

**PUBLIC NOTICE**

Notice is Hereby Given that the Tooele City Council & Tooele City Redevelopment Agency will meet in a Work Session, on Wednesday, September 5, 2018 at the hour of 5:00 p.m. The Meeting will be Held in the Tooele City Hall Large Conference Room Located at 90 North Main Street, Tooele, Utah.

**1. Open City Council Meeting**

**2. Roll Call**

**3. Discussion:**

- **Rocky Mountain Power Tooele City Service Update**  
**Presented by Travis Tanner, RMP Regional Business Manager**
- **Resolution 2018 – 52 A Resolution of the Tooele City Council Consenting to the Appointment of Sarah Lawrence-Brunsvik and the Reappointment of Susan Callihan and Ray Ashby to the Library Board of Directors**  
**Presented by Jami Carter**
- **Resolution 2018 – 49 A Resolution of the Tooele City Council Approving a Contract with Abstract Masonry Restoration, Inc., for Carnegie Library Restoration Work**  
**Presented by Mayor Debbie Winn**
- **Resolution 2018 – 30 A Resolution of the Tooele City Council Approving the Annexation of 7.85 Acres of Providence Tooele LLC Property into the North Tooele City Special Service District**  
**Presented by Roger Baker**
- **Resolution 2018 – 48 A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Willow Springs Skilled Nursing Facility**  
**Presented by Paul Hansen**
- **Resolution 2018 – 50 A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Guzzle Soda Shop**  
**Presented by Paul Hansen**
- **Resolution 2018 – 53 A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Copper Canyon Phase 4 Subdivision**  
**Presented by Paul Hansen**
- **Ordinance 2018 – 14 An Ordinance of the Tooele City Council Reassigning the Zoning Designation for Property Located at Approximately 200 East 1000 North to the MDR Medium Density Residential Zoning District and Creating a Planned Unit Development Zoning Overlay to Allow for a 136-Unit Senior Living Residential Development on Approximately 26.67 Acres**  
**Presented by Jim Bolser**
- **Re-Zone Petition**  
**Presented by Jim Bolser**
- **Parks Projects**  
**Presented by Brian Roth**

- **Bonding for the Tooele City Public Safety Building  
Presented by Jason Burningham**

**4. Close Meeting**

- **Litigation & Property Acquisition**

**5. Adjourn**

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**Michelle Y. Pitt**  
**Tooele City Recorder/RDA Secretary**

**Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2110 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org), Prior to the Meeting.**

**TOOELE CITY CORPORATION**

**RESOLUTION 2018-52**

**A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO THE APPOINTMENT OF SARAH LAWRENCE-BRUNSVIK AND THE REAPPOINTMENT OF SUSAN CALLIHAN AND RAY ASHBY TO THE LIBRARY BOARD OF DIRECTORS.**

WHEREAS, the Tooele City Council created the library board of directors by Ordinance 89-13, and thereby ordained, among other things, that board members would serve three-year terms, that members cannot serve more than two full terms in succession, that the terms are to be staggered such that two expire one year, three expire the next year, and three expire on a third year; and,

WHEREAS, the City Council's consent is required to the Mayor's appointments to the Board members pursuant to Tooele City Code §2-1-4; and,

WHEREAS, the Mayor, with the support of the Library Director, wishes to appoint Sarah Lawrence-Brunsvik to replace Vera Zaccardi and to reappoint Susan Callihan and Ray Ashby for a second term to the Library Board of Directors; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that consent is hereby given to the Mayor's appointment of Sarah Lawrence-Brunsvik and the reappointment of Susan Callihan and Ray Ashby to the Library Board of Directors to serve three-year terms, as follows:

| Board Members                 | Original Appointment | Original Expiration | Present Appointment | Present Term Expiration |
|-------------------------------|----------------------|---------------------|---------------------|-------------------------|
| Susan Callihan                | 10-07-2015           | 06-30-2018          | 07-01-2018          | 06-30-2021              |
| Stephanie Statz               | 07-20-2016           | 06-30-2019          | 07-20-2016          | 06-30-2019              |
| Karen Belmonte                | 07-20-2016           | 06-30-2019          | 07-20-2016          | 06-30-2019              |
| Julie Thomas                  | 10-07-2015           | 06-30-2017          | 09-20-2017          | 06-30-2020              |
| Amanda Plaizier               | 09-20-2017           | 06-30-2020          | 09-20-2017          | 06-30-2020              |
| Donilyn Leary                 | 09-20-2017           | 06-30-2020          | 09-20-2017          | 06-30-2020              |
| Sarah Lawrence-Brunsvik       | 09-05-2018           | 06-30-2021          | 09-05-2018          | 06-30-2021              |
| Ray Ashby                     | 10-07-2015           | 06-30-2018          | 07-01-2018          | 06-30-2021              |
| Susan Callihan                | 10-07-2015           | 06-30-2018          | 07-01-2018          | 06-30-2021              |
| Dave McCall<br>(City Council) | 01-01-2010           |                     |                     |                         |

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

This Resolution shall become effective on the date of passage.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

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

S E A L

Approved as to Form:

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

**TOOELE CITY CORPORATION**

**RESOLUTION 2018-49**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH ABSTRACT MASONRY RESTORATION, INC., FOR CARNEGIE LIBRARY RESTORATION WORK.**

WHEREAS, the Carnegie Corporation of New York made a \$5,000 grant in 1909 for the construction a public library building (the "Carnegie Library") in Tooele City; the Carnegie Library, located at 47 East Vine Street in Tooele City, opened on May 10, 1911, was one of 23 such libraries constructed between 1901 and 1921; and,

WHEREAS, the Carnegie Library, together with an annex building, are currently leased to and occupied by non-profit historical organizations that operate a public Tooele Pioneer Museum; and,

WHEREAS, the Carnegie Library exterior brick walls are in serious need of cleaning, repair, and restoration in order to preserve the historical and structural integrity of the building; and,

WHEREAS, the City Administration proposes to retain the services of Abstract Masonry Restoration, Inc., to perform the cleaning, repair, and restoration work, for the price of \$85,986.00 (see company materials attached as Exhibit A and contract with scope of services attached as Exhibit B); and,

WHEREAS, Tooele City desires to preserve its history and heritage, including through the restoration of the Carnegie Library;

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the contract with Abstract Masonry Restoration, Inc., (see Exhibit B) is hereby approved and that the Mayor is hereby authorized to sign the same.

This Resolution shall become effective immediately upon passage by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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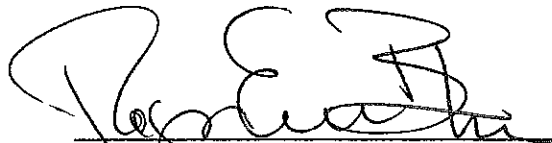
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ATTEST:

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

SEAL

Approved as to Form:

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

## Exhibit A

Company Materials for  
Abstract Masonry Restoration, Inc.





EXPERTS AT CLEANING,  
REPAIRING AND PRESERVING  
MASONRY

## Services Offered by ABSTRACT MASONRY RESTORATION

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**Masonry Restoration Consulting and Training** - Abstract's Founder and President, John Lambert, provides expert masonry restoration consulting, masonry evaluation and assessment, specification writing, expert witness services as well as training to building owners, architects and contractors nationwide.

**Paint Stripping** - Using state of the art paint stripping solutions combined with pressurized steam, we are able to remove multiple layers of any kind of paint off any masonry surface. This is done in a manner that is exceptionally gentle to the masonry, and respectful to the environment and surrounding surfaces. We never sand blast or grind the masonry.

**Old Brick and Stone Cleaning** - Stains, dirt, water marks, biological growth, black carbon deposits, hard water deposits, smoke, plant life, efflorescence, and other contaminants are removed by first, chemically softening them with specialty masonry cleaning solutions, and then gently rinsing with pressurized steam.

**Laboratory Mortar Analysis** - Learning what ingredients are in existing mortar is a prerequisite to formulating a custom mortar that closely looks and performs like the original mortar. Our laboratory identifies the hardness and the proportions of the mortar ingredients (lime, cement, sand etc.). Also included is a complete analysis of the sand. Sand is usually the main ingredient in mortar and therefore knowing its particle size distribution, color, shape and void ratio is of paramount importance.

**Custom Mortar Matching** - After existing mortar is thoroughly analyzed, we formulate a mortar that will match the color, texture, hardness and tooling of the original mortar. This assures you that the mortar that is used to repair your building will not only look good, but will be enduring. It will be sympathetic and compatible with the existing mortar and brick or stone the mortar surrounds.

**Repointing (mortar repair)** - Quality repointing begins with proper and thorough preparation of the mortar joint that the new mortar will be going into. After the joints are prepared, the mortar is analyzed, and a custom mortar is formulated, it is inserted into the void and carefully textured and tooled by expert craftsmen to match the contiguous mortar.

**Repair of Cracked Masonry** - Over time, buildings sometimes settle. While the building is settling, forces are sometimes transferred to, and absorbed by the masonry. The resulting cracks are often best repaired by installing specially designed supports, stitches and anchors to rejoin the masonry on both sides of the crack. Following the installation of the anchors, the crack is then patched with mortar to match the original color and texture of the masonry.

**Brick and Stone Replacement** - When masonry has deteriorated to the point in can not be properly repaired, it is best replaced. We have an inventory of the most common stone and old brick. If we don't have the exact brick or stone for your repair, we have resources where we can usually find it. All replacement is done with out jeopardizing the structural integrity of the building.

**Custom Stone Carving** - Abstract employs the most talented journeyman stone carvers in the Rocky Mountain area. Trained in France, our lead stone carver is capable of creating whatever shape you desire in whatever stone you choose.

**Brick and Stone Patching** - Patching masonry is truly an art. We are certified installers of Jahn Restoration Mortars. These state of the art masonry patching materials originated in Europe, and are custom colored and tooled to match the surrounding masonry. Sometimes a "dutchmen" stone repair is a better option than a patch. A dutchmen is an piece of stone that is precisely cut and shaped to fill the void in the stone left from deterioration. After it is cut and shaped to fill the void, the stone piece is secured in it's place with specialty stone anchors and/or specialty stone adhesive. When brick or stone is only partially deteriorated, it is best to leave it in the wall and patch it with one of these two methods in order to restore it's original beauty and integrity.

**Historic Stucco Repair / Restoration** - Over the years, historic exterior stucco finishes sometimes crack, deteriorate or otherwise begin to fail. We have the right technology, materials and expertise to replicate and/or repair any historic stucco finish.

**Masonry Strengthening and Consolidation** - If you have brick or stone that has been sandblasted, or is severely weathered; it may be crumbling into small "sugar like" particles. If this deterioration is not too extreme, your masonry can be strengthened, re-hardened and re-solidified by applying deep penetrating masonry consolidation treatments in order to restore them to their original condition.

**Application of Water Repellents** - After your masonry is restored, protecting it from the damaging effects of penetrating water and the accompanying expansion and contraction due to numerous freeze / thaw cycles is an important consideration. These are not the damaging film forming "sealers" you may have heard of that can trap moisture in the masonry and thereby cause a host of problems. Abstract applies only time tested, proven, long lasting, deep penetrating and 100% breathable water repellents. These water repellents do not darken or change the color of the masonry.

**Custom Masonry Staining** - If you have brick or stone that are an undesirable color, we can change their color with our custom masonry staining. Our mineral based stains have been used in Europe for over 100 years. Once applied, they become an integral part of the masonry fabric and remain breathable so they do no trap moisture like some paints or stains. The stain is applied to each individual brick or stone without staining or affecting the mortar in any way.

