
PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council & the Tooele City Redevelopment Agency of Tooele City will meet in a Work Session, on Wednesday, June 19, 2019 at the hour of 5:00 p.m. The Meeting will be Held at the Tooele City Hall Large Conference Room, located at 90 North Main Street, Tooele, Utah.

1. Open City Council Meeting

2. Roll Call

3. Discussion:

- **Emergency Preparedness for Elected Officials**
Presented by Jim Bolser & Bucky Whitehouse
- **Cemetery Fees**
Presented by Darwin Cook
- **Resolution 2019-45** A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Castagno Place Subdivision
Presented by Paul Hansen
- **Resolution 2019-46** A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2018-2019
Presented by Glenn Caldwell
- **Resolution 2019-47** A Resolution of the Tooele City Council Adopting a Tentative Budget for Tooele City for Fiscal Year 2019-2020
Presented by Mayor Debbie Winn
- **Resolution 2019-48** A Resolution of the Tooele City Council Adopting a Proposed Tax Rate for Fiscal Year 2019-2020
Presented by Glenn Caldwell
- **Resolution 2019-49** A Resolution of the Tooele City Council Consenting to the Reappointment of Stephanie Statz and Karen Belmonte to the Library Board of Directors
Presented by Mayor Debbie Winn
- **Resolution 2019-50** A Resolution of the Tooele City Council Approving a Contract with Impact Contractors Inc. for the Demolition of Obsolete Water Storage Tanks
Presented by Steve Evans
- **Resolution 2019-51** A Resolution of the Tooele City Council Authorizing the Mayor to Sign a Contract with Broken Arrow Construction for the Broadway Storm Drain Project (400 North to Utah Avenue)
Presented by Steve Evans

- **Ordinance 2019-17** An Ordinance of the Tooele City Council Amending the Tooele City Zoning Map for Property Located at Approximately 168 Skyline Drive
Presented by Jim Bolser
- **Ordinance 2019-18** An Ordinance of the Tooele City Council Amending the Tooele City Zoning Map for Property Located Near 600 West 1200 North
Presented by Jim Bolser
- **Subdivision Final Plat Request for Overlake Estates 1L Phase 2** by Perry Development LLC, Located at Approximately 620 West 2000 North in the R1-7 Residential Zoning District for the Purpose of Creating 31 Single-Family Residential Lots
Presented by Jim Bolser
- **Minor Subdivision Request for the Utah Industrial Depot Minor Subdivision No. 37**
Amended by Peterson Industrial Property, Located at Approximately the Southeast Corner of Feldspar Street and K Avenue in the I Industrial Zoning District for the Purpose of Creating Three Industrial Lots
Presented by Jim Bolser
- **RDA Resolution 2019-12** A Resolution of the Redevelopment Agency of Tooele City, Utah, Adopting a Budget for Fiscal Year 2019-2020
Presented by Mayor Debbie Winn
- **RDA Resolution 2019-13** A Resolution of the Redevelopment Agency of Tooele City, Utah (RDA) Approving a Tax Increment Reimbursement Agreement with Broadway-Heritage Village Apartments 2017, LLC
Presented by Roger Baker

4. Close Meeting

- Litigation and Property Acquisition

5. Adjourn

Michelle Y. Pitt
Tooele City Recorder

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

TOOELE CITY CORPORATION

RESOLUTION 2019-45

A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE CASTAGNO PLACE SUBDIVISION.

WHEREAS, Tooele City previously approved a subdivision final plat for Castagno Place; 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, Wise Management 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 Castagno Place 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 _____, 2019.

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: 06/04/2019

Permit No: P18-383	Public Work Elements	Completed	Not Complete	Not Required
Project Name: Castagno Place	Culinary Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Address: 1090 North 690 East Tooele, Utah 84074	Secondary Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner/Developer: Todd Castagno P.O. Box 190 Grantsville, Utah 84029	Storm Drain / Pond	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Roads	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Curb & Gutter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Sidewalk	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Street Lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Landscaping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other / Comments: Subdivision has been found to be in substantial compliance with approved plans and applicable Tooele City Standards, as of the date shown on this inspection report.

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, the above referenced public improvements for this project have been satisfactorily completed in accordance with the approved construction plans and specifications and Tooele City Standards.

Recommended By	Title	Date
	Civil Inspector	6/4/2019
	City Engineer	6/4/19
	Public Works	6/4/19
	Community Development	6/5/19

Acknowledged and Accepted _____ City Council, Chair _____ Date _____

Scheduled Date for End of Warranty Final inspection: 05/29/2020

TOOELE CITY CORPORATION

RESOLUTION 2019-46

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING BUDGET AMENDMENTS FOR FISCAL YEAR 2018-2019.

WHEREAS, the City Council finds it necessary and prudent to re-open the 2018-2019 fiscal year budget to make amendments in order to more efficiently utilize funds to be received, said amendments described in Exhibit 1, attached, pursuant to U.C.A. §§10-6-124-128; and,

WHEREAS, the City Council convened a duly-noticed public hearing on June 19, 2019, pursuant to the requirements of U.C.A. §§10-6-113-114:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the budget amendments for fiscal year 2018-2019 as shown on Exhibit 1, which is attached hereto and made a part hereof, are hereby approved.

This Resolution shall be effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

Passed this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING:

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Fiscal Approval:

Glenn Caldwell, Director of Finance

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit 1

Budget Amendments

TOOELE CITY CORPORATION

RESOLUTION 2019-47

A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING A TENTATIVE BUDGET FOR TOOELE CITY FOR FISCAL YEAR 2019-2020.

WHEREAS, the Tooele City Council adopted the budget officer's tentative budget for fiscal year 2019-2020 on May 1, 2019, and established June 19, 2019, as the date for a public hearing for the final budget, as required by U.C.A. Chapter 10-6; and,

WHEREAS, the City Council convened a public hearing on June 19, 2019, as required by U.C.A. §10-6-114; and,

WHEREAS, the City Council desires to adopt a new tentative budget based on a proposed increase in the certified tax rate; and,

WHEREAS, the City Council is required to adopt the final budget pursuant to U.C.A. §10-6-118 by June 30 or August 17, as applicable; and,

WHEREAS, the City Council will hold a truth-in-taxation public hearing on August 7, 2018, prior to adopting the final budget and new certified tax rate; and,

WHEREAS, the fiscal year 2019-2020 budget adoption process has followed the requirements of Utah Code Title 10, Chapter 6:

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOOELE CITY COUNCIL that a new Tooele City tentative budget for fiscal year 2019-2020 is hereby adopted.

This Resolution shall be effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

TOOELE CITY CORPORATION

RESOLUTION 2019-48

A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING A PROPOSED TAX RATE FOR FISCAL YEAR 2019-2020.

WHEREAS, Utah Code §10-6-133 requires cities to set by ordinance or resolution the real and personal property tax levy, or certified tax rate, for various municipal purposes; and,

WHEREAS, the general tax rate has been calculated preliminarily by the Utah State Tax Commission to be .003024 for Fiscal Year 2019-2020 (compared to 0.003334 for Fiscal Year 2018-2019, 0.001938 for Fiscal Year 2017-2018, 0.002030 for Fiscal Year 2016-2017, 0.002203 for Fiscal Year 2015-2016, 0.002310 for Fiscal Year 2014-2015, and 0.002520 for Fiscal Year 2013-2014); and,

WHEREAS, the actual certified tax rate will be established at the time of the City Council's approval of the final Fiscal Year 2019-2020 budget, on August 7, 2019; and,

WHEREAS, the City Council proposes to not adopt the Tax Commission certified tax rate but to adopt the same tax rate as certified for Fiscal Year 2018-2019 in order to prevent the historic decline of the certified tax rate; and,

WHEREAS, the City Council convened a public hearing on the proposed tax rate on June 19, 2019, together with the public hearing on the new tentative budget:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City proposed real and personal property tax levy, or proposed tax rate, is hereby set at 0.003334 for Fiscal Year 2019-2020.

This Resolution shall become effective on the date of passage by authority of the Tooele City Charter.

Passed this ____ day of _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

Roger Evans Baker, Tooele City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2019-49

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO THE REAPPOINTMENT OF STEPHANIE STATZ AND KAREN BELMONTE 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 reappoint Stephanie Statz and Karen Belmonte 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, the City Council finds it to be in the best interest of Tooele City to consent to the appointments:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that consent is hereby given to the Mayor's reappointment of Stephanie Statz and Karen Belmonte to the Library Board of Directors to serve three-year terms, as follows:

Board Members	Original Appointment	Original Expiration	Present Appointment	Present Term Expiration
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
Susan Callihan	10-07-2015	06-30-2018	07-01-2018	06-30-2021
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
Stephanie Statz	07-20-2016	06-30-2019	07-01-2019	06-30-2022
Karen Belmonte	07-20-2016	06-30-2019	07-01-2019	06-30-2022
Dave McCall (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 _____, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Pitt, City Recorder

S E A L

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

TOOELE CITY CORPORATION

RESOLUTION 2019-50

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH IMPACT CONTRACTORS INC. FOR THE DEMOLITION OF OBSOLETE WATER STORAGE TANKS.

WHEREAS, Tooele City has two concrete water storage tanks, known as Tank #2 and Old Tank #3, which are obsolete and no longer suitable for use within the city culinary water system; and,

WHEREAS, these obsolete water storage tanks are an attractive nuisance and pose a significant potential safety risk to trespass, vandalism, and injury; and,

WHEREAS, the Administration intent is to abandon the obsolete water storage tanks in place by demolishing the walls, columns, and roof deck to a point below the existing ground surface, to leave the floor in place, and to cover the demolished concrete and rebar debris with soil; and,

WHEREAS, because there will be insufficient below ground storage for all debris, surplus concrete and rebar material will be removed and disposed off site; and,

WHEREAS, the City solicited public bids for demolition of the two obsolete water storage tanks in accordance with the procedures of §11-39-101 *et seq.* and §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Impact Contractors Inc. has submitted a cost proposal of Forty-Three Thousand Three Hundred Dollars (\$43,300.00), which is the lowest responsible responsive bid. This bid amount includes demolition and offsite disposal of up to 1,500 tons of surplus concrete and rebar materials. A copy of the Bid Tabulation is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign a contract (attached hereto as Exhibit B) with Impact Contractors Inc. for Demolition of Obsolete Water Storage Tanks 2 and 3 for a sum not to exceed Forty-Three Thousand Three Hundred Dollars (\$43,300.00), plus an additional Two Thousand Two Hundred Dollars (\$2,200.00) contingency (about 5%), which may be used as necessary for changed conditions at the discretion of the Mayor.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Bid Tabulation

EXHIBIT B

Agreement



Bid Tabulation
Demolition of Obsolete Water Storage Tanks No. 2 and 3
Bid Opening Date: June 4, 2019

	Demolition		Offsite Disposal		Total Cost of Demolition and Removal of Deck and Walls
	Tank 2	Tank 3	Unit Price	*Offsite Disposal	
Impact Contractors Inc	\$10,400.00	\$10,400.00	\$15.00	\$22,500.00	\$43,300.00
Reynolds Excavation	\$25,500.00	\$29,450.00	\$55.00	\$82,500.00	\$137,450.00
MKP Enterprises	\$61,000.00	\$81,000.00	\$15.00	\$22,500.00	\$164,500.00
England Construction	\$66,385.00	\$70,250.00	\$25.75	\$38,625.00	\$175,260.00
Unique Excavation	\$137,824.50	\$137,824.50	\$89.00	\$133,500.00	\$409,149.00

* Based upon estimated 1,500 tons surplus concrete and rebar

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Impact Contractors Inc.
- B. Address: 555 South Iron Rose Place, Salt Lake City, Utah 84104
- C. Telephone number: (801) 973-7777
- D. Facsimile number: (801) 973-0051

1.2 OWNER

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

1.3 CONSTRUCTION CONTRACT

- A. The Demolition Contract is known as

Demolition of Obsolete Water Storage Tanks 2 and 3

1.4 ENGINEER

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
 - 1. Base Bid.
 - 2. _____

3. _____

4. _____

- C. An Agreement Supplement [_____] is, [_____] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Forty Three Thousand Three Hundred Dollars (\$43,300.00). This price is based upon the base bid demolition amount of \$20,800 and a maximum of \$22,500 to be used for off site hauling and disposal, as directed by the Owner

2.2 CONTRACT TIME

- A. The Work shall be completed by October 31, 2019.

2.3 PUNCH LIST TIME

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

2.4 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**
Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered

delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

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

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

- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.
- D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the _____ day of _____, 2019.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: _____
- B. Please print name here: _____
- C. Title: _____
- D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)

County of _____) ss.
_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019.

by _____
(person acknowledging and title or representative capacity, if any).

Notary's signature

Residing at

My commission expires:

Notary's seal

3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

TOOELE CITY CORPORATION

RESOLUTION 2019-51

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH BROKEN ARROW CONSTRUCTION FOR THE BROADWAY STORM DRAIN PROJECT (400 NORTH TO UTAH AVENUE).

WHEREAS, during heavy storm events, Tooele City experiences significant storm water flows along Broadway Avenue between 400 North and Utah Avenue, which result in street flooding and related traffic impairment; and,

WHEREAS, the City Administration proposes a project to install storm water infrastructure in Broadway Avenue between 400 North and Utah Avenue (the Project); and,

WHEREAS, Tooele City has adopted a Storm Water Master Plan which identifies the Project; and,

WHEREAS, Tooele City has enacted a Storm Water Fee, and created a storm water enterprise fund funded by that Fee, for the purpose of mitigating storm water conveyance and flooding within City limits, and has collected sufficient funds to pay for the Project; and,

WHEREAS, the City accepted public bids for construction of the Project in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated, as amended; and,

WHEREAS, Broken Arrow Construction has submitted a cost proposal of Four Hundred Sixty-Six Thousand Two Hundred Thirty-Four Dollars and Ninety-Two Cents (\$466,234.92) for completion of the Project and is the lowest responsive responsible bidder (see the Bid Tabulation attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of about 5% of the bid amount, or Twenty-Three Thousand Three Hundred Dollars (\$23,300), as contingency for change orders for changed conditions that may arise during the Project, as reviewed and authorized by the Mayor; and,

WHEREAS, the Project is to be funded using Tooele City revenue sources that include the storm water enterprise funds:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign a contract (attached as Exhibit B) with Broken Arrow Construction for completion of the Broadway Storm Drain Project (400 North to Utah Avenue), for a sum not to exceed \$466,234.92, plus an additional \$23,300 contingency (about 5%), which may be used as necessary for changed conditions at the discretion of the Mayor.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Bid Tabulation

EXHIBIT B

Contract:



BID TABULATION
 2019 Broadway Storm Drain Project (400 North to Utah Avenue)
 Bid Opening Date: June 12, 2019

Item No.	Description	Estimated Quantity	Unit	Broken Arrow Const.		Triex Construction		England Construction			
				Unit Price	Total	Unit Price	Total	Unit Price	Total		
GENERAL											
1	Mobilization	1	LS	\$50,600.00	\$50,600.00	\$30,738.72	\$30,738.72	\$98,000.00	\$98,000.00		
2	Construction Layout	1	LS	\$3,373.33	\$3,373.33	\$6,901.50	\$6,901.50	\$3,500.00	\$3,500.00		
DEMOLITION											
3	Demolition and Disposal of Existing Concrete Sidewalk and Subbase	650	SF	\$4.14	\$2,691.00	\$5.31	\$3,451.50	\$3.50	\$2,275.00		
4	Demolition and Disposal of Existing Concrete Waterway and Subbase	550	LF	\$4.82	\$2,651.00	\$5.81	\$3,195.50	\$6.75	\$3,712.50		
5	Demolition and Disposal of Existing Curb & Gutter and Subbase	200	LF	\$20.60	\$4,120.00	\$17.07	\$3,414.00	\$10.00	\$2,000.00		
STORM DRAIN											
6	Furnish and Install 15" Dia. NRCP Storm Drain Pipe	250	LF	\$87.10	\$21,775.00	\$116.73	\$29,182.50	\$108.00	\$27,000.00		
7	Furnish and Install 18" Dia. RCP Storm Drain Pipe	160	LF	\$90.84	\$14,534.40	\$122.13	\$19,540.80	\$110.00	\$17,600.00		
8	Furnish and Install 21" Dia. RCP Storm Drain Pipe	40	LF	\$98.23	\$3,929.20	\$140.72	\$5,628.80	\$120.00	\$4,800.00		
9	Furnish and Install 24" Dia. RCP Storm Drain Pipe	30	LF	\$99.54	\$2,986.20	\$146.10	\$4,383.00	\$130.00	\$3,900.00		
10	Furnish and Install 30" Dia. RCP Storm Drain Pipe	1,430	LF	\$115.41	\$165,036.30	\$148.44	\$212,269.20	\$135.00	\$193,050.00		
11	Furnish and Install Single Storm Drain Inlet Box	1	EA	\$3,318.39	\$3,318.39	\$2,801.25	\$2,801.25	\$3,000.00	\$3,000.00		
12	Furnish and Install Single Storm Drain with Combination Inlet Box	2	EA	\$7,066.77	\$14,133.54	\$4,576.58	\$9,153.16	\$3,500.00	\$7,000.00		
13	Furnish and Install Double Storm Drain Inlet Box	6	EA	\$6,086.07	\$36,516.42	\$3,995.47	\$23,972.82	\$4,400.00	\$26,400.00		
14	Furnish and Install Double Storm Drain with Combination Inlet Box	1	EA	\$9,175.40	\$9,175.40	\$5,780.37	\$5,780.37	\$5,500.00	\$5,500.00		
15	Furnish and Install Quad Storm Drain with Combination Inlet Box	3	EA	\$11,578.61	\$34,735.83	\$9,654.87	\$28,964.61	\$11,890.00	\$35,670.00		
16	Furnish and Install 5' Dia. Storm Drain Manhole	3	EA	\$4,145.52	\$12,436.56	\$4,761.01	\$14,283.03	\$5,700.00	\$17,100.00		
17	Furnish and Install 6' Dia. Storm Drain Manhole	1	EA	\$4,978.48	\$4,978.48	\$6,078.36	\$6,078.36	\$6,000.00	\$6,000.00		



BID TABULATION
 2019 Broadway Storm Drain Project (400 North to Utah Avenue)
 Bid Opening Date: June 12, 2019

Item No.	Description	Estimated Quantity	Unit	Broken Arrow Const.		Triex Construction		England Construction			
				Unit Price	Total	Unit Price	Total	Unit Price	Total		
CULINARY WATER											
18	Remove and Replace Existing 1" Water Service Laterals	7	EA	\$3,258.36	\$22,808.52	\$1,805.45	\$12,638.15	\$2,850.00	\$19,950.00		
19	Loop Existing Water Main Lines	5	EA	\$3,817.57	\$19,087.85	\$7,028.78	\$35,143.90	\$4,200.00	\$21,000.00		
ROADWAY / CONCRETE											
20	Furnish and Install New 6" Thick Concrete Sidewalk and Subbase	650	SF	\$14.45	\$9,392.50	\$16.36	\$10,634.00	\$8.25	\$5,362.50		
21	Furnish and Install New 8" Thick Concrete Waterway and Subbase	550	SF	\$22.62	\$12,441.00	\$17.12	\$9,416.00	\$12.00	\$6,600.00		
22	Furnish and Install New Concrete Curb & Gutter and Subbase	200	LF	\$48.42	\$9,684.00	\$63.91	\$12,782.00	\$40.00	\$8,000.00		
23	Pavement Striping	1	LS	\$2,750.00	\$2,750.00	\$3,450.75	\$3,450.75	\$1,200.00	\$1,200.00		
24	Furnish and Install ADA Truncated Dome Tactile Pads in New Sidewalk	8	EA	\$385.00	\$3,080.00	\$274.51	\$2,196.08	\$1,000.00	\$8,000.00		
Total				\$466,234.92		\$496,000.00		\$526,620.00			
DEDUCTIVE ALTERNATES											
D1	Deduct for No Installation of 1" Meter Setter			\$550.56		\$425.00		\$650.00			
D2	Deduct for No Installation of 21" Dia. Meter Can			\$383.73		\$125.00		\$90.00			
COMMENTS											

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Broken Arrow, Inc.
- B. Address: 8960 Clinton Landing Road, Lake Point, Utah 84074
- C. Telephone number: (801) 355-0527
- D. Facsimile number: (801) 252-7501

1.2 OWNER

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

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

**Broadway Storm Drain Project
(400 North to Utah Avenue)**

1.4 ENGINEER

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
1. Base Bid.
 2. _____
 3. _____
 4. _____
- C. An Agreement Supplement [_____] is, [] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Four Hundred Sixty Six Thousand Two Hundred Thirty Four Dollars and Ninety Two Cents (\$466,234.92).

2.2 CONTRACT TIME

- A. Substantial Completion of the Work shall occur within 60 calendar days of the date of the Notice to Proceed. Final completion shall occur within 75 calendar days of the date of the Notice to Proceed.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. _____

2.3 PUNCH LIST TIME

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

2.4 LIQUIDATED DAMAGES

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

completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**

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

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

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

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

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

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

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

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TOOELE CITY CORPORATION

ORDINANCE 2019-17

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY ZONING MAP FOR PROPERTY LOCATED AT APPROXIMATELY 168 SKYLINE DRIVE.

