

**PUBLIC NOTICE**

Notice is Hereby Given that the Tooele City Council and the Redevelopment Agency (RDA) of Tooele City will meet in a Work Meeting, on Wednesday, April 5, 2023, at 5:30 p.m. The Meeting will be Held in the Tooele City Hall Council Chambers, Located at 90 North Main Street, Tooele, Utah.

*We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecity> or by going to YouTube.com and searching "Tooele City Channel".*

**AGENDA**

1. **Open City Council Meeting**
2. **Roll Call**
3. **Mayor's Report**
4. **Council Members' Report**
5. **Discussion Items**
  - a. **Request to Renew Cell Tower Lease Option at Elton Park**  
*Presented by Roger Baker, City Attorney*
  - b. **Ordinance 2023-13** An Ordinance of Tooele City Amending Tooele City Code Section 10-3-31 Regarding Service of Notice of Parking Violations  
*Presented by Roger Baker, City Attorney*
  - c. **Resolution 2023-21** A Resolution of the Tooele City Council Approving an Agreement with Nelson Brothers Construction Company for the Water Reclamation Facility Headworks Project  
*Presented by Jamie Grandpre, Public Works Director*
  - d. **Resolution 2023-22** A Resolution of the Tooele City Council Approving an Agreement with Kilgore Contracting for the 2023 Roadway Reconstruction and Water Line Replacement Project  
*Presented by Jamie Grandpre, Public Works Director*
  - e. **Wastewater Facilities Impact Fee Facilities Plan & Impact Fee Analysis Draft**  
*Presented by Jamie Grandpre, Public Works Director*
  - f. **Secondary Class Roads Standards**  
*Presented by Jim Bolser, Community Development Director*
  - g. **Commercial Special District Zoning**  
*Presented by Maresa Manzione, RDA Chair*
6. **Closed Meeting**  
*~ Litigation, Property Acquisition, and/or Personnel*
7. **Adjourn**

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Michelle Y. Pitt, Tooele City Recorder

Pursuant to The Americans With Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, At 435-843-2111 Or [Michellep@Tooelecity.Org](mailto:Michellep@Tooelecity.Org), Prior To The Meeting.

## Elton Park Cell Tower Site: Event History

<b>Date</b>	<b>Event</b>	<b>Comments</b>
May 4, 2011	Resolution 2011-22	Approval of a Site Lease with Option for a cell tower at Elton Park. The Option was for 1 year and could be renewed for 1 year. If the option were exercised, and the lease entered into, the rent would be: \$1,250/month (\$15,000/year).
April 1, 2012	Option renewal	Renewed the Option for another 1 year.
May 1, 2013	Resolution 2013-15	Approval of a Site Lease with Option 1 <sup>st</sup> amendment to allow another 1-year Option.
March 5, 2014	Resolution 2014-11	Approval of a Site Lease with Option 2 <sup>nd</sup> amendment to allow another 1-year Option.
December 4, 2019	Resolution 2019-79	Approval of a new Lease Agreement allowing a 1-year testing period.
February 20, 2020	Testing Period renewal	Renewed the Testing Period for another 1 year.
April 6, 2022	Resolution 2022-21	Approved Lease Agreement 1 <sup>st</sup> Amendment to allow an additional 1-year Testing Period.
March 28, 2023	Email	Request to approve Lease Agreement 2 <sup>nd</sup> Amendment for additional 1-year Testing Period.

**TOOELE CITY CORPORATION**

**ORDINANCE 2023-13**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 10-3-31 REGARDING SERVICE OF NOTICE OF PARKING VIOLATIONS.**

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah’s charter cities, including Tooele City, “the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law”; and,

WHEREAS, Utah Code Section 10-8-84 enables Tooele City to “pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city”; and,

WHEREAS, Tooele City Code Chapter 10-3 regulates parking on public rights-of-way, provides for civil penalties for parking violations, and requires service of notice of parking violations, defining “receipt of notice” to include (a) affixing notice to the violating vehicle, and (b) delivering notice in person to the vehicle owner; and,

WHEREAS, with regard to notices of violation for snow event parking violations, accumulated snow and ice on vehicles can make affixing notice to vehicles impractical, and personal notice is often unsuccessful due to no one being home, leaving a notice incapable of being served despite the violation; and,

WHEREAS, the Police Chief and City Administration suggest that other avenues of service of notice be permitted, including (c) affixing notice at the dwelling or business at the vehicle’s registered address, and (d) delivering notice by U.S. mail to the dwelling or business at the vehicle’s registered address; and,

WHEREAS, a vehicle’s registered address is provided by the vehicle’s registered owner to the State of Utah, and is required by State regulations to be current—that address, therefore, should be deemed a reliable address for service of the notice of violation; and,

WHEREAS, the City Finance Department mails a letter to the vehicle’s registered owner at the registered address stating the fact of the notice of violation having been issued, and providing payment and appeal information; and,

WHEREAS, the City Attorney has prepared Exhibit A indicating the four proposed methods of serving notice of parking violations; and,

WHEREAS, the proposed methods of service of notice protect due process and fairness and are consistent with administrative due process:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 10-3-31 is hereby amended as shown in Exhibit A.

This Ordinance is necessary for the immediate preservation of the peace, health and safety of Tooele City and shall take effect immediately upon publication.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

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Roger Evans Baker, Tooele City Attorney

## Exhibit A

Proposed Amended TCC Section 10-3-31

(1) the vehicle obstructs the normal and safe movement of vehicular, bicycle, or pedestrian traffic;

(2) the vehicle obstructs the normal and safe movement of authorized emergency vehicles and City service vehicles, including snow plows, in the performance of official duties;

(3) the vehicle otherwise creates a risk of danger to persons or damage to property; and,

(4) the vehicle is abandoned or displays common indicia of abandonment.

(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

#### **10-3-31. Violations - Penalties.**

(1) A violation of any provision of this Chapter shall be a civil offense.

(2) Any person violating any provision of this Chapter shall be liable for a \$50 civil penalty for each violation. Any penalty assessed under this Chapter may be in addition to such other penalties as may be provided in this Title.

(3) Any penalty that is not paid within 15 calendar days from the date of receipt of notice shall be increased to \$100.

(4) As used in this Chapter, "receipt of notice" means **any of the following:**

(a) ~~the affixing of~~ a notice to the vehicle alleged to have been in violation;

(b) **affixing a notice in a conspicuous place at the vehicle owner's address as indicated on vehicle registration records;**~~or~~

(c) ~~by delivering of~~ a notice to the owner or driver of the vehicle in violation;

(d) **delivering a notice by U.S. mail to the vehicle owner's address as indicated on vehicle registration records. Deliveries by U.S. mail are presumed received three days after posting.**

(2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

#### **10-3-32. Parking Violations - Appeal Procedure.**

Appeal of civil penalties imposed under this Chapter shall be to the Administrative Hearing Officer under Chapter 1-28 of this Code.

(Ord. 2019-11, 04-17-2019) (Ord. 2013-07, 04-17-2013)

(Ord. 2006-02, 01-04-2006) (Ord. 1990-08, 06-14-1990)

#### **10-3-33. Using Parking Lots and Vacant Lots to Display Used Vehicles for Sale.**

It shall be unlawful for the owner of a vehicle or boat, or for any other person, to park, cause to be parked, or allow to be parked the vehicle or boat on a vacant lot or parking lot owned by another person for the purpose of displaying the vehicle or boat for sale unless the owner or lessee of the property on which it is parked has given authorization for the vehicle or boat to be so parked.

(Ord. 2019-11, 04-17-2019) (Ord. 1994-29, 07-06-1994)

## TOOELE CITY CORPORATION

### RESOLUTION 2023-21

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH NELSON BROTHERS CONSTRUCTION COMPANY FOR THE WATER RECLAMATION FACILITY HEADWORKS PROJECT.**

WHEREAS, Tooele City owns and operates the Water Reclamation Facility (“Facility”), which includes a headworks building and equipment; and,

WHEREAS, due to aging infrastructure, it has become necessary to replace the headworks building and equipment for the proper functioning of the Facility as well as for additional future wastewater treatment capacity in order to meet growth demands within the City; and,

WHEREAS, on January 6, 2021, the City Council approved Resolution 2021-01 and an agreement with J-U-B Engineers for general engineering design services regarding maintenance, repair, and upgrade to the Facility, including the headworks building; and,

WHEREAS, the City solicited public bids for the Water Reclamation Facility Headworks Project (“Project”) in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated, as amended; and,

WHEREAS, Nelson Brothers Construction Company (“Nelson”) has submitted a total cost proposal of \$8,484,029 (Eight Million, Four Hundred Eighty-Four Thousand, Twenty-Nine Dollars) for Project, which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration proposes an additive alternate, in the amount of \$123,420 (One Hundred Twenty-Three Thousand, four Hundred Twenty Dollars), which Nelson added to its bid, for a combined low bid of \$8,607,449 (Eight Million, Six Hundred Thousand Seven, Four Hundred Forty-Nine Dollars); and,

WHEREAS, the City Code requires all claims against the City over \$30,000 to be approved by the City Council; and,

WHEREAS, funding for the project will be derived by a combination of general fund revenues, sewer enterprise revenues, and/or sewer impact fees; and,

WHEREAS, the City Administration requests an additional appropriation of \$715,000 (Seven Hundred Fifteen Thousand Dollars) as contingency for change orders for changed conditions and other contingencies which may arise during the Project, as reviewed and approved by the Mayor, creating a total proposed Project budget of \$9,322,449 (Nine Million, Three Hundred Twenty-Two Thousand, Four Hundred Forty-Nine Dollars):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL the City Council hereby approves an agreement (attached as Exhibit B) with Nelson Brothers Construction Company, in the amount \$8,607,449 (Eight Million, Six Hundred Thousand Seven, Four Hundred Forty-Nine Dollars) for the Water Reclamation Facility Headworks Project, and the additional contingency of \$715,000 (Seven Hundred Fifteen Thousand Dollars) is hereby approved, which may be used for changed conditions and other contingencies, as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

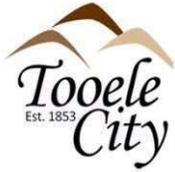
S E A L

Approved as to Form:

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

EXHIBIT A

Bid Tabulation



## TOOELE CITY CORPORATION

### Water Reclamation Facility Headworks Project

Bid opening March 22, 2023 at 2:00pm

	Name of Bidder	Base Bid Price	Additive Alternate
1	Nelson Brothers Construction Co.	\$ 8,484,029.00	\$ 123,420.00
2	VanCon Inc.	\$ 9,700,000.00	\$ 170,000.00
3	COP Construction, Inc.	\$ 9,886,992.00	\$ 86,930.00

### RECOMMENDED PROJECT BUDGET

	Item	Value
1	BASE BID (Nelson Brothers Construction)	\$ 8,484,029
2	ADDITIVE ALTERNATE	\$ 123,420
3	PROJECT CONTINGENCY	\$ 715,000
4	<b>TOTAL PROJECT AMOUNT (NOT TO EXCEED)</b>	<b>\$ 9,322,449</b>



EXHIBIT B

Agreement:

Nelson Brothers Construction Company

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

THIS AGREEMENT is by and between TOOELE CITY CORPORATION (“Owner”) and  
Nelson Brothers Construction Co. (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

The Tooele WRF Headworks consists of construction of a new headworks building, including installation of mechanical screens, wash presses, and grit removal system, as well as odor control provisions, HVAC and plumbing, electrical, instrumentation, site work, yard piping, and all other equipment and infrastructure needed to make the new facilities complete and operational. Major equipment has been pre-procured by the Owner and will be assigned to the General Contractor for installation and startup.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Tooele WRF Headworks**

**ARTICLE 3 – ENGINEER**

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

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work for the **Tooele WRF Headworks** Project will be substantially completed on or before **18 months from Notice to Proceed** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **30 days after substantial completion**.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  4. Liquidated damages shall not exceed 10% of the contract price regardless of days past contract dates.

#### 4.04 *Special Damages*

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

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. The bid amount is: **\$8,607,449.00 with breakdown as follows:**
1. **\$7,176,985.00, Schedule A: Base bid**
  2. **\$1,307,044.00, Schedule B: Pre-Procured Equipment**

3. \$64,000.00, Schedule C1; Bid Alternate – Existing Headworks channel fill
4. \$59,420.00: Schedule C2: Bid Alternate – Duct bank extension (Addendum No. 2)

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

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

## ARTICLE 7 – INTEREST

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

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8 inclusive).
  2. Performance bond (pages 1 to 4, inclusive).
  3. Payment bond (pages 1 to 4, inclusive).
  4. Other bonds.
    - a. [ ] (pages [ ] to [ ], inclusive).
  5. General Conditions (pages 1 to 72, inclusive).
  6. Supplementary Conditions (pages 1 to 9 inclusive).
  7. Specifications as listed in the table of contents.
  8. Drawings (not attached but incorporated by reference) consisting of sheets bearing the following general title: Tooele WRF Headworks.
  9. Addenda (numbers 1 to 3, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 11 inclusive).
  11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

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

### **10.02 Assignment of Contract**

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

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

OWNER:

CONTRACTOR:

Tooele City Corporation

Nelson Brother Construction Co.

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

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

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

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

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

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

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

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

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

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

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

Address for giving notices:

Address for giving notices:

90 NORTH MAIN

\_\_\_\_\_

TOOELE, UTAH, 84074

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

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

**APPROVED AS TO FORM**

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

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## TOOELE CITY CORPORATION

### RESOLUTION 2023-22

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH KILGORE CONTRACTING FOR THE 2023 ROADWAY RECONSTRUCTION AND WATER LINE REPLACEMENT PROJECT.**

WHEREAS, Tooele City has more than 225 lane miles of public roadway located within the City limits for which it has maintenance and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the Administration has elected to replace aging waterline within certain roadways while the roadway is being reconstructed; and,

WHEREAS, the City receives State roadway assistance (Road "C") funds together with additional funding from the State of Utah, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, funding of the waterline replacement will be through the culinary water enterprise funds, and funding of the curb and gutter and waterway replacement will be through the storm water revenue fund; and,

WHEREAS, the City solicited public bids for construction of the 2023 Roadway Reconstruction and Water Line Replacement Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Kilgore Contracting has submitted a cost proposal of One Million Six Hundred Sixty Six Thousand Nine Hundred Sixty Seven Dollars (\$1,666,967), which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Eighty Three Thousand Dollars (\$83,000) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Kilgore Contracting is hereby approved, in the amount of One Million Six Hundred Sixty Six Thousand Nine Hundred Sixty Seven Dollars(\$1,666,967), for completion of the 2023 Roadway Reconstruction and Water Line Replacement Project; and,

2. an additional Eighty Three Thousand Dollars (\$83,000) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

