

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, February 18, 2026 immediately following the Redevelopment Agency Meeting. 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 Shilo Baker, City Recorder at (435) 843-2111 or shilob@tooelecitey.gov.

Tooele City public meetings may be recorded and transcribed for documentation and quality assurance purposes. By attending this meeting, you consent to being recorded. If you do not consent, 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 written comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecitey.gov. If submission by email is not an option, written comments may be submitted to the City Recorder. Written comments must be submitted no later than the day prior to the meeting. Written comments will be addressed at the designated points in the meeting.

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **America 250 Tribute**
Reading of the Declaration of Independence Presented by Chase Randall, Library Director
4. **State Funded Grant for Court Victim Advocates**
Presented by Velynn Matson, Tooele Victim Advocate
5. **Public Comment Period**
6. **Public Hearing and Motion on Ordinance 2026-02** An Ordinance of the Tooele City Council Vacating a Municipal Utility Easement Near 2400 North Main Street (The Peak at Compass Point Subdivision) and Accepting a Replacement Municipal Utility Easement for Identical Utility Service to the Same Area
Presented by Paul Hansen, City Engineer
7. **Ordinance 2026-03** An Ordinance of the Tooele City Council Amending Tooele City Code Chapter 1-26, Clarifying Application of Fee Changes to New and Pending Submissions, and Updating Reference to Utah Code
Presented by Shannon Wimmer, Finance Director
8. **Resolution 2026-06** A Resolution of the Tooele City Council Amending the Legislative Policy Regarding Public Comments in Public Meetings, Applicable to the Public Comment Period and Public Hearings
Presented by Matthew Johnson, City Attorney

9. **Resolution 2026-08** A Resolution of the Tooele City Council Waiving Development Impact Fees for the Tooele County Housing Authority's Harvey Subdivision
Presented by Matthew Johnson, City Attorney

10. **Resolution 2026-07** A Resolution of the Tooele City Council Approving an Agreement with Arrow Landscape Construction, LLC, for the 2026 Tooele Valley Museum Sidewalk Project
Presented by Darwin Cook, Parks & Recreation Director

11. **Invoices & Purchase Orders**
Presented by Shilo Baker, City Recorder

12. **Minutes**
 - ~February 4, 2026 Work Meeting
 - ~February 4, 2026 Business Meeting

13. **Adjourn**

Shilo Baker, Tooele City Recorder

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

TOOELE CITY CORPORATION

ORDINANCE 2026-02

AN ORDINANCE OF THE TOOELE CITY COUNCIL VACATING A MUNICIPAL UTILITY EASEMENT NEAR 2400 NORTH MAIN STREET (THE PEAK AT COMPASS POINT SUBDIVISION) AND ACCEPTING A REPLACEMENT MUNICIPAL UTILITY EASEMENT FOR IDENTICAL UTILITY SERVICE TO THE SAME AREA.

WHEREAS, in 2024, in the development of The Peak at Compass Point Subdivision, L.H. Perry Investments, LLC, (the "Property Owner") conveyed to Tooele City a municipal utility easement, shown in Exhibit A, for the purpose of accessing, constructing, operating, and maintaining water facilities ("Exhibit A Easement"); and,

WHEREAS, as development has progressed, it has been determined that the water facilities were adjusted and relocated to accommodate the project design; and,

WHEREAS, the Property Owner has petitioned the City to vacate the Exhibit A Easement (as described in the vacation instrument in Exhibit B) in exchange for the grant of a new municipal utility easement, shown in Exhibit C, for the identical purpose of accessing, constructing, operating, and maintaining water facilities ("Exhibit C Easement"); and,

WHEREAS, the Exhibit A Easement is currently used or contemplated only for water facilities, and there are no other public or private utilities currently located within said easement; and,

WHEREAS, there are no other property owners adjacent to the Exhibit A Easement; and,

WHEREAS, the petition complies with Utah Code § 10-20-813; and,

WHEREAS, the City Council convened a duly-noticed public hearing on February 18, 2026, to consider the easement vacation and replacement; and,

WHEREAS, good cause exists for the vacation, and the vacation is not anticipated to materially injure the public interest or any private person, inasmuch as:

- The Property Owner has petitioned for the vacation to facilitate better utility alignment;
- The replacement Exhibit C Easement provides the City with an interest equivalent to or better than the original Exhibit A Easement;
- No existing public or private utilities will be displaced or impaired by this relocation; and,
- the public hearing identified no reason why the vacation should not be approved.

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

1. the petition to vacate the Exhibit A Easement and replace it with the new Exhibit C Easement, is hereby approved, contingent and effective upon the recording of the Exhibit C Easement; and,
2. the City Administration is hereby instructed to see that Exhibit B and Exhibit C, as well as a signed and executed copy of this Ordinance, be recorded in the office of the Tooele County Recorder.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

Exhibit A

November 2024 Easement (to be Vacated)

AFTER RECORDATION
MAIL TO:
TOOELE CITY CORPORATION
90 NORTH MAIN STREET
TOOELE CITY, UT 84074

GRANT OF RIGHT-OF-WAY EASEMENT TO TOOELE CITY

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Property Owner **L.H. PERRY INVESTMENTS, L.L.C.**, a Utah limited liability company, whose address is 17 East Winchester Street Murray, UT 84107 Attn: William O. Perry IV, as GRANTOR(S) hereby grant to TOOELE CITY, a municipal corporation situated in Tooele County, the State of Utah, as CITY, a permanent easement and right-of-way for the purpose of accessing, constructing, operating, and maintaining water facilities in the easement granted herein. Said easement is described as follows:

**(See Attached Exhibit 'A' for Legal Description &
Exhibit 'B' for Location Map)**

GRANTOR hereby grants to CITY a perpetual right of ingress and egress to and from and along said right-of-way with the right to operate, maintain, repair, replace, augment and/or remove the public facilities as deemed necessary; also the right to trim, clear or remove, at any time from said right-of-way any tree, brush, structure or obstruction of any character whatsoever, which in the sole judgment of CITY may endanger the safety of or interfere with the operation of CITY's facilities. The Grantor and its successors in interest hereby forever relinquish the right to construct any improvement, structure, change in topography, or landscaping which would interfere with the operation, replacement or repair of the water facilities constructed and maintained under the provisions of this easement, without the express written consent in advance of the CITY. Any improvements erected within this easement without written consent will be removed at the current lot owner's expense.

GRANTOR agrees on its own behalf, and on behalf of its successors in interest, that it will indemnify and hold harmless CITY for any damages to the property which result from maintenance and repair operations by CITY of its facilities within the easement. CITY will make reasonable efforts to restore the ground surface of the property within the easement to a safe condition following any maintenance or repair operations, but final surface hardscape or landscape restoration will be the responsibility of the GRANTOR.

GRANTOR may use said land as a driveway and parking, and to the extent of such use, may surface or pave the area, subject to the restrictions as to changes in existing topography set forth above.

CITY shall have the right to transfer and assign all or a portion of this easement to its successor in interest, or to any other political subdivision or public utility for use of the above stated purpose.

CITY shall be responsible for any accidents or damages occurring on or to the property during the term of this easement caused by negligent acts or conduct of CITY, or by the negligent acts or conduct of CITY's employees, servants or agents.

All work and other activities performed by CITY pursuant to this easement shall be performed in a good and workmanlike, and lien-free manner in compliance with all applicable laws, codes and regulations, and once commenced, shall be diligently pursued to completion. CITY shall not allow any liens to be placed on the property as a result of CITY's work.

CITY shall only use the easement area or any of the adjoining land of GRANTOR's property for the parking of vehicles or equipment on a temporary basis and as reasonably necessary to exercise CITY's rights hereunder, and no overnight parking whatsoever.

CITY shall use commercially reasonable efforts to minimize the disturbance of GRANTOR's business operations on GRANTOR's property, and shall not cause or permit any unattended parking of equipment on the paved surfaces of GRANTOR's property that are outside of easement area. Where reasonably practicable CITY will make efforts to keep GRANTOR's ingress and egress points to public rights-of-way, and drive lanes and drive aisles within the shopping center shall remain open and unobstructed during normal business hours.

To the extent practicable, CITY shall patch or restore any asphalt, curb and gutter, or sidewalks on the property that is removed or disturbed by CITY as a result of CITY's maintenance or repairs of its facilities within the easement area. City shall only be required to repair those areas that are removed or disturbed by CITY.

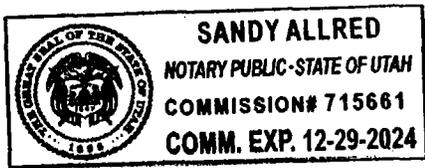
GRANTOR: L.H. PERRY INVESTMENTS, L.L.C.

Date: 11/16/24

[Signature]
(Printed Name) William O PERRY

STATE OF Utah
: ss.
COUNTY OF Salt Lake

On the 11th day of November, 2024, personally appeared before me William O Perry, the landowner of the property described in the attached Exhibit A and duly acknowledged to me that they executed the same.



[Signature]
NOTARY PUBLIC

EXHIBIT 'A'

EXHIBIT 'A'**The Peak at Compass Point Subdivision
Water Line Easement****October 22, 2024**

An Easement of varied width for water line facilities, being a part of the Northeast Quarter of Section 9, Township 3 South, Range 4 West, Salt Lake Base, and Meridian, U.S. Survey, in Tooele City, Tooele County, Utah:

Beginning at a point on the Northerly line of 2400 North Street as it exists at 42.00 foot half-width, located 1159.60 feet North 89°41'33" East along the Quarter Section line; and 42.00 feet North from a Brass Cap Monument found marking the Center of said Section 9; and running thence North 0°18'27" West 227.40 feet; thence North 7°07'11" East 10.44 feet; thence North 82°52'49" West 11.37 feet; thence North 7°07'11" East 20.00 feet; thence South 82°52'49" East 11.37 feet; thence North 7°07'11" East 256.83 feet; thence North 82°52'49" West 27.93 feet; thence North 7°07'11" East 40.00 feet; thence South 82°52'49" East 27.93 feet; thence North 7°07'11" East 113.56 feet; thence North 31°07'51" East 197.15 feet; thence North 58°52'09" West 14.58 feet; thence North 82°44'08" West 30.89 feet; thence North 7°15'52" East 15.60 feet to a point on a curve on the Easterly line of future Parcel A of the forthcoming The Peak at Compass Point Subdivision; thence Northwesterly along the arc of a 190.00 foot radius curve to the left a distance of 5.90 feet (Center bears North 40°06'00" West, Central Angle equals 1°46'47" and Long Chord bears North 49°00'37" East 5.90 feet) along said Easterly line of future Parcel A; thence South 82°44'08" East 31.18 feet; thence South 58°52'09" East 18.81 feet; thence North 31°07'51" East 37.94 feet; thence North 7°15'52" East 20.75 feet; thence North 82°44'08" West 33.50 feet to a point on a curve; thence Northeasterly along the arc of a 190.00 foot radius curve to the left a distance of 55.19 feet (Center bears North 59°00'24" West, Central Angle equals 16°38'38" and Long Chord bears North 22°40'17" East 55.00 feet); thence South 82°44'08" East 18.89 feet; thence North 7°15'52" East 112.77 feet; thence North 82°44'08" West 17.44 feet; thence North 7°15'52" East 28.00 feet; thence South 82°44'08" East 17.44 feet; thence North 7°15'52" East 21.31 feet; thence North 82°44'08" West 17.44 feet; thence North 7°15'52" East 20.00 feet; thence South 82°44'08" East 17.44 feet; thence North 7°15'52" East 28.23 feet; thence North 82°44'08" West 17.44 feet; thence North 7°15'52" East 28.00 feet; thence South 82°44'08" East 17.44 feet; thence North 7°15'52" East 167.27 feet; thence South 83°14'12" East 63.65 feet; thence East 18.17 feet; thence North 25.00 feet; thence East 20.00 feet; thence South 25.00 feet; thence East 19.87 feet; thence North 25.00 feet; thence East 20.00 feet; thence South 25.00 feet; thence East 818.83 feet to the Westerly line of Highway 36; thence South 7°15'39" West 20.16 feet along said Westerly line; thence West 235.86 feet; thence South 7°31'10" West 30.32 feet; thence North 82°28'50" West 26.30 feet; thence South 7°31'10" West 107.65 feet; thence South 82°28'50" East 29.35 feet; thence South 7°15'52" West 30.00 feet; thence North 82°28'50" West 29.49 feet; thence South 7°31'10" West 141.66 feet; thence South 82°28'50" East 14.00 feet; thence South 7°31'10" West 20.00 feet; thence North 82°28'50" West 14.00 feet; thence South 7°31'10" West 27.06 feet; thence South 82°28'50" East 29.85 feet; thence South 7°31'10" West 20.05 feet; thence North 82°28'50" West 29.85 feet; thence South 7°31'10" West 109.75 feet; thence South 7°17'27" West 78.04 feet; thence South 82°42'33" East 33.18 feet; thence South 7°17'27" West 32.00 feet; thence North 82°42'57" West 33.18 feet; thence

South 7°17'27" West 17.19 feet; thence South 82°44'08" East 255.59 feet; thence South 7°15'52" West 20.00 feet; thence North 82°44'08" West 255.60 feet; thence South 7°17'27" West 142.75 feet; thence South 82°42'33" East 28.93 feet; thence South 7°17'27" West 25.00 feet; thence North 82°42'33" West 28.93 feet; thence South 7°17'27" West 72.14 feet; thence South 82°42'13" East 14.96 feet; thence South 7°17'27" West 20.00 feet; thence North 82°42'33" West 14.96 feet; thence South 7°17'27" West 38.72 feet; thence South 60°56'42" East 22.77 feet; thence South 29°03'18" West 25.00 feet; thence North 60°56'42" West 20.45 feet; thence South 29°03'18" West 60.12 feet; thence South 60°56'42" East 23.54 feet; thence South 29°03'18" West 25.00 feet; thence North 60°56'42" West 23.54 feet; thence South 29°03'18" West 79.64 feet; thence South 60°56'42" East 25.57 feet; thence South 29°03'18" West 40.00 feet; thence North 60°56'42" West 18.60 feet; thence 89°22'50" West 102.64 feet; thence South 0°37'10" West 14.00 feet; thence North 89°22'50" West 25.00 feet; thence North 0°37'10" East 14.00 feet; thence North 89°22'50" West 199.39 feet; thence South 0°37'10" West 14.50 feet; thence North 89°22'50" West 20.00 feet; thence North 0°37'10" East 14.50 feet; thence North 89°23'09" West 109.46 feet; thence South 0°36'51" West 5.00 feet; thence North 89°23'09" West 20.00 feet; thence North 0°36'51" East 5.00 feet; thence North 89°23'09" West 185.60 feet; thence South 0°37'12" West 25.97 feet; thence North 89°22'50" West 20.00 feet; thence North 0°37'10" East 26.00 feet; thence North 89°22'50" West 16.88 feet; thence South 0°18'27" East 212.19 feet to said Northerly line of 2400 North Street; thence South 89°41'33" West 20.00 feet along said Northerly line of 2400 North Street to the point of beginning.

Less and Excepting:

Beginning at a point located 1180.62 feet North 89°41'33" East along the Quarter Section line; and 274.19 feet North 0°18'27" West from a Brass Cap Monument found marking the Center of said Section 9; and running thence North 7°07'11" East 273.22 feet; thence South 82°52'49" East 30.64 feet; thence North 7°07'11" East 38.00 feet; thence North 82°52'49" West 30.64 feet; thence North 7°07'11" East 117.92 feet; thence North 31°07'51" East 255.06 feet; thence North 7°15'52" East 24.98 feet; thence South 82°44'08" East 19.86 feet; thence North 7°15'52" East 45.00 feet; thence North 82°44'08" West 19.86 feet; thence North 7°15'52" East 115.80 feet; thence South 82°44'08" East 17.50 feet; thence North 7°15'52" East 25.00 feet; thence North 82°44'08" West 17.50 feet; thence North 7°15'52" East 72.53 feet; thence South 82°44'08" East 17.50 feet; thence North 7°15'52" East 25.00 feet; thence North 82°44'08" West 17.50 feet; thence North 7°15'52" East 155.43 feet; thence South 83°14'12" East 45.00 feet; thence East 53.30 feet; South 5.00 feet; thence East 20.00 feet; thence North 5.00 feet; thence East 127.09 feet; thence South 7°45'26" West 18.33 feet; thence South 37°14'34" East 37.42 feet; thence North 82°44'34" West 6.71 feet; thence South 7°15'26" West 20.00 feet; thence South 82°44'34" East 9.19 feet; thence South 7°15'26" West 300.92 feet; thence North 82°44'34" West 8.72 feet; thence South 7°15'26" West 20.00 feet; thence South 82°44'34" East 8.72 feet; thence South 7°15'26" West 169.58 feet; thence North 82°44'08" West 3.13 feet; thence South 7°08'30" West 24.94 feet; thence North 82°51'30" West 5.00 feet; thence South 7°08'30" West 20.00 feet; thence South 82°51'30" East 5.00 feet; thence South 7°08'30" West 297.67 feet; thence North 82°51'30" West 23.98 feet; South 7°08'30" West 20.00 feet; thence South 82°51'30" East 23.98 feet; thence South 5°02'13" West 189.68 feet; thence North 89°22'50" West 382.11 feet to the point of beginning.

Also Less and Excepting:

Beginning at a point located 1582.74 feet North 89°41'33" East along the Quarter Section line; and 267.68 feet North 0°18'27" West from a Brass Cap Monument found marking the Center of said Section 9; and running thence North 5°08'30" East 197.69 feet; thence North 7°08'30" East 332.28 feet; thence South 82°44'08" East 3.09 feet; thence North 7°15'26" East 536.16 feet; thence North 37°14'34" West 40.85 feet; thence North 7°45'26" East 12.77 feet; thence East 186.78 feet; thence South 15.00 feet; thence East 45.00 feet; thence North 15.00 feet; thence East 78.15 feet; thence South 10.00 feet; thence East 20.00 feet; thence North 10.00 feet; thence East 62.43 feet; thence South 7°31'10" West 480.40 feet; thence South 7°17'27" West 448.27 feet; thence South 29°03'18" West 211.99 feet; thence North 89°22'50" West 89.79 feet; thence North 0°37'10" East 36.00 feet; thence North 89°22'50" West 20.00 feet; thence South 0°37'10" West 36.00 feet; thence North 89°22'50" West 166.71 feet to the point of beginning.

Gross Contains 875,408 sq. ft.
Less and Excepting 352,358 sq. ft.
Also Less and Excepting 392,334 sq. ft.
Net Contains 130,716 sq. ft.

EXHIBIT 'B'

EXHIBIT 'B'

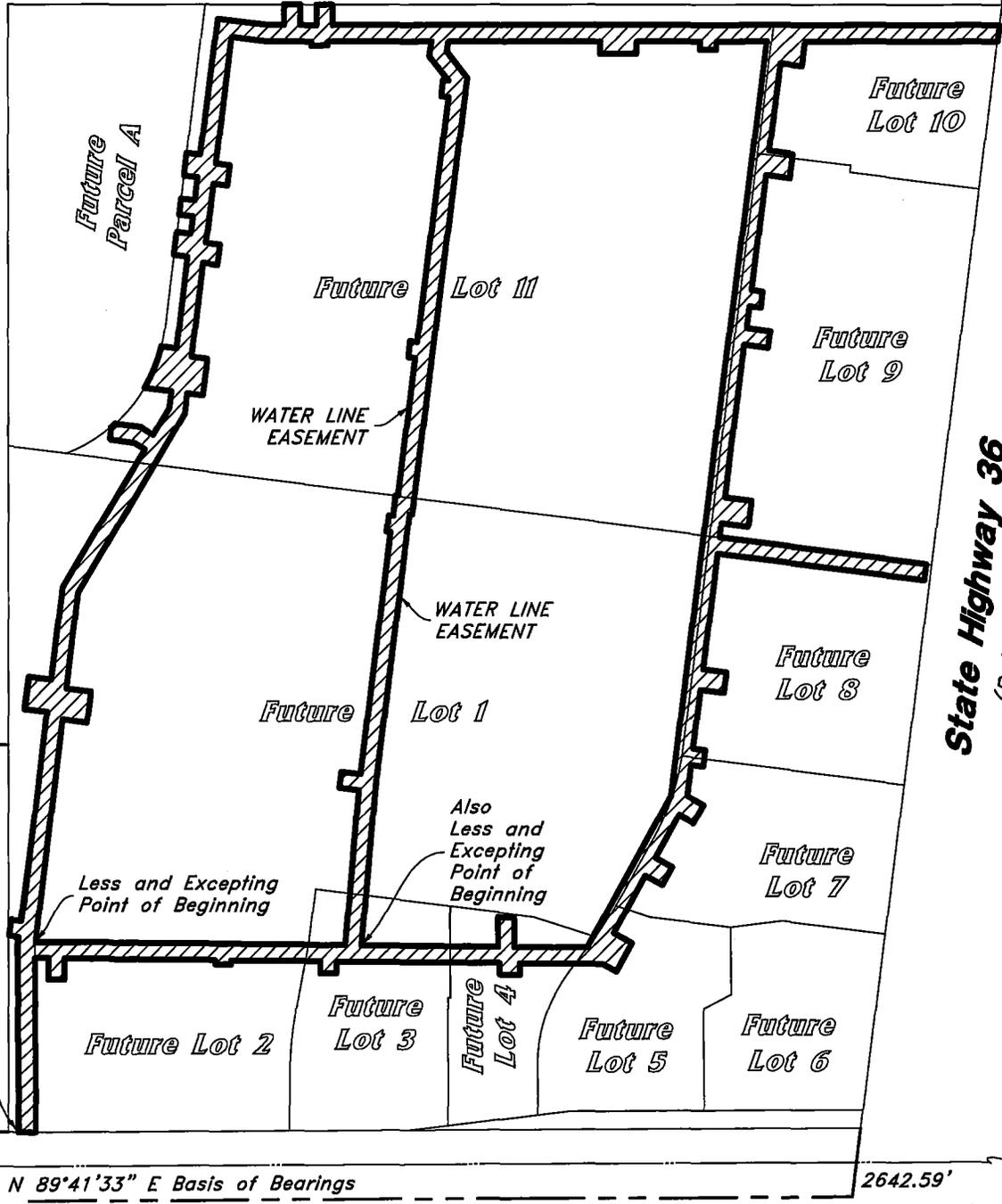
Poulton Investment Co.
02-143-0-0119

Poulton Investment Co.
02-143-0-0119

L.H. Perry
02-143-0-0118

State Highway 36
(Public Street)

East Quarter Corner Section 9,
T3S, R4W, SLB&M, U.S. Survey
(Found Brass Cap Monument)



Center of Section 9,
T3S, R4W, SLB&M, U.S. Survey
(Found Brass Cap Monument)

2400 North Street
(Public Street)

Scale: 1" = 200'



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Water Line Easment

Smith's Tooele
2400 North, Highway 36
Tooele, Utah

Sheet No.

