

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, July 17, 2024 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecitey.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecitey.gov.

We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecitey> or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecitey.gov anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Fire Department New Recruits and Award**
4. **Youth Court Presentation**
5. **Public Comment Period**
6. **Public Hearing** on a Petition for the Canyon Springs Annexation of 61.16 Acres of Land at approximately 750 North Droubay Road by Howard Schmidt into the Tooele City Corporate Limits
Presented by Andrew Aagard, Community Development Director
7. **Resolution 2024-56** A Resolution of the Tooele City Council Authorizing the Payment of a Fee in Lieu of Water Rights Conveyance, by the City, and the Reservation of Water Rights for the Perry Commercial Center
Presented by John Perez, Economic Development Director
8. **Resolution 2024-57** A Resolution of the City Council (The "Council") of Tooele City, Utah (The "City"), Providing for the Creation of 10th and Main Public Infrastructure District (The District") as an Independent District, Authorizing and Approving an Amended and Restated Governing Document and an Amended and Restated Interlocal Agreement; Appointing a Board of Trustees; Authorizing Other Documents in Connection Therewith; and Related Matters
Presented by John Perez, Economic Development Director
9. **Resolution 2024-58** A Resolution of the Tooele City Council Acknowledging the Mayor's Appointment of Jon Gossett to the Planning Commission as an Alternate Commission Member
Presented by Mayor Debbie Winn

10. **Resolution 2024-59** A Resolution of the Tooele City Council Approving and Ratifying a Change Order No. 1 to a Roadway Improvements Project for the 2000 North and Berra Boulevard Roundabout Intersection Improvements

Presented by Jamie Grandpre, Public Works Director

11. **Renumbering Resolution #2024-27**, Regarding the Tier 2 Public Safety/Fire Pick-up Election, to Resolution #2024-37

Presented by Michelle Pitt, City Recorder

12. **Renumbering Resolution #2024-33**, Regarding the School Resource Officer Retention Bonus, to Resolution #2024-34

Presented by Michelle Pitt, City Recorder

13. **Invoices & Purchase Orders**

Presented by Michelle Pitt, City Recorder

14. **Minutes**

~June 19, 2024 Work Meeting

~June 19, 2024 Business Meeting

15. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations should notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2111 or michellep@tooelecity.gov, prior to the meeting.

STAFF REPORT

July 3, 2024

To: Tooele City Planning Commission
Business Date: July 10, 2024

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, Community Development Director

Re: Canyon Springs – Annexation Petition Request

Applicant: Howard Schmidt
Project Location: Approximately 750 North Droubay Road
Zoning: Unassigned
Acreage: 61.16 (Approximately 2,664,129 ft²)
Request: Request for approval of an Annexation Petition regarding the incorporation of a 61.16 acres into Tooele City.

BACKGROUND

This application is a request for approval of an annexation petition to annex 61.16 acres of land located in unincorporated Tooele County into Tooele City's municipal boundaries. The parcel is located east of Droubay Road immediately south of the exiting Carr Fork Subdivision and approximately 750 North.

ANALYSIS

Howard Schmidt has submitted an application for a petition for annexation. The application was submitted on April 25, 2024. The property that is being considered is one that is well known to members of the Planning Commission as the same property had a petition for annexation that was submitted in 2021 and ultimately did not pass the City Council with a super majority vote. The Planning Commission made a favorable recommendation to annex this property in June of 2022. This petition for annexation request involves the same property as the previous application with no changes to the boundaries or configuration of the property being considered from the original petition for annexation.

The property proposed for annexation is located on the east side of Droubay Road at about 750 North and totals a little more than 61 acres. The property is current located within the Pine Canyon Township of unincorporated Tooele County. The applicant desires to have the City annex the property into the City's incorporated boundaries and receive connections to City utilities including water and sewer and receive the necessary services such as public safety.

Given that the property is located within unincorporated Tooele County there is no Tooele City zoning district attached. The zoning will need to be assigned during the annexation process by the Tooele City Council. Currently the property is surrounded by properties on the north and west that are currently zoned R1-7 Residential, a zone that permits single family residential and duplexes and requires a minimum lot size of 7,000 square feet.

The applicant's intended use for the property once it has been annexed into the City is to create a single-family residential development consisting of 172 lots with an average lot size of 11,000 square feet with some lots

smaller and some lots larger than 11,000 square feet. The requested zoning for this development will be the R1-7 Residential zone.

The applicant's petition for annexation application was also submitted with various studies regarding impacts of the annexation and potential addition of 172 new homes to Tooele City's utility systems, public safety and finance services. Those studies include a culinary water impact study, a fiscal impact study, a storm water drainage study, a utility impact study, a sewer impact study and a traffic impact study.

Notices of intent to annex were also submitted to the North Tooele Fire District, Tooele County, Tooele City, the Tooele County Board of Health and the Tooele Valley Mosquito District.

The City Council passed a resolution to continue the consideration of the annexation petition and that resolution will be presented on the June 5th City Council business meeting.

The Planning Commission's responsibility is to review the annexation petition and sign the annexation plat. The annexation agreement is not in the purview of the Planning Commission, however, the Commission may make a recommendation regarding the annexation agreement to the City Council. The Planning Commission should evaluate the pros and cons of an annexation of this size and how it impacts the City as a whole. Does the addition of 172 new residential homes benefit Tooele City. Do the trails being proposed by the applicant bring long term benefits to the City to offset the additional costs of providing services to 172 new homes? Do the property taxes generated bring long term benefits to the City to offset the additional costs of providing services to 172 new homes? The applicant has provided the studies compiled by professional engineers and accountants but ultimately the decision comes down to the City Council.

Attached to this report are images of the annexation plat, the zoning map, the land use map and a concept subdivision plan showing a proposed lay out. The individual studies are also available for review but are not included in this memo due to size constraints and limitations. Staff is more than happy to forward those studies to each City Council member upon request.

Impact Studies: The following studies that have been provided by the petitioner and are included in this staff report for the Planning Commission's reference:

1. A fiscal impact study – Conducted by EFG Consulting. Included with this study is a memo from Shannon Wimmer, Tooele City Finance Director, that includes the City's response to this financial impact study.
2. A drainage study – Conducted by Hansen, Allen and Luce.
3. A sewer system study – Conducted by Hansen, Allen and Luce.
4. A fiscal impact study – Conducted by Bonneville Analytics.
5. Culinary water impact study – Conducted by Hansen, Allen and Luce (HAL).
6. A utility impact estimate – Conducted by Ensign Engineering.
7. A Traffic Impact Study – Conducted by Hales Engineering.

REVIEWS

Planning Division Review: The Tooele City Planning Division has completed their review of the proposed Annexation Petition and has issued the following Comments:

1. Various studies have been provided in this packet for the Planning Commission's reference.

STAFF RECOMMENDATION

Staff recommends the Planning Commission carefully weigh this request for the annexation petition according to the appropriate tenets of the Utah State Code and the Tooele City Code, particularly Section 7-24-1 and render a recommendation in the best interest of the community with any conditions deemed appropriate and based on specific findings to address the necessary criteria for making such decisions.

Potential topics for findings that the Commission should consider in rendering a decision:

1. The effect of the proposed application on the character of the surrounding area.
2. The degree to which the proposed application is consistent with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed application is consistent with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed application is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the properties for the uses proposed.
6. The degree to which the proposed application will or will not be deleterious to the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed application conforms to the general aesthetic and physical development of the area.
8. The overall community benefit of the proposed annexation
9. Whether or not public services in the area are adequate to support the proposed annexation.
10. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

MODEL MOTIONS

Sample Motion for Approval – “I move we forward a positive recommendation to the City Council for the Annexation Petition Request and Annexation Plat by Howard Schmidt, to annex 61.16 acres located at approximately 750 North Droubay Road into Tooele City, based on the findings listed in the Staff Report dated July 3, 2024:”

1. List any additional findings and conditions...

Sample Motion for Denial – “I move we forward a negative recommendation to the City Council for the Annexation Petition Request and Annexation Plat by Howard Schmidt, to annex 61.16 acres located at approximately 750 North Droubay Road into Tooele City, based on the findings listed in the Staff Report dated July 3, 2024, based on the following findings:”

1. List findings...

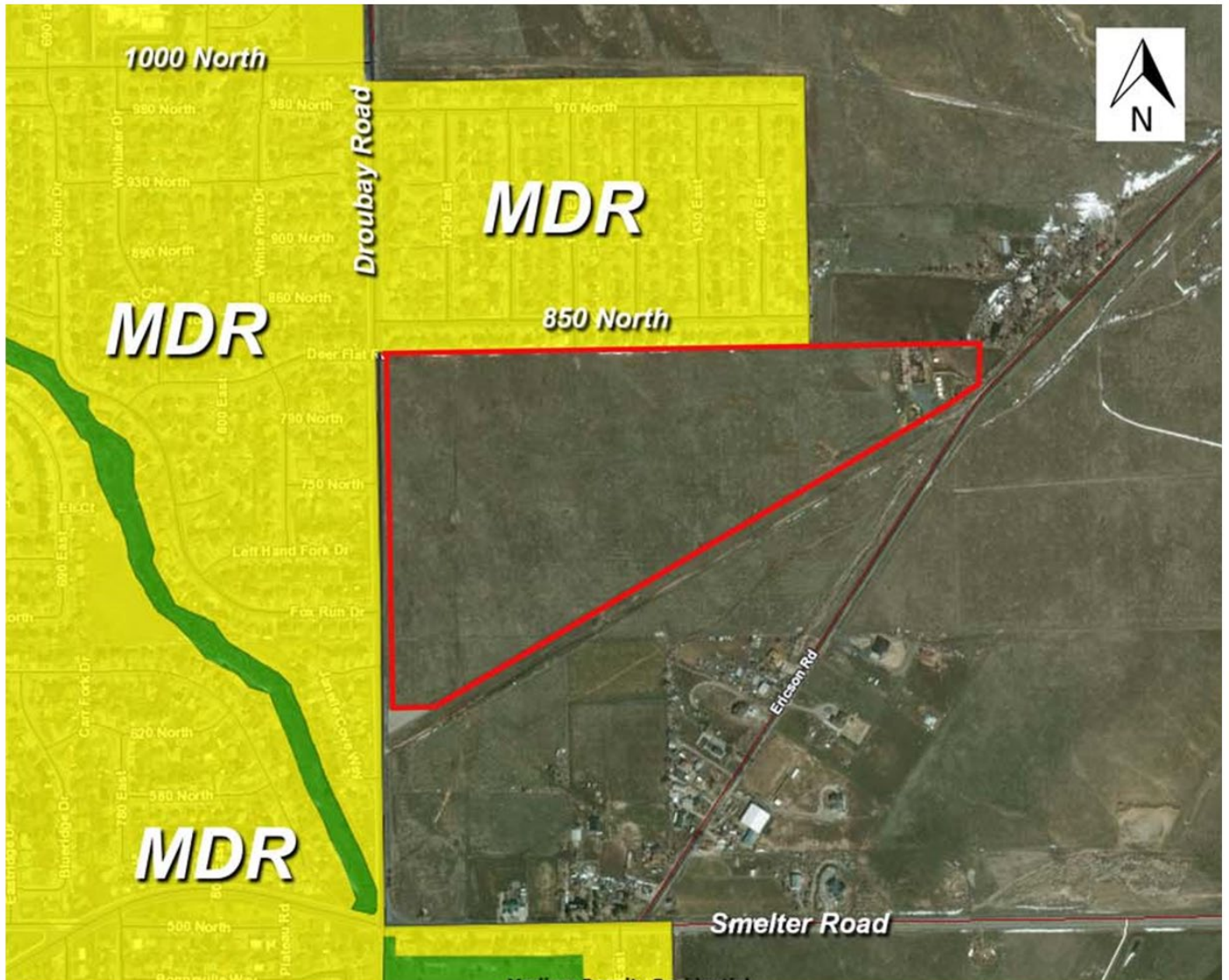
EXHIBIT A

MAPPING PERTINENT TO THE CANYON SPRINGS ANNEXATION PETITION

Aerial View



Current Land Use in Surrounding Areas



Current Zoning in Surrounding Areas

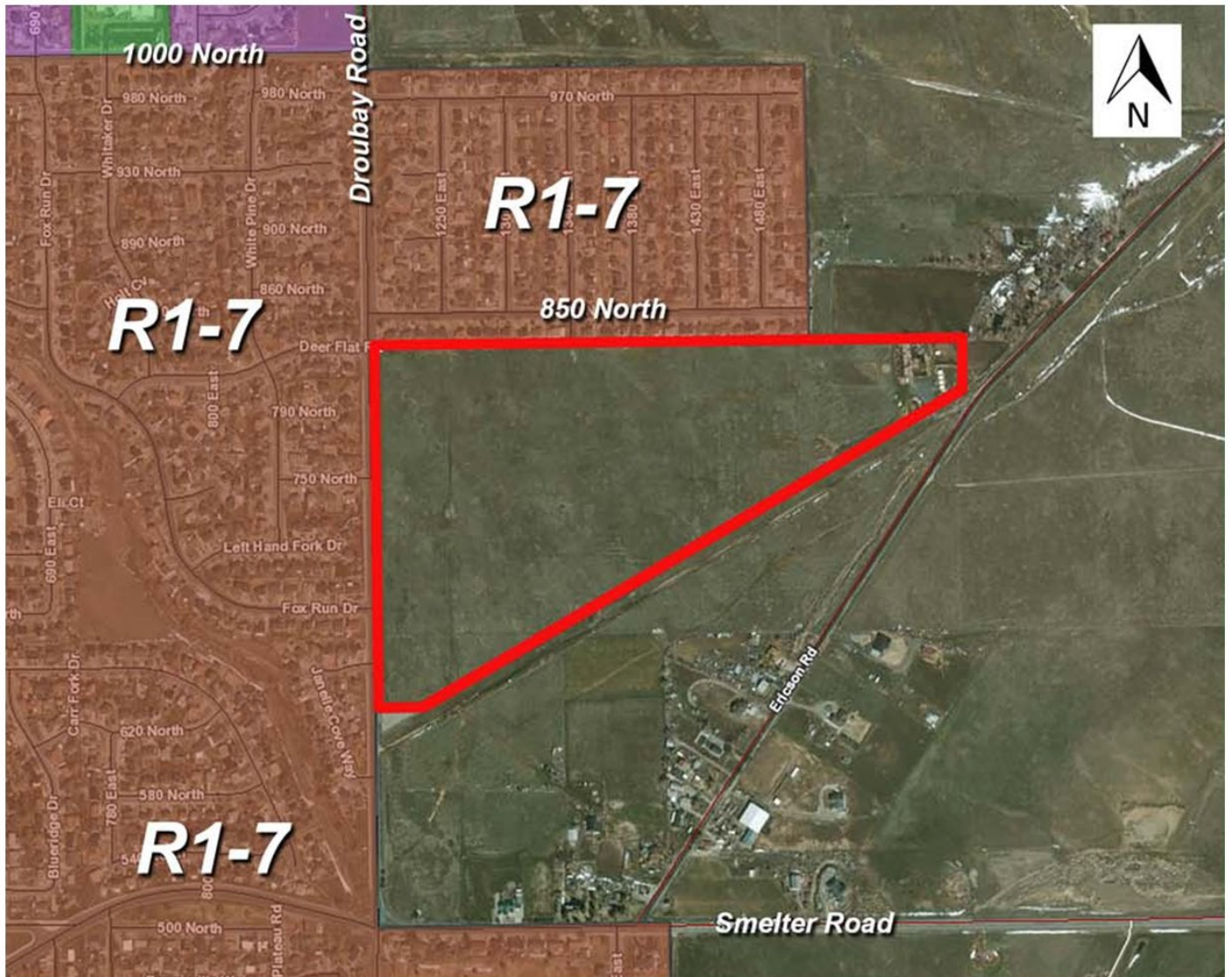


EXHIBIT B

APPLICANT SUBMITTED INFORMATION

Conceptual Subdivision Layout



Statement of intended us for Canyon Springs Development

Canyon Springs is a proposed subdivision to be zoned in accordance with the surrounding area as R-7 zone which allows for 7000 square foot minimum lots sizes but in accordance with the input from the planning commission and city council we are limiting the development to 172 lots with an average size of 11,000 sq. ft. Some will be as large as ½ acre lots.