EXHIBIT A

Bid Tabulation

**2023 Roadway Reconstruction & Water Line Replacement Project**  
**BID TABULATION**  
 March 17, 2023

Item No.	Description	Estimated Quantity	Unit	Kilgore Contracting		Broken Arrow		R B Construction		PNL Construction	
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
<b>GENERAL</b>											
1	Mobilization	1	LS	\$119,353.25	\$119,353.25	\$107,100.00	\$107,100.00	\$157,920.00	\$157,920.00	\$195,000.00	\$195,000.00
<b>CULINARY WATER</b>											
2	Furnish and Install 8-Inch Diameter Waterline	3875	LF	\$69.75	\$270,281.25	\$88.86	\$344,332.50	\$52.63	\$203,941.25	\$105.00	\$406,875.00
3	Furnish and Install Waterline Connections to Existing Line	11	EA	\$2,900.00	\$31,900.00	\$3,629.05	\$39,919.55	\$690.90	\$7,599.90	\$5,800.00	\$63,800.00
4	Furnish and Install 8-inch Valves	16	EA	\$2,550.00	\$40,800.00	\$4,417.39	\$70,678.24	\$3,046.82	\$48,749.12	\$3,025.00	\$48,400.00
5	Furnish and Install Hot Tap Valves	2	EA	\$6,150.00	\$12,300.00	\$6,504.22	\$13,008.44	\$3,609.82	\$7,219.64	\$8,525.00	\$17,050.00
6	Remove and Replace Existing Fire Hydrant Assembly, Complete	4	EA	\$8,900.00	\$35,600.00	\$13,658.66	\$54,634.64	\$13,310.20	\$53,240.80	\$11,650.00	\$46,600.00
7	Remove and Salvage Existing Fire Hydrant	2	EA	\$1,600.00	\$3,200.00	\$4,672.08	\$9,344.16	\$1,171.59	\$2,343.18	\$1,200.00	\$2,400.00
8	Furnish and Install New Fire Hydrant Assembly, Complete	7	EA	\$7,475.00	\$52,325.00	\$12,851.10	\$89,957.70	\$9,653.55	\$67,574.85	\$11,225.00	\$78,575.00
9	Remove and Replace Existing Water Service Laterals and Meter	73	EA	\$4,350.00	\$317,550.00	\$4,502.95	\$328,715.35	\$2,604.73	\$190,145.29	\$3,020.00	\$220,460.00
10	Abandon Existing Water Valve	3	EA	\$850.00	\$2,550.00	\$1,557.36	\$4,672.08	\$909.81	\$2,729.43	\$750.00	\$2,250.00
11	Furnish and Install Water Valve and Monument Collars	27	EA	\$500.00	\$13,500.00	\$625.00	\$16,875.00	\$3,687.97	\$99,575.19	\$1,250.00	\$33,750.00
12	Raise and Collar Existing Manholes	20	EA	\$600.00	\$12,000.00	\$875.00	\$17,500.00	\$728.00	\$14,560.00	\$1,500.00	\$30,000.00
13	Remove and Replace Existing PRV Pipe and Fittings	1	LS	\$36,000.00	\$36,000.00	\$42,540.00	\$42,540.00	\$40,002.96	\$40,002.96	\$45,000.00	\$45,000.00
<b>ROADWAY / CONCRETE</b>											
14	Demolition and Disposal of Existing Asphalt and Base	158,000	SF	\$1.07	\$169,060.00	\$1.23	\$194,340.00	\$1.38	\$218,040.00	\$2.68	\$423,440.00
15	Demolition and Disposal of Existing Curb & Gutter and Subbase	50	LF	\$16.25	\$812.50	\$8.24	\$412.00	\$51.08	\$2,554.00	\$25.00	\$1,250.00
16	Demolition and Disposal of Existing Sidewalk and Subbase	420	SF	\$7.00	\$2,940.00	\$1.77	\$743.40	\$5.16	\$2,167.20	\$10.75	\$4,515.00
17	Remove and Dispose Existing Waterway and Subbase	120	SF	\$6.50	\$780.00	\$9.27	\$1,112.40	\$25.54	\$3,064.80	\$15.00	\$1,800.00
18	Furnish and Install Type "A" Curb & Gutter and Base	50	LF	\$60.25	\$3,012.50	\$99.22	\$4,961.00	\$646.61	\$32,330.50	\$45.00	\$2,250.00



EXHIBIT B

Agreement:

Kilgore Contracting

**DOCUMENT 00 52 00**

**AGREEMENT**

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: Kilgore Contracting
- B. Address: 7057 West 2100 South, Salt Lake City, Utah 84128
- C. Telephone number: (801) 250-0132
- D. Facsimile number: (801) 250-0083
- E. E-Mail: trevar.bradley@kilgorecontracting.com

**1.2 OWNER**

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

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**2023 Roadway Reconstruction and  
Water Line Replacement Project**

**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: One Million Six Hundred Sixty Six Thousand Nine Hundred Sixty Seven Dollars(\$1,666,9670)

## 2.2 CONTRACT TIME

- A. Substantial Completion of the Work shall occur by **October 1, 2023**. Final completion shall occur by **October 15, 2023**.
- B. For any of the work areas included within the project, work shall be substantially completed within 45 days of commencement of work on that particular street.

## 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:

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Michelle Y. Pitt  
Tooele City Recorder

S E A L

APPROVED AS TO FORM

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Roger Evans Baker  
Tooele City Attorney

END OF DOCUMENT

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**IMPACT FEE FACILITIES PLAN (IFFP)  
AND IMPACT FEE ANALYSIS (IFA)**  
PURSUANT TO 11-36A, UTAH CODE

**WASTEWATER FACILITIES**

MARCH 2023

TOOELE CITY, UTAH



# TABLE OF CONTENTS

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# IMPACT FEE FACILITIES PLAN & ANALYSIS CERTIFICATION

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## IFFP CERTIFICATION

LYRB certifies that the attached impact fee facilities plan:

1. includes only the costs of public facilities that are:
  - a. allowed under the Impact Fees Act; and
  - b. actually incurred; or
  - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
  - a. costs of operation and maintenance of public facilities;
  - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
  - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and,
3. complies in each and every relevant respect with the Impact Fees Act.

## IFA CERTIFICATION

LYRB certifies that the attached impact fee analysis:

1. includes only the costs of public facilities that are:
  - a. allowed under the Impact Fees Act; and
  - b. actually incurred; or
  - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
  - a. costs of operation and maintenance of public facilities;
  - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
  - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. offsets costs with grants or other alternate sources of payment; and,
4. complies in each and every relevant respect with the Impact Fees Act.

## LYRB makes this certification with the following caveats:

1. All of the recommendations for implementations of the IFFP made in the IFFP documents or in the IFA documents are followed by City Staff and elected officials.
2. If all or a portion of the IFFP or IFA are modified or amended, this certification is no longer valid.
3. All information provided to LYRB is assumed to be correct, complete, and accurate. This includes information provided by the City as well as outside sources.

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

## DEFINITIONS

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The following acronyms or abbreviations may be used in this document:

**AAGR:** Average Annual Growth Rate

**AF:** Acre Foot

**ERU:** Equivalent Residential Units

**GAL:** Gallons

**GPM:** Gallons per Minute

**GPD:** Gallons per Day

**IFA:** Impact Fee Analysis

**IFFP:** Impact Fee Facilities Plan

**LOS:** Level of Service

**LYRB:** Lewis Young Robertson and Burningham, Inc.

**MG:** Million Gallons

## SECTION 1: EXECUTIVE SUMMARY

The purpose of the Wastewater Impact Fee Facilities Plan (“IFFP”) and Analysis (“IFA”) is to fulfill the requirements established in Utah Code Title 11 Chapter 36a, the “Impact Fees Act”, and assist Tooele City (the “City”) in financing and constructing necessary capital improvements for future growth. This document will address the future wastewater infrastructure needed to serve the service area through the next ten years, as well as the appropriate impact fees the City may charge to new growth to maintain the existing level of service (“LOS”). This analysis was supported by the following documents:

- ☞ April 2009 Water Reclamation Facility Plan
- ☞ September 2022 Wastewater Collection System Master Plan
- ☞ November 2022 Memo updating the cost from the 2009 Water Reclamation Facility Plan
- ☞ November 2022 Memo Future Project List - Impact Fee Eligibilities

From these reports, along with information provided by the City, the impact fee facilities plan and analysis identified the following key elements:

- ☞ **Impact Fee Service Area:** The service area for wastewater impact fees includes all areas within the City.
- ☞ **Demand Analysis:** The demand units utilized in this analysis are based on typical usage patterns measured in peak and average gallons per day (“gpd”) and equivalent residential units (“ERUs”) generated from land-use types. As residential and commercial growth occurs within the City, additional ERUs will be generated. The wastewater capital improvements identified in this study are based on maintaining the existing LOS.
- ☞ **Level of Service:** The proposed LOS is based on the various system requirements for treatment and collection. **SECTION 3** of this report further explains the LOS.
- ☞ **Excess Capacity:** A buy-in component for treatment and collections is included in this analysis.
- ☞ **Capital Facilities Analysis:** Approximately \$12.3M in new treatment and collection system improvement costs are included in the calculation of the impact fee. All these costs are considered system improvements necessary to maintain the proposed LOS and meet the anticipated development activity over that same period.
- ☞ **Funding of Future Facilities:** This analysis assumes future growth-related facilities will be funded on a pay-as-you-go basis, utilizing impact fee and utility fee revenues.

## PROPOSED WASTEWATER IMPACT FEE

The IFFP must meet the legislative requirements found in the Impact Fee Act if it is to serve as a working document in the calculation of impact fees. The calculation of impact fees relies upon the information contained in this analysis. Impact fees are then calculated based on many variables centered on proportionality share and LOS. The table below illustrates the appropriate buy-in fee, the fee associated with projects occurring in the next ten years, and other costs related to the wastewater impact fee. The proportionate share analysis determines the proportionate cost assignable to new development based on the proposed capital projects and the estimated ERU demand served by the proposed projects.

TABLE 1.1: IMPACT FEE PER ERU

	TOTAL COST	% TO GROWTH	COST TO GROWTH	% TO IFFP GROWTH	COST TO IFFP GROWTH	DEMAND SERVED	COST PER ERU	% OF TOTAL
<b>Buy-In</b>								
Treatment	\$27,009,507	22%	\$5,905,629	94%	\$5,559,907	4,117	\$1,350	28.53%
Collection	\$11,158,121	41%	\$4,596,665	41%	\$1,875,939	4,117	\$456	9.64%
<b>Subtotal: Buy-In</b>	<b>\$38,167,628</b>				<b>\$7,435,846</b>		<b>\$1,806</b>	<b>38.17%</b>
<b>Future Facilities</b>								
Treatment	\$52,235,000	95.78%	\$50,032,552	16%	\$7,789,940	4,117	\$1,892	39.99%
Collection	\$10,211,620	44.00%	\$4,492,959	100%	\$4,492,959	4,117	\$1,091	23.06%
Impact Fee Interest Credit	(\$250,000)	100.00%	(\$250,000)	100%	(\$250,000)	4,117	(\$61)	-1.29%
Professional Expense	\$11,626	100.00%	\$11,626	100%	\$11,626	4,117	\$3	0.06%
<b>Subtotal: Future Facilities</b>	<b>\$62,208,246</b>				<b>\$12,044,525</b>		<b>\$2,925</b>	<b>61.83%</b>
<b>Total</b>	<b>\$100,375,874</b>				<b>\$19,480,371</b>		<b>\$4,731</b>	<b>100.00%</b>
						<b>Treatment Total</b>	<b>\$3,203</b>	<b>67.70%</b>
						<b>Collection Total</b>	<b>\$1,528</b>	<b>32.30%</b>

**NON-STANDARD WASTEWATER IMPACT FEES**

The City reserves the right under the Impact Fees Act<sup>1</sup> to assess an adjusted fee that more closely matches the true impact that the land use will have upon the City’s wastewater system. The adjustment for non-standard wastewater impact fees could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category. A developer may submit studies and data for a particular development and request an adjustment. The impact fee for non-standard development would be determined based on LOS variables presented in this report, calculated on a case-by-case basis.

**FORMULA FOR NON-STANDARD WASTEWATER IMPACT FEES:**

**Treatment:** (Total Average Daily Demand (GPD) / 170 (GPD)) \* Treatment Impact Fee/ERU (\$3,203) = Treatment Fee

**Collection:** (Total Peak Daily Demand (GPD) / 230 (GPD)) \* Collection Impact Fee/ERU (\$1,528) = Collection Fee

**Treatment Fee + Collection Fee = Total Impact Fee**

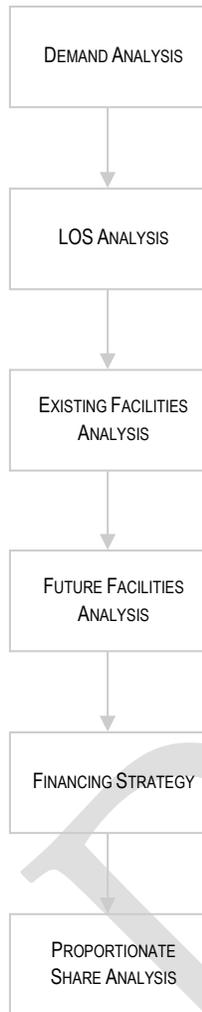
For purposes of impact fees, an ERU is defined as 170 GPD average demand for treatment and 230 GPD peak demand for collection.

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<sup>1</sup> UC 11-36a-402(1)(c)

## SECTION 2: GENERAL IMPACT FEE METHODOLOGY

FIGURE 2.1: IMPACT FEE METHODOLOGY



The purpose of this study is to fulfill the requirements of the Impact Fees Act regarding the establishment of an IFA<sup>2</sup>. The sections of this report identify the demands placed upon the City's existing facilities by future development and evaluate how these demands will be met by the City, as well as the future improvements required to maintain the existing LOS. The purpose is to proportionately allocate the cost of the new facilities and any excess capacity to new development, while ensuring that all methods of financing are considered. The following elements are important considerations when completing an IFA.

### DEMAND ANALYSIS

The demand analysis serves as the foundation for this analysis. This element focuses on a specific demand unit related to each public service – the existing demand on public facilities and the future demand as a result of new development that will impact system facilities.

### LEVEL OF SERVICE ANALYSIS

The demand placed upon existing public facilities by existing development is known as the existing LOS. Through the inventory of existing facilities, combined with population growth assumptions, this analysis identifies the LOS which is provided to a community's existing residents and ensures that future facilities maintain these standards.

### EXISTING FACILITY INVENTORY

In order to quantify the demands placed upon existing public facilities by new development activity, the IFFP provides an inventory of the City's existing system improvements. The inventory does not include project improvements. The inventory of existing facilities is important to properly determine the excess capacity of existing facilities and the utilization of excess capacity by new development. Any excess capacity identified within existing facilities can be apportioned to future new development.

### FUTURE CAPITAL FACILITIES ANALYSIS

The demand analysis, existing facility inventory and LOS analysis allow for the development of a list of capital projects necessary to serve new growth and to maintain the existing system. This list includes any excess capacity of existing facilities as well as future system improvements necessary to maintain the LOS. Any demand generated from new development that overburdens the existing system beyond the existing capacity justifies the construction of new facilities.

### FINANCING STRATEGY

This analysis must also include a consideration of all revenue sources, including impact fees, debt issuance, alternative funding sources, and the dedication (aka donations) of system improvements, which may be used to finance system improvements.<sup>3</sup> In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.<sup>4</sup>

### PROPORTIONATE SHARE ANALYSIS

The written impact fee analysis is required under the Impact Fees Act and must identify the impacts placed on the facilities by development activity and how these impacts are reasonably related to the new development. The written impact fee analysis must include a proportionate share analysis, clearly detailing each cost component and the methodology used to calculate each impact fee. A local political subdivision or private entity may only impose impact fees on development activities when its plan for financing system improvements establishes that impact fees are necessary to achieve an equitable allocation of the costs borne in the past and to be borne in the future (UCA 11-36a-302).

<sup>2</sup> UC 11-36a-301,302,303,304

<sup>3</sup> UC 11-36a-302(2)

<sup>4</sup> UC 11-36a-302(3)

### **SYSTEM VS. PROJECT IMPROVEMENTS**

System improvements are defined as existing and future public facilities designed and intended to provide services to service areas within the community at large.<sup>5</sup> Project improvements are improvements and facilities that are planned and designed to provide service for a specific development (resulting from a development activity) and considered necessary for the use and convenience of the occupants or users of that development.<sup>6</sup> References to facilities, amenities, projects, etc. within this analysis are referring to System Improvements unless otherwise stated.

