

## PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, January 17, 2024, at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website [www.utah.gov](http://www.utah.gov), the Tooele City Website [www.tooelecitey.gov](http://www.tooelecitey.gov), and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or [michellep@tooelecitey.gov](mailto:michellep@tooelecitey.gov).

*We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecitey> 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@tooelecitey.gov](mailto:cmpubliccomment@tooelecitey.gov) anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.*

## AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Mayor's Community Recognition Awards**
4. **Public Comment Period**
5. **Ordinance 2024-02** An Ordinance of the Tooele City Council Amending Tooele City Code Section 4-8-2 Regarding Dead End Streets and Cul-De-Sacs  
*Presented by Paul Hansen, City Engineer*
6. **Resolution 2024-05** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Include Increased Water Meter Costs  
*Presented by Jamie Grandpre, Public Works Director*
7. **Resolution 2024-06** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Garbage Containers  
*Presented by Shannon Wimmer, Finance Director*
8. **Resolution 2024-07** A Resolution of the Tooele City Council Approving a Real Estate Purchase Contract for Land with She Enterprises, LLC  
*Presented by Mayor Debbie Winn*
9. **Public Hearing and Motion on Ordinance 2023-39** An Ordinance of Tooele City Approving a Landmark Site Designation Process for the Preservation of Significant Historic Properties  
*Presented by Jared Steward, Economic Development Director*

**10. Subdivision Plat Amendment Request by Richmond American Homes to Amend Lots 237, 238, and 239 of the Drumore at Overlake Phase 2 Subdivision Plat at 12 E Broxburn Way and 1532 N Baen Way in the R1-7 Zoning District**

*Presented by Andrew Aagard, Community Development Director*

**11. Invoices & Purchase Orders**

*Presented by Michelle Pitt, City Recorder*

**12. Minutes**

**13. 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.gov](mailto:michellep@tooelecity.gov), prior to the meeting.

## **TOOELE CITY CORPORATION**

### **ORDINANCE 2024-02**

#### **AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING TOOELE CITY CODE SECTION 4-8-2 REGARDING DEAD END STREETS AND CUL-DE-SACS.**

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah's charter cities, of which Tooele City is the only remaining such 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, in addition to the municipal powers bestowed by the Utah Constitution to Charter Cities, 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, the Utah Code grants authority to municipalities to regulate their public streets (see UCA 10-8-8, -8.6, -11, -23, -24, -25, -30, -32, and UCA 72-3-1-4); and,

WHEREAS, TCC Chapter 4-8 regulates and establishes the standards for the construction of Tooele City's public streets, including dead end streets and cul-de-sacs; and,

WHEREAS, the City Administration recommends an amendment to TCC Section 4-8-2 regarding dead end streets that cul-de-sacs be required if a dead end street is more than 150 feet in length, or more than one single-family residence in depth, whichever distance is less, whether the street is temporary and is proposed to be extended in the future, or whether the street is constructed from the beginning to the final approved length; and,

WHEREAS, this amendment is necessary because of the fact that if a snow plow, garbage truck, fire truck, or other large vehicle needs to drive down a dead end street in service of the public health and safety, a safe place to turn around these large vehicles is necessary, whereas if the street depth is only one residential lot depth, such an accommodation is less critical; and,

WHEREAS, this amendment, and the 150-foot maximum street length without a cul-de-sac, is consistent with the 2021 International Fire Code, Appendix D – Fire Apparatus Access Roads, specifically paragraph D103.4 Dead End Street, which reads as shown below:

**D103.4 Dead ends.**

Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

**TABLE D103.4 REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

For SI: 1 foot = 304.8 mm.

WHEREAS, while the above-cited provisions of the Fire Code allow "hammerhead" and "Y" turn-arounds, the City Administration recommends against them for purposes of public streets under Section 4-8-2, inasmuch as they are more difficult and less safe to navigate by large vehicles including fire trucks:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 4-8-2 regarding dead end streets and cul-de-sacs is hereby amended as shown in its entirety in Exhibit A, attached.

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 \_\_\_\_\_, 2024.

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

## TCC Section 4-8-2, As Proposed

(showing highlighted additions and deletions)

## CHAPTER 8. ROAD AND BRIDGE CONSTRUCTION STANDARDS

### 4-8-1. Specifications Adopted - Amendments.

### 4-8-2. Street Design.

#### 4-8-2.1. Infill Overlay District Street Design.

(Repealed.)

#### 4-8-2.2. Arterial Streets.

#### 4-8-2.3. Major Collector Streets.

#### 4-8-2.4. Minor Collector Streets.

#### 4-8-2.5. Local Streets.

#### 4-8-2.6. Substandard Local Streets.

#### 4-8-2.7. Alleys.

#### 4-8-2.8. Curb and Gutter, Parkstrips, and Sidewalks.

#### 4-8-3. Street Widths.

#### 4-8-4. Street Improvements.

#### 4-8-5. Fire Hydrants.

#### 4-8-6. Street Lighting.

#### 4-8-7. Alleys.

#### 4-8-8. Blocks.

#### 4-8-9. Street Names and Signage.

#### 4-8-10. Building Address Numbers.

#### 4-8-11. Bridge Standards and Design.

### 4-8-1. Specifications Adopted - Amendments.

The most recent edition of the Standard Specifications for Road and Bridge Construction, as adopted, updated, revised, and published by The Utah Department of Transportation, is herewith adopted by reference as the standard specifications for road and bridge construction, in its entirety, including all requirements for bidding, award of contract, scope of work, control of work, control of material, legal regulations and responsibility to the public, prosecution and progress of work, measurement and payment for work, and all other provisions therein contained with the following amendments thereto:

(1) The following definitions are amended:

(a) Commission: Tooele City Corporation.

(b) Department: Tooele City Community Development and Public Works Department, inclusive of Engineering.

(c) Director: The Director of the Community Development and Public Works Department.

(d) Engineer: The Tooele City Engineer or consulting engineer assigned to the project in question, as designated by the Director.

(e) State: The State of Utah and its political subdivisions acting through their authorized representatives.

(2) In all instances where the context of said specifications may be interpreted in more than one manner, said specifications shall be interpreted so as

to apply to Tooele City Corporation rather than the State of Utah, its road commission, or other agencies, and shall be interpreted in such a manner as to validate the provision in question.

(Ord. 2015-07, 03-18-2015) (Ord. 1997-09, 03-05-1997) (Ord, 1974-16, 12-09-1974)

### 4-8-2. Street Design.

(1) All streets shall be subject to topographical conditions, public safety, and the relation to the proposed uses of land to be served by such streets. Where uses of land are not shown on a land use plan or plat approved by the City, the arrangement of streets in a subdivision and elsewhere shall either:

(a) provide for the continuation or appropriate projection of existing streets in surrounding areas; or

(b) conform to a plan for the area or neighborhood approved or adopted by the City Council to meet a particular situation where topographical and other conditions make continuance or conformance to existing streets impracticable.

(2) Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than 60-degree angles.

(3) Sections 2.2 through 2.7 of this Chapter describe and illustrate the typical functional classifications, and the standards for construction and improvement, applicable to street rights-of-way within Tooele City. See also Table 4-8-2.6: Table of Substandard Local Street Requirements.

(4) Dead end streets.

(a) Dead end streets, including cul-de-sacs, where permitted, shall not be more than 250 feet in length measured from the centerline of the last intersecting street to the centerpoint of the turnaround area.

(b) Dead end streets, whether temporary or permanent, greater than 150 feet in length, or deeper than one single-family residential lot in depth (whether front-yard frontage or side-yard frontage), whichever is less, shall require a cul-de-sac.

(c) Cul-de-sacs shall have a minimum outside right-of-way radius of 50 feet at the closed end, unless the street ends at a point where the subdivider or developer intends to extend a street pursuant to a preliminary ~~subdivision plan~~ submitted and approved by the City, in which case the turnaround may be a minimum radius of 40 feet and constructed of a temporary nature acceptable to the Tooele City Fire Department.

(d) Dead end streets, including ~~C~~cul-de-sacs, where permitted, may be extended beyond 250 feet with written findings from the Public Works Director, in consultation with the Community Development Director and Fire Chief, that:

(i) doing so is necessary to reasonably develop properties adjacent to the dead end street-cul-de-sac;

(ii) doing so is necessary to provide vehicular safe access and utility service to the properties adjacent to the dead end street-cul-de-sac;

(iii) no other option exists for providing access to the properties adjacent to the dead end street-cul-de-sac;

(iv) the cul-de-sac turnaround radius at the closed end of the dead end street, as required in this Section, is increased by not less than ten feet; and,

(v) doing so will not violate applicable provisions of the adopted building or fire codes.

(5) No more than two cross streets shall intersect at any one intersection.

(6) Street grades shall be:

(a) more than 1.0% without written findings from the Public Works Director establishing that the grade must be less, but in no case shall be less than 0.5%;

(b) less than 10% for minor collector streets, local streets, and alleys; and

(c) less than 7% for major collector and arterial streets.

(7) Streets shall be leveled, whenever possible, to a grade of less than 4% for a distance of at least 100 feet approaching all intersections, and shall be a maximum grade of 3% at the intersection.

(8) All crests and sags shall have a vertical curve pursuant to Table 4-8-2 (Vertical Curve Table).

(9) Minimum radii of horizontal curvature along the center line shall be:

(a) 300 feet for arterial class streets;

(b) 250 feet for major collector class streets;

(c) 200 feet for minor collector class streets;

and

(d) 100 feet for local class streets and alleys.

(10) Between reversed curves there shall be a tangent at least 100 feet long.

(11) Intersecting right-of-way boundaries and improvements for street, alley, and pavement intersections shall be rounded by an arc, the minimum radius of which shall be:

(a) 20 feet for arterial class streets;

(b) 20 feet for major collector class streets;

(c) 15 feet for minor collector class streets;

(d) 15 feet for local class streets; and

(e) five feet for alleys;

(f) 20 feet for pavement edges where the existing right-of-way improvements do not include curb and gutter.

When streets of different classes intersect, the greater radius requirement shall be the requirement.