**Chimney and Firebox Repair** - Due to thermal expansion and contraction forces caused by the constant battle between the hot smoke and cold outdoor weather, chimney's are especially vulnerable and require maintenance or repair. We repair or replace damaged clay flue tiles, brick, stone or even the crown (the "roof" of the chimney that is on top of the chimney and surrounds the clay flue tiles). Sometimes the chimney needs flashing or other enhancements to assure a repair that will endure. Because we own our own 65 foot high aerial man lifts, "hard to access" chimneys are our specialty. Over time, the refractory brick and mortar in your firebox (the area that the actual fire burns in) becomes loose and creates a serious fire and health hazard for the building occupants. We repair these vulnerable areas using state of the art materials and techniques.

**Fire and Smoke Damage** - Over the years, we have developed exceptional solutions that successfully remove smoke damage off both interior and exterior masonry. If the brick or stone was severely heat damaged by the fire, they usually need to be replaced and / or stained. See the description of our custom mortar matching, brick and stone replacement, and masonry staining services above.

**Insurance and Accident Repairs** - Vehicles sometimes accidentally impact masonry structures and damage them. Abstract repairs the most difficult of situations saving building owners and insurance companies thousands of dollars every year.

**High Rise Building Cleaning and Repair** - We are experienced and well acquainted with the safety issues, risk management skills and other challenges inherent with working off aerial man lifts, scaffolding, suspended swing stage and other equipment required to safely access, clean and repair the masonry on high rise buildings.

Brick      Stone      Terra cotta      Adobe      Concrete      Stucco      Adobe

*Visit our web site at [www.masonry-restoration.com](http://www.masonry-restoration.com)*



EXPERTS AT CLEANING,  
REPAIRING AND PRESERVING  
HISTORIC MASONRY

## Why choose Abstract Masonry Restoration? What makes Abstract different - and *better*?

"There's a distinct difference between repaired masonry and *restored* masonry.  
One of them looks original, and endures the test of time.  
Anyone can repair masonry. We *restore* it."

John Lambert  
*Founder / President*

### **EXPERIENCE & REPUTATION**

#### **Masonry *Restoration* - Only**

Abstract is no ordinary masonry company. In fact, we don't consider ourselves a "masonry company" at all. We are a *masonry restoration* company. In other words, we don't build new masonry buildings; all we have ever done is restore existing masonry - and we are really good at it.

Properly restoring masonry requires an advanced understanding of masonry materials and how best to persuade, heal and liberate them. We accomplish this with our advanced understanding of masonry material science, historic construction methodologies and by our extensive experience. Throughout our 30 year history, Abstract has successfully completed over 1,700 masonry *restoration* projects - many of which are listed on National or State historic registers. Over those 30 years we've used hundreds of masonry restoration products and techniques. We've been fortunate to learn those that perform well, and those that don't - and we have the scars on our back to prove it. Our vast hands-on experience provides you assurance that your building is not the guinea pig of those less experienced and therefore is heir to only the finest and most enduring treatments available.

## **Locations**

Our company headquarters are located at 681 South 4050 West, Salt Lake City, Utah. We service our customers throughout the Rocky Mountain states out of our Salt Lake City, Utah office and those in the eastern United States out of Boston, Massachusetts. Our Boston presence has been established for 10 years.

## **Safety**

Abstract typically employ 25 to 35 full-time craftsmen. Our craftsmen are trained, experienced and are consistently held to the highest expectations. We are committed to maintaining a zero tolerance drug and alcohol free work place that is enforced by on-going testing. Our employees are participants in the OSHA 10 hour construction safety training. Our foremen, project managers and estimators are required to participate in the OSHA 30 hour construction safety training. Because of our strong safety culture, our workers compensation experience modification rate (EMOD) is significantly below the industry average - and has been for years.

## **Bonding**

Our bid, performance and payment bonding capacity far exceed what has ever been required. We have *never* left a bonded nor a non-bonded project unfinished. We've never had a single claim against our bid, performance or payment bond.

## **Training**

Not only do our craftsmen receive on-going training, Abstract provides expert training to others. Abstract's Founder and President, John Lambert, trains our nation's architects, building owners, engineers and masonry contractors the skills / techniques to respectfully restore masonry. He has provided expert training for 18 years and is commonly referred to as "the standard" for national historic masonry restoration training. John is the instructor for all hands-on historic masonry restoration courses at the prestigious International Preservation Studies Center in Mount Carroll, Illinois. Course topics include: Understanding Historic Masonry Mortars, Architectural Stone Restoration and Advanced Historic Masonry Restoration. John organizes and leads tours to international locations such as England and Wales to share his knowledge of historic masonry architecture and its respectful restoration.

## **Consulting**

Abstract has not only restored masonry on the contracting level for 30 consecutive years, we have also provided expert consulting services to architects, engineers, building owners, property managers etc. for 9 years. Some consulting services we provide are:

Masonry Existing Conditions Assessments / Surveys  
 Historic Mortar Analysis & Repointing Mortar Design  
 Water Leakage Investigation  
 Determining Causes of Masonry Failures / Deterioration  
 Technical Specification, Review & Analysis  
 Construction Change Order Elimination  
 Masonry Material Science & Testing  
 Materials Testing for Performance and Durability of Proposed Treatments  
 Masonry Coating Performance & Removal  
 Masonry Pathology / Apithology Analysis  
 Cost Estimating / Budgeting  
 Litigation Support / Expert Witness Services

Because of our masonry restoration experience, reputation and expertise; architects, engineers, building owners and property managers rely heavily on our opinions.

### **Professional Affiliations**

Abstract is an active member of, contributes to, and strongly supports the following preservation related organizations:

Association of Preservation Technology (APT)  
 The Preservation Trades Network (PTN)  
 The International Building Limes Forum  
 International Preservations Studies Center  
 The Traditional Building Skills Institute  
 ASTM International (American Society for Testing & Materials)  
 The Society for the Preservation of New England Antiquities (SPENA)  
 Boston Preservation Alliance  
 Society of Architectural Historians  
 Utah Heritage Foundation  
 Utah Historical Society  
 Friends of Terra Cotta

## Premier Projects

Fallingwater - Frank Lloyd Wright's masterpiece in Bear Run, PA  
 Mission San Juan Capistrano, San Antonio, TX  
 General Robert E. Lee's Civil War Headquarters – Lewisburg, WV  
 St. Francis Cathedral Basilica – Santa Fe, NM  
 Historic Ralph Waldo Emerson Home – Concord, MA  
 Historic Fox Theatre – Atlanta, GA  
 Utah State Capitol Building – Salt Lake City, UT  
 Historic Henry Coffin Whale Oil Merchant House – Nantucket, MA  
 Historic St. George Reef Lighthouse – Pacific Ocean, CA  
 Heceta Head Lighthouse – OR  
 North Head Lighthouse - OR  
 Coquina Lighthouse - OR  
 Yaquina Lighthouse - OR  
 South Channel Lighthouse - Lake St. Clair, MI  
 Historic Salt Lake City & County Building - Salt Lake City, UT  
 Hadassah Building – Boston, MA  
 State of Utah Governor's Mansion Carriage House – Salt Lake City, UT  
 Valley Forge / Loveman's Building – Chattanooga, TN  
 Boston Public Library – Boston, MA  
 Mormon Tabernacle – Temple Square, Salt Lake City, UT  
 Historic Beehive Charcoal Kilns – Piedmont, WY  
 Bannack State Historic Park – MT  
 Gilgal Folk Stone Sculpture Garden, UT  
 ArtSpace Building – Maynard, MA  
 Thunderbird Lodge, Lake Tahoe, NV  
 Historic Soda Springs Power Plant – ID  
 World's First Nuclear Power Plant – Arco, ID  
 Lincoln Hall – University of Illinois, Champaign, IL  
 Golden Spike National Historic Monument, UT  
 Molino Lofts – Los Angeles, CA  
 National Parks Service, South Rim of Grand Canyon

Abstract has also restored masonry on hundreds of other historic and prominent single family homes and commercial buildings listed on the national and state historic register in the states contiguous to Utah, the New England States, and other historic districts through out the country.

### **Summary Statement**

We feel our specialized knowledge and experience are ideally suited to deliver outstanding results on any masonry building needing restoration. *We excel at saving our clients huge dollars through our "design assist restoration approach."* *Let's chat about this concept further.*

Selection of the wrong means / methods / materials typically result in an acceleration of the rate of masonry deterioration. Therefore, the specified means / methods / materials must be appropriate in order for our work to endure the conditions the building is exposed to, while at the same time look aesthetically pleasing. Our understanding of masonry material science, construction history and modern technology insures this happens.

We are confident as you further investigate the unusually high level of our expertise, you'll realize we excel far beyond other's capabilities, and have done so for a longer period of time. Others heavily involved with historic preservation will indicate likewise. Yeah... we're pretty much historic masonry geeks.

***Visit our web site at [www.masonry-restoration.com](http://www.masonry-restoration.com)***





EXPERTS AT CLEANING,  
REPAIRING AND PRESERVING  
*HISTORIC MASONRY*

## John Lambert

Founder / President  
Abstract Masonry Restoration, Inc.  
681 South 4050 West  
Salt Lake City, Utah 84104  
USA

Boston, MA Office (781) 488-3088  
Salt Lake City, UT Office (801) 505-4977

Cell Phone (801) 509-5099  
Email: [john@masonry-restoration.com](mailto:john@masonry-restoration.com)  
Website: [www.masonry-restoration.com](http://www.masonry-restoration.com)

### HISTORIC MASONRY CONSULTANT Investigations - Litigation Support - Expert Witness

Founder / President of Abstract Masonry Restoration, Inc. 29 years hands-on contracting experience cleaning, repairing and preserving historic masonry throughout North America and abroad. Estimated and/or project managed over 1600 successful masonry restoration projects. Expert *working* knowledge of the various materials, means & methods used today to restore masonry structures. Nine years consulting experience, litigation support, forensic masonry & expert witness services.

### Areas of Expertise

Masonry Pathology / Apithology  
Recommending scopes of work  
Specification Review & Analysis  
Masonry Material Science  
Causes of Masonry Failures  
Cost Estimating / Budgeting

History of Masonry Construction  
Masonry Condition Assessments / Surveys  
Historic Mortars  
Water Leakage Investigation  
Masonry Coating Performance & Removal  
Construction Change Order Elimination

Brick Stone Terra Cotta Adobe Concrete Stucco Mortar

## Purveyor of Education

Expert instructor for the hands-on Historic Masonry Restoration courses at the International Preservation Studies Center (formerly The Campbell Center for Historic Preservation Studies) in Mt. Carroll, IL.  
1999 – Current

Adjunct Professor and expert instructor of the hands-on Historic Masonry Restoration course at the Traditional Building Skills Institute at Snow College in Ephraim, UT  
1999 – 2012

Tour guide and expert instructor for Historic Masonry Study Abroad trips to England & Wales, UK and other domestic and international locations  
2002 – Current

Frequent guest presenter and trainer at local, state and national historic preservation conferences such as The Association of Preservation Technology (APT), The Traditional Building Conference and Exhibition and The American Natural Cement Conferences.