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<sup>5</sup> UC 11-36a-102(20)

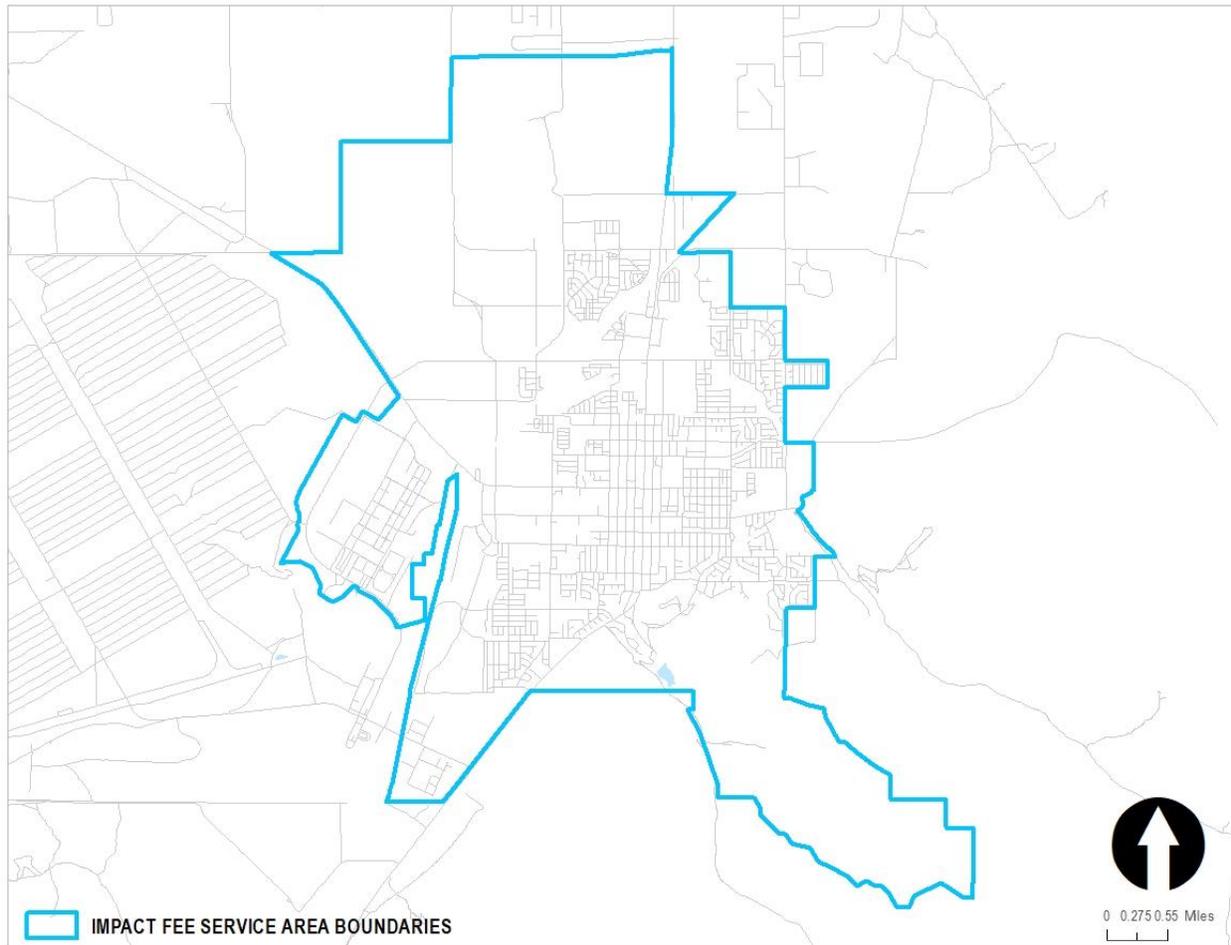
<sup>6</sup> UC 11-36a102(13)

## SECTION 3: OVERVIEW OF SERVICE AREA, DEMAND, AND LOS

### SERVICE AREAS

Utah Code requires the impact fee enactment to establish one or more service areas within which impact fees will be imposed.<sup>7</sup> The impact fees identified in this document will be assessed to a single, city-wide service area.

FIGURE 3.1: WASTEWATER SERVICE AREA



It is anticipated that the growth projected over the next ten years, and through buildout, will impact the City's existing services. wastewater infrastructure will need to be expanded in order to maintain the existing level of service ("LOS"). Impact fees are a logical and sound mechanism for funding growth-related infrastructure. The IFFP and this analysis are designed to accurately assess the true impact of a particular user upon the City's infrastructure and prevent existing users from subsidizing new growth. This analysis also ensures that new growth is not paying for existing system deficiencies. Impact fees should be used to fund the costs of growth-related capital infrastructure based upon the historic funding of the existing infrastructure and the intent of the City to equitably allocate the costs of growth-related infrastructure in accordance with the true impact that a user will place on the system.

<sup>7</sup> UC 11-36a-402(a)

## DEMAND UNITS

As shown in **TABLE 3.1**, the growth in ERUs is expected to reach 18,517 units by 2030. This represents an increase of 4,117 ERUs.

**TABLE 3.1: CITY-WIDE ERU PROJECTIONS**

YEAR	PROJECTED ERUs
2020	14,400
2030	18,517
2060	24,488
<b>IFFP Increase</b>	<b>4,117</b>

Source: Tooele City Wastewater Collection Master Plan 2022 Appendix B

## LEVEL OF SERVICE STANDARDS

Impact fees cannot be used to finance an increase in the LOS to current or future users of system improvements. Therefore, it is important to identify the wastewater LOS currently provided within the City to ensure that the new capacities of projects financed through impact fees do not exceed the established standard.

The treatment LOS is determined based on average flow generation expressed in gpd. In addition, the Master Plan considered a peaking factor of 1.54 for wastewater. The total system capacity will be considered for each component, compared to the requirements needed to maintain the identified performance standard for existing development. If the existing system capacity is less than the performance standard, it represents a deficiency. If it is greater than the performance standard, it may indicate excess capacity. The Master Plan also considers infiltration and inflow impacts when determining facility sizing.

**TABLE 3.2: MASTER PLAN LOS VARIABLES**

TREATMENT PLANT	1/1/2019
Gallons (1 Month)	74,899,594
GPD	2,416,116
ERUs	14,400
GPD per ERU	167.79
Hydraulic Loading (GPD/ERU)	170.00
<b>Treatment LOS (GPD/ERU)</b>	<b>170.00</b>
<b>Collection (Peak) LOS</b>	<b>230.00</b>

Source: Tooele Wastewater Collection System Master Plan, p. 4-1 and 4-2

## SECTION 4: EXISTING FACILITIES & EXCESS CAPACITY

### EXISTING FACILITIES

The City's existing system is defined by the capacity variables found in **TABLE 4.1**.

**TABLE 4.1: SUMMARY OF EXISTING FACILITIES**

COMPONENT	CAPACITY	UNIT	EXISTING VALUE*	SOURCE
Treatment	3.40	MGD	\$27,009,507	Tooele City Wastewater Master Plan 2022, p. 2-1, LYRB
Collection	The existing Tooele City wastewater collection system consists of nearly 175 miles of pipeline and over 3,300 manholes. The pipe sizes range from 6-inch diameter to 30-inch diameter pipe.		\$11,158,121	Tooele City Wastewater Master Plan 2022, p. 2-1, LYRB

\*Based on Original Value Found in City's Depreciation Schedule, including any interest related to debt service.

### EXCESS CAPACITY

The intent of the equity buy-in component is to recover the costs of the unused capacity in existing infrastructure from new development. This section addresses any excess capacity within the wastewater system.

#### TREATMENT

The City's current treatment capacity is 3.4 MGD. Existing development requires 2.66 MGD, leaving 0.74 MGD of excess capacity (or 21.9 percent of the total system). The excess capacity can serve another 4,373 ERUs.

The treatment buy-in component is calculated using the original cost of existing assets as presented in the City's financial records. The total value of existing treatment facilities is estimated at \$27,009,507, with \$5,905,629 allocated to buy-in as shown in **TABLE 4.2** and **4.4**.

**TABLE 4.4: VALUATION OF EXISTING TREATMENT FACILITIES**

<b>Original Value</b>	<b>\$21,587,709</b>
<b>Interest Paid on Treatment Plant</b>	
Series 1997B	\$2,776,448
Series 2010 (Taxable)	\$497,818
Series 2011 Refunding	\$2,147,532
<b>Total Interest</b>	<b>\$5,421,797</b>
<b>Total Treatment Value</b>	<b>\$27,009,507</b>

#### COLLECTION SYSTEM

The collection system is evaluated based on providing benefit to development through buildout. The total ERUs served from the collection system is 24,488. New growth through buildout represents 41 percent of the total demand, with the IFFP demand a fraction of the new development through buildout. **TABLE 4.3** illustrates the calculation of the collection system buy-in.

#### MANNER OF FINANCING EXISTING PUBLIC FACILITIES

The City has funded its existing capital infrastructure through a combination of different revenue sources, including impact fees, user fees, dedications, the issuance of debt, and grant monies. This analysis has removed all funding that has come from federal grants and donations to ensure that none of those infrastructure items are included in the LOS.

**TABLE 4.2: CALCULATION OF EXCESS TREATMENT CAPACITY**

Design Capacity (MGD)	3.40
Total Existing Demand (MGD)	2.66
Excess/(Deficiency) (MGD)	0.74
Excess/(Deficiency) as % of Total Reliable Capacity	21.9%
Total ERUs Served by Excess Capacity	4,373
Total Value of Treatment System	\$27,009,507
Excess Capacity Value	\$5,905,629
IFFP Demand	4,117
IFFP Demand as % of New Growth	94%
<b>Value to IFFP Demand</b>	<b>\$5,559,907</b>

**TABLE 4.3: CALCULATION OF EXCESS COLLECTION CAPACITY**

Collection System Value	\$21,119,827
Eligible System Improvements	\$11,158,121
Total ERUs Served	24,488
New Growth Through Buildout	10,088
Growth as % of Buildout	41%
Cost to Growth	\$4,596,665
IFFP Demand	4,117
IFFP Demand as % of New Growth	41%
<b>Value to IFFP Demand</b>	<b>\$1,875,939</b>

## SECTION 5: CAPITAL FACILITY ANALYSIS

The estimated costs attributed to new growth were analyzed based on existing development versus future development patterns, as well as through an analysis of flow data. From this analysis, a portion of future infrastructure costs were attributed to new growth and included in this impact fee analysis as shown in **TABLE 5.1 AND 5.2**. The costs of capital projects related to curing existing deficiencies cannot be funded through impact fees and were not included in the calculation of the impact fees. A four percent annual construction inflation adjustment is applied to projects completed after 2022 (the base year cost estimate).

**TABLE 5.1: ILLUSTRATION OF WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENTS**

PROJECT ID	DESCRIPTION	COST <sup>1</sup>	YEAR	CONSTRUCTION YEAR COST	GROWTH RELATED	GROWTH RELATED COST	% IFFP ELIGIBLE	COST TO IFFP
E-1	Remove and upgrade existing 8" gravity line to 200 ft of 10" gravity line.	\$120,000	2024	\$129,792	41%	\$53,469	100%	\$53,469
E-2	Remove and upgrade existing 12" gravity line to 2,100 ft of 15" gravity line.	\$1,260,000	2025	\$1,417,329	41%	\$583,878	100%	\$583,878
E-3	Remove and upgrade existing 12" gravity line to 2,550 ft of 15" gravity line.	\$1,520,000	2026	\$1,778,185	41%	\$732,536	100%	\$732,536
E-4	Remove and upgrade existing 18" and 21" gravity line to 6,500 ft of 24" gravity line. Contains 36" bore for 115 ft under railroad tracks.	\$5,260,000	2027	\$6,399,594	41%	\$2,636,357	100%	\$2,636,357
F-1	Remove and upgrade existing 30" gravity line to 160 ft of 36" gravity line.	\$450,000	2024	\$486,720	100%	\$486,720	100%	\$486,720
<b>Total</b>		<b>\$8,610,000</b>		<b>\$10,211,620</b>		<b>\$4,492,959</b>		<b>\$4,492,959</b>

<sup>1</sup>All costs include 25% for engineering, administrative costs, and contingencies. Costs are shown in 2022 dollars.

Source: Tooele Wastewater Collection System Master Plan, p. 8-2 and 8-3

Notes: These projects have capacity to serve existing demand and demand through 2060

The City has identified additional treatment improvements that will be needed to maintain the total capacity of the facility and provide necessary system redundancy. The total growth-related cost is estimated at \$12.6M. Based on the total capacity added by the proposed improvements, the fee per GPD is \$11.13 or a cost of \$1,892 per ERU.

**TABLE 5.2: ILLUSTRATION OF WASTEWATER TREATMENT SYSTEM CAPITAL IMPROVEMENTS**

PROJECT DESCRIPTION	COST	ADDITIONAL CAPACITY (MGD)	YEAR	CONSTRUCTION YEAR COST	GROWTH RELATED	GROWTH RELATED COST	% IN IFFP PLANNING HORIZON	IFFP COSTS	\$/GPD
Biosolids Drying Process + Dewatering Equipment	\$10,513,000	1.40	2024	\$11,370,861	41%	\$4,662,053	100%	\$4,662,053	\$8.12
Waste Solids Holding/Digestion + Thickener Replacement	\$2,289,000	1.40	2025	\$2,574,814	41%	\$1,055,674	100%	\$1,055,674	\$1.84
Tertiary Filter Retrofit	\$1,763,000	6.70	2023	\$1,833,520	77%	\$1,411,810	100%	\$1,411,810	\$0.27
New Headworks Building and Equipment	\$7,318,000	8.50	2023	\$7,610,720	72%	\$5,479,718	100%	\$5,479,718	\$0.90
Oxidation Ditch (1.7 MGD basis)	\$19,600,000	1.70	2028	\$24,800,253	100%	\$24,800,253	0%	\$0	\$0.00
Aeration Support Facilities	\$2,126,000	1.70	2025	\$2,391,461	100%	\$2,391,461	0%	\$0	\$0.00
Clarifiers 4 and 5, Piping, and Splitter Structure	\$5,626,000	1.70	2026	\$6,581,624	100%	\$6,581,624	0%	\$0	\$0.00
New RAS/WAS Pumping Facilities	\$3,000,000	1.70	2027	\$3,649,959	100%	\$3,649,959	0%	\$0	\$0.00
<b>Total Estimated Project Costs</b>	<b>\$52,235,000</b>	<b>24.80</b>		<b>\$60,813,211</b>		<b>\$50,032,552</b>		<b>\$12,609,255</b>	<b>\$11.13</b>
								<b>LOS (GPD/ERU)</b>	<b>170.00</b>
								<b>Cost per ERU</b>	<b>\$1,892.14</b>

Source: Memo Future Project List - Impact Fee Eligibilities, Table 1

The IFFP has determined the projects included in this analysis using capital project and engineering data, planning analysis and other information. The accuracy and correctness of this plan is contingent upon the accuracy of the data and assumptions. Any deviations or changes in the assumptions due to changes in the economy or other relevant information used by the City for this study may cause this plan to be inaccurate and may require modifications.

