. 1988-22, 10-05-1988)

5-22-8. ViolationsPenalty.

Violation of the provisions of this Chapter is punishable as provided in Section 5-1-33. ~~Any person, firm, or corporation violating any provision of this Chapter shall be guilty of a class C misdemeanor punishable as provided in Section 1-4-3 (Penalties).~~ A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(Ord. 2012-37, 12-05-2012) (Ord. 1988-22, 10-05-1988)

CHAPTER 26. MOBILE FOOD BUSINESSES.

5-26-1. Purpose and intent.

5-26-2. Mobile food business allowed.

5-26-3. Definitions.

5-26-4. Application for a business license.

5-26-5. Fees.

5-26-6. Temporary nature.

5-26-7. Design and operational standards.

5-26-8. Signs.

5-26-9. Professional and personal services prohibited.

5-26-10. Special events.

5-26-11. Violations.

5-26-1. Purpose and intent.

The purposes of this Chapter include to provide clear and concise regulations for mobile food businesses, to prevent safety, traffic, and health hazards, and to preserve the peace, safety, health, and welfare of the community.

(Ord. 2018-12, 09-05-2018)

5-26-2. Mobile food business allowed.

(1) No person shall operate a mobile food business without first obtaining a business license from the City in accordance with this Chapter and Chapter 5-1 (General Provisions).

(2) A separate business license shall be required for each mobile food vehicle.

(3) A mobile food business may operate within commercial, industrial, and mixed use zoning districts.

(4) A mobile food business may operate within Tooele City parks in any zoning district:

(a) pursuant to a permitted special event with the written authorization of the special event permit holder; or,

(b) with written authorization of Tooele City for a City event.

(5) A mobile food business may operate on school or church owned property in any zoning district:

(a) for a school or church event; and,

(b) with written authorization of the property owner.

(6) A mobile food business may not operate within a public right-of-way.

(7) This Chapter shall not apply to vending carts, ice cream trucks, caterers, agricultural vendors, solicitors, itinerant or transient merchants, and other temporary merchants or uses that are regulated elsewhere in this Title 5.

(Ord. 2018-12, 09-05-2018)

5-26-3. Definitions.

The following terms have the following definitions for purposes of this Chapter.

“Food Trailer” means a mobile food business that serves food or beverages from a non-motorized vehicle larger than 3 feet in width and 8 feet in length that is

normally pulled behind a motorized vehicle. The term “food trailer” shall not include vending carts, food trucks, or ice cream trucks.

“Food Truck” means a mobile food business that serves food or beverages from an enclosed, self-contained motorized vehicle. The term “food truck” shall not include vending carts, food trailers, or ice cream trucks.

“Mobile Food Business” means a business that serves food or beverages from a self-contained unit either motorized or in a trailer on wheels, and is readily movable, without disassembly, for transport to another location. The term “mobile food business” does not include vending carts or ice cream trucks.

“Mobile Food Vehicle” means a food truck or food trailer.

“Vending Cart” means a non-motorized mobile device or pushcart smaller than 3 feet in width and 8 feet in length from which limited types of products are sold or offered for sale directly to any consumer, where the point of sale is at the cart.

(Ord. 2018-12, 09-05-2018)

5-26-4. Application for a business license.

(1) If a mobile food business has a current business license from another Utah political subdivision, the City shall issue a business license upon the applicant providing the following to the Department:

(a) a copy of the current business license from the other Utah political subdivision;

(b) a copy of the current health department mobile food vehicle permit from a local health department within the state; and,

(c) a copy of the current approval of a Utah political subdivision that shows that the mobile food vehicle passed a fire safety inspection that the other political subdivision conducted in accordance with Utah Code Section 11-56-104, as amended.

(2) If a mobile food business does not have a current business license from another Utah political subdivision, a mobile food business shall submit the following information to the Department:

(a) the name and address of the applicant and the name and address of all employees operating the mobile food vehicle;

(b) a copy of a current health department food truck permit from the Tooele County Health Department; and,

(c) a copy of a fire safety inspection conducted in accordance with Utah Code Section 11-56-104, as amended.

(3) A mobile food business licensed under Subsections (1) or (2), above, shall provide the following information to the City:

(a) the locations where the mobile food vehicle will operate;

(b) the proposed duration of the business activity; and,

(c) a simple site plan, where the mobile food business will operate in the same location for more than 10 hours per week.
(Ord. 2019-26, 11-20-2019) (Ord. 2018-12, 09-05-2018)

5-26-5. Fees.

(1) A mobile food business applicant shall pay a business license fee as required by this Chapter and the Tooele City Fee Schedule. The fee shall be a calendar year fee for the licensed business and shall not include an additional fee for mobile food business employees. The fee is intended to cover the City's administrative cost to provide the license.

(2) Notwithstanding the above, the City will not charge a business license fee for a mobile food business that demonstrates that it is licensed by another Utah political subdivision, but may charge a nominal processing fee.

(Ord. 2018-12, 09-05-2018)

5-26-6. Temporary nature.

All business activity related to a mobile food business shall be of a temporary nature, the duration of which shall not extend for more than 16 hours within a 24-hour period at any one location.

(Ord. 2018-12, 09-05-2018)

5-26-7. Design and operational standards.

Mobile food vehicles shall comply with the following design and operational standards and requirements:

(1) be designed to meet all applicable health department requirements;

(2) not have a drive-through;

(3) be kept in good operating condition, including no visible peeling paint or rust;

(4) locations to be kept clean and free of grease, refuse, and other debris;

(5) refuse and recycling containers to be provided for use of patrons; and,

(6) enclosures or canopy extensions to be integrated into the design of the mobile food vehicle and to not project onto any portion of a public right-of-way.

(Ord. 2018-12, 09-05-2018)

5-26-8. Signs.

No signs shall be used to advertise the conduct of the mobile food business other than those which are physically attached to the food truck or food trailer.

(Ord. 2018-12, 09-05-2018)

5-26-9. Professional and personal services prohibited.

The performance of professional or personal services for sale shall not be provided from a food truck.

(Ord. 2018-12, 09-05-2018)

5-26-10. Special events.

A mobile food business operating at a special event approved under Chapter 8-16, with the authorization of the special event permit holder, is exempt from the licensing requirements of this Chapter; provided however, that the business shall:

(1) comply with all other requirements of this Chapter and of Chapter 8-16 (Special Events); and,

(2) have available for City inspection the following:

(a) a copy of a current health department food truck permit from a local health department; and,

(b) a copy of a current approval of a Utah political subdivision that shows that the mobile food business passed a fire safety inspection conducted in accordance with Utah Code Section 11-56-104, as amended.

(Ord. 2018-12, 09-05-2018)

5-26-11. Violations.

Violation of the provisions of this Chapter is punishable as provided in Section 5-1-33.

TOOELE CITY CORPORATION

ORDINANCE 2024-23

AN ORDINANCE OF TOOELE CITY ENACTING CIVIL PENALTIES FOR VIOLATIONS OF TOOELE CITY CODE TITLE 7 (ZONING).

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah’s charter cities, including Tooele City, “the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law”; and,

WHEREAS, UCA Section 10-8-84 enables Tooele City to “pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city”; and,

WHEREAS, violations of local municipal ordinances have traditionally been prosecuted as class B misdemeanor crimes, and occasionally class C misdemeanor crimes and infractions; and,

WHEREAS, the City Administration recommends that violations of Tooele City ordinances, as an alternative to criminal prosecution, be pursued as civil violations with associated fines and penalties, for several reasons and purposes, including (a) reallocation and focus of police resources to serious crimes against persons and property rather than business and zoning ordinance violations, and (b) increasing public trust by not leveling uniformed and weapon-clad police resources at homeowner violations of City business and zoning ordinances, and (c) business and zoning ordinance violations are more commonly being pursued administratively, with a view toward voluntary compliance rather than criminal prosecution; and,

WHEREAS, Tooele City Code Title 7 (Zoning) regulates land use and development in Tooele City, and the City Administration recommends that civil penalties be added to the Title’s provisions as an appropriate alternative ordinance enforcement mechanism; and,

WHEREAS, the provisions of Title 7 amended by this ordinance are identified by redline in the attached Exhibit A and include the following chapters:

- 7-1 General Provisions (Zoning)
- 7-3 Legal Nonconforming Uses
- 7-5 Conditional Uses
- 7-15 Residential Facilities for Persons with a Disability
- 7-15a Residential Facilities for Elderly Persons
- 7-25 Sign Code

WHEREAS, the City Council finds that this ordinance is in the best interest of Tooele City because of the policy interests identified herein:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that the provisions of Tooele City Code Title 7 (Zoning) enumerated above and shown in Exhibit A are hereby enacted.

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 _____, 2024.

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

Title 7

Civil Penalty Provisions

TITLE 7. UNIFORM ZONING TITLE OF TOOELE CITY

- Chapter 1. General Provisions.**
- Chapter 1a. Amendments to the Tooele City General Plan Zoning Ordinance, and Zoning District Map.**
- Chapter 2. Supplementary and Qualifying Regulations.**
- Chapter 3. Nonconforming Uses.**
- Chapter 4. Off-Street Parking Requirements.**
- Chapter 5. Conditional Use.**
- Chapter 6. Planned Unit Development Overlay District (PUD).**
- Chapter 7. Repealed (Ord. 97-21, 06-04-97).**
- Chapter 8. Mobile Home Parks.**
- Chapter 9. Recreational Vehicles and Recreational Vehicle Parks.**
- Chapter 10. Performance Standards for Industrial and Other Uses.**
- Chapter 11. Design Review.**
- Chapter 11a. Design Standards: Multi-Family Residential.**
- Chapter 11b. Design Standards: Single-Family Residential.**
- Chapter 12. Sensitive Area Overlay Zoning Regulations.**
- Chapter 13. Zoning Districts.**
- Chapter 13a. OS Open Space Zone.**
- Chapter 14. Residential Zoning Districts.**
- Chapter 14a. Accessory Dwelling Units**
- Chapter 14b. RSD Residential Special Districts**
- Chapter 15. Residential Facilities For Persons with a Disability.**
- Chapter 15a. Residential Facilities for Elderly Persons.**
- Chapter 16. Zoning District Purpose and Intent. Mixed Use, Commercial, Industrial and Special Purpose Districts.**
- Chapter 16a. CSD Commercial Special Districts**
- Chapter 16b. Business Park Zoning District**
- Chapter 17. Repealed (Ord. 98-40, 12-16-98).**
- Chapter 18. Repealed (Ord. 2003-10, 03-19-03 and Sec 7-18-8).**
- Chapter 19. Subdivisions.**
- Chapter 20. Condominium Approval Procedure.**
- Chapter 21. Repealed (Ord. 2012-17, 09-10-12).**
- Chapter 22. Certificates of Occupancy.**
- Chapter 23. Official City Maps and Major Street Master Plan.**
- Chapter 24. Annexed Areas.**
- Chapter 25. Signs.**
- Chapter 26. Water Rights.**
- Chapter 27. Personal Wireless Telecommunications Facilities.**
- Chapter 28. Constitutional Taking Issues.**
- Chapter 29. Temporary Vehicle Sales Lots.**

CHAPTER 1. GENERAL PROVISIONS.

- 7-1-1. Purpose.**
- 7-1-2. Interpretation.**
- 7-1-3. Conflict.**
- 7-1-4. Effect on Previous Ordinances and Maps.**
- 7-1-5. Definitions.**
- 7-1-6. Enforcement.**
- 7-1-7. Violations and Penalties.**
- 7-1-8. Construction.**
- 7-1-9. Appeals and 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.
(Ord. 1983-05, 04-20-1983)

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.
(Ord. 1983-05, 04-20-1983)

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 Previous Ordinances and 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.
(Ord. 2019-08, 03-20-2019) (Ord. 1983-05, 04-20-1983)

7-1-5. Definitions.

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

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

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

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

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

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

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

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

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

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

Accessory Vehicle Storage Yard - Private storage yard for the storage of automobiles for up to and not to exceed 120 days, in conjunction with and ancillary to an allowed automobile sales and rental business including, but not limited to, temporary storage of re-possessed vehicles, vehicles awaiting insurance claims and vehicles awaiting general maintenance or repair prior to being sold.

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.

Amusement Facility - A site or facility providing games or activities operated for the purpose of entertainment for patrons such as haunted houses, video and arcade games, rides, water slides, or other substantially similar uses.

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 or 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 the purpose of this Title, any written request for approval or issuance of a development order, permit, or license including but not limited to Zoning District amendments, subdivision plats, site plans, building and development permits, variances, Conditional Use Permits.

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

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

manufacture.

Authorized Agent - Any person with valid authority provided by the Owner, as evidenced by a document, filed with the City, authorizing the Agent to represent the Owner, and acting on behalf of the Owner of land seeking a development permit approval.

Auto Impound Yard - Public or private storage yard for the temporary storage of automobiles under impound as a part of a law enforcement towing and impound rotation program and in compliance with all applicable Utah State laws and regulations.

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

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

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

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

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

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

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

Boarding House - An existing residential structure a portion of which is used to accommodate for compensation, no more than three 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 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 nonresidential facility providing for the care,

supervision, and protection of 17 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 17 or more children at any one time. All Nonresidential Commercial Day Cares and Preschools shall follow all standards for site plan development, including parking, landscaping, building setbacks and so forth as required by the GC General Commercial Zone.

Day Care/Preschool (Home Occupation) - The care of children within a dwelling unit that provides care for four to 16 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 5% for roads and 2% for water, sewer, secondary water, and storm water utilities, beginning one 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; 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 or more sections, is eight 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 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, Primary - A single-family dwelling unit to which an accessory dwelling unit is subordinate.

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

Dwelling; Townhouse - 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 families, the structure having two 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 -

(1) An individual person.

(2) Two or more persons, related by blood, marriage, or adoption, including foster children, living together in a dwelling; and, up to two other persons, hired for domestic help, residing in the dwelling.

(3) Up to four unrelated persons living together in a dwelling.

(4) A group of persons with a disability living in a residential facility for persons with a disability as

permitted by Chapter 7-15 of this Title.

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, including lithium-ion batteries. A lithium-ion or Li-ion battery is a type of rechargeable battery that uses the reversible intercalation of Li⁺ ions into electronically conducting solids to store energy.

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, acupressurist, 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.

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.

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 or more dogs, cats, and other household domestic animals, more than six 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.

Medical Cannabis Pharmacy - A medical cannabis pharmacy as defined in UCA 26-61a-102, as amended.

Medical Cannabis Production Establishment - A cannabis production establishment as defined in UCA 4-41a-102, as amended.

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.

Military Surplus Yard - Public or private storage yard for the storage and/or display of military automobiles or equipment. This use may occur outdoors or within an enclosed building.

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.

Recreational Facility, Indoor - A recreation facility located within a structure or building and operated for the purpose of physical activities or entertainment through games and activities of skill such as a skating rink, bowling alley, mini-golf course, billiards, sport or athletic training facilities, batting cages, or substantially similar uses. Such uses shall not include public parks, membership clubs, or amusement facilities.

Recreational Facility, Outdoor - A facility operated for the purpose of physical activities or entertainment through games and activities of skill such as a skating rink, bowling alley, mini-golf course, billiards, sport or athletic training facilities, batting cages, swimming pool, tennis and racquetball facilities, or substantially similar uses. Such uses shall not include public parks, membership clubs, or amusement facilities.