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

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

WHEREAS, the Land Use Element (hereinafter the “Land Use Plan”) of the General Plan establishes Tooele City’s general land use policies, which have been adopted by Ordinance 1998-39 as a Tooele City ordinance, and which set forth appropriate Use Designations for land in Tooele City (e.g., residential, commercial, industrial, open space); and,

WHEREAS, the Land Use Plan reflects the findings of Tooele City’s elected officials regarding the appropriate range, placement, and configuration of land uses within the City, which findings are based in part upon the recommendations of land use and planning professionals, Planning Commission recommendations, public comment, and other relevant considerations; and,

WHEREAS, Utah Code §10-9a-501, *et seq.*, provides for the enactment of “land use [i.e., zoning] ordinances and a zoning map” that constitute a portion of the City’s regulations (hereinafter “Zoning”) for land use and development, establishing order and standards under which land may be developed in Tooele City; and,

WHEREAS, a fundamental purpose of the Land Use Plan is to guide and inform the recommendations of the Planning Commission and the decisions of the City Council about the Zoning designations assigned to land within the City (e.g., R1-10 residential, neighborhood commercial (NC), light industrial (LI)); and,

WHEREAS, the City has received an application for Zoning amendments for properties located near 168 Skyline Drive, as shown in the attached **Exhibit A**; and,

WHEREAS, on June 12, 2019, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as **Exhibit B**); and,

WHEREAS, on _____, the City Council convened a duly-advertised public hearing:

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

1. this Ordinance and the zoning amendments proposed therein are in the best interest of the City in that they will bring an increased variety of housing types and styles for those in various stages of life, and are consistent with the General Plan and Land Use Plan; and,
2. the Zoning Map is hereby amended for the property located near 168 Skyline Drive as illustrated in **Exhibit A**, attached.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 20__.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Sharon Dawson, City Recorder

S E A L

Approved as to Form:

Roger Baker, Tooele City Attorney

Exhibit A

Application for Zoning Amendment

Zoning, General Plan, & Master Plan Map Amendment Application

Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2132 Fax (435) 843-2139
www.tooelecity.org



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: 4-30-2019	Current Map Designation: R1-7	Proposed Map Designation: MR-25	Parcel #(s): 02-013-0-0055 02-016-0-0016, 02-013-0-0054
Project Name: Skyline Vista			Acres: 14.31 14.24 acres
Project Address: 168 Skyline Dr, Tooele			
Proposed for Amendment: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: _____			
Brief Project Summary: We would like to propose to change by ordinance that the three parcels, 02-013-0-0055, 02-016-0-0016, and 02-013-0-0054 become MR-25 zones to allow for a townhouse and apartment project.			
Property Owner(s): Gordon's Inc, Skyline Dr Property LLC, Skyline Vista Properties LLC		Applicant(s): Steve McCleery, Derald Anderson, David Payne	
Address: 4179 North Cochrane Lane Erda 84074 321 East Coventry Way Erda 84074 4194 Torrey Pines Washington 84780		Address: 127 Wayfield Dr	
City: _____ Utah	State: _____	City: Draper	State: UT Zip: 84020
Phone: 206-786-9213 801-845-5214 702-303-9700	Phone: (801) 209-1875,		
Contact Person: Steve McCleery		Address: 127 Wayfield Dr	
Phone: (801) 209-1875		City: Draper	State: UT Zip: 84020
Cellular: (801) 209-1875	Fax: n/a	Email: steve.mccleery@gmail.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.

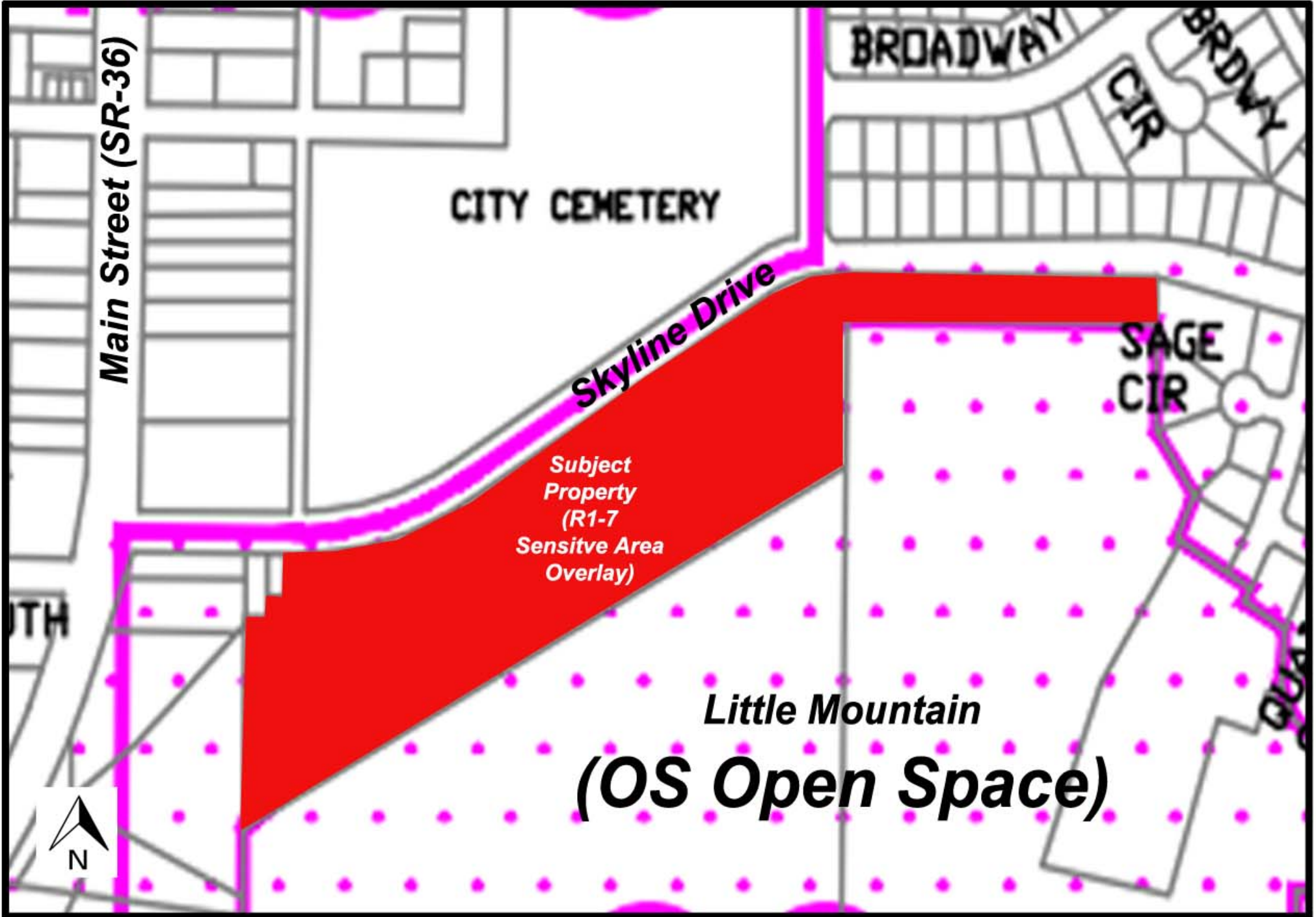
Note to Applicant:

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:	Date Received: 5/7/19	Fees: 2,431⁰⁰	App. #: 2190311

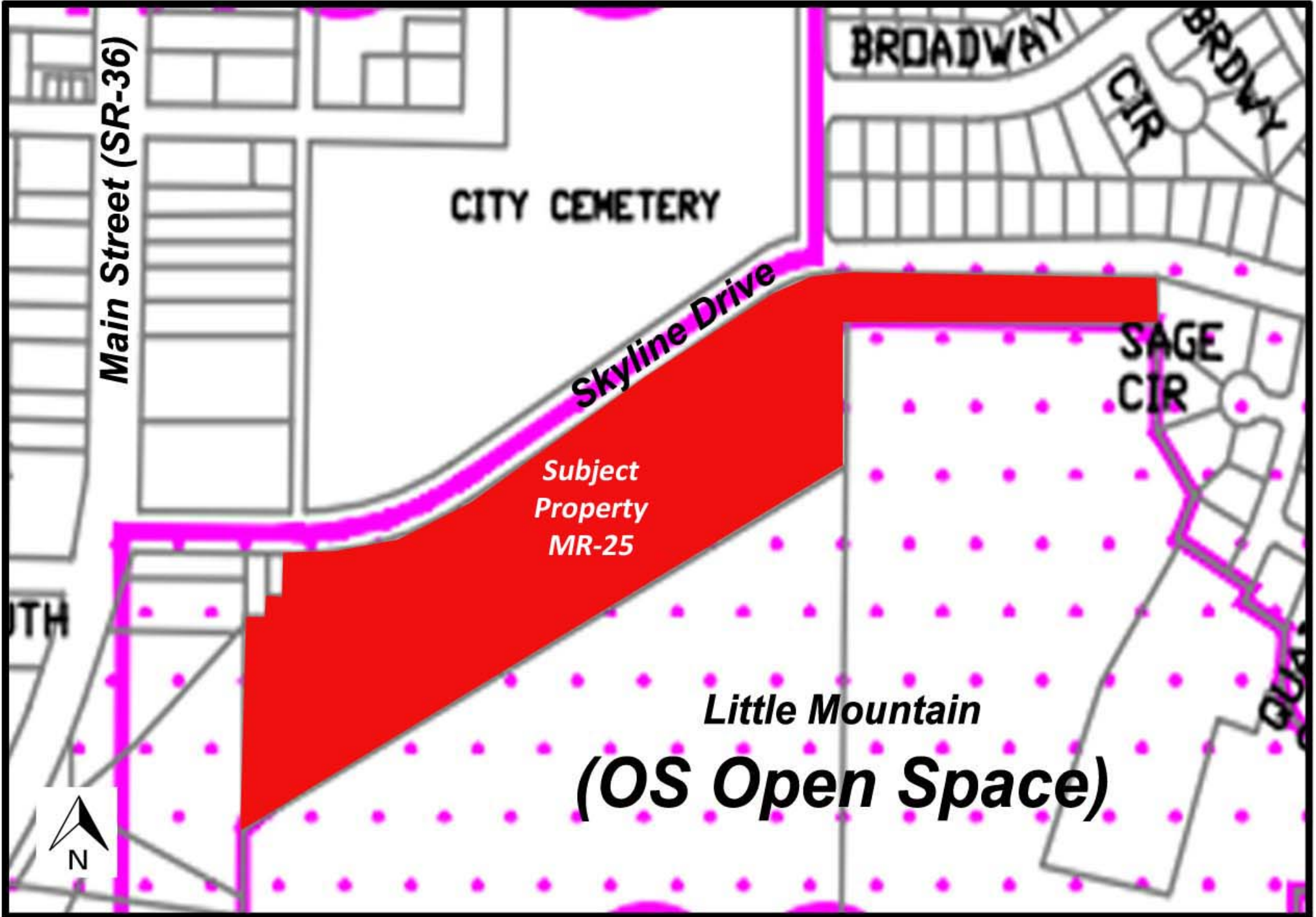
346066 Rec.

Skyline Vista Zoning Map Amendment



Current Zoning

Skyline Vista Zoning Map Amendment



Proposed Zoning

Exhibit B

Planning Commission Minutes

STAFF REPORT

June 4, 2019

To: Tooele City Planning Commission
Business Date: June 12, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: **Skyline Vista – Zoning Map Amendment Request**

Application No.: P19-343
Applicant: Skyline Vista Properties, Skyline Dr Property & Gordon's Inc.
Project Location: Approximately 168 Skyline Drive
Zoning: R1-7 Residential Zone
Acreage: 14.31 Acres (Approximately 623,343 ft²)
Request: Request for approval of a Zoning Map Amendment in the R1-7 Residential zone regarding reassignment of the subject properties to the MR-25 Multi-Family Residential zoning district.

BACKGROUND

This application is a request for approval of a Zoning Map Amendment for approximately 14.31 acres located at approximately 168 Skyline Drive. The property is currently zoned R1-7 Residential and is located within the Sensitive Area Overlay zone. The applicant is requesting that a Zoning Map Amendment be approved to allow for the development of the currently vacant site with the MR-25 Multi-Family Residential Zoning District.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the **R1-7**, zone is 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. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single family dwellings, two-family dwellings and multi-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.” The R1-7 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation. The property is surrounded by various zoning districts and land uses. To the north is the City Cemetery which is zoned MU-G Mixed Use. To the east property is zoned R1-7 residential. South of the subject property land is zoned OS Open Space. To the west property is zoned R1-7. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

The property is also located within the Sensitive Area Overlay Zone. The purpose of the Sensitive Area Overlay is to provide regulatory standards, guidelines, and criteria having the effect of minimizing flooding, erosion, destruction of natural plant and wildlife habitat, alteration of natural drainages, and

other environmental hazards, and protecting the natural scenic character of the hillside and mountain areas. In support of this purpose and intent, this Chapter recognizes the importance of the unique hillside and mountain areas of Tooele City to the scenic character, heritage, history, and identity of Tooele City and of adjoining areas of unincorporated Tooele County. In support of this purpose and intent, Tooele City finds that it is in the public interest to regulate the development of sensitive areas in a manner so as to minimize the adverse impacts of development on scenic open spaces and on sensitive or vulnerable organic and inorganic systems.

The applicant is requesting that the zoning of the property be changed to MR-25 and that the property be removed from the Sensitive Area Overlay zone. There are considerable differences between the two zones, mainly housing types and density.

The R1-7 zone permits 5 units per acre on lots 7000 square feet or larger. Within this zone only single-family and two family dwellings are permitted. The MR-25 zone permits up to 25 units per acre. Within this zone only multi-family dwellings such as townhomes, condominiums and apartments may be constructed.

The Sensitive Area Overlay zone also places greater restrictions on development of the property. Some of those restrictions pertain to lot size, slope, grading limitations. Keeping the property in the Sensitive Area Overlay does restrict the development potential of the properties significantly.

Site Plan Layout. The applicant has submitted a conceptual site plan that has been included in the packet for the Planning Commission's reference. It should be emphasized that this hearing isn't to discuss the site plan or the particulars of development on the property. Instead the focus should be upon the use of the property as an MR-25 Multi-Family Residential zone instead of the R1-7 Residential zone with a Sensitive Area Overlay.

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

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

REVIEWS

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

1. The R1-7 zone permits 5 units per acre on lots 7000 square feet or larger. Within this zone only single-family and two family dwellings are permitted.
2. The MR-25 zone permits up to 25 units per acre. Within this zone only multi-family dwellings such as townhomes, condominiums and apartments may be constructed.
3. The property is current located within the Sensitive Area Overlay zone that contains significant restrictions regarding lots, lot sizes, grading on those lots, slopes, etc.

Engineering Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Zoning Map Amendment submission and have the following finding(s):

1. A geotechnical study has been conducted by the applicant addressing slope, rock fall potential, storm water drainage, etc.

Noticing. The applicant(s) have expressed their desire to rezone the subject property and do so in a manner which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Staff recommends the Planning Commission carefully weigh this request for a Zoning Map Amendment according to the appropriate tenets of the Utah State Code and the Tooele City Code, particularly Section 7-1A-7(1) and render a decision in the best interest of the community with any conditions deemed appropriate and based on specific findings to address the necessary criteria for making such decisions.

Potential topics for findings that the Commission should consider in rendering a decision:

1. The effect of the proposed application on the character of the surrounding area.
2. The degree to which the proposed application is consistent with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed application is consistent with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed application is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the properties for the uses proposed.
6. The degree to which the proposed application will or will not be deleterious to the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed application conforms to the general aesthetic and physical development of the area.
8. Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Whether or not public services in the area are adequate to support the subject development.
11. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Skyline Vista Zoning Map Amendment Request by Skyline Vista Properties, Skyline Dr Property & Gordon’s Inc. to reassign the subject properties to the MR-25 Multi-Family Residential zoning district, application number P19-343, based on the findings and subject to the conditions listed in the Staff Report dated June 4, 2019:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Skyline Vista Zoning Map Amendment Request by Skyline Vista Properties, Skyline Dr Property & Gordon’s Inc. to reassign the subject properties to the MR-25 Multi-Family Residential zoning district, application number P19-343, based on the following findings:”

1. List any findings...

EXHIBIT A

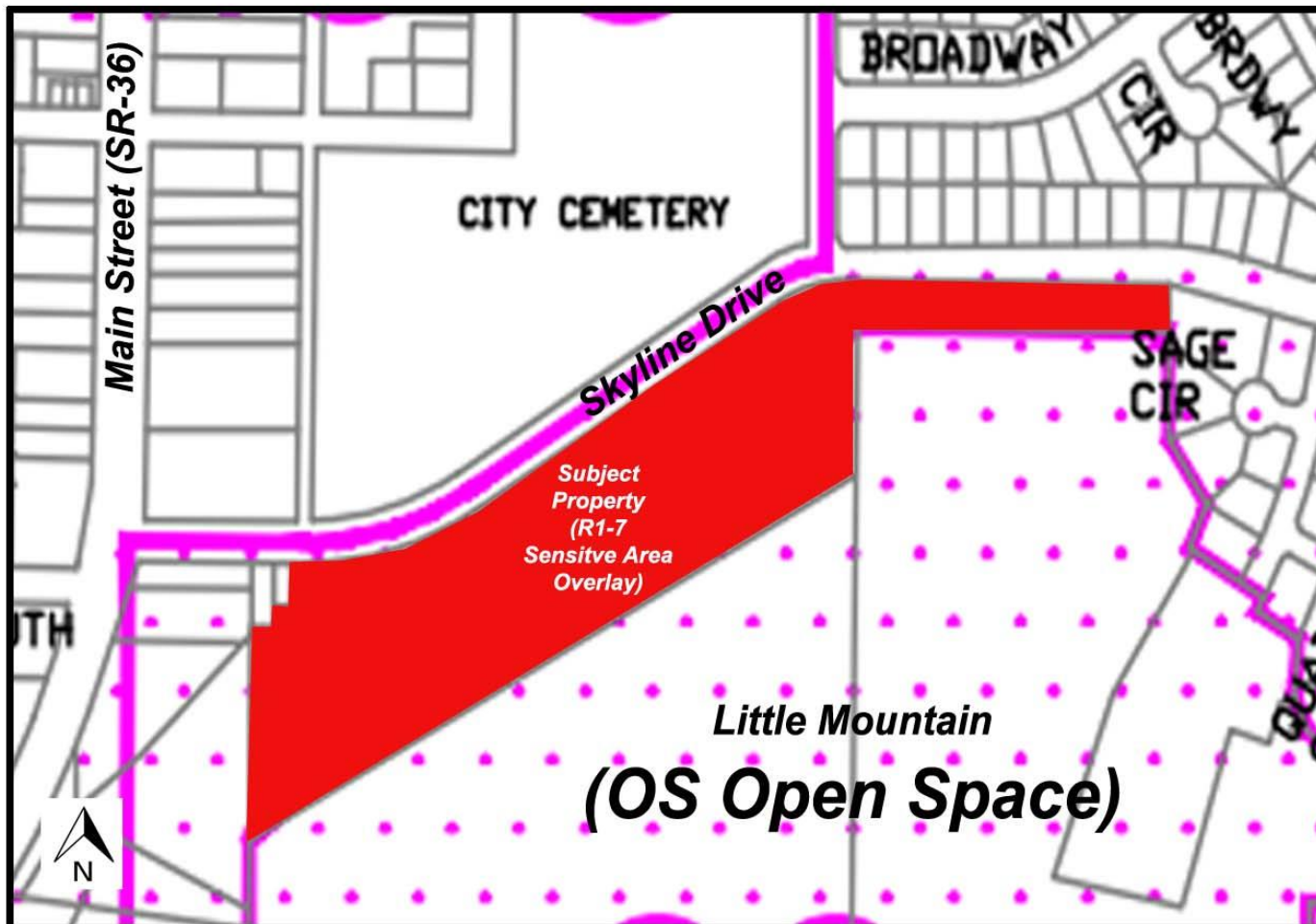
MAPPING PERTINENT TO THE SKYLINE VISTA ZONING MAP AMENDMENT

Skyline Vista Zoning Map Amendment



Aerial View

Skyline Vista Zoning Map Amendment



Current Zoning

EXHIBIT B

APPLICANT SUBMITTED INFORMATION

Zoning, General Plan, & Master Plan Map Amendment Application

Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2132 Fax (435) 843-2139
www.tooelecity.org



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: 4-30-2019	Current Map Designation: R1-7	Proposed Map Designation: MR-25	Parcel #(s): 02-013-0-0055 02-016-0-0016, 02-013-0-0054
Project Name: Skyline Vista			Acres: 14.31 14.24 acres
Project Address: 168 Skyline Dr, Tooele			
Proposed for Amendment: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: _____			
Brief Project Summary: We would like to propose to change by ordinance that the three parcels, 02-013-0-0055, 02-016-0-0016, and 02-013-0-0054 become MR-25 zones to allow for a townhouse and apartment project.			
Property Owner(s): Gordon's Inc, Skyline Dr Property LLC, Skyline Vista Properties LLC		Applicant(s): Steve McCleery, Derald Anderson, David Payne	
Address: 4179 North Cochrane Lane Erda 84074 321 East Coventry Way Erda 84074 4194 Torrey Pines Washington 84780		Address: 127 Wayfield Dr	
City: _____ State: Utah Zip: _____	City: Draper State: UT Zip: 84020		
Phone: 206-786-9213 801-845-5214 702-303-9700	Phone: (801) 209-1875,		
Contact Person: Steve McCleery		Address: 127 Wayfield Dr	
Phone: (801) 209-1875		City: Draper State: UT Zip: 84020	
Cellular: (801) 209-1875	Fax: n/a	Email: steve.mccleery@gmail.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:	Date Received: 5/7/19	Fees: 2,431⁰⁰	App. #: 2190311

346066 Rec.

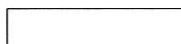

PROJECT TABULATIONS

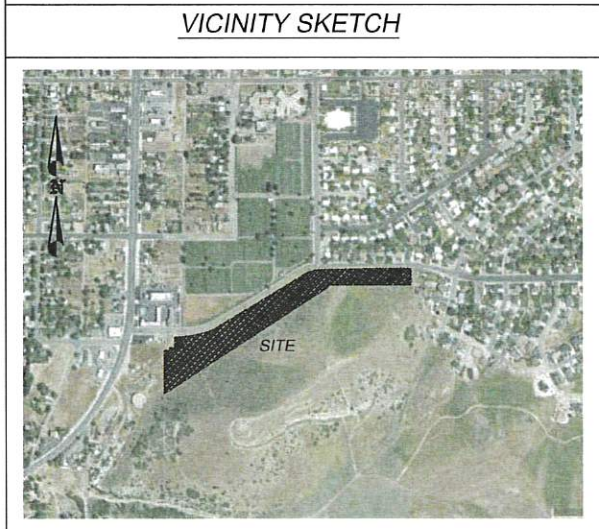
TOTAL PROJECT AREA	14.24 AC	100%
UNBUILDABLE AREA (+30% SLOPE)	6.79 AC	48%
NET DEVELOPABLE AREA	7.45 AC	52%

DENSITY CALCULATION






PROPOSED ZONE:	
SENSITIVE AREA OVERLAY ALLOWED DENSITY	25 DU/NET AREA (AC)
# OF UNIT ALLOWED IN PUD	7.45 AC x 25 DU/AC = 186 DU
# OF APARTMENT UNITS	126 DU
# OF TOWNHOMES	32 DU
TOTAL UNITS	158 DU 21.20 DU/AC

