

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council & Tooele City Redevelopment Agency will meet in a Work Session, on Wednesday, January 17, 2018 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:

- **Open Meetings Training
Presented by Roger Baker**
- **Resolution 2018 - 12 A Resolution of the Tooele City Council Appointing Bucky Whitehouse to the Planning Commission
Presented by Steve Pruden**
- **Ordinance 2018-03 An Ordinance of the Tooele City Council Repealing Tooele City Code Chapter 1-15 Regarding Nuisance Abatement
Presented by Roger Baker**
- **Resolution 2018-11 A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Canyon Village Rust Phase 1 Subdivision
Presented by Paul Hansen**
- **Annual De Minimus Water Rights Report
Presented by Jim Bolser**
- **Proposed Leisure Villas Senior Living Community Development
Presented by Jim Bolser**
- **Castagno Place Development
Presented by Jim Bolser**
- **RDA Resolution 2018-02 A Resolution of the Redevelopment RDA of Tooele City, Utah ("RDA") Approving an Interlocal Agreement for Tax Increment Participation with the Tooele County School District, for the 1000 North Retail Community Reinvestment Project Area, and Authorizing the Chair to Sign the Same
Presented by Randy Sant**

4. Council Reports

5. Close Meeting

- **Litigation and Property Acquisition**

6. 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.

52-4-204 Closed meeting held upon vote of members -- Business -- Reasons for meeting recorded.

(1) A closed meeting may be held if:

(a)

(i) a quorum is present;

(ii) the meeting is an open meeting for which notice has been given under Section 52-4-202; and

(iii)

(A) two-thirds of the members of the public body present at the open meeting vote to approve closing the meeting;

(B) for a meeting that is required to be closed under Section 52-4-205, if a majority of the members of the public body present at an open meeting vote to approve closing the meeting;

(C) for an ethics committee of the Legislature that is conducting an open meeting for the purpose of reviewing an ethics complaint, a majority of the members present vote to approve closing the meeting for the purpose of seeking or obtaining legal advice on legal, evidentiary, or procedural matters, or for conducting deliberations to reach a decision on the complaint; or

(D) for the Political Subdivisions Ethics Review Commission established in Section 11-49-201 that is conducting an open meeting for the purpose of reviewing an ethics complaint in accordance with Section 11-49-701, a majority of the members present vote to approve closing the meeting for the purpose of seeking or obtaining legal advice on legal, evidentiary, or procedural matters, or for conducting deliberations to reach a decision on the complaint; or

(b)

(i) for the Independent Legislative Ethics Commission, the closed meeting is convened for the purpose of conducting business relating to the receipt or review of an ethics complaint, provided that public notice of the closed meeting is given under Section 52-4-202, with the agenda for the meeting stating that the meeting will be closed for the purpose of "conducting business relating to the receipt or review of ethics complaints";

(ii) for the Political Subdivisions Ethics Review Commission established in Section 11-49-201, the closed meeting is convened for the purpose of conducting business relating to the preliminary review of an ethics complaint in accordance with Section 11-49-602, provided that public notice of the closed meeting is given under Section 52-4-202, with the agenda for the meeting stating that the meeting will be closed for the purpose of "conducting business relating to the review of ethics complaints"; or

(iii) for the Independent Executive Branch Ethics Commission created in Section 63A-14-202, the closed meeting is convened for the purpose of conducting business relating to an ethics complaint, provided that public notice of the closed meeting is given under Section 52-4-202, with the agenda for the meeting stating that the meeting will be closed for the purpose of "conducting business relating to an ethics complaint."

(2) A closed meeting is not allowed unless each matter discussed in the closed meeting is permitted under Section 52-4-205.

(3) An ordinance, resolution, rule, regulation, contract, or appointment may not be approved at a closed meeting.

(4) The following information shall be publicly announced and entered on the minutes of the open meeting at which the closed meeting was approved:

(a) the reason or reasons for holding the closed meeting;

- (b) the location where the closed meeting will be held; and
 - (c) the vote by name, of each member of the public body, either for or against the motion to hold the closed meeting.
- (5) Except as provided in Subsection 52-4-205(2), nothing in this chapter shall be construed to require any meeting to be closed to the public.

Amended by Chapter 426, 2013 General Session

Effective 3/29/2014

52-4-205 Purposes of closed meetings -- Certain issues prohibited in closed meetings.

- (1) A closed meeting described under Section 52-4-204 may only be held for:
- (a) except as provided in Subsection (3), discussion of the character, professional competence, or physical or mental health of an individual;
 - (b) strategy sessions to discuss collective bargaining;
 - (c) strategy sessions to discuss pending or reasonably imminent litigation;
 - (d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would:
 - (i) disclose the appraisal or estimated value of the property under consideration; or
 - (ii) prevent the public body from completing the transaction on the best possible terms;
 - (e) strategy sessions to discuss the sale of real property, including any form of a water right or water shares, if:
 - (i) public discussion of the transaction would:
 - (A) disclose the appraisal or estimated value of the property under consideration; or
 - (B) prevent the public body from completing the transaction on the best possible terms;
 - (ii) the public body previously gave public notice that the property would be offered for sale; and
 - (iii) the terms of the sale are publicly disclosed before the public body approves the sale;
 - (f) discussion regarding deployment of security personnel, devices, or systems;
 - (g) investigative proceedings regarding allegations of criminal misconduct;
 - (h) as relates to the Independent Legislative Ethics Commission, conducting business relating to the receipt or review of ethics complaints;
 - (i) as relates to an ethics committee of the Legislature, a purpose permitted under Subsection 52-4-204(1)(a)(iii)(C);
 - (j) as relates to the Independent Executive Branch Ethics Commission created in Section 63A-14-202, conducting business relating to an ethics complaint;
 - (k) as relates to a county legislative body, discussing commercial information as defined in Section 59-1-404;
 - (l) as relates to the Utah Higher Education Assistance Authority and its appointed board of directors, discussing fiduciary or commercial information as defined in Section 53B-12-102;
 - (m) deliberations, not including any information gathering activities, of a public body acting in the capacity of:
 - (i) an evaluation committee under Title 63G, Chapter 6a, Utah Procurement Code, during the process of evaluating responses to a solicitation, as defined in Section 63G-6a-103;
 - (ii) a protest officer, defined in Section 63G-6a-103, during the process of making a decision on a protest under Title 63G, Chapter 6a, Part 16, Controversies and Protests; or
 - (iii) a procurement appeals panel under Title 63G, Chapter 6a, Utah Procurement Code, during the process of deciding an appeal under Title 63G, Chapter 6a, Part 17, Procurement Appeals Board;
 - (n) the purpose of considering information that is designated as a trade secret, as defined in Section 13-24-2, if the public body's consideration of the information is necessary in order to properly conduct a procurement under Title 63G, Chapter 6a, Utah Procurement Code;
 - (o) the purpose of discussing information provided to the public body during the procurement process under Title 63G, Chapter 6a, Utah Procurement Code, if, at the time of the meeting:
 - (i) the information may not, under Title 63G, Chapter 6a, Utah Procurement Code, be disclosed to a member of the public or to a participant in the procurement process; and
 - (ii) the public body needs to review or discuss the information in order to properly fulfill its role and responsibilities in the procurement process; or

- (p) a purpose for which a meeting is required to be closed under Subsection (2).
- (2) The following meetings shall be closed:
 - (a) a meeting of the Health and Human Services Interim Committee to review a fatality review report described in Subsection 62A-16-301(1)(a), and the responses to the report described in Subsections 62A-16-301(2) and (4);
 - (b) a meeting of the Child Welfare Legislative Oversight Panel to:
 - (i) review a fatality review report described in Subsection 62A-16-301(1)(a), and the responses to the report described in Subsections 62A-16-301(2) and (4); or
 - (ii) review and discuss an individual case, as described in Subsection 62A-4a-207(5); and
 - (c) a meeting of a conservation district as defined in Section 17D-3-102 for the purpose of advising the Natural Resource Conservation Service of the United States Department of Agriculture on a farm improvement project if the discussed information is protected information under federal law.
- (3) In a closed meeting, a public body may not:
 - (a) interview a person applying to fill an elected position;
 - (b) discuss filling a midterm vacancy or temporary absence governed by Title 20A, Chapter 1, Part 5, Candidate Vacancy and Vacancy and Temporary Absence in Elected Office; or
 - (c) discuss the character, professional competence, or physical or mental health of the person whose name was submitted for consideration to fill a midterm vacancy or temporary absence governed by Title 20A, Chapter 1, Part 5, Candidate Vacancy and Vacancy and Temporary Absence in Elected Office.

