

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council & Tooele City Redevelopment Agency will meet in a Work Session, on Wednesday, December 6, 2017 at the hour of 5:00 p.m. The meeting will be held at the Tooele City Hall Large Conference Room located at 90 North Main Street, Tooele, Utah.

1. Open City Council Meeting

2. Roll Call

3. Discussion:

- **Resolution 2017-47 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Discontinue the Collection of Fines for the Late Return of Library Materials**
Presented by Jami Carter
- **Resolution 2017-41 A Resolution of the Tooele City Council Authorizing the Purchase of Property from Storage City, L.L.C. for the Extension of 1280 North Street**
Presented by Roger Baker
- **Resolution 2017-49 A Resolution of the Tooele City Council Authorizing the Sale of Property in the Tooele City Commercial Park to Christensen & Griffith and Approving a Real Estate Purchase Contract**
Presented by Randy Sant

4. Close Meeting

- **Litigation**
- **Property Acquisition**
- **Personnel**

5. Adjourn

Michelle Y. Pitt
Tooele City Recorder/RDA Secretary

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

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, December 6, 2017 at the hour of 7:00 P.M. The meeting will be held in the Tooele City Hall Council Room located at 90 North Main Street, Tooele, Utah.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Resolution 2017-48 A Resolution of the Tooele City Council Consenting to the Mayor's Appointment of Rick Harrison as Tooele City Fire Chief**
Presented by Mayor Patrick Dunlavy
4. **Tooele Applied Technology College (TATC) 2018 Student of the Year**
Presented by Scott Snelson
5. **Presentation of Audit for Fiscal Year 2016/2017**
Presented by WSRP Certified Public Accountants
6. **Mayor's Youth Recognition Awards**
7. **Public Comment Period**
8. **Recess to RDA Meeting**
9. **Reconvene City Council**
10. **Resolution 2017-47 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Discontinue the Collection of Fines for the Late Return of Library Materials**
Presented by Jami Carter
11. **Resolution 2017-41 A Resolution of the Tooele City Council Authorizing the Purchase of Property from Storage City, L.L.C. for the Extension of 1280 North Street**
Presented by Roger Baker
12. **Ordinance 2017-29 An Ordinance Adopting the 1000 North Retail Community Reinvestment Project Area Plan, as Approved by the Redevelopment Agency of Tooele City, Utah, as the Official Community Reinvestment Project Area Plan for the Project Area, and Directing that Notice of the Adoption be Given as Required by Statute**
Presented by Randy Sant
13. **Ordinance 2017-30 An Ordinance Adopting the 1000 North West Industrial Community Reinvestment Project Area Plan, as Approved by the Redevelopment Agency of Tooele City, as the Official Community Reinvestment Project Area Plan for the Project Area, and Directing that Notice of the Adoption be Given as Required by Statute**
Presented by Randy Sant

- 14. Ordinance 2017-31 An Ordinance Adopting the Tooele Business Park Community Reinvestment Project Area Plan, as Approved by the Redevelopment Agency of Tooele City, as the Official Community Reinvestment Project Area Plan for the Project Area, and Directing that Notice of the Adoption be Given as Required by Statute
Presented by Randy Sant**
- 15. Resolution 2017-49 A Resolution of the Tooele City Council Authorizing the Sale of Property in the Tooele City Commercial Park to Christensen & Griffith and Approving a Real Estate Purchase Contract
Presented by Randy Sant**
- 16. Mayor's Comments**
- 17. Minutes
November 15, 2017**
- 18. Invoices
Presented by Michelle Pitt**
- 19. Adjourn**

Michelle Y. Pitt
Tooele City Recorder

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

TOOELE CITY CORPORATION

RESOLUTION 2017-48

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO THE MAYOR'S APPOINTMENT OF RICK HARRISON AS TOOELE CITY FIRE CHIEF.

WHEREAS, Section 2-06 of the Tooele City Charter (2006) provides in pertinent part as follows: "Departments shall be established by ordinance of the Council. The Mayor shall, with the consent of a majority of the Council, designate a head of each department of City government"; and,

WHEREAS, Tooele City Code Chapter 3-1 established the Fire Department and provides for a Chief of the Department; and,

WHEREAS, Tooele City Code Section 1-6-6 provides that the Mayor shall appoint the Fire Chief; and,

WHEREAS, through its traditional nomination and election process, the Fire Department in late 2013 (effective January 2014) selected Michael Jensen as Fire Chief, Bucky Whitehouse as First Assistant Chief, and Rick Harrison as Second Assistant Chief, each serving in the selected position for two years, following which Bucky Whitehouse became Fire Chief, Rick Harrison became First Assistant Chief, and Chris Shubert was selected as Second Assistant Chief (effective January 2016); and,

WHEREAS, as Chief Whitehouse's distinguished term of service comes to a close, and in recognition of the Fire Department tradition of nominating and selecting Fire Department leadership, Mayor Patrick Dunlavy has appointed Rick Harrison as Chief of the Fire Department, effective January 1, 2018, and seeks the required consent of the City Council:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Council hereby consents to Mayor Patrick Dunlavy's appointment of Rick Harrison as Chief of the Fire Department for a term not to exceed two years.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

PUBLIC NOTICE

Notice is hereby given that the Tooele City Redevelopment Agency will meet in a **Business Meeting** on **Wednesday, December 6, 2017, at Approximately 7:30 P.M.** The meeting will be held in the Tooele City Hall Council Room located at 90 North Main Street, Tooele, Utah.

1. **Open RDA Meeting**
2. ***PUBLIC HEARING* to Consider Adoption of the Community Reinvestment Plan for the 1000 North Retail Community Reinvestment Project Area**
Presented by Randy Sant
3. ***PUBLIC HEARING* to Consider Adoption of the Community Reinvestment Plan for the 1000 North West Industrial Community Reinvestment Project Area**
Presented by Randy Sant
4. ***PUBLIC HEARING* to Consider Adoption of the Community Reinvestment Plan for the Tooele Business Park Community Reinvestment Project Area**
Presented by Randy Sant
5. **RDA Resolution 2017-08 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Adopting an Official Project Area Plan for 1000 North Retail Community Reinvestment Project Area**
Presented by Randy Sant
6. **RDA Resolution 2017-09 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Adopting an Official Project Area Plan for 1000 North West Industrial Community Reinvestment Project Area**
Presented by Randy Sant
7. **RDA Resolution 2017-10 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Adopting an Official Project Area Plan for Tooele Business Park Community Reinvestment Project Area**
Presented by Randy Sant
8. **Other Business**
Presented by Randy Sant
9. **Minutes**
October 18, 2017
10. **Adjourn RDA**
11. **Reconvene City Council**

Michelle Y. Pitt
Tooele City Recorder/RDA Secretary

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

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2017-08

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (“RDA”) ADOPTING AN OFFICIAL PROJECT AREA PLAN FOR 1000 NORTH RETAIL COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS, the Redevelopment Agency of Tooele City, Utah (the "Agency") was created to transact the business and exercise the powers provided for in the current Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code Ann. 1953, as amended (the "Act"); and,

WHEREAS, Tooele City, (the “City”) has a planning commission and has adopted a general plan pursuant to applicable law; and,

WHEREAS, the Agency, by Resolution, has authorized the preparation of a draft project area plan as provided in Section 17C-5-103 of the Act, and the Plan has been prepared as provided in Section 17C-5-105 of the Act; and,

WHEREAS, pursuant to Section 17C-5-104 of the Act, the Agency has (a) prepared a draft 1000 North Retail Community Reinvestment Project Area Plan (the “Project Area Plan” or “Plan”) and (b) made the draft Project Area Plan available to the public at the Agency’s offices during normal business hours for 30 days prior to the date of adoption of the Plan; and,

WHEREAS, the Agency provided notice of the public hearing in compliance with Sections 17C-1-805, 806, 808, and 809; and,

WHEREAS, the Agency has held a public hearing on the draft Project Area Plan and at that Plan hearing (a) allowed public comment on the draft Project Area Plan and whether the draft Project Area Plan should be revised, approved or rejected, and (b) received all written and heard all oral objections to the draft Project Area Plan; and,

WHEREAS, after holding the public hearing, and at the same meeting, the Agency considered the oral and written objections to the draft Project Area Plan, and whether to revise, approve or reject the draft Project Area Plan:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH:

Section 1. Adoption of Project Area Plan. It has become necessary and desirable to adopt the draft Project Area Plan as the official Project Area Plan for the Project Area. The draft Project Area Plan, in the form attached hereto as **Exhibit C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby designated and adopted as the official Project Area Plan for the Project Area. The Agency shall submit the Project Area Plan, together with a copy of this Resolution, to the Tooele City Council requesting

that the Project Area Plan be adopted by ordinance, by the legislative body of Tooele City in accordance with the provisions of the Act.

Section 2. Legal Description of the Project Area Boundaries. The legal description of the boundaries of the Project Area covered by the Project Area Plan is attached hereto and incorporated herein as **Exhibit A**. A map of the Project Area is attached and incorporated herein as **Exhibit B**.

Section 3. Agency's Purposes and Intent. The Agency's purposes and intent with respect to the Project Area are to accomplish the following:

- A. Provide essential governmental services to the Project Area by providing a mechanism to develop public infrastructure within or to serve the Project Area.
- B. Encourage and accomplish appropriate private development and community development activities within the Project Area.
- C. Provide for the strengthening of the tax base and economic health of the community.

Section 4. Project Area Plan Incorporated by Reference. The Project Area Plan, together with supporting documents, in the form attached as **Exhibit C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby incorporated herein by reference, and made a part of this Resolution. Copies of the Project Area Plan shall be filed and maintained in the office of the Agency and the City Recorder for public inspection.

Section 5. Agency Board Findings. The Agency Board hereby determines and finds as follows:

The adoption of the Project Area Plan will:

- A. Satisfy a public purpose by, among other things, encouraging and accomplishing appropriate community development and reinvestment activities within the Project Area;
- B. Provide a public benefit in the form of, among other things, increased development activity within the boundaries of the Agency, including in particular within the Project Area, that is desirable and will enhance the tax base of all taxing entities within the Project Area;
- C. Be economically sound and feasible; in that the revenue needed for the implementation of the Project Area Plan will come from incremental property taxes generated by new private development within the Project Area, all as further shown and supported by the analysis contained in the Project Area Plan;
- D. Conform to the City's general plan in that, among other things, the Project Area Plan provides that all development in the Project Area is to be in accordance with the City's zoning ordinances and requirements, and the development activities contemplated by the Project Area Plan are in harmony with the City's general plan; and,

E. Promote the public peace, health, safety and welfare of the citizens of the City.

Section 6. Financing. Subject to any limitations required by currently existing law (unless a limitation is subsequently eliminated), this Resolution hereby specifically incorporates all of the provisions of the Act that authorize or permit the Agency to receive funding for the Project Area and that authorize the various uses of such funding by the Agency, and to the extent greater (or more beneficial to the Agency) authorization for receipt of funding by the Agency or use thereof by the Agency is provided by any amendment of the Act or by any successor provision, law or act, those are also specifically incorporated herein. It is the intent of this Resolution that the Agency shall have the broadest authorization and permission for receipt of and use of sales tax, tax increment and other funding as is authorized by law, whether by existing or amended provisions of law. This Resolution also incorporates the specific provisions relating to funding of community reinvestment project areas permitted by Chapter 5 of the Act.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption, and pursuant to the provisions of the Act, the Project Area Plan shall become effective upon adoption by Ordinance of the legislative body of the City.

IN WITNESS WHEREOF, the Governing Board of the Redevelopment Agency of Tooele City, has approved, passed and adopted this Resolution this 6th day of December, 2017.

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

(For)

(Against)

ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, RDA Secretary

S E A L

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

EXHIBIT A – LEGAL DESCRIPTION OF THE PROJECT AREA

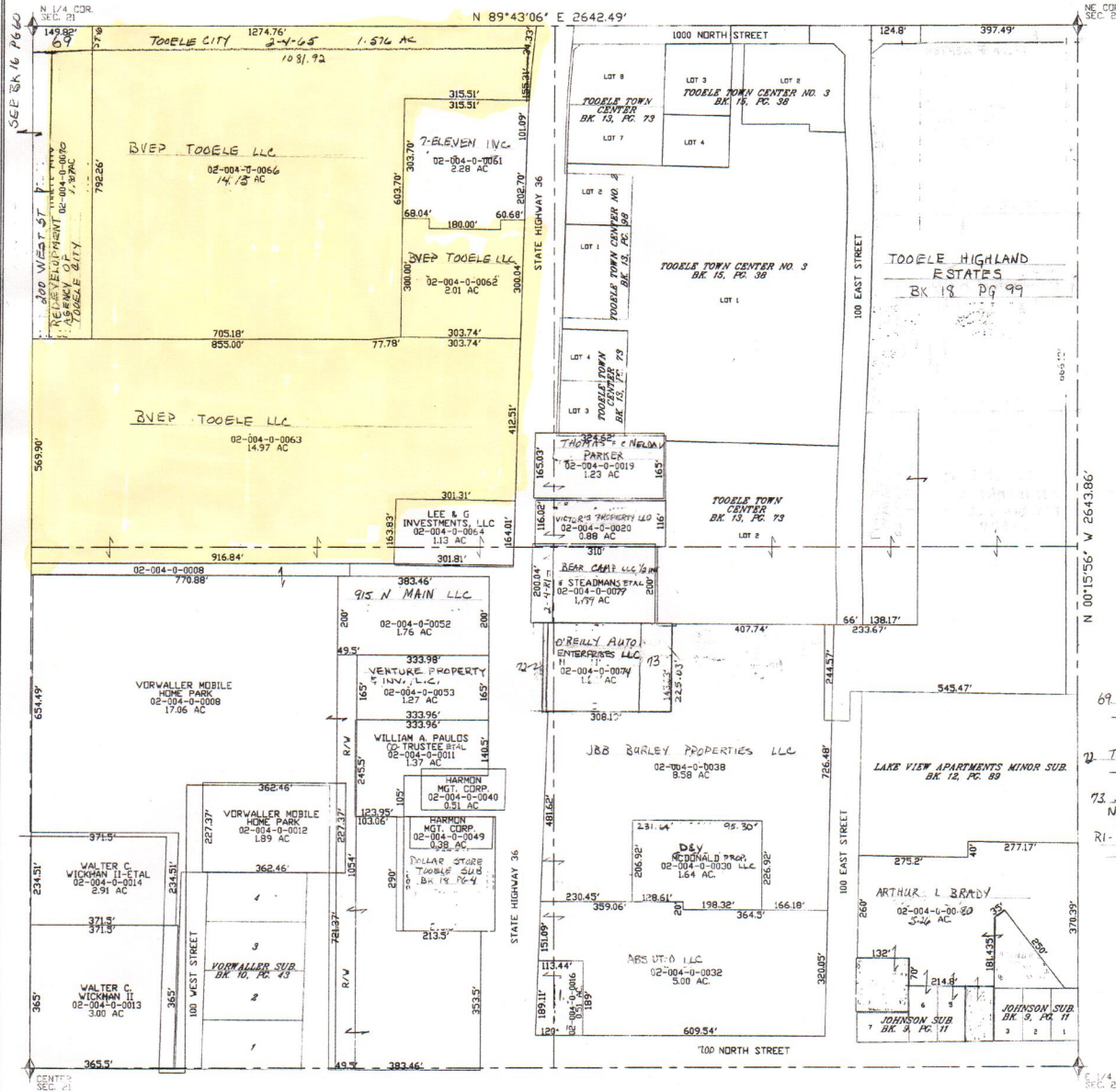
EXHIBIT B – MAP OF THE PROJECT AREA

EXHIBIT C – PROJECT AREA PLAN



TOOELE CITY

NE 1/4 SEC 21 T3S, R4W, SLB&M



SCALE: 1"=200'

This plat was created pursuant to Utah Code annotated 1953, as amended, Section 17-21-21, solely for the purposes set forth therein and is based upon information provided by recorded deeds. Tooele County assumes no liability for errors, omissions, variations, gaps or overlaps which may vary with an actual survey.

- 1. JOAN M DAHL 2-4-16 0.51 AC
- 69. TOOELE CITY CORD 2-4-69 0.213 AC
- 70. TOOELE CITY CORD 2-4-72 0.029
- 73 BRUCE & LYNDIA STEADMAN NOLAN & CHRISTIE STEADMAN 2-4-73 0.41 AC
- R1- UDOT 2-4-21 0.251 AC

ORIGINATED BY: TOOELE COUNTY RECORDER

DATE: 6/16/06

REVISIONS: 80
4/17/61 2-4-80 8/20/15

NE 1/4 SEC. 21 T3S, R4W, SLB&M

SCALE: 1"=200"

1000 NORTH RETAIL COMMUNITY DEVELOPMENT RENVESTMENT DRAFT PROJECT AREA PLAN

Redevelopment Agency of Tooele City

September 2017

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SECTION 1: INTRODUCTION

The Redevelopment Agency of Tooele City (the "Agency"), following consideration of the needs and desires of Tooele City (the "City") and its residents, as well as the City's capacity for new development, has prepared this Project Area Plan (the "Plan") for the 1000 North Retail Community Development Reinvestment Project Area (the "Project Area"). This Plan is the result of an evaluation of the type of development that would provide significant economic development return for the City and adequate return on the investment to the City and the developer. The Plan is envisioned to define the methods and means of development for the Project Area from its current state, to a higher and better use. The City has determined that it is in the best interest of its residents to assist in the development of the Project Area. It is the purpose of this Plan to set forth the objectives of this development, its scope, its mechanism, and its value to the residents of the City and other taxing districts.

The Project is being undertaken as a community reinvestment project pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been undertaken as part of the establishment of the Project Area.

SECTION 2: DEFINITIONS

As used in this plan

- 2.1 "Act" means Title 17C of the Utah Code Annotated ("UCA") 1953, as amended: the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act, as amended, or such successor law or act as may from time to time be enacted.
- 2.2 "Agency" means the Redevelopment Agency of Tooele City, created and operating pursuant to UCA 17C-1-101 and its predecessor or successor statutes, as designated by Tooele City to act as the redevelopment agency.
- 2.3 "Agencies Board" means the governing body of Tooele City
- 2.4 "Base Taxable Value" has the same meaning that it bears in the Act (UCA 17C-1-102(8)). "Base Taxable Value" is synonymous with "Base Year Taxable Value", "Base Year Value", and "Base Value".
- 2.5 "Base Tax Amount" means a sum equal to the tax revenue arising from the Project Area during the Base Year, which is calculated as the product of the Base Taxable Value and the certified tax rate in effect during the Base Year.

