

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council & Tooele City Redevelopment Agency of Tooele City will meet in a Work Session, on Wednesday, April 3, 2019 at the hour of 5:00 p.m. The Meeting will be Held at the Tooele City Hall Large Conference Room, located at 90 North Main Street, Tooele, Utah.

1. **Open City Council Meeting**

2. **Roll Call**

3. **Discussion:**

- **Resolution 2019-31** A Resolution of the Tooele City Council Approving an Agreement with Tooele County for Dispatch Services For Fiscal Year 2019-2020  
Presented by Chief Ron Kirby
- **Resolution 2019-08** A Resolution of the Tooele City Council Approving an Interlocal Agreement for Tax Increment Participation with the Redevelopment Agency of Tooele City, Utah, ("RDA") for the Broadway Community Development Project Area, and Authorizing the Mayor to Sign the Same  
Presented by Mayor Debbie Winn
- **RDA Resolution 2019-02** A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving an Interlocal Agreement for Tax Increment Participation with Tooele City Corporation, for the Broadway Community Development Project Area, and Authorizing the Chair to Sign the Same  
Presented by Mayor Debbie Winn
- **RDA Resolution 2019-09** A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving an Interlocal Agreement for Tax Increment Participation with Tooele County for the Broadway Community Reinvestment Project Area, and Authorizing the Executive Director to Sign the Same  
Presented by Mayor Debbie Winn
- **RDA Resolution 2019-10** A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving an Interlocal Agreement for Tax Increment Participation with Tooele County School District, for the Broadway Community Reinvestment Project Area, and Authorizing the Executive Director to Sign the Same  
Presented by Mayor Debbie Winn
- **RDA Resolution 2019-06** A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving a Real Estate Contract of Purchase and Sale with the State of Utah to Reacquire a Five-Acre Parcel From the Tooele Technical College  
Presented by Mayor Debbie Winn
- **RDA Resolution 2019-08** A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving an Interlocal Agreement for Tax Increment Participation with Tooele County for the 1000 North Retail Community Reinvestment Project Area, and Authorizing the Executive Director to Sign the Same  
Presented by Mayor Debbie Winn
- **RDA Resolution 2019-07** A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving a Listing Agreement with New West Realty Group for the Sale of up to 358 Acres of RDA-Owned Property in Bauer  
Presented by Roger Baker
- **Resolution 2019-30** A Resolution of the Tooele City Council Accepting Fencing on 2000 North Street and 400 West Street as a Public Improvement Owned by Tooele City and Maintained by the North Tooele City Special Service District  
Presented by Roger Baker

- **T-Mobile Cell Phone Tower at Elton Park**  
Presented by Roger Baker
  
- **Signs Ordinance**  
Presented by Andrew Aagard
  
- **Resolution 2019-27** A Resolution of the Tooele City Council Authorizing an Agreement with Tooele County for Municipal Elections  
Presented by Michelle Pitt
  
- **Ordinance 2019-06** An Ordinance of Tooele City Amending Tooele City Code Section 1-5-9 Regarding Reconsideration of City Council Votes  
Presented by Council Member Scott Wardle
  
- **Ordinance 2019-07** An Ordinance of Tooele City Amending Tooele City Code Chapter 1-6 Regarding Mayoral Powers & Duties  
Presented by Council Member Scott Wardle
  
- **Resolution 2019-29** A Resolution of the Tooele City Council Appointing Kari Scribner to the Administrative Control Board of the North Tooele City Special Service District  
Presented by Council Member Melodi Gochis
  
- **Resolution 2019-33** A Resolution of the Tooele City Council Approving a Contract with \_\_\_\_\_ for the Installation of a New Irrigation System at Elton Park  
Presented by Darwin Cook
  
- **Resolution 2019-32** A Resolution of the Tooele City Council Approving a Contract with Christensen and Griffith Construction Company (C&G) for the Construction of a Pavilion at the Quirrh Hills Golf Course  
Presented by Darwin Cook
  
- **Subdivision Final Plat for the Tooele City Police Station Subdivision**, Application by Tooele City, Located at 70 North Garden Street in the GC General Commercial Zoning District for the Purposes of Consolidating Five Parcels into One Lot  
Presented by Jim Bolser
  
- **Subdivision Final Plat for the Providence at Overlake Phase 3 Subdivision**, Application by Howard Schmidt Located at 1400 North 400 West in the R1-7 Residential Zoning District for the Purposes of Creating 48 Single-Family Residential Lots  
Presented by Jim Bolser

**4. Close Meeting**

- Litigation and Property Acquisition

**5. Adjourn**

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Michelle Y. Pitt  
Tooele City Recorder

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

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-31**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH TOOELE COUNTY FOR DISPATCH SERVICES FOR FISCAL YEAR 2019-2020.**

WHEREAS, the Tooele County Sheriff provides dispatch services for the Tooele City Police Department; and,

WHEREAS, Tooele County and Tooele City desire to enter into a contract for Tooele City fiscal year 2019-2020 defining their respective obligations in relation to dispatch services; and,

WHEREAS, the proposed Dispatch Service Agreement is attached as Exhibit A; and,

WHEREAS, local dispatch services are critical to the safety of Tooele City peace officers and the efficiency of local law enforcement operations; and,

WHEREAS, the City Administration recommends that the Dispatch Service Agreement for Tooele City FY19-20 is in the best interest of Tooele City and serves the general public safety and welfare as well as the safety and welfare of Tooele City peace officers:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the FY19-20 Dispatch Service Agreement attached hereto as Exhibit A is hereby approved, and that the Mayor is hereby authorized to sign the same.

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 \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

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

S E A L

Approved as to form:

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

## Exhibit A

### Dispatch Service Agreement

# Dispatch Service Agreement

## Tooele County – Tooele City

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of July, 2019, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as “County”), and Tooele City, (hereinafter referred to as “City”).

2. PURPOSE: This agreement is for the purpose of Tooele County providing radio dispatch services to Tooele City.

IN CONSIDERATION of the following mutual promises, terms and conditions, the parties agree as follows:

3. DISPATCH SERVICES: The County agrees to provide to the City the following radio dispatch services during the term of this agreement at an adequate level and in a timely fashion:

- a. Receive and prioritize 911 emergency and non-emergency telephone answering and radio dispatch service for the City 24 hours a day 7 days a week. Handle outbound telephone calls for officers when appropriate.
- b. Run Utah Criminal Justice Information System database checks.
- c. Ensure officer safety by adequate security checks of on-duty officers.
- d. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
- e. Conduct monthly area wide communication meetings.
- f. Provide clearing house for NCIC entries including modifications and clears.
- g. Oversee county-wide wrecker rotation.

4. CONSIDERATION: In consideration of the County providing the dispatch services specified herein from July 1, 2019 through June 30, 2020, the City agrees to pay the County the sum of \$316,327.00. Said fees shall be paid to Tooele County on a quarterly basis and shall be paid without the necessity of being billed by the County. Said payments shall be made within fifteen (15) days following the end of each quarter. The basis and method of computation of said amount is attached hereto as Exhibit “A” which by reference is made a part hereof. The County may at the end of each calendar year, adjust the fee it charges the City for dispatch services under this agreement.

5. BUDGET NOTICE: The County agrees to notify the City by January 31<sup>st</sup> of the previous year data, as requested. The county agrees to provide the agreement and fee allocation to the City no later than March 30<sup>th</sup> of each year.

6. CONTRACT TERM: This agreement shall take effect on July 1, 2019 and shall terminate on June 30, 2020, unless terminated sooner according to the terms and conditions of this agreement.

7. INADEQUATE SERVICE: If the City determines that it has received inadequate dispatch services under this agreement, the Police Chief shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the City within fifteen (15) days, the original report, together with a supplemental report indicating the current status of the problem shall be forwarded to the Tooele County Commission for review.

8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or conditions thereof and provided the non-breaching party gives written notice to the breaching party to remedy said default if the said default is not cured within thirty (30) days after receipt of said notice. This agreement may also be terminated by either party for any reason upon ninety (90) days written notice. Failure to sign and return this agreement by August 31, 2019 shall be considered notice of termination and services will be discontinued.

9. LIABILITY: It is mutually agreed that each party shall be responsible for, and shall indemnify the other party for, the negligent acts of their own representatives and employees.

10. WAIVER OF JURY TRIAL: The parties waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

**DATED** this 1<sup>st</sup> day of July, 2019

**TOOOELE CITY**

\_\_\_\_\_  
Debra E. Winn, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Pitt, City Recorder

**APPROVED AS TO FORM:**

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

**TOOOELE COUNTY**

\_\_\_\_\_  
Tom Tripp, Chairman  
Tooele County Commission

**ATTEST:**

\_\_\_\_\_  
Marilyn Gillette  
Tooele County Clerk/Auditor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott Broadhead  
Tooele County Attorney

**EXHIBIT A**  
**TOOELE COUNTY DISPATCH FEE ALLOCATION**  
**2019-2020 FEE ASSESSMENTS**

Agency	Population Estimates (2017)	BASE FEE	2016 Incident Numbers and Traffic Stops Totals	2017 Incident Numbers and Traffic Stops Totals	2018 Incident Numbers and Traffic Stops Totals	3 YEAR AVERAGE	2019 USAGE FEE	2019 TOTAL
Grantsville PD	11,000	\$14,865	7,057	7,812	6,938	7,269	\$106,216	\$121,081
Stockton PD	674	\$911	687	1,008	843	846	\$12,362	\$13,273
Tooele PD	34,628	\$46,796	19,949	17,931	17,457	18,446	\$269,531	\$316,327
Tooele County S.O.	19,643	\$26,545	13,159	14,142	12,953	13,418	\$196,066	\$222,611
Fire Warden			109	139	177	142	\$2,070	\$2,070
lbapah FD			3	6	6	5	\$73	\$73
Opbir FD	57	\$77	2	1	1	1	\$19	\$97
Terra FD			41	67	45	51	\$745	\$745
Wendover PD	1,454	\$1,965	2,461	2,164	2,290	2,305	\$33,681	\$35,646
Utah Highway Patrol			6,931	7,810	8,847	7,863	\$114,891	\$114,891
AP&P						0	\$0	\$0
BIA (lbapah)						0	\$0	\$0
BIA (Skull Valley)						0	\$0	\$0
BLM						0	\$0	\$0
North Tooele FD			898	964	1,010	957	\$13,989	\$13,989
Mountain West Ambulance			4,478	4,636	4,534	4,549	\$66,476	\$66,476
Wendover Ambulance			310	305	270	295	\$4,311	\$4,311
	67,456	91,159	56,085	56,985	55,371	56,147	\$820,429	\$911,588
								\$14,61216

2019 BUDGET  
 1,438,898  
 Less: E911 Funds 500,000  
 Less: Contracts 27,310  
 Net Budget Amount 911,588  
 Less: Base Amount allocated amount 820,429  
 3 YEAR AVE 56,147  
 14,61216

Estimated Contracts-\$5,462 Per FTE  
 AP&P 10924 2  
 BIA (lbapah) 5462 1  
 BIA (Skull Valley) 5462 1  
 BLM 27310 1



**TOOELE CITY CORPORATION**

**RESOLUTION 2019-08**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT FOR TAX INCREMENT PARTICIPATION WITH THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, ("RDA") FOR THE BROADWAY COMMUNITY DEVELOPMENT PROJECT AREA, AND AUTHORIZING THE MAYOR 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 Broadway Community Development Project Area (the "Project Area"), through the adoption of the Broadway Community Development 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 affordable 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 RDA, 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 City 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 Broadway Community Development 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 TOOELE CITY COUNCIL that the Interlocal Agreement attached as Exhibit A is hereby approved and that the Mayor is hereby authorized to execute the same.

This Resolution shall take effect immediately upon approval.

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

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

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

S E A L

Approved as to Form:

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

# Exhibit A

## Interlocal Agreement: City-RDA

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into effective as of \_\_\_\_\_, 2019, by and between **REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH** a political subdivision of the State of Utah (the “Agency”), and **TOOELE CITY CORPORATION**, a Utah municipal corporation and charter city (the “City”) 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 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 Broadway Community Development Project Area (the “Project Area”), through the adoption of the Broadway Community Development Project Area Plan (the “Project Area Plan”), located within the City, 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 parcels of property that are vacant and underutilized, which are anticipated to be developed, with encouragement and planning by the Agency, into a 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 City, 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 City 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 report is included in the Project Area Plan attached as Exhibit “B”.
- I. The Agency has prepared the Broadway Community Development 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) (2018). 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 City has determined to allow the Agency to receive and retain specified portions of the City’s portion of Tax Increment (the “**City’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 City 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 City’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 City’s Tax Increment Share shall be determined by the Agency. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Ten. The Agency may trigger the collection of the City’s Tax Increment Share by timely delivering a letter or other written request to the Tooele City Finance Department Director.

5. **Payment to Agency.** Subject to Section 7 below, the City agrees that Tooele County shall remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Ten, 100% of the City’s Tax Increment Share. Tooele County is authorized and instructed to pay 100% of the City’s Tax Increment Share directly to the Agency annually for each of Years One through Ten inclusive. Subject to Section 7 below, the Agency may use the City’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 City.** For Years One- Year 5, the Agency shall retain 100% of the City’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.) for Years 6- Year 10, The Agency shall pay the City an amount equal to 50% of the City’s Tax Increment share.

7. **Maximum Retained Increment.** Despite anything in this Agreement to the contrary, the Agency will not retain, on a cumulative basis, more than \$125,000 of the City'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 \$125,000 that the Agency would otherwise be authorized to retain, then the Agency must promptly (i) pay to the City the amount in excess of the permitted \$125,000 cap, and (ii) notify Tooele City that the Agency's right to receive any further payment of the City's Tax Increment Share under this Agreement has terminated. The City makes no guarantee or assurance that \$125,000 of the City's Tax Increment Share will be available for the Agency to retain; the \$125,000 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 Tooele 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 County from the Project Area. Unless the City 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 City'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 City 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 City's Tax Increment Share on an annual basis from and including Year One through and including Year Twenty.

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 City:

Tooele City  
Attn: Mayor  
90 N Main Street  
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 City, 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 City 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 City 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 Twenty, or (ii) the Agency has retained, as provided in Sections 6 and 7 above, the amount of \$3,800,000.00 from the City'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.

City: TOOELE CITY CORPORATION

Attest:

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

\_\_\_\_\_  
City Recorder

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

\_\_\_\_\_  
Attorney for City

Agency: REDEVELOPMENT AGENCY OF TOOELE CITY,  
UTAH

Attest:

By: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
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

## REDEVELOPMENT RDA OF TOOELE CITY, UTAH

### RESOLUTION 2019-02

#### **A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (“RDA”) APPROVING AN INTERLOCAL AGREEMENT FOR TAX INCREMENT PARTICIPATION WITH TOOELE CITY CORPORATION, FOR THE BROADWAY COMMUNITY DEVELOPMENT 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 Broadway Community Development Project Area (the “Project Area”), through the adoption of the Broadway Community Development 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 affordable 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 RDA proposes to enter into an Interlocal Agreement with the Tooele City Corporation, 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, Tooele City 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 Broadway Community Development 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 \_\_\_\_\_, 2019.

TOOELE CITY RDA

(For)

(Against)

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

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, RDA Attorney



## Exhibit A

### Interlocal Agreement: City-RDA

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into effective as of \_\_\_\_\_, 2019, by and between **REDEVELOPMENT AGENCY OF TOOEELE CITY, UTAH** a political subdivision of the State of Utah (the "Agency"), and **TOOEELE CITY CORPORATION**, a Utah municipal corporation and charter city (the "City") 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 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 Broadway Community Development Project Area (the "Project Area"), through the adoption of the Broadway Community Development Project Area Plan (the "Project Area Plan"), located within the City, 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 parcels of property that are vacant and underutilized, which are anticipated to be developed, with encouragement and planning by the Agency, into a 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 City, 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 City 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 report is included in the Project Area Plan attached as Exhibit "B".
- I. The Agency has prepared the Broadway Community Development 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) (2018). 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 City has determined to allow the Agency to receive and retain specified portions of the City’s portion of Tax Increment (the “**City’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 City 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 City’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 City’s Tax Increment Share shall be determined by the Agency. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Ten. The Agency may trigger the collection of the City’s Tax Increment Share by timely delivering a letter or other written request to the Tooele City Finance Department Director.

5. **Payment to Agency.** Subject to Section 7 *below*, the City agrees that Tooele County shall remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Ten, 100% of the City’s Tax Increment Share. Tooele County is authorized and instructed to pay 100% of the City’s Tax Increment Share directly to the Agency annually for each of Years One through Ten inclusive. Subject to Section 7 *below*, the Agency may use the City’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 City.** For Years One- Year 5, the Agency shall retain 100% of the City’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.) for Years 6- Year 10, The Agency shall pay the City an amount equal to 50% of the City’s Tax Increment share.

7. **Maximum Retained Increment.** Despite anything in this Agreement to the contrary, the Agency will not retain, on a cumulative basis, more than \$125,000 of the City'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 \$125,000 that the Agency would otherwise be authorized to retain, then the Agency must promptly (i) pay to the City the amount in excess of the permitted \$125,000 cap, and (ii) notify Tooele City that the Agency's right to receive any further payment of the City's Tax Increment Share under this Agreement has terminated. The City makes no guarantee or assurance that \$125,000 of the City's Tax Increment Share will be available for the Agency to retain; the \$125,000 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 Tooele 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 County from the Project Area. Unless the City 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 City'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 City 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 City's Tax Increment Share on an annual basis from and including Year One through and including Year Twenty.

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 City:**

Tooele City  
Attn: Mayor  
90 N Main Street  
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 City, 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 City 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 City 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 Twenty, or (ii) the Agency has retained, as provided in Sections 6 and 7 *above*, the amount of \$3,800,000.00 from the City'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.

City: TOOELE CITY CORPORATION

Attest:

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

\_\_\_\_\_  
City Recorder

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

\_\_\_\_\_  
Attorney for City

Agency: REDEVELOPMENT AGENCY OF TOOELE CITY,  
UTAH

Attest:

By: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
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

## REDEVELOPMENT RDA OF TOOELE CITY, UTAH

### RESOLUTION 2019-09

#### **A RESOLUTION OF THE REDEVELOPMENT RDA OF TOOELE CITY, UTAH (“RDA”) APPROVING AN INTERLOCAL AGREEMENT FOR TAX INCREMENT PARTICIPATION WITH TOOELE COUNTY FOR THE BROADWAY COMMUNITY REINVESTMENT PROJECT AREA, AND AUTHORIZING THE EXECUTIVE DIRECTOR 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 Broadway Community Development Project Area (the “Project Area”), through the adoption of the Broadway Community Development 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, including the dilapidated Broadway Hotel, which are anticipated to be developed, with encouragement and planning by the RDA and the City, into a mixed use commercial and affordable 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 RDA proposes to enter into an Interlocal Agreement with Tooele County, 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 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, Tooele County, 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 Broadway 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 Executive Director 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 \_\_\_\_\_, 2019.

TOOELE CITY RDA

(For)

(Against)

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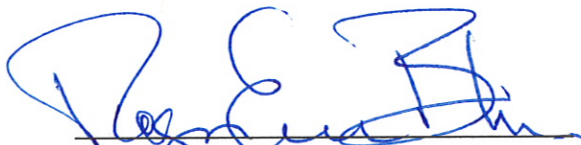
ABSTAINING: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form:

  
Roger Evans Baker, RDA Attorney

# Exhibit A

## Interlocal Agreement

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into effective as of \_\_\_\_\_, 2019, by and between **REDEVELOPMENT AGENCY OF TOOELE CITY**, a political subdivision of the State of Utah (the “**Agency**”), and **TOOELE COUNTY**, a Utah municipal corporation (the “**County**”) 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.

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. The Agency has created the Broadway Community Development Project Area (the “**Project Area**”), through the adoption of the Broadway Community Development Project Area Plan (the “**Project Area Plan**”), located within the City, the boundaries of which Project Area are described in Exhibit “A” attached hereto and incorporated herein by this reference; and

D. The Project Area contains parcels of property that are vacant and underutilized, which are anticipated to be developed, with encouragement and planning by the Agency, into a 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, building renovation, 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 County, 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 specified portions of the Tax Increment which will be generated from within the Project Area.

G. The County 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. The Agency has prepared a Project Area Plan, which is attached as Exhibit “B”.

I. The Agency has prepared the Broadway Community Development 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) (2018). 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 County has determined to allow the Agency to receive and retain specified portions of the County’s portion of Tax Increment (the “**County’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 City 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 County’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 County’s Tax Increment Share shall be determined by the Agency. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Ten. The Agency may trigger the collection of the County’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 County agrees that Tooele County shall remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Ten, **100%** of the County’s Tax Increment Share. Tooele County is authorized and instructed to pay **100%** of the County’s Tax Increment Share directly to the Agency annually for each of Years One through Ten inclusive. Subject to Section 7 *below*, the Agency may use the County’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 City.** Before expending any of the County’s Tax Increment Share received annually, the Agency must first pay to the County an amount equal to **25%** of the County’s Tax Increment Share for years one thru ten.



7. **Maximum Retained Increment.** Despite anything in this Agreement to the contrary, the Agency will not retain, on a cumulative basis, more than **\$39,000** of the County'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 **\$39,000** that the Agency would otherwise be authorized to retain, then the Agency must promptly (i) pay to the County the amount in excess of the permitted **\$39,000** cap, and (ii) notify Tooele County that the Agency's right to receive any further payment of the County's Tax Increment Share under this Agreement has terminated. The County makes no guarantee or assurance that **\$39,000** of the County's Tax Increment Share will be available for the Agency to retain; the **\$39,000** 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 Tooele 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 collected by the County on behalf of the County from the Project Area. Unless the County 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 County'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 County 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 County's Tax Increment Share on an annual basis from and including Year One through and including Year Ten.

10. **Authority to Bind.** Everyone 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 County:  
Tooele County Commission  
Attn: Chairman  
47 South Main Street  
Tooele UT 84074

If to Agency:  
Tooele City RDA  
Attn: Executive Director  
90 N Main Street

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 City, 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 County 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

County 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 Ten, or (ii) the Agency has retained, as provided in Sections 6 and 7 above, the amount of \$39,000 from the County'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, 2032.

