

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, September 21, 2022, at the hour of 7:00 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 visiting the **Tooele City YouTube Channel**, at <https://tinyurl.com/ykjpjx4z> or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecity.org anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.*

*****Notice – Tooele City is no longer broadcasting meetings via Facebook Live*****

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Youth Advocate of the Year**
Presented by Jamie Slade, Prevention Specialist & Sandy Medina, Communities that Care
4. **Mayor's Community Recognition Awards**
Presented by Debbie Winn, Mayor & Stacy Smart, Communities That Care Supervisor
5. **Gold Safety Award Presented to the Pratt Aquatics Center**
Presented by Mike Stagg, Utah Local Governments Trust
6. **Public Comment Period**
7. **Public Hearing and Motion on Ordinance 2022-36** an Ordinance of Tooele City Reassigning the Zoning for Approximately 7.36 Acres Located at 602 & 603 South 3 O' Clock Drive from NC Neighborhood Commercial to the MR-12 Multi-Family Residential Zoning District
Presented by Jim Bolser, Community Development Director
8. **Public Hearing and Motion on Ordinance 2022-37** an Ordinance of the Tooele City Council Amending the Moderate Income Housing Element of the Tooele City General Plan
Presented by Jim Bolser, Community Development Director
9. **Preliminary Plan Request** for the Lexington Townhomes Subdivision, Phases 2 & 3 to Create 53 Townhome Residential Lots Located at Approximately 620 West Carole's Way
Presented by Jim Bolser, Community Development Director
10. **Resolution 2022-71** a Resolution of the Tooele City Council Approving the Canyon Springs Annexation Agreement
Presented by Roger Baker, City Attorney

11. **Resolution 2022-85** a Resolution of the Tooele City Council Approving a Second Amendment to the Development Agreement for Copper Canyon PUD Between Tooele City and Phoenix of Copper Canyon, LLC
Presented by Roger Baker, City Attorney
12. **Resolution 2022-82** a Resolution of the Tooele City Council Approving an Agreement with J-U-B Engineers for the Public Works Campus Master Plan
Presented by Jamie Grandpre, Public Works Director
13. **Resolution 2022-83** a Resolution of the Tooele City Council Approving an Agreement with American Chiller Mechanical Service for Heating and Air Conditioning Control and Boiler Upgrades at City Hall
Presented by Darwin Cook, Parks & Recreation Director
14. **Resolution 2022-84** a Resolution of the Tooele City Council Approving an Agreement with American Chiller Mechanical Service for Heating and Air Conditioning Control and Boiler Upgrades at the Pratt Aquatics Center
Presented by Darwin Cook, Parks & Recreation Director
15. **Resolution 2022-86** a Resolution of the Tooele City Council Approving an Agreement with Broken Arrow for the Construction of Park and Trail Facilities at England Acres Park
Presented by Darwin Cook, Parks & Recreation Director
16. **Resolution 2022-87** a Resolution of the Tooele City Council Approving an Agreement with Beck Construction & Excavation for the Main Street (SR-36) Parking Project
Presented by Jamie Grandpre, Public Works Director
17. **Minutes**
18. **Purchase Orders and Invoices**
19. **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 435-843-2111 or michellep@tooelecitey.org, Prior to the Meeting.

TOOELE CITY CORPORATION

ORDINANCE 2022-36

AN ORDINANCE OF TOOELE CITY REASSIGNING THE ZONING FOR APPROXIAMTELY 7.36 ACRES LOCATED AT 602 & 603 SOUTH 3 O’CLOCK DRIVE FROM NC NEIGHBORHOOD COMMERCIAL TO THE MR-12 MULTI-FAMILY RESIDENTIAL ZONING DISTRICT.

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 2020-47, on December 16, 2020, 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 2020-47 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 City received an Amendment Petition for a Zoning Map amendment for properties located at 602 & 603 South 3 O’Clock Drive on August 10, 2022, requesting that the Subject Properties be rezoned from NC Neighborhood Commercial to the MR-12 Multi-Family Residential zoning district (see Amendment Petition and map attached as Exhibit A, and Staff Report attached as Exhibit B); and,

WHEREAS, the Subject Properties are owned by Michael L Naeger and are currently designated High Density Residential in the Land Use Element of the General Plan; and,

WHEREAS, the MR-12 Zoning District complies with the High Density Residential Land Use designation; and,

WHEREAS, on September 14, 2022, 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 September 21, 2022, the City Council convened a duly-noticed public hearing:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that:

1. this Ordinance and the zoning map amendment proposed therein is in the best interest of the City in that it will create additional housing opportunities and provide more opportunities for the construction of moderate income housing; and,
2. the zoning map is hereby amended reassigning the zoning to the MR-12 Multi-Family Residential Zoning district for 7.36 acres of property located at 602 & 603 South 3 O'Clock Drive, according to the map attached as Exhibit A and staff report attached as Exhibit B.

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

S E A L

Approved as to Form:

Roger Baker, Tooele City Attorney

Exhibit A

Petition and Mapping Pertinent to Zoning Map 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



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.

P22-992

Project Information					
Date of Submission:	8-10-2022	Current Map Designation:	MC	Proposed Map Designation:	MAP-8 MP-12
Parcel #(s):	17-04-0-0001 17-04-0-0002, 07-010-				
Project Name:	3 O'clock Drive			Acres:	7.36
Project Address:	602 + 603 3 O'clock Dr. Tooele, UT 84074				
Proposed for Amendment:	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: <u>Zoning</u>				
Brief Project Summary:	Zone into MAP-8 Zoning MP-12 (per Russ Tolbert 8/24/2022)				
Property Owner(s):	Michael Naeger		Applicant(s):	Hallmark Homes	
Address:	14746 Wister Loop		Address:	29641 W 4700 S	
City:	State:	Zip:	City:	State:	Zip:
Thornton	CO	80602	West Valley City,	UT	84118
Phone:	801-870-8085		Phone:	801-252-8900	
Contact Person:	Russ Tolbert		Address:	/	
Phone:	801-252-8900		City:	State:	Zip:
Cellular:	Fax:	Email:			

*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.

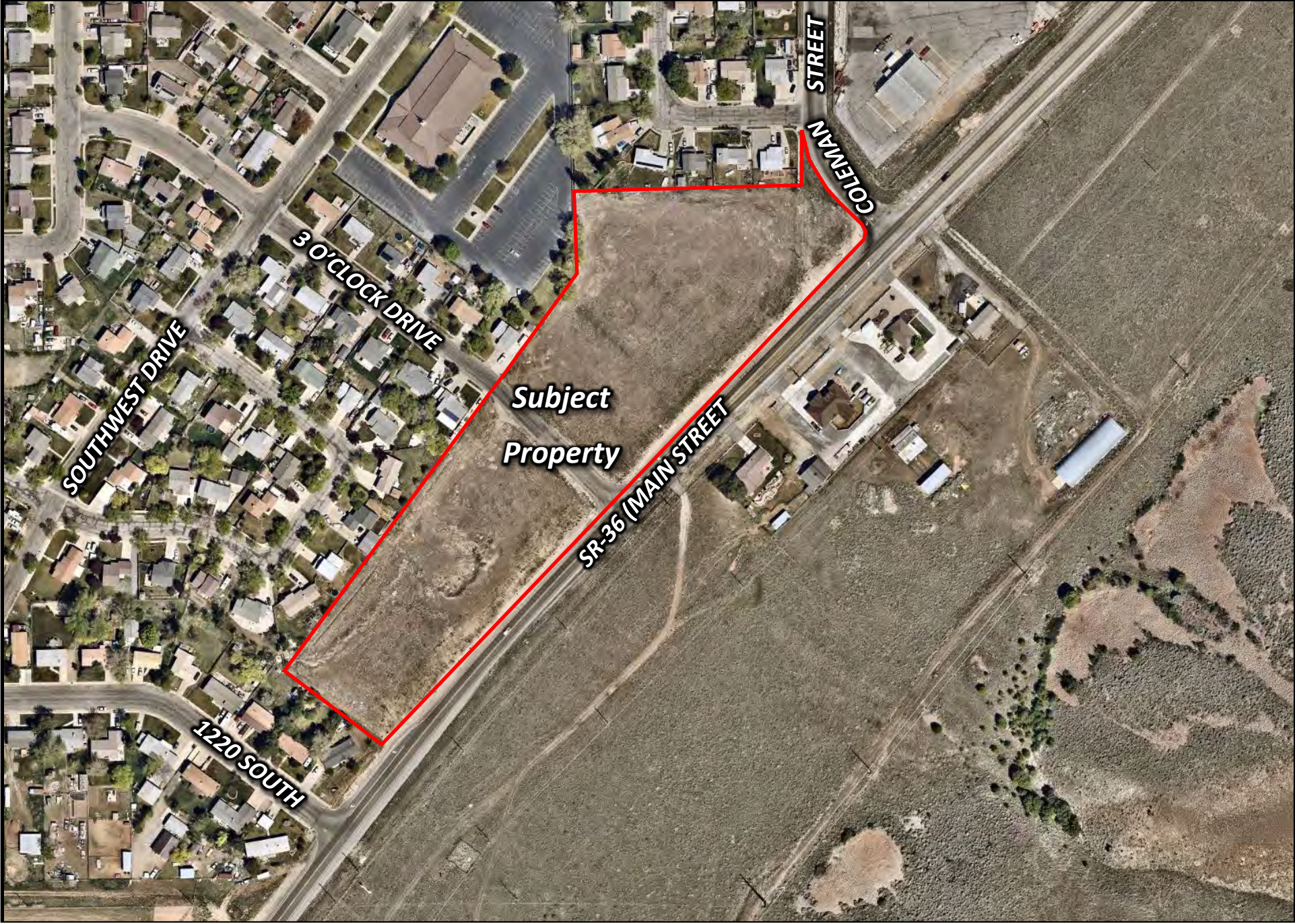
Note to Applicant:

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.

For Office Use Only			
Received By:	Date Received:	Fees:	App. #:
Jessi	8/16/22	\$1,700.00	2220995

Receipt # 500228

3 O'Clock Drive Zoning Map Amendment



Aerial Map

3 O'Clock Drive Zoning Map Amendment



Land Use Map

3 O'Clock Drive Zoning Map Amendment



Current Zoning Map

3 O'Clock Drive Zoning Map Amendment



Exhibit B

Staff Report

STAFF REPORT

August 30, 2022

To: Tooele City Planning Commission
Business Date: September 14, 2022

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: **3 O'Clock Drive – Zoning Map Amendment Request**

Application No.: P22-992
Applicant: Russ Tolbert, representing Hallmark Homes
Project Location: Approximately 602 and 603 S 3 O'Clock Drive
Zoning: NC Neighborhood Commercial Zone
Acreage: 7.36 Acres (Approximately 320,601 ft²)
Request: Request for approval of a Zoning Map Amendment in the NC Neighborhood Commercial zone to re-assign the zoning for both properties to the MR-12 Multi-Family Residential zoning district.

BACKGROUND

This application is a request for approval of a Zoning Map Amendment for approximately 7.36 acres located at 602 and 603 South 3 O'Clock Drive. The property is currently zoned NC Neighborhood Commercial. The applicant is requesting that a Zoning Map Amendment be approved to re-assign the zoning of the property to MR-12 Multi-Family Residential to facilitate the development of the property as residential town homes.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the High Density Residential land use designation for the subject property. The property has been assigned the NC Neighborhood Commercial zoning classification. The NC Neighborhood Commercial zoning designation is not identified by the General Plan as a preferred zoning classification for the High Density Residential land use designation. Properties to the west, north and south of the subject properties are zoned R1-7 Residential. Properties to the east of the subject properties are zoned GC General Commercial, RR-1 Residential and R1-7 Residential. Mapping pertinent to the subject request can be found in Exhibit "A" to this report.

In March of 2022 the Land Use map of the General Plan was amended re-assigning these properties to High Density Residential. The High Density Residential land use designation includes all of the MR zoning districts, including the MR-8, MR-12, MR-16 and MR-20 Multi-Family Residential zoning districts. When the City Council approved the change to the Land Use map they did so with a condition limiting the number of units per acre that can be developed on the property to 10 units per acre.

The current zoning of the property is the NC Neighborhood Commercial zone. 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 applicant is requesting that the zoning be re-assigned from NC Neighborhood Commercial to MR-12 Multi-Family Residential. In order to accomplish the density of 10 units per acre, the limitation put upon the property during the Land Use Map amendment by the City Council, the applicant needs the MR-12 zoning district. The MR-12 zoning district permits up to 12 units per acre where the MR-8 permits up to 8 units per acre. The MR-8 zoning district would not permit up to 10 units per acre so the MR-12 is the next zoning district available to accomplish the 10 unit per acre limitation approved by the City Council.

The requested MR-12 Multi-Family residential zoning district does comply with the High Density Residential land use designation of the Land Use map.

Site Plan Layout. The applicant has submitted a site plan layout showing their intentions with the site and how development will occur. Please remember that this site plan is conceptual and has not been reviewed by Tooele City staff. This site plan is provided for reference purposes only.

Previous Conditions of Approval. During the Land Use Map Amendment review stage for this request, the City Council placed a conditions on the approval of changing the Land Use from Medium Density Residential to High Density Residential. That condition was as follows:

1. Approved with a maximum of 10 units per acre or MR-10.

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

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

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Zoning Map Amendment submission and has issued the following comments:

1. The City Council placed a 10 unit per acre density restriction on the properties during the Land Use Map Amendment process.
2. The MR-12 Multi-Family Residential zoning district is necessary to accomplish the 10 unit per acre density restriction placed on the properties by the City Council.
3. The MR-12 zoning district complies with the High Density Residential land use designation.

Engineering and Public Works Division Review. The Tooele City Engineering and Public Works Divisions do not typically review Land Use Map and Zoning Map amendments and therefore have not issued any comments regarding this application.

Tooele City Fire Department Review. The Tooele City Fire Department do not typically review Land Use Map and Zoning Map amendments and therefore have not issued any comments regarding this application.

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 Land Use 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 3 O’Clock Drive Zoning Map Amendment Request by Russ Tolbert, representing Hallmark Homes to re-assign the zoning to the MR-12 Multi-Family Residential zoning district, application number P22-992, based on the findings and subject to the conditions listed in the Staff Report dated August 30, 2022:”

1. List findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the 3 O’Clock Drive Zoning Map Amendment Request by Russ Tolbert, representing Hallmark Homes to re-assign the zoning to the MR-12 Multi-Family Residential zoning district, application number P22-992, based on the following findings:”

1. List findings...

EXHIBIT A

MAPPING PERTINENT TO THE 3 O'CLOCK DRIVE ZONING MAP AMENDMENT

3 O'Clock Drive Zoning Map Amendment



Aerial Map

3 O'Clock Drive Zoning Map Amendment



Current Zoning Map

3 O'Clock Drive Zoning Map Amendment



Land Use Map

3 O'Clock Drive Zoning Map Amendment



Proposed Zoning Map

EXHIBIT B

**PROPOSED DEVELOPMENT PLANS &
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



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.

P22-992

Project Information					
Date of Submission:	8-10-2022	Current Map Designation:	MC	Proposed Map Designation:	MAP-8 MP-12
Parcel #(s):	17-04-0-0001		17-04-0-0002, 07-010-		
Project Name:	3 O'clock Drive			Acres:	7.36
Project Address:	602 + 603 3 O'clock Dr. Tooele, UT 84074				
Proposed for Amendment:	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: <u>Zoning</u>				
Brief Project Summary:	Zone into MAP-8 Zoning MP-12 (per Russ Tolbert 8/24/2022)				
Property Owner(s):	Michael Naeger		Applicant(s):	Hallmark Homes	
Address:	147416 Wister Loop		Address:	29641 W 4700 S	
City:	State:	Zip:	City:	State:	Zip:
Thornton	CO	80602	West Valley City,	UT	84118
Phone:	801-870-8085		Phone:	801-252-8900	
Contact Person:	Russ Tolbert		Address:	/	
Phone:	801-252-8900		City:	State:	Zip:
Cellular:	Fax:	Email:			

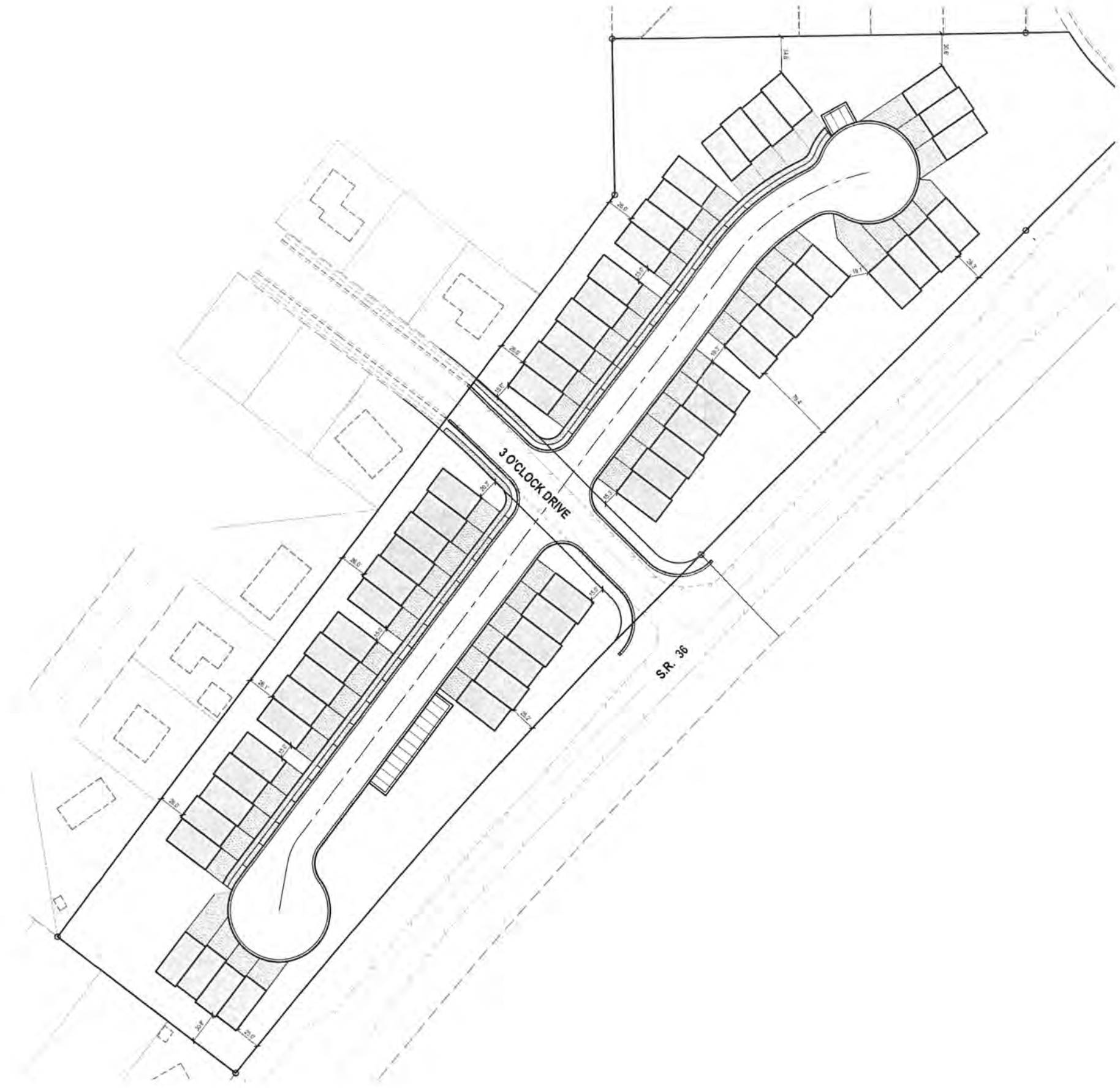
*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This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

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For Office Use Only			
Received By:	Date Received:	Fees:	App. #:
Jessi	8/16/22	\$1,700.00	2220995

Receipt # 500228



VICINITY MAP
NO SCALE

AREA MATRIX

CURRENT ZONE	HDR (HIGH DENSITY RESIDENTIAL)
TOTAL AREA:	7.35 ACRES
PROPOSED DENSITY:	8.16 UNITS/ACRE
PROPOSED UNITS:	58 UNITS
OPEN SPACE:	3.49 ACRES = 47% OF TOTAL ACREAGE
TOWNHOMES	12 COMPLEXES
UNIT AVG. SQ. FT.	1222 SQ. FT.
SQ. FT. AVG. PER COM.	5760 SQ. FT.
APPROX APT. HEIGHT	25 FT.



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

SALT LAKE CITY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
MICHAEL NAEGER
2204 SOUTH 2125 WEST
WOODS CROSS, UT 84097
CONTACT:
MICHAEL NAEGER
PHONE: 801-476-8985

**3 O'CLOCK DRIVE TOWNHOMES
CONCEPT LAYOUT**
3 O'CLOCK DRIVE
TOOLE, UTAH

CONCEPT PLAN

PROJECT NUMBER: T1229B
DATE: 6/22/22
DRAWN BY: H. CARTER
CHECKED BY: J. CLEGG
PROJECT MANAGER: J. CLEGG

C-100

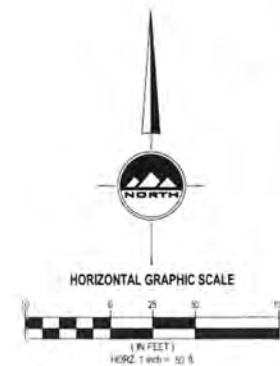


Exhibit C

Planning Commission Minutes

Jim Bolser

From: Janice Allred <janiceallred1@gmail.com>
Sent: Thursday, September 1, 2022 11:04 AM
To: Planning Commission Public Comment
Subject: Public Hearing scheduled for September 14, 2022 - Request by Hallmark Homes to Re-Assign the zoning at 3'Oclock Drive and SR-36 (Main Street) to Multi-Family

We strongly oppose the redesignation of subject to multi-family residential just as we had the past 3 requests in the last year. We do not want multi-family units across the street from us for the following reasons:

1. We are in a DROUGHT!!! We barely have enough water for current residents. We are already on water restrictions. We know water tanks have been deleted in the past. When is all this senseless building going to stop???
2. It would increase traffic on Three O'Clock and Highway 36. The traffic here is horrendous. It has more than doubled in the past few years. Sometimes it takes us over 15 minutes to get out of our driveway (traffic from SR-36, 1220 S, 3'Oclock, and Coleman). This would also create a safety hazard, especially for small children in multi-family units.
3. It would overpopulate Settlement Canyon Elementary, Tooele Jr. High, and Tooele High that are already overcrowded.
- 4 We have enjoyed our beautiful view of the great Salt Lake for over 45 years, and would hate to look at multi-family high rises instead.
5. It would be detrimental to the landscape of our beautiful City. That would be one of the first images from the South when entering our city. Not a good impression!

Sincerely,
Gary & Janice Allred
1195 South Main
Tooele, UT. 84074
Ph.: (435) 882-2708 (Gary)
(435) 840-0725 (Janice)

Jim Bolser

From: Michael Naeger <mnaeger1@gmail.com>
Sent: Sunday, September 4, 2022 10:05 AM
To: Planning Commission Public Comment
Subject: Zoning Map Amendment request by Hallmark Homes at 3 O' Clock Drive - meeting 9/14

I have the following comment for the Zoning Map Amendment request by Hallmark Homes at 3 O' Clock Drive for the meeting 9/14:

"The new MR-12 zoning is a good compromise between MR-8 and MR-16. Given the high price of land, water rights, and development cost it will allow for medium priced homes that Tooele residents can afford. Rather than renting, the townhomes will allow residents to build home equity. The townhomes Hallmark Homes is proposing will be a great addition to the community. Thank you, Michael Naeger."

--

Michael "Hank" Naeger
14746 Ulster Loop
Thornton, CO 80602

Jim Bolser

From: Rochelle Christiansen <monrochie@hotmail.com>
Sent: Sunday, September 4, 2022 2:43 PM
To: Planning Commision Public Comment
Subject: Zoning map amendment

My question is concerning the 7.3 acres located at the intersection of 3 o'clock drive-in SR36 Main Street from the NC neighborhood commercial zoning district to the MR - 12 multi-family residential zoning district.

1st of all what does the MR12 multi-family residential zoning mean?

Secondly, we have had multiple public hearings about trying to change the zoning for the specific area and it has been proven multiple times that the congestion of this street already in question is too much to handle Extra traffic due to high density housing now I realize this is not worded as high-density it's worded as multi-family. Please explain the difference. This neighborhood cannot handle much more congestion onto the highway plus the fact that we worry about the safety of people being that close to the highway with such speeds. And of course, the water is always an issue.

I am against high density housing on the highway.

I would appreciate a response to this question also in an email just in case I am not able to attend the meeting.

Thank you,
Rochelle

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Jim Bolser

From: David Walters <david.walters1994@gmail.com>
Sent: Wednesday, September 14, 2022 4:21 PM
To: Planning Commission Public Comment
Subject: Rezoning of 7.3 acres at 3 O'clock Drive and SR-36

To whom it may concern.

My name is David Walters, me and my wife live on 664 3 O'Clock Dr, so we are the the last house on the street and will be directly next to the planned area to be rezoned. We are very strongly against the plan to go from the current zoning to the MR-12 plan. I've been in Tooele county my whole life and we all know growth in Any area is great but doing more apartments/townhouses etc in a such a small area is not the way to go about it. What we need is more family homes. We don't want all the traffic that would come with this plan, plus the current schools are at max capacity without the growth. So a new school would need to be built soon, which in turn will make all of our taxes go up. Going through with this rezoning and it could change the whole area. Tooele doesn't have the info structure to handle all the growth that's planned.

Hope you will take this into consideration.

David Walters.

Jim Bolser

From: Larry Martin <printmizer@gmail.com>
Sent: Wednesday, September 14, 2022 6:06 PM
To: Planning Commision Public Comment

We have concerns over the rezoning on SR-36 and 3 o'clock Dr. We are home owners on 3 o'clock drive and have grave concerns over apartments and traffic in our area. For 1, the general unknown of our property values with apartments being built so close. And also the possibility of crimes in the area. Not to mention the traffic that would follow. It's hard enough sometimes to get on maim street, let alone get slowed down to a safe turning speed with cars going fast around you.

Thank you for your time

Sincerely,
Larry Martin

TOOELE CITY CORPORATION

ORDINANCE 2022-37

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING THE MODERATE INCOME HOUSING ELEMENT OF THE TOOELE CITY GENERAL PLAN.

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

WHEREAS, the Tooele City General Plan includes various elements, including water, sewer, transportation, moderate income housing, and land use. The Tooele City Council adopted the Tooele City General Plan, after duly-noticed public hearings, 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); and,

WHEREAS, Utah Code Sections 10-9a-401(3) and 10-9a-403(2) require the General Plan of each Utah municipality to include a plan element that provides a realistic opportunity to meet the need for additional moderate income housing; and,

WHEREAS, in preparing the Moderate Income Housing element of the General Plan, Utah Code Section 10-9a-403(2)(b) requires the City to do the following:

- consider the Legislature’s determination that municipalities shall facilitate a reasonable opportunity for a variety of housing, including moderate income housing, to meet the needs of people desiring to live in the community, and to allow persons with moderate incomes to benefit from and fully participate in all aspects of neighborhood and community life; and,
- include an analysis of why the means and techniques recommended in the Moderate Income Housing element provide that realistic opportunity within the next five years; and,
- consider means and techniques, such as:
 - rezoning for densities necessary to assure the production of moderate income housing;
 - facilitate and encourage the rehabilitation of existing uninhabitable housing stock into moderate income housing;
 - consider general fund subsidies to waive constructed related fees;
 - consider utilization of state or federal funds or tax incentives to promote the construction of moderate income housing;
 - consider programs offered by the Utah Housing Corporation;
 - consider Department of Workforce Services affordable housing programs; and,
- identify agriculture protection areas.

WHEREAS, Tooele City has actively considered and enacted means and techniques to allow a variety of housing opportunities for Tooele City residents, including moderate income housing, including by doing the following:

- enacting incentives for in-fill development, including less restrictive land use regulations (Ordinance 2015-25);
- creating several areas of HDR zoning that allow residential densities of between 8 and 20 units per acre;
- approving several new apartment and attached single-family developments;

- enacting multi-family design standards to ensure that high-density housing developments include good site and building design for the benefit of residents, which standards recognize the fact that high density requires good design to be successful (Ordinance 2005-05);
- amending the MU-B (Mixed Use-Broadway) zoning district regulations to allow higher density residential developments with less restrictive land use regulations (Ordinance 2018-13);
- enacting a point-based for single-family design standards intended to improve building and site design without significantly increasing costs (Ordinance 2006-22);
- allowing for residential facilities for persons with a disability (Ordinance 2012-17);
- allowing for residential facilities for elderly persons (Ordinance 2012-17); and,
- allowing for housing in the MU-G (Mixed Use-General) zoning district; and,
- allowing for higher density residential uses beyond that previously allowable within Tooele City (Ordinance 2019-08); and,
- allowing for the ability to construct and utilize accessory dwelling units (Ordinance 2019-13);
- reducing minimum lot frontage requirements in In-Fill Geographic Areas A and B (Ordinance 2019-24).

WHEREAS, the Utah State Legislature adopted Utah State House Bill 462 during the 2022 General Legislative Session which, among other things, requires a higher level of accountability for communities regarding moderate income housing plans including plans for implementation of the moderate income housing strategies established by the State Legislature and selected by the City; and,

WHEREAS, the Moderate Income Housing Element prepared and adopted by Tooele City identifies at least nine strategies already in place for encouraging and maintaining moderate income housing units within the community, fully complying with and exceeding the requirements of House Bill 462; and,

WHEREAS, the Moderate Income Housing Element prepared and adopted by Tooele City includes the implementation plan for each of the 9 strategies Tooele City is currently executing and complies with the implementation requirements of House Bill 462; and,

WHEREAS, Utah State House Bill 462 requires the adoption of and reporting from its regulations into the Moderate Income Housing plans for communities by October 1, 2022; and,

WHEREAS, the Tooele City Council unanimously adopted a comprehensive review and amendment of the Moderate Income Housing Element to the General Plan on December 5, 2018 as Ordinance 2018-25; and,

WHEREAS, the City has proposed amendments to the Moderate Income Housing Element, as shown in the attached **Exhibit A**, to reflect compliance with the tenets and requirements of Utah State House Bill 642 (2022); and,

WHEREAS, the Moderate Income Housing Element reflects the findings of Tooele City's elected officials regarding the appropriate range, placement, and configuration of housing within the City, which findings are based in part upon the recommendations of City staff, public comments, and other relevant considerations; and,

WHEREAS, the Moderate Income Housing Element and the policies contained therein may be amended from time to time by the Tooele City legislative body to reflect the changing policies and values of the elected officials and the public; and,

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

WHEREAS, the City has proposed amendments to the Moderate Income Housing Element, as shown in the attached **Exhibit A**; and,

WHEREAS, on September 14, 2022, 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 B**); and,

WHEREAS, on September 21, 2022, the City Council convened a duly-advertised public hearing:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that:

1. this Ordinance and the Moderate Income Housing element amendments proposed therein are in the best interest of the City in that they will facilitate a reasonable opportunity for a variety of housing to meet the needs of people desiring to live in the community and allow persons with moderate incomes to benefit from and fully participate in all aspects of neighborhood and community life in Tooele City and are consistent with the General Plan; and,
2. this Ordinance and the Moderate Income Housing element amendments proposed therein are in the best interest of the City in that they fully comply with and exceed the requirements and objectives of Utah State House Bill 462 (2022) for identifying and implementing strategies and methods through which moderate income housing is encouraged and maintained within the community; and,
3. the Moderate Income Housing element of the General Plan is hereby amended 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 _____, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

Approved as to Form:

Roger Baker, City Attorney

EXHIBIT A

MODERATE INCOME HOUSING PLAN



**MODERATE INCOME HOUSING PLAN
TOOELE CITY - 2022**

**PERPARED BY
TOOELE CITY COMMUNITY DEVELOPMENT DEPARTMENT**

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On August 21, 2019, the Tooele City Council approved an ordinance enacting Chapter 7-14a addressing accessory dwelling units. This ordinance permits detached, attached and interior accessory dwelling units for properties that meet certain qualifications of lot size, setbacks, parking and so forth. Having the Accessory Dwelling Unit ordinance complete, Tooele City will now begin implementing this ordinance through the building permit process.....	27
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Tooele City Code already permits General Fund subsidies and the Tooele City Council is considering increasing these for moderate income housing. Any time impact fees are waived there is a requirement that the fee is made up for through General Fund subsidies.	30
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In many older areas of Tooele City there are some legally non-conforming duplexes, apartment buildings and other housing units that were constructed prior to existing zoning codes. These non-conforming units are protected by Tooele City Code Chapter 7-3; Non-Conforming Uses. This ordinance permits non-conforming buildings and land uses to persist in perpetuity as long as there is not a cessation of use greater	

than one year and also permits the re-construction of non-conforming buildings if destroyed by fire or other calamity. There are no plans to change or otherwise amend this ordinance and these non-conforming, potentially moderate income housing units will continue without challenge by Tooele City. ... 30

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INTRODUCTION

House Bill 295

Utah’s affordable housing legislation (HB295) aspires toward a community’s housing market meeting the homeownership desires of all moderate, low and extremely low income households. The legislation encourages a community to provide a “reasonable opportunity for a variety of affordable housing for moderate income households.” The results of this housing needs analysis demonstrates that the Tooele City housing market satisfies the requirements of HB295. The City housing market has a substantial number of *homeownership* opportunities for moderate income households while affordable housing opportunities for low and extremely low income households, as shown by household data, tend to be limited.

City General Plan

Tooele City adopted a General Plan with a Land Use Element on December 16, 1998, which Land Use Element has been amended many times for individual areas or projects. A new General Plan was adopted in December 2020, with updated plan elements, including and updated Land Use Plan. The moderate housing plan fits into the City General Plan as one on the guiding elements of the total plan. Each department coordinates with the Community Development Director, Public Works Director and the City Engineer, to maintain, replace, and expand City services and utilities as needed. The Community Development Department uses the General Plan Elements to regulate and guide new developments to provide a balanced and diversified housing inventory.

Regional Planning

The three main population centers in Tooele Valley are separated by large tracts of land predominately rural in nature with single-family homes on large parcels. Grantsville City has expanded its corporate boundary eastward to Tooele City and Erda City incorporated in 2021 to occupy portions of those unincorporated tracts. No coordination has occurred with the other entities in the development of a moderate-income housing plan. Tooele County Housing Authority and Utah Housing Corporation have constructed 11 of their 16 low income or tax credit housing communities in Tooele City. Tooele City is the only urban area in the Tooele Valley with a sizable and diverse housing inventory that provides for all income levels, though Grantsville City is also experiencing rapid growth.

City Growth Pattern

Despite the housing construction recession of 2007, residential construction and home sales in Tooele City are strong and have grown significantly since 2018. Similar to the statewide trend, sales of existing homes are at record levels and the median sales price of a single family home has increase by 75% in 2017 to \$210,000, and since then to over \$350,000.

Tooele City has experienced rapid population growth over the last 3 decades (Chart 2). From 1980 to 1990, the City experienced a negative growth rate of -3.13% a possible result of local mine closures. From 1990 to 2010, the housing boom of the Wasatch Front Counties spilled over into the Tooele Valley with 62% and 40% growth rates respectively, in spite of a building recession from 2007 to 2011. From 2010 to the 2016 ACS Census shows a low 3.7% growth rate for Tooele City and market indicators predict a growth rate increase in the near future as new subdivisions and apartment projects are completed.