1

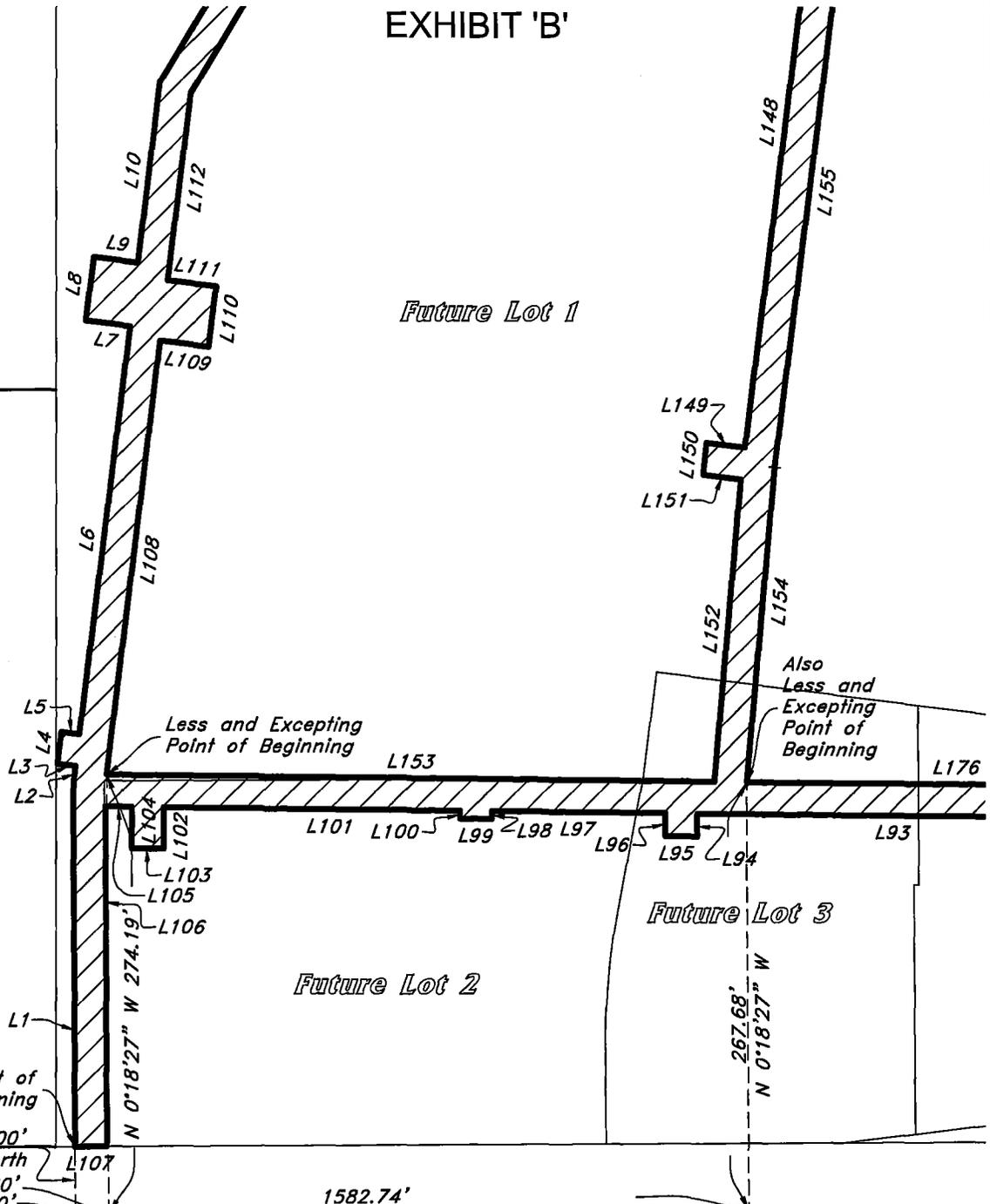
Designed By: TW
Drafted By: TC, LC
Client Name:
Smith's
SMC290 WL EX
16 Oct 2024

See Sheet 3

EXHIBIT 'B'

Poulton Investment Co.
02-143-0-0119

L.H. Perry
02-143-0-0118



See Sheet 5

1180.60'
1159.60'
1582.74'
N 89°41'33" E Basis of Bearings

Center of Section 9,
T3S, R4W, SLB&M, U.S. Survey
(Found Brass Cap Monument)

2400 North Street
(Public Street)

Scale: 1" = 100'



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Water Line Easment

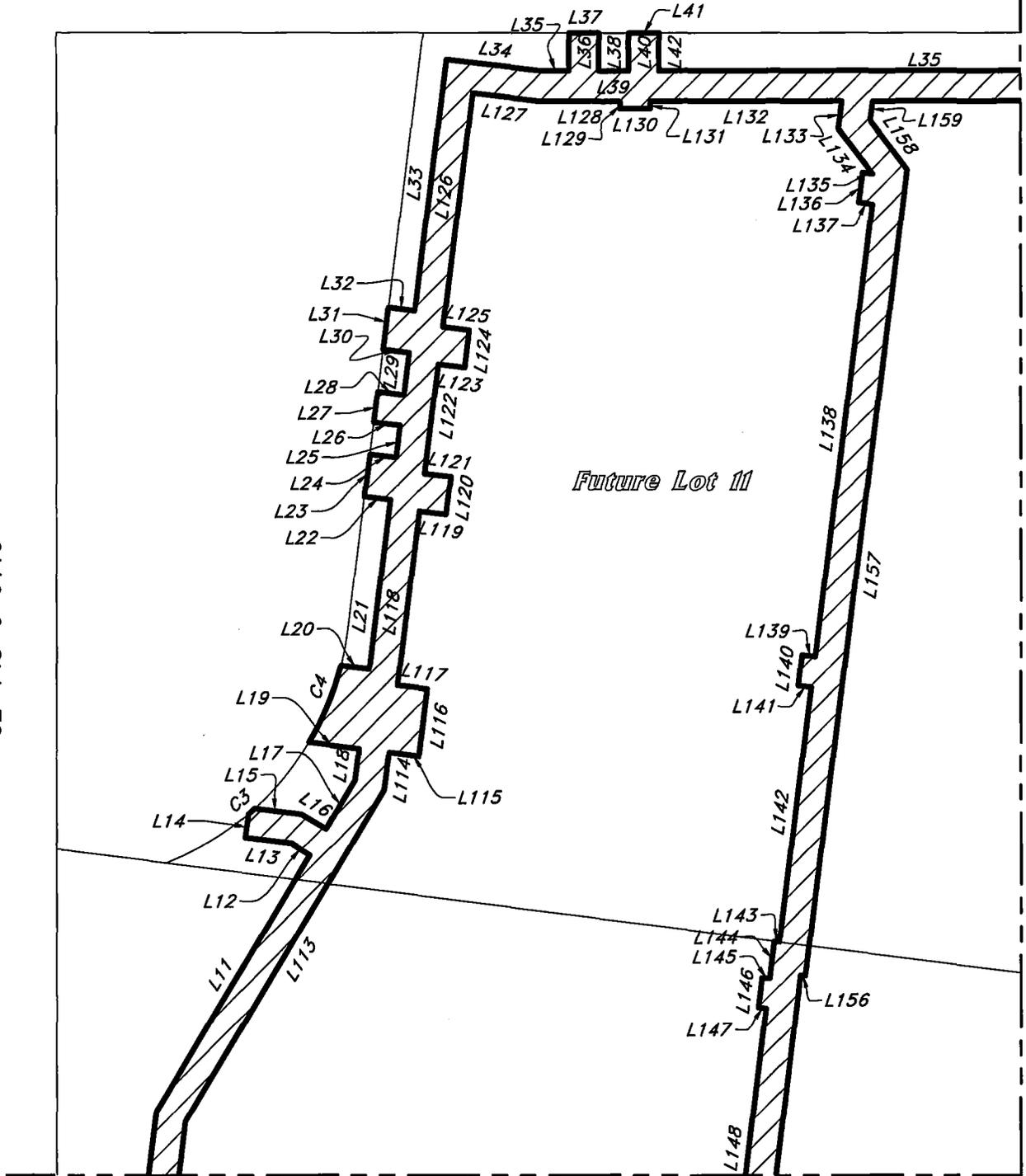
Smith's Tooole
2400 North, Highway 36
Tooole, Utah

Sheet No.	Designed By: TW
2	Drafted By: TC, LC
	Client Name: Smith's
	SMC290 WL EX
	16 Oct 2024

Poulton Investment Co.
02-143-0-0119

EXHIBIT 'B'

Poulton Investment Co.
02-143-0-0119



See Sheet 4

See Sheet 2



Scale: 1" = 100'



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Water Line Easment

Smith's Tooele

2400 North, Highway 36
Tooele, Utah

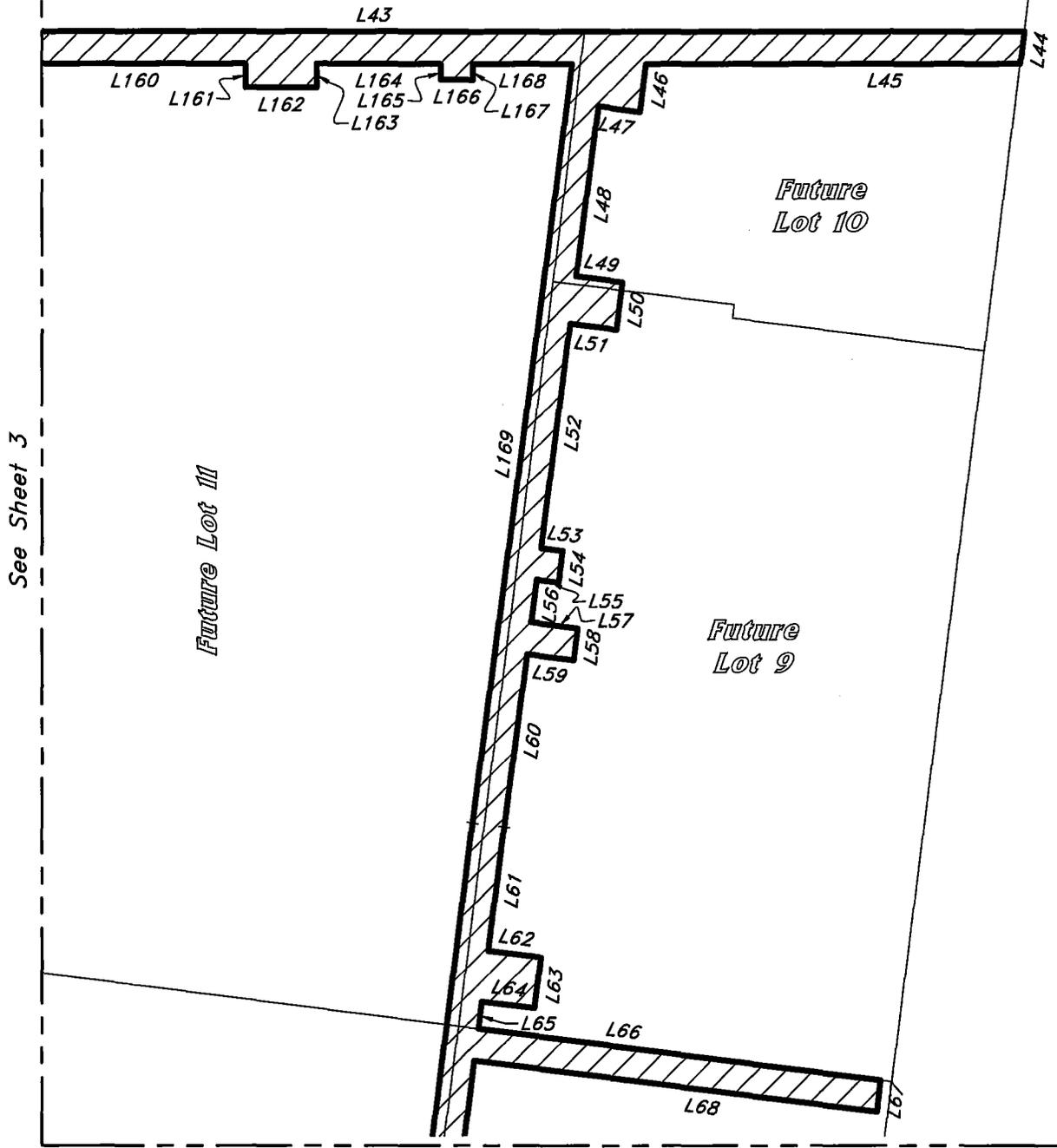
Sheet No.

3

Designed By: TW
Drafted By: TC, LC
Client Name:
Smith's
SMC290 WL EX
16 Oct 2024

EXHIBIT 'B'

Poulton Investment Co.
02-143-0-0119



See Sheet 3

Future Lot 11

Future Lot 10

Future Lot 9

See Sheet 5



Scale: 1" = 100'



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Water Line Easment

Smith's Tooole

2400 North, Highway 36
Tooole, Utah

Sheet No.

4

Designed By: TW
Drafted By: TC, LC
Client Name:
Smith's
SMC290 WL EX
16 Oct 2024

Line Table		
Line #	Bearing	Length
L1	N00°18'27"W	227.40'
L2	N07°07'11"E	10.44'
L3	S82°52'49"E	11.37'
L4	N07°07'11"E	20.00'
L5	S82°52'49"E	11.37'
L6	N07°07'11"E	256.83'
L7	N82°52'49"W	27.93'
L8	N07°07'11"E	40.00'
L9	S82°52'49"E	27.93'
L10	N07°07'11"E	113.56'
L11	N31°07'51"E	197.15'
L12	N58°52'09"W	14.58'
L13	N82°44'08"W	30.89'
L14	N07°15'52"E	15.60'
L15	S82°44'08"E	31.18'
L16	S58°52'09"E	18.81'
L17	S31°07'51"W	37.94'
L18	N07°15'52"E	20.75'
L19	N82°44'08"W	33.50'
L20	S82°44'08"E	18.89'
L21	N07°15'52"E	112.77'
L22	N82°44'08"W	17.44'
L23	N07°15'52"E	28.00'
L24	S82°44'08"E	17.44'
L25	N07°15'52"E	21.31'
L26	N82°44'08"W	17.44'
L27	N07°15'52"E	20.00'
L28	S82°44'08"E	17.44'
L29	N07°15'52"E	28.23'
L30	N82°44'08"W	17.44'

Line Table		
Line #	Bearing	Length
L31	N07°15'52"E	28.00'
L32	S82°44'08"E	17.44'
L33	N07°15'52"E	167.27'
L34	S83°14'12"E	63.65'
L35	East	18.17'
L36	North	25.00'
L37	East	20.00'
L38	South	25.00'
L39	East	19.87'
L40	North	25.00'
L41	East	20.00'
L42	South	25.00'
L43	East	818.83'
L44	S07°15'39"W	20.16'
L45	West	235.86'
L46	S07°31'10"W	30.32'
L47	N82°28'50"W	26.30'
L48	S07°31'10"W	107.65'
L49	S82°28'50"E	29.35'
L50	S07°15'52"W	30.00'
L51	N82°28'50"W	29.49'
L52	S07°31'10"W	141.66'
L53	N82°28'50"W	14.00'
L54	S07°31'10"W	20.00'
L55	N82°28'50"W	14.00'
L56	S07°31'10"W	27.06'
L57	S82°28'50"E	29.85'
L58	S07°31'10"W	20.05'
L59	N82°28'50"W	29.85'
L60	S07°31'10"W	109.75'

EXHIBIT 'B'



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAeng@nooring.net

Water Line Easment

Smith's Tooele

2400 North, Highway 36
Tooele, Utah

Sheet No.

6

Designed By: TW
Drafted By: TC, LC
Client Name:
Smith's
SMC290 WL EX
16 Oct 2024

Line Table		
Line #	Bearing	Length
L61	S07°17'27"W	78.04'
L62	S82°42'33"E	33.18'
L63	S07°17'27"W	32.00'
L64	N82°42'33"W	33.18'
L65	S07°17'27"W	17.19'
L66	S82°44'08"E	255.59'
L67	S07°15'52"W	20.00'
L68	N82°44'08"W	255.60'
L69	S07°17'27"W	142.75'
L70	S82°42'33"E	28.93'
L71	S07°17'27"W	25.00'
L72	N82°42'33"W	28.93'
L73	S07°17'27"W	72.14'
L74	S82°42'13"E	14.96'
L75	S07°17'27"W	20.00'
L76	N82°42'33"W	14.96'
L77	S07°17'27"W	38.72'
L78	S60°56'42"E	22.77'
L79	S29°03'18"W	25.00'
L80	N60°56'42"W	20.45'
L81	S29°03'18"W	60.12'
L82	S60°56'42"E	23.54'
L83	S29°03'18"W	25.00'
L84	N60°56'42"W	23.54'
L85	S29°03'18"W	79.64'
L86	S60°56'42"E	25.57'
L87	S29°03'18"W	40.00'
L88	N60°56'42"W	18.60'
L89	N89°22'50"W	102.64'
L90	N00°37'10"E	14.00'

Line Table		
Line #	Bearing	Length
L91	N89°22'50"W	25.00'
L92	N00°37'10"E	14.00'
L93	N89°22'50"W	199.39'
L94	S00°37'10"W	14.50'
L95	N89°22'50"W	20.00'
L96	N00°37'10"E	14.50'
L97	N89°23'09"W	109.46'
L98	N00°36'51"E	5.00'
L99	N89°23'09"W	20.00'
L100	N00°36'51"E	5.00'
L101	N89°23'09"W	185.60'
L102	S00°37'12"W	25.97'
L103	N89°22'50"W	20.00'
L104	N00°37'10"E	26.00'
L105	N89°22'50"W	16.88'
L106	S00°18'27"E	212.19'
L107	S89°41'33"W	20.00'
L108	N07°07'11"E	273.22'
L109	S82°52'49"E	30.64'
L110	N07°07'11"E	38.00'
L111	N82°52'49"W	30.64'
L112	N07°07'11"E	117.92'
L113	N31°07'51"E	255.06'
L114	N07°15'52"E	24.98'
L115	S82°44'08"E	19.86'
L116	N07°15'52"E	45.00'
L117	N82°44'08"W	19.86'
L118	N07°15'52"E	115.80'
L119	S82°44'08"E	17.50'
L120	N07°15'52"E	25.00'

EXHIBIT 'B'

 <p>2010 North Redwood Road, Salt Lake City, Utah 84116 (801) 521-8529 - AWAengineering.net</p>	<p>Water Line Easment</p>	<p>Sheet No.</p> <p>7</p>	<p>Designed By: TW</p>
	<p>Smith's Tooele</p> <p>2400 North, Highway 36 Tooele, Utah</p>		<p>Drafted By: TC, LC</p> <p>Client Name: Smith's</p> <p>SMC290 WL EX</p> <p>16 Oct 2024</p>

Line Table		
Line #	Bearing	Length
L121	N82°44'08"W	17.50'
L122	N07°15'52"E	72.53'
L123	S82°44'08"E	17.50'
L124	N07°15'52"E	25.00'
L125	N82°44'08"W	17.50'
L126	N07°15'52"E	155.43'
L127	S83°14'12"E	45.00'
L128	East	53.30'
L129	South	5.00'
L130	East	20.00'
L131	North	5.00'
L132	East	127.09'
L133	S07°45'26"W	18.33'
L134	S37°14'34"E	37.42'
L135	N82°44'34"W	6.71'
L136	S07°15'26"W	20.00'
L137	S82°44'34"E	9.19'
L138	S07°15'26"W	300.92'
L139	N82°44'34"W	8.72'
L140	S07°15'26"W	20.00'
L141	S82°44'34"E	8.72'
L142	S07°15'26"W	169.58'
L143	N82°44'08"W	3.13'
L144	S07°08'30"W	24.94'
L145	N82°51'30"W	5.00'
L146	S07°08'30"W	20.00'
L147	S82°51'30"E	5.00'
L148	S07°08'30"W	297.67'
L149	N82°51'30"W	23.98'
L150	S07°08'30"W	20.00'

Line Table		
Line #	Bearing	Length
L151	S82°51'30"E	23.98'
L152	S05°02'13"W	189.68'
L153	N89°22'50"W	382.11'
L154	N05°08'30"E	197.69'
L155	N07°08'30"E	332.28'
L156	S82°44'08"E	3.09'
L157	N07°15'26"E	536.16'
L158	N37°14'34"W	40.85'
L159	N07°45'26"E	12.77'
L160	East	186.78'
L161	South	15.00'
L162	East	45.00'
L163	North	15.00'
L164	East	78.15'
L165	South	10.00'
L166	East	20.00'
L167	North	10.00'
L168	East	62.43'
L169	S07°31'10"W	480.40'
L170	S07°17'27"W	448.27'
L171	S29°03'18"W	211.99'
L172	N89°22'50"W	89.79'
L173	N00°37'10"E	36.00'
L174	N89°22'50"W	20.00'
L175	N00°37'10"E	36.00'
L176	N89°22'50"W	166.71'

EXHIBIT 'B'

Curve Table					
Curve #	Delta	Radius	Length	Chord	Chord Length
C3	1°46'47"	190.00'	5.90'	N49°00'37"E	5.90'
C4	16°38'38"	190.00'	55.19'	N22°40'17"E	55.00'



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAAengineering.net

Water Line Easment

Smith's Tooele

2400 North, Highway 36
Tooele, Utah

Sheet No.

8

Designed By: TW

Drafted By: TC, LC

Client Name:
Smith's

SMC290 WL EX

16 Oct 2024

Exhibit B

Vacation Document

WHEN RECORDED MAIL TO:

TOOELE CITY
90 North Main Street
Tooele City, Utah 84074

_____SPACE ABOVE THIS LINE FOR RECORDER’S USE_____

TERMINATION OF RECORDED GRANT OF RIGHT-OF-WAY EASEMENT TO TOOELE CITY

This Termination of Recorded Grant of Right-of-Way Easement to Tooele City is made effective as of _____, 2026 (the “Effective Date”), with reference to that certain Grant of Right-of-Way Easement to Tooele City executed November 7, 2024 (the “Easement”), by L.H. Perry Investments, L.L.C., a Utah limited liability company (“Grantor”) in favor of Tooele City, a municipal corporation (“City”), for premises legally described on Exhibit A and depicted on Exhibit B hereto and incorporated herein by this reference.

1. The Easement was recorded in the Official Records of the Tooele County, Recorder's Office (the "Official Records") on November 7, 2024, as Entry No. 610717.
2. The Easement is hereby terminated as of the Effective Date and is declared to be of no further force or effect.
3. This Termination shall be recorded by the City with the Recorder’s Office of Tooele County , Utah, and a copy of such recorded instrument shall be provided to Smith’s Food & Drug Centers, Inc., an Ohio corporation, and successor-in-interest to the Grantor to the premises legally described on Exhibit A and depicted on Exhibit B.

