PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, September 2, 2026 immediately following the 7:00 p.m. RDA 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.tooelecity.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@tooelecity.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/@tooelecity*** *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@tooelecity.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. **America250 Tribute – Girls Nation in Washington D.C. Presentation**
   Presented by Haley McCraken, Miss Teen Tooele City

4. **Presentation by Disabled American Veterans (DAV), Jordan M. Byrd, Tooele County Chapter 20**

5. **Public Comment Period**
   The Public Comment Period is an opportunity for residents to address the City Council. Comments will be limited to no more than three (3) minutes per person unless additional time is authorized by the Governing Body.

6. **Public Hearing and Motion on Ordinance 2026-22** An Ordinance of the Tooele City Council Vacating the Southern Twenty-Foot Portion of Utah Avenue Located Between the Railway Crossing and 1100 West
   Presented by Paul Hansen, City Engineer

7. **Public Hearing and Motion on Ordinance 2026-20** An Ordinance of the Tooele City Council Amending Tooele City Code Section 7-16a-3, Regarding Commercial Special Districts' Eligibility and Size
   Presented by Andrew Aagard, Community Development Director

8. **Public Hearing and Motion on Ordinance 2026-23** An Ordinance of the Tooele City Council Creating the Compass Point Commercial Special District, Thereby Amending the Tooele City Zoning Map and Reassigning the Land Use Designation for Properties Identified as Area "A" at 3100 North and SR-36, Area "B" at 800 West and 1000 North, Area "C" at 3300 North 400 West, and Area "D" at 1200 West and 2400 North
   Presented by Andrew Aagard, Community Development Director

9. **Public Hearing and Motion on Ordinance 2026-25** An Ordinance of the Tooele City Council Enacting Chapter 7-11c of the Tooele City Code Regarding Architectural Design Standards for Commercial Development
   Presented by Andrew Aagard, Community Development Director

10. **Ordinance 2026-24** An Ordinance of Tooele City Amending Tooele City Code Section 8-3-3 Regarding Garbage Collection for Private Access Dwellings
    Presented by Matt Johnson, City Attorney

11. **Resolution 2026-65** A Resolution of the Tooele City Council Increasing the Planning Commission Stipend
    Presented by Andrew Aagard, Community Development Director

12. **Resolution 2026-66** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Include Increased Water Meter Costs
    Presented by Nathan Farrer, Public Works Director

13. **Resolution 2026-67** A Resolution of the Tooele City Council Approving an Agreement with COP Construction, LLC, for the 2026 Water Reclamation Facility Upgrades Construction Project
    Presented by Nathan Farrer, Public Works Director

14. **Resolution 2026-69** A Resolution Authorizing the Issuance and the Sale of Not to Exceed $14,000,000 Aggregate Principal Amount of Sewer Revenue Bonds
    Presented by Shannon Wimmer, Finance Director

15. **Resolution 2026-64** A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment, and Authorizing Its Disposal
    Presented by Shilo Baker, City Recorder

16. **Resolution 2026-68** A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Public Works Department)
    Presented by Shilo Baker, City Recorder

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

18. **Minutes**
    ~ August 5, 2026 City Council Work Meeting Minutes
    ~ August 5, 2026 City Council & Water Special Service District Business Meeting Minutes
    ~ August 19, 2026 City Council Business Meeting Minutes

19. **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 2026-22

AN ORDINANCE OF THE TOOELE CITY COUNCIL VACATING THE SOUTHERN TWENTY-FOOT PORTION OF UTAH AVENUE LOCATED BETWEEN THE RAILWAY CROSSING AND 1100 WEST

WHEREAS, Tooele City has initiated a petition to vacate twenty feet of the southern portion of Utah Ave ROW between the railway crossing and 1100 West; and,

WHEREAS, the Petition complies with the requirements for right-of-way vacations, as described in UCA Section 10-20-813; and,

WHEREAS, the ROW contains approximately 14,4810 square-feet (0.34 acres); and,

WHEREAS, the ROW runs ***west*** and ***east***, and is bounded by the railway crossing on the ***west***, and 1100 West Road on the ***east***, the industrial property to the ***north***; and,

WHEREAS, the Affected Parcel of the property to the south is listed as 02-009-0-0013 (Entry No. 175918); and,

WHEREAS, the land owners have contracted to have the ROW surveyed (see the surveyed right-of-way legal description(s) attached hereto as Exhibit A); and,

WHEREAS, the property proposed to be vacated is as shown and attached hereto as Exhibit B; and,

WHEREAS, pursuant to UCA Section 72-5-105, “title to the vacated [ROW] . . . shall vest to the adjoining record owners, with the vacated portion of the [ROW] assessed to the adjoining owner”; and,

WHEREAS, the railroad crossing located west of the subject property will not be widened beyond its existing configuration, and the City does not anticipate improving the full 109-foot width of the Utah Avenue right-of-way because the additional right-of-way is not necessary for future public roadway improvements and would primarily benefit the adjoining property rather than the general public; and,

WHEREAS, the City has identified underground utilities and infrastructure located in and under the ROW, namely, Beehive Broadband, Comcast, Depot Broadband LLC, Enbridge Gas Utah, Rocky Mountain Power, Settlement Canyon Irrigation, and Tooele City; and,

WHEREAS, it is in the public interest, and necessary for the protection of public safety and utility service continuity, for the City to explicitly reserve and grant a perpetual blanket Public Utility Easement over the entirety of the vacated right-of-way for the benefit of all public and franchised private utility providers having or anticipating facilities within the subject area; and,

WHEREAS, if the ROW is vacated, the City and other entities responsible for the maintenance of public utilities will need access to the utility infrastructure located in and under the ROW; and,

WHEREAS, the City has notified the owners and operators of all known utility facilities, if any, in and under the ROW, and those owners, if any, have been notified of the vacation of the ROW; and,

WHEREAS, the public hearing notice requirements of Utah Code Ann. §10-20-208 have been met; and,

WHEREAS, as required by UCA Sections 10-20-813 and 72-5-105, this ordinance and its exhibits are to be recorded in the office of the Tooele County Recorder to accomplish the vacation of the ROW; and,

WHEREAS, a public hearing was held before the City Council on the Petition on September 2, 2026, during which the City Council considered (1) whether there was good cause to vacate the ROW, and (2) whether the public interest or any person would be materially injured by the vacation of the ROW:

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

1. Good cause exists to vacate the ROW, as follows:
    a. Tooele City has petitioned for the ROW vacation; and,
    b. The portion of ROW vacated has no historic, current, or anticipated future use as transportation rights-of-way and serve no public purpose with the exception of easements for existing and future underground Tooele City public utilities and existing private franchise utilities;
    c. the above-referenced utility companies have been notified to the ROW vacation; and,
    d. the ROW vacation will reserve to Tooele City Corporation utility easements for existing and future Tooele City public utilities in the vacated ROW; and,
    e. the ROW vacation will reserve to the owners of private franchise utilities easements for utilities existing in the vacated ROW as of the date of approval of this ordinance; and,
    f. the public hearing identified no reason why the ROW vacation should not be approved.
2. Neither the public interest nor any person is anticipated to be materially injured by the vacation of the ROW, as follows:
    a. Tooele City has petitioned for the ROW vacation; and,
    b. the portion of ROW vacated has no historic, current, or anticipated future use as transportation rights-of-way and serve no public purpose with the

exception of easements for existing and future underground Tooele City public utilities and existing private franchise utilities;

c. the above-referenced utility companies have been notified of the ROW vacation; and,

d. the ROW vacation will reserve to Tooele City Corporation utility easements for existing and future Tooele City public utilities in the ROW; and,

e. the ROW vacation will reserve to the owners of private franchise utilities easements for utilities existing in the ROW as of the date of approval of this ordinance; and,

f. the public hearing identified no reason why the ROW vacation should not be approved.

3. The ROW, as described above and as depicted and described in Exhibits A and B, is hereby vacated.

4. Title to the vacated ROW shall vest to the adjoining record owner, subject to the perpetual blanket Public Utility Easement reserved herein, as well as any other pre-existing easements, covenants, or encumbrances of record.

5. There is hereby expressly reserved unto Tooele City, all public utility providers, and all private franchised utility companies operating within Tooele City, a perpetual, non-exclusive, blanket Public Utility Easement (PUE) over, under, upon, and across the entire 20-foot vacated right-of-way described in Exhibit A and depicted in Exhibit B. This easement shall burden the vacated land and run with the land in favor of said utility providers, granting them the perpetual right to construct, operate, maintain, repair, replace, inspect, and access any and all existing or future utility lines, pipes, cables, wires, mains, and related facilities, together with rights and ingress and egress.

6. Easements for all existing utilities (including, but not limited to, water, sewer, power, gas, communications, cable, and other public utilities and private franchise utilities) located in and under the vacated and remaining ROW are hereby expressly preserved in favor of the utility owners.

7. Easements for all future Tooele City utilities in and under the vacated and remaining ROW are hereby expressly preserved in favor of Tooele City.

8. The City Recorder shall record this ordinance, together with its exhibits, 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 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 _____, 20__.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____
[Type or Print Name]

_____ _____
[Type or Print Name]

_____ _____
[Type or Print Name]

_____ _____
[Type or Print Name]

_____ _____
[Type or Print Name]

ABSTAINING: _____
[Type or Print Name]

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____
[Type or Print Name]

ATTEST: Approved as to Form:

_____ _____
Shilo Baker, City Recorder Matthew C. Johnson, City Attorney

S E A L

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Maresa Manzione, who did affirm to me that she is the Mayor of Tooele City Corporation, and that she did execute the foregoing ordinance with due authority this ____ day of _____, 2026.

_____
Notary Public
Residing in Tooele County, Utah

EXHIBIT A

ROW Vacation Legal Description

Docusign Envelope ID: CA36BA6E-D1AE-85DE-82D6-39CAF45F38F3

TOOELE CITY, TOOELE COUNTY, UTAH
JOB NO. 8124-01
06-25-2026

UTAH AVENUE RIGHT-OF-WAY VACATION LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD AND THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF UTAH AVENUE, SAID POINT BEING 154.55 FEET SOUTH 00°05'12" EAST ALONG THE SECTION LINE AND 737.73 FEET NORTH 89°54'48" EAST FROM THE NORTHWEST CORNER OF SAID SECTION 29 (SAID NORTHWEST CORNER BEING 5293.32 FEET NORTH 00°05'12" WEST FROM THE SOUTHWEST CORNER OF SAID SECTION 29); THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD AND ALONG A CURVE TURNING TO THE LEFT WITH A RADIUS OF 5679.50 FEET, AN ARC LENGTH OF 20.37 FEET, A DELTA ANGLE OF 00°12’20”, A CHORD BEARING OF NORTH 34°42’20” EAST, AND A CHORD LENGTH OF 20.37 FEET; THENCE SOUTH 45°34'08" EAST 215.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID CURVE TURNING TO THE LEFT WITH A RADIUS OF 1553.00 FEET, AN ARC LENGTH OF 238.31 FEET, A DELTA ANGLE OF 08°47’31”, A CHORD BEARING OF SOUTH 50°50’42” EAST, AND A CHORD LENGTH OF 238.07 FEET; THENCE SOUTH 34°45'33" WEST, 4.00 FEET TO A POINT ON THE ARC OF A CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE TURNING TO THE LEFT WITH A RADIUS OF 1557.00 FEET, AN ARC LENGTH OF 274.29 FEET, A DELTA ANGLE OF 10°05’37”, A CHORD BEARING OF SOUTH 60°17’16” EAST, AND A CHORD LENGTH OF 273.94 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF UTAH AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF 1100 WEST STREET; THENCE SOUTH 0°07’34” EAST 20.85 FEET ALONG SAID WESTERLY LINE OF 1100 WEST STREET TO THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF UTAH AVENUE AND A POINT ON THE ARC OF A CURVE; THENCE TWO (2) COURSES ALONG SAID SOUTHERLY LINE AS FOLLOWS: (1) NORTHWESTERLY ALONG SAID CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1492.69 FEET, AN ARC LENGTH OF 530.09 FEET, A DELTA ANGLE OF 20°20’50”, A CHORD BEARING OF NORTH 55°42’49” WEST, AND A CHORD LENGTH OF 527.31 FEET; AND (2) NORTH 45°32'24" WEST 209.76 FEET TO THE POINT OF BEGINNING.

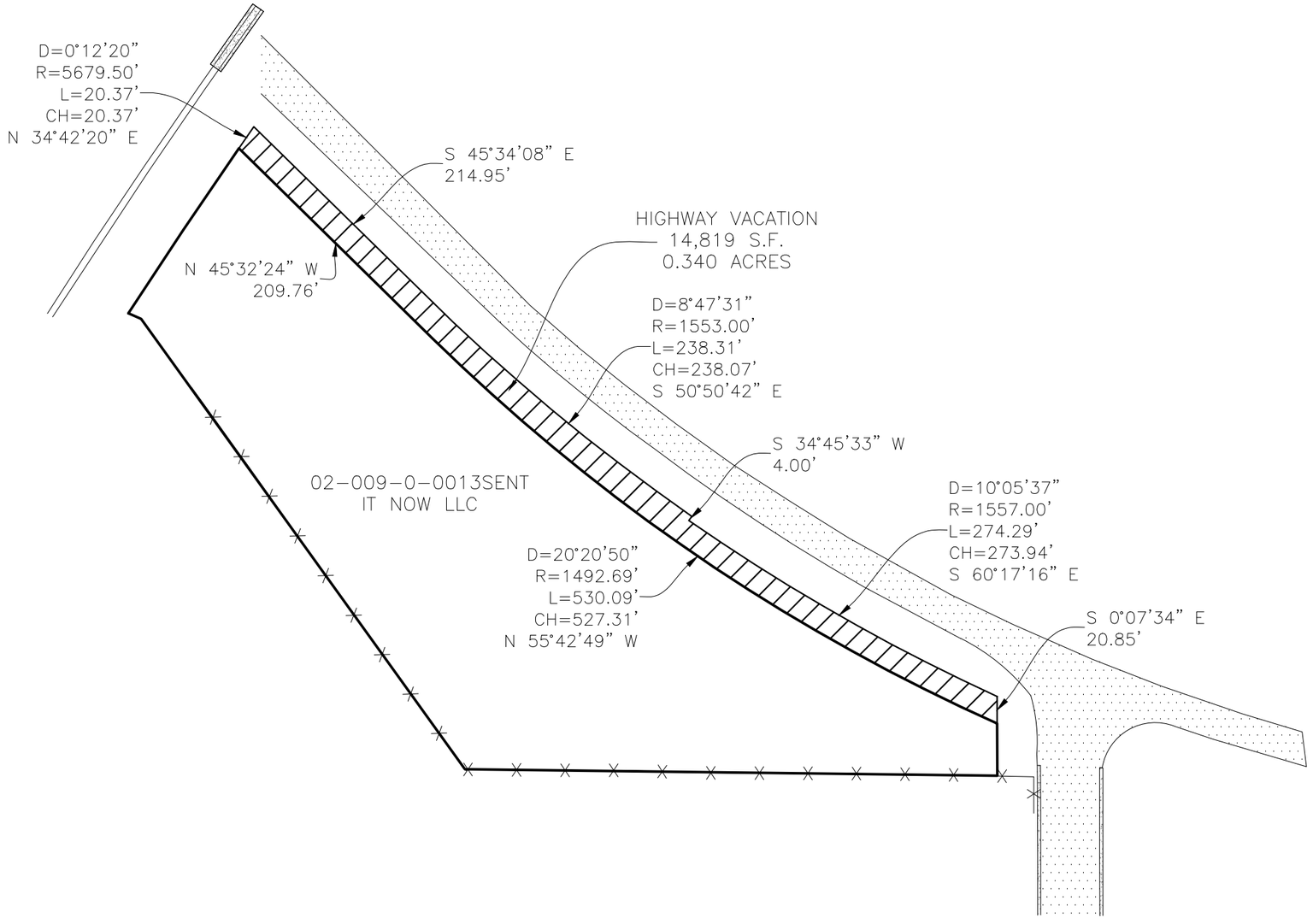
CONTAINING: 14,819 SQUARE FEET OR 0.340 ACRES

EXHIBIT B

RIGHT OF WAY VACATION EXHIBIT

Docusign Envelope ID: CA36BA6E-D1AE-85DE-82D6-39CAF45F38F3

ROAD VACATION EXHIBIT



LEGEND

= HIGHWAY VACATION

= HIGHWAY VACATION

= PROPERTY BOUNDARY

= FENCE

Reeve & Associates, Inc.
5160 S 1500 W, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS * CIVIL ENGINEERS * LAND SURVEYORS
TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS

Project Info.

Designer: J. FELT
Date: 06/29/2026
Name: TOOELE
Number: 8124-01
Scale: 1"=100'

TOOELE CITY CORPORATION

ORDINANCE 2026-20

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING TOOELE CITY CODE SECTION 7-16a-3, REGARDING COMMERICAL SPECIAL DISTRICTS' ELIGIBILITY AND SIZE.

WHEREAS, Utah Code §10-8-84 and §10-20-101 authorize cities to enact ordinances, resolutions, and rules and to enter other forms of land use controls they consider necessary or appropriate for the use and development of land within the municipality to provide for the health, safety, welfare, prosperity, peace, and good order, comfort, convenience, and aesthetics of the municipality; and,

WHEREAS, Tooele City Code ("TCC") Chapter 7-16a provides for the establishment of a Commercial Special District ("CSD"), and TCC §7-16a-3 specifically regulates the eligibility and size requirements for CSDs; and,

WHEREAS, TCC §7-16a-3(2) has the following requirements regarding the size of a CSD: (1) a minimum size of 50 acres; and, (2) that all acreage for inclusion in a single CSD be contiguous and developable; and,

WHEREAS, on May 6, 2026, applicant Jake Finlinson (the "Applicant") submitted an ordinance amendment application, attached as Exhibit A, requesting the City to consider an amendment to TCC §7-16a-3(2) that would permit a CSD to include non-contiguous acreage if the aggregate size of the CSD were larger than 125 acres; and,

WHEREAS, on June 24, 2026, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, considered the Staff Report and its exhibits (attached as Exhibit B), and voted to forward its positive recommendation to the City Council, with additional conditions; and,

WHEREAS, prior to the City Council's consideration of the Applicant's original ordinance amendment application, the Applicant requested to amend its Application to include a means by which a Land Use Map amendment may be considered concurrently as part of the same application as a Commercial Special District application; and,

WHEREAS, on August 12, 2026, the Planning Commission convened a duly noticed public hearing on the amended application, accepted written and verbal comment, considered the Staff Report and its exhibits (attached as Exhibit B), and voted to forward its positive recommendation to the City Council, with the following additional conditions: (1) remove the language "includes not more than three parcels; and, (2) all use of the term "parcel" be replaced with the term "geographical tract" or other appropriate terminology as determined by the City Attorney (see the Planning Commission draft minutes attached as Exhibit C); and,

WHEREAS, City Administration has prepared Exhibit D, which incorporates the Planning Commission's recommendation into the Applicant's proposal, as well as grammatical and other corrections recommended by City Administration; and,

WHEREAS, on September 2, 2026, the City Council convened a duly-advertised

public hearing; and,

WHEREAS, the City Council has considered the potential impact that this Ordinance may have on family health, stability, and formation:

NOW, THEREFORE, BE IT ORDAINED BY TOOELE CITY that Tooele City Code §7-16a-3 is hereby amended to read as shown in Exhibit D.

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, City Attorney

Exhibit A

Proposed Amendments to TCC §7-16a-3

Ordinance Amendment Application

Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2132 Fax (435) 843-2139
www.tooelecity.gov

Notice: The applicant must submit copies of the map amendment proposal to be reviewed by the City in accordance with the terms of the Tooele City Code. Once plans for a map amendment proposal are submitted, the plans are subject to compliance reviews by the various city departments and may be returned to the applicant for revision if the plans are found to be inconsistent with the requirements of the City Code and all other applicable City ordinances. All submitted map amendment proposals shall be reviewed in accordance with the Tooele City Code. Submission of a map amendment proposal in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all applications be submitted well in advance of any anticipated deadlines.

Project Information

20260036

Date of Submission: ~~4/15/2026~~ 5/6/2026

Project Name: CSD Text Amendment

Project Address: Various

Ordinance(s) Proposed for Amendments: 7-16a-3. (2)

Proposed Language (What do you want the Ordinance to say):

Paragraph 2 of 7-16a-3 shall be replaced with the following:
(2) Size. The minimum size for any application for a Commercial Special District shall be 50 acres. All acreage identified for inclusion in a CSD shall be contiguous and developable. In the event the proposed size of the CSD is over 125 acres, the CSD does not need to be contiguous. Land identified as having any of the following conditions may be included within an CSD but shall not be included in the calculation of minimum acreage for CSD eligibility:

Property Owner(s): Perry Homes, Inc LH Perry Investments, LLC			**Applicant(s):** Jake Finlinson		
Address: 17 E Winchester St			Address: 17 E Winchester St		
City: Murray	State: UT	Zip: 84107	City: Murray	State: UT	Zip: 84107
Phone: [redacted]			Phone: 801-264-8800		
Contact Person: Same as applicant			Address: Same as applicant		
Phone:			City:	State:	Zip:
Cellular: [redacted]	Fax: NA		Email: [redacted]		

*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in *Utah Code Ann.* § 63-2-302.5, please inform the city employee accepting this information. Tooele City does not currently share your private, controlled or protected information with any other person or government entity.

Note to Applicant:

Ordinance Amendments are made by ordinance. Any change of the City ordinance shall follow all procedures that are established by city and state law. Since the procedures must be followed precisely, the time for amending the ordinance vary from as little as 2½ months to 6 months or more depending on the size and complexity of the application and the timing.

For Office Use Only 22601 24			
Received By: AM	Date Received: 5.6.24	Fees: $2,000.00	App. #: 853259

1. Why is the ordinance amendment necessary. This amendment will allow for multiple commercial hubs within a large master planned community. This ensures that these hubs have the same design standards to be a cohesive part of the community.

2. How does this proposed ordinance amendment benefit Tooele City as a whole. It ensures consistent design standards across multiple commercial hubs within a master planned community.

3. How does the ordinance as it is currently written not accomplish what you are desiring to accomplish. The ordinance currently has a cap of 50 acres and a contiguous clause.

4. Does this ordinance improve or otherwise impact the health, safety and welfare of Tooele City and its residents. This doesn't negatively impact Tooele City or its residents. It will provide a cohesive design standard across various commercial hubs within a community.

5. Any other pertinent information that will support the ordinance amendment request. This ordinance amendment request is connected to the previous CSD applications that have been submitted by the applicant.

Exhibit B

Staff Report with its Exhibits

STAFF REPORT

August 6, 2026

To: Tooele City Planning Commission
Business Date: August 12, 2026

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, Community Development Director

Re: **Commercial Special Districts Minimum Qualifications– City Code Text Amendment Request**

Applicant: Jake Finlinson, representing Perry Homes, Inc.
Request: Request for approval of a City Code Text Amendment to Tooele City Code 7-16a-3, Residential Special Districts Eligibility and Size, Regarding the Minimum Land Requirements Necessary to Qualify for a Commercial Special District and compliance with the Land Use Map of the General Plan.

BACKGROUND

LH Perry Investments has submitted this Ordinance Text Amendment application requesting a specific amendment to Tooele City Code Title 7 Chapter 16a, CSD Commercial Special Districts. Particularly, TCC 7-16a-3, Residential Special Districts Eligibility and Size. No, that is not a typo, the CSD ordinance actually reads "Residential" and will need to be changed. The applicant is the owner of three large but geographically separate parcels. There is about 60 acres at 3100 North Main Street, about 36 acres at 600 West 1000 North and another 51 acres north of the Overlake Golf Course east of the City's waste water treatment facility. Two of these parcels qualify for a CSD due the parcels being larger than 50 acres. The parcel at 600 West 1000 North does not qualify for a CSD as it is less than the required 50 acres.

The ordinance requires that in order to qualify for a CSD a property must be at least 50 acres and that the property must be "contiguous and developable." The requirement that the properties be contiguous was intentionally included in the language of the code to prevent random pockets of CSD development from popping up throughout the City on properties of varying sizes and configurations.

The applicant has approximately 147 acres when all three parcels are considered and the text amendment they are proposing would permit a CSD to occur on non-contiguous properties if the aggregate size of the CSD is larger than 125 acres. The proposed amendment would then permit the applicant to propose a CSD for all three of their properties as one development under the same CSD standards. Otherwise they would be required to do separate CSDs for the two properties that qualify and would be prohibited from doing a CSD on the 36 acre property at 600 West 1000 North.

This item was heard by the Planning Commission during the June 24, 2026 meeting. At that meeting the Planning Commission voted to recommend in favor of the proposed text amendment along with some edits of their own. Since that meeting the applicant has chosen to amend their application and propose additional changes to the ordinance regarding CSD qualifications. Those new amendments are directed at compliance with the Land Use Map of the General Plan in order to qualify for a CSD.

ANALYSIS

If this amendment were to be adopted it would then permit the applicant to write a new and more inclusive zoning code for all three properties at once. That would essentially be the biggest change from the code as it is

written today. Are there any detrimental or positive impacts from this? None that City Staff can readily identify. Even if the properties were to develop under the same CSD zoning standards they would still be subject to the same level of review and scrutiny they would have received if they each had their own CSD.

One point to consider. There aren't that many commercial properties left in the City that would qualify for non-contiguous development remaining in the City of 125 acres or more. There might be some properties large enough in the Tooele City Business Park (TCBP) but these properties are zoned Industrial and Industrial zones don't qualify for a CSD.

It should also be noted that the 51 acre parcel east of the City's wastewater treatment facility and north of the Overlake Golf Course is not zoned Commercial at this time and is included in the Compass Point RSD. In order for a CSD to qualify on this property the Land Use Map would first need to be amended to a commercial designation and then the RSD changed to include the CSD as part of a Zoning Map Amendment application. These would need to happen before a CSD can be considered on this property.

Another qualification of a CSD is compliance with the Land Use Map of the Tooele City General Plan. The properties being considered for a CSD shall first be designated on the Land Use Map as a commercial land use. The applicant has amended this ordinance amendment application to essentially combine a Land Use Map Amendment application into the same application as the CSD.

Ordinances Affected. TCC 7-16a-3. Residential Special Districts Eligibility and Size.

The proposed amendment will change language in the heading of the ordinance section and shall change the word "Residential" to "Commercial" as this ordinance is applicable only to commercially designated properties. This may be been a simple typo or overlook when the original ordinance was drafted but needs to be corrected.

The proposed amendment will add the following language to paragraph 1 of 7-16a-3.

1. The land use designation of the subject properties being considered for a CSD shall be reviewed as part of the CSD application. If the CSD is approved the Land Use Map designation of the subject properties shall be changed to Regional Commercial.

The proposed amendment will add the following language to paragraph 2 of 7-16a-3.

1. In the event the proposed size of the CSD is over 125 acres, the CSD does not need to be contiguous properties.
2. Makes necessary grammatical changes.

Staff Edits. Staff has not proposed any edits to the applicants proposed text.

Criteria For Approval. The criteria for review and potential approval of a City Code Text Amendment request is found in Sections 7-1A-7 of the Tooele City Code. This section depicts the standard of review for such requests as:

(1) No amendment to the Zoning Ordinance or Zoning Districts Map may be recommended by the Planning Commission or approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Zoning Ordinance or Zoning Districts Map amendment, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
   (a) The effect of the proposed amendment on the character of the surrounding area.
   (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.

(c) Consistency and compatibility with the General Plan Land Use Map for adjoining and nearby properties.
(d) The suitability of the properties for the uses proposed viz. a. viz. the suitability of the properties for the uses identified by the General Plan.
(e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
(f) The overall community benefit of the proposed amendment.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the City Code Text Amendment request and has issued the following comment:

1. This proposed ordinance amendment request is sound. Staff cannot identify any detrimental impacts that will result from this amendment and the number of these CSD's in Tooele City will be very limited due to the lack of available commercial parcels large enough to qualify for a CSD.
2. Staff cannot readily identify any positive or detrimental impacts to the City from combining a Land Use Map amendment application and a CSD application into one application as described in this proposal. However, the request to combine does benefit the applicant by reducing the number of public hearings they have to do, reduces the number of applications that are submitted and reduces the amount of fees paid to the City.

Engineering and Public Works Review. The Tooele City Engineering Division and Public Works Department has completed their review of the City Code Text Amendment request and has issued the following comment:

1. No comments from the City Engineer or the Public Works Department.

Noticing. The City staff have issued appropriate public notice as required in the City and State Codes.

STAFF RECOMMENDATION

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

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

1. The effect the text amendment may have on potential applications regarding the character of the surrounding areas.
2. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed text amendment is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the proposed text amendment on properties which may utilize its provisions for potential development applications.
6. The degree to which the proposed text amendment may effect an application's impact on the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed text amendment may effect an application's impact on the general aesthetic and physical development of the area.
8. The degree to which the proposed text amendment may effect the uses or potential uses for

adjoining and nearby properties.

9. The overall community benefit of the proposed amendment.
10. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the proposed ordinance amendments to Tooele City Code 7-16a-3. Residential Special Districts Elibility and Size, regarding minimum land requirements to qualify for a Commercial Special District, based on the following findings:"

1. List findings …

Sample Motion for a Negative Recommendation – "I move we forward a negative recommendation to the City Council for the proposed ordinance amendments to Tooele City Code 7-16a-3. Residential Special Districts Elibility and Size, regarding minimum land requirements to qualify for a Commercial Special District, based on the following findings:"

1. List findings …

EXHIBIT A

PROPOSED AMENDMENTS WITH EDITS AND A CLEANED VERSION

7-16a-3. ~~Residential~~ Commercial Special Districts Eligibility and Size.

(1) Land Use. The Land Use Designation of the subject properties involved in an application shall be reviewed as part of the process to consider and adopt a CSD. If the CSD is adopted by the City Council, after recommendation by the Planning Commission, the Land Use Map shall automatically be amended to a Regional Commercial Land Use designation. ~~Properties identified within an application for a Commercial Special District shall first be identified on the Land Use Map of the General Plan and assigned to a commercial land use designation.~~ Mixed-use, special use, and industrial land uses shall not be considered a commercial land use for the purpose of considering eligibility for a~~n~~ CSD.

(2) Size. The minimum size for any application for a Commercial Special District shall be 50 acres. All acreage identified for inclusion in a~~n~~ CSD shall be contiguous and developable. In the event the proposed size of the CSD is over 125 acres, includes not more than 3 parcels and each parcel being larger than 30 acres, the CSD does not need to be contiguous. If the proposed CSD does not meet these three criteria the CSD must comply with standard CSD qualification requirementsLand identified as having any of the following conditions may be included within a~~n~~ CSD but shall not be included in the calculation of minimum acreage for CSD eligibility:

(a) slopes prohibiting development;

(b) environmentally sensitive conditions, such as but not limited to drainage channels, lakes, or ponds;

(c) preservation designations, such as conservation easements;

(d) publicly owned lands; or

(e) properties previously approved for development under a land use application or building permit.

(3) Eligibility. Any application for a Commercial Special District that does not fully comply with the requirements of this section shall be considered ineligible for consideration as an CSD and denied.

7-16a-3. Commercial Special Districts Eligibility and Size.

(1) Land Use. The Land Use Designation of the subject properties involved in an application shall be reviewed as part of the process to consider and adopt a CSD. If the CSD is adopted by the City Council, after recommendation by the Planning Commission, the Land Use Map shall automatically be amended to a Regional Commercial Land Use designation. Mixed-use, special use, and industrial land uses shall not be considered a commercial land use for the purpose of considering eligibility for a CSD.

(2) Size. The minimum size for any application for a Commercial Special District shall be 50 acres. All acreage identified for inclusion in a CSD shall be contiguous and developable. In the event the proposed size of the CSD is over 125 acres, includes not more than 3 parcels and each parcel being larger than 30 acres, the CSD does not need to be contiguous. If the proposed CSD does not meet these three criteria the CSD must comply with standard CSD qualification requirements. Land identified as having any of the following conditions may be included within a CSD but shall not be included in the calculation of minimum acreage for CSD eligibility:

(a) slopes prohibiting development;

(b) environmentally sensitive conditions, such as but not limited to drainage channels, lakes, or ponds;

(c) preservation designations, such as conservation easements;

(d) publicly owned lands; or

(e) properties previously approved for development under a land use application or building permit.

(3) Eligibility. Any application for a Commercial Special District that does not fully comply with the requirements of this section shall be considered ineligible for consideration as an CSD and denied.

EXHIBIT B

APPLICANT SUBMITTED INFORMATION

Ordinance Amendment Application

Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2132 Fax (435) 843-2139
www.tooelecity.gov

Notice: The applicant must submit copies of the map amendment proposal to be reviewed by the City in accordance with the terms of the Tooele City Code. Once plans for a map amendment proposal are submitted, the plans are subject to compliance reviews by the various city departments and may be returned to the applicant for revision if the plans are found to be inconsistent with the requirements of the City Code and all other applicable City ordinances. All submitted map amendment proposals shall be reviewed in accordance with the Tooele City Code. Submission of a map amendment proposal in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all applications be submitted well in advance of any anticipated deadlines.

Project Information

20260036

Date of Submission:	~~4/15/2026~~ 5/6/2026
Project Name:	CSD Text Amendment
Project Address:	Various
Ordinance(s) Proposed for Amendments:	7-16a-3. (2)

Proposed Language (What do you want the Ordinance to say):

Paragraph 2 of 7-16a-3 shall be replaced with the following:
(2) Size. The minimum size for any application for a Commercial Special District shall be 50 acres. All acreage identified for inclusion in a CSD shall be contiguous and developable. In the event the proposed size of the CSD is over 125 acres, the CSD does not need to be contiguous. Land identified as having any of the following conditions may be included within an CSD but shall not be included in the calculation of minimum acreage for CSD eligibility:

Property Owner(s):	Perry Homes, Inc LH Perry Investments, LLC		**Applicant(s):**	Jake Finlinson	
Address:	17 E Winchester St		Address:	17 E Winchester St	
City:	Murray	State: UT Zip: 84107	City:	Murray	State: UT Zip: 84107
Phone:	[redacted]		Phone:	801-264-8800	
Contact Person:	Same as applicant		Address:	Same as applicant	
Phone:			City:	State:	Zip:
Cellular:	[redacted]	Fax: NA	Email:	[redacted]	

*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in *Utah Code Ann.* § 63-2-302.5, please inform the city employee accepting this information. Tooele City does not currently share your private, controlled or protected information with any other person or government entity.

Note to Applicant:

Ordinance Amendments are made by ordinance. Any change of the City ordinance shall follow all procedures that are established by city and state law. Since the procedures must be followed precisely, the time for amending the ordinance vary from as little as 2½ months to 6 months or more depending on the size and complexity of the application and the timing.

For Office Use Only

2260124

Received By:	Date Received:	Fees:	App. #:
AM	5.6.24	$2,000.00	853259

1. Why is the ordinance amendment necessary. This amendment will allow for multiple commercial hubs within a large master planned community. This ensures that these hubs have the same design standards to be a cohesive part of the community.

2. How does this proposed ordinance amendment benefit Tooele City as a whole. It ensures consistent design standards across multiple commercial hubs within a master planned community.

3. How does the ordinance as it is currently written not accomplish what you are desiring to accomplish. The ordinance currently has a cap of 50 acres and a contiguous clause.

4. Does this ordinance improve or otherwise impact the health, safety and welfare of Tooele City and its residents. This doesn't negatively impact Tooele City or its residents. It will provide a cohesive design standard across various commercial hubs within a community.

5. Any other pertinent information that will support the ordinance amendment request. This ordinance amendment request is connected to the previous CSD applications that have been submitted by the applicant.

Exhibit C

Planning Commission Draft Minutes

Tooele City Planning Commission
Business Meeting Minutes

Date: August 12, 2026
Time: 7:00 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

Planning Commissioners Present:
Melanie Hammer
Chris Sloan
Jon Proctor
Tyson Hamilton
Weston Jensen
Kelley Anderson
Sarah Faircloth, Alternate
Frank Linford, Alternate

Excused:
Amanda Cordova

Council Member Liaisons:
Ed Hansen
Jon Gossett, Excused

Staff Present:
Andrew Aagard, Community Development Director
Anna Anglin, City Planner
Matt Johnson, City Attorney
Paul Hansen, City Engineer
Teresa Young, Clerk/Minute Composition

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**

   Chairman Hamilton opened the meeting at 7:00 p.m. and led the Pledge of Allegiance.

   Chairman Hamilton provided a quick announcement for applicants, the public, and everyone involved: "There has been a significant increase in fraudulent phishing requests using information from public notices related to Planning Commission meetings. Please be aware that Tooele City only collects fees at the time of application submittal and will never request additional payments via wire transfer. All official emails from Tooele City will end in @tooelecity.gov. If you receive a payment request from any other email after submitting your application, it is fraudulent. Do not send money, and please contact the Tooele City Community Development Department immediately to report it. Stay vigilant and protect your information and assets."

2. **Roll Call**

   Melanie Hammer, Present

Chris Sloan, Present
Sarah Faircloth, Present
Weston Jensen, Present
Kelley Anderson, Present
Jon Proctor, Present

3. **Public Hearing To consider a Conditional Use Permit request by Matthew Clawson to authorize a detached accessory structure that exceeds the 8% maximum lot coverage restriction in the R1-7 zoning district, located at approximately 346 East 200 South**

Ms. Anglin presented a request for a Conditional Use Permit for a detached accessory structure at 346 East 200 South in the R17 Residential Zone. The proposed structure would increase the combined detached accessory structure coverage to 17.2% of the lot, exceeding the 8% limitation; however, total lot coverage would remain below the 35% maximum allowed in the R17 zone. The proposal would remove an existing non-complying shed and replace it with a structure that meets all applicable setbacks, separation, and utility easement requirements. Planning Staff noted that detached garages and accessory structures of varying sizes are common in the older neighborhood and did not anticipate significant adverse impacts to surrounding properties. Planning Staff recommended approval, subject to limiting the detached accessory structure coverage to the approved 17.2% and requiring all applicable building permits and inspections.

Chairman Hamilton opened the public hearing at 7:05 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:06 p.m.

Motion: Commissioner Linford moved to approve the Conditional Use Permit Request by Matthew Clawson, for the purpose of permitting a detached accessory structure to exceed the 8% total lot coverage restrictions, application number 2026054, based on the findings and subject to the conditions listed in the Staff Report dated August 5, 2026. Commissioner Anderson seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”; Commissioner Proctor, “Aye”, Commissioner Linford, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

Commissioner Sloan suggested that the Planning Commission consider revisiting the 8% limitation on detached accessory structures while maintaining the existing 35% maximum total lot coverage. He noted that allowing greater accessory structure coverage could provide property owners more flexibility and reduce the need for extensive landscaping, while still maintaining the overall lot coverage restriction. Planning Staff indicated they could research how other cities regulate accessory structures and bring the information back for the Commission’s consideration.

4. **Public Hearing and Recommendation on a proposed text amendment request by Perry Homes, and LH Perry Investments to Tooele City Code Title 7 Chapter 16a-3, Residential Special Districts Eligibility and Size, regarding the contiguity requirement qualification of proposed Commercial Special Districts and initial compliance with the City’s Land Use Map of the General Plan**

Mr. Aagard and the Planning Commission discussed the applicant’s proposed text amendment to the Commercial Special District (CSD) ordinance. Mr. Aagard explained that the applicant had revised the proposal since the Planning Commission’s previous review, including a request to allow the land use map amendment to be considered as part of the CSD application. The applicant, Jake Finlinson with

Perry Commercial, explained that the proposed changes would allow several areas to be included within one CSD and would help plan for a potential future transportation corridor.

The primary discussion centered on the proposed limitation of no more than three parcels. The applicant explained that this restriction would require multiple CSD applications and would be more cumbersome. Planning Commissioners discussed the distinction between individual parcels and larger continuous tracts of land and agreed that the wording could create confusion. The Planning Commission generally supported removing the three-parcel limitation while maintaining a 30-acre minimum and using clearer terminology such as "tract of land" or "geographical area." Planning Staff was asked to wordsmith the amendment to clearly reflect the Planning Commission's intent.

The applicant also explained that combining the land use map amendment with the CSD application would make the process more consistent with the residential special district process and eliminate an additional application and waiting period.

The discussion concluded with the Planning Commission generally supportive of the proposed changes, with staff to clarify the language before the item proceeds to the City Council.

Chairman Hamilton opened the public hearing at 7:25 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:25 p.m.

Motion: Commissioner Sloan motion to move forward a positive recommendation to the City Council for the proposed ordinance amendments to Tooele City Code 7-16a-3. Residential Special Districts Eligibility and Size, regarding minimum land requirement to qualify for a Commercial Special District. To include the staff-recommended changes to remove the language "includes not more than three parcels" and to replace the term "parcel" with "geographical tract" or other appropriate terminology as determined by the City Attorney. Commissioner Proctor seconded the motion. The vote was as follows: Commissioner seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye", Commissioner Linford, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 7-0.

5. **Public Hearing and Recommendation on a proposed partial street vacation of a twenty (20) foot strip of public right-of-way along the southern portion of Utah Avenue, extending approximately 738 linear feet between the railroad crossing to the west and the 1100 west Intersection to the east, which would reduce the existing right-of-way width of Utah Ave from approximately 109 feet to approximately 89 feet**

Ms. Anglin presented a request to vacate a 20-foot strip of excess right-of-way along the south side of Utah Avenue. The City supports the vacation because the railroad crossing to the west is not expected to be expanded, so the additional right-of-way is not anticipated to be needed for future roadway improvements. The vacated area would be joined with the property to the south.

The primary concern raised during the noticing process involved an existing gas line and the associated utility easement. The proposed ordinance reserves a perpetual public utility easement over the vacated area, protecting existing and future utilities. Planning Staff found no anticipated impacts to transportation, emergency access, or other public functions and determined that the statutory criteria for

the vacation were met. Planning Staff recommended approval of the ordinance by the Planning Commission and City Council.

Chairman Hamilton opened the public hearing at 7:30 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:30 p.m.

Motion: Commissioner Jensen move that the Planning Commission forward a recommendation to the City Council for approval of Ordinance No. 2026-22, vacating a 20-foot portion of the Utah Avenue public right-of-way extending approximately 738 linear feet between 1100 West and the railroad tracks, application number 2026052, based on the finding contained in the Staff Report dated August 5, 2026. Commissioner Linford seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye", Commissioner Linford, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 7-0.

6. **Public Hearing and Recommendation on proposed amendments to Tooele City Code Tile 7, Uniform Zoning Code of Tooele City, by adopting Chapter 11c Design Standards: Commercial, establishing architectural standards for commercial development in Tooele City's commercial, industrial and mixed-use zoning districts**

Mr. Aagard presented proposed amendments to Title 7, Chapter 11C establishing architectural design standards for commercial development. The proposed standards are intended to maintain the quality and appearance of commercial development already occurring in the City rather than create unnecessary burdens for developers. The standards address building facades, roofline variation, exterior materials, mechanical equipment screening, dumpster enclosures, drive-through screening, commercial accessory structures, and shipping containers.

The Planning Commission discussed several concerns and potential revisions, including how the standards would apply to the downtown overlay and historic buildings, clarification of the language for drive-through screening, the 75% limitation on a single building material or color, and how the standards would apply to visible versus less-visible building facades. Planning Commissioners also discussed the treatment of existing buildings and major renovations and whether older structures should receive an exemption or be treated differently.

The Planning Commission generally supported the concept of having architectural standards but expressed concern about unintended consequences and the possibility of overly restrictive or subjective requirements in the future. Planning Commissioners discussed using the appeal process as a way to address unique buildings, corporate branding, historic structures, or other circumstances that do not fit the standard requirements.

The Planning Commission ultimately identified several items for Planning staff to review and clarify before moving forward, including a possible downtown overlay or historic-building exemption, revised drive-through screening language, clarification of the 75% material requirement, identification of which building facades are subject to the standards, and consideration of a date-based exemption for existing structures. The item was discussed as a potential candidate to be tabled while Planning staff makes the requested revisions.

Chairman Hamilton opened the public hearing at 8:11 p.m.

Dave Staple, who identified himself as being involved with the Tooele Flexplex, spoke in support of considering the zoning context when applying the proposed architectural standards. He explained that in some industrial areas, particularly those zoned L1, metal buildings are common because they are often necessary to make projects financially feasible. He expressed concern that requiring extensive architectural features such as columns, arches, or enhanced facades in an area already dominated by metal industrial buildings could make a new building look out of place and inconsistent with the surrounding development.

At the same time, Mr. Staple acknowledged the value of architectural standards in areas where the surrounding development has a different character. He agreed that a metal building placed in an area where more attractive or traditional architectural features are expected may appropriately require a facade treatment or other design elements.

Mr. Staple suggested that the City take a closer look at which zoning districts and areas the proposed architectural standards would apply to, rather than applying the same requirements uniformly. He specifically noted that imposing requirements designed for more commercial or visually prominent areas on industrial areas such as the Depot could result in buildings that do not fit the existing character of the area and could create unnecessary costs. He encouraged the Planning Commission to consider the existing development and character of each area when determining the appropriate architectural standards.

Seeing no other members of the public, Chairman Hamilton closed the public hearing at 8:12 p.m.

Motion: Commissioner Linford moved to forward a positive recommendation to the City Council to adopt the proposed Tooele City Code Title 7, Chapter 11C, Design Standards for Commercial Ordinance, as included in Exhibit A of the report. The motion included recommendations to revise the wording regarding "screening" and to clarify the definition of the building sides/facades subject to the standards. Commissioner Linford stated that the remaining concerns could be addressed through the ordinance's existing appeal process. Commissioner Hammer seconded the motion.

Planning Commissioners, Councilman Hansen, and Mr. Aagard discussed the proposed commercial architectural standards and how they should apply to different areas of the City. Councilman Hansen raised concerns about applying the standards to industrial areas where metal buildings may be necessary to make projects financially feasible. The discussion focused on whether the standards should be modified or limited in industrial zones while still addressing the appearance of buildings that are highly visible from public rights-of-way and major City gateways.

The group generally agreed that the intent of the ordinance is to improve the appearance of development as viewed from public areas rather than unnecessarily restrict businesses or dictate how they design their buildings. Councilman Hansen emphasized the importance of balancing property rights and development costs with the City's goal of maintaining attractive gateways. The discussion also addressed established corporate branding, with IKEA used as an example, and whether the ordinance's corporate-branding provision would allow distinctive designs without requiring an appeal.

The Planning Commissioners and Councilman Hansen also discussed how the standards could affect older and existing buildings when structural renovations are made. Concern was expressed that requiring older buildings to meet new architectural standards could create significant financial burdens

for property owners. The possibility of grandfathering provisions or other language to address existing buildings was discussed.

Mr. Aagard and the Planning Commission also considered whether additional revisions were needed regarding industrial zones, visibility from public rights-of-way, corporate branding, existing buildings, and the overall purpose and scope of the ordinance. The discussion recognized that the proposed standards are new and may need to be adjusted over time as the City gains experience applying them. Councilman Hansen indicated that he was comfortable with the Planning Commission forwarding its recommendation to the City Council, where the Council could further review and revise the ordinance as needed.

The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Nay", Commissioner Linford, "Aye"; Commissioner Jensen, "Nay"; Commissioner Anderson, "Nay"; and Chairman Hamilton, "Nay". Motion was 2-5. Motion did not pass.

Motion: Commissioner Sloan moved to table the proposed commercial architectural standards ordinance to allow Mr. Aagard additional time to review the Planning Commission's comments and refine the proposed ordinance. The motion was intended to allow staff to further develop the proposal rather than send it to the City Council before the Commission was comfortable with the language. Commissioner Proctor seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye", Commissioner Linford, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed to table 7-0.

7. **Decision on a Site Plan Review approval requested by Larry Jacobson, representing SandRock Development, for the Millennial Park Phase 2 Townhomes Subdivision, a proposed 24-unit townhome development on approximately 1.5 acres located at the northeast corner of 400 North and 300 West in the MR-16 Multi-Family Residential zoning district**

Ms. Anglin presented a request to reapprove the Millennial Park Phase Two Site Plan. The Planning Commission originally approved the project in December 2023, but that approval has since expired. The proposed development includes 24 individual townhome lots, common landscaped areas, a children's play area, and required parking. Due to the proximity of the northern private drive to Henwood Drive, the applicant has agreed to restrict the connection to one-way ingress and emergency access only.

Planning Staff determined that the proposed development meets or exceeds the City's multifamily design standards and recommended approval, subject to outstanding Engineering and Public Works comments being addressed as a condition of approval. During the discussion, Commissioner Linford declared a conflict of interest and requested an ex parte exclusion from the dais. He stated that he would abstain from voting on the item.

Motion: Commissioner Proctor moved to approve the Site Plan Design Review request by Larry Jacobson, representing SandRock Development for Millennial Park Phase 2, application number 2025101, based on the findings and subject to the conditions listed in the Staff Report dated June 17, 2026. Commissioner Anderson seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye", Commissioner Linford abstained due to conflict of interest; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and

Chairman Hamilton, "Aye". The motion passed 6-0.

8. **City Council Reports**

Councilman Hansen provided an update on the recent City Council discussion regarding data centers. He noted that the City Council recently voted not to allow data centers at this time, while allowing the City to evaluate the issue in the future as more information becomes available.

He also reported that the long-discussed property between the Masonic Temple and the Depot has changed direction. The previously anticipated development will no longer move forward following the City Council's approval of changes involving the property donation to the City. The City will now retain the property, providing an opportunity for a future public use, potentially including a park.

9. **Decision Review and Decision – July 22, 2026 Planning Commission meeting minutes**

There were not corrections to the minutes.

Motion: Commissioner Anderson moved to approve the July 22, 2026 Planning Commission Meeting Minutes. Commissioner Proctor seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye"; Commissioner Linford, "Aye"; Commissioner Jensen, "Aye"; and Commissioner Anderson, "Aye." Chairman Hamilton was absent from the July 22, 2026 meeting and did not participate in the vote. The motion passed 6-0.

10. **Adjourn**

Chairman Hamilton adjourned the meeting at 8:35 p.m.

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

Approved this _____ day of August, 2026

_____
Tyson Hamilton, Tooele City Planning Commission Chair

DRAFT

Exhibit D

Proposed Amended TCC § 7-16a-3
as Recommended by Planning Commission

7-16a-3. ~~Residential~~ Commercial Special Districts Eligibility and Size.

(1) Land Use. The Land Use Designation of the subject properties involved in an application shall be reviewed as part of the process to consider and adopt a CSD. If the CSD is adopted by the City Council, after recommendation by the Planning Commission, the Land Use Map shall automatically be amended to a Regional Commercial Land Use designation. ~~Properties identified within an application for a Commercial Special District shall first be identified on the Land Use Map of the General Plan and assigned to a commercial land use designation.~~ Mixed-use, special use, and industrial land uses shall not be considered a commercial land use for the purpose of considering eligibility for a~~n~~ CSD.

(2) Size. The minimum size for any application for a Commercial Special District shall be 50 acres. All acreage identified for inclusion in a~~n~~ CSD shall be contiguous and developable. In the event the proposed size of the CSD is over 125 acres and each individual tract of land being larger than 30 acres, the CSD does not need to be contiguous. If the proposed CSD does not meet these three criteria the CSD must comply with standard CSD qualification requirements Land identified as having any of the following conditions may be included within a~~n~~ CSD but shall not be included in the calculation of minimum acreage for CSD eligibility:

(a) slopes prohibiting development;

(b) environmentally sensitive conditions, such as but not limited to drainage channels, lakes, or ponds;

(c) preservation designations, such as conservation easements;

(d) publicly owned lands; or

(e) properties previously approved for development under a land use application or building permit.

(3) Eligibility. Any application for a Commercial Special District that does not fully comply with the requirements of this section shall be considered ineligible for consideration as an CSD and denied.

TOOELE CITY CORPORATION

ORDINANCE 2026-23

AN ORDINANCE OF THE TOOELE CITY COUNCIL CREATING THE COMPASS POINT COMMERICAL SPECIAL DISTRICT, THEREBY AMENDING THE TOOELE CITY ZONING MAP AND REASSIGNING THE LAND USE DESIGNATION FOR PROPERTIES IDENTIFIED AS AREA "A" AT 3100 NORTH AND SR-36, AREA "B" AT 800 WEST AND 1000 NORTH, AREA "C" AT 3300 NORTH 400 WEST, AND AREA "D" AT 1200 WEST AND 2400 NORTH.

WHEREAS, Utah Code §10-20-401, *et seq.*, requires and provides for the adoption of a "comprehensive, long-range plan" (hereinafter the "General Plan") by each Utah city and town, which General Plan contemplates and provides direction for (a) "present and future needs of the community" and (b) "growth and development of all or any part of the land within the municipality"; and,

WHEREAS, the Tooele City General Plan includes various elements, including water, sewer, transportation, and land use. The Tooele City Council adopted the Land Use Element of the Tooele City General Plan, after duly-noticed public hearings, by Ordinance 2020-47, on December 16, 2020, by a vote of 5-0; and,

WHEREAS, the Land Use Element (hereinafter the "Land Use Plan") of the General Plan establishes Tooele City's general land use policies, which have been adopted by Ordinance 2020-47 as a Tooele City ordinance, and which set forth appropriate Use Designations for land in Tooele City (e.g., residential, commercial, industrial, open space); and,

WHEREAS, the Land Use Plan reflects the findings of Tooele City's elected officials regarding the appropriate range, placement, and configuration of land uses within the City, which findings are based in part upon the recommendations of land use and planning professionals, Planning Commission recommendations, public comment, and other relevant considerations; and,

WHEREAS, Utah Code §10-20-501, *et seq.*, provides for the enactment of "land use [i.e., zoning] ordinances and a zoning map" that constitute a portion of the City's regulations (hereinafter "Zoning") for land use and development, establishing order and standards under which land may be developed in Tooele City; and,

WHEREAS, a fundamental purpose of the Land Use Plan is to guide and inform the recommendations of the Planning Commission and the decisions of the City Council about the Zoning designations assigned to land within the City (e.g., R1-10 residential, neighborhood commercial (NC), light industrial (LI)); and,

WHEREAS, on July 21, 2021, the City Council approved Ordinance 2021-27, enacting Tooele City Code Chapter 7-16a regarding Commercial Special Districts (CSD),

in which developers and the City can negotiate and enact a unique zoning district and land use regulation governing development in the CSD; and,

WHEREAS, on September 2, 2026, the City Council approved Ordinance 2026-20, amending Tooele City Code § 7-16a-3 regarding the eligibility and size criteria for a CSD, and allowing for a concurrent amendment of the Land Use Designation to a Regional Commercial (RC) land use; and,

WHEREAS, under Tooele City Code § 7-16a-5 approval or denial of a CSD application shall be based on at least the following: (1) whether the proposed CSD "will result in the development of properties in a manner that is not reasonably feasible under the terms of zoning districts identified in Table 1 of Chapter 7-16"; (2) whether the proposed CSD "will result in the development of properties in a manner that will provide a substantial benefit to the City"; and, (3) whether the proposed CSD "will result in the development of properties in a manner that provides uses, configuration, and/or product types that are unique to the community or address a documented deficiency in the market"; and,

WHEREAS, the City has received an application for the Compass Point CSD from Perry Homes entities, seeking to create a CSD including four non-contiguous tracts totaling approximately 398.1 acres (see CSD application attached as **Exhibit A**), consisting of Area "A" at approximately 116 acres, Area "B" at approximately 38.9 acres, Area "C" at 51 acres, and Area "D" at approximately 192.2 acres; and,

WHEREAS, Area A currently includes zoning predominantly for General Commercial (GC) with a small portion zoned Compass Point RSD, and includes Land Use Designations for Regional Commercial (RC) and Medium Density Residential (MDR); and,

WHEREAS, Area B currently includes zoning for Neighborhood Commercial (NC) and a Land Use Designation of Community Commercial (CC); and,

WHEREAS, Area C currently includes zoning for Compass Point RSD and a Land Use Designation of Medium Density Residential (MDR); and,

WHEREAS, Area D currently includes zoning for Compass Point RSD and a Land Use Designation of Medium Density Residential (MDR); and,

WHEREAS, pursuant to Tooele City Code § 7-16a-3, as amended by City Council on September 2, 2026, upon approval of the proposed Compass Point CSD, the Land Use Designations of Areas A, C, and D, shall be amended to Regional Commercial (RC); and,

WHEREAS, the Compass Point CSD will be governed by the CSD land use regulation document attached as **Exhibit B**; and,

WHEREAS, City Administration presented to the Planning Commission the Compass Point CSD (see the City staff report contained in **Exhibit C**); and,

WHEREAS, on August 26, 2026, the Planning Commission convened a duly-noticed public hearing, accepted public comment, and voted 6-1 to forward its positive recommendation to the City Council (see Planning Commission minutes attached as **Exhibit D**); and,

WHEREAS, on September 2, 2026, the City Council convened a duly-noticed public hearing; and,

WHEREAS, the City Council has considered the potential impact that this Ordinance may have on family health, stability, and formation:

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

1. this Ordinance and the CSD zoning amendments proposed therein, including the resulting Land Use Designation amendment, will result in the development of properties in a manner that is not reasonably feasible under the terms of zoning districts identified in Table 1 of Chapter 7-16; and,
2. this Ordinance and the CSD zoning amendments proposed therein, including the resulting Land Use Designation amendment, will result in the development of properties in a manner that will provide a substantial benefit to the City; and,
3. this Ordinance and the CSD zoning amendments proposed therein, including the resulting Land Use Designation amendment, will result in the development of properties in a manner that provides uses, configuration, and/or product types that are unique to the community or address a documented deficiency in the market; and,
4. the Land Use Designation is hereby amended for the approximately 398.1 acres of Perry Homes entity property located in Areas A, C, and D to a Regional Commercial (RC) land use; and,
5. the Zoning Map is hereby amended for the approximately 398.1 acres of Perry Homes entity property located in Areas A, B, C, and D of the City to be known as Compass Point Commercial Special District, as shown in the attached CSD land use regulation document (**Exhibit B**); and,
6. the Compass Point CSD zoning district is hereby created, and shall be governed under the terms of the Compass Point CSD land use regulation document (**Exhibit B**), and to the extent not so governed, will be governed by the Tooele City Code; and,
7. Tooele City Code Chapter 7-16c is hereby enacted for the Compass Point CSD.

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 approved by the Tooele City Council this ____ day of _____, 2026.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

(If the mayor approves this ordinance, the City Council passes this ordinance with the Mayor's approval. If the Mayor disapproves this ordinance, the City Council passes the ordinance over the Mayor's disapproval by a super-majority vote (at least 4). If the Mayor neither approves nor disapproves of this ordinance by signature, this ordinance becomes effective without the Mayor's approval or disapproval. UCA 10-3-704(11).)