Amended by Chapter 196, 2014 General Session

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council & Tooele City Redevelopment Agency of Tooele City, Utah, will meet in a Business Meeting on Wednesday, January 17, 2018 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. **Mayor's Youth Recognition Awards**
4. **Public Comment Period**
5. **Resolution 2018 - 12 A Resolution of the Tooele City Council Appointing Bucky Whitehouse to the Planning Commission**
Presented by Steve Pruden
6. **Ordinance 2018-03 An Ordinance of the Tooele City Council Repealing Tooele City Code Chapter 1-15 Regarding Nuisance Abatement**
Presented by Roger Baker
7. **Resolution 2018-11 A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Canyon Village Rust Phase 1 Subdivision**
Presented by Paul Hansen
8. **Minutes**
January 3, 2018
9. **Invoices**
Presented by Michelle Pitt
10. **Adjourn to an RDA Meeting**
11. **Open RDA Meeting**
12. **RDA Resolution 2018-02 A Resolution of the Redevelopment RDA of Tooele City, Utah ("RDA") Approving an Interlocal Agreement for Tax Increment Participation with the Tooele County School District, for the 1000 North Retail Community Reinvestment Project Area, and Authorizing the Chair to Sign the Same**
Presented by Randy Sant
13. **Minutes**
January 3, 2018
14. **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.

TOOELE CITY CORPORATION

RESOLUTION 2018-12

A RESOLUTION OF THE TOOELE CITY COUNCIL APPOINTING BUCKY WHITEHOUSE TO THE PLANNING COMMISSION.

WHEREAS, Tooele City Charter Section 5-01 and Tooele City Code §2-3-3 states that there shall be seven members of the Tooele City Planning Commission, three of whom shall be appointed by the City Council, and four of whom shall be appointed by the Mayor; and,

WHEREAS, pursuant to Tooele City Code §2-3-3, the City Council and Mayor may each appoint an alternate Planning Commission member, to act with full authority for an absent member; and,

WHEREAS, all appointments to the Planning Commission extend through December 31st of alternating odd-numbered years in order to preserve a balanced rotation of member terms; and,

WHEREAS, the City Council desires to fill the vacant alternate Commission member position with the appointment of Bucky Whitehouse, for a four-year term, effective January 17, 2018, and ending December 31, 2021:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Bucky Whitehouse is hereby appointed to fill the alternate Commission member position on the Planning Commission for a four-year term, effective January 17, 2018, through December 31, 2021. The membership and terms of the Planning Commission members are shown on the attached Exhibit A.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Planning Commission Member	Term Begin Date	Term End Date	Date of First Appointment
Matt Robinson (Council)	01-01-2012	12-31-2019	05-19-2010 (alternate)
Melanie Hammer (Mayor)	01-01-2012	12-31-2019	01-01-2010 (alternate)
Shauna Bevan (Council)	01-01-2014	12-31-2021	03-20-2013 (alternate)
Brad Clark (Mayor)	01-01-2018	12-31-2019	01-20-2016 (alternate)
Phillip Montano (Mayor)	01-01-2014	12-31-2021	01-18-2006
Chris Sloan (Council)	01-01-2014	12-31-2021	02-16-2011 (alternate)
Tony Graf (Mayor)	01-03-2018	12-31-2021	01-03-2018
(Alternate) (Mayor)			
Bucky Whitehouse (Alternate) (Council)	01-17-2018	12-31-2021	01-17-2018 (alternate)

TOOELE CITY CORPORATION

ORDINANCE 2018-03

AN ORDINANCE OF THE TOOELE CITY COUNCIL REPEALING TOOELE CITY CODE CHAPTER 1-15 REGARDING NUISANCE ABATEMENT.

WHEREAS, by way of Ordinance 2014-13, approved on October 15, 2014, the City Council enacted a comprehensive ordinance on the abatement of nuisances, found in TCC Chapter 8-4; and,

WHEREAS, Chapter 8-4 existed prior to Ordinance 2014-13, being originally enacted in 1994, and amended in 2004 and 2006; and,

WHEREAS, the Tooele City Code contains an outdated and redundant chapter on nuisance abatement, in Chapter 1-15, enacted in 1978, which serves no purpose and which should be repealed in favor of Chapter 8-4 (see Chapter 1-15 attached as Exhibit A); and,

WHEREAS, it is in the best interest of Tooele City to update and modernize the City Code:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that TCC Chapter 1-15 is hereby repealed.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

TCC Chapter 1-15

CHAPTER 15. NOTIFICATION OF PUBLIC NUISANCE

1-15-1. Notice to be given.

1-15-2. Contents of notice.

1-15-3. Method of service of notice.

1-15-4. Abatement of nuisance.

1-15-5. Expense account for abatement of nuisance.

1-15-6. Collection of expenses.

1-15-7. Stay upon appeal.

1-15-1. Notice to be given.

Whenever it is determined by the City Engineer, the Health Officer, or the Chief of Police, or the duly authorized representative of any of them, that a nuisance exists upon any parcel of real property within Tooele City, said City Engineer, Health Officer, or Chief of Police shall cause to be issued a written notice to the owner of said premises. The ownership of the premises shall be the owner designated on the last assessment roll for said premises prepared by the Tooele County Assessor. If the owner is not the occupant of the premises according to the Assessor's records, or the knowledge of the Tooele City officer causing notice to be sent, notice shall also be sent to the occupant of the premises. In addition to the notice sent to the owner and, as the case may be, the occupant of the premises, notice shall also be mailed to "owner/occupant" at the street address of the premises. (Ord. 78-20, 07-19-78)

1-15-2. Contents of notice.

The notice provided in the preceding section shall contain the following:

(1) The street address and a legal description sufficient for identification of the premises upon which the nuisance is located.

(2) A statement that the officer causing notice to be sent has found a nuisance as defined by Title 1, Chapter 3, Section 1, Tooele City Code, to exist upon the premises described.

(3) A brief description of the nuisance.

(4) A statement of the action required to be taken as to abate the nuisance, which statement shall indicate the number of days permitted, not to exceed fifteen, within which the action to abate the nuisance shall be taken.

(5) Statements advising that if the abatement of the nuisance is not accomplished within the time period specified, Tooele City shall either through its own forces, or through contract with a private party, cause said nuisance to be abated and the cost thereof, including overhead, to be assessed against the owner

of the premises, said assessment to be added to the property tax next due for the premises.

(6) A statement advising that any person having any record title or legal interest in the premises may appeal from the notice or action indicated therein, provided the appeal is made in writing to the Tooele City Mayor, prior to the expiration of the time period permitted for the owner or occupant to abate the nuisance. Said notice should further advise that should the Mayor uphold the action of the official giving the notice, that the person having record title or legal interest in the premises shall have five additional days within which to give written notice to the Tooele City Board or Adjustment, and that failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter. Said notice shall be dated and signed by the official giving notice. (Ord. 87-24, 01-02-88; Ord. 78-20, 07-19-78)

1-15-3. Method of service of notice.

The notice, and any amended or supplemental notice or order, shall be served upon the record owner and the occupant, as the case may be, by mailing the same, postage prepaid, to the address shown on the assessment roll provided by the County Assessor. Notice shall also be mailed to "owner/occupant" at the mailing address of the premises by depositing the same, postage prepaid, to said name and address. Notice shall be deemed to have been given as of the time and date of deposit with the United States Postal Service. Failure of the City to serve any person required herein shall not invalidate any proceedings hereunder as to any other person duly served, or shall it relieve any such person from any duty or obligation imposed on him by the provisions of this section. Notice to an occupant shall be deemed notice to the legal owners or any person having a legal interest in the premises. The failure of any person to receive any notice shall not affect the validity of any proceedings taken under this chapter. Proof of service of notice shall be made by a mailing certificate duly executed by the party depositing the required notice with the United States Postal Service, or by a return receipt card returned and acknowledgment of receipt of the notice. If any structure exists upon any premises upon which a nuisance is found to exist and notice of abatement is given, in addition to the notice which is mailed to the provisions of this section, there shall be a copy of said notice attached to said structure. (Ord. 78-20, 07-19-78)

1-15-4. Abatement of nuisance.

When any nuisance is not abated within the time provided in said notice, and no appeal of said notice is

taken within the time limit provided herein, the City Engineer shall provide for the accomplishment of the abatement by City personnel or by private contract under his direction. The cost of such work shall be paid from such public works department budgets as the mayor shall designate and shall be made a special assessment against the property involved or may be made a personal obligation of the record owner of the premises as shown on the last assessment roll of the County Assessor's office at the time of the notice of abatement. The Mayor shall determine which means of collection of the cost of the work is the most appropriate in each instance and consideration of the City Attorney's opinion as to the best means of collection shall have bearing upon the means of collecting the assessment due. (Ord. 78-20, 07-19-78)

1-15-5. Expense account for abatement of nuisance.

