

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council & Tooele City Redevelopment Agency will meet in a Work Session, on Wednesday, October 3, 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:**
 - **Refurbishing Project at Oquirrh Hills Golf Course**
Presented by Cody Lopez
 - **Ordinance 2018 – 15 An Ordinance of the Tooele City Council Reassigning the Zoning Classification to the MDR Medium Density Residential Zoning District for 1.268 Acres of Property Located at the Northwest Corner of the 50 West and 600 North Intersection**
Presented by Jim Bolser
- 4. Close Meeting**
 - **Litigation & Property Acquisition**
- 5. Adjourn**

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, Prior to the Meeting.



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and Bennish Construction LLC of 66 West Utah Ave, Tooele, UT, (hereinafter "Contractor") enter into this Agreement on the 3rd day of October, 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 Bid Estimate Documents For Scope of Work Details.

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 \$30,710 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 1, 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

Debbie Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney



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

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

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

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

CHECK APPLICABLE BOX:

- Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date

Customer ID:
Golf Course

Description of Work-

Quote 1- Railing

Description of work-

Remove and replace at least 3 rotted sections of the exterior railing that borders the rear deck. Install an energy seal chinking in the large gaps that are forming in the upright structural posts.

Sand all the components for the entire rail system. This includes the exposed under deck posts and the visible structural horizontal beam. The smaller railings for the separate set of stairs will also be included in this scope of work.

Install end coat solution to the top of the upright posts. Install a new coat of stain over all the reworked railing components.

Subtotal:	\$6,500
50% due upon acceptance of this contract:	\$3,750
Balance Due upon completion:	\$3,750

Customer ID:

Golf Course

Description of Work-

Quote 2- Upper soffit and dormer repair

Description of work-

Install new milled 8" regular log siding on each side of the upper dormer over the main entrance. Proper water barrier will be installed on the walls behind the new siding.

Chink the newly installed siding into place along the vertical junctions and across the soffit. Chink any large gaps in the soffit to prevent insect intrusion.

Make repairs to the siding on the rear dormer and chink all 2nd story soffits. Chink in and seal the flashing on the rear dormer to prevent any water penetration where there is an existing leak.

Stain all upper soffit and dormer siding components.

Subtotal:	\$7,380
50% due upon acceptance of this contract:	\$3,690
Balance Due upon completion:	\$3,690

Customer ID:
Golf Course

Description of Work-

Quote 3- Chinking

Description of work-

Repair multiple locations of damage on the main soffit areas around the entire building. Chink with energy seal any gaps in the soffit to detour any bug intrusion.

Chink all upward facing cracks in the siding. Install energy seal and backer rod in any gaps in the trim members and between the trim and the siding. Seal gaps between the ends of the siding and any vertical trim.

Subtotal:	\$8,130
50% due upon acceptance of this contract:	\$4,065
Balance Due upon completion:	\$4,065

Customer ID:

Golf Course

Description of Work-

Quote 3- Final Stain

Description of work-

After all other work is completed on the structure it will be ready for a new top-coat of stain. The tint of the installed stain will be approved by the client.

Install the top-coat over all wooden trim, soffit, and siding components around the entire main building.

Subtotal:	\$8,700
50% due upon acceptance of this contract:	\$4,350
Balance Due upon completion:	\$4,350

TOOELE CITY CORPORATION

ORDINANCE 2018-15

AN ORDINANCE OF THE TOOELE CITY COUNCIL REASSIGNING THE ZONING CLASSIFICATION TO THE MDR MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT FOR 1.268 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE 50 WEST 600 NORTH INTERSECTION.

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, the R1-7 zoning district is currently assigned to approximately 1.268 acres of land (the “Subject Property”) located at the northwest corner of the 50 West 600 North intersection (see map attached as **Exhibit A**); and,

WHEREAS, the Subject Property is currently owned by John Charchenko; and,

WHEREAS, by Rezone Petition received August 30, 2018, John Charchenko requested that the Subject Property be reassigned to the MDR Medium Density Residential zoning district (see Rezone Petition attached as Exhibit B); and,

WHEREAS, the surrounding properties to the west and south are assigned the same R1-7 Residential zoning district; and,

WHEREAS, the surrounding properties to the east and north are assigned the GC General Commercial zoning district; and,

WHEREAS, the Subject Property is bordered on the south by the 600 North right-of-way and on the east by the 50 West right-of-way; and,

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

WHEREAS, the Planning Commission convened a duly-noticed public hearing on September 26, 2018, and voted 6-0-1 (1 abstaining) to forward a positive recommendation to the City Council; and,

WHEREAS, the City Administration recommends approval of this Ordinance 2018-15 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 convened a duly-noticed public hearing on October 3, 2018; and,

WHEREAS, the City Council finds that, subject to the reasonable and appropriate conditions outlined below, the requested Zoning Map amendment is not adverse to the best interest of the City; and,

WHEREAS, the City is under no obligation to approve a Zoning Map amendment, but may do so upon finding a rational basis:

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 the zoning district assigned to the subject property shall be reassigned to the MDR Medium Density Residential zoning district; and,

Section 2. Rational Basis. The City Council hereby finds that the approval of this Ordinance 2018-15 is reasonable to serve, protect, and preserve the health, safety, and welfare of Tooele City and its residents, including future residents of the Subject Property, including by offering

a variety of housing densities and types, including affordable housing.