(12) Whenever a street adjacent to a proposed development is not fully improved, excluding sidewalk and parkstrip on the opposite side of the street, the subdivider or developer shall be responsible for construction of the entire width of the street, except for sidewalk and parkstrip on the opposite side of the street, for the entire length of the development project including tapered transitions, as necessary, beyond the length of the development project, as outlined in Section 4-8-4(4) and (5).

(13) No new half-streets shall be permitted.

(14) If development plans call for peripheral streets to be constructed, the subdivider or developer shall be responsible for construction of the entire width of the street, except for sidewalk and parkstrip on the opposite side of the street, as outlined in Section 4-8-4(4) and (5).

(15) All streets proposed or intended to be built, owned, or maintained as private streets shall be designed and constructed to the same standards and specifications outlined in this Chapter for public local class or larger streets. Private streets may not be reduced in width narrower than 30 feet of asphalt with curb and gutter on each side. Any private street proposed to be narrower than 34 feet of asphalt shall be required to prevent on-street parking through the provision of adequate off-street parking as outlined in Chapters 7-4 and 7-11a and through private enforcement. Land use applications that include proposed private streets that are narrower than 34 feet of asphalt shall include, as a part of the application, a mechanism by which perpetual private enforcement preventing on-street parking is assured. Applications that include private streets narrower than 34 feet in asphalt width shall be subject to review and approval of the proposed private street design and private parking enforcement mechanism by the designated approval authority for the type of land use application, following recommendation from the Tooele City Fire Chief, Community Development Department, Public Works Department, and the City Engineer. The City Attorney shall review the proposed private parking enforcement mechanism and provide a recommendation to the approval authority on that proposed mechanism. Land use applications may propose alterations to the cross section for the street regarding sidewalks and parkstrips but shall maintain pedestrian access of at least a 5-foot width throughout the development and in compliance with requirements of the Americans with Disabilities Act (ADA).



**TOOELE CITY CORPORATION**

**RESOLUTION 2024-05**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE TO INCLUDE INCREASED WATER METER COSTS.**

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 requires builders to pay the City, at the time of building permit issuance, for water meters which the City has purchased and stored for purposes of meter quality and uniformity; and,

WHEREAS, current water meter costs are as follows:

<u>Meter Size</u>	<u>Meter Cost</u>	<u>Meter Size</u>	<u>Meter Cost</u>
¾"	\$306.67	3"	\$1,889.40
1"	\$337.88	4"	\$3,176.16
1½"	\$1,342.28	6"	\$5,233.33
2"	\$1,524.90		

WHEREAS, the cost for water meters has risen, and the City Administration asks the City Council to amend the Fee Schedule to include the new meter costs, as follows:

<u>Meter Size</u>	<u>Meter Cost</u>	<u>Meter Size</u>	<u>Meter Cost</u>
¾"	\$402	3"	\$2,365
1"	\$455	4"	\$3,960
1½"	\$1,629	6"	\$6,691
2"	\$1,848		

WHEREAS, the new meter costs represent the City's actual cost of acquiring the water meters, with accompanying hardware, such as, gaskets, bolts, washers, nuts, and lock nuts, rounded up to the nearest dollar:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to include the new water meter costs specified above.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

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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 2024-06

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE REGARDING GARBAGE CONTAINERS.**

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, 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 Section 10-3-717 expressly enables Tooele City to "establish charges for garbage collection" by resolution; and,

WHEREAS, Chapter 8-3 of the Tooele City Code regulates garbage collection and solid waste management, and requires all residences (with some exceptions) to have approved garbage containers and to pay garbage collection fees and fees for garbage containers; and,

WHEREAS, historically, Tooele City has provided garbage containers to residences, at no cost, upon the owners opening City utility accounts, but the increased cost of new garbage containers, together with the increased number of containers in the City, has made it necessary for the City Administration to recommend that the cost of garbage containers be the responsibility of the persons receiving the service, not a burden to the City general fund; and,

WHEREAS, the City Administration recommends that the Tooele City Fee Schedule be amended to include the cost of new and replacement garbage containers (all residential garbage containers are owned by the City), as well as replacement recycling containers (recycling containers are owned by Ace, not the City, and recycling rates include the cost of the first container), in the following amounts, which amounts represent the actual cost to obtain the containers:

- New garbage container: \$65
- Replacement garbage container: \$65
- Replacement recycling container: \$80

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to add the cost of new and replacement residential garbage containers and replacement recycling containers.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

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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 2024-07**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A REAL ESTATE PURCHASE CONTRACT FOR LAND WITH SHE ENTERPRISES, LLC.**

WHEREAS, Tooele City's central campus consists of City Hall, Fire Station #1, and the Tooele City Police Department building, and the campus lacks adequate parking to serve employees and the public; and,

WHEREAS, during construction of the new TCPD building, the City negotiated for the temporary use of vacant land to the north of City Hall, and the City now desires to purchase that land for a permanent employee and public parking area; and,

WHEREAS, the land is identified as the eastern 0.35 acres of parcel number 02-032-0-0018 ("Property"); and,

WHEREAS, SHE Enterprises, LLC owns the Property, and has agreed to sell the Property to the City for the sum of \$200,000; and,

WHEREAS, the Property is important for optimal functioning of the City Hall campus for city employees and operations, and to better serve the public; and,

WHEREAS, the City is currently renting other land in order to park City vehicles, but the land is not optimal for that parking, and purchasing the Property will allow the City to stop renting that land for parking; and,

WHEREAS, the City Administration requests the City Council's approval of a Real Estate Purchase Contract for Land with SHE Enterprises, LLC:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Real Estate Purchase Contract for Land attached as Exhibit A with SHE Enterprises, LLC is hereby approved, and that the Mayor is hereby authorized to execute the Contract and other documents necessary for closing.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

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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

### Real Estate Purchase Contract for Land



# REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

### OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 5th day of January, 2024 ("Offer Reference Date") Tooele City Corporation ("Buyer") offers to purchase from SHE Enterprises, LLC ("Seller") the Property described below and  delivers to the Buyer's Brokerage with this offer, or  agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$ 7,000 in the form of cashiers check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage Mustard Seed Realty, LLC Phone: 435-830-7583

Received by: \_\_\_\_\_ on \_\_\_\_\_  
(Signature above acknowledges receipt of Earnest Money) (Date)

### OTHER PROVISIONS

1. PROPERTY: Eastern 248' of Parcel Number 02-032-0-0018  
also described as: Eastern .35 acre of Parcel Number 02-032-0-0018

City of Tooele, County of Tooele State of Utah, Zip 84074 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items. (specify) none

1.2 Excluded Items. (specify) none

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: \_\_\_\_\_

2. PURCHASE PRICE. The Purchase Price for the Property is \$ 200,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$ 7,000 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$ 0 (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

\$ 0 (c) Seller Financing. (see attached Seller Financing Addendum)

\$ 193,000 (d) Balance of Purchase Price in Cash at Settlement

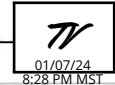
\$ 200,000 PURCHASE PRICE. Total of lines (a) through (d)

### 3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions

Buyer's Initials XD EW Date 1-5-24 Seller's Initials TL Date \_\_\_\_\_



of this Section 3.2 shall survive Closing.

3.3 **Greenbelt.** If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by:  Seller  Buyer  Split Equally Between Buyer and Seller  Other (explain)

3.4 **Special Assessments.** Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by:  Seller  Buyer  Split Equally Between Buyer and Seller  Other (explain)

The provisions of this Section 3.4 shall survive Closing.

3.5 **Fees/Costs/Payment Obligations.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 **Closing.** For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. **POSSESSION.** Seller shall deliver physical possession of the Property to Buyer as follows:  Upon Closing;  \_\_\_ Hours after Closing;  \_\_\_ Calendar Days after Closing;  Other (explain)

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. **CONFIRMATION OF AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent	<u>none</u>	, represents	<input type="checkbox"/> Seller	<input type="checkbox"/> both Buyer and Seller as a Limited Agent;
Seller's Brokerage		, represents	<input type="checkbox"/> Seller	<input type="checkbox"/> both Buyer and Seller as a Limited Agent;
Buyer's Agent	<u>Laney Riegel</u>	, represents	<input checked="" type="checkbox"/> Buyer	<input type="checkbox"/> both Buyer and Seller as a Limited Agent;
Buyer's Brokerage	<u>Mustard Seed Realty LLC</u>	, represents	<input checked="" type="checkbox"/> Buyer	<input type="checkbox"/> both Buyer and Seller as a Limited Agent.

6. **TITLE & TITLE INSURANCE.**

6.1 **Title to Property.** Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 **Title Insurance.** At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. **SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;

(g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and

(h) Other (specify) \_\_\_\_\_

**8. BUYER'S CONDITIONS OF PURCHASE.**

**8.1 DUE DILIGENCE CONDITION.** Buyer's obligation to purchase the Property:  IS  IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

**(a) Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

**(b) Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

**(c) Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

**8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property:  IS  IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

**(a) Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

**(b) Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

**8.3 FINANCING CONDITION.** Buyer's obligation to purchase the property:  IS  IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

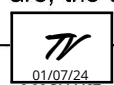
**(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

**(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

**8.4 ADDITIONAL EARNEST MONEY DEPOSIT.** If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer:  WILL  WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$\_\_\_\_\_. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

**9. ADDENDA.** There  ARE  ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the

Buyer's Initials X Dew Date 1-5-24 Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_



following addenda are incorporated into the REPC by this reference: [ ] Addendum No. One [ ] Seller Financing Addendum [ ] Other (specify) \_\_\_\_\_

**10. AS-IS CONDITION OF PROPERTY.**

**10.1 Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

**10.2 Condition of Property/Seller Acknowledgements.** Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

**11. FINAL PRE-SETTLEMENT INSPECTION.**

**11.1 Pre-Settlement Inspection.** At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

**11.2 Escrow to Complete the Work.** If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

**12. CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

**13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

**14. COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

**15. MEDIATION.** Any dispute relating to the REPC arising prior to or after Closing:  SHALL  MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

**16. DEFAULT.**

**16.1 Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

**16.2 Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

Buyer's Initials XrOEW Date 1-5-24 Seller's Initials TV Date \_\_\_\_\_  
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**17. ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

**18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

**19. NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

**20. INSURANCE & RISK OF LOSS.**

**20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

**20.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

**21. TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

**22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

**23. ACCEPTANCE.** "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

**24. CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline January 12, 2024 (Date)
- (b) Due Diligence Deadline January 19, 2024 (Date)
- (c) Financing & Appraisal Deadline \_\_\_\_\_ (Date)
- (d) Settlement Deadline January 30, 2024 (Date)

Buyer's Initials X-DEW Date 1-5-24 Seller's Initials TV Date \_\_\_\_\_

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25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 8 : 00 [ ] AM [X] PM Mountain Time on January 08, 2024 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

X Debra Bell 1-5-2024  
(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

\_\_\_\_\_  
(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

\_\_\_\_\_  
(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. \_\_\_\_\_.

