

**PUBLIC NOTICE**

Notice is Hereby Given that the Board of the Redevelopment Agency of Tooele City, Utah, and (RDA) will meet in a Business Meeting on Wednesday, October 7, 2020, at the hour of 5:30 p.m. The meeting will be held at the Tooele City Hall Council Chambers, Located at 90 North Main Street, Tooele, Utah.

*Tooele City has implemented Governor Herbert's low risk (yellow) phase guidelines regarding public gatherings. We strongly encourage you to join the City Council meeting electronically by logging on to the Tooele City Facebook page, at <https://www.facebook.com/tooelecity>.*

*If you choose to attend we ask that you maintain social distancing and encourage you to wear a face covering. In compliance with public health guidelines Tooele City can accommodate limited capacity at City Hall. Due to limited space and social distancing requirements, we ask that you limit the number of people that attend with you.*

1. **Open Meeting**
2. **Roll Call**
3. **Resolution 2020-06** A Resolution of the Redevelopment Agency of Tooele City, Utah, Approving a Utility Participation Agreement with Tekko, Inc., for the Construction of a New Sewer Collection Line in James Way at Peterson Industrial Depot  
Presented by Mayor Debbie Winn
4. **Resolution 2020- 07** A Resolution of the Redevelopment Agency of Tooele City, Utah, Approving an Agreement for Snow Removal From Public Streets and Rights-of-Way Within Peterson Industrial Depot and Ninigret Depot  
Presented by Steve Evans, Public Works Director
5. **Executive Director Update**
6. **Minutes**
  - September 16<sup>th</sup> RDA Business Meeting
7. **Adjourn**

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Michelle Y. Pitt,  
Tooele City Recorder/RDA Secretary

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

## REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

### RESOLUTION 2020-06

#### **A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, APPROVING A UTILITY PARTICIPATION AGREEMENT WITH TEKKO, INC., FOR THE CONSTRUCTION OF A NEW SEWER COLLECTION LINE IN JAMES WAY AT PETERSON INDUSTRIAL DEPOT.**

WHEREAS, Tekko is affiliated with Peterson Industrial Depot (“PID”), a large industrial park situated on the former Tooele Army Depot Industrial Area; and,

WHEREAS, Tooele City has received conveyances from the United States of America of the water and sewer distribution and collection lines, and related facilities, within PID, as well as conveyances of water and sewer line easements from PID’s predecessors in interest; and,

WHEREAS, the Redevelopment Agency of Tooele City, Utah (“Agency”) and Tekko have invested in new Tooele City-owned and -operated water and sewer distribution and collection lines within PID and the adjacent Ninigret Industrial Depot (“NID”) to further PID’s interests and the statutory and economic development purposes of the Depot Project Area, including for the expansion and retention of new and existing businesses; and,

WHEREAS, for example, the Agency invested approximately \$54,000 for the installation of a railroad crossing on James Way in 2012; and,

WHEREAS, for example, the Agency invested approximately \$300,000 for the B Avenue waterline and road project in 2013 (reference RDA Resolution 2013-01); and,

WHEREAS, for example, the Agency invested about \$400,000 to construct and improve H Avenue and K Avenue in NID in 2014 and 2015 (reference RDA Resolution 2014-04); and,

WHEREAS, for example, the Agency invested more than \$75,000 for a new sewer line to make sewer service available to PID Lot 1303 in 2015; and,

WHEREAS, Tekko wishes to construct an extension (“Project”) of the City-owned sewer collection line within James Way, a public right-of-way, for the purpose of making addition PID land available for future industrial development (see Project alignment illustration attached as Exhibit A); and,

WHEREAS, new industrial development would result in significant new property tax revenue to the Agency and its interlocal agreement taxing entity partners; and,

WHEREAS, Ensign Engineering, Tekko's design engineer, estimates the cost of the Project materials to be \$415,120, including a 15% contingency, and Tekko will install the Project (see Project cost estimate attached as Exhibit B); and,

WHEREAS, Tekko has requested the participation of the Agency in the cost of the Project in the amount of \$200,000 as part of the Agency's continuing economic development mission within PID; and,

WHEREAS, the Parties desire to formalize the Agency's participation by way of the Agreement attached as Exhibit C:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the Utility Participation Agreement attached as Exhibit C is hereby approved and that the RDA Executive Director is hereby authorized to execute the Agreement.

IN WITNESS WHEREOF, this Resolution is passed by the Board of Directors of the Redevelopment Agency of Tooele City, Utah, this \_\_\_ day of October, 2020.

**REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH**

(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

### Project Alignment Illustration



**TOOELE**  
1970 Main Street, Unit 1  
Tooele, UT 84399  
Phone: 435.843.3950

**SALT LAKE CITY**  
1970 Main Street, Unit 1  
Salt Lake City, UT 84119  
Phone: 435.533.4433

**CEDAR CITY**  
1970 Main Street, Unit 1  
Cedar City, UT 84703  
Phone: 435.533.4433

**RICHFIELD**  
1970 Main Street, Unit 1  
Richfield, UT 84701  
Phone: 435.846.2983

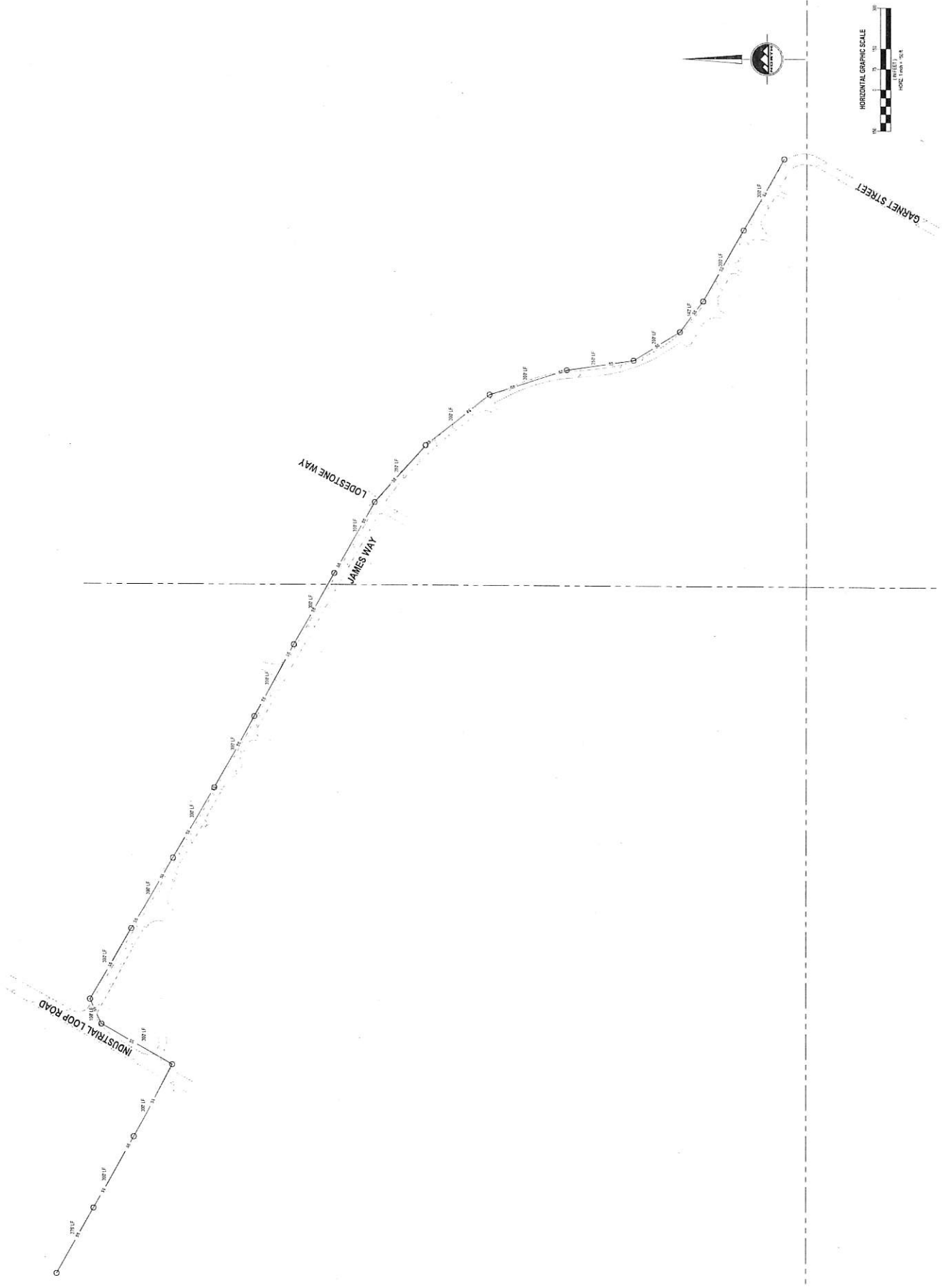
[WWW.ENSIENG.COM](http://WWW.ENSIENG.COM)

REGISTERED PROFESSIONAL ENGINEER  
STATE OF UTAH  
NO. 12000  
P.E. 12000

**PID - SEWER**  
**JAMES WAY**  
**TOOELE CITY, UTAH**

OVERALL LAYOUT

|         |           |
|---------|-----------|
| DATE    | 5/17/22   |
| PROJECT | JAMES WAY |
| SCALE   | AS SHOWN  |



## Exhibit B

### Project Cost Estimate

# ENGINEER'S ESTIMATE OF PROBABLE COSTS



|  |  |                       |
|--|--|-----------------------|
| PROJECT TITLE:<br>James Way Sewer Improvements |  | PROJECT NUMBER:<br>-- |
| LOCATION:<br>Tooele, Utah 84074                |  | DATE:<br>May 27, 2020 |
| CLIENT:<br>PID                                 |  | SHEET:<br>1 OF 1      |

|                           |             |              |
|---------------------------|-------------|--------------|
| ESTIMATED BY:<br>J. Clegg | CHECKED BY: | APPROVED BY: |
|---------------------------|-------------|--------------|

