

**TOQUERVILLE CITY COUNCIL**  
**Regular Business Meeting**  
**February 8, 2018 at 6:00 pm**  
**212 N. Toquerville Blvd, Toquerville Utah**



**A. CALL TO ORDER:**

1. Call to Order-Chamberlain; Pledge of Allegiance-Ellsworth; Invocation-Sip
2. Disclosures and Declarations of Conflict from Council Members
3. Requests for Statements of Belief

**B. CONSENT AGENDA:**

1. Review and possible approval of CC Work Meeting Minutes from January 4, 2018 and of CC Regular Meeting Minutes from January 11, 2018.
2. Review and possible approval of City Expenditures from January 2018.

**C. CITY DEPARTMENT REPORTS:**

1. Zoning Administrator, Mike Vercimak
2. Hurricane Valley Fire Department Representative
3. Public Works Director, Lance Gubler
4. Attorney Heath Snow

**D. PUBLIC FORUM:**

*Limit three (3) minutes per person; please address the microphone, state full name and address.*

**E. BUSINESS:**

1. Discussion and Possible Appointment of Mayor Pro Tem.
2. Discussion and Possible Appointment of Planning Commissioners.
3. Discussion and Possible Approval of a Conditional Use Permit Application for a Bed and Breakfast Establishment submitted by Curtis and Renae Biggs, located at 1245 S Toquerville Boulevard in Toquerville, UT 84774. Property Tax ID# T-115-C. Zoning is A-1. (PC recommended approval 3-0.)
4. Discussion and Possible Action on Resolution 2018.XX Fire Code Requirement Compliancy and Secondary Access of the Westfield Road Area.
5. Discussion and Possible Action Resolution 2018.XX Fee Schedule Change for Business License / Hydrant Meters / City Hall Chambers.
6. Discussion and Possible Action on Anderson Junction Road Usage.
7. Discussion and Ratification of Vote for Street Expenditures-Slurry Seal Bid.
8. Discussion and Possible Action on South End Toquerville Welcome Signs Placement.
9. Discussion and Possible Action of Toquerville Welcome Sign Illumination Expenditures.
10. Discussion and Possible Action for the Purchase of Rocky Mountain Power Poles.
11. Discussion and Possible Action to Waive Impact Fees-Utah Housing Corporation (CROWN) Program.
12. Discussion and Possible Action of Re-Zoning Ordinance Requirement.

**H. REPORTS:**

1. Keen Ellsworth-Economic Development/Fire
2. Ty Bringhurst-Water Department/Streets/MPO/TSWS/DTAC
3. Paul Heideman-Sewer District/Culture and Recreation/Confluence Park
4. Justin Sip-Solid Waste/Mosquito/Risk Management/City Hall Maintenance
5. Mike Ruesch-PC Liaison/Beautification Committee/Cemetery/Tree Board/Trails
6. Mayor Chamberlain-TSWS/EMC/DTEC

**I. POSSIBLE CLOSED SESSION:**

**J. ADJOURN:**



# Meeting Sign-In Sheet

**City Council Regular Business Meeting**  
**Meeting Date: February 8, 2018**

## Attendees

Print Name	Signature
Kelly Peters	
S. BRAD BLUTH	
Alysen Tarrant	
Steve Gilbert	
Greg Turner	
Jodi Turner	Jodi Turner
Rebecca Hansen	Rebecca Hansen
Mike Plaizier	
Curtis Renae Biggs	Renae Biggs
Keith Rignrup	Keith Rignrup
Chris Linder	Chris Linder
Jessica Russo	J Russo
Manoas Euterhardt	M Euterhardt
Kevin - HVFN	
Joyce Reynolds	
Terry Reynolds	

## Report Criteria:

Invoices with totals above \$0.00 included.  
Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>General Fund</b>							
<b>10-21166 Construction Cleanup Deposit</b>							
<b>Robert and Vanessa Haines</b>							
764	Building Deposit Refund	4509	4509-942 S Peachtree Dr	01/10/2018	1,000.00	1,000.00	01/11/2018
<b>Cheney Construction</b>							
764	Building Deposit Refund	4556-A	4556-73 East Kolob Circle	01/22/2018	1,000.00	1,000.00	01/22/2018
<b>10-36-200 Town Hall Rental</b>							
<b>Marilyn Lundell</b>							
901	Reservation Refund	01092018	City Hall Refund	01/09/2018	200.00	200.00	01/11/2018
<b>10-36-940 Blding Prnt Infrastructure Pmt</b>							
<b>Ryan Groskreutz</b>							
929	Deferral Agreement Reimburseme	125 W PECAN	125 W Pecan Lane-Ryan Groskre	01/04/2018	8,970.00	8,970.00	01/04/2018
<b>Ranee Brewer</b>							
929	Deferral Agreement Reimburseme	333 W SHANG	333 W Shengri-La	01/12/2018	575.43	575.43	01/15/2018
<b>Robert Lindsey</b>							
929	Deferral Agreement Reimburseme	540 EAST SPR	540 E Spring Drive	01/15/2018	6,394.29	6,334.28	01/15/2018
<b>Total :</b>					<b>18,079.72</b>	<b>18,079.72</b>	
<b>Administration</b>							
<b>10-45-210 Books &amp; Memberships</b>							
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17	utah corporations	12/20/2017	10.00	10.00	01/04/2018
<b>10-45-230 Travel &amp; Training</b>							
<b>Fuelman</b>							
79	Fuelman	NP51987835-2	Gas - Mayor	01/09/2018	161.66	161.66	01/11/2018
79	Fuelman	NP51987835-2	Gas-admin	01/09/2018	16.16	16.16	01/11/2018
<b>Fuelman</b>							
79	Fuelman	NP52242898	Gas-admin	12/01/2017	12.55	12.55	01/11/2018
79	Fuelman	NP52242898	Gas - Mayor	12/01/2017	100.41	100.41	01/11/2018
<b>UT Assoc.of Public Treasurers</b>							
389	UT Assoc.of Public Treasurers	3414	Conference Registration	01/11/2018	150.00	150.00	01/15/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 J	treasurer training	12/13/2017	199.00	199.00	01/11/2018
<b>10-45-240 Office Supplies</b>							
<b>Bucks Ace Hardware</b>							
97	Bucks Ace Hardware	291098	extra keys	12/08/2017	27.71	27.71	01/04/2018
<b>Bucks Ace Hardware</b>							
97	Bucks Ace Hardware	291172	key ring and key kwikset keys	12/11/2017	14.74	14.74	01/04/2018
<b>BuyWyz LLC</b>							
802	BuyWyz LLC	114091	Admin - Office Supplies - manilla f	01/06/2018	8.79	8.79	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17	Postage	11/28/2017	49.00	49.00	01/04/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17	Postage	12/06/2017	49.00	49.00	01/04/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17	Space heater for front office	12/12/2017	36.55	36.55	01/04/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17-J	Postage	11/30/2017	98.00	98.00	01/11/2018
<b>10-45-270 Internet &amp; Phone Service</b>							
<b>Executech</b>							
855	Executech	44306	Website Creation & Support	01/01/2018	49.00	49.00	01/26/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>TDS - BAJA Broadband</b>							
482	TDS - BAJA Broadband	01112018	Internet Service	01/11/2018	177.78	177.78	01/22/2018
<b>Verizon Wireless</b>							
554	Verizon Wireless	DEC/JAN 2017	GUBLER-CELL	01/01/2018	53.59	53.59	01/11/2018
554	Verizon Wireless	DEC/JAN 2017	ON CALL CELL	01/01/2018	53.59	53.59	01/11/2018
554	Verizon Wireless	DEC/JAN 2017	ADAMS-CELL	01/01/2018	53.59	53.59	01/11/2018
554	Verizon Wireless	DEC/JAN 2017	LEFEVRE-CELL	01/01/2018	53.59	53.59	01/11/2018
554	Verizon Wireless	DEC/JAN 2017	TABLET	01/01/2018	40.01	40.01	01/11/2018
<b>10-45-300 Professional Srv</b>							
<b>Caselle, Inc.</b>							
39	Caselle, Inc.	85330	Computer Support	01/01/2018	165.00	165.00	01/11/2018
<b>Spectrum Media</b>							
839	Spectrum Media	0002814833	Advertising	12/22/2017	44.70	44.70	01/22/2018
<b>Spectrum Media</b>							
839	Spectrum Media	0002833832	Amended Budget Resolution 2018	12/29/2017	40.46	40.46	01/11/2018
<b>10-45-305 Auditor</b>							
<b>Hinton Burdick CPAs and Advisors</b>							
349	Hinton Burdick CPAs and Advisor	178038	Audit / CPA Service	12/31/2017	600.00	600.00	01/11/2018
<b>10-45-310 Engineering</b>							
<b>Alpha Engineering</b>							
7	Alpha Engineering	28000	TRE Excavation Plan Review	01/10/2018	222.50	222.50	01/22/2018
7	Alpha Engineering	28000	AHP 3rd- final review and signing	01/10/2018	280.00	280.00	01/22/2018
<b>10-45-320 Legal</b>							
<b>Bingham &amp; Snow, LLC</b>							
417	Bingham & Snow, LLC	34075	Legal Representation	12/31/2017	6,820.63	6,820.63	01/15/2018
<b>10-45-510 Insurance</b>							
<b>ULGT</b>							
468	ULGT	1562852	Bond 71492344	01/16/2018	840.00	840.00	01/29/2018
<b>10-45-810 Administration</b>							
<b>Davis Farmers Market</b>							
683	Davis Farmers Market	031552244	council water	12/20/2017	5.18	5.18	01/11/2018
<b>De Lage Landen Financial Inc</b>							
858	De Lage Landen Financial Inc	57756538	COPIER LEASE	01/13/2018	53.66	53.66	01/22/2018
<b>Dixie Trophy</b>							
62	Dixie Trophy	01152018	3 CC Plaques	11/21/2017	98.00	98.00	01/16/2018
<b>Steamroller Copies</b>							
206	Steamroller Copies	57086	Copier contract	01/10/2018	73.89	73.89	01/16/2018
<b>Toquerville 1st Ward - Scout Troop 357</b>							
827	Toquerville 1st Ward - Scout Troop	2017/2018 FLA	2017/2018 Flag Scout Donation	01/15/2018	160.00	160.00	01/22/2018
<b>Toquerville 2nd Ward - Scout Troop 1775</b>							
828	Toquerville 2nd Ward - Scout Troop	2017/2018 FLA	2017/2018 Flags	01/15/2018	160.00	160.00	01/22/2018
<b>Toquerville 3rd Ward-Scout Troop 1653</b>							
832	Toquerville 3rd Ward-Scout Troop	2017/2018 FLA	2017/2018 Scout donation for Fla	01/15/2018	160.00	160.00	01/22/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	12142018	gift certificates for planning comm	12/28/2017	200.00	200.00	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 J	christmas cc/staff dinner	12/19/2017	560.28	560.28	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 J	Paat credit	12/19/2017	38.21-	38.21-	01/11/2018
<b>10-45-700 Dumpsters</b>							
<b>Republic Services</b>							
174	Republic Services	023300051321	Dumpsters-extra pickup	02/25/2017	134.03	134.03	01/04/2018
<b>Total Administration:</b>					<b>11,985.74</b>	<b>11,985.74</b>	
<b>Education and Promotion</b>							
<b>10-82-630 Economic Dev</b>							

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Hurricane Ready Mix</b>							
94	Hurricane Ready Mix	25322	grout mix and short load-North En	12/18/2017	380.00	380.00	01/11/2018
<b>Smith Steelworks</b>							
899	Smith Steelworks	1355	Welcome to Toquerville N Sign -fi	12/14/2017	7,993.00	7,993.00	01/08/2018
<b>Total Education and Promotion:</b>					<b>8,373.00</b>	<b>8,373.00</b>	
<b>Public Safety</b>							
<b>10-64-285 Streetlights</b>							
<b>Rocky Mountain Power</b>							
235	Rocky Mountain Power	DEC/JAN 17-0	686070360025 - streetlights	01/12/2018	715.91	715.91	01/22/2018
<b>10-64-373 Police</b>							
<b>WC Sheriff</b>							
428	WC Sheriff	164	Patrol Service 12/8/17-01/06/18	01/11/2018	712.50	712.50	01/22/2018
<b>10-64-630 Animal Control</b>							
<b>La Verkin City</b>							
122	La Verkin City	FEB 2018	Animal Control-Dog Pound Agrmt	01/23/2018	500.00	500.00	01/29/2018
<b>Total Public Safety:</b>					<b>1,928.41</b>	<b>1,928.41</b>	
<b>Building Inspections</b>							
<b>10-69-610 Contract Services</b>							
<b>Michael Verclimak</b>							
387	Michael Verclimak	DEC2017	Planning/Zoning	01/01/2018	735.00	735.00	01/04/2018
<b>Total Building Inspections:</b>					<b>735.00</b>	<b>735.00</b>	
<b>Streets Department</b>							
<b>10-60-200 Sidewalks Repair/Maintenance</b>							
<b>Bucks Ace Hardware</b>							
87	Bucks Ace Hardware	281052	duplan and duster	12/07/2017	17.98	17.98	01/04/2018
<b>10-86-448 Repair and Maintenance</b>							
<b>Utah Barricade Company</b>							
371	Utah Barricade Company	16946	yield signs-Anderson Junction + 1	01/24/2018	71.14	71.14	01/29/2018
<b>Wheeler Machinery</b>							
265	Wheeler Machinery	SS000158832	crackseal	12/08/2017	785.77	785.77	01/08/2018
<b>10-60-610 Streets Vehicles &amp; Fuel</b>							
<b>Commercial Tire</b>							
869	Commercial Tire	48646	2008 Chevy Silverado tire & balan	01/11/2018	71.49	71.49	01/29/2018
<b>Fuelman</b>							
79	Fuelman	NP51987835-2	Gas-streets gubler	01/09/2018	92.98	92.98	01/11/2018
79	Fuelman	NP51887835-2	Gas-streets	01/09/2018	268.74	268.74	01/11/2018
<b>Fuelman</b>							
79	Fuelman	NP52242898	Gas - Streets-gubler	12/01/2017	62.78	62.78	01/11/2018
79	Fuelman	NP52242898	Gas-streets	12/01/2017	222.79	222.79	01/11/2018
<b>Scholzen Products</b>							
188	Scholzen Products	626501200	orange dump tk bed replacement	01/12/2018	166.24	166.24	01/29/2018
<b>Scholzen Products</b>							
188	Scholzen Products	62657100	orange dump tk bed replacement	01/16/2018	87.58	87.58	01/29/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	FUEL	12/01/2017	25.00	25.00	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	fox auto-oil pressure gauge switch	12/08/2017	60.38	60.38	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	Jiffy lube-2017 F350 ford tk oil cha	12/28/2017	23.04	23.04	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	Jiffy lube-2008 chevy 2500 silvera	12/28/2017	10.40	10.40	01/11/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>10-60-620 Other streets</b>							
<b>Davis Farmers Market</b>							
	683 Davis Farmers Market	05694124	LaVerkin Crackseal Agreement	12/07/2017	20.00	20.00	01/11/2018
<b>Hurricane Ready Mix</b>							
	94 Hurricane Ready Mix	25339	Road Base	12/19/2017	116.80	116.80	01/11/2018
<b>Dirt Pro Ex</b>							
	897 Hydrant Meter Refund	01102018.HYD	Hydrant / Meter Refund	01/10/2018	1,152.60	1,152.60	01/11/2018
<b>Zions Credit Card</b>							
	276 Zions Credit Card	NOV/DEC 17-L	Amazon new boots	12/19/2017	344.97	344.97	01/11/2018
<b>10-60-810 Tools</b>							
<b>Zions Credit Card</b>							
	276 Zions Credit Card	NOV/DEC 17 L	chain saw replace-old one seized	11/30/2017	126.16	126.16	01/11/2018
<b>Zions Credit Card</b>							
	276 Zions Credit Card	NOV/DEC 17 L	tar cleaner rd crew	12/02/2017	46.64	46.64	01/11/2018
<b>Zions Credit Card</b>							
	276 Zions Credit Card	NOV/DEC 17 L	Amazon Sharpening Grinder for B	12/03/2017	50.54	50.54	01/11/2018
<b>Total Streets Department:</b>					<b>3,820.76</b>	<b>3,820.76</b>	
<b>Tree City</b>							
<b>10-61-856 Tree City Projects</b>							
<b>Zions Credit Card</b>							
	276 Zions Credit Card	NOV/DEC 17 L	star nursery-chinese pistache tree	12/20/2017	186.64	186.64	01/11/2018
<b>Total Tree City:</b>					<b>186.64</b>	<b>186.64</b>	
<b>Utility Collections</b>							
<b>10-62-360 Garbage collection</b>							
<b>WC Solid Waste</b>							
	255 WC Solid Waste	55065	garbage collection	12/31/2017	6,565.98	6,565.98	01/11/2018
<b>Total Utility Collections:</b>					<b>6,565.98</b>	<b>6,565.98</b>	
<b>Parks</b>							
<b>10-64-140 Park Maintenance Supplies</b>							
<b>Bucks Ace Hardware</b>							
	97 Bucks Ace Hardware	2291148	batteries	12/09/2017	22.97	22.97	01/04/2018
<b>L30 Auto Value Hurricane</b>							
	857 L30 Auto Value Hurricane	30149362	2 red tall lights	11/28/2017	15.22	15.22	01/11/2018
<b>Yucca Portables</b>							
	799 Yucca Portables	171084	Park - Portable Potties - aug/sept	01/03/2018	140.00	140.00	01/04/2018
<b>Yucca Portables</b>							
	799 Yucca Portables	171161	Park - Portable Potties-Oct/Nov	01/03/2018	140.00	140.00	01/04/2018
<b>Zions Credit Card</b>							
	276 Zions Credit Card	NOV/DEC 17 L	costco-space heaters	12/14/2017	42.53	42.53	01/11/2018
	276 Zions Credit Card	NOV/DEC 17 L	costco-space heaters	12/14/2017	42.53	42.53	01/11/2018
<b>Zions Credit Card</b>							
	276 Zions Credit Card	NOV/DEC 17 L	ts-propane fire table with tank	12/21/2017	101.99	101.99	01/11/2018
<b>Zions Credit Card</b>							
	276 Zions Credit Card	NOV/DEC 17	Petwaste eliminator bags	12/12/2017	96.99	96.99	01/04/2018
<b>10-64-150 Park Lighting</b>							
<b>Rocky Mountain Power</b>							
	236 Rocky Mountain Power	DEC/JAN 18 0	6860070380173-Park Lights	01/08/2018	11.68	11.68	01/15/2018
<b>Rocky Mountain Power</b>							
	236 Rocky Mountain Power	DEC/JAN 2018	686070380074-250 W Center	01/11/2018	165.73	165.73	01/22/2018
<b>Rocky Mountain Power</b>							
	236 Rocky Mountain Power	JAN/DEC 2018	686070380090-ball field lights	01/11/2018	6.67	6.67	01/22/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>10-84-810 Parks Vehicles &amp; Fuel</b>							
<b>Commercial Tire</b>							
889	Commercial Tire	49846	2006 Chevy Silverado tire and bal	01/11/2018	71.48	71.48	01/29/2018
<b>Fuelman</b>							
79	Fuelman	NP51987835-2	Gas - Parks-gubler	01/09/2018	82.98	82.98	01/11/2018
79	Fuelman	NP51987835-2	Gas - Parks	01/09/2018	266.74	266.74	01/11/2018
<b>Fuelman</b>							
79	Fuelman	NP52242898	Gas - Parks-gubler	12/01/2017	62.75	62.75	01/11/2018
79	Fuelman	NP52242898	Gas - Parks	12/01/2017	222.79	222.79	01/11/2018
<b>Scholzen Products</b>							
188	Scholzen Products	628501200	orange dump tk bed replacement	01/12/2018	166.25	166.25	01/29/2018
<b>Scholzen Products</b>							
188	Scholzen Products	62857100	orange dump tk bed replacement	01/18/2018	87.58	87.58	01/29/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	FUEL	12/01/2017	25.00	25.00	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	fox auto-oil pressure gauge switch	12/08/2017	60.38	60.38	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	jiffy lube-2017 F350 ford tk oil cha	12/28/2017	23.03	23.03	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	jiffy lube-2006 chevy 2500 silvera	12/28/2017	10.39	10.39	01/11/2018
<b>10-84-896 Tools</b>							
<b>Bucks Ace Hardware</b>							
97	Bucks Ace Hardware	290980	hardware	12/05/2017	40.00	40.00	01/04/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	chain saw replace-old one sized	11/30/2017	126.16	126.16	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	Amazon Sharpening Grinder for B	12/03/2017	50.54	50.54	01/11/2018
<b>Total Parks:</b>					<u>2,082.36</u>	<u>2,082.36</u>	
<b>Cemetery</b>							
<b>10-85-125 Cemetery Supplies &amp; Maintenance</b>							
<b>Bucks Ace Hardware</b>							
97	Bucks Ace Hardware	290798	boech spark plug	11/29/2017	9.98	9.98	01/04/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	ts-turf builder	12/21/2017	191.84	191.84	01/11/2018
<b>10-85-140 Cemetery Power Bills</b>							
<b>Rocky Mountain Power</b>							
235	Rocky Mountain Power	JAN/DEC 2018	688070380116 - 1423 S Cemeter	01/11/2018	26.60	26.60	01/22/2018
<b>10-85-160 Tools</b>							
<b>Scholzen Products</b>							
188	Scholzen Products	628604000	cemetery pavillon	01/17/2018	16.93	16.93	01/29/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	chain saw replace-old one sized	11/30/2017	126.16	126.16	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	Amazon Sharpening Grinder for B	12/03/2017	50.55	50.55	01/11/2018
<b>10-84-810 Cemetery Vehicles &amp; Fuel</b>							
<b>Commercial Tire</b>							
889	Commercial Tire	49846	2006 Chevy Silverado tire & balan	01/11/2018	71.48	71.48	01/29/2018
<b>Scholzen Products</b>							
188	Scholzen Products	628501200	orange dump tk bed replacement	01/12/2018	166.25	166.25	01/29/2018
<b>Scholzen Products</b>							
188	Scholzen Products	62857100	orange dump tk bed replacement	01/18/2018	87.58	87.58	01/29/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	fox auto-oil pressure gauge switch	12/08/2017	60.38	60.38	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	jiffy lube-2017 F350 ford tk oil cha	12/28/2017	23.03	23.03	01/11/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Zions Credit Card</b>							
278	Zions Credit Card	NOV/DEC 17 L	jilly lube-2008 chevy 2500 silvers	12/26/2017	10.99	10.99	01/11/2018
<b>10-66-710 Cemetery Capital Outlay</b>							
<b>Scholzen Products</b>							
188	Scholzen Products	626386200	cemetery pavillion	01/10/2018	58.66	58.66	01/29/2018
<b>Total Cemetery:</b>					<b>900.05</b>	<b>900.05</b>	
<b>Town Hall</b>							
<b>10-66-135 Town Hall Maintenance supplies</b>							
<b>Bucks Ace Hardware</b>							
97	Bucks Ace Hardware	291244	rod thread/fasteners/caulkgun	12/13/2017	19.98	19.98	01/04/2018
<b>D Blake Electric &amp; Refrigerati</b>							
677	D Blake Electric & Refrigerati	14000	Town Hall heater repair	01/03/2018	1,035.52	1,035.52	01/11/2018
<b>Dust to Dawn</b>							
836	Dust to Dawn	20	Office Cleaning	01/23/2018	165.00	165.00	01/29/2018
<b>Scholzen Products</b>							
188	Scholzen Products	626227100	Industrial dbl wheel 8"	01/02/2018	40.00	40.00	01/29/2018
188	Scholzen Products	626227100	5" hd rear wheel malleable	01/02/2018	15.63	15.63	01/29/2018
<b>10-66-140 Town Hall Electric &amp; Gas Bills</b>							
<b>Dominion Energy</b>							
905	Dominion Energy	121820170118	Gas Service	02/09/2018	41.52	41.52	01/29/2018
<b>Rocky Mountain Power</b>							
235	Rocky Mountain Power	DEC/JAN 18-0	686070360017 - 212 N Toquer Bl	01/08/2018	219.00	219.00	01/16/2018
<b>Total Town Hall:</b>					<b>1,536.63</b>	<b>1,536.63</b>	
<b>Misc. Donations Culture &amp; Rec</b>							
<b>10-67-480 Christmas Lighting</b>							
<b>Bucks Ace Hardware</b>							
97	Bucks Ace Hardware	291505	trad lightset	12/21/2017	9.99	9.99	01/04/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	ts-straw bales and super glue xma	12/16/2017	14.98	14.98	01/11/2018
<b>Zions Credit Card</b>							
278	Zions Credit Card	NOV/DEC 17 L	walmart-xmas lights reindeer	12/21/2017	71.65	71.65	01/11/2018
<b>Zions Credit Card</b>							
278	Zions Credit Card	NOV/DEC 17 L	xmas lights	12/21/2017	37.06	37.06	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17	xmas lighting competition gift certi	12/12/2017	35.00	35.00	01/04/2018
<b>Total Misc. Donations Culture &amp; Rec:</b>					<b>168.68</b>	<b>168.68</b>	
<b>Total General Fund:</b>					<b>56,372.99</b>	<b>56,372.99</b>	
<b>Capital Projects Fund</b>							
<b>Capital Projects</b>							
<b>40-40-700 Capital Projects - PARKS</b>							
<b>B.W.C. Electric, LLC.</b>							
936	B.W.C. Electric, LLC.	962	Electical Progression Draw	01/04/2018	1,800.00	1,800.00	01/04/2018
<b>Total Capital Projects:</b>					<b>1,800.00</b>	<b>1,800.00</b>	
<b>Total Capital Projects Fund:</b>					<b>1,800.00</b>	<b>1,800.00</b>	
<b>Enterprise Fund</b>							
<b>51-34-100 Services:Daily Receipts</b>							