The City Engineer shall keep an itemized account of the expenses incurred by the City in the abatement of any nuisance, including postage, and other overhead. Upon the completion of the work of abatement, the City Engineer shall prepare and file with the City Treasurer a report specifying the work done, the itemized and total cost of the work, the legal description of the real property upon which the abatement was accomplished, and the names and addresses of the persons entitled to notice as provided in Section 1. (Ord. 78-20, 07-19-78)

1-15-6. Collection of expenses.

Upon receipt of the itemized statement, the City Treasurer shall obtain from the Mayor a determination as to whether said expenses shall be collected from the owner of the premises as a personal obligation or a special assessment against the premises involved. If the Mayor has determined the costs of abatement should be collected by special tax assessment, he shall forward the itemized statement of the costs and expenses to the County Treasurer, who shall follow the procedure provided in Title 10, Chapter 11, Section 4, Utah Code Annotated 1953, to collect the same. Should the Mayor determine to collect said sum as a personal obligation of the owner of the premises, the Treasurer shall forward itemized account to the City Attorney for collection. The Attorney shall add to said itemization a reasonable attorney's fee for collection of the same, which attorney's fee shall be an added expense of the City, collectable from said owner. (Ord. 78-20, 07-19-78)

1-15-7. Stay upon appeal.

Should any person receiving notice pursuant to this chapter make an appropriate and timely appeal, as provided in section 1-15-2, the time for abatement of the nuisance shall be stayed until the resolution of said appeal process, either by final determination or the expiration of the time for next appropriate appeal. Any person or body authorized to hear an appeal of a notice of abatement as provided in this chapter is granted the authority to give such additional time for abatement of said nuisance as said person or body shall determine to be equitable. (Ord. 78-20, 07-19-78)

TOOELE CITY CORPORATION

RESOLUTION 2018-11

A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING THE COMPLETED PUBLIC IMPROVEMENTS ASSOCIATED WITH THE CANYON VILLAGE RUST PHASE 1 SUBDIVISION.

WHEREAS, Tooele City previously approved a subdivision final plat for the Canyon Village Rust phase 1 subdivision; and,

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

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

WHEREAS, Canyon Village Rust phase 1 has a proper bond agreement with Tooele City:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the completed public improvements associated with the Canyon Village Rust phase 1 subdivision are hereby accepted, and that the one-year warranty period hereby begins.

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

Approved this ____ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

_____	_____
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ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

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

Exhibit A

Certificate of Completion of Public Works

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



Certificate of Completion of Public Works

(Start of One-Year Warranty)

Date: 12/22/2017

Permit No: P17-118		Public Work Elements*	Completed	Not Required
Project Name:	Canyon Village Rust	Culinary Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Address:	1800 North Copper Canyon	Secondary Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Tooele Utah 84074	Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Storm Drain / Pond	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Roads	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner/Developer:	Rust Pine Canyon Land Par	Curb & Gutter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	292 Big Canyon Lane	Sidewalk	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Wanship, Utah 84017	Street Lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Landscaping	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Other:		

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

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

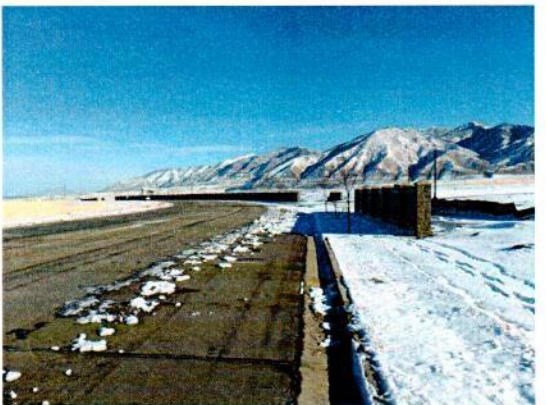
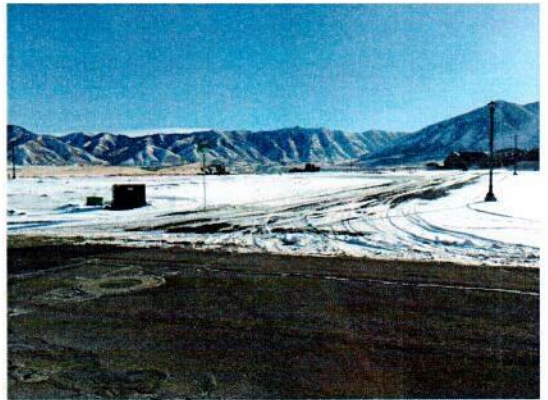
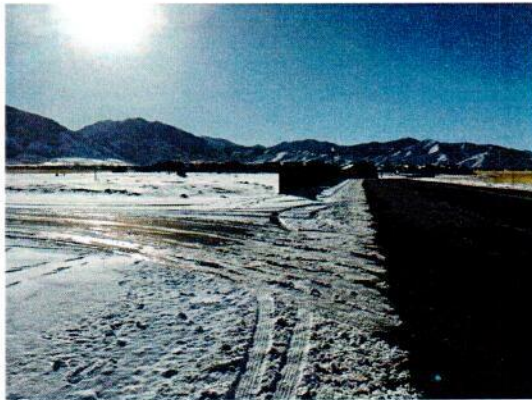
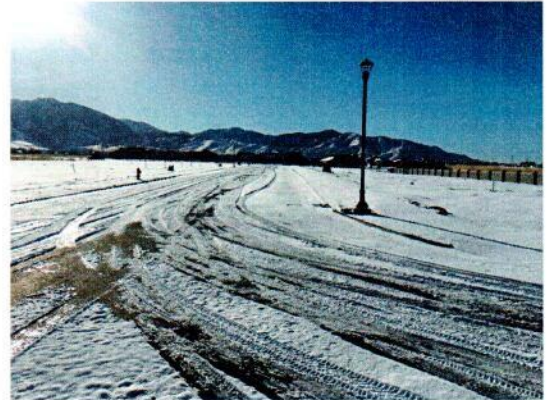
Recommended By	Title	Date
	Civil Inspector	12/22/2017
	City Engineer	1-2-18
	Community Development / Public Works	1/2/18

Acknowledged and Accepted _____
 City Council, Chair _____ Date _____

Scheduled Date for End of Warranty Final inspection:

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

Permit No: P17-118
Page 2 of 2



Tree grates need to be installed when they are received.
Road cuts to be completed in spring of 2018 when weather is better.
Street lights are installed and Rocky Mountain Power has been notified to energize this subdivision lights.

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

Date: Wednesday, January 3, 2018
Time: 5:00 p.m.
Place: Tooele City Hall, Large Conference Room
90 North Main St., Tooele, Utah

City Council Members Present:

Steve Pruden
Dave McCall
Scott Wardle
Brad Pratt
Melodi Gochis

City Employees Present:

Mayor Debbie Winn
Glenn Caldwell, Finance Director
Michelle Pitt, Recorder
Roger Baker, City Attorney
Jim Bolser, Community Development and Public Works Director
Rachelle Custer, City Planner
Brian Roth, Parks and Recreation Director
Paul Hansen, City Engineer
Randy Sant, Economic Development and Redevelopment Agency Director (joined at 5:04 p.m.)
Ted Barnes, Outside Legal Counsel

Minutes prepared by Michelle Pitt

1. Open Meeting

Vice Chair Pruden called the meeting to order at 5:00 p.m.

2. Roll Call

Steve Pruden, Present
Dave McCall, Present
Scott Wardle, Present
Brad Pratt, Present
Melodi Gochis, Present

3. Discussion:

Council/RDA Chair & Board/Committee Assignments

Councilman Wardle nominated Councilman Pruden to serve as Council Chair. Councilman Pratt seconded the nomination. Councilman Pratt nominated Councilman Wardle to serve as Vice Chair. Councilman Pruden seconded the nomination.

All members of the Council voted, “Aye.”

The Council discussed the various commission and board appointments and made changes (see attached table).

- Resolution 2018-08 A Resolution of the Tooele City Council Reappointing Phil Montano and Brad Clark, and Appointing Tony Graff, to the Planning Commission
Presented by Mayor Debbie Winn

Mayor Winn stated that there was a letter from Tony Graf included in the Council packet. He is the husband of Amanda Graf, who takes the Council and Planning Commission minutes. In Mr. Graf’s letter, he expressed an interest in serving on the Planning Commission, and said he has some experience in this area. Mayor Winn said that Mayor Dunlavy had spoken with Phil Montano who said he would like to serve another four years. Brad Clark has been serving as an alternate. Mayor Winn would like to move him up to fill a vacant position. Mayor Winn pointed out that there will be another Mayor’s appointment to fill the alternate position left by Mr. Clark. There is an appointment that has historically been filled by someone from the fire department. The fire department will submit a name for this alternate position.