- 2.6 "Base Year" means the Tax Year during which the Project Area Budget is approved pursuant to UCA 17C-1-102 (9) (a).
- 2.7 "Bond" means any bonds, notes, interim certificates, or other obligations issued by an agency.
- 2.8 "City" means Tooele City, a political subdivision of the State of Utah.
- 2.9 "County" means Tooele County, a political subdivision of the State of Utah.
- 2.10 "Comprehensive General Plan" or "General Plan" means the general plan adopted by the City under the provisions of UCA 10-9a-401
- 2.11 "Community Development" means development activities within a community, including the encouragement, promotion, or provision of development.
- 2.12 "Community Reinvestment Project Area Plan" means a project area plan, as defined by UCA 17C-1-102(21) of the Act, designed to foster project area development, as defined in UCA 17C-1-102 (47) of the Act, developed by the Agency and adopted by ordinance of the governing body of the City, to guide and control community development undertakings in a specific project area.
- 2.13 "Governing Body" means (a) in reference to the Redevelopment Agency of Tooele City; the Board of the Agency, or (b) if used in reference to Tooele City, the City Council of Tooele City.
- 2.14 "Project Area" means the 1000 North Retail Community Reinvestment Project Area, as selected by resolution of the Agency.
- 2.15 "Property Taxes" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.
- 2.16 "Taxing Entities" means the public entities, including the state, county, city, school district, special district, or other public body, which levy property taxes on any parcel or parcels of property located within the Joint Project Area.
- 2.17 "Tax Increment" means that portion of the levied taxes each year in excess of the base tax amount, which excess amount is paid into a special fund of the Agency, pursuant to UCA 17C-1-102(60)(a) and Part 5 of UCA Chapter 17C-1, as amended.
- 2.18 "Tax Year" means the 12 month period between sequential tax role equalizations (November 1st through October 31st) of the following year, e.g., the Nov. 1, 2016- Oct. 31, 2017 tax year).

SECTION 3: DESCRIPTION OF COMMUNITY REINVESTMENT PROJECT AREA

The Project Area lies entirely within the boundaries of the City and is located along SR 36 and 1000 North. The property encompasses approximately 57 acres of land, as delineated in the office of the Utah County Recorder.

The Project Area encompasses all of the parcels outlined and attached hereto in APPENDIX A.

A map of the Project Area is attached hereto in APPENDIX B.

SECTION 4: PROJECT AREA CHARACTERISTICS AND HOW THEY WILL BE AFFECTED BY COMMUNITY DEVELOPMENT

LAND USES IN THE PROJECT AREA

The Project Area currently consists primarily of vacant underutilized land. The Project Area is designated for commercial, office and residential use. This Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated.

Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Plan shall be undertaken in accordance with the requirements of the revised Ordinances of the City, and all other applicable laws including all goals and objectives in the City General Plan.

LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

The layout of principle streets within the Project Area are outlined in APPENDIX B.

POPULATION IN THE PROJECT AREA

The Project Area was laid out in order to create the least amount of disruption to existing residential structures. Currently there is no housing or population existing within the Project Area.

BUILDING INTENSITIES IN THE PROJECT AREA

Any new development within the Project Area will be required to meet all current or amended zoning requirements and design or development standards. The proposed development could include approximately 150,000 square feet of commercial space, and up to 312 residential units. There could be additional commercial or residential development constructed in the project area. .

SECTION 5: STANDARDS THAT WILL GUIDE COMMUNITY DEVELOPMENT

DEVELOPMENT OBJECTIVES

The Agency and City desire to maintain a high-quality mixed use development as a focal point to the City. The Agency and City want to guide development in order to ensure development standards blend harmoniously with the character of the City.

DESIGN OBJECTIVES

Development within the Project Area will be held to the highest quality design and construction standards, subject to (1) appropriate elements of the City General Plan; (2) the planning and zoning ordinances of the City; (3) other applicable building codes and ordinances of the City; (4) and Agency review to ensure consistency with this Plan.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, off-street parking to be provided, and any other data determined to be necessary, or requested by, the City or the Agency.

All development shall provide an attractive environment, blend harmoniously with the adjoining areas, and provide for the optimum amount of open space and well-landscaped area in relation to the new buildings. In addition, it shall maintain maximum availability of off-street parking, and comply with the provisions of this Plan.

APPROVALS

The Agency may have the right to approve the design and construction documents of any development within the Project Area to ensure that any development within the Project Area is consistent with this Project Area Plan.

SECTION 6: HOW THE PURPOSES OF THE STATE LAW WOULD BE ATTAINED BY COMMUNITY DEVELOPMENT

It is the intent of the Agency, with possible assistance from the City and in participation with potential developers and property owners, to accomplish the goals and objectives of this Project Area Plan, which will include the development contemplated within this Plan. This development will include the construction of public infrastructure, and the appropriate use of incentives permitted under the Act, to maximize the development within the Project Area which will be beneficial to the citizens of the City. This development will strengthen the community tax base and increase employment opportunities, which are objectives of the Community Reinvestment Act, and the State of Utah.

SECTION 7: HOW THE PLAN IS CONSISTENT WITH THE COMMUNITY'S GENERAL PLAN

This Plan and the development contemplated within the Project Area shall conform to the City General Plan and land use regulations.

SECTION 8: DESCRIPTION OF THE SPECIFIC PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT

The City has received a proposal for the development of the property within the Project Area. The proposed development will include commercial and multi storey residential, which will meet the objectives of the Agency for development and financial participation .These objectives include pursuing development of vacant parcels of property within the Project Area, land assemblage and installation and upgrade of public utilities in the Project Area, which will result in an economic increase to the Agency and City.

SECTION 9:WAYS IN WHICH PRIVATE DEVELOPERS WILL BE SELECTED TO UNDERTAKE THE COMMUNITY DEVELOPMENT

The City and Agency will select or approve such development, as solicited or presented to the Agency and City, that meets the development objectives set forth in this Plan. The City and Agency retain the right to approve or reject any such development plan(s) that, in their judgment, do not meet the development intent

for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, and/or from other such references and referrals.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers will need to provide a thorough development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

SECTION 10: REASONS FOR THE SELECTION OF THE PROJECT AREA

This community reinvestment project area was selected by the Agency as an area within the City that presents an opportunity to strengthen the economic base of the City, and fulfill a public need through the investment of private capital. Boundaries of the Project Area were determined by the Agency after a review of a study area by members of the City staff, and consultant.

SECTION 11: DESCRIPTIONS OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE AREA

The Project Area consists of approximately 57 acres of property as shown in the Project Area Map. The Agency wants to encourage development and improvements as applicable, to increase the economic conditions within the Project Area that will provide a revenue source to assist the City in meeting its budget goal and requirements of providing necessary services to its citizens. Currently the property is vacant within the Project Area, and there are no significant physical or social conditions that need to be addressed.

SECTION 12: DESCRIPTIONS OF SOME INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA

The following describes incentives which the Agency intends to offer within the Project Area to developers, participants, and property owners as incentives to improve and develop property within the Project Area:

1. The Agency intends to use the tax increment approved by agreement with the Taxing Entities for public infrastructure improvements, construction of certain offsite improvements, removal of any impediments that would hinder the development required by this Plan, costs associated with permitting and entitling the property and other improvements as approved by the Agency.
2. Payments will be made to the developers as contemplated for improvements and developments as outlined and approved in the required development/participation agreement.
3. Expenditures approved and outlined in the adopted Project Area Budget

Except where the Agency issue Bonds or otherwise borrows or receives funds, the Agency expect to pay the City, developers, or participants for the agreed amounts, in the agreed upon time frame to the extent the tax increment funds are received and available.

SECTION 13: PLAN RESTRICTIONS

13.1 Eminent Domain

This Community Reinvestment Project Area Plan does not allow the Agency to acquire real property through the use of eminent domain.

13.2 Tax Increment

Use of tax increment is subject to approval of the Agency Project Area Budget through an interlocal agreement with any Taxing Entity that levies a certified tax rate within the Project Area. The use of tax increment is essential in meeting the objectives of this Plan.

SECTION 14: TECHNIQUES TO ACHIEVE THE PURPOSES OF THE COMMUNITY REINVESTMENT AGENCY ACT, AND THIS PLAN.

The Agencies will meet the purpose of the Community Reinvestment Agency Act, and this plan by implementing the following objectives:

14.1 Acquisition of Real Property

The Agency may acquire, but is not required to acquire, real property located in the Project Area, by gift, devise, exchange, purchase, or any other lawful method. The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, and rights of way. The Agency shall not acquire real property without the consent of the owner.

14.2 Acquisition of Personal Property

Generally personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

14.3 Cooperation with the Community and Public Bodies

The community and certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, operation or implementation of this Project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of Community Development and the highest public good, including approval of the Project Area Budget, and participation in the funding of the Project Area by an interlocal agreement.

14.4 Property Management

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for economic development purposes.

14.5 Property Disposition and Development

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Community Reinvestment Plan. The Agency is authorized to install and construct, or to cause to be installed and constructed, public improvements, public facilities, and public utilities, within and without the Project Area, not prohibited by law, which are necessary to carry out this Community Reinvestment Plan; and in accordance with the terms and conditions of any existing agreements with the private developers and the approved Project Area Budget and interlocal agreements. The Agency is authorized to prepare or to cause to be prepared as building sites, any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated, any building or structures that may remain in the Project Area.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed, trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by, leases or sales, by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in the Plan. Real property may be conveyed by the Agency to the City or any other public body without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention or use of property for speculative purposes and to ensure that the development is carried out pursuant to this Community Reinvestment Plan. All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this Community Reinvestment Plan, to begin and complete development of property within a period of time, which the Agency fix as reasonable, and to comply with other conditions which the Agency deem necessary to carry out the purposes of this Plan.

14.6 Development

The objectives of the Plan are to be accomplished through the Agency encouragement of, and assistance to, private enterprise in carrying out project development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, any real property sold, leased or conveyed by the Agency, as well as any property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinances, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or without the Project Area for

themselves or any public body or public entity to the extent that such improvement would be a benefit to the Project Area. During the period of development in the Project Area, the Agency shall ensure that the provisions of this Plan, and of other documents formulated by the Agency pursuant to this Plan, are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers, both public and private, may be submitted to the City for approval and architectural review. All Project Area development, requiring financial participation by the Agency, must conform to this Plan and all applicable federal, state, and local laws.

SECTION 15: PROPOSED METHOD OF FINANCING

15.1 Authorization

The Agency is authorized to finance this project with financial assistance from the Taxing Entities, City, property tax increments which accrue within the Project Area, interest income, Agency bonds, or any other available source of revenue.

15.2 Tax Increment

Briefly stated, the tax increments that will be available under this Plan are determined in the following manner. After this Plan is adopted, the total taxable value of property within the Project Area is determined using the taxable values shown on the last equalized assessment roll prior to the adoption of the Plan. For purposes of this Plan, the base year value last equalized shall be January 1, 2017. This provides a base figure. To the extent the taxable values of property within the Project Area increase above this base figure, application of prevailing tax rates to the increased property value above the base figure yields "tax increments." These tax increments arise only with respect to property located in the Project Area. Other Taxing Entities continue to be entitled to receive the tax revenue that result from application of prevailing tax rates up to the base figure of taxable property value. In accordance with law, the Agency will prepare a Project Budget outlining the expense and revenue for this Project. Once adopted by the Agency, the Agency will be required to obtain the consent by an interlocal agreement with each Taxing Entity allowing the Agency to take any portion of the available tax increment.

15.3 Collection Period

The applicable length of time, or number of years for which the Agency is to be paid tax increment shall be subject to the approved interlocal agreement.

Pursuant to the Community Reinvestment Agency Act, taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of Utah, and the Taxing Entities after the effective date of the ordinance approving this Plan, shall be paid to the Agency in accordance with the terms and conditions of the approved interlocal agreement.

15.4 Cities Funding or Loans

Operating capital for administration and developer participation in the Project has been, and may be, provided by the City until adequate tax increments or other funds are available, or sufficiently assured to

repay the loans and/or to permit borrowing adequate working capital from sources other than the City. Advances and loans from the City or the Agency may bear a reasonable rate of interest.

SECTION 16: PROVISIONS FOR AMENDING THE COMMUNITY DEVELOPMENT PLAN

This Plan may be amended, or modified, any time by the means of the procedures established in the Act, its successor statutes, or any other procedure established by law.

SECTION 17: NECESSARY AND APPROPRIATE ANALYSIS

Authority to take action or enter into agreements under this Plan shall be vested exclusively in the Agency Governing Board. The Agency Governing Board shall be authorized to delegate this authority pursuant to resolutions approved by the Board. The administration and enforcement of this Plan, and any documents implementing this Plan, shall be performed by the Agency and/or the City.

The provisions of this Plan, or other documents entered into pursuant to this Plan, may also be enforced by litigation by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, agreements or any recorded provisions which are expressly for the benefit of owners of property in the project Area may be enforced by such owners.

The particulars of any contemplated development will be set out in a participation agreement between the Agency and the participant requesting assistance.

Before any future development agreement or participation agreement under the Plan may be entered into and/or executed by the Agency, the Agency may hold a public hearing on the proposed agreement. The Agency may prepare, or require the developer/participant to prepare a feasibility analysis, and a necessary and appropriate analysis with respect to all new projects being proposed, and with respect to the ongoing feasibility of the overall Project being implemented pursuant to this Plan. The purpose of this provision is to assure that the feasibility, necessity, appropriateness, the nature, extent of, and need for any public subsidy or other assistance, and the likely public benefit of new projects is reviewed on their own merits and in the context of implementing this Plan as a whole before any particular projects are approved, thereby assuring that substantial and effective measures are being taken, or have been taken, that are reasonably designed to mitigate any harm, damage, or disadvantage as may be suffered as a result of development within the Project Area by owners of property, or tenants within the Project Area.

APPENDIX A: MAP

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2017-09

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (“RDA”) ADOPTING AN OFFICIAL PROJECT AREA PLAN FOR 1000 NORTH WEST INDUSTRIAL COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS, the Redevelopment Agency of Tooele City, Utah (the "Agency") was created to transact the business and exercise the powers provided for in the current Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code Ann. 1953, as amended (the "Act"); and,

WHEREAS, Tooele City, (the “City”) has a planning commission and has adopted a general plan pursuant to applicable law; and,

WHEREAS, the Agency, by Resolution, has authorized the preparation of a draft project area plan as provided in Section 17C-5-103 of the Act, and the Plan has been prepared as provided in Section 17C-5-105 of the Act; and,

WHEREAS, pursuant to Section 17C-5-104 of the Act, the Agency has (a) prepared a draft 1000 North West Industrial Community Reinvestment Project Area Plan (the “Project Area Plan” or “Plan”) and (b) made the draft Project Area Plan available to the public at the Agency’s offices during normal business hours for 30 days prior to the date of adoption of the Plan; and,

WHEREAS, the Agency provided notice of the public hearing in compliance with Sections 17C-1-805, 806, 808, and 809; and,

WHEREAS, the Agency has held a public hearing on the draft Project Area Plan and at that Plan hearing (a) allowed public comment on the draft Project Area Plan and whether the draft Project Area Plan should be revised, approved or rejected, and (b) received all written and heard all oral objections to the draft Project Area Plan; and,

WHEREAS, after holding the public hearing, and at the same meeting, the Agency considered the oral and written objections to the draft Project Area Plan, and whether to revise, approve or reject the draft Project Area Plan:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH:

Section 1. Adoption of Project Area Plan. It has become necessary and desirable to adopt the draft Project Area Plan as the official Project Area Plan for the Project Area. The draft Project Area Plan, in the form attached hereto as **Exhibit C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby designated and adopted as the official Project Area Plan for the Project Area. The Agency shall submit the Project Area Plan, together with a copy of this Resolution, to the Tooele City Council requesting

that the Project Area Plan be adopted by ordinance, by the legislative body of Tooele City in accordance with the provisions of the Act.

Section 2. Legal Description of the Project Area Boundaries. The legal description of the boundaries of the Project Area covered by the Project Area Plan is attached hereto and incorporated herein as **Exhibit A**. A map of the Project Area is attached and incorporated herein as **Exhibit B**.

Section 3. Agency's Purposes and Intent. The Agency's purposes and intent with respect to the Project Area are to accomplish the following:

- A. Provide essential governmental services to the Project Area by providing a mechanism to develop public infrastructure within or to serve the Project Area.
- B. Encourage and accomplish appropriate private development and community development activities within the Project Area.
- C. Provide for the strengthening of the tax base and economic health of the community.

Section 4. Project Area Plan Incorporated by Reference. The Project Area Plan, together with supporting documents, in the form attached as **Exhibit C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby incorporated herein by reference, and made a part of this Resolution. Copies of the Project Area Plan shall be filed and maintained in the office of the Agency and the City Recorder for public inspection.

Section 5. Agency Board Findings. The Agency Board hereby determines and finds as follows:

The adoption of the Project Area Plan will:

- A. Satisfy a public purpose by, among other things, encouraging and accomplishing appropriate community development and reinvestment activities within the Project Area;
- B. Provide a public benefit in the form of, among other things, increased development activity within the boundaries of the Agency, including in particular within the Project Area, that is desirable and will enhance the tax base of all taxing entities within the Project Area;
- C. Be economically sound and feasible; in that the revenue needed for the implementation of the Project Area Plan will come from incremental property taxes generated by new private development within the Project Area, all as further shown and supported by the analysis contained in the Project Area Plan;
- D. Conform to the City's general plan in that, among other things, the Project Area Plan provides that all development in the Project Area is to be in accordance with the City's zoning ordinances and requirements, and the development activities contemplated by the Project Area Plan are in harmony with the City's general plan; and,

E. Promote the public peace, health, safety and welfare of the citizens of the City.

Section 6. Financing. Subject to any limitations required by currently existing law (unless a limitation is subsequently eliminated), this Resolution hereby specifically incorporates all of the provisions of the Act that authorize or permit the Agency to receive funding for the Project Area and that authorize the various uses of such funding by the Agency, and to the extent greater (or more beneficial to the Agency) authorization for receipt of funding by the Agency or use thereof by the Agency is provided by any amendment of the Act or by any successor provision, law or act, those are also specifically incorporated herein. It is the intent of this Resolution that the Agency shall have the broadest authorization and permission for receipt of and use of sales tax, tax increment and other funding as is authorized by law, whether by existing or amended provisions of law. This Resolution also incorporates the specific provisions relating to funding of community reinvestment project areas permitted by Chapter 5 of the Act.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption, and pursuant to the provisions of the Act, the Project Area Plan shall become effective upon adoption by Ordinance of the legislative body of the City.