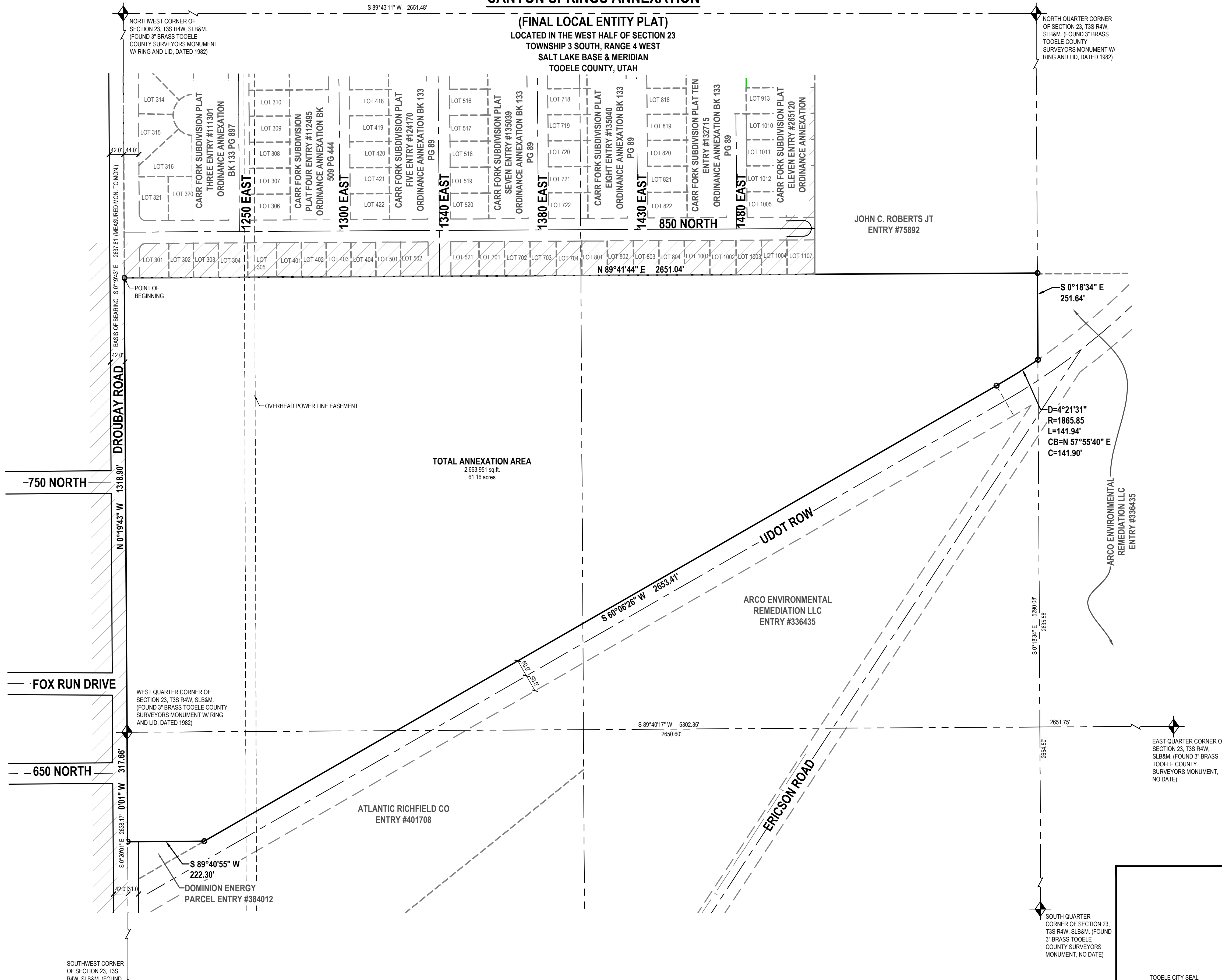
In addition, the developer has agreed to work with Tooele County to provide a trail boarding the annexation parcel to the south on the existing 100' UDOT right of way. Also, there will be trails from the subdivision accessing the new trail and some detention ponds along Drubay Road that will be landscaped to provide play areas for the residents and neighbors of the development.

Since there has recently been an annexation agreement penned by the city attorney and staff, approved by the required majority of the city council and agreed to by the developer, we would like to review that document and make it the framework to complete this annexation.

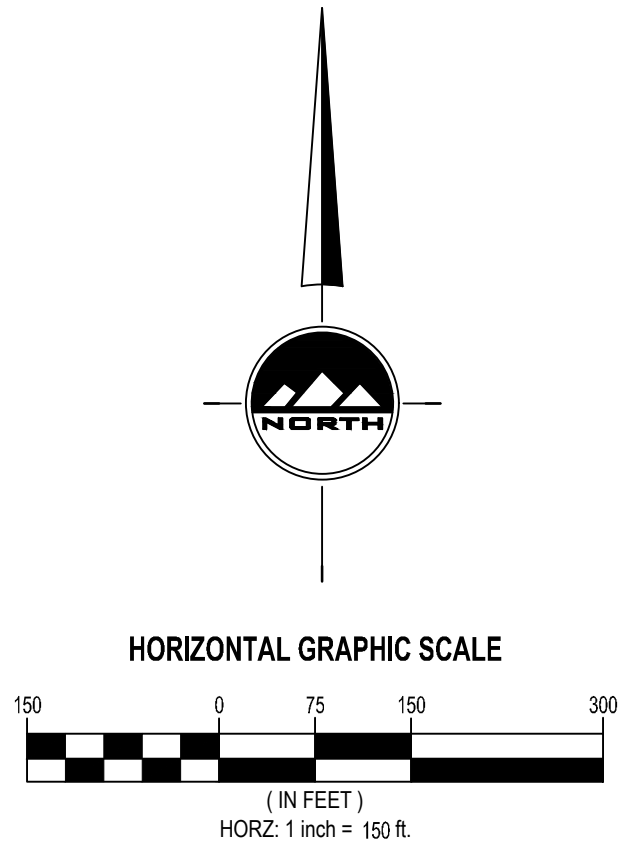
A handwritten signature in blue ink, appearing to read "Hal G. Smith", is centered on the page below the text.

CANYON SPRINGS ANNEXATION

(FINAL LOCAL ENTITY PLAT)
 LOCATED IN THE WEST HALF OF SECTION 23
 TOWNSHIP 3 SOUTH, RANGE 4 WEST
 SALT LAKE BASE & MERIDIAN
 TOOELE COUNTY, UTAH



- LEGEND**
- ANNEXATION BOUNDARY
 - SECTION QUARTER LINE
 - CENTER LINE
 - EASEMENT
 - ADJACENT PROPERTY LINE
 - TOOELE CITY LIMITS



SURVEYOR'S CERTIFICATE
 I, DOUGLAS J. KINSMAN, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 334575 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyor's Act. Do hereby certify that a Final Local Entity Plat, in accordance with Section 17-23-20 of Utah State Code, has been prepared under my direction and is a true and correct representation of said Final Local Entity Plat. I further certify that by authority of Tooele City, I have prepared this Plat for the purpose of adjusting the municipal boundaries of Tooele city and to be hereafter known as CANYON SPRINGS ANNEXATION.

BOUNDARY DESCRIPTION
 A parcel of land, situate in the West half of Section 23, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:
 Beginning at a point on the Section line, which is located South 0°19'43" East 1318.90 feet from the found Northwest Corner of Section 23, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:
 thence North 89°41'44" East 2,651.04 feet to the Quarter Section line;
 thence South 0°19'34" East 261.64 feet along said Section line;
 thence southwesterly 141.94 feet along the arc of a 1865.85 foot radius curve to the right (center bears North 34°15'05" West and the long chord bears South 57°55'40" West through a central angle of 4°21'31");
 thence South 57°06'28" West 2653.41 feet;
 thence South 89°40'55" West 222.30 feet to a point on the Section line;
 thence North 0°20'01" West 317.66 feet along said Section line to the West Quarter Corner of said Section;
 thence North 0°19'43" West 1,318.90 feet along said Section line, to the Point of Beginning.

Contains 2,663,951 square feet or 61.16 acres.
 Date: APRIL 25, 2024
 Douglas J. Kinsman
 License no. 334575

CITY PLANNING COMMISSION APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____,
 BY THE TOOELE CITY COUNCIL

CITY COUNCIL APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____,
 BY THE TOOELE CITY COUNCIL

CHAIRMAN TOOELE CITY COUNCIL _____ ATTESTED BY _____

CITY ATTORNEY'S APPROVAL
 APPROVED AS TO FORM THIS _____ DAY OF _____, 20____,
 BY THE TOOELE CITY ATTORNEY.

TOOELE CITY ATTORNEY _____

COMMUNITY DEVELOPMENT APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____,
 BY THE TOOELE CITY COMMUNITY DEVELOPMENT

TOOELE CITY COMMUNITY DEVELOPMENT _____

CITY ENGINEER'S APPROVAL
 APPROVED AS TO FORM THIS _____ DAY OF _____, 20____,
 BY THE TOOELE CITY ENGINEER

TOOELE CITY ENGINEER _____

CITY RECORDER'S APPROVAL
 APPROVED AS TO FORM THIS _____ DAY OF _____, 20____,
 BY THE TOOELE CITY RECORDER

TOOELE CITY RECORDER _____

DEVELOPER / CLIENT
LOVELL DEVELOPMENT GROUP
 9463 SOUTH KIRKSIDE DR.
 SOUTH JORDAN, UTAH 84009
 CONTACT: BRETT LOVELL
 PHONE: 801-706-4693

SHEET 1 OF 1
 PROJECT NUMBER: 9602
 MANAGER: D. KINSMAN
 DRAWN BY: J. HOWLAND
 CHECKED BY: D. KINSMAN
 DATE: NOVEMBER 2020

COUNTY SURVEYOR APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____,
 BY THE TOOELE COUNTY SURVEYOR.

TOOELE COUNTY SURVEYOR _____

TOOELE
 169 North Main Street Unit 1
 Tooele, Utah 84074
 Phone: 435.843.3590
 Fax: 435.578.0108
 www.ensgneng.com

SALT LAKE CITY
 Phone: 801.253.0529
 LAYTON
 Phone: 801.847.1100
 CEDAR CITY
 Phone: 801.863.1433
 RICHFIELD
 Phone: 435.896.2983

TOOELE CITY MAYOR _____
 ATTEST: CITY RECORDER _____ DATED THIS _____ DAY OF _____, 20____

CANYON SPRINGS ANNEXATION (FINAL LOCAL ENTITY PLAT)
 LOCATED IN THE WEST HALF OF SECTION 23
 TOWNSHIP 3 SOUTH, RANGE 4 WEST
 SALT LAKE BASE & MERIDIAN
 TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER
 RECORDED # _____ DATE: _____ TIME: _____
 STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
 REQUEST OF: _____
 FEES _____ TOOELE COUNTY RECORDER _____

TOOELE CITY CORPORATION

RESOLUTION 2024-56

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING A WATER RIGHTS ALLOCATION FOR THE PERRY COMMERCIAL CENTER UNDER UCA SECTION 10-8-2.

WHEREAS, Tooele City Code Chapter 7-26 governs the exaction by Tooele City of water rights as a condition of land use approval (see also UCA 10-9a-508); and,

WHEREAS, Tooele City received correspondence from Jeff Randall with Anderson Wahlen & Associates requesting the allocation of 33 acre-feet of City-owned municipal water rights to the Perry Commercial Center (see the email request and benefit analysis attached as Exhibit A); and,

WHEREAS, at \$35,000 per acre-foot, the 33 acre-feet of water rights would be valued at \$1,155,000; and,

WHEREAS, the Perry Commercial Center will consist of approximately 256,895 square feet of new commercial construction; and,

WHEREAS, UCA Section 10-8-2(3) requires a study of the year-to-year benefits received by a municipality from a development project as a condition to that municipality providing significant incentives or benefits to the project; and,

WHEREAS, Tooele City's Economic Development Director has performed a study of the benefits anticipated to be received by the City from Perry Commercial Center over the life of the project (see the documents and tables attached as Exhibit B); and,

WHEREAS, the Perry Commercial Center proposal (see the set of documents and correspondence attached as Exhibit A) addresses economic development policy considerations in the following ways:

- The Perry Commercial Center requests 33 acre-feet of water rights.
- An estimated capital investment of \$95,922,500 in acquisition, improvements, and building costs at project buildout.
- The creation of an estimated 443 full-time jobs, with average hourly wages of \$15.13, at project buildout.
- The generation of new sales tax and commercial activity with annual expected retail sales of approximately \$113,461,700, at project buildout.

WHEREAS, despite the allocation of 33 acre-feet of water rights for Perry Commercial Center, the actual water rights utilized in any given year would be in relation

to each phase or building of the Center as it develops rather than providing the entire \$1,155,000 value in the first year. By way of example only, were the coffee shop to apply for a building permit in June of 2026, the 1.359 acre-feet water rights required for the coffee shop would be credited by the City to the project prior to building permit issuance (see coffee shop information contained in Exhibit A); and,

WHEREAS, the portion of sales tax revenue estimated to be received from Perry Commercial's annual taxable sales is estimated to be \$1,271,026, at project buildout (see Exhibit B); and,

WHEREAS, the City Council considers commercial development, such as the proposed Perry Commercial Center, to be generally favorable to Tooele City's fiscal health, and finds it to be an appropriate and lawful governmental purpose to provide the financial and water benefits identified below for the Perry Commercial Center in exchange for the sales tax and other benefits to be obtained by the City from the Perry Commercial Center over the life of the project and during each year of the project, through buildout; and,

WHEREAS, this Resolution and the one-time policy contained therein shall not be considered binding upon the City, in nature or extent, for any other development or project, no matter the benefits anticipated for the City:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the economic development policies and considerations discussed above, the City Council hereby finds that the request for the Perry Commercial Center substantially furthers the economic development policy objectives of the City Council and City Administration, and hereby authorizes the reservation of 33 acre-feet of municipal water rights for the Perry Commercial Center conditioned upon the Perry Commercial Center obtaining City approval of a site plan, City approval of a first building permit, and commencement of vertical construction of a first building within two (2) years of the date of approval of this Resolution, and thereafter pursuant to the time frames established in the November 1, 2023, water rights fee-in-lieu policy approved by Resolution 2023-93, unless the City Council, in its sole discretion, decides in a public meeting to extend this two-year deadline or modify these conditions.

BE IT FURTHER RESOLVED BY THE TOOELE CITY COUNCIL that the City Council's vote on June 19, 2024, to approve the water rights allocation for the Perry Commercial Center is hereby ratified and modified to conform to the language of this Resolution 2024-56.

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 Tooele City Council this
____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Anderson Wahlen & Associates Request

Tue 6/11/2024 5:20 PM
Jeff Randall jeffr@awaeng.com
RE: Perry Commercial Center

John –

Perry Commercial has estimated a need for 33 acre-feet of water for the overall shopping center on the NWC of 2400 North Street and SR-36. Perry Commercial would request the City Council set the price for this water at \$0/ac-ft. This project will bring a significant increase in sales tax and property tax to Tooele City. Attached is our estimate for the items you requested for the City Council meeting. Please review and let me know if you have any questions.

Also, lets get on a call and discuss the city council meeting and if you would like our representation at the meeting.

Thanks.

Jeff Randall

Principal
Anderson Wahlen & Associates
D: 801.410.8504 | C: 801.403.6846
O: 801.521.8529
www.awaengineering.net

From: John Perez <johnp@tooelecity.gov>
Sent: Wednesday, June 5, 2024 6:31 PM
To: Jeff Randall <jeffr@awaeng.com>; Troy Wolverton <troyw@awaeng.com>
Cc: Debbie Winn <dwinn@tooelecity.gov>; Maresa Manzione <mmanzione@tooelecity.gov>; Shilo Baker <ShiloB@tooelecity.gov>; Troy Wolverton <troyw@awaeng.com>
Subject: RE: Perry Commercial Center

Jeff,

If you could have this information to me by COB 6/11.

Thanks,



John Perez, MPA | Tooele City Corporation
Economic Development Director
90 North Main Street | Tooele, UT | 84074
Ph: (435) 843-2169 | Cell: (480) 667-9015
johnp@tooelecity.gov | <https://tooelecity.gov> | [LinkedIn](#)

From: Jeff Randall <jeffr@awaeng.com>
Sent: Wednesday, June 5, 2024 5:25 PM
To: John Perez <johnp@tooelecitey.gov>; Troy Wolverton <troyw@awaeng.com>
Cc: Debbie Winn <dwinn@tooelecitey.gov>; Maresa Manzione <mmanzione@tooelecitey.gov>; Shilo Baker <ShiloB@tooelecitey.gov>; Troy Wolverton <troyw@awaeng.com>
Subject: RE: Perry Commercial Center

John –

Thank you for the follow up. Yes, I did receive your email and we are pulling the information together. When do you need this information for the Council packet?

Jeff Randall

Principal
Anderson Wahlen & Associates
D: 801.410.8504 | C: 801.403.6846
O: 801.521.8529
www.awaengineering.net

From: John Perez <johnp@tooelecitey.gov>
Sent: Wednesday, June 5, 2024 11:31 AM
To: Jeff Randall <jeffr@awaeng.com>; Troy Wolverton <troyw@awaeng.com>
Cc: Debbie Winn <dwinn@tooelecitey.gov>; Maresa Manzione <mmanzione@tooelecitey.gov>; Shilo Baker <ShiloB@tooelecitey.gov>
Subject: RE: Perry Commercial Center

Hello Jeff,

I just wanted to reach out and make sure you received this e-mail.

Please let me know if you have any questions on the inquiries below.

Thanks,



John Perez, MPA | Tooele City Corporation
Economic Development Director
90 North Main Street | Tooele, UT | 84074
Ph: (435) 843-2169 | Cell: (480) 667-9015
johnp@tooelecitey.gov | <https://tooelecitey.gov> | [LinkedIn](#)

From: John Perez
Sent: Monday, June 3, 2024 4:59 PM
To: 'jeffr@awaeng.com' <jeffr@awaeng.com>
Cc: Debbie Winn <dwinn@tooelecitey.gov>; Maresa Manzione <mmanzione@tooelecitey.gov>; Shilo

Baker <ShiloB@tooelecitey.gov>

Subject: Perry Commercial Center

Hello Jeff,

It was a pleasure meeting with the team this afternoon.

Please see the below for requested information. These would be items for inclusion in the resolution for the water rights that will go before the city council on June 19th.

- Capital Investment (new construction costs + equipment)
- Expected Taxable Sales
- # of Full-Time Jobs Created
- Average Wage

Please let me know if you have any questions.