Councilman Wardle said that he had a member of the public approach him today, who is the wife of a firefighter. If the fire department doesn’t submit a name of a current firefighter, maybe the wife will fill this vacancy.

- Resolution 2018-01 A Resolution of the Tooele City Council Authorizing the Purchase of Property from the Estate of Norma Holmquist for the Growth-Related Expansion of the Tooele City Softball Complex
Presented by Brian Roth

Mr. Roth said that this matter was a follow up of a discussion the Council had a couple of months ago. Mr. Roth indicated he has been in discussion with the school district for obtaining this property. The school district will help with the purchase of the property. Chairman Pruden said he felt the price was good for this purchase. Mr. Roth said he wanted the Council to know that the City is ready to move forward. Mr. Baker said that he sent the contract to the sellers for review and feedback; instead, they signed the contract.

- Resolution 2018-09 A Resolution of the Tooele City Council Approving a Contract with Turf Sprinkler Company for the Dow James Ball Field Irrigation Renovation Project
Presented by Brian Roth

Mr. Roth stated that he has been in discussion with the school district on the upgrades and needs of facilities, and the school's participation in those needs. Mr. Roth said that the design work for the irrigation project at the baseball field at the Dow James has been done. The project has been bid. Mr. Roth indicated that this matter was on the Council agenda for their next meeting for approval.

- Resolution 2018-03 A Resolution of the Tooele City Council Authorizing the Purchase of Groundwater Protection Easement from Roxie and George Allen
Presented by Paul Hansen

Mr. Hansen indicated that the Council had discussed this issue before. The City is moving forward with plans to construct a new a culinary water well on property owned by the City at the future fire station site on 1000 North. In accordance with Utah law and current City and County ordinances, the City needs to safeguard against contamination. The requirements for that increase in how close you are to the well. To save the City money, and to not to have to purchase more land, the City approached the adjacent property owner, the Allen's, about securing a groundwater protection easement on a portion of their property, about a ¼ acre in area. Mr. Hansen stated that the City had an appraisal done. The proposal to the City is to acquire this easement for \$16,710.00 with the condition that the City pay \$2,000 up front. Based on confirmation of water and the quality of water, then the City will pay the balance. If there is a reason not to develop the well, the City is only in to the project a few thousand. The Allen's are okay with this condition.

Councilman Pratt thanked Mr. Hansen for positioning this proposed well where it is.

- Ordinance 2018-02 An Ordinance of the Tooele City Council Correcting the 2010 Sewer Treatment and Collection Impact Fee Analysis
Presented by Paul Hansen

Mr. Hansen said that Tooele City adopted the Sewer Treatment and Collection Impact Fee Analysis, prepared by Lewis & Birninghan, in 2010. The City has had those fees in place since then. Mr. Hansen indicated that the document created a fee table, but the City recently discovered some multiplication errors in the analysis. Mr. Hansen stated that the errors don't change the underlying impact fee, but the City would like the analysis to be correct. Mr. Baker emphasized that this didn't change the fee or the general analysis.

- Resolution 2018-10 A Resolution of the Tooele City Council Approving a Memorandum of Agreement with the Utah National Guard
Presented by Roger Baker

Mr. Baker stated that this fire suppression line had been discussed with the Council at prior meetings, and once while a member of the National Guard attended. This agreement allows the National Guard to construct a water line for fire suppression only. The line will become a City public improvement. The line will not carry culinary water to the area. The Army has approached the City for water, but that is not what the City is doing at this time. Before culinary water can be made available to the property, water line looping will be necessary. The Memorandum of Agreement simply says what the City will do, and what the Army will do.

- Resolution 2018-04 A Resolution of the Tooele City Council Approving an Agreement with SKM, Inc. for Maintenance Services of the City's Municipal Culinary Water and Water Reclamation Systems' Supervisory Control and Data Acquisition System ("SCADA")
Presented by Jim Bolser

Mr. Bolser stated that the water and water reclamation systems are each controlled and monitored by a sophisticated and centralized SCADA system. Because it is so specialized and complex, the City has entered in to a contract with SKM, Inc. to help maintain the system. SKM helps remotely when they are able, or they physically come out to site when needed. The current agreement expired on the 31st of December. SKM has agreed to renew the contract with no change in fees or terms. Mr. Bolser went on to say that the only change in the agreement is new dates to renew the contract for two years.

4. Close Meeting to Discuss Litigation and Property Acquisition

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

Those in attendance during the closed session were: Mayor Debbie Winn, Glenn Caldwell, Roger Baker, Paul Hansen, Michelle Pitt, Jim Bolser, Brian Roth, Randy Sant, Councilman Wardle, Councilman Pratt, Councilman McCall, Councilwoman Gochis, and Chairman Pruden.

The meeting closed at 5:28 p.m.

No minutes were taken on these items.

5. Adjourn

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

The meeting adjourned at 6:46 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 17th day of January, 2018

Steve Pruden, Tooele City Council Chair

DRAFT

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

Date: Wednesday, January 3, 2018
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
Melodi Gochis

City Employees Present:

Mayor Debbie Winn
Jim Bolser, Community Development and Public Works Director
Chief Ron Kirby, Police Department
Glen Caldwell, Finance
Michelle Pitt, City Recorder
Lisa Carpenter, Deputy City Recorder
Paul Hansen, City Engineer
Heidi Peterson, Communities That Care Director
Brian Roth, Parks and Recreation Director
Randy Sant, Economic Development Consultant
Rachelle Custer, City Planning and Zoning Administrator
Kami Perkins, Human Resource Director

Minutes prepared by Amanda Graf

Councilman Pruden called the meeting to order at 7:00 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by former Fire Chief Dave Buck

Councilman Pruden welcomed everyone to the meeting, including State Senator Thatcher who was in attendance.

2. Resolution 2018-02 A Resolution of the Tooele City Council Reappointing Michelle Pitt as City Recorder of Tooele City for a Term of Two Years

Presented by Councilman Pruden

Councilman Pruden invited Ms. Pitt to stay on as the City Recorder for two more years. She accepted the appointment.

Councilman Pratt moved to approve Resolution 2018-02. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

3. Official Swearing in of the Re-Appointed City Recorder

Presented by Lisa Carpenter

Ms. Carpenter had Ms. Pitt raise her right hand and repeat the following oath: "I, Michelle Pitt, having been appointed to the office of City Recorder, do solemnly swear that I will support, obey, and defend the Constitution of the United States and the Constitution of this State, and that I will discharge the duties of my office with fidelity."

4. Official Swearing in of the Newly Elected Mayor

Presented by Michelle Pitt

Ms. Pitt had Mayor Winn raise her right hand and repeat the following oath: "I, Debra E. Winn, having been elected to the office of Tooele City Mayor, do solemnly swear that I will support, obey, and defend the Constitution of the United States and the Constitution of this State, and that I will discharge my duties of my office with fidelity."

Mayor Winn expressed that it is such an honor and privilege to be standing there. She stated that she is humbled by this opportunity to serve the City of Tooele. She expressed her gratitude to God for giving everyone the opportunity to live in this country, state, and wonderful city. She expressed her gratitude to everyone who has supported her in all that she has tried to do for the City. She expressed gratitude to the City Councilmen for giving her the opportunity to be appointed as a City Councilwoman.

Mayor Winn thanked her mom and dad for her wonderful upbringing and stated that she's always wanted to make them proud. She also thanked her siblings. She also expressed gratitude to her five children and their spouses. She stated that she could not do anything without the support of her husband. She stated that it takes a special man to support a woman who wants to be a leader as it takes her away from home a lot. Her husband he has been very understanding; she expressed her gratitude to him for raising her children and loving her grandchildren. She pledged to keep her campaign promises that she made; she is here to serve the citizens of this community. She is a public servant and will always be accessible to everyone in the City.

5. Official Swearing in of Newly Elected City Council Members

Presented by Michelle Pitt

Ms. Pitt had Councilwoman Gochis and Councilman Wardle raise their right hands and repeat the following oath: "I Melodi Gochis/Scott Wardle, having been elected to the office of Tooele City Council, do solemnly swear that I will support, obey, and defend the Constitution of the United States and the Constitution of this State, and that I will discharge my duties of my office with fidelity."