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 Executive 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.

City: TOOELE COUNTY

Attest:

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

\_\_\_\_\_  
County Recorder

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

\_\_\_\_\_  
Attorney for County

Agency: REDEVELOPMENT AGENCY OF TOOELE CITY

Attest:

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



## REDEVELOPMENT RDA OF TOOELE CITY, UTAH

### RESOLUTION 2019-10

**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 BROADWAY COMMUNITY REINVESTMENT PROJECT AREA, AND AUTHORIZING THE EXECUTIVE DIRECTOR 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 Broadway Community Development Project Area (the “Project Area”), through the adoption of the Broadway Community Development 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, including the dilapidated Broadway Hotel, which are anticipated to be developed, with encouragement and planning by the RDA and the City, into a mixed use commercial and affordable 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 RDA 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 Broadway 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 \_\_\_\_\_, 2019.

TOOELE CITY RDA

(For)

(Against)

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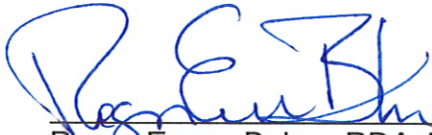
ABSTAINING: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form:

  
\_\_\_\_\_  
Roger Evans Baker, RDA Attorney

## Exhibit A

### Interlocal Agreement

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered effective as of \_\_\_\_\_, 2019, by and between **REDEVELOPMENT AGENCY OF TOOELE CITY**, a political subdivision of the State of Utah (the “**Agency**”), and **TOOELE COUNTY SCHOOL DISTRICT**, a Utah municipal corporation (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.

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. The Agency has created the Broadway Community Development Project Area (the “**Project Area**”), through the adoption of the Broadway Community Development Project Area Plan (the “**Project Area Plan**”), located within the City, the boundaries of which Project Area are described in Exhibit “A” attached hereto and incorporated herein by this reference; and

D. The Project Area contains parcels of property that are vacant and underutilized, which are anticipated to be developed, with encouragement and planning by the Agency, into a 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, building renovation 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 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 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. The Agency has prepared a Project Area Plan, which is attached as Exhibit “B”.

I. The Agency has prepared the Broadway Community Development 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) (2018). 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 City 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. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as **Year Two through Year Ten**. 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 Ten, **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 Ten 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 **25%** of the District’s Tax Increment Share for years one thru ten.

7. **Maximum Retained Increment.** Despite anything in this Agreement to the contrary, the Agency will not retain, on a cumulative basis, more than **\$242,000** 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 **\$242,000** 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 **\$242,000** 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 **\$242,000** of the District's Tax Increment Share will be available for the Agency to retain; the **\$242,000** 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 Tooele 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 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 Ten.

10. **Authority to Bind.** Everyone 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  
Attn: Superintendent  
92 Lodestone Way  
Tooele UT 84074

If to Agency:  
Tooele City RDA  
Attn: Executive Director  
90 N Main Street

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 City, 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 County 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 **Ten**, or (ii) the Agency has retained, as provided in Sections 6 and 7 *above*, the amount of **\$242,000** 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, 2032.

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 Executive 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.

City: TOOELE COUNTY SCHOOL DISTRICT

Attest:

By: \_\_\_\_\_  
Board President

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Attorney for School District

Agency: REDEVELOPMENT AGENCY OF TOOELE CITY

Attest:

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

**REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH**

**RESOLUTION 2019-06**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (“RDA”) APPROVING A REAL ESTATE CONTRACT OF PURCHASE AND SALE WITH THE STATE OF UTAH TO REACQUIRE A FIVE-ACRE PARCEL FROM THE TOOELE TECHNICAL COLLEGE.**

WHEREAS, on October 4, 2017, the Redevelopment Agency of Tooele City, Utah, (RDA) approved RDA Resolution 2017-07 authorizing the sale by the RDA of a five-acre parcel to the State of Utah, for a business resource center as part of its technical college program, in association with the Tooele Technical College (TTC, formerly the Tooele Applied Technology College) (see Resolution 2017-07, without exhibits, attached as Exhibit A); and,

WHEREAS, TTC leadership has moved away from the need for a business resource center, no longer needs the property purchased under Resolution 2017-07, and desires for the RDA to reacquire the property for the original sale price of \$360,000, with which funds the TTC plans to acquire different property for the contiguous expansion of the TTC campus; and,

WHEREAS, Tooele City and the RDA support the TTC in its campus and program expansion initiatives, finding it to be in the best interest of the community to further develop educational and vocational programs available to Tooele City and community residents; and,

WHEREAS, the Real Estate Contract of Purchase and Sale by which the reacquisition will take place is attached hereto as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the Real Estate Contract of Purchase and Sale, attached as Exhibit B, is hereby approved, and the RDA Executive Director is hereby authorized to execute the same.

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

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment Agency of Tooele City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY RDA

(For)

(Against)

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

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, RDA Attorney



# EXHIBIT A

RDA Resolution 2017-07  
(2 pages)

## Exhibit B

### Real Estate Contract of Purchase and Sale

**REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH**

**RESOLUTION 2017-07**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH ("RDA") APPROVING A REAL ESTATE CONTRACT OF PURCHASE AND SALE WITH THE STATE OF UTAH FOR A BUSINESS RESOURCE CENTER.**

WHEREAS, the State of Utah, as part of its technical college program, in association with the Tooele Technical College (formerly the Tooele Applied Technology College), desires to purchase 5.0 acres from the RDA for the construction of a Business Resource Center in the Education Center at the Tooele City Commercial Park; and,

WHEREAS, Tooele City desires that the property be sold by the RDA to the State of Utah to further the City's and the State's education and economic development objectives; and,

WHEREAS, the agreed-to purchase price for the 5-acre parcel is \$360,000, which is consistent with a recent appraisal of the Commercial Park property; and,

WHEREAS, the Real Estate Contract of Purchase and Sale under which the sale will take place is attached hereto as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the Real Estate Contract of Purchase and Sale, attached as Exhibit A, is hereby approved, and the RDA Chairman is hereby authorized to execute the same.

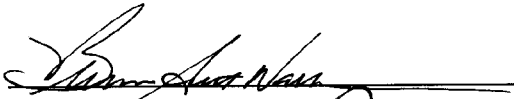

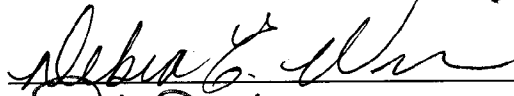

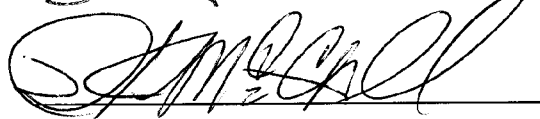
This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment Agency of Tooele City, Utah, this 4<sup>th</sup> day of October, 2017.

TOOELE CITY RDA

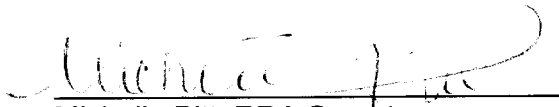
(For)

(Against)

	_____
	_____
	_____
	_____
	_____

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


ATTEST:

  
Michelle Pitt, RDA Secretary

SEAL



Approved as to Form:

  
Roger Evans Baker, RDA Attorney

STATE OF UTAH  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

**REAL ESTATE CONTRACT OF PURCHASE AND SALE**

SELLER:

TOOELE TECHNICAL COLLEGE  
88 South Tooele Blvd  
Tooele, Utah 84074

and

BUYER:

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH  
90 North Main Street  
Tooele, Utah 84074

PROPERTY LOCATED AT:

Approximately 250 South Tooele Blvd., Tooele, Utah 84074  
APN: 02-009-0-0093

PURCHASE PRICE: \$360,000.00

Total Acres: 5.0 acres

# REAL ESTATE CONTRACT OF PURCHASE AND SALE

CONTRACT NO. \_\_\_\_\_

**THIS CONTRACT**, made this \_\_\_\_ day of \_\_\_\_\_, 2019 (hereinafter referred to as the “Effective Date”), by and between the Redevelopment Agency of Tooele City, Utah whose address is 90 North Main Street, Tooele, Utah, hereinafter described as the BUYER and the Tooele Technical College whose address is 88 South Tooele Blvd., Tooele, Utah, hereinafter described as the SELLER.

## WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

### **SECTION 1. PROPERTY:**

1.1 For good and valuable consideration acknowledged by the parties, SELLER agrees to sell and convey, by Special Warranty Deed in fee simple with the improvements thereon, both Real Property and Personal Property, and the BUYER agrees to purchase, with the improvements thereon, both Real Property and Personal Property, located at 250 South Tooele Boulevard, Tooele City, County of Tooele, State of Utah, and more particularly described in Exhibit “A” attached hereto and by this reference incorporated herein along with the property interest and rights described in Subsection 1.2 below.

The Property contains APPROXIMATELY 5.0 ACRES.

1.2 This sale includes all right, title, and interest, if any, of the SELLER in and to the Property described in Subsection 1.1 above, including any easements or encumbrances existing thereon. SELLER will execute and deliver to BUYER, on closing of title, all proper instruments for conveyance of such fee title by Special Warranty Deed. For purposes of this Contract, the property, interests and rights described in Subsection 1.1 above and the property, interest and rights described in this Subsection 1.2 shall be referred to in this Contract as the “Property.”

### **SECTION 2. PRICE AND PAYMENT:**

2.1 The BUYER covenants, promises and agrees to pay and satisfy to SELLER, as for the purchase price of the Property, the sum of Three Hundred Sixty Thousand Dollars (\$360,000.00) “Purchase Price”.

**SECTION 3. CLOSING:**

3.1 It is understood and agreed that the closing of this transaction will be on or about April 18<sup>th</sup>, 2019 (“Closing”) and shall be completed by SELLER providing a signed Special Warranty Deed to BUYER in exchange for BUYER providing to SELLER a certified check, cashier’s check or other acceptable funds approved in advance by SELLER, for the Purchase Price of the Property

**SECTION 4. TITLE APPROVAL:**

4.1 SELLER represents that SELLER has fee simple title to the Property and will convey good and marketable title to BUYER at Closing.

**SECTION 5. REPRESENTATIONS:**

5.1 SELLER has the full right, power and authority to enter into this Contract and to cause the same to create a legal and binding obligation of SELLER in accordance with the terms of the Contract and to convey fee simple title to the Property to BUYER.

5.2 Upon Closing, there will be no oral or written lease, agreement or contract, any of which at any tier, in any way affecting or related to the Property.

**SECTION 6. UTILITIES:**

6.1 The Property is vacant and unimproved; accordingly, there are no utilities on or currently serving the Property.

**SECTION 7. BUYER'S ACCESS TO THE PROPERTY AND INSPECTION:**

7.1 BUYER and its agents shall have complete access to the Property to inspect it and to ascertain site conditions upon execution of this Contract by SELLER. BUYER and its agents shall also have the right to enter onto the Property for the purpose of performing boring tests, engineering or topographic tests, an environmental assessment and/or other studies upon or of the Property. SELLER does hereby grant, upon execution of this Contract by SELLER, to BUYER a license to enter upon the Property for inspection and all other purposes associated with such testing and assessment, including invasive testing. BUYER shall take reasonable steps to minimize any damage which may be caused by such inspections. BUYER must, at its own expense, promptly repair any damage caused by its investigation of the Property.

**SECTION 8. GOVERNANCE:**

This Contract shall be governed by the laws, rules, and regulations of the State of Utah.

**SECTION 9. ATTORNEY'S FEES:**

In the event of any action, proceeding or litigation in a Court of competent jurisdiction, each party shall be responsible for its own costs and attorney’s fees.

**SECTION 10. MANNER OF GIVING NOTICE:**

Any notice to be given by either party to the other pursuant to the provisions of this Contract or of any law, present or future, shall be in writing and delivered personally to the Party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the Party for whom it is intended at the address stated below or such other address as it may have designated in writing. Such notices shall be given to the SELLER and BUYER, respectively, at the following addresses:

**BUYER:**

Redevelopment Agency of Tooele City, Utah  
90 North Main Street  
Tooele, Utah 84074

With a copy to:

Tooele City Attorney  
90 North Main  
Tooele, Utah 84074

**SELLER:**

Tooele Technical College  
88 South Tooele Blvd  
Tooele, Utah 84074

With a copy to:

State of Utah – DFCM  
Attn: Real Estate Manger  
450 North State Office Bldg #4110  
Salt Lake City, UT 84114

**SECTION 11. BROKERAGE--SALES COMMISSION:**

No brokerage or sales commission shall be paid by either SELLER or BUYER.

**SECTION 12. ENTIRE AGREEMENT:**

This Contract constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.



**SECTION 13. MARGINAL CAPTIONS:**

The various headings and numbers herein and the grouping of the provisions of this Contract into separate sections and paragraphs are for the purpose of convenience only and shall not be considered a part hereof. Section captions shall not in any way limit, modify, or alter the provisions in the section.

**SECTION 14. TIME**

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

**WITNESS WHEREOF**, BUYER and SELLER have duly executed this Contract on the date first above written.

BUYER

Redevelopment Agency of Tooele City, Utah

\_\_\_\_\_  
Executive Director                      Date

Attest:

\_\_\_\_\_  
Secretary

Approved as to Form:

\_\_\_\_\_  
Tooele City Attorney

SELLER

Tooele Technical College

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Paul Hacking                      Date  
President

State of Utah, Division of Facilities  
Management and Construction

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Lee Fairbourn                      Date  
Real Estate Manager

Exhibit "A"

Parcel 1

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LYING NORTHWESTERLY OF TOOEELE BOULEVARD AND WESTERLY OF TOOEELE CITY COMMERCIAL PARK PHASE 6 AND SOUTHWESTERLY OF TOOEELE CITY COMMERCIAL PARK PHASE I AND SOUTHEASTERLY OF TOOEELE CITY COMMERCIAL PARK PHASE III.

LESS AND EXCEPTING THEREFROM THAT PARCEL CONVEYED TO THE REDEVELOPMENT AGENCY OF TOOEELE CITY BY THAT CERTAIN QUITCLAIM DEED RECORDED APRIL 28, 1998 AS ENTRY NO. 110686 IN BOOK 503 AT PAGE 462 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7 OF THE TOOEELE CITY COMMERCIAL PARK PHASE 1 AND RUNNING THENCE NORTH  $53^{\circ}10'42''$  EAST ALONG THE NORTH LINE OF SAID LOT 7, 329.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 7 AND AT A POINT ON A CURVE TO THE LEFT THE RADIUS POINT OF WHICH IS NORTH  $61^{\circ}00'11''$  EAST 530.00 FEET AND SAID POINT ALSO BEING ON THE WEST LINE OF MILLBURN DRIVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND WEST LINE AND THROUGH A DELTA ANGLE OF  $7^{\circ}49'29''$ , 72.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH  $36^{\circ}49'18''$  EAST ALONG SAID WEST LINE AND THE WEST LINE OF A PROPOSED EXTENSION OF MILLBURN DRIVE 537.08 FEET TO A POINT OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND THROUGH A DELTA ANGLE OF  $91^{\circ}33'52''$ , 63.92 FEET TO A POINT OF A REVERSE CURVE TO THE LEFT AND ON THE NORTH LINE OF A PROPOSED STREET, THE RADIUS POINT OF SAID CURVE BEING SOUTH  $35^{\circ}15'26''$  EAST 1084.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND PROPOSED NORTH No. NCS-861593-SLC1 Page 3 LINE AND THROUGH A DELTA ANGLE OF  $15^{\circ}07'58''$ , 286.30 FEET; THENCE NORTH  $36^{\circ}49'18''$  WEST AND ALONG THE WEST LINE OF SAID LOT 7, 679.15 FEET TO THE POINT OF BEGINNING.

## REDEVELOPMENT RDA OF TOOELE CITY, UTAH

### RESOLUTION 2019-08

#### **A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (“RDA”) APPROVING AN INTERLOCAL AGREEMENT FOR TAX INCREMENT PARTICIPATION WITH TOOELE COUNTY FOR THE 1000 NORTH RETAIL COMMUNITY REINVESTMENT PROJECT AREA, AND AUTHORIZING THE EXECUTIVE DIRECTOR 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 RDA proposes to enter into an Interlocal Agreement with the Tooele County, 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 County, and other taxing entities within the Project Area participate in the promotion of development in the Project Area by

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 County 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 Broadway 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 Executive Director 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 \_\_\_\_\_, 2019.

TOOELE CITY RDA

(For)

(Against)

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

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form:

  
\_\_\_\_\_  
Roger Evans Baker, RDA Attorney

## Exhibit A

### Interlocal Agreement: City-RDA

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into effective as of \_\_\_\_\_, 2019, by and between the **REDEVELOPMENT AGENCY OF TOOEELE CITY**, a political subdivision of the State of Utah (the “**Agency**”), and **TOOEELE COUNTY**, a political subdivision of the State of Utah (the “**County**”) 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. 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 the County, the boundaries of which Project Area are described in Exhibit “A” attached hereto and incorporated herein by this reference; and

D. 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 County, 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 County 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. The Project Area Plan has been prepared for the Project Area and 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) (2018). 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 County has determined to allow the Agency to receive and retain specified portions of the County’s portion of Tax Increment (the “**County’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 County’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 County’s Tax Increment Share shall be determined by the Agency. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Twenty. The Agency may trigger the collection of the County’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 County agrees that Tooele County shall remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Twenty, 100% of the County’s Tax Increment Share. Tooele County is authorized and instructed to pay 100% of the County’s Tax Increment Share directly to the Agency annually for each of Years One through Twenty inclusive. Subject to Section 7 *below*, the Agency may use the County’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 County.** Before expending any of the County’s Tax Increment Share received annually, the Agency must first pay to the County an amount equal to 25.0% of the County’s Tax Increment Share received by the Agency. The intent of this paragraph is that the Agency will ultimately retain 75.0% of the County’s Tax Increment Share.

7. **Maximum Retained Increment.** Despite anything in this Agreement to the contrary, the Agency will not retain, on a cumulative basis, more than \$900,000 of the County'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 \$900,000 that the Agency would otherwise be authorized to retain, then the Agency must promptly (i) pay to the County the amount in excess of the permitted \$900,000 cap, and (ii) notify Tooele County that the Agency's right to receive any further payment of the County's Tax Increment Share under this Agreement has terminated. The County makes no guarantee or assurance that \$900,000 of the County's Tax Increment Share will be available for the Agency to retain; the \$900,000 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 County from the Project Area. Unless the County 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 County'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 County shall have no independent duty to pay any amount to the Agency other than to direct and cause the County administration to pay to the Agency the County's Tax Increment Share on an annual basis from and including Year One through and including Year Twenty.

10. **Authority to Bind.** Everyone 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 County:  
Tooele County  
47 South Main  
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 County 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 County 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 Twenty, or (ii) the Agency has retained, as provided in Sections 6 and 7 above, the amount of \$900,000 from the County'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.

County: TOOELE COUNTY

Attest:

By: \_\_\_\_\_  
Name and Title:

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

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

\_\_\_\_\_  
Attorney for County

Agency: REDEVELOPMENT AGENCY OF TOOELE CITY

Attest:

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



**THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH**

**RESOLUTION 2019-07**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, APPROVING A LISTING AGREEMENT WITH NEW WEST REALTY GROUP FOR THE SALE OF UP TO 358 ACRES OF RDA-OWNED PROPERTY IN BAUER.**

WHEREAS, the Redevelopment Agency of Tooele City, Utah, (“RDA”) owns several contiguous parcels of vacant land in Bauer totaling approximately 358 acres (the “Property”), acquired by the RDA in a foreclosure action by judicial deed; and,

WHEREAS, the RDA has no present or future use of the Property and desires to sell it, with the exception of a small parcel, the precise location, size, and configuration to be determined, to be retained for future Tooele City or Tooele City Water Special Service District uses, e.g., water treatment facility; and,

WHEREAS, the City Administration proposes to retain the services of Mike Quarnberg, a realtor/broker with New West Realty Group LLC, who has extensive personal and professional knowledge and realty experience of industrial and commercial properties in Tooele County, to list the Property for sale; and,

WHEREAS, based on various reliable informational sources, Mr. Quarnberg suggests listing the Property at \$1,220,000 (\$3,407 per acre); and,

WHEREAS, given local, regional, and national economic history and trends, and their effect upon municipal budgets and operations, the RDA Executive Director and RDA Board believe it to be advantageous to sell the Property in order to bolster RDA and City finances and to minimize, to the extent possible, the tax burden upon Tooele City residents and businesses:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the listing agreement, attached as Exhibit A, with New West Realty Group LLC, is hereby approved for the sale of the Property, and that the RDA Executive Director is hereby authorized to sign the same.

This Resolution shall become effective immediately upon passage by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment Agency of Tooele City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2019.

RDA BOARD

(For)

(Against)

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

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, RDA Attorney

# Exhibit A

## Listing Agreement

Listing price to be \$1,220,000.00

## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE

### THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING DESIGNATED AGENCY BROKERAGE

THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE ("Listing Agreement") is entered into by and between New West Realty Group LLC (the "Company") and Tooele City Redevelopment Agency a/k/a Redevelopment Agency of Tooele City (the "Seller").

1. **TERM OF LISTING.** The Seller hereby grants to the Company, including Michael J Quarnberg (the "Seller's Agent") as the authorized agent for the Company starting on the Effective Date as defined in section 17 below, and ending at 5:00 P.M. (Mountain Time) on the 22nd day of March, 2020 (the "Listing Period"), the exclusive right to sell, lease, or exchange real property owned by the Seller, described as: 357.69 +- Acres Bauer, Utah Tax #s 06-017-B-0035, 06-017-C-0027, 06-017-C-0028. (the "Property"), at the listing price and terms stated on the attached property data form (the "Data Form"), or at such other price and terms to which the Seller may agree in writing.

