

**Public Notice**

Notice is Hereby Given that the Tooele City Council will meet in a Work Meeting, on Wednesday, July 7, 2021, at the hour of 5:30 p.m. The Meeting will be Held at the Tooele City Hall Council Chambers, Located at 90 North Main Street, Tooele, Utah.

*We encourage you to join the City Council meeting electronically by logging on to the Tooele City Facebook page at <https://www.facebook.com/tooelecity>.*

1. **Open City Council Meeting**
2. **Roll Call**
3. **Mayor's Report**
4. **Council Member's Report**
5. **Skyline Drive Roadway Improvement Project- Change Order Conditions**  
Presented by Paul Hansen, Tooele City Engineer
6. **Resolution 2021- 74** A Resolution of the Tooele City Council Approving an Agreement with Nelson Brothers Construction Company for the Water Reclamation Facility 2021 Upgrades, Phase 1  
Presented by Paul Hansen, Tooele City Engineer
7. **Discussion on a Proposed Text Amendment to Chapter 7-16** of the Tooele City Code Regarding Industrial Zone Setbacks  
Presented by Jim Bolser, Community Development Director
8. **Discussion on a Proposed Zoning Map Amendments by Off-Road Innovations** to Reassign Approximately 2.1 Acres Located at Approximately 701 East 2400 North From the GC General Commercial Zoning District to the LI Light Industrial Zoning District (Oristrusts)  
Presented by Jim Bolser, Community Development Director
9. **Discussion on a Proposed Lane Use Map Amendments** to Reassign Approximately 23.6 Acres Located at Approximately 2400 North Berra Boulevard From the Medium Density Residential Land Use Category to the High Density Residential Land Use Category (Crestview)  
Presented by Jim Bolser, Community Development Director
10. **Discussion on a Proposed Lane Use Map Amendments by U-Haul Moving & Storage** of Tooele To Reassign Approximately 6.0 Acres Located at Approximately 2100 North 400 East From the Reginal Commercial Land use Category to the Light Industrial Land Use Category  
Presented by Jim Bolser, Community Development Director
11. **Closed Meeting**
  - Litigation, Property Acquisition, and/or Personnel
12. **Adjourn**

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Michelle Y. Pitt

Tooele City Recorder

Pursuant To The Americans With Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, At 435-843-2113 Or [Michellep@Tooelecity.Org](mailto:Michellep@Tooelecity.Org), Prior To The Meeting.

**TOOELE CITY CORPORATION**

**RESOLUTION 2021-74**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH NELSON BROTHERS CONSTRUCTION COMPANY FOR THE WATER RECLAMATION FACILITY 2021 UPGRADES, PHASE 1.**

WHEREAS, Tooele City owns and operates the Water Reclamation Facility; and,

WHEREAS, due to aging infrastructure, it is necessary to perform certain maintenance of the process facilities as well as create additional waste water treatment capacity in order to meet growth demands within the City; and,

WHEREAS, the City solicited public bids for the Water Reclamation Facility 2021 Upgrades, Phase 1 in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated, as amended; and,

WHEREAS, funding for the project will be derived by a combination of general revenue and impact fees; and,

WHEREAS, Nelson Brothers Construction Company has submitted a total cost proposal of Eight Hundred Twenty-Seven Thousand Twenty-Four Dollars (\$827,024.00) for Water Reclamation Facility 2021 Upgrades, Phase 1, which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, inasmuch as significant portions of the existing facility works will not be visible for full observation until the treatment plant is taken off line and drained, the City Administration requests an additional appropriation of 15% as contingency for change orders for changed conditions and other contingencies which may arise during the Project, as reviewed and approved by the Mayor:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (attached as Exhibit B) with Nelson Brothers Construction Company, in the amount Eight Hundred Twenty-Seven Thousand Twenty-Four Dollars (\$827,024.00) for the Water Reclamation Facility 2021 Upgrades, Phase 1, and the additional 15% contingency is hereby approved which may be used for changed conditions and other contingencies, as reviewed and approved by the Mayor.

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 \_\_\_\_\_, 2021.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

EXHIBIT A

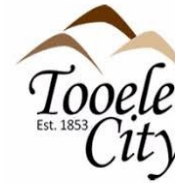
Bid Tabulation

EXHIBIT B

Agreement:

Nelson Brothers Construction Company

TOOELE CITY  
 WATER RECLAMATION FACILITY 2021 UPGRADES PHASE 1  
 BID TABULATION



Date: 6/24/2021

BID TABULATION

ITEM	DESCRIPTION	UNIT	QTY	NELSON BROTHERS		VANCON		CORRIO	
				UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE
<b>A</b>	<b>Base Bid Equipment</b>				<b>\$ 563,559</b>		<b>\$ 637,000</b>		<b>\$ 840,064</b>
A1	Membrane Diffuser Replacement	LS	1	\$ 58,534	\$ 58,534	\$ 82,000	\$ 82,000	\$ 86,854	\$ 86,854
A2	Clarifier Mechanism and Drive Equipment	LS	1	\$ 371,263	\$ 371,263	\$ 415,000	\$ 415,000	\$ 567,733	\$ 567,733
A3	Clarifier Launder Cover and Density Current Baffle	LS	1	\$ 86,022	\$ 86,022	\$ 90,000	\$ 90,000	\$ 121,914	\$ 121,914
A4	Polymer System	LS	1	\$ 47,740	\$ 47,740	\$ 50,000	\$ 50,000	\$ 63,563	\$ 63,563
<b>B</b>	<b>Unit Price Equipment</b>				<b>\$ 234,390</b>		<b>\$ 302,000</b>		<b>\$ 175,562</b>
B1	Mobilization/Demobilization	LS	1	\$ 19,980	\$ 19,980	\$ 120,000	\$ 120,000	\$ 52,262	\$ 52,262
B2	FRP Covers and Grating	LS	1	\$ 34,320	\$ 34,320	\$ 32,000	\$ 32,000	\$ 34,014	\$ 34,014
B3	Vertical Turbine Mounting Plate and Supports	LS	1	\$ 22,600	\$ 22,600	\$ 60,000	\$ 60,000	\$ 24,943	\$ 24,943
B4	Polymer System Installation	LS	1	\$ 35,020	\$ 35,020	\$ 30,000	\$ 30,000	\$ 26,006	\$ 26,006
B5	Miscellaneous Work Items	LS	1	\$ 72,470	\$ 72,470	\$ 15,000	\$ 15,000	\$ 15,590	\$ 15,590
B6	Electrical	LS	1	\$ 14,540	\$ 14,540	\$ 15,000	\$ 15,000	\$ 14,527	\$ 14,527
B7	Headworks Screening Hopper	EA	2	\$ 17,730	\$ 35,460	\$ 15,000	\$ 30,000	\$ 4,110	\$ 8,220
<b>BID ESTIMATE</b>					<b>\$ 797,949</b>		<b>\$ 939,000</b>		<b>\$ 1,015,626</b>

ADDITIVE ALTERNATES

ITEM	DESCRIPTION	UNIT	QTY	NELSON BROTHERS		VANCON		CORRIO	
				UNIT PRICE	PRICE	UNIT PRICE	PRICE	UNIT PRICE	PRICE
C1	Selective Cleaning of Oxidation Ditch, Solids Holding Tank, and Clarifier	Hours	40.00	\$287.00	\$ 11,480	\$265.00	\$ 10,600	\$283.45	\$ 11,338
C2	Clarifier Bridge Clean, Prep, and Recoat	LS	1.00	\$10,770.00	\$ 10,770	\$18,750.00	\$ 18,750	\$10,771.00	\$ 10,771
C3	Clarifier Exterior Clean, Prep, and Recoat	SF	650.00	\$10.50	\$ 6,825	\$14.90	\$ 9,685	\$11.56	\$ 7,514
<b>BID ESTIMATE</b>					<b>\$ 29,075</b>		<b>\$ 39,035</b>		<b>\$ 29,623</b>

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Tooele City Corporation (“Owner”) and  
Nelson Brothers Construction Company (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*The Water Reclamation Facility 2021 Upgrades Project consists of replacement and improvement of existing wastewater treatment equipment, including: headworks channel covers, clarifier drive, mechanism, launder covers, density current baffle, diffuser membranes, polymer feed system, and vertical turbine support plate.*

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Water Reclamation Facility 2021 Upgrades

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by J-U-B ENGINEERS, Inc.

3.02 The Owner has retained J-U-B ENGINEERS, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work for the Water Reclamation Facility 2021 Upgrades Project will be substantially completed on or before 270 days from Notice to Proceed and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 30 days after substantial completion.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. The bid amount is **Eight Hundred Twenty Seven Thousand Twenty Four** Dollars : (**\$ 827,024.00**)

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during



performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### **ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of 3 percent per annum.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and

drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8 inclusive).
  - 2. Performance bond (pages [ ] to [ ], inclusive).
  - 3. Payment bond (pages [ ] to [ ], inclusive).
  - 4. Other bonds.
    - a. [ ] (pages [ ] to [ ], inclusive).
  - 5. General Conditions (pages 1 to 72, inclusive).
  - 6. Supplementary Conditions (pages 1 to 9 inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings (not attached but incorporated by reference) consisting of sheets bearing the following general title: 54-inch Sewer Trunk Line Rehabilitation.
  - 9. Addenda (numbers 1 to 1, inclusive).
  - 10. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages 1 to \_\_ inclusive).
- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_, 2021 (which is the Effective Date of the Contract).