## STREET IMPROVEMENTS

| APWA SPEC. | DESCRIPTION        | UNIT    | QUANTITY | UNIT COST        | COST               |
|------------|--------------------|---------|----------|------------------|--------------------|
|            | Saw Cut            | LF      | 8,000    | \$1.00           | \$8,000.00         |
| 31 23 26   | 8" Base Course     | SQ. FT. | 4,000    | \$0.70           | \$2,800.00         |
| 02 41 14   | 9" Granular Borrow | SQ. FT. | 4,000    | \$0.70           | \$2,800.00         |
| 02 41 14   | 3" Asphalt         | SQ. FT. | 4,000    | \$1.70           | \$6,800.00         |
|            |                    |         |          | <b>Sub Total</b> | <b>\$20,400.00</b> |

## SANITARY SEWER IMPROVEMENTS

| APWA SPEC. | DESCRIPTION                        | UNIT | QUANTITY | UNIT COST        | COST                |
|------------|------------------------------------|------|----------|------------------|---------------------|
| 32 31 00   | 8" SDR-35 PVC Sanitary Sewer Pipe  | LF   | 2,947    | \$42.00          | \$123,774.00        |
| 32 31 00   | 10" SDR-35 PVC Sanitary Sewer Pipe | LF   | 2,500    | \$45.00          | \$112,500.00        |
| 33 31 00   | 5' Sewer Manholes                  | LS   | 21       | \$4,800.00       | \$100,800.00        |
|            |                                    |      |          | <b>Sub Total</b> | <b>\$337,074.00</b> |

## MISC.

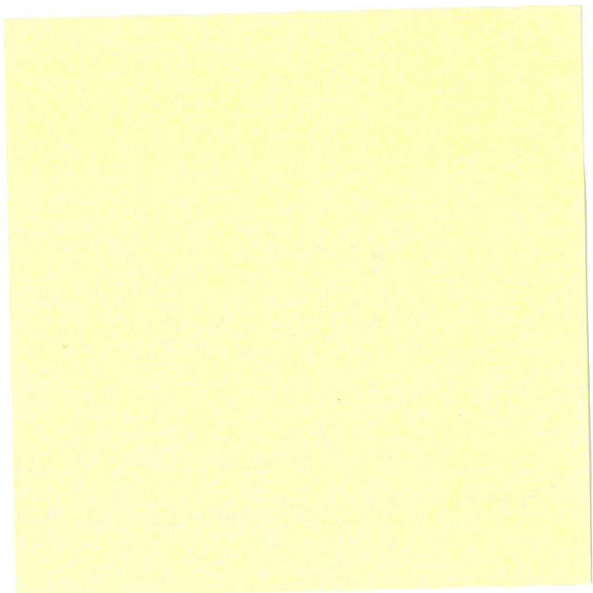
| APWA SPEC. | DESCRIPTION          | UNIT | QUANTITY | UNIT COST        | COST              |
|------------|----------------------|------|----------|------------------|-------------------|
| 01 71 34   | Street Monuments     | EA   | 0        | \$550.00         | \$0.00            |
| 26 56 19   | Construction Staking | LS   | -        | \$3,500.00       | \$3,500.00        |
|            |                      |      |          | <b>Sub Total</b> | <b>\$3,500.00</b> |

## PROJECT SUB TOTAL

|  |  |  |  |                  |                     |
|--|--|--|--|------------------|---------------------|
|  |  |  |  | <b>Sub Total</b> | <b>\$360,974.00</b> |
|--|--|--|--|------------------|---------------------|

## CONTINGENCY

|  |                 |    |   |              |                     |
|--|-----------------|----|---|--------------|---------------------|
|  | 15% Contingency | LS | - | -            | \$54,146.10         |
|  |                 |    |   | <b>Total</b> | <b>\$415,120.10</b> |





## Exhibit C

### Utility Participation Agreement

## UTILITY PARTICIPATION AGREEMENT

This Utility Participation Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the Redevelopment Agency of Tooele City, Utah (“**Agency**”), and Tekko, Inc. (“**Company**”) (collectively “**Parties**”).

### RECITALS

1. The Company is affiliated with Peterson Industrial Depot (“PID”), a large industrial park situated on the former Tooele Army Depot Industrial Area.
2. Tooele City Corporation has received conveyances from the United States of America of the water and sewer distribution and collection lines, and related facilities, within PID, as well as conveyances of water and sewer line easements from PID’s predecessors in interest.
3. The Agency and the Company have invested in new Tooele City-owned and -operated water and sewer distribution and collection lines within PID and the adjacent Ninigret Industrial Depot (“NID”) to further the Company’s interests and the statutory and economic development purposes of the Depot Project Area, including for the expansion and retention of new and existing businesses.
4. The Company wishes to construct an extension (“Project”) of the City-owned sewer collection line within James Way, a public right-of-way, for the purpose of facilitating the construction of significant new industrial buildings, and the buildings cannot function without connection to sewer infrastructure.
5. The new buildings are anticipated to result in significant new property tax revenue to the Agency and its interlocal agreement taxing entity partners.
6. Ensign Engineering, the Company’s design engineer, estimates the cost of the Project materials to be \$414,120, including a 15% contingency. The Company will install the Project.
7. The Company has requested the participation of the Agency in the cost of the Project in the amount of \$200,000 as part of the Agency’s continuing economic development mission within PID.
8. The Parties desire to formalize the Agency’s participation by way of this Agreement.