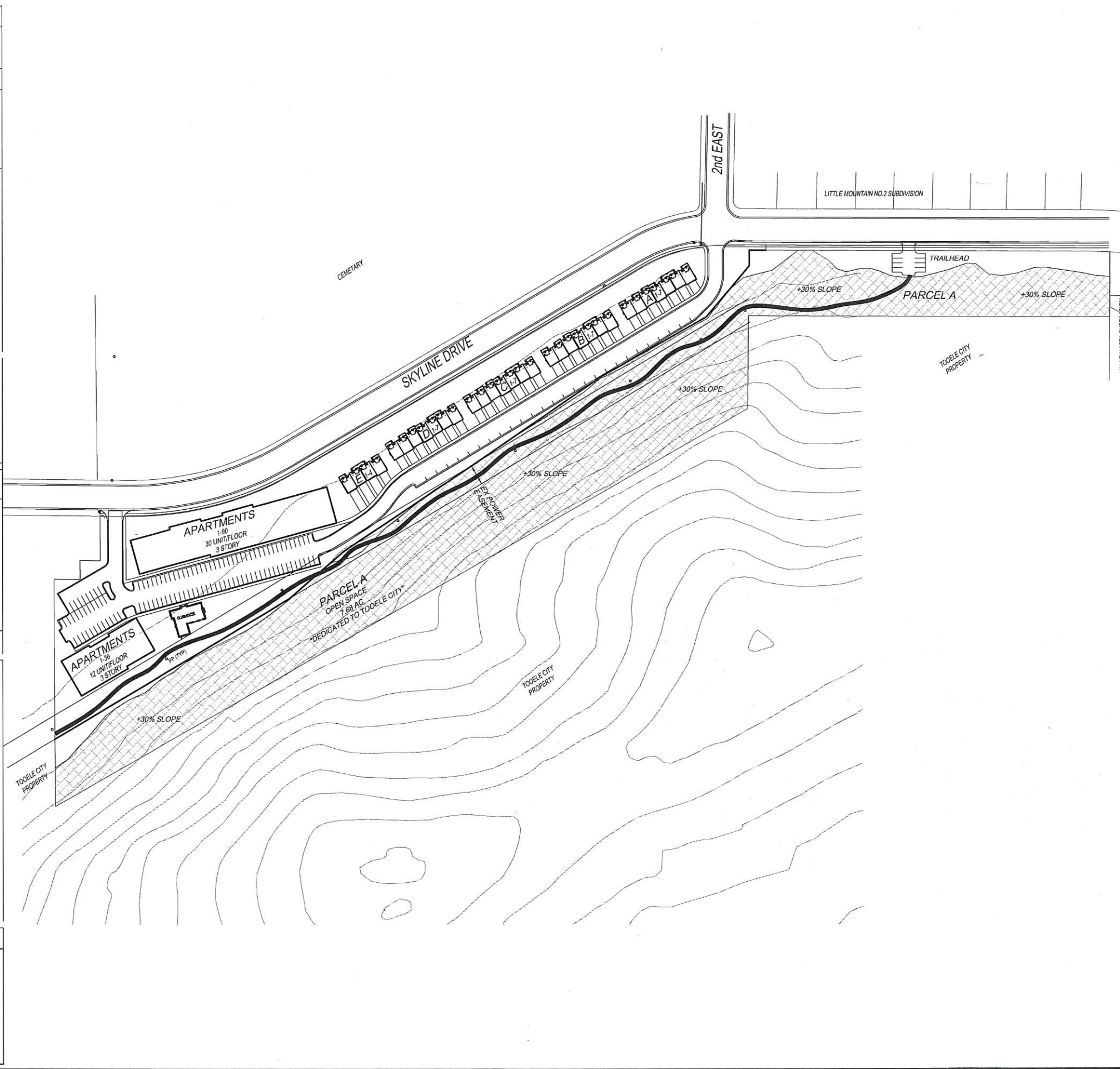
SLOPE ANALYSIS

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



LEGEND

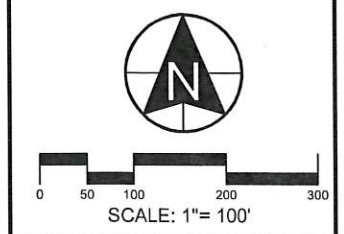
	PROPERTY LINE
	LOT LINE
	EASEMENT LINE
	EXISTING CURB
	PROPOSED CURB



DEVELOPER

DEVELOPMENT

Skyline Vista



BERG

CIVIL ENGINEERING

11038 N Highland Blvd Suite 400
Highland UT, 84003
office (801) 492-1277
cell (801) 616-1677

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

ACTION	DATE
CONCEPT	3/27/19

PROJECT

Skyline Vista

DESCRIPTION

CONCEPT PLAN
PRELIMINARY - NOT FOR CONSTRUCTION

SHEET NAME	SHEET NUMBER
COVER	C0

Berg Civil Engineering 2019/03/27/19 Skyline Vista

June 5, 20019

Andrew Aagard: Tooele City Planner / Zoning Administrator

Community Development Department of Tooele City

90 North Main Street

Tooele, Utah 84074

RE: Public Hearing on Zoning Change by Skyline Properties

Dear Andrew Aagard and Planning Commission Members:

We appreciate the notice of request for change in zoning by Skyline Properties LLC. As property owners affected by the proposed zoning changes, we respectfully submit this letter expressing some of our concerns.

First, why are we re-addressing this request for a zoning change? The decision has been made by the Planning and Zoning Commission that the land is not appropriate for multi-family residential development. Requests in the past and not allowed because of the impact the changes can and will make on the community infrastructure including water, sewer, storm drains, transportation, environmental issues, residential life, wild life and public safety.

We are concerned that multi-family residents will have a difficult time fitting the new buildings between the road, sidewalks and Tooele City Property without disturbing Little Mountain and causing erosion that could damage the new and existing residents. If there is excavation into Little Mountain, retaining walls would be necessitated if the residence are to have any play area for children and areas for backyards. Retaining walls will require "Dead Men" to be buried deep into Little Mountain to help the retaining walls from being broken down by gravity and other forces of nature. And because of the slope of Little Mountain, will the city allow excavation into Little Mountain for resident structures and parking? Little Mountain remains City Property?

We are concerned about traffic flow, control, and the Safety of residents and pedestrians and vehicles. Every day we have more and more people driving their vehicle up and down Skyline Drive. Few conform to the speed limit. There already exists a major bottle neck at the lower end of Skyline Drive where it narrows and meets 200 East Street. Multi-family residents will only add to these problem. Safety of children and even people pulling out of driveways would be compromised even more than it has been to date. Parking is an on-going concern. Where would residents park their vehicles? How many vehicles per unit would be allowed? Would resident parking conflict with snow removal? Second and third level multi-family units only add to the problem.

We are concerned about the environment and wild life. Has an environmental impact study been done? Does this request conform to **Approval process for minor subdivision created under Subsection 13-3-1(2) or Utah Code 17-27a-605**. (v) Title 6, Public Safety, Chapter 20, Wildfire Protection Standards (TCC)

Infrastructure including water, sewer, storm drains, transportation are ongoing concerns. As I quote for the Transcript Bulletin Vol. 125 No. 104 Are you going to "allow development that is outrunning services the city can provide?"

Sincerely the Undersigned Residents names, phone numbers, and addresses:

<u>Steve Lawrence</u> 231 Skyline 435-882-6045	<u>Kevin J. Ellis</u> 259 Skyline Drive 801-330-3862	<u>Subhagand</u> 249 SKYLINE DR 435-882-4503
--	--	--

<u>Norathy Halling</u> 241 E. Skyline Drive 435-335-9174	<u>Colleen R. Bennison</u> 211 Skyline Dr. 801 435-843-5188	<u>Sherrill Lawrence</u> 185 Skyline Drive 435-849-7356
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435-882-3066

<u>Winona Day McConical</u> 195 Skyline DR	<u>Maria Denny</u> 271 Skyline 801-1777
---	--

<u>Alan Yerke</u> 205 Skyline Dr 435-830-3590	<u>Cheryl Lawrence</u> 185 Skyline DR Tooele UT 84074	<u>Kevin J CARNEY</u> 175 Skyline Dr. Tooele, UT 84074
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Kelly Quisenberry
295 Skyline Drive
801-834-2280

TOOELE CITY CORPORATION

ORDINANCE 2019-18

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY ZONING MAP FOR PROPERTY LOCATED NEAR 600 WEST 1200 NORTH.

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

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

WHEREAS, the Land Use Element (hereinafter the “Land Use Plan”) of the General Plan establishes Tooele City’s general land use policies, which have been adopted by Ordinance 1998-39 as a Tooele City ordinance, and which set forth appropriate Use Designations for land in Tooele City (e.g., residential, commercial, industrial, open space); and,

WHEREAS, the Land Use Plan reflects the findings of Tooele City’s elected officials regarding the appropriate range, placement, and configuration of land uses within the City, which findings are based in part upon the recommendations of land use and planning professionals, Planning Commission recommendations, public comment, and other relevant considerations; and,

WHEREAS, Utah Code §10-9a-501, *et seq.*, provides for the enactment of “land use [i.e., zoning] ordinances and a zoning map” that constitute a portion of the City’s regulations (hereinafter “Zoning”) for land use and development, establishing order and standards under which land may be developed in Tooele City; and,

WHEREAS, a fundamental purpose of the Land Use Plan is to guide and inform the recommendations of the Planning Commission and the decisions of the City Council about the Zoning designations assigned to land within the City (e.g., R1-10 residential, neighborhood commercial (NC), light industrial (LI)); and,

WHEREAS, the City has received an application for Zoning amendments for properties located near 600 West 1200 North, as shown in the attached **Exhibit A**; and,

WHEREAS, on June 12, 2019, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as **Exhibit B**); and,

WHEREAS, on _____, the City Council convened a duly-advertised public hearing:

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

1. this Ordinance and the zoning amendments proposed therein are in the best interest of the City in that it will bring an increased variety of housing types and styles for those in various stages of life and is consistent with the desires of the affected property owners], and are consistent with the General Plan and Land Use Plan; and,
2. the Zoning Map is hereby amended for the property located near 600 West 1200 North as illustrated in **Exhibit A**, attached.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 20__.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Sharon Dawson, City Recorder

S E A L

Approved as to Form:

Roger Baker, Tooele City Attorney

Exhibit A

Application for Zoning Amendment

Zoning, General Plan, & Master Plan Map Amendment Application

Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2132 Fax (435) 843-2139
www.tooelecity.org



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: 5/22/19	Current Map Designation: ?	Proposed Map Designation: ?	Parcel #(s): P19-379
Project Name: Lexington Greens			Acres: 32.26
Project Address: 600 W 1200 N, Tooele City, Utah.			
Proposed for Amendment: <input type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input checked="" type="checkbox"/> Master Plan: 7 Retone			
Brief Project Summary: Change zone from R1-7 to HR MF-16			
Property Owner(s): Zenith Tooele LLC		Applicant(s): Zenith Tooele LLC	
Address: 2040 Murray-Holladay Rd		Address: 2040 Murray-Holladay Rd	
City: Salt Lake City	State: UT	City: Salt Lake City	State: UT
Zip: 84117		Zip: 84117	
Phone: 801-913-5959		Phone: 801-913-5959	
Contact Person: Chuck Akerlow		Address: 2040 Murray-Holladay Rd	
Phone: 801-913-5959		City: Salt Lake City	State: UT
Cellular: Same		Fax:	Zip: 84117
		Email: charles@zenithpartners.org	

*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.

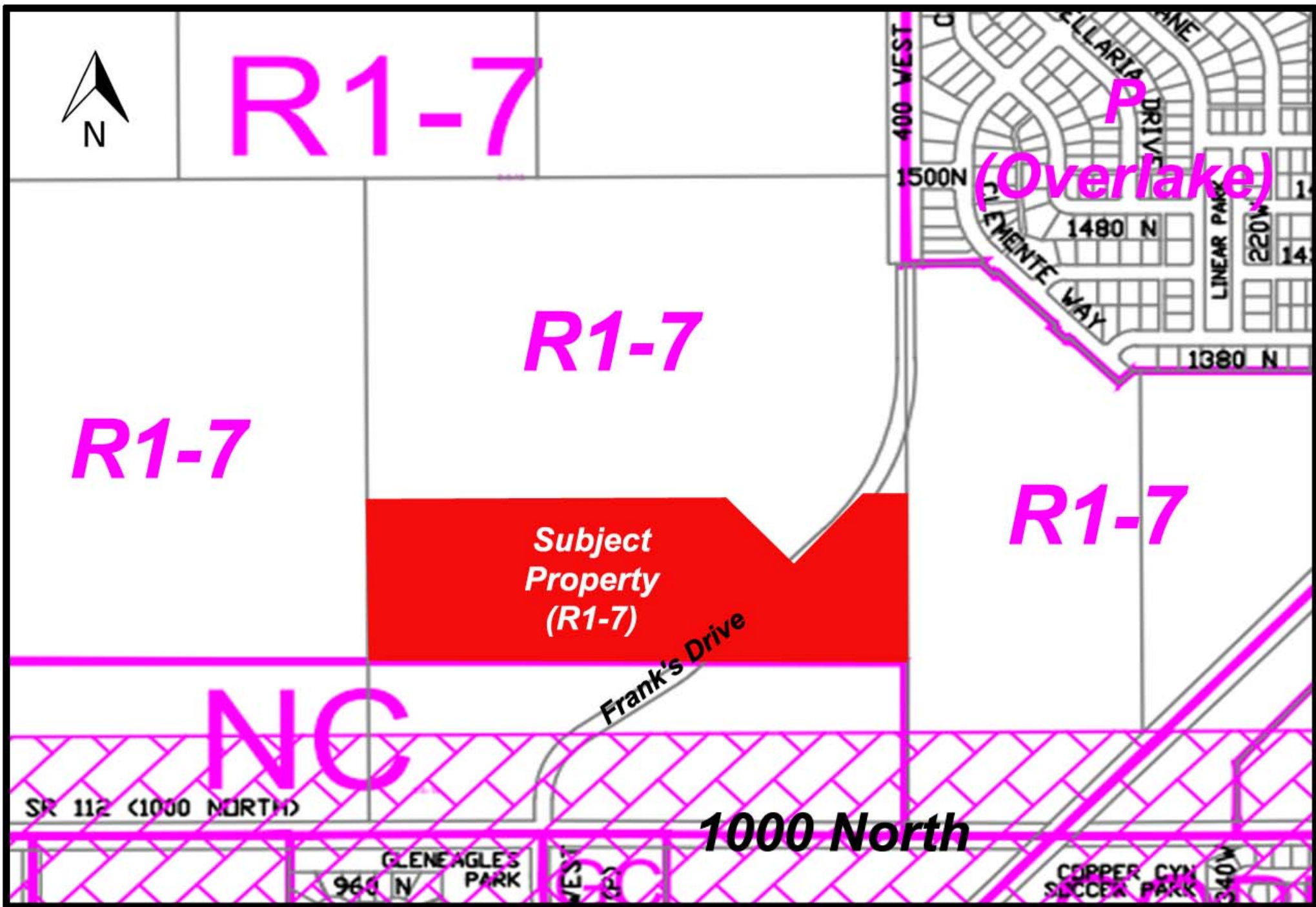
Note to Applicant:

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: CA	Date Received: 5/22/19	Fees: 4,226	App. #: 00348504

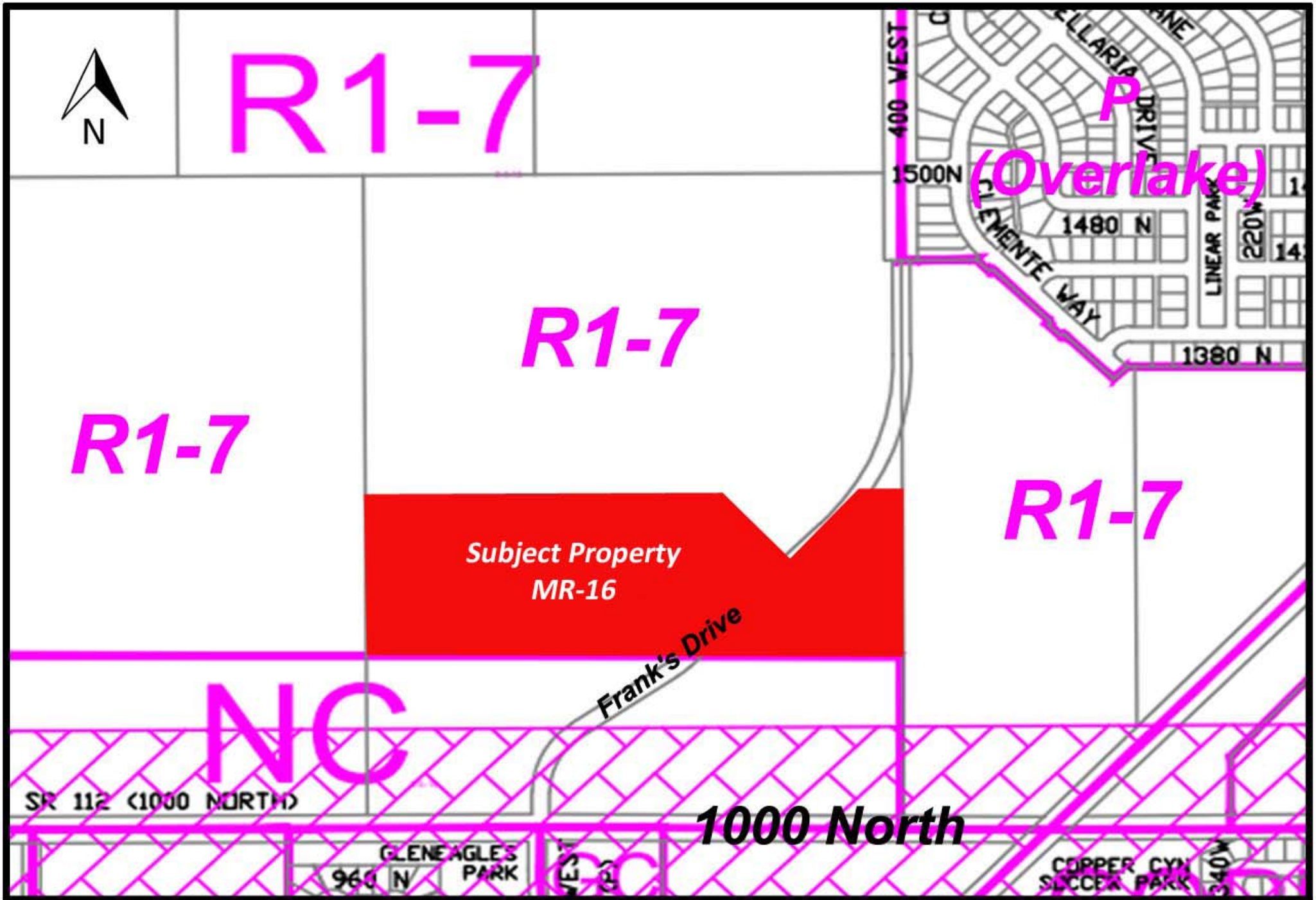
Ad

Lexington Greens Zoning Map Amendment



Current Zoning

Lexington Greens Zoning Map Amendment



Proposed Zoning

Exhibit B

Planning Commission Minutes

STAFF REPORT

June 3, 2019

To: Tooele City Planning Commission
Business Date: June 12, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Lexington Greens – Zoning Map Amendment Request

Application No.: P19-379
Applicant: Charles Akerlow, representing Zenith Tooele, LLC
Project Location: Approximately 600 West 1200 North
Zoning: R1-7 Residential Zone
Acreage: 32.26 Acres (Approximately 1,405,245 ft²)
Request: Request for approval of a Zoning Map Amendment in the R1-7 Residential zone regarding reassignment of the subject properties to the MR-16 Multi-Family Residential zoning district.

BACKGROUND

This application is a request for approval of a Zoning Map Amendment for approximately 32.26 acres located, at approximately 600 West 1200 North. The property is currently zoned R1-7 Residential. The applicant is requesting that a Zoning Map Amendment to the MR-16 Multi-Family Residential zone be approved to allow development of the currently vacant site as townhouses, cottage homes, senior living homes and apartment units.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately one dwelling unit units per acre. The purpose of the MR-16 (**HDR**) zone is to “provide an environment and opportunities for high density residential uses, including single family detached and attached residential units, apartments, condominiums and townhouses.” Typical uses include multi-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.” The R1-7 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation. Properties to the north, east and west of the subject property are zoned R1-7 Residential. Property to the south of the subject property has a zoning classification of NC Neighborhood Commercial. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

The R1-7 Residential zone that permits single-family and two-family dwellings. It limits density to approximately 5 units per acre and is Tooele City’s most dense single-family zone. The R1-7 zone does not permit multi-family dwellings such as three and four family dwellings, apartments, townhomes, etc. As the property is currently zoned and considering 20% of the property for public infrastructure, the property could yield approximately 130 residential dwelling units.

The MR-16 Multi-Family Residential zone is almost the exact opposite of the R1-7 Residential zone. Permitted within this zone are three family dwellings and greater. Townhouses, condominiums, apartments and other multi-family dwellings are permitted up to a maximum density of 16 dwelling units per acre. The MR-16 zone prohibits single-family dwellings. If the property is rezoned to MR-16 and considering 20% of the property for public infrastructure, the property could yield approximately 400 residential dwelling units.

Site Plan Layout. The applicant has provided a concept plan that demonstrates how they would like to divide the property into various housing developments and the number of units and acres associated with that housing type. This map is included for reference purposes only and does not guarantee that the developer will yield the number of units indicated as road dedication, storm water management basins, open space requirements, parking requirements and other issues may cause some variations in unit numbers.

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

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

REVIEWS

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

1. Development of the property in the R1-7 Residential zone could yield approximately 130 new residential dwelling units after accounting for 20% of the property for public infrastructure.
2. Development of the property in the MR-16 Multi-Family Residential zone could yield approximately 400 new residential dwelling units after accounting for 20% of the property for public infrastructure.
3. There are significant differences between the R1-7 and MR-16 zoning districts pertaining to uses and density.
4. The Planning Commission should consider maximum density that the proposed zone could yield when making their recommendation. Although the attached plans

demonstrate this applicant’s proposals for the property, the property could be sold, plans abandoned and future development plans could increase density beyond what the current applicant is proposing.

Noticing. The applicant has expressed their desire to rezone the subject property and do so in a manner which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Staff recommends the Planning Commission carefully weigh this request for a Zoning Map Amendment according to the appropriate tenets of the Utah State Code and the Tooele City Code, particularly Section 7-1A-7(1) and render a decision in the best interest of the community with any conditions deemed appropriate and based on specific findings to address the necessary criteria for making such decisions.