Respectfully,



John Perez, MPA | Tooele City Corporation

Economic Development Director

90 North Main Street | Tooele, UT | 84074

Ph: (435) 843-2169 | Cell: (480) 667-9015

johnp@tooelecitey.gov | <https://tooelecitey.gov> | [LinkedIn](#)

Perry Commercial Tooele

Project Data

	Capital Investment	Expected Taxable Sales (annual)	# of FTE's
Smith's	\$36,000,000	\$62,400,000	154
Pad A	\$3,497,500	\$5,000,000	32
Pad B	\$2,423,500	\$4,500,000	24
Pad C	\$2,000,000	\$2,000,000	20
Pad D	\$2,000,000	\$2,000,000	20
Pad E	\$5,000,000	\$0	8
Pad F	\$2,423,500	\$4,500,000	24
Pad G	\$4,000,000		1
Pad H	\$5,000,000	\$4,700,000	20
Pad I	\$1,500,000	\$1,500,000	8
Pad J	\$2,000,000	\$3,000,000	20
Pad K	\$4,000,000	\$0	8
Pad L	\$2,423,500	\$4,500,000	24
Pad M	\$2,423,500	\$4,500,000	24
Anchor 1	\$3,654,500	\$2,558,150	10
Anchor 2	\$6,000,000	\$4,200,000	14
Anchor 3	\$4,500,000	\$3,150,000	12
Anchor 4	\$5,276,500	\$3,693,550	13
Anchor 5	\$1,800,000	\$1,260,000	7
Totals	\$95,922,500	\$113,461,700	443

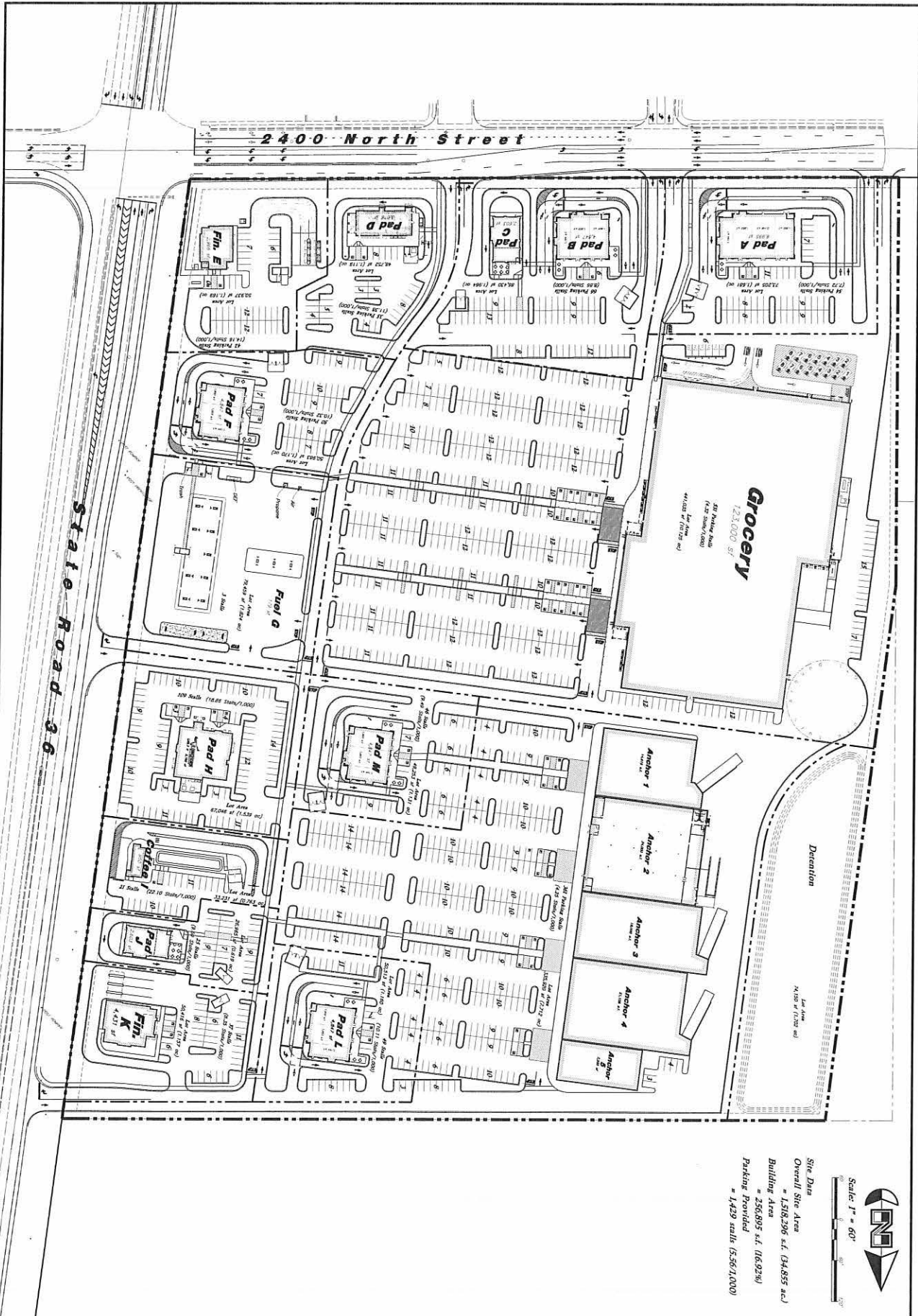
Average Wage	Use
\$19.47	Grocery
\$14.00	2 rest, 2 retail
\$14.00	2 rest, 1 retail
\$14.00	rest
\$14.00	rest
\$15.32	financial institution
\$14.00	2 rest, 1 retail
\$19.47	fuel center
\$22.00	rest
\$14.00	coffee
\$14.00	rest
\$15.16	financial institution
\$14.00	2 rest, 1 retail
\$14.00	2 rest, 1 retail
\$14.00	retail
\$14.00	retail
\$14.00	retail
\$14.00	retail
\$14.00	retail
\$15.13	

Tooele City Culinary Water Shares Tabulation

Note:

1. Usage Estimates based upon actual Meter Data (See attachments).
2. This is just an estimate actual fees will be calculated at the time building permits are requested
3. Drive Thru Pad Sites consist of 1/3 Retail & 2/3 Food User for water impact fee estimates.
4. Landscape Area: 15% of the Overall Site Area = 5,228 Acres (0.15*34,855 Acres).
5. Outdoor Usage assumed Drip Irrigation 2 Acre-ft per Acre with No Sod
6. Drive Thru Food User 1.13 Acre-ft
7. Retail / Financial 0.10 Acre ft

	Pad Location	Lot Area (Square Feet)	Meter Size (inches)	Sq Footage	Indoor Usage (Acre-Ft/Year)	Outdoor Usage (Acre-ft) (15% Overall Landscape)	Total Water Shares per Lot (Indoor+Outdoor in Acre-Feet)	Total ERUs (0.61 ERUs per Acre-Foot)	Water Impact Fee (\$7,805 per ERU)	Sanitary Sewer Impact Fee (\$4,731 per ERU)	Public Safety- Fire Impact Fee (\$187.40 per 1,000 SF)	Public Safety- Police Impact Fee (\$164.70 per 1,000 SF)
1	Grocer	441,035	2	123,000	4.50	3.037	7.537	12.356	\$96,442.05	\$58,458.34	\$23,050.20	\$20,258.10
2	Pad A	73,205	2	6,995	2.36	0.504	2.864	4.695	\$36,647.25	\$22,213.73	\$1,310.86	\$1,152.08
3	Pad B & C	86430	2, 1-1/2	4,847	2.36	0.595	2.955	4.845	\$37,812.64	\$22,920.13	\$908.33	\$798.30
4	Pad D	48752	1-1/2	2,603	1.13	0.336	1.466	2.403	\$18,754.49	\$11,368.03	\$487.80	\$428.71
5	Pad E - Financial	50,937	2	3,076	1.13	0.351	1.481	2.428	\$18,947.03	\$11,484.74	\$576.44	\$506.62
6	Pad F	50983	1-1/2	2,966	0.10	0.351	0.451	0.740	\$5,772.15	\$3,498.79	\$555.83	\$488.50
7	Pad G - Fuel Station	79,459	2	4,847	2.36	0.547	2.907	4.766	\$37,198.35	\$22,547.78	\$908.33	\$798.30
8	Pad H	67046	3/4	137	0.10	0.462	0.562	0.921	\$7,187.63	\$4,356.78	\$25.67	\$22.56
9	Pad I - Coffee	33,231	2	2,829	1.13	0.229	1.359	2.228	\$17,386.77	\$10,538.99	\$530.15	\$465.94
10	Pad J	26965	1-1/2	950	1.13	0.186	1.316	2.157	\$16,834.61	\$10,204.30	\$178.03	\$156.47
11	Pad K - Financial	50416	1-1/2	2,603	1.13	0.347	1.477	2.422	\$18,901.12	\$11,456.91	\$487.80	\$428.71
12	Pad L	50513	1-1/2	4,431	0.10	0.348	0.448	0.734	\$5,730.73	\$3,473.68	\$830.37	\$729.79
13	Pad M	49,253	2	4,847	2.36	0.339	2.699	4.425	\$34,536.59	\$20,934.35	\$908.33	\$798.30
14	Anchor 1, 2, 3, 4 & 5	335,921	1 (Typ. Ea.)	4,847	2.36	2.314	4.674	7.661	\$59,797.89	\$36,246.48	\$908.33	\$798.30
15	Detention Basin	74,150	1	14,618	0.10	0.511	0.611	1.001	\$7,813.64			
Overall Total					22.35	10.457	32.81	53.78	\$419,762.93	\$249,703.03	\$31,666.48	\$27,830.68
Water Rights (\$35,000 per Acre-Ft)									\$1,148,230			
Water Rights Impact Fee (\$7,805.00 per ERU)									\$419,762.93			



Site Data
 Overall Site Area = 1,519,296 s.f. (34.855 ac.)
 Building Area = 256,995 s.f. (5.893 ac.)
 Parking Provided = 1,439 stalls (5.56/1,000)

Conceptual Site Plan
Perry Commercial - Tooele
 2400 North & State Road 36
 Tooele, Utah



12 Jun, 2024
 SHEET NO. **H**

NO.	DATE	DESCRIPTION

Exhibit B

Tooele City Cost/Benefit Analyses

June 13, 2024

The table below represent a sales tax analysis of the Perry Commercial Center at 2400 N & SR 36

Perry Commercial Center is requesting a fee-in-lieu payment be waived.

The total yearly number is based on the concept of the center being fully built out and I compiled a 4 months average of sales tax received by the city of similar types of existing businesses.

Perry Commercial Center (2400 N & SR 36)		
	Sales Tax Received by City	
Type of Business	Monthly	Yearly
Coffee Shop	\$ 2,141.86	\$ 25,702.32
Grocery Store	\$ 39,402.86	\$ 472,834.36
Gas Station/Convenience Store	\$ 2,542.79	\$ 30,513.48
Home Store	\$ 29,402.86	\$ 352,834.36
Outdoor Rec. Store	\$ 1,257.94	\$ 15,095.28
Arts/Crafts Store	\$ 3,133.17	\$ 37,598.00
Pet Store	\$ 3,133.17	\$ 37,598.00
Retail Mix	\$ 2,542.79	\$ 30,513.48
1 Full Service Restaurant	\$ 2,608.41	\$ 31,300.88
6 Drive Through Restaurants	\$ 6,852.34	\$ 82,228.08
12 Retail Offerings	\$ 12,900.68	\$ 154,808.16
Total	\$ 105,918.87	\$ 1,271,026.40
<i>*Estimates based off of 4 months average from sales tax received by similar type of existing Tooele business.</i>		

John Perez, MPA | Tooele City Corporation

Economic Development Director

90 North Main Street | Tooele, UT | 84074

Ph: (435) 843-2169 | Cell: (480) 667-9015

johnp@tooelecit.gov | <https://tooelecit.gov> | [LinkedIn](#)

June 13, 2024

The table below represent a benefits analysis of the Perry Commercial Center at 2400 N & SR 36.

Perry Commercial Center	
Costs	Benefits
<p>Immediate Revenue Loss: Waiving the fee or discounting the fee would result in a loss of revenue for Tooele City, impacting adversely until sales tax and fiscal return of the Perry Commercial Center is received.</p>	<p>Economic Growth: By drawing companies, generating employment, and boosting regional trade, the Perry Commercial Center will promote economic growth in this area of Tooele City.</p>
<p>Infrastructure Costs: If the Perry Commercial Center requires additional infrastructure or services due to increased water usage, there could be additional costs incurred by Tooele city to accommodate these needs, even after a fee has been discounted or waived.</p>	<p>Increased Tax Revenue: Tooele City will receive tax money from Perry Commercial Center in the form of sales taxes and property taxes.</p>
<p>Precedent Setting: Waiving or discounting fees could set a precedent for other developments or businesses to request similar concessions, potentially leading to further financial loss for the city.</p>	<p>Long-Term Investment: Waiving or discounting fees in the short term could be seen as an investment in the long-term economic health and vitality of Tooele City, potentially yielding significant returns through sales tax received over time.</p>

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Below are the anticipated costs and benefits of waiving fees in lieu of water rights conveyance for the Perry Commercial Center in Tooele City, assessing various factors. Here is a structured approach to conducting such a study. Clearly outline the purpose of the study, such as fostering economic development, encouraging investment, or promoting sustainability.

1. Costs:

- Calculate the potential revenue loss from waiving fees.
- Consider any administrative costs associated with processing waivers.
- Assess any impact on infrastructure development and maintenance costs.

2. Benefits:

- Estimate the economic impact of the Perry Commercial Center, including job creation, increased tax revenue, and property value appreciation.
- Consider the broader economic benefits to the community, such as increased business activity and potential spin-off development.
- Assess the environmental benefits, such as reduced water consumption or improved water management practices.

3. Analyze Alternatives:

- Compare the cost of waiving fees with alternative incentives, such as tax incentives or infrastructure improvements.
- Evaluate the potential impact of different incentive structures on the desired outcomes.

4. Future Risks:

- Setting precedent for future developments.
- Exacerbating water scarcity issues.

5. Stakeholder Consultation:

- Engage with stakeholders, including developers, local businesses, residents, and water management authorities, to gather input and address concerns.
- Consider any feedback in refining the cost-benefit analysis.

6. Decision Making:

- Present the findings of the study to decision-makers, providing a clear analysis of the costs and benefits.
- Consider the broader policy goals and priorities of Tooele City in making a decision on whether to waive fees for water rights at the Perry Commercial Center.

7. Monitoring and Evaluation:

- Perry Commercial Center and Kroger Corporation must report on a quarterly basis sales tax figures, number of jobs hired.
- Perry Commercial Center must report quarterly on progress made in the site's occupancy relating to leasing and tenant attractions.
- If completion and operation of mechanisms to monitor the outcomes of the decision, such as tracking job creation, tax revenue, and water usage.
- Periodically evaluate the effectiveness of the incentive program and make adjustments as needed.

By following this structured approach, Tooele City can make an informed decision regarding the waiver of fees for water rights at the Perry Commercial Center, balancing the potential costs and benefits to the community.

TOOELE CITY CORPORATION

RESOLUTION 2024-56

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING A WATER RIGHTS ALLOCATION THE PAYMENT OF A FEE IN LIEU OF WATER RIGHTS CONVEYANCE, BY THE CITY, AND THE RESERVATION OF WATER RIGHTS FOR THE PERRY COMMERCIAL CENTER UNDER UCA SECTION 10-8-2.

WHEREAS, Tooele City Code Chapter 7-26 governs the exaction by Tooele City of water rights as a condition of land use approval (see also UCA 10-9a-508); and,

~~WHEREAS, TCC Section 7-26-2(2) empowers the City Council to adopt a legislative policy allowing for the payment of a fee in lieu of water rights conveyance: “Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system”; and,~~

~~WHEREAS, on November 1, 2023, the City Council approved Resolution 2023-93, adopting an updated fee-in-lieu of water rights conveyance policy referred to in TCC 7-26-2(2), with an effective date of November 1, 2023 (with the original policy being adopted in 2007) (see the November 1 Policy attached as Exhibit A); and,~~

~~WHEREAS, the November 1 Policy requires the consideration of at least the following factors in considering requests to pay the fee in lieu of conveying water rights:~~

- ~~• The number of acre-feet of water rights requested.~~
- ~~• The availability and capacity of City-owned water rights and corresponding water sources.~~
- ~~• The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).~~
- ~~• The amount of sales tax the development is anticipated to generate.~~
- ~~• The amount of property tax the development is anticipated to generate.~~
- ~~• The anticipated environmental, social, and community impacts of the development.~~

~~WHEREAS, the City Council retains sole and exclusive legislative discretion in deciding to allow the payment of the fee-in-lieu; and,~~

WHEREAS, Tooele City received correspondence from Jeff Randall with Anderson Wahlen & Associates requesting the allocation of 33 acre-feet of City-owned

municipal water rights to the Perry Commercial Center, ~~or, in other words, requesting to pay the fee in lieu rather than convey water rights for the Perry Commercial Center, and requesting to set the fee in lieu at \$0 per acre-foot~~ (see the email request and benefit analysis attached as Exhibit AB); and,

WHEREAS, ~~at \$35,000 per acre-foot, the 33 acre-feet of water rights the fee paid in lieu of water rights conveyance for 33 acre-feet would be valued at \$1,155,000 under the November 1 Policy~~; and,

~~WHEREAS, the November 1 Policy limits the allocation of water rights credits to 20 for any given commercial project, but provides the Council with broad discretion to increase that number in consultation with the Public Works Director and upon the recommendation of the Mayor~~; and,

~~WHEREAS, the November 1 Policy limits the allocation of water rights credits to 50 acre-feet in any given 12-month period, and in the most recent 12 months the City Council has allowed the fee in lieu to be paid for about three (3) acre-feet of water, allowing for 47 additional acre-feet in 2024~~; and,

WHEREAS, the Perry Commercial Center will consist of approximately 256,895 square feet of new commercial construction; and,

WHEREAS, UCA Section 10-8-2(3) requires a study of the year-to-year benefits received by a municipality from a development project as a condition to that municipality providing significant incentives or benefits assistance to the project; and,

WHEREAS, Tooele City's Economic Development Director has performed a study of the benefits anticipated to be received by the City from Perry Commercial Center over the life of the project (see the documents and tables attached as Exhibit BC); and,

WHEREAS, the Perry Commercial Center proposal (see the set of documents and correspondence attached as Exhibit AB) addresses the economic development policy considerations ~~identified above and in the November 1 policy~~ in the following ways:

- The Perry Commercial Center requests 33 acre-feet of water rights.
- An estimated capital investment of \$95,922,500 in acquisition, improvements, and building costs at project buildout.
- The creation of an estimated 443 full-time jobs, with average hourly wages of \$15.13, at project buildout.
- The generation of new sales tax and commercial activity with annual expected retail sales of approximately \$113,461,700, at project buildout.