## Professional Experience & Significant Achievements

- ❖ Historic masonry expert for the television production THIS OLD HOUSE.
- ❖ Contributing author of technical articles published in STONE WORLD magazine, THIS OLD HOUSE, MASONRY DESIGN, UTAH PRESERVATION and other trade publications.
- ❖ Author of the introduction to the reprint of the book NATURAL CEMENTS authored by Uriah Cummings in 1898.
- ❖ Recipient of 2007 Lucybeth Rampton lifetime historic preservation achievement award from the Utah Heritage Foundation
- ❖ Chairman of the board of Traditional Building Skills Institute
- ❖ Board of Trustees for Utah Heritage Foundation
- ❖ Board of Trustees for Traditional Building Skills Institute
- ❖ Advisory Board of Trustees for Adventures in Preservation
- ❖ Serves on ASTM Subcommittees C12.03.03 and C10 / C10M-09 - the national task groups charged with developing new standards for

restoration mortars and updating and reinstating the standard for Natural Cement

- ❖ Author of A CLEARER UNDERSTANDING OF THE EVOLUTION OF EARLY AMERICAN MASONRY MORTARS

### Professional Memberships / Affiliations

Association of Preservation Technology (APT)  
 Preservation Trades Network (PTN)  
 International Building Limes Forum  
 International Preservation Studies Center (formerly The Campbell Center for Historic Preservation Studies)  
 Traditional Building Skills Institute  
 ASTM International (American Society for Testing & Materials)  
 Stone Foundation  
 Utah Heritage Foundation  
 Utah Historical Society  
 Friends of Terra Cotta  
 St. George Reef Lighthouse Preservation Society

### Partial List of Representative Historic Masonry Projects

- ❖ Fallingwater - Frank Lloyd Wright's masterpiece in Bear Run, PA
- ❖ Mission San Juan Capistrano, San Antonio, TX
- ❖ Historic St. George Reef Lighthouse – Pacific Ocean, CA
- ❖ General Robert E. Lee's Civil War Headquarters – Lewisburg, WV
- ❖ St. Francis Cathedral Basilica – Santa Fe, NM
- ❖ Historic Ralph Waldo Emerson Home – Concord, MA
- ❖ Historic Fox Theatre – Atlanta, GA
- ❖ Utah State Capitol Building – Salt Lake City, UT
- ❖ Historic Henry Coffin Whale Oil Merchant House – Nantucket, MA
- ❖ Hadassah Building – Boston, MA
- ❖ State of Utah Governor's Mansion – Salt Lake City, UT
- ❖ Valley Forge / Loveman's Building – Chattanooga, TN
- ❖ Boston Public Library – Boston, MA
- ❖ Mormon Tabernacle – Salt Lake City, UT
- ❖ Historic Beehive Charcoal Kilns – Piedmont, WY
- ❖ Heceta Head Lighthouse – OR
- ❖ North Head Lighthouse - OR
- ❖ Coquina Lighthouse - OR
- ❖ Yaquina Lighthouse - OR
- ❖ South Channel Lighthouse - Lake St. Clair, MI
- ❖ Bannack State Historic Park – MT
- ❖ Gilgal Folk Stone Sculpture Garden, UT

- ❖ ArtSpace Building – Maynard, MA
- ❖ Thunderbird Lodge, Lake Tahoe, NV
- ❖ Historic Soda Springs Power Plant – ID
- ❖ World's First Nuclear Power Plant – Arco, ID
- ❖ Lincoln Hall – University of Illinois, Champaign, IL
- ❖ Golden Spike National Historic Monument, UT
- ❖ Molino Lofts – Los Angeles, CA
- ❖ National Parks Service, South Rim of Grand Canyon,
- ❖ Fort Churchill State Park Adobe Ruins - Nevada
- ❖ Salt Lake City & County Building - Salt Lake City, UT

### Interests / Personal

Passionate collector of rare and historic books, art, photographs and documents pertaining to masonry between the early 1700's through the early 1900's. Owner of what is thought to be the most comprehensive library collection on the subject available.

Brick    Stone    Terra Cotta    Adobe    Concrete    Stucco    Mortar

# ABSTRACT MASONRY RESTORATION, INC.

[Update this Business](#)

**Entity Number:** 7446996-0143

**Company Type:** Corporation - Foreign - Profit

**Address:** 681 S 4050 W Salt Lake City, UT 84104

**State of Origin:** NV

**Registered Agent:** JOHN D LAMBERT

**Registered Agent Address:**


1391 E COUNTRY LANE

ERDA, UT 84074

[View Management Team](#)

Status: Active

[Purchase Certificate of Existence](#)

**Status:** Active  as of 11/13/2017

**Renew By:** 08/31/2018

**Status Description:** Current

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

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

History

[View Filed Documents](#)

**Registration Date:** 08/26/2009

**Last Renewed:** 11/13/2017

Additional Information

**NAICS Code:** 2354 **NAICS Title:** 2354-Masonry, Drywall, Insulation, and T

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Business Name:

## Exhibit B

Contract with Abstract Masonry Restoration, Inc.



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and Abstract Masonry Restoration, Inc., of 681 South 4050 West, Salt Lake City, Utah 84104, a corporation, (hereinafter "Contractor") enter into this Agreement on the 1<sup>st</sup> day of September, 2018 (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 "Service Proposal and Acceptance" document.
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 \$84,986 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 June 30, 2019.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
  - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
  - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
  - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
  - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

- e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
  - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*
  8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

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

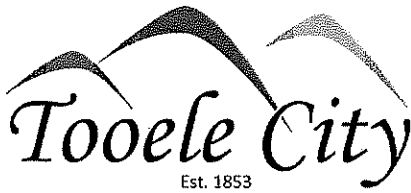
SEAL

Approved as to form:

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

(Revised 05/24/2017)





**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



EXPERTS AT CLEANING,  
REPAIRING AND PRESERVING  
HISTORIC MASONRY

## SERVICE PROPOSAL AND ACCEPTANCE

Proposal submitted to:

Mayor Debbie Winn  
90 North Main St.  
Tooele, UT 84074  
dwinn@tooelecity.org

August 22, 2018

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The following services to be performed at:

The historic Carnegie Library building located at 47 East Vine St. Tooele, UT

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ABSTRACT MASONRY RESTORATION, INC., herein after referred to as Abstract, proposes to furnish materials and perform the labor necessary to:

1. Supply and erect scaffolding necessary to safely access all exposed exterior 1911 brick masonry. Enclose the scaffolding with reinforced plastic. Dismantle scaffolding at the end of the project. Providing the equipment and fuel necessary to heat the enclosed scaffolding in the event of cold weather is excluded from this proposal.
2. Using specialty historic masonry paint stripping solutions and pressurized steam/hot water, strip the paint off all currently exposed exterior 1911 brick masonry walls and chimney. Following the stripping process, use specialty historic masonry cleaning solutions to further clean the masonry, and neutralize the alkalinity in the masonry.
3. Repair the severe cracks in the south and east brick walls by installing no more than 34 stainless steel helical crack stitches.
4. Create a custom formulated mortar that closely blends with the color, texture, strength and shape of the original mortar. Spot repoint areas where the mortar is missing or badly deteriorated. It is difficult to determine the scope of this repointing work until after the paint is removed and we are able to more fully see all areas requiring repointing. Therefore, the pricing below includes an allowance limited to \$10,000 for wall repointing.
5. Patch the concrete foundation where needed. It is difficult to determine the scope of the concrete repair work until after the paint is removed and we are able to more fully see all

areas requiring attention. Therefore, the pricing below includes an allowance limited to \$2,000 for concrete repair.

6. Using the same mortar described above, repoint all mortar joints on the top 3 feet of the chimney on the north elevation.
7. Remove the 4 badly deteriorated pre-cast concrete window sills on the north elevation of the building. Custom form and pour 4 new pre-cast concrete sills and install.
8. Anything not specifically included in the scope of work in this proposal is specifically excluded.

### GENERAL AGREEMENTS AND UNDERSTANDINGS

- 1) Tooele City agrees that the waste water will be collected, filtered to remove most solids and neutralized and then and then disposed of in an inlet to the sanitary sewer (not the storm drain) on the property or in the building at no cost to Abstract. Access to the interior of the building will be needed at all times.
- 2) On rare occasion, the drain pipes in a building may not be 100% free flowing and able to handle the disposal of the waste water. It is the customer's responsibility to make sure that all drain pipes in and outside of the building are completely free flowing and unclogged before and during the paint stripping operations. If a drain pipe becomes clogged during the paint stripping process, it is the responsibility of the customer to quickly get it unclogged at their own cost so the project can continue with out delay. The customer agrees to hold ABSTRACT harmless and not liable for any damage done to the property as a result of clogged drain pipes.
- 3) The customer agrees to provide no less than 2 working exterior hose bib faucets with a flow of no less than 8 gallons of water per minute each for the rinsing process.
- 4) A temporary electrical disconnect *may* be required when we are working around the electrical lines on the building. If needed ABSTRACT will arrange for this disconnect with the electrical company, and will correlate with the customer as to when it will be done so they can unplug computers, appliances and other potentially sensitive equipment in the building to protect them from potential power surges. It is assumed that all costs associated with disconnecting the electricity are not included in this proposal and will be paid for by Tooele City.
- 5) Proposal is based on the following assumptions:
  1. The existing windows will be removed, disposed of and replaced with new windows after our work is fully completed. Therefore, we will not mask off or protect the windows in any way.
  2. Tooele City is cooperative in allowing us to erect scaffolding in the street east of the building. The cost of obtaining any permit associated with such is excluded.
  3. Tooele City is agreeable to the waste water will be collected, filtered and neutralized and then and then disposed of in an inlet to the sanitary sewer (not the storm drain) on or in the property.
  4. This proposal is priced and based on the assumption that all work will be performed in the fall of year 2018. This proposal may require updating if it is necessary for work extend into spring of 2019
  5. All permit costs (building, street and sidewalk access etc. etc.) from Tooele City are excluded.
- 6) Optional pricing:

- a. Additional \$9,500 if the paint on the concrete foundation (including the bases of the columns on the south elevation) is stripped.
- 7) Due to the workmen foot traffic, the volume of water that is used, the waste water containment system, and the scaffolding that will extend out approximately 8 feet from the perimeter of the building, any plant life within this area may not survive the paint stripping process. It is the responsibility of the customer to move, transplant, or relocate any and all plant life in this area.
  - 8) Some of the non masonry surfaces, such as window and door frames, that are directly contiguous to the masonry to be stripped, will have a small amount of the paint stripped off of them. These surfaces will be masked with plastic and tape, but the stripper is designed to penetrate and often creeps behind the masking materials. The "touch up" painting of these surfaces that will be necessary after the stripping process is completed is excluded from the scope of this proposal.
  - 9) In order to cover the window and other openings on the building, plastic may be stapled onto the wood frames around the openings. This will leave small staple holes in the wood frames after the staples are removed. It is beyond the scope of this proposal to repair these small holes.
  - 10) The glass window surfaces will be rinsed with fresh clear water after the surrounding brick surfaces are cleaned. The detail "squeegee cleaning" of the windows is excluded from the scope of this proposal.
  - 11) On older buildings such as this one, on occasion, some water from the stripping process may intrude into the interior of the building through cracks, voids, failed caulk, below grade foundations, window and door frames etc.. It is the responsibility of the customer to notify ABSTRACT in advance of areas where this may have occurred in the past. It is also the responsibility of the customer to move all items no less than 4 feet away from all windows and doors, and completely out of basement areas where the potential for water intrusion exists. The customer agrees to hold ABSTRACT harmless and not liable for any damage done to the property as a result of interior water intrusion.
  - 12) The intent is to strip the paint and clean the underlying masonry using the gentlest means possible so as to not damage the historic masonry. Excessive water pressure and/or too concentrated stripping or cleaning solution could damage the masonry. Therefore, it is agreed and understood that the paint will be stripped, and /or the masonry will be cleaned only to the point that if greater water pressure and/or too concentrated stripping or cleaning solutions were used that it would pit, discolor or otherwise damage the masonry. This means that on occasion, there may be some areas on the building that are so severely stained that they will not clean up 100%.
  - 13) On rare occasion, there may be plaster, cement, lime, caulk, tar, unusual paint or other similar materials under, or between the layers of paint, that the chemical paint stripper will not react upon or strip off. Removal of these materials are considered unforeseen conditions and are excluded and beyond the scope of this proposal. If they are discovered during the paint stripping process, ABSTRACT will inform the customer of such and perform some testing (at ABSTRACT'S expense and cost), in order to determine the most effective method of removing them, and then provide the customer with a cost proposal to do so.
  - 14) On rare occasion, the brick, stone or mortar may contain soluble salts. As the masonry is drying out following the stripping and / or cleaning process, these salts may manifest themselves on the face of the masonry in the form of a white powdery substance commonly known as efflorescence. Removal of efflorescence is considered an unforeseen condition and is excluded and beyond the scope of this proposal. If efflorescence appears after the paint stripping and cleaning processes, ABSTRACT will inform the customer of such and perform some testing (at ABSTRACT'S expense and cost), in order to determine the most effective method of removing them, and then provide the customer with a cost proposal to do so.
  - 15) This proposal is priced on the assumption that the masonry cleaning, paint stripping, repair and sealing will be scheduled by the customer to occur *before* any demolition, stucco work, window installation, gutter work, siding work, landscaping, painting, roofing or similar work is performed on the exterior surfaces of the building.