Section 3. No Vesting. Approval of this Ordinance 2018-15, 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 4. 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 5. 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)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City

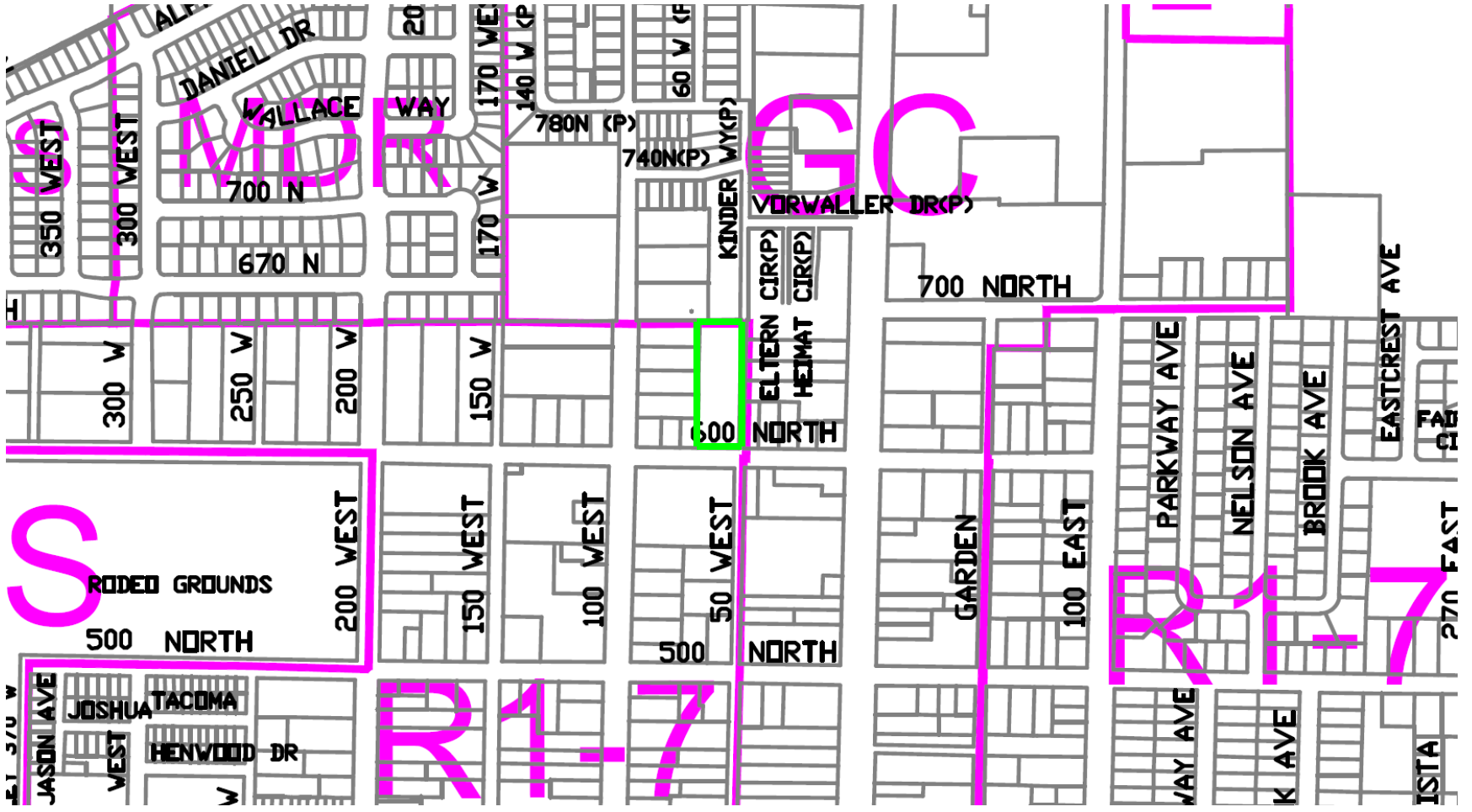
Recorder S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

ZONING MAP



S

RODED GROUNDS

500 NORTH

200 WEST

150 WEST

100 WEST

50 WEST

500

NORTH

600

NORTH

700 NORTH

GARDEN

100 EAST

PARKWAY AVE

NELSON AVE

BROOK AVE

EASTCREST AVE

350 WEST

300 WEST

700 N

670 N

DANIEL DR

WALLACE WAY

170 W

140 W (P)

780N (P)

740N(P)

60 W (P)

KINDER WY(P)

ELTERN CIR(P)

HEIMAT CIR(P)

VORWALLER DR(P)

270 EAST

WAY AVE

K AVE

ISTA

JASON AVE

JOSHUA WEST

TACOMA

HENWOOD DR

W

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.tooelecit.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					
Date of Submission: 8/30/18	Current Map Designation: R1-7	Proposed Map Designation: MDR	Parcel #(s): 02-069-0-0011	P18-648	
Project Name: 70 W 600 N	Project Address: 70 W 600 N, TOOELE, UT 84074			Acres: 1.268	
Proposed for Amendment: <input checked="" type="checkbox"/> Zoning Map <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan:					
Brief Project Summary: The property is 1.268 Acres which would allow for 7 single family homes. We would like to change to MDR to facilitate 3 buildings with 10 units total. This would be 1 4-Plex + 2 3-Plexes. This would allow for fewer buildings, more open space, and a much more friendly environment					
Property Owner(s): John Charchenko			Applicant(s): Ken Hatch		
Address: 1135 W 1200 N			Address: 999 W. 1500 SO		
City: West Bountiful	State: UT	Zip: 84087	City: Woods Cross	State: UT	Zip: 84087
Phone: 801-635-8575			Phone: 626-233-4090		
Contact Person: John Charchenko			Address: 1135 W 1200 N		
Phone:			City: West Bountiful	State: UT	Zip: 84087
Cellular: 801-635-8575	Fax:	Email: john@jcheng.us			

*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.

2160653

For Office Use Only			
Received By: 	Date Received: 8/30/18	Fees: 1,200 ⁰⁰	App. #: 320369