## **AGREEMENT**

Now, therefore, in exchange for the mutual covenants, promises, and other good and valuable consideration contained in this Agreement, the sufficiency of which is hereby acknowledged, the City and the Company covenant and agree as follows:

1. Project Design and Permitting. The Company shall obtain at its cost construction plans for the Project. The Project shall be designed to Tooele City standards and specifications. The Company shall obtain a Tooele City building permit prior to Project commencement, which permit will indicate the approval by Tooele City of the final construction plans. Prior to Project commencement, the Company shall have a pre-construction meeting with Tooele City staff, including the Public Works Department, Community Development Department, and City Engineer.
  
2. Project Inspection. The Parties agree that the Project, upon completion and inspection, shall be a Tooele City-owned and -maintained sewer collection line. The Company shall allow the Project to be inspected by Tooele City inspectors at all times after Project commencement. Should any portion of the Project fail City inspection, the Company shall promptly take the steps necessary, at its cost, to remedy the failure. Prior to Project commencement, the Company shall pay to Tooele City the sum of \$8,600 for an inspection fee for Tooele City to recoup a portion of its costs to inspect the Project, that sum representing 4% of the portion of the Project's anticipated costs not paid for by Tooele City.
  
3. Agency Participation. Upon completion and final City inspection of the Project, evidenced by City inspection report, the Agency shall pay to the Company the sum of \$200,000 as its participation in the cost of the Project. The Agency's participation shall not increase regardless of Project cost increases. The Agency's payment of the \$200,000 shall be deemed Tooele City's acceptance of the Project as a City-owned and -maintained public improvement.
  
4. Indemnification and Hold Harmless. The Developer (and its officers, agents, employees, affiliates, and assigns) shall defend, pay on behalf of, indemnify, and hold harmless the Agency and the City (and all their respective officials, agents, employees, and representatives) from and against any and all claims (including actions, causes of action, demands, liabilities, loss of income, loss of services, interruption of process, other losses, actions, liens, fines, costs, attorney fees, proceedings, and adjudications) asserted or obtained by any person in connection with the Project during its construction and for one year following its completion.
  
5. Insurance. Prior to the Project's commencement, the Company shall obtain, and provide to the Agency Secretary, liability insurance naming both the Agency and Tooele City Corporation as additional insureds in the amount at least \$2,000,000.

7. Release. The Parties shall release each other from any and all claims in connection with the Project except for those claims resulting from the sole or gross negligence of either Party.

8. Public Improvement Bond. The Company shall not be required to provide to Tooele City a public improvement bond under TCC 7-19-12.

9. Miscellaneous.

a. No Waiver. The failure by the City to insist upon the strict performance of any term of this Agreement, or to exercise any right or remedy upon a failure to perform thereof, shall not constitute a waiver by the City of any such failure to perform or any other term.

b. Assignment. This Agreement shall not be assignable, except that the obligation to indemnify the City may be satisfied by the Developer's third-party insurer, which shall not be considered a third-party beneficiary hereof.

c. Enforcement of Agreement. If any of the Parties to this Agreement bring an action or proceeding to enforce their rights hereunder, the prevailing party shall be entitled to recover its costs and expenses, including court costs and attorney fees, if any, incurred in connection with such action or proceeding, including any court costs and attorney fees incurred on appeal.

d. Construction of Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Utah, without giving effect to conflict of law principles. The terms of this Agreement have been negotiated by the Parties at arm's length, and the language of the Agreement shall not be construed in favor of or against any particular party.

e. Entire Agreement. This Agreement constitutes the final expression of the Parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, negotiations, and discussions between the Parties and/or their respective counsel with respect to the subject matter covered hereby. Except as expressly stated in this Agreement, no party hereto has made any statement or representation to any other party hereto regarding the facts relied upon by said party in entering into this Agreement, and each party hereto specifically does not rely upon any statement, representation, or promise of any other party hereto in executing this Agreement, except as expressly stated in this Agreement. Each party and their attorneys, if the party so chose, had the opportunity to make such investigation of the facts pertaining to this Agreement, and all of the matters appertaining thereto, as they deem necessary.

f. Amendment to Agreement. Any amendment to this Agreement must be in a writing signed by duly authorized representatives of all of the Parties hereto, in conformance with state and local law, and affirmatively stating the intent of the Parties to amend this Agreement.

g. Third-party Beneficiary. Tooele City Corporation is an intended third-party beneficiary of this Agreement. There are no other third-party beneficiaries.