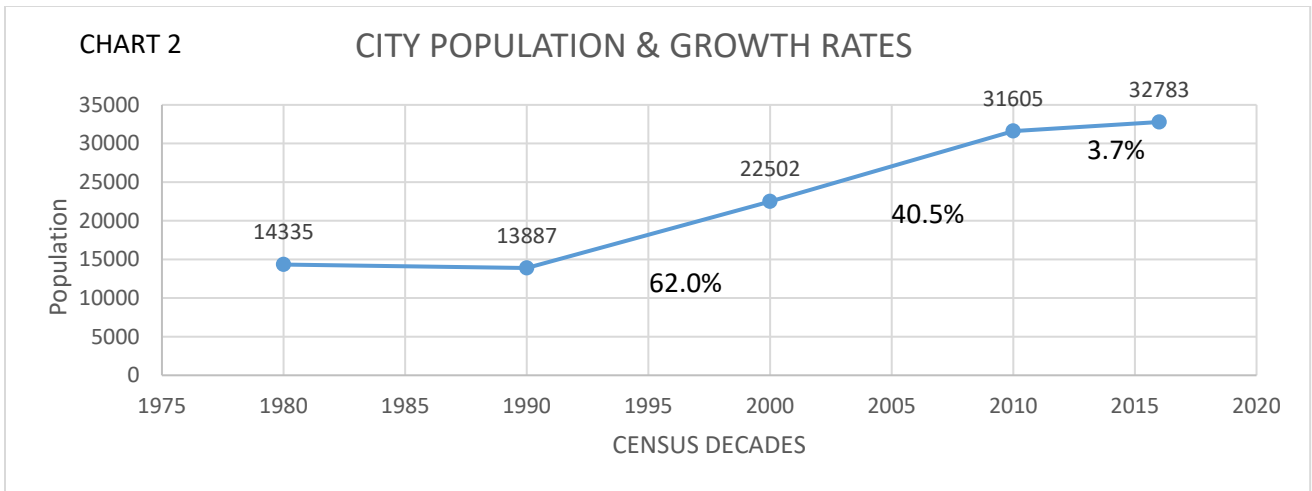
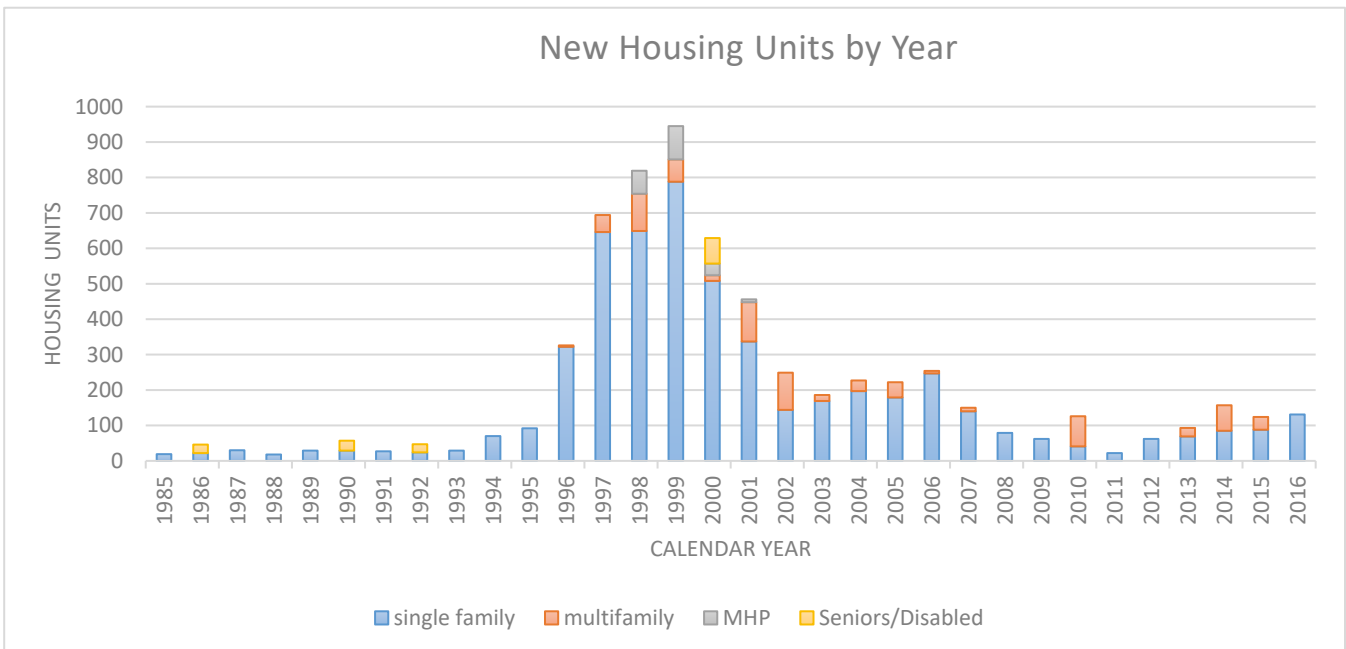


Chart 1 shows housing units constructed each year including new Mobile Home units in Mobile Home Parks, Elderly and Disabled housing units constructed in each year. Single-family detached homes are the preferred housing unit constructed in Tooele City over the last 30 years.

Tooele City, at 32,763 is the largest City in Tooele County comprising half of the County’s 2016 population of 65,285. The high growth rate of Tooele City and Tooele County in the past 25 years has been the result of the Wasatch Front’s soaring housing costs and diminished land availability. Tooele City’s rapid growth started in 1994, peaked in 1999 with over 900 new housing units and then declined to a low of 186 housing units in 2003. The market attempted to recover until 2006 but declined again until 2011 with just 21 housing units. Since 2011, housing construction has increased to just over 130 housing units per year in 2016.

Chart 1



Source: Tooele City Building Department

Commuting Patterns

The majority of Tooele County's working age population commute for employment. Each workday more than 18,000 County residents leave the county for work in Salt Lake, Utah, Davis, Weber Counties. Tooele County has an out-commuting ratio of 3.11 which means a little over 3 residents leave Tooele County for employment each day, while one resident lives and works in Tooele County. The mean travel time of residents of Tooele City is 28.4 minutes which does not deter new home buyers from selecting Tooele City. (Source: U.S. Census ACS 2016)

New Housing Construction

Apartment communities (rent assisted and market rate) show a very low vacancy rate at or below four percent. Rent assisted communities are full with waiting lists and the four large market rate projects in the City have very low vacancy rates. Rents in Tooele have also increased. Two of the newest apartment communities report rents for 3 bedroom units at \$950 to \$1300 per month and the communities are 99% occupied. (Source: Tooele County affordable housing needs assessment - 2018)

Housing market indicators point to a housing shortage in Tooele City with increasing prices for both homeownership and renters and very low vacancy rates. Currently, most major housing market in Utah face similar conditions. Housing demand is outpacing the supply of new homes and apartments.

Tooele City residential construction for the last 5 years has been relatively slow compared to the housing market in the Wasatch Front counties that have recovered from the 2007 construction recession. Few new single-family housing subdivisions were completed in Tooele City between 2006 and 2016 and, as a result of this lack of new building lot inventory, Tooele City may experience a slowdown in single-family home construction in 2018.

Community Sentiment

Community sentiment towards growth was noted during public hearings for the adoption of the City General Plan with the Land Use element in December 16, 1998. The public was not in favor of large high density housing projects and expressed concerns about traffic, noise and higher taxes. The consensus of the hearings was for a balanced mix of housing styles which would permit residents to select from single family homes, condominiums, townhomes, apartments, mobile homes, and senior housing. The lot sizes would range from 1 and 5 acre lots for larger homes, 10,000 to 14,000 square foot lots for large to moderate sized homes and 7,000 to 8,000 square foot lots for moderate to small homes. The mix would be predominately single family homes.

Procedures and Definitions

City Staff utilized the Utah Affordable Housing Forecast Tool (UAHFT) to analyze housing needs in the community, based upon the affordability of the existing housing stock. The UAHFT is a housing needs model that projects housing demand based upon current trends of housing affordability and projected population increases. Data for the model was obtained through the US Census, the US Department of Housing and Urban Development, the Utah State Governor's Office of Planning and Budget (GOPB) and other sources. Findings for the models are summarized throughout this study.

The following terms are commonly used throughout this document:

- **Affordable Housing:** Housing for which the occupant is paying no more than 30 percent of his or her income for gross housing cost, including utilities.
- **Area Median Income (AMI):** the Area Median Income is a statistic generated by the U.S. Department of Housing and Urban Development (HUD) for the purposes of determining the eligibility of applicants for certain federal housing programs.
- **American Community Survey (ACS):** the American Community Survey is an ongoing survey by the U.S. Census Bureau. It regularly gathers information previously contained only in the long form of the decennial census, such as ancestry, educational attainment, income, language proficiency, migration, disability, employment, and housing characteristics. Sent to approximately 295,000 addresses monthly, it is the largest household survey that the Census Bureau administers.
- **Utah Affordable Housing Forecast Tool (UAHFT)** is a housing needs model that projects housing needs based upon current trends of housing affordability and projected population increases.
- **Low to Moderate Income Households (LMI):** Low to Moderate Income Households refer to Households whose income does not exceed 115 percent of the median income for the area when adjusted for family size.
- **U.S. Department of Housing and Urban Development (HUD):** HUD is a cabinet department in the Executive branch of the United States federal government. HUD's Comprehensive Housing Affordability Strategy (CHAS) also makes available, projections of needs for affordable housing for the three moderate income target groups.
- **Cost burdened households:** Households spending more than 30 percent of their income for housing cost are considered to be cost burdened.

Population

Current Demographics

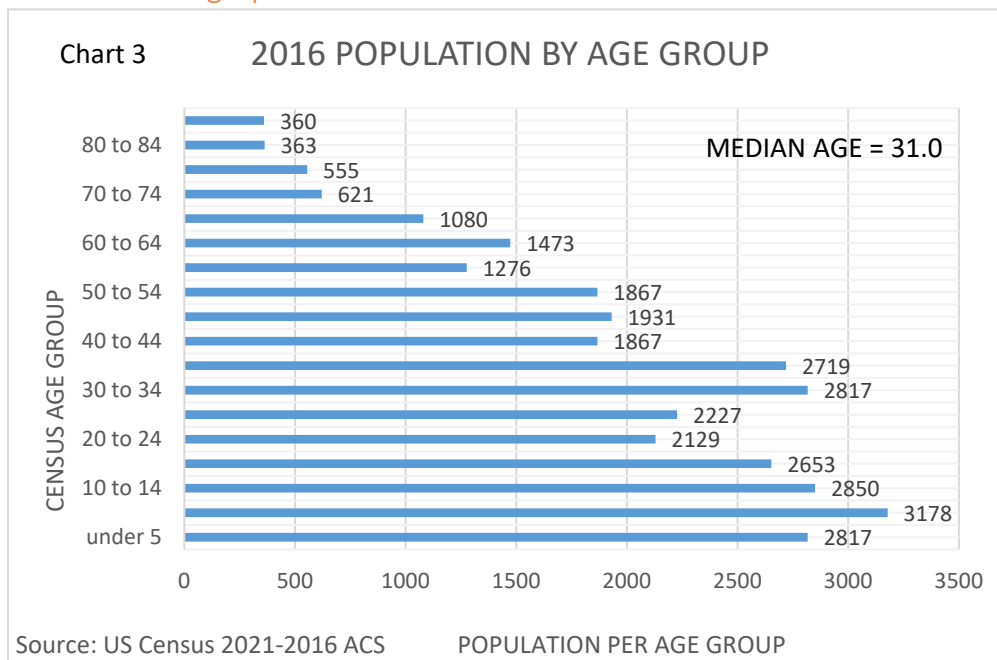


Chart 3 shows Tooele City as having a median age of 31 years. The chart also shows that the young adult age group (20 to 29 years) drops which is probably a result of young adults leaving home for college and additional job opportunities in adjacent counties. The adult age group of 30 years and older reflects a significant number of families returning to or

migrating to Tooele City from the Wasatch Front counties. A survey of new residents signing up for City utilities, shows most new families have moved to Tooele City because of Tooele City’s more affordable housing .

The US Census numbers show Tooele City Population increasing from the 2010 Census population of 31,605 to 32,783 in 2016 with a growth rate of 3.6%. In the same period, Tooele City issued building permits for 380 single family homes and 132 apartment units. The demographics of the 2016 Census estimates demonstrates that family migration (30 to 40 years old) to Tooele City is still occurring (Chart 3).

Households within Targeted Income Groups

An effective indicator of the need for affordable housing is the number of households experiencing housing cost burdens. This data is provided by HUD’s Comprehensive Housing Affordability Strategy (CHAS). If a household is paying more than 30 percent of their income for housing and utilities, that household has a “housing cost burden.” If a household is paying more than 50 percent of their income for housing, that household has a “severe housing cost burden.”

Table 1

HUD CHAS 2015 HOME OWNER - RENTERS COST BURDEN 30% AND 50% TOOELE CITY			
Income by Cost Burden (Renters only)	Cost burden > 30%	Cost burden > 50%	Total
Household Income <= 30% HAMFI	505	460	640
Household Income >30% to <=50% HAMFI	305	55	475
Household Income >50% to <=80% HAMFI	240	0	550
Household Income >80% to <=100% HAMFI	0	0	240
Household Income >100% HAMFI	0	0	680
Total	1050	515	2585
Income by Cost Burden (Owners only)	Cost burden > 30%	Cost burden > 50%	Total
Household Income <= 30% HAMFI	195	130	245
Household Income >30% to <=50% HAMFI	325	155	620
Household Income >50% to <=80% HAMFI	690	95	1670
Household Income >80% to <=100% HAMFI	190	0	1145
Household Income >100% HAMFI	130	0	4030
Total	1530	380	7705
HUD CHAS 2015			

Table 2 shows the HUD CHAS Owners & Renter Data for Tooele City. CHAS estimates there are 2585 renters and 7705 owners. About 20 percent of homeowners have a housing cost burden of at least 30 Percent. The share of homeowners facing severe housing cost burdens drops to about 5 percent for 50% of income.

Table 2

Homeowners with Cost Burdens in Tooele City, 2015				
	Owners with Cost	Percent of Owners	Owners with Cost	Percent of Owners
Total	burden >=30%	burden >=30%	burden >=50%	burden >=50%
Owners	of Income	of Income	of Income	of Income
7,705	1530	19.9%	380	4.9%
Source: HUD CHAS				
Renters with Cost Burdens in Tooele City, 2015				
	Renters with Cost	Percent of Renters	Renters with Cost	Percent of Renters
Total	Burden >=30%	Burden >=30%	Burden >=50%	Burden >=50%
Renters	of Income	of Income	of Income	of Income
2,585	1,050	40.6%	515	19.9%
Source: HUD CHAS				

In Tooele City, 40.6 percent of all renters have a cost burden of at least 30%. The share of renters with a severe housing cost burden (50% AMI or less) drops to 19.9 percent. Households that have a cost burden are not receiving any housing subsidy, (tax credit, voucher, etc.).

Table 3

Tooele City has an Area Median Income of \$56,602 in 2016 which is up from \$48,133 in 2000. Stansbury Park has an AMI of \$85,297 and Grantsville has an AMI of \$64,652. Table 3 shows the income available for median income households in Tooele City, households at 50% to 80% AMI, households at 30% to 50% AMI, and households below 30% AMI. Also shown is

Tooele City 2016		
Affordable Housing Costs by Income, Tenure, Race, and Age		
Category - \$56,602/yr	Gross Monthly Income	Affordable Housing Costs
Area Median Household Income	\$4,747	\$1,424
>50%-80% AMI	\$2,667 to \$4,266	\$800 to \$1,280
>30-50% AMI	\$1,653 to \$2,666	\$496 to \$799
0-30% AMI	\$0 To \$1,652	\$0 to \$495
Median Homeowner Household Income	\$5,352	\$1,606
Median Renter Household Income	\$2,899	\$870
White Household Median Income	\$4,904	\$1,471
Hispanic Household Median Income	\$4,561	\$1,368
Elderly Household Median Income (65+)	\$3,245	\$974
Source: U.S. Census Bureau, American Community Survey. 2012-2016.		

what a household in each income group can afford to spend on housing. For example, a household in Tooele City with income at 50% AMI to 80% AMI could afford to spend, without incurring a cost burden, \$800 to \$1,280 each month. The estimated Gross Monthly Income and Affordable Housing Costs for several race and age groups are also listed. The elderly (65+) are a special needs population with the lowest median income and having many disabilities and medical needs which makes finding affordable housing difficult. The elderly are a priority concern for Tooele City.

CURRENT HOUSING STOCK

Total Housing Units

The US Census ACS 2016, shows Tooele City as having 11,040 housing units. Of the 11,040 housing units, 8,009 are owner occupied, and 2,497 housing units are renter occupied. The remaining housing units of 534 were vacant at the time of the survey.

Table 4

Tooele City Housing Units by Tenure, 2016					
Owner Occupied Units	Renter Occupied Units	Total Vacant Units	Total Occupied Units	Percent Owner Occupied	Percent Renter Occupied
8,009	2,497	534	10,506	76.20%	23.80%

Source: U.S. Census, ACS 2012-2016

Breakdown of Housing Units demographics

Table 5

Tooele City's housing inventory is predominantly detached single-family at 8,618 units (78%). A count of attached single-family units shows only 461 units (4.2%) while 2, 3 and 4 unit housing structures account for 479 housing units (4.3%). The remaining housing units in structures of 5 units or more equal 724 units for 6.5%. Mobile homes in Mobile Home Parks account for 6.9% of the housing units.

Housing Units by Units in Structure		
	Housing Units	Percent of Total
Total Housing Units	11,040	
1, Detached	8,618	78.1%
1, Attached	461	4.2%
2	179	1.6%
3 to 4	300	2.7%
5 to 9	276	2.5%
10 to 19	169	1.5%
20 or more units	279	2.5%
mobile homes	758	6.9%

Source: U.S. Census, ACS 2012-2016

Tooele City has a relatively young housing unit inventory (Table 6). Over half or 52.5% (5801) of all housing units in the City were built in or after 1990 and are no older than 30 years old. The housing units built before 1990 but after 1950 (36%) accounting for 3971 units, are of an age where upgrades or remodeling may be necessary. The housing units built before 1950 account for 11.5% (1268) of Tooele's housing inventory and are primarily located in the older homes within the central core of the City. These homes may be more affordable than newer homes but, due to advanced age may require some investment in remodeling and renovation.

Table 6

Year Structure was Built - Tooele City		
Year Built	Housing Unit	Percent of Total
2010 or after	239	2.2%
2000 to 2009	2774	25.1%
1990 to 1999	2788	25.2%
1980 to 1989	671	6.1%
1970 to 1979	1320	12.0%
1960 to 1969	1366	12.3%
1950 to 1959	614	5.6%
1940 to 1949	581	5.3%
1939 to earlier	687	6.2%
Total Units	11,040	100.0%

Source: U.S. Census, ACS 2012-2016

Table 7

The vast majority of housing units in Tooele City have 3, 4, 5 or more bedrooms (77.6%). Two bedrooms or less housing units make up only 22.5% of Tooele City housing units. This large percentage of 3, 4 and 5 bedrooms in housing units indicates that Tooele City’s housing market is dominated by large families. The 2016 US Census ACS lists the average family as 3.63 people and the average household as 3.09 people and both exceed the national average.

Number of Bedrooms in Housing Unit		
Housing Units with	Housing Units	Percent of Total
No Bedrooms	61	0.6%
1 bedroom	418	3.8%
2 Bedrooms	2,000	18.1%
3 Bedrooms	3,827	34.7%
4 Bedrooms	2,987	27.1%
5 or more Bedrooms	1,747	15.8%

Source: U.S. Census, ACS 2012-2016

Housing Units with Housing Problems, 2016	
Housing Problems	
Overcrowding	11
Lack kitchen, plumbing	0

Source: U.S. Census, ACS 2012-2016

Table 8

Overcrowding was the only housing problem noted by the ACS 2016. HUD CHAS considers more than one person per room as overcrowding.

Affordability of Existing Housing Stock

Home sales data indicates that Tooele city has a high level of affordable housing. Affordability is measured by comparing various income levels and the percentage of new units each income level can afford. In order to qualify as equally affordable, at least 50% of homes sold in a city should be affordable to the median income

level. If more than 50% of new housing units sold in the city are at or above the median income level the City has an affordable housing market. The greater the percentage, the greater the affordability. If 50% of housing units sold are below median income level the City no longer has an affordable housing market.

Median Sales Price of Single Family Homes

Table 9

Median Sales Price of Single-Family Homes in Tooele City			
2000	\$119,900	2010	\$150,000
2001	\$117,460	2011	\$125,000
2002	\$115,000	2012	\$131,000
2004	\$117,900	2013	\$143,000
2005	\$129,900	2014	\$157,500
2006	\$152,500	2015	\$172,500
2007	\$180,000	2016	\$189,500
2008	\$175,000	2017	\$210,000
2009	\$159,900	AAGR	2.90%

AAGR = average annual growth rate.
Source: UtahRealtor.Com

Housing prices in Tooele City are very affordable compared to prices in neighboring Wasatch Front counties. The City median sales price in 2017 was \$210,000. In Salt Lake County the median sales price of a single family home in 2017 was \$325,000, 55 percent higher.

Median Sales Price of a Condominium and Townhomes

Table 10

In the previous 6 years Tooele City has experienced sales price increases for single-family Homes from \$125,000 to \$210,000 in 2017. Condominiums sales price increases have also jumped from \$81,750 to \$152,000 in 2017. A 68 percent price increase in single-family homes and 86 percent price increase for Condominiums and Townhomes.

Tooele City			
Median Sales Price of Condominiums and Townhomes			
2000	\$115,463	2010	\$112,200
2001	\$91,900	2011	\$81,750
2002	\$91,995	2012	\$90,950
2004	\$84,850	2013	\$109,900
2005	\$85,950	2014	\$109,000
2006	\$101,000	2015	\$120,000
2007	\$119,900	2016	\$132,000
2008	\$136,400	2017	\$152,000
2009	\$125,000	AAGR	1.60%

AAGR = average annual growth rate.
Source: UtahRealtor.Com

CURRENT AFFORDABLE HOUSING AVAILABLE AND NEED

Table 3 lists the Gross Monthly Income and Affordable Housing Costs for the three targeted income groups. For a household earning \$28,301 (50% AMI), may afford housing costs of \$799 per month but housing costs greater than the \$799 per month would become a cost burden. Table 3 also shows the Gross Monthly Income and Affordable Housing Costs for Median Homeowners Household Income, median renter Household Income, white households Median Income, Hispanic Household Median Income, Elderly Household Median Income (65+). This table follows the recommended template for needs assessment from the Utah State Division of Community Housing.

Table 3

Tooele City 2016		
Affordable Housing Costs by Income, Tenure, Race, and Age		
Category - \$56,602/yr	Gross Monthly Income	Affordable Housing Costs
Area Median Household Income	\$4,747	\$1,424
>50%-80% AMI	\$2,667 to \$4,266	\$800 to \$1,280
>30-50% AMI	\$1,653 to \$2,666	\$496 to \$799
0-30% AMI	\$0 To \$1,652	\$0 to \$495
Median Homeowner Household Income	\$5,352	\$1,606
Median Renter Household Income	\$2,899	\$870
White Household Median Income	\$4,904	\$1,471
Hispanic Household Median Income	\$4,561	\$1,368
Elderly Household Median Income (65+)	\$3,245	\$974

Source: U.S. Census Bureau, American Community Survey. 2012-2016.

Table 11

	Owners and Renters by number w/Cost Burdens					Total
	<=30% AMI	<30% AMI to <=50% AMI	<50% AMI to <=80% AMI	<80% AMI to <=100% AMI	>100% AMI	
Owners by Income	245	620	1,670	1,145	4,030	7,705
30% Cost Burden of Owners	195	325	690	190	130	1,530
50% Cost Burden of Owners	130	155	95	0	0	380
Renters by Income	640	475	550	240	680	2,585
30% Cost Burden of Renters	505	305	240	0	0	1,050
50% Cost Burden of Renters	460	55	0	0	0	515

Source: HUD CHAS

Table 11 shows the number of households in the five target groups. HUD CHAS indicates there are 7,705 owners and 2,585 renters in Tooele City. Renter households face cost burdens also. Tables 3 and 11 lists the income levels and number of renters in the five income target groups. By HUD CHAS numbers (Table 12), Tooele City needs an additional 325 affordable owner housing units.

Tooele City has 445 subsidized rental units (see table 11) but by HUD CHAS number, Tooele City needs 965 affordable rental units which leads to a need of 520 additional affordable rental units.

Table 13

Percent of Homes Sold in Tooele City Affordable to Households at Area Median Income			
	Total Homes Sold	Affordable Homes	Percentage of Homes Sold Affordable
2012	424	414	97.6%
2013	501	491	98.0%
2014	549	519	94.0%
2015	660	632	95.8%
2016	771	740	96.2%

Source: Utah RealEstate.com

Percent of Condos Sold in Tooele City Affordable to Households at Area Median Income			
	Total Condos Sold	Affordable Condos	Percentage of Condos Sold Affordable
2012	24	24	100.0%
2013	29	29	100.0%
2014	38	38	100.0%
2015	41	41	100.0%
2016	54	54	100.0%

Source: Utah RealEstate.com

The following tables 13-16 show the availability of existing housing stock for targeted income groups for single family and condominiums or townhomes for the years 2012 to 2016.

At the Area Median Income group level, \$56,602, affordable home sales dropped from 97% in 2012 to 96.2% in 2016. Condominiums and townhomes sales at the Area Median Income level were at 100% for all 5 years.

Over 740 single family homes were affordable out of 771 sales (96.2%). This makes Tooele City very affordable at this AMI group level in 2016.

No additional housing units are required for this income level.

Table 14

At the 80% Area Median Income group level, \$45,282 (Table 14), affordable home sales dropped from 97% in 2012 to 96.2% in 2016. Condominiums and townhomes sales at the 80% Area Median Income level were at 100% or near 100% for all 5 years. This makes Tooele City very affordable at the 80% AMI. This target income group still has many choices in the purchase of a home, condominium or townhome.

At the 80 percent AMI (\$45282), Single-family home sales and Condominium or Townhome sales were well over the affordable 50% sales level hurdle. No additional housing units are needed for this income level.

Percent of Homes Sold in Tooele City Affordable to Households at 80% AMI			
	Total Homes Sold	Affordable Homes	Percentage of Homes Sold Affordable
2012	424	397	93.6%
2013	501	450	89.8%
2014	549	444	80.9%
2015	660	518	78.5%
2016	771	546	70.8%

Source: Utah RealEstate.com

Percent of Condos Sold in Tooele City Affordable to Households at 80% AMI			
	Total Condos Sold	Affordable Condos	Percentage of Condos Sold Affordable
2012	24	24	100.0%
2013	29	29	100.0%
2014	38	35	92.1%
2015	41	40	97.6%
2016	54	54	100.0%

Source: Utah RealEstate.com

Percent of Homes Sold in Tooele City Affordable to Households at 50% AMI			
	Total Homes Sold	Affordable Homes	Percentage of Homes Sold Affordable
2012	424	134	31.6%
2013	501	96	19.2%
2014	549	79	14.4%
2015	660	52	7.9%
2016	771	37	4.8%

Source: Utah RealEstate.com

Percent of Condos Sold in Tooele City Affordable to Households at 50% AMI			
	Total Condos Sold	Affordable Homes	Percentage of Homes Sold Affordable
2012	24	17	70.8%
2013	29	14	48.3%
2014	38	5	13.2%
2015	41	16	39.0%
2016	54	10	18.5%

Source: Utah RealEstate.com

Table 15

At the 50% Area Median Income group level, \$28,301 (Table 15), homes sales that were affordable dropped from 31.6% in 2012 to 4.8% in 2016.

Condominiums and townhomes sales at the 50% Area Median Income level dropped from 70.8% to 18.5% in 2016. This makes Tooele City less affordable and this target group has limited choices in home or condominium purchases. Per HUD CHAS, Tooele City, with only 37 affordable homes and 10 affordable condos, needs 48 additional affordable homes or condos at the 50% AMI level.

Percent of Homes Sold in Tooele City Affordable to Households at 30% AMI			
	Total Homes Sold	Affordable Homes	Percentage of Homes Sold Affordable
2012	424	17	4.0%
2013	501	5	1.0%
2014	549	3	0.5%
2015	660	6	0.9%
2016	771	1	0.1%

Source: Utah RealEstate.com

Percent of Condos Sold in Tooele City Affordable to Households at 30% AMI			
	Total Condos Sold	Affordable Condos	Percentage of Homes Sold Affordable
2012	24	2	8.3%
2013	29	0	0.0%
2014	38	0	0.0%
2015	41	0	0.0%
2016	54	0	0.0%

Source: Utah RealEstate.com

Table 16

At the 30% Area Median Income group level, \$16,980 (Table 16), homes sales that were affordable dropped from 4.0% in 2012 to 0.1% in 2016. Condominiums and townhomes sales at the 30% Area Median Income level dropped from 8.3% to 0% in the same 5 year period. At the 30% AMI level, home purchase options are extremely limited and condominium or townhome purchases may be unavailable. Tooele City is not affordable at the 30% Area Median Income level.

Per HUD CHAS, Tooele City needs an additional 324 affordable housing units at the 30% AMI level.

Rental rates have increased as the median sales prices have gone up. The US Census ACS 2016 shows a median rent of \$759. From a recent survey of rental rates on Zillow.com for rentals, there were only 12 homes or apartments available for rent at rates of \$700 to \$1500 per month. The newer apartments and homes are renting well above the median rate. In the 2016 rental housing market, affordable rental units are limited or not available in the newer apartment communities.

Ethnic and Racial Minority Populations

Tooele City’s population is 82% white (not Hispanic). Minorities, which includes Hispanics, comprise 18% of the total City Population. The Hispanic population is 12.9% of the City’s population and American Indian being reported for 1.4% of the City population.

Table 17

Tooele City		
Percent Share of City Population by Race		
	Number	Percent
Total	32,783	100%
White	26,919	82.10%
Hispanic	4235	12.90%
American Indian	462	1.40%
Asian	160	0.49%
Pacific Islands	82	0.25%
Black	278	0.85%
Other Race	72	0.22%
2 or more Races	575	1.75%

Source: US Census ACS 2016

Racial and ethnic minority status is correlated with poverty level. In Tooele City, 8.1% of the entire population is reported to be below the poverty level which would indicate that approximately 2,656 residents are living at or below the poverty income level set by the U.S. Census. The poverty percentage for Tooele County is 7.2% and for the entire State is 11.7%.

Poverty rates by race are identified in table 16. Because of this correlation, any deficiencies in available low and moderate-income housing units, disproportionately impacts minority populations. Of the minority population, 15% are below the poverty level.

Table 18

Tooele City			
Poverty by Race in Tooele City			
Race	Number in Poverty	Percent of Race in Poverty	US Census Table
All Races = 8.1%			
White only	1,910	7.2%	B17001H
Hispanic	467	11.2%	B17001I
American Indian	61	12.8%	B17001C
Asian	0	0.0%	B17001D
Pacific Islands	0	0.0%	B17001E
Black	21	7.8%	B17001B
Other Race	241	15.2%	B17001F
2 or more Races	91	10.1%	B17001G

Source: US Census ACS 2016

SPECIAL NEEDS POPULATION

Tooele City understands that it is important to address affordable housing for those with special needs. People with special needs may include vulnerable populations such as senior citizens, people with disabilities, the homeless or those otherwise in need of specialized or supportive housing.

DISABILITY

Table 19

Tooele City Residents with Disabilities				
Disability	Age Group	Total Pop.	Pop. w/disability	% of Total
hearing disability	Under 5	2828	0	0.00%
	5 to 17	7753	11	0.10%
	19 to 64	19008	468	2.50%
	65 - plus	2898	581	20.00%
vision disability	Under 5	2828	0	0.00%
	5 to 17	7753	37	0.30%
	19 to 64	19008	304	1.60%
	65 - plus	2898	1854	6.40%
cognitive disability	under 18	10581	560	7.20%
	19 to 64	19008	877	4.60%
	65 - plus	2898	143	4.90%
ambulatory disability	under 18	10581	90	0.20%
	19 to 64	19008	1257	6.60%
	65 - plus	2898	817	28.20%
self-care disability	under 18	10581	142	1.80%
	19 to 64	19008	367	1.90%
	65 - plus	2898	268	9.20%
independent living	19 to 64	19008	729	3.80%
	65 - plus	2898	525	18.1%

Source: US Census ACS 2016

People with disabilities under the age of 65 comprise approximately 9.0% of the City population or 2,930 people. It is estimated that 36.6% of all Americans 65 or older have some form of disability. According to the ACS approximately 1,178 individuals, or 40.6% of Tooele City residents over age 65 have a disability. People with disabilities often face financial and social difficulties that make it difficult to obtain housing. Programs that are geared toward helping people with disabilities obtain housing include: low rent and public housing voucher programs, assistance through centers of independence, employment and training resources.

The median income of an individual with a disability is usually considerably less than persons without a disability. According to the ACS, median income for disabled residents over 16 years of age, is 32.5% less than City residents without a disability of the same age. This would translate to a disabled single householder having a median income of \$38,206 which would require using a larger share of their income for housing.

Seniors-Elderly

About 9.0 percent of Tooele City population is 65 and older as of the 2016 ACS. The share of the city's population that is 65 or older is expected to remain approximately the same. As the City population ages, more families will elect to move their elderly family members to Tooele City to be near them. Some elderly residents may not be able to remain in their homes or may choose to relocate to a dwelling type that better suits their preferences and needs. The Tooele City Council recognizes the need to evaluate the housing options available to seniors wishing to remain in or move to the community.

Homeless

According to the 2016 annualized Point in Time count, roughly 0.1% of Utah's population is homeless. Although regional differences may impact the rate of homelessness, this percentage can be used to estimate the number of homeless individuals in Tooele City, which is approximately 32. Tooele County Housing authority has programs in place as noted in the Tooele County Moderate Housing Study which address this need.

Veterans

Based on the 2016 ACS, veterans account for approximately 7.6 percent of Tooele City's population, or 2,507 people. Men make up 92% of those veterans and women 8%. There are 811 veterans that are 65 years or older age, or 32.3 percent of the Tooele City veteran population. Also, 749 veterans in Tooele city were reported as having some form of disability, which amounts to 18.2 percent of the city's disabled population being veterans. Of the 1423 working age veterans (18 to 65 years old), 43% or 1084 were unemployed. There were 100 veterans reported to be living below the poverty level by the 2016 ACS. The median income of a veteran in Tooele City was reported to be \$50,533 which is 10.7 percent lower than the City as a whole. This suggests that a single income household with a veteran is less likely to afford the median housing unit in the city. Given these estimates, the City should work with the Utah Department of Workforces Services to consider strategies to lower the unemployment rate among working-aged veterans.

Victims of Domestic Violence

Victims of domestic violence receive shelter at Pathways Domestic Violence Shelter operated by Valley Behavioral Health. The facility has 16 beds and operates at high levels of occupancy. The program provides shelter for victims of domestic violence for 30 days before the individual(s) is released. In 2017 the facility served 536 individuals, 342 were residents of Tooele County. A high need, as expressed by director Elizabeth Albertson, is for transitional housing. Many of their clients do not have housing and are left to choose between homelessness or doubling up with friends/family. Pathways Domestic Violence Shelter has applied for a U.S. Department of Justice grant that would help fund and develop a 5-unit transitional housing facility. Under the terms of the grant the transitional housing would be for 6 months to 24 months. Transitional housing for this population is a high priority.

Fair Housing Status

HUD measures Fair Housing Status by the number of housing discrimination complaints in a jurisdiction. Fair Housing complaints are very low for Tooele County. Since 1994, 24 complaints have been filed. Five complaints were filed in 2012 which was the highest year. Only 3 complaints were filed in 2017. Considering the county has about 4,300 rental units, filed complaints are an extremely low percentage of the renter population. (Source: Tooele County Affordable Needs Assessment)

Availability of a Variety of Housing Sizes

Tooele City’s housing inventory is predominately single family with 3 and 4 bedrooms (61.8%). There are only 2,479 housing units (22.5%) with 2 bedroom or less within Tooele City. New homes are required by zoning to be at least 1,100 square feet which again leads to a 3 bedroom home. A majority of the homes in Tooele City have basements which have been or can be finished for additional bedrooms as the need arises.

Analysis of Special Needs Housing

There is a significant population of seniors and people with disabilities in Tooele City, currently there is a deficiency of housing specifically designed for this segment of the population in Tooele City. There are 16 low income tax credit and subsidized rental communities in Tooele County. Of the 16, 11 are located in Tooele City (Table 18) and contain 445 housing units (60.7%). The other rental communities consist of 287 units (39.3%) and are located in Grantsville, Stansbury Park and Wendover. Tooele City needs more special needs housing since all available housing units are occupied and there is a waiting list for available rental units. As the city grows, the need for specialized housing will likely continue to increase and the city should evaluate and monitor current zoning regulations to assure that there are minimal regulatory barriers to constructing this type of housing. Subsidized housing and special needs rental housing is managed by Utah Housing Corp and Tooele County Housing Authority.