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Lonnie Christensen							
873	Utility Refund	01032018	Overpayment 345 W Old Church	01/03/2018	54.80	54.80	01/04/2018
<b>Total :</b>					<b>54.80</b>	<b>54.80</b>	
<b>Water Department</b>							
<b>51-40-200 Material &amp; Supplies - WATER</b>							
<b>Bucks Ace Hardware</b>							
97	Bucks Ace Hardware	290912	chlorinator filter	12/04/2017	35.86	35.86	01/04/2018
<b>Scholzen Products</b>							
188	Scholzen Products	628126200	5/8 x 3/4 3g Meters	12/27/2017	1,137.86	1,137.86	01/29/2018
<b>Scholzen Products</b>							
188	Scholzen Products	62614400	5 1/4 collision repair kit-cholia wet	01/02/2018	206.46	206.46	01/29/2018
<b>Scholzen Products</b>							
188	Scholzen Products	626281600	5 1/4 12" extension-hydrant repair	01/03/2018	978.00	978.00	01/29/2018
188	Scholzen Products	626261600	5 1/4" 18" extension-hydrant repal	01/03/2018	521.99	521.99	01/29/2018
188	Scholzen Products	626261600	valve box lid-hydrant repair	01/03/2018	18.00	18.00	01/29/2018
188	Scholzen Products	626261600	24 slip valve box	01/03/2018	38.99	38.99	01/29/2018
<b>Scholzen Products</b>							
188	Scholzen Products	626426500	8" bolt nut gasket set-h20 pump h	01/10/2018	67.16	67.16	01/29/2018
<b>Scholzen Products</b>							
188	Scholzen Products	626519900	5/8" x 3/4 3G Meter	01/15/2018	1,137.86	1,137.86	01/29/2018
<b>Scholzen Products</b>							
188	Scholzen Products	626528100	8" flange ring and tyte gaskets	01/15/2018	100.80	100.80	01/29/2018
<b>Scholzen Products</b>							
188	Scholzen Products	626552600	8" flange ring and tyte gaskets	01/16/2018	50.40-	50.40-	01/29/2018
188	Scholzen Products	626552600	8" bolt nut gasket set-h20 pump h	01/16/2018	33.58-	33.58-	01/29/2018
<b>Scholzen Products</b>							
188	Scholzen Products	626812800	5/8" x 3/4 3G Meter	01/25/2018	1,137.86	1,137.86	01/29/2018
<b>WCWCD</b>							
259	WCWCD	171203	level transducer @ Anderson Jun	12/12/2017	293.00	293.00	01/15/2018
259	WCWCD	171203	shipping and handling	12/12/2017	18.98	18.98	01/15/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	costco-space heaters	12/14/2017	42.54	42.54	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	HD-Tank supplies	12/22/2017	42.55	42.55	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17	custom sheet metal part for water	12/21/2017	28.00	28.00	01/04/2018
<b>51-40-390 Contractual Services - WATER</b>							
<b>Blue Stakes of Utah 811</b>							
28	Blue Stakes of Utah 811	UT201800523	ANNUAL MEMBERSHIP FEE	12/31/2017	50.00	50.00	01/11/2018
28	Blue Stakes of Utah 811	UT201800523	Blue Stakes - 10-01-2017	12/31/2017	40.92	40.92	01/11/2018
28	Blue Stakes of Utah 811	UT201800523	Blue Stakes - 11-01-2017	12/31/2017	34.41	34.41	01/11/2018
28	Blue Stakes of Utah 811	UT201800523	Blue Stakes - 12-01-17	12/31/2017	26.04	26.04	01/11/2018
<b>Hinton Burdick CPAs and Advisors</b>							
349	Hinton Burdick CPAs and Advisor	176038	Audit / CPA Service	12/31/2017	600.00	600.00	01/11/2018
<b>Rocky Mountain Power</b>							
235	Rocky Mountain Power	DEC/JAN 2018	688070360108-1940 Hwy 91	01/16/2018	324.54	324.54	01/29/2018
<b>WCWCD</b>							
259	WCWCD	11185	Water Fees-Anderson Junct	12/31/2017	275.18	275.18	01/11/2018
<b>WCWCD</b>							
259	WCWCD	11182	Water Fees-town hall	12/01/2017	120.00	120.00	01/11/2018
259	WCWCD	11182	Water Fees-Cemetary	12/01/2017	275.00	275.00	01/11/2018
259	WCWCD	11182	Water Fees-park	12/01/2017	150.00	150.00	01/11/2018
<b>WCWCD</b>							
259	WCWCD	11204	Dec 2017 Water Fees	12/31/2017	1,022.00	1,022.00	01/22/2018
<b>51-40-800 Water Vehicles &amp; Fuel</b>							

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Commercial Tire</b>							
869	Commercial Tire Fuelman	49848	2008 Chevy Silverado tire & balan	01/11/2018	71.49	71.49	01/28/2018
79	Fuelman	NP51987835-2	Gas - WATER DEPT-gubler	01/09/2018	185.91	185.91	01/11/2018
79	Fuelman	NP51987835-2	Gas - WATER DEPT	01/09/2018	533.48	533.48	01/11/2018
<b>Fuelman</b>							
79	Fuelman	NP52242898	Gas - WATER DEPT-gubler	12/01/2017	125.51	125.51	01/11/2018
79	Fuelman	NP52242898	Gas - WATER DEPT	12/01/2017	445.58	445.58	01/11/2018
<b>Scholzen Products</b>							
188	Scholzen Products	626501200	orange dump tk bed replacement	01/12/2018	166.25	166.25	01/29/2018
<b>Scholzen Products</b>							
188	Scholzen Products	62657100	orange dump tk bed replacement	01/16/2018	67.58	67.58	01/29/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	FUJEL	12/01/2017	50.00	50.00	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	fox auto-oil pressure gauge switch	12/08/2017	60.38	60.38	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	jiffy lube-2017 F350 ford tk oil cha	12/26/2017	23.03	23.03	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	jiffy lube-2008 chevy 2500 silvera	12/26/2017	10.39	10.39	01/11/2018
<b>51-40-610 Other Expense - WATER</b>							
<b>De Lage Landen Financial Inc</b>							
658	De Lage Landen Financial Inc	57755538	GOPIER LEASE	01/13/2018	53.56	53.56	01/22/2018
<b>Rocky Mountain Power</b>							
235	Rocky Mountain Power	DEC/JAN 18-0	686070380082-242 N Hillside Driv	01/08/2018	215.56	215.56	01/15/2018
<b>Rocky Mountain Power</b>							
235	Rocky Mountain Power	JAN/DEC 2018	686070380033 - 800 N Spring Dr	01/11/2018	623.52	623.52	01/22/2018
<b>Southwest Utah Public Health Department</b>							
897	Southwest Utah Public Health De	285209	water lab analysis	01/02/2018	15.00	15.00	01/11/2018
<b>Steamroller Copies</b>							
208	Steamroller Copies	315766	Anderson Junct h20 system-boun	01/15/2018	48.58	48.58	01/22/2018
<b>Steamroller Copies</b>							
208	Steamroller Copies	S7036	Copter contract	01/10/2018	73.88	73.88	01/15/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	water tank room	12/11/2017	336.53	336.53	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	water tank room	12/11/2017	174.00	174.00	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	water training	12/11/2017	395.00	395.00	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	water training	12/11/2017	390.00	390.00	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	water training	12/11/2017	390.00	390.00	01/11/2018
<b>51-40-710 Tools/Equipment - Water</b>							
<b>L30 Auto Value Hurricane</b>							
837	L30 Auto Value Hurricane	30160185	oil & filters	12/19/2017	45.45	45.45	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	chain saw replace-old one siezed	11/30/2017	126.17	126.17	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	Amazon Sharpening Grinder for B	12/03/2017	50.55	50.55	01/11/2018
<b>Zions Credit Card</b>							
276	Zions Credit Card	NOV/DEC 17 L	HD-TOOLS	12/21/2017	131.66	131.66	01/11/2018
<b>Total Water Department:</b>					<b>13,118.57</b>	<b>13,118.57</b>	
<b>Total Enterprise Fund:</b>					<b>13,171.17</b>	<b>13,171.17</b>	

Date	Payee	Employee Number	Reference Number	Check Number	M	Gross	Expense	FICA	FVWT	SWT	Deduct	Net	D	Info	F/T
01/16/2018	Jeffery, June	32		2		1,700.50	.00	130.09-	148.90-	76.90-	50.00-	1,294.61-			.00
02/01/2018	Jeffery, June	32		4		1,891.75	.00	121.01-	128.08-	71.42-	50.00-	1,210.23-			.00
	Total Treasurer:	64		2		3,282.25	.00	251.10-	275.98-	150.32-	100.00-	2,504.84-			.00

Treasurer Hours/Units/Types Summary

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
1-00	Regular Pay	184.00	.00	Direct Deposit Net	.00	D	Informational	.00
2-01	Overtime - Regular Employ	.50	.00	Net	2,504.84-		Info Type Reported	.00
7-00	Holiday Pay	8.00	.00				Fringe Benefit	.00
	Grand Totals:	172.50	.00		2,504.84-			.00

Grand Totals:

800	17	17	22,147.44	.00	1,094.24-	1,594.81-	851.50-	100.32-	17,908.54-	.00
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Grand Totals Hours/Units/Types Summary

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
1-00	Regular Pay	898.50	.00	Direct Deposit Net	.00	D	Informational	.00
2-01	Overtime - Regular Employ	4.50	.00	Net	17,908.54-		Info Type Reported	.00
3-01	Personal Time	41.00	.00				Fringe Benefit	.00
7-00	Holiday Pay	40.00	.00					.00
	Grand Totals:	924.00	.00		17,908.54-			.00

M=Manual Check D=Direct Deposit Net =Includes EIC T=Type Reported F=Fringe Benefits

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Grand Totals:

71,344.16      71,344.16

+ 22,147.41

\$ 93,491.57

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

**Report Criteria:**

Invoices with totals above \$0.00 included.  
Only paid invoices included.

**TOQUERVILLE CITY COUNCIL**  
**Regular Business Meeting Minutes**  
**January 11, 2018 at 6:00 pm**  
**212 N. Toquerville Blvd, Toquerville Utah**



Present: Mayor Lynn Chamberlain; Councilmembers: Justin Sip, Keen Ellsworth, Ty Bringhurst, Mike Ruesch, Paul Heideman; Staff: Public Works Director Lance Gubler, Treasurer June Jeffery, Recorder Dana McKim; Attorney Heath Snow, Zoning Official Mike Vercimak, Hurricane Valley Fire District Representative Merlin Spendlove, Washington County Water Conservancy Representative Dave Jessop; Public: Beau Stratton, Greg Turner, Jodi Turner, Than Naegle, Manning Butterworth, H. Bruce Wallace, Daniel Porter, Katrina Burns, Joey Campbell, Rebecca Hansen, Darrin LeFevre, Gary Chaves.

**A. CALL TO ORDER:**

1. Meeting called to order at by Mayor Chamberlain. The Pledge of Allegiance was led by Ty Bringhurst and invocation by Keen Ellsworth. There were no disclosures or declarations of conflict from the council. There were no requests, nor statements of belief.

**B. CONSENT AGENDA:**

1. Review and possible approval of CC Work Meeting Minutes from December 7, 2017 and of CC Regular Meeting Minutes from December 14, 2017.
2. Review and possible approval of City Expenditures from December 2017.

*Councilmember Keen Ellsworth made a motion to approve the consent agenda. Motion seconded by Councilmember Paul Heideman. Motion unanimously carried 5-0. Roll call: Heideman-aye, Ruesch-aye, Bringhurst-aye, Ellsworth-aye, Sip-aye.*

**C. PRESENTATION:**

1. Aflac Representative Stan Poole to discuss supplemental insurance benefits for City Council Members and Employees.  
No presentation given.

**D. CITY DEPARTMENT REPORTS:**

1. Zoning Administrator, Mike Vercimak:  
Interstate Rock provided Alpha Engineering with the information needed to complete their extraction permit. The council would like Vercimak to ask the developer to obtain a bond for the restoration needs. The Ash Creek Overlook subdivision is moving towards pre construction plans and obtaining the signatures.
2. Hurricane Valley Fire Department Representative Merlin Spendlove:  
The Fire Department has reviewed the request for extending the building permits on lots 63 and 64 in the Almond Heights Park Subdivision. They do not have issues with granting a building permit on lot 61. Attorney Snow asked if the fire department had a chance to look at the fire resolution. Spendlove stated the chief and the attorney are reviewing the plan.  
The Fire Department would like to provide staff with some CPR/1st Aid training.
3. Public Works Director, Lance Gubler:  
The public works crew have been working out in the Anderson Junction area to try and find a possible leak. One valves has been shut off to locate the leak.

The tin roof has been installed on the TRE (Trail Ridge Estate) restroom. The maintenance door and installation of plumbing will start soon.

The curb, gutter, and sidewalk in the Lake Lane Subdivision will be installed soon. The area will be near the Sip and LeFevre property.

Heideman asked about the retaining wall project near the concession stand at the city park. He was wondering once the rocks are removed if the block wall could become an eagle project.

Bringhurst offered other projects in conjunction with the wall could be done for scout projects.

Gubler was contacted by the cedar All-American Baseball Players association requesting their club could perform a service project in lieu of rental fees or use of the field lights. Ellsworth suggested the association submit a proposal and the city council could consider the terms.

4. **Attorney Heath Snow:**

The Viega funds have been received for the replacement of the defective pipe and water connections.

The WCWCD (Washington County Water Conservancy District) are possibility considering at amending the regional water supply agreement, otherwise known as the pooling agreement. The district is looking at getting away from the deferment of impact fees and would like the fees paid at the time of the final plat, rather than during the building permit application.

5. **Washington County Water Conservancy District Representative Dave Jessop:**

The district's Meter installation of TSWs System is in full force. They have installed 90 meters for 1" pipes, and 105 meters for 2" lines. They have approximately 400 more meters to install and are nearly half way through their time line. Jessop wanted the council to know the-state auditor made a recommendation to legislators to consider secondary connections need to be metered, and gave a possible timeframe of that requirement could be imposed within the next two years. Jessop spoke about the meters and the benefit for agriculture users. The system give the opportunity for users to look at their meter reads via online, and the possibility of leak detention software alerts. Chamberlain asked if the original agreement was modified to allow the district to install meters. He believed meters were only to be installed if there were violations of watering usage. Jessop explained the meters were installed by obtaining a bureau of reclamation grant and the conservancy district for secondary water. Hurricane and LaVerkin do not meter their secondary water system, but may be required to do so in the future and would have to pay for those meters. He spoke about Weber county watering practices and the knowledge base gained from their experiences.

Essentially the Federal government wants to know where the water is going. How water is used is essential in water conservation. Gubler gave his personal opinion of how the water district has helped Toquerville. Heideman stated his water pressure has decreased since the different zones have been established. Bringhurst suggested Heideman should attend the water meetings.

**E. PUBLIC HEARING:**

1. **Public Discussion of AMENDED BUDGET, Resolution #RES.2018.05 Fiscal Year July, 2017 thru June, 2018.**

Jeffery presented the council with the budget amendment. The budget was over by \$4,772.00 for the economic development budget. She suggested an addition of \$10,000 to the budget to install solar lighting to the welcome signs.

**F. BUSINESS:**

1. Discussion and Possible Action on an Extraction Permit submitted by Nicole Ream and Interstate Rock Products Inc. Tax ID# T-107-B-1. *(PC Recommended Approval 5-0).*

Beau Stratton has acquired a bond for the reclamation for \$10,000.00. Councilmember Ruesch asked about hours of operation. Vercimak thought the hours would be from 7:00 am to 6:00 p.m.

***Councilmember Keen Ellsworth made a motion to improve the extraction permit with verification the bond is obtained for a reclamation plan. Motion was seconded by Councilmember Mike Ruesch. Motion unanimously carried 5-0. Ellsworth-aye, Bringhurst-aye, Sip-aye, Heideman-aye, Ruesch-aye.***

2. Discussion and Possible Action of Building Permit Extensions for Lot 63 and Lot 64 in the Unfinished Phase of the Almond Heights Park Subdivision-Bob Porter and Steve Labrie:

A property warranty bond will need to be signed to be recorded with the property. A check in the amount of \$13,570.00 will be given to the city to fix the drainage issues with the park parcel.

***Councilmember Ty Bringhurst made a motion to approve the building permits for Lot 63 and 64 for an additional 50 days. Motion was seconded by Councilmember Keen Ellsworth. Motion unanimously carried 5-0. Ruesch-aye, Bringhurst-aye, Heideman-aye, Sip-aye, Ellsworth-aye.***

3. Discussion and Possible Action of Vote Ratification to Approve Building Permit Application for Lot 61 in the Unfinished Phase of the Almond Heights Park Subdivision-Bob Porter and Steve Labrie:

Bringhurst suggested 61 should be approved since the drainage concerns with the park parcel have been addressed.

***Councilmember Mike Ruesch made a motion to approve the building permit on Lot 61 in the Almond Heights Park subdivision with a 50 day time frame, prior to the subdivision completion. Motion seconded by Councilmember Ty Bringhurst. Motion unanimously carried 5-0. Ruesch-aye, Bringhurst-aye, Heideman-aye, Sip-aye, Ellsworth-aye.***

4. Discussion and Possible Action of Storm Drain Developer Agreement of the Park Property in Almond Heights Park Subdivision. – Bringhurst

Bringhurst made a verbal agreement with the developer, Steve Labrie to fix the drainage concerns of the park parcel in the Almond Heights Park Subdivision. The original drainage plans would have cost the developer approximately \$31,000.00. The city approved the plans and then they changed the plans. Labrie will submit a check to the city for the drainage, which will include labor costs. There was discussion of whether or not to contract the work out or have the city crew do the work.

5. Discussion and Possible Action on Appointment and Recommendation of Planning Commissioners. – Chamberlain

Chamberlain would like to appoint Manning Butterworth to finish out Dave Hawkins term. He would like to appoint Rebecca Hansen to take Jerome Gourley's term and Gary Chaves would finish out Ruesch's position. He did not have a name to appoint an alternate.

Councilmember would like members on the council to live in different areas of the city and not to appoint members in who reside in the same concentrated area.

Councilmember Paul Heideman made a motion to approve Mayor Chamberlain's recommendation for Planning Commission member. Motion died due to the lack of a second.

There was no further discussion.

6. Discussion and Possible Action on Illumination Expenditures of North and South End Welcome Signs. – Ellsworth

No bids have been obtained for the project.

***Councilmember Keen Ellsworth made a motion to table the item until next month. Motion was seconded by Councilmember Paul Heideman. Motion unanimously carried 5-0. Ruesch-aye, Bringhurst-aye, Heideman-aye, Sip-aye, Ellsworth-aye.***

7. Discussion and Possible Action of Design and Placement of South End Welcome Sign. – Ellsworth  
Easement agreement by Heath.

Ellsworth has worked with the property owner to obtain rights to erect a welcome sign on the south end of town. The council discussed whether or not there would need to be a design for the back of the sign. Heideman suggested the sign should say, "Thank you for visiting Toquerville", and would like the back side to have city's establishment date. There was brief discussion about Toquerville's established date.

***Councilmember Keen Ellsworth made a motion to table the item until next month. Motion was seconded by Councilmember Mike Ruesch. Motion unanimously carried 5-0. Ruesch-aye, Bringhurst-aye, Heideman-aye, Sip-aye, Ellsworth-aye.***

8. Discussion and Possible Action of Resolution 2018.01-Washington County Solid Waste District Representative Appointment:

The resolution would designate Councilmember Justin Sip at the Toquerville representative to the Solid Waste District.

***Councilmember Bringhurst made a motion to approve Resolution 2081.01. Motion was seconded by Councilmember Paul Heideman. Motion unanimously carried 5-0. Ruesch-aye, Bringhurst-aye, Heideman-aye, Sip-aye, Ellsworth-aye.***

9. Discussion and Possible Action of Resolution 2018.02-Hurricane Valley Fire Department Representative Appointment.



Resolution 2018.02 would designate Councilmember Keen Ellsworth as Toquerville's representative to the Hurricane Valley Fire Department board.

***Councilmember Mike Ruesch made a motion to approve Resolution 2018.02 to establish Keen Ellsworth as the Hurricane Valley Fire Department Representative. Motion seconded by Councilmember Ty Bringhurst. Motion unanimously carried 5-0. Ruesch-aye, Bringhurst-aye, Heideman-aye, Sip-aye, Ellsworth-aye.***

10. Discussion and Possible Action of Resolution 2018.03-Southwest Mosquito Abatement & Control Representative Appointment.

Resolution 2018.03 would designate Justin Sip as the Toquerville City Representative to the Southwest Mosquito Abatement and Control Board.

***Councilmember Keen Ellsworth made a motion to approve Resolution 2018.03. Councilmember Mike Ruesch seconded the motion. Motion unanimously carried 5-0. Ruesch-aye, Bringhurst-aye, Heideman-aye, Sip-aye, Ellsworth-aye.***

11. Discussion and Possible Action of Resolution 2018.04-Ash Creek Sewer Special District Representative Appointment.

***Councilmember Mike Ruesch made a motion to approve Resolution 2018.04, assigning Mayor Chamberlain and Councilmember Paul Heideman to serve on the Ash Creek Special Service District. Motion seconded by Councilmember Ty Bringhurst. Motion unanimously carried 5-0. Ruesch-aye, Bringhurst-aye, Heideman-aye, Sip-aye, Ellsworth-aye.***

Discussion and Possible Action of Resolution 2018.05-Budget Amendment for the Fiscal Year July, 2017 thru June 2018. – Jeffery

***Councilmember Keen Ellsworth made a motion to approve Resolution 2018.05. Motion seconded by Councilmember Justin Sip. Motion unanimously carried 5-0. Roll Call: Heideman-aye, Ruesch-aye, Bringhurst-aye, Ellsworth-aye, Sip-aye.***

12. Discussion and Possible Action of Ordinance 2018.01- Conduct of Meeting and Order of Business. – Chamberlain

Mayor Chamberlain would like more input in the work meeting rather than at the business meeting. He suggested after each agenda item presented, the public could go to the podium and give their input.

***Councilmember Keen Ellsworth made a motion to approve this practice and Ordinance 2018.01. Motion was seconded by Councilmember Paul Heideman. Motion unanimously carried 5-0. Ruesch-aye, Bringhurst-aye, Heideman-aye, Sip-aye, Ellsworth-aye.***

13. Discussion and Possible Action of Ordinance 2018.02- Mayor's Compensation. – Chamberlain

Chamberlain stated this item was discussed in work meeting. The mayor's compensation in the last mayor's term was \$500.00 and \$1000.00 for a city manager position. Chamberlain is not

interested in being a city manager. He suggested the mayor's compensation be to the amount of \$1000.00. In 2011 the city manager position was sunset in 2014 and the City no longer has a manager position.