h. No Jury Trial. The Parties waive their right to a jury trial in any action or proceeding arising out of or connected to the subject matter of this Agreement.

i. Notices. All notices, demands, requests, or other communications required or permitted by this Lease shall be in writing and effective when received, and delivery shall be made personally, or by registered or certified mail, return receipt requested, postage prepaid, or overnight courier, addressed as follows:

Redevelopment Agency of Tooele City  
Attention: Executive Director and Mayor  
90 North Main  
Tooele, UT 84074

*With copy to City Attorney at same address*

Tekko, Inc.  
Attention: Aaron Peterson  
1485 West James Way #691  
Tooele, UT 84074

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**Tooele City Corporation**

**Tekko, Inc.**

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

\_\_\_\_\_  
Aaron Peterson, President

Attest:

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

Approved as to Form

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

**REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH**

**RESOLUTION 2020-07**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, APPROVING AN AGREEMENT FOR SNOW REMOVAL FROM PUBLIC STREETS AND RIGHTS-OF-WAY WITHIN PETERSON INDUSTRIAL DEPOT AND NINIGRET DEPOT.**

WHEREAS, Peterson Industrial Depot and Ninigret Depot comprise the Tooele Army Depot Project Area, a redevelopment project area (aka community development area-CDA and community reinvestment area-CRA) (the "Project Area") of Tooele City, which Project Area includes several public streets and rights-of-way (the "Public Streets") that require snow removal by Tooele City (the "City"); and,

WHEREAS, the Project Area is an important economic development engine for Tooele City, and the Redevelopment Agency of Tooele City, Utah (the "RDA"), charged with economic development (job creation) in the City, proposes to allocate from the Project Area budget an amount for the removal of snow from the Public Streets in the Project Area; and,

WHEREAS, the RDA proposes to enter into an agreement with Peterson Industrial Depot, Inc. (the "Contractor"), the owner of Peterson Industrial Depot, for the removal of snow from the Public Streets in the Project Area (see the proposed Agreement for Snow Removal, including street map, attached as Exhibit A); and,

WHEREAS, the RDA budget allocation and the Agreement will create efficiencies for the City and the RDA, and will further the economic development interests of the City and the RDA:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the Agreement for Snow Removal attached as Exhibit A is hereby approved.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and its Redevelopment Agency 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 \_\_\_\_\_, 2020.

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

(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

Agreement for Snow Removal  
(including map)



## **AGREEMENT FOR SNOW REMOVAL**

This Agreement for Snow Removal (the "Agreement") is entered into as of September 1, 2020 (the "Effective Date"), by and between the Redevelopment Agency of Tooele City, Utah (the "RDA"), and Peterson Industrial Depot, Inc. ("Contractor") (collectively the "Parties").

### **RECITALS**

1. Contractor is the Owner of Peterson Industrial Depot located at the former Industrial Area of the Tooele Army Depot (the "Property"); and,
2. The RDA and Contractor desire to enter into this agreement for the removal of snow from the public streets and rights-of-way located within Peterson Industrial Depot and Ninigret Depot, both located on the Property and within the corporate limit of Tooele City.

### **AGREEMENT**

Now, therefore, in exchange for the mutual covenants, promises, and other good and valuable consideration contained in this Agreement, the sufficiency of which is hereby acknowledged, the RDA and Contractor covenant and agree as follows:

1. Snow Removal. Contractor agrees to use commercially reasonable efforts to remove accumulations of snow of one-inch or greater from all public streets and rights-of-way, and to salt and/or sand the same, located within Peterson Industrial Depot and Ninigret Depot. The public streets and rights-of-way include Industrial Loop Road, Loadstone Way, James Way, Garnet Street, I Avenue, G Avenue, B Avenue, and the public portion of Emerald Road (see these public streets and rights-of-way illustrated in Exhibit A, attached hereto and incorporated herein). Contractor shall supply its own equipment, materials, and labor to perform its obligations under this Agreement. Contractor shall maintain liability insurance, motor vehicle insurance, and workers compensation insurance.
2. Term and Termination. The term of this Agreement shall be from September 1, 2020, to June 30, 2021. This Agreement shall terminate automatically on June 30, 2021. Either party may terminate this Agreement with or without cause upon 30 days' notice.
3. Compensation. As consideration under this Agreement, upon invoice, the RDA shall pay to Contractor \$150 per hour (the "Rate") for the hours the Contractor provided snow removal services, not to exceed \$1,500 per month (the "Cap"), during the term of this Agreement. Contractor shall continue to provide snow removal services even after the Cap has been reached. Prior to the termination of this Agreement, the Parties shall meet for an end-of-term review (the "Review") of the total hours Contractor provided snow removal services during the term of this Agreement. To the extent Contractor documents

and verifies, during the Review, hours that exceed the Cap, the RDA shall compensate Contractor, above the Cap, at the Rate.