**OWNER:**

**CONTRACTOR:**

Tooele City Corporation

Nelson Brothers Construction Company

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

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

Printed  
Name: Debra E. Winn

Printed  
Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

90 NORTH MAIN

347 West 1600 South

TOOELE, UTAH, 84074

SALT LAKE CITY, UTAH, 84115

License No.: 225813-5501  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

APPROVED AS TO FORM

\_\_\_\_\_  
Roger Evans Baker

Tooele City Attorney

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**TABLE 2  
DEVELOPMENT STANDARDS**

USE	DISTRICT									
	MU-G & MU-B Mixed Use	NC Neighborhood Commercial	GC General Commercial	RC Regional Commercial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Development	DO Downtown Overlay	GO Gateway Overlay
Minimum Side Yard Setback	Note B When Adjoining a Residential Zone. Otherwise See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A	30 Feet	<u>As Allowed by Building Code but not less than 15 feet.</u> Note B When Adjoining a Residential Zone. Otherwise See Note A	<u>As Allowed by Building Code but not less than 15 feet.</u> Note B When Adjoining a Residential Zone. Otherwise See Note A	<del>30 Feet</del> <u>As allowed by Building Code but not less than 15 feet</u>	<u>As Allowed by Building Code but not less than 15 feet.</u> Note B When Adjoining a Residential Zone. Otherwise See Note A	Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A
Minimum Rear Yard Setback	Note B When Adjoining a Residential Zone. Otherwise See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A	30 Feet	<u>As Allowed by Building Code but not less than 20 feet.</u> Note B When Adjoining a Residential Zone. Otherwise See Note A	<u>As Allowed by Building Code but not less than 20 feet.</u> Note B When Adjoining a Residential Zone. Otherwise See Note A	<del>30 Feet</del> <u>As allowed by Building Code but not less than 20 feet</u>	<u>As Allowed by Building Code but not less than 20 feet.</u> Note B When Adjoining a Residential Zone. Otherwise See Note A	See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A
Minimum Rear Yard Setback (Corner Lot)	Note B When Adjoining a Residential Zone. Otherwise See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A	30 Feet	<u>As Allowed by Building Code but not less than 20 feet.</u> Note B When Adjoining a Residential Zone. Otherwise See Note A	<u>As Allowed by Building Code but not less than 20 feet.</u> Note B When Adjoining a Residential Zone. Otherwise See Note A	<del>30 Feet</del> <u>As Allowed by Building Code but not less than 20 feet</u>	<u>As Allowed by Building Code but not less than 20 feet.</u> Note B When Adjoining a Residential Zone. Otherwise See Note A	See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A

**NOTES:**

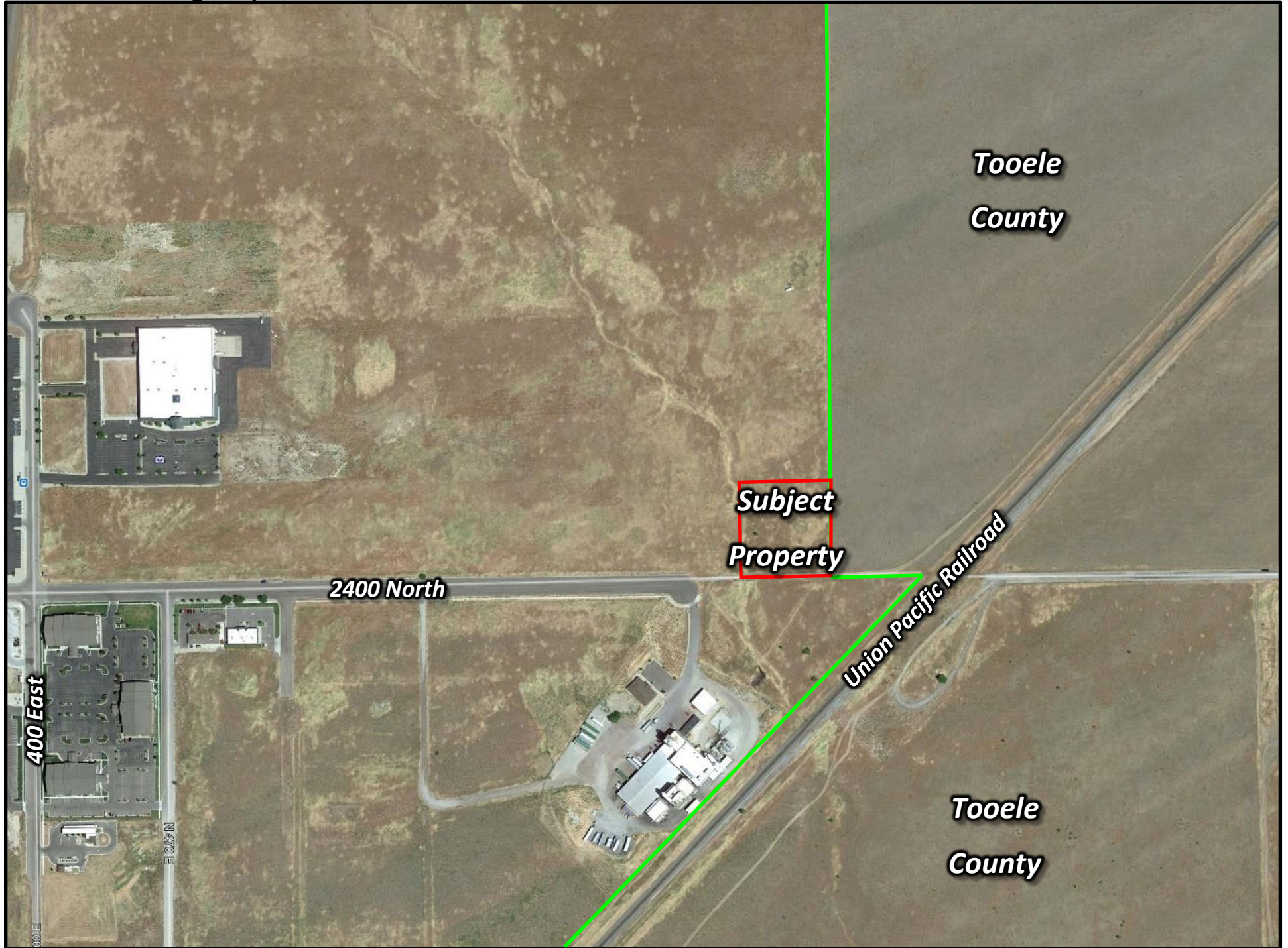
- A. As allowed by the International Building Code and any required or existing easements. Side yard setbacks measured from a street right-of-way for corner lots in the MU-B zoning district may be reduced to 0 feet upon approval of the Planning Commission as a part of design review in compliance with Title 7 Chapter 11 of the Tooele City Code.
- B. The minimum set back requirements of the Residential Zoning District shall apply for all adjoining lots, buildings, parking areas, mechanical equipment, solid waste containers, and all other structures. Side yard setbacks measured from a street right-of-way for corner lots in the MU-B zoning district may be reduced to 0 feet upon approval of the Planning Commission as a part of design review in compliance with Title 7 Chapter 11 of the Tooele City Code.
- C. Smaller areas may be added to an existing and adjoining District provided such parcels become integrated within the existing development area and

comply with all applicable development requirements.

- D. The Master Development Site Plan is required to generally identify for the total development site existing and reasonable projected development on the site, providing locations, design and proposed architecture of all buildings, a proposed signage theme and sign locations, open space areas with proposed landscape treatments, location of all parking areas, identifying total parking spaces, mass transit facilities, loading and unloading areas, access points, etc. The Master Development Site Plan must comply with all requirements of Chapter 7-11 of the Tooele City Code and as required by the Planning Commission.
- E. No minimum off-street parking requirements are established. It is the policy of the City to maintain existing uses which do not meet the Off-Street Parking requirements of the City and to encourage additional uses and activities within the District. The number of required off-street parking shall be as determined and approved by the Planning Commission, following a recommendation from the City Staff, and recognizing the nature and location of the proposed use or activity. Joint use of parking areas will be encouraged.
- F1. No plans for any primary building or structure shall be approved by the Planning Commission or Community Development Department unless a Landscaping Plan is submitted and approved by the Planning Commission or Community Development Department, consistent with the considerations of Tooele City Code §7-11-8. Landscaping in accordance with the approved Landscaping Plan shall be installed prior to issuance of a Certificate of Occupancy unless a bond is posted pursuant to Tooele City Code §7-22-4. The Landscaping Plan shall include at a minimum:
  - 1. A 50/50 mix of evergreen and deciduous trees and shrubs;
  - 2. 60% of trees and shrubs with a minimum caliper of 2 inches and a minimum height of 5 feet;
  - 3. park strip trees, at least one for every 30 feet of right-of-way frontage, in compliance with Tooele City Code §4-11-22.
- F2.
  - 1. Critical Areas. "Critical Areas" shall mean those areas of a development site which have a particular sensitivity to environmental considerations, aesthetics, and employee and public convenience, health, and well being. Critical areas shall be determined administratively during discussions/negotiations between Tooele City staff and the developer, and shall address at least the following areas: principle vehicle entrances for employees and customers; principle pedestrian building entrances for employees and customers; employee gathering and rest areas; storm water drainage, detention, and retention facilities; and, screening of exterior building equipment.
  - 2. Minimum Acreage. The 1% site acreage requirement is in addition to, not inclusive of, Critical Area landscaping.
  - 3. Minimum Acreage Requirement Mitigation. In lieu of the 1% acreage landscaping requirement, the developer may pay to Tooele City a mitigation sum equal to the requirement, multiplied by \$20,000 per acre, a reasonable average landscaping budget based upon the most current Tooele City Parks and Recreation master planning documents. For example, the optional mitigation sum for a 200-acre site would be \$40,000; for a five-acre site, \$1,000. Tooele City will apply mitigation funds to landscaping improvements in Tooele City Parks.
  - 4. Critical Area Requirement Mitigation. In the event that Tooele city staff and the developer conclude that landscaping of a given Critical Area is not possible or practicable due to feasibility or engineering difficulties, the developer shall pay a mitigation sum equal to the area of the Critical Area not landscaped, multiplied by \$20,000 per acre, in lieu of installing the subject Critical Area landscaping. Financial or budgetary difficulties shall not be considered grounds for a determination of impossibility or impracticability or for payment of a Critical Area requirement mitigation sum.
  - 5. Administrative Appeal. Development applicants affected by the administrative determination referenced above may appeal in writing to the Planning Commission, which shall uphold, modify, or reject the determination. No further administrative appeal shall exist.
- G.
  - 1. Fencing. Auto impound yards, military surplus yards, and vehicle storage yards shall be fenced with a view-obscuring fence, hedge, or landscaped berm at a height at least equal to the height of the materials stored within but not higher than eight feet. Fencing for Auto impound yards shall comply with all requirements of the Utah State Code for such uses.
  - 2. Location. Auto impound yards, military surplus yards, and vehicle storage yards may not be located closer than 300 feet to a State highway, 500 feet to a zoning district boundary, or 1000 feet to a school.