- 16) Due to the age and existing condition of the masonry, some of the existing unsound mortar may be removed down to sound mortar during the cleaning process.
- 17) Anything not specifically included in the above scope of work is specifically excluded.

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The above work is to be completed in a workmanlike manner for the sum of:

\$76,486.00

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Payment(s) to be made as follows:

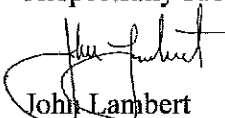
Invoices totaling the total percentage of completion may be provided approximately every 2 weeks. Payment due in full net 14 days from invoice date.

If payment is not received by Abstract as indicated above, Abstract reserves the right to stop work.

Customer agrees to allow Abstract Masonry Restoration, Inc. to place a small yard sign containing their company logo and contact information etc. in the yard of the subject property while the work is being performed

This proposal may be withdrawn by Abstract Masonry Restoration, Inc. if not accepted within 30 days from the date of this proposal. If accepted by the customer after that date, the prices in this proposal are subject to increase due to potential increases in fuel, material, labor and / or other costs.

Respectfully submitted via email by:



John Lambert  
Founder / President  
Abstract Masonry Restoration, Inc.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are accepted. You are authorized to do the work as specified and payment(s) will be made as outlined above.

A penalty service charge or a finance charge of 2% per month, which is an annual rate of 24%, will be charged on the unpaid balance of all past due invoices. The minimum monthly charge is \$15.00. In addition, customer agrees to pay all costs incurred in collecting the unpaid balance, including court costs and attorney's fees.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **TOOELE CITY CORPORATION**

### **RESOLUTION 2018-30**

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING THE ANNEXATION OF 7.85 ACRES OF PROVIDENCE TOOELE LLC PROPERTY INTO THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT.**

WHEREAS, the creation of special service districts is governed by U.C.A. Chapter 17D-1 Part 2; the procedure for annexing additional property into an existing special service district is the same as for the existing special service district's original creation; and,

WHEREAS, on June 16, 1999, the City Council approved Resolution 1999-29 for the creation of the North Tooele City Special Service District ("District") for the purpose of maintaining several unique public amenity features of the Overlake subdivisions; and,

WHEREAS, Tooele City has received a Petition from Howard J. Schmidt on behalf of Providence Tooele, LLC ("Petitioner") to annex the 7.85-acre Providence at Overlake subdivision (the "Property") into the District (see the Petition, property maps, and legal description attached hereto as Exhibit A), which Property is adjacent to portions of Overlake Estates phases 1C and 1D subdivisions; and,

WHEREAS, the Administrative Control Board of the District voted unanimously on May 9, 2018, to recommend annexation of the Property into the District; and,

WHEREAS, because the Property is held in common ownership by Petitioner, Tooele City and the Petitioner are relieved of complying with the Notice, Protest, and Public Hearing requirements of U.C.A. Sections 17D-1-205, 206, and 207, and the annexation may be approved simply by approving this Resolution, obtaining a Certificate of Incorporation from the Utah Lt. Governor, and recording the required documents with the Office of the Tooele County Recorder; and,

WHEREAS, the purpose of the District in annexing the Property will be to maintain within the Property those special features and amenities related to the unique design of public street lighting, public signage, public drainage and flood control, public recreation properties, public street design and traffic calming features, and associated and integral public landscaping (the "Amenities") located within the District; and,

WHEREAS, in addition to the above purposes, annexation of the Property into the District will also allow Tooele City to impose upon and enforce within the Property the construction and maintenance of Amenities design standards common to the District, including the privately-owned and privately-maintained privacy fence along 400 West Street right-of-way property line, rather than defaulting to Tooele City's regular design standards, including double-frontage lot standards, for such features and Amenities; and,

WHEREAS, the District will maintain only those Amenities formally accepted by and dedicated to Tooele City in the land use approval process; and,

WHEREAS, the City Council finds that it is in the best interest of the City in general and of District residents in particular, including the future residents of the Property, to annex the Property into the District; and,

WHEREAS, to the best of the City's knowledge, all requirements of the law precedent to the approval of this Resolution have been fully met:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the annexation of the Property into the District is hereby approved, and that the City Recorder is hereby instructed to file and record the necessary documents with the Utah Lt. Governor and the Tooele County Recorder.

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 \_\_\_\_\_, 2018.



TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

Petition, Property Maps, and Legal Description  
of the Property

**LANDOWNER ANNEXATION PETITION  
NORTH TOOELE SPECIAL SERVICE DISTRICT**

The undersigned represents that **PROVIDENCE TOOELE, L.L.C.**, a Utah limited liability company, owns, in its entirety, the real property located within the boundaries of the area in Tooele City, Utah which is described and depicted on Schedule A attached hereto (the "Proposed Annexation Area") and that the Proposed Annexation Area is located, in its entirety, in incorporated Tooele City. Each person/entity signing this petition requests annexation of the Proposed Annexation Area into the North Tooele Special Service District pursuant to Utah Code Ann. § 17B-1-401, et seq.

As required by Utah Code Ann. § 17B-1-404(1)(d), the following signer(s) of this Petition are hereby designated as the sponsors, with the designated sponsor to serve as the contact sponsor.

**CONTACT SPONSOR:**

Name: Howard J. Schmidt  
Mailing Address:  
1694 East Torrey Pines Circle  
Draper, Utah 84020  
Telephone No. 801-859-9449

**OWNER:**

**PROVIDENCE TOOELE, L.L.C.**  
A Utah limited liability company

By:   
Howard J. Schmidt, Manager

Mailing Address:  
P.O. Box 95410  
South Jordan, Utah, 84095  
Telephone No. 801-859-9449

Dated: 5-9-18

**SCHEDULE A  
TO LANDOWNER ANNEXATION PETITION  
IDENTIFICATION OF PROPOSED ANNEXATION AREA**

The proposed Providence at Overlake addition to the North Tooele Special Service District consists of Tooele County Tax Identification Numbers 02-126-0-0034 and is generally bounded as follows: on the south by the proposed remaining phases of Providence at Overlake, on the west by 400 West Street, on the north by Overlake Estates Phase 1C, and on the east by Overlake Estates Phase 1D and is more particularly described as follows:

A parcel of land, situate in the Southwest Quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel is also located in Tooele City, Tooele County, Utah, more particularly described as follows:

Beginning at a point on southerly line of Overlake Estates Phase 1C, recorded as Entry No. 107635, in the Tooele County Recorder's Office, said point being on the section line between the Southwest and West Quarter Corners of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and South 0°14'46" East 350.10 feet from said West Quarter Corner, and running:

thence North 89°45'14" East 283.42 feet along the southerly line of said Overlake Estates Phase 1C, to the southerly line of Clemente Way;

thence South 45°16'09" East 60.00 feet along said southerly line this call and the following (6) calls;

thence Northeasterly 22.78 feet along the arc of a 14.50-foot radius non-tangent curve to the right (center bears South 45°16'09" East and the long chord bears North 89°43'51" East 20.51 feet through a central angle of 90°00'00");

thence South 45°16'09" East 284.20 feet;

thence Southeasterly 22.78 feet along the arc of a 14.50-foot radius tangent curve to the right (center bears South 44°43'51" West and the long chord bears South 0°16'09" East 20.51 feet through a central angle of 90°00'00");

thence South 45°16'09" East 60.00 feet;

thence Northeasterly 22.78 feet along the arc of a 14.50-foot radius non-tangent curve to the right (center bears South 45°16'09" East and the long chord bears North 89°43'51" East 20.51 feet through a central angle of 90°00'00");

thence South 45°16'09" East 224.90 feet;

thence South 44°43'51" West 100.00 feet;

thence North 45°16'09" West 149.56 feet;

thence South 44°43'51" West 100.00 feet;

thence South 45°16'09" East 32.35 feet;

thence South 44°43'51" West 175.97 feet;

thence South 89°45'14" West 246.69 feet;

thence North 82°13'55" West 60.06 feet;

thence North 84°32'22" West 103.02 feet;

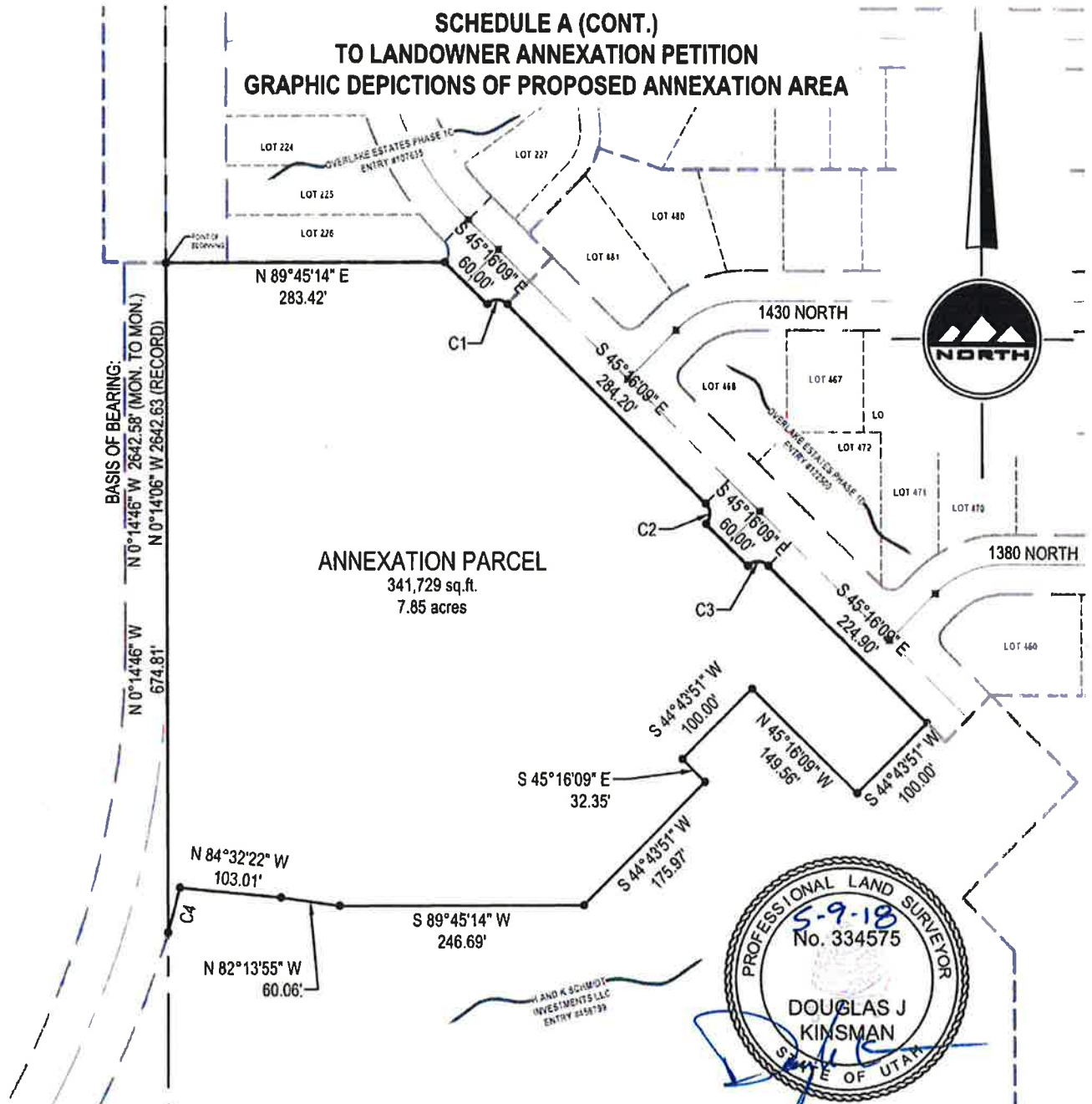
thence Southwesterly 46.77 feet along the arc of a 1,042.00-foot radius non-tangent curve to the right (center bears North 76°29'40" West and the long chord bears South 14°47'28" West 46.76 feet through a central angle of 2°34'17") to the section of said Section 16;

thence North 0°14'46" West 674.81 feet along said section line; to the Point of Beginning.

