PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Work Session, on Wednesday, November 20, 2019 at the hour of 5:00 p.m. The Meeting will be Held at the Tooele City Hall Large Conference Room, located at 90 North Main Street, Tooele, Utah.

1. **Open City Council Meeting**

2. **Roll Call**

3. **Discussion:**

- **Ordinance 2019-17** An Ordinance of the Tooele City Council Amending the Tooele City Zoning Map for Property Located at Approximately 168 Skyline Drive
  Presented by Jim Bolser

- **Ordinance 2019-31** An Ordinance of Tooele City Amending Tooele City Code Chapter 10-3 Regarding Parking in the Public Rights-of-Way
  Presented by Roger Baker and Chief Kirby

- **Ordinance 2019-32** An Ordinance of Tooele City Amending Tooele City Code Chapter 4-14 Regarding the Abatement of Dangerous Buildings
  Presented by Roger Baker

- **Resolution 2019-79** A Resolution of the Tooele City Council Approving a Lease Agreement with Eco-Site II, LLC, for a Cell Tower
  Presented by Roger Baker

- **PAR Tax Projects**
  Presented by Darwin Cook

- **Resolution 2019-83** A Resolution of the Tooele City Council Approving an Agreement with Big T Recreation for the Purchase and Installation of New Playground Equipment
  Presented by Darwin Cook

- **Department Vehicle Requests**
  Presented by Mayor Debbie Winn

- **Secondary Water Update**
  Presented by Steve Evans

- **Test Well Drilling Update**
  Presented by Steve Evans

- **Resolution 2019-80** A Resolution of the Tooele City Council Authorizing the Mayor to Sign a Contract with SKM for Electrical Design, Construction Management, and System Integration Services Associated with Replacement Well House No. 6
  Presented by Paul Hansen

- **Resolution 2019-81** A Resolution of the Tooele City Council Approving an Agreement with Hales Engineering for an Update of the Tooele City Transportation Master Plan
  Presented by Paul Hansen

- **Resolution 2019-82** A Resolution of the Tooele City Council Approving an Agreement with England Construction for Completion of the Modified Elton Park Sidewalk Project
  Presented by Paul Hansen

- **Subdivision Final Plat** for Country View Villas Plat A by Irish Creek, LLC, to Create 56 Lots Located at Approximately 1000 North 200 East on Approximately 13 Acres in the MR-8 PUD Multi-Family Residential Zoning District
  Presented by Jim Bolser

- **Ordinance 2019-33** An Ordinance of the Tooele City Council Amending the Tooele City Zoning Map for Property in the Overlake Area B Neighborhood Commercial Zoning District, for the Epic Apartments at Overlake Development Located Near 600 West 1000 North
  Presented by Jim Bolser

4. **Close Meeting**
   Litigation & Property Acquisition

5. Adjourn

Michelle Y. Pitt
Tooele City Recorder

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2113 or michellep@tooelecity.org, Prior to the Meeting.

SANCTUARY
DEVELOPMENT GROUP

Nov 14th, 2019

To: Tooele City Council

Re: Skyline Vista – Zoning Map Amendment Request
Application No.: P19-343
Project Location: Approximately 168 Skyline Drive

Applicant: Skyline Vista Properties, Skyline Dr Property & Gordon's Inc.

Request: Approval of a Zoning Map Amendment in the R1-7 Residential zone regarding reassignment of the subject properties to the MR - Multi-Family Residential zoning district.

Background

This application is a request for approval of a Zoning Map Amendment for approximately 14.23 acres located at approximately 168 Skyline Drive. The property is currently zoned R1-7 Residential and is located within the Sensitive Area Overlay. The applicant is requesting that a Zoning Map Amendment be approved to allow for the development of the currently vacant site with the MR - Multi-Family Residential Zoning District within the Sensitive Area Overlay. The original filing of the zone change request was for the MR-25 zoning, upon review and discussion with City Council the revised request is for the MR-16. In addition to the revised zone request, a revised concept site plan has been prepared that addresses additional concerns expressed by the council. The revised concept breaks up the proposed apartment buildings and incorporated additional requirements of Title 7. Chapter 11a. Design Standards: Multi-Family Residential. The actual density of the revised concept plan of 134 units on 14.23 acres is now 9.41 DU/AC which is 34 units less than the previous concept plan.

Surrounding Properties Zoning.

To the North of the subject property is zoned MU-G Mixed Use.
To the East of the subject property is zoned R1-7 residential.
To the South of the subject property land is zoned OS Open Space.
To the West of the subject property is zoned R1-7 residential.

Surrounding Properties Land Uses.

To the North of the subject property is the City Cemetery.
To the East of the subject property is existing single-family homes.
To the South of the subject property land is Open Space owned by Tooele City.
To the West of the subject property are commercial businesses, a hotel and a motel.

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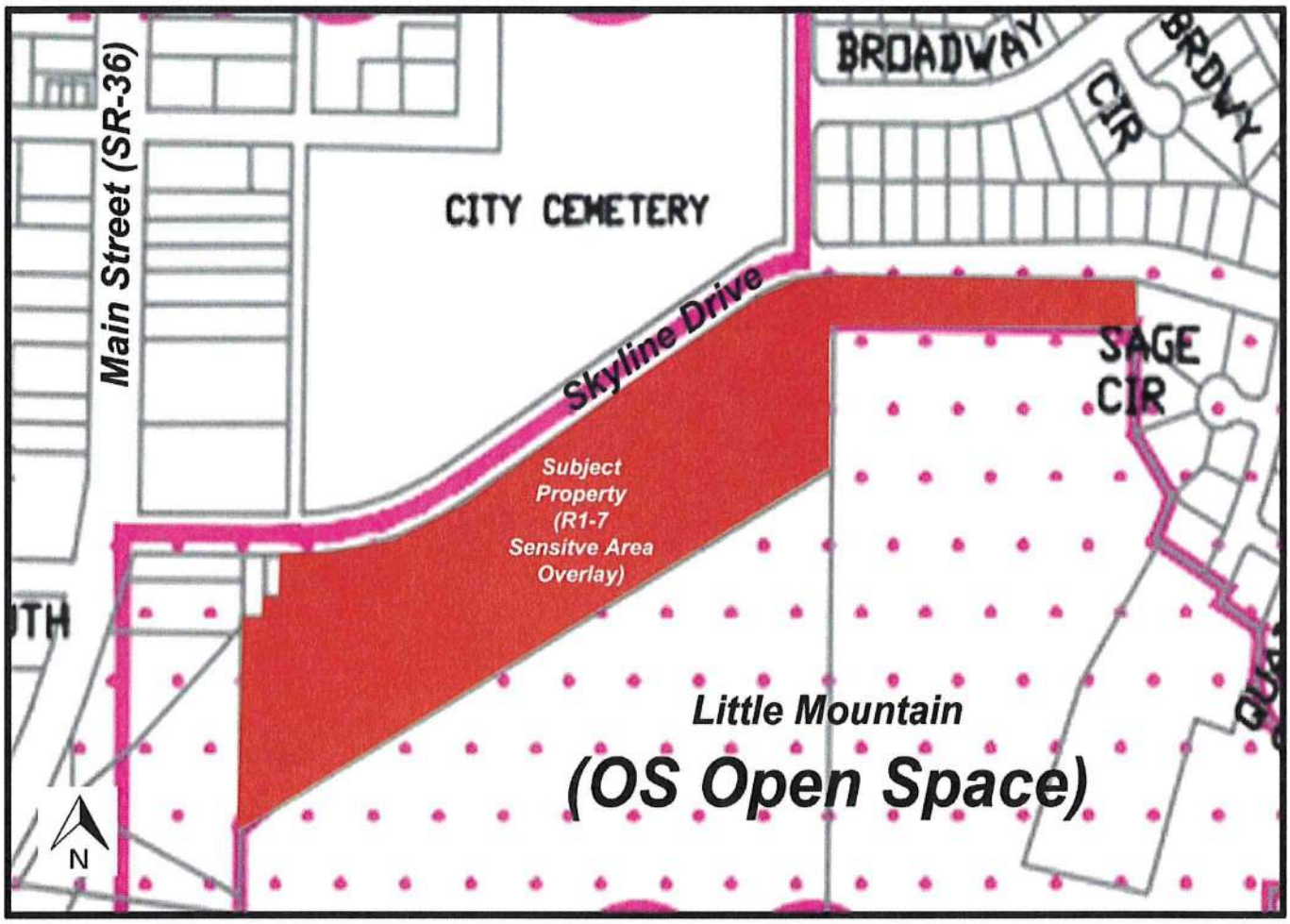
Skyline Vista Zoning Map Amendment

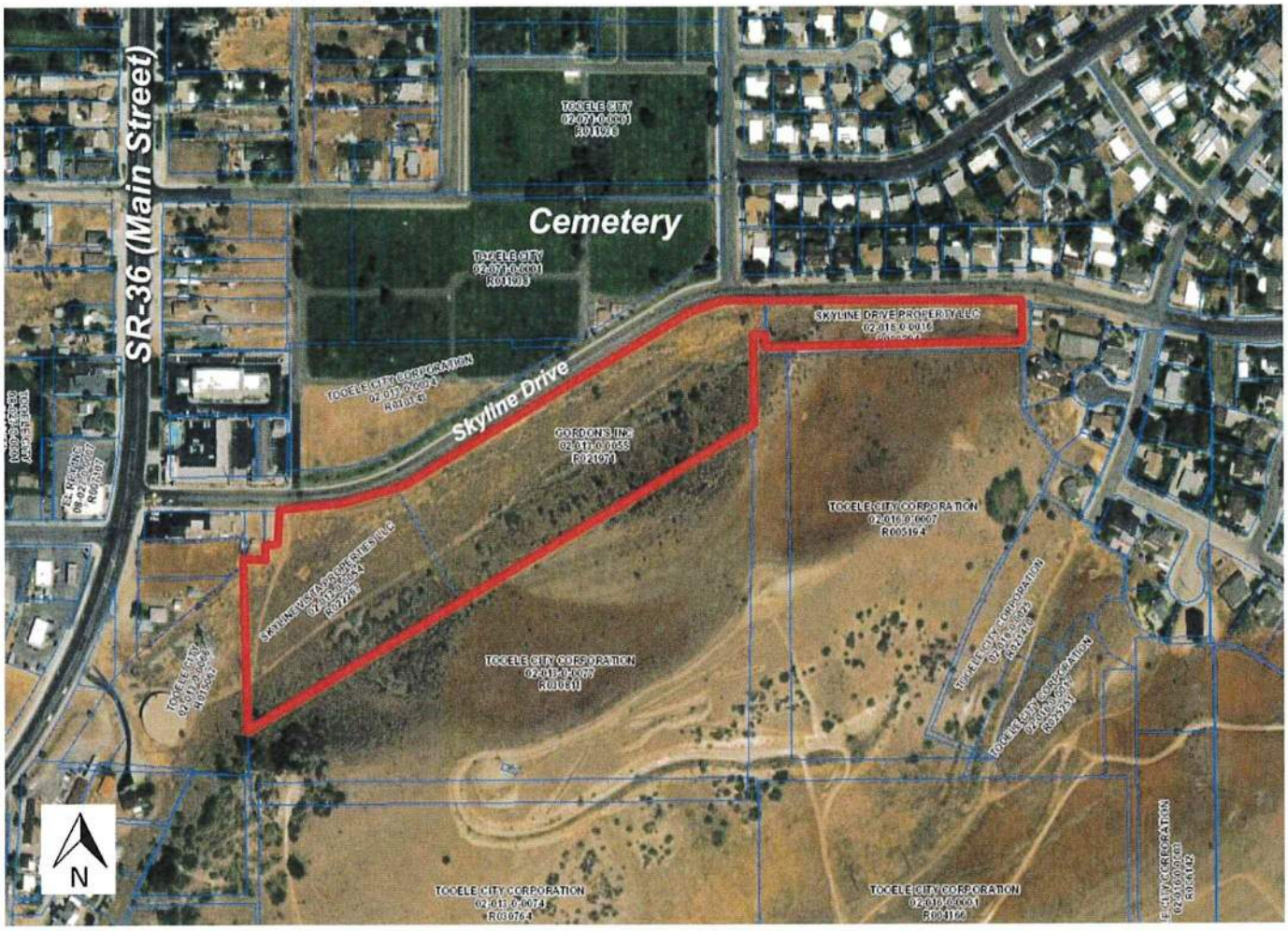


Current Zoning

EXHIBIT A

MAPPING PERTINENT TO THE SKYLINE VISTA ZONING MAP AMENDMENT

Skyline Vista Zoning Map Amendment



Aerial View

Density

The purpose of the **MR-16** Multi-Family Residential district is to provide an environment and opportunities for high density residential uses, including primarily attached residential units, apartments, condominiums and townhouses with limited attached single-family dwellings.

The Sensitive Area Overlay requires parcels to comply with the following minimum requirements.

Development Site	Minimum Lot Size	Minimum Lot Width
8.1 - 15%	16,000 sq. ft.	100 feet
15.1 - 20%	22,000 sq. ft.	120 feet
20.1 - 30%	30,000 sq. ft.	150 feet

Undevelopable areas. Undevelopable areas shall be identified on the subdivision plat.

The proposed development consists of 14.23 acres of which 7.61 acres has been classified as having slopes of 30% or greater and as defined by the Sensitive Area Overly as undevelopable.

The remaining 6.62 acres of land have slopes that range between 8% to 20%. The proposed development will create two parcels that fall within the average slope of 15% to 20%. The Sensitive Area Overlay requires that parcels within this slope range have a minimum size of 22,000 sf and 120 feet of frontage.

Parcel 1 has an area of 3.17 ac and a frontage of 355 feet.
Parcel 2 has an area of 3.46 ac and a frontage of 1070 feet.

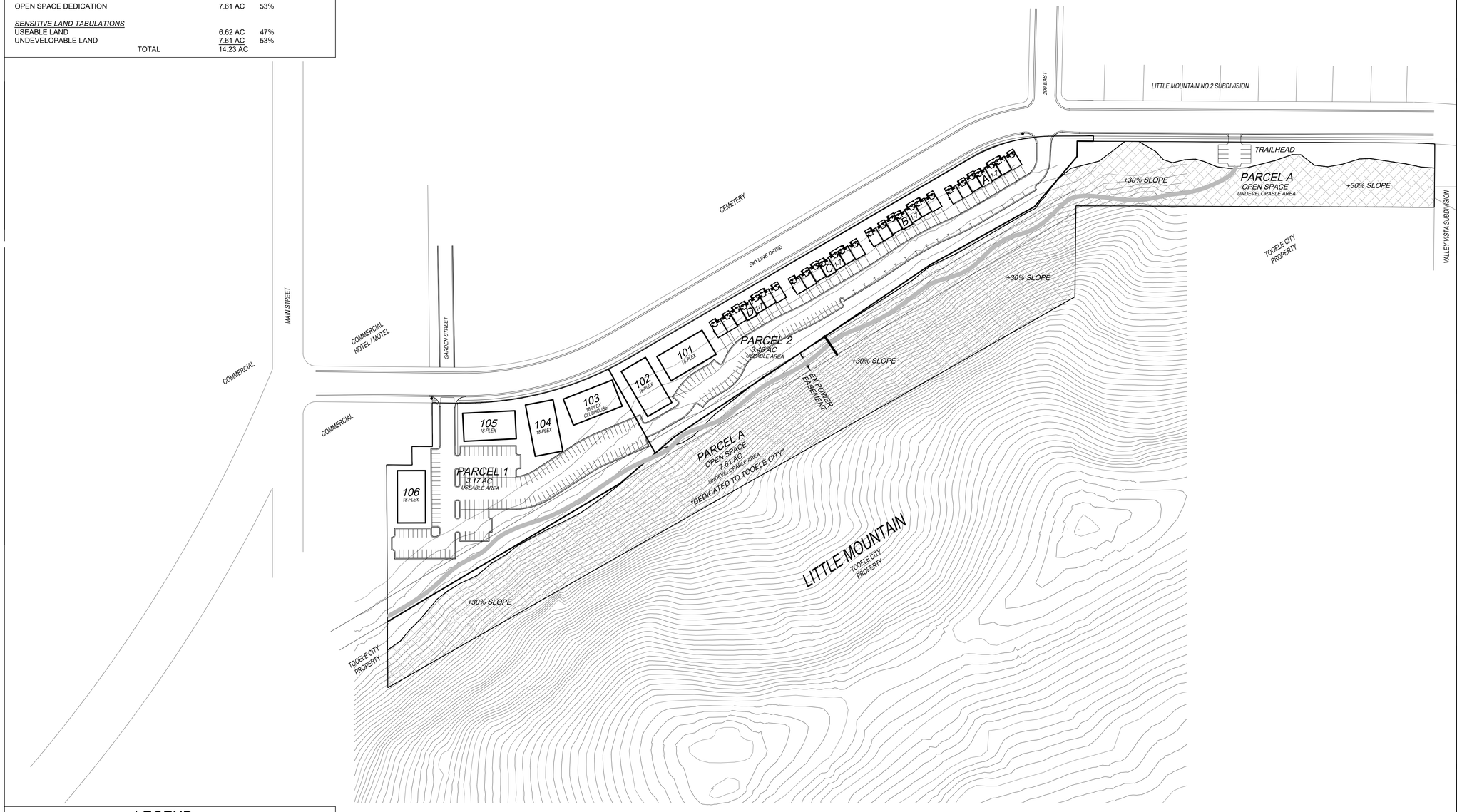
These two parcels will create the useable areas in which the multi-family dwelling units will be clustered as shown in the development map. The clustered development will define the created parcels into dwelling units, limited common area and common area.

Development Density Calculation MR-16

# OF UNIT ALLOWED	14.23 AC x 16 DU/AC	= 227 DU
# OF APARTMENT UNITS		= 106 DU
# OF TOWNHOMES		= 28 DU
	TOTAL UNITS	134 DU
ACTUAL DENSITY	134 DU / 14.23 AC	9.42 DU/AC

DENSITY CALCULATION

PROPOSED ZONE:		MR-16	
# OF UNIT ALLOWED	14.23 AC x 16 DU/AC =	227 DU	
# OF APARTMENT UNITS		106 DU	
# OF TOWNHOMES		28 DU	
TOTAL UNITS		134 DU	
ACTUAL DENSITY	134 DU / 14.23 AC	9.42 DU/AC	
OPEN SPACE DEDICATION		7.61 AC	53%
SENSITIVE LAND TABULATIONS			
USEABLE LAND		6.62 AC	47%
UNDEVELOPABLE LAND		7.61 AC	53%
TOTAL		14.23 AC	



LEGEND

- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- EXISTING CURB
- PROPOSED CURB

SLOPE ANALYSIS

- AREAS OF BETWEEN 10% AND 30% SLOPE
- AREAS OF ABOVE 30% SLOPE

DEVELOPER

DEVELOPMENT

Skyline Vista

N

0 50 100 200 300

SCALE: 1"= 100'

berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
CONCEPT	3/27/19

PROJECT

Skyline Vista

DESCRIPTION

CONCEPT PLAN

PRELIMINARY - NOT FOR CONSTRUCTION

SHEET NAME	SHEET NUMBER
COVER	*C0*

s:\my drive\berg civil\2019\skyline\skyline concept3.dwg

Sensitive Areas Overlay

(1) The purpose of the Sensitive Area Overlay is to provide regulatory standards, guidelines, and criteria having the effect of minimizing flooding, erosion, destruction of natural plant and wildlife habitat, alteration of natural drainages, and other environmental hazards, and protecting the natural scenic character of the hillside and mountain areas. In support of this purpose and intent, this overlay recognizes the importance of the unique hillside and mountain areas of Tooele City to the scenic character, heritage, history, and identity of Tooele City and of adjoining areas of unincorporated Tooele County. In support of this purpose and intent, Tooele City finds that it is in the public interest to regulate the development of sensitive areas in a manner so as to minimize the adverse impacts of development on scenic open spaces and on sensitive or vulnerable organic and inorganic systems. (7-12-2.1)

(2) The standards, guidelines, and criteria established by the overlay are intended to support the purpose and intent of the overlay by working to accomplish the following:

a. To protect the public from the natural hazards of storm water runoff, erosion, and landslides. (7-12-2.2)

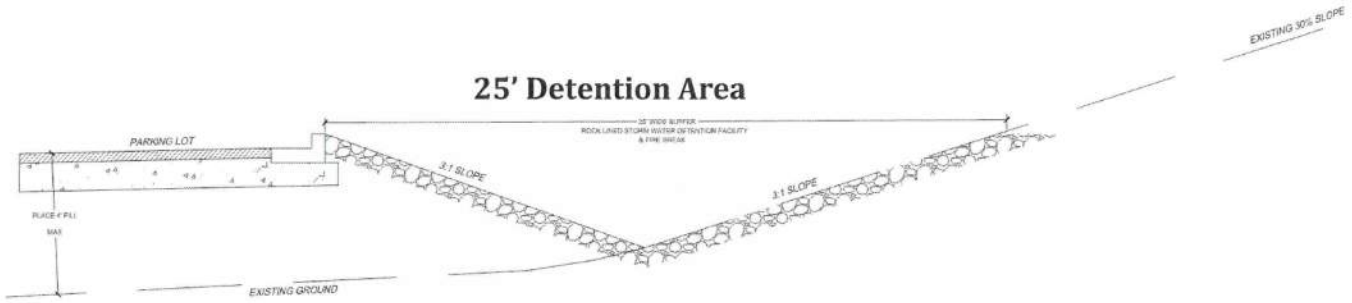
i. APPLICANT RESPONSE

1. **Storm Water Runoff –** All future development of the subject property is required to comply with the overlay with facilities constructed to convey and detain the runoff generated from a 25-year storm event with an outflow at a maximum of 0.2 cfs/ac. Additional requirements are to *1) construct facilities to divert surface water away from cut faces or sloping surfaces of fill. 2) protect natural drainage ways. 3) construction of detention basins to minimize peak flows.*

A proposed detention area is proposed at the toe of the steep slope to collect runoff from the hillside. Refer to the figure below for this detention area.

Erosion – All future development of the subject property is required to comply with the overlay with facilities constructed to minimized erosion as follows: *1) Construction of the development site to minimize disturbance during the wet times of the year – between Oct 15 and Mar 15. 2) Installation of erosion control measures and best management practices during construction to minimize erosion at the source.* The proposed detention area located at the toe of the steep slope will collect erosion from the hillside. This detention area will be created by the parking lot fill in accordance with the sensitive area requirement of a maximum fill of 4 feet as shown in the figure below.

25' Detention Area



2. **Landslides, Rockfall Hazard, & Faults–** a Geotechnical Study of the subject property has prepared by Earthtec Engineering (see Appendix for full report). As part of the study, a slope stability analysis was performed for both the static and seismic conditions. **The results indicated that the slope for the site is stable under both modeled conditions.**

   All future development of the subject property is required to comply with the Sensitive Area Overlay by *1) any lot shall not be raised or lowered more than four feet at any point for the construction of any structure or improvement. 2) No grading, cuts, fills, or terracing will be allowed on slopes of 30% or greater.*

   All future development of the subject property is required to comply with the recommendations of the geotechnical report with states: *1) if unretained cuts greater than 5 feet on the slope area are planned or retainage walls are required, we recommend that further analysis of the slope be performed.*

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

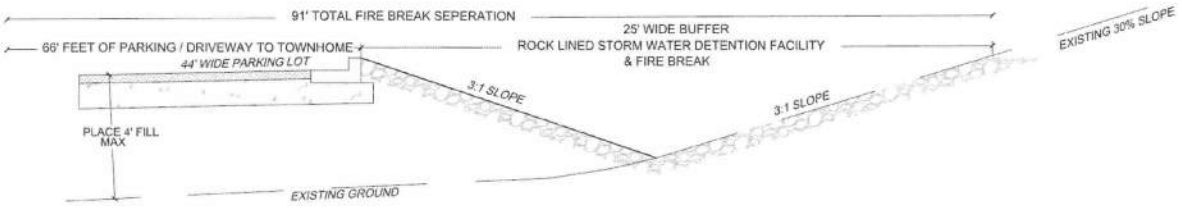
   The development proposed to buffer the homes with drives and parking lots and a detention area to allow for landing areas for an occasional boulder as shown in the figure above.

   The Geotechnical Study also reviewed potential for active faulting and related earthquakes are present for the subject property. Based upon several published geologic maps – the nearest mapped fault trace is located about 2 miles East of the site. Based upon another published geologic map, an active fault is located more than 500 feet west of the site. (Refer to Appendix - Geostudy 9.2 Faults)

3. **Threat of Fire –** The proposed development will install fire hydrants to protect the proposed buildings and the adjacent hillside. The developer will work with the city to determine the best placement for the fire hydrants.

   In addition, the development proposes a 25' wide rock lined storm water detention area at the toe of the hill along with the parking lot and driveways that will act as a total of 91 foot fire break separation from the dwelling units. See figure below.

91' TOTAL FIRE BREAK

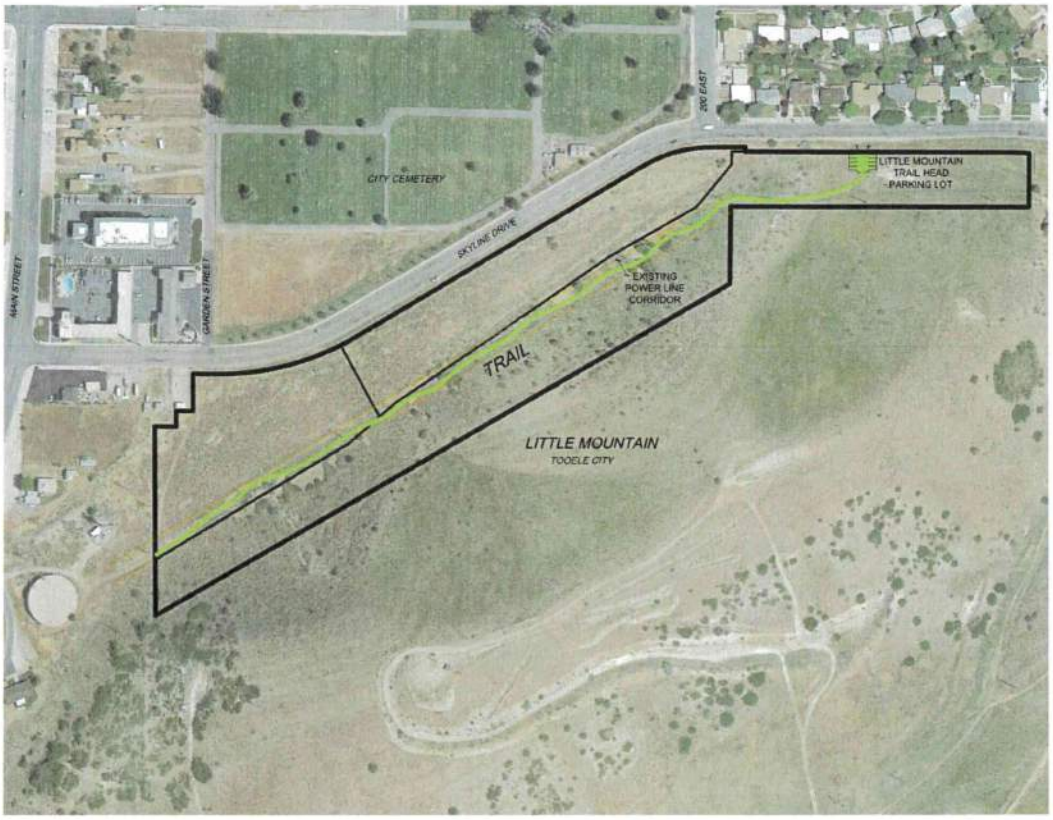


4. **Preserve and protect wildlife and wildlife habitat** - All future development of the subject property is required to comply with the overlay requirements *1) Existing vegetation shall be removed only when absolutely necessary for buildings, roads, and fire breaks. 2) All disturbed areas shall be revegetated. 3) No vegetation shall be removed on slopes 30% or greater.*

   The development has proposed to dedicate to the city the slope 30% or greater for a total 7.61 acres. This dedication allows for the City to be in complete ownership of all the slopes 30% and greater in this area.

5. **Allow Reasonable public, non-motorized access -** The development proposed to construct as part of the site amenities a trail along the existing power line corridor which runs east to west across the site. This trail also will provide access to the remainder of Little Mountain. The plan shows the construction of a trailhead parking lot to allow for public use of the trail while also keeping parking off Skyline Drive.

   The trail will also provide access to the existing power lines for the power company for service.



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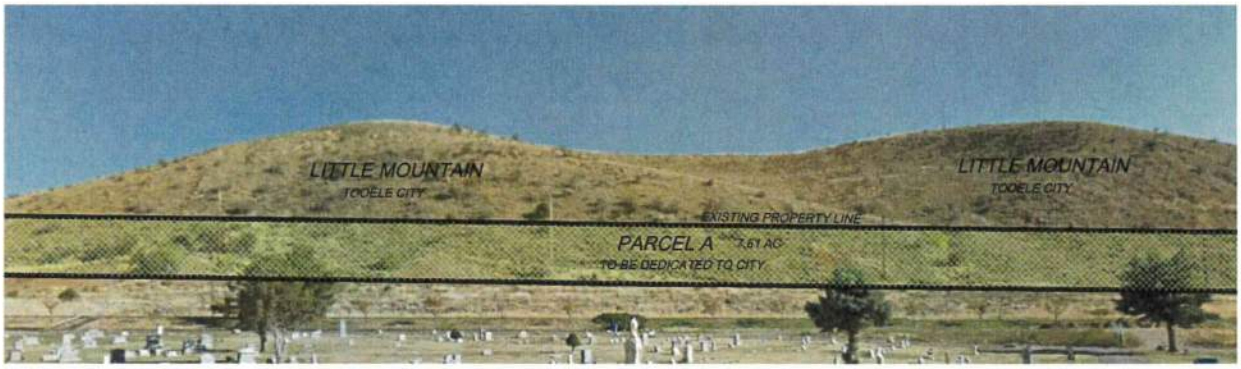
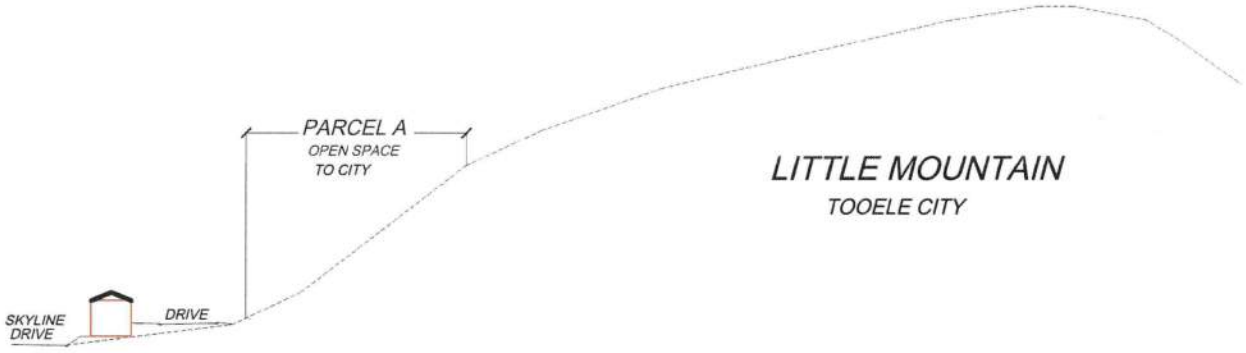
6. **Preserve & Protect Natural Topography & Geologic Features -** The proposed development has proposed to dedicate to Tooele City 7.61 acres of property to preserve and protect Little Mountain. This amounts to approximately 53% of the project.



7. **Preserve & Enhance Natural Panoramic Vistas & Open Spaces** The proposed development has proposed to dedicate to Tooele City 7.61 acres of property to preserve and protect Little Mountain. The proposed development clusters the dwelling units and keeps them near Skyline Drive. This allows the view of Little Mountain to be maintained. The figure below is a cross section of the development.



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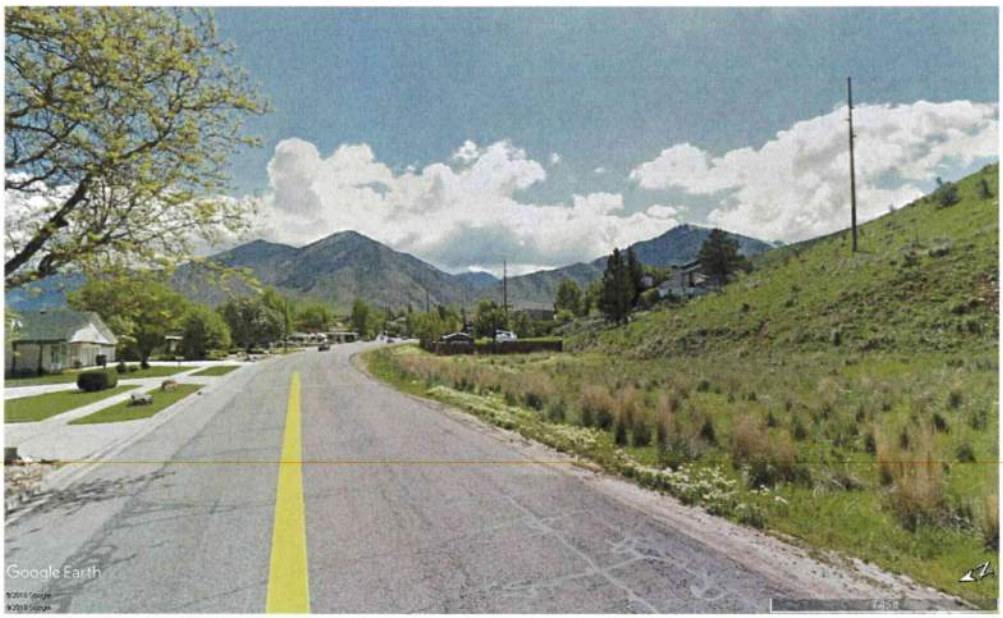
8. **Reasonable Transportation Systems -** The development would complete a 730 foot section of Skyline Drive that does not have curb and gutter on the south side of the roadway. This improvement will widen the roadway to a match the existing fully improved roadway on both sides of the development. This roadway improvement will enhance the transportation system of the city and improve safety in the area.



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9. **Encourage use of a Variety of Development Designs -** The proposed development is to cluster the multi-family units into an area that is suitable for development and identified as "useable land" in the Sensitive Area Overlay. All other areas will be dedicated to Tooele City for preservation. The multi-family units will meet **Title 7. Chapter 11a. Design Standards: Multi-Family Residential.**

10. **Encourage the Protection of Sensitive Areas -** The proposed development is to develop the areas of the project that have slopes less than 30% and to protect the slopes 30% or greater by dedicating them to Tooele City.

11. **Regulate the location, design and development of building sites on sensitive areas. -** The proposed development of multi-family units allows for the areas that can be developed reasonably to have clustered buildings, areas that should not be developed will be dedicated to Tooele City.

    The proposed develop consists of 14.23 acres of which the proposed dwelling units will be clustered on approx. 6.63 acres. This clustering of development allows for the preservation of sensitive areas.

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APPENDIX

Neighborhood Question Response Letter

Geotechnical Study

Rockfall Hazard Study

Traffic Study

SANCTUARY
DEVELOPMENT GROUP

July 24, 2019

Hi Neighbor!

We represent the property development at approximately 168 Skyline Drive, and we would love your input. All of your thoughts, feelings, and feedback are essential and even crucial in helping us put together the best design.

In our public meeting with Tooele City we gained a better understanding of community concerns. We loved and appreciated the feedback. We took studious notes and have since gone back to review public minutes in an exhaustive attempt to the best of our ability meet concerns.

The major concerns the neighborhood voiced were as follows:

- There won't be enough parking
- Erosion causing damage to existing homes and streets
- There is already too much traffic on Skyline
- Wildlife will be negatively impacted
- The city infrastructure will not be able to accommodate this project
- The views of the mountain will be blocked
- It will negatively impact the solitude of the community

Again, first, we want you to know we really listened, and our efforts are spent in trying to do the best for the community, its safety, and the integrity of the project. Second, we understand it is your community. So, please take a moment to review the project design and let us know any other concerns you might have.

(See Attached New Development Plan on the Back of This Page)

As you can see, we've designed to eliminate the negative impact we have on both the residents of Skyline and most importantly the integrity and safety of the hillside and view. With that being the major community concern and project focus, we would like to walk with you through the other concerns expressed and how we have worked to mitigate them or eliminate them altogether.

- **There won't be enough parking**
  Parking is something that everyone wants, including those who would move into this development. As such, it will be vital for us to provide ample parking to not just meet the city code but to be attractive to buyers and future residents. As you can see from the plans, each unit will meet or exceed this requirement. Further, none of the parking provided will be on Skyline Drive.

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- **Erosion of the hillside will cause future damage to existing homes and roads**
  Extensive work has been done with engineers to answer the question previously posed by the city and ourselves: will this be safe? Following lengthy third-party engineering firms and specialist reviews we have been able to design a project that is both safe and positively impactful to the community and the old downtown Tooele area. During this process we looked at fault lines, soil composition, slopes, rock fall potential, and many other safety factors. With the proper engineering, building techniques, and design this project is not dangerous to the hillside. For example, to help mitigate safety concerns we will not be building into the hillside but rather push our development to front Main Street. Eliminating the concern of having to cut into high grade slopes; staying below the city required 30% slope.

- **There is already too much traffic on Skyline**
  The way that this project has been designed is to promote the flow of traffic toward and right at the mouth of Skyline Dr and Main Street. This means our development residents would already be off of Skyline Drive before hitting 200 East or any of the existing single-family residents (see attached design). We have placed the majority of the development density to the West as close to Main Street and commercial as possible while steering clear of the existing single-family community beyond 200 East. This eliminates both the bottle necking and traffic impact concerns for residents and community beyond 200 East. This project will also widen approximately 730 feet of existing roadway and eliminating the bottle neck along Skyline caused by the narrow section of asphalt.

- **Wildlife will be negatively impacted**
  One goal of the city that we applaud regarding this land is to maintain the hillside. Our objective is to develop/front as close to Skyline Drive as possible. Then have the rest be given to the city to preserve the hill from any future use. This area will then forever be open to wildlife and free from any future development.

- **City infrastructure will not be able to accommodate this project**
  The city infrastructure is obviously a requirement per our development. We would be required to upgrade the infrastructure to meet development needs if needed.

- **The views of the mountain will be blocked**
  For this purpose we've eliminated any development beyond 200 East and are dedicating a trail location for the community along our furthest east Skyline Drive parcel. No development will sit across from the existing Skyline Drive single family community. Views of Little Mountain from any home will not be impacted. As the road curves around the hill where Skyline meets 200 E, the hill itself is to act as a visual buffer for the existing single-family community from our development. As expressed above, the land nearest to the homes will be part of a trailhead leading up the hill, that will celebrate the history and nature of Little Mountain. From Skyline Drive our structures fall well short of obstructing any Little Mountain ridgeline view which peaks out at approximately 340 feet above Skyline Drive.

- **It will negatively impact the solitude of the community**
  Seeing our new development won't front any existing homes and stops before the hillside bend at 200 East, we are hoping that a feeling of solitude will still exist with the raw mountain maintained to the south of all existing homes and community.

In closing, we would like to say that in addition to trying to mitigate concerns you might have, we have a great hope that this project will help to revitalize and increase the values of the southern portion of Tooele and the Old Downtown area. As you know, most all development is crawling northward along Main Street, towards the freeway leaving the Old Downtown area vacant and in disrepair. As such, the business sector of South Tooele has really been hurt and substantially devalued/impacted. This has all led to the numerous vacant dilapidated buildings and homeless resident numbers. Again, our hope with this project is to bring enough new families and development to the area to make a positive impact that not only increases both the home and commercial values but also their long-term future.

Seriously, thank you for taking the time to read this letter, and we hope that you'll reach out to us with additional comments and thoughts. We want an open dialogue and for all to feel comfortable chatting with us.

Warmest of Regards,

Eli Clark (425) 802-8942
elidavidclark@gmail.com

Steve McCleery (801) 209-1875
steve.mccleery@gmail.com

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840 West 1700 South #10
Salt Lake City, Utah - 84104
Phone (801) 787-9138

1596 W. 2650 S. #108
Ogden, Utah - 84401
Phone (801) 399-9516

Geotechnical Study-R1
14 Acre Development
100 Skyline Drive
Tooele, Utah

Project No. 189148

January 14, 2019

Prepared For:

Sanctuary Development Group
Attention: Mr. Steve McCleery
2021 East Village Green Circle
Draper, UT 84020

Prepared By:

EARTHTEC ENGINEERING
Lindon Office

TABLE OF CONTENTS

TABLE OF CONTENTS (CONTINUED)

TABLES

ATTACHED FIGURES

1.0 EXECUTIVE SUMMARY

This entire report presents the results of Earthtec Engineering's completed geotechnical study for the 14 Acre Development in Tooele, Utah. This executive summary provides a general synopsis of our recommendations and findings. Details of our findings, conclusions, and recommendations are provided within the body of this report.

- The subject property is approximately 14 acres and is proposed to be developed with new apartments, townhomes and single-family houses. The proposed structures will consist of conventionally framed, one- to two-story, buildings with basements. We anticipate foundation loads for the proposed structures will not exceed 5,000 pounds per linear foot for bearing walls, 30,000 pounds for column loads, and 100 pounds per square foot for floor slabs. (see Section 3)
- Our field exploration included the excavation of six (6) test pits to depths of 2 to 12 feet below the existing ground surface. Groundwater was not encountered within the excavations at the depths explored. (see Section 5)
- The native soils have a moderate to high potential for collapse (settlement) or expansion (heave) and a slight to high potential for compressibility under increased moisture contents and anticipated load conditions. (see Section 6)
- The subsurface soils encountered generally consisted of topsoil overlying near-surface medium stiff clay and medium dense to dense sand and gravel. All topsoil should be removed beneath the entire building footprints, exterior flatwork, and pavements prior to construction. (see Section 7)
- Conventional strip and spread footings may be used to support the structures, with foundations placed entirely on firm, undisturbed, uniform, non-porous gravel soils, or entirely on a minimum of 24 inches of properly placed, compacted, and tested structural fill extending to undisturbed native soils. (see Section 10)
- Minimum roadway section consists of 3 inches of asphalt overlying 6 inches of road-base. Areas that are soft or deflect under construction traffic should be removed and replaced with granular material or structural fill. (see Section 13)

Based on the results of our field exploration, laboratory testing, and engineering analyses, it is our opinion that the subject site may be suitable for the proposed development, provided the recommendations presented in this report are followed and implemented during design and construction.

Failure to consult with Earthtec Engineering (Earthtec) regarding any changes made during design and/or construction of the project from those discussed herein relieves Earthtec from any liability arising from changed conditions at the site. We also strongly recommend that Earthtec observes the building excavations to verify the adequacy of our recommendations presented

herein, and that Earthtec performs materials testing and special inspections for this project to provide continuity during construction.

2.0 INTRODUCTION

The project is located at approximately 100 Skyline Drive in Tooele, Utah. The general location of the site is shown on Figure No. 1, *Vicinity Map* and Figure No. 2, *Aerial Photograph Showing Location of Test Pits and Slope Cross-Section*, at the end of this report. The purposes of this study are to:

- Evaluate the subsurface soil conditions at the site,
- Assess the engineering characteristics of the subsurface soils, and
- Provide geotechnical recommendations for general site grading and the design and construction of foundations, concrete floor slabs, miscellaneous concrete flatwork, and asphalt paved parking and drive areas and residential streets.

The scope of work completed for this study included field reconnaissance, subsurface exploration, field and laboratory soil testing, geotechnical engineering analysis, and the preparation of this report.

3.0 PROPOSED CONSTRUCTION

We understand that the proposed project, as described to us by Mr. Steve McCleery with Sanctuary Development Group, consists of developing the approximately 14-acre existing parcel with the construction of new apartments, townhomes and single-family residences. The proposed structures will consist of conventionally framed, one- to two-story, buildings with basements. We have based our recommendations in this report that anticipated foundation loads for the proposed structures will not exceed 5,000 pounds per linear foot for bearing walls, 30,000 pounds for column loads, and 100 pounds per square foot for floor slabs. If structural loads will be greater Earthtec should be notified so that we may review our recommendations and make modifications, if necessary.

In addition to the construction described above, we anticipate that

- Utilities will be installed to service the proposed buildings,
- Exterior concrete flatwork will be placed in the form of curb, gutter, and sidewalks, and
- Asphalt paved parking and drive areas and residential streets will be constructed.

4.0 GENERAL SITE DESCRIPTION

4.1 Site Description

At the time of our subsurface exploration the site was an undeveloped lot vegetated with grass and weeds. The subject site sits and the base of a steep slope. The ground surface of the proposed site appears to slope less than 15 percent grade, we anticipate up to 3 of cut and fill may be required for site grading. The lot was bounded on the north by Skyline Drive, and on the east, west and south by undeveloped land.

4.2 Geologic Setting

The subject property is located near the southern border of the Great Salt Lake. Tooele Valley is a deep, sediment-filled basin that is part of the Basin and Range Physiographic Province. The valley was formed by extensional tectonic processes during the Tertiary and Quaternary geologic time periods. The valley is bordered by the Oquirrh Mountains on the east and the Stansbury Mountain Range on the west. Much of northwestern Utah, including Tooele Valley, was previously covered by the Pleistocene age Lake Bonneville. The Great Salt Lake, which currently covers much of the northern portion of the valley, is a remnant of this ancient fresh water lake. The surficial geology of much of the eastern margin of the valley has been mapped by Clark, Oviatt and Dinter, 2017[1]. The surficial geology at the location of the subject site and adjacent properties is mapped as:

- "Lacustrine and alluvial deposits, undivided" (Map Unit Qla) dated to Holocene to upper Pleistocene. These soil or deposits are generally described in the referenced mapping as "sand, gravel, silt and clay."
- "Younger fan alluvium, post-Lake Bonneville" (Map Unit Qafy) dated to Holocene. These soil or deposits are generally described in the referenced mapping as "sand, silt and clay."
- "Lacustrine gravel" (Map Unit Qlg) dated to Holocene to upper Pleistocene. These soil or deposits are generally described in the referenced mapping as "sandy gravel to boulders."
- "Oquirrh Group, Bingham Mine Formation, upper member" (Map Unit IPobmu) dated to Upper Pennsylvanian, Virgilian-Missourian. These soil or deposits are generally described in the referenced mapping as "cross-bedded quartzite with interbedded sandstone, limestone, and siltstone."

[1] Clark, D. L., Oviatt, C.G., and Dinter, D.A., Interim Geologic Map of Parts of the Tooele 30' x 60' Quadrangle, Tooele, Salt Lake, and Davis Counties, Utah, Utah Geological Survey, Open-File Report 669DM, Scale 1: 62,500.

5.0 SUBSURFACE EXPLORATION

5.1 Soil Exploration

Under the direction of a qualified member of our geotechnical staff, subsurface explorations were conducted at the site on October 31, 2018 by the excavation of six (6) test pits to depths of 2 to 12 feet below the existing ground surface using a a track-mounted mini excavator. The approximate locations of the test pits are shown on Figure No. 2, *Aerial Photograph Showing Location of Test Pits and Slope Cross-Section*. Graphical representations and detailed descriptions of the soils encountered are shown on Figure Nos. 3 through 8, *Test Pit Log* at the end of this report. The stratification lines shown on the logs represent the approximate boundary between soil units; the actual transition may be gradual. Due to potential natural variations inherent in soil deposits, care should be taken in interpolating between and extrapolating beyond exploration points. A key to the symbols and terms on the logs is presented on Figure No. 9, *Legend*.

Disturbed bag samples and relatively undisturbed block samples were collected at various depths in each test pit. The soil samples collected were classified by visual examination in the field following the guidelines of the Unified Soil Classification System (USCS). The samples were transported to our Lindon, Utah laboratory where they will be retained for 30 days following the date of this report and then discarded, unless a written request for additional holding time is received prior to the 30-day limit.

6.0 LABORATORY TESTING

Representative soil samples collected during our field exploration were tested in the laboratory to assess pertinent engineering properties and to aid in refining field classifications, if needed. Tests performed included natural moisture content, dry density tests, liquid and plastic limits determinations, mechanical (partial) gradation analyses, one-dimensional consolidation tests, and direct shear tests. The table below summarizes the laboratory test results, which are also included on the attached *Test Pit Logs* at the respective sample depths, and on Figure Nos. 10 through 12, *Consolidation-Swell Test*.

Table 1: Laboratory Test Results

Test Pit No.	Depth (ft.)	Natural Moisture (%)	Natural Dry Density (pcf)	Atterberg Limits		Grain Size Distribution (%)			Soil Type
				Liquid Limit	Plasticity Index	Gravel (+ #4)	Sand	Silt/Clay (- #200)	
TP-2	6	5	89	21	4	4	44	52	CL-ML
TP-3	8	3	---	---	---	51	45	4	GP
TP-5	3½	12	76	44	17	15	58	27	SM
TP-6	2½	16	105	55	35	1	37	62	CH
TP-6	6½	28	---	62	35	9	69	22	SC

NP* = Non-Plastic

As part of the consolidation test procedure, water was added to the samples to assess moisture sensitivity when the samples were loaded to an equivalent pressure of approximately 1,000 psf. The native soils have a moderate to high potential for collapse (settlement) or expansion (heave) and a slight to high potential for compressibility under increased moisture contents and anticipated load conditions.