CITY:

TOOELE CITY, a municipal corporation

By: _____

Name: _____

Title: _____

[City acknowledgment on next page]

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

On this ___ day _____, 2026, before me, the undersigned Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of the corporation, that executed the instrument or the person who executed the instrument on behalf of Tooele City, a municipal corporation, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____(state)

EXHIBIT 'A'

EXHIBIT 'A'**The Peak at Compass Point Subdivision
Water Line Easement****October 22, 2024**

An Easement of varied width for water line facilities, being a part of the Northeast Quarter of Section 9, Township 3 South, Range 4 West, Salt Lake Base, and Meridian, U.S. Survey, in Tooele City, Tooele County, Utah:

Beginning at a point on the Northerly line of 2400 North Street as it exists at 42.00 foot half-width, located 1159.60 feet North 89°41'33" East along the Quarter Section line; and 42.00 feet North from a Brass Cap Monument found marking the Center of said Section 9; and running thence North 0°18'27" West 227.40 feet; thence North 7°07'11" East 10.44 feet; thence North 82°52'49" West 11.37 feet; thence North 7°07'11" East 20.00 feet; thence South 82°52'49" East 11.37 feet; thence North 7°07'11" East 256.83 feet; thence North 82°52'49" West 27.93 feet; thence North 7°07'11" East 40.00 feet; thence South 82°52'49" East 27.93 feet; thence North 7°07'11" East 113.56 feet; thence North 31°07'51" East 197.15 feet; thence North 58°52'09" West 14.58 feet; thence North 82°44'08" West 30.89 feet; thence North 7°15'52" East 15.60 feet to a point on a curve on the Easterly line of future Parcel A of the forthcoming The Peak at Compass Point Subdivision; thence Northwesterly along the arc of a 190.00 foot radius curve to the left a distance of 5.90 feet (Center bears North 40°06'00" West, Central Angle equals 1°46'47" and Long Chord bears North 49°00'37" East 5.90 feet) along said Easterly line of future Parcel A; thence South 82°44'08" East 31.18 feet; thence South 58°52'09" East 18.81 feet; thence North 31°07'51" East 37.94 feet; thence North 7°15'52" East 20.75 feet; thence North 82°44'08" West 33.50 feet to a point on a curve; thence Northeasterly along the arc of a 190.00 foot radius curve to the left a distance of 55.19 feet (Center bears North 59°00'24" West, Central Angle equals 16°38'38" and Long Chord bears North 22°40'17" East 55.00 feet); thence South 82°44'08" East 18.89 feet; thence North 7°15'52" East 112.77 feet; thence North 82°44'08" West 17.44 feet; thence North 7°15'52" East 28.00 feet; thence South 82°44'08" East 17.44 feet; thence North 7°15'52" East 21.31 feet; thence North 82°44'08" West 17.44 feet; thence North 7°15'52" East 20.00 feet; thence South 82°44'08" East 17.44 feet; thence North 7°15'52" East 28.23 feet; thence North 82°44'08" West 17.44 feet; thence North 7°15'52" East 28.00 feet; thence South 82°44'08" East 17.44 feet; thence North 7°15'52" East 167.27 feet; thence South 83°14'12" East 63.65 feet; thence East 18.17 feet; thence North 25.00 feet; thence East 20.00 feet; thence South 25.00 feet; thence East 19.87 feet; thence North 25.00 feet; thence East 20.00 feet; thence South 25.00 feet; thence East 818.83 feet to the Westerly line of Highway 36; thence South 7°15'39" West 20.16 feet along said Westerly line; thence West 235.86 feet; thence South 7°31'10" West 30.32 feet; thence North 82°28'50" West 26.30 feet; thence South 7°31'10" West 107.65 feet; thence South 82°28'50" East 29.35 feet; thence South 7°15'52" West 30.00 feet; thence North 82°28'50" West 29.49 feet; thence South 7°31'10" West 141.66 feet; thence South 82°28'50" East 14.00 feet; thence South 7°31'10" West 20.00 feet; thence North 82°28'50" West 14.00 feet; thence South 7°31'10" West 27.06 feet; thence South 82°28'50" East 29.85 feet; thence South 7°31'10" West 20.05 feet; thence North 82°28'50" West 29.85 feet; thence South 7°31'10" West 109.75 feet; thence South 7°17'27" West 78.04 feet; thence South 82°42'33" East 33.18 feet; thence South 7°17'27" West 32.00 feet; thence North 82°42'57" West 33.18 feet; thence

South 7°17'27" West 17.19 feet; thence South 82°44'08" East 255.59 feet; thence South 7°15'52" West 20.00 feet; thence North 82°44'08" West 255.60 feet; thence South 7°17'27" West 142.75 feet; thence South 82°42'33" East 28.93 feet; thence South 7°17'27" West 25.00 feet; thence North 82°42'33" West 28.93 feet; thence South 7°17'27" West 72.14 feet; thence South 82°42'13" East 14.96 feet; thence South 7°17'27" West 20.00 feet; thence North 82°42'33" West 14.96 feet; thence South 7°17'27" West 38.72 feet; thence South 60°56'42" East 22.77 feet; thence South 29°03'18" West 25.00 feet; thence North 60°56'42" West 20.45 feet; thence South 29°03'18" West 60.12 feet; thence South 60°56'42" East 23.54 feet; thence South 29°03'18" West 25.00 feet; thence North 60°56'42" West 23.54 feet; thence South 29°03'18" West 79.64 feet; thence South 60°56'42" East 25.57 feet; thence South 29°03'18" West 40.00 feet; thence North 60°56'42" West 18.60 feet; thence 89°22'50" West 102.64 feet; thence South 0°37'10" West 14.00 feet; thence North 89°22'50" West 25.00 feet; thence North 0°37'10" East 14.00 feet; thence North 89°22'50" West 199.39 feet; thence South 0°37'10" West 14.50 feet; thence North 89°22'50" West 20.00 feet; thence North 0°37'10" East 14.50 feet; thence North 89°23'09" West 109.46 feet; thence South 0°36'51" West 5.00 feet; thence North 89°23'09" West 20.00 feet; thence North 0°36'51" East 5.00 feet; thence North 89°23'09" West 185.60 feet; thence South 0°37'12" West 25.97 feet; thence North 89°22'50" West 20.00 feet; thence North 0°37'10" East 26.00 feet; thence North 89°22'50" West 16.88 feet; thence South 0°18'27" East 212.19 feet to said Northerly line of 2400 North Street; thence South 89°41'33" West 20.00 feet along said Northerly line of 2400 North Street to the point of beginning.

Less and Excepting:

Beginning at a point located 1180.62 feet North 89°41'33" East along the Quarter Section line; and 274.19 feet North 0°18'27" West from a Brass Cap Monument found marking the Center of said Section 9; and running thence North 7°07'11" East 273.22 feet; thence South 82°52'49" East 30.64 feet; thence North 7°07'11" East 38.00 feet; thence North 82°52'49" West 30.64 feet; thence North 7°07'11" East 117.92 feet; thence North 31°07'51" East 255.06 feet; thence North 7°15'52" East 24.98 feet; thence South 82°44'08" East 19.86 feet; thence North 7°15'52" East 45.00 feet; thence North 82°44'08" West 19.86 feet; thence North 7°15'52" East 115.80 feet; thence South 82°44'08" East 17.50 feet; thence North 7°15'52" East 25.00 feet; thence North 82°44'08" West 17.50 feet; thence North 7°15'52" East 72.53 feet; thence South 82°44'08" East 17.50 feet; thence North 7°15'52" East 25.00 feet; thence North 82°44'08" West 17.50 feet; thence North 7°15'52" East 155.43 feet; thence South 83°14'12" East 45.00 feet; thence East 53.30 feet; South 5.00 feet; thence East 20.00 feet; thence North 5.00 feet; thence East 127.09 feet; thence South 7°45'26" West 18.33 feet; thence South 37°14'34" East 37.42 feet; thence North 82°44'34" West 6.71 feet; thence South 7°15'26" West 20.00 feet; thence South 82°44'34" East 9.19 feet; thence South 7°15'26" West 300.92 feet; thence North 82°44'34" West 8.72 feet; thence South 7°15'26" West 20.00 feet; thence South 82°44'34" East 8.72 feet; thence South 7°15'26" West 169.58 feet; thence North 82°44'08" West 3.13 feet; thence South 7°08'30" West 24.94 feet; thence North 82°51'30" West 5.00 feet; thence South 7°08'30" West 20.00 feet; thence South 82°51'30" East 5.00 feet; thence South 7°08'30" West 297.67 feet; thence North 82°51'30" West 23.98 feet; South 7°08'30" West 20.00 feet; thence South 82°51'30" East 23.98 feet; thence South 5°02'13" West 189.68 feet; thence North 89°22'50" West 382.11 feet to the point of beginning.

Also Less and Excepting:

Beginning at a point located 1582.74 feet North 89°41'33" East along the Quarter Section line; and 267.68 feet North 0°18'27" West from a Brass Cap Monument found marking the Center of said Section 9; and running thence North 5°08'30" East 197.69 feet; thence North 7°08'30" East 332.28 feet; thence South 82°44'08" East 3.09 feet; thence North 7°15'26" East 536.16 feet; thence North 37°14'34" West 40.85 feet; thence North 7°45'26" East 12.77 feet; thence East 186.78 feet; thence South 15.00 feet; thence East 45.00 feet; thence North 15.00 feet; thence East 78.15 feet; thence South 10.00 feet; thence East 20.00 feet; thence North 10.00 feet; thence East 62.43 feet; thence South 7°31'10" West 480.40 feet; thence South 7°17'27" West 448.27 feet; thence South 29°03'18" West 211.99 feet; thence North 89°22'50" West 89.79 feet; thence North 0°37'10" East 36.00 feet; thence North 89°22'50" West 20.00 feet; thence South 0°37'10" West 36.00 feet; thence North 89°22'50" West 166.71 feet to the point of beginning.

Gross Contains 875,408 sq. ft.
Less and Excepting 352,358 sq. ft.
Also Less and Excepting 392,334 sq. ft.
Net Contains 130,716 sq. ft.

EXHIBIT 'B'

EXHIBIT 'B'

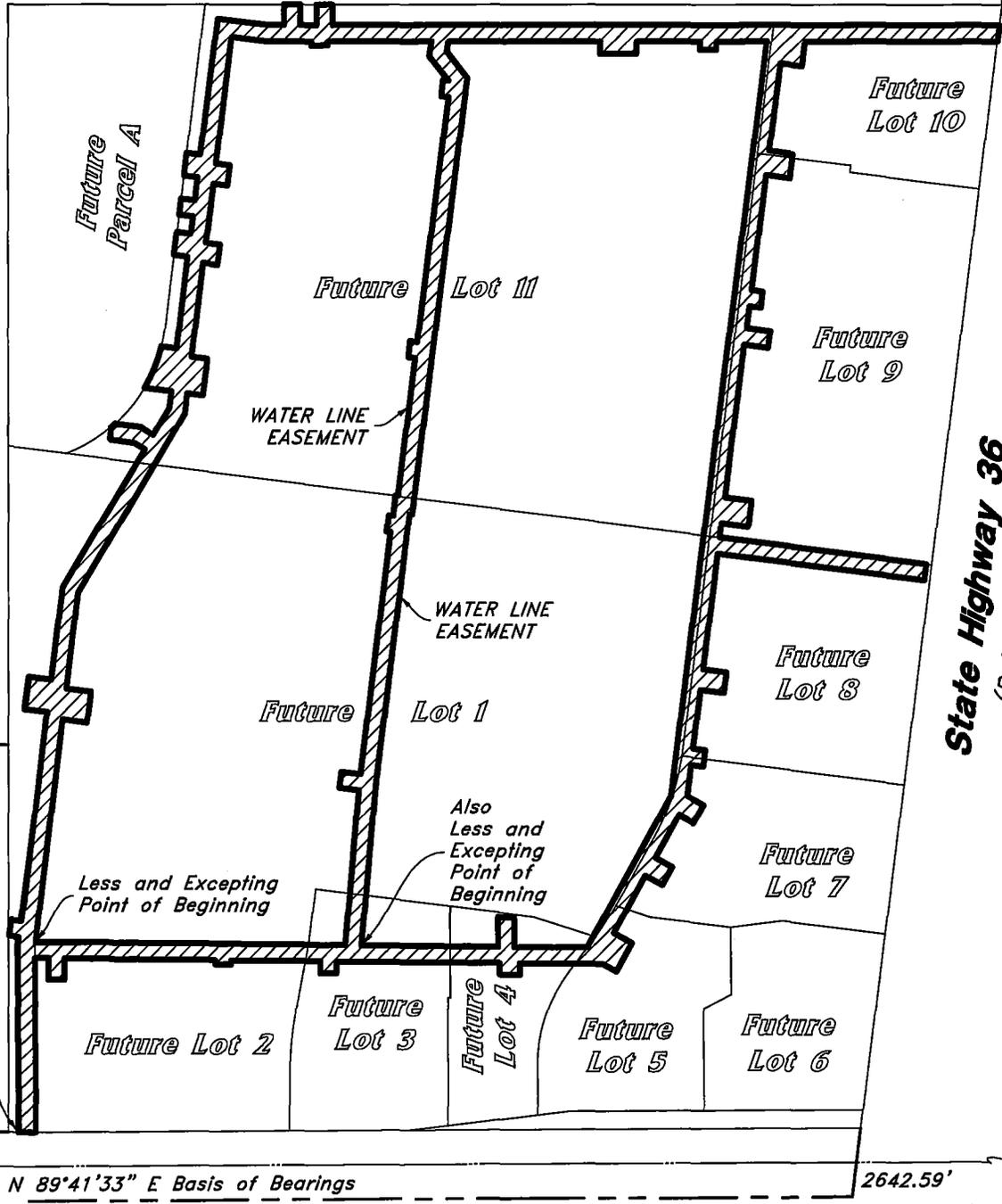
Poulton Investment Co.
02-143-0-0119

Poulton Investment Co.
02-143-0-0119

L.H. Perry
02-143-0-0118

State Highway 36
(Public Street)

East Quarter Corner Section 9,
T3S, R4W, SLB&M, U.S. Survey
(Found Brass Cap Monument)



Center of Section 9,
T3S, R4W, SLB&M, U.S. Survey
(Found Brass Cap Monument)

2400 North Street
(Public Street)

Scale: 1" = 200'



2010 North Redwood Road, Salt Lake City, Utah 84116
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Water Line Easment

Smith's Tooele
2400 North, Highway 36
Tooele, Utah

Sheet No.

1

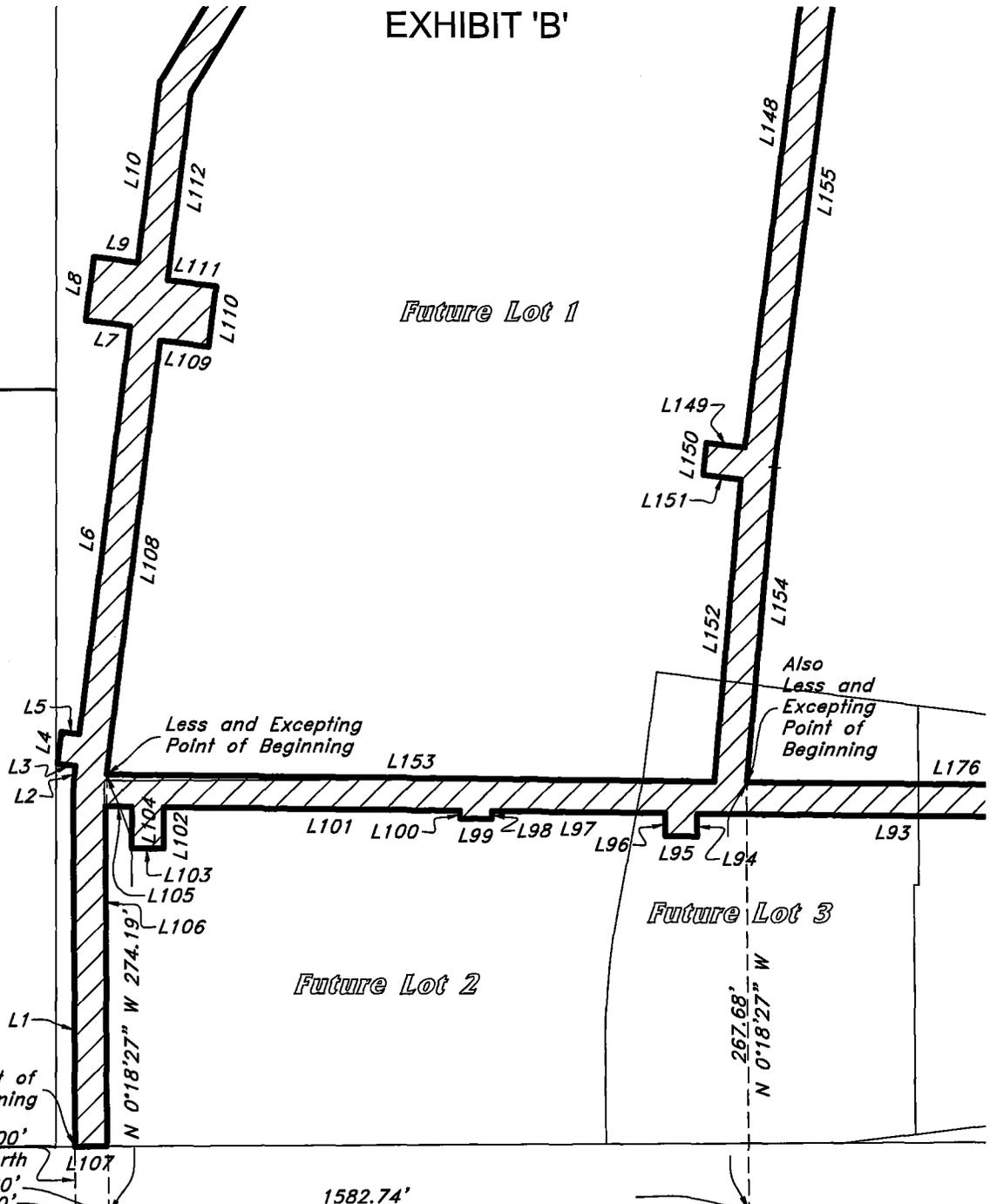
Designed By: TW
Drafted By: TC, LC
Client Name: Smith's
SMC290 WL EX
16 Oct 2024

See Sheet 3

EXHIBIT 'B'

Poulton Investment Co.
02-143-0-0119

L.H. Perry
02-143-0-0118



See Sheet 5

Point of Beginning
42.00'
North

1180.60'
1159.60'

1582.74'

N 89°41'33" E Basis of Bearings

Center of Section 9,
T3S, R4W, SLB&M, U.S. Survey
(Found Brass Cap Monument)

2400 North Street
(Public Street)

Scale: 1" = 100'



2010 North Redwood Road, Salt Lake City, Utah 84116
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Water Line Easment

Smith's Tooole

2400 North, Highway 36
Tooole, Utah

Sheet No.

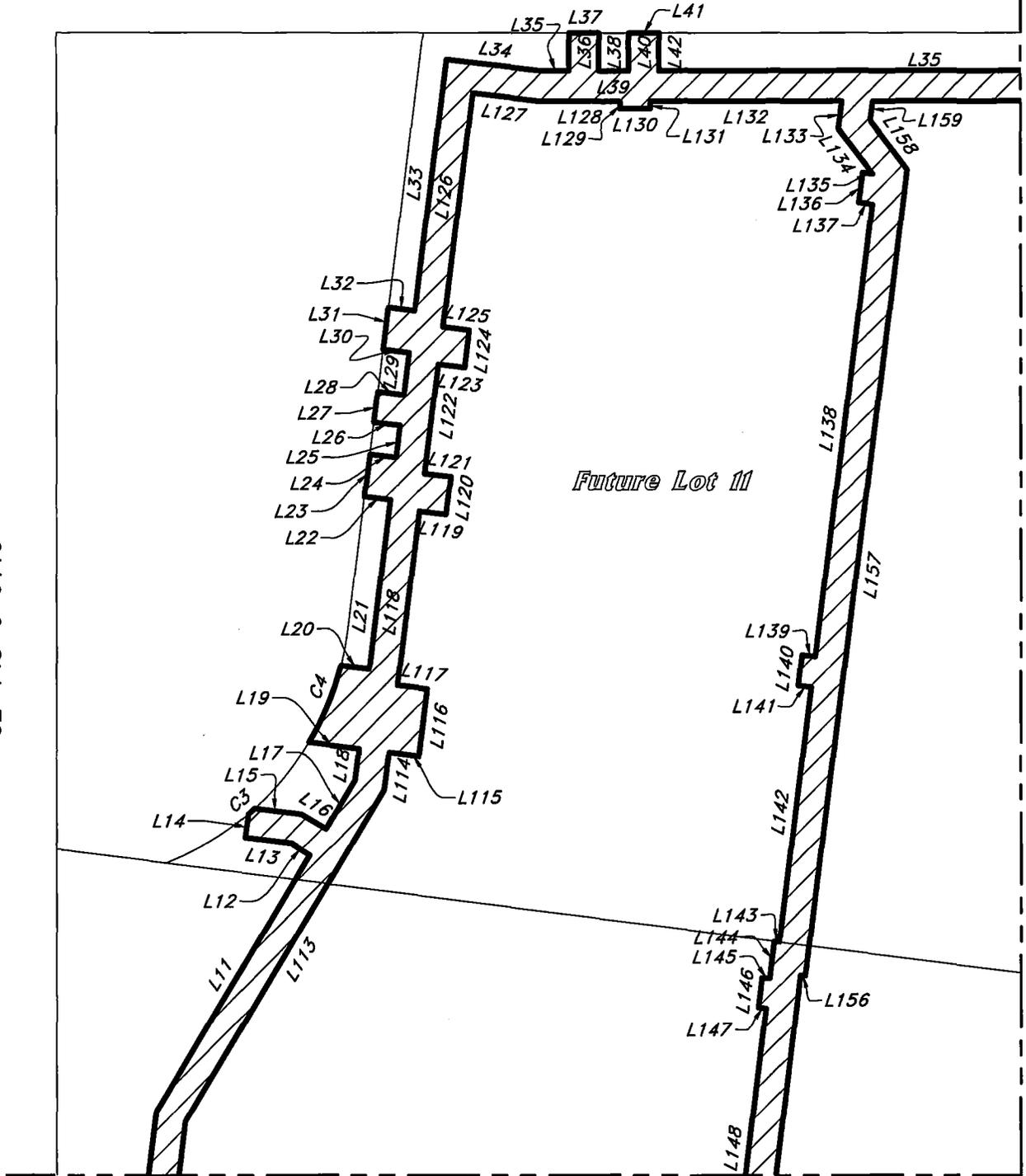
2

Designed By: TW
Drafted By: TC, LC
Client Name:
Smith's
SMC290 WL EX
16 Oct 2024

Poulton Investment Co.
02-143-0-0119

EXHIBIT 'B'

Poulton Investment Co.
02-143-0-0119



See Sheet 4

See Sheet 2



Scale: 1" = 100'



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Water Line Easment

Smith's Tooele

2400 North, Highway 36
Tooele, Utah

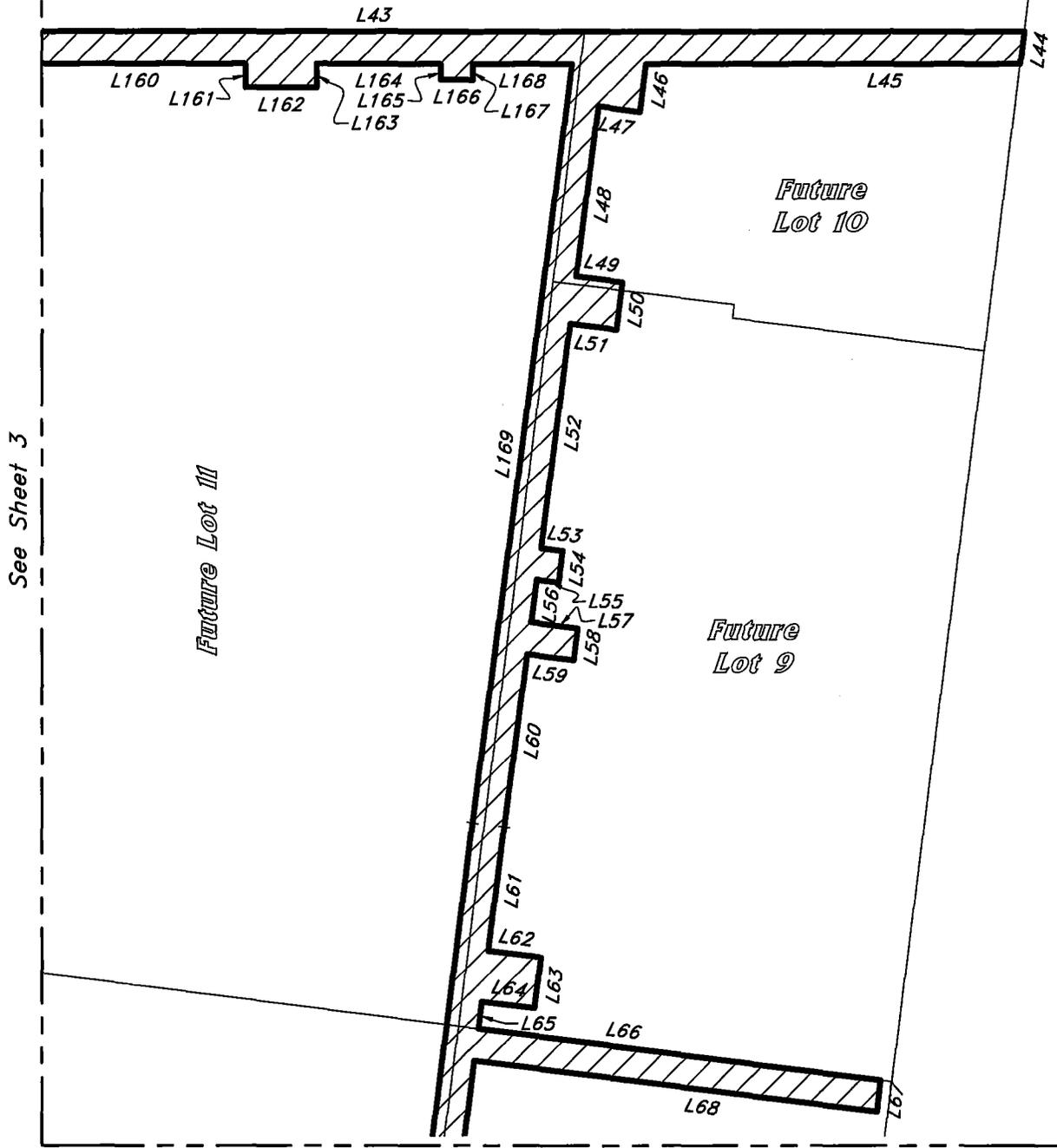
Sheet No.