IN WITNESS WHEREOF, the Governing Board of the Redevelopment Agency of Tooele City, has approved, passed and adopted this Resolution this 6th day of December, 2017.

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

(For)

(Against)

ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, RDA Secretary

S E A L

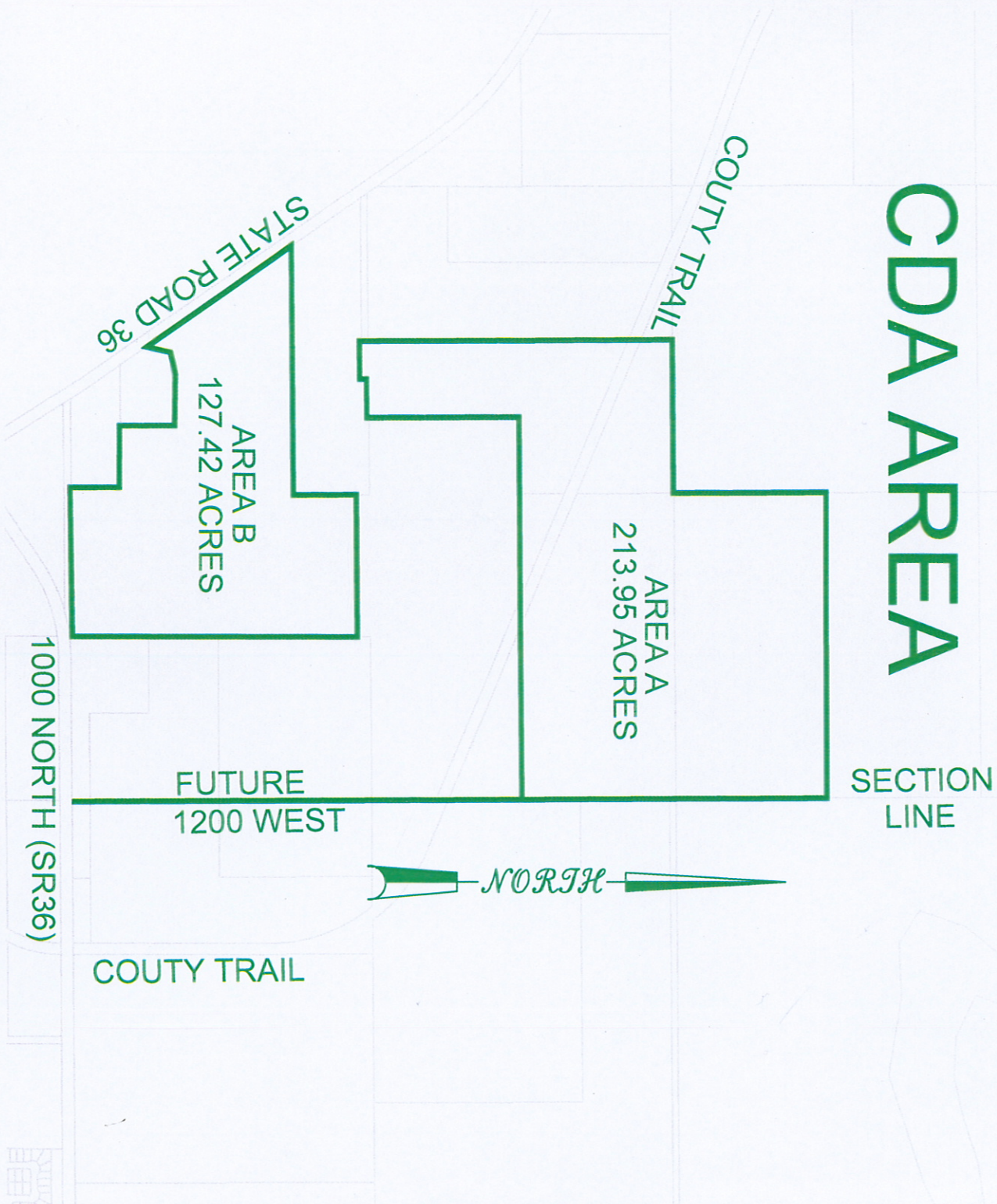
Approved as to Form: _____
Roger Evans Baker, RDA Attorney

EXHIBIT A – LEGAL DESCRIPTION OF THE PROJECT AREA

EXHIBIT B – MAP OF THE PROJECT AREA

EXHIBIT C – PROJECT AREA PLAN

CDA AREA



STATE ROAD 36

AREA B
127.42 ACRES

AREA A
213.95 ACRES

FUTURE
1200 WEST

1000 NORTH (SR36)

COUNTY TRAIL

SECTION
LINE



COUNTY TRAIL

1000 NORTH WEST INDUSTRIAL COMMUNITY DEVELOPMENT REINVESTMENT DRAFT PROJECT AREA PLAN

Redevelopment Agency of Tooele City

September 2017

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SECTION 1: INTRODUCTION

The Redevelopment Agency of Tooele City (the "Agency"), following consideration of the needs and desires of Tooele City (the "City") and its residents, as well as the City's capacity for new development, has prepared this Project Area Plan (the "Plan") for the 1000 North West Industrial Community Development Reinvestment Project Area (the "Project Area"). This Plan is the result of an evaluation of the type of development that would provide significant economic development return for the City and adequate return on the investment to the City and the developer. The Plan is envisioned to define the methods and means of development for the Project Area from its current state, to a higher and better use. The City has determined that it is in the best interest of its residents to assist in the development of the Project Area. It is the purpose of this Plan to set forth the objectives of this development, its scope, its mechanism, and its value to the residents of the City and other taxing districts.

The Project is being undertaken as a community reinvestment project pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been undertaken as part of the establishment of the Project Area.

SECTION 2: DEFINITIONS

As used in this plan

- 2.1 "Act" means Title 17C of the Utah Code Annotated ("UCA") 1953, as amended: the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act, as amended, or such successor law or act as may from time to time be enacted.
- 2.2 "Agency" means the Redevelopment Agency of Tooele City, created and operating pursuant to UCA 17C-1-101 and its predecessor or successor statutes, as designated by Tooele City to act as the redevelopment agency.
- 2.3 "Agencies Board" means the governing body of Tooele City
- 2.4 "Base Taxable Value" has the same meaning that it bears in the Act (UCA 17C-1-102(8)). "Base Taxable Value" is synonymous with "Base Year Taxable Value", "Base Year Value", and "Base Value".
- 2.5 "Base Tax Amount" means a sum equal to the tax revenue arising from the Project Area during the Base Year, which is calculated as the product of the Base Taxable Value and the certified tax rate in effect during the Base Year.

- 2.6 "Base Year" means the Tax Year during which the Project Area Budget is approved pursuant to UCA 17C-1-102 (9) (a).
- 2.7 "Bond" means any bonds, notes, interim certificates, or other obligations issued by an agency.
- 2.8 "City" means Tooele City, a political subdivision of the State of Utah.
- 2.9 "County" means Tooele County, a political subdivision of the State of Utah.
- 2.10 "Comprehensive General Plan" or "General Plan" means the general plan adopted by the City under the provisions of UCA 10-9a-401
- 2.11 "Community Development" means development activities within a community, including the encouragement, promotion, or provision of development.
- 2.12 "Community Reinvestment Project Area Plan" means a project area plan, as defined by UCA 17C-1-102(21) of the Act, designed to foster project area development, as defined in UCA 17C-1-102 (47) of the Act, developed by the Agency and adopted by ordinance of the governing body of the City, to guide and control community development undertakings in a specific project area.
- 2.13 "Governing Body" means (a) in reference to the Redevelopment Agency of Tooele City; the Board of the Agency, or (b) if used in reference to Tooele City, the City Council of Tooele City.
- 2.14 "Project Area" means the 1000 North West Industrial Community Reinvestment Project Area, as selected by resolution of the Agency.
- 2.15 "Property Taxes" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.
- 2.16 "Taxing Entities" means the public entities, including the state, county, city, school district, special district, or other public body, which levy property taxes on any parcel or parcels of property located within the Joint Project Area.
- 2.17 "Tax Increment" means that portion of the levied taxes each year in excess of the base tax amount, which excess amount is paid into a special fund of the Agency, pursuant to UCA 17C-1-102(60)(a) and Part 5 of UCA Chapter 17C-1, as amended.
- 2.18 "Tax Year" means the 12 month period between sequential tax role equalizations (November 1st through October 31st) of the following year, e.g., the Nov. 1, 2016- Oct. 31, 2017 tax year).

SECTION 3: DESCRIPTION OF COMMUNITY REINVESTMENT PROJECT AREA

The Project Area lies entirely within the boundaries of the City and is located along the western end of 1000 north. The property encompasses approximately 275 acres of land, as delineated in the office of the Tooele County Recorder.

The Project Area encompasses all of the parcels outlined and attached hereto in APPENDIX A.

A map of the Project Area is attached hereto in APPENDIX B.

SECTION 4: PROJECT AREA CHARACTERISTICS AND HOW THEY WILL BE AFFECTED BY COMMUNITY DEVELOPMENT

LAND USES IN THE PROJECT AREA

The Project Area currently consists primarily of vacant underutilized land. The Project Area is designated for commercial, office and industrial uses. This Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated.

Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Plan shall be undertaken in accordance with the requirements of the revised Ordinances of the City, and all other applicable laws including all goals and objectives in the City General Plan.

LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

The layout of principle streets within the Project Area are outlined in APPENDIX B.

POPULATION IN THE PROJECT AREA

The Project Area was laid out in order to create the least amount of disruption to existing residential structures. Currently there is no housing or population existing within the Project Area.

BUILDING INTENSITIES IN THE PROJECT AREA

Any new development within the Project Area will be required to meet all current or amended zoning requirements and design or development standards. The proposed development within the project area would include light industrial, research and technology commercial or office development. The total amount of square footage that could be developed within the project area cannot be determined at this time. The building density will be based on current or amended land use requirements or other ordinances that may be in place regarding building intensities. All buildings are required to be constructed to current and applicable building codes.

SECTION 5: STANDARDS THAT WILL GUIDE COMMUNITY DEVELOPMENT

DEVELOPMENT OBJECTIVES

The Agency and City desire to maintain a high-quality development as a focal point to the City. The Agency and City want to guide development in order to ensure development standards blend harmoniously with the character of the City, and will work with developers, site consultants and property owners to meet these objectives.

DESIGN OBJECTIVES

Development within the Project Area will be held to the highest quality design and construction standards, subject to (1) appropriate elements of the City General Plan; (2) the planning and zoning ordinances of the City;

(3) other applicable building codes and ordinances of the City; (4) and Agency review to ensure consistency with this Plan.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, off-street parking to be provided, and any other data determined to be necessary, or requested by, the City or the Agency.

All development shall provide an attractive environment, blend harmoniously with the adjoining areas, and provide for the optimum amount of open space and well-landscaped area in relation to the new buildings. In addition, comply with the provisions of this Plan.

APPROVALS

The Agency may have the right to approve the design and construction documents of any development within the Project Area to ensure that any development within the Project Area is consistent with this Project Area Plan.

SECTION 6: HOW THE PURPOSES OF THE STATE LAW WOULD BE ATTAINED BY COMMUNITY DEVELOPMENT

It is the intent of the Agency, with possible assistance from the City and in participation with potential developers and property owners, to accomplish the goals and objectives of this Project Area Plan, which will include the development contemplated within this Plan. This development will include the construction of public infrastructure, and the appropriate use of incentives permitted under the Act, to maximize the development within the Project Area which will be beneficial to the citizens of the City. This development will strengthen the community tax base and increase employment opportunities, which are objectives of the Community Reinvestment Act, and the State of Utah.

SECTION 7: HOW THE PLAN IS CONSISTENT WITH THE COMMUNITY'S GENERAL PLAN

This Plan and the development contemplated within the Project Area shall conform to the City General Plan and land use regulations. If the City General Plan is amended, those amendments shall also apply to this Plan, including any design standards that might be developed for the Project Area.

SECTION 8: DESCRIPTION OF THE SPECIFIC PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT

The City has not received any proposal for the development of the property within the Project Area, at the time this Plan was prepared and adopted by the Agency. The Agency will ensure that any future plans for development within the Project Area, will meet the objectives of the Agency for development and financial participation. These objectives include pursuing development of vacant parcels of property within the Project Area, land assemblage and installation and upgrade of public utilities in the Project Area, complying with all applicable ordinances and codes, and meeting all required objectives of this Plan.

SECTION 9:WAYS IN WHICH PRIVATE DEVELOPERS WILL BE SELECTED TO UNDERTAKE THE COMMUNITY DEVELOPMENT

The City and Agency will select or approve such development, as solicited or presented to the Agency and City, that meets the development objectives set forth in this Plan. The City and Agency retain the right to approve or reject any such development plan(s) that, in their judgment, do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, and/or from other such references and referrals.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers will need to provide a thorough development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

SECTION 10: REASONS FOR THE SELECTION OF THE PROJECT AREA

This community reinvestment project area was selected by the Agency as an area within the City that presents an opportunity to strengthen the economic base of the City, and fulfill a public need through the investment of private capital. Boundaries of the Project Area were determined by the Agency after a review of a study area by members of the City staff, and consultant.

SECTION 11: DESCRIPTIONS OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE AREA

The Project Area consists of approximately 275 acres of property as shown in the Project Area Map. The Agency wants to encourage development and improvements as applicable, to increase the economic conditions within the Project Area that will provide a revenue source to assist the City in meeting its budget goal and requirements of providing necessary services to its citizens. Currently the property is vacant within the Project Area, and there are no significant physical or social conditions that need to be addressed.

SECTION 12: DESCRIPTIONS OF SOME INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA

The following describes incentives which the Agency intends to offer within the Project Area to developers, participants, and property owners as incentives to improve and develop property within the Project Area:

1. The Agency intends to use the tax increment approved by agreement with the Taxing Entities for public infrastructure improvements, construction of certain offsite improvements, removal of any

impediments that would hinder the development required by this Plan, costs associated with permitting and entitling the property and other improvements as approved by the Agency.

2. Payments will be made to the developers, as contemplated for improvements and developments as outlined and approved in the required development/participation agreement.
3. The expenditures approved and outlined in the adopted Project Area Budget, except where the Agency issue Bonds or otherwise borrows or receives funds, are expected to be paid by the Agency to the City, developers, or participants for the agreed amounts, in the agreed upon time frame ,to the extent the tax increment funds are received and available.

SECTION 13: PLAN RESTRICTIONS

13.1 Eminent Domain

This Community Reinvestment Project Area Plan does not allow the Agency to acquire real property through the use of eminent domain.

13.2 Tax Increment

Use of tax increment is subject to approval of the Agency Project Area Budget through an interlocal agreement with any Taxing Entity that levies a certified tax rate within the Project Area. The use of tax increment is essential in meeting the objectives of this Plan.

SECTION 14: TECHNIQUES TO ACHIEVE THE PURPOSES OF THE COMMUNITY REINVESTMENT AGENCY ACT, AND THIS PLAN.

The Agencies will meet the purpose of the Community Reinvestment Agency Act, and this plan by implementing the following objectives:

14.1 Acquisition of Real Property

The Agency may acquire, but is not required to acquire, real property located in the Project Area, by gift, devise, exchange, purchase, or any other lawful method. The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, and rights of way. The Agency shall not acquire real property without the consent of the owner.

14.2 Acquisition of Personal Property

Generally personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

14.3 Cooperation with the Community and Public Bodies

The community and certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, operation or implementation of this Project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of Community Reinvestment and the highest public good, including approval of the Project Area Budget, and participation in the funding of the Project Area by an interlocal agreement.

14.4 Property Management

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for economic development purposes.

14.5 Property Disposition and Development

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Community Reinvestment Plan. The Agency is authorized to install and construct, or to cause to be installed and constructed, public improvements, public facilities, and public utilities, within and without the Project Area, not prohibited by law, which are necessary to carry out this Community Reinvestment Plan; and in accordance with the terms and conditions of any existing agreements with the private developers and the approved Project Area Budget and interlocal agreements. The Agency is authorized to prepare or to cause to be prepared as building sites, any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated, any building or structures that may remain in the Project Area.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed, trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by, leases or sales, by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in the Plan. Real property may be conveyed by the Agency to the City or any other public body without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention or use of property for speculative purposes and to ensure that the development is carried out pursuant to this Community Reinvestment Plan. All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this Community Reinvestment Plan, to begin and complete development of property within a period of time, which the Agency fix as reasonable, and to comply with other conditions which the Agency deem necessary to carry out the purposes of this Plan.

14.6 Development

The objectives of the Plan are to be accomplished through the Agency encouragement of, and assistance to, private enterprise in carrying out project development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, any real property sold, leased or conveyed by the Agency, as

well as any property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinances, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with land, rights of reverted, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or without the Project Area for themselves or any public body or public entity to the extent that such improvement would be a benefit to the Project Area. During the period of development in the Project Area, the Agency shall ensure that the provisions of this Plan, and of other documents formulated by the Agency pursuant to this Plan, are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers, both public and private, may be submitted to the City for approval and architectural review. All Project Area development, requiring financial participation by the Agency, must conform to this Plan and all applicable federal, state, and local laws.

SECTION 15: PROPOSED METHOD OF FINANCING

15.1 Authorization

The Agency is authorized to finance this project with financial assistance from the Taxing Entities, City, property tax increments which accrue within the Project Area, interest income, Agency bonds, or any other available source of revenue.

15.2 Tax Increment

Briefly stated, the tax increments that will be available under this Plan are determined in the following manner. After this Plan is adopted, the total taxable value of property within the Project Area is determined using the taxable values shown on the last equalized assessment roll prior to the adoption of the Plan. For purposes of this Plan, the base year value last equalized shall be January 1, 2017. This provides a base figure. To the extent the taxable values of property within the Project Area increase above this base figure, application of prevailing tax rates to the increased property value above the base figure yields "tax increments." These tax increments arise only with respect to property located in the Project Area. Other Taxing Entities continue to be entitled to receive the tax revenue that result from application of prevailing tax rates up to the base figure of taxable property value. In accordance with law, the Agency will prepare a Project Budget outlining the expense and revenue for this Project. Once adopted by the Agency, the Agency will be required to obtain the consent by an interlocal agreement with each Taxing Entity allowing the Agency to take any portion of the available tax increment.

15.3 Collection Period

The applicable length of time, or number of years for which the Agency is to be paid tax increment shall be subject to the approved interlocal agreement.

Pursuant to the Community Reinvestment Agency Act, taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of Utah, and the Taxing Entities after the effective date of the

ordinance approving this Plan, shall be paid to the Agency in accordance with the terms and conditions of the approved interlocal agreement.

