

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council and the Redevelopment Agency (RDA) of Tooele City will meet in a Work Meeting, on Wednesday, August 7, 2024, at 5:30 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”.*

AGENDA

1. Open City Council Meeting

2. Roll Call

3. Mayor's Report

4. Council Members' Report

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

- 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

- c. **Quarterly Economic Development/RDA Update**

Presented by John Perez, Economic Development Director

- d. **Civil Penalties for Zoning Violation**

Presented by Roger Baker, City Attorney

- e. **Discussion** on the Canyon Springs Annexation Agreement

Presented by Roger Baker, City Attorney

6. Closed Meeting

~ Litigation, Property Acquisition, and/or Personnel

7. 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

RESOLUTION 2024-61

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING A WATER RIGHTS ALLOCATION FOR MINOVA UNDER UCA SECTION 10-8-2.

WHEREAS, Tooele City Code Chapter 7-26 governs the exaction by Tooele City of water rights as a condition of land use approval (see also UCA 10-9a-508); and,

WHEREAS, Tooele City received correspondence from Aaron Peterson with Peterson Industrial Depot requesting the allocation of 2.02 acre-feet of City-owned municipal water rights to Minova (see the email request attached as Exhibit A and benefit analysis attached as Exhibit B); and,

WHEREAS, at \$35,000 per acre-foot, the 2.02 acre-feet of water rights would be valued at \$70,798.00; and,

WHEREAS, Minova will consist of approximately 85,915 square feet of new commercial construction; and,

WHEREAS, UCA Section 10-8-2(3) requires a study of the year-to-year benefits received by a municipality from a development project as a condition to that municipality providing significant incentives or benefits to the project; and,

WHEREAS, Tooele City's Economic Development Director has performed a study of the benefits anticipated to be received by the City from Minova over the life of the project (see the documents and tables attached as Exhibit C); and,

WHEREAS, the Minova proposal (Exhibit A) addresses economic development policy considerations in the following ways:

- Minova requests 2.02 acre-feet of water rights.
- An estimated capital investment of \$24,500,000 in acquisition, improvements, and building costs at project buildout.
- The creation of an estimated 58 full-time jobs. Average remuneration of \$74,328 annually.
- The generation of new state tax revenue of \$1,493,484 over the first five years.
- Currently, the city receives \$222.65 in annual property tax. After Minova's capital investment of \$24,500,000 the city will receive an additional \$58,922.50 in annual property tax (see the document and tables attached as Exhibit C); and,

WHEREAS, the City Council considers light manufacturing, such as the proposed Minova, to be generally favorable to Tooele City's fiscal health, and finds it to be an

appropriate and lawful governmental purpose to provide the financial and water benefits identified below for Minova in exchange for the quality jobs and other benefits to be obtained by the City from Minova over the life of the project and during each year of the project, through buildout; and,

WHEREAS, this Resolution and the one-time policy contained therein shall not be considered binding upon the City, in nature or extent, for any other development or project, no matter the benefits anticipated for the City:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOKELE CITY COUNCIL that, in light of the economic development policies and considerations discussed above, the City Council hereby finds that the request for Minova substantially furthers the economic development policy objectives of the City Council and City Administration, and hereby authorizes the reservation of 2.02 acre-feet of municipal water rights for Minova conditioned upon Minova obtaining City approval of a site plan, City approval of a first building permit, and commencement of vertical construction of a first building within two (2) years of the date of approval of this Resolution.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Peterson Industrial Depot Request



July 30, 2024

Tooele City
90 N. Main St.
Tooele, UT 84074

RE: Water Right Payment Waive Request – Minova Project

To whom it may concern;

I am requesting the 2.02 acre feet of water at a cost of \$70,798 water right payment-in-lieu be waived for the Minova project within the Peterson Industrial Depot due to increased costs of ribbon curbing and road improvements.

The economic benefits of Minova are as follows:

- An estimated capital investment of \$24,500,000 in acquisition, improvements, and building costs at project buildout.
- The creation of an estimated 58 full-time jobs. Average remuneration of \$74,328 annually.
- The generation of new state tax revenue of \$1,493,484 over the first five years.

Should you have any questions, please do not hesitate to call me at 801-698-8316 to discuss.

Thank you,

A handwritten signature in black ink, appearing to read 'Aaron Peterson'.

Aaron Peterson
President

Exhibit B

Tooele City Cost/Benefit Analyses



July 30, 2024

Dear City Council Members,

Please see the below costs and benefits analysis of the authorization of water allocation for the Minova development within the Peterson Industrial Depot.

Summary:

When it comes to surface ground engineering, mining, tunneling, and ground support solutions, Minova is a leader in the field. It is renowned for its superior products, technical know-how, and ability to solve client problems. The business has a rich history dating back 140 years, during which it has created and supplied ground support solutions that are cutting edge. Minova actively creates and fosters alliances that benefit clients and ensure their performance, efficiency, and safety.

Waiving the water cost involves an immediate revenue lost opportunity, for Tooele City but will foster economic growth and strengthen partnerships that benefit the city long-term. This decision should weigh the short-term minor financial impact against potential long-term gains from supporting local business development.

Costs:**1. Revenue Loss:**

- **Immediate Impact:** The city forgoes the revenue it would have generated from selling the water.
- **Calculation:** If the water price is, for instance, \$35,000 per acre-foot, then the total revenue loss would be 2.02 acre-feet * \$35,000/acre-foot, totaling \$70,798.00.

2. Precedent Setting:

- **Future Claims:** Waiving costs might set a precedent, leading to future demands from other entities for similar treatment, increasing potential revenue losses.

3. Administrative Costs:

- **Processing:** There may be minor administrative costs associated with processing the waiver.

Benefits:

Timeline:	5 years
Jobs:	58
Wages:	\$21,555,091
New state tax revenue:	\$1,493,484

1. Economic Development:

- **Business Support:** Supporting Minova boosts local economic development, leading to job creation and increased economic activity in Tooele City.

2. Partnership Strengthening:

- **Relationship Building:** Waiving the cost might strengthen the relationship with Minova, encouraging further investment or collaboration.

3. Community Benefits:

- **Enhanced Services:** If Minova's presence brings benefits such as improved job opportunities, the community gains indirect benefits.

4. Long-term Revenue:

- **Increased Future Revenue:** If Minova's operations lead to broader economic growth, it might ultimately enhance the city's tax base and future revenue streams.
- **Property Tax Generation.** Please see **Exhibit C** referring to the increase in property taxes as a result of Minova.



John Perez, MPA | Tooele City Corporation

Economic Development Director

90 North Main Street | Tooele, UT | 84074

Ph: (435) 843-2169 | Cell: (480) 667-9015

johnp@tooelecity.gov | <https://tooelecity.gov> | [LinkedIn](#)

Exhibit C

Minova Property Tax Generation



July 30, 2024

Economic Development

Dear City Council Members,

Please see the below Property Tax Estimates. Exhibit 1.1 lists and Exhibit 1.2 graphically compares the total current taxes being received by Tooele City. Exhibit 1.3 lists and Exhibit 1.4 graphically compares the 5-year comparison of a summation of the taxes received by Tooele City over a 5-year period.