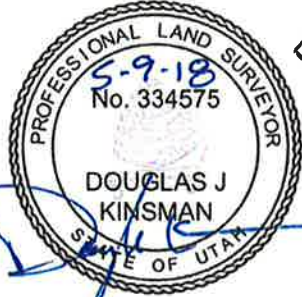
Contains 341,729 square feet or 7.85 acres.

Parcel is located at approximately  
400 West 1200 North  
Tooele City, Utah

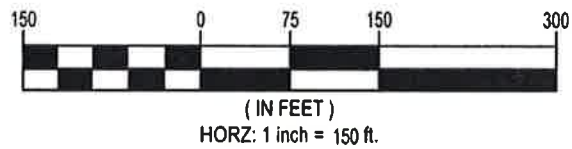
**SCHEDULE A (CONT.)  
TO LANDOWNER ANNEXATION PETITION  
GRAPHIC DEPICTIONS OF PROPOSED ANNEXATION AREA**



**ANNEXATION PARCEL**  
341,729 sq.ft.  
7.85 acres



**HORIZONTAL GRAPHIC SCALE**



**CURVE TABLE**

| CURVE | RADIUS   | LENGTH | DELTA     | BEARING     | CHORD  |
|-------|----------|--------|-----------|-------------|--------|
| C1    | 14.50'   | 22.78' | 90°00'00" | N89°43'51"E | 20.51' |
| C2    | 14.50'   | 22.78' | 90°00'00" | S0°16'09"E  | 20.51' |
| C3    | 14.50'   | 22.78' | 90°00'01" | N89°43'51"E | 20.51' |
| C4    | 1042.00' | 46.77' | 2°34'17"  | S14°47'28"W | 46.76' |

|   |  |  |   |  |
|---|--|--|---|--|
| PROJECT #<br>7563A<br><br>DATE<br>5/9/18<br><br><b>1 of 1</b><br><br>FILE<br>F3 | <b>SCHEDULE "A"</b><br><br>PROVIDENCE AT OVERLAKE ANNEXATION<br>INTO NORTH TOOELE SPECIAL SERVICE DISTRICT | FOR<br>HOWARD SCHMIDT<br>PO BOX 95410<br>SOUTH JORDAN, UT 84095<br>PHONE: 801-859-9449 | 169 N. Main Street, Unit 1<br>Tooele, Utah 84074<br>Phone: 435.843.3590<br>Fax: 435.578.0108<br>www.ensigneng.com |  |
|---|--|--|---|--|



**TOOELE CITY CORPORATION**

**RESOLUTION 2018-48**

**A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE WILLOW SPRINGS DEVELOPMENT.**

WHEREAS, Tooele City previously approved a subdivision final plat and site plan for the Willow Springs development, an assisted living center owned and operated by Rocky Mountain Care; and,

WHEREAS, Tooele City Code §7-19-35 and §7-11-13 requires that public improvements constructed in connection with an approved subdivision or site plan be accepted by Resolution of the City Council following verification by the City Engineer or the Director of Public Works and Community Development that all the public improvements have been satisfactorily completed in accordance with the approved engineering plans and specifications and City standards; and,

WHEREAS, the required verification associated with the subject project has been provided by way of the Certificate of Completion of Public Works attached as Exhibit A; and,

WHEREAS, Rocky Mountain Care has a proper bond agreement with Tooele City and the U.S. Department of Housing and Urban Development:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the completed public improvements associated with the Willow Springs development by Rocky Mountain Care are hereby accepted, and that the one-year warranty period has expired without any construction deficiencies noted.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2018.



TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

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

S E A L

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

## Exhibit A

### Certificate of Completion of Public Works

TOOELE CITY CORPORATION  
 90 NORTH MAIN  
 TOOELE, UTAH 84074  
 (435) 843-2130



**Certificate of Acceptance of Public Works**  
 (End of One-Year Warranty)

Date: 02/23/2018

| Permit No: 2140349                               | Public Work Elements* | Completed                           | Not Required                        |
|--|-----------------------|-------------------------------------|-------------------------------------|
| <b>Project Name:</b> Rocky Mountain Care         | Culinary Water        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>Address:</b> 85 East 2000 North               | Secondary Water       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Tooele, Utah 84074                               | Sewer                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|  | Storm Drain / Pond    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|  | Roads                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>Owner/Developer:</b> RMC Tooele Property, LLC | Curb & Gutter         | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5242 South College Drive                         | Sidewalk              | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Murray, Utah 84123                               | Street Lights         | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|  | Landscaping           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|  | Other:                |                                     |                                     |

\* Note: The above Public Work Elements are general in nature. See Public Works for detailed descriptions and comments:

Based upon review of documentation provided by the Developer/Owner, inspection records on file with the Community Development Department and upon site review, all public improvements for the above referenced project have been satisfactorily completed in accordance with the approved construction plans and specifications and Tooele City Standards. It is hereby recommended that the City Council accept the associated public improvements at this time.

| Recommended By | Title                        | Date       |
|----------------|------------------------------|------------|
|                | Civil Inspector              | 02/23/2018 |
|                | City Engineer / Public Works | 8-6-18     |
|                | Community Development        | 8/6/18     |

Acknowledged and Accepted \_\_\_\_\_  
 City Council, Chair \_\_\_\_\_ Date \_\_\_\_\_

**TOOELE CITY CORPORATION**

**RESOLUTION 2018-50**

**A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE GUZZLE SODA SHOP.**

WHEREAS, Tooele City previously approved a commercial site plan for the Guzzle Soda Shop project located at 188 West 1180 North in Tooele City; and,

WHEREAS, public improvements constructed in connection with an approved land use application are accepted by Resolution of the City Council following verification by the City Engineer or Public Works Director that all the improvements have been satisfactorily completed in accordance with the approved engineering plans and specifications; and,

WHEREAS, the required verification associated with the Guzzle Soda Shop project has been provided by way of the Certificate of Completion of Public Works attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the completed public improvements associated with the Guzzle Soda Shop project are hereby accepted, and that the one-year warranty period shall begin on the date of this Resolution.

This Resolution shall become effective on the date of passage.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

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

## Exhibit A

### Certificate of Completion of Public Works

TOOELE CITY CORPORATION  
 90 NORTH MAIN  
 TOOELE, UTAH 84074  
 (435) 843-2130



**Certificate of Completion of Public Works**

(Start of One-Year Warranty)

Date: 08/23/2018

| Permit No: P18-292  | Public Work Elements | Completed                           | Not Required                        |
|---|----------------------|-------------------------------------|-------------------------------------|
| Project Name: Guzzle Soda Shop  | Culinary Water       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Address: 188 West 1180 North<br>Tooele Utah 84074                                   | Secondary Water      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
|   | Sewer                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|   | Storm Drain / Pond   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|   | Roads                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Owner/Developer: McKenzie Squared<br>1034 West Fox Circle<br>Grantsville Utah 84029 | Curb & Gutter        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|   | Sidewalk             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|   | Street Lights        | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
|   | Landscaping          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|   | Other:               |                                     |                                     |

\* Note: The above Public Work Elements are general in nature. See Public Works for detailed descriptions and comments:

Based upon review of documentation provided by the Developer/Owner, inspection records on file with the Community Development Department and upon site review, all public improvements for the above referenced project have been satisfactorily completed in accordance with the approved construction plans and specifications and Tooele City Standards. It is hereby recommended that the one year warranty period commence for this project. Responsibility for maintenance and protection of all public work items remains with the Developer/Owner during the warranty period.

| Recommended By | Title                                | Date       |
|----------------|--------------------------------------|------------|
|                | Civil Inspector                      | 08/23/2018 |
|                | City Engineer                        | 8-23-18    |
|                | Community Development / Public Works | 8/27/18    |

Acknowledged and Accepted \_\_\_\_\_  
 City Council, Chair \_\_\_\_\_ Date \_\_\_\_\_

Scheduled Date for End of Warranty Final inspection:

**TOOELE CITY CORPORATION**

**RESOLUTION 2018-53**

**A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE COPPER CANYON PHASE 4 SUBDIVISION.**

WHEREAS, Tooele City previously approved a subdivision final plat for phase 4 of the Copper Canyon subdivision; and,

WHEREAS, Tooele City Code §7-19-35 requires that public improvements constructed in connection with an approved subdivision be accepted by Resolution of the City Council following verification by the City Engineer or the Director of Public Works and Community Development that all the public improvements have been satisfactorily completed in accordance with the approved engineering plans and specifications and City standards; and,

WHEREAS, the required verification associated with the subject project has been provided by way of the Certificate of Completion of Public Works attached as Exhibit A; and,

WHEREAS, Bach Land and Development, LLC has a proper bond agreement with Tooele City to cover the one-year warranty period for the public improvements:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the completed public improvements associated with the Copper Canyon phase 4 subdivision are hereby accepted, and that the one-year warranty period shall begin as of the date of this Resolution.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2018.



TOOELE CITY COUNCIL

(For)

(Against)

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

MAYOR OF TOOELE CITY

(For)

(Against)

|       |       |
|-------|-------|
| _____ | _____ |
|-------|-------|

ATTEST:

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

S E A L

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

## Exhibit A

### Certificate of Completion of Public Works

TOOELE CITY CORPORATION  
 90 NORTH MAIN  
 TOOELE, UTAH 84074  
 (435) 843-2130



**Certificate of Completion of Public Works**

(Start of One-Year Warranty)

Date: 08/27/2018

| Permit No: P18-206  | Public Work Elements* | Completed                           | Not Required                        |
|---|-----------------------|-------------------------------------|-------------------------------------|
| Project Name: Copper Canyon Phase 4   | Culinary Water        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Address: 300 West Sapphire Road<br>Tooele, Utah, 84029                            | Secondary Water       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
|   | Sewer                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Owner/Developer: Bach Homes<br>11650 S. State St. STE #301<br>Draper, Utah, 84020 | Storm Drain / Pond    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|   | Roads                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|   | Curb & Gutter         | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|   | Sidewalk              | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|   | Street Lights         | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|   | Landscaping           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|   | Other:                |                                     |                                     |

\* Note: The above Public Work Elements are general in nature. See Public Works for detailed descriptions and comments:

Based upon review of documentation provided by the Developer/Owner, inspection records on file with the Community Development Department and upon site review, all public improvements for the above referenced project have been satisfactorily completed in accordance with the approved construction plans and specifications and Tooele City Standards. It is hereby recommended that the one year warranty period commence for this project. Responsibility for maintenance and protection of all public work items remains with the Developer/Owner during the warranty period.

| Recommended By | Title                                | Date       |
|----------------|--------------------------------------|------------|
|                | Civil Inspector                      | 08/27/2018 |
|                | City Engineer                        | 8/27/18    |
|                | Community Development / Public Works | 8/27/18    |

Acknowledged and Accepted \_\_\_\_\_  
 City Council, Chair \_\_\_\_\_ Date \_\_\_\_\_