15.4 Cities Funding or Loans

Operating capital for administration and developer participation in the Project has been, and may be, provided by the City until adequate tax increments or other funds are available, or sufficiently assured to repay the loans and/or to permit borrowing adequate working capital from sources other than the City. Advances and loans from the City or the Agency may bear a reasonable rate of interest.

SECTION 16: PROVISIONS FOR AMENDING THE COMMUNITY DEVELOPMENT PLAN

This Plan may be amended, or modified, any time by the means of the procedures established in the Act, its successor statutes, or any other procedure established by law.

SECTION 17: NECESSARY AND APPROPRIATE ANALYSIS

Authority to take action or enter into agreements under this Plan shall be vested exclusively in the Agency Governing Board. The Agency Governing Board shall be authorized to delegate this authority pursuant to resolutions approved by the Board. The administration and enforcement of this Plan, and any documents implementing this Plan, shall be performed by the Agency and/or the City.

The provisions of this Plan, or other documents entered into pursuant to this Plan, may also be enforced by litigation by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, agreements or any recorded provisions which are expressly for the benefit of owners of property in the project Area may be enforced by such owners.

The particulars of any contemplated development will be set out in a participation agreement between the Agency and the participant requesting assistance.

Before any future development agreement or participation agreement under the Plan may be entered into and/or executed by the Agency, the Agency may hold a public hearing on the proposed agreement. The Agency may prepare, or require the developer/participant to prepare a feasibility analysis, and a necessary and appropriate analysis with respect to all new projects being proposed, and with respect to the ongoing feasibility of the overall Project being implemented pursuant to this Plan. The purpose of this provision is to assure that the feasibility, necessity, appropriateness, the nature, extent of, and need for any public subsidy or other assistance, and the likely public benefit of new projects is reviewed on their own merits and in the context of implementing this Plan as a whole before any particular projects are approved, thereby assuring that substantial and effective measures are being taken, or have been taken, that are reasonably designed to mitigate any harm, damage, or disadvantage as may be suffered as a result of development within the Project Area by owners of property, or tenants within the Project Area.

APPENDIX A: MAP

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2017-10

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (“RDA”) ADOPTING AN OFFICIAL PROJECT AREA PLAN FOR TOOELE BUSINESS PARK COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS, the Redevelopment Agency of Tooele City, Utah (the "Agency") was created to transact the business and exercise the powers provided for in the current Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code Ann. 1953, as amended (the "Act"); and,

WHEREAS, Tooele City (the “City”) has a planning commission and has adopted a general plan pursuant to applicable law; and,

WHEREAS, the Agency, by Resolution, has authorized the preparation of a draft project area plan as provided in Section 17C-5-103 of the Act, and the Plan has been prepared as provided in Section 17C-5-105 of the Act; and,

WHEREAS, pursuant to Section 17C-5-104 of the Act, the Agency has (a) prepared a draft Tooele Business Park Community Reinvestment Project Area Plan (the “Project Area Plan” or “Plan”) and (b) made the draft Project Area Plan available to the public at the Agency’s offices during normal business hours for 30 days prior to the date of adoption of the Plan; and,

WHEREAS, the Agency provided notice of the public hearing in compliance with Sections 17C-1-805, 806, 808, and 809; and,

WHEREAS, the Agency has held a public hearing on the draft Project Area Plan and at that Plan hearing (a) allowed public comment on the draft Project Area Plan and whether the draft Project Area Plan should be revised, approved, or rejected, and (b) received all written and heard all oral objections to the draft Project Area Plan; and,

WHEREAS, after holding the public hearing, and at the same meeting, the Agency considered the oral and written objections to the draft Project Area Plan, and whether to revise, approve, or reject the draft Project Area Plan:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH:

Section 1. Adoption of Project Area Plan. It has become necessary and desirable to adopt the draft Project Area Plan as the official Project Area Plan for the Project Area. The draft Project Area Plan, in the form attached hereto as **Exhibit C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby designated and adopted as the official Project Area Plan for the Project Area. The Agency shall submit the Project Area Plan, together with a copy of this Resolution, to the Tooele City Council requesting

that the Project Area Plan be adopted by ordinance, by the legislative body of Tooele City in accordance with the provisions of the Act.

Section 2. Legal Description of the Project Area Boundaries. The legal description of the boundaries of the Project Area covered by the Project Area Plan is attached hereto and incorporated herein as **Exhibit A**. A map of the Project Area is attached and incorporated herein as **Exhibit B**.

Section 3. Agency's Purposes and Intent. The Agency's purposes and intent with respect to the Project Area are to accomplish the following:

- A. Provide essential governmental services to the Project Area by providing a mechanism to develop public infrastructure within or to serve the Project Area.
- B. Encourage and accomplish appropriate private development and community development activities within the Project Area.
- C. Provide for the strengthening of the tax base and economic health of the community.

Section 4. Project Area Plan Incorporated by Reference. The Project Area Plan, together with supporting documents, in the form attached as **Exhibit C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby incorporated herein by reference, and made a part of this Resolution. Copies of the Project Area Plan shall be filed and maintained in the office of the Agency and the City Recorder for public inspection.

Section 5. Agency Board Findings. The Agency Board hereby determines and finds as follows:

The adoption of the Project Area Plan will:

- A. Satisfy a public purpose by, among other things, encouraging and accomplishing appropriate community development and reinvestment activities within the Project Area;
- B. Provide a public benefit in the form of, among other things, increased development activity within the boundaries of the Agency, including in particular within the Project Area, that is desirable and will enhance the tax base of all taxing entities within the Project Area;
- C. Be economically sound and feasible; in that the revenue needed for the implementation of the Project Area Plan will come from incremental property taxes generated by new private development within the Project Area, all as further shown and supported by the analysis contained in the Project Area Plan;
- D. Conform to the City's general plan in that, among other things, the Project Area Plan provides that all development in the Project Area is to be in accordance with the City's zoning ordinances and requirements, and the development activities contemplated by the Project Area Plan are in harmony with the City's general plan; and,

E. Promote the public peace, health, safety, and welfare of the citizens of the City.

Section 6. Financing. Subject to any limitations required by currently existing law (unless a limitation is subsequently eliminated), this Resolution hereby specifically incorporates all of the provisions of the Act that authorize or permit the Agency to receive funding for the Project Area and that authorize the various uses of such funding by the Agency, and to the extent greater (or more beneficial to the Agency) authorization for receipt of funding by the Agency or use thereof by the Agency is provided by any amendment of the Act or by any successor provision, law, or act, those are also specifically incorporated herein. It is the intent of this Resolution that the Agency shall have the broadest authorization and permission for receipt of and use of sales tax, tax increment, and other funding as is authorized by law, whether by existing or amended provisions of law. This Resolution also incorporates the specific provisions relating to funding of community reinvestment project areas permitted by Chapter 5 of the Act.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption, and pursuant to the provisions of the Act, the Project Area Plan shall become effective upon adoption by Ordinance of the legislative body of the City.

IN WITNESS WHEREOF, the Governing Board of the Redevelopment Agency of Tooele City, has approved, passed, and adopted this Resolution this 6th day of December, 2017.

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

(For)

(Against)

ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, RDA Secretary

S E A L

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

EXHIBIT A – LEGAL DESCRIPTION OF THE PROJECT AREA

EXHIBIT B – MAP OF THE PROJECT AREA

EXHIBIT C – PROJECT AREA PLAN

TOOELE BUSINESS PARK COMMUNITY DEVELOPMENT REINVESTMENT DRAFT PROJECT AREA PLAN

Redevelopment Agency of Tooele City

September 2017

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SECTION 1: INTRODUCTION

The Redevelopment Agency of Tooele City (the "Agency"), has prepared this Project Area Plan (the "Plan") Tooele Business Park Community Development Reinvestment Project Area (the "Project Area"). This Plan is the result of an evaluation of the type of development that would provide significant economic development return for the City and adequate return on the investment to the City and any participating developer. The Plan is envisioned to define the methods and means of development for the Project Area from its current state, to a higher and better use. The City has determined that it is in the best interest of its residents to assist in the development of the Project Area. It is the purpose of this Plan to set forth the objectives of this development, its scope, its mechanism, and its value to the residents of the City and other taxing districts.

The Project is being undertaken as a community reinvestment project pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been undertaken as part of the establishment of the Project Area.

SECTION 2: DEFINITIONS

As used in this plan

- 2.1 "Act" means Title 17C of the Utah Code Annotated ("UCA") 1953, as amended: the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act, as amended, or such successor law or act as may from time to time be enacted.
- 2.2 "Agency" means the Redevelopment Agency of Tooele City, created and operating pursuant to UCA 17C-1-101 and its predecessor or successor statutes, as designated by Tooele City to act as the redevelopment agency.
- 2.3 "Agencies Board" means the governing body of Tooele City
- 2.4 "Base Taxable Value" has the same meaning that it bears in the Act (UCA 17C-1-102(8)). "Base Taxable Value" is synonymous with "Base Year Taxable Value", "Base Year Value", and "Base Value".
- 2.5 "Base Tax Amount" means a sum equal to the tax revenue arising from the Project Area during the Base Year, which is calculated as the product of the Base Taxable Value and the certified tax rate in effect during the Base Year.
- 2.6 "Base Year" means the Tax Year during which the Project Area Budget is approved pursuant to UCA 17C-1-102 (9) (a).
- 2.7 "Bond" means any bonds, notes, interim certificates, or other obligations issued by an agency.
- 2.8 "City" means Tooele City, a political subdivision of the State of Utah.

- 2.9 "County" means Tooele County, a political subdivision of the State of Utah.
- 2.10 "Comprehensive General Plan" or "General Plan" means the general plan adopted by the City under the provisions of UCA 10-9a-401
- 2.11 "Community Development" means development activities within a community, including the encouragement, promotion, or provision of development.
- 2.12 "Community Reinvestment Project Area Plan" means a project area plan, as defined by UCA 17C-1-102(21) of the Act, designed to foster project area development, as defined in UCA 17C-1-102 (47) of the Act, developed by the Agency and adopted by ordinance of the governing body of the City, to guide and control community development undertakings in a specific project area.
- 2.13 "Governing Body" means (a) in reference to the Redevelopment Agency of Tooele City; the Board of the Agency, or (b) if used in reference to Tooele City, the City Council of Tooele City.
- 2.14 "Project Area" means the Tooele Business Park Reinvestment Project Area, as selected by resolution of the Agency.
- 2.15 "Property Taxes" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.
- 2.16 "Taxing Entities" means the public entities, including the state, county, city, school district, special district, or other public body, which levy property taxes on any parcel or parcels of property located within the Joint Project Area.
- 2.17 "Tax Increment" means that portion of the levied taxes each year in excess of the base tax amount, which excess amount is paid into a special fund of the Agency, pursuant to UCA 17C-1-102(60)(a) and Part 5 of UCA Chapter 17C-1, as amended.
- 2.18 "Tax Year" means the 12 month period between sequential tax role equalizations (November 1st through October 31st) of the following year, e.g., the Nov. 1, 2016- Oct. 31, 2017 tax year).

SECTION 3: DESCRIPTION OF COMMUNITY REINVESTMENT PROJECT AREA

The property encompasses approximately 207 acres of land, as delineated in the office of the Tooele County Recorder. The property is located at 700 South, and Tooele Boulevard, on the west side of the City. The Project. A map of the Project Area is attached hereto in APPENDIX A.

SECTION 4: PROJECT AREA CHARACTERISTICS AND HOW THEY WILL BE AFFECTED BY COMMUNITY DEVELOPMENT

LAND USES IN THE PROJECT AREA

The Project Area currently consists primarily of vacant underutilized land. The Project Area is designated for office and industrial uses. This Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated.

Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Plan shall be undertaken in accordance with the requirements of the revised Ordinances of the City, and all other applicable laws including all goals and objectives in the City General Plan.

LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

The layout of principle streets within the Project Area are outlined in APPENDIX B.

POPULATION IN THE PROJECT AREA

The Project Area was laid out in order to create the least amount of disruption to existing residential structures. Currently there is no housing or population existing within the Project Area.

BUILDING INTENSITIES IN THE PROJECT AREA

Any new development within the Project Area will be required to meet all current or amended zoning requirements and design or development standards. The proposed development within the project area would include light industrial, research and technology, educational, or office development. The total amount of square footage that could be developed within the project area cannot be determined at this time. The building density will be based on current or amended land use requirements or other ordinances that mat be in place regarding building intensities. All buildings are required to be constructed to current and applicable building codes and design standards.

SECTION 5: STANDARDS THAT WILL GUIDE COMMUNITY DEVELOPMENT

DEVELOPMENT OBJECTIVES

The Agency and City desire to maintain a high-quality development as a focal point to the City. The Agency and City want to guide development in order to ensure development standards blend harmoniously with the character of the City, and will work with developers, site consultants and property owners to meet these objectives.

DESIGN OBJECTIVES

Development within the Project Area will be held to the highest quality design and construction standards, subject to (1) appropriate elements of the City General Plan; (2) the planning and zoning ordinances of the City; (3) other applicable building codes and ordinances of the City; (4) and Agency review to ensure consistency with this Plan.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, off, and any other data determined to be necessary, or requested by, the City or the Agency.

All development shall provide an attractive environment, blend harmoniously with the adjoining areas, and provide for the optimum amount of open space and well-landscaped area in relation to the new buildings. In addition, comply with the provisions of this Plan.

APPROVALS

The Agency may have the right to approve the design and construction documents of any development within the Project Area to ensure that any development within the Project Area is consistent with this Project Area Plan. The Agency shall also retain the right to forward its recommendations on design, development and other building standards to the planning commission and City for their consideration.

SECTION 6: HOW THE PURPOSES OF THE STATE LAW WOULD BE ATTAINED BY COMMUNITY DEVELOPMENT

It is the intent of the Agency, with possible assistance from the City and in participation with potential developers and property owners, to accomplish the goals and objectives of this Project Area Plan, which will include the development contemplated within this Plan. This development will include the construction of public infrastructure, and the appropriate use of incentives permitted under the Act, to maximize the development within the Project Area which will be beneficial to the citizens of the City. This development will strengthen the community tax base and increase employment opportunities, which are objectives of the Community Reinvestment Act, and the State of Utah.

SECTION 7: HOW THE PLAN IS CONSISTENT WITH THE COMMUNITY'S GENERAL PLAN

This Plan and the development contemplated within the Project Area shall conform to the City General Plan and land use regulations. If the City General Plan is amended, those amendments shall also apply to this Plan, including any design standards that might be developed for the Project Area.

SECTION 8: DESCRIPTION OF THE SPECIFIC PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT

The City has not received any proposal for the development of the property within the Project Area, at the time this Plan was prepared and adopted by the Agency. The Agency will ensure that any future plans for development within the Project Area, will meet the objectives of the Agency for development and financial participation. These objectives include pursuing development of vacant parcels of property within the Project Area, land assemblage and installation and upgrade of public utilities in the Project Area, complying with all applicable ordinances and codes, and meeting all required objectives of this Plan.

SECTION 9: WAYS IN WHICH PRIVATE DEVELOPERS WILL BE SELECTED TO UNDERTAKE THE COMMUNITY DEVELOPMENT

The City and Agency will select or approve such development, as solicited or presented to the Agency and City, that meets the development objectives set forth in this Plan. The City and Agency retain the right to

approve or reject any such development plan(s) that, in their judgment, do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, and/or from other such references and referrals.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers will need to provide a thorough development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

SECTION 10: REASONS FOR THE SELECTION OF THE PROJECT AREA

This community reinvestment project area was selected by the Agency as an area within the City that presents an opportunity to strengthen the economic base of the City, and fulfill a public need through the investment of private capital. Boundaries of the Project Area were determined by the Agency after a review of a study area by members of the City staff, and consultant.

SECTION 11: DESCRIPTIONS OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE AREA

The Project Area consists of approximately 207 acres of property as shown in the Project Area Map. The Agency wants to encourage development and improvements as applicable, to increase the economic conditions within the Project Area that will provide a revenue source to assist the City in meeting its budget goal and requirements of providing necessary services to its citizens. Currently the property is vacant within the Project Area, and there are no significant physical or social conditions that need to be addressed.

SECTION 12: DESCRIPTIONS OF SOME INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA

The following describes incentives which the Agency intends to offer within the Project Area to developers, participants, and property owners as incentives to improve and develop property within the Project Area:

1. The Agency intends to use the tax increment approved by agreement with the Taxing Entities for public infrastructure improvements, construction of certain offsite improvements, removal of any impediments that would hinder the development required by this Plan, costs associated with permitting and entitling the property and other improvements as approved by the Agency.
2. Payments will be made to the developers, as contemplated for improvements and developments as outlined and approved in the required development/participation agreement.

3. The expenditures approved and outlined in the adopted Project Area Budget, except where the Agency issue Bonds or otherwise borrows or receives funds, are expected to be paid by the Agency to the City, developers, or participants for the agreed amounts, in the agreed upon time frame ,to the extent the tax increment funds are received and available.

SECTION 13: PLAN RESTRICTIONS

13.1 Eminent Domain

This Community Reinvestment Project Area Plan does not allow the Agency to acquire real property through the use of eminent domain.

13.2 Tax Increment

Use of tax increment is subject to approval of the Agency Project Area Budget through an interlocal agreement with any Taxing Entity that levies a certified tax rate within the Project Area. The use of tax increment is essential in meeting the objectives of this Plan.

SECTION 14: TECHNIQUES TO ACHIEVE THE PURPOSES OF THE COMMUNITY REINVESTMENT AGENCY ACT, AND THIS PLAN.

The Agencies will meet the purpose of the Community Reinvestment Agency Act, and this plan by implementing the following objectives:

14.1 Acquisition of Real Property

The Agency may acquire, but is not required to acquire, real property located in the Project Area, by gift, devise, exchange, purchase, or any other lawful method. The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, and rights of way. The Agency shall not acquire real property without the consent of the owner.

14.2 Acquisition of Personal Property

Generally personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

14.3 Cooperation with the Community and Public Bodies

The community and certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, operation or implementation of this Project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of Community Reinvestment and the highest public good, including approval of the Project Area Budget, and participation in the funding of the Project Area by an interlocal agreement

14.4 Property Management

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for economic development purposes.

14.5 Property Disposition and Development

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Community Reinvestment Plan. The Agency is authorized to install and construct, or to cause to be installed and constructed, public improvements, public facilities, and public utilities, within and without the Project Area, not prohibited by law, which are necessary to carry out this Community Reinvestment Plan; and in accordance with the terms and conditions of any existing agreements with the private developers and the approved Project Area Budget and interlocal agreements. The Agency is authorized to prepare or to cause to be prepared as building sites, any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated, any building or structures that may remain in the Project Area.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed, trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by, leases or sales, by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in the Plan. Real property may be conveyed by the Agency to the City or any other public body without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention or use of property for speculative purposes and to ensure that the development is carried out pursuant to this Community Reinvestment Plan. All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this Community Reinvestment Plan, to begin and complete development of property within a period of time, which the Agency fix as reasonable, and to comply with other conditions which the Agency deem necessary to carry out the purposes of this Plan.