***Councilmember Mike Ruesch made a motion approve Ordinance 2018.02. Motion was seconded by Councilmember Justin Sip. Motion unanimously carried 5-0. Ruesch-aye, Bringhurst-aye, Heideman-aye, Sip-aye, Ellsworth-aye.***

**14. Discussion and Possible Action of Building Permit Application and Amendment of Building Specifications and Standards. - Bringhurst & Jeffery**

Staff and Council discussed changes to the building permit application. They wanted to see a grading plan to be added to the permit. The building grades will need to be one foot above the crown of road. The grade will be determined from the center of the building pad and not the lot. A surveyor would need to shoot the elevations to ensure the drainage concerns are addressed. Drainage from homes are required to drain to the street and cannot be drained onto other property parcels. Jeffery will modify the application per the council's requests. The changes will be in compliance with the International Residential Building Code.

***Councilmember Mike Ruesch made a motion to approve with recommended changes. Motion was seconded by Councilmember Keen Ellsworth. Motion unanimously carried 5-0. Ruesch-aye, Bringhurst-aye, Heideman-aye, Sip-aye, Ellsworth-aye.***

**G. REPORTS:**

**1. Keen Ellsworth-Economic Development/Fire:**

No report given.

**2. Ty Bringhurst-Water Department/Streets/TSWS/Dixie MPO:**

No report given.

**3. Paul Heideman-Sewer District/Culture and Recreation/Confluence Park:**

No report given

**4. Justin Sip-Solid Waste/Mosquito/Risk Management/City Hall Maintenance**

Sip asked about the Almond Heights Park Subdivision mailbox and bulletin board kiosk placement. Attorney Snow suggested to speak with the postal employees and ask if they would be agreeable with the decision to move the boxes. The cluster postal boxes are placed in the city's rights of ways unless they interfere with traffic. Jeffery believed the postal boxes placement is determined when a subdivision is created. Gubler suggested the cluster postal boxes could be moved to Lake Lane and recommended Sip should contact the property owner who would be adjacent to the new placement and get an easement agreement with them. Sip will purchase the concrete to move the boxes.

**5. Mike Ruesch-PC Liaison/Beautification Committee/Cemetery/Tree Board/Trails**

Ruesch is working on obtaining concrete bids for the basketball and pickleball courts. No decision has been made of whether or not to include a chain link fence around the pickleball

court. The construction of the retaining wall will be in next year's budget. Retaining wall maybe for next year's budget. There was brief discussion concerning cemetery improvements and how Gubler would like to straighten up the burial isles and headstone placement. Ruesch will provide information in the future regarding the logistics and costs of such a project.

6. Mayor Chamberlain-TSWS/EMC

No report given.

**H. POSSIBLE CLOSED SESSION:**

None

**I. ADJOURN:**

***Councilmember Ty Bringhurst made a motion to adjourn the meeting. Motion was seconded by Councilmember Mike Ruesch. Motion unanimously carried 5-0. Ruesch-aye, Bringhurst-aye, Heideman-aye, Sip-aye, Ellsworth-aye.***

Meeting adjourned at 7:34 p.m.

\_\_\_\_\_  
Mayor - Lynn Chamberlain

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: City Recorder - Dana M. McKim



**TOQUERVILLE CITY COUNCIL**  
**City Council Regular Work Meeting 6:00 p.m.**  
**January 4, 2018**  
**Held at 212 N. Toquerville Blvd, Toquerville Utah**

Present: Mayor Lynn Chamberlain; Councilmembers: Paul Heideman, Mike Ruesch, Ty Bringhurst, Keen Ellsworth, Justin Sip; Others: Public Works Director Lance Gubler, Building Official John Postert, Hurricane Valley Fire Department Representative Merlin Spendlove, Ash Creek Special Services District Mike Chandler, Treasurer June Jeffery, Recorder Dana McKim; Public: Chuck Williams, Jeff Richards, Kay Chamberlain, Nic Chamberlain, Jodi Turner, Greg Turner, Manning Butterworth, Rebecca Hansen, Gary Chaves.

Meeting called to order at 6:00 p.m. by Mayor Lynn Chamberlain.

**A. STAFF REPORTS AND UPDATES:**

**1. Ash Creek Sewer District Representative-Mike Chandler**

The district recently adopted the amended 2017 budget and the 2018 budget. The upcoming budget has planned expenditures for the planning of the Confluence Treatment Plant. He guesstimated an engineering firm will be selected by mid-March. Construction is slated to being late 2019 or early 2020.

The district will be adding two industrial vac trucks to their fleet. Their old vac trucks will be sold to the City of Hurricane and the City of LaVerkin. Chandler spoke briefly about the increased development near the Lighthouse Foods off of old Hwy 91, in the areas south of Hurricane, the bench lake area, and continual growth in all the other cities.

Chamberlain asked Chandler if he could explain the farming plan in Confluence Park. The district and the county are working together to take the reuse water from the treatment plant to irrigate the trail areas and small farming operation in the park. The district met with the confluence board and they walked the park to identify small heritage sites, special species sites, and they intend to work with an architectural plan.

They will discuss the different themes they would like to provide in the park as well the addition of amenities. Chandler spoke about the projected treatment plans and how the district would like to see the plant evolve into a 1MGD treatment facility with the future growth projected. He spoke about reuse standards and the different high treatment removal requirements associated with different land uses.

Chamberlain asked Chandler to describe the district's farming operations and how it influences their operating costs. Chandler described the lagoon and how the water is reused to irrigate forage for livestock, how goats cut down on the need to purchase pesticides near the lagoon and the yearlings are sold off for added income. The district recently entered a new business venture of farming pistachios. The district has approximately 300 acres of farm land. The district chose to bale hay in smaller bales as to not compete with local farmers.

6:09 p.m. Councilmember Ellsworth entered room.

Heideman asked about the transferring of water shares. Chandler gave a brief explanation of the newly acquired property and the water shares gained with the land, and how the district will use the water until the plant is constructed.

**2. Fire District Representative, Merlin Spendlove:**

The fire department has received 46 calls since the first of the year. The fire department responded to a fire on January 1st up on Kolob. The fire was approximately 40 acres and was on the east side of the girls' camp. The fire danger is high at this time. He has reviewed the building permits for lot 64, 63, and 61 and didn't see any issue with approving the requests.

**3. Planning Commission Chairman, Mike Ruesch:**

The master transportation plan will be reviewed in February. Jones and Demille requested to present the plan directly to the commission.

4. Public Works Director, Lance Gubler:

Gubler spoke briefly about obtaining a road design that accesses the water tank shop. He briefed the new councilmembers how the road has a prescriptive easement and cuts a couple of different properties in half. The property owners requested to negotiate with the city how the road could be relocated, whether or not the city would require a deed, and how the road would be designed.

Gubler and Bringhurst evaluated the city park and the future projects they would like to complete. They spoke about a retaining wall near the concession stand, future bids to extend the pickleball courts, and a bid to install a half-court basketball area. Gubler would like to take out the rock in front of the concession stand and replace it with a retaining wall and bench area. The main irrigation line at the ball park had been vandalized by gophers. The ball field soil varies throughout the field requiring different watering levels. He spoke with the WCWCD (Washington County Water Conservancy District) and asked if there were any special funds the city could take advantage of for the purchase of a new watering system for the ball field. The district was willing to assist the city with the project by purchasing the items at wholesale and the city will reimburse the district.

The TRE (Trail Ridge Estate) restroom is near complete and should be done by the end of January.

The cemetery pavilion has been constructed minus the tin roof. A water line will need to be installed for a drinking fountain.

The north-end Toquerville Welcome sign has been set and would like to discuss possible solar lighting options of the sign. He would like to try some alternative options to see what would look best with the sign, and how they will obtain compliance with the dark sky ordinance.

The crew has exercised valves and fire hydrants out in the Anderson Junction area. They have been trying to troubleshoot the area because they know there is a leak in the area. The Gilbert extraction permit was briefly spoken about and how they were using water in the area. Bringhurst and Gubler will be trying to track down the water plans from the Anderson Junction area. It would be helpful to find the design plans. Darrin LeFevre thought Alpha may have the plans.

Gubler will obtain bids for the purchase of LED lights in the Cholla Subdivision for the next meeting. The poles will need to be purchased from Rocky Mountain Power. HD Supply gave him a quote, but he found a company by the name of Pac Lighting for \$165.00 per light.

Gubler had a concern for the construction of Lot 61 in the Almond Heights Park subdivision. The lot is below the curb which causes future drainage issues. He thought the building required to be one foot above the back of curb. He suggested a change the specification and standards book to include the requirement. The footings were put in prior to the approval of the building permit and will need to be modified. He would like the council to consider all rights of ways and easements to be granted to the city prior to the acceptance of building permit application. Heideman would like to also add a requirement for contractors to install roads at the same grade they are replaced. He gave an example of the roadway in front of his parent's home that caused drainage issues because the road was never roto-milled down to the proper level and created a thicker, elevated street.

Council and staff discussed different drainage concerns at various locations in TRE (Trail Ridge Estate) and throughout Toquerville, specifically when a home or garage is constructed below the curb grade.

Gubler asked who was responsible for checking building grades when permits are signed. He spoke about the drainage patterns of Pecan, the Boulevard, Ashcreek Drive, and some areas in the heights. Bringhurst had concern about the building grades of lots 61, 62, and the lots to the north of them. He would like the requirements to include clarification to require the slab to be set one foot above the back of the curb.

Gubler wanted to notify the council of an area on Spring Drive where Shawn Huntsman was prepping his property for his wedding event center, has moved dirt across the street and near the other side of the road near the river. Huntsman does not have a grading permit and would like direction from the council.

Bringhurst suggested Gubler speak with Huntsman and ask him to apply for a grading permit. The dirt has been stockpiled and spread out approximately 60 feet.

## **B. BUSINESS:**

### **1. Discussion of Agenda Structure:**

Mayor Chamberlain thought the purpose of a public meeting was to inform and gain information from the public concerning city matters. He would like to involve more public discussion after each business agenda item was discussed by the council. He believed only items on the agenda should be discussed at public meetings. Councilmember Ellsworth suggested Attorney Snow should recommend what would be the best practice. Ellsworth would like clarification between what constitutes a public hearing and a public meeting. Jeffery explained to the council input can be taken from the public during a public meeting. Bringhurst would prefer the proposed practice occur during the work meeting and not at both meetings. Ellsworth would like a time limit for public discussion. He would rather the council take consideration of the comments but not actively discuss with the citizens directly. In doing so, it could create a situation to spiral quickly out of control. Chamberlain suggested individuals could speak for 90 seconds and organizations could talk for two minutes.

Manning Butterworth often uses the public forum to let councilmembers know about possible questions or concerns he may have during the meeting. He would like to keep the public forum on the agenda. Chamberlain cautioned the council about discussion items that are not on the agenda. Bringhurst stated the public forum is a preferred mode of communication to learn about public concerns. Jeffery suggested the ordinance could be revised to make the agenda more generalized.

### **2. Discussion of Building Permit Extensions for Lot 63 and Lot 64 in the Unfinished Phase of the Almond Heights Park Subdivision-Bob Porter and Steve Labrie:**

Bringhurst brought the councilmembers up to speed on the item. The plat has not been recorded for Phase 7 of the Almond Heights Park Subdivision. There are drainage issues on the park parcel. The developer, Mr. Labrie was given a drainage proposal that would cost around \$31,000.00. The design was created by Pratt Engineering and included rip-rapping the park area. Bringhurst did not agree with the design and suggested an alternative design which would cost around \$13,000.00 and the work to be done by city staff. The developer came to the city council and asked if two building permits could be allowed prior to the completion of the subdivision. The council agreed to grant the acceptance of the two building permits with the contingency the subdivision would be completed within 50 days. The subdivision was not complete and an addition 50-day extension was granted. The time frame had expired and the developer would like another extension. Bringhurst would rather hire out for labor costs since the plan was revised and believed it would cost around \$8,000.00. Bringhurst briefly explained the drainage plan changes. The council was in agreement to the drainage concerns and believed the extension should be granted. Gubler had a concern with the drainage pipe location and didn't think the sewer district would approve of their line on top of the sewer line. Bringhurst didn't believe the line would be directly above the sewer line. Bringhurst spoke with the developer and would like the basalt rock and concrete rip rap clean off the park parcel and asked Gubler's opinion. Gubler was in agreement for the material to be removed. Bringhurst suggested the acceptance of the park drainage money needed to be an item of discussion and possible approval on the next agenda.

### **3. Discussion of Vote Ratification to Approve Building Permit Application for Lot 61 in the Unfinished Phase of the Almond Heights Park Subdivision-Bob Porter and Steve Labrie:**

John Postert spoke about the one-foot standard building height requirement from the International Building Code. The requirement provides for drainage, which is six inches for every ten feet of slope. The code allows for some exceptions to the rule. There have been some exceptions in Toquerville due to

the lay of the land. Bringhurst spoke about a drainage problem in Cholla where the city had to fix the drainage problem because when the homes were built drainage was not evaluated. He believed there are certain situations where exceptions may be made, but as the majority, the city should stick upholding the building code to require the slab be above the curb by one foot. Postert stated the application requires the builder to build above the curb. Bringhurst asked if the requirement needed to be in code. Ruesch and Postert spoke about certain lots in subdivisions and suggested build-ready lots established and how the city would require those standards. Bringhurst suggested a site plan or grading plan with elevations should be required for drainage concerns. Postert thought Gubler would be the best person to identify drainage problems and concerns. Bringhurst would like those problems caught before construction is allowed. Postert agreed to work with Gubler to identify the elevation requirements. Gubler suggested easements and right of ways are settled with the city prior to building. The council and Darrin LeFevre briefly talked about the utility easement on a property in Terrace Circle. Ruesch agreed with Bringhurst to add these requirements prior to issuance of the building permit.

Jeffery stated the item listed would be a vote ratification for the approval of the building permit of lot 61 in the Almond Heights Park Subdivision. Three councilmembers voted in the affirmative to allow the building permit prior to the final subdivision. The item will be discussed and possible action at the next city council meeting.

4. Discussion on Appointment and Recommendation of Planning Commissioners:  
Mayor Chamberlain would like to appoint Manning Butterworth from the alternate position to a permanent position. Two spots were vacant and he would like to recommend Rebecca Hansen and Gary Chaves. He has two other people in mind for the alternate positions. McKim suggested when the appointment is done to clarify which new commissioner is replacing the old commissioner. Bringhurst would like the commissioners reside from different areas of the city for different representation. He suggested Steve Roah, who resides in the Trail Ridge Estates Subdivision. Joey Campbell was also interested in serving on the board and lives off of South Westfield Road. Bringhurst believed the recommendation would over-represent the Westfield and Almond Heights area.
5. Discussion of Resolution 2018.01-Washington County Solid Waste District Representative Appointment:  
Justin Sip volunteered to serve on the board.
6. Discussion of Resolution 2018.02-Hurricane Valley Fire Department Representative Appointment:  
Keen Ellsworth volunteered to serve on the fire board. He was indifferent either way to serve on the Mosquito Abatement and Control board if someone else wanted to take the position. Bringhurst would like to see Ellsworth serve on the board.
7. Discussion of Resolution 2018.03-Southwest Mosquito Abatement & Control Representative Appointment:  
Justin Sip volunteered to serve on the board.
8. Discussion of Resolution 2018.04-Ash Creek Sewer Special District Representative Appointment:  
The resolution would appoint the mayor and one councilmember. Councilmember Heideman would like to continue to serve on the board.

There were other items that council spoke about since new councilmembers were voted on the city council. Ellsworth suggested he would prefer to continue to be in charge of Economic Development. Chamberlain would like some proactive movement with the future development of Toquerville. Ellsworth spoke about the importance of the by-pass road and the reservoir to be constructed and how development could occur in those areas. Sip volunteered to take the solid waste and mosquito abatement appointment.

He also agreed to manage risk management and city hall maintenance. Ruesch volunteered to be the Planning Commission Liaison, take charge of the beautification committee, the cemetery, the tree board, trails, and parks. Heideman will continue with his sewer district appointment, manage the culture and recreation department and continue to serve on the Confluence Park Committee. Bringhurst will continue with TSWS, Dixie MPO-DTEC, streets and water department management. Mayor Chamberlain will serve on the TSWS board and volunteered to serve as Toquerville's EMC (Emergency Management Coordinator).

9. Discussion of Resolution 2018.05-Budget Amendment for the Fiscal Year July, 2017 thru June 2018: Jeffery explained the budget amendment. The welcome sign had gone over the budget and was a great addition to the city. The amendment was derived from the sign's final cost and permanent installation going over the original projected cost. Bringhurst would like to add lighting costs to the sign. Jeffery suggested an added \$10,000.00 in the amendment for the lighting request. \$10,000.00 will be taken out of the appropriation of funds account and transferred to economic development. Bringhurst talked about the Viega settlement and how those funds could be placed to slurry some of the roads that were cut in the replacement of the defective pipe.

#### **C. COUNCIL REPORTS AND CITY DEPARTMENTS:**

1. Ty Bringhurst-Water Department/Streets/MPO/TSWS:  
All meters for the TSWS system should be installed prior to the upcoming watering cycle. The water pressure at Anderson Junction is being evaluated and researched.
2. Keen Ellsworth-Economic Development/Subdivision & Planning Commission Liaison/Mosquito Abatement:  
The Welcome sign for the southern side of the city was described and will be sent out to all councilmembers. He suggested discussion and possible approval of the south sign should be discussed at the next council meeting. He would like to discuss possible lighting options for the signs. Chamberlain asked if it was a good idea for the southern sign to represent Toquerville Falls since the road is not in the best of conditions, and the falls are not located in the city's jurisdiction. Ellsworth was open to any suggestions and was open to any discussion. Ellsworth researched city signs and thought it would be a benefit to have different sign designs. The council also discussed whether or not the sign would need to be double sided due to the possible location placement. Ellsworth met with an HOA regarding the placement and obtaining an easement, or land dedication agreement.
3. Paul Heideman-Sewer District/Culture and Recreation/Confluence Park:  
The Miss Toquerville Pageant will be forthcoming. He encouraged all members to purchase a Toquerville Calendar to support the royalty fundraiser.
4. Justin Sip:  
No report was given.
5. Mike Ruesch:  
No report was given.
6. Mayor Lynn Chamberlain-TSWS:  
No report was given.

Mayor Chamberlain closed the business portion of the meeting and called a closed session for the listed agenda reason at 7:43 p.m.

#### **D. POSSIBLE CLOSED SESSION:**

Discussion of the character, professional competence, or physical or mental health of an individual.



The closed session adjourned at 8:33 p.m.

**E. ADJOURN:**

Meeting adjourned by Mayor Chamberlain at 8:34 p.m.

\_\_\_\_\_  
Mayor - Lynn Chamberlain

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: City Recorder - Dana M. McKim

DRAFT

### **10-3-1: PLANNING COMMISSION:**

- A. **Membership, Appointment And Quorum:** The city planning commission consists of five (5) members and one alternate member. Members are appointed by the mayor with the advice and consent of the city council. Three (3) members of the five (5) shall be sufficient to constitute a quorum. The alternate member shall attend all meetings.
  
- B. **Alternate Member:** The alternate member shall attend all meetings and serve and vote in the absence of a member of the planning commission under rules established by the commission.
  
- C. **Length Of Term:** Members of the planning commission shall serve terms of four (4) years. The terms shall be staggered so that only one term shall expire each year. Terms expire on December 31. With the advice and consent of the city council, the mayor shall appoint an interim planning commissioner to fill vacancies that might arise, and such appointments shall be to the end of the vacating member's term.
  
- D. **Absence Deemed Resignation:** Any planning commission member who is absent from two (2) consecutive regularly scheduled commission meetings without prior notice to the city recorder and/or chairperson of the planning commission shall be deemed to have resigned from the commission. (Ord. 2012.04, 1-18-2012)

## **Planning Commissioners and Terms**

<b>Commissioner</b>	<b>Term Expires</b>
Alex Chamberlain-Chairman	2018
Jake Peart	2019
Manning Butterworth-replaces David Hawkins	2020
Replacement for Jerome Gourley	2021
Replacement for Mike Ruesch	2021

**STAFF COMMENTS**

**Agenda:** Staff Meeting- January 2, 2018  
**Applicant:** Curtis Biggs  
**Type of Application:** CUP  
**Request:** Operate a Bed and Breakfast establishment  
**Location:** 1245 South Toquer Blvd.  
**Current Zoning:** A-1

\*\*\*\*\*

**Discussion:**

Mr. Biggs is making application for a Bed and Breakfast Conditional Use permit for his premises located at 1245 South Toquer Blvd. He is zoned as A-1.

The application has been reviewed and the only thing outstanding are the answers to the questionnaire.

This application will be heard at the January 2, 2018 staff meeting if the applicant is present.

This matter was heard at the January 2, 2018 staff meeting. The applicant stated that they would like 2 guest rooms. Off street parking was discussed and they stated that they had ample off-street parking. It was mentioned that an inspection from the Hurricane Valley Fire District and Toquerville Building Official would be required. ACSD mentioned that their sewer rate would go up from residential to commercial. After interviewing the applicant this matter was set for Public Hearing on the January 17, 2018 Planning Commission meeting with the following recommendations from staff.

Staff recommends this application be approved with the following conditions:

1. Required off-street parking shall be provided and verified.
2. Applicant will have an inspection of the premises by Hurricane Valley Fire District and the Building Official for Toquerville City.
3. Applicant agrees to abide by all regulations outlined in Section 10-17-3, Bed and Breakfast Services of the Toquerville City Code
4. Applicant agrees to obtain all required Federal, State and Local permits including a business license from Toquerville City and a Sales and Use Tax license from the State of Utah.

5. Applicant agrees to meet and comply with all local and state health regulations.
6. This permit cannot be enlarged, expanded or changed otherwise without express written consent from the City of Toquerville.
7. This permit will receive an annual review by the Toquerville Planning Commission.

This application came before the Toquerville Planning Commission on January 17, 2018.

A Public Hearing was convened, and the following comments were made:

1. Evelyn Isom at 1267 Shadow Creek Lane asked if a zone change would be required. The answer was no.
2. Will the neighborhood be as safe and how will the neighborhood be affected?
3. Where will the owners live?

The Applicants responded to the comments stating that they would live in the residence and would make sure that the safety and integrity of the neighborhood remained intact.

They also stated that they were asking for 2 guest rooms and that most of the rental would occur on weekend nights.

***After consideration of the application the Planning Commission voted to send the request to the City Council with a recommendation for approval with the conditions listed by Staff.***

**Toquerville City**  
**CONDITIONAL USE PERMIT**  
 Fee: \$250.00

**APPLICATION & SUBMITTAL CHECKLIST**Name: Curtis & Renae Biggs Telephone: 435-703-9662Address: 1245 S Toquer Blvd Fax No. \_\_\_\_\_Email: RBFlooringanddesign@gmail.com

Agent (If applicable): \_\_\_\_\_ Agent's Phone: \_\_\_\_\_

Address of Subject Property: Same as aboveTax ID of Subject Property: T-115-C Zone District: A-1Proposed Conditional Use: (Describe, use extra sheet if necessary) Bed and Breakfast**This application shall be accompanied by the following:**

- 1) A vicinity map showing the general location of the application.
- 2) Three (3) copies of a plot plan showing the following:
- Property boundaries, dimensions and existing streets.
  - Location of existing and proposed buildings, parking, landscaping and utilities.
  - Adjoining property lines and uses within one hundred (100) feet of subject property.
- 3) A reduced copy of all plans (8 1/2 x 11 if readable, or 11 x 17) if original plans are larger.
- 4) Building elevations for new construction, noting proposed materials and colors.
- 5) Traffic impact analysis, if required by the City Engineer or the Planning Commission.
- 6) Applicant's responses to the Conditional Use Permit standards for review. (attached)
- 7) A statement indicating whether the applicant will require a variance in connection with the proposed conditional use permit. (If required, the variance should be filed with the conditional use permit submittal.)
- 8) Warranty deed, preliminary title report, or other document (see Affidavit of Property owner attached) showing evidence that the applicant has control of the property.
- 9) Applicant will provide a map showing all properties within 300 feet of property boundaries; copies may be acquired (minimal or no charge) from the Washington County Recorder's Office (downstairs) at 197 E. Tabernacle, St George. Applicant will provide addressed and stamped

envelopes for each property owner shown. Toquerville City will provide the letter of notice and mail the Planning Commission (PC) Public Hearing date scheduled for affected residents.

**NOTE:** It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed due to an incomplete application could result in a month's delay.