6. Official Swearing in of Newly Appointed Tooele City Fire Chief and Officers

Presented by Michelle Pitt

Ms. Pitt had Chief Rick Harrison, Chris Shubert, First Assistant, Jed Colovich, Second Assistant, raise their right hands and repeat the oath: "I Rick Harrison/Chris Shubert/Jed Colovich, do solemnly swear that I will support, obey, and defend the Constitution of the United States and the Constitution of this State, and that I will discharge the duties of my office with fidelity."

Rowe Harrison, the father of Chief Rick Harrison, presented him with a badge. It was a badge that his grandfather wore as Chief of Spanish Fork Fire Department that was given to Mr. Rowe Harrison when he became the Chief of the Tooele City Fire Department. Chief Harrison expressed his gratitude for the opportunity to serve the community and for the wonderful firefighters with which he serves.

Councilman Pruden expressed his appreciation and love to all of the firefighters who work so hard on behalf of the community. A brief recess was taken for the Mayor to take pictures with the fire department.

7. Roll Call

Scott Wardle, Present
Brad Pratt, Present
Steve Pruden, Present
Dave McCall, Present
Melodi Gochis, Present

8. Public Comment Period

Councilman Pruden invited comments from the audience; there were not any. Councilman Pruden closed the public comment period.

9. Election of Council/Chair & Board/Committee Assignments

Councilman Wardle moved to appoint Steve Pruden as Chairman of the Tooele City Council.

Councilman Pratt seconded the motion. Councilman Pruden accepted that motion. **Councilman Pruden moved to appoint Scott Wardle as Vice Chairman of the Tooele City Council.** Councilman Pratt seconded the motion. Councilman Wardle accepted that motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

Chairman Pruden stated that prior to the City Council meeting in their work meeting they went over all of the assignments and committees with which the City Council and Mayor are involved. Ms. Pitt has a copy of those assignments if anyone is interested in viewing them.

10. Ordinance 2018-01 An Ordinance of the Tooele City Council Establishing the Dates, Time, and Place of its Public Meetings in 2018

Presented by Michelle Pitt

Ms. Pitt stated that it is a requirement of the City Charter and State Code that the Council prescribe by ordinance the date, time, and place of its meetings; they must have at least one public meeting per month. The meetings are set to begin at 7:00 p.m. Chairman Pruden clarified that the meetings are the first and third Wednesdays of the month.

Councilman Pratt moved to approve Resolution 2018-01. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Chairman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

11. Resolution 2018-07 A Resolution of the Tooele City Council Reappointing Shauna Bevan and Christ Sloan to the Planning Commission

Presented by Chairman Pruden

Chairman Pruden stated that Mr. Sloan has served on the Commission for the past eight years. Ms. Bevan has served for the past four years. They have done a wonderful job.

Councilman McCall moved to approve Resolution 2018-07. Councilman Wardle seconded the motion. The vote was as follows: Councilman McCall, "Aye," Chairman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

12. Resolution 2018-08 A Resolution of the Tooele City Council Reappointing Phil Montano and Brad Clark, and Appointing Tony Graf to the Planning Commission

Presented by Mayor Debra Winn

Mayor Winn re-appointed Phil Montano to the Commission and mentioned that he has been serving on the Commission since 2006. She explained that Brad Clark will be moving from an alternate position to a permanent position on the Commission; he has been serving for two years. She also appointed Mr. Tony Graf to the Commission. He wrote a letter expressing his willingness to serve on the Commission for a four-year term.

Chariman Pruden explained that the Commission is made up of seven members with two alternates. The Mayor appoints four of the members and one alternate while the Council appoints three of the members and one alternate.

Councilwoman Gochis moved to approve Resolution 2018-08. Councilman Pratt seconded the motion. The vote was as follows: Councilman McCall, "Aye," Chairman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

13. Resolution 2018-01 A Resolution of the Tooele City Council Authorizing the Purchase of Property from the Estate of Norma Holmquist for the Growth-Related Expansion of the Tooele City Softball Complex

Presented by Brian Roth

Mr. Roth stated that this Resolution is for a property purchase by Tooele City as part of a joint project involving Tooele County School District for a field to be used by the softball program for Tooele High School. Acquiring this property will put into place a plan that will not only benefit the School but the Community as well.

Chariman Pruden expressed that this is a wonderful example of governmental entities of the School District and governmental entities working together for the benefit of the children of the Community.

Chairman Pruden asked the Council if there were any questions or concerns; there weren't any.

Councilman Wardle moved to approve Resolution 2018-01. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Chairman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

14. Resolution 2018-09 A Resolution of the Tooele City Council Approving a Contract with Turf Sprinkler Company for the Dow James Ball Field Irrigation Renovation Project

Presented by Brian Roth

Mr. Roth explained that the Tooele High School boy's baseball team uses the Dow James field which is in need of some work. The Parks Department would like to replace the irrigation system in the field.

Chairman Pruden asked the Council if there were any questions or concerns; there weren't any.

Councilman Pratt moved to approve Resolution 2018-09. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye," Chairman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

15. Resolution 2018-03 A Resolution of the Tooele City Council Authorizing the Purchase of A Groundwater Protection Easement from Roxie and George Allen

Presented by Paul Hansen

Mr. Hansen expressed his congratulations to Mayor Winn and the newly elected City Council members.

Mr. Hansen explained that part of Tooele City's development plans include the continued development of water sources to meet the needs of growth and to bring new businesses to the City. One of the proposed locations to construct a new well is located on city property by the Life Flight helipad on 1000 North. State law and Tooele City and Tooele County ordinances both require protection of the groundwater by potential contamination sources; the closer one gets to the well head the more critical that protection is.

The City approached Roxie and George Allen about securing an underground water easement adjacent to the proposed well. The City can acquire an easement at less cost than acquiring additional property. Typically groundwater easements are valued at 52% of the land value. The proposal is to compensate the Allens for the amount of \$16,710.00 for a permanent and perpetual groundwater protection easement. A portion of that amount would be paid upfront; upon successful completion of the well the balance would be released to them.

Chairman Pruden asked the Council if there were any questions or concerns; there weren't any.

Chairman Pruden expressed his appreciation to the Allens and their willingness to help the City in this regards.

Councilman McCall moved to approve Resolution 2018-03. Councilman Pratt seconded the motion. The vote was as follows: Councilman McCall, "Aye," Chairman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

16. Ordinance 2018-02 An Ordinance of the Tooele City Council Correcting the 2010 Sewer Treatment and Collection Impact Fee Analysis

Presented by Paul Hansen

Mr. Hansen stated that in 2010 Tooele City adopted a sewer treatment and collection impact fee and set that fee for all new uses. A table was displayed at the meeting showing the fees. The City is not proposing any changes to that fee or how that base fee is determined. However, they are correcting one of the figures. Figure 4.5 within the table was intended to provide some clarification in regards to what fees would be put in place for particular uses based on the net sewer impact fee. The City discovered an error in that table and worked with the consultant Lewis Young Robertson & Burningham, who created the impact fee, to correct figure 4.5 as well as to renumber some duplicate tables and figures that were discovered in their analysis. This ordinance does not change the base sewer impact fee nor does it change the basis upon which it was created; it simply corrects the error in figure 4.5 of the table.

Chairman Pruden asked the Council if there were any questions or concerns; there weren't any.

Councilman Pratt moved to approve Resolution 2018-02. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Chairman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

17. Resolution 2018-10 A Resolution of the Tooele City Council Approving a Memorandum of Agreement with the Utah National Guard

Presented by Roger Baker

Mr. Baker stated that the Army National Guard has a maintenance facility on what is formerly known as the administration area of the Tooele Army Depot. The National Guard has fire suppression through the Army water system but they are concerned that it is an inadequate system to protect their facilities. Tooele City has a 12-inch water main on the SR 36 right-of-way that goes south to the Tooele County Detention Facility. The Army National Guard has requested permission to allow them to connect to that main line a 10-inch water line that would go to the National Guard Maintenance Facility for fire suppression purposes only; the water in that line would never be used unless there was a fire or unless the City was maintaining the line to clean it out or repair it.

This resolution will not make culinary water available to the National Guard facility or to any of the vacant properties that may wish to be developed by the Army or private owners. His department has drafted a memorandum of agreement with the National Guard that states the terms to which they will allow the Guard to install the line. The Army National Guard will build it at their own cost and it will become a Tooele City infrastructure public improvement. The City will maintain it to include periodic flushing to prevent heavy materials from accumulating. This improvement will help the National Guard knowing they have a more abundant and reliable water supply in the event of an emergency.