WHEREAS, despite the allocation of 33 acre-feet of water rights for Perry Commercial Center, the actual water rights utilized in any given year would be in relation

to each phase or building of the Center as it develops rather than providing the entire \$1,155,000 value in the first year. By way of example only, were the coffee shop to apply for a building permit in June of 2026, ~~the City would pay for~~ the 1.359 acre-feet water rights required for the coffee shop would be credited by the City to the project prior to building permit issuance, ~~at a cost of \$47,565~~ (see coffee shop information contained in Exhibit AB); and,

WHEREAS, the portion of sales tax revenue estimated to be received from Perry Commercial's annual taxable sales is estimated to be \$1,271,026, at project buildout (see Exhibit BC); and,

WHEREAS, the City Council considers commercial development, such as the proposed Perry Commercial Center, to be generally favorable to Tooele City's fiscal health, and finds it to be an appropriate and lawful governmental purpose to provide the financial and water benefits identified below for the Perry Commercial Center in exchange for the sales tax and other benefits to be obtained by the City from the Perry Commercial Center over the life of the project and during each year of the project, through buildout; and,

WHEREAS, ~~this Resolution contains a water rights fee-in-lieu policy different than the November 1 Policy to the extent and for the reasons stated herein, and~~ this Resolution and the one-time policy contained therein shall not be considered binding upon the City, in nature or extent, for any other development or project, no matter the benefits anticipated for the City:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the economic development legislative policies and considerations discussed above, the City Council hereby finds that the request ~~for of~~ the Perry Commercial Center substantially furthers the economic development policy objectives of ~~complies with~~ the City Council and City Administration's November 1, 2023, policy, and hereby authorizes the reservation of 33 acre-feet of municipal water rights for the Perry Commercial Center, ~~as well as the payment of the fee-in-lieu of water rights by the City, made at the time of building permit application for Perry Commercial Center buildings, for up to 33 acre-feet of municipal water rights, for the fee amount established in the November 1 policy of \$35,000 per acre-foot,~~ conditioned upon the Perry Commercial Center obtaining City approval of a site plan, City approval of a first building permit, and commencement of vertical construction of a first building within two (2) years of the date of approval of this Resolution, and thereafter pursuant to the time frames established in the November 1, 2023, water rights fee-in-lieu policy approved by Resolution 2023-93, November 1 Policy, unless the City Council, in its sole discretion, decides in a public meeting to extend this two-year deadline or modify these conditions.

BE IT FURTHER RESOLVED BY THE TOOEELE CITY COUNCIL that the City Council's vote on June 19, 2024, to approve the water rights allocation for the Perry Commercial Center is hereby ratified and modified to conform to the language of this Resolution 2024-56.

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 Tooele City Council this ____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Anderson Wahlen & Associates Request

Exhibit B

Tooele City Cost/Benefit Analyses

RESOLUTION 2024-57

A RESOLUTION OF THE CITY COUNCIL (THE “COUNCIL”) OF TOOELE CITY, UTAH (THE “CITY”), PROVIDING FOR THE CREATION OF 10TH AND MAIN PUBLIC INFRASTRUCTURE DISTRICT (THE “DISTRICT”) AS AN INDEPENDENT DISTRICT, AUTHORIZING AND APPROVING AN AMENDED AND RESTATED GOVERNING DOCUMENT AND AN AMENDED AND RESTATED INTERLOCAL AGREEMENT; APPOINTING A BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, on March 20, 2024 the City adopted a resolution authorizing the creation of the 10th and Main Public Infrastructure District (the “District”) and approving a Governing Document (the “Original Governing Document”) and an Interlocal Agreement between the City and the District (“Original Interlocal Agreement”); and

WHEREAS, a petition (the “Petition”) was filed with the City requesting adoption by resolution the approval of the creation of a Public Infrastructure District pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the “Act”) within the City and the annexation or withdrawal of any portion of the boundaries of the District therefrom without further approval or hearings of the City or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the District (the “Property Owners”); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the City, prior to consideration of this Resolution, held public hearings after 6:00 p.m. to receive input from the public regarding the creation of the District and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, the hearing on the Petition was held at the City Hall because there is no reasonable place to hold a public hearing within the District’s boundaries, and the hearing at the City Hall was held as close to the applicable area as reasonably possible; and

WHEREAS, the City properly published notice of the public hearing in compliance with Section 17B-1-211(1) of the Act; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the public hearing on the Petition; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the District under Section 17D-4-202(c) of the PID Act because they are agents of property owners within the District's boundaries (as further set forth in the Petition); and

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the Property Owners and the District have requested certain amendments to the Original Governing Document in connection with limiting the imposition of property taxes by the District; and

WHEREAS, the City and District desire to amend the Original Governing Document and the Original Interlocal Agreement to require the District to receive the written consent of 100% of surface property owners within District six months prior to the imposition or collection of property taxes, and make additional changes in connection therewith; and

WHEREAS, pursuant to the PID Act, a governing document may be amended by resolutions adopted by the creating entity and the applicable district approving such amendment; and

WHEREAS, it is anticipated that hereafter the District will adopt a resolution approving the amendments contemplated herein; and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of an Amended and Restated Governing Document (the "Governing Document") attached hereto as Exhibit B and an Amended and Restated Interlocal Agreement between the City and the District, attached to the Governing Document as Governing Document Exhibit D; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah the District a Notice of Boundary Action attached hereto as Exhibit C (the "Boundary Notice") and a Final Entity Plat attached as Boundary Notice Appendix B (or as shall be finalized in accordance with the boundaries approved hereunder) (the "Plat").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. The District is hereby created as a separate entity from the City in accordance with the Governing Document and the Act. The boundaries of the District shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation or withdrawal of any area within the Annexation Area (as defined in the Governing

Document) into or from the District, as applicable, without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and the Governing Document.

4. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure within and without the Annexation Area upon annexation thereof into the Districts without further request of the Districts to the City to provide such service under 17B-1-407, Utah Code Annotated 1953 or resolutions of the City under 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Council that the creation of the District is appropriate to the general welfare, order and security of the City, and the organization of the District pursuant to the PID Act is hereby approved.

6. The Original Governing Document and the Original Interlocal Agreement are hereby amended and restated. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibit B is hereby authorized and approved and the District shall be governed by the terms thereof and applicable law.

7. The Trustees of the Board of the District shall be initially composed of the same members. The initial Board of the District is hereby appointed as follows:

- (a) Trustee 1 – Victor M. Kimball, for an initial 6-year term;
- (b) Trustee 2 – Justin M. Kimball, for an initial 6-year term; and
- (c) Trustee 3 – Jayd Peterson, for an initial 4-year term.
- (d) Trustee 4 – David M. Kimball, for an initial 4-year term.
- (e) Trustee 5 – Ryan V. Kimball, for an initial 4-year term.

(f) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

8. The Council does hereby authorize the Mayor or a Councilmember to execute the Boundary Notice in substantially the form attached as Exhibit C, the Plats, and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to recordation of certificates of creation for the District, the Council does hereby authorize the Mayor, a Councilmember, the City Attorney, or the City Manager to make any corrections, deletions, or additions to the Governing Document, the Interlocal Agreement, and the Boundary Notice or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments,

to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

10. The Board of Trustees of the District (the “District Board”) is hereby authorized and directed to record such Governing Document with the recorder of the Tooele County within thirty (30) days of the issuance of the Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

13. This resolution shall take effect immediately provided that, in the event that the Plat is not finalized for submission to the Office of the Lieutenant Governor until a date that is more than thirty (30) days after adoption of this Resolution, the effective date of this Resolution will be deemed to be the date the Plat is finalized, as certified in writing by any one of the Mayor, a Councilperson, or the City Attorney.

PASSED AND ADOPTED by the City Council of Tooele City, Utah, this July 17, 2024.

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Council of the City adjourned.

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF TOOELE)

I, Michelle Pitt, the undersigned duly qualified and acting City Recorder of Tooele City, Utah (the “City”), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the “Council”), had and taken at a lawful meeting of the Council on July 17, 2024, commencing at the hour of 7:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this July 17, 2024.

By: _____
 City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Michelle Pitt, the undersigned City Recorder of Tooele City, Utah (the “City”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the “Council”) on July 17, 2024, not less than twenty-four (24) hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City’s official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the City to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City’s official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this July 17, 2024.

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, July 17, 2024 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecitey.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecitey.gov.

We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecitey> or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecitey.gov anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Fire Department New Recruits and Award**
4. **Youth Court Presentation**
5. **Public Comment Period**
6. **Public Hearing** on a Petition for the Canyon Springs Annexation of 61.16 Acres of Land at approximately 750 North Droubay Road by Howard Schmidt into the Tooele City Corporate Limits
Presented by Andrew Aagard, Community Development Director
7. **Resolution 2024-56** A Resolution of the Tooele City Council Authorizing the Payment of a Fee in Lieu of Water Rights Conveyance, by the City, and the Reservation of Water Rights for the Perry Commercial Center
Presented by John Perez, Economic Development Director
8. **Resolution 2024-57** A Resolution of the City Council (The "Council") of Tooele City, Utah (The "City"), Providing for the Creation of 10th and Main Public Infrastructure District (The District") as an Independent District, Authorizing and Approving an Amended and Restated Governing Document and an Amended and Restated Interlocal Agreement; Appointing a Board of Trustees; Authorizing Other Documents in Connection Therewith; and Related Matters
Presented by John Perez, Economic Development Director
9. **Resolution 2024-58** A Resolution of the Tooele City Council Acknowledging the Mayor's Appointment of Jon Gossett to the Planning Commission as an Alternate Commission Member
Presented by Mayor Debbie Winn

10. **Resolution 2024-59** A Resolution of the Tooele City Council Approving and Ratifying a Change Order No. 1 to a Roadway Improvements Project for the 2000 North and Berra Boulevard Roundabout Intersection Improvements

Presented by Jamie Grandpre, Public Works Director

11. **Renumbering Resolution #2024-27**, Regarding the Tier 2 Public Safety/Fire Pick-up Election, to Resolution #2024-37

Presented by Michelle Pitt, City Recorder

12. **Renumbering Resolution #2024-33**, Regarding the School Resource Officer Retention Bonus, to Resolution #2024-34

Presented by Michelle Pitt, City Recorder

13. **Invoices & Purchase Orders**

Presented by Michelle Pitt, City Recorder

14. **Minutes**

~June 19, 2024 Work Meeting

~June 19, 2024 Business Meeting

15. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations should notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2111 or michellep@tooelecity.gov, prior to the meeting.

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

TOOELE CITY CORPORATION

ORDINANCE 2024-01

AN ORDINANCE OF THE TOOELE CITY COUNCIL ESTABLISHING THE DATES, TIMES, AND PLACES OF ITS PUBLIC MEETINGS IN 2024.

WHEREAS, Tooele City Charter Section 2-04 and Tooele City Code Section 1-5-3 require the City Council to prescribe by ordinance the date, time, and place of its public meetings, and provide for at least one public meeting to be held each month;

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the Tooele City Council's regular public meetings for calendar year 2024 shall be held at Tooele City Hall, 90 North Main Street, Tooele, Utah as follows:

- Work Meetings: at 5:30 p.m. on the first and third Wednesdays of every month, as follows, except as otherwise noticed by the City Recorder's Office;
- Business Meetings: at 7:00 p.m., on the first and third Wednesdays of every month, as follows, except as otherwise noticed by the City Recorder's Office:

January 3 and 17

February 7 and 21

March 6 and 20

April 3 and 17

May 1 and 15

June 5 and 19

July 17

August 7 and 21

September 4 and 18

October 2 and 16

November 6 and 20

December 4 and 18

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this 3rd day of January, 2024.

EXHIBIT B
GOVERNING DOCUMENT

**AMENDED AND RESTATED GOVERNING DOCUMENT
FOR
10TH AND MAIN PUBLIC INFRASTRUCTURE DISTRICT
TOOELE CITY, UTAH**

Prepared

by

York Howell, LLC
South Jordan, Utah

_____, 2024

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LIST OF EXHIBITS

<u>EXHIBIT A</u>	Legal Descriptions
<u>EXHIBIT B</u>	Tooele City Vicinity Map
<u>EXHIBIT C</u>	Initial District Boundaries Map and Annexation Area Map
<u>EXHIBIT D</u>	Interlocal Agreement between the District and Tooele City

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by state or local law or this Governing Document, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible, or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Governing Document.

The City's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Assessments. Debt, which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an Interlocal Agreement with the City or relevant public entity.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an Interlocal Agreement, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which

shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties (or repaid from a combination of Assessments and a mill levy). The District may only impose and collect property taxes six months following the receipt of written consent of 100% of surface property owners to the imposition and collection of such property taxes. The District shall not be permitted to receive such written consent prior to [____], 2025, one year from the effective date of this Governing Document. Immediately following the receipt of written consent of 100% of surface property owners to the imposition and collection of taxes, the District shall record a notice with the recorder of Tooele County stating that the District may finance and repay infrastructure and other improvements through the levy of a property tax. It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

D. Applicability. This Governing Document is not intended to and does not create any rights or remedies in favor of any party other than the City. Failure of the District to comply with any terms or conditions of this Governing Document shall not relieve any party of an obligation to the District or create a basis for a party to challenge the incorporation or operation of the District, or any Debt issued by the District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Map which have been approved by the City for annexation into or withdrawal from the District upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit C**, describing the property proposed for annexation within the District.

Approved Development Plan: means a preliminary development plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the District Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Assessment: means the levy of an assessment secured by a lien on property within a District to pay for the costs of Public Improvements benefitting such property, as may be levied pursuant to the Assessment Act.

Assessment Act: means Title 11, Chapter 42, Utah Code as may be amended from time to time.

Board: means the board of trustees of the District.

Bond, Bonds, or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Assessments.

City: means Tooele City, Utah.

City Code: means the City Code of Tooele City, Utah.

City Council: means the City Council of Tooele City, Utah.

C-PACE Act: means Title 11, Chapter 42a of the Utah Code, as amended from time to time and any successor statute thereto.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

Developer: means collectively Tally Three, LLC, MRI Investment, LLC, Golden Heights, LLC and 1030 Salt Lake City, LLC.

District: means 10th and Main Public Infrastructure District.

District Act: means the Special District Act and the PID Act.

District Area: means the property within the Initial District Boundaries Map and the Annexation Area Map.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Fees: means any fee imposed by the District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the District approved by the City Council Commission.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City’s ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundaries Map and more particularly described by the legal descriptions found in **Exhibit A**.

Initial District Boundary Map: means the map attached hereto as **Exhibit C**, describing the District’s initial boundaries.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Debt Mill Levy.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.D below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an individual listed as a public finance advisor in the Bond Buyer’s Municipal Market Place; and (iii) is not an officer or employee of the District.

Project: means the development or property commonly referred to as 10th and Main.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally described in the District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board.

Special District Act: means Title 17B of the Utah Code, as amended from time to time.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by the District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 33 acres, and the Annexation Area Boundaries includes approximately 33 acres (including the entirety of the Initial District Boundaries). A legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and Annexation Area Map is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District Area consists of approximately 33 acres of unimproved land.

Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, AND SERVICES

A. Powers of the District and Governing Document Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. **Operations and Maintenance Limitation.** The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate public entity or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate, and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to, street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

2. **Reserved.**

3. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by an engineer who certifies as part of such fair market value determination that they are independent of such District.

Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Annexation and Withdrawal.

(a) The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

(b) The City, by approval of this Governing Document, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such annexation.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with this Section shall not constitute an amendment of this Governing Document.

7. Overlap Limitation. Without the written consent of the City, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

8. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

9. Total Debt Issuance Limitation. The District shall not issue Limited Tax Debt in excess of Eighteen Million Dollars (\$18,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District. For any capital appreciation Debt issued by the District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount. Any Assessment Debt or C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of Assessment Debt or C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

10. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term, and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the state under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

(c) Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such

material modification has been approved by the City as part of a Governing Document Amendment.

11. Governing Document Amendment Requirement.

This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolution of the City and the applicable District approving such amendment.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately \$15,000,000.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, state, or federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of five (5) Trustees who shall be appointed by the City Council pursuant to the PID Act. All Trustees shall be at large seats. Trustee terms for the District shall be staggered with initial terms as follows: Trustees 3, 4, and 5 shall serve an initial term of four (4) years; Trustees 1 and 2 shall serve an initial term of six (6) years. All terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of such Districts.

B. Transition to Elected Board. The Board shall continue to be appointed by the City Council and comprised of owners of land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least one-fifth of the taxable value of the property within such District shall be entitled to nominate one trustee seat for each one-fifth value (provided that the City retains discretion to reject any nominee and request a new nominee from such property owner).

No transition pursuant to this Section shall become effective until the scheduled regular election of the District in conjunction with the expiration of the then current term.

C. Reelection and Reappointment. Upon the expiration of a Trustee’s respective term, the Board shall continue to be appointed by the City Council and comprised of owners of land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least one-fifth of the taxable value of the property within the District shall be entitled to nominate one trustee seat for each one-fifth value (provided that the City retains discretion to reject any nominee and request a new nominee from such property owner).