Recreational Facility, Private - A 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 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 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 no more than eight disabled persons reside and which is licensed or certified, as applicable, by:

(1) the Utah Department of Human Services under Title 62A, Chapter 2, of the Utah Code, Licensure of Programs and Facilities; and,

(2) the Utah Department of Health under Title 26, Chapter 21, of the Utah Code, Health Care Facility Licensing and Inspection Act.

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 of 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 (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 (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, (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 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 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.

Underlying Zoning District - See Base Zoning District. Use - The purpose or purposes for which land or a building is occupied, maintained, arranged, designed, or intended.

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

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

Utility Service Facility (major) - Any electric transmission lines (greater than 115,000 volts), power plants, or substations of electric utilities; gas regulator stations, transmission and gathering pipelines, and

storage areas of utilities providing natural gas or petroleum derivatives; and their appurtenant facilities

Utility Service Facility (minor) - Any electrical distribution lines, natural gas distribution lines, cable television lines, telegraph and telephone lines, and gathering lines, or other minor service facilities. No buildings are allowed and the use is limited to the following sizes:

(1) gas lines less than 12 inches; and

(2) electric lines of less than 115,000 volts.

Vehicle Storage - Public or private storage yard for the temporary storage of automobiles. This use is intended for the storage of automobiles, recreational vehicles, and trailers in a manner similar to or in combination with a Personal Storage Facility where no part extraction from the vehicles stored is permitted. Vehicle storage shall not include the storage of an individual vehicle on the residential property of owner of the vehicle that is incidental to the residential use of the property.

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

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

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

(Ord. 2024-04, 03-06-2024) (Ord. 2024-03, 02-21-2024) (Ord. 2022-40, 12-21-2022) (Ord. 2022-21, 07-06-2022) (Ord. 2020-46, 11-04-2020) (Ord. 2020-42, 10-07-2020) (Ord. 2019-29, 12-04-2019) (Ord. 2019-27, 10-02-2019) (Ord. 2019-13, 08-21-2019) (Ord. 2019-08, 03-20-2019) (Ord. 2018-24, 12-05-2018) (Ord. 2018-08, 09-05-2018) (Ord. 2017-14, 06-07-17) (Ord. 2016-17, 11-02-2016) (2015-25, 12-16-2015) (Ord. 2013-17, 02-05-2014)

7-1-6. Enforcement.

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

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

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

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

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

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

(c) Tooele City may not issue a building permit unless the plans of and for the proposed erection,

construction, reconstruction, alteration, or use fully conform to all regulations then in effect.

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

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

7-1-7. Violations and Penalties.

(1) ~~Civil. Unless otherwise provided, a violation of this Title is a civil infraction, punishable as follows:~~

- ~~(a) first violation: \$50 fine;~~
- ~~(b) second violation: \$200 fine;~~
- ~~(c) third and subsequent violations: \$500 fine.~~

(2) ~~Criminal. In addition to the civil penalties provided in this Section, and unless otherwise provided, a violation of this Title may be charged and prosecuted as a criminal infraction. Violation of any of the provisions of this Title are punishable as a class C misdemeanor upon conviction.~~

(Ord. 2019-08, 03-20-2019) (Ord. 1991-08, 12-12-1991)

7-1-8. Construction.

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

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

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

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

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

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

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

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

7-1-9. Appeals and Variances.

(1) The administrative hearing officer shall hear and decide:

(a) appeals from zoning decisions applying the zoning ordinance;

~~(b) appeals from civil citations issued for violations of this Title; and,~~

~~(c) variances from the terms of the zoning ordinance.~~

(2) A person desiring to appeal a zoning decision ~~or civil citation~~, 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.

(Ord. 2019-08, 03-20-2019) (Ord. 2016-15, 10-19-2016) (Ord. 2006-24, 11-15-2006) (Ord. 1994-56, 01-31-1995)

(March 12, 2024)

7-1.13

CHAPTER 3. NONCONFORMING USES

7-3-1. Nonconforming use defined.

7-3-2. Noncomplying structures.

7-3-3. Maintenance and repair of noncomplying structures.

7-3-4. Restoration of noncomplying structures.

7-3-5. Nonconforming use of land.

7-3-6. Change of use.

7-3-7. Discontinuance of nonconforming uses.

7-3-8. Violations.

7-3-9. Appeals.

7-3-1. Nonconforming Use Defined.

As used in this Title, a nonconforming use is the use of any building, structure, or land which is prohibited by any zoning, building, or other regulatory ordinance, but which lawfully existed prior to the effective date of such ordinance. A noncomplying structure is a structure or building regulated by but not in compliance with uniform building codes, but which was lawfully constructed prior to the effective date of such codes.

(Ord. 2006-25, 01-03-2007); (Ord. 1995-16, 08-19-95)

7-3-2. Noncomplying Structures.

A noncomplying structure, or use thereof, existing at the time this Ordinance became effective, may continue to exist, provided that:

(1) the building or structure is occupied or utilized for at least 30 days in each calendar year;

(2) the floor space of the building or structure is not increased;

(3) no structural alterations are made to the building or structure except as provided by this [zoning] Title; and

(4) any nonconforming use of the building or structure not extend beyond the floor area of the building or structure.

(Ord. 2006-25, 01-03-2007); (Ord. 1995-16, 08-19-95)

7-3-3. Maintenance and Repair of Noncomplying Structures.

A noncomplying structure may be maintained and repaired, subject to the provisions of this Chapter. (Ord. 2006-25, 01-03-2007); (Ord. 1995-16, 08-19-95)

7-3-4. Restoration of Noncomplying Structures.

(1) Except as provided in subsection (3) below, a noncomplying structure may be reconstructed and restored after the structure has been involuntarily destroyed in whole or in part due to fire or other calamity.

(2) Except as provided in subsection (3), below, a nonconforming use of a noncomplying structure that is involuntarily destroyed in whole or in part due to a fire or other calamity may resume and continue that use upon reconstruction or restoration of the structure.

(3) A noncomplying structure may not be reconstructed or restored, and a nonconforming use of a noncomplying structure may not be resumed or continued, if:

(a) at the time the structure is destroyed in whole or in part, it has been unoccupied or unused for one (1) year pursuant to Section 7-3-7, below;

(b) the structure has been allowed to deteriorate to a condition that the structure is rendered uninhabitable, in the opinion of the Building Official, and is not repaired or restored to a state of habitability within six (6) months, after written notice is mailed to the property owner or posted upon the structure property that the structure is uninhabitable and that the structure or the nonconforming use of the structure will be lost if the structure is not repaired or restored to habitability within six (6) months; or

(c) the property owner has voluntarily demolished a majority of the structure or the building that houses the nonconforming use.

(Ord. 2006-25, 01-03-2007); (Ord. 1995-16, 08-19-95)

7-3-5. Nonconforming Use of Land.

A nonconforming use of land, existing at the time that the land use ordinances applicable to the land changed so as to prohibit the use, may be continued, provided that:

(1) the land is used for such nonconforming use at least 30 days in each calendar year; and,

(2) the nonconforming use is in no way expanded or extended either on the same or on adjoining property.

(Ord. 2012-26, 12-05-12); (Ord. 1995-16, 08-19-95)

7-3-6. Change of Use.

A nonconforming use, if changed to a conforming use, may not thereafter be changed back to a nonconforming use.

(Ord. 1995-16, 08-19-95)

7-3-7. Discontinuance of Nonconforming Uses.

(1) If any noncomplying structure remains unoccupied or unused for the period of one year, or if the noncomplying structure does not satisfy the requirements of this Chapter, any future use of that building shall conform to the provisions of the zone in which the structure is located.

(2) If any nonconforming use of land is discontinued for the period of one year, or if the nonconforming use does not satisfy the requirements of this Chapter, any future use of that land shall conform to the provisions of the zone in which the land is located.

(3) Upon allegation of discontinued occupation or nonconforming use of a noncomplying structure, discontinued use of a nonconforming use of land, or other failure to comply with this Chapter, the owner of the structure or land shall have the burden of establishing compliance with this Chapter.

(Ord. 2006-25, 01-03-2007); (Ord. 1995-16, 08-19-95)

7-3-8. ~~Violations. Penalties.~~

(1) Civil. Unless otherwise provided, a violation of this Chapter is a civil infraction, punishable as follows:

- (a) first violation: \$100 fine;
- (b) second violation: \$250 fine;
- (c) third and subsequent violations: \$500 fine.

(2) Criminal. In addition to the civil penalties provided in this Section, a violation of this Chapter may be charged and prosecuted as a class C misdemeanor.

7-3-9. Appeals.

(1) The administrative hearing officer shall hear and decide appeals from civil citations issued for violations of this Chapter.

(2) A person desiring to appeal a civil citation 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 are identified in Tooele City Code Chapter 1-28.

CHAPTER 5. CONDITIONAL USE

- 7-5-1. Purpose.
- 7-5-2. Requirements.
- 7-5-3. Public hearing.
- 7-5-4. Findings of fact.
- 7-5-5. Notification of Planning Commission action.
- 7-5-6. Conditions appurtenant to property.
- 7-5-7. Building permits.
- 7-5-8. Time limits; termination of permits.
- 7-5-9. Guidelines for conditions.
- 7-5-10. Revocation.
- 7-5-11. Appeals.
- 7-5-12. Violations. ~~Penalty~~
- 7-5-13. Appeals.
- 7-5-14. Administrative Conditional Uses.

7-5-1. Purpose.

The purpose and intent of this Chapter is to allow the integration of specified uses which are allowed uses of the zoning district, but which may create detrimental effects upon neighboring land uses and occupants without the imposition of reasonable conditions calculated to mitigate those detrimental effects.

(Ord. 2016-15, 10-19-2016) (Ord. 1996-21, 09-04-1996)

7-5-2. Requirements.

(1) General requirements. A conditional use permit shall be required for all uses listed as conditional uses in each zoning district or elsewhere in this Code.

(2) Application requirements. Application for a conditional use permit shall be made by the property owner or authorized agent to the Community Development Department upon a form prescribed by the Department Director. An application which does not satisfy the requirements of this Chapter shall not be heard. An application must contain the following information:

- (a) the name, address, and telephone number of the applicant;
- (b) an affidavit under oath asserting ownership of the subject property, executed by the owner or authorized agent;
- (c) the description of the property, including a legal description, street address, and other common means of identification;
- (d) the names and addresses of all last known property owners as contained in the current records of the Tooele County recorder, within a 200-foot radius of the subject property, measured from the closest boundary of the proposed conditional use as shown on the development plan;
- (e) a written statement indicating the manner of compliance with the provisions of this Code, and a written statement setting forth specifically any variance granted by the City from any provision of this Code;
- (f) an accurate scale drawing showing the

locations of the existing and proposed streets, property lines, uses, structures, driveways, pedestrian walks, off-street parking, off-street loading facilities, and landscaped areas; and,

(g) such other information, plans, maps, diagrams and information that may be necessary or helpful to assure the full presentation of all pertinent facts for the record and to assist the Planning Commission in making a determination.

(3) Fees.

(a) Application fee. A conditional use application must be accompanied by the fee established by Resolution of the City Council. A receipt or notation of receipt number showing that the application fee has been paid must be attached to all applications as proof of filing.

(b) Extension fee. A request for conditional use permit extension must be accompanied by the fee established by Resolution of the City Council.

(c) Appeal fee. An appeal from a Planning Commission determination must be accompanied by the fee established by Resolution of the City Council.

(Ord. 2016-15, 10-19-2016) (Ord. 1996-21, 09-04-1996)

7-5-3. Public hearing.

(1) Public hearing. The Planning Commission shall hold a public hearing on all conditional use applications. The Commission shall consider conditional use permit applications at its regularly scheduled business meeting as soon as practicable after the filing of an application. Applications must be filed with the City Engineer not later than 15 days prior to the scheduled business meeting.

(2) Notice. At least 7 days prior to the date set for the hearing, the City shall mail written notice of the hearing to each property owner whose name and address accompany the application. The notice shall give the date, time, and place of the hearing, the name of the applicant, the requested conditional use, an identification of the subject property, and such other information as the Planning Commission may require. In addition to the application fee, the applicant shall pay the costs incurred by the City to provide the required notice.

(3) Procedure. At the public hearing, testimony may be given by the applicant and all other persons either in support of or in opposition to the application. The Planning Commission may take the application under advisement, but shall render its determination within 30 days of the date of the hearing.

(4) Approval. The Planning Commission shall approve the conditional use application if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with

applicable standards, the conditional use may be denied.

(5) Minutes. All conditions imposed upon approval of the application shall be entered into the minutes of the Planning Commission and on the conditional use permit.

(6) Code compliance. The granting of a conditional use permit shall not exempt the applicant/permittee from the requirements of this Code. (Ord. 2009-15, 12-2-2009) (Ord. 1996-21, 09-04-1996)

7-5-4. Findings of fact.

Prior to approving or denying a conditional use permit application, the Planning Commission shall make, in the business meeting at which the public hearing is conducted or the permit is approved or denied, a finding of the following facts:

(1) the reasonably anticipated detrimental effects of the proposed use upon adjacent and nearby persons and properties;

(2) the evidence identified regarding the identified reasonably anticipated detrimental effects of the proposed use;

(3) the reasonable conditions imposed, as part of the conditional use permit approval, intended to mitigate the reasonably anticipated detrimental effects of the proposed use;

(4) the reasons why the imposed conditions are anticipated or hoped to mitigate the reasonably anticipated detrimental effects of the proposed use;

(5) the evidence, if any, identified regarding the ability of the imposed conditions to mitigate the reasonably anticipated detrimental effects of the proposed use.

(Ord. 2012-25, 11-21-2012) (Ord. 1996-21, 09-04-1996)

7-5-5. Notification of Planning Commission action.

Within a reasonable time following the public hearing, the applicant shall be notified in writing of the Planning Commission's action. If the application is approved, the notification shall detail any conditions imposed, the procedures to be followed prior to obtaining a business license or building permit, and the expiration date of permit approval.

(Ord. 1996-21, 09-04-1996)

7-5-6. Conditions appurtenant to property.

All conditions imposed upon a conditional use permit shall run with the land, and shall be binding on the applicants and their heirs, successors, and assigns. (Ord. 1996-21, 09-04-1996)

7-5-7. Building permits.

(1) Following the issuance of a conditional use permit by the Planning Commission, and site plan review, if required, the Building Official may approve an application for a building permit and shall ensure that the development is undertaken and completed in compliance with said permit.

(2) Permit document. Prior to the issuance of any building permit or business license, the permittee shall sign a conditional use permit document. The document shall include a list of all conditions imposed by the Planning Commission. A site plan may also be required.

(Ord. 1996-21, 09-04-1996)

7-5-8. Time limits; termination of permit.

(1) Effective date. The date of issuance of a conditional use permit shall be from the date of the Planning Commission's final decision on the conditional use permit application.

(2) Commencement of construction. Within 12 months from the date the Planning Commission grants a conditional use permit, the permittee shall substantially comply with all conditions imposed upon the permit. Substantial compliance shall be demonstrated by obtaining a current building permit and commencing construction. Construction shall be deemed commenced upon the completion of the foundation for at least one principal building or 20% of remodeling or other construction. If construction is not commenced within 12 months, the permit will terminate automatically and without notice to the permittee.

