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**PUBLIC NOTICE**

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, October 18, 2023, at approximately 7:15 p.m., or immediately following the MBA Meeting. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website [www.utah.gov](http://www.utah.gov), the Tooele City Website [www.tooelecity.org](http://www.tooelecity.org), and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org)

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

**AGENDA**

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Mayor's Golf Tournament Youth Recreation Grant Awards**
4. **Public Comment Period**
5. **Public Hearing and Motion on Ordinance 2023-37 An Ordinance of Tooele City Adopting the Downtown Element to the Tooele City General Plan**  
*Presented by Jared Stewart, Economic Development Director*
6. **Public Hearing and Motion on Ordinance 2023-42 An Ordinance of Tooele City to Amend Tooele City Code 7-14, Table 5, Regarding Lot Sizes within the In-Fill Area Overly Zone, Amendments Proposed by Robert Jalbert**  
*Presented by Andrew Aagard, Community Development Director*
7. **Preliminary Subdivision Plan Request for One O-Clock Hill by SJ Company to Subdivide Approximately 178 Acres Located at Approximately SR-36 (Main Street) and Settlement Canyon Road in the R1-7 Residential Zoning District**  
*Presented by Andrew Aagard, Community Development Director*
8. **Resolution 2023-90 A Resolution of the Tooele City Council Consenting to Mayor Winn's Appointments of Eric Niven, Crystal Larmore, and Julie Brough to the Library Board of Directors**  
*Presented by Chase Randall, Library Director*
9. **Resolution 2023-91 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Add a Bulk Culinary Water Fee for Limited Commercial Construction**  
*Presented by Jamie Grandpre, Public Works Director*

10. **Resolution 2023-89 A Resolution of the Tooele City Council Approving a Contract with Black & McDonald for Work on City-Owned Street Lights**  
*Presented by Jamie Grandpre, Public Works Director*
11. **Ordinance 2023-41 An Ordinance of Tooele City Amending Tooele City Code Section 10-3-30 Regarding the Removal of Illegally Parked Cars**  
*Presented by Adrian Day, Police Chief*
12. **Resolution 2023-87 A Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for the Peterson Industrial Depot's Development of Central States Manufacturing**  
*Presented by Jared Stewart, Economic Development Director*
13. **Resolution 2023-88 A Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for the Peterson Industrial Depot's Development of an Indoor Pickleball Facility ("The Kitchen")**  
*Presented by Jared Stewart, Economic Development Director*
14. **Invoices & Purchase Orders**  
*Presented by Michelle Pitt, City Recorder*
15. **Minutes**
16. **Adjourn**

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Michelle Y. Pitt, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations should notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2111 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org), prior to the meeting.

## TOOELE CITY CORPORATION

### ORDINANCE 2023-37

#### **AN ORDINANCE OF TOOELE CITY ADOPTING THE DOWNTOWN ELEMENT TO THE TOOELE CITY GENERAL PLAN.**

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

WHEREAS, the Tooele City General Plan was adopted by Ordinance 2020-47, on December 16, 2020, and includes various elements, including for land use, affordable housing, annexation, transportation, economic vitality, and parks, open space, and recreation; and,

WHEREAS, in addition to the General Plan and its elements, the City has adopted various master plans, including for culinary water, sanitary sewer, water conservation, and storm water; and,

WHEREAS, the City Administration and Planning Commission propose the adoption of a Downtown Master Plan as the Downtown Element to the General Plan; and,

WHEREAS, historically downtowns have been the economic and social hub of cities; downtown areas serve as common spaces where residents instinctively know to gather for shopping, business, and performing civic functions; city events such as festivals and parades most often occur downtown; and,

WHEREAS, downtowns are often organized around a core street (e.g., Main Street and Vine Street) or a common space such as a plaza or square (e.g., Veteran’s Memorial Park); and,

WHEREAS, Tooele City’s downtown has served residents since the City’s incorporation in 1853, beginning as a business district of small shops and government services that has expanded into a downtown area that spans from Utah Avenue (200 North) to 200 South and from Garden Street westward to 100 West on Vine Street, covering more than four City blocks; and,

WHEREAS, downtown areas can be more financially productive per acre than larger shopping centers on the outskirts of town: cities thrive when their downtowns thrive; and,

WHEREAS, for a downtown to be fully functional and competitive, it must also be interconnected with the surrounding community; a thriving downtown is one in which

surrounding neighborhoods are supportive, economically integrated, and socially connected to Main Street and the downtown area; and,

WHEREAS, the Downtown Master Plan effort is intended to encourage Tooele's historic center and downtown to develop and redevelop into a more vibrant center and resume its place as the heart of the community; Main Street and adjacent areas will be recognized as local and regional destinations, becoming a significant attraction for business, living, entertainment, and gathering; and,

WHEREAS, the Downtown Master Plan draft attached as Exhibit A was prepared by two experienced Utah planners, John Jansen and Jake Young, who both have Bachelor's and Master's degrees in planning-related fields, are both members of the American Planning Association (APA) and American Institute of Certified Planners (AICP), and who possess 63 years of combined professional planning experience; and,

WHEREAS, Jansen's and Young's preparation of the Downtown Master Plan included a rigorous process to obtain public input regarding the public's perceptions of and vision for Tooele City's downtown; and,

WHEREAS, Utah Code § 10-9a-403 and § 10-9a-404 provide for the municipal legislature to consider General Plan amendment recommendations given by the Planning Commission, and to approve, revise, or reject proposed General Plan amendments; and,

WHEREAS, on October 11, 2023, the Planning Commission convened a duly noticed public hearing and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as Exhibit B); and,

WHEREAS, on October 4, 2023, the City Council convened a duly-advertised public hearing; and,

WHEREAS, a Downtown Element to the General Plan is in the best interest of Tooele City and its residents and businesses:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that the Tooele City General Plan is hereby amended by adopting the Downtown Master Plan (Exhibit A) as the Downtown Element of the General Plan.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

# Exhibit A

## Downtown Master Plan

## Exhibit B

Planning Commission Minutes:

## Downtown Element

### Introduction

Historically, downtowns have been the economic and social hub of cities. Downtown areas serve as common spaces where residents instinctively know to gather for shopping, business, and performing civic functions. City events such as festivals and parades most often occur downtown. Downtowns are often organized around a core street (Main Street/Center Street) or a common space such as a plaza or square. With the growth of suburbs, suburban malls, online shopping, and the migration of residents, many American downtowns have become hollowed out, vacant, and economically depressed. However, even neglected downtown areas can be more financially productive per acre than larger shopping centers on the outskirts of town. Cities thrive when their downtowns thrive.



Figure 1 – Aerial Photo of Tooele City Downtown

Tooele City's Downtown has a historic past. It has served residents since the City's incorporation in 1853. It began as a business district of small shops and government services that has expanded into a Downtown area that spans from Utah Avenue (200 North) to 200 South and from Garden Street westward to 100 West on Vine Street. Downtown Tooele covers more than four entire City blocks.

The Downtown Tooele area is home to:

- City and County Offices.
- Tooele County Chamber of Commerce.
- U.S. Post Office.
- Veteran's Memorial Park.
- Historic Ritz Theater (began operating in 1939).
- Tooele Transcript Bulletin (the oldest continuous business in Tooele City).
- Entertainment (Drop Zone U Fun Center, an Escape Studio, rentable event space, and one bar).
- Restaurants (Virg's, Green Burrito, Vista Linda, Dairy Delight, Dimitri's Café).
- Shops, retail stores, barbershops & salons, offices, ecclesiastical spaces, and other businesses.





Figure 2 – Historic Photos of Downtown Tooele City

Recent changes have affected Downtown, and plans have been made for area improvements. These plans include:

- The addition of on-street parking on the west side of Main Street in 2023, just south of the post office parking.
- Participation in the Utah Main Street Program, including implementation of a state-funded façade improvements program with solicitations to property owners to apply.
- The re-establishment of a Downtown Alliance; a group of business and community members committed to improvements in downtown.
- A UDOT study looking at traffic calming and beautification.
- The creation and approval of a Historic District into the National Register of Historic Places (allowing for historic rehabilitation tax credits).
- Art and mural projects, funded by public and private donations.
- A wayfinding signage grant through the State Historic Preservation Office (2023).

# GENERAL PLAN



The boundaries of “downtown” Tooele may change over time. Tooele City has established a Downtown Overlay zone (Tooele City Code 7-16-2), which applies to properties between Utah Avenue (north), 100 South (south), Garden Street (east), and 50 West (west). While all of “downtown” is zoned for General Commercial uses, the Downtown Overlay has specific allowances and requirements which can be viewed in City Code.

In 2019 the State Historic Preservation Office identified boundaries based on the significance of historic commercial structures still existing in the downtown area. These were primarily non-residential. State recommendations informed the Historic District boundaries as listed on the National Register of Historic Places. The listing may be found at <https://ushpo.utah.gov/shpo/national-register/>.

For Downtown to be fully functional and competitive, it must also be interconnected with the surrounding community. A thriving downtown is one in which surrounding neighborhoods are supportive, economically integrated, and socially connected to Main Street and the downtown area. Today more individuals and families are determining where to live based on the nature of the place rather than the cost of living or the location of their jobs. There is a growing need for developing walkable, vibrant, safe, and beautiful places to attract new residents, businesses, and tourism. Tooele City has the opportunity to capitalize on its existing features and incorporate new approaches to restore Downtown as the heart and soul of the City.

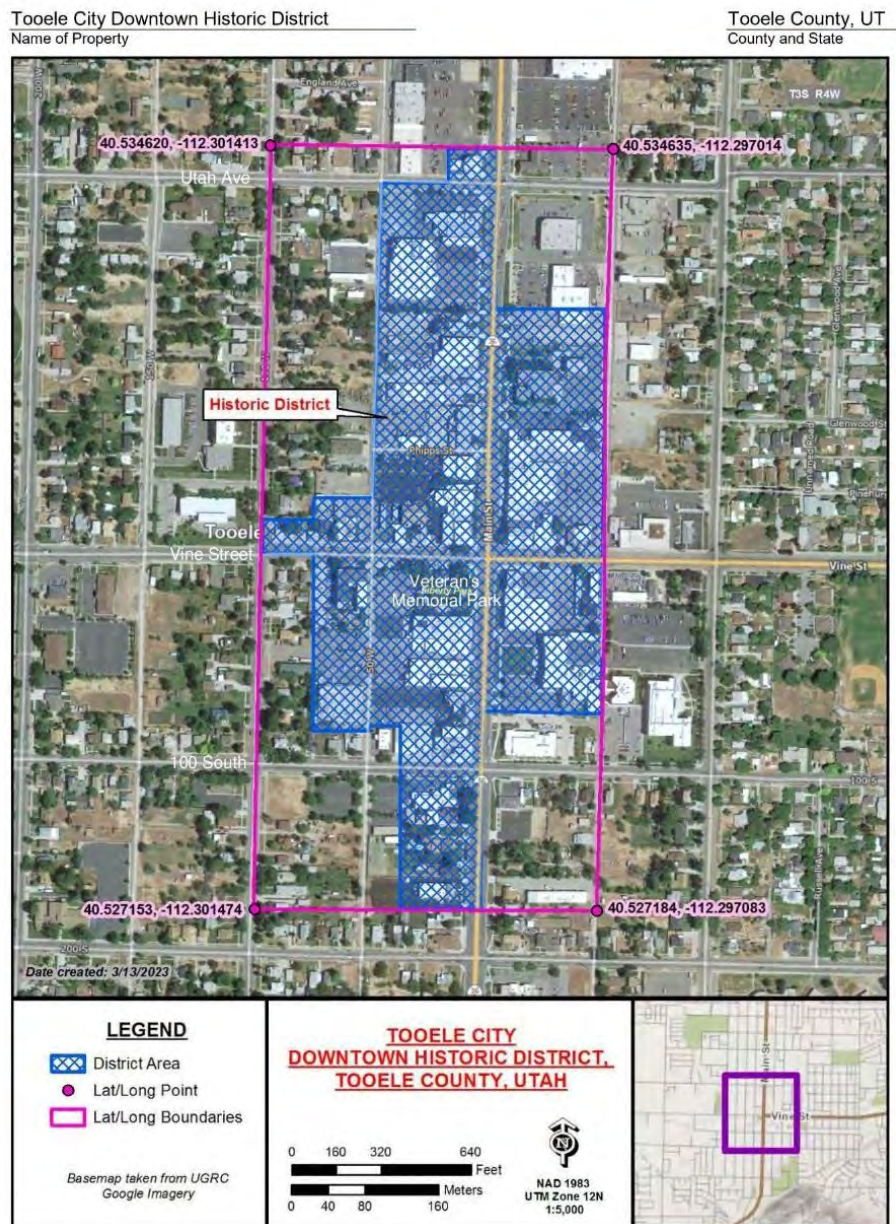


Figure 3 – Map of the Tooele City Downtown Historic District as developed with the State Historic Preservation Office.

DOWNTOWN ELEMENT

## Vision for Downtown

Tooele's historic center and downtown will (re)develop into a vibrant center and become the heart of the community. Main Street and adjacent areas will be recognized as local and regional destinations. Downtown will be re-imagined as a significant place for business, living, entertainment, and gathering.

### Downtown Goals and Strategies

The following actions have been crafted and evaluated throughout the planning process to help Tooele City realize its vision for Downtown:

#### **Goal #1: Main Street (Street and Streetscape)**

*Collaborate with UDOT to change downtown Main Street into a place that is safe, comfortable, and pleasant for people walking, biking, driving vehicles, and using transit.*



#### Strategies

- Work with UDOT to plan for and move forward on a Mid-valley Highway (a truck route bypass).
- Implement traffic calming methods (bulb-outs, crosswalks, planters, pedestrian crossings, etc.). Do so in partnership with UDOT in strategic locations identified to not reduce traffic lanes.
- Beautify the streetscape with street trees, planter beds, and seasonal pots with flowers.
- Install additional streetscape furniture, including benches, banners, unique lights/posts, drinking fountains, and trash/recycle receptacles.
- Install unique sculptures and art.
  - Tooele City recently added Bison sculptures.
  - This could include art pieces and sculptures which are available for purchase (to offer change periodically).
- Work with UDOT to lower the Main Street speed limit Downtown.

#### Street and Streetscape Priorities (next five years)

- Choose two beautification projects to accomplish within the 5-year timeframe.
- Choose two traffic calming projects to accomplish within the 5-year timeframe.
- Evaluate several street lighting alternatives and choose one to provide a distinct sense of arrival. Continue the chosen street light east and west in the downtown area (Vine Street).
- Survey respondents ranked street amenities (trees, lighting, benches, planter boxes, etc.) as the most important improvement to Main Street.

## **Goal #2: Visual Appearance**

*Work with landowners, business leaders, and community members to invest in remodels and new construction to create a beautiful and unique Downtown character.*



### Strategies

- Continue regular meetings with business and property owners; provide information about grants and encourage application.
- Seek and apply for grants to assist in remodels and façade improvements for buildings.
- Review and update zoning ordinances/design standards for buildings, signs (including blade/projecting signs), and landscaping.
- Provide incentives to landowners and developers to improve the aesthetics of their properties on existing and new construction.
- Implement water-wise landscaping to beautify the Downtown area with trees, plants, and seasonal flowers.
- Improve parking area pavement, markings, access, and lighting; consider purchasing privately owned parking lots as possible.

### Visual Appearance Priorities (next five years)

- Consider the types of trees planted on Downtown streets. Consider the Tooele City Street Tree guide and choose trees that will provide shade and visibility to the adjacent business. Consider more than one type of tree, especially for the side streets. Flowering trees could create a seasonal interest. Strategically plant trees on the boundary of buildings to increase visibility.
- Target several businesses to encourage participation in storefront/façade enhancements.
- Modify the downtown commercial zoning to emphasize historical design and consider adopting design standards.
- Promote Downtown with consistent branding both on signage and digital content.

### **Goal #3: Gathering Places**

*Improve existing and develop additional outdoor gathering places that can host both large and small community events. Gathering places should be multi-functional and provide a sense of place to visitors and residents.*



### Strategies

- Consider modifications to Veteran’s Memorial Park to be an active space that creates additional reasons for people to visit repeatedly. If privately owned parking lots adjacent to City property could be acquired, consider expanding the size of Veteran’s Memorial Park to accommodate larger events.
- Maintain and improve Vine Street to continue to provide a unique role in the Downtown area.
- Improve additional side street streetscapes, businesses, and land uses to offer more options and a network of walkable and mixed-use streets (with recognition that public right of way is limited).
- Identify properties that could be targeted for redevelopment and coordinate with property owners to improve utilization of non-historically contributing properties.
- Create additional smaller gathering places for outdoor dining, street shopping, and residents. Additional gathering places may include alleys, courtyards, parklets, and others.
- Get people Downtown 250+ days per year. Add programed activities at Veteran’s Memorial Park; consider a plaza design, programing, and management plan. Coordinate with partners (Downtown Alliance or Tooele City Arts Council, as examples) to operate programs.

### Gathering Places Priorities (next five years)

- Acquire privately owned parking lots to maximize efficiency of existing spaces and bring more people downtown.
- Develop a plan to create an active community space at Veteran’s Memorial Park; consider expansion of the park and improved amenities that would give people reasons to spend time downtown.
- Extend street improvements/beautification efforts to 100 East and 100 West to create distinction for the downtown and better connections to the adjacent neighborhoods.

## **Goal #4: Land Use**

*Develop a vibrant, mixed-use Downtown with significant opportunities for businesses, residential living, and entertainment.*



### Strategies

- Continue to remove barriers to attract and develop additional Downtown residential living opportunities. Housing choices should include a variety of options for both low-income and market rate. Consider water conservation policies to minimize the water impact of new development. Incentivize quality housing projects in Downtown.
- Continue to promote mixed-used buildings and development.
- Focus economic development efforts on expanding and retaining existing business. Advertise the vacancies and changes.
- Consider creative finance mechanisms to assist downtown development and improvements; grants, tax-based, and other.
- Coordinate with the Downtown Alliance, the Tooele County Chamber of Commerce, and businesses to promote best practices. This could include (for example) principles from National Main Street America such as consistent business hours and storefront window displays.
- Foster relationships between property owners; empower multi-owner private reinvestment projects.
- Consider ways to help property owners meet building code requirements and improve safety in an affordable manner.

### Land Use Priorities (next five years)

- Review City ordinances and policies to create more incentives for housing development within the Downtown area.
- Resolve any identified barriers to downtown development, such as water availability, parking, and connectivity.

## **Goal #5: Parking and Connectivity**

*Improve existing parking areas, alleys, and secondary streets to create a network for both pedestrians and vehicles.*



### Strategies

- Create a plan to improve Garden Street and 50 West for an enhanced pedestrian experience. Incorporate these secondary roads into City events.
- Create a parking network with connections to Main. Coordinate public parking and consider wayfinding efforts to help visitors find existing parking.
- Identify and select specific alleys to be more pedestrian and business friendly.
- Promote the use of the alley for outdoor dining, not as just a delivery and parking space.
- Coordinate and improve shared parking opportunities for businesses, residents, landowners, and government organizations. Maximize parking resources without consuming unnecessary land for parking. Consider re-striping parking to maximize use.
- Review and update parking policies and ordinances.
- Explore the use of a parking district and acquisition of privately-owned lots.
- Develop and implement wayfinding parking signage to help visitors, residents, employees, and others easily find parking areas, including those behind buildings.

### Parking and Alleys Priorities (next five years)

- Identify one west side alley running east and west to transform as a demonstration space to increase gathering and business activity.
- Work with private property owners adjacent to Veteran's Memorial Park to create more shared parking, especially for events.
- Enhance 50 West to allow for better pedestrian access and outdoor dining.

## **Goal #6: Destination for Activities and Entertainment**

*Develop Downtown as a regional destination with activities and entertainment for families, residents, and visitors.*



### Strategies

- Develop a unique Downtown Tooele City brand that is known throughout the region.
- Promote and encourage appropriate businesses and activity centers that will attract and benefit teenagers.
- Develop a program that plans Downtown activities for more than 250 days a year and daily interest.
- Continue to run and expand Tooele City's established Downtown events and activities. Develop and promote new events for Main Street and Downtown. Work with businesses, non-profits, and the Downtown Alliance when planning events.
- Create a capital improvement plan to address upgrades to existing venues and plans for new venues.
- Focus on attracting businesses, restaurants, and entertainment to make Downtown an experience.
- Pursue funding and grant opportunities.
- Incorporate restaurants and food trucks into events to improve attendance and support businesses.

### Destination for Activities and Entertainment Priorities (next five years)

- Consider expanding the Downtown to 100 East and 100 West to create more opportunities in the Downtown area.
- Work on the Veteran's Memorial Park to become an active place. Activity in the Park will create more demand for new and existing businesses.
- Create connections to 50 West that involve spreading the activity to the secondary road.



## Downtown Planning Process

From Fall 2022 to Summer 2023, the City developed the Downtown Master Plan utilizing a planning process that included the following:

- **Stakeholder Focus Groups:** The planning team held three focus groups to gain insight into Downtown needs. Groups were comprised of English- and Spanish-speaking business owners, employees, residents, developers, and City staff and officials. Key takeaways from these sessions included:

  - A desire for greater community awareness of what is available Downtown.
  - The need for grant acquisition to address high rent and buildout costs (which have created long-term vacancies of both commercial and residential units Downtown).
  - Discussion regarding the use of Downtown open space, including deliberation on whether to increase the use of Veterans Park and other existing gathering spaces or to develop a new community plaza.
  - Freight/truck traffic on Main Street and the associated noise create uncomfortable conditions for pedestrians and visitors.
  
- **Public Survey:** The planning team conducted a public online survey to learn about stakeholder interests and concerns regarding the Downtown area. There were 613 survey responses, a majority of which came from Tooele City residents. Survey responses revealed the following:

  - There is little housing availability Downtown. Many respondents, however, expressed that there is already too much housing in the City and they want to stop the growth they see happening.
  - There is a lack of vibrancy Downtown. Respondents long for walkability and outdoor events, citing desirable characteristics like landscape features, murals and art, lighting (seasonal and for safety), bike routes, and a consistent event schedule and location.
  - There is a common desire for more dining and shopping variety. Respondents want new businesses—both locally-owned, small businesses as well as major chains and magnets—but they are deterred by current shops that are hard to find and have poor service or hours of operation.



- **Presentation to Planning Commission:** The planning team presented its analysis of stakeholder responses to the Planning Commission and City Council with recommendations, including:
  - Developing destination gathering places.
  - Promoting mixed-use development, including housing, to bring new investment Downtown.
  - Making Main Street more beautiful and pedestrian-friendly, including traffic calming as much as possible.
  - Promoting Vine Street, alleys, and other side streets as pedestrian destinations.
  - Maximizing existing parking through signage, striping, and shared parking arrangements.
- **Draft of Vision, Goals, and Strategies:** The team drafted elements of this Downtown Master Plan in preparation for presentation to the public.
- **Public Open House and Survey:** The team held a public open house in City Hall displaying preliminary goals and strategies and seeking public insight via an online survey. Responses to the survey expressed majority support for the goals. Survey respondents ranked street amenities (trees, lighting, benches, planter boxes, etc.) as the most important improvement to Main Street.

## TOOELE CITY CORPORATION

### ORDINANCE 2023-42

#### **AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 7-14, TABLE 5, REGARDING MINIMUM LOT SIZE FOR LOTS WITHIN THE IN-FILL AREA OVERLAY DISTRICT.**

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

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

WHEREAS, UCA Chapter 10-9a Part 5 authorizes Utah municipalities to enact land use regulations (formerly commonly known as zoning ordinances), for example, building heights; and,

WHEREAS, Robert Jalbert has submitted an application requesting that Table 5 of the In-Fill Area Overlay be amended to include an additional row that would permit lots within Geographic areas "A" and "B" of the In-Fill Overlay to be reduced in size to 80% of the minimum lot size requirement of the underlying zoning district; and,

WHEREAS, reducing the lot size to 80% of the minimum lot size requirement of the underlying zoning district would provide existing In-Fill Area Lots just shy of the acreage necessary to subdivide the opportunity to subdivide, enable more development possibilities for existing lots, utilize existing public infrastructure and assist in providing reductions in costs for new housing units; and,

WHEREAS, minimum lots widths and building setbacks would not be impacted by this proposed amendment; and,

WHEREAS, reducing the lot size to 80% of the minimum lot size requirement of the underlying zoning district would increase the unit density of 1 acre of subdividable property in the In-Fill Area Overlay from approximately 5 units per acre to approximately 6 units per acre; and,

WHEREAS, the City Council discussed the request in its October 4, 2023, public work meeting (see the presentation attached as Exhibit A and,

WHEREAS, the Planning Commission convened a public hearing, as required by UCA 10-9a-205 for land use regulations and by TCC 7-1A-6 for revisions to the City zoning ordinance, on October 11, 2023 and voted to recommend approval of this ordinance to the City Council (see the Staff Report attached as Exhibit B and the Planning Commission minutes attached as Exhibit C); and,

WHEREAS, the City Council convened a public hearing, as required by TCC 7-1A-6 for revisions to the City zoning ordinance, on October 18, 2023; and,

WHEREAS, the City Council finds that this ordinance is in the best interest of Tooele City because the reduction in lot size will enable existing In-Fill Area Lots just shy of the acreage necessary to subdivide the opportunity to subdivide, enable more development possibilities for existing lots, utilize existing public infrastructure and assist in providing reductions in costs for new housing units.

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that Tooele City Code Chapter 7-14, Table 5, is hereby amended as shown in Exhibit D.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 202\_.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

August 2, 2023, City Council  
Public Work Meeting Presentation

### *Ordinance Amendment Request*

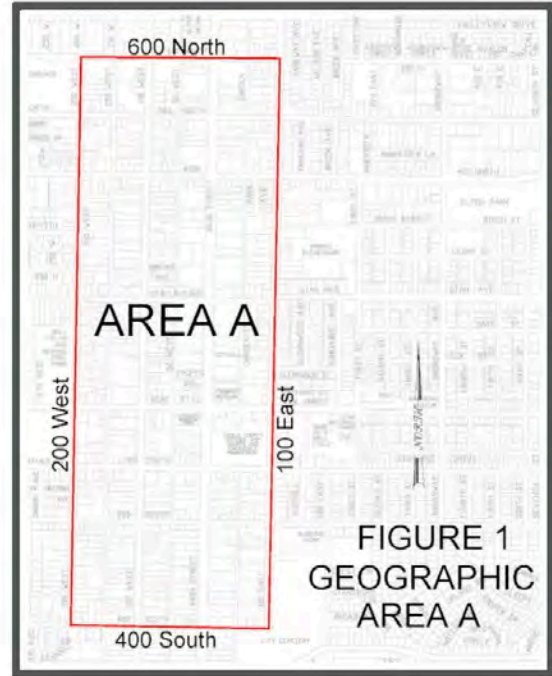
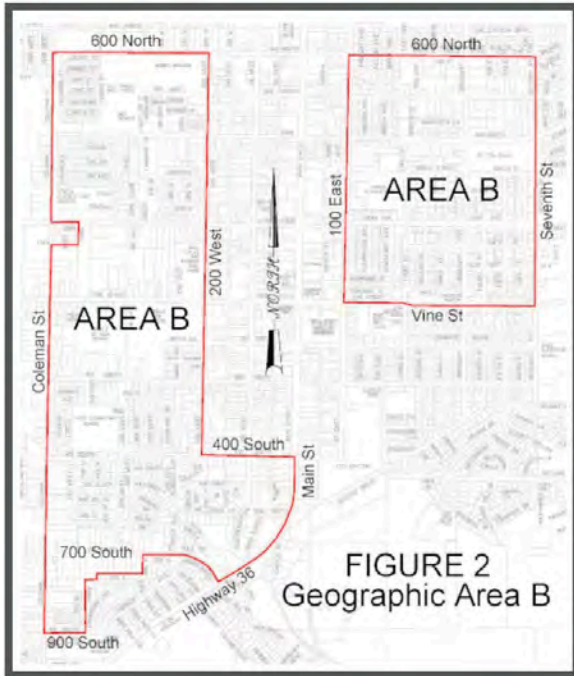
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**Request by:** *Robert Jalbert*

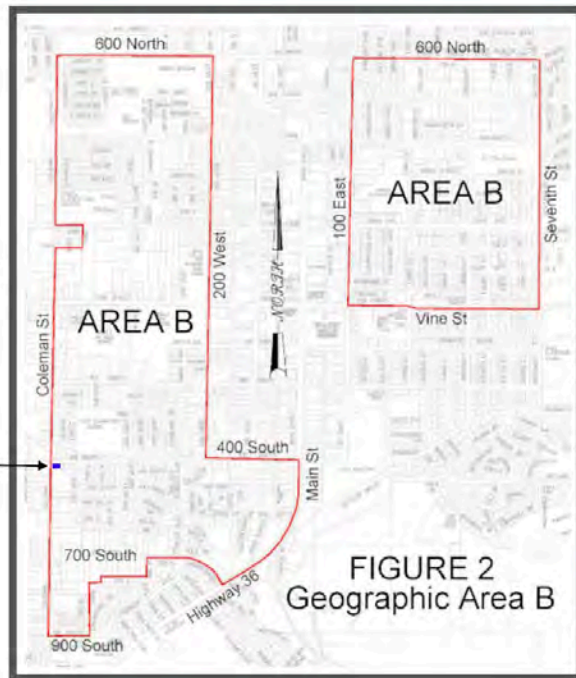
**Code Section Affected:** *TCC 7-14 Table 5: In-Fill  
Overlay District Development Standards.*

**Proposed Amendment:** *Add a new category to the  
Development Standards column for "minimum lot  
size." Add a new row stating "may reduce to 80% of  
underlying zoning district."*





*Mr. Jalbert's  
Property*



## *What Are the In-Fill Areas?*

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*In-Fill areas provide reductions in development standards and costs to encourage new development and re-development of property where the necessary supporting infrastructure has already been constructed and does not require the addition of resources and infrastructure to fulfill the needs of the new development or re-development.*



## *Reductions*

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**Building Setbacks:** *Reductions of 65% and 80% in front, rear and side yard setbacks.*

**Total Lot Coverage:** *Total lot coverage increased by 35%, 20% and 10%.*

**Water Rights:** *Reduction of fee-in-lieu by 50% and 25%.*

**Lot Size:** *No Reductions  
Currently Provided*







*Current Conditions*

**Current Zone: R1-7**

**Lot Size Requirement: 7,000 SF**

**Current Lot: .28 Acres / 12,196 SF**

**If Subdivided: 6,098 SF**

**Lacking: 900 SF / New Lot**

**1800 SF Needed to**

**Subdivide**

*Currently, 14,000  
square feet is  
needed to  
subdivide.*



*Existing Lots*

*Currently*

*at .14 Acres*



## *How Can This Benefit Tooele City?*

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- 1. Greater Flexibility for lots that don't have sufficient acreage to subdivide.*
- 2. Provide additional, slightly smaller lots serviced by existing infrastructure, could serve to reduce the cost of housing.*
- 3. Encourage more development within the In-Fill Area Overlay zones.*



## *Could this be Detrimental to Tooele City?*

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- 1. There are many larger parcels of undeveloped ground that could increase their density with reductions in lot size, unless, language is added to the In-Fill Overlay table that states density must follow the maximum density permitted by the overlying zoning district which is 5 units per acre.*
- 2. Greater demands on existing infrastructure resulting in upgrades to existing facilities?*



Exhibit B

Staff Report

**STAFF REPORT**

October 4, 2023

**To:** Tooele City Planning Commission  
Business Date: October 11, 2023

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, Community Development Director

**Re: In-Fill Area Overlay – Ordinance Text Amendment Request**

Applicant: Robert W Jalbert

Request: Request for approval of a Code Text Amendment regarding proposed revisions to the Tooele City Code 7-14 Table 5 In-Fill Overlay District Development Standards regarding minimum lot sizes.

**BACKGROUND**

This application is a request for approval of Code Text Amendment to the Table of Development Standards for lots in the In-Fill Area Overlay Districts as defined in Table 5 of Tooele City Code 7-14. The proposed text amendment addresses minimum lot sizes for lots within the overlay district.