2. **BROKERAGE FEE.** If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller agrees to pay to the Company a brokerage fee in the amount of \$ ml or 6 % of such acquisition price (the "Brokerage Fee"). The Brokerage Fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) If a purchase, the date of recording of the Closing documents for the acquisition of the Property; (b) If a lease, the effective date of the lease; and (c) if an option, the date the option agreement is signed. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the Brokerage Fee shall be immediately due and payable to the Company. The Company is authorized to share the Brokerage Fee with another brokerage participating in any transaction arising out of this Listing Agreement.

3. **PROTECTION PERIOD.** If within 12 months after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the Brokerage Fee stated in Section 2, unless the Seller is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement.

4. **SELLER WARRANTIES/DISCLOSURES.** The Seller warrants to the Company that the individuals or entity listed above as the "Seller" represents all of the record owners of the Property. The Seller warrants that Seller has marketable title and an established right to sell, lease or exchange the Property. The Seller agrees to execute the necessary documents of conveyance. The Seller agrees to furnish buyer with good and marketable title, and to pay at Settlement, for a policy of title insurance in accordance with the terms of any real estate purchase contract entered into between buyer and Seller. The Seller agrees to fully inform the Seller's Agent regarding the Seller's knowledge of the condition of the Property. Upon signing of this Listing Agreement, the Seller agrees to personally complete and sign a Seller's Property Condition Disclosure form and Wire Fraud Alert Disclosure. The Seller agrees to indemnify and hold harmless the Seller's Agent and the Company against any claims that may arise from: (a) The Seller providing incorrect or inaccurate information regarding the Property; (b) The Seller failing to disclose material information regarding the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; and the location of property lines; and (c) Any injuries resulting from any unsafe conditions within the Property.

**5. AGENCY RELATIONSHIPS.**

**5.1 Duties of a Seller's Agent.** By signing this Listing Agreement, the Seller designates the Seller's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Seller to locate a buyer for the Property. The Seller authorizes the Seller's Agent or the Broker to appoint another agent in the Company to also represent the Seller in the event the Seller's Agent or the Broker will be unavailable to service the Seller. As agents for the Seller, they have fiduciary duties to the Seller that include loyalty, obedience, full disclosure, confidentiality, reasonable care, and any other duties required by law.

**5.2 Duties of a Limited Agent.** The Seller understands that the Seller's Agent and the Broker may now, or in the future, be agents for a buyer who may wish to negotiate a purchase of the Property. Then the Seller's Agent and the Broker may be acting as Limited Agents - representing both the Seller and buyer at the same time. A Limited Agent has fiduciary duties to both the Seller and the buyer as required by law. However, some of those duties are "limited" because the agent cannot provide to both parties undivided loyalty, confidentiality and disclosure. For this reason, the Limited Agent is bound by a further duty of neutrality. Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other – for example, the highest price the buyer will offer, or the lowest price the Seller will accept. However, the Limited Agent will be required to disclose information given to the agent in confidence by the other party if failure to disclose such information would be a material misrepresentation regarding the Property or regarding the ability of the parties to fulfill their obligations. The Seller is advised that neither the Seller nor the buyer is required to accept a limited agency situation in the Company, and each party is entitled to be represented by its own agent. In the event a limited agency situation arises, the Seller's Agent and the Broker, as applicable, may only act as Limited Agents based upon a separate Limited Agency Consent Agreement signed by the Seller and buyer.

**6. PROFESSIONAL ADVICE.** The Company and the Seller's Agent are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide the Seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. The Seller is advised not to rely on the Company, or any agents of the Company, for a determination regarding the physical or legal condition of the Property. If the Seller desires advice regarding: (a) Past or present compliance with zoning and building code requirements; (b) Legal or tax matters; (c) The physical condition of the Property; (d) This Listing Agreement; or (e) Any transaction for the acquisition of the Property, the Seller's Agent and the Company strongly recommend that the Seller obtain such independent advice. If the Seller fails to do so, the Seller is acting contrary to the advice of the Company. Any recommendations for third-party services made by the Company or the Seller's Agent do not guarantee the Seller's satisfaction in the use of those third-party services and should not be seen as a warranty of any kind as to the level of service that will be provided by the third parties. The Seller is advised that it is up to the Seller in the Seller's sole discretion to choose third-party services that meet the needs of the Seller and not to rely on any recommendations given by the Company or the Seller's Agent.

**7. DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after a Closing, related to this Listing Agreement shall first be submitted to mediation through a mediation provider mutually agreed upon by the Seller and the Company. Each party agrees to bear its own costs of mediation. If mediation fails, any other remedies available at law shall apply.

**8. ATTORNEY FEES/GOVERNING LAW.** Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Seller's employment of the Company under this Listing Agreement (whether before or after a Closing), the Seller agrees to indemnify the Company and the Seller's Agent from all costs and attorney fees incurred by the Company and/or the Seller's Agent in pursuing and/or defending such action. This Listing Agreement shall be governed and construed in accordance with the laws of the State of Utah.

**9. ADVERTISING/SELLER AUTHORIZATIONS.** The Seller authorizes the Company and the Seller's Agent to advertise the Property for sale through any printed and/or electronic media deemed necessary and appropriate by the Seller's Agent and the Company, including, but not limited to, each Multiple Listing Service (MLS) in which the Company participates. The Seller agrees that any advertising the Seller intends to conduct, including print and/or electronic media, shall first be approved in writing by the Seller's Agent. The Seller further agrees that the Seller's Agent and the Company are authorized to:

- (a) Disclose to the MLS after Closing, the final terms and sales price for the Property consistent with the requirements of the MLS;
- (b) Disclose to the MLS the square footage of the Property as obtained from (check applicable box):
  - County Records  Appraisal  Building Plans  Other
 (explain) \_\_\_\_\_

- (c) Obtain financial information from any lender or other party holding a lien or interest on the Property;
- (d) Have keys to the Property, if applicable;
- (e) Have an MLS or local board of Realtors® approved/endorsed security key-box installed on the Property. If the Seller authorizes the Broker, or Seller's Agent, to install a non-MLS or local board of Realtors® approved/endorsed security key-box on the Property, Seller acknowledges that it may not provide the same level of security as the MLS or local board of Realtors® approved/endorsed security key-box;
- (f) Hold Open-Houses at the Property;
- (g) Place for sale, sold, or other similar signs ("Signs") on the Property (i.e., the only Signs on the Property shall be that of the Company);
- (h) Order a Preliminary Title Report on the Property;
- (i) Order a Home Warranty Plan, if applicable;
- (j) Communicate with the Seller for the purpose of soliciting real estate related goods and services during and after the term of this Listing Agreement; and
- (k) Place the Earnest Money Deposit into an interest-bearing trust account with interest paid to the Utah Association of Realtors® Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state.

**10. PERSONAL PROPERTY.** The Seller acknowledges that the Company has discussed with the Seller the safeguarding of personal property and valuables located within the Property. The Seller acknowledges that the Company is not an insurer against the loss of or damage to personal property. The Seller agrees to hold the Company harmless from any loss or damage that might result from any authorizations given in Section 9.

**11. ATTACHMENT.** Seller's Property Condition Disclosure form, the Data Form and Wire Fraud Alert Disclosure are incorporated into this Listing Agreement by this reference. There  ARE  ARE NOT additional terms contained in an Addendum attached to this Listing Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Listing Agreement by this reference.

**12. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA").** The sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under FIRPTA. A "foreign person" may include a non-resident alien individual, foreign corporation, foreign partnership, foreign trust and foreign estate. Seller warrants and represents to the Company and to the Seller's Agent, that Seller  IS  IS NOT a "foreign person" as defined by the Internal Revenue Code and its associated regulations. If Seller is not a foreign person, Seller agrees, upon request, to deliver a certification to Buyer at closing, stating that Seller is not a foreign person. This certification shall be in the form then required by FIRPTA. If FIRPTA applies to you as Seller, you are advised that the Buyer or other qualified substitute may be legally required to withhold a substantial percentage of the total purchase price for the Property at closing and remit that amount to the IRS. If Seller is a foreign person as defined above, and Seller does not have a US Taxpayer Identification number, Seller agrees to prepare to apply for a US Taxpayer Identification number.

**13. EQUAL HOUSING OPPORTUNITY.** The Seller and the Company shall comply with Federal, State, and local fair housing laws.

**14. ELECTRONIC TRANSMISSION & COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of this Listing Agreement and any addenda, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Listing Agreement and any addenda may be executed in counterparts.

**15. DUE-ON-SALE.** Certain types of transactions may trigger what is commonly referred to as a "due-on-sale" clause. A "due-on-sale" clause typically states that the Seller's lender or mortgagee may call the loan due and payable in full if the Seller participates in certain types of transactions. These types of transactions may include, but are not limited to, transactions where: (a) The sale of the property does not result in the underlying debt being paid in full; (b) The parties enter into a seller-financed transaction; (c) A lease option agreement is entered into; or (d) Any other unauthorized transfer of title to the Property has occurred without the lender's consent. The Seller understands that if any underlying encumbrances or mortgages on the Property contain a "due-on-sale clause," and the "due-on-sale" clause is triggered, the lender may call the entire unpaid balance of the loan immediately due.

**16. ENTIRE AGREEMENT.** This Listing Agreement, including the Seller's Property Condition Disclosure form, the Data Form, the Wire Fraud Alert Disclosure, and any additional addendum, contain the entire agreement between the parties relating to the subject matter of this Listing Agreement. This Listing Agreement may not be modified or amended except in writing signed by the parties hereto.



17. **EFFECTIVE DATE.** This Listing Agreement is entered into and is effective as of the date: (a) The Seller and the authorized Seller's Agent or Broker have signed this Listing Agreement; and (b) The authorized Seller's Agent or Broker has received a mutually signed copy of this Listing Agreement (the "Effective Date").

**THE UNDERSIGNED** hereby agree to the terms of this Listing Agreement.

X \_\_\_\_\_  
(Seller's Signature) (Address/Phone) (Date)

\_\_\_\_\_  
(Seller's Signature) (Address/Phone) (Date)

ACCEPTED by the Company

by:   
(Signature of Authorized Seller's Agent or Broker)

3/29/19  
(Date)

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UAR FORM 8







F. Are you aware of any geologic, soils, engineering, or environmental reports that have been prepared for the Property? If "Yes", please attach a copy of any such reports in your possession.  ]Yes  ]No

**6. BOUNDARIES & ACCESS**

A. To your knowledge, is there anything on your Property (such as a fence or any other improvement) that encroaches (extends) onto any adjoining property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment:  ]Yes  ]No

B. To your knowledge, is there anything on any adjoining property (such as a fence, deck, or any other improvements) that encroaches (extends) onto your Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment:  ]Yes  ]No

C. Are you aware of any boundary disputes or conflicts involving your Property and any adjoining property or properties? If "Yes", please describe, to your knowledge, the nature of any such boundary disputes or conflicts:  ]Yes  ]No

D. Are you aware of any survey(s) that have been prepared for the Property or any adjoining property or properties? If "Yes", please provide a copy of any such survey(s) in your possession.  ]Yes  ]No

E. Are you aware of any unrecorded easements, or claims for easements, affecting the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such easement(s):  ]Yes  ]No

F. To your knowledge, is there direct access to the Property from a public street/road?  ]Yes  ]No

G. If direct access to the Property is not from a public street/road, to your knowledge, is there direct access to the Property through (check applicable box):  ] Private Easement  ] Private Street/Road  ]Yes  ]No

**7. FLOODING/DRAINAGE**

A. Are you aware of any flooding or lot drainage issues on the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any flooding or lot drainage issues:  ]Yes  ]No

B. If there are flooding or lot drainage issues, are you aware of any work done at the Property to mitigate or to prevent any recurrence of any flooding or lot drainage issues? If "Yes", please describe, to your knowledge, any work done at the Property to mitigate or prevent flooding or lot drainage issues:  ]Yes  ]No

C. Are you aware of any wetlands located on the Property?  ]Yes  ]No

D. If you are aware of wetlands on the Property, to your knowledge, has the Property been mapped for wetlands? If "Yes", please provide a copy of any wetlands maps and wetlands permits in your possession.  ]Yes  ]No

E. Are you aware of any action taken to mitigate any wetland issues through the Army Corps of Engineers? If "Yes", please describe, to your knowledge, the nature of any mitigation work done at the Property:  ]Yes  ]No

**8. ENVIRONMENTAL ISSUES**

A. Are you aware of any past or present hazardous conditions, substances, or materials on the Property, such as methane gas, radioactive material, landfill, mineshaft, buried storage tanks and lines, or toxic materials? If "Yes", please describe, to your knowledge the nature of any such hazardous conditions:  ]Yes  ]No

B. If you are aware of any past or present hazardous conditions, substances, or materials on the Property, are you aware of any work done at the Property to mitigate any such hazardous conditions? If "Yes", please describe, to your knowledge, the nature of any mitigation work:  ]Yes  ]No

C. Are you aware of any environmental reports that have been prepared for the Property? If "Yes", please attach copies of any such reports in your possession.  ]Yes  ]No

**9. HOMEOWNERS ASSOCIATION**

A. To your knowledge, is the Property part of a Homeowner's Association (HOA)?  ]Yes  ]No

B. If the Property is part of an HOA, does the HOA levy dues or assessments for maintenance of common areas and/or other common expenses?  ]Yes  ]No

C. For questions regarding the HOA, including past, present or future dues or assessments, or regarding financial statements, bylaws, HOA meetings and minutes, information may be obtained from the following:

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone) \_\_\_\_\_

BY SIGNING THIS DISCLOSURE FORM, SELLER AUTHORIZES THE RELEASE OF HOA INFORMATION TO BUYER AND/OR TO BUYER'S AGENT.

10. **UNPAID ASSESSMENTS**

A. Are you aware of any HOA, municipal, special improvement district or other assessments that are presently owing against the Property? If "Yes", please describe, to your knowledge, the nature and amount of any such unpaid assessments: [ ]Yes [ ]No

B. Are you aware of any HOA, municipal, or special improvement district assessments that have been approved but not yet levied against the Property? If "Yes", please describe, to your knowledge, the nature and amount of any such approved, but not yet levied, assessments: [ ]Yes [ ]No

11. **MISCELLANEOUS**

A. To your knowledge, is any portion of the Property presently assessed, for property tax purposes, as "Greenbelt"? [ ]Yes [ ]No

B. Are you aware of any existing or threatened legal action affecting the Property? If "Yes", please describe, to your knowledge, the nature of any such legal action: [ ]Yes [ ]No

**ACREAGE/SQUARE FOOTAGE**

Seller represents that any figures provided by Seller in any documents regarding the square footage or acreage of the Property are not based on any personal measurement by Seller. If the square footage or acreage of the Property is of material concern to Buyer, Buyer is advised to verify the square footage or acreage through any independent sources or means deemed appropriate by Buyer. BUYER IS ADVISED NOT TO RELY ON SELLER, THE COMPANY, OR ANY AGENTS OF THE COMPANY FOR A DETERMINATION REGARDING THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY.

**VERIFICATION BY SELLER**

Seller verifies that Seller has completed this disclosure form and that the information contained herein is accurate and complete to the best of Seller's actual knowledge as of the date signed by Seller below. SELLER UNDERSTANDS AND AGREES THAT SELLER WILL UPDATE THIS DISCLOSURE FORM IF ANY INFORMATION CONTAINED HEREIN BECOMES INACCURATE OR INCORRECT IN ANY WAY. Seller authorizes the Company to provide copies of this disclosure form to prospective buyers, and to real estate brokers and agents. This disclosure form is not a warranty of any kind. If Buyer and Seller enter into a sales contract for the Property, and such sales contract includes, excludes, or warrants the condition of any item referenced herein, then to the extent there is a conflict between the sales contract and any representations contained herein, the terms of the sales contract shall control.

 Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT BY BUYER**

Buyer's signature below acknowledges Buyer's receipt of a copy of this disclosure form.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

## DISCLOSURE FORM UPDATE

The above disclosure form was reviewed and updated by Seller on the date signed by Seller below. **(Check Applicable Boxes)**

There are no changes in the above disclosure form;  The above disclosure form has been changed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


and/or  The above disclosure form has been changed as noted on attached Addendum No. \_\_\_\_\_ to this disclosure form.

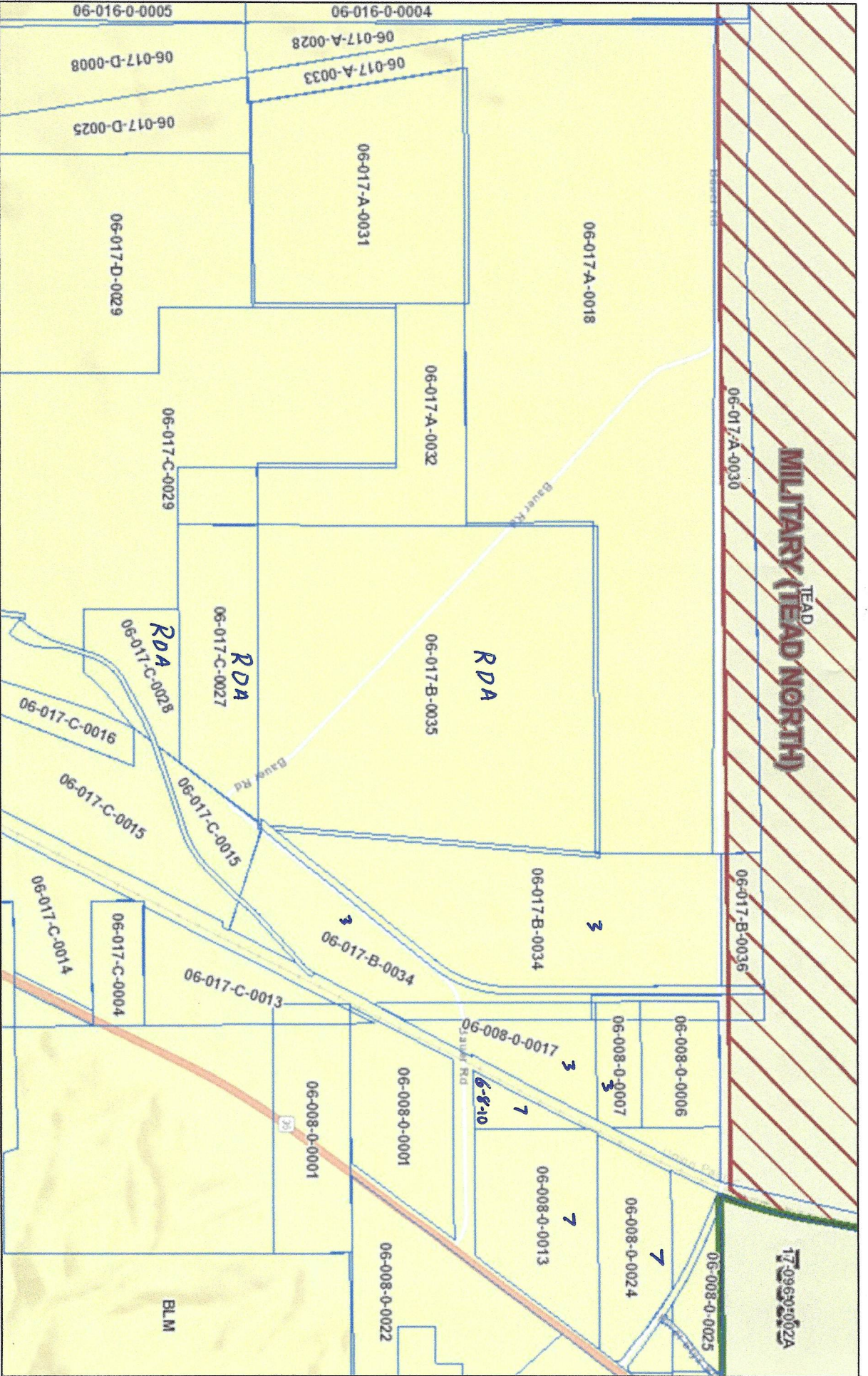
Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

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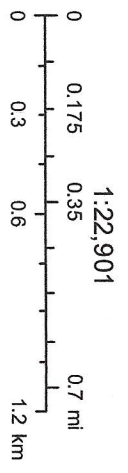
UAR FORM 10A

 Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_



March 21, 2019

- Parcels 40k-8k
- Incorporated Municipalities
- County Unincorporated Areas
- Military



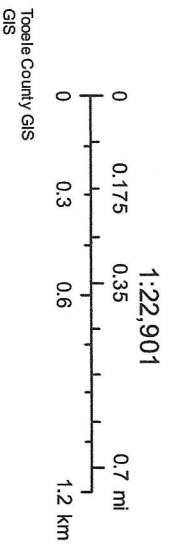
Tooele County GIS  
 Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

User:



March 21, 2019

- Parcels 40k-8k
- Incorporated Municipalities
- County Unincorporated Areas
- Military



## TOOELE CITY CORPORATION

### RESOLUTION 2019-30

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING FENCING ON 2000 NORTH STREET AND 400 WEST STREET AS A PUBLIC IMPROVEMENT OWNED BY TOOELE CITY AND MAINTAINED BY THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT.**

WHEREAS, by Resolution 2014-38 the City Council accepted the public improvements in Overlake subdivisions 1B, 1C, 1D, 1E, 1F, and 1G; and,

WHEREAS, by Resolution 2001-61 the City Council accepted the public improvements in Overlake subdivision 1A; and,

WHEREAS, by Resolution 2008-21 the City Council accepted the public improvements in Overlake subdivision 1J; and,

WHEREAS, many of the public improvements accepted in the above-referenced resolutions were designed and installed, and are now maintained by the North Tooele City Special Service District ("District"), in accordance with design standards established by the developer ("Developer") of the above-referenced subdivisions (collectively "Subdivisions"), which design standards were adopted and perpetuated by Tooele City and the District; and,

WHEREAS, the public improvements in the Subdivisions were itemized by the Developer, which itemization ("Itemization") was approved by Tooele City and attached to the public improvement bond agreements for the Subdivisions; and,

WHEREAS, the perimeter fencing ("Fencing") for the Developments, located on 2000 North Street and 400 West Street, was included in the Developer's public improvements itemization attached to the bond agreements, but was not included in the bond amount established in the bond agreements, and was not bonded for as a public improvement; and,