Chairman Pruden asked the Council if there were any questions or concerns; there weren't any.

Councilwoman Gochis moved to approve Resolution 2018-10. Councilman Wardle seconded the motion. The vote was as follows: Councilman McCall, "Aye," Chairman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

18. Resolution 2018-04 A Resolution of the Tooele City Council Approving an Agreement With SKM, Inc. for Maintenance Services of the City's Municipal Culinary Water and Water Reclamation Systems' Supervisory Control and Data Acquisition System ("SCADA")

Presented by Jim Bolser

Mr. Bolser expressed his congratulation to all of the newly appointed and elected officials.

He explained that the City's water and water reclamation systems are controlled by a very complex system primarily through computers of monitoring and maintaining the water and water reclamation systems. They are all monitored 24/7 by a computer system that has the ability to page City staff if it senses a problem.

It is a complex system that takes a skillful set of talents to maintain the SCADA system. The City has been on contract with SKM for several years to maintain the system. Their current agreement expired Dec 31, 2017. His department is proposing to extend and renew that agreement with SKM for a period of two years that will expire Dec 31, 2019. The terms of that contract will not change; the cost will remain the same to the City.

Chairman Pruden asked the Council if there were any questions or concerns; there weren't any.

Councilman Wardle moved to approve Resolution 2018-04. Councilman Pratt seconded the motion. The vote was as follows: Councilman McCall, "Aye," Chairman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

19. Minutes

Chairman Pruden asked the Council if they had any questions or concerns about the minutes.

Councilman Wardle stated that he gave Ms. Pitt some changes in the wording on one paragraph that adds clarification from their work meeting held that day.

Councilman Pratt moved to approve the minutes from the City Council Meeting dated December 6, 2017 with the changes that Councilman Wardle put in place. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Chairman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

20. Invoices

Presented by Michelle Pitt

Ms. Pitt presented an invoice in the amount of \$40,063.00 to Spillman Technologies Inc. for software that is used by the Police Department.

Councilman Pratt moved to approve the invoice. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Chairman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

21. Adjourn to RDA Meeting

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

The City Council meeting adjourned to the RDA meeting at 7:50 p.m.

22. Open RDA Meeting

Chairman Pratt welcomed everyone and stated that all five members of the RDA are present.

23. Appoint RDA Chair

Councilman Pruden motioned to appoint Councilman Brad Pratt Wardle as the Chair and Councilman Scott Wardle Vice Chairman. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

24. RDA Resolution 2018-01 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Establishing Its Public Meeting Schedule for Calendar Year 2018

Presented by Michelle Pitt

Ms. Pitt stated that Utah Code requires that they provide public notice of the RDA meetings. They are set at the same dates and times as the City Council Meetings which are the first and third Wednesdays of the month beginning at 7:00 p.m. The RDA board may cancel the meeting if there is a lack of agenda items for discussion.

Chairman Pratt asked the Board if there were any questions or concerns; there weren't any.

Councilman Pruden moved to approve Resolution 2018-01. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Chairman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

25. Minutes

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

Councilman Wardle moved to approve the minutes from the RDA meeting dated December 6, 2017. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Chairman Pratt, "Aye," Councilman Wardle, "Aye," Councilwoman Gochis, "Aye." The motion passed.

Chairman Pratt expressed his appreciation to Mr. Randy Sant for all he does for the City.

26. Adjourn

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

The meeting adjourned at 7:53 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 17th day of January, 2018

Steve Pruden, Tooele City Council Chair

REDEVELOPMENT RDA OF TOOELE CITY, UTAH

RESOLUTION 2018-02

A RESOLUTION OF THE REDEVELOPMENT RDA OF TOOELE CITY, UTAH (“RDA”) APPROVING AN INTERLOCAL AGREEMENT FOR TAX INCREMENT PARTICIPATION WITH THE TOOELE COUNTY SCHOOL DISTRICT, FOR THE 1000 NORTH RETAIL COMMUNITY REINVESTMENT PROJECT AREA, AND AUTHORIZING THE CHAIR TO SIGN THE SAME.

WHEREAS, the RDA was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment RDA Act, Title 17C of the Utah Code Annotated, as amended from time to time (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting Tooele City in development activities that are likely to advance the policies, goals, and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety, and welfare of its citizens; and,

WHEREAS, the RDA has created the 1000 North Retail Community Reinvestment Project Area (the “Project Area”), through the adoption of the 1000 North Retail Community Reinvestment Project Area Plan (the “Project Area Plan”), located within Tooele County; and,

WHEREAS, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the RDA and the City, into a mixed use commercial and residential development. The RDA has not entered into any participation or development agreements with participants but anticipates that prior to development of the Project Area, the RDA may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed, using, in part, increased property tax revenues, referred to as “Tax Increment”, generated from the Project Area; and,

WHEREAS, the City proposes to enter into an Interlocal Agreement with the Tooele County School District, pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13; and,

WHEREAS, as explained further in the Project Area Plan, the RDA and/or participant(s) will incur significant costs and expenses relating to land assembly and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and,

WHEREAS, the RDA has requested that the City, the School District, and other taxing entities within the Project Area participate in the promotion of development in the Project

Area by agreeing to remit to the RDA for a specified period of time specified portions of the Tax Increment which will be generated from within the Project Area; and,

WHEREAS, the School District has determined to remit such payments to the RDA, as specified herein, in order to permit the RDA to leverage private development of the Project Area; and,

WHEREAS, RS Contract Management, an independent consulting firm with substantial experience regarding community development projects and tax increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of tax increment within the Project Area; and,

WHEREAS, the RDA has prepared the 1000 North Retail Community Reinvestment Project Area Budget (the "Project Area Budget"), which, generally speaking, outlines the anticipated generation, payment, and use of tax increment within the Project Area:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT RDA OF TOOELE CITY, UTAH, that the Interlocal Agreement attached as Exhibit A is hereby approved and that the RDA Chair is hereby authorized to execute the same.

This Resolution shall take effect immediately upon approval.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment RDA of Tooele City, Utah, this ____ day of _____, 2018.

TOOELE CITY RDA

(For)

(Against)


ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, RDA Secretary

SEAL

Approved as to Form:



Roger Evans Baker, RDA Attorney

Exhibit A

Interlocal Agreement

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (“**Agreement**”) is entered into effective as of _____, 2017, by and between **REDEVELOPMENT AGENCY OF TOOEELE CITY, UTAH**, a political subdivision of the State of Utah (the “**Agency**”), and **TOOELE COUNTY SCHOOL DISTRICT**, a political subdivision of the State of Utah (the “**District**”) as follows:

Recitals

A. The Agency was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated (the “**Act**” as amended from time to time), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting Tooele City (the “**City**”) in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens.

B. This Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13 (the “**Cooperation Act**”).

C. WHEREAS, the Agency has created the 1000 North Retail Community Reinvestment Project Area (the “**Project Area**”), through the adoption of the 1000 North Retail Community Reinvestment Project Area Plan (the “**Project Area Plan**”), located within Tooele County (the “**County**”), the boundaries of which Project Area are described in Exhibit “A” attached hereto and incorporated herein by this reference; and

D. WHEREAS, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency, into a mixed use commercial and residential development. The Agency has not entered into any participation or development agreements with Participants but anticipates that prior to development of the Project Area, the Agency may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more Participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property tax revenues, referred to as “**Tax Increment**”, generated from the Project Area; and

E. As explained further in the Project Area Plan, the Agency and/or Participant(s) will incur significant costs and expenses relating to land assembly and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and

F. The Agency has requested that the City, the District, and other taxing entities within the Project Area, participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the Tax Increment which will be generated from within the Project Area.

G. The District has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and

H. RS Contract Management, an independent consulting firm with substantial experience regarding community development projects and Tax Increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of Tax Increment within the Project Area. A copy of the Project Area Plan is attached as Exhibit “B”.

I. The Agency has prepared the 1000 North Retail Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area (for purposes of clarification, the Project Area Budget is provided in form only, it being acknowledged that the Project Area Budget is not statutorily required as provided under Section 17C-4-204 of the Act, and the Agency may amend the Project Area Budget from time to time in its discretion, subject to the provisions of the Act and this Agreement).

Agreement Terms

1. **Tax Increment.** This Agreement refers to "**Tax Increment**" which is a term defined by Utah Code Ann. § 17C-1-102(60) (2017). The term tax increment has the same meaning as defined by that statute (as amended, replaced or superseded from time to time). The parties acknowledge that tax increment generally refers to the additional *ad valorem* tax revenues generated by the increase in value of taxable real and personal property within the Project Area resulting from new development and improvements on real property located within the Project Area. The District has determined to allow the Agency to receive and retain specified portions of the District's portion of Tax Increment (the "**District's Tax Increment Share**") in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the Participant(s) administration and development of the Project Area, including for administration costs and costs for the construction and installation of infrastructure improvements and other development related costs, expenses, and incentives needed to serve the Project Area, to the fullest extent permitted by the Act.

2. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), is 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Tooele County assessment rolls for all property located within the Project Area.

3. **Agreement(s) with Participant(s).** The Agency is authorized, in the Agency's sole discretion, to enter, or not enter, into one or more agreements with one or more Participants which may provide for the payment of certain amounts of Tax Increment, including the portion of the District's Tax Increment Share paid to the Agency, (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the Participant(s), conditional upon the Participant(s)'s meeting of certain performance measures as outlined in said agreement. Any such agreement shall be consistent with the terms and conditions of this Agreement and shall require as a condition of payment to the Participant that the Participant, or other owner(s) of the Property, as applicable, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

4. **Payment Timeline.** The first year ("**Year One**") of payment of the District's Tax Increment Share shall be determined by the Agency, but shall be no later than the 2020 tax year. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of the District's Tax Increment Share by timely delivering a letter or other written request to the Tooele County Auditor's office.

5. **Payment to Agency.** Subject to Section 7 below, the District agrees that Tooele County shall remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Fifteen, 100% of the District's Tax Increment Share. Tooele County is authorized and instructed to pay 100% of the District's Tax Increment Share directly to the Agency annually for each of Years One through Fifteen inclusive. Subject to Section 7 below, the Agency may use the District's Tax Increment Share for any of the purposes set forth in the Project Area Plan and Project Area Budget (as such may be amended from time to time under the applicable provisions of the Act).

6. **Rebate to District.** Before expending any of the District's Tax Increment Share received annually, the Agency must first pay to the District an amount equal to:

- a. 50.0% of the District's Tax Increment Share received by the Agency and attributable to or generated by commercial property within the Project Area; and
- b. 100.0% of the District's Tax Increment Share received by the Agency and attributable to or generated by residential property within the Project Area.

The intent of this paragraph is that the Agency will ultimately retain 50.0% of the District's portion of all Tax Increment generated from commercial property in the Project Area, but the Agency will not retain any of the District's portion of Tax Increment generated from residential property within the Project Area. The Agency shall make a reasonable determination of the source (*i.e.*, commercial or residential) of the District's Tax Increment Share funds received by the Agency each year, and upon request from the District, will provide the District with the basis for that determination.

7. **Maximum Retained Increment.** Despite anything in this Agreement to the contrary, the Agency will not retain, on a cumulative basis, more than \$1,250,000.00 of the District's Tax Increment Share. To be clear, the amount "retained" is the amount kept by the Agency after rebating the amounts due under Section 7 *above*. If the Agency receives more than \$1,250,000.00 that the Agency would otherwise be authorized to retain, then the Agency must promptly (i) pay to the District the amount in excess of the permitted \$1,250,000.00 cap, and (ii) notify Tooele County that the Agency's right to receive any further payment of the District's Tax Increment Share under this Agreement has terminated. The District makes no guarantee or assurance that \$1,250,000.00 of the District's Tax Increment Share will be available for the Agency to retain; the \$1,250,000.00 amount is solely a maximum collection cap, not a guaranteed amount.

8. **Property Tax Revenue/Rate Increase.** This Agreement provides for the payment of Tax Increment collected from the Project Area by the County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County on behalf of the District from the Project Area. Unless the District specifically consents in writing through an amendment to this Agreement or in a separate agreement, the Parties agree that the Agency will not be entitled to any portion of Tax Increment resulting from an increase in the tax rate of the District's Tax Levies that occurs after the Base Tax Year that is attributable to a tax rate increase enacted pursuant to the requirements of Utah Code Ann. § 59-2-919 (*i.e.*, a Truth-in-Taxation tax rate increase); however, the rate attributable to the issuance of bonds is not considered a tax rate increase, and therefore the Agency will be entitled to that portion of Tax Increment resulting from bond levies, even if such levies were or are enacted after the Base Tax Year.

9. **No Independent Duty.** The District shall have no independent duty to pay any amount to the Agency other than to direct and cause the County to pay to the Agency the District's Tax Increment Share on an annual basis from and including Year One through and including Year Fifteen.

10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to the District:

Tooele County School District
92 Lodestone Way
Tooele, UT 84074

If to Agency:

Tooele City RDA
Attn: Executive Director
90 N Main Street
Tooele UT 84074

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement, including the recitals, is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by both parties, executed by an agent duly authorized to do so, or as otherwise expressly permitted herein. This Agreement, including the recitals, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Tooele County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the District cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to Participant(s), or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, then the Agency, and the District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

23. **Duration.** This Agreement shall terminate upon the first to occur of either (i) the final payment of Tax Increment to the Agency for Year Fifteen, or (ii) the Agency has retained, as provided in Sections 6 and 7 above, the amount of \$1,250,000.00 from the District's Tax Increment Share.

24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to Participants in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2043.

26. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Redevelopment Director of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement;
- f. Immediately after execution of this Agreement by both parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act; and
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Cooperation Agreement on the day specified above.

District: TOOELE COUNTY SCHOOL DISTRICT

Attest:

By: _____
Name and Title:

Title:

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for District

Agency: TOOELE CITY REDEVELOPMENT AGENCY

Attest:

By: _____
Brad Pratt, Chairman

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Project Area Description

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

Real property in the County of Tooele, State of Utah, described as follows:

PARCEL 1:

A parcel of land located within the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele City, Tooele County, Utah more particularly described as follows:

Commencing at the North Quarter Corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, thence North 89°43'06" East 149.82 feet along the North line of said Section 21 to the point of beginning of the parcel herein described, thence continuing North 89°43'06" East 1124.94 feet along the North line of Section 21 to the West boundary of Utah State Highway No. 36; thence the following 2 courses along said West boundary of Highway No. 36, South 06°34'56" West 34.33 feet to the point of curvature of a curve to the left; thence along said curve having a radius of 2914.80 feet through a central angle of 3°03'11", a distance along the arc of 155.31 feet to the Northeast Corner of the Walker Investments Parcel; thence North 89°20'48" West 315.51 feet to a point on an existing fence line and the Northwest Corner of the Walker Investments Parcel; thence South 00°35'28" West 603.70 feet along said fence line to the Southwest Corner of the IHC Health Services, Inc. Parcel; thence South 85°11'32" West 77.78 feet; thence South 89°47'24" West 705.18 feet; thence North 00°12'36" West 792.26 feet to the point of beginning.

LESS AND EXCEPT therefrom any portion lying within the bounds of 1000 North Street, that portion conveyed to the City of Tooele, as set forth in that certain Warranty Deed (Controlled Access) recorded November 21, 2006 as Entry No. 272445 of Official Records, being more particularly described as follows:

From the Northwest Corner of the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian proceed North 89°43'06" East 149.82 feet along the North line of said Section 21 to a point of beginning; thence continuing North 89°43'06" East 1124.94 feet along the North line of Section 21; thence South 6°34'56" West 34.33 feet; thence along the arc of a 2914.80 foot Radius Curve to the left 155.31 feet through a central angle of 3°03'11" the chord of which bears South 5°03'21" West 155.30 feet; thence North 89°20'48" West 6.73 feet; thence North 0°35'31" East 112.15 feet; thence along the arc of a 39.0 foot Radius Curve to the left 25.84 feet, through a central angle of 37°58'01", the chord of which bears North 50°37'41" West 25.37 feet; thence South 89°45'43" West 1081.92 feet; thence North 0°12'43" West 59.40 feet to the point of beginning.

PARCEL 2:

A parcel of land located within the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele City, Tooele County, Utah more particularly described as follows:

Commencing at the North Quarter corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, thence North 89°43'06" East 1274.76 feet along the North line of said Section 21 to the West boundary of Utah State Highway No. 36; thence the following three

courses along said West boundary of Highway 36, South 06°34'56" West 34.33 feet to the point of curvature of a curve to the left; thence along said curve having a radius of 2914.80 feet through a central angle of 5°02'24", a distance along the arc of 256.40 feet; thence South 01°32'32" West 202.70 feet to the point of beginning of the parcel herein described, thence continuing along the West boundary of Highway No. 36, South 01°32'32" West 300.04 feet; thence North 89°20'48" West 303.74 feet; thence North 00°35'28" East 300.00 feet along an existing fence line; thence the following 5 courses: South 89°20'48" East 68.04 feet; South 00°39'12" West 25.00 feet; South 89°20'48" East 180.00 feet; North 00°39'12" East 25.00 feet; South 89°20'48" East 60.68 feet to a point on the West boundary of Utah State Highway No. 36 and the point of beginning.