**ANALYSIS**

*Purpose.* The applicant owns approximately .28 acres at the southeast corner of the intersection of 400 South and Coleman Street. There is on this property an existing residential structure that is located closer to the property line adjacent to Coleman Street. The location of this residential structure leaves ample room to the east of the structure to create a new single-family residential lot of similar size and configuration to other single-family residential lots located within this area. However, the property is zoned R1-7 Residential and the R1-7 zone prohibits lots smaller than 7,000 square feet. Therefore, in order to qualify for a subdivision a property must have at least 14,000 square feet or more in order to create two new lots of 7,000 square feet.

The applicant's property currently contains 12,196 square feet which puts it approximately 1800 square feet shy of the 14,000 square feet required to subdivide. If a subdivision were to occur on this lot each lot would be approximately 6,098 square feet in size instead of the 7,000 square feet.

The applicant would like to have the In-Fill Area Overlay Table of Development Standards amended to enable a subdivision of this lot and other lots that are in a similar situation as this one.

*Ordinances Affected.* The following ordinance will be affected by this proposed ordinance amendment.

1. Title 7 Chapter 14 Table 5 In-Fill Overlay District Development Standards

*Scope.* This ordinance amendment is limited only to properties located the In-Fill Area Overlay Zones including Geographic Area A and Geographic Area B.

*The In-Fill Area Overlay.* What is the purpose of the In-Fill Area Overlay and why has the City defined Geographic Areas "A" and "B?" The In-Fill Area Overlay was created and is intended to encourage development and re-development of properties interior to the City where roads, sewer systems and water systems have been constructed and where new development or re-development will not require the expense of

expansion of necessary infrastructure. Many of these properties in the In-Fill Area are parcels of record and were created decades ago when zoning restrictions and proper subdivision platting procedures were non-existent. As a result these lots are long and narrow or of otherwise unique configuration and difficult to develop under today's zoning development standards.

In order to encourage development on properties located in the In-Fill Area reductions in typical development standards are provided. This also makes development on uniquely configured properties a little easier. Properties in the In-Fill area have reduced front, rear and side yard setbacks, greater allowances for total lot coverage and a reduction in the cost of fee-in-lieu water purchases from the City. The In-Fill Area is silent when it comes to lot size.

Proposed Amendments. The lots adjacent to the applicant's property are located in a subdivision recorded prior to 1971 and many of those lots are .14 acres in size or 12,196 square feet. Most of those lots within that subdivision do not meet the 7,000 square foot lot size requirement. In order to facilitate a subdivision of his parcel into two .14 acre lots, similar to other lots in the area, the applicant is requesting that an additional row be added to Table 5 that states the following:

***“Lot Size” and “May reduce to 80% of the underlying zoning district.”*** This would apply to all lots within the Geographic Areas “A” and “B.”

Impacts. If this ordinance amendment were to be adopted by the Tooele City Council, what kind of impact would it have on development in the City? Staff has analyzed both geographic areas in the In-Fill areas and there are some larger undeveloped parcels that, if they developed, might have slight increases in density. Currently the R1-7 Residential zone has a net density of about 6 units per acre. A reduction in lot size would slightly increase the density to 7 units per acre.

For example, if one has 1 acre or 43,560 square feet in the In-fill area, going by gross acreage alone and not considering land lost for roads and infrastructure, they could have a lot yield of 6 lots under current R1-7 standards. If lots sizes were able to be reduced by 20% that would increase lot yield to 7 lots and that might not even be possible when considering the amount of property that goes towards roads, detention basins, etc. So there is a possibility of seeing negligible increases in densities. If a twenty acre parcel is developed in the In-Fill area using the 20% reduction in lot size could, possibly, yield an additional 20 units than what would be permitted in a standard R1-7 subdivision.

Benefits and Detriments. There are benefits and detriments to every zoning code amendment. Staff has analyzed the proposed request and has identified the following benefits this amendment could provide the City's in-fill areas:

1. Greater flexibility for lots that don't have sufficient acreage to qualify for subdivision. Some lots may be slightly under the necessary acreage for subdivision, such as the applicant's parcel. This amendment would provide greater ability for unused portions of existing lots to become individual lots themselves.
2. Providing additional, slightly smaller lots serviced by existing infrastructure could serve to reduce the overall cost of the homes in the In-Fill Areas.
3. Encourage more development in the In-Fill Area Overlay zones and provide more housing in areas where infrastructure is established.
4. Having the In-Fill Area ordinance established provides Tooele City with a unique opportunity to assist and encourage more development in the In-Fill Area. All we have to do is amend the table where in other zones in order to accomplish this would require a new overlay creation or amendment to the zoning district itself. The In-Fill is already established which makes a change such as that being proposed here more simple to implement.

What are some of the detrimental impacts this proposed text amendment could have? Staff have identified a couple of potential impacts but these are relatively general and aren't necessarily going to happen.

1. Proposed amendment will not just affect the applicant's property but every property located in

Geographic Areas “A” and “B.”

2. Ripple effects to other ordinances that are dependent upon lot size that cannot be identified at this time.
3. Larger undeveloped parcels of land within the In-Fill area will receive a slight increase in net density as demonstrated above. However, the net density increases are negligible and would not be discernable to the lay person driving by the new development.
4. Slightly increased densities for larger parcels would have additional impacts on existing water and sewer systems.

Criteria For Approval. The criteria for review and potential approval of a City Code Text Amendment request is found in Sections 7-1A-7 of the Tooele City Code. This section depicts the standard of review for such requests as:

- (1) No amendment to the Zoning Ordinance or Zoning Districts Map may be recommended by the Planning Commission or approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Zoning Ordinance or Zoning Districts Map amendment, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
  - (a) The effect of the proposed amendment on the character of the surrounding area.
  - (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.
  - (c) Consistency and compatibility with the General Plan Land Use Map for adjoining and nearby properties.
  - (d) The suitability of the properties for the uses proposed viz. a. viz. the suitability of the properties for the uses identified by the General Plan.
  - (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
  - (f) The overall community benefit of the proposed amendment.

## **REVIEWS**

Planning Division Review. The Tooele City Planning Division has completed their review of the City Code Text Amendment request and has issued the following comment:

1. There will be impacts generated by this ordinance amendment as there are impacts generated by every ordinance amendment. However, Staff is confident that this ordinance amendment will serve to encourage even more development in the In-Fill Areas and help to fill in vacant areas that currently do not qualify for subdivision due to a lack of lot size.
2. The impacts of a reduction in lot size by 20% would be negligible on larger properties in the In-Fill Area.

Engineering and Public Works Review. The Tooele City Engineering and Public Works Divisions do not typically review legislative matters such as ordinance amendments and as such have not reviewed or issued comments for this application.

Fire Department Review. The Tooele City Fire Department does not typically review legislative matters such as ordinance amendments and as such has not reviewed or issued comments for this application.

Noticing. The City has expressed their desire to amend the City Code and do so in a manner which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes.

## **STAFF RECOMMENDATION**

Staff recommends the Planning Commission carefully weigh this request for a City Code Text Amendment

according to the appropriate tenets of the Utah State Code and the Tooele City Code, particularly Section 7-1A-7(1) and render a decision in the best interest of the community with any conditions deemed appropriate and based on specific findings to address the necessary criteria for making such decisions.

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

1. The effect the text amendment may have on potential applications regarding the character of the surrounding areas.
2. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed text amendment is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the proposed text amendment on properties which may utilize its provisions for potential development applications.
6. The degree to which the proposed text amendment may effect an application's impact on the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed text amendment may effect an application's impact on the general aesthetic and physical development of the area.
8. The degree to which the proposed text amendment may effect the uses or potential uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Tooele City In-Fill Area Overlay Text Amendment request by Rober Jalbert for the purpose of reducing lot sizes by 20% for lots located within Geographic Areas “A” and “B”, based on the following findings:”

1. List findings ...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Tooele City In-Fill Area Overlay Text Amendment request by Rober Jalbert for the purpose of reducing lot sizes by 20% for lots located within Geographic Areas “A” and “B”, based on the following findings:”

1. List findings ...

## Exhibit C

### Planning Commission Minutes



Exhibit D  
Proposed Text Amendment

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

Water Rights (payment of fee in lieu of conveyance-for single-lot developments only)	Pay 50% of the fee-in-lieu established by the City	Pay 75% of the fee-in-lieu established by the City	Pay 100% of the fee-in-lieu established by the City
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**STAFF REPORT**

October 5, 2023

**To:** Tooele City Planning Commission  
Business Date: October 11, 2023

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, City Planner / Zoning Administrator

**Re: One O'Clock Hill – Preliminary Subdivision Plan Request**

Application No.: P22-1001  
Applicant: Shaun Johnson, representing SJ Company  
Project Location: Approximately SR-36 and Settlement Canyon Road  
Zoning: R1-7 Residential Zone  
Acreage: 178.40 Acres (Approximately 7,771,208 ft<sup>2</sup>)  
Request: Request for approval of a Preliminary Subdivision Plan in the R1-7 Residential zone affecting approximately 38 acres of the a 178 acre parcel to create approximately 134 single-family residential lots.

**BACKGROUND**

This application is a request for approval of a Preliminary Subdivision Plan for approximately 178.40 acres located at approximately SR-36 and Settlement Canyon Road and extending southwest to approximately 1220 South. The property is currently zoned R1-7 Residential. The applicant is requesting that a Preliminary Subdivision Plan be approved to allow for the development of approximately 38 acres of property located adjacent to SR-36 (Main Street) into approximately 134 single-family residential lots.

**ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan calls for the Medium Density Residential land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately 5 dwelling units per acre. The zoning map essentially follows the boundaries of the portions of the 178 acre parcel that are proposed to be subdivided are zoned R1-7, GC General Commercial and NC Neighborhood Commercial and MR-12 Multi-Family Residential. There is a pocket of 4 properties located at the southwest end of the subdivision that are zoned RR-1 Residential. Properties to the south are zoned RR-1 Residential or MU-16 Multiple Use. To the east of the proposed subdivision properties are zoned R1-12 Residential and RR-1 Residential. To the north of the proposed subdivision property is Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

First and foremost, it should be emphasized that this is a unique parcel of ground that comes with many geological challenges that need to be addressed. As such this review has been cumbersome for both staff and the applicant as we have worked to resolve many of these unique challenges and provide a subdivision that not only benefits the applicant but also becomes a safe and livable development for years to come. During the Zoning Map Amendment process back in late 2021 and early 2022 the developer changed the zoning to the R1-7 Residential zone and removed the property from the Sensitive Area Overlay. By removing the property from the Sensitive Area Overlay the subdivision would not be subject to the more stringent development standards for new development in this area. However, removal from

the overlay didn't make the sensitive challenging geotechnical issues related to the site just disappear. The site itself sits at the immediate base of the Oquirrh Mountains and has numerous geological challenges associated with it. As part of the Zoning Map Amendment process the applicant submitted the following studies:

1. **Geotechnical Report.** This report provided recommendations on ways to mitigate collapsible soils, fill materials, general site grading and soil stabilization. The study also provided considerations on seismic design, faults, and liquefaction potential. Other issues such as slope stability, surface drainage and subsurface drainage were also studied. The study was conducted by Earthtec Engineering out of Salt Lake City. Their geotechnical study made the following recommendation: *“Based on the results of our field exploration, laboratory testing, and engineering analyses, it is our opinion that the subject site may be suitable for the proposed development, provided the recommendations presented in this report are followed and implemented during design and construction.”*
2. **Fault Rupture Study.** This report, provided by Earthtec Engineering, studied the location of faults as this property sits at the base of the Oquirrh Mountains. It is located in a seismically sensitive area and does provide inherent risks that are not entirely preventable. The study said: *“The conclusions and recommendations presented in this report are intended to provide a factor of safety against surface fault rupture and related tectonic and seismic hazards sufficient to reduce the risk to human life. However, potential structure damage due to these natural hazards at the site cannot be totally mitigated due to the limitations and inherent level of uncertainty associated with analyzing and predicting such hazards. Therefore by choosing to build and/or reside on the subject site, the property owners and/or residents should understand and accept the inherent risks associated with building and living in a geologically and seismically sensitive area.”*
3. **Rockfall Hazard Study.** This study, conducted by Earthtec Engineering, summarizes the potential dangers of a residential development next to a steep mountain slope and the possibility of large rock dislodging, falling down the slope and damaging property. The study provided the following recommendation: *“Rock-stabilization methods are physical means of reducing the hazard at its source using rock bolts and anchors, steel mesh, scaling or shotcrete on susceptible outcrops. Engineered catchment or deflection structures such as rock fall fences, berms, swales, or benches can be placed below source areas, or at-risk structures themselves can be designed to stop, deflect, retard or retain falling rocks. Such methods, however, may increase rock fall hazard if not properly designed and maintained.”*
4. **Traffic Impact Study.** The traffic impact study was conducted by Hales Egnineering. The project is anticipated to generate approximately 1,056 weekday daily trips, including 78 trips in the morning peak hour and 105 trips in the evening peak hour. The study evaluated existing roads and connections and the levels of service for those as they currently stand. The study then evaluated the new connections to these roads and the impacts that will be incurred by the existing roads and made recommendations on how to mitigate those impacts. The study says that *“no mitigation measures are recommended.”*

For the sake of space and limiting the size of the packet, these studies have not been included in this report. However, they are available for reading if the Commissioners desire to do so. Please reach out to the Tooele City Community Development Director or City Planner and these studies will be provided.

Subdivision Layout. The property being developed is about 38 acres lying immediately southeast of SR-36 extending from 1220 South to Settlement Canyon road. There is about 7 acres located at the southwest end of the development that are not participants in this subdivision plat. The remaining 140 acres of property will remain as undevelopable land due to excessive slopes and inaccessibility.

The subdivision plan proposes the creation of 134 single-family residential lots. The lots range in size from 7,000 square feet up to 14,470 square feet. Each proposed lot meets or exceeds the minimum lot standards of the R1-7 Residential zone for lot size, lot width and lot frontages.

Access into the subdivision will be from 3 new points of connection to SR-36. The southern most access will line up directly across from 3 O’Clock Drive. The access at 1025 South is centrally located and will line up with the access to the Tooele City Public Works shops. An access into the subdivision is also proposed at and will line up with 900 South. A fourth access is proposed directly onto Settlement Canyon road a few hundred feet south of the existing Masonic Temple property. All roads within the development will be dedicated public rights-of-way and meet Tooele City’s standards for road construction including curb, gutter, park strip and sidewalk.

Landscaping. The subdivision proposes the construction of three storm water detention basins. Each of the basins is located adjacent to SR-36 and will be landscaped and maintained by the subdivision development HOA. It is not intended that these basins will come to Tooele City for ownership and future maintenance.

The subdivision includes many double-fronting lots. These are lots that front onto and access interior subdivision streets with rear property lines adjacent to SR-36. Typically, the subdivision ordinance requires that when double fronting lots occur that the development provide the following:

1. A six foot solid masonry or concrete wall along the rear frontages of the lots.
2. Landscaping in the park strip, trees and an in-ground irrigation system.
3. A HOA (Home Owners Association) to maintain the landscaping in the park strip.

Unfortunately, this is not a typical situation. SR-36 is a state highway maintained by the Utah Department of Transportation (UDOT). UDOT therefore controls all improvements within the right-of-way of this highway. UDOT is not in favor of a sidewalk and landscaping along SR-36. Therefore, the City is pressing for maximum compliance and the applicant is proposing the installation of the required fence along the length of subdivision where adjacent to SR-36.

Fencing. Six foot solid masonry fencing is proposed for all lots with rear-frontages along SR-36. The fencing indicated in the plans is a six foot pre-cast concrete wall that complies with UDOT standards. Fencing will be maintained by the development.

UDOT Approval. UDOT has reviewed and approved the proposed points of access onto SR-36 and has issued an approval. The applicant has provided an email from UDOT indicating the process for final approval is close to being complete and that all is needed to complete the process is bonding for work within the UDOT right-of-way.

Rocky Mountain Power. Anyone who knows this area can attest that there are numerous power distribution poles and lines criss-crossing the property. The preliminary plans currently show some of those power poles being located in the center of some of the proposed lots. The applicant has been working diligently with Rocky Mountain Power to relocate these power lines. The central power line is proposed to be combined with the line running along the southern boundary of the subdivision. The northern most power line will be located closer to the SR-36 right-of-way. However, Rocky Mountain Power hasn’t issued a final approval as they won’t issue an approved distribution line relocation plan without an approved subdivision plan. So, we are dealing with a chicken and egg situation here. Rocky Mountain Power won’t approve without City subdivision approval and Tooele City is hesitant to approve without Rocky Mountain Power. In this situation all we can say is that the applicant is providing due diligence to ensure the power lines are relocated to the best possible location.

Rocky Mountain Power has prohibited the burying of any of these distribution lines. The lines must be maintained overhead.

Trail. When the property was going through the Zoning Map Amendment process the developer presented a map that indicated a trail would be provided that would run the entire length of the development from Settlement Canyon Drive to the southern most point of the subdivision near 1220 South. This trail would provide a point of connection between the southern section separated by the 7 acres of property with the northern section of the subdivision and also provide walking access to Settlement Canyon. This trail was a condition of the zoning and must be fulfilled in order for the subdivision to be approved.

The applicant is providing a trail that extends from Settlement Canyon Road to the southern section of the subdivision. The trail is largely proposed to be a 10' wide gravel trail extending from Settlement Canyon Road along the back of the individual lots adjacent to the steeper slopes of One O'Clock and Two O'Clock Mountains. When the trail reaches 1025 South Street it will transition to a ten foot wide asphalt path and become part of the 58 foot public right-of-way and will extend to 1120 South Street. At this point the trail will turn south, transition from asphalt to gravel and climb up and behind the 7 acres of property not participating in the subdivision. This portion of the trail is a two track gravel maintenance road that is on the applicant's property but is utilized by Rocky Mountain Power for access to its distribution line utilities. The trail will then continue past the 7 acres and drop down into the southern section of the subdivision between two lots connecting to the right-of-way of Top Clock Drive. Staff is confident that this trail system satisfies the Zoning Map Amendment condition.

Tooele City Water Facility. There is an existing City well house facility located on this property. The subdivision plans maintain this property and will maintain a gravel access road that will connect to Hillside Drive which will be a public right-of-way.

This is a preliminary subdivision plan and as such is just that, preliminary. There will need to be some "fine-tuning" of construction, cuts and fills, power line relocation, easements, trail construction, utility locations and so forth that must be addressed during the final plat subdivision review. To ensure that these elements are properly addressed during the final plat this preliminary subdivision plan approval includes numerous "conditions of approval" that must be addressed with each final plat phase as each phase develops. Those conditions are included on a separate document in this report as "Exhibit A" but are referred to in Condition #5 below.

Criteria For Approval. The procedure for approval or denial of a Subdivision Preliminary Plat request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-8 and 9 of the Tooele City Code.

## **REVIEWS**

Planning Division Review. The Tooele City Planning Division has completed their review of the Preliminary Subdivision Plan submission and has issued a recommendation for approval for the request with the following comments:

1. The subdivision plan as proposed meets the basic standards for subdivision development as required by Tooele City's R1-7 zoning code and Tooele City's Subdivision ordinance.
2. This is a preliminary plan and there will still need to be resolution of minor issues during the final plat subdivision process for each phase.
3. The project is going to be divided into four phases. The applicant needs to specify with each final plat phase the portions of the trail to be completed with each phase.

Engineering & Public Works Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Preliminary Subdivision Plan submission and have issued a recommendation for approval for the request with the following proposed conditions:

1. See Exhibit “A” for a detailed list of those conditions provided by the Tooele City Engineer. These 10 conditions shall be addressed during the final plat subdivision review for each phase.

Tooele City Fire Department Review. The Tooele City Fire Department has completed their review of the Preliminary Subdivision Plan submission and has issued a recommendation for approval for the request.

### **STAFF RECOMMENDATION**

Staff recommends approval of the request for a Preliminary Subdivision Plan by Shaun Johnson, representing the SJ Company, application number P22-1001, subject to the following conditions:

1. That all requirements of the Tooele City Engineering and Public Works Divisions shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report shall be satisfied throughout the development of the site and the construction of all buildings on the site.
5. The 10 conditions as listed in Exhibit “A” of this report shall be addressed and resolved during the final plat subdivision review for each phase.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.
6. The Preliminary Subdivision Plan as proposed meets the minimum development standard and qualifications for subdivision development as required by Tooele City R1-7 Residential zoning code and the Tooele City Subdivision ordinance.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the One O’Clock Hill Preliminary Subdivision Plan Request by Shaun Johnson, representing the SJ Company, application number P22-1001, based on the findings and subject to the conditions listed in the Staff Report dated October 5, 2023:”



1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the One O’Clock Hill Preliminary Subdivision Plan Request by Shaun Johnson, representing the SJ Company, application number P22-1001, based on the following findings:”

1. List findings...

**EXHIBIT A**

**RECOMMENDED CONDITIONS OF APPROVAL – 1 O’CLOCK HILL  
PRELIMINARY SUBDIVISION – OCTOBER 3, 2023**

## Recommended Conditions of Approval - 1 O'Clock Hill Preliminary Subdivision October 3, 2023

The Engineering redline comments applied to the Preliminary Plan are based upon the Preliminary Plan submittal requirements, and should not be considered as the final review and/or approval of the development plans. The trail system, which was required by the Planning Commission as a condition of the Rezone, was added conceptually to the plans with the most recent submittal package. As a result of the newly added trail information, together with other previously noted items, the following are noted as to be addressed and require additional detail as part of the Final Subdivision Plan and Construction Plan submittal, *together with all other final plan requirements required by Tooele City Code and Standards*:

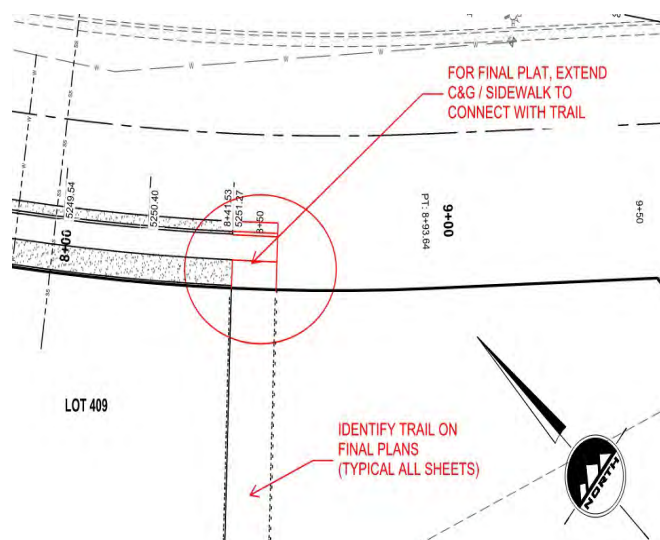
1. The easement must be provided for all portions of the trail which lie outside of the boundaries of any of the subdivision plats. The Planning Commission should indicate the portions and timing for completion of the trail with each of the four proposed phases.
2. The Final Subdivision Plan must include details on the trail construction, drainage crossings, and all trail improvements as well as location of fences separating the trail from lots (if any).
3. The Preliminary plans show multiple power lines crossing the site, with no reference to their relocation plans or vacation of their easements. The Developer and Rocky Mountain Power have indicated their intent to relocate the power lines from the interior lots to a location parallel to the eastern most line and also along of SR-36, as shown on the following Google Earth image provided by the Developer. The Final Subdivision Plan must incorporate the relocated lines and address new and vacated easements.



4. The Phase 1 Preliminary Plat references a 15-foot wide trail easement shown along the northern boundary of Lot 107. It is recommended that the trail easement be created as a separate parcel with public access, rather than part of a recorded lot. By creating a separate parcel it will ensure that the side yard setback of the home on Lot 107 will meet City Standard rather than potentially being placed immediately adjacent to the trail.

It is also noted at this same location that the water and sewer laterals for Lot 107 should be adjusted so as to not conflict with the trail construction or limit their access for repairs.

5. It is recommended that the Developer create a public access easement and construct a connection to the proposed trail from the future public ROW between Lots 311 and 312. A drive approach should also be constructed within this area for City vehicle access to its property and the City well.
6. As part of the final plans, the Developer must address who will maintain the park strip landscaping of any and portions of ROW not fronting a lot or storm water basin (which will be maintained by the Home Owners Association).
7. As noted above, the 10-foot trail has been added conceptually to the plans. As part of the final plat submittal, the grading plans will need to be modified to accommodate trail construction as well as provide stabilization plans (short and long term) of all disturbed slopes.
8. Where there are four (4) phases planned, Phase 1 being to the south, and Phase 4 being to the north, it is noted that each phase must be capable of standing along (e.g., water loop, blowoff valves, secondary roadway connection, etc.). With these requirements, it may be necessary to construction improvements beyond the limits of the respective phase line. Paved cul-de-sacs will be required for all dead end roads created as part of phased construction.
9. As part of the Final Plat consideration the water modeling, which is being performed by the City's consultant, we need verification that the proposed connection to the existing 6" diameter waterline adjacent to Retention Pond 5, along SR-36, will meet flow demands. If it does not, then the water line size and new connection point shall be modified as required.
10. The sidewalk and curb and gutter should be extended 10-foot east of Lot 409 along Settlement Canyon Road in order to allow connection to the 10-foot trail which commenced at this point and runs south along the rear lots of the proposed homes.



**EXHIBIT B**

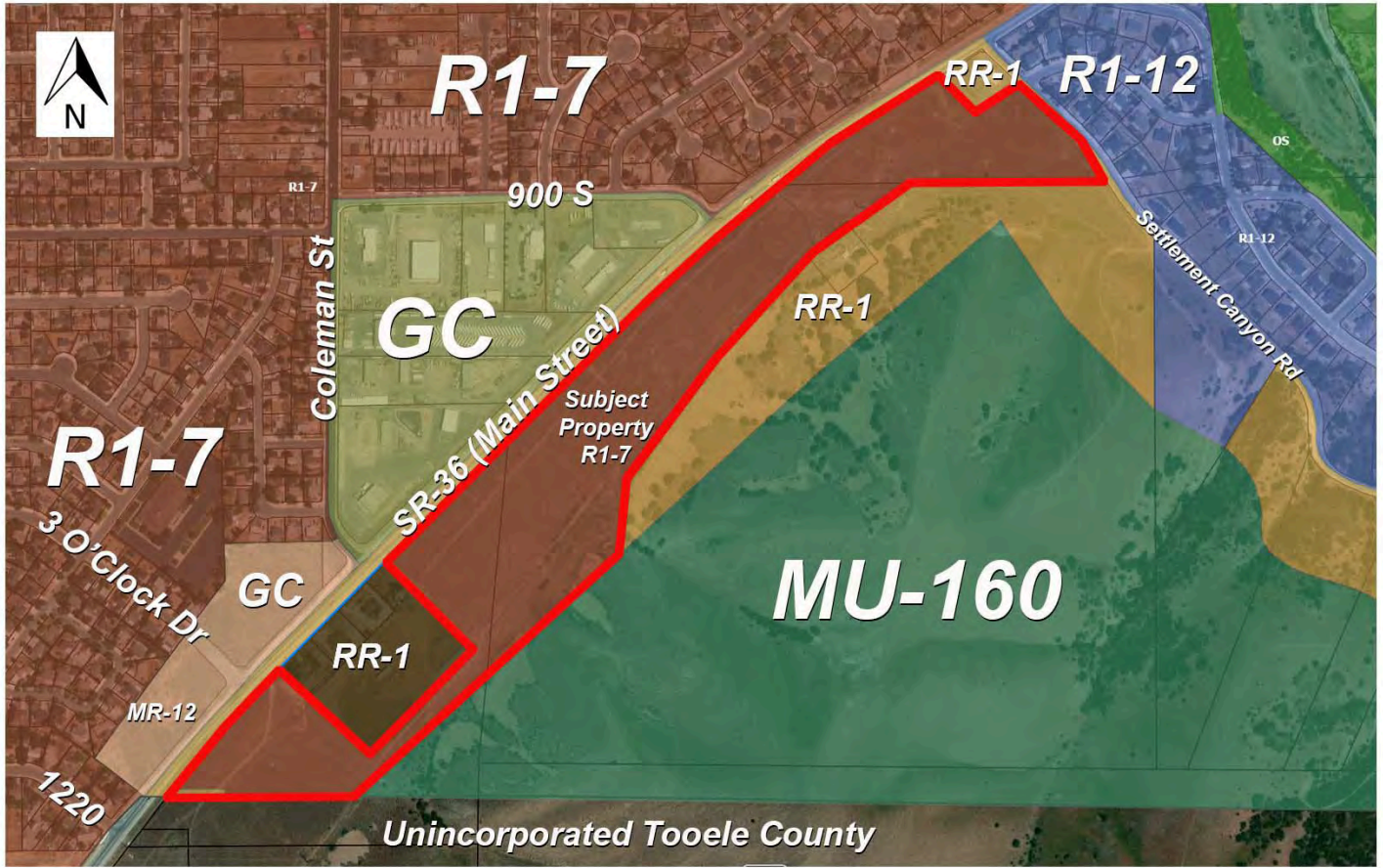
**MAPPING RELATED TO THE SUBDIVISION REQUEST**

***One O'Clock Hill Preliminary Subdivision Plan***



***Aerial View***

# One O'Clock Hill Preliminary Subdivision Plan



**Current Zoning**

**EXHIBIT B**

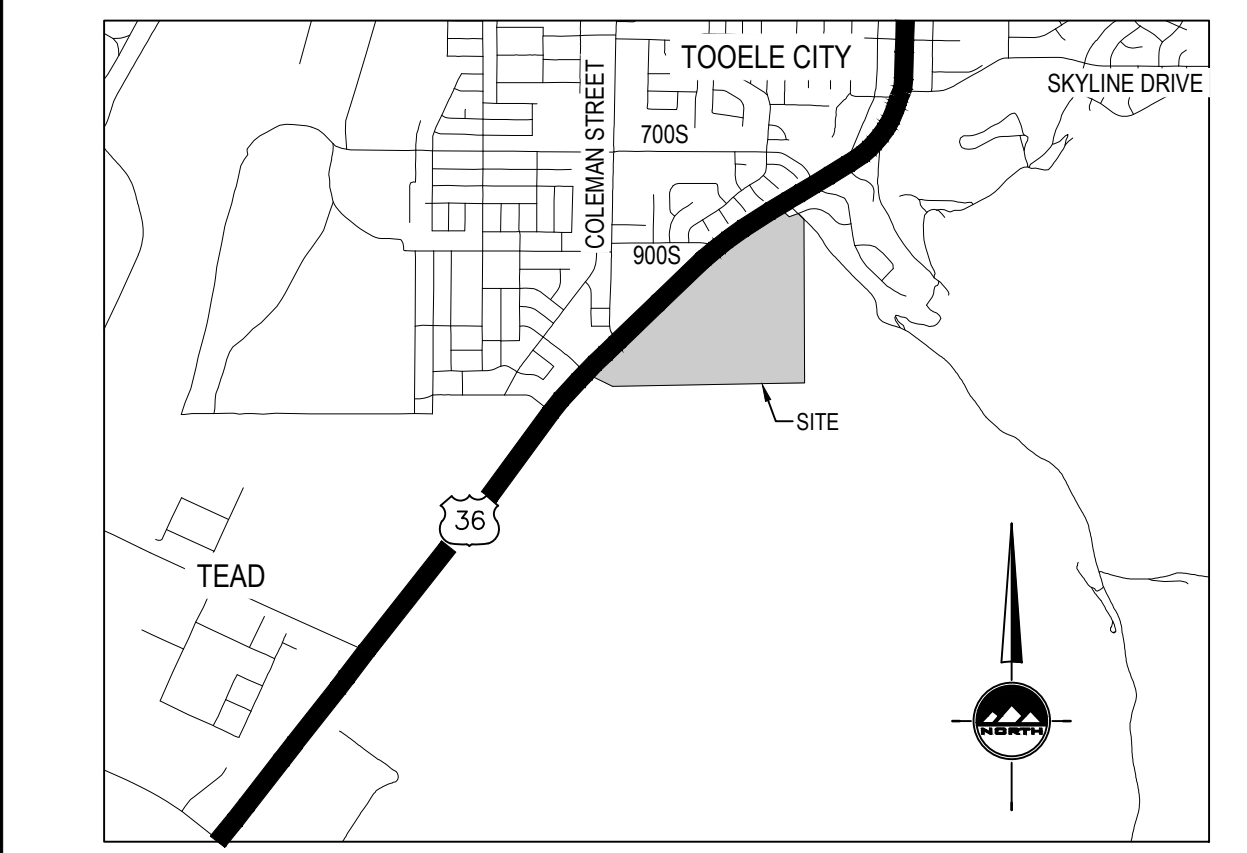
**PROPOSED DEVELOPMENT PLANS &  
APPLICANT SUBMITTED INFORMATION**

**811** CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

**BENCHMARK**  
SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN  
ELEV = 5445.32'

**DEVELOPER**  
SJ COMPANY  
447 NORTH COOLEY STREET  
GRANTSVILLE, UT 84029  
801-349-0761

- LEGEND**
- SECTION CORNER
  - MONUMENT
  - EXIST REBAR AND CAP
  - SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV." AT ALL LOT CORNERS; OFFSET PINS TO PLACED IN BACK OF CURBS
  - WATER METER
  - WATER VALVE
  - FIRE HYDRANT
  - SANITARY SEWER MANHOLE
  - STORM DRAIN CLEAN OUT
  - STORM DRAIN CATCH BASIN
  - STORM DRAIN COMBO BOX
  - STORM DRAIN CULVERT
  - SIGN
  - ELECTRICAL BOX
  - UTILITY POLE
  - LIGHT
  - CABLE BOX
  - GAS METER
- NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.