3

Designed By: TW
Drafted By: TC, LC
Client Name:
Smith's
SMC290 WL EX
16 Oct 2024

EXHIBIT 'B'

Poulton Investment Co.
02-143-0-0119



See Sheet 3

Future Lot 11

Future Lot 10

Future Lot 9

See Sheet 5



Scale: 1" = 100'



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Water Line Easment

Smith's Tooele

2400 North, Highway 36
Tooele, Utah

Sheet No.

4

Designed By: TW

Drafted By: TC, LC

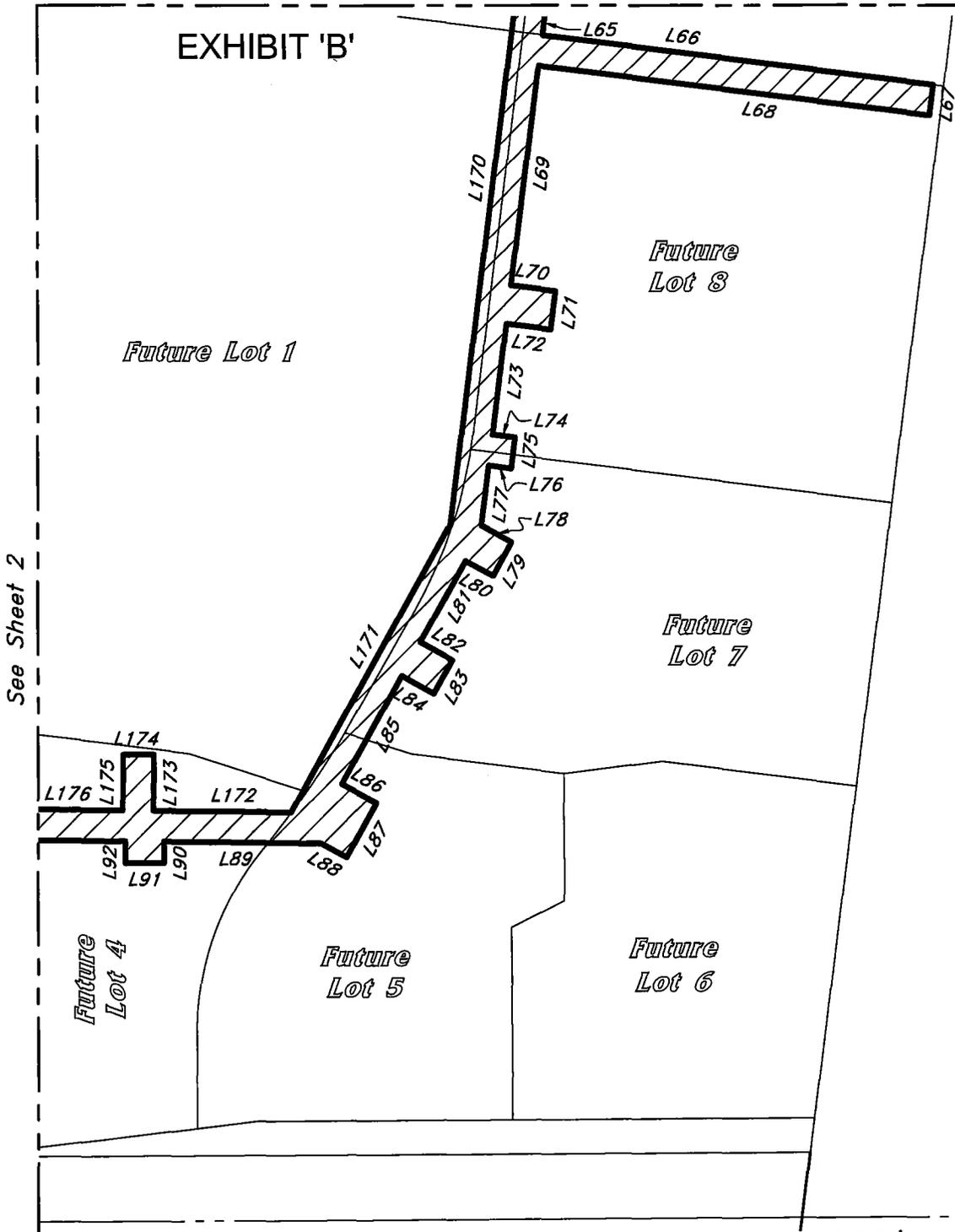
Client Name:
Smith's

SMC290 WL EX

16 Oct 2024

See Sheet 4

EXHIBIT 'B'



East Quarter Corner Section 9,
T3S, R4W, SLB&M, U.S. Survey
(Found Brass Cap Monument)

2400 North Street
(Public Street)

2642.59'

Scale: 1" = 100'



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Water Line Easment

Smith's Tooele

2400 North, Highway 36
Tooele, Utah

Sheet No.

5

Designed By: TW
Drafted By: TC, LC
Client Name:
Smith's
SMC290 WL EX
16 Oct 2024

Line Table		
Line #	Bearing	Length
L1	N00°18'27"W	227.40'
L2	N07°07'11"E	10.44'
L3	S82°52'49"E	11.37'
L4	N07°07'11"E	20.00'
L5	S82°52'49"E	11.37'
L6	N07°07'11"E	256.83'
L7	N82°52'49"W	27.93'
L8	N07°07'11"E	40.00'
L9	S82°52'49"E	27.93'
L10	N07°07'11"E	113.56'
L11	N31°07'51"E	197.15'
L12	N58°52'09"W	14.58'
L13	N82°44'08"W	30.89'
L14	N07°15'52"E	15.60'
L15	S82°44'08"E	31.18'
L16	S58°52'09"E	18.81'
L17	S31°07'51"W	37.94'
L18	N07°15'52"E	20.75'
L19	N82°44'08"W	33.50'
L20	S82°44'08"E	18.89'
L21	N07°15'52"E	112.77'
L22	N82°44'08"W	17.44'
L23	N07°15'52"E	28.00'
L24	S82°44'08"E	17.44'
L25	N07°15'52"E	21.31'
L26	N82°44'08"W	17.44'
L27	N07°15'52"E	20.00'
L28	S82°44'08"E	17.44'
L29	N07°15'52"E	28.23'
L30	N82°44'08"W	17.44'

Line Table		
Line #	Bearing	Length
L31	N07°15'52"E	28.00'
L32	S82°44'08"E	17.44'
L33	N07°15'52"E	167.27'
L34	S83°14'12"E	63.65'
L35	East	18.17'
L36	North	25.00'
L37	East	20.00'
L38	South	25.00'
L39	East	19.87'
L40	North	25.00'
L41	East	20.00'
L42	South	25.00'
L43	East	818.83'
L44	S07°15'39"W	20.16'
L45	West	235.86'
L46	S07°31'10"W	30.32'
L47	N82°28'50"W	26.30'
L48	S07°31'10"W	107.65'
L49	S82°28'50"E	29.35'
L50	S07°15'52"W	30.00'
L51	N82°28'50"W	29.49'
L52	S07°31'10"W	141.66'
L53	N82°28'50"W	14.00'
L54	S07°31'10"W	20.00'
L55	N82°28'50"W	14.00'
L56	S07°31'10"W	27.06'
L57	S82°28'50"E	29.85'
L58	S07°31'10"W	20.05'
L59	N82°28'50"W	29.85'
L60	S07°31'10"W	109.75'

EXHIBIT 'B'



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAeng@nooring.net

Water Line Easment

Smith's Tooele

2400 North, Highway 36
Tooele, Utah

Sheet No.

6

Designed By: TW
Drafted By: TC, LC
Client Name:
Smith's
SMC290 WL EX
16 Oct 2024

Line Table		
Line #	Bearing	Length
L61	S07°17'27"W	78.04'
L62	S82°42'33"E	33.18'
L63	S07°17'27"W	32.00'
L64	N82°42'33"W	33.18'
L65	S07°17'27"W	17.19'
L66	S82°44'08"E	255.59'
L67	S07°15'52"W	20.00'
L68	N82°44'08"W	255.60'
L69	S07°17'27"W	142.75'
L70	S82°42'33"E	28.93'
L71	S07°17'27"W	25.00'
L72	N82°42'33"W	28.93'
L73	S07°17'27"W	72.14'
L74	S82°42'13"E	14.96'
L75	S07°17'27"W	20.00'
L76	N82°42'33"W	14.96'
L77	S07°17'27"W	38.72'
L78	S60°56'42"E	22.77'
L79	S29°03'18"W	25.00'
L80	N60°56'42"W	20.45'
L81	S29°03'18"W	60.12'
L82	S60°56'42"E	23.54'
L83	S29°03'18"W	25.00'
L84	N60°56'42"W	23.54'
L85	S29°03'18"W	79.64'
L86	S60°56'42"E	25.57'
L87	S29°03'18"W	40.00'
L88	N60°56'42"W	18.60'
L89	N89°22'50"W	102.64'
L90	N00°37'10"E	14.00'

Line Table		
Line #	Bearing	Length
L91	N89°22'50"W	25.00'
L92	N00°37'10"E	14.00'
L93	N89°22'50"W	199.39'
L94	S00°37'10"W	14.50'
L95	N89°22'50"W	20.00'
L96	N00°37'10"E	14.50'
L97	N89°23'09"W	109.46'
L98	N00°36'51"E	5.00'
L99	N89°23'09"W	20.00'
L100	N00°36'51"E	5.00'
L101	N89°23'09"W	185.60'
L102	S00°37'12"W	25.97'
L103	N89°22'50"W	20.00'
L104	N00°37'10"E	26.00'
L105	N89°22'50"W	16.88'
L106	S00°18'27"E	212.19'
L107	S89°41'33"W	20.00'
L108	N07°07'11"E	273.22'
L109	S82°52'49"E	30.64'
L110	N07°07'11"E	38.00'
L111	N82°52'49"W	30.64'
L112	N07°07'11"E	117.92'
L113	N31°07'51"E	255.06'
L114	N07°15'52"E	24.98'
L115	S82°44'08"E	19.86'
L116	N07°15'52"E	45.00'
L117	N82°44'08"W	19.86'
L118	N07°15'52"E	115.80'
L119	S82°44'08"E	17.50'
L120	N07°15'52"E	25.00'

EXHIBIT 'B'

 <p>2010 North Redwood Road, Salt Lake City, Utah 84116 (801) 521-8529 - AWAengineering.net</p>	<p>Water Line Easment</p>	<p>Sheet No.</p> <p>7</p>	<p>Designed By: TW</p>
	<p>Smith's Tooele</p> <p>2400 North, Highway 36 Tooele, Utah</p>		<p>Drafted By: TC, LC</p> <p>Client Name: Smith's</p> <p>SMC290 WL EX</p> <p>16 Oct 2024</p>

Line Table		
Line #	Bearing	Length
L121	N82°44'08"W	17.50'
L122	N07°15'52"E	72.53'
L123	S82°44'08"E	17.50'
L124	N07°15'52"E	25.00'
L125	N82°44'08"W	17.50'
L126	N07°15'52"E	155.43'
L127	S83°14'12"E	45.00'
L128	East	53.30'
L129	South	5.00'
L130	East	20.00'
L131	North	5.00'
L132	East	127.09'
L133	S07°45'26"W	18.33'
L134	S37°14'34"E	37.42'
L135	N82°44'34"W	6.71'
L136	S07°15'26"W	20.00'
L137	S82°44'34"E	9.19'
L138	S07°15'26"W	300.92'
L139	N82°44'34"W	8.72'
L140	S07°15'26"W	20.00'
L141	S82°44'34"E	8.72'
L142	S07°15'26"W	169.58'
L143	N82°44'08"W	3.13'
L144	S07°08'30"W	24.94'
L145	N82°51'30"W	5.00'
L146	S07°08'30"W	20.00'
L147	S82°51'30"E	5.00'
L148	S07°08'30"W	297.67'
L149	N82°51'30"W	23.98'
L150	S07°08'30"W	20.00'

Line Table		
Line #	Bearing	Length
L151	S82°51'30"E	23.98'
L152	S05°02'13"W	189.68'
L153	N89°22'50"W	382.11'
L154	N05°08'30"E	197.69'
L155	N07°08'30"E	332.28'
L156	S82°44'08"E	3.09'
L157	N07°15'26"E	536.16'
L158	N37°14'34"W	40.85'
L159	N07°45'26"E	12.77'
L160	East	186.78'
L161	South	15.00'
L162	East	45.00'
L163	North	15.00'
L164	East	78.15'
L165	South	10.00'
L166	East	20.00'
L167	North	10.00'
L168	East	62.43'
L169	S07°31'10"W	480.40'
L170	S07°17'27"W	448.27'
L171	S29°03'18"W	211.99'
L172	N89°22'50"W	89.79'
L173	N00°37'10"E	36.00'
L174	N89°22'50"W	20.00'
L175	N00°37'10"E	36.00'
L176	N89°22'50"W	166.71'

EXHIBIT 'B'

Curve Table					
Curve #	Delta	Radius	Length	Chord	Chord Length
C3	1°46'47"	190.00'	5.90'	N49°00'37"E	5.90'
C4	16°38'38"	190.00'	55.19'	N22°40'17"E	55.00'



Water Line Easment

Smith's Tooele

2400 North, Highway 36
Tooele, Utah

Sheet No.

8

Designed By: TW
Drafted By: TC, LC
Client Name:
Smith's
SMC290 WL EX
16 Oct 2024

Exhibit C

Proposed New Easement
(to replace Exhibit A)

AFTER RECORDATION
MAIL TO:
TOOELE CITY
90 NORTH MAIN STREET
TOOELE CITY, UT 84074

GRANT OF RIGHT-OF-WAY EASEMENT TO TOOELE CITY

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Property Owner **L.H. PERRY INVESTMENTS, L.L.C.**, a Utah limited liability company; **AMERICA FIRST FEDERAL CREDIT UNION**, a federally chartered credit union; and **SMITH'S FOOD & DRUG CENTERS, INC.**, an Ohio corporation, as GRANTOR(S) hereby grant to TOOELE CITY, a municipal corporation situated in Tooele County, the State of Utah, as CITY, a permanent easement and right-of-way for the purpose of accessing, constructing, operating, and maintaining water facilities in the easement granted herein. Said easement is described as follows:

**(See Attached Exhibit 'A' for Legal Description &
Exhibit 'B' for Location Map)**

GRANTOR hereby grants to CITY a perpetual right of ingress and egress to and from and along said right-of-way with the right to operate, maintain, repair, replace, augment and/or remove the public facilities as deemed necessary; also the right to trim, clear or remove, at any time from said right-of-way any tree, brush, structure or obstruction of any character whatsoever, which in the sole judgment of CITY may endanger the safety of or interfere with the operation of CITY's facilities. The Grantor and its successors in interest hereby forever relinquish the right to construct any improvement, structure, change in topography, or landscaping which would interfere with the operation, replacement or repair of the water facilities constructed and maintained under the provisions of this easement, without the express written consent in advance of the CITY. Any improvements erected within this easement without written consent will be removed at the current lot owner's expense.

GRANTOR agrees on its own behalf, and on behalf of its successors in interest, that it will indemnify and hold harmless CITY for any damages to the property which result from maintenance and repair operations by CITY of its facilities within the easement. CITY will make reasonable efforts to restore the ground surface of the property within the easement to a safe condition following any maintenance or repair operations, but final surface hardscape or landscape restoration will be the responsibility of the GRANTOR.

GRANTOR may use said land as a driveway and parking, and to the extent of such use, may surface or pave the area, subject to the restrictions as to changes in existing topography set forth above.

CITY shall have the right to transfer and assign all or a portion of this easement to its successor in interest, or to any other political subdivision or public utility for use of the above stated purpose.

CITY shall be responsible for any accidents or damages occurring on or to the property during the term of this easement caused by negligent acts or conduct of CITY, or by the negligent acts or conduct of CITY's employees, servants or agents.

All work and other activities performed by CITY pursuant to this easement shall be performed in a good and workmanlike, and lien-free manner in compliance with all applicable laws, codes and regulations, and once commenced, shall be diligently pursued to completion. CITY shall not allow any liens to be placed on the property as a result of CITY's work.

CITY shall only use the easement area or any of the adjoining land of GRANTOR's property for the parking of vehicles or equipment on a temporary basis and as reasonably necessary to exercise CITY's rights hereunder, and no overnight parking whatsoever.

CITY shall use commercially reasonable efforts to minimize the disturbance of GRANTOR's business operations on GRANTOR's property, and shall not cause or permit any unattended parking of equipment on the paved surfaces of GRANTOR's property that are outside of easement area. Where reasonably practicable CITY will make efforts to keep GRANTOR's ingress and egress points to public rights-of-way, and drive lanes and drive aisles within the shopping center shall remain open and unobstructed during normal business hours.

To the extent practicable, CITY shall patch or restore any asphalt, curb and gutter, or sidewalks on the property that is removed or disturbed by CITY as a result of CITY's maintenance or repairs of its facilities within the easement area. City shall only be required to repair those areas that are removed or disturbed by CITY.

GRANTOR:

L.H. PERRY INVESTMENTS, L.L.C.

A Utah limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

On this ___ day _____, 2026, before me, the undersigned Notary Public in and for said State, personally appeared _____ (name), known or identified to me to be the _____ (president/vice-president/secretary/assistant secretary) of the corporation, that executed the instrument or the person who executed the instrument on behalf of _____ (entity name), and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____ (state)

GRANTOR:

AMERICA FIRST FEDERAL CREDIT UNION,
a federally chartered credit union

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

On this ___ day _____, 2026, before me, the undersigned Notary Public in and for said State, personally appeared _____ (name), known or identified to me to be the _____ (president/vice-president/secretary/assistant secretary) of the corporation, that executed the instrument or the person who executed the instrument on behalf of _____ (entity name), and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____ (state)

EXHIBIT 'A'

**The Peak at Compass Point Subdivision
Water Line Easement Revised**

October 22, 2025

An easement for water line facilities, being a part of The Peak at Compass Point Subdivision recorded as Entry No. 610734 in the Official Records of Tooele County, located within the Northeast Quarter of Section 9, Township 3 South, Range 4 West, Salt Lake Base, and Meridian, U.S. Survey, in Tooele City, Tooele County, Utah:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point on the Northerly line of 2400 North Street as it exists at 42.00 foot half-width, located 1169.83 feet North 89°41'33" East along the Quarter Section line; and 42.00 feet North 0°18'27" West from a Brass Cap Monument found marking the Center of said Section 9; and running thence North 0°18'27" West 222.36 feet to a point hereinafter referenced as Point 'A'; thence continuing North 0°18'27" West 12.13 feet; thence North 7°07'11" East 12.12 feet to a point hereinafter referenced as Point 'B'; thence continuing North 7°07'11" East 285.98 feet to a point hereinafter referenced as Point 'C'; thence continuing North 7°07'11" East 3.05 feet to a point hereinafter referenced as Point 'D'; thence continuing North 7°07'11" East 211.86 feet; thence North 41°15'32" East 129.31 feet to a point hereinafter referenced as Point 'E'; thence continuing North 41°15'32" East 57.44 feet; thence North 7°15'52" East 41.17 feet to a point hereinafter referenced as Point 'F'; thence continuing North 7°15'52" East 3.48 feet to a point hereinafter referenced as Point 'G'; thence continuing North 7°15'52" East 147.32 feet to a point hereinafter referenced as Point 'H'; thence continuing North 7°15'52" East 6.49 feet to a point hereinafter referenced as Point 'I'; thence continuing North 7°15'52" East 45.31 feet to a point hereinafter referenced as Point 'J'; thence continuing North 7°15'52" East 45.73 feet to a point hereinafter referenced as Point 'K'; thence continuing North 7°15'52" East 6.49 feet to a point hereinafter referenced as Point 'L'; thence continuing North 7°15'52" East 145.94 feet; thence North 76°56'53" East 83.30 feet; thence East 4.77 feet to a point hereinafter referenced as Point 'M'; thence continuing East 33.91 feet to a point hereinafter referenced as Point 'N'; thence continuing East 5.98 feet to a point hereinafter referenced as Point 'O'; thence continuing East 142.61 feet to a point hereinafter referenced as Point 'P'; thence continuing East 217.96 feet to a point hereinafter referenced as Point 'Q'; thence continuing East 110.65 feet to a point hereinafter referenced as Point 'R'; thence continuing East 83.89 feet to a point hereinafter referenced as Point 'S'; thence South 7°31'10" West 20.79 feet to a point hereinafter referenced as Point 'T'; thence continuing South 7°31'10" West 120.78 feet to a point hereinafter referenced as Point 'U'; thence continuing South 7°31'10" West 79.43 feet to a point hereinafter referenced as Point 'V'; thence continuing South 7°31'10" West 124.26 feet to a point hereinafter referenced as Point 'W'; thence continuing South 7°31'10" West 146.54 feet; thence South 7°17'27" West 94.39 feet to a point hereinafter referenced as Point 'X'; thence continuing South 7°17'27" West 43.20 feet to a point hereinafter referenced as Point 'Y'; thence continuing South 7°17'27" West 167.75 feet to a point hereinafter referenced as Point 'Z'; thence continuing South 7°17'27" West 99.57 feet to a point hereinafter referenced as Point 'AA'; thence continuing South 7°17'27" West 45.26 feet; thence South 29°03'18" West 135.11 feet to a point hereinafter referenced as Point 'AB'; thence continuing South 29°03'18" West

46.34 feet to a point hereinafter referenced as Point 'AC'; thence continuing South 29°03'18" West 38.42 feet; thence North 89°22'50" West 100.88 feet to a point hereinafter referenced as Point 'AD'; thence continuing North 89°22'50" West 6.45 feet to a point hereinafter referenced as Point 'AE'; thence continuing North 89°22'50" West 68.28 feet to a point hereinafter referenced as Point 'AF'; thence continuing North 89°22'50" West 117.67 feet to a point hereinafter referenced as Point 'AG'; thence continuing North 89°22'50" West 27.17 feet to a point hereinafter referenced as Point 'AH'; thence continuing North 89°22'50" West 132.17 feet to a point hereinafter referenced as Point 'AI'; thence continuing North 89°22'50" West 205.60 feet to a point hereinafter referenced as Point 'AJ'; thence continuing North 89°22'50" West 37.05 feet to previously referenced as Point 'A' and the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'B'; and running thence North 82°52'49" West 20.37 feet to the termination of this easement centerline.

Also:

A 30.00 foot wide easement being 15.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'C'; and running thence South 82°52'49" East 45.25 feet to the termination of this easement centerline.

Also:

A 40.00 foot wide easement being 20.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'D'; and running thence North 82°52'49" West 38.81 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'E'; and running thence North 48°44'28" West 15.13 feet; thence North 82°44'08" West 38.37 feet to the Easterly line of Parcel A of said The Peak at Compass Point Subdivision and the termination of this easement centerline.

Also:

A 45.00 foot wide easement being 22.50 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'F'; and running thence South 82°44'08" East 29.86 feet to the termination of this easement centerline.

Also:

A 53.00 foot wide easement being 26.5 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'G'; and running thence North 82°44'08" West 34.27 feet to the Easterly line of Parcel A of said The Peak at Compass Point Subdivision and the termination of this easement centerline.

Also:

A 25.00 foot wide easement being 12.50 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'H'; and running thence South 82°44'08" East 27.50 feet to the termination of this easement centerline.