Table 20

Low Income Tax Credit and Subsidized Rental Communities In Tooele City				
Apartment Community	Address	subsidy	Units	
Somerset Gardens (Senior)	143 North 400 West	RD Senior	28	
Oquirrh View Apartments (Senior)	552 North 270 East	RD Senior	16	
Canyon Cove Senior Housing (Senior)	178 East Vine St	HUD Senior	21	
Remington Park Retirement (Senior)	495 W Utah Avenue	RD Senior	72	
Lake View Apartments	742 N 100 East	Tax Credit	76	
Valley Meadows	582 N Shay Lane	Tax Credit	40	
Tooele Crown	Scattered Sites	Tax Credit	11	
Tooele Gateway Apartments	232 W Fenwick Lane	Tax Credit	130	
Westwood Mesa	780 West 770 South	Tax Credit	22	
Landmark Apartments	350 West 400 North	HUD Senior	24	
Five-Plex		Public Housing	5	
		Total	445	
Source: Utah Housing Corp & Tooele County Housing Authority				

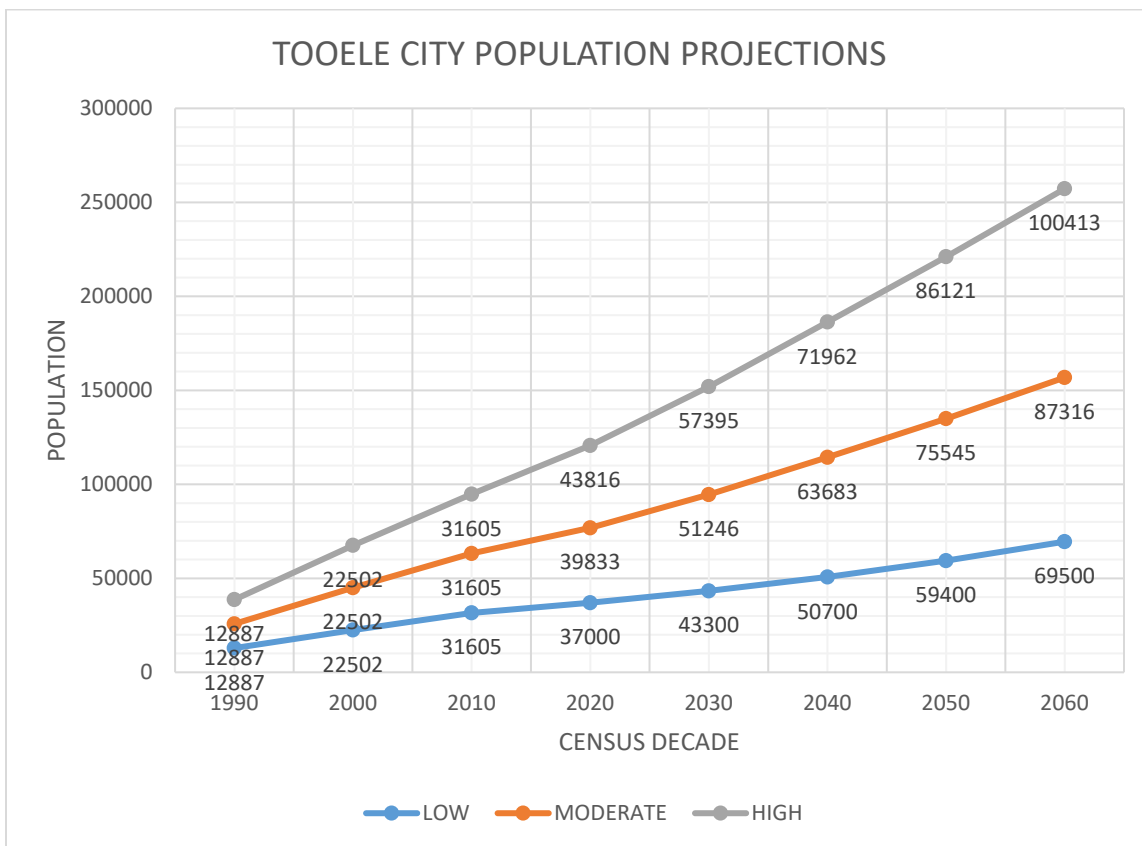
TCHA and Utah Housing Corp administer many affordable housing assistance programs as well as the many Tax Credit and subsidized rental communities. There is a home repair program, weatherization program, down payment assistance program, Security deposit assistance program, rent to own program and Section 8 rental assistance program. Not all programs are funded at any one time but the Housing Authority is constantly seeking grants and additional funding to continue the programs. TCHA is also seeking funding to construct a new housing community for low income households which it will manage because many private landlords have stop participating in the assisted rental program.

Population Projections

High, Medium and Low Population Projections

The population projection used for this study (Moderate Projection) is from the Governor’s Office of Budget and Planning with growth rates of between 16% and 29% each decade. A high and low population projection was also calculated based upon the GOBP projection. The GOBP projection is used because it tends to follow the recent growth rates. Chart 4 shows the three population projections. The high projection predicts Tooele City population to reach about 100,000 people by 2060. Assuming all growth factors such as expanded sanitary sewer facilities, expanded culinary water facilities, expanded transportation system to Salt Lake County, expanded city services and continued good economic growth continue, the moderate population projection is obtainable.

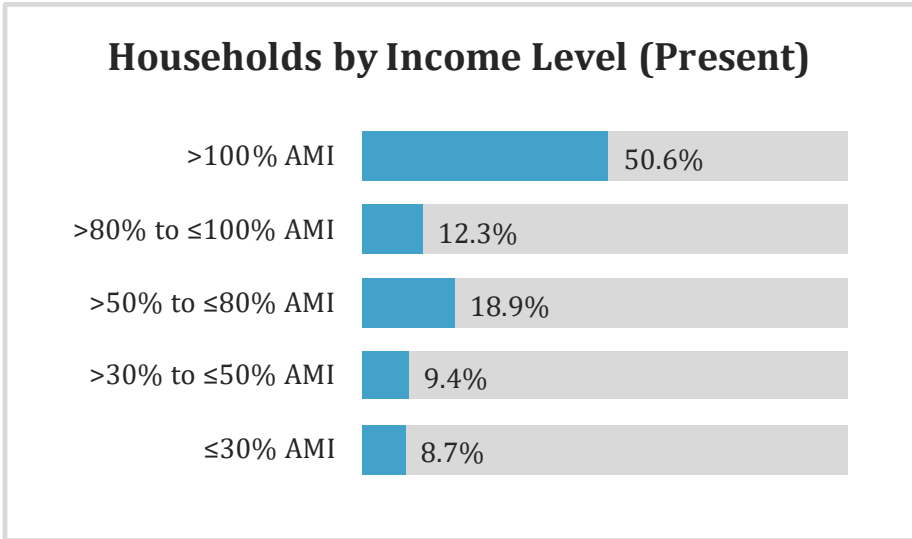
Chart 4



Estimated percentages of Targeted Income groups and Special Needs Groups

The UAHFT tool, using the moderate growth projection, shows the percent share of the City 2016 population in relationship to the AMI (\$56,605). 50.6% of the City’s population has an income at or above the Area Median Income in 2016 (Chart 5). Using the same percentage of the City population in the targeted income groups for the 5 and 10 year projections as is currently estimated by the ACS, see Chart 5. From the US Census ACS, shows 9% of Tooele’s Population is disabled, 9% are seniors, .01% are homeless (2016 annualized Point in Time), 7.6% are veteran, and approximately .005% are victims of domestic violence (342 county residents served in 2017).

Chart 5



Forecast of Affordable Housing Need

Comparing Population Projections with Expected Housing Construction

The housing construction industry in Tooele City in 2016 is still recovering from the economic recession of 2007-2011. New subdivisions are in the planning stages and builders have reported having problems finding building lots and scheduling subcontractors. In 2016, residential contractors are still trying to keep up with the expanding demand in the Tooele City market and have had to delay construction projects because of the above mentioned problems.

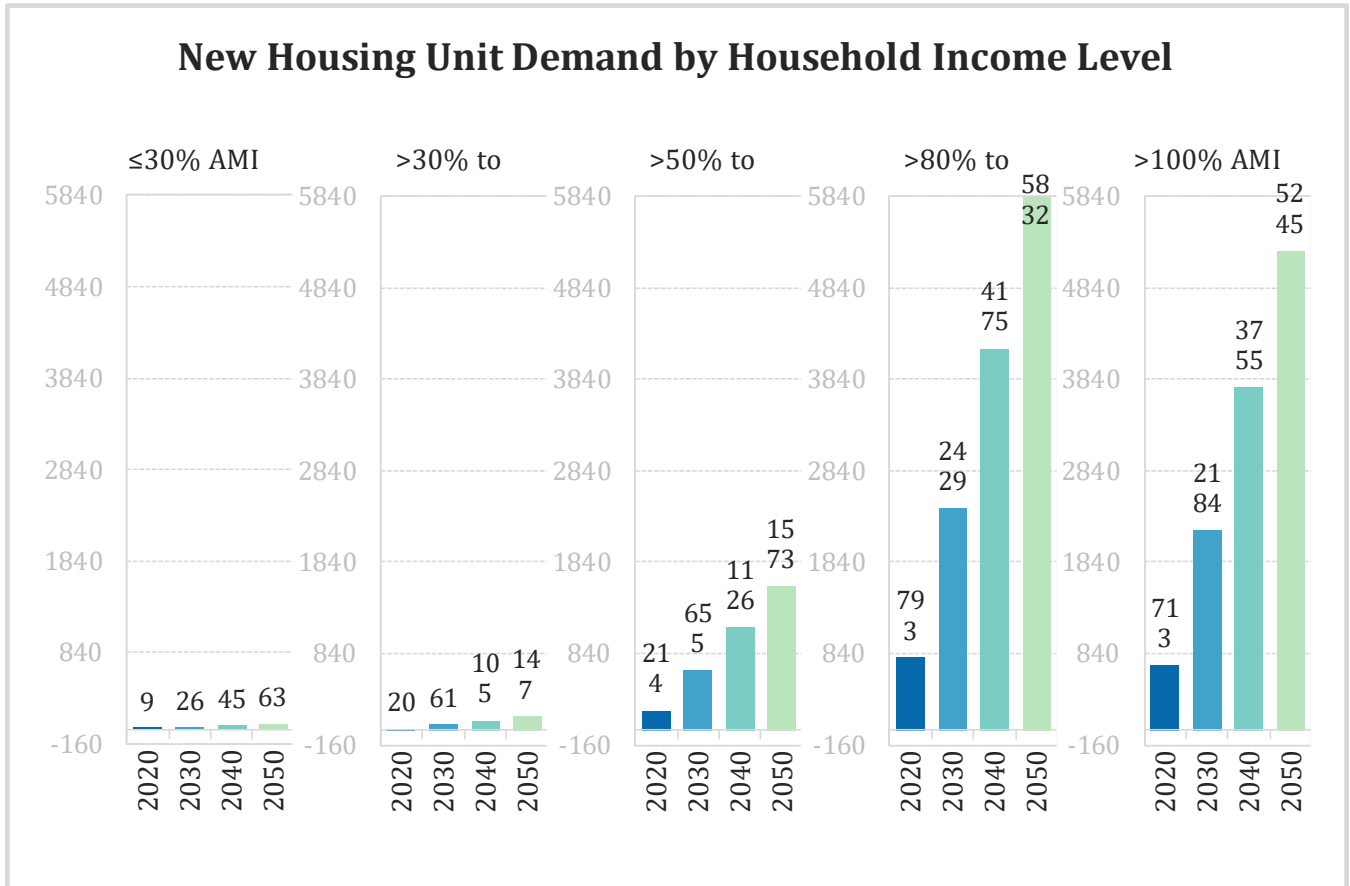
*= actual	2010	2016	2020	2025
Population for	*31,605	32,783	39,833	45,539
Projected number new housing units		*512	2,350	1,902
Projected ramp up of residential construction			600	1,250

Estimated Number of New Housing Units Needed

Income group	2020 New Housing Unit Demand	2025 New Housing Unit Demand
≤30% AMI	9	10
>30% to >50% AMI	26	31
>50% to >80% AMI	45	53
>80% to >100% AMI	63	74
Seniors	193	171
Disabled	193	171
Homeless	23	19
Veterans	178	144
Domestic Violence	12	10

Chart 6 is generated by the UAHFT tool for the 2020 through 2050 population projections for each of the 5 targeted income groups. The 2025 projections would be calculated as half of the 2030 number. The numbers are put into a simple table above. Again the special needs groups may overlap.

Chart 6



Regulatory Environment

Current Zoning and Affordable Housing

Current Tooele City does not have an ordinance specific to affordable housing. There are no fee or permit waivers or density bonuses for affordable housing. Although there are no proactive policies promoting affordable housing, ordinances or policies that prohibit affordable housing do not exist in the City’s code. Manufactured housing is permitted, high density multi-family housing is permitted, and minimum lot sizes for single-family homes are between 7,000 and 8,000 square feet, which helps with affordable housing.

The only City ordinance that may be a barrier to affordable housing or Fair Housing, is the single-family, multi-family residential standards. (Title 7, Chapters 11a & 11b) These ordinances establish minimum standards for covered parking, square footage, minimum masonry percentage and minimum architectural features such as front porches, decorative windows, articulated roof lines and articulated building elevations and others which can increase the cost of a housing unit.

Table 21

ZONING DISTRICT	TOTAL ACREAGE	USED ACRES	PERCENT OF TOTAL	VACANT ACRES	PERCENT OF TOTAL
BISON RIDGE PUD	55.29	0	0.00%	55.29	100.00%
COPPER CANYON PUD	128.74	57.1	44.40%	71.64	55.60%
GLENEAGLES PUD	17.71	6.53	37.00%	11.18	63.10%
General Commercial	988.87	171.71	17.40%	817.16	82.60%
High Density Residential	170.12	82.2	48.30%	87.92	51.70%
Industrial (heavy)	802.26	210.25	26.20%	592.009	73.80%
Light Industrial	385.93	180.94	46.90%	204.99	53.10%
Medium Density Residential	94.74	90.49	95.50%	4.25	4.50%
Mixed Use-160 acres	320.11	34.23	10.70%	285.88	89.30%
Mix Use-Broadway	22.16	18.75	84.60%	3.413	15.40%
Mixed Use-General	101.73	88.169	86.70%	13.563	13.30%
Neighbor Commercial	254.6	2.388	0.90%	252.216	99.10%
Open Space	2,196.33	109.26	5.00%	2087.07	95.00%
OVERLAKE HWY COM	16.45	14.4	87.50%	2.05	12.50%
OVERLAKE MULTI-FAMILY	15	15	100.00%	0	0.00%
OVERLAKE SINGLE FAMILY	149.39	149.39	100.00%	0	0.00%
Peterson Industrial Depo PL	273.63	267.56	97.80%	6.073	2.20%
R1-10	160.06	149.84	93.60%	10.22	6.40%
R1-12	160.58	113.231	70.50%	47.35	29.50%
R1-14	80.37	44.2	55.00%	36.17	45.00%
R1-7	3,726.67	1499	40.20%	2227.665	59.80%
R1-8	306.64	267.119	87.10%	39.52	12.90%
Research and Development	842.1	0	0.00%	842.102	100.00%
Rural Residential – 1 acre	685.81	288.363	42.00%	397.442	58.00%
Rural Residential – 5 acres	827.39	24.38	2.90%	803.01	97.10%
UNKNOWN	54.28	0	0.00%	54.28	100.00%
	12,836.97	3,884.49	30.50%	8,920.69	69.50%
Source: Tooele City Planning and Zoning					

Tooele City has annexed vast areas of vacant property in the last 30 years. A total of 20 square miles (Table 19) is zoned for development (not counting roads). Only 6.1 square miles (30.5%) is developed. The potential for future growth is high. The zone most suitable to affordable housing is the HDR High Density Residential zone (16 units per acre) with 89.92 available acres. Also the MDR zone, 4.25 available acres (8 units per acre) is suitable for affordable housing. The R1-7 zone, 2227.66 available acres (5 units per acre) and the R1-8 zone, 39.52 available acres (4.5 units per acre) are the most suitable zones for affordable single-family homes.

Plans to Meet the Affordable Housing Need

Existing Development for Affordable Housing

With housing values declining after the 1999 peak, several approved Tooele City condominium and townhome projects completed their infrastructure but ceased constructing housing units. Builders claimed they could not construct Townhomes or Condominiums that would be substantially more affordable than single-family homes and so sales ground to a halt. With today’s median home sales price at over \$210,000, Townhomes and Condominiums should now fill the price range under single-family housing. There are 221 condominium or Townhome units platted with site work completed (Table 22) where the residential buildings were never completed in Tooele City. These types of housing units tend to be more affordable.

Table 22

Tooele City unfinished Condominium and Townhome Projects					
Project Name			Total Units	Remaining Units	Project Start Year
West Point Meadows Condominium Amd			64	43	1997
Crescent Court Condominiums Amd			199	133	2001
Comiskey Park Garden Home Condos			88	8	2000
Gleneagles PUD			54	37	2001
Total			405	221	

Source: Tooele City Planning Dept.

Existing Zoning that Typically allows Affordable Housing

Table 23

Current Zoning which Facilitates Affordable Housing				
Zoning	Density Per Acre	Vacant Acres	Projected lots/units	Projected Populations
R1-7	5	2227.0	11,135	33,405
R1-8	4.5	39.5	177	533
Copper Canyon PUD	5	55.3	276	829
Gleneagles PUD	16	2.6	41	123
Crescent Ct Condos	16	7.9	133	399
West Point Meadow Condos	16	2.4	37	111
Medium Density Residential	8	4.3	19	58
High Density Residential	16	87.9	1,400	4,200
Source: Tooele City Planning Department		2426.9	13,218	39,658

Without rezoning more acreage in the future, Tooele City could grow by 13,218 affordable housing units and reach a population of 72,441. Acres set aside for parks, schools, and roads would need to be deducted. Future annexations could offset the deducted acreages. With the thousands of acres of land

surrounding the City, Tooele will continue to annex and grow as City services are increasingly necessary for the expected population growth in Utah.

Existing and Future Mobile Home Parks

Tooele City has 639 mobile home spaces in the existing eight mobile home parks. Mobile homes within a mobile home park can be an affordable housing option. Building pad rents and utilities must be calculated in order to determine the affordability of the housing unit. Tooele City does have an ordinance that would permit new mobile home parks if the need of such housing units was demonstrated to create a balance of housing units and the location satisfied proximity to major roads and commercial centers.

Strategy to meet Current and Forecasted Affordable Housing Needs

Zoning and Annexations

Tooele City does not regularly change zoning on its own, however, the General Plan Land Use Element recommends a balanced and diverse mix of residential housing units and lot sizes and each rezone request should comply with the requirements of the City's Land Use Element.

Tooele City has recently approved several rezones of undeveloped land to MR-8 and MR-16 and one rezone for high density residential uses that provides more options in lot size and residential housing unit styles such as apartments, condominiums and town houses.

- One of those developments is the Lexington Greens Multi-Family residential development. Tooele City amended the zoning map to MR-16 Multi-Family Residential zoning district. This large development includes 86.4 acres and includes 192 single-family residential lots, 276 rental apartments, and 177 multi-family residential town house style units.
- Another development approved by Tooele City that included a zoning map amendment the MR-16 zoning district, a higher density residential zone, is the Western Acres development. This development also includes a PUD overlay that permits reduced distances between buildings, reduced architectural standards for building exteriors and smaller lots sizes in the single-family residential sections. The development will yield at build out, 714 town house style units and 97 single-family residential units.

Tooele City will consider future annexation petitions and has approved one residential annexation as recently as 2015.

Tooele City's current Zoning Map provides sufficient zoning districts to meet the city's affordable housing needs through 2050. More than 2,400 acres of zoning that allows for affordable housing possibilities exists within City boundaries. All zoning change requests are reviewed individually, case by case, as they are submitted.

Tooele City has an in-fill overlay zoning district that provides incentives for residential construction in the older central City area. The incentives include smaller setbacks, reduction of water rights requirements, reduced lot frontage requirements, and increased total lot coverage.

Tooele City also has an effective PUD (Planned Unit Development) ordinance that can be applied to any residential zoning district. The PUD ordinance provides flexibility in development standards such as

setbacks, lot sizes, lot coverages and so forth. Flexibility in these standards can serve to reduce per-lot land costs and help to reduce the overall cost of housing within a development.

Strategies for Implementing the Construction of Moderate Income Housing

The Goals and Strategies should be achievable by the time of the next Moderate Income Affordable Housing Plan update.

Strategy 1 – Rezone for Densities Necessary to Facilitate the Production of Moderate Income Housing.

Tooele City has recently rezoned various properties to the MR-16 Multi-Family Residential zone permitting up to sixteen units per acre and the MR-16 Multi-Family Residential zone permitting up to 16 units per acre. Tooele City has recently created new multi-family residential zones to allow a greater variety of MR densities and products. These new zoning districts are the MR-12 and the MR-20 Multi-Family Residential zones in addition to the existing MR-8 and MR-16 Multi-Family Residential zoning districts.

Tooele City has enacted an ordinance allowing residential special districts (RSD), essentially zoning districts in which the terms are negotiated based on ordinance parameters, developer requests, and City requirements, which may include affordable housing.

Implementation Plan

Tooele City remains prepared and committed to the process of accepting and reviewing Zoning Map Amendment applications for higher density residential zones as they are submitted by property owners, developers, and others in a timely and efficient manner. Tooele City has routinely considered the potential for moderate income housing as a factor in making decisions regarding Zoning Map Amendment requests and anticipates continuing to do so.

Strategy 2 – Zone or Rezone for Higher Density or Moderate Income Residential Development in Commercial or Mixed-Use Zones near Major Transit Investment Corridors, Commercial Centers or Employment Centers.

In December 2020, Tooele City adopted a revised General Plan. Included in this revision are the Land Use and Transportation Elements. These elements will be reviewed and locations within the City near major transportation corridors, mass transit stops, future mass transit corridors and so forth will be identified and considered for medium and higher density residential zoning districts where various housing types may be constructed.

Implementation Plan

As development occurs and the inevitable expansion and evolution of the transportation system that accompanies development within Tooele City, the City continues to evaluate the Land Use Element of the Tooele City General Plan and amend the Land Use Map accordingly. Additionally, when considering Zoning Map Amendment applications, particularly when those considerations include the possibility of Moderate Income Housing, access and proximity to the transportation facilities routinely plays an important role in those considerations. Conversely, when consideration of new or expanded

transportation facilities falls to the City exclusive of development, the land uses surrounding those facilities and the joint benefit each provides to the other also plays an important role. It is not anticipated that these roles will change as development and the expansion of transportation system continues to occur.

Strategy 3 – Create or Allow for, and Reduce Regulations Related to, Internal or Detached Accessory Dwelling Units in Residential Zones.

On August 21, 2019, the Tooele City Council approved an ordinance enacting Chapter 7-14a addressing accessory dwelling units. This ordinance permits detached, attached and interior accessory dwelling units for properties that meet certain qualifications of lot size, setbacks, parking and so forth. Having the Accessory Dwelling Unit ordinance complete, Tooele City will now begin implementing this ordinance through the building permit process. In 2020, 2021 and 2022, the State Legislature mandated the removal of restrictions on ADU, and the Tooele City's ADU ordinance already complied with the mandates, except for reducing the minimum lot size for qualifying ADU lot to 6,000 square feet, which Tooele city did by ordinance amendment. The City's ADU ordinance aims to strike a public policy balance of allowing, even encouraging, ADUs without costly or overly burdensome regulations but also without unduly shifting economic burdens to the general populace.

Implementation Plan

Tooele City implemented a program and code allowance for accessory dwelling units even before the state legislature's recent actions or encouragement and mandate for cities. That program included, and continues to include, relaxed regulation to encourage the utilization of the allowance of accessory dwelling units in residential areas. Tooele City continues and will continue to support the permitting of Accessory Dwelling Units in residential areas.

Strategy 4 – Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing or any other entity that applies for programs or services that promote the construction of preservation of moderate income housing.

Work with Tooele County Housing Authority and have a City representative attend the quarterly meetings. Tooele City has the largest population in Tooele County and has the most to gain from partnering with the Housing Authority to construct more moderate income housing.

Tooele City is also working with the Utah Housing Authority, directing them to new developments where lots can be purchased and developed as moderate income housing with the assistance of subsidies and City reduction of impact fees as permitted by Tooele City Code.

In 2019-20, Tooele City worked with the Housing Authority for the approval of three subdivisions for affordable single-family detached housing: Bison Ridge, Buffalo Ridge, and Murdock. At the same time, the

City worked with the Utah Housing Corporation to pass an ordinance to waive impact fees for affordable housing. The ordinance has mechanisms in place to assure that savings generated from decreased or eliminated impact fees do not fatten the developer bottom line but are passed along to the affordable housing purchasers. The ordinance contains carefully articulated eligibility requirements and deed restriction language to achieve this beneficial public policy result. The City has approved impact fee waivers for these Housing Authority projects.

Tooele City conveyed property to the Housing Authority for the development of its Whistle Stop affordable housing project, which has been built and is successful.

Tooele City has provided regulatory and process facilitation and encouragement for the Housing Authority's joint venture with Switch Point for a new transitional housing facility for homeless persons, together with on-site support services.

Tooele City has retained outside legal counsel to assist in the development of a new ordinance on housing for the disabled compliant with the changing nuances of the Fair Housing Act.

Implementation Plan

Tooele City has codified allowed reductions and waivers of impact fees for developments that utilize state or federal funds or tax incentives to promote the construction of moderate income housing, among other methods of providing moderate income housing. Tooele City recently expanded that provision to increase the amount of reduction or waiver possible for such projects as well to more greatly expand and support the possibilities of providing moderate income housing. Tooele City also continues working with agencies to explore ways to provide the Tooele County Housing Authority and other agencies dedicate to providing moderate income housing priority access to a limited supply of water rights in order to further their affordable housing projects.

Strategy 5 – Demonstrate Investment in the Rehabilitation or Expansion of Infrastructure that Facilitates the Construction of Moderate Income Housing.

Tooele City has created In-Fill Overlay Districts applicable to older portions of the City where existing housing stock is increasingly aging and in need of renovation. The In-Fill Overlay zoning district is formulated to appropriately encourage residential development and redevelopment on lots and parcels of record that may be nonconforming or surrounded by developed land in order to more efficiently utilize residential land, existing public infrastructure, and public services.

Tooele City is always seeking ways to improve the In-Fill Overlay districts to utilize or rehabilitate existing infrastructure and make development more feasible. The City is currently considering amendments to lot width and frontage requirements that would assist subdivision of existing narrow lots into lots able to be developed with smaller and more affordable homes.

Tooele City should also seek to revise the In-Fill Overlay district area's incentives to encourage replacing or remodeling a dilapidated housing unit that may become a more affordable housing unit than new construction.

In certain portions of the City's in-fill geographic areas, requirements for transportation infrastructure construction (e.g., sidewalk) have been reduced or eliminated.

Tooele City provided a regulatory facilitation role in obtaining EPA remediation of a burned out and demolished hotel, paving the way for a new affordable housing project on Broadway Street in the City's Newtown district.

Implementation Plan

Development that occurs within the In-Fill Overlay District will continue to reduce or eliminate requirements for transportation infrastructure improvements. Tooele City has established reduced regulations for infill development, and redevelopment, in the heart of the community. Tooele City has approved a contract in the amount of \$50,000 for the preparation of a Broadway Area Master Plan, in part, to explore affordable housing opportunities in this community reinvestment area. Investment in these areas, both planning and reduction of costs to the provision of housing opportunities, is ongoing and represents an ongoing commitment on the part of the City towards meeting moderate income housing needs.

Strategy 6 – Reduce, Waive, or Eliminate Impact Fees Related to Moderate Income Housing.

Tooele City's accessory dwelling unit ordinance provides 50% reductions in impact fees for all attached and detached units. Impact fee reductions include culinary water, sanitary sewer, public safety and parks and recreation fees. Interior accessory dwelling units are exempt from payment of any impact fees; thus, the City ordinance was already in compliance with state legislation to follow the ordinance enactment

Tooele City's In-Fill Overlay districts also reduce culinary water fees by 50% which serves to encourage development of smaller less expensive lots within the City. This serves to make lots more affordable in the In-Fill areas and facilitates more affordable housing.

Tooele City ordinances permit the City Council to reduce impact fees for affordable housing units and the City should plan to partner with State organizations such as the Utah Housing Authority to encourage the construction of moderate income housing.

Implementation Plan

Tooele City has codified and implemented a reduction and waiver program for impact fees as a part of constructing attached and detached accessory dwelling units. Tooele City maintains and continues to the encouragement of development and redevelopment for properties within the In-Fill Overlay Districts. The Tooele City Council continues to consider reductions in impact fees for affordable housing units when the City partners with State, County, and other appropriate housing organizations.

Strategy 7 – Consider and Utilize General Fund Subsidies or Other Sources of Revenue to Waive Construction Related Fees that are Otherwise General Imposed by the City for the Construction or Rehabilitation of Moderate Income Housing.

Tooele City Code already permits General Fund subsidies and the Tooele City Council is considering increasing these for moderate income housing. Any time impact fees are waived there is a requirement that the fee is made up for through General Fund subsidies.

Implementation Plan

The Tooele City Council continues to evaluate moderate income housing developments and General Fund subsidies as these developments occur. This includes the supplementation of waived fees and water rights requirements to meet the full need of developments dedicated to the provision of moderate income housing beyond that allowed for waiver under adopted City Code provisions.

Strategy 8 – Preserve Existing and New Moderate Income Housing and Subsidized Units by Utilizing a Landlord Incentive Program, Providing for Deed Restricted Units Through a Grant Program or Establishing a Housing Loss Mitigation Fund.

In many older areas of Tooele City there are some legally non-conforming duplexes, apartment buildings and other housing units that were constructed prior to existing zoning codes. These non-conforming units are protected by Tooele City Code Chapter 7-3; Non-Conforming Uses. This ordinance permits non-conforming buildings and land uses to persist in perpetuity as long as there is not a cessation of use greater than one year and also permits the re-construction of non-conforming buildings if destroyed by fire or other calamity. There are no plans to change or otherwise amend this ordinance and these non-conforming, potentially moderate income housing units will continue without challenge by Tooele City.

Implementation Plan

Tooele City continues to permit legally non-conforming duplexes, multi-family residential structures, and accessory dwelling units to continue the use and maintain the opportunity for preservation of moderate income housing in perpetuity.

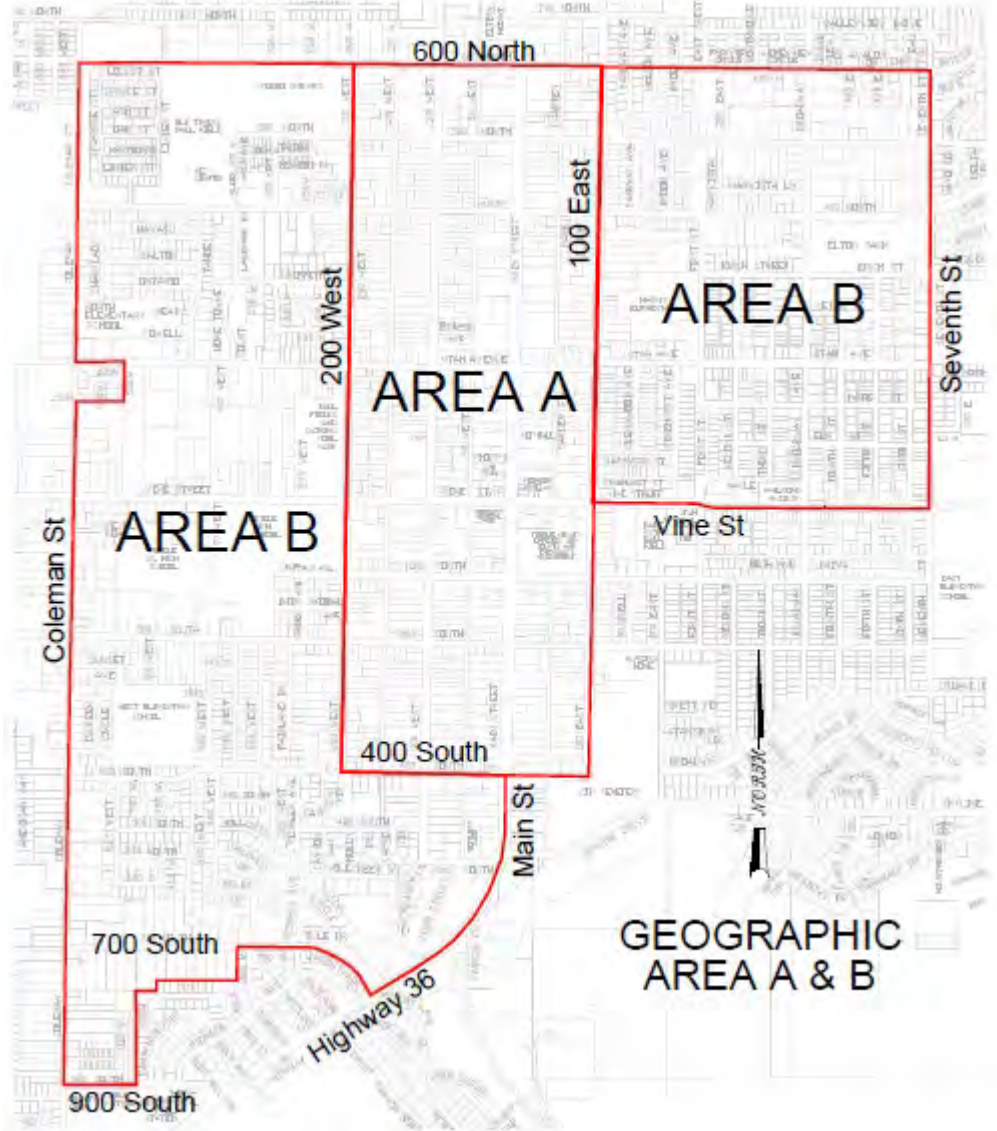
Strategy 9 – Eliminate Impact Fees for Any Accessory Dwelling Unit that is not an Internal Accessory Dwelling Unit as Defined in Section 10-9a-530.

Tooele City’s Accessory Dwelling Unit ordinance currently eliminates an ADU from conveying water rights to the City and from paying street light utility fees and storm water utility fees.

Implementation Plan

Tooele City continues to maintain codified provisions for the waiver of impact fees as a part of the City’s accessory dwelling unit ordinances regardless of the nature of the unit. This provides expanded opportunities for property owners to seek and be provided relief and encourage the construction of accessory dwelling units to support the provision of moderate income housing units.

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EXHIBIT B

PLANNING COMMISSION MINUTES

STAFF REPORT

September 6, 2022

To: Tooele City Planning Commission
Business Date: September 14, 2022

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: **Moderate Income Housing Plan – General Plan Amendment and Update**

Applicant: Tooele City

Request: Request for approval of an update to the Moderate Income Housing Element of the Tooele City General Plan

BACKGROUND

Tooele City is proposing an update to the Moderate Income Housing Element of the General Plan. The plan is essentially remaining unchanged in regards to housing and income statistics. Staff looked at updating many of the graphs and charts but there was not sufficient time to update all of the information and still meet the submittal deadline required by the Utah State Legislature. Staff will engage in amending these numbers and statistics for the 2023 update. This update is a result of the Utah State Legislature's passage of HB 462 which modifies many of the provisions of the SB 34 legislation. Those modifications do have an impact on the Tooele City Moderate Income Housing Plan. This new bill requires cities to do the following:

1. Clarifies MIH requirement and timing to amend the General Plan (Moderate Income Housing element of the Tooele City General Plan).
2. Requires the inclusion of an implementation plan to bring the MIH element to life.
3. Amends the list of strategies Cities may use.
4. Outlines the annual reporting requirement.
5. Adds priority incentives / restrictions for compliance with the MIH requirement.

This 2022 plan update is to ensure compliance with the new mandates set forth by HB 462, approved in the last legislative session.

ANALYSIS

General Plan. Tooele City's General Plan contains a five year moderate income housing element. It is required by Utah State law that the moderate income housing plan is reviewed every two years to update the plan and assess the plan's implementation. New amendments passed in the previous legislative session require cities to now update and report their plans to the Utah Department of Workforce Services on an annual basis.

Current Status of Tooele City's Moderate Income Housing Plan. After analyzing the new requirements as set forth in HB 462 Tooele City's plan is in good shape, though, the housing statistics throughout the plan are in need of an update. Due to time restrictions related to the early submittal deadline imposed by the State of Utah City staff did not have sufficient time to complete all of the detailed information. City staff will begin working on an update to the housing statistics immediately and will be prepared for the

2023 report.

The largest and most notable change required by the legislature is the addition of an implementation plan which requires cities to start taking action on the planning strategies already selected by the cities as part of the 2021 update.

Cities were originally required to choose from a laundry list of 23 planning strategies set forth by the Legislature to help encourage the construction or maintenance of moderate income housing. The following seven items were the strategies that Tooele City was already implementing or was planning to implement when the 2021 update was reported.