(3) Business license. If construction is not proposed as an element of the conditional use, a business license shall be obtained to satisfy this requirement. If a business license is not obtained within 12 months, the permit will terminate automatically and without notice to the permittee.

(4) Lapsing of permit. If the conditional use should cease for any reason for a continuous period of 12 months, the conditional use permit will terminate automatically and without notice to the permittee.

(5) Extensions. A request for extension of a conditional use permit may be filed with the Community Development Department not less than 30 days prior to the permit expiration date. Following a request for extension, the original conditional use permit shall remain valid until the request for extension is acted upon by the Planning Commission in a regularly scheduled public meeting. A request for extension shall not require a public hearing. A permit may be extended for no more than six months. Failure to request an extension in a timely manner shall cause the conditional use permit to expire without further notice, and a new conditional use permit shall be required prior to any reinstatement of the use.

(6) Reinstatement. Where a conditional use permit terminates under this Section, approval of a new conditional use permit shall be required prior to any reinstatement of the use.

(Ord. 2016-15, 10-19-2016) (Ord. 1996-21, 09-04-1996)

7-5-9. Guidelines for conditions.

(1) Applicants for conditional use permits shall satisfy all the requirements of this Code. The Planning

Commission may establish all reasonable conditions it deems necessary to protect the health, safety, and general welfare of the community. In addition, the Planning Commission may impose conditions regarding the following:

(a) conditions relating to safety for persons and property:

(i) building elevations and grading plans which will prevent or minimize flood water damage, where property may be subject to flooding; for example, down-sloping driveways;

(ii) the relocation, covering, or fencing of irrigation ditches, drainage channels, and other potential dangers existing on or adjacent to the property;

(iii) increased setback distances from lot lines;

(iv) design, construction, and location of structures, buildings, and facilities in relation to any earthquake fault or other seismic hazard, which may exist on or near the property, and limitations or restrictions to use or location of use due to site conditions, including but not limited to flood plains or landslide areas that may exist outside of the Sensitive Area Overlay areas;

(v) the arrangement and dimensions of truck loading and unloading facilities;

(vi) the construction of curbs, gutters, drainage culverts, sidewalks, streets, fire hydrants, and street lighting;

(vii) limits on time of day for the conduct of specified activities, or the absolute length of time of the proposed use; for example, commercial and industrial uses within 250 feet of a residential zoning district not operating between 10:00 p.m. and 6:00 a.m.; and,

(viii) wind energy conversion systems.

(b) conditions relating to health and sanitation:

(i) the sufficiency of water to serve the proposed land use and a water delivery system to be installed according to standards adopted by the City;

(ii) a wastewater disposal system approved by the Tooele County Health Department according to standards adopted by the City; and,

(iii) solid waste disposal receptacle enclosures constructed according to standards adopted by the City;

(iv) construction of water mains, sewer mains, and drainage facilities serving the proposed use, in sizes necessary to protect existing utility users in the district and to provide for orderly development of land in the City.

(c) conditions relating to environmental concerns:

(i) areas that may exist outside of the Sensitive Area Overlay due to soil capabilities, wildlife, and plant life;

(ii) processes for the control, elimination, or prevention of land, water, or air pollution, the

prevention of soil erosion, and the control of objectionable odors and noise;

(iii) the planting of ground cover or other surfacing to prevent dust and erosion;

(iv) the restructuring and revegetation of the land when the use involves cutting or filling the land and where such land would be adversely affected if not restructured or revegetated.

(d) conditions relating to compliance with the purposes and regulations of general plans and zoning districts:

(i) conditional uses being located only on lots fronting arterial or collector streets within the district;

(ii) the removal of nonconforming, noncompliant, nuisance, or unsafe structures, debris, or plant materials;

(iii) the screening of yards or other areas as protection from other land uses and activities;

(iv) landscaping in addition to that which may be required in other chapters of this Code, to ensure protection from neighboring land uses;

(v) the location, height, lighting, and materials used for the construction of structures to ensure protection of neighboring land uses specifically if the use abuts a residential zoning district;

(vi) the location, height, and materials of walls, fences, hedges, and screen plantings to ensure protection of adjacent development, or to conceal storage areas, utility installations, or other accessory features or structures;

(vii) the relocation of proposed or existing structures as necessary to provide for future streets on the Official Street Map, sight distances for general safety, groundwater control, or similar concerns.

(viii) the construction of recreational facilities necessary to satisfy the needs of the conditional use;

(ix) increased setback distances from lot lines;

(x) decreasing the intensity of land uses to avoid nuisances or other detrimental effects; and,

(xi) improvements which serve the property in question and which may compensate in part or in whole for possible detrimental effects to the district from the proposed conditional use.

(e) conditions relating to performance and administration:

(i) bonding or other valuable assurance in favor of the City in an amount to be determined by the City may be required for improvements or guarantees of construction relating to the conditional use permit.

(Ord. 2016-15, 10-19-2016) (Ord. 1996-21, 09-04-1996)

7-5-10. Revocation.

(1) The issuance of a conditional use permit under this Chapter grants a revocable property interest and

privilege to engage in the conditional use allowed on the permitted property. The permittee agrees, as a condition of permit issuance, to conduct the conditional use on the permitted property in conformity with the terms and conditions of the permit, the ordinances of the City, and all other applicable laws.

(2) Any conditional use permit issued pursuant to the provisions of this Chapter may be revoked by the Community Development Director for failure of the permittee to observe, or to assure observance of, all the conditions specified in the issuing of the permit, or for failure to observe other requirements of this Code in regards to the maintenance of improvements or the conduct of the use or activity as approved.

(3) An action or omission constituting grounds for revocation under this Section by an agent, employee, officer, operator, owner, guest, or patron of the permittee shall constitute the action or omission of the permittee.

(4) Prior to revocation, the Community Development Director shall make a preliminary determination to revoke. Notification of the Director's preliminary determination to revoke a conditional use permit shall be mailed by the Department by certified U.S. mail to the permittee at the mailing address identified on the conditional use permit application.

(5) Notification of conditional use permit revocation shall be mailed by the Department by certified U.S. mail to the permittee:

(a) if no timely appeal of the preliminary revocation determination was filed, at the mailing address identified on the conditional use permit application; or,

(b) if a timely appeal of the preliminary revocation determination was filed, and the determination was sustained by the Administrative Hearing Officer, at the address identified on the appeal.

(6) The City shall have the right of action to compel offending structures or uses to be removed at the cost of the violator or owner.

(Ord. 2016-15, 10-19-2016) (Ord. 1996-21, 09-04-1996)

7-5-11. Appeals.

Appeals of actions taken or decisions made under this Chapter shall be to the Administrative Hearing Officer.

(Ord. 2016-15, 10-19-2016) (Ord. 1996-21, 09-04-1996)

7-5-12. ViolationsPenalty.

(1) The following are violations of this Chapter ~~and are class B misdemeanors:~~

(a~~1~~) conducting a use that is identified as a conditional use in Chapter 7-14 Table 1: Table of Uses or §7-16-3 (Table 1: Table of Uses) of this Title without a valid, current conditional use permit;

(b~~2~~) conducting a use in violation of the terms of a conditional use permit; and,

(c~~3~~) continuing to conduct a use after a conditional use permit for that use has been revoked.

(2) Civil. Unless otherwise provided, a violation of this Chapter is a civil infraction, punishable as follows:

(a) first violation: \$100 fine;

(b) second violation: \$250 fine;

(c) third and subsequent violations: \$500 fine.

(3) Criminal. In addition to the civil penalties provided in this Section, a violation of this Chapter may be charged and prosecuted as a class C misdemeanor.

(Ord. 2012-23, 11-21-2012)

7-5-13. Appeals.

(1) The administrative hearing officer shall hear and decide appeals from civil citations issued for violations of this Chapter.

(2) A person desiring to appeal a civil citation 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 are identified in Tooele City Code Chapter 1-28.

7-5-143. Administrative Conditional Uses.

The terms of this Section shall apply only to those conditional uses listed in Subsection (1). In the event that the terms of this Section conflict with similar provision elsewhere in this Chapter, the terms of this Section shall supersede for those conditional uses listed in Subsection (1).

(1) Conditional Uses to be Reviewed Administratively. All home occupation uses requiring a conditional use permit shall be reviewed administratively.

(2) Application. All applications for a home occupation conditional use permit shall be filed with the Community Development Department as prescribed in Section 7-5-2 herein.

(3) Fees.

(a) Application Fee. An application for a home occupation conditional use permit shall be accompanied by the fee established by Resolution of the City Council. A receipt or notation of receipt number showing that the application fee has been paid must be attached to all applications as proof of filing. An application for a home occupation conditional use permit shall not be complete without a paid application fee and shall not be accepted.

(b) Extension Fee. A request for extension of a home occupation conditional use permit must be accompanied by the fee established by Resolution of the City Council and must be received prior to the expiration of

the permit. An application for extension of a home occupation conditional use permit shall not be complete without a paid application fee and shall not be accepted. Time limits and extensions of a home occupation conditional use permit shall comply with the terms of Section 7-5-8 herein.

(c) Appeal Fee. An appeal from a determination on a home occupation conditional use permit must be accompanied by the fee established by Resolution of the City Council. An application for appeal of a home occupation conditional use permit shall not be complete without a paid application fee and shall not be accepted.

(4) Notice of Application. Upon receipt of a complete application for a home occupation conditional use permit, the Zoning Administrator shall issue notice to all property identified under Section 7-5-2(d) herein. The notice shall include at least the following:

(a) Identification of the property where the proposed home occupation conditional use is to be located;

(b) The nature of the proposed home occupation;

(c) Identification of the proposed home occupation conditional use as an administrative review;

(d) Invitation to submit any relevant information and evidence in writing to the Zoning Administrator regarding the application; and,

(e) The date and time deadline, to be not less than 7 calendar days from the date of the notice, for receipt of all submitted relevant information and evidence.

(5) Review of Application.

(a) Standard of Review. Upon receipt of all submitted relevant information and evidence, the Zoning Administrator shall review the application and the submitted relevant information and evidence for compliance with the applicable terms of the Tooele City Code. The Zoning Administrator shall review applications for a home occupation conditional use permit according to Section 7-5-3(4) based on the substantial evidence provided in the application, the applicable provisions of the Tooele City Code, and the submitted relevant information and evidence. In the event the Zoning Administrator finds substantial evidence that the application presents unique or extraordinary challenges or the submitted relevant information and evidence present substantial concern that the Zoning Administrator deems a public hearing to be warranted or necessary, the Zoning Administrator, in their sole discretion, shall have the option to defer the application for a home occupation conditional use permit to the Planning Commission for review. In doing so, the application shall then follow the process described in this Chapter for Planning Commission review including noticing and scheduling of a public hearing.

(b) Findings of Fact. The Zoning Administrator may impose conditions necessary to ensure the application's compliance with the purpose of the Chapter according to the terms of Section 7-5-4 herein.

(6) Notification of Action. Within 7 calendar days of the deadline identified in Subsection (5)(e) herein, the Zoning Administrator shall issue a written notification of

determination to the applicant of a home occupation conditional use permit as outlined in section 7-5-5 herein.

(7) Appeal. Any aggrieved party to a written determination for a home occupation conditional use permit may appeal in writing to the Director of the Community Development Department within 7 calendar days of the date of determination being appealed. The Director shall review the appeal according to the same standard of review as the determination and issue a determination to uphold or overturn the Zoning Administrator's determination within 7 calendar days of the appeal being filed. An appeal of the Director's determination may be appealed according to Section 7-5-11 herein.

(Ord. 2016-18, 11-02-2016)

CHAPTER 15. RESIDENTIAL FACILITIES FOR PERSONS WITH A DISABILITY

7-15-1. Applicability.

7-15-2. Scope.

7-15-3. Permitted Uses.

7-15-4. Reasonable Accommodation.

7-15-5. Accommodation Review.

7-15-6. State Certification or Licensure.

7-15-7. Revocation of Occupancy Permit.

7-15-8. Violations.

7-15-9. Appeals.

7-15-1. Applicability.

The City intends this Chapter to be interpreted and applied in a manner that is consistent with the Utah Fair Housing Act (UCA Chapter 57-21), the Federal Fair Housing Amendments Act of 1988 (42 USC Section 3601 et seq.), Title II of the Americans With Disabilities Act, and the Rehabilitation Act. (2022-40, 12-21-2022) (Ord. 2012-17, 09-05-2012)

7-15-2. Scope.

If any dwelling meets the definition of a residential facility for disabled persons as defined in Section 7-1-5 of this Title, the requirements of this Chapter shall govern, notwithstanding any conflicting provision of this Title or this Code. Except as provided herein, the requirements of this Chapter shall not be construed to prohibit or limit other applicable provisions of this Title, this Code, or other laws.

(2022-40, 12-21-2022) (Ord. 2012-17, 09-05-2012)

7-15-3. Permitted Uses.

(1) Notwithstanding any contrary provision of this Title, a residential facility for persons with a disability shall be a permitted use in any zoning district where a dwelling is allowed either as a permitted or conditional use, subject to the same development regulations as applied to dwellings.

(2) A residential facility for persons with a disability may not be allowed by variance, prior accommodation, legal nonconforming building, or legal nonconforming use.

(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 (MR-20, MR-16, MR-12, 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 as required in Chapter 7-4 of this Title.

(6) No more than 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 one toilet, one lavatory, and one tub or shower to each 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.

(Ord. 2022-40, 12-21-2022) (Ord. 2022-22, 07-06-2022) (Ord. 2019-12, 05-15-2019) (Ord. 2019-08, 03-20-2019) (Ord. 2012-17, 09-05-2012)

7-15-4. Reasonable Accommodation.

(1) None of the requirements of this Chapter shall be interpreted to limit any reasonable accommodation to afford a disabled person an equal opportunity to use and enjoy a dwelling as required by the Fair Housing Amendments Act of 1988, Title II of the Americans With Disabilities Act, the Utah Fair Housing Act, the Rehabilitation Act, and any other Federal or State law requiring a reasonable accommodation for a disabled person.

(2) Any person or entity wanting a reasonable accommodation shall submit a written application to the Director of the Community Development Department, which shall include at least the following:

a. The address of the property to which the accommodation will be applied;

b. The accommodation requested, including the regulations, policies, or procedures from which an accommodation is sought;

c. An explanation of why the accommodation is reasonable and necessary to afford a disabled person an equal opportunity to use and enjoy a dwelling; and,

d. All information necessary and sufficient for the findings required in subsection (4) of this Section.

(3) The Director shall evaluate all reasonable accommodation requests based on the criteria required of an applicant by subsection (4) of this Section.

(4) Within 30 days after receipt of a complete application, the Director shall issue a written decision on the requested reasonable accommodation. The Director may either grant, grant with modifications, or deny a request for reasonable accommodation under the following factors:

a. Whether the dwelling, which is the subject of the request for reasonable accommodation, will be used by a disabled person;

b. Whether the requested accommodation is necessary to afford disabled persons equal opportunity to use and enjoy a dwelling when compared to similarly situated persons or groups without a disability;

c. Whether the requested accommodation would impose an undue financial or administrative burden on the City;

d. Whether the requested accommodation would require a fundamental alteration in the nature of the City's planned land use, zoning, or building programs;

e. Whether the requested accommodation is reasonable under the circumstances;

f. Whether the request for accommodation would cause a dwelling to be made available to an individual whose tenancy is anticipated to cause a direct threat to the health or safety of other individuals or whose tenancy is anticipated to cause substantial physical damage to the property of others; and,

g. Any other relevant considerations under Federal, State, or Tooele City laws.