REJECTION: Seller rejects the foregoing offer.

Tammy Varney 01/07/24 8:28 PM MST  
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(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

\_\_\_\_\_  
(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

\_\_\_\_\_  
(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

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Buyer's Initials XDBW Date 1-5-24 Seller's Initials TV Date \_\_\_\_\_  
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# ADDENDUM NO. One TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN  ADDENDUM  COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 5th day of January, 2024 including all prior addenda and counteroffers, between Tooele City Corporation as Buyer, and SHE Enterprises, LLC as Seller, regarding the Property located at Eastern 248' of Parcel Number 02-032-0-0018

The following terms are hereby incorporated as part of the REPC:

1. 1031 EXCHANGE (check applicable box)

Seller - 1031 Exchange. Seller desires to enter into this transaction and to sell the Property as a "Relinquished Property" under Section 1031 of the Internal Revenue Code. Accordingly Buyer agrees to fully cooperate with the Seller in completing the 1031 Exchange, at no expense or liability to Buyer; or

Buyer - 1031 Exchange. Buyer desires to enter into this transaction and to acquire the Property as a suitable "like-kind" exchange property under Section 1031 of the Internal Revenue Code. Accordingly Seller agrees to fully cooperate with the Buyer in completing the 1031 Exchange, at no expense or liability to Seller.

1. Metro National Title of Tooele to issue title insurance, buyer and seller to close with Metro National Title.


2. Seller to reimburse buyer for half of the cost of the appraisal at closing, amount is \$1350.

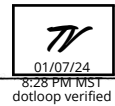
3. The mechanism for creating the parcel subject to this Real Estate Purchase Contract will be by property line adjustment under Tooele City Code Section 7-19-6: the property boundary between parcels 02-032-2-0018 (SHE Enterprises) and 02-032-0-0017 (Tooele City) will be be modified to incorporate the property into parcel 17 and separate it from parcel 18. Buyer is responsible for preparing and recording the survey and other documents necessary to adjust the property line. Executed documents will be held in escrow at Metro National Title until closing, at which time Metro National will record.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.  Seller  Buyer shall have until 8:00  AM  PM Mountain Time on January 08, 2024 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

*Debra E. W...* 1-5-24  
 Buyer  Seller Signature (Date) (Time)  Buyer  Seller Signature (Date) (Time)

Buyer's Initials X DEW

Seller's Initials 





ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE:  Seller  Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER:  Seller  Buyer presents as a counteroffer the terms of attached ADDENDUM

NO. \_\_\_\_\_.

<i>Tammy Varney</i>	dotloop verified 01/07/24 8:28 PM MST 55GW-VJJA-NPCB-217A
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(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION:  Seller  Buyer rejects the foregoing ADDENDUM.

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(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Buyer's Initials XJBEW Seller's Initials TV

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## **TOOELE CITY CORPORATION**

### **ORDINANCE 2023-39**

#### **AN ORDINANCE OF TOOELE CITY APPROVING A LANDMARK SITE DESIGNATION PROCESS FOR THE PRESERVATION OF SIGNIFICANT HISTORIC PROPERTIES.**

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 9-8a creates the State Historic Preservation Office and contains the State of Utah's historic preservation policies; and,

WHEREAS, this ordinance approves a process by which the Historic Preservation Commission and the Planning Commission designate significant historic properties as landmark sites; and,

WHEREAS, the City Council recognizes that some properties and buildings within Tooele City hold particular historic value to the community which, if designated as landmark sites, would preclude demolition and establish a review process prior to significant construction; and,

WHEREAS, the City Council discussed the request in its October 18, 2023 public work meeting (see the meeting minutes attached as Exhibit B); and,

WHEREAS, the Planning Commission convened a public hearing on January 10, 2024, and voted to recommend approval of this ordinance to the City Council (see the Planning Commission minutes attached as Exhibit C); and,

WHEREAS, the City Council convened a public hearing on January 17, 2024; and,

WHEREAS, the City Council finds that this ordinance is in the best interest of Tooele City because it will encourage preservation of culturally significant historic resources:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that Tooele City Code Title 2 Chapter 9 is hereby enacted/amended as shown in Exhibit A/as shown below.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

## Exhibit A

### Designation Process for Landmark Sites

## ***DESIGNATION OF LANDMARK SITES:***

### ***1. DESIGNATIONS:***

Upon application of the property owner or by recommendation from the Historic Preservation Commission with written consent of the property owner, the Planning Commission may designate certain areas or structures as landmark sites if the property satisfies the criteria in this section.

### ***2. CRITERIA FOR DESIGNATIONS***

Any building, structure, or site (hereinafter referred to as “historic resource”) may be designated as a Tooele City landmark site if it meets the criteria in subsections 2a through 2c of this Section, and at least one (1) of the other criteria set forth in subsections 2d through 2g of this Section:

- a) It is located within the boundaries of Tooele City.
- b) It is at least seventy-five (75) years old.
- c) There are no major alterations or additions that have obscured or destroyed significant historic features, such as: changes in pitch of the main roof, enlargement or enclosure of windows on the principal façades, addition of upper stories or the removal of original upper stories, covering the exterior walls with non-historic materials, moving the resource from its original location to one that is dissimilar to the original, or additions which significantly detract from or obscure the original form and its appearance when viewed from the public rights-of-way.
- d) It is currently listed in the National Register of Historic Places, or it has been officially determined eligible for listing in the National Register of Historic Places under the provisions of [36 CFR 60.6](#). Properties listed on or determined to be eligible for the national register must still retain their structural, architectural, and historic integrity. This process may be undertaken by consulting the State Historic Preservation Office to conduct a Reconnaissance Level Survey.
- e) It is associated with events that have made a significant contribution to the broad patterns of the history of the city, state, or nation.
- f) It embodies the distinctive characteristics of a rare or unique type, period, or method of construction, or represents the work of an architect or builder recognized as a master in their field, or possesses high artistic values or style, or represents a significant and distinguishable entity whose components may lack individual distinction.
- g) It has yielded or may be likely to yield information important in prehistory or history (archaeological sites, for example).

### ***3. PROCESS FOR LANDMARK SITE DESIGNATION***

- a) Application: Any person, group or association may nominate a prospective historic resource for formal designation. The initiation of designation proceedings must be made by submitting to the Economic Development Department an

application on a form furnished by the Department. The Department shall deliver all applications to the Historic Preservation Commission. The Commission, on its own motion, may initiate proceedings for the designation of a potential historic resource. The application shall be similar in form to that used for the National Register of Historic Places.

- b) Notice to Owner: Notice that an application for designation is being considered by the Historic Preservation Commission shall be given to the owner or owners of record of the historic resource. The owner or owners shall be notified by regular U.S. mail, at the mailing address on record with the Tooele County Recorder, and at the property address, at least five (5) business days prior to Commission consideration of the application. The owner or owners shall have the right to confer with the Commission prior to final action by the Commission.
- c) Recommendation of Commission: Following any investigation deemed necessary by the Commission, but in no case more than sixty (60) days after the receipt of any application for designation, the Historic Preservation Commission shall make a formal recommendation regarding the application. If designation proceedings are initiated by the Commission, final recommendation shall be made by the Commission no more than sixty (60) days after such initiation. The Commission's recommendation shall be in writing and signed by the chairperson of the Commission, and shall state the reasons for the recommendation. The recommendation may be limited to the proposed historic resource as described in the application, or may include other historic resources.
- d) Forward Recommendations to Planning Commission: Within thirty (30) days after the final recommendation of the Historic Preservation Commission on a designation application, the Commission shall forward each application to the Planning Commission, together with the Commission's recommendations.
- e) Action by Planning Commission: After considering the Historic Preservation Commission's recommendations, the Planning Commission may, by resolution, designate historic resources. Prior to the passage of the resolution, the Planning Commission shall hold a public hearing, notice of which shall be published online at Utah Public Notice, on the Tooele City website, and mailed to the owner or owners of property proposed for designation. Notice shall be as described in this Section. Following designation by resolution, a notice of such shall be mailed to the owners of record together with a copy of the designation resolution and of this Title.
- f) Amend or Rescind: After an historic resource has been formally designated by the Planning Commission, the designation may be amended or rescinded in the same manner as the original designation was made.

#### *4. RECORDATION OF LANDMARK SITE DESIGNATION:*

Upon official designation, the City Recorder shall record the designation resolution with the County Recorder's Office. The City Recorder will also deliver copies of all designation resolutions to the Economic Development Department.

#### *5. CERTIFICATE OF APPROPRIATENESS FOR LANDMARK SITES:*

After the Planning Commission's approval of a designation resolution and prior to construction, landmark sites may be granted a certificate of appropriateness only if the following conditions are satisfied:

1. Substantial investment is made to upgrade the property and enhance its historic significance.
2. Any renovation maintains or enhances the historic, architectural and aesthetic features of the property.
3. The Planning Commission may impose such other conditions for granting a certificate of appropriateness as it deems necessary to protect the character of the landmark site.