1. Rezone for densities necessary to assure the production of moderate income housing.
2. Encourage higher density or moderate income residential development near major transit investment corridors.
3. Create or allow for, and reduce regulations related to, Accessory Dwelling Units in residential zones.
4. Apply for or partner with an entity that applies for State or Federal funds or tax incentives to promote the construction of moderate income housing.
5. Facilitate the rehabilitation or expansion of infrastructure that will encourage the construction of moderate income housing.
6. Consider general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the City.
7. Reduce impact fees related to low and moderate income housing.

The 2022 update now includes nine housing strategies from the list of revised strategies (now 24 instead of 23) provided by the Utah State Legislature as part of HB 462. Please note the differences in the strategies. Please keep in mind that the law requires Cities to only implement three of the strategies defined in the legislation. Tooele City is implementing nine of them. The differences in strategies are a result of the changes required by the State Legislature.

1. Rezone for Densities Necessary to Facilitate the Production of Moderate Income Housing.
2. Zone or Rezone for Higher Density or Moderate Income Residential Development in Commercial or Mixed-Use Zones near Major Transit Investment Corridors, Commercial Centers or Employment Centers.
3. Create or Allow for, and Reduce Regulations Related to, Internal or Detached Accessory Dwelling Units in Residential Zones.
4. Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing.
5. Demonstrate Investment in the Rehabilitation or Expansion of Infrastructure that Facilitates the Construction of Moderate Income Housing.
6. Reduce, Waive, or Eliminate Impact Fees Related to Moderate Income Housing.
7. Consider and Utilize General Fund Subsidies or Other Sources of Revenue to Waive Construction Related Fees that are Otherwise General Imposed by the City for the Construction or Rehabilitation of Moderate Income Housing.

8. Preserve Existing and New Moderate Income Housing and Subsidized Units by Utilizing a Landlord Incentive Program, Providing for Deed Restricted Units Through a Grant Program or Establishing a Housing Loss Mitigation Fund.
9. Eliminate Impact Fees for Any Accessory Dwelling Unit that is not an Internal Accessory Dwelling Unit as Defined in Section 10-9a-530.

The main changes to the City's Moderate Income Housing Plan begin on page 26 of the plan. As City Staff was reviewing the Plan to satisfy the State's requirement to begin implementing each of these strategies it was quickly learned that Tooele City is already fully implementing the 9 strategies listed above. Amendments to the plan include the required implementation plans but since the City is already effectively conducting these strategies the implementation plan is really nothing more than a description of what the City is doing and a pledge to continue doing so as the need or request is received from the development and housing community. It really is about as simple as that.

Tooele City Staff can state with confidence that the Tooele City Moderate Income Housing plan does meet and exceed the requirements of HB 462. Once approved by the City Council the amended plan will be posted on the Tooele City website for public viewing and Tooele City will have completed its State mandated obligations for 2022.

Criteria For Approval. In considering a proposed amendment to the Tooele City General Plan, 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 General Plan Land Use Map and the goals and policies of the General Plan and its separate elements;
- (c) Consistency and compatibility with the existing uses of adjacent and nearby properties;
- (d) Consistency and compatibility with the possible future uses of adjoining and nearby properties as identified by the General Plan;
- (e) The suitability of the properties for the uses requested viz. a viz. the suitability of the properties for the uses identified by the General Plan; and
- (f) The overall community benefit of the proposed amendment.

REVIEWS

Planning Division Review. The Tooele City Community Development Department has reviewed the requirements of HB 462, passed by the State Legislature in the previous session, and has updated the moderate income housing plan to meet the requirements of the Legislative update. Tooele city's Planning Staff recommends approval of the updated moderate income housing plan.

Noticing. The amendment to the Moderate Income Housing Element of the General Plan requires a public hearing and was noticed as required by City and State Codes.

STAFF RECOMMENDATION

Staff recommends approval of the proposed amendment to the Moderate Income Housing Element of the General Plan.

This recommendation is based upon the following findings:

1. The current moderate income housing plan estimates the existing supply of moderate income housing in the City but is need of update for housing and income statistics as per the 2020 US Census. This update will be conducted in time for the 2023 reporting period.
2. That Tooele City currently implements nine of the twenty four planning strategies as outlined in the Utah State Code.
3. That Tooele City exceeds the minimum requirement of three of the twenty four planning strategies as outlined in the Utah State Code.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council to amend the Moderate Income Housing Element of the General Plan and adopt the draft Tooele City Moderate Income Housing Plan, 2022, based upon the findings listed in the staff report dated October 1, 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 to amend the Moderate Income Housing Element of the General Plan and adopt the draft Tooele City Moderate Income Housing Plan, 2022, based upon the following findings.”

1. List findings...

EXHIBIT B

PROPOSED MODERATE INCOME HOUSING PLAN TEXT

STAFF REPORT

September 7, 2022

To: Tooele City Planning Commission
Business Date: September 14, 2022

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Lexington Townhomes Phases 2 and 3 – Preliminary Subdivision Plan Request

Application No.: P21-877
Applicant: Harold Irving, representing Lexington Townhomes, LLC
Project Location: Approximately 620 West Carole's Way
Zoning: MR-16 Multi-Family Residential Zone
Acreage: 6.39 Acres (Approximately 278,219 ft²)
Request: Request for approval of a Preliminary Subdivision Plan in the MR-16 Multi-Family Residential zone facilitating the creation of 53 residential town house lots.

BACKGROUND

This application is a request for approval of a Preliminary Subdivision Plan for approximately 6.39 acres located at approximately 620 West Carole's Way (1200 North). The property is currently zoned MR-16 Multi-Family Residential. The applicant is requesting that a Preliminary Subdivision Plan be approved to facilitate development of the property as privately owned town homes and associated limited common areas and common areas.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the High Density Residential land use designation for the subject property. The property has been assigned the MR-16 Multi-Family Residential zoning classification, supporting approximately 16 dwelling units per acre. The MR-16 Multi-Family Residential zoning designation is identified by the General Plan as a preferred zoning classification for the High Density Residential land use designation. Properties located to the east, north and west are also zoned MR-16 Multi-Family Residential. Property to the south of the subject property is currently zoned NC Neighborhood Commercial. Mapping pertinent to the subject request can be found in Exhibit "A" to this report.

Site Plan Layout. The applicant has chosen to develop both phases 2 and 3 at the same time and in order to do that both applications must be processed and approved concurrently. For the purposes of this application both phases will be reviewed as one development.

It should be noted that this is not a site plan design review application. This is a preliminary subdivision plan and should be reviewed as such. The difference being a site plan design review gets into site details such as building setbacks, landscaping, parking, building architecture, site amenities, and so forth. A preliminary subdivision plan is the precursor to a final plat and is focused primarily on establishing lot lines for private ownership and common areas. However, the site plan is intricately involved in the establishment of lot lines so staff is required to review many site plan issues as part of the preliminary

subdivision plan if the preliminary subdivision plan is submitted first, which, in this case, it has been. The site plan has been included in this packet for the Commissioners' references only. Staff has reviewed the lot locations in regards to building setbacks from private roads and public roads as well as proper building separation and has confirmed that the lots, essentially the building foot prints, are placed in compliance with building setbacks of the MR-16 Zone and Tooele City Code 7-11a Multi-Family Residential Design Guidelines.

Subdivision Layout. The preliminary subdivision plan proposes the creation of 53 individually and privately owned town house style residential lots. Each lot is essentially the footprint of the townhome that will be constructed directly above. Each lot is approximately 25 feet wide and contains 1,217 square feet. There are no lot size minimum restrictions in the MR-16 zoning district. This is done purposefully to facilitate private ownership of individual town homes.

The preliminary subdivision plan also proposes the creation of limited common areas, denoted on the plan with a slanted hatch pattern. In this case limited common areas include individual town house driveways and limited front yard landscape areas. These areas are owned by the development but are limited in use to the adjacent townhome.

The remaining area denoted on the plan are the common areas. These areas include guest parking areas, roads, storm water detention basin and open space between buildings and adjacent property lines. These areas are used by all in the development and are owned and maintained by the development.

All roads within the development are private rights-of-way and will be owned and maintained by the development HOA. The roads will connect to Carole's Way (1200 North) which is a fully dedicated public road.

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

REVIEWS

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

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

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

STAFF RECOMMENDATION

Staff recommends approval of the request for a Preliminary Subdivision Plan by Harold Irving, representing Lexington Townhomes, LLC, application number P21-877, 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 Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Lexington Townhomes Phases 2 and 3 Preliminary Subdivision Plan Request by Harold Irving, representing Lexington Townhomes, LLC, creating 53 town house residential lots, application number P21-877, based on the findings and subject to the conditions listed in the Staff Report dated September 7, 2022:”

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 Lexington Townhomes Phases 2 and 3 Preliminary Subdivision Plan Request by Harold Irving, representing Lexington Townhomes, LLC, creating 53 town house residential lots, application number P21-877, based on the following findings:”

1. List findings...

EXHIBIT A

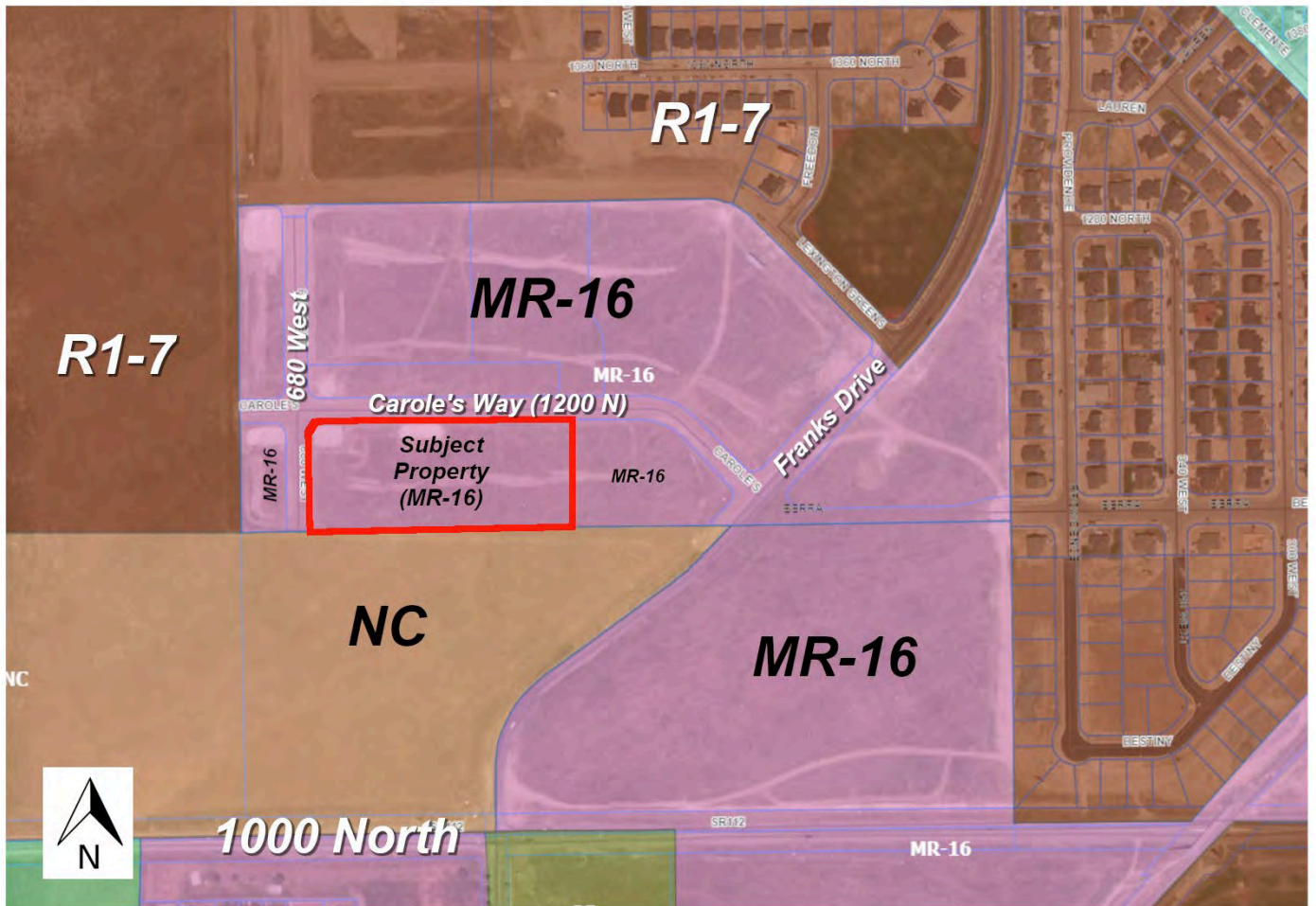
**MAPPING PERTINENT TO THE LEXINGTON TOWNHOMES PHASES 2 AND 3
PRELIMINARY SUBDIVISION PLAN**

Lexington Townhomes Phase 2 & 3 Preliminary Subdivision Plan



Aerial View

Lexington Townhomes Phase 2 & 3 Preliminary Subdivision Plan



Current Zoning

EXHIBIT B

**PROPOSED DEVELOPMENT PLANS &
APPLICANT SUBMITTED INFORMATION**

LEXINGTON TOWNHOMES SUBDIVISION PHASES 2-3

PRELIMINARY PLAT

(AMENDING LOT 201 OF THE LEXINGTON AT OVERLAKE SUBDIVISION AMENDMENT 1)
 LOCATED IN THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST,
 SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. (FOUND 3" BRASS TOOELE COUNTY SURVEYORS MONUMENT WITH RING AND LID, DATED 2000)

SURVEYOR'S CERTIFICATE

I, Douglas J Kinsman do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 334579 in accordance with Title 36, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements and have subdivided said tract of land into units, parcels, and a private street, together with easements, hereafter to be known as **LEXINGTON TOWNHOMES SUBDIVISION PHASES 2-3**, and that the same has been correctly surveyed and monumented on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land, situate in the Southeast Quarter of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and in Tooele City, Tooele County, Utah, more particularly described as follows:
 All of Lot 201 of "Lexington at Overlake Subdivision Amended 1" as recorded in the Tooele County Recorder's office, more particularly described as follows:

Beginning at a point on the South line of "Lexington at Overlake Subdivision" recorded in the Tooele County Recorder's Office as entry number 520126, said point also located on the Northwesterly line of Franks Drive, also located North 0°14'45" West 765.93 feet along the Section line and South 89°45'15" West 787.87 feet from the Southeast Quarter Corner of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, running:
 thence South 89°45'15" West 1,038.76 feet, along said South line of Lexington at Overlake Subdivision;
 thence North 00°14'45" West 241.50 feet, along the East line of 680 West;
 thence Northeastly 46.46 feet along the arc of a 29.50 foot radius tangent curve to the right (center bears North 89°45'14" East and the long chord bears North 44°52'16" East 41.80 feet through a central angle of 90°14'03"), along the East line of 680 West to the South line of Carole's Way (1200 North);
 thence North 89°59'17" East 827.75 feet along said South line;
 thence Southeastly 133.76 feet along the arc of a 170.00 foot radius tangent curve to the right (center bears South 00°00'43" East and the long chord bears South 67°28'13" East 130.34 feet through a central angle of 45°04'59"), along the Southerly line of said Carole's Way;
 thence South 44°54'43" East 167.34 feet, along the Southerly line of said Carole's Way;
 thence South 45°04'17" West and the long chord bears South 00°00'42" East 41.86 feet through a central angle of 89°33'56", along said Southerly line to the Northwesterly line of Franks Drive;
 thence South 44°38'13" West 79.90 feet, along said Northwesterly line to the Point of Beginning.

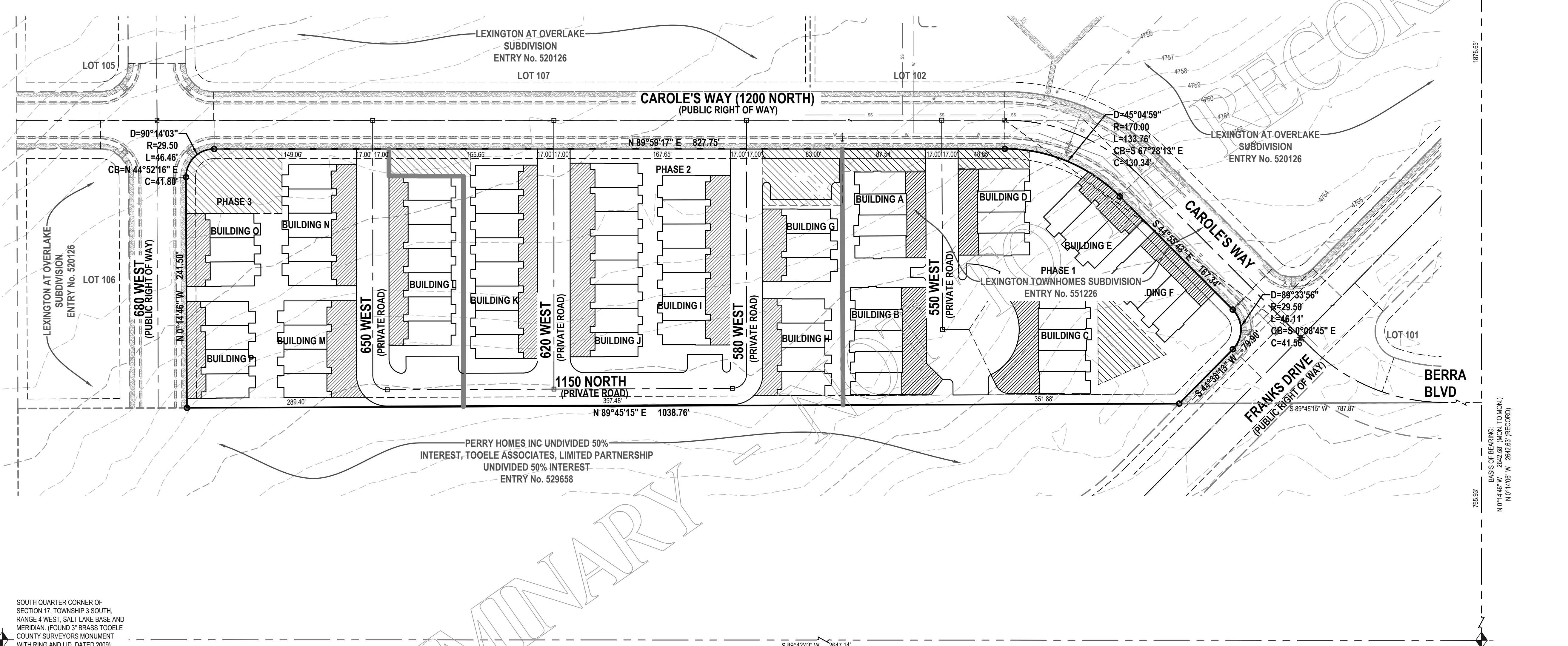
Contains 278,219 square feet or 6.39 acres.

Date
 Douglas J Kinsman
 License no. 334579



NOTES

- NO DRIVEWAYS SHALL BE CONSTRUCTED SO AS TO SLOPE TOWARD ANY STRUCTURES.
- UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS, LIMITED COMMON AREAS AND COMMON AREAS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.
- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP OR NAIL STAMPED "ENSGN ENG. & LAND SURV." AT ALL PROPERTY CORNERS.
- ALL LIMITED COMMON AND COMMON AREAS ARE OWNED AND MAINTAINED BY THE LEXINGTON GREENS HOME OWNERS ASSOCIATION, INC.



SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN (FOUND 3" BRASS TOOELE COUNTY SURVEYORS MONUMENT WITH RING AND LID, DATED 2009)

SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN (FOUND 3" BRASS TOOELE COUNTY SURVEYORS MONUMENT WITH RING AND LID, DATED 2009)

ROCKY MOUNTAIN POWER COMPANY

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. § 17-27A-603(4)(C)(III) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE P.U.E. 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 A RECORDED EASEMENT OR RIGHT-OF-WAY.
 (1) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 (2) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
 (3) ANY OTHER PROVISION OF LAW.
 APPROVED THIS _____ DAY OF _____, 20____

ROCKY MOUNTAIN POWER
 BY _____
 TITLE _____

DOMINION ENERGY

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-966-6532.
 APPROVED THIS _____ DAY OF _____, 20____

DOMINION ENERGY
 BY _____
 TITLE _____

LEGEND

	EXISTING STREET MONUMENT		ADJACENT PROPERTY LINE
	PROPOSED STREET MONUMENT TO BE SET		SECTION LINE
	SECTION CORNER		CENTER LINE
	1/2" x 24" REBAR W/ YELLOW PLASTIC CAP "ENSGN ENG. & LAND SURV." TO BE PLACED AT ALL LOT & BOUNDARY CORNERS		EASEMENT LINE
	PUBLIC UTILITY & DRAINAGE EASEMENT		RIGHT OF WAY LINE
	BOUNDARY LINE		ADJACENT RIGHT OF WAY LINE
			TANGENT LINE
			LIMITED COMMON AREA
			LEXINGTON GREENS HOME OWNERS ASSOCIATION INC. STORM WATER RETENTION EASEMENT

DEVELOPER
 ZENITH DEVELOPMENT LLC
 2040 MURRAY HOLLADAY ROAD, SUITE 204
 SALT LAKE CITY, UTAH 84117
 801-428-3755

HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE COUNTY HEALTH DEPARTMENT.

TOOELE COUNTY HEALTH DEPARTMENT

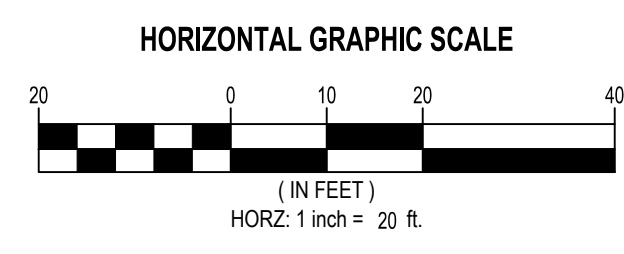
LEXINGTON TOWNHOMES SUBDIVISION PHASES 2-3 PRELIMINARY PLAT

(AMENDING LOT 201 OF THE LEXINGTON AT OVERLAKE SUBDIVISION AMENDMENT 1)
 LOCATED IN THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST,
 SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

SCHOOL DISTRICT APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE COUNTY SCHOOL DISTRICT TOOELE COUNTY SCHOOL DISTRICT	POST MASTER APPROVED THIS _____ DAY OF _____, 20____ BY THE POST MASTER POST MASTER	COMCAST APPROVED THIS _____ DAY OF _____, 20____ BY THE COMCAST CABLE COMCAST	CENTURY LINK APPROVED THIS _____ DAY OF _____, 20____ BY THE CENTURY LINK CENTURY LINK	CHIEF OF POLICE APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY CHIEF OF POLICE. TOOELE CITY CHIEF OF POLICE	FIRE CHIEF APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY FIRE DEPARTMENT. TOOELE CITY FIRE CHIEF	PARKS DEPARTMENT APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PARKS DEPARTMENT. TOOELE CITY PARKS DEPARTMENT
CITY ATTORNEY APPROVED AS TO FORM THIS _____ DAY OF _____, 20____ TOOELE CITY ATTORNEY	CITY ENGINEER APPROVED AS TO FORM THIS _____ DAY OF _____, 20____ TOOELE CITY ENGINEER	COMMUNITY DEVELOPMENT APPROVED AS TO FORM THIS _____ DAY OF _____, 20____ TOOELE CITY COMMUNITY DEVELOPMENT	COUNTY RECORDER REVIEWED THIS _____ DAY OF _____, 20____ BY THE TOOELE COUNTY RECORDER AS TO DESCRIPTION OF RECORD. TOOELE COUNTY RECORDER	CITY COUNCIL APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY COUNCIL. CHAIRMAN TOOELE CITY COUNCIL	PLANNING COMMISSION APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY PLANNING COMMISSION. ATTEST:	

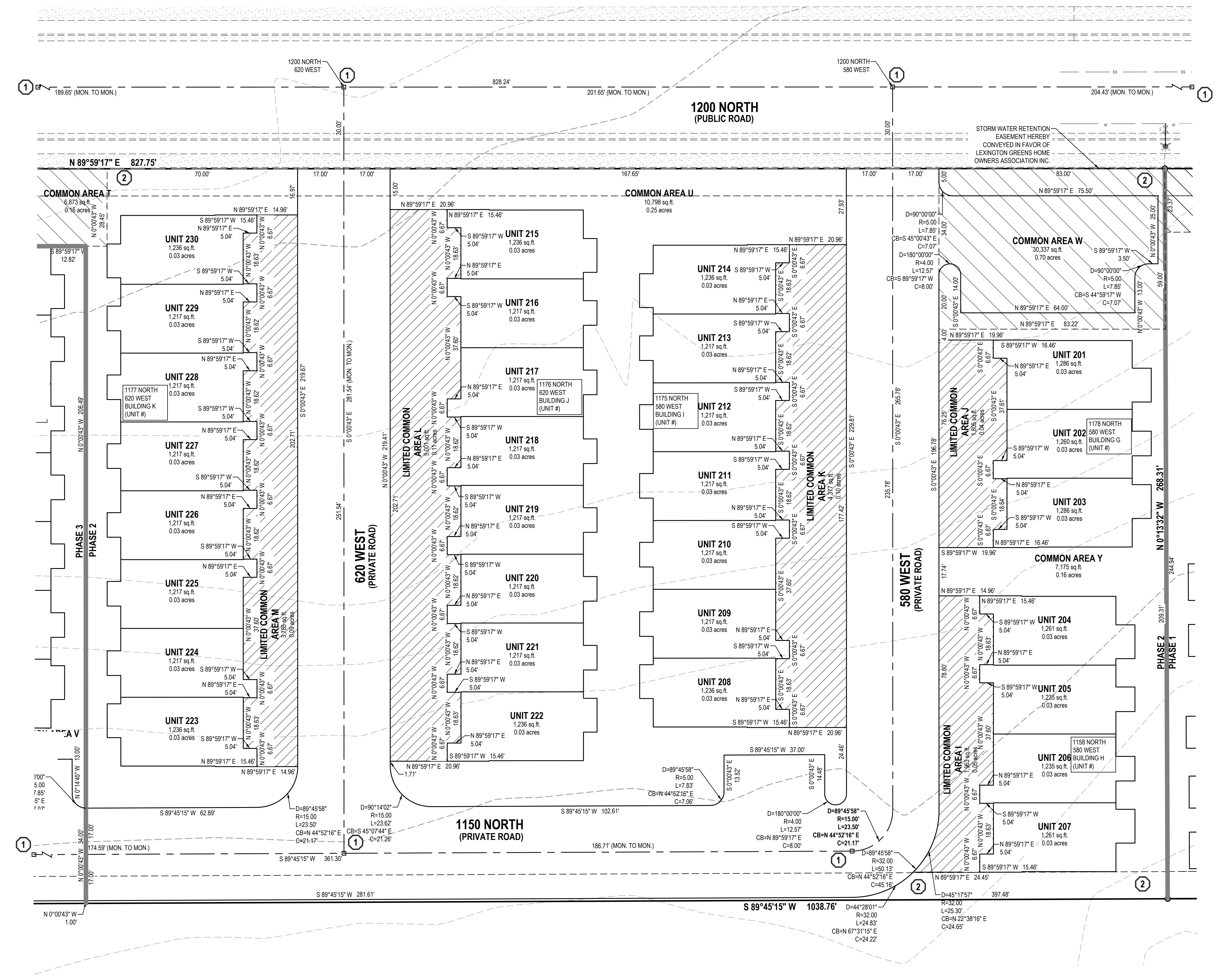
ENSIGN
 TOOELE: 160 North Main Street Unit 1, Tooele, Utah 84074, Phone: 435.843.3590, Fax: 435.578.0108
 SALT LAKE CITY: Phone: 435.581.0209
 LAYTON: Phone: 435.863.1433
 CEDAR CITY: Phone: 435.866.2983
 RICHFIELD: Phone: 435.866.2983
 www.ensigneng.com

SHEET 1 OF 4
 PROJECT NUMBER: 8260C
 MANAGER: D. KINSMAN
 DRAWN BY: C. CARPENTER
 CHECKED BY: D. KINSMAN
 DATE: 2/10/22



- KEYNOTES:**
- 1 SET STREET MONUMENT PER TOOELE CITY STANDARDS AND SPECIFICATIONS
 - 2 NO TREES OR DEEP ROOTED VEGETATION MAY BE PLANTED IN EASEMENTS
 - 3 EXISTING STREET MONUMENT

PRELIMINARY PLAT
LEXINGTON TOWNHOMES SUBDIVISION PHASE 2-3
 (AMENDING LOT 201 OF THE LEXINGTON AT OVERLAKE SUBDIVISION AMENDMENT 1)
 LOCATED IN THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST,
 SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH



LEGEND

	SECTION CORNER		LIMITED COMMON AREA
	EXISTING STREET MONUMENT		LEXINGTON GREENS HOME OWNERS ASSOCIATION INC. STORM WATER RETENTION EASEMENT
	PROPOSED STREET MONUMENT		
	SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."		
	PU&D = PUBLIC UTILITY & DRAINAGE EASEMENT		
	BOUNDARY LINE		
	CENTER LINE		
	EASEMENTS		

DEVELOPER
 BUILDING DYNAMICS
 8703 SOUTH SANDY PARKWAY
 SANDY, UTAH 84074
 HAROLD IRVING
 801-301-1549

DATE: 10/20/22 08:05:57 PM



PRELIMINARY PLAT
LEXINGTON TOWNHOMES
SUBDIVISION PHASES 2-3
 (AMENDING LOT 201 OF THE LEXINGTON AT OVERLAKE
 SUBDIVISION AMENDMENT 1)
 LOCATED IN THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP
 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,
 TOOELE CITY, TOOELE COUNTY, UTAH

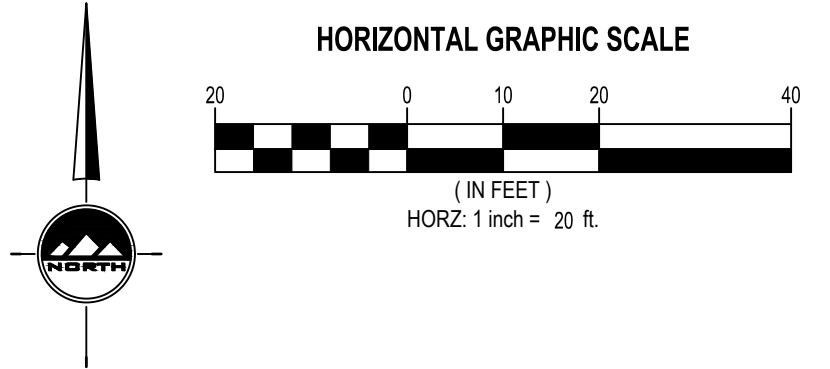
ENSGN
 TOOELE
 159 North Main Street Unit 1
 Tooele, Utah 84074
 Phone: 435.843.3590
 Fax: 435.578.0108
 WWW.ENSGNENG.COM

SHEET 2 OF 4

PROJECT NUMBER: 8280C
 MANAGER: D. KINSMAN
 DRAWN BY: C. CARPENTER
 CHECKED BY: D. KINSMAN
 DATE: 2/10/22

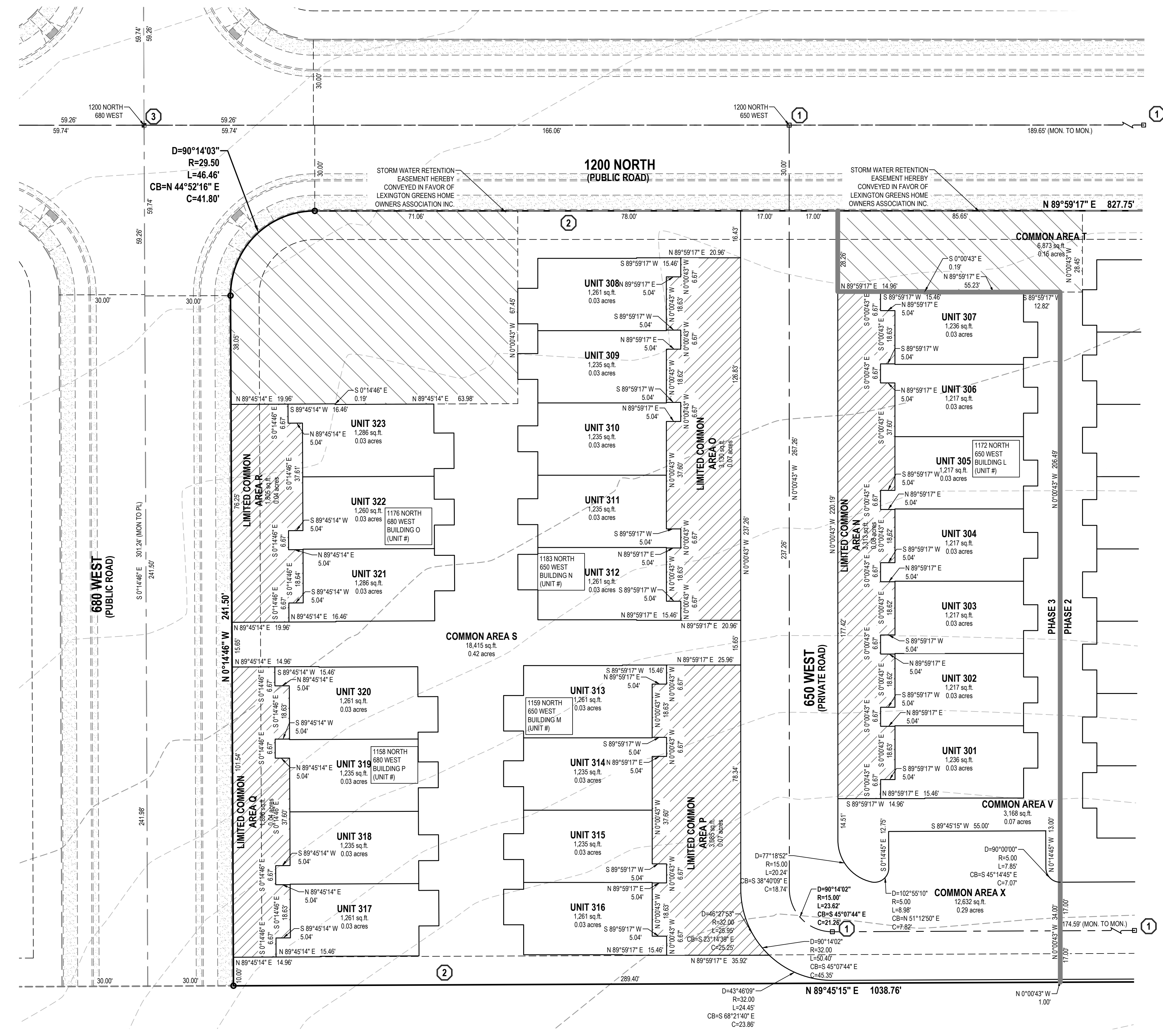
TOOELE COUNTY RECORDER

RECORDED # _____
 STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
 REQUEST OF: _____
 DATE: _____ TIME: _____
 FEES _____
 TOOELE COUNTY RECORDER



- KEYNOTES:**
- 1 SET STREET MONUMENT PER TOOELE CITY STANDARDS AND SPECIFICATIONS
 - 2 NO TREES OR DEEP ROOTED VEGETATION MAY BE PLANTED IN EASEMENTS
 - 3 EXISTING STREET MONUMENT

PRELIMINARY PLAT
LEXINGTON TOWNHOMES SUBDIVISION PHASE 2-3
 (AMENDING LOT 201 OF THE LEXINGTON AT OVERLAKE SUBDIVISION AMENDMENT 1)
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 SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH



LEGEND

	SECTION CORNER		LIMITED COMMON AREA
	EXISTING STREET MONUMENT		LEXINGTON GREENS HOME OWNERS ASSOCIATION INC. STORM WATER RETENTION EASEMENT
	PROPOSED STREET MONUMENT		
	SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."		
	PU&DE = PUBLIC UTILITY & DRAINAGE EASEMENT		
	BOUNDARY LINE		
	CENTER LINE		
	EASEMENTS		

DEVELOPER
 BUILDING DYNAMICS
 8703 SOUTH SANDY PARKWAY
 SANDY, UTAH 84088
 HAROLD IRVING
 801-301-1549

02/10/2022 6:06:03 PM



PRELIMINARY PLAT
LEXINGTON TOWNHOMES
SUBDIVISION PHASES 2-3
 (AMENDING LOT 201 OF THE LEXINGTON AT OVERLAKE SUBDIVISION AMENDMENT 1)
 LOCATED IN THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH

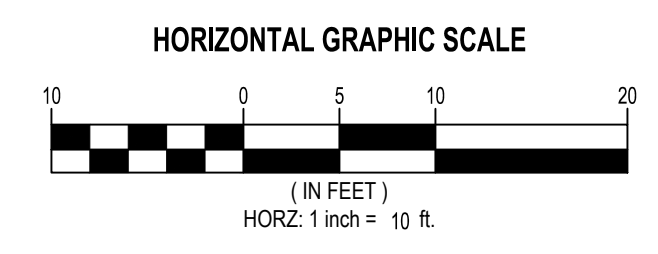
ENSGN
 TOOELE
 169 North Main Street Unit 1
 Tooele, Utah 84074
 Phone: 435-843-3590
 Fax: 435-578-0108
 WWW.ENSGNENG.COM

SHEET 3 OF 4

PROJECT NUMBER: 8280C
 MANAGER: D. KINSMAN
 DRAWN BY: C. CARPENTER
 CHECKED BY: D. KINSMAN
 DATE: 2/10/22

TOOELE COUNTY RECORDER

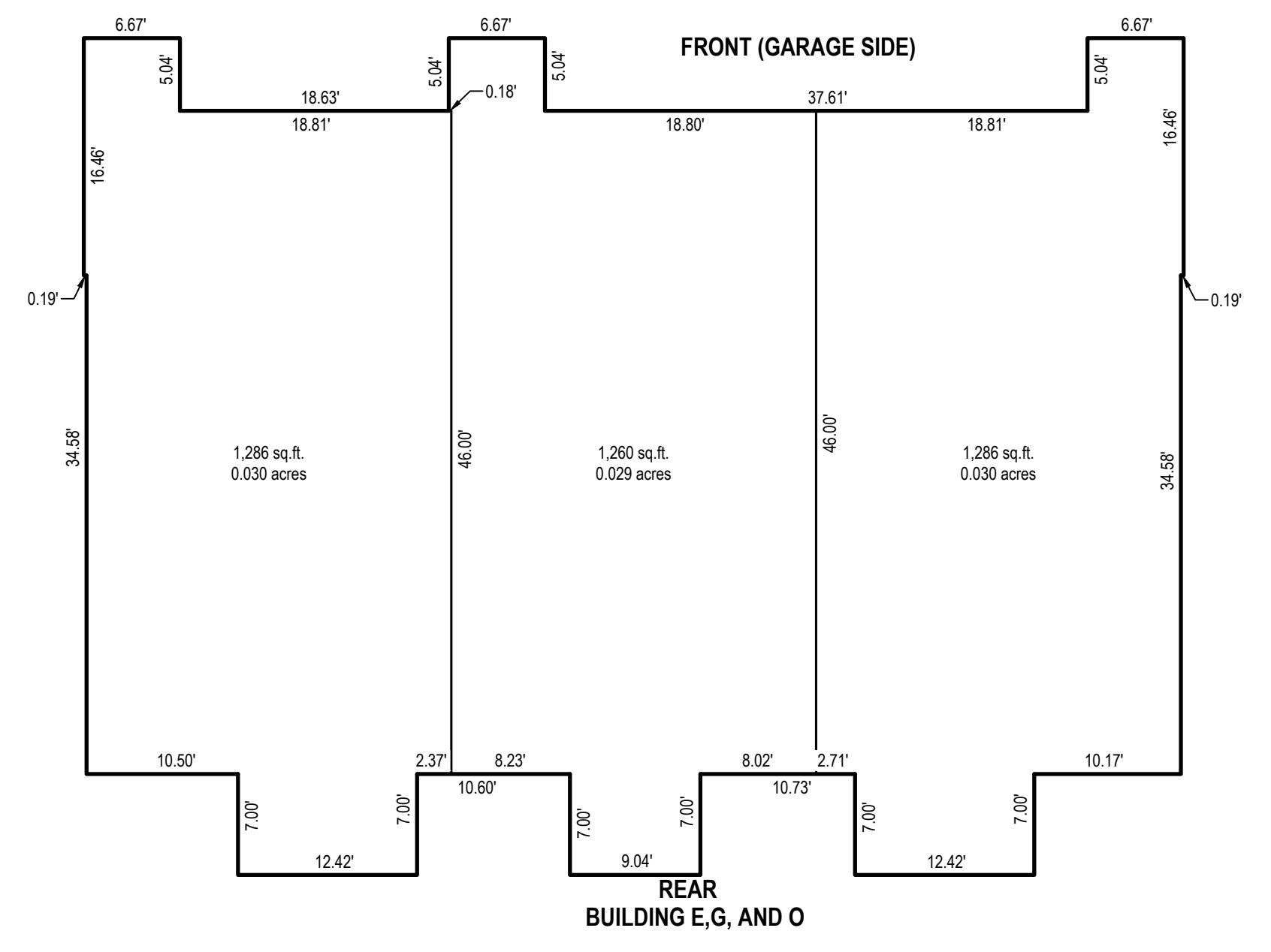
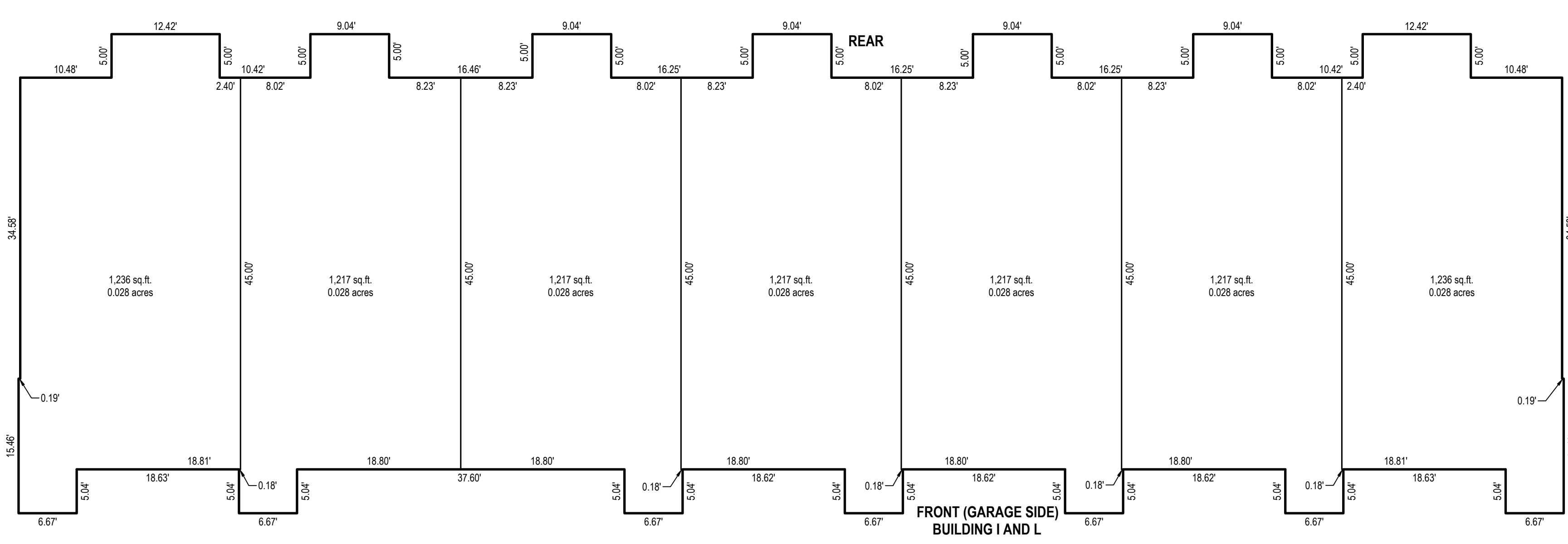
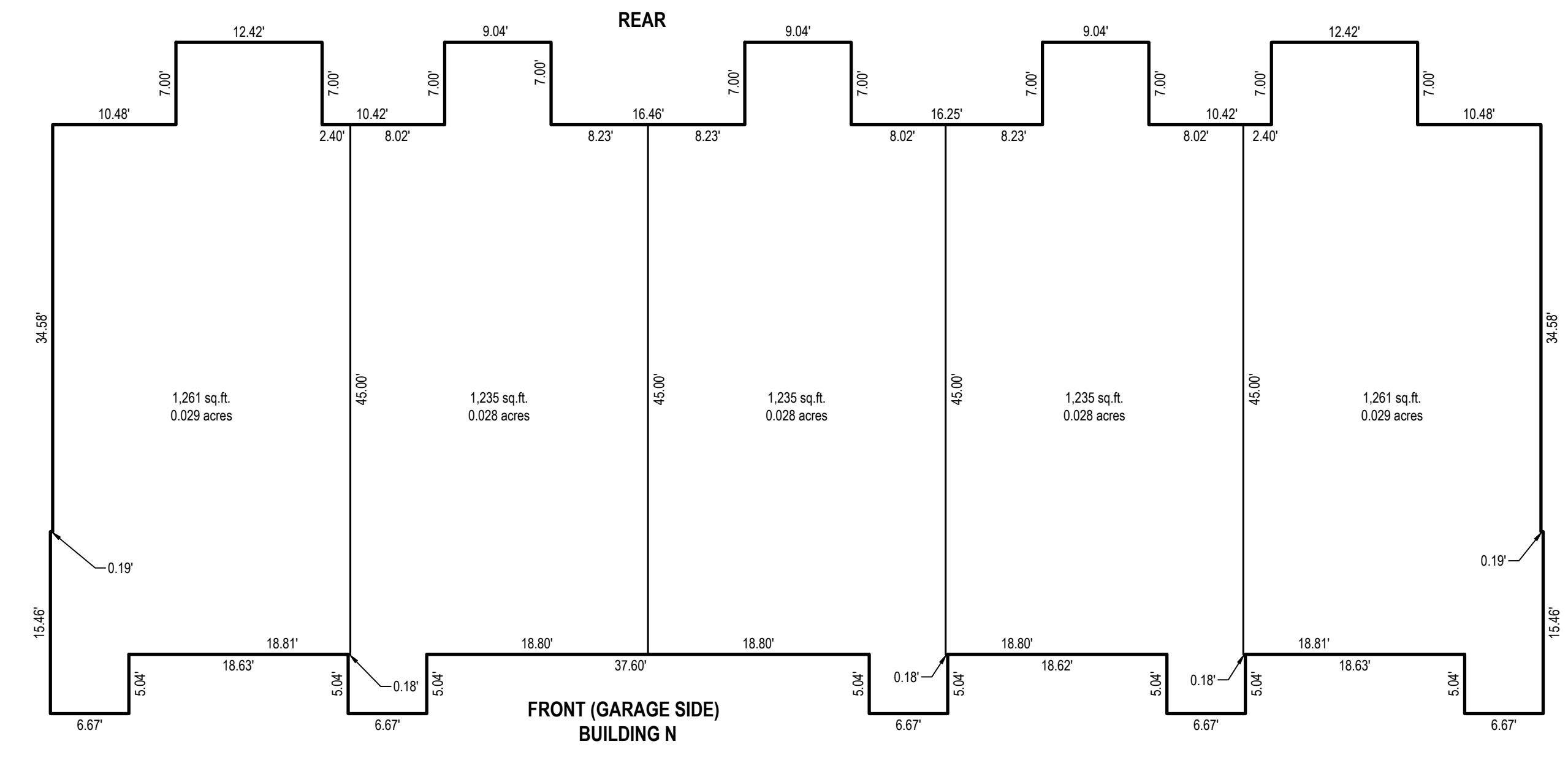
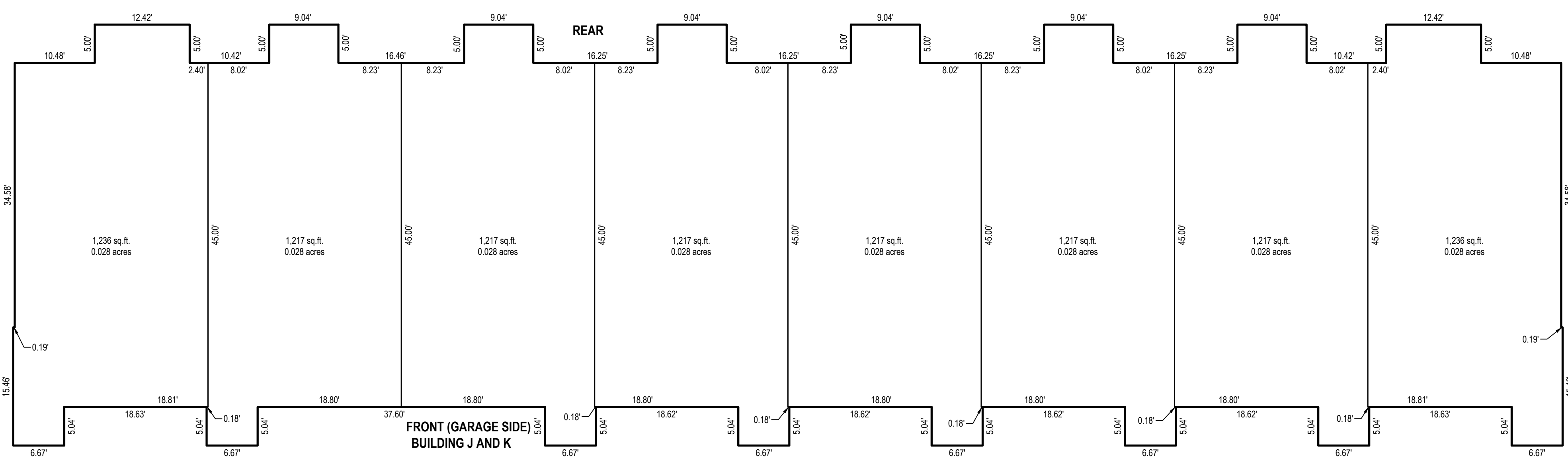
RECORDED # _____
 STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
 REQUEST OF: _____
 DATE: _____ TIME: _____
 FEES _____
 TOOELE COUNTY RECORDER



PRELIMINARY PLAT

LEXINGTON TOWNHOMES SUBDIVISION PHASE 2-3

(AMENDING LOT 201 OF THE LEXINGTON AT OVERLAKE SUBDIVISION AMENDMENT 1)
LOCATED IN THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH



DEVELOPER
BUILDING DYNAMICS
8703 SOUTH SANDY PARKWAY
SANDY, UTAH
HAROLD IRVING
801-301-1549



PRELIMINARY PLAT
LEXINGTON TOWNHOMES
SUBDIVISION PHASES 2-3
(AMENDING LOT 201 OF THE LEXINGTON AT OVERLAKE
SUBDIVISION AMENDMENT 1)
LOCATED IN THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP
3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH

ENSIGN
TOOELE
159 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435-843-3590
Fax: 435-578-0108
WWW.ENSIGNENG.COM

SHEET 4 OF 4
PROJECT NUMBER: 8280C
MANAGER: D. KINSMAN
DRAWN BY: C. CARPENTER
CHECKED BY: D. KINSMAN
DATE: 2/10/22

TOOELE COUNTY RECORDER
RECORDED # _____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
REQUEST OF: _____
DATE: _____ TIME: _____
FEES _____
TOOELE COUNTY RECORDER



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

SALT LAKE CITY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
BUILDING DYNAMICS
8703 SOUTH SANDY PARKWAY
SANDY, UTAH
CONTACT:
HAROLD IRVING
PHONE: 801-301-1549

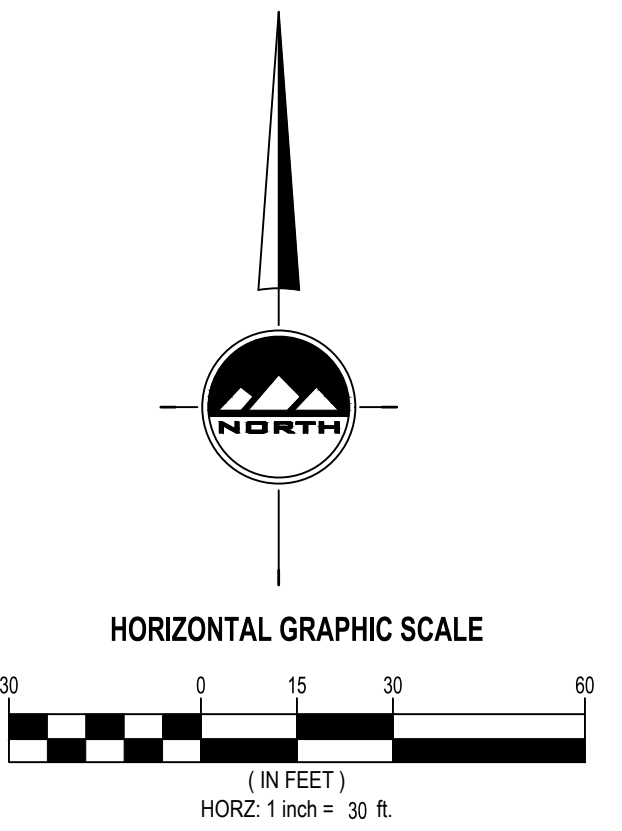
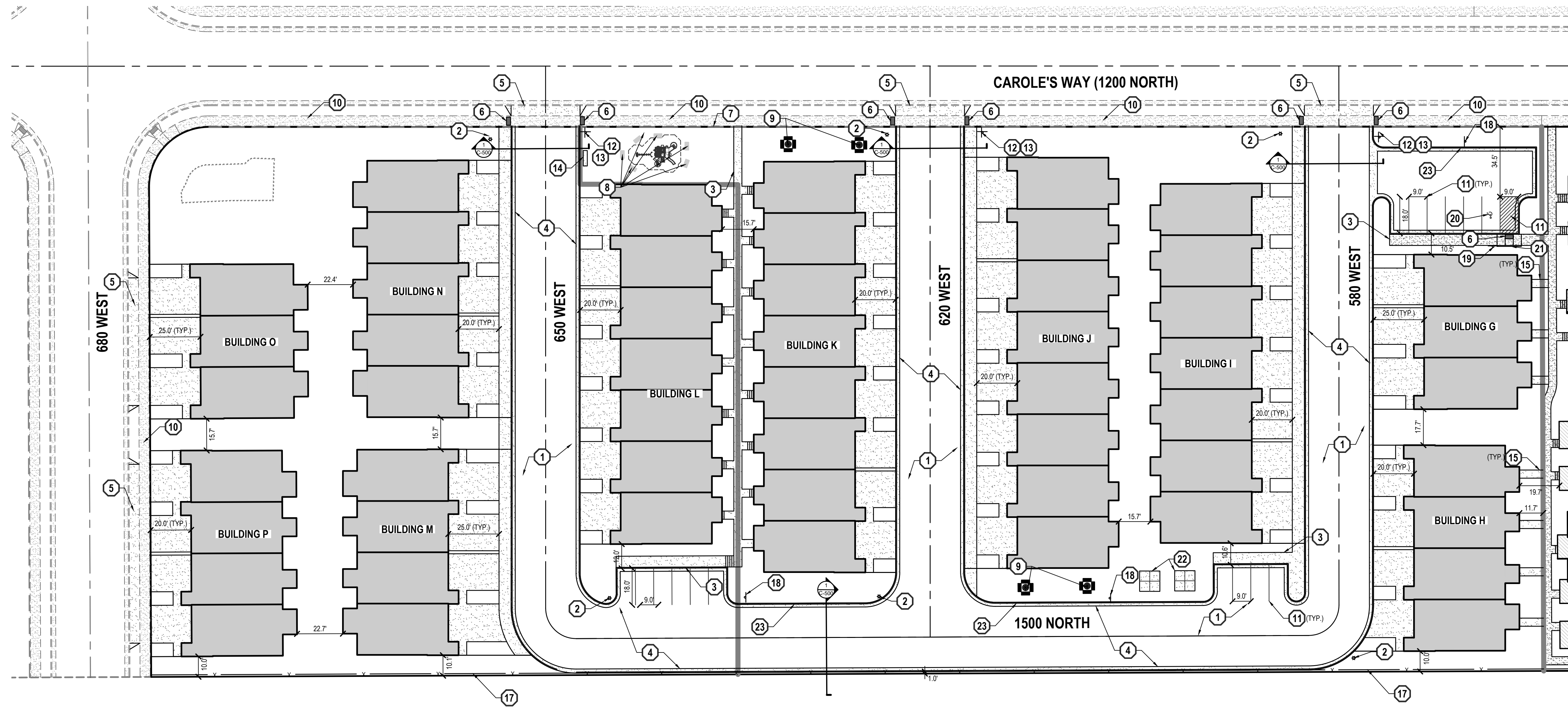
GENERAL NOTES

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

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.

- 1 ASPHALT PAVEMENT PER DETAIL 2/C-500.
 - 2 INSTALL STREET LIGHTS PER OWNER.
 - 3 4" THICK CONCRETE SIDEWALK PER APWA STANDARD PLAN NO. 231.
 - 4 24" TYPE "H" MOUNTABLE CURB AND GUTTER PER TOOELE CITY STANDARD PLAN 205R.
 - 5 DRIVEWAY APPROACH PER APWA STANDARD PLAN NO. 221.1.
 - 6 DETECTABLE WARNING SURFACE PER APWA STANDARD PLAN NO. 238.
 - 7 LIFETIME BIG STUFF SWING SET (EARTH TONE) MODEL # 90042 WITH ANCHORS
 - 8 PARK BENCHES
 - 9 TABLES WITH BENCHES PER OWNER
 - 10 EXISTING IMPROVEMENTS AS SHOWN FROM "CAROLE'S WAY" PLAN SET. PROTECT IN PLACE.
 - 11 4" WIDE SOLID YELLOW PAVEMENT MARKING PER M.U.T.C.D. STANDARD PLANS. (TYP)
 - 12 STREET SIGN PER TOOELE CITY STANDARD PLAN NO. 292R, NO. 294R, AND SPECIFICATIONS.
 - 13 "STOP" SIGN PER TOOELE CITY STANDARD PLAN NO. 294R AND M.U.T.C.D. STANDARD PLANS
 - 14 INSTALL LIGHTED SIGN PER TOOELE CITY STANDARDS, SIGN TO BE 3' MAX HEIGHT PER ASHTO SIGHT TRIANGLE REQUIREMENTS.
 - 15 STAIRS IN SIDEWALK PER DETAIL 13-14/C-500
 - 16 NOT USED
 - 17 INSTALL SOLID VINYL FENCING AND MASONRY PIERS EVERY 10 FEET. MASONRY MUST BE SIMILAR THE MASONRY USE ON THE BUILDINGS.
 - 18 "NO PARKING SIGN" PER TOOELE CITY STANDARD PLAN NO. 292R AND M.U.T.C.D. STANDARD PLANS
 - 19 "VAN ACCESSIBLE HANDICAP PARKING" SIGN PER M.U.T.C.D. STANDARD PLANS. SEE DETAIL 15/C-500
 - 20 PAINTED ADA SYMBOL AND ASSOCIATED HATCHING PER M.U.T.C.D. STANDARD PLANS. SEE DETAIL 15/C-501
 - 21 HANDICAP ACCESS RAMP PER APWA STANDARD PLAN NO. 236.3
 - 22 INSTALL 4 SQUARE SPORT COURT
 - 23 PAINT CURB RED AND PAINT "NO PARKING" IN WHITE ALONG THE FACE OF THE CURB
- NOTE: SOME KEY NOTES MAY NOT BE USED.



LEXINGTON TOWNHOMES
PHASES 2 AND 3
 680 WEST
 TOOELE, UTAH 84074

FOR REVIEW

SITE PLAN

PROJECT NUMBER: 8260H PRINT DATE: 2/10/22
 DRAWN BY: C. CARPENTER CHECKED BY: D. KINSMAN
 PROJECT MANAGER: C. CHILD

C-100



SGFT	Symbol	Common Name
2,262		BUFFALO GRASS
49,648		GRAVEL

Qty	Symbol	Common Name	Plant Size
109		Cinquefoil	5 Gallon
82		Currant Alpine	1 Gallon
132		Blue Oat Grass	1 Gallon
Total: 323			

Qty	Symbol	Common Name	Plant Size
39		LACEBARK ELM	2" Cal.
75		PURPLEBLOW MAPLE	2" Cal.
16		AUSTRIAN PINE	2" Cal.
Total: 130			

Qty	Symbol	Description
1		Wilkins Model 375, FEBCO LF860
-		Rain Bird 100-PPA Globe
-		Rain Bird XCZ-100 COM
1		Irritrol Total Control R Series
		Pipe Sleeve 2x Diameter
		Mainline: 1 1/4" Schedule 40 PVC
		XT-700 XERIGATION DRIP TUBE
		(2) XB-10 EMITTER PER SHRUB
		(4) XB-10 EMITTER PER TREE

"NOTES"
 THIS PLAN WAS DRAWN FOR GRAPHIC CLARITY ONLY. PLEASE PLACE ALL MAINLINE AND LATERAL LINES IN ADJACENT LANDSCAPE AREAS. SOME FIELD MODIFICATIONS MAY BE NEEDED TO AVOID ON SITE OBSTRUCTIONS.

- SCOPE OF WORK:**
 PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1 SOD AREA W/ RAINBIRD SPRAYED HEADS & MAXIS. SEE LANDSCAPING DETAIL SHEET L-200.
 - 2 INSTALL TREES W/ ROOT WATERING SYSTEM
 - 3 INSTALL 4" DEEP 2-3" DIA. NEPHR ROCK AND GRAVEL COLOR 'SOUTHTOWN' OR EQUIV. DECORATIVE ROCK OVER WEED BARRIER, TYP.
 - 4 INSTALL 4" METAL EDGING
 - 5 INSTALL 1 1/2" SCHEDULE 40 PVC
 - 6 NON WATERED GRAVEL AREA
- NOTE: SOME KEY NOTES MAY NOT BE USED

WATER USAGE CALCULATIONS
 LANDSCAPE USAGE: AREA X WATER USAGE PER ACRE

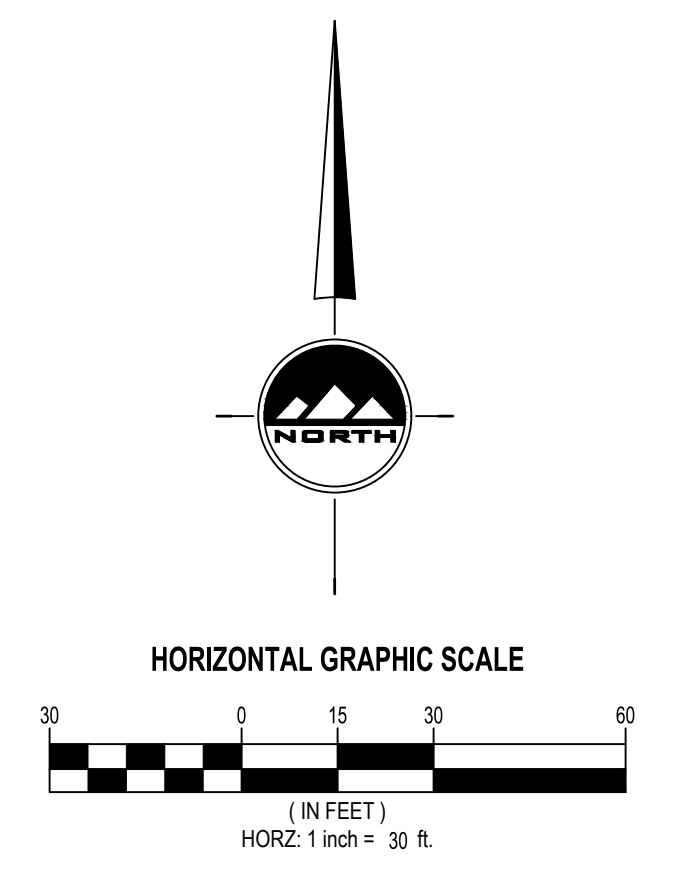
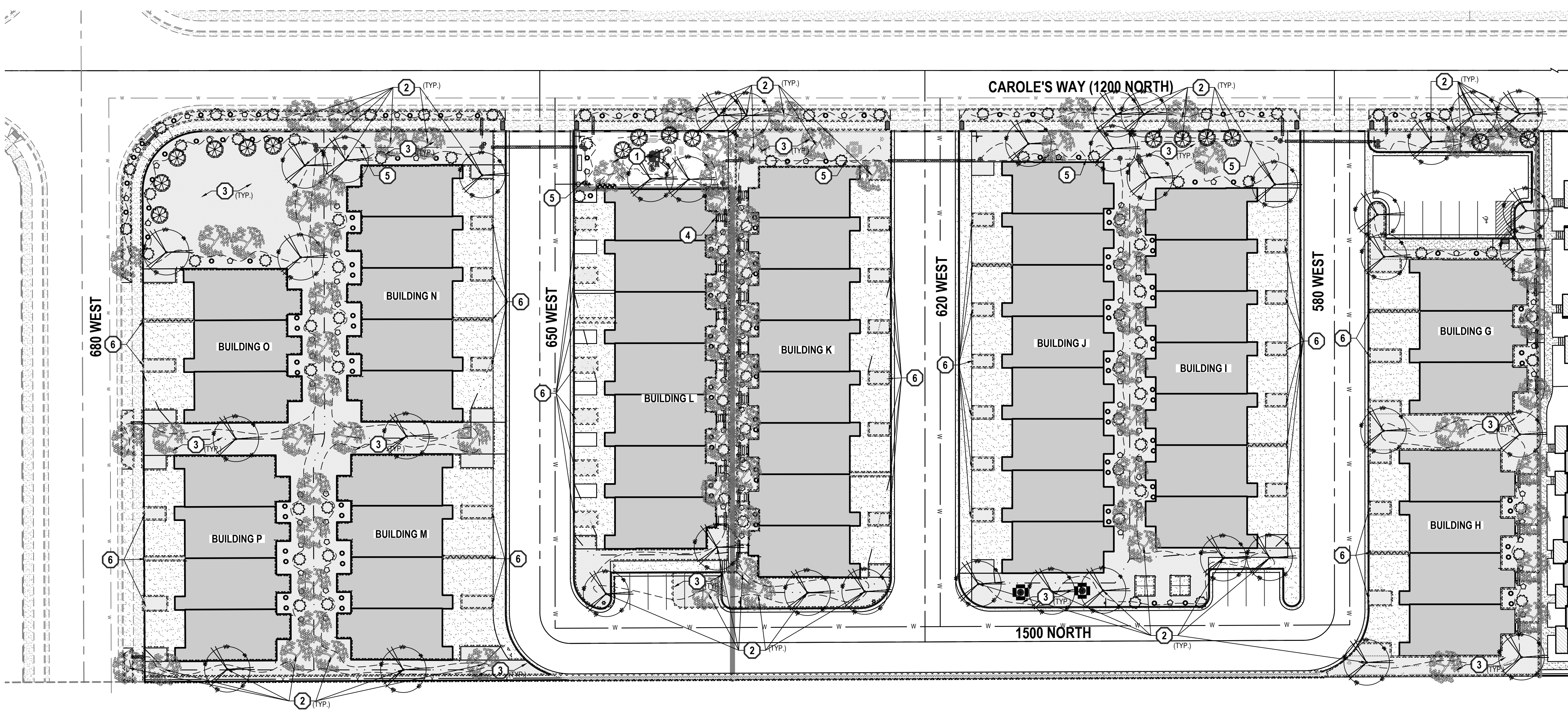
SOD AREA @ 4 AFI/ACRE
 DRIP AREA @ 2 AFI/ACRE

TOTAL SOD AREA: 0.05 ACRE
 TOTAL DRIP AREA: 1.07 ACRE

SOD USAGE: 0.21 AF
 DRIP USAGE: 2.15 AF

TOTAL LANDSCAPE USAGE = 2.36 AF

SITE SUMMARY TABLE		
DESCRIPTION	AREA (SF)	PERCENTAGE
HARDSCAPE	70,105	38%
ROOF	65,529	35%
GRAVEL/DRIP AREA	46,199	25%
GRASS	3,251	2%
TOTAL AREA	185,084	100%
	4.25 ACRES	



ENSIGN
THE STANDARD IN ENGINEERING

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

SALT LAKE CITY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
BUILDING DYNAMICS
8703 SOUTH SANDY PARKWAY
SANDY, UTAH

CONTACT:
HAROLD IRVING
PHONE: 801-301-1549

LEXINGTON TOWNHOMES
PHASES 2 AND 3
 680 WEST
 TOOELE, UTAH 84074

FOR REVIEW

LANDSCAPE PLAN

PROJECT NUMBER: 8260H PRINT DATE: 2/10/22
 DRAWN BY: C. CARPENTER CHECKED BY: D. KINSMAN
 PROJECT MANAGER: C. CHILD

L-100

TOOELE CITY CORPORATION

RESOLUTION 2022-71

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING THE CANYON SPRINGS ANNEXATION AGREEMENT.

WHEREAS, by application dated November 16, 2020, petition sponsor Howard Schmidt (the "Petitioner"), filed with Tooele City an Annexation Application (aka "Petition") for the annexation of 61.16 acres of land (the Canyon Springs property) into Tooele City; and,

WHEREAS, on September 1, 2021, the City Council approved Resolution 2021-18, accepting the Petition for further consideration; and,

WHEREAS, Tooele City Code §7-24-3 requires every annexation to be preceded by an annexation agreement setting forth the terms and conditions governing the annexation; and,

WHEREAS, the proposed annexation agreement is attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Canyon Springs Annexation Agreement attached hereto as Exhibit A is hereby approved and that the Mayor is hereby authorized to sign the same.

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 _____, 2022.

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

Canyon Springs Annexation Agreement

Contact:
Tooele City Recorder
90 North Main
Tooele, UT 84074
(435) 843-2113

Affected Parcel(s): 03-032-0-0014

CANYON SPRINGS ANNEXATION AGREEMENT

TOOELE EAST LLC (“**Petitioner**”), a Utah limited liability company, and TOOELE CITY CORPORATION (“**Tooele**”), a Utah municipality and political subdivision of the State of Utah, and a Utah charter city (collectively the “**Parties**”), hereby make and enter into this Canyon Springs Annexation Agreement (“**Agreement**”) in connection with and to govern the annexation of the 61.16-acre Canyon Springs property (“**Property**”).

RECITALS

A. Petitioner owns the Property, which consists of approximately 61.16 contiguous acres of real property adjacent to and contiguous with Tooele (see illustration attached as **Exhibit A**).

B. Petitioner submitted a Petition for Annexation (“**Petition**”) on November 16, 2020, seeking annexation of the Property into Tooele.

C. Petitioner desires, and Tooele consents to, the annexation of the Property into Tooele’s corporate limits, subject to the terms and conditions of this Agreement.

D. The City Council of Tooele finds that the annexation: (i) will serve the best interests of Tooele and the welfare of its inhabitants; (ii) is consistent with Tooele’s Annexation Policy Plan; (iii) will not create islands or peninsulas of unincorporated territory; and, (iv) will not be annexed for the sole purpose of acquiring municipal revenue.

E. Petitioner plans, and Tooele desires, quality residential development upon the Property, while at the same time creating public benefits and amenities on, and associated with, the Property. Future development on the Property is referred to herein as **Canyon Springs**, irrespective of the final development name and configuration.

F. Tooele City Code (TCC) Section 7-24-3 requires an annexation agreement as a condition of every annexation approval, and Tooele desires to set forth Petitioner’s obligations concerning the annexation of the Property.

G. On September 1, 2021, the City Council of Tooele approved Resolution 2021-18, accepting the Petition for further consideration.

H. Petitioner has provided to Tooele, at Tooele's request and at Petitioner's cost, analyses of the impacts of Canyon Springs upon Tooele's utility systems, including culinary water, sanitary sewer, storm water drainage, and fiscal and tax. Tooele requested, but did not receive, analyses of the impact of Canyon Springs upon Tooele's transportation and parks and recreation facilities or police and fire response. Tooele's Mayor has provided to the City Council additional and rebuttal information.

I. On June 22, 2022, the Petition was presented to the Tooele Planning Commission, which recommended approval of the annexation by a vote of 6-1.

J. Tooele's approval of the annexation of the Property is the consideration for Petitioner's performance of the obligations set forth in this Agreement, and Tooele has no further obligations under this Agreement.

K. The City Council of Tooele, acting pursuant to its statutory authority under Utah law, with its authority as a Utah charter city, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, regulations, and policies, and, in the exercise of its legislative authority and discretion, has chosen to approve this Agreement.