(5) If the Director denies a reasonable accommodation request, or grants the request with modifications, the decision may be appealed by the accommodation applicant to the Administrative Hearing Officer in the manner provided for appeals of administrative decisions in Chapter 1-28 of this Code. The review of all such appeals, including any appeals from the Administrative Hearing Officer to the District Court, shall be based upon the record presented to the Director, and shall not be de novo.

(6) A reasonable accommodation shall not be deemed a variance and shall not run with the land.

(7) If the Director does not render a written decision on the request for reasonable accommodation within the 30-day time period allotted by this Section, the request shall be deemed denied based upon the insufficiency of the applicant's information to satisfy the criteria of this Section.

(8) While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

(9) It is the applicant's burden to demonstrate that the accommodation is necessary and reasonable under the standards and definitions set forth in Federal and State law, including Federal and State case law.

(Ord. 2022-40, 12-21-2022) (Ord. 2019-08, 03-20-2019) (Ord. 2012-17, 09-05-2012)

7-15-5. Accommodation Review.

(1) The purpose of the Director's review is to assure that all reasonable accommodation requests comply with this Title, and that all decisions on reasonable accommodation requests are reviewed and handled in compliance with this Title, the Fair Housing Amendments Act of 1988, Title II of the Americans With Disabilities Act, the Utah Fair Housing Act, the Rehabilitation Act, and any other Federal, State, and Tooele City laws requiring a reasonable accommodation for a disabled person.

(2) The Director may consult with and obtain the services of Tooele City personnel and outside professionals or technical experts to help evaluate any and all requests for accommodation.

(Ord. 2019-08, 03-20-2019) (Ord. 2012-17, 09-05-2012)

7-15-6. State Certification or Licensure.

(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.

(2022-40, 12-21-2022) (Ord. 2012-17, 09-05-2012)

7-15-7. 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 primarily 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 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.

(2022-40, 12-21-2022) (Ord. 2012-17, 09-05-2012)

7-15-8. 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) Civil. Unless otherwise provided, a violation of this Chapter is a civil infraction, punishable as follows:

- (a) first violation: \$100 fine;
- (b) second violation: \$500 fine;
- (c) third and subsequent violations: \$1,000

fine.

(3) Criminal. In addition to the civil penalties provided in this Section, a violation of this Chapter may be charged and prosecuted as a class C misdemeanor.

7-15-9. Appeals.

(1) The administrative hearing officer shall hear and decide appeals from civil citations issued for violations of this Chapter.

(2) A person desiring to appeal a civil citation 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 are identified in Tooele City Code Chapter 1-28. ~~(2) Any violation of this Chapter is a class B misdemeanor.~~

(2022-40, 12-21-2022) (Ord. 2019-08, 03-20-2019)
(Ord. 2012-17, 09-05-2012)

CHAPTER 15a. RESIDENTIAL FACILITIES FOR ELDERLY PERSONS

7-15a-1. Applicability.

7-15a-2. Purpose.

7-15a-3. Permitted or Conditional Use; Requirements.

7-15a-4. Revocation of Permit.

7-15a-5. Violations.

7-15a-6. Civil Citation Appeals.

7-15a-7. Reasonable Accommodations.

7-15a-8. Reasonable Accommodation Appeals.

7-15a-9. 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.

(Ord. 2012-17, 09-05-2012)

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.

(Ord. 2012-17, 09-05-2012)

7-15a-3. Permitted or Conditional Use; Requirements.

(1) A residential facility for elderly persons (for purposes of this Chapter, a “facility”) housing 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 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 (MR-20, MR-16, MR-12, 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 as required in Chapter 7-4 of this Title.

(f) No more than 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 one toilet, one lavatory, and one tub or shower to each 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 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.

(Ord. 2022-22, 07-06-2022) (Ord. 2019-12, 05-15-2019)

(Ord. 2019-08, 03-20-2019) (Ord. 2012-17, 09-05-2012)

7-15a-4. Revocation of Permit.

The City may revoke the Conditional Use 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 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.

(Ord. 2019-08, 03-20-2019) (Ord. 2012-17, 09-05-2012)

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) **Civil.** Unless otherwise provided, a violation of this Chapter is a civil infraction, punishable as follows:

(a) first violation: \$100 fine;

(b) second violation: \$500 fine;

(c) third and subsequent violations: \$1,000 fine.

(3) **Criminal.** In addition to the civil penalties provided in this Section, a violation of this Chapter may be charged and prosecuted as a class C misdemeanor.

7-15a-6. Civil Citation Appeals.

(1) The administrative hearing officer shall hear and decide appeals from civil citations issued for violations of this Chapter.

(2) A person desiring to appeal a civil citation 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 are identified in Tooele City Code Chapter 1-28. ~~(2) Any violation of this Chapter is a class B misdemeanor.~~

(Ord. 2012-17, 09-05-2012)

7-15a-76. Reasonable Accommodations.

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.

(Ord. 2012-17, 09-05-2012)

7-15a-7. Reasonable Accommodation 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 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 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 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.

(Ord. 2019-08, 03-20-2019) (Ord. 2012-17, 09-05-2012)

CHAPTER 25. SIGNS

- 7-25-1. Title.
- 7-25-2. Purpose and scope.
- 7-25-3. Definitions.
- 7-25-4. Signs prohibited.
- 7-25-4.1 Electronic billboards prohibited.
- 7-25-5. Permits required.
- 7-25-6. Signs not requiring permits.
- 7-25-7. Maintenance.
- 7-25-8. Electronic signs.
- 7-25-8.1 Lighting.
- 7-25-9. Changeable copy.
- 7-25-10. Sign contractor's license.
- 7-25-11. Indemnification and insurance.
- 7-25-12. Signs permitted in all zoning districts.
- 7-25-13. Signs permitted in residential zoning districts.
- 7-25-14. Signs permitted in commercial zoning districts.
- 7-25-14.1. Repealed. (Ord, 2020-42)
- 7-25-15. Signs permitted in industrial zoning districts.
- 7-25-16. Nonconforming signs.
- 7-25-17. Loss of legal nonconforming status.
- 7-25-18. Maintenance and repair of nonconforming signs.
- 7-25-19. Signs in clear view zones - signs in the public right-of-way.
- 7-25-20. Abandoned signs.
- 7-25-21. Construction specifications.
- 7-25-22. Community Development Department duties.
- 7-25-23. Application for permits.
- 7-25-24. Permit fees.
- 7-25-25. Issuance and denial.
- 7-25-26. Permit conditions, refunds and penalties.
- 7-25-27. Inspection upon completion.
- 7-25-28. Variances.
- 7-25-29. Violations procedure.
- 7-25-30. Removal of signs.
- 7-25-31. Violations. Penalties.
- 7-25-32. Appeals.
- 7-25-33. Conflict.
- 7-25-34. Severability.
- 7-25-35. Message Substitution.

7-25-1. Title.

This chapter shall be known as the Tooele City Sign Ordinance.
(Ord. 1994-27, 12-19-1994)

7-25-2. General principles - purpose - scope.

(1) Tooele City is a growing community close to the Salt Lake City metropolitan area. The City has an economic base that relies increasingly on tourism and retail sales activity. In order to preserve the City as a desirable community in which to live, recreate, and do business, a pleasing, visually attractive business

environment is of foremost importance. The regulation of signs within the City is a highly contributive means by which to achieve this desired end. The sign regulations in this Chapter are prepared with the intent of enhancing the City's business environment and promoting the continued well-being of the City.

(2) It is the purpose of this Chapter to promote the public health, safety, and general welfare through a comprehensive system of reasonable, consistent, and nondiscriminatory sign standards and requirements. These sign regulations are intended to:

(a) Enable the identification of places of residence and business.

(b) Allow for the communication of information necessary for the conduct of commerce.

(c) Lessen hazardous situations, confusion, and visual clutter caused by proliferation, improper placement, excess illumination, animation, and excessive height, area, and bulk of signs which compete for the attention of pedestrian and vehicular traffic.

(d) Enhance the attractiveness and economic well-being of the City as a place to live, recreate, and conduct business.

(e) Protect the public from the dangers of unsafe, improperly placed, cluttered, and poorly maintained signs, as well as other hazardous conditions caused by signs.

(f) Permit signs that fit in their locational and architectural context and that aid pedestrian and vehicular orientation, and preclude placement of signs in a manner that conceals or obstructs adjacent land uses or signs.

(g) Encourage signs that are appropriate to the zoning district in which they are located and consistent with the category of use to which they pertain.

(h) Curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business.

(i) Preclude signs from conflicting with the principal permitted use of the site or adjoining sites.

(j) Regulate signs in a manner so as to not interfere with, obstruct vision of, or distract motorists, bicyclists, or pedestrians.

(k) Require signs to be constructed, installed, and maintained in a safe and aesthetic manner.

(l) Preserve and enhance the natural and scenic characteristics of this historic community.

(3) The use of signs is regulated according to zoning district. No sign shall be permitted as a main or accessory use except in accordance with the provisions of this Chapter.

(4) This Chapter is not intended to regulate building design, official traffic signs, political signs not located in the public right-of-way, the copy and message of signs, signs not intended to be viewed from a public right-of-way, window displays, product dispensers and point of purchase displays, scoreboards on athletic fields, flags of any nation, government, or noncommercial organization, gravestones, religious symbols, commemorative plaques, the display of street numbers, or any display or

construction not defined herein as a sign.
(Ord. 2013-03, 06-19-2013); (Ord. 2010-06, 05-19-2010);
(Ord. 1994-27, 12-19-1994)

7-25-3. Definitions.

As used in this chapter:

"A-frame sign" means a portable sign made of two pieces connected by hinges or other hardware and forming the shape of a capital "A" or an inverted "V" when in use.

"Abandoned sign" means a sign which no longer appears to identify, provide directions to, or advertise a current business establishment, service, product, good, event, or activity, or for which no legal owner or lessor can be found upon reasonable diligence.

"Animated sign" means a sign or display manifesting either kinetic or illusionary motion occasioned by natural, manual, mechanical, electrical, or other means. Animated signs include:

(1) "naturally energized" signs whose motion is activated by wind or other atmospheric impingement. Wind driven signs include flags, sails, fins, banners, pennants, streamers, spinners, whirligigs, metallic disks, or other similar devices designed to move in the wind;

(2) "mechanically energized" signs manifesting a repetitious pre-programmed physical movement or rotation in either one or a series of planes activated by means of mechanically based drives; and,

(3) "electrically energized" signs which are illuminated signs whose motion or visual impression of motion is activated primarily by electrical means. Electrically energized animated signs are of two types:

(a) "flashing signs" which are illuminated signs exhibiting a pre-programmed repetitious cyclical interruption of illumination from one or more sources in which the duration of the period of illumination is either the same as or less than the duration of the period of darkness and in which the intensity of illumination varies from zero to 100% during the programmed cycle; and

(b) "illusionary movement signs" which are illuminated signs exhibiting the illusion of movement by means of a pre-programmed repetitious sequential switching action in which illuminated elements of the sign are turned on or off to visually simulate the impression of motion characteristic of chasing, running, blinking, oscillating, twinkling, scintillating, or expanding and contracting light patterns.

"Area" - see "sign, area."

"Awning" means a shelter projecting from and supported by the exterior wall of a building constructed of rigid or nonrigid materials on a supporting framework.

"Awning sign" means a sign painted on, printed on, or attached flat against the surface of an awning.

"Back lit awning" - see "electric awning sign."

"Banner sign" means a sign made of fabric or any nonrigid material with no enclosing framework.

"Billboard" - see "off-premise sign."

"Building" means any structure used or intended to be used for the shelter or enclosure of persons, animals, or property.

"Canopy (building)" means a rigid multi-sided structure

covered with fabric, metal, or other material and supported by a building at one or more points or extremities and by columns or posts embedded in the ground at other points or extremities. It may be illuminated by means of internal or external sources.

"Canopy (freestanding)" means a rigid multi-sided structure covered with fabric, metal, or other material and supported by columns or posts embedded in the ground. It may be illuminated by means of internal or external sources.

"Canopy sign" means a sign affixed or applied to the exterior facing surface or surfaces of a building or freestanding canopy.

"Changeable copy sign" means a sign whose informational content can be changed or altered by manual or electric, electro-mechanical, or electronic means. Changeable signs include:

(1) "manually activated signs" whose alphabetic, pictographic, or symbolic information content can be changed or altered by manual means;

(2) "electrically activated signs" whose alphabetic, pictographic, or symbolic informational content can be changed or altered on a fixed display surface composed of electrically illuminated or mechanically driven changeable segments. These signs include:

(a) fixed message electronic signs whose basic informational content has been pre-programmed to include only certain types of information projection, such as time, temperature, predictable traffic conditions, public service announcements, or other events subject to prior programming; and

(b) computer controlled variable message electronic signs whose informational content can be changed or altered by means of computer-driven electronic impulses.

"City" means the City of Tooele unless the context clearly discloses a contrary intent.

"Civic Organization" means a community-based company, club, committee, association, corporation, or any other organization or group of persons acting in concert which is composed of persons who are members thereof on a voluntary basis and which is primarily established to further educational, charitable, religious, cultural, or local economic development purposes.

"Clearance" (of a sign) means the smallest vertical distance between the grade of the adjacent street, highway, sidewalk, or street curb and the lowest point of any sign, including framework and embellishments, extending over that grade.

"Clear view zone" means the area of a corner lot closest to the intersection which is kept free of visual impairment or obstruction in order to allow full view by both pedestrian and vehicular traffic, as further described in Tooele City Code Section 7-2-11.

"Closing sale sign" means a sign advertising a closing sale regulated by Chapter 5-3.

"Construction sign" means a temporary sign identifying an architect, contractor, subcontractor, and/or material supplier participating in construction on the

property on which the sign is located.

"Copy" means the graphic content of a sign surface in either permanent or removable letter, pictographic, symbolic, or alphabetic form.

"Department" means the Tooele City Community Development Department or successor department.

"Directional/information sign" means an on-premise sign giving directions, instructions, or facility information and which may contain the name or logo of an establishment but no advertising copy, e.g., parking or exit and entrance signs. Such signs may contain logo provided that the logo may not comprise more than 20% of the total sign area.

"Director" means the Director of the Community Development Department or authorized designee.

"Double-faced sign" means a sign with two faces essentially back-to-back.

"Dwell time" means the length of time that elapses between changes in the text, images, or graphics on an electronic sign.

"Electric awning sign" or "back lit awning" means an internally illuminated fixed space-frame structure with translucent, flexible reinforced covering designed in awning form and with graphics or copy applied to the visible surface of the awning.

"Electrical sign" means a sign or sign structure in which electrical wiring, connections or fixtures are used.

"Electronic message center" - see "changeable copy signs, electrically activated."