#### 6. *CONSTRUCTION UPON A LANDMARK SITE:*

Any construction upon a landmark site that materially changes the exterior appearance of, adds to, reconstructs, or alters a landmark site shall require a certificate of appropriateness from the Planning Commission. Applications for such permits shall be made to the Historic Preservation Commission who shall recommend the granting or denial of the certificate to the Planning Commission. The Planning Commission shall have final authority to grant or deny a permit to construct that is consistent with standards set forth herein. A certificate of appropriateness shall be required for alterations such as but not limited to:

- a) Any construction that requires a building permit
- b) Removal and replacement or alteration of architectural detailing, such as porch columns, railing, window moldings, cornices and siding;
- c) Relocation of a structure or object on the same site or to another site;
- d) Construction of additions or decks;
- e) Alteration or construction of accessory structures, such as garages, carports, sheds, accessory dwelling units, etc.;
- f) Alteration of windows and doors, including replacement or changes in fenestration patterns;
- g) Construction or alteration of porches;
- h) Masonry work, including, but not limited to, tuckpointing, sandblasting and chemical cleaning;
- i) Construction or alteration of site features including, but not limited to, fencing, walls, paving and grading;
- j) Installation or alteration of any exterior sign;
- k) Any demolition;
- l) Change, addition of, or removal of exterior paint; and
- m) New construction.

#### 7. *DEMOLITION PROHIBITED:*

No structure of building within a landmark site designation shall be demolished or removed unless the structure poses an immediate hazard to human health and safety.

An owner's application for landmark site designation includes the owner's (1) acknowledgement of and agreement to construction limitations and demolition prohibitions on the site, (2) waiver of construction and demolition rights the owner might otherwise have, and (3) release of claims against Tooele City and its officers, agents, boards, and employees. The landmark site application form shall expressly state this owner acknowledgement, agreement, and waiver, with the location for the owner's signature.

#### 8. *REMEDY FOR VIOLATION:*

Application for, assistance with, and use of grant funding for landmark sites shall be conditioned upon the Owner's agreement to comply with the provisions of this Chapter. Persons who violate this ordinance through unapproved demolition, construction, or modifications to landmark sites shall be required to correct or remedy improper construction and to restore the landmark site to the former, historic condition.

#### *References:*

*Areas of state code with mentions to Landmark sites or historic preservation:*

- <https://le.utah.gov/xcode/Title10/Chapter9A/10-9a-S534.html>
- [https://le.utah.gov/xcode/Title10/Chapter9A/10-9a-S503.html?v=C10-9a-S503\\_2019051420190514](https://le.utah.gov/xcode/Title10/Chapter9A/10-9a-S503.html?v=C10-9a-S503_2019051420190514)

*Cities where code was referenced:*

- St George: <https://stgeorge.municipal.codes/Code/10-13E-3>
- Ogden: [https://codelibrary.amlegal.com/codes/ogdencityut/latest/ogdencity\\_ut/0-0-24957#JD\\_17-2-2](https://codelibrary.amlegal.com/codes/ogdencityut/latest/ogdencity_ut/0-0-24957#JD_17-2-2)
- Provo: <https://provo.municipal.codes/Code/16.05.040>
- Salt Lake City: <https://www.slc.gov/boards/boards-commissions/historic-landmark-commission/>



## Exhibit B

October 18, 2023, City Council  
Public Work Meeting Minutes

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

**Date:** Wednesday, October 18, 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

Michelle Pitt, City Recorder

Roger Baker, City Attorney

Jared Stewart, Economic Development Director

Andrew Aagard, Community Development Director

Darwin Cook, Parks and Recreation Director

Paul Hansen, City Engineer

Shannon Wimmer, Finance Director

Jamie Grandpre, Public Works 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:

The Mayor attended an essay contest for youth who had written about the first amendment. The Mayor has invited those youth to present those at a later time for the City Council. Last Saturday, the fire department staff held a ground breaking for fire station #3.

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

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

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

##### **A. J. Fisher Companies Presentation on Missing-Middle Housing Opportunities**

*Presented by Roger Baker, City Attorney, and J. Fisher Companies*

Mr. Baker introduced the concept of missing-middle housing. There are 20-acres of undeveloped land on Rogers Street that the Council may consider for a residential development project. Mr. Baker introduced J. Fisher Companies.

Mr. Jake Wood is a partner with J. Fisher Companies. The company creates housing that varies from single-family to multi-housing homes. They have public-private partnerships creating affordable housing.

The City Council asked the following questions:

How are they able to up keep the properties?

How does the company manage and navigate a high interest?

How does the company manage the design standards within the Cities?

How long are you keeping tenants?

How does the company handle the selection process?

When the projects are built, do you see a decrease the value in surrounding properties?

What would the City's investment be into this project?

Is 20-acre average size for these projects?

Mr. Wood addressed the Council's questions. The company would like to keep their investment beautiful. They have a mission driven component, but they are a for-profit company. They will be able to attract high quality clients in an affordable unit. As a company they put capital away for improvements. When they look at the high interest today, there is a high impact. It affects the cash-flow and narrowing power. The company has propriety relationships with companies and companies to help close the gap on the interest. The company receives a weekly on-site report with a 100% fill rate and a waiting list. J. Fisher tends to put amenities to create an ecosystem that is beneficial to the company and the community. They want to build to a high quality and standard. They work with architects that are mindful of the big picture. The company does follow fair housing guidelines, income threshold for maximum and minimum, and criminal background. For the company personally, they see an increase in value. They hope this helps the housing market. Collaboration is great to create these projects. They want the benefit out way the contribution. 20-acres allows the opportunity for different housing types and be a multi-phase project.

Mr. Baker addressed the Council. That investment would be a mix of contributions from all parties involved. It would be what the Council felt was appropriate. The Residential Special District has been enacted by the City that allows for a unique project. Traditional zoning is

designed to isolate and separate uses. When being able to include a mix of income and housing types, you create great projects and communities.

### **B. West Utah Avenue Easement Vacation**

*Presented by Paul Hansen, City Engineer*

Mr. Hansen presented the request from the applicant of a vacation of right-of-way located between 1100 West and U.P.R.R. This is not just a vacation of the easement. Staff is recommending to vacate the right-of-way from approximately 120-feet to 84-feet while retaining any property vacated for utilities and the easement for flooding and drainage. This will allow two-lanes of travel and a center lane median.

The City Council would like to see this move forward.

### **C. Landmark Site Designation Process for the Preservation of Significant Historic Properties**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented a landmark site designation for the preservation of significant historic properties. There are properties within the City that are unique and have historical significance. Staff did look at other Cities as they put together the proposal. There is a table of qualifications that properties have to meet in order to be considered. The Planning Commission will have authority to approve these preservations. Once a site is a land mark, it cannot be demolished unless for a safety risk or hazard.

The City Council asked the following questions:

Are a majority of the properties on Main Street?

Can the inside use of the buildings still change?

Mr. Stewart addressed the Council. A majority of the properties would be on Main Street. This primarily relates to the exterior of the building.

The City Council does like the idea of Planning Commission handling these items.

### **D. 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 Police Chief Adrian Day*

Chief Day presented an amendment to the removal of illegally parked cars. This does make registered owners responsible. This defines what danger and obstruction is, giving police authority to remove those vehicles. This item was discussed during the work meeting.

The City Council asked the following questions:

In the winter time, can the officers have vehicles towed?

Chief Day addressed the Council. Officers can site vehicles that are on the streets. It is a safety issue for having any illegally parked vehicles on the road. It is under interpretation of the officers.

**E. 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*

Mr. Grandpre presented a resolution to amend the fee schedule to add a bulk culinary water fee. This is in regards to commercial construction. The policy does address the high quantity versus low. It is metered water with a deposit of \$1500 and a daily rental amount of \$75 per day. The water usage cost is \$6 per 1000 gallons of bulk water. This is a limited basis for commercial construction companies.

The City Council asked the following questions:  
How much does it cost to truck the water in for projects?

Mr. Grandpre addressed the Council. There is a max of gallons per day and max meter rental. Contractors say it can cost \$50,000-\$60,000 per day.

Mr. Baker addressed the Council. Staff has worked hard to draft a policy that will limit the culinary water use but steer the use towards businesses that are providing assets to the community.

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

There is no closed meeting.

**7. Adjourn**

**Chairman Brady adjourned the meeting at 6:56 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 1<sup>st</sup> day of November, 2023

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Justin Brady, City Council Chair

## Exhibit C

Planning Commission Minutes  
(1/10/24 Draft Minutes)

**Tooele City Planning Commission  
Business Meeting Minutes**

**Date:** Wednesday, January 10, 2024

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

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

**Commission Members Present:**

Tyson Hamilton  
Melanie Hammer  
Chris Sloan  
Weston Jensen  
Melodi Gochis  
Alison Dunn  
Jon Proctor  
Kelly Anderson

**Commission Members Excused:**

Matt Robinson

**City Council Members Present:**

Maresa Manzione  
Ed Hansen

**City Employees Present:**

Andrew Aagard, City Development Director  
Jared Hall, City Planner  
Paul Hansen, City Engineer  
Roger Baker, City Attorney  
Jared Stewart, Economic Development Director

Minutes prepared by Katherin Yei

Chairman Hamilton called the meeting to order at 7:05 p.m.

**1. Pledge of Allegiance**

The Pledge of Allegiance was led by Chairman Hamilton.

**2. Roll Call**

Melanie Hammer, Present  
Jon Proctor, Present  
Chris Sloan, Present  
Tyson Hamilton, Present  
Weston Jensen, Present

Alison Dunn, Present  
Matt Robinson, Excused  
Kelly Anderson, Excused

**3. Public Hearing and Recommendation, continued from December 13, 2023 – Consideration of Proposed Ordinance 2023-39, amending Tooele City Code, Chapter 2-9 regarding the Landmark Site Designation Process for the Preservation of Significant Historic Properties.**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented an amendment to Tooele City code, chapter 2-9 regarding the landmarks site designation. This item was discussed during the December 13, 2023 meeting. The changes to the proposed ordinance discussed during the last meeting include the age of the structure being 75 years old, the property owner will need to submit to be considered, and clarified what kind of property could be considered. To be considered, the property must be submitted and go through the application process.