Exhibit 1.1

Minova Property Tax Estimates				
Taxable Value Current	\$ 92,579.00			
	Taxing Entities	Rate		Tax
	Tooele City	0.002405		\$ 222.65
	Total Current Taxes:	0.002405		\$ 222.65
Capital Investment	\$ 24,500,000.00			
	Taxing Entities	Rate		Tax
	Tooele City	0.002405		\$ 58,922.50
	Additional Taxes at Completion:	0.002405		\$ 58,922.50
	Total Taxes at Completion:			\$ 59,145.15

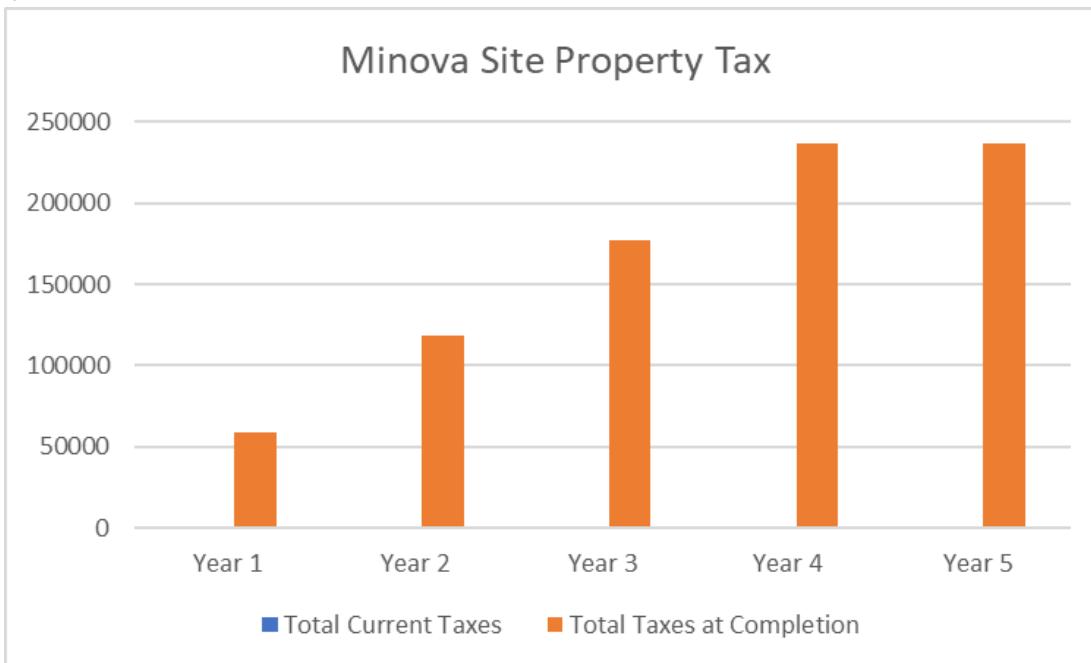
Exhibit 1.2



Exhibit 1.3

Minova Site Property Tax		Year 1	Year 2	Year 3	Year 4	Year 5
Total Current Taxes	\$222.65	\$222.65	\$445.30	\$667.95	\$890.60	\$1,113.25
Total Taxes at Completion	\$59,145.15	\$59,145.15	\$118,290.30	\$177,435.45	\$236,580.60	\$236,580.60

Exhibit 1.4



TOOELE CITY CORPORATION

RESOLUTION 2024-65

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (MIDA).

WHEREAS, pursuant to Chapter 1, Title 63H Utah Code annotated 1953, as amended (“MIDA Act”), the Military Installation Development Authority (“MIDA”) is an “independent, nonprofit, separate body corporate and politic, with perpetual succession and statewide jurisdiction, whose purpose is to facilitate the development of land within a project area or on military land associated with a project area”; and,

WHEREAS, MIDA, working with the Utah National Guard and various cities and counties in Utah, including Tooele City, intends to create the Utah National Guard Project Area pursuant to the MIDA Act; and,

WHEREAS, certain land located within Tooele City, including land owned by Tooele City, will be part of the Project Area and will be used to construct improvements and infrastructure in support of the military and military personnel, both active duty military personnel, reserve personnel, and veterans, all in keeping with the military support mission of MIDA and the terms of the MIDA Act; and,

WHEREAS, pursuant to the MIDA Act and the Interlocal Cooperation Act (Chapter 13, Title 11 Utah Code annotated 1953), MIDA desires to share certain revenues with the City in connection with the development of the Project Area and the City’s agreement to provide municipal services and permitting and inspection services (including business licensing) to the Project Area, as set forth below; and,

WHEREAS, the City, through an Interlocal Cooperation Agreement, desires to consent to the boundary of the Project Area (“Boundary”) which falls within the boundaries of the City; and,

WHEREAS, the Project Area which is the subject of this Agreement contains certain property within both the boundaries of the Project Area and the City, which consists of both property owned by the City (“Tooele City Property”) and property not owned by the City, as shown in the map attached as Exhibit A; and,

WHEREAS, pursuant to the MIDA Act, at §63H-1-201(3)(i), MIDA has “exclusive police power within a project area to the same extent as though the authority were a municipality, including the collection of regulatory fees,” and neither MIDA nor any land included in a project area is subject to “Title 10, Chapter 9, Municipal Land Use, Development and Management Act” nor are they subject to “ordinances or regulations of a City or municipality including those relating to land use, health, business license, or franchise” (collectively referred to herein as “MIDA’s Exclusive Authority”); and,

WHEREAS, as part of the MIDA Act, at §63H-1-201(3)(q), MIDA may contract with

a political subdivision of the state for the provision of municipal services within a project area, and pursuant to the Interlocal Cooperation Agreement, MIDA and the City desire contract for the provision of certain municipal services and permitting and inspection services (including business licensing) in the Project Area pursuant to the terms and conditions of the Agreement; and,

WHEREAS, the Tooele City Property is Military Land as that term is defined in the MIDA Act; and,

WHEREAS, this Agreement establishes a Development Fund from monies generated from the Project Area and sets forth how that fund shall be divided and used within and for the Project Area; and,

WHEREAS, the City Council and Mayor believe the Project Area and the Interlocal Agreement will be in the best interest of Tooele City, including the City's economic development interest; and,

WHEREAS, the Agreement shall commence on the Effective Date (prior to August 27) and shall continue for a period of 50 years after the Effective Date, except as otherwise provided in the Agreement:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Interlocal Cooperation Agreement, attached as Exhibit B, with MIDA, is hereby approved, and that the Mayor is hereby authorized 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

MIDA Project Area Map for Tooele City

TEAO

Minson Ave
McFarland St

02-135-0-0004

02-136-0-0011

Commander Blvd

15-092-0-002A

First-Ave

02-136-0-0008

Third Ave

Main St

17-096-^{Fourth}_{AS}

Fifth-Ave

An aerial photograph of a street corner. A diagonal street, 'Third Ave', runs from the top right towards the center. A horizontal street, 'Eleventh St', runs from the bottom left towards the center. The intersection is marked by a small, light-colored rectangular sign. The surrounding area is a mix of green trees and some buildings.

06-007-0-0017

Access Rd 0:00

Tooele County GIS, Maxar

Exhibit B

MIDA Interlocal Cooperation Agreement

Interlocal Cooperation Agreement

between

MIDA

and

Tooele City Corporation

This Interlocal Cooperation Agreement (“**Agreement**”) is made and entered into as of _____, 2024 (the “**Effective Date**”) by and between the Military Installation Development Authority, a public corporation and political subdivision of the State of Utah (“**MIDA**”) and Tooele City Corporation, a charter city and political subdivision of the State of Utah (the “**City**”). Individually each may be referred to as “**Party**” and collectively as “**Parties**”.