"Electronic sign" or "digital sign" means any sign, video display, projected image, or similar device with text, images, or graphics generated by solid state electronic components. Electronic signs include, but are not limited to, signs that use light emitting diodes (LED), plasma displays, fiber optics, or other technology that results in bright, high-resolution text, images, and/or graphics.

"Facade" means the entire building front including the parapet.

"Face of sign" means the area of a sign on which the copy is placed.

"Feather sign" means a generally narrow vertical temporary sign with or without copy where the sign is mounted onto a pole or individual mounting device with the intent of utilizing natural or man-made air movement.

"Festoons" means a string of ribbons, tinsel, small flags, or pinwheels.

"Flashing sign" - see "animated sign, electrically energized."

"Frontage" means the length of the property line of any one premise along an adjacent public right-of-way.

"Frontage, building" means the length of an outside building wall facing a public right-of-way or other primary vehicular access.

"Government sign" means any temporary or permanent sign erected and maintained by the city, county, state, or federal government for traffic direction or for designation of or direction to any school, hospital, historical site, or public service, property, or facility.

"Ground sign" means a sign which is anchored to the

ground similar to a pylon or freestanding sign, but which has a monolithic or columnar line and which maintains essentially the same contour from grade to top.

"Handheld sign" means a temporary sign carried or held by a person.

"Height (of a sign)" means the vertical distance measured from the highest point of the sign, excluding decorative embellishments, to the grade of the adjacent street or the surface grade beneath the sign, whichever is less.

"Identification sign" means a sign whose copy is limited to the name and address of a building, institution, or person or to the activity or occupation being identified.

"Illegal sign" means a sign which does not conform fully to the requirements of this Chapter and which has not received legal nonconforming status.

"Illuminated sign" means a sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.

"Incidental sign" means a small sign, emblem or decal informing the public of goods, facilities, or services available on the premises, e.g., a credit card sign or a sign indicating hours of business.

"Inflatable" means any display, with or without copy, that has a final shape supported by gasses enclosed within a container or is continuously supported by blown air.

"Lot" means a parcel of land legally defined on a subdivision map recorded with the county recorder, or a parcel of land defined by a legal record or survey map.

"Low profile sign" or "monument sign" means a sign mounted directly to the ground with maximum height not to exceed 6 feet and a maximum area not to exceed 40 square-feet.

"Maintenance" means the cleaning, painting, repair, or replacement of defective parts of a sign in a manner that does not alter the basic copy, design, mechanism, or structure of a sign.

"Mansard" means a sloped roof or roof-like facade architecturally comparable to a building wall.

"Marquee" means a permanent roof-like structure or canopy of rigid materials supported by and extending from the facade or any exterior wall of a building.

"Marquee sign" means any sign attached to or supported by a marquee structure.

"Monument sign" - see "low profile sign."

"Motion" means the depiction of movement or change of position of text, images, or graphics on a sign. Motion shall include visual effects such as dissolving and fading text and images, running sequential text, graphic bursts, lighting that resembles zooming, twinkling or sparkling, changes in light or color, transitory bursts of light intensity, moving patterns or bands of light, expanding or contracting shapes, and similar actions.

"Multiple-faced sign" means a sign containing 3 or more faces, not necessarily in back-to-back configuration.

"Nameplate" means a nonilluminated on-premise identification sign giving only the name, address, and/or occupation of an occupant or group of occupants.

"Nonconforming sign" means a sign which was erected legally, but which does not comply with the subsequently

enacted provisions of this Chapter.

"Occupancy" means the portion of a building or premises owned, leased, rented, or otherwise lawfully occupied for a given use.

"Off-premise sign" or "billboard" means a sign structure advertising an establishment, merchandise, service, product, or entertainment which is not sold, produced, manufactured, or furnished at the property on which the sign is located.

"Off-site directional sign" means a sign which provides directional assistance to access an establishment conveniently and safely.

"On-premise sign" means a sign which pertains to the use of the premises or property on which it is located.

"Owner" means a person recorded as such on official land or business license records of Tooele County or the City. The owner of property on which a sign is located is presumed to be the owner of the sign unless facts to the contrary are officially recorded or otherwise brought to the attention of the Department, e.g., a sign leased from a sign company.

"Painted wall sign" means any sign which is applied with paint or similar substance on the surface of a wall.

"Parapet" means the extension of a false front or wall above a roof line.

"Person" means any individual, corporation, association, firm, partnership, or similarly defined interest.

"Point of purchase display" means advertising of a retail item accompanying its display, e.g., an advertisement on a product dispenser or a tire display.

"Pole cover" means the cover enclosing or decorating poles or other structural supports of a sign.

"Political sign" means a temporary sign used in connection with a local, state, or national election or referendum.

"Premises" means a parcel of land with its appurtenances and buildings.

"Projection sign" means a sign, other than a flat wall sign, which is attached to and projects from a building wall or other structure.

"Pylon Sign" means an independent sign, greater than 6 feet in height, structurally designed to be fully supported by the earth.

"Real estate sign" means a temporary sign advertising the real estate upon which the sign is located as being for rent, lease, or sale.

"Roof line" means the top edge of a roof or building parapet, whichever is higher, excluding any mansards, cupolas, pylons, chimneys, or minor projections.

"Roof sign" means any sign erected over or on the roof of a building.

"Rotating sign" - see "animated sign, mechanically energized."

"Sign" means any device, structure, fixture, or placard using graphics, symbols, written copy, or other means for the primary purpose of identifying, providing directions to, or advertising any business establishment, product, goods, or services.

"Sign, area":

(1) Projecting and freestanding signs shall have only one side of any double- or multiple-faced sign counted in calculating its area. The area of the sign shall be measured as follows if the sign is composed of one or more individual cabinets: a rectilinear line of not more than eight sides shall be drawn around and enclosing the perimeter of each cabinet or module. The line lengths and angles shall be measured and the enclosed area calculated. The perimeter of measurable area shall not include embellishments such as pole covers, framing, decorative roofing, support structures, etc., provided that there is no written advertising copy on such embellishments.

(2) The area of wall signs shall be within a single, continuous perimeter composed of any rectilinear line geometric figure which encloses the extreme limits of the advertising message. If the sign is composed of individual letters or symbols using the wall as the background with no added decoration, the total sign area shall be calculated by measuring the area containing the letters.

"Snipe sign" means a temporary sign or poster affixed to a tree, fence, utility pole, or similar object or to the ground.

"Subdivision identification sign" means a freestanding or wall sign identifying a recognized subdivision, condominium complex or residential development.

"Temporary sign" means a sign not constructed or intended for long-term use.

"Temporary special event sign" means a sign announcing an event that is scheduled and open to the public. The term "temporary special event" shall not include a grand opening sale, a closing sale, a garage sale, or other similar events.

"Twirl time" means the time it takes for static text, images, and graphics on an electronic sign to change to different text, images, or graphics on a subsequent sign face.

"Under-canopy sign" means a sign suspended beneath a canopy, ceiling, roof, or marquee.

"Use" means the purpose for which a building, lot, sign, or structure is intended, designed, occupied, or maintained.

"Vehicle sign" means a vehicle utilized for the primary purpose of displaying a sign or of identifying, providing directions to, or advertising any establishment, product, goods, or services. The word "vehicle" includes cars, trucks, and trailers.

(1) Example: a vehicle parked for several days at a location apparently unrelated to the sign on the vehicle is a vehicle sign.

(2) Example: a vehicle containing a sign and parked at the owner's or operator's place of residence or employment is not a vehicle sign.

(3) Example: a bus, taxi, other vehicle containing a sign and operating during the normal course of business is not a vehicle sign.

"Wall sign" means a sign attached essentially parallel to and extending not more than 24 inches from the wall of

a building with no copy on the sides or edges. This definition includes painted, individual letter, and cabinet signs, and signs on a mansard.

"Wheeled sign" means any sign moved upon or attached to one or more wheels that is not a vehicle sign.

"Window sign" means a sign installed or painted on the inside of a window and intended to be viewed from the outside.

(Ord. 2020-41, 10-07-2020) (Ord. 2015-02, 02-04-2015)
(Ord. 2013-03, 06-19-2013) (Ord. 2012-21, 11-21-2012)
(Ord. 2010-06, 05-19-2010) (Ord. 2005-21, 09-21-2005)
(Ord. 2005-08, 04-20-2005) (Ord. 1994-27, 12-19-1994)

7-25-4. Signs prohibited.

The following signs are prohibited in all zoning districts:

- (1) abandoned signs;
- (2) animated signs, but not changeable copy signs;
- (3) banner signs exceeding 48 square-feet, pennants, festoons, and search lights, except temporary special event signs;
- (4) signs imitating or resembling official traffic or government signs or signals;
- (5) signs, other than government signs and A-frame signs, placed on any public right-of-way;
- (6) signs on the premises of a home occupation advertising that home occupation except as identified in Section 7-25-13;
- (7) off-premise signs and billboards;
- (8) handheld signs;
- (9) vehicle signs;
- (10) wheeled signs;
- (11) snipe signs;
- (12) roof signs;
- (13) inflatable signs located in the Downtown Overlay District;
- (14) inflatable signs exceeding ten feet in height and two feet in width; and,
- (15) all other signs not permitted by this Chapter.

(Ord. 2020-41, 20-07-2020) (Ord. 2015-02, 02-04-2015)
(Ord. 2013-03, 06-19-2013) (Ord. 2012-21, 11-21-2012)
(Ord. 2002-15, 08-07-2002) (Ord. 1994-27, 12-19-1994)

7-25-4.1 Electronic billboards prohibited.

The conversion, remodeling, rehabilitation, or upgrade of an existing off-premise sign or billboard to an electronic sign or digital sign is prohibited.

(Ord. 2015-02, 02-04-2015) (Ord. 2013-03, 06-19-2013)

7-25-5. Permits required.

Unless otherwise provided by this chapter, all signs shall require permits and payment of fees. No permit is required for the maintenance of a sign or for a change of copy on painted, printed, or changeable copy signs.

(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-6. Signs not requiring permits.

The following types of signs are exempted from permit

requirements but must be in conformance with all other requirements of this chapter:

- (1) construction signs of 16 square-feet or less;
 - (2) directional/information signs of nine square-feet or less;
 - (3) holiday or special events decorations;
 - (4) nameplates of two square-feet or less;
 - (5) political signs;
 - (6) public signs or notices, or any sign relating to an emergency;
 - (7) real estate signs;
 - (8) window signs;
 - (9) A-frame signs;
 - (10) banner signs;
 - (11) incidental signs, and,
 - (12) temporary special event signs under Section 7-25-12(9)(f)(ii); and,
 - (13) registered 501(c)(3) organization, schools, and civic organizations fundraising event signs under Section 7-25-12(8).
- (Ord. 2020-41, 10-07-2020) (Ord. 2017-13, 06-07-2017)
(Ord. 2013-03, 06-19-2013) (Ord. 2012-21, 11-21-2012)
(Ord. 1994-27, 12-19-1994)

7-25-7. Maintenance.

All signs shall be properly maintained. Exposed surfaces shall be clean and painted if paint is required. Defective parts shall be replaced. The Department shall have the right under Section 7-25-30 to order the repair or removal of any sign which is defective, damaged, or substantially deteriorated.

(Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010)
(Ord. 1994-27, 12-19-1994)

7-25-8. Electronic signs.

Where allowed, electronic signs shall conform to the following standards.

- (1) Motion. Any motion or appearance of motion is prohibited on an electronic sign face.
- (2) Dwell time. Dwell time shall be at least three seconds.
- (3) Twirl time. Twirl time shall not exceed 0.25 seconds.
- (4) Brightness. Signs shall not exceed 20% of the total space of the illuminated sign to be white or yellow.
- (5) Controls. All electronic signs shall contain automatic dimming controls or photocell mechanisms or technologies that automatically adjust sign brightness, dwell time, twirl time, and motion to the standards of this Section.
- (6) Size. The maximum portion of a sign that is allowed to be electronic, as opposed to static image, is 75%.
- (7) Verification.

The City shall have the right to verify compliance, or to receive additional verification of compliance, with the standards of this Section, upon request.

(Ord. 2020-41, 10-07-2020) (Ord. 2015-02, 02-04-2015)

7-25-8.1 Lighting.

Unless otherwise prohibited by this Chapter, all signs may be illuminated.
(Ord. 2015-02, 02-04-2015) (Ord. 2013-03, 06-19-2013)
(Ord. 1994-27, 12-19-1994)

7-25-9. Changeable copy.

Unless otherwise specified by this chapter, any sign allowed by this Chapter may be a changeable copy sign.
(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-10. Sign contractor's license.

No person may engage in the business of erecting, altering, relocating, constructing, or maintaining signs without a valid contractor's license and all required state and federal licenses.
(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-11. Indemnification and insurance.

(1) All persons involved in the maintenance, installation, alteration, or relocation of signs located near or upon any public right-of-way or other public property shall agree to hold harmless and indemnify the City, its officers, agents, and employees against any and all claims of negligence arising from such work.

(2) All persons involved in the maintenance, installation, alteration, or relocation of signs located near or upon any public right-of-way or other public property shall file with the City Recorder a satisfactory certificate of insurance to indemnify the City against liability.
(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-12. Signs permitted in all zoning districts.

The following signs are allowed in all zoning districts:

- (1) all signs not requiring permits, except those signs prohibited by Section 7-25-4;
- (2) one nonilluminated sign for each street frontage of a construction project, not to exceed 48 square feet in sign area in residential zones or 64 square feet in sign area in all other zones, and such signs may be erected 60 days prior to beginning of construction and shall be removed 30 days following completion of construction;
- (3) one nonilluminated real estate sign per lot or premises not to exceed twelve square feet in sign area, and such signs must be removed 15 days following sale, rental or lease of the real estate involved;
- (4) one nonilluminated attached building nameplate per occupancy, not to exceed two square feet in sign area;
- (5) political signs;
- (6) directional/information signs;
- (7) off-site directional signs, not to exceed nine square feet in area, announcing an event which is open to the public and which has a duration of less than seven days. Off-site directional signs allowed under this Section may be placed no sooner than ten days prior to the event opening and shall be removed by the sign permit applicant within three days after the event closing;
- (8) Registered 501(c)(3) organizations, schools, and civic organizations fundraising event signs shall be

subject to the following time, place, and manner standards:

- (a) shall not exceed 12 square-feet in area;
- (b) may be ground-mounted or wall-mounted, but not roof-mounted;
- (c) if grounded-mounted,
 - (i) shall not exceed four feet in height;
 - (ii) shall not be located within a clear view zone; and,
 - (iii) shall not have more than two faces;
- (d) may be located on any private property with the property owner's prior written authorization, which shall be made available for verification if requested by the city;
- (e) shall not exceed four signs per event;
- (f) shall not exceed five business days in duration;
- (9) temporary special event signs. A temporary special event sign shall be subject to the following time, place, and manner standards:
 - (a) shall not exceed 48 square-feet in area;
 - (b) may be ground-mounted or wall-mounted, but not roof-mounted;
 - (c) if grounded-mounted,
 - (i) shall not exceed four feet in height;
 - (ii) shall not be located within a clear view zone; and,
 - (iii) shall not have more than two faces;
 - (d) may be located on any private property with the property owner's written authorization;
 - (e) shall not exceed four signs per event; and,
 - (f) may be displayed at the following times:
 - (i) four display periods in each calendar year each not to exceed 21 total days prior, during and after-the scheduled event, subject to both a permit and a fee, as listed in the Tooele City Fee Schedule, for each display period; and,
 - (ii) the following established display periods:
 - (A) Martin Luther King Day (Third Monday of January): up to five days before and including the holiday;
 - (B) Valentine's Day (February 14) : up to five days before and including the holiday;
 - (C) President's Day (Third Monday of February): up to five days before and including the holiday;
 - (D) Mother's Day (Second Sunday in May): up to five days before and including the holiday;
 - (E) Easter: up to five days before and including the holiday;
 - (F) Memorial Day (Last Monday in May): up to five days before and including the holiday;
 - (G) Father's Day (Third Sunday in June): up to five days before and including the holiday;
 - (H) Independence Day (July 4): up to five days before and including the holiday;
 - (I) Pioneer Day (July 24): up to five days before and including the holiday;

(J) Labor Day Father's Day (Third Sunday in June): up to five days before and including the holiday;

(K) Veteran's Day (November 11): up to five days before and including the holiday;

(L) Thanksgiving Day (Fourth Thursday in November): up to ten days before and including the holiday; and,

(M) Christmas Day (December 25) and New Year's Day (January 1): up to 23 days beginning December 10 and ending January 2;

(10) grand opening signs, not to exceed 30 days per calendar year; and,

(11) closing sale signs.
(Ord 2020-41, 10-07-2020) (Ord. 2015-02, 02-04-2015)
(Ord. 2013-03, 06-19-2013) (Ord. 2011-10, 04-06-2011)
(Ord. 2010-06, 05-19-2010) (Ord. 2008-12, 09-03-2008)

7-25-13. Signs permitted in residential zones.