ATTEST:

_____
Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matthew C. Johnson, City Attorney

Exhibit A

CSD Application

Commercial Special District Application

Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2132 Fax (435) 843-2139
www.tooelecity.org

Notice: The applicant must submit copies of the text amendment proposal to be reviewed by the City in accordance with the terms of the Tooele City Code. Once a Commercial Special District proposal is submitted, the proposal is subject to compliance reviews by the various city departments and may be returned to the applicant for revision if the proposal is found to be inconsistent with the requirements of the City Code and all other applicable City ordinances. All submitted Commercial Special District proposals shall be reviewed in accordance with the Tooele City Code. Submission of a text amendment proposal in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all applications be submitted well in advance of any anticipated deadlines.

Project Information

Date of Submission:	Applicant Name:
2/11/2026	Jake Finlinson

Address: 17 E Winchester St. Murray, UT 84107

Phone:	Alternate Phone:	Email:
[redacted]		[redacted]

Project Site Address: See legal description attached.

Brief Summary of Proposal:

As part of the Compass Point planned commercial, we would like change the commercial standards to allow for maximum flexibility. We believe these changes will help to incentivize many national and regional users to be a part of Compass Point and Tooele.

Applicant Signature:

*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in *Utah Code Ann.* § 63-2-302.5, please inform the city employee accepting this information. Tooele City does not currently share your private, controlled or protected information with any other person or government entity.

Note to Applicant:

Commercial Special Districts are approved by ordinance. Any change to an approved Commercial Special District requires an amendment by ordinance for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending Commercial Special District may vary from as little as 2½ months to 6 months or more depending on the size and complexity of the desired amendments and the timing.

For Office Use Only			
Received By:	Date Received:	Fees:	App. #:

Exhibit B

Compass Point CSD Document

COMPASS POINT

commercial special district

prepared by

FOCUS CONSULTING

TABLE OF CONTENTS

03. purpose & intent

04. proposed bubble plan

05. permitted & conditional uses

07. development standards

08. utility lines

08. landscape standards

09. fencing & screening

09. lighting

10. off-street parking

11. architectural / vertical

11. amenities

11. transportation

12. signage

13. example images

14. legal descriptions

COMPASS POINT
COMMERCIAL SPECIAL DISTRICT

purpose & intent

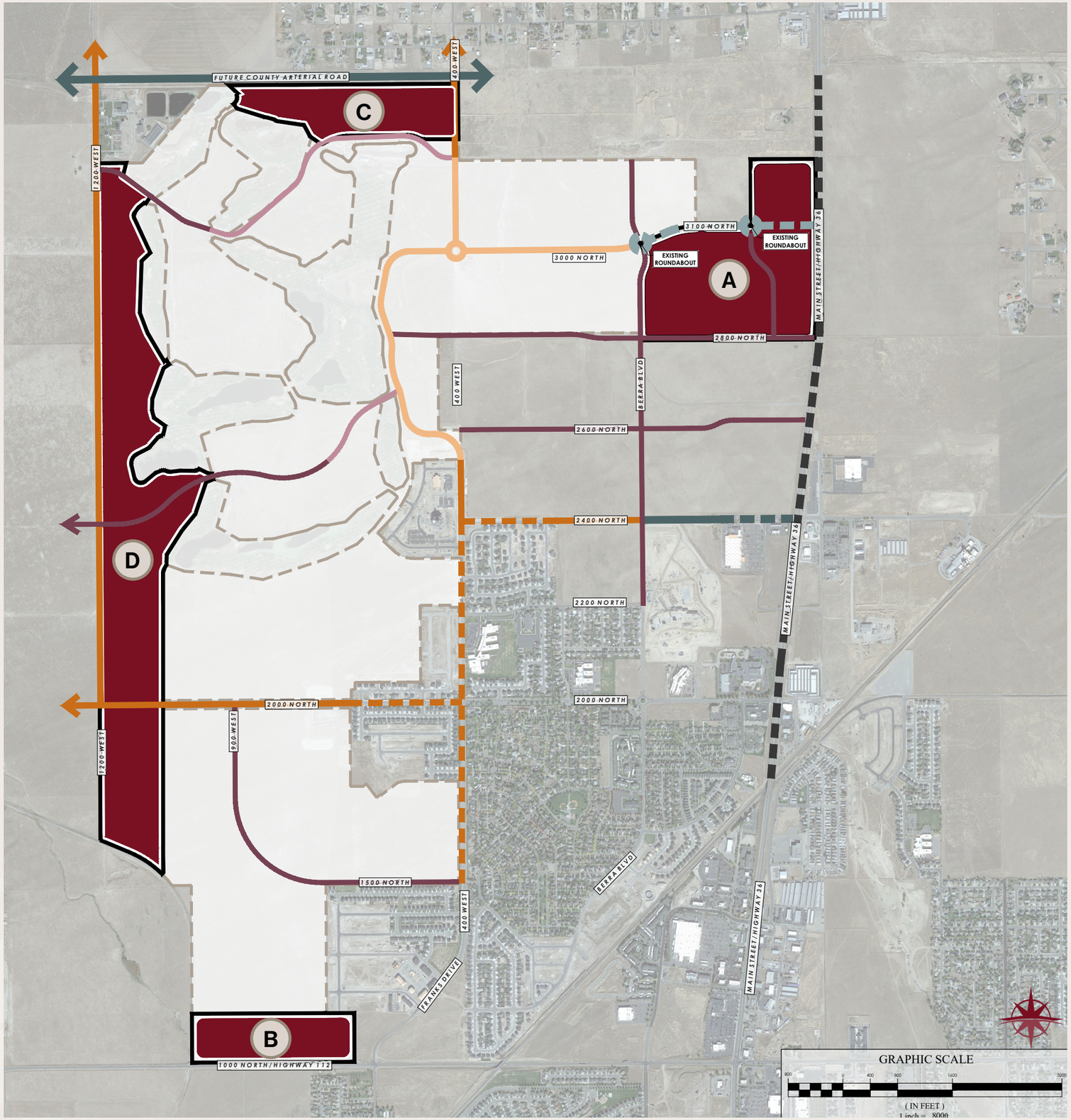
The purpose of the Compass Point Commercial Special District (CSD) is to establish a clear, master-planned framework for commercial development within the broader Compass Point community. Consistent with the intent of the Tooele City Commercial Special District, this CSD establishes customized development standards tailored to the unique character and objectives of Compass Point. These standards provide a coordinated approach to site planning, architecture, landscaping, circulation, and development while allowing flexibility beyond the City's standard zoning regulations to achieve a cohesive, high quality commercial environment. This CSD will provide elevated lighting, landscaping, architectural, screening, and signage standards above that which is in the current commercial ordinance.

The Compass Point CSD is intended to:

- Enable a cohesive commercial environment that supports daily services, employment, and destination-oriented retail/entertainment uses.
- Ensure compatibility with adjacent residential neighborhoods through lighting controls and internal connectivity.
- Provide predictable development standards for future users.

This CSD is the governing document for development standards within the Compass Point Commercial Special District. Development standards not specifically addressed herein shall be governed by the applicable provisions of the Tooele City Code..

proposed BUBBLE PLAN



tabulations

398.1 acres ..... total acreage

116 acres ..... area A

38.9 acres ..... area B

51 acres ..... area C

192.2 acres ..... area D - see boundary exhibit

legend

- commercial special district[1]
- residential special district
- 66' existing sub- collector
- 66' proposed sub- collector
- 69' proposed sub- collector with trail
- 84' existing major collector
- 84' proposed major collector
- 103' proposed modified major collector
- 106' existing arterial
- 106' proposed arterial
- 125' existing arterial with trail corridors
- project boundary
- project boundary - residential special district

Note:
1. Acreage designated within Area B may be transferred to Area D. Such adjustments shall not result in an increase to the total commercial acreage authorized for commercial or industrial uses within the Overlake Properties. Any commercial acreage transferred from Area B to Area D pursuant to this provision shall thereafter be governed by the Compass Point Residential Special District Plan and applicable residential land use designations and development standards.

PERMITTED & CONDITIONAL USES

Accessory Building	P	Cultural Activities and Uses	P	Heliport	C	Personal Services	P
Accessory Drive Through Facility[1]	C	Day-Care/ Pre-School Center	P	Hotel	P	Pet Shop/Pet Grooming	P
Accessory Dwelling Unit for Caretaker Only	C	Dry Cleaner	C	Hotel *(with outdoor use)*	C	Pharmacy	P
Accessory Outdoor Sales and Display Incidental to an Allowed Use	C	Fast Food Restaurant	P	Indoor/Enclosed Storage	P	Private Club/Bar	C
Accessory Outside Storage	C	Financial Services	P	Laundromat	P	Professional Office *(may be located within an existing structure)*	P
Amusement Facility	P	Flex *(combination of office and/or retail, with warehousing with docks)*	P	Light Manufacturing	C	Public Use	C
Automobile Sales and Rental	C	Funeral Home/Mortuary	P	Liquor Store	C	Public or Private Educational Facility	C
Automobile Service and Repair *(with outdoor vehicle storage)*	C	Garden Center	P	Medical Cannabis Pharmacy	P	Reception Center *(may be located within an existing structure)*	C
Bar	P	Hardware and Garden Supply Store	P	Membership Club	C	Recreational Facility *(Indoor)*	P
Bed and Breakfast Inn	P	Health Care Facility	P	Motel	P	Recreational Facility *(Outdoor)*	C
Business Office *(may be located within an existing structure)*	P	Health Care Provider *(may be located within an existing structure)*	P	Nursing Home, Convalescent Care Facility	P	Recycling Collection Site	C
Conference Center	P	Health Club *(with outdoor pool or sports use*	C	Open Space Areas, Trails	P	Repair Shop *(household and personal goods with no outside storage)*	P
Contractor's Display/ Office	C	Heavy Equipment Sales and Rental as an Accessory Use to an Established Retail Use	C	Park and Ride Facilities	C	Research Facility	P
Convenience Store *(with or without gasoline sales)*	P	Health Club *(no outdoor use)*	P	Parking Structure	C	Restaurant *(may be located within an existing structure)*	P

PERMITTED & CONDITIONAL USES

Retail Sales Accessory to an Allowed Use	P	Temporary Construction Office	P	Theater *(Outdoor)*	C	Warehouse	P
Retail Store *(may be located within an existing structure)*	P	Temporary Seasonal Use	C	Tobacco Specialty Store[2]	C		
Retail Store or Commercial Center *(no maximum or minimum square footage limitations)*	P	Temporary Use	C	Utility Service Facility *(major or minor)*	C		
Shooting Range *(Indoor)*	C	Theater *(Indoor)*	P	Veterinary Clinic/ Animal Hospital Operating Entirely Within an Enclosed Building	P		

Note:

1. Drive-through lanes shall be screened from dedicated public rights-of-way with landscaping, berms, decorative fencing, walls, or a combination thereof, as necessary to minimize headlight glare and visual impacts in accordance with Section 4 of the CSD Design Standards.

2. This use is not permitted if any part of the proposed or existing building containing the use is located within 1,500 feet from (a) any school (public or private kindergarten, elementary, middle, charter, junior high, high school), public park, public recreational facility, youth center, library, or church, (b) any other Tobacco Specialty Store, or (c) on Vine Street. Distances shall be measured in a straight line, without regard to intervening structures or zoning districts, from a Tobacco Specialty Store structure to the property line of a school, public park, library, church, youth center, cultural activity, zoning district boundary, or other Tobacco Specialty Store. (Ord. 2011-19, 01-18-12)

3. All uses listed as conditional must receive Planning Commission approval to be permitted within the Compass Point CSD.

4. Any use not listed is therefore not permitted. For definitions of uses, please see Tooele City Code 7-1-5.

5. Outdoor fenced storage may be an accessory use to any permitted or conditionally permitted use, provided it is screened in accordance with Section 4 of the CSD Design Standards.

DESIGN STANDARDS

1. DEVELOPMENT STANDARDS

The following standards reflect the Compass Point CSD application submittal and are intended to be the baseline district standards. Adherence to these standards shall be reviewed and approved by Tooele City as part of a commercial site plan application. All site plan applications only need to be administratively approved, with no Planning Commission approval, unless otherwise stated for variations or conditional uses.

1.1 Lot / Site Standards

Standard	Requirement
Minimum Lot Size	no restrictions
Lot Coverage	no restrictions
Minimum Lot Width *(interior)*	60'
Minimum Lot Width *(corner)*	80'

1.2 Setbacks

Standard	Requirement
Minimum Front Setback	10'
Minimum Side Setback *(interior)*	0' with provision that alternate PU&DE is provided
Minimum Side Setback *(corner)*	10' to street side of corner lots (for PU&DE)
Minimum Rear Setback	0'
4+ Story Setback	Buildings exceeding four (4) stories in height shall be setback from any residential use or residential zoning district a distance equal to the height of the building as measured from the nearest residential property line. *Only educational facilities, healthcare facilities, and associated accessory uses shall be permitted to exceed four (4) stories in height.

Note: Buildings shall remain outside of established Public Utility and Drainage Easements (PU&DE) unless otherwise approved by the applicable utility providers and the City. All buildings shall comply with all applicable building and fire code requirements.

1.3 Building Height

Standard	Requirement
Minimum	1 story
Maximum	Permitted to go up to 8 stories – Must comply with Section 4.2 of this CSD. The remainder of the acreage will have a maximum height of 4 stories.

1.4 Site Design

The location and arrangement configuration of buildings shall be approved by City staff at the site plan application.

DESIGN STANDARDS

2. UTILITIES

New utility transmission lines shall be placed underground where feasible and in accordance with applicable City utility requirements. Third-party utility lines shall not be installed within the pavement section of public or private roadways, except for roadway crossings installed within approved conduit.

3. LANDSCAPE

3.1 General Landscaping Requirements

1. All park strip areas, except approved drive approaches, sidewalks, and utility areas, shall be landscaped and maintained.
2. Landscaping within park strips shall consist primarily of hardscape materials, decorative rock, mulch, water-wise shrubs and plantings, or similar low-water landscaping materials approved by the City. Seed, sod, traditional lawn, and artificial turf areas shall be prohibited within park strips.
3. Street trees shall be installed at a maximum spacing of 30 feet on center along all public streets. Tree species shall be selected in accordance with the Tooele City Street Tree Selection Guide.
4. A minimum of two (2) trees shall be planted per park strip frontage. Where a lot abuts public streets along the front and side boundaries, trees shall be installed along both front and side street frontages. Trees shall not be required along rear street frontages.
5. Trees shall be a minimum two inch (2") caliper measured one foot above grade and a minimum six feet (6') in height at the time of planting.
6. Where park strips are less than five feet (5') in width, required trees shall be installed behind the sidewalk on private property.
7. Along Main Street and 3100 North, enhanced landscaping shall be provided to improve corridor aesthetics and soften the appearance of loading docks, outdoor storage areas, refuse areas, and similar service functions. Landscaping shall utilize a combination of trees, shrubs, berming, decorative walls, and layered plantings designed to provide partial screening while maintaining visibility of

3.2 Landscaping for Individual Lots

1. A minimum of ten percent (10%) of each lot shall be landscaped. Required landscaped areas may include parking lot islands, landscaped drainage areas, plazas, trails, pergolas, outdoor gathering areas, and similar amenities approved by the City.
2. The use of sod shall be prohibited except where approved by the City for functional turf areas or public amenities.
3. Parking lot landscape islands with shade trees and approved landscape materials shall be installed at the ends of parking rows.
4. Shade trees shall be incorporated within parking areas to provide enhanced parking lot landscaping and shall be provided at intervals of not more than sixteen (16) parking stalls. Trees shall not be required within parking rows adjacent to buildings.
5. Parking lot trees shall be a minimum two inch (2") caliper at the time of planting.

DESIGN STANDARDS

4. FENCING & SCREENING

4.1 General Standards

1. Fencing shall be constructed of durable materials including masonry, split-face block, decorative metal, vinyl, composite, wood, or other similar materials approved by the City.
2. Chain-link fencing shall be prohibited along public street frontages except where approved for utility, service, temporary construction, or similar uses.
3. Barbed wire, razor wire, electrified fencing, and similar security fencing shall only be permitted where allowed by the Tooele City Code.
4. All fencing shall be maintained in good repair and free from deterioration, leaning, missing materials, or graffiti.

4.2 Commercial Uses Adjacent to Residential Uses

1. Where a commercial use abuts a residential use or residential zoning district along a shared property line, a minimum six-foot (6') tall masonry, concrete, vinyl, composite, or other similar screening fence shall be installed.
2. Required screening fences shall be maintained by the property owner in a safe and orderly condition.

4.3 Vehicle Storage Areas

Outdoor vehicle storage areas associated with automobile repair or similar uses shall be screened from adjacent public streets and residential uses by a minimum six-foot (6') tall fence or wall constructed of masonry, concrete, vinyl, composite, or other similar material.

4.4 Screening of Service Areas

1. Outdoor storage areas, loading areas, mechanical equipment, and refuse containers shall be screened in accordance with the fencing and screening standards of the Commercial Special District.
2. Screening walls and enclosures shall utilize materials and colors compatible with the primary structure.

4.5 Height and Visibility

1. Fence height shall comply with the requirements of the underlying zoning district and applicable provisions of the Tooele City Code.
2. Fencing shall not obstruct required visibility triangles or create vehicular or pedestrian safety hazards.

5. LIGHTING

5.1 Street Lighting

1. Collector and arterial roadways shall comply with the North Tooele Special Service District street lighting standards.
2. Street lighting improvements shall be installed in accordance with applicable Tooele City requirements for commercial development projects.

5. LIGHTING

5.2 Site Lighting

1. Parking lot, pedestrian, and building-mounted lighting shall be designed to provide adequate visibility and safety while minimizing glare, light trespass, and unnecessary upward light spill.
2. Lighting fixtures should utilize full cutoff, fully shielded, or similarly directed fixtures intended to reduce impacts on adjacent properties and the night sky.
3. Lighting shall be directed downward and away from adjacent residential properties and public rights-of-way to the greatest extent practicable.
4. Decorative, architectural, pedestrian-scale, and energy-efficient LED lighting is encouraged throughout the district.
5. Alternative fixture types and lighting designs that achieve the intent of this Section may be approved by the City.

5.3 Signage and Monument Lighting

1. Lighting associated with monument signs, directional signs, tenant signage, and similar commercial identification features may be internally illuminated or externally illuminated in accordance with applicable Tooele City sign regulations.
2. Signage lighting shall be designed to avoid excessive glare onto adjacent properties or public rights-of-way to the greatest extent practicable.

5.4 Prohibited Lighting

1. Unshielded lighting fixtures that create excessive glare onto adjacent properties or public streets shall be prohibited.
2. Flashing, strobing, or excessively bright lighting not associated with public safety or emergency services shall be prohibited unless otherwise approved by the City.

6. OFF-STREET PARKING

6.1 Minimum Parking Requirement

1. Unless otherwise modified by this Section, a minimum of four (4) parking stalls per one thousand (1,000) square feet of gross floor area shall be provided for all commercial uses.
2. Parking requirements for educational facilities, hospitals, flex space, and warehouse uses shall be determined by the Community Development Director based on the anticipated use, operational characteristics, shared parking opportunities, and applicable Tooele City Code standards.

6.2 Administrative Adjustment

The Community Development Director may approve adjustments to the minimum parking requirement where the applicant demonstrates that the proposed parking supply adequately serves the development based on shared parking, mixed-use integration, peak demand analysis, transit access, or other relevant factors consistent with City policy.

6.3 Compliance with City Code

All off-street parking design, layout, access, and improvement standards shall comply with the applicable provisions of Title 7 of the Tooele City Code unless otherwise stated, including standards for stall dimensions, drive aisles, and accessibility. The Community

DESIGN STANDARDS

6. OFF-STREET PARKING

Development Director may approve adjustments to the minimum parking requirement where the proposed parking supply adequately serves the development based on shared parking, mixed-use integration, peak demand analysis, transit access, or other relevant factors consistent with City policy. When deemed necessary by the Community Development Director, a site-specific parking and/or traffic study, prepared by a licensed Professional Engineer, shall be provided.

7. ARCHITECTURAL / VERTICAL

These standards are intended to promote high-quality architectural design, visual interest, and compatibility within the district while maintaining the flexibility necessary to support a diverse range of commercial users and development types.

7.1 General Standards

1. Building design shall incorporate changes in massing, material, surface articulation, or finish to emphasize entrances and pedestrian-oriented features.
2. All building elevations shall include variation in architectural treatment, which may be achieved through changes in color, material, texture, modulation, or detailing. Excessively uniform or monotonous façades shall be avoided.
3. Exterior building materials shall be durable, high-quality, and low-maintenance. No specific material palette is mandated in order to preserve flexibility for tenant-specific design and to support long-term economic competitiveness of the district.
4. All sides of buildings shall receive architectural design consideration consistent with the overall building design character.

7.2 Façade Articulation

1. Exterior walls exceeding seventy feet (70') in length shall incorporate façade articulation techniques such as recesses, projections, material changes, or other design features intended to break up massing and reduce visual scale.
2. Exterior walls of buildings that are longer than seventy feet (70') shall have relief features at least four inches (4") deep at planned intervals.

8. AMENITIES

No public or private amenities shall be required within the Commercial Special District. However, the Community Development Director may approve reductions to the minimum landscaping requirements by allowing the square footage occupied by City-approved amenities to be credited toward the required landscaped area.

9. TRANSPORTATION

Unless otherwise stated in the Commercial Special District Plan, street standards will adhere to Tooele City Code Title 4 Chapter 8: *Road and Bridge Construction Standards* as stated at the time of approval.

1. Final roadway alignments, street classifications, access locations, intersection configurations, truck routes, pedestrian connectivity, and related transportation improvements shall be established during the preliminary subdivision and site plan review process.
2. All fire and emergency vehicle access requirements shall be verified for compliance at the time of preliminary plat.

DESIGN STANDARDS

10. SIGNAGE STANDARDS

10.1 Pylon Signage

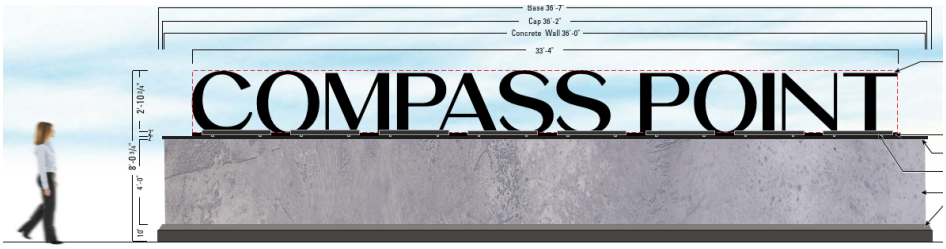
All pylon signage shall have the following maximum dimensions:

Standard	Requirement
Maximum Height	35’
Maximum Width	10’
Maximum Sign Area	350 SF

Pylon Signage shall be allowed along road frontages, including Meridian Way, 3100 N. and SR-36. One pylon sign can be installed for every 500 feet of frontage. Additional pylon sign locations may be approved by the Planning Commission through the applicable site plan review process. Setbacks for signage shall be calculated from the sign footing.

10.2 Masterplan Monumentation Signage

Within 300’ of the intersection of 3100 N and SR-36, two monument signs are allowed with a maximum width of 60’ and a maximum height of 15’. Sign permit and building permit will be required. Within 3’ of the footing of the Masterplan Monumentation Signage, landscaping shall be required.



conceptual signage

10.3 City Entry Monument Signage

Within Lot 1 of the Sage Flats Subdivision, a 20’ wide by 15’ tall monument sign will be allowed for a Tooele City entry monument.

walkable areas with spaces for rest & relaxation

shade canopies for commercial users

elevations with varying height & multiple material requirements

elevated landscape adjacent to monument signage

elevated landscape in industrial areas

elevated planting at entrances and walking trails

EXAMPLE IMAGES

LEGAL DESCRIPTION

AREA A

Compass Point Special Commercial District Area A Boundary Description

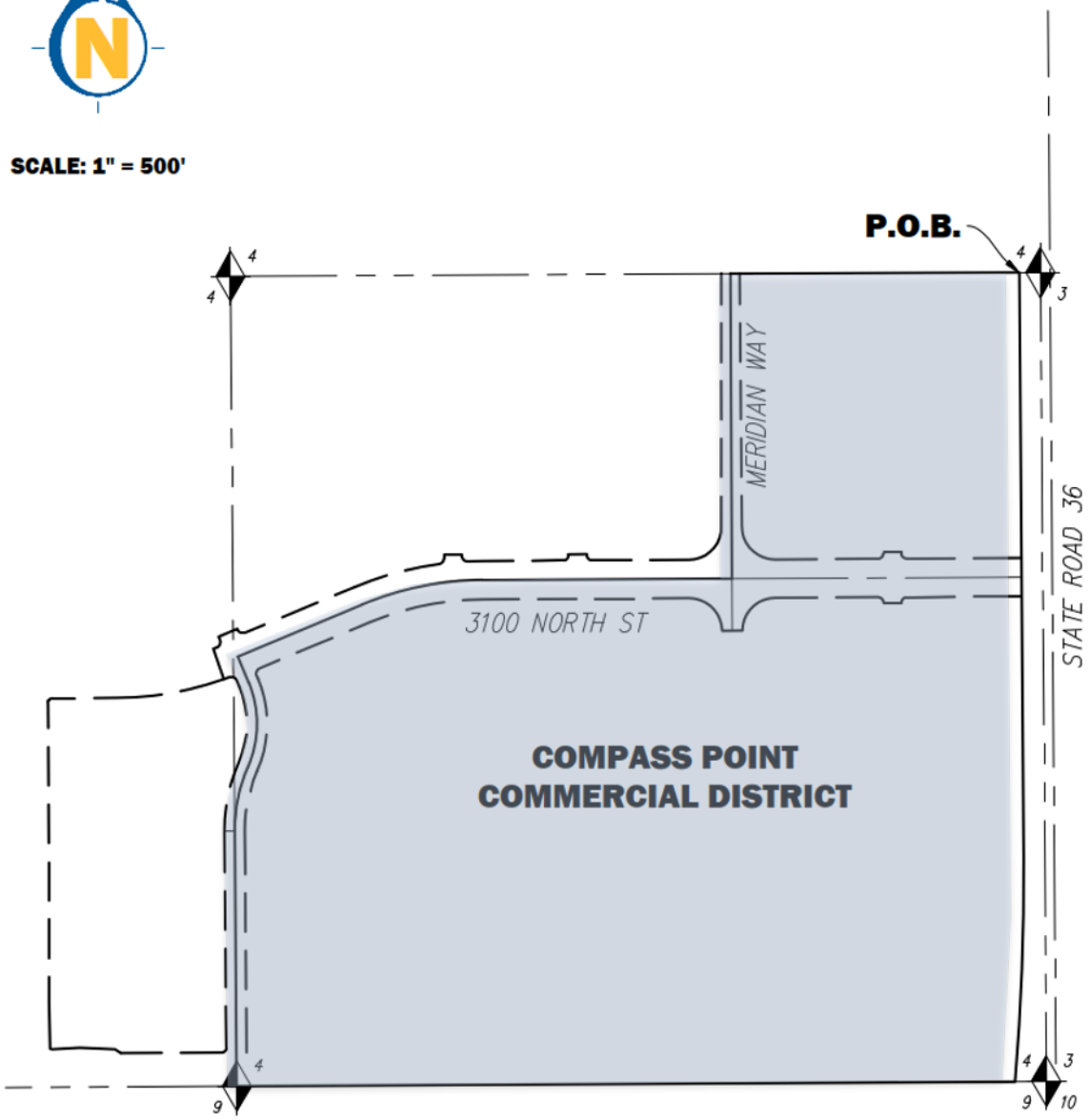
A parcel of land located in the Southeast Quarter of Section 4, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, described as follows:

Beginning at a Right-Of-Way Marker on the westerly line of State Road 36, said Marker being North 00°28'00" West 2642.99 feet along the Section Line to the West Quarter Corner of said Section 4 and North 89°43'58" East 5214.83 feet along the Quarter Section Line from the Southwest Corner of said Section 4 and running thence along said westerly line the following two (2) courses:
1) South 00°25'29" East 1907.55 feet,
2) Southerly 730.87 feet along an 8000.00-foot-radius curve to the right through a central angle of 05°14’04”, chord bears South 02°11’33” West 730.62 feet to the southerly line of said Section 4;
thence South 89°40’13” West 2538.46 feet along said southerly line to the monument marking the South Quarter Corner of said Section 4;
thence North 00°26’52” West 834.12 feet along said Quarter Section Line and along the center line of a proposed 66.0-Foot Wide Road;
thence along said proposed center line the following three (3) courses:
1) Northerly 211.69 feet along a 498.87-foot-radius curve to the right through a central angle of 24°18’48”, chord bears North 11°42’32” East 210.11 feet,
2) Northerly 283.94 feet along a 349.67-foot-radius curve to the left through a central angle of 46°31’37”, chord bears North 00°36’08” East 276.21 feet,
3) North 22°39’41” West 91.33 feet to the center line of 3100 North Street;
thence along said center line the following three (3) courses:
1) North 67°20’19” East 438.44 feet,
2) Easterly 405.42 feet along a 1039.00-foot-radius curve to the right through a central angle of 22°21’25”, chord bears North 78°31’01” East 402.85 feet,
3) North 89°41’44” East 812.00 feet to the center line of Meridian Way (250 East Street);
thence North 00°18’16” West 994.06 feet along said center line to said Quarter Section Line;
thence North 89°43’58” East 942.32 feet along said Quarter Section Line to said Right-Of-Way Marker on the westerly line of State Road 36 and to the Point of Beginning.

Contains 116.076 Acres

LEGAL DESCRIPTION

AREA A



Entellus
1470 South 600 West
Woods Cross, Utah 84010
Phone 801-298-2236

COMPASS POINT COMMERCIAL DISTRICT
PERRY COMMERCIAL

INCLUDING ALL OF OR PORTIONS OF PARCELS #02-141-0-0016, -0021, -0022, -0023, 0024, -0025, and -0026
LOCATED IN THE SE 1/4 OF SECTION 4, T.3S., R.4W., S.L.B.&M.
TOOELE CITY, TOOELE COUNTY, UTAH

DRAWN: JRC 2026/01/23
PROJECT: 1043033
SURVEY 1043033.dwg

EXB (1)
BNDY EXHIBIT

LEGAL DESCRIPTION

AREA B

LEGAL DESCRIPTION
TOOELE CITY, UTAH
March 24, 2026
23-0260
RM/LH

COMPASS POINT SPECIAL COMMERCIAL DISTRICT AREA B LEGAL DESCRIPTION

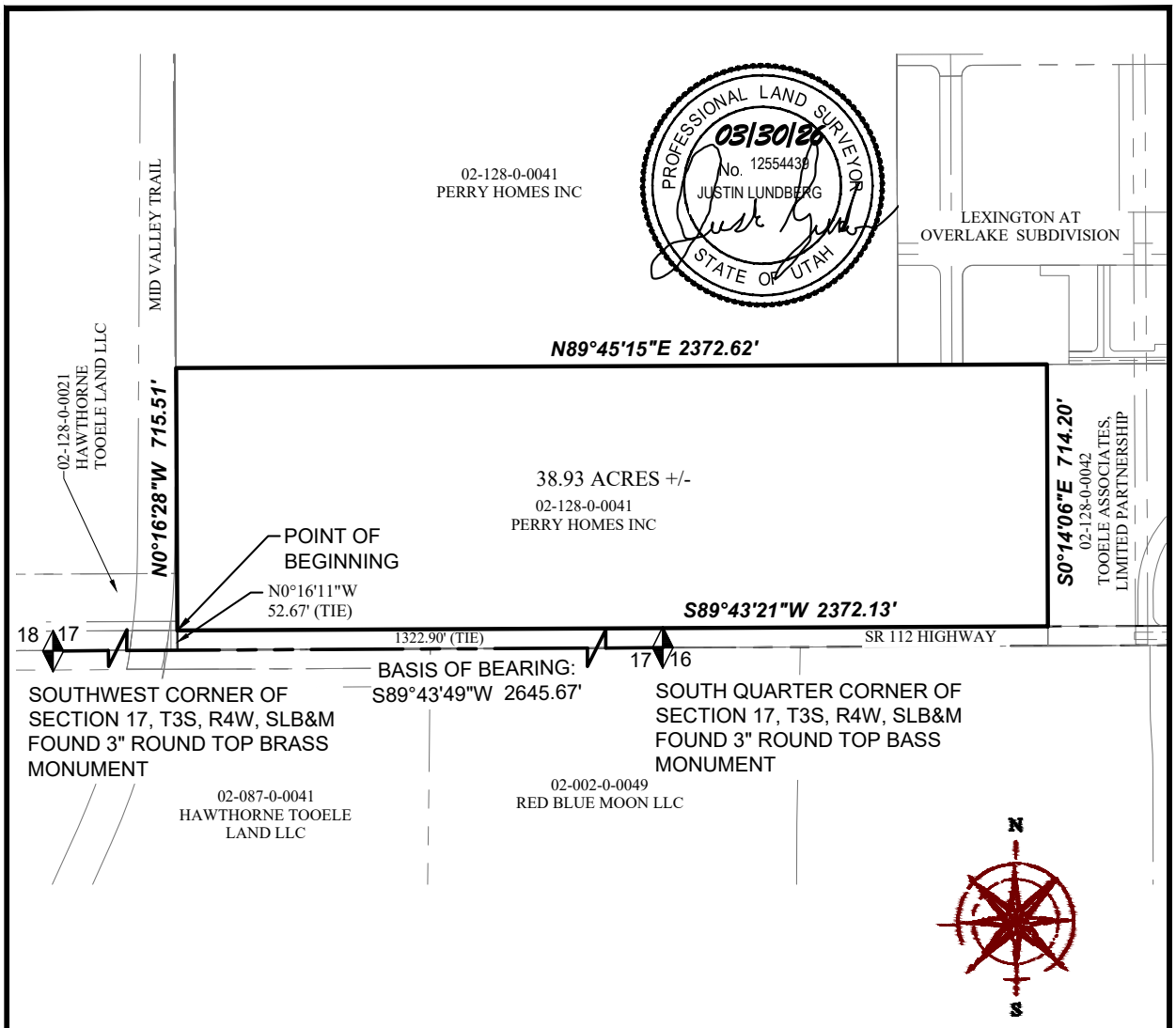
A part of the Southeast Quarter and Southwest Quarter of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, located in Tooele City, Tooele County, Utah, being more particularly described as follows:

Beginning at a point located S89º43’49”W 1322.90 feet along the Section line and N0º16’11”W 52.67 feet from the South Quarter Corner of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian; running thence N00°16'28"W 715.51 feet; thence N89°45'15"E 2372.62 feet; thence S00°14'06"E 714.20 feet; thence S89°43'21"W 2,372.13 feet to the point of beginning.

Containing 38.93 acres +/-.

LEGAL DESCRIPTION

AREA B



FOCUS©
CONSULTING
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com

COMPASS POINT SPECIAL COMMERCIAL DISTRICT AREA B BOUNDARY EXHIBIT

LOCATED IN THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 17, T3S, R4W, SALT LAKE BASE & MERIDIAN TOOELE CITY, TOOELE COUNTY, UTAH

Date Created:	03/24/2026
Scale:	N.T.S
Drawn:	RM/LH
Job:	23-0260
Sheet:	1 OF 1

Z:\...2023\23-0260 Overlake 1,300 Acres\design 23-0260\dwg\exhibits\survey exhibits\23-0260 Property Commercial Exhibit.dwg

LEGAL DESCRIPTION

AREA C

LEGAL DESCRIPTION
TOOELE CITY, UTAH
March 24, 2026
23-0260
LH

COMPASS POINT SPECIAL COMMERCIAL DISTRICT AREA C BOUNDARY LEGAL DESCRIPTION

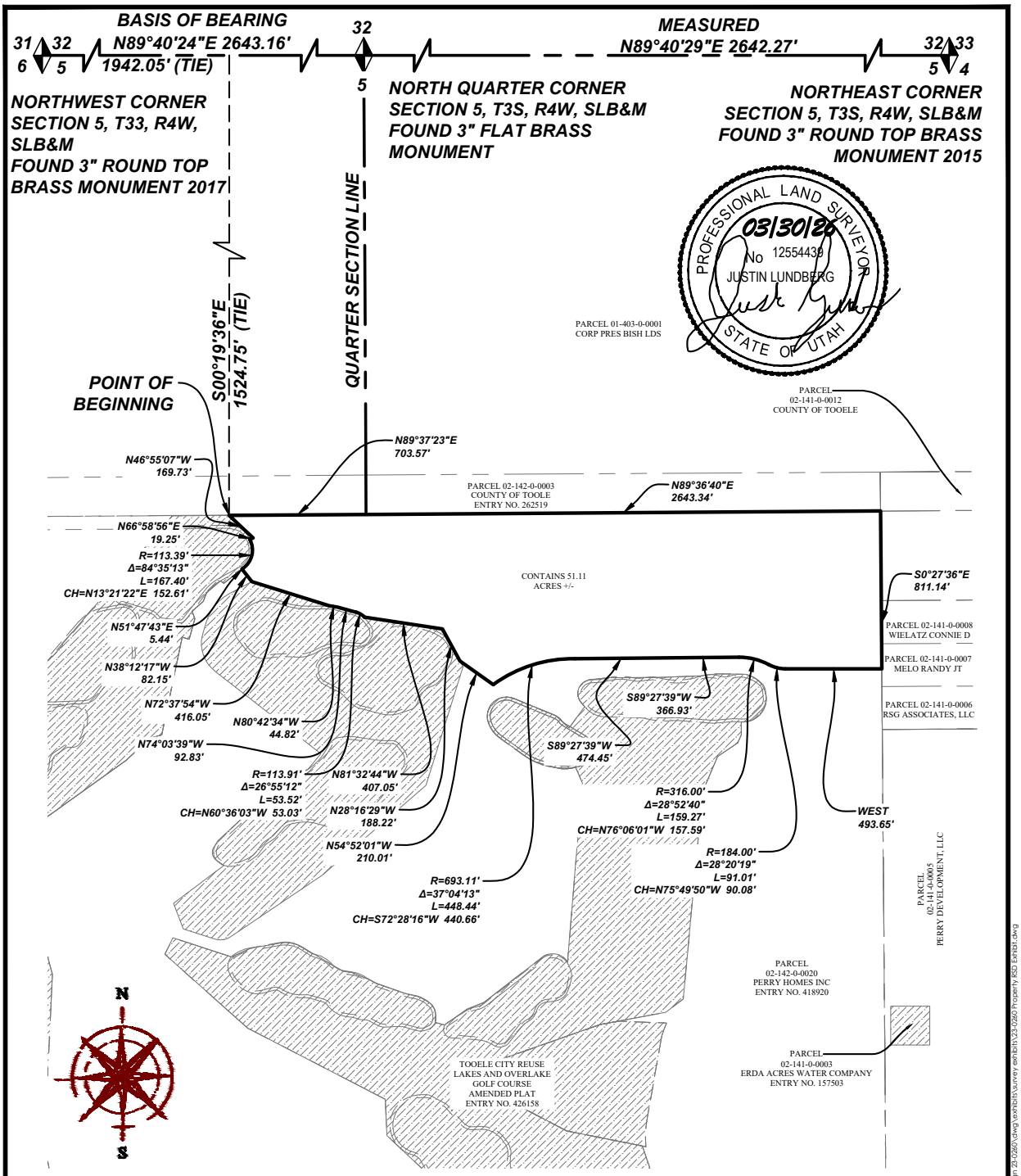
A part of the Northwest Quarter and the Northeast Quarter of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian, located in Tooele City, Tooele County, Utah, being more particularly described as follows:

Beginning at a point located on the Northerly line of the Warranty Deed recorded September 23, 2015 as Entry No. 418920 in the Tooele County Recorder's Office said point also being N89°40'24"E 1942.05 feet along the Section line and S00°19'36"E 1524.75 feet from the Northwest Corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; running thence along said deed line the following three (3) courses: (1) N89°37'23"E 703.57 feet; thence (2) N89°36'40"E 2,643.34 feet; thence (3) S00°27'36"E 811.14 feet; thence West 493.65 feet; thence along the arc of a curve to the right with a radius of 184.00 feet a distance of 91.01 feet through a central angle of 28°20'19" Chord: N75°49'50"W 90.08 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 316.00 feet a distance of 159.27 feet through a central angle of 28°52'40" Chord: N76°06'01"W 157.59 feet; thence S89°27'39"W 366.93 feet; thence S89°27'39"W 474.45 feet; thence Westerly along the arc of a non-tangent curve to the left having a radius of 693.11 feet (radius bears: S01°00'23"W) a distance of 448.44 feet through a central angle of 37°04'13" Chord: S72°28'16"W 440.66 feet; thence N54°52'01"W 210.01 feet to the easterly line of the Tooele City Reuse Lakes and Overlake Golf Course Amended Plat thereof recorded March 16, 2016 as Entry No. 426158 in the Toole County Recorder's Office; thence along said plat the following eleven (11) courses: (1) N28°16'29"W 188.22 feet; thence (2) N81°32'44"W 407.05 feet; thence (3) Northwesterly along the arc of a non-tangent curve to the left having a radius of 113.91 feet (radius bears: S42°51'33"W) a distance of 53.52 feet through a central angle of 26°55'12" Chord: N60°36'03"W 53.03 feet; thence (4) N74°03'39"W 92.83 feet; thence (5) N80°42'34"W 44.82 feet; thence (6) N72°37'54"W 416.05 feet; thence (7) N38°12'17"W 82.15 feet; thence (8) N51°47'43"E 5.44 feet; thence (9) Northerly along the arc of a non-tangent curve to the left having a radius of 113.39 feet (radius bears: N34°21'02"W) a distance of 167.40 feet through a central angle of 84°35'13" Chord: N13°21'22"E 152.61 feet; thence (10) N66°58'56"E 19.25 feet; thence (11) N46°55'07"W 169.73 feet to the point of beginning.

Containing 51.11 acres +/-

LEGAL DESCRIPTION

AREA C



FOCUS©
CONSULTING
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com

COMPASS POINT SPECIAL COMMERCIAL DISTRICT AREA C BOUNDARY EXHIBIT

LOCATED IN THE NW 1/4 AND NE 1/4 OF SECTION 5
SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH

Date Created:	03/24/2026
Scale:	N.T.S
Drawn:	LH
Job:	23-0260
Sheet:	1 OF 1

J:_2023\23-0260 Overlook - 1300 Acres\Design 23-0260\dwg\exhibits\survey exhibits\23-0260 Property ASD Exhibit.dwg

LEGAL DESCRIPTION

AREA D

LEGAL DESCRIPTION
PREPARED FOR
OVERLAKE 1,300 ACRES
TOOELE CITY, UTAH
July 14, 2026
23-0260
RM

COMPASS POINT SPECIAL COMMERCIAL DISTRICTAREA D LEGAL DESCRIPTION

A part of the Southwest Quarter of Section 5, Northwest and Southwest of Section 8, Northwest Quarter of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, located in Tooele City, Tooele County, Utah, being more particularly described as follows:

Beginning at the West Quarter Corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; running thence N89°32'53"E 432.36 feet to a westerly lot line of Lot 1 of the Tooele City Reuse Lakes and Overlake Golf Course Amended Plat according to the official plat thereof recorded March 16, 2016 as Entry No. 426158 in the Tooele County Recorder's Office; thence along said Lot 1 the following two (2) courses: (1) S13°58'58"W 195.88 feet; thence (2) S54°48'07"E 504.11 feet; thence S36°07'58"W 133.52 feet to a northerly lot line of Lot 3 of said Tooele City Reuse Lakes and Overlake Golf Course Amended Plat; thence along said Lot 3 the following ten (10) courses: (1) N78°08'34"W 24.68 feet; thence (2) S51°20'33"W 105.57 feet; thence (3) S36°43'04"W 86.21 feet; thence (4) Southerly along the arc of a non-tangent curve to the left having a radius of 78.47 feet (radius bears: S50°34'59"E) a distance of 87.89 feet through a central angle of 64°10'26" Chord: S07°19'48"W 83.37 feet; thence (5) S24°45'18"E 561.58 feet; thence (6) S46°35'33"W 174.46 feet; thence (7) S02°00'32"W 754.40 feet; thence (8) S20°44'57"E 311.45 feet; thence (9) S30°18'49"E 490.08 feet; thence (10) N57°13'18"E 37.99 feet; thence S32°48'15"E 74.99 feet to a northerly lot line of Lot 6 of said Tooele City Reuse Lakes and Overlake Golf Course Amended Plat; thence along said Lot 6 the following twenty-three (23) courses: (1) S57°11'45"W 96.69 feet; thence (2) S20°16'36"W 480.65 feet; thence (3) S01°41'58"W 167.36 feet; thence (4) S14°56'09"E 113.43 feet; thence (5) S54°22'20"E 202.34 feet; thence (6) S12°59'46"W 145.94 feet; thence (7) Westerly along the arc of a non-tangent curve to the left having a radius of 89.76 feet (radius bears: S05°09'16"W) a distance of 84.47 feet through a central angle of 53°55'15" Chord: S68°11'38"W 81.39 feet; thence (8) S41°09'39"W 175.60 feet; thence (9) Southwesterly along the arc of a non-tangent curve to the right having a radius of 135.22 feet (radius bears: N48°47'11"W) a distance of 51.78 feet through a central angle of 21°56'19" Chord: S52°10'58"W 51.46 feet; thence (10) S63°09'09"W 167.19 feet; thence (11) Southwesterly along the arc of a non-tangent curve to the left having a radius of 150.12 feet (radius bears: S26°55'10"E) a distance of 199.63 feet through a central angle of 76°11'26" Chord: S24°59'07"W 185.24 feet; thence (12) S13°06'36"E 183.16 feet; thence (13) Easterly along the arc of a non-tangent curve to the left having a radius of 97.99 feet (radius bears: N76°51'26"E) a distance of 199.08 feet through a central angle of 116°24'10" Chord: S71°20'39"E 166.56 feet; thence (14) N50°34'51"E 194.34 feet; thence (15) N67°31'40"E 79.43 feet; thence (16) Easterly along the arc of a non-tangent curve to the right having a radius of 109.85 feet (radius bears: S22°29'18"E) a distance of 91.97 feet through a central angle of 47°58'17" Chord: S88°30'09"E 89.31 feet; thence (17) Easterly along the arc of a non-tangent curve to the left having a radius of 114.83 feet (radius bears: N25°28'49"E) a distance of 64.34 feet through a central angle of 32°06'08" Chord: S80°34'15"E 63.50 feet; thence (18) N83°22'37"E 136.02 feet; thence (19)

LEGAL DESCRIPTION

AREA D

S89°22'57"E 218.36 feet; thence (20) Easterly along the arc of a non-tangent curve to the left having a radius of 64.68 feet (radius bears: N00°41'33"E) a distance of 51.90 feet through a central angle of 45°58'33" Chord: N67°42'16"E 50.52 feet; thence (21) N44°43'04"E 14.86 feet; thence (22) S63°53'51"E 142.98 feet; thence (23) S81°18'06"E 63.05 feet; thence S12°15'54"E 83.35 feet to a northerly lot line of Lot 8 of said Tooele City Reuse Lakes and Overlake Golf Course Amended Plat; thence along said Lot 8 the following five (5) courses: (1) S67°54'50"W 112.80 feet; thence (2) S18°40'42"W 493.75 feet; thence (3) S39°23'25"W 300.27 feet; thence (4) S32°23'21"W 423.77 feet; thence (5) S01°18'15"W 148.48 feet; thence S29°19'01"W 69.12 feet; thence along the arc of a curve to the left with a radius of 110.00 feet a distance of 56.28 feet through a central angle of 29°19'01" Chord: S14°39'31"W 55.67 feet; thence South 4,125.83 feet; thence Northwesterly along the arc of a non-tangent curve to the left having a radius of 2,612.50 feet (radius bears: S36°11'27"W) a distance of 360.85 feet through a central angle of 7°54'50" Chord: N57°45'58"W 360.56 feet; thence N61°43'23"W 695.57 feet to the Section line; thence along said Section line N00°17'29"W 1,668.81 feet to the Southwest Corner of Section 8; thence N00°21'40"W 2,641.98 feet to the West Quarter Corner of Section 8; thence N00°21'37"W 2,642.10 feet to the Southwest Corner of Section 5; thence N00°17'49"W 2,631.28 feet to the point of beginning.

Containing 198.73 acres +/-.

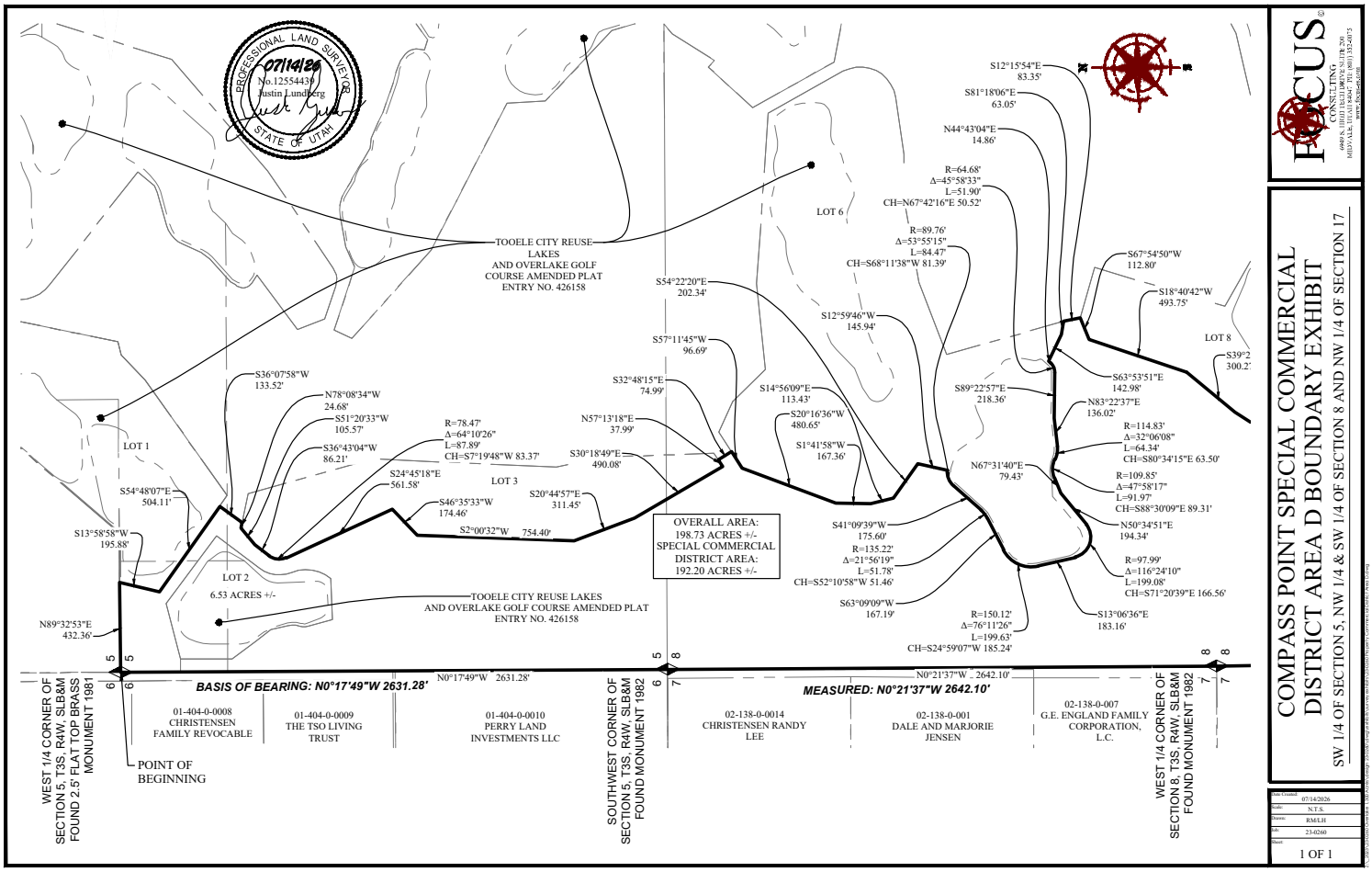
Less and excepting Lot 2 of the of Tooele City Reuse Lakes and Overlake Golf Course Amended Plat according to the official plat thereof recorded March 16, 2016 as Entry No. 426158 in the Tooele County Recorder's Office.

Containing 6.53 acres +/-.

SPECIAL COMMERCIAL DISTRICTAREA 192.20 ACRES +/-

LEGAL DESCRIPTION

AREA D



FOCUS ENGINEERING CONSULTING

COMPASS POINT SPECIAL COMMERCIAL DISTRICT AREA D BOUNDARY EXHIBIT

SW 1/4 OF SECTION 5, NW 1/4 & SW 1/4 OF SECTION 8 AND NW 1/4 OF SECTION 17

Date Created:	07/14/2026
Scale:	N.T.S.
Drawn:	RM/LH
Job:	23-0260
Sheet:	1 OF 1

LEGAL DESCRIPTION

AREA D

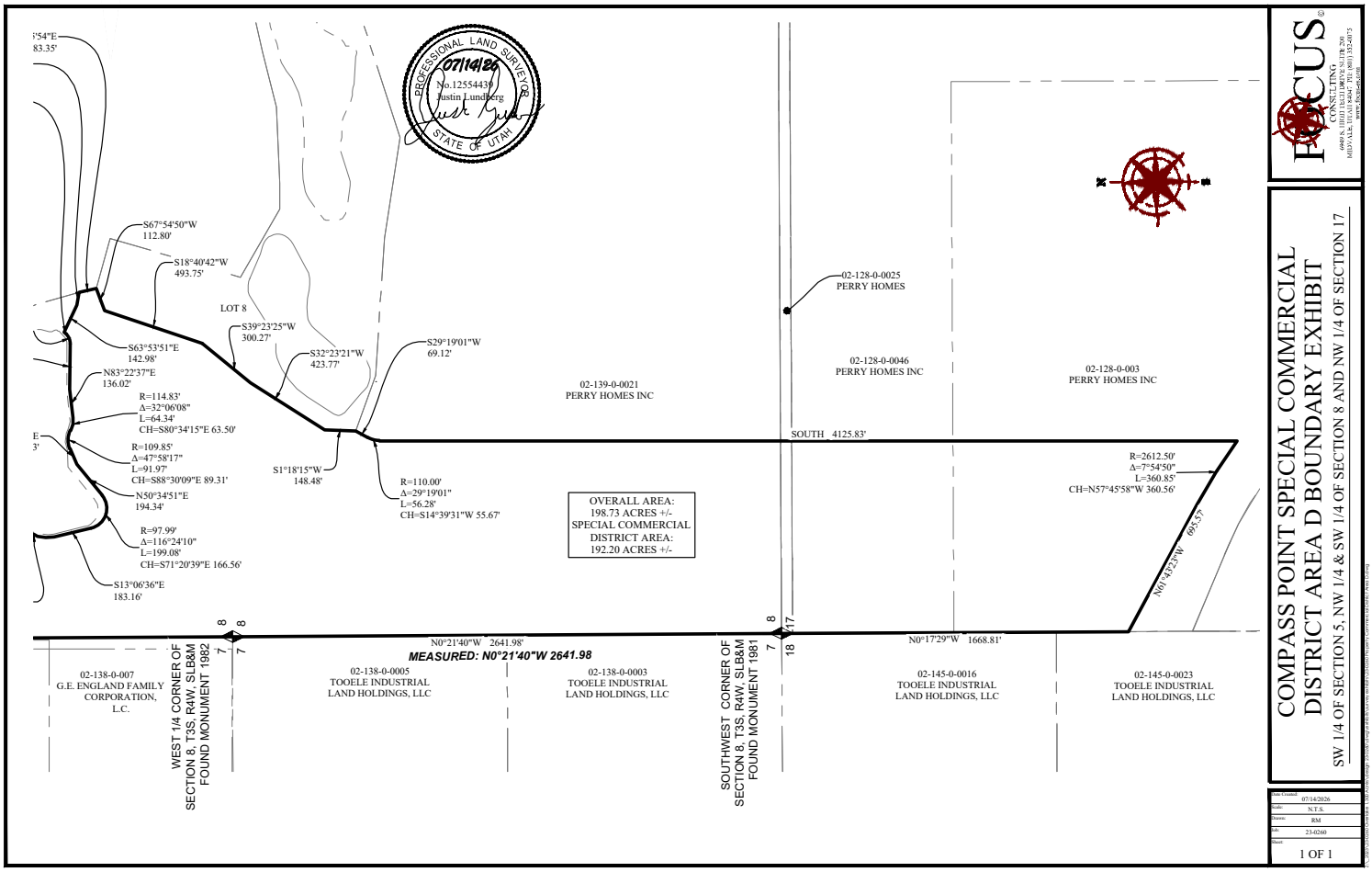


Exhibit C

Staff Report

STAFF REPORT
August 18, 2026

To: Tooele City Planning Commission
Business Date: August 26, 2026

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, Community Development Director

Re: **Compass Point Commercial Special District (CSD) – Zoning Map Amendment Request**

Application No.:	2026005
Applicant:	Jake Finlinson, representing Perry Commercial
Project Location:	Approximately 3100 North SR-36 (Area "A"), 800 West 1000 North (Area "B"), 3300 North 400 West (Area "C"), and 1200 West 2400 North (Area "D").
Zoning:	Varies. See "background" section below for zoning descritions.
Acreage:	Approximately 398.1 Acres (Approximately 17,341,236 ft^2)
Request:	Request for approval of a zoning map amendment to re-assign the zoning for the areas described above to the Compass Point Commercial Special District (CSD) zoning district and to adopt the proposed CSD development standards as Compass Point CSD Zoning Ordinance.

BACKGROUND

This application is going to result in a very lengthy and fairly complicated staff report. Please bear with Staff as we attempt to accurately describe the scope of this complicated request. The proposed CSD is divided into four non-contiguous areas and is currently contingent upon City Council approval of a specific text amendment regarding minimum qualifications for a CSD. The applicant has been apprised that if the Council, for whatever reasons, does not adopt the proposed text amendment this entire application becomes invalid and they will start over in the process. Area A consists of 116 acres and is located at the intersection of 3100 North and Main Street (SR-36). Area B consists of 39 acres and is located west of the intersection of 600 West and 1000 North. Area C consists of 51 acres and is located north of the Overlake Golf Course, east of the Tooele City waste water reclamation plant at 400 West. Area D is located west of the golf course at 1200 West stretching from approximately 1500 North to the City's waste water reclamation plant. The CSD request seeks to change the zoning of all of the 398 acres to the Compass Point CSD zoning district and to adopt specific development standards as the new zoning code for the Compass Point CSD zoning district.

In compliance with the proposed text amendment regarding the qualifications for a CSD this application not only involves a Zoning Map Amendment and adoption of the accompanying zoning code, it also must include a recommendation to amend the Land Use Map of the Tooele City General Plan after consideration and deliberation. A CSD is a commercial zoning district and in order for a CSD to comply with the Land Use Map, the land use designation must also be amended in conjunction with this application.