14.6 Development

The objectives of the Plan are to be accomplished through the Agency encouragement of, and assistance to, private enterprise in carrying out project development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, any real property sold, leased or conveyed by the Agency, as well as any property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinances, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with land, rights of reverted, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or without the Project Area for

themselves or any public body or public entity to the extent that such improvement would be a benefit to the Project Area. During the period of development in the Project Area, the Agency shall ensure that the provisions of this Plan, and of other documents formulated by the Agency pursuant to this Plan, are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers, both public and private, may be submitted to the City for approval and architectural review. All Project Area development, requiring financial participation by the Agency, must conform to this Plan and all applicable federal, state, and local laws.

SECTION 15: PROPOSED METHOD OF FINANCING

15.1 Authorization

The Agency is authorized to finance this project with financial assistance from the Taxing Entities, City, property tax increments which accrue within the Project Area, interest income, Agency bonds, or any other available source of revenue.

15.2 Tax Increment

Briefly stated, the tax increments that will be available under this Plan are determined in the following manner. After this Plan is adopted, the total taxable value of property within the Project Area is determined using the taxable values shown on the last equalized assessment roll prior to the adoption of the Plan. For purposes of this Plan, the base year value last equalized shall be January 1, 2017. This provides a base figure. To the extent the taxable values of property within the Project Area increase above this base figure, application of prevailing tax rates to the increased property value above the base figure yields "tax increments." These tax increments arise only with respect to property located in the Project Area. Other Taxing Entities continue to be entitled to receive the tax revenue that result from application of prevailing tax rates up to the base figure of taxable property value. In accordance with law, the Agency will prepare a Project Budget outlining the expense and revenue for this Project. Once adopted by the Agency, the Agency will be required to obtain the consent by an interlocal agreement with each Taxing Entity allowing the Agency to take any portion of the available tax increment.

15.3 Collection Period

The applicable length of time, or number of years for which the Agency is to be paid tax increment shall be subject to the approved interlocal agreement.

Pursuant to the Community Reinvestment Agency Act, taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of Utah, and the Taxing Entities after the effective date of the ordinance approving this Plan, shall be paid to the Agency in accordance with the terms and conditions of the approved interlocal agreement.

15.4 Cities Funding or Loans

Operating capital for administration and developer participation in the Project has been, and may be, provided by the City until adequate tax increments or other funds are available, or sufficiently assured to

repay the loans and/or to permit borrowing adequate working capital from sources other than the City. Advances and loans from the City or the Agency may bear a reasonable rate of interest.

SECTION 16: PROVISIONS FOR AMENDING THE COMMUNITY DEVELOPMENT PLAN

This Plan may be amended, or modified, any time by the means of the procedures established in the Act, its successor statutes, or any other procedure established by law.

SECTION 17: NECESSARY AND APPROPRIATE ANALYSIS

Authority to take action or enter into agreements under this Plan shall be vested exclusively in the Agency Governing Board. The Agency Governing Board shall be authorized to delegate this authority pursuant to resolutions approved by the Board. The administration and enforcement of this Plan, and any documents implementing this Plan, shall be performed by the Agency and/or the City.

The provisions of this Plan, or other documents entered into pursuant to this Plan, may also be enforced by litigation by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, agreements or any recorded provisions which are expressly for the benefit of owners of property in the project Area may be enforced by such owners.

The particulars of any contemplated development will be set out in a participation agreement between the Agency and the participant requesting assistance.

Before any future development agreement or participation agreement under the Plan may be entered into and/or executed by the Agency, the Agency may hold a public hearing on the proposed agreement. The Agency may prepare, or require the developer/participant to prepare a feasibility analysis, and a necessary and appropriate analysis with respect to all new projects being proposed, and with respect to the ongoing feasibility of the overall Project being implemented pursuant to this Plan. The purpose of this provision is to assure that the feasibility, necessity, appropriateness, the nature, extent of, and need for any public subsidy or other assistance, and the likely public benefit of new projects is reviewed on their own merits and in the context of implementing this Plan as a whole before any particular projects are approved, thereby assuring that substantial and effective measures are being taken, or have been taken, that are reasonably designed to mitigate any harm, damage, or disadvantage as may be suffered as a result of development within the Project Area by owners of property, or tenants within the Project Area.

APPENDIX A: MAP

**Tooele City Redevelopment Agency of Tooele City, Utah
Business Meeting Minutes**

Date: Wednesday, October 18, 2017

Time: 7:30 p.m.

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

City Council Members Present:

Steve Pruden
Brad Pratt, Chairman
Dave McCall
Scott Wardle

City Employees Present:

Mayor Patrick Dunlavy
Jim Bolser, Community Development and Public Works Director
Captain Adrian Day, Police Department
Roger Baker, City Attorney
Michelle Pitt, City Recorder
Paul Hansen, City Engineer
Lisa Carpenter, Deputy City Recorder
Chief Bucky Whitehouse, Fire Department
Randy Sant, Economic Development Director

Minutes prepared by Amanda Graf

Chairman Pratt called the meeting to order at 7:40 p.m.

1. Open RDA Meeting

The meeting was called to order by Chairman Pratt.

2. Public Hearing to Consider Adoption of the Community Reinvestment Plan for the 1000 North Retail Community Reinvestment Project Area

Presented by Randy Sant

There are three community reinvestment areas that they have been looking to create over the last three to four months. A community reinvestment area is allowed in state law and is a tool that allows a city to create project areas. When the project area is created the City can proceed with the approval of the taxing entities that levy the taxes. Through an interlocal agreement the City can work out an incentive whereby the property tax, which would be generated by new increased development in the project area could go to the redevelopment agency. The RDA could use that as an incentive for the development of that area.

These plans are all similar in that they follow what is required in the State Code. The requirements include giving a description of the area, a description of the characteristics of the area, the standards that will guide the development, a discussion of how the requirements of the state law will be attained, a discussion of how the plans will meet the general plans of the City, a description of any specific projects that will be done in the project area, a description of any incentives that might be offered, and a discussion of the technique of how the City would accomplish and finance the plan.

There is a notice procedure required under the statute, which the Agency has done. There is also a process by which the property owners are able to review the plans. The area on 1000 North and Main Street includes the 31 acres adjacent to Wendy's that the RDA owns. The taxing entities in this project area are the City, School District, and the County. Those taxing entities have the opportunity to meet with the RDA prior to the public hearing and have an opportunity to discuss the project plan, the budget, and other related matters for the project.

The City has had a request from the School District to discuss this project, however the City has not had the opportunity to meet with the School District prior to this hearing. Because of this, Mr. Sant is requesting the RDA continue the hearing on all three of the projects areas in consideration on the agenda until they can meet with the School District and discuss the plans and the budget. Once that meeting has taken place and they have gone over their concerns, they will meet again as an RDA and take action on these project areas to adopt the resolutions and ordinances.

Since this was advertised as a public hearing and on the advice of legal counsel, they are opening it up to a public hearing at the meeting. Mr. Sant requests that after the public hearing has been held that the RDA Board makes a motion to continue the public hearing until a later date.

Chairman Pratt asked the RDA if they had any questions or concerns; there weren't any.

Chairman Pratt opened the public hearing to discuss the land located at 1000 North and Main Street; there weren't any comments. Chairman Pratt closed the public hearing.

Councilman Wardle moved to continue the public hearing to a later date as determined by staff but no later than December 6, 2017 and the staff be directed to provide the required public notices as outlined in the statute and allow for consultation with any taxing entity as required by law prior to the hearing. Councilman Pruden seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Wardle, "Aye," and Chairman Pratt, "Aye." The motion passed.

3. Public Hearing to Consider Adoption of the Community Reinvestment Plan for the 1000 North West Industrial Community Reinvestment Project Area

Presented by Randy Sant

This area is located on the west side of 1000 North where it joins SR 112. This land is owned by the Bolinders and Tooele Associates, LLC. This property is being developed for industrial growth. The belief it's a great area to help with job creation and also increase the assessed value of the community. Mr.

Sant recommended that the public hearing is opened but that the adoption of the area be tabled until a further date.

Chairman Pratt asked the RDA if they had any questions or concerns; there weren't any.

Chairman Pratt opened the public hearing to discuss the land located at 1000 North West Industrial Community reinvestment project area; there weren't any comments. Chairman Pratt closed the public hearing.

Councilman Wardle moved to continue the public hearing to a later date as determined by staff but no later than December 6, 2017 and the staff be directed to provide the required public notices as outlined in the statute and allow for consultation with any taxing entity as required by law prior to the hearing. Councilman Pruden seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Wardle, "Aye," and Chairman Pratt, "Aye." The motion passed.

4. **Public Hearing to Consider Adoption of the Community Reinvestment Plan for the Tooele Business Park Community Reinvestment Project Area**

Presented by Randy Sant

This area is the property owned by the Tooele Redevelopment Agency on the west side of the community where the Tooele Applied Technology College and USU are located. This is 260 acres of land owned by the RDA. It is being recommended that it be created as a community reinvestment area in order to help with the marketing and sale of the property which would provide additional income to help with the economic development efforts of the Agency. All of the provisions he discussed in the prior two earlier public hearings are included in this plan. Mr. Sant recommended that after public comment the Board would make a motion to continue the public hearing.

Chairman Pratt asked the RDA if they had any questions or concerns; there weren't any.

Chairman Pratt opened the public hearing to discuss the land located at the Tooele Business Park; there weren't any comments. Chairman Pratt closed the public hearing.

Councilman Wardle moved to continue the public hearing to a later date as determined by staff but no later than December 6, 2017 and the staff be directed to provide the required public notices as outlined in the statute and allow for consultation with any taxing entity as required by law prior to the hearing. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Wardle, "Aye," and Chairman Pratt, "Aye." The motion passed.

Chairman Pratt stated that item since public hearings for the project areas located in agenda item numbers five, six, and seven, Resolutions 2017-08, 2017-09, and 2017-10, have been continued, that he would entertain a motion to table those items on the agenda.

Councilman McCall moved to table item numbers five, six, and seven on the RDA agenda. Councilman Pruden seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Wardle, "Aye," and Chairman Pratt, "Aye." The motion passed.

5. **RDA Resolution 2017-08 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Adopting an Official Project Area Plan for 1000 North Retail Community Reinvestment Project Area**

Presented by Randy Sant

This item was tabled.

6. **RDA Resolution 2017-09 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Adopting an Official Project Area Plan for 1000 North West Industrial Community Reinvestment Project Area**

Presented by Randy Sant

This item was tabled.

7. **RDA Resolution 2017-10 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Adopting an Official Project Area Plan for Tooele Business Park Community Reinvestment Project Area**

Presented by Randy Sant

This item was tabled.

8. **Adjourn RDA**

Councilman Pruden moved to adjourn the RDA meeting. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Wardle, "Aye," and Chairman Pratt, "Aye." The motion passed.

9. Reconvene City Council Meeting

The City Council Meeting was reconvened at 7:55 p.m.

The RDA meeting adjourned at 7:55 p.m.

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

Approved this 6th day of December, 2017

Brad Pratt, RDA Chair

DRAFT

TOOELE CITY CORPORATION

RESOLUTION 2017-47

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE TO DISCONTINUE THE COLLECTION OF FINES FOR THE LATE RETURN OF LIBRARY MATERIALS.

WHEREAS, Tooele City Code §1-26-1 authorizes the City Council to establish City fees by resolution for activities regulated by the City and services provided by the City; and,

WHEREAS, Utah Code §10-3-718 authorizes the City Council to exercise administrative powers, such as establishing city fees and regulating the use of city property, by resolution; and,

WHEREAS, under the Council-Mayor form of municipal government, established and governed by the Tooele City Charter (2006) and Utah Code §10-3b-201 et seq., the Mayor exercises all executive and administrative powers; however, it has been the practice of Tooele City for all fees proposed by the Mayor and City Administration to be approved by the City Council; and,

WHEREAS, the Mayor, Library Board, and Library Director recommend that the City Council discontinue the collection of fines for the late return of library materials, and delete the fines from the Tooele City Fee Schedule, for the reasons stated in detail in the "Recommendation for Tooele City Library to Adopt a Fine-Free Circulation Policy" attached as Exhibit A; and,

WHEREAS, the loss of revenues attributed to the discontinuance of fine collection is anticipated to be offset by other savings, including the reallocation of library staff time from fine collection transactions to patron assistance, programming, collection development, and other library activities; and,

WHEREAS, "Public libraries across the United States are increasingly eliminating overdue fines, recognizing that fines serve no positive purpose but act as a significant and inequitable barrier to service" (Peter Bromberg, Executive Director, Salt Lake City Public Library); and,

WHEREAS, a large and increasing body of research and experience supports the elimination of library fines (see Exhibit A); and,

WHEREAS, many public libraries across the country are discontinuing the collection of fines for the late return of library materials (see Exhibit A); and,

WHEREAS, evidence shows that library fines create significant barriers to library access, particularly for children and lower-income households; and,

WHEREAS, the collection of fines for the late return of library materials does not positively serve Tooele City and its residents and other library patrons; and,

WHEREAS, discontinuing the collection of fines for the late return of library materials is in the best interest of the health and general welfare of Tooele City residents and other patrons of the Tooele City Public Library:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to discontinue the collection of library fines for the late return of library materials.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Recommendation for Tooele City Library to Adopt a Fine-Free Circulation Policy

Recommendation for Tooele City Library to Adopt a Fine-Free Circulation Policy

Submitted to the City Council on December 6, 2017 by Jami Munk Carter, Library Director

Recommendation

The Library Administration and Board recommend the Library discontinue the assessment and collection of overdue fines for the late return of materials. An affirmative vote of the City Council is necessary to change the Fee Schedule of Tooele City which establishes the fine structure.

The discontinuation of overdue fine assessment will not mean library users will no longer be accountable to return borrowed items. The Library will continue to assign due dates, bill for unreturned items, assess applicable collection fees, and block borrowing privileges of library users who do not return, replace, or pay for items within a reasonable amount of time.

Background

Currently, the Library assesses overdue fines on physical items as follows:

<i>Item Type</i>	<i>Overdue fine per day, per item</i>	<i>Maximum Fine per Item (Assessed for 30 days)</i>
Books, Magazines	15¢	\$4.50
Videos, Audiobooks on CD, Kits (multi-media)	\$1.00	\$30.00

Fiscal Impact

The practice of assessing overdue fines was solely established to incentivize the timely return of materials for shared community access. The practice was not designed or intended to generate revenue for operation of the Library Department. The Library operation is funded through tax dollars of the Tooele City Community.

Payments collected from library users are deposited into the City's general fund. In FY 2016, the overdue fines collected from library users accounted for just 0.19% of the City's revenue from services into the general fund. As our department budget is formulated each year, the total amount collected in the prior year has been taken into consideration – but it is not directly correlated with our operational budget. If overdue fines *were* directly put back into the Library's budget, it would only amount to an approximate and unreliable 2% change in the Library department budget. Because the circulation of physical materials is steadily decreasing as the circulation of digital materials is on the rise, overdue fine revenue is expected to naturally decrease. If the Library were dependent on payment of overdue fines, its operation would cease.

Community Impact

Library data reveals charging overdue fines does not accomplish its original intent to incentivize timely return of items. Instead, assessing fines creates unintended and inequitable barriers for our community members. These are people who contribute to our tax-base for operation – but no longer use the library due to a fine balance from returning their items a few days past the due date. This data is concerning. The impact of a fine barrier is most negative for people who most positively benefit from consistent use of library services. These card holders return items which continue to circulate to other community members. Yet, many are unable to pay a fine and continue their own borrowing privileges. Of card holders blocked only by a fine balance, our data shows 49% owe *less than \$20.00* in fines. And 69% owe *less than \$30.00* in fines. In the face of tough financial choices, these people make a rational decision to leave the balance and discontinue library use. Simply put, many cannot afford to pay even a small fine for the benefit of themselves or their family members. This data indicates the actual effect of overdue fines is in conflict with the Library's purpose, mission, and values.

Regarding item loss in FY 2017, only 1% of library cards are blocked because borrowed items have not been returned while 99% of library card holders used and returned items. In other words, overdue fines addressed only 1% of card holders who have not returned the items they borrowed. Additionally, the dollar amount in outstanding overdue fines is 220% more than what it would cost to replace the lost items at full list cost. This data is a clear illustration that the assessment and collection of overdue fines no longer makes sense.

Administrative Impact

It is costly to collect overdue fines. The discontinuation of fine collection will be offset to a large degree by other savings. Numerous interactions involving staff time revolve around fines, including:

- Negotiating the appropriateness of the fine assessment
- Assisting card holders with a cash transaction
- Assisting card holders with credit transactions at self-check stations or staff run electronic payment stations
- Tracking, accounting, and reconciling payments in cash, and through two credit systems
- Reconciling payments with fine records in Symphony, our integrated library system
- Processes for tracking and reconciliation in the City Finance Department

The San Rafael (CA) Public Library analyzed fine transactions and determined that each transaction requires approximately ten minutes of staff time when factoring in payment, processing in service areas, counting and processing cash at service points, counting cash for deposit, and reconciliation by their finance department.

Library systems which discontinued fines report the revenue from overdue fines in relation to the cost to collect fines was found to be neutral. Many report the cost of collecting fines actually exceeded the amount collected.

Public Libraries Online released an article titled [The End of Overdue Fines](#) in which the Vernon Area (IL) Public Library District reports “the cost of staff time to handle overdue fines and of processing amounts to more than what they’re earning back from patrons”.

The Colorado State Library published a white paper of their comprehensive study on the effects of overdue fine assessment which finds “staff time associated with collecting funds from patrons often equals or exceeds the revenue earned from library fines”. (see [Removing Barriers to Access](#))

We should eliminate ineffective and inequitable barriers to access. The community’s investment in their library is an investment in themselves. Elimination of the overdue fine structure will increase the community’s return on investment through increased sharing of the library collection.

Research and Experiences of Other Library Systems

“Public libraries across the United States are increasingly eliminating overdue fines, recognizing that fines serve no positive purpose but act as a significant and inequitable barrier to service.” – Peter Bromberg, Executive Director, Salt Lake City Public Library.