**Oristrusts Zoning Map Amendment**



**400 East**

**N 470 E**

**2400 North**

**Subject  
Property**

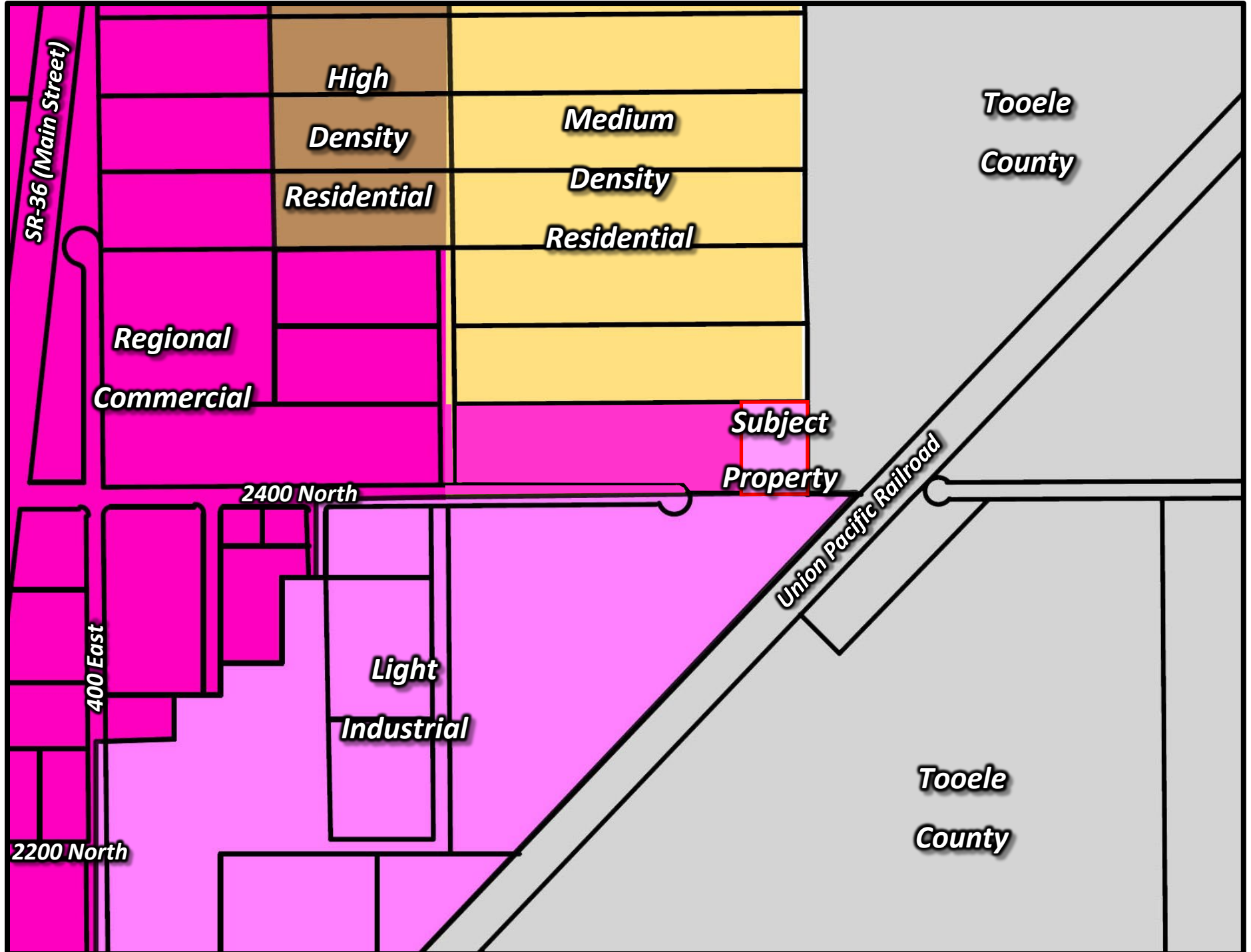
**Union Pacific Railroad**

**Tooele  
County**

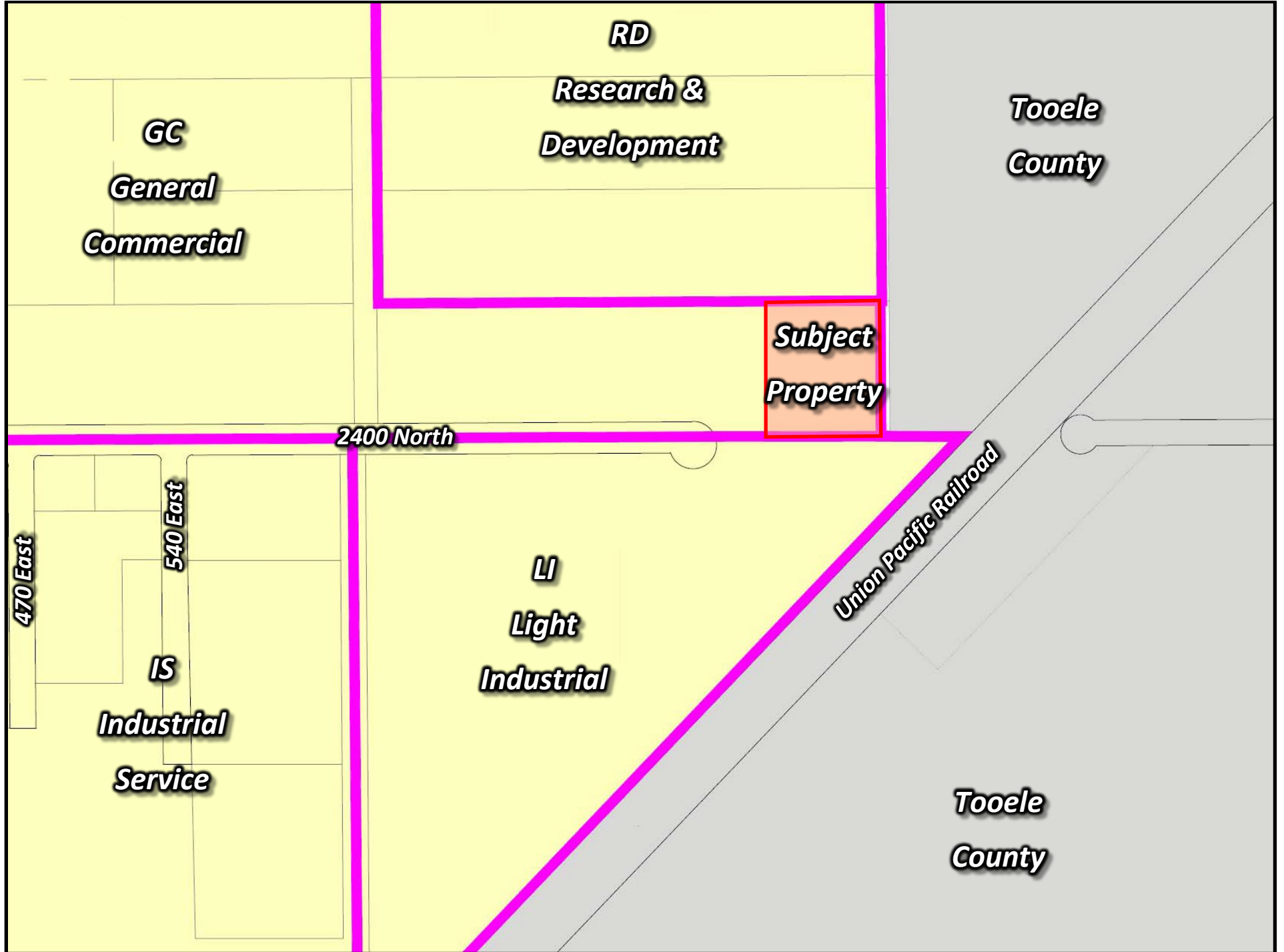
**Tooele  
County**

**Aerial Map**

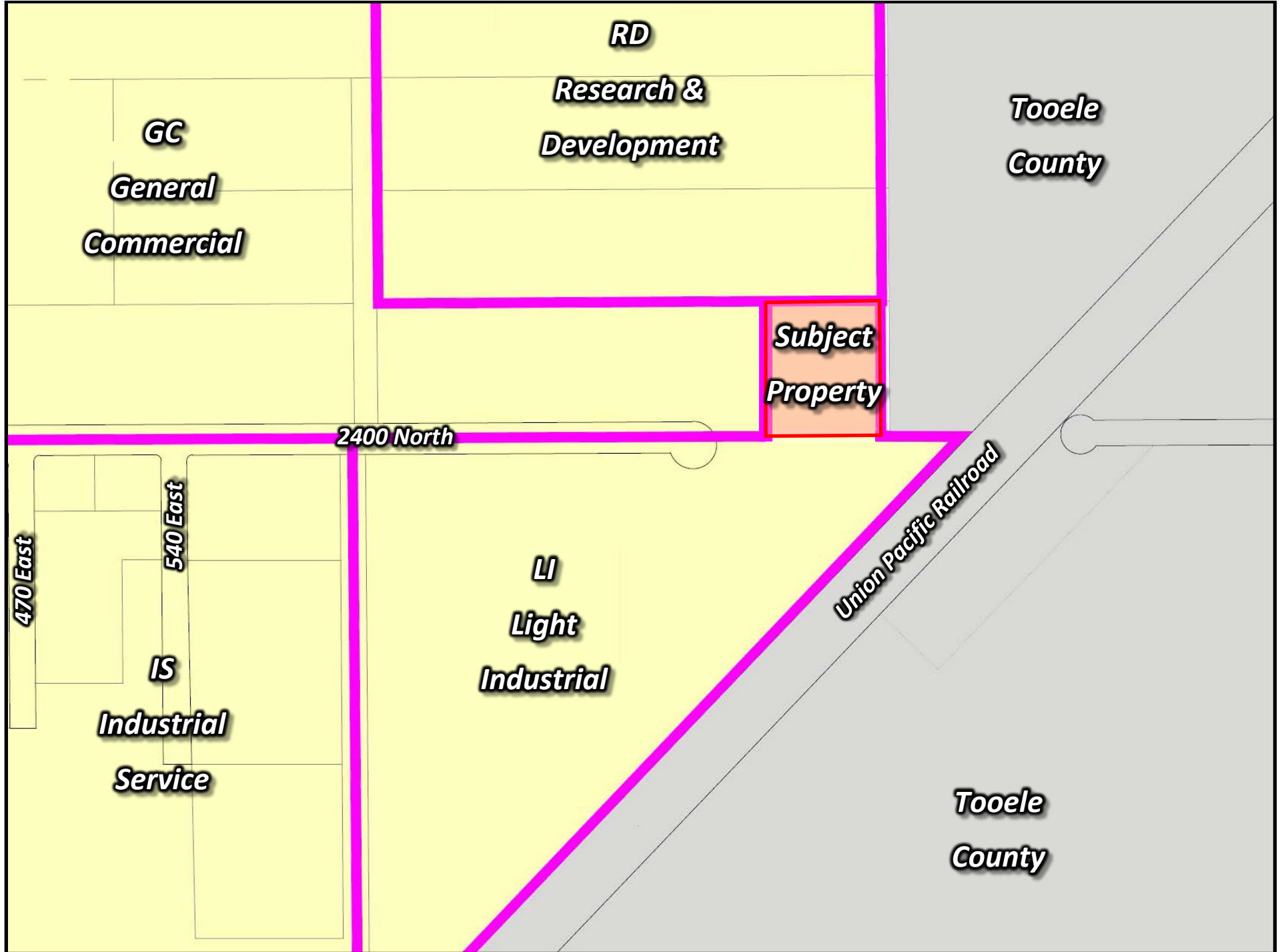
**Oristruts Zoning Map Amendment**



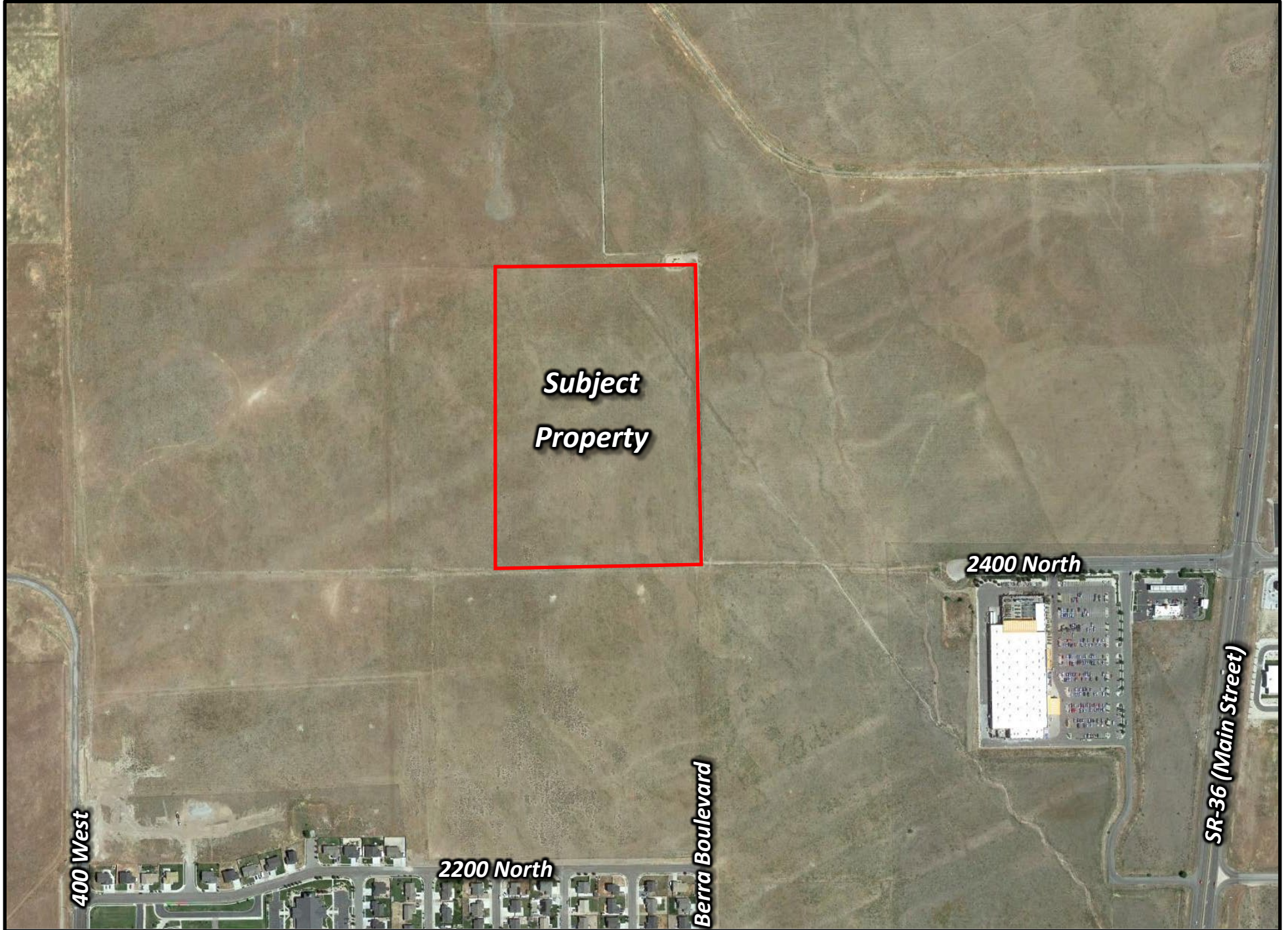