## SYSTEM VS. PROJECT IMPROVEMENTS

System improvements are defined as existing and future public facilities that are intended to provide services to service areas within the community at large.<sup>8</sup> Project improvements are improvements and facilities that are planned and designed to provide service for a specific development and considered necessary for the use and convenience of the occupants or users of that specific development.<sup>9</sup> This analysis only includes the costs of system improvements related to new growth within the proportionate share analysis.

## FUNDING OF FUTURE FACILITIES

The IFFP must also include a consideration of all revenue sources, including impact fees and the dedication (donations) of system improvements, which may be used to finance system improvements.<sup>10</sup> In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.<sup>11</sup>

In considering the funding of future facilities, the City has determined the portion of future projects that will be funded by impact fees as growth-related, system improvements. Impact fees are an appropriate funding and repayment mechanism of the growth-related improvements. Where applicable, impact fees will offset the cost of future facilities. However, impact fees cannot be used to fund non-qualified expenses (i.e. the costs to cure existing deficiencies, to raise the LOS, to recoup more than the actual cost of system improvements, or the cost to fund overhead). Other revenues such as utility rate revenue, property taxes, grants, or loans can be used to fund these types of expenditures, as described below.

### UTILITY RATE REVENUES

Utility rate revenues serve as the primary funding mechanism within enterprise funds. Rates are established to ensure appropriate coverage of all operations and maintenance expenses, as well as all non-growth related debt service and capital project needs.

### PROPERTY TAX REVENUES

Property tax revenues are not specifically identified in this analysis as a funding source for growth-related capital projects, but inter-fund loans may be made from the general fund which will ultimately include some property tax revenues. Interfund loans will be repaid once sufficient impact fee revenues have been collected. The City follows Utah Code 10-6-132 which requires interest to be accrued on interfund loans. Property tax revenue are generally not used to support enterprise funds.

### GRANTS AND DONATIONS

Grants and donations are not currently contemplated in this IFFP. However, the impact fees will be adjusted if grants become available to reflect the grant monies received. A donor and the City may enter into a Development Agreement which may entitle the donor to a reimbursement for the value of the system improvements, up to the LOS, funded through impact fees if donations are made by new development.

### IMPACT FEE REVENUES

Impact fees are charged to ensure that new growth pays its proportionate share of the costs for the development of public infrastructure. Impact fee revenues can also be attributed to the future expansion of public infrastructure if the revenues are used to maintain an existing LOS. Increases to an existing LOS cannot be funded with impact fee revenues. Impact fee revenues are generally considered non-operating revenues and help offset future capital costs.

### DEBT FINANCING

In the event the City has not accumulated sufficient impact fees to pay for the construction of time-sensitive or urgent capital projects needed to accommodate new growth, the City must look to revenue sources other than impact fees for funding. The Impact Fees Act allows for the costs related to the financing of future capital projects to be legally included in the impact fee. This

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<sup>8</sup> UC 11-36a-102(20)

<sup>9</sup> UC 11-36a102(13)

<sup>10</sup> UC 11-36a-302(2)

<sup>11</sup> UC 11-36a-302(3)

allows the City to finance and quickly construct infrastructure for new development and reimburse itself later from impact fee revenues for the costs of principal, interest, and costs of issuance.

This analysis assumes future growth-related facilities will be funded on a pay-as-you-go basis, utilizing impact fee and utility fee revenues.

## **EQUITY OF IMPACT FEES**

Impact fees are intended to recover the costs of capital infrastructure that relate to future growth. The impact fee calculations are structured for impact fees to fund 100 percent of the growth-related facilities identified in the proportionate share analysis as presented in the impact fee analysis. Even so, there may be years that impact fee revenues cannot cover the annual growth-related expenses. In those years, growth-related projects may be delayed, or other revenues such as general fund revenues or other fund's revenues and/or fund balance reserves may be used to make up any annual deficits. Any borrowed funds are to be repaid in their entirety through subsequent impact fees.

## **NECESSITY OF IMPACT FEES**

An entity may only impose impact fees on development activity if the entity's plan for financing system improvements establishes that impact fees are necessary to achieve parity between existing and new development. This analysis has identified the improvements to public facilities and the funding mechanisms to complete the suggested improvements. Impact fees are identified as a necessary funding mechanism to help offset the costs of capital improvements related to new growth. In addition, alternative funding mechanisms are identified to help offset the cost of future capital improvements.

## SECTION 6: WASTEWATER IMPACT FEE CALCULATION

### PROPOSED WASTEWATER IMPACT FEE

The IFFP must properly complete the legislative requirements found in the Impact Fee Act if it is to serve as a working document in the calculation of appropriate impact fees. The improvements identified in this IFFP are necessary for new development to maintain the existing LOS. The total system costs are divided by the total demand units the projects are designed to serve.

#### COMBINED WASTEWATER IMPACT FEE CALCULATION

The wastewater impact fees proposed in this analysis will be assessed within all areas of the City. TABLE 6.1 below illustrates the appropriate buy-in component, the fee associated with projects occurring in the next ten years and the applicable planning and interest costs. The proportionate share analysis determines the proportionate cost assignable to new development based on the proposed capital projects and the estimated ERU demand served by the proposed projects, in this case, the ERUs over the next ten years, which are illustrated in TABLE 3.1.

TABLE 6.1: CALCULATION OF PROPORTIONATE IMPACT FEE

	TOTAL COST	% TO GROWTH	COST TO GROWTH	% TO IFFP GROWTH	COST TO IFFP GROWTH	DEMAND SERVED	COST PER ERU	% OF TOTAL
<b>Buy-In</b>								
Treatment	\$27,009,507	22%	\$5,905,629	94%	\$5,559,907	4,117	\$1,350	28.53%
Collection	\$11,158,121	41%	\$4,596,665	41%	\$1,875,939	4,117	\$456	9.64%
<b>Subtotal: Buy-In</b>	<b>\$38,167,628</b>				<b>\$7,435,846</b>		<b>\$1,806</b>	<b>38.17%</b>
<b>Future Facilities</b>								
Treatment	\$52,235,000	95.78%	\$50,032,552	16%	\$7,789,940	4,117	\$1,892	39.99%
Collection	\$10,211,620	44.00%	\$4,492,959	100%	\$4,492,959	4,117	\$1,091	23.06%
Impact Fee Interest Credit	(\$250,000)	100.00%	(\$250,000)	100%	(\$250,000)	4,117	(\$61)	-1.29%
Professional Expense	\$11,626	100.00%	\$11,626	100%	\$11,626	4,117	\$3	0.06%
<b>Subtotal: Future Facilities</b>	<b>\$62,208,246</b>				<b>\$12,044,525</b>		<b>\$2,925</b>	<b>61.83%</b>
<b>Total</b>	<b>\$100,375,874</b>				<b>\$19,480,371</b>		<b>\$4,731</b>	<b>100.00%</b>
						<b>Treatment Total</b>	<b>\$3,203</b>	<b>67.70%</b>
						<b>Collection Total</b>	<b>\$1,528</b>	<b>32.30%</b>

#### NON-STANDARD WASTEWATER IMPACT FEES

The City reserves the right under the Impact Fees Act<sup>12</sup> to assess an adjusted fee that more closely matches the true impact that the land use will have upon the City's wastewater system. The adjustment for non-standard wastewater impact fees could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category. A developer may submit studies and data for a particular development and request an adjustment. The impact fee for non-standard development would be determined based on LOS variables presented in this report, calculated on a case-by-case basis.

#### FORMULA FOR NON-STANDARD WASTEWATER IMPACT FEES:

**Treatment:** (Total Average Daily Demand (GPD) / 170 (GPD)) \* Treatment Impact Fee/ERU (\$3,203) = Treatment Fee

**Collection:** (Total Peak Daily Demand (GPD) / 230 (GPD)) \* Collection Impact Fee/ERU (\$1,528) = Collection Fee

#### Treatment Fee + Collection Fee = Total Impact Fee

For purposes of impact fees, an ERU is defined as 170 GPD average demand for treatment and 230 GPD peak demand for collection.

### CONSIDERATION OF ALL REVENUE SOURCES

The Impact Fees Act requires the proportionate share analysis to demonstrate that impact fees paid by new development are the most equitable method of funding growth-related infrastructure. See SECTION 5 for further discussion regarding the consideration of revenue sources.

<sup>12</sup> UC 11-36a-402(1)(c)

## EXPENDITURE OF IMPACT FEES

Legislation requires that impact fees should be spent or encumbered with six years after each impact fee is paid. Impact fees collected should be spent only on those projects outlined in the IFFP as growth related costs to maintain the LOS.

## PROPOSED CREDITS OWED TO DEVELOPMENT

Credits may be applied to developers who have constructed and donated system facilities to the City that are included in the IFFP in-lieu of impact fees. Credits for system improvements may be available to developers up to, but not exceeding, the amount commensurate with the LOS identified within this IFA. Credits will not be given for the amount by which system improvements exceed the LOS identified within this IFA. This situation does not apply to developer exactions or improvements required to offset density or as a condition of development. Any project that a developer funds must be included in the IFFP if a credit is to be issued.

In the situation that a developer chooses to construct system facilities found in the IFFP in-lieu of impact fees, the decision must be made through negotiation with the developer and the City on a case-by-case basis.

## GROWTH-DRIVEN EXTRAORDINARY COSTS

The City does not anticipate any extraordinary costs necessary to provide services to future development.

## SUMMARY OF TIME PRICE DIFFERENTIAL

The Impact Fees Act allows for the inclusion of a time price differential to ensure that the future value of costs incurred at a later date are accurately calculated to include the costs of construction inflation. A four percent annual construction inflation adjustment is applied to projects completed after 2022 (the base year cost estimate).

<b>150 West Street</b>						
<u>Corresponding Map</u>	<u>Section</u>	<u>Existing Surface</u>	<u>Asphalt (min.)</u>	<u>Curb &amp; Gutter</u>	<u>Sidewalk Required</u>	<u>Notes</u>
Page 1	650 North – 600 North	18 - 30 Feet	30 Feet	Required	West Side	Brand new pavement ≈30 feet with curb, gutter, and sidewalk on one side; Necks down to ≈18 feet of pavement for north 180 feet of this segment;
Page 2	600 North – 500 North	16 - 33 Feet	30 Feet	Required	East Side	Good access off of 500 North with 33 feet of pavement; Narrows to ≈16 feet of pavement towards the center then back to 33 feet; Vehicles or other items as possible access impediments; Curb, gutter, and sidewalk on one side by the apartments
Page 3	500 North – 400 North	14 - 18 Feet	30 Feet	Required	Not Required	≈14-18 feet of pavement throughout; several properties have vehicles or items as possible access impediments
Page 4	400 North – Utah Avenue	18 Feet	30 Feet	Required	Not Required	≈18 - 20 feet of pavement; Vehicles or other items as possible access impediments; Access off of 400 North has significant dip
Page 5	Utah Avenue – Vine Street	33 Feet	30 Feet	Required	Both Sides	≈33 feet of pavement throughout; curb, gutter, and sidewalk on both sides for the majority of segment
Page 6	Vine Street – 100 South	20 Feet	30 Feet	Required	Not Required	≈20 feet of pavement throughout segment; No other improvements
Page 7	100 South – 200 South	20 - 25 Feet	30 Feet	Required	West Side	Curb, gutter and sidewalk for the first 400 feet on the south end; 25 feet of pavement on the south end for ≈400 feet then necks down to ≈20 feet
Page 8	200 South – 400 South	16 Feet	30 Feet	Required	Not Required	Significant dip at the entrance from 400 South & from 200 South; Narrow pavement ≈16 feet; Vehicles and trees as possible access impediments
<b>50 West Street</b>						
<u>Corresponding Map</u>	<u>Section</u>	<u>Existing Surface</u>	<u>Asphalt (min.)</u>	<u>Curb &amp; Gutter</u>	<u>Sidewalk Required</u>	<u>Notes</u>
Page 9	600 North – 500 North	14 - 22 Feet	30 Feet	Required	Not Required	Pavement is narrow with no curb, gutter, or other improvements; Vehicles or other items as possible access impediments; Very significant dip on the South entrance from 500 North
Page 10	500 North – 400 North	25 Feet	30 Feet	Required	West Side	Access okay
Page 11	400 North – Utah Avenue	25 Feet	30 Feet	Required	East Side	Access okay
Page 12	Utah Avenue – Vine Street	22 – 30 Feet	30 Feet	Required	West Side	Some narrow areas; There is a dip on the North entrance from Utah Ave.
Page 13	Vine Street – 100 South	26+ Feet	30 Feet	Required	West Side	Plenty of Access
Page 14	100 South – 200 South	16 - 20 Feet	30 Feet	Required	One Side	Narrow south end and unimproved north end for ≈260 feet; Significant dip on the entrance from 200 South; North 400 feet of the road is improved, wider, with curb, gutter, sidewalk

Page 15	200 South – 400 South	14+ Feet	30 Feet	Required	Not Required	Narrow throughout segment, as low as 14 feet of pavement; Trees towards the middle of this segment that would impede fire engines and ladder trucks; There is a significant dip on the north access from 200 South
Page 16	400 South – 520 South	16 Feet	30 Feet	Required	Not Required	Narrow throughout this whole segment, ≈16 feet of pavement with no improvements on either side
Page 17	520 South – Main Street	30 Feet	30 Feet	Required	East Side	North end from 520 South ≈620 feet; South is improved with 30 feet of pavement; South end, last 400 feet is narrow with no curb or gutter
<b>Garden Street (50 East)</b>						
<u>Corresponding Map</u>	<u>Section</u>	<u>Existing Surface</u>	<u>Asphalt (min.)</u>	<u>Curb &amp; Gutter</u>	<u>Sidewalk Required</u>	<u>Notes</u>
Intermediate Class	700 North – 600 North	26 Feet	30 Feet	Required	West Side	Curb, gutter & some sidewalk on one side; ≈26 feet width throughout the section
Intermediate Class	600 North – 500 North	30 - 33 Feet	30 Feet	Required	Not Required	Curb & gutter throughout with ≈30-33 feet of pavement
Intermediate Class	500 North – 400 North	30 Feet	30 Feet	Required	Not Required	Curb & gutter throughout with ≈30 feet widths for the entire section; Vehicles as possible access impediments at north end; 400 North has significant dip to Garden Street
Intermediate Class	400 North – Utah Avenue	26 - 30 Feet	30 Feet	Required	Not Required	Curb & gutter throughout with ≈26-30 feet of pavement; 400 North has significant dip to Garden Street
Intermediate Class	Utah Avenue – Vine Street	30 - 33 Feet	30 Feet	Required	Both Sides	Curb, gutter, and sidewalk throughout with ≈30-33 feet of pavement throughout
Page 18	100 South – 200 South	14 - 16 Feet	30 Feet	Required	Not Required	≈14-16 feet of pavement throughout segment; Vehicles and trees as possible access impediments
Page 19	200 South – 400 South	14 Feet	30 Feet	Required	Not Required	≈14 feet of pavement throughout segment; All access is narrow; Vehicles as possible access impediments; Entrances from 200 South & 400 South have significant dip
Page 20	400 South – Skyline Drive	15 - 23 Feet	30 Feet	Required	Not Required	South end 400 feet has ≈23 feet width; Necks down to ≈18 feet; Narrow to ≈15 feet at north end; Access from Garden Street is significantly steep for fire department access

Notes:

- \* Existing ROW Width is based on survey data from approved development projects within a street segment being an assumed consistent ROW width for the entire segment.
- \*\* Parkstrips are not required.

# 150 West Pictures/Comments/Suggestions



## 400 South – 200 South

Entrance to 150 West from 400 South



North End of 150 West near 200 S. Cars parked and Tree impede on access.