Potential topics for findings that the Commission should consider in rendering a decision:

1. The effect of the proposed application on the character of the surrounding area.
2. The degree to which the proposed application is consistent with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed application is consistent with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed application is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the properties for the uses proposed.
6. The degree to which the proposed application will or will not be deleterious to the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed application conforms to the general aesthetic and physical development of the area.
8. Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Whether or not public services in the area are adequate to support the subject development.
11. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Lexington Greens Zoning Map Amendment Request by Zenith Tooele, LLC to reassign the subject property to the MR-16 Multi-Family Residential zoning district, application number P19-379, based on the findings listed in the Staff Report dated June 3, 2019:”

1. List any additional findings and conditions...

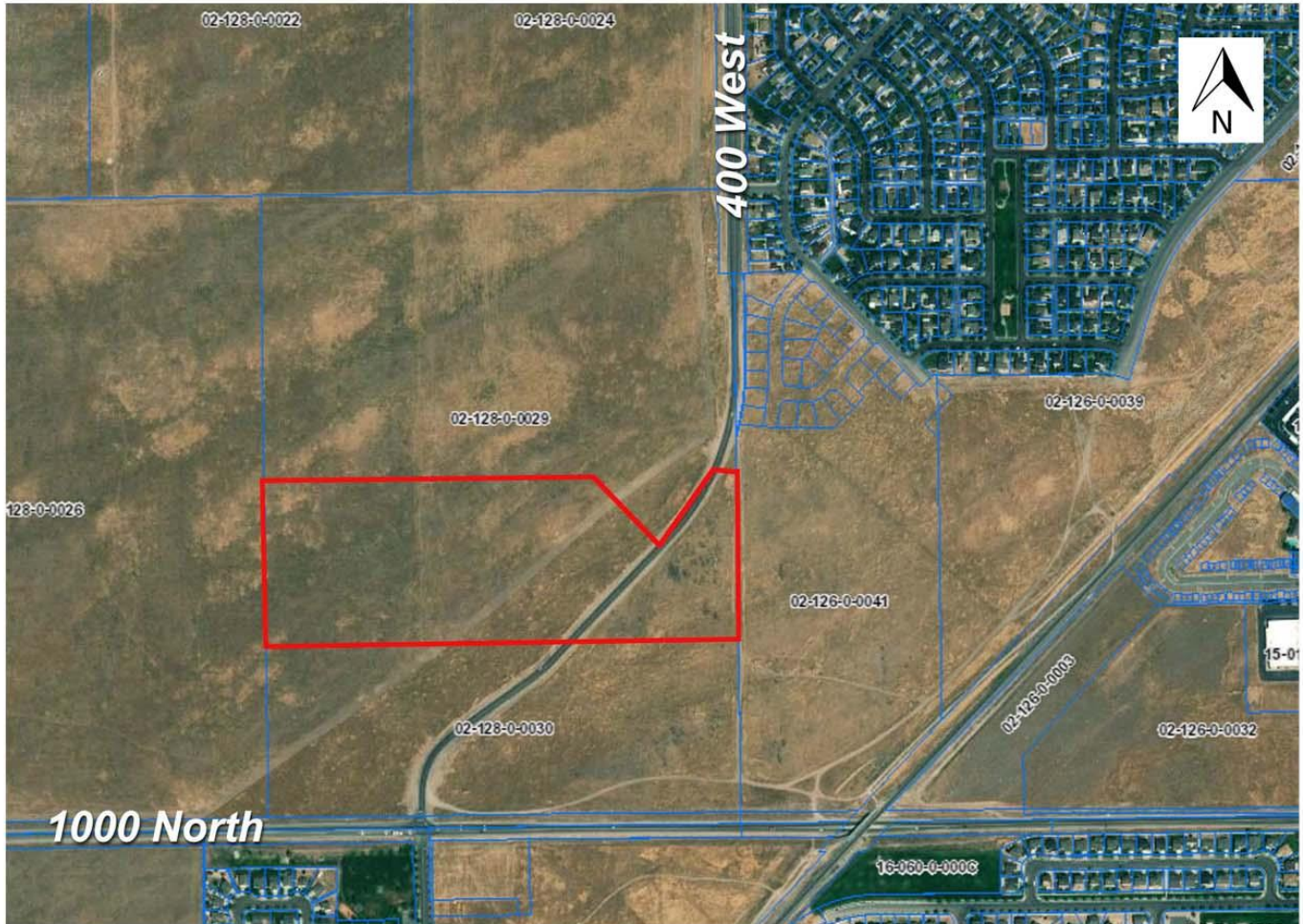
Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Lexington Greens Zoning Map Amendment Request by Zenith Tooele, LLC to reassign the subject property to the MR-16 Multi-Family Residential zoning district, application number P19-379, based on the following findings:”

1. List any findings...

EXHIBIT A

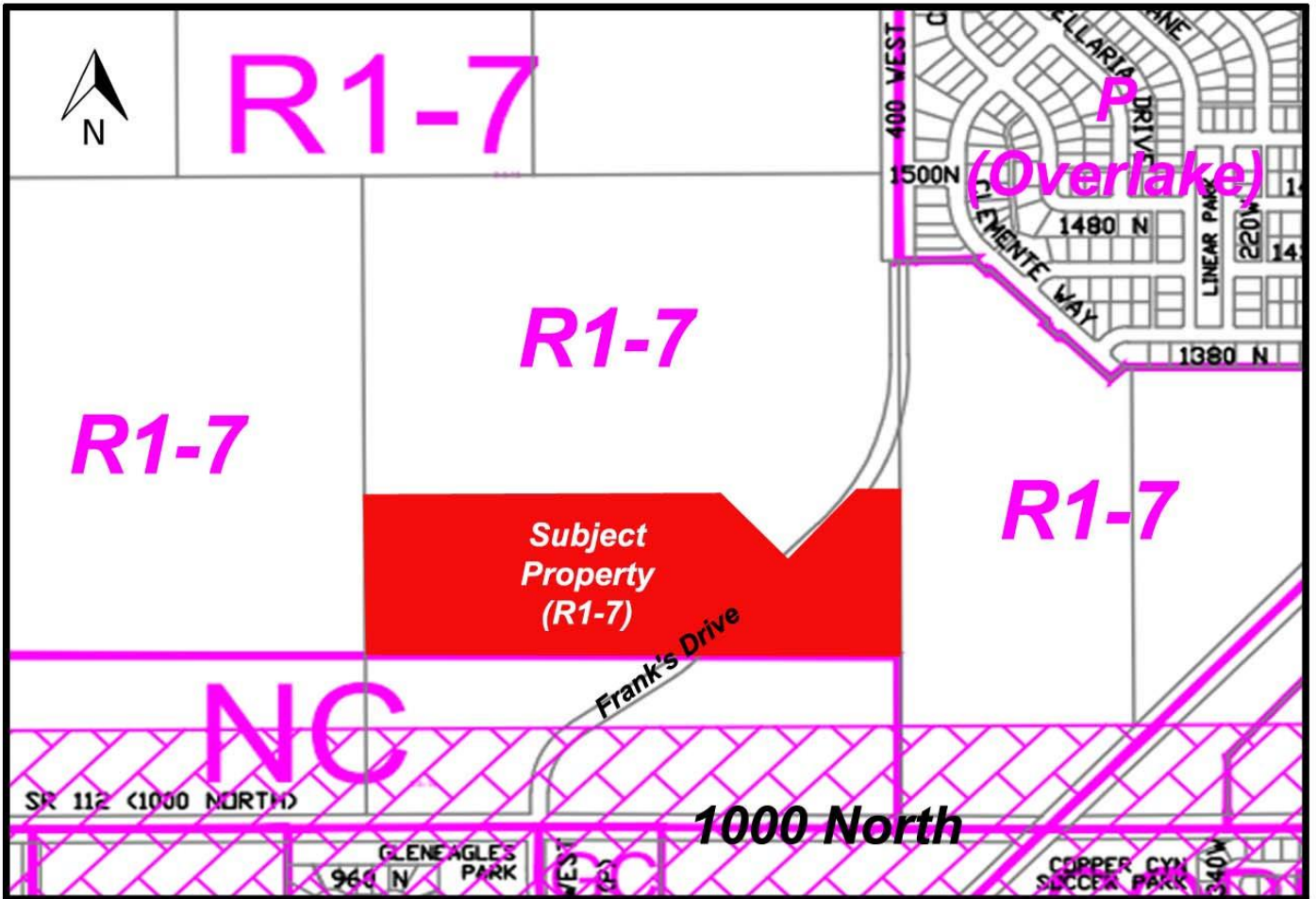
MAPPING PERTINENT TO THE LEXINGTON GREENS ZONING MAP AMENDMENT

Lexington Greens Zoning Map Amendment



Aerial View

Lexington Greens Zoning Map Amendment



Current Zoning

EXHIBIT B

APPLICANT SUBMITTED INFORMATION

Zoning, General Plan, & Master Plan Map Amendment Application

Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2132 Fax (435) 843-2139
www.tooelecity.org



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: 5/22/19	Current Map Designation: ?	Proposed Map Designation: ?	Parcel #(s): P19-379
Project Name: Lexington Greens			Acres: 32.26
Project Address: 600 W 1200 N, Tooele City, Utah.			
Proposed for Amendment: <input type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input checked="" type="checkbox"/> Master Plan: 7 Retone			
Brief Project Summary: Change zone from R1-7 to HR MF-16			
Property Owner(s): Zenith Tooele LLC		Applicant(s): Zenith Tooele LLC	
Address: 2040 Murray-Holladay Rd		Address: 2040 Murray-Holladay Rd	
City: Salt Lake City	State: UT	City: Salt Lake City	State: UT
Zip: 84117		Zip: 84117	
Phone: 801-913-5959		Phone: 801-913-5959	
Contact Person: Chuck Akerlow		Address: 2040 Murray-Holladay Rd	
Phone: 801-913-5959		City: Salt Lake City	State: UT
Cellular: Same		Fax:	Zip: 84117
		Email: charles@zenithpartners.org	

*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: CA	Date Received: 5/22/19	Fees: 4,226	App. #: 00348504

Ad

ZONING, GENERAL PLAN, & MASTER PLAN MAP
AMENDMENT APPLICATION

LEXINGTON GREENS RE-ZONE APPLICATION

1. Currently the present zoning of the subject property is R1-7. **It is requested that the Subject Property be re-zoned HDR—High Density Residential.**
2. The proposed zoning is consistent with the current land use designation because of the following:

This Subject Property is part of the Overlake properties which are governed by a Settlement Agreement dated August 14, 2014 by and between the City of Tooele and the Overlake Developers. That Agreement provided that the “City agrees and acknowledges that this Agreement shall vest in the Developer Parties, as owners of the Overlake Properties, and their permitted assigns, the right to construct a maximum of 4800 residential units (the actual number to be determined by the Developer Parties) on the Overlake Properties in varying densities including single-family, multi-family, apartments and mixed uses in appropriate areas as determined in the General Plan amendment to be adopted” by the City Council. On February 4, 2015, the Tooele City Council adopted Ordinance 2015-04 named An Ordinance of the Tooele City Council, Amending the Tooele City General Plan Land Use Element and Land Use Map, and Assigning Base Zoning, for the Overlake Properties. Attached to the Ordinance was an Exhibit called “Overlake Draft Land Use Designations.” Among the many provisions of the Ordinance, it provided that changes to the zoning could be made in Area “A” which is where the Subject Property is located. The Ordinance stated that “the official Tooele City Zoning Map hereby assigns Area “A” to the R1-7 zone to permit development thereon or to act as a holding zone until such time as specific development plans are submitted to the City that vary from the R1-7 zone. . .” One of the zones permitted in this area was HDR.

We believe that now is the time to review an alteration to this plan and provide for some density housing to serve Tooele City’s workforce housing needs while providing a “transition zone” between single family and general commercial.

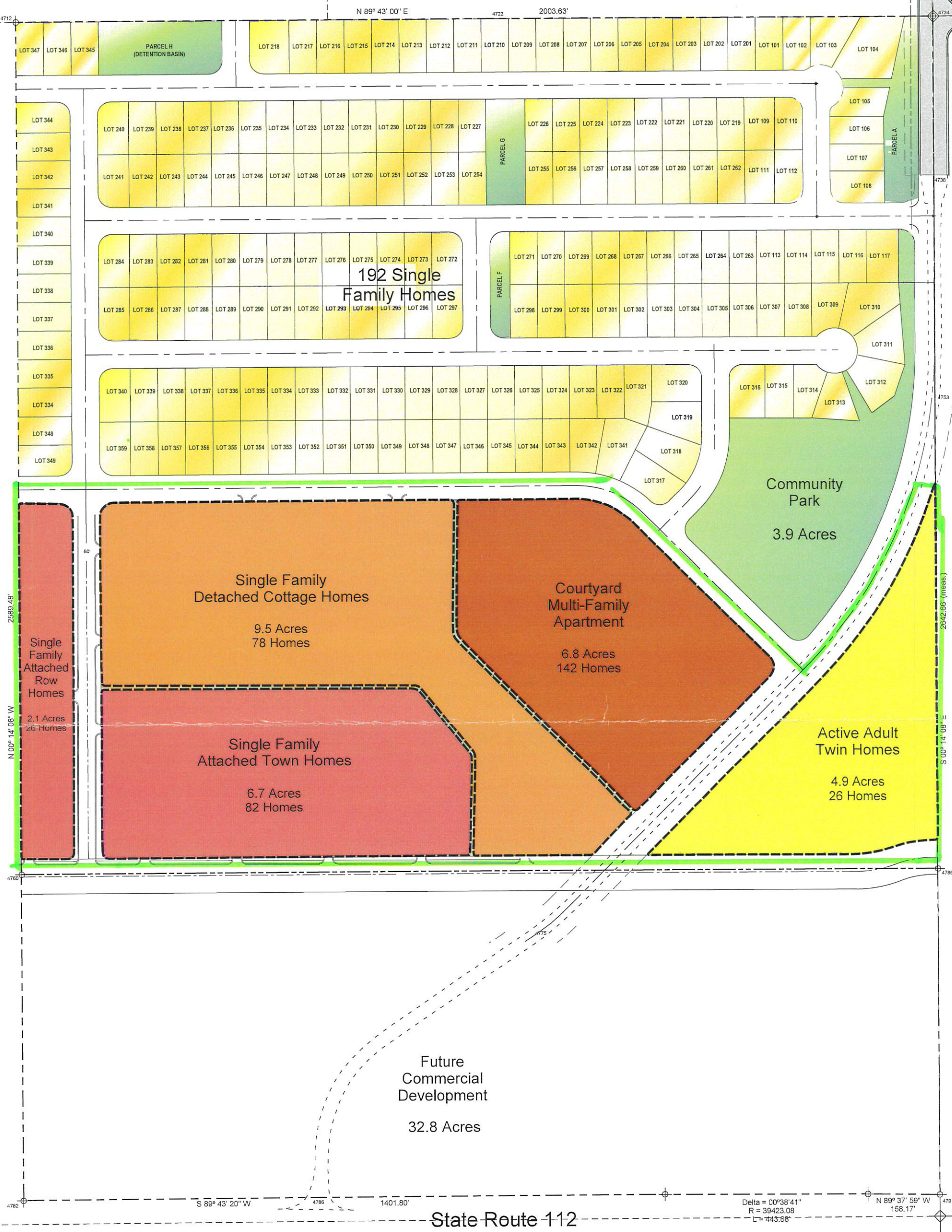
3. The proposed zoning is similar or compatible to the current zoning in the surrounding area because the surrounding area is also governed by the same Ordinance 2015-04 as is the Applicant's property. Owners and developers of the surrounding properties have elected to deliver single-family lots only and have not proposed alternative housing for those who desire a difference living design.

4. The proposed zoning is suitable for the existing uses of the subject property(s). The Subject Property abuts a General Commercial zone. Good sensible planning would suggest that a developer not back up a single-family subdivision to a General Commercial zone. Instead a transition through alternative housing is a better way to plan and layout a master planned community such as Lexington Greens. The requested zoning change will permit the following types of uses:
 - a) Townhouse at 12 units to the acre
 - b) Cottage Homes at 8 units to the acre
 - c) Senior Living Homes at 5 to the acre
 - d) Apartments at 20 units to the acre

The enclosed plan contemplates 78 SFR Cottage Homes, 108 Town Homes, 26 Senior Living Homes and 142 Apartment Units plus walking trails and small parks. The overall density is 11.8 units per acre which is much lower than that allowed in the HDR zone. In addition, this zoning and subsequent master plan will provide at least three different housing types. This plan will also provide more residents in the area to provide a reason for the development of the General Commercial zone.

5. The proposed zoning promotes the goals and objectives of Tooele City. As recorded in the Moderate-Income Housing Plan Tooele City—2018 Tooele City demonstrates its openness to a variety of housing types. The document summarizes the Community Sentiment as follows: "The consensus of the hearings was for a balanced mix of housing styles which would permit residents to select from single family homes, condominiums, townhomes, apartments, mobile homes and senior housing." The Plan goes on to say that "Tooele City does not regularly change zoning on its own, however, the Land Use Element requires a balance and diverse mix of residential housing units and lot sizes and each rezone request should comply with the requirements of the City's Land Use Element."



This proposed zoning request at Lexington Greens is in conformity with City goals and objectives as reflected in the Moderate-Income Housing Plan and in the Settlement Agreement and Ordinance 2015-04. It meets the sentiments of the residents of the City of Tooele as expressed in the Moderate-Income Housing Plan and reflects the best of land use planning principles by providing an orderly transition from single family to commercial land uses.


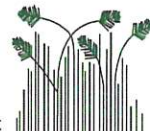


Concept 6.1 Lexington Greens at Overlake

Tooele, Utah

546 Total Dwelling Units
192 SFR Lots @ 7K
78 SFR Cottage Lots
26 Active Adult Twin Homes
108 Town / Row Homes
142 Courtyard Units
4.3 Acre Community Use
86.4 Gross Acres
6.3 Units/ Acre



 April 25, 2019 ©



Tully Design
 Landscape Architecture
 Community Design
 Land Planning
Salt Lake City, Utah
(801) 550-8991

STAFF REPORT

June 4, 2019

To: Tooele City Planning Commission
Business Date: June 12, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: **Overlake Estates 1L Phase 2 – Final Plat Subdivision Request**

Application No.: P19-97
Applicant: Perry Development LLC
Project Location: Approximately 620 West 2000 North
Zoning: R1-7 Residential Zone
Acreage: 8.22 Acres (Approximately 358,063 ft²)
Request: Request for approval of a Final Plat Subdivision in the R1-7 Residential zone regarding the creation of 31 single-family residential lots.

BACKGROUND

This application is a request for approval of a Final Plat Subdivision for approximately 8.22 acres located, at approximately 620 West 2000 North. The property is currently zoned R1-7 Residential. The applicant is requesting that a Final Plat Subdivision be approved to allow for the subdivision of 8.22 acres into 31 single-family residential lots.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R1-7 zone is 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. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single family dwellings, two-family dwellings and multi-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.” The R1-7 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Residential land use designation. All surrounding properties are zoned R1-7 Residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Subdivision Layout. Phase 2 of the Overlakes Estates 1L subdivision will consist of 31 single-family residential lots ranging in size from 7100 square feet up to 7900 square feet. Each lot within the subdivision phase meets or exceeds all requirements for lot size, lot width and lot frontages as required by the R1-7 Residential zoning ordinance.

The subdivision will connect to the existing Phase 1 subdivision to the east and provide stubs for future connections as those phases develop. 2000 North will be constructed and extended to the west. Double

fronting lots will receive the required park strip landscaping, trees and fencing as required by ordinance.

Fencing. The only fencing required by ordinance is where there are double fronting lots adjacent to 2000 North. The applicant will be installing 6 foot pre-cast concrete fencing.

Criteria For Approval. The procedure for approval or denial of a Subdivision Preliminary Plat request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-10 and 11 of the Tooele City Code.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Final Plat Subdivision submission and has issued a recommendation for approval for the request with the following proposed comments:

1. The subdivision as proposed does meet or exceed all development standards for a residential subdivision as required by the R1-7 Residential zoning code, the Subdivision Ordinance and other ordinances pertaining to development in Tooele City.