ANALYSIS

General Plan and Zoning.

Area "A": The current zoning for this geographical area consisting of 8 individual parcels of record is predominantly GC General Commercial. There is a small portion of Area "A" that is currently zoned Compass Point RSD. The Land Use Designation for Area "A" is mostly Medium Density Residential (MDR) along the majority of the western two-thirds with Regional Commercial (RC) on all of the properties having immediate frontage on SR-36. The property as it is currently zoned is not compliant with the current land use designations of the Land Use Map. The GC zone is not a recommended zoning district for the MDR and RC land use designations.

Area "B": The current zoning for this geographical area consisting of 1 parcel of record is NC Neighborhood Commercial. The Land Use Designation for this parcel is Community Commercial (CC). This parcel does not require a re-assignment of Land Use as the parcel is already commercially designated. The NC zoning district assigned to this property is in compliance with the CC land use designation of the Land Use Map.

Area "C": This area consists of 1 parcel of record and was incorporated into the Compass Point RSD and currently bears the Compass Point RSD zoning district. The Land Use Designation for this area is Medium Density Residential (MDR). The RSD Zoning district is a recommended zoning of the MDR land use designation and currently in compliance with the Land Use Map.

Area "D": As with Area "C", Area "D" was also incorporated into the Compass Point RSD. However, for reasons related to the number of units authorized to Perry Homes as per the Overlake Settlement Agreement, the applicant may have more land than can be utilized for residential development due to the cap placed on the number of units as per the settlement agreement. The property is designated as Medium Density Residential on the Land Use Map of the Tooele City General Plan. The Compass Point RSD Zoning district is a recommended zoning of the MDR land use designation and currently in compliance with the Land Use Map.

Land Use Designation.

In order to qualify for a CSD the properties must have a commercial land use designation. A CSD is a commercial zone and Tooele City codes require that all assigned zoning districts comply with the Land Use Map of the Tooele City General Plan. A text amendment conducted by the applicant will permit CSD applications to combine a Land Use Map Amendment and a CSD Zoning Map Amendment into one application. Therefore, the Planning Commission must first evaluate and recommend a commercial land use designation for each property or geographic area involved in the CSD request. This section evaluates each area and a commercial land use designation for each area.

Area "A": Area "A" is predominantly located adjacent to a recently constructed signalized intersection at 3100 North Main Street (SR-36). The frontage of the properties located within Area "A" are already designated as RC. With the signalized intersection and the proximity of the properties to Tooele City's largest transportation corridor this area is prime commercial real estate. 3100 North is a major collector street as well. A commercial land use designation for these properties is the highest and best land use and of the greatest benefit to Tooele City as a whole. A Regional Commercial (RC) designation would suit these properties nicely.

Area "B": Situated immediately north of 1000 North and west of the signalized intersection at 600 West, this area is a prime location for commercial. With a Community Commercial land use designation

already assigned this property is not in need of any re-assignment of land use designation.

Area "C": Located north of the existing Links at Overlake Golf Course and east of the Tooele City waste water treatment plant one could easily envision this geographical area as being residential. However, Tooele County has plans to construct the proposed 3300 North Parkway extending east to west along Tooele City's northern municipal boundary. This road will be an arterial collector class road and will bring significant amounts of vehicular traffic travelling east and west between SR-36 and the future Mid-Valley Highway. Given the amount of residential zoning that already exists in the Compass Point RSD and the limited number of residential units available to Perry Homes, as well as the frontage onto a major transportation corridor, this property would be better served and provide greater benefit to Tooele City with a Regional Commercial land use designation.

Area "D": This long strip of property extending north to south from 1500 North to the City's waste water treatment facility along the future 1200 West corridor is a bit of an enigma. Perry Homes has included this area in the Compass Point RSD but has indicated within the RSD that this area could very well end up as commercial / light industrial, depending upon the allocation of units per the Settlement Agreement throughout the residential areas. In other words, this may be excess residential property. It also will eventually have frontage on 1200 West, another arterial collector road. Granted it may be 20 years before this property develops. The developer would like this property to also be included in the CSD and in order for that to happen the property must have a commercial land use designation in the Land Use Map of the General Plan. A Regional Commercial designation would suit this property well.

Commercial Special Districts (CSDs).

Commercial Special Districts are authorized by Tooele City Code 7-16a CSD Commercial Special Districts. A CSD is the establishment of a new zoning district applicable to a specific geographical area identified within the CSD. Approval of a CSD shall include both an amendment to the Zoning Map and the adoption of an ordinance to govern development within the CSD.

As per Tooele City Code 7-16a-5 Standard of Review, the Planning Commission and the City Council are under no obligation to approve a CSD and also under no obligation to approve any single feature, element or provision proposed with an application for a CSD. Every CSD application shall be considered for its own merits and the benefits it brings to the City. Approvals for a CSD shall be based upon the following:

1. The CSD will result in development of properties in a manner that is not reasonably feasible under the terms of the standard zoning districts.
2. The CSD will result in development of properties that will provide a substantial benefit to the City.
3. The CSD will result in development of properties in a manner that provides uses, configurations and product types that are unique to the community or address a documented deficiency in the standard zoning districts.

As per Tooele City Code 7-16a-6 Processes and Procedures, a CSD shall not alter or change the approval processes to be employed for land use applications within the CSD. Approval processes shall proceed as required by Tooele City Code and Utah State Code.

CSDs do not change or alter building code and fire code requirements. Building and fire codes are required by State mandates and nothing in the CSD can alter or amend the requirement to adhere to all pertinent building and fire codes.

The Compass Point CSD.

The Compass Point CSD is a 23 page zoning ordinance that will govern future commercial development in Areas A, B, C and D. The proposed document contains the following:

1. **Purpose and Intent**: Establish customized development standards tailored to the unique character and objectives of Compass Point.
2. **Mapping**: A map that demonstrates the geographical locations that will be included in and governed by the CSD.
3. **Permitted and Conditional Uses**: The CSD provides its own list of permissible uses that may occur in the district. Conditional uses will still require Planning Commission approvals and all permitted uses will still be subject to business licensing and building permit requirements.
4. **Development Standards**: This section will govern issues such as lot size, building setbacks, building height and site design.
    a. Lot sizes: No restriction on lot size and no restriction on lot coverage, however, lot coverage will still be restricted by required parking, building setbacks and required landscaping.
    b. Building Setbacks: Setbacks are minimal in the CSD. 10 feet on the front and 10 feet on the corner sides with 0 setbacks for the rear and interior sides. Buildings exceeding 4 stories in height shall maintain a setback from residential zones equal to the height of the building.
    c. Building Height: Up to 8 stories.
5. **Utilities**: The CSD requires that new utility lines shall be buried where feasible.
6. **Landscaping Requirements**: Requires park strip landscaping and street tree installation as well as 10% interior landscaping for each individual commercial lot. Prohibits the use of irrigated sod and requires trees be planted in specific locations in parking lots but otherwise does not provide any landscaping standards above and beyond current City landscaping requirements.
7. **Fencing and Screening**: Specifies approved and prohibited fencing types. Requires 6 foot masonry fencing between residential and commercial properties. Requires screen fencing for vehicle storage areas associated with automobile repair as well as screening of outdoor storage areas, loading docks, mechanical equipment. Requires screen walls to resemble the main structure in color and materials.
8. **Site Lighting**: Requires street lighting to comply with the standards of the North Tooele Special Service District. Interior lighting shall be directed down and into the site and shall take measures to limit light pollution and preserve the "dark sky." Includes verbiage about monument sign lighting but doesn't provide any specific standards. Prohibits unshielded light fixtures and prohibits the use of flashing or strobing lights.
9. **Off-street Parking Requirements**: Establishes a standard parking requirement of 4 parking spaces for each 1,000 square feet of gross floor area for all commercial uses. Permits the Community Development Director authority to approve parking requirements for schools, hospitals, flex spaces and warehouse and authorizes shared parking arrangements.
10. **Architectural Design Standards**: The CSD does provide architectural design standards for development within the CSD but doesn't provide any specific standards to be followed other than some façade articulation along every 70 feet of building façade frontage. It also does require the same design consideration given to all four building facades.
11. **Amenities**: Specifically does not require any public or private amenities. It does authorize the Community Development Director to reduce landscaping requirements if amenities are provided.
12. **Transportation**: Not much here. The CSD simply refers to City standards for road construction and emergency vehicle access requirements.
13. **Signage**: Permits the construction of pylon signs on properties with frontages on 3100 North, SR-36 and Meridian way. Establishes maximum pylon sign height at 35 feet and a maximum

sign size of 350 square feet. The CSD also permits the construction of a large Compass Point Entry monument sign as well as a Tooele City entry monument sign on the north end of the CSD.

14. **Example Images**. Contains images of what development in the CSD may look like.
15. Legal descriptions of the properties incorporated into the CSD.

All development standards, uses, and requirements not addressed by the CSD would automatically default back to the standard City code.

Tooele City Staff has worked diligently with the applicant to form a CSD that both satisfies the needs of the developer but also works for the City Staff who will be charged with enforcing the standards of the CSD long after the applicant has moved on from the development. The Planning Commission and the City Council's responsibility with this CSD is to determine that it meets the three approval criteria as described in this staff report above and below. One issue that staff has been working with the applicant to resolve is a clear demonstration that this CSD brings development standards that are above and beyond what are required or permitted by the City's standard commercial zoning districts. There are elements of the CSD that are different from the requirements of the standard zoning districts but are they better? Are they a step up from the standard zoning requirements or are they just different? The applicant's position is that the CSD is a step above the standard zoning code requirements.

Criteria For Approval. The criteria for review and potential approval of a Commercial Special District request is found in Section 7-16a-5 of the Tooele City Code. This section depicts the standard of review for such requests as:

1. The CSD will result in development of properties in a manner that is not reasonably feasible under the terms of the standard zoning districts.
2. The CSD will result in development of properties that will provide a substantial benefit to the City.
3. The CSD will result in development of properties in a manner that provides uses, configurations and product types that are unique to the community or address a documented deficiency in the standard zoning districts.

Tooele City Code 7-16a-3 Residential Special Districts and Size also require that the Planning Commission consider the land use designation of the properties involved in the CSD and that if the CSD is to be approved that the Land Use Map be amended and the designation of the subject properties be re-assigned to a commercial land use designation.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Commercial Special District Map Amendment requrest and has issued the following comments:

1. If the Planning Commission is to recommend in favor of the CSD the Planning Commission should also recommend the Land Use Map be amended re-assigning the land use designation for Areas A, C and D to Regional Commercial (RC). Area B already maintains a Community Commercial Land Use Map designation.
2. The proposed CSD is good but is it great? Many of the standards proposed in the CSD are the same as current zoning standards in the City's commercial zones. There are reductions in setbacks, increases in building heights and additional screening requirements for certain situations but are these greater and above and beyond what is required by standard zoning codes. The Planning Commission and the City Council ultimately will be the final decision in this regard. Staff feels the CSD is good but that it

could be better with greater architectural and landscaping requirements and amenities to make this area really "pop" as a great contribution to the City acting as a gateway to Tooele City.

3. It has been suggested by others that Tooele City is not a City that deserves something special in regards to what Compass Point could bring. Staff wants to remind the leadership teams that Tooele City is a sum total of the vision of its leaders. If this proposed CSD doesn't meet the 3 criteria listed in this report the Planning Commission and City Council are not obligated in any way, shape or form to approve the CSD as it is currently configured. If City leaders really want something special at the northern entrance to Tooele City, now is the time to get it. You are well within your authorities to grant the CSD as it is or to require more from the applicant in exchange for the CSD. Tooele City may not be Aspen Colorado in terms of its financial situation or location but it is a growing City and is deserving of greater standards and amenities for those residents who have chosen to live here.

Engineering & Public Works Review. The Tooele City Engineering and Public Works Divisions have reviewed the proposed CSD extensively and have issued comments that would directly involve public utilities and rights-of-ways. Many of the disclaimers in the CSD referring to existing city codes and standards are a direct result of their comments. Both departments did not issue any recommendations for the language of the CSD for this report, but where involved in the initial reviews.

Tooele City Fire Department Review. The Tooele City Fire Department has been involved in the review of previous iterations of the CSD and have made comments. In general the CSD states that all fire regulations as required by state and local fire codes will be adhered to.

Noticing. The applicant has expressed their desire to rezone the subject property and do so in a manner which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

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

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

1. The effect of the proposed application on the character of the surrounding area.
2. The degree to which the proposed application is consistent with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed application is consistent with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed application is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the properties for the uses proposed.
6. The degree to which the proposed application will or will not be deleterious to the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed application conforms to the general aesthetic and physical development of the area.

8. Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Whether or not public services in the area are adequate to support the subject development.
11. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

The Planning Commission shall also evaluate the proposed CSD against the approval criteria established in Section 7-16a-5 of the Tooele City Code. This section depicts the standard of review for such requests as:

1. The CSD will result in development of properties in a manner that is not reasonably feasible under the terms of the standard zoning districts.
2. The CSD will result in development of properties that will provide a substantial benefit to the City.
3. The CSD will result in development of properties in a manner that provides uses, configurations and product types that are unique to the community or address a documented deficiency in the standard zoning districts.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the Compass Point Commercial Special District (CSD) Zoning Map Amendment request by Jake Finlinson, representing Perry Commercial, as indicated on the proposed zoning map in Exhibit "A" in this staff report, to re-assign the land use designation for Areas A, C and D to the RC Regional Commercial Land Use designation, and to recommend approval of the text of the Compass Point CSD as proposed in Exhibit "B" in this staff report, application number 2026005, based on the findings listed in the Staff Report dated August 18, 2026."

1. List any additional findings and conditions…

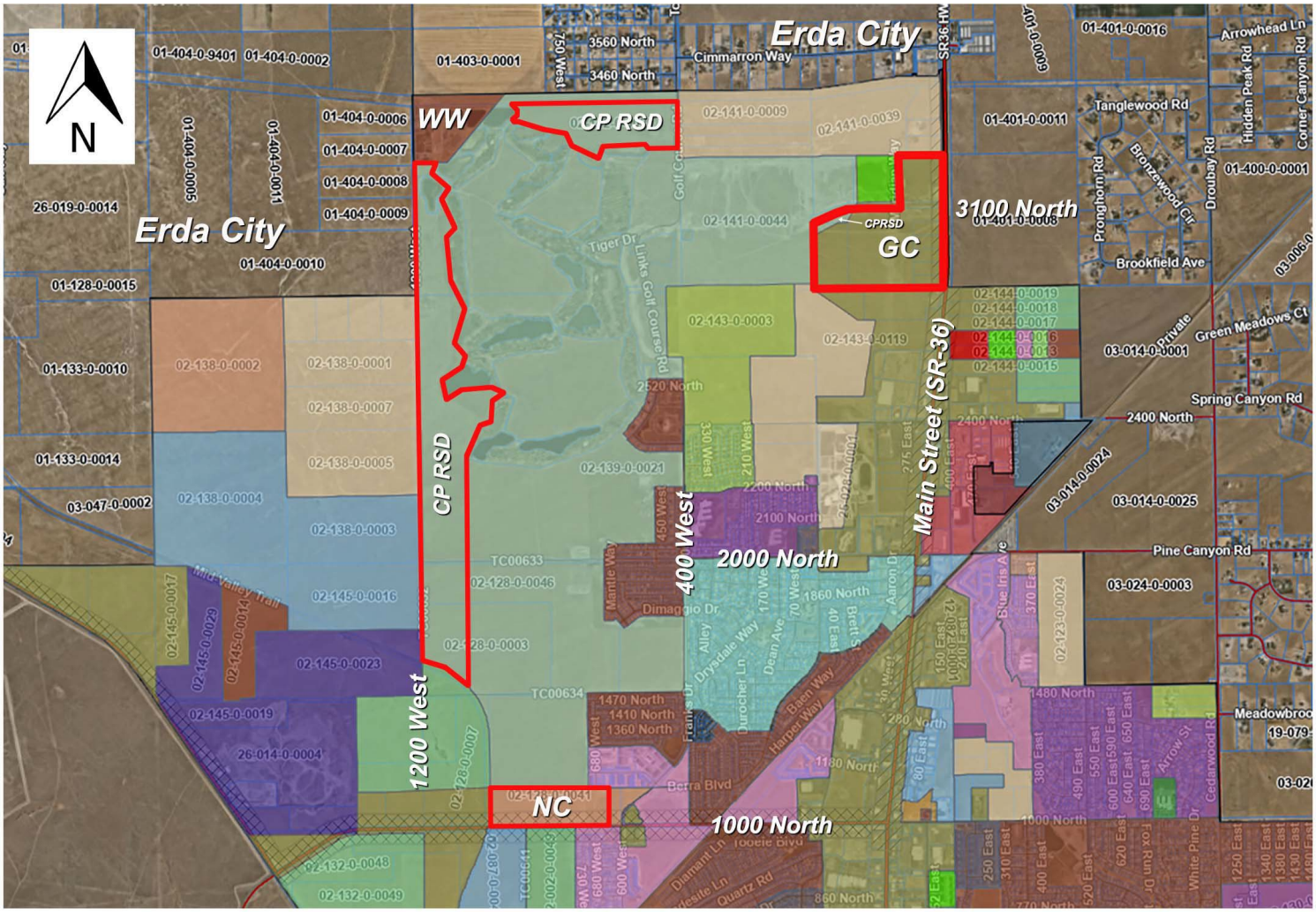
Sample Motion for a Negative Recommendation – "I move we forward a negative recommendation to the City Council for the Compass Point Commercial Special District (CSD) Zoning Map Amendment request by Jake Finlinson, representing Perry Commercial, as indicated on the proposed zoning map in Exhibit "A" in this staff report, to re-assign the land use designation for Areas A, C and D to the RC Regional Commercial Land Use designation, and to recommend approval of the text of the Compass Point CSD as proposed in Exhibit "B" in this staff report, application number 2026005, based on the following findings:"

1. List findings…

EXHIBIT A

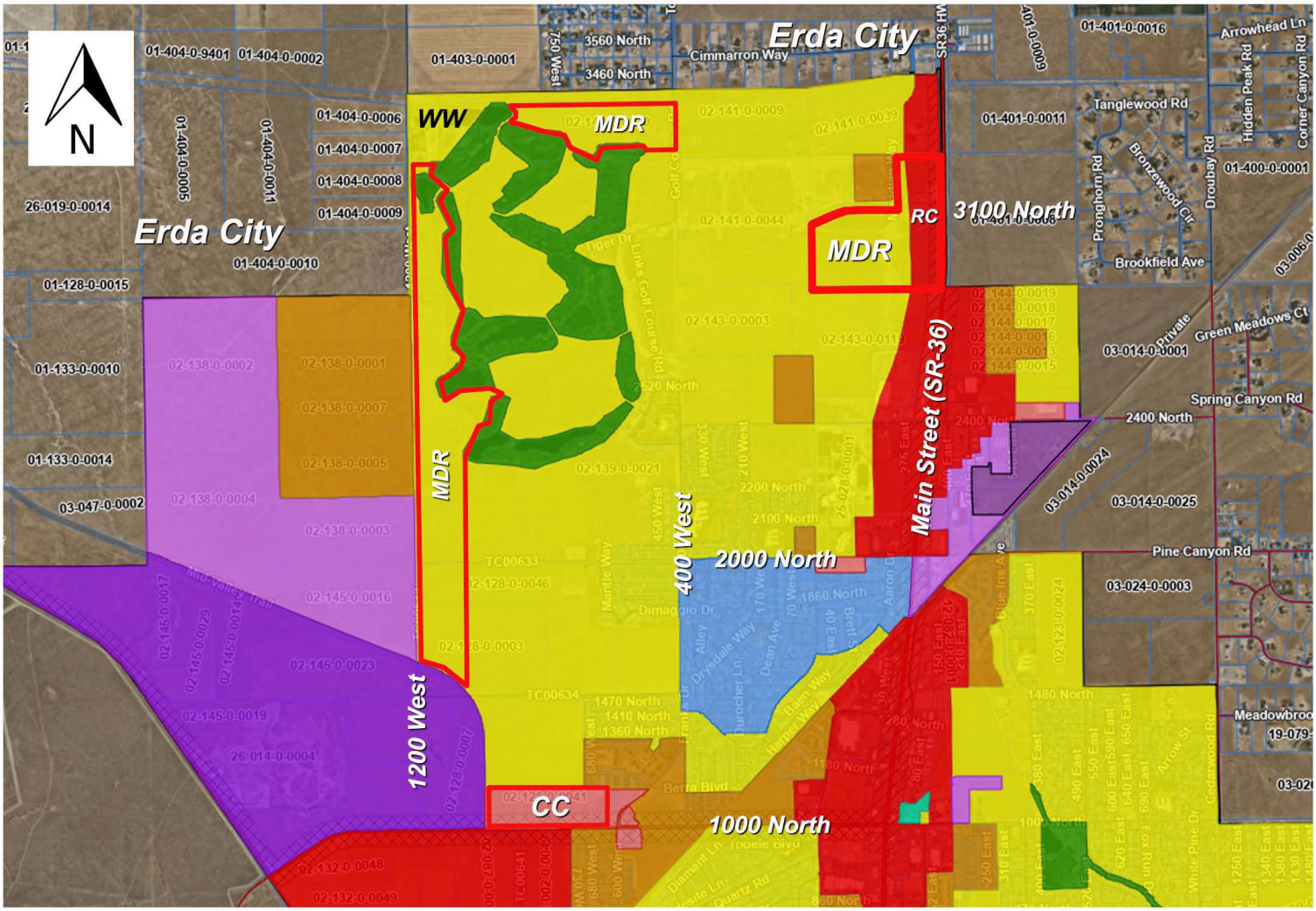
MAPPING PERTINENT TO THE COMPASS POINT COMMERCIAL SPECIAL DISTRICT (CSD) ZONING MAP AMENDMENT

Compass Point CSD Zoning Map Amendment



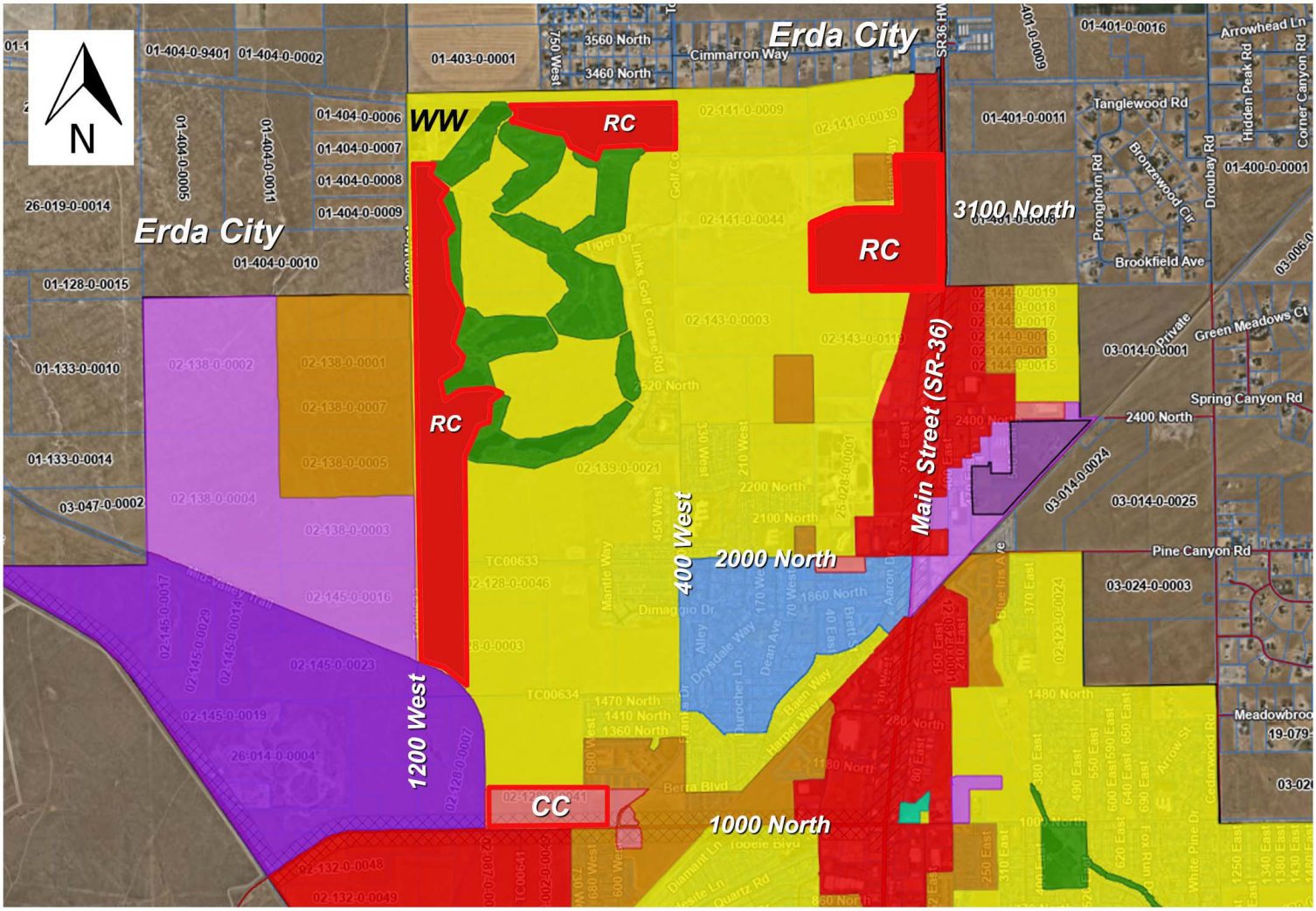
Current Zoning

Compass Point CSD Zoning Map Amendment



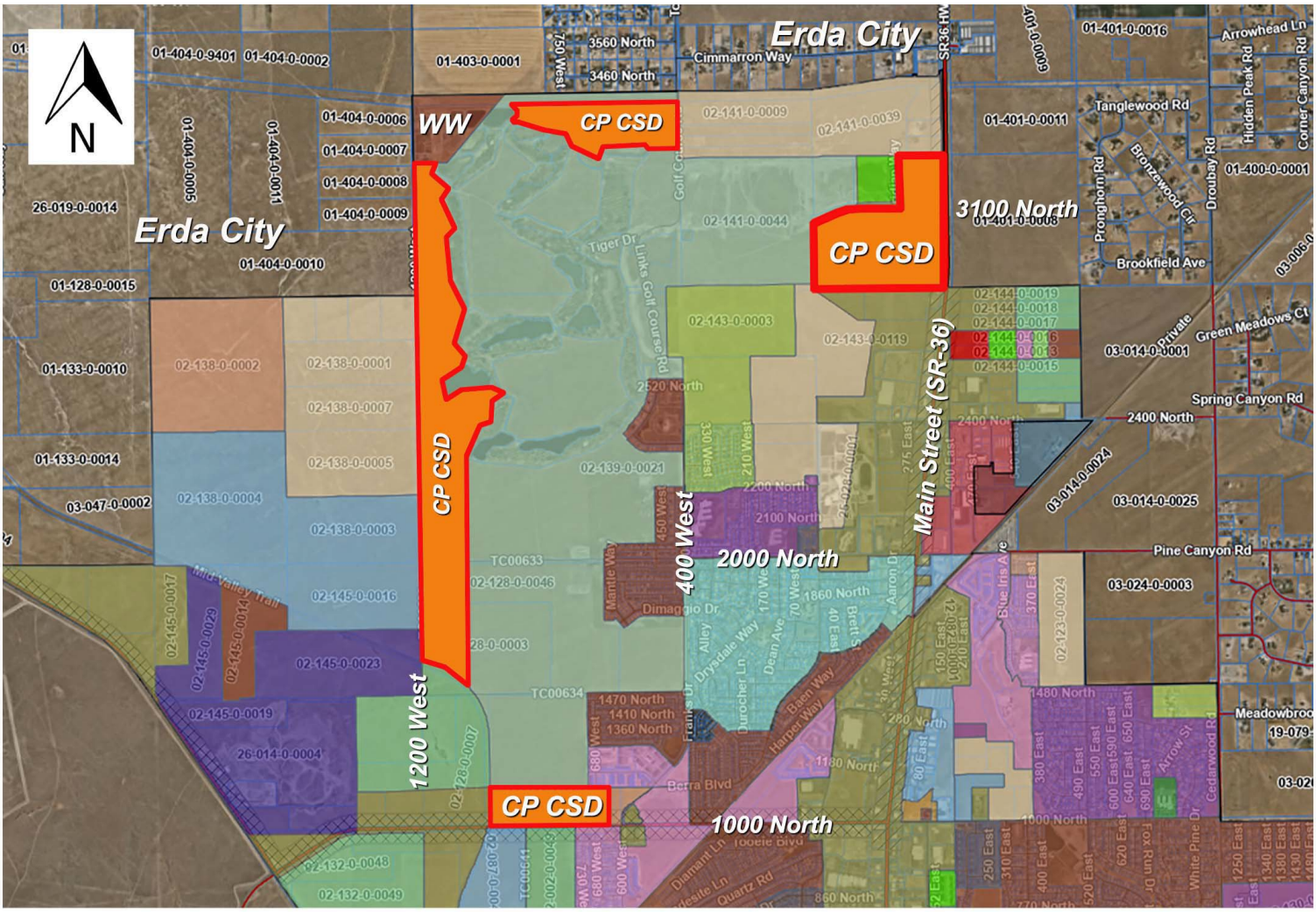
Current Land Use

Compass Point CSD Zoning Map Amendment



Proposed Land Use

Compass Point CSD Zoning Map Amendment



Proposed Zoning

EXHIBIT B

PROPOSED COMPASS POINT CSD

COMPASS POINT

commercial special district

prepared by

FOCUS CONSULTING

TABLE OF CONTENTS

03. purpose & intent

04. proposed bubble plan

05. permitted & conditional uses

07. development standards

08. utility lines

08. landscape standards

09. fencing & screening

09. lighting

10. off-street parking

11. architectural / vertical

11. amenities

11. transportation

12. signage

13. example images

14. legal descriptions

COMPASS POINT
COMMERCIAL SPECIAL DISTRICT

purpose & intent

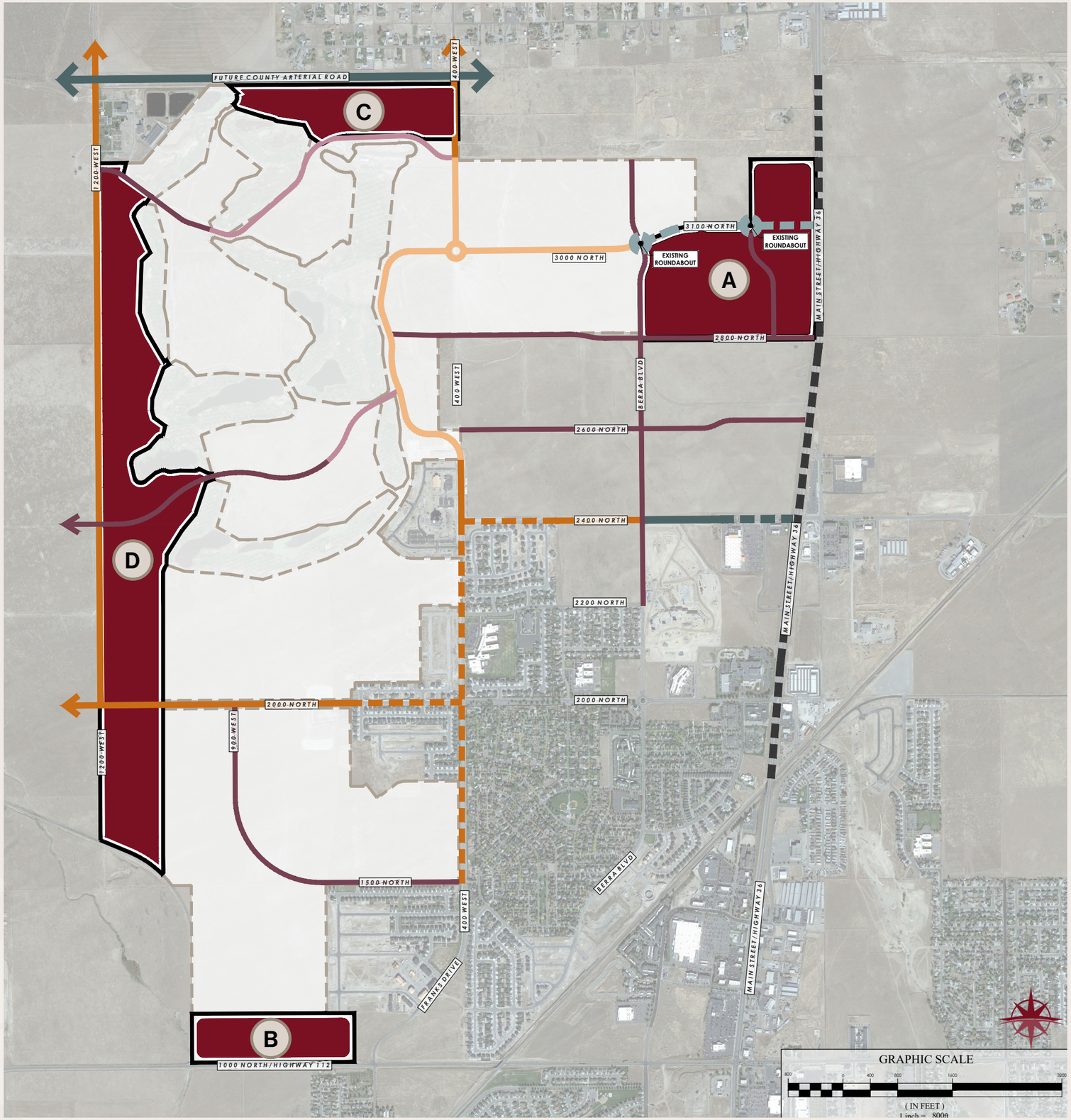
The purpose of the Compass Point Commercial Special District (CSD) is to establish a clear, master-planned framework for commercial development within the broader Compass Point community. Consistent with the intent of the Tooele City Commercial Special District, this CSD establishes customized development standards tailored to the unique character and objectives of Compass Point. These standards provide a coordinated approach to site planning, architecture, landscaping, circulation, and development while allowing flexibility beyond the City's standard zoning regulations to achieve a cohesive, high quality commercial environment. This CSD will provide elevated lighting, landscaping, architectural, screening, and signage standards above that which is in the current commercial ordinance.

The Compass Point CSD is intended to:

- Enable a cohesive commercial environment that supports daily services, employment, and destination-oriented retail/entertainment uses.
- Ensure compatibility with adjacent residential neighborhoods through lighting controls and internal connectivity.
- Provide predictable development standards for future users.

This CSD is the governing document for development standards within the Compass Point Commercial Special District. Development standards not specifically addressed herein shall be governed by the applicable provisions of the Tooele City Code..

proposed BUBBLE PLAN



tabulations

398.1 acres ..... total acreage

116 acres ..... area A

38.9 acres ..... area B

51 acres ..... area C

192.2 acres ..... area D - see boundary exhibit

legend

- commercial special district[1]
- residential special district
- 66' existing sub- collector
- 66' proposed sub- collector
- 69' proposed sub- collector with trail
- 84' existing major collector
- 84' proposed major collector
- 103' proposed modified major collector
- 106' existing arterial
- 106' proposed arterial
- 125' existing arterial with trail corridors
- project boundary
- project boundary - residential special district

Note:
1. Acreage designated within Area B may be transferred to Area D. Such adjustments shall not result in an increase to the total commercial acreage authorized for commercial or industrial uses within the Overlake Properties. Any commercial acreage transferred from Area B to Area D pursuant to this provision shall thereafter be governed by the Compass Point Residential Special District Plan and applicable residential land use designations and development standards.

PERMITTED & CONDITIONAL USES

Accessory Building	P	Cultural Activities and Uses	P	Heliport	C	Personal Services	P
Accessory Drive Through Facility[1]	C	Day-Care/ Pre-School Center	P	Hotel	P	Pet Shop/Pet Grooming	P
Accessory Dwelling Unit for Caretaker Only	C	Dry Cleaner	C	Hotel *(with outdoor use)*	C	Pharmacy	P
Accessory Outdoor Sales and Display Incidental to an Allowed Use	C	Fast Food Restaurant	P	Indoor/Enclosed Storage	P	Private Club/Bar	C
Accessory Outside Storage	C	Financial Services	P	Laundromat	P	Professional Office *(may be located within an existing structure)*	P
Amusement Facility	P	Flex *(combination of office and/or retail, with warehousing with docks)*	P	Light Manufacturing	C	Public Use	C
Automobile Sales and Rental	C	Funeral Home/Mortuary	P	Liquor Store	C	Public or Private Educational Facility	C
Automobile Service and Repair *(with outdoor vehicle storage)*	C	Garden Center	P	Medical Cannabis Pharmacy	P	Reception Center *(may be located within an existing structure)*	C
Bar	P	Hardware and Garden Supply Store	P	Membership Club	C	Recreational Facility *(Indoor)*	P
Bed and Breakfast Inn	P	Health Care Facility	P	Motel	P	Recreational Facility *(Outdoor)*	C
Business Office *(may be located within an existing structure)*	P	Health Care Provider *(may be located within an existing structure)*	P	Nursing Home, Convalescent Care Facility	P	Recycling Collection Site	C
Conference Center	P	Health Club *(with outdoor pool or sports use*	C	Open Space Areas, Trails	P	Repair Shop *(household and personal goods with no outside storage)*	P
Contractor's Display/ Office	C	Heavy Equipment Sales and Rental as an Accessory Use to an Established Retail Use	C	Park and Ride Facilities	C	Research Facility	P
Convenience Store *(with or without gasoline sales)*	P	Health Club *(no outdoor use)*	P	Parking Structure	C	Restaurant *(may be located within an existing structure)*	P

PERMITTED & CONDITIONAL USES

Retail Sales Accessory to an Allowed Use	P	Temporary Construction Office	P	Theater *(Outdoor)*	C	Warehouse	P
Retail Store *(may be located within an existing structure)*	P	Temporary Seasonal Use	C	Tobacco Specialty Store[2]	C		
Retail Store or Commercial Center *(no maximum or minimum square footage limitations)*	P	Temporary Use	C	Utility Service Facility *(major or minor)*	C		
Shooting Range *(Indoor)*	C	Theater *(Indoor)*	P	Veterinary Clinic/ Animal Hospital Operating Entirely Within an Enclosed Building	P		

Note:

1. Drive-through lanes shall be screened from dedicated public rights-of-way with landscaping, berms, decorative fencing, walls, or a combination thereof, as necessary to minimize headlight glare and visual impacts in accordance with Section 4 of the CSD Design Standards.

2. This use is not permitted if any part of the proposed or existing building containing the use is located within 1,500 feet from (a) any school (public or private kindergarten, elementary, middle, charter, junior high, high school), public park, public recreational facility, youth center, library, or church, (b) any other Tobacco Specialty Store, or (c) on Vine Street. Distances shall be measured in a straight line, without regard to intervening structures or zoning districts, from a Tobacco Specialty Store structure to the property line of a school, public park, library, church, youth center, cultural activity, zoning district boundary, or other Tobacco Specialty Store. (Ord. 2011-19, 01-18-12)

3. All uses listed as conditional must receive Planning Commission approval to be permitted within the Compass Point CSD.

4. Any use not listed is therefore not permitted. For definitions of uses, please see Tooele City Code 7-1-5.

5. Outdoor fenced storage may be an accessory use to any permitted or conditionally permitted use, provided it is screened in accordance with Section 4 of the CSD Design Standards.

DESIGN STANDARDS

1. DEVELOPMENT STANDARDS

The following standards reflect the Compass Point CSD application submittal and are intended to be the baseline district standards. Adherence to these standards shall be reviewed and approved by Tooele City as part of a commercial site plan application. All site plan applications only need to be administratively approved, with no Planning Commission approval, unless otherwise stated for variations or conditional uses.

1.1 Lot / Site Standards

Standard	Requirement
Minimum Lot Size	no restrictions
Lot Coverage	no restrictions
Minimum Lot Width *(interior)*	60'
Minimum Lot Width *(corner)*	80'

1.2 Setbacks

Standard	Requirement
Minimum Front Setback	10'
Minimum Side Setback *(interior)*	0' with provision that alternate PU&DE is provided
Minimum Side Setback *(corner)*	10' to street side of corner lots (for PU&DE)
Minimum Rear Setback	0'
4+ Story Setback	Buildings exceeding four (4) stories in height shall be setback from any residential use or residential zoning district a distance equal to the height of the building as measured from the nearest residential property line. *Only educational facilities, healthcare facilities, and associated accessory uses shall be permitted to exceed four (4) stories in height.

Note: Buildings shall remain outside of established Public Utility and Drainage Easements (PU&DE) unless otherwise approved by the applicable utility providers and the City. All buildings shall comply with all applicable building and fire code requirements.

1.3 Building Height

Standard	Requirement
Minimum	1 story
Maximum	Permitted to go up to 8 stories – Must comply with Section 4.2 of this CSD. The remainder of the acreage will have a maximum height of 4 stories.

1.4 Site Design

The location and arrangement configuration of buildings shall be approved by City staff at the site plan application.

DESIGN STANDARDS

2. UTILITIES

New utility transmission lines shall be placed underground where feasible and in accordance with applicable City utility requirements. Third-party utility lines shall not be installed within the pavement section of public or private roadways, except for roadway crossings installed within approved conduit.

3. LANDSCAPE

3.1 General Landscaping Requirements

1. All park strip areas, except approved drive approaches, sidewalks, and utility areas, shall be landscaped and maintained.
2. Landscaping within park strips shall consist primarily of hardscape materials, decorative rock, mulch, water-wise shrubs and plantings, or similar low-water landscaping materials approved by the City. Seed, sod, traditional lawn, and artificial turf areas shall be prohibited within park strips.
3. Street trees shall be installed at a maximum spacing of 30 feet on center along all public streets. Tree species shall be selected in accordance with the Tooele City Street Tree Selection Guide.
4. A minimum of two (2) trees shall be planted per park strip frontage. Where a lot abuts public streets along the front and side boundaries, trees shall be installed along both front and side street frontages. Trees shall not be required along rear street frontages.
5. Trees shall be a minimum two inch (2") caliper measured one foot above grade and a minimum six feet (6') in height at the time of planting.
6. Where park strips are less than five feet (5') in width, required trees shall be installed behind the sidewalk on private property.
7. Along Main Street and 3100 North, enhanced landscaping shall be provided to improve corridor aesthetics and soften the appearance of loading docks, outdoor storage areas, refuse areas, and similar service functions. Landscaping shall utilize a combination of trees, shrubs, berming, decorative walls, and layered plantings designed to provide partial screening while maintaining visibility of

3.2 Landscaping for Individual Lots

1. A minimum of ten percent (10%) of each lot shall be landscaped. Required landscaped areas may include parking lot islands, landscaped drainage areas, plazas, trails, pergolas, outdoor gathering areas, and similar amenities approved by the City.
2. The use of sod shall be prohibited except where approved by the City for functional turf areas or public amenities.
3. Parking lot landscape islands with shade trees and approved landscape materials shall be installed at the ends of parking rows.
4. Shade trees shall be incorporated within parking areas to provide enhanced parking lot landscaping and shall be provided at intervals of not more than sixteen (16) parking stalls. Trees shall not be required within parking rows adjacent to buildings.
5. Parking lot trees shall be a minimum two inch (2") caliper at the time of planting.

DESIGN STANDARDS

4. FENCING & SCREENING

4.1 General Standards

1. Fencing shall be constructed of durable materials including masonry, split-face block, decorative metal, vinyl, composite, wood, or other similar materials approved by the City.
2. Chain-link fencing shall be prohibited along public street frontages except where approved for utility, service, temporary construction, or similar uses.
3. Barbed wire, razor wire, electrified fencing, and similar security fencing shall only be permitted where allowed by the Tooele City Code.
4. All fencing shall be maintained in good repair and free from deterioration, leaning, missing materials, or graffiti.

4.2 Commercial Uses Adjacent to Residential Uses

1. Where a commercial use abuts a residential use or residential zoning district along a shared property line, a minimum six-foot (6') tall masonry, concrete, vinyl, composite, or other similar screening fence shall be installed.
2. Required screening fences shall be maintained by the property owner in a safe and orderly condition.

4.3 Vehicle Storage Areas

Outdoor vehicle storage areas associated with automobile repair or similar uses shall be screened from adjacent public streets and residential uses by a minimum six-foot (6') tall fence or wall constructed of masonry, concrete, vinyl, composite, or other similar material.

4.4 Screening of Service Areas

1. Outdoor storage areas, loading areas, mechanical equipment, and refuse containers shall be screened in accordance with the fencing and screening standards of the Commercial Special District.
2. Screening walls and enclosures shall utilize materials and colors compatible with the primary structure.

4.5 Height and Visibility

1. Fence height shall comply with the requirements of the underlying zoning district and applicable provisions of the Tooele City Code.
2. Fencing shall not obstruct required visibility triangles or create vehicular or pedestrian safety hazards.

5. LIGHTING

5.1 Street Lighting

1. Collector and arterial roadways shall comply with the North Tooele Special Service District street lighting standards.
2. Street lighting improvements shall be installed in accordance with applicable Tooele City requirements for commercial development projects.

5. LIGHTING

5.2 Site Lighting

1. Parking lot, pedestrian, and building-mounted lighting shall be designed to provide adequate visibility and safety while minimizing glare, light trespass, and unnecessary upward light spill.
2. Lighting fixtures should utilize full cutoff, fully shielded, or similarly directed fixtures intended to reduce impacts on adjacent properties and the night sky.
3. Lighting shall be directed downward and away from adjacent residential properties and public rights-of-way to the greatest extent practicable.
4. Decorative, architectural, pedestrian-scale, and energy-efficient LED lighting is encouraged throughout the district.
5. Alternative fixture types and lighting designs that achieve the intent of this Section may be approved by the City.

5.3 Signage and Monument Lighting

1. Lighting associated with monument signs, directional signs, tenant signage, and similar commercial identification features may be internally illuminated or externally illuminated in accordance with applicable Tooele City sign regulations.
2. Signage lighting shall be designed to avoid excessive glare onto adjacent properties or public rights-of-way to the greatest extent practicable.

5.4 Prohibited Lighting

1. Unshielded lighting fixtures that create excessive glare onto adjacent properties or public streets shall be prohibited.
2. Flashing, strobing, or excessively bright lighting not associated with public safety or emergency services shall be prohibited unless otherwise approved by the City.

6. OFF-STREET PARKING

6.1 Minimum Parking Requirement

1. Unless otherwise modified by this Section, a minimum of four (4) parking stalls per one thousand (1,000) square feet of gross floor area shall be provided for all commercial uses.
2. Parking requirements for educational facilities, hospitals, flex space, and warehouse uses shall be determined by the Community Development Director based on the anticipated use, operational characteristics, shared parking opportunities, and applicable Tooele City Code standards.

6.2 Administrative Adjustment

The Community Development Director may approve adjustments to the minimum parking requirement where the applicant demonstrates that the proposed parking supply adequately serves the development based on shared parking, mixed-use integration, peak demand analysis, transit access, or other relevant factors consistent with City policy.

6.3 Compliance with City Code

All off-street parking design, layout, access, and improvement standards shall comply with the applicable provisions of Title 7 of the Tooele City Code unless otherwise stated, including standards for stall dimensions, drive aisles, and accessibility. The Community

DESIGN STANDARDS

6. OFF-STREET PARKING

Development Director may approve adjustments to the minimum parking requirement where the proposed parking supply adequately serves the development based on shared parking, mixed-use integration, peak demand analysis, transit access, or other relevant factors consistent with City policy. When deemed necessary by the Community Development Director, a site-specific parking and/or traffic study, prepared by a licensed Professional Engineer, shall be provided.

7. ARCHITECTURAL / VERTICAL

These standards are intended to promote high-quality architectural design, visual interest, and compatibility within the district while maintaining the flexibility necessary to support a diverse range of commercial users and development types.

7.1 General Standards

1. Building design shall incorporate changes in massing, material, surface articulation, or finish to emphasize entrances and pedestrian-oriented features.
2. All building elevations shall include variation in architectural treatment, which may be achieved through changes in color, material, texture, modulation, or detailing. Excessively uniform or monotonous façades shall be avoided.
3. Exterior building materials shall be durable, high-quality, and low-maintenance. No specific material palette is mandated in order to preserve flexibility for tenant-specific design and to support long-term economic competitiveness of the district.
4. All sides of buildings shall receive architectural design consideration consistent with the overall building design character.

7.2 Façade Articulation

1. Exterior walls exceeding seventy feet (70') in length shall incorporate façade articulation techniques such as recesses, projections, material changes, or other design features intended to break up massing and reduce visual scale.
2. Exterior walls of buildings that are longer than seventy feet (70') shall have relief features at least four inches (4") deep at planned intervals.

8. AMENITIES

No public or private amenities shall be required within the Commercial Special District. However, the Community Development Director may approve reductions to the minimum landscaping requirements by allowing the square footage occupied by City-approved amenities to be credited toward the required landscaped area.

9. TRANSPORTATION

Unless otherwise stated in the Commercial Special District Plan, street standards will adhere to Tooele City Code Title 4 Chapter 8: *Road and Bridge Construction Standards* as stated at the time of approval.

1. Final roadway alignments, street classifications, access locations, intersection configurations, truck routes, pedestrian connectivity, and related transportation improvements shall be established during the preliminary subdivision and site plan review process.
2. All fire and emergency vehicle access requirements shall be verified for compliance at the time of preliminary plat.

DESIGN STANDARDS

10. SIGNAGE STANDARDS

10.1 Pylon Signage

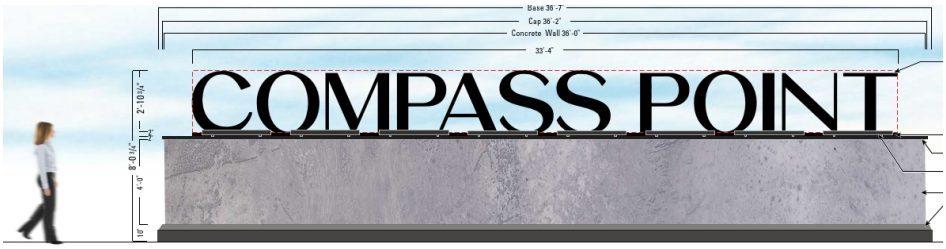
All pylon signage shall have the following maximum dimensions:

Standard	Requirement
Maximum Height	35’
Maximum Width	10’
Maximum Sign Area	350 SF

Pylon Signage shall be allowed along road frontages, including Meridian Way, 3100 N. and SR-36. One pylon sign can be installed for every 500 feet of frontage. Additional pylon sign locations may be approved by the Planning Commission through the applicable site plan review process. Setbacks for signage shall be calculated from the sign footing.

10.2 Masterplan Monumentation Signage

Within 300’ of the intersection of 3100 N and SR-36, two monument signs are allowed with a maximum width of 60’ and a maximum height of 15’. Sign permit and building permit will be required. Within 3’ of the footing of the Masterplan Monumentation Signage, landscaping shall be required.



conceptual signage

10.3 City Entry Monument Signage

Within Lot 1 of the Sage Flats Subdivision, a 20’ wide by 15’ tall monument sign will be allowed for a Tooele City entry monument.

walkable areas with spaces for rest & relaxation

shade canopies for commercial users

elevations with varying height & multiple material requirements

elevated landscape adjacent to monument signage

elevated landscape in industrial areas

elevated planting at entrances and walking trails

EXAMPLE IMAGES

LEGAL DESCRIPTION

AREA A

Compass Point Special Commercial District Area A Boundary Description

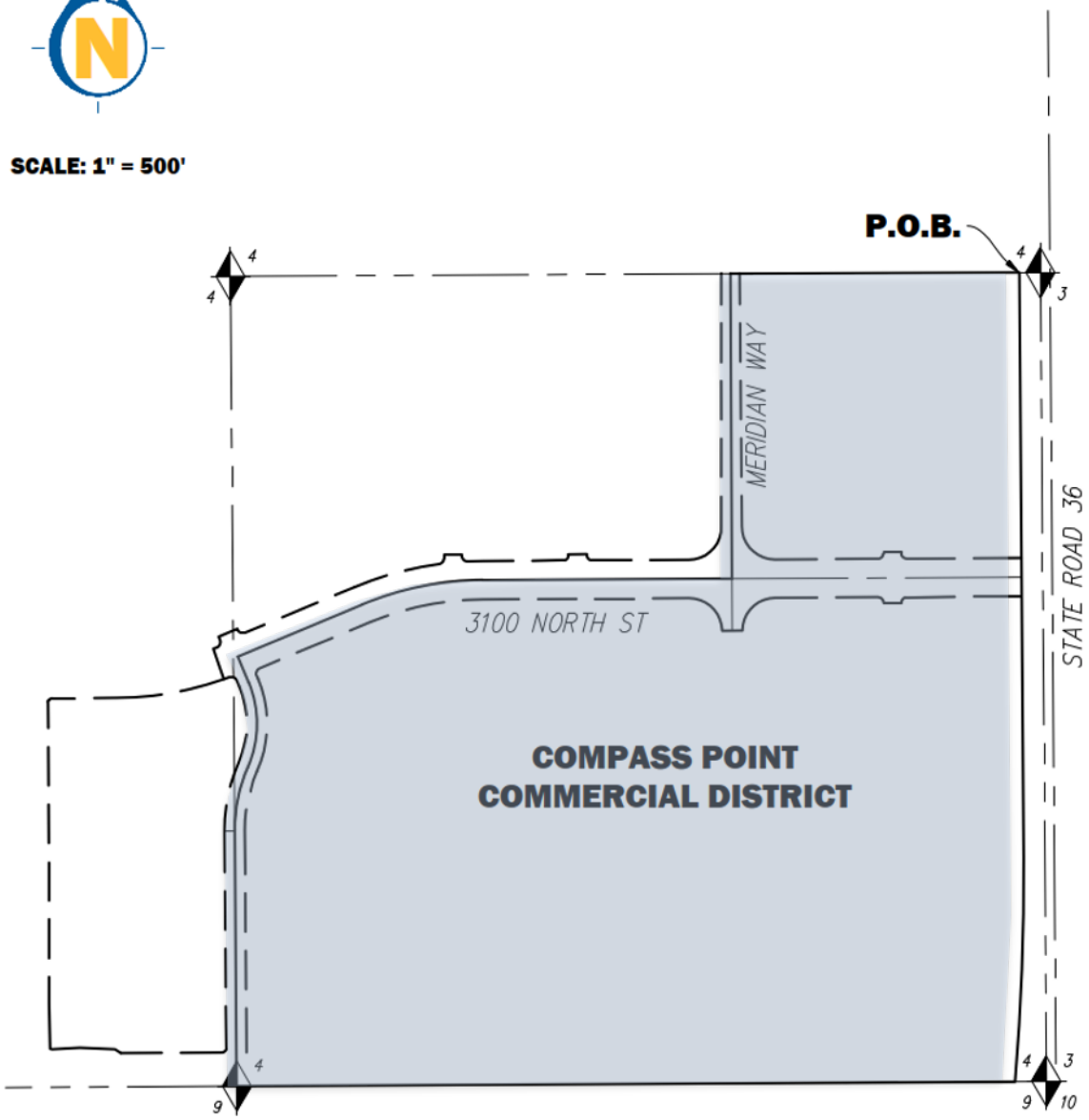
A parcel of land located in the Southeast Quarter of Section 4, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, described as follows:

Beginning at a Right-Of-Way Marker on the westerly line of State Road 36, said Marker being North 00°28'00" West 2642.99 feet along the Section Line to the West Quarter Corner of said Section 4 and North 89°43'58" East 5214.83 feet along the Quarter Section Line from the Southwest Corner of said Section 4 and running thence along said westerly line the following two (2) courses:
1) South 00°25'29" East 1907.55 feet,
2) Southerly 730.87 feet along an 8000.00-foot-radius curve to the right through a central angle of 05°14’04”, chord bears South 02°11’33” West 730.62 feet to the southerly line of said Section 4;
thence South 89°40’13” West 2538.46 feet along said southerly line to the monument marking the South Quarter Corner of said Section 4;
thence North 00°26’52” West 834.12 feet along said Quarter Section Line and along the center line of a proposed 66.0-Foot Wide Road;
thence along said proposed center line the following three (3) courses:
1) Northerly 211.69 feet along a 498.87-foot-radius curve to the right through a central angle of 24°18’48”, chord bears North 11°42’32” East 210.11 feet,
2) Northerly 283.94 feet along a 349.67-foot-radius curve to the left through a central angle of 46°31’37”, chord bears North 00°36’08” East 276.21 feet,
3) North 22°39’41” West 91.33 feet to the center line of 3100 North Street;
thence along said center line the following three (3) courses:
1) North 67°20’19” East 438.44 feet,
2) Easterly 405.42 feet along a 1039.00-foot-radius curve to the right through a central angle of 22°21’25”, chord bears North 78°31’01” East 402.85 feet,
3) North 89°41’44” East 812.00 feet to the center line of Meridian Way (250 East Street);
thence North 00°18’16” West 994.06 feet along said center line to said Quarter Section Line;
thence North 89°43’58” East 942.32 feet along said Quarter Section Line to said Right-Of-Way Marker on the westerly line of State Road 36 and to the Point of Beginning.