WHEREAS, the Fencing is an important element of the District design standards, establishing a uniform and unique streetscape and visual corridor in the Subdivisions, which Tooele City and the District Board desire to maintain in recognition of the policies established with the creation of the District, the approval of the Subdivisions, and the implementation of the public improvement design standards established for the District; and,

WHEREAS, the District has understood the Fencing to be a Tooele City-owned public improvements peculiar to the Subdivisions, to be maintained by the District, the District has maintained the Fencing at District expense (meaning, at the expense of the residents of the Subdivisions through taxation), and the District Board has formally

requested that Tooele City accept the Fencing as a Tooele City-owned and District-maintained public improvement; and,

WHEREAS, the Fencing functions as a critical element of the streetscape for 2000 North Street and 400 West Street, and the City Council desires to see the Fencing, and the policies behind its installation and maintenance, maintained, preserved, and perpetuated; and,

WHEREAS, the City Council believes and finds that the Fencing was intended to be, and to function as, a public improvement critical to the establishment and preservation of the design standards for the 2000 North Street and 400 West Street rights-of-way within the District; and,

WHEREAS, other subdivisions have been annexed into the District and have complied with the District public improvement standards, including the fencing standard, which subdivisions include the Sunset Estates subdivisions and the Providence at Overlake subdivisions, and which subdivisions are hereby included in the defined term Subdivisions, and whose perimeter fencing on 2000 North Street and 400 West Street is hereby included in the defined term Fencing; 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; and,

WHEREAS, acceptance of public improvements by resolution of the City Council denotes acceptance and acknowledgment of City ownership of the public improvements, by dedication, and of City maintenance responsibility for those public improvements; and,

WHEREAS, the City Council finds that the Fencing was intended to be and is required to be a public improvement owned by Tooele City and maintained by the District, in order to preserve the integrity of the uniform and unique streetscape and visual corridor of the District on 2000 North Street and 400 West Street; and,

WHEREAS, the City Council finds that the Fencing was included in the right-of-way public improvements for 2000 North Street and 400 West Street and were dedicated by the Developer to Tooele City through the approval of construction plan and the approval and recordation of subdivision plats for the Subdivisions; and,

WHEREAS, the City Council finds that failure to accept the Fencing as a City-owned and District-maintained public improvement will result in the deterioration of the Fencing and the unique and uniform design standards of the Subdivisions and the District for the 2000 North Street and 400 West Street rights-of-way, which design standards are also the design standards of Tooele City for the Subdivisions and the District; and,

WHEREAS, the City is unaware of the Developer and other developers having conveyed the Fencing or any portion thereof to any owner of property adjacent to the



Fencing, and is unaware of any indicia of private ownership of the Fencing; and,

WHEREAS, attached as Exhibit A is an illustration of the Fencing being accepted by this Resolution as a City-owned and District-maintained public improvement:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that:

1. the perimeter Fencing on 2000 North Street and 400 West Street, as illustrated in Exhibit A, is hereby accepted as a Tooele City-owned and District-maintained public improvement; and,
2. the City Administration is encouraged to develop a written protocol for the installation and maintenance of the Fencing.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(For)

(Against)

---

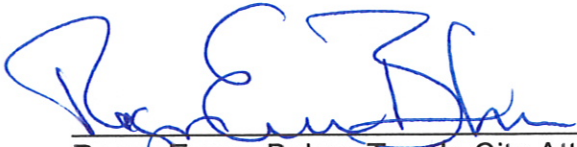
---

ATTEST:

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

SEAL

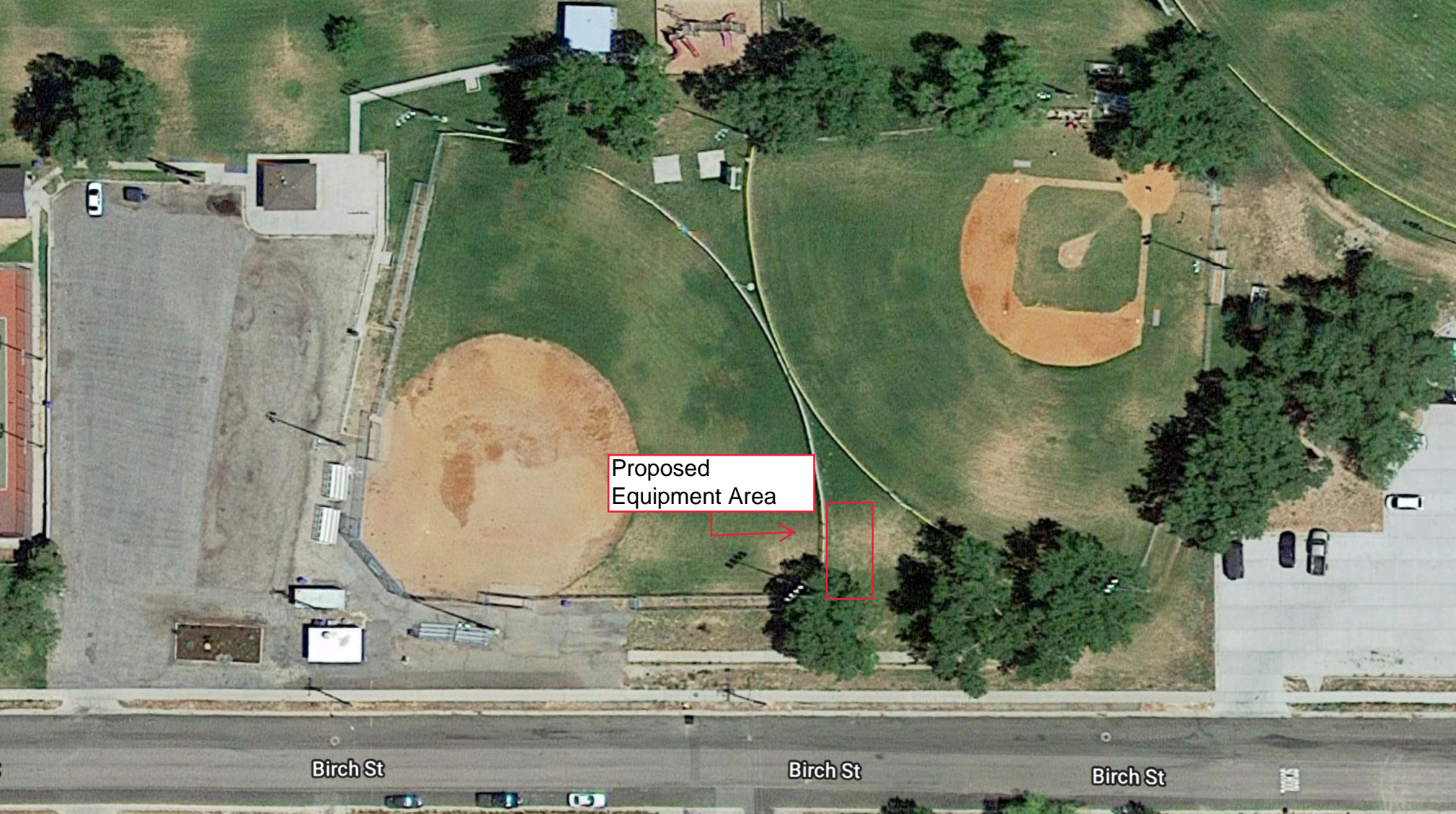
Approved as to Form:

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

## Exhibit A

### Illustration of the Fencing





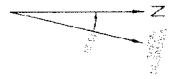
Proposed  
Equipment Area

Birch St

Birch St

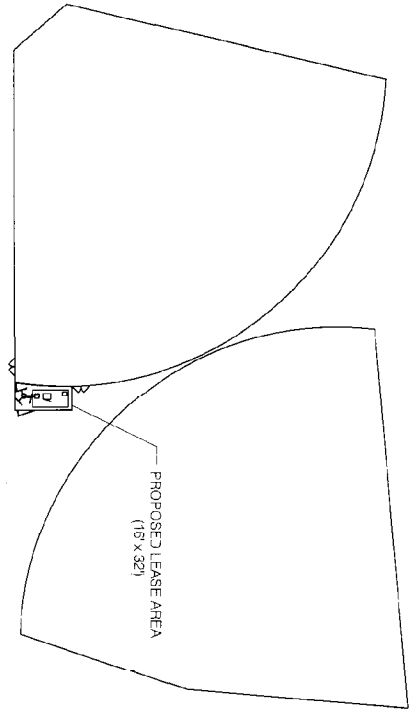
Birch St

2025



**SITE PLAN**  
SCALE 1/64" = 1'-0"

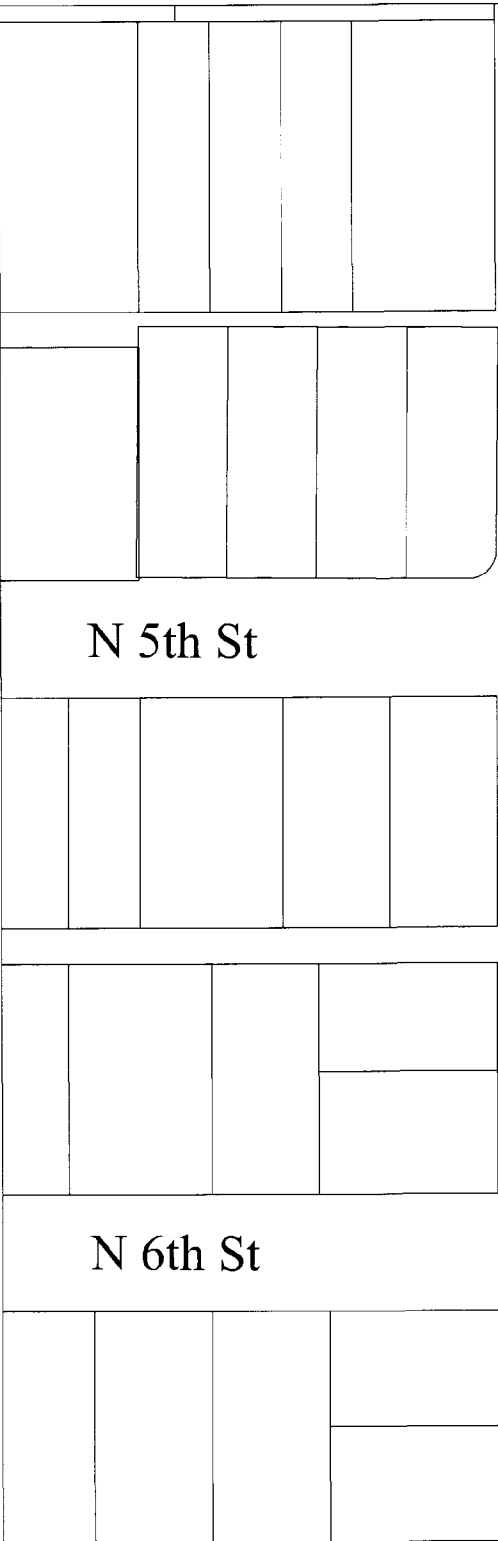
SEE SHEET a-2 FOR  
ENLARGED SITE PLAN



Birch St

N 5th St

N 6th St



ELTON PARK  
DRAWN BY: TMI (COMLINK US)  
CHECKED BY: MCKAY SCHULZ  
DATE: 3-30-2011

**REVISIONS**

DATE	DESCRIPTION	INITIALS
3-30-2011	ZONING DYNAMICS	TMI

NOT VALUE UNLESS SIGNED

121 W. Laketon Rd.  
Suite 130  
Provo, UT 84606  
801.260.0087  
Fax 801.316.1129

**E-Mobile**



**RAGE**

**COMLINK**  
LAND SERVICES

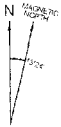
890 EAST 4500 SOUTH SUITE 312  
S. JITE 302  
SALT LAKE CITY, UTAH 84107  
801-258-4053

SITE NUMBER:

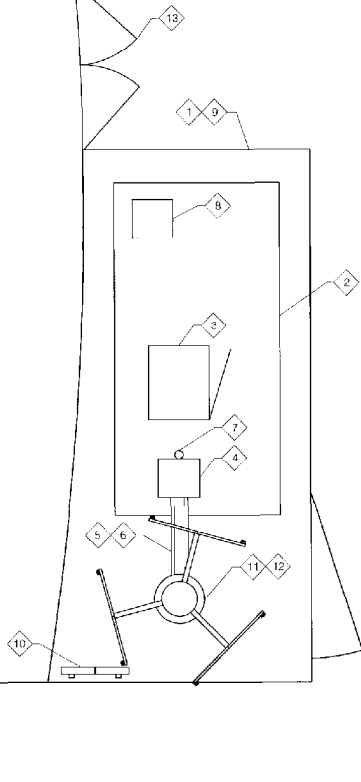
**SL01637A**  
400 NORTH BROADWAY  
TOOELE, UTAH 84074

**a-1**

**SITE PLAN**  
SCALE 3/16"=1'-0"



LEASE AREA (16' x 32')



**CONSTRUCTION PLAN KEYED NOTES**

- ◆ LEASE AREA DIMENSIONS ARE 16' x 32' FOR ADDITIONAL INFORMATION (16' x 32')
- ◆ CONCRETE PAD (10' x 10')
- ◆ ALL 120V CABLE PROVIDED BY PROVIDER.
- ◆ DIGITAL MULTIMETER (DMM) BASE CONNECTION TO SITE. AIRS, LOCAL WIRE, CONDUCTIVITY, AND WATER CONNECTION.
- ◆ CONDUIT CABLES TO ANTENNAS.
- ◆ PRE-CAST ANTI-TERRORISM CURB BRIDGE.
- ◆ GPS ANTENNA PROVIDED BY PROVIDER.
- ◆ BATTERY BACKUP.
- ◆ NEW 6" x 6" x 10' LMS. NO SURFING. TAP AREA PROVIDED.
- ◆ VENTILATION AND TILTED ROOF DESIGN.
- ◆ NEW 10' x 10' x 10' SUPPORT STRUCTURE.
- ◆ TRIMBLE ANTENNAS 120V.
- ◆ FDSO AND NEW GATE LOCKING.

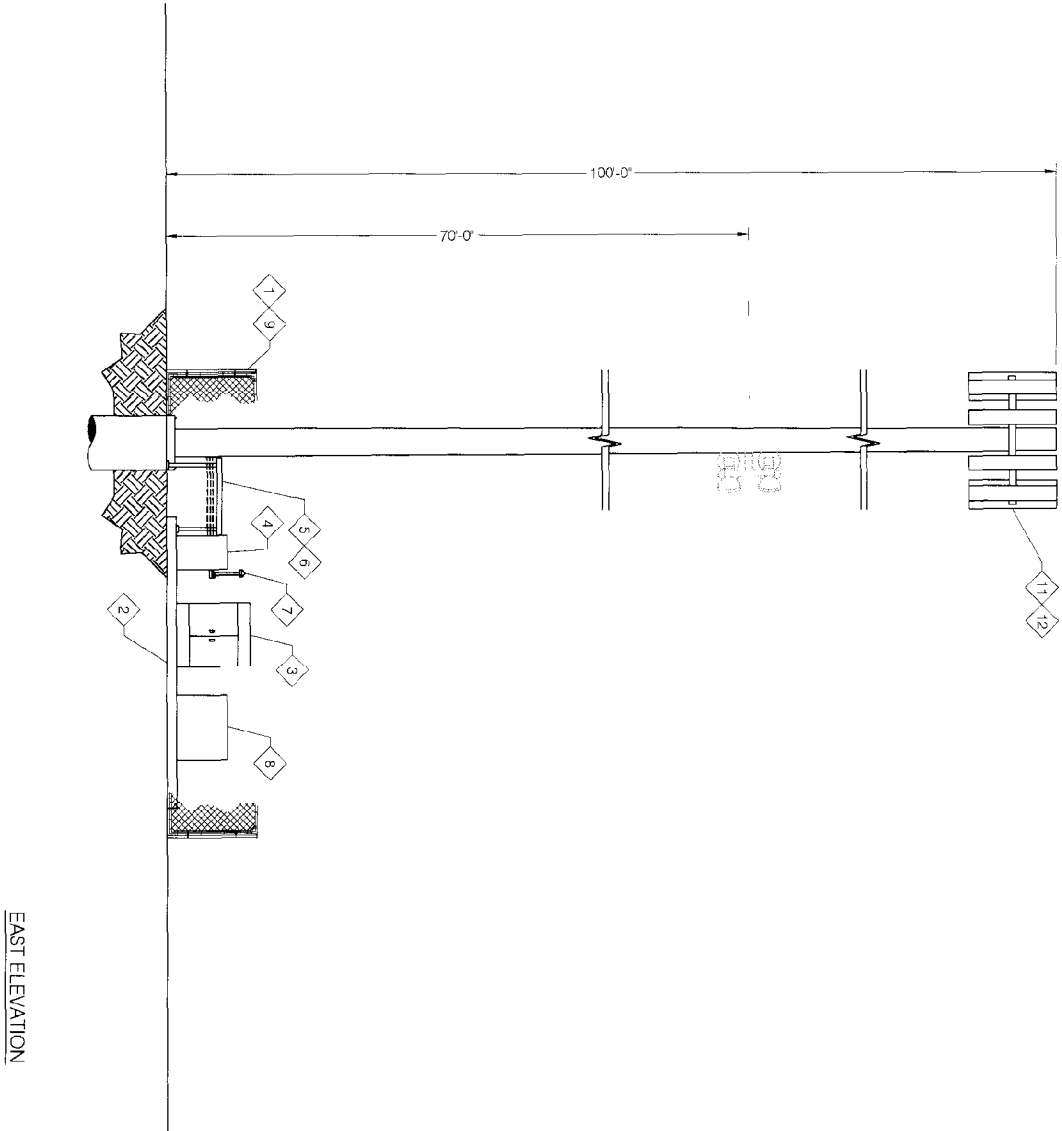
**SITE NOTES**

1. VERIFY AZIMUTHS WITH FINAL SITE CONFIGURATION SHEET FROM E.I. ENGINEER.
2. PROVIDE 4" CONDUIT EQUIPPED WITH 1 PULL STRING AND (2) 6 PAIR 22 GAUGE WIRES. ALL TELCO CONDUITS AND TELCO WIRING MUST MAINTAIN A MINIMUM SEPERATION DISTANCE OF 18" AWAY FROM ALL A/C POWER CONDUITS AND WIRING.
3. DOGS HOUSE EQUIPPED WITH 2 PLYWOOD BACKBOARDS 20' X 21' X 3/4" THICK.
4. DOGS HOUSE EQUIPPED WITH 1-#6 GREEN GROUND WIRE 6 FEET LONG WITH 1 END CONNECTED TO GROUND BUS BAR.
5. 1 FOURPLEX 120V A/C OUTLET INSTALLED IN DOGS HOUSE BUT NOT MOUNTED ON PLYWOOD BACKBOARDS.
6. PROVIDE TELECOM T1 DSX UNIT TO OPERATIONS FOR T1 MAINTENANCE. TELECOM PART #010-5028-0001.

ELIUCK PARK		
DRAWN BY: TPI-COMLINK ISI		
CHECKED BY: MCKENNA WALTERS		
DATE: 3/30/2011		
REVISIONS		
DATE	DESCRIPTION	REVISED
3/30/2011	ZONING DRAWINGS	TPI
NOT VALID UNLESS SIGNED		
<b>COMLINK</b> LAND SERVICES		
860 EAST 4300 SCOUTS BLVD. SUITE 312 SALT LAKE CITY, UTAH 84119 801-299-4033		
CITY NUMBER: <b>SL01637A</b> 400 NORTH BROADWAY TOOFT, UTAH 84074		
a-2		

**CONSTRUCTION PLAN KEYED NOTES**

- 1 LEASE AREA, VEE, REFER TO SHEET 1-11 FOR ADDITIONAL INFORMATION. (REF. 32)
- 2 CONCRETE PAD (10' x 20')
- 3 3/16" WS CABINE 1, PROVIDED BY T-MOBILE.
- 4 SYSTEM EARTHQUAKE CABINE 1 (BASE CONNECTION TO BE IN SUIVS) TELEPHONE CONNECTION AND ANTENNA CONNECTION
- 5 COAXIAL CABLEING TO ANTENNAS
- 6 FEEDBACK/QUANTIFIED WAVE GUIDE BRIDGE
- 7 GPS ANTENNA (PROVIDED BY T-MOBILE)
- 8 BATTERY BACKUP
- 9 NEW 8' CHAIN LINK FENCE TO SURROUND LEASE AREA PERIMETER
- 10 METEL BACK AND TELCO BOX PEDERSTAL
- 11 NEW 10' ANTENNA SUPPORT STRUCTURE
- 12 T-MOBILE ANTENNAS 3.107
- 13 POSSIBLE FIVE W GATE LOCATIONS



EAST ELEVATION

**NOTE:**  
VERIFY WITH PLANNING AND ZONING APPROVALS AND FINAL SITE CONFIGURATION SHEET FROM A.I. ENGINEERS.

ELTON PARK  
DRAWN BY: JIM (COMPLINK) LSI  
CHECKED BY: BOB (COMPLINK) LSI  
DATE: 3-20-2011

REVISIONS		
DATE	DESCRIPTION	INITIALS
3-20-2011	ZONING DRAWINGS	PH

NOT VALID UNLESS SIGNED



12 W. Center Rd.  
Suite 130  
Draper, UT 84020  
313.860.0036  
Fax 801.836.4420

**RAGE**

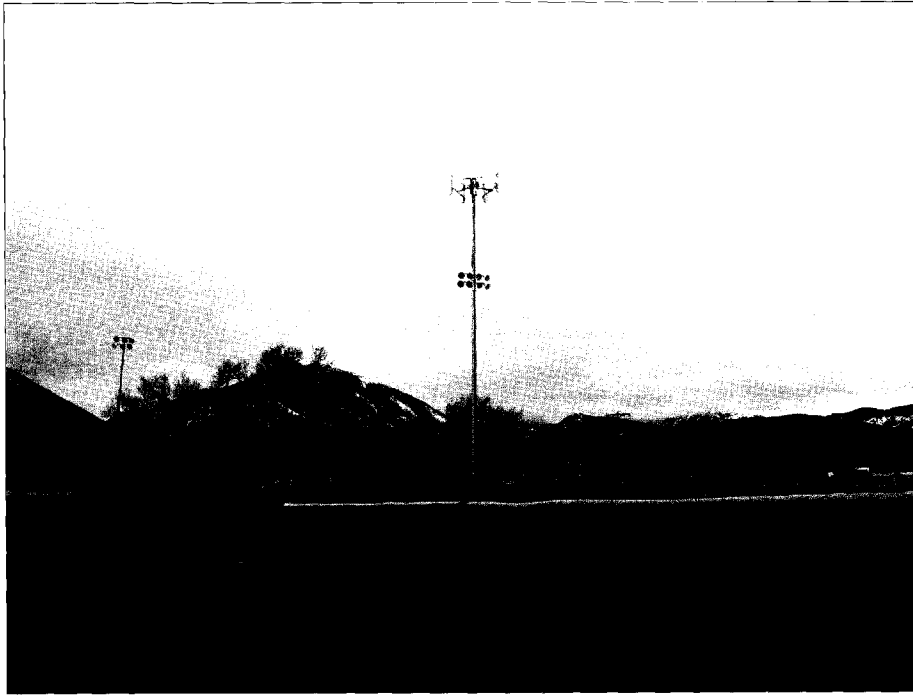
**COMPLINK  
LAND SERVICES**

980 EAST 4600 SOUTH SUITE 312  
SUILE 312  
SALT LAKE CITY, UT 84117  
801-288-4003

SITE NUMBER:  
**SLO1637A**  
400 NORTH BROADWAY  
TOOELE, UT 84074

**a-3**





SLON PARK  
 DRAWN BY: ZPH, DGM, MUR, LBS  
 CHECKED BY: JOCKY SQUAT, ER  
 DATE: 1-29-2011

REVISIONS		
NO.	DESCRIPTION	DATE

NOT A FINAL DESIGN

RAGE  
 ENGINEERING  
 111 W. LEXINGTON  
 SUITE 200  
 SALT LAKE CITY, UT 84103  
 801.487.1111

**RAGE**  
 ENGINEERING

**COMLINK**  
 LAND SERVICES

400 EAST 4500 SOUTH SLATE 312  
 SUITE 312  
 SALT LAKE CITY, UTAH 84107  
 801-289-4053

SITE NUMBER:  
**SL01637A**  
 400 NORTH BROADWAY  
 TOOELE, UTAH 84374

PHOTO SIMULATIONS | 1

**a-10**

## Cylee Pressley

---

**From:** Andrew Aagard  
**Sent:** Thursday, March 28, 2019 8:18 AM  
**To:** Cylee Pressley  
**Subject:** Off Premise Development Signs  
**Attachments:** Off Premise Development Signs.pdf

Cylee, The City Council is going to be discussing the proposed Sign Ordinance amendments for Off-Premise Development signs at the April 3, 2019 meeting. I have attached the proposed ordinance amendments for you to insert into the City Council's packet.