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

STAFF RECOMMENDATION

Staff recommends approval of the request for a Final Plat Subdivision by Dan Reeve, representing Perry Development LLC, application number P19-97, subject to the following conditions:

1. That all requirements of the Tooele City Engineering and Public Works Divisions shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report shall be satisfied throughout the development of the site and the construction of all buildings on the site.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Overlake Estates 1L Phase 2 Final Plat Subdivision Request by Dan Reeve, representing Perry Development LLC for the purpose of creating 31 new single-family residential lots, application number P19-97, based on the findings and subject to the conditions listed in the Staff Report dated May 14, 2019:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Overlake Estates 1L Phase 2 Final Plat Subdivision Request by Dan Reeve, representing Perry Development LLC for the purpose of creating 31 new single-family residential lots, application number P19-97, based on the following findings:”

1. List any findings...

EXHIBIT A

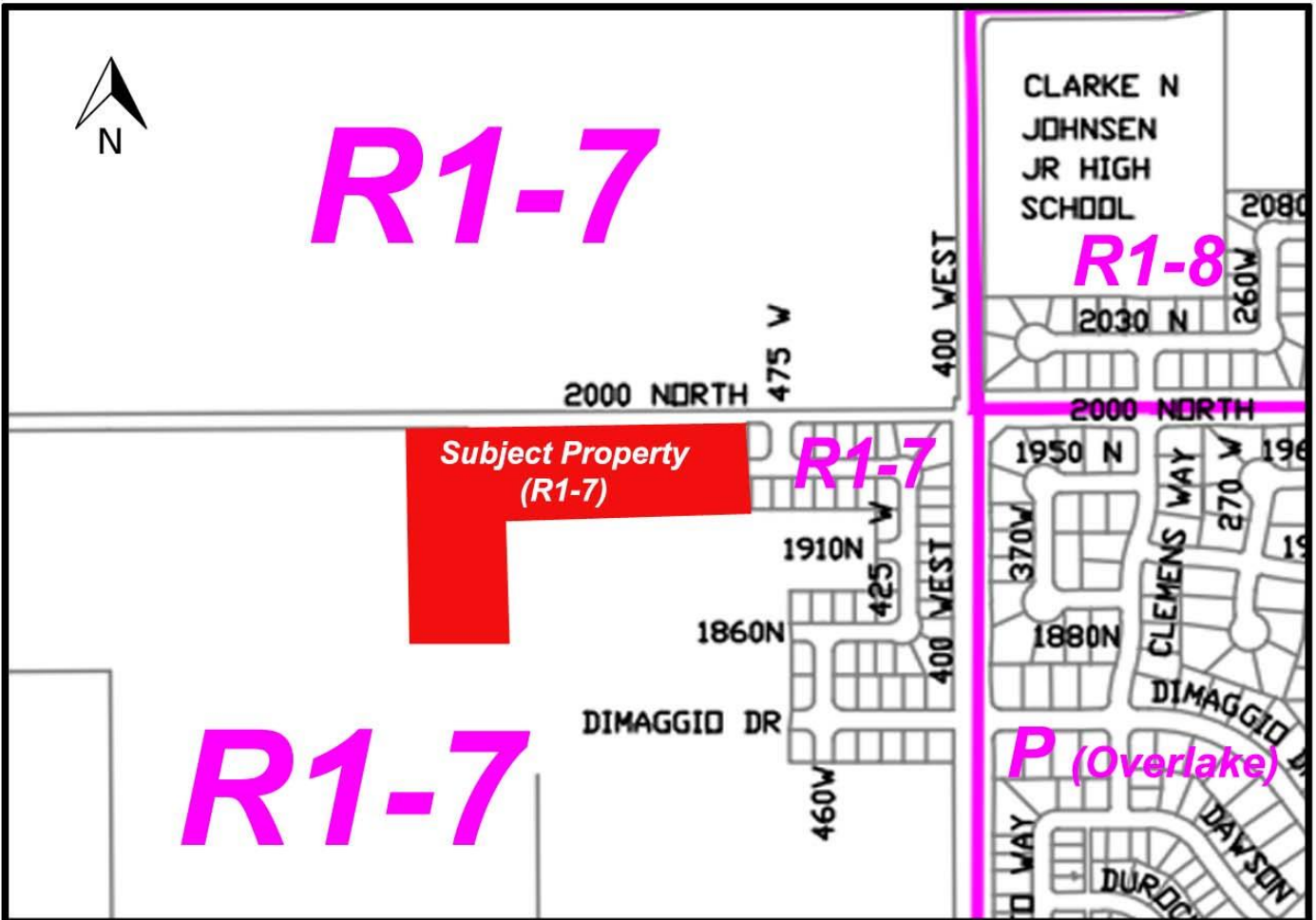
**MAPPING PERTINENT TO THE OVERLAKE ESTATES 1L PHASE 2 FINAL PLAT
SUBDIVISION**

Overlake Estates 1L Phase 2 Final Plat Subdivision



Aerial View

Overlake Estates 1L Phase 2 Final Plat Subdivision



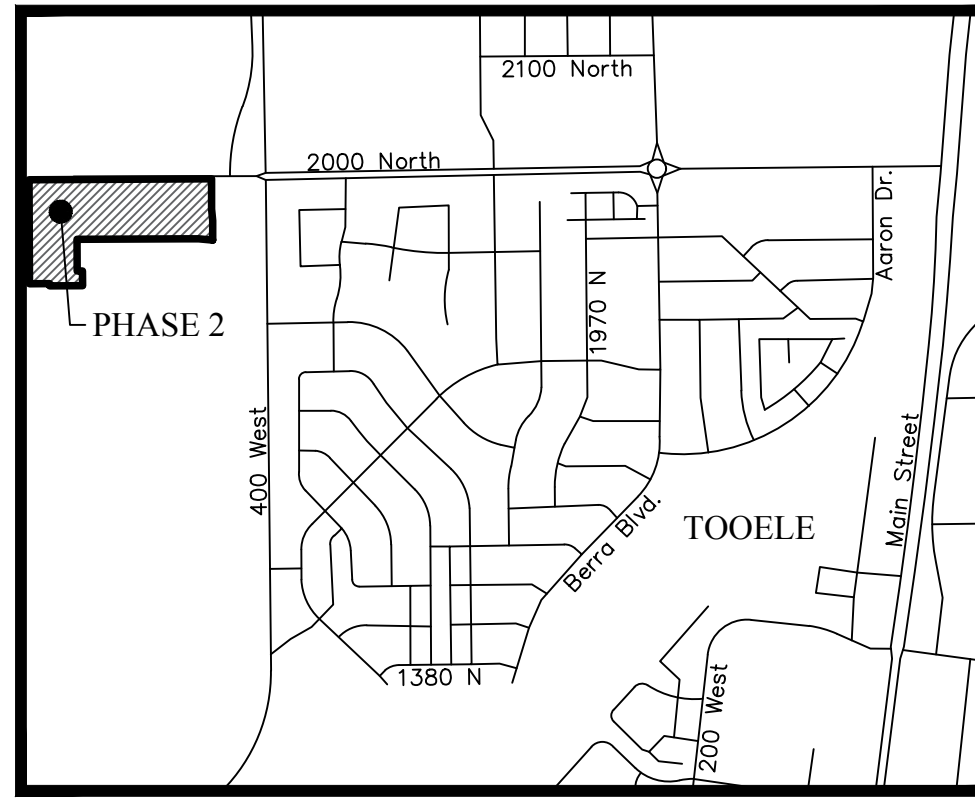
Current Zoning

EXHIBIT B

PROPOSED DEVELOPMENT PLANS

OVERLAKE ESTATES 1L SUBDIVISION PHASE 2

PREPARED FOR:
PERRY DEVELOPMENT, LLC
 LOCATED IN:
TOOELE CITY, UTAH



VICINITY MAP
 N.T.S.

GENERAL NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION SHALL ADHERE TO TOOELE CITY STANDARD PLANS AND SPECIFICATIONS.
- ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
- THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

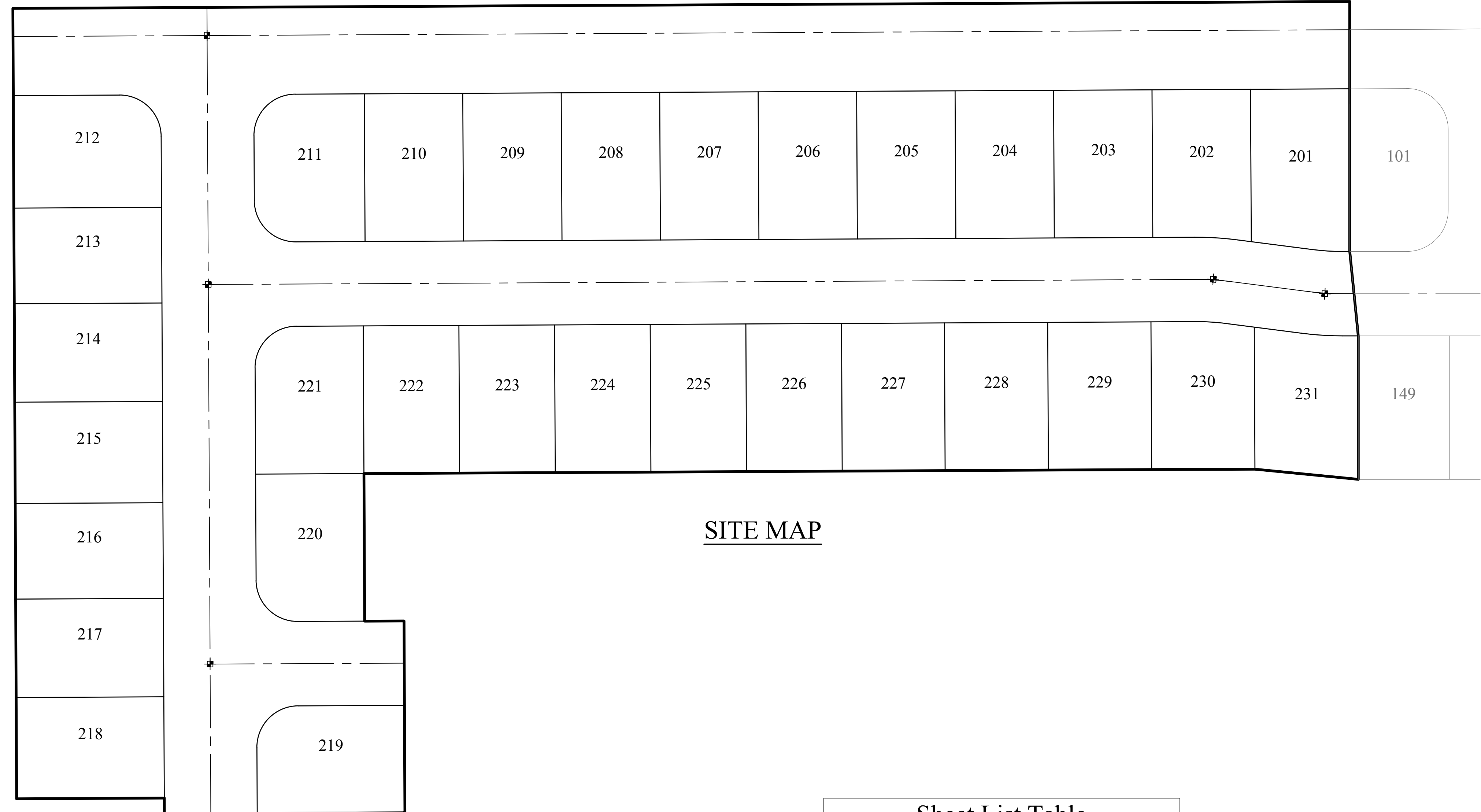
ENGINEER'S NOTES TO CONTRACTOR

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANTY THE ACCURACY OF SUCH LINEWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING, LLC
 32 WEST CENTER STREET
 MIDVALE, UTAH 84047
 (801) 352-0075
 PROJECT MANAGER: BRANDON PARR
 SURVEY MANAGER: SPENCER LLEWELYN

OWNER/DEVELOPER
 DAN REEVE
 PERRY DEVELOPMENT, LLC
 (801) 608-8040
 DREEVE@PERRYHOMESUTAH.COM



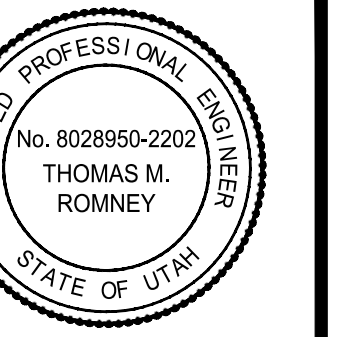
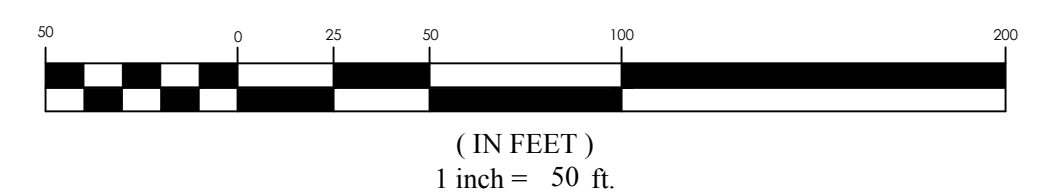
SITE MAP

Sheet List Table

Sheet Number	Sheet Title
C1	COVER SHEET
C2	FINAL PLAT PHASE 2
C3	SITE PLAN
C4	GRADING PLAN
C5	DRAINAGE PLAN
C5.1	MASTER DRAINAGE PLAN
C6	SEWER PLAN
C7	WATER PLAN
C8	EROSION CONTROL PLAN
C9	PHASING PLAN
L1	LANDSCAPE PLAN
L2	IRRIGATION DETAILS
PP01	2000 NORTH
PP02	2000 NORTH
PP03	MANTLE WAY
PP04	MANTLE WAY
PP05	1975 NORTH
PP06	1975 NORTH
PP07	1950 NORTH



GRAPHIC SCALE



Overlake Estates 1L Subdivision Phase 2
 Tooele City, Utah
COVER SHEET

REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

COVER SHEET

Scale: 1"=50'
 Date: 4/30/2019
 Sheet: C1

Drawn: EL
 Job #: 18-319

OVERLAKE ESTATES 1L

SUBDIVISION PHASE 2

FINAL PLAT

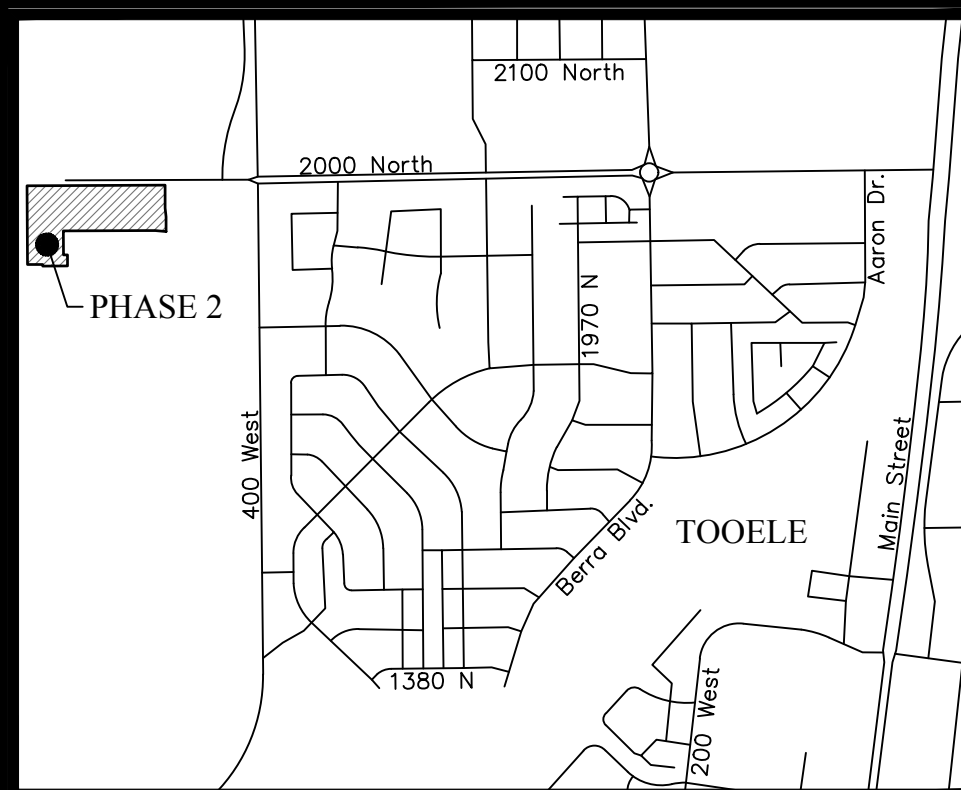
TOOELE CITY

LOCATED IN THE NE¹/₄ OF SECTION 17,
T3S, R4W, S.L.B.&M.



GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.



VICINITY MAP
N.T.S.

SURVEYOR'S CERTIFICATE

I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have also subdivided said tract of land into lots, streets, and easements, hereafter to be known as:

OVERLAKE ESTATES 1L SUBDIVISION Phase 2

and that the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

Date _____

BOUNDARY DESCRIPTION

A portion of the NE¹/₄ of Section 17, Township 3 South, Range 4 West, Salt Lake Base & Meridian, located in Tooele, Utah, more particularly described as follows:

Beginning at the northwest corner of Phase 1L, OVERLAKE ESTATES Subdivision, according to the Official Plat thereof on file in the Office of the Tooele County Recorder, said corner being located S89°42'26"W along the Section line 690.02 feet from the Northeast Corner of Section 17, T3S, R4W, S.L.B.&M.; thence along said plat the following 3 (three) courses and distances: (1) South 157.69 feet; thence (2) S05°46'05"E 60.31 feet; thence (3) South 102.00 feet; thence N84°22'34"W 73.81 feet; thence S89°42'26"W 72.55 feet; thence S89°42'27"W 560.88 feet; thence S00°16'25"E 164.93 feet; thence N89°43'35"E 28.00 feet; thence S00°16'25"E 76.40 feet; thence S89°43'35"W 171.00 feet; thence N00°16'25"W 11.28 feet; thence S89°42'26"W 105.00 feet; thence S89°42'26"W 562.00 feet; thence N89°42'26"E 950.41 feet; thence South 20.00 feet to the point of beginning.

Contains: 8.70 acres +/-
31 LOTS

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOWN AS

OVERLAKE ESTATES 1L SUBDIVISION PHASE 2

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL STREETS AND OTHER PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO TOOELE CITY AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____ A.D. 20__

Printed Name: William O. Perry Printed Name: _____

Printed Name: _____ Printed Name: _____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE _____ DAY OF _____ A.D. 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, WHO IN SAID STATE OF UTAH, _____ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF PERRY DEVELOPMENT L.L.C. A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY _____

OVERLAKE ESTATES 1L SUBDIVISION PHASE 2 - FINAL PLAT

LOCATED IN THE NE¹/₄ OF SECTION 17,
T3S, R4W, S.L.B.&M.

TOOELE CITY, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER

RECORDED NO. _____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED & FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____

FEES \$ _____ TOOELE COUNTY RECORDER

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	170.00	7°19'11"	21.72	S86°20'24"E	21.70
C2	200.00	7°19'11"	25.55	S86°20'24"E	25.53
C3	230.00	7°19'11"	29.38	N86°20'24"W	29.36
C4	230.00	7°36'46"	30.56	S86°29'11"E	30.54
C5	200.00	7°36'46"	26.57	N86°29'11"W	26.55
C6	170.00	7°36'46"	22.59	N86°29'11"W	22.57
C7	29.50	90°01'10"	46.35	S45°17'00"E	41.73
C8	29.50	89°58'50"	46.33	S44°43'00"W	41.71
C9	29.50	90°01'10"	46.35	N45°17'00"W	41.73
C10	29.50	89°58'50"	46.33	S44°43'00"W	41.71
C11	29.50	90°00'00"	46.34	S45°16'25"E	41.72
C12	29.50	90°00'00"	46.34	S44°43'35"W	41.72

LINE	DIRECTION	LENGTH
L1	N90°00'00"E	4.92
L2	N90°00'00"W	7.95
L3	N90°00'00"W	10.98
L4	S90°00'00"W	20.74
L5	S82°40'49"E	53.86
L6	S82°40'49"E	79.96
L7	S82°40'49"E	53.86
L8	S82°40'49"E	10.08
L9	N00°16'25"W	46.90
L10	S89°43'35"W	75.50
L11	S89°43'35"W	47.50

- NOTES:
- #5 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS, NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
 - ALL LOTS SUBJECT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR OVERLAKE 1L SUBDIVISION.
 - P.U. & D.E.=PUBLIC UTILITY AND DRAINAGE EASEMENT

LEGEND

- BOUNDARY LINE
- P.U.&D.E. (SEE DETAIL)
- CENTERLINE
- LOT LINE
- EASEMENT LINE
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
12 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 552-0975
www.focusutah.com

PREPARED FOR
PERRY HOMES
17 EAST WINCHESTER ST., SUITE 200
MURRAY, UT 84107
PH: 801-264-8800

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE TOOELE CITY PLANNING COMMISSION.

CHAIRMAN, TOOELE CITY PLANNING COMMISSION _____

COUNTY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE TOOELE COUNTY HEALTH DEPARTMENT.

TOOELE COUNTY HEALTH DEPARTMENT _____

CITY ENGINEER

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20__

CITY ENGINEER _____

COMMUNITY DEVELOPMENT

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20__

TOOELE CITY COMMUNITY DEVELOPMENT _____

COUNTY SURVEY DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE TOOELE COUNTY SURVEY DEPARTMENT.

TOOELE COUNTY SURVEY DIRECTOR _____

CITY ATTORNEY

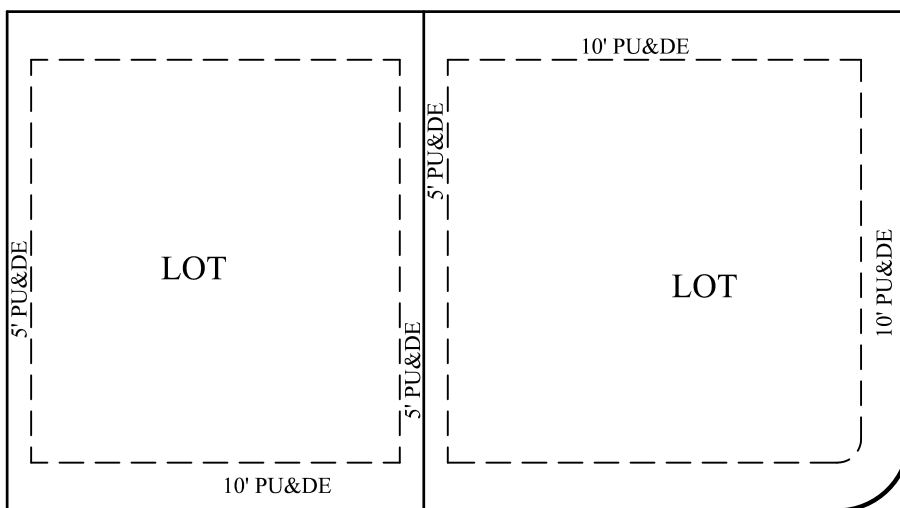
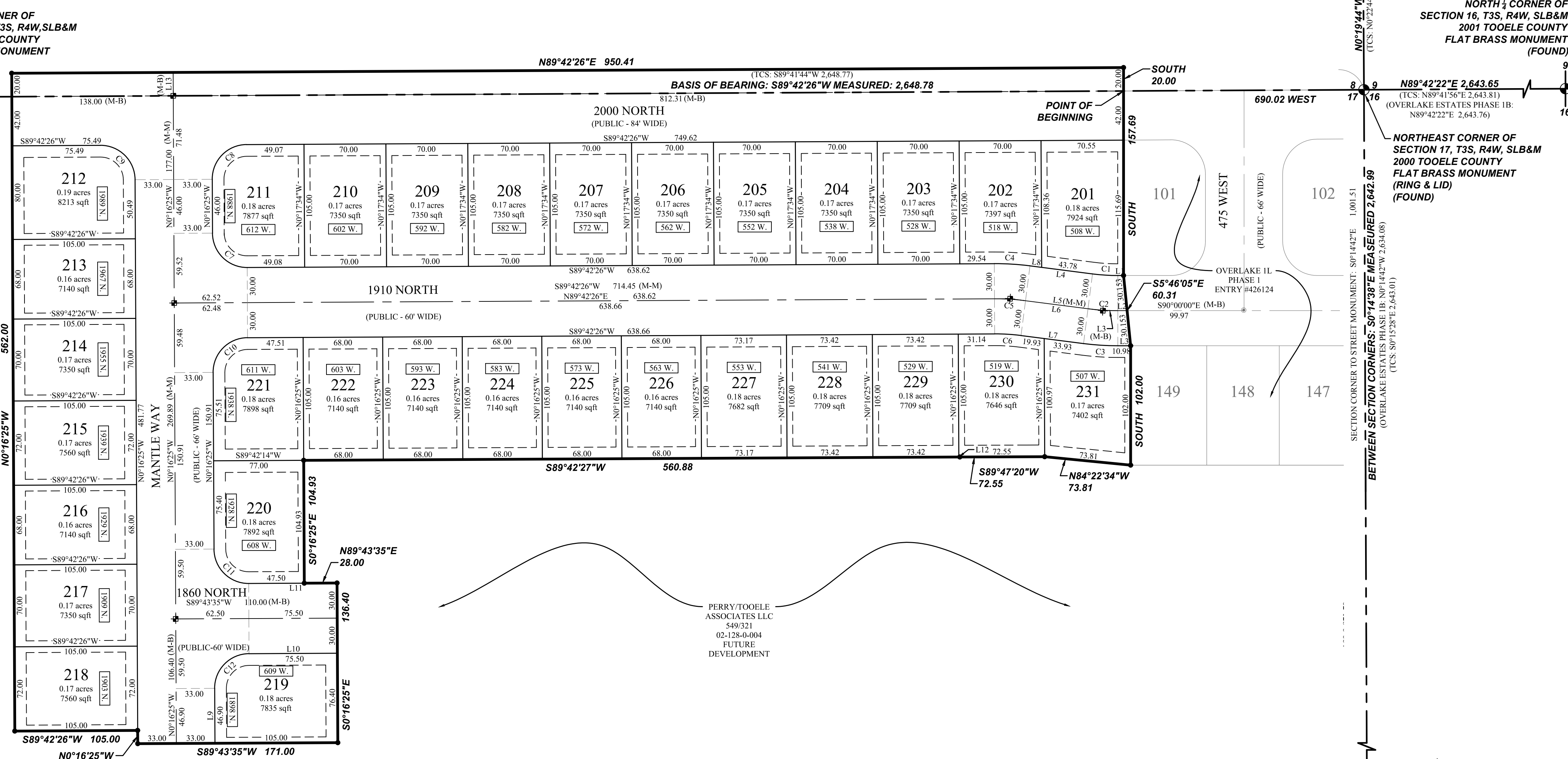
APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20__

TOOELE CITY ATTORNEY _____

CITY COUNCIL

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE TOOELE CITY COUNCIL.