Salt Lake City Public Library moved to a fine-free structure in May 2017. Additional libraries that report success with a fine-free move include: Addison (IL) Public Library, Alpine County (CA) Public Library, Bellwood (IL) Public Library, Chelmsford (MA) Public Library, Columbus (OH) Metropolitan Library, Delaware County (OH) Library District, Dover Town (MA) Library, Ela Area (IL) Public Library, Forest Grove (OR) Public Library, Gleason (MA) Public Library, Imaginelf (MT) Library, Licking County (OH) Library, New London (WI) Public Library, North Plains (OR) Public Library, Parkersburg and Wood County (WV) Public Library, San Juan County (UT) Public Library, Stark County (OH) District Library, Thomas Memorial Library (ME), Vernon Area (IL) Public Library, Washoe County (NV) Library System, Westford (MA) Public Library, Worthington (OH) Libraries.

There is an increasing body of research and experience which supports the elimination of fines. Libraries that have eliminated fines consistently report that:

- There is no significant negative impact to the return of materials
- Circulation of physical materials increases
- Registration of new library cards increases
- Staff time is redirected from transactions to customer-centric assistance
- Customer satisfaction increases
- Staff morale is improved

The positive findings regarding fine-free structures are supported beginning in 1972 with a 2-year fine-free trial in Alameda County (CA) Library System. Delaware County (OH) stopped charging overdue fines on most materials beginning in 1986 and continues. This is not a new idea. Positive findings are consistent from the earliest library trials to current libraries who are just now in their first fine-free year.

Conclusion

There is a solid body of evidence regarding the inefficacy of overdue fines. The overwhelming evidence shows that fines create significant barriers to access – particularly for young children and households with lower income levels. This practice does not positively serve our community, our Library, or our City.

Our statistical and financial data indicates the threat of overdue fines does not successfully encourage the return of materials and negatively impacts our community members. Our updated process will focus on the return of the material itself. Additionally, the absence of a looming overdue fine encourages return of currently borrowed items because community members will retain their borrowing privilege when they do so.

The change in revenue will be neutralized by the savings in administrative costs. The community will realize an increased return on their investment. Goals and ambitions of community members will be at the center of interactions with talented Library Staff and free of the negativity associated with a fine.

TOOELE CITY CORPORATION

RESOLUTION 2017-41

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE PURCHASE OF PROPERTY FROM STORAGE CITY, L.L.C. FOR THE EXTENSION OF 1280 NORTH STREET.

WHEREAS, the City Administration desires to secure the rights to property (the "Property") necessary for the future extension of 1280 North Street to the east (the "Road") (the Property and the Road are illustrated in the attached Exhibit A); and,

WHEREAS, acquiring the Property and extending the Road is in the best interest of the City for vehicular and other traffic circulation and for economic development opportunities; and,

WHEREAS, the Property is owned by Storage City, L.L.C. (the "Owner"), a Utah limited liability company managed by Douglas and Carolyn White; and,

WHEREAS, under present circumstances, Tooele City has no lawful ability to require the dedication of the Property or the improvement of the Road by adjacent land owners/developers; and,

WHEREAS, the City Administration has determined that the best way to secure the Property is to purchase the Property; and,

WHEREAS, the City Administration recommends that the City Council purchase the Property pursuant to the terms of the Real Estate Purchase Agreement attached hereto as Exhibit B; and,

WHEREAS, the dimensions of the Property are 66 feet by approximately 280 feet, for a total of about 18,480 square-feet (the precise Property dimensions will be determined by survey); and,

WHEREAS, an April 21, 2017, appraisal report prepared by Valbridge established the fair market value of the Property at \$3.90 per square-foot, making the purchase price for the Property approximately \$72,000:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Real Estate Purchase Agreement attached hereto as Exhibit A is hereby approved, and that the Mayor is hereby authorized to sign the Agreement and all other documents necessary to accomplish the Agreement's purpose and to close on the purchase of the Property.

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 _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit B

Real Estate Purchase Agreement

Real Estate Purchase Agreement

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (the "City"), and STORAGE CITY, L.L.C. ("Beehive") (collectively the "Parties"), enter into this Real Estate Purchase Agreement (the "Agreement") on the ____ day of _____, 2017 (the "Effective Date").

NOW, THEREFORE, for and in consideration of the covenants, promises, and agreements set forth below, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The City desires to acquire a parcel of real property (the "Parcel") from Beehive, and Beehive is willing to sell the Parcel to the City, as set forth below.
2. **Parcel.** The Parcel is a piece of real property 66 feet deep by approximately 280 feet long, comprising a portion of Tooele County Assessor parcel 02-127-0-0050. (See the Parcel illustration attached as Exhibit A.)
3. **Appraisal.** The City previously paid to have the Parcel appraised, with an appraisal report dated April 21, 2017, which appraisal report established the fair-market value of the Parcel at \$3.90 per square foot.
4. **Purchase Price.** The Purchase Price for the Parcel shall be \$3.90 per square-foot.
5. **Survey.** The City shall obtain a survey to determine the precise dimensions of the Parcel.
6. **Subdivision.** The City shall prepare and obtain approval of a minor subdivision or lot split in order for the Parcel to be a legally salable lot or parcel.
7. **Title Insurance.** Beehive shall obtain a title insurance policy, for the benefit of the City, for the Parcel in the amount of the Purchase Price.
8. **Closing.** The Closing shall consist of the delivery by Beehive to the City of (a) the executed Warranty Deed and (b) the Title Insurance policy, and the simultaneous delivery by the City to Beehive of a check from the City in the amount of the Purchase Price. (The form of the Warranty Deed is attached as Exhibit B.) The Closing will occur within 120 days after the Effective Date. After the Effective Date and before the Closing, the City will proceed with reasonable diligence to obtain the above-referenced survey and subdivision/lot split approval.
9. **Recordation.** The City shall have the Warranty Deed recorded in the office of the Tooele County Recorder.
10. **Taxes.** Beehive shall be responsible for all property taxes for the Parcel accruing up to and including the date of Closing. Beehive shall not be responsible for any property taxes accruing after the Closing.
11. **Fencing.** Beehive shall have 90 days after Closing to remove its fencing from the Parcel.

12. **Limitation of Remedies.** The Parties' sole and exclusive remedy for any non-performance or breach of the express or implied covenants of this Agreement are (1) declaratory relief construing this Agreement's rights and obligations, and (2) specific performance of this Agreement.
13. **Waiver of Jury Trial.** The Parties irrevocably waive any and all right to trial by jury in any legal proceeding relating to this Agreement.
14. **Authority.** The individuals executing this Agreement represent and warrant to the Parties that they possess the legal authority to execute this Agreement.
15. **No Third Party Beneficiaries.** Nothing in this Agreement is intended for the benefit of any person except for the named Parties and their authorized successors and assigns.
16. **Successors and Assigns.** This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.
17. **No Waiver.** The failure by any of the Parties (a) to insist upon the strict performance of the Agreement or (b) to exercise any right or remedy under the Agreement shall not constitute a waiver of the right to (y) insist upon the performance of the Agreement or (z) to exercise any right or remedy available under the Agreement.
18. **Attorneys' Fees.** If any formal action or proceeding is brought by any of the Parties to enforce the Agreement, the substantially prevailing party shall be entitled to recover its related reasonable attorneys' fees and costs. If there is no substantially prevailing party, or if the action or proceeding results in a settlement between the Parties, the Parties shall bear their own attorneys' fees and costs.
19. **Construction of Agreement.** This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Utah, without giving effect to conflict of law principles. The terms of the Agreement have been negotiated by the Parties at arm's length, and the language of the Agreement shall not be construed in favor of or against any particular party.
20. **Headings.** The headings used in the Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, or affect in any way the meaning, scope, interpretation, or construction of any of its terms or provisions.
21. **Integration.** The Agreement constitutes the final expression of the Parties as to the terms of the Agreement and its subject matter, and supersedes all prior agreements, negotiations, discussions, and understandings between the Parties and/or their respective counsel with respect to its subject matter.
22. **Amendment to Agreement.** Any amendment to the Agreement must be in a writing signed by duly authorized representatives of all of the Parties hereto, in conformance with state and local law, and affirmatively stating the intent of the Parties to amend the Agreement.

23. **Notices.** All notices, demands, requests, or other communications required or permitted by the Agreement shall be in writing and effective when received. Delivery may be made personally, by courier, or by US mail, addressed as follows:

Tooele City Corporation
90 North Main Street
Tooele, UT 84074

Storage City, L.L.C.
3282 S. Sunset Hollow Drive
Bountiful, UT 84010

SIGNED, as of the Effective Date, by:

TOOELE CITY CORPORATION

STORAGE CITY, L.L.C.

Patrick H. Dunlavy, Mayor

Douglas F. White, Managing Member

ATTEST:

Michelle Y. Pitt, City Recorder

APPROVED AS TO FORM:

Roger Evans Baker, City Attorney

Exhibit A

Parcel Illustration

Exhibit B

Form of Warranty Deed

TOOELE CITY CORPORATION

ORDINANCE 2017-29

AN ORDINANCE ADOPTING THE 1000 NORTH RETAIL COMMUNITY REINVESTMENT PROJECT AREA PLAN, AS APPROVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, AS THE OFFICIAL COMMUNITY REINVESTMENT PROJECT AREA PLAN FOR THE PROJECT AREA, AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE.

WHEREAS the Board of the Redevelopment Agency of Tooele City, Utah (the “Agency”), having prepared a Project Area Plan (the “Plan”) for the 1000 North Retail Community Reinvestment Project Area (the “Project Area”), attached hereto as **EXHIBIT A**, pursuant to Utah Code Annotated (“UCA”) § 17C-5-105 and having held the required public hearing on the Plan on December 6, 2017, pursuant to UCA § 17C-5-104, adopted the Plan as the Official Community Reinvestment Plan for the Project Area; and,

WHEREAS the Utah Community Reinvestment Agency Act (the “Act”) mandates that, before the community reinvestment project area plan approved by an agency under UCA § 17C-5-104 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-5-109:

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

- 1.** The Tooele City Council hereby adopts and designates the Project Area Plan, as approved by the Agency Board, as the official community reinvestment plan for the Project Area (the “Official Plan”).
- 2.** City staff and its consultants are hereby authorized to prepare and to publish or cause to be published the notice required by UCA § 17C-5-110, whereupon the Official Plan shall become effective pursuant to UCA § 17C-5-110(2).
- 3.** Pursuant to UCA § 17C-5-110(5), the Agency may proceed to carry out the Official Plan upon its adoption.
- 4.** This Ordinance is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage and publication of a summary as provided by law, by authority of the Tooele City Chapter.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A: PROJECT AREA LEGAL DESCRIPTION

TOOELE CITY CORPORATION

ORDINANCE 2017-30

AN ORDINANCE ADOPTING THE 1000 NORTH WEST INDUSTRIAL COMMUNITY REINVESTMENT PROJECT AREA PLAN, AS APPROVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, AS THE OFFICIAL COMMUNITY REINVESTMENT PROJECT AREA PLAN FOR THE PROJECT AREA, AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE.

WHEREAS the Board of the Redevelopment Agency of Tooele City (the “Agency”), having prepared a Project Area Plan (the “Plan”) for the 1000 North West Industrial Community Reinvestment Project Area (the “Project Area”), attached hereto as **EXHIBIT A**, pursuant to Utah Code Annotated (“UCA”) § 17C-5-105 and having held the required public hearing on the Plan on December 6, 2017, pursuant to UCA § 17C-5-104, adopted the Plan as the Official Community Reinvestment Plan for the Project Area; and,

WHEREAS the Utah Community Reinvestment Agency Act (the “Act”) mandates that, before the community reinvestment project area plan approved by an agency under UCA § 17C-5-104 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-5-109:

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

1. The Tooele City Council hereby adopts and designates the Project Area Plan, as approved by the Agency Board, as the official community reinvestment plan for the Project Area (the “Official Plan”).
2. City staff and its consultants are hereby authorized to prepare and to publish or cause to be published the notice required by UCA § 17C-5-110, whereupon the Official Plan shall become effective pursuant to UCA § 17C-5-110(2).
3. Pursuant to UCA § 17C-5-110(5), the Agency may proceed to carry out the Official Plan upon its adoption.
4. This Ordinance is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage and publication of a summary as provided by law, by authority of the Tooele City Chapter.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A: PROJECT AREA LEGAL DESCRIPTION

TOOELE CITY CORPORATION

ORDINANCE 2017-31

AN ORDINANCE ADOPTING THE TOOELE BUSINESS PARK COMMUNITY REINVESTMENT PROJECT AREA PLAN, AS APPROVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, AS THE OFFICIAL COMMUNITY REINVESTMENT PROJECT AREA PLAN FOR THE PROJECT AREA, AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE.

WHEREAS the Board of the Redevelopment Agency of Tooele City, Utah (the “Agency”), having prepared a Project Area Plan (the “Plan”) for the Tooele Business Park Community Reinvestment Project Area (the “Project Area”), attached hereto as **EXHIBIT A**, pursuant to Utah Code Annotated (“UCA”) § 17C-5-105 and having held the required public hearing on the Plan on December 6, 2017, pursuant to UCA § 17C-5-104, adopted the Plan as the Official Community Reinvestment Plan for the Project Area; and,

WHEREAS the Utah Community Reinvestment Agency Act (the “Act”) mandates that, before the community reinvestment project area plan approved by an agency under UCA § 17C-5-104 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-5-109:

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

1. The Tooele City Council hereby adopts and designates the Project Area Plan, as approved by the Agency Board, as the official community reinvestment plan for the Project Area (the “Official Plan”).
2. City staff and its consultants are hereby authorized to prepare and to publish or cause to be published the notice required by UCA § 17C-5-110, whereupon the Official Plan shall become effective pursuant to UCA § 17C-5-110(2).
3. Pursuant to UCA § 17C-5-110(5), the Agency may proceed to carry out the Official Plan upon its adoption.
4. This Ordinance is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage and publication of a summary as provided by law, by authority of the Tooele City Chapter.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A: PROJECT AREA LEGAL DESCRIPTION

TOOELE CITY CORPORATION

RESOLUTION 2017-49

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE SALE OF PROPERTY IN THE TOOELE CITY COMMERCIAL PARK TO CHRISTENSEN & GRIFFITH AND APPROVING A REAL ESTATE PURCHASE CONTRACT.

WHEREAS, Christensen & Griffith Construction Co. ("C&G") has submitted a Real Estate Purchase Contract for Land ("REPC") for the purchase of 1.93 acres of Tooele City-owned land (the "Property") in Phase 1 of the Tooele City Commercial Park (see the REPC attached as Exhibit A, and the description and illustrations of the Property attached as Exhibit B); and,

WHEREAS, nearby RDA-owned properties in the Tooele City Commercial Park appraised in 2017 for \$56,000.00 per acre, consistent with the \$109,293.00 purchase price identified in the REPC; and,

WHEREAS, the Property is of insufficient size to accommodate another compatible light industrial operation; and,

WHEREAS, C&G's purchase of the Property will add the Property to C&G's existing site and operation; and,

WHEREAS, C&G is a successful local company, and selling the Property to C&G will allow for the further improvement of industrial property, the expansion of C&G's operation and improvements, the Property's increase in taxable value, an increase in jobs, and the promotion of economic development; and,

WHEREAS, the Property is vacant and serves no other public purpose; and,

WHEREAS, in light of the above, it is evident that selling the Property to C&G is in the best interest of Tooele City:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the sale of the Property is hereby authorized, the attached REPC is hereby approved, and the Mayor is authorized to execute all documents necessary to close the sale.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Real Estate Purchase Contract for Land

Exhibit B

Description and Illustrations of the Property

REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 27th day of November, 2017 ("Offer Reference Date") Christensen & Griffith Construction Company ("Buyer") offers to purchase from Tooele City Corp or Tooele City Redevelopment Agency ("Seller") the Property described below and delivers to the Buyer's Brokerage with this offer, or agrees to deliver no later than **four (4) calendar days after Acceptance (as defined in Section 23)**, Earnest Money in the amount of \$5,000 in the form of check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage Premier Utah Real Estate Phone: 435-882-4111

Received by: _____ on _____
(Signature above acknowledges receipt of Earnest Money) (Date)

OTHER PROVISIONS

1. PROPERTY: TAX ID# 10-029-F-0002 (1.93 Acres), AIRPORT REDEV DIST #1

also described as: See Addendum #1 for legal description.

City of Tooele, County of Tooele State of Utah, Zip 84074 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items. (specify) NA

1.2 Excluded Items. (specify) NA

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: NA

2. PURCHASE PRICE. The Purchase Price for the Property is \$109,293.00 (One Hundred and nine thousand two hundred and ninety three dollars). Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$5,000 (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$0 (b) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

\$0 (c) **Seller Financing.** (see attached Seller Financing Addendum)

\$104,293.00 (d) **Balance of Purchase Price in Cash at Settlement**

\$109,293.00 **PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the

REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain)

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain)

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; ___ Hours after Closing; ___ Calendar Days after Closing; Other (explain)

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent	<u>Tooele City Corp or Tooele City Redevelopment Agency</u> , represents <input checked="" type="checkbox"/> Seller <input type="checkbox"/> both Buyer and Seller as a Limited Agent;
Seller's Brokerage	<u>Tooele City Corp or Tooele City Redevelopment Agency</u> , represents <input checked="" type="checkbox"/> Seller <input type="checkbox"/> both Buyer and Seller as a Limited Agent;
Buyer's Agent	<u>STEVEN GRIFFITH</u> , represents <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> both Buyer and Seller as a Limited Agent;
Buyer's Brokerage	<u>Premier Utah Real Estate</u> , represents <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;

(b) a Commitment for Title Insurance as referenced in Section 6.1;

(c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;

(d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;

(e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

(f) evidence of any water rights and/or water shares referenced in Section 1.3;

(g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and

(h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not

been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$0. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. 1 Seller Financing Addendum Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: SHALL MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. **CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline December 29, 2017 (Date)
- (b) Due Diligence Deadline January 01, 2018 (Date)
- (c) Financing & Appraisal Deadline 0. Not applicable (Date)
- (d) Settlement Deadline 0. See Addendum #1 (Date)

25. **OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5 : 00 [] AM [X] PM Mountain Time on December 08, 2017 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

[Signature] President 11/27/17
 (Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

Christensen & Griffith Construction Company 30 Tooele Blvd, Tooele Utah 84074 On File
 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
- REJECTION:** Seller rejects the foregoing offer.

 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

Tooele City Corp or Tooele City Redevelopment Agency 90 North Main Street, Tooele Utah 84074 On File
 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code)(Phone)

 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

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BUYER DUE DILIGENCE CHECKLIST

This is a legally binding document. If not understood, consult an attorney.