Let me know if you have any questions.

Thanks,

**ANDREW AAGARD, AICP**  
**PLANNER**

# 7-25, Signs

## 7-25-1. Title

This chapter shall be known as the Tooele City Sign Ordinance.

## 7-25-2. General Principles – Purpose – Scope

(1) Tooele City is a growing community close to the Salt Lake City metropolitan area. The City has an economic base that relies increasingly on tourism and retail sales activity. In order to preserve the City as a desirable community in which to live, recreate, and do business, a pleasing, visually attractive business environment is of foremost importance. The regulation of signs within the City is a highly contributive means by which to achieve this desired end. The sign regulations in this Chapter are prepared with the intent of enhancing the City's business environment and promoting the continued well-being of the City.

(2) It is the purpose of this Chapter to promote the public health, safety, and general welfare through a comprehensive system of reasonable, consistent, and nondiscriminatory sign standards and requirements. These sign regulations are intended to:

- (a) Enable the identification of places of residence and business.
- (b) Allow for the communication of information necessary for the conduct of commerce.
- (c) Lessen hazardous situations, confusion, and visual clutter caused by proliferation, improper placement, excess illumination, animation, and excessive height, area, and bulk of signs which compete for the attention of pedestrian and vehicular traffic.
- (d) Enhance the attractiveness and economic well-being of the City as a place to live, recreate, and conduct business.
- (e) Protect the public from the dangers of unsafe, improperly placed, cluttered, and poorly maintained signs, as well as other hazardous conditions caused by signs.
- (f) Permit signs that fit in their locational and architectural context and that aid pedestrian and vehicular orientation, and preclude placement of signs in a manner that conceals or obstructs adjacent land uses or signs.
- (g) Encourage signs that are appropriate to the zoning district in which they are located and consistent with the category of use to which they pertain.
- (h) Curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business.
- (i) Preclude signs from conflicting with the principal permitted use of the site or adjoining sites.
- (j) Regulate signs in a manner so as to not interfere with, obstruct vision of, or distract motorists, bicyclists, or pedestrians.
- (k) Require signs to be constructed, installed, and maintained in a safe and aesthetic manner.
- (l) Preserve and enhance the natural and scenic characteristics of this historic community.

(3) The use of signs is regulated according to zoning district. No sign shall be permitted as a main or accessory use except in accordance with the provisions of this Chapter.

(4) This Chapter is not intended to regulate building design, official traffic signs, political signs not located in the public right-of-way, the copy and message of signs, signs not intended to be viewed from a public right-of-way, window displays, product dispensers and point of purchase displays, scoreboards on athletic fields, flags of any nation, government, or noncommercial organization, gravestones, religious symbols, commemorative plaques, the display of street numbers, or any display or construction not defined herein as a sign.

### 7-25-3. Definitions

As used in this chapter:

"A-frame sign" means a portable sign made of two pieces connected by hinges or other hardware and forming the shape of a capital "A" or an inverted "V" when in use.

"Abandoned sign" means a sign which no longer appears to identify, provide directions to, or advertise a current business establishment, service, product, good, event, or activity, or for which no legal owner or lessor can be found upon reasonable diligence.

"Animated sign" means a sign or display manifesting either kinetic or illusionary motion occasioned by natural, manual, mechanical, electrical, or other means. Animated signs include:

(1) "naturally energized" signs whose motion is activated by wind or other atmospheric impingement. Wind driven signs include flags, sails, fins, banners, pennants, streamers, spinners, whirligigs, metallic disks, or other similar devices designed to move in the wind;

(2) "mechanically energized" signs manifesting a repetitious pre-programmed physical movement or rotation in either one or a series of planes activated by means of mechanically based drives; and,

(3) "electrically energized" signs which are illuminated signs whose motion or visual impression of motion is activated primarily by electrical means. Electrically energized animated signs are of two types:

(a) "flashing signs" which are illuminated signs exhibiting a pre-programmed repetitious cyclical interruption of illumination from one or more sources in which the duration of the period of illumination is either the same as or less than the duration of the period of darkness and in which the intensity of illumination varies from zero to 100% during the programmed cycle; and

(b) "illusionary movement signs" which are illuminated signs exhibiting the illusion of movement by means of a pre-programmed repetitious sequential switching action in which illuminated elements of the sign are turned on or off to visually simulate the impression of motion characteristic of chasing, running, blinking, oscillating, twinkling, scintillating, or expanding and contracting light patterns.

"Area" – see "sign, area."

"Awning" means a shelter projecting from and supported by the exterior wall of a building constructed of rigid or nonrigid materials on a supporting framework.

"Awning sign" means a sign painted on, printed on, or attached flat against the surface of an awning.

"Back lit awning" – see "electric awning sign."

"Banner sign" means a sign made of fabric or any nonrigid material with no enclosing framework.

"Billboard" – see "off-premise sign."

"Building" means any structure used or intended to be used for the shelter or enclosure of persons, animals, or property.

"Canopy (building)" means a rigid multi-sided structure covered with fabric, metal, or other material and supported by a building at one or more points or extremities and by columns or posts embedded in the ground at other points or extremities. It may be illuminated by means of internal or external sources.

"Canopy (freestanding)" means a rigid multi-sided structure covered with fabric, metal, or other material and supported by columns or posts embedded in the ground. It may be illuminated by means of internal or external sources.

"Canopy sign" means a sign affixed or applied to the exterior facing surface or surfaces of a building or freestanding canopy.

"Changeable copy sign" means a sign whose informational content can be changed or altered by manual or electric, electro-mechanical, or electronic means. Changeable signs include:

- (1) "manually activated signs" whose alphabetic, pictographic, or symbolic information content can be changed or altered by manual means;
- (2) "electrically activated signs" whose alphabetic, pictographic, or symbolic informational content can be changed or altered on a fixed display surface composed of electrically illuminated or mechanically driven changeable segments. These signs include:
  - (a) fixed message electronic signs whose basic informational content has been pre-programmed to include only certain types of information projection, such as time, temperature, predictable traffic conditions, public service announcements, or other events subject to prior programming; and
  - (b) computer controlled variable message electronic signs whose informational content can be changed or altered by means of computer-driven electronic impulses.

"City" means the City of Tooele unless the context clearly discloses a contrary intent.

"Clearance" (of a sign) means the smallest vertical distance between the grade of the adjacent street, highway, sidewalk, or street curb and the lowest point of any sign, including framework and embellishments, extending over that grade.

"Clear view zone" means the area of a corner lot closest to the intersection which is kept free of visual impairment or obstruction in order to allow full view by both pedestrian and vehicular traffic, as further described in Tooele City Code Section 7-2-11.

"Closing sale sign" means a sign advertising a closing sale regulated by Chapter 4-3.

"Construction sign" means a temporary sign identifying an architect, contractor, subcontractor, and/or material supplier participating in construction on the property on which the sign is located.

"Copy" means the graphic content of a sign surface in either permanent or removable letter, pictographic, symbolic, or alphabetic form.

"Department" means the Tooele City Community Development Department or successor department.

"Directional/information sign" means an on-premise sign giving directions, instructions, or facility information and which may contain the name or logo of an establishment but no advertising copy, e.g., parking or exit and entrance signs. Such signs may contain logo provided that the logo may not comprise more than 20% of the total sign area.

"Director" means the Director of the Community Development Department or authorized designee.

"Double-faced sign" means a sign with two faces essentially back-to-back.

"Dwell time" means the length of time that elapses between changes in the text, images, or graphics on an electronic sign.

"Electric awning sign" or "back lit awning" means an internally illuminated fixed space-frame structure with translucent, flexible reinforced covering designed in awning form and with graphics or copy applied to the visible surface of the awning.

"Electrical sign" means a sign or sign structure in which electrical wiring, connections or fixtures are used.

"Electronic message center" – see "changeable copy signs, electrically activated."

"Electronic sign" or "digital sign" means any sign, video display, projected image, or similar device with text, images, or graphics generated by solid state electronic components. Electronic signs include, but are not limited to, signs that use light emitting diodes (LED), plasma displays, fiber optics, or other technology that results in bright, high-resolution text, images, and/or graphics.

"Facade" means the entire building front including the parapet.

"Face of sign" means the area of a sign on which the copy is placed.

"Feather sign" means a generally narrow vertical temporary sign with or without copy where the sign is mounted onto a pole or individual mounting device with the intent of utilizing natural or man-made air movement.

"Festoons" means a string of ribbons, tinsel, small flags, or pinwheels.

"Flashing sign" – see "animated sign, electrically energized."

"Frontage" means the length of the property line of any one premise along an adjacent public right-of-way.

"Frontage, building" means the length of an outside building wall facing a public right-of-way or other primary vehicular access.

"Government sign" means any temporary or permanent sign erected and maintained by the city, county, state, or federal government for traffic direction or for designation of or direction to any school, hospital, historical site, or public service, property, or facility.

"Ground sign" means a sign which is anchored to the ground similar to a pylon or freestanding sign, but which has a monolithic or columnar line and which maintains essentially the same contour from grade to top.

"Handheld sign" means a temporary sign carried or held by a person.

"Height (of a sign)" means the vertical distance measured from the highest point of the sign, excluding decorative embellishments, to the grade of the adjacent street or the surface grade beneath the sign, whichever is less.

"Identification sign" means a sign whose copy is limited to the name and address of a building, institution, or person or to the activity or occupation being identified.

"Illegal sign" means a sign which does not conform fully to the requirements of this Chapter and which has not received legal nonconforming status.

"Illuminated sign" means a sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.

"Incidental sign" means a small sign, emblem or decal informing the public of goods, facilities, or services available on the premises, e.g., a credit card sign or a sign indicating hours of business.

"Inflatable" means any display, with or without copy, that has a final shape supported by gasses enclosed within a container or is continuously supported by blown air.

"Lot" means a parcel of land legally defined on a subdivision map recorded with the county recorder, or a parcel of land defined by a legal record or survey map.

"Low profile sign" or "monument sign" means a sign mounted directly to the ground with maximum height not to exceed 6 feet and a maximum area not to exceed 40 square-feet.

"Maintenance" means the cleaning, painting, repair, or replacement of defective parts of a sign in a manner that does not alter the basic copy, design, mechanism, or structure of a sign.

"Mansard" means a sloped roof or roof-like facade architecturally comparable to a building wall.

"Marquee" means a permanent roof-like structure or canopy of rigid materials supported by and extending from the facade or any exterior wall of a building.

"Marquee sign" means any sign attached to or supported by a marquee structure.

"Monument sign" – see "low profile sign."

"Motion" means the depiction of movement or change of position of text, images, or graphics on a sign. Motion shall include visual effects such as dissolving and fading text and images, running sequential text, graphic bursts, lighting that resembles zooming, twinkling or sparkling, changes in light or color, transitory bursts of light intensity, moving patterns or bands of light, expanding or contracting shapes, and similar actions.

"Multiple-faced sign" means a sign containing 3 or more faces, not necessarily in back-to-back configuration.

"Nameplate" means a nonilluminated on-premise identification sign giving only the name, address, and/or occupation of an occupant or group of occupants.

"Nonconforming sign" means a sign which was erected legally, but which does not comply with the subsequently enacted provisions of this Chapter.

"Occupancy" means the portion of a building or premises owned, leased, rented, or otherwise lawfully occupied for a given use.

"Off-premise sign" or "billboard" means a sign structure advertising an establishment, merchandise, service, product, or entertainment which is not sold, produced, manufactured, or furnished at the property on which the sign is located.

"Off-premise development sign" means a sign structure advertising available lots and homes for sale at new subdivisions in locations other than which the sign is located.

"Off-site directional sign" means a sign which provides directional assistance to access an establishment conveniently and safely.

"On-premise sign" means a sign which pertains to the use of the premises or property on which it is located.

"Owner" means a person recorded as such on official land or business license records of Tooele County or the City. The owner of property on which a sign is located is presumed to be the owner of the sign unless facts to the contrary are officially recorded or otherwise brought to the attention of the Department, e.g., a sign leased from a sign company.

"Painted wall sign" means any sign which is applied with paint or similar substance on the surface of a wall.

"Parapet" means the extension of a false front or wall above a roof line.

"Person" means any individual, corporation, association, firm, partnership, or similarly defined interest.

"Point of purchase display" means advertising of a retail item accompanying its display, e.g., an advertisement on a product dispenser or a tire display.

"Pole cover" means the cover enclosing or decorating poles or other structural supports of a sign.

"Political sign" means a temporary sign used in connection with a local, state, or national election or referendum.

"Premises" means a parcel of land with its appurtenances and buildings.

"Projection sign" means a sign, other than a flat wall sign, which is attached to and projects from a building wall or other structure.

"Pylon Sign" means an independent sign, greater than 6 feet in height, structurally designed to be fully supported by the earth.

"Real estate sign" means a temporary sign advertising the real estate upon which the sign is located as being for rent, lease, or sale.

"Roof line" means the top edge of a roof or building parapet, whichever is higher, excluding any mansards, cupolas, pylons, chimneys, or minor projections.

"Roof sign" means any sign erected over or on the roof of a building.

"Rotating sign" – see "animated sign, mechanically energized."

"Sign" means any device, structure, fixture, or placard using graphics, symbols, written copy, or other means for the primary purpose of identifying, providing directions to, or advertising any business establishment, product, goods, or services.

"Sign, area":

(1) Projecting and freestanding signs shall have only 1 side of any double- or multiple-faced sign counted in calculating its area. The area of the sign shall be measured as follows if the sign is composed of 1 or more individual cabinets: a rectilinear line of not more than 8 sides shall be drawn around and enclosing the perimeter of each cabinet or module. The line lengths and angles shall be measured and the enclosed area calculated. The perimeter of measurable area shall not include embellishments such as pole covers, framing, decorative roofing, support structures, etc., provided that there is no written advertising copy on such embellishments.

(2) The area of wall signs shall be within a single, continuous perimeter composed of any rectilinear line geometric figure which encloses the extreme limits of the advertising message. If the sign is composed of individual letters or symbols using the wall as the background with no added decoration, the total sign area shall be calculated by measuring the area containing the letters.

"Snipe sign" means a temporary sign or poster affixed to a tree, fence, utility pole, or similar object or to the ground.

"Subdivision identification sign" means a freestanding or wall sign identifying a recognized subdivision, condominium complex or residential development.

"Temporary sign" means a sign not constructed or intended for long-term use.

"Temporary special event sign" means a sign announcing an event that is scheduled and open to the public. The term "temporary special event" shall not include a grand opening sale, a closing sale, a garage sale, or other similar events.

"Twirl time" means the time it takes for static text, images, and graphics on an electronic sign to change to different text, images, or graphics on subsequent sign face.

"Under-canopy sign" means a sign suspended beneath a canopy, ceiling, roof, or marquee.

"Use" means the purpose for which a building, lot, sign, or structure is intended, designed, occupied, or maintained.

"Vehicle sign" means a vehicle utilized for the primary purpose of displaying a sign or of identifying, providing directions to, or advertising any establishment, product, goods, or services. The word "vehicle" includes cars, trucks, and trailers.

(1) Example: a vehicle parked for several days at a location apparently unrelated to the sign on the vehicle is a vehicle sign.

(2) Example: a vehicle containing a sign and parked at the owner's or operator's place of residence or employment is not a vehicle sign.

(3) Example: a bus, taxi, other vehicle containing a sign and operating during the normal course of business is not a vehicle sign.

"Wall sign" means a sign attached essentially parallel to and extending not more than 24 inches from the wall of a building with no copy on the sides or edges. This definition includes painted, individual letter, and cabinet signs, and signs on a mansard.

"Wheeled sign" means any sign moved upon or attached to one or more wheels that is not a vehicle sign.

"Window sign" means a sign installed or painted on the inside of a window and intended to be viewed from the outside.

(Ord. 2015-02, 02-04-2015) (Ord. 2013-03, 06-19-2013) (Ord. 2012-21, 11-21-2012) (Ord. 2010-06, 05-19-2010) (Ord. 2005-21, 09-21-2005) (Ord. 2005-08, 04-20-2005) (Ord. 1994-27, 12-19-1994)

#### **7-25-4. Signs Prohibited**

The following signs are prohibited in all zoning districts:

- (1) abandoned signs;
- (2) animated signs, but not changeable copy signs;
- (3) banners that are not wall signs, pennants, festoons, and search lights, except temporary special event signs;
- (4) signs imitating or resembling official traffic or government signs or signals;
- (5) signs, other than government signs and A-frame signs, placed on any public right-of-way;
- (6) signs on the premises of a home occupation advertising that home occupation;
- (7) off-premise signs, billboards.
- (8) handheld signs;
- (9) vehicle signs;
- (10) wheeled signs;
- (11) snipe signs;
- (12) roof signs;



- (13) inflatable signs; and
- (14) all other signs not permitted by this Chapter.

#### **7-25-4.1. Electronic Billboards Prohibited**

The conversion, remodeling, rehabilitation, or upgrade of an existing off-premise sign or billboard to an electronic sign or digital sign is prohibited.

#### **7-25-5. Permits Required.**

Unless otherwise provided by this chapter, all signs shall require permits and payment of fees. No permit is required for the maintenance of a sign or for a change of copy on painted, printed, or changeable copy signs.

#### **7-25-6. Signs Not Requiring Permits**

The following types of signs are exempted from permit requirements but must be in conformance with all other requirements of this chapter:

- (1) construction signs of 16 square-feet or less;
- (2) directional/information signs of 9 square-feet or less;
- (3) holiday or special events decorations;
- (4) nameplates of 2 square-feet or less;
- (5) political signs;
- (6) public signs or notices, or any sign relating to an emergency;
- (7) real estate signs;
- (8) window signs;
- (9) A-frame signs;
- (10) incidental signs, and,
- (11) temporary special event signs under Section 7-25-12(8)(f)(ii).

#### **7-25-7. Maintenance**

All signs shall be properly maintained. Exposed surfaces shall be clean and painted if paint is required. Defective parts shall be replaced. The Department shall have the right under Section 7-25-30 to order the repair or removal of any sign which is defective, damaged, or substantially deteriorated.

#### **7-25-8. Electronic Signs**

Where allowed, electronic signs shall conform to the following standards.

- (1) Motion. Any motion or appearance of motion is prohibited on an electronic sign face.
- (2) Dwell time. Dwell time shall be at least 3 seconds.
- (3) Twirl time. Twirl time shall not exceed 0.25 seconds.
- (4) Brightness. Sign illumination brightness shall not exceed 80% of natural ambient light conditions during the day and shall not exceed 15% of ambient light conditions at night after dusk.
- (5) Controls. All electronic signs shall contain automatic dimming controls or photocell mechanisms or technologies that automatically adjust sign brightness, dwell time, twirl time, and motion to the standards of this Section.

(6) Size. The maximum portion of a sign that is allowed to be electronic, as opposed to static image, is 75%.

(7) Verification.

(a) Prior to approval of an electronic sign permit, the applicant shall certify that the sign has been tested and complies with the brightness, dwell time, twirl time, motion, and other standards of this Section.

(b) The owners and operators of an electronic sign shall each be severally responsible to submit an annual report to the Building Official certifying that the sign complies with the brightness, dwell time, twirl time, motion, and other standards of this Section.