Recitals:

WHEREAS, pursuant to Chapter 1, Title 63H Utah Code annotated 1953, as amended (“**MIDA Act**”), MIDA is an “independent, nonprofit, separate body corporate and politic, with perpetual succession and statewide jurisdiction, whose purpose is to facilitate the development of land within a project area or on military land associated with a project area”; and

WHEREAS, MIDA, working with the Utah National Guard and various cities and counties in Utah, including Tooele City, intends to create the Utah National Guard Project Area, as shown in Exhibit A (“**Project Area**”) pursuant to the MIDA Act; and

WHEREAS, certain land located within Tooele City, including land owned by Tooele City, will be part of the Project Area and will be used to construct improvements and infrastructure in support of the military and military personnel, both active duty military personnel, reserve personnel, and veterans, all in keeping with the military support mission of MIDA and the terms of the MIIDA Act, and

WHEREAS, pursuant to the MIDA Act and the Interlocal Cooperation Act (Chapter 13, Title 11 Utah Code annotated 1953), MIDA desires to share certain revenues with the City in connection with the development of the Project Area and the City’s agreement to provide municipal services and permitting and inspection services to the Project Area, as set forth below; and

WHEREAS, the City, in this Agreement, consents to the boundary of the Project Area (“**Boundary**”) which falls within the boundaries of the City; and

WHEREAS, the Project Area which is the subject of this Agreement contains certain property within both the boundaries of the Project Area and the City, which consists of both property owned by the City and property not owned by the City, as shown in Exhibit B (the “**Tooele City Property**”), and

WHEREAS, pursuant to the MIDA Act, MIDA, at §63H-1-201(3)(i), has “exclusive police power within a project area to the same extent as though the authority were a municipality, including the collection of regulatory fees,” and neither MIDA nor any land included in a project area is subject to “Title 10, Chapter 9, Municipal Land Use, Development and Management Act” nor are they subject to “ordinances or regulations of a City or municipality including those relating to land use, health, business license, or franchise” (collectively referred to herein as “**MIDA’s Exclusive Authority**”); and

WHEREAS, as part of the MIDA Act, at §63H-1-201(3)(q), MIDA may contract with a political subdivision of the state for the provision of municipal services within a project area, and pursuant to this Agreement, MIDA and the City contract for the provision of certain municipal services and permitting and inspection services in the Project Area pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Tooele City Property is Military Land as that term is defined in the MIDA Act; and

WHEREAS, this Agreement establishes a Development Fund from monies generated from the Project Area and sets forth how that fund shall be divided and used within the Project Area; and

WHEREAS, this Agreement is effective on the Effective Date, but it shall terminate, and not go into effect as if this Agreement had never been executed by the Parties, if MIDA has not created the Project Area by December 31, 2024, as such date may be extended, as provided herein;

Agreement:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM.**

- a. This Agreement shall commence on the Effective Date and shall continue for 50 years after the Effective Date, except as provided in Subsection 1(b).
- b. This Agreement shall automatically terminate on January 1, 2025 (as the said date may be extended pursuant to Subsection 1(c) below, the “**Termination Date**”), if:
 - i. MIDA has not completed the creation of the Project Area by December 31, 2024, the “Project Creation Date”.
- c. The Project Completion Date and Termination Date may be extended by the MIDA Executive Director for up to six (6) months. Any extension beyond June 30, 2025, shall be agreed to by the Parties’ governing bodies.

2. **PROJECT AREA/CITY CONSENT.** MIDA intends to create the Project Area, which

consists of the property shown in Exhibit A. This Agreement shall govern all of the Tooele City Property. The City hereby irrevocably consents to the inclusion of the Tooele City Property shown in Exhibit A in the Project Area. No other property within the City may be added to the Project Area without the City first adopting another resolution consenting to additional property being added.

3. **POLICE POWERS**. Pursuant to the MIDA Act, including more specifically at §63H-1-201(3)(i), MIDA hereby retains and shall have the exclusive right to exercise all of MIDA's Exclusive Authority within the Project Area subject only to those reservations and delegations of authority expressly set forth in this Agreement.

4. **MUNICIPAL SERVICES**.

- a. The Tooele City Property to be included in the Project Area is in Tooele City. Pursuant to §63H-1-201(3)(q) of the MIDA Act, for any property in the Project Area that is located within a Utah city, the City shall provide normal and customary municipal and City services which it currently or in the future provides to other land within the city, including, but not limited to, police protection through the Tooele Police Department, snow removal on City owned roads, maintenance of City owned roads and other City owned rights-of-way, animal control, flood control of public properties, courts and prosecution, health department services, storm drainage, water, sewer, refuse collection (currently only in residential areas), and notwithstanding Subsection 4(c), fire services (collectively, the "**Municipal Services**"), subject to Section 4(j) hereof. Municipal Services does not include government approvals or services for which a government permit or inspection is required and a corresponding fee is charged by the governmental entity under applicable ordinances to pay for the service provided, including road grading permits and inspections; building permits, inspections, and certificates of occupancy; fire and hazardous materials permits and inspection; and, business licenses ("**Permitting and Inspection Services**"), which shall be governed as provided in Section 6 hereof.
- b. If any part of the Tooele City Property included in the Project Area is disconnected from the City, the City shall not have any further responsibility or right to provide Municipal Services to such property unless otherwise provided by law or separate agreement between MIDA and the City.
- c. The Parties recognize that some municipal type services, such as the providing of water, sewer, wastewater treatment, and refuse collection, may be provided by separate service districts, which although organized by the City are separate and distinct legal entities and political subdivisions of the state ("**Service Districts**"). As necessary, MIDA will enter into separate agreements with the existing Service Districts for the provision of services by the applicable Service District. In the event any service currently

provided by the City is transferred to a Service District that has an interlocal cooperation agreement with MIDA, MIDA understands and agrees that such service will no longer be provided to the Project Area by the City. If a new Service District is created, then the cost of the service provided by the new Service District shall be deducted from the Municipal Services Revenue Fund proceeds paid to the City, as provided in Section 5, and the deduction shall be used to offset the new cost to the property owners imposed by the new Service District for the same level of service provided prior to the creation of the new Service District. The offset shall not apply to the cost for an enhanced level of service provided by the new Service District. Subject to the foregoing, the offset shall be determined by the City Mayor and the MIDA Executive Director.