7.0 SUBSURFACE CONDITIONS

7.1 Soil Types

On the surface of the site, we encountered topsoil which is estimated to extend up to one foot in depth at the test pit locations. Below the topsoil we encountered layers of clay, sand, and gravel extending to depths of 2 to 12 feet below the existing ground surface. Graphical representations and detailed descriptions of the soils encountered are shown on Figure Nos. 3 through 9, *Test Pit Log* at the end of this report. Based on our experience and observations during field exploration, the clay soils visually was medium stiff in consistency and the sand and gravel soils visually had a relative density varying from medium dense to dense.

7.2 Groundwater Conditions

Groundwater was not encountered within the excavations at the depths explored. Note that groundwater levels will fluctuate in response to the season, precipitation, snow melt, irrigation, and other on and off-site influences. Quantifying these fluctuations would require long term monitoring, which is beyond the scope of this study. The contractor should be prepared to dewater excavations as needed.

8.0 SITE GRADING

8.1 General Site Grading

All surface vegetation and unsuitable soils (such as topsoil, organic soils, undocumented fill, soft, loose, or disturbed native soils, and any other inapt materials) should be removed from below foundations, floor slabs, exterior concrete flatwork, and pavement areas. We encountered topsoil on the surface of the site. The topsoil (including soil with roots larger than about ¼ inch in diameter) should be completely removed, even if found to extend deeper, along with any other unsuitable soils that may be encountered. Over-excavations below footings and slabs also may be needed, as discussed in Section 10.0.

Fill placed over large areas, even if only a few feet in depth, can cause consolidation in the underlying native soils resulting in settlement of the fill. Because the proposed building area of the site is relatively flat, we anticipate that up to 3 feet of grading fill will be placed. If more than 3 feet of grading fill will be placed above the existing surface (to raise site grades), Earthtec should be notified so that we may provide additional recommendations, if required. Such

recommendations will likely include placing the fill several weeks (or possibly more) prior to construction to allow settlement to occur.

8.2 Temporary Excavations

Temporary excavations that are less than 4 feet in depth and above groundwater should have side slopes no steeper than ½H:1V (Horizontal:Vertical). Temporary excavations where water is encountered in the upper 4 feet or that extend deeper than 4 feet below site grades should be sloped or braced in accordance with OSHA[2] requirements for Type C soils.

8.3 Fill Material Composition

The native soils are not suitable for use as placed and compacted structural fill. Excavated soils, including clay, may be stockpiled for use as fill in landscape areas.

Structural fill is defined as fill material that will ultimately be subjected to any kind of structural loading, such as those imposed by footings, floor slabs, pavements, etc. We recommend that a professional engineer or geologist verify that the structural fill to be used on this project meets the requirements, stated below. We recommend that structural fill consist of imported sandy/gravelly soils meeting the following requirements in the table below:

Table 2: Structural Fill Recommendations

Sieve Size/Other	Percent Passing (by weight)
4 inches	100
3/4 inches	70 – 100
No. 4	40 – 80
No. 40	15 – 50
No. 200	0 – 20
Liquid Limit	35 maximum
Plasticity Index	15 maximum

In some situations, particles larger than 4 inches and/or more than 30 percent coarse gravel may be acceptable but would likely make compaction more difficult and/or significantly reduce the possibility of successful compaction testing. Consequently, stricter quality control measures than normally used may be required, such as using thinner lifts and increased or full-time observation of fill placement.

We recommend that utility trenches below any structural load be backfilled using structural fill. Note that most local governments and utility companies require Type A-1-a or A-1-b (AASHTO classification) soils (which overall is stricter than our recommendations for structural fill) be used as backfill above utilities in certain areas. In other areas or situations, utility trenches may be backfilled with the native soil, but the contractor should be aware that native clay soils (as observed in the explorations) may be time consuming to compact due to potential difficulties in

[2] OSHA Health And Safety Standards, Final Rule, CFR 29, part 1926.

controlling the moisture content needed to obtain optimum compaction. All backfill soil should have a maximum particle size of 4 inches, a maximum Liquid Limit of 35 and a maximum Plasticity Index of 15.

If required (i.e. fill in submerged areas), we recommend that free draining granular material (clean sand and/or gravel) meet the following requirements in the table below:

Table 3: Free-Draining Fill Recommendations

Sieve Size/Other	Percent Passing (by weight)
3 inches	100
No. 10	0 – 25
No. 40	0 – 15
No. 200	0 – 5
Plasticity Index	Non-plastic

Three inch minus washed rock (sometimes called river rock or drain rock) and pea gravel materials usually meet these requirements and may be used as free draining fill. If free draining fill will be placed adjacent to soil containing a significant amount of sand or silt/clay, precautions should be taken to prevent the migration of fine soil into the free draining fill. Such precautions should include either placing a filter fabric between the free draining fill and the adjacent soil material, or using a well-graded, clean filtering material approved by the geotechnical engineer.

8.4 Fill Placement and Compaction

Fill should be placed on level, horizontal surfaces. Where fill will be placed on slopes steeper than 5H:1V, the existing ground should be benched prior to placing fill. We recommend bench heights of 1 to 4 feet, with the lowest bench being a minimum 3 feet below adjacent grade and at least 10 feet wide.

The thickness of each lift should be appropriate for the compaction equipment that is used. We recommend a maximum lift thickness prior to compaction of 4 inches for hand operated equipment, 6 inches for most "trench compactors" and 8 inches for larger rollers, unless it can be demonstrated by in-place density tests that the required compaction can be obtained throughout a thicker lift. The full thickness of each lift of structural fill placed should be compacted to at least the following percentages of the maximum dry density, as determined by ASTM D-1557:

- In landscape and other areas not below structurally loaded areas: 90%
- Less than 5 feet of fill below structurally loaded areas: 95%
- Greater than 5 feet of fill below structurally loaded areas: 98%

Generally, placing and compacting fill at moisture contents within ±2 percent of the optimum moisture content, as determined by ASTM D-1557, will facilitate compaction. Typically, the further the moisture content deviates from optimum the more difficult it will be to achieve the required compaction.

Fill should be tested frequently during placement and we recommend early testing to demonstrate that placement and compaction methods are achieving the required compaction. The contractor is responsible to ensure that fill materials and compaction efforts are consistent so that tested areas are representative of the entire fill.

8.5 Stabilization Recommendations

Near surface layers of clay soils may rut and pump during grading and construction. The likelihood of rutting and/or pumping, and the depth of disturbance, is proportional to the moisture content in the soil, the load applied to the ground surface, and the frequency of the load. Consequently, rutting and pumping can be minimized by avoiding concentrated traffic, minimizing the load applied to the ground surface by using lighter equipment, partially loaded equipment, tracked equipment, by working in dry times of the year, and/or by providing a working surface for equipment.

During grading the soil in any obvious soft spots should be removed and replaced with granular material. If rutting or pumping occurs traffic should be stopped in the area of concern. The soil in rutted areas should be removed and replaced with granular material. In areas where pumping occurs the soil should either be allowed to sit until pore pressures dissipate (several hours to several days) and the soil firms up or be removed and replaced with granular material. Typically, we recommend removal to a minimum depth of 24 inches.

For granular material, we recommend using angular well-graded gravel, such as pit run, or crushed rock with a maximum particle size of four inches. We suggest that the initial lift be approximately 12 inches thick and be compacted with a static roller-type compactor. A finer granular material such as sand, gravelly sand, sandy gravel or road base may also be used. Materials which are more angular and coarse may require thinner lifts in order to achieve compaction. We recommend that the fines content (percent passing the No. 200 sieve) be less than 15%, the liquid limit be less than 35, and the plasticity index be less than 15.

Using a geosynthetic fabric, such as Mirafi 600X or equivalent, may also reduce the amount of material required and avoid mixing of the granular material and the subgrade. If a fabric is used, following removal of disturbed soils and water, the fabric should be placed over the bottom and up the sides of the excavation a minimum of 24 inches. The fabric should be placed in accordance with the manufacturer's recommendations, including proper overlaps. The granular material should then be placed over the fabric in compacted lifts. Again, we suggest that the initial lift be approximately 12 inches thick and be compacted with a static roller-type compactor.

9.0 SEISMIC AND GEOLOGIC CONSIDERATIONS

9.1 Seismic Design

The State of Utah has adopted the 2015 International Building Code (IBC) for seismic design

and the structure should be designed in accordance with Chapter 16 of the IBC. The Site Class definitions in the IBC are based upon the soil properties in the upper 100 feet of the soil profile, according to Chapter 20 in ASCE 7. These properties are determined from sampler blow counts, undrained shear strength values, and/or shear velocity measurements. The code states, "When the soil properties are not known in sufficient detail to determine the site class, Site Class D shall be used unless the building official or geotechnical data determines that Site Class E or F soil is likely to be present at the site." Considering our experience in the vicinity of the site and based on the results of our field exploration, we recommend using Site Class D.

The site is located at approximately 40.521 degrees latitude and -112.295 degrees longitude. Using Site Class D, the design spectral response acceleration parameters are given below.

Table 4: Design Accelerations

S_S	F_a	S_{MS}	S_{DS}
0.782 g	1.187	0.929 g	0.619 g
S_1	**F_v**	**S_{M1}**	**S_{D1}**
0.274 g	1.853	0.507 g	0.338 g

S_S = Mapped spectral acceleration for short periods
S_1 = Mapped spectral acceleration for 1-second period
$S_{DS} = \frac{2}{3}S_{MS} = \frac{2}{3}(F_a \cdot S_s)$ = 5% damped design spectral response acceleration for short periods
$S_{D1} = \frac{2}{3}S_{MS} = \frac{2}{3}(F_v \cdot S_1)$ = 5% damped design spectral response acceleration for 1-second period

The residential structures should be designed in accordance with the 2015 International Residential Code (IRC). The IRC designates this area as a seismic design class D_0.

The site is located at approximately 40.521 degrees latitude and -112.295 degrees longitude from the approximate center of the site. The IRC site value for this property is 0.619g. The design spectral response acceleration parameters are given below.

Table 5: Design Acceleration for Short Period

S_S	F_a	Site Value (S_{DS})
		2/3 S_S*F_a
0.782 g	1.187	0.619 g

S_S = Mapped spectral acceleration for short periods
F_a = Site coefficient from Table 1613.3.3(1)
$S_{DS} = \frac{2}{3}S_{MS} = \frac{2}{3}(F_a \cdot S_s)$ = 5% damped design spectral response acceleration for short periods

9.2 Faulting

The subject property is located within the Intermountain Seismic Belt where the potential for active faulting and related earthquakes is present. Based upon several published geologic maps[3,4,5] the nearest mapped fault trace is the northern Oquirrh fault zone located about 2 miles

[3] U.S. Geologic Survey, Quaternary Fault and Fold Database of the United States, November 10, 2010.
[4] Utah Geological Survey, Utah Earthquakes (1850-2016) and Quaternary Faults, Map 277, Bowman and Arabaz, 2017.

east of the site. Based upon another published geologic map[6], an active fault is located more than 500 feet west of the site.

9.3 Liquefaction Potential

According to current liquefaction maps[7] for Tooele County, the site is located within an area designated as "Very Low" in liquefaction potential. Liquefaction can occur when saturated subsurface soils below groundwater lose their inter-granular strength due to an increase in soil pore water pressures during a dynamic event such as an earthquake.

Loose, saturated sands are most susceptible to liquefaction, but some loose, saturated gravels and relatively sensitive silt to low-plasticity silty clay soils can also liquefy during a seismic event. Subsurface soils were composed of clay, sand and gravel soils. The soils encountered at this project do not appear liquefiable, but the liquefaction susceptibility of underlying soils (deeper than our explorations) is not known and would require deeper explorations to quantify.

10.0 FOUNDATIONS

10.1 General

The foundation recommendations presented in this report are based on the soil conditions encountered during our field exploration, the results of laboratory testing of samples of the native soils, the site grading recommendations presented in this report, and the foundation loading conditions presented in Section 3.0, *Proposed Construction*, of this report. If loading conditions and assumptions related to foundations are significantly different, Earthtec should be notified so that we can re-evaluate our design parameters and estimates (higher loads may cause more settlement), and to provide additional recommendations if necessary.

Conventional strip and spread footings may be used to support the proposed structures after appropriate removals as outlined in Section 8.1. Foundations should not be installed on topsoil, undocumented fill, debris, combination soils, organic soils, frozen soil, or in ponded water. If foundation soils become disturbed during construction, they should be removed or compacted.

To address the expansive potential, foundations and slabs should be constructed using one of several alternatives, as follows:

- Remove the expansive soils to support all footings. Conventional strip footings, spread footings and slabs may be placed entirely on native non-porous gravel soils or entirely on a minimum of 24 inches of structural fill.

[5] Utah Geologic Survey, Supplement Map to Utah Geologic Survey Circular 106, Surface Fault Rupture Special Study Areas, Wasatch Front, Utah, Christenson and Shaw, 2008.
[6] Utah Geologic Survey, Survey Notes, Volume 49, Number 2, Tooele 30' x 60' Quadrangle Geologic Map, Faults, Lakes, and Resources, Donald L. Clark, May 2017.
[7] Utah Geological Survey, Liquefaction Susceptibility Map for Tooele Valley, Tooele County, Utah, Public Information Series 88, August 2003.

10.2 Strip/Spread Footings

We recommend that conventional strip and spread foundations be constructed entirely on firm, undisturbed, uniform, non-porous gravel soils, or entirely on a minimum of 24 inches of properly placed, compacted, and tested structural fill extending to undisturbed native soils. For foundation design we recommend the following:

- Footings founded on native non-porous gravel soils or a minimum of 24 inches of structural fill may be designed using a maximum allowable bearing capacity of 2,000 pounds per square foot. The values for vertical foundation pressure can be increased by one-third for wind and seismic conditions per Section 1806.1 when used with the Alternative Basic Load Combinations found in Section 1605.3.2 of the 2015 International Building Code.
- Continuous and spot footings should be uniformly loaded and should have a minimum width of 20 and 30 inches, respectively.
- Exterior footings should be placed below frost depth which is determined by local building codes. In general, 30 inches of cover is adequate for most sites; however local code should be verified by the end design professional. Interior footings, not subject to frost (heated structures), should extend at least 18 inches below the lowest adjacent grade.
- Foundation walls and footings should be properly reinforced to resist all vertical and lateral loads and differential settlement.
- The bottom of footing excavations should be compacted with at least 4 passes of an approved non-vibratory roller prior to erection of forms or placement of structural fill to densify soils that may have been loosened during excavation and to identify soft spots. If soft areas are encountered, they should be stabilized as recommended in Section 8.5.
- Footing excavations should be observed by the geotechnical engineer prior to beginning footing construction to evaluate whether suitable bearing soils have been exposed and whether excavation bottoms are free of loose or disturbed soils.
- Structural fill used below foundations should extend laterally a minimum of 6 inches for every 12 vertical inches of structural fill placed. For example, if 18 inches of structural fill is required to bring the excavation to footing grade, the structural fill should extend laterally a minimum of 9 inches beyond the edge of the footings on both sides.

10.3 Estimated Settlements

If the proposed foundations are properly designed and constructed using the parameters provided above, we estimate that total settlements should not exceed one inch and differential settlements should be one-half of the total settlement over a 25-foot length of continuous foundation, for non-earthquake conditions. Additional settlement could occur during a seismic event due to ground shaking, if more than 3 feet of grading fill is placed above the existing ground surface, if loading conditions are greater than anticipated in Section 3, and/or if foundation soils are allowed to become wetted.

10.4 Lateral Earth Pressures

Below grade walls act as soil retaining structures and should be designed to resist pressures induced by the backfill soils. The lateral pressures imposed on a retaining structure are dependent on the rigidity of the structure and its ability to resist rotation. Most retaining walls that can rotate or move slightly will develop an active lateral earth pressure condition. Structures that are not allowed to rotate or move laterally, such as subgrade basement walls, will develop an at-rest lateral earth pressure condition. Lateral pressures applied to structures may be computed by multiplying the vertical depth of backfill material by the appropriate equivalent fluid density. Any surcharge loads in excess of the soil weight applied to the backfill should be multiplied by the appropriate lateral pressure coefficient and added to the soil pressure. For static conditions the resultant forces are applied at about one-third the wall height (measured from bottom of wall). For seismic conditions, the resultant forces are applied at about two-third times the height of the wall both measured from the bottom of the wall. The lateral pressures presented in the table below are based on drained, horizontally placed native soils as backfill material using a 32° friction angle and a dry unit weight of 125 pcf.

Table 6: Lateral Earth Pressures (Static and Dynamic)

Condition	Case	Lateral Pressure Coefficient	Equivalent Fluid Pressure (pcf)
Active	Static	0.31	38
	Seismic	0.40	50
At-Rest	Static	0.47	59
	Seismic	0.65	82
Passive	Static	3.25	407
	Seismic	4.92	615

*Seismic values combine the static and dynamic values

These pressure values do not include any surcharge and are based on a relatively level ground surface at the top of the wall and drained conditions behind the wall. It is important that water is not allowed to build up (hydrostatic pressures) behind retaining structures. Retaining walls should incorporate drainage behind the walls as appropriate, and surface water should be directed away from the top and bottom of the walls.

Lateral loads are typically resisted by friction between the underlying soil and footing bottoms. Resistance to sliding may incorporate the friction acting along the base of foundations, which may be computed using a coefficient of friction of soils against concrete of 0.55 for native gravels or structural fill meeting the recommendations presented herein.

For structures that fall under IBC guidelines: allowable stress design, the lateral resistance may be computed using Section 1807 of the 2015 International Building Code and all sections referenced therein. Retaining wall lateral resistance design should further reference Section 1807.2.3 for reference of Safety Factors. Retaining systems are assumed to be founded upon and backfilled with granular structural fill. If backfilling with clay or silt, it is required to contact Earthtec prior to construction for further review and recommendations. The values for lateral

foundation pressure can be increased by one-third for wind and seismic conditions per Section 1806.1 when used with the Alternative Basic Load Combinations found in Section 1605.3.2 of the 2015 International Building Code.

For structures that fall under IRC guidelines: concrete or masonry walls shall be selected and constructed in accordance to the provision of Section R404 of the 2015 International Residential Code or sections referenced therein. Retaining wall lateral resistance design should further reference Section R404.4 for reference of Safety Factors.

The pressure and coefficient values presented above are ultimate; therefore, an appropriate factor of safety may need to be applied to these values for design purposes. The appropriate factor of safety will depend on the design condition and should be determined by the project structural engineer.

11.0 FLOOR SLABS AND FLATWORK

Concrete floor slabs and exterior flatwork may be supported on undisturbed, native, non-porous, gravel soils or on a minimum of 12 inches of properly placed and compacted structural fill after appropriate removals and grading as outlined in Section 8.1 are completed. We recommend placing a minimum 4 inches of free-draining fill material (see Section 8.3) beneath floor slabs to facilitate construction, act as a capillary break, and aid in distributing floor loads. For exterior flatwork, we recommend placing a minimum 4 inches of road-base material. Prior to placing the free-draining fill or road-base materials, the native sub-grade should be proof-rolled to identify soft spots, which should be stabilized as discussed above in Section 8.5.

For slab design, we recommend using a modulus of sub-grade reaction of 120 pounds per cubic inch. The thickness of slabs supported directly on the ground shall not be less than 3½ inches. A 6-mil polyethylene vapor retarder with joints lapped not less than 6 inches shall be placed between the ground surface and the concrete, as per Section 1907.1 of the 2015 International Building Code.

To help control normal shrinkage and stress cracking, we recommend that floor slabs have adequate reinforcement for the anticipated floor loads with the reinforcement continuous through interior floor joints, frequent crack control joints, and non-rigid attachment of the slabs to foundation and bearing walls. Special precautions should be taken during placement and curing of all concrete slabs and flatwork. Excessive slump (high water-cement ratios) of the concrete and/or improper finishing and curing procedures used during hot or cold weather conditions may lead to excessive shrinkage, cracking, spalling, or curling of slabs. We recommend all concrete placement and curing operations be performed in accordance with American Concrete Institute (ACI) codes and practices.

12.0 DRAINAGE

12.1 Surface Drainage

Due to the collapse/expansive potential of native soils, wetting of subsurface soils (including those below foundations) could result in adverse settlement. Accordingly, we recommend the following:

- The contractor should take precautions to prevent significant wetting of the soil at the base of the excavation. Such precautions may include: grading to prevent runoff from entering the excavation, excavating during normally dry times of the year, covering the base of the excavation if significant rain or snow is forecast, backfill at the earliest possible date, frame floors and/or the roof at the earliest possible date, other precautions that might become evident during construction.
- Adequate compaction of foundation wall backfill should be provided i.e. a minimum of 90% of ASTM D-1557. Water consolidation methods should not be used.
- The ground surface should be graded to drain away from the building in all directions. We recommend a minimum fall of 10 inches in the first 10 feet.
- Roof runoff should be collected in rain gutters with down spouts designed to discharge well outside of the backfill limits, or at least 10 feet from foundations, whichever is greater.
- Sprinkler nozzles should be aimed away, and all sprinkler components kept at least 10 feet, from foundation walls. A drip irrigation system may be utilized in landscaping areas within 10 feet of foundation walls to minimize water intrusion at foundation backfill. Also, sprinklers should not be placed at the top or on the face of slopes. Sprinkler systems should be designed with proper drainage and well maintained. Over-watering should be avoided.
- Any additional precautions which may become evident during construction.

12.2 Subsurface Drainage

Groundwater was not encountered during our field exploration; thus, it is our opinion that perimeter foundation drains are not needed for this project. However, if foundation drains are constructed for the proposed homes, the recommendations presented below should be followed during design and construction of the foundation drains.

- A perforated 4-inch minimum diameter pipe should be enveloped in at least 12 inches of free-draining gravel and placed adjacent to the perimeter footings. The perforations should be oriented such that they are not located on the bottom side of the pipe, as much as possible. The free-draining gravel should consist of primarily ¾- to 2-inch size gravel having less than 5 percent passing the No. 4 sieve and should be wrapped with a separation fabric such as Mirafi 140N or equivalent.
- The highest point of the perforated pipe bottom should be equal to the bottom elevation of

the footings. The pipe should be uniformly graded to drain to an appropriate outlet (storm drain, land drain, other gravity outlet, etc.) or to one or more sumps where water can be removed by pumping.

- A perforated 4-inch minimum diameter pipe should be installed in all window wells and connected to the foundation drain.
- To facilitate drainage beneath basement floor slabs we recommend that the minimum thickness of free-draining fill beneath the slabs be increased to at least 10 inches (approximately equal to the bottom of footing elevations). A separation fabric such as Mirafi 140N or equivalent should be placed beneath the free-draining gravel. Connections should be made to allow any water beneath the slabs to reach the perimeter foundation drain.
- The drain system should be periodically inspected and clean-outs should be installed for the foundation drain to allow occasional cleaning/purging, as needed. Proper drain operation depends on proper construction and maintenance.

Walls or portions thereof that retain earth and enclose interior spaces and floors below grade shall conform to Section 1805 of the 2015 International Building Code for damp proofing and water proofing.

13.0 PAVEMENT RECOMMENDATIONS

We understand that asphalt paved parking and drive areas and residential streets will be constructed as part of the project. The native soils encountered beneath the topsoil during our field exploration were predominantly composed of gravel. We estimate that a California Bearing Ratio (CBR) value of 8 is appropriate for these soils. Also, the near-surface native soils are potentially collapsible/expansive, and over-excavation may be needed to minimize the potential settlement/heaving of pavements. If the topsoil is left beneath concrete flatwork and pavement areas, increased maintenance costs over time should be anticipated.

We anticipate that the traffic volume will be about 2,000 vehicles (6.1 ESAL) a day or less for the parking and drive areas and residential streets, consisting of mostly cars and pickup trucks, with a daily delivery truck and a weekly garbage truck. Based on these traffic parameters, the estimated CBR given above, and the procedures and typical design inputs outlined in the UDOT Pavement Design Manual (1998), we recommend the minimum asphalt pavement section presented below.

Table 7: Pavement Section Recommendations

Asphalt Thickness (in)	Compacted Roadbase Thickness (in)	Compacted Subbase Thickness (in)
3	6*	0

* Stabilization may be required

If the pavement will be required to support construction traffic, more than an occasional semi-

tractor or fire truck, or more traffic than listed above, our office should be notified so that we can re-evaluate the pavement section recommendations. The following also apply:

- The subgrade should be prepared by proof rolling to a firm, non-yielding surface, with any identified soft areas stabilized as discussed above in Section 8.5.
- Site grading fills below the pavements should meet structural fill composition and placement recommendations per Sections 8.3 and 8.4 herein.
- Asphaltic concrete, aggregate base and sub-base material composition should meet local, APWA or UDOT requirements.
- Aggregate base and sub-base is compacted to local, APWA, or UDOT requirements, or to at least 95 percent of maximum dry density (ASTM D 1557).
- Asphaltic concrete is compacted to local or UDOT requirements, or to at least 96 percent of the laboratory Marshall density (ASTM D 6927).

Due to high static loads imposed by at dumpster locations, we recommend that a rigid pavement section for these areas of a minimum of six (6) inches of Portland Cement Concrete (PCC) over a minimum of six (6) inches of aggregate base material. The aggregate base material should meet local, APWA or UDOT requirements and should be compacted to local, APWA, or UDOT requirements, or to at least 95 percent of maximum dry density (ASTM D1557).

14.0 SLOPE STABILITY

We evaluated the stability of the existing slopes at locations as shown in Figure No. 2, *Aerial Photograph Showing Location of Test Pits and Slope Cross-Section.* Direct shear testing was completed on two soil samples obtained during the site investigation and can be found on Figure Nos. 13 through 14, *Direct Shear Test.* Testing indicated an internal angle of friction angles of 34 to 36 degrees and cohesion of 40 to 80 pounds per square foot (psf) for the gravel soils. We used the following soil strength parameters to run the slope stabilities on this lot:

Table 8: Soil Strength Parameters

Soil Classification	Moist Unit Weight (pcf)	Friction Angle (ϕ)	Cohesion (psf)
GM	120	34	60
GP	125	32	20

For the seismic (pseudostatic) analysis, a peak horizontal ground acceleration of 0.301g for the 2% probability of exceedance in 50 years was obtained for site (grid) locations of 40.521 degrees north latitude and -112.295 degrees west longitude. Typically, one-half this value is utilized in analysis. A peak horizontal ground acceleration of 0.150 was used as the pseudostatic coefficient for the stability analysis.

We evaluated the stability of the proposed site using the computer program XSTABL. This program uses a limit equilibrium (Bishop's modified) method for calculating factors of safety against sliding on an assumed failure surface and evaluates numerous potential failure surfaces, with the most critical failure surface identified as the one yielding the lowest factor of safety of those evaluated. The configuration analyzed was based on the historical photographs, our observations during the field investigation, and available topographic maps. The cross-section analyzed is shown on Figure No. 2, *Aerial Photograph Showing Location of Test Pits and Slope Cross-Section*.

A water table was modeled at a minimum 15 feet below the existing ground surface even through groundwater was not encountered during the field exploration. Typically, the required minimum factors of safety are 1.5 for static conditions and 1.0 for seismic (pseudostatic) conditions. The results of our analyses indicate that the slope configuration for the site is stable under the modeled conditions. The slope stability data are attached as Figure Nos. 15 and 16, *Stability Results*. If unretained cuts greater than 5 feet on the slope area are planned or retaining walls, we recommend that further analysis of the slope be performed.

15.0 GENERAL CONDITIONS

The exploratory data presented in this report was collected to provide geotechnical design recommendations for this project. The explorations may not be indicative of subsurface conditions outside the study area or between points explored and thus have a limited value in depicting subsurface conditions for contractor bidding. Variations from the conditions portrayed in the explorations may occur and which may be sufficient to require modifications in the design. If during construction, conditions are different than presented in this report, Earthtec should be advised immediately so that the appropriate modifications can be made.

The findings and recommendations presented in this geotechnical report were prepared in accordance with generally accepted geotechnical engineering principles and practice in this area of Utah at this time. No warranty or representation is intended in our proposals, contracts, letters, or reports.

This geotechnical report is based on relatively limited subsurface explorations and laboratory testing. Subsurface conditions may differ in some locations of the site from those described herein, which may require additional analyses and possibly modified recommendations. Thus, we strongly recommend consulting with Earthtec regarding any changes made during design and construction of the project from those discussed herein. Failure to consult with Earthtec regarding any such changes relieves Earthtec from any liability arising from changed conditions at the site.

To maintain continuity, Earthtec should also perform materials testing and special inspections

for this project. The recommendations presented herein are based on the assumption that an adequate program of tests and observations will be followed during construction to verify compliance with our recommendations. We also assume that we will review the project plans and specifications to verify that our conclusions and recommendations are incorporated and remain appropriate (based on the actual design). Earthtec should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Earthtec also should be retained to provide observation and testing services during grading, excavation, foundation construction, and other earth-related construction phases of the project.

We appreciate the opportunity of providing our services on this project. If we can answer questions or be of further service, please contact Earthtec at your convenience.

Respectfully;

EARTHTEC ENGINEERING

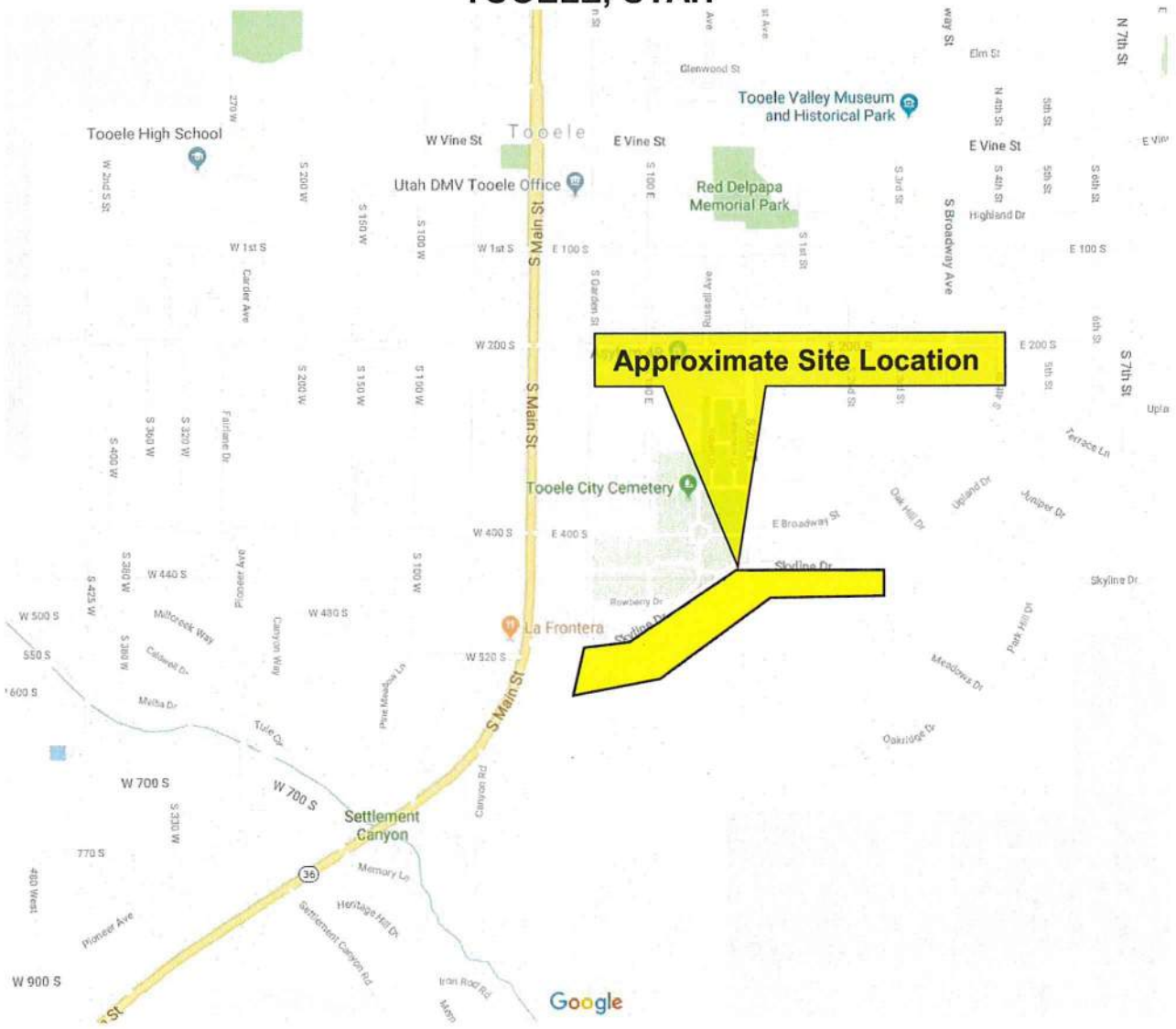
Jeremy A. Balleck, E.I.T.
Staff Engineer

PROFESSIONAL ENGINEER
No. 5567049-2202
TIMOTHY ALLAN MITCHELL
Electronically generated on 1/14/2019
STATE OF UTAH

Timothy A. Mitchell, P.E.
Geotechnical Engineer

VICINITY MAP

14 ACRE DEVELOPMENT
100 EAST SKYLINE DRIVE
TOOELE, UTAH



N

Not to Scale

PROJECT NO.: 189148	EARTHTEC ENGINEERING	FIGURE NO.: 1

AERIAL PHOTOGRAPH SHOWING LOCATION OF TEST PITS AND SLOPE CROSS-SECTION

14 ACRE DEVELOPMENT
100 EAST SKYLINE DRIVE
TOOELE, UTAH

Approximate Test Pit Locations

Slope Cross-Section Location

N

Not to Scale

PROJECT NO.: 189148	EARTHTEC ENGINEERING	FIGURE NO.: 2

TEST PIT LOG
NO.: TP-1

PROJECT: 14 Acre Development
CLIENT: Sanctuary Development Group
LOCATION: See Figure 2
OPERATOR: JSI Excavation
EQUIPMENT: Mini Excavator
DEPTH TO WATER; INITIAL ▽ :

PROJECT NO.: 189148
DATE: 10/31/18
ELEVATION: Not Measured
LOGGED BY: J. Balleck
AT COMPLETION ▼ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS: Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests
0			TOPSOIL, silty sand, dry, brown									
1		GM	Silty GRAVEL with sand, dense (estimated), dry, brown, cobbles, some boulders									
2				X								DS
3			Maximum depth explored approximately 2 feet due to equipment refusal									
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												

Notes: No groundwater encountered.

Tests Key
CBR = California Bearing Ratio
C = Consolidation
R = Resistivity
DS = Direct Shear
SS = Soluble Sulfates
B = Burnoff

PROJECT NO.: 189148

EARTHTEC ENGINEERING

FIGURE NO.: 3

LOG OF TESTPIT 189148 LOGS.GPJ EARTHTEC.GDT 11/30/18

TEST PIT LOG
NO.: TP-2

PROJECT: 14 Acre Development
CLIENT: Sanctuary Development Group
LOCATION: See Figure 2
OPERATOR: JSI Excavation
EQUIPMENT: Mini Excavator
DEPTH TO WATER; INITIAL ▽ :

PROJECT NO.: 189148
DATE: 10/31/18
ELEVATION: Not Measured
LOGGED BY: J. Balleck
AT COMPLETION ▼ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS: Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests
0			TOPSOIL, silty sand, dry, brown									
1–7		GM	Silty GRAVEL with sand, dense (estimated), dry, brown, cobbles, some boulders, matrix supported, porous									
6–7			... sandy silty clay matrix tested		5	89	21	4	4	44	52	C
7			Maximum depth explored approximately 7 feet due to equipment refusal									

Notes: No groundwater encountered.

Tests Key
CBR = California Bearing Ratio
C = Consolidation
R = Resistivity
DS = Direct Shear
SS = Soluble Sulfates
B = Burnoff

PROJECT NO.: 189148

EARTHTEC ENGINEERING

FIGURE NO.: 4

LOG OF TESTPIT 189148 LOGS.GPJ EARTHTEC.GDT 11/30/18

TEST PIT LOG
NO.: TP-3

PROJECT: 14 Acre Development
CLIENT: Sanctuary Development Group
LOCATION: See Figure 2
OPERATOR: JSI Excavation
EQUIPMENT: Mini Excavator
DEPTH TO WATER; INITIAL ▽ :

PROJECT NO.: 189148
DATE: 10/31/18
ELEVATION: Not Measured
LOGGED BY: J. Balleck
AT COMPLETION ▼ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS: Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests
0			TOPSOIL, silty sand, dry, brown									
1												
2			Poorly Graded GRAVEL with sand, dense (estimated), dry, light brown, cobbles, boulders									
3												
4				X								
5		GP										
6												
7												
8				X	3				51	45	4	
9			Maximum depth explored approximately 9 feet									
10												
11												
12												
13												
14												
15												

Notes: No groundwater encountered.

Tests Key
CBR = California Bearing Ratio
C = Consolidation
R = Resistivity
DS = Direct Shear
SS = Soluble Sulfates
B = Burnoff

PROJECT NO.: 189148

EARTHTEC ENGINEERING

FIGURE NO.: 5

LOG OF TESTPIT 189148 LOGS.GPJ EARTHTEC.GDT 11/30/18

TEST PIT LOG
NO.: TP-4

PROJECT: 14 Acre Development
CLIENT: Sanctuary Development Group
LOCATION: See Figure 2
OPERATOR: JSI Excavation
EQUIPMENT: Mini Excavator
DEPTH TO WATER; INITIAL ▽ :

PROJECT NO.: 189148
DATE: 10/31/18
ELEVATION: Not Measured
LOGGED BY: J. Balleck
AT COMPLETION ▼ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS: Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests
0			TOPSOIL, silty sand, dry, brown									
1–5		GM	Silty GRAVEL with sand, dense (estimated), dry to moist, white, cobbles, some calcifed layers	X								
5–11		GP	Poorly Graded GRAVEL with sand, dense (estimated), moist, brown, some cobbles	X								DS
11			Maximum depth explored approximately 11 feet									
12–15												

Notes: No groundwater encountered.

Tests Key
CBR = California Bearing Ratio
C = Consolidation
R = Resistivity
DS = Direct Shear
SS = Soluble Sulfates
B = Burnoff

PROJECT NO.: 189148

EARTHTEC ENGINEERING

FIGURE NO.: 6

LOG OF TESTPIT 189148 LOGS.GPJ EARTHTEC.GDT 11/30/18

TEST PIT LOG
NO.: TP-5

PROJECT: 14 Acre Development
CLIENT: Sanctuary Development Group
LOCATION: See Figure 2
OPERATOR: JSI Excavation
EQUIPMENT: Mini Excavator
DEPTH TO WATER; INITIAL ▽ :

PROJECT NO.: 189148
DATE: 10/31/18
ELEVATION: Not Measured
LOGGED BY: J. Balleck
AT COMPLETION ▼ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS: Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests
0			TOPSOIL, silty sand, dry, brown									
1–5		GM	Silty GRAVEL with sand, dense (estimated), dry, white to light brown, matrix supported, slightly porous									
4			... silty sand with gravel matrix tested		12	76	44	17	15	58	27	C
5–10		GC	Clayey GRAVEL with sand, dense (estimated), moist, light brown									
10			Maximum depth explored approximately 10 feet									

Notes: No groundwater encountered.

Tests Key
CBR = California Bearing Ratio
C = Consolidation
R = Resistivity
DS = Direct Shear
SS = Soluble Sulfates
B = Burnoff

PROJECT NO.: 189148

EARTHTEC ENGINEERING

FIGURE NO.: 7

LOG OF TESTPIT 189148 LOGS.GPJ EARTHTEC.GDT 11/30/18

TEST PIT LOG
NO.: TP-6

PROJECT: 14 Acre Development
CLIENT: Sanctuary Development Group
LOCATION: See Figure 2
OPERATOR: JSI Excavation
EQUIPMENT: Mini Excavator
DEPTH TO WATER; INITIAL ▽ :

PROJECT NO.: 189148
DATE: 10/31/18
ELEVATION: Not Measured
LOGGED BY: J. Balleck
AT COMPLETION ▼ :

Depth (Ft.)	Graphic Log	USCS	Description	Samples	TEST RESULTS							
					Water Cont. (%)	Dry Dens. (pcf)	LL	PI	Gravel (%)	Sand (%)	Fines (%)	Other Tests
0			TOPSOIL, lean to fat clay, moist, brown									
1		CH	Sandy Fat CLAY, medium stiff (estimated), moist, brown, blocky, roots down to 4'									
2												
3				■	16	105	55	35	1	37	62	C
4												
5												
6				■								
7		SC	Clayey SAND, medium dense to dense (estimated), moist, white,	■	28		62	35	9	69	22	
8												
9			... calcifed layers									
10												
11												
12				X								
			Maximum depth explored approximately 12 feet									
13												
14												
15												

Notes: No groundwater encountered.

Tests Key
CBR = California Bearing Ratio
C = Consolidation
R = Resistivity
DS = Direct Shear
SS = Soluble Sulfates
B = Burnoff

PROJECT NO.: 189148

EARTHTEC ENGINEERING

FIGURE NO.: 8

LOG OF TESTPIT 189148 LOGS.GPJ EARTHTEC.GDT 11/30/18

LEGEND

PROJECT: 14 Acre Development **DATE:** 10/31/18
CLIENT: Sanctuary Development Group **LOGGED BY:** J. Balleck

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR SOIL DIVISIONS			USCS SYMBOL	TYPICAL SOIL DESCRIPTIONS
COARSE GRAINED SOILS (More than 50% retaining on No. 200 Sieve)	GRAVELS (More than 50% of coarse fraction retained on No. 4 Sieve)	CLEAN GRAVELS (Less than 5% fines)	GW	Well Graded Gravel, May Contain Sand, Very Little Fines
			GP	Poorly Graded Gravel, May Contain Sand, Very Little Fines
		GRAVELS WITH FINES (More than 12% fines)	GM	Silty Gravel, May Contain Sand
			GC	Clayey Gravel, May Contain Sand
	SANDS (50% or more of coarse fraction passes No. 4 Sieve)	CLEAN SANDS (Less than 5% fines)	SW	Well Graded Sand, May Contain Gravel, Very Little Fines
			SP	Poorly Graded Sand, May Contain Gravel, Very Little Fines
		SANDS WITH FINES (More than 12% fines)	SM	Silty Sand, May Contain Gravel
			SC	Clayey Sand, May Contain Gravel
FINE GRAINED SOILS (More than 50% passing No. 200 Sieve)	SILTS AND CLAYS (Liquid Limit less than 50)		CL	Lean Clay, Inorganic, May Contain Gravel and/or Sand
			ML	Silt, Inorganic, May Contain Gravel and/or Sand
			OL	Organic Silt or Clay, May Contain Gravel and/or Sand
	SILTS AND CLAYS (Liquid Limit Greater than 50)		CH	Fat Clay, Inorganic, May Contain Gravel and/or Sand
			MH	Elastic Silt, Inorganic, May Contain Gravel and/or Sand
			OH	Organic Clay or Silt, May Contain Gravel and/or Sand
HIGHLY ORGANIC SOILS			PT	Peat, Primarily Organic Matter

SAMPLER DESCRIPTIONS

- SPLIT SPOON SAMPLER (1 3/8 inch inside diameter)
- MODIFIED CALIFORNIA SAMPLER (2 inch outside diameter)
- SHELBY TUBE (3 inch outside diameter)
- BLOCK SAMPLE
- BAG/BULK SAMPLE

WATER SYMBOLS

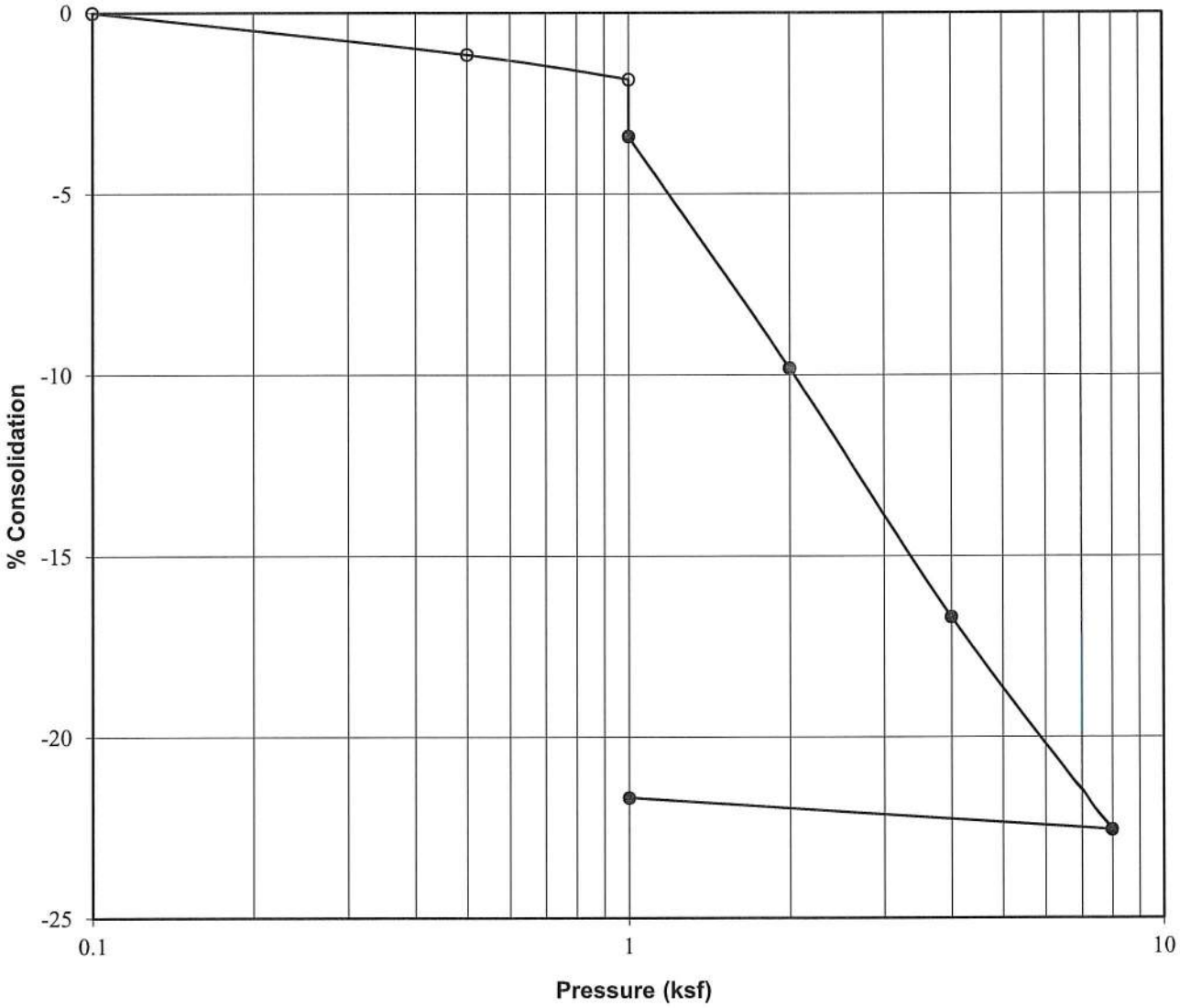
- Water level encountered during field exploration
- Water level encountered at completion of field exploration

NOTES:
1. The logs are subject to the limitations, conclusions, and recommendations in this report.
2. Results of tests conducted on samples recovered are reported on the logs and any applicable graphs.
3. Strata lines on the logs represent approximate boundaries only. Actual transitions may be gradual.
4. In general, USCS symbols shown on the logs are based on visual methods only: actual designations (based on laboratory tests) may vary.