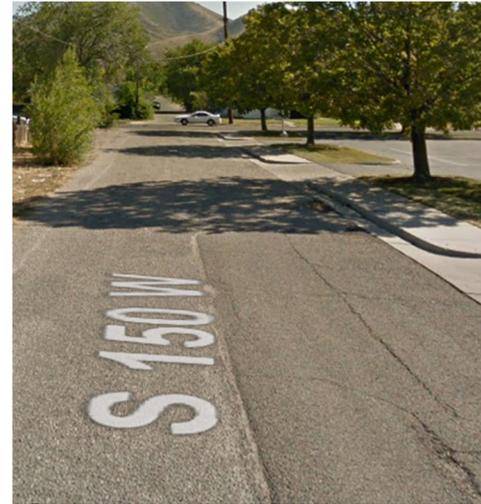
Fire recommends that asphalt widths adhere to 30 feet as stated in Tooele City Code 7-4-11. Recently passed State Legislation for residential roadways is currently set at 32 feet of asphalt.

Fire also recommends that the water system be updated to provide fire line/hydrants throughout this section. This would allow for the proper coverage distances needed per code.

# 150 West Pictures/Comments/Suggestions



200 South – 100 South



Fire recommends that asphalt widths adhere to 30 feet as stated in Tooele City Code 7-4-11. Recently passed State Legislation for residential roadways is currently set at 32 feet of asphalt.

Fire also recommends that the water system be updated to provide fire line/hydrants throughout this section. This would allow for the proper coverage distances needed per code.

## 150 West Pictures/Comments/Suggestions



### 100 South – Vine Street



Fire recommends that asphalt widths adhere to 30 feet as stated in Tooele City Code 7-4-11. Recently passed State Legislation for residential roadways is currently set at 32 feet of asphalt.

Fire also recommends that the water system be updated to provide fire line/hydrants throughout this section. This would allow for the proper coverage distances needed per code.

# 150 West Pictures/Comments/Suggestions



Hydrant  
Located  
Here

Hydrant  
Located  
Here

Hydrant  
Located  
Here

Vine Street – Utah Ave.



This section has been improved. Asphalt widths are within the City Code standard and there are sufficient hydrants along the segment. Hydrants are within the IFC/City code distances for proper coverage.

## 150 West Pictures/Comments/Suggestions



Utah Ave. – 400 North



Fire recommends that asphalt widths adhere to 30 feet as stated in Tooele City Code 7-4-11. Recently passed State Legislation for residential roadways is currently set at 32 feet of asphalt.

Fire also recommends that the water system be updated to provide fire line/hydrants throughout this section. This would allow for the proper coverage distances needed per code.

## 150 West Pictures/Comments/Suggestions



### 400 North – 500 North



150 West from  
400 North  
Looking North  
to 500 North.  
Narrow with  
Trees  
throughout.

Fire recommends that asphalt widths adhere to 30 feet as stated in Tooele City Code 7-4-11. Recently passed State Legislation for residential roadways is currently set at 32 feet of asphalt.

Fire also recommends that the water system be updated to provide fire line/hydrants throughout this section. This would allow for the proper coverage distances needed per code.

# 150 West Pictures/Comments/Suggestions



500 North – 600 North



Narrow on south half of this segment.

Fire recommends that asphalt widths adhere to 30 feet as stated in Tooele City Code 7-4-11. Recently passed State Legislation for residential roadways is currently set at 32 feet of asphalt. The North end by the Condos has been improved. Recommendations on asphalt widths is for the South end only.

Fire also recommends that the water system be updated to provide fire line/hydrants throughout this section. This would allow for the proper coverage distances needed per code.

# 150 West Pictures/Comments/Suggestions



Hydrant  
Located  
Here

600 North – 670 North



Segment is newly constructed. Access is adequate on South end. The asphalt widths are within the City Code standards except for the last 180 feet on the North end.

# 50 West Pictures/Comments/Suggestions

## SR 36 – 520 South



Hydrant  
Located  
Here



Fire recommends that asphalt widths adhere to 30 feet as stated in Tooele City Code 7-4-11. Recently passed State Legislation for residential roadways is currently set at 32 feet of asphalt.

Fire also recommends that the water system be updated to provide fire line/hydrants throughout this section. This would allow for the proper coverage distances needed per code.

## 50 West Pictures/Comments/Suggestions



Hydrant  
Located  
Here

### 520 South – 400 South



Fire recommends that asphalt widths adhere to 30 feet as stated in Tooele City Code 7-4-11. Recently passed State Legislation for residential roadways is currently set at 32 feet of asphalt.

Fire also recommends that the water system be updated to provide fire line/hydrants throughout this section. This would allow for the proper coverage distances needed per code.

# 50 West Pictures/Comments/Suggestions

## 400 South – 200 South



Fire recommends that asphalt widths adhere to 30 feet as stated in Tooele City Code 7-4-11. Recently passed State Legislation for residential roadways is currently set at 32 feet of asphalt.

Fire also recommends that the water system be updated to provide fire line/hydrants throughout this section. This would allow for the proper coverage distances needed per code.

# 50 West Pictures/Comments/Suggestions

## 200 South – 100 South



Fire recommends that asphalt widths adhere to 30 feet as stated in Tooele City Code 7-4-11. Recently passed State Legislation for residential roadways is currently set at 32 feet of asphalt. The asphalt on the North end of this section has been improved as opposed to the South end.

Fire also recommends that the water system be updated to provide fire line/hydrants throughout this section. This would allow for the proper coverage distances needed per code.

## 50 West Pictures/Comments/Suggestions

### 100 South – Vine Street



Hydrant  
Located Here



This section has been improved and is all developed for the most part. There is a hydrant located and the South East corner of the Kirk Hotel property.

# 50 West Pictures/Comments/Suggestions

## Vine Street – Utah Ave.



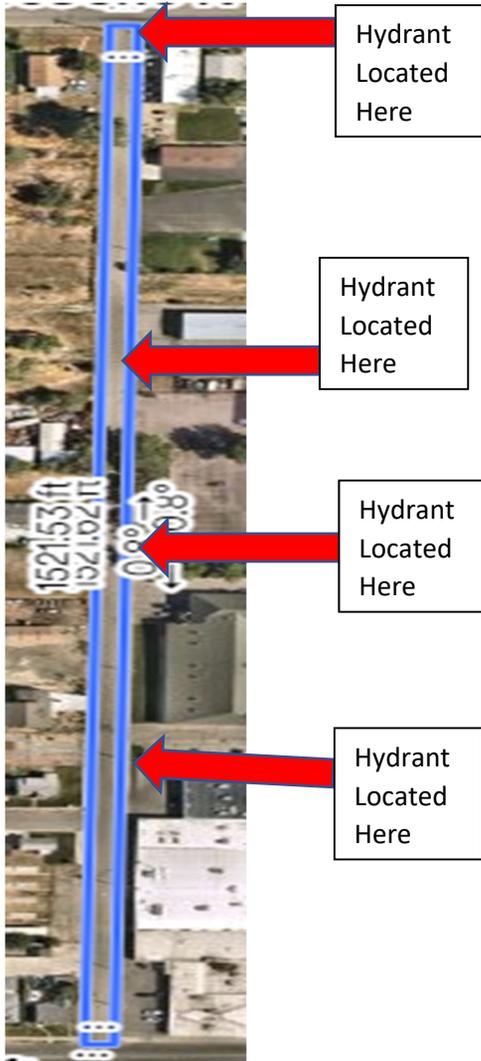
Hydrant  
Located  
Here

Hydrant  
Located  
Here



This section has been improved for the most part as well. Asphalt widths are at about 26 feet throughout this section.

# 50 West Pictures/Comments/Suggestions



## Utah Ave. – 400 North



This section has good access as well as sufficient hydrants throughout.

# 50 West Pictures/Comments/Suggestions



Hydrant  
Located  
Here

## 400 North – 500 North



There is good access throughout this entire section. There are no hydrants directly on this section of 50 West. Fire line/hydrants are recommended for proper coverage in the area as there are residential homes and businesses in the area.

# 50 West Pictures/Comments/Suggestions



Hydrant  
Located  
Here

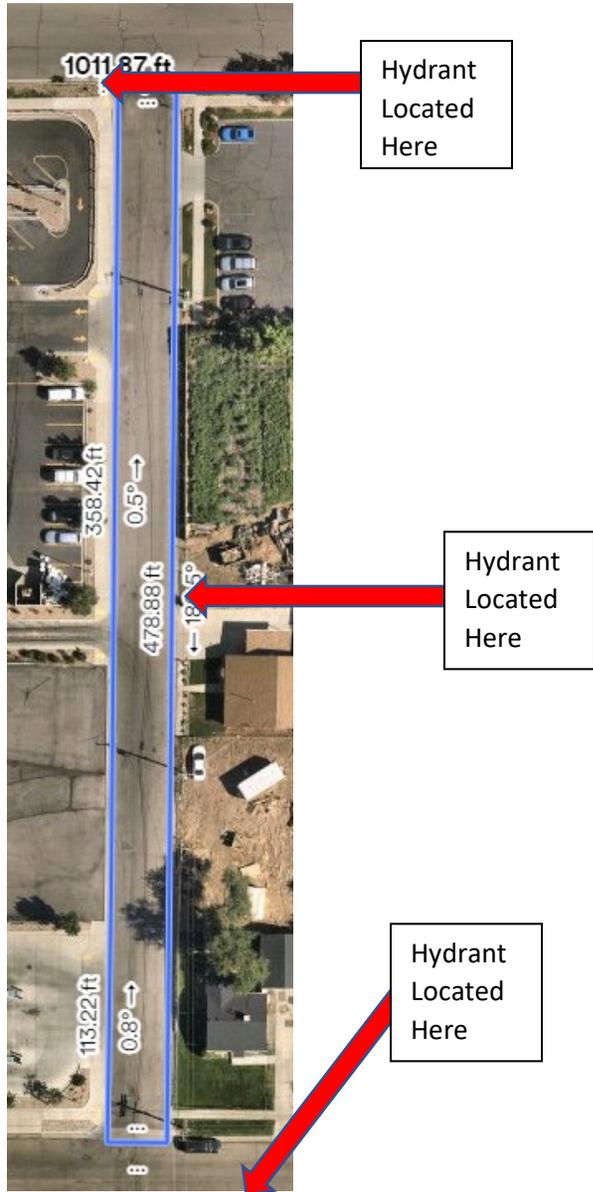
## 500 North – 600 North



Fire recommends that asphalt widths adhere to 30 feet as stated in Tooele City Code 7-4-11. Recently passed State Legislation for residential roadways is currently set at 32 feet of asphalt.

Fire also recommends that the water system be updated to provide fire line/hydrants throughout this section. This would allow for the proper coverage distances needed per code.

## Garden Street Pictures/Comments/Suggestions

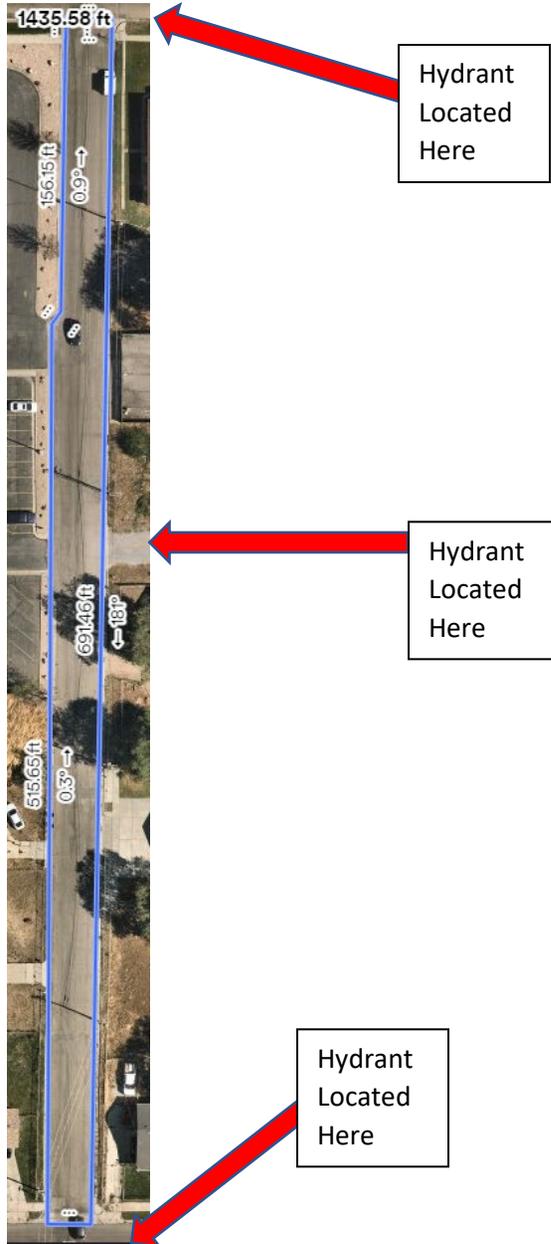


### 700 North – 600 North



This section has about 26 feet of asphalt throughout the entire segment. The gutter pan puts the width to 30 feet of hard surface. There is sufficient coverage with fire hydrants for this section that are within code distances.

## Garden Street Pictures/Comments/Suggestions

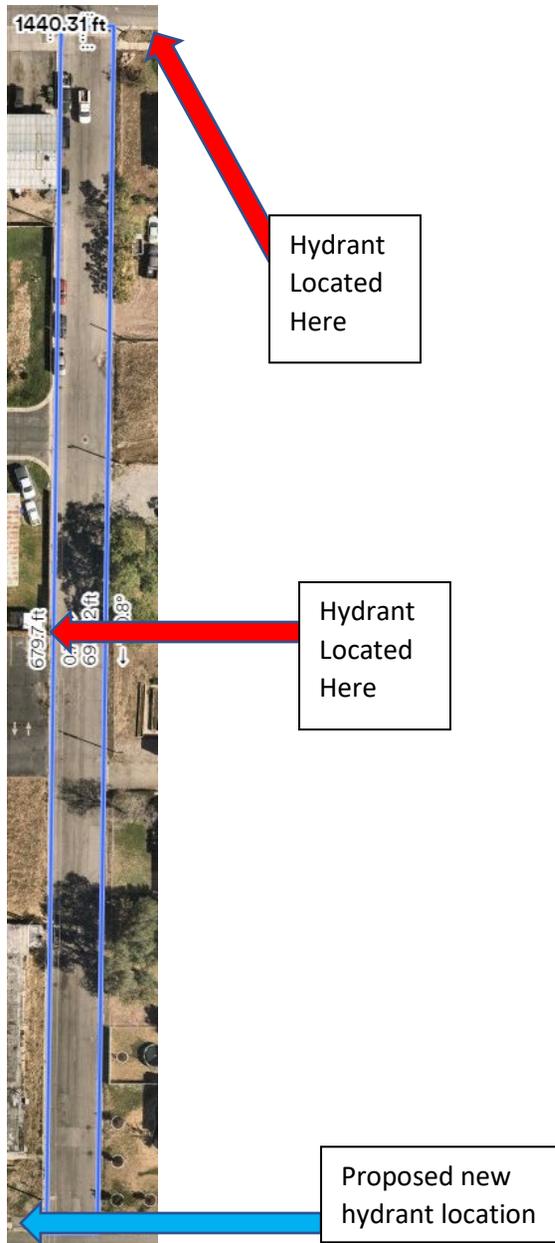


600 North – 500 North



This section has curb and gutter throughout with about 26 feet of asphalt for the entire segment. With the gutter pan included the hard surface increases to 30 feet. There are 3 hydrants along this segment that are within code distances.