ATTEST: CITY RECORDER _____



TYPICAL PUBLIC UTILITY & DRAINAGE EASEMENTS
N.T.S.

QUESTAR GAS

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS _____ DAY OF _____ A.D. 20__

QUESTAR GAS COMPANY
BY - _____
TITLE - _____

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER, A DIVISION OF PACIFICORP APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRICAL UTILITIES SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ROCKY MOUNTAIN POWER AT 1-800-469-3981.

APPROVED THIS _____ DAY OF _____ A.D. 20__

ROCKY MOUNTAIN POWER
BY - _____
TITLE - _____

STAFF REPORT

June 4, 2019

To: Tooele City Planning Commission
Business Date: June 12, 2019

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Utah Industrial Depot Minor Subdivision No. 37, Amended – Minor Subdivision Request

Application No.: P19-129
Applicant: Brock Peterson, representing Peterson Industrial Property
Project Location: Approximately Feldspar Street and K Avenue
Zoning: I Industrial Zone
Acreage: 14.8 Acres (Approximately 644,688 ft²)
Request: Request for approval of a Minor Subdivision in the I Industrial zone regarding the creation of three industrial lots.

BACKGROUND

This application is a request for approval of a Minor Subdivision for approximately 14.8 acres located at approximately Feldspar Street and Ka Avenue. The property is currently zoned I Industrial. The applicant is requesting that a Minor Subdivision be approved to allow the existing 14.8 acre lot to be split into three lots to facilitate development of one of the lots for an industrial use.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Industrial land use designation for the subject property. The property has been assigned the I Industrial zoning classification. The purpose of the I Industrial zone is to recognize existing industrial sites and uses within the city and to allow for the establishment of additional industrial uses which add to employment opportunities and economic diversity within the city. The I Industrial zoning designation is identified by the General Plan as a preferred zoning classification for the Industrial land use designation. All surrounding properties are zoned I Industrial and utilized with industrial uses. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Subdivision Layout. The property proposed for subdivision is a long, oddly shaped parcel located east of Feldspar Street (private road) and south of K Avenue (private road). The property currently is 14.8 acres and is vacant land. The subdivision proposes to split the 14.8 acre parcel into three lots. The northern most lot, lot #3707 will be 5.1 acres. Lot #3706 will be 4 acres. Lot # 3705, the southern most lot will be 1.9 acres.

Lots in the Industrial zone do not have a minimum lot size but do have a minimum lot width of 80 feet. All three lots within the subdivision greatly exceed the lot width requirement.

Feldspar Street, K Avenue and Atlas Way are and will remain as privately owned and maintained roads.

Criteria For Approval. The procedure for approval or denial of a Minor Subdivision request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-10 and 11 of the Tooele City Code.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Minor Subdivision submission and has issued a recommendation for approval for the request with the comments:

1. All proposed lots within the subdivision meet or exceed minimum width and development standards as required by the I Industrial zoning district.

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

STAFF RECOMMENDATION

Staff recommends approval of the request for a Minor Subdivision by Brock Peterson, representing Peterson Industrial Property, application number P19-129, subject to the following conditions:

1. That all requirements of the Tooele City Engineering and Public Works Divisions shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
4. That all requirements of the geotechnical report shall be satisfied throughout the development of the site and the construction of all buildings on the site.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Utah Industrial Depot Minor Subdivision No. 37, Amended, Minor Subdivision Request by Brock Peterson, representing Peterson Industrial Property, application number P19-129, based on the findings and subject to the conditions listed in the Staff Report dated June 4, 2019:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Utah Industrial Depot Minor Subdivision No. 37, Amended, Minor Subdivision Request by Brock Peterson, representing Peterson Industrial Property, application number P19-129, based on the following findings:”

1. List any findings...

EXHIBIT A

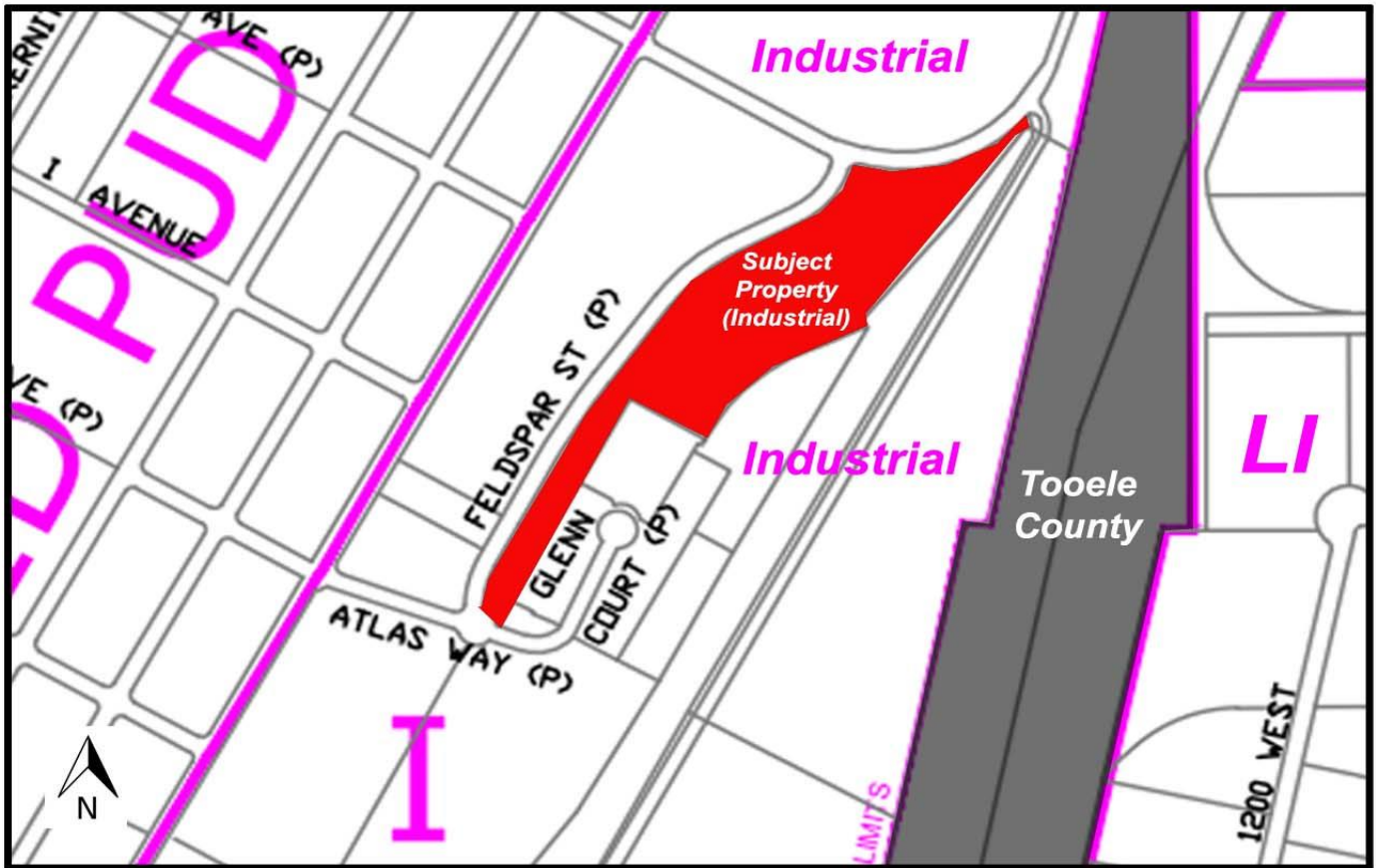
**MAPPING PERTINENT TO THE UTAH INDUSTRIAL DEPOT MINOR SUBDIVISION
NO. 37, AMENDED MINOR SUBDIVISION**

Utah Industrial Depot #37 Amended Minor Subdivision



Aerial View

Utah Industrial Depot #37 Amended Minor Subdivision



Current Zoning

EXHIBIT B

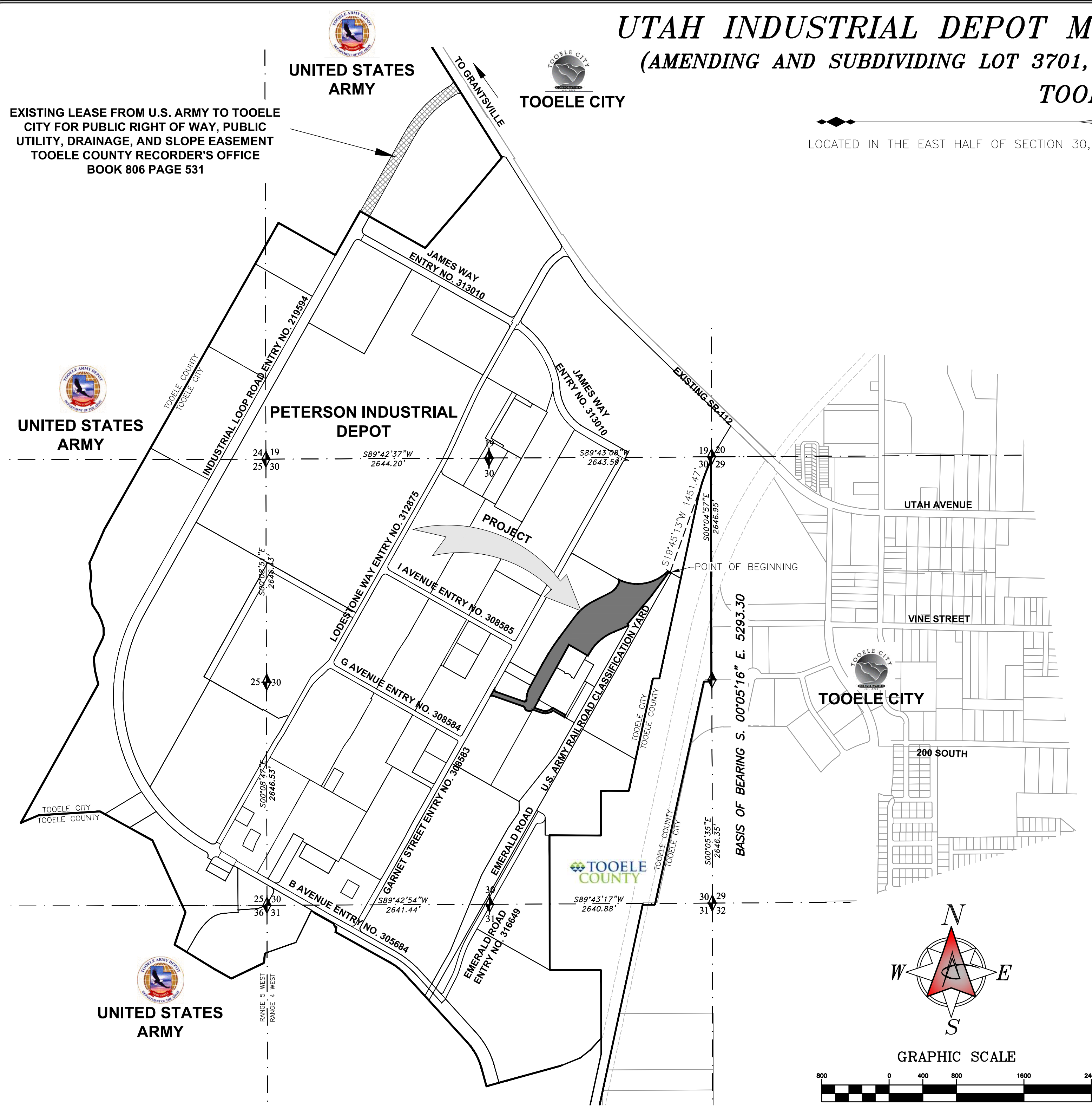
PROPOSED DEVELOPMENT PLANS

UTAH INDUSTRIAL DEPOT MINOR SUBDIVISION NO. 37, AMENDED

(AMENDING AND SUBDIVIDING LOT 3701, UTAH INDUSTRIAL DEPOT MINOR SUBDIVISION NO. 37)

TOOELE CITY, UTAH

LOCATED IN THE EAST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, UTAH



GENERAL NOTES:

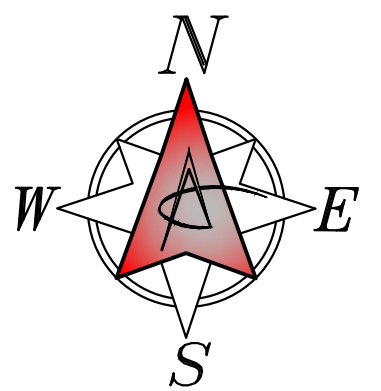
1. THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 00°05'16" EAST 5293.30' (RECORD & MEASURED) ALONG THE EAST LINE OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN BETWEEN THE FOUND NORTHEAST CORNER AND THE FOUND SOUTHEAST CORNER OF SAID SECTION 30, OBTAINED FROM THAT CERTAIN "BRAC MAINTENANCE AREA-NORTH AREA TOOELE ARMY DEPOT" SURVEY, PREPARED BY SCHUCHERT & ASSOCIATES ON 10/14/98.
2. THE UTAH INDUSTRIAL DEPOT WAS ANNEXED IN TO TOOELE CITY CORPORATE BOUNDARY PER ENTRY NO. 68236 DATED SEPTEMBER 15TH 1994 ON FILE IN THE OFFICE OF THE TOOELE COUNTY RECORDER .
3. ALL BEARINGS AND DISTANCES ALONG SECTION LINES ARE MEASURED UNLESS OTHERWISE NOTED.

MONUMENT DETAILS:

SURVEY CONTROL	
MONUMENT	LOCAL COORDINATES
	N 3350686.316 E 1404136.522 ELEV. 4811.690
	N 3355979.250 E 1404122.940 ELEV. 4761.070
	N 3350699.450 E 1406777.930 ELEV. 4868.080
	N 3355991.174 E 1406770.338 ELEV. 4793.857
	N 3356005.587 E 1409410.673 ELEV. 4849.610
	N 3350712.295 E 1409418.777 ELEV. 5015.05
	N 3353358.640 E 1409414.484 ELEV. 4888.67
FOUND BRASS PLUG W 1/4 SEC. 30	N 3353332.833 E 1404129.757 ELEV. 4779.38

LEGEND:

- NOT FOUND SECTION CORNER MONUMENT
- FOUND SECTION CORNER MONUMENT
- TOOELE CITY LIMITS
- SECTION LINE
- RADIAL TIE LINE
- PUBLIC RIGHT OF WAY
- SUBJECT TRACT OF LAND



SURVEYOR'S CERTIFICATE

I, SATTAR N. TABRIZ, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 155100, PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND HEREFTER TO BE KNOWN AS **UTAH INDUSTRIAL DEPOT MINOR SUBDIVISION NO. 37, AMENDED**, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

SATTAR N. TABRIZ PLS, UTAH LICENSE NO. 155100 DATE: _____

OWNERS DEDICATION

THIS SUBDIVISION PLAT IS AN AMENDMENT AND RE-SUBDIVISION OF THE EXISTING UTAH INDUSTRIAL DEPOT MINOR SUBDIVISION NO 37 PLAT, RECORDED AND ON FILE IN THE OFFICE OF THE TOOELE COUNTY RECORDER.

1. ALL EASEMENTS AND DEDICATIONS SHOWN ON THE UTAH INDUSTRIAL DEPOT MINOR SUBDIVISION NO. 37 PLAT REMAIN IN FULL FORCE AND EFFECT AND ARE NOT MODIFIED BY THIS AMENDED SUBDIVISION PLAT.
2. EACH OF THE NEW PARCELS AND/OR LOTS CREATED BY THIS AMENDED SUBDIVISION PLAT ARE BURDENED AND/OR BENEFITTED BY THE EASEMENTS SHOWN ON THE UTAH INDUSTRIAL DEPOT MINOR SUBDIVISION NO. 37 PLAT.
3. THE EASEMENTS SHOWN ON THE UTAH INDUSTRIAL DEPOT MINOR SUBDIVISION NO. 37 PLAT ARE APPURTENANT TO EACH OF THE NEW LOTS, AND WILL RUN WITH THE LAND.

OWNER'S RESERVATION AND GRANT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS THAT **PETERSON INDUSTRIAL PROPERTIES, LLC**, A UTAH LIMITED LIABILITY COMPANY, CHARLES AND MIRIAM CHADWICK, INDIVIDUALS AND JADE STREET ENTERPRISES, LLC, A UTAH LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNERS DO HEREBY RESERVE UNTO THEMSELVES, AND ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT AND RIGHT-OF-WAY ON, OVER, UNDER, THROUGH, AND ACROSS ALL OF THE EASEMENTS (INCLUDING, PUBLIC UTILITY EASEMENTS, RAILROAD EASEMENTS, AND ANY OTHER EASEMENTS) SHOWN AND DESCRIBED ON THIS PLAT, **UTAH INDUSTRIAL DEPOT MINOR SUBDIVISION NO. 37, AMENDED**, AND DOES HEREBY GRANT TO THE OWNERS OF THE LOTS DEPICTED ON THE PLAT, A PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON, OVER, THROUGH, AND ACROSS THE INGRESS AND EGRESS EASEMENTS AS SHOWN AND DENOTED HEREON AS PRIVATE ROADS, AS INTENDED FOR USE BY SAID OWNER(S).

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS _____ A.D., 20____

CHARLES CHADWICK, AN INDIVIDUAL AND MIRIAM CHADWICK, AN INDIVIDUAL, AS TO LOT 3706 ONLY

ROGER PETERSON, AS AUTHORIZED MEMBER FOR PETERSON INDUSTRIAL PROPERTIES, LLC, AN UTAH LIMITED LIABILITY COMPANY, AS TO LOTS 3705 AND 3707, PARCELS B, C, AND D. ONLY

ROGER PETERSON, AS AUTHORIZED MEMBER FOR JADE STREET ENTERPRISES, LLC, AN UTAH LIMITED LIABILITY COMPANY, AS TO PARCEL A ONLY

ACKNOWLEDGMENT

ON THE _____ DAY OF _____ A.D., 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF _____, THE SIGNER() OF THE ABOVE OWNER'S DEDICATION, _____ IN NUMBER, ACKNOWLEDGED TO ME THAT _____ AND _____ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC RESIDING IN _____

ACKNOWLEDGMENT

ON THE _____ DAY OF _____ A.D., 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF _____, THE SIGNER() OF THE ABOVE OWNER'S DEDICATION, _____ IN NUMBER, ACKNOWLEDGED TO ME THAT _____ AND _____ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC RESIDING IN _____

ACKNOWLEDGMENT

ON THE _____ DAY OF _____ A.D., 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF _____, THE SIGNER() OF THE ABOVE OWNER'S DEDICATION, _____ IN NUMBER, ACKNOWLEDGED TO ME THAT _____ AND _____ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC RESIDING IN _____

UTAH INDUSTRIAL DEPOT MINOR SUBDIVISION NO. 37, AMENDED

LOCATED IN THE EAST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN, TOOELE CITY, UTAH

TOOELE CITY, UTAH

ROCKY MOUNTAIN POWER:

ROCKY MOUNTAIN POWER, A DIVISION OF PACIFICORP APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRICAL UTILITIES SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ROCKY MOUNTAIN POWER AT 1-800-469-3981.

APPROVED THIS _____ DAY OF _____, 20____.

ROCKY MOUNTAIN POWER

BY: _____

TITLE: _____

DOMINION ENERGY:

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS _____ DAY OF _____, 20____.

DOMINION ENERGY

BY: _____

TITLE: _____

COUNTY HEALTH DEPT.

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

TOOELE COUNTY HEALTH DEPARTMENT

COUNTY TREASURER

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY TREASURER.

TOOELE COUNTY TREASURER

COUNTY SURVEYOR

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE COUNTY SURVEYOR.
RECORD OF SURVEY REF# 2010-0028

TOOELE COUNTY SURVEYOR

Ward Engineering Group
Planning • Engineering • Surveying

231 West 800 South
Suite A
Salt Lake City, Utah 84101

tel. (801) 487-8040
fax (801) 487-8668

CITY ATTORNEY

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____.