**Oristruts Zoning Map Amendment**



**Oristruts Zoning Map Amendment**

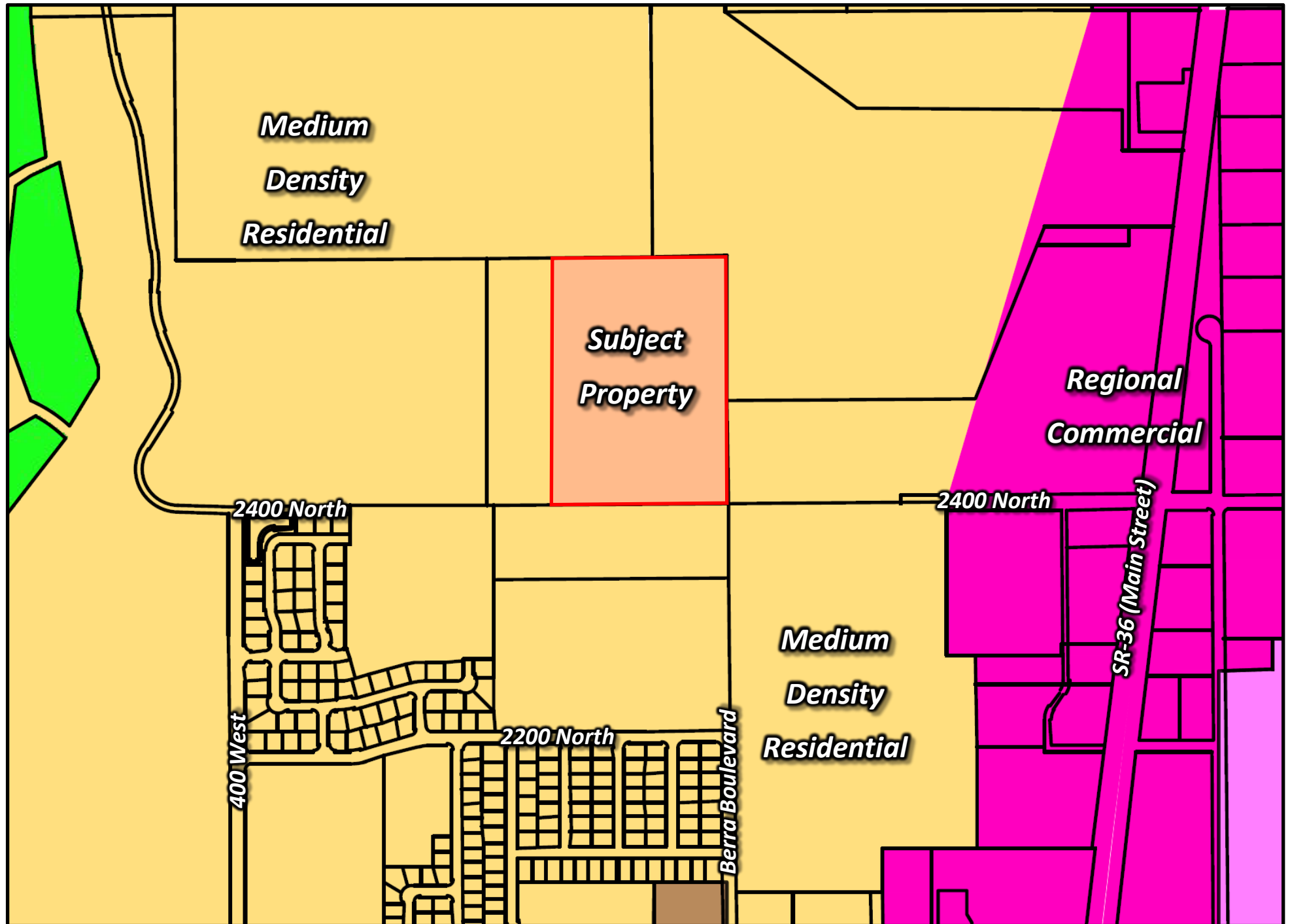


**Crestview Subdivision Land Use Map Amendment**



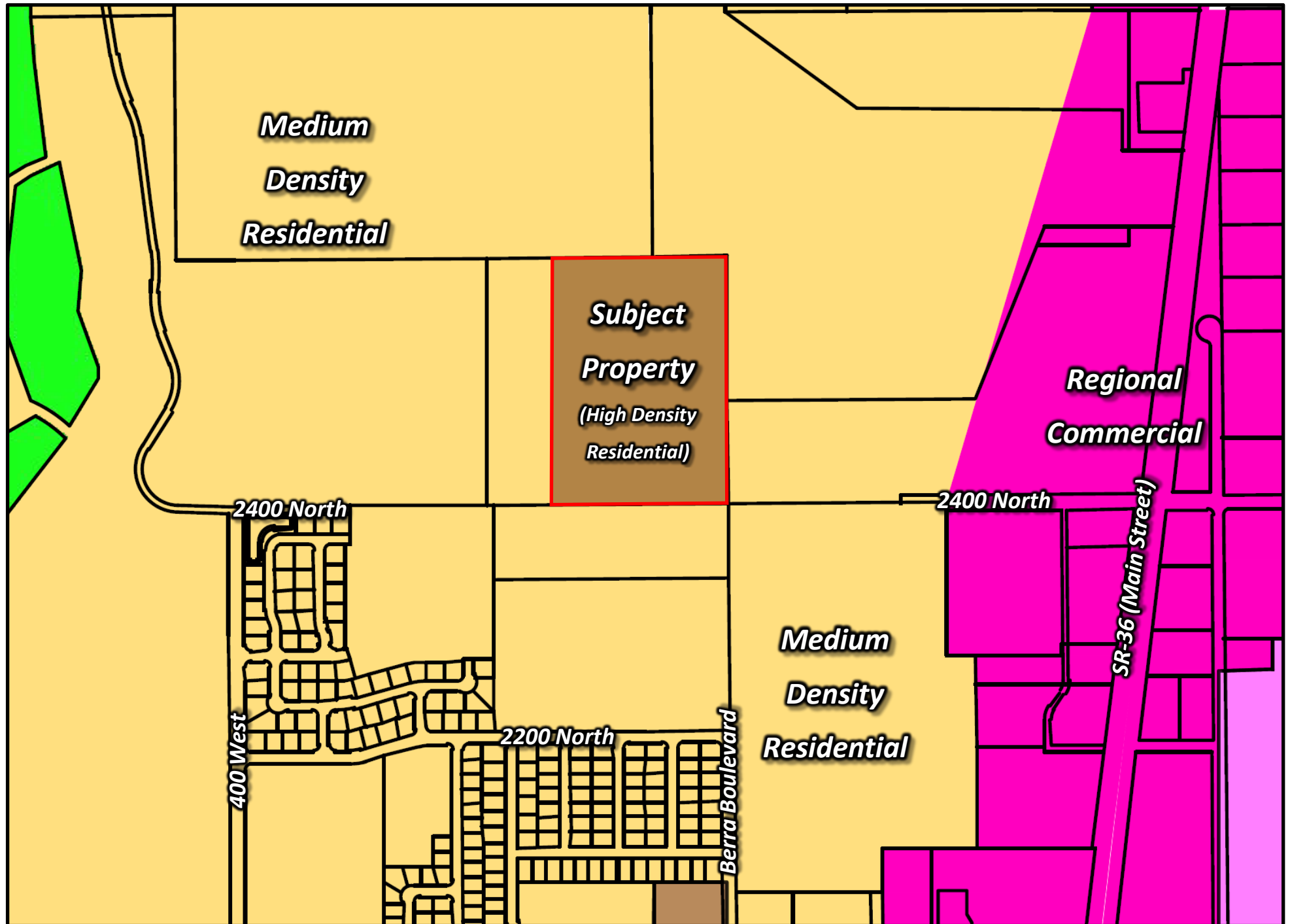
**Aerial Map**

**Crestview Subdivision Land Use Map Amendment**



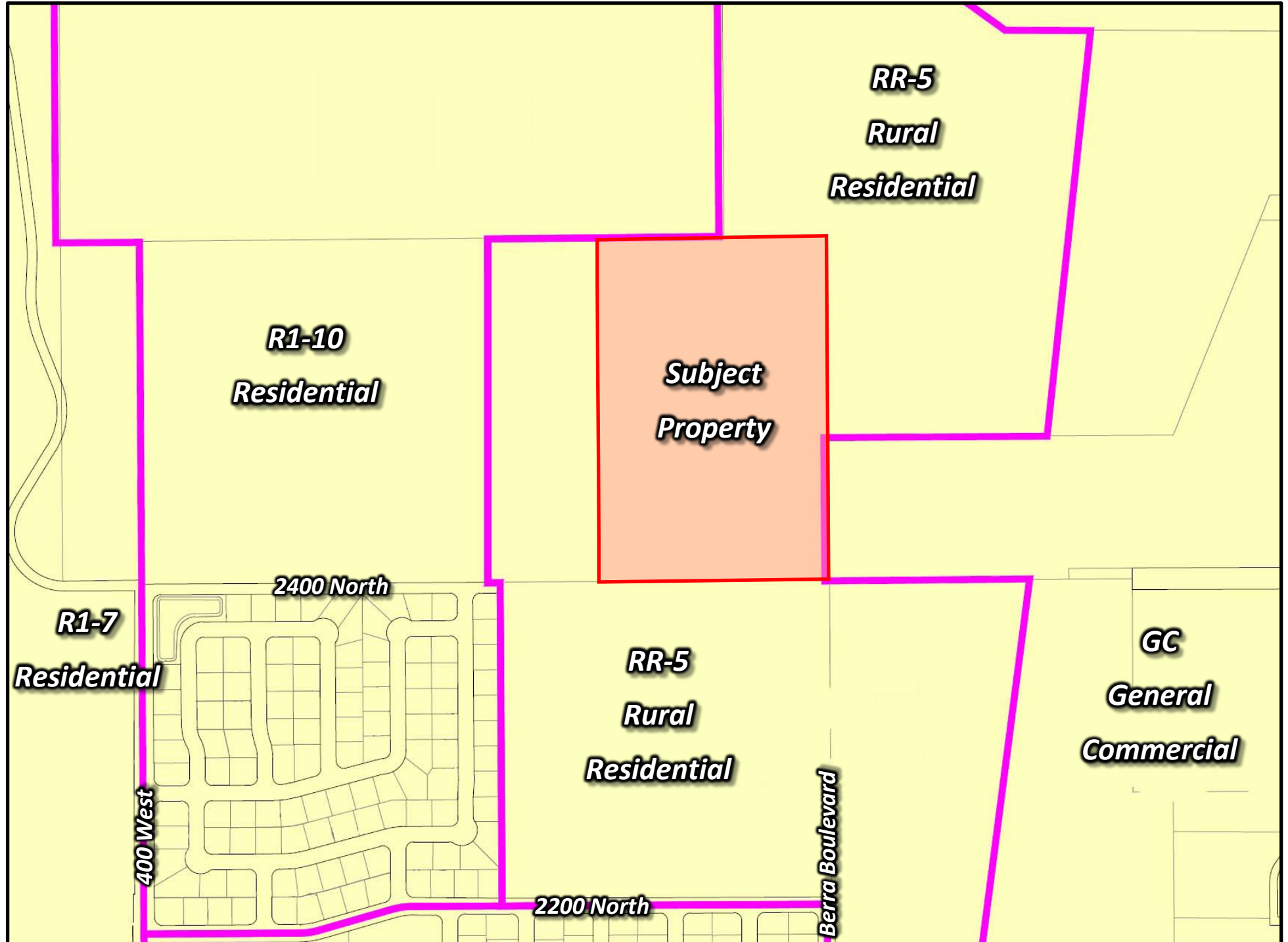
**Current Land Use Map**

**Crestview Subdivision Land Use Map Amendment**



**Proposed Land Use Map**

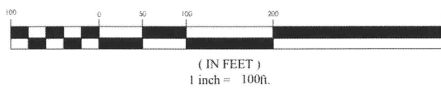
**Crestview Subdivision Land Use Map Amendment**







GRAPHIC SCALE



**CONCEPT TABULATIONS**

TOTAL ACREAGE	±80.12 ACRES
SINGLE FAMILY LOTS	106
TOWNHOME UNITS	202
TOTAL UNITS	308
TOTAL DENSITY	3.84 UNITS/ACRE
OPEN SPACE & BASIN	2.11 ACRES

CUL-DE-SAC RADIUS:	59'
ROW WIDTH:	60'
PRIVATE ROAD WIDTH:	26'