## Garden Street Pictures/Comments/Suggestions

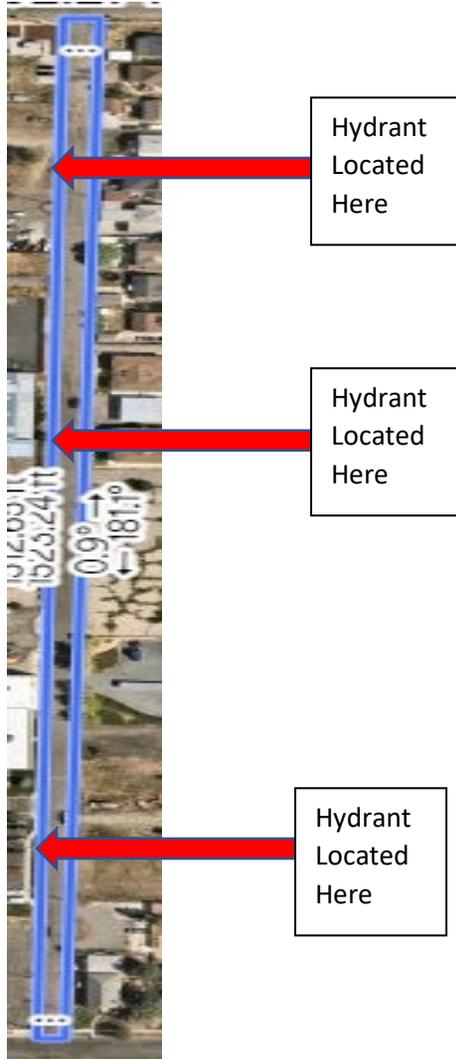


### 500 North – 400 North



This section has asphalt widths of 26 feet and 30 feet with the gutter pan included. The North end always has cars parked along the sides by Pete's Auto which impedes accesses. There is a hydrant on the North End and one in the middle at the back entrance to Subway. We have listed another proposed hydrant on the South end, on the corner behind the old bowling alley. If/when there is new construction, fire recommends the water system to be updated to provide proper fire lines/hydrants within the codified distances.

## Garden Street Pictures/Comments/Suggestions



400 North – Utah Ave.



This section has asphalt widths from 26 feet to 30 feet. There are 3 hydrants in this section on either end and in the center.

## Garden Street Pictures/Comments/Suggestions



Hydrant  
Located  
Here

Hydrant  
Located  
Here

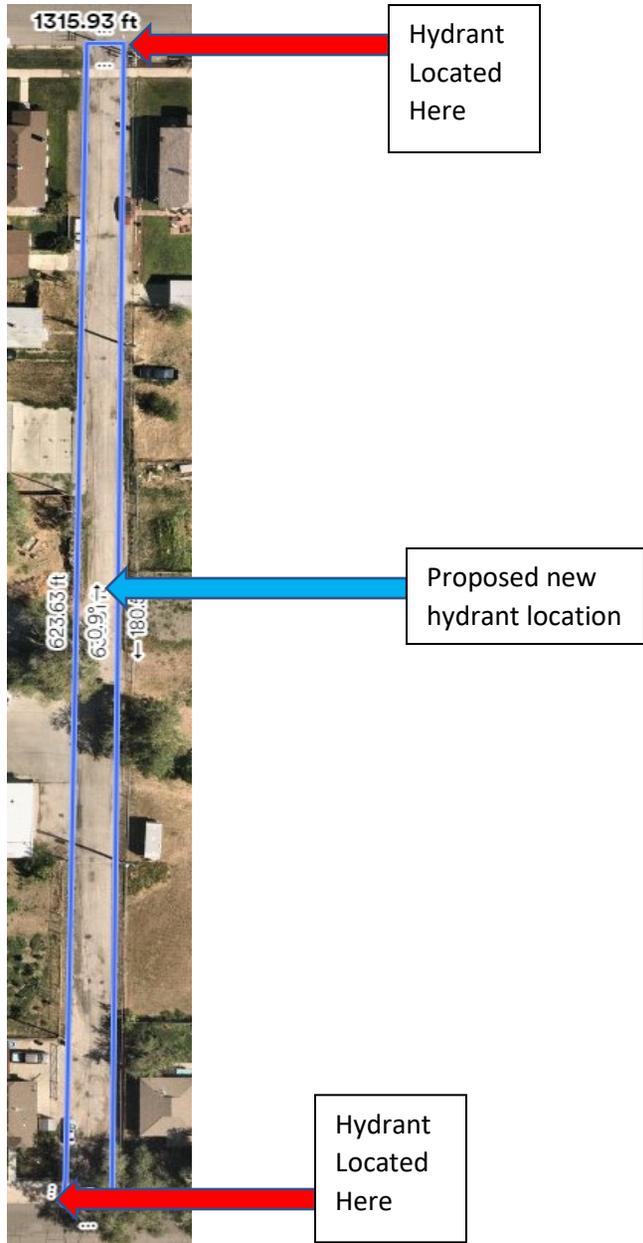
Hydrant  
Located  
Here

### Utah Ave. – Vine Street



This section has asphalt widths at 30 feet throughout. There sufficient hydrants within this segment that are within code distances throughout.

## Garden Street Pictures/Comments/Suggestions



### 100 South – 200 South



Fire recommends that asphalt widths adhere to the minimum widths of 30 feet as stated in Tooele City Code 7-4-11. Recently passed State Legislation for residential roadways is currently set at 32 feet of asphalt.

Fire also recommends that the water system be updated to provide a hydrant towards the center of this section. This would allow for the proper coverage distances needed per code.

## Garden Street Pictures/Comments/Suggestions



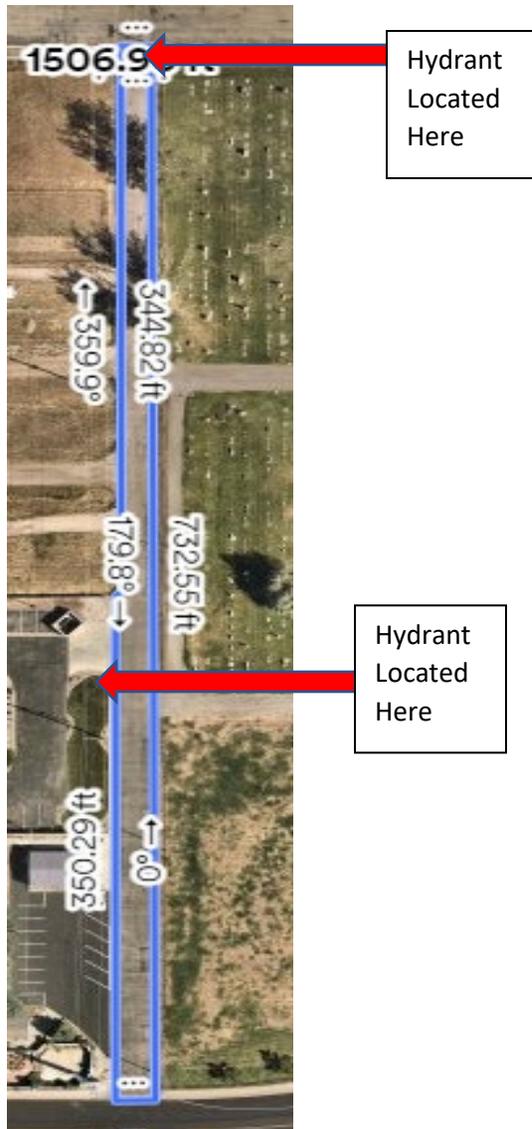
### 200 South – 400 South



Fire recommends that asphalt widths adhere to the minimum widths of 30 feet as stated in Tooele City Code 7-4-11. Recently passed State Legislation for residential roadways is currently set at 32 feet of asphalt.

Fire also recommends that the water system be updated in this section. Provide fire line/hydrants for this section in order to adhere to the IFC/City code distances for coverage. There are no hydrants along this section currently.

## Garden Street Pictures/Comments/Suggestions



### 400 South – Skyline Drive



Fire recommends that asphalt widths adhere to the minimum widths of 30 feet as stated in Tooele City Code 7-4-11. Recently passed State Legislation for residential roadways is currently set at 32 feet of asphalt. This is for the North end of this section only as the South end has already been improved.

The water system should also be updated along the North end of this section to provide necessary fire line/hydrants for code distance/coverage.

## **Garden Street Pictures/Comments/Suggestions**

# COMMERCIAL SPECIAL DISTRICT Application Packet



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

Dear Applicant,

This application packet has been developed as a means to assist you, the applicant, in understanding the application procedure and requirements when applying for **Commercial Special District** approval. This packet includes all the necessary background information you will need to prepare and file a complete submittal that will allow your application to be processed and reviewed in the timeliest manner possible. The following materials have been included in this application packet for your convenience:

- Commercial Special District Application Form
- Affidavit Form
- Commercial Special District Application Checklist
- Commercial Special District Declarations Form

Incomplete applications will not be accepted, receipted, or processed. In order to adequately process your subdivision request, the following materials will be required at the time of submission of your application:

- Commercial Special District Application Form
- Signed & Notarized Affidavit Form
- Commercial Special District Declarations Form
- All items listed on the Commercial Special District Application Checklist (incomplete applications will not be accepted).
- Application & Processing Fees, as specified in the current Tooele City Fee Schedule.
- Other supporting materials as applicable.

Should you have any further questions regarding the application materials, process, or laws and ordinances governing applications, please feel free to contact City Hall at the address and phone number below. The Tooele City Code and Consolidated Fee Schedule can be accessed via [www.tooelecity.org](http://www.tooelecity.org). Thank you for your interest in Tooele City, and we look forward to working with you very soon.

Sincerely,

Tooele City

# Commercial Special District Application

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



*Notice:* The applicant must submit copies of the text amendment proposal to be reviewed by the City in accordance with the terms of the Tooele City Code. Once a Commercial Special District proposal is submitted, the proposal is subject to compliance reviews by the various city departments and may be returned to the applicant for revision if the proposal is found to be inconsistent with the requirements of the City Code and all other applicable City ordinances. All submitted Commercial Special District proposals shall be reviewed in accordance with the Tooele City Code. Submission of a text 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:	March 22, 2023	Applicant Name:	Tooele City RDA (Jared Stewart)
Address:	90 N Main Street, Tooele City, UT 84074		
Phone:	435-843-2169	Alternate Phone:	801-834-3858
		Email:	jareds@tooelecity.org
Project Site Address:	Approximately 1200 W 700 S, Tooele City		
Brief Summary of Proposal:	This CSD application represents the interests of the RDA and other property owners to re-zone the property from LI and R&D to a CSD. The site is intended to be the future Tooele Business Park. As businesses expand and locate within Tooele City portions of the property will be subdivided and sold for commercial and business development.		
Applicant Signature:			

\*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:

Commercial Special Districts are approved by ordinance. Any change to an approved Commercial Special District requires an amendment by ordinance for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending Commercial Special District may vary from as little as 2½ months to 6 months or more depending on the size and complexity of the desired amendments and the timing.

For Office Use Only			
Received By:	Date Received:	Fees:	App. #:

**AFFIDAVIT**

PROPERTY OWNER

STATE OF UTAH                    }  
  }ss  
COUNTY OF TOOELE            }

I/we, \_\_\_\_\_, being duly sworn, depose and say that I/we am/are the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my/our knowledge. I/we also acknowledge that I/we have received written instructions regarding the application for which I/we am/are applying and the Tooele City Community Development Department staff have indicated they are available to assist me in making this application.

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary)

Residing in \_\_\_\_\_ County, Utah

My commission expires: \_\_\_\_\_

AGENT AUTHORIZATION

I/we, \_\_\_\_\_, the owner(s) of the real property described in the attached application, do authorize as my/our agent(s), \_\_\_\_\_, to represent me/us regarding the attached application and to appear on my/our behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
(Notary)

Residing in \_\_\_\_\_ County, Utah

My commission expires: \_\_\_\_\_

# Commercial Special District Application Checklist

*Incomplete applications will not be accepted or held.*

*All required items shall be submitted.*

## Submission Requirements

\_\_\_\_\_ Application Fee

\_\_\_\_\_ Completed Application Form

\_\_\_\_\_ Completed & Notarized Affidavit Form

If the applicant is owner of all property under the proposal for the Commercial Special District, only the top half of the Affidavit Form is required to be completed. If the applicant is not the owner of the property under the proposal for the Commercial Special District, the bottom half of the Affidavit Form is required to be completed. If there are multiple owners of property under the proposal for the Commercial Special District, a completed Affidavit Form is required to be completed accordingly for each property owner.

\_\_\_\_\_ Completed Commercial Special District Declarations Form

\_\_\_\_\_ On a separate sheet of paper, respond to the following:

### Commercial Special Districts.

1. What is the current land use assignment for the property?
2. What is the current zoning district assigned to the property?
3. Explain how the proposed Commercial Special District is consistent with the current land use designation.
4. Explain how the proposed Commercial Special District is compatible to the current zoning district assignments in the surrounding area.
5. Explain how the proposed Commercial Special District is suitable for integrating with the existing uses in the surrounding area.
6. Explain how the proposed Commercial Special District is essential for providing a development and atmosphere that is cohesive and not otherwise possible under standard Tooele City zoning.
7. Explain how the proposed in the surrounding area promotes the goals and objectives of Tooele City.

1. Current Land Use Assignment: Regional Commercial

2. Current zoning district: Research & Development, Light Industrial

3. The proposed CSD is consistent with attracting regional commercial uses to the property. A Light Industrial future land use may also be appropriate for the property. The vision of this CSD is to attract employers who can utilize rail on the site and who use minimal water.

4. The proposed CSD consolidates a patchwork of zoning into a single zoning district with a vision for future commercial and light industrial development. The proposed CSD will negate the need to approach the Planning Commission and City Council repeatedly for re-zones as businesses enter our market.

5. The proposed CSD will complement the heavier, industrial uses at the Peterson/Ninigret Industrial Depot. Businesses within the CSD would be intended to utilize the existing Union Pacific rail line. Tooele City is currently working with Union Pacific in a DevCon application process and is proposed to be the first UP Focus Site in the state of Utah. Uses will be limited to light industrial uses as to not disturb residential uses to the east. Attached to this application is a conceptual diagram of the Tooele Business Park.

6. The proposed CSD will provide new vision to the site and a sense of confidence for development that Tooele supports and encourages their growth and investment in the community. As the first CSD within city limits it will signal that we are development ready.