Also:

A 30.00 foot wide easement being 15.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'I'; and running thence North 82°44'08" West 27.44 feet to the Easterly line of Parcel A of said The Peak at Compass Point Subdivision and the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'J'; and running thence North 82°44'08" West 27.44 feet to the Easterly line of Parcel A of said The Peak at Compass Point Subdivision and the termination of this easement centerline.

Also:

A 25.00 foot wide easement being 12.50 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'K'; and running thence South 82°44'08" East 27.50 feet to the termination of this easement centerline.

Also:

A 30.00 foot wide easement being 15.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'L'; and running thence North $82^{\circ}44'08''$ West 27.44 feet to the Easterly line of Parcel A of said The Peak at Compass Point Subdivision and the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'M'; and running thence North 35.00 feet to the Northerly line of The Peak at Compass Point Subdivision and the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'N'; and running thence South 15.00 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'O'; and running thence North 35.00 feet to the Northerly line of The Peak at Compass Point Subdivision and the termination of this easement centerline.

Also:

A 45.00 foot wide easement being 22.50 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'Q'; and running thence South 25.00 feet to the termination of this easement centerline.

Also:

A 30.00 foot wide easement being 15.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'R'; and running thence South 20.00 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'S'; and running thence East 272.42 feet to the Westerly line of Main Street (SR – 36) as it exists at a 100.00 foot half-width and the termination of this easement centerline.

Also:

A 30.00 foot wide easement being 15.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'T'; and running thence South 82°28'50" East 36.30 feet to the termination of this easement centerline.

Also:

A 30.00 foot wide easement being 15.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'U'; and running thence South 82°28'50" East 36.43 feet to the termination of this easement centerline.

Also:

A 45.00 foot wide easement being 22.50 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'V'; and running thence South 82°28'50" East 33.54 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'W'; and running thence South 82°28'50" East 24.00 feet to the termination of this easement centerline.

Also:

A 30.00 foot wide easement being 15.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'X'; and running thence South 82°42'33" East 43.18 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'Y'; and running thence South $82^{\circ}48'31''$ East 272.53 feet to said Westerly line of Main Street (SR – 36) and the termination of this easement centerline.

Also:

A 25.00 foot wide easement being 12.50 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'Z'; and running thence South $82^{\circ}42'33''$ East 38.93 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'AA'; and running thence South $82^{\circ}42'44''$ East 24.69 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'AB'; and running thence South $60^{\circ}56'42''$ East 30.97 feet to the termination of this easement centerline.

Also:

A 40.00 foot wide easement being 20.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'AC'; and running thence South $60^{\circ}56'42''$ East 33.95 feet to the termination of this easement centerline.

Also:

A 40.00 foot wide easement being 20.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'AD'; and running thence South $0^{\circ}37'10''$ West 34.60 feet to the termination of this easement centerline.

Also:

A 30.00 foot wide easement being 15.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'AE'; and running thence North 0°37'10" East 40.99 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'AF'; and running thence South 0°37'10" West 14.17 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'AH'; and running thence South 0°37'10" West 24.51 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'AI'; and running thence South 0°37'10" West 15.01 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'AJ'; and running thence South 0°37'10" West 36.00 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'P'; and running thence South 7°45'26" West 25.64 feet; thence South 37°14'34" East 40.90 feet; thence South 7°15'26" West 11.57 feet to a point hereinafter referenced as Point 'AK'; thence continuing South 7°15'26" West 321.26 feet to a point hereinafter referenced as Point 'AL'; thence South 7°17'12" West 214.65 feet to a point hereinafter referenced as Point 'AM'; thence South 7°40'30" West 317.02 feet to a point hereinafter referenced as Point 'AN'; thence South 5°08'30" West 208.73 feet to previously referenced as Point 'AG' and the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'AK'; and running thence North $82^{\circ}44'34''$ West 19.19 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'AL'; and running thence North $82^{\circ}44'34''$ West 18.72 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'AM'; and running thence North $82^{\circ}19'32''$ West 17.95 feet to the termination of this easement centerline.

Also:

A 20.00 foot wide easement being 10.00 feet each side of the following described centerline:

Beginning at a point previously referenced as Point 'AN'; and running thence North $83^{\circ}42'21''$ West 33.99 feet to the termination of this easement centerline.

Note:

The sidelines of the above described easement are to be lengthened or shortened to exactly match said Easterly line of Parcel A, said Northerly line of The Peak at Compass Point Subdivision and said Westerly line of Main Street.

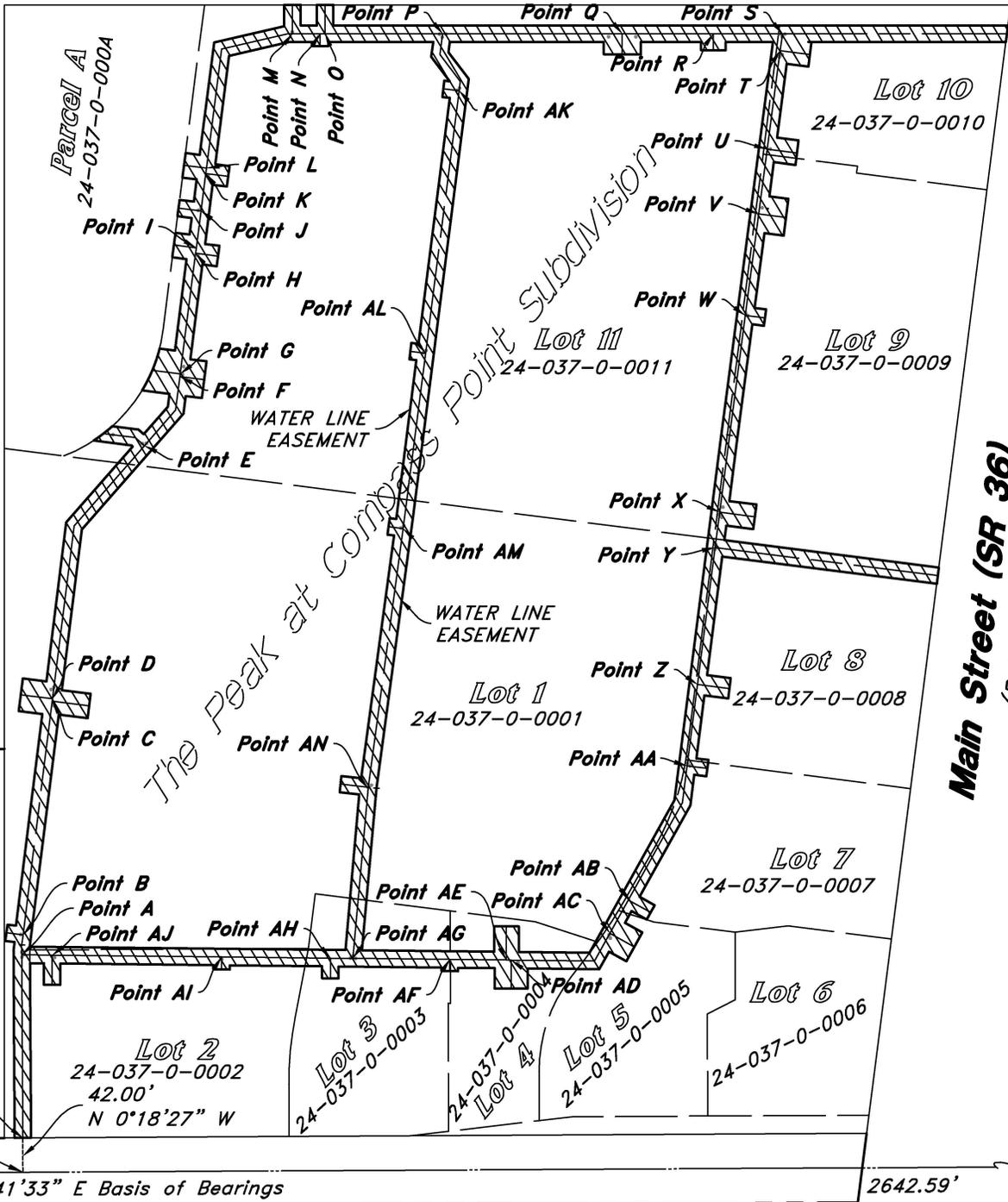
EXHIBIT 'B'

Poulton Investment Co.

02-143-0-0119

Poulton Investment Co.
02-143-0-0119

L.H. Perry
Investments, LLC
02-143-0-0120



Main Street (SR 36)
(Public Street)

East Quarter Corner Section 9,
T3S, R4W, SLB&M, U.S. Survey
(Found Brass Cap Monument)

Center of Section 9,
T3S, R4W, SLB&M, U.S. Survey
(Found Brass Cap Monument)

2400 North Street
(Public Street)

Scale: 1" = 200'



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Water Line Easement

Smith's Tooele
2400 North, Highway 36
Tooele, Utah

Sheet No.	Designed By: TW
1	Drafted By: TC, LC
	Client Name: Smith's
	SMC290 WL EX
	22 Oct, 2025

See Sheet 3

24-037-0-0001

Poulton Investment Co.
02-143-0-0119

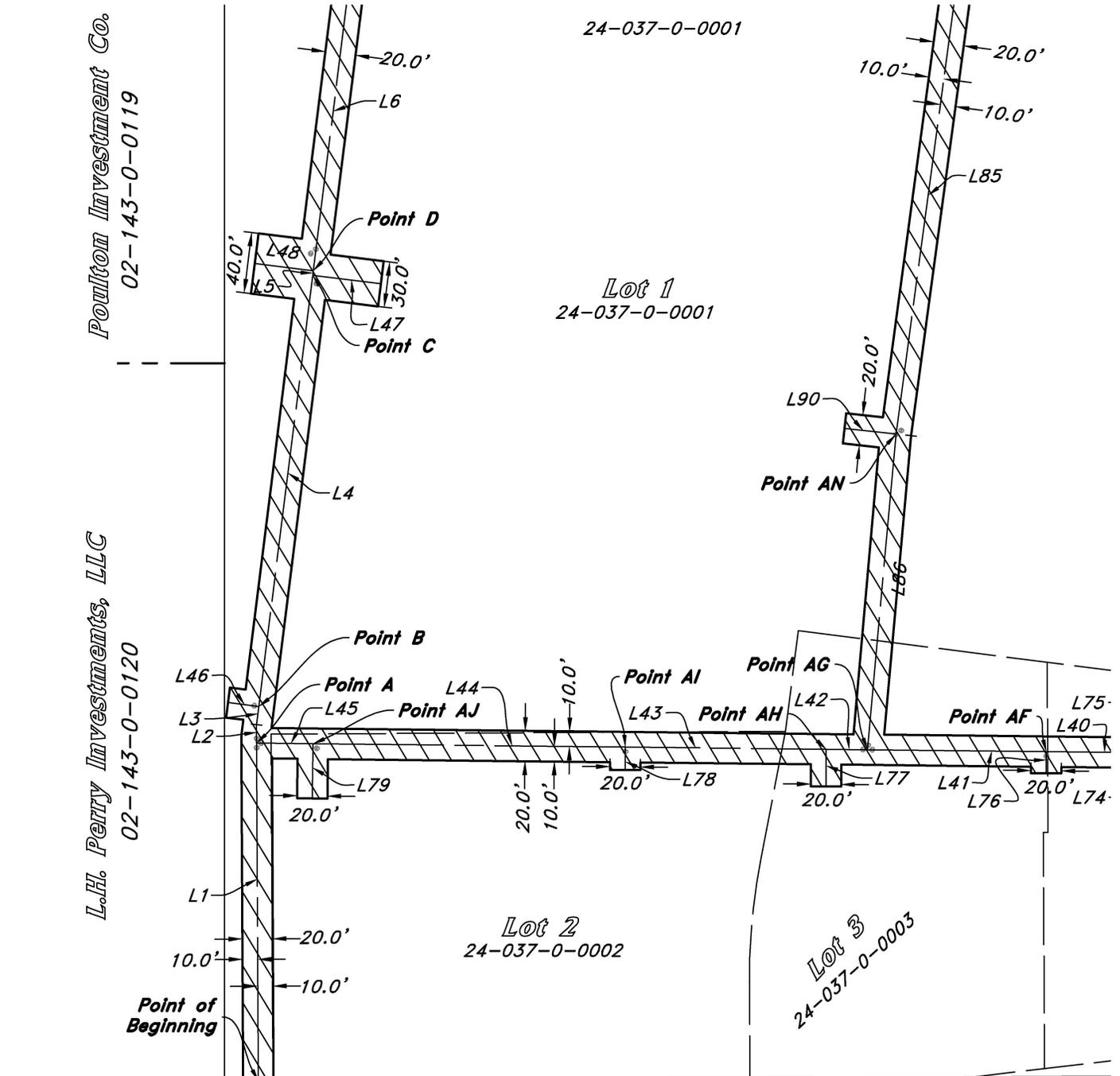
L.H. Perry Investments, LLC
02-143-0-0120

Lot 1
24-037-0-0001

Lot 2
24-037-0-0002

Lot 3
24-037-0-0003

See Sheet 5



1169.83'
N 89°41'33" E Basis of Bearings

42.00'
N 0°18'27" W

Center of Section 9,
T3S, R4W, SLB&M, U.S. Survey
(Found Brass Cap Monument)

2400 North Street
(Public Street)

Scale: 1" = 100'



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Water Line Easment

Smith's Tooele

2400 North, Highway 36
Tooele, Utah

Sheet No.

2

Designed By: TW

Drafted By: TC, LC

Client Name:
Smith's

SMC290 WL EX

22 Oct, 2025

Poulton Investment Co.

02-143-0-0119

Poulton Investment Co.
02-143-0-0119

Parcel A
24-037-0-0004

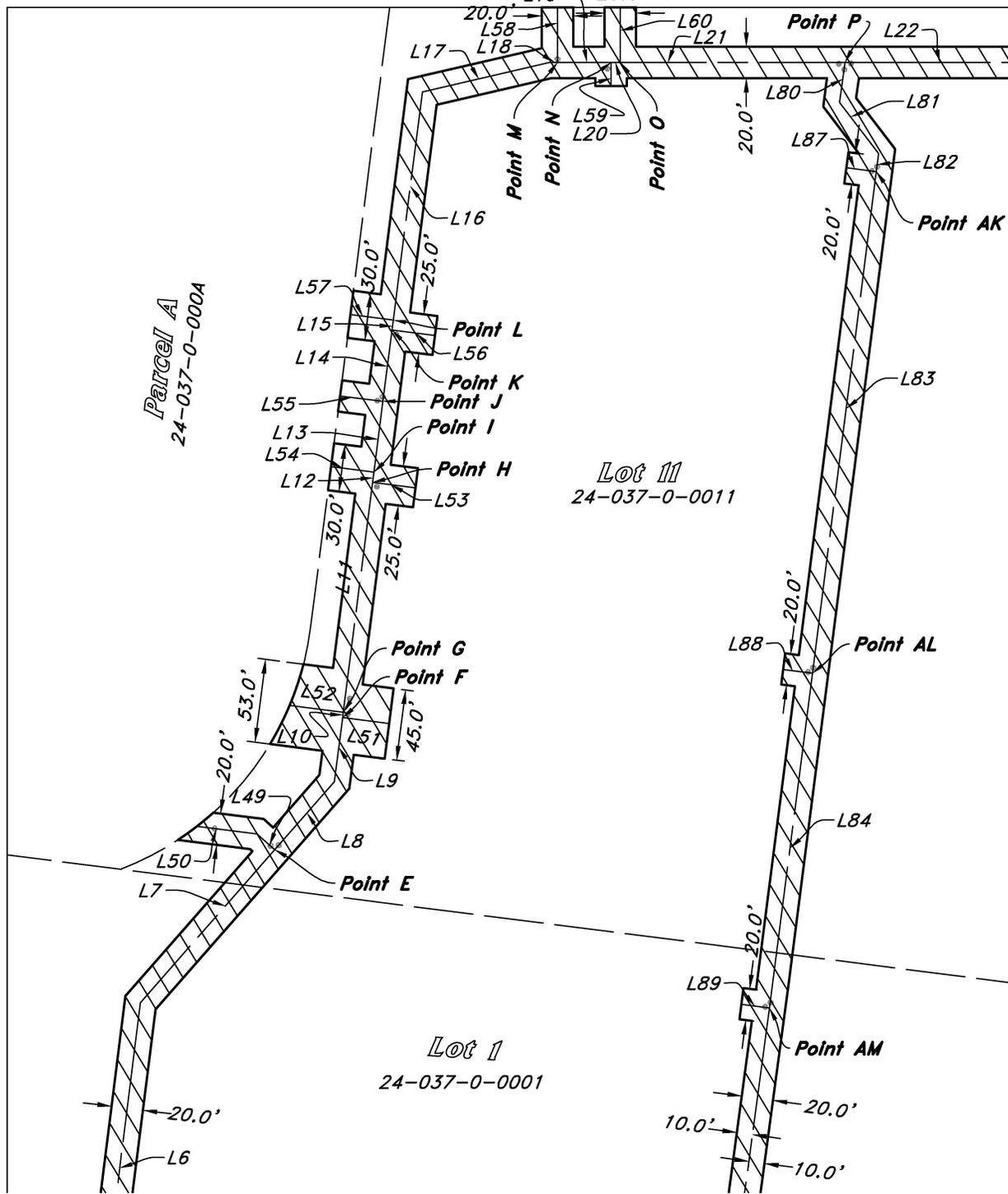
Lot 11
24-037-0-0011

Lot 1
24-037-0-0001

See Sheet 2

See Sheet 4

Scale: 1" = 100'



Water Line Easement

Smith's Tooele

2400 North, Highway 36
Tooele, Utah

Sheet No.

3

Designed By: TW

Drafted By: TC, LC

Client Name:
Smith's

SMC290 WL EX

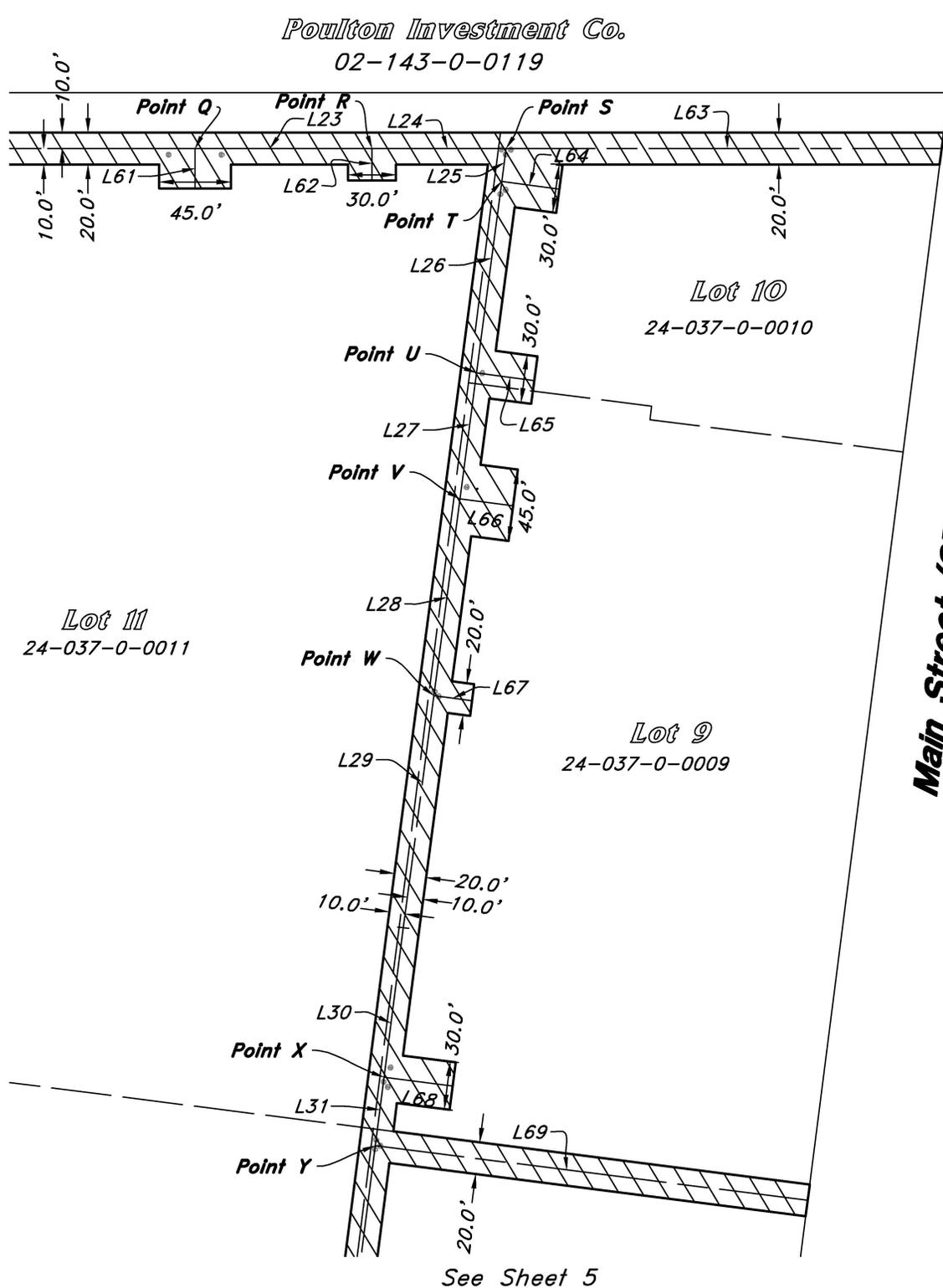
22 Oct, 2025



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Poulton Investment Co.

02-143-0-0119



See Sheet 3

See Sheet 5



Scale: 1" = 100'



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Water Line Easment

Smith's Tooele

2400 North, Highway 36
Tooele, Utah

Sheet No.

4

Designed By: TW

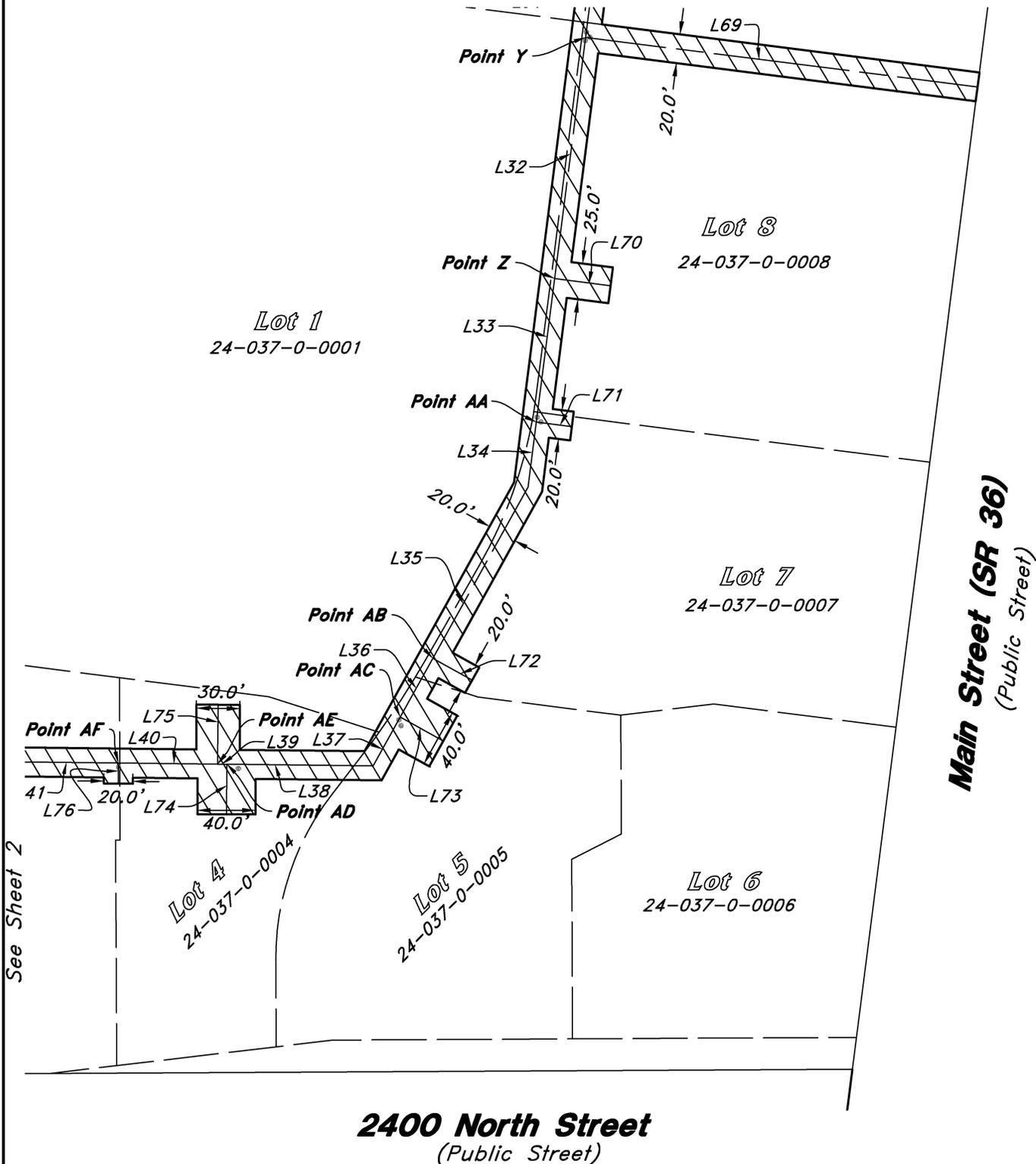
Drafted By: TC, LC

Client Name:
Smith's

SMC290 WL EX

22 Oct, 2025

See Sheet 4



See Sheet 2

Main Street (SR 36)
(Public Street)

2400 North Street
(Public Street)

Scale: 1" = 100'



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Water Line Easment

Smith's Tooele

2400 North, Highway 36
Tooele, Utah

Sheet No.