(1) Signs are allowed as follows in residential zones:

(a) all signs as permitted in Section 7-25-12;
(b) one subdivision identification sign per street frontage, neighborhood, subdivision or development, not to exceed 48 square feet in sign area in each location;

(c) one identification sign per entrance to apartment or condominium complexes, not to exceed 36 square feet in sign area;

(d) for permitted nonresidential uses, including churches and synagogues, one freestanding sign, not to exceed 48 square feet in sign area, and one wall sign not to exceed 48 square feet in sign area, except window signs or a sign hung from the front door, no larger than 24 x 18 inches, advertising a home occupation are prohibited;

(e) one bus bench sign at each bona fide stop along a public transit route provided the owners of the benches are authorized to operate in Tooele City and advertising on the benches does not exceed 20 square feet in area.

(2) All allowed freestanding signs in residential zones shall have a maximum height limit of six feet and shall have a setback of 15 feet from any public right-of-way.

(Ord. 2020-41, 10-07-2020) (Ord. 1994-27, 12-19-1994)

7-25-14. Signs permitted in commercial zoning districts.

(1) Signs are allowed as follows in commercial zoning districts:

(a) all signs as permitted in Sections 7-25-12 and 7-25-13;

(b) one low profile sign per street frontage;

(c) one pylon sign per street frontage provided, however, that:

(i) building sites located adjacent to a controlled access arterial road (i.e., 106 foot right-of-way) may have no more than one pylon sign for every full 300 feet of road frontage;

(ii) building sites located adjacent to a limited access collector road (i.e., 84-foot right-of-way)

may have no more than one pylon sign for every full 175 feet of road frontage;

(iii) building sites with less than the required frontage may aggregate their respective frontages to qualify for a pylon sign and collocate on the sign pursuant to written collocation agreement filed with the City;

(iv) building sites with more than one street frontage shall be limited to one pylon sign;

(v) building sites not located adjacent to a controlled access arterial road or limited access collector road shall not have a pylon sign located within 200 feet of said arterial or 100 feet of said collector, respectively;

(vi) building sites not located adjacent to a controlled access arterial road or limited access collector road may collocate on an existing pylon sign by contractual arrangement, not as a matter of entitlement, with the owners and/or tenants of building sites containing pylon signs; and

(vii) pylon signs shall comply with the following minimum design standards:

(A) shall not exceed one square-foot in sign area for each lineal foot of property frontage;

(B) shall not exceed 150 square-feet in area;

(C) shall not exceed 25 feet in height;

(D) shall not be placed closer than 50 feet from adjacent building site property lines; and,

(E) shall not be placed closer than ten feet from a right-of-way property line.;

(d) one wall sign, marquee sign or electric awning sign not to exceed 15% of the aggregate area of building elevation on which the signs are installed, to include window signs and wall-mounted banners;

(e) one under-canopy sign for each separate occupancy or separate entrance not to exceed eight square feet in sign area, and such signs must have a minimum clearance of eight feet to grade;

(f) Repealed. (Ord. 2008-12, 09-03-08).

(g) portable or wheeled signs for new business openings for not more than 15 days;

(h) one projection sign, which may project into the public way up to four feet when not in conflict with state requirements within a designated "Downtown Overlay" or "Mixed Use" zoning district. Projections must be no closer than ten feet horizontally from the top back of curb. The bottom of the sign shall not be less than seven feet above the top back of curb or not less than ten feet above the top back of curb when within a clear view zone;

(i) closing sale signs, subject to Section 5-3-18 (Limitation);

(j) feather signs pursuant to the following:

(i) feather signs shall be no taller than ten feet from the ground at the base of the sign;

(ii) feather signs shall not be located less than five feet from any street right-of-way;

(iii) feather signs shall not be located within any clear view area;

(iv) feather signs shall be allowed in a ratio

of one sign for every 50 feet (portions thereof not qualifying for a sign) of street frontage along which the sign is posted; and,

(v) feather signs shall only be located on the property for which they represent or advertise; and,

(k) a business property may not to exceed three temporary signs in total;

(l) banner signs are to be used as supplemental signs only. Permanent signs are required prior to the use of a banner sign, except that new occupants may place a banner sign for a maximum of 75 days while waiting for a permanent sign to be manufactured and installed;

(m) banner signs are allowed pursuant to the following standards:

(i) Size and dimension. Banner signs shall not exceed 48 square feet nor four feet in height.

(ii) Number of signs. Each business shall have no more than one banner sign. Banner signs are in addition to other signage allowed by this Chapter.

(iii) Appurtenances. No appurtenances may be added or attached to banner signs. Appurtenances include lighting, balloons, items extending beyond the allowed sign dimensions, and mechanical parts.

(iv) Lighting. Banner signs may not be directly illuminated.

(v) Maintenance. All businesses shall maintain their banner signs in good condition. Sagging, tattered, torn, dirty, or faded banners are not permitted.

(vi) Banner signs shall not impede the use of doors, windows, or exits, or interfere with pedestrian traffic on public or private walkways.

(vii) The City is authorized to remove, confiscate, and dispose of banner signs that do not comply fully with all of the above standards after giving business owner one business day notice prior to removal.

(n) (i) A-frame signs are allowed in the Downtown Overlay District and all commercial districts pursuant to the following standards:

(A) Location. The Downtown Overlay District is defined as extending from 100 South Street to Utah Avenue (200 North) and from 50 West Street to Garden Street (50 East). In the Downtown Overlay District only, A-frame signs may be located on the public sidewalk so long as an unobstructed six-foot pedestrian zone is maintained between the building and the signs. In the Downtown Overlay District only, A-frame signs may be located in the public park strip. A-frame signs may be located in front of the building in which the business advertising on the sign is located. For businesses co-locating on a sign, the sign must be located in front of one of the buildings or building units in which the businesses advertising on the sign are located.

(B) Size and dimension. A-frame signs shall not exceed 30 inches wide and 36 inches tall.

(C) Time. To facilitate maintenance of the public park strips and sidewalks, A-frame signs may be placed within the public right-of-way only between the hours of 8:00 a.m. and 10:00 p.m.

(D) Number of signs. Each business within the Downtown Overlay District and commercial zones

shall be allowed in a ratio of one A-frame sign for every ten feet of business property frontage, but not to exceed three total permitted signs temporary signs. A-frame signs shall be spaced at minimum ten feet apart. A-frame signs are in addition to other signage allowed by this Chapter but not to exceed three total permitted temporary signs.

(E) Appurtenances. No appurtenances may be added or attached to A-frame signs. Appurtenances include lighting, balloons, items extending beyond the allowed sign dimensions, and mechanical parts.

(F) Lighting. A-frame signs may not be directly illuminated.

(G) Maintenance. All businesses shall maintain their A-frame signs in good order. The term "good order" shall include the following: fully painted inside and out; readable copy firmly affixed to the sign; no rotting or broken wood, hinges, chains, or other parts.

(ii) The City is authorized to remove, confiscate, and dispose of A-frame signs that do not comply fully with all of the above standards with at least one business day notice to the property owner prior to removal.

(2) In commercial zones, where an occupancy is on a corner lot, a minimum clear view zone is to be maintained in a triangulated area at the point of intersection to allow an unobstructed view of oncoming traffic.

(3) In commercial zones, pylon signs shall maintain a minimum clearance of ten feet over any pedestrian use and 14 feet over any vehicular way.

(4) All signs must comply with lighting and other minimum design standards set forth in this Title. (Ord. 2020-41, 10-07-2020) (Ord. 2015-02, 02-04-2015) (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 2005-08, 04-20-2005) (Ord. 2002-15, 08-07-2002) (Ord. 1994-27, 12-19-1994)

7-25-14.1. A-frame signs in the Downtown Overlay District. (Repealed.) (Ord. 2020-41, 10-07-2020) (Ord. 2012-21, 11-21-2012)

7-25-15. Signs permitted in industrial zoning districts.

(1) Signs are allowed as follows in industrial zoning districts:

(a) all signs as permitted in Sections 7-25-12, 7-25-13 and 7-25-14;

(b) one freestanding sign per street frontage not to exceed one square foot of sign area for each lineal foot of property frontage. Signs must not project beyond property lines nor exceed a height of 35 feet. Where street frontage exceeds 300 lineal feet, one additional freestanding sign may be allowed per 300 foot increment;

(c) wall signs not to exceed 30% of the aggregate square footage of the wall area upon which they are installed. Electric awning signs not to exceed 30% of the aggregate square footage of the wall area upon which they are installed. The combination of wall signs and electric awning signs shall not exceed 30% of the allowed wall area;

(d) projecting signs instead of any wall or freestanding signs provided they do not project beyond

the property line and maintain a clearance of ten feet over pedestrian area, and 14 feet over vehicular ways;

(e) roof signs where no other sign types can provide effective identification, but they shall be constructed so as to conceal all structure and fastenings, and the height of the roof sign shall not exceed 20% of the total height of the building to which it is attached; and,

(f) incidental signs not to exceed four square-feet in aggregate area per occupancy.

(2) All signs in industrial zones must maintain minimum clearances and construction electrical standards. (Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-16. Nonconforming signs.

Existing signs which do not conform to the specific provisions of this Chapter may be eligible for the designation "legal nonconforming" provided that:

(1) the Department determines that such signs are properly maintained and do not in any way endanger the public; and,

(2) the sign was installed in full compliance with a valid City permit, with a valid City variance (not including a use variance), or with all applicable City laws on the date of installation.

(Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-17. Loss of legal nonconforming status.

A legal nonconforming sign shall lose this designation if:

(1) the sign is relocated or replaced; or,

(2) the structure or size of the sign is altered in any way except toward compliance with this chapter. This does not refer to change of copy or maintenance.

(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-18. Maintenance and repair of nonconforming signs.

Legal nonconforming signs are subject to all requirements of this Code regarding safety, maintenance, and repair. A legal nonconforming sign may be reconstructed and restored if it is involuntarily destroyed in whole or in part due to fire or other calamity, unless the sign is an abandoned sign. Maintenance shall not include the conversion, modification, remodel, or upgrade of a sign to an electronic sign or digital sign.

(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-19. Signs in clear view zones - signs in the public right-of-way.

(1) Signs in excess of three feet above curb grade or support poles larger than 12 inches in diameter may not be installed in clear view zones. Freestanding signs must have at least ten feet clearance to grade.

(2) No signs may be located in the public right-of-way except A-frame signs and signs owned and installed by the City or the State of Utah. The Department is authorized to remove, confiscate, and dispose of all signs

placed in the public right-of-way in violation of this Chapter.

(Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013) (Ord. 2012-21, 11-21-2012) (Ord. 1994-27, 12-19-1994)

7-25-20. Abandoned signs.

(1) Except as otherwise provided in this Chapter, any on-premise sign which is located on property that is undeveloped or becomes vacant and unoccupied for a period of one month or more, or any sign which pertains to a time, event, or purpose which no longer applies, shall be deemed to have been abandoned. Permanent signs applicable to a business temporarily suspended because of a change of ownership or management of such business shall not be deemed abandoned unless the property remains vacant for a period of three months or more.

(2) Any off-premise sign which no longer, and for a period of two consecutive months, advertises goods, products, services or facilities available to the public or which directs persons to a different location where such goods, products, services or facilities are not for a period of two consecutive months available, shall be deemed to have been abandoned.

(3) Abandoned signs shall be removed by the owner of the premises on which the sign is located.

(4) All abandoned signs become a nuisance, per Section 8-4-8 (Nuisance abatement), after six months of evidence of abandonment and as designated by the Building Official.

(Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-21. Construction specifications.

All signs shall be installed in compliance with building and electrical codes as adopted by the City.

(Ord. 1994-27, 12-19-1994)

7-25-22. Community Development Department duties.

(1) The Department is authorized to process applications for permits, hold public hearings as required, and enforce and carry out all provisions of this Chapter. The Department is authorized to enforce regulations and procedures consistent with this Chapter.

(2) Department personnel are empowered, upon presentation of proper credentials, to enter or inspect any building, structure, or premises in the City for the purpose of inspection of a sign and its structural and electrical connections to ensure compliance with all applicable codes and ordinances. Such inspections shall be carried out during business hours unless an emergency exists. (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-23. Application for permits.

Application for a permit for the erection or relocation of a sign shall be made to the Department upon a form provided by the Department and shall include the following information:

(1) name and address of the owner of the sign;

(2) street address or location of the property on which the sign is to be located, along with the name and address of the property owner;

(3) the type of sign or sign structure as defined in this Chapter;

(4) a site plan with measurements showing the proposed location of the sign along with the locations of all existing signs on the same premises; and,

(5) specifications and drawings showing the materials, design, dimensions, components, structural supports, and electrical components of the proposed sign. (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-24. Permit fees.

All applications for permits filed with the Department shall be accompanied by a payment of the permit fee for each sign as established by the City. (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-25. Issuance and denial.

(1) The Director shall issue a permit for the erection, structural alteration, or relocation of a sign within five business days of receipt of a completed application, provided that the sign complies with all applicable laws and regulations of the City. In all applications, where a matter of interpretation arises, the more specific definition or higher standard shall prevail.

(2) When a permit is denied, the Zoning Administrator shall, within five business days, give a written notice to the applicant along with a brief statement of the reasons for denial, citing code sections and interpretation of possible nonconformity. The Zoning Administrator may suspend or revoke an issued permit for any false statement or misrepresentation of fact in the application. (Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-26. Permit conditions, refunds and penalties.

(1) If a permit is denied, the permit fee will be refunded to the applicant.

(2) If no inspections have been made and no work authorized by the permit has been performed, the permit fee may be refunded to the applicant upon request, provided that the permit is returned to the Department within five business days of issuance.