Contains 116.076 Acres

LEGAL DESCRIPTION

AREA A



Entellus
1470 South 600 West
Woods Cross, Utah 84010
Phone 801-298-2236

COMPASS POINT COMMERCIAL DISTRICT
PERRY COMMERCIAL

INCLUDING ALL OF OR PORTIONS OF PARCELS #02-141-0-0016, -0021, -0022, -0023, 0024, -0025, and -0026
LOCATED IN THE SE 1/4 OF SECTION 4, T.3S., R.4W., S.L.B.&M.
TOOELE CITY, TOOELE COUNTY, UTAH

DRAWN: JRC 2026/01/23
PROJECT: 1043033
SURVEY 1043033.dwg

EXB (1)
BNDY EXHIBIT

LEGAL DESCRIPTION

AREA B

LEGAL DESCRIPTION
TOOELE CITY, UTAH
March 24, 2026
23-0260
RM/LH

COMPASS POINT SPECIAL COMMERCIAL DISTRICT AREA B LEGAL DESCRIPTION

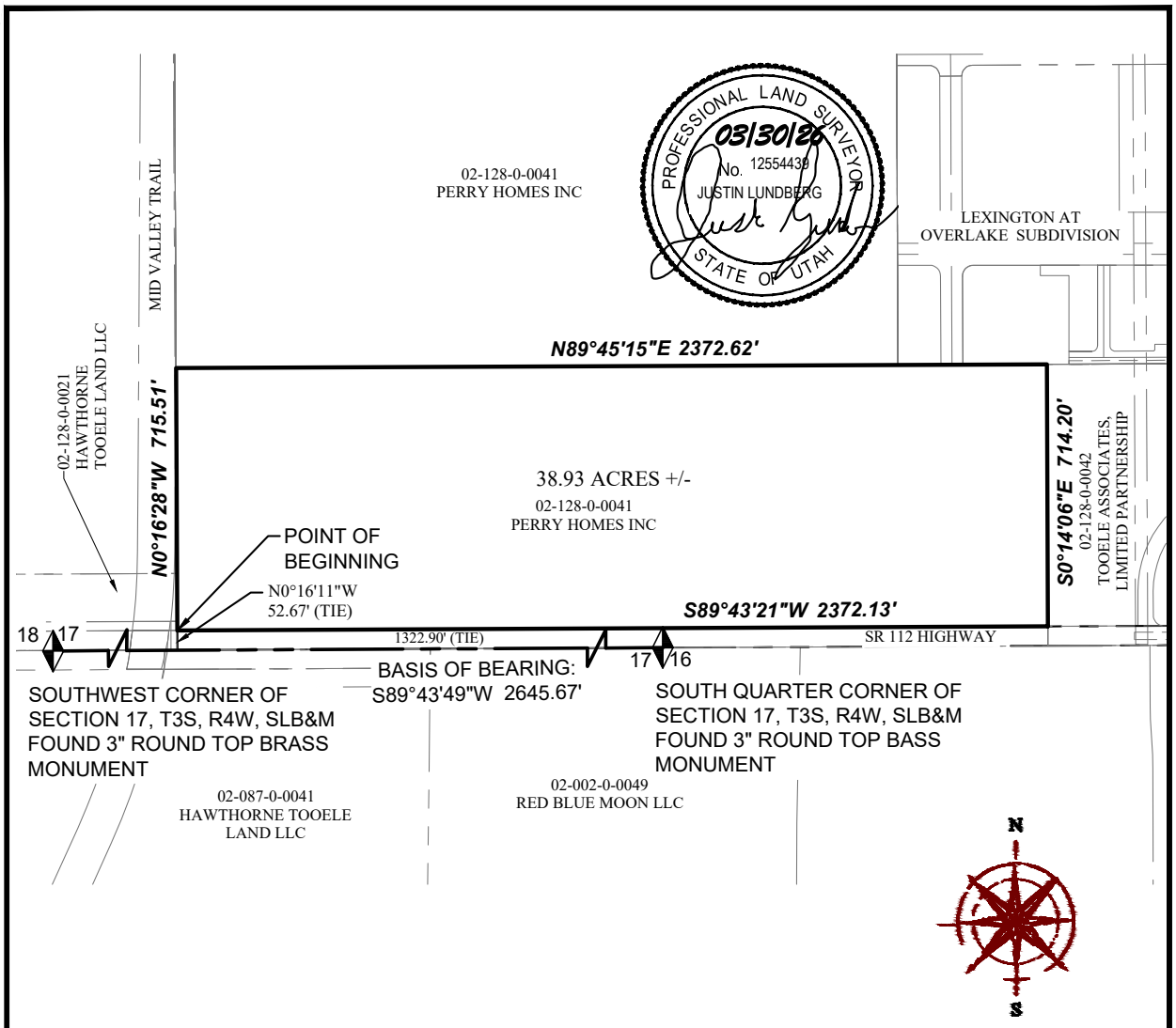
A part of the Southeast Quarter and Southwest Quarter of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, located in Tooele City, Tooele County, Utah, being more particularly described as follows:

Beginning at a point located S89º43’49”W 1322.90 feet along the Section line and N0º16’11”W 52.67 feet from the South Quarter Corner of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian; running thence N00°16'28"W 715.51 feet; thence N89°45'15"E 2372.62 feet; thence S00°14'06"E 714.20 feet; thence S89°43'21"W 2,372.13 feet to the point of beginning.

Containing 38.93 acres +/-.

LEGAL DESCRIPTION

AREA B



FOCUS©
CONSULTING
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com

COMPASS POINT SPECIAL COMMERCIAL DISTRICT AREA B BOUNDARY EXHIBIT

LOCATED IN THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 17, T3S, R4W, SALT LAKE BASE & MERIDIAN TOOELE CITY, TOOELE COUNTY, UTAH

Date Created:	03/24/2026
Scale:	N.T.S
Drawn:	RM/LH
Job:	23-0260
Sheet:	1 OF 1

Z:\...2023\23-0260 Overlake 1,300 Acres\design 23-0260\dwg\exhibits\survey exhibits\23-0260 Property Commercial Exhibit.dwg

LEGAL DESCRIPTION

AREA C

LEGAL DESCRIPTION
TOOELE CITY, UTAH
March 24, 2026
23-0260
LH

COMPASS POINT SPECIAL COMMERCIAL DISTRICT AREA C BOUNDARY LEGAL DESCRIPTION

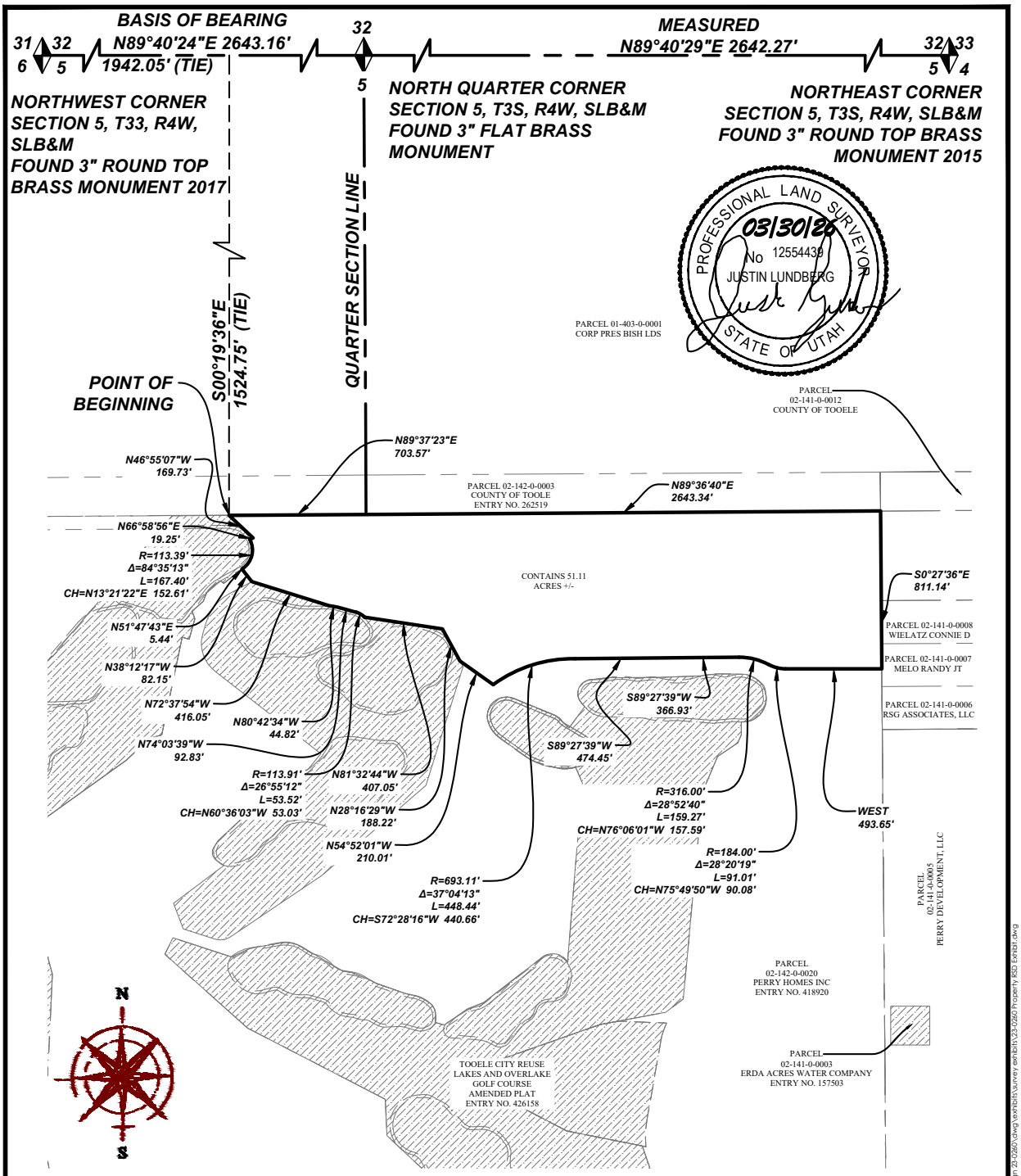
A part of the Northwest Quarter and the Northeast Quarter of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian, located in Tooele City, Tooele County, Utah, being more particularly described as follows:

Beginning at a point located on the Northerly line of the Warranty Deed recorded September 23, 2015 as Entry No. 418920 in the Tooele County Recorder's Office said point also being N89°40'24"E 1942.05 feet along the Section line and S00°19'36"E 1524.75 feet from the Northwest Corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; running thence along said deed line the following three (3) courses: (1) N89°37'23"E 703.57 feet; thence (2) N89°36'40"E 2,643.34 feet; thence (3) S00°27'36"E 811.14 feet; thence West 493.65 feet; thence along the arc of a curve to the right with a radius of 184.00 feet a distance of 91.01 feet through a central angle of 28°20'19" Chord: N75°49'50"W 90.08 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 316.00 feet a distance of 159.27 feet through a central angle of 28°52'40" Chord: N76°06'01"W 157.59 feet; thence S89°27'39"W 366.93 feet; thence S89°27'39"W 474.45 feet; thence Westerly along the arc of a non-tangent curve to the left having a radius of 693.11 feet (radius bears: S01°00'23"W) a distance of 448.44 feet through a central angle of 37°04'13" Chord: S72°28'16"W 440.66 feet; thence N54°52'01"W 210.01 feet to the easterly line of the Tooele City Reuse Lakes and Overlake Golf Course Amended Plat thereof recorded March 16, 2016 as Entry No. 426158 in the Toole County Recorder's Office; thence along said plat the following eleven (11) courses: (1) N28°16'29"W 188.22 feet; thence (2) N81°32'44"W 407.05 feet; thence (3) Northwesterly along the arc of a non-tangent curve to the left having a radius of 113.91 feet (radius bears: S42°51'33"W) a distance of 53.52 feet through a central angle of 26°55'12" Chord: N60°36'03"W 53.03 feet; thence (4) N74°03'39"W 92.83 feet; thence (5) N80°42'34"W 44.82 feet; thence (6) N72°37'54"W 416.05 feet; thence (7) N38°12'17"W 82.15 feet; thence (8) N51°47'43"E 5.44 feet; thence (9) Northerly along the arc of a non-tangent curve to the left having a radius of 113.39 feet (radius bears: N34°21'02"W) a distance of 167.40 feet through a central angle of 84°35'13" Chord: N13°21'22"E 152.61 feet; thence (10) N66°58'56"E 19.25 feet; thence (11) N46°55'07"W 169.73 feet to the point of beginning.

Containing 51.11 acres +/-

LEGAL DESCRIPTION

AREA C



FOCUS©
CONSULTING
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com

COMPASS POINT SPECIAL COMMERCIAL DISTRICT AREA C BOUNDARY EXHIBIT

LOCATED IN THE NW 1/4 AND NE 1/4 OF SECTION 5
SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH

Date Created:	03/24/2026
Scale:	N.T.S
Drawn:	LH
Job:	23-0260
Sheet:	1 OF 1

J:_2023\23-0260 Overlook - 1300 Acres\Design 23-0260\dwg\exhibits\survey exhibits\23-0260 Property ASD Exhibit.dwg

LEGAL DESCRIPTION

AREA D

LEGAL DESCRIPTION
PREPARED FOR
OVERLAKE 1,300 ACRES
TOOELE CITY, UTAH
July 14, 2026
23-0260
RM

COMPASS POINT SPECIAL COMMERCIAL DISTRICTAREA D LEGAL DESCRIPTION

A part of the Southwest Quarter of Section 5, Northwest and Southwest of Section 8, Northwest Quarter of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, located in Tooele City, Tooele County, Utah, being more particularly described as follows:

Beginning at the West Quarter Corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; running thence N89°32'53"E 432.36 feet to a westerly lot line of Lot 1 of the Tooele City Reuse Lakes and Overlake Golf Course Amended Plat according to the official plat thereof recorded March 16, 2016 as Entry No. 426158 in the Tooele County Recorder's Office; thence along said Lot 1 the following two (2) courses: (1) S13°58'58"W 195.88 feet; thence (2) S54°48'07"E 504.11 feet; thence S36°07'58"W 133.52 feet to a northerly lot line of Lot 3 of said Tooele City Reuse Lakes and Overlake Golf Course Amended Plat; thence along said Lot 3 the following ten (10) courses: (1) N78°08'34"W 24.68 feet; thence (2) S51°20'33"W 105.57 feet; thence (3) S36°43'04"W 86.21 feet; thence (4) Southerly along the arc of a non-tangent curve to the left having a radius of 78.47 feet (radius bears: S50°34'59"E) a distance of 87.89 feet through a central angle of 64°10'26" Chord: S07°19'48"W 83.37 feet; thence (5) S24°45'18"E 561.58 feet; thence (6) S46°35'33"W 174.46 feet; thence (7) S02°00'32"W 754.40 feet; thence (8) S20°44'57"E 311.45 feet; thence (9) S30°18'49"E 490.08 feet; thence (10) N57°13'18"E 37.99 feet; thence S32°48'15"E 74.99 feet to a northerly lot line of Lot 6 of said Tooele City Reuse Lakes and Overlake Golf Course Amended Plat; thence along said Lot 6 the following twenty-three (23) courses: (1) S57°11'45"W 96.69 feet; thence (2) S20°16'36"W 480.65 feet; thence (3) S01°41'58"W 167.36 feet; thence (4) S14°56'09"E 113.43 feet; thence (5) S54°22'20"E 202.34 feet; thence (6) S12°59'46"W 145.94 feet; thence (7) Westerly along the arc of a non-tangent curve to the left having a radius of 89.76 feet (radius bears: S05°09'16"W) a distance of 84.47 feet through a central angle of 53°55'15" Chord: S68°11'38"W 81.39 feet; thence (8) S41°09'39"W 175.60 feet; thence (9) Southwesterly along the arc of a non-tangent curve to the right having a radius of 135.22 feet (radius bears: N48°47'11"W) a distance of 51.78 feet through a central angle of 21°56'19" Chord: S52°10'58"W 51.46 feet; thence (10) S63°09'09"W 167.19 feet; thence (11) Southwesterly along the arc of a non-tangent curve to the left having a radius of 150.12 feet (radius bears: S26°55'10"E) a distance of 199.63 feet through a central angle of 76°11'26" Chord: S24°59'07"W 185.24 feet; thence (12) S13°06'36"E 183.16 feet; thence (13) Easterly along the arc of a non-tangent curve to the left having a radius of 97.99 feet (radius bears: N76°51'26"E) a distance of 199.08 feet through a central angle of 116°24'10" Chord: S71°20'39"E 166.56 feet; thence (14) N50°34'51"E 194.34 feet; thence (15) N67°31'40"E 79.43 feet; thence (16) Easterly along the arc of a non-tangent curve to the right having a radius of 109.85 feet (radius bears: S22°29'18"E) a distance of 91.97 feet through a central angle of 47°58'17" Chord: S88°30'09"E 89.31 feet; thence (17) Easterly along the arc of a non-tangent curve to the left having a radius of 114.83 feet (radius bears: N25°28'49"E) a distance of 64.34 feet through a central angle of 32°06'08" Chord: S80°34'15"E 63.50 feet; thence (18) N83°22'37"E 136.02 feet; thence (19)

LEGAL DESCRIPTION

AREA D

S89°22'57"E 218.36 feet; thence (20) Easterly along the arc of a non-tangent curve to the left having a radius of 64.68 feet (radius bears: N00°41'33"E) a distance of 51.90 feet through a central angle of 45°58'33" Chord: N67°42'16"E 50.52 feet; thence (21) N44°43'04"E 14.86 feet; thence (22) S63°53'51"E 142.98 feet; thence (23) S81°18'06"E 63.05 feet; thence S12°15'54"E 83.35 feet to a northerly lot line of Lot 8 of said Tooele City Reuse Lakes and Overlake Golf Course Amended Plat; thence along said Lot 8 the following five (5) courses: (1) S67°54'50"W 112.80 feet; thence (2) S18°40'42"W 493.75 feet; thence (3) S39°23'25"W 300.27 feet; thence (4) S32°23'21"W 423.77 feet; thence (5) S01°18'15"W 148.48 feet; thence S29°19'01"W 69.12 feet; thence along the arc of a curve to the left with a radius of 110.00 feet a distance of 56.28 feet through a central angle of 29°19'01" Chord: S14°39'31"W 55.67 feet; thence South 4,125.83 feet; thence Northwesterly along the arc of a non-tangent curve to the left having a radius of 2,612.50 feet (radius bears: S36°11'27"W) a distance of 360.85 feet through a central angle of 7°54'50" Chord: N57°45'58"W 360.56 feet; thence N61°43'23"W 695.57 feet to the Section line; thence along said Section line N00°17'29"W 1,668.81 feet to the Southwest Corner of Section 8; thence N00°21'40"W 2,641.98 feet to the West Quarter Corner of Section 8; thence N00°21'37"W 2,642.10 feet to the Southwest Corner of Section 5; thence N00°17'49"W 2,631.28 feet to the point of beginning.

Containing 198.73 acres +/-.

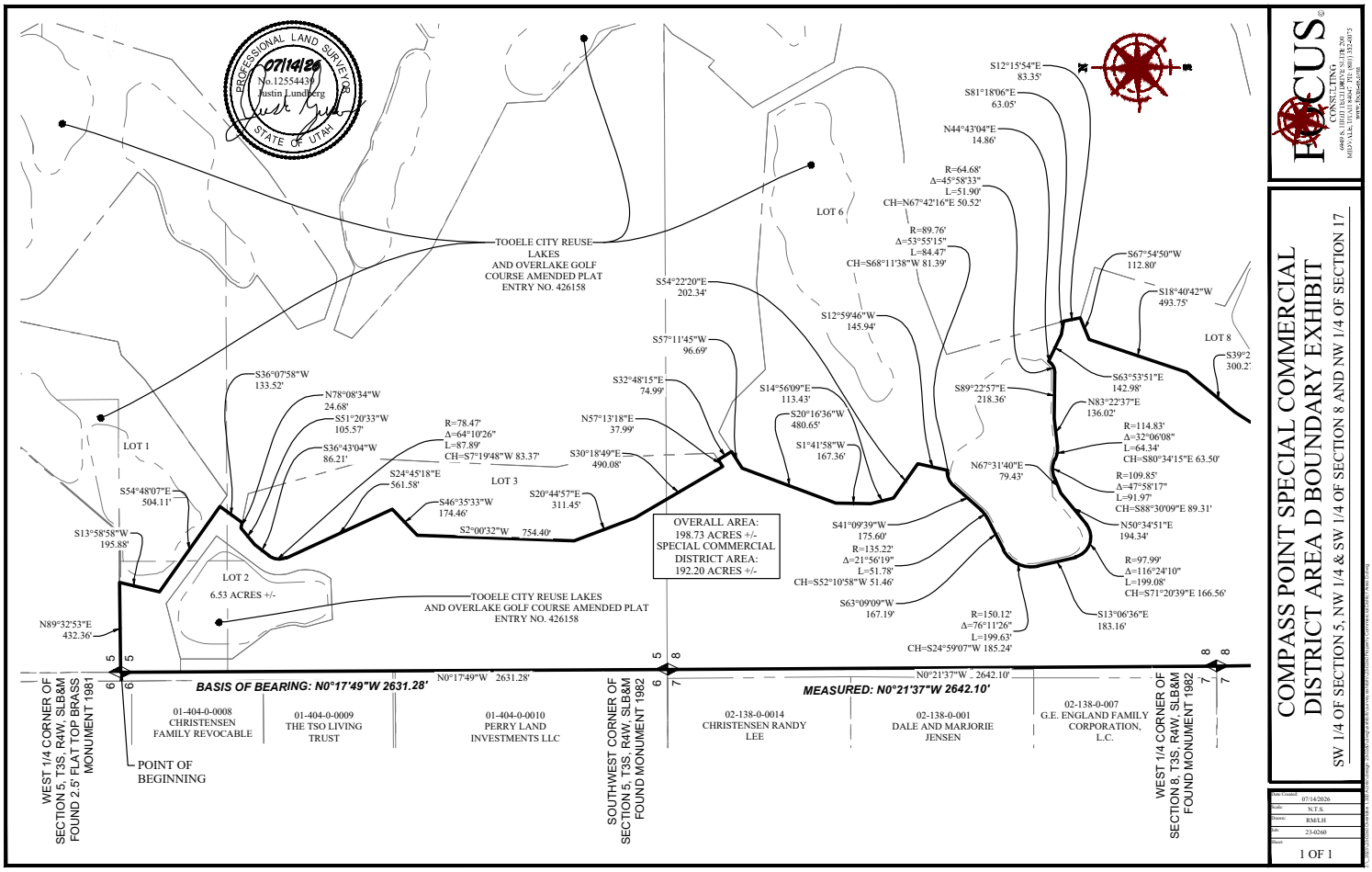
Less and excepting Lot 2 of the of Tooele City Reuse Lakes and Overlake Golf Course Amended Plat according to the official plat thereof recorded March 16, 2016 as Entry No. 426158 in the Tooele County Recorder's Office.

Containing 6.53 acres +/-.

SPECIAL COMMERCIAL DISTRICTAREA 192.20 ACRES +/-

LEGAL DESCRIPTION

AREA D



FOCUS ENGINEERING CONSULTING

COMPASS POINT SPECIAL COMMERCIAL DISTRICT AREA D BOUNDARY EXHIBIT

SW 1/4 OF SECTION 5, NW 1/4 & SW 1/4 OF SECTION 8 AND NW 1/4 OF SECTION 17

Date Created:	07/14/2026
Scale:	N.T.S.
Drawn:	RM/LH
Job:	23-0260
Sheet:	1 OF 1

LEGAL DESCRIPTION

AREA D

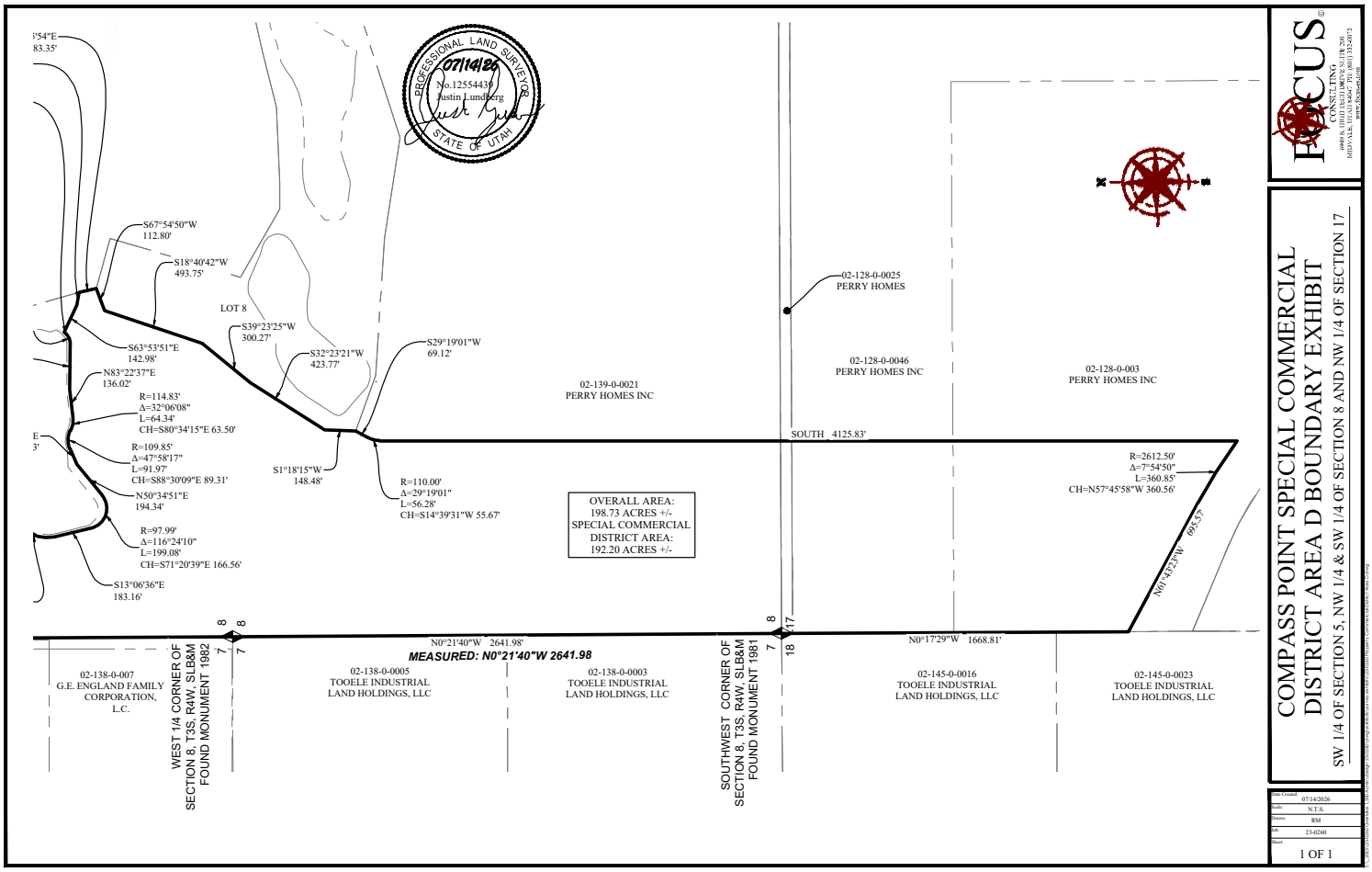


EXHIBIT C

APPLICANT SUBMITTED INFORMATION

Commercial Special District Application

Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2132 Fax (435) 843-2139
www.tooelecity.org

Notice: The applicant must submit copies of the text amendment proposal to be reviewed by the City in accordance with the terms of the Tooele City Code. Once a Commercial Special District proposal is submitted, the proposal is subject to compliance reviews by the various city departments and may be returned to the applicant for revision if the proposal is found to be inconsistent with the requirements of the City Code and all other applicable City ordinances. All submitted Commercial Special District proposals shall be reviewed in accordance with the Tooele City Code. Submission of a text amendment proposal in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all applications be submitted well in advance of any anticipated deadlines.

Project Information

Date of Submission:	Applicant Name:
2/11/2026	Jake Finlinson

Address: 17 E Winchester St. Murray, UT 84107

Phone:	Alternate Phone:	Email:
[redacted]		[redacted]

Project Site Address: See legal description attached.

Brief Summary of Proposal:

As part of the Compass Point planned commercial, we would like change the commercial standards to allow for maximum flexibility. We believe these changes will help to incentivize many national and regional users to be a part of Compass Point and Tooele.

Applicant Signature:

*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in *Utah Code Ann.* § 63-2-302.5, please inform the city employee accepting this information. Tooele City does not currently share your private, controlled or protected information with any other person or government entity.

Note to Applicant:

Commercial Special Districts are approved by ordinance. Any change to an approved Commercial Special District requires an amendment by ordinance for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending Commercial Special District may vary from as little as 2½ months to 6 months or more depending on the size and complexity of the desired amendments and the timing.

For Office Use Only			
Received By:	Date Received:	Fees:	App. #:

Exhibit D

Draft Planning Commission Minutes

Tooele City Planning Commission
Business Meeting Minutes

Date: August 26, 2026
Time: 7:00 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

Planning Commissioners Present:
Melanie Hammer
Chris Sloan
Jon Proctor
Tyson Hamilton
Weston Jensen
Kelley Anderson
Sarah Faircloth, Alternate

Absent:
Amanda Cordova
Frank Linford, Alternate

Council Member Liaisons:
Ed Hansen
Jon Gossett

Staff Present:
Andrew Aagard, Community Development Director
Anna Anglin, City Planner
Matt Johnson, City Attorney
Paul Hansen, City Engineer
Teresa Young, Clerk/Minute Composition

Minutes Prepared by Teresa Young

DRAFT

1. **Pledge of Allegiance**

   Chairman Hamilton opened the meeting 7:00 p.m., and led the pledge of allegiance.

   Chairman Hamilton provided a quick announcement for applicants, the public, and everyone involved: "There has been a significant increase in fraudulent phishing requests using information from public notices related to Planning Commission meetings. Please be aware that Tooele City only collects fees at the time of application submittal and will never request additional payments via wire transfer. All official emails from Tooele City will end in @tooelecity.gov. If you receive a payment request from any other email after submitting your application, it is fraudulent. Do not send money, and please contact the Tooele City Community Development Department immediately to report it. Stay vigilant and protect your information and assets.

2. **Roll Call**

Melanie Hammer, Present
Chris Sloan, Present
Jon Proctor, Present
Sarah Faircloth, Present
Weston Jensen, Present
Kelley Anderson, Present

3. **Public Hearing and Recommendation on a request for approval of a zoning map amendment and land use map amendment request by Perry Commercial to re-assign the zoning and land use designation for properties located at approximately 3100 North SR-36 (116 acres), 800 West 1000 North (39 acres), 3300 North 400 West (51 acres), and 1200 West 2400 North (192 acres). The applicant is requesting to re-assign the land use designation for the subject properties to RC Regional Commercial, to re-assign the zoning to the Compass Point CSD Zoning District, and to adopt a new Compass Point CSD Zoning Ordinance**

Mr. Aagard gave presentation a regarding the proposed Compass Point Commercial Special District (CSD). He explained that the application is a legislative matter and that the Planning Commission's role is advisory, with the City Council serving as the final approval authority. The Planning Commission may forward a positive or negative recommendation, or recommend changes to the City Council, but does not have the authority to require the applicant to rewrite the proposed CSD.

The proposed application includes amendments to the land use and zoning maps and adoption of a new zoning ordinance establishing development standards for the Compass Point CSD. Planning Staff reviewed the proposed permitted and conditional uses, lot and building standards, landscaping, fencing and screening, parking, lighting, architectural design, and signage requirements.

Mr. Aagard also reviewed the criteria the Planning Commission must consider when making its recommendation, including whether the CSD would allow development that is not reasonably feasible under standard zoning districts, provide a substantial benefit to the City, and create unique uses, configurations, or product types or address deficiencies in the existing zoning regulations. He noted that a public hearing was required and that notices had been sent to surrounding property owners. A comment was received from Tooele County, primarily regarding the future right-of-way connection, and staff indicated that the applicant and Perry Homes were already working with UDOT and the County to address the matter.

Chairman Hamilton opened the public hearing at 7:25 p.m. Seeing no members of the public coming forward. Chairman Hamilton closed the public hearing at 7:25 p.m.

Mr. Finlinson, representing Perry Homes, stated that the proposed Compass Point Commercial Special District (CSD) would provide significant long-term benefits to both the community and the City through commercial development and increased sales tax revenue. He explained that the commercial areas would serve as key entry points into the Compass Point community, which is anticipated to include approximately 3,600 residential units at full buildout.

Mr. Finlinson stated that the proposed CSD includes enhanced standards for landscaping, lighting, signage, and architectural design intended to create attractive and well-designed commercial areas. He

explained that the standards were developed to attract a variety of high-quality national, regional, and local retailers, restaurants, entertainment venues, and other commercial tenants, while providing the City with a competitive advantage in attracting future development.

Mr. Finlinson further stated that Perry Homes intends to remain a long-term partner with the City and assist in addressing future infrastructure and community needs as the area develops. He expressed that Compass Point has the potential to become a premier commercial hub for the county and help reduce sales tax leakage to surrounding communities.

Motion: Commissioner Proctor moved that move we forward a positive recommendation to the City Council for the Compass Point Commercial Special District (CSD) Zoning Map Amendment request by Jake Finlinson, representing Perry Commercial, as indicated on the proposed zoning map in Exhibit "A" in this staff report, to re-assign the land use designation for Areas A, C and D to the RC Regional Commercial Land Use designation, and to recommend approval of the text of the Compass Point CSD as proposed in Exhibit "B" in this staff report, application number 2026005, based on the findings listed in the Staff Report dated August 18, 2026. Commissioner Jensen seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye", Commissioner Faircloth, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Nay"; and Chairman Hamilton, "Aye". The motion passed 6-1.

4. **Public Hearing and Decision to consider a Conditional Use Permit request by Dallas Rowberry to authorize a "pet shop/ pet grooming" business in the General Commercial (CG) zoning district, located at approximately 756 North Main Street.**

Ms. Anglin presented a request for a Conditional Use Permit for a pet shop and pet grooming business located at 756 North Main Street. The approximately 1.64-acre property is zoned General Commercial and designated Regional Commercial in the General Plan. The business would occupy an existing tenant space and would include retail sales of pet supplies, nine grooming tables, and three bathing tubs. No exterior site improvements are proposed.

Ms. Anglin explained that planning staff recommended conditions limiting the use to pet grooming and customary retail sales and clarifying that the approval would not authorize a kennel, boarding facility, animal daycare, or live animal sales. Animals would only be permitted to remain on the premises for the time reasonably necessary for grooming services. Additional conditions would require the facility to be maintained in a clean and sanitary condition and for animal waste to be properly disposed of.

Planning Staff confirmed that the proposed use would not require additional water rights or water-related improvements and that the existing site provides sufficient parking. Planning Staff found the proposal to be consistent with the General Plan and applicable City Code and determined that the proposed conditions would adequately mitigate any reasonably anticipated impacts.

Chairman Hamilton opened the public hearing at 7:36 p.m. Seeing no members of the public coming forward. Chairman Hamilton closed the public hearing at 7:36 p.m.

Ms. Rowberry stated that the business would not sell live animals or provide overnight boarding. She explained that the business has operated in Stansbury Park for approximately 15 years and is relocating due to the expansion of the University of Utah InstaCare. Ms. Rowberry, who has owned the business

for approximately one year, stated that the relocation would allow the business to expand and continue serving the community and its pets in Tooele.

Motion: Commissioner Anderson move we approve the Conditional Use Permit Request by Dallas Rowberry, authorizing the use of pet shop/ pet grooming business located at 756 North Main Street, application number 202661, based on the findings and subject to the condition listed in the Staff Report dated August 15, 2026. Commissioner Faircloth. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye", Commissioner Faircloth, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 7-1.

5. **Decision on a proposed site plan amendment by Ledger Cove LLC for property located at 1000 North Franks Drive in the MR-16 Multi-Family Residential zoning district on 16 acres regarding the relocation of previously approved development amenities.**

Mr. Aagard presented a site plan amendment request for the Ledger Cove development, located at the northeast corner of 600 West and 1000 North. He explained that the Planning Commission previously approved the site plan in 2025, which included two pickleball courts centrally located within the development—one serving the apartment buildings and the other serving the townhomes.

The applicant later relocated one of the pickleball courts closer to the eastern property line and adjacent to existing single-family residential properties. Mr. Aagard explained that the Planning Commission was being asked to determine whether the proposed relocation satisfied the ordinance requirement that amenities be centrally located within the development.

Mr. Aagard noted that staff had received concerns from adjacent property owners regarding potential noise generated by the pickleball court. He explained that site plan reviews do not require a public hearing or public comment; however, the Chairman could allow public comment at the Commission's discretion. Staff recommended retaining the pickleball court in its originally approved location, as staff believed that location was more centrally situated and better served the development while avoiding concerns from adjacent residential properties.

The Chairman opened the public hearing at 7:44 p.m. and clarified that public comments would be limited to the proposed location of the pickleball court.

Robb Kaczmarek, a resident of 1111 North Providence Way whose property is located immediately east of the proposed pickleball court location, expressed concerns regarding the relocation of the court. He stated that the originally approved plan showed a green space in the area and that he was not aware the area had been changed to accommodate a pickleball court until he observed the development and reviewed information on the Ledger Cove website.

Mr. Kaczmarek stated that he supported the original, more centrally located location for the pickleball court. He expressed concerns about potential noise and additional lighting associated with the court and stated that the proposed location would change the area adjacent to his residence from green space to an active recreational facility. He requested that the pickleball court remain in its originally approved location.

DRAFT

Seeing no other members of the public coming forward Chairman Hamilton closed the public hearing at 7:47p.m.

Brett Lovell and Jordan Taylor, representing the development team, explained that the proposed relocation of the pickleball court was intended to accommodate an additional tot lot or playground within the development. They stated that the original location of the pickleball court was considered a better location for the playground due to its central location, visibility from surrounding residences, and anticipated use by residents.

The applicants stated that the relocated pickleball court would not include lighting and would be separated from the adjacent residential property by a vinyl fence and an elevation difference. They explained that the relocation was not intended to reduce the number of approved amenities but rather to add an additional amenity to the development.

Mr. Taylor noted that, based on the development team's experience with pickleball courts in other developments, the courts have received limited use compared to playgrounds, which are used more frequently. The applicants stated that they were willing to comply with the Planning Commission's decision and indicated they would be agreeable to either relocating the pickleball court as proposed or replacing it with the additional tot lot.

Staff clarified that the ordinance requires a certain number of amenities but does not require specific types of amenities. Therefore, replacing the pickleball court with a tot lot would still satisfy the applicable ordinance requirements.

Motion: Commissioner Sloan move we deny the Amended Site Plan Design Review request by Howard Schmidt representing Ledger Cover, LLC, thus requiring the sports court to remain in its originally approved location in compliance with City Code, application number 23-576, based on the findings listed in the Staff Report dated August 20, 2026. Commissioner Proctor.

Commissioner Anderson stated that, while he generally supports property owners' rights, he believed the centrally located amenity should remain in its originally approved location to promote compatibility and good neighbor relationships with adjacent properties.

The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”; Commissioner Proctor, “Aye”, Commissioner Faircloth, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-1.

6. **Recommendation on proposed amendments to Tooele City Code Tile 7, Uniform Zoning Code of Tooele City, by adopting Chapter 11c Design Standards: Commercial, establishing architectural standards for commercial development in Tooele City’s commercial, industrial and mixed-use zoning districts. Tabled from the August 12, 2026 Planning Commission meeting.**

Mr. Aagard presented the proposed ordinance text amendment and reviewed the Planning Commission’s role and authority in considering legislative matters. He explained that, unlike administrative applications, the Planning Commission serves in an advisory capacity on ordinance amendments, with the City Council serving as the final approval authority. The Planning Commission’s role is to review the proposed amendment, receive public comment, deliberate, and forward a recommendation to the City Council. The Planning Commission may recommend approval, denial, or

changes to the proposed amendment; however, it does not have the authority to require staff to rewrite the proposed ordinance or delay the application until changes are made.

Mr. Aagard acknowledged that staff had not adequately explained the Planning Commission's role and authority during the previous meeting. He explained that the purpose of the proposed architectural standards was to improve the aesthetic appearance of the City and address ongoing concerns from residents regarding the appearance and quality of commercial development. He noted that staff was seeking the Planning Commission's recommendation on the proposed amendment and that any concerns or suggested changes could be included in the Commission's recommendation to the City Council.

Mr. Aagard reviewed revisions made to the proposed ordinance in response to concerns raised by the Planning Commission during its previous discussion. The revisions included removing references to specific zoning districts and instead applying the architectural standards to commercial development adjacent to a public street, public space, residential dwelling, or future residential area. Building facades not meeting these visibility criteria would not be required to comply with the architectural standards. Specific exemptions were also added for the Downtown Overlay and Heavy Industrial zoning districts, although staff encouraged the application of architectural standards within the Downtown Overlay based on policies contained in the Tooele City General Plan.

Staff also removed the proposed 25 percent renovation threshold. Under the revised language, building renovations requiring a building permit would be required to comply with the architectural standards, while smaller improvements, such as doors and windows that do not significantly alter the exterior of the building, would be exempt.

Additional revisions included an exemption for buildings subject to franchise agreements or corporate branding requirements, provided the applicant submits documentation demonstrating those requirements. Staff removed the requirement for more than two exterior materials on building facades but retained the limitation that no single exterior material may cover more than 75 percent of a facade. An exemption was added for brick and stone facades, excluding cinder block and CMU block. Staff also removed the prohibition on neon and bright colors and clarified that appeals would not require additional fees and would be considered as part of the site plan design review process.

Mr. Aagard reviewed applicable policies in the Tooele City General Plan, which encourage proactive development through City Code provisions and design standards. He noted that the General Plan identifies high-quality architecture, sidewalks, street lighting, reasonable signage, and landscaped parking areas as important elements contributing to quality commercial development. He stated that the proposed standards were intended to respond to community concerns, preserve the architectural integrity of the City, and maintain the quality of new commercial development.

Mr. Aagard also reviewed examples of building elevations throughout the City. Commissioner Anderson asked whether a mansard roof should be considered an exterior wall material rather than roofing for purposes of the architectural standards. Mr. Aagard stated that he would interpret a mansard roof with materials such as shingles or shake as an exterior wall material rather than a roof.

Motion: Commissioner Proctor move we forward a positive recommendation to the City Council to adopt the proposed Tooele City Code Title 7, Chapter 11c Design Standards: Commercial ordinance as included in Exhibit "A" of this report, based on the following findings. Commissioner Hammer seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye", Commissioner Faircloth, "Aye";

DRAFT

Commissioner Jensen, "Nay"; Commissioner Anderson, "Nay"; and Chairman Hamilton, "Aye". The motion passed 5-2.

7. **City Council Reports**

Councilman Gossett reported on the recent Truth in Taxation meeting, noting that Finance Director Shannon Wimmer presented information regarding the City's budget and property taxes. He stated that staff had worked hard to keep taxes as low as possible and commended Ms. Wimmer for taking the time to personally address and discuss a resident's concerns following the presentation.

8. **Review and Decision – August 12, 2026 Planning Commission meeting minutes**

There were no corrections to the minutes.

Motion: Commissioner Hammer moved to approve the August 12, 2026 Planning Commission Meeting Minutes. Chairman Hamilton seconded the motion**.** The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye", Commissioner Faircloth, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 7-1.

Chairman Hamilton expressed his appreciation to the Planning Commission and staff for their efforts and contributions.

9. **Adjourn**

Chairman Hamilton adjourned the meeting at 8:24 p.m.

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

Approved this _____ day of September, 2026

_____
Tyson Hamilton, Tooele City Planning Commission Chair

DRAFT

TOOELE CITY CORPORATION

ORDINANCE 2026-25

AN ORDINANCE OF THE TOOELE CITY COUNCIL ENACTING CHAPTER 7-11c OF THE TOOELE CITY CODE REGARDING ARCHITECTURAL DESIGN STANDARDS FOR COMMERCIAL DEVELOPMENT.

WHEREAS, Utah Code §10-8-84 and §10-20-101 authorize cities to enact ordinances, resolutions, and rules and to enter other forms of land use controls they consider necessary or appropriate for the use and development of land within the municipality to provide for the health, safety, welfare, prosperity, peace, and good order, comfort, convenience, and aesthetics of the municipality; and,

WHEREAS, it is proper and appropriate to routinely review the ordinances and provisions of the Tooele City Code for clarity, predictability, relevance, applicability, and appropriateness; and,

WHEREAS, the City does not currently have any architectural design standards for commercial zones; and,

WHEREAS, City Administration recommends enacting Tooele City Code Chapter 7-11c, which is attached as Exhibit A; and,

WHEREAS, the proposed Tooele City Code Chapter 7-11c is consistent with the City's General Plan, is likely to help attract more people and businesses to the City, is unlikely to be overly burdensome to existing and future commercial development, and is the interest of the City; and,

WHEREAS, on August 26, 2026, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its positive recommendation to the City Council (see Staff Report with its exhibit attached as Exhibit B, and the Planning Commission draft minutes attached as Exhibit C); and,

WHEREAS, on September 2, 2026, the City Council convened a duly-advertised public hearing; and,

WHEREAS, the City Council has considered the potential impact that this Ordinance may have on family health, stability, and formation:

NOW, THEREFORE, BE IT ORDAINED BY TOOELE CITY that Tooele City Code Chapter 7-11c is hereby enacted to read 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 ____ 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

Proposed TCC Chapter 7-11c

Title 7 Chapter 11c Design Standards: Commercial

7-11c-1. Applicability.

1. The building design standards in this Chapter shall be applicable to all exterior facades open to public view from a public right-of-way, public space, adjacent residential dwelling, or future residential area for all new construction and major exterior renovations within the GC, NC, RC, RD, IS, LI, MU-G, and MU-B zoning districts and shall include both primary and accessory structures constructed therein.
2. For purposes of this Chapter, a major exterior renovation includes any structural alteration, expansion, or physical modification to an existing structure that alters more than twenty-five percent (25%) of any exterior building façade, or increases the gross floor area of the structure by more than twenty-five percent (25%). Routine maintenance, interior remodels, and minor exterior repairs shall be exempt from the requirements of this Chapter.

7-11c-2. Bulk.

Commercial buildings shall be designed with architectural wall variations every 50 feet in linear width. A horizontal architectural variation may include the following:

1. Primary exterior wall material change to a different exterior wall material.
2. A shift in the wall façade that is perpendicular to the primary wall façade.
3. Cantilevered wall sections.
4. Columns and pilasters.
5. Other architectural features that satisfy this requirement.

7-11c-3. Roofline.

Commercial buildings shall be designed with vertical height variations of the roofline at every 50 feet. Height variation elements may include but are not limited to:

1. Changes in vertical height of at least 18 inches.
2. Pitched roof lines.
3. Decorative solid parapet walls subject to variation requirements listed above.
4. Overhangs, arches, stepped roofs, faux windows, and other similar elements.

7-11c-4. Exterior Building Materials.

1. Exterior building materials shall be considered any material that comprises the exterior of the building and shall be limited to no more than five and no less that two types of materials per building.
2. Color of exterior building materials (excluding accent colors) shall be limited to no more than five and no less than two major colors per development.
3. Bright colors such as neon or fluorescent colors, bright orange, yellow or primary colors are prohibited on primary wall surfaces, but may be approved during site plan review as minor accent trim or corporate branding element.
4. No more than 75% of any building side shall consist of one material or color.
5. The roof shall not be considered a material or a color.
6. Glass shall be considered as an exterior material when used to comprise a solid non-glazing exterior wall surface or a portion of a wall surface. Glass used in windows and doors shall not be

considered as and exterior building material, and shall not satisfy the building exterior materials requirement of this Section.

7. Corrugated metal, aluminum sheeting, rusted panels or other metal that is caused to appear distressed, may be used as an accent and shall not exceed more than 20% of any building façade.

7-11c-5. Prohibited Materials.

Prohibited Materials. The following materials shall not be permitted to be used on any new or remodeled building in the zoning districts listed in this ordinance:

1. Patterned stucco as a masonry substitute.
2. Wood as a primary exterior finish material.
3. Vinyl or aluminum siding.
4. Uncolored and unfinished CMU / cinder block unless approved by the Planning Commission as an accent material.
5. Pre-cast cement panel walls unless the following treatments are applied and approved by the Planning Commission:
    a. Covered by brick or stone veneer
    b. Contain scoring or integrated masonry patterns.

7-11c-6. Mechanical Equipment.

All roof top, wall mounted and ground mounted mechanical equipment shall utilize the following appropriate screen or shield equipment from view:

1. All mechanical equipment shall be located or screened to shield the equipment from visibility at adjacent properties and from public rights-of-way.
2. Rooftop mechanical equipment shall be completely screened from all horizontal points of view, as seen from six feet high at the property lines or as otherwise determined by the Planning Commission.
3. Screening materials for mechanical equipment shall be of the same color and materials of the primary building.
4. All attached exterior utility boxes and equipment, roof drains, conduits, piping, maintenance stairs, ladders and other similar elements shall be painted or otherwise textured to be consistent with underlying material colors.

7-11c-7. Dumpsters / Trash Enclosures.

All dumpsters and trash bins shall be located in an enclosure that meets the following qualifications:

1. Dumpster / trash enclosures shall be located as far as possible from public rights-of-way and from residential zoning district boundaries.
2. Dumpsters and trash bins shall be enclosed by a masonry wall that meets the following:
    a. Is painted to match the building or composed of material that matches or is complimentary to main building.
    b. Includes a solid metal or vinyl enclosure gate. Chain link gates are not permissible on commercial dumpster enclosures.

7-11c-8. Accessory Drive Through Facilities.

If an accessory drive through facility is located between the main building and a public right-of-way or residential zoning district at least one of the following shall be utilized to screen vehicle queuing lanes from view:

1. Dense plantings involving coniferous varieties of shrubs and trees.
2. Decorative masonry or vinyl fencing panels.
3. Large landscape boulders.
4. Landscape berms.
5. Other elements as approved by the Planning Commission.

7-11c-9. Commercial Accessory Structures.

1. Accessory structures shall be constructed of materials that are similar or complimentary to the main commercial structure it is associated with. It shall also be painted a color that is similar or complimentary to the main commercial structure it is associated with.
2. Shipping containers shall be stored behind the main building in locations that cannot be viewed from public rights-of-way or residential zoning districts and shall be painted a color that is similar or complimentary to the main commercial structure it is associated with.

7-11c-10. Design Variation Applications.

1. The applicant may apply for a design variation to be heard by the Planning Commission under the following circumstances:
    a. The applicant is proposing an exterior material that is not included within this ordinance; or,
    b. The applicant is proposing a building design that falls outside of the parameters of this ordinance.
2. An application for design variations under this Section shall be filed with the Director. Design variation hearings shall be scheduled before the Planning Commission no later than 45 days following the submission of the design variation application.
3. At the hearing, the burden of proof shall be on the applicant to demonstrate by a preponderance of the evidence that:
    a. The proposed alternative achieves an aesthetic quality, visual interest, and structural durability equal to or superior to what would be achieved by strict adherence to the prescriptive code standards;
    b. The proposed alternative is consistent with the goals and objectives of the General Plan and maintains the intended character and harmony of the surrounding zoning district;
    c. Strict application of the design standard is impractical due to site configuration, building layout needs, or the project's overall architectural design concept;
    d. The proposed alternative will not cause significant adverse impacts on adjacent properties, public views, rights-of-way, or residential districts, nor will it compromise public health, safety, or general welfare; and,
    e. Any potential negative visual impacts resulting from the variation are adequately offset by additional architectural features, enhanced landscaping, superior building materials, or increased setbacks.

4. The Planning Commission shall issue a written decision no later than 30 days following the hearing date. The Planning Commission's decision shall be based upon written substantive findings of fact and conclusion of law tied directly to the criteria in this Chapter.

7-11c-11. Failure to Act.

Any new building or renovated building that does not comply with the requirements of this section during the site plan design review process shall not receive site plan approval until the requirements of the section have been satisfied or until the Planning Commission has heard and acted on a design variation application.

Exhibit B

Staff Report with Exhibit

STAFF REPORT
August 19, 2026

To: Tooele City Planning Commission
Business Date: August 26, 2026

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, Community Development Director

Re: **Architectural Standards for Commercial Development – City Code Text Amendment Request**

Applicant: Tooele City
Request: Request for consideration of adoption of a new ordinance, amending Title 7, Uniform Zoning Title of Tooele City, with the addition of Chapter 11c Design Standards: Commercial, establishing minimum architectural design guidelines for new and renovated commercial buildings in Tooele City.

UPDATES ROM AUGUST 12, 2026 MEETING

Proposed architectural standards were presented to the Planning Commission during the August 12th Planning Commission meeting. During that meeting the Planning Commission raised concerns regarding the following issues:

1. Requiring architectural standards for commercial development in Light Industrial and Industrial Services zoning districts as well as the Downtown Overlay.
2. Requiring renovated buildings to comply with the required architectural standards.
3. What triggers architectural standards on renovations and why did staff identify 25% as the trigger point for compliance with the architectural standards.
4. Franchise and corporate branding.
5. Requiring more than 2 exterior materials per wall façade.
6. The prohibition of certain colors.
7. Wall facades consisting entirely of brick.
8. The cost of an appeal to the architectural standards and the amount of time to complete such an appeal.

City Staff have made amendments to the proposed standards in an attempt to address the concerns of the Planning Commission. Those changes are described as follows:

1. The references to zoning districts have been removed. Architectural standards will now only apply to any commercial development that is adjacent to a public street, a public space, a residential dwelling or future residential area. Building facades that do not meet these visibility criteria shall not be required to adhere to the architectural standards. Staff has also included a specific exemption to these standards for the Downtown Overlay and heavy industrial zoning district. That being said, staff strongly encourages that properties in the Downtown Overlay be required to meet these architectural standards based upon what is in the Tooele City General Plan regarding buildings in the Downtown Overlay (see excerpts provided below).
2. Staff has removed the 25% requirement and has added language that if a building renovation requires a building permit the renovation shall then comply with the standards. Painting a building doesn't require a permit but re-facing a building with stucco or brick does require a permit. For smaller renovations such as doors and windows that require a permit but do not alter the building exterior, staff has provided a specific exemption to these standards.
3. Staff has provided an exemption for buildings that are constrained by franchise agreements and

corporate branding requirements. The ordinance does require that the applicant provide documentation of such corporate requirements.

4. Staff has removed the section of the ordinance requiring more than 2 exterior materials for all new and renovated buildings but has maintained the 75% maximum coverage requirement for one exterior material (these two sections were redundant). A specific exemption for brick and stone facades, not including cinder and hew block, has been added to the ordinance.
5. Staff has removed the prohibition on neon and bright colors.
6. Staff has inserted language that an appeal shall not cost the applicant additional fees. An appeal shall be considered as part of the site plan design review process and the fees that were paid for the application.

Tooele City General Plan. The Tooele City General Plan encourages architectural standards in numerous locations throughout the plan text. Architectural standards and design guidelines serve to help the City achieve the goals of the Tooele City General Plan and this General Plan was approved by the City Council AFTER a positive recommendation from the Planning Commission. Staff has included and highlighted a few excerpts below for the Planning Commission to consider and reference:

1. Page 2.1, **Tooele City's Mission**: Tooele City is a community that preserves it unique identity and heritage, and provides protection and services for its citizens. *Tooele City is committed to building and maintaining an attractive community.* This commitment is reflected in active citizen involvement and a proactive approach to creating and *building the city of the future through efforts such as City Code provisions and design standards*. This commitment is also embodied in *specific development standards* that reflect the City's history, character, and natural context. As Tooele continues to experience growth through development and redevelopment, the General Plan is intended to reaffirm the City's long-term commitment to creating and sustaining a quality built community.
2. Page 2.1, **Mission Of The General Plan**: The mission of the General Plan specifically is to help guide the community as it transitions through growth dealing with land development, reuse, and redevelopment with a focus on land maintenance and management. This *General Plan reaffirms Tooele's long-standing commitment to physical development and standards that enhance the quality of life* and visually reflects a vital yet maturing, attractive, and unique city.
3. Page 2.5, **Quality Land Development**. High quality land development is demanded by Tooele leaders and citizens. Developments that preserve open space and natural features are more attractive to residents and help to protect natural areas for the enjoyment of future generations. Extensive, mature, and conscientious landscaping are examples of high quality development features in both residential and commercial areas. In residential areas, open spaces, maintenance of natural features, recreational facilities, sidewalks, and high architectural quality are features that contribute to the quality of developments. *In commercial areas, adequate sidewalks, street lighting, high architectural quality, reasonable signage, and landscaped parking areas are features that contribute to the quality of developments.* Characteristics that tend to detract from quality of life values include clearing of natural vegetation, too much or too little exterior lighting, large expanses of asphalt, and large dominant structures.
4. Page 2.7, **A Vision For The Future Of Tooele City**: Tooele's vision for itself over the next 20- to 25-year horizon is one of a progressive, *sensitively-developed community which is visually attractive and livable.*
5. Page 7.2, **Tooele's Economic Values**: Business entities that complement Tooele's *community characteristics such as quality design standards*, mountain environment, and friendly community lifestyle.
6. Page 7.7, Goal #9, **Implement strategies to protect and enhance the historic downtown area**: *Encourage the upgrading of buildings in the downtown* area to encourage higher end retail development.
7. Page 9.5, **Visual Appearance Priorities** (next five years): Modify the downtown commercial zoning to emphasize historical design and *consider adopting design standards*.

Developer Requests. It is very common for applicants of new development to approach Tooele City and request architectural design standards. When staff informs them that there are not any design standards and that they can build whatever they want they are usually surprised. Developers expect design guidelines. They prefer design guidelines. They desire to comply with the City's desires for their buildings.

Frequent complaints. Tooele City Community Development Staff as well as the Mayor's office often receive complaints and concerns from residents of Tooele City about the overall appearance of the City. From run-down blighted buildings to poorly maintained landscaping many citizens would like to see Tooele City take the necessary actions to improve the general appearance of the City, or, at least give staff some ability to improve the general appearance of the City. Architectural standards for commercial development may not resolve all of the City's problems but it is certainly a good place to start.

BACKGROUND

Tooele City currently does not have any architectural design standards for commercial zones. Tooele City has 8 commercial zones or zones that permit commercial land uses. Those zones are the General Commercial (GC), Neighborhood Commercial (NC), Regional Commercial (RC), Research and Development (RD), Light Industrial (LI), Industrial Service (IS), Mixed Use General (MUG), and the Mixed Use Broadway (MUB) zoning district. The Mixed Use zoning districts also permit single-family residential and multi-family residential land uses.

Tooele City's industrial zoning districts, the Industrial zone, the Industrial Service (IS) zone and the Light Industrial (LI) zone do not have architectural standards. The Light Industrial zone includes many retail and professional office uses that are classified as commercial rather than industrial as does the Industrial Service zone. There are also sections of the Light Industrial and Industrial Service zoning districts adjacent to major transportation corridors such as SR-36, Utah Avenue and SR-112. Staff strongly suggests that properties in the LI zoning district and the IS zoning district shall also be required to adhere to commercial architectural standards. These zones can also be used as buffer zones between residential and industrial land uses and as such architecture should be given greater consideration when adjacent to residential land uses.

In order to form these architectural standards staff completed a visual inventory of existing commercial buildings in Tooele City and staff is pleased to report that, for the most part, existing commercial buildings largely comply with the requirements of this proposed ordinance. Many of the standards required in this ordinance are based off of what previous development has done within the City. Staff also referenced architectural standards of other cities such as West Jordan, Salt Lake City and Riverton City and has incorporated some of those standards into the proposed ordinance.

Staff's objective in having architectural standards isn't to make development in Tooele City more cumbersome or expensive for developers. The standards listed are not above and beyond what is currently being constructed in Tooele City. However, the standards are intended to "lock in" an architectural appearance that will prevent future development from constructing an eye sore, especially in areas with prominent and high visibility from public roads and residential zones. Development in Tooele City is evolving as Tooele continues to grow and so must our ordinances to preserve the visual integrity of the City.