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Special District Act.

E. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with state law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with Section 17D-4-202 and Section 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. RESERVED

VIII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. In addition, the District shall be permitted to finance the prepayment of impact fees for the Project. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments and other legally available revenues. The total Limited Tax Debt that the District shall be permitted to issue shall not exceed Eighteen Million Dollars (\$18,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District. For any capital appreciation Debt issued by the District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount. Any Assessment Debt or C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of Assessment Debt or C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the applicable Assessment and/or C-PACE Acts. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. The District may also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. In addition the District may also rely on the revenues generated by that certain Development and Participation Agreement dated February 5, 2020 (“D&P Agreement”) between the developer and

the Redevelopment Agency of Tooele City (“Agency”) whereby the Agency agreed to pay the developer (1) “Guaranteed Payments” of \$150,000 per year for 15 years and (2) 95% of all Tax Increment Revenues generated by and received by the Agency annually under interlocal agreements between the Agency, City and the school district subject to certain limitations to repay the Debt.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, state law, and federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

(a) The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.0100 per dollar of taxable value of taxable property in the District. C-PACE Assessments are not subject to the foregoing limit. The foregoing limit shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code. Such Maximum Debt Mill Levy may also be used to pay administrative expenses of the District.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

D. Maximum Debt Mill Levy Imposition Term.

Each bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the year of the first imposition of a mill levy with respect to such bond (the “Maximum Debt Mill Levy Imposition Term”).

E. Debt Repayment Sources.

The District may only impose and collect property taxes six months following the receipt of written consent of 100% of surface property owners to the imposition and collection of such property taxes. The District shall not be permitted to receive such written consent prior to [____], 2025, one year from the effective date of this Governing Document. In the event that the District obtains written consent of 100% of surface property owners to the imposition and collection of property taxes, the District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The District may also rely on revenues generated from the D&P Agreement with the Agency as a source of revenue for repayment of debt service.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Fifty Thousand Dollars (\$50,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues and may also be financed for a period of time until District revenues are anticipated to be sufficient to

bear such costs. The District may also enter into a reimbursement agreement with the developer of the Project to reimburse such developer for any such administrative costs paid by developer.

I. Bond and Disclosure Counsel; Municipal Advisor.

It is the intent of the City that the District shall use competent and nationally recognized bond and disclosure counsel and Municipal Advisor with respect to District Bonds to ensure proper issuance and compliance with this Governing Document.

IX. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the City Administration's Office no later than 210 days following the end of the District's fiscal year, beginning with fiscal year 2024.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of the last day of the prior fiscal year, if changed.
2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers;
4. District office contact information, if changed;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year, if any;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;
8. A summary of the total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Current year budget including a description of the Public Improvements to be constructed in such year;

10. Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute);
11. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and
12. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of the District Board that the purposes for which the District was created has been accomplished, the District shall file a petition for dissolution, pursuant to the applicable state statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to state statutes and disbursed of all assets of the District.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the effective date adoption of this Amended and Restated Governing Document, the Board shall record a notice with the recorder of Tooele County. Such notice shall (a) contain a description of the boundaries of the District; (b) state that a copy of this Governing Document is on file at the office of the City; (c) state that the District may finance and repay infrastructure and other improvements through the imposition of Assessments; and (d) state that the District is not authorized to impose any property taxes for at least six months following the receipt of written consent of 100% of surface property owners to the imposition and collection of such property taxes and that the District may not receive such consent until at least one year following the effective date of this Amended and Restated Governing Document. Such notice shall further be filed with the City.

If the District receives 100% surface property owner consent to impose and collect property taxes, the District shall immediately record a notice with the recorder of Tooele County stating that the District may finance and repay infrastructure and other improvements through the levy of a property tax. Furthermore, in the event that the District obtains the authorization to impose and collect property taxes, the Developer and the Board shall ensure that the Developer, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

- (1) All of the information in the first paragraph of this Section XI;
- (2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$1,000** for the duration of the District’s Bonds.”

- (3) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

XII. INTERLOCAL AGREEMENT

The form of the Interlocal Agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit D** at its first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Interlocal Agreement in the form attached as **Exhibit D** at the public hearing approving the Governing Document.

EXHIBIT A

Legal Descriptions

A parcel of land, situated in the Northeast Quarter of Section 21, 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 which is located South 89°43'20" West 1393.04 feet along the section line, and South 0°16'40" East 188.60 feet to the Point of Beginning from the Northeast Corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North 89°20'34" West 308.78 feet;

thence South 0°35'42" West 303.70 feet;

thence South 89°20'34" East 68.04 feet;

thence South 0°39'26" West 25.00 feet;

thence South 89°20'34" East 180.00 feet;

thence North 0°39'26" East 25.00 feet;

thence South 89°20'34" East 60.68 feet to the Westerly Right of Way line of Utah State Highway No. 36;

thence South 1°32'46" West 712.55 feet along said Westerly line;

thence North 89°14'12" West 301.31 feet;

thence South 1°43'18" West 163.83 feet;

thence South 89°45'23" West 916.84 feet;

thence North 0°12'04" West 569.90 feet along Centerline of 200 West;

thence North 89°47'24" East 41.78 feet to Easterly Right of Way line of 200 West Street;

thence North 0°12'21" West 732.95 feet along said Right of Way line;

thence North 89°45'57" East 1187.58 feet;

thence Southeasterly 25.84 feet along the arc of a 39.00 foot radius curve to the right (center bears South 20°23'41" West and the chord bears South 50°37'27" East 25.37 feet with a central angle of 37°57'44");

thence South 0°35'17" East 112.15 feet to the Point of Beginning.

Contains 1,426,323 square feet or 32.93 acres

Annexation Area Boundaries

A parcel of land, situated in the Northeast Quarter of Section 21, 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 which is located South 89°43'20" West 1393.04 feet along the section line, and South 0°16'40" East 188.60 feet to the Point of Beginning from the Northeast Corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:
thence North 89°20'34" West 308.78 feet;
thence South 0°35'42" West 303.70 feet;
thence South 89°20'34" East 68.04 feet;
thence South 0°39'26" West 25.00 feet;
thence South 89°20'34" East 180.00 feet;
thence North 0°39'26" East 25.00 feet;
thence South 89°20'34" East 60.68 feet to the Westerly Right of Way line of Utah State Highway No. 36;
thence South 1°32'46" West 712.55 feet along said Westerly line;
thence North 89°14'12" West 301.31 feet;
thence South 1°43'18" West 163.83 feet;
thence South 89°45'23" West 916.84 feet;
thence North 0°12'04" West 569.90 feet along Centerline of 200 West;
thence North 89°47'24" East 41.78 feet to Easterly Right of Way line of 200 West Street;
thence North 0°12'21" West 732.95 feet along said Right of Way line;
thence North 89°45'57" East 1187.58 feet;
thence Southeasterly 25.84 feet along the arc of a 39.00 foot radius curve to the right (center bears South 20°23'41" West and the chord bears South 50°37'27" East 25.37 feet with a central angle of 37°57'44");
thence South 0°35'17" East 112.15 feet to the Point of Beginning.
Contains 1,426,323 square feet or 32.93 acres

EXHIBIT B

Tooele City Vicinity Map

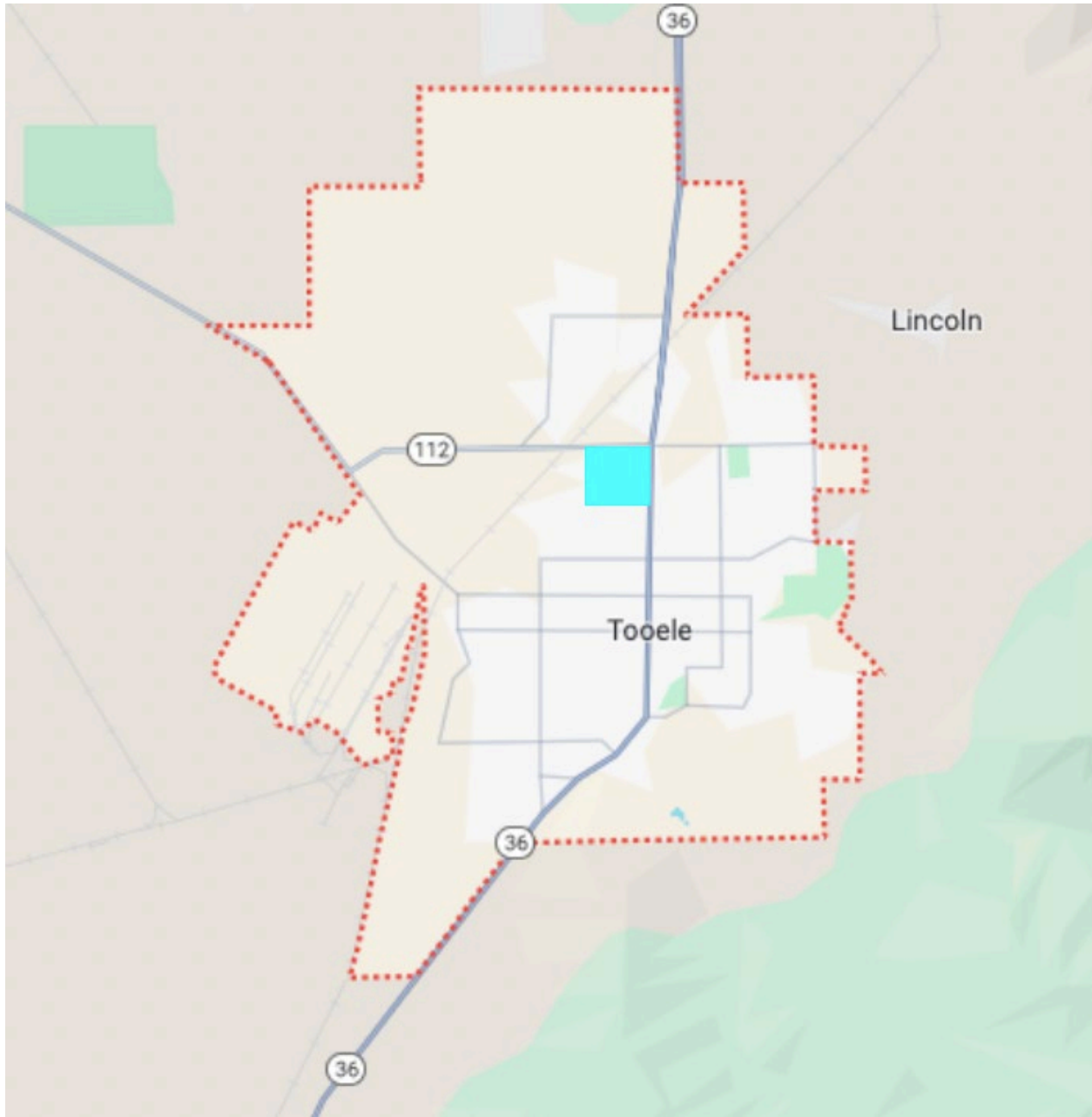
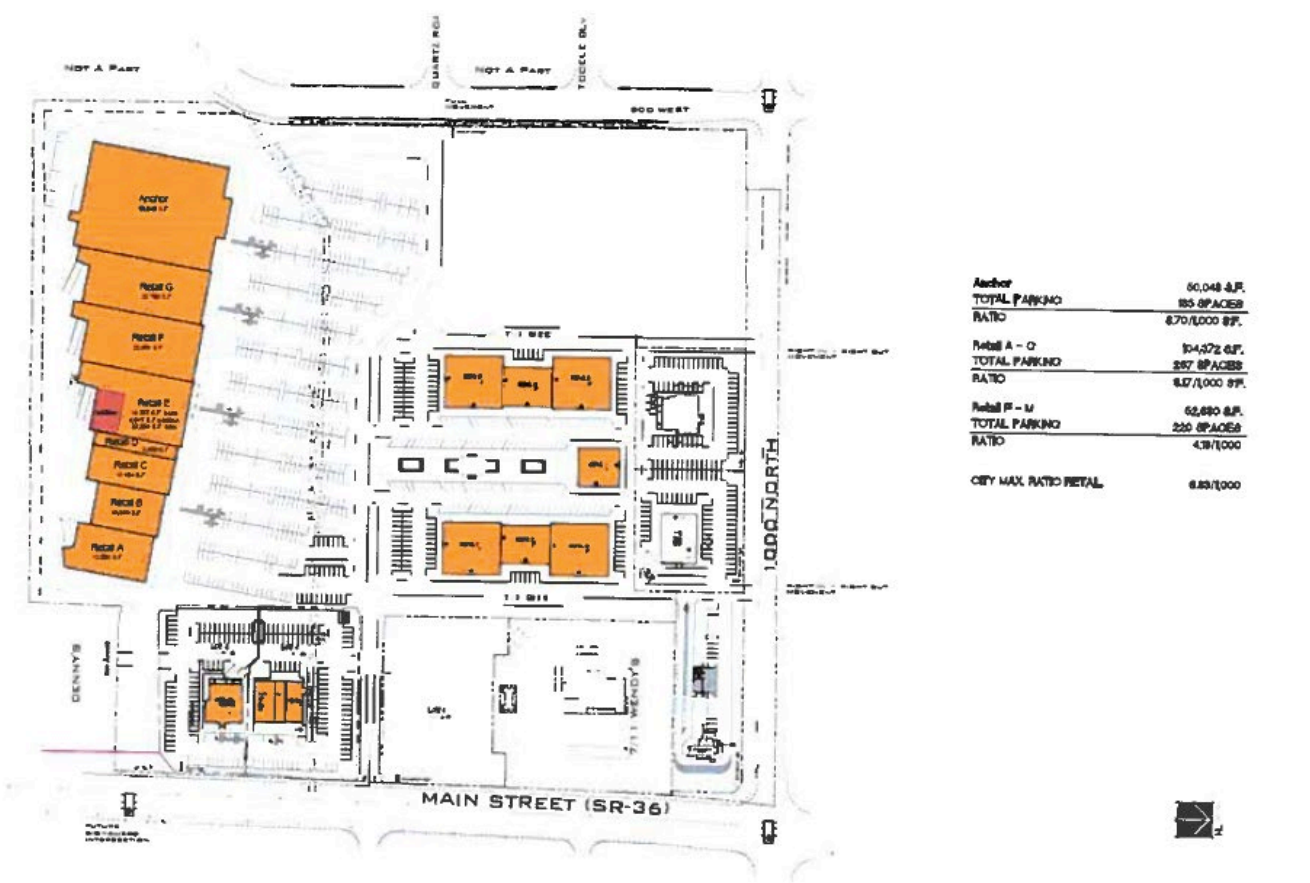


EXHIBIT C

Initial District Boundaries Map and Annexation Area Map



Tooele - 10th & Main
TOOELE, UTAH

-E

EXHIBIT D

Interlocal Agreement between the District and Tooele City

**AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
TOOELE CITY, UTAH
AND
10TH AND MAIN PUBLIC INFRASTRUCTURE DISTRICT**

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2024, by and between TOOELE CITY, a municipal corporation of the State of Utah (“City”), and 10th AND MAIN PUBLIC INFRASTRUCTURE DISTRICT, a political subdivision of the State of Utah (the “District”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide to exercise powers as are more specifically set forth in the District’s Amended and Restated Governing Document approved by the City on _____ (“Governing Document”); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto.

2. Reserved.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, as applicable. The District will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Issuance of Privately Placed Debt/Municipal Advisor Certificate. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. By the Governing Document, the City has consented to the annexation or withdrawal of any area within the Annexation Area into or from the District Boundaries. The District shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the surface property owners of 100% of such property and/or 100% of registered voters within the area to be included, as applicable, as provided in Section 17D-4-201(3), Utah Code.

6. Overlap Limitation. Without the written consent of the City, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Governing Document), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

8. Total Debt Issuance. The District shall not issue Debt in excess of Eighteen Million Dollars (\$18,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District. For any capital appreciation Debt issued by the District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount.

9. Bankruptcy. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the state under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

10. Dissolution. Upon an independent determination of the District Board that the purposes for which the District was created have been accomplished, the District agrees to file a petition for dissolution, pursuant to the applicable state statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to state statutes.

11. Disclosure to Purchasers. Within thirty (30) days of the effective date adoption of the Amended and Restated Governing Document, the Board shall record a notice with the recorder of Tooele County. Such notice shall (a) contain a description of the boundaries of the District; (b) state that a copy of the Governing Document is on file at the office of the City; (c) state that the District may finance and repay infrastructure and other improvements through the imposition of Assessments; and (d) state that the District is not authorized to impose any property taxes for at least six months following the receipt of written consent of 100% of surface property owners to the imposition and collection of such property taxes and that the District may not receive such consent until at least one year following the effective date of the Amended and Restated Governing Document. Such notice shall further be filed with the City.

If the District receives 100% surface property owner consent to impose and collect property taxes, the District shall immediately record a notice with the recorder of Tooele County stating that the District may finance and repay infrastructure and other improvements through the levy of a property tax. Furthermore, in the event that the District obtains the authorization to impose and collect property taxes, the Developer and the Board shall ensure that the Developer, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

- (1) All of the information in the first paragraph of this section;
- (2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$1,000** for the duration of the District’s Bonds.”

(3) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

12. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in Section V.A.1-9 or Section VIII.B-G of the Governing Document shall be deemed to be material modifications to the Governing Document and the City shall be entitled to all remedies available under state and local law to enjoin such actions of the District.

13. Annual Report. The District shall be responsible for submitting an annual report to the City Manager's Office no later than 210 days after the close of the District's fiscal year, commencing fiscal year 2024, containing the information set forth in Section VIII of the Governing Document.