**TOOELE COUNTY RECORDER**  
RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
FEES: \_\_\_\_\_ TOOELE COUNTY RECORDER

**DOMINION ENERGY**  
Dominion Energy Utah - Note:  
Questar Gas Company dba Dominion Energy Utah, hereby approves this plat for the purpose of approximating the location, boundaries, course and dimensions of the Rights-of-Way and Easement Grants and existing underground facilities. Nothing herein shall be construed to warrant or verify the precise location of such items. The Rights-of-Way and easements are subject to numerous restrictions appearing on the recorded right-of-way and easement grants. Dominion Energy Utah also hereby approves this plat for the purpose of confirming that the plat contains public utility easements; however, Dominion Energy Utah may require additional easements in order to save this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set in the Owners Dedication or in the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way Department at 800-366-6532.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_  
BY \_\_\_\_\_  
TITLE \_\_\_\_\_

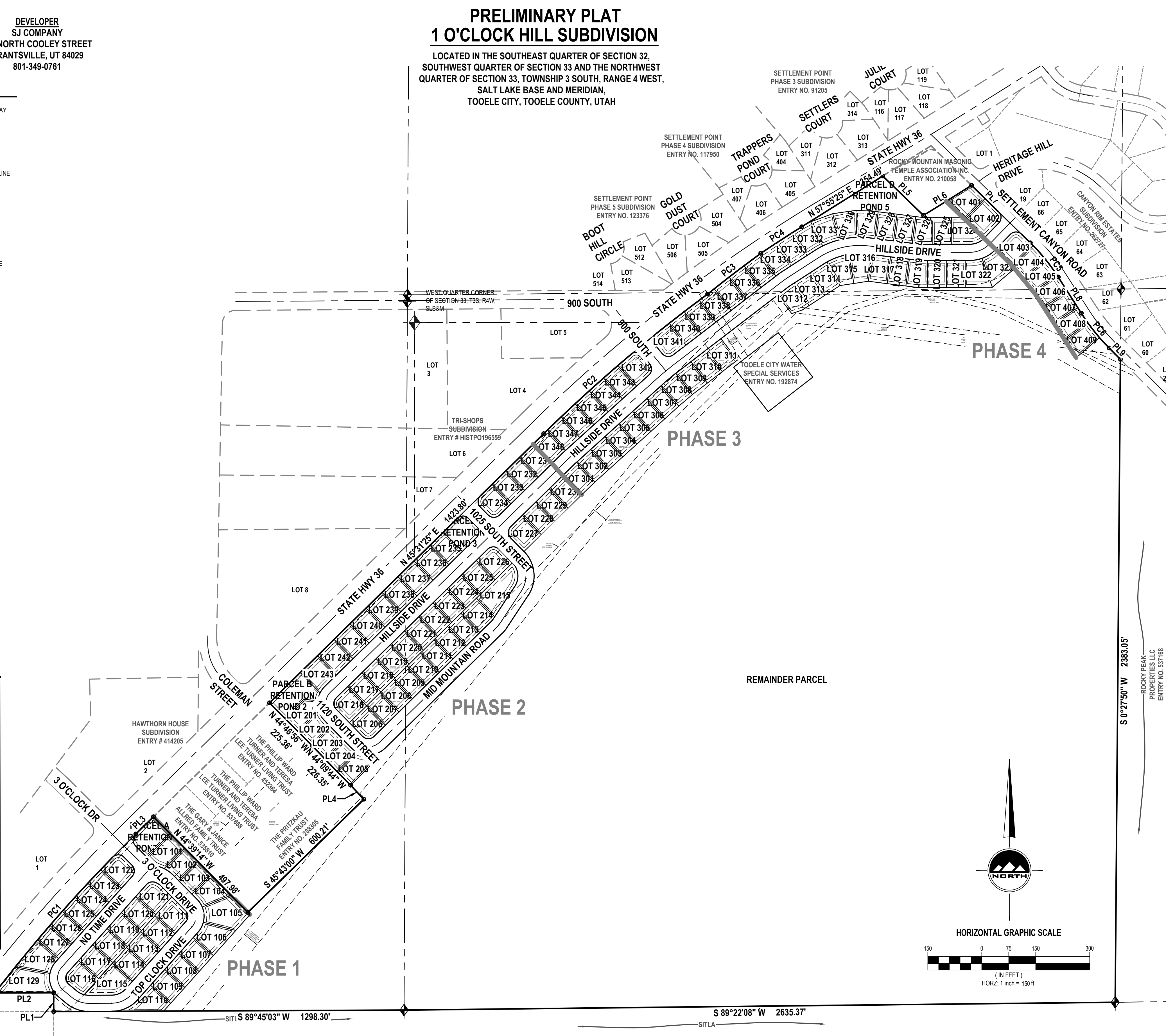
**HEALTH DEPARTMENT**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE TOOELE COUNTY HEALTH DEPARTMENT.  
TOOELE COUNTY HEALTH DEPARTMENT

**SCHOOL DISTRICT**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE TOOELE COUNTY SCHOOL DISTRICT.  
TOOELE COUNTY SCHOOL DISTRICT

**POST MASTER**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE POST MASTER  
POST MASTER

**COUNTY ATTORNEY**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
TOOELE COUNTY ATTORNEY

**COUNTY ENGINEER**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
TOOELE COUNTY ENGINEER



**COMCAST**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE COMCAST CABLE  
COMCAST

**CENTURY LINK**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE CENTURY LINK  
CENTURY LINK

**CHIEF OF POLICE**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE TOOELE COUNTY CHIEF OF POLICE.  
TOOELE COUNTY CHIEF OF POLICE

**FIRE CHIEF**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE TOOELE COUNTY FIRE DEPARTMENT.  
TOOELE COUNTY FIRE CHIEF

**PARKS DEPARTMENT**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE TOOELE COUNTY PARKS DEPARTMENT.  
TOOELE COUNTY PARKS DEPARTMENT

**PLANNING COMMISSION**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE TOOELE CITY PLANNING COMMISSION.

**TOOELE COUNTY COUNCIL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE TOOELE COUNTY COUNCIL.  
CHAIRMAN TOOELE COUNTY COUNCIL

**COMMUNITY DEVELOPMENT APPROVAL**  
APPROVED AS TO FORM ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_  
TOOELE COUNTY COMMUNITY DEVELOPMENT

**COUNTY RECORDER**  
REVIEWED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE TOOELE COUNTY RECORDER AS TO DESCRIPTION OF RECORD.  
TOOELE COUNTY RECORDER

**ATTEST:**

**SURVEYOR'S CERTIFICATE**  
I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 334575, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots, together with easements, hereafter to be known as 1 O'Clock Hill Subdivision and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

**BOUNDARY DESCRIPTION**  
The purpose of this description is to establish the boundary of the subdivision. The basis of bearing for this description is the line between the Southeast Corner and the Witness Corner to the East Quarter Corner of Section 32, Township 3 South, Range 4 West, Salt Lake Base and Meridian, which bears North 0°16'21" West 2625.64 feet.

A parcel of land, situate in the Southeast Quarter of Section 32 and the West half of section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele, Utah, more particularly described as follows:  
Beginning at the Southwest corner of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian and running:  
thence South 89°45'03" West 1298.30 feet  
thence North 0°14'55" West 99.99 feet  
thence South 89°45'03" West 217.83 feet, to the Southeasterly line of State Road 36;  
thence Northeasterly 788.07 feet along the arc of a 5,669.65 feet radius non-tangent curve to the right (center bears South 52°24'47" East and the long chord bears North 41°34'08" East 787.44 feet through a central angle of 7°57'50"), along said Southeasterly line of State Road 36;  
thence along a line non-tangent to said curve, North 45°31'24" East 91.41 feet, along said Southeasterly line of State Road 36;  
thence North 44°39'14" East 497.98 feet;  
thence North 45°43'00" East 600.21 feet;  
thence North 43°14'31" West 483.31 feet;  
thence North 44°09'44" West 228.35 feet;  
thence North 44°46'56" West 226.36 feet, to the said Southeasterly line of State Road 36;  
thence along said Southeasterly line of State Road 36 the following 5 calls:  
thence North 45°31'25" East 1,423.80 feet;  
thence Northeasterly 788.94 feet along the arc of a 5,669.65 feet radius tangent curve to the right (center bears South 44°28'35" East and the long chord bears North 49°33'38" East 788.28 feet through a central angle of 8°04'26");  
thence Northeasterly 247.80 feet along the arc of a 5,729.65 feet radius non-tangent curve to the right (center bears South 38°42'14" East and the long chord bears North 52°32'02" East 247.78 feet through a central angle of 2°28'41");  
thence Northeasterly 181.01 feet along the arc of a 5,679.65 feet radius non-tangent curve to the right (center bears South 33°54'09" East and the long chord bears North 57°00'38" East 181.01 feet through a central angle of 1°49'34");  
thence along a line non-tangent to said curve, North 57°55'25" East 354.49 feet;  
thence South 45°55'49" East 210.02 feet;  
thence North 57°58'20" East 209.99 feet, to the Southeasterly line of Settlement Canyon Road;  
thence along said Southeasterly line of Settlement Canyon Road the following 5 calls:  
thence South 45°39'37" East 304.52 feet;  
thence Southeasterly 164.41 feet along the arc of a 720.00 feet radius tangent curve to the right (center bears South 44°20'23" West and the long chord bears South 39°07'07" East 164.05 feet through a central angle of 13°04'59");  
thence South 32°34'38" East 158.76 feet;  
thence Southeasterly 165.75 feet along the arc of a 780.00 feet radius tangent curve to the left (center bears North 57°25'22" East and the long chord bears South 38°39'39" East 165.44 feet through a central angle of 12°10'31");  
thence South 44°45'09" East 59.18 feet;  
thence South 0°27'50" West 2,383.05 feet, along the Quarter Section line to the South Quarter Corner;  
thence North 89°22'08" West 2,635.37 feet, along the Section line to the Point of Beginning.

Contains 7,771,208 square feet or 178.40 acres.

Less and excepting:  
A parcel of land, situate in the Southwest Quarter of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele, Utah, more particularly described as follows:  
Beginning at a point, said point being North 89°31'21" East 1372.75 feet and South 0°28'39" East 151.49 feet from the West Quarter Corner of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian and running:  
thence South 37°50'05" East 208.70 feet;  
thence South 52°09'55" West 208.70 feet;  
thence North 37°50'05" West 208.70 feet;  
thence North 52°09'55" East 208.70 feet, to the Point of Beginning.

Contains 43,556 square feet or 1.00 acres.

August 23, 2023

**OWNER'S DEDICATION AND CONSENT TO RECORD**  
Know all men by these present that the undersigned are the owner(s) of the heron described tract of land and hereby cause the same to be divided into lots together with easements as set forth hereafter to be known as:  
**1 O'CLOCK HILL SUBDIVISION**  
The undersigned owner(s) hereby convey to Tooele City and to any and all public utility companies providing service to the heron described tract a perpetual, non-exclusive easement over the public utility and drainage easements shown on this plat, the same to be used for drainage and for the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner(s) also hereby convey any other easements as shown to the parties indicated and for the purpose shown hereon.

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

By: TOOELE 90 LLC  
SHAUN JOHNSON, MANAGER

By: \_\_\_\_\_

**LLC ACKNOWLEDGMENT**  
STATE OF UTAH                    JS.S.  
County of TOOELE

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, \_\_\_\_\_ personally appeared before me, the undersigned Notary public, in and for said County of \_\_\_\_\_, in said State of Utah, \_\_\_\_\_ who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, \_\_\_\_\_ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: \_\_\_\_\_  
RESIDING IN \_\_\_\_\_ COUNTY.

NOTARY PUBLIC

**1 O'CLOCK HILL SUBDIVISION**  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, SOUTHWEST QUARTER OF SECTION 33 AND THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

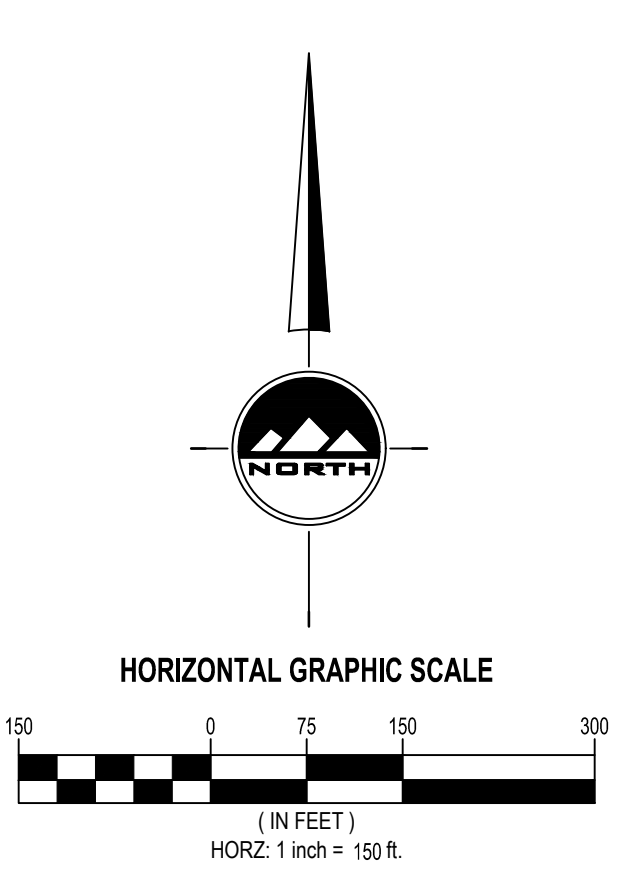
**ROCKY MOUNTAIN POWER COMPANY**  
1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNERS) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.  
2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:  
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY  
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS  
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR  
(4) ANY OTHER PROVISION OF LAW.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
ROCKY MOUNTAIN POWER  
BY - \_\_\_\_\_  
TITLE - \_\_\_\_\_

**ENSIGN**  
169 North Main Street Unit 1  
Tooele, Utah 84074  
Phone: 435.843.3590  
Fax: 435.578.0108  
WWW.ENSGN.COM

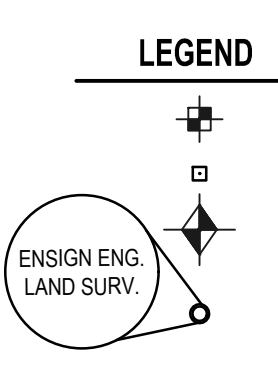
**SALT LAKE CITY**  
LAYTON  
MANAGER: D. KINSMAN  
DRAWN BY: M. SANDOVAL  
CHECKED BY: D. KINSMAN  
DATE: 08/24/2022

**SHEET 1 OF 7**  
PROJECT NUMBER: 11635  
MANAGER: D. KINSMAN  
DRAWN BY: M. SANDOVAL  
CHECKED BY: D. KINSMAN  
DATE: 08/24/2022





**811**  
CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.  
Know what's below.  
Call before you dig.



**LEGEND**

EXISTING STREET MONUMENT  
PROPOSED STREET MONUMENT TO BE SET  
SECTION CORNER  
5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."

BOUNDARY LINE  
ADJACENT PROPERTY LINE  
SECTION LINE  
CENTER LINE  
EASEMENT LINE  
RIGHT OF WAY LINE  
ADJACENT RIGHT OF WAY LINE  
TANGENT LINE

**PROPERTY LINE CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	5669.65'	788.07'	7°57'50"	N41°34'08"E	787.44'

**CURVE TABLE**

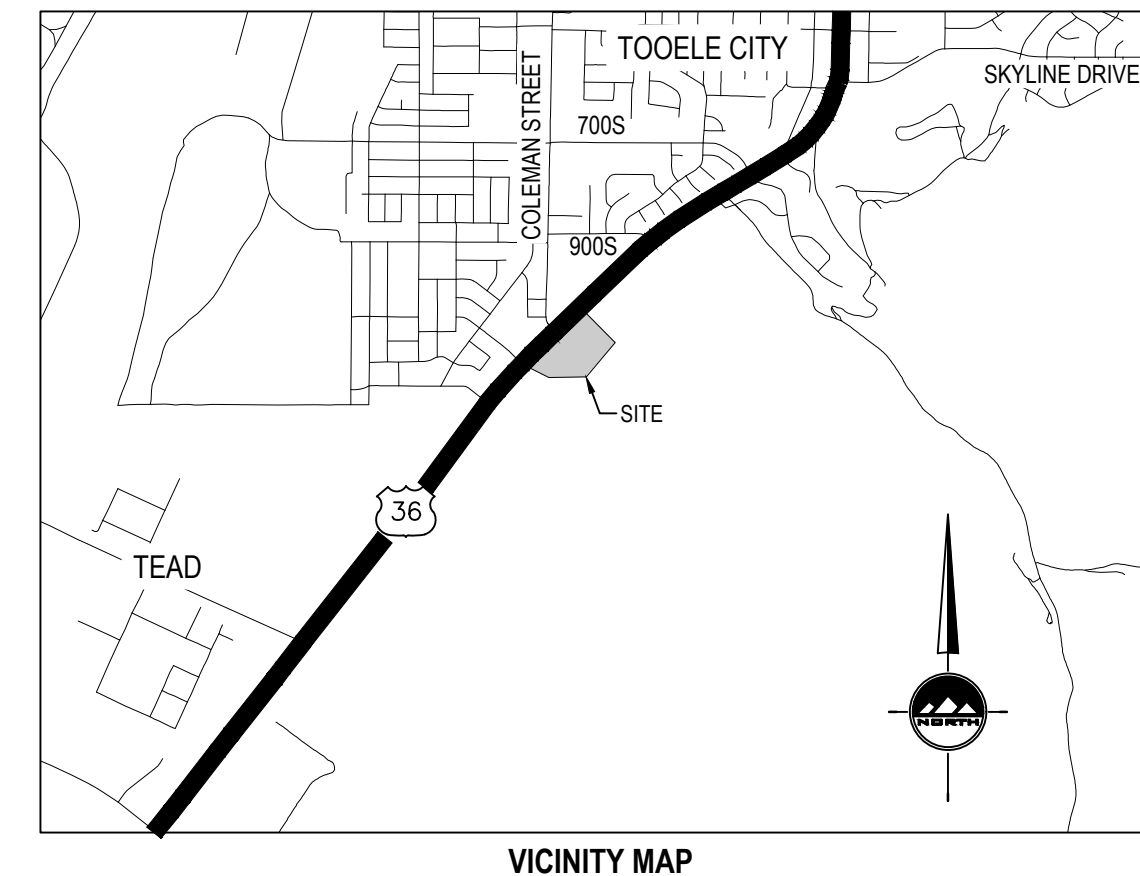
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
CL1	100.00'	12.43'	7°07'10"	S48°37'57"E	12.42'
CL2	100.00'	34.56'	19°48'14"	S62°05'39"E	34.39'
CL3	100.00'	34.56'	19°48'14"	S62°05'39"E	34.39'
CL4 (TOTAL)	100.00'	46.99'	26°55'24"	S58°32'04"E	46.56'
CL5	100.00'	46.17'	26°27'04"	N57°52'46"W	45.76'
CL6	100.00'	47.72'	27°20'32"	N58°19'30"W	47.27'
CL7	59.50'	89.78'	86°27'27"	N1°25'30"W	81.50'
CL8	100.00'	83.68'	47°56'50"	N65°46'38"E	81.28'
CL9	100.00'	69.79'	39°59'10"	S70°15'22"E	68.38'
CL10	59.50'	95.61'	92°04'01"	S4°13'47"E	85.65'
CL11	5730.00'	688.21'	6°52'54"	N40°52'52"E	687.79'
CL12	5730.00'	60.45'	0°36'16"	N44°37'26"E	60.45'
CL13 (TOTAL)	5730.00'	748.65'	7°29'09"	N41°11'00"E	748.12'
CL14	5730.00'	60.44'	0°36'16"	N45°13'42"E	60.44'
CL15	5730.00'	1.96'	0°01'11"	N45°32'26"E	1.96'
CL16 (TOTAL)	5730.00'	62.41'	0°37'27"	N45°14'18"E	62.41'
CL17	100.00'	1.56'	0°53'28"	N71°33'02"W	1.56'

# 1 O'CLOCK HILL SUBDIVISION PHASE 1 PRELIMINARY PLAT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

**KEY NOTES**

1 RETENTION POND IS TO BE OWNED, OPERATED AND MAINTAINED BY THE H.O.A.



**SURVEYOR'S CERTIFICATE**

I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 334575, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-25-17, have verified all measurements, and have subdivided said tract of land into lots, together with easements, hereinafter to be known as 1 O'Clock Hill Subdivision Phase 1 and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

**BOUNDARY DESCRIPTION**

A parcel of land, situate in the Southeast Quarter of Section 32, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele, Tooele County, Utah, more particularly described as follows:

Beginning at a point on the Section line of said Section 32 said point is located South 89°45'03" West 890.64 feet along the section line from the Southeast Corner of Section 32, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South 89°45'03" West 407.64 feet along said section line;

thence North 0°14'53" West 69.99 feet;

thence South 89°45'03" West 717.63 feet to the Eastern line of Main Street (State Road 36);

thence Northeastly 788.07 feet along the arc of a 5669.65-foot radius non-tangent curve to the right (center bears South 52°24'47" East and the long chord bears North 41°34'08" East 787.44 feet through a central angle of 7°57'50") along said Eastern line;

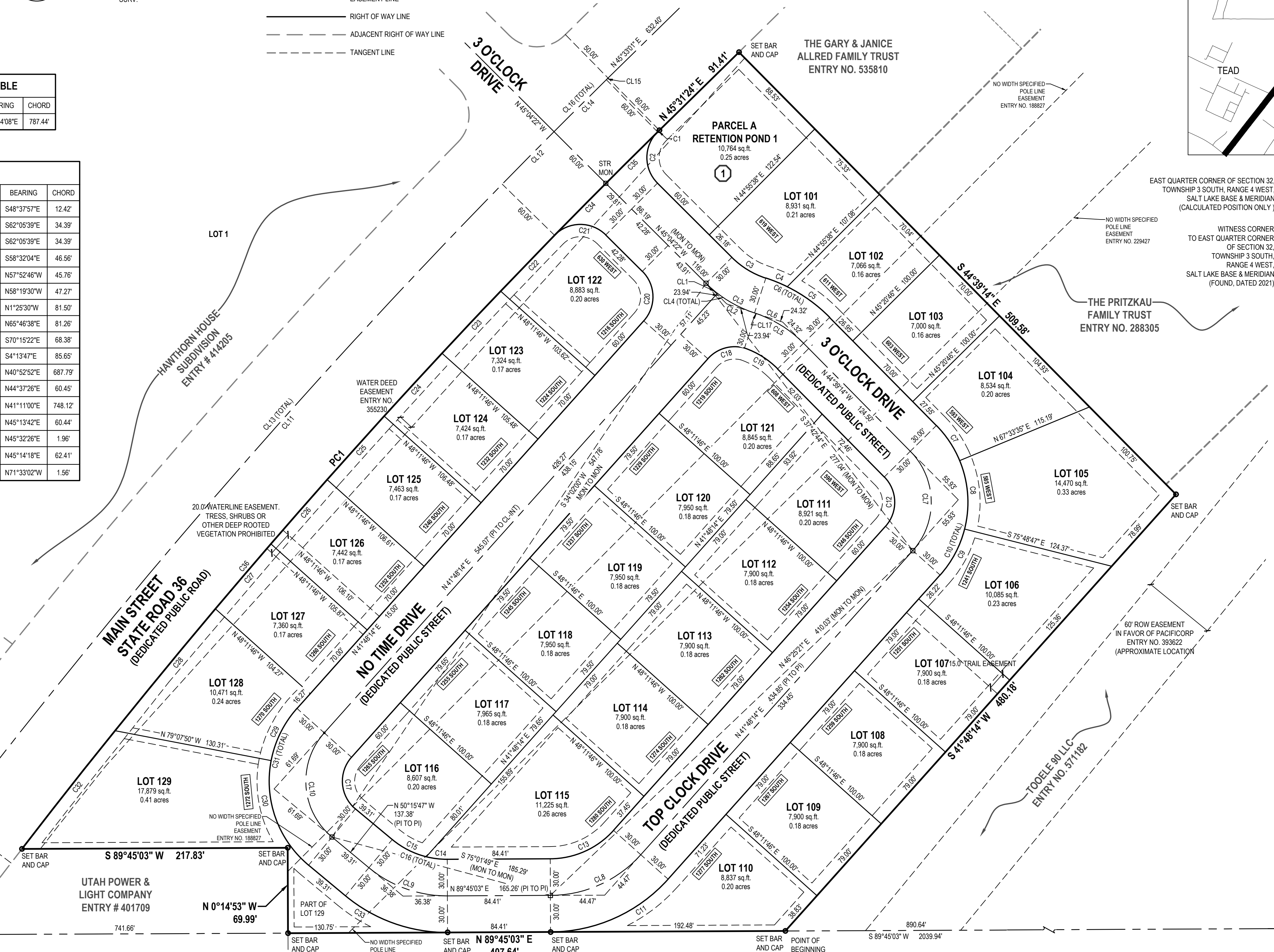
thence North 45°31'24" East 91.41 feet along said Eastern line more or less to an existing barbwire fence post;

thence South 44°39'14" East 509.59 feet along said fence line;

thence South 41°48'14" West 480.18 feet to said section line and to the Point of Beginning.

Contains 362,559 square feet or 8.32 acres.

Date: Douglas J. Kinsman  
License No. 334575



**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	5669.65'	1.97'	0°01'12"	S45°32'28"W	1.97'
C2	29.50'	46.65'	90°36'14"	S0°13'45"W	41.94'
C3	70.00'	32.89'	26°55'24"	S58°32'04"E	32.59'
C4	130.00'	18.94'	8°20'56"	N67°49'18"W	18.93'
C5	130.00'	43.09'	18°59'36"	N54°09'02"W	42.90'
C6 (TOTAL)	130.00'	62.04'	27°20'32"	N58°19'30"W	61.45'
C7	89.50'	34.70'	22°12'48"	N33°32'50"W	34.48'
C8	89.50'	57.21'	36°37'39"	N4°07'36"W	56.25'
C9	89.50'	43.14'	27°37'00"	N27°59'43"E	42.72'
C10 (TOTAL)	89.50'	135.05'	86°27'27"	N1°25'30"W	122.60'
C11	130.00'	108.79'	47°56'50"	N65°46'38"E	105.64'
C12	29.50'	44.51'	86°27'27"	N1°25'30"W	40.41'
C13	70.00'	58.58'	47°56'50"	N65°46'38"E	56.88'
C14	70.00'	17.38'	14°13'27"	S83°08'13"E	17.33'
C15	70.00'	31.47'	25°45'42"	S63°08'38"E	31.21'
C16 (TOTAL)	70.00'	48.85'	39°59'10"	S70°15'22"E	47.87'
C17	29.50'	47.40'	92°04'01"	S4°13'47"E	42.46'
C18	29.50'	44.73'	86°52'36"	N1°38'04"W	40.57'
C19	70.00'	32.32'	26°27'04"	N57°52'46"W	32.03'
C20	29.50'	44.73'	86°52'36"	N1°38'04"W	40.57'
C21	29.50'	46.65'	90°36'18"	S89°37'29"W	41.94'
C22	5669.65'	63.65'	0°38'36"	N44°00'02"E	63.65'
C23	5669.65'	70.03'	0°42'28"	N43°19'31"E	70.02'
C24	5669.65'	70.01'	0°42'27"	N42°37'03"E	70.01'
C25	5669.65'	70.00'	0°42'27"	N41°54'37"E	70.00'
C26	5669.65'	70.00'	0°42'27"	N41°12'10"E	70.00'
C27	5669.65'	70.02'	0°42'27"	N40°29'43"E	70.02'
C28	5669.65'	129.37'	1°18'27"	N39°29'16"E	129.37'
C29	89.50'	48.32'	30°56'03"	S26°20'12"W	47.74'
C30	89.50'	95.49'	61°07'58"	S19°41'48"E	91.03'
C31 (TOTAL)	89.50'	143.81'	92°04'01"	S4°13'47"E	128.83'
C32	5669.65'	123.40'	1°14'49"	N38°12'38"E	123.40'
C33	130.00'	90.73'	39°59'10"	S70°15'22"E	88.90'
C34	5669.65'	59.81'	0°36'16"	S44°37'28"W	59.81'
C35	5669.65'	59.81'	0°36'16"	S45°13'44"W	59.81'
C36	5669.65'	80.02'	0°48'31"	S40°32'45"W	80.02'

**OWNER'S DEDICATION AND CONSENT TO RECORD**

Known all men by these present that we the undersigned are the owner(s) of the heron described tract of land and hereby cause the same to be divided into lots together with easements as set forth hereafter to be known as:

## 1 O'CLOCK HILL SUBDIVISION PHASE 1

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

In witness whereof I / we have hereunto set my / our hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

By: TOOELE 90 LLC  
SHAUN JOHNSON, MANAGER

**LLC ACKNOWLEDGMENT**

STATE OF UTAH J.S.S.  
County of TOOELE

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_, \_\_\_\_\_ personally appeared before me, the undersigned Notary public, in and for said County of \_\_\_\_\_, \_\_\_\_\_ in said State of Utah, who after being duly sworn, acknowledged to me that he/she/they signed the Owner's Dedication, \_\_\_\_\_ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ RESIDING IN \_\_\_\_\_ COUNTY.