4. Indemnification and Hold Harmless. Contractor (and its officers, agents, employees, affiliates, and assigns) shall defend, pay on behalf of, indemnify, and hold harmless the RDA and Tooele City Corporation (the "City") (and all the RDA's and the City's officials, agents, employees, and representatives) from and against any and all claims (including actions, causes of action, demands, liabilities, loss of income, loss of services, interruption of process, other losses, actions, fines, costs, and attorney fees) asserted or obtained by any person as a result of, or in relation to, Contractor's negligence or intentional misconduct in performing the obligations and activities under this Agreement.

5. Release. Contractor (and its officers, agents, employees, affiliates, and assigns) hereby releases, acquits, and forever discharges the RDA and the City (and all the RDA's and the City's officials, agents, employees, and representatives) from any and all claims (including actions, causes of action, demands, liabilities, loss of income, loss of services, interruption of process, other losses, actions, fines, costs, attorney fees) that Contractor may have against the RDA or the City as a result of, or in relation to, Contractor's obligations and activities under this Agreement.

6. Miscellaneous.

a. No Waiver. The failure by the RDA to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon Contractor's failure to perform thereof, shall not constitute a waiver by the RDA of any such failure to perform or any other covenant, agreement, term, or condition.

b. Third Party Beneficiaries. The City is a third-party beneficiary of this Agreement. Nothing in this Agreement is intended for the benefit of any other party except for the named Parties, the City, and their authorized successors and assigns.

c. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

d. Enforcement of Agreement. If any of the Parties to this Agreement bring an action or proceeding to enforce their rights hereunder, the prevailing party shall be entitled to recover its costs and expenses, including court costs and attorney fees, if any, incurred in connection with such action or proceeding, including any court costs and attorneys fees incurred on appeal.

e. Headings. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, interpretation, or construction of any of the terms or provisions of this Agreement or the intent thereof.

f. Construction of Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Utah, without giving effect to conflict of law principles. The terms of this Agreement have been negotiated by the Parties at arm's length, and the language of the Agreement shall not be construed in favor of or against any particular party.

g. Entire Agreement. This Agreement constitutes the final expression of the Parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, negotiations, and discussions between the Parties with respect to the subject matter covered hereby. Except as expressly stated in this Agreement, no party hereto has made any statement or representation to any other party hereto regarding the facts relied upon by said party in entering into this Agreement, and each party hereto specifically does not rely upon any statement, representation, or promise of any other party hereto in executing this Agreement, except as expressly stated in this Agreement. Each party and their attorneys, if the party so chose, had the opportunity to make such investigation of the facts pertaining to this Agreement, and all of the matters appertaining thereto, as they deem necessary.

h. Amendment to Agreement. Any amendment to this Agreement must be in writing and signed by duly authorized representatives of all of the Parties hereto, in conformance with state and local law, and affirmatively stating the intent of the Parties to amend this Agreement.

i. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the services performed hereunder.

j. Notices. All notices, demands, requests, or other communications required or permitted by this Lease shall be in writing and effective when received, and delivery shall be made personally, or by registered or certified mail, return receipt requested, postage prepaid, or overnight courier, addressed as follows:

*To the RDA:*  
Redevelopment Agency of Tooele City, Utah  
Attention: Executive Director  
90 North Main  
Tooele, UT 84074

*To Contractor:*  
Peterson Industrial Depot, Inc.  
Attention: Aaron Peterson  
1485 West James Way #691  
Tooele, UT 84074

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**Redevelopment Agency of  
Tooele City, Utah**

**Peterson Industrial Depot, Inc.**

\_\_\_\_\_  
Debra E. Winn, Executive Director

\_\_\_\_\_  
Aaron Peterson, President

Attest:

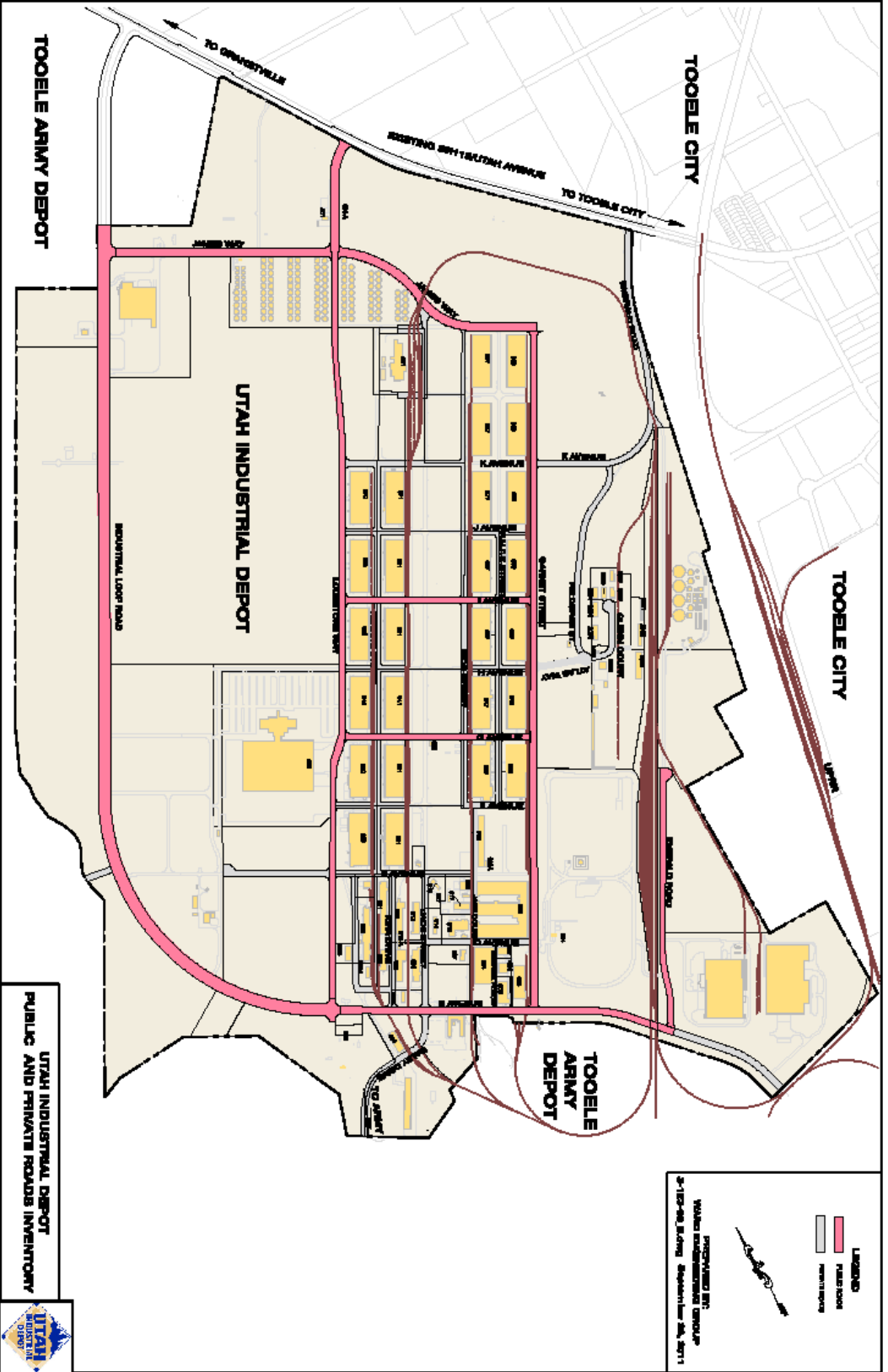
\_\_\_\_\_  
Michelle Y. Pitt, RDA Secretary

Approved as to Form:

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

## Exhibit A

### Illustration of Public Streets and Rights-of-Way



**LEGEND**

- PROPOSED RT
- FIELD ROAD
- PRIVATE ROAD

UTAH INDUSTRIAL DEPOT  
 2013-2014 Building Development Plan, 2011

**UTAH INDUSTRIAL DEPOT  
 PUBLIC AND PRIVATE ROADS INVENTORY**



**The Redevelopment Agency of Tooele  
Budget Work Meeting Minutes**

**Date:** Wednesday, September 16, 2020

**Time:** 5:30 p.m.

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

**City Council Members Present:**

Justin Brady  
Tony Graf  
Scott Wardle  
Melodi Gochis

**Council Members Excused:**

Ed Hansen

**City Employees Present:**

Mayor Debbie Winn  
Jim Bolser, Community Development Director  
Chief Ron Kirby, Police Department  
Steve Evans, Public Works Director  
Paul Hansen, City Engineer  
Roger Baker, City Attorney  
Darwin Cook, Parks and Recreation Director  
Shannon Wimmer, Finance Director  
Michelle Pitt, City Recorder  
Cylee Pressley, Deputy City Recorder

Minutes prepared by Kelly Odermott

Chairwoman Gochis called the meeting to order at 5:32 p.m.

**1. Open RDA Meeting**

**2. Roll Call**

Justin Brady, Present  
Tony Graf, Present  
Melodi Gochis, Present  
Scott Wardle, Present

### 3. James Way Sewer Project

Chairwoman Gochis stated this item was brought up for discussion on August 5, 2020. It was presented as a sewer line replacement. During the past few weeks, the staff has received several RFI's requesting from EDC Utah for possible businesses locating at the Peterson and Ninigret Depot. The staff has also received inquiries directly from owners of the Depot. As part of the RDA's overall objective to promote economic development of the Depot, the request is for the RDA Board to move forward with the sewer line project on James Way. The project would begin at Industrial Lop Road and continue past Lodestone Way. The proposal is that \$200,000 of the RDA funds be put towards the project to continue the needed infrastructure at this end of the Depot. This will benefit both the Peterson's and Ninigret portions of the Depot and aide in the development of the properties on the east side.

Chairwoman Gochis asked if there were any comments or questions from the Board.

Chairwoman Gochis asked for a motion to approved the funding for \$200,000, with \$100,000 being from the current RDA budget and \$100,000 from next year's budget?