14. Reserved.

15. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.0100 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8). Such Maximum Debt Mill Levy may also be used to pay administrative expenses of the District.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202.

16. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the year of the first imposition of a mill levy with respect to such bond (the "Maximum Debt Mill Levy Imposition Term").

17. Notices. All notices, demands, requests, or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: 10th and Main Public Infrastructure District
 c/o York Howell
 Attn: M. Thomas Jolley, Esq.
 10610 South Jordan Gateway, Suite 200
 South Jordan, Utah 84095
 tom@yorkhowell.com
 (801) 527-1040

To the City: Tooele City
 c/o Office of Economic Development
 Attn: Economic Development Director
 90 North Main Street
 Tooele, Utah 84074
 Phone: (435) 843-2169

All notices, demands, requests, or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

19. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

20. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

21. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

22. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

23. Inurement. Each of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

24. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

25. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms,

conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

26. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

28. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

29. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

10TH AND MAIN PUBLIC
INFRASTRUCTURE DISTRICT

By: _____
President

Attest:

Secretary

APPROVED AS TO FORM: _____

TOOELE CITY

By: _____
_____, Chair

Attest:

By: _____

Its: _____

APPROVED AS TO FORM: _____

EXHIBIT C

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

(10th and Main Public Infrastructure District)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Tooele City, Utah (the “Council”), acting in its capacity as the creating entity for 10th and Main Public Infrastructure District (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on July 17, 2024 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Tooele County, Utah, is attached as APPENDIX “B” hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this July 17, 2024.

**CITY COUNCIL OF TOOELE CITY, UTAH,
acting in its capacity as the creating authority for
10TH AND MAIN PUBLIC INFRASTRUCTURE
DISTRICT**

By: _____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
COUNTY OF TOOELE)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2024.

NOTARY PUBLIC

Tooele, Utah

July 17, 2024

The City Council (the “Council”) of Tooele City, Utah (the “City”), met in regular session (including by electronic means) on July 17, 2024, at its regular meeting place in Tooele, Utah at 7:00 p.m., with the following members of the Council being present:

Debbie Winn	Mayor/City Manager
Justin Brady	Councilmember
Melodi Gochis	Councilmember
Ed Hansen	Councilmember
Maresa Manzione	Councilmember
Dave McCall	Councilmember

Also present:

Michelle Pitt	City Recorder
Roger Baker	City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this July 17, 2024, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____ adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Mayor and recorded by the City Recorder in the official records of the City. The resolution is as follows:

FROM: John Perez, Economic Development Director
TO: Tooele City Council
27 June, 2024

Purpose of Changing: Kimball Investment group is amending and restating the governing document to no property tax power without consent of property owners at that time.

- The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties (or repaid from a combination of Assessments and a mill levy). The District may only impose and collect property taxes six months following the receipt of written consent of 100% of surface property owners to the imposition and collection of such property taxes. The District shall not be permitted to receive such written consent prior to [____], 2025, one year from the effective date of this Governing Document. Immediately following the receipt of written consent of 100% of surface property owners to the imposition and collection of taxes, the District shall record a notice with the recorder of Tooele County stating that the District may finance and repay infrastructure and other improvements through the levy of a property tax. It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.
 - **Summary of Change #1:** The District can finance Public Improvements through debt, assessments, or tax revenues collected from a mill levy, as long as they don't exceed the maximum debt mill levy and imposition term on taxable properties. Property taxes can only be imposed and collected after receiving written consent from 100% of surface property owners. The District must record a notice with the recorder of Tooele County stating that it can finance and repay infrastructure and improvements through property tax.

Debt Repayment Sources

- The District may only impose and collect property taxes six months following the receipt of written consent of 100% of surface property owners to the imposition and collection of such property taxes. The District shall not be permitted to receive such written consent prior to [____], 2025, one year from the effective date of this Governing Document. In the event that the District obtains written consent of 100% of surface property owners to the imposition and collection of property taxes, the District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service.

- **Summary of Change #2:** The District can only impose property taxes after receiving written consent from 100% of surface property owners, which must be received by 2025. If consent is obtained, the District can impose a mill levy on taxable property for debt repayment.

Disclosure to Purchasers

- Within thirty (30) days of the effective date adoption of this Amended and Restated Governing Document, the Board shall record a notice with the recorder of Tooele County. Such notice shall (a) contain a description of the boundaries of the District; (b) state that a copy of this Governing Document is on file at the office of the City; (c) state that the District may finance and repay infrastructure and other improvements through the imposition of Assessments; and (d) state that the District is not authorized to impose any property taxes for at least six months following the receipt of written consent of 100% of surface property owners to the imposition and collection of such property taxes and that the District may not receive such consent until at least one year following the effective date of this Amended and Restated Governing Document. Such notice shall further be filed with the City.

If the District receives 100% surface property owner consent to impose and collect property taxes, the District shall immediately record a notice with the recorder of Tooele County stating that the District may finance and repay infrastructure and other improvements through the levy of a property tax. Furthermore, in the event that the District obtains the authorization to impose and collect property taxes, the Developer and the Board shall ensure that the Developer, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants.

- **Summary of Change #3:** The Board must record a notice with the Tooele County recorder within 30 days of adopting the Amended and Restated Governing Document. The notice should detail the District's boundaries, state that a copy is available, and allow financing and repayment of infrastructure through assessments. Property taxes cannot be imposed for at least six months without written consent from 100% of surface property owners. If consent is obtained, developers, homebuilders, and lessors must disclose this information to residents.

TOOELE CITY CORPORATION

RESOLUTION 2024-58

A RESOLUTION OF THE TOOELE CITY COUNCIL ACKNOWLEDGING THE MAYOR'S APPOINTMENT OF JON GOSSETT TO THE PLANNING COMMISSION AS AN ALTERNATE COMMISSION MEMBER.

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

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

WHEREAS, all appointments to the Planning Commission extend through December 31st of alternating odd-numbered years in order to preserve a balanced rotation of member terms (TCC §2-3-3); and,

WHEREAS, Mayor Debra E. Winn has appointed Jon Gossett to the position of alternate member of the Planning Commission, to complete the term of Kelley Anderson, who was appointed from alternate member to regular member of the Planning Commission on February 21, 2024; and,

WHEREAS, it is desirable for the City Council to acknowledge the Mayor's appointments to the Planning Commission by resolution so as to maintain an accurate record of all Planning Commission appointments and terms; and,

WHEREAS, terms of the various members of the Planning Commission are shown in the table attached as Exhibit A:

NOW, THEREFORE, BE IT ACKNOWLEDGED BY THE TOOELE CITY COUNCIL that Mayor Debra E. Winn has appointed Jon Gossett as an alternate member of the Commission for the term indicated in the table in Exhibit A, below.

This Resolution shall take effect immediately 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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Planning Commission Member	Term Begin Date	Term End Date	Date of First Appointment
Matt Robinson (Council)	12-06-2023	12-31-2027	05-19-2010 (alternate)
Melanie Hammer (Mayor)	12-06-2023	12-31-2027	01-01-2010 (alternate)
Tyson Hamilton (Mayor)	01-01-2022	12-31-2025	02-03-2018 (alternate)
Jon Proctor (Mayor)	12-06-2023	12-31-2027	09-07-2022
Chris Sloan (Council)	01-01-2022	12-31-2025	02-16-2011 (alternate)
Weston Jensen (Council)	01-01-2022	12-31-2025	01-20-2021 (alternate)
Kelley Anderson (Mayor)	02-21-2024	12-31-2025	12-06-2023 (alternate)
Allison Dunn (Alternate) (Council)	01-19-2022	12-31-2025	01-19-2022 (alternate)
Jon Gossett (Alternate) (Mayor)	07-17-2024	12-31-2025	07-17-2024 (alternate)

TOOELE CITY CORPORATION

RESOLUTION 2024-59

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A CHANGE ORDER NO. 1 TO A ROADWAY IMPROVEMENTS PROJECT FOR THE 2000 NORTH AND BERRA BOULEVARD ROUNDABOUT INTERSECTION IMPROVEMENTS.

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

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

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

WHEREAS, the City needs to make roadway improvements at the roundabout intersection of 2000 North and Berra Boulevard inasmuch as the roundabout pavement has been in a poor condition for some years, improvements are needed for the anticipated bus and car traffic associated with the soon-to-open Deseret Peak High School, and the City anticipates an average load of 6,000 vehicles per day associated with the Deseret Peak Temple Open House, by the Church of Jesus Christ of Latter-Day Saints, for approximately five weeks in September and October 2024; and,

WHEREAS, the City was not required to solicit bids under State law because the State bidding threshold for road construction and maintenance projects funded with Road C funds for the year 2024 is \$350,000 (see UCA Sections 72-6-108, -109); and,

WHEREAS, the City was not required to solicit bids under City policy because the change order is proper inasmuch as the Mayor and Purchasing Agent have determined that the agreement “modification is related in some manner to [a] similar project approved in the [original] contract” (i.e., asphalt road construction), and “Treating the modification as a change order would maximize efficiency in completion of and cost savings to the City” because the contractor, Broken Arrow, has committed to the same unit prices as in the original agreement, which was publicly and competitively bid (see Tooele City Corporation Purchasing Policy and Procedures, Section VIII.A.);

WHEREAS, the road repairs are sufficiently urgent in light of all the facts and circumstances so as to constitute emergency repairs, in which case “No competitive quotes or bids [are] required” (see Purchasing Policy and Procedures, Section III.A.5.); and,

WHEREAS, given the urgent nature of the project and the difficulty of finding a reliable and affordable road construction contractor at this point in the season, combined

with a cancelled July 3rd business meeting, the City Council provided informal approval, by majority consensus, for Broken Arrow to proceed immediately with the work, with the understanding that the change order would be approved and ratified and the next business meeting, on July 17; and,

WHEREAS, Broken Arrow, Inc., has submitted a cost proposal of \$156,381 for the 2000 North Roundabout Project; and,

WHEREAS, the City Administration requests an additional appropriation of about 5%, in the amount of \$8,000, as contingency for changed conditions, which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the Change Order No. 1, attached as Exhibit A, with Broken Arrow, LLC, is hereby ratified and approved, in the amount of \$156,381 for completion of the 2000 North Roundabout Project; and,
2. an additional \$8,000 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Change Order No. 1



CHANGE ORDER REQUEST FORM

Broken Arrow Inc.
 8960 Clinton Landing Road
 Lakepoint, Utah 84074
 Main Office: (801) 355-0527
 Fax Number: (801) 252-7501

Project Manager: Sunny Smith
 Contact Number: (435) 241-588

GENERAL CONTRACTOR

Date: June 17, 2024

TO:

Tooele City Corporation
 90 North Main Street
 Tooele, UT 84074

CHANGE DIRECTIVE NO. 1

Project: 1000 N 100 E Intersection & Roadway Imprc
 JOB #: BC2429
 Address: 1000 N. 100 E., Tooele, UT 84074
 Start Date: July 8, 2024
 Finish Date: TBD

DESCRIPTION

This Change Order references additional work outside of the original contract agreement and/or adjusts items within the current contract agreement. The description includes the following:		
1.	ADD - Berra Blvd & 2000 North - Mobilization (1 LS x \$4,530.00)	\$ 4,530.00
2.	ADD - Berra Blvd & 2000 North - Traffic Control (1 LS x \$2,150.00)	\$ 2,150.00
3.	ADD - Berra Blvd & 2000 North - Quality Control (1 LS x \$1,923.00)	\$ 1,923.00
2.	ADD - Berra Blvd & 2000 North - Saw Cut, Demo & Dispose of Existing Asphalt (15,873 SF x \$1.45)	\$ 23,015.85
3.	ADD - Berra Blvd & 2000 North - 5-Inch Asphalt Paving (15,873 SF x \$7.86) (Broken Arrow assumes no new road base will be needed.)	\$ 124,761.78
Total Amount:		\$ 156,380.63

COST AND DURATION SUMMARY

Original Contract Amount:	\$ 284,550.07	Summary of Orders	Amount	Contract Calendar Days
Previous Change Order(s):	\$ -	Change Order No. 1	\$ 156,380.63	Revised Contract Calendar Days
This Change Order:	\$ 156,380.63	Change Order No. 2		Previous Finish Date
Adjusted Contract Amount:	\$ 440,930.70	Change Order No. 3		New Finish Date

CONTRACT SUMMARY:

Upon signature approval of this Change Order, the contract is hereby modified to include the changes specified herein, and this change order is hereby made a part of the titled contract. The work shall be performed and completed in accordance with the contract documents and the project schedule shall be adjusted as required to allow sufficient time to complete the additional work. Payment terms shall follow the contract agreement terms. This Change Order shall include labor and materials to complete the work as described. The terms and other provisions of the original agreement and/or purchase order which are not expressly changed above are to remain.

ACCEPTED BY:

Broken Arrow Inc. Date 7/8/24

Project Owner Representative Date 7-2-24

TOOELE CITY CORPORATION

RESOLUTION 2024-27

A RESOLUTION OF THE TOOELE CITY COUNCIL DECLARING THAT TOOELE CITY, AFTER JULY 1, 2024, WILL PICK UP AND PAY A PORTION OF THE INCREASED AMOUNT OF THE REQUIRED EMPLOYEE CONTRIBUTIONS FOR ALL TOOELE CITY EMPLOYEES WHO ARE MEMBERS OF THE UTAH STATE RETIREMENT TIER II PUBLIC SAFETY & FIREFIGHTER CONTRIBUTORY RETIREMENT PLAN AND INCLUDES PROVISIONS RELATING TO THE EMPLOYER PICK-UP.

WHEREAS, on April 1, 2020, the Tooele City Council approved Resolution 2020-25 declaring that Tooele City, after July 1, 2020, will pick up and pay a portion of the required employee contribution for all Tooele City employees who are members of the Tier II Public Safety & Firefighter Contributory Retirement System, up to 2.00%, including provisions relating to the employer pick-up; and,

WHEREAS, on May 18, 2022, the Tooele City Council approved Resolution 2022-33 declaring that Tooele City, after July 1, 2022, would pick up and pay the increase to the required employee contribution for all Tooele City employees who are members of the new Tier II Public Safety & Firefighter Contributory Retirement System, up to 2.60%, including provisions relating to the employer pick-up; and,

WHEREAS, the Utah Retirement System (URS) has published new rates, to become effective July 1, 2024, and the cost to the employees who are members of the Tier II Public Safety & Firefighter Contributory Retirement System will increase from 2.59% to 4.73%, and this amount exceeds Tooele City's prior pick-up election limitation of 2.60%; (see the new URS Rate Guide, attached as Exhibit B); and,

WHEREAS, effective July 1, 2024, the cost to employees in the URS Tier II Contributory Retirement System (non-public safety or fire) will also change and require a 0.70% employee contribution, and a pick-up election option is not available by law under this plan; and

WHEREAS, the Fiscal Year 2024-2025 Tooele City Salary Schedule was increased by 0.70% as an insurance off-set aimed to minimize the impact that the change in URS-required employee contributions for Tier II employees will have on employee gross compensation; and,

WHEREAS, because public safety and firefighters will also experience the increased compensation in the Salary Schedule, Tooele City completed the appropriate forms with the Utah State Retirement Office declaring the pick-up election for Tier II Public Safety & Firefighter Contributory Retirement System to be at a rate of 4.03% resulting in Tier II Public Safety & Firefighter employees also contributing 0.70% for fiscal year 2024-2025 (see the 2020 Employer Election to Pick-Up Employee Contributions form schedule, attached as Exhibit A); and,

WHEREAS, Tooele City desires to formally pick up the July 1, 2024, employee contributions required to be paid under UCA Section 49-23-301(2)(c), as enacted in Senate Bill 56, Tier II Public Safety & Firefighter Retirement Enhancements (2020 General Session), for all City employees participating in the Tier II Public Safety & Firefighter Contributory Retirement System with a new limit of 4.03%; and,

WHEREAS, in accordance with federal and state law, including Section 414(h)(2) of the Internal Revenue Code, Tooele City took formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions; and,

WHEREAS, Senate Bill 56 (2020 General Session) required that if an entity elects to pick up the cost to the employee in the Tier II Public Safety & Firefighter Contributory Retirement System, the agency must also make an equivalent employer 401(k) contribution to employees participating in the Public Safety Tier II Defined Contribution Only Plan (i.e. 401k only):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that: Tooele City declares that beginning July 1, 2024, the City, determines that it is in the best interest of Tooele City to prospectively increase the pick-up election and pay the required employee contributions, up to 4.03%, for all City employees who are members of the Tier II Public Safety & Firefighter Contributory Retirement System.

BE IT FUTHER RESOLVED that the picked-up contributions paid by the employer, even though designated as employee contributions for Utah state law purposes, are being paid by the City on behalf of employees in lieu of the required employee contributions.

BE IT FURTHER RESOLVED that the picked-up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding, until distributed from the Utah Retirement System, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

BE IT FURTHER RESOLVED that the picked-up contributions are supplemental to, and not a salary reduction to, the City employees who are eligible for and participating members in the Tier II Public Safety & Firefighter Contributory Retirement System.

BE IT FURTHER RESOLVED that from and after the date of this pick-up, a City employee shall not have a cash or deferred election right with respect to the designated employee contributions, including that the employees shall not be permitted to opt out of the pick-up and shall not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the City on behalf of its employees to the Utah Retirement Systems.

BE IT FURTHER RESOLVED that beginning July 1, 2024, the City, in compliance with Senate Bill 56 (2020 General Session) will also prospectively contribute an amount equivalent to that of the annual pick-up to the Utah State Retirement System 401(k) plan,

for any member of the Tier II Public Safety & Firefighter Defined Contribution Only plan, as an employer 401(k) contribution.