THIS BUYER DUE DILIGENCE CHECKLIST is provided by Premier Utah Real Estate (the "Company"), including STEVEN GRIFFITH (the "Agent") to Christensen & Griffith Construction Company (the "Buyer") in connection with the purchase of any property.

NOTICE FROM COMPANY

Buyer is advised that the Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide Buyer with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Company and its agents strongly recommend that in connection with any offer to acquire any property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of the property. BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY. The following is a general listing of issues that Buyer should consider in evaluating any property. This is not intended to be a comprehensive list of all issues that may be relevant in Buyer's evaluation of a specific property, including any property listed above. This document is, however, intended to direct Buyer's attention to a number of issues that are commonly considered important in the evaluation of any property.

1. BUILDING CODE/ZONING COMPLIANCE: Buyer is advised to consult with local zoning officials to assure that Buyer's intended use of the Property (including, but not limited to, rental and business uses, construction of new improvements and/or the remodel of existing improvements) will comply with local zoning requirements and with any recorded restrictive covenants and conditions. Buyer should determine whether a certificate of occupancy has been issued for the Property and if such certificate is available for inspection. Buyer is also advised to make inquiry at the local building department to determine if building permits and final inspections were obtained for any remodel work at the Property, if applicable. Buyer acknowledges that the Company should not be relied upon for any determination as to any past, present or future building code or zoning restrictions or violations, or as to the suitability of the Property for Buyer's intended use.

2. RENTAL OF PROPERTY: If Buyer intends to use the Property as a rental, Buyer is advised to consult with local zoning officials and to review any applicable restrictive covenants to determine that rental of the Property is a legal use, and does not violate any restrictive covenants. Buyer is also advised to consult with local governmental authorities to determine whether a business or other license is required in order to use the Property as a rental. Buyer acknowledges that the Company should not be relied upon for any determination as to whether rental of the Property is a legal or permitted use.

3. HAZARDOUS WASTE AND TOXIC SUBSTANCES: Buyer is advised to consult with appropriate professionals regarding the possible existence of hazardous wastes and toxic substances on the Property, including, but not limited to, asbestos, radon gas, lead and lead-based paint, and contamination of the Property from the use, storing or manufacturing of any illegal substances including, methamphetamines. Buyer is advised that a variety of federal laws can place strict liability on property owners for hazardous waste management and cleanup of hazardous substances. Buyer is advised of Buyer's obligation to make appropriate inquiries ("due diligence") into past uses of the Property to ascertain the possible existence of hazardous wastes or toxic substances. Buyer acknowledges that the Company should not be relied upon for any determination as to the existence of any hazardous wastes or toxic substances.

4. RADON GAS: The EPA and the Surgeon General have linked exposure to elevated radon levels to an increased risk of developing lung cancer. The Buyer is advised to consult with appropriate professionals to determine if elevated levels of radon gas exist in the Property. Additional information regarding radon is available from the state of Utah at radon.utah.gov and the EPA at epa.gov/radon/.

5. SURVEYING AND STAKING: Buyer is advised that without an accurate survey of the Property, Buyer cannot be certain as to the boundaries of the Property, or that any improvements on the Property are not encroaching upon adjoining parcels of property, or that improvements located on adjoining parcels of property do not encroach onto the Property. Walls and fences may not correspond with legal boundary lines for the Property. Buyer acknowledges that the Company should not be relied upon for any determination as to the boundaries of the Property or of any encroachments within or over the actual boundaries of the Property.

6. HOME WARRANTY PLANS: Buyer acknowledges that Buyer has been advised by the Company of the availability of Home Warranty Plans which provide limited warranties for certain home appliances and certain components of the Property after Closing.

7. FLOOD ZONE AND INSURANCE: If the Property is located in a "Flood Zone" as set forth on the H.U.D. "Special Flood Zone Area" map, the mortgage lender may require that Buyer obtain and pay for flood insurance on the Property and its improvements.

8. HOMEOWNERS INSURANCE: Buyer is advised that certain properties, due to location, condition, and/or claims history, may be uninsurable, or may only be insurable at an increased cost. Buyer is also advised that Buyer's credit, insurance claims history, and other issues (such as specific kinds of pets), may be factors in determining the availability and cost of homeowners insurance. Buyer is advised to consult directly with insurance companies of Buyer's choice regarding the availability and costs of homeowner's insurance for the Property.

9. TITLE ISSUES/HOMEOWNER'S ASSOCIATION: Buyer is advised that title insurance companies offer a variety of title insurance policies that provide different levels of coverage. Buyer is advised to carefully review with legal counsel and with the title insurer: (a) the available title insurance coverage; (b) the contents of any Commitment for Title Insurance on the Property; and (c) the contents of all documents affecting the Property that are a matter of public record, including, but not limited to, any restrictive covenants (CC&R's). If the Property is part of a Condominium or other Homeowners Association ("HOA"), Buyer is advised to consult directly with the HOA regarding all HOA matters that may affect the Property, including, but not limited to, existing and proposed budgets, financial statements, present and proposed assessments, dues, fees, reserve accounts, rules, and meeting minutes.

10. PHYSICAL CONDITION: Buyer is advised to consult with appropriate professionals regarding all physical aspects of the Property, including, but not limited to: built-in appliances; plumbing fixtures, lines, fittings and systems; heating, air conditioning systems and components; electrical wiring, systems, appliances and components; foundation; roof; structure; exterior surfaces (including stucco), exterior features and equipment; pool/spa systems and components; any diseased trees or other landscaping; and moisture seepage and damage from roof, foundation or windows. Buyer is advised not to rely on seller, the Company, or any agents of the Company for a determination regarding the physical condition of the Property.

11. SQUARE FOOTAGE/ACREAGE: If the square footage or acreage of the Property is of material concern to Buyer, Buyer is advised to verify the square footage or acreage through any independent sources or means deemed appropriate by Buyer. In the event the Company provides any numerical statements regarding these items, such statements are approximations only. Buyer is advised not to rely on seller, the Company, or any agents of the Company for a determination regarding the square footage or acreage of the Property.

12. UTILITY SERVICES: Buyer is advised to consult with appropriate professionals regarding the location of utility service lines and the availability and cost of all utility services for the Property including, but not limited to, sewer, natural gas, electricity, telephone, and cable TV. Buyer is advised that the Property may not be connected to public water and/or public sewer, and applicable fees may not have been paid. Septic tanks may need to be pumped. Leach fields may need to be inspected.

13. WATER: Buyer is advised to consult with the water service provider for the Property and with other appropriate professionals regarding the source, quality, and availability of water for the Property; and regarding all applicable fees and costs (including, without limitation, connection fees, stand-by fees and service fees), use and regulatory restrictions, and ownership of water rights and water system. Depending upon the location of the Property, the water service provider, and climate conditions, water service to the Property may be interrupted. A well and well system may require inspection. Buyer is further advised that, depending upon the location of the Property, State and local laws may impose specific requirements regarding the source, the capacity, and the quality of water that will service new plat or building permit applications. Such water-related laws may directly impact Buyer's ability to develop the Property and/or obtain a building permit for any improvements to the Property. Buyer is advised to consult directly with applicable State and local authorities, and with legal counsel, regarding the content and potential affect of such water-related laws.

14. GEOLOGIC CONDITIONS: Buyer is advised to consult with appropriate professionals regarding possible geologic conditions at or near the Property. Such geologic conditions may include, but are not limited to, soil and terrain stability, the existence of wetlands, drainage problems, and any building and/or zoning requirements relating to such geologic conditions.

15. MOLD: Buyer is advised to consult with appropriate professionals to determine the possible existence of mold in the Property. Water leaks and water damage to the Property may result in mold that may have adverse health affects. Additional information regarding mold is available through the EPA at: www.epa.gov.

16. HOUSING COMPLIANCE: Buyer is advised to consult with appropriate professionals regarding neighborhood or property conditions including, but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial,


or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards, or circumstances. All properties will be shown without regard to race, color, religion, sex, national origin, handicap or familial status and any other requirements of federal and state fair housing laws.

17. PROPERTY TAXES: Buyer is also advised that, depending upon present use, the Property may be taxed as "Greenbelt". A purchase of the Property may change the Greenbelt status and the amount of property taxes assessed by the County. Such change in Greenbelt status may also result in liability for roll-back taxes. If Buyer has any questions regarding County property tax requirements, Buyer is advised to consult directly with the County Assessor's Office.

18. INCOME TAX/LEGAL CONSEQUENCES: Buyer is advised that this transaction has tax and legal consequences. Buyer is advised to consult with appropriate legal and tax advisors regarding this transaction.

19. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): In general, the sale or other disposition of a U.S. real property interest by a foreign person as defined in the Internal Revenue Code is subject to income tax withholding under FIRPTA. If FIRPTA applies to the SELLER, the buyer or other qualified substitute may be legally required to withhold and remit to the IRS 10% of the total purchase price for a property at closing. FIRPTA may require Buyer's signature on applicable IRS withholding forms. Failure to comply with FIRPTA may create liability for Buyer and Seller. If FIRPTA applies to this transaction, Buyer and Seller are advised to consult with appropriate legal and tax advisors regarding their rights and obligations under FIRPTA.

20. ENERGY EFFICIENCY: According to the national ENERGY STAR, and other similar energy efficiency programs, utility bills in a typical existing home can be reduced by 20% or more through energy efficiency improvements. A home energy analysis can be provided by certified home energy efficiency professionals to document the energy efficiency levels of an existing home, and also provide recommendations for energy improvements that will reduce utility costs, improve comfort, and improve indoor air quality and safety of a property. Buyer is advised to consult with appropriate energy efficiency professionals regarding any property of interest to the Buyer. Additional information is available at www.energystar.gov.

RECEIPT AND ACKNOWLEDGEMENT OF BUYER			
I have carefully reviewed this BUYER DUE DILIGENCE CHECKLIST. I understand my right and the recommendation of the Company to consult with appropriate experts and professionals prior to, or as part of an offer to purchase any property. I FURTHER UNDERSTAND THAT I HAVE THE RIGHT TO INCLUDE ANY OR ALL OF THE ABOVE ISSUES AS A CONDITION OF MY OFFER TO PURCHASE ANY PROPERTY.			
	11/27/17		
Buyer Signature	Date	Buyer Signature	Date

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ADDENDUM NO. 1
TO



REAL ESTATE PURCHASE CONTRACT

THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 11/27/2017 including all prior addenda and counteroffers, between Christensen & Griffith Construction Company as Buyer, and Tooele City Corp or Tooele City Redevelopment Agency as Seller, regarding the Property located at TAX ID# 10-029-F-0002 (1.93 Acres), AIRPORT REDEV DIST #1. The following terms are hereby incorporated as part of the REPC:

1. FLEXIBLE SETTLEMENT DATE

Settlement shall take place between the 31st day of January, 2018 and the 15th day of February, 2018. The exact date will be decided by Buyer or Seller who will provide at least 5 days notice to the other party at:

Street 30 Tooele BLVD

City/State/Zip Tooele Utah, 84074

In the absence of such notice, settlement shall be on the last day stated above.

1. Legal Description of Subject Property: BEG AT NW COR OF LOT 2 TOOELE CITY COMMERCIAL PARK PHASE I SUB, N 89° 31'54" E 158.28 FT, S 0° 28'06" E 561.76 FT, TO S LI OF LOT 2, S 89° 31'30" W 45.60 FT ALG CURVE TO THE RIGHT WITH A 25 FT RADIUS 27.88 FT, ALG A CURVE TO THE LEFT WITH A 100 FT RADIUS 111.94 FT, N 0° 28'06" W 491.78 FT TO THE BEG BALANCE AFTER 10-29-F-10 1.93 AC

2. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE PROPERTY SHALL BE CONVEYED TO BUYER AT CLOSING "AS IS" AND "WHERE IS" IN ALL RESPECTS. NEITHER SELLER NOR ANY OF ITS RESPECTIVE MANAGERS, MEMBERS, OFFICERS, EMPLOYEES, AFFILIATES, ATTORNEYS, AGENTS OR REPRESENTATIVES HAS MADE OR MAKES ANY WARRANTY OR REPRESENTATION WHATSOEVER REGARDING THE SUBJECT PROPERTY, THE LAND, OR ANY OTHER MATTER IN ANY WAY RELATED TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, TITLE TO THE LAND (EXCEPT AS MAY BE CONTAINED IN THE GENERAL WARRANTY DEED TO BE GIVEN TO BUYER AT CLOSING), UTILITIES, ENTITLEMENTS, SUBDIVISION, ZONING, USE, VALUE, PHYSICAL OR ENVIRONMENTAL CONDITION, ACCESS, WETLANDS, SUITABILITY FOR ANY USE OR PURPOSE WHATSOEVER, OR ANY OTHER CONDITION OF THE PROPERTY OR ANY IMPROVEMENT OR PERSONAL LAND LOCATED THEREON. NO REPRESENTATIONS, WARRANTIES OR COVENANTS OF SELLER SET FORTH HEREIN SHALL SURVIVE THE CLOSING UNLESS OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT.

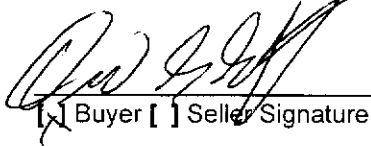
3. Right to enter: Buyer shall have full reasonable access to the property for any matter/Inspection/marketability buyer deems applicable or necessary to constitute consummation of the transaction. Buyer shall defend, indemnify and hold harmless Seller and its respective members, managers, officers, employees, affiliates and agents from and against any and all claims for Land damage, personal injury, death or damage to the environment, including without limitation fines, penalties, interest, costs and attorneys fees, arising from activities conducted by or at the request of Buyer in connection with Buyers investigation of the condition and suitability of the Land other than claims caused by the negligence or intentional acts of Seller. The foregoing indemnity shall survive any termination of this Agreement.

4. Buyer Acknowledges and agrees the property is sold in "As Is" condition, Seller shall not be responsible for any repairs or alterations to the property after closing. This provision shall survive closing.

5. All other terms shall remain the same.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 5 : 00 AM PM Mountain Time on December 08, 2017 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

 _____ 11/27/17 _____
 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____

(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Property Profile

Account: R007534 Parcel: 10-029-F-0002 Year Built:
 Tax Rate: 0.013160 Tax Year: 2017 Tax Area: 20
 Estimated Tax: \$0.00 Lien Date: 10/03/2017 Parcel Size: 1.93 Acres
 Status: Active

Name and Address Information

TOOELE CITY CORPORATION
 C/O TOOELE CITY CORP
 90 N MAIN
 TOOELE, UT 84074
 UNITED STATES

Property Location

, UT

Legal Description

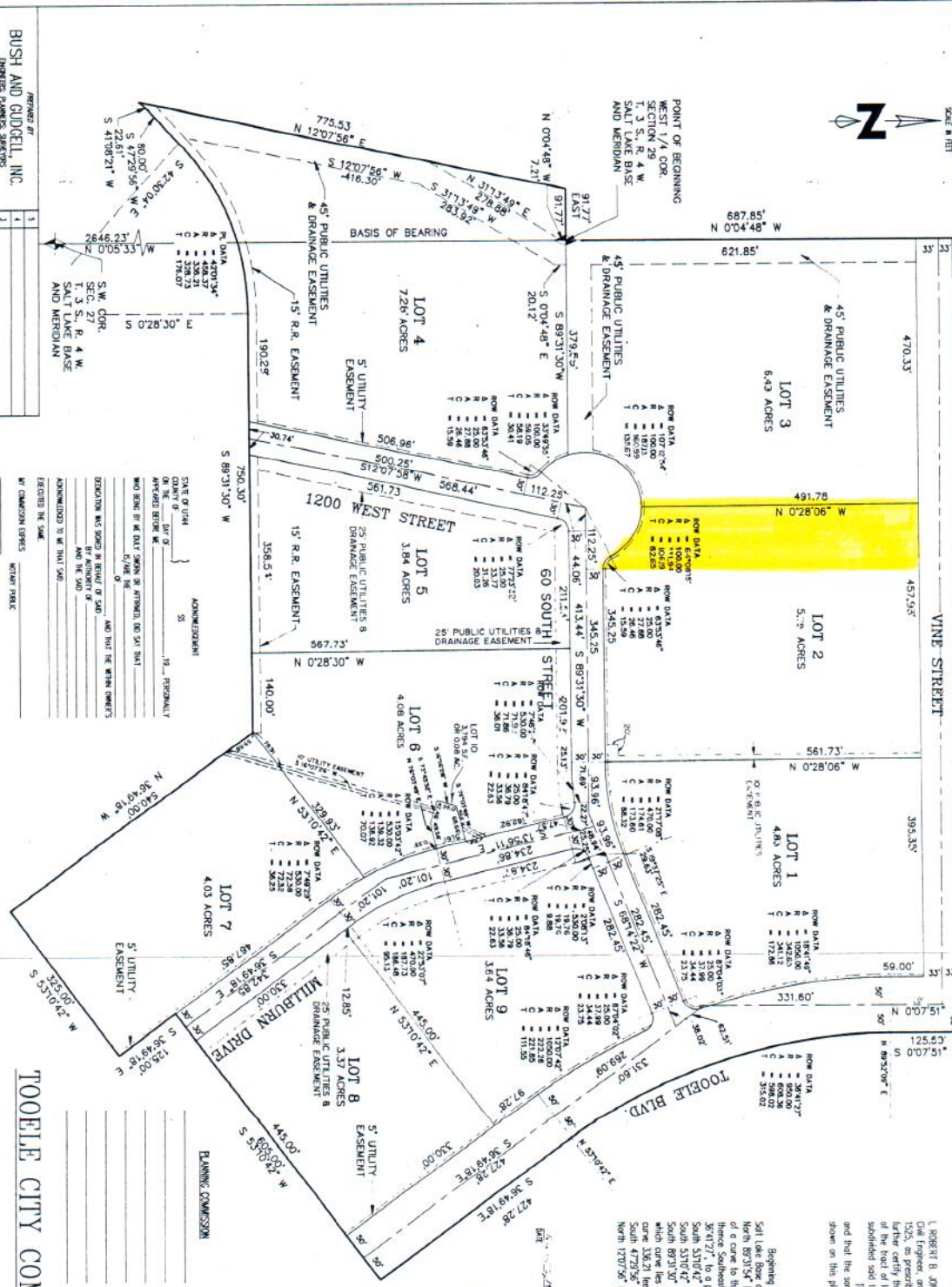
BEG AT NW COR OF LOT 2 TOOELE CITY COMMERCIAL PARK PHASE I SUB, N 89° 31'54"
 E 158.28 FT, S 0° 28'06" E 561.76 FT, TO S LI OF LOT 2, S 89° 31'30" W 45.60 FT ALG CURVE
 TO THE RIGHT WITH A 25 FT RADIUS 27.88 FT, ALG A CURVE TO THE LEFT WITH A 100
 FT RADIUS 111.94 FT, N 0° 28'06" W 491.78 FT TO THE BEG BALANCE AFTER 10-29-F-10 1.93
 AC

Assessment Information

2017	Actual	Taxable	Acres	SQFT
Land	94,580	94,580		
Improvements				
Personal Property				
Exempt	94,580	94,580		
Total	189,160	94,580		
2016	Actual	Taxable	Acres	SQFT
Land	94,580	94,580		
Improvements				
Personal Property				
Exempt				
Total	94,580	94,580		

* The results of this property tax estimation are for informational purposes only. County Assessors do not collect taxes, determine tax rates, or figure the total amount of taxes owed. This calculation will be an ESTIMATE ONLY of the actual tax bill using the most current tax rates.