5

Designed By: TW
 Drafted By: TC, LC
 Client Name:
 Smith's
 SMC290 WL EX
22 Oct, 2025

Line Table		
Line #	Bearing	Length
L1	N 0°18'27" W	222.36'
L2	N 0°18'27" W	12.13'
L3	N 7°07'11" E	12.12'
L4	N 7°07'11" E	285.98'
L5	N 7°07'11" E	3.05'
L6	N 7°07'11" E	211.86'
L7	N 41°15'32" E	129.31'
L8	N 41°15'32" E	57.44'
L9	N 7°15'52" E	41.17'
L10	N 7°15'52" E	3.48'
L11	N 7°15'52" E	147.32'
L12	N 7°15'52" E	6.49'
L13	N 7°15'52" E	45.31'
L14	N 7°15'52" E	45.73'
L15	N 7°15'52" E	6.49'
L16	N 7°15'52" E	145.94'
L17	N 76°56'53" E	83.30'
L18	East	4.77'
L19	East	33.91'
L20	East	5.98'
L21	East	142.61'
L22	East	217.96'
L23	East	110.65'
L24	East	83.89'
L25	S 7°31'10" W	20.79'
L26	S 7°31'10" W	120.78'
L27	S 7°31'10" W	79.43'
L28	S 7°31'10" W	124.26'
L29	S 7°31'10" W	146.54'
L30	S 7°17'27" W	94.39'

Line Table		
Line #	Bearing	Length
L31	S 7°17'27" W	43.20'
L32	S 7°17'27" W	167.75'
L33	S 7°17'27" W	99.57'
L34	S 7°17'27" W	45.26'
L35	S 29°03'18" W	135.11'
L36	S 29°03'18" W	46.34'
L37	S 29°03'18" W	38.42'
L38	N 89°22'50" W	100.88'
L39	N 89°22'50" W	6.45'
L40	N 89°22'50" W	68.28'
L41	N 89°22'50" W	117.67'
L42	N 89°22'50" W	27.17'
L43	N 89°22'50" W	132.17'
L44	N 89°22'50" W	205.60'
L45	N 89°22'50" W	37.05'
L46	N 82°52'49" W	20.37'
L47	S 82°52'49" E	45.25'
L48	N 82°52'49" W	38.81'
L49	N 48°44'28" W	15.13'
L50	N 82°44'08" W	38.37'
L51	S 82°44'08" E	29.86'
L52	N 82°44'08" W	34.27'
L53	S 82°44'08" E	27.50'
L54	N 82°44'08" W	27.44'
L55	N 82°44'08" W	27.44'
L56	S 82°44'08" E	27.50'
L57	N 82°44'08" W	27.44'
L58	North	35.00'
L59	South	15.00'
L60	North	35.00'

Line Table		
Line #	Bearing	Length
L61	South	25.00'
L62	South	20.00'
L63	East	272.42'
L64	S 82°28'50" E	36.30'
L65	S 82°28'50" E	36.43'
L66	S 82°28'50" E	33.54'
L67	S 82°28'50" E	24.00'
L68	S 82°42'33" E	43.18'
L69	S 82°48'31" E	272.53'
L70	S 82°42'33" E	38.93'
L71	S 82°42'44" E	24.69'
L72	S 60°56'42" E	30.97'
L73	S 60°56'42" E	33.95'
L74	S 0°37'10" W	34.60'
L75	N 0°37'10" E	40.99'
L76	S 0°37'10" W	14.17'
L77	S 0°37'10" W	24.51'
L78	S 0°37'10" W	15.01'
L79	S 0°37'10" W	36.00'
L80	S 7°45'26" W	25.64'
L81	S 37°14'34" E	40.90'
L82	S 7°15'26" W	11.57'
L83	S 7°15'26" W	321.26'
L84	S 7°17'12" W	214.65'
L85	S 7°40'30" W	317.02'
L86	S 5°08'30" W	208.73'
L87	N 82°44'34" W	19.19'
L88	N 82°44'34" W	18.72'
L89	N 82°19'32" W	17.95'
L90	N 83°42'21" W	33.99'



Water Line Easment

Smith's Tooele

2400 North, Highway 36
Tooele, Utah

Sheet No.

6

Designed By: TW

Drafted By: TC, LC

Client Name:
Smith's

SMC290 WL EX

22 Oct, 2025

TOOELE CITY CORPORATION

ORDINANCE 2026-03

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING TOOELE CITY CODE CHAPTER 1-26, CLARIFYING APPLICATION OF FEE CHANGES TO NEW AND PENDING SUBMISSIONS, AND UPDATING REFERENCE TO UTAH CODE.

WHEREAS, Utah Code §§ 10-3-717 and 10-3-718 authorize the City Council to exercise administrative powers, such as establishing city fees and regulating the use of city property, by resolution; and,

WHEREAS, in 2011, Tooele City Council passed Ordinance 2011-16, enacting Tooele City Code ("TCC") § 1-26 regarding the establishment of, and appeal process for, Tooele City fees; and,

WHEREAS, from time to time, the City Council finds it necessary to adjust fees in order to cover the costs to the City for applications, permits, services, and other activities regulated by the City; and,

WHEREAS, in order to comply with applicable law (see for example Utah Code §§ 10-1-203 and 10-20-904), the City Council may only raise a fee after the cost to the City related to the regulated activity has already been determined to have increased; and,

WHEREAS, in most cases, an application or submission to the City is not complete until the applicable fee is paid in full; and,

WHEREAS, the City Council desires to mitigate costs to the City – and to the taxpayers – in as efficient a manner as possible; and,

WHEREAS, reference to Utah Code currently in TCC Chapter 1-26 needs to be updated because the Utah Code has been renumbered; and,

WHEREAS, the City Administration discussed an amendment to TCC Chapter 1-26 regarding the application of fee changes to new and pending submissions, and regarding the updated reference to the Utah Code; and,

WHEREAS, consistent with instruction from City Council, the City Administration has prepared a draft of a revised Chapter 1-26, incorporating the above-described amendments, attached as Exhibit A, for the Council's consideration:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that TCC Chapter 1-26 is hereby amended as shown in its entirety in Exhibit A, attached.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

Exhibit A

TCC Chapter 1-26, As Proposed

(showing highlighted additions and deletions)

CHAPTER 26. FEES

1-26-1. Fee Establishment Authority.

1-26-2. Fee Appeal Authority.

1-26-1. Fee Establishment Authority.

(1) The City Council is authorized to establish Tooele City fees by resolution, to be incorporated into a Tooele City Fee Schedule, for activities regulated by the City, for applications approved by the City, for permits issued by the City, for services delivered by the City, and otherwise as allowed by law.

(2) When the City Council enacts a change to any fee, the new fee amount shall apply to all new and pending applications and submissions for which the fee has not been paid in full, except where the fee amount is otherwise vested by law or by written agreement with the City.

(Ord. - , - - ; Ord. 2011-16, 08-17-11)

1-26-2. Fee Appeal Authority.

(1) Unless provided otherwise by a specific provision of the Utah Code or Tooele City Code, the Mayor shall be the Appeal Authority for purposes of appealing a City fee.

(2) Unless provided otherwise by a specific provision of the Utah Code or Tooele City Code, all appeals of City fees shall be filed in writing within the later of (a) 10 calendar days of payment of the fees, or (b) if an itemized fee statement has been requested pursuant to U.C.A. ~~§10-9a-510~~§10-20-904, within 10 calendar days of the City providing the itemized fee statement.

(3) The appellant has the burden of proving that the fee paid does not reflect the reasonable estimated cost of

- (A) regulating the industry
- (B) processing the application
- (C) issuing the permit, or
- (D) delivering the service.

(4) The appellant shall state in the written appeal the full legal and factual basis for the appeal.

(5) The Mayor shall evaluate the merits of the appeal and shall issue a written decision within 15 calendar days of the filing of the appeal. The Mayor's decision shall state its effective date and shall constitute the City's final decision regarding the fee.

(6) The Mayor shall provide a copy of each written decision to the City Council.

(7) The Mayor's decision is subject to District Court review as provided by U.C.A. §10-9a-801 *et. seq.*
(Ord. - , - - ; Ord. 2011-16, 08-17-11)

TOOELE CITY CORPORATION

RESOLUTION 2026-06

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE LEGISLATIVE POLICY REGARDING PUBLIC COMMENTS IN PUBLIC MEETINGS, APPLICABLE TO THE PUBLIC COMMENT PERIOD AND PUBLIC HEARINGS.

WHEREAS, Tooele City Charter Section 2-02 vests Tooele City's legislative authority with the City Council; and,

WHEREAS, the conduct of City Council meetings is governed by Charter Section 2-04, which provides that "The Council shall have the power to make and enforce such rules and regulations for the administration of the Council, the preservation of order, and the transaction of the business of the Council as may be necessary and proper"; and,

WHEREAS, Tooele City Code (TCC) Chapter 1-5 regards the Tooele City Council, and provides that "The city council shall exercise the legislative powers of the city" (Section 1-5-2); and,

WHEREAS, the conduct of City Council meetings is governed by the Utah Open and Public Meetings Act, UCA Chapter 52-4, and includes a provision stating "at the discretion of the presiding member of the public body, a topic raised by the public may be discussed during an open meeting, even if the topic raised by the public was not included in the agenda or advance public notice for the meeting" (UCA Section 52-4-202(6)(b)); and,

WHEREAS, the First Amendment to the Constitution of the United States recognizes freedom of speech: "Congress shall make no law...abridging the freedom of speech...or the right of the people...to petition the Government for a redress of grievances"; and,

WHEREAS, Article I Section 15 of the Constitution of the State of Utah recognizes freedom of speech: "No law shall be passed to abridge or restrain the freedom of speech"; and,

WHEREAS, the Supreme Court of the United States has held through many cases the existence of several distinct forums within which the freedom of speech is protected, including traditional public forum, designated public forum, and limited public forum, in the latter of which the freedom of speech but can be limited; and,

WHEREAS, the City Council has operated its public meetings as a limited public forum, in which time, place, and manner regulations are constitutionally permissible to

maintain the orderly, civil, and efficient conduct of the Council's business while still allowing public speech; and,

WHEREAS, the City Council has historically, for two decades or more, placed on the agenda of its public meetings an Open Forum or a Public Comment Period, during which the public is invited to speak to the Council; and,

WHEREAS, the City Council has historically limited Public Comment Period speakers to three minutes of speech each, and has not engaged in a substantive dialog but rather the acceptance of comments for later action, if any, by the Council or by the Mayor and Administration; and,

WHEREAS, on June 15, 2022, the City Council approved Resolution 2022-46, adopting a Public Comment Procedure of limited scope; and,

WHEREAS, on June 19, 2024, the City Council approved Resolution 2024-51, adopting a more detailed Public Comment Policy, with application also to statutorily required public hearings, in order to achieve order, civility, and efficiency in its public meetings, including to require speech to address matters within the Council's jurisdictional authority and to the topics for which a public hearing was noticed; and,

WHEREAS, the City Council desires to amend the Public Comment Policy, with particular focus on more precisely detailing the procedures and standards applicable to written comment submissions, as well as to amend generally for clarity and consistency; and,

WHEREAS, the City Council discussed amendments to the Public Comment Policy during its public work meeting of February 4, 2026; and,

WHEREAS, consistent with instruction from the City Council, the City Administration has prepared a draft Public Comment Policy incorporating the above-described amendments, attached as Exhibit A, for the Council's consideration:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Public Comment Policy attached as Exhibit A is hereby adopted.

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 _____, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

Exhibit A

Policy: Public Comment
(redline version, followed by clean version)

Policy: Public Comments

This policy is adopted to facilitate meaningful public engagement while ensuring that City Council meetings remain orderly and respectful. Beyond mandated Public Hearings, in its discretion, the City Council may in its sole discretion notice a general Public Comment Period on its meeting agendas. During all City Council meetings, the City Council Chambers shall be a Limited Public Forum, subject to this Policy. When a Public Comment Period or a Public Hearing is noticed, the time, place, and manner regulations of this Policy shall apply. The City Council's failure to strictly enforce each regulation shall not limit the Council's ability to require substantial compliance from speakers. This Policy shall apply to all Public Comment Periods and City Council meeting Public Hearings that take place during City Council meetings. The term "Chair" as used in this policy means: (1) the Council Chairperson; or, (2) a person lawfully presiding at a City Council meeting in the Council Chairperson's absence.

Verbal Comments

- Speakers will identify themselves verbally and in writing by first and last name.
- Speakers will identify their local geographical area of residence (e.g. Tooele City). The Chair may restrict comments to Tooele City residents, businesses, and other stakeholders.
- Speakers will address comments directly to the City Council (not to the Mayor, City staff, development applicants, presenters, members of the public, or others).
- Comments will be limited to 3 minutes per speaker. A timer may be displayed. After 3 minutes, the microphone may be cut off, and a timer may sound.
- For any one particular Public Comment Period or Public Hearing, the Chair may designate a total reasonable length of time for comments. If no time limitation is designated, the length of time for comments shall be limited to thirty (30) minutes per Public Comment Period and per Public Hearing, unless indicated otherwise by the Chair.
- The Public Comment Period and Public Hearings are not free-for-all open-mic opportunities. Speakers will limit their comments to topics within the City Council's jurisdictional authority. In the case of a Public Hearing, speakers will limit their comments to the topics for which the Public Hearing was noticed.
- Speakers will not engage in disrespectful, disruptive, attacking, threatening, or violent behavior.
- Speakers will not make obscene comments or gestures.
- Clapping, booing, hissing, cheering, and other similar disruptive behavior is prohibited.
- No verbal comments may be made remotely via electronic means except as a reasonable ADA accommodation, upon request. Written comments may be submitted remotely in advance of the meeting, as described in the written comment regulations below.

Written Comments.

- Speakers may submit written comments to the City Recorder or electronically to publiccomment@tooelecity.gov.
- Written comments for a Public Hearing shall be submitted delivered no later than 5:00 PM the day prior to the Public Hearing meeting, and must reasonably express the author's intention that they be considered in connection with the Public Hearing.
- Written comments for a Public Comment Period that are submitted later than 5:00 PM the day prior to a meeting will be considered for the next calendared meeting.
- The City Recorder will deliver the comments to the City Council.

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- The Chair will indicate during the Public Comment Period or Public Hearing the receipt of written comments and at least the substance of their content.
- Individuals submitting written comments will identify themselves in writing by first and last name, and written submissions will otherwise adhere to the standards set forth in All of the verbal comment regulations listed above shall also apply to written comments.
- The Chair has discretion to disregard any written submission that fails to comply with any regulation in this policy, or which fails to reasonably express the author's intention that it be considered during a City Council meeting.

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Signs.

- Signs of any size or type displayed by the public are prohibited in the City Council chambers.
- Signs may be displayed in the City Hall rotunda so long as they do not disrupt the meeting or interfere with patron attendance, in the City Council's discretion, if the comments comply with the verbal comment regulations, above.

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The City Council retains discretion in the administration of this Policy, and may alter or add to these regulations for meeting decorum and efficiency. The City Council may utilize all legal means to enforce this Policy. The Council Chairperson is primarily responsible for the enforcement of this Policy.

Council Chairperson: _____ Date: _____

Policy: Public Comments

This policy is adopted to facilitate meaningful public engagement while ensuring that City Council meetings remain orderly and respectful. Beyond mandated Public Hearings, the City Council may in its sole discretion notice a general Public Comment Period on its meeting agendas. During all City Council meetings, the City Council Chambers shall be a Limited Public Forum, subject to this Policy. When a Public Comment Period or a Public Hearing is noticed, the time, place, and manner regulations of this Policy shall apply. The City Council's failure to strictly enforce each regulation shall not limit the Council's ability to require substantial compliance from speakers. This Policy shall apply to all Public Comment Periods and Public Hearings that take place during City Council meetings. The term "Chair" as used in this policy means: (1) the Council Chairperson; or, (2) a person lawfully presiding at a City Council meeting in the Council Chairperson's absence.

Verbal Comments

- Speakers will identify themselves verbally and in writing by first and last name.
- Speakers will identify their local geographical area of residence (e.g. Tooele City). The Chair may restrict comments to Tooele City residents, businesses, and other stakeholders.
- Speakers will address comments directly to the City Council (not to the Mayor, City staff, development applicants, presenters, members of the public, or others).
- Comments will be limited to 3 minutes per speaker. A timer may be displayed. After 3 minutes, the microphone may be cut off, and a timer may sound.
- For any one particular Public Comment Period or Public Hearing, the Chair may designate a total reasonable length of time for comments. If no time limitation is designated, the length of time for comments shall be limited to thirty (30) minutes per Public Comment Period and per Public Hearing.
- The Public Comment Period and Public Hearings are not free-for-all open-mic opportunities. Speakers will limit their comments to topics within the City Council's jurisdictional authority. In the case of a Public Hearing, speakers will limit their comments to the topics for which the Public Hearing was noticed.
- Speakers will not engage in disrespectful, disruptive, attacking, threatening, or violent behavior.
- Speakers will not make obscene comments or gestures.
- Clapping, booing, hissing, cheering, and other similar disruptive behavior is prohibited.
- No verbal comments may be made remotely via electronic means except as a reasonable ADA accommodation, upon request. Written comments may be submitted remotely in advance of the meeting, as described in the written comment regulations below.

Written Comments.

- Speakers may submit written comments to the City Recorder or electronically to cmpubliccomment@tooelecity.gov.
- Written comments for a Public Hearing shall be submitted no later than 11:59 PM the day prior to the Public Hearing, and must reasonably express the author's intention that they be considered in connection with the Public Hearing.
- Written comments for a Public Comment Period that are submitted later than 11:59 PM the day prior to a meeting will be considered for the next calendared meeting.
- The City Recorder will deliver the comments to the City Council.

- The Chair will indicate during the Public Comment Period or Public Hearing the receipt of written comments and at least the substance of their content.
- Individuals submitting written comments will identify themselves in writing by first and last name, and written submissions will otherwise adhere to the standards set forth in the verbal comment regulations listed above.
- The Chair has discretion to disregard any written submission that fails to comply with any regulation in this policy, or which fails to reasonably express the author’s intention that it be considered during a City Council meeting.

Signs.

- Signs of any size or type displayed by the public are prohibited in the City Council chambers.
- Signs may be displayed in the City Hall rotunda so long as they do not disrupt the meeting or interfere with patron attendance, in the City Council’s discretion, if the comments comply with the verbal comment regulations, above.

The City Council retains discretion in the administration of this Policy, and may alter or add to these regulations for meeting decorum and efficiency. The City Council may utilize all legal means to enforce this Policy. The Council Chairperson is primarily responsible for the enforcement of this Policy.

Council Chairperson: _____

Date: _____

TOOELE CITY CORPORATION

RESOLUTION 2026-08

A RESOLUTION OF THE TOOELE CITY COUNCIL WAIVING DEVELOPMENT IMPACT FEES FOR THE TOOELE COUNTY HOUSING AUTHORITY'S HARVEY SUBDIVISION.

WHEREAS, Tooele City Code Chapter 4-15 governs Tooele City's collection of development impact fees, which are imposed for the general purpose of offsetting certain impacts (water, sewer, parks, public safety) created by development, and for the general purposes and under the methodologies described in the Utah Impact Fees Act (UCA Chapter 11-39); and,

WHEREAS, the Tooele City Council recognizes the severe and pervasive housing shortage affecting about 50,000 Utah families, and in particular moderate- and low-income families, and desires to implement responsible strategies to narrow the housing gap for Tooele City residents (see the recitals to Ordinance 2019-13, approved on August 21, 2019, attached as Exhibit A); and,

WHEREAS, on November 20, 2019, the City Council adopted Ordinance 2019-30, amending TCC Chapter 4-15 to allow the waiver of impact fees, up to \$10,000 per dwelling unit, for "eligible affordable housing units" (see Ordinance 2019-30, attached as Exhibit B); and,

WHEREAS, the term "eligible affordable housing units" is defined in TCC Section 4-15-1 and includes dwelling units managed by the Tooele County Housing Authority that are deed restricted and made available to persons with 60% or less Tooele County area median income; and,

WHEREAS, by letter dated February 11, 2026, the Tooele County Housing Authority requested impact fee waivers for its six units in the Harvey subdivision (see letter attached as Exhibit C); and,

WHEREAS, on February 18, 2026, the City Council discussed in a work meeting the possibility of impact fee waivers for the Harvey subdivision; and,

WHEREAS, for all single-family residential building permits, the current impact fee is \$16,000 per unit; and,

WHEREAS, the Tooele City Council finds that impact fee waivers for the Harvey subdivision are in the public interest and further the governmental interests and objectives referenced in this Resolution, in Ordinance 2019-13, and in Ordinance 2019-30:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves impact fee waivers for the six lots/units in the Harvey subdivision, in the amount of \$_____ per dwelling unit, consistent with TCC Chapter 4-15.

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 _____, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

Exhibit A

Ordinance 2019-13

TOOELE CITY CORPORATION

ORDINANCE 2019-13

AN ORDINANCE OF TOOELE CITY ENACTING TOOELE CITY CODE CHAPTER 7-14a REGARDING ACCESSORY DWELLING UNITS.

WHEREAS, the State of Utah is experiencing an unprecedented Housing Gap, caused and characterized by the following¹:

- Utah's population of three million people is forecast to grow to five million by 2050 and six million by 2065.
- For the first time in Utah history, the number of families looking for housing exceeds the total housing supply, by an estimated 40,000-45,000 dwelling units.
- The shortage of housing supply is leading to a dramatic increase in housing prices and rents.
- There are not enough houses at any prices, let alone affordable prices, for Utah families to buy.
- The existing Utah housing stock is not affordable to most young people and families.
- The families looking for housing in Utah are predominantly the children of Utah residents, not families from outside the state, and two-thirds of Utah's growth is from Utah families.