PROJECT NO.: 189148 **FIGURE NO.:** 9

LEGEND 189148.LOGS.GPJ EARTHTEC.GDT 11/30/18

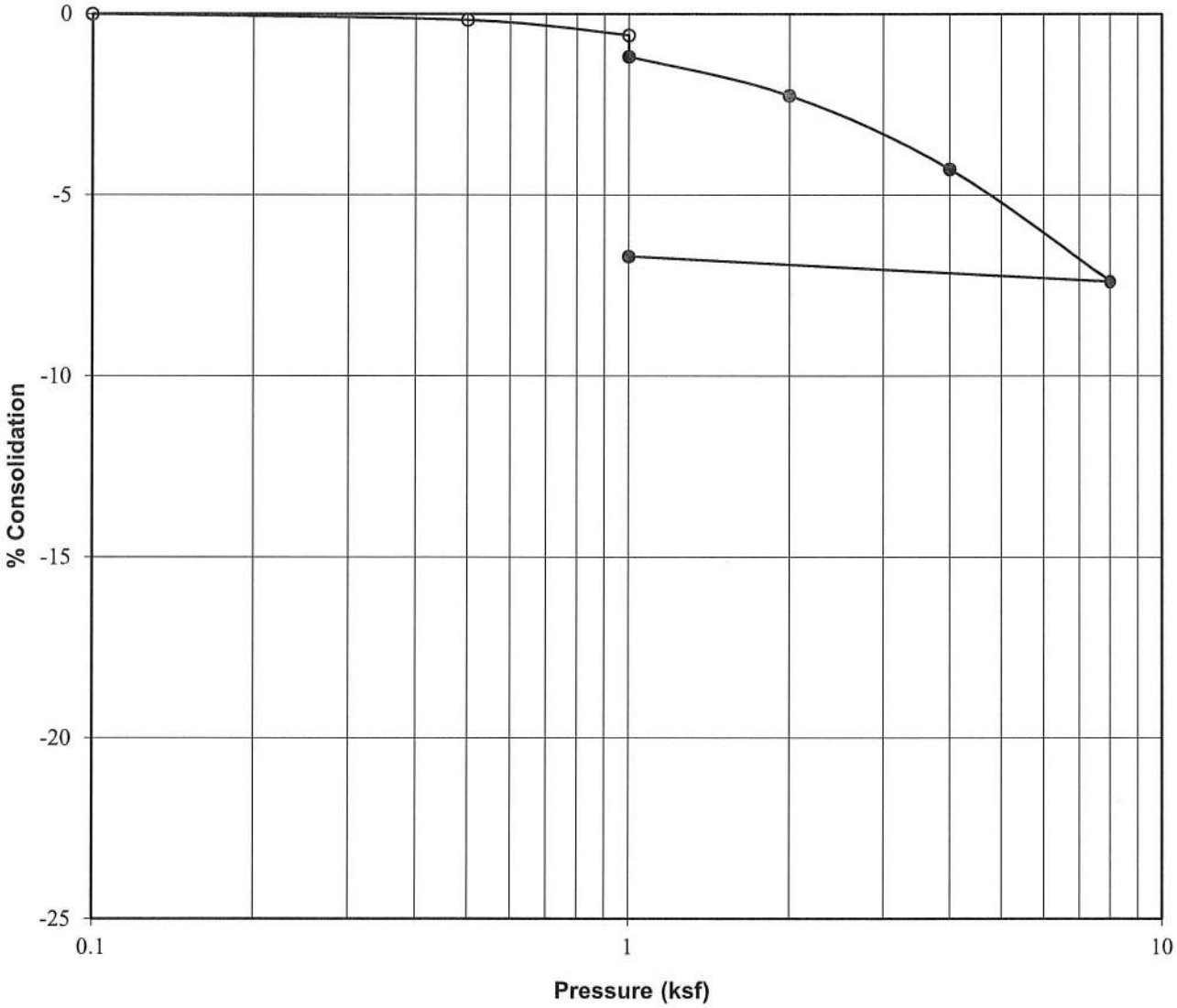
CONSOLIDATION - SWELL TEST



Project:	14 Acre Development
Location:	TP-2
Sample Depth, ft:	6
Description:	Block
Soil Type:	Sandy Silty CLAY (CL-ML)
Natural Moisture, %:	5
Dry Density, pcf:	89
Liquid Limit:	21
Plasticity Index:	4
Water Added at:	1 ksf
Percent Collapse:	1.6

PROJECT NO.: 189148	EARTHTEC ENGINEERING	**FIGURE NO.:** 10

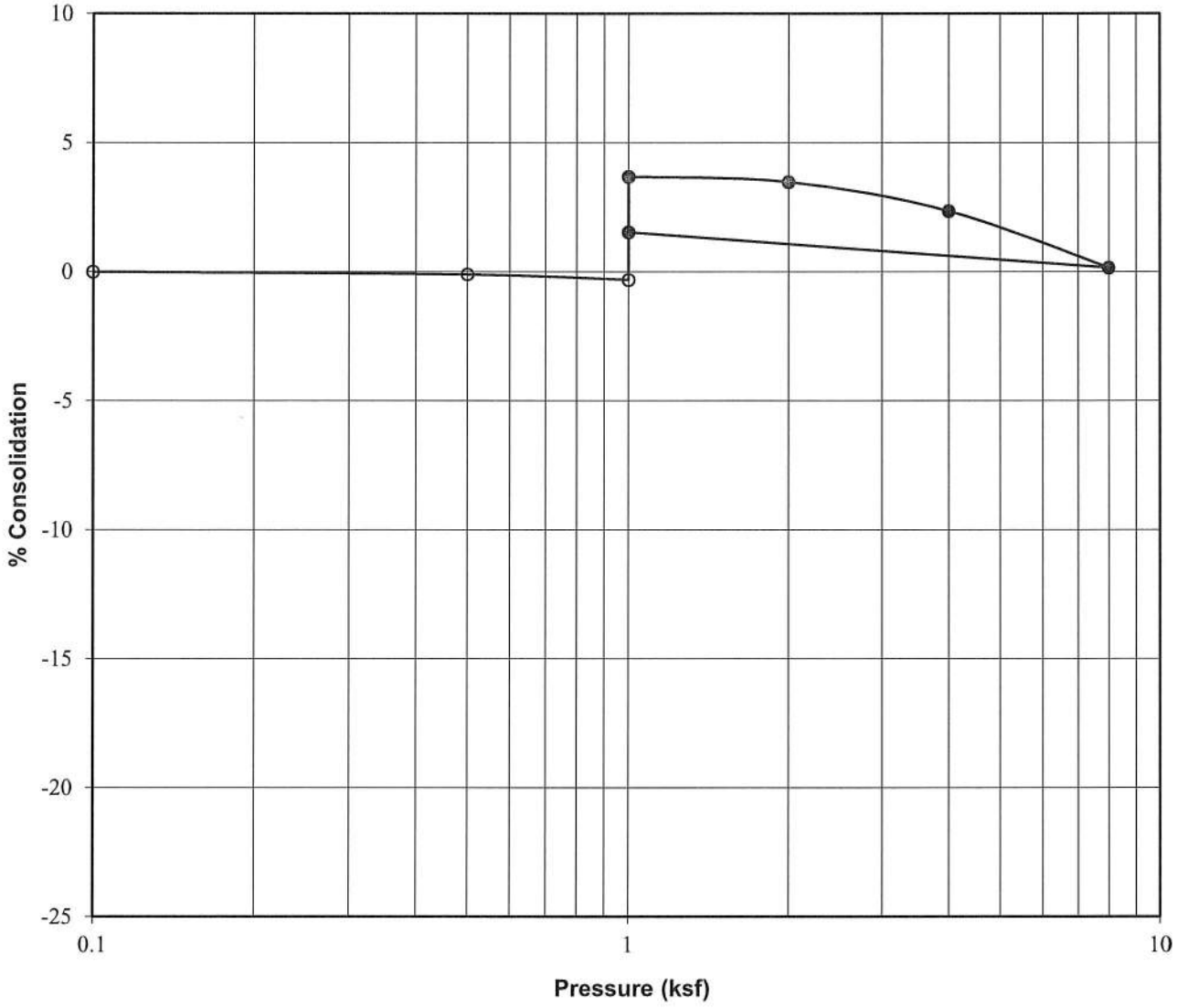
CONSOLIDATION - SWELL TEST



Project:	14 Acre Development
Location:	TP-5
Sample Depth, ft:	3½
Description:	Block
Soil Type:	Silty SAND with gravel (SM)
Natural Moisture, %:	12
Dry Density, pcf:	76
Liquid Limit:	44
Plasticity Index:	17
Water Added at:	1 ksf
Percent Collapse:	0.6

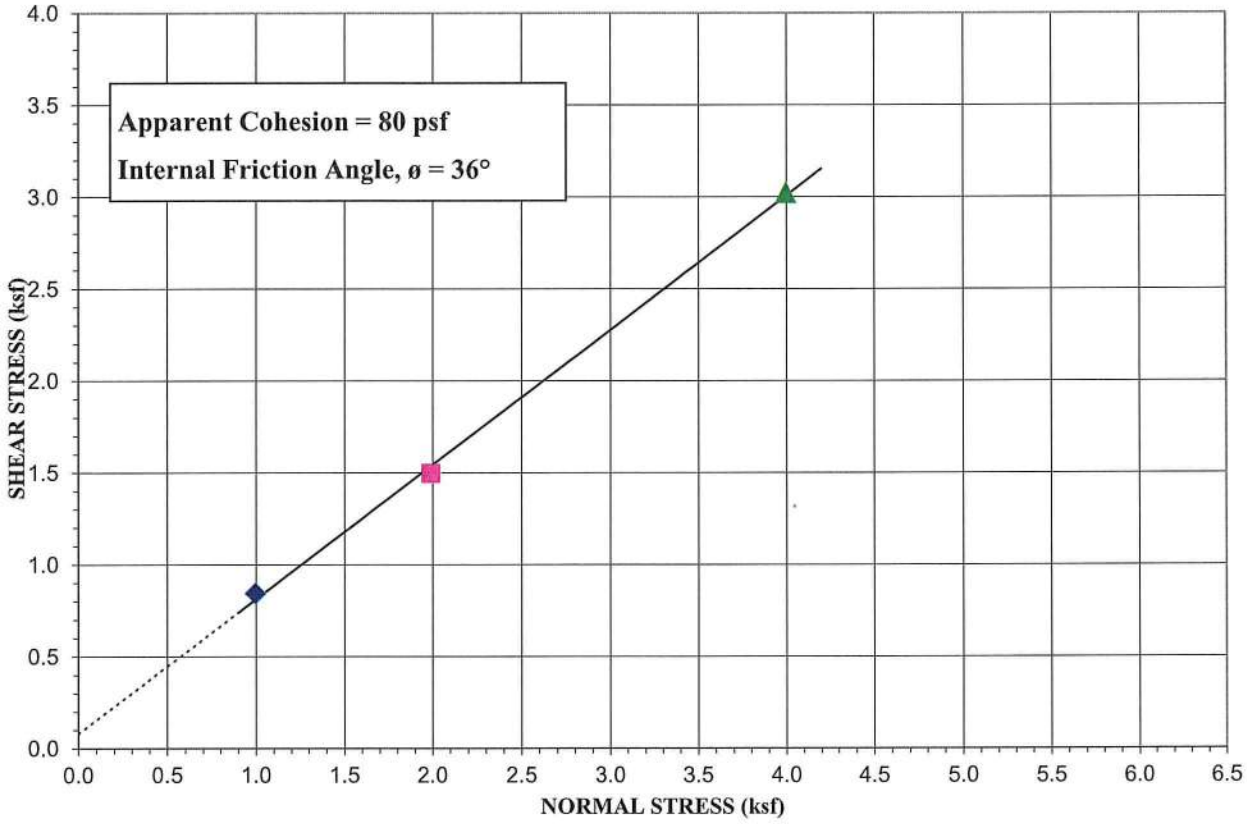
PROJECT NO.: 189148	EARTHTEC ENGINEERING	**FIGURE NO.:** 11

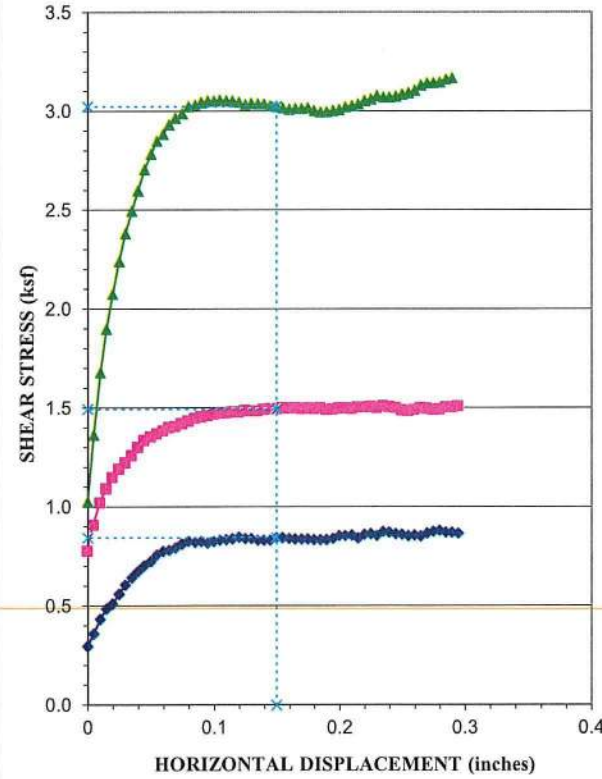
CONSOLIDATION - SWELL TEST



Project:	14 Acre Development
Location:	TP-6
Sample Depth, ft:	2½
Description:	Block
Soil Type:	Sandy Fat CLAY (CH)
Natural Moisture, %:	16
Dry Density, pcf:	105
Liquid Limit:	55
Plasticity Index:	35
Water Added at:	1 ksf
Percent Swell:	4.0

DIRECT SHEAR TEST



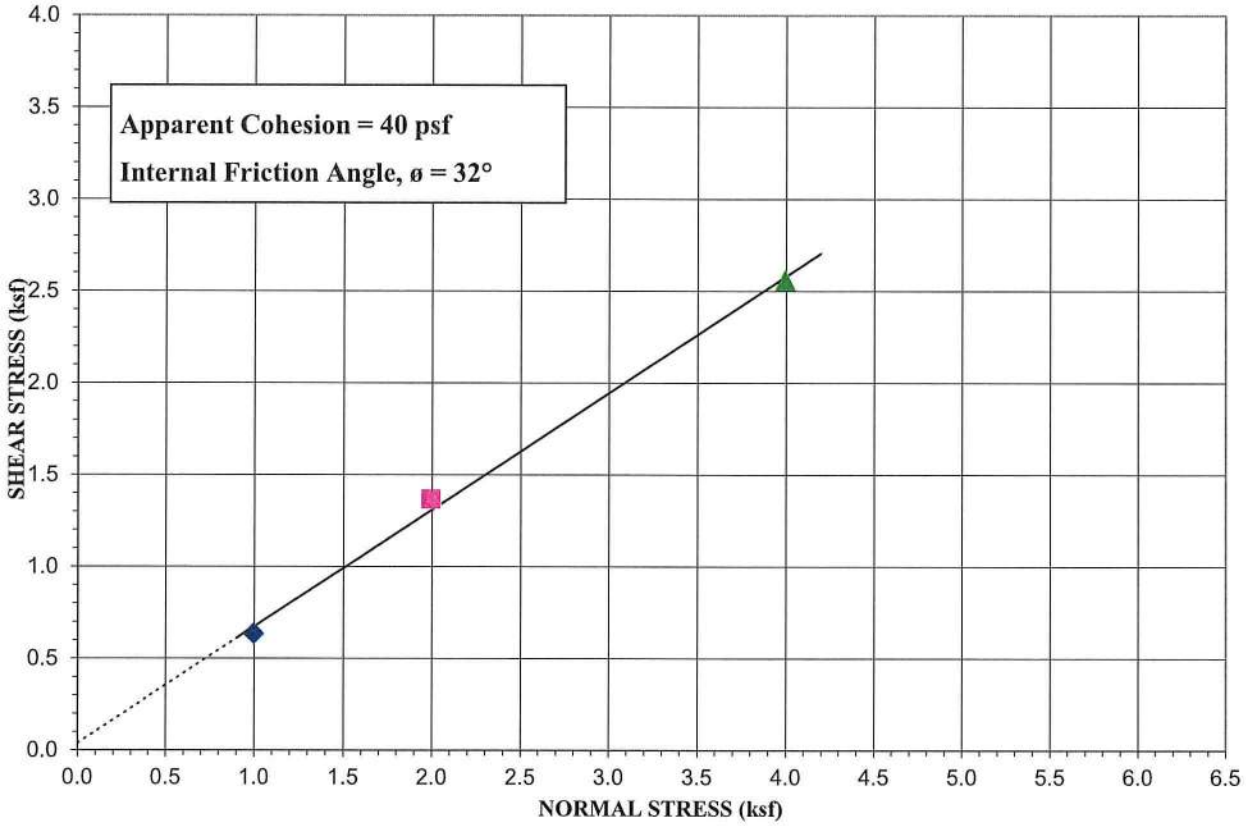


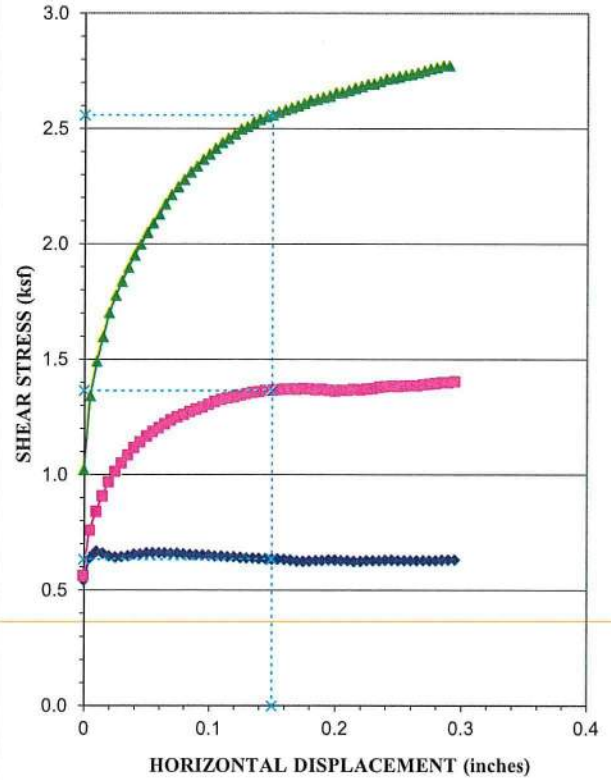
Source: TP-1	Depth: 1.5 ft		
Type of Test:	Consolidated Drained/Saturated		
Test No. (Symbol)	1 (◆)	2 (■)	3 (▲)
Sample Type	Remolded		
Initial Height, in.	1	1	1
Diameter, in.	2.4	2.4	2.4
Dry Density Before, pcf	115.2	115.0	115.0
Dry Density After, pcf	114.8	114.3	114.0
Moisture % Before	9.4	9.4	9.4
Moisture % After	19.7	19.7	19.7
Normal Load, ksf	1.0	2.0	4.0
Shear Stress, ksf	0.85	1.49	3.02
Strain Rate	0.00007828		
Sample Properties			
Cohesion, psf	80		
Friction Angle, ϕ	36		
Liquid Limit, %			
Plasticity Index, %			
Percent Gravel			
Percent Sand			
Percent Passing No. 200 sieve			
Classification	GM		

PROJECT: 14 Acre Development, Tooele

PROJECT NO.: 189148	Earthtec Engineering	**FIGURE NO.:** 13

DIRECT SHEAR TEST





Source: TP-4	Depth: 11.0 ft		
Type of Test:	Consolidated Drained/Saturated		
Test No. (Symbol)	1 (◆)	2 (■)	3 (▲)
Sample Type	Remolded		
Initial Height, in.	1	1	1
Diameter, in.	2.4	2.4	2.4
Dry Density Before, pcf	110.0	110.2	110.2
Dry Density After, pcf	110.3	110.1	110.5
Moisture % Before	3.6	3.6	3.6
Moisture % After	16.2	16.2	16.2
Normal Load, ksf	1.0	2.0	4.0
Shear Stress, ksf	0.64	1.37	2.56
Strain Rate	0.00008585		

Sample Properties	
Cohesion, psf	40
Friction Angle, ϕ	32
Liquid Limit, %	
Plasticity Index, %	
Percent Gravel	
Percent Sand	
Percent Passing No. 200 sieve	
Classification	GP

PROJECT: 14 Acre Development, Tooele

PROJECT NO.: 189148	Earthtec Engineering	FIGURE NO.: 14

PROJECT NO.: 189148

FIGURE NO.: 15

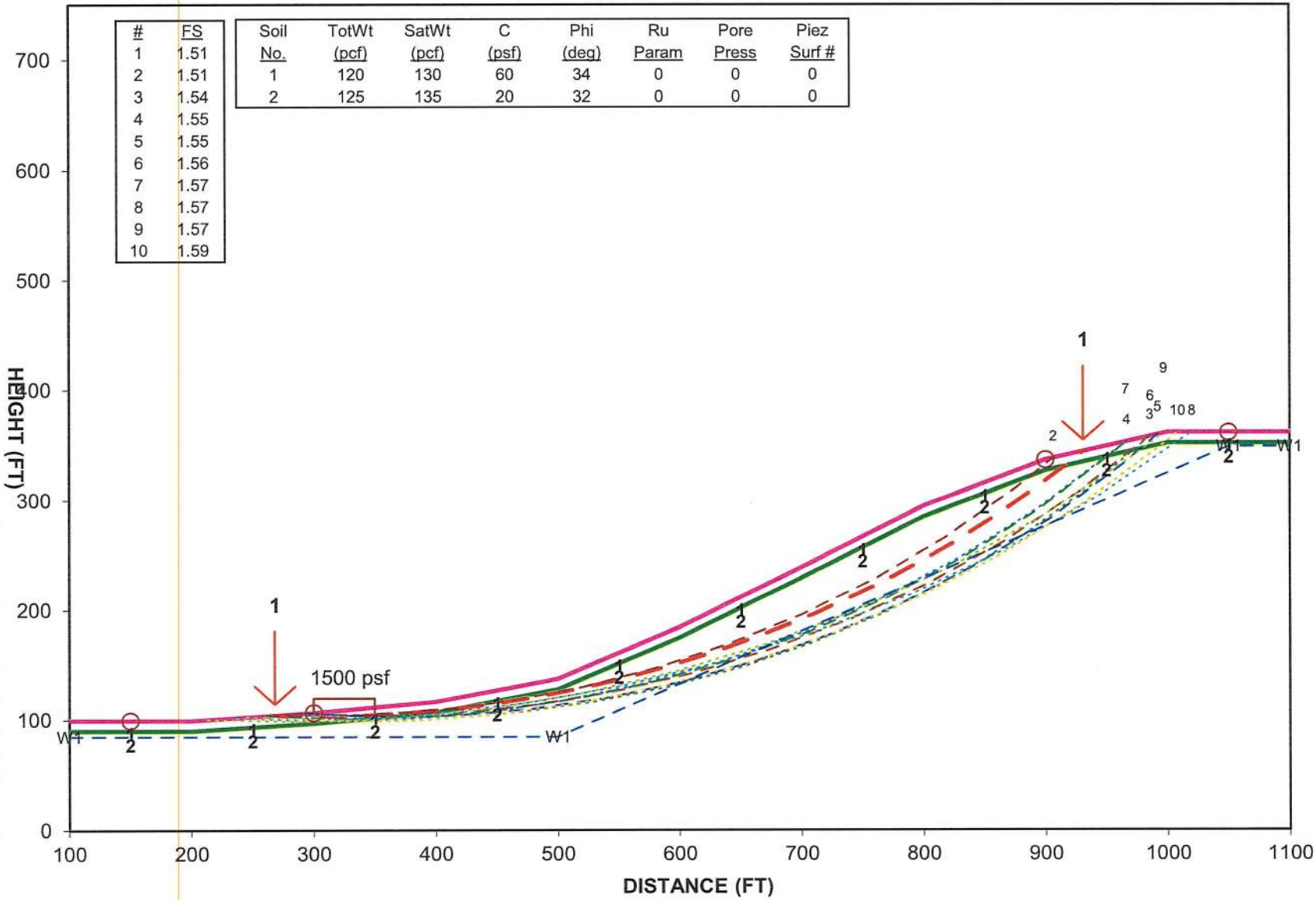
STABILITY RESULTS

14 ACRE DEVELOPMENT ~STATIC

Ten Most Critical Surfaces. 189148AS .OPT Run By: Earthtec 11-29-18

#	FS
1	1.51
2	1.51
3	1.54
4	1.55
5	1.55
6	1.56
7	1.57
8	1.57
9	1.57
10	1.59

Soil No.	TotWt (pcf)	SatWt (pcf)	C (psf)	Phi (deg)	Ru Param	Pore Press	Piez Surf #
1	120	130	60	34	0	0	0
2	125	135	20	32	0	0	0



PROJECT NO.: 189148

14 ACRE DEVELOPMENT ~SEISMIC

Ten Most Critical Surfaces. 189148AD .OPT Run By: Earthtec 11-29-18

#	FS
1	1.08
2	1.08
3	1.09
4	1.10
5	1.10
6	1.10
7	1.11
8	1.11
9	1.11
10	1.11

Soil No.	TotWt (pcf)	SatWt (pcf)	C (psf)	Phi (deg)	Ru Param	Pore Press	Piez Surf #
1	120	130	60	34	0	0	0
2	125	135	20	32	0	0	0

Pseudostatic Coefficient = 0.15

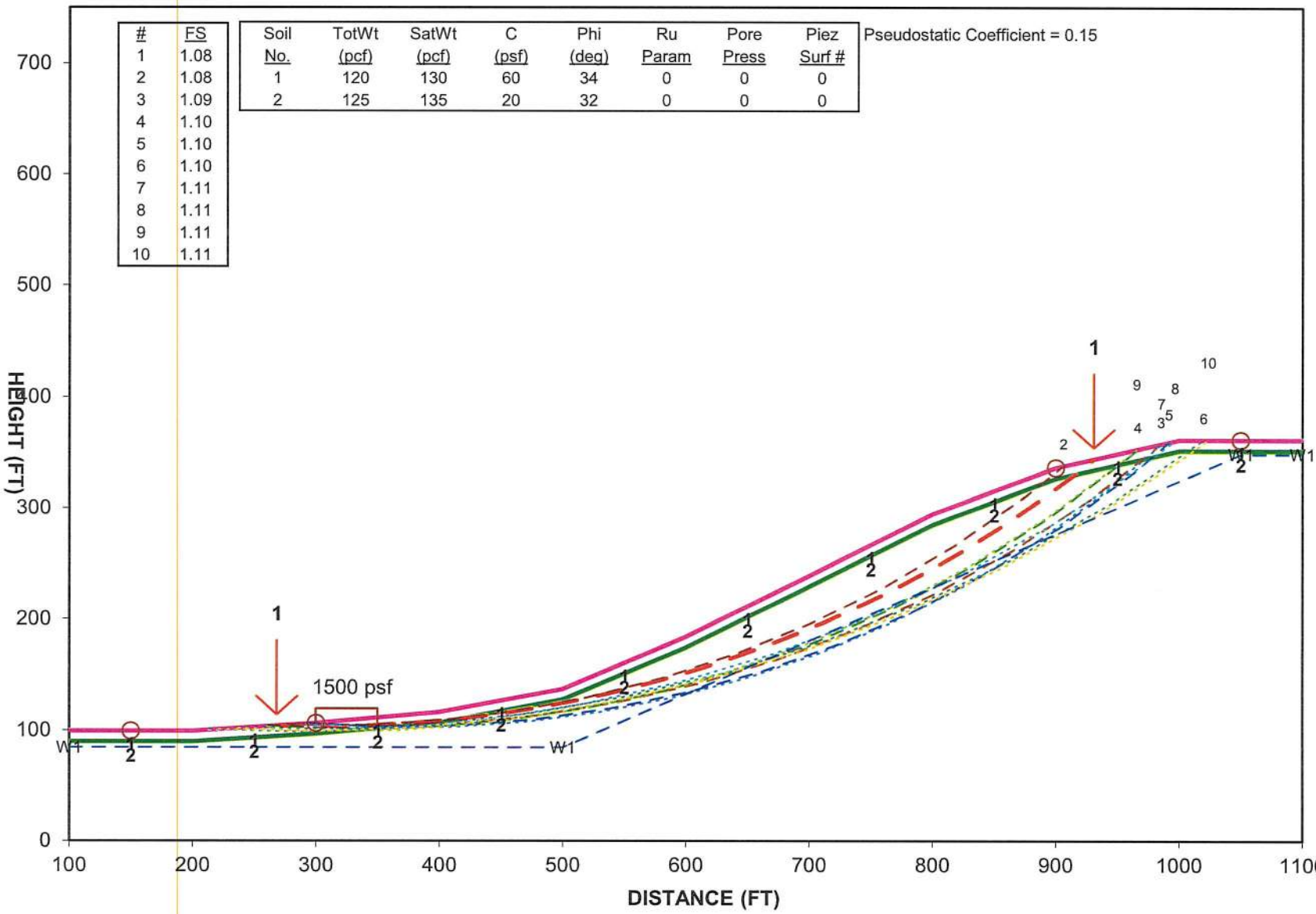
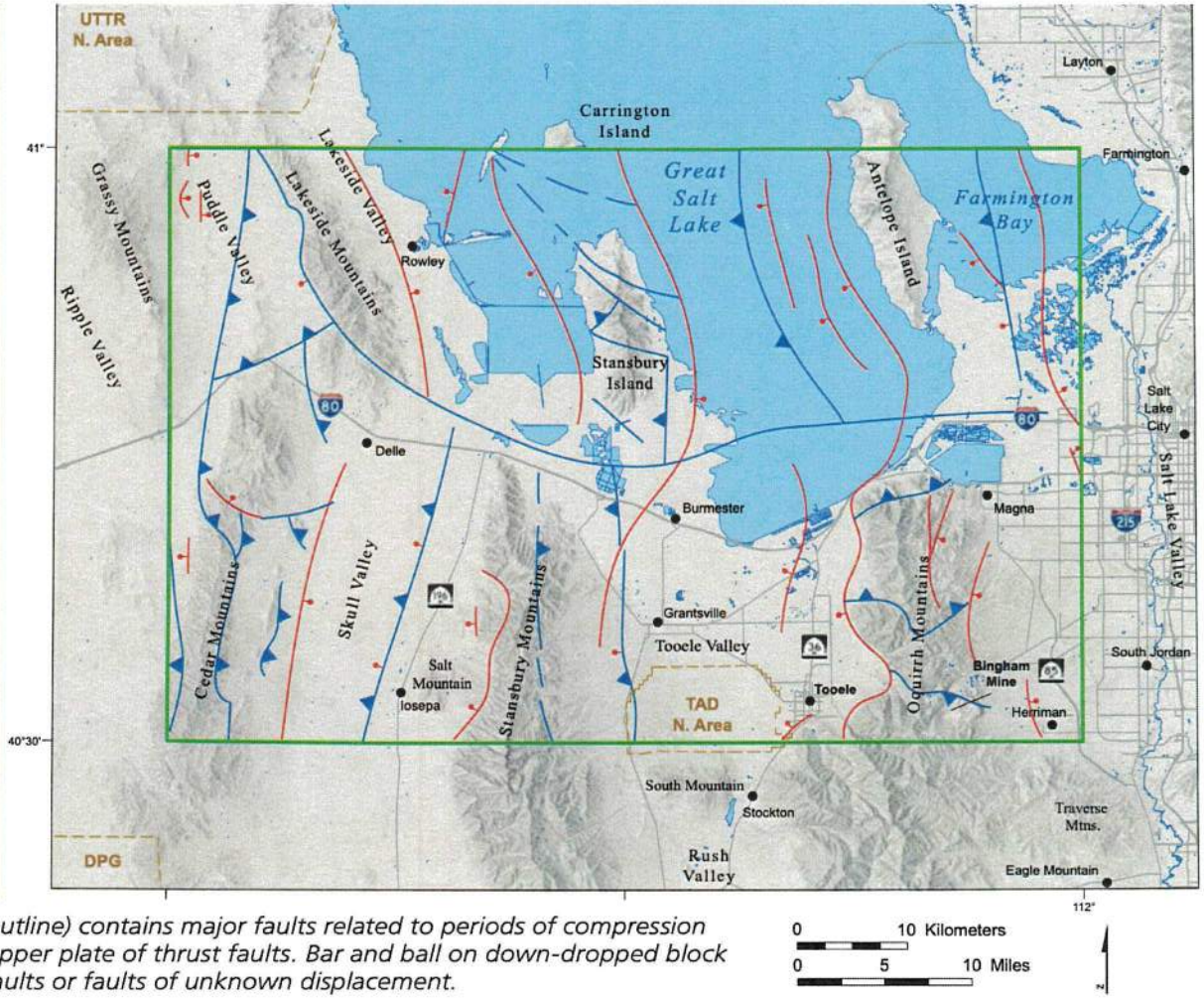


FIGURE NO.: 16

STABILITY RESULTS

disturbance and deformation. An older period (Cretaceous to Eocene, 140 to 50 million years ago), attributed to collision of tectonic plates to the west, formed the Sevier fold-thrust belt in Utah. Compressional structures include folded rock, thrust faults, and tear faults. Similar to working on a complicated jigsaw puzzle, geologists have gradually unraveled the chaotic geometry of these compressional structures. We now have a better picture of some aspects of the thrust belt, but other details remain unclear due to the blanket of younger rocks and sediments in the valleys, scarcity of subsurface information (deep drill holes and geophysical data), and the lack of deposits similar in age to the deformation. The Tooele map updates current thinking on the fold-thrust belt architecture and can assist with resource management issues.



The Tooele 30' x 60' quadrangle (green outline) contains major faults related to periods of compression (blue) and extension (red). Sawteeth on upper plate of thrust faults. Bar and ball on down-dropped block of normal faults. No decoration on tear faults or faults of unknown displacement.

EARTHTEC ENGINEERING

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Salt Lake City, Utah - 84104
Phone (801) 787-9138

1596 W. 2650 S. #108
Ogden, Utah - 84401
Phone (801) 399-9516

January 10, 2019

Sanctuary Development Group
Attention: Mr. Steve McCleery
2021 East Village Green Circle
Draper, UT 84020

Re: Rockfall Hazard Evaluation-R1
14 Acre Development
100 Skyline Drive
Tooele, Utah
Job No: 189148

Gentlemen:

This letter summarizes the results of Earthtec Engineering's completed Rockfall Hazard Evaluation for the 14 Acre Development in Tooele, Utah. The subject property is approximately 14 acres and is proposed to be developed with new apartments, townhomes and single-family houses. See Figure No. 1, *Vicinity Map* for the location of the site.

Introduction

The subject site is undeveloped land that consist of three parcels. It is proposed for future development of new apartments, townhomes and single-family houses. The subject site is included in the Utah Geological Survey (UGS) OFR-318[1], Plate 4H map, as a potential rockfall impact site (Appendix A). The steep slopes of Oquirrh Mountains to the south of the site are the subject of this study and these mountains trend from the southwest to the northeast. The geologic units at the site is mapped by Donald L. Clark, Charles G. Oviatt, and David A. Dinter[2] are presented in Figure 2, Geologic Map of the Site, and are described as the following:

IPobmu **Oquirrh Group, Bingham Mine Formation, upper member (Upper Pennsylvanian, Virgilian-Missourian)** -- Light-gray to tan, thinly color-banded and locally cross-bedded quartzite with interbedded thin, light- to medium-gray, calcareous, fine-grained sandstone, limestone, and siltstone; several of the thin calcareous units are locally important as marker beds; upper-lower member contact is placed at base of the Manefay limestone marker bed; unit is very similar to the lower member above the Commercial Limestone (Swensen, 1975); Virgilian and Missourian fusulinids (Triticites) are reported from the Markham Peak section (R.C. Douglass in Tooker and Roberts, 1970), and Welsh and James (1961)

1 Utah Geological Survey (UGS) open file report 318 Plate 4H: Rock-fall hazard and depth to ground water, Tooele quadrangle, Tooele County, Utah, 1995; Mapped by Kimm M. Harty and Bill D. Black

[2] Utah Geological Survey (UGS) open file report 669 map: "Interim Geologic Map of the Tooele 30' x 60' Quadrangle, Tooele, Salt Lake, and Davis Counties, Utah, 2017, by Donald L. Clark, Charles G. Oviatt, and David A. Dinter.

reported a Virgilian and Missourian age for the entire formation; 2200 feet (670 m) thick at the Bingham district (Swensen, 1975).

Qafy **Younger fan alluvium, post-Lake Bonneville (Holocene)** -- Poorly sorted gravel with sand, silt, and clay; deposited by streams, debris flows, and flash floods on alluvial fans and in mountain valleys; merges with unit Qal; includes alluvium and colluvium in canyon and mountain valleys; may include small areas of eolian deposits and lacustrine fine-grained deposits below the Bonneville shoreline; includes active and inactive fans younger than Lake Bonneville, but may also include some older deposits above the Bonneville shoreline; locally, unit Qafy spreads out on lake terraces and, due to limitations of map scale, is shown to abut Lake Bonneville shorelines; Qafy also drapes over, but does not completely conceal shorelines; thickness variable, to 50 feet (15 m) or more.

Qafo **Older fan alluvium, syn- and pre-Lake Bonneville (upper to middle? Pleistocene)** -- Poorly sorted gravel with sand, silt, and clay; forms higher level deposits that are coeval with and predate Lake Bonneville; includes fan surfaces of different levels; fans are incised by younger alluvial deposits and locally etched by Lake Bonneville; may locally include small areas of lacustrine or eolian deposits, and younger alluvium; thickness variable, to 100 feet (30 m) or more.

Qlg **Lacustrine gravel (Holocene to upper Pleistocene)** -- Sandy gravel to boulders composed of locally derived rock fragments deposited in shore zones of Great Salt Lake and Lake Bonneville; clasts are typically well rounded and sorted; locally tufa-cemented (especially the Provo shoreline, figure 2) and draped on bedrock; thickness variable, to 100 feet (30 m) or more.

Qla **Lacustrine and alluvial deposits, undivided (Holocene to upper Pleistocene)** -- Unconsolidated deposits of sand, gravel, silt, and clay; consist of lacustrine deposits reworked by streams and slope wash, alluvial deposits reworked by lakes, and alluvial and lacustrine deposits that cannot be readily differentiated at map scale; thickness locally exceeds 30 feet (10 m).

Rock Fall Analysis Methodology

This rockfall study is focused on the west and middle parcel of the project (study area). The east parcel lacks evidence of past rockfalls and the source to present the potential for rockfalls at this time.

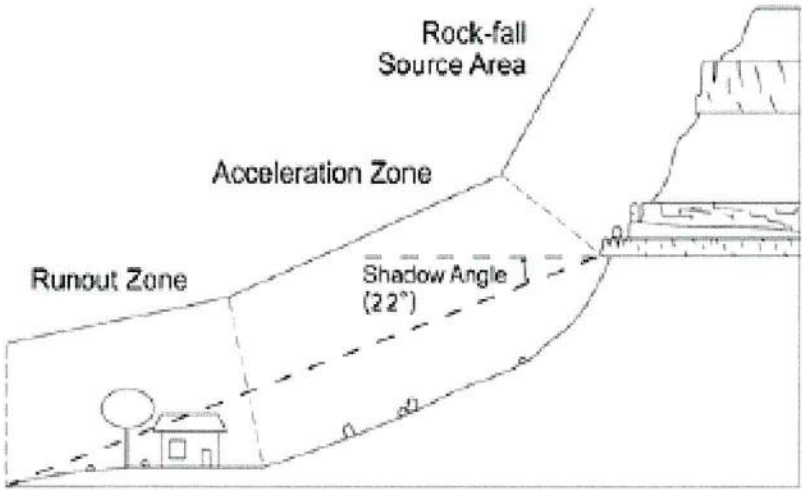
Iron County Code 17.59.030 (3) is being used for the rockfall analysis. Tooele County Code does not provide specific details for conducting a Rock Fall Study, this code was developed in conjunction with the State of Utah Geological Survey (UGS).

As described in Section 1.1 of Iron County Code 17.59.030 (3) for rockfall analysis:

Rock-fall geologic study areas are not mapped in Iron County at this time, but include locations at the base of rock and talus slopes that are susceptible to rock fall—evidence of past rock falls being the primary indictor. A twenty-two-degree shadow angle, extending from the base of the rock-fall source area, as depicted in the following diagram, shall be used to define the extent of a rock-fall geologic study area. (Note: Shadow angle is dependent on the type of rock involved, and the rock-fall hazard area determined by the geologist may be more or less than that captured by the twenty-two-degree shadow angle used to define the study area. However, twenty-two degrees is relatively conservative, and is deemed sufficient to capture most rock-fall hazard situations.)

A rock-fall geologic study area consists of three components: (1) a rock source, in general defined by bedrock geologic units that exhibit relatively consistent patterns of rock-fall susceptibility throughout the study area, (2) an acceleration zone, where rock fall debris detached from the source gain momentum as it travels downslope—this zone often includes a talus slope, which becomes less apparent with decreasing relative hazard and is typically absent where the hazard is low, and finally (3) a runout zone (rock-fall shadow zone), which includes gentler slopes where boulders have rolled or bounced beyond the base of the acceleration zone. (Lund, et al., 2008 in County Code 17.59.030 (3)).

Typical components of a rockfall path profile are presented below (Lund, et al., 2008):



Prior to the start of field investigations, a search of available literature and maps were performed and the published geologic literature and maps relevant to the subject site were reviewed, with particular emphasis on information pertaining to the presence of known rockfall sources and the past history of the rockfalls at or near the subject site. The sources are referred to in this report.

Outcrop Evaluation

A professional geologist from Earthtec Engineering visited the site on November 6, 2018. Several areas of the site were observed to collect information regarding the presence of rockfall hazard at the site, evidence of past rockfalls, surficial condition and topography of the site. The elevation

at the south edge of the site study area is approximately 5300 feet above sea level (ASL). Several outcrops are visible on the steep slopes south of the study area. These outcrops have been mapped in the geologic map and have general northeast-southwest strike and dip 55 to 65 degrees to the northwest (Clark Oviatt, Dinter, 2017). The average slopes on the south portion of the study area and above are approximately 64% and consist of mostly fractured quartzite outcrops on the higher elevations (5430 feet to approximately 5220 feet ASL). Small talus fields are observed at the lower elevations of approximately between 5280 feet to 5220 feet ASL. These quartzite taluses are angular, generally with weathered surfaces and are less than 18-inches in diameter. No fracture surfaces were observed in the talus slopes. At approximate high stand of Lake Bonneville elevation (5200 feet ASL) colluvium, and at shallower portions alluvial sediments are observed. Below the elevation of approximately 5220 feet ASL numerous boulders of up to 3 feet in diameter were observed. The boulders were comprised mainly of quartzite, and occasionally limestone, and were moderately weathered. The geologic unit named lPobmu appears to be the susceptible geologic unit and the source of the rockfall at the site and is evident in the outcrops. Some likens were observed on most of the boulders. Boulders are concentrated at approximately 30 feet south of the Skyline Drive on the surface of the alluvial field. There are soil deposits around the boulders. The surface of the study area is covered with grass, sage brush of up to 2 feet in height, and occasional short trees with maximum height of 10 feet. Outcrops on the slopes above the site contain boulders approximately 3 feet in diameter with some with soil deposits around them.

A shadow angle is the angle between a horizontal line and a line extending from the base of the rock source to the outer limit of the runout zone as defined by the farthest outlier rockfall debris at a site as shown in the figure above. A site-specific calculation of the shadow angles for west and middle parcels were performed. For each parcel the shadow angle for the outcropping at approximately 5420 feet ASL elevation was determined. The shadow angle for the west parcel is 38 degrees. The shadow angle for the middle parcel is 42 degrees. These angles are due to a consistently steep acceleration zone and an abruptly flat runout zone that reduces the extents of potential impacts to the development along the Skyline Drive. For middle parcel, farthest outlier boulder was assumed to reach approximately 300 feet north of the Bonneville Shoreline, at approximately 5200' ASL that appear to be at the same elevation as the location of power line poles at the site. For west parcel, the outer limits of the runout zone was assumed to be approximately 350 feet north of the Bonneville Shoreline, at approximately 5230' ASL These assumptions are made by observing the approximate location of the larger boulders that are found south of Skyline Drive, their distribution, weathering, amount of soil deposited around the boulders and embedding, surface roughness and vegetation at the site. This also assumes undisturbed site conditions and is due to lack of available information regarding the age and frequency of existing boulders and lack of evidence of the farthest outlier clasts due to the road and development to the north of the road. The location of this group of boulders, as they are lined up to south of the road, could also be the result of presence of Lake Bonneville as these clasts collide with the lake surface and dramatically reduce speed.

Rock Fall Analysis

This section documents the results of a rockfall analysis for the building areas presented in Figure No. 3, *Shadow Angle Determination*. Several outcrops are visible on both parcels. There are small talus fields below these outcrops. The northernmost portion of the property still falls within the shadow angles of the outcrops.

Topographic (Figure No. 4, *Topographic and Shadow Angle Determination Location*) and visual analysis indicate that the likely trajectory for rock fall emanating from these outcrops would fall to the north of the site which will include the Building areas along the south side of the Skyline Drive. The likelihood of rock fall emanating from these outcrops and impacts to the building areas is moderate as evidenced by the presence of boulders in those areas. While the likelihood of repeated rockfall that reach the development areas is low as evidenced in their age from weathering of some of the large boulders found just south of the road on the property, the risk of occasional boulder dislodge from the higher slopes above the site still exists.

Due to deep groundwater elevation, the groundwater does not impact the outcrops and does not contribute to the rockfall hazard at the subject site. Slopewash is technically outside of the purview of a Rock Fall Analysis and is not described in the code, the slope above the proposed building areas were evaluated in the geotechnical study in conjunction with this hazard evaluation. The amount of slopewash at the base of the slope in the relatively flat area of the site near the road is relatively low. This indicates that the slope has stabilized over time. Vegetation coverage on this slope is approximately 60% and includes several small trees. Presence of soil and vegetation produces surface roughness that reduces the potential of triggering a mass rock slide or dislodging other unstable boulders in the path.

According to Circular 122 Utah Geological Survey 2016 Guidelines, Chapter 7: Guidelines for investigating geologic hazards and preparing engineering-geology reports:

Rockfall probability: A rockfall investigation, performed as described above, will establish the presence or absence of a rockfall hazard at a site and define a boundary beyond which the risk from future rockfalls is much reduced. However, determining (predicting) the exact timing of future rockfalls is not possible, and is not likely to become possible in the foreseeable future. As a general rule, the more rockfall debris on or at the base of a slope, the more frequent rockfalls are, and the higher the hazard. However, with sufficient data it is possible to estimate the probability (x % chance in y years) of future rockfalls at a site. Conducting a probabilistic analysis requires information on both the number and timing of past rockfalls (Turner, 2012). Only a few areas in Utah have both a high rockfall hazard and a history of rockfall damage to structures to have produced a significant record of historical rockfalls. Rockville, Utah, is one such place, where six large rockfalls have occurred over the past 13 years (figure 48) (Knudsen, 2011; Lund and others, 2014), resulting in an average recurrence interval (average repeat time) for large rockfalls of 2.2 years. The annual probability of a large rockfall in Rockville based on the 13-year record is 46%. Three of the rockfalls struck and damaged inhabited structures, and one of the three caused two fatalities (figure 49). Such well-documented rockfall histories are rare, so in most instances, timing of past rockfalls must be determined by other means. In Yosemite National Park, Stock and others (2012a, 2012b) used cosmogenic beryllium-10 exposure ages to date the surfaces of rockfall boulders exposed to cosmogenic radiation for the first time following the rockfall. They integrated the number of identified rockfall events, rockfall timing data, and computer simulations of rockfall runout to develop a hazard boundary with a 10% probability of exceedance in 50 years for rockfall-susceptible areas of Yosemite Valley. Such detailed probabilistic rockfall-hazard investigations are costly both in terms of time and money, and are beyond the scope of most rockfall investigations. However, a probabilistic rockfall investigation may be required when evaluating hazard and risk for high-value infrastructure or for areas of prolonged high human occupancy in rockfall-susceptible areas.

Rock Fall Mitigation

As noted in Circular 122 Utah Geological Survey 2016 Guidelines the Early recognition and avoidance of areas subject to rockfall are the most effective means of mitigating rockfall hazard.

Determining the boundary of the rockfall runout zone and siting all new buildings for human occupancy and IBC Risk Category II, III, and IV facilities (ICC, 2014a) outside that zone will substantially reduce rockfall risk. However, because the boundary of a rockfall runout zone seldom can be established with a high level of precision, the UGS recommends that structures for human occupancy or high-risk facilities be set back an appropriate distance from the runout-zone boundary to provide an additional factor of safety from rockfalls. Rockfall hazard is highly dependent on site geologic and topographic conditions; therefore, the UGS does not make a standard setback recommendation, but rather recommends that the engineering geologist in responsible charge of the rockfall investigation make and justify an appropriate setback based on the results of the site-specific hazard investigation. Where investigation results provide confidence in the runout-zone boundary, additional setback can be minimized. Where the boundary is uncertain, a larger setback is appropriate.

Many techniques are available to mitigate rockfall hazard. Rockfall mitigation is often conducted by specialized design-build manufacturers and/or contractors, often using proprietary techniques and/or materials. The Circular 122 indicates that mitigation techniques include, but are not limited to:

Rock stabilization: by manually stabilizing rocks on the slopes above the site.

Engineered structures: to block the rocks that will typically dislodge during the spring time in Utah due to freeze and thaw in the winter and rain in the spring.

Modification of at-risk structures: in this case built-in components in parking garage structures may be used as means of blockage.

Rock-stabilization methods are physical means of reducing the hazard at its source using rock bolts and anchors, steel mesh, scaling, or shotcrete on susceptible outcrops. Engineered catchment or deflection structures such as rockfall fences, berms, swales, or benches can be placed below source areas, or at-risk structures themselves can be designed to stop, deflect, retard, or retain falling rocks. Such methods, however, may increase rockfall hazard if not properly designed and maintained. Detailed information on rockfall mitigation techniques is given in "Part 3: Rockfall Mitigation" of *Rockfall Characterization and Control* (Turner and Schuster, 2012).

General Conditions

The information presented in this letter applies only to the study area defined earlier, on the subject site. It should be noted that site grading activities and changes in conditions at the site such as vibration and other man-made or natural events may produce higher hazard risks. The observations and recommendations presented in this letter were conducted within the limits prescribed by our client, with the usual thoroughness and competence of the engineering profession in this area at this time. No warranty or representation is intended in our proposals, contracts, reports, or letters.

Closure

We appreciate the opportunity of providing our services on this project. If we can answer questions or be of further service, please call.