SURVEYOR'S CERTIFICATE

I, ROBERT B. JONES, do hereby certify that I am a Registered Civil Engineer and a Licensed Surveyor, and that I hold License No. 1525, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, together to be known as TOOELE CITY COMMERCIAL PARK PHASE I, and that the same has been correctly surveyed and divided in the grand as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at the West Quarter Corner of Section 29, Township 3 South, Range 4 West, Salt Lake and Meridian, and running thence North 07°48' West, 897.85 feet, thence North 89°31'30" East, 1423.56 feet, thence South 07°51' East, 1722.1 feet to point of a curve to the left, the center of said curve being 372.69 feet (extended angle of 36°47'27" to a point of tangency, thence South 86°49'18" East, 472.28 feet, thence South 57°04'42" West, 652.00 feet, thence North 36°49'18" West, 125.00 feet, thence South 89°31'30" West, 792.30 feet to a point of a curve to the left, the center of which curve lies South 07°50' East 452.37 feet, thence Southwesterly along the arc of said curve 336.21 feet, through a central angle of 47°01'34", to a point of tangency thence South 47°29'36" West, 800.00 feet, thence South 41°08'21" West, 218.1 feet, thence North 17°07'56" East, 1723.53 feet, thence East, 817.71 feet to the point of beginning. Contains 228,023.853 square feet, or 51.94 Acres.

OWNER'S DEDICATION

Know all men by these presents that _____, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereinafter known as the _____ TOOELE CITY COMMERCIAL PARK PHASE I do hereby dedicate for perpetual use of the public of persons of said _____ on this plat as hereinafter in public use. _____ this _____ day of _____, A.D. 19____.

ATTEST

STATE OF UTAH)
COUNTY OF _____)
ON the _____ day of _____, 19____, I, _____, a Notary Public in and for said County of _____, do hereby certify that _____, the undersigned, is the owner(s) of the above described tract of land, and that the within owners' declaration was signed in presence of said _____ and the said _____ and that the same is a true and correct copy of the original thereof.

WITNESSES MY HAND AND SEAL OF OFFICE, this _____ day of _____, A.D. 19____.

NOTARY PUBLIC
RESIDING IN _____

TOOELE CITY COMMERCIAL PARK PHASE I

LOCATED IN SECTION 29, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN

APPROVED AS TO FORM BY _____ CITY ENGINEER

APPROVED AS TO SUBSTANCE BY _____ CITY ENGINEER

APPROVED BY _____ BOARD OF HEALTH

APPROVED BY _____ BOARD OF HEALTH

APPROVED BY _____ PLANNING COMMISSION

APPROVED BY _____ PLANNING COMMISSION

APPROVED BY _____ CITY ENGINEER

APPROVED BY _____ CITY ENGINEER

APPROVED BY _____ TOOELE CITY ATTORNEY

APPROVED BY _____ TOOELE CITY ATTORNEY

APPROVED BY _____ TOOELE CITY ENGINEER

APPROVED BY _____ TOOELE CITY ENGINEER

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APPROVED BY _____ TOOELE CITY ENGINEER

APPROVED BY _____ TOOELE CITY ENGINEER

**Tooele City Council and the
Tooele City Redevelopment Agency of Tooele City, Utah
Work Session Meeting Minutes**

Date: Wednesday, November 15, 2017
Time: 5:00 p.m.
Place: Tooele City Hall, Large Conference Room
90 North Main St., Tooele, Utah

City Council Members Present:

Debbie Winn
Steve Pruden
Scott Wardle
Brad Pratt
Dave McCall

City Employees Present:

Mayor Patrick Dunlavy
Glenn Caldwell, Finance Director
Michelle Pitt, Recorder
Roger Baker, City Attorney
Jim Bolser, Community Development and Public Works Director
Brian Roth, Parks Director
Rachelle Custer, City Planner
Randy Sant, Economic Development and Redevelopment Agency Director
Paul Hansen, City Engineer

Minutes prepared by Michelle Pitt

1. Open Meeting

Chairwoman Winn called the meeting to order at 5:00 p.m.

2. Roll Call

Debbie Winn, Present
Steve Pruden, Present
Scott Wardle, Present
Brad Pratt, Present
Dave McCall, Present

3. Discussion:

- Resolution 2017-41 A Resolution of the Tooele City Council Authorizing the Purchase of Property from Storage City, L.L.C., for the Extension of 1280 North Street
Presented by Roger Baker

Mr. Baker stated that the City has been in discussion with Doug White for about a year regarding purchasing this piece of property. It is important to acquire the property in order to continue 1280 North to the properties to the east of this location. The property has been appraised, but the length of the property has not yet been surveyed. After the agreement has been signed, the property will be surveyed. The estimate for the property purchase is \$72,000.00. Mr. Baker further explained that he drafted the contract for the purchase of the property, and a copy was included in the Council packet. After the packet was compiled, revisions were made to the contract. Mr. Baker handed out to the Council the revised contract. Mr. Baker stated that the prior contract include a provision allowing Mr. White temporary use of the property. Mr. Baker stated that he had concerns about allowing a commercial business on City property because of liability in case of fire, injury, etc. The contract was amended so that this provision was not included.

- Ordinance 2017-32 An Ordinance of Tooele City Amending Tooele City Code Chapter 8-4 to Make Technical Corrections, Clarify Service of Process, and Limit Monetary Penalties
Presented by Roger Baker

Mr. Baker explained that one of the main purposes of this ordinance is to provide clarification of how documents are served in the nuisance abatement process. The City Code specifies options of how a Notice of Violation can be served. This change would codify the existing practice to mail a notice to the address of record, and the property address that is the subject of the abatement. Another change would allow the use of certified mail. It also codifies the practice of limiting the monetary penalties assessed to the abatement period of 14 days at \$100 per day, for a cap of \$1,400.00. If the violation continues after the 14 days, the City would abate, rather than increase fines.

Councilman Wardle asked about unlicensed vehicles. Mr. Baker said that this was an additional amendment to the code. He said that the City has had some challenges with the concept of citing an otherwise perfectly good car simply because it wasn't registered. Sometimes there are vintage cars, or cars that are headed in that direction and are well maintained, just not registered. Mr. Baker explained that the real concern is junked and inoperable vehicles.

- Resolution 2017-46 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Add a Code Enforcement Administrative Fee
Presented by Jim Bolser

Mr. Bolser stated that this was a housekeeping item. He said that the City has had this fee for some time, but they discovered that it no longer existed in the fee schedule for whatever reason. This resolution would formally add it to the fee schedule. Any time a fine or lien is assessed, this fee would help cover the administrative costs associated with the fine or lien. Councilman

Wardle asked if the City was charging this fee already. Mr. Bolser answered that the City was charging the fee, but when they realized it had been removed, they stopped.

4. Council Reports

Councilman Wardle: Councilman Wardle asked the RDA board if they would like to move forward with a study on the benefits of working with the school district on projects. The board would like to see the study done. Councilman Wardle stated that he was not able to attend the Council of Governments (COG) meeting, but has asked for the minutes. He had not received them yet. He said there was a presentation proposing a tunnel from Tooele to Herriman. Chairwoman Winn said that she was at the COG meeting. The commissioners were not happy with any of the tunnel options.

Councilman Pruden: The Tooele City Arts Council is sponsoring The Missoula Children's Theater this Saturday. The Holiday Concert is on December 4th.

Councilman Pratt: Part of presentation at COG was presented in the Wasatch Front Regional Council. Councilman Pratt stated he had asked for it to be presented at the COG meeting. A large amount of the calls of complaints are about the bottle neck at the overpass. The complaints were more than the complaints about the entire 1-15 corridor. Communities that Care (CTC) made a presentation of grants to the school district. Councilman Pratt said that CTC is an amazing program. Results are coming in on the SHARP study and they show positive results. He said he was thrilled with the cooperation of the program with the school district. He felt it was important to protect that program, if the City is able. Chairwoman Winn stated the school district mentioned the grants from CTC and were very appreciative. The school district provided a sneak peek at the SHARP survey results and they showed positive results. Councilman Pratt stated that he has had a lot of feedback about the recognition awards from parents and grandparents. It really makes a difference in those youth's lives. Mayor Dunlavy added that it was emotionally gratifying to hear from the kids that have received the awards. He agreed that it was a great program. Councilman Pratt stated that the recognition makes parents and grandparents feel as if they're a part of the community and increases their desire to do more.

Chairwoman Winn: met with the North Tooele City Special Service District. The board had questions on which lights had been repaired. Chairwoman Winn said that she asked Ms. Shilo Baker about the lights and received the answers she needed. Chairwoman Winn said she felt that this was an effective program.

5. Close Meeting to Discuss Litigation and Property Acquisition

Councilman Pratt moved to close the meeting. Councilman Wardle seconded the motion. The vote was as follows: Councilman Wardle "Aye," Councilman McCall "Aye," Councilman Pruden "Aye," Councilman Pratt "Aye," and Chairwoman Winn "Aye."

Those in attendance during the closed session were: Mayor Patrick Dunlavy, Glenn Caldwell, Roger Baker, Paul Hansen, Michelle Pitt, Jim Bolser, Brian Roth, Randy Sant, Council-elect

Melodi Gochis, Councilman Wardle, Councilman Pratt, Councilman McCall, Councilman Pruden, and Chairwoman Winn.

The meeting closed at 5:24 p.m.

Councilman McCall joined the meeting at 6:10 p.m.

No minutes were taken on these items.

6. Adjourn

Councilman Pratt moved to adjourn the meeting. Councilman McCall seconded the motion. The vote was as follows: Councilman Wardle “Aye,” Councilman Pratt “Aye,” Councilman Pruden “Aye,” Councilman McCall “Aye,” and Chairwoman Winn “Aye.”

The meeting adjourned at 6:49 p.m.

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

Approved this 6th day of December, 2017

Debra E. Winn, Tooele City Council Chair

**Tooele City Council and
Tooele City Redevelopment Agency of Tooele City, Utah
Business Meeting Minutes**

Date: Wednesday, November 15, 2017

Time: 7:00 p.m.

Place: Tooele City Hall, Council Chambers

90 North Main Street, Tooele, Utah

City Council Members Present:

Steve Pruden

Brad Pratt

Dave McCall

Scott Wardle

Debbie Winn

City Employees Present:

Mayor Patrick Dunlavy

Jim Bolser, Community Development and Public Works Director

Chief Ron Kirby, Police Department

Roger Baker, City Attorney

Glen Caldwell, Finance

Michelle Pitt, City Recorder

Lisa Carpenter, Deputy City Recorder

Paul Hansen, City Engineer

Heidi Peterson, Communities That Care Director

Minutes prepared by Amanda Graf

Chairwoman Winn called the meeting to order at 7:00 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Lynn Smith

2. Roll Call

Scott Wardle, Present

Brad Pratt, Present

Steve Pruden, Present

Dave McCall, Present

Debbie Winn, Present

Chairwoman Winn mentioned that Councilman Pratt's mother passed away on Monday, November 13, and expressed her condolences. Blanche Pratt was an employee of Tooele City for 32 years.

3. Mayor's Youth Recognition Awards

Presented by Mayor Dunlavy, Heidi Peterson, and Chief Ron Kirby

Mayor Dunlavy welcomed everyone to the meeting. These awards are an opportunity to honor some very special young individuals. He stated that they consider it an honor to be able to recognize the youth with the Mayor's Youth Recognition awards. He congratulated all of the students who will be honored tonight. The Mayor introduced Heidi Peterson, who is the Tooele City Communities That Care Director, and Chief Ron Kirby from the Tooele City Police Department.

Ms. Peterson gave some background information about the Communities That Care Department. She stated that she felt that this group is one of the most special groups they've recognized and that she's honored to be in their presence. The Mayor, City Council, and School Superintendent place a high value on the youth of our community. Because of their support Tooele has invested in the Community That Care program. For many decades individuals have done research into what helps students thrive and avoid negative peer pressure. The Communities That Care department utilizes programs that have built upon this research to give individuals the best tools to learn how to cope with difficult situations. More information about the programs can be found by visiting the City's website.

Ms. Peterson highlighted some of the programs offered by the Communities that Care department:

Guiding Good Choices is a free parenting class that runs five weeks. It is recommended for all families. The next workshop begins in January. Parents gain tools to help their children navigate pressures they face.

QPR is another program in place in the City. QPR stands for Question, Persuade, and Refer. Tooele County is the only county in the state of Utah that has reduced numbers in depressive symptoms and suicidality and that is partly due to the implementation of this program. The program teaches about three step process that helps people recognize the warning signs that comes with suicide. Since its inception three and a half years ago they have trained over 3,500 people to recognize the warning signs of suicidality and know how to help an individual who may be at risk. The next training will be held in January.

Second Step is an evidence-based prevention program offered for students in Kindergarten through 8th grade. In 6th grade they partner with the Tooele City Police Department to teach students the dangers of drug and alcohol and how to resist pressure surrounding these substances.

Each of the students that were nominated for the Mayor's Youth Award received a bag that includes prizes and donations from local agencies and businesses.

Ms. Peterson, Chief Kirby, and the Mayor then presented the Mayor's Youth Recognition Awards to the following students:

- Jacob Godoy

- Kody Kelson
- Addie Briggs
- Isaac Graber
- Jovaughn Valdez
- Katie McAllister

Mayor Dunlavy recognized the students for their efforts and expressed appreciation for all of their hard work. It is an honor to be able to meet such outstanding students in the community. He wanted the students to know how special they are and how proud they are of them. He expressed appreciation to their parents, siblings, grandparents, and other individuals who support them.

4. Public Comment Period

Chairwoman Winn invited comments from the audience; there were not any. Chairwoman Winn closed the public comment period.

5. Violence Against Women Act (VAWA) Grant

Presented by Lynne Smith, Domestic Violence Victims Advocate

Ms. Smith is required to present the grant information twice a year to the City Council. Kaylene Young took a different position within the Tooele City Police Department. Ms. Young had great diplomacy skills; when Ms. Smith she was looking for someone to replace Ms. Young she looked for someone who possessed those traits. She was able to hire Velynn Matson who has those skills.

6. Victims of Crime Act (VOCA) Grant

Presented by Lynne Smith

See agenda item number five for information about this grant.

7. General Vote Canvass

Presented by Michelle Pitt

Tooele City held a general election on Nov 7, 2017. Debbie Winn had the most votes for Mayor, and Scott Wardle and Melodi Gochis had the most votes for City Council. Ms. Pitt certified that the reporting of the votes are a full, true, and correct abstract of the vote of Tooele City at that general

election. These results are as reported by the Tooele County Clerk. She requested the City Council canvass those results.

Chairwoman Winn asked the Council if they had any questions or concerns; there weren't any.

Councilman McCall moved to approve the general vote canvass. Councilman Pratt seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

8. Ordinance 2017-25 An Ordinance of Tooele City Enacting Tooele City Code Chapter 3-7 Regarding Nuisance Fire Alarms

Presented by Roger Baker

Approximately half of all of the fire alarms that go off in the City that result in the firefighters responding are false alarms. Working with the Fire Department they have developed a program that would begin to penalize those who allow their fire systems to deteriorate and malfunction repeatedly resulting in risk and expense to the City and firefighters. The intention of this ordinance is not to penalize individuals but to improve public safety by allowing the Fire Department to know that when an alarm goes off it is not a false alarm.

Under this new program, the first two false alarms in any given year would receive no penalties. False alarms three through five would result in a fine of \$100 for each occurrence. Six or more alarms would receive a \$250 fine for each occurrence and have the potential to result in the business being ordered to disconnect their fire alarms and close their business doors until they are fixed. The Mayor and Fire Chief would be involved in the order for the fire alarms to be disconnected and the occupancy be suspended as a safeguard. It is a simple yet effective program.

Chairwoman Winn expressed her appreciation to them for all of their work on this Ordinance.

Councilman Wardle expressed his appreciation to everyone for their hard work on the ordinance.

Chairwoman Winn asked the Council if they had any questions or concerns; there weren't any.

Councilman Pratt moved to approve Ordinance 2017-25. Councilman Wardle seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

9. **Ordinance 2017-32 An Ordinance of Tooele City Amending Tooele City Code Chapter 8-4 to Make Technical Corrections, Clarify Service of Process, and Limit Monetary Penalties**

Presented by Roger Baker

The nuisance abatement program that was recently implemented has a few technical changes that need to be made. It involves the ways in which notices of violation are served on property owners, caps on the amount of monetary penalties that can accrue before they will conduct an abatement, and the area of abatement of vehicles where they will be focusing on inoperable and junked vehicles as opposed to those that are unlicensed or unregistered.

Chairwoman Winn asked the Council if they had any questions or concerns; there weren't any.

Councilman McCall moved to approve Ordinance 2017-32. Councilman Wardle seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

10. **Resolution 2017-46 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Add a Code Enforcement Administrative Fee**

Presented by Jim Bolser

The code enforcement program has been in place for some time now. At one point there was an administrative fee that was put in place when filing liens or abatements to cover the costs of applying these regulations. City staff realized that for some reason the fee no longer appeared. They suspended the practice and are officially requesting that the fee be put back on the record so they can continue the process and recover some of the costs. That administrative fee was and is proposed to be a \$100 flat fee.

Chairwoman Winn asked the Council if they had any questions or concerns; there weren't any.

Councilman Wardle moved to approve Resolution 2017-46. Councilman Pratt seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

11. **Minutes**

Chairwoman Winn asked the Council if they had any questions or concerns; there weren't any.

Councilman Wardle moved to approve the minutes from the City Council Meeting dated November 1, 2017. Councilman Pratt seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

12. Invoices

Presented by Michelle Pitt

There were no invoices to be presented.

13. Adjourn

Councilman Pratt moved to adjourn the meeting. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

The meeting adjourned at 7:40 p.m.

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

Approved this 6th day of December, 2017.

Debra Winn, Tooele City Council Chair