7. This site and proposed CSD will meet the following goals listed in the Tooele City General Plan & Economic Development Strategic Plan:

- Foster new and existing economic activities and employment opportunities
- Maintain and develop partnerships that will support and promote quality employment and business opportunities
- Capitalize on opportunities to enhance and expand the City's industrial development base
- Partner with land owners to create a Certified Site with EDC Utah
- Market Tooele City to target industries identified through public outreach

### Commercial Special District (CSD) Standards Declaration

PROJECT INFORMATION			
Project Name	Tooele Business Park Commercial Special District		
General Site Address	1200 W 700 S		
Current Zoning Assignment(s)	RD and LI	Proposed RSD Name	Tooele Business Park
Acreage		Number of Lots/Units	0 lots
Total	324 acres	Current Zoning	RD & LI
Developable	264 acres (approx.)	Proposed	Tooele Business Park CSD
Undevelopable	60 acres (approx.)		
Proposed Open Space			
Proposed Preservation			
Geographic Boundaries: <u>Bounded by the rail line on the west, Tooele Blvd and residential development on the east, 1300 S on the South, approximately 350 S on the North.</u>			
Proposed Permitted Uses*		Proposed Conditional Uses*	
See attached Table of Uses with additions of P and C in red		See attached Table of Uses	
		In addition to listed uses in the Table the following uses would be added:	
		<u>Renewable Energy Structures including Solar panel fields (on top of structures or less than 5 acres) and Wind Turbines (height limit of 175 feet to top of the blade).</u>	

\* As Listed & Identified in the Tooele City Code or Provided with Definitions

PROPOSED DEVELOPMENT STANDARDS*						
Product Type or Area	Tooele Business Park - Commercial Special District					
		Current	Proposed		Current	Proposed
Area Density				Front Setback		
Maximum			None	Minimum		20 feet
Lot Size				Side Setback, Interior		
Minimum			10,000 sq ft	Minimum		15 feet
Maximum			None	Side Setback, Corner Lot Street Side		
Lot Coverage				Minimum		15 feet
Minimum			None	Rear Setback		
Maximum			None	Minimum		20 feet
Lot Frontage				Building Height		
Minimum			50 ft width	Minimum		
Lot Width, Interior Lots				Maximum		85 ft
Minimum			50 ft width	Method of Parking Calculation		
Lot Width, Corner Lots				City Code: Title 7 Ch. 4		
Minimum			50 ft width			
Description of Landscaping Provided & Required Per Unit <u>See note F2 of Development Standards. Critical areas must be landscaped, in addition to at least 1% of the total acreage.</u>						

\* Complete This Entire Section for Each Product Type or Area of Difference

\*\* Complete This Entire Section for Each Architectural Standard or Layout Design Standard Proposed for Difference

<p>Description of Fencing Provided &amp; Required Per Unit _____          Outdoor storage and staging of material or vehicles shall be fenced with a view-obscuring fence, hedge, or landscaped berm at a height at least equal to the height of the materials stored, but not higher than 8 feet.</p>
<p>Description of Lighting Provided &amp; Required Per Unit _____          Lighting will be directed toward the ground to contribute to community and county night sky efforts.</p>
<p>Description of Unit Architectural Design Standards Required _____          _____          See below for overall Architectural Design Standards          _____</p>
<p>Description of Private Amenities Provided _____          _____          N/A          _____</p>
<p>Description of Public Amenities Provided _____          N/A          _____          _____</p>
<p>Relationship &amp; Connectivity Between Existing &amp; Proposed Amenities _____          If not present at a site, utilities and public improvements may be required including the extension of water, sewer, roadways, and other utilities. West of the Future Highway (depicted in the conceptual project layout) sidewalk may not be required. Tooele Blvd will require sidewalk on at least one side of the roadway.</p>
<p>Description of Environmentally Sensitive &amp; Preservation Areas _____          N/A          _____          _____</p>
<p>Description of Allowed Signage _____          Signage will be permitted as allowed in City Code for "Signs permitted in industrial zoning districts" (7-25-15).          _____          _____</p>

**PROPOSED DESIGN STANDARDS**

Description of Provisions Regarding Landscaping for the Overall Project

See note F2 of Development Standards (City Code 7-16 Part 2). 1% of the each lot's area must be landscaped, not inclusive of required Critical Area landscaping. Critical Areas shall be determined during site plan review and could include employee access areas, storm water detention, and principle entrances. Landscaping is required to be water-wise in nature and shall not include sod/grass.

Description of Provisions Regarding Allowed or Required Landscaping for Individual Lots Within the Project

Individual lots will be held to the same design standards proposed above and as outlined in note F2 of the City Code 7-16 Part 2.

Description of Provisions Regarding Fencing for the Overall Project

Outdoor storage and staging of material or vehicles shall be fenced with a view-obscuring fence, hedge, or landscaped berm at a height at least equal to the height of the materials stored, but not higher than 8 feet.

Description of Provisions Regarding Allowed or Required Fencing for Individual Lots Within the Project

Outdoor storage and staging of material or vehicles shall be fenced with a view-obscuring fence, hedge, or landscaped berm at a height at least equal to the height of the materials stored, but not higher than 8 feet.

Description of Provisions Regarding Lighting for the Overall Project

Lighting will be directed toward the ground to contribute to community and county night sky efforts.

Description of Provisions Regarding Allowed or Required Lighting for Individual Lots Within the Project

Lighting will be directed toward the ground to contribute to community and county night sky efforts.

Description of Provisions Regarding Allowed and Required Parking for Individual Lots Within the Project

To follow City Code existing land use guidelines in Title 7 Ch. 4.

**PROPOSED ARCHITECTURAL UNIT DESIGN STANDARDS**

Description of Required Architectural Standards or Elements for Individual Lots or Units Within the Project

- A. Building Materials: Any building erected on the property shall have an exterior finish of either concrete masonry units, brick, tilt-up concrete, precast concrete, stucco or stucco appearing material or colored enamel metal panels.
- B. Specific Materials: The front of the building shall be finished with architectural block, face brick, glass, stucco or stucco appearing material, tilt-up or precast concrete or a combination of these materials. For buildings finished with colored enamel panels a portion of the front may use metal panels to help maintain architectural continuity.
- C. Minimum Front Design Details: The materials used for the exterior treatment of the front of the building need to be arranged to provide architectural relief. This may be achieved by, but is not limited to, any or a combination of the following methods: windows, awnings, varying facial planes, covered entryways, colonnades, etc. For concrete tilt-up buildings, indented patterns, windows and a use of colors on the facade in a specific theme shall be acceptable as meeting this requirement.
- D. Screening Of Mechanical Equipment: All rooftop mechanical equipment shall be concealed from public view to the maximum extent by screening it with integral portions of the architecture. Concealed from public view is determined by what a person would see when standing on the street in front of the building. All conduit, vents and other appurtenances shall be painted to match the color of the surrounding building surfaces.

**PROPOSED PRIVATE AMENITIES & FEATURES**

Description of Private Amenities to be Provided Within the Project

N/A

Description of Public Amenities to be Provided Within the Project

N/A

Description of Relationship & Connections to Existing & Proposed Public Amenities Outside of the Project

N/A

Description of Environmentally Sensitive Features & Preservation Areas Within the Project

N/A

Description of Methods by Which the RSD Integrates With and/or Separates from Neighboring Uses & Developments

The Tooele Business Park is intended to serve as a regional job center with any heavier uses to the west near the rail lines and lighter industrial or commercial uses on the east near the residential. Job creation will be a primary benefit to residents. Manufacturing or heavier uses are "conditional" in the proposed table of use amendments and should be approved in areas that do not border residential.

**PROPOSED TRANSPORTATION FEATURES**

Identification & Description of Public Roadways Within the Project\*

See attached Exhibit "Tooele Rail Industrial Park", which includes proposed roadway widths. All roadways shown would be public roadways. Tooele Blvd shall require sidewalk on at least one side of the roadway. Minor Collectors A through D will not require sidewalk.

\* Location, Layout & Classification of Each Roadway

Identification & Description of Private Roadways Within the Project\*

Private roadways are not shown at this time, but would be possible as tenants and users purchase land and develop each site.

\* Location, Layout & Classification of Each Roadway

Identification & Description of Pedestrian Pathways & Facilities Within the Project\*

Tooele Blvd (or other Major Collector roads) will require sidewalk on at least one side of the roadway. Minor Collectors A through D will not require sidewalk. Bicycle and other active transportation corridors will not be required in this project.

\* Location, Layout & Cross Section, Purpose, Etc. of Each Pedestrian Facility

**PROPOSED AESTHETICS & DESIGN STANDARDS**

Identification & Description of Allowed Signage\* Within the Project

Signage will be permitted as allowed in City Code for "Signs permitted in industrial zoning districts" (7-25-15).

\* Signage Declaration to Include Development Signage & Signage Allowed for Individual or Groups of Uses. Regulatory Signage, i.e. Traffic Control & Street Signage, Need Not Be Declared Unless an Alteration to Standards is Proposed.

Description of Vertical Design Standards for Uses & Structures Within the Project\*

See the section for Architectural Unit Design Standards above. Items A, B, C, and D would apply generally throughout the zoning district and to individual structures within the CSD.

\* Codes, Covenants & Restrictions (CC&Rs) Need to be Provided and Attached

**Identification & Description of Storm Drain Facilities Within the Project\***

See Exhibit "Tooele Rail Industrial Park", notes the location of future Detention Areas. The site includes existing easements for storm drainage and storm water detention, which will be maintained and expanded as possible. Businesses and developers may be required to assist with the expansion of existing storm water facilities into the future, conceptual detention areas. Individual developments shall coordinate with storm water requirements with Tooele City during the site plan application and approval process.

\* Storm Drain Facilities to be Described Should Address Retention/Detention Basins, Drainage Channels & Other Similar Facilities & Features Including Locations, Layout, Conceptual Designs, Features, Etc.

**ADDITIONAL INFORMATION & SUBMITTALS**

**Other Information & Drawings to be Submitted with Project Application:**

- Graphic Illustrations
- Conceptual Layout Mapping & Information, Including But Not Limited to:
  - Total Project Acreage
  - Description of Project Boundaries
  - Existing Natural & Developed Features
  - Conceptual Development Plans
  - Data Tables With Pertinent Information
- Declaration of the Manner in Which All Other Development Aspects with the CSD Not Otherwise Addressed in These Declarations are to be Addressed.
- Any Other Information Pertinent to Understanding the Project's Goals & Intentions

**Additional Information:**

Affected Parcels: 02-018-0-0001, 02-018-0-0002, 02-010-0-0050, 02-018-0-0005, 02-010-0-0004, 02-010-0-0027, 02-010-0-0020, 02-018-0-0007, 02-018-0-0010, 02-018-0-0009, 02-010-0-0053, 16-078-0-025a, 02-018-0-0008, 02-018-0-0006, 02-018-0-0003, 02-018-0-0021, 02-010-0-0052, 02-009-0-0115.

See attached ownership & property boundary map with key for a list of property owners.  
Total Acreage: 324

Project Boundaries: see ownership & property boundary map attached.

Existing and Natural Features: Tooele City operates a water well, some utilities exist at the northern end of the property, & storm water drainage detention exists in several locations.

**TABLE 1  
TABLE OF USES**

Tooele Business Park Proposed Uses

USE	DISTRICT									
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neighbor hood Commer- cial (Maxi- mum individual lot Size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment	
Accessory Building	P	P	P	P	P	P	P	P	P	P
Accessory Drive Through Facility (considered as a Conditional Use for a Use allowed in the District, see Note #3 and Table 2)	C	C		C	C	C	C		C	C
Accessory Dwelling Unit for Caretaker Only (must be located within primary structure. See Table 2)	C	C	C	C		C	C	C	C	
Accessory Dwelling Unit (internal and attached: located above ground floor. See Table 2)	P	P	P	C	C					
Accessory Dwelling Unit (detached: located on the same lot as primary structure. See Table 2)	P	P	P							
Accessory Outdoor Sales and Display Incidental to an Allowed Use (considered as a Conditional Use for a Use allowed in the District, see Note #4 and Table 2)				C	C	C	C	C		C
Accessory Outside Storage (considered as a Conditional Use for a Use allowed in the District, see Note #2 and Table 2)				C		C	C	C		C

TBP  
(Tooele  
Business  
Park CSD)

P

C

C

C

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neighbor- hood Commer- cial (Maxi- mum individual lot Size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment
Accessory Outside Storage of Flammable or Hazardous Materials (considered as a Conditional Use for a Use allowed in the District, see Note #2 and Table 2)								C	
Agriculture (horticulture)						P	P	P	C
Airport							C	C	
Amusement Facility		C	C	P	P	P	P		
Auto Impound Yard							C	C	
Automobile Sales and Rental	C	C Minimum Lot size 30,000 square feet with access from arterial road only		C	C	P	P	P	
Automobile Service and Repair	C			C		P	P	P	
Automobile Service and Repair Accessory to a Principal Use					C		P		
Automobile Body and Fender Service and Repair						C	C	P	
Bed and Breakfast Inn (located in an existing structure)	C	C	C	P					
Boarding House	C	C	C						
Building Maintenance Services						C	P	P	P
Business Office				P	P	P	P	P	P

TBP  
(Tooele  
Business  
Park CSD)

P

C

P

P

P

USE	DISTRICT									
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neighbor hood Commer- cial (Maxi- mum individual lot Size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment	
Business Office (located within an existing structure)	C	C	C	P	P	P	P	P	P	P
Campground, Travel Trailer Park							C	C		
Car Wash				C		P	P	P	C	
Chemical Manufacture and Storage								C		
Church	C	C	C	C					P	
Conference Center				P	P	P	P		P	P
Contractor's Display/Office				C		P	P	P	P	P
Contractor's Storage Yard						C	C	P		
Convenience Store, without Gasoline Sales	P	P	P	P	P	P	P	P	P	P
Convenience Store, with Gasoline Sales	C	C	C	P	C	P	P	P	P	P
Cultural activities and uses	C	C		P	C	P	P		P	P
Day-Care/Pre- School (Home Occupation)	P	P								
Day Care/ Pre-School Center	C	C	C	P		C	C		C	C
Distribution Center						C	C	P		
Dwelling; Single Family (Detached )	P	P								
Dwelling; Two family	P	C								
Dwelling; Multi- Family	C See Note 6	C See Note 6								
Extractive Industry										

TBP  
(Tooele  
Business  
Park CSD)

P

P

P

P; w/view  
obscuring  
fence

P

P

P

C

USE	DISTRICT									
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neighbor hood Commer- cial (Maxi- mum individual lot Size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment	
Fast Food Restaurant	C	C		P	P	P	P		P	P
Financial Services	C	C	C	P	P	P	P		P	P
Food and Beverage Processing								C		
Funeral Home/Mortuary	C	C		P		P	P		P	
Garden Center	C	C		P	P	P	P			P
General Industrial Activity						P	P	P	P	P
Group Home	C	C		C						
Hardware and Garden Supply Store	C			P	P	P	P			P
Hazardous Material Storage										
Hazardous Waste In-Transit Facility								C		C
Health Care Facility				C	C	P	P	P	C	
Health Care Provider	C	C	C	P	P	P	P		P	
Health Care Provider (located within an existing structure)	C	C		P	P	P	P	P	P	P
Health Club	C	C		P	P	P	P	P	P	P
Heavy Equipment Sales and Rental						C	C	P		P
Heavy Industrial Manufacturing and Assembly								C		C
Heliport				C	C	C	C	C	C	C
Home Occupation (must comply with all requirements of a Home Occupation)	P	P								
Hotel	C	C		P	P	P	P		P	C

TBP  
(Tooele  
Business  
Park CSD)

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USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neighbor hood Commer- cial (Maxi- mum individual lot Size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment
Junkyard/Salvage Yard								C	
Kennel						C	C	P	
Laundromat	C	C	C	P		P	P	P	
Light Manufacturing and Assembly						P		P	
Liquor Store				C	C				C
Medical Cannabis Pharmacy			P	P	P	P	P	P	P
Medical Cannabis Production Establishment								P	
Membership Club				C		C	C	C	
Military Surplus Yard								C	
Motel	C	C		P	P	P	P		P
Nursery	C	C				P	P	P	C
Nursing Home, Convalescent Care Facility	C	C	C	P	P				
Open Space Areas, Trails	P	P	P	P	P	P	P	P	P
Park and Ride Facilities				C	C	C	P	C	C
Personal Services	C	C		P	P	P	P		P
Pet Shop / Pet Grooming	C	C		C					
Public or Private Educational Facility	C	C		C	C	C	C	C	C
Personal Storage Facility (Mini- Storage)						C	C	P	
Private Club/Bar	C			C	C	C	C	C	C
Professional Office	C	C	C	P	P	P	P	P	P