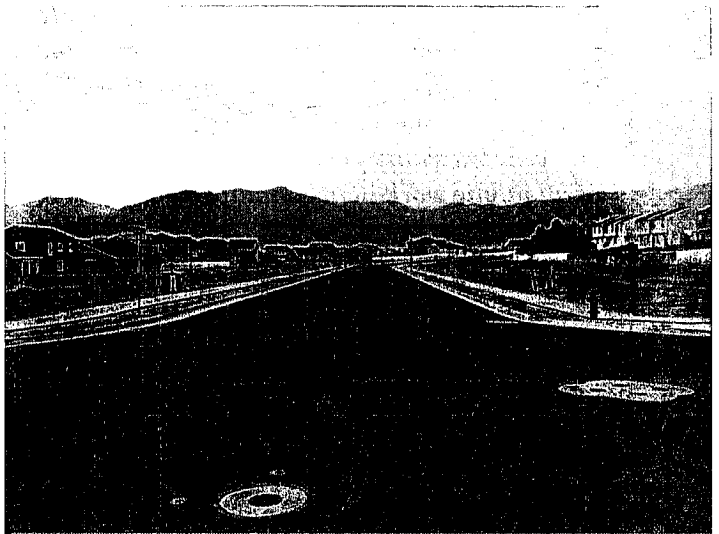
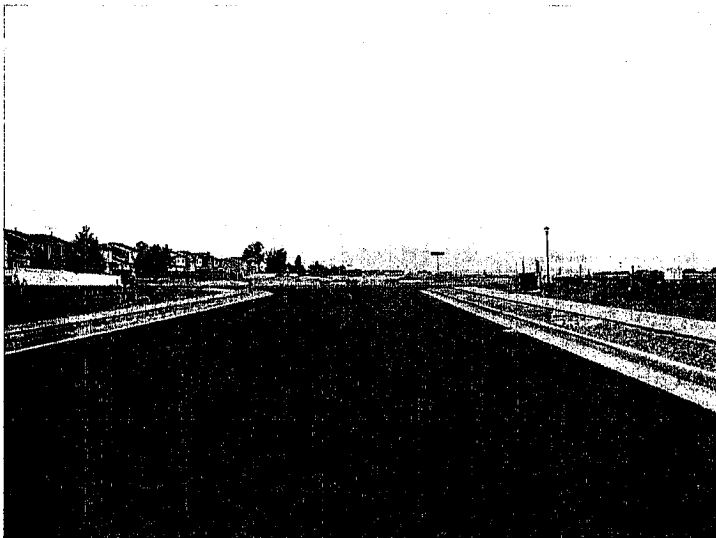
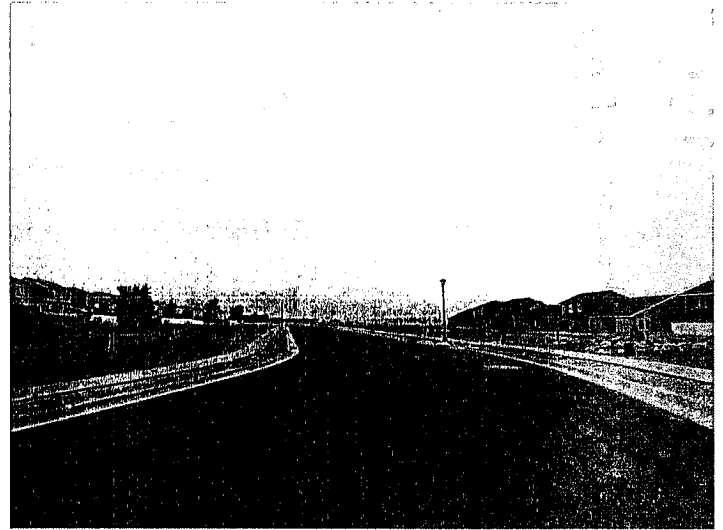
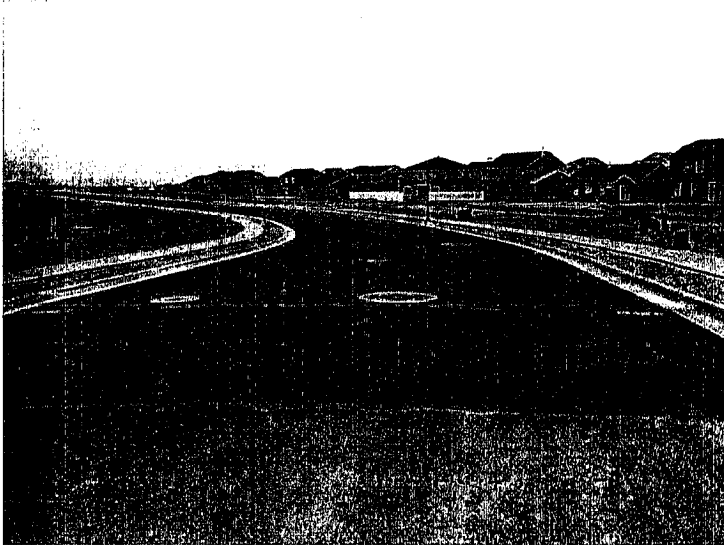
Scheduled Date for End of Warranty Final inspection: 08/27/2019

TOOELE CITY CORPORATION  
90 NORTH MAIN  
TOOELE, UTAH 84074  
(435) 843-2130



*Certificate of Completion of Public Works*  
(Start of One-Year Warranty)

Permit No: P18-206  
Page 2 of 2



**TOOELE CITY CORPORATION**

**ORDINANCE 2018-14**

**AN ORDINANCE OF THE TOOELE CITY COUNCIL REASSIGNING THE ZONING CLASSIFICATION TO THE MDR MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT AND CREATING A PLANNED UNIT DEVELOPMENT ZONING OVERLAY ON 26.67 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 200 EAST 1000 NORTH**

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

**WHEREAS**, the Tooele City General Plan includes various elements, including water, sewer, transportation, and land use. The Tooele City Council adopted the Land Use Element of the Tooele City General Plan, after duly-noticed public hearings, by Ordinance 1998-39, on December 16, 1998, by a vote of 5-0; and,

**WHEREAS**, the Land Use Element (hereinafter the “Land Use Plan”) of the General Plan establishes Tooele City’s general land use policies, which have been adopted by Ordinance 1998-39 as a Tooele City ordinance, and which set forth appropriate Use Designations for land in Tooele City (e.g., residential, commercial, industrial); 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 a “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**, Tooele City Code Chapter 7-6 constitutes Tooele City’s Planned Unit Development (PUD) overlay zoning district, the purposes of which are stated in §7-6-1, incorporated herein by this reference, and which include, among others, to create opportunities for flexible site planning, to encourage the preservation of open space areas and critical natural areas, and to encourage the

provision of special development amenities by the developer; and,

**WHEREAS**, the R1-7 zoning district is currently assigned to approximately 26.67 acres of land located on the south side of 1000 North at approximately 200 East (see map attached as **Exhibit A**); and,

**WHEREAS**, the 26.67 acres are currently owned by Irish Creek, LLC; and,

**WHEREAS**, by Rezone Petition received April 25, 2018, Irish Creek, LLC requested that Country View Villas development be reassigned to the MDR Medium Density Residential zoning district and receive a Planned Unit Development (“PUD”) overlay zone designation for the purpose of decreasing lot size, lot width and lot setbacks to provide flexibility in site and building design, placement of buildings, product type, use of open space; and,

**WHEREAS**, the Country View Villas development is anticipated to contain 136 senior living residential units and 9.79 acres of open space (see **Exhibit B**); and,

**WHEREAS**, the surrounding properties to the east and south are zoned R1-7; and,

**WHEREAS**, the surrounding properties to the west are zoned HDR High Density Residential and GC General Commercial; and,

**WHEREAS**, the subject property is bordered on the north by the 1000 North right-of-way with surrounding properties to the north being zoned GC General Commercial and RR-5 Residential; and,

**WHEREAS**, the Country View Villas development will contain four-plex units with zero lot line setbacks for conjoined units, but will comply with the applicable Tooele City design standards (*reference* Tooele City Code §7-11a, *et seq.* and §7-11b, *et seq.*); and,

**WHEREAS**, the minimum setbacks in the MDR zoning district, and the setbacks requested by Irish Creek, LLC for the PUD, are as follows:

| Setbacks                | Current                | Requested                 |
|-------------------------|------------------------|---------------------------|
| Front                   | 25'                    | 20' from rights-of-way    |
| Corner Unit Street Side | 25'                    | 20' from rights-of-way    |
| Rear                    | 25'                    | 20' from Project Boundary |
| Interior Side           | 6'                     | 0' for conjoined units    |
| Garage Door             | 25' from rights-of-way | 20' from rights-of-way    |

|           |     |                                  |
|-----------|-----|----------------------------------|
| Lot Width | 75' | 48' per unit for conjoined units |
|-----------|-----|----------------------------------|

**WHEREAS**, Utah Code §10-9a-501 and §10-9a-503 provide for the municipal legislature to consider Planning Commission recommends for amendments to the land use ordinances and zoning map, and to approve, revise, or reject the recommended amendments; and,

**WHEREAS**, the City Administration recommends approval of this Ordinance 2018-14 as being in the best interest of the City to allow for desirable development and housing opportunities for all citizens of our community; and,

**WHEREAS**, the City Council finds that, subject to the reasonable and appropriate conditions outlined below, the proposed PUD overlay rezone is consistent with the General Plan and is not adverse to the best interest of the City; and,

**WHEREAS**, because the City is under no obligation to approve a PUD, it is appropriate for the City to require Irish Creek, LLC to comply with the conditions listed below:

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

**Section 1. Amendment.** The Tooele City Zoning Map is hereby amended to indicate that Country View Villas development is a Planned Unit Development, the underlying zone of which shall be reassigned to the MDR Medium Density Residential zoning district; and,

**Section 2. Conditions.** As express conditions to the City's approval of this Ordinance 2018-14 and the Zoning Map Amendment approved thereby, Irish Creek, LLC is hereby required to do all of the following at no cost to Tooele City:

1. Lot Setbacks: minimum setbacks shall be in accordance with the MDR zoning district except as expressly outlined as follows:

| Setbacks                | Current                | Requested                        |
|-------------------------|------------------------|----------------------------------|
| Front                   | 25'                    | 20' from rights-of-way           |
| Corner Unit Street Side | 25'                    | 20' from rights-of-way           |
| Rear                    | 25'                    | 20' from Project Boundary        |
| Interior Side           | 6'                     | 0' for conjoined units           |
| Garage Door             | 25' from rights-of-way | 20' from rights-of-way           |
| Lot Width               | 75'                    | 48' per unit for conjoined units |

2. Lot Size: each lot shall be a minimum of 3,528 square feet per unit for conjoined units.
3. Water Rights: developer shall convey to the Tooele City Water Special Service District, by water rights deed, municipal water rights pursuant to Tooele City Code 7-26, as amended.
4. Connecting Streets: developer shall accommodate and provide connecting public streets to and through the Country View Villas development for properties to the south and to the planned and approved street connection to the west at approximately 870 North.
5. Design Standards: developer shall comply with the residential design standards, established in Tooele City Code Chapters 7-11a and 7-11b, as amended.
6. Tooele City Regulations: the developer shall comply with all other Tooele City regulations, whether established by ordinance or policy, including, but not limited to the development and design standards, processes, application requirements, and payment of fees, including impact fees. All public improvements shall be designed and construction to standards and specifications established by the City.
7. Double-Frontage Lots or Units: the developer shall provide for the installation and perpetual maintenance, by a duly-organized homeowner's association, of the public improvements (e.g., fencing, sidewalks, park strip landscaping, etc.) associated with double-frontage lots or units along 1000 North, and as required by Tooele City Code §7-19-17.1.
8. Fencing: where fencing along 1000 North is proposed, such fencing shall be consistent with that fencing required for double-frontage lots or units along 1000 North. Where fencing for amenities or associated with individual units is proposed, such fencing shall comply with applicable City Code regulations and shall be otherwise regulated by a duly organized homeowner's association.