AGREEMENT

Now, therefore, in consideration of the mutual covenants, conditions, and terms of this Agreement, as set forth herein, Petitioner and Tooele hereby agree as follows:

1. **Effective Date.** This Agreement shall take effect upon the City Council's approval by at least a two-thirds (2/3) majority vote of an ordinance annexing the Property into Tooele's corporate limits, and this Agreement shall not take effect otherwise. Tooele shall have no obligation in law or equity to sign the approved annexation plat until after Petitioner has executed this Agreement.
2. **Land Use and Zoning.** Upon completion of the annexation of the Property into Tooele, the Property will possess the MDR (medium density residential) land use designation and the R1-8 zoning designation, and Petitioner agrees to these designations.
3. **No Vested Rights.** This Agreement shall not confer upon any party or parcel any land use entitlements or vested rights.
4. **Dwelling Unit Cap.** The Canyon Springs development shall not exceed 172 dwelling units.
5. **Petitioner's Obligations.** Petitioner shall perform the following obligations in consideration for Tooele approving the annexation of the Property.

- a. **Land Use Approvals.** Petitioner shall comply with all applicable Tooele laws and regulations, current as of the date of any complete land use application (e.g., subdivision plat), as a condition of land use approvals for the Property.
- b. **Dedications.** Petitioner shall dedicate and convey to Tooele all public roads, infrastructure easements, and access easements as are shown upon approved subdivision final plats, site plans, building permits, and construction drawings for land uses approved on the Property.
- c. **Water Rights.** Petitioner shall comply with TCC Chapter 7-26 regarding the conveyance of water rights for Canyon Springs, and agrees to the lawfulness of the water rights exaction. The water rights for a final subdivision phase shall be conveyed prior to approval of the plat for that phase.
- d. **Culinary Water Improvements.** Petitioner shall construct and install, at Petitioner's cost, all culinary water project improvements and system improvements required by Tooele for all Canyon Springs land use approvals. Petitioner shall follow all the recommendations of that Memorandum re "Canyon Springs Annexation Drinking Water System Review" dated April 21, 2022, by Hansen Allen & Luce, Inc. A summary of the recommendations is attached as **Exhibit B**. Inasmuch as any system improvements necessary for Canyon Springs are not included in Tooele City's current water impact fee facilities plan or impact fee analysis, Petitioner shall not be eligible for, and shall have no right to receive, impact fee credits or reimbursements for the water system improvements.
- e. **Sanitary Sewer Improvements.** Petitioner shall construct and install, at Petitioner's cost, all sanitary sewer project improvements and system improvements required by Tooele for all Canyon Springs land use approvals. Petitioner shall follow all the recommendations of that Memorandum re "Canyon Springs Annexation – Wastewater Review" dated April 26, 2022, by Hansen Allen & Luce, Inc. A summary of the recommendations is attached as **Exhibit C**. Petitioner shall not be eligible for, and shall have no right to receive, impact fee credits or reimbursements for the sewer system improvements.
- f. **Storm Water Improvements.** Petitioner shall construct and install, at Petitioner's cost, all storm water project improvements and system improvements required by Tooele for all Canyon Springs land use approvals. Petitioner shall follow all the recommendations of that Memorandum re "Canyon Springs – Drainage Review" dated April 21, 2022, by Hansen Allen & Luce, Inc. A summary of the recommendations is attached as **Exhibit D**. Notwithstanding the above, all storm water detention facilities shall be designed to be multi-functional, i.e., landscaped and improved with recreation facilities, and approved in writing by both the Public Works Director and the Parks and Recreation Director of Tooele. Storm water detention facilities shall not be eligible for reimbursement or credit from parks and recreation impact fees, and Petitioner waives all rights it might otherwise have to parks and recreation impact fee reimbursements or

credits for landscape and recreation facilities and improvements designed as part of the multi-functional storm water detention facilities.

- g. **Parks Facilities.** Petitioner shall not be required to construct any public park facilities in Canyon Springs. Canyon Springs building permits shall include the payment of park and recreation impact fees.
- h. **Parks Monetary Contribution.** Petitioner shall pay to Tooele a voluntary contribution in the sum of \$250,000 to be used by Tooele on improvements at the England Acres regional park facility, or for other parks and recreation improvements, facilities, and programs, in Tooele's sole discretion. This payment is part of the consideration for the Property's annexation, does not address the specific parks and recreation impacts of Canyon Springs on the City, and shall not entitle Petitioner to a reimbursement or credit from parks and recreation impact fees paid with Canyon Springs building permits. Petitioner waives any right to impact fee credits for the park monetary contribution. Making the first one-half of this payment shall be a condition precedent to Tooele's approval of a Canyon Springs first subdivision final plat . Making the second one-half of this payment shall be a condition precedent to Tooele's approval of a second Canyon Springs subdivision final plat.
- i. **Trail.** Petitioner shall acquire and convey (or cause the acquisition and conveyance) to Tooele County, at no cost to Tooele or Tooele County, the trail parcel illustrated on **Exhibit E**. Petitioner shall construct a trail on the trail parcel, to Tooele County standards, at no cost to Tooele or Tooele County, and shall convey the completed trail to Tooele County by legal instrument acceptable to Tooele County, e.g., deed or bill of sale. The trail shall be maintained at no cost to Tooele. The trail shall include a ten-foot-wide asphalt trail and at least three paved connections to dedicated public rights-of-way within Canyon Springs. The trail shall be available for general public use, which shall be expressly acknowledged in the trail parcel deed to Tooele County. Conveyance of the trail parcel to Tooele County shall be a condition precedent to Tooele's approval of a first Canyon Springs subdivision final plat. Full improvement of the trail, to Tooele County standards, and a conveyance of the trail improvements to Tooele County, shall be a condition precedent to Tooele's approval of either a second Canyon Springs subdivision final plat, or a first Canyon Springs subdivision plat that creates more than 50 residential lots.
- j. **Single-family Design Standards.** All Canyon Springs dwellings shall comply with Tooele's single-family design standards as codified in TCC Chapter 7-11b of the Tooele City Code, irrespective of the limitations in UCA 10-9a-530, each as amended. For the limited purpose of this Section 5.j., and for no other purpose, this Agreement shall be considered a development agreement, as defined in UCA 10-9a-103, as amended. In the alternative, Tooele and Petitioner may negotiate and execute an, separate from this Agreement, to adopt a different Canyon Springs single-family dwelling design standard. If an alternative design standard agreement has not been executed prior to Petitioner's land use application for a first final subdivision phase, then TCC Chapter 7-11b shall apply in perpetuity to Canyon Springs.

- k. **Affordable Housing Contribution.** As consideration for the annexation of the Property, Petitioner agrees to pay to Tooele a voluntary contribution of \$250,000 for affordable housing purposes, which may include, in Tooele's discretion, reimbursing Tooele for impact fee waivers approved for the Tooele County Housing Authority's eligible affordable housing units. Making the first one-half of this payment shall be a condition precedent to Tooele's approval of a first Canyon Springs subdivision final plat. Making the second one-half of this payment shall be a condition precedent to Tooele's approval of a second Canyon Springs subdivision final plat.

6. **General Terms and Conditions.**

- a. **Binding Effect and Assignment.** Petitioner may convey all or part of the Property to one or more purchasers. Petitioner shall remain responsible for all Petitioner's obligations under this Agreement unless all of the obligations are assigned at one time to a third party. No assignment of this Agreement and its Petitioner obligations shall be valid without Tooele's prior written consent. Tooele shall not unreasonably withhold its consent after Petitioner demonstrates that the assignee possesses the financial means to fulfill all of Petitioner's obligations under this Agreement. Any assignment must be accomplished by an assumption and assignment agreement, upon which Tooele's consenting signature is necessary for effectiveness of the assignment.
- b. **State and Federal Law.** Petitioner agrees that the obligations imposed by this Agreement comply with local, state, and federal law. The Parties agree that if any provision of this Agreement should be or become, in its performance, non-compliant with state or federal law, or should be declared invalid by a court, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law or the order of the court, as the case may be, and the balance of this Agreement shall remain in full force and effect.
- c. **Recitals.** The above recitals are incorporated into and made a part of this Agreement.
- d. **Exhibits.** All Exhibits referred to herein are incorporated into and made a part of this Agreement.
- e. **Headings.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, interpretation, or construction of any of the terms and provisions of this Agreement or the intent hereof.
- f. **No Third-Party Rights.** This Agreement does not create any joint venture, partnership, joint undertaking, or joint business arrangement between Petitioner and Tooele. Notwithstanding the Trail provision in Section 5.i., above, this Agreement does not create any rights or benefits in or to third parties.
- g. **No Waiver.** The failure by Tooele to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or

remedy consequent upon Petitioner's failure to perform thereof, shall not constitute a waiver by Tooele of any such failure to perform or of any other covenant, agreement, term, or condition.

- h. **Integration.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature.
- i. **Amendment.** This Agreement may be modified only by a subsequent writing duly executed and approved by the Parties hereto.
- j. **Mutual Participation in Document Preparation.** Each party has participated materially in the negotiation and preparation of this Agreement and any related items. In the event of a dispute concerning the interpretation of any provision of this Agreement or any related item, both Parties will be deemed to have jointly drafted this document, and the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.
- k. **Applicable Law.** Utah law shall govern this Agreement and its construction.
- l. **Venue.** Venue shall be the Third District Court, Tooele Department.
- m. **Court Costs and Attorneys Fees.** In the event of any legal action between the Parties, arising out of or related to this Agreement, the prevailing Party shall be entitled to recover costs and reasonable attorneys' fees.
- n. **Limitation of Remedies.** Petitioner's sole and exclusive remedy for any non-performance or breach of Tooele's express or implied covenants of this Agreement is declaratory relief construing this Agreement's rights and obligations and specific performance of this Agreement. Under no circumstances shall Tooele City Corporation or its agents be liable to Petitioner or Petitioner's successors-in-interest for any monetary damages, including, but not limited to, special, general, direct, indirect, delay, compensatory, expectancy, consequential, reliance, out-of-pocket, restitution, or other damages.
- o. **No Jury Trial.** To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under, or in connection with this Agreement.
- p. **Dispute Resolution.** Tooele and Petitioner recognize and agree that it is in their mutual interest to attempt to informally resolve any disputes that may arise with respect to the interpretation of this Agreement, including as it applies to future Canyon Springs land use applications. In furtherance of that mutual interest, the Parties agree to the following dispute resolution provisions.

- i. Meet and Confer. In an attempt to resolve the issues or concerns in an expeditious and efficient manner, the Parties shall meet promptly after any Party makes a written objection to the other Party regarding any Party's performance under this Agreement.
 - ii. Non-Binding Mediation. If the Parties are unable to resolve a disagreement under the Meet and Confer provision, they shall appoint a mutually acceptable mediator with knowledge of the subject matter in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each appoint their own representative. These two appointees shall, between them, choose the single mediator. Petitioner and Tooele shall each pay an equal portion of the fees of the chosen mediator. The chosen mediator shall review the positions of the Parties regarding the issues in dispute and promptly attempt to mediate the conflict. If the Parties are unable to reach agreement, the mediator shall notify the Parties in writing of the resolution that the mediator proposes. The mediator's proposal shall not be binding on the Parties.
 - iii. All Rights Reserved. If resolution under the Non-binding Mediation provision fails or is rejected by any Party, the Parties may pursue any and all legal and equitable remedies available except as limited under this Agreement, including specifically the Limitation of Remedies provision in Section 6.o., above.
- q. **Notices**. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall either be delivered personally or by certified mail or express courier delivery to the parties at the following addresses:

Tooele City Corporation
Attention: Mayor
90 North Main
Tooele, UT 84074

Tooele East, LLC
Attention: Howard Schmidt
9300 South Redwood Road
West Jordan, UT 84088

A Party may change its address by giving written notice to the other Party in accordance with this provision.

- 7. **Binding Authority**. By executing this Agreement, the signatories represent and affirm that they are authorized so to do, and that their respective signatures shall have binding force upon them and upon the Parties represented by each.
- 8. **Recordation**. This Agreement shall be recorded in the office of the Tooele County Recorder.

(Signature page follows.)

SIGNED:

TOOELE CITY CORPORATION

Debra E. Winn, Mayor

ATTEST:

APPROVED AS TO FORM

City Recorder

City Attorney

TOOELE EAST LLC

Howard Schmidt, Managing Member

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Debra E. Winn, who did affirm to me that she is the Mayor of Tooele City Corporation and that she did execute the foregoing Annexation Agreement with due authority on behalf of Tooele City Corporation this ____ day of _____, 2022.

Notary Public
Residing in Tooele County, Utah

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Howard Schmidt, who did affirm to me that he is the Managing Member of Tooele East LLC, and that he did execute the foregoing Annexation Agreement on behalf of Tooele East LLC with due authority this ____ day of _____, 2022.

Notary Public
Residing in Tooele County, Utah

Exhibit A

Illustration of the Property

Exhibit B

Summary of Binding Culinary Water System Recommendations

Exhibit C

Summary of Binding Sanitary Sewer System Recommendations

Exhibit D

Summary of Binding Storm Water System Recommendations

Exhibit E

Illustration of Trail Parcel

TOOELE CITY CORPORATION

RESOLUTION 2022-85

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR COPPER CANYON PUD BETWEEN TOOELE CITY AND PHOENIX OF COPPER CANYON, LLC.

WHEREAS, Tooele City (“City”) previously entered into a “Development Agreement for Copper Canyon P.U.D.” (“Agreement”) with Phoenix of Copper Canyon, LLC (“Developer”), dated April 13, 2012, for a ten-year term expiring April 12, 2022; and,

WHEREAS, the Developer and the City have been in negotiations concerning a substantive amendment to the Agreement for some time; and,

WHEREAS, the City Council approved Resolution 2022-27 on April 6, 2022, approving a first amendment to the Agreement for the purpose of extending the Agreement’s ten-year term by six months, allowing the parties to complete their negotiations and drafting of a more comprehensive second amendment (see proposed second amendment, in both redline and final formats, attached as Exhibits A and B, attached); and,

WHEREAS, the proposed second amendment addresses several subjects, including a ten-year extension of the Agreement, the completion of Tooele Boulevard, the construction of a second Copper Canyon park, the completion of the trail connecting the two parks, park impact fee credits, road and park completion bonding, vested rights, a sewer easement, eliminating total lot counts but introducing minimum lot sizes and restricting development to single-family housing, and numerous technical edits; and,

WHEREAS, the City Administration believes the second amendment to the Agreement, and recommends its approval:

NOW THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to execute a Second Amendment to the Development Agreement for Copper Canyon PUD. between the City and the Developer, as shown in Exhibits A and 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 _____, 2022.

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

Second Amendment to Development Agreement (Redline)

AMENDMENT No. 2
TO
DEVELOPMENT AGREEMENT FOR COPPER CANYON P.U.D.
TOOELE CITY, UTAH

Commented [A1]: Author comments are by Roger Baker, City Attorney. Author responses are from Bach Homes.

This AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT (this “**Amendment**”) is made effective as of _____, 2022, by and between TOOELE CITY, a municipality and political subdivision of the State of Utah, by and through its City Council (the “**City**”); and BACH LAND AND DEVELOPMENT, LLC, a Utah limited liability company (“**Developer**”).

RECITALS:

A. The City and the Developer previously entered into that certain Development Agreement for Copper Canyon P.U.D. (2012) on April 13, 2012, as approved by the City (the “**Development Agreement**”). The Development Agreement sets forth certain terms for the development of single-family residential dwellings on the real property located in Tooele City, Tooele County, Utah (the “**Property**”). Capitalized terms used in this Amendment and not defined in this Amendment shall have the meanings given to such terms in the Development Agreement.

B. The City and Developer previously amended the Development Agreement, effective April 12, 2022, to temporarily extend the term of the Development Agreement.

C. Developer and the City desire to amend the Development Agreement to allow for the development of the Property pursuant to the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated by reference as part of this Amendment.
2. Amendments. The Development Agreement is amended as follows:
 - 2.1. In Section 1.1., the second sentence is deleted in its entirety and replaced with the following:

“Developer may construct single-family detached homes on the Undeveloped Property in accordance with the terms herein and consistent with the City’s land use regulations and policies.”

The new Section 1.1 shall read in its entirety as follows:

1.1. Undeveloped Property. Subject to the terms set forth herein, Developer is hereby authorized to complete the development of the Project on the Undeveloped Property. Developer may construct single-family detached homes on the Undeveloped Property in accordance with the terms herein and consistent with the City’s land use regulations and policies.

Commented [A2]: This is necessary to give context to the minimum lot size provision in Section 1.3 and to add clarity to the Agreement.

Commented [A3R2]: Agreed.

Commented [A4]: I suggest the new section be reproduced in its entirety so that one need not read both the amendment and the original agreement to piece together the various provisions.

Commented [A5R4]: Done.

2.2. In Section 1.3, the first sentence is deleted in its entirety due to the fact Developer did not develop any lots on Phases 1 -5.

The new Section 1.3 shall read in its entirety as follows:

1.3. Total Lots; Location. The Project is situated on the west side of Tooele, and is approximately bounded on the south by 670 North Street, on the west by the railroad tracks, on the North by 1000 North Street, and on the east by 200 West Street. Each Lot shall contain a minimum of 6,000 square feet.

2.2-2.3. In Section 4.4, the following paragraph shall be added following the first paragraph:

Developer agrees to provide to the City a bond (cash or letter of credit, at Developer's discretion) for the construction described in this Section 4.4 ("Boulevard Construction"). A separate bond agreement, on a form approved by the City, shall be entered into by the Parties governing the terms of the bond. The bond amount will be based upon a cost estimate related to the Boulevard Construction, plus a reasonable contingency of 20%, and will be provided by a reputable engineer selected by the Developer. The Parties agree that Developer will not be provided with any Certificates of Occupancy/Building Permits for Phase 14 homes until the Boulevard Construction is complete.

2.3-2.4. Section 4.5(b), is deleted in its entirety and replaced with the following:

(b) Developer shall construct and pay for those park, recreation, and trail facilities (the "Facilities") to be constructed on the Undeveloped Property as contemplated by the Concept Plan and Exhibit B 2 (Revised Phase 14 Concept Plan) (attached), subject to specifications approved in writing by the City Parks and Recreation Director. Further, Developer shall construct and pay for the trail portion of the Facilities shown on Page PL3B of the Copper Canyon P.U.D. Phase 2B subdivision plat (see Exhibit D) in conjunction with construction on the Improved Lots for that portion of the trail not located on the Undeveloped Property. The Facilities shall be designed at Developer's expense by a professional landscape architect with public park and recreation facilities expertise. The parties acknowledge that the park associated with Copper Canyon phase 2B, as shown on Page PL4B of the Copper Canyon P.U.D. Phase 2B subdivision plat, is complete (see Exhibit D). The future park on the Undeveloped Property located to the west of Phase 14 of the Project (the "Remaining Park"), as well as the trail connecting the two Project parks (the "Trail"), both as shown in the Concept Plan, remain to be constructed. The Remaining Park shall include permanent public restroom facilities. Developer shall bid the construction work for the Remaining Park. Developer and the City Parks and Recreation Director shall jointly review the bids and work cooperatively to select a low, responsible bidder. These Facilities shall be constructed in conjunction with and as a part of the construction of the associated adjacent Project phase or subphase that includes Facilities. The Remaining Park shall be constructed prior to completion of the Project. Developer shall convey all completed Facilities to the City by bill of sale after they pass inspection by the City's Public Works and Parks and Recreation Departments. To

Commented [A6]: I suggest the new section be reproduced in its entirety so that one need not read both the amendment and the original agreement to piece together the various provisions.

Commented [A7R6]: Done.

Commented [A8]: A separate bond agreement will protect the interests of both Parties, but primarily the developer, so that it is well understood when and how the money will be returned. I propose using the City's standard public improvement bond agreement forms, with which both Parties are familiar.

Commented [A9R8]: Language accepted. Can you send the form over for our review?

Commented [A10]: This contingency is vital to the effectiveness of the bond. Otherwise, inflation would incentivize the developer to abandon the road construction and force the City to construction the road at a loss.

Commented [A11R10]: Okay.

Commented [A12]: Exhibit B-1 does not appear to describe the road construction.

Commented [A13R12]: Okay.

Commented [A14]: I suggest addressing bond releases in the separate bond agreement so we don't have two agreements referencing the same concept.

Commented [A15R14]: Okay.

Commented [A16]: Our May 4 discussion was of withholding building permits, not certificates of occupancy. The City is extremely concerned about withholding certificates of occupancy, which would punish homebuyers to leverage developer compliance. Using building permits to enforce completion of construction seems to be a more appropriate motivation for the developer which does not involve holding hostage innocent third-party homebuyers.

Commented [A17R16]: We understand where you are coming from. This is a move that we have never done, nor will ever do, but we realize you are just trying to protect the homebuyer and we appreciate that. We can agree to change this to Building Permits.

assure the City that Developer will not avoid the construction of the Remaining Park by developing phases or subphases of the Project that are not adjacent to the Remaining Park, Developer agrees to develop the Undeveloped Property according to the Preliminary Phasing Plan attached as part of Exhibit B-1. Exhibit B-1 may be amended from time to time by Developer with the prior written consent of the City ~~Council~~, which consent shall not be unreasonably withheld, so long as the obligation to construct the Remaining Park is not circumvented.

Developer agrees to provide to the City with a bond (cash or letter of credit, at Developer's discretion) for the construction described in this Section 4.5. A separate bond agreement, on a form approved by the City, shall be entered into by the Parties governing the terms of the bond. The bond will be based upon a cost estimate related to the Remaining Park, ~~as described in the Exhibit D,~~ plus a reasonable contingency of 20%, and will be provided by a reputable landscape architect or engineer selected by the Developer. ~~The Parties agree that the bond will be released upon completion of the Remaining Park. Additionally, the Parties agree that Developer will not be provided with any Certificates of Occupancy Building Permits for Phase 14 homes until the Remaining Park is complete.~~

2.5. Section 4.5(bc), is deleted in its entirety and replaced with the following:

(c) Developer shall be entitled to a credit against parks and recreation impact fees paid on Project building permits ("Credit for Park Impact Fees"), pursuant to Tooele City Code 4-15, as amended, and pursuant to the Park and Special Purpose Recreation Facility Capital Facilities Plan and Impact Fee Analysis, as amended or superseded, for construction of the Facilities. The parties acknowledge and agree that as of the Effective Date, the remaining Credit for Park Impact Fees for the previously completed park in Copper Canyon P.U.D. Phase 2B of the Project is equal to \$393,201 ("Remaining Credit Amount") (being the difference between the total value of eligible constructed Facilities of \$490,951 as of the Effective Date, minus the amount of parks and recreation impact fee credits paid to Fieldstone or Fieldstone affiliates of \$97,750 as of the Effective Date).

The parties acknowledge and agree that pursuant to the Fieldstone/Phoenix Purchase Agreement and the Fieldstone/FCC Purchase Agreement, such Remaining Credit Amount will be allocated among the parties as follows. The Remaining Credit Amount will first be allocated to offset the impact fees payable to the City (based upon the City's standard impact fee schedule as amended from time to time) in connection with the 77 Improved Lots. Thus, to the extent Fieldstone retains ownership of the 77 Improved Lots, Fieldstone shall be entitled to the applicable Remaining Credit Amount in connection with such retained lots. To the extent FCC acquires the Improved Lots, then FCC shall be entitled to the applicable Remaining Credit Amount in connection with such purchased lots. The Remaining Credit Amount will be paid on a "first-in-time first-in-right" basis as building permits for the Improved Lots are obtained. Neither Fieldstone nor FCC (or their successors or assigns) are beneficiaries under this Agreement; rather, this allocation provision merely instructs the City regarding the appropriate impact fee credit payee in the administration of the City's impact fee credit regulations.

By way of example only, and assuming that the City impact fee at the time of development of all lots is \$2,500, if FCC acquires 70 of the Improved Lots, and

Commented [A18]: A separate bond agreement will protect the interests of both Parties, but primarily the developer, so that it is well understood when and how the money will be returned. I propose using the City's standard public improvement bond agreement forms, with which both Parties are familiar.

Commented [A19R18]: Agreed

Commented [A20]: Exhibit D does not appear to describe the Remaining Park or Trail sections.

Commented [A21]: This contingency is vital to the effectiveness of the bond. Otherwise, inflation would incentivize the developer to abandon the road construction and force the City to construction the road at a loss.

Commented [A22]: Our May 4 discussion was of withholding building permits, not certificates of occupancy. The City is extremely concerned about withholding certificates of occupancy, which would punish homebuyers to leverage developer compliance. Using building permits to enforce completion of construction seems to be a more appropriate motivation for the developer which does not involve holding hostage innocent third-party homebuyers.

Fieldstone retains (or sells to a third party other than FCC or Developer) 7 of the Improved Lots, then FCC would be allocated \$175,000 (70 x \$2,500) of the Remaining Credit Amount, Fieldstone would be allocated \$17,500 (7 x \$2,500) of the Remaining Credit Amount, and Developer would be allocated the balance of Remaining Credit Amount.

The manner of paying the applicable Credit for Park Impact Fees to the applicable party hereunder after construction of a home on a lot within the Project will be consistent with the City's standard practices. The City shall not be obligated to make payments of the Credit for Park Impact Fees or the Remaining Credit Amount more frequently than every 90 days. To the extent that the amount of parks and recreation impact fees collected from building permits on all of the Lots is insufficient to pay Developer the total eligible impact fee credit value of the parks and recreation Facilities constructed in the Project pursuant to this Agreement, the City's obligation to pay further parks and recreation impact fees shall terminate, and Developer hereby waives any further right Developer might otherwise have to claim parks and recreation impact fees from other developments in the City; so long as such deficiency does not arise from the mismanagement of funds or other error by the City in applying such funds.

Remaining Park Impact Fees.
Developer shall be entitled to Credit for Park Impact Fees for the development and construction of the Remaining Park under the same rules and terms as described in this Section 4.5, for construction of the Facilities, after construction of a home on lots within Phases 7, 8, 10, 11, 12, 13, and 14. Developer and City will work cooperatively to agree upon Remaining Park costs eligible for impact fee credits.

following: ~~2.4.2.6.~~ In Section 5, the second sentence is deleted in its entirety and replaced with the

“Such vested rights shall be effective until twenty (20) years from the Effective Date, with the option on the part of the Developer to extend such vested rights for an additional ten (10) years if (a) the terms of this Agreement have been substantially complied with by Developer and (b) Developer is proceeding with reasonable diligence in the development of the Project in the phases contemplated hereby, or (c) the terms of this Agreement are amended in such a way as to expressly modify the period of vested rights. Except as otherwise provided herein, (y) the land use regulations applicable to and governing the development of the Project as of the Effective Date of this Second Amendment shall be the existing land use regulations and policies of the City that may change from time to time; and (z) no moratorium, ordinance, resolution, or other land use regulation or limitation, each as relating to the timing or sequencing of the development of the Project or any portion thereof, shall apply to or govern the development of the Project or any development approval, except those regulations existing as of the Effective Date of this Second Amendment or as otherwise provided in the Agreement. The parties acknowledge that in interpreting subsection (b) of this Section regarding reasonable diligence, various factors will be considered, including without limitation, real estate market conditions in Tooele County, interest rates, and the availability of debt financing from the banking industry.

Commented [A23]: The Second Amendment should reset the base land use regulations applicable to the project.

Commented [A24]: This clause is ambiguous, and could read either to allow or to prohibit amendments to engineering and technical specifications. I suggest that we not attempt to regulate in this Agreement changes to engineering and technical specifications that are routine and expected in the industry. The matter of primary concern is the set of land use regulations that applies, and allowing the regulations to change from time to time following the LUDMA process.

Commented [A25R24]: done

2.5.2.7. A new “Section 23” shall be added to the Agreement, and shall include the following language:

“Easement Rights. Developer agrees to grant the City a twelve (12) foot easement on the southern border of Phase 7 and Phase 12, pursuant to the terms included in the “Grant of Easement” attached as Exhibit E (attached). City acknowledges and agrees that it will be solely responsible for the development of the easement, which may include but not be limited to construction of a trail, travel surface, any fencing, retaining walls, etc. City further acknowledges and agrees that said easement will not affect not affect any setback requirements for future home builds. -Developer will not be responsible for any cost related to the improvement or maintenance of the easement property hereto.”

2.6.2.8. In EXHIBIT B-1, the first bullet point is deleted in its entirety and replaced with the following:

- After the completion of Phases 1 – 5, Developer plans to construct the remaining phases in the following order: 6, 9, 8, 7, 10, 11, 12, 13, 14, all at Developer’s discretion and based on market conditions. Developer may also develop phases concurrently and may rearrange the order of development above, upon prior written notice to the City.

3. Ratification. As modified and supplemented by this Second Amendment, the Agreement is ratified and confirmed and shall continue in full force and effect.

4. Integration. The Agreement and this Amendment contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. This Amendment may be altered or modified only in writing signed by the parties hereto.

4.5. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Signature and acknowledgement pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document. Any signature on any counterpart of this Amendment delivered by “pdf” or other electronic means shall be deemed to be an original signature for all purposes and shall fully bind the party whose signature appears on such counterpart.

[signatures on following page]

Commented [A26]: I believe this language more accurately expresses the intent of the Parties. “Any cost related thereto” is overbroad, and would include surveying costs, plat notes, etc. Further, this language is more consistent with Section 5 of the proposed sewer easement.

Commented [A27R26]: We do not expect to pay any costs related to improvement, including surveying costs. As far as the plat notes, we are happy participate, but again, our understanding is that we are will be responsible for any costs related to the easement.

Commented [A28]: The Second Amendment seems to render bullets 2 and 3 of Exhibit B-1 obsolete.

Commented [A29R28]: Agreed. But with the integration clause they become superseded.

Commented [A30]: Do we need an integration clause to obsolesce the temporary First Amendment?

Commented [A31R30]: Good catch.

IN WITNESS WHEREOF, this Amendment is effective as of the date and year first above written.

DEVELOPER:
Bach Land and Development, LLC, a Utah limited liability company

Name: _____
Title: _____

CITY:
Tooele City, a municipality and political subdivision of the State of Utah

By: _____
Mayor: _____

STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the manager of Bach Land and Development, LLC, on behalf of such company.

Notary Public

STATE OF UTAH)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the Mayor of Tooele City, on behalf of such city.

Notary Public

EXHIBIT B-2
 Revised Phase 14 Concept Plan



Commented [A32]: I don't think the City can agree to a Second Amendment that discusses at length the Remaining Park but eliminates it altogether from the exhibits. Best to leave it where it is in the original Agreement and establish its new location/configuration in a Third Amendment.

Commented [A33R32]: We haven't agreed to move the park. As it sits, the park is still in the original location on the plan. We would still entertain a conversation about moving the park, but agree that it is best to do so in a possible third amendment and not here. Therefore, we should delete this Ex. B-2

EXHIBIT E
FORM OF GRANT OF EASEMENT

WHEN RECORDED RETURN TO:
Phoenix of Copper Canyon, LLC
11650 S. State Street, Suite 300
Draper, Utah 84020

Commented [A34]: Should the recorded easement reside with the City since the City is the easement holder?

Commented [A35R34]: Makes sense. We can agree to that.

GRANT OF EASEMENT

Phoenix of Copper Canyon, LLC (“Phoenix” or “Grantor”), as owner of the phases described in Exhibit E-1 hereto and made a part hereof, does hereby grant to Tooele City Corporation (“City” or “Grantee”) and establish an access easement for the City to access, operate, maintain, repair, replace, and enlarge an existing sewer trunkline across the southern border of Phases 7 and 12 (“Purposes”), as described in Exhibit E-2.

Commented [A36]: I suggest that the purpose of access is too limited.

1. Grant of Easement. Phoenix hereby grants, conveys, warrants, and reserves for the benefit of the City, a perpetual, non-exclusive easement for the Purposes described above.
2. Easement Runs with the Land. This Easement shall run with and for the benefit of the City, and all provisions of this Agreement, including the benefits and burdens, are binding upon and inure to the benefit of the City.
3. Duration. This Agreement and the Easement shall be perpetual and shall not be terminated or deemed abandoned by reason of non-use by the City. Except as set forth in this Section 3, this Easement Agreement and the Easement may be terminated only by a duly recorded instrument expressly so providing, duly executed and acknowledged by the City.
4. Amending the Easement. This Easement may be amended from time to time to, among other things, reflect the final location of the roadway or underground utilities, if necessary, only by an instrument in writing duly executed by Grantor and Grantee (or their respective successors). Both parties hereto agree to execute any documentation reasonably required for such amendment. Any such amendment shall be recorded promptly in the land records of Tooele County, Utah, and the cost of such recordation shall be shared equally among the parties. Waivers and consents respecting this Easement Agreement shall be effective only if in writing and signed by all parties hereto. In lieu of amendment, the Parties may agree to execute and record an easement termination and a substitute easement.
5. Costs: Maintenance and Repairs. City shall be responsible for any and all costs related to the construction, maintenance, and upkeep of the easement.
6. Entire Agreement. This Easement Agreement (including the exhibits attached hereto) constitutes the entire agreement between the parties hereto relative to the subject matter hereof. This Easement Agreement may not be amended or modified except in writing executed by all of the parties hereto, and recorded.
7. Interpretation. This Easement Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Counterparts and Facsimile Signatures. This Easement Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which shall together constitute one and the same instrument. Original, facsimile or power of attorney signatures shall be binding upon the executing party.
9. No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

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

PHOENIX COPPER CANYON, LLC
a Utah limited liability company

Shon Rindlisbacher, Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____ 2022, personally appeared before me, a Notary Public, Brian Rindlisbacher an authorized agent of Phoenix Copper Canyon, LLC, a Utah limited liability company, who acknowledged to me that the above instrument was executed by authority.

Notary Public

EXHIBIT E-1
LEGAL DESCRIPTION OF PHASES AFFECTED BY EASEMENT

[To be attached]

EXHIBIT E-2
LEGAL DESCRIPTION OF EASEMENT AREA

[To be attached]

Exhibit B

Second Amendment to Development Agreement (Final)

AMENDMENT NO. 2
TO
DEVELOPMENT AGREEMENT FOR COPPER CANYON P.U.D.
TOOELE CITY CORPORATION, UTAH

This AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT (this “**Amendment**”) is made effective as of _____, 2022, by and between TOOELE CITY CORPORATION, a municipality and political subdivision of the State of Utah, by and through its City Council (the “**City**”); and BACH LAND AND DEVELOPMENT, LLC, a Utah limited liability company (“**Developer**”).

RECITALS:

A. The City and the Developer previously entered into that certain Development Agreement for Copper Canyon P.U.D. (2012) on April 13, 2012, as approved by the City (the “**Development Agreement**”). The Development Agreement sets forth certain terms for the development of single-family residential dwellings on the real property located in Tooele City, Tooele County, Utah (the “**Property**”). Capitalized terms used in this Amendment and not defined in this Amendment shall have the meanings given to such terms in the Development Agreement.

B. The City and Developer previously amended the Development Agreement, effective April 12, 2022, to temporarily extend the term of the Development Agreement.

C. Developer and the City desire to amend the Development Agreement to allow for the development of the Property pursuant to the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated by reference as part of this Amendment.

2. Amendments. The Development Agreement is amended as follows:

2.1. In Section 1.1., the second sentence is deleted in its entirety and replaced with the following:

“Developer may construct single-family detached homes on the Undeveloped Property in accordance with the terms herein and consistent with the City's land use regulations and policies.”

The new Section 1.1 shall read in its entirety as follows:

1.1. Undeveloped Property. Subject to the terms set forth herein, Developer is hereby authorized to complete the development of the Project on the Undeveloped Property. Developer may construct single-family detached homes on the Undeveloped Property in accordance with the terms herein and consistent with the City's land use regulations and policies.

2.2. In Section 1.3, the first sentence is deleted in its entirety due to the fact Developer did not develop any lots on Phases 1 - 5.

The new Section 1.3 shall read in its entirety as follows:

1.3. Total Lots; Location. The Project is situated on the west side of Tooele, and is approximately bounded on the south by 670 North Street, on the west by the railroad tracks, on the North by 1000 North Street, and on the east by 200 West Street. Each Lot shall contain a minimum of 6,000 square feet.

2.3. In Section 4.4, the following paragraph shall be added following the first paragraph:

Developer agrees to provide to the City a bond (cash or letter of credit, at Developer's discretion) for the construction described in this Section 4.4 ("Boulevard Construction"). A separate bond agreement, on a form approved by the City, shall be entered into by the Parties governing the terms of the bond. The bond amount will be based upon a cost estimate related to the Boulevard Construction, plus a reasonable contingency of 20%, and will be provided by a reputable engineer selected by the Developer. The Parties agree that Developer will not be provided with any Building Permits for Phase 14 homes until the Boulevard Construction is complete.