Respectfully;
EARTHTEC ENGINEERING

Frank Namdar, P.G., E.I.T.
Project Geologist

FN/tm

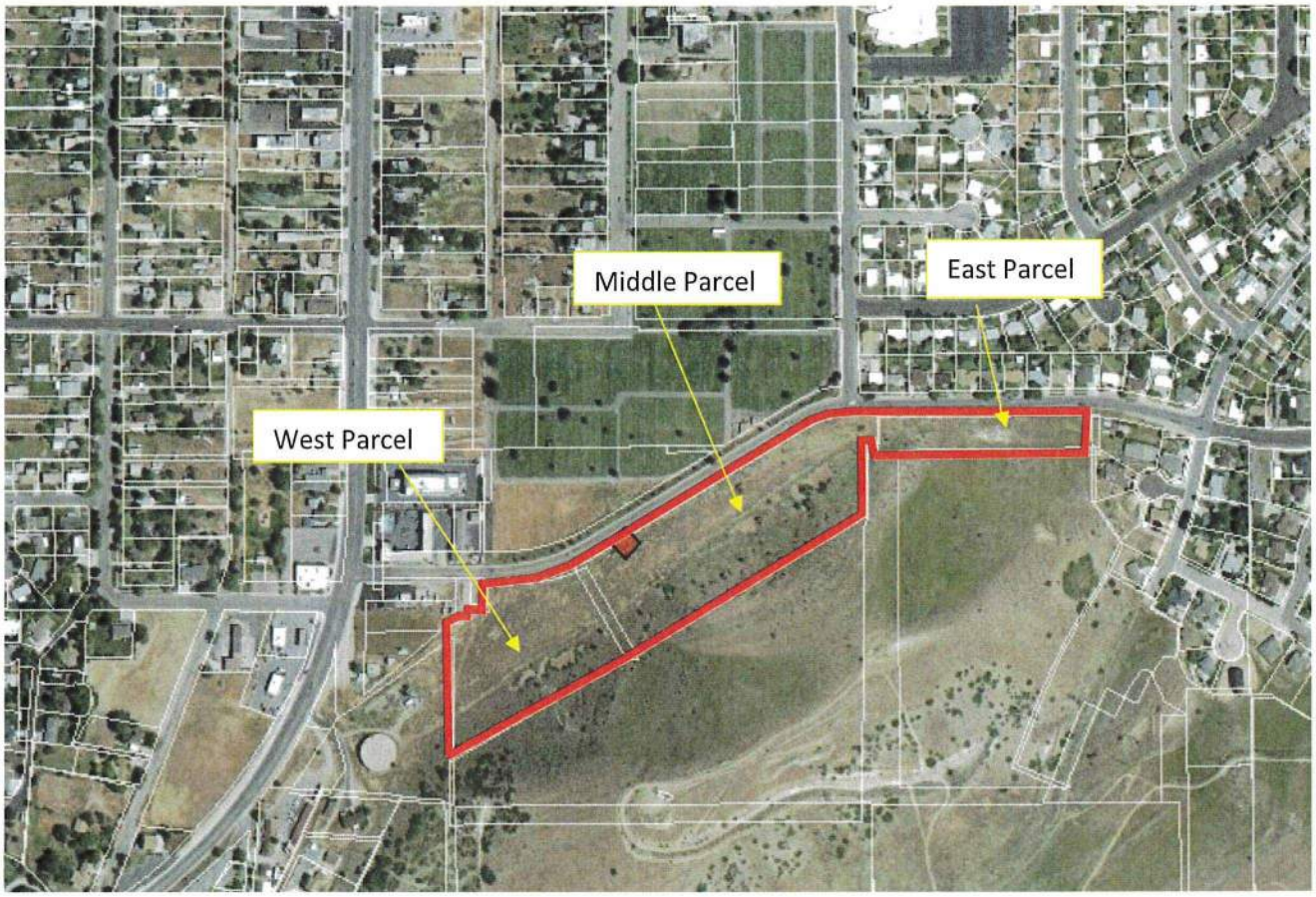
Attached:

Figure No. 1 *Vicinity Map*
Figure No. 2 *Geologic Map*
Figure No. 3 *Shadow Angle Determination*
Figure No. 4 *Topographic Map-Shadow Angle Determination Locations*

Appendix A Utah Geological Survey (UGS) OFR-318, Plate 4H map

VICINITY MAP

14 ACRE DEVELOPMENT
100 EAST SKYLINE DRIVE
TOOELE, UTAH



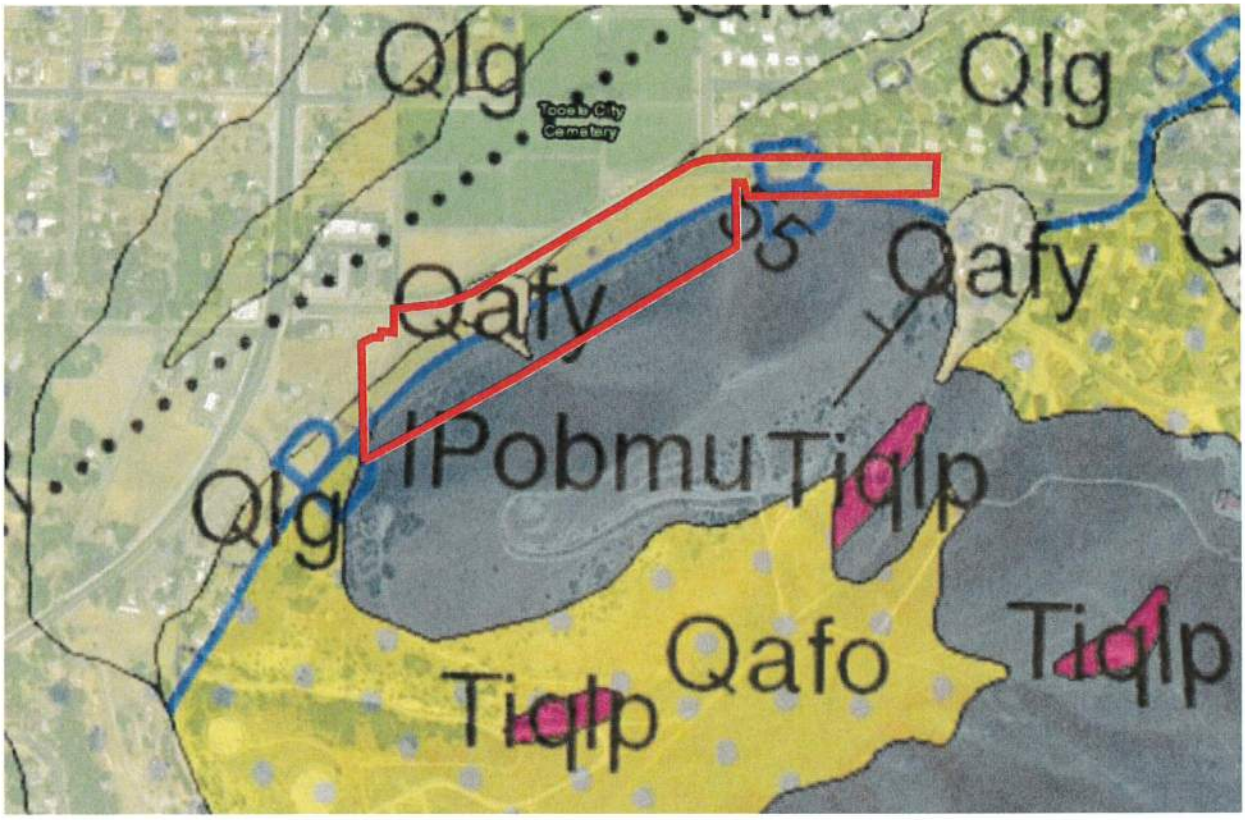
Site Perimeter

N

Not to Scale

PROJECT NO.: 189148	EARTHTEC ENGINEERING	FIGURE NO.: 1

GEOLOGIC MAP
14 ACRE DEVELOPMENT
100 EAST SKYLINE DRIVE
TOOELE, UTAH



Utah Geological Survey (UGS) open file report 669 map: "Interim Geologic Map of the Tooele 30' x 60' Quadrangle, Tooele, Salt Lake, and Davis Counties, Utah, 2017, by Donald L. Clark, Charles G. Oviatt, and David A. Dinter.

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N

Not to Scale

PROJECT NO.: 189148	EARTHTEC ENGINEERING	FIGURE NO.: 2a

GEOLOGIC MAP
14 ACRE DEVELOPMENT
100 EAST SKYLINE DRIVE
TOOELE, UTAH

Qafo	**Older fan alluvium, syn- and pre-Lake Bonneville (upper to middle? Pleistocene)** -- Poorly sorted gravel with sand, silt, and clay; forms higher level deposits that are coeval with and predate Lake Bonneville; includes fan surfaces of different levels; fans are incised by younger alluvial deposits and locally etched by Lake Bonneville; may locally include small areas of lacustrine or eolian deposits, and younger alluvium; thickness variable, to 100 feet (30 m) or more.
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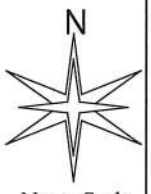
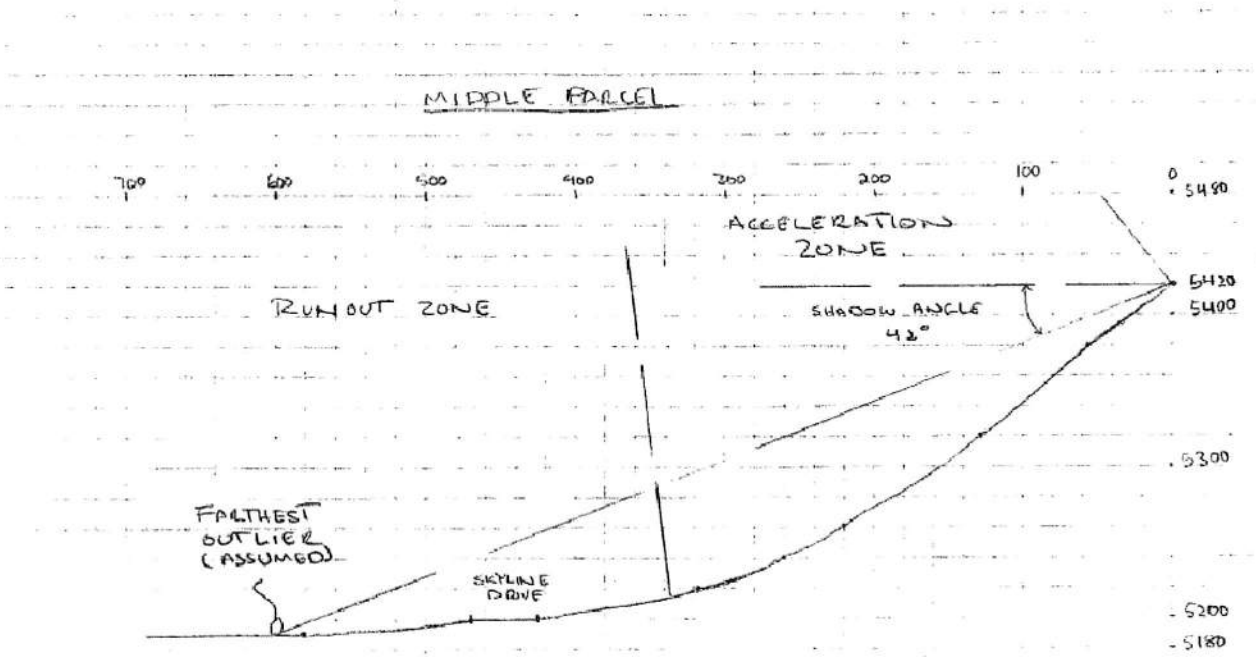


Not to Scale

PROJECT NO.: 189148	EARTHTEC ENGINEERING	**FIGURE NO.:** 2b

SHADOW ANGLE DETERMINATION
MIDDLE PARCEL
14 ACRE DEVELOPMENT
100 EAST SKYLINE DRIVE
TOOELE, UTAH

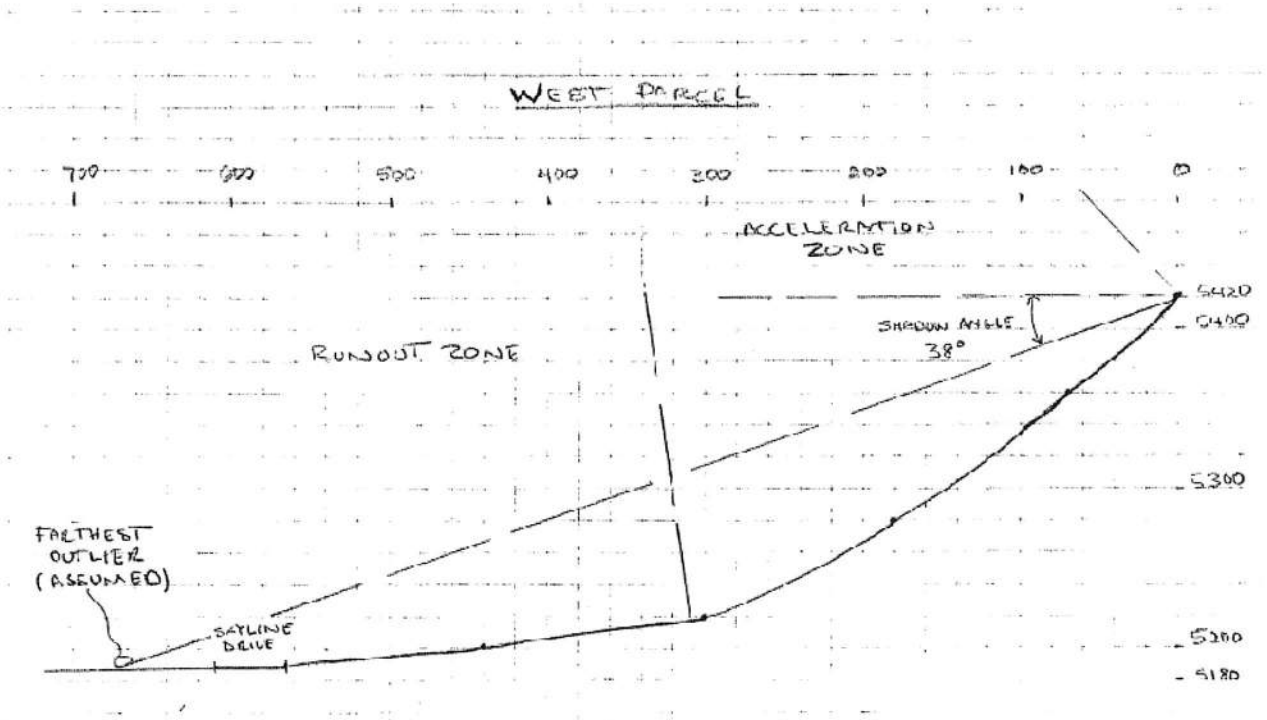


N

Not to Scale

PROJECT NO.: 189148	EARTHTEC ENGINEERING	FIGURE NO.: 3a

SHADOW ANGLE DETERMINATION
WEST PARCEL
14 ACRE DEVELOPMENT
100 EAST SKYLINE DRIVE
TOOELE, UTAH



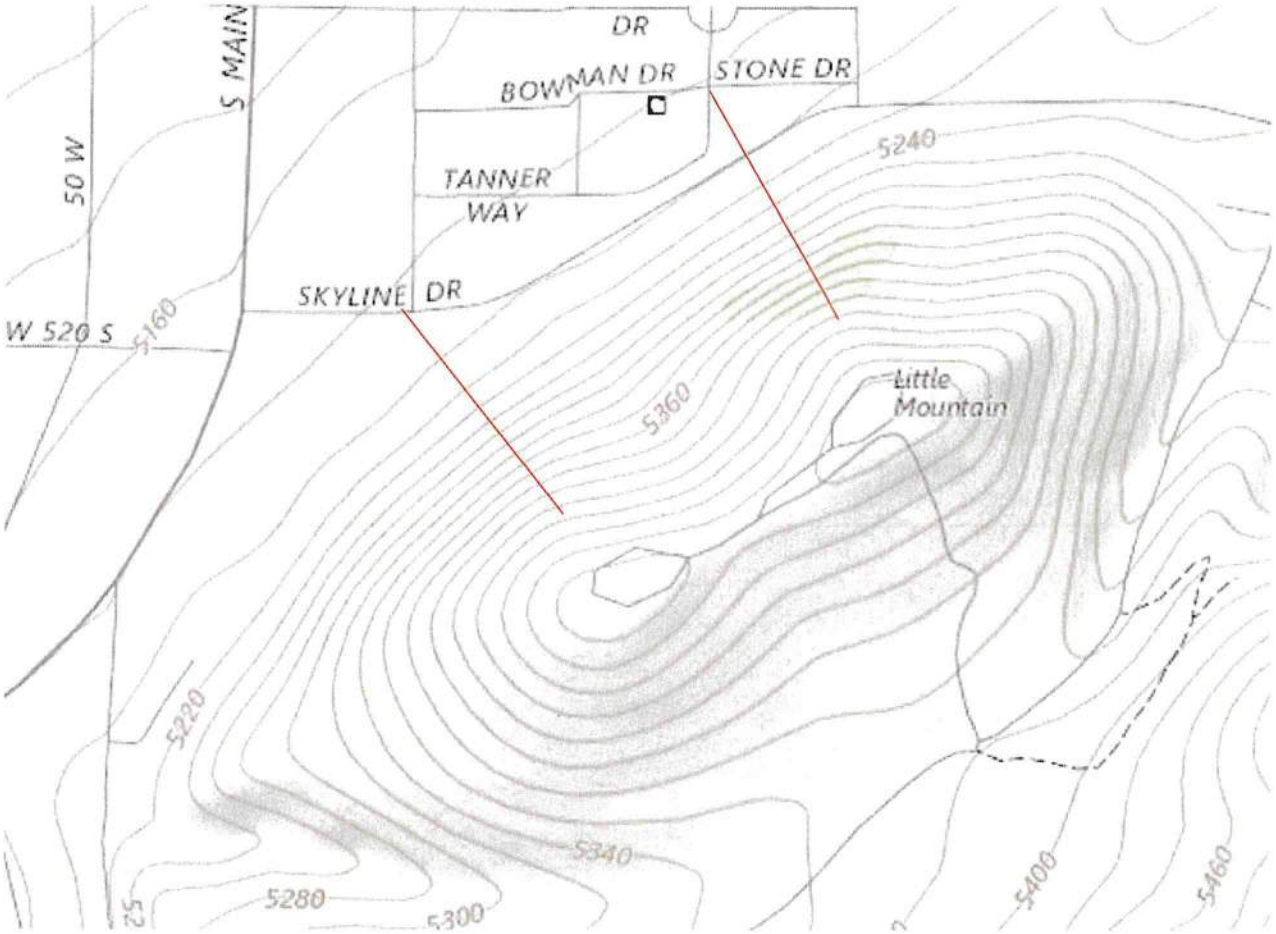
N

Not to Scale

PROJECT NO.: 189148	EARTHTEC ENGINEERING	FIGURE NO.: 3b

TOPOGRPHIC MAP-SHADOW ANGLE DETERMINATION LOCATIONS

14 ACRE DEVELOPMENT
100 EAST SKYLINE DRIVE
TOOELE, UTAH



Utah AGRC Topographic Map

Shadow Angle Determination location

N

Not to Scale

PROJECT NO.: 189148	EARTHTEC ENGINEERING	FIGURE NO.: 4

APPENDIX A


V A L L E Y
8
9
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16
15
17
20
21
22
29
28
27
BM 4620
BM 4830
Gravel Pits
Gravel Pit
Sewage Disposal
Race Track
Reservoir
PACIFIC
UNION
FIRST NORTH ST
(112)
(36)
(178)
STREET
MAIN
1ST WEST ST
1ST EAST ST
2D WEST ST
2D SOUTH ST
2D N ST
Central Sch
City Hall
TOOELE
Park
Swimming Pool
Liberty Park
Court House
Athletic Track
Clinic
Hospital
Cemetery
Sterling Harris Sch
Plat C Park
Highland Park
VINE ST
Warner Station
Tanks
MUNICIPAL AIRPORT
COLEMAN
4700
4800
4900
5000
5100
5200

TOOELE CITY CORPORATION

ORDINANCE 2019-31

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 10-3 REGARDING PARKING IN THE PUBLIC RIGHTS-OF-WAY.

WHEREAS, UCA Sections 10-3-702 and 10-8-84 empower municipal legislative bodies to pass all ordinances "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, Tooele City Code Chapter 10-3 governs parking in the public rights-of-way, and is intended to protect the public health, safety, welfare, and good order of the community; and,

WHEREAS, for ease of interpretation, administration, and enforcement, it is appropriate to add to Section 10-3-1 the definitions of "alley," "angle parking," "highway," "parking space," "roadway," "shoulder," and "street," and to expand the definition of "public right-of-way"; and,

WHEREAS, it is appropriate to eliminate an apparent conflict between Sections 24 and 26 regarding parking between the edge of the paved street and the curb or right-of-way property line; and,

WHEREAS, it is appropriate to clarify the ability for angle parking and a prohibition of double parking, as well as to address parking on an unimproved street shoulder; and,

WHEREAS, it is appropriate to repeal Section 8, which purports to allow Tooele City to enforce the school district's parking regulations on school campuses; and,

WHEREAS, the amendments attached as Exhibit A were requested by and approved by the Chief of Police and are recommended by the City Administration:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 10-3 is hereby amended to read in its entirety as shown in redline in Exhibit A; and,

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

TCC Chapter 10-3 (Amended)

CHAPTER 3. STOPPING, STANDING AND PARKING

10-3-1. Regulation of Parking - Definitions.

(1) The chief of police is authorized to prohibit, restrict, and ~~or~~ regulate the parking, stopping, and standing of vehicles, including towing authority, as set forth in this Chapter~~hereim~~:

(a) on any public right-of-way;

(b) on any off-street parking facility or property which Tooele City owns or operates; and,

(c) as otherwise authorized by federal, state, or local law.

(2) Definitions.

"Alley" means a public right-of-way of the type described in Section 4-8-2.

"Angle parking" means the parking of a vehicle in a manner other than parallel to the street edge. Includes diagonal parking.

"Emergency use~~"~~ areas" means~~:~~ those areas:

(a) in a public right-of-way designated by red curb markings (also known as "red zones");

(b) designated as ambulance zones, fire hydrant zones, or fire lanes, whether on public or private property; and,

(c) any other designated area of the city posted as restricted for emergency vehicles or emergency use.

"Highway"–see Street.

"Park" "stand" and "stop" (as well as their variants)~~, for purposes of this Chapter,~~ shall have the same meaning, and mean a vehicle's complete cessation of movement upon or within a public right-of-way or other property under subsection (1). If any portion of a parked vehicle protrudes into the public right-of-way, the vehicle is deemed to be parked within the public right-of-way.

"Parking space" means that area of a right-of-way designated by street markings or signage for the parking of a single vehicle.

"Public right-of-way" means the surface of, and the space above and below, any public highway, roadway, street, sidewalk, alley, curb and gutter, park strip, shoulder, or other public way of any type whatsoever, now or hereafter existing as such within Tooele City. A public right-of-way extends across its cross-section from property line to property line. A public right-of-way can be created through dedication by plat, dedication by deed, conveyance by deed, prescriptive use, or other method recognized by Utah law.

"Roadway"–see Street.

"Street" means the portion of a public right-of-way paved and utilized for vehicular traffic. Includes highway and roadway.

"Shoulder" means:

(a) the unpaved portions of a public right-of-way located between the paved street edge and the right-of-way property line; and,

(b) the paved portions of a public right-of-way located between a painted solid white line and the right-of-way property line.

"Vehicle" means any motorized device for the transportation of people or goods containing two or more wheels.

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

10-3-2. Signs and Color Markings.

The City is authorized, subject to the provisions and limitations of this Chapter~~Title~~, to place and maintain signs and ~~or~~ traffic markings to indicate stopping, standing, and ~~or~~ parking regulations. The following traffic markings shall designate zones and have the following meanings:

(1) Red curb means no stopping, standing, or parking at any time.

(2) Yellow curb means no stopping, standing, or parking except as designated by signs or traffic markings.

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

10-3-3. Angle Parking.

The chief of police shall determine on what public rights-of-way and streets angle parking shall be permitted and shall cause angle parking areas to be marked or

signed ~~them~~. Angle parking in the public rights-of-way is prohibited unless otherwise marked or signed. Angle parking shall not be permitted upon any federal-aid or state right-of-way ~~highway~~ unless the Utah Department of Transportation has determined that the right-of-way ~~roadway~~ is of sufficient configuration to permit angle parking without interfering with the free movement of vehicular traffic, and the angle parking is marked or signed.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-4. Parallel Parking.

No person shall stop, stand, or park a vehicle within a public right-of-way ~~in a roadway provided with curb~~ other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement. ~~, and~~Where a gutter is provided, of whatever design, the right-hand (passenger-side) tires of the vehicle must be located entirely on the gutter,~~with the right-hand wheels of the vehicle within eighteen inches of the curb,~~ except where the gutter is a historic deep irrigation structure, or as otherwise provided in this Chapter. Where no gutter is provided, vehicles shall be parked so as to not create a risk to vehicles traveling on the roadway.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-5. Parking Not To Obstruct Traffic.

No person shall stop, stand, or park a vehicle upon a public right-of-way ~~street~~ in such a manner as to leave available less than ten feet of the width of ~~the~~ a roadway for the free movement of vehicular traffic.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-6. All Night Parking.

No person shall park a vehicle on any public right-of-way ~~street~~ between the hours of 2:00 a.m. and 6:00 a.m. of any day from November 1 through March 31. This provision does not apply to authorized emergency vehicles in the performance of official duties.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-7. Parking for Certain Purposes Prohibited.

No person shall park a vehicle upon any public right-of-way ~~street~~ for any of the following purposes:

(1) displaying the vehicle for sale;

(2) washing, greasing, or repairing the vehicle except repairs necessitated by an emergency;

(3) displaying advertising; or,

(4) selling food or other merchandise, except as expressly authorized in this Code.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-8. Parking at Tooele High School. (Repealed.)

~~The parking regulations of the current Student-Parent Manual of Tooele High School are hereby adopted and shall be enforced upon the premises of Tooele High School only.~~
(Ord. 1990-08, 06-14-1990)

10-3-9. Application of Provisions.

The provisions of this Chapter shall apply at all times, or at those times specified in this Chapter, or as indicated on official signs, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic-control device.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-10. Provisions Not Exclusive.

The provisions of this Chapter imposing a time limit on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing, or parking of vehicles in specified places or at specified times.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-11. Vehicles - Registration and Plates.

(1) Every vehicle at all times while standing or being stopped or parked upon a public right-of-way ~~the streets or alleys of this city~~ shall:

(a) be registered in the name of the owner thereof in accordance with the laws of the state, unless the vehicle is not required by the laws of Utah to be registered in this state;

(b) display in proper position two valid, unexpired registration plates, one on the front and one on the rear of the vehicle; and,

(c) when required, bear current validation or indicia of registration attached to the rear plate and in a manner complying with the laws of the state of Utah, which registration shall be free from defacement, mutilation, grease, dirt, and other obscuring items, so as to be plainly visible and legible at all times.

(2) If the vehicle is not required to be registered in this state, and the indicia of registration issued by another state, territory, possession, or district of the United States, or of a foreign country, substantially complies with the provisions hereof, such registration shall be considered as in compliance with this Section.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-12. Parking Signs Required.

(1) When the City desires to implement any site-specific parking regulation that imposes a parking time limit or parking prohibition in a specific location, the City shall install and maintain signs and/or pavement markings that provide notice of the regulation at the location where enforcement is sought.

(2) This section shall not apply to the following:

(a) general parking regulations that apply city-wide;

(b) general parking regulations that apply under specified circumstances or to places in general that meet specified criteria without identifying specific places by address, street name, or other specific place description;

(c) any provision of the Tooele City Code listed below:

i. §10-3-6
ii §10-3-11
iii §10-3-14
iv. §10-3-22
v. §10-3-23
vi. §10-3-24
vii. §10-3-25(1)

viii. §10-3-26

ix. §10-3-27; and,

(d) any State Code parking regulation of general application.

(3) When signs or pavement markings are erected or placed by direction of the City, it shall be a violation for any person to park a vehicle or allow a vehicle to remain parked upon any right-of-way ~~street~~ for longer than the time specified or contrary to the signs or markings.

(Ord. 2019-11, 04-17-2019) (Ord. 2007-31, 12-19-2007) (Ord. 1990-08, 06-14-1990)

10-3-13. Approaching a Parking Space.

(1) No person shall move a vehicle in any manner or leave a parking space and then reenter it to avoid the intent of this Chapter.

(2) Every driver about to enter a parking space being vacated shall stop the vehicle and wait to the rear of the vehicle in the actual process of vacating the parking space, and having so waited shall have prior right to the parking space over all other drivers.

(3) No driver shall stop a vehicle ahead of a parking space being vacated and attempt to interfere with a driver who has waited properly to the rear of a parking space being vacated.

(4) No driver shall stop and wait for a parking space unless the vehicle vacating the space is actually in motion in the process of vacating.

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

10-3-14. Procedure for Leaving Vehicle Unattended.

Except for emergency vehicles in the performance of official duties, ~~N~~no driver or person in charge of a vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, and removing the key and, when the vehicle is standing, parked, or stopped upon any perceptible grade, without effectively setting the brakes thereon and turning the front wheels to the curb or side of the street.

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

10-3-15. Lights on Parked Vehicles.

(1) Whenever a vehicle is lawfully parked upon any right-of-way~~street~~, no lights need be displayed upon the parked vehicle.

(2) Any lighted headlamp upon a parked vehicle, except official emergency vehicles in the performance of official duties, shall be depressed or dimmed.

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

10-3-16. Handicap Parking - Public Property.

(1) Handicap Parking in Restricted Areas.

(a) A disabled person whose automobile has affixed thereto, as provided by law, the handicap license plate or a transferable motor vehicle identification card issued by the state of Utah, shall be entitled to park in the following identified restricted parking areas without charge, notwithstanding any other state or municipal parking restriction:

(i) freight loading zones;

(ii) passenger loading zones; and,

(iii) time-limited parking zones.

(b) It is unlawful for a disabled person to park for longer than the maximum designated time at restricted parking areas.

(2) The City is hereby authorized, at its discretion, to reserve by appropriate signage various public areas or property for handicap parking. It is unlawful for:

(a) any disabled person to park longer than the time shown on the sign designating the area as "handicap parking"; or,

(b) any vehicle to be parked in an area designated as handicap parking, unless the vehicle has displayed upon it the handicap parking plate or transferable identification card issued by the state.

(3) It is unlawful for any person using a vehicle with a handicap license plate or transferable motor vehicle identification card who is not disabled to use handicap parking.

(4) Restricted Areas Not Authorized for Special Handicap Parking. Nothing herein shall be construed to permit parking by any individual, contrary to or as an exception to the limited purpose of any of the following designated areas:

(a) any area where official signs or traffic markings absolutely prohibit stopping, standing, or parking;

(b) areas reserved for emergency use;

(c) on a sidewalk;

(d) in front of or within five feet of a private driveway;

(e) within five feet of a fire hydrant, as measured in both directions along the street or highway curbline or public right-of-way property line, from a line extending from the center of the hydrant to the curbline or property line at its nearest point;

(f) within 20 feet of a crosswalk at an intersection;

(g) within 30 feet of the approach to any flashing beacon or traffic-control device located at the side of a roadway;

(h) between a safety zone and the adjacent curb, or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different length;

(i) within 50 feet of the nearest rail of a railroad crossing;

(j) within 20 feet of the driveway entrance to any fire station, and on the side of a street opposite the entrance when properly signposted;

(k) alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct or be hazardous to traffic;

(l) upon any bridge or other elevated structure upon a street;

(m) at any place in any public park, playground, or grounds of any public building other than on the roads and ~~or~~ parking lots provided for public parking in accordance with provisions of any officially installed signs;

(n) on any footpath or trail in any park, recreational area, or playground; or,

(o) taxi and bus stands or stops.

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

10-3-17. Handicap Parking - Private Property.

Only those vehicles displaying a handicap license plate or transferable identification card issued by the state may park in any parking space ~~spot~~ designated for the parking of handicapped or disabled persons. This restriction shall apply to and be enforceable upon public property and private property where parking is open to the general public, whether parking is provided to the general public for free or for a fee.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-18. Parking Lots Owned by the City.

(1) No person, on the premises of any parking lot owned by the City where a sign or signs are posted designating such parking lot as a parking lot of Tooele City, shall do any of the following:

(a) park any vehicle continuously within the parking lot in excess of 48 hours;

(b) park any boat, trailer, or recreational vehicle;

(c) park any vehicle over 18 feet in length or eight feet wide;

(d) abandon any vehicle;

(e) make repairs on any vehicle; or,

(f) park any vehicle thereon which does not bear a valid license plate and current registration.

(2) Any vehicle found in violation of ~~S~~subsection (1) is hereby declared to be a nuisance and may be summarily abated by removing any such vehicle by, or under the direction of, or at the request of a police officer or other officer charged with enforcing the parking laws of the City to a place of storage ~~within the city~~ by means of towing.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-19. Loading Zones and Restricted Parking - Designation and Signs.

The City is hereby authorized to determine the location of passenger and freight curb loading zones and restricted parking zones. The City shall place and maintain signs or markings indicating the same and stating the hours during which the provisions of this Section are applicable.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-20. Freight Curb Loading Zones.

(1) No person shall stop or park a vehicle or permit the same to remain stopped or parked for any purpose or length of time other than for the expeditious loading or unloading of materials in any place marked as a freight curb loading zone during the hours when the provisions applicable to such zones are in effect. In no case shall the stop for loading or unloading of materials exceed 30 minutes.

(2) The driver of a passenger vehicle may stop and park at a place marked as a freight curb loading zone for the purpose of and while actually engaged in loading or unloading passengers provided that the driver must remain with the vehicle.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-21. Restricted Parking Zones.

No person shall stop, stand, or park a vehicle for any purpose or length of time in any restricted parking zone other than for the purpose to which parking in the zone is restricted, except that a driver of a passenger vehicle may stop or park temporarily in the zone for the purpose of and while actually engaged in loading or unloading of passengers when such stopping does not interfere with any vehicle which is waiting to enter or about to enter the zone for the purpose of parking in accordance with the purposes to which parking is restricted. The driver must remain with the vehicle.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-22. Parking in Alleys.

No person shall park a vehicle within an alley except during the necessary and expeditious loading and unloading of merchandise. No person shall stop, stand, or park a vehicle within an alley in such a position as to block the driveway entrance of any abutting property, or interfere with the free movement of traffic through the alley.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-23. Double Parking, Standing, or Stopping.

No person shall park, stand, or stop a vehicle in a public right-of-way upon the roadway side of another vehicle which is parked, standing, or stopped in a public right-of-way except while actually engaged in loading or unloading passengers, or in compliance with the directions of a police officer or traffic-control device, or when temporarily necessary to avoid other traffic.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-24. Stopping or Parking - Roadways without Curb.

(1) No person shall stop, park, or leave standing any vehicle, whether attended or unattended, upon any street without a curb, when it is practical to stop, park, or so leave such vehicle off the street. In every event, any parked vehicle shall be parked in the direction of lawful traffic movement with an unobstructed width of the street opposite the standing vehicle left for the free passage of other vehicles, ~~and~~ leaving a clear view of such stopped vehicles ~~shall be available~~.

(2) This Section shall not apply to the driver of any vehicle which is disabled while on ~~the main traveled portion of~~ a street in such a manner and to such an extent that it is impossible to avoid stopping and temporarily leaving the disabled vehicle in that position.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

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

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

(a) on a sidewalk or curb;

(b) in front or within five feet of a private driveway;

(c) within an intersection;

(d) within five feet of a fire hydrant, as measured in both directions along the street or highway curbline or right-of-way property line from the line extending from the center of the hydrant to the curbline or property line at its nearest point;

(e) on a crosswalk;

(f) within 20 feet of a crosswalk at an intersection;

(g) within 30 feet upon the approach of any flashing beacon or traffic-control device located at the side of a roadway;

(h) between a safety zone and the adjacent curb, or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless authorized signs or markings indicate a different length;

(i) within 50 feet of the nearest rail of a railroad crossing;

(j) within 20 feet of the driveway entrance to any fire station, and on the side of a street opposite the entrance when properly signposted;

(k) alongside or opposite any street excavation or obstruction, when stopping, standing, or parking would obstruct or be hazardous to traffic;

(l) upon any bridge or other elevated structure upon a street;

(m) where official signs or traffic markings prohibit stopping, standing, or parking;

(n) in any public park, playground, recreational area, or grounds of any public buildings other than on the roads or parking lots provided for public parking and then only in accordance with provisions of any signs, officially installed by direction of the city;

(o) on any footpath or trail in any park, recreational area, or playground;

(p) within a fire lane, as designated by Tooele City, whether on public or private property;

(q) on any median or island, or on any dividing section of a street;

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

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

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

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

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

No person shall stop, stand, or park ~~leave or cause to be left, or parked,~~ any vehicle upon any portion of a street or highway between the curb lines ~~or, if there is no curb, between the roadway edge of pavement,~~ and the adjacent property lines.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-27. Using Public Rights-of-way ~~Streets~~ for Storage Prohibited.

No person shall park a vehicle, boat, trailer, motor home, camper, recreational vehicle, motorcycle, or other item upon any public right-of-way for a period of time longer than 48 hours.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-28. Presumption of Liability.

The fact that a vehicle which is ~~illegally~~ parked in violation of the provisions of this Chapter is registered in the name of a person shall be sufficient to constitute a presumption that such person was in control of the vehicle at the time of its parking.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

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

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

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

A police officer is hereby authorized to remove or caused to be removed to a place of safety any unattended vehicle stopped, parked, or left standing on a street or public right-of-way in a position or under circumstances as follows:

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

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

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

(4) the vehicle is abandoned or displays common indicia of abandonment.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-31. Violations - Penalties.

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

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

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

(4) As used in this Chapter, "receipt of notice" means the affixing of a notice to the vehicle alleged to have been in violation, or by delivery of notice to the owner or driver of the vehicle in violation.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

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

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

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

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

It shall be unlawful for the owner of a vehicle or boat, or for any other person, to park, cause to be parked, or allow to be parked the vehicle or boat on a vacant lot or parking lot owned by another person for the purpose of displaying the vehicle or boat for sale unless the owner or lessee of the property on which it is parked has given authorization for the vehicle or boat to be so parked.
(Ord. 2019-11, 04-17-2019) (Ord. 1994-29, 07-06-1994)

TOOELE CITY CORPORATION

ORDINANCE 2019-32

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 4-14 REGARDING THE ABATEMENT OF DANGEROUS BUILDINGS.

WHEREAS, Tooele City Code Chapter 4-14 governs the abatement of dangerous buildings, and adopts and implements the most recent edition (1977) of the Uniform Code for the Abatement of Dangerous Buildings (UDBAC or Code), which Code contains detailed procedures for the legal abatement of dangerous buildings; and,

WHEREAS, the 2015 and 2018 editions of the International Building Code contain abbreviated and inadequate provisions regarding the abatement (either through repair or demolition) of "Unsafe Structures and Equipment," and the City Administration recommends continuing under the 1997 UDBAC, the most recent comprehensive codification, with some important amendments; and,

WHEREAS, Tooele City conducted three building abatements approximately in the late 1990s, including the Westbrook Log Cabins on 70 West 600 North in 1999, and the Westbrook apartments building on Broadway; and,

WHEREAS, the City Administration recommends amending Chapter 4-14 in the following ways for the following reasons (see the proposed amendments attached as Exhibit A):

- Referring appeals to the Administrative Hearing Officer rather than a board of appeals. This is consistent with Tooele City's shift of more and more administrative appeals to a hearing officer. Also, it is difficult to assemble an appeals board of qualified individuals, only to have them meet once every two decades.
- Referring to TCC Chapter 1-28 for appeal procedures, consistent with the preceding point.
- Repealing the revolving fund. Given how infrequently Tooele City has needed to abate dangerous buildings, a periodic budget appropriation or amendment, as needed, is more practical than a restricted fund for building abatements.
- Repealing the "contest" section, which is obsolete in light of Administrative Hearing Officer appeals.
- Reconciling inconsistent timing provisions regarding the Conditional Permit to Secure.
- Clarifying methods for securing buildings.
- Replacing the very cumbersome recovery chapter of the UDABC with the State Code process for recovering abatement fees and costs.

and,

WHEREAS, it is desirable to modernize and clarify the City Code from time to time for ease of interpretation, administration, and enforcement:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 4-14 is hereby amended to read in its entirety as shown in redline in Exhibit A; and,

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For) (Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

TCC Chapter 4-14 (Amended)

CHAPTER 14. ABATEMENT OF DANGEROUS BUILDINGS

4-14-1. "Uniform Code for the Abatement of Dangerous Buildings" ~~a~~Adopted.

(1) The "Uniform Code for the Abatement of Dangerous Buildings" (hereinafter "UCADB"), 1997 ~~latest~~ edition, published by the International Conference of Building Officials, is hereby adopted as a code of Tooele City, subject to the amendments and exceptions thereto set out in this ~~c~~Chapter. Each and all of the regulations, provisions, conditions and terms of the UCADB, subject to the amendments and exceptions thereto as set out in this ~~c~~Chapter, are hereby referred to, adopted, and made a part hereof as if fully set out herein.

(2) The purpose of this ~~c~~Chapter is to provide a just, equitable, and practicable method whereby buildings or structures which from any cause endanger the life, limb, health, morals, property, safety, or welfare of the general public or their occupants, may be required to be repaired, vacated, and/or demolished.

(3) The remedies declared in this ~~c~~Chapter are cumulative with and in addition to any other remedy provided by the uniform codes adopted by the ~~c~~City~~, the housing ordinance, or others available by law~~.

(Ord. 98-42, 11-18-98); (Ord. 95-06, 05-19-95); (Ord. 94-20, 05-12-94)

4-14-2. Definitions.

As used in the UCADB:

(1) "Legislative body" means the Tooele City Council unless specifically stated otherwise.

(2) "Director of public works" means the ~~b~~Building ~~o~~Official.

(3) "Clerk of this jurisdiction" means the ~~c~~City ~~r~~Recorder.

(4) "Treasurer of this jurisdiction" means the ~~c~~City ~~t~~Treasurer.

(Ord. 94-20, 05-12-94)

4-14-3. Repealed. (Ord. 98-42, 11-18-98).

(Ord. 94-20, 05-12-94)

4-14-4. Appeals.~~Board of appeals.~~

All references in the UCADB to the "board of appeals" shall be amended to reference the Administrative Hearing Officer under Chapter 1-28 of this Code.~~Section 205 of the UCADB is hereby amended by adding the following:~~

~~"The concurring vote of a majority of a quorum of the board of appeals shall be necessary to reverse any order, requirement, or determination of any administrative official, or to decide in favor of an appellant on any matter upon which the board is required to determine."~~

(Ord. 95-06, 05-19-95); (Ord. 94-20, 05-12-94)

4-14-5. Appeal Procedures.~~ for conduct of hearing appeals.~~

Procedures for the conduct of appeals shall be those set forth in Chapter 1-28 of this Code.~~(1) Section 601.2 of the UCADB is amended to read as follows:~~

~~"A record of the entire proceedings shall be made by tape recording or by any other means of permanent recording determined to be appropriate by the board of appeals. The tape shall be retained for reference purposes for a period of six months; however, the board's official record shall be the permanent summarized minutes approved by the board, which shall be placed on file with the city recorder."~~

~~(2) Section 601.3 of the UCADB is amended to read as follows:~~

~~"The proceedings at the hearing may also be reported by a certified court reporter if requested by any party thereto. Such party must pay the reporter's fee and the cost of a transcript for each party."~~

(Ord. 95-06, 05-19-95); (Ord. 94-20, 05-12-94)

4-14-6. Repair and ~~d~~Demolition ~~f~~Fund. (Repealed.)

~~Section 802.1 of the UCADB is amended to read as follows:~~

~~"The city council shall establish a special revolving fund to be designated as the repair and demolition fund. Payments shall be made out of the fund upon the demand of the city engineer to defray the costs and expenses which may be incurred by the City in doing or causing to be done the necessary work of repair or demolition of dangerous buildings."~~

(Ord. 95-06, 05-19-95); (Ord. 94-20, 05-12-94)

4-14-7. Contest. (Repealed.)

~~Section 906 of the UCADB is amended to read as follows:~~

~~"The validity of any assessment made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced in a court of competent jurisdiction within 30 days after the assessment is placed upon the assessment roll as provided herein. Any appeal from a final judgment in such action or proceeding must be perfected within 30~~

~~days after the entry of such judgment."~~
(Ord. 95-06, 05-19-95); (Ord. 94-20, 05-12-94)

4-14-8. Conditional ~~p~~Permit to ~~s~~Secure.

(1) An application for a conditional permit to secure a building for temporary nonoccupancy may be made by the owner of the building who has received from the building official a notice of deficiencies and order to repair or demolish pursuant to the UCADB. The application must be made within 30 days of service of the notice and order and must be accompanied with a declaration of intent concerning the plans, use, and anticipated disposition of the building, together with a specific date for the commencement of the work to be performed under the permit, as well as ~~permit's termination and~~ the permit fee. The issuance by the building official of a conditional permit to secure shall act as a temporary stay of the notice and order until the permit expires or is terminated or cancelled.

(2) ~~A conditional permit to secure shall expire after 120 days. Two extensions of up to 30 days each may be authorized by the building official where reasonable.~~

~~(3)~~ Unless provided otherwise, securing authorized under a conditional permit to secure shall be commenced within seven days of its issuance. The permit will expire if the work is not completed within 15 days of its issuance.
(Ord. 94-20, 05-12-94)

4-14-9. Permit ~~e~~Expiration or ~~t~~Termination.

(1) Failure of the owner to pay required permit fees, obtain a permit, commence or complete work as ordered, or to correct securing deficiencies as required in this ~~c~~Chapter will result in the termination and cancellation of the conditional permit to secure. Notice of the expiration or termination shall be delivered personally or by certified mail and shall be effective five days thereafter unless any deficiencies are corrected and the building official reinstates this permit. The permit is not transferable and will terminate upon the owner's transfer of the property.

(2) If a conditional permit to secure expires or terminates, the preexisting notice and order will be automatically reinstated. The building official may proceed for abatement of a building ~~public nuisance~~ by repair, demolition, or securing of the building, with the abatement costs together with any unpaid permit fees to be charged to the owner or levied against the property pursuant to the UCADB.
(Ord. 94-20, 05-12-94)

4-14-10. Effect of ~~r~~Recording.

The action of the building official in ordering the approval or denial of a conditional permit to secure ~~application~~ shall be recorded against the property in the Tooele County recorder's office and shall constitute notice to the public, including future bona fide purchasers, that the building~~s~~ and property violate code requirements and are the subject of an outstanding notice and order for noncompliance which has temporarily been stayed pursuant to a nontransferable conditional permit to secure. A notice of expiration or ~~of~~ cancellation shall also be recorded after expiration becomes final indicating the stay is vacated and the order is reinstated. Such findings shall specify that the permit is nontransferable and shall terminate upon any transfer of the owner's interest in the property.
(Ord. 94-20, 05-12-94)

4-14-11. Permit Appeal. ~~- Time limitation.~~

(1) Any aggrieved property owner or other interested party may appeal the building official's decision regarding a conditional permit by filing an appeal to the Administrative Hearing Officer pursuant to Chapter 1-28 of this Code within 10 days of the decision being appealed.~~board of appeals with the city recorder within 30 days of the official's written decision. The procedures for conduct of hearing appeals under the UCADB as amended in this chapter shall be followed.~~

(2) Any party which fails to appeal as provided herein shall be deemed to have waived such appeal right.
(Ord. 94-20, 05-12-94)

4-14-12. Method of ~~s~~Securing ~~b~~Buildings.

All buildings to be temporarily secured shall be boarded as follows:

(1) All openings in the structure on the ground floor or easily accessible from the ground floor shall be secured either by erecting a single one-half-inch-thick layer of plywood sheathing covering over all exterior openings, overlapping the opening on every edge by no more than three inches, anchored ~~nailed~~ along the edges by eight-penny or larger common nails or equivalent screws spaced no more than every six inches.

(2) Alternately, the openings may be secured by conventional wood-frame construction. The frames shall use wood studs of a size not less than two inches by four inches placed not more than 24 inches apart on center. The frame stud shall have the four-inch sides or the wide dimension perpendicular to the face ~~fact~~ of the wall. Each side of the frame shall be covered with plywood sheathing of at least one-half inch thickness or equivalent lumber nailed over the opening by using eight-penny common nails or equivalent screws spaced no more than every six inches on the outside edges and no more than every twelve inches along intermediate stud supports.

(3) All coverings shall be painted the same color as the building or its trim. Whole glass areas above ground floor are acceptable so long as they remain intact, but if broken, they must be covered as provided in Subsections (1) or (2). Exterior doors shall be secured by a strong non-glass door adequately locked to preclude entry of unauthorized persons, or shall be covered as an opening described in Subsections (1) or (2).
(Ord. 94-20, 05-12-94)

4-14-13. Property ~~m~~Maintenance ~~r~~Responsibilities.

(1) Buildings and property under the purview of the UCADB shall be properly maintained and secured by their owner, who shall keep the property free from debris, litter, and weeds.

(2) The building official will cause a bimonthly inspection to insure such buildings remain properly secured and maintained. If the owner fails to timely obtain a conditional permit to secure, or comply to with any terms hereof, the owner shall receive a warning by telephone and also, if possible, a written confirmation of the warning from the building official. The owner shall commence action to correct the deficiency within five days of such notice or other appropriate time as designated by the building official, or the permit shall be cancelled by the building official.