The architectural standards also serve another purpose. There are issues related to dumpster enclosures, roof top mechanical equipment, wall mounted mechanical equipment and so forth that are not addressed by our ordinances and do require some attention. Dumpster enclosures can be placed anywhere on a site as preferred by an applicant. Sometimes those enclosures are placed prominently in front of a building and fall into a state of disrepair. Rooftop and wall mounted mechanical equipment, if not properly screed with appropriate architectural elements, can detract significantly from the appearance of an otherwise pleasingly designed building. This proposed amendment includes requirements to address these building elements that can and have been problematic for the City.

Tooele City Staff are not architects and it is not in the City's best interest to have non-architects putting together stringent design guidelines for applicants to follow. Understanding this, Tooele City staff have put together these design guidelines offering plenty of options for architects and designers to follow. The design standards as proposed are intended to be easy to follow and flexible so as to enable designers to "flex their muscles" and put together pleasing buildings without resulting in staff designing their buildings in their behalf.

ANALYSIS

The proposed amendments do not amend any existing ordinances within Title 7. It instead proposes the addition of a new ordinance defining architectural standards exclusive to commercial development in the City's commercial zones, mixed use zones and two of the industrial zoning districts.

Ordinances Affected. None.

The proposed ordinance includes the following:

1. Four sided architectural design considerations based upon the adjacent land uses.
2. Architectural wall variations to avoid bulky building design.
3. Roofline elements to help break up and provide variety to the tops of commercial buildings.
4. Requires a mix of building exterior materials and colors to avoid large expanses of the same material.
5. Prohibits certain materials from being used on a building exterior unless used as an accent material.
6. Addresses rooftop and wall mounted mechanical equipment.
7. Addresses dumpster / trash enclosures.
8. Requires development in the LI zone to comply with these standards.
9. Requires commercial development in the Mixed Use zones to comply with these standards.
10. Provides a mechanism for appeal in the event a new material is presented or the applicant disagrees with staff's interpretation of the architectural standards.
11. Requires all new development and all renovated development to comply with this code or to appeal to the Planning Commission before site plan approval can be granted by staff.

Criteria For Approval. The criteria for review and potential approval of a City Code Text Amendment request is found in Sections 7-1A-7 of the Tooele City Code. This section depicts the standard of review for such requests as:

(1) No amendment to the Zoning Ordinance or Zoning Districts Map may be recommended by the Planning Commission or approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Zoning Ordinance or Zoning Districts Map amendment, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:

- (a) The effect of the proposed amendment on the character of the surrounding area.
- (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.
- (c) Consistency and compatibility with the General Plan Land Use Map for adjoining and nearby properties.
- (d) The suitability of the properties for the uses proposed viz. a. viz. the suitability of the properties for the uses identified by the General Plan.
- (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
- (f) The overall community benefit of the proposed amendment.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the City Code

Text Amendment request and has issued the following comments:

1. This proposed ordinance does not create, nor is intended to create, any strenuous architectural standards above and beyond what is already being constructed in the City. Instead, the intent is to codify what is currently being built or to keep what we already have.
2. Staff's intent is to maintain a baseline for architectural standards but provide the architectural design professionals with enough flexibility to design a building according to their client's desires.
3. The proposed ordinance addresses deficiencies in the current code regarding dumpster enclosures, screening of accessory drive through facilities and screening of mechanical equipment.

Engineering and Public Works Review. The Tooele City Engineering Division and Public Works Department has completed their review of the City Code Text Amendment request and has issued the following comment:

1. No comments from the City Engineer or the Public Works Department.

Noticing. The City staff have issued appropriate public notice as required in the City and State Codes.

STAFF RECOMMENDATION

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

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

1. The effect the text amendment may have on potential applications regarding the character of the surrounding areas.
2. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed text amendment is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the proposed text amendment on properties which may utilize its provisions for potential development applications.
6. The degree to which the proposed text amendment may effect an application's impact on the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed text amendment may effect an application's impact on the general aesthetic and physical development of the area.
8. The degree to which the proposed text amendment may effect the uses or potential uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – "I move we forward a positive recommendation to the City Council to adopt the proposed Tooele City Code Title 7, Chapter 11c Design Standards: Commercial ordinance as included in Exhibit "A" of this report, based on the following findings:"

1. List findings …

Sample Motion for a Negative Recommendation – "I move we forward a negative recommendation to the City Council to adopt the proposed Tooele City Code Title 7, Chapter 11c Design Standards: Commercial ordinance as included in Exhibit "A" of this report, based on the following findings:"

1. List findings …

EXHIBIT A

PROPOSED ARCHITECTURAL STANDARDS (ORIGINAL DRAFT)

Title 7 Chapter 11c Design Standards: Commercial

7-11c-1. Applicability.

1. The building design standards in this Chapter shall be applicable to all exterior facades open to public view from a public right-of-way, public space, adjacent residential dwelling, or future residential area for all new construction and major exterior renovations within the GC, NC, RC, RD, IS, LI, MU-G, and MU-B zoning districts and shall include both primary and accessory structures constructed therein.
2. For purposes of this Chapter, a major exterior renovation includes any structural alteration, expansion, or physical modification to an existing structure that alters more than twenty-five percent (25%) of any exterior building façade, or increases the gross floor area of the structure by more than twenty-five percent (25%). Routine maintenance, interior remodels, and minor exterior repairs shall be exempt from the requirements of this Chapter.

7-11c-2. Bulk.

Commercial buildings shall be designed with architectural wall variations every 50 feet in linear width. A horizontal architectural variation may include the following:

1. Primary exterior wall material change to a different exterior wall material.
2. A shift in the wall façade that is perpendicular to the primary wall façade.
3. Cantilevered wall sections.
4. Columns and pilasters.
5. Other architectural features that satisfy this requirement.

7-11c-3. Roofline.

Commercial buildings shall be designed with vertical height variations of the roofline at every 50 feet. Height variation elements may include but are not limited to:

1. Changes in vertical height of at least 18 inches.
2. Pitched roof lines.
3. Decorative solid parapet walls subject to variation requirements listed above.
4. Overhangs, arches, stepped roofs, faux windows, and other similar elements.

7-11c-4. Exterior Building Materials.

1. Exterior building materials shall be considered any material that comprises the exterior of the building and shall be limited to no more than five and no less that two types of materials per building.
2. Color of exterior building materials (excluding accent colors) shall be limited to no more than five and no less than two major colors per development.
3. Bright colors such as neon or fluorescent colors, bright orange, yellow or primary colors are prohibited on primary wall surfaces, but may be approved during site plan review as minor accent trim or corporate branding element.
4. No more than 75% of any building side shall consist of one material or color.
5. The roof shall not be considered a material or a color.
6. Glass shall be considered as an exterior material when used to comprise a solid non-glazing exterior wall surface or a portion of a wall surface. Glass used in windows and doors shall not be

considered as and exterior building material, and shall not satisfy the building exterior materials requirement of this Section.

7. Corrugated metal, aluminum sheeting, rusted panels or other metal that is caused to appear distressed, may be used as an accent and shall not exceed more than 20% of any building façade.

7-11c-5. Prohibited Materials.

Prohibited Materials. The following materials shall not be permitted to be used on any new or remodeled building in the zoning districts listed in this ordinance:

1. Patterned stucco as a masonry substitute.
2. Wood as a primary exterior finish material.
3. Vinyl or aluminum siding.
4. Uncolored and unfinished CMU / cinder block unless approved by the Planning Commission as an accent material.
5. Pre-cast cement panel walls unless the following treatments are applied and approved by the Planning Commission:
    a. Covered by brick or stone veneer
    b. Contain scoring or integrated masonry patterns.

7-11c-6. Mechanical Equipment.

All roof top, wall mounted and ground mounted mechanical equipment shall utilize the following appropriate screen or shield equipment from view:

1. All mechanical equipment shall be located or screened to shield the equipment from visibility at adjacent properties and from public rights-of-way.
2. Rooftop mechanical equipment shall be completely screened from all horizontal points of view, as seen from six feet high at the property lines or as otherwise determined by the Planning Commission.
3. Screening materials for mechanical equipment shall be of the same color and materials of the primary building.
4. All attached exterior utility boxes and equipment, roof drains, conduits, piping, maintenance stairs, ladders and other similar elements shall be painted or otherwise textured to be consistent with underlying material colors.

7-11c-7. Dumpsters / Trash Enclosures.

All dumpsters and trash bins shall be located in an enclosure that meets the following qualifications:

1. Dumpster / trash enclosures shall be located as far as possible from public rights-of-way and from residential zoning district boundaries.
2. Dumpsters and trash bins shall be enclosed by a masonry wall that meets the following:
    a. Is painted to match the building or composed of material that matches or is complimentary to main building.
    b. Includes a solid metal or vinyl enclosure gate. Chain link gates are not permissible on commercial dumpster enclosures.

7-11c-8. Accessory Drive Through Facilities.

If an accessory drive through facility is located between the main building and a public right-of-way or residential zoning district at least one of the following shall be utilized to screen vehicle queuing lanes from view:

1. Dense plantings involving coniferous varieties of shrubs and trees.
2. Decorative masonry or vinyl fencing panels.
3. Large landscape boulders.
4. Landscape berms.
5. Other elements as approved by the Planning Commission.

7-11c-9. Commercial Accessory Structures.

1. Accessory structures shall be constructed of materials that are similar or complimentary to the main commercial structure it is associated with. It shall also be painted a color that is similar or complimentary to the main commercial structure it is associated with.
2. Shipping containers shall be stored behind the main building in locations that cannot be viewed from public rights-of-way or residential zoning districts and shall be painted a color that is similar or complimentary to the main commercial structure it is associated with.

7-11c-10. Design Variation Applications.

1. The applicant may apply for a design variation to be heard by the Planning Commission under the following circumstances:
    a. The applicant is proposing an exterior material that is not included within this ordinance; or,
    b. The applicant is proposing a building design that falls outside of the parameters of this ordinance.
2. An application for design variations under this Section shall be filed with the Director. Design variation hearings shall be scheduled before the Planning Commission no later than 45 days following the submission of the design variation application.
3. At the hearing, the burden of proof shall be on the applicant to demonstrate by a preponderance of the evidence that:
    a. The proposed alternative achieves an aesthetic quality, visual interest, and structural durability equal to or superior to what would be achieved by strict adherence to the prescriptive code standards;
    b. The proposed alternative is consistent with the goals and objectives of the General Plan and maintains the intended character and harmony of the surrounding zoning district;
    c. Strict application of the design standard is impractical due to site configuration, building layout needs, or the project's overall architectural design concept;
    d. The proposed alternative will not cause significant adverse impacts on adjacent properties, public views, rights-of-way, or residential districts, nor will it compromise public health, safety, or general welfare; and,
    e. Any potential negative visual impacts resulting from the variation are adequately offset by additional architectural features, enhanced landscaping, superior building materials, or increased setbacks.

4. The Planning Commission shall issue a written decision no later than 30 days following the hearing date. The Planning Commission's decision shall be based upon written substantive findings of fact and conclusion of law tied directly to the criteria in this Chapter.

7-11c-11. Failure to Act.

Any new building or renovated building that does not comply with the requirements of this section during the site plan design review process shall not receive site plan approval until the requirements of the section have been satisfied or until the Planning Commission has heard and acted on a design variation application.

Exhibit C

Draft Planning Commission Draft Minutes

Tooele City Planning Commission
Business Meeting Minutes

Date: August 26, 2026
Time: 7:00 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

Planning Commissioners Present:
Melanie Hammer
Chris Sloan
Jon Proctor
Tyson Hamilton
Weston Jensen
Kelley Anderson
Sarah Faircloth, Alternate

Absent:
Amanda Cordova
Frank Linford, Alternate

Council Member Liaisons:
Ed Hansen
Jon Gossett

Staff Present:
Andrew Aagard, Community Development Director
Anna Anglin, City Planner
Matt Johnson, City Attorney
Paul Hansen, City Engineer
Teresa Young, Clerk/Minute Composition

Minutes Prepared by Teresa Young

DRAFT

1. **Pledge of Allegiance**

   Chairman Hamilton opened the meeting 7:00 p.m., and led the pledge of allegiance.

   Chairman Hamilton provided a quick announcement for applicants, the public, and everyone involved: "There has been a significant increase in fraudulent phishing requests using information from public notices related to Planning Commission meetings. Please be aware that Tooele City only collects fees at the time of application submittal and will never request additional payments via wire transfer. All official emails from Tooele City will end in @tooelecity.gov. If you receive a payment request from any other email after submitting your application, it is fraudulent. Do not send money, and please contact the Tooele City Community Development Department immediately to report it. Stay vigilant and protect your information and assets.

2. **Roll Call**

Melanie Hammer, Present
Chris Sloan, Present
Jon Proctor, Present
Sarah Faircloth, Present
Weston Jensen, Present
Kelley Anderson, Present

3. **Public Hearing and Recommendation on a request for approval of a zoning map amendment and land use map amendment request by Perry Commercial to re-assign the zoning and land use designation for properties located at approximately 3100 North SR-36 (116 acres), 800 West 1000 North (39 acres), 3300 North 400 West (51 acres), and 1200 West 2400 North (192 acres). The applicant is requesting to re-assign the land use designation for the subject properties to RC Regional Commercial, to re-assign the zoning to the Compass Point CSD Zoning District, and to adopt a new Compass Point CSD Zoning Ordinance**

Mr. Aagard gave presentation a regarding the proposed Compass Point Commercial Special District (CSD). He explained that the application is a legislative matter and that the Planning Commission's role is advisory, with the City Council serving as the final approval authority. The Planning Commission may forward a positive or negative recommendation, or recommend changes to the City Council, but does not have the authority to require the applicant to rewrite the proposed CSD.

The proposed application includes amendments to the land use and zoning maps and adoption of a new zoning ordinance establishing development standards for the Compass Point CSD. Planning Staff reviewed the proposed permitted and conditional uses, lot and building standards, landscaping, fencing and screening, parking, lighting, architectural design, and signage requirements.

Mr. Aagard also reviewed the criteria the Planning Commission must consider when making its recommendation, including whether the CSD would allow development that is not reasonably feasible under standard zoning districts, provide a substantial benefit to the City, and create unique uses, configurations, or product types or address deficiencies in the existing zoning regulations. He noted that a public hearing was required and that notices had been sent to surrounding property owners. A comment was received from Tooele County, primarily regarding the future right-of-way connection, and staff indicated that the applicant and Perry Homes were already working with UDOT and the County to address the matter.

Chairman Hamilton opened the public hearing at 7:25 p.m. Seeing no members of the public coming forward. Chairman Hamilton closed the public hearing at 7:25 p.m.

Mr. Finlinson, representing Perry Homes, stated that the proposed Compass Point Commercial Special District (CSD) would provide significant long-term benefits to both the community and the City through commercial development and increased sales tax revenue. He explained that the commercial areas would serve as key entry points into the Compass Point community, which is anticipated to include approximately 3,600 residential units at full buildout.

Mr. Finlinson stated that the proposed CSD includes enhanced standards for landscaping, lighting, signage, and architectural design intended to create attractive and well-designed commercial areas. He

explained that the standards were developed to attract a variety of high-quality national, regional, and local retailers, restaurants, entertainment venues, and other commercial tenants, while providing the City with a competitive advantage in attracting future development.

Mr. Finlinson further stated that Perry Homes intends to remain a long-term partner with the City and assist in addressing future infrastructure and community needs as the area develops. He expressed that Compass Point has the potential to become a premier commercial hub for the county and help reduce sales tax leakage to surrounding communities.

Motion: Commissioner Proctor moved that move we forward a positive recommendation to the City Council for the Compass Point Commercial Special District (CSD) Zoning Map Amendment request by Jake Finlinson, representing Perry Commercial, as indicated on the proposed zoning map in Exhibit "A" in this staff report, to re-assign the land use designation for Areas A, C and D to the RC Regional Commercial Land Use designation, and to recommend approval of the text of the Compass Point CSD as proposed in Exhibit "B" in this staff report, application number 2026005, based on the findings listed in the Staff Report dated August 18, 2026. Commissioner Jensen seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye", Commissioner Faircloth, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Nay"; and Chairman Hamilton, "Aye". The motion passed 6-1.

4. **Public Hearing and Decision to consider a Conditional Use Permit request by Dallas Rowberry to authorize a "pet shop/ pet grooming" business in the General Commercial (CG) zoning district, located at approximately 756 North Main Street.**

Ms. Anglin presented a request for a Conditional Use Permit for a pet shop and pet grooming business located at 756 North Main Street. The approximately 1.64-acre property is zoned General Commercial and designated Regional Commercial in the General Plan. The business would occupy an existing tenant space and would include retail sales of pet supplies, nine grooming tables, and three bathing tubs. No exterior site improvements are proposed.

Ms. Anglin explained that planning staff recommended conditions limiting the use to pet grooming and customary retail sales and clarifying that the approval would not authorize a kennel, boarding facility, animal daycare, or live animal sales. Animals would only be permitted to remain on the premises for the time reasonably necessary for grooming services. Additional conditions would require the facility to be maintained in a clean and sanitary condition and for animal waste to be properly disposed of.

Planning Staff confirmed that the proposed use would not require additional water rights or water-related improvements and that the existing site provides sufficient parking. Planning Staff found the proposal to be consistent with the General Plan and applicable City Code and determined that the proposed conditions would adequately mitigate any reasonably anticipated impacts.

Chairman Hamilton opened the public hearing at 7:36 p.m. Seeing no members of the public coming forward. Chairman Hamilton closed the public hearing at 7:36 p.m.

Ms. Rowberry stated that the business would not sell live animals or provide overnight boarding. She explained that the business has operated in Stansbury Park for approximately 15 years and is relocating due to the expansion of the University of Utah InstaCare. Ms. Rowberry, who has owned the business

for approximately one year, stated that the relocation would allow the business to expand and continue serving the community and its pets in Tooele.

Motion: Commissioner Anderson move we approve the Conditional Use Permit Request by Dallas Rowberry, authorizing the use of pet shop/ pet grooming business located at 756 North Main Street, application number 202661, based on the findings and subject to the condition listed in the Staff Report dated August 15, 2026. Commissioner Faircloth. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye", Commissioner Faircloth, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 7-1.

5. **Decision on a proposed site plan amendment by Ledger Cove LLC for property located at 1000 North Franks Drive in the MR-16 Multi-Family Residential zoning district on 16 acres regarding the relocation of previously approved development amenities.**

Mr. Aagard presented a site plan amendment request for the Ledger Cove development, located at the northeast corner of 600 West and 1000 North. He explained that the Planning Commission previously approved the site plan in 2025, which included two pickleball courts centrally located within the development—one serving the apartment buildings and the other serving the townhomes.

The applicant later relocated one of the pickleball courts closer to the eastern property line and adjacent to existing single-family residential properties. Mr. Aagard explained that the Planning Commission was being asked to determine whether the proposed relocation satisfied the ordinance requirement that amenities be centrally located within the development.

Mr. Aagard noted that staff had received concerns from adjacent property owners regarding potential noise generated by the pickleball court. He explained that site plan reviews do not require a public hearing or public comment; however, the Chairman could allow public comment at the Commission's discretion. Staff recommended retaining the pickleball court in its originally approved location, as staff believed that location was more centrally situated and better served the development while avoiding concerns from adjacent residential properties.

The Chairman opened the public hearing at 7:44 p.m. and clarified that public comments would be limited to the proposed location of the pickleball court.

Robb Kaczmarek, a resident of 1111 North Providence Way whose property is located immediately east of the proposed pickleball court location, expressed concerns regarding the relocation of the court. He stated that the originally approved plan showed a green space in the area and that he was not aware the area had been changed to accommodate a pickleball court until he observed the development and reviewed information on the Ledger Cove website.

Mr. Kaczmarek stated that he supported the original, more centrally located location for the pickleball court. He expressed concerns about potential noise and additional lighting associated with the court and stated that the proposed location would change the area adjacent to his residence from green space to an active recreational facility. He requested that the pickleball court remain in its originally approved location.

DRAFT

Seeing no other members of the public coming forward Chairman Hamilton closed the public hearing at 7:47p.m.

Brett Lovell and Jordan Taylor, representing the development team, explained that the proposed relocation of the pickleball court was intended to accommodate an additional tot lot or playground within the development. They stated that the original location of the pickleball court was considered a better location for the playground due to its central location, visibility from surrounding residences, and anticipated use by residents.

The applicants stated that the relocated pickleball court would not include lighting and would be separated from the adjacent residential property by a vinyl fence and an elevation difference. They explained that the relocation was not intended to reduce the number of approved amenities but rather to add an additional amenity to the development.

Mr. Taylor noted that, based on the development team's experience with pickleball courts in other developments, the courts have received limited use compared to playgrounds, which are used more frequently. The applicants stated that they were willing to comply with the Planning Commission's decision and indicated they would be agreeable to either relocating the pickleball court as proposed or replacing it with the additional tot lot.

Staff clarified that the ordinance requires a certain number of amenities but does not require specific types of amenities. Therefore, replacing the pickleball court with a tot lot would still satisfy the applicable ordinance requirements.

Motion: Commissioner Sloan move we deny the Amended Site Plan Design Review request by Howard Schmidt representing Ledger Cover, LLC, thus requiring the sports court to remain in its originally approved location in compliance with City Code, application number 23-576, based on the findings listed in the Staff Report dated August 20, 2026. Commissioner Proctor.

Commissioner Anderson stated that, while he generally supports property owners' rights, he believed the centrally located amenity should remain in its originally approved location to promote compatibility and good neighbor relationships with adjacent properties.

The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”; Commissioner Proctor, “Aye”, Commissioner Faircloth, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-1.

6. **Recommendation on proposed amendments to Tooele City Code Tile 7, Uniform Zoning Code of Tooele City, by adopting Chapter 11c Design Standards: Commercial, establishing architectural standards for commercial development in Tooele City’s commercial, industrial and mixed-use zoning districts. Tabled from the August 12, 2026 Planning Commission meeting.**

Mr. Aagard presented the proposed ordinance text amendment and reviewed the Planning Commission’s role and authority in considering legislative matters. He explained that, unlike administrative applications, the Planning Commission serves in an advisory capacity on ordinance amendments, with the City Council serving as the final approval authority. The Planning Commission’s role is to review the proposed amendment, receive public comment, deliberate, and forward a recommendation to the City Council. The Planning Commission may recommend approval, denial, or

changes to the proposed amendment; however, it does not have the authority to require staff to rewrite the proposed ordinance or delay the application until changes are made.

Mr. Aagard acknowledged that staff had not adequately explained the Planning Commission's role and authority during the previous meeting. He explained that the purpose of the proposed architectural standards was to improve the aesthetic appearance of the City and address ongoing concerns from residents regarding the appearance and quality of commercial development. He noted that staff was seeking the Planning Commission's recommendation on the proposed amendment and that any concerns or suggested changes could be included in the Commission's recommendation to the City Council.

Mr. Aagard reviewed revisions made to the proposed ordinance in response to concerns raised by the Planning Commission during its previous discussion. The revisions included removing references to specific zoning districts and instead applying the architectural standards to commercial development adjacent to a public street, public space, residential dwelling, or future residential area. Building facades not meeting these visibility criteria would not be required to comply with the architectural standards. Specific exemptions were also added for the Downtown Overlay and Heavy Industrial zoning districts, although staff encouraged the application of architectural standards within the Downtown Overlay based on policies contained in the Tooele City General Plan.

Staff also removed the proposed 25 percent renovation threshold. Under the revised language, building renovations requiring a building permit would be required to comply with the architectural standards, while smaller improvements, such as doors and windows that do not significantly alter the exterior of the building, would be exempt.

Additional revisions included an exemption for buildings subject to franchise agreements or corporate branding requirements, provided the applicant submits documentation demonstrating those requirements. Staff removed the requirement for more than two exterior materials on building facades but retained the limitation that no single exterior material may cover more than 75 percent of a facade. An exemption was added for brick and stone facades, excluding cinder block and CMU block. Staff also removed the prohibition on neon and bright colors and clarified that appeals would not require additional fees and would be considered as part of the site plan design review process.

Mr. Aagard reviewed applicable policies in the Tooele City General Plan, which encourage proactive development through City Code provisions and design standards. He noted that the General Plan identifies high-quality architecture, sidewalks, street lighting, reasonable signage, and landscaped parking areas as important elements contributing to quality commercial development. He stated that the proposed standards were intended to respond to community concerns, preserve the architectural integrity of the City, and maintain the quality of new commercial development.

Mr. Aagard also reviewed examples of building elevations throughout the City. Commissioner Anderson asked whether a mansard roof should be considered an exterior wall material rather than roofing for purposes of the architectural standards. Mr. Aagard stated that he would interpret a mansard roof with materials such as shingles or shake as an exterior wall material rather than a roof.

Motion: Commissioner Proctor move we forward a positive recommendation to the City Council to adopt the proposed Tooele City Code Title 7, Chapter 11c Design Standards: Commercial ordinance as included in Exhibit "A" of this report, based on the following findings. Commissioner Hammer seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye", Commissioner Faircloth, "Aye";

DRAFT

Commissioner Jensen, "Nay"; Commissioner Anderson, "Nay"; and Chairman Hamilton, "Aye". The motion passed 5-2.

7. **City Council Reports**

Councilman Gossett reported on the recent Truth in Taxation meeting, noting that Finance Director Shannon Wimmer presented information regarding the City's budget and property taxes. He stated that staff had worked hard to keep taxes as low as possible and commended Ms. Wimmer for taking the time to personally address and discuss a resident's concerns following the presentation.

8. **Review and Decision – August 12, 2026 Planning Commission meeting minutes**

There were no corrections to the minutes.

Motion: Commissioner Hammer moved to approve the August 12, 2026 Planning Commission Meeting Minutes. Chairman Hamilton seconded the motion**.** The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye", Commissioner Faircloth, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 7-1.

Chairman Hamilton expressed his appreciation to the Planning Commission and staff for their efforts and contributions.

9. **Adjourn**

Chairman Hamilton adjourned the meeting at 8:24 p.m.

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

Approved this _____ day of September, 2026

_____
Tyson Hamilton, Tooele City Planning Commission Chair

DRAFT

TOOELE CITY CORPORATION

ORDINANCE 2026-24

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 8-3-3 REGARDING GARBAGE COLLECTION FOR PRIVATE ACCESS DWELLINGS.

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah's charter cities, including Tooele City, "the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law"; and,

WHEREAS, Utah Code Section 10-8-84 enables Tooele City to "pass all ordinances and rules, and make all regulations . . . as are 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, Tooele City Code Chapter 8-3 regulates garbage collection and solid waste management in Tooele City; and,

WHEREAS, private access roads are typically not designed for municipal garbage collection, and the City has found that those residences are not suited for the City's municipal garbage collection process, due to logistical and safety concerns; and,

WHEREAS, it is appropriate to amend TCC Section 8-3-3 regarding garbage collection, to limit City garbage collection services to those residences whose access is directly by public right-of-way, unless otherwise provided by a separate agreement with the City, as shown in Exhibit A; and,

WHEREAS, the City Council has considered the potential impact that this Ordinance may have on family health, stability, and formation:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 8-3-3 is hereby amended as provided in Exhibit A.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and its residents and businesses 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)

_____ _____

(If the mayor approves this ordinance, the City Council passes this ordinance with the Mayor's approval. If the Mayor disapproves this ordinance, the City Council passes the ordinance over the Mayor's disapproval by a super-majority vote (at least 4). If the Mayor neither approves nor disapproves of this ordinance by signature, this ordinance becomes effective without the Mayor's approval or disapproval. UCA 10-3-704(11).)

ATTEST:

_____
Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matthew C. Johnson, City Attorney

EXHIBIT A

Proposed Amendments to
Tooele City Code § 8-3-3

8-3-3. Residential collection.

(1) Mandatory Public Right-of-Way Collection. Except as provided for herein, all occupied residences within Tooele City whose primary vehicular access is directly by public right-of-way shall be provided with mandatory solid waste collection, removal and disposal services and approved garbage containers by the City or its designated agent. All residential solid waste generated within the City shall be transported and delivered to a City-designated and approved solid waste disposal facility. The City may impose reasonable fees for the collection services described in this Subsection.

(2) Private Access Dwellings. For residences not directly accessible by public right-of-way, residential users shall collect and remove their own residential solid waste, either directly or by employing the services of a City-licensed contractor. Upon City approval, residential users under this subsection may participate in the City's solid waste collection system, provided that the residential user transports approved garbage containers to a public right-of-way, or that access to the garbage containers on private property is determined by the City to be feasible and safe. The City may impose reasonable fees for those residential users under this Subsection who participate in the City's solid waste collection system. Nothing in this Subsection obligates the City to approve City solid waste collection services for a residence not directly accessible by public right-of-way.

(3~~2~~) Unlawful Transportation and Self-Hauling Exceptions. Except as otherwise expressly permitted by this Section or by written agreement with the City, no residential solid waste shall be moved, hauled away or transported upon the streets or public ways within the City except by the City or its~~their~~ designated agents. It is hereby ~~-~~declared to be unlawful for any person, except as permitted in this Section, to haul or remove residential solid waste within or from the City. Nothing contained in this Section shall, however, preclude residential users~~persons~~ from hauling their own residential solid waste over the streets or public ways within the City to a City-designated solid waste disposal facility~~, provided that person is regularly paying the City for collection services~~.

TOOELE CITY CORPORATION

RESOLUTION 2026-65

A RESOLUTION OF THE TOOELE CITY COUNCIL INCREASING THE PLANNING COMMISSION STIPEND.

WHEREAS, Tooele City Charter Article 5 and Utah Code Section 10-9a-301 call for the establishment of a Planning Commission; and,

WHEREAS, Tooele City Code Chapter 2-3 governs the Tooele City Planning Commission; and,

WHEREAS, TCC Section 2-3-5 (Compensation) reads in pertinent part, "The members of the Commission shall receive such salary and reimbursement for expenses as the City Council shall from time to time by resolution determine"; and,

WHEREAS, members of the Planning Commission are appointed Tooele City officials classified as volunteers for purposes of the Fair Labor Standards Act ("FLSA") and the Utah Volunteer Government Workers Act ("VGWA"), not employees, and receive fixed payment as allowed by the FLSA and VGWA, and as authorized by the City Council, in the form of a volunteer stipend; and,

WHEREAS, on November 7, 2018, City Council approved the current volunteer stipend rate of $25 per meeting attended, be it a Planning Commission or pre-development meeting; and,

WHEREAS, the stipend is intended to recognize the time, preparation, participation, and public service provided by Planning Commissioners in carrying out their appointed responsibilities on behalf of Tooele City and to help offset costs incurred in connection with their service; and,

WHEREAS, the stipend is a fixed amount and is not intended to constitute hourly wages or compensation based on the number of hours served; and,

WHEREAS, it is reasonable and prudent for the City to reexamine and reevaluate such stipends from time to time; and,

WHEREAS, the City Administration recommends that members of the Planning Commission be paid $50 per meeting attended, to include only Planning Commission meetings, as a reasonable volunteer stipend, to take effect September 9, 2026:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the volunteer stipend paid by Tooele City to members of the Planning Commission, including alternate members, is hereby set at $50 per Planning Commission meeting attended, as documented by the City Administration.

This Resolution shall take effect September 9, 2026, by authority of the Tooele City Charter, without further publication.

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING:_____

MAYOR OF TOOELE CITY

(For) (Against)

_____ _____

ATTEST:

_____
Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matthew C. Johnson, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2026-66

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE TO INCLUDE INCREASED WATER METER COSTS.

WHEREAS, Tooele City Code §1-26-1 authorizes the City Council to establish City fees by resolution for activities regulated by the City and services provided by the City; and,

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

WHEREAS, under the Council-Mayor form of municipal government, established and governed by the Tooele City Charter (2006) and Utah Code §10-3b-201 et seq., the Mayor exercises all executive and administrative powers; however, it has been the practice of Tooele City for all fees proposed by the Mayor and City Administration to be approved by the City Council; and,

WHEREAS, the City requires builders to pay the City, at the time of building permit issuance, for water meters which the City has purchased and stored for purposes of meter quality and uniformity; and,

WHEREAS, current water meter costs are as follows:

Meter Size	Meter Cost	Meter Size	Meter Cost
¾”	$424	3”	$2,540
1”	$484	4”	$4,259
1½”	$1,805	6”	$7,203
2”	$2,051		

WHEREAS, the cost for water meters has risen, and the City Administration asks the City Council to amend the Fee Schedule to include the new meter costs, as follows:

Meter Size	Meter Cost	Meter Size	Meter Cost
¾”	$438	3”	$2,894
1”	$494	4”	$4,779
1½”	$2,088	6”	$8,006
2”	$2,357		

WHEREAS, the new meter costs represent the City’s actual cost of acquiring the water meters, with accompanying hardware, such as, gaskets, bolts, washers, nuts, and lock nuts, rounded up to the nearest dollar:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to include the new water meter costs specified above.

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

TOOELE CITY CORPORATION

RESOLUTION 2026-67

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH COP CONSTRUCTION, LLC, FOR THE 2026 WATER RECLAMATION FACILITY UPGRADES CONSTRUCTION PROJECT.

WHEREAS, Tooele City owns and operates a water reclamation facility ("Facility"), which requires a program of evaluation, design, and upgrade for optimal functioning of the City's wastewater treatment program; and,

WHEREAS, due to aging infrastructure, it is necessary to perform certain maintenance of the process facilities as well as create additional waste water treatment capacity in order to meet growth demands within the City; and,

WHEREAS, the City Administration has elected to do a Public Works Project to include: UV Disinfection Improvements; Solar Dryer Greenhouse Improvements; New Boiler Building; and, Site Civil and Yard Piping Improvements (the "Project"); and,

WHEREAS, the City anticipates issuing tax-exempt bonds to cover the costs of the Project (the "Bond");

WHEREAS, on August 5, 2026, the City Council approved Resolution 2026-60, contracting with JUB Engineers, Inc. ("JUB"), for professional engineering and construction administration services related to the Project ("Upgrade"); and,

WHEREAS, the City, working with JUB, solicited bids for the construction of the Upgrade, in compliance with the procurement procedures set forth in Utah Code §11-39-101 *et seq*. regarding contracts for public works projects; and,

WHEREAS, the City, working with JUB, has determined that COP Construction, LLC, is the lowest responsive and responsible bidder, with a proposal of $9,762,547.00 (Exhibit A); and,

WHEREAS, City Council approval is required for all agreements and change orders in excess of the statutory cost threshold of $30,000 established in TCC §1-5-10 (*see also* TCC §1-6-4, §1-14-4, §1-22-4); and,

WHEREAS, the City, JUB, and COP Construction understand that the Notice of Award and the execution of any agreement is conditional upon the issuance, closing and funding of the tax-exempt Bond to be issued by the City; and,

WHEREAS, the City has complied with the requirements of the Tooele City Purchasing Policies and Procedures:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with COP Construction, LLC, for the 2026 Water Reclamation Facilities

Upgrades Project, in the amount of $9,762,547.00 is hereby approved upon the condition that the Bond is awarded to the City, and that the Mayor is authorized to sign the agreement for the City once the Bond is awarded to the City.

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, Tooele City Attorney

EXHIBIT A

Agreement Proposal

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between TOOELE CITY CORPORATION ("Owner") and COP Construction, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Tooele WRF 2026 Upgrades project consists of the following:

A. Improvements to the existing solar drying processes at the Tooele WRF, including retrofit of the solar dryer greenhouse, demolition, new heated floors, site work, yard piping, electrical and instrumentation, HVAC and plumbing, and all other equipment and infrastructure to make the upgraded facilities complete and operational

B. Construction of a new boiler room at the existing WRF, including installation of a new pre-engineered metal building to also include electrical, HVAC and plumbing, and all other equipment and infrastructure to make the boiler room facility complete and operational.

C. New ultraviolet (UV) disinfection system to be retrofit into the existing Channel #2, including electrical and instrumentation, demolition, and all other equipment and infrastructure required to make the upgraded facilities complete and operational. The integration of SCADA will be by Owner under a separate contract. The HUBER solar dryer turners and Trojan UV disinfection system equipment have been pre-procured by the Owner and will be assigned to the General Contractor for installation and startup.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Tooele WRF 2026 Upgrades

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by J-U-B ENGINEERS, Inc.

3.02 The Owner has retained J-U-B ENGINEERS, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work for the Tooele WRF 2026 Upgrades Project will be substantially completed on or before 18 months from Notice to Proceed and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 30 days after substantial completion.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Liquidated damages shall not exceed 20% of the contract price regardless of days past contract dates.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in

Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. The bid amount is: $9,762,547.00

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of *3* percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8 inclusive).
2. Performance bond (pages ___ to ___, inclusive).
3. Payment bond (pages ___ to ___, inclusive).
4. Other bonds.
    a. ___ (pages ___ to ___, inclusive).
5. General Conditions (pages 1 to 72, inclusive).
6. Supplementary Conditions (pages 1 to 9 inclusive).
7. Specifications as listed in the table of contents.
8. Drawings (not attached but incorporated by reference) consisting of sheets bearing the following general title: Tooele WRF Headworks.
9. Addenda (numbers ___ to ___, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to __ inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such

consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
Tooele City Corporation	COP Construction, LLC
By:	By:
Printed Name:	Printed Name:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
90 NORTH MAIN	555 West 1100 North
TOOELE, UTAH, 84074	Salt Lake City, UT, 84054
	License No.: 5236751-5501 *(where applicable)*

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

APPROVED AS TO FORM

_____

Matt Johnson

Tooele City Attorney

This page is intentionally left blank.

TOOELE CITY CORPORATION

RESOLUTION 2026-69

A Resolution authorizing the issuance and the sale of not to exceed $14,000,000 aggregate principal amount of Sewer Revenue Bonds

*** *** ***

WHEREAS, Tooele City (the *"City"*) considers it necessary and desirable and for the benefit of the City to issue its sewer revenue bonds as hereinafter provided for the purpose of (a) financing the cost of improvements (the *"Project"*) to the sewage collection and treatment system of the City (collectively, the *"System"*), (b) funding any necessary reserves in connection with the Bonds, and (c) paying the costs incurred in connection with the issuance and sale of the Bonds pursuant to authority contained in the Local Government Bonding Act (the "*Act*"), Chapter 14 of Title 11, Utah Code Annotated 1953, as amended (the *"Utah Code"*) and other applicable provisions of law;

WHEREAS, for the purposes set forth above, the City has determined (a) to issue its Sewer Revenue Bonds in an aggregate principal amount not to exceed $14,000,000 (the *"Bonds"*) pursuant to a General Indenture of Trust (the *"General Indenture"*), and a Supplemental Indenture (the *"Supplemental Indenture"* and, together with the General Indenture, the *"Indenture"*), and (b) to cause the proceeds of the sale of the Bonds to be applied in accordance with the Indenture;

WHEREAS, the City is authorized by the Utah Code to acquire, construct and improve the Project, to enter into the General Indenture and the Supplemental Indenture, and to issue the Bonds to finance a portion of the cost of acquisition, construction and improvement of the Project, to fund any necessary reserves, and to pay all related costs authorized by law;

WHEREAS, in the opinion of the City Council, it is in the best interests of the City that the Designated Officer be authorized to (i) determine whether to pursue a competitive sale, private placement or negotiated sale for the sale of the Bonds, (ii) select a purchaser or underwriter for the Bonds and (iii) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and to execute the Supplemental Indenture and Purchase Contract (defined below) containing such terms and provisions;

WHEREAS, Sections 11-14-316 of the Utah Code provides for the publication of a Notice of Bonds to be Issued (the *"Notice of Bonds"*) and the running of a 30-day contest period, and the City desires to cause the publication of such Notice of Bonds at this time in compliance with said section with respect to the Bonds;

WHEREAS, Section 11-14-318 of the Act requires that a public hearing be held to receive input from the public with respect to the issuance of Bonds and the potential economic impact that the Project will have on the private sector and that notice of such public hearing be given as

provided by law and, in satisfaction of such requirement, the City desires to publish a Notice of Public Hearing (the *"Notice of Public Hearing"*) pursuant to such Section;

WHEREAS, the City desires (a) to provide for the holding of a public hearing and (b) to direct the publication of the Notice of Public Hearing, as required by law; and

WHEREAS, a portion of the expenditures relating to the Project (the *"Expenditures"*) (i) have been paid by the City within the sixty days prior to the passage of this Resolution or (ii) will be paid by the City on or after the passage of this Resolution and prior to the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Tooele City, Utah, as follows:

Section 1. Issuance of Bonds. (a) For the purposes set forth above, there is hereby authorized and directed the execution, issuance, sale and delivery of the Bonds in the aggregate principal amount not to exceed $14,000,000. The Bonds shall be dated as of the date of the initial delivery thereof. The Bonds shall be in authorized denominations, shall be payable, and shall be executed and delivered all as provided in the Indenture. The Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(b) The form of the Bonds set forth in the form Supplemental Indenture, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture, is hereby approved.

(c) The Bonds shall be special obligations of the City, payable from and secured by a pledge and assignment of the Net Revenues (as defined in the Indenture) received by the City and of certain other moneys held under the Indenture on a parity with any other Bonds (as defined in the Indenture) issued from time to time under the General Indenture. The Bonds shall not be obligations of the State or any other political subdivision thereof, other than the City, and neither the faith and credit nor the ad valorem taxing or appropriation power of the State or any political subdivision thereof, including the City, is pledged to the payment of the Bonds. The Bonds shall not constitute general obligations of the City or any other entity or body, municipal, state or otherwise.

Section 2. Bond Details; Delegation of Authority. (a) The Bonds shall mature in the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the Closing Date, payable semiannually each year, and at the rates per annum and commencing on the dates, all as provided in that certain Purchase Contract, a form of which is attached hereto as *Exhibit C,* delivered pursuant to this Section 2, setting forth certain terms and provisions of the Bonds (the *"Purchase Contract"*).

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in this resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officer are hereby authorized to make such determinations and effectuations:

(i) the principal amount of each series of the Bonds necessary to accomplish the purpose of the Bonds set forth in the recitals hereto and the aggregate principal amount of each series of the Bonds to be executed and delivered pursuant to the Indenture; *provided* that the aggregate principal amount of the Bonds shall not exceed $14,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the Bonds mature over a period of not to exceed 26 years from their date or dates;

(iii) the interest rate or rates of the Bonds and the date on which payment of such interest commences, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed 5.50% per annum;

(iv) the sale of the Bonds and the purchase price to be paid by the Underwriter of such Bonds; *provided*, *however*, that the discount from par of each series of the Bonds shall not exceed 2.00% (expressed as a percentage of the principal amount);

(v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the time and redemption price at which the Bonds may be called for redemption prior to their maturity at the option of the City;

(vii) the amount of reserves, if any, necessary to be maintained in connection with the Bonds, if any;

(viii) the use and deposit of the proceeds of the Bonds; and

(ix) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this resolution.

For purposes of this resolution and the Bonds, *"Designated Officer"* means the Finance Director or the Mayor.

Following the sale of the Bonds, the Designated Officer shall obtain such information as they deem necessary to make such determinations as provided above and shall make such determinations as provided above and the Mayor shall execute the Purchase Contract containing such terms and provisions of such series of the Bonds, which execution shall be conclusive evidence of the action or determination of the Designated Officer as to the matters stated therein. The provisions of the Purchase Contract shall be deemed to be incorporated into this Section 2.

Section 3. Approval of the General Indenture and the Supplemental Indenture. The General Indenture, attached hereto as *Exhibit A*, and the Supplemental Indenture, in substantially the form attached hereto as *Exhibit B*, are hereby authorized and approved, and the Mayor or the Mayor Pro Tem is hereby authorized, empowered and directed to execute and deliver the Supplemental Indenture on behalf of the City, and the City Recorder or any Deputy City Recorder

is hereby authorized, empowered and directed to attest the Supplemental Indenture, with such changes to the Supplemental Indenture from the form attached hereto as are approved by the Mayor or the Mayor Pro Tem, his or her execution thereof to constitute conclusive evidence of such approval. The provisions of the Supplemental Indenture, as executed and delivered, are hereby incorporated in and made a part of this resolution. The General Indenture and the Supplemental Indenture shall constitute a "system of registration" for all purposes of the Registered Public Obligations Act of Utah.

Section 4. Preliminary Official Statement. The use and distribution of the Official Statement in preliminary form (the *"Preliminary Official Statement"*), in substantially the form presented at this meeting and in the form attached hereto as *Exhibit D*, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable. The Mayor is hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Bonds.

Section 5. Final Official Statement. The Official Statement of the City is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as *Exhibit D*, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, including the completion thereof with the information established at the time of the sale of the Bonds by the Designated Officer and set forth in the Purchase Contract. The Mayor shall sign and deliver the Official Statement to the Underwriter of the Bonds for distribution to prospective purchasers of the Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor's execution of the Official Statement.

Section 6. Purchase Contract; Other Certificates and Documents Required to Evidence Compliance with Federal Tax and Securities Laws. The Mayor or the Mayor Pro Tem of the City is hereby authorized and directed to execute (a) the Purchase Contract, as applicable, (b) such certificates and documents as are required to evidence compliance with the federal laws relating to the tax-exempt status of interest on the Bonds and (c) a Continuing Disclosure Agreement and such other certificates and documents as shall be necessary to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission and other applicable federal securities laws.

Section 7. Other Actions With Respect to the Bonds. The officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. If (a)the Mayor, (b) the City Recorder, or (c) the City Treasurer shall be unavailable or unable to execute or attest and countersign, respectively, the Bonds or the other documents that they are hereby authorized to execute, attest and countersign, the same may be executed, or attested and countersigned, respectively, (i) by the Mayor Pro Tem, (ii) by any

Deputy City Recorder, or (iii) by the Finance Director. Without limiting the generality of the foregoing, the officers and employees of the City are authorized and directed to take such action as shall be necessary and appropriate to issue the Bonds.

Section 8. Prior Acts Ratified, Approved and Confirmed. All acts of the officers and employees of the City in connection with the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 9. Notice of Bonds to be Issued; Contest Period. In accordance with the provisions of Sections 11-14-316 of the Utah Code, the City Recorder shall cause the Notice of Bonds, in substantially the form attached hereto as *Exhibit E,* to be posted on the Utah Public Notice Website.

For a period of thirty (30) days from and after publication of the Notice of Bonds, any person in interest shall have the right to contest the legality of this Resolution (including the form of the General Indenture and Supplemental Indenture attached hereto) or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution (including the Bond Resolution and the Supplemental Indenture) or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 10. Publication of Notice of Public Hearing. The City Recorder shall post or cause to be posted the Notice of Public Hearing on the Utah Public Notice Website no less than 14 days before the public hearing. The Notice of Public Hearing shall be in substantially the form attached hereto as *Exhibit F*.

Section 11. Reimbursement of Expenditures. The City reasonably expects to reimburse the Expenditures with proceeds of the Bonds.

Section 12. Resolution Irrepealable. Following the execution and delivery of the Supplemental Indenture, this resolution shall be and remain irrepealable until all of the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

Section 13. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 14. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

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

[GENERAL INDENTURE]

index

402102.001(PF)

TOOELE CITY, TOOELE COUNTY, UTAH
SEWER REVENUE BONDS

GENERAL INDENTURE OF TRUST

Dated as of December 1, 1997

ZIONS FIRST NATIONAL BANK
as Trustee

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 1.1.	Definitions	3
Section 1.2.	Indenture to Constitute Contract	12
Section 1.3.	Construction	12

ARTICLE II

THE BONDS

Section 2.1.	Authorization of Bonds	14
Section 2.2.	Description of Bonds; Payment	14
Section 2.3.	Execution; Limited Obligation	15
Section 2.4.	Authentication and Delivery of Bonds	16
Section 2.5.	Mutilated, Lost, Stolen or Destroyed Bonds	17
Section 2.6.	Registration of Bonds; Persons Treated as Owners	17
Section 2.7.	Redemption Provisions	18
Section 2.8.	Notice of Redemption	19
Section 2.9.	Partially Redeemed Fully Registered Bonds	20
Section 2.10.	Cancellation	21
Section 2.11.	Nonpresentation of Bonds	21
Section 2.12.	Initial Bonds	21
Section 2.13.	Issuance of Additional Bonds	21
Section 2.14.	Temporary Bonds	23
Section 2.15.	Form of Bonds	24
Section 2.16.	Covenant Against Creating or Permitting Liens	24

ARTICLE III

CREATION OF FUNDS AND ACCOUNTS

Section 3.1.	Creation of Construction Fund	25
Section 3.2.	Creation of Revenue Fund	25
Section 3.3.	Creation of Bond Fund	25
Section 3.4.	Creation of Sinking Fund Account	25
Section 3.5.	Creation of Debt Service Reserve Fund	25
Section 3.6.	Creation of Reserve Instrument Fund	25
Section 3.7.	Creation of Repair and Replacement Fund	25
Section 3.8.	Creation of Rebate Fund	26

ARTICLE IV

APPLICATION OF BOND PROCEEDS AND OTHER MONEYS 27

ARTICLE V

USE OF FUNDS

Section 5.1.	Use of Construction Fund	28
Section 5.2.	Use of Revenue Fund	29
Section 5.3.	Use of Bond Fund	32
Section 5.4.	Use of Sinking Fund Account	33
Section 5.5.	Use of Debt Service Reserve Fund	33
Section 5.6.	Use of Reserve Instrument Fund	34
Section 5.7.	Use of Repair and Replacement Fund	35
Section 5.8.	Use of Rebate Fund	35
Section 5.9.	Investment of Funds	37
Section 5.10.	Trust Funds	37
Section 5.11.	Method of Valuation and Frequency of Valuation	38

ARTICLE VI

GENERAL COVENANTS

Section 6.1.	General Covenants	39
Section 6.2.	First Lien Bonds; Equality of Liens	40
Section 6.3.	Payment of Principal and Interest	40
Section 6.4.	Performance of Covenants; Issuer	41
Section 6.5.	List of Bondholders	41
Section 6.6.	Designation of Additional Paying Agents	41
Section 6.7.	Tax Exemption of Bonds	41
Section 6.8.	Expeditious Construction	42
Section 6.9.	Management of System	42
Section 6.10.	Payment of Operation and Maintenance Expenses	42
Section 6.11.	Payment of Taxes	43
Section 6.12.	Insurance	43
Section 6.13.	Instruments of Further Assurance	43
Section 6.14.	Covenant Not to Sell	43
Section 6.15.	Billing Procedure	43

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

Section 7.1.	Events of Default	45

Section 7.2.	Remedies; Rights of Registered Owners	46
Section 7.3.	Right of Registered Owners to Direct Proceedings	47
Section 7.4.	Application of Moneys	47
Section 7.5.	Remedies Vested in Trustee	48
Section 7.6.	Rights and Remedies of Registered Owners	48
Section 7.7.	Termination of Proceedings	49
Section 7.8.	Waivers of Events of Default	49
Section 7.9.	Cooperation of Issuer	50

ARTICLE VIII

THE TRUSTEE

Section 8.1.	Acceptance of the Trusts	51
Section 8.2.	Fees, Charges and Expenses of Trustee	53
Section 8.3.	Notice to Registered Owners if Event of Default Occurs	53
Section 8.4.	Intervention by Trustee	54
Section 8.5.	Successor Trustee	54
Section 8.6.	Resignation by the Trustee	54
Section 8.7.	Removal of the Trustee	54
Section 8.8.	Appointment of Successor Trustee by Registered Owners; Temporary Trustee	54
Section 8.9.	Concerning Any Successor Trustee	55
Section 8.10.	Trustee Protected in Relying Upon Indenture, Etc	55
Section 8.11.	Successor Trustee as Trustee of Funds; Paying Agent and Bond Registrar	55
Section 8.12.	Trust Estate May Be Vested in Separate or Co-Trustee	56
Section 8.13.	Annual Accounting	56

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.1.	Supplemental Indentures Not Requiring Consent of Registered Owners or Reserve Instrument Providers	58
Section 9.2.	Supplemental Indentures Requiring Consent of Registered Owners and Reserve Instrument Providers; Waivers and Consents by Registered Owners	58

ARTICLE X

DISCHARGE OF INDENTURE 60

ARTICLE XI

MISCELLANEOUS

Section 11.1.	Consents, Etc., of Registered Owners	62
Section 11.2.	Limitation of Rights	62
Section 11.3.	Severability	62
Section 11.4.	Notices	62
Section 11.5.	Trustee as Paying Agent and Registrar	63
Section 11.6.	Counterparts	63
Section 11.7.	Applicable Law	63
Section 11.8.	Immunity of Officers and Directors	63
Section 11.9.	Holidays	63
Section 11.10.	Effective Date	63
Section 11.11.	Compliance with Municipal Bond Act and Refunding Bond Act	63

THIS GENERAL INDENTURE OF TRUST, dated as of December 1, 1997, by and between TOOELE CITY, TOOELE COUNTY, UTAH, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer"), and ZIONS FIRST NATIONAL BANK, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the "Trustee"),

WITNESSETH:

WHEREAS, the Issuer desires to finance improvements to its existing sewage collection and treatment system (the "System"), including, but not limited to additions, extensions, buildings and other improvements to house and operate said facilities, to refund and retire existing obligations which are secured by the Revenues (as herein defined) of the System, to fund debt service reserves, and to pay issuance expenses to be incurred in connection with the issuance and sale of the Bonds herein authorized and defined; and

WHEREAS, the Issuer intends to obtain Revenues from the System sufficient to pay Operation and Maintenance Expenses of the System as said terms are defined herein as well as debt service on the Bonds; and

WHEREAS, the Revenues, after payment of Operation and Maintenance Expenses of the System (the "Net Revenues"), will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Bonds herein authorized and the Issuer desires to pledge said Net Revenues toward the payment of the principal and interest on said Bonds; and

WHEREAS, pursuant to the Utah Municipal Bond Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Act"), the Issuer is authorized to issue its bonds payable from a special fund into which the Net Revenues of the Issuer may be pledged.

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

For and in consideration of the premises, the mutual covenants of the Issuer and the Trustee, the purchase from time to time of the Bonds by the Registered Owners thereof and the issuance by Reserve Instrument Providers from time to time of Reserve Instruments, and in order to secure the payment of the principal of and premium, if any, and interest on the Bonds and of all Reserve Instrument Repayment Obligations according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein, in the Bonds and in all Reserve Instrument Agreements, the Issuer does hereby convey, assign and pledge unto the Trustee and unto

the valid and binding legal obligations of the Issuer and to make this First Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the 1997 Bonds and all Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds and of all Reserve Instrument Providers and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Reserve Instrument by the Reserve Instrument Provider, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this First Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto Zions First National Bank, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Net Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Wastewater Sales Fund which is pledged solely to the Owners of the 1997B Bonds and the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the future securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distribution as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. As used in this Indenture, the following terms shall have the following meanings unless the context otherwise clearly indicates:

"Additional Bonds" means all Bonds issued under this Indenture other than the Initial Bonds.

"Aggregate Annual Debt Service Requirement" means the total principal, interest and premium payments due and payable for any one Bond Fund Year (less capitalized interest and principal payable on any bond anticipation notes) on all Series of Bonds Outstanding or any specified portion thereof.

"Bond Fund" means the Tooele City, Tooele County, Utah Sewer Revenue Bond Fund created in Section 3.3 hereof to be held by the Trustee and administered pursuant to Section 5.3 hereof.

"Bond Fund Year" means the 12-month period beginning July 1 of each year and ending on the next succeeding June 30, except that the first Bond Fund Year shall begin on the date of delivery of the Bonds and shall end on the next succeeding June 30.

"Bondholder," "Bondowner", "Registered Owner" or "Owner" means the registered owner of any Bonds herein authorized.

"Bonds" means Initial Bonds and any Additional Bonds.

"Business Day" means a day on which banking business is transacted, but not including any day on which banks are authorized to be closed in the city in which the Trustee has its principal corporate trust office.

"City Recorder" means the City Recorder of the Issuer or any successor to the duties of such office.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Fund" means the Tooele City, Tooele County, Utah Revenue Construction Fund created in Section 3.1 hereof to be held by the Trustee and administered pursuant to Section 5.1 hereof.

"Cost" or "Costs" or "Cost of Completion", or any phrase of similar import, in connection with a Project or with the refunding of any Bonds, means all costs and expenses which are properly chargeable thereto under generally accepted accounting

principles or which are incidental to the financing, acquisition and construction of a Project, or the refunding of any Bonds, including, without limiting the generality of the foregoing:

(a) amounts payable to contractors and costs incident to the award of contracts;

(b) cost of labor, facilities and services furnished by the Issuer and its employees or others, materials and supplies purchased by the Issuer or others and permits and licenses obtained by the Issuer or others;

(c) engineering, architectural, legal, planning, underwriting, accounting and other professional and advisory fees;

(d) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(e) interest expenses, including interest on the Series of Bonds relating to a Project;

(f) printing, engraving and other expenses of financing, including premiums for municipal bond insurance, fees of financial rating services and fees for issuance of bank letters of credit or similar banking arrangements and costs of issuing the Series of Bonds relating to a Project;

(g) costs, fees and expenses in connection with the acquisition of real and personal property or rights therein, including premiums for title insurance;

(h) costs of equipment purchased by the Issuer and necessary to the completion and proper operation of a Project;

(i) amounts required to repay temporary or bond anticipation loans or notes made to finance the costs of a Project;

(j) cost of site improvements performed by the Issuer in anticipation of a Project;

(k) moneys necessary to fund the Funds created under this Indenture;

(l) costs of the capitalization with proceeds of a Series of Bonds issued hereunder of any operation and maintenance expenses and other working capital appertaining to any facilities to be acquired for a Project and of any interest on a Series of Bonds for any period not exceeding the period estimated by the Issuer to effect the construction of a Project plus one year, as herein provided, of any

discount on bonds or other securities, and of any reserves for the payment of the principal of and interest on a Series of Bonds, of any replacement expenses and of any other cost of issuance of a Series of Bonds or other securities, and Reserve Instrument Costs;

(m) costs of amending any indenture or other instrument authorizing the issuance of or otherwise appertaining to a Series of Bonds;

(n) all other expenses necessary or desirable and appertaining to a Project, as estimated or otherwise ascertained by the Issuer, including costs of contingencies for a Project; and

(o) payment to the Issuer of such amounts, if any, as shall be necessary to reimburse the Issuer in full for advances and payments theretofore made or costs theretofore incurred by the Issuer for any item of Costs.

In the case of any project for refunding or redeeming any bonds or other obligations, "Cost" includes, without limiting the generality of the foregoing, the items listed in (c), (e), (f) and (k) above, advertising and other expenses related to the redemption of such bonds to be redeemed and the redemption price of such bonds (and the accrued interest payable on redemption to the extent not otherwise provided for). Whenever Costs are required to be itemized, such itemization shall, to the extent practicable, correspond with the items listed above.

"Debt Service Reserve Fund" means the Tooele City, Tooele County, Utah Revenue Debt Service Reserve Fund created in Section 3.5 hereof to be held by the Trustee and administered pursuant to Section 5.5 hereof.