; and,

WHEREAS, the Housing Gap is a priority issue of Utah legislators, many of whom believe Utah municipalities are to blame for creating a regulatory environment where affordable housing is difficult and expensive to build; and,

WHEREAS, Senate Bill 34 (2019 Utah Legislative Session) requires Utah municipalities to include in the Moderate Income Housing element of their general plans at least two of a menu of 23 strategies to increase the availability of affordable housing and to improve housing affordability; and,

WHEREAS, Tooele City's Moderate Income Housing Plan includes numerous of the required housing affordability strategies, as summarized in Ordinance 2018-25, approved on December 5, 2018, and in the Plan; and,

WHEREAS, Tooele City has actively considered and enacted means and strategies to allow a variety of housing opportunities for Tooele City residents, including moderate income housing, including by doing the following:

¹ Source: Utah League of Cities and Towns, and Kem C. Gardner Policy Institute at the University of Utah.

- enacting incentives for in-fill development, including less restrictive land use regulations (Ordinance 2015-25);
- approving several new apartment and attached single-family developments;
- enacting multi-family design standards to ensure that high-density housing developments include good site and building design for the benefit of residents, which standards recognize the fact that high density requires good design to be successful (Ordinance 2005-05);
- eliminating the five-acre minimum multi-family housing project size (2018-19);
- amending the MU-B (Mixed Use-Broadway) zoning district regulations to allow higher density residential developments with less restrictive land use regulations (Ordinance 2018-13);
- enacting a point-based program for single-family design standards intended to improve building and site design without significantly increasing costs (Ordinance 2006-22);
- allowing for residential facilities for persons with a disability (Ordinance 2012-17);
- allowing for residential facilities for elderly persons (Ordinance 2012-17);
- allowing for housing in the MU-G (Mixed Use-General) zoning district;
- enacting a new multi-family zone (MR-25) allowing up to 25 dwelling units to the acre (Ordinance 2019-08) and assigning that zoning district to an existing property currently constructing multi-family dwelling units (Ordinance 2019-10); and,
- amending multi-family design standard regulations to be more clear, understandable, predictable, and realistic (Ordinance 2019-08).

WHEREAS, high-density housing does not necessarily equate to affordable housing; large high-density projects can create their own challenges, including congestion, traffic, loss of open space, loss of views, etc.; and, Utah residents are frustrated with large high-density projects that create these challenges²; and,

WHEREAS, a number of strategies may be employed to improve housing affordability and availability, including the following:

- Higher densities in appropriate areas with access to transportation, services, etc.
- Smaller lots in appropriate areas.
- A greater variety of housing types.
- Reducing impact fees and other fees.
- Accessory dwelling units.

² Source: Utah League of Cities and Towns, and Y2 Analytics.

WHEREAS, SB 34 identifies allowing accessory dwelling units (ADUs) as one of the housing affordability and availability strategies that can be incorporated and utilized in a municipal Moderate Income Housing Plan; and,

WHEREAS, an ADU can be defined in several ways:

1. "a subordinate dwelling, containing its own eating, sleeping, and sanitation facilities, which is located internal to or attached to a primary dwelling or non-residential structure, or a detached dwelling unit on the same lot as a primary dwelling" (this Ordinance 2019-13);
2. "a separate small dwelling embedded within a single-family residential property" (*One Key to Housing*, Utah League of Cities and Towns (2019));
3. a habitable living unit added to, created within, or detached from a primary single-family dwelling and contained on one lot (Senate Bill 34 (2019) Utah Legislature; Utah Code §10-9a-103(1));

and,

WHEREAS, ADUs have existed in many parts of the country for decades, but are experiencing a resurgence due to market forces, and are known by many names, including, basement apartment, garage apartment, attic apartment, mother-in-law apartment, cottage, carriage house, coach house, tiny home, guest house, casita, and granny flat; and,

WHEREAS, the City Council and City Administration believe that ADUs are one viable strategy to improve housing affordability and availability, and the Council has considered and discussed housing affordability and ADU policies during its work meetings of January 16, March 20, April 17, and May 1, 2019; and,

WHEREAS, the City Council notes that ADUs have many actual and potential benefits, including the following:

- Providing lower priced housing for students, young families, retirees, and others since ADUs do not have to include the price of land (already paid for) and are smaller.
- Government efficiency. Utilizing existing water, sewer, storm drain, and street infrastructure with little, if any, added city maintenance costs.
- Increasing property values because of the additional appraised living space.
- Providing to homeowners a supplemental, secondary income stream from ADU rentals.
- Generating wealth and stability within the community through mortgage reduction and fixed-income retirement supplements.
- Allowing people to age in place instead of having to sell their home because of fixed incomes or to downsize. (Some homeowners choose to live in the ADU and rent out their primary dwelling.)

- Offering social assistance and community support for ADU occupants by living in single-family neighborhoods with a mix of ages and income levels: “family friendly.”
- Providing flexible life-cycle housing that allows people to stay in their homes and neighborhoods long-term despite changes in life stage.
- Allowing people of all life stages to live together instead of being shunted into housing predominantly for the young, the old, the poor, etc: community building v. segregation.
- Venting some of the pressure to create new and large apartment projects for people who cannot afford to buy a house.
- Contributing to neighborhood revitalization with new capital investment and increased motivation to maintain properties.
- Offering to developers, contractors, land owners, and the housing market alternatives to apartment buildings, and allowing for the construction of more than one type of affordable housing unit.
- Protecting and respecting private property rights of primary dwelling owners.
- Reducing single-family yard irrigation.
- Legitimizing already existing but illegal basement apartments and other ADUs.
- Reducing rents by adding to the supply of rental housing.
- Contributing to the supply of available, affordable housing by reducing regulatory barriers and costs to such housing.
- Being consistent with the single-family nature of neighborhoods as opposed to large apartment buildings. (Picture cutting up an apartment building and spreading the units out in a large single-family neighborhood area.)
- Offering cities a way of creating “gentle density” and “gentle in-fill” instead of the harsher density of large apartment projects.
- Avoiding/delaying the loss of greenfield properties (e.g., farms, fields, hillsides) to new development.

WHEREAS, ADUs are currently allowed in Tooele City as permitted or conditional uses in the Mixed Use-Broadway (MU-B), Mixed Use-General (MU-G), Neighborhood Commercial (NC), General Commercial (GC), and Regional Commercial (RC) zoning districts (see TCC Chapter 7-16 Table 1 Tables of Uses); and,

WHEREAS, the City Administration has developed an ADU ordinance, to be contained in a new TCC Chapter 7-14a (attached as Exhibit A), which it recommends to the City Council; and,

WHEREAS, the enactment of TCC Chapter 7-14a necessitates amendments to the definitions found in TCC §7-1-5 (see Exhibit A); and,

WHEREAS, the City Administration recommends charging reduced development impact fees for ADUs, and no water rights for ADUs, based in part upon the desire to make ADUs affordable, and based in part upon the diminished relative impacts of ADUs upon Tooele City system improvements; and,

WHEREAS, the City Administration recommends requiring ADU water and sewer laterals to be shared with those of the primary dwelling in order to minimize the number of new street cuts and water and sewer main hot tap connections that increase costs to the primary dwelling owner (and thus the ADU renter) and that cause undue deterioration to city infrastructure; and,

WHEREAS, this Ordinance 2019-13 will serve to provide for the public health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of Tooele City and its present and future inhabitants (reference UCA §10-9a-102); and,

WHEREAS, one of the stated purposes of the Utah Land Use Development and Management Act is to “allow growth in a variety of housing types” (see U.C.A. §10-9a-102, as amended by House Bill 315 (2019)); and,

WHEREAS, this Ordinance 2019-13 will serve to protect the tax base, to secure economy in governmental expenditures, to protect both urban and nonurban development, to provide fundamental fairness in land use regulation, and to protect property values (reference UCA §10-9a-102); and,

WHEREAS, UCA §10-9a-102 authorizes Utah municipalities, in accomplishing the purposes of UCA Chapter 10-9a, to do the following:

enact all ordinances . . . they consider necessary or appropriate for the use and development of land within the municipality, including ordinances . . . governing uses, density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, fundamental fairness in land use regulation, considerations of surrounding land uses and the balance of the foregoing purposes with a landowner's private property interests . . . unless expressly prohibited by law.

WHEREAS, the Planning Commission convened a duly-noticed public hearing on May 22, 2019, and forwarded its recommendation to the City Council (see minutes attached as Exhibit B); and,

WHEREAS, the City Council convened a duly-noticed public hearing:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL as follows:

1. the above recitals are hereby incorporated as findings of the City Council; and,

2. Tooele City Code §7-1-5 is hereby amended as shown in Exhibit A; and,
3. Tooele City Code Chapter 7-14a is hereby enacted as shown in Exhibit A; and,
4. Tooele City Code Chapter 7-14 Table 1 Table of Uses is hereby amended as shown in Exhibit A.
5. Tooele City Code Chapter 7-16 Table 1 Table of Uses is hereby amended as shown in Exhibit A.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this 21~~st~~ day of August, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

[Signature]

ATTEST:

[Signature]
Michelle Y. Pitt, City Recorder



Approved as to Form:

[Signature]
Rogee Evans Baker, City Attorney

Exhibit B

Ordinance 2019-30

TOOELE CITY CORPORATION

ORDINANCE 2019-30

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 4-15 REGARDING IMPACT FEE WAIVERS FOR AFFORDABLE HOUSING.

WHEREAS, UCA Sections 10-3-702 and 10-8-84 empower municipal legislative bodies to pass all ordinances “necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city”; and,

WHEREAS, Utah Code Chapter 11-36a and Tooele City Code Chapter 4-15 govern development impact fees, which fees are calculated and intended to mitigate the impact of new growth upon Tooele City system improvements, including water facilities, sewer facilities, police and fire buildings, and park and recreation facilities; and,

WHEREAS, UCA Section 11-36a-403 expressly allows impact fee exemptions for low income housing, although the term “low income housing” is not defined in the chapter; and,

WHEREAS, TCC Section 4-15-5 allows impact fee waivers of up to \$5,000 per dwelling unit for affordable housing, although the term “affordable housing” is not defined in the chapter; and,

WHEREAS, UCA Section 10-9a-403(2)(a)(iii), as amended in 2019 by Senate Bill 34, requires municipalities to adopt a moderate income housing element to the general plan, which element must include at least three affordable housing strategies from a menu of 23, one of which allows municipalities to reduce impact fees related to low and moderate income housing; and,

WHEREAS, on November 6, 2019, the City Council passed Ordinance 2019-28 adopting a revised Tooele City Moderate Income Housing element of the general plan in conformity with Section 10-9a-403, which element incorporates as many as 14 of the 23 codified strategies; and,

WHEREAS, on August 21, 2019, the City Council passed Ordinance 2019-13 allowing for the lawful existence of accessory dwelling units (ADUs), and providing for a 50% reduction in impact fees for ADUs; and,

WHEREAS, the City Administration recommends that the term “affordable housing” be clearly defined so that impact fee waivers are limited to a narrowly and objectively defined cohort of development activity and benefit eligible households over real estate development interests; and,

WHEREAS, the Utah Housing Corporation partners with the Tooele County Housing Authority in obtaining federal low income housing credits to provide affordable housing for households making 60% of the area median income (AMI) or less, through purchase and rent-to-own programs, the success of which are assured through recorded deed restriction documents which address rent controls, sub-market purchase prices, owner/tenant income verification, property maintenance, insurance, and other important program details; and,

WHEREAS, the City Administration recommends the amendment of TCC Section 4-15-1 (Definitions) to assure the effectiveness of the City Council's affordable housing impact fee waiver policy; and,

WHEREAS, Tooele City's current development impact fees for a single-family house are as follows:

- Culinary Water: \$4,609
- Sanitary Sewer: \$2,290
- Parks and Recreation: \$2,168
- Public Safety-Police: \$137.29
- Public Safety-Fire: \$200.59
- **Total: \$9,404.88**

WHEREAS, the City Council desires to provide a greater incentive for the construction of affordable housing by increasing the current impact waiver from \$5,000 per dwelling unit to \$10,000 per dwelling unit, finding that the availability of additional affordable housing to Tooele City residents is in the best interest of the Tooele City community:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 4-15 is hereby amended to read in its entirety as shown in redline in Exhibit A; and,

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this 20th day of November, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

St. McCall

[Signature]

[Signature]

[Signature]

Melodi M. Stehno

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

[Signature]

ATTEST:

[Signature]
Michelle Y. Pitt, City Recorder

SEAL



Approved as to Form:

[Signature]
Roger Evans Baker, City Attorney

Exhibit A

TCC Chapter 4-15 (Amended)

Chapter 15. Development Impact Fees

4-15-1 Definitions.

4-15-2 Assessment of Impact Fees.

4-15-3 Exemption from Impact Fees.

4-15-4 Credits.

4-15-5 Waiver.

4-15-6 Appeals.

4-15-7 Establishment of Impact Fees Accounts.

4-15-8 Refunds.

4-15-9 Use of Funds.

4-15-10 Independent Fee Calculations.

4-15-1 Definitions.

(1) Except as expressly provided in this Section, words and phrases used in this Chapter shall have the meaning given to them in U.C.A. 11-36a-102, as amended (the "Impact Fees Act").

(2) "Eligible affordable housing units" means

(a) Single-family and two-family dwellings that are:

(i) constructed, rented, and sold in partnership with the Tooele County Housing Authority (the "Authority"); and,

(ii) deed restricted, on a form approved by the City Attorney, in such a manner that:

(A) dwellings are available for purchase or rent-to-own only by those purchasers or tenants whose combined household annual gross income per dwelling is verified by an Authority to be 60% or less of the Tooele County area median income;

(B) dwellings are rent-restricted according to a formula established by an Authority based in part on numbers of dwelling unit bedrooms and on tenant incomes;

(C) dwellings are subject to a compliance period of at least 15 years as part of an extended use period of at least 50 years;

(D) dwellings are maintained in good condition;

(E) dwellings are fully insured for hazards and liability;

(F) requires compliance with the terms and covenants of the deed restriction; and,

(G) requires compliance with Section 42 of the Internal Revenue Code, as amended.

(b) Multi-family dwellings that:

(i) are constructed and rented in partnership with an Authority; and,

(ii) are deed restricted, on a form approved by the City Attorney, in such a manner that:

(A) dwellings are available for rent only by tenants whose combined household annual gross income per unit is verified by the Authority to be 60% or less of the Tooele County area median income; and,

(B) dwellings comply with the requirements of subsection (2)(a)(ii)(B)-(G), above.

3. "Eligible public facility" means a structure that is owned or leased by the state of Utah, the Tooele County school district, a charter school, Tooele County, Tooele City, the Tooele City municipal building authority, the Tooele City redevelopment agency, or other similar entity conducting development activity with a broad public purpose.

(Ord. 2012-02, 03-07-2012) (Ord. 2010-04, 02-17-2010)

(Ord. 2001-36, 01-23-2001) (Ord. 2001-35, 01-23-2001)

(Ord. 1996-15, 06-05-1996)

4-15-2 Assessment of Impact Fees.

(1) Assessment of Impact Fees.

(a) Culinary Water Impact Fee.

(i) The City shall collect a culinary water impact fee from any applicant seeking a building permit, in the amount of \$4,609 per Equivalent Residential Connection (ERC), as defined in the Culinary Water System Master Plan (January 2012) (impact fee facilities plan).

(ii) The service area for purposes of the culinary water impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.

(iii) Non-Standard Impact Fee. The City reserves the right under the Impact Fees Act to assess an adjusted impact fee that more closely matches the true impact that a building or land use will have upon the City's culinary water system. This adjustment may result in a higher than normal impact fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The formula for determining a non-standard culinary water impact fee is contained in the Culinary Water Impact Fee Analysis (February 2012).

(b) Sanitary Sewer Impact Fee.

(i) The City shall collect a sanitary sewer impact fee from any applicant seeking a building permit, as follows:

(A) Residential: the base fee shall be \$2,290 per Equivalent Residential Unit (ERU), as defined in the documents comprising the 2010 Waste Water Capital Facilities Plan (impact fee facilities plan).

(B) Non-residential: as determined under Figure 4.5 (Impact Fee ERU Multipliers) of the 2010 Sewer Treatment and Collections Impact Fee Analysis.

(ii) The service area for purposes of the sanitary sewer impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.

(iii) Non-Standard Impact Fee. The City reserves the right under the Impact Fees Act to assess an adjusted impact fee that more closely matches the true impact that a building or land use will have upon the City's waste water system. This adjustment may result in

a higher than normal impact fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The formula for determining a non-standard sanitary sewer impact fee is contained in Figure 4.6 (Calculation of Non-Standard Sewer Impact Fee) of the 2010 Sewer Treatment and Collections Impact Fee Analysis.

(c) Parks and Recreation Impact Fee.

(i) The City shall collect a parks and recreation impact fee from any applicant seeking a building permit for a new dwelling unit, as follows:

(A) Single-Family Residential: \$2,168 per unit. For purposes of this Section, Single-Family Residential includes detached single-family units and attached single-family units, including townhouses, condominiums, and duplexes.

(B) Multi-Family Residential: \$1,959 per unit. For purposes of this Section, Multi-Family Residential means apartment buildings with three or more units per building.

(ii) The service area for purposes of the park and special purpose recreation facilities impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.

(d) Public Safety Impact Fee: Fire.

(i) The City shall collect a public safety-fire impact fee from any applicant seeking a building permit for a new building, as follows:

(A) Residential: \$200.59 per dwelling unit.

(B) Non-residential: \$104.67 per 1,000 square-feet of building.

(ii) The service area for purposes of the public safety-fire impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.

(iii) Non-Standard Impact Fee. The City reserves the right under the Impact Fees Act to assess an adjusted impact fee that more closely matches the true impact that a building or land use will have upon the City's public safety fire facilities. This adjustment may result in a higher than normal impact fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The formula for determining a non-standard public safety-fire impact fee is contained in the Public Safety Impact Fee Facilities Plan and Impact Fee Analysis (February 2012).

(e) Public Safety Impact Fee: Police.

(i) The City shall collect a public safety-police impact fee from any applicant seeking a building permit for a new building, as follows:

(A) Residential: \$137.29 per dwelling unit.

(B) Commercial: \$120.65 per 1,000 square-feet of building.

(C) Industrial: \$9.67 per 1,000 square-feet of building.

(ii) The service area for purposes of the public safety-police impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.

(iii) Non-Standard Impact Fee. The City reserves the right under the Impact Fees Act to assess an adjusted impact fee that more closely matches the true impact that a building or land use will have upon the City's public safety police facilities. This adjustment may result in a higher than normal impact fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The formula for determining a non-standard public safety-police impact fee is contained in the Public Safety Impact Fee Facilities Plan and Impact Fee Analysis (February 2012).

(2) Collection. Impact fees shall be collected from the applicant prior to issuing the building permit, using the impact fee in effect on the date of filing a complete application for the building permit.

(3) Adjustment of impact fees. Impact fees may be adjusted at the time the fees are charged, as follows:

(a) to ensure that the impact fees are imposed fairly;

(b) to respond to

(i) unusual circumstances in specific cases;

or,

(ii) a request for a prompt and individualized impact fee review for the development activity of the state or a school district or charter school; and,

(c) if the Building Official determines that a user would create a greater than normal impact on any system improvement.

(4) Existing Buildings.

(a) Where a building alteration or change of use requires a new building permit or a new occupancy permit, and the building alteration or change of use is anticipated to result in increased impacts to City systems and facilities, the applicant shall pay, as a condition of permit approval, additional impact fees corresponding to the increased impacts.

(b) Where a building or use of a building incorporates technologies or processes designed to decrease impacts to City systems and facilities, and those technologies or processes fail or cease to be used, for any reason or to any degree, the City may assess additional impact fees corresponding to the increased impacts resulting from such failure or cessation of use. Such fees shall be invoiced to the building water account through the regular monthly city water bill.

(c) Should any developer undertake development activities such that the ultimate density, intensity, or other impact of the development activity is not revealed to the City, either through inadvertence, neglect, a change in plans, or any other cause whatsoever, and/or the impact fee is not initially charged against all

units or the total density or intensity within the development, the City shall be entitled to assess an additional impact fee to the development or other appropriate person covering the density or intensity for which an impact fee was not previously paid. Such fees shall be invoiced to the development water account through the regular monthly city water bill.

(d) The Building Official shall determine the extent to which the payment of additional impact fees is required.

(Ord. 2012-02, 03-07-2012) (Ord. 2010-04, 02-17-2010)
(Ord. 2007-10, 03-21-2007) (Ord. 2001-36, 01-23-2001)
(Ord. 2001-35, 01-23-2001) (Ord. 1999-36, 12-16-1999)
(Ord. 1999-10, 4-21-1999) (Ord. 1996-16, 11-20-1996)
(Ord. 1996-15, 06-05-1996)

4-15-3 Exemptions from Impact Fees.

(1) The following development activities shall be exempt from the payment of all or a portion of the impact fees:

(a) Replacement of a primary structure with a new primary structure of the same use at the same site or lot when such replacement:

(i) does not result in the construction of an additional dwelling unit or a change in use; and,

(ii) does not increase the demand for municipal services or the impact upon system improvements.

(b) Alterations to, or expansion, enlargement, remodeling, rehabilitation, or conversion of, an existing primary structure that does not increase the demand for municipal services or the impact upon system improvements.

(2) The Building Official shall determine whether a particular structure falls within an exemption identified in this Section or any other section. The Building Official shall issue a written determination, stating the basis for the exemption, and which shall be subject to the appeals procedures set forth herein.

(Ord. 2015-16, June 3, 2015) (Ord. 2012-02, 03-07-2012)
(Ord. 2010-04, 02-17-2010) (Ord. 2001-36, 01-23-2001)
(Ord. 2001-35, 01-23-2001) (Ord. 1996-15, 06-05-1996)

4-15-4 Credits.

(1) A developer may be allowed a credit against impact fees for any dedication of or improvement to land or new construction of system improvements provided by the developer, provided that they are (i) identified in the applicable capital facilities plan, (ii) offset the need for a system improvement, and (iii) required by the City as a condition of approving the development activity. Otherwise, no credit may be given.

(2) For each request for a credit, unless otherwise agreed by the City, the fee payer shall retain an appraiser approved by the Building Official to determine the value of the land or construction dedicated.

(3) The fee payer shall pay the cost of the appraisal.

(4) After receiving the appraisal, the Building

Official shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, where applicable, the legal description of the land donated, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating the applicant's agreement to the terms of the letter or certificate, and return such signed document to the Building Official before the impact fee credit will be awarded. The failure of the applicant to sign, date, and return such document within 30 days shall nullify the credit.

(5) Any claim for a credit must be made not later than the time of application for building permit. Any claim not so made shall be deemed waived.

(6) Determinations made by the Building Official pursuant to this section shall be subject to the appeals procedure set forth herein.

(Ord. 2010-04, 02-17-2010) (Ord. 2001-36, 01-23-2001)
(Ord. 2001-35, 01-23-2001) (Ord. 1996-15, 06-05-1996)

4-15-5 Waiver.

(1) The City Council may, but is not required to, waive the imposition of impact fees for:

(a) Construction of **eligible** affordable housing units (up to **\$10,000 per dwelling unit**); or,

(b) Construction of an **eligible public facility**.

(2) **Upon allowing a full or partial waiver under this Section for an eligible public facility, the City Council shall establish one or more sources of funds other than impact fees to pay the amount of impact fees waived for that facility.**

(Ord. 2010-04, 02-17-2010); (Ord. 2001-36, 01-23-2001);
(Ord. 2001-35, 01-23-2001); (Ord. 96-15, 06-05-96)

4-15-6 Appeals.

(1) A fee payer may appeal the impact fees imposed or other determinations which the Building Official is authorized to make pursuant to this Chapter. However, no appeal shall be permitted unless and until the impact fees at issue have been paid.

(2) Appeals shall be taken within the time constraints identified in U.C.A. Section 11-36a-702, as amended. Appellants shall specify the grounds for the appeal, and deposit the necessary appeal fee, which is set forth in the Tooele City Fee Schedule for appeals of land use decisions.

(3) Appeals shall be filed with the City Recorder. The City Recorder shall fix a time for the hearing of the appeal and give notice to the parties in interest. At the hearing, any party may appear in person or by agent or attorney.