## 1 O'CLOCK HILL SUBDIVISION PHASE 1

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

**TOOELE COUNTY RECORDER**

RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE  
REQUEST OF: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

FEES \_\_\_\_\_ TOOELE COUNTY RECORDER

**ENSIGN**

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

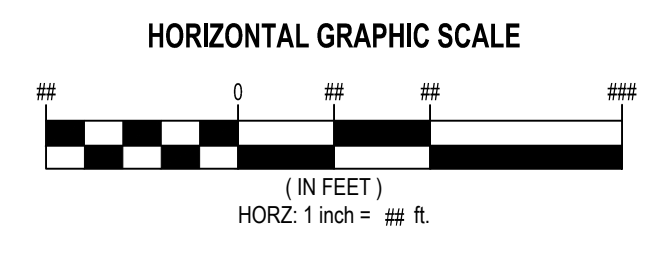
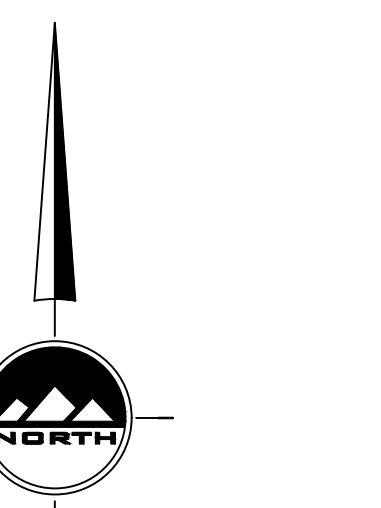
**SALT LAKE CITY**  
LAYTON  
Phone: 801.562.1100

**CEDAR CITY**  
Phone: 435.895.1653  
Fax: 435.898.2663

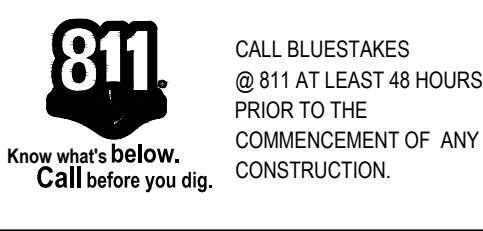
WWW.ENSGNENG.COM

**SHEET 2 OF 7**

PROJECT NUMBER: 11575  
MANAGER: D. KINSMAN  
DRAWN BY: M. SANDOVAL  
CHECKED BY: T. HUSSEY  
DATE: 9/27/2023



**DEVELOPER**  
**SJ COMPANY**  
447 NORTH COOLEY STREET  
GRANTSVILLE, UT 84029  
801-349-0761



# 1 O'CLOCK HILL SUBDIVISION PHASE 2 PRELIMINARY PLAT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32 AND THE  
SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE  
4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH

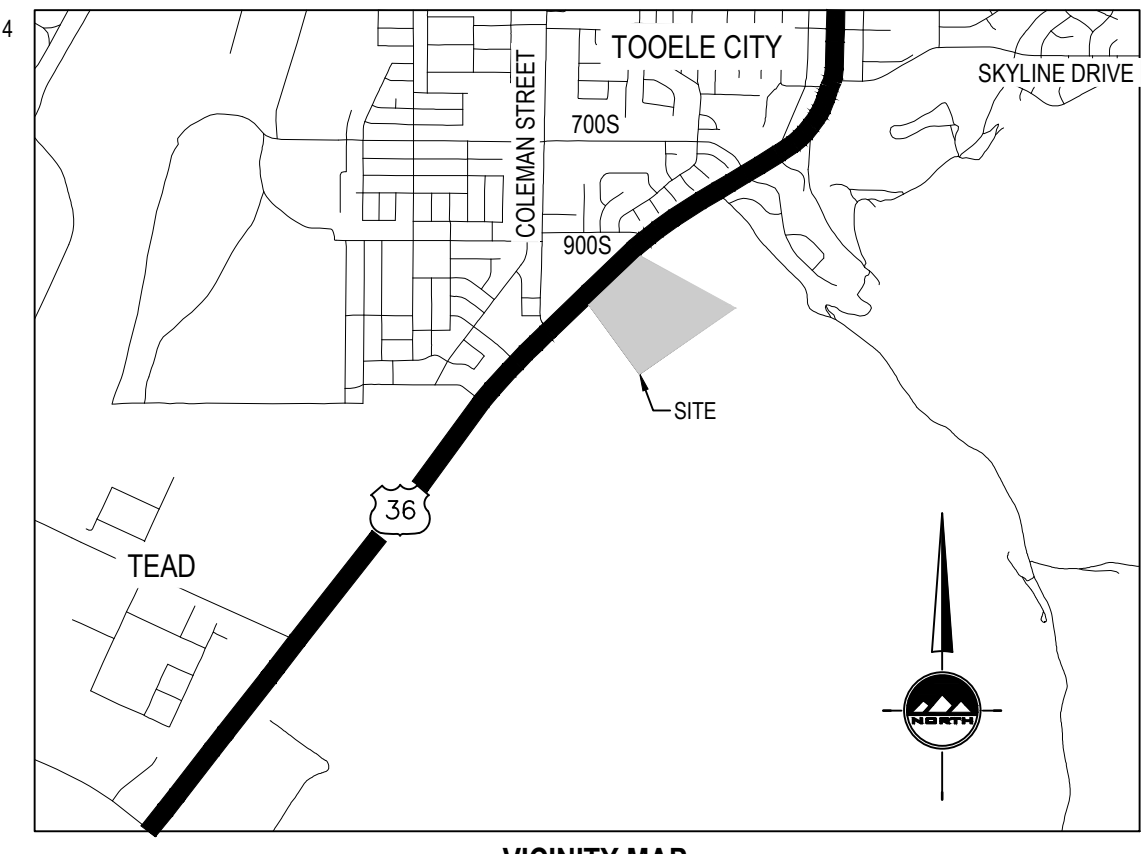
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	89.50'	26.75'	17°07'32"	N52°51'44"W	26.65'
C2	89.50'	50.00'	32°00'23"	N77°25'41"W	49.35'
C3 (TOTAL)	89.50'	140.85'	90°09'59"	S89°22'57"E	126.76'
C4	29.50'	46.42'	90°09'59"	S89°22'57"E	41.78'
C5	70.00'	14.75'	12°04'29"	N39°29'49"E	14.72'
C6	70.00'	95.18'	77°54'34"	N5°29'42"W	88.02'
C7	29.50'	46.35'	90°00'57"	N89°27'28"W	41.73'
C8	29.50'	46.33'	89°59'02"	S0°32'32"W	41.71'
C9	29.50'	46.35'	90°00'58"	S89°27'28"E	41.73'
C10	29.50'	46.32'	89°58'24"	S0°32'13"W	41.71'
C11	29.50'	46.35'	90°01'35"	N89°27'47"W	41.73'
C12	29.50'	46.33'	89°59'03"	N0°32'32"E	41.71'
C13	89.50'	29.80'	19°04'43"	N35°59'42"E	29.66'
C14	89.50'	30.52'	19°32'11"	N16°41'15"E	30.37'

PROPERTY LINE CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	130.00'	176.77'	77°54'34"	S5°29'42"E	163.46'
PC2	130.00'	27.40'	12°04'29"	S39°29'49"W	27.35'
PC3	89.50'	64.10'	41°02'04"	S66°03'05"W	62.74'

CENTER LINE CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
CL1	100.00'	135.98'	77°54'34"	N5°29'42"W	125.74'
CL2	100.00'	21.07'	12°04'29"	S39°29'49"W	21.04'
CL3	59.50'	93.64'	90°09'59"	N89°22'57"W	84.27'
CL4	59.50'	93.29'	89°50'01"	N0°37'03"E	84.02'

EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN (CALCULATED POSITION ONLY)

WITNESS CORNER TO EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN (FOUND, DATED 2021)



VICINITY MAP  
NOT TO SCALE

### LEGEND

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

### KEY NOTES

- 1 RETENTION POND IS TO BE OWNED, OPERATED AND MAINTAINED BY THE H.O.A.

### SURVEYOR'S CERTIFICATE

I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 334575, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots, together with easements, hereafter to be known as 1 o'clock Subdivision Phase 2 and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

### BOUNDARY DESCRIPTION

A parcel of land, situate in the Southeast Quarter of Section 32, and the Southwest Quarter of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele, Tooele County, Utah, more particularly described as follows:

Beginning at a point which is located North 01°16'21" East 1536.10 feet along the section line to the Easterly line of Main Street (State Road-36), from the Southeast Corner of Section 36, Township 2 South, Range 6 West, Salt Lake Base and Meridian, and running:

thence North 45°31'25" East 658.82 feet along said Easterly line of Main Street (State Road-36);  
thence South 44°27'57" East 100.36 feet;  
thence South 41°34'18" East 60.08 feet;  
thence South 44°27'57" East 100.00 feet;  
thence South 45°31'41" West 299.52 feet;  
thence Southeasterly 176.77 feet along the arc of a 130.00-foot radius tangent curve to the right (center bears South 45°33'01" West and the long chord bears South 5°29'42" East 163.46 feet through a central angle of 77°54'34");  
thence South 33°27'35" West 143.43 feet;  
thence Southwesterly 27.40 feet along the arc of a 130.00-foot radius tangent curve to the right (center bears North 56°32'25" West and the long chord bears South 39°29'49" West 27.35 feet through a central angle of 12°04'29");  
thence South 45°32'03" West 607.08 feet;  
thence South 45°42'02" West 98.59 feet more or less to an existing barbed wire fence post;  
thence North 44°59'44" West 202.86 feet along said fence line;  
thence North 44°46'56" West 225.36 feet along said fence line and to the Easterly line of Main Street (State Road-36);  
thence North 45°31'25" East 709.61 feet along said Easterly line of Main Street (State Road-36) and to the Point of Beginning;

Contains 516,958 square feet or 11.87 acres.

Date  
Douglas J. Kinsman  
License No. 334575



### OWNER'S DEDICATION AND CONSENT TO RECORD

Known all men by these presents that we the undersigned are the owner(s) of the hereon described tract of land and hereby cause the same to be divided into lots together with easements as set forth hereafter to be known as:

## 1 O'CLOCK HILL SUBDIVISION PHASE 2

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

In witness whereof I/we have hereunto set my/our hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

By: TOOELE 90  
SHAUN JOHNSON, MANAGER

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH      J.S.  
County of TOOELE

On the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_, \_\_\_\_\_ personally

appeared before me, the undersigned Notary public, in and for said County of \_\_\_\_\_ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, \_\_\_\_\_ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: \_\_\_\_\_  
RESIDING IN \_\_\_\_\_ COUNTY.

NOTARY PUBLIC

## 1 O'CLOCK HILL SUBDIVISION PHASE 2

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32 AND THE  
SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE  
4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH

### SHEET 3 OF 7

PROJECT NUMBER: 11575  
MANAGER: D. KINSMAN  
DRAWN BY: M. SANDOVAL  
CHECKED BY: T. HUSSEY  
DATE: 9/26/2023

DEVELOPER  
SJ COMPANY  
447 NORTH COOLEY STREET  
GRANTSVILLE, UT 84029  
801-349-0761



TOOELE  
169 North Main Street Unit 1  
Tooele, Utah 84074  
Phone: 435.843.3590  
Fax: 435.578.0106

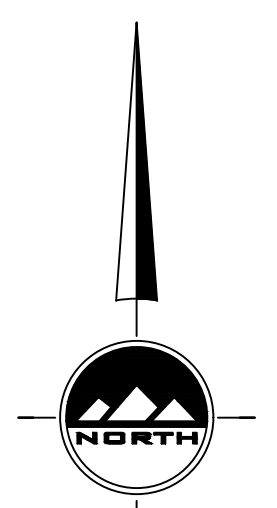
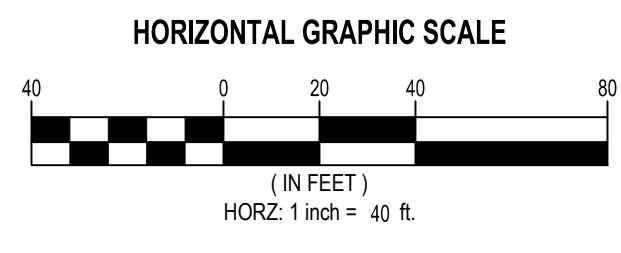
SALT LAKE CITY  
Phone: 801.255.0259

LAYTON  
Phone: 801.567.1190

CEDAR CITY  
Phone: 435.895.1653

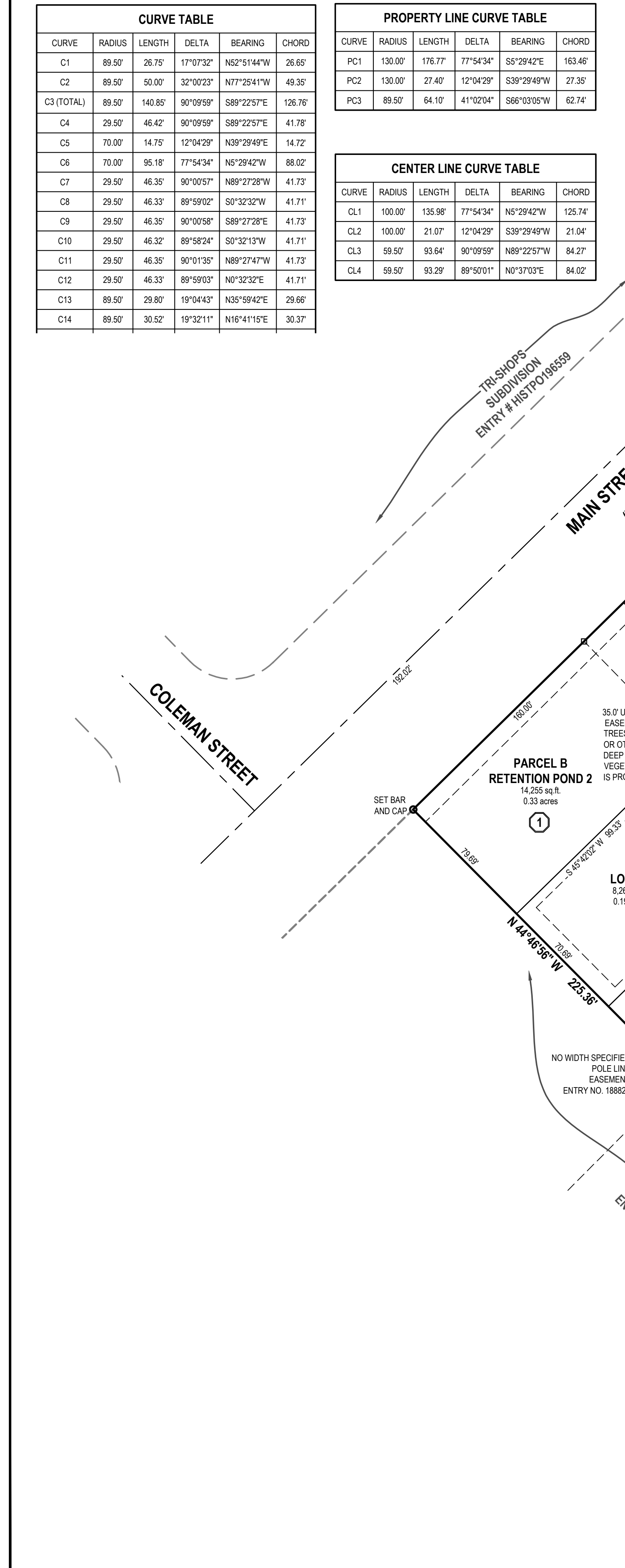
RICHFIELD  
Phone: 435.898.2669

WWW.ENSGNENGS.COM



SOUTHEAST QUARTER CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN (FOUND, DATED 1982)

80' ROW EASEMENT IN FAVOR OF PACIFICORP ENTRY NO. 393622 (APPROXIMATE LOCATION)

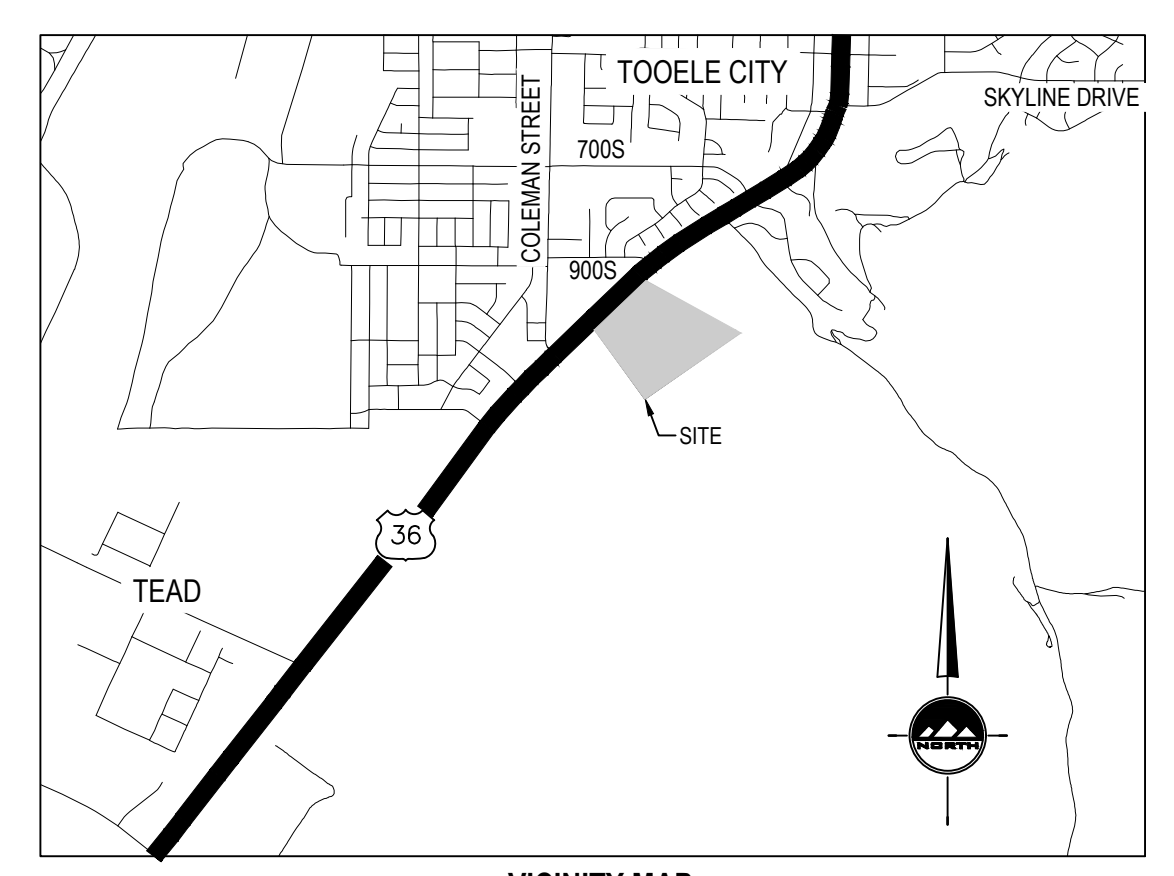


**811**  
Know what's below.  
Call before you dig.

CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.

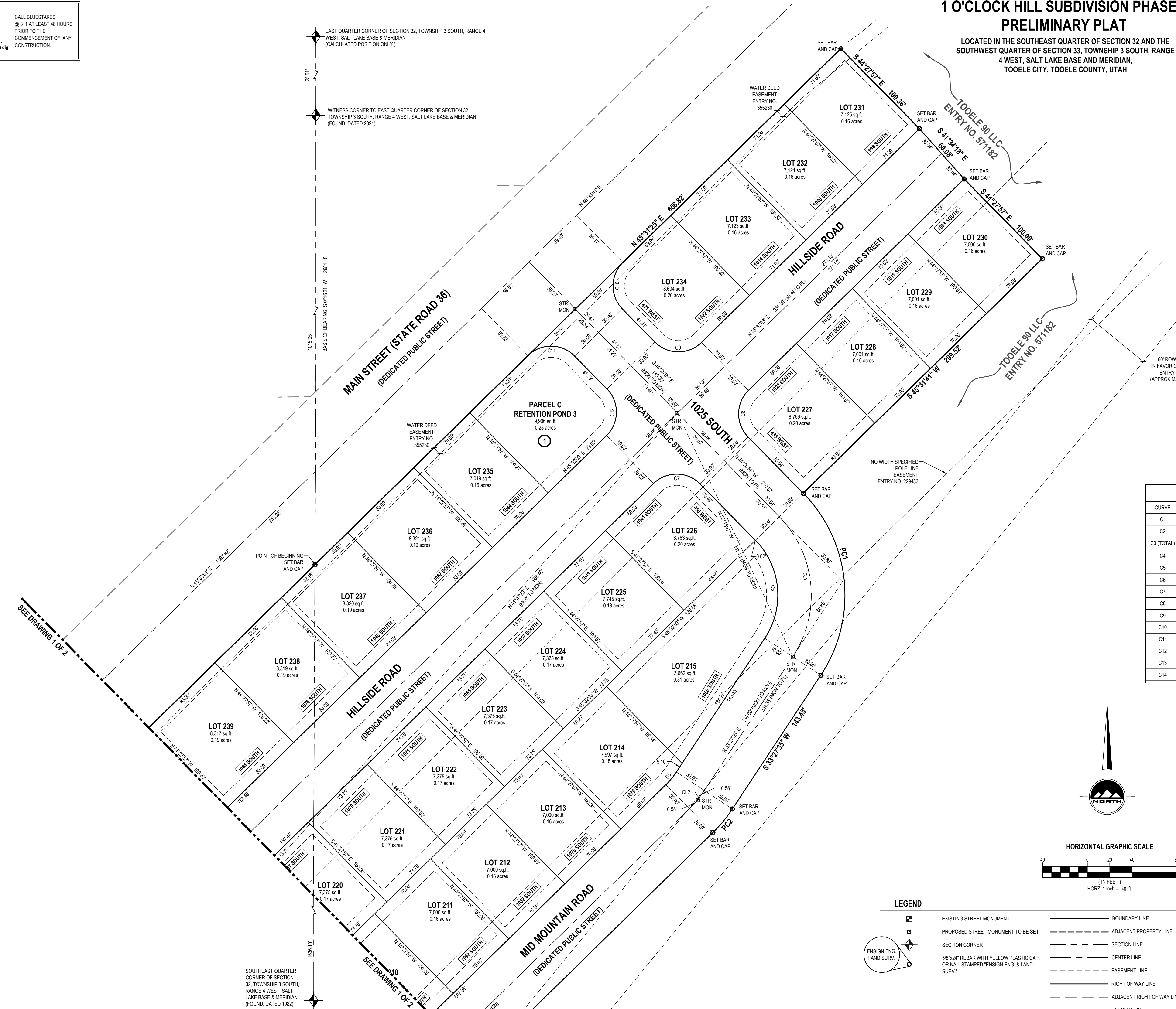
# 1 O'CLOCK HILL SUBDIVISION PHASE 2 PRELIMINARY PLAT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32 AND THE  
SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE  
4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH



EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 4  
WEST, SALT LAKE BASE & MERIDIAN  
(CALCULATED POSITION ONLY)

WITNESS CORNER TO EAST QUARTER CORNER OF SECTION 32,  
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN  
(FOUND, DATED 2021)



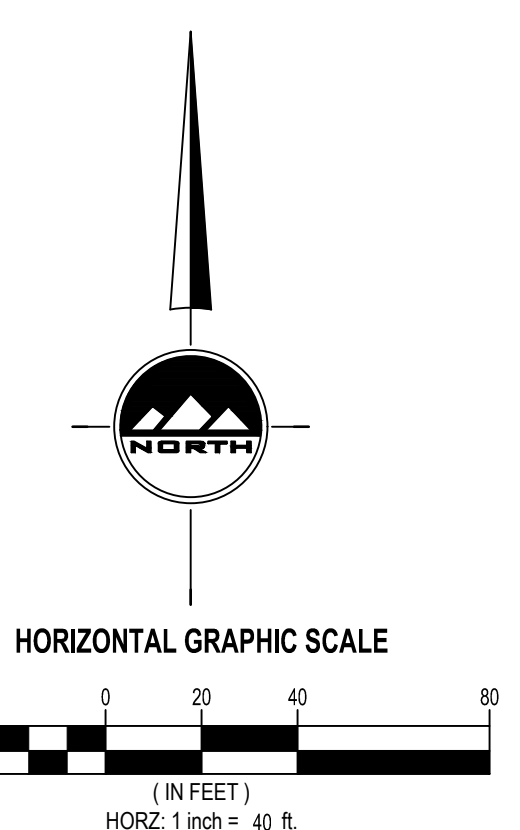
**KEY NOTES**

1 RETENTION POND IS TO BE OWNED, OPERATED AND MAINTAINED BY THE H.O.A.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	89.50	26.75	17°07'32"	N52°51'44"W	26.65
C2	89.50	50.00	32°00'23"	N77°25'41"W	49.35
C3 (TOTAL)	89.50	140.85	90°09'59"	S89°22'57"E	126.76
C4	29.50	46.42	90°09'59"	S89°22'57"E	41.78
C5	70.00	14.75	12°04'29"	N39°29'49"E	14.72
C6	70.00	95.18	77°54'34"	N5°29'42"W	86.02
C7	29.50	46.35	90°00'57"	N89°27'28"W	41.73
C8	29.50	46.33	89°59'02"	S0°32'32"W	41.71
C9	29.50	46.35	90°00'58"	S89°27'28"E	41.73
C10	29.50	46.32	89°58'24"	S0°32'13"W	41.71
C11	29.50	46.35	90°01'35"	N89°27'47"W	41.73
C12	29.50	46.33	89°59'03"	N0°32'32"E	41.71
C13	89.50	29.80	19°04'43"	N35°59'42"E	29.66
C14	89.50	30.52	19°32'11"	N16°41'15"E	30.37

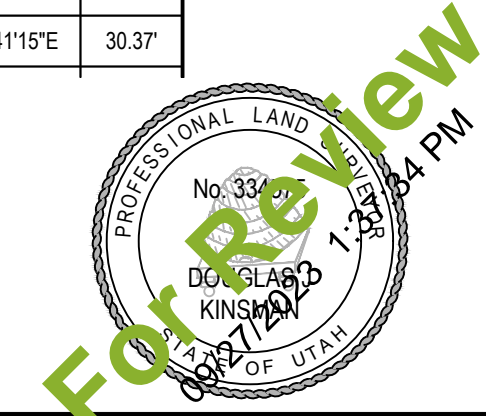
PROPERTY LINE CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	130.00	176.77	77°54'34"	S5°29'42"E	163.46
PC2	130.00	27.40	12°04'29"	S39°29'49"W	27.35
PC3	89.50	64.10	41°02'04"	S66°03'05"W	62.74

CENTER LINE CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
CL1	100.00	135.98	77°54'34"	N5°29'42"W	125.74
CL2	100.00	21.07	12°04'29"	S39°29'49"W	21.04
CL3	59.50	93.64	90°09'59"	N89°22'57"E	84.27
CL4	59.50	93.29	89°59'01"	N0°37'03"E	84.02



**LEGEND**

	EXISTING STREET MONUMENT		BOUNDARY LINE
	PROPOSED STREET MONUMENT TO BE SET		ADJACENT PROPERTY LINE
	SECTION CORNER		SECTION LINE
	5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."		CENTER LINE
			EASEMENT LINE
			RIGHT OF WAY LINE
			ADJACENT RIGHT OF WAY LINE
			TANGENT LINE



**DEVELOPER**  
SJ COMPANY  
447 NORTH COOLEY STREET  
GRANTSVILLE, UT 84029  
801-349-0761

## 1 O'CLOCK HILL SUBDIVISION PHASE 2

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32 AND THE  
SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE  
4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH

**TOOELE COUNTY RECORDER**

RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE  
REQUEST OF: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
FEES \_\_\_\_\_ TOOELE COUNTY RECORDER

**ENSIGN**  
TOOELE  
169 North Main Street Unit 1  
Tooele, Utah 84074  
Phone: 435-843-3590  
Fax: 435-578-0106  
WWW.ENSIGNENG.COM

**SALT LAKE CITY**  
Phone: 801-252-0259  
**LAYTON**  
Phone: 801-581-1100  
**CEDAR CITY**  
Phone: 801-885-1403  
**RICHFIELD**  
Phone: 435-898-2983

**SHEET 4 OF 7**

PROJECT NUMBER: 11575  
MANAGER: D. KINSMAN  
DRAWN BY: M. SANDVOAL  
CHECKED BY: T. HUSSEY  
DATE: 9/26/2023

**811** CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. Know what's below. Call before you dig.

**LEGEND**

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT TO BE SET
- SECTION CORNER
- 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
- WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN (CALCULATED POSITION ONLY)
- WITNESS CORNER TO WEST QUARTER CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN (FOUND, DATED 2021)
- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- ADJACENT RIGHT OF WAY LINE
- TANGENT LINE

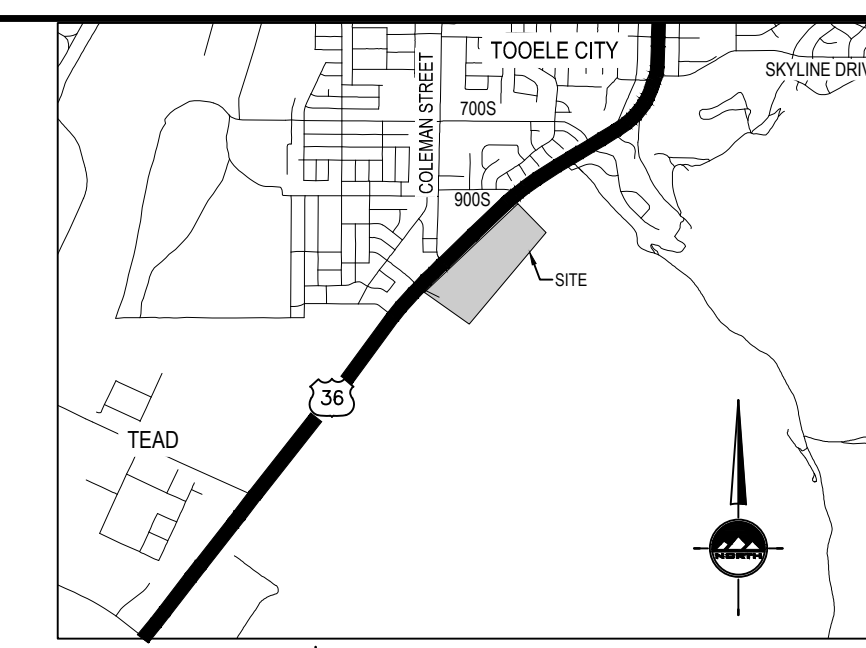
**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	240.00'	9.34'	2°13'51"	S46°38'59"W	9.34'
C2	970.00'	66.75'	3°56'34"	S49°49'23"W	66.74'
C3	970.00'	12.02'	0°42'36"	S52°08'58"W	12.02'
C4 (TOTAL)	970.00'	78.77'	4°39'10"	N50°10'41"E	78.75'
C5	340.00'	27.07'	4°33'39"	S54°47'06"W	27.06'
C6	250.00'	16.73'	3°50'00"	S58°58'56"W	16.72'
C7	250.00'	87.47'	20°02'50"	S70°55'21"W	87.03'
C8	250.00'	71.06'	16°17'07"	S89°05'19"W	70.82'
C9 (TOTAL)	250.00'	175.26'	40°09'57"	S77°08'54"W	171.69'
C10	130.00'	16.83'	7°25'06"	S86°28'40"E	16.82'
C11	130.00'	44.27'	19°30'46"	N80°03'23"E	44.06'
C12	130.00'	59.10'	26°02'56"	N57°16'32"E	58.60'
C13 (TOTAL)	130.00'	103.38'	45°33'42"	N67°01'55"E	100.67'
C14	70.00'	55.66'	45°33'42"	N67°01'55"E	54.21'
C15	70.00'	9.06'	7°25'06"	S86°28'40"E	9.06'
C16	310.00'	49.94'	9°13'50"	N87°23'02"W	49.89'
C17	310.00'	65.76'	12°09'13"	S81°55'26"W	65.63'
C18	310.00'	65.76'	12°09'13"	S69°46'13"W	65.63'
C19	310.00'	35.86'	6°37'41"	S60°22'46"W	35.84'
C20 (TOTAL)	310.00'	217.32'	40°09'57"	S77°08'54"W	212.90'
C21	400.00'	31.84'	4°33'39"	N54°47'06"E	31.83'
C22	29.50'	45.38'	88°08'12"	S83°25'38"E	41.04'
C23	29.50'	46.61'	90°31'30"	S5°54'14"W	41.91'
C24	29.50'	44.90'	87°12'37"	N4°14'47"E	40.69'
C25	29.50'	46.69'	90°41'02"	N84°42'02"W	41.97'
C26	300.00'	11.73'	2°14'24"	N46°39'15"E	11.73'
C27	5679.65'	40.88'	0°24'45"	N57°43'02"E	40.88'
C28	5679.65'	70.00'	0°42'22"	N57°09'29"E	70.00'
C29	5679.65'	70.14'	0°42'22"	N56°27'04"E	70.14'
C30	5729.65'	6.29'	0°03'46"	N53°44'33"E	6.29'
C31	5729.65'	70.01'	0°42'00"	N53°21'40"E	70.01'
C32	5729.65'	70.00'	0°42'00"	N52°39'39"E	70.00'
C33	5729.65'	70.00'	0°42'00"	N51°57'39"E	70.00'
C34	5729.65'	21.57'	0°12'57"	N51°30'11"E	21.57'
C35	5669.65'	38.52'	0°23'21"	N53°24'10"E	38.52'
C36	5669.65'	70.00'	0°42'22"	N52°51'16"E	70.00'
C37	5669.65'	70.00'	0°42'22"	N52°08'09"E	70.00'
C38	5669.65'	62.06'	0°37'38"	N51°28'47"E	62.06'