(c) The City shall have the right to verify compliance, or to receive additional verification of compliance, with the standards of this Section, upon request.

#### **7-25-8.1. Lighting**

Unless otherwise prohibited by this Chapter, all signs may be illuminated.

#### **7-25-9. Changeable Copy**

Unless otherwise specified by this chapter, any sign allowed by this Chapter may be a changeable copy sign.

#### **7-25-10. Sign Contractor's License**

No person may engage in the business of erecting, altering, relocating, constructing, or maintaining signs without a valid contractor's license and all required state and federal licenses.

#### **7-25-11. Indemnification and Insurance**

(1) All persons involved in the maintenance, installation, alteration, or relocation of signs located near or upon any public right-of-way or other public property shall agree to hold harmless and indemnify the City, its officers, agents, and employees against any and all claims of negligence arising from such work.

(2) All persons involved in the maintenance, installation, alteration, or relocation of signs located near or upon any public right-of-way or other public property shall file with the City Recorder a satisfactory certificate of insurance to indemnify the City against liability.

#### **7-25-12. Signs Permitted in All Zoning Districts**

The following signs are allowed in all zoning districts:

- (1) all signs not requiring permits, except those signs prohibited by Section 7-25-4;
- (2) one non-illuminated sign for each street frontage of a construction project, not to exceed 48 square feet in sign area in residential zones or 64 square feet in sign area in all other zones, and such signs may be erected 60 days prior to beginning of construction and shall be removed 30 days following completion of construction;
- (3) one non-illuminated real estate sign per lot or premises not to exceed twelve square feet in sign area, and such signs must be removed 15 days following sale, rental or lease of the real estate involved;
- (4) one non-illuminated attached building nameplate per occupancy, not to exceed two square feet in sign area;
- (5) political signs;
- (6) directional/information signs;

(7) off-site directional signs, not to exceed 9 square feet in area, announcing an event which is open to the public and which has a duration of less than 7 days. Offsite directional signs allowed under this Section may be placed no sooner than 10 days prior to the event opening and shall be removed by the sign permit applicant within 3 days after the event closing; and,

(8) temporary special event signs. A temporary special event sign shall be subject to the following time, place, and manner standards:

(a) shall not exceed 24 square-feet in area;

(b) may be ground-mounted or wall-mounted, but not roof-mounted;

(c) if ground-mounted,

(i) shall not exceed 4 feet in height;

(ii) shall not be located within a clear view zone; and,

(iii) shall not have more than 2 faces;

(d) may be located on any private property with the property owner's written authorization;

(e) shall not exceed 4 signs per event; and,

(f) may be displayed at the following times:

(i) 4 display periods in each calendar year each not to exceed 21 total days prior, during and after the scheduled event, subject to both a permit and a fee, as listed in the Tooele City Fee Schedule, for each display period; and,

(ii) the following established display periods:

(A) Valentine's Day: up to 5 days before and including the holiday;

(B) Easter: up to 5 days before and including the holiday;

(C) Memorial Day: up to 5 days before and including the holiday;

(D) Independence Day (July 4): up to 5 days before and including the holiday;

(E) Pioneer Day (July 24): up to 5 days before and including the holiday;

(F) Labor Day: up to 5 days before and including the holiday;

(G) Thanksgiving Day: up to 10 days before and including the holiday;

and,

(H) Christmas Day and New Year's Day: up to 23 days beginning December 10 and ending January 2.

(9) grand opening signs, not to exceed 30 days per calendar year; and,

(10) closing sale signs.

(11) Off-premise development signs. shall only advertise homes and lots for sale in approved and recorded residential subdivisions in the process of construction and shall comply with the following minimum design standards:

(a) signs shall not exceed 32 square feet.

(b) signs shall only be permitted on lots adjacent to major collector and arterial rights-of-way.

(c) signs shall not exceed 10 feet in height.

(d) shall be permitted one sign per 25 residential units in a development. maximum of 2 signs. and shall only be located on lots within 5000 feet of the development being advertised.

(e) shall be 100 linear feet from any other freestanding sign or structure.

(f) signs shall maintain a 5 foot setback from all property lines.

(g) signs shall not be illuminated.

(h) applicant shall submit written authorization from the owner of the property upon which the sign will be located.

(i) signs must be removed within one year from the date of issuance of the last building permit within a development. Signs may not be modified to advertise other developments, products, services and other general advertising for a developer.

*(j) shall not advertise any development outside of Tooele City boundaries.*

### **7-25-13. Signs Permitted in Residential Zones**

- (1) Signs are allowed as follows in residential zones:
  - (a) all signs as permitted in Section 7-25-12;
  - (b) one subdivision identification sign per street frontage, neighborhood, subdivision or development, not to exceed 48 square feet in sign area in each location;
  - (c) one identification sign per entrance to apartment or condominium complexes, not to exceed 36 square feet in sign area;
  - (d) for permitted nonresidential uses, including churches and synagogues, one freestanding sign, not to exceed 48 square feet in sign area, and one wall sign not to exceed 48 square feet in sign area, except signs advertising a home occupation are prohibited;
  - (e) one bus bench sign at each bona fide stop along a public transit route provided the owners of the benches are authorized to operate in Tooele City and advertising on the benches does not exceed 20 square feet in area.
- (2) All allowed freestanding signs in residential zones shall have a maximum height limit of six feet and shall have a setback of 15 feet from any public right-of-way.

### **7-25-14. Signs Permitted in Commercial Zoning Districts**

- (1) Signs are allowed as follows in commercial zoning districts:
  - (a) all signs as permitted in Sections 7-25-12 and 7-25-13;
  - (b) 1 low profile sign per street frontage;
  - (c) 1 pylon sign per street frontage provided, however, that:
    - (i) building sites located adjacent to a controlled access arterial road (i.e., 106 foot right-of-way) may have no more than 1 pylon sign for every full 300 feet of road frontage;
    - (ii) building sites located adjacent to a limited access collector road (i.e., 84-foot right-of-way) may have no more than 1 pylon sign for every full 175 feet of road frontage;
    - (iii) building sites with less than the required frontage may aggregate their respective frontages to qualify for a pylon sign and collocate on the sign pursuant to written collocation agreement filed with the City;
    - (iv) building sites with more than one street frontage shall be limited to 1 pylon sign;
    - (v) building sites not located adjacent to a controlled access arterial road or limited access collector road shall not have a pylon sign located within 200 feet of said arterial or 100 feet of said collector, respectively;
    - (vi) building sites not located adjacent to a controlled access arterial road or limited access collector road may collocate on an existing pylon sign by contractual arrangement, not as a matter of entitlement, with the owners and/or tenants of building sites containing pylon signs; and
    - (vii) pylon signs shall comply with the following minimum design standards:
      - (A) shall not exceed 1 square-foot in sign area for each lineal foot of property frontage;
      - (B) shall not exceed 150 square-feet in area;
      - (C) shall not exceed 25 feet in height;
      - (D) shall not be placed closer than 50 feet from adjacent building site property lines; and,

TOOELE CITY CORPORATION

RESOLUTION 2019-27

**A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING AN AGREEMENT WITH TOOELE COUNTY FOR MUNICIPAL ELECTIONS.**

WHEREAS, Tooele City is required to conduct municipal elections each odd-numbered year (U.C.A. §20A-1-101 *et seq.*); and,

WHEREAS, the Tooele County Clerk's Office has traditionally assisted Tooele City with municipal elections by preparing ballots, training election officials, providing voting machines, etc., on a cost reimbursement basis; and,

WHEREAS, the County and the City desire to formalize with a written agreement the responsibilities of each party with respect to city elections, and propose the 2019 Municipal Election Agreement attached as Exhibit A; and,

WHEREAS, the estimated cost to be paid by the City to the County for the County's assistance for the 2019 city elections is a total of \$29,992.50 (see Exhibit B); and,

WHEREAS, the City Administration, including the City Recorder, believes it to continue to be in Tooele City's best interest to receive the County's assistance due to its elections experience, personnel, materials, and equipment:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the 2019 Municipal Election Agreement attached as Exhibit A is hereby approved.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

_____	_____
-------	-------

ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

### 2019 Municipal Election Agreement

*Tooele City*

*2019 MUNICIPAL ELECTION AGREEMENT*

*This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Tooele County, a body politic of the State of Utah, hereinafter referred to as "County," and Tooele City, a body politic of the State of Utah, hereinafter referred to as "Entity".*

*WITNESSETH:*

*WHEREAS, pursuant to Section 20A-1-2015 and 20A-1-202, Utah Code Ann. (1953) as amended, Municipalities, towns and Special Districts are authorized and required to hold election in each odd-numbered year, and*

*WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist Entity in holding its Primary (if required) and General Elections in 2019 upon the following terms and conditions; and*

*WHEREAS, the parties are authorized by the Utah Interlocal Cooperation Act as set forth in Chapter 13, Title 11, Utah Code Ann. (1953) as amended, to enter into this Agreement.*

*NOW THEREFORE, in consideration of the mutual terms and conditions set forth hereafter, the parties hereto agree as follows:*

- 1. County agrees to provide to Entity for the Primary Election in August 2019, if required, and for the General Election in November 2019, the following:*
  - a. Test, program, assemble and make available to Entity ADA voting equipment and poll supplies;*
  - b. Provide electronic ballot files for Optical Scan Ballot printing;*
  - c. Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and elections results reports.*
  - d. Determine number of Optical Scan ballots to be printed and mailed to each active voter in entity;*
  - e. Provide preparation and personnel for the public demonstration of the tabulation equipment;*
  - f. Publish all legal notices which include, but are not necessarily limited to election notice, candidate filing, polling locations and ballots, canvass notice, audit notice (if applicable);*





9. *This undertaking shall be jointly administered by the Tooele City Recorder and the Tooele County Clerk.*

*In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs will remain changed.*

*IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each of which shall be deemed an original.*

*TOOELE COUNTY*

*TOOELE CITY*

---

*Marilyn K. Gillette  
Tooele County Clerk*

---

*Tooele City*

## Exhibit B

### Detailed Cost Estimate

**2019 TOOELE COUNTY  
MUNICIPAL ELECTION  
Tooele City Election Estimate**

**Ballot Layout and Programming**

**Poll Workers Compensation Rates**

Poll Manager	2	\$150.00	\$300.00
Ballot Clerk	2	\$140.00	\$280.00
Receiving Clerk	2	\$100.00	\$200.00
Poll Book Clerk	2	\$100.00	\$200.00
Poll Worker Recruitment and Administration	8	\$2.00	\$16.00
			<b>\$996.00</b>

**Election Services**

Public L&A Demonstration (testing, demonstration)	1	\$10.00	\$10.00
Clerk & IT Staff Support	21	\$60.00	\$1,260.00
Ballot set-up (per style)	21	\$25.00	\$525.00
Election Night Ballot Return/Count Team	6	\$20.00	\$120.00
Precinct County/Canvass Preparation	21	\$10.00	\$210.00
		<b>Sub Total</b>	<b>\$2,125.00</b>

**Early Voting**

Poll Manager & Ballot Clerk - 2 hours each			\$100.00
Early Vote Laptop/Poll Pad	2	\$25.00	\$50.00
		<b>Sub Total</b>	<b>\$150.00</b>

**Election Night Counting Services**

**Materials**

By-Mail Ballots (Print, collate, mail)	14601	\$1.50	#####
Test Deck Paper Ballots	1	\$20.00	\$20.00

**Administration**

Signature Verification and Tabulation (each returned)*	7300	\$0.50	\$3,650.00
Provisional Ballots*	50	\$1.00	\$50.00
		<b>Sub Total</b>	<b>#####</b>

**Additional Special Services**

Notices (in newspaper, postcards, certificates, etc.)**			\$1,000.00
Miscellaneous			\$100.00
		<b>Sub Total</b>	<b>\$1,100.00</b>

**Total Election Expense #####**

**TOOELE CITY CORPORATION**

**ORDINANCE 2019-06**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 1-5-9 REGARDING RECONSIDERATION OF CITY COUNCIL VOTES.**

WHEREAS, it is in the public interest to clarify codifications of city policy in the Tooele City Code from time to time; and,

WHEREAS, TCC Section 1-5-9 currently allows reconsideration of City Council votes “where there is present at least as large a number of the council as was present when such vote was taken”; and,

WHEREAS, the City Council believes Section 1-5-9 would be more clear were it to say “where there is present at least **the same** number of the council as was present when such vote was taken”; and,

WHEREAS, this ordinance is in the best interest of Tooele City:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 1-5-9 is hereby amended to read in its entirety as shown in redline in Exhibit A.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

# Exhibit A

TCC Section 1-5-9, Revised

(ii) a local media correspondent; and,

(c) posting written notice on the Utah Public Notice Website.

(4) When because of unforeseen circumstances it is necessary for the council to hold an emergency meeting to consider matters of an emergency or urgent nature, the notice requirements of Subsection (2) may be disregarded and the best notice practicable given. No such emergency meeting of the council shall be held unless an attempt has been made to notify all of its members and a majority votes in the affirmative to hold the meeting. (Ord. 2012-11, 04-04-12); (Ord. 94-12, 03-22-94)

#### **1-5-7. Minutes of open and closed meetings - Public records - Recording of meetings - Approval of minutes.**

(1) Written minutes shall be kept of all open meetings. Such minutes shall include:

- (a) the date, time and place of the meeting;
- (b) the names of members present and absent;
- (c) the substance of all matters proposed,

discussed, or decided, and a record, by individual member, of votes taken;

(d) the names of all citizens who testified during a public hearing and the substance in brief of their testimony;

(e) any other information that any member requests be entered in the minutes.

(2) Written minutes shall be kept of all closed meetings. Such minutes shall include:

- (a) the date, time and place of the meeting;
- (b) the names of members present and absent;
- (c) the names of all others present except where

such disclosure would infringe on the confidence necessary to fulfill the original purpose of closing the meeting.

(3) The minutes of open meetings are classified as public records. The minutes of closed meetings are classified as protected records.

(4) All or any part of an open meeting may be recorded by any person in attendance; provided, the act of recording does not interfere with the peaceful and orderly conduct of the meeting, in the discretion of the council chairperson.

(5) Minutes shall be deemed the official record of the meeting upon the approving vote of the City Council and the approving signature of the City Council chairperson or designee.

(Ord. 2012-11, 04-04-12); (Ord 2009-14, 11-21-09); (Ord. 94-12, 03-22-94)

#### **1-5-8. Achieving a quorum - Voting.**

(1) Attendance of city council members at city council meetings is required unless excused by the chairperson for cause. Should any member of the council refuse or neglect to attend any meeting of the council

without being excused by the chairperson for cause and when notified that such member's presence is necessary to form a quorum, that member may be fined a sum not exceeding \$250.00 upon the vote of a majority of the council.

(2) The vote of each council member voting for or against an ordinance or resolution shall be recorded upon the original thereof. The concurrence of three council members shall be necessary for the passage of any ordinance, resolution or other business item.

(Ord. 2012-11, 04-04-12); (Ord. 94-12, 03-22-94)

#### **1-5-9. Reconsideration.**

No vote of the council shall be reconsidered or rescinded unless at a meeting where there is present at least ~~the same as large a~~ number of the council as was present when such vote was taken.

(Ord. 94-12, 03-22-94)

#### **1-5-10. Claims approval.**

The city council shall examine all claims in excess of \$20,000 presented against the city and when found to be valid obligations of the city, approve their payment.

(2012-11, 04-04-2012) (Ord. 94-12, 03-22-94)

#### **1-5-11. Compensation of city officers and employees.**

(1) The council shall, by resolution in June of each municipal election year, fix the compensation per term of any and all Tooele City officers to be elected.

(2) The council shall adopt a salary schedule for all Tooele City employees with each fiscal year's budget. (Ord. 94-12, 03-22-94)

#### **1-5-12. Council members not to hold created office.**

(1) A council member may not hold or be appointed to any city office or position created, or for which the compensation has increased, during that council member's term, until one year after the council member's term expires.

(2) Subsection (1) shall not apply to a council member serving on any board or appendage of Tooele City government during that member's term of office and as a part of that member's duty as a council member.

(3) As used in this section, "compensation" means anything of economic value which is paid, loaned, given, granted, donated or transferred to any person or business entity, for or in consideration of personal services, materials, property, or anything whatsoever.

(Ord. 2012-11, 04-04-12); (Ord. 94-12, 03-22-94)

#### **1-5-13. Rules.**

The council may, from time to time, make such rules for governing its proceedings as deemed necessary and proper.

(Ord. 94-12, 03-22-94)



**TOOELE CITY CORPORATION**

**ORDINANCE 2019-07**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 1-6 REGARDING MAYORAL POWERS AND DUTIES.**

WHEREAS, it is in the public interest to clarify codifications of city policy in the Tooele City Code from time to time; and,

WHEREAS, TCC Chapter 1-6 (Mayor) is currently written and codified in the male gender, and the City Council believes the chapter should be gender neutral to allow for and respect mayors of any gender; and,

WHEREAS, the City Council believes that Chapter 1-6 should be supplemented to clarify the duties of the Mayor with regard to the preparation and presentation of the tentative and final budget to the City Council, and to require adherence to City purchasing policies and procedures; and,

WHEREAS, the City Council believes that the Mayor should have the power to call upon all able-bodied adults, not just males, in the time of emergency; and,

WHEREAS, this ordinance is in the best interest of Tooele City:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 1-6 (Mayor) is hereby amended to read in its entirety as shown in redline in Exhibit A.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

# Exhibit A

TCC Chapter 1-6, Revised

## CHAPTER 6. MAYOR

### 1-6-1. Mayor and mayor pro tem; vacancy.

### 1-6-2. Mayor.

### 1-6-3. Duties.

### 1-6-4. Powers generally.

### 1-6-5. Messages.

### 1-6-6. Officers.

### 1-6-7. Assistant to mayor. Repealed.

### 1-6-8. Appointments. Repealed.

### 1-6-9. Sign for city.

### 1-6-1. Mayor and mayor pro tem; vacancy.

The chief executive of the City shall be the Mayor, and during ~~the Mayor's his~~ temporary absence or disability, the Chairperson of the City Council shall act as Mayor Pro Tem, who during such absence or disability shall possess the power of Mayor. Whenever a vacancy shall happen in the office of Mayor, the Council shall appoint an interim Mayor until the next Municipal election and until ~~a his~~ successor is elected and qualified.

(Ord. 2012-11, 04-04-12); (Ord. 67-3, 08-14-67)

### 1-6-2. Mayor.

The Mayor shall be the chief executive officer of the City.

(Ord. 67-3, 08-14-67)

### 1-6-3. Duties.

The Mayor shall perform all duties which are or may be prescribed by law or this Code and shall see that they are faithfully executed.

(Ord. 2012-11, 04-04-12); (Ord. 67-3, 08-14-67)

### 1-6-4. Powers generally.

The Mayor shall exercise within the City limits the power conferred upon ~~the Mayor him~~ to suppress disorder and keep peace. The Mayor shall have authority to grant full pardons for violations of the provisions of this Code or to remit so much of any fine or penalty as belongs to the City, together with the costs of prosecution when to ~~the Mayor him~~ it shall seem just, reasonable, and a meritorious cause. ~~He~~The Mayor shall report to the Council the number of fines remitted and pardons granted and the reasons therefor. ~~He~~The Mayor may permit the use of the facilities in the City Hall, by proper persons and for proper purposes, but not to interfere with the rights and uses of the City. ~~He~~The Mayor shall have power and authority at all times to examine and inspect the books, records and papers of any officer or agent employed by the City. ~~He~~The Mayor shall have power, when necessary, to call upon every ~~male~~ inhabitant of the City over the age of twenty-one (21) years to aid in enforcing the laws and provisions of this Code, in suppressing riots and other disorderly conduct. ~~His~~The Mayor's powers and duties

shall include:

(1) To appoint and dismiss from employment all persons employed by the City except for the city recorder or other employees appointed by the Council, and except as conditioned upon Council consent, both as provided by the Charter. All such appointments are to be made on the basis of fitness alone.

(2) To have direct supervision and responsibility over operations in the Finance Department, City Attorney's Office, City Recorder's Office, Human Resources Department, Police Department, Fire Department, City Hall, Community Development Department, Public Works Department, Parks and Recreation Department, and other administrative departments as may be created or amended from time to time. Included as a part thereof, ~~he~~the Mayor shall have direct supervision of the construction, improvements, repairs, and maintenance of streets, sidewalks, alleys, lanes, bridges, and other public highways; of sewers, drains, ditches, culverts, streams and water courses, and gutters and curbs; of all public buildings, boulevards, parks, playgrounds, squares, and other grounds and facilities belonging to the City; and the collection and disposal of waste materials.

(3) To care for and preserve all machinery, tools, appliances, facilities, and property belonging to the City.

(4) To oversee the issuing of building permits, the inspection of buildings, plumbing, and wiring, subject to uniform codes adopted by the City.

(5) To act as the purchasing agent for the City through ~~an authorized his~~ designee, ~~to see that city codes and purchasing policies are adhered to~~, to approve all claims against the City less the \$20,000.00, and to see that all goods purchased by and for the City are received as per contract.

(6) To attend all meetings of the Council with the right to take part in the discussion but not to vote, except in case of a tie vote of the Council; to recommend to the Council for adoption such measures as ~~he~~the Mayor may deem necessary or expedient.

(7) To prepare the annual ~~tentative~~ budget (to be construed as a financial estimate only) ~~and present it to the City Council by the first Wednesday in May, to prepare and present the annual final budget to the City Council as required by state law~~, and to keep the Council advised as to the financial condition and needs of the City.

(8) To perform such other duties as may be required by ordinance or resolution of the Council or otherwise allowed by the Charter or by State law.