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 Tooele City Council this 19th day of June, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

W. King

Melodi M. Goches

Justin Brady

[Signature]

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

Debra E. White

ATTEST:

Michelle Y. Pitt
Michelle Y. Pitt, City Recorder



Approved as to Form:

Roger Evans Baker
Roger Evans Baker, Tooele City Attorney

Exhibit A



Utah Retirement Systems
 PO Box 1590
 Salt Lake City, UT 84110-1590
 801-366-7318 | 800-753-7318
 www.urs.org

Employer Election To Pick-Up Member Contributions Tier 2 Public Safety and Firefighter

Instructions:

1. This form is designed to notify Utah Retirement Systems (URS) of an Employer's formal election to "pick-up" retirement contributions.
2. This form and accompanying documentation must be returned to URS for processing.
3. A pick-up election is subject to federal law, resulting in tax and legal consequences, including limitations about the ability to modify or revoke the election. For information regarding employer pick-up contributions, please refer to federal law and guidance, including Internal Revenue Code Section 414 and IRS Revenue Ruling 2006-43.
4. An Employer should consult its legal, financial, and tax advisors if it has any questions concerning the consequences of Member contribution "pick-ups" and submitting this form.

SECTION A - EMPLOYER INFORMATION

Employer Name Tooele City Corporation	Employer Number #491	Date 4/14/2020
Desired Effective Date: 1-1-2020 (The effective date must be after the date that the pick-up election was formally adopted as provided in the attached documentation.)		

SECTION B - PICK-UP AMOUNT(S)

The above-named Employer certifies that it has taken formal action to provide that the contributions on behalf of its covered employees in the following URS System, although designated as employee contributions, will be paid by the employer in lieu of employee contributions. (Please check the box and fill in the portion of employee contributions picked-up for each class of employees below. For example, mark "ALL" for a pick-up of all employee contributions for that system or a percentage of salary for a pick-up of a portion of employee contributions.)

Please also attach written documentation to this form that provides evidence that the Employer formally elected to prospectively pick-up specified employee contributions. (For example, ordinance, resolution, governing body meeting minutes, etc.)

Note: If you are picking-up contributions for both public safety and firefighter employees, check both boxes.

- Tier 2 Public Safety and Firefighter Contributory Retirement System, with the following pick-up election that will be paid by the Employer in lieu of employee contributions for members serving as a **Public Safety Officer**:
- ALL OR
 2.5% of salary.
- Tier 2 Public Safety and Firefighter Contributory Retirement System, with the following pick-up election that will be paid by the Employer in lieu of employee contributions for members serving as a **Firefighter**:
- ALL OR
 % of salary.

SECTION C - CERTIFICATION AND SIGNATURE

I acknowledge and certify the following:

- I represent and have the authority to sign and submit this form on behalf of the participating employer;
- That Employer has taken all appropriate and necessary actions to make a formal Employer pick-up regarding employee contributions on behalf of its employees;
- The election to pay for the Employee contributions shall constitute an Employer pick-up of designated contributions pursuant to Internal Revenue Code Section 414;
- From and after the date of the pick-up election, an Employee may not: 1) have a cash or deferred election right with respect to designated Employee contributions; 2) be permitted to opt out of the pick-up; or 3) have the option of choosing to receive or receiving the contributed amounts directly instead of having them paid by the Employer to the specified system/plan;
- In order for contributions to be considered paid by the employer, and therefore not subject to Social Security and Medicare tax (FICA), the Employer contributions: 1) Must be mandatory for all Employees covered by the retirement system; and 2) Must be a salary supplement and not a salary reduction--in other words, the Employer must not reduce employee salary to offset the amount designated as employee contributions;
- Future modifications to this Employer election may be disallowed or limited;
- The election authorized to be taken by the Employer is not contrary to any governing provisions of the Employer;
- I understand that URS is not providing the Employer legal, financial, or tax advice relating to making a "pick-up" election or submitting this form; and
- The information provided on this form and attached documentation is correct and can be relied upon by URS.

Printed Name of Employer Representative (Binding Official) Debra E. Winn	Signature of Binding Official <i>Debra E. Winn</i>	Title Mayor
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Page 1 of 1 Attach:
 Minutes of the Tooele City

UNIVERSITY MICROFILMS

Exhibit B

Utah Retirement Systems Final Condensed Retirement Contribution Rate Guide Fiscal Year July 1, 2022 - June 30, 2023

	Year 1 - ERS System Contribution Reporting Period Year 1: 2022-2023 MATES			Year 2 - OS Hybrid System Contribution Reporting Period Year 2: 2022-2023 MATES			Year 3 - ERS Plan Contribution Reporting Period Year 3: 2022-2023 MATES		
	Employee	Employer	TOTAL	Employee	Employer	TOTAL	Employee	Employer	TOTAL
Public Employees									
Contributory Retirement Systems									
1*- Local Government	6.00	13.96	19.96	6.00	17.79	23.79	6.00	7.95	13.95
1*- State and School ¹	6.00	17.70	23.70	6.00	17.79	23.79	6.00	7.95	13.95
1*- Higher Education	6.00	17.70	23.70	6.00	17.79	23.79	6.00	7.95	13.95
Public Employees									
Noncontributory Retirement System									
2*- Local Government	-	37.57	37.57	-	37.57	37.57	-	37.57	37.57
1*- State and School ¹	-	22.19	22.19	-	22.19	22.19	-	22.19	22.19
1*- Higher Education	-	22.19	22.19	-	22.19	22.19	-	22.19	22.19
Public Safety									
Contributory Retirement Systems									
23*- Other Division A With 2.5% COLA	12.29	22.79	35.08	12.29	22.79	35.08	12.29	22.79	35.08
7*- Other Division A With 4% COLA	12.29	24.37	36.66	12.29	24.37	36.66	12.29	24.37	36.66
29*- Other Division B With 2.5% COLA	10.90	22.81	33.71	10.90	22.81	33.71	10.90	22.81	33.71
7*- Other Division B With 4% COLA	10.90	27.98	38.88	10.90	27.98	38.88	10.90	27.98	38.88
Public Safety									
Noncontributory Retirement System									
4*- State With 4% COLA	-	41.35	41.35	-	41.35	41.35	-	41.35	41.35
4*- Other Division A With 2.5% COLA	-	34.04	34.04	-	34.04	34.04	-	34.04	34.04
7*- Other Division A With 3% COLA	-	35.71	35.71	-	35.71	35.71	-	35.71	35.71
4*- Quarterly With 2.5% COLA	-	50.38	50.38	-	50.38	50.38	-	50.38	50.38
Division B									
4*- Salt Lake City With 2.5% COLA	-	45.71	45.71	-	45.71	45.71	-	45.71	45.71
4*- Ogden With 2.5% COLA	-	45.72	45.72	-	45.72	45.72	-	45.72	45.72
4*- Provo With 2.5% COLA	-	42.73	42.73	-	42.73	42.73	-	42.73	42.73
4*- Layton With 2.5% COLA	-	41.97	41.97	-	41.97	41.97	-	41.97	41.97
4*- Other Division B With 2.5% COLA	-	32.35	32.35	-	32.35	32.35	-	32.35	32.35
7*- Other Division B With 4% COLA	-	37.97	37.97	-	37.97	37.97	-	37.97	37.97
Public Safety Retirement Systems									
23*- Division A	15.25	1.61	16.86	15.25	1.61	16.86	15.25	1.61	16.86
23*- Division B	15.71	0.24	15.95	15.71	0.24	15.95	15.71	0.24	15.95
Judges' Retirement System									
23*- Judges' Noncontributory	-	44.75	44.75	-	44.75	44.75	-	44.75	44.75

* Rates are subject to required 2.5% COLA adjustments.

** All rates are subject to required 4% COLA.

1 - Public Safety Retirement System and State and School Employees' Retirement System.

TOOELE CITY CORPORATION

RESOLUTION 2024-33

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO THE PAYMENT OF A RETENTION BONUS TO SCHOOL RESOURCE OFFICERS (SROs) ASSIGNED ON A REGULAR FULL-TIME BASIS TO A SCHOOL FOR THE 2024-2025 SCHOOL YEAR.

WHEREAS, Tooele City renewed a contract with the Tooele County School District to provide school resource officer services at select upper-level schools located within Tooele City pursuant to Utah Code 53G-8-702; and,

WHEREAS, during the 2023-2024 school year, the City Council was apprised of the ongoing challenges the Tooele City Police Department was experiencing in providing school resource officer services, and proposed a School Resource Officer Retention Bonus payment option for City Council approval; and,

WHEREAS, the Tooele City Police Department experienced sufficient interest from current officers in the SRO assignment and stability in staffing the SRO assignment; and,

WHEREAS, while other challenges remain, staffing and stability in turnover were improved and are believed to be attributable to the SRO retention bonus; and,

WHEREAS, Tooele City desires to again offer a SRO retention bonus for the 2024-2025 school year to retain current full-time regular SROs assigned to a school and to incentivize officers to work the SRO assignment should a vacancy occur by making a one-time retention bonus payment as follows:

- \$0 bonus will be paid to any SRO who voluntarily resigns from SRO assignment at any time during the 2024-2025 school year;
- \$3,000 lump sum payment will be paid to any current full-time regular SRO assigned to a school who completes the entire 2024-2025 school year SRO assignment pursuant to the City's contract with the Tooele County School District, excluding any legal entitlement to protected leave such as workers compensation leave or Family and Medical Leave Act protected leave;
- In the event a full-time regular SRO assignment becomes open or the City initiates the movement of a SRO to a new department assignment, the City will prorate the \$3,000 (on monthly basis) and provide a prorated lump sum payment to the officer who is assigned on a full-time regular basis to complete the remainder of 2024-2025 school year SRO contract; and,
- Any bonus payment will be made after the last day of the school year contract but before the end of the City's fiscal year.

WHEREAS, the anticipated total cost of the proposed retention bonus is included in the 2025 fiscal year budget; and,

WHEREAS, Tooele City Policies & Procedures Manual Section 9: Compensation, Part A states: "This Section does not identify every compensation-related matter that may arise. Tooele City reserves the right to otherwise address such matters in a manner that best meets the City's needs and complies with applicable laws"; and,

WHEREAS, the above-cited provision of the Tooele City Policies & Procedures Manual Section 9: Compensation, Part A, provides the City Administration with the ability to make the one-time retention bonus adjustment contemplated in this Resolution; however, the City Administration recognizes the significance of the SRO retention bonus, desires to be transparent in the business need to make the retention bonus payment this year, and desires to have a written record that provides historical context as to why the one-time retention bonus was offered and made to SROs for school year 2024-2025:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that consent is hereby given to the Mayor to authorize a one-time payment of a retention bonus to SROs for the 2024-2025 school year contractual obligation with the Tooele County School District, as described herein.

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 Tooele City Council this 19th day of June, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

[Signature]

Melodi Stokes

[Signature]

[Signature]

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

[Signature]

ATTEST:

[Signature]
Michelle Y. Pitt, City Recorder



Approved as to Form:

[Signature]
Roger Evans Baker, Tooele City Attorney

**TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE**

06/27/24

DESCRIPTION OF EXPENDITURE:

VENDOR: RH BORDEN & COMPANY LLC V# 10898

ACOUSTIC ASSESSMENT OF SEWER LINE PIPES AND MANHOLE INSPECTIONS

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
OPERATION & MAINTENANCE	52 5200 252000	600,000.00	540,000.00	51,150.00	8,850.00
					0.00
TOTAL:				51,150.00	

REQUESTED *K. Jamie Grandpre*
DEPARTMENT HEAD

REVIEWED *Shannon Wimmer*
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

RH Borden and Company LLC
 2961 W Maple Loop Dr Ste 300
 Lehi, UT 84043 US

Quotation

ADDRESS

Jamie Grandpre
 Tooele City
 90 North Main Street
 Tooele, UT 84074

QUOTATION # 1878

DATE 05/06/2024

EXPIRATION DATE 07/01/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Acoustic Assessment Service - Authorized Service Provider	Acoustic assessment of sewer line pipes utilizing Transmissive Acoustic Inspection Rapid Assessment Technology (SL-RAT). Service includes full assessment of designated pipes and delivery of assessment data in RH Borden Online ArcGIS Dashboard with additional ability to download data in .csv and .shp formats. Final cost based on actual footage assessed.	230,000	0.18	41,400.00
	Level 1 Manhole Inspection - Authorized Service Provider	Manholes will be assessed and prioritized based on manhole condition and incorporated into acoustic assessment data set. Manhole assessments will include a 3-point risk scale (Low, Medium, High) across 5 sections of the manhole (Lid, Collar, Main Body, Trough, Overall Condition). Data captured and included in RH Borden Online ArcGIS Dashboard with filtering and reporting capability. Final cost based on actual number of manholes assessed.	810	10.00	8,100.00
	Crew Mobilization	Crew Mobilization	11	150.00	1,650.00

YEAR 3 OF 3

TOTAL

\$51,150.00

U# 10898

Accepted By

Accepted Date

52-5200-252000
Jamie Grandpre

**TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE**

06/27/24

DESCRIPTION OF EXPENDITURE:

VENDOR: NICKERSON COMPANY INC. V# 00460

PUMP WELL #12

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
OPERATION & MAINTENANCE	51 5100 252000	446,500.00	403,904.00	50,451.00	(7,855.00)
					0.00
TOTAL:				50,451.00	

*Will need a line item adjustment

REQUESTED Jamie Grandpre
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



NICKERSON COMPANY INC.

INVOICE

P.O. BOX 25425
 SALT LAKE CITY, UT 84125
 (801) 973-8267 FAX
 (801) 973-8888
 sales@nicopumps.com
 www.nicopumps.com

Number	J26256
Date	06/25/24
Page	1

Customer: TOOCIT
 TOOELE CITY CORP.
 90 NORTH MAIN
 TOOELE UT 84074-2139

Ship-to: TEMP
 TOOELE CITY CORP.
 WELL #12

Job#	Name	Freight	Ship Via		
24000210	WELL #12 200HP SUBMERSIBLE	PREPAID	BEST WAY		
Reference#	Sp	Terms	Tax Code	Wh	Billing
CHRIS	GPN	NET 30 DAYS	UTX	01	TIME & MATERIALS

Description	Amount
DRIVE TO SITE. RIG UP, PULL 1 EA @ 8079.00 SUBMERSIBLE PUMP COMPLETE.	8079.00
MOTOR FRT FROM FACTORY. MOTOR 1 EA @ 764.00 WAS TOOELE CITY PROPERTY HELD AT FACTORY.	764.00
NATIONAL SH12HC-7 STAGE CIBF 1 EA @ 14130.00 BOWL.	14130.00
LOT 510' OF #6 CABLE 5KV 3 1 EA @ 5416.00 WIRE PLUS GROUND CABLE INCLUDING FRT.	5416.00
LOT PIPE, 490' OF 10" TAPER 1 EA @ 22062.00 PIPE WITH SUBMERSIBLE PUMP COUPLINGS.	22062.00
INSTALLATION WILL BE BILLED AFTER INSTALL AND START UP OF PUMP.	

VENDOR #	00465
P.O.#	
DEPT.#	51-5100-252000
DATE	06/25/2024
AMOUNT	\$50451.00
SIGNATURE	

TERMS: Net due upon receipt unless accepted for credit; Net 30 days. This account is subject to a FINANCE CHARGE for late payment. This charge is computed at an annual percentage rate of 18% (periodic monthly rate of 1.5%) on the total past due balance. If it is necessary to employ an attorney, or incur any other costs to collect this invoice, all costs are to be paid by customer.	Amount	Freight	Tax	Total Due
	50451.00	.00	.00	50451.00

THANK YOU! WE APPRECIATE YOUR BUSINESS.

**TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE**

07/10/24

DESCRIPTION OF EXPENDITURE:

VENDOR: REHRIG PACIFIC CO.

V# 07249

702 GARBAGE CANS

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
SPECIAL DEPARTMENT SUPPLIES	53 5300 481000	180,000.00	0.00	40,288.30	139,711.70
					0.00
TOTAL:				40,288.30	

*Will need a line item adjustment

REQUESTED *S. Wimmer*
DEPARTMENT HEAD

REVIEWED *Shannon Wimmer*
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



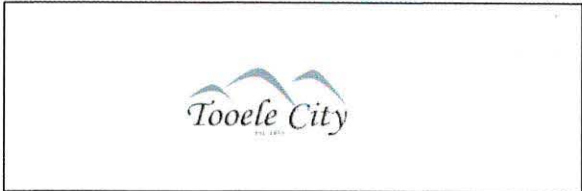
Locations:
 1000 Raco Court, Lawrenceville, GA 30046
 625 West Mockingbird Lane, Dallas, TX 75247
 1738 W. 20th St, Erie, PA 16502
 7452 Presidents Dr, Orlando, FL 32809
 8875 Commerce Dr, DeSoto, KS 66018
 7800 100th St, Pleasant Prairie, WI 53158
 4010 East 26th St, Los Angeles, CA 90058

Proposal

Proposal #: 210376 05162024

May 16, 2024


Bill-to: 210376	Ship-to: 216774
Toole City 90 N. Main St Toole, UT 84074	Toole City 1015 South Coleman St Toole, UT 84074
Billing Contact:	Shipping Contact:
Name: Jenipher Garcia Phone: 435-843-2157 Email: Jenipherg@toolecity.org	Name: Kacie Cruz Phone: 435-843-2157 E-mail: KacieC@toolecity.org

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type: 95 Gallon EG Cart Body Color Requested: Forest Green Lid Color Requested: Forest Green Wheels / Casters: 10" Snap on with Intergrated Spacer Artwork: 	702	\$52.69	\$ 36,988.38

Is Product Taxable?	No	Subtotal = \$36,988.38 Est. Tax on Product = Est. Freight Rate = \$3,300.00 Est. Tax on Freight = Total = \$40,288.38
Is Freight taxable?	No	
Tax Rate:	Exempt	
Terms:	Net 30 Days	

ADDITIONAL INFORMATION:

Contract Options:	None
Ship From:	Pleasant Prairie, WI facility
Leadtime:	4 weeks or sooner
Warranty:	10 year unprorated warranty
Quote Valid:	30 Days
Taxes:	All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

PRESENTED BY:	ACCEPTED BY:
Rehrig Pacific Company <i>Nikki Evans</i> 5/16/2024 Nikki Evans Date Environmental Account Specialist Email: customerservice@rehrig.com	 <i>KACIE CRUZ</i> Sign and Print Name Date Title: _____

To initiate order, please call or send signed proposal via fax or email to Presented By representative.