- d. Subject to Subsection 4(j) hereof, MIDA may if it elects, but shall have no responsibility to provide Municipal Services in the Project Area, except to provide financial remuneration to the City for Municipal Services provided by the City from the Municipal Services Revenue Fund (defined below), as provided in Section 5 hereof. Such remuneration shall be payable only from the Municipal Services Revenue Fund, which revenue shall be collected solely from property in the Project Area that is located in the City at the time it is collected.
- e. In the event the City determines in its sole discretion that the funds provided by MIDA for the Municipal Services are insufficient to offset the costs of providing such services, the City shall give MIDA written notice of such determination. The Parties may then negotiate the amounts to be paid to the City. If the Parties are unable to reach an agreement on the amount of municipal service funds to be paid to the City, or the City determines for any other reason that it is unwilling to continue providing Municipal Services, the City may upon 180 calendar days' written notice decline to further provide Municipal Services to the Project Area. Upon the effective date of City's discontinuing to provide Municipal Services, MIDA shall terminate payment to the City under Section 5 hereof.
- f. For the Tooele City Property, with respect to which the City is providing Municipal Services as provided in this Agreement, the City's rules, ordinances and regulations applicable to the provision of such Municipal Services shall be those rules, ordinances and regulations adopted by the City prior to the effective date of this Agreement, including any vested rights relating to such property, except to the extent that new rules, ordinances and regulations are not in conflict with such vested rights and are adopted by MIDA hereafter from time-to-time. Notwithstanding anything herein to the contrary, the parties agree that the City shall retain the sole authority to establish and modify applicable and appropriate fees for such services and that such fees are not vested rights nor do they require the consent or adoption by MIDA. MIDA shall take such actions as are necessary to formally adopt such rules, ordinances and regulations as

the applicable regulations for the Project Area, and shall provide the City with written notice of any material differences between the City's existing rules, ordinances and regulations and those formally adopted by MIDA at the time of such adoption, as well as written notice of any material amendments thereto approved and adopted by MIDA from time-to-time in the future. Notwithstanding the foregoing, the City will only be required to provide the Municipal Services at the same level as to other areas of the City.

- g. No fees or generally applicable taxes shall be levied by the City or payable by MIDA or any property owner within the Project Area with respect to Municipal Services except for those taxes to be placed in the Municipal Services Revenue Fund as contemplated by Section 5 hereof.
- h. The City shall not discriminate against the property, businesses, or residents of the Project Area but shall provide the Municipal Services to the Project Area in the same manner and to the same extent that the City provides such Municipal Services to the balance of the City.
- i. The City shall indemnify, release, and hold MIDA harmless from any and all claims, damages, suits, liabilities, and attorney's fees of whatever nature (collectively, "**Claims**") which may arise from the City's control and provision of the Municipal Services but only to the extent that the City would have liability for such Claims absent the existence of MIDA and the Project Area. MIDA shall indemnify, release and hold the City harmless for any and all Claims which arise out of MIDA's acts and decisions regarding land use decisions and other decisions within MIDA's statutory authority, and Municipal Services MIDA provides, if any. The status of each party as a political subdivision of the state of Utah and the limitations on each party's liability under this agreement are further described and established in Sections 14 and 15 and applicable law.
- j. In the event the City does not timely provide any of the Municipal Services to any portion of the Project Area in accordance with this Section 4 and applicable law, as determined by MIDA in its sole discretion, MIDA shall have the right upon a minimum of sixty (60) days prior written notice to the City, to: (i) remove, in whole or in part, the Municipal Services for the Project Area from the City's obligations hereunder, and to have such Municipal Services provided by another service provider; or (ii) supplement, in whole or in part, such Municipal Services with another service provider. However, prior to implementing either (i) or (ii) above, in MIDA's 60-day notice it shall outline the reason for the determination and allow the City an opportunity to cure the problem. If the City chooses to make changes to rectify the issue(s) identified by MIDA, within the 60-day time period the City shall provide a written response to MIDA with detailed changes and a reasonable timeline for such changes that the City will immediately implement if MIDA will withdraw the determination. If MIDA finds the proposed changes or timeline unsatisfactory it may proceed

forward with implementing subpart (i) or (ii). During such 60-day notice period, MIDA may implement subpart (ii) on a temporary basis until either the cure is effectuated by the City or MIDA exercise its rights under the immediately foregoing sentence. In either case, the cost to MIDA of providing (or having a third party provide) the removed or supplemental municipal services, together with a reasonable administrative fee, shall be paid to MIDA from the Municipal Services Revenue Fund. The City shall not receive any part of the Municipal Services Revenue Fund if the City is removed entirely as the municipal service provider for the Project Area. MIDA reserves the right, without cost to the City, to supplement any such services itself or through a third-party service provider at any time and from time to time.

- k. If MIDA determines it necessary to use a different municipal services provider, it shall hire a party only after consultation with the Conference Subcommittee, defined in Section 21.

5. PAYMENTS FOR MUNICIPAL SERVICES AND TAX COLLECTION AND ASSESSMENT COST.

- a. Pursuant to the MIDA Act, MIDA will receive tax revenue from the following sources, which tax revenue shall be paid into a designated fund to pay for municipal services for the Tooele City Property (the “**Municipal Services Revenue Fund**”):
 - i. The City’s portion of any property tax remaining after MIDA is paid the property tax allocation, also defined as “dedicated tax collections” in the MIDA Act, collected from the Tooele City Property;
 - ii. A municipal energy tax on the Tooele City Property authorized by the MIDA Act;
 - iii. A transient room tax from the Tooele City Property authorized by the MIDA Act; and
 - iv. A telecommunications tax from the Tooele City Property if authorized by the MIDA Act.
- b. For providing the Municipal Services for the Tooele City Property in the Project Area, but subject to Subsection 4(j) above, MIDA shall remit all of the Municipal Services Revenue Fund to the City, less any amounts needed to pay for MIDA’s reasonable administrative, overhead, legal, and other operating expenses attributable to the Project Area (including, without

limitation, amounts required by MIDA to pay for supplemental or substituted municipal services, including those acquired from third-parties, pursuant to Subsection 4(j) above). For the absence of doubt, MIDA expenses, shall be paid only from the Municipal Services Fund established by this Agreement and not from service fees or charges collected directly by the City.

- i. MIDA shall remit such funds to the City within 30 calendar days of receipt of the funds.
- ii. The City shall use the funds, as it determines in its sole discretion, to provide the Municipal Services in the Project Area, and as otherwise allowed under applicable law. The City does not have to account to MIDA in how it is using Municipal Service Revenue Fund and is only subject to providing the Municipal Services, as provided in Section 4.
- c. If the City creates a new Service District to provide a service already provided by the City as part of the Municipal Services, the taxes, fees or costs charged by the new Service District to provide such services shall be offset as described in Subsection 4(c).
- d. If the City has provided notice of its decision to cease providing Municipal Services, as provided in Subsection 4(e), MIDA shall terminate any further payments to the City from the Municipal Services Revenue Fund after the effective date when the City's provision of the Municipal Services ceases.

6. PERMITTING AND INSPECTION SERVICES.

- a. Pursuant to MIDA's Exclusive Authority, MIDA has the responsibility to provide for Permitting and Inspection Services. Utah law provides that fees charged for Permitting and Inspection Services shall be reasonably commensurate to the cost to provide the service. The City has asserted, and MIDA does not dispute, that the existing City fee structure for permitting and inspection services is reasonably commensurate with the City's cost to provide such services.
- b. MIDA may provide an administrator and support services to coordinate the Permitting and Inspection Services for the Project Area. In addition to the standard fee charged for Permitting and Inspection Services, MIDA may add an administrative charge of not more than 10% (the "Administrative Surcharge") to pay for the costs of the administrator and support services.
- c. Pursuant to §63H-1-201(3)(q) of the MIDA Act, for the Tooele City Property, the City shall provide Permitting and Inspection Services using its own

employees and/or third-party contractors. The City shall charge its normal and customary fee for such services. If those fees are paid to MIDA, MIDA shall pay to the City the fees collected less the Administrative Surcharge. Without limiting the foregoing, for administrative convenience and coordination purposes, in lieu of MIDA directly collecting the fees, MIDA may designate the City as the place where an application for the Permitting and Inspection Services is to be submitted and related fees paid. In that case, the City will retain its normal and customary fee and shall remit the Administrative Surcharge to MIDA.