**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C39	5669.65'	64.78'	0°39'17"	N49°37'48"E	64.78'
C40	5669.65'	71.01'	0°43'04"	N48°56'38"E	71.01'
C41	5669.65'	71.00'	0°43'03"	N48°13'35"E	71.00'
C42	5669.65'	71.00'	0°43'03"	N47°30'32"E	71.00'
C43	5669.65'	71.01'	0°43'03"	N46°47'28"E	71.01'
C44	5669.65'	71.03'	0°43'04"	N46°04'24"E	71.03'
C45	5669.65'	18.89'	0°11'27"	N45°37'09"E	18.89'

**1 O'CLOCK HILL SUBDIVISION PHASE 3  
PRELIMINARY PLAT**  
LOCATED IN THE WEST HALF OF SECTION 33, TOWNSHIP 3 SOUTH,  
RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH



**PROPERTY LINE CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	5729.65'	237.88'	2°22'43"	N52°35'04"E	237.86'
PC2	5679.65'	181.01'	1°49'34"	N57°00'38"E	181.01'
PC3	5669.65'	798.94'	8°04'26"	N49°33'38"E	798.28'
PC4	5729.65'	9.92'	0°05'57"	N51°20'44"E	9.92'

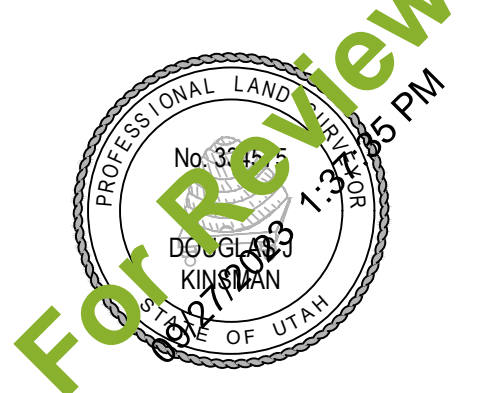
**CENTER LINE CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
CL1	270.00'	10.92'	2°19'03"	N46°41'35"E	10.92'
CL2	1000.00'	45.34'	2°35'52"	N49°09'02"E	45.34'
CL3	1000.00'	35.87'	2°03'18"	N51°28'37"E	35.86'
CL4 (TOTAL)	1000.00'	81.21'	4°39'10"	N50°10'41"E	81.18'
CL5	370.00'	29.45'	4°33'39"	N54°47'06"E	29.45'
CL6	280.00'	196.29'	40°09'57"	N77°08'54"E	192.29'
CL7	100.00'	12.95'	7°25'06"	S86°28'40"E	12.94'
CL8	100.00'	79.52'	45°33'42"	N67°01'55"E	77.44'
CL9	5729.99'	440.89'	4°24'31"	N47°45'16"E	440.78'
CL10	5729.19'	60.56'	0°36'20"	N50°15'42"E	60.56'
CL11 (TOTAL)	5730.00'	501.45'	5°00'51"	S48°03'26"W	501.29'
CL12	5731.24'	39.32'	0°23'35"	N50°45'39"E	39.32'
CL13	5730.20'	243.08'	2°25'50"	N52°22'58"E	243.06'
CL14	5729.89'	432.53'	1°19'30"	N55°45'38"E	432.42'
CL15 (TOTAL)	5730.00'	735.92'	7°21'31"	S54°14'37"W	735.41'
CL16	5730.00'	167.73'	1°40'38"	S58°45'42"W	167.73'
CL17	8060.00'	160.09'	1°08'17"	N69°01'52"E	160.09'

**SURVEYOR'S CERTIFICATE**  
I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 334575, in accordance with Title 56, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-25-17, have verified all measurements, and have subdivided said tract of land into lots, together with easements, hereinafter to be known as 1 o'clock Subdivision Phase 3 and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

**BOUNDARY DESCRIPTION**  
A parcel of land, situate in the West Half of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Tooele County, Utah, more particularly described as follows:  
Beginning at a point which is located North 89°31'21" East 1120.21 feet along the Quarter Section line to the Easterly line of Main Street (State Road-36), from the West Quarter Corner of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:  
thence Northeasterly 237.88 feet along the arc of a 5729.65-foot radius tangent curve to the right (center bears South 38°36'17" East and the long chord bears North 52°35'04" East 237.86 feet through a central angle of 2°22'43") along said Easterly line;  
thence Northeasterly 181.01 feet along the arc of a 5679.65-foot radius tangent curve to the right (center bears South 33°54'09" East and the long chord bears North 57°00'38" East 181.01 feet through a central angle of 1°49'34");  
thence North 57°55'25" East 354.46 feet;  
thence South 45°55'43" East 210.00 feet;  
thence North 57°56'00" East 89.15 feet;  
thence South 45°46'13" East 336.64 feet;  
thence South 39°13'44" East 19.22 feet;  
thence South 49°54'41" West 107.32 feet;  
thence South 89°48'46" West 275.55 feet;  
thence North 82°46'07" West 184.27 feet;  
thence South 81°26'42" West 106.25 feet;  
thence South 57°03'55" West 165.74 feet;  
thence South 71°04'18" West 41.17 feet;  
thence North 37°29'44" West 65.89 feet;  
thence South 52°30'16" West 264.91 feet;  
thence South 37°29'44" East 100.00 feet;  
thence South 52°30'16" West 140.00 feet;  
thence South 52°26'58" West 69.38 feet;  
thence South 49°37'30" West 66.54 feet;  
thence South 47°51'06" West 420.00 feet;  
thence South 45°53'56" West 67.97 feet;  
thence North 44°27'57" West 100.00 feet;  
thence North 41°34'15" West 60.56 feet;  
thence North 44°27'57" West 100.36 feet along said Easterly line of Main Street;  
thence North 45°31'25" East 55.37 feet along said Easterly line to an arc;  
thence Northeasterly 798.94 feet along the arc of a 5669.65-foot radius tangent curve to the right (center bears South 44°28'35" East and the long chord bears North 49°33'38" East 798.28 feet through a central angle of 8°04'26");  
thence Northeasterly 9.92 feet along the arc of a 5729.65-foot radius tangent curve to the right (center bears South 38°42'14" East and the long chord bears North 51°20'44" East 9.92 feet through a central angle of 0°05'57") to the Point of Beginning.

Contains 526,630 square feet or 12.09 acres.



**OWNER'S DEDICATION AND CONSENT TO RECORD**  
I, the undersigned owner(s) of the herein described tract of land and hereby cause the same to be divided into lots together with easements as set forth hereinafter to be known as:

**1 O'CLOCK HILL SUBDIVISION PHASE 3**

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

In witness whereof I have hereunto set my / our hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

By: TOOELE 90 LLC  
SHAUN JOHNSON, MANAGER

**LLC ACKNOWLEDGMENT**

STATE OF UTAH, County of \_\_\_\_\_, J.S.S. \_\_\_\_\_  
On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, \_\_\_\_\_ personally appeared before me, the undersigned Notary public, in and for said County of \_\_\_\_\_ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, \_\_\_\_\_ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: \_\_\_\_\_  
RESIDING IN \_\_\_\_\_ COUNTY.

NOTARY PUBLIC  
TOOELE

**1 O'CLOCK HILL SUBDIVISION PHASE 3**

LOCATED IN THE WEST HALF OF SECTION 33, TOWNSHIP 3 SOUTH,  
RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH

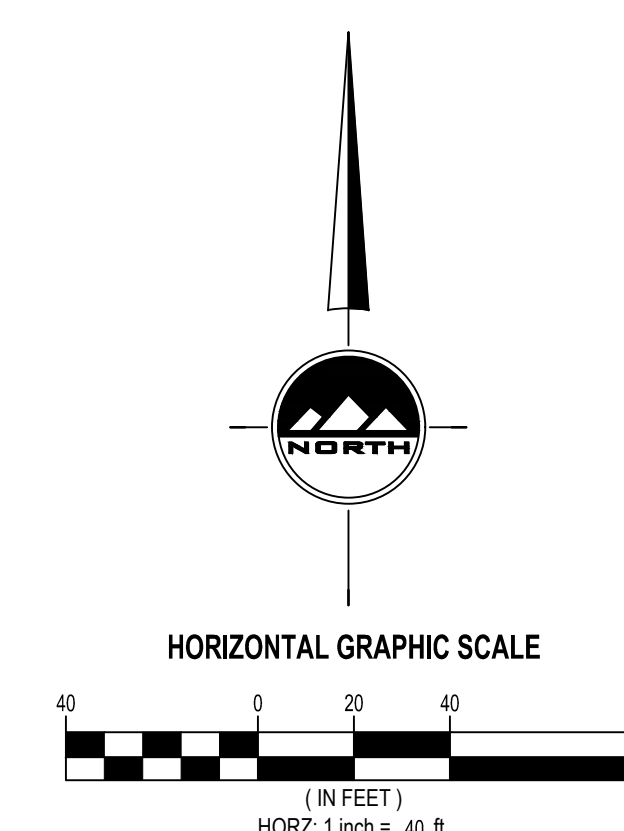
**TOOELE COUNTY RECORDER**

RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE  
REQUEST OF: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
FEES \_\_\_\_\_ TOOELE COUNTY RECORDER

**DEVELOPER**  
SJ COMPANY  
447 NORTH COOLEY STREET  
GRANTSVILLE, UT 84029  
801-349-0761

**ENSGN**  
TOOELE  
169 North Main Street Unit 1  
Tooele, Utah 84074  
Phone: 435.843.3590  
Fax: 435.578.0106  
RICHFIELD  
Phone: 435.898.2983  
WWW.ENSGNENG.COM

**SHEET 5 OF 7**  
PROJECT NUMBER : 11575  
MANAGER : D. KINSMAN  
DRAWN BY : M. SANDOVAL  
CHECKED BY : T. HUSSEY  
DATE : 9/26/2023



CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	240.00	9.34	2°13'51"	S46°38'59"W	9.34
C2	970.00	66.75	3°56'34"	S49°49'23"W	66.74
C3	970.00	12.02	0°42'36"	S52°08'58"W	12.02
C4 (TOTAL)	970.00	78.77	4°39'10"	N50°10'41"E	78.75
C5	340.00	27.07	4°33'39"	S54°47'06"W	27.06
C6	250.00	16.73	3°50'00"	S58°58'56"W	16.72
C7	250.00	87.47	20°02'50"	S70°55'21"W	87.63
C8	250.00	71.06	16°17'07"	S89°05'19"W	70.82
C9 (TOTAL)	250.00	175.26	40°09'57"	S77°08'54"W	171.89
C10	130.00	16.83	7°25'06"	S86°28'40"E	16.82
C11	130.00	44.27	19°30'46"	N80°03'23"E	44.06
C12	130.00	59.10	26°02'56"	N57°16'32"E	58.60
C13 (TOTAL)	130.00	103.38	45°33'42"	N67°01'55"E	100.67
C14	70.00	55.66	45°33'42"	N67°01'55"E	54.21
C15	70.00	9.06	7°25'06"	S86°28'40"E	9.06
C16	310.00	49.94	9°13'50"	N87°23'02"W	49.89
C17	310.00	65.76	12°09'13"	S81°55'26"W	65.63
C18	310.00	65.70	12°09'13"	S89°46'13"W	65.63
C19	310.00	35.86	6°37'41"	S60°22'46"W	35.84
C20 (TOTAL)	310.00	217.32	40°09'57"	S77°08'54"W	212.90
C21	400.00	31.84	4°33'39"	N54°47'06"E	31.83
C22	29.50	45.38	88°08'12"	S83°25'38"E	41.04
C23	29.50	46.61	90°31'30"	S5°54'14"W	41.91
C24	29.50	44.90	87°12'37"	N4°14'47"E	40.69
C25	29.50	46.69	90°41'02"	N84°42'02"W	41.97
C26	300.00	11.73	2°14'24"	N46°39'15"E	11.73
C27	5679.65	40.88	0°24'45"	N57°43'02"E	40.88
C28	5679.65	70.00	0°42'22"	N57°09'29"E	70.00
C29	5679.65	70.14	0°42'27"	N56°27'04"E	70.14
C30	5729.65	6.29	0°03'46"	N53°44'33"E	6.29
C31	5729.65	70.01	0°42'00"	N53°21'40"E	70.01
C32	5729.65	70.00	0°42'00"	N52°39'39"E	70.00
C33	5729.65	70.00	0°42'00"	N51°57'39"E	70.00
C34	5729.65	21.57	0°12'57"	N51°30'11"E	21.57
C35	5669.65	38.52	0°23'21"	N53°24'10"E	38.52
C36	5669.65	70.00	0°42'27"	N52°51'16"E	70.00
C37	5669.65	70.00	0°42'27"	N52°08'50"E	70.00
C38	5669.65	62.06	0°37'38"	N51°28'47"E	62.06

**811**  
CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.  
Know what's below.  
Call before you dig.

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	5729.65	237.88	2°22'43"	N52°39'04"E	237.86
PC2	5679.65	181.01	1°49'34"	N57°00'38"E	181.01
PC3	5669.65	798.94	8°04'26"	N49°33'38"E	798.28
PC4	5729.65	9.92	0°05'57"	N51°20'44"E	9.92

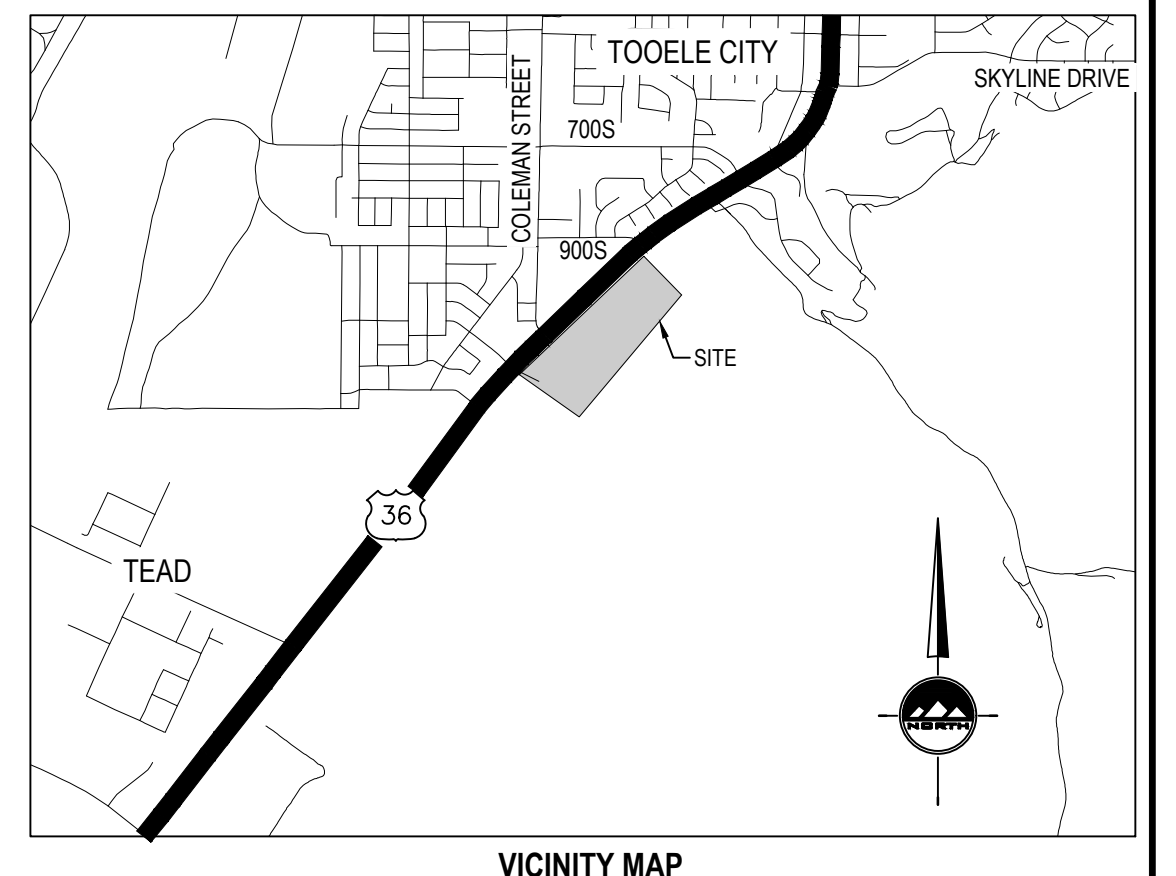
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C39	5669.65	64.78	0°39'17"	N49°37'48"E	64.78
C40	5669.65	71.01	0°43'04"	N48°56'38"E	71.01
C41	5669.65	71.00	0°43'03"	N48°13'35"E	71.00
C42	5669.65	71.00	0°43'03"	N47°30'32"E	71.00
C43	5669.65	71.01	0°43'03"	N46°47'28"E	71.01
C44	5669.65	71.03	0°43'04"	N46°04'24"E	71.03
C45	5669.65	18.89	0°11'27"	N45°37'09"E	18.89

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
CL1	270.00	10.92	2°19'03"	N46°41'35"E	10.92
CL2	1000.00	45.34	2°35'52"	N49°09'02"E	45.34
CL3	1000.00	35.87	2°03'18"	N51°28'37"E	35.86
CL4 (TOTAL)	1000.00	81.21	4°39'10"	N50°10'41"E	81.18
CL5	370.00	29.45	4°33'39"	N54°47'06"E	29.45
CL6	280.00	196.29	40°09'57"	N77°08'54"E	192.29
CL7	100.00	12.95	7°25'06"	S86°28'40"E	12.94
CL8	100.00	79.52	45°33'42"	N67°01'55"E	77.44
CL9	5729.99	440.89	4°24'31"	N47°45'16"E	440.78
CL10	5729.19	60.56	0°36'20"	N50°15'42"E	60.56
CL11 (TOTAL)	5730.00	501.45	5°00'51"	S48°03'26"W	501.29
CL12	5731.24	39.32	0°23'35"	N50°45'39"E	39.32
CL13	5730.20	243.08	2°25'50"	N52°22'58"E	243.06
CL14	5729.89	432.53	4°19'30"	N55°45'38"E	432.42
CL15 (TOTAL)	5730.00	735.92	7°21'31"	S54°14'37"W	735.41
CL16	5730.00	167.73	1°40'38"	S58°45'42"W	167.73
CL17	8060.00	160.09	1°08'17"	N59°01'52"E	160.09

**KEY NOTES**  
 ① RETENTION POND IS TO BE OWNED, OPERATED AND MAINTAINED BY THE H.O.A.

# 1 O'CLOCK HILL SUBDIVISION PHASE 3 PRELIMINARY PLAT

LOCATED IN THE WEST HALF OF SECTION 33, TOWNSHIP 3 SOUTH,  
RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH



**DEVELOPER**  
 SJ COMPANY  
 447 NORTH COOLEY STREET  
 GRANTSVILLE, UT 84029  
 801-349-0761

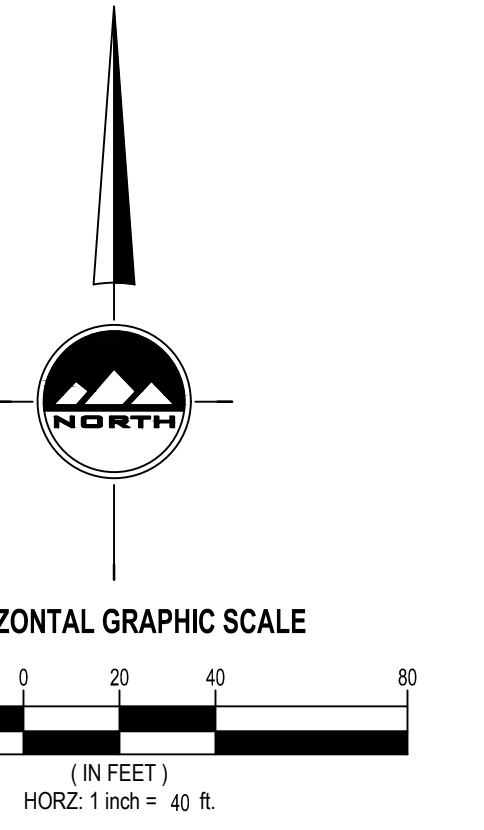
## 1 O'CLOCK HILL SUBDIVISION PHASE 3

LOCATED IN THE WEST HALF OF SECTION 33, TOWNSHIP 3 SOUTH,  
RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH

**TOOELE COUNTY RECORDER**

RECORDED # \_\_\_\_\_  
 STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE  
 REQUEST OF: \_\_\_\_\_  
 DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
 FEES \_\_\_\_\_ TOOELE COUNTY RECORDER

- LEGEND**
- EXISTING STREET MONUMENT
  - PROPOSED STREET MONUMENT TO BE SET
  - SECTION CORNER
  - 5/8"Ø REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
  - BOUNDARY LINE
  - ADJACENT PROPERTY LINE
  - SECTION LINE
  - CENTER LINE
  - EASEMENT LINE
  - RIGHT OF WAY LINE
  - ADJACENT RIGHT OF WAY LINE
  - TANGENT LINE



**SHEET 6 OF 7**

PROJECT NUMBER : 11575  
 MANAGER : D. KINSMAN  
 DRAWN BY : M. SANDOVAL  
 CHECKED BY : T. HUSSEY  
 DATE : 9/26/2023

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

**SALT LAKE CITY**  
 Phone: 801.255.0529

**LAYTON**  
 Phone: 801.562.1100

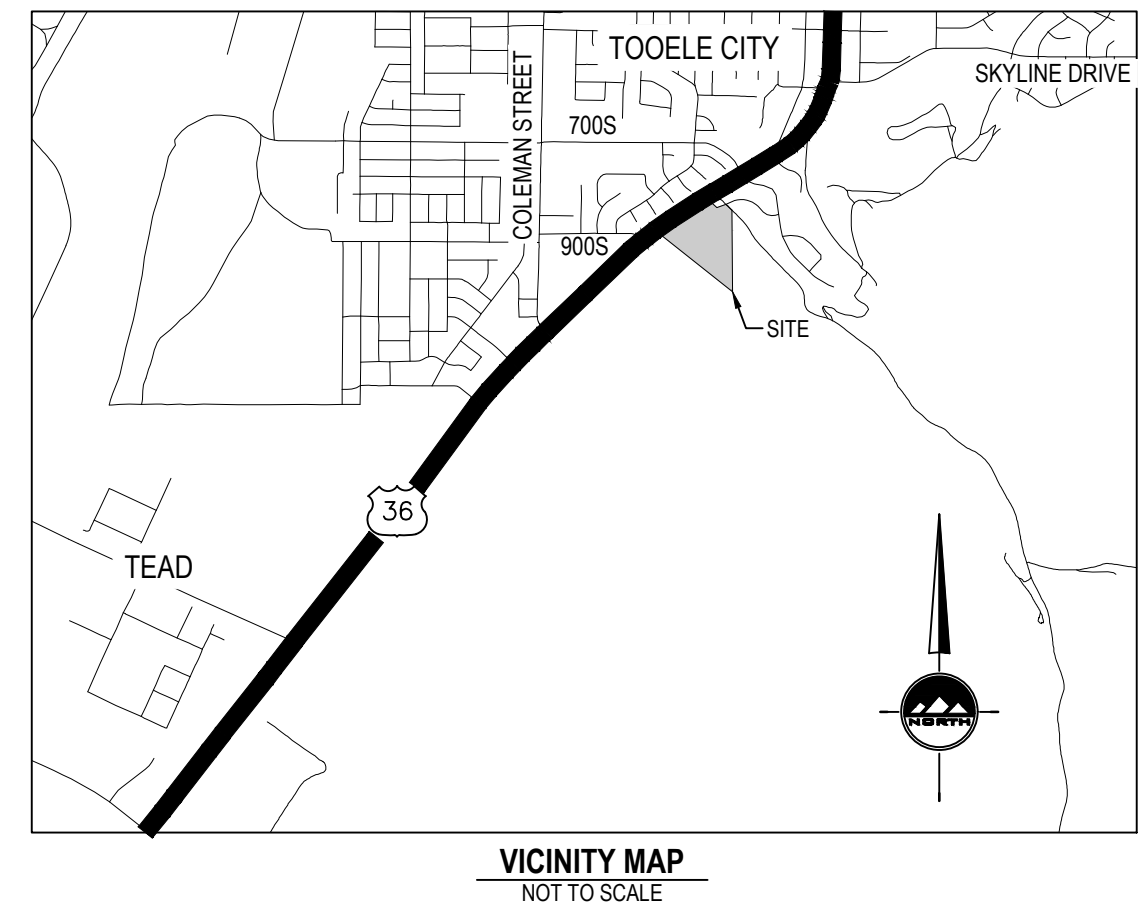
**RICHLAND**  
 Phone: 435.895.1653  
 Phone: 435.896.2563

**ENSIGN**  
 www.ensingeng.com

**811**  
CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.  
Know what's below.  
Call before you dig.

# 1 O'CLOCK HILL SUBDIVISION PHASE 4 PRELIMINARY PLAT

LOCATED IN THE WEST HALF OF SECTION 33, TOWNSHIP 3 SOUTH,  
RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH



**SURVEYOR'S CERTIFICATE**

I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 334575, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots, together with assessments, hereafter to be known as 1 o'clock Subdivision Phase 4 and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

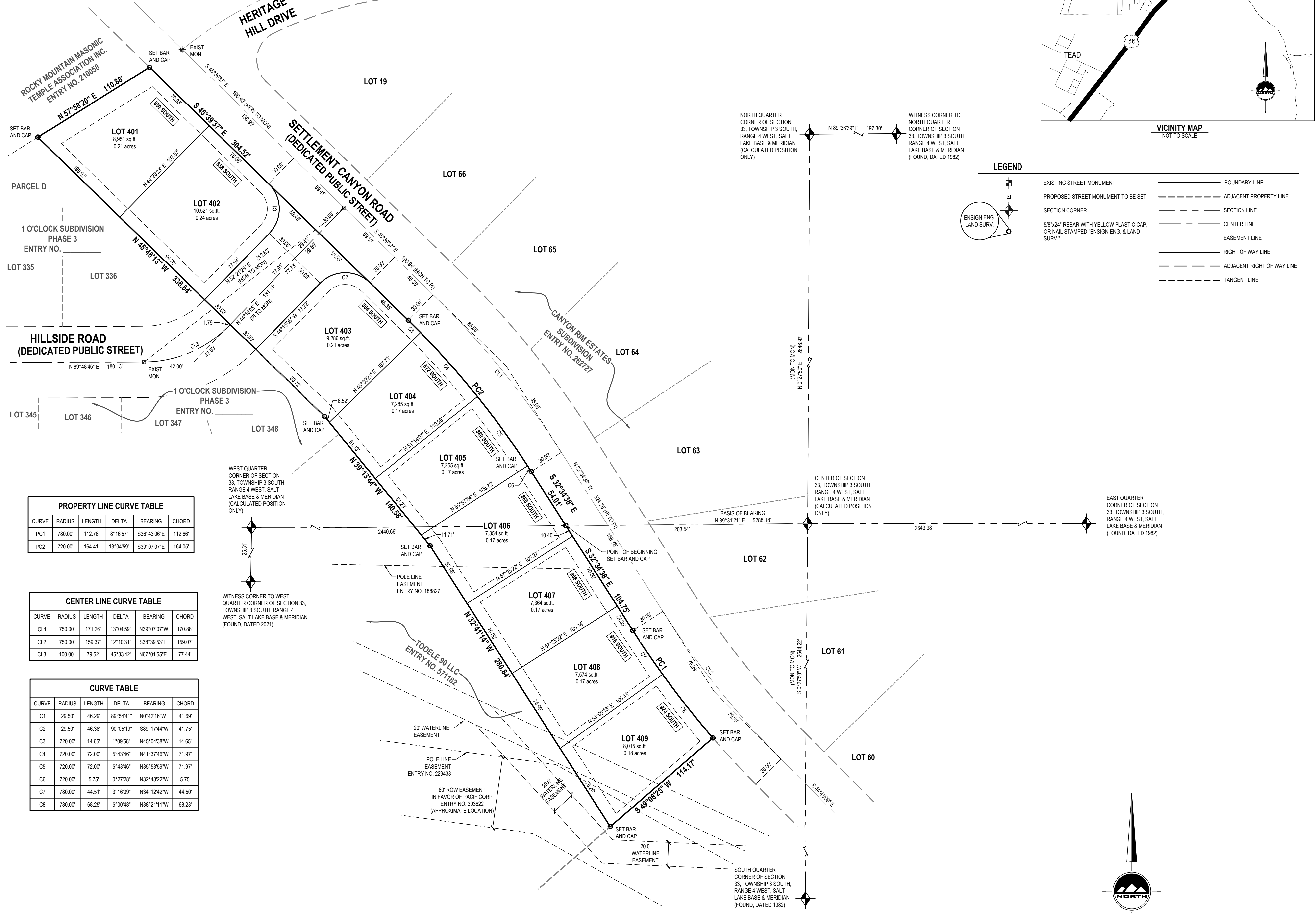
**BOUNDARY DESCRIPTION**

A parcel of land, situate in the West Half of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City Tooele County, Utah, more particularly described as follows:

Beginning at a point which is located North 89°31'21" East 2440.66 feet along the Quarter Section line to the Westerly line of Settlement Canyon Road, from the West Quarter Corner of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South 32°34'38" East 104.75 feet along said Westerly line to an arc;  
thence Southeast 112.76 feet along the arc of a 780.00-foot radius tangent curve to the left (center bears North 57°25'22" East and the long chord bears South 36°43'06" East 112.66 feet through a central angle of 6°16'57");  
thence South 49°08'25" West 114.17 feet;  
thence North 32°41'14" West 280.84 feet;  
thence North 39°13'44" West 140.58 feet;  
thence North 45°48'13" West 336.64 feet;  
thence North 67°08'20" East 110.89 feet to said Westerly line;  
thence South 45°39'37" East 304.52 feet;  
thence Southeast 164.41 feet along the arc of a 720.00-foot radius tangent curve to the right (center bears South 44°20'23" West and the long chord bears South 39°07'07" East 164.05 feet through a central angle of 13°04'59");  
thence South 32°34'38" East 54.01 feet to the Point of Beginning.

Contains 80,418 square feet or 1.84 acres.



**LEGEND**

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT TO BE SET
- SECTION CORNER
- 5/8"x24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- ADJACENT RIGHT OF WAY LINE
- TANGENT LINE

**PROPERTY LINE CURVE TABLE**

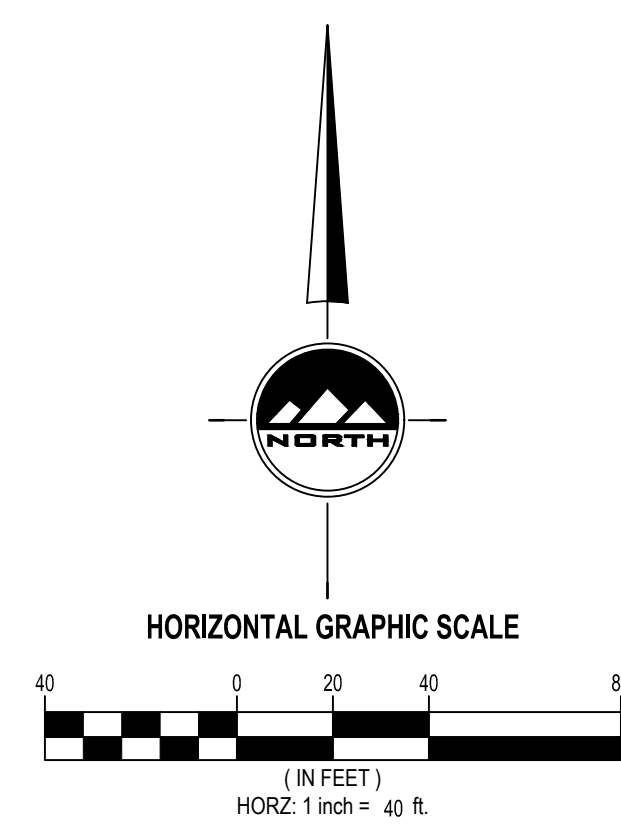
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	780.00'	112.76'	8°16'57"	S36°43'06"E	112.66'
PC2	720.00'	164.41'	13°04'59"	S39°07'07"E	164.05'

**CENTER LINE CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
CL1	750.00'	171.26'	13°04'59"	N39°07'07"W	170.88'
CL2	750.00'	159.37'	12°10'31"	S38°39'53"E	159.07'
CL3	100.00'	79.52'	45°33'42"	N67°01'55"E	77.44'

**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	29.50'	46.29'	89°54'41"	N0°42'16"W	41.69'
C2	29.50'	46.38'	90°05'19"	S89°17'44"W	41.75'
C3	720.00'	14.65'	1°09'58"	N45°04'38"W	14.65'
C4	720.00'	72.00'	5°43'46"	N41°37'46"W	71.97'
C5	720.00'	72.00'	5°43'46"	N35°53'59"W	71.97'
C6	720.00'	5.75'	0°27'28"	N32°48'22"W	5.75'
C7	780.00'	44.51'	3°16'09"	N34°12'42"W	44.50'
C8	780.00'	68.25'	5°00'48"	N38°21'11"W	68.23'



**DEVELOPER**  
SJ COMPANY  
447 NORTH COOLEY STREET  
GRANTSVILLE, UT 84029  
801-349-0761



**OWNER'S DEDICATION AND CONSENT TO RECORD**

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

## 1 O'CLOCK HILL SUBDIVISION PHASE 4

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

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

By: TOOELE 90 LLC  
SHAUN JOHNSON, MANAGER  
**LLC ACKNOWLEDGMENT**

STATE OF UTAH  
County of TOOELE JS.S.  
On the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, \_\_\_\_\_ personally appeared before me, the undersigned Notary public, in and for said County of \_\_\_\_\_ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, \_\_\_\_\_ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: \_\_\_\_\_  
RESIDING IN \_\_\_\_\_ COUNTY.