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

**Commissioner Sloan motioned to forward a positive recommendation of Ordinance 2023-39, amending Tooele City Code, Chapter 2-9 regarding the Landmark Site Designation Process for the Preservation of Significant Historic Properties based on the findings and subject to the conditions listed in the staff report.** Commissioner Hammer seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”, Commissioner Proctor, “Aye”, Commissioner Sloan, “Aye”, Chairman Hamilton, “Aye”, Commissioner Jensen, “Aye”, and Commissioner Dunn, “Aye”. The motion passed.

**4. Public Hearing and Decision – Geofortis Utah, LLC requests a Conditional Use Permit for the installation of a new 99.5-foot-tall silo on the 6.88-acre processing plant site located at 1345 K Avenue in the Industrial zoning district**

*Presented by Jared Hall, City Planner*

Mr. Hall presented a Conditional Use Permit for a 99.5-foot-tall silo on the property located at 1345 K Avenue in the Industrial Zoning. It is intended to add to storage capacity for Geofortis Utah, LLC. Anything over 75-feet does require a Conditional Use Permit. Engineering will be reviewing the water drainage on the property during the site plan approval. Staff is recommending approval.

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

**Commissioner Hammer motioned to approve a Conditional Use Permit for the installation of a new 99.5-foot-tall silo on the 6.88-acre processing plant site located at 1345 K Avenue in the Industrial zoning district based on the findings and subject to the conditions listed in the staff report.** Commissioner Dunn seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”, Commissioner Proctor, “Aye”, Commissioner Sloan, “Aye”,



Chairman Hamilton, “Aye”, Commissioner Jensen, “Aye”, and Commissioner Dunn, “Aye”. The motion passed.

**Commissioner Anderson arrived at this time.**

**5. Public Hearing and Decision – Chad Griffith representing Hoot Owl, LLC requests a Conditional Use Permit to allow the installation of a new cellular monopole on property located at approximately 650 North 700 West in the Industrial zoning district**

*Presented by Jared Hall, City Planner*

Mr. Hall presented a Conditional Use Permit for the Hoot Owl, LLC installation of a cellular monopole on the property located 650 North 700 West. It is a permitted use for the Industrial zoning. The applicant needs a Conditional Use Permit for the height of the tower. This site will still go through the site approval process. With the conditionals listed in the report, staff is recommending approval.

The Planning Commission asked the following questions:  
Will this prohibit a developer from developing in nearby areas?

Mr. Hall addressed the Commission’s questions. Where the cell tower will be placed, it is far enough away it won’t prohibit development.

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

An email was received from Richard Marin. It read as the following: “I live about half a football field away from where the cell tower would be built, and people in my community were eagerly anticipating a park in that location. What happened to those plans? I’m fine with a cell tower being built there, but is there still a way to proceed with the park?”

An email was received from Disa Ests. It read as the following: “The tower that is currently on the property in question is very loud. Will a permanent tower be as loud or louder than the temporary one? Also, we were told there would be a park on this property. Will this new benefit this process?”

Mr. Baker addressed the public comments. Staff and the neighboring residential development have been involved in the discussion of a park in this area. The temporary tower is powered by a generator. A utility easement will be placed for the permanent tower.

**Commissioner Proctor motioned to approve the Conditional Use Permit to allow the installation of a new cellular monopole on property located at approximately 650 North 700 West in the Industrial zoning district based on the findings and subject to the conditions listed in the staff report.** Commissioner Jensen seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”, Commissioner Proctor, “Aye”, Commissioner Sloan, “Aye”, Chairman Hamilton, “Aye”, Commissioner Anderson, “Aye”, Commissioner Jensen, “Aye”, and Commissioner Dunn, “Aye”. The motion passed.

**6. Public Hearing and Decision – Chad Griffith, representing Hoot Owl, LLC requests a Conditional Use Permit to allow the installation of a new cellular monopole on property located at approximately 2400 North 200 East in the General Commercial zoning district.**

*Presented by Jared Hall, City Planner*

Mr. Hall presented a Conditional Use Permit for the Hoot Owl, LLC cellular monopole located on northeast of the developing high school property. The site plan is under review including improvement to the property.

The Planning Commission asked the following questions:  
Will this prohibit a developer from developing in nearby areas?

Mr. Hall addressed the Commission’s questions. With the setbacks and rights-of-way, it is far enough away it won’t prohibit development.

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

Mr. Baker addressed the Commission. This is not a site plan review, however, by approving the Conditional Use Permit, this does not approve access onto 2400 north.

**Commissioner Jensen motioned to approve the Conditional Use Permit to allow the installation of a new cellular monopole on property located at approximately 2400 North 200 East in the General Commercial zoning district based on the findings and subject to the conditions listed in the staff report.** Commissioner Hammer seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”, Commissioner Proctor, “Aye”, Commissioner Sloan, “Aye”, Chairman Hamilton, “Aye”, Commissioner Anderson, “Aye”, Commissioner Jensen, “Aye”, and Commissioner Dunn, “Aye”. The motion passed.

**7. Review and Recommendation – Consideration of a request by Matthew Scott, representing Richmond American Homes to amend Lots 237, 238, and 239 of the Drumore at Overlake Phase 2 plat located at 18 E. Broxburn Way, 12 E. Broxburn Way, and 1532 N. Baen Way in the R1-7 zoning district**

*Presented by Jared Hall, City Planner*

Mr. Hall presented a Platt Amendment for the existing property Drumore at Overlake Phase 2 located at 18 E. Broxburn Way, 12 E. Broxburn Way, and 1532 N. Baen Way. The change for lot 237 creates a more buildable lot by increasing the right-of-way. Staff is recommending approval.

**Commissioner Proctor motioned to forward a positive recommendation of a request by Matthew Scott, representing Richmond American Homes to amend Lots 237, 238, and 239 of the Drumore at Overlake Phase 2 plat located at 18 E. Broxburn Way, 12 E. Broxburn Way, and 1532 N. Baen Way in the R1-7 zoning district based on the findings and subject to the conditions listed in the staff report.** Commissioner Dunn seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”, Commissioner Proctor, “Aye”, Commissioner

Sloan, “Aye”, Chairman Hamilton, “Aye”, Commissioner Anderson, “Aye”, Commissioner Jensen, “Aye”, and Commissioner Dunn, “Aye”. The motion passed.

**8. Review and Decision, continued from July 26, 2023 – Consideration of a request by Leitner-Poma to utilize an alternative material for a parking surface on their project located at approximately 600 South Tooele Boulevard in the TCBP zoning district .**

*Presented by Jared Hall, City Planner*

Mr. Hall presented a request by Leitner-Poma to use alternative material for the parking surface. This was discussed during the meeting on July 26, 2023. The engineer of the project has been in contact and discussion with the City Engineer. Their overflow parking is the only designated areas for the alternative materials.

The Planning Commission asked the following questions:

Does the fire department have any concerns?

Will this material effect the nearby well?

Is the primary parking adequate?

Mr. Hansen addressed the Commission’s questions. The fire loop, central areas, and primary parking will be paved. The over flow area will be used mostly for trailers. Staff is satisfied there will not be any issues with the well. The parking is adequate and meets code.

**Commissioner Hammer motioned to approve Consideration of a request by Leitner-Poma to utilize an alternative material for a parking surface on their project located at approximately 600 South Tooele Boulevard in the TCBP zoning district based on the findings and subject to the conditions listed in the staff report.** Commissioner Jensen seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”, Commissioner Proctor, “Aye”, Commissioner Sloan, “Aye”, Chairman Hamilton, “Aye”, Commissioner Anderson, “Aye”, Commissioner Jensen, “Aye”, and Commissioner Dunn, “Aye”. The motion passed.

**9. City Council Reports**

Council Member Manzione shared the following information from the City Council Meeting: The Council approved board assignments, with Council Member Hansen and Council Member Manzione being assigned to the Commission. The Council approved the Multi-Family residential building materials and the annexation plan by removing only the parts that are apart of other Cities. They denied the zone change for Markosian Auto but recommended a text amendment instead.

**10. Business Item – Approve scheduled Planning Commission meetings for 2024.**

*Andrew Aagard, Community Development Director presenting.*

Mr. Aagard presented the dates and days for the 2024 Planning Commission meetings.

**Commissioner Sloan motioned to approve the calendar as presented.** Commissioner Proctor seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”, Commissioner Proctor, “Aye”, Commissioner Sloan, “Aye”, Chairman Hamilton, “Aye”, Commissioner Anderson, “Aye”, Commissioner Jensen, “Aye”, and Commissioner Dunn, “Aye”. The motion passed.

**11. Review and Approval – Planning Commission Minutes for the meeting held on December 13, 2023.**

There are no changes to the minutes.

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

**12. Adjourn**

**Chairman Hamilton adjourned the meeting at 7:39 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 January, 2024

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Tyson Hamilton, Tooele City Planning Commission Chair

**STAFF REPORT**

January 5, 2024

**To:** Tooele City Planning Commission  
Business Date: January 10, 2024

**From:** Planning Division  
Community Development Department

**Prepared By:** Jared Hall, City Planner / Zoning Administrator

**Re: Kelly White – Minor Subdivision Approval Request**

Application No.: P23-786  
 Applicants: Matthew Scott, Richmond American Homes  
 Project Location: 18 E. Broxburn Way, 12 E. Broxburn Way, and 1532 N. Baen Way  
 Zoning: R1-7, Single-Family Residential  
 Acreage: Lots 237, 238, and 239 - .57 acres total (24,983 ft<sup>2</sup>)  
 Request: Amend Drumore at Overlake, Phase 2 Plat

**BACKGROUND**

This application is a request for approval to amend the Drumore at Overlake, Phase 2 plat. Specifically, to slightly adjust the sizes of Lots 237, 238, and 239 with respect to each other.

**ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan designates the property involved in the subdivision as Medium Density Residential, and the properties are located in the R1-7 zoning district. The proposed amendment to adjust the relative sizes of the lots does not impact the zoning or land use designations.

*Subdivision Layout.* The proposed amendment will slightly adjust lot lines to effectively transfer 523 ft<sup>2</sup> from the largest (Lot 237) to Lots 238 and 239. No real change in configuration results from the amendment. Please see the table below.