- 14,000 SQFT LOTS
- 10,000 SQFT LOTS

**MULTI-FAMILY TABULATIONS**

TOWNHOME UNITS	202
PRIVATE PARKING	808 (4 STALLS PER UNIT)
GUEST PARKING	97
TOTAL PARKING	905
PARKING RATIO	4.48

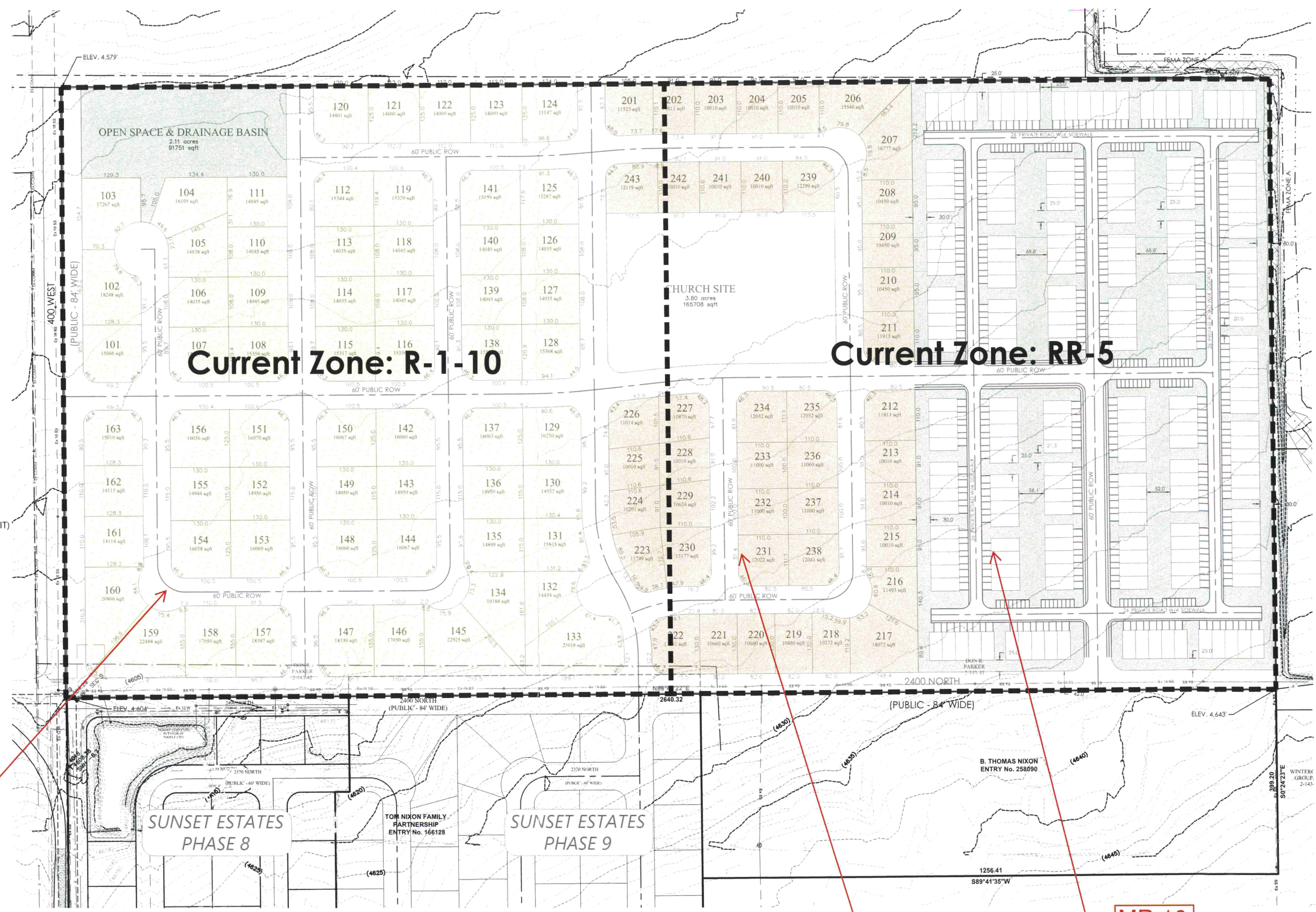
**CURRENT ZONING**

WESTERN 40 ACRES	R1-10
EASTERN 40 ACRES	RR-5

**PROPOSED ZONING**

ZONE:	R1-10
ZONE:	MR-16
MAX DENSITY	16 UNITS/ACRE

**ZONING ORDINANCE:**  
**R-1-14**  
**GENERAL PLAN:**  
**(LDR)**



Current Zone: R-1-10

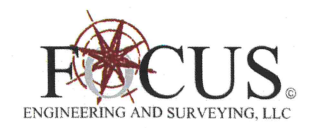
Current Zone: RR-5

R-1-10  
(MDR)

MR-16  
(HDR)

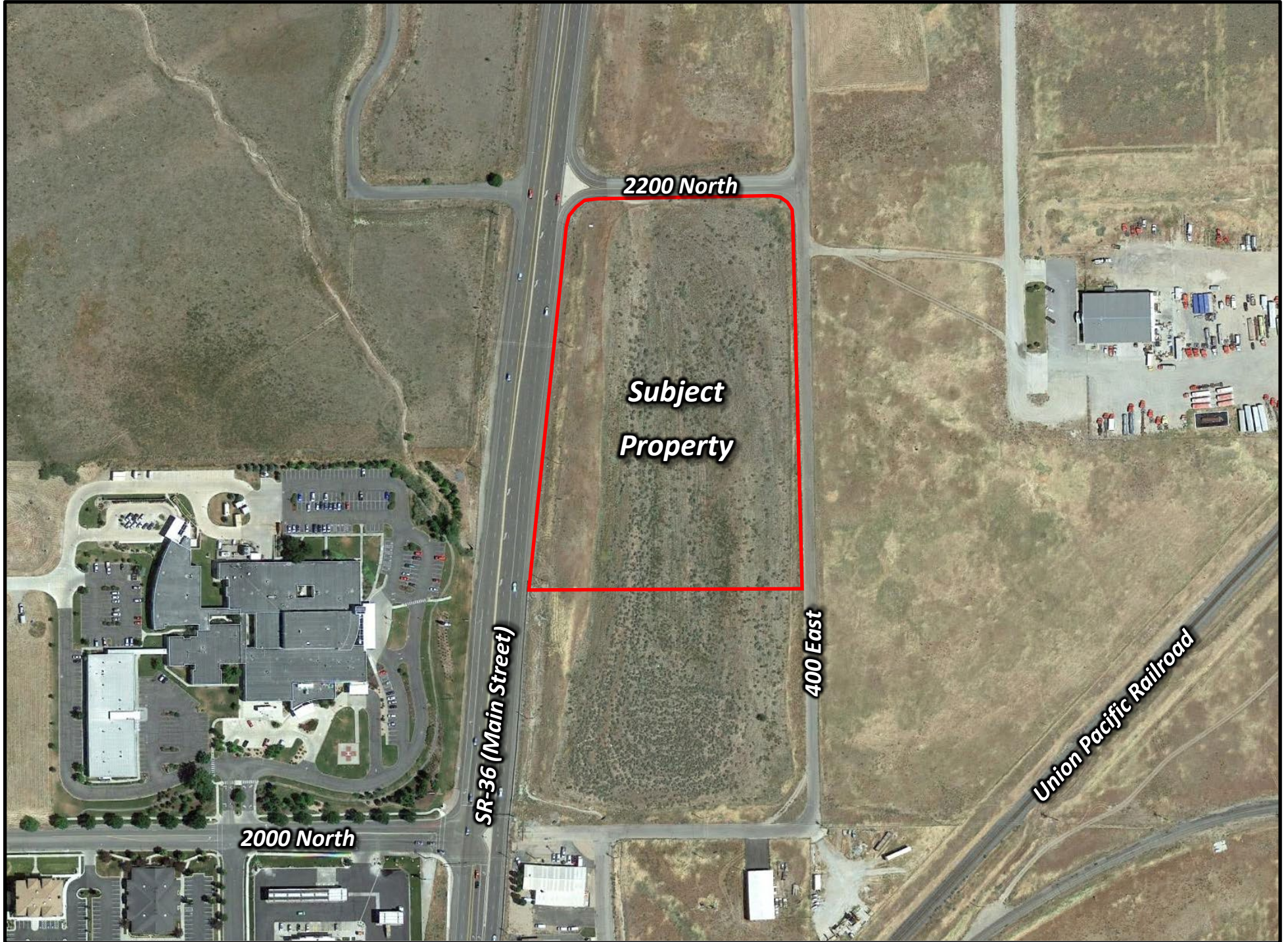
# CRESTVIEW concept plan D

TOOELE CITY, TOOELE COUNTY  
 4/8/2021  
 20-0492



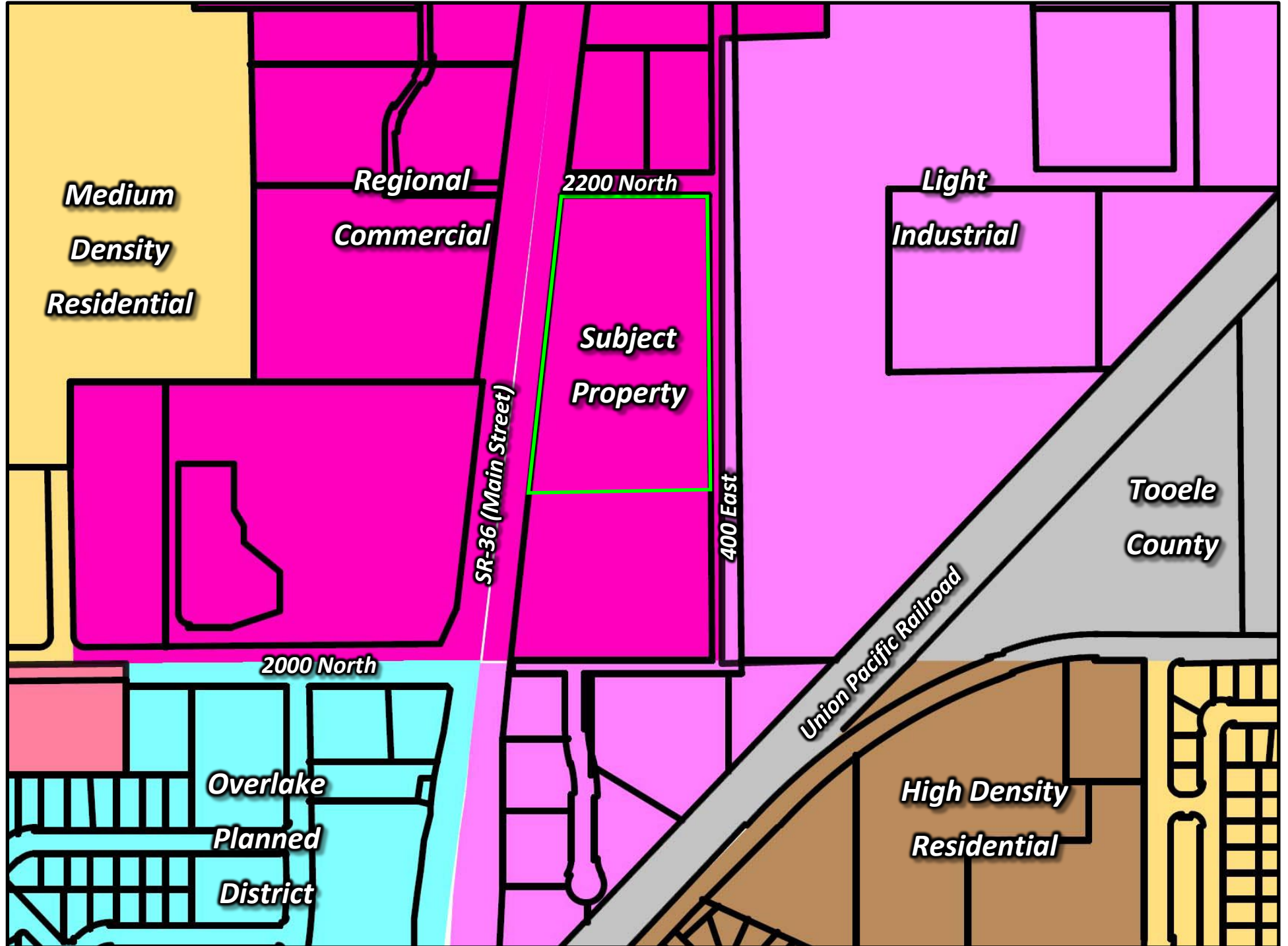
Z:\2020\20-0492 Foster Property\design\20-0492.dwg\concept\20-0492 Townhome Concept.dwg