\*\*\*\*\*

(Office Use Only)

DATE RECEIVED: \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_

DATE APPLICATION DEEMED TO BE COMPLETE: \_\_\_\_\_

COMPLETION DETERMINATION MADE BY: \_\_\_\_\_

Signature



# 300 Ft map 1245 S Tq Blvd



752.3  
0 376.17 752.3 Feet  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

**DISCLAIMER:** The information shown on this map was acquired from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.



### Legend

**Parcels**

**Ownership**

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wildlife
- National Park Service
- Statewide Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

### Notes





# Title



WGS\_1984\_Mob\_Mercator\_Auxiliary\_Sphere

**DISCLAIMER:** The information shown on this map was compiled from different GIS sources. The user bears sole responsibility for the accuracy of the data for any purpose, and should not be relied upon without independent verification as to its accuracy, Washington County. User will not be held responsible for any claims, losses or damages resulting from the use of this map.

## Legend

- Parcels
- Ownership**
- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wilds
- National Park Service
- Sitka's Reservoir
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claims

## Notes



# Title



188.1  
0 94.04 188.1 Feet  
WGS\_1984\_Web\_Mercator\_Auditory\_Sphere

**DISCLAIMER:** The information shown on this map was compiled from different GIS sources. This has been used for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any errors, omissions or damages resulting from the use of this map.

### Legend

- Parcels
- Ownership**
  - U.S. Forest Service
  - U.S. Forest Service Wilderness
  - Bureau of Land Management
  - Bureau of Land Management, Wildlife
  - National Park Service
  - Shivwits Reservation
  - Utah Division of Wildlife Resources
  - Utah Division of Transportation
  - State Park
  - State of Utah
  - Washington County
  - Municipally Owned
  - School District
  - Privately Owned
  - Water
  - Water Conservancy District
  - State Assessed Oil and Gas
  - Mining Claim

### Notes



# Title



## Legend

Parcels

### Ownership

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wild
- National Park Service
- Statewide Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

## Notes



188.1



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

**DISCLAIMER:** The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah, will not be held responsible for any claims, losses or damages resulting from the use of this map.

**ISHAM EVELYN**  
T-115-E-1  
PO BOX 345  
TOUERVILLE, UT 84774-0345

**LYNN NAEGLE & ASSOC**  
T-188-B-1-A-1-A  
PO BOX 70  
TOUERVILLE, UT 84774-0070

**PARKER MARIAN IRENE TR**  
T-115-B  
1199 S TOQUER BLVD  
TOUERVILLE, UT 84774

**MARTIN CHERYL**  
T-115-D  
PO BOX 93  
TOUERVILLE, UT 84774-0093

✓ **BIGGS CURTIS & RENAE**  
T-115-C  
1245 S TOQUER BLVD  
TOUERVILLE, UT 84774-5036

**MCNEAL ROY JR & LOUESA D**  
T-119  
1298 SHADOW CREEK LN  
TOUERVILLE, UT 84774

**REYNOLDS TERRY POLLOCK & JOYCE H TRS**  
T-115-A-1  
1155 S TOQUER BLVD  
TOUERVILLE, UT 84774-5035

**GUNTER CAROL DENE**  
T-115-E-2  
1273 S SHADOW CREEK LN  
TOUERVILLE, UT 84774



**DAVID WHITEHEAD**  
**WASHINGTON COUNTY TREASURER**  
 197 EAST TABERNACLE - ST. GEORGE, UT 84770  
 TELEPHONE: (435) 634-5711

**2017**  
**ORIGINAL TAX NOTICE**

ACCOUNT NUMBER: **107758** SERIAL: **T-115-C** ACREAGE: **1.48** DISTRICT: **11**

LEGAL DESCRIPTION

S: 11 T: 41S R: 13W BEG AT PT 666.14 FT N & 530.47 FT E OF S1/4 COR SEC 11 T41S R13W  
 TH S 13°52'10E 70 FT; TH S 25°17'40 E 44.96 FT; TH S 37°35'40 E 52.92 FT; T

OWNER AND PROPERTY ADDRESS

**BIGGS CURTIS & RENAE**  
**1245 S TOQUERVILLE BLVD**  
**TOQUERVILLE**

Our offices will be closed on the following days:  
 November 10; Veterans Day  
 November 23 and 24; Thanksgiving holiday

PROPERTY CLASSIFICATION	MARKET VALUE	TAXABLE VALUE	TOTAL TAXES LEVIED	
PRIMARY IMPROVED PROPERTY NON-PRIMARY LAND	252900 4600	138095 4600		<b>\$1,638.41</b>
			<b>ATTACHMENTS</b>	
			TOQUERVILLE WATER ASSESSMENT	250.00
			<b>TAX RELIEF &amp; CREDITS</b>	
				<b>\$1,888.41</b>
TAX LEVIED BY	TAX RATE	AMOUNT	DELINQUENT TAXES AND OTHER CHARGES PAYMENT AMOUNTS GOOD THROUGH NOV. 30	
COUNTY LIBRARY FUND	0.000233	33.48		
WATER CONSERVANCY	0.000700	100.59		
LOCAL ASSESS/COLL	0.000460	66.10		
LOCAL SCHOOL FUND	0.005082	727.36		
STATE SCHOOL FUND	0.001568	225.31		
COUNTY GENERAL FUND	0.000673	96.71		
MULTI CO ASSESS/COLL	0.000010	1.44		
MOSQUITO ABATEMENT	0.000040	5.75		
COUNTY GO BOND	0.000093	13.36		
TOQUERVILLE TOWN	0.001079	155.05		
HURRICANE VALEY FIRE DIST	0.001408	202.32		
CHARTER SCHOOL FUND	0.000076	10.92	TOTAL DELINQUENT TAXES AND OTHER CHARGES	
TOTAL LEVY RATE	0.011402	1638.41		
<b>TOTAL TAXES LEVIED</b>			<b>AMOUNT DUE</b>	<b>\$1,888.41</b>

Property tax payments can be made on our website: [www.washingontreasurer.com](http://www.washingontreasurer.com)

# Property Record Card

Washington County

**BIGGS CURTIS & RENAE**  
1245 S TOQUER BLVD  
TOQUERVILLE, UT 84774-5036

**Account: 0107758**  
Tax Area: 11 - Toquerville Town  
Acres: 1.480

**Parcel: T-115-C**  
Situs Address:  
1245 S TOQUERVILLE BLVD  
TOQUERVILLE, 847740000

## Legal Description

S: 11 T: 41S R: 13W BEG AT PT 666.14 FT N & 530.47 FT E OF S1/4 COR SEC 11 T41S R13W TH S 13°52'10E 70 FT; TH S 25°17'40 E 44.96 FT; TH S 37°35'40 E 52.92 FT; TH N 72°53'30 E 388.79 FT; TH N 32°06'46 W 175 FT; TH S 72°05'30 W 364.48 FT TO POB



## Transfer History

Entry Number	Date Recorded	Deed Type
20110000235	Jan 4, 2011	Annexation
20100043974	Dec 30, 2010	Resolution
20100006647	Mar 1, 2010	Annexation
20100006648	Mar 1, 2010	Resolution
20090048182	Dec 22, 2009	Resolution
20070008993	Feb 21, 2007	Warranty Deed
00827189	Jun 30, 2003	Quit Claim Deed
00707181	Jan 12, 2001	Quit Claim Deed
00703846	Dec 5, 2000	Quit Claim Deed
00553520	Dec 31, 1996	Warranty Deed
00533395	May 23, 1996	Warranty Deed
00367364	Jun 26, 1990	Warranty Deed

## Abstract Summary

Code	Classification	Market Value	Taxable Value
01A	RES REAL ESTATE-IMPROVED	\$47,500	\$26,125
02B	RES REAL ESTATE-UNIMP NON-PRIM	\$4,600	\$4,600
11A	RES IMPROVEMENT-PRIMARY	\$205,400	\$112,970
Total		\$257,500	\$143,695

CHO

REINA  
FINAL  
PLAT

T-110-A-1  
JEFFREY M + KAESHAD  
FLY  
2010037740

T-110-B  
Quentin T. &  
Sofia Ralston  
Tas  
2010035767  
794284

T-110-E

CHOLLA CREEK IB  
AMENDED & EXT.

P. 559

4

SEE ENCLAVE

SEE  
LAT  
24

T-115-A

Pollock

Henry Pollock  
& Sons  
Hillside  
Hillside  
Hillside

EVELYN ISHAM  
906630

T-115-E-2  
906630

T-115-D  
906630

CHERYL ALBRIGHT  
361443  
2010035767

6

T-119  
RACHAEL ALBRIGHT  
D. W. ALBRIGHT  
2010035767

T-121 A-1-A  
VAN HORN  
K...  
744  
24576051421  
660957

ENCLAVE

8

TO SEC. 14

109.6m



Insured:  
CURTIS BIGGS  
RENAE BIGGS  
1245 S TOQUER BLVD  
TOQUERVILLE UT 84774

Agent:  
VALLEY INSURANCE BROKERS  
525 W STATE ST STE 5  
HURRICANE, UT 84737  
(435)635-9811

#00007178

**Renewal  
Homeowners  
Policy Declarations**

Broken washer and refrigerator hoses are the leading cause of water damage in homes, and as Murphy's Law would dictate, it usually happens when you are away. Protect your home from severe water damage by replacing your washer and refrigerator hoses at least every two years.

Policy Number:  
HP20032139

Policy Period:  
From: 12/01/2017  
To: 12/01/2018

Effective Date:  
12/01/2017

At 12:01 AM Standard Time at the Residence Premises  
Policy is continuous until cancelled.

Residence Premises: 1245 S Toquer Blvd, Toquerville, UT 84774

**Total Premium for the Policy Period**

(This is not a bill. Do not pay this amount.)

Total Premium \$880.86

**Your premium reflects the following discounts (on applicable coverages/perils):**

- Burglary Protection
- Fire Claim Free
- Wind Claim Free
- Fire Protection
- Liability Claim Free
- Loyalty
- Package
- Theft Claim Free
- Water Claim Free

0004446500101501000300



**Claims Services:**  
Claims Response Center  
24 Hours: 1-877-425-2580

**Billing Services:**  
Customer Service: 1-800-456-7750  
Credit/Debit Card Payments: 1-888-475-2823

You may also report a claim or make a payment online by going to [mutualofenumclaw.com](http://mutualofenumclaw.com)



RECORDING REQUESTED BY  
First American Title Company

AND WHEN RECORDED MAIL TO:  
First American Title Company  
110 N. Clark Street  
Rigby, ID 83442

Space Above This Line for Recorder's Use Only

**WARRANTY DEED**

File No.: 196266-RI (dm)

Date: February 14, 2007

For Value Received, **Curtis Biggs and Renae Biggs, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **L Bar L Properties, LLC**, hereinafter called the Grantee, whose current address is **356 North 4100 East, Rigby, ID 83442**, the following described premises, situated in **Jefferson County, Idaho**, to-wit:

**TRACT 1:**

**TOWNSHIP 4 NORTH, RANGE 39 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.**

**SECTION 16: BEGINNING AT A POINT WHICH IS 305 FEET NORTH OF THE SW CORNER OF THE NW¼ OF SAID SECTION 16 AND RUNNING THENCE NORTH ALONG THE WEST SECTION LINE 355 FEET; THENCE EAST TO THE CENTER LINE OF THE RIGBY CANAL; THENCE SOUTHWESTERLY ALONG THE CENTER OF SAID CANAL TO A POINT DIRECTLY EAST OF THE POINT OF BEGINNING; THENCE WEST 800 FEET MORE OR LESS TO THE POINT OF BEGINNING.**

**EXCEPTING THEREFROM: BEGINNING AT A POINT 660 FEET NORTH OF THE SW CORNER OF THE NW¼ OF SAID SECTION 16 AND RUNNING THENCE SOUTH 170 FEET; THENCE EAST 833 FEET, MORE OR LESS, TO THE POINT THAT INTERSECTS THE CENTER OF AN EXISTING DITCH; THENCE IN A NORTHEASTERLY DIRECTION BEING THE CENTER OF SAID DITCH TO A POINT 865 FEET DUE EAST FROM THE POINT OF BEGINNING; THENCE WEST 865 FEET TO THE POINT OF BEGINNING.**

**TRACT 2:**

**TOWNSHIP 4 NORTH, RANGE 39 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.**

**SECTION 16: ALL THAT PORTION OF THE S½S½ OF THE NW¼ LYING EAST OF THE CENTER LINE OF THE RIGBY CANAL.**

**TRACT 3:**

**A 30 FOOT EASEMENT FOR ROAD AND UTILITY OVER AND ACROSS THE NORTH 30 FEET OF THE ABOVE DESCRIBED PROPERTY AND RUNNING SOUTHWESTERLY 30 FEET DISTANCE FROM THE WESTERLY BANK OF AN EXISTING CANAL TO AN EXISTING BRIDGE; THENCE EAST OVER SAID BRIDGE TO THE ABOVE DESCRIBED PROPERTY.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

## Conditional Use Permit Standards for Review

Please provide responses to the following for the Commission's review:

- a. *The harmony and compliance of the proposed use with the objectives and requirements of the City's General Plan and the Land Use Code;*
- b. *The suitability of the specific property for the proposed use;*
- c. *The development or lack of development adjacent to the proposed site and the harmony of the proposed use with existing uses in the vicinity;*
- d. *Whether or not the proposed use or facility may be injurious to potential or existing development in the vicinity;*
- e. *The economic impact of the proposed facility or use on the surrounding area;*
- f. *The aesthetic impact of the proposed facility or use on the surrounding area;*
- g. *The number of other similar conditional uses in the area and the public need for the proposed conditional use;*
- h. *The present and future requirements for transportation, traffic, water, sewer, and other utilities, for the proposed site and surrounding area;*
- i. *The safeguards proposed or provided to insure adequate utilities, transportation access, drainage, parking, loading space, lighting, screening, landscaping, open space, fire protection, and pedestrian and vehicular circulation;*
- j. *The safeguards provided or proposed to prevent noxious or offensive emissions such as noise, glare, dust, pollutants and odor from the proposed facility or use;*
- k. *The safeguards provided or proposed to minimize other adverse effects from the proposed facility or use on persons or property in the area; and*
- l. *The impact of the proposed facility or use on the health, safety, and welfare of the City, the area, and persons owning or leasing property in the area.*

We will not be changing anything. We have two existing guest rooms in our home and 2 bathrooms beside mst bdrm & smst. bath. Our guests will be just like family visiting or living here.

City Of Toquerville  
Conditional Use Permit  
Guidelines and Check List



1. Will the Conditional Use protect the safety of persons and property that it will not result in traffic congestion and traffic hazards vehicular or pedestrian? *plenty of parking on our property*
2. Will the Conditional Use protect the safety of persons and property by having adequate and necessary access for safety services (police, fire)? *large wide driveway will always be open*
3. Would the Conditional Use exceed the obligations and/or financial capability of the City and require a level of community facilities and services greater than that which is available? *we will not use any more than a regular family home.*
4. Will the Conditional Use protect environmental values by not causing air, water, groundwater, light or noise pollution? *no pollution*
5. Is the Conditional Use consistent with the City's General Plan and compliant with the minimum requirements of its zoning district and all other requirements of this Code? *yes*
6. Will the Conditional Use be compatible with the character of the neighborhood and surrounding structures in scale, mass and traffic circulation? *yes*
7. Has the Applicant assured performance of obligations by posting bond or other adequate security as may be determined by the Planning Commission in form prescribed by Toquerville City Code Title 10. *we have contacted our insurance and will obtain correct insurance if approved.*

Fire District Inspection: (copy of inspection on file)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Ash Creek Special Service District: (All fees paid)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Health Department License: (If required- please attach copy)

Business License: (If required- please attach copy)

Building Inspector:

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Zoning Administrator:

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

AFFIDAVIT  
PROPERTY OWNER

STATE OF UTAH                    )  
  :SS  
COUNTY OF                    )

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

Curtis Biggs  
\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this 28<sup>th</sup> day of Dec 2017.

Dana M. McKim  
\_\_\_\_\_  
(Notary Public)

Residing in: Toquerville, UT

My Commission Expires: 11-28-2020



Agent Authorization

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

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

Residing in: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**TOQUERVILLE CITY  
RESOLUTION #RES.2018.XX**

A RESOLUTION TO ADDRESS COMPLIANCE WITH THE INTERNATIONAL FIRE CODE REQUIREMENTS OF SECONDARY ACCESS TO AND FROM DEVELOPMENTS ALONG WESTFIELD ROAD.

RECITALS

WHEREAS, there are presently approximately two hundred twenty (220) lots or parcels of land in Toquerville City (City) accessible by Westfield Road, which either have existing residences on the lot or parcel, have received preliminary or final plat approval or are of sufficient size and location that a residence could be built on the lot or parcel in compliance with applicable zoning ordinances; and

WHEREAS, such development accessed by Westfield Road exceeds the number of residences allowed without a secondary access road under Toquerville City Code Section 9-1-2 and the International Fire Code 2012 edition (IFC); and

WHEREAS, the City and the Hurricane Valley Fire Special Services District (District) have sought for a solution which will properly regulate development of property accessible by Westfield Road, until a secondary means of ingress and egress for Westfield Road and property accessed thereby is developed and established; and

WHEREAS, the City and District acknowledge the need to establish an emergency evacuation plan for residents that live in residences accessible from Westfield Road for the safety and protection of such residents, until a secondary means of ingress and egress for Westfield Road is established.

RESOLUTION

NOW THEREFORE, BE IT HEREBY RESOLVED THAT the City may approve a final plat for a subdivision of property accessible by Westfield Road, before a secondary means of ingress and egress for Westfield Road is developed, so long as approval for the preliminary plat for the applicable subdivision was granted by the City prior to the date of this Resolution.

BE IT FURTHER RESOLVED THAT the City may grant building permits for the construction of residences and/or outbuildings on lots or parcels of land accessible by Westfield Road, before a secondary means of ingress and egress for Westfield road is developed, so long as (i) the lot or parcel was properly created and existing prior to the date of this Resolution; or (ii) approval for the preliminary plat that created the applicable lot or parcel was granted by the City prior to the date of this Resolution.

BE IT FURTHER RESOLVED THAT the City will not approve a preliminary plat for a subdivision of property accessible by Westfield Road or an application for a simple subdivision or property accessible by Westfield Road, from and after the date of this Resolution, until a

secondary means of ingress and egress for Westfield Road is developed and established.

BE IT FURTHER RESOLVED THAT the City hereby adopts the Westfield Road Emergency Evacuation Plan attached hereto as Exhibit "1" and incorporated herein by this reference for purposes of providing information about how to respond to an emergency requiring evacuation of residences and property accessible by Westfield Road, until a secondary means of ingress and egress for Westfield Road is established, and to establish safe zones as set forth therein.

BE IT FURTHER RESOLVED that the City and District will continue to work together to find an approved solution for a secondary means of ingress and egress for residences and property accessible by Westfield Road.

TOQUERVILLE CITY RESOLUTION #RES.2017.XX, WAS PASSED AND ADOPTED BY THE TOQUERVILLE CITY COUNCIL, STATE OF UTAH, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017 ON THE FOLLOWING VOTE:

Councilperson:

Justin Sip	AYE ___	NAE ___	ABSENT ___
Keen Ellsworth	AYE ___	NAE ___	ABSENT ___
Ty Bringhurst	AYE ___	NAE ___	ABSENT ___
Mike Ruesch	AYE ___	NAE ___	ABSENT ___
Paul Heideman	AYE ___	NAE ___	ABSENT ___

TOQUERVILLE CITY

Attest:

\_\_\_\_\_  
Lynn Chamberlain  
Toquerville City Mayor

\_\_\_\_\_  
Dana M. McKim  
Toquerville City Recorder



SAFE ZONE  
POWER LINE  
PARCE

SAFE ZONE  
CITY PARK

SAFE ZONE  
EASEMENT/ ROAD  
TO IRRIGATION POND

TOQUERVILLE CITY		Jones & DeMille Engineering, Inc.		UTAH	
EXHIBIT 'A'		CIVIL ENGINEERING - SURVEYING - TESTING		PROJECT NUMBER	
DATE		1,000,000.00		SCALE	
DRAWN BY		1,000,000.00		DATE	
CHECKED BY		1,000,000.00		DATE	
APPROVED BY		1,000,000.00		DATE	
PROJECT NAME		NONE		DATE	
DRAWN BY		NONE		DATE	
CHECKED BY		NONE		DATE	
APPROVED BY		NONE		DATE	
DATE		NONE		DATE	

A1 000001A

WASHINGTON  
000001A  
C101

**TOQUERVILLE CITY**  
**RESOLUTION 2018.XX**  
**TOQUERVILLE CITY CONSOLIDATED UNIFORM FEES SCHEDULE**

**PURPOSE:** This Resolution amends fees charged for hydrant meter rentals, city chamber rentals, business license fees, and removal of parking in setbacks.

**ADMINISTRATION**

Requests for Records  
 Photo Copies  
 Fax Transmission

**FEE**

\$ 1.00 Per Page+\$30/hr Research  
 \$ .10 Per Page  
 \$ 1.00 First Page, & (lowered from \$2.)  
 \$ .10 Each Additional Page (lowered from \$1.)

Land Management Code Book  
 Standards and Specifications  
 General Plan  
 Toquerville Walking Tour  
 Returned Check Fee

\$ 40.00  
 \$ 30.00  
 \$ 40.00  
 \$ 10.00 Each  
 \$ 20.00

**BUSINESS LICENSE**

Business License

\$ 50.00 Calendar Year (to Dec.31<sup>st</sup>);  
 \$ 25.00 Partial Yr Fee  
 \$ 35.00

Business Sign Application Fee

**CEMETERY**

Open and Closing of Grave

\$400.00 Weekday  
 \$500.00 Saturday (No Sunday or Holiday)  
 \$200.00  
 \$350.00 Resident  
 \$650.00 Non-Resident

- Infants under two or Cremations,
- Plot Fee (Includes Perpetual Care) No Purchase of 1/2 plots is permitted

**UTILITIES: RESIDENTAL UTILITIES**

Culinary Water

\$36.21 Monthly –  
 Base Rate per month for 0- 10,000 gals. Plus  
 \$4.00 per 1,000 gals over 10,000 gals, and \$6.00 over  
 30,000 gals

– Non Irrigation users w/ no access, Summer Rate

\$36.21 Monthly – March 1<sup>st</sup> to Nov 1<sup>st</sup> - Base Rate per  
 month for 0- 20,000 gals. Plus \$4.00 per 1,000 gals  
 over 20,000 gals, and \$6.00 over 30,000 gals

WCWCD Monthly Water Surcharge  
 Sewer, Permanent Residential  
 Garbage  
 BluCan Recycling  
 Storm Water Drain Fee (ERU)

\$ 1.75 Monthly for ¾" Meters OR  
 \$25.00 Monthly  
 \$11.40 Monthly  
 \$ 3.00 Monthly  
 \$ 6.00 Per Residence / Monthly

**Most standard minimum monthly bills including all of the above would come to \$83.11**

Billing Late Fees (on Monthly Past Due Balance, After 20<sup>th</sup> Day)

5%

Plus - Fee for "SHUT-OFF" Notice if Applicable.

\$ 10.00

Water Reconnect Fee (Locked out meter)

\$100.00

Water/ Utility Service Fee, Vacation/ Owner Request Reconnect Fee

\$ 50.00 Minimum 30 days

Water/ Utility Service Fee, Vacation/ Owner Request Disconnect Fee

\$ 50.00 Minimum 30 days

Water/ Utility Service Termination or

New Application (Simultaneous Moving in or out)

No Fee

Tenant Deposit (Rental Property)

\$300.00 Refundable Deposit

Culinary Water Standby Fee for Non-User (No Meter to Property)

\$ 5.00 Monthly

Application Required -----

Culinary Water Meter Request, Existing Connection (Building permit)

\$500.00

**UTILITIES: COMMERCIAL/PUBLIC UTILITIES**

WCWCD Monthly Water Surcharge

\$3.78 Monthly for 1" Meters

Sewer, Transitory Residential, (RV Parks, RV Rental Camp Units

\$13.00 Monthly

Sewer, Commercial, Schools, Churches, Motels

\$32.00 Monthly for first 12,000 gallons\*, -additional is  
 \$2.86 per 1000 gallons over 12000

\* For sewer commercial, schools and churches, monthly water usage shall be based on the average monthly water use during months of December, January and February of each year. For motels, monthly water usage shall be based on the average monthly water use during the months of May, June and July of each year.



**BUILDING INSPECTION**

Building Permit fee based on evaluated square footage cost.