"Debt Service Reserve Requirement" for all Bonds issued hereunder means an amount equal to the least of (i) 10% of the proceeds of all Series of Bonds determined on the basis of their initial purchase price to the public, (ii) the maximum Aggregate Annual Debt Service Requirement, and (iii) 120% of the average Aggregate Annual Debt Service Requirement. The Debt Service Reserve Requirement may be funded by a Reserve Instrument as herein provided. Upon the issuance of Additional Bonds or upon any refunding of Bonds issued hereunder the aggregate Debt Service Reserve Requirement for the Bonds then Outstanding and the Additional Bonds, if any, to be so issued shall be determined based upon the Bonds to be Outstanding immediately following the issuance of the Additional Bonds or such refunding.

"Direct Obligations" means (a) cash, (b) Government Obligations, and (c) money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G, AAAm, or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2.

"Event of Default" means with respect to any default or event of default hereunder any occurrence or event specified in and defined by Section 7.1 hereof.

"Government Obligations" means solely one or more of the following:

(a) State and Local Government Series issued by the United States Treasury ("SLGS");

(b) United States Treasury bills, notes and bonds, as traded on the open market;

(c) Zero Coupon United States Treasury Bonds; and

(d) Any other direct obligations of or obligations unconditionally guaranteed by, the United States of America (including, without limitation, obligations commonly referred to as "REFCORP strips").

"Gross Proceeds" shall mean with respect to any Series of Bonds the gross proceeds of such Series of Bonds as defined in Section 148(f)(6)(B) of the Code and Section 1.148-1(b) of the Regulations.

"Indenture" means this Indenture of Trust as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms of this Indenture.

"Initial Bonds" means the first Series of Bonds issued under this Indenture.

"Interest Payment Date" means the stated maturity date of an installment of interest on the Bonds.

"Issuer" means Tooele City, Tooele County, Utah and its successors.

"Mayor" means the Mayor of the Issuer or any successor to the duties of such office.

"Moody's" means Moody's Investors Service, Inc.

"Net Revenues" means the Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means all expenses reasonably incurred in connection with the operation and maintenance of the System, whether incurred by the Issuer or paid to any other municipality or company pursuant to contract or otherwise, necessary to keep the System in efficient operating condition, including cost of audits hereinafter required, payment of promotional and marketing expenses and real

estate brokerage fees, payment of premiums for the insurance hereinafter required, Reserve Instrument Costs and, generally all expenses, exclusive of depreciation, which under generally accepted accounting practices are properly allocable to operation and maintenance; however, only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

"Outstanding" or "Bonds Outstanding" means at any date all Bonds which have not been cancelled which have been or are being authenticated and delivered by the Trustee under this Indenture, except:

(a) Any Bond or portion thereof which at the time has been paid or deemed paid pursuant to Article X of this Indenture; and

(b) Any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered hereunder, unless proof satisfactory to the Trustee is presented that such Bond is held by a bona fide holder in due course.

"Owner(s)" or "Registered Owner(s)" means the registered owner(s) of the Bonds according to the registration books of the Issuer maintained by the Trustee as Registrar for the Bonds pursuant to Sections 2.6, 6.5 and 11.5 hereof.

"Paying Agent" means the Trustee, appointed as the initial paying agent for the Bonds pursuant to Sections 6.6 and 11.5 hereof, and any additional or successor paying agent appointed pursuant hereto.

"Project" means the acquisition or construction of additions or improvements to the Issuer's System. The particular Project for each Series of Bonds shall be further described in the Supplemental Indenture which authorizes the issue of said Series of Bonds.

"Qualified Engineer" means any registered or licensed engineer or architect or engineer or firm of such engineers or architects and engineers generally recognized to be qualified in engineering matters relating to construction and maintenance of municipal water systems, appointed and paid by the Issuer, who shall not have any substantial interest, direct or indirect, with the Issuer, and not be connected with the Issuer as an officer or employee of the Issuer, but who may be regularly retained to make annual or other periodic reports to the Issuer.

"Qualified Investments" means any of the following securities:

(i) Direct Obligations;

(ii) Obligations of any of the following federal agencies which obligations represent full faith and credit obligations of the United States of America: the Export-Import Bank of the United States; the Government National

Mortgage Association; the Federal Financing Bank; the Farmer's Home Administration; the Federal Housing Administration; the Maritime Administration: General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA's);

(iii) Money market funds rated "AAAm" or "AAAm-G" or better by S & P;

(iv) Commercial paper which is rated at the time of purchase in the single highest classification, P-1 by Moody's or A-1+ by S & P, and which matures not more than 270 days after the date of purchase;

(v) Bonds, notes or other evidences or indebtedness rated "AAA" by S & P and "Aaa" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(vi) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date or purchase of "A-1" or "A-1+" by S & P and "P-1" by Moody's and maturing no more than 360 days after the date or purchase (ratings on holding companies are not considered as the rating of the bank);

(vii) the fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer's Investment Fund; and

(viii) Any investments or securities permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated 1953, as amended.

"Rated Obligations" means obligations which at the time of their purchase under the Indenture are rated in either of the two highest long-term debt Rating Categories by a Rating Agency or in its highest short-term debt Rating Category.

"Rating Agency" means Moody's or S & P and their successors and assigns. If either such corporation ceases to act as a securities rating agency, the Issuer may, with the approval of the Trustee, designate any nationally recognized securities rating agency as a replacement.

"Rating Category" or "Rating Categories" mean one or more of the generic rating categories of a Rating Agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Rebatable Arbitrage" shall mean with respect to any Series of Bonds the amount (determinable as of each Rebate Calculation Date of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

"Rebate Calculation Date" means, with respect to each Series of Bonds, the interest payment date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the Initial Rebate Calculation Date for such Series of Bonds, and the date of retirement of the last bond for such Series.

"Rebate Fund" means the Tooele City, Tooele County, Utah Revenue Rebate Fund created in Section 3.8 hereof to be held by the Trustee and administered pursuant to Section 5.8 hereof.

"Registrar" means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the initial registrar for the Bonds pursuant to Sections 2.6, 6.5 and 11.5 hereof, and any additional or successor registrar appointed pursuant hereto.

"Regular Record Date" means the fifteenth day (whether or not a Business Day) next preceding each Interest Payment Date.

"Regulations," and all references thereto shall mean and include applicable final, proposed and temporary United States Treasury Regulations promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto made hereafter.

"Repair and Replacement Fund" means the Tooele City, Tooele County, Utah Revenue Repair and Replacement Fund created in Section 3.7 hereof to be held by the Trustee and administered pursuant to Section 5.7 hereof.

"Repair and Replacement Reserve Requirement" means the amount or amounts from time to time required under each Supplemental Indenture to be on deposit in the Repair and Replacement Fund.

"Reserve Instrument" means a device or instrument issued by a Reserve Instrument Issuer to satisfy all or any portion of the Debt Service Reserve Requirement. The term "Reserve Instrument" includes, by way of example and not of limitation, letters of credit, bond insurance policies, surety bonds, standby bond purchase agreements, lines of credit and other devices.

"Reserve Instrument Agreement" means any agreement entered into by the Issuer and a Reserve Instrument Provider pursuant to a Supplemental Indenture and providing for the issuance by such Reserve Instrument Provider of a Reserve Instrument.

"Reserve Instrument Costs" means all fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Provider pursuant to a Reserve Instrument Agreement. Each Reserve Instrument Agreement shall specify the fees, premiums, expenses and costs constituting Reserve Instrument Costs.

"Reserve Instrument Coverage" means, as of any date of calculation, the aggregate amount available to be paid to the Trustee pursuant hereto under all Reserve Instruments.

"Reserve Instrument Fund" means the Tooele City, Tooele County, Utah Revenue Reserve Instrument Fund created in Section 3.6 hereof to be held by the Trustee and administered pursuant to Section 5.6 hereof.

"Reserve Instrument Limit" means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into the Debt Service Reserve Fund assuming for purposes of such calculation that the amount initially available under each Reserve Instrument has not been reduced or that the amount initially available under each Reserve Instrument has only been reduced as a result of the payment of principal of the Bonds.

"Reserve Instrument Provider" means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Reserve Instrument.

"Reserve Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Reserve Instrument Agreement, those outstanding amounts payable by the Issuer under such Reserve Instrument Agreement to repay the Reserve Instrument Provider for payments previously made by it pursuant to a Reserve Instrument. There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs. Each Reserve Instrument Agreement and the Supplemental Indenture authorizing the execution and delivery of such Reserve Instrument Agreement shall specify the amounts payable under it which, when outstanding, shall constitute Reserve Instrument Repayment Obligations and shall specify the portions of such amounts that are allocable as principal of and as interest on such Reserve Instrument Repayment Obligations.

"Revenue Fund" means the Tooele City, Tooele County, Utah Revenue Fund created in Section 3.2 hereof in the hands of the Issuer to be administered pursuant to Section 5.2 hereof.

"Revenues" means all revenues, fees, including impact fees and connection fees, income, rents and receipts received or earned by the Issuer from or attributable to the ownership and operation of the System, together with all interest earned by and profits derived from the sale of investments in the related funds thereof; provided,

however, that unless otherwise provided by Supplemental Indenture, Revenues shall not include moneys received from the sale of treated wastewater pursuant to a take or pay contract with a private person or entity.

"S & P" means Standard & Poor's Corporation.

"Serial Bonds" means those Bonds other than Term Bonds.

"Series" means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

"Sinking Fund Account" means the Tooele City, Tooele County, Utah Revenue Sinking Fund Account of the Bond Fund created in Section 3.4 hereof to be held by the Trustee and administered pursuant to Section 5.4 hereof.

"Sinking Fund Installment" means the amount of money which is required to be deposited into the Sinking Fund Account in each Bond Fund Year as specified in the Supplemental Indenture authorizing the Bonds of a Series for the retirement of Term Bonds of such Series, if any (whether at maturity or by redemption), and including the redemption premium, if any.

"Special Record Date" means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with this Indenture.

"State" means the State of Utah.

"Supplemental Indenture" means any indenture between the Issuer and the Trustee entered into pursuant to and in compliance with the provisions of Article IX hereof.

"System" means the Issuer's sewage collction and treatment system, together with any additions, repairs, renewals, replacements, expansions, extensions and improvements to said System, or any part thereof, hereafter acquired or constructed, and together with all lands, easements, interests in land, licenses, water rights and rights of way of the Issuer and all other works, property, structures, equipment of the Issuer and contract rights and other tangible and intangible assets of the Issuer now or hereafter owned or used in connection with, or related to said System.

"Term Bonds" means the Bonds which shall be subject to retirement by operation of mandatory sinking fund redemptions from the Sinking Fund Account.

"Trustee" means Zions First National Bank, One South Main Street, Salt Lake City, Utah 84111, or any successor corporation resulting from or surviving any

consolidation or merger to which it or its successors may be a party and any successor trustee at any time serving as successor trustee hereunder.

"Year" means any consecutive twelve-month period.

Section 1.2. Indenture to Constitute Contract. In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued hereunder by the Registered Owners thereof, and the issuance from time to time of any and all Reserve Instruments by Reserve Instrument Providers pursuant hereto, this Indenture shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds and the Reserve Instrument Providers; and the pledge made in this Indenture and the covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be, FIRST, for the equal benefit, protection and security of the Owners of any and all of the Bonds all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Indenture, and SECOND, for the equal benefit, protection and security of the Reserve Instrument Providers of any and all of the Reserve Instruments which, regardless of the time or times of their issuance, delivery or termination, shall be of equal rank without preference, priority or distinction of any Reserve Instrument over any other thereof.

Section 1.3. Construction. This Indenture, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(a) The terms "hereby," "hereof," "herein," "hereto," "hereunder", and any similar terms used in this Indenture shall refer to this Indenture in its entirety unless the context clearly indicates otherwise.

(b) Words in the singular number include the plural, and words in the plural include the singular.

(c) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender refer to any gender.

(d) Articles, sections, subsections, paragraphs and subparagraphs mentioned by number, letter, or otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs hereof so numbered or otherwise so designated.

(e) The titles or leadlines applied to articles, sections and subsections herein are inserted only as a matter of convenience and ease in reference and in no way define, limit or describe the scope or intent of any provisions of this Indenture.

(f) Any securities payable from any Revenues held by the Issuer shall not be deemed to be outstanding for the purpose of consents hereunder or for any other purpose provided herein.

ARTICLE II

THE BONDS

Section 2.1. Authorization of Bonds. There is hereby created for issuance hereunder an issue of Bonds which may, if and when authorized by Supplemental Indenture, be issued in one or more separate Series. Each Series of Bonds shall be authorized by a separate Supplemental Indenture, which shall state the purpose or purposes for which each such Series of Bonds is being issued. The aggregate principal amount of Bonds which may be issued shall not be limited except as provided herein or as may be limited by law provided that the aggregate principal amount of Bonds of each such Series shall not exceed the amount specified in the Supplemental Indenture authorizing each such Series of Bonds.

Section 2.2. Description of Bonds; Payment.

(a) The Bonds of each Series issued under the provisions hereof may be issued only as registered bonds. Unless otherwise specified in the Supplemental Indenture authorizing such Series of Bonds, bonds of each Series shall be in the denomination of One Thousand Dollars ($1,000) each or any integral multiple thereof, shall be numbered consecutively from R-1 upwards and shall bear interest payable on February 1 and August 1.

(b) The Bonds of each Series issued hereunder shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate permitted by law on the date of initial issuance of Bonds of such Series, and be payable on the days, shall be stated to mature on the days and in the years and shall be subject to redemption prior to their respective maturities, all as set forth in the Supplemental Indenture authorizing such Series of Bonds. The Bonds of each Series shall be designated "Revenue [Refunding] Bonds, 19_____ Series _____," in each case inserting the year in which the Bonds are issued and an identifying Series letter.

(c) Both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America, as at the respective time of payment, shall be legal tender for payment of public and private debts. Payment of the interest on any Bond shall be made to the person appearing on the Bond registration books of the registrar hereinafter provided for as the Registered Owner thereof by check or draft mailed to the Registered Owner at his address as it appears on such registration books or to owners of $1,000,000 or more in aggregate principal amount of Bonds (or owners of 100% of an Series then Outstanding) by wire transfer to a bank account designated by the Registered Owner in written instructions furnished to the Trustee. The interest on Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the person who is the Registered Owner thereof at the close of

business on the Regular Record Date for such interest, which shall be the fifteenth day (whether or not a business day) next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Bond on such Regular Record Date, and may be paid to the person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten days prior to such Special Record Date. The principal of and premium, if any, on Bonds are payable upon presentation and surrender thereof at the principal corporate trust office of the Trustee as Paying Agent, except as otherwise provided by Supplemental Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions hereof as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board or otherwise, as may be specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.3. Execution; Limited Obligation. The Bonds shall be executed on behalf of the Issuer with the manual or official facsimile signature of its Mayor, countersigned with the manual or official facsimile signature of the City Recorder, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Issuer. In case any officer, the facsimile of whose signature shall appear on the Bonds, shall cease to be such officer before the delivery of such Bonds, such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery. The Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Bond proceeds or other funds created hereunder or the income from the temporary investment thereof).

The Bonds shall be a valid claim of the respective Registered Owners thereof only against the Net Revenues and other moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund) and the Issuer hereby pledges and assigns the same for the equal and ratable payment of the Bonds, and the Net Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized herein. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The provisions of this Section relating to the execution of Bonds may be changed as they apply to the Bonds of any Series by the Supplemental Indenture authorizing such Series of Bonds.

Section 2.4. Authentication and Delivery of Bonds.

(a) The Issuer shall deliver executed Bonds of each Series to the Trustee for authentication. Subject to the satisfaction of the conditions for authentication of Bonds set forth herein, the Trustee shall authenticate such Bonds, and deliver them upon the order of the Issuer to the purchasers thereof upon the payment by the purchasers to the Trustee for the account of the Issuer of the purchase price therefor. Delivery by the Trustee shall be full acquittal to the purchasers for the purchase price of such Bonds, and such purchasers shall be under no obligation to see to the application thereof. The proceeds of the sale of such Bonds shall, however, be disposed of only as provided herein and in the Supplemental Indenture.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder, unless and until a certificate of authentication on such Bond substantially in the form set forth in the Supplemental Indenture authorizing such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

(c) Prior to the authentication by the Trustee of each Series of Bonds there shall have been filed with the Trustee:

(i) A copy, duly certified by the City Recorder, of this Indenture (to the extent not theretofore so filed) and the Supplemental Indenture authorizing such Series of Bonds.

(ii) A copy, certified by the City Recorder, of the proceedings of the Issuer's City Council approving the execution and delivery of the instruments specified in Subparagraph (i) above and the execution and delivery of such Series of Bonds, together with a certificate, dated as of the date of authentication of such Series of Bonds, of the City Recorder that such proceedings are still in force and effect without amendments except as shown in such proceedings.

(iii) A request and authorization to the Trustee of the Issuer to authenticate such Series of Bonds in the aggregate principal amount

therein specified and deliver them to purchasers therein identified upon payment to the Trustee, for account of the Issuer, of the sum specified therein.

(iv) An opinion of Bond Counsel dated the date of authentication of such Series of Bonds to the effect that (a) the Issuer has the right and power to authorize the execution and delivery of this Indenture and such Series of Bonds and such execution and delivery has been duly authorized, (b) this Indenture has been duly executed and delivered by the Issuer and is the valid and binding agreement of the Issuer enforceable in accordance with its terms; (c) this Indenture creates the valid pledge which it purports to create of the Net Revenues; and (d) such Series of Bonds have been duly executed and delivered to the Trustee by the Issuer and, upon authentication thereof by the Trustee pursuant hereto and delivery thereof by the Trustee pursuant to the request referred to in Subparagraph (iii), will be valid and binding obligations of the Issuer, entitled to the benefits and security hereof.

Section 2.5. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond of like date, series, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together in all cases with indemnity satisfactory to the Trustee and the Issuer. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee may pay the same without surrender thereof upon compliance with the foregoing. The Trustee may charge the Registered Owner of such Bond with its reasonable fees and expenses in this connection. Any Bond issued pursuant to this Section shall be deemed part of the Series of the Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.6. Registration of Bonds; Persons Treated as Owners. The Issuer shall cause the books for the registration and for the transfer of the Bonds as provided herein to be kept by the Trustee which is hereby constituted and appointed the Registrar of the Issuer with respect to the Bonds, provided, however, that the Issuer may by Supplemental Indenture select a party other than the Trustee to act as Registrar with respect to the Series of Bonds issued under said Supplemental Indenture. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or

instruments of transfer in form satisfactory to the Trustee and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same Series and the same maturity for a like aggregate principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the principal corporate trust office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations of the same Series and the same maturity. The execution by the Issuer of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond. The Issuer and the Trustee shall not be required to transfer or exchange any Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date, (ii) during the period from and including the day fifteen days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto, (iii) during the period from and including the day fifteen days prior to the mailing of notice calling any Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Bond for redemption.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of or on account of either principal of or interest on any Bond shall be made only to or upon order of the Registered Owner thereof or such person's legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of Bonds of any tax or other governmental charge and by the Issuer of any service charge of the Trustee as Registrar which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Bond shall be delivered.

Section 2.7. Redemption Provisions. The Term Bonds of each Series of Bonds shall be subject, to the extent provided in the Supplemental Indenture authorizing each such Series of Bonds, to redemption prior to maturity by operation of Sinking Fund Installments required to be made to the Sinking Fund Account. The Bonds of each Series shall further be subject to redemption prior to maturity at the option of the Issuer at such times and upon such terms as shall be fixed by such Supplemental Indenture. If less than all of the Bonds of any one maturity of a Series shall be called for redemption, the particular units of Bonds, as determined in accordance with Section 2.9 herein, to be redeemed shall be selected by the Trustee by lot in such manner as the Trustee, in its

discretion, may deem proper in order to assure each Registered Owner of Bonds of such Series or maturity a fair opportunity to have their Bond or Bonds or portions thereof selected.

Section 2.8. Notice of Redemption.

(a) In the event any of the Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.8. Unless otherwise specified in the Supplemental Indenture authorizing the issuance of the applicable Series of Bonds, notice of such redemption (i) shall be filed with the paying agent designated for the Bonds being redeemed; and (ii) shall be mailed by first class mail, postage prepaid, to all Registered Owners of Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Bonds, including Series, to be redeemed, the identification numbers of Bonds and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the Original Issue Date of, and interest rate on, such Bonds;

(iii) in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(vii) the place where such Bonds are to be surrendered for payment of the redemption price, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) In addition to the foregoing, further notice of any redemption of Bonds hereunder shall be given by the Trustee, at least two (2) Business Days in advance of the mailed notice to Registered Owners, by registered or certified mail or overnight delivery service, to all registered securities depositories then in the business of holding substantial amounts (as reasonably determined by the Trustee) of obligations of types comprising the Bonds and to at least two national information services that disseminate notices of redemption of obligations such as the Bonds. Such further notice shall contain the information required in clause (a) above. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

(c) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(d) If at the time of mailing of any notice of redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of the redemption moneys with the Trustee not later than the opening of business five days prior to the redemption date and that such notice shall be of no effect unless such moneys are so deposited.

(e) A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Bonds or portions thereof redeemed but who failed to deliver Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds.

(f) In case any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond will be issued.

Section 2.9. Partially Redeemed Fully Registered Bonds. Unless otherwise specified in the Supplemental Indenture authorizing the issuance of the applicable Series of Bonds, in case any registered Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Bond or Bonds of the same Series, interest rate and maturity, in aggregate principal amount equal to the

unredeemed portion of such registered Bond. Unless otherwise provided by Supplemental Indenture, a portion of any Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or an integral multiple thereof and in selecting portions of such Bonds for redemption, the Trustee will treat each such Bond as representing that number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bonds by $5,000.

Section 2.10. Cancellation. All Bonds which have been surrendered for payment, redemption or exchange, and Bonds purchased from any moneys held by the Trustee hereunder or surrendered to the Trustee by the Issuer, shall be cancelled and cremated or otherwise destroyed by the Trustee and shall not be reissued, and a counterpart of the certificate of cremation or other destruction certificate evidencing such cremation or other destruction shall be furnished by the Trustee to the Issuer; provided, however, that one or more new Bonds shall be issued for the unredeemed portion of any Bond without charge to the Registered Owner thereof.

Section 2.11. Nonpresentation of Bonds. Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Issuer to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part hereunder or on, or with respect to, said Bond. If any Bond shall not be presented for payment within six years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Registered Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of this Section are subject to the provisions of Title 78, Chapter 44, Utah Code Annotated 1953, as amended.

Section 2.12. Initial Bonds. Subject to the provisions hereof, the Initial Bonds may be authenticated and delivered by the Trustee upon satisfaction of the conditions specified in Section 2.4(c) hereof and any additional conditions specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.13. Issuance of Additional Bonds. No additional indebtedness, bonds or notes of the Issuer payable on a priority to the pledge of Net Revenues for the payment of the Bonds herein authorized shall be created or incurred without the prior

written consent of the Owners of 100% of the Outstanding Bonds. In addition, no Additional Bonds or other indebtedness, bonds or notes of the Issuer payable on a parity with the Bonds herein authorized out of Net Revenues shall be created or incurred, unless the following requirements have been met:

(a) The Net Revenues of the System for any Year within the 24-month period immediately preceding the authentication and delivery of the Additional Bonds were at least 120% of the total principal, premium, if any, and interest payments for said Year on all of the Bonds which were then Outstanding, all as verified by an independent accountant in a certification delivered to the Trustee.

(b) In the case of Additional Bonds issued for the purposes set forth in (e)(ii) below, the Issuer shall have delivered to the Trustee a certificate from a Qualified Engineer:

(1) setting forth the Estimated Net Revenues as herein described (assuming, if applicable, the completion of any additions, improvements, extensions, replacements or repairs to the System (collectively, the "Improvements") financed with proceeds of the Additional Bonds) either:

(i) for each of the two Bond Fund Years succeeding the latest estimated date of completion of the Improvements, if proceeds of the Additional Bonds are used to fund interest during the construction period, or

(ii) if (i) is not the case, for the then current Bond Fund Year and each succeeding Bond Fund Year to and including the second Bond Fund Year succeeding the latest estimated date of completion of the Improvements; and

(2) verifying that the Estimated Net Revenues as shown in (1) above for each of such Bond Fund Years are not less than 120% of the Aggregate Annual Debt Service Requirement for each of such Bond Fund Years with respect to all of the Bonds and Additional Bonds which would then be Outstanding (after taking into account any principal reductions resulting from regularly scheduled principal or sinking fund redemption payments) and the Additional Bonds so proposed to be issued.

For purposes of this subsection (b), "Estimated Net Revenues" shall be determined by the Qualified Engineer as follows:

(A) The total Net Revenues of the System for the most recent Year immediately preceding the authentication and delivery of the Additional Bonds in which such information is available to the Issuer shall

be first be determined. For purposes of these calculations, Revenues may be adjusted to give full effect to rate increases implemented prior to the issuance of the Additional Bonds.

(B) Next, the additional Net Revenues, if any, resulting from the Improvements financed with the proceeds of the Additional Bonds will be estimated by the Qualified Engineer for the applicable Bond Fund Years as determined in (b)(1)(i) or (ii) above.

(C) The Estimated Net Revenues will be the sum of the Net Revenues as calculated in (A) above, plus 80% of the estimated additional Net Revenues as calculated in (B) above.

(c) All payments required by this Indenture to be made into the Bond Fund must have been made in full, and there must be in the Debt Service Reserve Fund the full amount required by this Indenture to be accumulated therein at such time.

(d) The proceedings authorizing the Additional Bonds must raise the amount to which the Debt Service Reserve Fund shall be accumulated to an amount no less than the Debt Service Reserve Requirement of all Bonds then outstanding (excluding Bonds which are to be refunded with the proceeds of the Additional Bonds), including the Additional Bonds.

(e) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued hereunder or other obligations of the Issuer (including the funding of necessary reserves and the payment of costs of issuance) or (ii) to make additions, improvements, extensions, replacements or repairs to the System (including the funding of necessary reserves and the payment of costs of issuance).

(f) No Event of Default shall have occurred and be continuing hereunder. This paragraph (f) shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions hereof and (ii) such Event of Default will cease to continue upon the issuance of the Additional Bonds and the application of the proceeds thereof.

Section 2.14. Temporary Bonds.

(a) Until the definitive Bonds of any Series are prepared, the Issuer may execute, in the same manner as is provided in Section 2.3 hereof, and upon the request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which

such temporary Bond or Bonds are issued, in denominations authorized by the Issuer, and with such omissions, insertions and variations not inconsistent with this Indenture as may be appropriate to temporary Bonds. The Issuer at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds, for exchange and the cancellation of such surrendered temporary Bonds, the Trustee shall authenticate and, without charge to the Registered Owner thereof, deliver in exchange therefor, definitive Bonds, of the same aggregate principal amount, Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant hereto.

(b) If the Issuer shall authorize the issuance of temporary Bonds in more than one denomination, the Registered Owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount, series and maturity of any other authorized denomination or denominations, and thereupon the Issuer shall execute and the Trustee shall authenticate and, in exchange for the temporary Bond or Bonds so surrendered, shall deliver a temporary Bond or Bonds of like aggregate principal amount, series and maturity in such other authorized denomination or denominations as shall be requested by such Registered Owner.

(c) All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

Section 2.15. Form of Bonds. For each Series of Bonds, the text of such Bonds, the Trustee's Authentication Certificate shall be in substantially the forms thereof set forth in the Supplemental Indenture authorizing the issuance of such Bonds, with such omissions, insertions and variations not inconsistent with the terms hereof as may be necessary, desirable, authorized and permitted hereby.

Section 2.16. Covenant Against Creating or Permitting Liens. Except for the pledge of Net Revenues to secure payment of the Bonds hereunder, the Net Revenues are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto; provided, however, that nothing contained herein shall prevent the Issuer from issuing, if and to the extent permitted by law, indebtedness having a lien on Net Revenues subordinated to that of the Bonds.

ARTICLE III

CREATION OF FUNDS AND ACCOUNTS

Section 3.1. Creation of Construction Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated "Tooele City, Tooele County, Utah Revenue Construction Fund". There is hereby created and ordered established in the custody of the Trustee a separate account within the Construction Fund for each Project to be designated by the name of the applicable Project and, if applicable, a separate account for each Series of Bonds and for all grant moneys to be received by the Issuer for deposit in the Construction Fund. (Said Construction Fund and applicable accounts thereunder are herein defined as the "Construction Fund".)

Section 3.2. Creation of Revenue Fund. There is hereby created and ordered established with the Issuer a revenue fund in the name of the Issuer to be designated "Tooele City, Tooele County, Utah Revenue Fund" (herein defined as the "Revenue Fund"). For accounting purposes, the Revenue Fund may be redesignated by different account names by the Issuer from time to time.

Section 3.3. Creation of Bond Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated "Tooele City, Tooele County, Utah Sewer Revenue Bond Fund" (herein defined as the "Bond Fund").

Section 3.4. Creation of Sinking Fund Account. There is hereby created and ordered established in the custody of the Trustee as a separate account within the Bond Fund a special trust fund in the name of the Issuer to be designated "Tooele City, Tooele County, Utah Sinking Fund Account" (herein defined as the "Sinking Fund Account").

Section 3.5. Creation of Debt Service Reserve Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated "Tooele City, Tooele County, Utah Revenue Debt Service Reserve Fund" (herein defined as the "Debt Service Reserve Fund"). There is hereby created and ordered established in the custody of the Trustee a separate account within the Debt Service Reserve Fund for each Series of Bonds.

Section 3.6. Creation of Reserve Instrument Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated "Tooele City, Tooele County, Utah Revenue Reserve Instrument Fund" (herein defined as the "Reserve Instrument Fund").

Section 3.7. Creation of Repair and Replacement Fund. There is hereby created and ordered established in the custody of the Trustee a special fund in the name of the

Issuer to be designated "Tooele City, Tooele County, Utah Repair and Replacement Fund" (herein defined as the "Repair and Replacement Fund").

Section 3.8. Creation of Rebate Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated "Tooele City, Tooele County, Utah Rebate Fund" (herein defined as the "Rebate Fund").

ARTICLE IV

APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Unless otherwise specified in the Supplemental Indenture authorizing the issuance of the applicable Series of Bonds, the proceeds, including accrued interest and premium, if any, received from the sale of each Series of Bonds, shall be applied by the Issuer simultaneously with the delivery of such Bonds by the Trustee to the purchaser thereof, as follows:

(a) The accrued interest, if any, shall be deposited in the Bond Fund;

(b) With respect to Additional Bonds, the amount, if any, specified in the Supplemental Indenture authorizing the issuance of such Bonds to be deposited into the Bond Fund;

(c) The amount, if any, required to make the amount in the Debt Service Reserve Fund after such deposit equal to the Debt Service Reserve Requirement, less the Reserve Instrument Coverage of all Reserve Instruments which are then in effect, shall be deposited into the Debt Service Reserve Fund;

(d) The balance of the moneys remaining after making all the deposits and payments provided for in Paragraphs (a) through (c), inclusive, shall be paid into the appropriate account in the Construction Fund.

ARTICLE V

USE OF FUNDS

Section 5.1. Use of Construction Fund.

(a) So long as an Event of Default shall not have occurred and be continuing, moneys deposited in the appropriate account in the Construction Fund shall be paid out by the Trustee in order to pay the Cost of a Project, in each case within three business days (or within such longer period as is reasonably required to liquidate investments in the Construction Fund if required to make such payment) after the receipt by the Trustee of a written requisition in substantially the form as Exhibit "A" attached hereto, stating the following:

(i) that the Trustee shall disburse sums in the manner specified by and at the direction of the Issuer to the person or entity designated in such written requisition, and that the amount set forth therein is justly due and owing and constitutes a Cost of a Project based upon audited, itemized claims substantiated in support thereof;

(ii) that the amount remaining in the applicable account in the Construction Fund after such disbursement is made, together with the amount of unencumbered Net Revenues, if any, which the Issuer reasonably estimates will be deposited in the applicable account in the Construction Fund during the period of construction of a Project from the investment of moneys on deposit in the applicable account in the Construction Fund, will, together with any other moneys lawfully available for payment of the Cost of a Project and after payment of the amount requested in said requisition, be sufficient to pay the Cost of Completion for a Project in accordance with the plans and specifications therefor then in effect; it being understood that no moneys from the applicable account in the Construction Fund may be expended unless, after giving effect thereto, the funds remaining in the applicable account in the Construction Fund, together with such other funds and income and lawfully available monies, are sufficient to pay the Cost of Completion for a Project.

(b) Upon receipt of such requisition, the Trustee shall pay the obligation set forth in such requisition out of moneys in the applicable account in the Construction Fund. In making such payments the Trustee may rely upon such requisition.

(c) The Issuer shall deliver to the Trustee, within 90 days after the completion of a Project, a certificate stating:

(i) that such Project has been fully completed in accordance with the plans and specifications therefor, as amended from time to time, and stating the date of completion for such Project; and

(ii) that the Issuer is of the opinion that such Project has been fully paid for and no claim or claims exist against the Issuer or against such Project out of which a lien based on furnishing labor or material exists or might ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might ripen in the event that the Issuer intends to contest such claim or claims, in which event such claim or claims shall be described to the Trustee.

(d) In the event the certificate filed with the Trustee pursuant to Paragraph (c) above shall state that there is a claim or claims in controversy which create or might ripen into a lien, there shall be filed with the Trustee a similar certificate when and as such claim or claims shall have been fully paid or otherwise discharged.

(e) The Trustee and the Issuer shall keep and maintain adequate records pertaining to each account within the Construction Fund and all disbursements therefrom.

(f) Unless otherwise specified in a Supplemental Indenture, upon completion of a Project and payment of all costs and expenses incident thereto and the filing with the Trustee of documents required by this Section 5.1, any balance remaining in the applicable account in the Construction Fund relating to such Project shall, without further authorization, be deposited in the Bond Fund, to be applied toward the redemption of the Series of Bonds issued to finance such Project or to pay principal and/or interest next falling due with respect to the Bonds.

(g) The Trustee shall, to the extent there are no other available funds held under the Indenture, use the remaining funds in the Construction Fund to pay principal and interest on the Bonds at any time in the event of a payment default hereunder.

Section 5.2. Use of Revenue Fund. All Revenues shall be accounted for and maintained by the Issuer in the Revenue Fund, which fund shall be kept separate and apart from all other accounts of the Issuer and which shall be expended and used by the Issuer only in the manner and order of priority specified below:

(a) As a first charge and lien on the Revenues, the Issuer shall cause to be paid from the Revenue Fund from time to time as the Issuer shall

determine, all Operation and Maintenance Expenses of the System as the same become due and payable, and thereupon such expenses shall be promptly paid.

(b) As a second charge and lien on the Revenues, i.e., from the Net Revenues, the Issuer shall, on or before the first day of each month, transfer and deposit into the Bond Fund, from the Revenue Fund, an amount equal to:

(i) approximately one-sixth of the interest falling due on the Bonds on the next succeeding interest payment date established for the Bonds, provided, however, that in the event that less than six months will transpire prior to the first interest payment date following the issuance of a Series of Bonds, the Issuer shall transfer an amount equal to a fraction the numerator of which is one and the denominator of which is the number of full months to transpire prior to such Interest Payment Date times the amount of interest falling due on the Bonds on the next succeeding interest payment date established for the Bonds (or one-twelfth in the event the Supplemental Indenture provides that interest on the Bonds authorized thereunder is payable annually instead of semiannually); plus

(ii) approximately one-twelfth of the principal and premium and Sinking Fund Installments, if any, falling due on the next succeeding interest payment date established for the Bonds on which principal is due, provided, however, that in the event principal on a Series of Bonds is due on the first Interest Payment Date following the issuance of such Series, the Issuer shall deposit an amount equal to a fraction the numerator of which is one and the denominator of which is the number of full months to transpire prior to such Interest Payment Date times the amount of principal and premium and Sinking Fund Installment, if any, due on such Interest Payment Date; plus

(iii) approximately one-twelfth of the Sinking Fund Installments falling due on the next succeeding Sinking Fund Installment payment date, the sum of which shall be sufficient, when added to the existing balance in the Bond Fund, to pay the principal of, premium, if any, and interest on the Bonds promptly on each such payment date as the same become due and payable.

(In lieu of monthly payments, a Supplemental Indenture may provide for semiannual payments to the Bond Fund, in which case the date of payment to the Trustee of an amount equal to the principal of, premium, if any, and interest falling due on the Bonds on the next succeeding Interest Payment Date shall be not less than fifteen days prior to said Interest Payment Date.)

(c) As a third charge and lien on the Net Revenues, the Issuer shall make the following monthly deposits:

(i) To the extent the Debt Service Reserve Requirement is not funded with a Reserve Instrument or Instruments, to the Debt Service Reserve Fund any amounts required hereby and by any Supplemental Indenture to accumulate therein the Debt Service Reserve Requirement at the times and in the amounts provided herein and in any Supplemental Indenture, or a ratable portion (based on the amount to be transferred pursuant to Subparagraph (ii) of this Paragraph) of remaining Net Revenues if less than the amount necessary. Moneys in the Debt Service Reserve Fund shall be used only to prevent deficiencies in the payment of the principal of or interest on the Bonds resulting from a failure to deposit into the Bond Fund sufficient funds to pay debt service and Sinking Fund Installments on the Bonds. If funds shall have been withdrawn from the Debt Service Reserve Fund to pay debt service or Sinking Fund Installments, the Issuer shall deposit Net Revenues in the Debt Service Reserve Fund sufficient in amount to restore such moneys so withdrawn within one year with twelve (12) substantially equal payments during such one-year period.

(ii) Equally and ratably to the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect and are expected to continue in effect after the end of such month, such amount of the remaining Net Revenues, or a ratable portion (based on the amount to be transferred pursuant to Subparagraph (i) of this Paragraph) of the amount so remaining if less than the amount necessary, that is required to be paid, on or before the next such monthly transfer or deposit of Net Revenues into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other than Reserve Instrument Costs, in order to cause the Reserve Instrument Coverage to equal the Reserve Instrument Limit.

(d) As a fourth charge and lien on the Net Revenues, the Issuer shall deposit in the Repair and Replacement Fund any amount required hereby and by any Supplemental Indenture to accumulate therein the Repair and Replacement Reserve Requirement. In the event that the amount on deposit in the Repair and Replacement Fund shall ever be less than the Repair and Replacement Reserve Requirement for the Bonds then Outstanding (or, after the issuance of Additional Bonds, the amount required to be on deposit therein), from time to time, the Issuer shall deposit to the Repair and Replacement Fund from the Revenue Fund all remaining Net Revenues of the System after payments required by Paragraphs (a), (b) and (c) above have been made, and other legally available moneys, until there is on deposit in the Repair and Replacement Fund an amount equal to the Repair and Replacement Reserve Requirement. Subject to the provisions of the

following Paragraph, this provision is not intended to limit, and shall not limit, the right of the Issuer to deposit additional moneys in the Repair and Replacement Fund from time to time as the Issuer may determine.

(e) Subject to making the foregoing deposits, the Issuer shall use the balance of the Net Revenues accounted for in the Revenue Fund for:

(i) redemption of Bonds for cancellation prior to maturity by depositing the same into the Bond Fund;

(ii) refinancing, refunding, or advance refunding of any Bonds; or

(iii) for any other lawful municipal purpose.

Section 5.3. Use of Bond Fund.

(a) The Trustee shall make deposits, as and when received, as follows:

(i) the amounts provided for by Paragraphs (a) and (b) of Article IV hereof shall be deposited into the Bond Fund;

(ii) all moneys payable by the Issuer as specified in Section 5.2(b) hereof shall be deposited into the Bond Fund in the order named;

(iii) any amount in the Construction Fund which shall be transferred to the Bond Fund to the extent required by Section 5.1(f) hereof upon completion of a Project;

(iv) all moneys transferred to the Bond Fund from the Debt Service Reserve Fund or from a Reserve Instrument or Instruments then in effect as provided in Section 5.5 hereof; and

(v) all other moneys received by the Trustee hereunder when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund, shall be deposited into the Bond Fund.

(b) Except as provided in Section 7.4 hereof and as provided in this Section and except as otherwise provided by Supplemental Indenture, moneys in the Bond Fund shall be expended solely for the following purposes and in the following order of priority:

(i) the payment of principal of and interest on the Bonds as the same become due; and

(ii) the payment of principal and interest accrued, if any, on the Bonds as the same become due upon redemption prior to maturity and such payments and redemption of Bonds in advance of their maturity shall be accounted for separately by the Trustee from the payments made by the Trustee pursuant to Subparagraph (i) of this Paragraph (b).

The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay principal of and interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Trustee and any paying agent for the purpose of paying said principal and interest.

(c) After payment in full of the principal of and interest on all Bonds issued hereunder (or after provision has been made for the payment thereof as provided herein so that such Bonds are no longer Outstanding); all outstanding Reserve Instrument Repayment Obligations in accordance with their respective terms; and the fees, charges and expenses of the Trustee, any paying agent and any other amounts required to be paid hereunder and under any Reserve Instrument Agreement; all amounts remaining in the Bond Fund shall be paid to the Issuer.

Section 5.4. Use of Sinking Fund Account.

(a) The Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Issuer, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant hereto, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account).

(b) On the maturity date of any Term Bonds, the Trustee shall apply the moneys on hand in the Sinking Fund Account for the payment of the principal of such Term Bonds.

Section 5.5. Use of Debt Service Reserve Fund. Except as otherwise provided in this Section and Section 5.2(c) and subject to the immediately following sentence, moneys in the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the Debt Service Reserve Requirement. In calculating the amount on

deposit in the Debt Service Reserve Fund, the amount of the Reserve Instrument Coverage will be treated as an amount on deposit in the Debt Service Reserve Fund. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify that the incremental increase in the Debt Service Reserve Requirement resulting from the issuance of such Series shall either be (i) deposited immediately upon the issuance and delivery of such Series from (a) proceeds from the sale thereof or from any other legally available source, or (b) by a Reserve Instrument or Instruments, or (c) any combination thereof, or (ii) subject to the prior written consent of all Reserve Instrument Providers of all Reserve Instruments then in effect deposited from available Net Revenues over a period not to exceed five years from the date of such issuance and delivery of such Series in not to exceed 60 equal monthly installments, or (iii) deposited from any combination of (i) and (ii) above. Funds on deposit in the Debt Reserve Fund shall be used to make up any deficiencies in the Bond Fund. If at any time the amount on deposit in the Debt Service Reserve Fund is less than the minimum amount to be maintained therein under this Section, the Issuer, under Section 5.2(c) hereof, is required to make payment, within one year from the date such deficiency arises, directly to the Trustee for deposit into the Debt Service Reserve Fund, the amount of any such deficiency.

In the event funds on deposit in the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund as aforementioned, and there is insufficient cash available in the Debt Service Reserve Fund to make up such deficiency and Reserve Instruments are in effect, the Trustee shall immediately make a demand for payment on all Reserve Instruments, to the maximum extent authorized by such Reserve Instruments, in the amount necessary to make up such deficiency, and immediately deposit such payment upon receipt thereof into the Bond Fund. Thereafter, the Issuer shall be obligated to reinstate the Reserve Instrument as provided in Section 5.2(c)(ii) herein.

No Reserve Instrument shall be allowed to expire or terminate unless and until cash has been deposited into the Debt Service Reserve Fund, or a new Reserve Instrument has been issued in place of the expiring or terminating Reserve Instrument, or any combination thereof in an amount or to provide coverage, as the case may be, at least equal to the amount required to be maintained in the Debt Service Reserve Fund.

Funds at any time on deposit in the Debt Service Reserve Fund in excess of the amount required to be maintained therein (taking into account the amount of Reserve Instrument Coverage) may at any time be transferred to the Bond Fund. Moneys held in the Debt Service Reserve Fund shall be invested, at the direction of the Issuer, in Qualified Investments. Qualified Investments in the Debt Service Reserve Fund (which do not include for this purpose the amount of the Reserve Instrument Coverage) shall be evaluated by the Trustee at the beginning of each Bond Year on the basis of cost.

Section 5.6. Use of Reserve Instrument Fund. There shall be paid into the Reserve Instrument Fund the amounts required hereby and by a Supplemental Indenture to be so paid. The amounts in the Reserve Instrument Fund shall, from time to time, be applied by the Trustee on behalf of the Issuer to pay the amounts which are due and

payable to any Reserve Instrument Provider under any applicable Reserve Instrument Agreement.

Section 5.7. Use of Repair and Replacement Fund. All moneys in the Repair and Replacement Fund may be drawn on and used by the Issuer for the purpose of (a) paying the cost of unusual or extraordinary maintenance or repairs of the System; (b) paying the costs of any renewals, renovation, improvements, expansion or replacements to the System; and (c) paying the cost of any replacement of lines, equipment and other related facilities, to the extent the same are not paid as part of the ordinary and normal expense of the operation of the System.

Funds shall be deposited monthly from available Net Revenues in such amounts as may be required from time to time by each Supplemental Indenture until the Repair and Replacement Fund has an amount equivalent to the Repair and Replacement Requirement. Any deficiencies below the Repair and Replacement Requirement shall be made up from Net Revenues of the System available for such purposes. Funds at any time on deposit in the Repair and Replacement Fund in excess of the amount required to be maintained therein may, at any time, be transferred to the Issuer for any lawful purpose.

Section 5.8. Use of Rebate Fund.

(a) The Trustee shall establish and thereafter maintain, so long as the Bonds are Outstanding, a Rebate Fund, which shall be held separate and apart from all other funds and accounts established under this Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of the Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for all series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, less amounts of Rebatable Arbitrage theretofore paid to the United States for all series of Bonds, the Trustee shall, upon the Issuer's request, withdraw from the Rebate Fund and pay to the Issuer an amount not to exceed such excess.

(c) The Issuer shall determine the amount of Rebatable Arbitrage and the corresponding Required Rebate Deposit with respect to each Series of Bonds on each applicable Rebate Calculation Date. The Issuer shall retain records of all such determinations until six years after the retirement of the last Bond of a Series to which such records pertain. The Issuer shall deposit into the Rebate Fund the Required Rebate Deposit, if any, with respect to each Series of Bonds (or instruct the Trustee to transfer to the Rebate Fund moneys representing such Required Rebate Deposit from the Funds and Accounts held under the Indenture

other than the Rebate Fund). The Issuer shall instruct the Trustee to withdraw from the Rebate Fund and pay over to the United States Government with respect to each Series of Bonds: (1) not less frequently than once each five years commencing no later than 60 days after the first Rebate Calculation Date for such Series of Bonds and upon each fifth anniversary of such date, an amount which when added to all previous rebate payments made with respect to such Series of Bonds equals 90% of the sum of the Rebatable Arbitrage pertaining to such Series of Bonds plus the amount, if any, of Rebatable Arbitrage theretofore paid to the United States with respect to such Series of Bonds, and (2) not later than 60 days after the retirement of the last Bond of such Series, 100% of the Rebatable Arbitrage with respect to such Series. The determination of Rebatable Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Issuer from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional.

(d) The Trustee shall, at least 60 days prior to each Rebate Calculation Date, notify the Issuer of the requirements of this Section. By agreeing to give this notice, the Trustee assumes no responsibility whatsoever for compliance by the Issuer with the requirements of Section 148 of the Code or any successor. The Issuer expressly agrees that (notwithstanding any other provision of the Indenture) any failure of the Trustee to give any such notice, for any reason whatsoever, shall not cause the Trustee to be responsible for any failure of the Issuer to comply with the requirements of said Section 148 or any successor thereof.

(e) The Trustee, on behalf of the Issuer, shall keep and retain, until the date six years after the retirement of the last of the Bonds of each series, records with respect to each series of the Bonds and the investment and expenditure of Gross Proceeds thereof to comply with the aforementioned arbitrage rebate requirements, including without limitation a complete list of all investments and reinvestments of Gross Proceeds of each series of the Bonds. For purposes of the computation required by above, the Trustee shall upon request, furnish to the Issuer all information in the Trustee's control which is necessary for such computations.

(f) The Issuer hereby covenants and agrees that it will not enter, and will not cause the Trustee to enter into, any transaction or cause any transaction to be entered into with respect to the investment of Gross Proceeds of the Bonds, or otherwise, which reduces the amount which may be required to be paid to the United States pursuant to the arbitrage rebate requirements specified hereinabove, because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on each series of the Bonds not been relevant to either party.

(g) The provisions of this Section may be amended or deleted, with respect to any or all series of the Bonds, from this Indenture upon receipt by the Issuer and the Trustee of an opinion of nationally recognized bond counsel that such amendment or deletion will not adversely affect the exclusion from gross income of interest on the Bonds.

Section 5.9. Investment of Funds. Any revenue surpluses or moneys in the Bond Fund, the Construction Fund, the Debt Service Reserve Fund or the Repair and Replacement Fund may, at the discretion and authorization of the Issuer, be invested by the Trustee in Qualified Investments. All moneys in the Rebate Fund may, at the discretion and authorization of the Issuer, be invested by the Trustee in Direct Obligations. Such investments shall be held by the Trustee, and when the Trustee determines it necessary to use the moneys in the Funds for the purposes for which the Funds were created, it shall, at the discretion of the Issuer, liquidate at prevailing market prices as much of the investments as may be necessary and apply the proceeds to such purposes. All income derived from the investment of the Construction Fund, the Bond Fund, the Reserve Instrument Fund, the Repair and Replacement Fund and the Rebate Fund shall be maintained in said respective Funds and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Debt Service Reserve Fund shall be disbursed in accordance with Section 5.5 hereof.

In the event the Issuer shall be advised by nationally recognized municipal bond counsel that it is necessary to restrict or limit the yield on the investment of any moneys paid to or held by the Trustee in order to avoid the Bonds, or any Series thereof, being considered "arbitrage bonds" within the meaning of the Code or the Treasury Regulations proposed or promulgated thereunder, or to otherwise preserve the exclusion of interest payable or paid on any Bonds from gross income for federal income tax purposes, the Issuer may require the Trustee to take such steps as it may be advised by such counsel are necessary so to restrict or limit the yield on such investment, irrespective of whether the Trustee shares such opinion, and the Trustee agrees that it will take all such steps as the Issuer may require.

Section 5.10. Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the State or any political subdivision, body, agency, or instrumentality thereof or of the Issuer and shall not be subject to appropriation by any legislative body or otherwise. Such moneys and securities shall be held in trust and applied in accordance with the provisions hereof. Except as provided otherwise in Section 5.8 hereof, unless and until disbursed pursuant to the terms hereof, all such moneys and securities (and the income therefrom) shall be held by the Trustee as security for payment of the principal, premium, if any, and interest on the Bonds and the fees and expenses of the Trustee payable hereunder.

Section 5.11. Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, Qualified Investments shall be valued on the basis of a mark-to-market valuation, exclusive of accrued interest. With respect to all funds and accounts, valuation shall occur annually, except in the event of a withdrawal from the Debt Service Reserve Fund, whereupon securities shall be valued immediately after such withdrawal.

ARTICLE VI

GENERAL COVENANTS

Section 6.1. General Covenants. The Issuer hereby covenants and agrees with each and every Registered Owner of the Bonds issued hereunder and Reserve Instrument Provider as follows:

(a) While any of the principal and interest on the Bonds are outstanding and unpaid, or any Reserve Instrument Repayment Obligations are outstanding, the rates including connection fees, for all services supplied by the System to the Issuer and to its inhabitants and to all customers within or without the boundaries of the Issuer, shall be sufficient to pay the Operation and Maintenance Expenses for the System, and to provide Net Revenues for each Bond Fund Year of not less than 120% of the Aggregate Annual Debt Service Requirement for the forthcoming year, plus an amount sufficient to fund the Debt Service Reserve Fund in the time, rate and manner specified herein, or if a Reserve Instrument shall be in effect with respect to any of the Bonds Outstanding, the Reserve Instrument Repayment Obligations which the Issuer anticipates will be due and payable for the forthcoming year; provided, however, that such rates must be reasonable rates for the type, kind and character of the service rendered. There shall be no free service, and such rates shall be charged against all users of the System, including the Issuer. The Issuer agrees that should its annual financial statement made in accordance with the provisions of Section 6.1(d) disclose that during the period covered by such financial statement the Net Revenues were not at least equal to the above requirement, the Issuer shall request that a Qualified Engineer make recommendations as to the revision of the rates, charges and fees and that the Issuer on the basis of such recommendations will revise the schedule of rates, charges and fees insofar as is practicable and further revise Operation and Maintenance Costs so as to produce the necessary Net Revenues as herein required.

(b) The Issuer will maintain the System in good condition and operate the same in an efficient manner.

(c) Each Registered Owner and Reserve Instrument Provider shall have a right, in addition to all other rights afforded it by the laws of the State, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge or collect reasonable rates for services supplied by the System sufficient to meet all requirements hereof and of any applicable Reserve Instrument Agreement.

(d) So long as any principal and interest payments of the Bonds are Outstanding, or any Reserve Instrument Repayment Obligations are outstanding, proper books of record and account will be kept by the Issuer separate and apart

from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Each Registered Owner and Reserve Instrument Provider, or any duly authorized agent or agents thereof shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Bond Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the System, and that such audit will be available for inspection by each Registered Owner and Reserve Instrument Provider.

All expenses incurred in compiling the information required by this section shall be regarded and paid as an Operation and Maintenance Expense.

Section 6.2. First Lien Bonds; Equality of Liens. The Bonds constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Net Revenues. The Issuer covenants that the Bonds and any parity securities hereafter authorized to be issued and from time to time outstanding are equitably and ratably secured by a first lien on the Net Revenues and shall not be entitled to any priority one over the other in the application of the Net Revenues regardless of the time or times of the issuance of the Bonds and any other such securities, it being the intention of the Issuer that there shall be no priority among the Bonds and any such additional parity first lien securities regardless of the fact that they may be actually issued and delivered at different times.

Any assignment or pledge from the Issuer to a Reserve Instrument Provider of (i) proceeds of the issuance and sale of Bonds, (ii) Net Revenues, or (iii) Funds established hereby, including investments, if any, thereof, is and shall be subordinate to the assignment and pledge effected hereby to the Registered Owners of the Bonds.

Section 6.3. Payment of Principal and Interest. The Issuer covenants that it will punctually pay or cause to be paid the principal of and interest on every Bond issued hereunder, and any Reserve Instrument Repayment Obligations, in strict conformity with the terms of the Bonds, this Indenture and any Reserve Instrument Agreement, according to the true intent and meaning hereof and thereof. The principal of and interest on the Bonds and any Reserve Instrument Repayment Obligations are payable solely from the Net Revenues (except to the extent paid out of moneys attributable to Bond proceeds or other funds created hereunder or the income from the temporary investment thereof), which payments are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds, this Indenture or any Reserve Instrument Agreement should be considered as pledging any other funds or assets of the Issuer for the payment of the Bonds or any Reserve Instrument Repayment Obligations except for the Net Revenues pledged for such purpose hereunder.

Section 6.4. Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained herein, and in any and every Bond and Reserve Instrument Agreement executed, authenticated and delivered hereunder. The Issuer represents that it is duly authorized under the Constitution of the State to issue the Bonds authorized hereby and to execute this Indenture, that all actions on its part for the issuance of the Bonds and the execution and delivery of this Indenture have been duly and effectively taken, and that the Bonds in the hands of the Registered Owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 6.5. List of Bondholders. The Trustee will keep on file at its principal office a list of the names and addresses of the Registered Owners of all Bonds which are from time to time registered on the registration books in the hands of the Trustee as Registrar for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Issuer or by the Registered Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the reasonable satisfaction of the Trustee.

Section 6.6. Designation of Additional Paying Agents. The Issuer hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate paying agents, if any, and for the making available of funds hereunder, but only to the extent such funds are made available to the Issuer from Bond proceeds or other Funds created hereunder or the income from the temporary investment thereof, for the payment of such of the Bonds as shall be presented when due at the principal corporate trust office of the Trustee, or its successor in trust hereunder, or at the principal corporate trust office of said alternate paying agents.

Section 6.7. Tax Exemption of Bonds. The Issuer recognizes that Section 149(a) of the Code requires bonds to be issued and to remain in fully registered form in order that interest thereon not to be includible in gross income for purposes of federal income taxation under laws in force at the time the bonds are delivered. Bonds issued pursuant to this Indenture, the interest on which is not includible in gross income for federal income tax purposes, are referred to in this Section 6.7 as "tax-exempt Bonds". Pursuant to the provisions thereof, the Issuer agrees that it will not take any action to permit tax-exempt Bonds issued hereunder to be issued in, or converted into, bearer or coupon form, unless the Issuer first receives an opinion from nationally recognized bond counsel that such action will not result in the interest on any Bonds becoming includible in gross income for purposes of federal income taxes then in effect.

The Issuer's Mayor and City Recorder are hereby authorized and directed to execute such certificates as shall be necessary to establish that tax-exempt Bonds issued hereunder are not "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, including Treasury Regulation

Sections 1.148 1 through 1.148 11, 1.149 and 1.150 1 through 1.150 2 as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Issuer covenants and certifies to and for the benefit of the Registered Owners of such Bonds that no use will be made of the proceeds of the issue and sale of such Bonds, or any funds or accounts of the Issuer which may be deemed to be available proceeds of such Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of such Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of such Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

The Issuer further covenants and agrees to and for the benefit of the Registered Owners that the Issuer (i) will not take any action that would cause interest on tax-exempt Bonds issued hereunder to become includible in gross income for purposes of federal income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the tax-exempt Bonds to become includible in gross income for purposes of federal income taxation and (iii) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the exclusion from gross income for purposes of federal income taxation of interest on such Bonds.

Section 6.8. Expeditious Construction. The Issuer shall complete the acquisition and construction of each Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

Section 6.9. Management of System. The Issuer, in order to assure the efficient management and operation of the System and to assure each Registered Owner and Reserve Instrument Issuer from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character.

Section 6.10. Payment of Operation and Maintenance Expenses. Notwithstanding any other provisions hereof, nothing herein shall be construed to prevent the Issuer from (i) paying all or any part of the Operation and Maintenance Expenses from any funds available to the Issuer for such purpose, (ii) depositing any funds available to the Issuer for such purpose in any account in the Bond Fund for the payment of the interest on, premium, if any, or the principal of any Bonds issued under provisions hereof or for the redemption of any such Bonds, or (iii) depositing any funds available to the Issuer for such purpose in the Reserve Instrument Fund for the payment of any amounts payable under any applicable Reserve Instrument Agreement.

Section 6.11. Payment of Taxes. The Issuer covenants that all taxes and assessments or other municipal or governmental charges lawfully levied or assessed upon the System or upon any part thereof or upon any income therefrom will be paid when the same shall become due, that no lien or charge upon the System or any part thereof or upon any Revenues thereof, except for the lien and charge thereon created hereunder and securing the Bonds, will be created or permitted to be created ranking equally with or prior to the Bonds (except for the parity lien thereon of Additional Bonds issued from time to time hereunder and under Supplemental Indentures hereto), and that all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the System or any part thereof or upon the Revenues thereof will be paid or discharged, or adequate provision will be made for the payment or discharge of such claims and demands within 60 days after the same shall accrue; provided, however, that nothing in this Section contained shall require any such lien or charge to be paid or discharged or provision made therefor so long as the validity of such lien or charge shall be contested in good faith and by appropriate legal proceedings.