2.4. Section 4.5(b), is deleted in its entirety and replaced with the following:

(b) Developer shall construct and pay for those park, recreation, and trail facilities (the "Facilities") to be constructed on the Undeveloped Property as contemplated by the Concept Plan, subject to specifications approved in writing by the City Parks and Recreation Director. Further, Developer shall construct and pay for the trail portion of the Facilities shown on Page PL3B of the Copper Canyon P.U.D. Phase 2B subdivision plat (see Exhibit D) in conjunction with construction on the Improved Lots for that portion of the trail not located on the Undeveloped Property. The Facilities shall be designed at Developer's expense by a professional landscape architect with public park and recreation facilities expertise. The parties acknowledge that the park associated with Copper Canyon phase 2B, as shown on Page PL4B of the Copper Canyon P.U.D. Phase 2B subdivision plat, is complete (see Exhibit D). The future park on the Undeveloped Property located to the west of Phase 14 of the Project (the "Remaining Park"), as well as the trail connecting the two Project parks (the "Trail"), both as shown in the Concept Plan, remain to be constructed. The Remaining Park shall include permanent public restroom facilities. Developer shall bid the construction work for the Remaining Park. Developer and the City Parks and Recreation Director shall jointly review the bids and work cooperatively to select a low, responsible bidder. These Facilities shall be constructed in conjunction with and as a part of the construction of the associated adjacent Project phase or subphase that includes Facilities. The Remaining Park shall be constructed prior to completion of the Project. Developer shall convey all completed Facilities to the City by bill of sale after they pass inspection by the City's Public Works and Parks and Recreation Departments. To assure the City that Developer will not avoid the construction of the Remaining Park by developing phases or subphases of the Project that are not adjacent to the Remaining Park, Developer agrees to develop the Undeveloped Property

according to the Preliminary Phasing Plan attached as part of Exhibit B-1. Exhibit B-1 may be amended from time to time by Developer with the prior written consent of the City, which consent shall not be unreasonably withheld, so long as the obligation to construct the Remaining Park is not circumvented.

Developer agrees to provide to the City a bond (cash or letter of credit, at Developer's discretion) for the construction described in this Section 4.5. A separate bond agreement, on a form approved by the City, shall be entered into by the Parties governing the terms of the bond. The bond will be based upon a cost estimate related to the Remaining Park, plus a reasonable contingency of 20%, and will be provided by a reputable landscape architect or engineer selected by the Developer. The Parties agree that Developer will not be provided with any Building Permits for Phase 14 homes until the Remaining Park is complete.

2.5. Section 4.5(c), is deleted in its entirety and replaced with the following:

(c) Developer shall be entitled to a credit against parks and recreation impact fees paid on Project building permits ("Credit for Park Impact Fees"), pursuant to Tooele City Code 4-15, as amended, and pursuant to the Park and Special Purpose Recreation Facility Capital Facilities Plan and Impact Fee Analysis, as amended or superseded, for construction of the Facilities. The parties acknowledge and agree that as of the Effective Date, the remaining Credit for Park Impact Fees for the previously completed park in Copper Canyon P.U.D. Phase 2B of the Project is equal to \$393,201 ("Remaining Credit Amount") (being the difference between the total value of eligible constructed Facilities of \$490,951 as of the Effective Date, minus the amount of parks and recreation impact fee credits paid to Fieldstone or Fieldstone affiliates of \$97,750 as of the Effective Date).

The parties acknowledge and agree that pursuant to the Fieldstone/Phoenix Purchase Agreement and the Fieldstone/FCC Purchase Agreement, such Remaining Credit Amount will be allocated among the parties as follows. The Remaining Credit Amount will first be allocated to offset the impact fees payable to the City (based upon the City's standard impact fee schedule as amended from time to time) in connection with the 77 Improved Lots. Thus, to the extent Fieldstone retains ownership of the 77 Improved Lots, Fieldstone shall be entitled to the applicable Remaining Credit Amount in connection with such retained lots. To the extent FCC acquires the Improved Lots, then FCC shall be entitled to the applicable Remaining Credit Amount in connection with such purchased lots. The Remaining Credit Amount will be paid on a "first-in-time first-in-right" basis as building permits for the Improved Lots are obtained. Neither Fieldstone nor FCC (or their successors or assigns) are beneficiaries under this Agreement; rather, this allocation provision merely instructs the City regarding the appropriate impact fee credit payee in the administration of the City's impact fee credit regulations.

By way of example only, and assuming that the City impact fee at the time of development of all lots is \$2,500, if FCC acquires 70 of the Improved Lots, and Fieldstone retains (or sells to a third party other than FCC or Developer) 7 of the Improved Lots, then FCC would be allocated \$175,000 (70 x \$2,500) of the Remaining Credit Amount, Fieldstone would be allocated \$17,500 (7 x \$2,500) of the Remaining Credit Amount, and Developer would be allocated the balance of Remaining Credit Amount.

The manner of paying the applicable Credit for Park Impact Fees to the applicable party hereunder after construction of a home on a lot within the Project will be consistent with the City's standard practices. The City shall not be obligated to make payments of the Credit for Park Impact Fees or the Remaining Credit Amount more frequently than every 90 days. To the extent that the amount of parks and recreation impact fees collected from building permits on all of the Lots is insufficient to pay Developer the total eligible impact fee credit value of the parks and recreation Facilities constructed in the Project pursuant to this Agreement, the City's obligation to pay further parks and recreation impact fees shall terminate, and Developer hereby waives any further right Developer might otherwise have to claim parks and recreation impact fees from other developments in the City; so long as such deficiency does not arise from the mismanagement of funds or other error by the City in applying such funds.

Remaining Park Impact Fees.

Developer shall be entitled to Credit for Park Impact Fees for the development and construction of the Remaining Park under the same rules and terms as described in this Section 4.5, for construction of the Facilities, after construction of a home on lots within Phases 7, 8, 10, 11, 12, 13, and 14. Developer and City will work cooperatively to agree upon Remaining Park costs eligible for impact fee credits.

2.6. In Section 5, the second sentence is deleted in its entirety and replaced with the following:

“Such vested rights shall be effective until twenty (20) years from the Effective Date, with the option on the part of the Developer to extend such vested rights for an additional ten (10) years if (a) the terms of this Agreement have been substantially complied with by Developer and (b) Developer is proceeding with reasonable diligence in the development of the Project in the phases contemplated hereby, or (c) the terms of this Agreement are amended in such a way as to expressly modify the period of vested rights. Except as otherwise provided herein, (y) the land use regulations applicable to and governing the development of the Project as of the Effective Date of this Second Amendment shall be the existing land use regulations and policies of the City that may change from time to time; and (z) no moratorium, ordinance, resolution, or other land use regulation or limitation, each as relating to the timing or sequencing of the development of the Project or any portion thereof, shall apply to or govern the development of the Project or any development approval, except those regulations existing as of the Effective Date of this Second Amendment or as otherwise provided in the Agreement. The parties acknowledge that in interpreting subsection (b) of this Section regarding reasonable diligence, various factors will be considered, including without limitation, real estate market conditions in Tooele County, interest rates, and the availability of debt financing from the banking industry.

2.7. A new “Section 23” shall be added to the Agreement, and shall include the following language:

“Easement Rights. Developer agrees to grant the City a twelve (12) foot easement on the southern border of Phase 7 and Phase 12, pursuant to the terms included in the “Grant of Easement” attached as Exhibit E (attached). City acknowledges and agrees that it will be solely responsible for the development of the easement, which

may include but not be limited to construction of a trail, travel surface, any fencing, retaining walls, etc. City further acknowledges and agrees that said easement will not affect any setback requirements for future home builds. Developer will not be responsible for any cost related to the improvement or maintenance of the easement property.”

2.8. In EXHIBIT B-1, the first bullet point is deleted in its entirety and replaced with the following:

- After the completion of Phases 1 – 5, Developer plans to construct the remaining phases in the following order: 6, 9, 8, 7, 10, 11, 12, 13, 14, all at Developer’s discretion and based on market conditions. Developer may also develop phases concurrently and may rearrange the order of development above, upon prior written notice to the City.

3. Ratification. As modified and supplemented by this Second Amendment, the Agreement is ratified and confirmed and shall continue in full force and effect.

4. Integration. The Agreement and this Amendment contain the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. This Amendment may be altered or modified only in writing signed by the parties hereto.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Signature and acknowledgement pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document. Any signature on any counterpart of this Amendment delivered by “pdf” or other electronic means shall be deemed to be an original signature for all purposes and shall fully bind the party whose signature appears on such counterpart.

[signatures on following page]

EXHIBIT E
FORM OF GRANT OF EASEMENT

WHEN RECORDED RETURN TO:
Tooele City Recorder
90 North Main Street
Tooele, UT 84074

GRANT OF EASEMENT

Phoenix of Copper Canyon, LLC (“Phoenix” or “Grantor”), as owner of the phases described in Exhibit E-1 hereto and made a part hereof, does hereby grant to Tooele City Corporation (“City” or “Grantee”) and establish an access easement for the City to access, operate, maintain, repair, replace, and enlarge an existing sewer trunkline across the southern border of Phases 7 and 12 (“Purposes”), as described in Exhibit E-2.

1. Grant of Easement. Phoenix hereby grants, conveys, warrants, and reserves for the benefit of the City, a perpetual, non-exclusive easement for the Purposes described above.
2. Easement Runs with the Land. This Easement shall run with and for the benefit of the City, and all provisions of this Agreement, including the benefits and burdens, are binding upon and inure to the benefit of the City.
3. Duration. This Agreement and the Easement shall be perpetual and shall not be terminated or deemed abandoned by reason of non-use by the City. Except as set forth in this Section 3, this Easement Agreement and the Easement may be terminated only by a duly recorded instrument expressly so providing, duly executed and acknowledged by the City.
4. Amending the Easement. This Easement may be amended from time to time to, among other things, reflect the final location of the roadway or underground utilities, if necessary, only by an instrument in writing duly executed by Grantor and Grantee (or their respective successors). Both parties hereto agree to execute any documentation reasonably required for such amendment. Any such amendment shall be recorded promptly in the land records of Tooele County, Utah, and the cost of such recordation shall be shared equally among the parties. Waivers and consents respecting this Easement Agreement shall be effective only if in writing and signed by all parties hereto. In lieu of amendment, the Parties may agree to execute and record an easement termination and a substitute easement.
5. Costs; Maintenance and Repairs. City shall be responsible for any and all costs related to the construction, maintenance, and upkeep of the easement.
6. Entire Agreement. This Easement Agreement (including the exhibits attached hereto) constitutes the entire agreement between the parties hereto relative to the subject matter hereof. This Easement Agreement may not be amended or modified except in writing executed by all of the parties hereto, and recorded.
7. Interpretation. This Easement Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
8. Counterparts and Facsimile Signatures. This Easement Agreement may be executed in any

number of counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which shall together constitute one and the same instrument. Original, facsimile or power of attorney signatures shall be binding upon the executing party.

- 9. No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

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

PHOENIX COPPER CANYON, LLC
a Utah limited liability company

Shon Rindlisbacher, Manager

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ____ day of _____ 2022, personally appeared before me, a Notary Public, Brian Rindlisbacher an authorized agent of Phoenix Copper Canyon, LLC, a Utah limited liability company, who acknowledged to me that the above instrument was executed by authority.

Notary Public

EXHIBIT E-1
LEGAL DESCRIPTION OF PHASES AFFECTED BY EASEMENT

[To be attached]

EXHIBIT E-2
LEGAL DESCRIPTION OF EASEMENT AREA

[To be attached]

TOOELE CITY CORPORATION

RESOLUTION 2022-82

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH J-U-B ENGINEERS FOR THE PUBLIC WORKS CAMPUS MASTER PLAN.

WHEREAS, Tooele City anticipates the development of a Public Works Campus which will require planning, architectural, and engineering services in order to develop a master plan, and the City desires to retain the engineering services of J-U-B Engineers to perform that work (“Services”); and,

WHEREAS, the City Code requires all claims against the City over \$20,000 to be approved by the City Council, and the J-U-B agreement is in the amount of \$59,000; and,

WHEREAS, as an engineering design contract, the agreement (attached as Exhibit A) does not require competitive bidding under Utah law; and,

WHEREAS, the City Administration recommends entering into an agreement with J-U-B Engineers for the Services related to the master plan for the Public Works Campus, under the terms and conditions contained in Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit A) with J-U-B Engineers for the Public Works Campus Master Plan is hereby approved.

This Resolution is in the best interest of the health, safety, and general welfare of Tooele City and its residents and visitors, and shall become effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

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

TOOELE CITY COUNCIL

(For)

(Against)

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

Agreement

including

Agreement for Professional Services
for Public Works Campus Master Plan
Attachment 1A – Scope of Services, Schedule, and
Basis of Fee



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and JUB Engineers, Inc [NAME] of 466 North 900 West Kaysville, UT 84037 [ADDRESS], a(n) company [individual/company type], (hereinafter “Contractor”) enter into this Agreement on the September 22, 2022 (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:

See attached agreement for professional services Attachment 1A.

Public Works Campus – Master Plan

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 \$59,000 for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a 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 **June 30, 2023 [DATE]**.
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 to the extent caused by any breach of contract, or any negligent, reckless or intentional 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

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney



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



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

FOR
Tooele Public Works Facilities
Public Works Campus – Master Plan
Tooele City, Utah

Attachment 1A – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

PROJECT UNDERSTANDING / BACKGROUND

Tooele City (CLIENT) is seeking continued professional engineering services from J-U-B ENGINEERS, Inc. (J-U-B or ENGINEER) for planning, architectural and engineering services. The scope of work will include engineering services for the CLIENT'S public works facilities and recently acquired bus depot site consisting of the following items:

Public Works Campus – Master Plan

J-U-B will prepare a master plan for the public works campus site. The site plan will categorize existing facilities and uses, future facilities and needs, and expansion into the adjacent site north. The plan is anticipated to guide improvement efforts over the next ten years. As such, a Capital Improvements Plan (CIP) will be developed to prioritize projects based on near-term needs and budget. The first project, titled Phase 1, will be detailed with an opinion of probable construction cost. Phase 1 project is anticipated to take 1 ½ to 2-years to complete, including planning, design, and construction.

Public Works Campus – Phase 1 Predesign

J-U-B will prepare a predesign report for the Phase 1 project at the public works campus site. The predesign report will consist of existing site survey, building locates, and a topographic survey. A geotechnical evaluation will be completed on the site to identify soils stability for existing facilities and to provide details regarding the soils profile at the proposed building sites. Emphasis will be placed on the north project site, as this land is recently acquired by the City.

PART 1 - SCOPE OF SERVICES

- A. **Basic Services** - J-U-B's Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

1. **Task 100 – Project Administration**
 - a. **Subtask -001: Project Management**

- 1) Provide project updates to CLIENT.
- 2) Oversee project tasks and coordinate with CLIENT representatives to manage the scope, schedule, budget, and work plan for the engineering phase.
- 3) Invoices will be prepared and submitted to the CLIENT on a monthly basis and will reflect work accomplished during the billing period.
- 4) Communicate and coordinate J-U-B team activities.

b. Subtask -002: Meetings

- 1) Site Coordination Meeting – Meet with City personnel to identify existing uses, project needs and proposed site layout.
- 2) Master Plan Review Meeting – Discuss 10-Year vision and options. Establish timeline of project completion.
- 3) Project Workshop: Conduct a project workshop to select the Phase 1 project items, review preliminary site layout, and select remaining phases/project timelines and scope.
- 4) Phase 1 – Project Meeting – After selecting the Phase 1 project list, detail and review design, layouts, and project summary. Review cost estimates of Phase 1.
- 5) Project Summary Meeting – Final summary meeting of Master Plan, Capital Improvements Plan, and Predesign Report. Facilitate meeting with designated City personnel.

c. Subtask -003: Internal Quality Control

- 1) Conduct internal design reviews for quality control and assurance.
- 2) Coordinate quality assurance / quality control (QA/QC) processes.

d. Subtask -004: Project Closeout

- 1) Prepare paper and electronic archive.
- 2) Close financial billing and account records.

2. Task 200 – Master Plan

a. Subtask -001: Existing Site Characterization

- 1) Data collection
 - i. Obtain, review and summarize existing facilities
- 2) Site characterization
 - i. Detail/categorize the existing site conditions, facilities, uses.
- 3) Review existing site drainage, civil site layout, security.

b. Subtask -002: Future Site Characterization

- 1) Detail/categorize future site needs, facilities and uses.
- 2) Determine parking needs, preliminary room and building sizing, site egress, and emergency operations needs.

c. Subtask – 003: Capital Improvements Plan

- 1) Develop potential capital improvements projects on a 10-year planning horizon.
- 2) Select Phase 1 project list
- 3) Prepare opinion of probable construction cost for phase 1 projects
- 4) Prepare draft Capital Improvements Plan
- 5) Incorporate client feedback.

- 6) Prepare final Capital Improvements Plan
- d. **Subtask – 004: Master Plan Report**
 - 1) Prepare 10-year vision map of site with conceptual building layouts, equipment storage, office and personnel space, and new facilities.
 - 2) Prepare up to two (2) conceptual site design concepts, which include conceptual landscape layout, civil plans including vehicle travel pathways and conceptual architectural floor plans for office space in new Phase 1 buildings
 - 3) Meet with City to review site design concepts and select a preferred design alternative
 - 4) Prepare a final color rendered site master plan based on the selected preferred alternative and City comments
 - 5) Prepare project phasing plan and timeline
 - 6) Prepare draft Master Plan report
 - 7) Prepare final Master Plan report
3. **Task 300 – Phase 1 Predesign**
 - a. **Subtask -001: Site Survey and Topography**
 - 1) Conduct Site Survey – Establish existing facilities locations and building
 - 2) Conduct boundary survey
 - 3) Coordinate with client to survey surface-marked utilities.
 - b. **Subtask -002: Geotechnical Evaluation**
 - 1) Conduct geotechnical evaluation for proposed Phase 1 buildings.
 - 2) Incorporate findings of geotechnical evaluation with existing geotechnical reports
 - 3) Provide recommendations and considerations for future site layout and building planning.
 - c. **Subtask -003: Predesign Report**
 - 1) Prepare draft Predesign Report incorporating survey results, design constraints and geotechnical evaluation
 - 2) Prepare opinion of probable construction cost – level IV.
 - 3) Prepare final Predesign Report
 - d. **Assumptions:**
 - 1) J-U-B will utilize information provided by Tooele City for project facilities and uses, building sizing, building occupancy type and use, vehicle type and count, and personnel counts.
 - 2) A geotechnical evaluation will be completed after the master plan site layout is confirmed by the city. The evaluation will focus on new building and existing facilities stability.
 - 3) CLIENT will request utility locating and coordinate with J-U-B survey to pick up bluestake markings. CLIENT will complete potholing and provide depths, utility type, and utility diameter and provide list to J-U-B.
 - e. **Exclusions**
 - 1) Public Involvement
 - 2) Design and Construction Phase Services (Negotiated under separate task order)
 - 3) 3-D site renders, can be added as additional services.

f. **Deliverables:**

- 1) Master Plan – Draft and Final
 - i. Capital Improvements Plan
 - ii. Final Rendered Site Master Plan
- 2) Predesign Report – Draft and Final
 - i. Geotechnical Report
 - ii. Site Map – including site boundary survey and topographic survey
- 3) Electronic copies of deliverables to CLIENT

B. **CLIENT's Responsibilities** - CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:

1. Identify, negotiate and acquire all property, right-of-ways, and easements as may be required.
2. Public involvement.
3. Legal counsel, including review and approval of any contract documents to be executed by CLIENT with contractor(s).
4. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance of J-U-B's services, or any defect or nonconformance in J-U-B's services, the Work, or in the performance of any Contractor.
5. Arrange for safe access to and make all provisions for J-U-B to enter upon public and private property as required for J-U-B to perform services under the Agreement.

PART 2 - SCHEDULE OF SERVICES

A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task Name	Anticipated Schedule
100	Project Management	Concurrent with project
200	Master Plan	Draft Master Plan – Three months after all City information received. Final Master Plan – One-Month after Predesign Report Completed
300	Phase 1 – Predesign	Survey – Commences after Phase 1 Project List Selected by City Geotechnical Evaluation – Concurrent with Survey, after future site plan selected by City Draft Phase 1 - Predesign Report – One month after survey and geotechnical evaluation complete. Final Phase 1 – Three weeks after Draft comments received.
Anticipated Project Completion: March 2023		

PART 3 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Basic Services as follows:

1. For Time and Materials, not to exceed fees:

a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
100	Project Management	Time and Materials	\$3,000
	Project Milestone Meetings	Time and Materials	\$4,500
200	Master Plan	Time and Materials	\$35,500
300	Phase 1 - Predesign	Time and Materials	\$16,000
TOTAL			\$59,000

C. Period of Service: If the period of service for the task(s) identified above is extended beyond one year, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.

TOOELE CITY CORPORATION

RESOLUTION 2022-83

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH AMERICAN CHILLER MECHANICAL SERVICE FOR HEATING AND AIR CONDITIONING CONTROL AND BOILER UPGRADES AT CITY HALL.

WHEREAS, Tooele City, through the Municipal Building Authority of Tooele City, Utah, owns and operates Tooele City Hall; and,

WHEREAS, the City Hall heating and air conditioning controls and boilers have exceeded their useful life and must be removed and replaced with new equipment; and,

WHEREAS, American Chiller Mechanical Service is a State of Utah-approved contractor for HVAC equipment supply and installation pricing and, consistent with Tooele City procurement policy, the City has selected American to supply and install the new equipment, for the cost of \$177,707 (see the agreement and cost proposals attached as Exhibit A); and,

WHEREAS, it is in the best interest of Tooele City to maintain its city facilities in good and safe working order:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (attached as Exhibit A) with American Chiller Mechanical Service, in the amount of \$177,707, for the installation of new heating and air conditioning control and boiler equipment at Tooele City Hall.

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 _____, 2022.

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

Agreement:
American Chillers Mechanical Service
(Plus Cost Proposals)



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **American Chiller Mechanical Service of 2714 N. Lake Rd. Genola, UT 84655, PO Box 50701, Provo, UT 84605**, a(n) LLC, (hereinafter “Contractor”) enter into this Agreement on the **21st** day of **September, 2022** (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:
 - AC control and boiler upgrade at Tooele City Hall, located at 90 North Main, Tooele, UT 84074
 - Remove existing boiler, expansion tank, air separator, existing controls, valves, controls, gateways, routers, front-end controller and zone/area thermostats.
 - Install new two 399k BTU high efficiency boiler system, with boilers installed in series to provide redundancy and efficiency. Install all new connection piping to provide adequate access to pumps, and other normally wear parts.
 - Install piping, pumps, VFD’s and venting control
 - Install Carrier I-View Controls to run boiler and integrated pump systems, maintain proper flow, maintain temperature set points, including graphics and licensing for remote access and control.
 - Complete inspection, startup and successful testing of new system.
 - Complete training for owner and operators of system.
 - Contractor responsible for removal of existing fixtures from facility.
 - Contractor responsible for job site safety, proper containment of work area and equipment.
 - Contractor will remove any and all debris from the site and will be responsible for maintaining a clean construction area. Proper marking and tagging of area and items if required.
 - Contractor will be responsible to consult with city electrician for any electrical connections and/or electrical control and electrical circuits.
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 **\$177,707.00** 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 **March 31st, 2023**.

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 \$1,000,000.
 - 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. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
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

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney

(Revised 06/14/2022)



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

PROPOSAL

American Chiller Mechanical Service
Phone 801-946-5850

PO Box 50701

Provo, Utah 84605

MA3361

September 9, 2022



From: Trent Sorensen

To: Parker, Darwin

SCOPE OF SERVICE to be provided by American Chiller Mechanical Service in accordance with the following description:

American Chiller will provide the following:

Labor and materials to replace boiler, pumps, air separator, expansion tank at city hall. Boiler will be replaced with two 399k BTU high efficiency boilers. We include piping, boilers, pumps, VFDs, Piping equipment, Venting, Controls, Startup and Commissioning.

Investment Price NTE \$62,807.00

Exclusions: Items or Labor not specifically mentioned herein are EXEMPT from this proposal, Drywall patchwork, pre-existing conditions.

ACCEPTANCE AND APPROVAL

This shall become a valid AGREEMENT upon signature by CUSTOMER and signature by a ACMS representative in the ACMS Approval blocks below. The undersigned acknowledges and agrees by its signature that the Scope of Service and any amendment or addenda prepared by ACMS constitutes the entire AGREEMENT.

SUBMITTED BY: Trent Sorensen DATE: September 9, 2022

Execution by Authorized Representatives:

CUSTOMER ACCEPTANCE:

ACMS APPROVAL:

Customer Company Name

ACMS Approval (type/printed name)

Customer Acceptance (type/printed name)

Title

Title

Customer Acceptance (signature)

Date

ACMS Approval (signature)

Date

PROPOSAL

American Chiller Mechanical Service
Phone 801-946-5850

PO Box 50701

Provo, Utah 84605

MA3361

September 9, 2022



From: Trent Sorensen

To: Tooele City

Building: City Hall

SCOPE OF SERVICE to be provided by American Chiller Mechanical Service in accordance with the following description:

American Chiller will provide the following:

Labor and materials to completely replace all controls, including all vav controls, gateways, routers, and front end with Carrier I-vue. We will add an open IO card to the chiller to pull in every data point, such as pressures, electrical data, etc. We include control equipment, wire, graphics, startup, training, and testing.

Investment Price NTE \$114,900.00

Exclusions: Items or Labor not specifically mentioned herein are EXEMPT from this proposal, Drywall patchwork, pre-existing conditions.

ACCEPTANCE AND APPROVAL

This shall become a valid AGREEMENT upon signature by CUSTOMER and signature by a ACMS representative in the ACMS Approval blocks below. The undersigned acknowledges and agrees by its signature that the Scope of Service and any amendment or addenda prepared by ACMS constitutes the entire AGREEMENT.

SUBMITTED BY: _____ Trent Sorensen _____ DATE: September 9, 2022 _____

Execution by Authorized Representatives:

CUSTOMER ACCEPTANCE:

Customer Company Name

Customer Acceptance (type/printed name)

Title

Customer Acceptance (signature)

Date

ACMS APPROVAL:

ACMS Approval (type/printed name)

Title

ACMS Approval (signature)

Date

TOOELE CITY CORPORATION

RESOLUTION 2022-84

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH AMERICAN CHILLER MECHANICAL SERVICE FOR HEATING AND AIR CONDITIONING CONTROL AND BOILER UPGRADES AT THE PRATT AQUATICS CENTER.

WHEREAS, Tooele City owns and operates the Pratt Aquatics Center (“Pool”); and,

WHEREAS, the Pool boiler equipment has exceeded its useful life and must be removed and replaced with new equipment; and,

WHEREAS, American Chiller Mechanical Service is a State of Utah-approved contractor for HVAC equipment supply and installation pricing and, consistent with Tooele City procurement policy, the City has selected American to supply and install the new equipment, for the cost of \$216,707 (see the agreement and cost proposal attached as Exhibit A); and,

WHEREAS, it is in the best interest of Tooele City to maintain its city facilities in good and safe working order:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (attached as Exhibit A) with American Chiller Mechanical Service, in the amount of \$216,707, for the installation of new boiler equipment at the Pratt Aquatics Center.

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 _____, 2022.

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

Agreement:
American Chillers Mechanical Service
(Plus Cost Proposal)



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **American Chiller Mechanical Service of 2714 N. Lake Rd. Genola, UT 84655, PO Box 50701, Provo, UT 84605**, a(n) LLC, (hereinafter “Contractor”) enter into this Agreement on the **21st** day of **September, 2022** (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:
 - Remove existing 3 boilers, and existing heat exchangers, circulation pumps and hot water storage tank at the Pratt Aquatics Center located at 55 N. 200 W. Tooele, UT
 - Install new boiler system with boilers installed in series to provide redundancy and rapid recovery. Install all new connection piping to provide adequate access to pumps, and other normally wear parts.
 - Install second main loop pump
 - Install VFD’s on main pumps to allow system control
 - Replace existing hot water storage tank with four 199-gallon tanks linked in series
 - Replace Lap, Leisure, and kiddie pool heat exchangers with titanium plated pool appropriate heat exchangers.
 - Install I-View Controls to run boiler and integrated pump systems, maintain proper flow, maintain temperature set points, including graphics and licensing for remote access and control.
 - Complete inspection, startup and successful testing of new system.
 - Complete training for owner and operators of system.
 - Contractor responsible for removal of existing fixtures from facility.
 - Contractor responsible for job site safety, proper containment of work area and equipment.
 - Contractor will remove any and all debris from the site and will be responsible for maintaining a clean construction area. Proper marking and tagging of area and items if required.
 - Contractor will be responsible to consult with city electrician for any electrical connections and/or electrical control and electrical circuits.

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 **\$216,707.00** 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 **Feb 25th, 2023.**
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 \$1,000,000.
 - 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. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
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

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney

(Revised 06/14/2022)



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

PROPOSAL

American Chiller Mechanical Service
Phone 801-946-5850

PO Box 50701

Provo, Utah 84605

MA3361

September 9, 2022



From: Trent Sorensen

To: **Parker, Darwin**

SCOPE OF SERVICE to be provided by American Chiller Mechanical Service in accordance with the following description:

American Chiller will provide the following:

See Scope of work on following page

Investment Price NTE \$216,707.00

Exclusions: Items or Labor not specifically mentioned herein are EXEMPT from this proposal, Drywall patchwork, pre-existing conditions.

ACCEPTANCE AND APPROVAL

This shall become a valid AGREEMENT upon signature by CUSTOMER and signature by a ACMS representative in the ACMS Approval blocks below. The undersigned acknowledges and agrees by its signature that the Scope of Service and any amendment or addenda prepared by ACMS constitutes the entire AGREEMENT.

SUBMITTED BY: _____ Trent Sorensen _____

DATE: September 9, 2022

Execution by Authorized Representatives:

CUSTOMER ACCEPTANCE:

ACMS APPROVAL:

Customer Company Name

Customer Acceptance (type/printed name)

Title

Customer Acceptance (signature)

Date

ACMS Approval (type/printed name)

Title

ACMS Approval (signature)

Date

September 9, 2022

STATEMENT OF WORK

Labor and materials to completely re-invent the hot water system for the aquatics center. We plan to re-pipe the entire boiler system, including domestic hot water tanks.

Scope:

1. Remove and replace existing boilers and piping.
2. Install the second main loop pump.
3. Install VFDs on main pumps to allow for control.
4. replace the existing hot water storage tank with four 199 gal tanks tied together.
5. Replace and appropriately size pool heat exchangers. Heat exchangers will be titanium plate heat exchangers designed for pool applications.
6. Install I-View Controls to run the boiler system pumps, and maintain proper flow and temperature on the pool system. Including graphics and licensing to access controls remotely.
7. Startup and test system.
8. Owner and operator training

Breakdown:

Boilers \$68,200

Domestic Tanks \$24,100

Heat Exchanger \$18,200

Controls\$24,907

Piping and misc. Parts \$ 46,000

Labor\$35,300

TOOELE CITY CORPORATION

RESOLUTION 2022-86

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BROKEN ARROW FOR THE CONSTRUCTION OF PARK AND TRAIL FACILITIES AT ENGLAND ACRES PARK.

WHEREAS, Tooele City owns and operates an approximately 25-acre public park called England Acres, and has developed several phases of the park, with significant acreage yet to be developed due to the high costs of park facility design and improvement and inflation; and,

WHEREAS, the City is ready to develop additional park and trail facilities at England Acres, and has retained the landscape architecture firm of MHTN to design the facilities; and,

WHEREAS, the City solicited public bids for development of the England Acres park and trail facilities in accordance with the City's procurement policies and procedures, as well as the procedures and requirements of UCA §11-39-101 *et seq.*; and,

WHEREAS, Broken Arrow Inc. was the lowest responsible responsive bidder, with a total cost proposal of \$2,245,245.78 (see the Bid Tabulation attached as Exhibit A), and, based on the City's experience with Broken Arrow and its capabilities, the City Administration recommends that Broken Arrow be awarded the contract:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (attached as Exhibit B) with Broken Arrow in the amount of \$2,245,245.78 for development of the England Acres park and trail facilities.

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 _____, 2022.

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 Tabulation

England Acres Park and Trail, Bid Results September 8, 2022

Contractor	Schedule A	Schedule B	Total Schedule A & B
England Construction	\$1,502,035.00	\$1,300,584.00	\$2,802,619.00
VanCon Inc.	\$1,770,375.00	\$1,188,625.00	\$2,959,000.00
Broken Arrow	\$1,183,360.13	\$1,061,885.65	\$2,245,245.78
Stratton & Bratt	\$1,811,395.90	\$1,072,867.80	\$2,884,263.70

Exhibit B

Agreement: Broken Arrow

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Broken Arrow Inc.
- B. Address: 8960 Clinton Landing Road, Lakepoint, Utah 84074
- C. Telephone number: (801) 355-0527
- D. Facsimile number: (801) 282-5701
- E. E-Mail: dcummings@brokenarrowusa.com

1.2 OWNER

- A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

Tooele England Acres Park and Trail

1.4 ENGINEER

- A. Darwin Cook, Parks and Recreation Director, is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
1. Base Bid.
 2. _____
 3. _____
 4. _____
- C. An Agreement Supplement [_____] is, [] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Two Million Two Hundred Forty Five Thousand Two Hundred Forty Five Dollars and Seventy Eight Cents (\$2,245,245.78).

2.2 CONTRACT TIME

- A. The project shall be **50% complete** (as measured by value of the Contract) by **December 15, 2022**.
- B. The project shall be **substantially complete** by **April 30, 2023**.
- C. The project shall be **fully complete** by **May 15, 2023**.

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly,

instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

4. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.

5. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

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England Acres Park & Trail Bidder Selection Criteria Scoring

		Responsiveness	Organization Construction Team	Experience	Bid Price	Approach to Project	Total Points
		Possible points	5	15	25	40	15
Contractor							
1	England Construction	2	12	15	32	0	61
2	VanCon	5	13	23	30	15	86
3	Broken Arrow	5	11	22	40	10	88
4	Stratton & Bratt	5	12	21	31	13	82

Scored By:

Darwin Cook
 Jacob Clegg
 Vince Olcott
 Albert Severe

Tooele City Parks & Recreation
 Ensign Engineering
 MHTN
 MHTN

Scoring Reviewed By:

Paul Hansen

Tooele City Engineer

TOOELE CITY CORPORATION

RESOLUTION 2022-87

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BECK CONSTRUCTION & EXCAVATION FOR THE MAIN STREET (SR-36) PARKING PROJECT.

WHEREAS, Tooele City is desirous of supporting and encouraging commercial development within the historic down town area of the City; and,

WHEREAS, one of the items most frequently requested by the down town business owners is additional store front parking; and,

WHEREAS, the City approached UDOT about the possibility of constructing additional on street parking along the west side of Main Street between Vine Street and the United States Post Office building, and received favorable support for the project; and,

WHEREAS, funding for completion of the project will be provided by a grant received from the Tooele County Council of Governments; and,

WHEREAS, the City solicited public bids for the construction of the Main Street Parking Project in accordance with the procedures of §11-39-101 *et seq.* and §72-6-108, Utah Code Annotated, as amended, and received three bids; and,

WHEREAS, Beck Construction & Excavation was the lowest responsive, responsible bidder with a bid of Seventy Eight Thousand Seventy One Dollars (\$78,071.00); and,

WHEREAS, the City Administration requests an additional appropriation of 10% in the amount of Seven Thousand Eight Hundred Dollars (\$7,800.00) as contingency for change orders for changed conditions which may arise during the Project due to its unique location within the historic part of the City, as reviewed and approved by the Mayor; and,

WHEREAS, a copy of the Main Street/State Route-36 Parking Bid Results and Recommendation letter, and the Agreement are attached as Exhibits A and B, respectively:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that

1. the agreement attached as Exhibit B with Beck Construction & Excavation is hereby approved, in the amount of Seventy Eight Thousand Seventy One Dollars (\$78,071.00), for completion of the Main Street (Sr-36) Parking Project; and,
2. an additional Seven Thousand Eight Hundred Dollars (\$7,800.00) contingency is hereby approved, which may be used for changed conditions 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 _____, 2022.

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

Main Street/State Route-36 Parking Bid Results and Recommendation

(Jones & DeMille Engineering, September 14, 2022)



September 14, 2022

Mr. Paul Hansen, PE
City Engineer
Tooele City
90 North Main Street
Tooele, UT 84074

Subject: Main Street/State Route-36 Parking Bid Results and Recommendation

Dear: Mr. Hansen

We have completed our review of the bid information submitted by three contractors and are providing the following information and recommendation.