## 1 O'CLOCK HILL SUBDIVISION PHASE 4

LOCATED IN THE WEST HALF OF SECTION 33, TOWNSHIP 3 SOUTH,  
RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,  
TOOELE CITY, TOOELE COUNTY, UTAH

**TOOELE COUNTY RECORDER**

RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE  
REQUEST OF: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
FEES \_\_\_\_\_ TOOELE COUNTY RECORDER

**ENSIGN**

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

**SALT LAKE CITY**  
Phone: 801.252.0259

**LAYTON**  
Phone: 801.567.1190

**CDAR CITY**  
Phone: 435.895.1653

**RICHFIELD**  
Phone: 435.898.2663

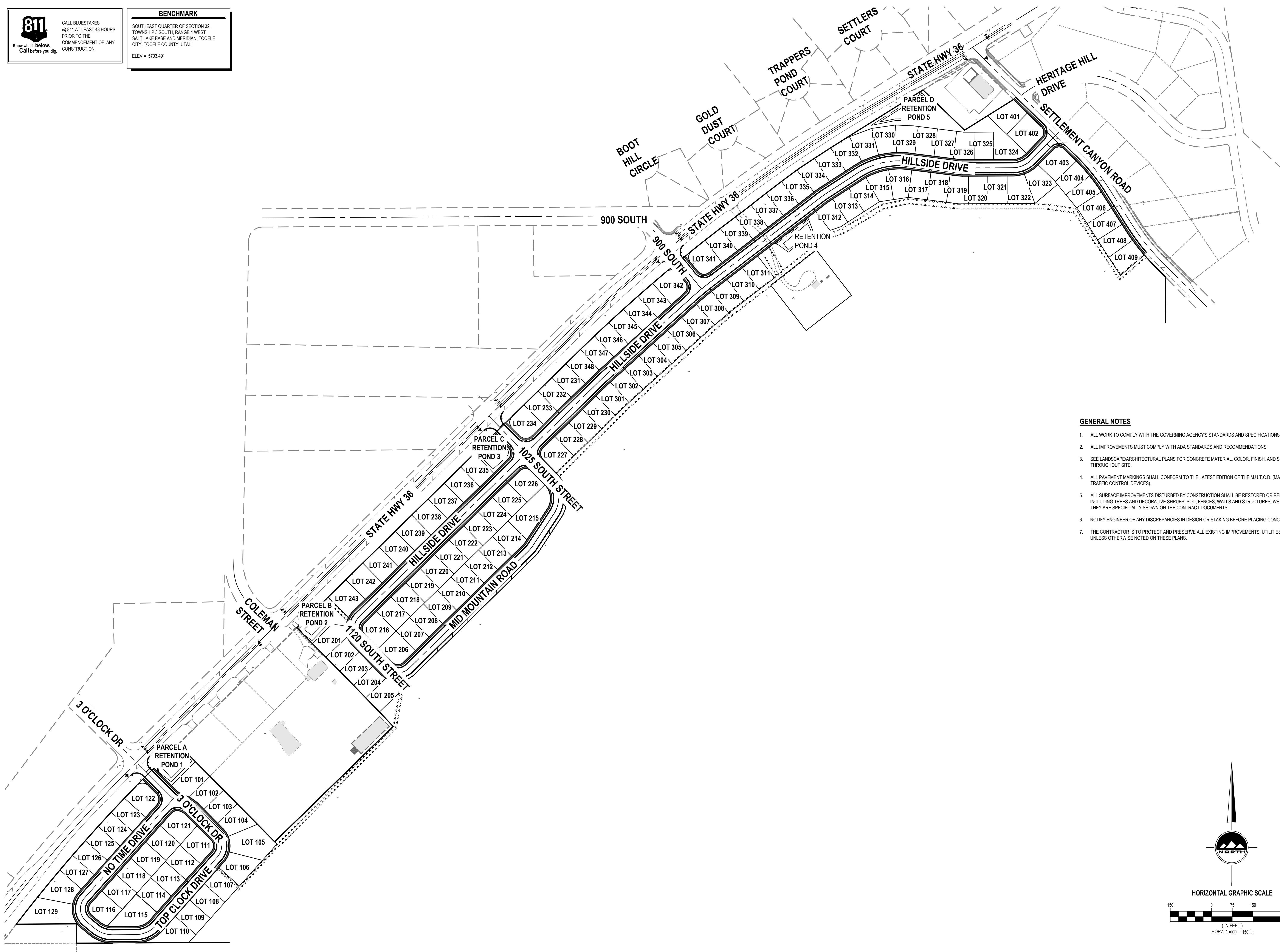
WWW.ENSGNENG.COM

**SHEET 7 OF 7**

PROJECT NUMBER : 11575  
MANAGER : D. KINSMAN  
DRAWN BY : M. SANDOVAL  
CHECKED BY : T. HUSSEY  
DATE : 08/24/2022

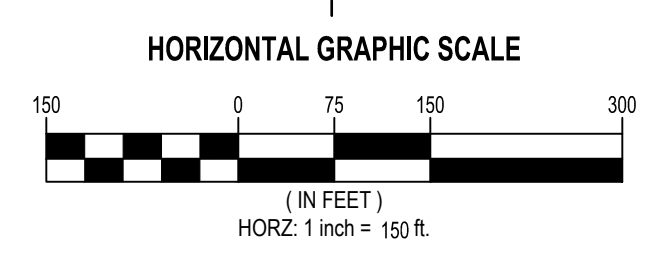
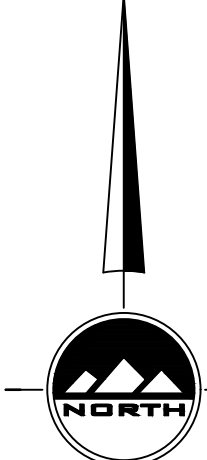


**BENCHMARK**  
 SOUTHEAST QUARTER OF SECTION 32,  
 TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
 SALT LAKE BASE AND MERIDIAN, TOOELE  
 CITY, TOOELE COUNTY, UTAH  
 ELEV = 5703.49'



**GENERAL NOTES**

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.



**ENSIGN**  
 THE STANDARD IN ENGINEERING

**TOOELE**  
 169 N. Main Street, Unit 1  
 Tooele, UT, 84074  
 Phone: 435.843.3590

**SALT LAKE CITY**  
 Phone: 801.255.0529

**LAYTON**  
 Phone: 801.547.1100

**CEDAR CITY**  
 Phone: 435.865.1453

**RICHFIELD**  
 Phone: 435.896.2983

**WWW.ENSIGNENG.COM**

FOR:  
 SJ COMPANY  
 447 NORTH COOLEY STREET  
 GRANTSVILLE, UT 84029

CONTACT:  
 SHAUN JOHNSON  
 PHONE: 801-349-0761

**10'CLOCK HILL SUBDIVISION**  
**STATE ROAD 36**  
**TOOELE, UT 84074**

**For Review**  
 09/27/2023 1:37:35 PM

**OVERALL SITE PLAN**

PROJECT NUMBER: 11575  
 PRINT DATE: 9/27/23  
 DRAWN BY: J. CID  
 CHECKED BY: J. CLEGG  
 PROJECT MANAGER: J. CLEGG

**C-100**

# Subdivision - Preliminary Plan Application

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



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

P 22-1001

Project Information					
Date of Submission: <b>8/18/22</b> <b>10 O'CLOCK HILL</b>	Submittal #: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	Zone: <b>R17</b>	Acres: <b>38</b>	Parcel #(s): <b>02-012-0025</b> <b>02-014-0-0017</b> <del>02-010-0-0011</del>	
Project Name: <b>10 O'CLOCK HILL</b>					
Project Address: <b>STATE ROAD 36 TOOELE UTAH</b>					
Project Description: <b>134 SINGLE FAMILY DETACHED LOTS</b>			Phases: <b>4</b>	Lots: <b>134</b>	
Property Owner(s): <b>TOOELE 90 LLC</b>			Applicant(s): <b>SJ COMPANY</b>		
Address: <b>6975 UNION PARK AVE. SUITE 600</b>			Address: <b>447 N. COOLEY ST.</b>		
City: <b>COTTONWOOD HEIGHTS</b>	State: <b>UT</b>	Zip: <b>84047</b>	City: <b>GRANTSVILLE</b>	State: <b>UT</b>	Zip: <b>84029</b>
Phone: <b>801-918-5989</b>	Email: <b>RYAN@QELCAPITAL.COM</b>		Phone: <b>801-349-0761</b>	Email: <b>SHAUN@SJCOMPANY.NET</b>	
Contact Person: <b>SHAUN JOHNSON</b>			Address: <b>447 N. COOLEY ST.</b>		
Phone: <b>801-349-0761</b>			City: <b>GRANTSVILLE</b>	State: <b>UT</b>	Zip: <b>84029</b>
Cellular: <b>""</b>	Fax: <b>-</b>	Email: <b>SHAUN@SJCOMPANY.NET</b>			
Engineer & Company: <b>ENSIGN</b>			Surveyor & Company: <b>SAME AS ENGINEER</b>		
Address: <b>169 N. MAIN ST UNIT 1</b>			Address: <b>""</b>		
City: <b>TOOELE</b>	State: <b>UT</b>	Zip: <b>84074</b>	City: <b>""</b>	State: <b>""</b>	Zip: <b>""</b>
Phone: <b>435-843-3590</b>	Email: <b>JCLEGG@ENSIGNUTAH.COM</b>		Phone: <b>""</b>	Email: <b>""</b>	

\*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in *Utah Code Ann. § 63-2-302.5*, please inform the city employee accepting this information. Tooele City does not currently share your private, controlled or protected information with any other person or government entity.

For Office Use Only					
Land Use Review:	Date:	Water Superintendent Review:	Date:	City Engineer Review:	Date:
Planning Review:	Date:	Reclamation Superintendent Review:	Date:	Director Review:	Date:
Fire Flow Test					
Location:	Residual Pressure:	Flow (gpm):	Min. Required Flow (gpm):		
Performed By:	Date Performed:	Corrections Needed:	Comments Returned: Date:		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		





11038 N Highland Blvd  
Suite 400  
Highland Ut, 84003  
office (801) 492-1277  
cell (801) 616-1677  
ken@bergcivil.com

Nov 29<sup>th</sup>, 2021

**To:** Tooele City Council

**Re:** One O'Clock Hill Development

**Project Location:** UT-36 and Settlement Canyon

**Applicant:** Tooele 90 LLC

**Request:** Approval of a Zoning Map Amendment to remove the Sensitive Area Overlay to portions of the proposed development.

### Sensitive Areas Overlay

- (1) The purpose of the Sensitive Area Overlay is to provide regulatory standards, guidelines, and criteria having the effect of minimizing flooding, erosion, destruction of natural plant and wildlife habitat, alteration of natural drainages, and other environmental hazards, and protecting the natural scenic character of the hillside and mountain areas. In support of this purpose and intent, this overlay recognizes the importance of the unique hillside and mountain areas of Tooele City to the scenic character, heritage, history, and identity of Tooele City and of adjoining areas of unincorporated Tooele County. In support of this purpose and intent, Tooele City finds that it is in the public interest to regulate the development of sensitive areas in a manner so as to minimize the adverse impacts of development on scenic open spaces and on sensitive or vulnerable organic and inorganic systems. (7-12-2.1)
- (2) The standards, guidelines, and criteria established by the overlay are intended to support the purpose and intent of the overlay by working to accomplish the following:
  - a. To protect the public from the natural hazards of storm water runoff, erosion, and landslides. (7-12-2.2)
    - i. **APPLICANT RESPONSE**
      1. **Storm Water Runoff** – All future development of the subject property is required to comply with city standards to construct facilities to convey and detain the runoff generated from a 25-year storm event with an outflow at a maximum of 0.2 cfs/ac. Additional requirements are to 1) *construct facilities to divert surface water away from cut faces or sloping surfaces of fill.* 2) *protect natural drainage ways.* 3) *construction of detention basins to minimize peak flows.*

**2. Erosion** – All future development of the subject property is required to comply with city standards to construct facilities to minimized erosion as follows: *1) Construction of the development site to minimize disturbance during the wet times of the year – between Oct 15 and Mar 15. 2) Installation of erosion control measures and best management practices during construction to minimize erosion at the source.*

**3. Landslides, Rockfall Hazard, & Faults**– a Geotechnical Study of the subject property has prepared by Earthtec Engineering (see Appendix for full report). As part of the study, a slope stability analysis was performed for both the static and seismic conditions.

**The results indicated that the slope configuration at the proposed lot analyzed is stable under both modeled conditions.**

All future development of the subject property is required to comply with the recommendations of the geotechnical report with states: *1) if unretained cuts greater than 6 feet on the slope area are planned or retainage walls are required, we recommend that further analysis of the slope be performed.*

A Rockfall Hazard Evaluation was performed by Earthtec Engineering to determine the hazard level. The report states *“The likelihood of rock fall emanating from these outcrops and impacts to the building area is **moderate** as evidenced by the presence of boulders in those areas. While the likelihood of repeated rockfall that reach the development areas is **low** as evidenced in their age from weathering of some of the large boulders found just south of the road on the property, the risk of an occasional boulder dislodge from the higher slopes above the site still exists.”*

The Surface Fault Rupture Hazard Study was performed by Earthtec to reviewed potential for active faulting and related earthquakes are present for the subject property. The report states *“Based on our observations and analyses, the area to be suitable for the planned construction from a surface fault rupture hazards perspective, provided the recommendations presented in this report are carefully followed and implemented. We recommend observing all footing excavations prior to installing the concrete footing forms, to verify that no surface rupture faults are located below the planned foundation.”*

*Refer to Figure 3 that shows the Fault Trenches and setback line for buildable areas.*

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## Recommendations

The geotechnical studies that have been performed for the proposed areas for development support the proposed zone change request to remove the Sensitive Area Overlay to the portion of the property to be developed.

## Conclusion

I have reviewed these studies and the recommendations provided. The additional requirements can be included in the proposed development and site layout to mitigate the hazards detailed in the geotechnical studies. Additional plans, details and studies will be provided to the city for review as part of the Subdivision process.

Respectfully,

Ken R. Berg, PE



# **APPENDIX**

**Geotechnical Study** – Earthtec Engineering Project No. 219074

**Surface Fault Rupture Hazard Study** - Earthtec Engineering Project No. 219075

**Rockfall Hazard Evaluation** - Earthtec Engineering Project No. 219076



# TOOELE CITY CORPORATION

## RESOLUTION 2023-90

### **A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO MAYOR WINN'S APPOINTMENTS OF ERIC NIVEN, CRYSTAL LARMORE, AND JULIE BROUGH TO THE LIBRARY BOARD OF DIRECTORS.**

WHEREAS, the Tooele City Council created the library board of directors by Ordinance 1989-13, and thereby ordained, among other things, that board members would serve three-year terms, that members cannot serve more than two full terms in succession, and that the terms are to be staggered such that two expire one year, three expire the next year, and three expire the third year; and,

WHEREAS, the City Council's consent is required to the Mayor's appointments of the Library Board members pursuant to Tooele City Code Section 2-1-3; and,

WHEREAS, the Mayor, with the support of the Library Director, wishes to appoint Eric Niven, Crystal Larmore, and Julie Brough to the Library Board of Directors; and,

WHEREAS, they will begin their new full terms as shown in the table below; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to consent to the appointments:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that consent is hereby given to Mayor Debra E. Winn's appointments of Eric Niven, Crystal Larmore, and Julie Brough to the Library Board of Directors to serve three-year terms, as follows:

<b>Board Members</b>	<b>Original Appointment</b>	<b>Original Expiration</b>	<b>Present Appointment</b>	<b>Present Term Expiration</b>
Vacant				06-30-2024
Melody Barnett	5-18-2022	06-30-2024	5-18-2022	06-30-2024
Berna Sloan	04-06-2022	06-30-2025	04-06-2022	06-30-2025
Kristalle Ford	04-06-2022	06-30-2025	04-06-2022	06-30-2025
Vacant				06-30-2025
Eric Niven	10-18-2023	06-30-2026	10-18-2023	06-30-2026
Crystal Larmore	10-18-2023	06-30-2026	10-18-2023	06-30-2026
Julie Brough	10-18-2023	06-30-2026	10-18-2023	06-30-2026
Tony Graf (City Council)	01-01-2020			

The appointee is authorized to exercise the powers specifically delegated to members of the library board by the Tooele City Council, as declared in the Tooele City Code.

This resolution shall be effective on the date of passage by authority of the Tooele City Charter.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR of TOOELE CITY

(For)

(Against)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

**TOOELE CITY CORPORATION**

**RESOLUTION 2023-91**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE TO ADD A BULK CULINARY WATER FEE FOR LIMITED COMMERCIAL CONSTRUCTION.**

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

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

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

WHEREAS, the City Administration suggests that allowing commercial construction to access culinary water from fire hydrants for dust control and other construction needs is in the best interest of the City's economic development program, but that the use of bulk culinary water should be limited to commercial construction and regulated by written administrative policy signed by the Mayor; and,

WHEREAS, the City Administration recommends that the bulk culinary water fees be as follows:

- Fire Hydrant Meter Deposit - \$1,500
- Daily Meter Rental Rate - \$75
- Water Usage Cost - \$6 per 1,000 gallons

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Fee Schedule is hereby amended to include the bulk culinary water fees indicated above, and that the City Administration is to promulgate a written policy, signed by the Mayor, regulating the limited use of bulk culinary water for commercial construction.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.



TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

**TOOELE CITY CORPORATION**

**RESOLUTION 2023-89**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH BLACK & MCDONALD FOR WORK ON CITY-OWNED STREET LIGHTS.**

WHEREAS, by Ordinance 2016-02, approved on January 20, 2016, the City Council created an enterprise fund and fee for the maintenance, repair, and replacement of city-owned street lights; and,

WHEREAS, the recitals of Ordinance 2016-02 are incorporated herein; and,

WHEREAS, on August 3, 2016, the City Council passed Resolution 2016-36 approving a contract with Black & McDonald for maintenance, repair, replacement, and installation of City-owned street lights (the "Work"); and,

WHEREAS, the City desires to continue the services of Black & McDonald for the Work, to include inventory control and component storage, under the terms, conditions, and pricing contained in the professional services contract attached as Exhibit A; and,

WHEREAS, competitive bidding is not required for this contract under State law or City procurement policies; and,

WHEREAS, the Work is anticipated to cost approximately \$200,000 annually, depending on the scope of the Work, annual enterprise fund revenues, and annual budget appropriations; and,

WHEREAS, the City Code requires contracts of \$30,000 and above to be approved by the City Council; and,

WHEREAS, performing the Work is in the best interest of Tooele City and its residents and businesses:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the professional services contract, attached as Exhibit A, with Custom Lighting Services, LLC, doing business as Black & McDonald LLC, is hereby approved, and that the Mayor is hereby authorized to sign the contract.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

---



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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

### Professional Services Contract



**Professional Services Contract  
Award Form**

This Professional Services Contract ("Contractor") is made effective this \_\_\_ day of \_\_\_\_\_ 2023 ("Effective Date") by and between Tooele City, a Municipality in the State of Utah ("City) and Custom Lighting Service, LLC, d.b.a Black & McDonald, a corporation with an office at 1106 S Legacy View St, Salt Lake City, UT 84104 ("Contractor"). The Contract Consists of General Contract Clauses contained herein and Exhibits I and II.

Tooele City

Custom Lighting Services, LLC, d.b.a Black  
McDonald

\_\_\_\_\_

\_\_\_\_\_

By: Debbie Winn, Mayor

By: Chad Ambrose, General Manager

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

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

## RECITALS

Black & McDonald ("Contractor") desires to provide certain asset management street light maintenance and construction services for Tooele City ("City").

The City desires to engage the Contractor for such services.

## GENERAL CONTRACT CLAUSES

### A. Definitions

As used in this Contract, the following terms have the following meanings:

1. "Work" means maintenance and repair work and an entire constructed project, or the various separately identified parts thereof required to be furnished under the Contract. Work includes the performing or furnishing of all services and documents required by the Contract.
2. "Site(s)" means the land in or on which work is to be completed.
3. "Contract" or "Agreement" means this document consisting of Sections A through Z, and all incorporated exhibits, appendices and attachments.
4. "Days" means business days unless otherwise specified in the Contract.
5. "Service Standards" means the performance requirements stated in Section E of Exhibit I of this Contract.

### B. Contractor Scope of Services

Contractor shall provide the scope of services for the City as described in Exhibit I, attached hereto and incorporated by this reference.

### C. Term

The term of this contract shall be three years, renewable for an additional three years upon written agreement of the parties.

### D. Payment

For the services supplied by the Contractor hereunder, the Contractor shall be paid as specified in Exhibit I, Section G.

### E. Contract Administration

Approved as to Form:

---

Tooele City Attorney

1. City shall inform Contractor of the identity of the City Representative(s) responsible for administering this Contract.
2. Contractor shall inform City of the identity of the Contractors Project Manager.
3. Contractor's Project Manager and the City Representative shall confer before the start of any construction, removal, relocation and/or other work to ensure that the nature and scheduling of the job's activities are mutually understood and shall meet as often as necessary during the job's duration to discuss the progress made, impediments encountered or expected and their resolution, and all other relevant matters.

#### **F. Jurisdiction**

This Contract shall be construed under the laws of the State of Utah without regard for the conflicts of provisions thereof. The venue for any action to enforce the provisions of this Contract to be filed and heard shall be the appropriate state court within the State of Utah.

#### **G. Notices**

All notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. All notices shall be directed to the following address:

The City:                      Tooele City Attention: Public Works Director  
    90 N Main St  
    Tooele, UT  
    84074

The Contractor:              Custom Lighting Services, LLC d.b.a. Black &  
    McDonald Attention: Streetlight Manager  
    1106 Legacy View St  
    Salt Lake City, UT  
    84104

#### **H. Records and Audits**

The Contractor shall keep accurate books, records and supporting data in hardcopy or electronic form for at least five (5) years. For time, equipment and material work, City shall have the right to audit all Contractor books relating to the charges. For Unit Prices, City shall have the right to audit Contractor books relating to the number of units completed. Charges, which are more than five (5) years old, shall not be subject to audit and are deemed final. If an audit determines that an overpayment *or* underpayment has occurred, then notice of such overpayment or underpayment shall be given to the Contractor together with that portion of the audit, which supports the determination. If the determination is not disputed, then the payment or refund shall be paid within 30 days of the determination.

**I. Confidentiality**

The parties acknowledge that this Contract and the records generated in the performance thereof are generally public records under the current provisions of the Utah Government Records Access and Management act ("GRAMA"), and the parties agree to comply with the provisions of GRAMA. However, nothing herein shall be construed as an acknowledgment or admission that Contractor's records are public records within the meaning of GRAMA, nor to require Contractor to produce its own records in response to any records request filed under the provisions of GRAMA.

**J. Insurance**

During the performance of this Contract, the Contractor shall maintain the following insurance with the City identified as an additional Insured on the General Liability and Automobile insurance certificates.

1. General Liability Insurance, with combined single limits of at least \$2,000,000 for each occurrence and \$3,000,000 in the aggregate.
2. Automobile Liability Insurance, with a combined single limit of at least \$1,000,000 for each person and \$1,000,000 for each occurrence.
3. Workers' Compensation Insurance in accordance with statutory requirements.
4. Employer's Liability with limits of at least \$1,000,000.

The above insurance shall not be canceled without at least 30 days notice to City. The City, its elected, and appointed officials, employees, volunteers and agents shall be named as additional insured on the General Liability and Automobile insurance certificates, as appropriate. Upon request, the Contractor shall provide City Contract Administration with proof of insurance prior to beginning work on any City site. The insurance must be provided by carriers having at least a Best's rating of B+ or better and be acceptable to City.

**K. Indemnification**

Contractor shall defend, indemnify and hold City, its elected and appointed officials, employees, volunteers and agents harmless against all claims, liability, including vicarious liability, and expense, including court costs and attorneys' fees, arising out of any personal injury, death or property damage to the extent caused by the negligence of Contractor, its subsidiaries and divisions, its officers, employees, or agents. The obligations contained in this section shall survive any termination of this Contract.

City shall defend, indemnify and hold Contractor, its officers, employees and agents harmless against all claims, liability and expense, including court costs and attorneys' fees, arising out of any personal injury, death or property damage to the extent caused by the negligence of City.

**L. Liens and Indemnification**



Contractor shall not permit a lien to be placed on any City property by Contractor's suppliers or subcontractors. Should City receive notice of intent to file a lien from any of Contractor's suppliers or subcontractors, City will notify Contractor. Contractor shall be responsible for and shall indemnify City for all of City's costs, expenses (including attorneys' fees), liabilities, damages, fees, penalties, judgments and settlement costs arising either directly or indirectly from the placement of such lien.

Notwithstanding any contrary provisions of this Contract, the foregoing Stabilities of the Contractor for the placement of a lien shall only include direct damages.

#### **M. Assignment**

Neither party shall have the right to assign any portion of this Contract to a third party without the prior written consent of the other party, and such consent shall not be unreasonably withheld. No assignment shall relieve the parties of their respective obligations under this Contract.

#### **N. Termination of Cause / Non-Funding**

City may terminate any Project under this Contract in whole or in part for Contractor's material breach of its obligations under this Contract. In order for Contractor to be in material breach of this Contract, both of the following events must occur:

1. City provides Contractor with timely written notice detailing the specific action or lack of action giving rise to the material breach of contract, as well as the City's recommendation of a reasonable cure for the material breach; and
2. Contractor fails to cure the material breach using the recommended cure from the City or another reasonable cure available to Contractor, within ten working days of receipt of written notice from City or such longer period as may be needed, so long as the cure is commenced within ten days and pursued diligently to completion. Any dispute over the cure or failure to cure shall be subject to Dispute Resolution as defined in Exhibit I, Section (0)(3).

In the event of a material breach of this Contract by Contractor, City may acquire, under the terms and in the manner in which the City consider appropriate, services and equipment similar to those terminated, and the Contractor shall be liable to the City for any reasonable excess costs for those services. However, the Contractor shall continue projects not terminated.

The parties acknowledge that, while this is a multi-year Contract, the laws of the State of Utah prohibit the City from committing any public funds beyond the current budget year. Therefore, although the City intends to seek appropriation of funds for this Contract in future years, the parties agree that should the City be unable to appropriate funds for the performance of the Contract in subsequent budget years due to fiscal constraints, the Contract shall be deemed terminated and the City shall not be liable for damages or penalties for breach of Contract or for other reasons.

However, in the event of termination as a result of non-appropriation, Contractor shall be paid in full for all services performed to the date of non-appropriation. The date of non-appropriation shall be the date on which the City's budget, absent funds appropriated for performance of this Contract becomes effective.

In the event of termination or cancellation, the City will purchase any City specific Contractor inventory in accordance with Exhibit II, 3. If requested by City, Contractor shall provide transport services for this material subject Exhibit II, 1, 2, and 4

**O. Accident Prevention and Compliance**

The Contractor shall comply with all OSHA and City safety requirements. Failure to comply may result in immediate termination.

**P. Severability**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision, which is of the essence of this Contract, be determined void.

**Q. Integration**

This Contract represents the entire and integrated agreement between City and the Contractor. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

**R. Warranty**

1. In addition to any other warranties in this Contract or as otherwise provided by law, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any material defect.
2. This warranty shall continue for one (1) year from the date of final completion and acceptance of any project or work.
3. The Contractor shall remedy, at the Contractor's expense, any failure to conform or any material defect within thirty (30) days of notification by City of such defect.

In addition, the Contractor shall remedy at the Contractor's expense any damage to the City property, when the damage is a result of:

- a. Contractor's actions or omissions.
- b. The Contractor's failure to conform to Contract requirements.
- c. Any material defect of equipment, material, workmanship, or design furnished by Contractor.

4. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from date of repair or replacement.
5. City shall notify the Contractor, in writing, within a reasonable time after discovery of any material failure, defect or damage.
6. If the Contractor fails to remedy any material failure, defect, or damage within a reasonable time after receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage and Contractor shall pay City its actual direct cost of such remedy plus fifteen (15%) percent.
7. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:
  - a. Obtain all warranties that would be given in normal business practice.
  - b. Require all warranties to be executed, in writing, for the benefit of City.
  - c. Enforce all warranties for the benefit of City.
8. In the event the Contractor's warranty under Section (R)(7) has expired, City may bring suit, at its expense, to enforce a subcontractor, manufacturer, or supplier's warranty.
9. The Contractor shall not be liable for the repair of any defects of material or design furnished by the City.

**S. Inspection of Work Prior to Acceptance**

1. All work will be subject to City inspection and approval.
2. City may appoint Inspectors as it deems advisable to inspect the materials furnished and the work performed for compliance with the specifications, drawings, special instructions and generally accepted industry standards. Contractor shall furnish all reasonable assistance required by City and its inspectors for the proper inspection of the work. City Inspectors shall have the right and authority to reject any and all work that is unsatisfactory, faulty or defective, or does not conform to the requirements of this Contract. City inspectors shall provide Contractor with a written report citing the rejected work as well as the specific areas of nonconformance giving rise to the rejection of the work.

Rejected work shall be corrected or replaced by the Contractor at its sole cost and expense, without reimbursement or payment by City. Any dispute over written reports relating to rejected work shall be subject to dispute resolution under Exhibit I, Section (O)(3).

**T. Material and Workmanship**

All equipment, material, and articles incorporated into the work covered by this Contract shall be new, unless otherwise approved by City in advance of the work and of most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall not be construed as prohibiting substitution with items or processes of equivalent quality, with the consent of the City.

#### **U. Permits and Responsibilities**

The Contractor shall, without additional expense to City on unit price or firm price work, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of work. To the extent permitted by law, Contractor shall be entitled to work under City permits. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until Completion and Acceptance. Notwithstanding the foregoing, City shall be responsible for obtaining all easements and rights-of-way.

#### **V. Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements**

1. The Contractor shall take reasonable measures to prevent damage to any structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Contract. If tree trimming or tree removal is required to facilitate work, Contractor shall contact City who shall have trees trimmed or removed when such work is appropriate. If any limbs or branches of trees are broken during Contract performance, the Contractor shall trim those limbs or branches with a clean cut.

2. The Contractor shall repair any damage to structures, equipment and vegetation on or adjacent to work sites caused by Contractor. If the Contractor fails or refuses to repair the damage promptly within ten (10) days of the damage being done, City may have the necessary work performed and Contractor shall pay City its actual direct cost of such remedy plus fifteen (15%) percent.

#### **W. Cleaning Up**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work premises any rubbish, tools, scaffolding, equipment and materials that are not the property of City. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the City.