(Ord. 94-20, 05-12-94)

4-14-14. Recover of Fees and Costs.

(1) Chapter 9 of the UDBAC shall be replaced with this Section.

(2) Consistent with the provisions and procedures of U.C.A. 10-11-3 and -4, as amended, and after any established deadlines for the payment of abatement-related fees and costs have passed, the officer may file and record with the Tooele County Recorder and Treasurer a building abatement tax lien and an itemized statement of all such fees and costs.

(3) Upon full payment of all amounts owing under a building abatement tax lien, or upon the entry of an order from the Administrative Hearing Office or a Utah Court declaring the lien amount satisfied, the City shall file and record an appropriate notice of satisfaction and/or release of lien.

(4) The City may pursue all lawful means to recover all penalties, fees, and costs imposed or incurred pursuant to this Chapter.

TOOELE CITY CORPORATION

RESOLUTION 2019-79

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A LEASE AGREEMENT WITH ECO-SITE II, LLC, FOR A CELL TOWER.

WHEREAS, on May 4, 2011, the City Council approved Resolution 2011-12, which authorized a Site Lease with Option and other agreements ("Lease") with T-Mobile for a cell tower site in Elton Park; and,

WHEREAS, pursuant to the Lease, T-Mobile exercised its first one-year option by letter dated June 2, 2011, and exercised its right to extend the option for one year on April 1, 2012; and,

WHEREAS, on May 1, 2013, the City Council approved Resolution 2013-15, which authorized a First Amendment to the Side Lease to extend the option for an addition year, which First Amendment was effective May 14, 2013; and,

WHEREAS, on March 5, 2014, the City Council approved Resolution 2014-11, which authorized a Second Amendment to the Site Lease to extend the option for an additional year, which Second Amendment was effective through May 23, 2015; and,

WHEREAS, the Lease options expired, with T-Mobile not exercising its option to build the cell tower; and,

WHEREAS, Eco-Site II, LLC, desires to enter into a new lease agreement ("New Lease") for a T-Mobile macro wireless communications tower facility ("Tower") in Elton Park, in the location shown on the site drawings attached as Exhibit A (the proposed New Lease is attached as Exhibit B); and,

WHEREAS, the City Administration, including the Parks and Recreation Department, recommends approval of the New Lease to allow the construction of the Tower, finds that the Tower and associated facilities, in the location and configuration shown in Exhibit B, will not interfere with, conflict with, or detract from the use and nature of Elton Park as a free and open public park, and finds that the New Lease is in the best interest of the City; and,

WHEREAS, the New Lease and the Tower will result in new revenue to the City general fund in the amount of $15,000 annually (or $1,250 monthly), plus 1% annual escalations, for a period of 20 years or more; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the New Lease is hereby approved and that the Mayor is hereby authorized to sign the New Lease and necessary related documents on behalf of the City.

This Resolution is in the best interest of the welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

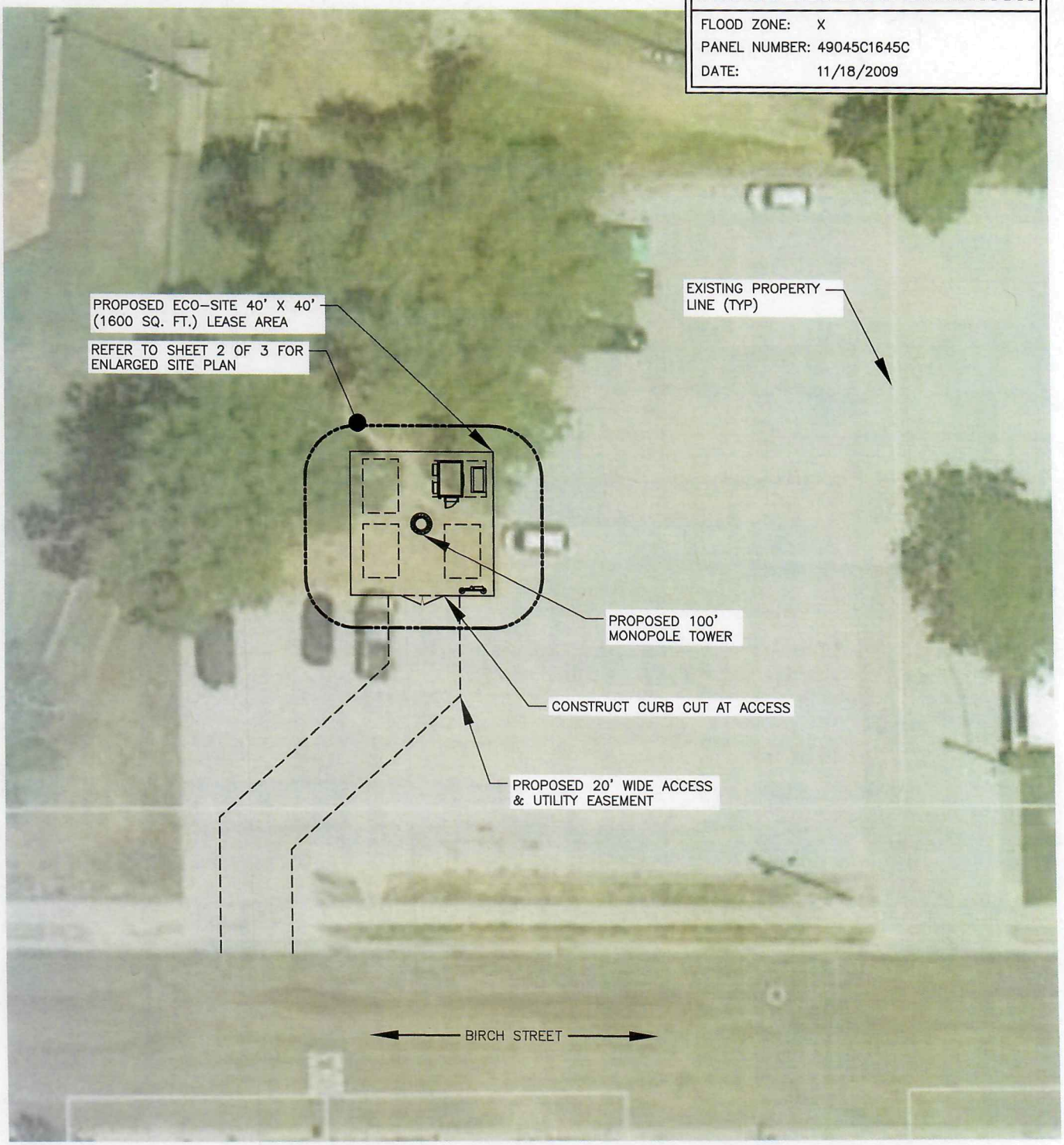
Approved as to Form: _____
Roger Evans Baker, City Attorney

Exhibit A

Tower Site Drawings

FLOOD ZONE INFORMATION	
FLOOD ZONE:	X
PANEL NUMBER:	49045C1645C
DATE:	11/18/2009

TRUE NORTH



AT THE TIME THIS DRAWING WAS COMPLETED, A COPY OF THE TOWER DESIGN DRAWINGS WERE NOT MADE AVAILABLE TO KIMLEY-HORN AND ASSOCIATES. THE SIZE OF THE OVERALL TOWER FOOTPRINT IS NOT EXACT.

Kimley»Horn
4000 EMBASSY PKWY.
SUITE 420
AKRON, OH 44333
PHONE (216) 505-7775
WWW.KIMLEY-HORN.COM

ECO-SITE NUMBER: UT-0014
T-MOBILE SITE: SL09014A ELTON PARK

400 N. BROADWAY AVE.
TOOELE, UT 84074

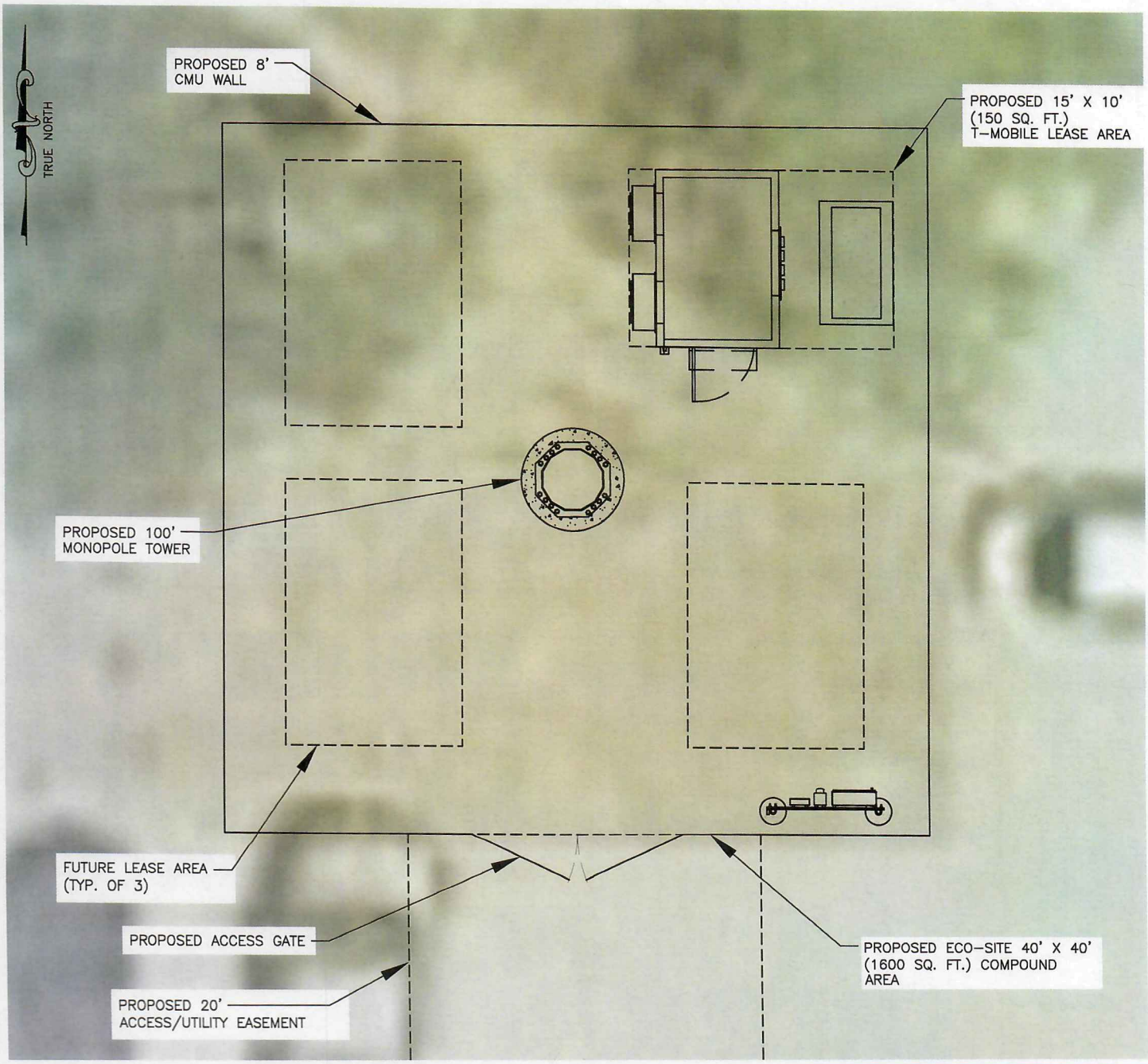
OVERALL SITE PLAN

Eco-Site
240 Leigh Farm Rd.,
Suite 415
Durham, NC 27707

DATE:	06/04/19
DRAWN BY:	LMB
CHECKED BY:	KJC
REVISION:	A
PROJECT #:	KHCLE-1220
SHEET:	1 OF 3

FLOOD ZONE INFORMATION

FLOOD ZONE:	X
PANEL NUMBER:	49045C1645C
DATE:	11/18/2009



AT THE TIME THIS DRAWING WAS COMPLETED, A COPY OF THE TOWER DESIGN DRAWINGS WERE NOT MADE AVAILABLE TO KIMLEY-HORN AND ASSOCIATES. THE SIZE OF THE OVERALL TOWER FOOTPRINT IS NOT EXACT.

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4000 EMBASSY PKWY.
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AKRON, OH 44333
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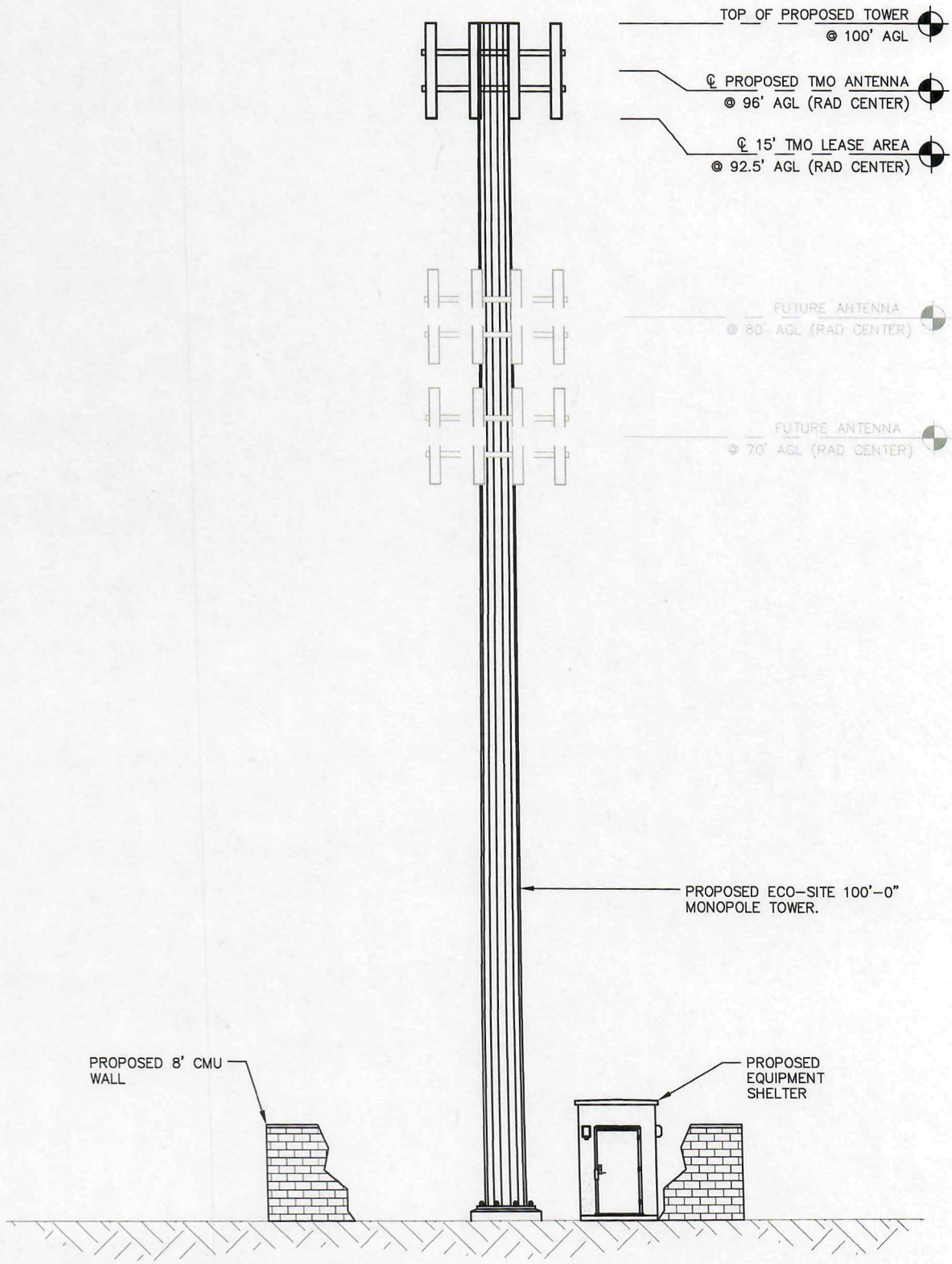
ECO-SITE NUMBER: UT-0014
T-MOBILE SITE: SL09014A ELTON PARK

400 N. BROADWAY AVE.
TOOELE, UT 84074

ENLARGED SITE PLAN

Eco-Site
240 Leigh Farm Rd.,
Suite 415
Durham, NC 27707

DATE:	06/04/19
DRAWN BY:	LMB
CHECKED BY:	KJC
REVISION:	A
PROJECT #:	KHCLE-1220
SHEET:	2 OF 3



Kimley»Horn
4000 EMBASSY PKWY.
SUITE 420
AKRON, OH 44333
PHONE (216) 505-7775
WWW.KIMLEY-HORN.COM

ECO-SITE NUMBER: UT-0014
T-MOBILE SITE: SL09014A ELTON PARK

400 N. BROADWAY AVE.
TOOELE, UT 84074

TOWER ELEVATION

Eco-Site
240 Leigh Farm Rd.,
Suite 415
Durham, NC 27707

DATE:	06/04/19
DRAWN BY:	LMB
CHECKED BY:	KJC
REVISION:	A
PROJECT #:	KHCLE-1220
SHEET:	3 OF 3

Exhibit B

New Lease

LEASE AGREEMENT

THIS LEASE AGREEMENT ("***Lease***") is made as of the Effective Date by and between Landlord (as identified in Section 1.2) and Eco-Site II, LLC, a Delaware limited liability company ("***Tenant***").

WHEREAS, Landlord owns certain real property located in the County of Tooele, in the State of Utah, that is more particularly described or depicted in the attached **Exhibit 1** (the "***Property***"); and

WHEREAS, Tenant desires to obtain the right to lease from Landlord (i) a certain portion of the Property of approximately 1,600 square feet (the "***Tower Compound***") for wireless communications and related purposes and (ii) an appurtenant, non-exclusive leasehold easement (the "***Access and Utility Easement***") over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement being more particularly described on **Exhibit 2**, depicted on the survey attached as **Exhibit 3**, and collectively referred to hereinafter as the "***Premises***").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. BUSINESS TERMS AND INFORMATION. For purposes of this Lease, in addition to the defined terms elsewhere in this Lease, including the recitals above, the following capitalized terms or information have the meanings set forth in this Section 1:

1.1 ***Tenant's Notice Address***:

Eco-Site II, LLC
Attn: Asset Management
Eco-Site Site Number UT-0014
240 Leigh Farm Road
Suite 415
Durham, NC 27707

with a copy to:

Eco-Site II, LLC
Attn: General Counsel
240 Leigh Farm Road
Suite 415
Durham, NC 27707

1.2 ***Landlord***: Tooele City Corporation, a municipal corporation.

1.3 ***Landlord's Notice Address***:

Tooele City Corporation
Attn: Mayor
90 North Main Street
Tooele, UT 84074

with a copy to:

Tooele City Corporation
Attn: City Attorney
90 North Main Street
Tooele, UT 84074

1.4 ***Communications Facility***: The radio and communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, buildings, optional backup generators and any other ancillary equipment related thereto.

1.5 ***Testing Period***: That certain period of time, consisting of the Initial Testing Period and any effective Testing Period Renewal Term, that occurs immediately prior to the commencement of the leasehold and during which Tenant may investigate the feasibility of constructing and operating a wireless telecommunications facility on the Premises as further provided in Section 2.

1.6 ***Initial Testing Period***: A period of one year, commencing on the Effective Date.

1.7 ***Testing Period Renewal Term***: A period of one year, commencing on the day after the expiration of the Initial Testing Period (as further provided in Section 2.3).

1.8 ***Testing Period Consideration***: N/A.

1.9 ***Term***: The term of the leasehold granted by Landlord to Tenant pursuant to this Lease, which consists of the Initial Term and any effective Renewal Term.

1.10 ***Commencement Date***: The first day of the possessory leasehold under this Lease, which is the date that Tenant begins visible construction at the Premises (inclusive of site preparation) consistent with the terms of this Lease.

1.11 ***Initial Term***: The term commencing on the Commencement Date and continuing through the last day of the 120th full calendar month after the Rent Accrual Commencement Date.

1.12 ***Renewal Term***: As provided in Section 3, each of the 4 successive periods of 5 years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

1.13 ***Rent Accrual Commencement Date***: Provided the Commencement Date occurs between the 1st and the 15th day of a calendar month, then the Rent Accrual Commencement Date is retroactive to the first day of the calendar month in which the Commencement Date occurs; and otherwise, the Rent Accrual Commencement Date is the first day of the calendar month immediately following the Commencement Date.

1.14 ***Rent***: The annual amount of $15,000.00, payable in equal monthly payments of $1250.00. 1% annual escalation beginning on the 1st anniversary of the commencement date of this lease.

2. RIGHT TO LEASE / TESTING PERIOD.

2.1 Landlord grants to Tenant the right to lease the Tower Compound and the Access and Utility Easement, which easement is to install and maintain utility services to and serving the Tower Compound and vehicular and pedestrian access from a public right-of-way serving the Property to the Tower Compound.

2.2 During the Testing Period and in exchange for Tenant's payment to Landlord of the Testing Period Consideration within 30 days of the Effective Date, Tenant and its agents, employees, engineers, surveyors and other representatives have the right to enter upon the Property: (i) to inspect and examine the Premises; (ii) to conduct and perform soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises and the Property (collectively, the "***Tests***"), subject to Utah blue stakes laws; (iii) to apply for and obtain licenses, permits, approvals, or other relief required or deemed necessary or appropriate for Tenant's use of the Premises including, applications for zoning variances, zoning ordinances, amendments, conditional use permits, and building permits (collectively, the "***Government Approvals***"); (iv) to initiate, order and/or schedule utilities; and (v) otherwise to do those things on or off the Premises that, in the discretion, opinion or judgment of Tenant, are necessary or desirable to determine the physical condition of the Premises, the environmental history of the Premises, Landlord's title to the Property and the feasibility or suitability of the Premises for Tenant's use of the Premises for a Communications Facility, all at Tenant's sole expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, regardless of whether such defect or condition is disclosed by Tenant's inspection. A pre-existing defect or condition is one that exists both (1) prior to the Effective Date, and (2) independent of Tenant's activities on the Property. At the conclusion of the Testing Period, to the extent Tenant may alter or damage the Property as a result of its activities on the Property during the Testing Period, Tenant will restore the Property to its condition as it existed at the Effective Date, reasonable

wear and tear and casualty not caused by Tenant excepted. Subject to the foregoing, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of or as a result of Tenant conducting the Tests and its entry onto the Property during the Testing Period.

2.3 Tenant may extend the Testing Period for the Testing Period Renewal Term upon written notification to Landlord given prior to the expiration of the Initial Testing Period.

2.4 During the Testing Period, Tenant may commence the Initial Term by obtaining a building permit for and commencing visible construction of the Communications Facility at the Premises. Tenant shall notify Landlord in writing of the commencement of the Initial Term within 15 days of the Commencement Date. Immediately upon Tenant commencing visible construction as aforesaid, without further act or deed, the Testing Period will terminate, the Initial Term commences and Landlord leases the Premises to Tenant subject to the terms and conditions of this Lease. If Tenant does not obtain a building permit and commence visible construction of the Communications Facility at the Premises prior to the expiration of the Testing Period, this Lease will terminate and the parties will have no further liability to each other except for the indemnity and restoration obligations imposed by Tenant under Section 2.1.

2.5 During the Testing Period, Tenant reserves the right (i) to revise the legal description of the Tower Compound and the Access and Utility Easement to conform the same to a survey of the Premises to be procured by Tenant from a licensed surveyor and attach such revised legal description as Exhibit 2 to this Lease and (ii) to procure a survey of the Premises by a licensed surveyor if a survey or depiction of the Premises is not, at the execution of this Lease, attached as Exhibit 3. Upon completion of such survey and revision of the aforesaid legal descriptions based thereupon, (i) the revised legal descriptions of the Tower Compound and the Access and Utility Easement will be attached to this Lease as Exhibit 2 and made a part hereof (superseding any prior Exhibit 2), the survey will be attached to this Lease as Exhibit 3 and made a part hereof (superseding any prior Exhibit 3), and Tenant shall promptly provide to Landlord notice of and copies of the revised legal descriptions of the Tower Compound and the Access and Utility Easement and of the survey.

3. TERM. The term of the leasehold granted by Landlord to Tenant hereunder commences on the Commencement Date, which Tenant shall confirm in writing to Landlord as provided in Section 2.4, and continues through the Term. Tenant shall have the option to extend the term of this Lease for each of the Renewal Terms. Each Renewal Term will commence automatically, without further act or deed, unless Tenant delivers written notice to Landlord of Tenant's intent not to renew the Term for the next available Renewal Term, such notice to be delivered not less than 30 days prior to the end of the then-current term (*i.e.*, the Initial Term or the then-effective Renewal Term).

4. RENT. Tenant shall pay Rent to Landlord accruing and beginning as of the Rent Commencement Date. The Rent is payable in advance, on or before the 5th day of each calendar month. Payments will be made via electronic funds transfer directly to Landlord's bank account unless otherwise directed by Landlord. Rent will be equitably prorated for any partial calendar month. Notwithstanding the foregoing, Tenant will tender to Landlord the initial Rent payment within 30 days after the Commencement Date.

5. TAXES AND CHARGES.

5.1 Tenant shall pay any personal property taxes assessed on, or any portion of such taxes directly attributable to, the Communications Facility. Landlord shall pay prior to delinquency all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall reimburse Landlord for any increase in real property taxes levied against the Premises which are directly attributable to the presence or operation of the Communications Facility on the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if and only if Landlord furnishes proof of such increase to Tenant within 2 months of Landlord's first notice of such increase. If Landlord fails to pay prior to delinquency any taxes which are a lien against the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes and any interest and penalties thereof paid by Tenant on Landlord's behalf from future installments of Rent.

5.2 Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payment required of it under this Lease required to assure that Tenant is not disturbed in its possession of the Tower Compound, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing 10 days' prior written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. Landlord shall pay or reimburse Tenant for the full amount of any costs or expenses so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) with interest at the statutory rate thereon, or at Tenant's election, may be offset against the Rent.

6. USE.

6.1 During the Term, Tenant may use the Premises for the erection, operation and maintenance of a Communications Facility (the "***Permitted Use***"). Tenant may make improvements, alterations and modifications to the Premises as are deemed appropriate by Tenant consistent with the Permitted Use, including the right to clear the Premises of any vegetation, undergrowth or other obstructions which, in Tenant's sole opinion, interferes with the Permitted Use. Tenant shall have the exclusive right to install upon the Tower Compound communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary or desirable in Tenant's sole judgment, but subject to compliance with all applicable laws, statutes, rules and regulations of any jurisdictions.

6.2 During the Term, Landlord further grants Tenant (i) the right on the Property to clear undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which in either case may interfere with or fall upon the Communications Facility or the Premises; (ii) a non-exclusive easement in, over, across and through the Property and other adjoining real property owned by Landlord as reasonably required for the construction, installation, maintenance, and operation of the Communications Facility and the access thereto.

6.3 Landlord acknowledges that Tenant is in the business of subleasing all or portions of the Tower Compound and the Communications Facility to its tenants, licensees or customers pursuant to separately negotiated subleases or licenses entered into between Tenant and such tenant, licensee or customer. Tenant may enter into any sublease or license without the consent of Landlord, provided that, notwithstanding the terms of that certain sublease or license, Tenant shall remain liable for all of the terms and conditions of this Lease and Tenant shall fulfill each covenant contained herein. Tenant shall remain liable for and hereby indemnifies and shall protect and defend Landlord from and against all costs, damages or liability (including reasonable attorneys' fees) resulting from any act or omission of such subtenant or licensee to the extent such act or omission is permitted by Tenant but is contrary to or inconsistent with the terms of this Lease.

6.4 Tenant and its customers, lessees, licensees, employees, agents, invitees, contractors, successors and assigns shall have access to the Premises 7 days a week, 24 hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the Communications Facility or portions thereof, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission or other governmental agency changes, amends or modifies its regulations and requirements, issues new regulations or requirements, or otherwise takes any action, the result of which reasonably inhibits Tenant's use of the Premises or any portion of the Communications Facility for the Permitted Use, or if technological changes render the Permitted Use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for the Permitted Use, Tenant shall have the right to terminate this Lease upon written notice to Landlord and effective on the earlier of the date set forth in the notice of termination or 30 days after the date of deemed receipt of such notice by Landlord.

6.5 Landlord hereby authorizes Tenant and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, zoning variances, conditional use permits, administrative permits, operation permits and/or building permits consistent with the Permitted Use. At no additional cost to Tenant, Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities and agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals and other permits required to use and maintain the Premises and the Communications Facility. Landlord shall not do or permit anything that will interfere with or negate any conditional use permit or approval pertaining to the Premises or cause any portion of the Communications Facility located on the Premises to be in nonconformance with applicable local, state, or federal laws.

6.6 It is intended that the legal description of the Premises accurately reflect an "as-built" survey of the location of the Tower Compound, the communications tower located thereon, and the Access and Utility Easement. Accordingly the parties agree that, if any part of such tower, buildings, roadways, utilities, guy wires or anchors related to the Communications Facility located on the Premises is located beyond the legal description of the Premises, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease to the extent that such improvements are located on real property owned by Landlord, and Exhibit 2 and Exhibit 3 to this Lease shall be modified to reflect the "as-built" locations of the Tower Compound and the Access and Utility Easement. Tenant shall seek Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, prior to causing any portions of the Communications Facility or Tower Compound to leave the defined Premises.

7. ACCESS AND UTILTIES. During the Term, Landlord for itself, its successors and assigns, hereby leases to Tenant, its customers, lessees, licensees, employees, agents, invitees, contractors, successors and assigns, as an appurtenance to the Tower Compound, the Access and Utility Easement for ingress and egress for the benefit of and access to the Tower Compound as well as for the construction, installation, operation and maintenance of overhead and underground electric, gas and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities, over, across and through the Access and Utility Easement for the benefit of and access to the Tower Compound, subject to the terms and conditions herein set forth. The rights granted to Tenant herein include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the Access and Utility Easement for the Permitted Use.

8. EQUIPMENT, FIXTURES AND SIGNS.

8.1 All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its customers, tenants and licensees. Tenant and its customers, tenants and licensees shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, but subject to compliance with all applicable laws, statutes, rules and regulations of any jurisdictions, and such property shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, tenants and licensees. At any time during the Term and within a reasonable time after the expiration or earlier termination of the Term, Tenant and its customers, tenants and licensees shall remove their equipment, structures, fixtures, signs, and personal property from the Premises as set forth below subject to compliance with all applicable laws, statutes, rules and regulations of any jurisdictions,.

8.2 Removal; Abandonment. Within one hundred twenty (120) days of the expiration or earlier termination of this Lease for any reason, Tenant, at its sole cost and expense, shall remove from the Premises all of the improvements constituting the Communications Facility, including, without limitation to the generality of the foregoing, all equipment, personal property, antennas and other improvements (provided that Tenant shall not be required to remove any equipment platforms, slabs, concrete pads, foundations, below-grade improvements, underground utilities, or related infrastructure or replace any trees, shrubs or other vegetation) and shall repair any damage to the Premises caused by the removal of the Communications Facility, equipment, personal property, antenna facilities and ground facilities, normal wear and tear excepted. Any such personal property not removed from the Premises within one hundred and twenty (120) days after the expiration or earlier termination hereof shall be conclusively deemed to have been abandoned, and Landlord may remove and dispose of such personal property as Landlord deems fit without incurring any liability whatsoever therefor to Tenant, and Tenant shall reimburse Landlord for all such actual and reasonable third-party expenses and costs, as additional Rent hereunder, that Landlord incurs on account of such removal and disposal within thirty (30) days of receipt of an itemized invoice from Landlord therefor. If Tenant fails to remove those portions of the Communications Facility required to be removed pursuant to this Section 8, within one hundred twenty (120) days after the expiration or earlier termination of this Lease, Landlord may send to the Tenant a notice requesting such removal. If Tenant fails to comply with such notice within thirty (30) days of receipt thereof, all structures, buildings, facilities and equipment remaining at the Premises shall be conclusively deemed to have been abandoned and Landlord may dispose of or remove from the Premises such structures, buildings, and equipment as Landlord deems fit without incurring any liability whatsoever therefor to Tenant, and Tenant shall reimburse Landlord for all such actual third party expenses and costs, as additional Rent hereunder that Landlord incurs on account of such removal and disposal within thirty (30) days of receipt of an itemized invoice from Landlord therefor, along with reasonable documentation of the cost incurred by Landlord.

9. ASSIGNMENT. Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder thereafter accruing. Landlord may assign this Lease, in whole or in part, to any person or entity (i) who or which acquires fee title to the Premises, and/or (ii) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion.

10. COVENANTS, WARRANTIES AND REPRESENTATIONS. Landlord covenants, warrants and represents the following:

10.1 Landlord is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution of this Lease; that it alone has full right to let the Premises for the Term set out herein; and that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term.

10.2 Landlord has complied with, and will continue to comply with, all environmental, health, and safety laws with respect to the Premises other than those which arise out of Tenant's use of the Tower Compound for a Communications Facility (which compliance obligation is to be borne by Tenant), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, at the commencement of the Term, Landlord and the Premises are in compliance with all environmental, health, and safety laws; no asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises; and to the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises.

10.3 All utilities in place upon the commencement of the Term and serving the Property enter through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements. All utilities are installed and operating and all installation and connection charges have been paid in full.

10.4 Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads or to utility services serving the Premises.

10.5 The Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the Property, and access to the Property is provided by paved public right-of-way.

10.6 With respect to the Premises, except as disclosed by Landlord in writing to Tenant prior to the execution hereof, (i) there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Tower Compound; (ii) there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and (iii) there are no parties (other than Landlord) in possession of the Premises.

11. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the Term, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

12. INDEMNITIES. Each of Landlord and Tenant agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (each, an "***Indemnified Persons***"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) asserted by a third party against an Indemnified Person caused by or arising out of (i) such indemnifying party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such indemnifying party's negligent or willful acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

13. WAIVERS.

13.1 Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facility or any portion thereof or any equipment located upon the Premises, regardless of whether such Communications Facility or equipment is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

13.2 EACH OF LANDLORD AND TENANT WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND WHICH IS SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS OF A PARTY UNDER THIS LEASE.

14. INSURANCE.

14.1 Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than $2,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other Communications Facility locations of Tenant and its affiliates. Tenant shall maintain all insurance policies required of it to be maintained hereunder with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and which policies will include a provision for cancellation only upon 30 days' prior written notice to Landlord. Tenant shall evidence such insurance

coverage by delivering to Landlord a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

14.2 Landlord shall carry, at no cost to Tenant, general liability insurance and property casualty insurance appropriate for Landlord's improvements on the Property and in such amounts to cause the replacement / restoration of the Property (excluding Tenant's improvements and personal property) in the event of casualty.

14.3 Landlord and Tenant release each other and their respective officers, directors and employees and agents from any claims for any injury to any person or any property damage caused by, or that result from, risks insured against under any property or casualty insurance policies carried by such insured party and in force at the time of any such injury or damage to the extent that such release and waiver does not invalidate any insurance policy held by such insured party. Landlord and Tenant shall exercise commercially reasonable efforts to cause each insurance policy it obtains to provide that the insurance carrier waives all right of recovery by way of subrogation against the other in connection with any injury or damage covered by any such property or casualty insurance policy.

15. INTERFERENCE. During the Term, Landlord, its successors and assigns will not grant any ground lease, license, easement or other rights with respect to the Property or any land adjacent to the Premises for the Permitted Use if such lease, license, easement or other right would detrimentally impact Tenant's Communications Facility or Tenant's use thereof.

16. LIMITED RIGHT OF FIRST REFUSAL. Notwithstanding anything to the contrary contained herein, this section shall not apply to any fee simple sale of the Property by Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to accept an offer to (i) sell or convey any interest (including leaseholds or easements) in any real property of which the Tower Compound is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure or lands on which such wireless telecommunications infrastructure is located (any such person or entity, a "***Third Party Competitor***") or (ii) assign all or any portion of Landlord's interest in this Lease to a Third Party Competitor (any such offer, the "***Offer***"), Landlord shall serve a written notice upon Tenant stating that Landlord desires to accept such Offer and the exact terms of the Offer (including the nature of title being conveyed to the Third Party Competitor), and provide with such notice a copy of such Offer (the "***Transfer Notice***"). Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant shall provide Landlord with written notice of its election not later than 30 days after Tenant receives the Transfer Notice. The closing of the purchase and sale or conveyance of the Premises pursuant to the Offer shall occur at the time set forth in the Offer provided that Tenant shall not be required to close before the 15th day following the date of Tenant's acceptance of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease. Tenant's failure to give a timely acceptance or its rejection of the Offer is deemed a waiver of its right to exercise its right of first refusal to accept the Offer, but will not constitute or be deemed a waiver of its right of first refusal with respect to any modification to the Offer or any future Offer that Landlord may receive. Landlord hereby acknowledges and agrees that this limited right of first refusal runs with and is appurtenant to the Property and that any sale or conveyance by Landlord in violation of this Section 16 is null and void and of no force and effect. To the extent that a statutory or common law rule against perpetuities applies to limit the term or period of duration of this limited right of first refusal, then the period or term of this limited right of first refusal commences upon the Effective Date and expires on earlier of (i) the expiration or earlier termination of this Lease and (ii) the day immediately before the day that but for this sentence, such limited right of first refusal would be rendered void or unenforceable due to a violation of a statutory or common law rules against perpetuities. To the extent that the Term is extended such that the limited right of first refusal described in this Section 16 would otherwise expire prior to the expiration or earlier termination of the Term as a result of the application of the immediately prior sentence, Tenant shall have the right to renew successively this limited right of first refusal upon the payment by Tenant to Landlord of the sum of $10.00, at which time, this limited right of first refusal is renewed for an additional term commencing from the date of such payment to Landlord until the earlier of (i) the expiration or earlier termination of this Lease and (ii) the day immediately before the day that but for this sentence, such extended limited right of first refusal would be rendered void or unenforceable due to a violation of a statutory or common law rules against perpetuities.

17. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its Communications Facility located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facility, including the tower(s),

building(s), guy anchors, and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its Communications Facility.

18. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease is to be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

19. CONDEMNATION. Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises or any portion thereof, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an equitable abatement or adjustment of Rent) due to a condemnation without the prior written consent of Tenant.

20. DEFAULT. Should Landlord or Tenant fail to perform any of its respective covenants or obligations imposed upon it or breach any of its respective representations or warranties under this Lease (a "***Non-Performing Party***"), then the other party shall give the Non-Performing Party written notice of such breach or failure, at which time the Non-Performing Party shall be in default under this Lease; provided, however, to the extent such default is susceptible of being cured or remedied, the Non-Performing Party shall have the Cure Period to remedy such breach or failure prior to the Non-Performing Party being in default under this Lease. For purposes hereof, the "***Cure Period***" is a period 30 days, measured from the date of the Non-Performing Party's receipt of such notice of breach or failure; provided, if such breach or failure cannot reasonably be cured within such 30-day period and the Non-Performing Party proceeds promptly after the receipt of such notice of such breach or failure to commence to remedy same and pursue curing such breach or failure with due diligence, Cure Period is extended for such period of time as may be necessary to complete such curing, not to exceed 60 days from the Non-Performing Party's receipt of such written notice of such breach or failure or such longer period of time as agreed by the other party. Upon a default by the Non-Performing Party that is not susceptible of being cured or if it is susceptible of being cured, that is not cured within the Cure Period will give rise to the other party being able to assert against the Non-Performing Party any remedies available at law or in equity, including the right to terminate this Lease, subject to Section 13.2. Notwithstanding the foregoing, should a Non-Performing Party fail to perform any of its obligations imposed upon it under this Lease and irreparable and immediate harm may befall the other party as a result of such failure, the other party may pursue injunctive relief immediately without the passage of the Cure Period.

21. ATTORNEY'S FEES. If any legal proceeding between Landlord and Tenant arise from, out of or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and be taxed to the unsuccessful party as a part of such judgment.

22. SUBORDINATION AND TENANT'S LENDER.

22.1 This Lease is subordinate to all deeds of trust, mortgages and ground leases now or hereafter encumbering the Premises or Landlord's interest therein (collectively, "***Encumbrances***" and each, an "***Encumbrance***") provided Landlord, its lenders and other tenants (i) are bound by the terms of the Lease; (ii) agree not to disturb or disrespect Tenant's use or possession of the Premises or Tenant's other rights granted under this Lease in the event of a foreclosure of such Encumbrance so long as Tenant is not in default hereunder beyond any applicable cure period; and (iii) agree not to join Tenant as party defendant in any such foreclosure proceeding taken by it unless otherwise required by applicable law. With regard to any Encumbrance, Landlord covenants and agrees that, upon the request of Tenant, it shall use its best efforts to cause the beneficial holder of such Encumbrance to execute a customary subordination, non-disturbance and attornment agreement with regard to this Lease. In addition, each of Landlord and Tenant will, within 10 days after the request of the other party, execute and deliver to the other party, an estoppel letter as to such factual matters relating to the Lease as are reasonably requested by such other party, its lender or prospective successor-in-interest.

22.2 Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in the Lease and all of Tenant's personal property and fixtures attached to the Premises, and furthermore consents to the exercise by Tenant's lender ("***Tenant's Lender***") of its rights of foreclosure with respect to its lien and security interest in Tenant's interest therein. Landlord agrees to recognize Tenant's Lender as the tenant under this Lease upon any such exercise by Tenant's Lender of its rights of foreclosure. Landlord hereby (i) agrees that any lien or

security interest in favor of Landlord which arises by law or pursuant to the Lease is subordinate to the lien and security interest of Tenant's Lender in the collateral securing all indebtedness at any time owed by Tenant to Tenant's Lender (the "***Collateral***"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and Tenant's Lender or the Lease, Tenant's Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by Landlord of any rights which it may have therein, including entry upon the Premises and removal of the Collateral free and clear of Landlord's lien and security interest.

22.3 To the extent that Tenant or Tenant's Lender has given notice to Landlord of Tenant's Lender's security interest in the Lease and other Collateral and an address to which Landlord is to provide notices to Tenant's Lender, (i) Landlord agrees to give Tenant's Lender written notice of any breach, failure or default of the terms of the Lease within 15 days after the occurrence thereof, at such address as is specified to Landlord by Tenant's Lender; (ii) Landlord agrees that no default under the Lease is deemed to have occurred unless notice of such breach, failure or default is also given to Tenant's Lender and any applicable cure period has passed; and (iii) in the event of any such breach, failure or default under the terms of the Lease, Tenant's Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional 90 days after any applicable cure period to cure or correct any such breach, failure or default (whether the same shall consist of the failure to pay rent or the failure to perform), and Landlord agrees to accept such payment or performance on the part of Tenant's Lender as though the same had been made or performed by Tenant. Landlord agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Tenant's Lender the foregoing notice and periods to cure any default or breach under the Lease. In the case of termination of this Lease for any reason or if this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, (i) Landlord shall give prompt notice thereof to Tenant's Lender consistent with this Section 22.3; and (ii) on written request of Tenant's Lender made any time within 30 days after the giving of such notice by Landlord, Landlord shall promptly execute and deliver a new lease of the Premises to Tenant's Lender or its designee or nominee for the remainder of the Term (as if this Lease were not terminated, rejected or disaffirmed) upon all the covenants, conditions, limitations and agreements contained herein (including options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Tenant's Lender (A) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Lease up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Lease and the preparation of the new lease, and (B) shall cure all defaults existing under this Lease which are susceptible to being cured by Tenant's Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Tenant's Lender shall have otherwise complied with the provisions of this Section 22.3, Tenant's Lender shall have no obligation to cure any defaults which are not susceptible to being cured by such Lender (for example, the bankruptcy of Tenant). For so long as Tenant's Lender shall have the right to enter into a new lease with Landlord pursuant to this Section 22.3, Landlord shall not enter into a new lease of the Premises with any person or entity other than Tenant's Lender without the prior written consent of Tenant's Lender.

22.4 The provisions of Section 22.3 shall survive the termination, rejection or disaffirmance of this Lease and will continue in full force and effect thereafter to the same extent as if Section 22.3 was a separate and independent contract made among Landlord, Tenant and Tenant's Lender and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease, Tenant's Lender may use and enjoy the leasehold estate created by this Lease without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Tenant's Lender is deemed a separate agreement between Landlord and Tenant's Lender, separate and apart from this Lease as well as a part of this Lease and is unaffected by the rejection of this Lease in any bankruptcy proceeding by any party.

22.5 Upon the execution and delivery of a new lease under Section 22.3, all subleases which theretofore have been assigned to, or made by, Landlord with respect to the Communications Facility shall be assigned and transferred, without recourse, by Landlord to the tenant named in such new lease or a third-party manager capable of administering such subleases. Between the date of termination of this Lease and the date of execution of the new lease, if a Tenant Lender shall have requested a new lease as provided in Section 22.3, Landlord shall not cancel any subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the consent of Tenant's Lender.

22.6 If Landlord has been given notice of Tenant's Lender as provided in Section 22.3, (i) this Lease shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Lease by Tenant, without the prior written consent of Tenant's

Lender and (ii) Landlord shall not have the right to terminate this Lease in the event of a casualty or condemnation without the prior written consent of Tenant's Lender.

22.7 The provisions of this Section 22 are for the benefit of Tenant's Lender and may be relied upon and shall be enforceable by Tenant's Lender as if Tenant's Lender were a party to this Lease. Notwithstanding the foregoing, Landlord acknowledges that nothing contained herein is deemed or to be construed to obligate Tenant's Lender to take any action hereunder or to perform or discharge any obligation, duty or liability of Tenant under this Lease.

23. NOTICES. All notices under this Lease shall be in writing either personally delivered (with receipt for delivery); mailed via United States certified mail, return receipt requested; or transmitted by overnight courier for next business day delivery to the notice addresses of Landlord and Tenant set forth in Section 1. Notices will be deemed to have been given upon either receipt or rejection. The parties each reserve the right to modify or change their notice addresses set forth in Section 1 by providing notice to the other party as otherwise provided in this section, with such new notice address being effective 15 days after receipt by the other party.

24. MISCELLANEOUS.

24.1 Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.

24.2 If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

24.3 All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

24.4 Failure of party to insist on strict performance of any of the conditions or provisions of this Lease or failure to exercise any of a party's rights hereunder, shall not waive such rights.

24.5 This Lease is to be governed by and construed in accordance with the laws of the state in which the Premises are located.

24.6 This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Premises or the subject matter hereof. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

24.7 This Lease is an appurtenance of and runs with the land and is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

24.8 A short-form memorandum of this Lease substantially in the form as depicted in Exhibit 4 attached hereto may be recorded at Landlord or Tenant's option and at the expense of the requesting party.

24.9 This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any counterpart delivered by facsimile, pdf, commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed counterparts and shall be valid, enforceable and binding for the purposes of this Lease

24.10 The pronouns of any gender shall include the other gender, and either the singular or the plural shall include the other, as the context requires. "Include" and "including" and their derivatives are to be construed as illustrative but not limiting. References in this Lease to sections refer to those sections of this Lease unless the context expressly requires otherwise. Headings of sections are for convenience only and are not be considered in construing the meaning of the contents of such sections.

24.11 **WAIVER OF TRIAL BY JURY**. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, law, rule, regulation or otherwise.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

LANDLORD:

Tooele City Corporation, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

TENANT:
Eco-Site II, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

Description of Parent Tract

SITUATED IN THE COUNTY OF TOOELE, STATE OF UTAH

BEGINNING AT A POINT WHICH IS 74.98 FEET NORTH AND 157.35 FEET WEST OF THE QUARTER CORNER COMMON TO SECTION 22 AND 27, T. 3 S., R. 4 W., S.L. B. & M., SAID QUARTER CORNER BEING ALSO THE S.E. CORNER OF THE S.W. QUARTER OF SAID SECTION 22, AND SAID PLACE OF BEGINNING BEING ON THE NORTH BOUNDARY LINE OF BIRCH STREET AT A POINT WHERE SAID LINE INTERSECTS THE PROJECTED EAST BOUNDARY LINE OF SIXTH STREET IN PLAT "C" OF TOOELE CITY. RUNNING THENCE NORTH 506 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF PLAT "C"; THENCE WEST 1038 FEET ALONG SAID NORTH LINE OF PLAT "C" TO THE EAST BOUNDARY LINE OF BROADWAY AVENUE;

THENCE SOUTH 506 FEET ALONG SAID EAST LINE OF BROADWAY AVENUE TO THE NORTH BOUNDARY LINE OF BIRCH STREET;

THENCE EAST 1038 FEET ALONG SAID NORTH LINE OF BIRCH STREET TO THE PLACE OF BEGINNING, CONTAINING 12.058 ACRES.

AND ALSO

BEGINNING AT A POINT WHICH IS 74.98 FEET NORTH AND 27.35 FEET WEST OF THE QUARTER CORNER COMMON TO SECTIONS 22 AND 27, T. 3 S., R. 4 W., S.L.B. END M., SAT QUARTER CORNER BEING ALSO THE S.E. CORNER OF THE S.W. QUARTER OF SAID SECTION 22, AND SAID PLACE OF BEGINNING BEING LOCATED ON THE EAST BOUNDARY LINE OF PLAT "C" AT THE POINT OF INTERSECTION OF SUCH BOUNDARY WITH THE NORTH LINE OF BIRCH STREET;

PUNNING THENCE ALONG SAID EAST BOUNDARY LINE OF FLAT "C" NORTH, 506 FEET TO THE N.E. CORNER OF SAID PLOT "C";

THENCE WEST 130 FEET ALONG THE NORTH BOUNDARY LINE OF PLAT "C" TO THE N.E. CORNER OF BLOCK 8, OF THE I.B.A. SUBDIVISION;

THENCE SOUTH 506 FEET ALONG THE EAST BOUNDARY OF SAID BLOCK 8 TO THE NORTH BOUNDARY TINE OF BIRCH STREET;

THENCE EAST 130 FEET ALONG SAID NORTH BOUNDARY LINE OF BIRCH STREET TO THE PLACE OF BEGINNING, CONTAINING 1.51 ACRES, MORE OR LESS.