The bid opening was held on September 1, 2022, at 2:00 P.M. at the City offices with a total of three bids being submitted from the following contractors:

1. Beck Construction & Excavation. Total Bid = \$78,071.00
2. ACME Construction. Total Bid = \$104,219.70
3. England Construction. Total Bid = \$162,865.00

In reviewing the provided bid documents, the following summary is being provided.

- All bid schedules were reviewed, and no math errors were discovered.
- Beck Construction has significantly less dollars in the Traffic Control Bid item than the other two contractors. We spoke with Beck Construction about the concern of not having enough costs to provide sufficient traffic control in a UDOT rights-of-way. They indicated that they are comfortable moving forward with their costs and can complete the project safely and efficiently within the UDOT rights-of-way. See attached email.
- The apparent low bidder is Beck Construction.
- Article 3 of the Instructions to Bidders (Section 00 21 13) required the following documents and information to be provided with the Bid:
 - Information regarding two projects similar in size and scope as proposed Project that Bidder has completed within the last ten years. Include name and phone number of person Owner or Engineer may contact regarding each referenced project.
 - A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - Bidder's state or other contractor license number.

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200A
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 107/109
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005

- Items B and C were provided by all contractors. Item A was not provided by Beck Construction with the initial bid, they provided a statement indicating they “acknowledge and meet all the criteria outlined in Article 3”. Upon request they provide two references as shown below.

PROJECT NAME:	UDOT - I - 15 1700 S Connector Ramp			
Owner:	UDOT	Robert Giolas	801-910-2250	rgiolas@utah.gov
Owner:	UDOT	Kevon Ogden	801-910-2100	kevonogden@utah.gov
Contractor Project Manager:	Kyle MacArthur			
Contractor Superintendent:	Garen Beck			
Project Dates:	06/19/2021 Through 06/21/2021			
Project Amount:	\$90,058.50			
Bid Amount:	\$90,058.50			
Claims or Disputes	N/A			
Description of Work:	Emergency repair to remove and replace concrete panel on I-15 Southbound interchange.			

PROJECT NAME:	Tooele City - Smelter Road Sidewalk			
Owner:	Tooele City	Paul Hansen	435-843-2132	paulh@tooelecitey.org
Engineer:	Paul Hansen Accociates	Paul Hansen	435-843-2132	paulh@tooelecitey.org
Contractor Project Manager:	Kyle MacArthur			
Contractor Superintendent:	Garen Beck			
Project Dates:	Summer/Fall 2021			
Project Amount:	\$351,350.00			
Bid Amount:	\$393,144.13			
Claims or Disputes	none			
Description of Work:	Installation of sidewalk, curb and gutter, regrade and asphalt, park strip, storm drain pipe and boxes			

We spoke with Robert Giolas at UDOT concerning the UDOT project listed. Robert indicated they have completed a few projects for UDOT and they have been very happy with their work. They have worked with three different contractors recently on similar projects and Beck has been the contractor they prefer. Robert said they were pleasant, knowledgeable (specifically mentioned Garen) and fair with changes. He highly recommended them.



Given the above information and the attached email we can recommend that Tooele City award the project to Beck Construction and Excavation for \$78,071.00.

Sincerely,

JONES & DeMILLE ENGINEERING, INC.



Ted Mickelsen, PE
Project Manager

Attachments: Bid Tab
email from Beck Construction



TABULATION OF BIDS

Bid Schedule		Bidders:				No. 1 Beck Construction and Excavation		No. 2 ACME Construction		No. 3 England Construction	
Item No.	Item Description	Unit	Estimated Quantity	Engineer's Probable Cost:		Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
				Unit Price	Price						
1-1	Quality Control Testing	L.S.	1	\$ 2,000.00	\$2,000.00	\$2,850.00	\$2,850.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00
1-2	Traffic Control	L.S.	1	\$ 2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$9,750.00	\$9,750.00	\$14,000.00	\$14,000.00
1-3	Mobilization	L.S.	1	\$ 7,816.48	\$7,816.48	\$8,325.00	\$8,325.00	\$17,950.00	\$17,950.00	\$42,000.00	\$42,000.00
1-4	Survey	L.S.	1	\$ -	\$0.00	\$1,915.00	\$1,915.00	\$1,580.00	\$1,580.00	\$3,500.00	\$3,500.00
1-5	Exploratory Excavation	Each	2	\$ 320.00	\$640.00	\$775.00	\$1,550.00	\$1,230.00	\$2,460.00	\$1,500.00	\$3,000.00
1-6	Remove Tree	Each	1	\$ 75.00	\$75.00	\$3,165.00	\$3,165.00	\$1,350.00	\$1,350.00	\$2,000.00	\$2,000.00
1-7	Remove Tree Stump	Each	1	\$ 1.25	\$1.25	\$1,135.00	\$1,135.00	\$995.00	\$995.00	\$1,000.00	\$1,000.00
1-8	Remove Concrete Curb & Gutter	L.F.	140	\$ 1.50	\$210.00	\$8.05	\$1,127.00	\$13.00	\$1,820.00	\$20.00	\$2,800.00
1-9	4" PVC Conduit	L.F.	135	\$ 4.00	\$540.00	\$21.00	\$2,835.00	\$70.00	\$9,450.00	\$55.00	\$7,425.00
1-10	Roadway Excavation (Plan Quantity)	C.Y.	120	\$ 0.05	\$6.00	\$71.50	\$8,580.00	\$60.00	\$7,200.00	\$130.00	\$15,600.00
1-11	Separation Geotextile	S.Y.	140	\$ 2.00	\$280.00	\$12.50	\$1,750.00	\$7.00	\$980.00	\$16.00	\$2,240.00
1-12	Untreated Base Course (Plan Quantity)	C.Y.	30	\$ 12.50	\$375.00	\$85.00	\$2,550.00	\$120.00	\$3,600.00	\$180.00	\$5,400.00
1-13	HMA - 1/2 inch	TON	50	\$ 13.00	\$650.00	\$300.00	\$15,000.00	\$297.00	\$14,850.00	\$550.00	\$27,500.00
1-14	Concrete Curb & Gutter (Type B1)	L.F.	150	\$ 22.00	\$3,300.00	\$43.00	\$6,450.00	\$53.75	\$8,062.50	\$75.00	\$11,250.00
1-15	Concrete Flatwork (4" Thick)	S.F.	470	\$ 1.15	\$540.50	\$12.50	\$5,875.00	\$15.00	\$7,050.00	\$18.00	\$8,460.00
1-16	Pavement Marking Paint	L.S.	1	\$ 30.00	\$30.00	\$2,475.00	\$2,475.00	\$1,450.00	\$1,450.00	\$1,800.00	\$1,800.00
1-17	Turf Sod	S.F.	80	\$ 5.50	\$440.00	\$8.00	\$640.00	\$16.94	\$1,355.20	\$16.00	\$1,280.00
1-18	Reconstruct Water Meter	Each	2	\$ 1,000.00	\$2,000.00	\$2,615.00	\$5,230.00	\$3,950.00	\$7,900.00	\$1,300.00	\$2,600.00
1-19	Emulsified Asphalt (Tack)	TON	0.1	\$ 0.65	\$0.07	\$3,190.00	\$319.00	\$1,170.00	\$117.00	\$100.00	\$10.00
1-20	Granular Borrow (Plan Quantity)	C.Y.	50	\$ 1,200.00	\$60,000.00	\$78.00	\$3,900.00	\$86.00	\$4,300.00	\$150.00	\$7,500.00
					\$81,404.30	Accepted Total:	\$78,071.00	Accepted Total:	\$104,219.70	Accepted Total:	\$162,865.00
						Submitted:	\$78,071.00	Submitted:	\$104,219.70	Submitted:	\$162,865.00
						Correction:	\$0.00	Correction:	\$0.00	Correction:	\$0.00

TOTAL

Correction Notes	Correction Notes	Correction Notes
Corrected Bid Item:	Corrected Bid Item:	Corrected Bid Item:

I hereby certify that the above is a true and correct summary of the bids received:

Project Manager: _____

Ted Mickelsen

From: Kyle MacArthur <Kyle@beckconstruct.com>
Sent: Thursday, September 8, 2022 10:18 AM
To: Ted Mickelsen
Subject: Tooele - Main St SR-36 Parking Project

Ted,

I talked over the project with our owner and we're comfortable moving forward with this project. We do a lot of UDOT projects and are confident in completing the project efficiently and safely within their ROW.

Thank you for the call.

Kyle MacArthur
Estimator/Project Manager
435-901-8416
Beck Construction and Excavation

EXHIBIT B

Agreement:

Beck Construction & Excavation

DOCUMENT 00 52 15
CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

Prepared by



Issued and Published Jointly by



CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Tooele City (Owner) and Beck Construction & Excavation, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Main Street/State Route-36 Parking, which includes Removing existing curb and gutter and landscaping. Relocating and rebuilding two culinary water meters. Installing a structural road section for parking along existing road including subbase, roadbase, curb and gutter, and HMA completed by May 1, 2023. Connecting new curb and gutter to existing sidewalk with concrete flatwork and repairing damaged landscaping. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located on the west side of Main Street approximately 240 feet north of Vine Street for an approximate 130-foot stretch (40.53126, -112.29868).

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Specifications listed in the Table of Contents.
 - 5. Drawings as listed on the Drawing Sheet Index.
 - 6. Addenda.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is Jones & DeMille Engineering, Inc.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The paving work will be completed on or before **May 1, 2023** and completed and ready for final payment on or before **May 15, 2023**.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner 200 for each day that expires after the Contract Time for paving completion, and Contractor shall pay Owner \$100 for each day that expires after the Contract Time for final payment.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to

an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices for each unit of Work completed at the unit prices stated in the Contractor's Bid, attached here to as an exhibit. Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a

minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	Statutory
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>500,000</u>
Bodily Injury By Disease, each Employee	\$ <u>500,000</u>
Bodily Injury/Disease Aggregate	\$ <u>500,000</u>

- b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

- c. Automobile Liability herein:

Bodily Injury:	
Each Person	\$ <u>1,000,000</u>
Each Accident	\$ <u>1,000,000</u>
Property Damage:	
Each Accident	\$ <u>1,000,000</u>

- d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

- e. Contractor's Pollution Liability:

Each Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the

Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
- B. The Contractor shall not award work valued more than fifty (50) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused

thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer may make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

- C. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- D. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- E. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 Changes to Unit Price Work

- A. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - 1. If the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Bid Form; and
 - 2. If there is no corresponding adjustment with respect to any other item of Work; and
 - 3. If Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the

quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and

direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to

Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such

suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough 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.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. 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:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
5. 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.
6. 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.
7. 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.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 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.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

(Remainder of page intentionally left blank.)

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

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

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:

License No.: _____

(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 Contract.)

Exhibit -Contractor's Bid

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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

BID SCHEDULE					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Quality Control Testing	L.S.	1	2850	2850
1-2	Traffic Control	L.S.	1	2400	2400
1-3	Mobilization	L.S.	1	8325	8325
1-4	Survey	L.S.	1	1915	1915
1-5	Exploratory Excavation	Each	2	775	1550
1-6	Remove Tree	Each	1	3165	3165
1-7	Remove Tree Stump	Each	1	1135	1135
1-8	Remove Concrete Curb & Gutter	L.F.	140	8.05	1127
1-9	4" PVC Conduit	L.F.	135	21	2835
1-10	Roadway Excavation (Plan Quantity)	C.Y.	120	71.50	8580
1-11	Separation Geotextile	S.Y.	140	12.50	1750
1-12	Untreated Base Course (Plan Quantity)	C.Y.	30	85	2550
1-13	HMA – ½ inch	TON	50	300	15000
1-14	Concrete Curb And Gutter Type B1	L.F.	150	43	6450
1-15	Concrete Flatwork, 4 Inch Thick	S.F.	470	12.50	5875
1-16	Pavement Message Paint	L.S.	1	2475	2475
1-17	Turf Sod	S.F.	80	8	640
1-18	Reconstruct Water Meter	Each	2	2615	5230
1-19	Emulsified Asphalt (Tack)	TON	0.1	3190	319
1-20	Granular Borrow (Plan Quantity)	C.Y.	50	78	3900
Total Bid Price					78,071.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

Tooele City Council & RDA Work Meeting Minutes

Date: Wednesday, September 7, 2022

Time: 5:30 p.m.

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

City Council Members Present:

Ed Hansen

Justin Brady

Maresa Manzione

Tony Graf

David McCall

City Employees Present:

Mayor Debbie Winn

Jim Bolser, Community Development Director

Adrian Day, Police Department Chief

Shannon Wimmer, Finance Director

Paul Hansen, City Engineer

Matthew Johnson, Assistant City Attorney

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Minutes prepared by Katherin Yei

1. Open City Council Meeting

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

2. Roll Call

Tony Graf, Present via phone

Ed Hansen, Present

Justin Brady, Present

Maresa Manzione, Present

David McCall, Present

3. Mayor's Report

Mayor Winn reported on the following:

The Governor invited all Utah Mayors for a Luncheon.

She had a meeting with Carlos Berzerous of UDOT to discuss multiple issues.

There is a trackless train for kids and adults at the Tooele Valley Railroad Museum.

On August 24th, the volunteer Fire Department brought in the first Women Fire Firefighter.

The position for a Fire Marshal will be opening soon.

The floor for the million-gallon water tank at Berra Well has been laid.

4. Council Member's Report

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

5. Discussion Items

A. Zoning Map Amendment Reassigning the Zoning Designation from NC Neighborhood Commercial to MR-12 Multi-Family Residential for Approximately 7.4 Acres of Property Located at 602 and 603 West Three O' Clock Drive

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a Zoning Map Amendment to reassign the subject property near 3 O'clock Drive. A Land Use Map amendment was recently approved for High-Density Designation. The current zoning identifies it as Neighborhood Commercial. The applicant is requesting the MR-12 Zone. There was a condition put on the Land Use Map amendment that there would be no more than 10 units per acre.

The Council asked the following questions:

Is the concept included in what is being presented?

Mr. Bolser addressed the Council. It is a townhome project being proposed with an extended cul-de-sac extending off of 3 O'clock Drive. The applicant provided information to show they stay in the written requirements. As well as their concept. Hallmark Homes will be potentially purchasing the property and developing it.

B. Amendments to the Affordable Housing Plan Element of the Tooele City General Plan

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented an amendment for the Affordable Housing Plan. House Bill 462 was adopted in the Spring. It administers requirements for the City to create an affordable housing plan. There was only one that was not already in place. The City needed to include an implementation plan for each strategy. The plan needed to be formalized and in a format that fits the State's requirements. This needs to be in place by October 1st. This is the first step of two for the revisions including being compliant with State Law and being current with the data the City has.

C. Sewer Maintenance Acoustic Inspection Report Presented

by Paul Hansen, City Engineer

Mr. Hansen presented a report regarding the sewer maintenance acoustic inspection. The Council approved a contract with RH Boarden and Company that specializes in diagnostics for sewer systems. This allows the City to improve efficiency for repair and maintenance, including the capacity of the pipes. They have received a program map that shows all man holes in Tooele City. The Public Works Department divided the City in thirds, starting with the center of the City. It is the oldest part of the City. The other sections will be picked up in future years. The

condition of pipes are as follows; 60% of the system is in good condition, 30% of the system is in fair condition, and 8% is in poor condition. The study was able to look at over 50 miles of pipeline. The City is required to video and observe the infrastructure every five years for insurance and this fulfills that requirement.

The Council asked the following questions:

Since they started with oldest pipes, that give hope the other sections are in great condition?

With this data, does that mean the area in fair and poor condition need to be cleaned or replaced?

Mr. Hansen addressed the Council's questions. Pipes used to be made from a clay material. It has a shorter life capacity than the newer materials. With the knowledge they now have, they can manage it appropriately. Some man holes and pipes have crumbled and will need to be replaced.

D. Canyon Springs Annexation Agreement

Presented by Matthew Johnson, Assistant City Attorney

Mr. Johnson presented a draft of the Canyon Springs Annexation agreement. In the agreement, there is a caption with no paragraph. The paragraph was removed and the caption will be removed as well.

The Council had a discussion on the draft annexation agreement. The contribution of \$250,000, as written says it goes to Tooele City to disperse as needed. Does that donation not go directly to the Affordable Housing Authority? Is there a way to make the contribution go toward fire responders and teachers? The contribution to England Acres does not have to be used for that specifically, it can be used for other parks or projects. The Council would like to further discuss the Affordable Housing Authority contribution section and where the money is spent. This agreement does cap the housing around 274 units.

Mayor Winn addressed the Council. The reasoning behind the wording of the contribution, is because the Council has approved credits for the affordable housing. The idea is the City can reinvest it into other parts of the City and their needs. The \$250,000 would help supplement the down payment program. It has been mentioned to give the money towards teachers, first responders, or Staff; but everyone would have to qualify within the program to participate in those funds.

Mr. Schmidt addressed the Council. They are committed to the \$250,000, but they would like to tie it the agreement for legality purposes.

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

There was no closed meeting.

7. Adjourn

Chairman Brady adjourned the meeting at 6:18 p.m.

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

Approved this ____ day of September, 2022

Justin Brady, City Council Chair

Tooele City Council Business Meeting Minutes

Date: Wednesday, September 7, 2022

Time: 7:00 p.m.

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

City Council Members Present:

Ed Hansen

Justin Brady

Maresa Manzione

Tony Graf

Dave McCall

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Jim Bolser, Community Development Director

Shannon Wimmer, Finance Director

Paul Hansen, City Engineer

Matthew Johnson, Assistant City Attorney

Darwin Cook, Parks and Recreation Director

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Minutes prepared by Katherin Yei

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

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call

Tony Graf, Present

Ed Hansen, Present

Justin Brady, Present

Maresa Manzione, Present

Dave McCall, Present at 7:06PM

3. Public Comment Period

Brent Lindstrom with Leisure Villas shared information for a consideration of a Fee-in-lieu of water for the senior living area off of 1000 North. They are nearing the end of Phase 1, but need help with finding the appropriate water.

4. Public Hearing on a Petition for the Canyon Springs Annexation of 61.16 Acres at Approximately 750 North Droubay Road by Howard Schmidt

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a petition for annexation. This is only a public hearing item, not a decision item. The annexation is a lengthy process. The subject property is located near Droubay Road. The expansion area map does show the area being included in the City's expansion plan. The areas included are identified for the City to decide to petition. The property does not include a land use designation, but the surrounding areas are a medium-density residential. It is identified to support highest density for single-family homes. The zoning map will have to be decided by the Council. The map shows the surrounding areas as R1-7. A concept plan has been provided including 172 single-family dwelling lots compliant with the R1-8 zone. The process is governed by State Code, with full discretion by the Council. Studies have been submitted for the Council and Staff to review.

Emails have been received from the public in regard to the proposed annexation and have been read for the recorded video of the meeting. They were received from the following:

Zion Farms LLC

Scott Bradshaw

John and Sherry Roberts

John Williams

Linden Greenhalgh and Dean Lavender

The public hearing was opened. The public shared concerns about the benefits to the community and impact to Tooele.

Valerie Peterson shared questions and concerns regarding the contribution to the parks within the City, Staffing the Police Department, and having enough teachers.

Dave Bresnahan addressed the water pressure within the homes, fire safety, and developing on the land within the Tooele City boundaries.

Scott Peterson shared concerns regarding traffic, the housing market, and schools.

Sherry Roberts concerns of the rural property and farms disappearing if the development is approved.

The public hearing was closed.

Chairman Brady addressed the public's concerns. This annexation is not considered lightly. They have asked for multiple studies and the impacts to the City. The contribution is an agreement that a trail system be developed. As well as a \$250,000 contribution for Parks. There will be an additional contribution for affordable housing within the community. The developer does have rights for water and will be used within the subdivision. The water master plan gives an idea of

growth and water sources. This annexation feels like a natural addition. This is a move-up subdivision.

Council Member Graf addressed the public. He is not in favor for the annexation for many reasons including losing the buffer zones, water, infill, fire safety, cost of building infrastructure, lack of green spaces, and the unknown answers of the contributions.

Mr. Schmidt addressed the Council and the public's concerns. The trail system is being worked on with the county. UDOT has donated the small section of property. There will be detention ponds alongside Droubay Road with beautiful street-scapes.

5. Public Hearing & Motion on Ordinance 2022-33 an Ordinance of Tooele City Amending the Tooele City Zoning Map to Reassign Approximately 9.12 Acres Located at Approximately 800 North 100 East From the MR-25 Multi-Family Residential Zoning District to the MR-20 Multi-Family Residential Zoning District

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented information on a City generated application for a Zoning Map Amendment located at the Legacy Apartments. The Land Use is assigned to the High Density Residential. Currently, this is the only project assigned to the MR-25. There are 12 apartment buildings and a clubhouse building. This is a housekeeping effort since the City Council removed the MR-25 zone from the City Code. The project will be in compliance as MR-20. The Planning Commission has heard the item and forwarded a positive recommendation.

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

Council Member Manzione motioned to approve Ordinance 2022-33 an Ordinance of Tooele City Amending the Tooele City Zoning Map to Reassign Approximately 9.12 Acres Located at Approximately 800 North 100 East From the MR-25 Multi-Family Residential Zoning District to the MR-20 Multi-Family Residential Zoning District. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

6. Public Hearing & Motion on Ordinance 2022-34 an Ordinance of the Tooele City Council Vacating a Dedicated Public Utility Easement on Lot 5 of the Smart Subdivision

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a Public Utility Easement asking to be vacated. When subdivisions are approved, there are public utility easements to have an area designation for utilities. The easements are not utilized. The City Council can review requests to remove the easements and the restrictions that they may present. The application is for a non-residential property located near 2000 North. The Plat was record in 1990. They have provided letters from utility companies that state they do not use the easements.

The Council asked what they would be using the area for?

Mr. Bolser addressed the Council's question. They will be adding an accessory structure for further operations.

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

Council Member Hansen motioned to approve Ordinance 2022-34 an Ordinance of the Tooele City Council Vacating a Dedicated Public Utility Easement on Lot 5 of the Smart Subdivision. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

7. Resolution 2022-76 a Resolution of the Tooele City Council Acknowledging the Mayor's Appointment of Jon Proctor to the Planning Commission

Presented by Debbie Winn, Mayor

Mayor Winn presented the appointment of Jon Proctor to the Planning Commission.

Council Member Graf motioned to approve Resolution 2022-76 a Resolution of the Tooele City Council Acknowledging the Mayor's Appointment of Jon Proctor to the Planning Commission. Commissioner McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

8. Resolution 2022-77 a Resolution of the Tooele City Council Approving an Agreement with Smith and Loveless Inc. for the Purchase of Grit Removal Equipment at the Tooele City Water Reclamation Facility

Presented by Paul Hansen, City Engineer

Mr. Hansen presented an agreement with Smith and Loveless for the purchase of the grit removal equipment for the expansion of the City Water Reclamation Facility in the amount of \$802,500. The life of the equipment is about 20 years.

Council Member McCall motioned to approve Resolution 2022-77 a Resolution of the Tooele City Council Approving an Agreement with Smith and Loveless Inc. for the Purchase of Grit Removal Equipment at the Tooele City Water Reclamation Facility. Chairman Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

9. Resolution 2022-78 a Resolution of the Tooele City Council Approving an Agreement with Huber Technology Inc. for the Purchase of Coarse Screening Equipment at the Tooele City Water Reclamation Facility

Presented by Paul Hansen, City Engineer

Mr. Hansen presented an agreement with Huber Technology to purchase coarse screening equipment in the amount of \$352,589.

Council Member Hansen motioned to approve Resolution 2022-78 a Resolution of the Tooele City Council Approving an Agreement with Huber Technology Inc. for the Purchase of Coarse Screening Equipment at the Tooele City Water Reclamation Facility. move item number 6 before item number 4. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Brady, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye.” The motion passed.

10. Resolution 2022-79 a Resolution of the Tooele City Council Approving an Agreement with Staker & Parsons Companies for the 2022 Roadway Maintenance Project – Part 3, Light Weight Aggregate Chip Seal

Presented by Paul Hansen, City Engineer

Mr. Hansen presented an agreement with Staker & Parsons Companies for the 2022 roadway maintenance project in the amount of \$650,600. The product used is favorable, they would like to preserve more roads within Tooele City. The company would be able to move forward within the next two-weeks.

Council Member Manzione motioned to approve Resolution 2022-79 a Resolution of the Tooele City Council Approving an Agreement with Staker & Parsons Companies for the 2022 Roadway Maintenance Project – Part 3, Light Weight Aggregate Chip Seal. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Brady, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye.” The motion passed.

11. Resolution 2022-80 a Resolution of the Tooele City Council Approving and Ratifying an Agreement with CDC Restoration and Construction for the Pratt Aquatic Center Floor Resurfacing Project

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented a ratification to an agreement with CDC Restoration and Construction in the amount is \$58,100. The company was brought in during the two-week shutdown. This project completes the three-year plan, except the front entry way.

Council Member Hansen motioned to approve Resolution 2022-80 a Resolution of the Tooele City Council Approving and Ratifying an Agreement with CDC Restoration and Construction for the Pratt Aquatic Center Floor Resurfacing Project. Chairman Brady seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Brady, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye.” The motion passed.

12. Resolution 2022-81 a Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for a New Commercial Development at 1000 North and 200 West

Presented by Paul Hansen, City Engineer

Mr. Hansen presented a payment of fee-in-lieu of water for the commercial development near 1000 North and 200 West. The applicant has been working diligently to be able to move forward including traffic studies. They would like to purchase up to 20 acre/feet of water. With the purchase price increasing, they are asking for a reduced fee amount. They have been working with the City diligently to be successful in the project. Administration supports the request for the commercial development because it provides employment, additional taxes, and places to people to stay when they are in the City. Administration is also asking to authorize and set a price for the future restaurant and commercial area as well. The proposed is to approve the fee amount, but not have a transaction until the application is submitted.

Council asked for clarification regarding the size and amount that the application is asking for.

Mr. Hansen addressed the Council. The rate will be same across the board for all figures happening on the property. They will only pay for what they actually use. The Council can put a condition on the motion to only use the allowance on this property with no extra credit.

Mayor Winn addressed the Council's concerns. The initial request was made for up to 20 acre feet for the hotel, restaurant, and commercial area. They have looked back in history to see if other applications have asked with no other applications or requests being found.

Mr. Johnson asked to specify an amount in the motion.

Council member Manzione made a motion to approve Resolution 2022-81 a Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for a New Commercial Development at 1000 North and 200 West specific to the items listed in the resolution up to 20-acre/feet with a price of \$15,000 per acre feet.

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

13. Ordinance 2022-35 an Ordinance of Tooele City Adopting the 2022 Tooele City Waste-Water Collection System Master Plan

Presented by Paul Hansen, City Engineer

Mr. Hansen presented the Tooele City Waste-Water Collection System Master Plan. Planning Commission has made a favorable recommendation to adopt the plan. If this is approved, this will be stamped and moved to be adopted.

Council Member Graf motioned to approve Ordinance 2022-35 an Ordinance of Tooele City Adopting the 2022 Tooele City Waste-Water Collection System Master Plan. Council

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

14. Minor Subdivision Request for the W & R Minor Subdivision by W & R Enterprises, LC, to Subdivide Approximately 8.6 Acres Located at the Northeast Corner of 400 East 2400 North into 6 Commercial Lots in the GC General Commercial Zoning District

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented information on a subdivision request involving the undeveloped property located 400 East 2400 North. It is zoned GC, General Commercial. The subdivision proposes to split the property into six commercial lots. There will be frontage improvements. Some of those improvements will be put in when the commercial lots become occupied. The Planning Commission has heard this item and forwarded a positive recommendation.

Council Member Graf motioned to approve Minor Subdivision Request for the W & R Minor Subdivision by W & R Enterprises, LC, to Subdivide Approximately 8.6 Acres Located at the Northeast Corner of 400 East 2400 North into 6 Commercial Lots in the GC General Commercial Zoning District. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

15. Preliminary Subdivision Plan Request for the Lexington Greens Lot 107 Subdivision by Lex Townhomes, LLC, to Subdivide 1.27 Acres Located at the Northeast Corner of 680 West 1200 North into 18 Townhome Lots in the MR-16 Multi-Family Residential Zoning District

Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a preliminary subdivision plan for the long narrow parcel located northeast of 650 West apart of the Lexington Green area. The site plan review design has been approved. The property is zoned MR-16. The plan proposes to subdivide the land into 18-lots. Each lot is the footprint of townhomes. The plat proposes limited common areas. It will be owned and maintained by the HOA. The Planning Commission has heard this item and forwarded a positive recommendation.

Chairman Brady motioned to approve Preliminary Subdivision Plan Request for the Lexington Greens Lot 107 Subdivision by Lex Townhomes, LLC, to Subdivide 1.27 Acres Located at the Northeast Corner of 680 West 1200 North into 18 Townhome Lots in the MR-16 Multi-Family Residential Zoning District. Council Member Manzione seconded the motion. The vote was as follows Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

16. Minutes

There are no changes to the minutes.

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

17. Invoices

Ms. Pitt presented the following invoices:

Performance Ford Lincoln Bountiful for a 2019 Ford Ranger for the Police Department in the amount of \$37,582.00

Toole City Arts Council for FY 2022-2023 Arts Council Funding in the amount of \$131,000

Council Member Graf motioned to approve the invoices. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

18. Adjourn

Chairman Brady adjourned the meeting at 8:40pm.

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

Approved this ___ day of September, 2022

Justin Brady, City Council Chair

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

09/15/22

DESCRIPTION OF EXPENDITURE:

VENDOR: KEN GARFF WEST
VALLEY FORD

V# 09566

2022 FORD SUPER DUTY F350 WHITE VIN# 1FT7X3BN5NEE92426

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	41 4620 748000	46,000.00	0.00	44,800.00	1,200.00
TOTAL:				44,800.00	

REQUESTED \$1 Darwin Cook
DEPARTMENT HEAD

REVIEWED S. Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

09/12/2022

DATE OF SALE:

DEAL# 35826
CUST# 5147559

KEN GARFF WEST VALLEY FORD
4091 W 3500 S
WEST VALLEY CITY, UT 84120

Handwritten notes: V# 10956, 41-4620-74800

TOOELE CITY

PURCHASER'S NAME

90 N MAIN ST

STREET ADDRESS

TOOELE

TOOELE

UT

840742139

CITY

COUNTY

STATE

ZIP CODE

RES. PHONE

BUS. PHONE

(435) 241-2173

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

Main contract form with sections: PURCHASE PRICE AND OTHER SUMS DUE, TRADE-IN AND/OR OTHER CREDITS, FINANCING DISCLOSURE, PURCHASER AGREES TO ARRANGE FINANCING, SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING, and OTHER TERMS AGREED TO.

Handwritten note on yellow paper: Parks 41-4620-74800 \$46000

Purchaser has arranged insurance on vehicle through _____ insurance company. Policy # _____

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SIGNATURE OF PURCHASER: DATE 09/12/2022 VEHICLE TO BE TITLED IN NAME OF TOOELE CITY
SIGNATURE OF CO-PURCHASER: N/A DATE
SIGNATURE OF SELLER: N/A DATE 09/12/2022

**TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE**

09/15/22

DESCRIPTION OF EXPENDITURE:

VENDOR: KEN GARFF WEST
VALLEY FORD

V# 09566

FIRE VEHICLES

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
FIRE DEPARTMENT EQUIP & SUPPLY	41 4620 731721	100,000.00	0.00	100,000.00	0.00
TOTAL:				100,000.00	

REQUESTED Is/Chief mecaj
DEPARTMENT HEAD

REVIEWED S. Sommer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

Michelle Pitt

From: Michelle Pitt
Sent: Tuesday, September 13, 2022 3:32 PM
To: Debbie Winn
Cc: Michelle Pitt
Subject: Large PO for Fire for Vehicles

Mayor Winn,

Fire Chief McCoy asked me to enter a PO for \$100,000 for vehicles for the fire department, out of the 41 fund. He said that this amount was approved with the budget. I have entered it in Tyler and will take it to council on the 21st.

Thanks,
Michelle

Ken ~~Garr~~ West Valley

41-4620-731721

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

09/15/22

DESCRIPTION OF EXPENDITURE:

VENDOR: KEN GARFF WEST
VALLEY FORD

V# 09566

2 @ 2023 FORD INTERCEPTORS BLACK

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	10 4211 748000	300,000.00	0.00	89,376.00	210,624.00
TOTAL:				89,376.00	

REQUESTED 1st Chief Day
DEPARTMENT HEAD

REVIEWED S. Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

CNGP530

VEHICLE ORDER CONFIRMATION

09/07/22 18:27:26

==>

Dealer: F56024

2023 EXPLORER 4-DOOR

Page: 1 of 1

Order No: T000 Priority: A1 Ord FIN: QS050 Order Type: 5B Price Level: 320

Ord Code: 500A Cust/Flt Name: TOOLEE PD PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$47165

FUEL CHARGE

.119" WHEELBASE

UM AGATE BLACK

DEST AND DELIV 1495

9 CLTH BKTS/VNL R

TOTAL BASE AND OPTIONS 49950

6 EBONY

TOTAL 49950

500A EQUIP GRP

THIS IS NOT AN INVOICE

.AM/FM STEREO

99C 3.0L ECOBOOST 950

44U 10SPD AUTO TRAN NC

FLEET SPCL ADJ NC

425 50 STATE EMISS NC

55F KEYLESS - 4 FOB 340

153 FRT LICENSE BKT NC

SP DLR ACCT ADJ

SP FLT ACCT CR

Ken Garff Fleet Price: \$44,688.00

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC04436

2 interceptors @ 44,688.00 = \$ 89,376.00

I have inspected this Document,
pages 1 thru 1 and all
options are correct and order is complete.

Sign _____ Date _____

VENDOR # 09506

P.O. # _____

DEPT. # 10-4211-748000

DATE 9/12/22

AMOUNT \$ 89,376.00

SIGNATURE _____

CNGP705

MULTIPLE ORDER SUBMIT STATUS

09/08/22 15:05:24

==>

Dealer: F56024

Model Yr: 23

Body: K8A

PEP Code: 500A

No of Units: 005

Beg Ord: T000

End Ord: T004

Ord Type: 5B

Ord FIN: QC378

User FIN: QC378

SUBMITTED:

T000

T001

T002

T003

T004

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
U383 - 5 OF 5 ORDERS SUBMITTED.

QC04436

**TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE**

09/15/22

DESCRIPTION OF EXPENDITURE:

VENDOR: KEN GARFF WEST
VALLEY FORD

V# 09566

3 @ 2023 FORD INTERCEPTORS BLACK

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	10 4211 748000	300,000.00	89,376.00	134,064.00	76,560.00
TOTAL:				134,064.00	

REQUESTED 1st Chief Day
DEPARTMENT HEAD

REVIEWED S. Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

CNGP530

VEHICLE ORDER CONFIRMATION

09/07/22 18:27:26

==>

Dealer: F56024

2023 EXPLORER 4-DOOR

Page: 1 of 1

Order No: T000 Priority: A1 Ord FIN: QS050 Order Type: 5B Price Level: 320

Ord Code: 500A Cust/Flt Name: TOOELE PD PO Number:

K8A 4DR AWD POLICE \$47165

FUEL CHARGE

RETAIL

.119" WHEELBASE

UM AGATE BLACK

DEST AND DELIV 1495

9 CLTH BKTS/VNL R

TOTAL BASE AND OPTIONS 49950

6 EBONY

TOTAL 49950

500A EQUIP GRP

THIS IS NOT AN INVOICE

.AM/FM STEREO

99C 3.0L ECOBOOST 950

44U 10SPD AUTO TRAN NC

FLEET SPCL ADJ NC

425 50 STATE EMISS NC

55F KEYLESS - 4 FOB 340

153 FRT LICENSE BKT NC

SP DLR ACCT ADJ

SP FLT ACCT CR

Ken Garff Fleet Price: \$44,688.00

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC04436

3 interceptors *44,688.00 = 134,064.00

I have inspected this Document,
pages 1 thru 1 and all
options are correct and order is complete.

Sign _____ Date _____

VENDOR # 09566

P.O. # _____

DEPT. # 10-4211-748000

DATE 9/12/22

AMOUNT \$ 134,064.00

SIGNATURE _____

CNGP705

MULTIPLE ORDER SUBMIT STATUS

09/08/22 15:05:24

==>

Dealer: F56024

Model Yr: 23

Body: K8A

PEP Code: 500A

No of Units: 005

Beg Ord: T000

End Ord: T004

Ord Type: 5B Ord FIN: QC378 User FIN: QC378

SUBMITTED:

T000

T001

T002

T003

T004

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
U383 - 5 OF 5 ORDERS SUBMITTED.

QC04436