	<b>Lot 237</b>	<b>Lot 238</b>	<b>Lot 239</b>
Existing	10,642	7,180	7,162
Proposed Amended	10,119	7,207	7,657

*Development Considerations & Plans.* The amendment has been requested to make the final lots more buildable. No complications for easements or utility provision arise from the proposed amendment. The proposed amended plat is attached for your review.

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

The proposed amendment meets these criteria, and has therefore been brought for preliminary and final plat approval as an amended plat.

## **REVIEWS**

*Planning Division.* The Planning Division has completed their review of the proposed plat amendment and have found it to comply with zoning and subdivision requirements. Planning Division recommends approval.

*Engineering Division.* The City Engineer has completed their review of the proposed Minor Subdivision and have found it to comply. The City Engineer recommends approval.

*Fire Department.* The Fire Department has completed their review of the proposed plat amendment and recommends approval.

*Public Works Department.* The Public Works Department has completed their review of the proposed plat amendment and recommends approval.

## **STAFF RECOMMENDATION**

Staff recommends APPROVAL of application number P23-786, the request by Richmond American Homes to amend the plat of Phase 2 of the Drumore at Overlake Subdivision, subject to the following conditions:

1. The amended plat shall meet all requirements of the Tooele City Subdivision regulations prior to recordation.
2. The plat shall provide appropriate public utility easements and meet all other requirements of the Tooele City Engineering Division.

This recommendation is based on the following findings:

1. The proposed plat amendment meets the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed plat amendment meets the requirements and provisions of the Tooele City Code and the R1-7 Zone.
3. The proposed plat amendment will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.

## **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a recommendation of APPROVAL to the City Council for application number 23-786, the request by Richmond American Homes to amend the plat of Phase 2 of the Drumore at Overlake Subdivision, based on the findings and subject to the conditions listed in the Staff Report dated January 5, 2024:”

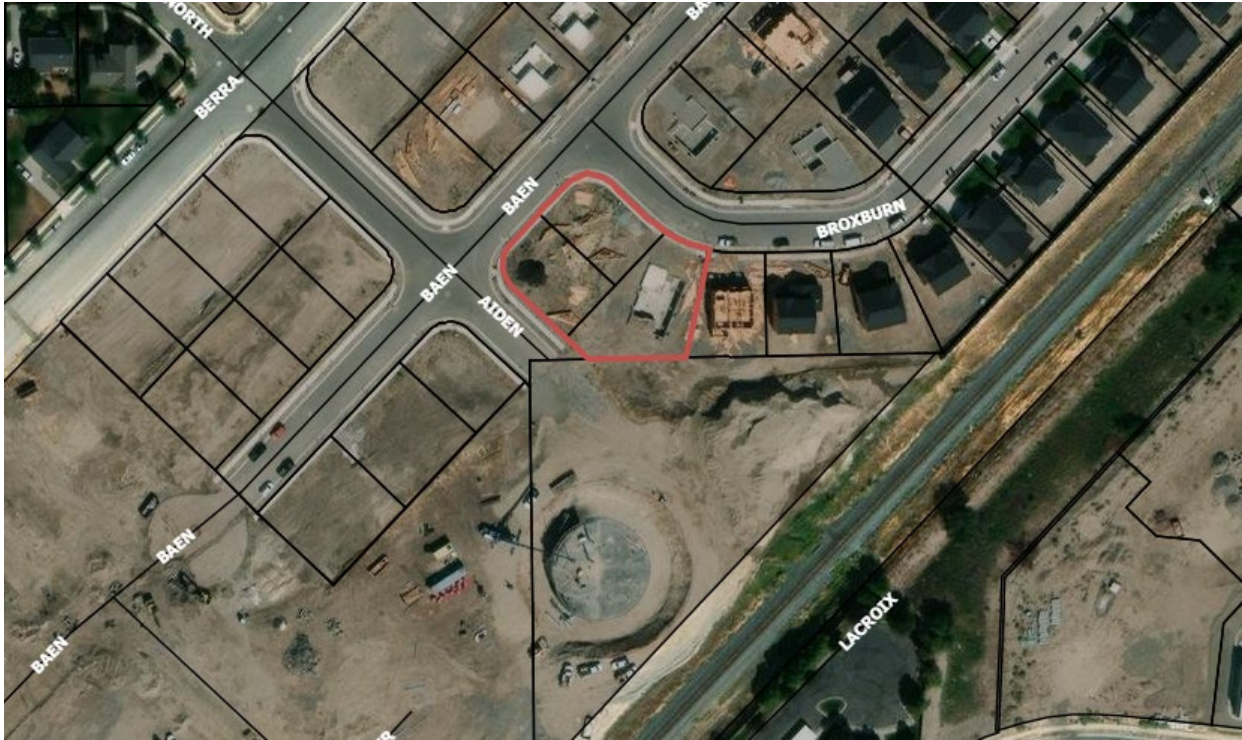
1. List any additional findings and conditions

Sample Motion for a Negative Recommendation – “I move we forward a recommendation of DENIAL to the City Council for application number 23-786, the request by Richmond American Homes to amend the plat of Phase 2 of the Drumore at Overlake Subdivision, based on the findings:

1. List any findings

**EXHIBIT A**

**MAPPING PERTINENT TO THE PROPOSED PLAT AMENDMENT,  
DRUMORE AT OVERLAKE PHASE 2**



*Lots 237, 238, and 239 - Aerial*



**EXHIBIT B**

**PROPOSED PLAT AMENDMENT, APPLICANT SUBMITTED MATERIALS**

# Subdivision – Plat Amendment 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 plat and plans to be reviewed by the City in accordance with the terms of the Tooele City Code. Once a set of plat and plans are submitted, the plat and plans are subject to compliance reviews by the various city departments and may be returned to the applicant for revision if the plat and plans are found to be inconsistent with the requirements of the City Code and all other applicable City ordinances. All submitted plat and plan proposals shall be reviewed in accordance with the Tooele City Code. Submission of final plat and 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.

<b>Project Information</b>						23706
Date of Submission:	Submittal #: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	Zone:	Acres:	Parcel #(s):		
Project Name: <b>DRUMORE AT OVERLAKE PHASE 2 SUBDIVISION</b>						
Project Address: <b>18 EAST BROXBURN WAY</b>						
Project Description: <b>RESIDENTIAL SUBDIVISION PLAT</b>			Phases: <b>2</b>	Lots: <b>237,238,239</b>		
Property Owner(s): <b>RICHMOND AMERICAN HOMES OF UTAH, INC.</b>			Applicant(s): <b>MATTHEW SCOTT</b>			
Address: <b>10150 S. CENTENNIAL BLVD. STE. 110</b>			Address: <b>10150 S. CENTENNIAL BLVD STE. 110</b>			
City: <b>SANDY</b>	State: <b>UT</b>	Zip: <b>84070</b>	City: <b>SANDY</b>	State: <b>UT</b>	Zip: <b>84070</b>	
Phone: <b>801-743-7455</b>	Email: <b>MATTHEW.SCOTT@MDCH.COM</b>		Phone: <b>801-743-7455</b>	Email: <b>MATTHEW.SCOTT@MDCH.COM</b>		
Contact Person: <b>MATTHEW SCOTT</b>			Address: <b>10150 S. CENTENNIAL BLVD. STE. 110</b>			
Phone: <b>801-743-7455</b>			City: <b>SANDY</b>	State: <b>UT</b>	Zip: <b>84070</b>	
Cellular: <b>801-404-2115</b>	Fax:	Email: <b>MATTHEW.SCOTT@MDCH.COM</b>				
Engineer & Company: <b>MCNEIL ENGINEERING</b>			Surveyor & Company: <b>DAVID DRAPER MCNEIL ENGINEERING</b>			
Address: <b>8610 S. SANDY PKWY STE. 200</b>			Address: <b>8610 S. SANDY PKWY STE. 200</b>			
City: <b>SANDY</b>	State: <b>UT</b>	Zip: <b>84070</b>	City: <b>SANDY</b>	State: <b>UT</b>	Zip: <b>84070</b>	
Phone: <b>801-255-7100</b>	Email: <b>DAVE.D@MCNEILENG.COM</b>		Phone: <b>801-255-7100</b>	Email: <b>EXT.145 DAVE.D@MCNEILENG.COM</b>		