(3) If any sign is installed or placed on any property prior to receipt of a permit, the specified permit fee shall be doubled. However, payment of the doubled fee shall not relieve any person of any other requirements or penalties prescribed in this Chapter. (2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-27. Inspection upon completion.

(1) Any person installing, structurally altering, or relocating a sign for which a permit has been issued shall notify the Department upon completion of the work. The

Department may require a final inspection, including an electrical inspection and inspection of footings on freestanding signs.

(2) The Department may require at the time of issuance of a permit that written notification for an inspection be submitted prior to the installation of certain signs.

(Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-28. Variances.

Any person or entity desiring a waiver or modification of the requirements of this Chapter as applied to a sign, an application for sign permit, or a parcel of property upon which a sign is located or is applied to be located may apply to the Board of Adjustment for a variance from the terms of this Chapter under Section 2-4-7 (Variances) of this Code.

(Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-29. Violations Procedure.

(1) When a violation of this Chapter exists, the Zoning Administrator shall issue a written order to the alleged violator. The order shall specify those sections of this Chapter the individual may be in violation of and shall state that the individual has ten days from the date of the order in which to correct the alleged violation or appeal to the Director.

(2) If, upon inspection, the Department finds that a sign is abandoned or structurally, materially, or electrically defective, or in any way endangers the public, the Zoning Administrator or Building Official shall issue a written order to the owner of the sign and occupant of the premises stating the nature of the violation and requiring the repair or removal of the sign within five days of the date of the order.

(Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-30. Removal of signs.

(1) The Zoning Administrator may cause the removal and disposal of illegal temporary signs with one business day notice to the sign or property owner. Temporary signs located in the public right-of-way or on public property can be removed without prior notice to the sign owner.

(2) The Zoning Administrator and/or Building Official may cause the removal of an illegal sign in cases of emergency or for failure to comply with the written orders of removal or repair. After removal or demolition of the sign, a notice shall be mailed to the sign owner stating the nature of the work and the date on which it was performed and demanding payment of the costs as certified by the Department.

(3) If the amount specified in the notice is not paid within five business days of the notice, it shall become an assessment upon a lien against the property of the sign owner, and will be certified as an assessment against the property together with a 10% penalty for collection in the same manner as the real estate taxes.

(4) The owner of the property upon which the sign is located shall be presumed to be the owner of all signs thereon unless facts to the contrary are brought to the attention of the Department, as in the case of a leased sign.

(5) For purposes of removal, the definition of sign shall include all sign embellishments and structures designed specifically to support or be a part of the sign.

(6) In cases of emergency, the Zoning Administrator and/or Building Official may cause the immediate removal of a dangerous or defective sign without notice. Signs removed in this manner must present a hazard to the public safety.

(7) Any temporary sign caused to be removed by the Zoning Administrator or Building Official shall be held for a minimum of five business days before disposal. The owner of the removed sign may retrieve the sign during the time the sign is held but shall not re-install the sign unless done according to and in conformance with the terms of this Chapter.

(Ord. 2020-41, 10-07-2020) (Ord. 2015-02, 02-04-2015) (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-31. Violations. Penalties.

(1) **Civil.** Unless otherwise provided, a violation of this Chapter is a civil infraction, punishable as follows:

- (a) first violation: \$100 fine;
- (b) second violation: \$250 fine;
- (c) third and subsequent violations: \$500 fine.

(2) **Criminal.** In addition to the civil penalties provided in this Section, a violation of this Chapter may be charged and prosecuted as a class C misdemeanor. ~~(f)~~

~~— Any person or entity that fails to comply with any of the provisions of this Chapter shall be subject to the civil penalties identified in the Tooele City Fee Schedule.~~

~~(2) A violation of any of the provisions of this Chapter is punishable as a class C misdemeanor.~~

~~(3) The City may pursue both civil and criminal enforcement for violations of this Chapter but may recover either civil fines or criminal fines, not both, for any single episode of violation.~~

(Ord. 2015-14, 04-15-2015) (Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-32. Appeals.

(1) Any failure to respond to an application within five days of receipt of any decision rendered by an ordinance enforcement officer, a building official, the Zoning Administrator, or any authorized designee, in denying a permit or in alleging a violation of this Chapter may be appealed in writing to the Director.

(2) The action or decision being appealed shall not be stayed pending the outcome of any administrative appeals unless the Director finds that there is good cause to do so.

(3) The Director shall issue a written decision within 30 days of receipt of the appeal. A decision not issued with 30 days of receipt of the appeal shall be deemed a denial of the appeal.

(4) The decision of the Director may be appealed by filing a written appeal with the Mayor's office within ten days of the date of the Director's decision. The Administrative Hearing Officer shall schedule and conduct an informal hearing, shall notify the appellant and the Director 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.

(Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-33. Conflict.

If any portion of this Chapter is found to be in conflict with any other provision of any zoning, building, fire, safety, or health ordinance of the City, the provision which establishes the higher standard shall prevail.

(Ord. 1994-27, 12-19-1994)

7-25-34. Severability.

Should any word, phrase, sentence, or section of this Chapter be determined to be invalid for any reason by any court of competent jurisdiction wherein the validity of the said word, phrase, sentence, or section was at issue, the invalidity of said provision shall not affect the validity of the balance of this Chapter and said provision shall be considered severable from the balance of this Chapter to the extent that the meaning and clear intent of the balance is not materially affected.

(Ord. 2010-06, 05-19-2010)

7-25-35. Message substitution.

Subject to the land owner's consent, a noncommercial message of any type may be substituted for any duly permitted or allowed commercial message or any duly permitted or allowed noncommercial message; provided, that the sign structure or mounting device is legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this Chapter. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech, or favoring of any particular noncommercial message over any other noncommercial message. This Section does not create a right to increase the total amount of signage on a parcel, nor does it affect the requirement that a sign structure or mounting device be properly permitted.

(Ord. 2010-06, 05-19-2010)

TOOELE CITY CORPORATION

RESOLUTION 2024-66

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BROKEN ARROW FOR CHANGE ORDERS NO. 2 AND NO. 3 TO THE 2024 NEW TOWN SEWER AND MANHOLE REPLACEMENT PROJECT.

WHEREAS, the City solicited public bids for the 2024 Sewer and Manhole Reline and Replacement Project, in three separate Project schedules, in accordance with the procedures of §11-39-103, Utah Code Annotated, as amended; and,

WHEREAS, on April 3, 2024, the City Council approved Resolution 2024-26, which approved an agreement with Broken Arrow for Schedules B and C of the Project, at a cost of \$280,423.15; and,

WHEREAS, the City Administration approved Change Order No. 1 to the Project agreement, in the amount of \$7,960.20, which was within the contingency approved with Resolution 2024-26; and,

WHEREAS, the Project requires additional sewer line and asphalt work in New Town, shown in Change Orders No. 2 and No. 3 to the Broken Arrow agreement, for a combined cost of \$62,902.68 (change orders and tracking sheet attached as Exhibit A); and,

WHEREAS, Change Orders No. 2 and No. 3 combined exceed the contingency approved with Resolution 2024-26, and exceed the \$30,000 administrative expenditure limitation (*reference* City Code Sections 1-5-10, 1-6-4(5)), requiring additional City Council authorization:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Change Orders No. 2 and No. 3 to the 2024 New Town Sewer Reline and Replacement Project agreement, Schedules B and C, in the combined amount of \$62,902.68, are hereby approved.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Change Orders No. 2 and No. 3



GENERAL CONTRACTOR

CHANGE ORDER REQUEST FORM

Broken Arrow Inc.
8960 Clinton Landing Road
Lakepoint, Utah 84074
Main Office: (801) 355-0527
Fax Number: (801) 252-7501

Project Manager: Sonny Smith
Contact Number: (435) 241-588

Date: July 16, 2024

TO:

Tooele City Corporation
 90 North Main Street
 Tooele, UT 84074

CHANGE DIRECTIVE NO. 2

Project: 2024 New Town Sewer Reline & Replacement
 JOB #: BC2417
 Address: Sixth Street & Cedar Street, Tooele, UT 8407
 Start Date: May 7, 2024
 Finish Date: TBD

DESCRIPTION

This Change Order references additional work outside of the original contract agreement and/or adjusts items within the current contract agreement. The description includes the following:		
1. ADD - Remove & Dispose Existing Asphalt and Base (1,336 SF x \$3.36)	\$	4,488.96
2. ADD - Furnish & Intall New 8" Sewer Line (20 LF x \$132.99)	\$	2,659.80
3. ADD - Connect Existing Sanitary Sewer Laterals (2 EA x \$2,743.00)	\$	5,486.00
4. ADD - Remove Existing Manhole (2 EA x \$3,591.00)	\$	7,182.00
5. ADD - Furnish & Install New 4' Diameter Manhole (2 EA x \$9,474.00)	\$	18,948.00
6. ADD - Furnish & Install 8" Base and 4" Asphalt Trench Repair (1,336 SF x \$12.22)	\$	16,325.92
7. ADD - Furnish & Install Manhole Concrete Collar (2 EA x \$1,063.00)	\$	2,126.00
Total Amount:		\$ 57,216.68

COST AND DURATION SUMMARY

Original Contract Amount:	\$ 280,423.15	Summary of Orders	Amount	Contract Calendar Days	
Previous Change Order(s):	\$ 7,960.20	Change Order No. 1	\$ 7,960.20	Revised Contract Calendar Days	
This Change Order:	\$ 57,216.68	Change Order No. 2	\$ 57,216.68	Previous Finish Date	
Adjusted Contract Amount:	\$ 345,600.03	Change Order No. 3		New Finish Date	

CONTRACT SUMMARY:

Upon signature approval of this Change Order, the contract is hereby modified to include the changes specified herein, and this change order is hereby made a part of the titled contract. The work shall be performed and completed in accordance with the contract documents and the project schedule shall be adjusted as required to allow sufficient time to complete the additional work. Payment terms shall follow the contract agreement terms. This Change Order shall include labor and materials to complete the work as described. The terms and other provisions of the original agreement and/or purchase order which are not expressly changed above are to remain.

ACCEPTED BY:

 Broken Arrow Inc.

 Date

 Project Owner Representative

 Date

TOOELE CITY CORPORATION

RESOLUTION 2024-67

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH ORGANIC SEDIMENT REMOVAL SYSTEMS, LLC, FOR THE REMOVAL OF SEDIMENT FROM OQUIRRH HILLS GOLF COURSE PONDS AND PUMPING AND IRRIGATION FACILITIES.

WHEREAS, Tooele City owns and operates the Oquirrh Hills Golf Course, which includes secondary water water storage ponds and pumping and irrigation facilities, all of which need sediment removal in order to perform to their design capacity and to extend their life; and,

WHEREAS, the City Administration desires to enter into an agreement with Organic Sediment Removal Systems, LLC, for the removal of sediment from Oquirrh Hills golf course ponds, pumping facilities, and irrigation facilities, at a cost of \$40,850; and,

WHEREAS, submitting the project to public bidding was not necessary under State law or Tooele procurement policy because Organic Sediment Removal Systems, LLC, is the only qualified company reasonably available to perform the services in the local or regional markets:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit A) with Organic Sediment Removal Services LLC, in the amount of \$40,850, for golf course sediment removal servoces, is hereby approved.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Organic Sediment Removal Systems Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Organic Sediment Removal Systems of N9397 7th Avenue South, Necedah, WI 54646, a(n) LLC**, (hereinafter “Contractor”) enter into this Agreement on the **15th day of August, 2024** (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: **Oquirrh Hills Golf Course 1255 East Vine Street, Tooele UT 84074**

Sediment Removal of Pump Station, Irrigation Systems

- OSR System concentrates in removing organic sediments from the deepest area of the pond first, unless stated otherwise.
 - Sediments removed from the interior of the cistern or pump station.
 - Suction rodding of intake pipe if accessible.
 - Back flushing of intake pipe and strainer. Cleaned or replaced, if needed, and if new strainer is provided.
 - Will reach the original bottom and widen the area as close to the bottom of the banks as possible (within the 40 hours @ \$625 per hour) if time allows without going over the 40 hours.
 - Will remove as much sediment from the deepest area of the pond first, as this has proven to be more beneficial to the pond’s ecology.
 - 7 hours at pump station minimum at \$625 per hour.
 - Removal of sediments from around the intake and screen (no less than 30 ft. diameter)
 - Contractor will pick up garbage/debris during and at completion of project.
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 **\$40,850.00** 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 **September 15, 2024**.
 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 \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.

- 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 intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.
 - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, 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. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
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.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature

Print Name/Title: _____

Attest:

—

Approved as to form:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Roger Evans Baker, Tooele City Attorney
Revised 04/27/2023)



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date

TOOELE CITY CORPORATION

RESOLUTION 2024-68

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH MUSCO SPORTS LIGHTING, LLC, FOR THE INSTALLATION OF LIGHTING FOR THE XTREME NINJA COURSE AND BASKETBALL COURT AT ENGLAND ACRES PARK.

WHEREAS, in 1999, the City purchased 25 acres of vacant land from Mazile England for \$679,852 for a regional park to be named England Acres Park; and,

WHEREAS, as fund allocations have allowed, the City has improved sections of the Park, including with fields, pavilion, trail, and play equipment; and,

WHEREAS, on August 7, 2024, the City Council approved Resolution 2024-62, approving an agreement with Big T Recreation, a State-approved contractor, for the installation of an Xtreme Ninja Course at England Acres Park, phase 3; and,

WHEREAS, on August 7, 2024, the City Council approved Resolution 2024-63, approving an agreement with FieldTurf for the installation of a basketball court at England Acres Park, phase 3; and,

WHEREAS, the City wishes to install lighting for night-use of the ninja course and basketball court, and wishes to enter into an agreement with Musco Sports Lighting for that purpose, in the amount of \$93,831; and,

WHEREAS, Musco Sports Lighting is a State-approved lighting contractor for recreation facilities, and utilizing a State-approved contractor exempts the project from formal bidding, in compliance with City procurement policies and procedures; and,

WHEREAS, the proposed agreement with Musco Sports Lighting is attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves an agreement (Exhibit A) with Musco Sports Lighting, LLC, to install lighting for the Xtreme Ninja Course and the basketball court at England Acres, phase 3, in the amount of \$93,831, and hereby authorizes the Mayor to execute the agreement.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Musco Sports Lighting Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Musco Sports Lighting**, of **100 1st Avenue West Oskaloosa, IA 525711** (hereinafter “Contractor”) a(n) LLC enter into this Agreement on the **26** day of **August, 2024** (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:
Installation of Basketball Court and Ninja Course lighting at England Acres Park 880 North 400 E, Tooele, UT 84074

Basketball Court and Ninja Course Lighting Project

- (2) Pre-cast concrete bases with integrated lightning grounding.
 - (2) Galvanized steel poles.
 - Factory Wired and tested remote electrical component enclosures. New lights will be added to Owners existing Musco access account.
 - Pole length, factory assembled wire harnesses.
 - Factory wired pole top luminaire assemblies of which one pole will share illuminate basketball court and Ninja Course.
 - Factory aimed and assembled luminaires.
 - UL Listed assemblies.
 - Contractor responsible for site safety of installation area.
 - Contractor is responsible for cleaning during and after completion of project.
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 **\$93,831.00** 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 **June 30, 2025**
 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 \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.