TOOELE CITY ATTORNEY

CITY ENGINEER

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____.

CITY ENGINEER

COMMUNITY DEVELOPMENT

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____.

TOOELE CITY COMMUNITY DEVELOPMENT

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY

CHAIRMAN TOOELE CITY PLANNING COMM.

CITY COUNCIL

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE TOOELE CITY COUNCIL.

ATTEST: CITY RECORDER

TOOELE COUNTY RECORDER

NO. _____ STATE OF UTAH, COUNTY OF TOOELE, RECORDED & FILED AT THE REQUEST OF _____ DATE _____ TIME _____

FEE \$ _____ TOOELE COUNTY RECORDER

SHEET:
1 of 2

H:\DEPOT\2018\Sub 37 Amended\Survey\KCAD\SUB 37 AMD PLAT COVER.dwg, 4/5/2019 3:46 PM, Frank Horney

PETERSON INDUSTRIAL DEPOT, SUBDIVISION NO. 37
ALTA/NSPS LAND TITLE SURVEY
 SITUATE IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN.
 111 S. FELDSPAR STREET, TOOELE, UTAH 84074

Line #	Length	Direction
L1	15.23	N21°07'00"E
L2	31.37	S69°30'30"E
L3	15.23	S21°07'00"W
L4	21.74	S21°07'00"W
L5	22.98	N21°07'00"E
L6	14.00	S21°07'00"W
L7	28.00	N21°07'00"E

Curve #	Length	Radius	Delta	Bearing	Chord
C1	100.64	1000.00	5°45'58"	N64°38'53"E	100.59
C2	105.23	572.00	10°32'27"	N58°10'19"E	105.08
C3	205.36	278.00	42°19'32"	N42°16'46"E	200.73
C4	36.53	25.00	83°42'55"	N62°58'27"E	33.36
C5	590.53	508.00	66°36'13"	N82°49'21"E	557.83
C6	50.38	508.00	5°40'56"	S72°25'12"E	50.36
C7	50.57	508.00	5°42'13"	S66°43'38"E	50.55
C8	48.12	480.00	5°44'39"	S66°44'51"E	48.10
C9	316.34	480.00	37°45'39"	N68°24'05"E	310.65
C10	634.99	480.00	75°47'47"	N78°13'34"E	589.69
C11	184.68	250.00	42°19'32"	N42°16'46"E	180.51
C12	110.38	600.00	10°32'27"	S58°10'19"W	110.23
C13	169.55	600.00	16°11'28"	S44°48'21"W	168.99
C14	279.94	600.00	26°43'55"	S50°04'35"W	277.40
C15	81.51	508.00	9°11'34"	N44°55'28"E	81.42
C16	179.56	278.00	37°00'25"	N44°56'19"E	176.45
C17	25.81	278.00	5°19'07"	N23°46'33"E	25.80
C18	14.32	508.00	1°36'56"	S76°04'08"E	14.32
C19	24.49	10.00	140°19'08"	N6°43'02"W	18.81
C20	140.46	508.00	15°50'30"	S84°47'51"E	140.01
C21	334.80	508.00	37°45'39"	N68°24'04"E	328.77
C22	23.69	378.84	3°34'58"	S62°05'03"E	23.69
C23	47.22	480.00	5°38'13"	S72°26'17"E	47.20
C24	13.58	480.00	1°37'14"	S76°04'00"E	13.58
C25	126.88	480.00	15°08'43"	S84°26'59"E	126.51
C26	5.83	480.00	0°41'46"	N87°37'47"E	5.83

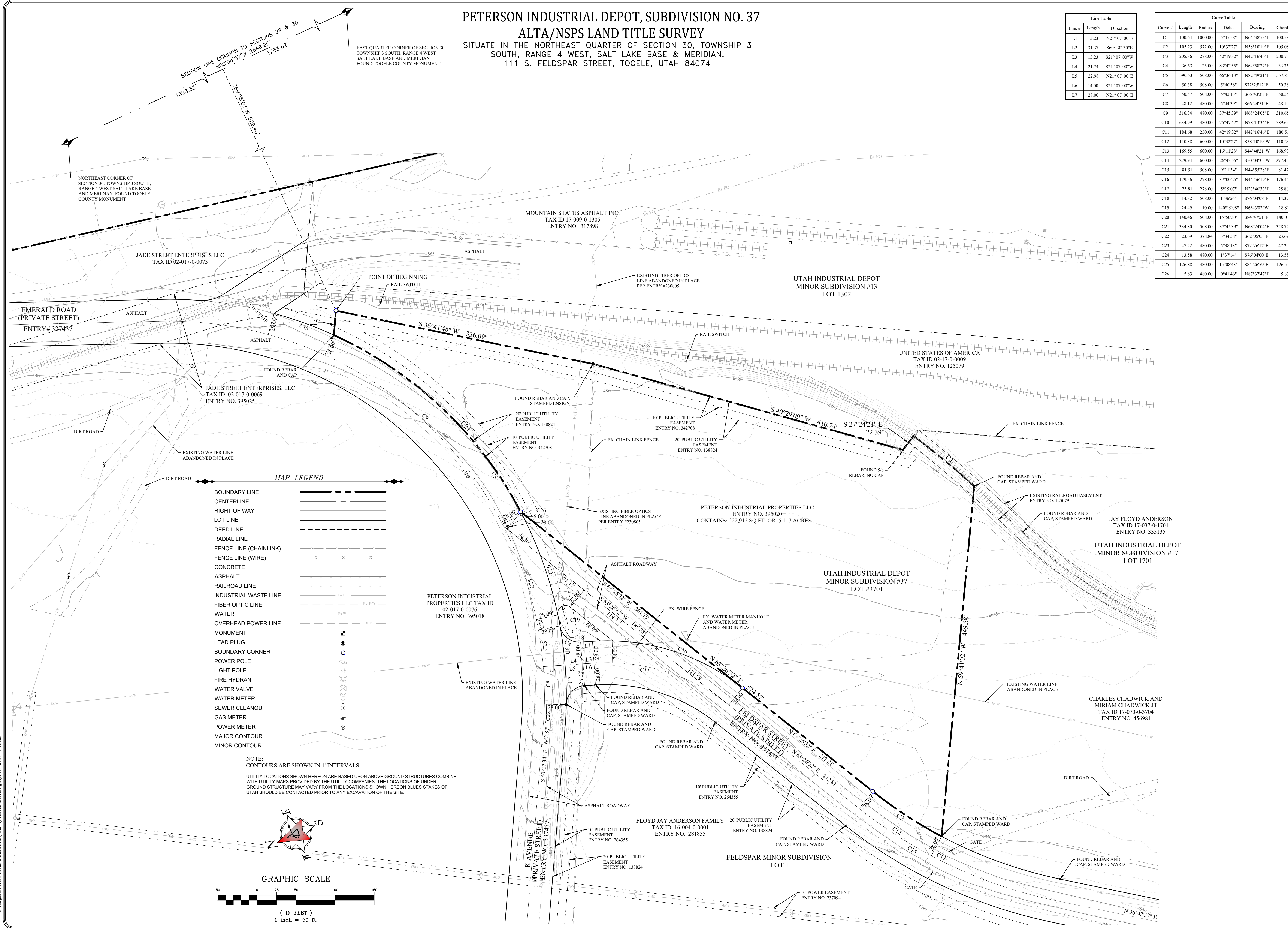
DRAWN BY: FWB
 FIELD CREW: BJM
 CHECKED BY: SNT
 DATE: 4/05/19

CLIENT: NITROUS OXIDE CORPORATION
 DWG: BASE
 JOB NO.: 5710-ARGAS-18
 DIMENSIONS AND NOTES TAKE PRECEDENCE OVER

ALTA/NSPS LAND TITLE SURVEY
PETERSON INDUSTRIAL DEPOT, SUBDIVISION NO. 37
 111 S. FELDSPAR STREET, TOOELE, UTAH 84074
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN.

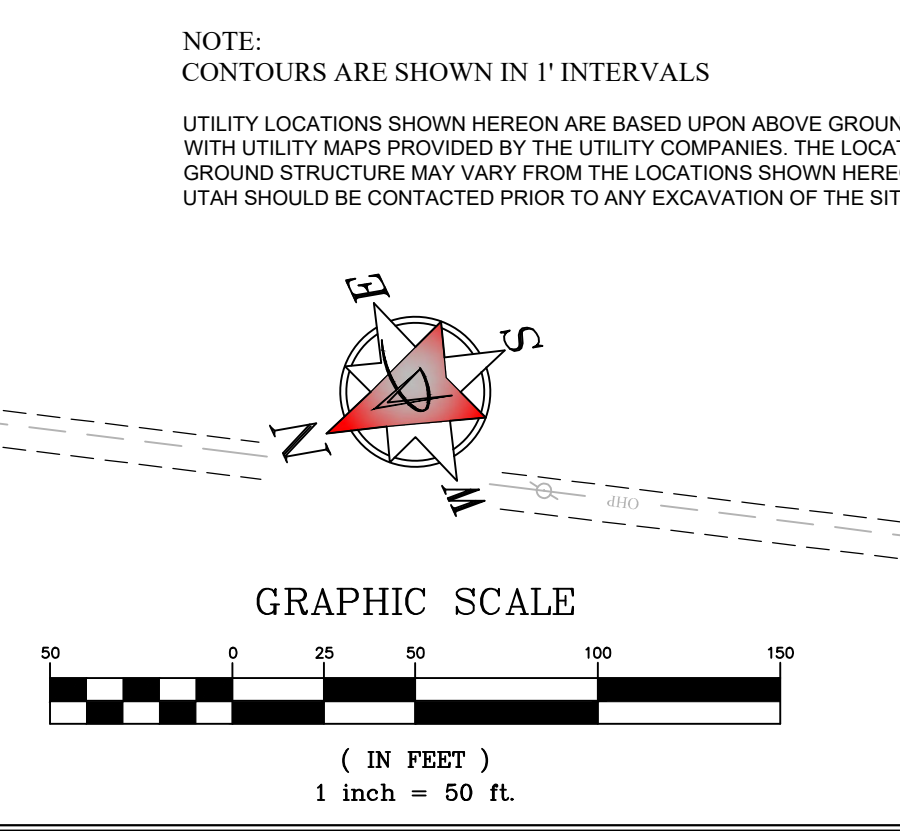
NO.	DATE	BY	REVISION

231 West 800 South
 Salt Lake City, Utah 84101
 www.wardeng.com
Ward Engineering Group
 Planning • Engineering • Surveying
 Since 1981



MAP LEGEND

BOUNDARY LINE	---
CENTERLINE	----
RIGHT OF WAY	=====
LOT LINE	-----
DEED LINE	-----
RADIAL LINE	-----
FENCE LINE (CHAINLINK)	-----
FENCE LINE (WIRE)	-----
CONCRETE	-----
ASPHALT	-----
RAILROAD LINE	-----
INDUSTRIAL WASTE LINE	-----
FIBER OPTIC LINE	-----
WATER	-----
OVERHEAD POWER LINE	-----
MONUMENT	-----
LEAD PLUG	-----
BOUNDARY CORNER	-----
POWER POLE	-----
LIGHT POLE	-----
FIRE HYDRANT	-----
WATER VALVE	-----
WATER METER	-----
SEWER CLEANOUT	-----
GAS METER	-----
POWER METER	-----
MAJOR CONTOUR	-----
MINOR CONTOUR	-----



O:\Alta\Tooele Nitrous Oxide Facility\survey\CAD\Basc.dwg, Apr 09, 2019 - 02:35am

UTAH INDUSTRIAL DEPOT MINOR SUBDIVISION NO. 37, AMENDED

(AMENDING AND RE-SUBDIVIDING UTAH INDUSTRIAL MINOR SUBDIVISION NO. 37 TOOELE CITY, UTAH)

LOCATED IN THE EAST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, UTAH

BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING LOCATED IN THE EAST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE U.S. RAILROAD CLASSIFICATION YARD (ENTRY NO. 125079), SAID POINT BEING SOUTH 19°45'11" WEST, A DISTANCE OF 1451.48 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE ALONG THE WESTERLY LINE OF SAID RAILROAD CLASSIFICATION YARD BOUNDARY THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 65°27'17" WEST 24.30 FEET; (2) SOUTH 30°14'48" WEST 359.90 FEET; (3) SOUTH 40°20'00" WEST 410.74 FEET; (4) SOUTH 27°24'21" EAST 22.39 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, AND THE WESTERLY LINE OF UTD MINOR SUBDIVISION NO. 17 (ENTRY NO. 334978) THE FOLLOWING FOUR (4) COURSES: (1) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, THE CENTER OF WHICH BEARS NORTH 29°14'00" WEST, THROUGH A CENTRAL ANGLE OF 06°37'35" A DISTANCE OF 115.65 FEET; (2) SOUTH 08°25'29" WEST 70.71 FEET TO A POINT ON A CURVE TO THE LEFT; (3) ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 575.00 FEET, THE CENTER OF WHICH BEARS SOUTH 21°12'37" EAST, THROUGH A CENTRAL ANGLE OF 39°16'50" A DISTANCE OF 394.20 FEET; (4) SOUTH 29°30'33" WEST 36.76 FEET, THENCE NORTH 59°41'02" WEST, ALONG THE NORTH BOUNDARY LINE OF THE BUILDING 2004-2007 PARCEL (ENTRY NO. 231368), 200.24 FEET, TO THE WEST LINE OF SAID PARCEL, THENCE SOUTH 29°02'10" WEST, ALONG SAID WEST LINE 308.18 FEET TO THE NORTHWEST CORNER OF BUILDING 2008, 2009, AND 2020 MINOR SUBDIVISION (ENTRY NO. 245022); THENCE ALONG SAID PARCEL THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 29°05'08" WEST A DISTANCE OF 430.99 FEET; (2) SOUTH 62°12'02" EAST 4.79 FEET; (3) SOUTH 29°21'09" WEST 113.90 FEET; (4) SOUTH 70°38'20" EAST 94.61 FEET, TO A POINT OF CURVATURE; (5) NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 118.00 FEET, THROUGH A CENTRAL ANGLE OF 67°24'19" A DISTANCE OF 138.82 FEET; (6) SOUTH 60°30'27" EAST 176.42 FEET, THENCE SOUTH 29°29'33" WEST 28.00 FEET, TO THE NORTH LINE OF THE TASZ PARCEL (ENTRY NO. 140918 AND 156898); THENCE ALONG THE NORTH LINE OF SAID TASZ PARCELS THE FOLLOWING FIVE (5) COURSES: (1) NORTH 80°30'27" WEST 152.79 FEET, TO A POINT OF CURVATURE; (2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 146.00 FEET, THROUGH A CENTRAL ANGLE OF 58°23'12" A DISTANCE OF 148.78 FEET; (3) NORTH 70°38'20" WEST 104.84 FEET, TO A POINT OF CURVATURE; (4) WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 113°39'00" A DISTANCE OF 118.97 FEET, THE CENTER OF WHICH BEARS NORTH 42°48'57" AND THE LONG CHORD OF WHICH BEARS NORTH 76°00'47" WEST, A DISTANCE OF 100.42 FEET, TO A POINT OF REVERSE CURVATURE; (5) WESTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 51°25'43" A DISTANCE OF 22.44 FEET; (6) NORTH 70°38'20" WEST 384.30 FEET, TO A POINT OF CURVATURE; (7) SOUTHWESTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 79°50'45" A DISTANCE OF 34.84 FEET, TO A POINT ON THE EASTERLY LINE OF GARNET STREET (ENTRY NO. 308583); THENCE NORTH 29°30'55" EAST 107.69 FEET, TO A POINT OF CURVATURE, SAID POINT BEING ON THE SOUTHWEST BOUNDARY LINE OF THE H.E.B. AUTO PARCEL (ENTRY NO. 140628); THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 113°39'00" A DISTANCE OF 118.97 FEET, THE CENTER OF WHICH BEARS NORTH 42°48'57" AND THE LONG CHORD OF WHICH BEARS NORTH 76°00'47" WEST, A DISTANCE OF 100.42 FEET; (2) SOUTH 70°38'20" EAST 349.30 FEET TO A POINT OF CURVATURE; (3) NORTHEASTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 107°33'30" A DISTANCE OF 46.93 FEET, TO THE EAST, TO A POINT OF REVERSE CURVATURE; (4) NORTHERLY ALONG THE ARC OF A 308.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°52'45" A DISTANCE OF 153.87 FEET, THE LONG CHORD OF WHICH BEARS NORTH 15°14'32" EAST, A DISTANCE OF 152.47 FEET; (5) NORTH 28°40'54" EAST 23.62 FEET TO A POINT ON THE SOUTHEAST CORNER OF THE FELDSPAR MINOR SUBDIVISION LOTS 1 AND 2 (ENTRY NO. 264355); THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING EIGHT (8) COURSES: (1) NORTH 28°41'00" EAST 304.99 FEET TO A POINT OF CURVATURE; (2) ALONG THE ARC OF A 2628.29 FOOT NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°02'05" A DISTANCE OF 354.27 FEET; (3) NORTH 36°42'37" EAST 309.36 FEET TO A POINT OF CURVATURE; (4) NORTHEASTERLY ALONG THE ARC OF A 628.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°33'55" A DISTANCE OF 293.00 FEET; (5) NORTH 83°28'32" EAST 212.81 FEET TO A POINT ON A CURVE TO THE LEFT; (6) ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 222.00 FEET, THE CENTER OF WHICH BEARS NORTH 26°33'28" WEST, THROUGH A CENTRAL ANGLE OF 42°19'32" A DISTANCE OF 164.00 FEET; (7) NORTH 21°07'00" EAST 13.98 FEET TO A POINT ON A CURVE TO THE LEFT; (8) ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 24.11 FEET, THE CENTER OF WHICH BEARS NORTH 68°13'21" WEST, THROUGH A CENTRAL ANGLE OF 85°33'07" A DISTANCE OF 36.90 FEET TO A POINT ON NON-TANGENT CURVE TO THE LEFT, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 'K' AVENUE (ENTRY NO. 337437); THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 406.84 FEET, THE CENTER WHICH BEARS NORTH 28°09'55" EAST, THROUGH A CENTRAL ANGLE OF 0°02'27" A DISTANCE OF 0.29 FEET TO POINT OF CONTINUOUS CURVATURE, TO THE LEFT HAVING A RADIUS OF 508.00 FEET, THE CENTER OF WHICH BEARS NORTH 28°02'28" EAST, THROUGH A CENTRAL ANGLE OF 19°47'47" A DISTANCE OF 672.03 FEET, THENCE SOUTH 08°25'29" WEST 45.56 FEET TO THE POINT OF BEGINNING.

CONTAINS 646,775 SQ. FT. OR 14,848 AC.

CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD DIST	TANGENT
C31	7°52'18"	2472.00	339.62	N32°37'03"E	339.35	170.08
C32	0°09'25"	2472.00	6.78	N36°37'55"E	6.78	3.39
C33	16°11'28"	572.00	161.64	N44°48'21"E	161.10	81.36
C34	10°32'27"	572.00	105.23	N58°10'19"E	105.08	52.76
C35	5°42'13"	508.00	50.57	S66°43'38"E	50.55	25.31
C36	5°40'56"	508.00	50.58	S72°25'12"E	50.56	25.21
C37	37°45'39"	508.00	334.80	N68°24'04"E	328.77	173.73
C38	9°11'34"	508.00	81.51	N44°55'28"E	81.42	40.84
C39	5°45'58"	1000.00	100.64	S64°38'53"W	100.59	50.36
C40	0°51'38"	1000.00	15.02	S67°57'41"W	15.02	7.51
C41	37°00'26"	278.00	179.56	N44°56'19"E	176.45	93.04
C42	5°19'07"	278.00	25.81	N23°46'33"E	25.80	12.91
C43	1°36'56"	508.00	14.32	N76°04'08"W	14.32	7.16
C44	140°19'08"	10.00	24.49	N06°43'02"W	18.81	27.72
C45	8°56'58"	508.00	79.34	S81°21'04"E	79.26	39.75
C46	6°53'35"	508.00	61.12	S89°16'19"E	61.08	30.59
C47	3°34'58"	378.84	23.69	S62°05'03"E	23.69	11.85
C48	48°58'59"	60.00	51.30	N33°00'19"W	28.91	14.89
C49	27°52'48"	60.00	29.20	N00°25'35"E	28.91	14.89

CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD DIST	TANGENT
C1	06°37'35"	1000.00	115.65	S65°04'42"W	115.59	57.89
C2	39°16'50"	575.00	394.20	S49°08'58"W	386.53	205.20
C3	76°51'18"	60.00	80.48	N19°04'10"W	74.58	47.60
C4	58°44'52"	25.00	25.63	S28°07'23"E	24.53	14.07
C5	26°52'45"	328.00	153.87	S15°14'32"W	152.47	78.38
C6	08°02'05"	2526.29	354.27	S32°41'40"W	353.98	177.42
C7	26°43'55"	628.00	293.00	N50°04'34"E	290.35	149.22
C8	42°19'32"	222.00	164.00	N42°16'46"E	160.29	85.94
C9	85°33'07"	24.71	36.90	N20°59'55"W	33.57	22.87
C10	75°47'47"	508.00	672.03	N78°13'34"E	624.09	395.44
C11	83°37'36"	25.00	36.49	S62°55'48"W	33.34	22.36
C12	42°19'33"	278.00	205.37	N42°16'45"E	200.73	107.62
C13	26°43'55"	572.00	266.87	S50°04'35"W	264.46	135.91
C14	08°01'43"	2472.00	346.39	S32°41'46"W	346.11	173.48
C15	27°26'10"	271.84	130.17	S14°58'01"W	128.93	66.36
C16	14°18'40"	300.00	74.93	N05°35'59"E	74.74	37.66
C17	05°44'39"	480.00	48.12	S66°44'51"E	48.10	24.08
C18	70°03'09"	480.00	586.87	N75°21'15"E	550.99	336.43
C19	16°36'53"	480.00	139.19	N32°01'14"E	138.70	70.09
C20	42°19'33"	250.00	184.68	N42°16'45"E	180.51	96.78
C21	26°43'55"	600.00	279.94	N50°04'35"E	277.40	142.56
C22	08°01'43"	2500.00	350.31	N32°41'46"E	350.03	175.44
C23	27°07'34"	300.00	142.03	N15°07'07"E	140.71	72.37
C24	67°24'19"	118.00	138.82	N75°29'31"E	130.95	78.70
C25	58°23'12"	146.00	148.78	N80°10'04"E	100.42	91.70
C26	11°36'20"	60.00	118.97	S76°00'47"E	140.71	72.37
C27	51°25'43"	25.00	22.44	N44°55'28"E	21.89	12.04
C28	79°50'45"	25.00	34.84	S69°26'17"W	32.09	20.92
C29	100°09'15"	25.00	43.70	S20°33'43"E	38.35	29.88
C30	107°33'30"	25.00	46.93	N55°34'55"E	40.34	34.13