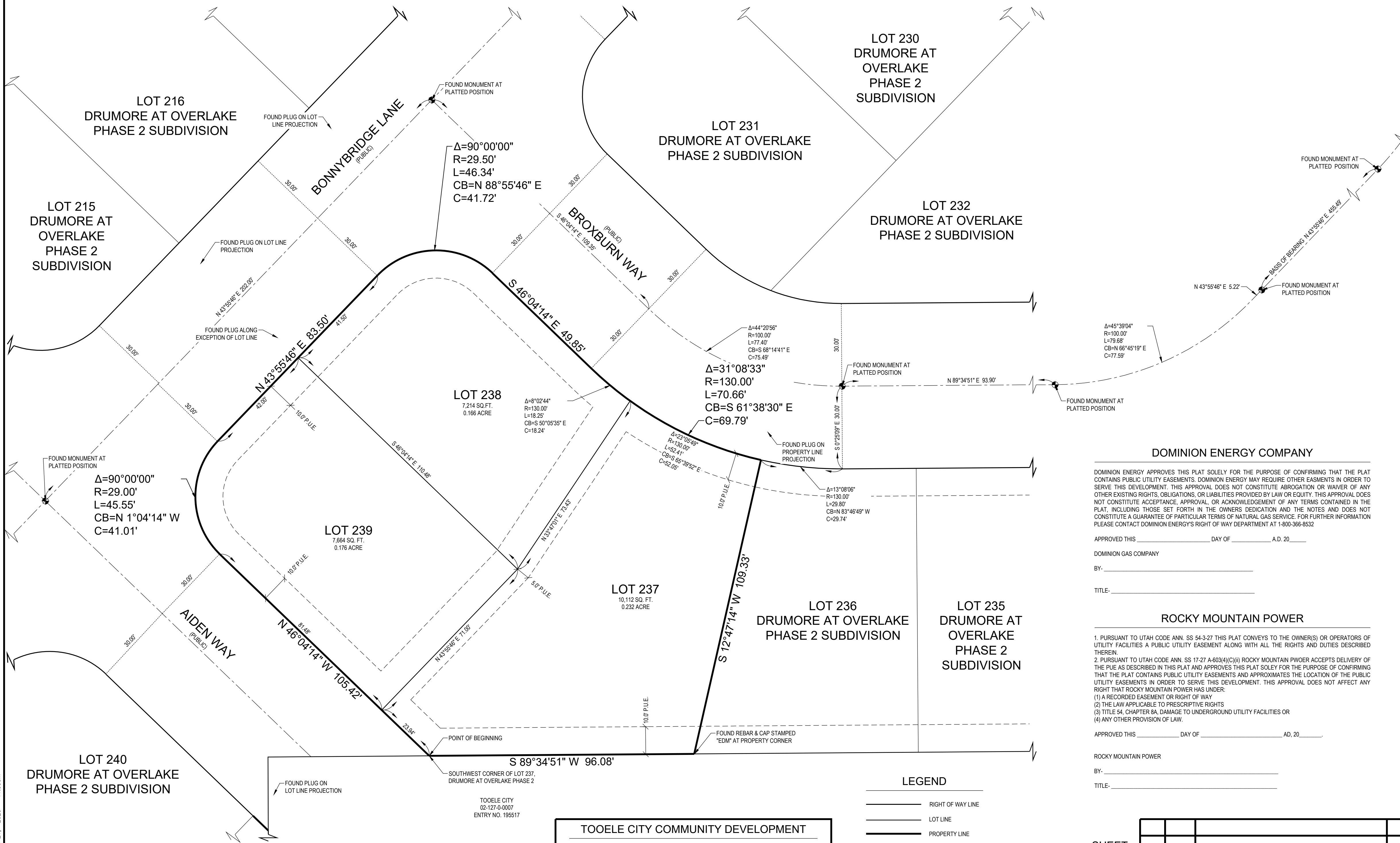
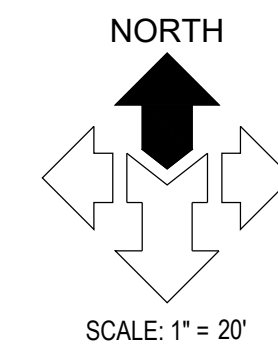
\*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This 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.

<b>For Office Use Only</b>						2230966
Land Use Review:	Date:	Water Superintendent Review:	Date:	City Engineer Review:	Date:	
Planning Review:	Date:	Reclamation Superintendent Review:	Date:	Director Review:	Date:	
<b>Fire Flow Test</b>						
Location:		Residual Pressure:	Flow (gpm):	Min. Required Flow (gpm):		
Performed By:		Date Performed:	Corrections Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Comments Returned:   Date: <input type="checkbox"/> Yes <input type="checkbox"/> No		



# DRUMORE AT OVERLAKE PHASE 2 AMENDED

AMENDING LOTS 237, 238 & 239  
 LOCATED IN THE NORTHWEST AND NORTHEAST QUARTER OF SECTION 16,  
 TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
 SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY,  
 STATE OF UTAH  
 JULY 19, 2023



**SURVEYOR'S CERTIFICATE**  
 I, DAVID B. DRAPER DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6861599, 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 MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS:  
**DRUMORE AT OVERLAKE PHASE 2 AMENDED**  
 AMENDING LOTS 237, 238 & 239  
 AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.  
**BOUNDARY DESCRIPTION**  
 ALL OF LOTS 237, 238, AND 239 DRUMORE OVERLAKE PHASE 2 SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE TOOELE COUNTY RECORDER, SAID COMBINED LOTS BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:  
 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 237, AND RUNNING THENCE ALONG THE PERIMETER OF SAID LOTS THE FOLLOWING EIGHT COURSES: 1) NORTH 46°04'14" WEST 105.42 FEET TO A POINT OF CURVATURE, 2) NORTHWESTERLY ALONG THE ARC OF A 29.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE 45.55 FEET, CHORD BEARS NORTH 01°04'14" WEST 41.01 FEET, 3) NORTH 43°55'46" EAST 83.50 FEET TO A POINT OF CURVATURE, 4) NORTHEASTERLY ALONG THE ARC OF A 29.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 46.34 FEET, CHORD BEARS NORTH 88°55'46" EAST 41.72 FEET, 5) SOUTH 46°04'14" EAST 49.85 FEET TO A POINT OF CURVATURE, 6) SOUTHEASTERLY ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 31°08'33", A DISTANCE OF 70.66 FEET, CHORD BEARS SOUTH 61°38'30" EAST 69.79 FEET, 7) SOUTH 12°47'14" WEST 109.33 FEET, 8) SOUTH 89°34'51" WEST 96.08 FEET TO THE POINT OF BEGINNING.  
 CONTAINS: 24,990 SQUARE FEET OR 0.574 ACRES (3 LOTS)  
  
 DAVID B. DRAPER  
 L.S. LICENSE NO. 6861599

**OWNER'S DEDICATION**  
 KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_ THE \_\_\_\_\_ UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY, CAUSE SAME TO BE SUBDIVIDED INTO LOTS, AND EASEMENTS TO BE HEREAFTER KNOWN AS THE:  
**DRUMORE AT OVERLAKE PHASE 2 AMENDED**  
 AMENDING LOTS 237, 238 & 239  
 AND DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES.  
 RICHMOND AMERICAN HOMES OF UTAH, INC.  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**DOMINION ENERGY COMPANY**  
 DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABRIGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT OF WAY DEPARTMENT AT 1-800-366-8532  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
 DOMINION GAS COMPANY  
 BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**ROCKY MOUNTAIN POWER**  
 1. PURSUANT TO UTAH CODE ANN. SS 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.  
 2. PURSUANT TO UTAH CODE ANN. SS 17-27 A-603(4)(C)(i) ROCKY MOUNTAIN PWOER 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 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 \_\_\_\_\_ A.D. 20\_\_\_\_  
 ROCKY MOUNTAIN POWER  
 BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**  
 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 IS THE VICE PRESIDENT OF \_\_\_\_\_ AND THAT HE/SHE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.  
 NOTARY PUBLIC \_\_\_\_\_ COMMISSION NUMBER \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH. COMMISSION EXPIRES \_\_\_\_\_

**TOOELE CITY COMMUNITY DEVELOPMENT**  
 APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
 TOOELE CITY COMMUNITY DEVELOPMENT \_\_\_\_\_ DATE \_\_\_\_\_

**LEGEND**  
 \_\_\_\_\_ RIGHT OF WAY LINE  
 \_\_\_\_\_ LOT LINE  
 \_\_\_\_\_ PROPERTY LINE  
 \_\_\_\_\_ MONUMENT LINE  
 \_\_\_\_\_ ADJOINING LOT LINE  
 \_\_\_\_\_ SUBDIVISION BOUNDARY CORNER, COPPER PLUG OR REBAR & CAP OR NAIL & WASHER STAMPED "MCNEIL ENGR" P.U.E.  
 \_\_\_\_\_ PUBLIC UTILITY EASEMENT

**SHEET**  
 1 OF 1  
 1 DATE \_\_\_\_\_ REVISIONS \_\_\_\_\_ BY \_\_\_\_\_

<b>TOOELE COUNTY TREASURER</b> APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY TREASURER. TOOELE COUNTY TREASURER _____ DATE _____	<b>TOOELE COUNTY SURVEYOR</b> REVIEWED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY SURVEYOR'S OFFICE. RECORD OF SURVEY NUMBER _____ TOOELE CITY ENGINEER _____ DATE _____	<b>TOOELE CITY COUNCIL</b> APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY COUNCIL. CHAIRPERSON TOOELE CITY COUNCIL _____	<b>DEVELOPER</b> RICHMOND AMERICAN HOMES OF UTAH, INC. 849 W LEVIOY DRIVE TAYLORSVILLE, UTAH 801-545-5169	PREPARED BY:  <b>McNEIL ENGINEERING</b> Economic and Sustainable Designs, Professionals You Know and Trust 8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com Civil Engineering • Consulting & Landscape Architecture Structural Engineering • Land Surveying & HDS
<b>NORTH TOOELE SPECIAL SERVICE DISTRICT</b> APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE NORTH TOOELE CITY SERVICE DISTRICT. CHAIR, NORTH TOOELE CITY SPECIAL SERVICE DISTRICT _____	<b>HEALTH DEPARTMENT</b> APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY HEALTH DEPARTMENT. TOOELE COUNTY HEALTH DEPARTMENT _____	<b>PLANNING COMMISSION</b> APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY PLANNING COMMISSION. PLANNING COMMISSION CHAIRPERSON _____	<b>TOOELE CITY ENGINEER</b> APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____ TOOELE CITY ENGINEER _____ DATE _____	<b>TOOELE CITY ATTORNEY</b> APPROVED AS TO FORM ON THIS _____ DAY OF _____ 20____ TOOELE CITY ATTORNEY _____ DATE _____

**DRUMORE AT OVERLAKE PHASE 2 AMENDED**  
 AMENDING LOTS 237, 238 & 239  
 LOCATED IN THE NORTHWEST AND NORTHEAST QUARTER OF SECTION 16,  
 TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
 SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY,  
 STATE OF UTAH  
**TOOELE COUNTY RECORDER**  
 RECORD NO. \_\_\_\_\_  
 STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF \_\_\_\_\_  
 DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
 FEE \$ \_\_\_\_\_ TOOELE COUNTY RECORDER \_\_\_\_\_

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## Tooele City Council Business Meeting Minutes

**Date:** Wednesday, January 3, 2024

**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

Dave McCall

Justin Brady

Melodi Gochis

### **City Employees Present:**

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Roger Baker, City Attorney

Darwin Cook, Parks and Recreation Director

Andrew Aagard, Community Development Director

Paul Hansen, City Engineer

Jamie Grandpre, Public Works Director

Minutes prepared by Katherin Yei

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

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

The Pledge of Allegiance was led by Chairman Brady.

### **2. Roll Call**

Maresa Manzione, Present

Melodi Gochis, Present

Justin Brady, Present

Ed Hansen, Present

Dave McCall, Present

### **3. Swearing in of New Council Members**

Ms. Pitt swore in Justin Brady, Ed Hansen, and Melodi Gochis to the City Council.