(Ord. 2012-11, 04-04-12); (Ord. 95-21, 01-06-96); (Ord. 76-23, 11-11-76; Ord. 67-3, 08-14-67)

### 1-6-5. Messages.

The Mayor shall from time to time give the Council information relative to the affairs of the City and shall recommend for their consideration such measures as ~~the~~

Mayor ~~he~~ may deem expedient.  
(Ord. 67-3, 08-14-67)

**1-6-6. Officers.**

The Mayor shall appoint the following officers: city attorney, treasurer, police chief, fire chief, four members of the Planning Commission, all department heads except the city recorder, and members of advisory boards as provided by this Code, with the consent of the City Council, except as expressly permitted otherwise by the City Code or Utah Code. (The following officers shall be appointed by the Council: ~~city recorder, auditor, annual independent auditor, and three members of the Planning Commission.~~) ~~The Mayor, by and with the consent of the Council, shall appoint the city attorney.~~

(Ord. 2012-11, 04-04-12); (Ord. 94-56, 01-31-95);  
(Ord. 67-3, 08-14-67)

**1-6-7. Assistant to mayor. Repealed.**

(Ord. 2012-11, 04-04-12)

**1-6-8. Appointments. Repealed.**

(Ord. 2012-11, 04-04-12)

**1-6-9. Sign for city.**

The Mayor shall sign ~~all~~ contracts, leases, deeds, and other writings on the part of the City as authorized by resolution of the Council or as required by law. Notwithstanding, the Mayor shall have authority to sign ~~all~~ contracts on the part of the City which are administrative in nature and which are for less than \$20,000.00, without further City Council authorization.

(Ord. 2012-11, 04-04-12); (Ord. 2000-17, 08-16-2000);  
(Ord. 67-3, 08-14-67)

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-29**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPOINTING KARI SCRIBNER TO THE ADMINISTRATIVE CONTROL BOARD OF THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT.**

WHEREAS, the Tooele City Council created the North Tooele City Special Service District (“District”) on June 16, 1999, pursuant to Sections 17A-2-1301 through 17A-2-1332, Utah Code (since renumbered to U.C.A. Title 17D, Chapter 1); and,

WHEREAS, the aforementioned Utah Code sections allow for the establishment of an administrative control board (“Board”) for the District, the powers of that Board being specified by the Utah Code and by the governing authority of the District, which is the Tooele City Council; and,

WHEREAS, the term of board members is generally four years (U.C.A. Section 17D-1-304); and,

WHEREAS, Michael Maloy and Erick Brondum no longer serve on the Board, and Kari Scribner has expressed an interesting in serving on the Board, to which the Board has consented:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Kari Scribner is hereby appointed to serve as a member of the Administrative Control Board of the North Tooele City Special Service District, for a term ending December 31, 2022, as further indicated below:

<b>Name</b>	<b>Term of Service</b>	<b>Length of Service</b>
Jed Winder	01-01-18 to 12-31-21	since 03-19-08
Maresa Manzione	01-01-18 to 12-31-21	since 04-20-11
Jeff Hammer	01-18-17 to 12-31-20	since 01-18-17
Katrina Call	06-30-17 to 12-31-20	since 06-30-17
Travis Brady	08-16-17 to 12-31-20	since 08-16-17
Amanda Graf	03-20-19 to 12-31-22	since 03-20-19
Kari Scribner	04-03-19 to 12-31-22	since 04-03-19

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

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

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney



TOOELE CITY CORPORATION

RESOLUTION 2019-33

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH \_\_\_\_\_ FOR THE INSTALLATION OF A NEW IRRIGATION SYSTEM AT ELTON PARK.**

WHEREAS, the City Council and City Administration desire to install a new automated irrigation system at Elton Park, including POC, main closed loop line, supply lines, sprinkler heads, and controls, and including the providing of as-built plans ("Improvements"); and,

WHEREAS, \_\_\_\_\_ (Contractor) has submitted a competitive bid of \$ \_\_\_\_\_ to install the Improvements; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to approve a contract (see Exhibit A) with the Contractor to install the Improvements:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that a contract with \_\_\_\_\_ to construct the pavilion is hereby approved in the amount of \$ \_\_\_\_\_.

This Resolution is in the best interest of the general welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

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

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

SEAL

Approved as to Form:

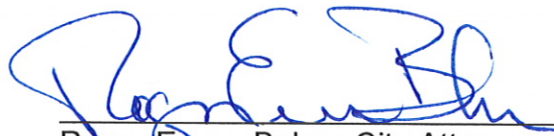
  
Roger Evans Baker, City Attorney

Exhibit A

Contract

**DOCUMENT 00 52 00**

**AGREEMENT**

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: \_\_\_\_\_
- B. Address: \_\_\_\_\_
- C. Telephone number: \_\_\_\_\_
- D. Facsimile number: \_\_\_\_\_

**1.2 OWNER**

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

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**Elton Park Irrigation Project**

**1.4 ENGINEER**

- A. Designer GPS Golf As-Built Design is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

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

3. \_\_\_\_\_

4. \_\_\_\_\_

C. An Agreement Supplement [ ] is, [ ] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: \_\_\_\_\_ Dollars

## 2.2 CONTRACT TIME

A. The Work shall be substantially completed by October 1, 2019 and fully completed by October 15, 2019.

B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. \_\_\_\_\_

## 2.3 PUNCH LIST TIME

A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.

B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

## 2.4 LIQUIDATED DAMAGES

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

### 1. Late Contract Time Completion:

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

2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.
3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

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

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

### **PART 3 EXECUTION**

#### **3.1 EFFECTIVE DATE**

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

#### **3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT**

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



**TOOELE CITY CORPORATION**

**RESOLUTION 2019-32**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH CHRISTENSEN AND GRIFFITH CONSTRUCTION COMPANY (C&G) FOR THE CONSTRUCTION OF A PAVILION AT THE OQUIRRH HILLS GOLF COURSE.**

WHEREAS, the City Council and City Administration desire to use P.A.R. tax and other revenues to construct a 45-foot by 54-foot post and beam event pavilion at the Oquirrh Hills Golf Course clubhouse; and,

WHEREAS, Christensen & Griffith Construction Company (C&G) has submitted a competitive bid of \$210,719.84 to construct the pavilion; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to approve a contract (see Exhibit A) with the C&G to construct the pavilion:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that a contract with the C&G to construct the pavilion is hereby approved in the amount of \$210,719.84.

This Resolution is in the best interest of the general welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

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



TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

SEAL

Approved as to Form:

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

Exhibit A

Contract

**DOCUMENT 00 52 00**

**AGREEMENT**

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: Christensen & Griffith Construction Company
- B. Address: 30 S Tooele Blvd, Tooele, UT 84074
- C. Telephone number: (435) 882-1529
- D. Facsimile number: \_\_\_\_\_

**1.2 OWNER**

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

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**Oquirrh Hills Golf Course Pavilion**

**1.4 ENGINEER**

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

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
  - 1. Base Bid.
- C. Based upon the above awarded schedules, the Contract Price awarded is: **\$210,719.84.**

## 2.2 CONTRACT TIME

- A. The Work shall be substantially completed by May 3, 2019 and fully completed by May 10, 2019.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time.

## 2.3 PUNCH LIST TIME

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

## 2.4 LIQUIDATED DAMAGES

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

1. **Late Contract Time Completion:**

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

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

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

a limitation upon OWNER's right to recover the full amount of such damages.

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

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

### **PART 3 EXECUTION**

#### **3.1 EFFECTIVE DATE**

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

#### **3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT**

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

**Acknowledgment**

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary's signature

\_\_\_\_\_  
Residing at

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

Notary's seal

**3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: \_\_\_\_\_

B. Please print name here: \_\_\_\_\_

C. Title: \_\_\_\_\_

ATTEST:

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

S E A L

APPROVED AS TO FORM

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

February 2019  
Oquirrh Hills Golf Course Pavilion

END OF DOCUMENT

**STAFF REPORT**

March 21, 2019

**To:** Tooele City Planning Commission  
Business Date: March 27, 2019

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, City Planner / Zoning Administrator

**Re: Tooele City Police Station – Final Plat Subdivision Request**

Application No.: P19-171  
Applicant: Tooele City  
Project Location: 70 North Garden Street  
Zoning: GC General Commercial Zone  
Acreage: 2.27 Acres (Approximately 98,880 ft<sup>2</sup>)  
Request: Request for approval of a Final Plat Subdivision in the GC General Commercial zone regarding the consolidation of five individual metes and bounds parcels into one platted subdivision lot and creating necessary utility easements.

**BACKGROUND**

This application is a request for approval of a Final Plat Subdivision for approximately 2.27 acres located at 70 North Garden Street. The property is currently zoned GC General Commercial. The applicant is requesting that a Final Plat Subdivision plat be approved in order to consolidate five metes and bounds parcels into one platted subdivision lot. The plat will also finalize various public utility and drainage easements on the property.

**ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan calls for the Commercial land use designation for the subject property. The property has been assigned the GC General Commercial zoning classification. The purpose of the GC to encourage the establishment of a wide variety of retail commercial uses, service commercial activities, entertainment and other services and activities meeting the needs of the residents of the City. The General Commercial District (GC) allows and encourages that retail and service businesses and related uses be grouped together into commercial centers. The uses and activities allowed in this District should enhance employment opportunities, provide for commercial activities and services required by residents of the city and surrounding areas, encourage the efficient use of land, enhance property values and add to the overall strength of the city's tax base. The GC General Commercial zoning designation is identified by the General Plan as a preferred zoning classification for the Commercial land use designation. Properties to the north, west and south are all zoned GC General Commercial. Properties to the east are zoned R1-7 Residential. Mapping pertinent to the subject request can be found in Exhibit "A" to this report.

*Subdivision Layout.* This is a one lot subdivision plat that is the mechanism Tooele City has chosen to use to consolidate five older metes and bounds parcels into one platted lot. Tooele City ordinance requires new lots in the GC zone to be 3 acres but provides a reduction in lot size to properties that are existing GC zones. The property has been GC zone for many years and is not requiring a zoning map amendment. The lot itself exceeds all requirements for lot frontages and lot widths.



The subdivision plat also facilitates the vacation and creation of various public utility and drainage easements on the property. Existing overhead power line easements on the property will be vacated and public utility and drainage easements will be created along the perimeter of the parcel.

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

## **REVIEWS**

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

1. The subdivision lot as proposed meets or exceeds all minimum requirements as found in the GC General Commercial zone regarding lot size, lot width and lot frontages.

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

*Noticing.* Subdivisions do not require a public hearing and therefore do not require noticing.

## **STAFF RECOMMENDATION**

Staff recommends approval of the request for a Final Plat Subdivision by Tooele City, application number P19-171, subject to the following conditions:

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

This recommendation is based on the following findings:

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

GC General Commercial zone regarding lot size, lot width and lot frontages.

**MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Tooele City Police Station Final Plat Subdivision Request by Tooele City for the purpose of creating a new 1 lot subdivision, application number P19-171, based on the findings and subject to the conditions listed in the Staff Report dated March 21, 2019:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Tooele City Police Station Final Plat Subdivision Request by Tooele City for the purpose of creating a new 1 lot subdivision, application number P19-171, based on the following findings:”

1. List any findings...

**EXHIBIT A**

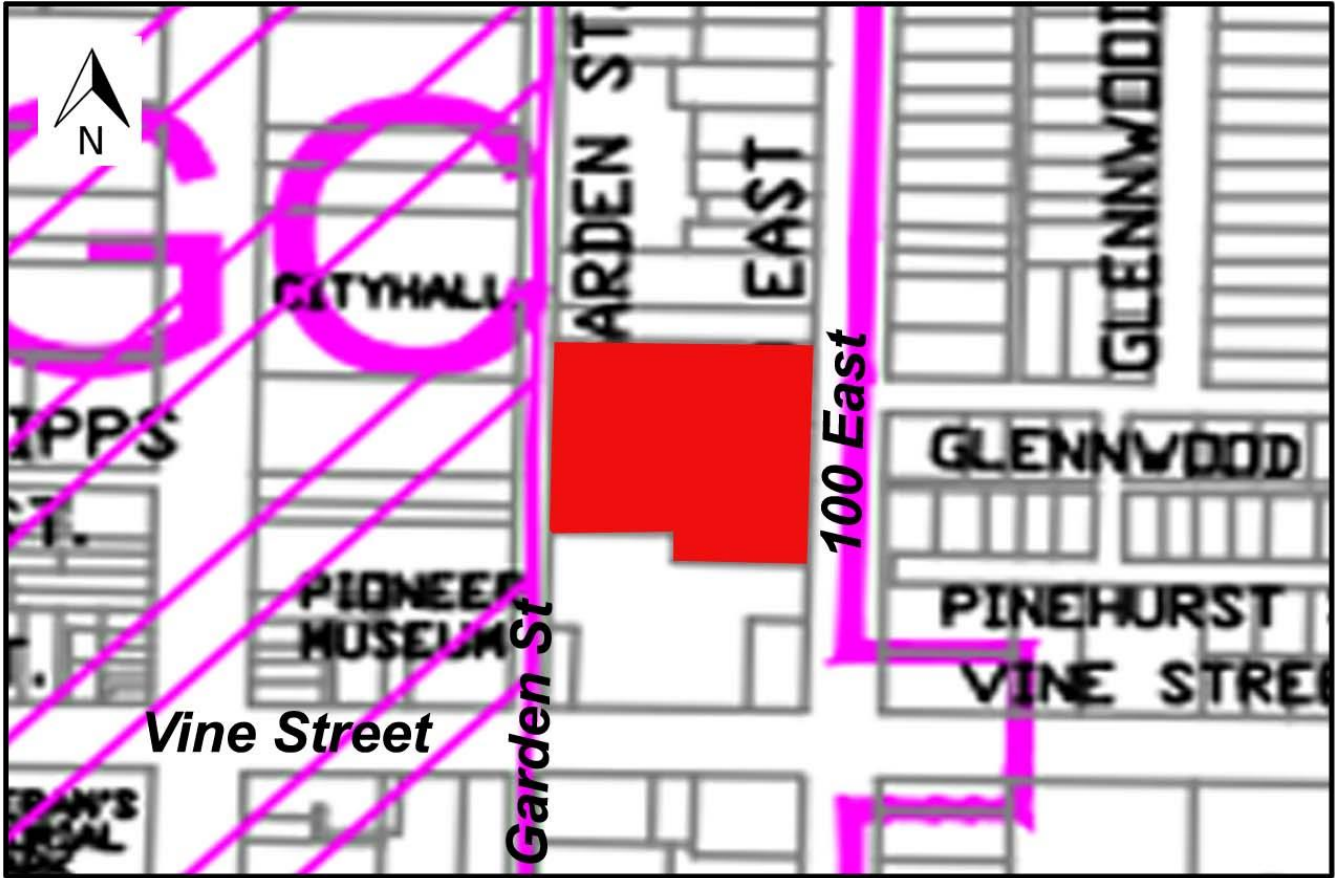
**MAPPING PERTINENT TO THE TOOEELE CITY POLICE STATION FINAL PLAT  
SUBDIVISION**

***Tooele City Police Station Site Plan Design Review***



***Aerial View***

**Tooele City Police Station Site Plan Design Review**

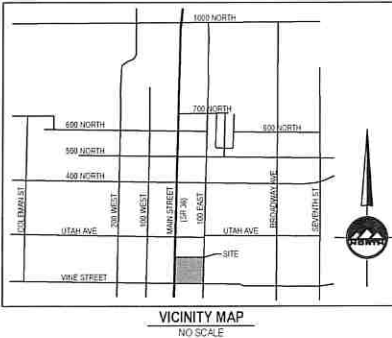


**Current Zoning**

**EXHIBIT B**  
**PROPOSED DEVELOPMENT PLANS**

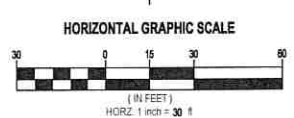
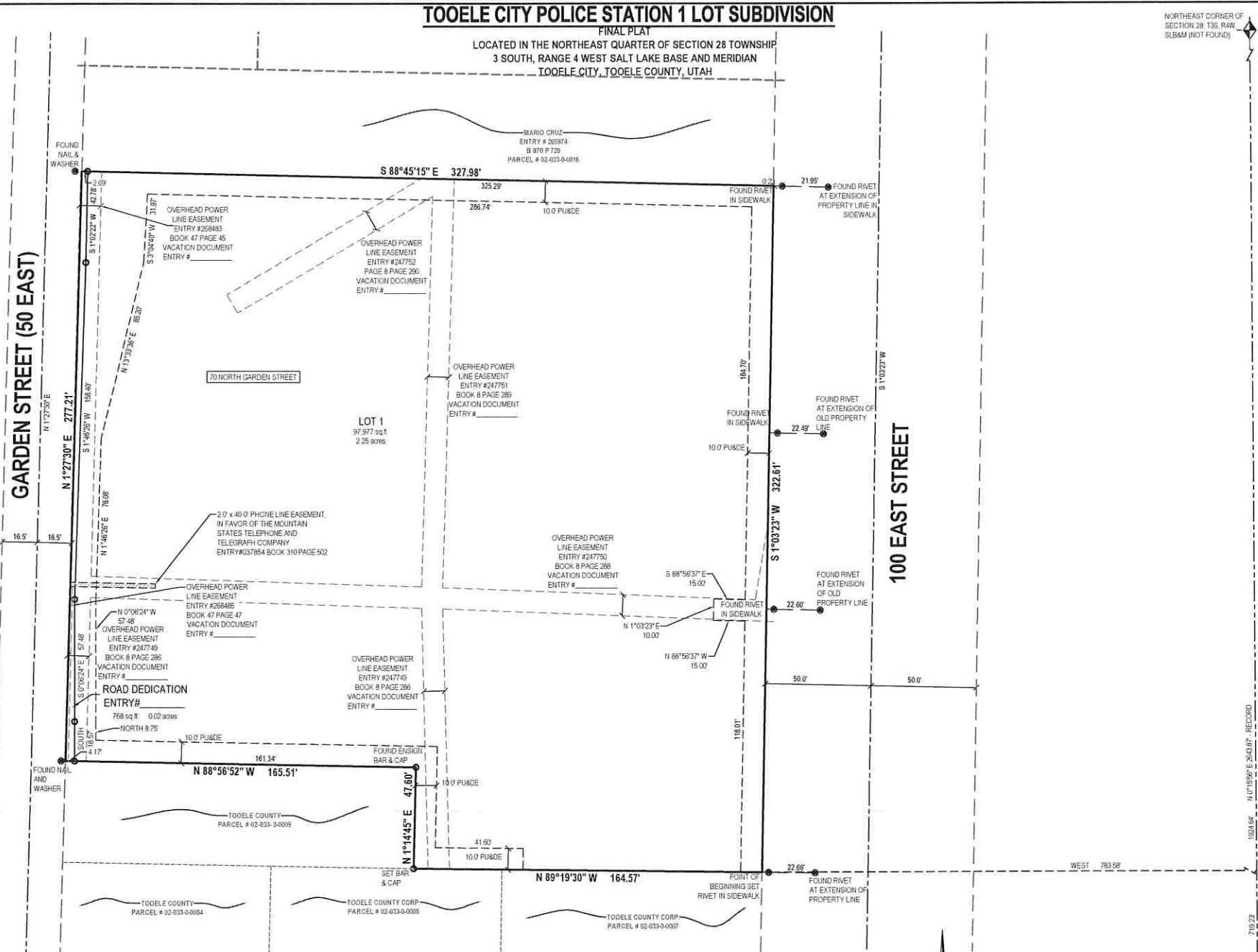
**811** CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.  
Know what's below.  
Call before you dig.

**BENCHMARK**  
RIVET IN SIDEWALK AT THE NORTHEAST  
CORNER OF THE PROPERTY  
ELEVATION +5142.35  
SECONDARY  
RIVET IN SIDEWALK AT THE SOUTHEAST  
CORNER OF PROPERTY  
ELEVATION +5150.45



**TOOELE CITY POLICE STATION 1 LOT SUBDIVISION**

FINAL PLAT  
LOCATED IN THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP  
3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN  
TOOELE CITY, TOOELE COUNTY, UTAH



**ENSIGN**  
SALT LAKE CITY  
45 W 10000 S, Suite 500  
Sandy, UT 84070  
Phone: 801.255.0525  
Fax: 801.255.8449  
WWW.ENSIGN.COM

**LAYTON**  
Phone: 387.547.1100  
**TOOELE**  
Phone: 433.443.3300  
**CEDAR CITY**  
Phone: 433.343.3300  
**RICHFIELD**  
Phone: 433.350.0107  
**COLORADO SPRINGS**  
Phone: 314.870.0110

**SHEET 1 OF 1**  
PROJECT NUMBER: #172  
MANAGER: D KINSMAN  
DRAWN BY: C CARPENTER  
CHECKED BY: D KINSMAN  
DATE: 3/20/19

**TOOELE CITY COUNCIL APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
  
CHAIRMAN TOOELE CITY COUNCIL \_\_\_\_\_ ATTEST \_\_\_\_\_

**DEVELOPER**  
TOOELE CITY  
90 NORTH MAIN STREET  
TOOELE, UTAH, 84074  
435-843-2100

**ROCKY MOUNTAIN POWER COMPANY**  
1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.  
2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(A)(3)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:  
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY  
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS  
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR  
(4) ANY OTHER PROVISION OF LAW  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY \_\_\_\_\_ TITLE \_\_\_\_\_

**DOMINION ENERGY**  
DOMINION ENERGY APPROVED THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT.  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE DOMINION ENERGY  
SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**  
I, Douglas J. Kinsman, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 334575, as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as **TOOELE CITY POLICE STATION 1 LOT SUBDIVISION**, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

**SURVEYORS NARRATIVE**  
The basis of bearing for this survey is the line between the found monuments at the East Quarter Corner and the Southeast Corner of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, which bears South 0°15'55" East 2843.87 feet (record and measured).  
**BOUNDARY DESCRIPTION**  
As Surveyed Description  
A parcel of land, situated in the Northeast Quarter of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:  
Beginning at a point on the west line of 100 East Street, which is located North 0°15'55" West 719.23 feet along the Section line and West 783.58 feet from the found monument at the East Quarter Corner of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:  
thence North 89°19'30" West 164.57 feet;  
thence North 1°14'45" East 47.60 feet;  
thence North 88°56'52" West 165.51 feet to the east line of 50 East Street;  
thence North 1°27'30" East 277.21 feet along said east line;  
thence South 88°49'15" East 327.98 feet to the west line of said 100 East Street;  
thence South 1°03'23" West 322.81 feet along said west line to the Point of Beginning.