Section 6.12. Insurance. The Issuer, in its operation of the System, will self-insure or carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Bond Fund.

Section 6.13. Instruments of Further Assurance. The Issuer and the Trustee mutually covenant that they will, from time to time, each upon the written request of the other, execute and deliver such further instruments and take or cause to be taken such further actions as may be reasonable and as may be required by the other to carry out the purposes hereof; provided, however, that no such instruments or action shall involve any personal liability of the Trustee or members of the governing body of the Issuer or any official thereof.

Section 6.14. Covenant Not to Sell. The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all principal of and interest on the Bonds, and all Reserve Instrument Repayment Obligations, have been paid in full, except that the Issuer may sell any portion of said property which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Bond Fund.

Section 6.15. Billing Procedure. The Issuer shall submit a monthly billing for services rendered to persons who are liable for the payment of charges for such services,

and shall require that each such bill be paid in full as a unit, and refuse to permit payment of a portion without payment of the remainder. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any bill remains delinquent for more than sixty (60) days, it will initiate proceedings to cause all water service to the user concerned to be cut off immediately.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an "Event of Default":

(a) if payment of any installment of interest on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, or

(b) if payment of the principal of or the redemption premium, if any, on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, either at maturity or by proceedings for redemption in advance of maturity or through failure to fulfill any payment to any fund hereunder or otherwise; or

(c) if the Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) if an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or custodian for any of the Revenues of the Issuer, or approving a petition filed against the Issuer seeking reorganization of the Issuer under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the Issuer shall not be vacated or discharged or stayed on appeal within 30 days after the entry thereof; or

(e) if any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are or may be under any circumstances payable from Revenues; or

(f) if (i) the Issuer is adjudged insolvent by a court of competent jurisdiction, or (ii) an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver, trustee or custodian of the Issuer or of the whole or any part of their property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(g) if the Issuer shall file a petition or answer seeking reorganization, relief or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(h) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Issuer or of the whole or any substantial part of the property of the Issuer, and such custody or control shall not be terminated within 30 days from the date of assumption of such custody or control; or

(i) if the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or herein or any Supplemental Indenture hereof on the part of the Issuer to be performed, other than as set forth above in this Section, and such Default shall continue for 30 days after written notice specifying such Event of Default and requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Registered Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding hereunder.

Section 7.2. Remedies; Rights of Registered Owners. Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding or to enforce any obligations of the Issuer hereunder.

If an Event of Default shall have occurred, and if requested so to do by Registered Owners of 51% in aggregate principal amount of the Bonds then Outstanding and indemnified as provided in Section 8.1 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Registered Owners.

No remedy by the terms hereof conferred upon or reserved to the Trustee (or to the Registered Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Registered Owners hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Registered Owners, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.3. Right of Registered Owners to Direct Proceedings. Anything herein to the contrary notwithstanding, the Registered Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions hereof, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 7.4. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied in the following order:

(a) To the payment of the principal of, premium, if any, and interest then due and payable on the Bonds as follows:

(i) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST--To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND--To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions hereof), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(ii) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(iii) To the payment of all obligations then due and payable to any Reserve Instrument Provider under any applicable Reserve Instrument Agreement.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amounts of such moneys available for such application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such dates shall cease to accrue.

Section 7.5. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) hereunder or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings related thereto and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Registered Owners of the Bonds, and any recovery of judgment shall be for the equal benefit of the Registered Owners of the Outstanding Bonds.

Section 7.6. Rights and Remedies of Registered Owners. Except as provided in the last sentence of this Section, no Registered Owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement hereof or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default has occurred of which the Trustee has been notified as provided in Section 8.1(g), or of which by said Section it is deemed to have notice, nor unless also Registered Owners of 51% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinabove granted, or to institute such action, suit or proceeding in its, his or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the

option of the Trustee to be conditions precedent to the execution of the powers and trust hereof, and to any action or cause of action for the enforcement hereof, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Registered Owner of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien hereof by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Registered Owners of all Bonds then Outstanding. Nothing herein contained shall, however, affect or impair the right of any Registered Owner to enforce the covenants of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder held by such Registered Owner at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.7. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right hereunder by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.8. Waivers of Events of Default. Subject to Section 8.1(g) hereof, the Trustee may in its discretion waive any Event of Default hereunder and its consequences and shall do so upon the written request of the Registered Owners of (a) a majority in aggregate principal amount of all the Bonds then outstanding in respect of which Default in the payment of principal and interest exist, or (b) a majority in aggregate principal amount of the Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (i) any Event of Default in the payment of the principal of any Bonds at the date of maturity specified therein, or (ii) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default shall have occurred on overdue installments of interest and all arrears of payments of principal and premium, if any, when due and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 7.9. Cooperation of Issuer. In the case of any Event of Default hereunder, the Issuer shall cooperate with the Trustee and use its best efforts to protect the Registered Owners.

ARTICLE VIII

THE TRUSTEE

Section 8.1. Acceptance of the Trusts. The Trustee accepts the trusts imposed upon it hereby, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers thereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the property herein conveyed. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions hereof.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder, except as specifically set forth herein. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant hereto upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Registered Owner of any Bond,

shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchanged therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by its Mayor and attested by its City Recorder as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in Paragraph (g) of this Section, or of which by said Paragraph it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the City Recorder of the Issuer under its seal to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated herein shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder, except an Event of Default described in Section 7.1(a) or (b), unless the Trustee shall be specifically notified in writing of such Default by the Issuer or by the Registered Owners of at least 25% in the aggregate principal amount of any Series of the Bonds then Outstanding and all notices or other instruments required hereby to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(h) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect all books, papers and records of the Issuer pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere herein contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the

authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview hereof, any showing, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the trustee.

(k) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any paying agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(l) If any Event of Default hereunder shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it hereby and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

(m) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the bondholders, pursuant to the provisions of this Indenture, unless such bondholders shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which may be incurred therein or thereby.

Section 8.2. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered as Trustee hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and Registrar for the Bonds as hereinabove provided. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred.

Section 8.3. Notice to Registered Owners if Event of Default Occurs. If an Event of Default occurs of which the Trustee is by Section 8.1(g) hereof required to take notice or if notice of Default be given as in said Section provided, then the Trustee shall give written notice thereof by registered or certified mail to all Registered Owners of all Bonds then Outstanding shown on the registration books of the Bonds kept by the Trustee as Registrar for the Bonds.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interest of Registered Owners of the Bonds, the Trustee may intervene on behalf of such Owners and shall do so if requested in writing by the Registered Owners of at least 25% in aggregate principal amount of the Bonds then Outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed of conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving written notice to the Issuer, served personally or by registered mail, and by registered or certified mail to each Reserve Instrument Issuer and Registered Owner of Bonds then Outstanding, and such resignation shall take effect upon the appointment of a successor Trustee by the Registered Owners or by the Issuer as provided in Section 8.8 hereof; provided, however that if no successor Trustee has been appointed within 60 days of the date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it deems proper and prescribes, appoint a successor Trustee.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee and the Issuer, and signed by the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding; provided that such instrument or instruments concurrently appoint a successor Trustee meeting the qualifications set forth herein.

Section 8.8. Appointment of Successor Trustee by Registered Owners; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the Issuer by an instrument executed by its Mayor and attested by

its City Recorder under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Registered Owners in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Registered Owners. Every successor Trustee appointed pursuant to the provisions of this Section or otherwise shall be a trust company or bank in good standing having a reported capital and surplus of not less than $50,000,000.

Each Reserve Instrument Provider shall be notified immediately upon the resignation or termination of the Trustee and provided with a list of candidates for the office of successor Trustee.

Section 8.9. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed and/or recorded by the successor Trustee in each recording office, if any, where the Indenture shall have been filed and/or recorded.

Section 8.10. Trustee Protected in Relying Upon Indenture, Etc. The indentures, opinions, certificates and other instruments provided for herein may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Successor Trustee as Trustee of Funds; Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be trustee of the Construction Fund, Bond Fund, Debt Service Reserve Fund, Reserve Instrument Fund, Rebate Fund and any other Funds provided hereunder and Registrar for the Bonds and Paying Agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, Registrar and Paying Agent for the Bonds.

Section 8.12. Trust Estate May Be Vested in Separate or Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation hereunder, and in particular in case of the enforcement of remedies on Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Trustee or hold title to the trust estate, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended hereby to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate or co-trustee, but only to the extent necessary to enable the separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request of such trustee or co-trustee, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 8.13. Annual Accounting. The Trustee shall prepare an annual accounting for each Bond Fund Year by the end of the month following each such Bond Fund Year showing in reasonable detail all financial transactions relating to the pledged Revenues during the accounting period and the balance in any funds or accounts created hereby as of the beginning and close of such accounting period, and shall mail the same to the Issuer, and to each Reserve Instrument Issuer requesting the same. The Trustee shall also make available for inspection by any Registered Owner a copy of said annual accounting (with the names and addresses of Registered Owners receiving payment of debt service on the Bonds deleted therefrom) and shall mail the same if requested in writing to do so by Registered Owners of at least 25% in aggregate principal amount of Bonds then Outstanding to the designee of said Owners specified in said written request at the address therein designated. On or before the end of the month following each

Bond Fund Year, the Trustee shall, upon written request, provide to the Issuer and the Issuer's independent auditor representations as to the accuracy of the facts contained in the financial reports that were delivered by the Trustee during the Bond Fund Year just ended.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Registered Owners or Reserve Instrument Providers. The Issuer and the Trustee may, without the consent of, or notice to, any of the Registered Owners or Reserve Instrument Providers, enter into an indenture or indentures supplemental hereto, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To provide for the issuance of Additional Bonds in accordance with the provisions of Section 2.13 hereof;

(b) To cure any ambiguity or formal defect or omission herein;

(c) To grant to or confer upon the Trustee for the benefit of the Registered Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Registered Owners or any of them which shall not adversely affect the interests of any Reserve Instrument Providers;

(d) To subject to this Indenture additional Revenues or other revenues, properties, collateral or security; and

(e) To make any other change hereto which, in the judgment of the Trustee, is not materially prejudicial to the interests of the Registered Owners, the Trustee or any Reserve Instrument Provider.

Section 9.2. Supplemental Indentures Requiring Consent of Registered Owners and Reserve Instrument Providers; Waivers and Consents by Registered Owners. Exclusive of Supplemental Indentures covered by Section 9.1 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Registered Owners of 66 2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to (i) consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained herein or in any Supplemental Indenture, or (ii) waive or consent to the taking by the Issuer of any action prohibited, or the omission by the Issuer of the taking of any action required, by any of the provisions hereof or of any indenture supplemental hereto; provided, however, that nothing in this Section contained shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bond, without the consent of the Registered Owner of such Bond, or (b) a reduction in the amount or extension of the time of any payment

required by any Fund established hereunder applicable to any Bonds without the consent of the Registered Owners of all the Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Bonds, the Registered Owners of which are required to consent to any such waiver or Supplemental Indenture, or (d) affect the rights of the Registered Owners of less than all Bonds then outstanding, without the consent of the Registered Owners of all the Bonds at the time Outstanding which would be affected by the action to be taken. In addition, no supplement hereto shall modify the rights, duties or immunities of the Trustee, without the written consent of the Trustee. If a Reserve Instrument is in effect with respect to any Series of Bonds Outstanding and if a proposed modification or amendment would affect such Series of Bonds, then, except as provided in the immediately preceding paragraph, neither this Indenture nor any Supplemental Indenture with respect to such Series of Bonds shall be modified or amended at any time without the prior written consent of the related Reserve Instrument Provider.

ARTICLE X

DISCHARGE OF INDENTURE

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to or for the Registered Owners of the Bonds, the principal of and interest due or to become due thereon at the times and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of moneys due or to become due according to the provisions hereof, and to all Reserve Instrument Providers all sums of money due or to become due accordingly to the provisions of any Reserve Instrument Agreements, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the Trustee shall cancel and discharge the lien hereof, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee, held by the Trustee, or otherwise subject to the lien hereof, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds or the payment of amounts pursuant to any Reserve Instrument Agreements.

Any Bond shall be deemed to be paid within the meaning of this Article when payment of the principal of such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein, or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment, or (ii) Government Obligations, maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and any paying agent pertaining to the Bond with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits hereof, except for the purposes of any such payment from such moneys or Government Obligations.

Notwithstanding the foregoing, in the case of Bonds, which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted hereby);

(b) to instruct the Trustee to call for redemption pursuant hereto any Bonds to be redeemed prior to maturity pursuant to Subparagraph (i) above; and

(c) to instruct the Trustee to mail, as soon as practicable, in the manner prescribed by Article II hereof, a notice to the Registered Owners of such Bonds that the deposit required by this Section has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specified in Subparagraph (i) above.

Any moneys so deposited with the Trustee as provided in this Article may at the direction of the Issuer also be invested and reinvested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund; provided, however, that before any excess moneys shall be deposited in the Bond Fund, the Trustee shall first obtain a written verification from a certified public accountant that the moneys remaining on deposit with the Trustee and invested in Government Obligations after such transfer to the Bond Fund shall be sufficient in amount to pay principal and interest on the Bonds when due and payable.

No such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause the Bonds to be treated as arbitrage bonds within the meaning of Sections 148 of the Code.

Notwithstanding any provision of any other Article hereof which may be contrary to the provisions of this Article, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or Government Obligations have been so set aside in trust.

Anything in Article VIII hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Registered Owner of each Bond affected thereby.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Consents, Etc., of Registered Owners. Any consent, request, direction, approval, objection or other instrument required hereby to be executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes hereof, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely, the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

Section 11.2. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto, the Registered Owners of the Bonds and the Reserve Instrument Providers, any legal or equitable right, remedy or claim under or in respect hereto or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Registered Owners of the Bonds and the Reserve Instrument Providers as herein provided.

Section 11.3. Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections herein contained, shall not affect the remaining portions hereof, or any part thereof.

Section 11.4. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Issuer if the same shall be duly mailed by registered or certified mail addressed to it at 90 North Main, Tooele, Utah 84074, Attention: Mayor, or to such address as the Issuer may from time to time file with the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the

same shall be duly mailed by registered or certified mail addressed to it at Zions First National Bank, One South Main Street, Salt Lake City, Utah 84111, Attention: Corporate Trust Services, or to such other address as the Trustee may from time to time file with the Issuer.

Section 11.5. Trustee as Paying Agent and Registrar. Trustee is hereby designated and agrees to act as principal Paying Agent and Bond Registrar for and in respect to the Bonds.

Section 11.6. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State.

Section 11.8. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement herein contained against any past, present or future officer, or other public official, employee, or agent of the Issuer.

Section 11.9. Holidays. If any date for the payment of principal of or interest on the Bonds is a day on which banking institutions in Salt Lake City, Utah are permitted to remain closed throughout (a "Holiday"), then such payment shall be due on the first day thereafter which is not a Holiday and no interest shall accrue for the period between such Holiday and such first day thereafter.

Section 11.10. Effective Date. This Indenture shall become effective immediately.

Section 11.11. Compliance with Municipal Bond Act and Refunding Bond Act. It is hereby declared by the Issuer's City Council that it is the intention of the Issuer by the execution of this Indenture to comply in all respects with the provisions of the Utah Municipal Bond Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

IN WITNESS WHERE, the parties hereto have caused this Indenture to be dated as of the 1st day of December, 1997.

TOOELE CITY, TOOELE COUNTY, UTAH, as Issuer

Mayor

ATTEST:

City Recorder

(SEAL)

ZIONS FIRST NATIONAL BANK, as Trustee

By: _____

Title: _____

ATTEST:

Title _____

(SEAL)

EXHIBIT "A"

FORM OF REQUISITION

Zions First National Bank
Corporate Trust Department
P.O. Box 30880
Salt Lake City, UT 84130

You are hereby authorized to disburse from the Series 1997A Subaccount of the Construction Fund, Account #_____, and/or the Series 1997B Subaccount of the Construction Fund, Account #_____, as follows:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

_____

_____

TOTAL AMOUNT OWING: $_____ LESS RETAINED AMOUNT: $_____ = DISBURSEMENT AMOUNT: $_____

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED: _____

_____

_____

It is hereby certified that each obligation, item of cost or expense mentioned herein is justly due and owing and constitutes a Cost of the Project based upon audited, itemized claims substantiated in support thereof and has not been the basis for a previous withdrawal.

It is further certified that the amount remaining in the applicable account in the Construction Fund after this disbursement is made, together with the amount of unencumbered Net Revenues, if any, which the Issuer reasonably estimates will be deposited in the applicable account in the Construction Fund during the period of construction of the Project from the investment of moneys on deposit in the applicable account in the Construction Fund, will, together with any other moneys lawfully available for payment of the Cost of the Project, including moneys on deposit in other accounts within the Construction Fund, and after payment of the amount requested herein, be sufficient to pay the Cost of Completion for the Project in accordance with the plans and specifications therefor then in effect.

The Trustee is hereby authorized to segregate the Retained Amount referenced above, if any, into a special interest-bearing retainage account within the Construction Fund (the "Separate Account"), the interest on which shall accrue for the benefit of the private contractor or subcontractor named above. The Retained Amount and all accrued interest thereon shall be disbursed by the Trustee to the private contractor or subcontractor upon receiving a written authorization signed on behalf of the Issuer. Subsequent retainages from disbursements to or for the benefit of that private contractor or subcontractor may be added to that Separate Account, it being the intention hereof that a single Separate Account shall be created for each private contractor or subcontractor as to which any retainage occurs. Unless the Trustee receives written instructions from Tooele City that the fees of the Trustee relating to the Separate Account are to be paid by the establishment, investment and disbursement of the Separate Account shall be borne by the private contractor or subcontractor and may be withheld by the Trustee from the Separate Account prior to the disbursement thereof; provided, however, that if such fees are borne by the Separate Account, and if the interest earned on the Separate Account is less than the amount of such fees, then the fees withheld from such Separate Account shall not exceed the interest earned and the balance of such fees shall be paid by Tooele City.

DATED: _____, 19____ _____

Its: _____

APPROVED:
STATE OF UTAH WATER QUALITY BOARD

By: _____

Title: _____

EXHIBIT B

[FORM OF SUPPLEMENTAL INDENTURE]

[_____ SUPPLEMENTAL] TRUST INDENTURE

Between

Tooele City, Utah

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

Dated as of [Document Date], 2026

$[PRINCIPAL]
TOOELE CITY, UTAH
SEWER REVENUE BONDS
SERIES 2026

TABLE OF CONTENTS

PAGE

ARTICLE I DEFINITIONS 2

Section 101. Definitions 2
Section 102. Authority for Fifth Supplemental Indenture 4

ARTICLE II ISSUANCE OF THE SERIES 2026 BONDS 4

Section 201. Principal Amount, Designation and Series 4
Section 202. Date, Maturities and Interest 4
Section 203. Optional Redemption 5
Section 204. Execution of Bonds 5
Section 205. Delivery of Bonds 5
Section 206. Designation of Registrar 5
Section 207. Designation of Paying Agent 5
Section 208. Limited Obligation 5
Section 209. Perfection of Security Interest 5
Section 210. Initial Registration of Series 2026 Bonds 6
Section 211. Book-Entry System 6

ARTICLE III APPLICATION OF SERIES 2026 BOND PROCEEDS AND OTHER MONEYS; ESTABLISHMENT AND OPERATION OF ACCOUNTS 8

Section 302. Application of Proceeds of the Series 2026 Bonds 8
Section 303. Creation of Series 2026 Project Account 8
Section 303. No Debt Service Reserve Requirement for the Series 2026 Bonds 8
Section 304. Payment of Costs of Issuance 8
Section 305. No Repair and Replacement Fund 8
Section 306. Delivery to Underwriter 8

ARTICLE IV CONFIRMATION OF GENERAL INDENTURE 8

ARTICLE V BOND INSURANCE PROVISIONS 9

Section 501. Insurance Policy ..... **Error! Bookmark not defined.**
Section 502. Provisions Relating to the Insurance Policy ..... **Error! Bookmark not defined.**

ARTICLE VI MISCELLANEOUS 9

Section 601. Arbitrage Covenant; Covenant to Maintain Tax-Exemption 9
Section 602. System of Registration 11
Section 603. Article and Section Headings 11

Section 604. Partial Invalidity....11
Section 605. Counterparts....11
Section 606. Effective Date....11

THIS [_____ SUPPLEMENTAL] TRUST INDENTURE (the *"[_____ Supplemental] Indenture"*), dated as of [Document Date], 2026, between Tooele City, Utah (the *"Issuer"*), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah and U.S. Bank Trust Company, National Association (the *"Trustee"*), a national bank duly organized and existing under the laws of the United States, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah:

W I T N E S S E T H

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of December 1, 1997 (the *"General Indenture"*) with the Trustee; and

WHEREAS, the Issuer desires to issue a series of bonds to finance a portion of the costs of the Series 2026 Project (defined below); and

WHEREAS, in order to (i) finance a portion of the costs of the Series 2026 Project and (ii) finance the costs of issuance of the hereinafter defined Series 2026 Bonds herein authorized, the Issuer has determined to issue its Sewer Revenue Bonds, Series 2026 in the aggregate principal amount of $[Principal] (the "Series 2026 Bonds"); and

WHEREAS, the Series 2026 Bonds will be authorized, issued and secured under the General Indenture, as amended and supplemented by this [_____ Supplemental] Indenture (the *"[_____ Supplemental] Indenture,"* and collectively with the General Indenture, and any amendments thereto or hereto, the *"Indenture"*); and

WHEREAS, the execution and delivery of the Series 2026 Bonds and of this [_____ Supplemental] Indenture have in all respects been duly authorized and all things necessary to make the Series 2026 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this [_____ Supplemental] Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS [_____ SUPPLEMENTAL] INDENTURE WITNESSETH that to secure the Series 2026 Bonds and all Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, of all Security Instrument Issuers and of all Reserve Instrument Providers and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Security Instrument by the Security Instrument Issuer, the Reserve Instrument by the Reserve Instrument Provider, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this [_____ Supplemental] Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto Wells Fargo B, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the

Net Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and all Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond or of any Security Instrument Repayment Obligation over any of the others, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

DEFINITIONS

Section 101. Definitions. (a) Except as provided in *subparagraph* (b) of this Section, all defined terms contained in the General Indenture when used in this [_____ Supplemental] Indenture shall have the same meanings as set forth in the General Indenture.

(b) As used in this [_____ Supplemental] Indenture, unless the context shall otherwise require, the following terms shall have the following meanings:

"Cede" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2026 Bonds pursuant to Section 211 hereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Undertaking" means the Continuing Disclosure Undertaking of the Issuer entered into to satisfy the Issuer's obligations pursuant to Rule 15c2-12(b)(5) adopted by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Debt Service Reserve Requirement" means $0 with respect to the Series 2026 Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"General Indenture" means the General Indenture of Trust, dated as of December 1, 1997, as heretofore amended and supplemented, between the Issuer and the Trustee, providing for the issuance of Sewer revenue bonds.

"Indenture" means the General Indenture, as amended and supplemented, and as further supplemented by this [_____ Supplemental] Indenture and as from time to time hereafter amended and supplemented by Supplemental Indentures.

"Insurance Policy" means the municipal bond insurance policy issued by the Insurer guaranteeing the scheduled payment of the principal of and interest on the Series 2026 Bonds when due. For purposes of the Indenture, the Insurance Policy shall constitute a Security Instrument under the Indenture.

"Insurer" of *"BAM"* means with respect to the Series 2026 Bonds, Build America Mutual Assurance Company, a New York mutual insurance company, or any successor thereto or assignee thereof. For purposes of the Indenture, the Insurer shall constitute a Security Instrument Issuer.

"Interest Payment Date" means each June 1 and December 1, commencing June 1, 2024.

"Issue Date" means the date of issuance and delivery of the Series 2026 Bonds.

"Participant" means those broker-dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository.

"Purchase Contract" means the Bond Purchase Contract, dated _____, 2026, between the Issuer and the Underwriter, pursuant to which the Series 2026 Bonds are to be sold by the Issuer.

"Regulations" means the Treasury Regulations issued or proposed under Sections 103, 148 or 149 of the Code (26 CFR Part 2) or other Sections of the Code relating to *"arbitrage bonds"* or rebate, including without limitation Sections 1.103-13, 1.103-14, 1.103-15 and 1.103-15AT, and includes amendments thereto or successor provisions.

"Series 2026 Bonds" means the Sewer Revenue Bonds, Series 2026, herein authorized.

"Series 2026 Debt Service Reserve Account" means the account established within the Debt Service Reserve Fund under the General Indenture held in trust by the Trustee.

"Series 2026 Project" means _____.

"Series 2026 Project Account" means the Project Account in the Construction Fund established in Section 304.

"[_____ Supplemental] Indenture" means this [_____ Supplemental] Trust Indenture, dated as of [Document Date], 2026, between the Issuer and the Trustee.

"Underwriter" means _____, as the underwriter of the Series 2026 Bonds pursuant to the Purchase Contract, and its successors and permitted assigns.

The terms *"hereby," "hereof," "hereto," "herein," "hereunder,"* and any similar terms as used in this [_____ Supplemental] Indenture, refer to this [_____ Supplemental] Indenture.

Section 102. Authority for [_____ Supplemental] Indenture. This [_____ Supplemental] Indenture is adopted pursuant to the provisions of the Act and the Indenture.

ARTICLE II

ISSUANCE OF THE SERIES 2026 BONDS

Section 201. Principal Amount, Designation and Series. The Series 2026 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to finance (i) a portion of the costs of the Series 2026 Project and (ii) the costs of issuance of the Series 2026 Bonds. The Series 2026 Bonds shall be limited to $[Principal] in aggregate principal amount, shall be issued in fully registered form, shall be in the denomination of $5,000 and any integral multiple thereof, shall be in substantially the form and contain substantially the terms contained in *Exhibit A* attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2026 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Sewer Revenue Bonds, Series 2026."

Section 202. Date, Maturities and Interest. The Series 2026 Bonds shall be dated as of the Original Issue Date and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Original Issue Date or unless, as shown by the records of the Trustee or Bondholder, interest on the Series 2026 Bonds shall be in default, in which event such Bonds shall bear interest at the Default Rate from the date to which interest has been paid in full and shall mature on June 1 in the year and in the amounts set forth below:

DUE (_____ 1)	PRINCIPAL AMOUNT	INTEREST RATE
	$	%

Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Section 203. Optional Redemption. The Series 2026 Bonds are subject to redemption prior to maturity on any date in whole or in part, at the option of the Issuer on any date on or after _____, from such maturities or parts thereof as may be selected by the Issuer, at a redemption price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest, if any, thereon to the date of redemption.

Section 204. Execution of Bonds. (a) The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2026 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2026 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2026 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2026 Bonds.

Section 205. Delivery of Bonds. It is hereby determined that the Series 2026 Bonds shall be authenticated and delivered to the Purchaser thereof on such date upon which the Issuer and the Purchaser shall mutually agree, upon payment of the purchase price thereof.

Section 206. Designation of Registrar. The Trustee is hereby designated as Registrar for the Series 2026 Bonds, acceptance of which appointment shall be evidenced by execution of this [_____ Supplemental] Indenture by the Registrar.

Section 207. Designation of Paying Agent. The Trustee is hereby designated as Paying Agent for the Series 2026 Bonds, acceptance of which appointment shall be evidenced by execution of this [_____ Supplemental] Indenture from the Paying Agent.

Section 208. Limited Obligation. (a) The Series 2026 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series 2026 Bond proceeds or other funds created hereunder or under the Indenture (except the Rebate Fund) or the income from the temporary investment thereof).

Section 209. Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Net Revenues and Other Available Funds pledged under the Indenture in favor of the Trustee as security for payment of the Series 2026 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Net Revenues.

Section 210. Initial Registration of Series 2026 Bonds. Upon initial issuance, the ownership of each such Series 2026 Bond shall be registered in the registration books of the Issuer kept by the Trustee in the name of Cede & Co.

Section 211. Book-Entry System.

(a) Except as provided in paragraphs (b) and (c) of this Section 208 the Registered Owner of all Series 2026 Bonds shall be and the Series 2026 Bonds shall be registered in the name of Cede & Co. (*"Cede"*), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(ii) of this Section, *"DTC"*). Payment of the interest on any Series 2026 Bond shall be made in accordance with the provisions of this Supplemental Indenture to the account of Cede on the interest payment dates for the Series 2026 Bonds at the address indicated for Cede in the registration books of the Registrar.

(b) The Series 2026 Bonds shall be initially issued in the form of a separate single, fully registered Bond in the amount of each separate stated maturity of the Series 2026 Bonds. Upon initial issuance, the ownership of each such Series 2026 Bond shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2026 Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2026 Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2026 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2026 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2026 Bonds. The Issuer, the Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2026 Bond for all purposes whatsoever, including (but not limited to) (A) payment of the principal or redemption price of, and interest on, each Series 2026 Bond, (B) giving notices of redemption and other matters with respect to such Series 2026 Bonds and (C) registering transfers with respect to such Bonds. So long as the Series 2026 Bonds are registered in the name of Cede & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2026 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the

Issuer's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 208, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Supplemental Indenture, the word "Cede" in this Supplemental Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 208, and notwithstanding any other provisions of this Supplemental Indenture, the Series 2026 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2026 Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2026 Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2026 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2026 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2026 Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2026 Bonds to the effect that: (A) DTC is unable to discharge its responsibilities with respect to the Series 2026 Bonds; or (B) a continuation of the requirement that all of the outstanding Series 2026 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2026 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2026 Bonds pursuant to subsection (c)(ii)(B) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2026 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(A) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2026 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2026 Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2026 Bonds.

(iv) Notwithstanding any other provision of this Supplemental Indenture to the contrary, so long as any Series 2026 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2026 Bond and all notices with respect to such Series 2026 Bond shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Owners of Series 2026 Bonds registered in the name of Cede pursuant to this Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Owners, the Issuer shall establish a record date for such consent or other action by such Owners and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

ARTICLE III

APPLICATION OF SERIES 2026 BOND PROCEEDS AND OTHER MONEYS; ESTABLISHMENT AND OPERATION OF ACCOUNTS

Section 301. Application of Proceeds of the Series 2026 Bonds. The Issuer shall deposit all the Series 2026 Bond proceeds in the Series 2026 Project Account.

Section 302. Creation of Series 2026 Project Account. There is hereby established with the Trustee a Series 2026 Project Account in the Acquisition/Construction Fund.

Section 303. No Debt Service Reserve Requirement for the Series 2026 Bonds. There is no debt service reserve requirement for the Series 2026 Bonds.

Section 304. Payment of Costs of Issuance. Costs of issuance shall be paid by the Trustee from the Series 2026 Project Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request in substantially the form of *Exhibit B* attached hereto.

Section 305. No Repair and Replacement Fund. For purposes of the Series 2026 Bonds, there is no Repair and Replacement Reserve Requirement.

Section 306. Delivery to Underwriter. It is hereby determined that the Series 2026 Bonds shall be authenticated and delivered to the account of the Underwriter upon compliance with the Indenture.

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this [_____ Supplemental] Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, and this [_____ Supplemental] Indenture shall be read, taken and construed as one and the

same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this [_____ Supplemental] Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE V

BOND INSURANCE PROVISIONS

ARTICLE VI

MISCELLANEOUS

Section 601. Arbitrage Covenant; Covenant to Maintain Tax-Exemption. (a) The Chair and the Clerk, and other appropriate officials of the Issuer, are authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Series 2026 Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, (ii) the Series 2026 Bonds are not and will not become "private activity bonds" within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Issuer contained in this Section will be complied with and (v) interest on the Series 2026 Bonds is not and will not become includible in gross income of the Owners thereof for federal income tax purposes under the Code and applicable regulations promulgated or proposed thereunder.

(b) The Issuer covenants and certifies to and for the benefit of the Owners from time to time of the Series 2026 Bonds that:

(i) the Issuer will at all times comply with the provisions of any Tax Certificates;

(ii) the Issuer will at all times comply with the rebate requirements contained in Section 148(f) of the Code, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated;

(iii) no use will be made of the proceeds of the issue and sale of the Series 2026 Bonds, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Series 2026 Bonds, pursuant to Section 148 of the Code and applicable regulations, which use, if it had been reasonably expected on the date of issuance of the Series 2026 Bonds, would have caused the Series 2026 Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code;

(iv) the Issuer will not provide any service or use or permit the use of any of its facilities or properties in such manner that would cause the Series 2026 Bonds to be "private activity bonds" described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the Issuer have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Series 2026 Bonds and ending 15 days following the delivery of the Series 2026 Bonds, other than the Series 2026 Bonds; and

(vi) the Issuer will not take any action that would cause interest on the Series 2026 Bonds to be or to become ineligible for the exclusion from gross income of the Owners of the Series 2026 Bonds as provided in Section 103 of the Code, nor will the Issuer omit to take or cause to be taken, in timely manner, any action, which omission would cause interest on the Series 2026 Bonds to be or to become ineligible for the exclusion from gross income of the Owners of the Series 2026 Bonds as provided in Section 103 of the Code.

(c) The Issuer recognizes that Section 265(b)(3) of the Code provides that a "qualified tax-exempt obligation" (as therein defined) may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The Issuer hereby designates each of the Series 2026 Bonds that is outstanding from time to time as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the Issuer certifies, represents, covenants, warrants and agrees that (a) none of the Series 2026 Bonds will be at any time a "private activity bond" (as defined in Section 141 of the Code), (b) as of the date of original issuance of the Series 2026 Bonds, other than the Series 2026 Bonds in calendar year 2026 no tax-exempt bonds of any fund will have been issued (i) by or on behalf of the Issuer or subordinate entities, (ii) by other issuers, any of the proceeds of which have been or will be used to make any loans to the Issuer or subordinate entities or (iii) any portion of which are allocated to the Issuer or subordinate entities for purposes of Section 265(b) of the Code, (c) the reasonably anticipated amount of tax-exempt bonds (other than "private activity bonds" that are not "qualified 501(c)(3) bonds," as such terms are defined in Section 141 of the Code) that will be issued in calendar year 2026 (i) by or on behalf of the Issuer or subordinate entities, (ii) by other issuers, any of the proceeds of which have been or will be used to make any loans to the Issuer or subordinate entities or (iii) any portion of which are allocated to the Issuer or subordinate entities for purposes of Section 265(b) of the Code (including the Series 2026 Bonds) does not exceed $10,000,000 and (d) not more than $10,000,000 of obligations (including the Series 2026 Bonds) issued (i) by or on behalf of the Issuer, (ii) by other issuers any of the proceeds of which have been or will be used to make any loans to the Issuer or subordinate entities or (iii) any portion of which has been allocated to the Issuer subordinate entities for purposes of Section 265(b) of the Code during calendar year 2026 will be designated by the Issuer for purposes of Section 265(b)(3) of the Code. As used in this paragraph, *"tax-exempt bonds"* means obligations of any kind the interest on which is not includible in the gross income of the owners thereof for purposes of federal income taxation. Terms used in this paragraph that are not otherwise defined herein shall have the same meanings herein as in the provisions of the Code that relate to tax-exempt bonds.

Pursuant to these covenants, the Issuer obligates itself to comply throughout the term of the issue of the Series 2026 Bonds with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder.

Section 602. System of Registration. The Indenture shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Chapter 7 of Title 15, Utah Code Annotated 1953, as amended.

Section 603. Article and Section Headings. The headings or titles of the several articles and sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this [_____ Supplemental] Indenture.

Section 604. Partial Invalidity. In any one or more of the covenants or agreements, or portions thereof, provided in this [_____ Supplemental] Indenture to be performed shall be contrary to law (other than the provisions of the Indenture limiting the liability of the Issuer to make payments on the Series 2026 Bonds solely from Revenues and other amounts pledged therefor by the Indenture), then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this [_____ Supplemental] Indenture or of the Series 2026 Bonds; but the Holders of the Series 2026 Bonds and any other Security Instrument Issuer and any Reserve Instrument Issuer shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

Section 605. Counterparts. This [_____ Supplemental] Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

Section 606. Effective Date. This [_____ Supplemental] Indenture shall take effect immediately.

(*Signature page follows.*)

IN WITNESS WHEREOF, the Issuer has caused this [_____ Supplemental] Indenture to be executed by the Chair and countersigned by the Clerk, and to evidence its acceptance of the trusts hereby created, U.S. Bank Trust Company, National Association has caused this [_____ Supplemental] Indenture to be executed by one of its Vice Presidents, all as of the date hereof.

TOOELE CITY, UTAH

By_____
Mayor

ATTEST:

By _____
City Recorder

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

By_____
Vice President

EXHIBIT A

FORM OF BOND

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

U.S. Bank Trust Company, National Association
170 South Main Street, 2nd Floor Salt
Lake City, Utah 841111

Pursuant to Section 304 of the [_____ Supplemental] Indenture of Trust dated as of [Document Date], 2026, you are hereby authorized to pay to the following costs of issuance from the Series 2026 Project Account:

[See Attached Schedule]

TOOELE CITY, UTAH

By_____
Mayor

PAYMENT SCHEDULE

PERSON OR FIRM	AMOUNT	PURPOSE
	$_____	Bond and Disclosure Counsel
	$_____	Trustee
	$_____	Financial Advisor
	$_____	Rating Agency
	$_____	Underwriter Counsel

EXHIBIT C

[FORM OF PURCHASE CONTRACT]

BOND PURCHASE CONTRACT

$[Principal]
Tooele City, Utah
Sewer Revenue Bonds, Series 2026

[BPA Date], 2026

Tooele City, Utah
Tooele, Utah

The undersigned, [Underwriter], as the underwriter of the hereinafter defined Series 2026 Bonds (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for you, offer to enter into this Bond Purchase Contract (the "Purchase Contract") with Tooele City, Utah (the "Issuer") which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah Time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

ARTICLE I

SALE, PURCHASE AND DELIVERY

Section 1.1. (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer's $[Principal] aggregate principal amount of Sewer Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), at a purchase price of $_____ (representing the principal amount of the Series 2026 Bonds, plus a reoffering premium of $_____ and less an Underwriter's discount of $_____) plus accrued interest, if any, from their dated date to the Closing Date (as hereinafter defined). The Series 2026 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Exhibit A hereto.

(b) The Series 2026 Bonds shall be as described in the Official Statement dated [BPA Date], 2026, of the Issuer relating to the Series 2026 Bonds (together with all appendices thereto, the "Official Statement"), shall be issued and secured under and pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), and other applicable provisions of law; (ii) a General Indenture of Trust dated as of December 1, 1997, as previously supplemented (the "Master Indenture"), and as further supplemented by a Supplemental Indenture of Trust dated as of [Document Date], 2026 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") each by and between the Issuer and U.S. Bank National

Association, as trustee (the "Trustee"); and all as authorized pursuant to a resolution adopted by the City Council of the Issuer on August 26, 2026 (the "Resolution"). The Series 2026 Bonds are special limited obligations of the City and are payable solely from, and are secured solely by, the Net Revenues and certain other moneys in funds and accounts held by the Trustee under the Indenture. The Series 2026 Bonds are being issued pursuant to the Resolution, the Indenture, and the Act.

(c) The Series 2026 Bonds are being issued for the purpose of (i) financing the construction of _____-; and (ii) paying costs of issuance with respect to the Series 2026 Bonds.

(d) The Indenture, the Series 2026 Bonds, the Resolution, and the Continuing Disclosure Undertaking (defined below), and this Purchase Contract are sometimes referred to collectively herein as the "Transaction Documents."

(e) The Underwriter agrees to make an initial public offering of the Series 2026 Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the Series 2026 Bonds and offer and sell the Series 2026 Bonds to certain dealers (including dealers depositing the Series 2026 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (i) to over-allot or effect transactions that stabilize, maintain or otherwise affect the market prices of the Series 2026 Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2026 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2026 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2026 Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2026 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2026 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2026 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2026 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the

Underwriter has sold all Series 2026 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2026 Bonds of that maturity; provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2026 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2026 Bonds.

(c) The Underwriter confirms that it has offered the Series 2026 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2026 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2026 Bonds, the Underwriter will neither offer nor sell unsold Series 2026 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the

Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2026 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2026 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2026 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2026 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026 Bonds to the public),

(iii) a purchaser of any of the Series 2026 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

Section 1.3. (a) By acceptance and approval of this Purchase Contract, the Issuer hereby authorizes the use of copies of the Official Statement. The Issuer hereby agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board. The Issuer has heretofore "deemed final" the Preliminary Official Statement dated September 29, 2026, and relating to the Series 2026 Bonds (the "Preliminary Official Statement") for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer acknowledges and ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2026 Bonds.

(b) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the Issuer will undertake, pursuant to a Continuing Disclosure

Undertaking (the "Continuing Disclosure Undertaking"), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure Undertaking is set forth as Appendix E to the Preliminary Official Statement and will also be set forth as Appendix E to the Official Statement.

Section 1.4. At approximately 9:00 a.m., Utah time, on [Closing Date], 2026, or on such later date as shall be agreed upon in writing by the Issuer and the Underwriter (the "Closing Date"), the Issuer will cause the Series 2026 Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Bond Counsel, or such other location as may be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Series 2026 Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the "Closing"). The Series 2026 Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2026 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), and shall be made available to DTC or its agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

ARTICLE II

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1. The Issuer is a political subdivision and body politic duly organized and existing under the laws of the State of Utah with full power and authority to consummate the transactions contemplated by the Transaction Documents, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

Section 2.2. The City Council of the Issuer has duly adopted the Resolution, has duly authorized and approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolution nor any of the Transaction Documents will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriter.

Section 2.3. The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2026 Bonds for

the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4. The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2026 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement, and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds.

Section 2.5. Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer or others (a) affecting the existence of the Issuer or the titles of its officers to their respective offices; (b) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2026 Bonds or the revenues or assets of the Issuer mortgaged, appropriated, encumbered or pledged pursuant to the Indenture; (c) in any way contesting or affecting the validity or enforceability of the Series 2026 Bonds or any of the Transaction Documents or the transactions contemplated thereby; (d) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (e) contesting the powers of the Issuer or any authority for the issuance of the Series 2026 Bonds or the execution and delivery of any of the Transaction Documents.

Section 2.6. When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, the Series 2026 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture.

Section 2.7. The Issuer is not in breach of or in default under any material existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of the Series 2026 Bonds, the Transaction Documents, and this Purchase Contract, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Net Revenues, or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Contract or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds.

Section 2.9. The information contained in the Preliminary Official Statement (except as changed by the Official Statement) was, as of its date and as of the date hereof, and the information in the Official Statement will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2026 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions "THE SERIES 2026 BONDS—Book-Entry Only System," "UNDERWRITING," and "APPENDIX F."

Section 2.10. The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2026 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.11. The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2026 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2026 Bonds.

Section 2.12. The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2026 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2026 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.13. If between the date of this Purchase Contract and 25 days following the "end of the underwriting period" (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter) any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Contract by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2026 Bonds.

Section 2.14. When executed by the respective parties thereto, this Purchase Contract and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.15. The Issuer has complied, and, will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Contract and any and all other agreements relating thereto.

Section 2.16. Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.17. Except as described in the Official Statement, the Issuer has not otherwise pledged or assigned the Net Revenues other than to secure and pay the Series 2026 Bonds and the Series 2026 Bonds enjoy a first lien and pledge on the Net Revenues.

Section 2.18. To the best of its knowledge, the Issuer has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the Issuer ever failed to appropriate sufficient amounts to timely pay any of its lease obligations;

Section 2.19. The Issuer's audited financial statements as of, and for the year ended June 30, 2024, a copy of which is included in the Preliminary Official Statement and the Official Statement, present fairly the financial position of the Issuer at June 30, 2024, and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the Issuer to the Underwriter in

connection with this Purchase Contract are true and correct in all material respects as of their respective dates; except as described in the Official Statement and except as otherwise disclosed by the Issuer to the Underwriter, since June 30, 2024, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the year ended that date, and the Issuer has not since June 30, 2024, incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 2.20. As stated in the Preliminary Official Statement, for the past five years the Issuer believes that it has not failed to comply in all material respects with each and every continuing disclosure undertaking it has entered into pursuant to Rule 15c2-12, except as disclosed in the Official Statement.

Section 2.21. The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2026 Bonds to be applied or result in such proceeds being applied in a manner inconsistent the Indenture.

ARTICLE III

UNDERWRITER'S CONDITIONS

Section 3.1. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the Issuer contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered prior to and at the Closing and upon the performance by the Issuer of its obligations hereunder, as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2026 Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) At the time of Closing for the Series 2026 Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion

of Farnsworth Johnson PLLC, bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) At the time of the Closing, the Official Statement shall not have been supplemented or amended, except in any such case as otherwise provided in this Purchase Contract or as may have otherwise been agreed to in writing by the Underwriter.

(c) The Underwriter may terminate its obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(i) the marketability of the Series 2026 Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (A) enacted by the United States Congress, (B) recommended to the Congress for passage by the President of the United States or the Treasury Department of the United States, or (C) officially presented by any member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives for formal action by such Committee, or officially presented as an option for formal consideration by either such Committee, by the staff of such Committee or by the staff of the Joint Committee on Taxation of the United States Congress, favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or by the occurrence of any other Congressional action, but only, however, if the occurrence of any of the foregoing events is generally accepted by the municipal bond market as potentially affecting the federal tax status of the Issuer, its property or income, or the interest on its bonds or notes (including the Series 2026 Bonds) by any decision of any court of the United States or by any ruling or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority of the United States affecting the federal tax status of the Issuer, its property or income, or the interest on its bonds (including the Series 2026 Bonds);

(ii) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter, to the effect that obligations of the general character of the Series 2026 Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering or sale of obligations of the general character of the Series 2026 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement

or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(iii) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2026 Bonds, including any action relating to (i) the tax-exempt status under Utah law of the interest to be received by any owner of the Series 2026 Bonds, or (ii) a limitation on the ability of the Issuer to collect Net Revenues;

(iv) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Series 2026 Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(v) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crises, financial or otherwise, or the material escalation of such calamity or crisis, the effect of which, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Series 2026 Bonds or to enforce contracts for the sale of the Series 2026 Bonds;

(v) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah;

(vi) there shall be in force a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any governmental authority having jurisdiction; or the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Series 2026 Bonds or as to obligations of the general character of the Series 2026 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(vii) any rating of the Issuer's obligations (including the Series 2026 Bonds) shall have been downgraded or withdrawn by a national rating service, or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service, and such action, in the opinion of the Underwriter, will materially adversely affect the market price of the Series 2026 Bonds;

(viii) there shall have occurred since the date of this Purchase Contract any materially adverse change in the affairs or financial condition of the Issuer which, in the reasonable opinion of the Underwriter, has or will have a material adverse effect on the marketability of the Series 2026 Bonds;

(ix) the purchase of and payment for the Series 2026 Bonds by the Underwriter, or the resale of the Series 2026 Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(x) an event shall have occurred which in the reasonable opinion of the Underwriter requires the preparation and publication of a supplement or amendment to the Official Statement which has or will have a material adverse effect on the marketability of the Series 2026 Bonds or the market price thereof

(d) At or prior to the Closing, the Underwriter shall receive the following:

(i) The approving opinion of Farnsworth Johnson PLLC, Bond Counsel, dated the Closing Date, in substantially the form attached as Appendix F to the Official Statement;

(ii) The letter of Farnsworth Johnson PLLC, as Disclosure Counsel to the Issuer, dated the Closing Date and addressed to the Underwriter, in standard form for similar transactions;

(iii) The opinion of the City Attorney for the Issuer, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(iv) The Issuer's certificate, dated the Closing Date, signed by the Mayor and the City Recorder of the Issuer and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2026 Bonds or the collection of Net Revenues pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2026 Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2026 Bonds and the Transaction Documents, or the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds, (iii) questioning or challenging any power of the Issuer, including its ability to levy taxes, or (iv) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (v) contesting

or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the Net Revenues or the pledge of the Net Revenues, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, and the application of the proceeds of sale of the Series 2026 Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents and this Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(v) Copies of each of the Resolution and the Transaction Documents, duly executed by each of the parties thereto;

(vi) Copies of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds, including the use of proceeds of sale of the Series 2026 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(vii) A copy of the Preliminary Official Statement and the Official Statement;

(viii) Evidence satisfactory to the Underwriter that the Series 2026 Bonds have received a rating of "AA+" from Fitch Ratings and "Aa2" from Moody's Investors Service, Inc.;

(ix) All documents, certificates and opinions required by the Indenture; and

(x) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

ARTICLE IV

EXPENSES

All expenses and costs in connection with the authorization, issuance and sale of the Series 2026 Bonds to the Underwriter, including rating agency fees, the costs of printing the Official Statement and the Preliminary Official Statement, advertising costs, the initial fees of the Trustee in connection with the issuance of the Series 2026 Bonds, the fees and expenses of Bond Counsel, the fees and expenses of counsel to the Issuer, the bond insurance premium, the Issuer's municipal advisor, and travel and other expenses shall be costs and expenses of the Issuer and shall be paid by the Issuer.

ARTICLE V

ROLE OF THE UNDERWRITER; RELATED DISCLOSURES

The Issuer hereby acknowledges and agrees that:

(a) the Underwriter has heretofore provided the Issuer an engagement letter (the "*Engagement Agreement*"), setting forth the role and responsibilities of the Underwriter in connection with the offering of the Series 2026 Bonds and making disclosures pertinent thereto, which disclosures have previously been and are hereby acknowledged by the Issuer; and

(b) the Issuer has heretofore acknowledged in the Engagement Agreement and hereby acknowledges and agrees that:

(i) Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires the Underwriter to deal fairly at all times with both municipal issuers and investors;

(ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length, commercial transaction with the Issuer, and the Underwriter has financial and other interests that differ from those of the Issuer;

(iii) the Underwriter is acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters);

(iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby are expressly set forth in this Purchase Contract;

(v) the Issuer has consulted with its own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it deemed appropriate in connection with the issuance and offering of the Series 2026 Bonds;

(vi) the Underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and

(vii) the Underwriter will review the Official Statement in accordance with, and as part of, its responsibilities under the federal securities law, as applied to the facts and circumstances of the transaction. However, the Issuer has primary responsibility for disclosure to investors. Accordingly, the Underwriter's review of the Official Statement should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the Official Statement.

(c) By entering into this Purchase Contract, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Purchase Contract will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise

taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

ARTICLE VI

GENERAL

Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to the Underwriter at _____, Attention: _____. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to Tooele City, _____, Tooele, Utah _____, Attention: Mayor, with a copy thereof to the City Attorney at the same address.

This Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2026 Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

This Purchase Contract shall be governed by the laws of the State of Utah.

This Purchase Contract contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

This Purchase Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

This Purchase Contract shall become effective upon the execution by [Underwriter] and the acceptance hereof by the Issuer.

Very truly yours,

[UNDERWRITER]

By: _____

Its: _____

Approved and Agreed to: _____, 2026

TOOELE CITY, UTAH

By:_____

Its:_____

ATTEST:

By:_____
City Recorder

EXHIBIT A

$[Principal]
Tooele City, Utah
Sewer Revenue Bonds, Series 2026

Maturity Date (June 1)	Principal Amount	Interest Rate	Yield	Price
	$	%	%	%
[1]			[c]	
[1]			[c]	

[1] Term bonds
[c] Yield to first optional call date of _____
There are no Hold-the-offering-price Maturities.

EXHIBIT B

FORM OF

UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE

$[Principal]
Tooele City, Utah
Sewer Revenue Bonds, Series 2026

The undersigned, on behalf of [Underwriter] (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by Tooele City, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Contract (the "Purchase Contract") by and between the Original Purchaser, and the Issuer, dated [BPA Date], 2026 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Contract.)

2. Issue Price. For purposes of this certificate the following definitions apply:

"Effective Time" means the time on the Sale Date that the Agreement to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Exhibit A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the

voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Purchaser" means the Original Purchaser, on its own behalf and as representative of each Underwriting Firm.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

4. As of the Effective Time there were no Undersold Maturities.

[UNDERWRITER]

By: _____

Its: _____

EXHIBIT A – [*same as in Bond Purchase Contract*]

ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

EXHIBIT D

[FORM OF PRELIMINARY OFFICIAL STATEMENT]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____ [____], 2026

NEW ISSUE—Issued in Book-Entry Only Form

[Insured Rating: S&P "____" _____ Insured]
Underlying Ratings: S&P "A+"; Fitch "AA-"
(See "BOND RATINGS" herein.)

In the opinion of Farnsworth Johnson PLLC, Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2025A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from taxes imposed by the Utah Individual Income Tax Act. In the further opinion of Bond Counsel, interest on the Series 2025A Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2025A Bonds. See "TAX MATTERS" herein for a more complete discussion.

$[Principal]*
TOOELE CITY, UTAH
SEWER REVENUE BONDS,
SERIES 2026

Dated: Date of Initial Delivery **Due: October 1, as shown on the inside cover**

The Series 2026 Bonds are issuable as fully registered bonds and when initially issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository for the Series 2026 Bonds. Purchases of Series 2026 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Owners of the Series 2026 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2026 Bonds. Interest on the Series 2026 Bonds is payable on April 1 and October 1 of each year, commencing _____, through Zions Bancorporation, National Association, as Paying Agent, all as more fully described herein. So long as DTC or its nominee is the registered owner of the Series 2026 Bonds, payments of the principal of, premium, if any, and interest on such Series 2026 Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "THE SERIES 2026 BONDS—Book-Entry Only System" herein.

The Series 2026 Bonds are issued for the purpose of (i) financing the construction of _____ (the "Project") and (ii) paying costs associated with the issuance of the Series 2026 Bonds.

The Series 2026 Bonds are subject to redemption prior to maturity as described herein. See "THE SERIES 2026 BONDS—Redemption" herein.

The Series 2026 Bonds are limited obligations of the City, payable solely from a pledge and assignment of Revenues of the System, after payment of Operation and Maintenance Expenses of the System, and moneys on deposit in the funds and accounts (other than the Rebate Fund and the Repair and Replacement Fund) established in the Indenture between the City and Zions Bancorporation, National Association, as trustee. Neither the credit nor the taxing power of the City or the State of Utah or any agency, instrumentality, or political subdivision thereof is pledged for the payment of the principal of, premium, if any, or interest on the Series 2026 Bonds. The Series 2026 Bonds are not general obligations of the City or the State of Utah or any agency, instrumentality, or political subdivision thereof. The issuance of the Series 2026 Bonds shall not directly, indirectly, or contingently obligate the City or the State of Utah or any agency, instrumentality, or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for the payment of the Series 2026 Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS" herein.

[*Insurance?*]

The Series 2026 Bonds are offered when, as, and if issued and received by the Underwriter, subject to the approval of their legality by Farnsworth Johnson PLLC, Bond Counsel to the City. Certain matters relating to disclosure will be passed upon by Farnsworth Johnson PLLC, Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by the City Attorney. LRB Public Finance Advisors, Inc. has acted as municipal advisor to the City in connection with the issuance of the Series 2026 Bonds. Certain matters will be passed upon for the Underwriter by Farnsworth Johnson PLLC. It is expected that the Series 2026 Bonds, in book-entry only form, will be available for delivery on or about August [_____], 2026.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

This Official Statement is dated _____, 2026, and the information contained herein speaks only as of that date.

---

* Preliminary; subject to change.

$[Principal]*
TOOELE CITY, UTAH
SEWER REVENUE BONDS, SERIES 2026

MATURITIES, AMOUNTS, INTEREST RATES, AND PRICES OR YIELDS

Due (October 1)	Principal Amount*	Interest Rate	Yield	CUSIP**
	$			

[$_____ _____% Term Bond Due October 1, 20___; Price _____%; CUSIP No. _____ ___**]

---

* Preliminary; subject to change.

** CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of The American Bankers Association. This information is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services Bureau. CUSIP numbers have been assigned by an independent company not affiliated with the parties to this bond transaction and are included solely for the convenience of the holders of the Series 2026 Bonds. None of the City, the Trustee or the Underwriter is responsible for the selection or use of such CUSIP numbers, and no representation is made as to its correctness on the Series 2026 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2026 Bonds as a result of various subsequent actions including but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2026 Bonds.

The information set forth herein has been obtained from the City, DTC, [the Insurer], and other sources that are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the City, or in any other information contained herein since the date hereof.

No dealer, broker, salesman or any other person has been authorized by the City or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy nor shall there be any sale of the Series 2026 Bonds by any person in any jurisdiction in which it is unlawful for such offer, solicitation or sale.

All inquiries relating to this Official Statement and the offering contemplated herein should be directed to the Underwriter. Prospective investors may obtain additional information from the Underwriter or the City which they may reasonably require in connection with the decision to purchase any of the Series 2026 Bonds from the Underwriter.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Forward-looking statements are included in, but not limited to, the Official Statement under the captions "THE PROJECT," "ESTIMATED SOURCES AND USES OF FUNDS," and "HISTORICAL OPERATIONS AND PRO FORMA DEBT SERVICE COVERAGE." The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

> The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The yields at which the Series 2026 Bonds are offered to the public may vary from the initial reoffering yields on the inside front cover page of this Official Statement. In connection with this offering, the Underwriter may engage in transactions that stabilize, maintain or otherwise affect market prices of the Series 2026 Bonds. Such transactions, if commenced, may be discontinued at any time.

THE SERIES 2026 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. THE SERIES 2026 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The City maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2026 Bonds.

[Insurer Statement]

$[Principal]*
TOOELE CITY, UTAH
SEWER REVENUE BONDS
SERIES 2026

7505 South Holden Street
Tooele, Utah 84047
(801) 567-7200

MAYOR AND CITY COUNCIL

_____ ..... Mayor
_____ ..... Councilmember
_____ ..... Councilmember
_____ ..... Councilmember
_____ ..... Councilmember
_____ ..... Councilmember

CITY ADMINISTRATION

TRUSTEE, BOND REGISTRAR, AND PAYING AGENT

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133
(801) 844-7517

MUNICIPAL ADVISOR

LRB Public Finance Advisors, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700

BOND AND DISCLOSURE COUNSEL

Farnsworth Johnson PLLC
180 North University Avenue, Suite 260
Provo, Utah 84601
(801) 510-6303

UNDERWRITER

* Preliminary; subject to change.