Tax ID: 09-006-0-0103

BEING THE SAME PROPERTY CONVEYED TO TOOELE CITY, GRANTEE, FROM INTERNATIONAL BUILDING ASSOCIATION, GRANTOR, BY DEED RECORDED 04/09/1941, IN BOOK 3Z, PAGE 78 OF THE COUNTY RECORDS.

EXHIBIT 2

The Premises is described as follows, subject to replacement by a surveyed legal description when available:

LEASE AREA LEGAL DESCRIPTION

A PORTION OF PROPERTY CONVEYED TO TOOELE CITY, GRANTEE BY DEED RECORDED 04/09/1941, IN BOOK 3Z, PAGE 78 OF THE COUNTY RECORDS, LOCATED IN SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
NOTE: COORDINATES SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM UTAH STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

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CONTAINING 1600 SQUARE FEET (0.04 ACRES) OF LAND, MORE OR LESS.

II. Access and Utility Easement Legal Description:

ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF PROPERTY CONVEYED TO TOOELE CITY, GRANTEE BY DEED RECORDED 04/09/1941, IN BOOK 3Z, PAGE 78 OF THE COUNTY RECORDS, LOCATED IN SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN BEING A STRIP OF LAND 20.00 FEET WIDE, 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:
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SIDE LINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED LEAVING NO GAPS OR GORES TERMINATING AT THE NORTHERLY RIGHT OF WAY OF BIRCH STREET AND THE SOUTHERLY LINE OF SAID LEASE AREA.

EXHIBIT 3

Survey (depicting Tower Compound and Access and Utility Easement(s))

[attach survey, when completed]

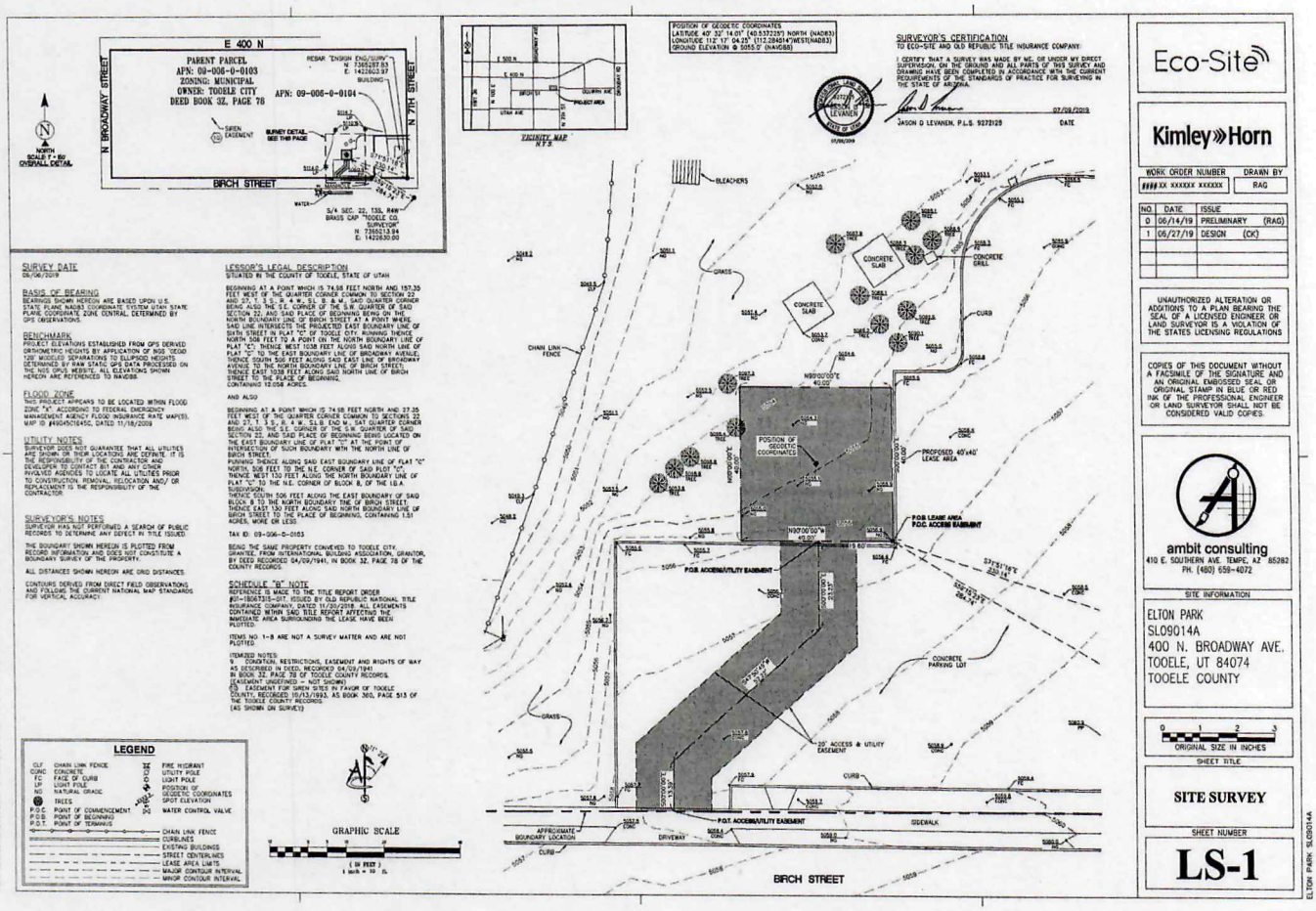

EXHIBIT 4

MEMORANDUM OF LEASE

[TO BE CONFORMED TO PROVISIONS OF LEASE WHEN FULLY NEGOTIATED]
[FORM ONLY – DO NOT EXECUTE]

Prepared by and return to:
Eco-Site II, LLC
240 Leigh Farm Road
Suite 415
Durham, NC 27707

Eco-Site Site Name: North 5th Street
Eco-Site Site Number: UT-0014

MEMORANDUM OF LEASE

This Memorandum of Lease evidences a Lease ("***Lease***") dated as of _____ between Tooele City Corporation, a municipal corporation ("***Landlord***"), whose address is 90 North Main Street Tooele, UT 84074 and **Eco-Site II, LLC**, a Delaware limited liability company, whose mailing address is 240 Leigh Farm Rd, Suite 415, Durham, North Carolina 27707 ("***Tenant***"), with regard to that certain real property (the "***Premises***") as described on Exhibit 1 attached hereto, which Premises are located upon a tract of real property owned by Landlord and more particularly described on Exhibit 2 attached hereto (the "***Property***"). The leasehold of the Premises commences on the date Tenant begins visible construction at the Premises (the "***Commencement Date***"), which Commencement Date is to be confirmed in writing from Tenant to Landlord, but shall occur no later than 2 years after the date of the Lease.

Landlord ratifies, restates and confirms the Lease and hereby leases to Tenant (i) that certain portion of the Property (the "***Tower Compound***") for communications and related purposes as more particularly described in the Lease and (ii) an appurtenant, non-exclusive leasehold easement (the "***Access and Utility Easement***") over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement being more particularly described on Exhibit 1.

The Lease provides for the lease by Landlord to Tenant of the Premises for [an initial] term of 10 years, commencing on the Commencement Date, with 4 renewal options of an additional 5 years each, for a maximum term (including renewal terms) of 30 years. The Lease further provides for the following:

1. Landlord will attorn to any lender of Tenant and will subordinate any Landlord's lien upon the Premises or property located thereon, to the liens of Tenant's lender.

2. The Lease restricts Landlord's ability to utilize or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities.

3. The Access and Utility Easement is a non-exclusive grant of an easement from Landlord to Tenant between a public right of way abutting the Property, for the purpose of ingress and egress for the benefit of, and access to, the Tower Compound, as well as for the construction, installation, operation and maintenance of overhead and underground electric, gas and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities.

4. The Tower Compound may be used by Tenant for all legal purposes, including erecting, installing, operating and maintaining radio and communications towers, buildings, and related equipment, and accessing the same from a public right-of-way.

5. Tenant is entitled, without the consent of Landlord, to sublease and/or sublicense the Premises, or portions thereof, including any communications tower located thereon.

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord.

7. This Memorandum of Lease does not restate the Lease, and in the event of any conflict between the terms of this Memorandum of Lease and the Lease, the terms of the Lease shall govern.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

LANDLORD:

Tooele City Corporation, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for _____ County, _____, do hereby certify that _____ personally appeared before me this day and acknowledged he (or she), as _____ of _____, a _____, and that he (or she) as _____, being authorized to do so, executed the foregoing instrument on behalf of Tooele City Corporation, a municipal corporation.

Witness my hand and official seal, this the ____ day of _____, 201_.

_____

(Signature of Notary)

Notary Public

My commission expires: _____

TENANT:

Eco-Site II, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged he (or she), as _____ of Eco-Site II, LLC, a Delaware limited liability company, and that he (or she) as _____, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the ____ day of _____, 201_.

_____
(Signature of Notary)

Notary Public

My commission expires: _____

EXHIBIT 1 TO MEMORANDUM OF LEASE

Description of the Premises

The Premises is described or depicted as follows and shall be replaced with a surveyed legal description when available:

Tower Compound Legal Description:

LEASE AREA LEGAL DESCRIPTION

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EXHIBIT 2 TO MEMORANDUM OF LEASE

Description of the Property

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CONTAINING 1600 SQUARE FEET (0.04 ACRES) OF LAND, MORE OR LESS.

TOOELE CITY CORPORATION

RESOLUTION 2019-83

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BIG T RECREATION FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT.

WHEREAS, for patron safety and risk management purposes, it is necessary from time to time for the City to retire old, outdated, and broken playground equipment; and,

WHEREAS, the City Administration desires to purchase new playground equipment for Parker's Park and Gleneagles Park, which are in need of new equipment; and,

WHEREAS, Bit T Recreation has submitted a cost proposal of $202,112 for delivery and installation of the new playground equipment (see the cost proposal attached as Exhibit A); and,

WHEREAS, it is in the best interest of the public and of the City to have safe, functioning playground equipment in the City's parks:

This Resolution is in the best interest of the welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Cost Proposal

QUOTE

Big T Recreation
11618 S. State St #1602
Draper, UT 84020
801-572-0782
taft@bigtrec.com

Date	Quote #
11/06/2019	10948
	Exp. Date
	12/31/2019

Shipping Address
Tooele City 90 N Main Tooele, UT 84074

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	Parkers Park and Gleneagle Park are available for purchase via Utah State Contract MA2568			
Structure	Parkers Park Design by Playworld - Design 19-2687A Includes Playground, Installation, Shipping and Wood Fiber • Modern and new play option for the community • "Branch Out" tree themed main structure • Zoom trax zip Line • Large Cone Spinner	1	134,925.00	134,925.00
Structure	Gleneagle Park Design by Playworld - Design 19-2686A Includes Playground, Installation, Shipping and Wood Fiber • Main Structure with Timber Stacks Playground play functionally linked • Double Bay Swing Set • Play cube Climber	1	72,187.00	72,187.00
Discount	Free Freight for Multiple Project Order	1	-5,000.00	-5,000.00

SUBTOTAL	
TAX	
TOTAL	$202,112.00

Accepted By

Accepted Date

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft @bigTrec.com or merit@bigTrec.com.

We thank you for your business.

Exhibit B

Agreement

Tooele City
Est. 1853

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and Big T Recreation of 11618 S. State Str. #1602, Draper, Utah 84020, a(n) _____ **[individual/company type]**, (hereinafter "Contractor") enter into this Agreement on the 20 day of November , 2019 (the "Effective Date").

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the City:

   Parkers Park playground design by Playworld (Design 19-2687A). This includes playground, installation, shipping and wood fibers.

   Gleaneagles Park playground design by Playworld (Design 19-2686A). This includes playground, installation, shipping and wood fibers.

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.

3. Compensation.
   a. Rate. The City shall pay the Contractor the sum of $ 202,112.00 for fully performing the Services, pursuant to invoice.
   b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
   c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

4. Term of Agreement. Contractor shall fully perform the Services by April, 15, 2020 .

5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.

6. Indemnification and Insurance.
   a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $250,000.
   b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
   c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*

8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

_____
Debra E. Winn, Tooele City Mayor

Attest:

_____
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

_____
Roger Evans Baker, Tooele City Attorney

CONTRACTOR

_____
Signature
Print Name/Title:_____

_____

(Revised 05/24/2017)

Tooele City
Est. 1853

UTAH RETIREMENT SYSTEMS
POST-EMPLOYMENT/POST-RETIREMENT
RESTRICTIONS ACT CERTIFICATION & RELEASE

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

□ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/ vendor/contractor rules.

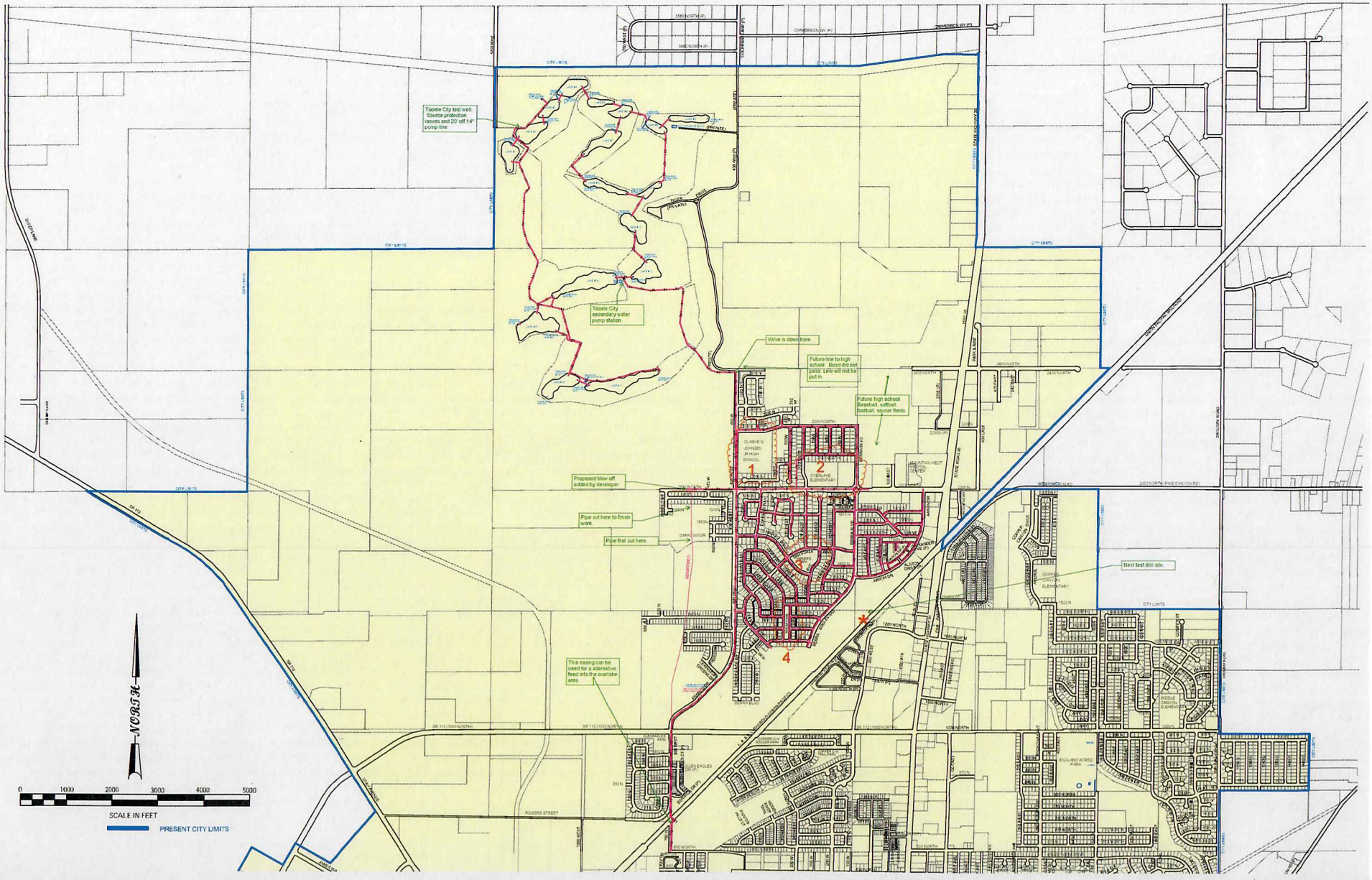
_____ _____

Contractor Signature Date

TOOELE CITY

SECONDARY WATER SYSTEM

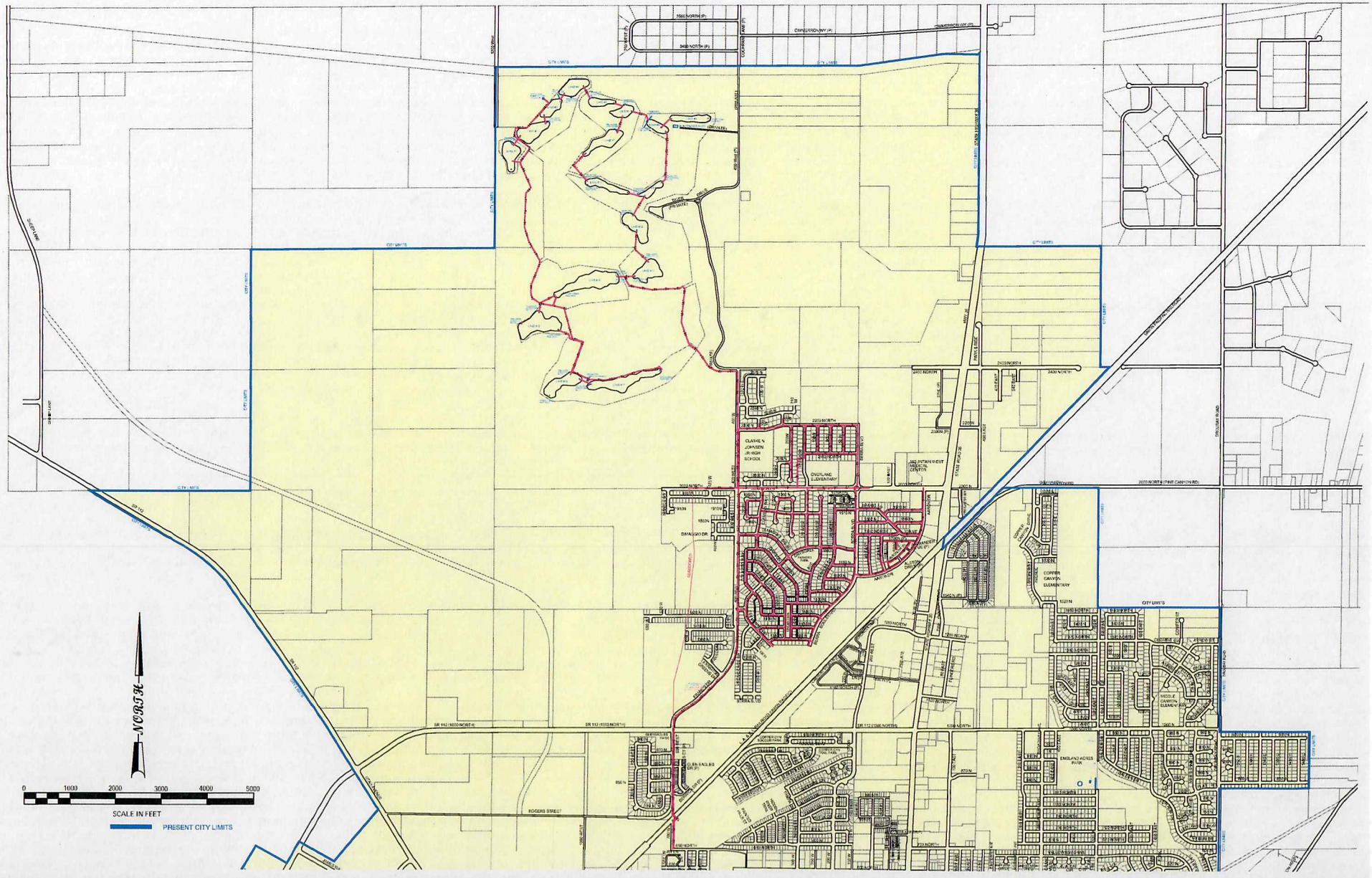
NOVEMBER 2019



TOOELE CITY

SECONDARY WATER SYSTEM

NOVEMBER 2019



TOOELE CITY CORPORATION

RESOLUTION 2019-80

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH SKM FOR ELECTRICAL DESIGN, CONSTRUCTION MANAGEMENT, AND SYSTEM INTEGRATION SERVICES ASSOCIATED WITH REPLACEMENT WELL HOUSE NO. 6.

WHEREAS, the City currently operates Well No. 6 as part of the City's culinary water system; and,

WHEREAS, Well No. 6 is currently served by a 2300 Volt electrical system, power being provided by Rocky Mountain Power; and,

WHEREAS, the 2300 Volt power grid is becoming more unstable and more unreliable in terms of uniform power supply; and,

WHEREAS, the deep well pump, motor, and control systems for a 2300 Volt system are becoming more expensive to replace and/or repair, and require significant additional lead time for replacements and repairs; and,

WHEREAS, Rocky Mountain Power has indicated its requirement for all 2300 Volt systems to be phased out, due to the above-mentioned difficulties and costs; and,

WHEREAS, the existing well house is not sufficiently large to accommodate the power conversion requirements to convert to a 480 Volt system, and structural expansion of the existing facility is less cost effective than a full replacement of the well house; and,

WHEREAS, SKM has submitted a cost proposal of Forty-two Thousand Three Hundred Seventy ($42,370.00) for electrical design, construction management, and system integration services for the new Well 6 Well House (see Cost Proposal letter attached as Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves a contract with SKM in the amount of Forty-two Thousand Three Hundred Seventy Dollars ($42,370.00) for electrical design, construction management, and system integration services related to the new Well 6 Well House (see contract attached as Exhibit B).

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 _____, 2019.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: _____

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Cost Proposal Letter

skm SAVE TIME • SAVE ENERGY • SAVE MONEY
533 W 2600 S, Suite 25, Bountiful, UT 84010
(801)677-0011 www.skmeng.com

PROJECT PROPOSAL

DATE: November 5, 2019

TO: Paul Hansen, Tooele City

FROM: Mark Jeppsen

RE: Tooele Well 6 EI&C Design Proposal REV1

CC:

SKM is pleased to provide this proposal to provide consulting services for the electrical and instrumentation design, construction management and integration for the rehabilitation of Tooele City's Well 6. The proposal is broken down into three parts:

1. Assumed Design Criteria
2. Project Tasks / Scope of Work
3. Cost Breakdown

1. Assumed Design Criteria

The following assumptions have been made for design criteria in developing the tasks and cost breakdown for this project:

1. We are basing this proposal based upon discussions with Paul Hansen with Tooele City.
2. The well will be a 250HP 480V line shaft motor to be installed in place of the existing 2400V motor.
3. The well house will be demolished and rebuilt.
4. A new RMP transformer will be installed near the site entrance. SKM will coordinate with RMP this new service.
5. The well will be equipped with a VFD that will be provided by EPU.
6. SKM will provide a new PLC panel but will re-use the PLC and power supply components from the existing panel. A new touch screen will be provided.
7. The station will have a magnetic flow meter, flush valve, and tablet chlorination system.
8. The station will have a ventilation system for removal of hot air produced by the motor and VFD. This proposal doesn't include the cost of a chiller system.
9. It is assumed that we will receive an xref AutoCAD file for use in the development of the electrical site plan and building layout.
10. The station will be setup to provide standby power through a manual transfer switch and generator receptacle panel.

2. Project Tasks / Scope of Work

Task #1 – 90% Design

1. Utility Coordination – we will coordinate with the electrical utility the delivery of power to the well house.
2. Instrumentation Drawings – Develop instrument legend, symbols and process & instrumentation diagram (P&ID). Include instrumentation schedule and installation drawings.
3. Electrical Drawings – Develop electrical legend, single line diagram and site plan. Incorporate provisions in the design for SCADA system panel and antenna. Include electrical schematics, conduit development, conduit schedule, electrical calculations, lighting schedule and details.
4. HVAC Drawings – Develop an HVAC design and associated drawings for the well house.
5. Division 26 & 40 specifications for electrical and instrumentation

Task #2 – 100% Design / Contract Bid Documents

1. Finalize the drawings after 90% submittal by incorporating any comments received from the engineer and City.
2. Develop contract bid documents stamped by a PE for the state of Utah for the electrical and instrumentation portion of the work.
3. Answer questions during the bid phase as needed. Attend the pre-bid meeting. Issue any necessary clarifications/addenda that may be required during the bid phase.

Task #3 – Construction Management

1. Provide engineering support during construction by doing the following:
    a. Answer Contractor RFI's
    b. Review EI&C and HVAC submittals
    c. Participate in regular construction meetings
    d. Perform site inspections during construction
    e. Participate in startup and commissioning activities
    f. Provide record drawings based on Contractor markups

Task #4 – System Integration

1. Provide system integration services by doing the following:
    a. Provide a new PLC control panel (reusing the existing PLC and power supplies) with a new touch screen. Provide shop drawings.
    b. Program the PLC and touch screen for the new site
    c. Update the HMI programs for the new site
    d. Participate in startup and commissioning activities

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533 W 2600 S, Suite 25, Bountiful, UT 84010
(801)677-0011 www.skmeng.com

3. Cost Breakdown

This project will be performed on a time and materials basis not to exceed the costs shown herein. The cost breakdown is associated with the tasks described above and with the following rates:

1. Project Manager / Professional Engineer - $155/Hour
2. Engineer - $145/Hour
3. Controls Engineer - $125/Hour
4. Designer - $95/Hour
5. Clerical - $55/Hour

Task Information		Hours of Service Required					Expenses	Cost
Task #	Description	PM / PE	Engineer	Controls Engineer	Designer	Clerical		
1	90% Design	16	32	8	72	4		$15,180
2	100% Design / Contract Bid Documents	8	16	2	24	2		$6,200
3	Construction Management	16	16	4	8	4	$750	$7,030
4	System Integration	8		60		4	$5,000	$13,960

Total Cost: **$42,370**

- END -

EXHIBIT B

Contract

Tooele City
Est. 1853

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter City), and **SKM**, (hereinafter Contractor) enter into this Agreement on the ____ day of _____, 2019 (the "Effective Date").

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the City:

   Provide consulting services for the electrical and instrumentation design, construction management and integration for the rehabilitation of Tooele City's Well 6, as outlined in the attached Proposal dated November 5, 2019 (Exhibit A).

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.

3. Compensation.
   a. Not to Exceed Contract. This Agreement is a Not to Exceed Contract. The City shall pay the Contractor the not to exceed sum of Forty Two Thousand Three Hundred Seventy Dollars ($42,370.00) for fully performing the Services, pursuant to invoice.
   b. Rate. The contract Rate includes all costs and expenses associated with the provision of the Services, as included within the November 5, 2019 cost proposal.
   c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

4. Term of Agreement. Contractor shall fully perform the Services by **January 31, 2020**

5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.

3. Indemnification and Insurance.
   a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $250,000.
   b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
   c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*

8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

_____
Debra E. Winn, Tooele City Mayor

Attest:

_____
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

_____
Roger Evans Baker, Tooele City Attorney

CONTRACTOR

_____
Signature

Print Name:_____

Title: _____

(Revised 05/24/2017)

Tooele City
Est. 1853

UTAH RETIREMENT SYSTEMS
POST-EMPLOYMENT/POST-RETIREMENT
RESTRICTIONS ACT CERTIFICATION & RELEASE

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

☐ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

☐ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

☐ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/ vendor/contractor rules.

_____ _____

Contractor Signature Date

TOOELE CITY CORPORATION

RESOLUTION 2019-81

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH HALES ENGINEERING FOR AN UPDATE OF THE TOOELE CITY TRANSPORTATION MASTER PLAN.

WHEREAS, Tooele City continues to experience growth in all aspects of development, including residential, commercial, and industrial development; and,

WHEREAS, in order to meet the additional transportation demands of new growth, it is necessary to perform an update ("Update") to the current Tooele City Transportation Master Plan; and,

WHEREAS, the City has previously retained the engineering firm of Hales Engineering to provide transportation planning services for the City; and,

WHEREAS, Hales Engineering has submitted a cost proposal of Seventy-eight Thousand Two Hundred Dollars ($78,200) to perform the Update; and,

WHEREAS, the scope and services of the Update are as described in the attached Proposal dated October 22, 2019 (Exhibit "A"); and,

WHEREAS, the Update will be paid for using revenue from the Transportation Road "C" fund, as the Update will study class "C" road needs in relationship to each other and to county and state roads:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign on behalf of Tooele City an agreement with Hales Engineering in the amount of Seventy-eight Thousand Two Hundred Dollars ($78,200) to perform the Transportation Master Plan Update requested by the City (see the agreement attached as Exhibit "B").

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 _____, 2019.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Update Proposal

HALES ENGINEERING
innovative transportation solutions

The Project Manager and primary contact for this project will be:

Ryan Hales, PE, PTOE, AICP
Hales Engineering
1220 North 500 West, Suite 202
Lehi, Utah 84043
ryan@halesengineering.com
o. 801.766.4343 c. 801.400.1959
www.halesengineering.com

Hales Engineering specializes in providing transportation planning and traffic engineering services to clients in the public and private sectors. Importance is placed on developing creative, cost-effective, and technically sound solutions to planning and design problems associated with all modes of transportation.

Over the last 23 years the professional staff has developed a considerable reputation in the transportation planning and traffic engineering field. Our commitment to quality and personal service is evidenced in our substantial number of repeat clients.

Recent projects have included the transportation master plans for South Jordan, Bluffdale, Provo, Lehi, Weber County, and Twin Falls, as well as sub-area master plans and area plans for large-scale developments such as Pleasant View, Riverton, Daybreak, Micron, the Geneva Steel Redevelopment site, and several TOD developments. Hales Engineering is a respected consultant of UDOT, UTA, WFRC and MAG.

Personnel

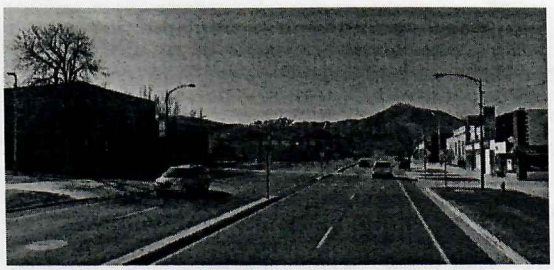
Hales Engineering provides an experienced and capable team ready and available to complete a Transportation Master Plan for Tooele City.

The Hales Engineering Team is very capable of completing this project because it has skilled professionals with extensive knowledge in transportation master planning, roadway design, travel demand modeling, and safety analysis.

The Hales Engineering Team has completed numerous transportation master plans and other planning studies in Utah. The team is able to conduct master plans because it has the necessary resources and capabilities:

- Professional staff (traffic engineers, planners, designers, GIS technicians, safety experts).
- Software and expertise (travel demand model, traffic simulation, ArcGIS)
- Time (Hales Engineering just finalized work on the South Jordan transportation master plan and will have the availability to commit time to meet the project deadlines).

Throughout the process, from the kick-off meeting and data collection, to adoption of the plan, the Hales Engineering Team will provide valuable insight to City staff on the appropriate approach to ensure that a comprehensive plan is developed.



The Hales Engineering Team will use its local knowledge and technical expertise to ensure that context-sensitive solutions are provided. Tooele is at a critical point where the City is growing while there is still a need to maintain the unique history and character

of the City. The Hales Engineering Team will work tirelessly to update the transportation plan that can accommodate the needs of all users in a fiscally responsible manner.

Firm Capability & Staff Qualifications

The Hales Engineering Team is comprised of the expert transportation professionals and is readily available to begin work on the Tooele City Transportation Master Plan. The Team consists of transportation planners, traffic engineers, civil engineers, and safety experts.

The goal of the Hales Engineering Team is to prepare a Transportation Master Plan, that will guide Tooele's transportation investments into the foreseeable future.

The following sections discuss the qualifications of the staff at Hales Engineering, their primary role, and qualifications.

Ryan Hales, P.E., PTOE, AICP – Project Manager

Ryan is the Principal / Owner of Hales Engineering. Ryan is registered as a professional engineer, a professional traffic operations engineer, and as a certified planner. Ryan has managed a variety of transportation projects in the areas of transportation planning and traffic operations, including **transportation master plans (17)**, parking studies, interchange justification / modification reports, freeway and interchange operational analyses, access management studies, Environmental Impact Statements (EIS), Environmental Assessments (EA), and Categorical Exclusions (Cat-Ex). **His work on The Cairns in Sandy, was instrumental to creating a successful transportation network to service the short- and long-term needs of the City based on the redevelopment of an 800-acre area.** Improvements included a better transportation grid network, an I-15 collector / distributor (C/D) system, braided ramps, a new diverging diamond interchange (DDI), and two lane imbalanced reciprocal arterials. Ryan has a B.S. and M.S. in Civil Engineering from Brigham Young University. Ryan completed a three-year appointment to a planning commission, which has provided him with valuable first-hand knowledge of local governmental concerns/needs in relation to the growing multi-modal aspects of transportation demand.

Ryan will manage this master plan ensuring it is completed on time and within budget, as well as perform Quality Assurance (QA).

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Jeremy Searle, P.E., PTOE –
Transportation Master Plan Lead

Jeremy is a transportation engineer/planner at Hales Engineering. Jeremy has played an integral part in completing hundreds of transportation planning and engineering studies in Utah and the surrounding region over the past seven years. Jeremy is also an expert in traffic engineering and analysis including micro-simulation using Synchro/SimTraffic and VISSIM. Recently, Jeremy was instrumental in the completion of the traffic analysis for the I-80 / State Street EIS. **He used VISSIM software to evaluate existing and future conditions, as well as over 25 different alternatives. All of this was completed on time and under budget.** Jeremy currently serves on a planning commission in Utah and understands the complex relationship between land use and transportation. Jeremy has a B.S. and M.S. in Civil Engineering, as well as a B.S. in Urban and Rural Planning from Brigham Young University.

Jeremy will oversee the day-to-day work on this project and serve as the lead planner and provide quality control (QC) and appropriate review on all work products.

Scott Johnson, P.E., PTOE –
Traffic Engineer

Scott is a traffic engineer at Hales Engineering. He received his Bachelor and Master of Science degrees in civil engineering from Brigham Young University (BYU) in 2010 and 2012. His research at BYU was in the area of highway safety and the identification of crash "hotspots" on Utah roadways. **Scott played an integral role in the traffic micro-simulation analysis for the Provo Orem Transportation Improvement Project.** Scott has also completed the microsimulation and analysis for numerous traffic impact studies around the state. Scott, along with Hales Engineering, currently functions as UDOT's Traffic Studies Engineer, and OSR Engineer. Scott assists in the review process, and attends field reviews for all UDOT traffic studies and OSRs.

Scott will assist with the traffic analysis elements of the Tooele Transportation Master Plan.

Josh Gibbons, EIT –
Traffic Engineer

Josh is a traffic engineer at Hales Engineering. He received his Bachelor and Master of Science degrees in civil engineering from Brigham Young University (BYU) in 2017 and 2018. Josh has had extensive research experience in the field of transportation engineering. He worked as a safety research assistant for three years while

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attending school. **For his master's thesis research, Josh worked with UDOT Traffic and Safety to research intersection safety and develop tools to find hotspots on Utah roadways.** With Hales Engineering, Josh has also worked with UDOT Region 2 to create a Project Prioritization tool. He conducted research to determine various criteria for project prioritization to develop the tool.

Josh will assist with the transportation planning and traffic analysis elements of the Tooele Transportation Master Plan.

Project Approach

Overview of Work to Be Performed

Hales Engineering has developed a scope of work that we feel fits the City's needs and provides a valuable update to the transportation master plan.

The goal of the Hales Engineering Team is to provide a Transportation Master Plan that provides a solid foundation for future improvements in the City. The master plan will guide the City in preserving the necessary right-of-way and constructing the appropriate cross sections as development continues.

The Hales Engineering Team has experts in transportation analysis and travel demand modelling to analyze existing conditions and to develop future traffic volumes. This effort will be based on historical growth, population and development projections, and the City's land use plan, and supplemented with the Tooele Valley Travel Demand Model completed by the WFRC. The two most critical elements of developing future traffic volumes are the roadway network (existing and proposed) and land use assumptions. The Team's staff include planners, and former and current planning commissioners that understand the important connection between land use and transportation.

The future traffic volumes will be used to formulate the prioritized list of roadway improvements necessary to maintain acceptable levels of service through the City.

The project deliverables will be completed on time and within budget. Project data such as traffic counts, maps, GIS shapefiles, and other important documentation will be provided for the City's use in the future. The Hales Engineering Team looks forward to assisting Tooele City with the successful completion of this plan.

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Task 1 – Project Kick-off and Coordination

Hales Engineering will hold a project kick-off meeting with Tooele City staff to discuss the project, areas of emphasis, and future plans in and around the City. The kick-off meeting will help determine the direction of the transportation master plan.

Ryan Hales, as the consultant project manager, will coordinate with the project team, including City staff as the project progresses to ensure the project is kept on schedule and budget. Ryan has managed numerous Transportation Master Plans and other types of complex transportation projects, and is very skilled at coordinating various efforts and different specialties.

Ryan and the Hales Engineering staff will ensure that deadlines are clearly defined and met by the project team, and that information needed by City staff is provided promptly.

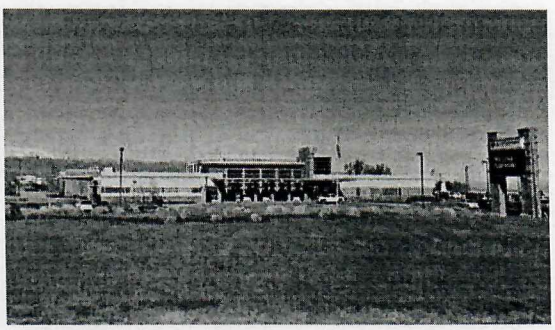
Key Task 1 Outcome:
Kick-off meeting and effective project management and coordination for the duration of the project.

Task 2 – Data Collection

Existing traffic data will be collected and reviewed and needs for additional data collection will be identified. Traffic data from existing UDOT Automatic Traffic Recorders (ATR), the UDOT Signal Performance Metrics website, Tooele City data, and previous studies will be used to supplement the data collection efforts. In addition, Hales Engineering will collect peak hour turning movement counts at 4 locations (including pedestrian & bicycle counts), and 24-hour tube counts at up to 4 locations (including classification counts. These counts will be used to assess the existing conditions and for use in developing future traffic volumes.

In addition, the Hales Engineering Team will gather and compile land use, economic, and future growth data from Tooele City.

Key Task 2 Outcome:
Gather & collect traffic, and pedestrian data in Tooele City. Compile land use, economic, and future growth data.



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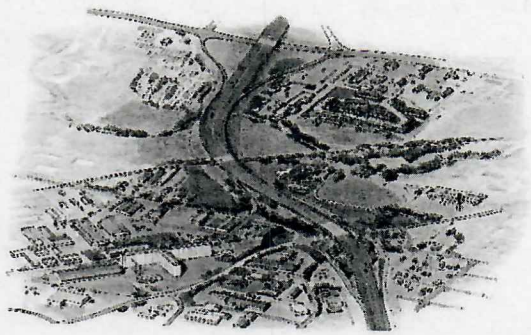
Task 3 – Model and Develop Future Traffic Volumes

Using the data gathered and compiled in Task 2, future traffic volumes will be developed. The Hales Engineering Team will evaluate the existing traffic volumes, historical growth, population projections, and projected land use growth in the Tooele area. Using this analysis & data, traffic volumes for a future 2040 horizon will be developed.

Key Task 3 Outcome:
Create a future 2040 horizon year traffic volume map for Tooele City. The future traffic volumes will be provided in GIS format.



In order to maximize the utility of this TMP, both Phases 2 and 3, should be completed concurrently, if at all possible.

Task 4 – Identify Future Capacity Deficiencies

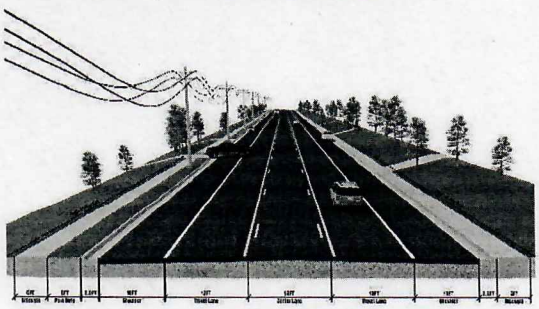
Using the future volumes developed in Task 3, the future 2050 traffic volumes will be used to analyze travel patterns in Tooele.

From this analysis, an inventory of locations / roadways with future capacity deficiencies will be created. Roadways and intersections operating at LOS E or F are assumed to have capacity deficiencies. Using this information, future improvements and necessary right-of-way can be identified and planned / preserved.

Key Task 4 Outcome:
Develop an inventory of future capacity and ROW needs broken down by horizon year.

Task 5 – Review City Street Classifications & Cross Sections

Street classification determines design, access, function, speed, and many other characteristics of the roadway. Existing street classifications and cross sections will be reviewed and recommendations for necessary updates based on the capacity needs and the operational characteristics of each roadway will be identified.



Roads that need to be reclassified or added to the classification map will be specifically identified. A classification table will be provided to help City officials and residents understand the street classification system, and to help the Engineering Department in future decision making. This table will identify ADT ranges, speed limits, asphalt width, and total right-of-way width.

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Key Task 5 Outcome:
Review & update street classification map and cross sections.

Task 6 – Update Transportation Master Plan for Outlying Areas

The Hales Engineering Team will work closely with the City to plan the future roadway network and connections in the outlying areas of Tooele. The downtown core is well established and planned with a grid system. The goal of this task will be to continue the grid network as is feasible. This will provide a connected system that will disperse traffic and increase mobility.

Key Task 6 Outcome:
Update the Transportation network in the outlying areas of Tooele.

Task 7 – Identify Transportation Improvement Projects

The Hales Engineering Team will evaluate the existing transportation system and available modes. Good connectivity, access management, and complete street methodologies will be incorporated into the Plan. In addition, the interaction between existing streets, and state roads will be evaluated.

The capacity deficiency analysis created in Task 4 will be used to identify transportation improvement projects that will be needed in the future. A prioritized list of improvements will be provided to ensure operations on roadways and intersections at LOS D or better. Improvement prioritization will be based on a traffic operations demand, and when the improvements will be needed most. Potential improvements may include roadway widening, right-of-way preservation, dedicated turn lanes at intersections, new roadways, and intersection control improvements such as roundabouts or signals. All recommendations will be aimed at optimizing the system by providing the most cost-effective treatment. Recommendations and resulting LOS will be presented in maps and tables for easy reference and review. These projects will be broken down by horizon year.

Key Task 7 Outcomes:
Develop a prioritized list of transportation improvement projects needed to address capacity deficiencies.

Task 8 – Provide Traffic Calming Guidance

The Hales Engineering Team will identify the most appropriate forms of traffic calming to use within Tooele City limits that are not located on primary emergency response routes, and do not interfere with first responders.

Key Task 8 Outcome:
Provide traffic calming guidance for implementation on non-primary response routes

Task 9 – Compilation of Final Product

The Hales Engineering Team will compile and finalize the Tooele Transportation Master Plan for review by City staff.

After careful review by City staff, appointed and elected officials, and the project team,

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the Hales Engineering Team will compile the results, deliverables and recommendations developed from the previous tasks to create the final Tooele City Transportation Master Plan. This comprehensive plan will include a wide variety of necessary transportation planning items including analysis of existing and future traffic conditions, proposed future transportation improvement projects and cost estimates, street classifications and cross sections, identification of future transportation projects, and recommendations.

Key Task 9 Outcome:
Compile final plan and all of the associated components in a clean, easy to use, product.

Deliverables

Deliverables will be submitted to the City upon completion of all tasks and after thorough review. All data collected and useful reference information will also be provided. GIS shapefiles of the future traffic volumes, all maps, and roadway classifications will be provided.

The Hales Engineering Team has developed the scope of work and outcomes found in this proposal based on our conversations with you. However, **the scope, schedule and budget are negotiable to fit the City's needs**. The Hales Engineering Team wants to provide the best product possible for the City.

Cost

The cost to complete the associated tasks for this study will be: $78,200 including all the necessary data collection, travel demand modeling / forecasting, evaluations, and meetings with the steering committee (3 meetings), adoption meetings with the Planning Commission (1 meeting), and with the City Council (1 meeting).

We are excited to work with you to help guide the Tooele City's transportation system into the future. Please feel free to contact us with any questions or comments.

Tooele City
Est. 1853

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Exhibit B

Agreement

Tooele City
Est. 1853

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and Hales Engineering of 1220 North 500 West, Suite 202, Lehi, Utah 84043, a Corporation, (hereinafter "Contractor") enter into this Agreement on the _____ day of _____, 20___ (the "Effective Date").

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the City:

   Preparation of a Transportation Master Plan Update as outlined in the attached letter proposal submitted October 22, 2019

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.

3. Compensation.
   a. Rate. The City shall pay the Contractor the Not to Exceed sum of Seventy Eight Thousand Two Hundred Dollars ($78,200.00) for fully performing the Services, pursuant to invoice.
   b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
   c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

4. Term of Agreement. Contractor shall fully perform the Services by May 31, 2020

5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.

6. Indemnification and Insurance.
   a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $250,000.
   b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
   c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
   d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10)

days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*

8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

_____
Debra E. Winn, Tooele City Mayor

Attest:

_____
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

_____
Roger Evans Baker, Tooele City Attorney

CONTRACTOR

_____
Signature
Print Name/Title:_____

_____

(Revised 05/24/2017)

Tooele City
Est. 1853

UTAH RETIREMENT SYSTEMS
POST-EMPLOYMENT/POST-RETIREMENT
RESTRICTIONS ACT CERTIFICATION & RELEASE

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

□ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/ vendor/contractor rules.

_____ _____

Contractor Signature Date

TOOELE CITY CORPORATION

RESOLUTION 2019-82

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH ENGLAND CONSTRUCTION FOR COMPLETION OF THE MODIFIED ELTON PARK SIDEWALK PROJECT.

WHEREAS, Tooele City Elton Park is a public use facility which includes playgrounds, ball fields, pickle ball courts, open space, picnic areas, and other amenities; and,

WHEREAS, Elton Park currently does not have a public sidewalk or any improved walking path along Broadway Street or Seventh Street, west and east of the park; and,

WHEREAS, the City Administration proposes to install additional sections of sidewalk, which will provide a complete walking path around the perimeter of Elton Park and at the same time address safety concerns with the public walking in the street, the project being called the Modified Elton Park Sidewalk Project ; and,

WHEREAS, England Construction has submitted a bid of Sixty-seven Thousand Six Hundred Seventy-five Dollars ($67,675.00) for the Project (see the Bid Documents attached as Exhibit "A"); and,

WHEREAS, the Project will be paid for using revenue from the City PAR tax (Parks, Arts, and Recreation):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign on behalf of Tooele City an agreement with England Construction in the amount of Sixty-seven Thousand Six Hundred Seventy-five Dollars ($67,675.00) to complete the Modified Elton Park Sidewalk Project (see the agreement attached as Exhibit "B").

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 _____, 2019.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Bid Schedule

DOCUMENT 00 43 00

BID SCHEDULE

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

A. Price schedules.

B. Measurement and payment provisions.

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as:

Modified Elton Park Sidewalk Project

1.3 REFERENCES

A. APWA 01290: Payment Procedures.

B. Short form Agreement

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

A. This document will be added to the Agreement by reference.

PART 2 PRICE SCHEDULES

2.1 BID

Modified Elton Park Sidewalk Project, Complete $ 67,875

RETURN WITH BID DOCUMENTS

PART 3 MEASUREMENT AND PAYMENT

3.1 Furnish and Install 6-foot Integal Sidewalk, Complete

A. METHOD OF MEASUREMENT. Furnish and Install 6-foot Integal Sidewalk, 5-foot Sidewalk, and 4-foot Park Strip Complete, shall not be measured.

B. BASIS OF PAYMENT. Work completed under this bid item shall be paid for at the contract lump sum bid price listed in the bidder's proposal. Payment shall be considered complete compensation for all labor, equipment, and materials, including but not limited to mobilization; permits; traffic control; removal and disposal of sod and excess soil; furnish and installation of concrete forms, base, and concrete; compaction, finish, curing, protection and all other operations and materials required to complete installation of the sidewalk and park strip filler as herein described and as shown on the drawings. Payment shall also include third party testing of all concrete and soils in accordance with APWA standards.

3.2 Bidder's Subscription

The BIDDER acknowledges that the OWNER may elect to increase or decrease the estimated quantities of the base bid items indicated in the above table to reflect conditions encountered during installation of improvements and based upon available budget.