**U-Haul Moving & Storage Land Use Map Amendment**



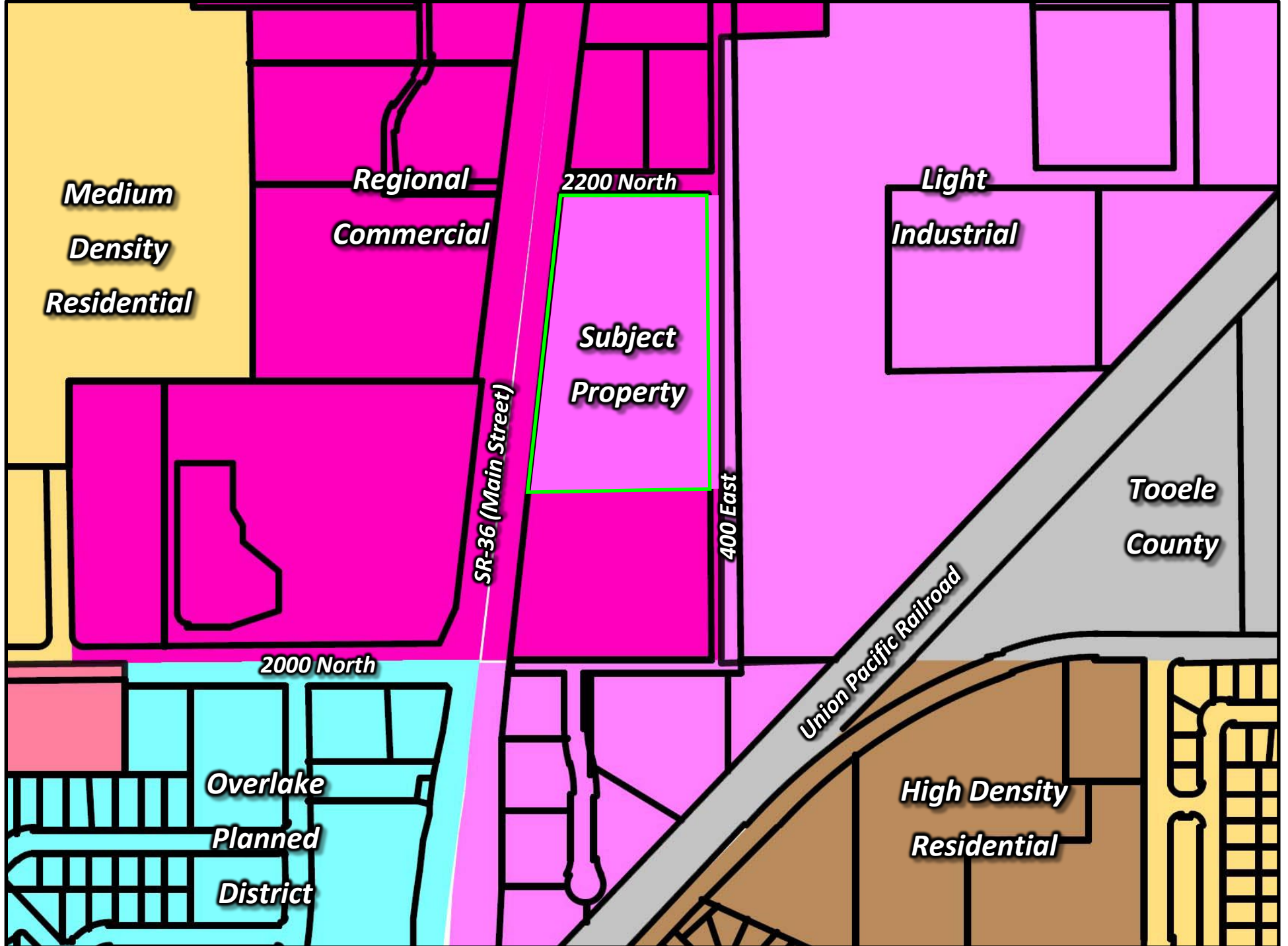
**Aerial Map**

**U-Haul Moving & Storage Land Use Map Amendment**



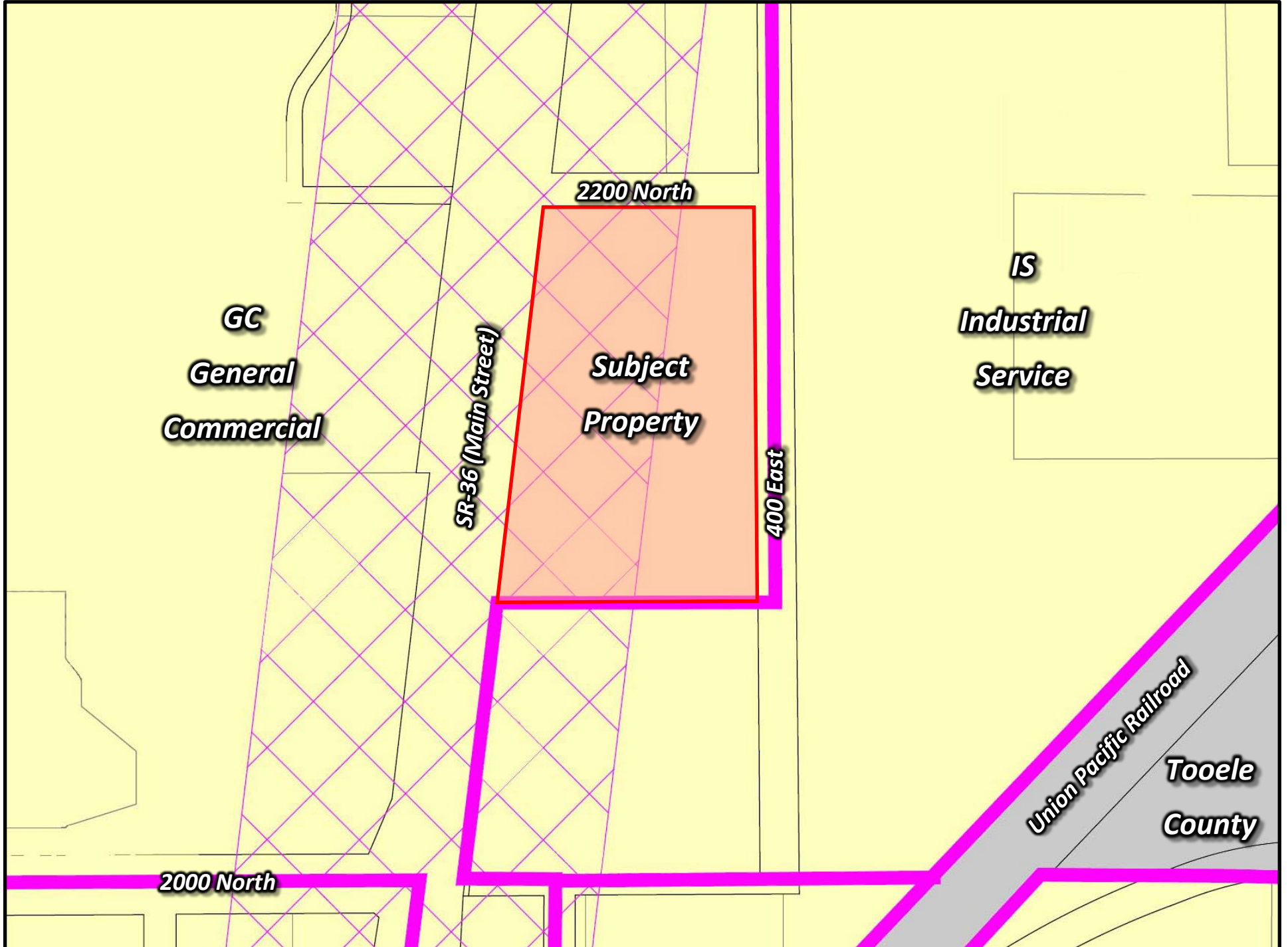
*Current Land Use Map*

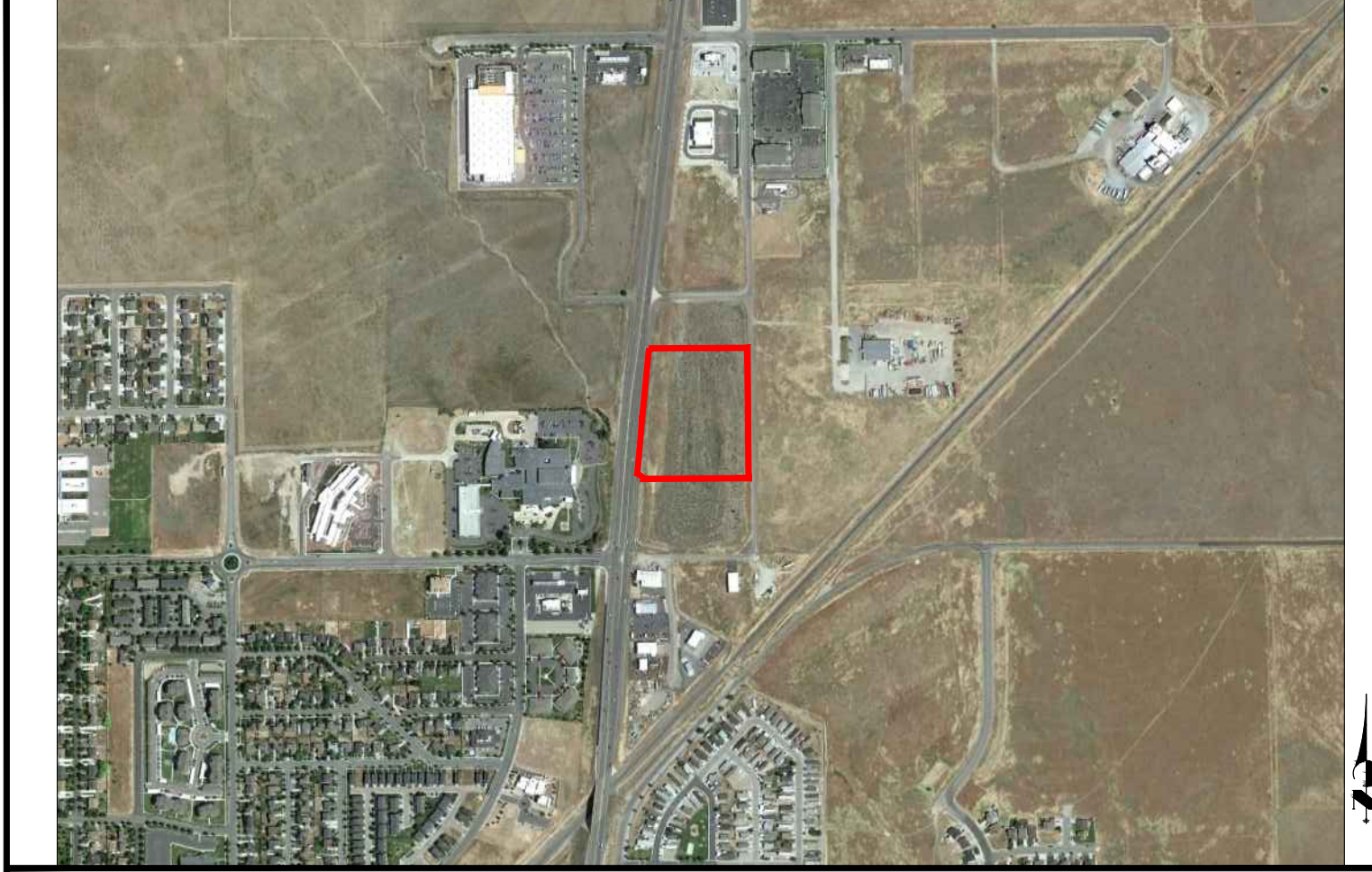
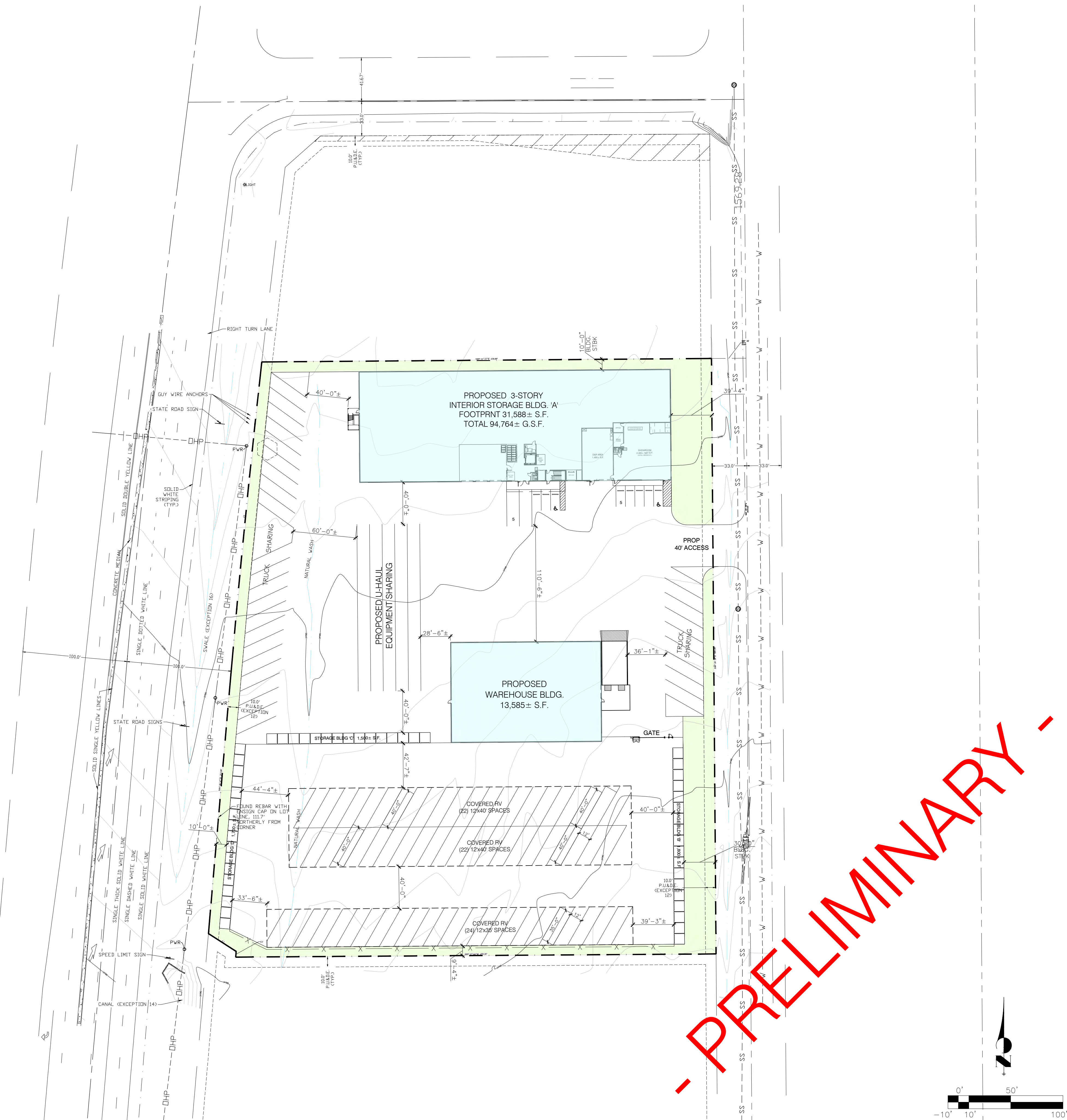
**U-Haul Moving & Storage Land Use Map Amendment**



**Proposed Land Use Map**

**U-Haul Moving & Storage Land Use Map Amendment**





**SITE AERIAL** SCALE: N.T.S.

**Zoning Information**  
**Project Name:** U-Haul Moving & Storage of Tooele  
**Municipality:** City of Tooele, UT  
**Project Address:** 2400 N. Main St., Tooele, UT 84074  
**APN /Acre / Area:** 02-143-0-0113 / 6 acres  
**Zone:** GC - General Commercial  
**PROPOSED Rezone:** IS - INDUSTRIAL SERVICE  
**Overlay:** North Gateway Overlay & Downtown Overlay  
**Adjacent Zoning:** N- GC - General Commercial  
 E- IS - Industrial Service  
 S- IS - Industrial Service  
 W- GC - General Commercial  
**Uses:** Auto Rental, Personal Storage Facility (Mini-storage) (C), Retail

**Bulk Requirements**  
**Setbacks:**  
 Front yard: 30-ft.  
 Side yard: Note A  
 Rear yard: Note A

**Height Limit:** 50-ft. or 4 stories max.  
**Parking:** Retail = 1 sp./ 300 sf.; Required: 10 sp.; Provided: 10 sp.

**Vegetation and Revegetation**  
 (a) Vegetation shall be removed only when absolutely necessary, i.e., for buildings, filled areas, roads, and firebreaks. Every effort shall be made to conserve topsoil which is removed during construction for later use on areas requiring vegetation or landscaping, i.e., cut-and-fill slopes. Vegetation sufficient to stabilize the soil shall be established on all disturbed areas, including lots which may be subject to future grading, as each stage of grading is completed. Areas not contained within lot boundaries shall be protected with adapted fire-resistant species of perennial vegetative cover after all construction is completed.  
 (b) All areas on development sites cleared of natural vegetation in the course of construction of public improvements shall be replanted with vegetation which has good erosion control characteristics.  
 (c) New planting shall be protected with mulch material and fertilized in conjunction with the planting and watering schedule.  
 (d) Installation of all required landscaping shall begin no later than one month after the date that the main structure on the property is ready for occupancy or by March 15, whichever is later.  
 (e) Vegetation shall be a mixture of plant materials, i.e., trees, shrubs, grass, and forbs. Native plant materials are preferred.  
 (f) Landscaping shall be substantially completed within nine months after the date the primary structure is ready for occupancy.  
 (g) Front yards and side yards shall be completely landscaped except for driveways, walkways and on-grade patios.  