Residential Plan Review

Commercial Plan Review has additional charges

Swimming Pool Permit

Residential Care Facility Permit Application

Clean-up deposit

Washington County HCP (Tortoise) Fee

\$200.00 Each

Based on Code

\$300.00 flat rate for permit only

\$250

\$1,000.00

\$250 Per Acre @ Final Plat (Subdiv.); and

Plus \$25.00 Administrative Cost of Collection and

0.2% Total Value of Construction for

Reporting Fee, payable to Toquerville City.

Residential, Commercial & Industrial

Bldg. Permit Requests, Paid at Application.

**PUBLIC WORKS**

Road Encroachment Application Fee (+Costs)

Hydrant Meter Deposit

Daily Charge

Monthly Charge

**Impact Fees:**

\$25.00 Refer to Application

\$1,250 Refundable return minus charges

\$5.00 / Daily\_OR

\$150.00 / Monthly, Plus \$4.00 Per 1,000 gals

\$1,795.00 3/4" Culinary Water/size

\$3,195.00 1" "

\$7,195.00 1 1/2" "

\$12,790.00 2" "

\$2,450.00 Roads & Street

\$2,210.00 Parks & Recreation

\$2,165.00

Trails

Individual: Due at Permit Application for Lots NOT prepaid;

Subdivisions: ALL lots in approved Plat – Payable prior to Sign-off.

**CITY HALL RESERVE USE FEES – No rentals shall be made for holidays per Resolution 2016.12**

Deposit **\$75.00** City\_Hall

**Reservation fees for City Hall** (Deposit Fees also apply)

Anything less than 4 Hours (considered 1/2 day)

\$50.00

Anything more than 4 Hours and still the same day (considered 1 day)

\$100.00

**PARK PAVILION AND BALL FIELD FEES – No rentals shall be made for holidays per Resolution 2016.12**

Deposit \$75.00 per Ball Field or Pavilion. \$150.00 for reserving both Ball Field and Pavilion

	BALL FIELD	PAVILION	BOTH
Local – 4 hr	\$50.00	\$35.00	\$85.00
Local – All Day	\$75.00	\$75.00	\$125.00
Non Local – 4 hr	\$90.00	\$60.00	\$150.00
Non Local – 8 hr	\$150.00	\$80.00	\$200.00
Local League – 4 hr	\$30.00		
Local League – 8 hr	\$60.00		
Local League – Each season (covers field charge)	\$18.00	per team / per game – payable prior to season	
Non Local League -4 hr	\$60.00		
Non Local League – All Day tournament (per day)	\$125.00		
Non Local League – 12 game season (covers field charge)	\$400.00	per team	
Additional field prep, 1 each	\$25.00		
Ball Field Lights – Per Hour	\$15.00		
Renting the Portable Chairs:	\$25.00		
Renting Extra Tables:	\$25.00		
Renting the Portable Stage:	\$75.00	with \$500.00 refundable deposit	
Renting the Propane Portable Griddle	\$50.00	with \$300.00 refundable deposit	

Churches, Boy & Girl Scouts, Neighborhood Watch, Government or Quazi-Government organizations, and other organizations specifically sponsored by the City of Toquerville are exempt from rental fees but deposit fees may apply. The exemption will apply for 3 days per year. If further use is required, the normal rental fees will apply. City sponsored entities may be exempt from the 3-day limitation.

**CODE ENFORCEMENT FINE SCHEDULE:**

VIOLATION	NOTICE OF VIOLATION PERIOD	FINE PER DAY OF VIOLATION
General Violations: land use, junk, inoperable vehicles, weeds/property maintenance, and other nuisances	10 Days	\$25.00
Excessive Occupancy	10 Days	\$25.00 per person
Portable Signs: banners, A-frames, pennants and similar signs	3 Days	\$50.00
Non-portable Signs: permanent sign violations and roof signs	10 Days	\$50.00
Accessory Buildings: as a residence or setback violations	10 Days	\$50.00
Fences/Walls	10 Days	\$25.00
Home Occupation	10 Days	\$25.00
<b>REPEAT OFFENSES</b>		
At the same location by the same offender within one (1) year		
Second Offense		Fine per day doubles
Third Offense		Fine per day quadruples
<b>ABATEMENT COSTS</b>		
Abatement of injurious and noxious real property or unsightly or deleterious objects or structures:		\$50.00 per hour, per person plus equipment fees at current rental rates.
<b>ADMINISTRATIVE FEES</b>		
Re-Inspection Fee:		\$50.00
Administrative Hearing Fee:		\$95.00
<b>INTEREST</b>		
Interest shall accrue on all outstanding civil penalties, abatement costs and administrative fees from the date said amount is assessed until paid in full at the rate of ten percent (10%) per annum.		

**DOG LICENSING FEES:** No license shall be issued until payment of the following applicable annual license fee(s) with proof of current vaccinations:

First 2 dogs (each):	
Female dog	\$22.00
Male dog	\$22.00
Spayed or neutered dog	\$10.00
Third dog	\$25.00
Fourth dog	\$30.00
Late fee (in addition to above)	\$20.00
Replacement of lost tags	\$ 5.00
Kennel License for over four dogs or cats (This does not require a business license)	\$150.00
Kennel License for breeding with two dogs or cats (This requires a business license)	\$150.00

Impound fees will be set by the entity of Contract or Agreement

**LAND USE FEES**

Master / General Plan Amendment Application	\$1,000	
Zone Amendment Application	\$1,000	+Master Plan Change Fee (when Applicable)
Alteration to Zone Amendment Application	\$250	Each Request
Special Meeting Request - by Applicant	\$300	(No Charge for City Error)
Variance Application	\$550	
Appeal	\$550	
Annexation Application	\$500	Plus additional fees assessed*
Nightly / Short Term Rental Application	\$1,000	Plus additional fees assessed*
Conditional Use Permit Application	\$250	Plus additional fees assessed*
Conditional Use – Animal / Livestock Permit	\$25	Plus additional fees assessed*
		Must Comply with Current Animal Ordinance
Conditional Use - Home Occupation Permit	\$35	Plus additional fees assessed*
Extraction Permit Application	\$250	Plus additional fees assessed*
Grading Permit Application	\$25	
Blasting Permit Application	\$75	
Land Use Inspection Requests – Additional (Not Included in Permits)	\$45	

Lot Line Adjustment Application	\$200	Plus additional fees assessed*
<b>SUBDIVISIONS</b>		
Non-Platted Subdivision (up to 9 Divs.-10 Total Lots)	\$750	Plus additional fees assessed*
Simple Subdivision (Split – to 2 Lots)	\$750	Plus additional fees assessed*
Sub-Division (10+ Divisions)		
Conceptual Review	\$250	Plus additional fees assessed*
Preliminary Review	\$250	Plus additional fees assessed*
Final Approval	\$250	Plus additional fees assessed*
Plat Amendment	\$1,000	Plus additional fees assessed*

**\*NOTE:** The City engages professionals, such as attorneys and engineers, to conduct reviews of applications, permits, plat maps and other matters or documents not specifically listed herein. The costs of these professional services vary, depending on the specific application, permit, plat map or document/matter reviewed. The City shall assess fees in addition to those listed above to cover the costs of these professional services.

**BE IT FURTHER RESOLVED,** the actual cost of any required publication of Notice and/or mailing of Notice as required under Toquerville City Land Management Code or other Toquerville City Land Use or Zoning Ordinance, shall be paid by the applicant as a condition precedent to any corresponding land use application/permit approval. The applicant is also responsible for any associated costs which may include but are not limited to: Updating of Zoning Maps, General Plan Amendments, Attorney Fees, City Planner Fees, City Zoning Administrator Fees, City Inspections, City Engineering Fees, Special Meetings and Additional Staff Research Fees. Applicant will be sent an invoice for all said charges from Toquerville City, due and payable upon receipt.

**BE IT FURTHER RESOLVED,** the Application Fees set forth in this Resolution shall be paid with the submission of the Application as a condition to any initial review of Application by the City.

**REPEALER.** If any provision or clause of this Resolution or application thereof to any person or entity or circumstance is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other sections, provisions, clauses or applications hereof which can be implemented without the invalid provision(s), clause(s) or application(s) hereof, and to this end the provisions and clauses of this Resolution are declared to be severable.

**REPLACEMENT.** This Resolution will not repeal, abrogate, annul, impair, or interfere with existing provisions of other resolutions, ordinances, or laws, except to effect modification of the fees listed. The fees listed in this approved Schedule supersede present fees for the services specified, but all fees not listed remain in effect. Where this Resolution imposes a higher fee than is imposed or required by existing provisions of prior resolutions, the provisions of this Resolution shall control.

**EFFECTIVE DATE/CERTIFICATION:** This Ordinance shall become effective immediately upon adoption by the Toquerville City Council.

CITY OF TOQUERVILLE  
a Utah Municipal Corporation

Justin Sip	Aye _____	Nay _____	Abstain/Absent _____
Keen Ellsworth	Aye _____	Nay _____	Abstain/Absent _____
Ty Bringhurst	Aye _____	Nay _____	Abstain/Absent _____
Mike Ruesch	Aye _____	Nay _____	Abstain/Absent _____
Paul Heideman	Aye _____	Nay _____	Abstain/Absent _____

By: \_\_\_\_\_  
Lynn Chamberlain, Mayor

Date: \_\_\_\_\_, 2018

Attest: \_\_\_\_\_  
Dana McKim, City Recorder



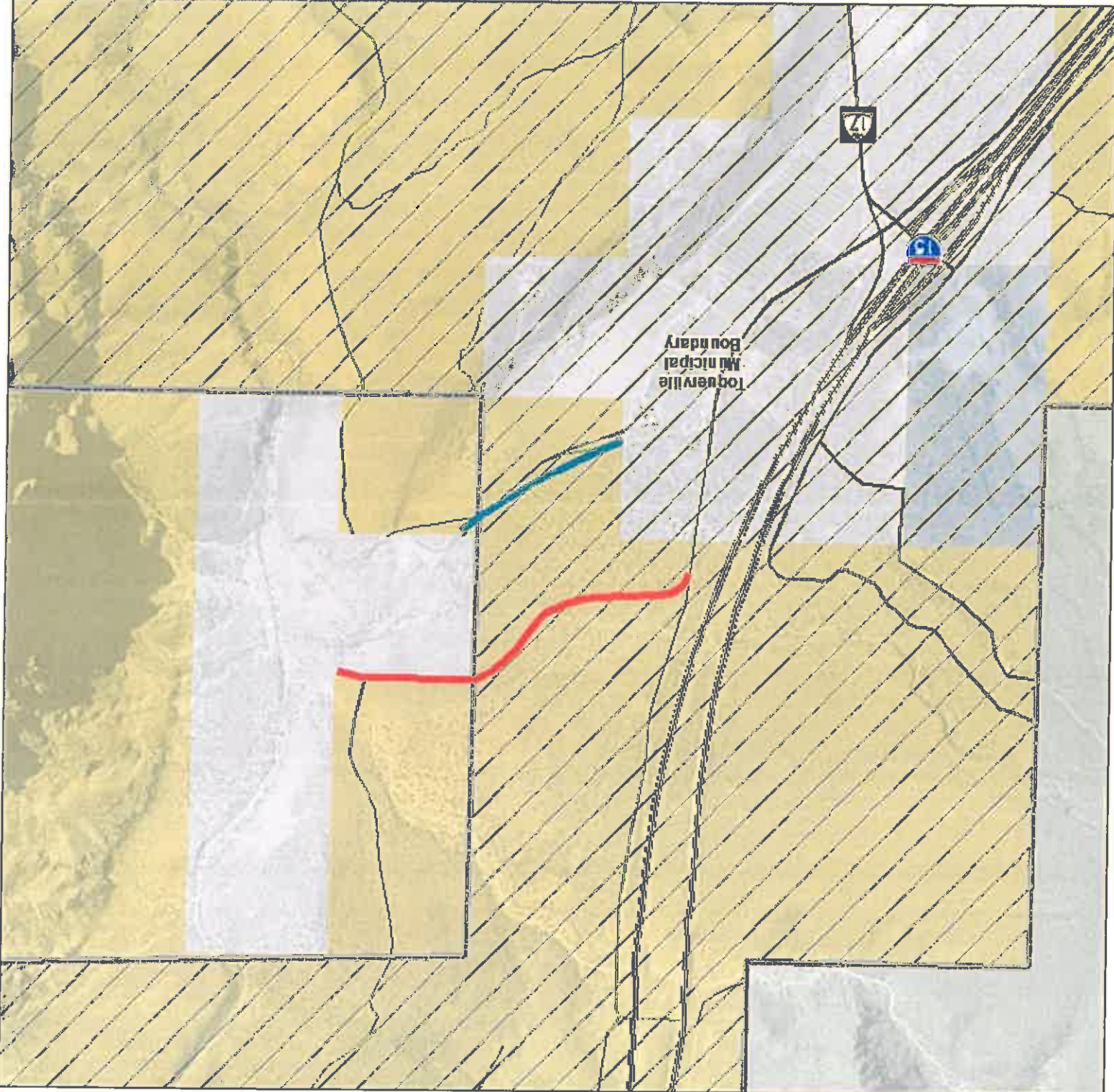
# Diamond G Ranch : ROW Application

St. George Field Office

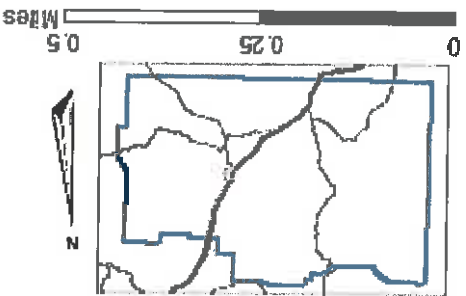
1/29/2018



No warranty is made by the BLM for use of the data for purposes not intended by the BLM. This product may not meet BLM standards for accuracy and content. Different data sources and input scales may cause some reassignment of data layers.



Location within St. George Field Office

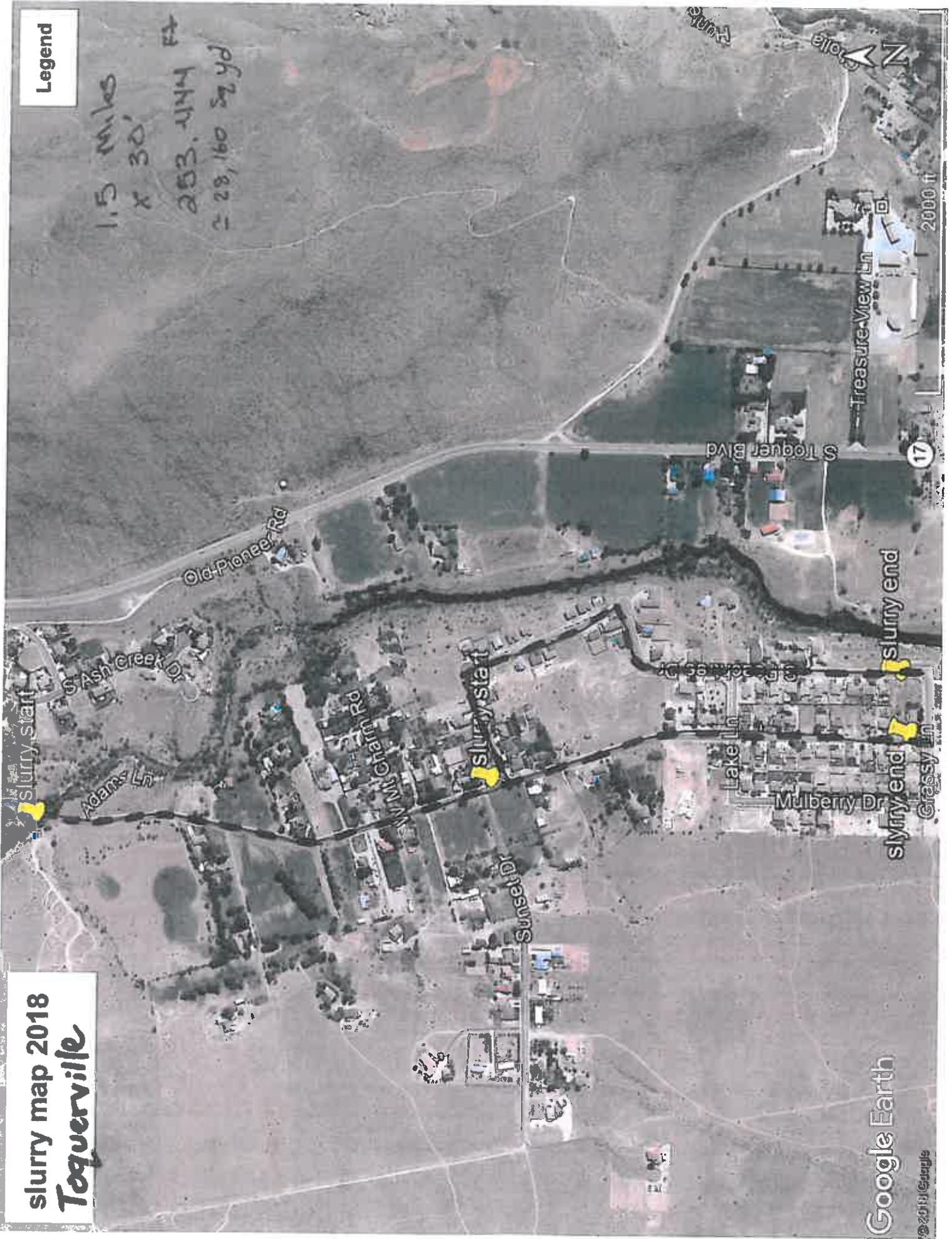


- ROW Application
- Existing ROW
- Toquerville Municipal Boundary
- Bureau of Land Management (BLM)
- US Forest Service (USFS)
- Private
- Interstate
- Primary Road Paved
- Secondary Road Paved
- Primary Road Unpaved
- Secondary Road Unpaved

slurry map 2018  
**Toquerville**

**Legend**

1.5 miles  
x 30'  
253,444 FT<sup>2</sup>  
= 28,160 Sq yd



### Bid Tabulation for 2018 Slurry Seal Project

Bid Schedule		M&M Asphalt		Morgan Pavement		Intermountain	
Schedule A- Hurricane City	Quantity	Bid Unit Cost	Total	Bid Unit Cost	Total	Bid Unit Cost	Total
Mobilization (Lump Sum)	1	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00
Traffic Control (Lump Sum)	1	\$ 2,500.00	\$ 2,500.00	\$ 19,100.00	\$ 19,100.00	\$ 16,000.00	\$ 16,000.00
Slurry Seal, Type II (Square Yard)	340000	\$ 1.04	\$ 353,600.00	\$ 1.07	\$ 363,800.00	\$ 1.10	\$ 374,000.00
		<b>Total Schedule A:</b>	<b>\$ 356,100.00</b>	<b>Total Schedule A:</b>	<b>\$ 397,900.00</b>	<b>Total Schedule A:</b>	<b>\$ 395,000.00</b>
Schedule B- LaVerkin City	Quantity	M&M Asphalt		Morgan Pavement		Intermountain	
Mobilization (Lump Sum)	1	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
Traffic Control (Lump Sum)	1	\$ 500.00	\$ 500.00	\$ 1,775.00	\$ 1,775.00	\$ 3,000.00	\$ 3,000.00
Slurry Seal, Type II (Square Yard)	32000	\$ 1.04	\$ 33,280.00	\$ 1.07	\$ 34,240.00	\$ 1.24	\$ 39,680.00
		<b>Total Schedule B:</b>	<b>\$ 33,780.00</b>	<b>Total Schedule B:</b>	<b>\$ 37,515.00</b>	<b>Total Schedule B:</b>	<b>\$ 47,680.00</b>
Schedule C- Toiyabe City	Quantity	M&M Asphalt		Morgan Pavement		Intermountain	
Mobilization (Lump Sum)	1	\$ -	\$ -	\$ 2,260.00	\$ 2,260.00	\$ 5,000.00	\$ 5,000.00
Traffic Control (Lump Sum)	1	\$ 1,000.00	\$ 1,000.00	\$ 3,350.00	\$ 3,350.00	\$ 3,000.00	\$ 3,000.00
Slurry Seal, Type II (Square Yard)	60000	\$ 1.04	\$ 62,488.00	\$ 1.07	\$ 64,200.00	\$ 1.20	\$ 72,000.00
		<b>Total Schedule C:</b>	<b>\$ 63,488.00</b>	<b>Total Schedule C:</b>	<b>\$ 69,810.00</b>	<b>Total Schedule C:</b>	<b>\$ 80,000.00</b>
Schedule D- Leeds Town	Quantity	M&M Asphalt		Morgan Pavement		Intermountain	
Mobilization (Lump Sum)	1	\$ -	\$ -	\$ 5,220.00	\$ 5,220.00	\$ 5,000.00	\$ 5,000.00
Traffic Control (Lump Sum)	1	\$ 500.00	\$ 500.00	\$ 6,840.00	\$ 6,840.00	\$ 10,000.00	\$ 10,000.00
Slurry Seal, Type II (Square Yard)	121000	\$ 1.04	\$ 125,840.00	\$ 1.07	\$ 129,470.00	\$ 1.20	\$ 145,200.00
		<b>Total Schedule D:</b>	<b>\$ 126,340.00</b>	<b>Total Schedule D:</b>	<b>\$ 141,530.00</b>	<b>Total Schedule D:</b>	<b>\$ 160,200.00</b>
		<b>Total All Schedules:</b>	<b>\$ 579,620.00</b>	<b>Total All Schedules:</b>	<b>\$ 646,755.00</b>	<b>Total All Schedules:</b>	<b>\$ 682,880.00</b>

2/2/2018 at 1:07 p.m. Councilmember Ty Bringhurst made a motion to accept the slurry seal bid from M&M Asphalt in the amount of \$63,400.00

2/2/2018 at 1:12 p.m. Councilmember Keen Ellsworth via phone seconded the motion and voted aye to accept the bid.

2/2/2018 at 1:14 Councilmember Paul Heideman via phone voted aye.

2/2/2018 at 1:17 Councilmember Justin Sip via phone voted aye.

2/2/2018 at 1:19 Councilmember Mike Ruesch via phone voted aye.

Phone call poll vote complete at 1:22 p.m.





When recorded, return to:

Heath H. Snow, Esq.  
BINGHAM SNOW & CALDWELL, LLP  
253 W. St. George Blvd., Suite 100  
St. George, UT 84770

Affects Parcel No. T-107-B-1

## **SIGN EASEMENT AGREEMENT**

THIS SIGN EASEMENT AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between DIXIE NICOLE REAM (“Grantor”) and TOQUERVILLE CITY, a municipality and political subdivision of the State of Utah (“Grantee”).

### RECITALS

WHEREAS, Grantor owns certain real property (the “Ream Property”) located in Toquerville City, Washington County, State of Utah, more particularly known as parcel number T-107-B-1; and

WHEREAS, Grantee desires an easement across a portion of the Ream Property for the purpose of installing and maintaining entry/welcome signage and Grantor is willing to grant the easement in accordance with the terms and conditions of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual agreements, representations, warranties, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Conveyance of Easement. Grantor hereby grants, conveys, transfers and assigns to Grantee, its successors and assigns, a non-exclusive, permanent and perpetual easement (the “Sign Easement”) burdening the portion of the Ream Parcel more particularly described on Exhibit A hereto (the “Sign Easement Property”), for the purpose of the installation, operation, inspection, maintenance, repair and replacement of signage, as generally depicted on Exhibit B hereto. Grantee reserves the right to alter the design of the signage as depicted on Exhibit B at its sole discretion.

2. Conveyance of Utility Easement. Grantor hereby grants, conveys, transfers and assigns to Grantee, its successor and assigns, a non-exclusive, permanent and perpetual utility easement (the “Utility Easement”, and collectively with the Sign Easement, the “Easements”) burdening the Ream Parcel for the purpose of the installation, operation, inspection, maintenance, repair and replacement of electrical service, and any other utility service that may reasonably be necessary, to the signage.

3. Appurtenant Rights for the Benefit of the Easements. Grantee shall, in order to aid and assist Grantee in the full and beneficial use of the Easements, have (1) the reasonable right of access to the Sign Easement Property over the Ream Property, (2) the reasonable right to install electrical service to the signage over the Ream Property, and (3) the right, but not the obligation, to clear, keep clear, and remove from the Sign Easement Property all trees, vegetation, undergrowth and other obstructions that may interfere with location, installation, operation or maintenance of the signage installed thereon.