Parcel contains: 98,745 square feet or 2.27 acres  
**MARCH 20, 2019**  
Date  
Douglas J. Kinsman  
License no. 334575



**OWNER'S DEDICATION**  
Known all men by these presents that I, we, the under- signed owner (s) of the above described tract of land, having caused same to be subdivided, hereafter known as the  
**TOOELE CITY POLICE STATION 1 LOT SUBDIVISION**

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public Use. In witness whereof I, we have hereunto set our hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_  
By Municipal Bldg. Authority of Tooele City, Utah, \_\_\_\_\_ By \_\_\_\_\_  
Tooele City Mayor, Debbie Winn  
By \_\_\_\_\_ By \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**  
STATE OF UTAH, County of Tooele, J.S.S.  
On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, personally appeared before me, the undersigned Notary Public, in and for said County of \_\_\_\_\_ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the \_\_\_\_\_ and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Corporation by authority of a resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.  
MY COMMISSION EXPIRES \_\_\_\_\_  
RESIDING IN \_\_\_\_\_ COUNTY

**TOOELE CITY POLICE STATION 1 LOT SUBDIVISION**  
FINAL PLAT  
LOCATED IN THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP  
3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN  
TOOELE CITY, TOOELE COUNTY, UTAH

**PLANNING COMMISSION APPROVAL**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
CHAIRMAN TOOELE CITY PLANNING COMMISSION \_\_\_\_\_

**COMMUNITY DEVELOPMENT APPROVAL**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
TOOELE CITY COMMUNITY DEVELOPMENT \_\_\_\_\_

**COUNTY HEALTH DEPARTMENT APPROVAL**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
TOOELE COUNTY HEALTH DEPT \_\_\_\_\_

**COUNTY SURVEYOR APPROVAL**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
RECORD OF SURVEY FILE # 2013-0012-01  
TOOELE COUNTY SURVEYOR \_\_\_\_\_

**CITY ENGINEER'S APPROVAL**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
TOOELE CITY ENGINEER \_\_\_\_\_

**COUNTY TREASURER**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
TOOELE COUNTY TREASURER \_\_\_\_\_

**CITY ATTORNEY'S APPROVAL**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
TOOELE CITY ATTORNEY \_\_\_\_\_

**TOOELE COUNTY RECORDER**  
RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE  
REQUEST OF: \_\_\_\_\_  
DATE \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
FEES \_\_\_\_\_ TOOELE COUNTY RECORDER \_\_\_\_\_

**STAFF REPORT**

March 19, 2019

**To:** Tooele City Planning Commission  
Business Date: March 27, 2019

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, City Planner / Zoning Administrator

**Re: Providence at Overlake Phase 3 – Final Plat Subdivision Request**

Application No.: P18-894  
Applicant: Howard Schmidt  
Project Location: Approximately 1400 North 400 West  
Zoning: R 1-7 Residential Zone  
Acreage: Approximately 12 Acres (522,720 ft<sup>2</sup>)  
Request: Request for approval of a Final Plat Subdivision in the R 1-7 Residential zone regarding the creation of 48 single-family residential lots.

**BACKGROUND**

This application is a request for approval of a Final Plat Subdivision for approximately 12 acres located at approximately 1400 North 400 West. The property is currently zoned R 1-7 Residential. The applicant is requesting that a Final Plat Subdivision be approved to allow for the development of the currently vacant site as a 48 lot single-family subdivision.

**ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan calls for the Residential land use designation for the subject property. The property has been assigned the R 1-7 Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R 1-7 zone is to “provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City’s residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single family dwellings, two-family dwellings and multi-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.” All surrounding properties are currently zoned R1-7 Residential. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

*Subdivision Layout.* Providence at Overlake Phase 3 is a very straight-forward subdivision. The subdivision is laid out with streets running north to south and a connection to Providence Way that in turn connects to Clemente Way. This subdivision will construct a portion of Berra Boulevard and will leave stubs on the east side and west side for future connections as well as stubs to the south as connections for future phases in the Providence at Overlake Subdivision.

Each lot within Phase 3 meets or exceeds all standards of lot width, lot frontage and lot size as required by the R1-7 Residential ordinance. There are no open spaces, double fronting lots or storm water

management basins to maintain and there are no fencing requirements for this phase of the subdivision.

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

## **REVIEWS**

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

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

## **STAFF RECOMMENDATION**

Staff recommends approval of the request for a Final Plat Subdivision by Howard Schmidt, , application number P18-894, subject to the following conditions:

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

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.
6. The subdivision as proposed meets and/or exceeds all development standards as required by Tooele City's Subdivision ordinance and the R1-7 zoning district.

## **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Providence at Overlake Phase 3 Final Plat Subdivision Request by Howard Schmidt, to create 48 single family lots at approximately 1400 North 400 West, application number P18-894, based



on the findings and subject to the conditions listed in the Staff Report dated March 19, 2019”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Providence at Overlake Phase 3 Final Plat Subdivision Request by Howard Schmidt, to create 48 single family lots at approximately 1400 North 400 West, application number P18-894, based on the following findings:”

1. List any findings...

**EXHIBIT A**

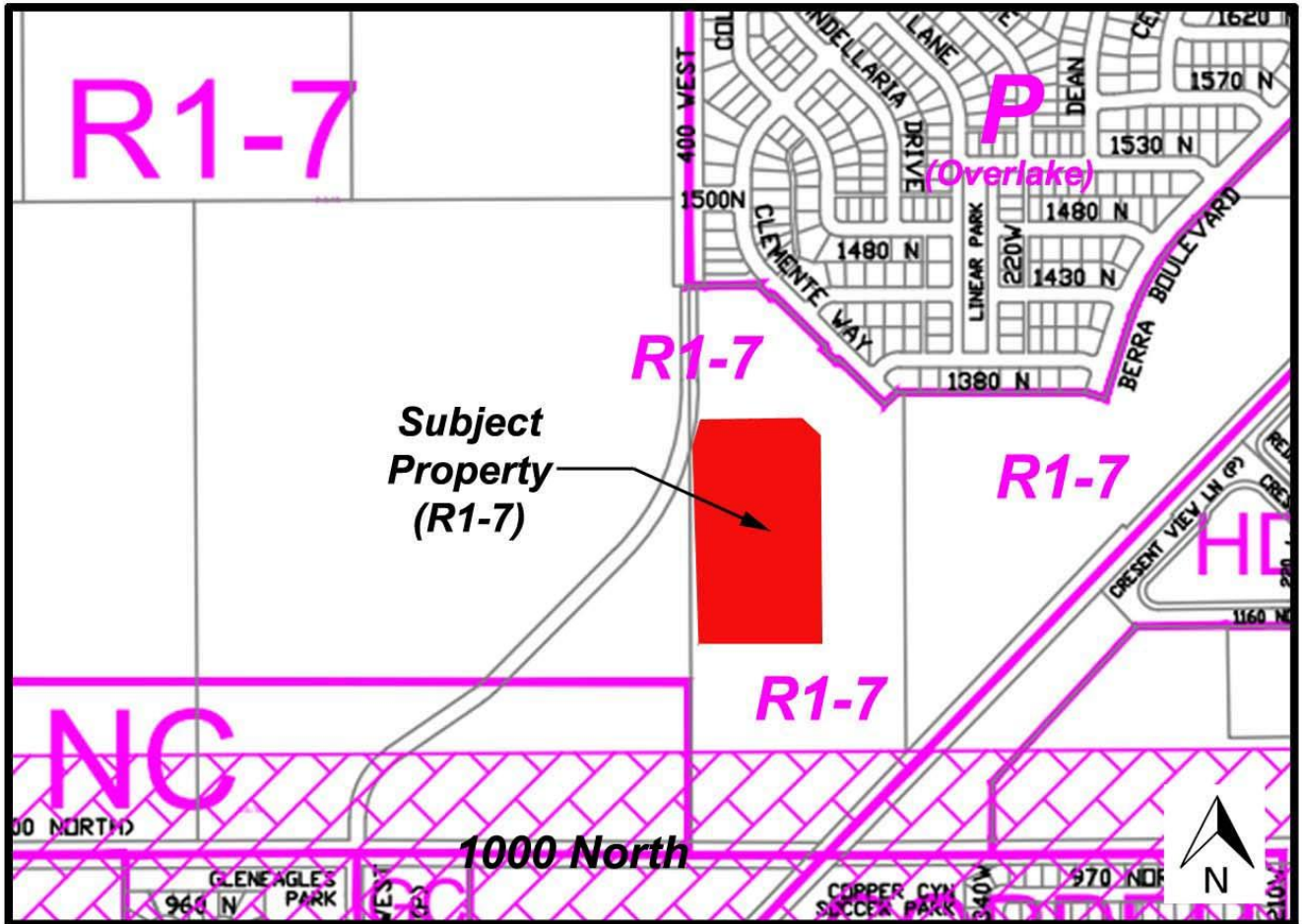
**MAPPING PERTINENT TO THE PROVIDENCE AT OVERLAKE PHASE 3 FINAL  
PLAT SUBDIVISION**

***Providence at Overlake Phase 3 Final Plat***



***Aerial View***

**Providence at Overlake Phase 3 Final Plat**



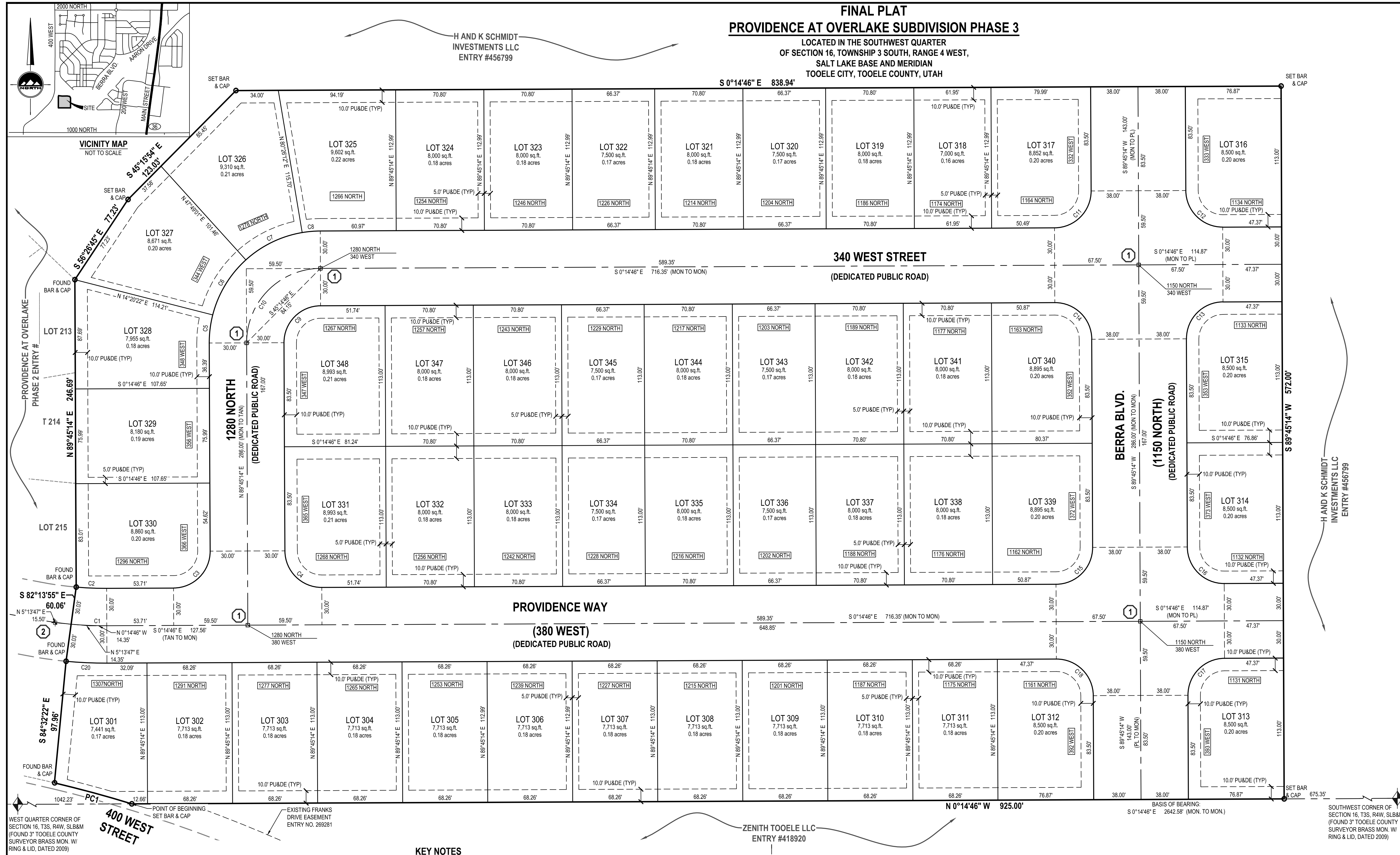
**Current Zoning**

**EXHIBIT B**  
**PROPOSED DEVELOPMENT PLANS**

# FINAL PLAT PROVIDENCE AT OVERLAKE SUBDIVISION PHASE 3

LOCATED IN THE SOUTHWEST QUARTER  
OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
SALT LAKE BASE AND MERIDIAN  
TOOELE CITY, TOOELE COUNTY, UTAH

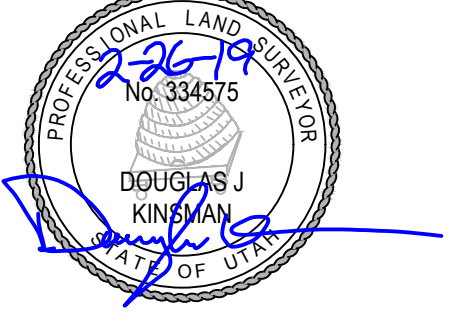
H AND K SCHMIDT  
INVESTMENTS LLC  
ENTRY #456799



**SURVEYOR'S CERTIFICATE**  
I, Douglas J. Kinman, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 334575, as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, and streets, hereafter to be known as **PROVIDENCE AT OVERLAKE SUBDIVISION PHASE 3**, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

**BOUNDARY DESCRIPTION**  
A parcel of land, situate in the Southwest Quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Tooele County, Utah, more particularly described as follows:  
Beginning at a point on the section line, said point being South 0°14'46" East 1042.23 feet along the section line from the West Quarter Corner of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:  
thence Northeasterly 64.32 feet along the arc of a 1047.00-foot radius curve to the left (center bears North 73°00'48" West and the long chord bears North 15°13'30" East 64.31 feet through a central angle of 3°13'11.7"), along a future road dedication called 400 West Street, to the south line of Providence at Overlake Subdivision Phase 2;  
thence South 84°32'22" East 97.96 feet along said subdivision;  
thence South 82°13'55" East 60.06 feet along said south line;  
thence North 89°45'14" East 246.69 feet along said south line of said subdivision;  
thence South 56°29'45" East 77.23 feet;  
thence South 45°15'54" East 123.03 feet;  
thence South 0°14'46" East 838.94 feet;  
thence South 89°45'14" West 572.00 feet to the section line;  
thence North 0°14'46" West 925.00 feet along said section line, to the Point of Beginning.  
Parcel contains: 546,589 square feet or 12.55 acres.

FEB 26, 2019  
Date  
Douglas J. Kinman  
License No. 334575



CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	300.00'	28.67'	5°28'33"	S2°29'31"W	28.66'
C2	270.00'	24.48'	5°11'38"	S2°21'03"W	24.47'
C3	29.50'	46.34'	90°00'00"	S45°14'46"E	41.72'
C4	29.50'	46.34'	90°00'00"	S44°45'14"W	41.72'
C5	89.50'	22.78'	14°35'08"	N82°57'12"W	22.72'
C6	89.50'	52.29'	33°28'38"	N58°55'18"E	51.55'
C7	89.50'	50.95'	32°37'11"	N25°52'24"W	50.27'
C8	89.50'	14.55'	9°19'02"	N4°54'17"W	14.54'
C9	29.50'	46.34'	90°00'00"	N45°14'46"W	41.72'
C10	59.50'	93.46'	90°00'00"	N45°14'46"W	84.15'
C11	29.50'	46.34'	90°00'00"	S45°14'46"E	41.72'
C12	29.50'	46.34'	90°00'00"	S44°45'14"W	41.72'
C13	29.50'	46.34'	90°00'00"	N45°14'46"W	41.72'
C14	29.50'	46.34'	90°00'00"	N44°45'14"E	41.72'
C15	29.50'	46.34'	90°00'00"	S45°14'46"E	41.72'
C16	29.50'	46.34'	90°00'00"	S44°45'14"W	41.72'
C17	29.50'	46.34'	90°00'00"	N45°14'46"W	41.72'
C18	29.50'	46.34'	90°00'00"	N44°45'14"E	41.72'
C20	330.00'	32.87'	5°42'25"	S2°36'27"W	32.86'
C46	29.50'	46.34'	90°00'00"	S45°14'46"E	41.72'
PC1	1047.00'	64.32'	3°13'11.7"	N15°13'36"E	64.31'

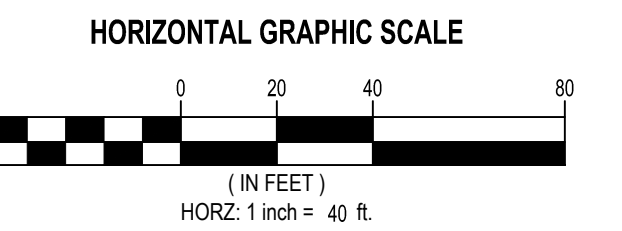
**OWNER'S DEDICATION**  
Known all men by these presents that the undersigned are the owner(s) of the herein described tract of land and hereby cause the same to be divided into lots and streets together with easements as set forth hereafter to be known as **PROVIDENCE AT OVERLAKE SUBDIVISION PHASE 3**. The undersigned owner(s) hereby dedicate to Tooele City all those parts or portions of said tract of land on said plat designated herein as streets, the same to be used as public thoroughfares forever. The undersigned owner(s) also hereby convey to Tooele City and any and all public utility companies providing service to the herein described tract a perpetual, non-exclusive easement over the streets and public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner(s) also hereby conveys any other easements as shown hereon to the parties indicated and for the purpose shown hereon.  
In witness whereof I have hereunto set my / our hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

By: Providence Tooele LLC  
Howard Schmidt, Managing Member  
STATE OF UTAH  
County of Tooele  
J.S.S. **LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**  
On the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, I, \_\_\_\_\_, a Notary Public in and for said County of \_\_\_\_\_ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the \_\_\_\_\_ of \_\_\_\_\_ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.  
Notary's Full Name & Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_ A Notary Public Commissioned in Utah

**PROVIDENCE AT OVERLAKE SUBDIVISION PHASE 3**  
LOCATED IN THE SOUTHWEST QUARTER  
OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
SALT LAKE BASE AND MERIDIAN  
TOOELE CITY, TOOELE COUNTY, UTAH  
RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE  
REQUEST OF: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
FEES \_\_\_\_\_  
TOOELE COUNTY RECORDER

- KEY NOTES**
- 1 SET STREET MONUMENT PER TOOELE CITY STANDARDS AND SPECIFICATIONS
  - 2 FOUND STREET MONUMENT

ZENITH TOOELE LLC  
ENTRY #418920



**LEGEND**

EXISTING STREET MONUMENT	ADJACENT PROPERTY LINE
PROPOSED STREET MONUMENT TO BE SET	SECTION LINE
SECTION CORNER	CENTER LINE
5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED 'ENSGN ENG. & LAND SURV.'	EASEMENT LINE
P&DE	RIGHT OF WAY LINE
BOUNDARY LINE	ADJACENT RIGHT OF WAY LINE
	TANGENT LINE

**NOTE:**  
OFFSET PINS TO BE PLACED IN TOP BACK OF CURB, 3/4" x 24" REBAR WITH YELLOW PLASTIC CAP STAMPED 'ENSGN ENG. & LAND SURV.' TO BE PLACED AT ALL OTHER LOT AND BOUNDARY CORNERS

**DOMINION ENERGY**  
DOMINION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**ROCKY MOUNTAIN POWER**  
ROCKY MOUNTAIN POWER, A DIVISION OF PACIFICORP APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRICAL UTILITIES SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ROCKY MOUNTAIN POWER AT 1-800-469-3961.  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**TOOELE CITY COUNCIL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE TOOELE CITY COUNCIL.  
ATTEST: CITY RECORDER

**DEVELOPER**  
HOWARD SCHMIDT  
PO BOX 95410  
SOUTH JORDAN, UTAH  
801-859-9449

**SHEET 1 OF 1**  
PROJECT NUMBER: 7563A  
MANAGER: D. KINSMAN  
DRAWN BY: R. FISH  
CHECKED BY: D. KINSMAN  
DATE: 2/26/2019  
**ENSGN**  
TOOELE  
169 North Main Street Unit 1  
Tooele, Utah 84074  
Phone: 435.843.3590  
Fax: 435.578.0108  
WWW.ENSGNENG.COM

**COUNTY TREASURER APPROVAL**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE TOOELE COUNTY TREASURER.  
TOOELE COUNTY TREASURER

**CITY ATTORNEY'S APPROVAL**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE CITY ATTORNEY  
TOOELE CITY ATTORNEY

**CITY ENGINEER'S APPROVAL**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE CITY ENGINEER  
TOOELE CITY ENGINEER

**COUNTY SURVEY DEPARTMENT APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE TOOELE COUNTY SURVEY DEPARTMENT.  
RECORD OF SURVEY FILE #2018-0019  
TOOELE COUNTY SURVEY DIRECTOR

**COUNTY HEALTH DEPARTMENT APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE TOOELE COUNTY HEALTH DEPARTMENT.  
TOOELE COUNTY HEALTH DEPT.

**COMMUNITY DEVELOPMENT APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE COMMUNITY DEVELOPMENT  
TOOELE CITY COMMUNITY DEVELOPMENT

**PLANNING COMMISSION APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE TOOELE CITY PLANNING COMMISSION.  
CHAIRMAN TOOELE CITY PLANNING COMMISSION