 (h) All other areas disturbed during construction shall be either landscaped or revegetated to a natural state.  
 (i) Lawns or gardens are prohibited in the undevelopable areas.  
 (j) No vegetation shall be removed on a continuous hillside, crest (upslope or downslope) or a slope 30% or greater unless otherwise determined in writing by the Mayor upon recommendation of the City Engineer for public uses such as trails and open space improvements. Any revegetation of such a hillside shall have the approval of the City Engineer.  
 (k) Topsoil removed during construction shall be conserved for later use on areas requiring vegetation or landscaping; i.e., cut and fill slopes.  
 (l) All disturbed soil surfaces shall be stabilized or covered prior to the first day of November. If the planned impervious surfaces such as roads and driveways cannot be established prior to November 1st, a temporary treatment adequate to prevent erosion shall be installed on those surfaces.  
 (m) The property owner and/or developer shall be fully responsible for any destruction of native or applied vegetation identified as necessary for retention and shall be responsible for such destroyed vegetation. They shall carry the responsibility both for employees and subcontractors from the first day of construction until the final acceptance of improvements. The property owner and developer shall replace all destroyed vegetation.

LOCKER SIZE	STORAGE BLDG. 'A'								EXTERIOR STG & MINIS			TOTAL			
	1st Flr	SQ. FT.	%	2nd Flr	SQ. FT.	%	3rd Flr	SQ. FT.	%	QTY	SQ. FT.	%	QTY	SQ. FT.	%
5 x 5	38	950	5%	56	1,400	6%	56	1,400	6%	0	0	0%	150	3,750	23%
5 x 10	102	5,100	29%	106	5,300	24%	106	5,300	23%	0	0	0%	314	15,700	23%
7 x 10	2	140	1%	1	70	0%	2	140	1%	0	0	0%	5	350	0%
10 x 8	1	80	1%	3	240	1%	1	80	0%	0	0	0%	5	400	1%
10 x 10	86	8,600	49%	91	9,100	40%	93	9,300	41%	50	5,000	100%	320	32,000	47%
10 x 15	18	2,700	15%	43	6,450	29%	43	6,450	28%	0	0	0%	104	15,600	23%
<b>TOTAL</b>	<b>247</b>	<b>17,570</b>	<b>100%</b>	<b>300</b>	<b>22,560</b>	<b>100%</b>	<b>301</b>	<b>22,670</b>	<b>100%</b>	<b>50</b>	<b>5,000</b>	<b>100%</b>	<b>898</b>	<b>67,800</b>	<b>100%</b>

**SITE DATA**

**PRELIMINARY SITE PLAN**

SCALE: 1" = 50' - 0"

SHEET NOTES:

REVISIONS:

NO.	DATE	INITIALS	NOTES
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

PROFESSIONAL SEAL:

PRELIMINARY DOCUMENTS;  
NOT FOR CONSTRUCTION;  
FOR INFORMATION ONLY

ARCHITECT LOGO:

**AMERCO**  
REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT  
2727 NORTH CENTRAL AVENUE  
PHOENIX, ARIZONA 85004  
P: (602) 263-6502

SITE ADDRESS:  
U-HAUL OF TOOELE  
2400 N. MAIN ST. (Parcel 13)  
TOOELE, UT

SHEET CONTENTS:  
PRELIMINARY  
SITE PLAN

**720075**

DRAWN: KMB  
CHECKED: NH  
DATE: 05/27/21  
**SP1**  
720075A1A.dwg

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