Board Member Wardle asked if this has been bid out? Chairwoman Gochis stated that it has not. It will be done in house and Peterson has their own construction company. The costs that were presented in the last discussion was approximately \$415,000 and Peterson will be able to do it at a cheaper rate because they can do it themselves. The City is proposing to participate. Board Member Wardle asked if there is a participation agreement? Chairwoman Gochis stated there is not a participation agreement and if that is wanted, the RDA needs to state they would like an agreement. This is City infrastructure and it will be extended. It is common practice to have an agreement, but since it is owned by the City, no participation agreement is needed. Staff has stated it will be City infrastructure.

Board Member Wardle asked if there was a contract asking if the City is paying the Peterson's for the infrastructure? Are we spending \$200,000 without an contract? Chairwoman Gochis stated we will obtain a contract. Mayor Winn stated the City will obtain a contract and there will be an invoice to be brought back to the Board for approval when the contract is completed? Chairwoman Gochis stated that the project that is proposed is expected to generate \$38- 40 million dollars and the tax revenue from the buildings unoccupied will bring in \$115 million per year. It is believed that those spaces will fill with tenants quickly and it would be in the best interest to get the project going.

Mayor Winn stated that the project will also benefit a property of the Ninigret Depot. There has been contact from a company that is interested in purchasing that property and it would serve them also. Chairwoman Gochis asked if there was a motion to participate?



Board Member Wardle asked if this is the formal vote or an informal vote. Chairwoman stated she would consider if this informal on whether the Board would like to move forward with an agreement.

Board Member Wardle stated that he agreed to the project, but before the project begins and the contract or participation agreement, that it is stated who is doing what, and what is being done, and monetary terms. It is the City infrastructure and the City does not put in its own infrastructure as it has been developer driven infrastructure. This is a little different than the usual reimbursement and that contract takes place before the invoice to pay. Approve the contract and then invoice. He stated that he loves the flex space and will be a great project.

Mayor Winn stated that it is not her opinion that this is based on just the Peterson project. The City is asking for the sewer line to be extended for everyone in that area. It is not based on things done in the past, such as a tax increment finance. This is to put money into a sewer line for anyone that may come into that area. A agreement is for Peterson's construction company to put in the line, but the City is asking for at least \$200,000 to get the first section done. If any other sewer is to be done and additional funds from the RDA could be used to extend the sewer line. If a private company wants to come in and put in the sewer line, the City would welcome that. This is to get the project moving and get more development out at the Depot. As research has been done and several projects were done this way on both sides of the depot.

Board Member Wardle stated he was confused; we are not participating on the Peterson project? Mayor Winn stated the City is contracting. Board Member Wardle clarified, that the City is getting the contractor and paying for it and not Persons. Mayor Winn stated yes, the City will contract with Petersons and they have given an estimate for the whole project. They will be the contractor and they will put I a portion of the line. The City will set the parameters and then the City will pay the money to them. Board Member Wardle stated that the line is serving their buildings. Mayor Winn stated, if they build the buildings, it is expected they will or they may sell the property. On the Ninigret side, the buildings which may built could connect to the line also. It has been done several times at the Dept.

Board Member Wardle stated he backs up and is not in agreement with the project. He doesn't recall paying a contractor this way. He asked the Mayor to make copies and bring it back in two weeks to have further discussion. Chairwoman stated it could be tabled for two weeks and copies could be made for everyone. Board Member Brady asked if there was a timetable. Mayor Winn stated there was not, but if construction could start before winter, it would be great. There is a company that is interested in the Ninigret side.

Board Member Brady stated he was comfortable with waiting as well. Board Member Graf stated he supported that and hopefully the information will help support a decision.

#### **4. Executive Director Update**

Mayor Winn introduced the economic development coordinator, Mr. Jared Stewart.

Mr. Stewart, stated he is excited to be with the City. He is based in Salt Lake, he did his Undergrad at the University of Utah and is currently in a Master's Program at the University of Southern California in Urban Planning, with an emphasis in Real Estate Development. This will be a great opportunity.

Mayor Winn stated she had a couple of other updates. Harbor Freight will be building next to Rue 21. She stated that businesses need to be careful about locations and competition. They have met with the Kimball's and Stewart Thane on the 1000 North property. There is a renewed interest in retailers for that site. The covid put a stop to so many things and the efforts are renewed again. The City has been contacted by a couple of real estate agents representing developers looking to purchase property in the business park. The staff has met with a company interested in purchasing 100 acres on the Ninigret side of the Depot. There is a lot of interest in bringing retail to Tooele.

## 5. Minutes

**Board Member Brady motioned to approve the RDA minutes from June 17, 2020.** Board Member Graf seconded the motion. The vote was as follows: Board Member Graf, "Aye," Board Member Brady, "Aye," Board Member Wardle, "Aye," Chairwoman Gochis, "Aye."

## 6. Adjourn

**Meeting was adjourned after closed session at 5:48 pm.**

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

Approved this 7th day of October, 2020

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Melodi Gochis, RDA Board Chair