#### **X. Time Extensions**

Notwithstanding any other provisions of this Contract, it is mutually understood that any time extension shall be solely at the discretion of City in accordance with this Contract. The modification or change order granting a time extension may provide that the Project completion date will be extended in its entirety, to specific line items or to portions of line items and may further provide for consideration (if applicable) under the new completion schedule.

#### **Y. Order of Precedence**

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:  
(a) Contract clauses, (b) Exhibits and Appendices, (c) specification and drawings, (d) instructions, and (e) other documents.

#### **Z. No Waiver**

The failure at any time of either party to enforce any of the provisions of this Contract, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way be construed to affect the validity of this Contract or any art hereof, or the right of any party thereafter to enforce each and every such provision.

#### **AA: Force Majeure**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"):

- a) acts of God;
- b) flood, fire, earthquake or explosion;
- c) pandemic or epidemic;
- d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- e) government order or law;
- f) actions, embargoes or blockades in effect on or after the date of this Agreement;
- g) action by any governmental authority;
- h) national or regional emergency;
- i) strikes, labor stoppages or slowdowns or other industrial disturbances;
- j) shortage of adequate power or transportation facilities.

The Impacted Party shall give notice within five (5) working days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of one hundred and twenty (120) calendar days following written notice given by it under this section, either may thereafter terminate this Agreement upon thirty (30) working days' written notice.

The Consultant shall be entitled to equitable relief for material schedule or costs impacts that may be experienced as a result of a Force Majeure Event.

## EXHIBIT I

### SCOPE OF WORK

#### **A. General**

1. The Contractor, if doing business under an assumed name, i.e., an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.
2. The Contractor shall assume full responsibility for damage to City property caused by the Contractor's employees or equipment as determined by designated City personnel.
3. The Contractor shall be solely responsible for the safety of the Contractor's employees and others relative to the Contractor's work, work procedure, material, equipment, transportation, signage, and related activities and equipment. This includes all traffic control measures when working on lights/poles which hang over street areas.
4. The Contractor shall possess and keep in force all licenses and permits required to perform the services of this agreement.
5. No guarantee of the actual amount of service or product requirement is implied or expressed by this agreement. Service requirements shall be determined by actual need.
6. Prior to notice, the Contractor shall submit its company safety program to the City addressing specific activities and associated hazards. The program shall include requirements applicable to the scope of its work and the protection of the Contractor's employees and the public relative to Contractor's work. The safety program shall include the operations of the Contractor's sub-contractors, at any tier, and include environmental protection, safety, occupational health, respiratory protection, hearing conservation, fire prevention, protection, and hazardous materials handling requirements as applicable. The safety program documents shall be reviewed and approved by the City prior to notice to proceed.

#### **B. Basic Street Light Maintenance (Unit Price)**

The Contractor shall provide asset management, maintenance and repair of City owned street lights. The City and Contractor, by mutual agreement, will classify each light as one of the following: a

Functional light, Decorative (Non-LED) light or an LED light. Unit pricing will be assigned to these classifications and Basic Street Light Maintenance will be the responsibility of the Contractor, which includes:

1. **Outage Monitoring**—Contractor shall provide monitoring of the system outages. In addition to call center reporting and Computerized Maintenance Management System (CMMS) work order and asset management, Contractor shall conduct a night patrol of all City street lights once per month.
2. **Call Center**—Contractor shall have and provide a 24-hour, seven (7) days a week, toll free number to take reports of failures from citizens, commercial vendors, City personnel, or others, and to dispatch the Contractor's personnel to investigate and perform any repair, and/or replacement. All calls shall be answered promptly but shall include automatic recording backup for periods of multiple calls. Contractor's personnel shall personally return calls to those parties that leave messages due to inability to reach a live person on their initial call. Contractor's 24/7 Call Center is located at:

6001 Front Street, Kansas City, Missouri

Phone Number (800) 814-4311

Contractor authorizes the City to advertise the 24-hour Call Center number to the public and to have the Contractor act as the City's primary referral point to report street light problems. Contractor shall keep an accurate record of all reported problems, all actions taken to resolve such problems, including dates and times of initial report and final resolution.

3. **Asset Management** - Contractor shall provide the Basic Street Light Maintenance services for the classified street lights. The City shall have the right to periodically adjust which street lights will be included in the Basic Street Light Maintenance Service and the fees shall adjust to reflect changes in the total number. Each new street light erected during the term of this Contract shall be immediately placed on Basic Street Light Maintenance; however, street lights installed by the Contractor shall not be billed under the unit pricing until the twelve (12) month warranty period on the new street light installation has expired. The billing exclusion during the twelve (12) month warranty period does not apply to the repair of damages caused by storms, acts of God, or third parties, including but not limited to, knockdowns, cable cuts, vandalism, and civil unrest. Contractor shall be entitled to invoice the City for the repair of the damages without restriction and City shall pay said invoice in accordance with the payment terms in Exhibit I, Section (G) of this contract.

The Contractor shall maintain and manage an electronic database of the street lights receiving Basic Street Light Maintenance using Contractor's proprietary CMMS. The CMMS shall maintain a record for each street light repair that Identifier: (i) the number and types of bulbs, ballasts, and/or photocells, and (ii) the dates of installation, repair and/or replacement. The Contractor's CMMS shall be used for electronic work order management and asset reporting. Nothing in this Contract shall be construed as providing the City with ownership, interest in or rights to the Contractor's CMMS application.

Contractor shall complete and coordinate notifications and other similar communications to Rocky Mountain Power required under Utah Street Light Tariffs 11 and 12 and any other future street light Tariff(s) or amendment(s) related to the work on behalf of the City. Contractor agency rights are limited expressly to the tasks listed above.

4. **Material Management**--The Contractor shall purchase and maintain an inventory of street light lamps, photocells, and ballasts that shall be continually restocked to offset and adjust to usage. The cost of such items is to be included in the cost per light for the Basic Street Light Maintenance service. The Contractor warrants that products furnished conform to the requirements specified and are of good merchantable quality and suitable for the purpose intended.

The Contractor shall maintain a small mutually agreeable inventory of the various styles of poles and fixtures used by the City.

5. **Repair of Street Lights**- Contractor shall provide all the labor, equipment, and material to perform the following activities:

a. Repair of Functional Lights (HID Cobra and Town & Country fixtures)

- (i) Bulbs
- (ii) Photocells
- (iii) Glassware cleaning
- (iv) Starting aids
- (v) Ballasts
- (vi) Heads (fixtures)
- (vii) Wire inside pole
- (viii) Faulted copper cable, if installed in accordance with NESC standards—excludes third party damage and storm damage
- (ix) Reset fuses and breakers in street light pole

b. Repair of Decorative (Non-LED) Lights:

- (i) Bulbs
- (ii) Photocells
- (iii) Glassware cleaning
- (iv) Starting aids
- (v) Ballasts
- (vi) Wire Inside pole
- (vii) Faulted copper cable, if installed in accordance with NESC standards—excludes third party damage and storm damage
- (viii) Reset fuses and breakers in street light pole

c. Repair of LED Lights:

- (i) Photocells
- (ii) Glassware Cleaning
- (iii) Wire inside pole



- (iv) Faulted copper cable, if installed in accordance with NESC standards —excludes third party damage and storm damage
- (v) Reset fuses and breakers in streetlight poles

d. Street light and pole assemblies shall be visually inspected for deficiencies when other maintenance or repair work is performed at a pole location which involves the use of a bucket truck. Contractor shall perform the following deficiency repairs as identified during the visual Inspection:

- (i) Tighten bracket arm/cross arm hardware which is loose
- (ii) Tighten pole hardware which is loose
- (iii) Remove tree limbs physically touching the street light fixture
- (iv) Tighten all anchor bolts that are loose

Decorative light lenses and/or fixture replacements and LED components are outside the scope of Basic Street Light Maintenance and will be billed separately as required.

#### **C. Street Light Repair Work and Other Services (Billable)**

The Basic Street Light Maintenance service is intended to cover the majority of the outages that occur within the street light system. All other maintenance and repair activities shall be considered Street Light Repair Work or Other Work and billable in accordance with the schedule of prices in Exhibit I, Section (F)(2). Contractor shall provide all the labor, equipment, and materials not provided by the City to perform such activities upon receipt of written authorization from the City, with the exception of pole knockdowns where the Contractor shall take immediate action as is necessary to make the area safe ("Make Safe") as further described in Section (C)(2). The Contractor shall provide any necessary traffic control devices (barricades, cones, signs, flashers, etc.) to warn or keep others out of the work area and to provide safety. The Street Light Repair Work and Other Services that are billable to the City are set forth below.

**1. Replacement of Decorative Light Lenses, Fixtures and LED Components**— Contractor shall replace decorative light lenses, fixtures and LED components as required.

**2. Make Safe Services**— The Contractor shall perform Make Safe services resulting from the knockdown of City owned poles. Make Safe shall include, but shall not be limited to, de-energizing the street light fixtures and cabling; making such repairs or alterations as may be necessary to establish safety prior to pole replacement; providing any necessary traffic control and traffic control devices; removing and disposing of any broken glass or other debris that resulted from the knockdown; and, when necessary,

notifying and coordinating efforts with the local police (or other fire or emergency responders) and the local electric power provider.

**3. Pole and Assembly Replacements** - The Contractor shall perform pole and assembly replacements resulting from knockdowns and other replacement of city owned poles as required.

**4. Repair of Underground Services** – Contractor shall provide repairs for underground services to City owned street lights which are not covered by Basic Street Light Maintenance. Services for underground cable includes: looting, marking, repair and/or replacement of City owned cable damaged by third parties or installations not meeting the NESC codes and City specifications.

**5. Pole Painting**- Painting shall include preparation and one coat of epoxy paint. Paint to be approved by the City prior to application.

**6. Storm Repair Work** - Damage caused by storms shall be repaired by Contractor upon receipt of authorization by City.

**7. Inspection Services of Work Constructed by Others** - inspection of new poles, pole wiring, and lighting fixtures to document whether they meet NEK and/or NEC standards and the approved plans and specifications. This service will be provided by the Contractor's Journeyman Lineman or equivalent.

#### **D. Street light Construction, Removal, and/or Relocation**

Contractor shall provide all the labor, equipment, and material not provided by the City to install new street lights, and remove and/or relocate existing street lights as requested by the City. The work shall be performed in accordance with the following guidelines:

1. Contractor shall perform new construction, removal and/or relocation of street lights at a unit price, firm bid or time and material basis. City shall be responsible for billing third parties and collecting monies for such construction, removal, and relocation of street lights. Contractor shall invoice the City directly for services rendered and City shall pay said invoice within thirty (30) days of receipt regardless of whether City has received payment from third parties.

2. Meet all of the directives on the City provided construction drawings, if any.

3. Meet all requirements of state and local jurisdictions so the City may recover its cost for relocations caused by road widening and other public projects.

4. City shall be responsible for all street light layouts associated with new installations, removals and relocations. Contractor shall prepare street light layouts upon request, with said services billed at the hourly rates provided in Exhibit I, Section (F) (3). All layouts are to be reviewed and approved by the City prior to commencement of construction.

5. Contractor shall be responsible for obtaining all permits and providing all traffic control required by the local jurisdictions.

6. Contractor shall be responsible for requesting Blue Stakes as necessary for work performed by Contractor.
7. Contractor shall comply with all state and local laws governing the construction and maintenance of facilities on public right of way, except as expressly exempted from the NESC, NEC and by City Ordinance.
8. City shall provide all required easements.
9. All materials shall be installed so that all the material manufacturers' recommendations are met.
10. Installations shall meet all of the current City construction standards.
11. All adjustable materials shall be tightened and secured per manufacturer's specifications.
12. Bases shall be installed so that they are set plumb and flush with the final finished grade.
13. All cable connections and facility groundings shall meet all the City construction standards, local utility standards, and applicable safety codes.
14. Contractor shall restore sites to the pre-work condition and properly dispose of all spoil and construction materials.
15. Contractor shall, at its expense, correct all problems resulting from poor workmanship.
16. Contractor shall supply as-built drawings to City within six (6) weeks of the completion of the work.

**E. Service Standards**

**1. Service Standards for Basic Street Light Maintenance (Unit Price)**

- a. Every light will be field checked with a night patrol at least once per month. The lights will be checked visually, and outages repaired if possible, at the time of discovery. Light deficiencies requiring repairs beyond the scope of the Basic Street Light Maintenance Service, will be noted and reported to the City for further action.
- b. All Basic Street Light Maintenance services defined in Exhibit I, Section (B)(5) shall be completed within two (2) business days of discovery on patrol or reported to Contractor, whichever is earlier, with the exception of faulted cable services and knockdowns. Cable services require blue staking which demands 48 business hours' notice before digging. Faulted cable services and knockdowns will be completed with ten (10) business days of discovery subject to other problems contractor does not see at time of discovery. Special order material shall be replaced by the Contractor as soon as practical and receipt of said special order materials.

**2. Service Standards for Street Light Repair Work (Billable)**

- a. All Street Light Repair Work activities defined in Section (C) of Exhibit I, shall be completed within ten (10) business days of authorization by City, subject to lead times for special order materials.
- b. Underground cable problems shall be permanently restored within ten (10) business days of notification to Contractor.
- c. Knockdowns shall be restored within ten (10) business days of being reported to Contractor, subject to lead times for special order materials.
- d. All Street Light Repair Work activities, requiring special order materials, shall be completed within ten (10) business days of receipt of said special order material. Contractor shall order special order materials within three (3) business days of request by City for replacement of any pole or fixture which is not a City standard item.

## **F. Price Schedule**

### **1. Basic Street Light Maintenance Service Fee (Unit Price)**

Contractor shall perform Basic Street Light Maintenance services for the following schedule 12E, 12P, and Metered lights:

- a. Functional Light: \$44.88/Year billed at \$3.74/month
- b. Decorative (Non-LED). Light: \$55.32/Year billed at \$4.61/month
- c. LED Light: \$38.76/Year billed at \$3.23/month

The number of street lights to be maintained will change as the number of street lights owned or leased by the City changes. Each party shall notify the other of any changes in the number of street lights to be maintained. Such notification shall include the location of the street lights added or deleted from the total street lights being maintained. Contractor shall modify the billing for Basic Street Light Maintenance Service immediately upon receipt of notification. A list of 12E, 12P, and Metered lights is attached and will be updated as stated above.

### **2. Street Light Repair Work and Other Services (Billable)**



Street Light Repair Work and Other Services, as described by Section (C) of Exhibit I, shall be billed as listed below.

- a. Decorative Light Lens and/or Fixture: Time and Material Pricing
- b. Make Safe (for pole knockdown situations): \$836.40
- c. Pole and Assembly Replacement: Time and Material Pricing
- d. Cable Services: Time and Material Pricing
- e. Pole removal and/or relocation: Time and Material Pricing
- f. Street Light Pole Painting (Minimum of 5 poles): \$313.65/pole
- g. Inspection Services: \$165/hour (Journeyman Lineman); \$141.14/hour (Streetlight Maintenance Worker)
- h. All other Street Light Repair Work or other services not referenced in Section (F) (2) shall be billable using Time and Material Pricing.

A schedule of Labor and Equipment rates are attached in Exhibit II.

### 3. Street Light Construction

New street lights installed by Contractor shall be billed as follows:

- a. Supply and install Street Light Assembly (Depends on type and location)
- b. Trench underground conduit and wire \$14.64/FT
- c. Bore underground conduit and wire TBD

Street Light layout services provided by Contractor shall be billed as follows:

- a. Lead Layout Specialist \$170.00/hour
- b. AutoCAD Technician \$100.00/hour
- c. Clerical Support \$65.00/hour

Hourly rates include all ancillary equipment. All layouts are to be submitted for review and approval by the City prior to commencement of construction.

### 4. Price Escalators

The Unit Prices referenced in Section (F) (1) of Exhibit I, shall remain fixed for up to one (1) year. After which prices will be escalated by 3% each year.

The Unit Prices referenced in Section (F) (2) and (F) (3) of Exhibit I, shall remain fixed for up to one (1) years. After which prices will be escalated by 3% each year.

The Labor Rates in Exhibit II shall be adjusted annually on March 1 of each year, in accordance with the annual wage adjustment specified in the Local 57 Union Agreement.

The Equipment Rates in Exhibit II shall be adjusted up or down annually on March 1 of each year in accordance with the change in the Consumer Price Index using the most current 12 month period available.

By February 25 each year, Contractor shall issue City new Time and Material pricing reflecting the specified price adjustments; however, the revised rates shall not become effective until March 1. Such revised rates shall become a part of this Contract and remain in effect for one (1) calendar year.

#### **G. Billing & Payment**

1. Basic Street Light Maintenance: Contractor shall bill City month for the Basic Street Light Maintenance Service, and City shall pay the undisputed portion of the invoice within thirty (30) days of receipt of invoice.

2. Street Light Repair Work: Contractor shall submit a separate invoice and itemized breakdown to the City for the Street Light Repair Work completed in the previous thirty (30) days, and City shall pay the undisputed portion of the invoice within thirty (30) days of receipt of invoice.

#### **H. Termination for Cause, Termination for Non-Funding, and Termination for Convenience**

City may terminate this Contract in whole or in part for Contractor's material breach of its obligations under this Contract. In order for Contractor be in material breach of this Contract, both of the following events must occur:

1. City provides Contractor with timely written notice detailing the specific action of lack of action giving rise to the material breach of the Contract, as well as the City's recommendation of a reasonable cure for the material breach; and

2. Contractor fails to cure the material breach using the recommended cure from the City or another reasonable cure available to the Contractor, within ten (10) working days of receipt of written notice from Contractor or such longer period as may be needed, as long as the cure is commenced within ten (10) working days and pursued diligently to completion. Any dispute over the cure or failure to cure shall be subject to Dispute Resolution as defined in Exhibit O.3.

In the event of a material breach of this Contract by Contractor, City may acquire, under the terms and in the manner in which the City considers appropriate, services and equipment similar to those terminated, and the Contractor shall be liable to the City for any reasonable excess costs for those services.

Upon thirty (30) days written notice delivered to Contractor, this Contract may be terminated in whole or in part at the sole discretion of City, if City reasonably determines that a change in available funds affects City's ability to pay under this Contract. If a written notice is delivered under this section, City will reimburse Contractor for the services properly ordered until the effective date of said notice. City will not be liable for any performance, commitments, penalties,

or liquidated damages that accrue after the effective date of said written notice.

This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party.

In the event of termination or cancellation by the City based on a non-appropriation of funds or for convenience, the City will purchase any currently existing inventory of Contractor to is specific to City and cannot reasonably be utilize by Contractor for other clients or purposes in accordance with Exhibit II, 3. If requested by City, Contractor shall provide transport services for this material subject Exhibit II.

#### **I. Performance Monitoring**

City reserves the right to monitor and evaluate Contractor's performance on any and all work performed under this Contract. The evaluation will be measured by the City or City's agent. City and Contractor will develop a systematic reporting system enabling City to monitor Contractor's compliance with all of its obligations under this Contract, including but not limited to Contractor providing City information acquired or produced in handlin8 and performing work orders under this Contract.

#### **J. Subcontractors**

Contractor may require the use of subcontractors to perform support services, including but not limited to, concrete work, asphalt work, underground boring services, landscaping, etc. Contractor shall assure that its subcontractors of all tiers comply with all of the provisions of this Contract, including but not limited to the requirements for insurance coverage and certificates as described in this Contract.

#### **K. Subcontractor Supervision**

Contractor hereby warrant the quality of work performed by its subcontractor as though they were its own forces. Notice to Contractor shall be considered notice to any affected subcontractor. Anything to the contrary in this Contract notwithstanding, there shall be no contractual relationship between any subcontractor of Contractor and City.

#### **L. Removal of Subcontractors**

Contractor shall immediately remove any subcontractor from City work upon written notice from City that said subcontractor has failed to perform in a manner that is satisfactory to City. Contractor shall be as fully responsible and accountable to City for quality of work of its subcontractors, as it is for the work performed by Contractor and City.

#### **M. Minority/Women-Owned Business**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin. The Contractor shall at all times fully comply with all applicable equal opportunity and affirmative action laws, regulations, statutes, ordinances and orders including (but not limited to) Executive Order 11246, Equal Opportunity Clause, as amended, and the rules, regulations and order of the United States Department of Labor.

#### **N. Specifications**

1. **Skill**- Contractor shall employ only workers and subcontractors who are competent to perform the work assigned to them and who are adequately trained, experienced, and qualified. At least one Journeyman Lineman shall be available to do work in the City.
2. **City Right to Remove**— City has the right to disapprove and demand the removal from any work (and the property of City) under this Contact, any craft or management personnel provided by Contractor or any subcontractor; and Contractor shall then promptly cause such personnel to be removed.
3. **Work Periods** -Work shall generally be performed hereunder Monday through Friday from 7:00am to midnight but the Contractor shall perform work on other days and at other times; as necessary to meet the City's needs, or as requested by the City.

#### **O. Special Contract Clauses**

**1. Uncontrollable Circumstances**— Should Contractor be delayed in the final completion of the work required under the Contract by strike, fire, inclement weather or other cause outside the control of Contractor, and which, in the reasonable opinion of City, was not contributed by Contractor, and could not have been reasonably anticipated or reasonably avoided, then an extension of time sufficient to compensate for the delay, as reasonably determined by City, will be granted provided the Contractor gives City prompt notice, confirmed in writing within forty-eight (48) hours, of the cause of delay in each case provided that Contractor has used all reasonable means to minimize the delay. For construction,



removal, and/or relocation work, Contractor shall be given an extension of time that is no less than the duration of the Uncontrollable Circumstances to complete the work.

The Parties understand that occurrence of Maintenance and Repair work is cumulative in nature, such that a simple extension of time may not be sufficient to eliminate the backlog of work that arises during the Uncontrollable Circumstance. Therefore, the Parties shall mutually develop a recovery schedule for completing the backlog of Maintenance or Repair work arising from Uncontrollable Circumstances. If Contractor completes the recovery schedule on time, the evaluation of Contractor's performance will not be impacted by the Uncontrollable Circumstances. All Maintenance and Repair work arising after the end of the Uncontrollable Circumstances shall be subject to the service repair times outlined in this Contract, except in the event that City requests Contractor to divert its workforce to other activities, such as storm restoration, then the Maintenance and Repair work shall be treated as backlog work and subject to a recovery schedule due to Uncontrollable Circumstances.

The following shall not be considered Uncontrollable Circumstances: weather conditions other than inclement weather, inadequate construction force or lack of coordination with other contractors, or the failure of Contractor to adequately schedule and supervise the work or obtain the required personnel, equipment or material, or the failure of Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed.

2. **Inclement Weather** - For the purposes of this Contract the term "Inclement Weather" shall be defined as weather conditions under which members of IBEW Local 57 are not required to work pursuant to the then current bargaining agreement.
3. **Dispute Resolution** - In the event of a dispute, the following stepped process will be followed:
  - a. The City Representative and the Contractor Project Manager shall attempt to resolve the issue within seven (7) days of written notice invoking the dispute resolution provisions of the agreement.
  - b. If the dispute is not resolved within said seven (7) day period by the City Representative and the Contractor Project Manager, a City management person above the level of the Representative and the Contractor's Division Manager shall attempt to resolve the issue.
  - c. Should such negotiations by senior management fall to resolve the dispute within twenty-one (21) days, both parties shall agree to pursue resolution by mediation and/or arbitration in accordance with the Construction Industry Rules of the American Arbitration Association.
  - d. The notice of demand for arbitration must be filed in writing with the other party to this Contract within fourteen (14) days after the expiration of the period in Section (0) (4) (c). Each party must bear its own expenses and legal fees. All other costs shall be shared equally by the parties. The decision of the arbitrator(s) shall be final, binding, and conclusive upon the parties, and not subject to appeal.

- e. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
- f. If City has withheld money from payment to Contractor as a result of a dispute, City shall retain the money pending resolution of the issue. If the issue is resolved in Contractor's favor, the withheld funds will be released within ten (10) days with interest at a rate of one percent (1%) per month.

EXHIBIT II

TIME AND MATERIAL RATE  
EFFECTIVE 3/1/23 TO 02/28/2023

CLASSIFICATION	STRAIGHT TIME	SHIFT PREMIUM	OVER TIME	DOUBLE TIME
GENERAL FOREMAN	\$121.24	\$129.53	\$165.45	\$209.66
JOURNEYMAN FORMAN	\$114.47	\$122.19	\$155.81	\$197.14
JOURNEYMAN LINEMAN	\$105.29	\$112.23	\$142.72	\$180.15
7TH STEP LINEMAN APPRENTICE	\$96.08	\$102.27	\$129.77	\$163.46
6TH STEP LINEMAN APPRENTICE	\$91.54	\$97.36	\$123.36	\$155.18
5TH STEP LINEMAN APPRENTICE	\$87.03	\$92.47	\$116.97	\$146.92
4TH STEP LINEMAN APPRENTICE	\$82.50	\$87.56	\$110.57	\$138.64
3RD STEP LINEMAN APPRENTICE	\$77.98	\$82.67	\$104.18	\$130.38
2ND STEP LINEMAN APPRENTICE	\$73.45	\$77.77	\$97.78	\$122.11
1ST STEP LINEMAN APPRENTICE	\$68.65	\$72.60	\$91.11	\$113.57
STREET LIGHT MAINT. FOREMAN	\$74.44	\$80.17	\$100.06	\$125.67
STREET LIGHT MAINT. WORKER	\$68.99	\$74.26	\$92.26	\$115.53
2ND STEP STREET LIGHT MAINT. WORKER	\$61.34	\$65.98	\$81.51	\$101.68
1ST STEP STREET LIGHT MAIN. WORKER	\$49.64	\$53.35	\$65.16	\$80.68
TRAFFIC SIGNAL ELECTRICIAN	\$64.72	\$69.87	\$90.48	\$116.24
UTILITY WORKER	\$45.55	\$48.93	\$59.40	\$73.25
TRAFFIC SIGNAL / UTILITY WORKER ENTRY	\$32.20	\$34.39	\$43.11	\$54.02



EQUIPMENT RATES  
EFFECTIVE 3/1/23 TO 02/28/2023

CLASSIFICATION	HOURLY RATE
AUTO, SUV	\$10.81
BUCKET TRUCK, 37FT REACH	\$25.08
BUCKET TRUCK, 55FT REACH	\$31.39
DIGGER DERRICK	\$30.95
PICKUP, 1/2 TON	\$9.09
PICKUP, 3/4 TON TO 1 TON	\$13.60
FLAT BED OR DUMP - SINGLE AXLE	\$17.22
FLAT BED - DOUBLE AXLE	\$22.04
TRAILER, POLE, CABLE OR FLATBED	\$8.00
TRENCHER, SMALL	\$29.20
TRENCHER, LARGE	\$38.46
BORING MACHINE, SMALL	\$74.39
BORING MACHINE, LARGE	\$97.87
TRAILER MOUNT VAC TRUCK	\$30.67
HYDRO-VAC TRUCK	\$125.00
EXCAVATOR, MINI	\$25.37
COMPRESSOR, TRAILER MOUNT	\$12.23
ARROW BOARD, TRALER MOUNT	\$8.00



Any additional equipment furnished by Contractor, which is not owned by the Contractor, will be billed at the actual invoice cost to the Contractor, plus 12%.

**Material Costs**

The billable rate to the City for material costs will be calculated at the actual invoice cost to the Contractor, plus 15%

**Subcontractor Costs**

The billable rate to the City for subcontractor costs will be calculated at the actual invoice cost to the Contractor, plus 12%



TOOELE CITY CORPORATION  
PURCHASING POLICY AND PROCEDURES  
August 3, 2022

TABLE OF CONTENTS

<u>SECTION I: PURCHASING POLICY PURPOSE STATEMENT</u>	Pages
A. Purpose	1
B. General Information	1
C. Scope	1
D. Statutory Authority	1
<u>SECTION II: PURCHASING AGENT</u>	1
<u>SECTION III: PURCHASES</u>	
A. Purchase Orders	2 -3
B. Purchase of Information Technology Equipment	3
C. Open Purchase Orders, or Blanket Purchase Orders	3
D. Credit or Charge Cards, and Lines of Credit	3 -4
E. Petty Cash Funds	4
F. Use of City Funds to Purchase Employee Meals, Clothing, Etc.	4 -5
G. City Vehicles	5
H. Vendors	5 -6

## VI. SURPLUS

- A. When goods are deemed surplus, outdated, or no longer needed by a department, and are valued at \$100 or more, the Purchasing Agent will recommend the transfer or disposal of the goods. If the Purchasing Agent is recommending disposal, he/she shall present a list of all goods valued at \$100 or more to the City Council for approval of disposal. Reference Utah Code Chapters 24-3 and 77-24a, each as amended, and Tooele City's Disposal of Technology-Related Equipment Procedure.
- B. Surplus items shall not be given to employees or employees' immediate family members. Employees or employees' immediate family members may purchase surplus items as part of a sale or auction as long as preferential treatment is not given to any employee or employee's immediate family members.

## VII. CONTRACTS

- A. All contracts \$30,000 and above must be approved by Fiscal Note or Resolution of the Tooele City Council. No department, office, advisory or policy board or other organization of Tooele City, nor any officer or employee thereof, shall be empowered to execute any Purchase Order or contract except as specifically authorized in this Policy or by other applicable law. All contracts in violation of this provision are considered void and may result in the personal obligation and liability of persons at fault for such violations. (Utah State Auditor Template Language, General Provision #2)
- B. With specific reference to Section 10-6-138 of UCA 1953, as amended, the Purchasing Agent, may sign as either the City Recorder or the Purchasing Agent contracts made on behalf of Tooele City. There will be no need for two signatures from the same person to meet this provision.
- C. All contracts for goods and services shall be signed by the Mayor, attested by the Purchasing Agent, and approved as to form by the City Attorney. Approval as to form by the City Attorney is an indication that the contract is ready to be signed and attested.
- D. Contracts shall include, at a minimum, the information required on the form attached to this Policy, as ATTACHMENT "A".
- E. All large project contracts shall be in writing. Construction contracts for Projects costing less than \$50,000 may use the Agreement attached as Exhibit "B". Projects with contracts costing \$50,000 or more shall use more detailed industry standard construction contracts, where available, prepared by the contractor, department heads, or City Engineer. Performance and Payment bonds established in an amount determined by department heads or City Engineer necessary to protect the best interest of the City, and a penalty for not completing the scope of service stated in the agreement or contract by the agreed date shall be included.
- F. The Purchasing Agent shall ensure that all documents are attached to, or provided as part of entering into, all written contracts, including the Agreement, Contract, or short form contract, Certificate of Liability Insurance, Certificate of Workers Compensation Insurance, Business License, Vendor tax identification information, etc., as applicable.
- G. The Purchasing Agent shall establish and maintain a file of all contracts, and an indexed record of all contracts, with required attachments.

### H. EXCEPTIONS TO THE SOURCE SELECTION AND CONTRACT FORMATION

1. Upon approval of the Mayor, professional services including but not limited to: auditing, appraisals, architecture, banking, artistic design, engineering, legal and other consulting services, and continued specialty maintenance services (i.e. services at the wastewater treatment plant) may be awarded based on professional qualifications, service ability, cost of service, and other criteria.

**BLACK & MCDONALD L.L.C.**

[Update this Business](#)

**Entity Number:** 7450095-0151

**Company Type:** DBA

**Address:** 6001 FRONT ST Kansas City, MO 64120

**State of Origin:**

**Registered Agent:** CORPORATION SERVICE COMPANY

**Registered Agent Address:**

15 WEST SOUTH TEMPLE, SUITE 600

Salt Lake City, UT 84101

[View Management Team](#)

Status: Active

[Purchase Certificate of Existence](#)

Status: Active  as of 08/31/2009

**Renew By:** 08/31/2024

**Status Description:** Current

The "Current" status represents that a renewal has been filed, within the most recent renewal period, with the Division of Corporations and Commercial Code.

**Employment Verification:** Not Registered with Verify Utah

[History](#)

[View Filed Documents](#)

**Registration Date:** 08/31/2009

**Last Renewed:** 08/06/2021

[Additional Information](#)

**NAICS Code:** 2353 **NAICS Title:** 2353-Electrical Contractors

[<< Back to Search Results](#)

Business Name:

CUSTOM LIGHTING SERVICES, L.L.C.