- d. If MIDA determines, in its sole discretion, that any of the Permitting and Inspection Services are not being provided in a timely manner, MIDA may contract with a third party to provide the particular service in lieu of the City providing such Service. However, prior to contracting with the third party, MIDA shall give sixty (60) calendar days prior written notice to the City outlining the reason for the determination and allow the City an opportunity to cure the problem. If the City chooses to make changes to rectify the issue(s) identified by MIDA, within the 60-day time period the City shall provide a written response to MIDA with detailed changes and a reasonable timeline for such changes that the City will immediately implement if MIDA will withdraw the determination. If MIDA finds the proposed changes or timeline unsatisfactory it may proceed forward with contracting with a third party. During such 60-day notice period, MIDA may contract with any third party on a temporary basis until either the cure is effectuated by the City or MIDA exercises its right under the immediately foregoing sentence. Such third party will be selected only after consultation with the Conference Subcommittee defined in Section 21. If the City determines in its sole discretion, it is unable or unwilling to provide such services, the City may, upon 180 calendar days' written notice, decline to provide permitting and inspection services.

7. LAND USE APPROVALS. Pursuant to MIDA's Exclusive Authority, MIDA hereby designates the following applicable land use laws and administrative review authorities within the Project Area:

- a. Within 90 days of the creation of the Project Area by MIDA, MIDA will adopt development standards and guidelines for the Project Area (as amended from time to time, (the "**Utah National Guard Project Area Development Standards**"), which Utah National Guard Project Area Development Standards shall be applicable to the Tooele Property to the exclusion in their entirety of any ordinance, rule or regulation adopted by the City pertaining to land use, development or subdivision of real property.
- b. For the Tooele City Property, MIDA shall retain and exercise full and exclusive jurisdiction, including all land use authority, with respect to all land use and development approval matters, including, but not limited to,

the issuance of all land use approvals, plan reviews and approvals, building permits, occupancy permits, inspections, and business licensing, and any appeals therefrom, and no submissions to or approvals by the City shall be required with respect to any of the foregoing. MIDA shall have the right, in the exercise of its sole discretion at any time and from time to time, to contract with any third party (including the City) to provide all or a portion of any such services for the Tooele City Property. Such third party will be selected only after consultation with the Conference Subcommittee. Development agreements pertaining to the Tooele City Property shall be between MIDA and the applicable property owner.

- i. For the Tooele City Property, MIDA will create a Development Review Committee ("DRC"), which shall, depending on the nature of the application submitted and the requirements of the Utah National Guard Project Area Development Standards, act either as a "land use authority" with respect to a given application or as a recommending body for land use decisions that will be presented to the MIDA Board, as will be more fully set forth in the Utah National Guard Project Area Development Standards. The DRC will be chaired by the MIDA Executive Director, or the Director's designee, and consists of other members recommended by MIDA and the other jurisdictions, including the City, with land within the Project Area. MIDA will develop and adopt a DRC which includes some permanent members and some rotating members. Rotating members of the DRC shall be members which are recommended by the local jurisdictions which have Project Area land within the jurisdiction's boundaries. Rotating members shall serve on the DRC only for those land use decisions or recommendations which directly affect Project Area land within their jurisdiction boundaries. All members of the DRC shall be approved by the MIDA Board. MIDA shall set the number of DRC members from time-to-time, it is currently anticipated that the DRC will be comprised of seven (7) members, which will be a combination of not less than 5 permanent members and not more than 2 rotating members. For the Tooele City Property, the DRC shall consist of 5 permanent members selected by MIDA and 2 rotating members recommended by the City and approved by the MIDA Board. If MIDA reasonably finds the person recommended by the City is not acceptable or finds that such member of the DRC consistently misses meetings or is unreasonably disruptive, then MIDA shall have the right to remove such individual from the DRC and shall advise the City of its decision. In such case, the City shall recommend another individual within 30 calendar days. If no acceptable individual is recommended by the City within that period, MIDA can appoint someone of its choosing to be a member of the DRC, provided that the individual is a representative

of the City.

- ii. Appeals of decisions of the DRC shall be made to the MIDA Board pursuant to the Utah National Guard Project Area Development Standards established by the MIDA Board.

8. INFRASTRUCTURE DEVELOPMENT. MIDA and the City agree to cooperate and coordinate with each other so that infrastructure improvements crossing between and/or intended to serve the Tooele City Property and other areas of the City adjacent to the Tooele City Property are designed and installed so as to work to the betterment of both areas. In the event of any disagreement between the City and MIDA over the location, scope, or other coordination details of such infrastructure improvements crossing between land in the Project Area and/or land adjacent to the Project Area, the decision of the City Mayor and the MIDA Executive Director shall control.

9. DEVELOPMENT FUND. Pursuant to the MIDA Act, MIDA shall receive funds to pay for, including financing or refinancing, the development of land within the Project Area, MIDA expenses, and the cost of infrastructure and improvements, recreational facilities, military facilities, and other infrastructure and improvements as set forth, defined, and allowed by the MIDA Act. The funds that are part of the Development Fund, described in Subsection 9(a) below (the “**Development Fund**”), are as follows:

- a. Monies for the Development Fund will come from the:
 - i. 75% of the property tax allocation generated in the Project Area in accordance with the MIDA Act for the 40-year period in which the property tax allocation may be collected (“**Tax Increment Period**”);
 - ii. point of sale portion of sales and use tax collected from the Project Area, in accordance with the MIDA Act;
 - iii. the resort communities tax, if applicable, collected from the Project Area, as authorized by the MIDA Act and adopted by the MIDA Board;
 - iv. the municipal energy tax and the telecommunications tax collected from the Project Area, as authorized by the MIDA Act and adopted by the MIDA Board; and
 - v. the MIDA Accommodations Tax collected from the Project Area, if applicable, and as adopted by the MIDA Board.
- b. Under the MIDA Act, MIDA may use the sales and use tax and the resort communities tax in either the Municipal Services Revenue Fund or the Development Fund. Both Parties agree that to insure the success of the

Project Area, both taxes will be part of the Development Fund during the Tax Increment Period. Following the Tax Increment Period, the proceeds from such taxes may, if agreed by the MIDA Executive Director and the City Mayor, be included in the Municipal Services Revenue Fund, and failing such agreement, shall be retained by MIDA as provided in the MIDA Act.

c. One hundred percent (100%) of the contributions to the Development Fund generated from the Tooele City Property in the Project Area shall be used, consistent with the MIDA Act as follows:

- i. For the payment of any bonds issued by MIDA to fund the infrastructure and improvements, consistent with MIDA Act and benefiting the Project Area, for the entire term of such bonds.; and
- ii. Following the completion of any bond repayment, as set forth in Subsection 9(C)(i) above or if no bonds are issued, to the extent justified and approved by MIDA, the funds shall be used to assist the military owner of the Tooele City Property in the development of improvements and infrastructure that will further the military mission of MIDA and provide support to the military. All uses of these funds shall be in compliance with the terms of the MIDA Act.

d. As between MIDA and the City, MIDA shall, in its sole discretion, determine the timing and use of the Development Fund and any development funds generated from the Project Area, consistent with the MIDA Act.

e. Pursuant to §63H-1-502(l)(e) of the MIDA Act, the MIDA Board finds that all of the infrastructure and improvements to be constructed in the Project Area, which benefit the Project Area, are of benefit to the Project Area and this finding is adopted by the resolution approving this Agreement.

f. MIDA finds that the use of the Development Fund to pay for infrastructure and improvements will be of benefit and support to the military.

g. MIDA may consider issuing bonds to pay for the financing of the publicly owned infrastructure and improvements. Neither the City, nor any of its political subdivisions, including any of the Service Districts, shall have any obligation to issue or repay bonds for infrastructure or improvements within the Project Area.

h. For purposes of § 63H-1-501(2) of the MIDA Act, to begin and calculate the property tax allocation designated by MIDA resolution for any specific parcel of property within the Project Area, if MIDA delegates to the City the responsibility to do building permit inspections with respect to a given parcel pursuant to Section 6, MIDA also designates the City as the entity to issue any certificate of occupancy required for any improvements on that parcel.