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USE	DISTRICT									
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neighbor hood Commer- cial (Maxi- mum individual lot Size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment	
Professional Office (located within an existing structure)	C	C	C	P	P	P	P	P	P	P
Public Use	C	C	C	C	C	C	C	C	C	C
Reception Center	C	C		P	P	P	P			P
Reception Center (located within an existing structure)	C	C		P	P	P				P
Recreational Facility (Indoor)				P		P	P	P		C
Recreational Facility (Outdoor)				C		C	C			C
Recycling Collection Site				C		C	C	P		
Recycling Processing Center								C		
Repair Shop (household and personal goods with no outside storage)	C	C		P		P	P	P		P
Research Facility				P		P	P	P		P
Restaurant	C	C		P	P	P	P	P		P
Restaurant (located within an existing structure)	C	C		P	P	P	P			P
Retail Sales Accessory to an Allowed Use				P	P	P	P	P		P
Retail Store (located within an existing structure)	C	C	C	P	P					P
Retail Store (Total maximum 3,000 square footage)	C	C	C	P		P	P			P
Retail Store or Commercial Center				P	P					

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USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neighbor hood Commer- cial (Maxi- mum individual lot Size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment
Retail Store or Commercial Center (Minimum 120,000 building square foot and planned and phased by approval of a Master Development Site Plan)				P	P				
Retirement Center	C	C							
Rock, Sand and Gravel Storage and Distribution								P	
Sexually Oriented Business								P	
Shooting Range, Indoor				C		C	C	C	C
Telecommunication s Site/Facility						C	C	C	C
Temporary Construction Office	C	C	C	P	P	P	P	P	P
Temporary Seasonal Use	C	C	P	P	P	P	P	P	
Temporary Use	C	C	C	C	C	P	P	P	
Theater (Indoor )	C	C		P	P				P
Theater (Outdoor)				C		P	P	P	
Tobacco Specialty Store (see Note #5)				C	C	C	C	C	C
Utility Service Facility (major)				C	C	C	C	C	C
Utility Service Facility (minor)			C	C	C	C	C	C	
Vehicle Storage Yard								C	
Veterinary Clinic / Animal Hospital						P	P	P	

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Park CSD)

C

C

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C

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neighbor hood Commer- cial (Maxi- mum individual lot Size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment
Veterinary Clinic/ Animal Hospital Operating Entirely Within an Enclosed Building	C	C		P		P	P	P	P
Warehouse						C	C	P	

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Park CSD)

P

P = PERMITTED USE  
C = CONDITIONAL USE

ANY USE NOT IDENTIFIED AS EITHER A PERMITTED (P) OR CONDITIONAL (C) USE IS USE THAT IS A PROHIBITED USE WITHIN THE ZONING DISTRICT

ANY USE NOT IDENTIFIED IN THE TABLE OF USES IS A PROHIBITED USE IN TOOELE CITY.

NOTES:

- With the exception of detached single family dwellings, all dwellings in the MU (Mixed Use) zoning district must comply with the regulations and requirements, as amended, of the MR-16 (Multi-Family Residential) zoning district, or its equivalent replacement, contained in Chapter 7-14 and 7-11a unless otherwise specified in this Chapter. (Ord. 2018-13, 08-15-2018)
- For any Use allowed in a zoning district and proposing or requiring any area for Accessory Outside Storage, for any purpose, such use and outside storage area shall be considered as a Conditional Use. All Accessory Outside Storage is prohibited in the Mixed Use (MU) District and the Neighborhood Commercial (NC) District.
- For any Use allowed in a zoning district and proposing or requiring a “Accessory Drive Through Facility”, such Drive Through Facility shall be considered as a Conditional Use. All Accessory Drive Through Facilities are prohibited in the Mixed Use (MU) District and the Neighborhood Commercial (NC) District.
- For any Use allowed in a zoning district and proposing any Accessory Outside display and sales area, such Accessory Outside Display and Sales use and area, shall be considered as a Conditional Use for any Uses allowed in the District, except that it shall be a permitted use in the Downtown Overlay District. Accessory Outside Display and Storage is prohibited in the Mixed Use (MU) District, Neighborhood Commercial (NC) District, and the Research and Development (RD) District. Accessory Outdoor sales and display in the Downtown Overlay District shall be subject to the following requirements:
  - A 6-foot-wide unobstructed pedestrian pathway shall be maintained at all times on all sidewalks.
  - All sales and display items shall be removed from the sidewalk and brought indoors into the business at the end of the business’ hours of daily operation.
  - No sales or display items may extend more than 24 inches from the building facade of the selling or displaying business.
  - No sales or display items may be located within the landscaped park strip, on the curb, in the gutter, or in the vehicular travel lanes.
  - All sales and display items shall be located directly in front of the business selling or displaying the items and may not be located in front of other businesses or properties. (Ord. 2012-22, 12-05-12)
- This use is not permitted if any part of the proposed or existing building containing the use is located within 1,500 feet from (a) any school (public or private kindergarten, elementary, middle, charter, junior high, high school), public park, public recreational facility, youth center, library, or church, (b) any other Tobacco Specialty Store, (c) any residential

use or residential zoning boundary, including mixed-use zones, or (d) on Vine Street. Distances shall be measured in a straight line, without regard to intervening structures or zoning districts, from a Tobacco Specialty Store structure to the property line of a school, public park, library, church, youth center, cultural activity, residential use, zoning district boundary, or other Tobacco Specialty Store. (Ord. 2011-19, 01-18-12)

6. This use shall be a permitted use with no maximum density when proposed within and as a part of the redevelopment of an existing registered historical building. (2020-20, 05-06-2020) (Ord. 2018-13, 08-15-2018)

(2020-46, 11-05-2020) (2020-42, 10-07-2020) (Ord. 2019-29, 12-04-2019) (Ord. 2019-13, 08-21-2019) (Ord. 2019-08, 03-20-2019) (Ord. 2018-24, 12-05-2018) (Ord. 2018-13, 08-15-2018) (Ord. 2012-22, 12-15-2012) (Ord. 2012-24, 11-21-2012) (Ord. 2012-17, 09-05-2012) (Ord. 2011-19, 01-18-2012) (Ord. 2010-16, 10-06-2010) (Ord. 2008-09, 11-05-2008) (Ord. 2006-18, 09-13-2006) (Ord. 2006-16, 07-19-2006) (Ord. 2006-10, 06-21-2006) (Ord. 2003-08, 03-19-2003) (Ord. 2003-02, 01-08-2003) (Ord. 2003-01, 01-08-2003) (Ord. 2002-21, 09-18-2002) (Ord. 1999-08, 04-06-1999) (Ord. 1999-06, 04-06-1999) (Ord. 1999-05, 04-06-1999) (Ord. 1998-40, 12-16-1998)

Architectural Standard Images and Examples:







AFFIDAVIT

PROPERTY OWNER

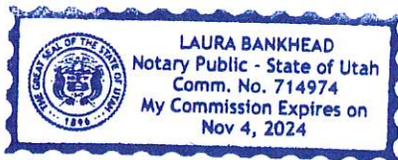
STATE OF UTAH                    }  
  }ss  
COUNTY OF TOOELE            }

I/we, Lisha + Jeff Hogan, being duly sworn, depose and say that I/we am/are the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my/our knowledge. I/we also acknowledge that I/we have received written instructions regarding the application for which I/we am/are applying and the Tooele City Community Development Department staff have indicated they are available to assist me in making this application.

Lisha Hogan  
(Property Owner)

[Signature]  
(Property Owner)

Subscribed and sworn to me this 22 day of March, 2023



Laura Bankhead  
(Notary)

Residing in Tooele County, Utah  
My commission expires: Nov. 4, 2024

AGENT AUTHORIZATION

I/we, Lisha + Jeff Hogan, the owner(s) of the real property described in the attached application, do authorize as my/our agent(s), Redevelopment Agency to represent me/us regarding the attached application and to appear on my/our behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

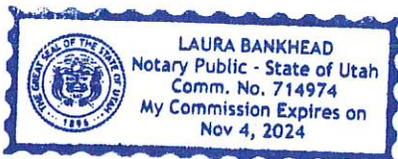
Lisha Hogan  
(Property Owner)

[Signature]  
(Property Owner)

Dated this 22 day of March, 2023 personally appeared before me Laura Bankhead, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

Laura Bankhead  
(Notary)

Residing in Tooele County, Utah  
My commission expires: Nov. 4, 2024



## Jared Stewart

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**From:** John Knudson <johncknudson@gmail.com>  
**Sent:** Wednesday, March 22, 2023 3:35 PM  
**To:** Jared Stewart  
**Subject:** Re: Updated Draft zoning application

Jared,

I won't be able to do anything on this. The signer is out of town for the next 10 days and besides that they don't meet until mid next month where the authorization to sign would take place. Please represent us as a participating party! I told SCG I would be back in touch AFTER the consummation of those purchase transactions we discussed occurs.

John

On Wed, Mar 22, 2023 at 2:37 PM Jared Stewart <[jareds@tooelecity.org](mailto:jareds@tooelecity.org)> wrote:

Hi John,

I've had some fair questions from other property owners about the need for an Affidavit as part of the zoning application. I thought I would clarify to everyone what it does and does not mean and send my most recent draft of the application.

The purpose and language in the affidavit is ONLY to show your approval of me submitting a re-zone application and presenting the application to the Planning Commission and City Council. It does not implicate anything outside the scope of the re-zone. Our planning staff highly recommends including an Affidavit from each property owner so that it shows the Commission and Council broad support, rather than me just telling them. It should help us get it re-zoned successfully.

Of course, you don't have to sign or submit an affidavit but it could help our application process. I would need a copy by the end of the week. Let me know if you have questions, concerns, or input about any of the permitted uses or design guidelines.

Thank you!

Jared



## Jared Stewart

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**From:** Steven Lowe <stevenlowe2@me.com>  
**Sent:** Friday, March 24, 2023 10:44 AM  
**To:** Jared Stewart  
**Cc:** Ronald Heslop; Jesse Lowe; Mitchell Lowe  
**Subject:** Fwd: Supplemental reply "Affidavit" and updated draft zoning application  
**Attachments:** CSD Zoning Application\_Draft 3-22-23 (Tooele Business Park).pdf

Hi Jared: Yesterday we responded to your March 22 email "Affidavit" request below.

This is a supplemental reply to further explain our collective position. The Properties sincerely want to avoid any misunderstanding. We support the RDA direction and efforts. You may treat this email as "off the record".

We declined to sign the attached "Affidavits" because they are legally binding and because they really are not "Affidavits" or written statements of facts.

1). The requested "Affidavit" would be a notarized statement declaring that any Exhibits are "in all aspects true and correct" and that "We have received written instructions regarding the Application". These statements are not complete or accurate and our Properties are not prepared to file any Application.

We do not know how the requested Affidavit might be used or who might rely on the statements?

2) The second requested document is a "Agent Authorization" designating someone left in 'blank' to represent our Properties and "appear on [our] behalf concerning the Application and to act in all respects as our agent in matters pertaining to the Application". This Authorization is similar to a Power of Attorney. We do intend to create any agent relationship.

We trust you will understand why we decline to sign these binding agreements.

Both documents may also create significant legal duties for the RDA or City of Tooele.

Please let me know if you want to discuss this reply. Thank you for keeping us well informed. Steven

Begin forwarded message:

**From:** Jared Stewart <jareds@tooelecitey.org>  
**Date:** March 22, 2023 at 2:47:07 PM CST  
**To:** stevenlowe2@me.com, jesse@boxccapital.com, mitch.lowe1448@gmail.com, rdhessy@gmail.com  
**Subject:** Affidavit and updated draft zoning application

Steven, Jesse, Mitch, and Ronald:

## Jared Stewart

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**From:** ronald heslop <rdhessy@gmail.com>  
**Sent:** Tuesday, March 28, 2023 7:15 PM  
**To:** Jared Stewart  
**Subject:** Re: Supplemental reply "Affidavit" and updated draft zoning application

I join with Steve and his sons in the support of a rezone that provides for the best utilization of our properties.

Ron

On Tue, Mar 28, 2023 at 3:57 PM Jared Stewart <[jareds@tooelecitey.org](mailto:jareds@tooelecitey.org)> wrote:

Ron,

Our City Attorney is recommending that we still get an email that expresses support of the project and re-zone application. Would you mind replying with a short statement? I have Steven's email below which he told me over phone I could share—it says that he supports the RDA direction and efforts. I know you coordinate closely with Steven, but due to your parcel being owned separately an email statement from you would be helpful and needed too.

Thank you in advance for your reply! Give me a call if you have questions.

Best,

Jared



**Jared Stewart | Tooele City Corporation**

Economic Development Director | Grant Administrator  
90 North Main Street | Tooele, UT | 84074  
Ph: (435) 843-2169 | Cell: (801) 834-3858

[jareds@tooelecitey.org](mailto:jareds@tooelecitey.org) | <https://tooelecitey.org> | [LinkedIn](#)

**From:** ronald heslop <[rdhessy@gmail.com](mailto:rdhessy@gmail.com)>  
**Sent:** Tuesday, March 28, 2023 7:07 AM  
**To:** Jared Stewart <[jareds@TooeleCity.org](mailto:jareds@TooeleCity.org)>  
**Cc:** Steven Lowe <[stevenlowe2@me.com](mailto:stevenlowe2@me.com)>; Ronald Heslop <[rdhessy@comcast.net](mailto:rdhessy@comcast.net)>; Jesse Lowe

## Jared Stewart

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**From:** Joy Clegg <joyclegg@icloud.com>  
**Sent:** Tuesday, March 28, 2023 8:19 PM  
**To:** Jared Stewart  
**Subject:** Re: Affidavit follow up

Thanks, Jared.

Yes, I do support the RDA in the rezone application and efforts to prepare the site for development. Please let me know if any further statement would be helpful.

Best Regards,

Joy

On Mar 28, 2023, at 3:57 PM, Jared Stewart <[jareds@TooeleCity.org](mailto:jareds@TooeleCity.org)> wrote:

Hi Joy,

I've spoken again with our City Attorney and received direction that if you aren't able or comfortable with the Affidavit that a email statement would be sufficient. Would you be willing to reply to this email with a short statement? It would only need to convey that you support the RDA in the re-zone application and efforts to prepare the site for development. I appreciate your support and help.

Best,  
Jared

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**From:** Jared Stewart  
**Sent:** Wednesday, March 22, 2023 2:39 PM  
**To:** '[joyclegg@icloud.com](mailto:joyclegg@icloud.com)' <[joyclegg@icloud.com](mailto:joyclegg@icloud.com)>  
**Subject:** Affidavit follow up

Hi Joy,

Like I mentioned on the phone, I've had some fair questions from other property owners about the need for an Affidavit as part of the zoning application. I took some time to clarify with our planning staff.

The purpose and language in the affidavit is ONLY to show your approval of me submitting a re-zone application and presenting the application to the Planning Commission and City Council. It does not implicate anything outside the scope of the re-zone. Our planning staff highly recommends including an Affidavit from each property owner so that it shows the Commission and Council broad support, rather than me just telling them. It should help us get it re-zoned successfully.

Of course, you don't have to sign or submit an affidavit but it could help our application process. I would need a copy by the end of the week, and we have notaries at City Hall available to help. Let me know if you have questions, concerns, or input about any of the permitted uses or design guidelines.

Thank you!  
Jared  
<image001.png>