[Update this Business](#)

**Entity Number:** 2035372-0161

**Company Type:** LLC - Foreign

**Address:** 6001 E FRONT STREET KANSAS CITY, MO 64120

**State of Origin:** DE

**Registered Agent:** CORPORATION SERVICE COMPANY

**Registered Agent Address:**

15 WEST SOUTH TEMPLE, SUITE 600

Salt Lake City, UT 84101

[View Management Team](#)

Status: Active

[Purchase Certificate of Existence](#)

**Status:** Active  as of 03/09/2011

**Renew By:** 04/30/2024

**Status Description:** Current

The "Current" status represents that a renewal has been filed, within the most recent renewal period, with the Division of Corporations and Commercial Code.

**Employment Verification:** Not Registered with Verify Utah

[History](#)

[View Filed Documents](#)

**Registration Date:** 04/15/1997

**Last Renewed:** 02/08/2023

[Additional Information](#)

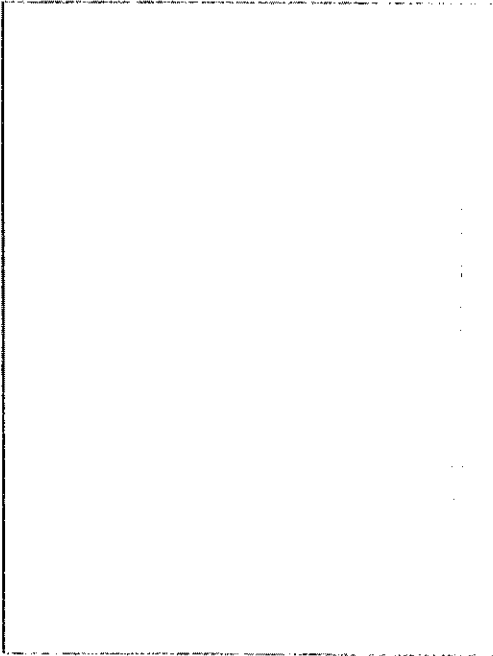
**NAICS Code:** 2371 **NAICS Title:** 2371-Utility System Construction

[Doing Business As](#)

BLACK & MCDONALD L.L.C.

[<< Back to Search Results](#)

Business Name:





## **TOOELE CITY CORPORATION**

### **ORDINANCE 2023-41**

#### **AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 10-3-30 REGARDING THE REMOVAL OF ILLEGALLY PARKED CARS.**

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

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

WHEREAS, Utah Code Chapter 41-6a Part 14 regulates the parking of vehicles on highways, including municipal public rights-of-way; and,

WHEREAS, UCA Section 41-6a-1405 addresses peace officer authority to remove illegally and unsafely parked vehicles, and Section 41-6a-1408 addresses peace officer authority to remove abandoned vehicles; and,

WHEREAS, Tooele City Code Chapter 10-3 regulates the parking of vehicles on the public rights-of-way, identifies unlawful parking, addresses police officer authority to remove unattended vehicles, and imposes civil penalties for parking violations; and,

WHEREAS, TCC Section 10-3-30 addresses police officer authority to remove unattended vehicles, closely following UCA Sections 41-6a-1405 and -1408; and,

WHEREAS, the City Council finds that TCC Chapter 10-3 prohibits parking in certain locations and circumstances precisely because those locations and circumstances are unsafe to park in and pose a very real risk of harm to life, health, and property, as well as the interruption of important government services—otherwise such parking would not be prohibited; and,

WHEREAS, the City Council finds that the regulations in TCC Chapter 10-3 reflect sound public policies designed to protect life, health, and property, and not revenue generation; and,

WHEREAS, the City Council finds that authorizing police officers to remove illegally parked and unattended vehicles is reasonably necessary to protect the public health and safety, and to protect property, including the illegally parked vehicles themselves; and,

WHEREAS, the City Council agrees with the City Administration and Police Chief that, where safety allows, police officers should make reasonable attempts to notify registered owners of their illegally parked vehicles, giving the owners an opportunity to remove the vehicles before the officers do:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 10-3-30 regarding Moving Illegally Parked Vehicles - Police Authority is hereby amended, as shown in Exhibit A.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

# Exhibit A

Proposed TCC Section 10-3-30

parked vehicle shall be parked in the direction of lawful traffic movement with an unobstructed width of the street opposite the standing vehicle left for the free passage of other vehicles, leaving a clear view of such stopped vehicles.

(2) This Section shall not apply to the driver of any vehicle which is disabled while on a street in such a manner and to such an extent that it is impossible to avoid stopping and temporarily leaving the disabled vehicle in that position.

(2019-31, 12-04-2019)(Ord. 2019-11, 04-17-2019)(Ord. 1990-08, 06-14-1990)

### **10-3-25. Stopping Standing or Parking Prohibited in Certain Areas.**

(1) No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic-control device, in any of the following places:

- (a) on a sidewalk or curb;
- (b) in front or within five feet of a private driveway, to include the drive approach;
- (c) within an intersection;
- (d) within five feet of a fire hydrant, as measured in both directions along the street or highway curblines or right-of-way property line from the line extending from the center of the hydrant to the curblines or property line at its nearest point;
- (e) on a crosswalk;
- (f) within 20 feet of a crosswalk at an intersection;
- (g) within 30 feet upon the approach of any flashing beacon or traffic-control device located at the side of a roadway;
- (h) between a safety zone and the adjacent curb, or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless authorized signs or markings indicate a different length;
- (i) within 50 feet of the nearest rail of a railroad crossing;
- (j) within 20 feet of the driveway entrance to any fire station, and on the side of a street opposite the entrance when properly signposted;
- (k) alongside or opposite any street excavation or obstruction, when stopping, standing, or parking would obstruct or be hazardous to traffic;
- (l) upon any bridge or other elevated structure upon a street;
- (m) where official signs or traffic markings prohibit stopping, standing, or parking;
- (n) in any public park, playground, recreational area, or grounds of any public buildings other than on the roads or parking lots provided for public parking and then only in accordance with provisions of any signs, officially installed by direction of the city;
- (o) on any footpath or trail in any park, recreational area, or playground;
- (p) within a fire lane, as designated by Tooele City, whether on public or private property;
- (q) on any median or island, or on any dividing section of a street;

(r) on any street or alley less than 20 feet wide; or,

(s) on the south or east side of any street or alley where the width is over 20 feet, but less than 30 feet, unless otherwise directed by traffic-control devices.

(2) No person shall stop, stand, or park a vehicle in any manner or position contrary to any sign or marking officially placed by direction of the City.

(3) No person shall move a vehicle under such person's control into any such prohibited area, or upon any area not designated for vehicular travel or parking. (2019-31, 12-04-2019)(Ord. 2019-11, 04-17-2019)(Ord. 1990-08, 06-14-1990)

#### **10-3-25.1. Large Vehicle Parking.**

Vehicles defined in Section 10-2-7(1):

(1) are prohibited from parking on public rights-of-way except those routes identified in Section 10-2-7(3); and,

(2) shall comply with the provisions of this Chapter. (2019-31, 12-04-2019)

#### **10-3-26. Parking between Curb and Property Line Prohibited.**

No person shall stop, stand, or park any vehicle upon any portion of a public right-of-way between the curblines and the adjacent property lines.

(2019-31, 12-04-2019)(Ord. 2019-11, 04-17-2019)(Ord. 1990-08, 06-14-1990)

#### **10-3-27. Using Public Rights-of-way for Storage Prohibited.**

No person shall park a vehicle, boat, trailer, motor home, camper, recreational vehicle, motorcycle, or other item upon any public right-of-way for a period of time longer than 48 hours.

(2019-31, 12-04-2019)(Ord. 2019-11, 04-17-2019)(Ord. 1990-08, 06-14-1990)

#### **10-3-28. Presumption of Liability.**

The fact that a vehicle which is parked in violation of the provisions of this Chapter is registered in the name of a person shall be sufficient to constitute a presumption that such person was in control of the vehicle at the time of its parking.

(2019-31, 12-04-2019)(Ord. 2019-11, 04-17-2019)(Ord. 1990-08, 06-14-1990)

#### **10-3-29. Parking Violation - Owner Responsibility.**

Whenever any vehicle is parked in violation of any of the provisions of this Chapter, the person in whose name the vehicle is registered shall be prima facie responsible and strictly liable for the violation and associated penalty. (Ord. 2019-11, 04-17-2019)(Ord. 1990-08, 06-14-1990)

#### **10-3-30. Moving Illegally Parked Vehicles - Police Authority.**

(1) All vehicles parked in violation of this Chapter are illegally parked and are considered to be unsafely parked and to obstruct the normal and safe movement of emergency response vehicles (including police vehicles, fire apparatus, ambulance, etc.), city service vehicles

(including snow plows, street sweepers, garbage trucks, etc.), as well as bicycles and pedestrians. Therefore, a police officer is hereby authorized to remove or caused to be removed to a place of safety any abandoned vehicle and any unattended vehicle stopped, parked, or left standing on a street or public right-of-way in violation of this Chapter.

(2) Before removing a vehicle that is not an immediate hazard to persons or property, a police officer will make a reasonable attempt to contact the registered owner to request the owner's immediate removal of the vehicle in a position or under circumstances as follows:

~~(1) the vehicle obstructs the normal and safe movement of vehicular, bicycle, or pedestrian traffic;~~

~~(2) the vehicle obstructs the normal and safe movement of authorized emergency vehicles and City service vehicles, including snow plows, in the performance of official duties;~~

~~(3) the vehicle otherwise creates a risk of danger to persons or damage to property; and,~~

~~(4) the vehicle is abandoned or displays common indicia of abandonment.~~

(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

### **10-3-31. Violations - Penalties.**

(1) A violation of any provision of this Chapter shall be a civil offense.

(2) Any person violating any provision of this Chapter shall be liable for a \$50 civil penalty for each violation. Any penalty assessed under this Chapter may be in addition to such other penalties as may be provided in this Title.

(3) Any penalty that is not paid within 15 calendar days from the date of receipt of notice shall be increased to \$100.

(4) As used in this Chapter, "receipt of notice" means any of the following:

(a) affixing a notice to the vehicle alleged to have been in violation;

(b) affixing a notice in a conspicuous place at the vehicle owner's address as indicated on vehicle registration records;

(c) delivering a notice to the owner or driver of the vehicle in violation;

(d) delivering a notice by U.S. mail to the vehicle owner's address as indicated on vehicle registration records. Deliveries by U.S. mail are presumed received three days after posting.

(Ord. 2023-13, 04-05-2023) (2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

### **10-3-32. Parking Violations - Appeal Procedure.**

Appeal of civil penalties imposed under this Chapter shall be to the Administrative Hearing Officer under Chapter 1-28 of this Code.

(Ord. 2019-11, 04-17-2019) (Ord. 2013-07, 04-17-2013) (Ord. 2006-02, 01-04-2006) (Ord. 1990-08, 06-14-1990)

### **10-3-33. Using Parking Lots and Vacant Lots to Display Used Vehicles for Sale.**

It shall be unlawful for the owner of a vehicle or boat, or for any other person, to park, cause to be parked, or

allow to be parked the vehicle or boat on a vacant lot or parking lot owned by another person for the purpose of displaying the vehicle or boat for sale unless the owner or lessee of the property on which it is parked has given authorization for the vehicle or boat to be so parked.

(Ord. 2019-11, 04-17-2019) (Ord. 1994-29, 07-06-1994)

## TOOELE CITY CORPORATION

### RESOLUTION 2023-87

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING PAYMENT OF A FEE-IN-LIEU OF WATER RIGHTS CONVEYANCE FOR THE PETERSON INDUSTRIAL DEPOT'S DEVELOPMENT OF CENTRAL STATES MANUFACTURING.**

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

WHEREAS, TCC Section 7-26-2(2) empowers the City Council to adopt a legislative policy allowing for the payment of a fee in lieu of water rights conveyance: "Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system"; and,

WHEREAS, on May 18, 2022, the City Council approved Resolution 2022-29, adopting an updated fee-in-lieu of water rights conveyance policy referred to in TCC 7-26-2(2), with an effective date of June 1, 2022 (with the original policy being adopted in 2007) (see the June 1 policy attached as Exhibit B); and,

WHEREAS, the June 1 policy encourages the consideration of at least the following factors in considering requests to pay the fee-in-lieu:

- The number of acre-feet of water rights requested.
- The availability of City-owned water rights and corresponding water sources.
- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the development is anticipated to generate.
- The amount of property tax the development is anticipated to generate.
- The anticipated environmental and social impacts of the development.

WHEREAS, the City Council retains sole and exclusive legislative discretion in deciding to allow the payment of the fee-in-lieu; and,

WHEREAS, Tooele City received from Aaron Peterson of Peterson Industrial Depot ("PID") a letter dated September 9, 2023, requesting the allocation of 2.65 acre-feet of municipal water rights to the Central States Manufacturing development (the "Project"); and,

WHEREAS, the PID led development addresses the policy considerations identified above and in the June 1 policy in the following ways:

- PID is requesting 2.65 acre-feet.
- Includes the construction of a 125,000 square foot manufacturing building for Central States Manufacturing.
- Development of 10 acres of undeveloped property within the RDA area and new taxable value estimated at \$5.6 Million (not including taxable personal property). This is estimated to equate to nearly \$48,000 in new revenue to the RDA annually.
- Approximately 150 new jobs at a company with an Employee Stock Option program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby authorizes the use of the fee-in-lieu of water rights conveyance for 2.65 acre-feet of municipal water rights, for the fee amount established in the June 1 policy.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.



TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

TOOELE CITY MAYOR

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

## Exhibit A

September 9, 2023, Letter  
Aaron Peterson, Peterson Industrial Depot

**Jared Stewart**

---

**From:** Aaron Peterson <aaronp@utahfab.com>  
**Sent:** Friday, October 13, 2023 10:39 AM  
**To:** Jared Stewart  
**Subject:** CSM water

Jared,

I would like to formally request for the council to approve the water fee in lieu for central states development as estimated.

Thanks

Aaron Peterson  
President  
1600 W K Ave  
Tooele, Utah 84074  
O:435-843-8317

## Exhibit B

June 1, 2022, Water Right Calculation

Name: Central States Manufacturing  
 Address: TBD  
 Permit No:

NOTE: THE INFORMATION SHOWN ON THIS PAGE IS FOR CONCEPTUAL EVALUATION ONLY. ACTUAL DEMANDS AND IMPACT FEES WILL BE BASED UPON PLAN SUBMITTAL AND ANY / ALL APPLICABLE FEES IN PLACE AT THAT TIME. IT ALSO DOES NOT INCLUDE THE COST OF ANY BUILDING OR SITE DEVELOPMENT PERMITS, ETC.

## Water Rights and Impact Fee Analysis (CONCEPT ONLY) Commercial / Industrial

Updated 9/27/2023

<b>Water Rights - Interior Use</b>	Employee Usage	2.15 acre feet/year
	Process Water	0.00 acre feet/year
	Net Interior Demand=	2.15 acre-feet (100% depletion)

<b>Employee Usage</b>	15 gallons per employee (Peak)
	150 Employees
	6 Days per Week (Single Shift)
	2,250 gallons per day
	2.15 acre feet / year

**Process Water Usage**  
None reported

<b>Water Rights -Exterior Use</b>	Landscape Area	Acres	Water Right	Water Right
	S.F.		Duty (per acre)	acre-feet
	10,890	0.00	4.0	0.00
	10,890	0.25	2.0	0.50
	Net Exterior Demand=	0.25		0.50

NOTE: without a site plan it is not possible to calculate irrigation demand. Assume 0.5 of drip irrigation for conceptual analysis 10,890 s.f.

**TOTAL WATER RIGHT REQUIREMENT (Interior + exterior)= 2.65 acre-feet**

If purchased thru Payment in Lieu, cost would be equal to \$35,000 x AF required = **\$92,907.70**

### Water Impact

Future Impact	Acres	Total
Historic Use	2.65	
<b>Net Water Impact Fee=</b>	<b>2.65</b>	<b>\$33,965</b>

FORMULA FOR NON-STANDARD WATER IMPACT FEES:

(Total Average Yearly Demand (ac-ft) / 0.61 (ac-ft)) \* Base Impact Fee/ERC (\$7,805) = Total Fee  
 Source: Water Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA), February 2022.

### Sewer Impact

Peak Day Interior Use Demand (gal)	Total (gpd)
Peaking Factor (from IFFP)	2,250
Average Day Interior Use Demand (gal)	1.54
	1,461
Treatment Cost	\$27,527.69
Collection Cost	\$14,947.83
<b>Net Sewer Impact Fee=</b>	<b>\$42,475.52</b>

FORMULA FOR NON-STANDARD WASTEWATER IMPACT FEES:

Treatment: (Total Average Daily Demand (GPD) / 170 (GPD)) \* Treatment Impact Fee/ERU (\$3,203) = Treatment Fee  
 Collection: (Total Peak Daily Demand (GPD) / 230 (GPD)) \* Collection Impact Fee/ERU (\$1,528) = Collection Fee  
 Treatment Fee + Collection Fee = Total Impact Fee  
 Source: Wastewater Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA), March 2023

### Public Safety Impact

<b>Building s.f.</b>	<b>Cost per 1000 s.f.</b>	<b>Total</b>
125,000	\$187.40	NA
	\$111.40	\$13,925.00
125,000	\$164.70	NA
	\$17.40	\$2,175.00
<b>Net Public Safety Impact Fee=</b>		<b>\$16,100.00</b>

(Requires both Fire and Police Component)

Fire - Commercial  
 Fire - Industrial  
 Police - Commercial  
 Police - Industrial

Sum of Impact Fees = \$92,540.14  
 Water Right Payment in Lieu Cost = \$92,907.70

### Parks Impact

(Not Applicable for Commercial / Industrial)

Not Applicable for Commercial / Industrial Property

## Exhibit C

June 1, 2022, Fee-in-lieu Policy

## TOOELE CITY CORPORATION

### RESOLUTION 2023-88

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING PAYMENT OF A FEE-IN-LIEU OF WATER RIGHTS CONVEYANCE FOR THE PETERSON INDUSTRIAL DEPOT'S DEVELOPMENT OF AN INDOOR PICKLEBALL FACILITY ("THE KITCHEN").**

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

WHEREAS, TCC Section 7-26-2(2) empowers the City Council to adopt a legislative policy allowing for the payment of a fee in lieu of water rights conveyance: "Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system"; and,

WHEREAS, on May 18, 2022, the City Council approved Resolution 2022-29, adopting an updated fee-in-lieu of water rights conveyance policy referred to in TCC 7-26-2(2), with an effective date of June 1, 2022 (with the original policy being adopted in 2007) (see the June 1 policy attached as Exhibit B); and,

WHEREAS, the June 1 policy encourages the consideration of at least the following factors in considering requests to pay the fee-in-lieu:

- The number of acre-feet of water rights requested.
- The availability of City-owned water rights and corresponding water sources.
- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the development is anticipated to generate.
- The amount of property tax the development is anticipated to generate.
- The anticipated environmental and social impacts of the development.

WHEREAS, the City Council retains sole and exclusive legislative discretion in deciding to allow the payment of the fee-in-lieu; and,

WHEREAS, Tooele City received from Aaron Peterson of Peterson Industrial Depot ("PID") a letter dated September 9, 2023, requesting the allocation of 1.17 acre-feet of municipal water rights to the "Kitchen" indoor pickleball court (the "Project"); and,

WHEREAS, the PID proposal addresses the policy considerations identified above and in the June 1 policy in the following ways:

- PID is requesting 1.17 acre-feet.
- Includes the construction of 6 pickleball courts; capacity to host 24 people recreating at any one time, open seven days a week.
- Construction of a new building (30,000 square feet) for \$3.9 Million in new taxable property value. This is estimated to equate to over \$14,000 in new revenue annually to the RDA.
- Employment opportunities for staff which will be required to operate the facility.
- The new indoor facility will benefit residents by providing youth and adult recreation programs which build a sense of community and contribute to good health and general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby authorizes the use of the fee-in-lieu of water rights conveyance for 1.17 acre-feet of municipal water rights, for the fee amount established in the June 1 policy.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

TOOELE CITY MAYOR

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

## Exhibit A

September 9, 2023, Letter  
Aaron Peterson, Peterson Industrial Depot

## Jared Stewart

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**From:** Aaron Peterson <aaronp@utahfab.com>  
**Sent:** Wednesday, September 6, 2023 8:54 AM  
**To:** Debbie Winn; Jared Stewart  
**Subject:** FW: The Kitchen - Building Layout and Elevations

Mayor Winn

Please see attached design for a new building on the depot, we have two executed leases one from the Kitchen and the other from Tooele cheer company. With our current developments we would like to see if the RDA would be willing to participate in assisting us, we are looking for approximately 200k to help with the water and impact fees. The amount would be less if we can resolve the water issue since we currently have water for the frontage on lodestone.

Thanks

## Exhibit B

June 1, 2022, Water Right Calculation

Name: PID Pickleball  
 Address: PID, new build  
 Permit No:

## Water Rights and Impact Fee Analysis (CONCEPT ONLY)

Commercial / Industrial

Updated 9/27/2023

**NOTE: THE INFORMATION SHOWN ON THIS PAGE IS FOR CONCEPTUAL EVALUATION ONLY. ACTUAL DEMANDS AND IMPACT FEES WILL BE BASED UPON PLAN SUBMITTAL AND ANY / ALL APPLICABLE FEES IN PLACE AT THAT TIME. IT ALSO DOES NOT INCLUDE THE COST OF ANY BUILDING OR SITE DEVELOPMENT PERMITS, ETC.**

Water Rights - Interior Use	Employee Usage	Process Water	Employee Usage	Process Water Usage
Employee Usage	0.67 acre feet/year	None reported	6 Courts	None reported
Process Water	0.00 acre feet/year		100 gallons per day	
Net Interior Demand=	0.67 acre-feet (100% depletion)		7 Days per Week	
			600 gallons per day	
			0.67 acre feet / year	

*From Developer: 5 restrooms; 6 courts or 24 persons at one time, 7 days a week. Estimates assume 30 people x 14 hour = 420 occupancy hours per day; 76,650 occupied hours per year, assuming 50% average occupancy.*

*R309-510, Table 2. Nearest comparable for a recreation facility would be bowling alley, where they assume 100 gal/day/lane. Therefore, assume 100 gal/day each of the 6 courts*

*Developer has the option of obtaining historic water use records from similar facilities for consideration by the City*

Water Rights - Exterior Use	Landscape Area	Acres	Water Right Duty (per acre)	Water Right acre-feet
Sod	S.F.	0.00	4.0	0.00
Water Conservation Area		0.25	2.0	0.50
Net Exterior Demand=		10.890		0.50 acre feet

TOTAL WATER RIGHT REQUIREMENT (Interior + exterior) = **1.17 acre-feet**

*If purchased thru Payment in Lieu, cost would be equal to \$36,000 X AIF required = \$40,960.17*

Water Impact	Future Impact Historic Use	Acres Foot Use	Total
Future Impact Historic Use	1.17	1.17	1.17
Net Water Impact Fee=	1.17		\$14,974

*FORMULA FOR NON-STANDARD WATER IMPACT FEES:*

*(Total Average Yearly Demand (ac-ft) / 0.61 (ac-ft)) \* Base Impact Fee/ERC (\$7,805) = Total Fee*

*Source: Water Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA), February 2022.*

Sewer Impact	Peak Day Interior Use Demand (gal)	Peaking Factor (from IFFP)	Average Day Interior Use Demand (gal)	Total (gpd)
Peak Day Interior Use Demand (gal)	600	1.54	390	600
Treatment Cost				\$7,340.72
Collection Cost				\$3,986.09
Net Sewer Impact Fee=				\$11,326.81

*FORMULA FOR NON-STANDARD WASTEWATER IMPACT FEES:*

*Treatment (Total Average Daily Demand (GPD) / 170 (GPD)) \* Treatment Impact Fee/ERU (\$3,203) = Treatment Fee*

*Collection: (Total Peak Daily Demand (GPD) / 230 (GPD)) \* Collection Impact Fee/ERU (\$1,528) = Collection Fee*

*Source: Wastewater Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA), March 2023*

Public Safety Impact	Building s.f.	Cost per 1000 s.f.	Total
Building s.f.	30,000	\$187.40	NA
		\$111,420	\$3,342.00
		\$164.70	NA
		\$17.40	\$522.00
Net Public Safety Impact Fee=			\$3,864.00

*(Requires both Fire and Police Component)*

**Sum of Impact Fees = \$30,164.77**

**Water Right Payment in Lieu Cost = \$40,960.17**

**Not Applicable for Commercial / Industrial Property**

**Not Applicable for Commercial / Industrial Property**

## Exhibit C

June 1, 2022, Fee-in-lieu Policy

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

**Date:** Wednesday, October 4, 2023

**Time:** 5:30 p.m.

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

**City Council Members Present:**

Maresa Manzione

David McCall

Ed Hansen

Tony Graf

Justin Brady

**City Employees Present:**

Mayor Debbie Winn

Adrian Day, Police Department Chief

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Jamie Grandpre, Public Works Director

Paul Hansen, City Engineer

Jared Stewart, Economic Development Director

Minutes prepared by Katherin Yei

**1. Open City Council Meeting**

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

**2. Roll Call**

Maresa Manzione, Present

David McCall, Present

Tony Graf, Present

Ed Hansen, Present

Justin Brady, Present

**3. Mayor's Report**

Mayor Winn reported on the following:

UDOT has public comment open for the Midvalley Highway until October 10<sup>th</sup>.

The treatment plant and the lakes at the golf course have been treated 2-3 times per year for mosquitoes. The cost is \$11,000 to treat those areas. To join the Tooele Valley Abatement district would cost \$44.22 per year per house hold.

#### **4. Council Member's Report**

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

#### **5. Discussion Items**

##### **A. Proposed Amendment to Tooele City Code 7-14, Table 5, of the In-Fill Overlay Zones Regarding Minimum Lot Sizes**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented an amendment to Tooele City Code in regards to the in-fill overlay zones regarding minimum lot sizes. In-fill overlay encompasses two areas in the downtown area, typically in the older section of town. Reductions include building setbacks, total lot coverage, water rights, and lots sizes. It is there to encourage development on older lots that have infrastructure. The applicant would like to subdivide the lot he owns in section B. He would not be creating a unique situation for this area, but would match many of the surrounding properties. He is proposing language be added to City Code 7-14, Table 5.

The City Council asked the following questions:  
What are the safety issues for allowing a property closer to another?  
How would this affect water within the City?  
Does the ADU specify the size of the structure?

Mr. Aagard addressed the Council's questions. There may not be a large impact to other neighboring properties. The larger the property gets, there is a small increase in the allowed homes. Anything more than one lot would require them to bring their own water rights. They would still have to provide their own water. Staff would anticipate an increase in density on those properties.

Mr. Baker addressed the Council. This could be an opportunity to create a detached dwelling unit. They would not have to pay water rights and impact fees would be cut in half. A duplex does require 1400 square feet in R1-7. The ADU does have to be smaller than the original home.

The Council would like to see this item move forward.

##### **B. Ordinance 2023-40 An Ordinance of Tooele City Amending Tooele City Code Section 11-1-12 Regarding Camping**

*Presented by Adrian Day, Police Chief*

Chief Day presented an ordinance to amend the Tooele City Code Section 11-1-12 regarding camping. Health and safety concerns are rising with the homeless populations moving in. The definition of camping can be improved. The definition of camping will include addressing vehicles, bedding material, and establishing a temporary or permanent resident. Chief Day shared examples of an increase safety hazards from people camping in public areas.



Mr. Baker addressed the Council. This is based on the Ogden City ordinance. The City does have an ordinance that refers to living in an RV on private property.

The Council asked the following questions:  
What is the penalty?

Chief Day addressed the Council's question. It is a class C misdemeanor.

The City Council is in favor on this item to help prevent homeless camps and public safety issues.

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

There is a closed meeting for property acquisition and litigation.

**Council Member Manzione motioned for a closed meeting.** Council member Graf Seconded. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

The closed meeting began at 6:14 p.m.

Those in attendance were Mayor Debbie Winn, Council Member Manzione, Council Chairman Brady, Council Member McCall, Council Member Hansen, Council Member Graf, Michelle Pitt, Shannon Wimmer, Paul Hansen, Roger Baker, Chief Adrian Day, Andrew Aagard, and Jared Stewart.

### **7. Adjourn**

**Chairman Brady adjourned the meeting at 6:37 p.m.**

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

Approved this \_\_\_\_ day of October, 2023

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Justin Brady, City Council Chair

## Tooele City Council Business Meeting Minutes

**Date:** Wednesday, October 4, 2023

**Time:** 7:00 p.m.

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

### **City Council Members Present:**

Ed Hansen

Maresa Manzione

Tony Graf

Dave McCall

Justin Brady

### **City Employees Present:**

Mayor Debbie Winn

Adrian Day, Police Department Chief

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Jamie Grandpre, Public Works Director

Paul Hansen, City Engineer

Jared Stewart, Economic Development Director

Minutes prepared by Katherin Yei

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

### **1. Pledge of Allegiance**

The Pledge of Allegiance was led by Council Member Hansen.

### **2. Roll Call**

Tony Graf, Present

Ed Hansen, Present

Maresa Manzione, Present

Dave McCall, Present

Justin Brady, Present

### **3. Mayor's Youth Recognition Award**

Mayor Winn and Chief Day presented the Mayor's Youth recognition award to the following:

Yazin Aldolani

Riote Lynn

Maizy Ray

#### **4. Domestic Violence Awareness Month Proclamation**

Mayor Winn proclaimed October Domestic Violence Awareness month.

Wendy Stilson presented the shelter stats and help the shelter provides to victims.

#### **5. Public Comment Period**

Ms. Pitt presented a thank you gift for Holly Potter's work within the City.

#### **6. Request for Deviation from Design Standards for the Towns at Mountain View**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented a request for deviation from design standards for the Towns at Mountain View located near Goffer Foods. The applicant must demonstrate certain findings to qualify. The applicant would like to construct the elevation as presented to the Council. They would like to reduce the stone to 20%.

The City Council asked the following questions:  
Is the applicant against waiting until the code is updated?

The Council would like to maintain the standard throughout the City.

Mr. Aagard addressed the Council's questions. The applicant would like an answer tonight.

Mr. War addressed the Council. They are buying the property from the previous owners. The cost to install brick is twice the amount. There is a significant amount of stone which is subject to deteriorate, creating a future problem. The applicant is wanting to keep the cost low for buyers. Costs continue to go up, they would like to move forward now.

**Council Member Graf motioned to deny the request for Deviation from Design Standards for the Towns at Mountain View.** Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

#### **7. Ordinance 2023-40 An Ordinance of Tooele City Amending Tooele City Code Section 11-1-12 Regarding Camping**

*Presented by Adrian Day, Police Chief*

Chief Day presented an ordinance to amend the Tooele City Code Section 11-1-12 regarding camping. Health and safety concerns are rising with the homeless populations moving in. The definition of camping can be improved including definition of what camping is including but not limited to addressing vehicles, bedding material, and establishing a temporary or permanent resident. Chief Day shared examples during the work meeting of an increase safety hazards from people camping in public areas. This was modeled off the Ogden City ordinance.

**Council Member Manzione motioned to Ordinance 2023-40 An Ordinance of Tooele City Amending Tooele City Code Section 11-1-12 Regarding Camping.** Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

**8. Resolution 2023-86 A Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for the Microtel Moda Hotel Project**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented a payment fee-in-lieu of water rights conveyance for the Microtel Moda Hotel project. The applicant needs more water than what was originally estimated. They are requesting an additional 1.24 acre/feet of water for the development. This is for primarily indoor water use.

**Council Member McCall motioned to approve Resolution 2023-86 with the correction as stated.** Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

**9. Invoices & Purchase Orders**

Ms. Pitt presented the following invoices:

Returning funds to Tooele County for grant funds from COG in the amount of \$37,536.11  
Rehrig Pacific for 702, 95-gallon garbage cans in the amount of \$45,544.64  
Tooele County Sheriff's office for 3<sup>rd</sup> quarter dispatch fees in the amount \$82,842

The Council will allow the recorder's office to approve the Tooele County Sherriff's invoice without bringing it to the Council every time.

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

**10. Minutes**

There are no changes to the minutes

**Chairman Hansen motioned to approve Minutes.** Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

**11. Adjourn**

Chairman Brady adjourned the meeting at 7:44pm.

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

Approved this \_\_\_ day of October, 2023

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Justin Brady, City Council Chair

DRAFT