10. **MIDA EXPENSES.** In addition to other revenues sources or funds MIDA may have, the MIDA Act allows MIDA expenses to be taken from either the Municipal Services Revenue Fund or the Development Fund or both. However, the Parties agree that, only if needed, as reasonably determined by MIDA, MIDA expenses shall be paid from the Municipal Services Revenue Fund.
11. **MIDA ACCOMMODATIONS TAX.**

Subject to the requirements of the MIDA Act, MIDA may impose a MIDA Accommodations Tax of up to 15% on property within the Project Area. Pursuant to §63H-1-205(11) of the MIDA Act, for as long as the MIDA The MIDA Accommodations Tax, if any, shall be distributed as follows: 2% of the MIDA Accommodations Tax shall be retained by MIDA (i.e., 13.33% of the total revenue generated from the tax) for its operations and the balance shall be deposited to the Development Fund.
12. **NO SEPARATE ENTITY CREATED.** No separate legal entity is created by the terms of this Agreement. There shall be no real or personal property jointly acquired by the Parties as a result of this Agreement.
13. **NO THIRD-PARTY BENEFICIARIES.** This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective Parties hereto. No third-party may enforce the terms of this Agreement or rely on this Agreement in any action against either of the Parties.
14. **PARTIES AS GOVERNMENTAL ENTITIES.** Both Parties are governmental entities subject to the provisions of the Utah Governmental Immunity Act and the substantive and procedural protections thereof. By execution of this Agreement, neither Party waives any of the substantive or procedural defenses or protections of the Act including specifically without reservation the limitations on actions and the limitations on judgments contained therein.
15. **GENERAL INDEMNITY.** Subject to the provisions of this Section, each Party agrees to indemnify, release, hold harmless and defend the other party hereto from all claims, damages, liabilities, and judgments for injury to persons, loss of life, or damage to property occurring because of the negligent acts or omissions of the indemnifying Party, its officers, or employees in connection with this Agreement.
16. **INTERLOCAL ACT REQUIREMENTS.**
 - a. This Agreement shall be authorized by resolution or ordinance of the legislative body of each Party, pursuant to §11-13-202.5(l)(b) of the Interlocal Corporation Act;
 - b. The resolution or ordinance of a Party's legislative body approving this

Agreement shall specify the effective date of this Agreement, pursuant to §11-13-202.5(2) of the Interlocal Corporation Act; and

c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Interlocal Corporation Act.

17. **CONTRACT REPRESENTATIVE.**

- a. Each Party agrees to designate a contract representative responsible for matters involving contract interpretation and performance during the term of the Agreement. The initial contract representatives shall be:
 - i. For MIDA, the Executive Director, who is currently Paul Morris.
 - ii. For the City, the City Mayor, who is currently Debra E. Winn.
 - iii. The Parties agree to provide notice to the other Party of any change in designated contract representative prior to the effective date of the transfer of responsibilities.
- b. The Parties agree that the representatives may implement and clarify this Agreement through Memorandum's of Understanding ("MOUs").

18. **NOTICE.** Whenever a Party is required to give notice under this Agreement, it shall be given in writing by depositing it, postage pre-paid, with the U.S. Postal Service addressed to the other Party as follows:

a. If to MIDA: Military Installation Development Authority
Attention: Executive Director
450 Simmons Way, No. 400
Kaysville, UT 84037-6722

With a copy to: Nicole Cottle
Chief Legal and Administrative Officer
450 Simmons Way, No. 400
Kaysville, UT 84037-6722

b. If to the City: Tooele City
Attention: Mayor
90 North Main Street
Tooele, UT 84074

With a copy to: Tooele City Attorney
90 North Main Street
Tooele, UT 84074

The Parties may change the person or address where notice is given by providing written notice to the other Party.

19. **AMENDMENT.** The terms of this Agreement may be modified or amended at any time through execution by the Parties of a written amendment hereto. Any amendment of the Agreement shall specify the changes hereto and the effective date(s) of the changes.
20. **WHOLE AGREEMENT.** This Agreement, including the Exhibits hereto (which are hereby incorporated herein by reference), contains the entire agreement between the Parties, and as of the Effective Date. All promises, representations, understandings, warranties, inducements, and agreements with respect to the matters described in this Agreement have been expressed herein. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect. Any terms not specifically defined herein but defined in the MIDA Act shall have the meanings set forth in the MIDA Act.
21. **AGREEMENT TO MEET AND CONFER—CONFERENCE SUBCOMMITTEE.** Prior to either Party filing any legal action in a court of competent jurisdiction, it shall provide written notice to the other Party of its concerns. The Parties agree that the concerns shall be reviewed by a subcommittee consisting of the chair and vice-chair of each Party or their designees and the MIDA Board member who is appointed by the governor (“**Conference Subcommittee**”). In addition, if the City has any concerns regarding MIDA’s land use decisions on the Tooele City Property it may request in writing a meeting of the Conference Subcommittee to discuss the matter.
22. **TERMINATION.** Except for the indemnification provisions which shall survive termination, this Agreement shall automatically terminate and be of no force and effect with respect to, but only with respect to, any portion of the Tooele City Property that is disconnected or de-annexed from the City.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as specified above.

[signature pages follow]

Military Installation Development Authority

Paul Morris
Executive Director

Approved as to form:

J. Richard Catten, MIDA Counsel

Tooele City Corporation

Name: Debra E. Winn
Title: Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

Exhibit A

To

**National Guard Project Area Project Area
Tooele City Interlocal Cooperation
Agreement**

Map of Project Area

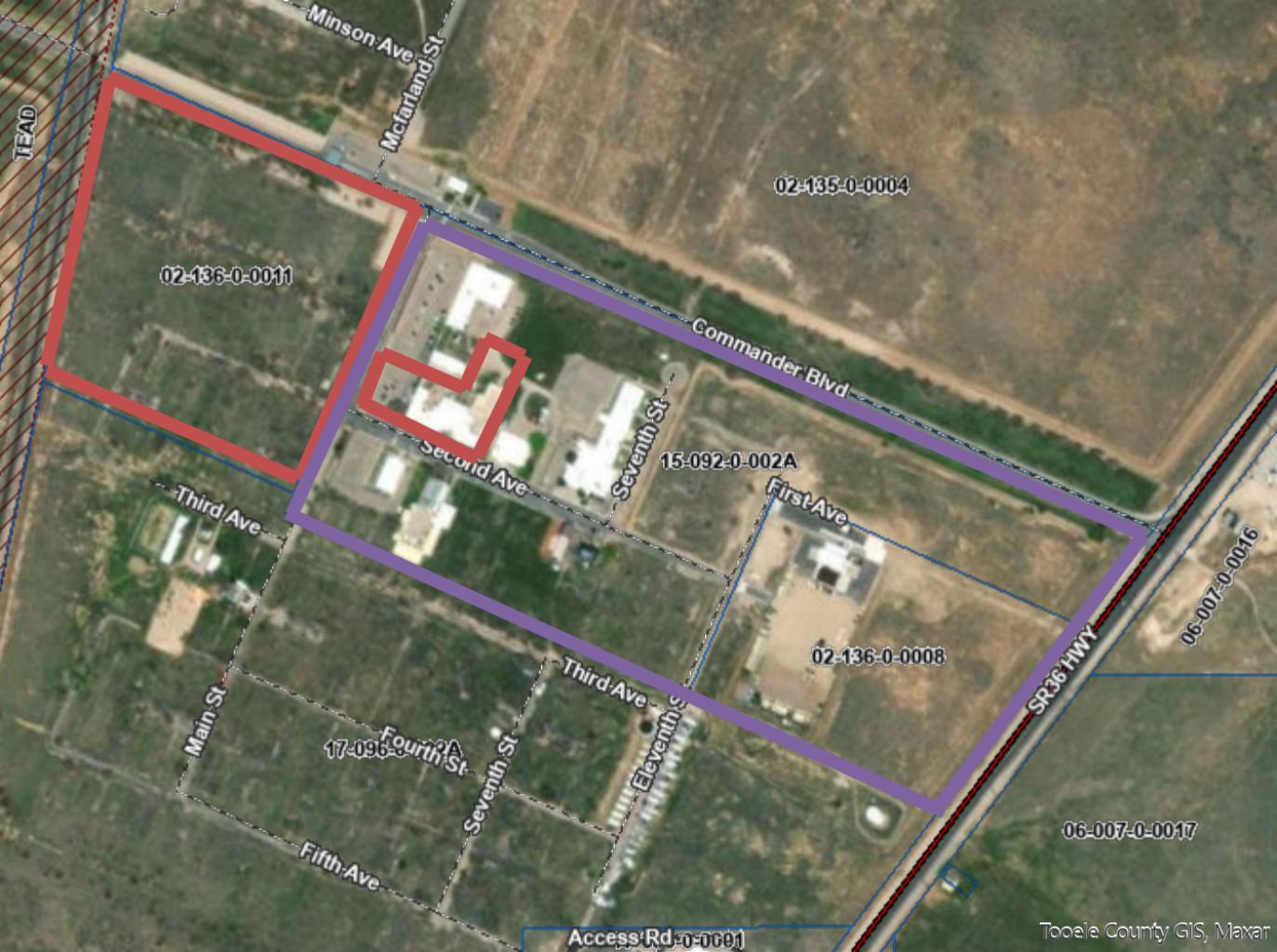
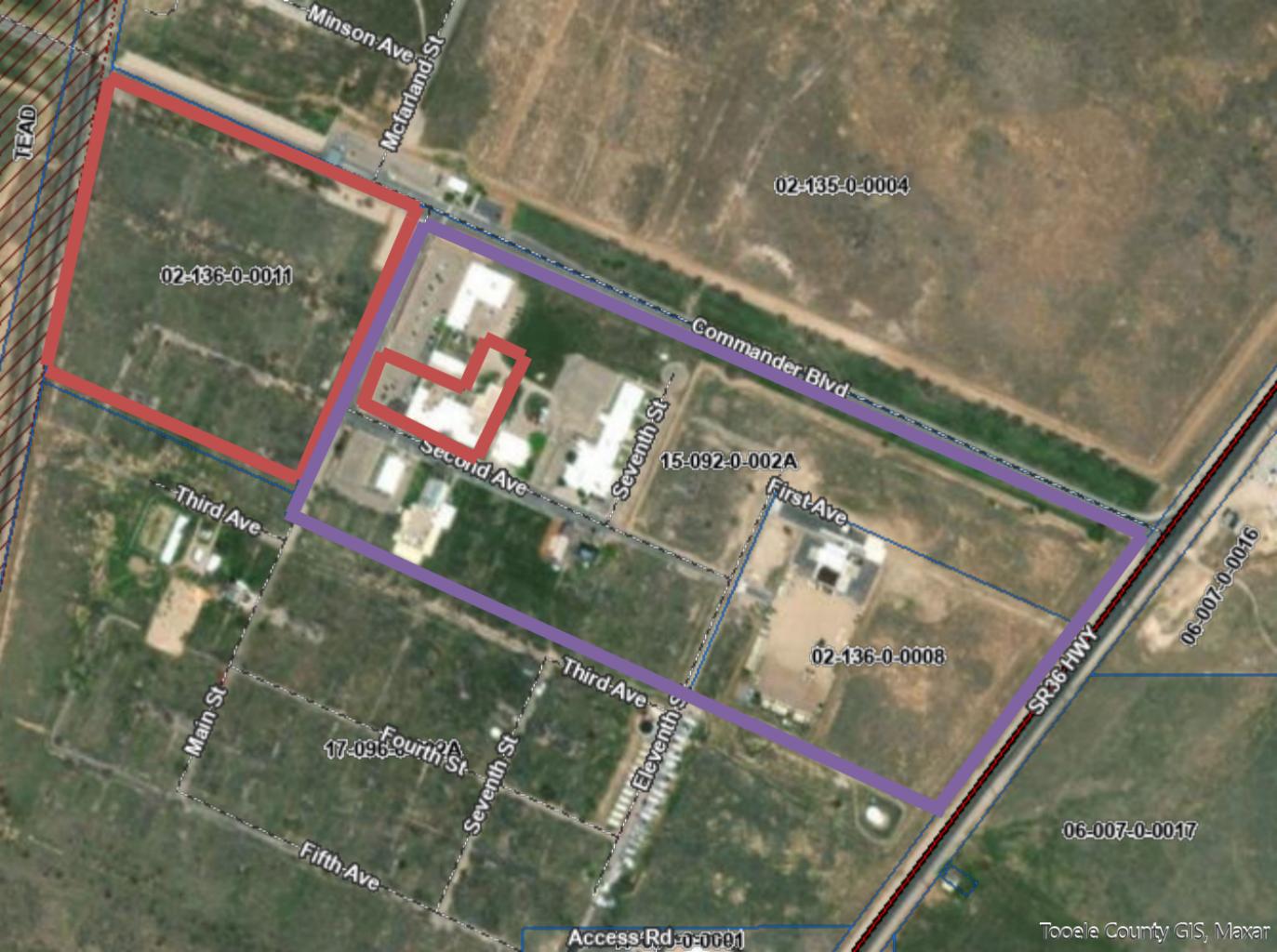