4. Covenants of Grantor. Grantor hereby covenants with Grantee that Grantor is lawfully seized and possessed of the Ream Property, that Grantor has good and lawful right to convey the Easements without permission or joinder of a mortgagee, and that the Ream Property is free from all encumbrances and liens relating to title of whatsoever nature. Grantor covenants to not build, construct, or create or permit others to build, construct or create any buildings or other structures or landscape that may interfere with the view, location, installation, operation, or maintenance of the signage and other improvements installed pertaining thereto.

5. Limitations. Nothing herein shall be deemed a gift or dedication of any portion of the Ream Property to the general public. Nothing herein is to be deemed a waiver by Grantee of immunity arising under the Utah Governmental Immunity Act. Nothing herein is to be deemed to authorize Grantor to erect any signs on the Ream Property except in according with all applicable laws and ordinances.

6. Miscellaneous.

6.1. Interpretation. Captions and headings are used for reference only and must not be used in construing or interpreting this Agreement. All recitals set forth at the beginning of this Agreement are, by this reference, fully incorporated into this Agreement and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this Agreement are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to this Agreement in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "party" and "parties" refer only to a named party or parties to this Agreement unless the context requires otherwise. All parties have jointly participated in the negotiation and drafting of this Agreement upon advice of their own, independent counsel or had the opportunity to do so, and this Agreement must be construed fairly and equally as to all parties as if drafted jointly by them.

6.2. Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, representatives, successors and permitted assignees. This Agreement is intended for the exclusive benefit of the parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party.

6.3. Entire Agreement. The parties intend that this Agreement is the final expression of their agreement and constitutes their entire understanding regarding this subject matter. This Agreement supersedes any previous or contemporaneous negotiations or communications of any kind between the parties and contains all of the terms agreed upon between the parties. No party relied on any other term, warranty, and/or covenant as an inducement to enter this Agreement.

6.4. Amendment. The parties shall not amend or modify this Agreement in any way unless in writing signed by the parties.

6.5. Further Action. Each party shall promptly do any act or execute and deliver any document reasonably necessary to carry out the intent of the parties in consummating this Agreement.

6.6. Severability. If any court of competent jurisdiction declares any portion of this Agreement unenforceable, the parties shall deem such portion as severed from this Agreement, and shall deem the remaining parts of this Agreement, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of this Agreement. The parties shall replace any such unenforceable portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.

6.7 Forum and Law. Utah law shall govern this Agreement without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

6.8 Attorney's Fees. In any civil action to enforce this Agreement commenced in a court of proper jurisdiction, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney's fees and costs incurred by the prevailing party, including pre-litigation efforts related to the dispute that is the subject of the commenced action.

6.9 Execution. By executing this Agreement below, the parties acknowledge that (1) they have read this Agreement, (2) they understand its terms, (3) they have had the opportunity to have this Agreement reviewed by independent counsel, (4) they have the full and complete authority to execute this Agreement on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of this Agreement in full. The failure of any party to date the party's signature will not affect the validity of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

GRANTOR

By: \_\_\_\_\_  
Dixie Nicole Ream

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Dixie Nicole Ream.

\_\_\_\_\_  
NOTARY PUBLIC

GRANTEE

\_\_\_\_\_  
Lynn Chamberlain, Toquerville City Mayor

Attest:

\_\_\_\_\_  
Dana McKim, Toquerville City Recorder

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this \_\_\_\_\_, 2018, before me personally appeared Lynn Chamberlain and Dana McKim, whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are the Mayor and City Recorder, respectively, of Toquerville City, a municipality of the State of Utah, and that the foregoing document was signed by them on behalf of the City by authority of a resolution of its governing body, and they acknowledged before me that Toquerville City executed the document and the document was the act of Toquerville City for its stated purpose.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A

Sign Easement Property Legal Description

EXHIBIT B  
Signage Depiction

# Account 0425259

## Location

Account Number 0425259  
Parcel Number T-107-B-1  
Tax District 11 - Toquerville Town  
Acres 18.49  
Situs 0, 0

Legal S: 11 T: 41S R: 13W BEG NE COR SEC 14 T41S R13W; TH S ALG SEC/L 1320 FT; TH W 900 FT; TH S36\*25' W 300 FT; TH N86\*36' W 242.50 FT; TH S 1058 FT; TH N39\*14' W 996 FT; TH N 514 FT; TH W TO PT ON ELY LN ST HWY; TH N42\* W ALG ELY LN SD HWY 1 CH; TH N81\* E 7 CHS; TH N53\*10' E 8 CHS; TH N09\* E 6.6 CHS; TH N18\* W 3 CHS; TH N10\* W 4 CHS TO N LN SEC 14; TH NWLY TO WLY COR LOT 1 JAMES JACKSON'S SUR; TH SE1/4 SEC 11; TH NELY ALG L/L LOT 1 TO W LN WM BRINGHURST PRPTY; TH S 4 RDS; TH N71\*30' E 14 RDS; TH N57\* E 14 RDS; TH N34\* E 14 RDS TO PT 4 RDS S OF NE COR LOT 1; TH S ALG SEC/L TO POB.  
LESS: LAND IN CHOLLA CREEK PUD PH 1 AMD.  
LESS: LAND IN TRAIL RIDGE ESTATES PH 1.  
LESS: LAND IN TRAIL RIDGE ESTATES PH 1 AMD & EXT.

LESS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N00\*18'39"W, ALONG THE SECTION LINE, 409.59 FEET; THENCE N90\*00'00"E, 8.61 FEET TO THE POINT OF BEGINNING. SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 43, TRAIL RIDGE ESTATES PHASE 1 "AMENDED AND EXTENDED" SUBDIVISION: THENCE DEPARTING SAID SUBDIVISION AND RUNNING S71\*51'14"E, 254.20 FEET; THENCE S41\*31'07"E, 211.34 FEET; THENCE S13\*09'18"W, 222.19 FEET; THENCE S33\*21'35"W, 400.00 FEET; THENCE S56\*38'25"E, 110.00 FEET; THENCE S48\*09'43"E, 50.55 FEET; THENCE S56\*38'25"E, 100.00 FEET; THENCE N33\*21'35"E, 24.20 FEET; THENCE S56\*38'25"E, 100.00 FEET; THENCE S47\*12'25"E, 50.69 FEET; THENCE S56\*38'25"E, 150.40 FEET; THENCE S38\*51'35"W, 232.51 FEET; THENCE S56\*33'26"W, 477.43 FEET; THENCE S86\*11'28"W, 110.00 FEET TO A POINT LOCATED ON THE EAST LINE OF GRAND CANYON PARKWAY; THENCE ALONG SAID EAST LINE THE FOLLOWING FIVE (5) COURSES: N03\*48'32"W (RECORD

## Owner

Name REAM DIXIE NICOLE  
191 E GRAND TETON ST  
TOQUERVILLE, UT 84774

## Value

Market (2017)	\$62,300
Taxable	\$62,300
Tax Area: 11	Tax Rate:
	0.011402
Type	Actual Assessed Acres
Ag Land	\$62,300 \$62,300 20.750



BEARING=N02\*57'26"W), 164.33 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, AND A CENTRAL ANGLE OF 25\*07'56"; THENCE NORTHERLY ALONG SAID CURVE, 188.62 FEET; THENCE N28\*56'29"W (RECORD BEARING=N28\*05'23"W), 57.63 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET, AND A CENTRAL ANGLE OF 16\*05'19"; THENCE NORTHERLY ALONG SAID CURVE, 216.21 FEET; THENCE N12\*51'10"W (RECORD BEARING=N12\*00'04"W), 29.44 FEET TO THE SOUTHWEST CORNER OF LOT 59, OF SAID TRAIL RIDGE ESTATES PHASE 1 "AMENDED AND EXTENDED"; THENCE N77\*08'50"E (RECORD BEARING=N77\*59'56"E), 120.48 FEET TO THE SOUTHEAST CORNER OF SAID LOT 59; THENCE N01\*39'41"W (RECORD BEARING=N00\*48'35"W), 113.87 FEET TO THE NORTHEAST CORNER OF SAID LOT 59. SAID POINT ALSO BEING LOCATED ON THE SOUTH LINE OF LOT 57; THENCE N88\*20'19"E (RECORD BEARING=N89\*11'25"E), ALONG THE SOUTH LINE OF LOT 57 AND LOT 56, 100.52 FEET TO AN ANGLE POINT ON THE SOUTH LINE OF SAID LOT 56; THENCE N48\*14'03"E (RECORD BEARING=N49\*05'09"E), ALONG THE SOUTHEASTERLY LINE OF SAID LOT 56, 123.56 FEET TO THE COMMON CORNER TO LOTS 55 AND 56; THENCE N02\*37'44"E, (RECORD BEARING=N03\*28'50"E), 157.17 FEET TO THE COMMON CORNER TO LOTS 54 AND 55; THENCE N08\*29'02"E, (RECORD BEARING=N09\*20'08"E), ALONG THE EAST LINE OF SAID LOT 54 AND LOT 53, 200.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 53; THENCE N81\*30'58"W, (RECORD BEARING=N80\*39'52"W), ALONG THE NORTH LINE OF SAID LOT 53, 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 53. SAID POINT ALSO BEING LOCATED ON THE EASTERLY LINE OF CRATER LAKE WAY; THENCE ALONG SAID STREET LINE THE FOLLOWING THREE (3) COURSES: N08\*29'02"E, (RECORD BEARING=N09\*20'08"E), 21.15 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, AND A CENTRAL ANGLE OF 46\*34'03"; THENCE NORTHEASTERLY ALONG SAID CURVE, 24.38 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 108\*47'21"; THENCE NORTHERLY ALONG SAID CURVE, 94.94 FEET TO THE SOUTHEAST CORNER OF LOT 45 OF SAID PHASE 1; THENCE N11\*40'27"E, (RECORD BEARING=N12\*31'33"E), 94.70 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 45; THENCE N58\*20'40"W, RECORD BEARING=N57\*29'34"W), 85.54 FEET TO

THE NORTHWESTERLY CORNER OF SAID  
LOT 45. SAID POINT ALSO BEING  
LOCATED ON THE SOUTHEASTERLY  
LINE OF SAID LOT 43; THENCE  
N31°39'20"E, (RECORD  
BEARING=N32°30'26"E), ALONG SAID  
LINE, 71.76 FEET TO THE POINT OF  
BEGINNING

**Parent Accounts 0107667**

0108368

0108376

0108392

**Parent Parcels T-107**

T-158

T-160

T-160-B-N

**Child Accounts 0541600**

0541618

0541626

0541642

0541709

0558992

0559008

0559016

0559024

0559032

0559040

0559057

0559065

0559073

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**Child Parcels T-CHCR-1-2**

T-CHCR-1-3  
T-CHCR-1-4  
T-CHCR-1-6  
T-CHCR-1-12  
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T-TRES-1-250  
T-TRES-1-10  
T-3-1-13-440

**Sibling Accounts**

**Sibling Parcels**

Transfers

<b>Entry Number</b>	<b>Recording Date</b>	
<a href="#">00386312</a>	<a href="#">06/28/1991 02:38:00 PM</a>	<a href="#">B: 608 P: 109</a>
<a href="#">00399117</a>	<a href="#">02/04/1992 03:07:00 PM</a>	<a href="#">B: 640 P: 441</a>
<a href="#">00526200</a>	<a href="#">03/13/1996 12:34:00 PM</a>	<a href="#">B: 982 P: 499</a>
<a href="#">00584449</a>	<a href="#">12/04/1997 12:21:00 PM</a>	<a href="#">B: 1155 P: 614</a>
<a href="#">00978471</a>	<a href="#">10/14/2005 04:10:00 PM</a>	<a href="#">B: 1802 P: 1974</a>
<a href="#">20070058542</a>	<a href="#">12/12/2007 03:43:38 PM</a>	
<a href="#">20080013710</a>	<a href="#">04/03/2008 04:01:35 PM</a>	
<a href="#">20080019783</a>	<a href="#">05/13/2008 04:39:15 PM</a>	
<a href="#">20090048182</a>	<a href="#">12/22/2009 03:58:25 PM</a>	
<a href="#">20100006647</a>	<a href="#">03/01/2010 04:23:46 PM</a>	
<a href="#">20100006648</a>	<a href="#">03/01/2010 04:23:46 PM</a>	
<a href="#">20100021977</a>	<a href="#">07/02/2010 12:54:08 PM</a>	
<a href="#">20100043974</a>	<a href="#">12/30/2010 10:52:48 AM</a>	

[20110000235](#)  
[20120003272](#)  
[20140020504](#)  
[20160000343](#)  
[20160011115](#)  
[20170027760](#)  
[20170031242](#)

[01/04/2011 09:18:39 AM](#)  
[01/31/2012 01:52:08 PM](#)  
[07/07/2014 12:42:16 PM](#)  
[01/05/2016 04:48:32 PM](#)  
[03/31/2016 04:00:12 PM](#)  
[07/06/2017 02:27:19 PM](#)  
[08/01/2017 09:29:14 AM](#)

**"Tax"**

<b>Tax Year</b>	<b>Taxes</b>
2017	\$710.34
2016	\$732.26

**Images**

- [GIS](#)



Yeikih Creek, Va

Proposed High Location

N State St

17

17

Google

**City of Toquerville**  
**MEETING AGENDA APPLICATION**



Date of Application: January 5, 2018

**Check One:**

Planning Commission /Land Use: \_\_\_\_\_ City Council: X Development Staff \_\_\_\_\_

Development Staff Meeting (1<sup>st</sup> Tuesdays) Attendance required for land use applications prior to appearance at Planning Commission. Date of next meeting: \_\_\_\_\_

Meeting Date Requested: February 8, 2018

Public Hearing Required: Yes \_\_\_\_\_ No X

Applicant Name: CROWN at Ash Creek, LLC

Mailing Address: 6880 S 700 W, Midvale UT 84047

Phone: 801-316-9112 Email: mike@utcns.com

PURPOSE OF APPEARANCE: Request impact fee waiver for affordable housing units to be constructed, under Utah Housing Corporation CROWN program. Reference ordinance 8-5-7. Contacts Mike Plaizier, 801-316-9112 or Kelly Peterson (Utah Housing Corporation) 801-902-8230.

**NOTE:** Other documents may be required prior to Scheduled Meeting. Deadline for submittal at discretion of Administrator. Applicant or representative must be in attendance at the meeting.

CITY USE

AGENDA APPLICATION

Date Received: \_\_\_\_\_ Date Agenda Item Approved: \_\_\_\_\_

Date Confirmed with Applicant: \_\_\_\_\_

FEES REQUIRED:

Public Hearing \$ \_\_\_\_\_

Land Use \$ \_\_\_\_\_

Administration \$ \_\_\_\_\_ Clerk's Signature \_\_\_\_\_



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Mayor Darrin LeFevre  
212 N Toquerville Blvd  
Toquerville, UT 84774

RE: CROWN at Ash Creek, LLC affordable Housing Project Impact Fee Waiver Request

Dear Mayor LeFevre,

CROWN at Ash Creek, LLC, an affordable housing project consisting of three affordable Single Family Residential (SFR) homes in Toquerville, is requesting a waiver of impact fees per city ordinance 8-5-7.

CROWN at Ash Creek, LLC applied for and received an award of Low Income Housing Credits to help fund affordable, single-family residential homes in Toquerville. These homes will be built under Utah Housing Corporation's CROWN (CRedits-to-OWN) program. The CROWN homes are rented for an initial 15-year compliance period and then later made available for purchase by the tenant occupying the home at the end of the 15 years.


The CROWN at Ash Creek, LLC homes will rent to households earning no more than 56% of the Area Median Income (AMI). The anticipated rents are \$799 per month (subject to changes in annual HUD rent and income limits) and a Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants (LURA) will be filed on each property preserving the affordability of the home for the duration of the compliance period.

Each home is approximately 1,450 sq. ft. and consists of four (4) bedrooms, two (2) bathrooms and a two (2) car garage.

Enclosed for your review is a copy the CROWN Program Statement, sample LURA, and photographs of similar homes that were built in Enoch.

We appreciate your consideration in waiving the city impact fees. Together, our combined efforts can help provide affordable housing opportunities to the residents of Toquerville City. Please contact me if additional information is required prior to the February 8, 2018, City Council meeting.

Best Regards,

  
Mike Plaizier  
Housing Plus (Managing Member)  
Utah Center for Neighborhood Stabilization  
6880 S 700 W, Office 102  
Midvale, UT 84047-4513  
801-316-9112  
[mike@utcns.com](mailto:mike@utcns.com)

Enclosures:  
CROWN Program Statement  
Sample LURA  
Photographs





# Utah Housing Corporation

## CROWN (CRedit to OWN) Program Statement

### AUTHORIZATION

Utah Housing Corporation, ("Corporation") was formed pursuant to the Utah Housing Corporation Act, Section 35A-8-701 et seq. Utah Code (the "Act"), wherein it was declared that "an adequate supply of decent, safe, and sanitary housing is essential to the well-being of the citizens of the state ... " and that "there continues to exist throughout the state a seriously inadequate supply of safe and sanitary dwelling accommodations within the financial means of persons and families of low and moderate income."

The Act permits the Corporation to enter into agreements with any instrumentality of the State, including counties, municipalities, housing authorities and redevelopment agencies, "for the purpose of ... providing for the financing and refinancing, construction, reconstruction, or rehabilitation, leasing, management, maintenance, operation, sale, or other disposition of any residential housing undertaken with the assistance of the Corporation."

The Act permits the Corporation to make loans for the construction and rehabilitation of residential housing for low and moderate income persons.

### BACKGROUND

Many of Utah's (urban and rural) communities are experiencing challenges in providing affordable housing while concurrently struggling with the deterioration of inner city/town neighborhoods. Particularly in rural communities, traditional multifamily apartment projects are often not a financially feasible means to address affordable housing issues. Communities with affordable housing issues desire to implement projects and programs which cause revitalization of deteriorating neighborhoods and stabilization to the greatest extent possible of their communities so as to provide their citizens with a secure quality living environment.

Many of Utah's citizens, for various reasons including financial history, health impairments and low economic value job skills are unable to and will in all likelihood remain unable to qualify for the purchase of a home of size and sufficiency to accommodate their family needs. Yet, many of these citizens demonstrate the ability to maintain a residence with the pride and care of a homeowner. A rent to own housing program offers 1) lower income citizens an opportunity for homeownership and 2) the local community a solution to these challenges.

### PROGRAM DESCRIPTION

#### General:

The Corporation has designed the CROWN program as a means to address both the problems and concerns of recipient communities and the desires of the recipient households through the development of modest yet quality single family housing dispersed throughout an existing community or as part of a new residential subdivision. CROWN endeavors to create long term neighborhood residents who, because they know they can realize the dream of owning the home they currently lease, take pride in maintaining the property as their own.

CROWN packages below market rate Corporation financing with Low Income Housing Tax Credits ("LIHTC") allocated by the Corporation to reduce the permanent mortgage on the homes. Deferred below market rate financing also helps to keep the rent low on the homes during the fifteen year rental period. This innovative financing creates modest single family housing affordable to households earning up to 60% of the area median income.

CROWN is designed to accommodate both scattered individual site development and planned subdivision development.

CROWN relies on public and private partnerships investing in a community's future.

Financial Structure:

*Financial Participants:* Land acquisition, development, or construction costs may be financed by the local participating government or other sources (HOME, CDBG, non-profit, etc) through a 15 year note (with limited extension provisions), 3% interest accrued annually with all payments of principal and interest deferred until maturity. This note is commonly referred to as the "Deferred Note". The Deferred Note is fully subordinated to the CROWN Note provided by the Corporation.

*Private Investment:* CROWN projects must apply for and receive a reservation of LIHTC. Private investment in the project through the purchase of these tax credits will finance part of the cost of improvements thus reducing the size of the debt service on the project. The Corporation packages several CROWN Projects together, secures the private investor (tax credit financing), and provides a streamlined set of investor approved program and lending documents that reduces project costs.

*Utah Housing Corporation:* Improvements to property not paid for with proceeds from the sale of tax credits or Deferred Note are financed by the Corporation at terms and rates adequate to meet the project objectives as determined by the Corporation through the amortizing CROWN Note. Corporation loans will include a maturity date parallel to the Deferred Note and the end of the fifteen year compliance period. A balloon payment of the CROWN Note is due at the maturity date. The Corporation may provide construction lending to certain CROWN projects. The Corporation's loan agreement requires monthly capital replacement reserve payments as well as payment of 50% of the annual cash flow into an excess cash flow reserve held by the Corporation.

Management:

The CROWN project owner (typically managed by the local participating governmental entity) selects tenants under the CROWN program guidelines which emphasize the long term commitment aspect of CROWN. Leases are for one year renewable terms and require tenants to assume most the property maintenance responsibility just as a homeowner would. A refundable monthly maintenance fee provides a reserve from which tenants may be rewarded for maintaining the property. These funds are refundable to the tenant at time of termination of their lease provided the home is in good condition.

Tenants sign a letter of understanding (disclosure) describing their opportunity to purchase the home upon expiration of the fifteen year rental period. The tenant also signs a LIHTC compliance agreement and lease which explain the fifteen year compliance requirements of the tax credit financing. The terms and conditions of sale are outlined in the LIHTC restrictive covenants which the project owner agrees to prior to award of the tax credits.

The project owner agrees to maintain the project in first class condition so as to preserve its value to the lender, investor, local government and tenant.

The project owner is prohibited from encumbering the project with debt unrelated to the project and is required to obtain consent from the Corporation prior to encumbering the project with any additional debt.

Sale of Homes/Repayment of Debt:

The home is sold at the end of the fifteen year tax credit compliance period for an amount equal to the unamortized CROWN Note owed to the Corporation including an Additional Amount that is calculated as a percentage of up to 40% of the original tax credit proceeds, the Deferred Note, and applicable sales taxes. The purchase price is not affected by the actual number of years a particular

tenant has occupied the home. The return of up to 40% of the tax credit proceeds, as a repayment feature under the CROWN Note, provides a unique ability under the financing structure to apply a portion of the original tax credit proceeds from a housing unit that is no longer "affordable" to a future affordable housing project. The Additional Amount collected from the sale of the home is applied to the \*CROWN Community Fund.

Two years prior to the end of the fifteen year compliance period, the project owner together with the Corporation will provide home-ownership and purchase meetings to the tenant to assist the tenant in preparation for the purchase of the home.

To prevent unearned windfall profits from being realized, a deed restriction secured with a trust deed at the time of sale to the tenant ties the tenant's ability to realize a profit on the subsequent resale of the property to the amount of time they have resided in the home. The tenant realizes a credit of 1/15th of the equity value at the time they purchase the home for each year they have occupied the home as a renter. They continue to earn 1/15th occupancy credit toward equity for each year they occupy it as an owner until eventually receiving full occupancy credit after 15 years. The owner's ability to earn equity is realized only during a subsequent resale of the home and has no guaranteed value. If the owner sells the home with less than 15 years of occupancy credit (unearned equity), the unearned equity is returned to the Corporation and applied to the \*CROWN Community Fund.

In the event the tenant is unable or unwilling to purchase the home upon completion of the fifteen year compliance period, the Corporation has the right to purchase the home or assign its right to a qualified housing provider. The qualified housing provider can sell or retain the home as an affordable rental.

#### **\*CROWN COMMUNITY FUND**

Each CROWN Note includes a provision for the payment of an Additional Amount which is due upon repayment of the CROWN Note when the home is sold. Since the inception of the program, the Corporation has been dedicated to reinvesting the Additional Amount as well as other funds which may be generated from the sale of a CROWN home to either: 1) the community from which the project originated or 2) the area which the managing member (of the ownership entity) serves. The funds are retained in a restricted account held by the Corporation as each home in a project is sold. The Corporation requires a written proposal from the managing member for disposition of the CROWN Community Fund to be used solely for affordable housing purposes.

*For more information on the CROWN Program, contact the CROWN Program Manager at  
801-902-8200.*

When Recorded Return to:

Utah Housing Corporation  
2479 S. Lake Park Blvd.  
West Valley City, Utah 84120  
Attn: Vice President, Multifamily Finance Division

**LOW-INCOME HOUSING CREDIT COMMITMENT AGREEMENT**  
**AND DECLARATION OF RESTRICTIVE COVENANTS**

This Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants (this "Agreement") is made effective as of the \_\_\_ day of \_\_\_\_\_, 2017 by and between «Owner\_Name», LLC, a Utah limited liability company, its successors and assigns (the "Owner"), and **UTAH HOUSING CORPORATION** ("Utah Housing"), a public corporation of the State of Utah.