A. Date: 11/4/2019

B. Bidder's Signature: _____

C. Please print Bidder's name here: Duston England

RETURN WITH BID DOCUMENTS

D. Title: Manager

E. Address: 202 S. Val Vista Dr., Tooele UT 84074

F. Phone No: 435-840-1191

G. E-Mail: justin@englandconstructionllc.com

END OF DOCUMENT

RETURN WITH BID DOCUMENTS

Exhibit B

Agreement

Tooele City
Est. 1853

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and England Construction of 202 South Val Vista Drive, Tooele, Utah, a Corporation, (hereinafter "Contractor") enter into this Agreement on the _____ day of _____, 20___ (the "Effective Date").

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the City for the Modified Elton Park Sidewalk Project:

   Furnish and Install Approximately 5,600 square feet of 6' sidewalk along the western and eastern perimeters of Elton Park, an approximate 250 square feet of 5' connecting sidewalk from Broadway Avenue to the playground, and the installation of approximately 1,600 square feet of 4' wide concrete filler to be placed within the existing park strips along 400 North.

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.

3. Compensation.
   a. Rate. The City shall pay the Contractor the sum of Sixty Seven Thousand Six Hundred Seventy Five Dollars ($67,675.00) for fully performing the Services, pursuant to invoice.
   b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
   c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

4. Term of Agreement. Contractor shall fully perform the Services by May 1, 2020

5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.

6. Indemnification and Insurance.
   a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $250,000.
   b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
   c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*

8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

_____
Debra E. Winn, Tooele City Mayor

Attest:

_____
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

_____
Roger Evans Baker, Tooele City Attorney

CONTRACTOR

_____
Signature
Print Name/Title:_____

_____

(Revised 05/24/2017)

Tooele City
Est. 1853

UTAH RETIREMENT SYSTEMS
POST-EMPLOYMENT/POST-RETIREMENT
RESTRICTIONS ACT CERTIFICATION & RELEASE

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Name: _____ Social Security Number: _____

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As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/ vendor/contractor rules.

_____ _____

Contractor Signature Date

STAFF REPORT
November 5, 2019

To: Tooele City Planning Commission
Business Date: November 13, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: **Country View Villas Plat A – Final Plat Subdivision Request**

Application No.:	P19-71
Applicant:	Dave Erickson, representing Leisure Villas, Inc.
Project Location:	Approximately 1000 North 200 East
Zoning:	MR-8 PUD Multi-Family Residential Zone
Acreage:	13.32 Acres (Approximately 579,348 ft^2)
Request:	Request for approval of a Final Plat Subdivision in the MR-8 PUD Multi-Family Residential zone regarding the creation of 56 residential lots, common areas and so forth.

BACKGROUND

This application is a request for approval of a Final Plat Subdivision for approximately 13.32 acres located at approximately 1000 North 200 East. The property is currently zoned MR-8 Multi-Family Residential with a PUD Planned Unit Development overlay. The applicant is requesting that a Final Plat Subdivision be approved to allow for the development of the currently vacant site as senior restricted residential community consisting of 56 lots and associated common areas. The preliminary plan was approved by the Tooele City Council on January 16, 2019.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the MR-8 Multi-Family Residential zoning classification, supporting approximately dwelling units per acre. The purpose of the MR-8 **(HDR)** zone is to "provide an environment and opportunities for high density residential uses, including single family detached and attached residential units, apartments, condominiums and townhouses."

The property also has a PUD Overlay. The purpose of the Planned Unit Development Overlay District, when used in conjunction with the requirements of the base, or underlying zoning district, is to permit flexibility in subdivision and site planning, to promote the efficient utilization of resources, and to preserve and protect valuable site features and to add desired amenities for the neighborhood or area. The application of the Planned Unit Development Overlay District is intended to promote the achievement of quality neighborhood and site design while complying with the policies of the Tooele City General Plan and the requirements of the Zoning Ordinance.

The MR-8 Multi-Family Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation. Properties to the east of the subject parcel are zoned R1-7 Residential as are the vacant properties to the south. Properties west of the property are zoned MR-25 Multi-Family Residential and GC General Commercial. To the north properties are zoned

RR-5 Residential and GC General Commercial. Mapping pertinent to the subject request can be found in Exhibit "A" to this report.

Subdivision Layout. The entire development at build out will occupy almost 27 acres. The applicant has chosen to phase the development. Phase A, being considered with this application, consists of 13 acres and creates 56 lots along with associated common open space areas. The PUD overlay authorizes the small lot sizes, reduced setbacks and so forth making the four-plex style attached units possible. However, the PUD does not permit increased density. The density will comply with the maximum density permitted in the MR-8 zone.

Phase A will build the western half of the project constructing roads that will connect 1000 north to 870 North and will leave a stub for future connection at the southern property line. Roads within this development will be dedicated public rights-of-way and shall comply with the City's standards for public streets.

Lots within this proposed development have been reviewed against the PUD Ordinance and the lots do comply with the size requirements, frontage requirements and lot widths. Each building block will contain 4 privately owned lots and units with private driveways extending from the public right-of-way between the buildings. The remaining area will be landscaping that will be owned and maintained by the development HOA.

A club house is proposed adjacent to 100 North along with a guest parking area proposed south of the club house.

Fencing. The only place where the City may require fencing is along the north western property line where the project is adjacent to commercially zoned property. In this case the Planning Commission may require fencing they deem appropriate for the circumstances. Currently the plans do not identify fencing adjacent to the commercial properties.

Previous Conditions of Approval. During the Preliminary Plan review stage for this request, the Planning Commission City Council did not place any conditions beyond the basic house keeping conditions that are included in every motion.

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

REVIEWS

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

1. The proposed subdivision meets the minimum requirements for lot development as required by the MR-8 Zoning District as well as the lot standards as required by Ordinance 2018-14 creating the PUD overlay.

Engineering Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Final Plat Subdivision submission and have issued a recommendation for approval for the request.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Final Plat Subdivision by Dave Erickson, representing Leisure Villas, Inc., application number P19-71, subject to the following conditions:

1. That all requirements of the Tooele City Engineering and Public Works Divisions shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report shall be satisfied throughout the development of the site and the construction of all buildings on the site.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Master Plan.
2. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
3. The proposed development plans meet the requirements and provisions of the Tooele City Code.
4. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
5. The proposed development conforms to the general aesthetic and physical development of the area.
6. The public services in the area are adequate to support the subject development.
7. The proposed subdivision meets the minimum requirements for lot development as required by the MR-8 Zoning District as well as the lot standards as required by Ordinance 2018-14 creating the PUD overlay.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the Country View Villas Plat A Final Plat Subdivision Request by Dave Erickson, representing Leisure Villas, Inc. for the purpose of creating 56 residential lots, application number P19-71, based on the findings and subject to the conditions listed in the Staff Report dated November 5, 2019:"

1. List any additional findings and conditions…

Sample Motion for a Negative Recommendation – "I move we forward a negative recommendation to the City Council for the Country View Villas Plat A Final Plat Subdivision Request by Dave Erickson, representing Leisure Villas, Inc. for the purpose of creating 56 residential lots, application number P19-71, based on the following findings:"

1. List any additional findings…

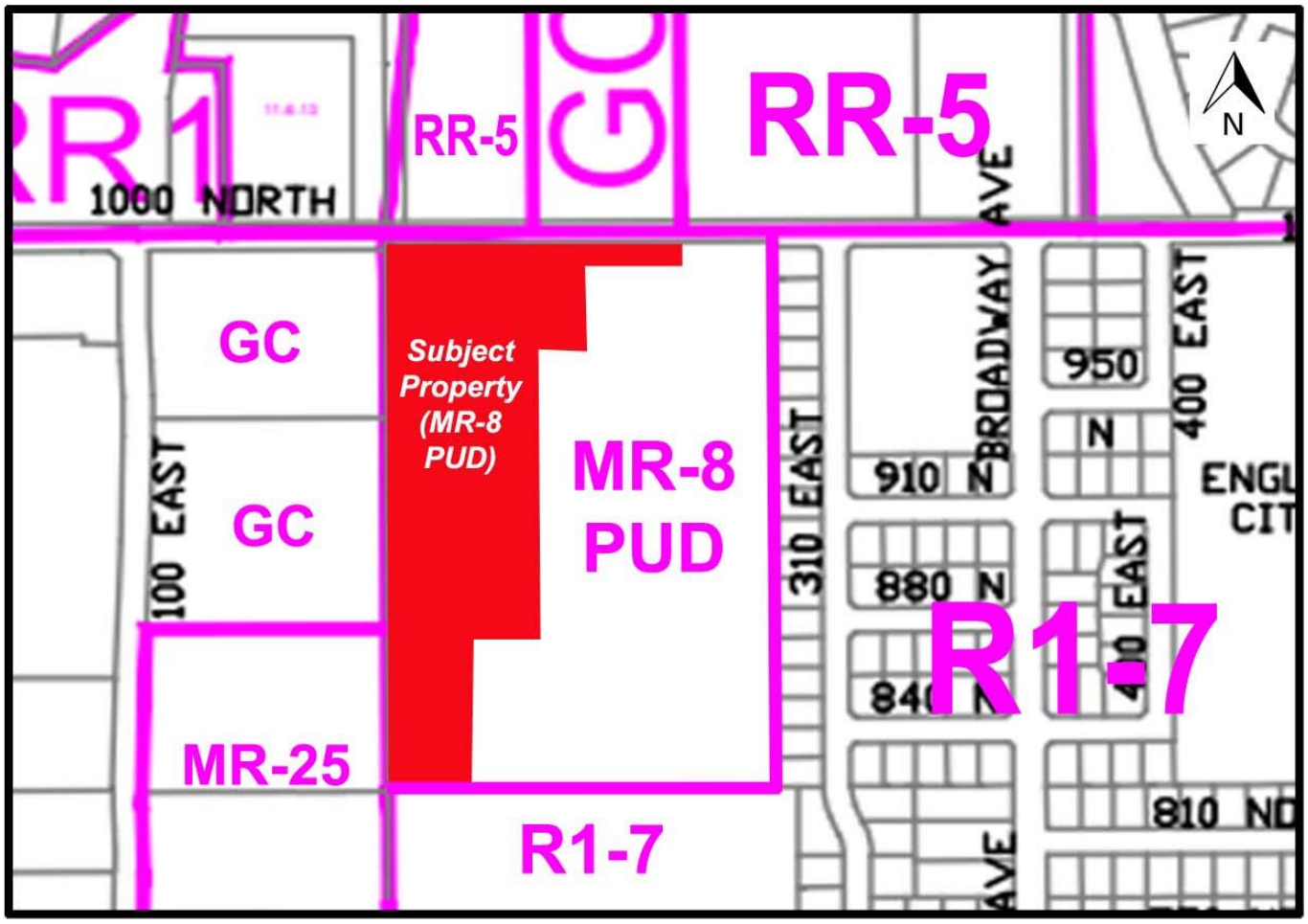
EXHIBIT A

MAPPING PERTINENT TO THE COUNTRY VIEW VILLAS FINAL PLAT SUBDIVISION

Country View Villas Plat A Final Plat Subdivision

Aerial View

Country View Villas Plat A Final Plat Subdivision



Current Zoning

EXHIBIT B

PROPOSED DEVELOPMENT PLANS

COUNTRY VIEW VILLAS
PLAT "A"

A PLANNED RESIDENTIAL UNIT DEVELOPMENT
TOOELE CITY, TOOELE COUNTY, UTAH

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22
T3S, R4W, SLB&M, TOOELE COUNTY, UTAH

GENERAL NOTES

1. THIS PLAT IS SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR COUNTRY VIEW VILLAS AS MAY BE AMENDED FROM TIME TO TIME ("DECLARATION") THAT HAS BEEN OR WILL BE RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER WHICH SHALL SET FORTH THE RESTRICTIONS AND GENERAL PLAN OF IMPROVEMENT FOR THE PROPERTY DESCRIBED IN THIS PLAT. CERTAIN TERMS NOT OTHERWISE DEFINED IN THIS PLAT SHALL HAVE THE MEANINGS ASCRIBED TO SUCH TERMS IN THE DECLARATION. THE ASSOCIATION SHALL HAVE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER THE PROPERTY AND THE COMMUNITY FOR SUCH MAINTENANCE PURPOSES AS FURTHER DESCRIBED IN THE DECLARATION.

2. THE SHARED BOUNDARY LINES OF THE LOTS IMPROVED WITH RESIDENCES CONNECTED BY A PARTY WALL SHALL BE CONCLUSIVELY PRESUMED TO BE THE ACTUAL LOCATION OF THE PARTY WALL.

3. ALL UTILITIES WITHIN THE COMMUNITY SHALL BE UNDERGROUND. SUBJECT TO THE TERMS OF THE DECLARATION, ALL PUBLIC AND PRIVATE UTILITY COMPANIES, THEIR SUCCESSORS AND ASSIGNS, SHALL HAVE A PERMANENT NON-EXCLUSIVE EMERGENCY VEHICLE ACCESS EASEMENT AND A PERMANENT NON-EXCLUSIVE UTILITY EASEMENT OVER, UNDER, ACROSS AND THROUGH THOSE PARTS OR PORTIONS OF SAID TRACT DESIGNATED ON THIS PLAT AS THE UTILITY EASEMENT AREAS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND REPAIR OF SUBTERRANEAN ELECTRICAL, TELEPHONE, COMMUNICATIONS, NATURAL GAS, SEWER, WATER AND DRAINAGE SERVICE LINES AND FACILITIES. THE ABOVE DESCRIBED NON-EXCLUSIVE UTILITY EASEMENT IS TOGETHER WITH THE RIGHT OF ACCESS THERETO, WHICH WOULD REQUIRE THAT NO SURFACE CONSTRUCTION BE ALLOWED WHICH WOULD INTERFERE WITH NORMAL UTILITY USE.

4. ALL COMMON AREA IS DESIGNATED AS A BLANKET PUBLIC UTILITY EASEMENT (PUE) AND DRAINAGE (PU & DE).

5. THE STORM WATER BASIN WITHIN THE COMMON AREA OF THIS DEVELOPMENT IS CONSIDERED PRIVATE AND THE ASSOCIATION IS RESPONSIBLE TO ENSURE PROPER CONSTRUCTION, REPLACEMENT, REPAIR, OPERATION, AND MAINTENANCE ACCORDING TO CITY AND STATE STANDARDS.

6. THE ASSOCIATION SHALL MAINTAIN ALL SEWER LATERALS IN THE DEVELOPMENT BEGINNING AT THE SEWER MAIN PIPE AND CONTINUING TO THE POINT WHERE THE SEWER LATERAL PIPE PENETRATES INTO THE RESIDENCE THROUGH THE CONCRETE FLOOR SLAB. THE ASSOCIATION SHALL HAVE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER THE PROPERTY AND THE COMMUNITY FOR SUCH MAINTENANCE PURPOSES AS FURTHER DESCRIBED IN THE DECLARATION.

LINE DATA TABLE

LINE	BEARING	LENGTH
L1	N 0°15'56" W	48.00
L2	S 89°44'04" W	73.50
L3	S 89°44'04" W	48.00
L4	S 0°15'56" E	73.50
L5	N 0°15'56" W	41.86
L6	N 89°44'24" E	59.50
L7	S 89°44'24" W	59.50
L8	N 57°02'58" E	29.70
L9	S 53°43'03" E	31.18
L10	S 47°03'25" W	36.88
L11	S 16°53'53" E	35.48
L12	S 16°22'01" W	35.48
L13	S 16°53'53" E	35.48
L14	S 16°22'01" W	35.48
L15	S 37°18'11" W	32.80
L16	S 38°07'35" W	47.50
L17	S 15°02'54" E	37.23
L18	N 30°00'49" W	40.31
L19	S 44°43'24" W	28.29
L20	S 15°20'44" W	35.30
L21	S 15°52'36" E	35.30
L22	S 15°20'44" W	35.30
L23	S 15°52'36" E	35.30
L24	S 15°20'44" W	35.30
L25	N 11°06'38" W	156.79

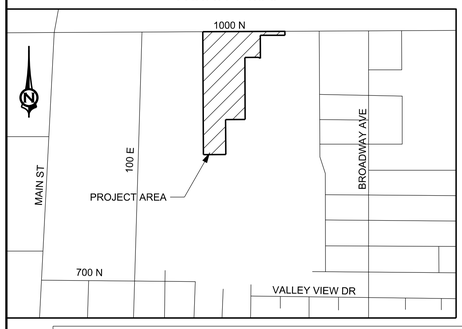
CURVE DATA TABLE

NO.	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD
C1	29.50	89°59'40"	46.34	N 45°15'46" W	41.72
C2	29.50	90°00'20"	46.34	N 44°44'14" E	41.72
C3	29.50	90°00'00"	46.34	S 44°44'04" W	41.72
C4	29.50	90°00'00"	46.34	S 45°15'56" E	41.72
C5	110.00	17°13'50"	33.08	S 81°39'01" E	32.96
C6	80.00	24°02'33"	33.57	S 78°14'40" E	33.32
C7	110.00	90°00'00"	172.79	S 44°44'04" W	155.56
C8	80.00	90°00'00"	125.66	S 44°44'04" W	113.14
C9	50.00	90°00'00"	78.54	S 44°44'04" W	70.71
C10	29.50	89°59'50"	46.34	N 44°43'59" E	41.72
C11	29.50	90°00'10"	46.34	S 45°16'01" E	41.72

ADDRESS TABLE

LOT	ADDRESS	STREET	SUITE	LOT	ADDRESS	STREET	SUITE
1	967 NORTH	200 EAST STREET	A	29	837 NORTH	200 EAST STREET	A
2	967 NORTH	200 EAST STREET	B	30	837 NORTH	200 EAST STREET	B
3	967 NORTH	200 EAST STREET	C	31	837 NORTH	200 EAST STREET	C
4	967 NORTH	200 EAST STREET	D	32	837 NORTH	200 EAST STREET	D
5	949 NORTH	200 EAST STREET	A	33	882 NORTH	200 EAST STREET	A
6	949 NORTH	200 EAST STREET	B	34	882 NORTH	200 EAST STREET	B
7	949 NORTH	200 EAST STREET	C	35	882 NORTH	200 EAST STREET	C
8	949 NORTH	200 EAST STREET	D	36	882 NORTH	200 EAST STREET	D
9	931 NORTH	200 EAST STREET	A	37	898 NORTH	200 EAST STREET	A
10	931 NORTH	200 EAST STREET	B	38	898 NORTH	200 EAST STREET	B
11	931 NORTH	200 EAST STREET	C	39	898 NORTH	200 EAST STREET	C
12	931 NORTH	200 EAST STREET	D	40	898 NORTH	200 EAST STREET	D
13	915 NORTH	200 EAST STREET	A	41	916 NORTH	200 EAST STREET	A
14	915 NORTH	200 EAST STREET	B	42	916 NORTH	200 EAST STREET	B
15	915 NORTH	200 EAST STREET	C	43	916 NORTH	200 EAST STREET	C
16	915 NORTH	200 EAST STREET	D	44	916 NORTH	200 EAST STREET	D
17	897 NORTH	200 EAST STREET	A	45	934 NORTH	200 EAST STREET	A
18	897 NORTH	200 EAST STREET	B	46	934 NORTH	200 EAST STREET	B
19	897 NORTH	200 EAST STREET	C	47	934 NORTH	200 EAST STREET	C
20	897 NORTH	200 EAST STREET	D	48	934 NORTH	200 EAST STREET	D
21	877 NORTH	200 EAST STREET	A	49	952 NORTH	200 EAST STREET	A
22	877 NORTH	200 EAST STREET	B	50	952 NORTH	200 EAST STREET	B
23	877 NORTH	200 EAST STREET	C	51	952 NORTH	200 EAST STREET	C
24	877 NORTH	200 EAST STREET	D	52	952 NORTH	200 EAST STREET	D
25	853 NORTH	200 EAST STREET	A	53	237 EAST	960 NORTH STREET	A
26	853 NORTH	200 EAST STREET	B	54	237 EAST	960 NORTH STREET	B
27	853 NORTH	200 EAST STREET	C	55	237 EAST	960 NORTH STREET	C
28	853 NORTH	200 EAST STREET	D	56	237 EAST	960 NORTH STREET	D
				CLUBHOUSE - 211 EAST 960 NORTH STREET			

VICINITY MAP



DOMINION ENERGY

QUESTAR GAS COMPANY, dba DOMINION ENERGY UTAH HEREBY APPROVES THIS PLAT SOLELY FOR PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET 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 UTAH'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS _____ DAY OF _____ A.D. 20___

DOMINION ENERGY

BY – _____

TITLE – _____

ROCKY MOUNTAIN POWER

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

APPROVED THIS _____ DAY OF _____ A.D. 20___

ROCKY MOUNTAIN POWER

BY – _____

TITLE – _____

COUNTY SURVEY DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20_____ BY THE TOOELE COUNTY SURVEY DEPARTMENT.

_____
TOOELE COUNTY SURVEY DIRECTOR

COUNTY HEALTH DEPT.

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY HEALTH DEPARTMENT.

_____
TOOELE COUNTY HEALTH DEPARTMENT

COUNTY TREASURER

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY TREASURER.

_____
TOOELE COUNTY TREASURER

PROFESSIONAL LAND SURVEYOR

DAN E. KNOWLDEN JR.
563 N REES AVE. SPANISH FORK, UT (801)616-6848
PROJECT: COUNTRY VIEW VILLAS FILE NAME: 2017002PTA
DRAWN BY: PARKER JOHNSON DATE: APRIL13, 2018

OWNER/DEVELOPER

COUNTRY VIEW VILLAS, LLC/LEISURE VILLAS, INC.
791 N 100 E, LEHI, UT

CITY ATTORNEY

APPROVED AS TO FORM ON THIS ____ DAY OF _____ A.D. 20____.

_____
TOOELE CITY ATTORNEY

CITY ENGINEER

APPROVED AS TO FORM ON THIS ____ DAY OF _____ A.D. 20____.

_____
TOOELE CITY ENGINEER

COMMUNITY DEVELOPMENT

APPROVED AS TO FORM ON THIS ____ DAY OF _____ A.D. 20____.

_____
TOOELE CITY COMMUNITY DEVELOPMENT

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY PLANNING COMMISSION.

_____
CHAIRMAN TOOELE CITY PLANNING COMM.

CITY COUNCIL

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY COUNCIL.

_____ _____
_____ _____
ATTEST: CITY RECORDER _____

TOOELE COUNTY RECORDER

NO. _____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED & FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE ____

FEE $ _____ TOOELE COUNTY RECORDER

PREPARED BY

VALLEY LAND SURVEYING
P: (801) 616-6848
F: (801) 704-9384
surveydanpls@gmail.com
563 North Rees Ave.
Spanish Fork, UT 84660

Mustang DESIGN
791 N 100 E SUITE 200
LEHI, UTAH 84043

MAY 2019

SURVEYOR'S CERTIFICATE

I, DAN E. KNOWLDEN JR., DO HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER, AND OR LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7173588 PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. 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 PARCELS AND STREETS, HEREAFTER TO BE KNOWN AS COUNTRY VIEW VILLAS PLAT "A" AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

_____ _____
SURVEYOR (SEE SEAL AT RIGHT) DATE

PROFESSIONAL LAND SURVEYOR
Dan E. Knowlden Jr.
7173588
STATE OF UTAH

BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°43'06" EAST 882.22 FEET ALONG THE SECTION LINE TO THE WEST LINE OF TOOELE ESTATES SUBDIVISION, AS RECORDED APRIL 10, 1998 UNDER ENTRY NO. 109813 IN BOOK 500 AT PAGE 766 IN THE TOOELE COUNTY RECORDERS OFFICE; THENCE SOUTH 00°15'15" EAST 42.04 FEET ALONG SAID WEST LINE; THENCE SOUTH 89°44'24" WEST 265.02 FEET; THENCE SOUTH 00°16'54" EAST 248.76 FEET TO A POINT ON A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE 35.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°41'49" (CHORD BEARS NORTH 69°55'01" WEST 34.77 FEET); THENCE SOUTH 89°44'04" WEST 134.04 FEET; THENCE SOUTH 00°15'56" EAST 667.00 FEET; THENCE SOUTH 89°44'04" WEST 194.11 FEET; THENCE SOUTH 00°15'56" EAST 376.29 FEET; THENCE SOUTH 89°41'17" WEST 256.50 FEET TO THE SECTION LINE; THENCE NORTH 00°15'56" WEST 1321.93 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 13.32 ACRES OR 580,261 SQFT MORE OR LESS

SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RIGHTS-OF-WAY, IF ANY, WHICH HAVE BEEN ESTABLISHED AND NOW MAY EXIST BY OPERATION OF LAW UPON SAID LAND, OR ANY PORTION THEREOF.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE _ UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO PARCELS AND STREETS TO BE HEREAFTER KNOWN AS COUNTRY VIEW VILLAS PLAT "A". DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS _____ _____ A.D., 20 _____

_____
COUNTRY VIEW VILLAS, LLC (BRENT LINDSTROM MEMBER/MANAGER)

ACKNOWLEDGMENT

ON THE _____ DAY OF _____ A.D., 20 ____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF TOOELE IN SAID STATE OF UTAH, THE SIGNER( ) OF THE ABOVE OWNER'S DEDICATION, IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT _____ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES _____ _____
NOTARY PUBLIC
RESIDING IN _____

COUNTRY VIEW VILLAS
PLAT "A"

A PLANNED RESIDENTIAL UNIT DEVELOPMENT
TOOELE CITY, TOOELE COUNTY, UTAH

NOT TO SCALE

COUNTRY VIEW VILLAS
PLAT "A"

A PLANNED RESIDENTIAL UNIT DEVELOPMENT
TOOELE CITY, TOOELE COUNTY, UTAH

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22
T3S, R4W, SLB&M, TOOELE COUNTY, UTAH

FOUND BRASS CAP
NORTH QUARTER CORNER
SECTION 22, T 3 S, R 4 W, SLB & M

S00°15'15"E
42.04'

1764.40'

FOUND ENSIGN REBAR AND CAP

TOOELE ESTATES 12-068-0-0001
TOOELE ESTATES 12-068-0-0002
TOOELE ESTATES 12-068-0-0003
TOOELE ESTATES 12-068-0-0004
TOOELE ESTATES 12-068-0-0005
TOOELE ESTATES 12-068-0-0006
TOOELE ESTATES 12-068-0-0007
TOOELE ESTATES 12-068-0-0008
TOOELE ESTATES 12-068-0-0009
TOOELE ESTATES 12-068-0-0010
TOOELE ESTATES 12-068-0-0011
TOOELE ESTATES 12-068-0-0012
TOOELE ESTATES 12-068-0-0013
TOOELE ESTATES 12-068-0-0014
TOOELE ESTATES 12-068-0-0015

FOUND ENSIGN REBAR AND CAP

S89°44'24"W 265.02'

470.24'

IRISH CREEK, LLC
02-005-0-0049

GLORIA BEVAN TRUST
02-005-0-0018

S00°16'54"E 248.76'

32.00'
35.15'

L= 35.51'
D= 40°41'49"
R= 50.00'
CB= S69°55'01"E
CL= 34.77'

150.20'
S89°44'24"W

113.17'

172.67'
N89°44'04"E

960 NORTH

S89°44'04"W 134.04'

S00°15'56"E 667.00'

117.68'

DEDICATED PUBLIC RIGHT-OF-WAY

206.69'
N00°15'56"W

60.00'

220 EAST

117.69'

105.48'
N89°44'04"E

141.11'

45.98'

60.00'

194.11'
S89°44'04"W

N89°43'06"E 882.22'

1000 NORTH

411.98'

356.99'
S89°44'24"W

POOL DECK/CLUBHOUSE

DETENTION BASIN AREA

617.00'

30.00'
S89°44'04"W

S00°15'56"E 376.29'

663.26'
N00°15'56"W

112.74'
N00°15'56"W

217.31'
N00°15'56"W

200 EAST

DEDICATED PUBLIC RIGHT-OF-WAY

603.76'

270.58'

167.00'
S89°43'54"W

226.45'

870 NORTH

DEDICATED PUBLIC RIGHT-OF-WAY

S89°41'17"W 256.50'

920.00'

30.00'

300.23'

N00°15'56"W 1321.93'

41.70'

POINT OF BEGINNING
FOUND BRASS CAP
NORTHWEST CORNER
SECTION 22,
T 3 S, R 4 W, SLB & M

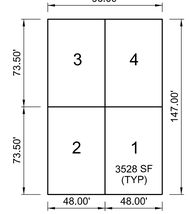
N89°43'60"E (BASIS OF BEARING) ALONG SECTION LINE

FOUND ENSIGN REBAR AND CAP

DOMINION ENERGY
18-099-0-0001

SCHOLAR ACADEMY
18-099-0-0002

CLEARWATER CAPITAL FUND, LLC
18-099-0-0004



STANDARD LOT SIZES
AND LOT CONFIGURATION

LEGEND

- BOUNDARY LINE
- STREET CENTER LINE
- LOT LINE AND RIGHT OF WAY LINE
- EXISTING RIGHT OF WAY LINE
- SECTION CORNER / SURVEY MONUMENT
- PLAT CORNER / POINT OF INTERSECTION
- TIE LINE TO CORNER
- COMMON AREA / PUBLIC UTILITY & DRAINAGE EASEMENT (P.U. & D.E. EXCEPTS CLUBHOUSE AND POOL DECK) TO BE MAINTAINED BY DEVELOPMENT HOA

0 50 100

PREPARED BY

VALLEY LAND SURVEYING
P: (801) 616-6848
F: (801) 704-9384
surveydanpls@gmail.com
563 North Rees Ave.
Spanish Fork, UT 84660

Mustang DESIGN
791 N 100 E, SUITE 200
LEHI, UTAH 84043

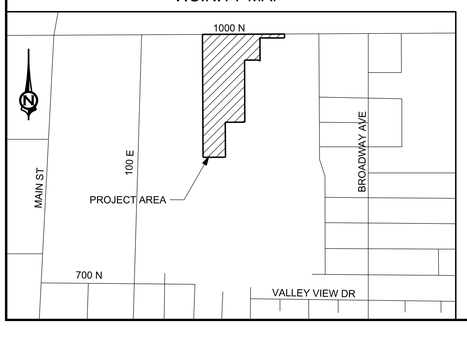
MAY 2019

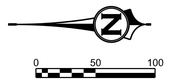
COUNTRY VIEW VILLAS
PLAT "A"
A PLANNED RESIDENTIAL UNIT DEVELOPMENT
TOOELE CITY, TOOELE COUNTY, UTAH

SCALE 1" = 60'

SHEET 2 OF 2

VICINITY MAP



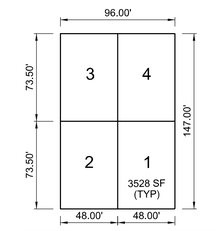


LEGEND

- BOUNDARY LINE
- SETBACK LINE
- STREET CENTER LINE
- LOT LINE AND RIGHT OF WAY LINE

PLAT "A" AREA TABULATIONS

P.U.D. AREA DESCRIPTION	ACRES	% OF TOTAL
RIGHT-OF-WAY DEDICATION	3.36	25%
RESIDENTIAL LOT AREAS (14 UNITS)	4.54	34%
OPEN SPACE (DOES NOT INCLUDE HOA LANDSCAPED AREA IN LOTS & R/W, BUT DOES INCLUDE CLUBHOUSE, POOL AREA, DRIVEWAYS & DETENTION POND AREA)	5.43	41%
PROJECT TOTAL (6.29 UNITS PER ACRE, DISCOUNTING R/W)	13.32	100%
TOTAL LANDSCAPE AREAS (INCLUDES IRRIGABLE AREAS IN LOTS AND RIGHT-OF-WAY)	4.99	



STANDARD LOT SIZES AND LOT CONFIGURATION

NOTE:
FINAL CONFIGURATION OF PHASE 3 WILL BE DETERMINED BEFORE CONSTRUCTION BEGINS FOR PHASE 2.

LEISURE VILLAS

A LEISURE VILLAS, INC. DEVELOPMENT
BRENT LINDSTROM (PRESIDENT)
791 N 100 E, SUITE 100, LEHI, UT 84043

PROJECT ENGINEER: JARED CHRISTENSEN, P.E.
PROJECT DESIGNER: MARK JOHNSON
PROJECT SURVEYOR: DAN KNOWLDEN JR., P.L.S.

MUSTANG DESIGN, LLC
791 N 100 E, SUITE 200
LEHI, UTAH 84043

LICENSED PROFESSIONAL ENGINEER
H. JARED CHRISTENSEN
9014769345
STATE OF UTAH

NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

COUNTRY VIEW VILLAS
SITE PLAN
A SENIOR RESTRICTED COMMUNITY
A PLANNED UNIT DEVELOPMENT
TOOELE, UTAH

PROJ. #:	2017002
CAD FILE:	2017002SP01.dgn
DRAWN BY:	MIJ
DESIGN BY:	MIJ
CHECKED BY:	HJC
SCALE OF SHEET HOR SCALE:	1" = 60'
VER SCALE:	1" = 60'
SHEET	SP01
OF	1

SELECTED TREE MATERIALS SCHEDULE

Botanical Name	Common Name	Size
STREET TREES		
Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	2" Cal.
Acer ginnala 'Flame	Amur Maple (at Entry)	6'-8'
Acer platanoides 'Emerald Queen'	Emerald Queen Maple	2" Cal.
Gleditsia tricanthos inermis 'Imperial'	Imperial Honeylocust	2" Cal.
Gleditsia tricanthos 'Sunburst'	Sunburst Honeylocust	2" Cal.
Pyrus calleryana 'Chanticleer' Chanticleer	Flowering Pear (at entry)	2" Cal.
Tilia Cordata 'Greenspire'	Little Leaf Linden	2" Cal.
COMMON AREA		
Gleditsia tricanthos inermis 'Imperial'	Imperial Honeylocust	10 Gal.
Gleditsia tricanthos 'Sunburst'	Sunburst Honeylocust	10 Gal.
Maius 'Radianf	Radiant Crabapple	15 Gal.
Maius 'Spring Snow'	Spring Snow Crabapple	15 Gal.
Pimus nigra	Austrian Pine	4'-5'
Platanus acerifolia 'Bloodgood'	Bloodgood London Plane Tree	15 Gal.
Robinia psuedoacacia 'Purple Robe'	Purple Robe Locust	10 Gal.
Betula nigra	River Birch	10 Gal.
Prunus virginiana 'Canada Red'	Canada Red Chokecherry	25 Gal.
DECIDUOUS TREES		
Acer x freemanii'Jeffersred'	Autumn Blaze Maple	2" Cal.
Acer platanoides 'Emerald Queen'	Emerald Queen Maple	2" Cal.
Gleditsia tricanthos inermis 'Imperial'	Imperial Honeylocust	2" Cal.
Platanus acerifolia 'Bloodgood'	Bloodgood London Plane Tree	2" Cal.
ORNAMENTAL TREES		
Acer ginnala 'Flame'	Amur Maple	6'-8'
Cercis canadensis	Eastern Redbud	10 Gal.
Maius 'Prairie Fire'	Prairie Fire Crabapple	2" Cal.
Maius 'Spring Snow'	Spring Snow Crabapple	2" Cal.
Prunus virginiana 'Canada Red'	Canada Red Chokecherry	25 Gal.
Fagus sylvatica	Dawyck Purple Beech	25 Gal.
Cedrus atlantica	Blue Atlas Cedar	10 Gal.
Quercus bimundorum	Dawyck Purple Beech	10 Gal.
Acer Palmatums	Japanese Maple	10 Gal.
EVERGREEN TREES		
Picea pungens	Colorado Spruce	3'-4'
Pinus tlexilis glauca 'Vanderwolfe's Pyr'	Vanderwolfe's Pine	5'-6'
Pinus nigra	Austrian Pine	6'-8'
Cedrus atlantica	Blue Atlas Cedar	10 Gal.
Picea mariana fastigiata 'Wellspire'	Wellspire Spruce	4'-5'
Chamaecyparis nootkatensis 'Glauca Pendula'	Blue Weeping Alaska Cedar	6'-8'
Picea abies 'Pendula'	Weeping Norway Spruce	4'-5'
Thuja occidentals 'Emerald'	Emerald Arborvitae	4'-5'
Juniperus scopulorum 'Whichita Blue'	Wichita Blue Spruce	4'-5'
Picea pungens glauca fastigiata 'Blue Totem'	Blue Totem Spruce	6'-8'

SELECTED PLANT MATERIALS SCHEDULE
(SEE SHEET LP02 FOR PLANT LOCATIONS AROUND BUILDINGS)

Botanical Name	Common Name	Size
DECIDUOUS SHRUBS		
Berberis thunbergii atro. 'Ruby Carousel'	Ruby Carousel Barberry	2 Gal.
Cornus alba 'Elegantissima'	Variegated Dogwood	5 Gal.
Cornus sericea 'Baileyi'	Red Osier Dogwood	5 Gal.
Cotoneaster lucidus	Peking Cotoneaster	5 Gal.
Cytisus x 'Lilac Time'	Lilac Time Broom	2 Gal.
Euonymus alata 'Compacta'	Dwarf Burning Bush	5 Gal.
Hibiscus syricus	Rose of Sharon	5 Gal.
Lonicera x 'Emerald Mound'	Emerald Mound Honeysuckle	1 Gal.
Potentilla fruiticosa 'Klondike'	Shrubby Cinquefoil	3 Gal.
Prunus x cistena	Cistena Plum	5 Gal.
Rosa meidiland	Meidiland Roses	5 Gal.
Salix purpurea nana	Blue Arctic Willow	2 Gal.
Hysocarpus opulifolius	Summer Wine Ninebark	2 Gal.
Berberis thunbergii	Yellow Japanese Barberry	2 Gal.
Berberis thunbergi	Crimson Pygmy Barberry	2 Gal.
EVERGREEN AND BROADLEAF SHRUBS		
Euonymus fortunei	Trailing Euonymus	1 Gal.
Juniperus horizontalis	Horizontal Junipers	3 Gal.
Juniperus sabina	Sabina Junipers	3 Gal.
Pinus mugo mugus 'Pumilio'	Dwarf Mugo Pine	3 Gal.
Taxus cuspidata 'Densiformis'	Dense Japanese Yew	3 Gal.
ORNAMENTAL GRASSES AND PERENNIALS		
Bergenia cordifolia	Rose Saxifraga	1 Gal.
Calamagrostis x acutifolia	Feather Grass	1 Gal.
Hemerocallis	Daylily	1 Gal.
Miscanthus sinensis	Maiden Grass	1 Gal.
Calamagrostis acutiflora	Carl Foerster Fountain Grass	1 Gal.
Penisetum alopucuroides	Little Bunny Fountain Grass	1 Gal.

LAWN - LOWER WATER USAGE
Draylar Upland Bluegrass - 30 %
Cover Sheep Fescue - 30 %
CrystalHard Fescue - 30%
AnnualRye Gross - 10%

LEGEND

SHRUBS / FLOWERS / GRASSES

DECIDUOUS / SHADE TREES

EVERGREEN TREES

NOTES:

1- PLANTER BEDS TO BE COVERED WITH 2" OF WOOD MULCH.

2- PLANT TYPE AND PLACEMENT OF TREES SHOWN MAY BE ADJUSTED BY DEVELOPER TO FIT BEST WITH AVAILABLE STOCK ON HAND AND BUILDING DESIGN.

3- PLAN AND ALL COMPONENTS APE CONCEPTUAL ONLY AND MAY BE CHANGED ACCORDING TO OWNERS DISCRETION DUE TO PLANT AND MATERIAL AVAILABILITY.

4- SEE SHEETS LP02 & LP03 FOR ADDITIONAL PLANTING AND TREATMENT DETAIL.

5- ALL LANDSCAPING WITHIN THE BOUNDARIES OF THIS PROJECT ARE TO BE MAINTAINED BY THE HOA.

6- ALL LANDSCAPE AREAS, INCLUDING THE PARK STRIPS ARE TO BE PLANTED WITH GRASS EXCEPTING FLOWER, SHRUB AND TREE BEDDING AREAS.

LEISURE VILLAS

A LEISURE VILLAS, INC. DEVELOPMENT
LARRY LINDSTROM (PRESIDENT)
791 N 100 E, SUITE 100, LEHI, UT 84043

Mustang DESIGN
MUSTANG DESIGN, LLC
791 N 100 E, SUITE 200
LEHI, UTAH 84043

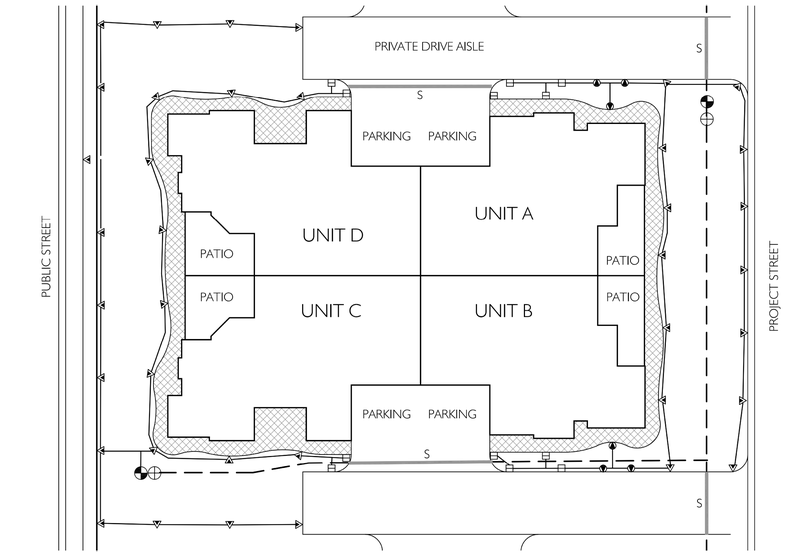
NO.	DESCRIPTION	BY	APP'D	DATE
2	ADDED DETAIL FOR 150 E PARKSTRIP	MIJ	DE	04NOV17
1	APPROVED FOR CONSTRUCTION	MIJ	DE	28DEC16

REVISION

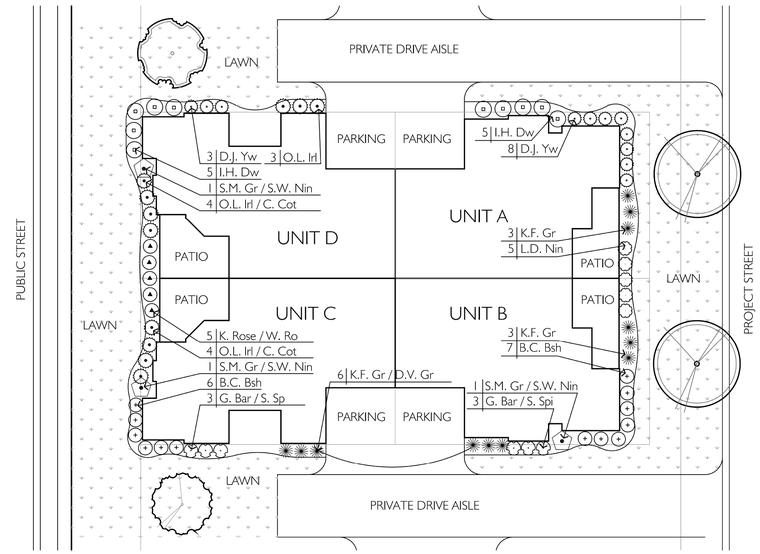
COUNTRY VIEW VILLAS
OVERALL LANDSCAPE PLAN

A SENIOR RESTRICTED COMMUNITY
A PLANNED UNIT DEVELOPMENT
TOOELE, UTAH

PROJ. #:	2017002
CAD FILE:	2017002LP01.dgn
DRAWN BY:	MIJ
DESIGN BY:	DE
CHECKED BY:	DE
SCALE OF SHEET	
HOR SCALE:	1" = 60'
VER SCALE:	1" = 60'
SHEET	LP01
OF	3



A TYPICAL 4-UNIT BUILDNG IRRIGATION PLAN
SCALE: 1"=20'-0" NORTH



C TYPICAL 4-UNIT BUILDNG LANDSCAPE PLAN
SCALE: 1"=20'-0" NORTH

B TYPICAL 2-UNIT BUILDNG IRRIGATION PLAN
SCALE: 1"=20'-0" NORTH

D TYPICAL 2-UNIT BUILDNG LANDSCAPE PLAN
SCALE: 1"=20'-0" NORTH

NOTES:

1- PLANTER BEDS TO BE COVERED WITH 2" OF WOOD MULCH.

2- PLANT TYPE AND PLACEMENT OF TREES SHOWN MAY BE ADJUSTED BY DEVELOPER TO FIT BEST WITH AVAILABLE STOCK ON HAND AND BUILDING DESIGN.

3- PLAN AND ALL COMPONENTS APE CONCEPTUAL ONLY AND MAY BE CHANGED ACCORDING TO OWNERS DISCRETION DUE TO PLANT AND MATERIAL AVAILABILITY.

4- SEE SHEETS LP01 & LP03 FOR ADDITIONAL PLANTING AND TREATMENTS.

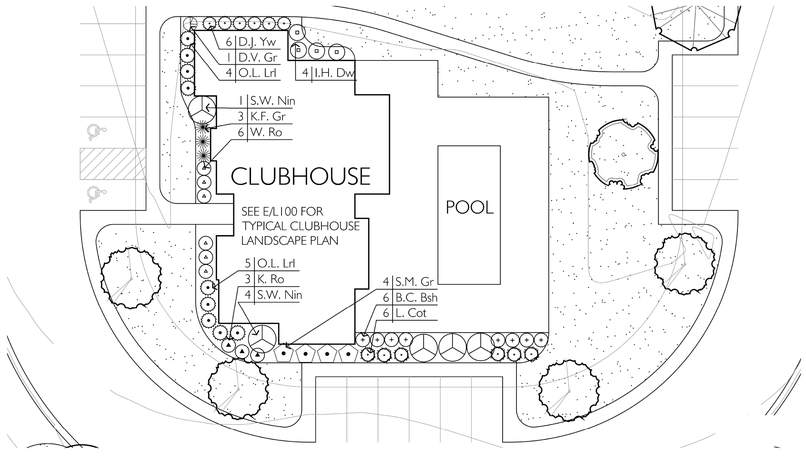
5- CLUBHOUSE AND PLANT LAYOUT ARE SHOWN TO REPRESENT TYPICAL LANDSCAPING OF LEISURE VILLAS PROJECTS, BUT ARE SUBJECT TO CHANGE.

IRRIGATION SCHEDULE

SYM.	MODEL	P.S.I.	(x-H)	RADIUS
⊟	Hunter PROS-06-PRS40-CV-R w/ MPSS530,MPLCS515,MPLRS515	40	0.44	5' x 30', 5' x 15'
	Hunter PROS-06-PRS40-CV-R w/ MP100090	40	0.37	8' - 15'
	Hunter PROS-06-PRS40-CV-R w/ MP200090	40	0.74	13' - 21'
	Rainbird 3504-PC-SAM 1.0 Nozzle	45	1.06	21.0
	Rainbird 3504-PC-SAM 2.0 Nozzle	45	1.93	27.0
	Rainbird 3504-PC-SAM 3.0 Nozzle	45	4.13	35.0
	Inline Drip Line - Rainbird XFD-09-18-xxx			
	Automatic Control Valve - Rainbird PEB - See Plan for Sizes			
	Drip Control Zone - Rainbird XCZ-100-PRBCOM			
	Lateral Pipe - Schedule 40 PVC			
	3" Sch 40 PVC Mainline			
S	Irrigation Sleeving			

IRRIGATION LATERAL PIPE SIZING SCHEDULE

Distance - valve to end of lateral	0 - 160 FT.	160 - 200 FT.	200 - 250 FT.	250 - 300 FT.	300 - 350 FT.
3/4" SCH. 40 PVC PIPE	0 - 8 GPM	0 - 5 GPM	0 - 4 GPM	0 - 4 GPM	0 - 3 GPM
1" SCH. 40 PVC PIPE	8 - 12 GPM	5 - 10 GPM	4 - 9 GPM	4 - 8 GPM	3 - 7 GPM
1-1/4" SCH. 40 PVC PIPE	12 - 22 GPM	10 - 18 GPM	9 - 18 GPM	8 - 16 GPM	7 - 14 GPM
1-1/2" SCH. 40 PVC PIPE	22 - 30 GPM	22 - 30 GPM	18 - 26 GPM	16 - 24 GPM	14 - 22 GPM
2" SCH. 40 PVC PIPE	30 - 50 GPM	30 - 50 GPM	26 - 50 GPM	24 - 45 GPM	22 - 40 GPM
2 -1/2" SCH. 40 PVC PIPE	50 - 70 GPM	50 - 70 GPM	50 - 70 GPM	45 - 70 GPM	40 - 65 GPM
3" SCH. 40 PVC PIPE	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM



E CLUBHOUSE LANDSCAPE PLAN
SCALE: 1"=20'-0" NORTH

MUSTANG DESIGN, LLC
791 N 100 E, SUITE 200
LEHI, UTAH 84043

NO.	REVISION DESCRIPTION	BY	DATE
1	APPROVED FOR CONSTRUCTION	MIJ	28DEC16

COUNTRY VIEW VILLAS
TYPICAL BUILDING LANDSCAPING PLAN

A SENIOR RESTRICTED COMMUNITY
A PLANNED UNIT DEVELOPMENT
TOOELE, UTAH

LEISURE VILLAS

A LEISURE VILLAS, INC. DEVELOPMENT
LARRY LINDSTROM (PRESIDENT)
791 N 100 E, SUITE 100, LEHI, UT 84043

PROJ. #:	2017002
CAD FILE:	SFILEABBREVS
DRAWN BY:	MIJ
DESIGN BY:	DE
CHECKED BY:	DE
SCALE OF SHEET	
HOR SCALE:	1" = 60'
VER SCALE:	1" = 60'
SHEET	LP02
OF	3

ENTRY MONUMENT CONCEPT

ENTRY MONUMENT DRAWING

Dimensions and and masonry feature styles may vary.