Exhibit B

To

**National Guard Project Area Project Area
Tooele City Interlocal Cooperation
Agreement**

Map and legal description of Tooele City Property



<u>Location</u>	<u>Owner</u>	<u>Value</u>		
		Actual (2024)	\$1,534,550	
	Name	Primary Taxable	\$1,534,550	
	Exempt		(\$1,534,550)	
Acres 21.07	Owner	Adjusted Taxable		\$0
Parcel Number 02-136-0-0011	Name TOOELE CITY CORP	Total		
Account Number R009149	In Care Of			
Tax District 22 - DEPOT ECONOMIC REDEVELOPMENT	Name TOOELE CITY CORP			
Year Built	Owner Address	Tax Area: 22	Tax Rate: 0.014103	
Above Ground SQFT	90 NORTH MAIN ST TOOELE, UT 84074 UNITED STATES			
Basement SQFT	Type	Actual	Assessed	Acres
Basement SQFT	LX01	\$1,534,550	\$1,534,550	21.070
Complete 0				
Status Code EX - Exempt				
HouseNumber				
StreetName				
Parcels 0213600005 0213600009				
OwnerName TOOELE CITY CORP				
Legal BEG ON THE E R/W LI OF THE UN PACIFIC R/R AT A PT THAT IS S 89°45'13" W ALG THE SEC LI 1966.70 FT & S 12°07'50" W ALG SD R/R R/W LI 2082.03 FT FR THE NE COR SEC 6, T4S, R4W, SLB&M, RUN TH ALG SD R/ R/W LI S 12°07'50 W 964.34 FT; TH S 65°40'34" E 871.96 FT; TH N 24°19'26" E 942.58 FT; TH N 65°40'34" W 1075.64 FT TO THE POB. OUT OF 2-136-5				

AND 2-136-9 FOR
2006 YEAR. £

Entry Date

Remarks

<u>Location</u>	<u>Owner</u>	<u>Value</u>		
		Actual (2024)		\$2,896,751
Acres 2.12	Owner	Primary Taxable		\$2,896,751
Parcel Number 02-136-0-0006	Name TOOEL CITY CORPORATION	Exempt		(\$2,896,751)
Account Number R013915	In Care Of	Adjusted Taxable Total		\$0
Tax District 22 - DEPOT ECONOMIC REDEVELOPMENT	Name TOOEL CITY CORPORATION			
Year Built	Owner Address 90 N MAIN TOOEL, UT 84074 UNITED STATES	Tax Area: 22 Tax Rate: 0.014103		
Above Ground SQFT				
Basement SQFT				
Basement SQFT Complete 0				
Status Code EX - Exempt				
HouseNumber				
StreetName				
Parcels 0213600002				
OwnerName TOOEL CITY CORPORATION				
Legal BEG AT A PT THAT IS S 89°45'13" W ALG THE SEC LI 1548.95 FT AND DUE S 2939.99 FT FROM THE DEPENDENT RESURVEY 1982 MONUMENTED NE COR OF SEC 6, T4S, R4W, SLB&M, RUN TH S 65°33'38" E 271.85 FT; TH N 24°26'22" E 167.95 FT; TH S 65°33'38" E 129.50 FT; TH S 24°26'22" W 343.89 FT; TH N 65°33'38" W 401.35 FT; TH N 24°26'22" E 175.94 FT TO POB. OUT OF 2-136-2 FOR 2003				

YEAR.
(REDESCRIBED
LEGAL TO REFLECT
THE NEW 2004
RESURVEY (REC
10/4/04 #230115
974/891)) 2.12 AC

Entry Date

Remarks

<u>Location</u>	<u>Owner</u>	<u>Value</u>		
		Actual (2024)	Primary Taxable	Adjusted Taxable
		Exempt		Total
Acres 40.33	Owner Name THE UTAH ARMORY BOARD	\$8,510,860	\$8,510,860	\$8,510,860
Parcel Number 15-092-0-002A				
Account Number R091836	Owner Address 450 N STATE ST STE 4110 SALT LAKE CITY, UT 84114			
Tax District 22 - DEPOT ECONOMIC REDEVELOPMENT				
Year Built 1940				
Above Ground SQFT 1532				
Basement SQFT				
Basement SQFT Complete 0				
Status Code EX - Exempt				
HouseNumber 1800				
StreetName SR 36				
Parcels 1509200002				
OwnerName THE UTAH ARMORY BOARD				
Legal LOT 2A, SOUTH ADMIN MINOR SUB, A SUBDIVISION OF TOOEL CITY. LESS AND EXCEPTING THEREFROM ALL THAT CERTAIN PARCEL DESCRIBED AS PARCEL B IN THAT CERTAIN QUIT CLAIM DOCUMENT RECORDED IN TOOEL COUNTY RECORDER'S OFFICE IN BOOK 745 AT PAGE 665. A PARCEL OF LAND,				
Tax Area: 22 Tax Rate: 0.014103				
	Type	Actual	Assessed	Acres
	BX01	\$4,021,210	\$4,021,210	0.000
	LX03	\$4,489,650	\$4,489,650	40.330

SITUATE IN THE
SOUTHEAST
QUARTER OF
SECTION 6,
TOWNSHIP 4
SOUTH, RANGE 4
WEST, SALT LAKE
BASE AND
MERIDIAN, SAID
PARCEL ALSO A
PORTION OF LOT 2,
SOUTH ADMIN
MINOR
SUBDIVISION, AS
ENTRY NO. 261363,
MORE
PARTICULARLY
DESCRIBED AS
FOLLOWS:
BEGINNING AT A
POINT SOUTH
89°46'49" WEST
1861.43 FEET
ALONG THE
SECTION LINE AND
NORTH 1918.14
FEET FROM THE
SOUTHEAST
CORNER OF SAID
SECTION 6,
TOWNSHIP 4
SOUTH, RANGE 4
WEST, SALT LAKE
BASE AND
MERIDIAN, AND
RUNNING; THENCE
NORTH 65°40'21"
WEST 863.72 FEET
TO THE EASTERLY
LINE OF THE
OREGON SHORT
LINE RAILROAD;
THENCE NORTH
12°08'09" EAST 39.04
FEET ALONG SAID
RAILROAD LINE;

THENCE SOUTH
65°40'15" EAST
871.96 FEET;
THENCE SOUTH
24°19'45" WEST
38.13 FEET TO THE
POINT OF
BEGINNING. OUT OF
15-92-2 FOR 2019
YEAR. 40.33 AC

Entry Date

Remarks

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. Violation 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 or ingress and egress, drainage facilities, utility services, landscaping, structures, signs, lighting and screening devices;

(3) the location of building pads for all residential

and nonresidential buildings; and

(4) the location and extent of all external buffers from surrounding areas.

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

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

Subdivide - The act or process of creating a subdivision.

Subdivider - Any person who: (1) having an interest in land, causes it, directly or indirectly, to be divided into a subdivision; or (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. Violation 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)

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)

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

CHAPTER 5. CONDITIONAL USE

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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) Reinstate. 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. Violations and penaltiesPenalty.

(1) The following are violations of this Chapter and are class B misdemeanors:

(a1) 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;

(b2) conducting a use in violation of the terms of a conditional use permit; and,

(c3) 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 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 and penalties.

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 and penalties.

(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 and penalties.

7-15a-6. Appeals.

7-15a-7. Reasonable Accommodation.

7-15a-8. 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 and penalties.

(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. 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 Accommodation.

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

(Ord. 2012-17, 09-05-2012)

7-15a-7. Appeals.

(1) The denial of a request for reasonable accommodation may be appealed to the Zoning Administrator by filing with the Community Development Department a written appeal within ten days of the date of denial. The Zoning Administrator shall issue a written decision with 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.**
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- 7-25-8.1 Lighting.**
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- 7-25-10. Sign contractor's license.**
- 7-25-11. Indemnification and insurance.**
- 7-25-12. Signs permitted in all zoning districts.**
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- 7-25-14. Signs permitted in commercial zoning districts.**
- 7-25-14.1. Repealed. (Ord, 2020-42)**
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- 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.**
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- 7-25-31. Penalties.**
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- 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 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.

(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. 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. ~~(1)~~

~~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)