PARCEL 3:

A parcel of land located within the Northeast quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele City, Tooele County, Utah more particularly described as follows:

Commencing at the North Quarter corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, thence South 00°12'36" East 792.26 feet along the West line of the Northeast Quarter of said Section 21 to the point of beginning; thence North 89°47'24" East 855.00 feet; thence North 85°11'32" East 77.78 feet; thence South 89°20'48" East 303.74 feet to a point on the West boundary of Utah State Highway No. 36; thence South 01°32'32" West 412.51 feet along said West boundary of Highway No. 36 to the Northeast corner of the Lee & G Investments, L.L.C. Parcel; thence North 89°14'26" West 301.31 feet to the Northwest corner of the Lee & G Investments, L.L.C. Parcel; thence South 01°43'04" West 163.83 feet to the Southwest corner of the Lee & G Investments, L.L.C. Parcel; thence South 89°45'09" West 916.84 feet to a point on the West line of said Northeast quarter of Section 21; thence North 00°12'36" West 569.90 feet along the West line of the Northeast quarter of said Section 21 to the point of beginning.

LESS AND EXCEPT any portion lying within the bounds of 200 West Street.

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
1000 North CRA

Multi-Year Budget

ASSUMPTIONS:	
Discount Rate	4.0%

PROPERTY TAX ANALYSIS:	Payment Year	2021	2022	2023	2024	2025	2026	2027
	Tax Year	2020	2021	2022	2023	2024	2025	2026
	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Cumulative Taxable Value								
Phase I Commercial		\$19,750,000	\$19,750,000	\$19,750,000	\$19,750,000	\$19,750,000	\$19,750,000	\$19,750,000
Residential		\$7,625,000	\$15,250,000	\$15,250,000	\$15,250,000	\$15,250,000	\$15,250,000	\$15,250,000
Phase II Commercial		-	-	\$11,000,000	\$11,000,000	\$11,000,000	\$11,000,000	\$11,000,000
Total Assessed Value:		\$27,375,000	\$35,000,000	\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000
TOTAL TAXABLE VALUE:		\$27,375,000	\$35,000,000	\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000
TAX RATE & INCREMENT ANALYSIS:	2017 Rates							
Tooele County	0.001650	45,169	57,750	75,900	75,900	75,900	75,900	75,900
Tooele County School District	0.009122	249,715	319,270	419,612	419,612	419,612	419,612	419,612
Tooele City	0.001938	53,053	67,830	89,148	89,148	89,148	89,148	89,148
TOTAL INCREMENTAL TAX REVENUE:		\$347,936	\$444,850	\$584,660	\$584,660	\$584,660	\$584,660	\$584,660
PROJECT AREA BUDGET		2021	2022	2023	2024	2025	2026	2027
Sources of Funds:		2020	2021	2022	2023	2024	2025	2026
<u>Property Tax Participation Rate for Budget</u>								
Tooele County		75%	75%	75%	75%	75%	75%	75%
Tooele County School District		35%	35%	35%	35%	35%	35%	35%
Tooele City		75%	75%	75%	75%	75%	75%	75%
<u>Property Tax Increment for Budget</u>								
Tooele County		\$24,441	\$24,441	\$38,053	\$38,053	\$38,053	\$38,053	\$38,053
Tooele County School District		\$63,056	\$63,056	\$98,176	\$98,176	\$98,176	\$98,176	\$98,176
Tooele City		\$28,707	\$28,707	\$44,695	\$44,695	\$44,695	\$44,695	\$44,695
Total Property Tax Increment for Budget:		\$116,203	\$116,203	\$180,924	\$180,924	\$180,924	\$180,924	\$180,924
Uses of Tax Increment Funds:		2021	2022	2023	2024	2025	2026	2027
Redevelopment Activities (Infrastructure, Relocation, Incentives, etc.)	85.0%	\$98,773	\$98,773	\$153,785	\$153,785	\$153,785	\$153,785	\$153,785

CRA Housing	10.0%	\$11,620	\$11,620	\$18,092	\$18,092	\$18,092	\$18,092	\$18,092
Agency Administration and Operations	5.0%	\$5,810	\$5,810	\$9,046	\$9,046	\$9,046	\$9,046	\$9,046
Total Uses		\$116,203	\$116,203	\$180,924	\$180,924	\$180,924	\$180,924	\$180,924

REMAINING TAX REVENUES FOR TAXING ENTITIES	2021	2022	2023	2024	2025	2026	2027
Tooele County	\$20,728	\$33,309	\$37,847	\$37,847	\$37,847	\$37,847	\$37,847
Tooele County School District	\$186,659	\$256,214	\$321,436	\$321,436	\$321,436	\$321,436	\$321,436
Tooele City	\$24,346	\$39,123	\$44,453	\$44,453	\$44,453	\$44,453	\$44,453
Total	\$231,733	\$328,647	\$403,736	\$403,736	\$403,736	\$403,736	\$403,736

2028	2029	2030	2031	2032	2033	2034	2035		
2027	2028	2029	2030	2031	2032	2033	2034	TOTALS	NPV
Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15		
\$19,750,000	\$19,750,000	\$19,750,000	\$19,750,000	\$19,750,000	\$19,750,000	\$19,750,000	\$19,750,000		
\$15,250,000	\$15,250,000	\$15,250,000	\$15,250,000	\$15,250,000	\$15,250,000	\$15,250,000	\$15,250,000		
\$11,000,000	\$11,000,000	\$11,000,000	\$11,000,000	\$11,000,000	\$11,000,000	\$11,000,000	\$11,000,000		
\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000		
\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000	\$46,000,000		
75,900	75,900	75,900	75,900	75,900	75,900	75,900	75,900	1,089,619	797,556
419,612	419,612	419,612	419,612	419,612	419,612	419,612	419,612	6,023,941	4,409,274
89,148	89,148	89,148	89,148	89,148	89,148	89,148	89,148	1,279,807	936,765
\$584,660	\$584,660	\$584,660	\$584,660	\$584,660	\$584,660	\$584,660	\$584,660	\$8,393,366	\$6,143,595
2028	2029	2030	2031	2032	2033	2034	2035		
2027	2028	2029	2030	2031	2032	2033	2034	TOTALS	NPV
75%	75%	75%	75%	75%	75%	75%	75%		
35%	35%	35%	25%	25%	25%	25%	25%		
75%	75%	75%	75%	75%	75%	75%	75%		
\$38,053	\$38,053	\$38,053	\$38,053	\$38,053	\$38,053	\$38,053	\$38,053	\$543,572	\$397,415
\$98,176	\$98,176	\$98,176	\$70,125	\$70,125	\$70,125	\$70,125	\$57,983	\$1,250,000	\$934,212
\$44,695	\$44,695	\$44,695	\$44,695	\$44,695	\$44,695	\$44,695	\$44,695	\$638,450	\$466,782
\$180,924	\$180,924	\$180,924	\$152,874	\$152,874	\$152,874	\$152,874	\$140,731	\$2,432,022	\$1,798,408
2028	2029	2030	2031	2032	2033	2034	2035	TOTALS	NPV
\$153,785	\$153,785	\$153,785	\$129,943	\$129,943	\$129,943	\$129,943	\$119,622	\$2,067,220	\$1,469,854

\$18,092	\$18,092	\$18,092	\$15,287	\$15,287	\$15,287	\$15,287	\$14,073	\$243,202	\$172,924
\$9,046	\$9,046	\$9,046	\$7,644	\$7,644	\$7,644	\$7,644	\$7,037	\$121,601	\$86,462
\$180,924	\$180,924	\$180,924	\$152,874	\$152,874	\$152,874	\$152,874	\$140,731	\$2,432,022	\$1,798,408

2028	2029	2030	2031	2032	2033	2034	2035	TOTALS	NPV
\$37,847	\$37,847	\$37,847	\$37,847	\$37,847	\$37,847	\$37,847	\$37,847	\$546,047	\$400,141
\$321,436	\$321,436	\$321,436	\$349,487	\$349,487	\$349,487	\$349,487	\$361,629	\$4,773,940	\$3,475,063
\$44,453	\$44,453	\$44,453	\$44,453	\$44,453	\$44,453	\$44,453	\$44,453	\$641,357	\$469,983
\$403,736	\$403,736	\$403,736	\$431,786	\$431,786	\$431,786	\$431,786	\$443,929	\$5,961,344	\$4,345,187