- 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 intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.
 - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, 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. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
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.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature

Print Name/Title: _____

Attest:

Approved as to form:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Roger Evans Baker, Tooele City Attorney

Revised 04/27/2023)



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date

**TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE**

08/15/24

DESCRIPTION OF EXPENDITURE:

VENDOR: KEN GARFF FORD
AMERICAN FORK

V# 09525

FORD RANGER - COMMUNITY DEVELOPMENT

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	41 4620 748000	130,000.00	0.00	42,920.00	87,080.00
TOTAL:				42,920.00	

REQUESTED *H Andrew Aagard*
DEPARTMENT HEAD

REVIEWED *Spencer Wimmer*
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

V#09525

MIC-007480 UT 5-200426, NB, 007380, SNA121 19844 320240124 2375 CRR7 CLAT CRT N STD RAMP BUMP CAFE BGR BXST ROTA 021362 79/50 1 FEBRUARY RLE07287 NB

VEHICLE DESCRIPTION
RANGER
 2024 SUPERCREW 4X4 XLT
 20" WHEEL BASE
 2.3L ECOBOOST ENGINE
 10-SPEED AUTO TRANSMISSION

EXTERIOR
 OXFORD WHITE

INTERIOR
 EBONY PREMIUM CLOTH SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR	INTERIOR	FUNCTIONAL	SAFETY/SECURITY
<ul style="list-style-type: none"> DAYTIME RUNNING LIGHTS EASY FUEL/CAPLESS FILLER PENNER BADGE FORK LAMPS FULL SIZE SPARE TIRE/MOUNT FULLY BOXED STEEL FRAME HEADLAMPS - AUTO HIGH BEAM LED REFLECTOR HEADLAMPS PRIVACY GLASS REMOTE TAILGATE LOCK TAIL LAMPS - LED WHEEL LIP MOLDINGS 	<ul style="list-style-type: none"> 1" TROUGH UP/DOWN DRIVER WH 2ND ROW FOLD BENCH 2ND ROW UNDER SEAT STORAGE CARPET FLOORING DIGITAL INSTRUMENT CLUSTER DUAL VISION VANITY MIRRORS LOCKING GLOVE BOX POWER LOCKS AND WINDOWS POWER ONITS - IV, USB A & C TELESCOPE BTR COLUMN 	<ul style="list-style-type: none"> AUDIO - 6 SPEAKERS BLIS W/CROSS TRAFFIC ALERT BRAKES - ANTI-LOCK SYSTEM ELECTROCHROMIC MIRROR LANE KEEPING SYSTEM PRE-COLLISION ASSIST W/AB REAR VIEW CAMERA REMOTE KEYLESS ENTRY REMOTE START SYSTEM SIRIUSXM3 - SVC/NA AKGH SYNC2/4 WIRELESS CHARGING PAD 	<ul style="list-style-type: none"> AIRBAGS - SAFETY CANOPY BEZEL MOUNT STOP LAMP CHILD SAFETY SYSTEM PASSIVE ANTI-THEFT SYSTEM TIRE PRESSUR MONIT SYS

EPA DOT Fuel Economy and Environment

Fuel Economy
22 MPG
 20 City 24 Highway
 4.5 gallons per 100 miles

You spend \$2,500
 more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$2,450

Fuel Economy & Greenhouse Gas Rating
 5 (Best)

Spring Rating
 5 (Best)

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 24MPG and costs \$3,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.50 per gallon. MPG is miles per gallon equivalent. Vehicle emissions are a significant factor in climate change and smog.

fuelconomy.gov
 Calculate personalized estimates and compare vehicles.

INCLUDED ON THIS VEHICLE	(MSRP)	PRICE INFORMATION	(MSRP)
EQUIPMENT GROUP: R01A	999.00	BASE PRICE	500,066.00
XLT SERIES		TOTAL OPTIONS/OTHER	5,730.00
DUAL-ZONE FLEO CLIMATE CONTROL		TOTAL VEHICLE & OPTIONS/OTHER	505,796.00
OPTIONAL EQUIPMENT/OTHER		DESTINATION & DELIVERY	1,895.00
POWER SLIDING REAR WINDOW			
255/00R17 A/T D/WL TRK			
CONNECTED NAVIGATION			
SPORT APPEARANCE PACKAGE	NO CHARGE		
17" GRAY RTD ALUM WHL-SPORT			
FX4 OFF-ROAD PACKAGE	1,200.00		
OFF-ROAD TUNED SUSPENSION			
3.73 LOCKING DIFFERENTIAL			
FRONT LICENSE PLATE BRACKET	NO CHARGE		
RUNNING BOARDS - BLACK	NO CHARGE		
TRAILER TOW PACKAGE	493.00		
REDLINER-TOUGHPRETT SPRAY-IN	493.00		

#42920

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated
 Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver: Not Rated Passenger: Not Rated
Side Crash	Front seat: Not Rated Rear seat: Not Rated
Rollover	Not Rated

Star ratings range from 1 to 5 stars (*****), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

FordPass Connect
 Download the FordPass app and you can:
 - Access Vehicle Control Features
 - Remotely start, lock and unlock your vehicle
 - Locate your vehicle and check approximate mileage
 - Reserve vehicle health care
 - Monitor VEHICLE HEALTH
 - Receive vehicle status updates
 - Connect up to 10 Wi-Fi equipped devices

Ford PROTECT
 Insure on Ford Protect. It's your extended service. Also fully backed by Ford and backed at every Ford site dealer in the U.S., Canada and Mexico. See your Ford dealer or visit www.fordprotect.com.

TOTAL MSRP \$44,420.00

When you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER
 RA171N RB 2X 426 007480 D1 17 24

state # MA 3792

**Tooele City Council and the Tooele City Redevelopment Agency
Work Meeting Minutes**

Date: Wednesday, August 7, 2024

Time: 5:30 p.m.

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

City Council Members Present:

Maresa Manzione

Melodi Gochis

Justin Brady

David McCall

City Council Members Excused:

Ed Hansen

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Roger Baker, City Attorney

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Jamie Grandpre, Public Works Director

John Perez, Economic Development Director

Paul Hansen, City Engineer

Minutes prepared by Katherin Yei

1. Open City Council Meeting

Chairman Brady called the meeting to order at 5:30 p.m.

2. Roll Call

Maresa Manzione, Present

Melodi Gochis, Present

Justin Brady, Present

David McCall, Present

Ed Hansen, Excused

3. Mayor's report

Mayor Winn shared the following information:

There is a new four way stop on Coleman and Vine Street. The water department has kept up with water demands throughout the hot months.

4. Council Member's Report

The Council Members reported on the events they attended during the week.

5. Discussion Items

A. Resolution 2024-61, A Resolution of the Tooele City Council Authorizing a water rights allocation for Minova under UCA Section 10-8-2

Presented by John Perez, Economic Development Director

Mr. Perez presented water rights allocation for Minova. They are asking for 2.02 acre-feet of water. Minova is an international company that manufactures mining equipment. UCA section 10-8-2 requires a cost analysis. They are estimated more than \$24 million in acquisitions and building costs and 58 full time jobs.

The Council showed favor of this item.

B. Resolution 2024-65, A Resolution of the Tooele City Council approving an interlocal cooperation agreement with the Military Installation Development Authority (MIDA)

Presented by John Perez, Economic Development Director

Mr. Perez presented an interlocal cooperation agreement with the Military Installation Development Authority (MIDA). This is located on the southern end of Tooele City. They will bring hotels, restaurants, gyms, etc. There is an expiration creation date listed in the agreement. MIDA is aware the City does not have water in this area. There will be a development review committee formed to include seven members, with five permanent members and two rotating members from Tooele City.

C. Quarterly Economic Development/RDA Update

Presented by John Perez, Economic Development Director

Mr. Perez presented the fourth quarter Economic Development/RDA update for FY24. He reviewed vacancy rates, funding for the RDA, grand openings in the City, EDCUtah, Governor's Office of Economic Opportunity (GOEO), Grants, Tooele City Historic Main street projects, and social media updates. The Economic Development strategic plan had been presented.

D. Civil Penalties for Zoning Violations

Presented by Roger Baker, City Attorney

Mr. Baker presented civil penalties for zoning violations including adding the chapters on non-conforming uses and businesses license violations. Chapter 7-1-7 is the default if a penalty is not suggested in the specific chapters. The language is identical between the chapters.

The Council is in favor of this item.

E. Discussion in the Canyon Springs Annexation Agreement

Presented by Roger Baker, City Attorney

Mr. Schmidt presented the Canyon Springs Annexation including the lot size, quality of homes, and amenities. The development would like to include move-up products, ranging from 1100 square feet to 2200 square foot homes. The square footage is based off of lot sizes. The HOA will be responsible for maintaining the detention ponds and recreation areas. The developer is asking to pay \$2000 per lot for police and \$2000 for parks, until they reach the max contribution amount. Each contribution will be made at the beginning of each phase.

The Council asked the following questions:

How are the three-car garages evenly distributed throughout the 172 lots?

Are accessory dwellings apart of the development plans?

The Council discussed the detention basin and its uses.

Mr. Schmidt addressed the Council's questions. By state law, everyone is allowed to have accessory dwellings. However, they do not want to require those. When the detention basins are put together, it equals around 2.5 acres.

Mr. Baker addressed the Council. A single consolidated detention facility would lend itself better to multi-functions. There was also a safety concern with the detention basins being near the road.

The changes the Council recommended will be made to the agreement and presented for approval during the next business meeting.

6. Closed Meeting - Litigation, Property Acquisition, and/or Personnel

A closed meeting was held to discuss litigation or property acquisition.

Council Member McCall motioned to adjourn to a closed meeting. Council Member Manzione seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

The meeting recessed at 6:42pm.

The following were present during the closed meeting: Chairman Brady, Council Member Manzione, Council Member McCall, Council Member Gochis, Mayor Debbie Winn, Michelle Pitt, Roger Baker, Andrew Aagard, Paul Hansen, and John Perez.

7. Adjourn

Chairman Brady adjourned the meeting at 7:01 p.m.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this ____ day of August, 2024

Justin Brady, City Council Chair

DRAFT

Tooele City Council Business Meeting Minutes

Date: Wednesday, August 7, 2024

Time: 7:00 p.m.

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

City Council Members Present:

Melodi Gochis

Justin Brady

Maresa Manzione

David McCall

City Council Members Excused:

Ed Hansen

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Roger Baker, City Attorney

Darwin Cook, Parks and Recreation Director

John Perez, Economic Development Director

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:06 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call

Melodi Gochis, Present

Justin Brady, Present

Maresa Manzione, Present

Dave McCall, Present

Ed Hansen, Excused

3. Public Comment Period

The public comment period was opened. No one came forward. The public comment period was closed.

4. Resolution 2024-61 A Resolution of the Tooele City Council Authorizing a water rights allocation for Minova under UCA Section 10-8-2

Presented by John Perez, Economic Development Director

Mr. Perez presented water rights allocation for Minova. They are asking for 2.02 acre-feet of water. Minova is an international company that manufactures mining equipment. UCA section 10-8-2 requires a cost analysis. They are estimated more than \$24 million in acquisitions and building costs and 58 full time jobs. There is a two-year expiration date.

Council Member McCall motioned to approve Resolution 2024-61; A Resolution of the Tooele City Council Authorizing a water rights allocation for Minova under UCA Section 10-8-2. Council Member Manzione seconded the motion. The vote was as follows: Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

5. Resolution 2024-65 A Resolution of the Tooele City Council approving an interlocal cooperation agreement with the Military Installation Development Authority (MIDA)

Presented by John Perez, Economic Development Director

Mr. Perez presented an interlocal cooperation agreement with the Military Installation Development Authority (MIDA). This is located on the southern end of Tooele City. They will bring hotels, restaurants, gyms, etc. There is an expiration creation date listed in the agreement. MIDA is aware the City does not have water in this area. There will be a development review committee formed to include seven members, with five permanent members and two rotating members from Tooele City.

Council Member Gochis motioned to approve Resolution 2024-65; A Resolution of the Tooele City Council approving an interlocal cooperation agreement with the Military Installation Development Authority (MIDA). Council Member McCall seconded the motion. The vote was as follows: Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

6. Resolution 2024-62 A Resolution of the Tooele City Council Approving an Agreement with Big T Recreation for Installation of an X-Treme Ninja Outdoor Fitness Course at England Acres Park

Presented by Darwin Cook, Parks and Recreation Director

Mr. Cook presented an agreement with Big T Recreation for installation of an X-Treme Ninja Outdoor Fitness Course at England Acres Park. This playground will have astro turf. This project will be completed June 30, 2025.

Council Member Manzione motioned to approve Resolution 2024-62; A Resolution of the Tooele City Council Approving an Agreement with Big T Recreation for Installation of an X-Treme Ninja Outdoor Fitness Course at England Acres Park. Council Member Gochis seconded the motion. The vote was as follows: Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

7. Resolution 2024-63 A Resolution of the Tooele City Council Approving an Agreement with FieldTurf USA Inc., for Installation of a Basketball Court at England Acres Park

Presented by Darwin Cook, Parks and Recreation Director

Mr. Cook presented an agreement with FieldTurf USA Inc. for installation of a basketball court at England Acres Park in the amount of \$147,248. The basketball court will be fully lit. This project will be completed June 30, 2025.

Council Member Manzione motioned to approve Resolution 2024-63; A Resolution of the Tooele City Council Approving an Agreement with FieldTurf USA Inc., for Installation of a Basketball Court at England Acres Park. Council Member McCall seconded the motion.

The vote was as follows: Council Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

8. Resolution 2024-64, A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Tooele City Police Department)

Presented by Michelle Pitt, City Recorder

Ms. Pitt requested the Council declare surplus a truck from the police department. The City's purchasing policy says that when goods are deemed surplus, outdated, or no longer needed by a department, and are valued at \$100 or more, the Purchasing Agent will recommend the transfer or disposal of the goods. The police department has a 2004 Chevrolet Silverado truck which was forfeited in a criminal case. By a court order, the City needs to sell this vehicle and distribute the funds to the Utah Commission on Criminal and Juvenile Justice. The truck will first be offered to local government agencies, and if not purchased by them, will be offered it to the public.

Council Member Gochis motioned to approve Resolution 2024-64; A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Tooele City Police Department)

Council Member McCall seconded the motion. The vote was as follows: Council Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

9. Invoices & Purchase Orders

Ms. Pitt presented the following invoices:

Tooele City arts council for 4th of July activities in the amount of \$48,243

Tooele City Arts Council for the City contribution for FY24 in the amount of \$117,500

Ken Garff West Valley Ford for four Ford Explorers for the police department in the amount of \$212,020

Council Member Gochis motioned to approve the invoices as stated. Council Member McCall seconded. The vote was as follows: Council Member Gochis, "Aye," Council Member

Manziona, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

10. Minutes

There are no changes to the minutes

Council Member Manziona motioned to approve Minutes. Council Member McCall seconded the motion. The vote was as follows: Council Member Gochis, "Aye," Council Member Manziona, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

11. Adjourn

Chairman Brady adjourned the meeting at 7:38pm.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this ___ day of August, 2024

Justin Brady, City Council Chair