COUNTRY VIEW VILLAS
PRIVATE COMMUNITY AMENITIES

- Clubhouse to include:
  - Large heated Pool
  - Stadium seating theater
  - Fully equipped exercise facility
  - Patio area with lounge chairs and barbecue
  - Meeting/gathering area
  - Pool table
  - Kitchen Area
  - Business Office
- Relaxation and Picnic areas
- Large Entry monument sign and abundant entry landscaping
- Restriction on home sales to seniors over 55 in compliance with HUD regulations
- Very restrictive community covenants
- Individual building landscaping completed before occupancy
- Professionally maintained landscaping
- Professionally managed Homeowners' Association

Model Sign
18" x 18"

Building Sign
18" x 24"

Address Sign
8" x 16"

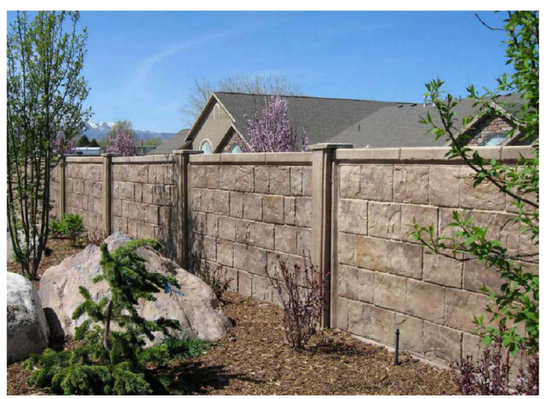
Sales Sign
24" x 18"

Private Community Sign
24" x 18"

Photos are representative of the type of signs to be constructed and should not be considered as the exact design, size and type.

MAIL GANG BOX

A LEISURE VILLAS, INC. DEVELOPMENT
BRENT LINDSTROM (PRESIDENT)
791 N 100 E, SUITE 100, LEHI, UT 84043



6' PRIVACY CONCRETE COMPOSITE FENCE (RHINO ROCK)
COLOR: SHADOW BROWN

Photo is representative of the type of fence to be constructed and should not be considered as the exact design.

4' SEMI-PRIVATE FENCE MASONRY PILLARS
COLOR: BROWN MIX

Photo is representative of the type of pillar to be constructed and should not be considered as the exact design.

4' SEMI-PRIVATE FENCE (VINYL)
COLOR: TAUPE OR WHITE (TO MATCH BUILDING EXTERIOR)

Photo is representative of the type of fence to be constructed and should not be considered as the exact design.

MUSTANG DESIGN, LLC
791 N 100 E, SUITE 200
LEHI, UTAH 84043

NO.	REVISION DESCRIPTION	BY	APPD	DATE
1	APPROVED FOR CONSTRUCTION	MIJ	DE	28DEC16

COUNTRY VIEW VILLAS
LANDSCAPE MONUMENT, FENCING AND SIGNAGE

A SENIOR RESTRICTED COMMUNITY
A PLANNED UNIT DEVELOPMENT
TOOELE, UTAH

PROJ. #: 2017002
CAD FILE: $FILEABBREV$
DRAWN BY: MIJ
DESIGN BY: DE
CHECKED BY: DE
SCALE OF SHEET
HOR SCALE: 1" = 60'
VER SCALE: 1" = 60'
SHEET LP03
OF 3

TOOELE CITY CORPORATION

ORDINANCE 2019-33

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY ZONING MAP FOR PROPERTY IN THE OVERLAKE AREA B NEIGHBORHOOD COMMERCIAL ZONING DISTRICT, FOR THE EPIC APARTMENTS AT OVERLAKE DEVELOPMENT LOCATED NEAR 600 WEST 1000 NORTH.

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

WHEREAS, the Tooele City General Plan includes various elements, including water, sewer, transportation, and land use. The Tooele City Council adopted the Land Use Element of the Tooele City General Plan, after duly-noticed public hearings, by Ordinance 1998-39, on December 16, 1998, by a vote of 5-0; and,

WHEREAS, the Land Use Element (hereinafter the "Land Use Plan") of the General Plan establishes Tooele City's general land use policies, which have been adopted by Ordinance 1998-39 as a Tooele City ordinance, and which set forth appropriate Use Designations for land in Tooele City (e.g., residential, commercial, industrial, open space); and,

WHEREAS, the Land Use Plan reflects the findings of Tooele City's elected officials regarding the appropriate range, placement, and configuration of land uses within the City, which findings are based in part upon the recommendations of land use and planning professionals, Planning Commission recommendations, public comment, and other relevant considerations; and,

WHEREAS, Utah Code §10-9a-501, *et seq.*, provides for the enactment of "land use [i.e., zoning] ordinances and a zoning map" that constitute a portion of the City's regulations (hereinafter "Zoning") for land use and development, establishing order and standards under which land may be developed in Tooele City; and,

WHEREAS, a fundamental purpose of the Land Use Plan is to guide and inform the recommendations of the Planning Commission and the decisions of the City Council about the Zoning designations assigned to land within the City (e.g., R1-10 residential, neighborhood commercial (NC), light industrial (LI)); and,

WHEREAS, the property subject to the original and revised rezone petitions is subject to that certain Settlement Agreement dated August 6, 2014, which provided, in relevant part, that the property owners and Tooele City would work together to develop an amendment to the Land Use Element of the Tooele City General Plan to designate areas intended for residential and other uses, which amendment would be the basis for approval of land use applications, including rezone petitions, for the property (see Section 9); and,

WHEREAS, on February 4, 2015, the City Council approved Ordinance 2015-04, an ordinance of the Tooele City Council amending the Tooele City General Plan Land Use Element and Land Use Map to assign base zoning for the Overlake properties, which ordinance identified an Area B comprised of approximately 60.7 acres of non-residential property in which a broad range of zoning districts could be considered, from high density residential zoning districts (MR-16 referred to by its predecessor title HDR, allowing up to 16 dwelling units to the acre) to mixed use and the full range of commercial districts, in which the base zoning or

holding zone for the commercial and mixed-use areas was established to be the NC Neighborhood Commercial zoning district (see area mapping attached as **Exhibit A**); and,

WHEREAS, Ordinance 2015-04 contemplated that the City would work with property owners to approve appropriate zoning classifications to accommodate the specific land uses requested by owners as contemplated in the Land Use Plan amendment approved by the ordinance; and,

WHEREAS, by the Tooele City Charter (Section 2-02), Utah Code (Chapter 10-3b Part 2), and the Tooele City Code (Section 1-5-2), the City Council exercises all legislative policy-making powers and functions of the City, which include land use policy, both in the General Plan and Zoning ordinances, under which the authority the City Council exercises the exclusive prerogative of deciding which land use decisions are in the best interest of Tooele City, utilizing the reasonably debatable legal standard established for legislative decision-making; and,

WHEREAS, this Ordinance establishes the legislative land use policy of the City Council regarding the zoning designations for the subject property as being in the best interest of Tooele City because it affords a reasonable, flexible, and generous use of land while minimizing, to the extent possible, the adverse impacts of relatively high density development on transportation, water distribution, and sewer collection systems; and,

WHEREAS, the City has received an application for Zoning amendments for properties located near 600 West 1000 North, as shown in the attached **Exhibit B**, in which the applicant proposes to rezone an 18.18-acre portion of Overlake Area B form the Neighborhood Commercial zoning district to the MR-16 multi-family residential zoning district; and,

WHEREAS, Section 9 of the Settlement Agreement vests the owners of the Overlake Properties with "the right to construct a maximum of 4,800 residential units . . . on the Overlake Properties in varying densities including single-family, multi-family, apartments and mixed use . . ."; and,

WHEREAS, Drew Hall, Managing Partner of Tooele Associates, L.P., one of the Developer Parties to the Settlement Agreement, represented during the Planning Commission meeting of November 13, 2019, that (1) residential units constructed on the property rezoned for the Epic Apartments at Overlake will be included in the 4,800 maximum residential units allowed under the Settlement Agreement and will not increase the 4,800 residential unit cap for the Overlake Properties, and (2) Tooele Associates property adjacent to Aaron Drive and Berra Boulevard will not be developed at a higher density than the R1-7 single-family zoning district (see Planning Commission minutes attached as Exhibit C); and,

WHEREAS, on November 13, 2019, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as **Exhibit C**); and,

WHEREAS, on _____, the City Council convened a duly-advertised public hearing:

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

1. this Ordinance and the zoning amendment proposed therein are in the best interest of the City in that it will bring an increased variety of housing types and styles for those in various stages of life and is consistent with the desires of the affected property owners, and are consistent with the General Plan and Land Use Plan; and,
2. this Ordinance and the zoning amendment proposed therein are in the best interest of the

City for the additional reason that the vehicular traffic demands generated by the Epic Apartments at Overlake project in the proposed location can be better accommodated in the proposed location than locations adjacent to Aaron Drive and Berra Boulevard; and,

3. approval of this Ordinance and the zoning amendment proposed therein is expressly conditioned as follows: (1) residential units constructed on the property rezoned for the Epic Apartments at Overlake will be included in the 4,800 residential unknit cap for the Overlake Properties, and (2) Tooele Associates property adjacent to Aaron Drive and Berra Boulevard will not be developed at a higher density than the R1-7 single-family zoning district; and,
4. based on the foregoing, the Zoning Map is hereby amended for the property located near 600 West 1000 North to rezone 18.18 acres of Overlake Property, located within Area B, currently zoned Neighborhood Commercial (NC) to the MR-16 multi-family residential zoning district, as illustrated 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 _____, 20__.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Pitt, City Recorder

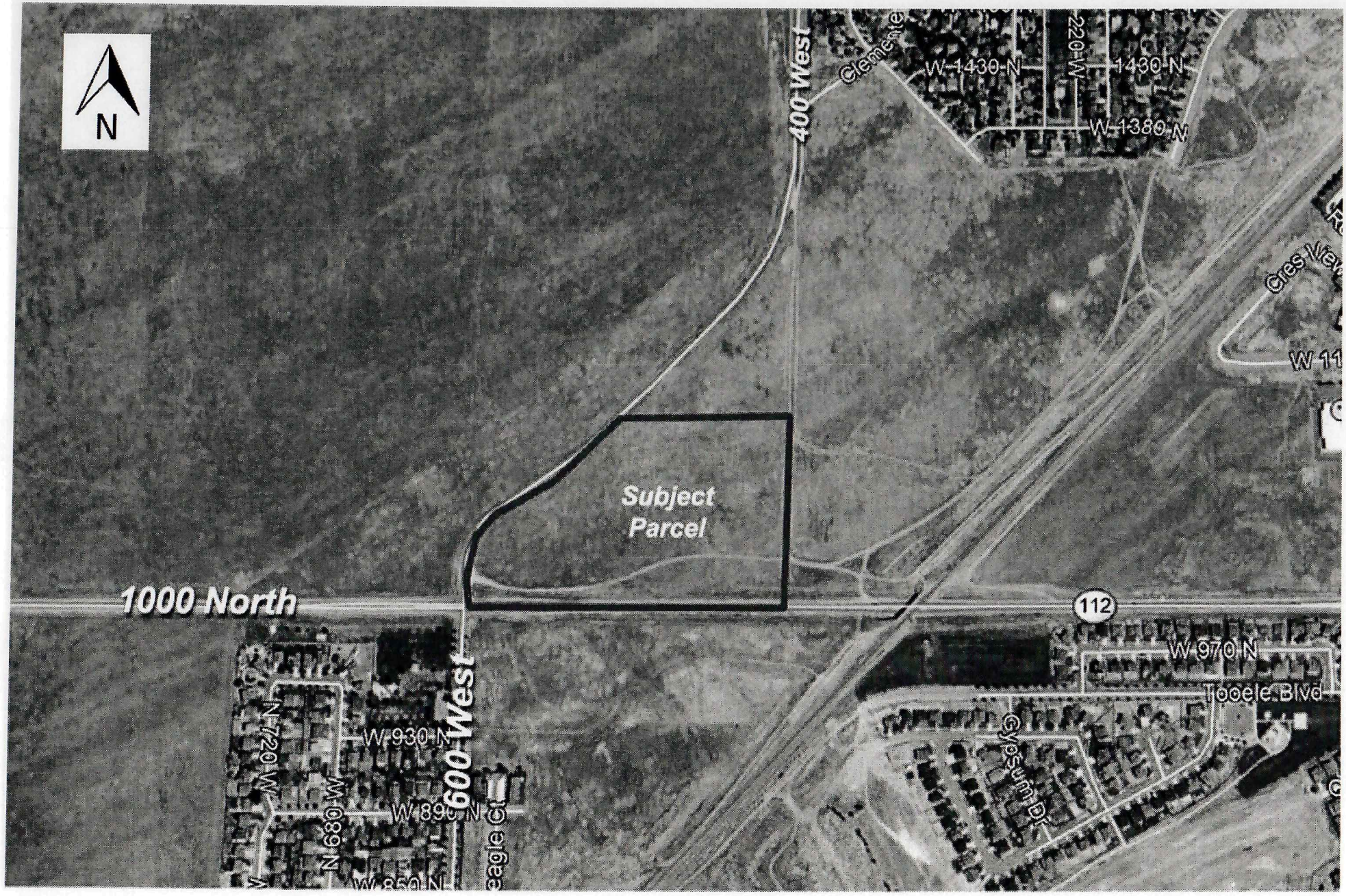
SEAL

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

Exhibit A

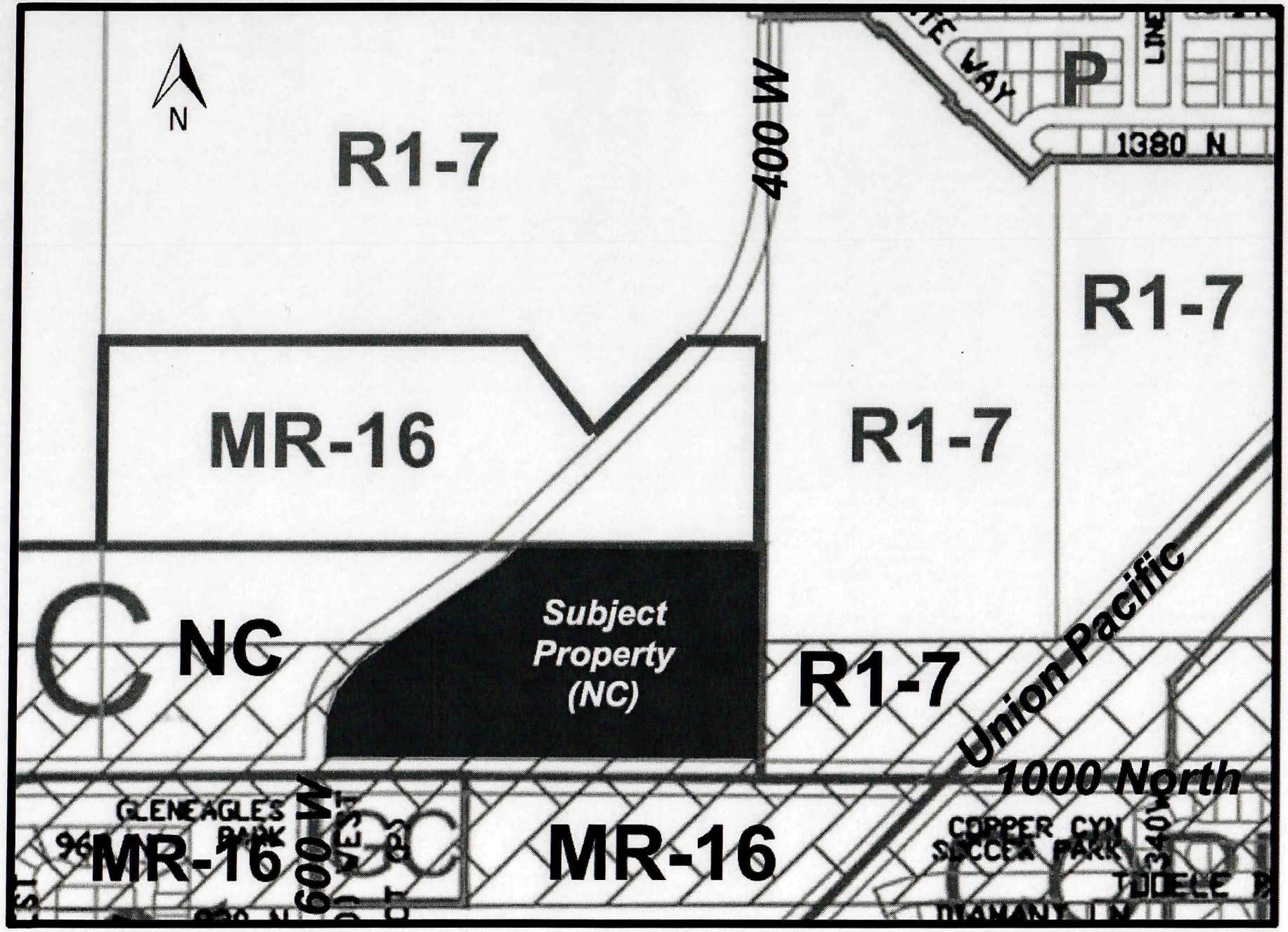
Mapping Pertinent to the Zoning Amendment

The Epic Apartments at Overlake Zoning Map Amendment



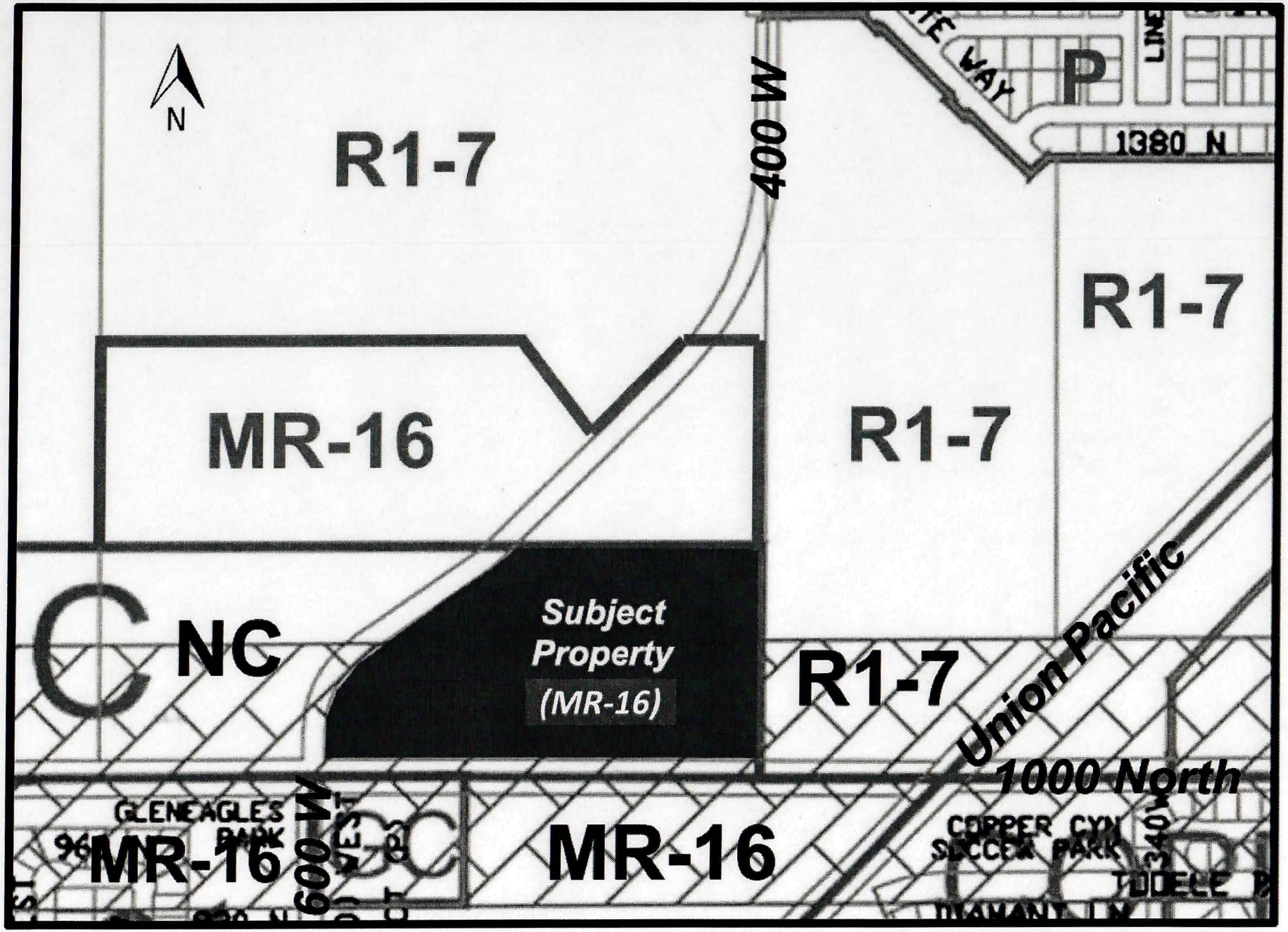
Aerial View

The Epic Apartments at Overlake Zoning Map Amendment



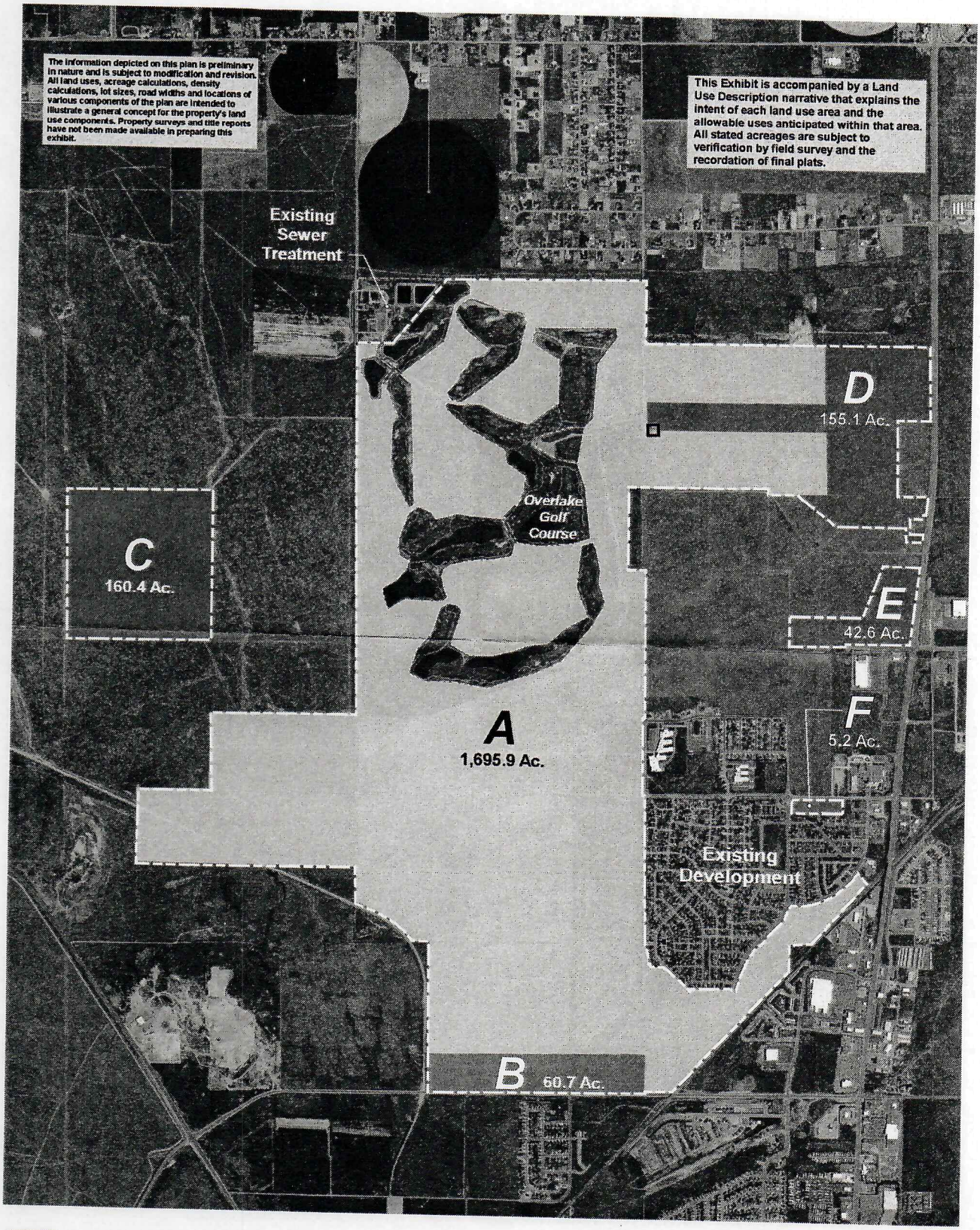
Current Zoning

The Epic Apartments at Overlake Zoning Map Amendment



Proposed Zoning

Exhibit 1



PSOMAS

OVERLAKE

Land Use Map

October 22, 2014

Exhibit B

Application for Zoning Amendment

Zoning, General Plan, & Master Plan Map Amendment Application

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

Tooele City
Est. 1853

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

P19-781

Project Information

Date of Submission:	Current Map Designation:	Proposed Map Designation:	Parcel #(s):
10-21-19	Commercial	~~HDR~~ MR-16	02-128-0-0030

Project Name: ~~The Epic at Overlake~~ EPIC APARTMENTS AT OVERLAKE — Acres: 18.18

Project Address: 1000 N. Franks Drive (600 West) Tooele, UT 84074

Proposed for Amendment: ☐ Ordinance ☒ General Plan ☐ Master Plan: _____

Brief Project Summary: HDR for the approximate 18.18 acres bordered on the south by 1000 N., on the west by Franks Drive, on the North by future Berra Blvd. and on the east by future phase of Providence at Overlake.

Property Owner(s):			**Applicant(s):**		
Tooele Associates, LP			Tooele Associates, LP		
Address: 1983 N. Berra Blvd.			Address: 1983 N. Berra Blvd.		
City: Tooele	State: UT	Zip: 84074	City: Tooele	State: UT	Zip: 84074
Phone: (435) 830-6979			Phone: (435) 830-6979		
Contact Person: Drew Hall			Address: 1983 N. Berra Blvd.		
Phone: (435) 830-6979			City: Tooele	State: UT	Zip: 84074
Cellular: (435) 830-6979	Fax: N/A		Email: drewdhall@comcast.net		

*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.

Note to Applicant:
Zoning and map designations are made by ordinance. Any change of zoning or map designation is an amendment the ordinance establishing that map for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending the map may vary from as little as 2½ months to 6 months or more depending on the size and complexity of the application and the timing.

2190769

For Office Use Only

Received By:	Date Received:	Fees:	App. #:
DG	10/23/19	2,818.00	

TOOELE ASSOCIATES, LP
REZONE APPLICATION FOR TAX PARCEL 02-128-0-0030
SUPPLEMENTAL INFORMATION

Present Zoning of the Property:

The present zoning is Commercial for the entire Tooele County tax parcel 02-128-0-0030.

Explain how the proposed zoning is consistent with the current land use designation:

The proposed zoning is in effect a downzone from Commercial to HDR and is consistent with allowing Tooele Associates, LP to achieve the entitlements of the Settlement Agreement between Tooele City and the "Developer Parties" (Tooele Associates, LP is a Developer Party to the Settlement Agreement) and is within the objectives of Tooele City Ordinance 2015-04. The rezone to HDR for approximately 18.18 acres within Tooele County tax parcel 02-128-0-0030 will result in Tooele Associates, LP prohibiting any zone change to Tooele County tax parcel 02-126-0-0025 from the current zoning of R1-7. So, in effect, this land use designation is an exchange of zoning entitlements from 02-126-0-0025 to 02-128-0-0030 in order to recognize that HDR development of the 18.18 acres in 02-128-0-0030 is a more desirable HDR site than the 19.67 acres in 02-126-0-0025.

Explain how the proposed zoning is similar or compatible to the current zoning in the surrounding area:

The property is bordered on the West by Commercial zoned property, on the South by 1000 North, on the West by Franks Drive, a collector street, on the North the property borders the future extension west of Berra Boulevard, also a collector street, and on the east by the future development of Providence at Overlake, a single-family development. The HDR zone will be an effective and appropriate transition zone between the single-family development in Providence at Overlake and the Commercial property on the Western boundary beyond Franks Drive, Berra Blvd. and Franks Drive a both collector roads that will facilitate traffic to 1000 North and 400 West.

Explain how the proposed zoning is suitable for the existing uses of the subject property:

The existing use is vacant land filed with weeds. The proposed zoning with allow for quality multi-family housing development adjacent to collector roads.

Explain how the proposed zoning promotes the goals and objectives of Tooele City:

The proposed zoning accomplishes the goals and objectives of Tooele City as stated in the Settlement Agreement. Tooele City had two primary goals and objectives in the Settlement Agreement, as stated by Tooele City negotiators, and that was to reduce the cash payment required by the Judgment against Tooele City and to see development of the Overlake property area to increase the tax base of Tooele City and provide needed multi-family and single family residential housing. Tooele Associates, LP has, in previous discussions with Tooele City, agreed to forego the entitlements to develop HDR on Tooele County tax parcel 02-126-0-0025 (19.67 acres). This rezone will allow for development of affordable housing, a critical need in Tooele City.

One additional comment from Tooele Associates, LP:

CURRENT TOOELE CITY MORATORIUM ON HDR REZONE APPLICATIONS: The current Tooele City moratorium on acceptance and processing of HDR Zoning applications does not apply to applications within the Overlake Project Area.

Exhibit C

Planning Commission Minutes

STAFF REPORT
November 4, 2019

To: Tooele City Planning Commission
Business Date: November 13, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: **The Epic Apartments at Overlake – Zoning Map Amendment Request**

Application No.:	P19-781
Applicant:	Tooele Associates, LP
Project Location:	Approximately 600 West 1000 North
Zoning:	NC Neighborhood Commercial Zone
Acreage:	18.18 Acres (Approximately 791,920 ft^2)
Request:	Request for approval of a Zoning Map Amendment in the NC Neighborhood Commercial zone regarding reassignment of the subject property to the MR-16 Multi-Family Residential zoning district.

BACKGROUND

This application is a request for approval of a Zoning Map Amendment for approximately 18.18 acres located at approximately 600 West 1000 North. The property is currently zoned NC Neighborhood Commercial. The applicant is requesting that a Zoning Map Amendment to the MR-16 Multi-Family Residential zone be approved to allow for the development of the currently vacant site as townhouses, apartments, and other multi-family type dwelling units.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Commercial land use designation for the subject property. The property has been assigned the NC Neighborhood Commercial zoning classification. The NC Neighborhood Commercial District (NC) is designed and intended for small areas for limited commercial uses providing goods and services to residents in the surrounding neighborhood area. The District encourages the provision of small-scale retail and service uses for nearby residents. Uses are restricted in type and size to promote a local orientation and to limit possible adverse impacts on nearby residential areas. The Neighborhood Commercial District is to be located in areas of the City so as to facilitate pedestrian access and to encourage the continued viability of the uses allowed in the District. The location and design of all buildings and accessory activities and uses should respect the neighborhood and residential activities that adjoin this District and all activities should be conducted in a manner that adds to neighborhood amenity and the residential setting. The NC Neighborhood Commercial zoning designation is identified by the General Plan as a preferred zoning classification for the property. Properties to the north of the subject property are zoned MR-16 Multi-Family Residential. Properties to the east are zoned R1-7 Residential. Properties to the west are zoned NC Neighborhood Commercial and property on the adjacent side of 1000 North are zoned GC General Commercial and MR-16 Multi-Family Residential. Mapping pertinent to the subject request can be found in Exhibit "A" to this report.

The applicant is requesting the zoning of the property be reassigned to MR-16 Multi-Family Residential.

The MR-16 zoning district permits the construction of two-family, three-family and greater dwelling unit buildings. Townhouses, condominiums, apartments, twin homes and other multi-family dwelling style units are permitted in this zoning district. Detached single-family units are not permitted in the MR-16 zone.

The zoning district permits a maximum density of 16 units per acre but does not guarantee a density total of 16 units per acre. There are many constraints and issues related to developing vacant land that dictate final density such as parking requirements, landscaping, open space requirements, building setbacks, and so forth. If the zoning of the property is changed to the MR-16 zone the property could possibly yield a maximum of 290 dwelling units.

Settlement Agreement. The subject property is one involved with the extended litigation between the City and the developer parties of the overall Overlake Development. In August 2014 the parties to the lawsuit settled the litigation. For the City's part of settlement, it was formulated through the adoption of Resolution 2014-37 on August 6, 2014. There were a number of terms imposed upon all parties that were established as a part of that settlement. One such term jointly upon all parties was that the City would work with the developer parties to establish a land use plan for all of the properties from the overall Overlake Development that had not yet been developed or platted. That plan was established and adopted into the official Land Use Plan by the City Council as Ordinance 2015-04 on February 4, 2015. The Zoning Map was also amended to match by Ordinance 2015-05 on February 4, 2015. The subject property was a part of the area assigned to a commercial land use by that plan. One of the terms of the settlement agreement was "the right to use up to twenty percent (20%) of the [remaining 2,119.9 acres of] Overlake Properties for commercial and light-industrial uses." The adopted land use plan and zoning from Ordinances 2015-04 and 2015-05 identified 424 acres, or 20.000944%, of the applicable area for non-residential uses. This proposed Zoning Map Amendment, if adopted, would result in 405.82 acres, or 19.143%, remaining for non-residential uses, compliant with the terms of the settlement agreement. A second provision of the settlement agreement was an established cap of 4,800 total dwelling units that could be built in the remaining 2,119.9 acres. Any dwelling units that result from this Zoning Map Amendment would count against that allowance.

Criteria For Approval. The criteria for review and potential approval of a Zoning Map Amendment request is found in Sections 7-11-6, 8 and 9 of the Tooele City Code. This section depicts the standard of review for such requests as:

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

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Zoning Map Amendment submission and has issued the following comments.

1. The Planning Commission should consider maximum potential density and development potential that the proposed zone could yield when making their recommendation.
2. Reassigning the property to the MR-16 zone could yield up to 290 dwelling units.
3. All dwelling units resulting from this Zoning Map Amendment proposal would count against the total dwelling unit allowance from the Overlake Settlement Agreement.
4. Reassigning the property to the MR-16 zone would remove commercial property with visible highway frontage from the City's commercial inventory.

Engineering Division Review. The Tooele City Engineering / Public Works Division has completed their review of the Zoning Map Amendment submission and has issued the following comments.

1. Water and sewer modeling will need to be completed prior to application for development of the parcel.

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

STAFF RECOMMENDATION

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

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

1. The effect of the proposed application on the character of the surrounding area.
2. The degree to which the proposed application is consistent with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed application is consistent with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed application is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the properties for the uses proposed.
6. The degree to which the proposed application will or will not be deleterious to the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed application conforms to the general aesthetic and physical development of the area.
8. Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Whether or not public services in the area are adequate to support the subject development.

11. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the The Epic Apartments at Overlake Zoning Map Amendment Request by Tooele Associates, LP to reassign the subject property to the MR-16 Multi-Family Residential zoning district, application number P19-781, based on the findings listed in the Staff Report dated November 4, 2019:"

1. List any additional findings and conditions…

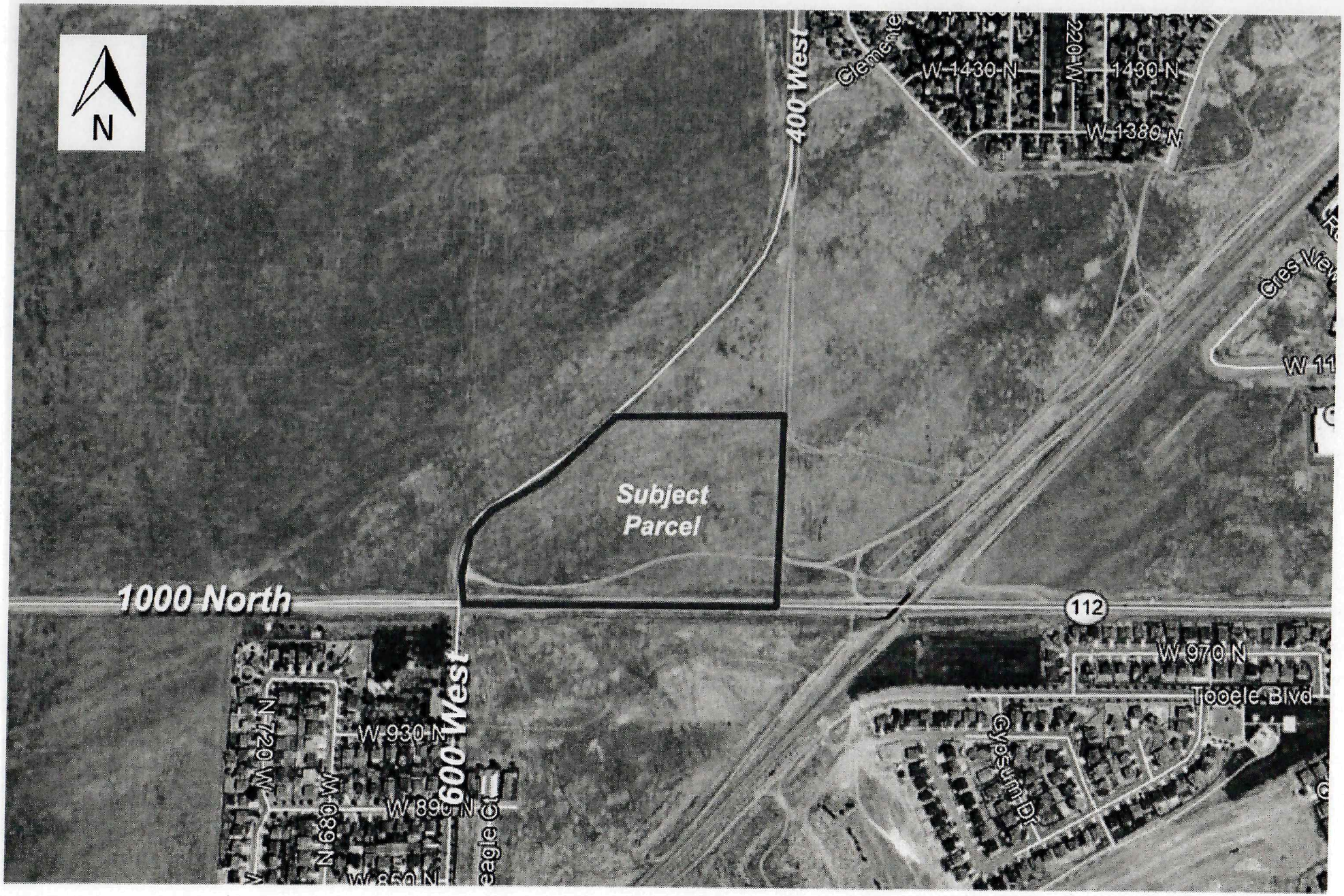
Sample Motion for a Negative Recommendation – "I move we forward a negative recommendation to the City Council for the The Epic Apartments at Overlake Zoning Map Amendment Request by Tooele Associates, LP to reassign the subject property to the MR-16 Multi-Family Residential zoning district, application number P19-781, based on the following findings:"

1. List findings…

EXHIBIT A

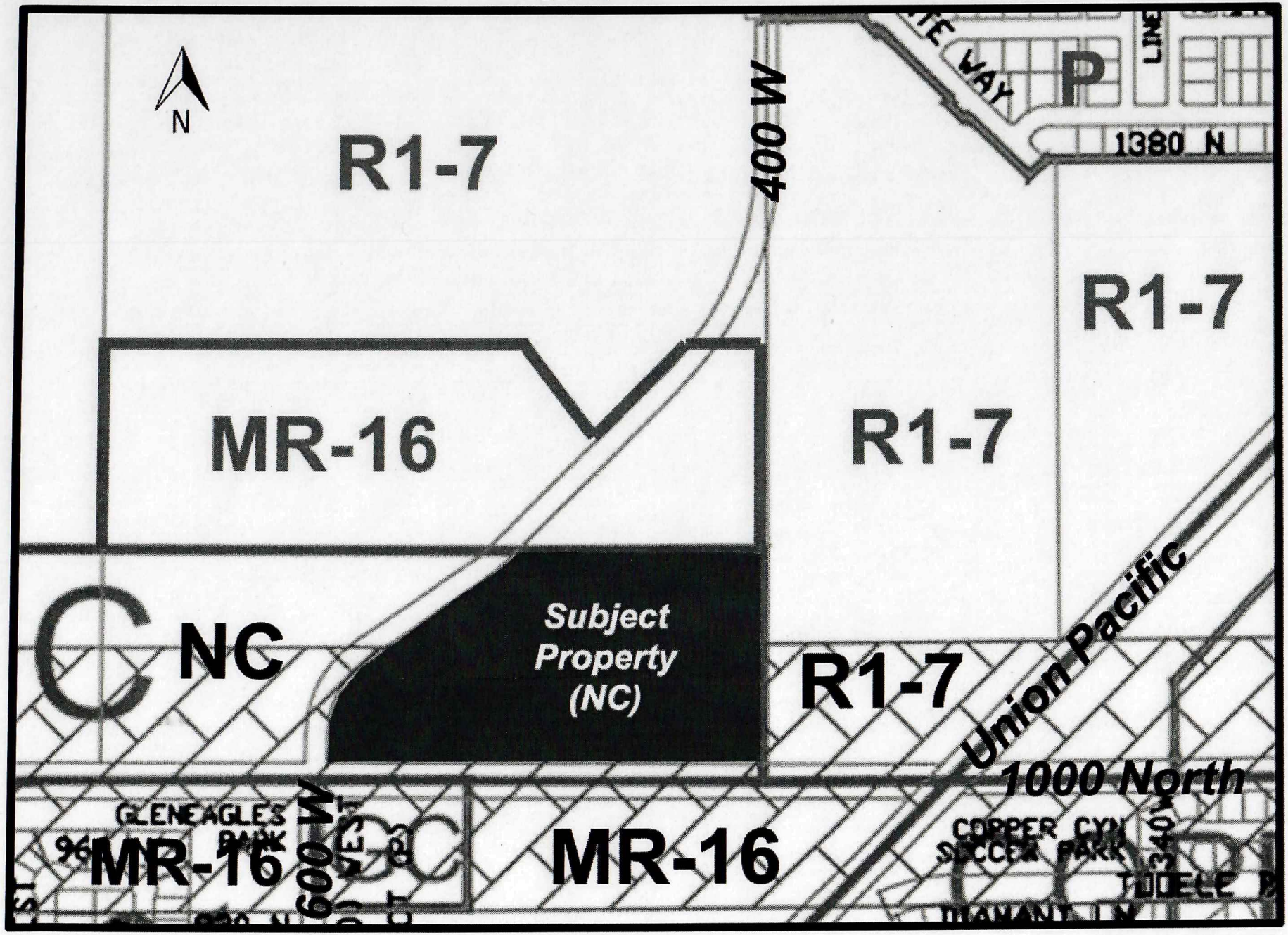
MAPPING PERTINENT TO THE THE EPIC APARTMENTS AT OVERLAKE ZONING MAP AMENDMENT

The Epic Apartments at Overlake Zoning Map Amendment



Aerial View

The Epic Apartments at Overlake Zoning Map Amendment



Current Zoning

EXHIBIT B

APPLICANT SUBMITTED INFORMATION

Zoning, General Plan, & Master Plan Map Amendment Application

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

Tooele City
Est. 1853

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

P19-781

Project Information

Date of Submission:	Current Map Designation:	Proposed Map Designation:	Parcel #(s):
10-21-19	Commercial	~~HDR~~ MR-16	02-128-0-0030

Project Name: ~~The Epic at Overlake~~ EPIC APARTMENTS AT OVERLAKE — Acres: 18.18

Project Address: 1000 N. Franks Drive (600 West) Tooele, UT 84074

Proposed for Amendment: ☐ Ordinance ☒ General Plan ☐ Master Plan: _____

Brief Project Summary: HDR for the approximate 18.18 acres bordered on the south by 1000 N., on the west by Franks Drive, on the North by future Berra Blvd. and on the east by future phase of Providence at Overlake.

Property Owner(s): Tooele Associates, LP			**Applicant(s):** Tooele Associates, LP		
Address: 1983 N. Berra Blvd.			Address: 1983 N. Berra Blvd.		
City: Tooele	State: UT	Zip: 84074	City: Tooele	State: UT	Zip: 84074
Phone: (435) 830-6979			Phone: (435) 830-6979		
Contact Person: Drew Hall			Address: 1983 N. Berra Blvd.		
Phone: (435) 830-6979			City: Tooele	State: UT	Zip: 84074
Cellular: (435) 830-6979	Fax: N/A		Email: drewdhall@comcast.net		

*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.

Note to Applicant:
Zoning and map designations are made by ordinance. Any change of zoning or map designation is an amendment the ordinance establishing that map for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending the map may vary from as little as 2½ months to 6 months or more depending on the size and complexity of the application and the timing.

2190769

For Office Use Only

Received By:	Date Received:	Fees:	App. #:
DG	10/23/19	2,818.00	

TOOELE ASSOCIATES, LP
REZONE APPLICATION FOR TAX PARCEL 02-128-0-0030
SUPPLEMENTAL INFORMATION

Present Zoning of the Property:

The present zoning is Commercial for the entire Tooele County tax parcel 02-128-0-0030.

Explain how the proposed zoning is consistent with the current land use designation:

The proposed zoning is in effect a downzone from Commercial to HDR and is consistent with allowing Tooele Associates, LP to achieve the entitlements of the Settlement Agreement between Tooele City and the "Developer Parties" (Tooele Associates, LP is a Developer Party to the Settlement Agreement) and is within the objectives of Tooele City Ordinance 2015-04. The rezone to HDR for approximately 18.18 acres within Tooele County tax parcel 02-128-0-0030 will result in Tooele Associates, LP prohibiting any zone change to Tooele County tax parcel 02-126-0-0025 from the current zoning of R1-7. So, in effect, this land use designation is an exchange of zoning entitlements from 02-126-0-0025 to 02-128-0-0030 in order to recognize that HDR development of the 18.18 acres in 02-128-0-0030 is a more desirable HDR site than the 19.67 acres in 02-126-0-0025.

Explain how the proposed zoning is similar or compatible to the current zoning in the surrounding area:

The property is bordered on the West by Commercial zoned property, on the South by 1000 North, on the West by Franks Drive, a collector street, on the North the property borders the future extension west of Berra Boulevard, also a collector street, and on the east by the future development of Providence at Overlake, a single-family development. The HDR zone will be an effective and appropriate transition zone between the single-family development in Providence at Overlake and the Commercial property on the Western boundary beyond Franks Drive, Berra Blvd. and Franks Drive a both collector roads that will facilitate traffic to 1000 North and 400 West.

Explain how the proposed zoning is suitable for the existing uses of the subject property:

The existing use is vacant land filed with weeds. The proposed zoning with allow for quality multi-family housing development adjacent to collector roads.

Explain how the proposed zoning promotes the goals and objectives of Tooele City:

The proposed zoning accomplishes the goals and objectives of Tooele City as stated in the Settlement Agreement. Tooele City had two primary goals and objectives in the Settlement Agreement, as stated by Tooele City negotiators, and that was to reduce the cash payment required by the Judgment against Tooele City and to see development of the Overlake property area to increase the tax base of Tooele City and provide needed multi-family and single family residential housing. Tooele Associates, LP has, in previous discussions with Tooele City, agreed to forego the entitlements to develop HDR on Tooele County tax parcel 02-126-0-0025 (19.67 acres). This rezone will allow for development of affordable housing, a critical need in Tooele City.

One additional comment from Tooele Associates, LP:

CURRENT TOOELE CITY MORATORIUM ON HDR REZONE APPLICATIONS: The current Tooele City moratorium on acceptance and processing of HDR Zoning applications does not apply to applications within the Overlake Project Area.

Jim Bolser

From: charles akerlow <charles@zenithpartners.org>
Sent: Wednesday, November 13, 2019 3:13 PM
To: Jim Bolser; Andrew Aagard
Subject: Tonight's Planning Commission Meeting.

Dear Jim and Andrew,

We have reviewed the staff report on the TA Associates re-zone request being heard tonight. Unfortunately none of us can be there because of prior commitments.

Our main comment is that we hate to see an incursion into the existing Commercial Zone that compromises the value of the rest of the zone. TA Associates wants to build apartments there and it would seem a better land plan if they push the MR16 back to our common property line on the north leaving the entire frontage on 1000 North commercial. We think leaving the commercial zone as essentially a square or rectangular parcel on the west side of Frank's Drive is not as good a planning solution for the City as is protecting the frontage along 1000 North.

Thanks for all you do. I'll call tomorrow to see how thins went. In fact, I'll be in Tooele tomorrow and call to see if I could drop by for a few minutes.

Regards,

Charles W. Akerlow
Managing Director
Zenith Development LLC
2040 Murray Holladay Road
Suite 204
Salt Lake City, Utah 84117
Mobile: 801-913-5959
Office: 801-428-3755
charles@zenithpartners.org