### **4. Selection of City Council & Redevelopment Agency Chair and Vice Chair Positions for 2024**

The City Council positions were discussed during the work meeting.

The new assignments and positions are attached to these minutes

**Council Member Manzione moved to accept the positions as discussed in the work meeting.**

Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

#### **5. Mayor's Youth Recognition Awards**

Mayor Debbie Winn and Chief Day presented youth recognition awards to the following:

Ambrie Woodrick

Eva Gonzales

#### **6. Public Comment Period**

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

#### **7. Tooele Technical College Student of the Year and Annual Update**

*Presented by President Paul Hacking*

Mr. Hacking presented Tooele Technical College Student of the Year to the following:

Brenda Saavedra

Ms. Saavedra shared her story and success.

#### **8. Public Hearing and Motion on Ordinance 2023-44 An Ordinance of Tooele City Amending Tooele City Codes Chapters 7-11A-18 Regarding Multi-Family Residential Building Materials, 7-11A-12 Regarding Multi-Family Residential Landscaping Standards and 7-11A-25 Regarding Deviations from Multi-Family Residential Design Standards**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented an amendment to the Multi-Family Residential building materials, landscaping standards, and deviations found in the City codes. Staff is proposing to reduce stone and brick on front and street façade to 40% with two additional materials chosen from the approved list. The tree and shrub changes would simplify the tree requirements; Allowing the code to be easier to read and interpret. Staff is proposing to strike the deviation from the code all together. The Planning Commission forwarded a positive recommendation.

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

The Council asked the following questions:

How did you come up with the number of trees and shrubs?

How does it look on the acreage?

Is there a limit of each type of tree?

Mr. Aagard addressed the Council's questions. Variations look great. This number has been used in other cities and seems to work great. The choice of tree does have to come from the Tooele City Species list.

**Council Member McCall motioned to approve Ordinance 2023-44; An Ordinance of Tooele City Amending Tooele City Codes Chapters 7-11A-18 Regarding Multi-Family Residential Building Materials, 7-11A-12 Regarding Multi-Family Residential Landscaping Standards and 7-11A-25 Regarding Deviations from Multi-Family Residential Design Standards.**

Council Member Hansen seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

**9. Public Hearing and Motion on Ordinance 2023-45 An Ordinance of Tooele City Amending the Tooele City Annexation Policy Plan, an Element of the Tooele City General Plan**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented an amendment to the Tooele City Annexation Policy Plan. The policy plan is an element of the general plan to identify areas adjacent to the City's boundaries that can be considered for annexation. Staff is proposing to update the map taking out properties that will not be annexed in to Tooele City due to lack of utilities, undevelopable, or incorporated into another city, town, or government entity. The Planning Commission forward a negative recommendation, 5:2 vote.

Council Member Manzione shared some of the discussion from the Planning Commission.

The public hearing was opened.

Randy Gochis shared his disagreement with the changes to the Annexation Policy Plan.

Curtis shared his opinion that the decision can always be changed later if something was approved tonight.

The public hearing was closed.

The Council discussed removing the areas that have been incorporated into other Cities, but keeping the unincorporated areas D, H, K, F, E, and G in the annexation policy plan.

**Council Member Brady motioned to remove area A, B, I, J, and C from the Annexation Policy Plan, keeping the remaining areas as is.** Council Member Hansen seconded the motion. The vote was as follows: Council Member McCall, "Nay," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

**10. Public Hearing and Motion on Ordinance 2023-46 An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 6.9 Acres of Property Located at 1232 West Utah Avenue from Light Industrial (LI) to Industrial (I)**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented a Land Use Designation for the property located at 1232 west Utah Avenue. Markosian Auto would like to change the property to the Industrial zone. The applicant would like to facilitate some additional uses on the site including long term vehicle storage and autobody repair. The Planning Commission forwarded a negative recommendation.

The Council asked the following questions:  
Are they required to have a fence?  
How is it different from the Industrial service?

The Council shared concerns of allowing Industrial in this area for future businesses that could come in.

Mr. Aagard addressed the Council's questions. Currently the ordinance does not have a requirement for a fence. Though this item will require a Conditional Use Permit and the Planning Commission could mitigate those. The Industrial Service is similar to Light Industrial. Only one comment was received from Jacob Clegg. He expressed concern of having Industrial Use close to his range land.

The public hearing was opened.

The applicant shared the reasoning behind requesting the change. They want to be good partners to the community and the City.

The public hearing was closed.

The Council discussed making a text amendment instead of changing the zoning.

Mayor Winn addressed the Council. Markosian Auto has been a great business to work with. They bring in sales and property tax.

**Council Member Manzione motioned to deny the Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 6.9 Acres of Property Located at 1232 West Utah Avenue from Light Industrial (LI) to Industrial (I), with the staff working with the applicant to create a text amendment adding into the table of uses in the Light Industrial.**

Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.



**11. Resolution 2024-01 A Resolution of the Tooele City Council Declaring Certain Technology-Related Equipment and Certain Personal Property Surplus and Authorizing its Disposal (Library)**

*Presented by Michelle Pitt, City Recorder*

Ms. Pitt presented technology-related equipment from the Library that no longer meet their needs. They are asking for it to be declared surplus, so it can be disposed of.

**Council Member Manzione to approve Resolution 2024-01; A Resolution of the Tooele City Council Declaring Certain Technology-Related Equipment and Certain Personal Property Surplus and Authorizing its Disposal (Library).** Council Member Hansen seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

**12. Ordinance 2024-01 An Ordinance of the Tooele City Council Establishing the Dates, Times, and Places of its Public Meetings in 2024**

*Presented by Michelle Pitt, City Recorder*

Ms. Pitt presented the dates, times, and place of its public meetings for 2024. They will be held in the City Council Chambers at Tooele City Hall. The work meeting will be held at 5:30pm and the business meeting at 7:00pm on the first and third Wednesday of every month.

**Council Member Hansen motioned to approve Ordinance 2024-01; An Ordinance of the Tooele City Council Establishing the Dates, Times, and Places of its Public Meetings in 2024.** Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

**13. Resolution 2024-02 A Resolution of the Tooele City Council Amending the City Fee Schedule to Include a Public Improvement Completion Extension Fee**

*Presented by Roger Baker, City Attorney*

Mr. Baker presented an amendment to the City fee schedule including a public improvement completion extension fee in the amount of \$150 fee.

**Council Member Manzione motioned to approve Resolution 2024-02; A Resolution of the Tooele City Council Amending the City Fee Schedule to Include a Public Improvement Completion Extension Fee.** Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

**14. Invoices & Purchase Orders**

Ms. Pitt presented the following invoices and purchase orders:

Tooele City Arts Council for the FY2024 Arts Council Contributions in the amount of \$117,500  
Bonneville Equipment Company for the Parks Department for Kubota equipment in the amount of \$42,463.06

Bonneville Equipment Company for the Cemetery for Kubota equipment in the amount of \$39,402.45

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

### **15. Minutes**

There are no changes to the minutes

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

Council Member Gochis abstained from voting.

### **16. Adjourn**

Chairman Brady adjourned the meeting at 8:35pm.

*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 January, 2024

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Justin Brady, City Council Chair





**TOOELE CITY COUNCIL COMMISSION & BOARD APPOINTMENTS 2024**

Revised 1/3/2024

Commission / Board	Meeting	Number	Term	Appointed By	Council Appointee
City Council	2 x month	5	4	Electorate	Chair: Justin Brady Vice Chair: Ed Hansen
Planning Commission	2 x month	7	4	Mayor Appoints 4; Council Appoints 3; Council Liaison	Liaison: Ed Hansen Liaison: Maresa Manzione
Library Board		5 – 9	3	Mayor (with Council consent); 1 Appointee may be a Councilperson	Melodi Gochis
Redevelopment Agency	As needed	5 (Council)	–	–	Chair: Maresa Manzione Vice Chair: Dave McCall
RDA Taxing Entity Committee	As needed	8	–	Council (“legislative body”) Appoints 2	Maresa Manzione Shannon Wimmer
Municipal Building Authority	As needed	6 (Council & Mayor)	–	–	N/A
Council of Governments	Monthly	13	–	Mayor Appoints 2 (with Council consent)	Mayor Debbie Winn Dave McCall
Museum Advisory Board		7 – 14	3	Mayor (with Council consent); Mayor is a Member	Mayor Debbie Winn Ed Hansen
Employee Grievance Appeal Board	As needed	5	2	3 by Vote of Full-Time City Employees; Council Appoints 2 of its own Members	Maresa Manzione Justin Brady
Historical Preservation Commission		5	–	Mayor (with Council consent)	N/A
Accessibility Committee		3	2	Mayor (with Council consent); 1 Member from Engineering	N/A
Local Boundary Commission	As needed	7	4	Mayors of Municipalities Appoint 2 Elected Municipal Officials	Mayor
North Tooele City Special Service District	Monthly	6	4	City Council Appoints 5 Residents of the District and 1 Ex Officio Councilperson	Justin Brady
PAR Tax Board		5 (Council)	–		City Council Members
Arts Council Board	Monthly	7	4	2 City Council Members	Dave McCall Maresa Manzione
Board of Appeals (UBC)		None Specified; Must be Qualified	No Term Limit	City Council	N/A
USU Board	Quarterly	-	-	City Council	Melodi Gochis
Homeless Coordination Committee		-	-	City Council	Ed Hansen
Utah League of Cities and Towns Legislative Policy Committee		–	–	City Council / Mayor	Mayor Debbie Winn Roger Baker Melodi Gochis
Tooele City Water Special Services District	As needed	5 (Council)	–	City Council	Chair: Justin Brady

Pre-Disaster Mitigation Planning Team		1 (Council)	-	City Council	Ed Hansen
Children's Justice Center		1 (Council)	-	City Council	Melodi Gochis
Attainable Housing		1 (Council)	2	City Council	Justin Brady
Council on Aging					Justin Brady
Downtown Alliance				Mayor	Ed Hansen
Tree City USA					Justin Brady