**RECITALS:**

WHEREAS, section 42 of the Internal Revenue Code of 1986, as amended (the "Code"), provides for the allocation of low-income housing credits to taxpayers who construct, acquire and/or rehabilitate a qualified low-income housing building;

WHEREAS, Utah Housing is the state housing credit agency which has been designated by Utah law as the agency responsible for the allocation of low-income housing credits for the State of Utah pursuant to IRC § 42;

WHEREAS, Owner was formed, in part, to construct, acquire and/or rehabilitate rental residential housing throughout the State of Utah;

WHEREAS, an application has been made to Utah Housing, which application is on file with Utah Housing and is hereby incorporated herein by this reference, for the allocation of low-income housing credits with respect to the construction, acquisition and/or rehabilitation of that certain qualified low-income housing project (the "Project") consisting of «LIHTC\_Units» \_\_\_-bedroom, \_\_\_ bath qualified low-income housing building(s) located in «City», Utah;

WHEREAS, each qualified low-income housing building (hereafter the "CROWN Home") covered by this Agreement is located upon and being a part of the real property whose respective addresses and building identification numbers (B.I.N.) are described in Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, pursuant to section 42(h) of the Code, a carryover allocation of low-income housing tax credits has been made with respect to the Project;

WHEREAS, Owner represents that the Project satisfies the requirements of section 42 of the Code, as a qualified low-income housing project, and Owner represents it will maintain the Project in conformity and continuous compliance with section 42 of the Code, the applicable regulations thereunder, as the same may hereafter be amended, any other federal or state requirements applicable thereto, and this Agreement;

WHEREAS, Utah Housing has relied on the information submitted by Owner in its application with respect to the Project in allocating low-income housing credits to the Project, as the same may have been amended;

WHEREAS, Utah Housing is unwilling to make a final allocation of any low-income housing credits to Owner for the Project unless Owner shall, by entering into and pursuant to this Agreement, consent and agree to the conditions and restrictions set forth herein and make a declaration of restrictive covenants with respect to the CROWN Home as set forth herein;

WHEREAS, pursuant to the CROWN Program, a program created by Utah Housing in order to expand the availability of affordable housing in Utah, Utah Housing has agreed to provide loans to Owner to finance each of the buildings of the Project, on terms more favorable than those generally available commercially;

WHEREAS, one of the purposes of the CROWN Program, to the extent permitted by law, is to allow each qualified low-income tenant (each a "Tenant") the right of first refusal to purchase the CROWN Home they rent following the completion of the 15-year compliance period (as such term is defined in section 42 of the Code) for a purchase price which is equal to the authorized debt outstanding which is secured by their CROWN Home and applicable Taxes (as more particularly described below);

WHEREAS, while the CROWN Program provides the opportunity for the original Tenant of a CROWN Home to occupy the CROWN Home during the entire 15-year compliance period before becoming the purchaser of the CROWN Home for such purchase price, it is possible that more than one Tenant will occupy the CROWN Home during that period;

WHEREAS, if the purchaser of a CROWN Home has not been the Tenant for the entire 15-year period, then that Tenant should be entitled to only a pro-rata share of the appreciation of the CROWN Home during that time;

WHEREAS, Utah Housing is willing, therefore, to allocate tax credits for the Project only on the condition that Owner agrees to cause a Tenant who purchases a CROWN Home and who has occupied that CROWN Home for less than 15 years to become contingently liable, until such time as that person has occupied that CROWN Home for a total of 15 years (including time both as a renter and an owner), to pay to Utah Housing a portion of the difference between the purchase price and the fair market value of that CROWN Home;

WHEREAS, Owner, under this Agreement, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of each CROWN Home shall be and are covenants running with the land for the term stated herein and binding upon all subsequent owners of each CROWN Home for such term set forth herein, and are not merely personal covenants of Owner;

NOW THEREFORE, in consideration of the mutual premises set forth above, and based upon the mutual covenants and promises hereinafter set forth, and such other valuable consideration the receipt and sufficiency of which are hereby acknowledged, Owner and Utah Housing agree as follows:

## **SECTION I. MANAGEMENT OF PROJECT**

Owner covenants and agrees as follows:

- 1.1 General Maintenance. Owner will:
  - (a) maintain each CROWN Home in good condition and make all reasonable and necessary renewals, replacements, additions and improvements thereof and thereto;
  - (b) maintain or cause to be maintained, with financially sound insurers of nationally recognized stature and responsibility, insurance with respect to each CROWN Home of such a nature, with such terms and in such amounts as a prudent person would maintain with respect to similar properties; and
  - (c) set aside on its books from its earnings for each calendar year, in amounts deemed adequate pursuant to an approved budget for such year all proper reserves that should be set aside from such earnings in connection with the operations of the Project, including reserves for depreciation, obsolescence and/or amortization, repairs and maintenance, third party insurance payments, repayment of debts or financial obligations, claims and accruals for Taxes.
- 1.2 Rent Restricted Units. Owner agrees that, throughout the extended use period as set forth in Section 2.9 below, 100% of the Project shall be rent restricted, as defined in section 42 of the Code.

1.3 Maximum Rent. Owner agrees that, throughout the extended use period as set forth in Section 2.9 below, each CROWN Home will be leased for a maximum monthly rental fee which equals «AMI»% of Area Median Income. This maximum monthly rental amount is calculated as follows:

- (a) First, multiply the monthly rent limit applicable to the CROWN Home as calculated by Utah Housing for the applicable year, based on bedroom size, based on 50% of Area Median Income by 2 (to arrive at a rental amount based on 100% of Area Median Income);
- (b) Second, multiply the product derived in (a) above by 55%:

provided, however, that with the written approval of Utah Housing, such approval to be given or withheld in Utah Housing's sole discretion, the multiplier in this Section 1.3 may be increased to such percent as approved by Utah Housing up to but not exceeding 60%.

For purposes of determining the maximum monthly rental fee pursuant to this section, the maximum monthly rental fee amount shall include the allowance for Tenant-paid utilities as provided in section 42 of the Code or notices or regulations issued or promulgated for thereunder.

1.4 Maximum Tenant Initial Income. Owner agrees that, throughout the extended use period as set forth in Section 2.9 below, each CROWN Home will be leased to individuals who, at the time of initial occupancy, have a combined qualified household income, as determined in accordance with section 42 of the Code, which is 60% or less of the Area Median Income; provided, however, that with the written approval of Utah Housing, such approval to be given or withheld in Utah Housing's sole discretion, the limitation in this Section 1.4 may be increased to such percent of Area Median Income as approved by Utah Housing up to but not exceeding 60%.

1.5 Nondiscrimination. Owner will not discriminate against any Tenant or prospective Tenant on any unlawful basis. Owner will comply in all respects with all applicable federal, state and local laws, rules, regulations and Executive Orders relating to housing and employment.

1.6 Compliance with Law, etc. Owner will not (a) violate any laws, ordinances, governmental rules or regulations to which it or any CROWN Home is or may become subject, including without limitation any Environmental Laws, or (b) fail to obtain or maintain any licenses, permits, or other governmental authorizations necessary to the ownership of each CROWN Home.

## **SECTION II. LOW-INCOME HOUSING TAX CREDIT MATTERS**

2.1 Applicable Fraction. Owner agrees that the applicable fraction, as defined in section 42(c)(1) of the Code, for each CROWN Home whose B.I.N. and address is specified in Exhibit A of this Agreement, for each taxable year in the compliance period and the extended use period, as such terms are defined in section 42 of the Code, will not be less than 100%.

2.2 Rent Restricted Unit. Owner agrees that for each taxable year in the compliance period and the extended use period, as such terms are defined in section 42 of the Code, each CROWN Home shall be both rent restricted, as defined in section 42 of the Code, and occupied by individuals whose income does not exceed the limit in Section 1.4 above. Owner agrees to not refuse to lease a CROWN Home to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 because of the status of the prospective Tenant as such a holder.

2.3 Notification of Non-Compliance. Owner agrees to not take or permit to be taken any action which would have the effect or result, directly or indirectly, of subjecting a CROWN Home to non-compliance with section 42 of the Code, as the same may be amended from time to time, the regulations issued thereunder, any other state or federal requirements or any provisions of this Agreement. If Owner becomes aware of any incidence or manner in which the CROWN Home does not comply with section 42 of the Code, or this Agreement, Owner shall notify Utah

Housing within 20 days after the date Owner becomes aware of such non-compliance. As required by Income Tax Regulation section 1.42-5(e)(3), Utah Housing shall notify the Internal Revenue Service of any non-compliance of which Utah Housing becomes aware.

2.4 Ownership. Owner represents and warrants, upon execution and delivery of this Agreement, that it has good and marketable title to each CROWN Home, free and clear of Liens and encumbrances, except for Liens approved by Utah Housing. Owner agrees that no portion of a CROWN Home may be sold, transferred or conveyed to any Person unless all of such CROWN Home is sold, transferred or conveyed to such Person.

2.5 Release and Indemnification. Owner agrees to release and hold Utah Housing, its officers, directors, employees and agents harmless from any claim, loss, liability, demand or judgment incurred by or asserted against Owner resulting from or relating to the allocation of low-income housing credits, or the recapture thereof by the Internal Revenue Service, or the monitoring of the Project's compliance with section 42 of the Code, and this Agreement. Further, Owner agrees to indemnify and hold Utah Housing, its officers, directors, employees and agents harmless from any claim, loss, liability, demand or judgment incurred by or asserted against Utah Housing, its officers, directors, employees and agents as a result of or in any way related to the allocation to Owner of low-income housing credits, or the recapture thereof, or the monitoring of the Project's compliance with section 42 of the Code and this Agreement. Owner represents that it has independently reviewed the applicable allocation documents providing for the allocation of low-income housing tax credits for the CROWN Home to ensure the correctness and validity of the same, and has not relied on any representation or statement from Utah Housing with respect to Owner's entitlement to the allocation of low-income housing tax credits for the CROWN Home.

2.6 Monitoring of Compliance. Owner acknowledges that Utah Housing, or its delegate, is required to monitor the Project's compliance with the requirements of section 42 of the Code, and the covenants of this Agreement. Accordingly, Owner agrees to pay such fees required by, and otherwise comply with the obligations, terms and conditions of Utah Housing's Compliance Monitoring Plan, as the same may be amended from time to time. As a condition to leasing the CROWN Home, a Tenant shall be required to provide sufficient documentation to substantiate income levels of all individuals residing therein. All fees owing by the Owner pursuant to this Section 2.6, together with late charges and interest thereon and all fees, charges, and costs associated with collecting delinquent amounts hereunder, including, without limitation, court costs and reasonable attorney fees, shall be secured by a lien on the CROWN Homes in the Project in favor of Utah Housing, which lien may be foreclosed in accordance with applicable law. To evidence such a lien, Utah Housing may prepare a written notice of lien setting forth the unpaid fees, the date due and the amount remaining unpaid. Such a notice shall be signed and acknowledged by Utah Housing and may be recorded in the office of the county recorder of the county in which the CROWN Home is located. No notice of lien shall be recorded until there is a delinquency in the payment of fees. A lien arising under this Section 2.6 has priority over each other lien and encumbrance on the CROWN Home except (i) a lien or encumbrance recorded before this Agreement or a notice thereof is recorded, (ii) a security interest on the Project secured by a mortgage or deed of trust that is recorded before a recorded notice of lien under this Section 2.6, or (iii) a lien for real estate taxes or other governmental assessments or charges against the CROWN Home. Such a lien may be enforced by sale or foreclosure of such lien in accordance with the provision of Utah law regarding the enforcement of a deed of trust or, at the option of Utah Housing, by a judicial foreclosure. For purposes of nonjudicial or judicial foreclosure of the lien created hereby, (a) Utah Housing shall be considered to be the beneficiary under a deed of trust, (b) the Owner shall be considered to be the trustor under a deed of trust, and (c) First American Title Insurance Company is hereby appointed as the trustee, with all the powers and rights of a trustee under a deed of trust under Utah law, Utah Housing may appoint a successor trustee at any time by filing for record in the office of the county recorder of the county in which the CROWN Home is situated, a substitution of trustee. The new trustee shall succeed to all the power, duties, authority, and title of the trustee named in this Section 2.6 and of any successor trustee. The execution of this Agreement by the Owner constitutes a simultaneous conveyance by the Owner of the CROWN Home in trust, with power of sale, to the trustee designated herein for the purpose of securing payment of all amounts due from the Owner to Utah Housing under this Section 2.6.

2.7 Annual Certification. Owner shall, in a form designed by Utah Housing, annually certify to Utah Housing its compliance with all the provisions of this Agreement and section 42 of the Code and regulations issued thereunder.

2.8 Inspection. Owner shall permit, during normal business hours, upon reasonable notice, any duly authorized representative of Utah Housing to inspect any books and records of Owner relating to the incomes of Tenants. Specifically, Owner shall make available to Utah Housing the documentation substantiating incomes of Tenants. As required by Income Tax Regulation section 1.42-5(e)(3), Utah Housing shall notify the Internal Revenue Service of any non-compliance with the provisions of section 42 of the Code, with which it becomes aware.

2.9 Extended Use Period. Owner and Utah Housing agree that the extended use period, as used in section 42 of the Code and this Agreement, means the period beginning on the first day in the compliance period, as defined in section 42 of the Code, on which a CROWN Home is a part of a qualified low-income housing project and ending on the date which is 35 years after the close of the compliance period (for a total of 50 years from the beginning date of the compliance period for a CROWN Home); however, notwithstanding the foregoing to the contrary, the extended use period shall terminate on the date a CROWN Home is acquired by foreclosure (or instrument in lieu of foreclosure), unless the IRS or Utah Housing determines that such acquisition is part of an arrangement of the Owner a purpose of which is to terminate the extended use period. Owner agrees that section 42(h)(6)(E)(i)(II) shall not apply to, and thus shall not cause the termination of, the extended use period applicable to any CROWN Home of the Project.

2.10 Eviction During and Following Extended Use Period. During the extended use period and the three-year period following the termination of the extended use period pursuant to a foreclosure (or instrument in lieu of foreclosure) on a CROWN Home, the Owner shall not (other than for good cause) evict or terminate the tenancy of any existing Tenant of a CROWN Home, or increase the gross rent, not otherwise permitted under section 42 of the Code.

2.11 Subordination. The Owner shall obtain the agreement of any prior recorded lienholder (excluding customary nonmonetary liens and encumbrances relating to easements, utilities and similar matters) of any CROWN Home whereby the prior recorded lienholder, and its assigns or successors in interest, agrees to not evict an existing low-income tenant (other than for good cause) and not increase gross rent with respect to a CROWN Home, not otherwise permitted under IRC § 42, for a period of three (3) years from the date of any foreclosure with respect to such CROWN Home. The foregoing agreement shall be placed of record in the real property records of the county in which the CROWN Home is located.

2.12 Recordation. This Agreement shall be placed of record in the real property records of the County in which the Project is located, and upon recording, Owner shall cause to be sent to Utah Housing an executed original of the recorded Agreement showing the date, deed book and page numbers of record. Owner agrees that Utah Housing may issue, but withhold delivery of, the Internal Revenue Service Form 8609 constituting final allocation of low-income housing credits until Utah Housing receives the recorded executed original of this Agreement.

2.13 Enforcement. All of the terms, provisions and restrictions of this Agreement, including without limitation those contained in this Section II, may be enforced by Utah Housing. In addition, Utah Housing and Owner acknowledge and agree that any individual who meets the income limitations applicable to the Project under section 42(g) of the Code (whether a prospective, present or former occupant of the Project) has the right to enforce in any Utah state court the requirements and conditions of Section II of this Agreement.

2.14 Statutory Changes. Utah Housing and Owner recognize that the provisions of section 42 of the Code may be amended from time to time. Owner agrees to maintain the Project in compliance and conformity with the requirements of section 42 of the Code, and the regulations issued thereunder, as the same are amended from time to time. However, if in the opinion of Utah Housing subsequent revisions to section 42 of the Code are so substantial as to necessitate amendment of this Agreement, this Agreement shall be amended to reflect such changes in the law governing the low-income housing tax credit program. In the event that section 42 of the Code is repealed or the requirements thereunder are substantially terminated, the parties agree that the provisions of section 42 of the Code, and/or all regulations issued thereunder, in effect on the date of such repeal or termination, as the case may be, shall apply for all purposes hereunder and shall be incorporated herein by this reference. In the event that the compliance period, as defined in section 42 of the Code, is hereafter reduced in duration, then the extended use period, as defined in Section 2.9 above, shall be reduced by a like period of time.



### SECTION III. RIGHT OF FIRST REFUSAL AND QUALIFIED BUYER

3.1 Right of First Refusal. Commencing on the first day following the close of the compliance period with respect to each CROWN Home, the Tenant of such CROWN Home shall have a right of first refusal to purchase such CROWN Home for the purchase price and on the terms set forth in Section 3.3 if either of the following occurs: (a) Owner receives a bona fide offer to purchase the CROWN Home, or (b) if Owner desires to sell the CROWN Home and obtains the prior consent of Owner's investor member (the "Investor Member") as defined under Owner's operating agreement, as amended (the "Operating Agreement"). The Tenant's right of first refusal shall lapse on the earlier of (y) sixty (60) days after the close of the compliance period or (z) the date Tenant notifies Owner that Tenant does not desire to exercise Tenant's right of first refusal ("Tenant's Right of First Refusal Period"). Tenant shall exercise the right of first refusal to purchase the CROWN Home by providing written notice to Owner of Tenant's intent to purchase the CROWN Home for the purchase price and on the terms set forth in Section 3.3. The closing of the purchase of the CROWN Home shall occur within a reasonable time thereafter, but not to exceed six months from the date of the exercise of Tenant's right of first refusal. The right of first refusal provided in this Section 3.1 shall lapse if Tenant's lease of the CROWN Home is terminated prior to closing on the CROWN Home. If Tenant's right of first refusal to purchase the CROWN Home lapses (or, is exercised following the occurrence of an event described in either (a) or (b) above, but Tenant fails to purchase the CROWN Home within six months following such exercise), Utah Housing (or its qualified designee that is an organization described in section 42(i)(7)(A) of the Code) shall have the right of first refusal to purchase the CROWN Home for the purchase price and on the terms set forth in Section 3.3. The right of first refusal provided under this Section 3.1 is intended to comply with, and qualify under, section 42(i)(7) of the Code as the same may be amended or interpreted from time to time by regulation or public pronouncement issued by the Internal Revenue Service. If any provision of this Section 3.1 is inconsistent with section 42(i)(7), as the same may be amended or interpreted, then such inconsistent provision shall be construed and applied in a manner so as to comply with section 42(i)(7).

3.2 Notice. On or about the first day of the 15th year of the compliance period with respect to the Project, Owner shall give the then existing Tenant of each CROWN Home, and Utah Housing, notice of their respective rights of first refusal to purchase the CROWN Home at the conclusion of the compliance period with respect to such CROWN Home if Owner desires, with the prior consent of the Investor Member, to sell such CROWN Home (the "Notice of Rights").

3.3 Purchase Price and Other Terms. The purchase price amount for which a CROWN Home shall be sold pursuant to Tenant's or Utah Housing's exercise of the right of first refusal set forth in Section 3.1 above shall be an amount equal to the sum of (i) all outstanding Indebtedness which is secured by the CROWN Home which was not incurred in breach of this Agreement, together with the "additional amount" as defined in the master loan agreement between Owner and Utah Housing, (ii) all federal, state and local Taxes attributable to such sale, (iii) a "gross-up" of all additional federal, state and local Taxes paid to offset Taxes in clause (ii) and this clause (iii) to the extent that such Taxes are fully covered by this element of the purchase price and (iv) any unpaid "return amount" then payable to Investor Member under the Operating Agreement. In addition, the sale shall be made on an "as is" basis, with no representations or warranties as to the CROWN Home except with respect to title thereto being free and clear of all financial Liens, and the purchaser shall be responsible for all closing costs, escrow charges, title insurance premiums, recording fees and, if required, the cost of the appraisal referred to below. If Tenant does not exercise Tenant's right of first refusal, the closing of the sale pursuant to the exercise of Utah Housing's right of first refusal shall take place no earlier than the first day after the expiration of the Tenant's Right of First Refusal Period.

3.4 Early Occupancy Termination Agreement. In the event that a Tenant purchases a CROWN Home pursuant to Section 3.1 and subsequently re-sells the CROWN Home when the Tenant's Occupancy Period with respect to the CROWN Home (as either a tenant or an owner after Tenant's purchase) is less than 15 years, the Tenant will be obligated to pay to Utah Housing an amount equal to the "Early Termination Amount". To evidence the purchaser's contingent obligation to pay the Early Termination Amount, at the closing of the Owner's sale of the CROWN Home to the Tenant, the Owner shall cause the Tenant to (i) enter into an Early Occupancy Termination Agreement with the Corporation in the form attached hereto as Exhibit B and (ii) execute a deed of trust in the form

customarily used by the title company closing the sale to secure the Tenant's obligation under the Early Occupancy Termination Agreement.

For the purposes of this Section 3, the following terms shall have the following meanings:

(a) "Early Termination Amount" shall mean an amount equal to the lesser of (i) the "Fair Market Value" of the CROWN Home, at the time of the Tenant's purchase pursuant to the right of first refusal, minus the amount the Tenant previously paid to purchase the CROWN Home multiplied by the "Early Termination Percentage" or (ii) the "Net Proceeds of Sale".

(b) "Occupancy Period" shall mean, as of any date, the total number of years (or portion thereof, measured to the closest number of months) that the Tenant has occupied the CROWN Home, either as tenant or as owner after Tenant's purchase. For example, if the Tenant leased the CROWN Home for 10 years, three months and 10 days prior to the closing of the Tenant's purchase, the Occupancy Period as of the date of purchase would be 10.25 years. If the Tenant subsequently re-sold the CROWN Home one year and nine months later, the Occupancy Period as of the date of re-sale would be 12 years.

(c) "Early Termination Percentage" shall mean the percentage which is equal to a fraction, the numerator of which is 15 minus the number of years (or portion thereof) in the Occupancy Period as of the date of the re-sale, and the denominator of which is 15. For example, if the Occupancy Period as of the date of the Tenant's purchase were 10.25 years, and then the Tenant re-sold the CROWN Home one year and nine months later, the Early Termination Percentage would be 20%  $[(15 - (10.25 + 1.75)) \div 15]$ , or 3 + 15, or 20%].

(d) "Fair Market Value" shall mean the fair market value of the CROWN Home at the time of purchase by the Tenant pursuant to the right of first refusal, as mutually agreed by the Tenant and Utah Housing prior to the closing of such purchase. In the event that the Tenant and Utah Housing cannot agree on the Fair Market Value, then Utah Housing shall engage an independent, MAI-certified (or equivalent) appraiser to appraise the property, whose written determination shall be deemed, for the purposes of this Agreement, to be the "Fair Market Value". The appraiser shall be instructed to disregard this Agreement in making the appraisal. In the event the appraisal is within 10% of the fair market value proposed by the Tenant, then Utah Housing shall pay all costs of the appraiser. In the event that the appraisal is more than 10% higher than the fair market value proposed by the purchaser, then the Tenant shall pay all costs of the appraiser.

(e) "Net Proceeds of Sale" shall mean, as to any re-sale of the CROWN Home at a time when the Occupancy Period has been less than 15 years, the amount to which the Tenant is entitled from the closing of a bona fide, arm's length re-sale of the CROWN Home after prepaying any bona fide indebtedness for home improvements to an institutional lender and paying usual and customary seller's closing costs, including recording and escrow fees, a reasonable sales commission and the premium for a standard form owner's policy of title insurance.

(f) Example. If, at the time of the Tenant's purchase pursuant to the right of first refusal, the Fair Market Value of the CROWN Home is \$100,000 and the purchase price paid by the Tenant for the CROWN Home is \$60,000, and the Occupancy Period as of the date of the subsequent re-sale is 12 years (10.25 years as tenant and one year and nine months as owner after Tenant's purchase of the CROWN Home), the Early Termination Amount would be \$8,000  $[(\$100,000 - \$60,000) \times 20\%]$ , or \$8,000, unless the Net Proceeds of Sale were less, in which case the Early Termination Amount would be such lesser sum.