(4) The City Council, or such other body as the City Council shall designate, shall make a decision within 30 days after the appeal is filed. The City Council shall make findings of fact regarding the applicability of the impact fees to a given development activity. The decision of the

4-15-10 Independent Fee Calculations.

(1) If a fee payer believes that a fee should be charged, different than the impact fees determined according to this Chapter, then the fee payer may prepare and submit to the Building Official an independent fee calculation for the impact fees associated with the development activity for which a Building Permit is sought. The documentation submitted shall contain studies and data showing the basis upon which the independent fee calculation was made. The Building Official is not required to accept any documentation which the Building Official reasonably deems to be inaccurate, unsubstantiated, or unreliable and may require the fee payer to submit additional or different documentation prior to the Building Official's consideration of an independent fee calculation.

(2) Any fee payer submitting an independent fee calculation shall pay an administrative processing fee, per calculation, of \$100.

(3) Based on the information within the Building Official's possession, the Building Official may recommend, and the Mayor is authorized to adjust, the impact fee to the specific characteristics of the development activity, and according to principles of fairness. Such adjustment shall be preceded by written findings justifying the fee.

(4) Determinations made by the Building Official pursuant to this section may be appealed subject to the procedures set forth herein.

(Ord. 2010-04, 02-17-2010) (Ord. 2001-36, 01-23-2001)

(Ord. 2001-35, 01-23-2001) (Ord. 1996-15, 06-05-1996)

Exhibit C

Tooele County Housing Authority
February 11, 2026, Letter



Tooele County Housing Authority

66 West Vine, Tooele, Utah 84074
(435) 882-7875 • Fax (435) 882-7894

February 11, 2026

Tooele City Corporation
c/o Mayor Maresa Manzione
90 North Main Street
Tooele, UT 84074

RE: REQUEST FOR IMPACT FEE WAIVERS AS ALLOWED UNDER TITLE 4, CHAPTER 15, TOOELE CITY CODE
AFFORDABLE HOUSING UNITS - HARVEY SUBDIVISION (APPROXIMATELY 600 NORTH, 200 WEST)

Dear Mayor Manzione:

The Tooele County Housing Authority (TCHA) is submitting this formal request to Tooele City Corporation to grant a waiver of impact fees in the amount of the maximum \$10,000 per dwelling unit for the new construction of six eligible affordable housing units in the Harvey Subdivision. The total estimated impact fees for Parks, Water, Public Safety, and Sewer are \$16,202.80.

We have reviewed Chapter 15 (Development Impact Fees) and confirmed the applicability of the definitions at 4-15-1, and the terms of the Waiver detailed at 4-15-5 which are:

- Single family homes constructed and sold in partnership with Tooele County Housing Authority;
- Deed Restricted to ensure that the dwellings are available for purchase only by households whose annual gross income per dwelling is verified by TCHA to be 60% or less of the Tooele County area median income and other stipulations found at 4-15-1(2)ii; and
- The six lots are to be developed under the Mutual Self-Help program, funded by USDA Rural Development. The program targets households that earn at or below 60% of AMI. These homes will be financed by USDA Rural Development.

Tooele County Housing Authority is truly grateful for the ongoing partnership with Tooele City to ensure that affordable housing opportunities are available to residents from all walks and stages of life. By granting this request, Tooele City Council will make the difference for six families who are willing to give 9-12 months of 30+ hours a week of sweat equity to realize the American dream of homeownership.

We appreciate the consideration by the Council of this request, and we will anxiously await your decision.

Respectfully,

Karen Kuipers

Karen Kuipers
Executive Director



TOOELE CITY CORPORATION

RESOLUTION 2026-07

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH AARROW LANDSCAPE CONSTRUCTION, LLC, FOR THE 2026 TOOELE VALLEY MUSEUM SIDEWALK PROJECT.

WHEREAS, Tooele City owns and operates the Tooele Valley Museum, a predominantly railroad and mining exhibit museum at the corner of Vine Street and Broadway; and,

WHEREAS, the City Administration desires to install new sidewalk for improved mobility and safety at the Museum; and,

WHEREAS, the Parks and Recreation Department solicited bids in compliance with City procurement policies and procedures; and,

WHEREAS, Aarrow Landscape Construction, LLC, submitted the lowest responsible responsive bid, with a total bid amount of \$ 73,591.25 (see the bid results attached as Exhibit A); and,

WHEREAS, the proposed agreement with Aarrow Landscape Construction, LLC, is attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (Exhibit B) with Aarrow Landscape Construction, LLC, for the 2026 Tooele Valley Museum Sidewalk Project, in the amount of \$ 73,591.25, and hereby authorizes the Mayor to execute the agreement.

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 _____, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Bid Results

Bid Results

2026 Museum Sidewalk Project

CONTRACTOR	BID AMOUNT	TOTAL BID AMOUNT
J Heart Construction	A. \$73,250.00 B. \$10,000.00	\$ 83,250.00
McCormick & Sons	A. \$62,687.20 B. \$18,126.89	\$ 80,814.09
Triple J Concrete LLC	A. \$25,000.00 B. \$100,000.00	\$125,000.00
Taylor Electric	A. \$75,269.00 B. \$16,694.00	\$91,963.00
Broken Arrow	A. \$19,000.00 B. \$99,534.00	\$118,534.00
Christensen & Griffith	A. \$129,548.00 B. \$32,800.00	\$162,348.00

Bid Results

2026 Museum Sidewalk Project

CONTRACTOR	BID AMOUNT	TOTAL BID AMOUNT
England Construction	A. \$68,905.00 B. \$23,820.00	\$ 92,725.00
Speakman Concrete	A. \$81,478.50 B. \$12,679.00	\$94,157.50
S.F.T Concrete	\$ 74,000.00	\$ 74,800.00
Aarrow Landscape	A. \$65,497.50 B. \$8,093.75	\$ 73,591.25
Go Pave Utah	A. \$174,644.71 B. \$23,422.50	\$198,067.21
RC Enterprise Paving & Construction	A. \$85,896.84 B. \$12,835.16	\$98,732.00 Bid was not read at public reading. Accepted as responsible bid.

Exhibit B

Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and AARROW LANDSCAPE CONSTRUCTION of 9644 South Hawley Park Road, West Jordan, Utah 84081, an LLC, (hereinafter “Contractor”) enter into this Agreement on the __ day of _____, 2026 (the “Effective Date”).

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the City:

The 2026 Railroad Museum Sidewalk Project consists of the demolition and offsite disposal of approximately 1,200 square feet of existing concrete drive approach together with adjacent curb returns, removal and replacement of approximately 75 linear feet of curb and gutter, and the furnishing and installation of approximately 6,500 square feet of new six (6) inch thick concrete sidewalk and eight (8) inch thick concrete drive approach, and related appurtenances.

NOTE: All quantities were field verified by the Contractor and included in the lump sum prices of the bid.

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the lump sum amount of **\$73,591.25** for fully performing the Services for both Bid Schedules A and B, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **May 31, 2026.**
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall name the City, its agents, officers, employees, and independent contractors as additional insureds for all liability arising from this Agreement. Contractor shall require that all of its subcontractors name the City, its agents, officers, employees, and independent contractors as additional insureds on endorsements issued under their respective liability insurance policies, for all liability arising from this Agreement.

- b. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the City, and its agents, officers, employees, and independent contractors, from and against all lawsuits, claims, damages, losses, or expenses (including attorney's fees) arising out of or related to this Agreement.
 - c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.
 - d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.
 - e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.
 - f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
 - h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
 8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
 9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

AARROW LANDSCAPE CONSTRUCTION, LLC

Maresa Manzione, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Shilo Baker, Tooele City Recorder

SEAL

Approved as to form:

Matthew C. Johnson, Tooele City Attorney

(Revised 01/08/2026)



UTAH RETIREMENT SYSTEMS POST-EMPLOYMENT/POST-RETIREMENT RESTRICTIONS ACT CERTIFICATION & RELEASE

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

- Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

Contractor Signature

Date











City Council and RDA Work Meeting Minutes

Date: February 4, 2026

Time: 5:30 p.m.

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

Council Members Present

Justin Brady
Ed Hansen
Melodi Gochis
Jon Gossett

Excused

Dave McCall

Staff Present

Maresa Manzione, Mayor
Matthew Johnson, City Attorney
Nathan Farrer, Assistant Public Works Director
Jamie Grandpre, Public Works Director
Kelley Anderson, Planning Commissioner
Chris Sloan, Planning Commissioner
John Perez, Economic Development Director
Andrew Aagard, Community Development Director
Police Chief Adrian Day
Paul Hansen, City Engineer
Shannon Wimmer, Finance Director
Shilo Baker, City Recorder
Loretta Herron, Deputy City Recorder
Minutes Prepared by Teresa Young

1. Open City Council Meeting

Chairman Brady opened the meeting 5:30 p.m.

2. Roll Call

Jon Gossett, Present
Melodi Gochis, Present
Ed Hansen, Present
Justin Brady, Present
Dave McCall, Excused

3. Mayor's Report

Mayor Manzione reported on an officer-involved shooting that occurred earlier today in Tooele City. No officers were injured, and all are physically well. An investigation will take place, and she

expressed gratitude for the officers' service and dedication to keeping the community safe. Mayor Manzione also shared that, as a new officeholder, she has met with all department directors and toured city facilities, parks, and shops. She praised city staff for their professionalism and the quality of work they do to keep the city running smoothly and looking well maintained. Finally, she reminded everyone that nominations are open for the Fourth of July Parade Grand Marshal and as part of the America 250 celebration, she encourages submissions for individuals who exemplify the American spirit.

4. Council Members' Report

Councilman Hansen reported that he appreciated the opportunity to participate in interviews with Mayor Manzione and Jamie Grandpre related to a Mr. Grandpre's replacement and felt confident the right individual was selected. He also addressed the officer-involved shooting that occurred earlier in the day, noting that it took place in the parking lot of his business and involved one of his vehicles. He shared that the situation was initially stressful for him and his employees, but he commended the Tooele City Police Department and assisting agencies for their professionalism, clear communication, and well-managed response throughout the incident and subsequent investigation. Councilman Hansen stated that witnessing the process firsthand reinforced his confidence in city officials and law enforcement, while also acknowledging the emotional impact on the officers, the community, and the family involved. He concluded by thanking Adrian for his assistance and expressed appreciation for the support provided during the incident.

Councilwoman Gochis reported that she attended Local Officials Day at the Legislature, held at the State Capitol and the Salt Palace Convention Center, where she met with several representatives and toured the Capitol quad with Representative Peck. She also attended a council committee meeting on solar panels and found the discussion informative. As a member of the Legislative Policy Committee, she has been participating in ongoing meetings and expressed appreciation for the updates from Speaker Schultz and the advocacy efforts of the League of Cities and Towns. Additionally, she attended a Utah Transit Authority Board of Trustees meeting via Zoom on the 28th and happily reported that she has completed her required training.

Councilman Gossett shared that, as a new member of the Council, he is still getting oriented but feels well supported with the information provided by Shilo Baker, City Recorder. He stated that he is now up and running and anticipates attending upcoming meetings so he will have more to report in the future.

Councilman Brady reported that he had no major updates beyond attending routine staff and Mayor's staff meetings. He expressed appreciation for city staff and thanked them for their continued hard work, noting that the city is fortunate to have an excellent team.

5. Discussion Items

a. Public Comment Policy Discussion

Presented by Matthew Johnson, City Attorney

Mr. Johnson provided an overview of proposed clarifications to the City's public comment policy, which was last amended in 2024. The intent of the policy is to balance allowing public input on matters relevant to City Council while reinforcing that council meetings are a limited public forum. The proposed updates were prompted by issues encountered with written public comments, including anonymous submissions, junk emails, and comments received after the existing deadline. The revisions clarify how and where written comments may be submitted, establish a clear

submission deadline prior to meetings, distinguish between public hearing comments and general public comments, and specify that comments submitted after the deadline for the open public comment period will be deferred to the next meeting. The policy also clarifies that the same rules governing verbal comments apply to written comments, including the ability to disregard anonymous, obscene, abusive, or irrelevant submissions. Council discussed adjusting the submission deadline to the end of the day prior to the meeting, rather than 5:00 p.m., to better accommodate the public, and reached consensus to make that change. Mr. Johnson indicated the revised policy would be brought back for consideration through a resolution.

b. Resolution 2026-03 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule, Adding an Annual Fee for Use of the Tooele City Police Department Gun Range
Presented by Adrian Day, Police Chief

Chief Day reported on the City's long-term lease with ARCO for the firearms training range located at the end of Smelter Road. This lease runs through December 2090 at a cost of \$100. The range is used exclusively for police training and is heavily utilized by the department and the Tooele Tech Academy cadets, leading the department to stop accepting additional local agencies from the valley. Due to ongoing maintenance needs—including target systems, air compressors, weed control, storage, supplies, and cleanup—the Chief proposed adding an annual \$1,000 usage fee for outside law enforcement agencies to help cover shared costs, emphasizing that the fee is intended only to offset expenses, not generate revenue. He also noted the resolution should be updated to explicitly include the Tooele Tech Academy, which is not a law enforcement agency but uses the range for police training. Council discussed maintenance responsibilities, including a lease provision related to potential lead recovery, acknowledging it could be costly if ever required, though it has not been enforced in recent years.

c. Resolution 2026-05 A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for Holiday Oil on Franks Drive
Presented by John Perez, Economic Development Director

Mr. Perez presented a resolution authorizing payment in lieu of water rights for Holiday Oil's property at the northeast corner of Franks Drive and 1000 North. The request is for 2.27 acre-feet of water, in accordance with the City's November 2023 policy, which allows two years expiry for vertical construction. The City Engineer confirmed the water request based on similar uses at other locations. Holiday Oil plans an estimated capital investment of \$7.5–8 million, with 10–15 jobs created, ranging from \$14–18 per hour for cashiers to about \$80,000 for a store manager, and seasonal opportunities for high school students. The project is projected to generate over \$15 million in annual sales, though only the convenience store portion contributes to local sales tax, estimated at roughly \$30,000 per year. The property will not include a car wash; any future addition would require a separate water request. Questions from Council addressed water usage, construction timing, and traffic improvements, with clarification that installation of a permanent traffic light and turn lane upgrades are the responsibility of UDOT.

d. Effective Date for Changes to City Fees Discussion
Presented by Shannon Wimmer, Finance Director

Ms. Wimmer discussed a proposed update to the City's fee policy, specifically addressing how fee increases are applied to building permits that have been applied for but not yet paid. She explained that all City fees are cost-based and not intended to generate profit, and as costs rise, fees are adjusted accordingly. After consulting with staff and the City Attorney, the recommendation is to implement new fees the day after City Council adoption, applying them to all new and pending applications where fees have not yet been paid. The applicants would be notified of any increase

before payment. This policy primarily affects impact fees and water meter fees. The proposed code update would formalize this approach, stating that new fees apply unless otherwise vested by law or written agreement. Council discussion noted potential concerns for individuals or small projects who have applied but not yet paid, but acknowledged that the fees reflect actual costs rather than profit and that unpaid permits are typically voided if not completed within a reasonable timeframe. Ms. Wimmer confirmed that the change provides clarity and consistency for both staff and applicants and would be brought back for consideration at a business meeting.

6. Closed Meeting

~ Litigation, Property Acquisition, and/or Personnel

There was no need for a closed meeting.

7. Adjourn

Chairman Brady adjourned meeting at 5:58 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 February, 2025

Justin Brady, City Council Chair

City Council Business Meeting Minutes

Date: February 4, 2026

Time: 7:00 p.m.

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

Council Members Present

Justin Brady
Ed Hansen
Jon Gossett
Melodi Gochis

Excused

Dave McCall

Staff Present:

Maresa Manzione, Mayor
Matthew Johnson, City Attorney
Nathan Farrer, Assistant Public Works Director
Jamie Grandpre, Public Works Director
Chris Sloan, Planning Commissioner
Kelley Anderson, Planning Commissioner
John Perez, Economic Development Director
Adrian Day, Police Chief
Paul Hansen, City Engineer
Shannon Wimmer, Finance Director
Shilo Baker, City Recorder
Loretta Herron, Deputy City Recorder
Tiffany Day, Executive Assistant to the Mayor

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**

Chairman Brady called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

2. **Roll Call**

Jon Gossett, Present
Melodi Gochis, Present
Ed Hansen, Present
Justin Brady, Present
Dave McCall, Excused

3. **Mayor's Youth Recognition Awards**

Mayor Manzione honored two outstanding students from Sterling Elementary. Mayor Manzione recognized Chloe Sullivan who was nominated by Mrs. Fernandez and Mr. Orton. She was recognized for her responsibility, dedication to academics, and leadership in her classroom and Portuguese class, as well as her contributions to school assemblies through the CIA group.

Mayor Manzione also recognized Gloria Walrath who was nominated by Christine Tucker. She was acknowledged for her kindness, thoughtfulness, and willingness to assist classmates and teachers, including helping special needs students.

The Mayor praised both students for setting positive examples for their peers and the community, noting the importance of supportive families and the inspiration these young leaders provide, especially following a challenging day in the city. She advised the public that the presentation of the awards would be available on the city's YouTube channel.

Mayor Manzione then invited the award recipients, their families and the City Council to take a group photo which would be shared on social media and in the local newspaper. There was a brief pause in the meeting for a photo.

4. **Utah Chief's Association Presentation**

Presented by Val Shupe, Executive Director of the Utah Chief of Police Association

Mr. Shupe presented the accreditation award to the Tooele City Police Department. The presentation highlighted that accreditation is a rigorous process, with 177 standards covering federal and state law as well as city ordinances, and requires proof that policies are actively implemented, such as firearms training and record-keeping. Assessors visited the department, reviewed divisions including patrol, detectives, and the evidence room, and interviewed officers. The department was praised for its professionalism, thorough records, and top-notch evidence management. Accreditation requires annual reporting to maintain standards, with full re-accreditation every four years. The award recognizes Tooele City Police Department's successful completion of all standards set by the Utah Chiefs of Police Association and the Utah Accreditation Alliance, marking a significant achievement for the department and the community.

5. **Public Comment Period**

Chairman Brady opened the public hearing at 7:12 p.m.

Jamie Grandpre, Public Works Director, reflected on his time with the city and expressed gratitude for the opportunity to serve the community. He acknowledged the dedication of city staff and leadership, shared appreciation for colleagues and council members, and highlighted the sense of pride in contributing to city projects and initiatives. His remarks emphasized the importance of teamwork, community service, and the positive impact that city employees can have, while also expressing well-wishes for the continued success of the city after his retirement.

Karen Jentzsh, a Tooele resident for seven years, spoke about a long-standing concern regarding pets being brought into grocery stores, particularly Walmart and Lucky's. She explained that customers often place pets in shopping carts, even on blankets, which she considers a health risk. Despite speaking with multiple store managers and visiting the health department, she has seen little enforcement of store policies that prohibit pets in carts. She emphasized that this issue has persisted for three to four years and

expressed frustration that current rules are not being followed, suggesting that alternatives like online ordering and curbside pickup could mitigate the problem. She asked the City Council for guidance or assistance in helping enforce these policies. Chairman Brady invited her to stay after the meeting to discuss with Council.

Seeing no other members of the public coming forward, Chairman Brady closed the public hearing at 7:21 p.m.

6. **Resolution 2026-04 A Resolution of the Tooele City Council Consenting to Mayor Manzione's Appointment of Nathan L. Farrer to the Position of Director of the Public Works Department**

Presented by Maresa Manzione, Mayor

Mayor Manzione announced with the retirement of the Public Works Director Jamie Grandpre, who has served the city for five years and is relocating to Florida, there was a competitive applicant process. Nathan Farrer, the current Assistant Public Works Director with six months in the role, was selected as his successor. Mr. Farrer brings 19 years of public works experience, a master's degree in professional communications, and recently obtained water and wastewater certifications. With City Council approval, Mr. Farrer will be sworn in tonight, with his official start date as Public Works Director on February 8th.

Motion: Councilman Hansen made a motion to approve Resolution 2026-04 A Resolution of the Tooele City Council Consenting to Mayor Manzione's Appointment of Nathan L. Farrer to the Position of Director of the Public Works Department. Councilman Gossett seconded the motion.

The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; and Chairman Brady, "Aye". Motion passes 4-0.

7. **Swearing in of Nathan L. Farrer as the Public Works Director**

Presented by Shilo Baker, City Recorder

Ms. Baker administered the Oath of Office to Nathan L. Farrer following his appointment as Public Works Director.

Following his swearing-in, Mr. Farrer thanked outgoing Director Jamie Grandpre for his mentorship over the past six months, acknowledging the guidance and support that helped him gain confidence and learn the responsibilities of the position. He expressed appreciation for the lessons learned, including the value of learning from his own mistakes.

8. **Resolution 2026-02 A Resolution of the Tooele City Council Approving an Agreement with Nelson Brothers Construction Company for Construction of a New Salt Shed Building**

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented a resolution for the construction of a new salt shed on the north side of town, to be built through a CMGC contract with Nelson Brothers. The facility will store road salt for winter operations and reduce travel and wait times at the existing south-end facility shared with UDOT. The total project cost is approximately \$1,587,688 which includes site improvements and preparation for the Rogers Road well. Funding will require a future budget adjustment, with approximately \$900,000 drawn

from fund balance and additional funds from the Rogers Road well budget. The project aims to have the salt shed ready for next winter, improving operational efficiency and response times for snow events.

Motion: Councilwoman Gochis moved to approve Resolution 2026-02 A Resolution of the Tooele City Council Approving an Agreement with Nelson Brothers Construction Company for Construction of a New Salt Shed Building Contingent on the Budget Adjustment. Councilman Hansen seconded the motion.

The vote was as follows: Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye", and Chairman Brady, "Aye". The motion passes 4-0.

9. Resolution 2026-03 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule, Adding an Annual Fee for Use of the Tooele City Police Department Gun Range

Presented by Adrian Day, Police Chief

Chief Day advised the Council that the resolution was updated by the city attorney as per discussion in the work meeting to include the police academy with police agencies. It establishes a \$1,000 annual fee for users of the city firearm range to cover maintenance, weed suppression, and equipment costs.

Motion: Council Hansen moved to approve Resolution 2026-03 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule, Adding an Annual Fee for Use of the Tooele City Police Department Gun Range. Councilman Gossett seconded the motion.

The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; and Chairman Brady, "Aye". The motion passes 4-0.

10. Resolution 2026-05 A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for Holiday Oil on Franks Drive

Presented by John Perez, Economic Development Director

Mr. Perez reported that Holiday Oil has requested 2.27 acre-feet of water for their site at the northeast corner of Frank's Drive and 1000 North. The proposal aligns with city policy and includes an estimated capital investment of \$7.5–\$8 million, with the creation of 10–15 jobs. Wages are projected at \$14–\$18 per hour for cashiers, \$35,000–\$55,000 annually for assistant managers, and approximately \$80,000 for the store manager. Projected new sales include \$3.5 million from convenience store operations, with estimated city sales tax revenue between \$20,000–\$30,000 annually. The water fee for the 2.27 acre-feet was calculated at \$79,450 and confirmed by City Engineer Paul Hansen. Usage data from similarly sized stores was also provided to support the request.

Motion: Councilman Gossett moved approve Resolution 2026-05 A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for Holiday Oil on Franks Drive. Councilwoman Gochis seconded the motion.

The vote was as follows: Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; and Chairman Brady, "Aye". The motion passes 4-0.

11. Invoices & Purchase Orders

Presented by Shilo Baker, City Recorder

Ms. Baker reported one invoice for the City's annual subscription to RingCentral which is the City's phone system, totaling \$34,397.98.

Motion: Councilman Hansen moved to approve the invoice. Councilwoman Gochis seconded the motion.

The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; and Chairman Brady, "Aye". The motion passes 4-0.

12. **Minutes**

~January 21, 2026 Business Meeting Minutes

Motion: Councilwoman Gochis moved to approve the January 21, 2026 Business Meeting Minutes. Councilman Gossett seconded the motion.

The vote was as follows: Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passes 4-0.

13. **Adjourn**

Chairman Brady adjourned the meeting at 7:36 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 February, 2026

Justin Brady, City Council Chair