**Section 3. Rational Basis.** The City Council hereby finds that the above-described expressed conditions to the approval of this Ordinance 2018-14 are reasonable and necessary to serve, protect, and preserve the health, safety, and welfare of Tooele City and its residents, including future residents of the subject property.

**Section 4. No Vesting.** Approval of this Ordinance 2018-14, together with its exhibits, shall not be construed to imply or constitute any vesting or entitlement as to intensity of use (i.e., density) or configuration (i.e., lots, units, roads).

**Section 5. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

**Section 6. Effective Date.** 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 \_\_\_\_\_, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

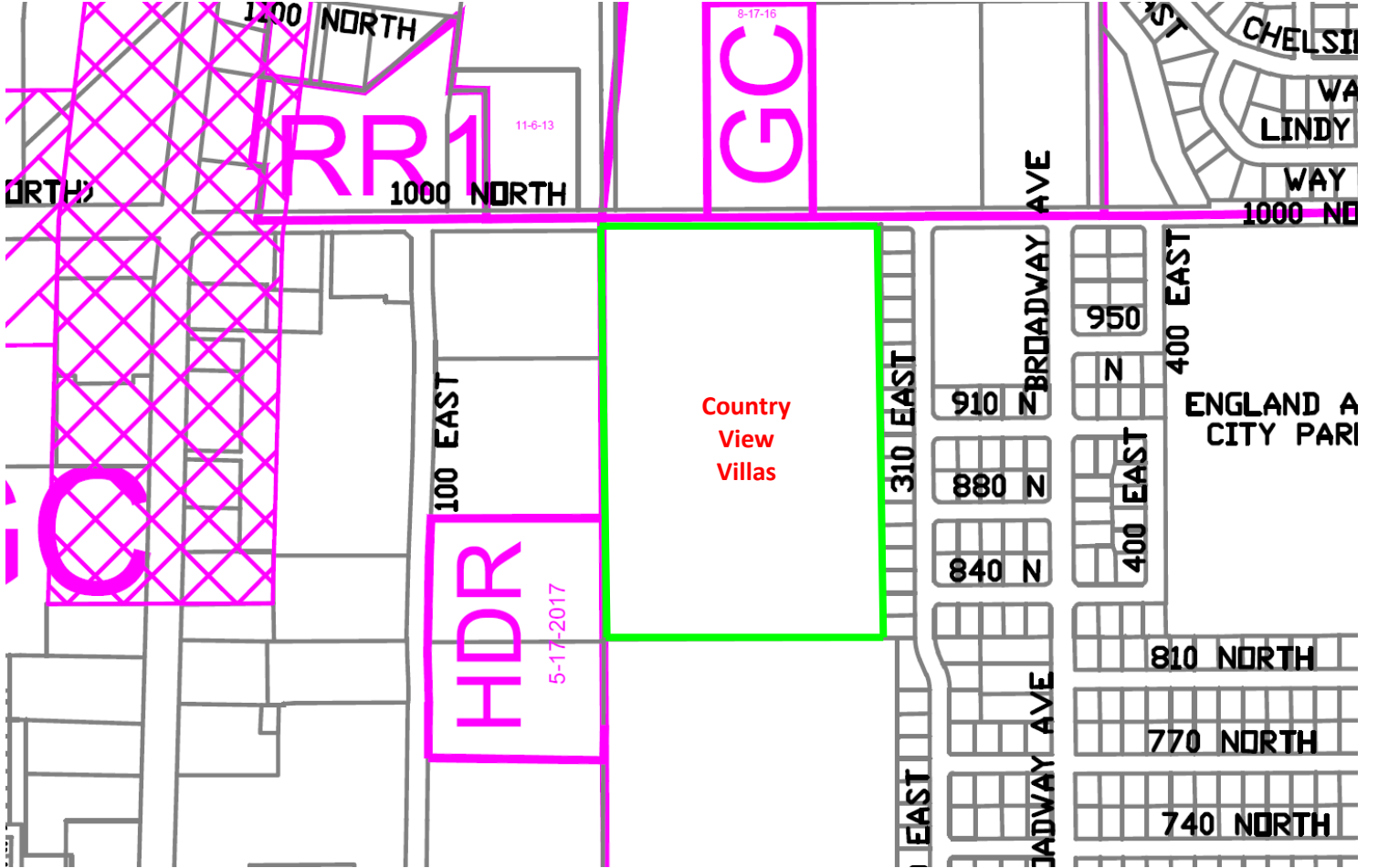
\_\_\_\_\_  
Michelle Y Pitt, City

Recorder S E A L

Approved as to Form: \_\_\_\_\_  
Roger Baker, Tooele City Attorney

# **EXHIBIT A**

## **ZONING MAP**



RR1  
11-6-13

GC  
8-17-16

HDR  
5-17-2017

Country  
View  
Villas

ENGLAND A  
CITY PARI

1200 NORTH

1000 NORTH

100 EAST

310 EAST

EAST

BROADWAY AVE

JADWAY AVE

400 EAST

950 N

910 N

880 N

840 N

400 EAST

810 NORTH

770 NORTH

740 NORTH

CHELSI  
WA  
LINDY

WAY

1000 NE

# **EXHIBIT B**

## **REZONE PETITION**

# Zoning, General Plan, & Master Plan Map Amendment Application

Community Development Department  
90 North Main Street, Tooele, UT 84074  
(435) 843-2130 Fax (435) 843-2139  
[www.tooelecity.org](http://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.

| Project Information  |                                 |                                   |                                | P18-278       |      |
|--|---------------------------------|-----------------------------------|--------------------------------|---------------|------|
| Date of Submission:<br>4/25/18   | Current Map Designation:<br>R17 | Proposed Map Designation:<br>MOR  | Parcel #(s):<br>02-005-2-00494 | 02-005-0-0050 |      |
| Project Name:<br>COUNTRY VIEW VILLAGES   |                                 |                                   | Acres:<br>26.67                |               |      |
| Project Address:<br>1000 N 200 E   |                                 |                                   |                                |               |      |
| Proposed for Amendment: <input type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: _____ |                                 |                                   |                                |               |      |
| Brief Project Summary:<br>SENIOR COMMUNITY TO ALLOW 9<br>attached homes & PUD. 136 homes   |                                 |                                   |                                |               |      |
| Property Owner(s):<br>IRISH CREEK LLC  |                                 |                                   | Applicant(s):<br>same          |               |      |
| Address:<br>791 North 100 East   |                                 |                                   | Address:                       |               |      |
| City:<br>JEM   | State:<br>UT                    | Zip:<br>84043                     | City:                          | State:        | Zip: |
| Phone:<br>801-859-1959   |                                 |                                   | Phone:                         |               |      |
| Contact Person:<br>Dave Enclison   |                                 |                                   | Address:                       |               |      |
| Phone:<br>801-859-1959   |                                 |                                   | City:                          | State:        | Zip: |
| Cellular:  | Fax:                            | Email:<br>buzzerc@csortagmail.com |                                |               |      |

\*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:<br>EB 00307244 | Date Received:<br>4/25/18 | Fees:<br>\$3,676.40 | App. #:<br>2180276 (FEES) |



# Leisure Villas

55+ Senior Community

## Rezone and PUD Application



# LEISURE VILLAS 55+ COMMUNITY

## Project Overview

Leisure Villas, the largest developer of 55+ communities along the Wasatch front, is excited to bring one of our quality communities to Tooele. We are proposing a rezone to allow the development of approximately 27 acres located on 1000 North between 100 East and 310 East. The project is projected to consist of 136 homes, and will be a senior restricted community.



The success of our previous communities designed for empty-nesters has demonstrated the demand in our area for quality housing alternatives for active retirees.

Currently in the United States 10,000 people a day turn 65. Responsible City leaders recognize that over the next twenty years the number of people over the age of 55 will double, creating an ever-increasing need for quality housing alternatives for seniors.

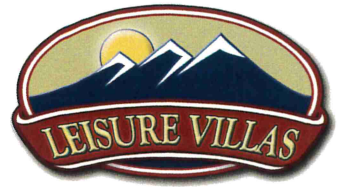
One of the primary goals of the General Plan is to anticipate the housing needs of the City into the future. This proposed zone change will provide an area for the construction of a development of this type.



The impact on City infrastructure will be less in most respects than a Very Low Density development, and can succeed along a main travel corridor such as 1000 North.

While the roads throughout the community will be public, the senior development will feature many superb private amenities, including a large clubhouse with meeting area, exercise facility, a big-screen theater, and a spacious swimming pool. It will





also showcase abundant landscaping and open space. Sales prices should range from \$269,000 to over \$375,000.

As with previous Leisure Villas developments, the common areas and amenities will be overseen by a Homeowners' Association, and the community will be managed and maintained by a professional property management company.

The zero-lot-line, owner-occupied single-family 55+ community will consist of 34 buildings containing 4 rambler style attached homes clustered in a unique pinwheel design. The buildings will feature a mix of cultured stone or brick and stucco. The homes are designed to meet the particular needs of aging residents and comply with both Fair Housing Accessibility regulations and Americans with Disabilities Act guidelines.

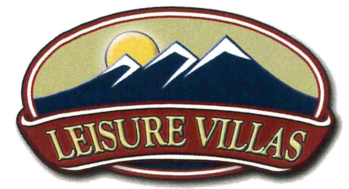


The homeowners in our developments are almost all retired and are quiet neighbors. Many have considerable wealth, but are looking to downsize. They want to avoid stairs and eliminate yard care and home maintenance. They are looking for the security and piece of mind that living in an active adult development with people of similar age and interests provides.

The traffic generated by the senior development will be much less than a typical subdivision, because the average number of persons per home is less than half of that of a typical Utah household and seniors do not drive as frequently as others.

Leisure Villas has an excellent reputation and proven track record of delivering unique, high quality, reasonably priced, carefree living options to active seniors.





## Purpose of this Application

As the leading builder of 55+ communities along the Wasatch Front, we have more experience than any other developer in the state delivering quality senior communities with homes tailored directly to the things today's active seniors are seeking.

All cities have different ordinances and unique requirements that need to be addressed satisfactorily in order to gain approval to construct the types of communities we are known for.

In the case of Tooele we are needing to seek a zone change to MDR from Medium Density Residential R 1-7 for the reason of allowing a four-unit clustered home design and a very minor increase in density. Under the current zoning designation only single homes and duplexes are allowed. In our communities from the street view all structures appear to be duplexes.

Additionally, we are seeking to utilize the City's PUD overlay district ordinance for our project. It is the appropriate vehicle to deal with the unique nature of our developments, since all of our communities involve privately owned property in conjunction with substantial common areas, commonly owned amenities, and professionally managed homeowners associations.



Over the last two decades we have developed 16 other communities in 10 different municipalities totaling more than 1600 homes which all follow the same model - excellent clustered home layouts, lots of well-landscaped open space, quality construction, and a significant amenity package. Currently we have five communities under development.



## Present Zoning

The present zoning designation of our property is Medium Density Residential R 1-7. This allows for a density of up to 5 units per acre and up to two-family dwellings.

The zone change we are seeking is to MDR. This provides for a multiple-family dwelling of up to 8 units per acre, with a five acre minimum. Our proposed density is just over 6 units per acre, in clusters of four homes per structure.

Under 7-14-2 of the code it states the purpose of the Medium Density districts "are designed to provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City's residential areas as safe and convenient places to live."