V# 57249
PO#



**Tooele City Council and the Tooele City Redevelopment Agency
Work Meeting Minutes**

Date: Wednesday, June 19, 2024

Time: 5:30 p.m.

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

City Council Members Present:

Maresa Manzione

Melodi Gochis

Justin Brady

Ed Hansen

City Council Members Excused:

David McCall

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Roger Baker, City Attorney

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Jamie Grandpre, Public Works Director

John Perez, Economic Development Director

Minutes prepared by Katherin Yei

1. Open City Council Meeting

Chairman Brady called the meeting to order at 5:30 p.m.

2. Roll Call

Maresa Manzione, Present

Melodi Gochis, Present

Justin Brady, Present

Ed Hansen, Present

David McCall, Excused

3. Mayors report

Mayor Winn shared the upcoming Fourth of July activities.

4. Council Member's Report

The Council Members reported on the events they attended during the week.

5. Discussion Items

A. Military Installation Development Authority (MIDA) Project Area and Interlocal Cooperation Agreement

Presented by Ariana Farber, MIDA Deputy Director

Ms. Farber presented MIDA, Military Installation Development Authority. MIDA is an economic development authority to help the military and personnel. The Army National Guard owns 26 properties they would like to create into one large project. Tooele City owns a piece of land that sits within the project boundaries. At this time, there is no master plan yet, only discussion.

The City Council and staff asked the following questions:

Are there plans for the armory?

Will the revenue generated from this project be put back into this area or the City?

Is MIDA considering a hotel for this location?

Who prepares the resolution?

What authorities would MIDA take from Tooele City?

Is the board the same for all the areas?

Ms. Faber addressed the Council and staff. MIDA will discuss further project plans with the Army, including the armory. They are here to help with the needs of the Army and base. Any revenue generated from this project can go into any of the project areas. MIDA does bond and require a resolution from the governing body. They have done hotels on other projects. The partnering hotel will offer the same rate as what the housing allowance is. MIDA recommends that the governing authority has someone on the development review committee. They have sitting members of the board including key players, and one rotating seat from the community. MIDA will share their resolution with the City.

The City Council was in favor of including the L spaced property into this project as well as the surrounding area.

B. Ordinance 2024-13 An Ordinance of Tooele City Amending the Tooele City Personnel Policies and Procedures Manual

Presented by Kami Perkins, Human Resources Director

Ms. Perkins presented updates to the personnel policies and procedures manual. Some of the more significant changes include employees who can accept gratuities, two additional facilities included on the wellness card, per diem rates for food and lodging, city vehicles, and small editorial changes.

C. Canyon Springs Annexation Discussion and Review of Impact Studies and Annexation Agreement

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented the Canyon Springs Annexation impact studies and the annexation agreement. There are 31 steps throughout the annexation process. The City is on step 13, discussing the studies provided. The proposal is for 172 new homes. The estimate of added population will be about 560 new residents. The Culinary Water Impact study reviewed the effects on the public water system. There will be small reduction to water flow in this area, though the standards do meet the state of Utah requirements. Some surrounding pipes will need to be replaced or added to accommodate the new development. The drainage study looks at existing drainage. There issues listed can be fixed with standard engineering. Waste water study does show impacts including the sewer line needing to be updated. 143-acre feet of water will be needed to satisfy the needs of the development. The traffic study did not recommend any additional changes to the surrounding areas. The financial impact statement was provided. The City would benefit economically from this annexation. The City will need to an additional police officer and fire fighter. The Council is the driving voice in this annexation and can decide to include traffic signals, amenities, lot sizes and density, road improvements, parks, etc.

The Council asked the following questions:

Do they have a minimum housing size?

Can they request the contribution be made to public safety instead of affordable housing?

What is the length of the sewer pipe that needs to be replaced?

Can the Council add a condition that the development would have to put a trail in?

Would impact fees be paid when the pipes are updated?

If this property was annexed in, would other developments in this area have water?

The Council showed favor to having the detention basis in one area to be utilized as a whole, a trail to connect to the other trails within the City, and move-up housing in this area.

Mr. Baker addressed the Council. It would be recommended to combine storm drains to one consolidated facility, and allowing it to be multi-functional.

Mr. Aagard addressed the Council. Using the water that is already there, the City would have to find other water to support this area. Each home would have an impact fee. The applicant would be responsible for the cost of replacing the 200 feet worth of pipe. The minimum house size is 1100 square feet but could go up to 2000 square feet. The next process would move forward to the Planning Commission.

Mayor Winn addressed the Council. Putting the condition that the developer has to have a trail is tying their hands due to having to work with the county and UDOT.

The Council is in favor that the affordable housing contribution would go to the public safety. The parks contribution would be used within the City at the Council's discretion.

Mr. Schmidt addressed the Council. They have discussed having specific square footage depending on the lot sizes and type of housing. The trail is a large amenity, but the development would like to have it within the community. The County is excited to have this project

completed. The sewer on 1000 North has been an issue. The development would like to work with the City to resolve the issue without carrying the entire project.

Mr. Baker addressed the Council. He will draft a new annexation agreement and get feedback from the Council to move forward in the annexation process. The requirement in the agreement (i.e., for water, sewer, and storm water) is that the applicant does what the studies recommend. The dollar amount is not something the City can be specific on, but the infrastructure improvements are.

D. Payment of a Fee in Lieu of Water Rights Conveyance for Perry Commercial Center
Presented by John Perez, Economic Development Director

Mr. Perez presented a fee in lieu of water rights conveyance for Perry Commercial Center. The applicant is asking for 33 acre/feet of water. As well as the fee in lieu to be waived because of the sales tax they will generate. The estimated taxable income is around \$113 million with an estimated 443 employees.

The Council asked the following questions:

The estimated sales tax amount is what is generated at final build out?

Was this compared to other stores or just grocery?

Would it be better to do the fee in lieu in smaller increments?

How does the Council set a limit that every development isn't going to ask for this same thing?

Mr. Perez addressed the Council's questions. This was compared the other local grocery stores. This can be done in increments. It often is not pulled all at once.

Mayor Winn addressed the Council. The amount is not allocated until the building permit is pulled. \$35000 is the rate the Council has set. The City continuously has growth. This is a million-dollar investment that will come back to the City. The City has done this in the past for the Kimble property.

Mr. Baker addressed the Council. The Council has implemented the fee in lieu with a cap on credits and a dollar amount per credit.

This discussion is continued in the business meeting.

This meeting was recessed at 7:02pm.

6. Closed Meeting - Litigation, Property Acquisition, and/or Personnel

A closed meeting was held to discuss litigation and/or property acquisition.

Council Member Manzione motioned for a closed meeting to discuss litigation and/or property acquisition. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Manzione, "Aye,," Council Member Gochis, "Aye," and Chairman Brady, "Aye." The motion passed.

The meeting was recessed at 8:15pm.

Those in attendance during the closed meeting: Mayor Debbie Winn, Council Member Hansen, Council Member Manzione, Council Member Gochis, Chairman Brady, Michelle Pitt, Roger Baker, Paul Hansen, and Jamie Grandpre.

No minutes were taken during the closed meeting.

7. Adjourn

Chairman Brady adjourned the meeting at 8:56 p.m.

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

Approved this ____ day of July, 2024

Justin Brady, City Council Chair

Tooele City Council Business Meeting Minutes

Date: Wednesday, June 19, 2024

Time: 7:00 p.m.

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

City Council Members Present:

Melodi Gochis

Justin Brady

Maresa Manzione

Ed Hansen

City Council Members Excused:

David McCall

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Roger Baker, City Attorney

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Jamie Grandpre, Public Works Director

John Perez, Economic Development Director

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:13 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call

Melodi Gochis, Present

Justin Brady, Present

Maresa Manzione, Present

Ed Hansen, Present

Dave McCall, Excused

3. Public Comment Period

The public comment was opened. No one came forward. The public comment was closed.

4. Public Hearing and Motion on Ordinance 2024-12 An Ordinance of the Tooele City Council Adopting a Compensation Schedule for Fiscal Year 2024-2025

Presented Kami Perkins, Human Resources Director

Ms. Perkins presented the compensation schedule for fiscal year 2024-2025. The Utah State Legislation passed a law requiring a public hearing be held for any changes to compensation for certain positions. All of the paygrades are online for the public to view. The salary schedule is on a grade and a step scale. This shows the minimum and maximum of these salaries. The regular and appointed workforce does include a 4.5% increase to the entry step of the salary grade for each position. An addition of 0.7% was also added to offset the new required employee contribution to the Utah State Retirement System Tier 2 plans.

The public hearing was opened. No one came forward. The public hearing was closed.

Council Member Gochis motioned to approve Ordinance 2024-12; An Ordinance of the Tooele City Council Adopting a Compensation Schedule for Fiscal Year 2024-2025. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

5. Public Hearing and Motion on Resolution 2024-53 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2023-2024

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented budget amendments for fiscal year 2023-2024. The majority of the adjustments are grant funds that have been received, utility fees, and minor adjustments. The sale of the police station will be reserved for future. The 2012 (TATC) bonds have been paid off. The solid waste fund balance will be short by \$350,000. The City will be transferring funds to cover that balance.

The public hearing was opened. No one came forward. The public hearing was closed.

Council Member Manzione motioned to approve Resolution 2024-53; A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2023-2024. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

6. Resolution 2024-54 A Resolution of the Tooele City Council Adopting the Certified Tax Rate for Fiscal Year 2024-2025

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented the certified tax rate for fiscal year 2024-2025. The tax rate for fiscal year '23 is .002411. The state has given a one-time adjustment of \$283,534. The City will receive \$8.1 million, making the certified rate .002554.

Council Member Hansen motioned to approve Resolution 2024-54; A Resolution of the Tooele City Council Adopting the Certified Tax Rate for Fiscal Year 2024-2025.

Council Member Gochis seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

7. Public Hearing and Motion on Resolution 2024-55 A Resolution of the Tooele City Council Adopting a Final Budget for Tooele City for Fiscal Year 2024-2025

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented the final budget for Tooele City for fiscal year 2024-2025. This budget has been available to view since May 2024. A few additional changes have been made. Adopting the tax increment increase, administration renewals for software, carrying contributions for youth courts, police department adjustment, museum-combining line items, carrying over remaining land sale balance, carryover for parks building completion, and RDA funds to cover expenses.

The public hearing was opened. No one came forward. The public hearing was closed.

Council Member Gochis motioned to approve Resolution 2024-55; A Resolution of the Tooele City Council Adopting a Final Budget for Tooele City for Fiscal Year 2024-2025

Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

8. Ordinance 2024-13 An Ordinance of Tooele City Amending the Tooele City Personnel Policies and Procedures Manual

Presented by Kami Perkins, Human Resources Director

Ms. Perkins presented amendments to the personnel policies and procedures manual.

This item was discussed during the work meeting.

Council Member Gochis motioned to approve Ordinance 2024-13; An Ordinance of Tooele City Amending the Tooele City Personnel Policies and Procedures Manual.

Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

9. Resolution 2024-38 A Resolution of the Tooele City Council Consenting to the Mayor's Updated Administrative Policy for the Tooele City Volunteer Fire Department

Presented by Kami Perkins, Human Resources Director

Ms. Perkins presented the updated administrative policy for the Tooele City Volunteer Fire Department. The City has provided a wellness card to the volunteer firefighters that is similar to the wellness pass provided to full-time benefit-eligible employees. The volunteer fire department administrative policy has added those additional amenities.

Council Member Gochis motioned to approve Resolution 2024-38; A Resolution of the Tooele City Council Consenting to the Mayor's Updated Administrative Policy for the Tooele City Volunteer Fire Department. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

10. Resolution 2024-33 A Resolution of the Tooele City Council Consenting to the Payment of a Retention Bonus to School Resource Officers (SROs) Assigned on a Regular Full-Time Basis to a School for the 2024-2025 School Year

Presented by Kami Perkins, Human Resources Director

Ms. Perkins presented a retention bonus to be paid to school resource officers (SROs) assigned on a regular full-time basis to a school for the 2024-2025 school year.

Chief Day addressed the Council. There is one position and only one officer has applied for it.

Council Member Hansen motioned to approve Resolution 2024-33; A Resolution of the Tooele City Council Consenting to the Payment of a Retention Bonus to School Resource Officers (SROs) Assigned on a Regular Full-Time Basis to a School for the 2024-2025 School Year. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

11. Resolution 2024-27 A Resolution of the Tooele City Council Declaring that Tooele City, After July 1, 2024, Will Pick up and Pay a Portion of the Increased Amount of the Required Employee Contributions for all Tooele City Employees who are Members of the Utah State Retirement Tier II Public Safety and Firefighter Contributory Retirement Plan and Includes Provisions Relating to the Employer Pick-Up

Presented by Kami Perkins, Human Resources Director

Ms. Perkins presented the pick-up election options. Tooele City will pick up and pay a portion of the increased amount of the required employee contributions for all Tooele City employees who are members of the Utah State Retirement Tier II public safety and firefighter contributory retirement plan and includes provisions relating to the employer pick-up. The City will pick up 4.03%.

Council Member Gochis motioned to approve Resolution 2024-27; A Resolution of the Tooele City Council Declaring that Tooele City, After July 1, 2024, Will Pick up and Pay a Portion of the Increased Amount of the Required Employee Contributions for all Tooele City Employees who are Members of the Utah State Retirement Tier II Public Safety and

Firefighter Contributory Retirement Plan and Includes Provisions Relating to the Employer Pick-Up. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” and Chairman Brady, “Aye.” The motion passed.

12. Ordinance 2024-20 An Ordinance of Tooele City Amending Tooele City Code Section 10-3-27 Regarding Vehicle Storage in the Public Rights-of-Way

Presented by Adrian Day, Police Chief

Chief Day presented an amendment to code 10-3-27 regarding vehicle storage in the public rights-of-way. This adds moving a vehicle from one public right-of-way to another within the 48-hour limit.

Council Member Mazione motioned to approve Ordinance 2024-20; An Ordinance of Tooele City Amending Tooele City Code Section 10-3-27 Regarding Vehicle Storage in the Public Rights-of-Way. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” and Chairman Brady, “Aye.” The motion passed.

13. Resolution 2024-51 A Resolution of the Tooele City Council Adopting a Legislative Policy Regarding Public Comments in Public Meetings, Applicable to the Public Comment Period and Public Hearings

Presented by Roger Baker, City Attorney

Mr. Baker presented a legislative policy regarding public comments in public meetings, applicable to the public comment period and public hearings. This gives the Council discretion to move with the fluidity of the public comments.

This item has been discussed during previous work meetings.

Council Member Gochis motioned to approve Resolution 2024-51; A Resolution of the Tooele City Council Adopting a Legislative Policy Regarding Public Comments in Public Meetings, Applicable to the Public Comment Period and Public Hearings. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” and Chairman Brady, “Aye.” The motion passed.

14. A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for Perry Commercial Center

Presented by John Perez, Economic Development Director

Mr. Perez presented a payment of a fee in lieu of water rights conveyance for Perry Commercial Center.

This item has been discussed during the work meeting. The Council discussed further limitations and stipulations to put on the fee-in-lieu.

Mayor Winn addressed the Council. The applicant does not pay for it until they pull the building permit. The plan to subdivide and the grocer will own their building in the end. These companies are multi-million companies, but they work within a budget.

Mr. Baker addressed the Council. The initial building permit does need to be pulled within two years. The Council can identify who the developer is and the credits cannot be transferred. State law does require additional study on cost and benefit analysis.

Mr. Perez addressed the Council with additional requests for the area including widening SR-36, improvements on 2400 North, and sewer and storm water improvements.

Council Member Manzione motioned to Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for Perry Commercial Center for the City up to 33-acre feet with the conditions and benchmarks listed in the resolutions. Council Member Gochis seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

15. Resolution 2024-52 A Resolution of the Tooele City Council Approving Insurance Coverage for Insurance Period 2024-2025

Presented by Michelle Pitt, City Recorder

Ms. Pitt presented the renewal of insurance coverage with the Utah Local Government Trust in the amount of \$295,532. This includes \$185,880 for liability coverage, \$86,644 for property coverage and \$23,008 for auto coverage. The City has been with the Utah Local Governments Trust since August of 2018. This year, the City received a proposal from Olympus Insurance as well. The Utah Local Governments Trust was not the lowest bid, but The City feels confident in their products.

Council Member Gochis motioned to approve Resolution 2024-52; A Resolution of the Tooele City Council Approving Insurance Coverage for Insurance Period 2024-2025 Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

16. Invoices & Purchase Orders

Ms. Pitt presented the following invoices and purchase orders:

Cummins Inc. for generators for the new fire station in the amount of \$59,993.

Council Member Hansen motioned to approve the invoice. Council Member Gochis seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

17. Minutes

There are no changes to the minutes.

Council Member Manzione motioned to approve the minutes. Council Member Gochis seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” and Chairman Brady, “Aye.” The motion passed.

18. Adjourn

Chairman Brady adjourned the meeting at 8:14pm.

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 ____ day of July, 2024

Justin Brady, City Council Chair