3.5 Termination of Extended Use Period. Unless prohibited by law or the rules and regulations promulgated under section 42 of the Code, the acquisition of a CROWN Home after the close of the compliance period with respect to such CROWN Home pursuant to Section 3.1 above shall terminate the extended use period with respect to the CROWN Home being acquired and terminate the restrictive conditions, covenants and terms of this Agreement with respect to such CROWN Home, except for those obligations set forth in Section 3.4 above. The extended use period and the restrictive conditions, covenants and terms applicable to the other CROWN Homes of the Project, as provided for by this Agreement, shall not be affected by the sale of a CROWN Home covered by

this Agreement and the termination of the extended use period and restrictive conditions, covenants and terms of this Agreement with respect to the CROWN Home sold.

#### SECTION IV. INTERPRETATION OF AGREEMENT.

4.1 Definitions. Except as the context shall otherwise require, the following terms shall have the following meanings for all purposes of this Agreement:

The term "Affiliate", with respect to any Person (hereinafter "such Person"), shall mean any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, or is related to, such Person or another Affiliate of such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting stock or membership or partnership interests, by contract or otherwise. The term "Affiliate", when used herein without reference to any Person, shall mean an Affiliate of Owner.

The term "Area Median Income" shall mean the area median gross income for the county in which the Project is located as annually determined and published by H.U.D.

The term "Environmental Laws" shall mean and include any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any governmental authority pertaining to health or to the environment.

The term "H.U.D." shall mean the United States Department of Housing and Urban Development, or, in the event that another federal agency becomes the successor to H.U.D. for the purposes of this Agreement, such other agency.

The term "Indebtedness", with respect to any Person, shall mean all items, which in accordance with generally accepted accounting principles would be included in determining total liabilities as shown on the liability side of a balance sheet as at the date on which Indebtedness is to be determined. The term "Indebtedness" shall also include, whether or not so reflected, (a) obligations of such Person under any lease which is required under generally accepted accounting principles prevailing on the date of determination to be shown on the liability side of a balance sheet of such Person or which, whether or not required to be so shown, contains terms that require the payment of lease rentals whether or not the property leased thereunder shall exist or can be used for the purpose for which it shall have been leased, or provides for a termination payment calculated to be sufficient to retire any debt, obligations or liabilities secured by a Lien on such lease or on the property leased thereunder, (b) all obligations of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person and (c) all obligations of such Person to purchase any materials, supplies or other property, or to obtain the services of any other Person, if the relevant contract or other relative document requires that payment of such materials, supplies or other property, or for such services, shall be made regardless of whether or not delivery of such materials, supplies or other property is ever made or tendered or such services are ever performed or tendered. For the purposes of this Agreement, the term "guaranty", with respect to any Person, shall mean all obligations of such Person guaranteeing or in effect guaranteeing any Indebtedness, dividend or other obligation or investment of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including obligations incurred through an agreement, contingent or otherwise, by such Person (a) to purchase such Indebtedness, obligation or investment or any property or assets constituting security therefor; (b) to advance or supply funds (i) for the purchase or payment of such Indebtedness, obligation or investment or (ii) to maintain working capital or equity capital, or otherwise to advance or make available funds for the purchase or payment of such Indebtedness, obligation or investment; (c) to purchase property, securities or services primarily for the purpose of assuring the owner of such Indebtedness, obligation or investment of the ability of the primary obligor to make payment of such Indebtedness, obligation or investment; or (d) otherwise to assure the owner of such Indebtedness, obligation or investment against loss in respect thereof.

The term "Lien" shall mean any interest in property securing an obligation owed to, or a claim by, any Person, whether such interest shall be based on the common law, statute or contract, whether or not such interest shall be recorded or perfected and whether or not such interest shall be contingent upon the occurrence of some future event or events or the existence of some future circumstance or circumstances, and including the lien or

security interest arising from a mortgage, encumbrance, pledge, adverse claim or charge, conditional sale or trust receipt, or from a lease, consignment or bailment for security purposes. The term "Lien" shall also include reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting property.

The term "Owner" shall include any Person holding title to a CROWN Home and shall include all subsidiaries, if any, of Owner.

The term "Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, estate, unincorporated organization or government (or any agency or political subdivision thereof).

The term "Taxes" shall mean any tax based upon or measured by net or gross income, gross receipts, sales, use, ad valorem, transfer, franchise, capital stock, withholding, payroll, employment, excise, severance, occupation, premium, privilege, property, or conduct of business, together with any interest and penalties, additions to tax and additional amounts imposed by any federal, state, local, or foreign taxing authority upon any Person.

The term "Tenant" shall mean the persons or the family living in a CROWN Home.

4.2 Section 42 Definitions. All words, definitions and terms used in this Agreement that are defined or set forth in section 42 of the Code shall have the meanings given in such section 42 of the Code.

## SECTION V. MISCELLANEOUS

5.1 Term; Run with the Land. Owner intends, declares and covenants that the covenants, terms, provisions and restrictions set forth in this Agreement shall run with the land and shall bind, and the benefits and burdens shall inure to, Owner and Utah Housing, and their respective successors and assigns, and all subsequent owners of each CROWN Home or any interest therein, for the duration of the extended use period set forth in Section 2.9 above, which shall constitute the term of this Agreement. Upon the termination of the extended use period set forth in Section 2.9 above, this Agreement shall be deemed terminated and of no further force and effect, and Utah Housing shall execute a release for recordation purposes if so requested by the then owner of a CROWN Home.

5.2 Assignment by Utah Housing. Utah Housing may, at any time during the term hereof upon 30 days' written notice thereof, assign its rights hereunder or its obligations hereunder, or both, to any Affiliate of Utah Housing or any other political subdivision of the State of Utah. Utah Housing may assign its rights hereunder or its obligations hereunder, or both, to any party not specified in the preceding sentence only with the written consent of Owner, such written consent not to be unreasonably withheld or delayed. In the event Utah Housing assigns its obligations hereunder, Utah Housing shall have no further obligations or liabilities hereunder whatsoever from and after the date of such assignment.

5.3 Indemnification. Except to the extent caused by the negligence or intentional misconduct of Utah Housing, Utah Housing shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Owner or by any person whosoever may at any time be renting, using or occupying or visiting the Project or be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Owner or of any occupant, Tenant, visitor, or user of the Project or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Owner shall indemnify Utah Housing against all such claims and liability.

5.4 Notices. Each notice required to be given in this Agreement shall be in writing and shall be deemed to have been properly given or served by the deposit of such with the United States Postal Service, or any official successor thereto, designated as registered or certified mail, return receipt requested, bearing adequate postage and addressed as hereinafter provided. Each notice shall be effective upon being deposited as aforesaid and shall be deemed to have been received five business days from and after such deposit. Each notice may also be

served by personal service addressed as hereinafter provided. By giving to each other party at least 10 days' notice thereof, each party shall have the right from time to time during the term of this Agreement to change the address(es) thereof and to specify as the address(es) thereof any other address(es) within the United States of America.

- (a) To Owner: Each notice to Owner shall be addressed as follows:

«Owner\_Name», LLC  
«Owner\_Address»  
«Owner\_City», «Owner\_State» «Owner\_Zip»  
Attention: «Contact»

- (b) To Utah Housing: Each notice to Utah Housing shall be addressed as follows:

Utah Housing Corporation  
2479 S. Lake Park Blvd.  
West Valley City, Utah 84120  
Attention: President, CEO

- (c) To the Existing Tenant: Each notice to the then existing Tenant shall be addressed as follows:

[Current Resident]  
«Project\_Address»  
«City», Utah 84\_\_

[Current Resident]  
«Project\_Address»  
«City», Utah 84\_\_

[Current Resident]  
«Project\_Address»  
«City», Utah 84\_\_

[Current Resident]  
«Project\_Address»  
«City», Utah 84\_\_

5.5 Waiver. No express or implied consent to or waiver of any breach or default by a party in the performance by such party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such party of the same or any other obligations of such party under this Agreement. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such failing party of the rights of such failing party under this Agreement.

5.6 Severability. If any provision of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

5.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein.

5.8 Amendment. This Agreement may be amended only in a writing signed by each of the parties hereto.

5.9 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of Sections and Subsections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Sections or Subsections shall refer to the corresponding Section or Subsection of this Agreement unless specific reference is made to the articles, sections or other subdivisions of another document or instrument.

5.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

5.11 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors, assigns and legal representatives.

5.12 Directly or Indirectly. Any provision in this Agreement referring to action to be taken by any Person, or that such Person is prohibited from taking, shall be applicable whether such action is taken directly or indirectly by such Person.

5.13 Accounting Terms. All accounting terms used herein that are not otherwise expressly defined shall have the respective meanings given to them in accordance with generally accepted accounting principles at the particular time.

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

5.15 No Partnership. Nothing herein contained shall create between the parties hereto, or be relied upon by others as creating, any relationship of partnership, association, joint venture, or otherwise.

5.16 Attorneys' Fees. In the event that any party shall institute any action or proceedings against any other party relating to the provisions of this Agreement, or any default thereunder, then and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the prevailing party therein for the reasonable expense of attorneys' fees and disbursements incurred therein by the prevailing party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives as of the date first above written.

OWNER:

«Owner\_Name», LLC,  
a Utah limited liability company

By: «Care\_of»,  
«Org\_Type»

Its: \_\_\_\_\_

UTAH HOUSING:

UTAH HOUSING CORPORATION,  
a Utah public corporation

By: Jonathan A. Hanks  
Its: Senior Vice President & COO

By: «Contact»  
Its: \_\_\_\_\_

SAMPLE

STATE OF UTAH                    )  
  : ss.  
COUNTY OF «County»         )

On the \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared before me «Contact», the signer of the foregoing instrument, who duly acknowledged to me that s/he is the \_\_\_\_\_ of the «Care\_of», which is the \_\_\_\_\_ of «Owner\_Name», LLC, and that s/he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE         )

On the \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared before me Jonathan A. Hanks, the signer of the foregoing instrument, who duly acknowledged to me that he is the Senior Vice President & COO of Utah Housing Corporation and that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY, ADDRESSES AND B.I.N. NUMBERS**

That certain real property, situated in «County» County, State of Utah, and more particularly describes as follows:

Property Address: «Project\_Address», «City», Utah 84\_\_\_\_  
B.I.N. UT-17-\_\_\_\_\_

Property Address: «Project\_Address», «City», Utah 84\_\_\_\_  
B.I.N. UT-17-\_\_\_\_\_

Property Address: «Project\_Address», «City», Utah 84\_\_\_\_  
B.I.N. UT-17-\_\_\_\_\_

Property Address: «Project\_Address», «City», Utah 84\_\_\_\_  
B.I.N. UT-17-\_\_\_\_\_

SAMPLE

WHEN RECORDED, RETURN TO

Exhibit B

Utah Housing Corporation  
2479 S. Lake Park Blvd.  
West Valley City, Utah 84120  
Attn: President and CEO

**FORM OF EARLY OCCUPANCY TERMINATION AGREEMENT**

Re: \_\_\_\_\_, \_\_\_\_\_, UT 84\_\_\_\_ (the "Residence")

This Early Occupancy Termination Agreement (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (the "Purchaser") and the Utah Housing Corporation ("Utah Housing"), pursuant to that certain Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants dated \_\_\_\_\_, \_\_\_\_\_ (the "Declaration") between Utah Housing and \_\_\_\_\_, L.C., a Utah limited liability company (the "Project Owner"), which contains certain restrictions and requirements with respect to the Residence (which property is more particularly described in Exhibit A attached hereto). The Declaration provides that the Purchaser may purchase the Residence from the Project Owner at the specified price on the condition that the Purchaser and Utah Housing enter into a recorded agreement in this form. Accordingly, the Purchaser and Utah Housing agree as follows:

1. In consideration of Utah Housing providing the financing for the construction of the Residence and allowing the Purchaser to purchase the Residence on the special terms as provided in the Declaration, the Purchaser hereby agrees to pay Utah Housing the "Early Termination Amount" (as defined below) on the "Termination Date" (as defined below) if required pursuant to Paragraph 6 or on the date the Purchaser re-sells the Residence any time before the Termination Date. If payment is required, the Early Termination Amount is payable on the Termination Date or at the time of such re-sale.

For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Early Termination Amount" shall mean an amount equal to the lesser of:

(i) the "Fair Market Value" of the Residence minus the "Purchase Price" paid for the Residence multiplied by the "Early Termination Percentage", or

(ii) the "Net Proceeds of Sale".

For example, because the Fair Market Value of the Residence is \$ \_\_\_\_\_, the Purchase Price paid for the Residence is \$ \_\_\_\_\_, and the Occupancy Period as of now is [insert number of years of Occupancy Period to date] years, if the Purchaser re-sells the Residence one year and nine months from now, the Early Termination Amount would be \$ \_\_\_\_\_ [(\$ \_\_\_\_\_ - \$ \_\_\_\_\_), or \$ \_\_\_\_\_ x \_\_\_\_\_%, or \$ \_\_\_\_\_], unless the Net Proceeds of Sale were less, in which case the Early Termination Amount would be such lesser sum.

The maximum amount of the Early Termination Amount, which would be payable if the Purchaser re-sold the Residence tomorrow, would be \$ \_\_\_\_\_ [\$ \_\_\_\_\_ (the Fair Market Value) - \$ \_\_\_\_\_ (the Purchase Price), or \$ \_\_\_\_\_, x \_\_\_\_\_% [(15- \_\_\_\_\_ (the current Occupancy Period)) + 15]]. If the Purchaser remains in occupancy of the Residence as Purchaser's primary residence until the Termination Date, the Purchaser will owe nothing under this Agreement.

(b) "Early Termination Percentage" shall mean the percentage which is equal to a fraction, the numerator of which is 15 minus the number of years (or portion thereof) in the Occupancy Period as of the date of the re-sale, and the denominator of which is 15. For example, because the Occupancy Period as of now is \_\_\_\_\_ years, if the Purchaser re-sells the Residence one year and nine months from now, the Early Termination Percentage would be \_\_\_\_\_% [(15 - ( \_\_\_\_\_ + 1.75)) ÷ 15, or \_\_\_\_\_ ÷ 15, or \_\_\_\_\_%].

(c) "Fair Market Value" shall mean \$ \_\_\_\_\_.

(d) "Net Proceeds of Sale" shall mean, as to any re-sale of the Residence at a time when the "Occupancy Period" has been less than 15 years, the amount to which the Purchaser is entitled from the closing of a bona fide, arm's length sale of the Residence after repaying any bona fide indebtedness to an institutional lender and paying usual and customary seller's closing costs, including recording and escrow fees, a reasonable sales commission and the premium for a standard form owner's policy of title insurance.

(e) "Occupancy Period" shall mean, as of any date, the total number of years (or portion thereof, measured to the closest number of months) that the Purchaser has occupied the Residence as Purchaser's primary residence, both as Tenant and as owner. For example, the Purchaser has leased the Residence for \_\_\_ years, \_\_\_ months and \_\_\_ days to date, so the Occupancy Period as of now is \_\_\_ years. If the Purchaser subsequently re-sells the Residence one year and nine months from now, the Occupancy Period as of the date of re-sale would be \_\_\_ years [ \_\_\_ + 1.75].

(f) "Purchase Price" shall mean \$ \_\_\_\_\_, determined pursuant to Section 3.3 [5.3] of the Declaration prior to any adjustment to the Purchase Price for the payment of closing costs under the Real Estate Purchase Contract entered into by Purchaser.

(g) "Termination Date" shall mean \_\_\_\_\_, 20\_\_\_. [insert date 15 years after Purchaser first occupied Residence.]

2. The Purchaser agrees to give Utah Housing at least 30 days' written notice of any proposed sale of the Residence. This notice shall include the purchase price and the name of the buyer and shall have attached a copy of the purchase agreement. The notice shall be delivered to the address listed above or to such other address provided to the Purchaser by Utah Housing. The Purchaser shall not convey title to the Residence except in connection with a bona fide, arm's length sale.

3. The Purchaser will reimburse Utah Housing for all costs, expenses and reasonable attorneys' fees and costs, expended or incurred by Utah Housing in enforcing this Agreement, including but not limited to fees and costs for negotiation, litigation and bankruptcy representation.

4. The Purchaser may not assign its obligations hereunder. Utah Housing may assign its rights hereunder without the consent of the Purchaser. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Agreement expresses the entire understanding of the parties hereto and may not be altered or be amended except with the written consent of each of the parties.

6. If the Purchaser has not sold the Residence before the Termination Date and has remained in occupancy of the Residence as Purchaser's primary residence until such date, then the Purchaser shall so notify Utah Housing in writing within thirty days thereafter, and include with such notification reasonable written evidence that the Purchaser has remained in occupancy of the Residence as the Purchaser's primary residence until the Termination Date. Such evidence may include federal tax returns, utility bills or other written evidence that Utah Housing shall deem sufficient. In the event that Utah Housing determines that such evidence is sufficient, Utah Housing shall cause the deed of trust securing this Agreement to be released of record. If the evidence shows that the Occupancy Period was less than 15 years, then the Early Termination Amount must be paid in order for such deed of trust to be released.

7. The Purchaser and Utah Housing agree that they do not intend to be partners in the ownership of the Residence and that this Agreement shall not be interpreted as a partnership agreement. The Purchaser acknowledges that the sole purpose of this Agreement is to allow Utah Housing, for the consideration specified in Paragraph 1 above, to share a portion of the equity (if any) at the time of a re-sale.

IN WITNESS WHEREOF, the parties hereto have signed this Early Termination Agreement as of the day and year first above written.

THE PURCHASER:

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(name)

Dated: \_\_\_\_\_, 20\_\_

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed) and that said document was signed by her.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

UTAH HOUSING:

UTAH HOUSING CORPORATION

By: \_\_\_\_\_  
[name]

Its:

Dated: \_\_\_\_\_, \_\_, 20\_\_

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE )

On the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the \_\_\_\_\_ of Utah Housing Corporation and that said document was signed by him in behalf of said entity.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

Exhibit A

Description of Property

That certain real property located in \_\_\_\_\_ County more particularly described as follows:

Tax ID # \_\_\_\_\_

SAMPLE





Toquerville City  
**ZONE CHANGE APPLICATION**  
Fee: \$1,000.00



Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax No. \_\_\_\_\_

Agent (If Applicable): \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Address/Location of Subject Property: \_\_\_\_\_

Tax ID of Subject Property: \_\_\_\_\_ Existing Zone District: \_\_\_\_\_

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

**Submittal Requirements:** The zone change application shall provide the following:

- \_\_\_\_ a. The name and address of every person or company the applicant represents;
- \_\_\_\_ b. An accurate property map showing the existing and proposed zoning classifications;
- \_\_\_\_ c. All abutting properties showing present zoning classifications;
- \_\_\_\_ d. An accurate legal description of the property to be rezoned;
- \_\_\_\_ e. Stamped envelopes with the names and addresses of all property owners within 300 feet of the boundaries of the property proposed for rezoning;
- \_\_\_\_ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property.

**Additional fees may include the cost of amending the official zoning map, County recording fees, Attorney and engineering fees, General Plan and other city plan amendments.**

**Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.**

\*\*\*\*\*

(Office Use Only)

DATE RECEIVED: \_\_\_\_\_ COMPLETE: YES \_\_\_\_\_ NO \_\_\_\_\_

DATE APPLICATION DEEMED TO BE COMPLETE: \_\_\_\_\_

COMPLETION DETERMINATION MADE BY: \_\_\_\_\_

Signature



## **ZONE CHANGE APPLICATION (General Information)**

### **PURPOSE**

All lands within the City are zoned for a specific type of land use (single family residential, multi-family, commercial, industrial, etc). Zoning occurs as a means to provide for a relationship between various types of land uses which promotes the health, safety, welfare, order, economics, and aesthetics of the community. Zoning is one of the main tools used to implement the City's General Plan.

### **WHEN REQUIRED**

A zone change request is required any time a property owner desires to make a significant change to the use of his/her land. The change may be from one zone density (say 1 acre lots) to smaller lots (10,000 square foot lots). Or, it may be to an entirely different type of use, such as a change from single family zoning to multiple family or commercial zoning. Since the zone applied to your land limits what you can do, a rezoning application is typically the first step toward a change.

### **REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE**

When approving a zone change the following factors should be considered by the Planning Commission and City Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives and Policies of the City's General Plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

### **PROCESS**

Contact the Planning Department for when the deadline for submission is. After it is deemed complete, staff will review the request, and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public hearing where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public hearing, members of the public may also have questions or comments. At the public hearing the Planning Commission will review the application and staff's report, and forward a recommendation to the City Council of approval, approval with modifications, or denial the zone change application.

Upon receipt of the Planning Commission recommendation, typically 1-2 weeks after the Planning Commission action, the City Council will consider and act on the Commission's recommendation. The action of the City Council is final. If denied, a similar application generally cannot be heard for a year.

AFFIDAVIT  
PROPERTY OWNER

STATE OF UTAH                    )  
  :SS  
COUNTY OF                     )

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

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
(Notary Public)

Residing in: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Agent Authorization

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

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
(Notary Public)

Residing in: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# ***TOQUERVILLE CITY***

## **ORDINANCE # 2018-\_\_**

AN ORDINANCE AMENDING TOQUERVILLE CITY'S OFFICIAL ZONING MAP BY REZONING APPROXIMATELY \_\_\_\_\_ ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY \_\_\_\_\_ ("SUBJECT PROPERTY") FROM ITS PRESENT DESIGNATION OF \_\_\_\_\_ ( ) to \_\_\_\_\_ ( ).

### **RECITALS**

WHEREAS, Toquerville City ("City") is an incorporated municipality duly organized under the laws of the State of Utah;

WHEREAS, the City is authorized pursuant to Utah Code Annotated, Title 10, Chapter 9A, to enact ordinances necessary or appropriate for the use of land within the City's municipal boundaries;

WHEREAS, pursuant to Utah Code Annotated, Title 10, Chapter 3b, Section 301, the Toquerville City Council ("City Council") is designated as the governing body of the City.

WHEREAS, pursuant to Utah Code Annotated Title 10, Chapter 9a, Sections 502 thru 505, the City Council may only amend the City's Official Zoning Map to rezone properties within the City after the proper notice is given compliance with Utah Code Annotated Title 10, Chapter 9a, Section 205 and an ordinance on the subject receives a recommendation from the City's Planning Commission "Planning Commission" after a public hearing is held.

WHEREAS, the City has received a request submitted by an authorized agent of the Subject Property (which is described and/or depicted more fully in Exhibit "A" attached hereto and incorporated herein by this reference) requesting that it be re-zoned from its current zoning designation of \_\_\_\_\_ ( ) to the \_\_\_\_\_ ( ) zoning designation and that the City's Official Zoning Map be amended accordingly ("Zone Change Request").

WHEREAS, the Planning Commission has reviewed and made a recommendation to the City Council regarding the Zone Change Request and a draft of this Ordinance effectuating the same after providing proper notice and conducting a public hearing wherein public input was taken in compliance with Utah law and Title 10, Chapter 8 of the Toquerville City Code.

WHEREAS, after reviewing the recommendation from the Planning Commission, the City Council finds it to be in the best interest of the health, safety and general welfare of the City that the Zone Change Request be granted.

### **ORDINANCE**

NOW THEREFORE be it ordained by Toquerville City, Washington County, State of Utah, acting by and through the City Council:

1. Zone Change. The Subject Property located at approximately \_\_\_\_\_, within Toquerville City, Washington County, State of Utah, previously zoned \_\_\_\_\_ ( ) as shown on the City's Official Zoning Map is hereby re-classified and re-zoned to \_\_\_\_\_ ( ).
2. Amendment of City's Official Zoning Map. The City's Official Zoning Map is hereby amended and restated/redrawn to reflect the Zone Change set forth in Section 1, above.
3. Severability. If any Section, clause or portion of this Ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.
4. Conflicts/Repealer. This Ordinance repeals and supersedes the provisions of any prior ordinance in conflict herewith.
5. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council and execution by the Toquerville City Mayor.

ADOPTED AND APPROVED BY THE CITY COUNCIL this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ based upon the following vote:

Council Member:

Mike Ruesch	AYE ___	NAE ___	ABSENT ___
Keen Ellsworth	AYE ___	NAE ___	ABSENT ___
Ty Bringhurst	AYE ___	NAE ___	ABSENT ___
Justin Sip	AYE ___	NAE ___	ABSENT ___
Paul Heideman	AYE ___	NAE ___	ABSENT ___

TOQUERVILLE CITY  
a Utah municipal corporation

\_\_\_\_\_  
Lynn Chamberlain, Toquerville City Mayor

ATTEST:

\_\_\_\_\_  
Dana M. McKim, Toquerville City Recorder

**EXHIBIT "A"**  
to Toquerville City Ordinance 2018-\_\_

(Legal Description and/or Depiction of Subject Property)