NORTHEAST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN FOUND TOOELE COUNTY SURVEYOR BRASS CAP MONUMENT, DATE: 1962

SECTION LINE COMMON TO SECTIONS 29 & 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN FOUND TOOELE COUNTY SURVEYOR BRASS CAP MONUMENT, DATE: 1962

EAST QUARTER CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN FOUND TOOELE COUNTY SURVEYOR BRASS CAP MONUMENT, DATE: 1962

MAP LEGEND

- EXISTING STREET MONUMENT
- SET NEW STREET MONUMENT
- LOT CORNERS (SET NAIL & WASHER UNLESS OTHERWISE NOTED)
- SUBDIVISION BOUNDARY CORNERS (SET NAIL & WASHER UNLESS OTHERWISE NOTED)
- TOOELE COUNTY MON. (FOUND)
- SECTION LINE
- SURVEY TIE LINE
- PUBLIC RIGHT-OF-WAY LINE
- RIGHT-OF-WAY CONTROL LINE (PUBLIC ROAD)
- PRIVATE RIGHT-OF-WAY LINE
- EXISTING EASEMENT
- SUBDIVISION BOUNDARY LINE
- LOT LINES
- PUBLIC UTILITY & DRAINAGE EASEMENT (P.U.&D.E.) (UNLESS OTHERWISE NOTED)
- RAILROAD TRACKS
- UTILITY EASEMENT
- RAILROAD EASEMENT
- SUBDIVISION BOUNDARY
- LOT BOUNDARY
- RECORD NUMBER ON FILE WITH THE TOOELE COUNTY RECORDER'S OFFICE
- CENTER POINT BEARING

STREET MONUMENT BEARING AND DISTANCE

MONUMENTS	BEARING	LENGTH
A TO B	S36°43'20"W	242.25
B TO C	S55°52'29"W	486.94
C TO D	S32°37'04"W	986.47
D TO E	S07°57'48"W	212.27

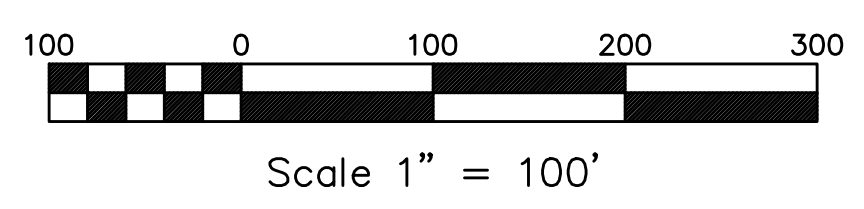
ADDRESS TABLE

LOT NO.S	ADDRESS
LOT 3705	121 S FELDSPAR ST
LOT 3706	117 S FELDSPAR ST
LOT 3707	107 S FELDSPAR ST
PARCEL A	97 K AVENUE
PARCEL B	S FELDSPAR ST
PARCEL C	S FELDSPAR ST
PARCEL D	99 S FELDSPAR ST

TOOELE COUNTY RECORDER

NO. _____ STATE OF UTAH, COUNTY OF TOOELE, RECORDED & FILED AT THE REQUEST OF _____ DATE _____ TIME _____

FEE \$ _____ TOOELE COUNTY RECORDER



UTAH INDUSTRIAL DEPOT MINOR SUBDIVISION NO. 37 AMENDED

800 S. 231 W. Salt Lake City, Utah, 84101

tel (801) 487-8040 fax (801) 487-8668

Ward Engineering Group
Planning Engineering Surveying

CLIENT: PETERSON INDUSTRIAL DEPOT
DRAWING: SUB 37 AMD PLAT.dwg
JOB NO: 68144PID007-18
DATE: 12/19/2018
DRAWN BY: JHF/JWH
DESIGN BY: SNT
CHECKED BY: DKW/SNT
DATE: 12/19/2018

REVISIONS:
NO. DATE BY REVISION

SHEET: 2 of 2

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2019-12

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH,
ADOPTING A BUDGET FOR FISCAL YEAR 2019-2020.**

WHEREAS, the staff of the Redevelopment Agency of Tooele City, Utah (“RDA”) has prepared and presented a proposed budget to the RDA’s Board of Directors for the 2019-2020 fiscal year; and,

WHEREAS, the proposed budget was prepared in accordance with the requirements of U.C.A. §17C-1-601; and,

WHEREAS, the RDA held a required public hearing on the proposed FY 2019-2020 budget on June 19, 2019:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, as follows:

1. That the fiscal year 2019-2020 RDA budget is hereby adopted; and,
2. The RDA Secretary is hereby directed to file a copy of said budget within 90 days of the date of this Resolution with (a) the Tooele County Auditor, (b) the State Tax Commission, (c) the State Auditor, (d) the State Board of Education, and (e) each other taxing entity that levies a tax on property from which the RDA collects tax increment, in accordance with the provisions of Utah Code Ann. §17C-1-601(6).

IN WITNESS WHEREOF, this Resolution is passed by the Board of Directors of the Redevelopment Agency of Tooele City, Utah, this ___ day of _____, 2019.

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

(For)

(Against)

ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, RDA Secretary

S E A L

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

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2019-13

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (RDA) APPROVING A TAX INCREMENT REIMBURSEMENT AGREEMENT WITH BROADWAY-HERITAGE VILLAGE APARTMENTS 2017, LLC.

WHEREAS, on September 19, 2007, the RDA adopted a resolution approving the Broadway Community Development Project Area Plan (the "Plan") for the Broadway Community Development Project Area (the "Project Area"); and,

WHEREAS, Broadway-Heritage Village Apartments 2017, LLC (the "Company") has presented to the RDA preliminary development concept plans for a residential development, which includes the renovation and redevelopment of the former Broadway Hotel, to include 30 bedroom units, and construction of 18 new units, consisting of a mixture of one, two, and three bedroom units (the "Project"), within the boundaries of the Project Area; and,

WHEREAS, the Company leases or owns the fee title to all the land on which the Project development is located (the "Land"); and,

WHEREAS, due to its location within the Project Area, the Land generates tax increment revenues that are diverted to the RDA pursuant to a Project Area Budget adopted by the RDA for the Project Area; and,

WHEREAS, the Company has presented to the RDA sufficient information, including development plans and alternatives, financial statements, and other information, showing justification for the Agency's participation, through tax increment reimbursement, in certain costs for the construction of the Project; and,

WHEREAS, the Tax Increment Reimbursement Agreement attached hereto as Exhibit A sets forth the terms of, and conditions to, the RDA's agreement to reimburse the Company for certain development costs; and,

WHEREAS, the RDA's tax increment reimbursement obligation will be limited to a maximum of \$360,000 with a maximum annual reimbursement of 75% of the total tax increment collected by Tooele City for the Project and Land (see Exhibit A); and,

WHEREAS, the RDA Board makes a finding that the Project will provide important housing, urban renewal, neighborhood revitalization, and economic development tools to the Project Area and Tooele City; and,

WHEREAS, the RDA Board makes a finding that approving the Tax Increment Reimbursement Agreement is in the best fiscal and economic development interest of Tooele City:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH that the Tax Increment Reimbursement Agreement, attached as Exhibit A, is hereby approved, and that the Executive Director is hereby authorized to execute the same.

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

IN WITNESS WHEREOF, this Resolution is passed by the Board of the Redevelopment Agency of Tooele City, Utah, this ____ day of _____, 2019.

TOOELE CITY RDA

(For)

(Against)

ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, RDA Secretary

S E A L

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

EXHIBIT A

Tax Increment Reimbursement Agreement

TAX INCREMENT REIMBURSEMENT AGREEMENT

THIS TAX INCREMENT REIMBURSEMENT AGREEMENT (this “**Agreement**”) is made effective as of this ___ day of _____, 2019 (“**Effective Date**”) by and between **Broadway-Heritage Village Apartments 2017, LLC a Utah limited liability company** (the “**Company**”) and the **Redevelopment Agency of Tooele City, a political subdivision of the State of Utah** (the “**Agency**”). The Agency and the Company agree as follows:

1. Background.

1.1. On September 19, 2007 the Agency adopted a resolution approving the Broadway Community Development Project Area Plan (the “**Plan**”) for the Broadway Community Development Project Area (the “**Project Area**”).

1.2. The Company presented to the Agency preliminary development concept plans for a residential development, which includes the renovation and redevelopment of the former Broadway Hotel, to include 30 bedroom units, and construction of 18 new units, consisting of a mixture of one, two, and three bedroom units, within the boundaries of the Project Area (the “**Project**”). The Company leases or owns the fee title to all the land on which the Project development is located (the “**Land**”), which Land is described in Exhibit A attached hereto, and currently covers the list of property tax identification numbers attached hereto as Exhibit B. Due to its location within the Project Area, the Land generates tax increment revenues that are diverted to the Agency pursuant to a Project Area Budget adopted by the Agency for the Project Area.

1.3. The Company has also presented to the Agency sufficient information, including development plans and alternatives, financial statements, and other information, showing justification for the Agency’s participation in certain costs for the construction of the Project. This Agreement sets forth the terms of, and conditions to, the Agency’s agreement to reimburse the Company for certain development costs.

2. Tax Increment. This Agreement refers to “tax increment” which is a term defined by Utah Code Ann. § 17C-1-102(60) (2018). The term “tax increment” in this Agreement has the same meaning as defined by that statute (as amended, replaced, or superseded from time to time). The parties acknowledge that tax increment generally refers to the additional ad valorem tax revenues generated by the increase in value of taxable real and personal property resulting from new development and construction. The Agency is entitled to collect a portion of tax increment from the property located within the Project Area boundaries as expressly provided under the Project Area Budget adopted by the Agency for the Project Area. A copy of the Project Area Budget is attached hereto as Exhibit C.

3. Company Commitments. As a condition to all obligations of the Agency under this Agreement, the Company agrees to do each of the following, unless waived in writing by the Agency in the Agency’s sole and absolute discretion (each a “**Company Commitment**”):

3.1. By or before April 1, 2020 (except that the deadline will be extended as and to the extent the completion of the Project, or the delivery of the certificate of occupancy, is delayed as a result of a Force Majeure Event as defined in Section 25 below), the Company must have commenced construction of the Project; and

3.2. The Company must, before receiving any tax increment from the Agency, provide reasonable proof to the Agency that the Company or the owner of the Land invested a total of \$9 million in capital costs for the Project, including without limitation land acquisition costs and the costs of all improvements constructed or installed on the land and all improvement/renovation costs of the Broadway Hotel; and

3.3. The Company must provide the Agency on an annual basis, for the period of time any tax increment is to be paid and received by the Company, a financial report that clearly identifies the gross revenue received from the Project, the total operating costs for the Project, the net operating costs of the Project, the debt service payment for the Project, and the coverage ratio for the debt service payment. The Agency has the right to audit any Company information reasonably necessary to verify compliance with this section.

4. Company Restrictions. The Company agrees that, for at least five (5) year after date on which the Agency makes the final payment of tax increment to the Company under this Agreement, the Company will continue operating its business activities at the Project in substantially the same manner as the Company had been operating while receiving tax increment payments from the Agency under this Agreement.

If the Company fails to satisfy this Company Restriction within the five (5)-year time period, then the Company agrees to immediately refund to the Agency all tax increment paid by the Agency to the Company under this Agreement, plus interest at the rate of 5.0% annually beginning on the date of the final payment of tax increment from the Agency to the Company. The Company agrees to provide any supporting or backup materials reasonably requested by the Agency to verify compliance with this section. The Agency has the right to audit any Company information reasonably necessary to verify compliance with this section.

5. Project Financing. The Company is solely responsible for all the costs of acquisition, development, construction, maintenance, ownership, repair, etc., of the Project. However, subject to the performance by the Company of each of the Company Commitments, and also subject to Sections 6 and 7 below, the Agency will participate with the Company by providing tax increment to assist in the required debt service coverage of the Project, solely by paying tax increment revenues, generated from the Project and actually received by the Agency on an annual basis, and subject to a total cumulative cap of \$360,000 (the "Maximum Reimbursement Amount"), to the Company as reimbursement for expenses actually incurred by the Company, in connection with the debt service coverage. The Company will provide to the Agency on an annual basis, for the term of the Agency participation, the information required to verify the debt coverage required, and the shortage, required for Agency reimbursement. The Agency will pay to the Company annually, (each such annual payment is referred to as an "Annual Increment Payment"), an amount required to provide the 1.30% debt coverage, but in no event shall the Agency participation exceed 75% of all tax increment revenues generated by, and actually received by the Agency from the Tooele County Treasurer under the Project Area Budget from, the Project. The Agency will continue making Annual Increment Payments until the first to occur of the following: (i) the Agency has paid to the Company the Maximum Reimbursement Amount, or (ii) the revenue generated by the Project on an annual basis covers the required debt service coverage, or (iii) the Agency no longer has the right to receive tax increment from the Project Area because the final year of the tax increment collection period under the Project Area Budget has expired. Despite anything in this Agreement to the contrary, the Agency has no obligation to pay any more than the Maximum Reimbursement Amount, and the Agency has

no obligation to pay more than 75% of any tax increment received by the Agency from the Project annually.

6. Limitations on Tax Increment Participation. Despite anything in this Agreement to the contrary:

6.1. if the Company does not satisfy each of the Company Commitments, then the Agency will have no obligation to pay any Annual Increment Payments to the Company; instead, the Agency will then be entitled to retain all tax increment generated from the Project for other legal and authorized purposes of the Agency;

6.2. all obligations of the Agency to pay any Annual Increment Payment(s) to the Company are conditional on the Company timely and properly paying all taxes assessed on or generated from the land, including but not necessarily limited to real property, personal property, and ad valorem, to the appropriate taxing authorities;

6.3. all obligations of the Agency to pay any Annual Increment Payment(s) to the Company are conditional on the Company actually operating in normal business use, on a consistent basis during the calendar year, the Project; subject to events of casualty and/or any Force Majeure Event, if in any year the Company does not regularly operate the Project for at least 180 days for any reason other than an event of casualty or a Force Majeure Event, then the Agency will have no obligation to pay the Company an Annual Increment Payment for that year and the amount that otherwise would have been paid to the Company for that year will be a corresponding credit against (*i.e.*, cause a reduction of) the Maximum Reimbursement Amount; and

6.4. the Company reserves all, and does not waive or relinquish any, rights available at law or in equity to appeal or contest any taxes or assessments on the Land.

7. Timing of Annual Payments. Subject to Sections 2 and 3 above, the Agency will make the first Annual Increment Payment within thirty days after the Agency receives from the Tooele County Treasurer the final tax increment payment for the calendar year in which any vertical structural improvement(s) constituting part of the Project is/are constructed, assessed and first appear(s) on the tax rolls for Tooele County, and, subject to Section 3 above, the Agency will continue making the Annual Increment Payments each successive year within the same thirty-day period for so long as the Agency is entitled to collect tax increment from the Project Area (as may be extended, if at all, from time to time). For informational purposes, the Agency typically receives tax increment payments from the Tooele County Treasurer in March or April (for the preceding tax year), which means the Agency will likely pay the first Annual Increment Payment to the Company around April or May of the year following the calendar year during which the Company obtains the required temporary certificates of occupancy for the Project, and then the successive payments in April or May of each succeeding year.

8. Limitations on Agency Authority. The Company acknowledges that:

8.1. the Agency is a political subdivision of the State of Utah operating and existing under Title 17C of the Utah Code Ann., separate and distinct from the City, for the purpose of, among other things, promoting urban renewal, economic development, and community development in the City;

8.2. the City is not a party to this Agreement and the City will not have any commitments, obligations, duties, liabilities, or obligations under this Agreement;

8.3. the Agency has no independent taxing power, and therefore the Agency's sole source of revenue, at least for purposes of this Agreement, is tax increment financing as provided under Utah law;

8.4. if Utah law is amended or superseded by new law that has the effect of reducing or eliminating the amount of tax increment revenue to be paid to the Agency, the Agency's obligation to pay Annual Increment Payments to the Company will be accordingly reduced or eliminated;

8.5. if a court of competent jurisdiction declares that the Agency cannot receive tax increment revenues, or make payments to the Company from tax increment revenues as provided in this Agreement, or takes any other action which eliminates or reduces the amount of tax increment revenues paid to the Agency, the Agency's obligation to make Annual Increment Payments to the Company shall be accordingly reduced or eliminated; and

8.6. the Agency has no power or authority to grant any land use approvals;

8.7. nothing in this Agreement creates, implies, or guarantees any land use approvals; and

8.8. all land use approvals are subject to the standard requirements of applicable law and City policies and procedures.

9. Agreement Term/Breach/Termination. Despite anything else in this Agreement to the contrary, this Agreement will terminate immediately and automatically upon payment of the final Annual Increment Payment as described in Section 3 above. This Agreement may also be terminated earlier as follows: Upon the material breach of this Agreement by either party, the non-breaching party may provide notice to the breaching party. The breaching party shall have 30 days (or, if such breach cannot reasonably be cured within such 30 day period, such longer period as is reasonably necessary to effectuate such cure) to cure the breach, and if the breach is not timely cured, the non-breaching party may then terminate this Agreement by providing final notice to the breaching party. To clarify, however, the Company will not have a 30-day period to cure a failure to satisfy a Company Commitment; and, a failure of the Company to satisfy a Company Commitment is not a material breach of this Agreement, but instead is merely a failure of a condition to the Company receiving tax increment as described in Section 3.

10. Indemnification. The Company agrees to indemnify, defend (with counsel of the Indemnitee's choosing), and hold the Agency and the City, including their respective officers, directors, agents, employees, contractors, and consultants, harmless from and against all liability, loss, damage, costs or expenses, including attorneys' fees and court costs, arising from or as a result of death, injury, accident, loss or damage of any kind caused to any person or property because of the act(s), error(s), or omission(s) of the Company, including its officers, directors, agents, employees, contractors, and consultants, upon or in connection with the Land or in connection in any way with this Agreement, except in each case to the extent arising out of the sole negligence, willful misconduct, illegal acts, bad faith, or breach of this Agreement by the Agency or the City, including their respective officers, directors, agents, employees, contractors, and consultants (the "Indemnitees").

11. Parties; Successors and Assigns. Except for the City, which is an intended third-party beneficiary as described in the immediately preceding paragraph regarding indemnification, this Agreement is intended solely for the benefit of the Agency and the Company and there are no intended third-party beneficiaries. The Company has no right to assign this Agreement or its obligations under this Agreement without the Agency's advance written consent, in the Agency's sole and absolute discretion; provided, however, that the Company may, without the need for the Agency's prior written approval, assign this Agreement, and all of its rights and obligations hereunder, to any entity that controls, is controlled by, or is under common control with the Company. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

12. No Liability of Officials/Employees. No director, officer, agent, employee, or consultant of the Agency or the Company shall be personally liable to the other party hereto, or any successor in interest, in the event of any default or breach by the Agency or Company or for any amount which may become due to the Company or its successors or on any obligations under the terms of this Agreement.

13. No Legal Relationship. The parties disclaim any partnership, joint venture, fiduciary, agency, or employment status or relationship between them. No party has the authority to make any representation or warranty or incur any obligation or liability on behalf of the other party, nor shall they make any representation to any third party inconsistent with this paragraph.

14. No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Land or Project for the general public or for any public purpose whatsoever.

15. Attorneys' Fees. In the event of litigation between the parties related to this Agreement, the Court shall award the prevailing party its costs, expenses, and reasonable attorneys' fees, such fees to be determined by the court sitting without a jury.

16. Governing Law. The laws of the State of Utah will govern this Agreement. Any action pertaining to or arising under this Agreement must be brought in the applicable state or federal court having jurisdiction in, and located in, Tooele County, Utah, and nowhere else.

17. Waiver. The waiver by any party of any right granted to it hereunder shall not be deemed a waiver of any other right or of a subsequent right obtained by reason of the matter previously waived.

18. Amendment. This Agreement may be modified or amended only by a written instrument authorized and executed by the Company and the Agency, respectively, each in their sole discretion.

19. Entire Agreement/Amendment/Counterparts. The Recitals, and all exhibits, schedules and attachments attached hereto, are incorporated and made an integral part of this Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter addressed. There are no other contracts, understandings, representations, or agreements, written or verbal, between the parties relating in any way to the subject matter of this Agreement. No party is relying on any verbal or written statements of the other than those expressly in this Agreement.

20. Construction/ Headings. The parties waive the application of any rule of law relating to the construction of this Agreement that provides in effect that ambiguous or conflicting terms or

provisions should be construed against the party who prepared this Agreement or any earlier draft thereof. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

21. Severability. If any provision (or portion of any provision) of this Agreement shall be deemed to be invalid or unenforceable, such invalidity or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof provided the removal of same does not materially alter the overall intent of this Agreement.

22. Time is of the Essence. Time is of the essence with respect to each and every term, condition, obligation and provision hereof.

23. Further Assurances. The parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

24. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

25. Force Majeure. The Agency or the Company shall be excused, without penalty, for the period of any delay in the performance of any obligations hereunder when prevented from doing so by causes beyond its control, which shall include without limitation acts of God, governmental restrictions, strikes, labor disturbances, shortages of materials or supplies and the inability to obtain reasonable substitutes, and actions or inactions of governmental authorities (a "Force Majeure Event"). In connection with any Force Majeure Event, the party claiming such Force Majeure Event must use commercially reasonable efforts to mitigate the effect of such Force Majeure Event. Nothing contained in this Section 25 shall excuse either party from paying in a timely fashion any payments due under the terms of this Agreement.

[End of Terms – Signature Page Follows]

IN WITNESS WHEREOF, the Agency and the Company have executed this Tax Increment Reimbursement Agreement effective as of the date shown above.

BROAWAY-HERITAGE VILLAGE APARTMENTS 2017, LLC

By: _____
Name:
Title:

REDEVELOPMENT AGENCY OF TOOELE CITY

Executive Director

Attest:

Michelle Y. Pitt, RDA Secretary

Approved as to Form:

Roger Evans Baker, RDA Attorney

[Exhibits A, B and C to be attached]

Exhibit A

Legal Description of the Land

Exhibit B

Tax Id Nos. for the Land

Exhibit C

Project Area Budget