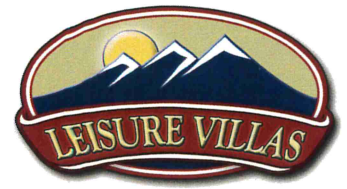
The senior demographic is now the fastest growing demographic segment and over the years of building communities specifically for seniors we have really learned how to meet those housing needs. Well-run cities recognize the need to allow for a housing product to exist which is created to specifically meet the needs of today's more active seniors and which will allow them to remain an integral part of the larger community.

The senior demographic historically has been largely underserved in terms of meeting the housing needs and desires of today's more active retirees, and this is particularly true with being able to address the future needs of seniors as they age and experience more health challenges.

Historically some cities have defined what we build as "Single Family Zero-Lot-Line Attached, while others have defined our homes as "multi-family". The legal designation is the same as a standard detached single family home, in that the homeowner owns both the home and the land underlying the residence.



Because the community's Homeowners' Association is responsible for all landscaping and maintenance, the lot sizes only extend just beyond the footprint of the homes' structures, leaving all the other landscaped areas, walkways, and drives as common area. The community is governed by a detailed set of community documents, which set forth the various responsibilities and obligations of the association and the rights of the homeowners.



## Why the PUD Designation is Appropriate

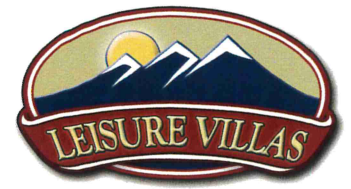
Because our senior-restricted community will consist of a combination of individually owned lots and commonly owned areas, as well as significant amount of commonly held amenities, a PUD designation is the appropriate overlay district to address the unique nature of our development, and Tooele City's PUD ordinance is one of the best designed we have run across.



In 7-6-1 of the code, it states that "the purpose of the Planned Unit Development Overlay District, when used in conjunction with the requirements of the base, or underlying zoning district is to permit flexibility in subdivision and site planning, to promote the efficient utilization of resources, and to preserve and protect valuable site features and to add desired amenities for the neighborhood or area".

Under 7-6-2 the definition of a Planned Unit Development (PUD) is "a site plan or subdivision layout technique allowing buildings and structures with some or all of the lots reduced below the minimum lot sizes and/or differing setback standards than required by the base zoning district, but where the overall project or site area meets the density standard of the zoning district".

Virtually all of our previous communities have been developed with a PUD designation. Utilizing the PUD overlay we will be able to provide a much greater sense of open space and effectively address the issues related to the preservation and maintenance of quality landscaping and exterior maintenance issues in perpetuity into the future.



## How the Proposed Zone is Consistent with the General Plan

The current General Plan shows the area of the proposed development to be Medium Density Residential. The zoning change we are seeking from Medium Density Residential R 1-7 to MDR is consistent with and allowed under the current General Plan.



## Why the Proposed Zone is Compatible with Surrounding Areas



The proposed zone is compatible with the surrounding uses in the area. Our proposed zoning designation and use is the perfect transition between the standard residential use to the east and the high density and commercial uses to the west.

The property across 1000 North is zoned commercial, and the property to the south of the proposed development is designated medium density on the General Plan.



## How the Proposed Zone is Suitable for the Existing Use of Subject Property

The proposed zone is suitable and appropriate for the proposed development because it provides a logical transition from lower density to higher density and commercial uses. Our experience in other cities has proven that our senior community use is compatible with most other uses and is an excellent transitional use from lesser to greater intensity uses.



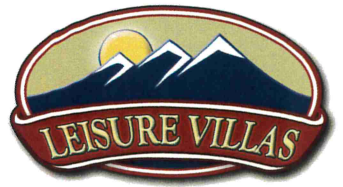
## How the Proposed Zone Promotes the Goals and Objectives of Tooele City

As stated in the charter of Tooele City, the City exists to "promote the general health, welfare, and protection of its citizens". Part of the purpose of the general plan is to anticipate the variety of needs of the citizens and provide ways where those needs may be met in order to promote the general welfare.

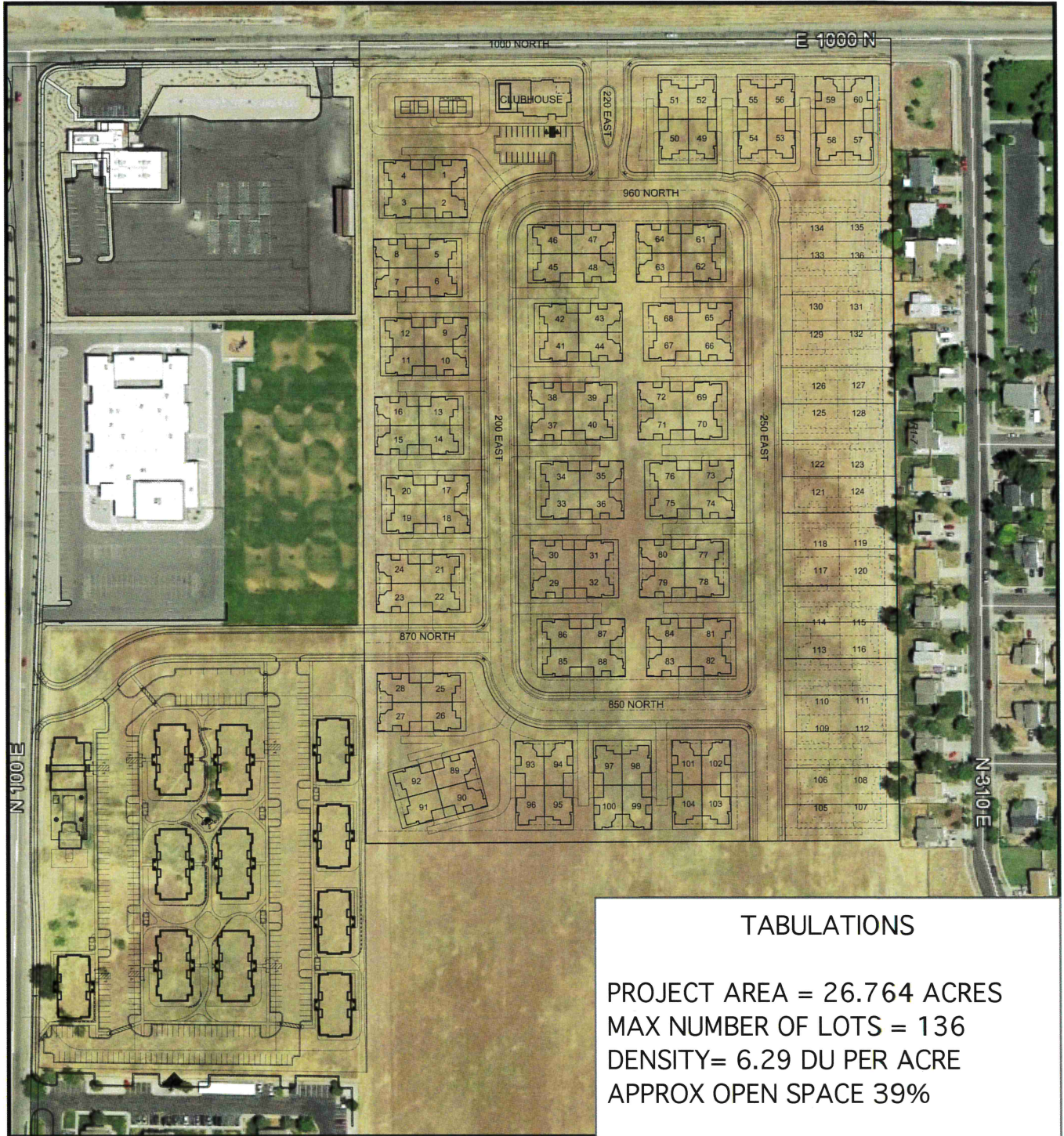
Forward thinking city leaders recognize that a well planned community must anticipate and allow for the development of a variety of housing alternatives in their City because residents' lifestyle and housing needs and desires shift as they grow, raise children and begin to experience the challenges of aging.

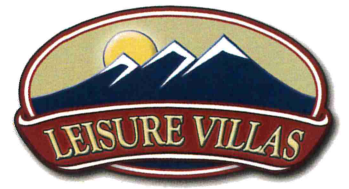


Part of this forward thinking is to recognize the need to allow for a housing product which is created to specifically meet the needs of today's more active seniors and which will allow them to remain an integral part of the larger community.



## Site Plan





## Site Plan Specifics

As stated above, the proposed development consists of a mix of private lots and homes, open space owned in common, and commonly owned amenities.

**Total Acreage:** 26.764 acres.

**Density:** 6.29 net per acre after deducting for rights of ways.

**Open Space:** approximately 39.6 %.

**Irrigable Area:** approximately 36%.

**Lot Sizes:** 48 x 73.5. Appropriately sized to contain our largest home size footprint.

**Garages:** Each home contains a two-car garage, with room for two cars parked in front of the garage in the driveway.

**Setbacks:** Rear perimeter setback = 20 feet. Setback from street right of way = 20 feet. Average separation between buildings = 34 feet.

**Drives and Fire lane widths:** Serving 2 homes = 12 feet. Serving 4 homes = 18 feet. Corner buildings = 18 feet.

**Roads:** Public Rights of way, designed per City standards. Sidewalks and park strips standard City dimensions as per City Design Standards.

**Guest Parking:** Two cars in garage. Two cars in driveway, extra parking at clubhouse.

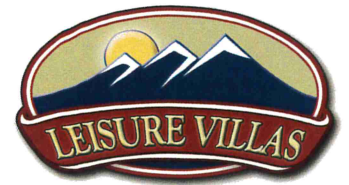
**City detention pond:** Not included in plan. However, we have left room to accommodate City post detained piping at City's cost along the front of our development to connection point in 1000 North right of way.

**Detention pond:** Designed to be dual use, with potential for pickle ball in basin.

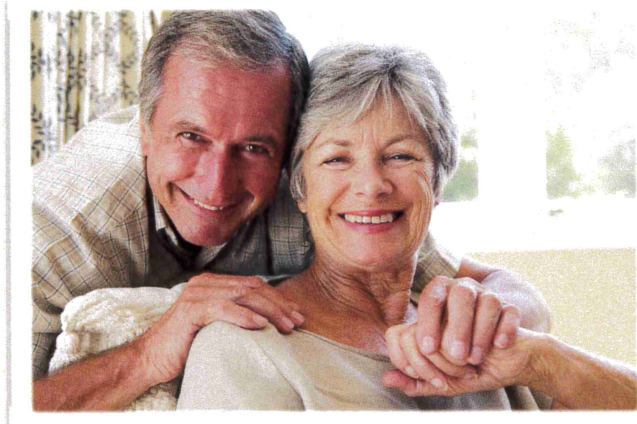
**Clubhouse Fencing:** Fencing will surround pool and private lounging area as per health department standards.







## Facts regarding Seniors



- Every single day in America 10,000 people turn 65.

- 75 Million Baby Boomers were born between 1946 and 1964 – They are now the core of our communities.

- Most Seniors want to stay in their current community. Our developments provide an opportunity for these folks to continue to reside in the community they have given so much to.

- Seniors remain our primary market because their numbers are skyrocketing. In the year 2000 there were 34.7 million seniors in the United States. By 2025 there will be 62 million.

- Seniors give a great deal to the community but require very little in return.
- Our homes have only half the number of occupants single-family homes have. Meaning equal tax revenue for the city with half the impact.
- Our communities are low impact with regards to traffic volume. Residents in our communities typically avoid driving during peak hours and with less than half the cars of a typical subdivision, generate about 48% as much traffic as residents of traditional neighborhoods.
- The community's HOA contracts out landscape services and exterior maintenance.
- Our 55+ communities generate lower than typical strain on municipal facilities and services and they don't typically have children in the school system.
- The senior demographic has the lowest crime rates of any demographic segment, and seniors are not typically demanding users of the City parks and recreation services.
- As a demographic segment, they are the largest donators of time and money to charitable causes and organizations.
- 70 percent of Seniors are mortgage free.