Table of Contents

Page

INTRODUCTION 1
The City 1
The System 1
Authorization and Purpose of the Series 2026 Bonds 1
Security 2
[Bond Insurance] 2
Redemption Provisions 2
Registration, Denominations, Manner of Payment 2
Transfer or Exchange 3
Tax-Exempt Status 3
Conditions of Delivery, Anticipated Date, Manner, and Place of Delivery 3
Basic Documentation 3
Contact Persons 4
[BOND INSURANCE] 4
THE SERIES 2026 BONDS 4
General 4
Redemption 5
Book-Entry Only System 6
THE PROJECT 6
ESTIMATED SOURCES AND USES OF FUNDS . 6
DEBT SERVICE SCHEDULE 7
SECURITY AND SOURCES OF PAYMENT FOR THE BONDS 8
General 8
No Debt Service Reserve Fund 8
Rate Covenant 8
Flow of Funds 8
Outstanding Parity Bonds 10
Additional Bonds 10
TOOELE CITY 10
General 10
Form of Government 10
Employee Workforce and Retirement System 11
Other Post-Employment Benefits 11
Risk Management 11
Investment of Funds 11
THE SYSTEM 12
General 12
The Water Facilities ..... **Error! Bookmark not defined.**
The Sewer Facilities 13
The Storm Water Facilities . **Error! Bookmark not defined.**
Enforcement of Rates and Charges 14
Connection, Billing and Collection Procedures ... 14
HISTORICAL OPERATIONS AND PRO FORMA DEBT SERVICE COVERAGE 15
DEBT STRUCTURE OF THE CITY 16
Outstanding Municipal Debt of the City 16
Outstanding Debt of the Redevelopment Agency of the City ..... **Error! Bookmark not defined.**
Other Obligations 16
Future Debt Plans 16
No Defaulted Bonds 16
FINANCIAL INFORMATION REGARDING THE CITY 17
Fund Structure; Accounting Basis 17
Budget and Appropriation Process 17
Financial Records and Statements 17
Management Discussion and Analysis 18
Five-Year Financial Summaries 18
BONDHOLDERS' RISKS 21
General 21
Operation of the System 21
Destruction of the System 21
Climate Change 22
Cybersecurity 22
LEGAL MATTERS 22
General 22
Absence of Litigation 22
TAX MATTERS 22
Opinion of Bond Counsel 23
Other Tax Consequences 23
UNDERWRITING 24
MUNICIPAL ADVISOR 24
BOND RATINGS 25
CONTINUING DISCLOSURE 25
MISCELLANEOUS 25
Independent Accountants 25
Additional Information 25

APPENDIX A AUDITED BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025 ..... A-1
APPENDIX B EXCERPTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE B-1
APPENDIX C ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE CITY AND TOOELE COUNTY ..... C-**Error! Bookmark not defined.**
APPENDIX D FORM OF CONTINUING DISCLOSURE UNDERTAKING D-1
APPENDIX E FORM OF OPINION OF BOND COUNSEL E-1
APPENDIX F PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM F-1
[APPENDIX G SPECIMEN MUNICIPAL BOND INSURANCE POLICY] G-1

$[Principal]*
TOOELE CITY, UTAH
SEWER REVENUE BONDS
SERIES 2026

INTRODUCTION

This Official Statement, including the cover page, introduction and appendices provides information regarding (i) the issuance and sale by Tooele City, Utah (the "City" or the "Issuer"), a political subdivision of the State of Utah (the "State"), of its $[Principal]* Sewer Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), initially issued in book-entry form only; (ii) the City; and (iii) the sewer system (the "System") owned and operated by the City. This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of Series 2026 Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in "APPENDIX B—EXCERPTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE."

See also the following appendices attached hereto which are hereby incorporated herein by reference: APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025; APPENDIX B—EXCERPTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE; APPENDIX C—ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE CITY AND TOOELE COUNTY; APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING; APPENDIX E—FORM OF OPINION OF BOND COUNSEL; APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM; [and APPENDIX G—SPECIMEN MUNICIPAL BOND INSURANCE POLICY.]

The City

The City was incorporated in _____ and covers an area of approximately six square miles within Tooele County, Utah (the "County"). The City is located approximately _____ miles west of Salt Lake City, Utah. The City had _____ residents in 2024 according to the estimate of the U.S. Census Bureau. For additional information regarding the City, see "THE CITY"; "FINANCIAL INFORMATION REGARDING THE CITY"; "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025"; and "APPENDIX C—ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE CITY AND TOOELE COUNTY" herein.

The System

The System consists of _____. See "THE PROJECT" and "THE SYSTEM," herein for additional information.

Authorization and Purpose of the Series 2026 Bonds

The Series 2026 Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"); (ii) resolution of the City adopted on September 2, 2026 (the "Resolution"); (iii) a General Indenture of Trust dated as of December 1, 1997, as heretofore supplemented and amended (the "General Indenture"), between the City and Zions Bancorporation, National Association, as trustee (the "Trustee"); (iv) an Eleventh Supplemental Indenture of Trust dated as of [Document Date], 2026 (the "Eleventh Supplemental Indenture" and together with the General Indenture, the "Indenture") between the City and the Trustee; and (v) other applicable provisions of law.

---

* Preliminary; subject to change.

The Series 2026 Bonds are being issued for the purpose of (a) financing the construction of _____ (the "Project") and (b) paying certain costs associated with the issuance of the Series 2026 Bonds.

Security

The Series 2026 Bonds will be payable from and secured solely by a pledge and assignment of the Net Revenues from the System and moneys on deposit in the funds and accounts (other than the Rebate Fund and the Repair and Replacement Fund) held by the Trustee under the Indenture.

The Revenues of the System will be applied to pay the Operation and Maintenance Expenses of the System before being applied to pay principal of and interest on the Series 2026 Bonds. The Series 2026 Bonds will be special limited obligations of the City, payable solely from the Net Revenues of the System.

The Series 2026 Bonds will not be a general obligation of the City, the State or any agency, instrumentality or political subdivision thereof. Neither the faith and credit nor the taxing power of the City, the State or any agency, instrumentality or political subdivision thereof will be assigned or pledged for payment of the Series 2026 Bonds. The City will not mortgage or grant a security interest in the System, the Project, or any portion thereof to secure payment of the Series 2026 Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" below.

No debt service reserve fund is being funded with respect to the Series 2026 Bonds.

The City has previously issued and has outstanding its _____ collectively referred to herein as the "Outstanding Parity Bonds." As of _____ 1, 2026, the Outstanding Parity Bonds are outstanding in the aggregate principal amount of $_____. The Outstanding Parity Bonds were issued pursuant to the terms of the General Indenture and are secured by the Net Revenues on a parity with the Series 2026 Bonds.

The City may issue Additional Bonds payable on a parity with the Series 2026 Bonds and the Outstanding Parity Bonds upon complying with certain requirements set forth in the Indenture. Such Additional Bonds together with the Series 2026 Bonds and the Outstanding Parity Bonds are sometimes collectively referred to herein as the "Bonds." See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Outstanding Parity Bonds—Additional Bonds" below.

[Bond Insurance]

[*To be determined.*]

Redemption Provisions

The Series 2026 Bonds are subject to optional [and mandatory sinking fund] redemption prior to maturity. See "THE SERIES 2026 BONDS—Redemption" below.

Registration, Denominations, Manner of Payment

The Series 2026 Bonds are issuable only as fully-registered Series 2026 Bonds and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository of the Series 2026 Bonds. Purchases of Series 2026 Bonds will be made in book-entry only form, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Beneficial owners of the Series 2026 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2026 Bonds.

So long as Cede & Co. is the registered Owner of the Series 2026 Bonds, as nominee of DTC, references herein and in the Indenture to the bondowners or registered Owners of the Series 2026 Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Series 2026 Bonds.

Principal of and interest on the Series 2026 Bonds (interest payable April 1 and October 1 of each year, commencing _____) are payable by Zions Bancorporation, National Association, Salt Lake City, Utah, as Paying Agent, to the registered owners of the Series 2026 Bonds, initially Cede & Co., as nominee of DTC. See "THE SERIES 2026 BONDS—Book Entry Only System" below.

Transfer or Exchange

Except as described under "THE SERIES 2026 BONDS—Book-Entry Only System" below, in all cases in which the privilege of exchanging or transferring the Series 2026 Bonds is exercised, the City shall execute, and the Bond Registrar shall authenticate and deliver, the Series 2026 Bonds in accordance with the provisions of the Indenture. For every such exchange or transfer of the Series 2026 Bonds, the City or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer of the Series 2026 Bonds, but may impose no other charge therefor.

The Bond Registrar, shall not be required to transfer or exchange any Series 2026 Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date; (ii) during the period from and including the day fifteen days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto; (iii) during the period from and including the day fifteen days prior to the mailing of notice calling any Series 2026 Bonds for redemption, to and including the date of such mailing; or (iv) at any time following the mailing of notice calling such Series 2026 Bond for redemption.

Tax-Exempt Status

In the opinion of Farnsworth Johnson PLLC, Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes.

See "TAX MATTERS" in this Official Statement. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Series 2026 Bonds.

Conditions of Delivery, Anticipated Date, Manner, and Place of Delivery

The Series 2026 Bonds are offered, subject to prior sale, when, as, and if issued and received by [Underwriter], as underwriter (the "Underwriter"), subject to the approval of legality by Farnsworth Johnson PLLC, Bond Counsel to the City, and certain other conditions. Certain matters relating to disclosure will be passed upon by Farnsworth Johnson PLLC, Disclosure Counsel to the City. Certain matters will be passed upon for the Underwriter by Farnsworth Johnson PLLC. Certain legal matters will be passed on for the City by the City Attorney. LRB Public Finance Advisors, Inc. has served as municipal advisor to the City in connection with the issuance of the Series 2026 Bonds. See "LEGAL MATTERS" below. It is expected that the Series 2026 Bonds in book-entry form will be available for delivery on or about August [_____], 2026.

Basic Documentation

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Brief descriptions of the City, the System, the Series 2026 Bonds, and the Indenture are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Indenture are qualified in their entirety by reference to such document, and references herein to the Series 2026 Bonds are qualified in their entirety by reference to the form thereof included in the Indenture and the information with respect thereto included in the aforementioned document, copies of which are available for inspection at the principal office of the Trustee on or after the delivery of the Series 2026 Bonds. During the period of the offering of the Series 2026

Bonds, copies of the form of such document will be available from the "Contact Persons" as indicated below. Also see "APPENDIX B—EXCERPTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE" below.

Contact Persons

The chief contact person for the City concerning the Series 2026 Bonds is:

Additional requests for information may be directed to the City's Municipal Advisor as follows:

Jason Burningham
Principal
LRB Public Finance Advisors, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
Telephone: (801) 596-0700
jason@lrbfinance.com

[BOND INSURANCE]

[*To be determined*]

THE SERIES 2026 BONDS

General

The Series 2026 Bonds are dated the date of their initial delivery and, except as otherwise provided in the Indenture, shall bear interest from said date. Interest on the Series 2026 Bonds will be payable semiannually on April 1 and October 1 of each year commencing _____. Interest on the Series 2026 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. The Series 2026 Bonds will be issued as fully registered Series 2026 Bonds, initially in book-entry form, in denominations of $5,000 or any integral multiple thereof, not exceeding the amount of each maturity.

The Series 2026 Bonds shall bear interest at the rates and shall mature annually in each of the years as set forth inside the front cover of this Official Statement.

The Series 2026 Bonds are special limited obligations of the City, payable solely from the Net Revenues, moneys, securities, and funds pledged therefor in the Indenture. Neither the credit nor the taxing power of the City, the State or any agency, instrumentality, or political subdivision thereof is pledged for the payment of the principal of, premium, if any, or interest on the Series 2026 Bonds. The Series 2026 Bonds are not general obligations of the City or the State or any agency, instrumentality, or political subdivision thereof. The issuance of the Series 2026 Bonds shall not directly, indirectly, or contingently obligate the City or the State or any agency, instrumentality, or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for the payment of the Series 2026 Bonds.

Interest on the Series 2026 Bonds will be paid on each Interest Payment Date to the registered owner thereof (initially DTC) who is the registered owner at the close of business on the Regular Record Date for such interest, which shall be the fifteenth day (whether or not a business day) next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Series 2026 Bonds on such Regular Record Date, and may be paid to the registered owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such registered owner not less than ten days prior to such Special Record Date. The principal of and premium, if any, on the Series 2026 Bonds are payable upon presentation and surrender thereof at the principal corporate trust office of the Trustee. Interest shall be paid by check or draft mailed on each Interest Payment Date to the registered owner (initially DTC) of each of the Series 2026 Bonds as the name and address of such registered owner appear on the record date in the Register.

Redemption

Optional Redemption. The Series 2026 Bonds maturing on or prior to October 1, 20___, are not subject to redemption prior to maturity. The Series 2026 Bonds maturing on or after October 1, 20___, are subject to redemption prior to maturity at the option of the City in whole or in part on any Business Day on and after October 1, 20___, at the redemption price of 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest to the date of redemption (but without premium).

[Mandatory Sinking Fund Redemption. The Series 2026 Bonds maturing on October 1, 20___, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (October 1)	Mandatory Sinking Fund Redemption Amount

* Final Maturity Date

Upon redemption of any Series 2026 Bonds maturing on October 1, 20___ other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2026 Bonds maturing on October 1, 20___, in such order of mandatory sinking fund date as shall be directed by the City.]

Notice of Redemption. In the event any of the Series 2026 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2026 Bonds to be redeemed will be given by the Trustee, by mailing a copy of the redemption notice by registered or certified mail not less than 30 nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Series 2026 Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Series 2026 Bond with respect to which no such failure has occurred. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice. After the notice shall have been given, the City shall deposit with, or otherwise make available to, the Trustee the funds required for the redemption of the Series 2026 Bonds to be redeemed, including accrued interest to the redemption date, at least five days before the date fixed for such redemption. All Series 2026 Bonds so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit with the Trustee at that time.

If at the time of mailing of any notice of redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Series 2026 Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of the redemption moneys with the Trustee not later than the opening of business five days prior to the redemption date and that such notice shall be of no effect unless such moneys are so deposited.

Selection for Redemption. If fewer than all the Series 2026 Bonds are to be redeemed, the particular Series 2026 Bonds or portions of Series 2026 Bonds to be redeemed shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate. In case any Series 2026 Bond shall be redeemed in part only, upon the presentation of such Series 2026 Bond for such partial redemption the City shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the City, a Bond or Bonds of the same series, interest rate, and maturity, in aggregate principal amount equal to the unredeemed portion of such Series 2026 Bond. The portion of any Series 2026 Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or an integral multiple thereof and in selecting portions of such Series 2026 Bonds for redemption, each such Series 2026 Bond shall be treated as representing that number of Series 2026 Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Series 2026 Bonds by $5,000.

Book-Entry Only System

The Series 2026 Bonds originally will be issued solely in book-entry form to The Depository Trust Company ("DTC") or its nominee, Cede & Co., to be held in DTC's book-entry only system. So long as such Series 2026 Bonds are held in the book-entry only system, DTC or its nominee will be the registered owner or Holder of such Series 2026 Bonds for all purposes of the Indenture, the Series 2026 Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series 2026 Bonds may be made in the denominations described above. For a description of the book-entry system for the Series 2026 Bonds, see "APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM."

THE PROJECT

[To come]

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds in connection with the issuance of the Series 2026 Bonds are estimated to be as follows:

Sources of Funds

Par Amount of Series 2026 Bonds	$
[Net] Reoffering Premium	
Total Sources	$

Uses of Funds

Deposit to Series 2026 Acquisition/Construction Account	$
Costs of Issuance[(1)]	
Total Uses	$

(1) Includes underwriter's discount, [Policy premium,] legal and Trustee fees and expenses, and other costs incurred in connection with the issuance of the Series 2026 Bonds.

(The remainder of this page intentionally left blank.)

DEBT SERVICE SCHEDULE

The following table sets forth the debt service requirements of the Series 2026 Bonds and the Outstanding Parity Bonds. Amounts have been rounded.

	Series 2026 Bonds			Outstanding	
Fiscal Year	Principal*	Interest	Total Principal and Interest	Parity Bonds[(1)]	Fiscal Total
	–			$	
	$				
2056					
Total	$[Principal]*				

(1) Includes principal and interest.
* Preliminary; subject to change.
(Source: The Municipal Advisor.)

(The remainder of this page intentionally left blank.)

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

The Series 2026 Bonds will be payable from and secured solely by a pledge and assignment of the Net Revenues from the System and moneys on deposit in the funds and accounts (other than the Rebate Fund and the Repair and Replacement Fund) held by the Trustee under the Indenture. The Series 2026 Bonds will be special limited obligations of the City, payable solely from the Net Revenues of the System. Neither the credit nor the taxing power of the City or the State or any agency, instrumentality, or political subdivision thereof is pledged for the payment of the principal of, premium, if any, or interest on the Series 2026 Bonds. The Series 2026 Bonds are not general obligations of the City, the State or any agency, instrumentality, or political subdivision thereof. The issuance of the Series 2026 Bonds shall not directly, indirectly, or contingently obligate the City or the State or any agency, instrumentality, or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for the payment of the Series 2026 Bonds.

No Debt Service Reserve Fund

No Debt Service Reserve Fund will be funded with respect to the Series 2026 Bonds.

Rate Covenant

The City covenants in the Indenture that while any of the principal and interest payments on the Series 2026 Bonds are outstanding, or any Reserve Instrument Repayment Obligations are outstanding, the rates and fees for all services supplied by the System to the City and to its inhabitants and to all customers of the City with respect to the System within or without the boundaries of the City will be sufficient (i) to pay the System's Operation and Maintenance Expenses and (ii) to provide for each Bond Fund Year Net Revenues in an amount not less than 125% of the Aggregate Annual Debt Service Requirement for the forthcoming Bond Fund Year, plus an amount sufficient to fund the Debt Service Reserve Fund in the time, rate and manner specified in the Indenture, or if a Reserve Instrument shall be in effect with respect to any outstanding Bonds, the Reserve Instrument Repayment Obligations which the City anticipates will be due and payable for the forthcoming Bond Fund Year, provided that such rates must be reasonable rates for the type, kind, and character of the services rendered. The City agrees that should its annual financial statement made in accordance with the provisions of the Indenture disclose that during the period covered by such financial statement the Net Revenues were not at least equal to the above requirement, the City shall request that a Qualified Engineer make recommendations as to the revision of the rates, charges and fees and that the City on the basis of such recommendations will revise the schedule of rates, charges and fees insofar as is practicable and further revise Operation and Maintenance Expenses so as to produce the necessary Net Revenues as required in the Indenture.

Flow of Funds

All Revenues shall be deposited in the Revenue Fund and shall be accounted for by the City separate and apart from all other moneys of the City.

As a first charge and lien on the Revenues, the City shall cause to be paid from the Revenue Fund from time to time as the City shall determine, all Operation and Maintenance Expenses of the System as the same become due and payable, and thereupon such expenses shall be promptly paid.

So long as any Bonds are Outstanding, as a second charge and lien on the Revenues after payment of Operation and Maintenance Expenses, i.e., from the Net Revenues, the City shall, at least fifteen days before each Interest Payment Date, transfer from the Revenue Fund to the Trustee for and deposit into the Bond Fund an amount equal to:

(i) the interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds (provided, however, that so long as there are moneys representing capitalized interest on deposit with the Trustee to pay interest on the Bonds next coming due, the City need not transfer moneys to the Trustee to pay interest on the Bonds); plus

(ii) the Principal and premium, if any, falling due on the next succeeding Interest Payment Date established for the Bonds; plus

(iii) the Sinking Fund Installment, if any, falling due on the next succeeding Interest Payment Date, the sum of which shall be sufficient, when added to the existing balance in the Bond Fund, to pay the Principal of, premium, if any, and interest on the Bonds promptly on each such Interest Payment Date as the same become due and payable.

As a third charge and lien on the Net Revenues (on a parity basis), the City shall make the following transfers to the Trustee on or before the fifteenth day of each month of each year:

(i) To the extent the Debt Service Reserve Requirement, if any, is not funded with a Reserve Instrument or Instruments, (A) to the account(s) in the Debt Service Reserve Fund any amounts required hereby and by any Supplemental Indenture to accumulate therein the applicable Debt Service Reserve Requirement with respect to each Series of Bonds at the times and in the amounts provided herein and in any Supplemental Indenture and (B) if moneys shall have been withdrawn from an account in the Debt Service Reserve Fund or any account in the Debt Service Reserve Fund is at any time funded in an amount less than the applicable Debt Service Reserve Requirement, moneys sufficient in amount to restore such account(s) within one Year with twelve substantially equal payments during such period (unless otherwise provided for by the Supplemental Indenture governing the applicable Debt Service Reserve Requirement); or a ratable portion (based on the amount to be transferred pursuant to (ii) below) of remaining Net Revenues if less than the full amount necessary; and

(ii) Equally and ratably to the account(s) of the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect, such amount or a ratable portion (based on the amount to be transferred pursuant to (i) above) if less than the full amount necessary, that is required to be paid, on or before the next such monthly transfer or deposit of Net Revenues into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other than Reserve Instrument Costs, to cause the Reserve Instrument Coverage to equal the Reserve Instrument Limit within one Year from any draw date under the Reserve Instrument.

As a fourth charge and lien on the Net Revenues, the City shall deposit in the Repair and Replacement Fund any amount required hereby and by any Supplemental Indenture to accumulate therein the Repair and Replacement Reserve Requirement. In the event that the amount on deposit in the Repair and Replacement Fund shall ever be less than the Repair and Replacement Reserve Requirement for the Bonds then Outstanding from time to time, the City shall deposit to the Repair and Replacement Fund from the Revenue Fund all remaining Net Revenues of the System after payments required above have been made until there is on deposit in the Repair and Replacement Fund an amount equal to the Repair and Replacement Reserve Requirement. This provision is not intended to limit, and shall not limit, the right of the City to deposit additional moneys in the Repair and Replacement Fund from time to time as the City may determine.

The Net Revenues remaining after the foregoing deposits and transfers and not required to be used for remedying any deficiencies in payments previously made into the funds established in the Indenture, may be used at any time for any of the following:

(i) redemption of Bonds;

(ii) refinancing, refunding, or advance refunding of any Bonds;

(iii) deposit to the Rate Stabilization Fund; or

(iv) any other lawful purpose.

Outstanding Parity Bonds

The City issued the Outstanding Parity Bonds to finance improvements to the System. As of _____ 1, 2026, the Outstanding Parity Bonds are outstanding in the aggregate principal amount of $24,391,000. The Outstanding Parity Bonds were issued pursuant to the terms of the General Indenture and are secured by Net Revenues on a parity with the Series 2026 Bonds.

Additional Bonds

No additional indebtedness, Bonds or notes of the City payable on a priority to the pledge of Net Revenues for the payment of the Series 2026 Bonds and the Outstanding Parity Bonds shall be created or incurred without the prior written consent of the owners of 100% of the Outstanding Bonds. In addition, no Additional Bonds or other indebtedness, Bonds or notes of the City payable on a parity with the Series 2026 Bonds and the Outstanding Parity Bonds out of Net Revenues shall be created or incurred, unless the requirements of the Indenture have been satisfied. See "APPENDIX B—EXCERPTS OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE—The Bonds" for a list of the various requirements that need to be satisfied. The City currently has no plans to issue Additional Bonds within the next three years, but reserves the right to do so as its capital and debt structuring needs require.

TOOELE CITY

General

The City was incorporated in _____ and covers an area of approximately six square miles within Tooele County. The City is located _____. The U.S. Census Bureau estimated the City's 2024 population to be _____.

Form of Government

Utah statutes detail the functions to be performed by Utah municipalities. The City is organized under general law and governed by a mayor and five councilmembers elected for staggered four-year terms. The mayor presides over all meetings but casts no vote in the council except in the event of a tie.

Department heads are full-time employees of the City and responsible for day-to-day operations within the policy framework of the governing body. They report to the mayor and council or their designee, currently the City Manager.

(The remainder of this page intentionally left blank.)

Current members serving as Mayor, City Council and officers of the City and their respective years of service to the City are as follows:

The principal powers and duties of Utah municipalities are to maintain law and order, abate nuisances, guard public health and sanitation, promote recreation, provide fire protection, and construct and maintain streets, sidewalks, waterworks, and sewers. Municipalities also regulate commercial and residential development within their boundaries by means of zoning ordinances, building codes and licensing procedures.

The City provides the following services: police protection, planning and engineering, code enforcement, street maintenance, traffic control, parks operation and maintenance, trails and recreation services, community development, general administrative services, storm water utility, water and sewer, emergency medical services and solid waste services. Fire service for the City is provided by Unified Fire Service Area, a separate taxing entity.

Employee Workforce and Retirement System

The City employs approximately _____ full-time and _____ part-time employees. The City is a member of the Utah State Retirement Systems and participates in a deferred compensation plan. See "APPENDIX B—TOOELE CITY, UTAH AUDITED BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025—Notes to the Financial Statements—Note 4: Detailed Notes for All Funds, Employee Retirement Systems and Pension Plans" herein.

The City records a liability and expense equal to its proportionate share of the collective net pension liability and expense of the Systems. More information can be found in Note 10, "Retirement Plan," of the City's audited financial statements. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025."

Other Post-Employment Benefits

The City reports that it does not have any post-employment benefit liabilities.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions and natural disasters. The City is a member agency in the Utah Local Government Insurance Trust (the "Trust"), a public entity risk pool to manage its risk of loss. The City pays an annual premium to the Trust for its general insurance coverage. The Trust was created to be self-sustaining through member premiums [and will reinsure through commercial companies for claims in excess of $750,000 for each insured event] [*confirm*]. As of June 30, 2024, there was one outstanding, but in process claim. The City had no claim settlements during the three years ending June 30, 2024, which exceeded its insurance coverage. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025–Notes to the Financial Statements. 4. Detailed Notes for All Funds, *Risk Management*" herein.

Investment of Funds

Investment of Operating Funds. *The Utah Money Management Act*. The Utah Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended (the "Money Management Act" or "MM Act"), governs the investment of all public funds held by public treasurers in the State. It establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The Money Management Act provides a limited list of approved investments including qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying "top credit ratings." The Money Management Act also provides for pre-qualification of broker dealers by requiring that broker dealers agree in writing to comply with the Money Management Act and certify that they have read and understand the Money Management Act. The Money Management Act establishes the Money Management Council (the "Money Management Council" or "MM Council") to exercise oversight of public deposits and investments. The law requires all securities to be delivered versus payment to the public treasurer's safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited. The

Money Management Act also defines the State's prudent investor rules. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The City is currently complying with all of the provisions of the MM Act for all City operating funds. As of fiscal year end June 30, 2024, approximately 87% of City investments are invested in the Utah Public Treasurers' Investment Fund ("PTIF"), as discussed below. The remaining funds are held by Moreton Asset Management, LLC, as third-party custodian in certificates of deposit, money market mutual funds, and other investments.

The Utah Public Treasurers' Investment Fund. The PTIF is a local government investment fund, established in 1981, and managed by the State Treasurer. The PTIF invests to ensure safety of principal, liquidity and a competitive rate of return. All moneys transferred to the PTIF are promptly invested in securities authorized by the MM Act. Safekeeping and audit controls for all investments owned by the PTIF must comply with the MM Act.

All investments in the PTIF must comply with the MM Act and rules of the MM Council. The PTIF invests only in securities authorized by the MM Act including time certificates of deposit, top-rated commercial paper and corporate notes, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the PTIF is limited to three years, except that a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually.

By law, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. All securities purchased are delivered via payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the PTIF are completely segregated from securities owned by the State. The State has no claim on assets owned by the PTIF except for any investment of State moneys in the PTIF. Deposits are not insured or otherwise guaranteed by the State.

Securities in the PTIF include certificates of deposit, commercial paper, short-term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the U.S. Government. These short-term securities must be rated "first tier" ("A1," "P1," for short-term investments and "A" or better for long-term investments) by two nationally recognized statistical rating organizations, one of which must be Moody's or S&P. These securities represent limited risks to governmental institutions investing with the PTIF. Variable rate securities in the PTIF must have an index or rate formula that has a correlation of at least 94% of the effective Federal Funds rate.

Investment activity of the State Treasurer in the management of the PTIF is reviewed monthly by the MM Council and is audited by the State Auditor. The PTIF itself is not rated.

As with the PTIF, all investments managed by Moreton Asset Management must comply with the MM Act and rules of the MM Council. Securities in the City's portfolio are registered in the name of the City, are held by a third-party custodian, and include corporate bonds, U.S. government bonds, and Agency bonds. The maximum final maturity of any security purchased does not exceed five years. Securities purchased are coordinated to mature with ongoing cash expenditures of the city. Nationally recognized credit rating agencies have ratings issued on the investments that range from AA+ to BBB+.

See "APPENDIX A— AUDITED BASIC FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025—Notes to the Financial Statements—4. Detailed Notes for All Funds, *Cash and Investments*."

THE SYSTEM

General

The System consists of _____.

The Sewer Facilities

General.

Reclamation Facility.

Service Connections. The following table sets forth the actual number of service connections and flows to the Sewer Facilities for the years shown:

Calendar Year	Residential	Commercial/ Industrial	Total Connections	Percent Change from Prior Year	Peak Daily Flows (MGD)	Average Daily Flows (MGD)
2015						
2016						
2017						
2018						
2019						
2020						
2021						
2022						
2023						
2024						
2025						

(Source: The City.)

Major Users of the Sewer Facilities. The following table sets forth the largest users of the Sewer Facilities and the approximate revenues derived by the City from sewer services to those users for the fiscal year 2024:

Name of User	Revenues $	Percent of Total[(1)] %
Total		

[(1)] Based on fiscal year 2025 Sewer Facilities charges of $_____- .
(Source: The City.)

Sewer Facilities Rates and Charges. Residential, commercial and industrial customers pay a base rate plus a usage fee per 1,000 gallons of average winter water usage. A summary of the sewer rates is shown below.

	Rate/Fee
Single Dwelling	
Base fee	$
Usage fee per 1,000 gallons of average winter water usage	
Multi-Dwelling	
Base fee – First Unit	
Additional Unit (Each)	
Usage fee per 1,000 gallons of average winter water usage	

Current sewer connection fees for sewer service are as follows:

Type	Fee
4" Connection	
First Unit	$
Second Unit	
6" Connection	
First Unit	
Second Unit	

Required Permits.

Enforcement of Rates and Charges

Connection, Billing and Collection Procedures

(The remainder of this page intentionally left blank.)

HISTORICAL OPERATIONS AND PRO FORMA DEBT SERVICE COVERAGE

The following table sets forth the historical and pro forma operations of the System and the projected debt service coverage for the Series 2026 Bonds and the Outstanding Parity Bonds with regard to the System for the fiscal years ending June 30 shown below:

---

* Preliminary; subject to change.
(Source: The City and the Municipal Advisor.)

DEBT STRUCTURE OF THE CITY

Outstanding Municipal Debt of the City (as of _____ 1, 2026)

Sewer Revenue Bonds

(1) For purposes of this Official Statement the Series 2026 Bonds will be considered outstanding.
* Preliminary; subject to change.

Sales and Franchise Tax Revenue Bonds

(1)

Outstanding Lease Revenue Bonds

Series	Purpose	Original Amount	Final Maturity Date	Principal Balance Outstanding
2012	City Hall/Street Lighting	$8,990,000	October 15, 2038	$4,390,000

Other Obligations

Future Debt Plans

No Defaulted Bonds

The City has never failed to pay principal and interest when due on its outstanding bonded indebtedness or any other obligations nor has it ever failed to appropriate moneys with respect to its lease obligations.

FINANCIAL INFORMATION REGARDING THE CITY

Fund Structure; Accounting Basis

The City prepares its government-wide financial statements based on proprietary fund accounting. All assets, liabilities and equity are recorded on the City's balance sheet using full accrual accounting. All capital assets, including infrastructure, are capitalized and depreciated. Equity is comprised of contributed capital and retained earnings. The City prepares its governmental funds financial statements based on current financial resources measurement focus and the modified accrual basis of accounting.

In proprietary funds, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.

Budget and Appropriation Process

The budget and appropriation process of the City is governed by State law (the "Fiscal Procedures Act"). Pursuant to the Fiscal Procedures Act, the budget officer of the City is required to prepare budgets for the proprietary fund. The budget is to provide a complete financial plan for the budget (ensuing fiscal) year. The budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures.

On or before the first regularly scheduled meeting of the City Council in May of each year, the budget officer is required to submit to the Council the tentative budget for the fiscal year commencing _____ 1. Various actual and estimated budget data are required to be set forth in the tentative budget. The budget officer may revise the budget requests submitted by the heads of City departments, but must file these submissions with the Council together with the tentative budget. The budget officer is required to estimate in the tentative budget the available revenue from non-property tax sources and the revenue from general property taxes. The tentative budget is then tentatively adopted by the Council, with any amendments or revisions that the Council deems advisable prior to the public hearing on the tentative budget. If the tax rate in the proposed budget exceeds the "certified tax rate," the Council shall comply with the Property Tax Act, Chapter 2, Title 59, Utah Code Annotated 1953, as amended (the "Property Tax Act") in adopting the budget. After public notice and hearing the tentative budget is adopted by the Council, subject to further amendment or revisions by the Council prior to adoption of the final budget.

On or before June 30 in each year or, in the case of a property tax increase under the Property Tax Act, September 1, the final budget is adopted by the Council. The adopted final budget is subject to amendment by the Council during the fiscal year. Public notice and hearing are required in order to increase the budget total.

The amount set forth in the final budget as the total amount of estimated revenue from property taxes constitutes the basis for determining the property tax levy to be set by the Board for the succeeding tax year.

Adoption of Ad Valorem Tax Levy. State law requires that the governing body of each taxing entity shall, before June 22 of each year, or, in the case of a property tax increase under the Property Tax Act, September 1, adopt a final tax rate for the taxing entity. The governing body shall report the rate and levy, and any other information prescribed by rules of the county commission for the preparation, review, and certification of the rate, to the county auditor of the county in which the taxing entity is located. Therefore, if the City's proposed budget includes a tax rate which exceeds the certified tax rate, the City is required to follow strict rules established by the Property Tax Act. The rules include publishing several public notices of its intent, coordinating the date and time of the public hearing regarding the tax increase with Tooele County, and delaying final adoption of the budget until such time as the new tax rate has been adopted.

Financial Records and Statements

The City utilizes a computerized financial accounting system which includes a system of budgetary controls. The City has also empowered the City Manager to maintain control by major categories within departments. Controls are such that a requisition will not be entered into the purchasing system unless the appropriated funds are available.

The Finance Director checks for sufficient funds prior to the purchase order being issued and again before the payment check.

Management Discussion and Analysis

In connection with the preparation of its audited financial statements for the fiscal year ended June 30, 2025, the City prepared a management's discussion and analysis of operations. Such management's discussion and analysis was included as part of the City's audit report for the fiscal year ended June 30, 2025 and is included in APPENDIX A hereto.

Five-Year Financial Summaries

The summaries contained herein were extracted from the City's audited annual financial reports for the fiscal years ended June 30, 2021, through June 30, 2025. The summaries are unaudited.

(Remainder of this page intentionally left blank.)

TOOELE CITY
Statement of Net Position
(This summary has not been audited.)

(Source: This summary of financial information has been taken from the City's audited financial statements for the years 2021-2025. This summary has not been audited.)

TOOELE CITY
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds–General Fund
(This summary has not been audited.)

(Source: This summary of financial information has been taken from the City's audited financial statements for the years 2021-2025. This summary has not been audited.)

BONDHOLDERS' RISKS

The purchase of the Series 2026 Bonds involves certain investment risks that are discussed throughout this Official Statement. No prospective purchaser of the Series 2026 Bonds should make a decision to purchase any of the Series 2026 Bonds without first reading and considering the entire Official Statement, including all Appendices, and making an independent evaluation of all such information. Certain of those investment risks are described below. The list of risks described below is not intended to be definitive or exhaustive and the order in which the following factors are presented is not intended to reflect the relative importance of any such risks.

General

The Series 2026 Bonds are payable from and secured by a pledge and assignment of Net Revenues from the System and moneys on deposit in the funds and accounts held by the Trustee under the Indenture other than the Rebate Fund and the Repair and Replacement Fund). Future economic and other conditions, the demand for water and sewer services within the City and the surrounding areas, economic and employment trends and events, demographic changes, changes in governmental regulations and policies and other factors may adversely affect the future financial condition of the System, and, consequently, the availability of Net Revenues. No assurance can be made that the Net Revenues of the System will be realized by the City in amounts sufficient to pay debt service on the Series 2026 Bonds when due.

Operation of the System

In order for the City to make timely payment of the principal and interest requirements of the Series 2026 Bonds and to meet its other obligations under the Indenture, it will be necessary for the City to manage, operate and maintain the System in an efficient and economical manner that is consistent with prudent utility practice. The operation of the System is subject to the requirements of various governmental rules and regulations and the System must be operated in compliance with these requirements. In the event that the System is not operated or is not capable of operation as required by the provisions of such governmental rules and regulations, the City may be subject to certain penalties.

The City believes that the System will be operated in a manner that will allow it to pay Operation and Maintenance Expenses for the System, as well as debt service on the Series 2026 Bonds and the Outstanding Parity Bonds.

To the extent the System develops operational problems, rates for the System may need to be increased to produce sufficient Revenue unless other sources of funds are obtained. In the event that Revenues need to be increased for the continued operation of the System (and to pay debt service on the Series 2026 Bonds), it may be necessary to increase rates for the System. Although the City has the ability to establish rates without prior approval from another governmental entity, the City may decide not to make any rate increases due to political feasibility or other concerns.

Destruction of the System

The Indenture requires that the City, in its operation of the System, maintain insurance in such amounts and to such extent as is normally carried by other entities operating public utilities of the same size and type. In the event of any loss or damage, the Indenture requires that the proceeds of any insurance shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder is to be paid into the Bond Fund. However, there can be no assurance that the proceeds of such insurance will be sufficient to restore or replace the lost or damaged property.

Damage to or destruction of the System may prevent the City from providing service to some or all of its customers. In such event, the Net Revenues may decrease.

Climate Change

Climate change caused by human activities may have adverse effects on the System and on the Water System in particular. As greenhouse gas emissions continue to accumulate in the atmosphere as a result of economic activity, climate change is expected to intensify, increasing the frequency, severity and timing of extreme weather events such as coastal storm surges, drought, wildfires, floods and heat waves, and raising sea levels. The future fiscal impact of climate change on the System is difficult to predict, but it could be significant and it could have a material adverse effect on the City's finances by requiring greater expenditures to counteract the effects of climate change or by changing the business and activities of City customers. The City considers the potential effects of climate change in its planning.

Cybersecurity

The risk of cyberattacks against commercial enterprises, including those operated for a governmental purpose, has become more prevalent in recent years. At least one of the rating agencies factors the risk of such an attack into its ratings analysis, recognizing that a cyberattack could affect liquidity, public policy and constituent confidence, and ultimately credit quality. A cyberattack could cause the informational systems of the City to be compromised and could limit operational capacity, for short or extended lengths of time and could bring about the release of sensitive and private information. Additionally, other potential negative consequences include data loss or compromise, diversion of resources to prevent future incidences and reputational damage. To date, the City has not been the subject of a successful materially adverse cyberattack. The City believes it has made all reasonable efforts to ensure that any such attack is not successful and that the information systems of the City are secure. However, there can be no assurance that a cyberattack will not occur in a manner resulting in damage to the City's information systems or other challenges. The City has insurance coverage for cyber-related risks.

LEGAL MATTERS

General

All legal matters incident to the authorization and issuance of the Series 2026 Bonds are subject to the approval of Farnsworth Johnson PLLC, Bond Counsel to the City. Certain matters relating to disclosure will be passed upon for the City by Farnsworth Johnson PLLC, Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by the City Attorney. Certain matters will be passed upon for the Underwriter by Farnsworth Johnson PLLC. The approving opinion of Bond Counsel will be delivered with the Series 2026 Bonds. A copy of the opinion of Bond Counsel in substantially the form set forth in APPENDIX E of this Official Statement will be made available upon request from the Trustee.

Absence of Litigation

A non-litigation opinion is expected to be provided by the City Attorney, dated the date of closing, stating, among other things that there is no action, suit, proceeding, inquiry, or any other litigation or investigation at law or in equity, before or by any court, public board or body, which is pending or threatened, challenging the creation, organization, or existence of the City; or the titles of its officers to their respective offices; or seeking to restrain or enjoin the issuance, sale, or delivery of the Series 2026 Bonds; or for the purpose of restraining or enjoining the levy and collection of taxes, Revenues, or assessments by the City; or directly or indirectly contesting or affecting the proceedings or the authority by which the Series 2026 Bonds are issued; or the validity of the Series 2026 Bonds or the issuance thereof.

TAX MATTERS

The following is a summary of the material federal and State of Utah income tax consequences of holding and disposing of the Series 2026 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2026 Bonds as a capital asset, tax-

exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Utah, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2026 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2026 Bonds.

Opinion of Bond Counsel

In the opinion of Farnsworth Johnson PLLC, Bond Counsel to the City, under the law existing as of the issue date of the Series 2026 Bonds:

Federal Tax Exemption. The interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. Interest on the Series 2026 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

State of Utah Tax Exemption. The interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes.

Bond counsel's opinions are provided as of the date of the original issue of the Series 2026 Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2026 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2026 Bonds but has reviewed the discussion under the heading "TAX MATTERS."

Other Tax Consequences

[*Original Issue Discount*. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2026 Bond over its issue price. The stated redemption price at maturity of a Series 2026 Bond is the sum of all payments on the Series 2026 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2026 Bond is generally the first price at which a substantial amount of the Series 2026 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2026 Bond during any accrual period generally equals (1) the issue price of that Series 2026 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2026 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2026 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Series 2026 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

[*Original Issue Premium*. For federal income tax purposes, premium is the excess of the issue price of a Series 2026 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2026 Bond is the sum of all payments on the Series 2026 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2026 Bond is generally the first price at which a substantial amount of the Series 2026 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2026 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2026 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be

recognized for federal income tax purposes on sale or disposition of the Series 2026 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

Sale, Exchange, or Retirement of Series 2026 Bonds. Upon the sale, exchange, or retirement (including redemption) of a Series 2026 Bond, an owner of the Series 2026 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange, or retirement of the Series 2026 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Series 2026 Bond. To the extent a Series 2026 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2026 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2026 Bonds, and to the proceeds paid on the sale of the Series 2026 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2026 Bonds should be aware that ownership of the Series 2026 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2026 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2026 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2026 Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

UNDERWRITING

[Underwriter], as underwriter of the Series 2026 Bonds (the "Underwriter"), has agreed, subject to certain conditions, to purchase all of the Series 2026 Bonds from the City at an aggregate price of $[_____] (which consists of the principal amount of the Series 2026 Bonds, plus [net] original issue [premium/discount] of $[_____] and less an Underwriter's discount of $[_____]). The Underwriter has advised the City that the Series 2026 Bonds may be offered and sold to certain dealers (including dealers depositing the Series 2026 Bonds into investment trusts) at prices lower than the initial public offering prices set forth on the inside front cover page of the Official Statement and that such public offering prices may be changed from time to time.

MUNICIPAL ADVISOR

The City has entered into an agreement with LRB Public Finance Advisors, Inc. (the "Municipal Advisor") whereunder the Municipal Advisor provides financial recommendations and guidance to the City with respect to timing of sale, bond market conditions, costs of issuance and other factors relating to the sale of the Series 2026 Bonds. The Municipal Advisor has read and participated in the drafting of certain provisions of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and no guaranty, warranty or other representation is made by the Municipal Advisor respecting accuracy and completeness of the Official Statement or any other matters related to the Official Statement. Municipal Advisor fees are contingent upon the sale and delivery of the Series 2026 Bonds.

BOND RATINGS

[S&P Global Ratings is expected to assign its municipal bond rating of "___" to the Series 2026 Bonds with the understanding that upon delivery of the Series 2026 Bonds, the Policy guaranteeing the payment when due of the principal of and interest on the Series 2026 Bonds will be issued by [the Insurer]. See "BOND INSURANCE" above.] S&P and Fitch Ratings, Inc. ("Fitch") have assigned underlying municipal bond ratings of "A+" and "AA-," respectively, to the Series 2026 Bonds.

Such ratings assigned to the Series 2026 Bonds do not constitute a recommendation by the rating agencies to buy, sell or hold the Series 2026 Bonds. Such ratings reflect only the view of such organization delivering the same and any desired explanation of the significance of such ratings should be obtained from that rating agency. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies, and assumptions of its own.

There is no assurance that any rating assigned to the Series 2026 Bonds will be maintained for any period of time or that such rating may not be lowered or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward change or withdrawal of such rating may have an adverse effect on the market price of the Series 2026 Bonds.

CONTINUING DISCLOSURE

The City has undertaken for the benefit of the Owners and the beneficial owners of the Series 2026 Bonds to provide certain annual financial information and operating data and to provide notice of certain material events to certain repositories all in order to enable the Underwriter to make the determinations required by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). See "APPENDIX D—FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto and incorporated herein by reference for a form of the Continuing Disclosure Agreement that will be executed and delivered by the City.

[Missed filings]

A failure by the City to comply with the undertaking will not constitute a default under the Indenture and beneficial owners of the Series 2026 Bonds are limited to the remedies described in the Continuing Disclosure Agreement. A failure by the City to comply with the Continuing Disclosure Agreement must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2026 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2026 Bonds and their market price. See "APPENDIX D—FORM OF CONTINUING DISCLOSURE AGREEMENT" for the information to be provided, the events which will be noticed on an occurrence basis and the other terms of the Continuing Disclosure Agreement, including termination, amendment and remedies.

MISCELLANEOUS

Independent Accountants

The basic financial statements of the City as of June 30, 2024, and for the year then ended, contained in APPENDIX B to this Official Statement, have been audited by _____ ("Auditor"), independent auditors, as stated in their report included in APPENDIX A hereto. The Auditor has not been asked to consent to the use of its name and audited financial statements in this Official Statement or to perform any procedures in connection with the issuance of the Series 2026 Bonds.

Additional Information

All quotations contained herein from and summaries and explanations of the Utah Constitution, statutes, programs, laws of the State, court decisions, and the Indenture do not purport to be complete, and reference is made to said Constitution, statutes, programs, laws, court decisions, and the Indenture for full and complete statements of their respective provisions.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, is intended as such and not as representations of fact.

This Preliminary Official Statement is in a form "deemed final" by the City for purposes of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

The appendices attached hereto are an integral part of this Official Statement, and should be read in conjunction with the foregoing material.

The delivery of the Official Statement has been duly authorized by the City.

TOOELE CITY, UTAH

APPENDIX A

AUDITED BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

APPENDIX B

COPY OF THE GENERAL INDENTURE

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

City Recorder

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

APPENDIX F

PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2026 Bonds. The Series 2026 Bonds are to be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate is to be issued for each series of the Series 2026 Bonds, each in the aggregate principal amount of such series, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has S&P's rating of AA+. The DTC Rules applicable to its Direct Participants are on file with the Securities and Exchange Commission. Neither the City nor the Underwriter makes any representation about such information. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2026 Bonds under the DTC system must be made by or through Direct Participants, which are to receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2026 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2026 Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2026 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2026 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2026 Bonds may wish to ascertain

that the nominee holding the Series 2026 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2026 Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct or Indirect Participants to Beneficial Owners are to be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC nor its nominee, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the City. Under such circumstances, in the event that a successor depository is not obtained, Series 2026 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2026 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

[APPENDIX G

SPECIMEN MUNICIPAL BOND INSURANCE POLICY]

EXHIBIT E

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Section 11-14-316, Utah Code Annotated 1953, as amended, that on September 2, 2026, the City Council (the *"Council"*) of Tooele City, Utah (the *"City"*), adopted a resolution (the *"Resolution"*) in which it authorized and approved the issuance of its Sewer Revenue Bonds (the *"Bonds"*), in an aggregate principal amount of not to exceed $14,000,000 to bear interest at a rate or rates of not to exceed 5.50% per annum and to mature not later than 26 years from their date or dates and to be sold at a discount from par not to exceed 2.00%. The Bonds shall be subject to such optional and mandatory redemption and other provisions as are contained in the General Indenture of Trust, described below, and the final form of the Bonds and Supplemental Indenture, described below.

Pursuant to the Resolution, the Bonds are to be issued for the purpose of (a) financing all or a portion of the cost of improvements (the *"Project"*) to the City's sewage collection and treatment system (collectively, the *"System"*), (b) funding all or a portion of any necessary reserves in connection with the Bonds, and (c) paying all or a portion of the costs incurred in connection with the issuance and sale of the Bonds. The Bonds are to be issued and sold by the City pursuant to the Resolution and a General Indenture of Trust (the *"General Indenture"*), and a Supplemental Indenture (the *"Supplemental Indenture"*) that were before the Council and attached to the Resolution at the time of the adoption of the Resolution; *provided* that the principal amount, interest rate or rates, maturity and discount, if any, will not exceed the respective maximums described above.

The repayment of the Bonds will be secured by a pledge of the net revenues from the System (the *"Net Revenues"*).

The City currently has $_____ bonds currently outstanding that are secured by the Net Revenues. More detailed information relating to the City's outstanding bonds can be found in the City's most recent Comprehensive Annual Financial Report that is available on the Office of the Utah State Auditor's website (auditor.utah.gov). The estimated total cost to the City of the proposed Bonds that will be used to finance the costs of the Project, if the Bonds are held until maturity and based on estimated interest rates currently in effect, is $_____.

A copy of the Resolution (including the drafts of the Supplemental Indenture and a copy of the General Indenture attached to the Resolution) is on file in the office of the City Recorder at 90 North Main Street, in Tooele, Utah, where the Resolution may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. The Resolution shall be so available for inspection for a period of at least thirty (30) days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that, pursuant to law, for a period of thirty (30) days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the Resolution (including the Supplemental Indenture attached thereto) of the City or the Bonds authorized thereby or any provisions made for the security and payment of the Bonds.

After such time, no one shall have any cause of action to contest the regularity, formality or legality of the Resolution, the Bonds or any provisions made for their security and payment for any cause.

DATED September 2, 2026.

TOOELE CITY, UTAH

EXHIBIT F

TOOELE CITY, UTAH
NOTICE OF PUBLIC HEARING WITH RESPECT TO
SEWER REVENUE BONDS

PUBLIC NOTICE IS HEREBY GIVEN that the City Council (the *"Council"*) of Tooele City, Utah (the *"City"*), shall hold a public hearing to receive input from the public with respect to the issuance of its Sewer Revenue Bonds (the *"Bonds"*) to finance all or a portion of the cost of improvements (the *"Project"*) to the City's sewage collection and treatment system (collectively, the *"System"*) and the potential economic impact that the Project will have on the private sector, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the *"Act"*).

PURPOSE FOR ISSUING BONDS

The City intends to issue the Bonds for the purpose of (1) financing all or a portion of the costs of the acquisition, construction and improvement of the Project, (2) funding any necessary reserves and contingencies in connection with the Bonds, and (3) paying the costs incurred in connection with the issuance and sale of the Bonds.

MAXIMUM PRINCIPAL AMOUNT OF THE BONDS

The City intends to issue the Bonds in an aggregate principal amount not exceeding $14,000,000.

SEWER REVENUES PROPOSED TO BE PLEDGED

The City proposes to pledge to the payment of the Bonds the net revenues from the System (the *"Net Revenues"*).

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City will hold a public hearing during its City Council meeting that begins at 7:00 p.m. on September 16, 2026. The public hearing will be held at the regular meeting place of the Council at 90 North Main Street, in Tooele, Utah. All members of the public are invited to attend and participate in the public hearing. Written comments may be submitted to the City, to the attention of the City Recorder, prior to the public hearing.

PURPOSE FOR HEARING

The purpose of the hearing is to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the Project will have on the private sector.

DATED September 2, 2026.

TOOELE CITY, UTAH

TOOELE CITY CORPORATION

RESOLUTION 2026-64

A RESOLUTION OF THE TOOELE CITY COUNCIL DECLARING SURPLUS CERTAIN TECHNOLOGY-RELATED EQUIPMENT, AND AUTHORIZING ITS DISPOSAL

WHEREAS, the I.T. Department has identified a number of technology-related equipment items that are no longer capable of meeting Tooele City's technology needs (see list of equipment attached as Exhibit A); and,

WHEREAS, the City Administration implemented a written policy, effective December 6, 2022, for the disposal of surplus technology-related equipment (see policy attached as Exhibit B); and,

WHEREAS, it is in the City's interest to make full use of technology-related equipment and then to dispose of, pursuant to policy, whatever equipment no longer serves the public interest; and,

WHEREAS, wherever possible, the City disposes of technology-related equipment by recycling it with a reputable local recycling company to minimize waste and environmental contamination:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the equipment listed in Exhibit A is hereby declared surplus and authorized for disposal pursuant to the policy attached as Exhibit B.

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

(For) (Against)

_____ _____

ATTEST:

_____
Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matthew C. Johnson, City Attorney

Exhibit A

List of Surplus Equipment

Devices	Manufacturer	Model	S/N (IEMI for smartphones)	Wiped?	Notes
Smartphone	Samsung	Galaxy S20 FE	353173656226188	Yes	
Smartphone	Samsung	Galaxy S20 FE	353173656233432	Yes	
Smartphone	Samsung	Galaxy S20 FE	354630267687122	Yes	
Smartphone	Samsung	Galaxy S20 FE	394630367685357	Yes	
Smartphone	Samsung	Galaxy S9	353305096494824	Yes	
Smartphone	Samsung	Galaxy S9	353305096494667	Yes	
Smartphone	Samsung	Galaxy S9	353305097112128	Yes	
Smartphone	Samsung	Galaxy S9	353305096495029	Yes	
Smartphone	Samsung	Galaxy S9	353305096439399	Yes	
Smartphone	Samsung	Galaxy S9	353305096495102	Yes	
Smartphone	Samsung	Galaxy S9	353305096494964	Yes	
Smartphone	Samsung	Galaxy S9	353305096444811	Yes	
Smartphone	Samsung	Galaxy S9	353305096828088	Yes	
Smartphone	Samsung	Galaxy S9	353305096443185	Yes	
Smartphone	Samsung	Galaxy S10	351924104279365	Yes	
Smartphone	Samsung	Galaxy S10	358090102932588	Yes	
Smartphone	Samsung	Galaxy S10e	358628103426710	Yes	
Smartphone	Samsung	Galaxy S25 FE	352255650501012	Yes	
Smartphone	Samsung	Galaxy S21 FE	351844425774607	Yes	
Smartphone	Samsung	Galaxy S21 FE	351844422592093	Yes	
Smartphone	Samsung	Galaxy S21 FE	351844421944683	Yes	
Smartphone	Samsung	Galaxy S21 FE	351844427531047	Yes	
Smartphone	Samsung	Galaxy S21 FE	351844421069440	Yes	
Smartphone	Samsung	Galaxy S21 FE	353717345867040	Yes	
Smartphone	Samsung	Galaxy S21 FE	353717345867040	Yes	
Smartphone	Samsung	Galaxy S21 FE	351844425240963	Yes	
Smartphone	Samsung	Galaxy S21 FE	351844422567566	Yes	
Smartphone	Samsung	Galaxy S21 FE	351844425761828	Yes	
Smartphone	Samsung	Galaxy S20 FE	353173656237862	Yes	
Smartphone	Samsung	Galaxy S20 FE	354630367692247	Yes	
Smartphone	Samsung	Galaxy S20 FE	353173656225370	Yes	
Printer	HP	Laserjet M479fdw	MXBCMCC2HN	N/A	
Desktop	Dell	Optiplex 5000	GGKHPR3	Yes	PW11
Desktop	Dell	Optiplex 3060	5D597X2	Yes	PW06
Desktop	Dell	Optiplex	3MNQN7Y3	Yes	IS22
Yealink	Conference Phone	CP960	8800218072501010	N/A	
Yealink	Conference Phone	CP960	8800218052501090	N/A	
Printer	HP	Laserjet m521dn	CNCNKK646HP	N/A	
UPS	APC	Back-UPS 850	BE850M2	N/A	
Laptop/Tablet	Microsoft	Surface Pro 7	017407202053	Yes	
CCTV Power Supply	Altronix	ALTV2416300UL	N/A	N/A	
Firewall	Sonicwall	NSA 2650	18B169907AC0	N/A	
Firewall	Sonicwall	NSA 2650	2CB8ED15E0C0	N/A	
Switch	Juniper	EX2300-C	HV3623280692	N/A	
Switch	Juniper	EX2300-C	HV3623192499	N/A	
Switch	HP	Procurve 2824	SG617SJ08R	N/A	
Switch	HP	Procurve 2824	SG632SJ05T	N/A	
Switch	HP	Procurve 2824	SG817SJ4CQ	N/A	
Switch	HP	Procurve 2824	SG817SJ4AD	N/A	
Server	HP	ProLiant DL360	MXQ73707B7	Yes	TCVIRT7
Server	Dell	PowerEdge R640	30S3KD3	Yes	TCVIRT9
Server	Dell	PowerEdge R640	391F3W2	Yes	TCVIRT8
Server	HP	ProLiant DL360	USE738NFVH	Yes	TCUTILITY2
Server	iPrism	iPrism 75G	71120	Yes	iPrism
Converter	Blackmagicdesign	UpDownCross HD	6492391	N/A	
UPS Battery	APC	APCRBC117	5A2237T12735	N/A	
Server Rack UPS	APC	SMX3000RMLV2UNC	AS1543231506	N/A	PDUPS2
UPS Battery	APC	911-0028F	7A1642L32023	N/A	
Server Rack UPS	APC	SMT3000R2X145	C116552180215	N/A	
UPS Battery	APC	APCRBC118	7A1902L78559	N/A	
UPS Battery	APC	APRRBC118	7A1840L55815	N/A	

Server Rack UPS	APC	SMX120RMBP2U	7A1551L05932	N/A
Server	HP	MSA250	7CE808M209	Yes
Music Box	Wegener Communications	Encompass LE	117541	N/A
UPS	APC	Smart UPS 1000	AS1102222875	N/A
UPS Battery	APC	RBC43	7A1347L06573	N/A
Server Rack UPS	APC	SUA3000RM2U	JS0807014413	N/A

Exhibit B

Disposal of Surplus
Technology-Related Equipment Policy

IT Surplus Policy

1. As departments purchase new technology to meet their needs, equipment and/or items (surplus) that are no longer needed will be given to the Information Technology (IT) Department.
2. The IT Department will retain the surplus items for:
    a. Tier 1 items: Desktops, laptops, tablets, smart phones, networking equipment, servers, or any other items that may contain city data will be stored for 3 months in case data needs to be retrieved.
    b. Tier 2 items: Monitors, cameras and similar hardware will be stored for 1 month.
    c. Tier 3 items: Keyboards, mice, speakers, other misc. hardware, software and other items worth less than $100 will not be stored unless requested.
3. The IT Department will keep a list of Tier 1 and 2 items to be disposed (after parts have been salvaged), by item description, model, serial numbers and whether data has been removed from the device or not (if applicable).
4. Tier 3 items will be removed from inventory upon receipt by IT and can be disposed of immediately unless requested otherwise.
5. Once the retention period has passed, the IT Department will determine if there are parts that can be salvaged from the surplus and remove those for use elsewhere.
6. The completed list of Tier 1 and 2 items will be taken to the City Council by Resolution to be officially declared as surplus, along with a recommendation for the desired method of disposal.
7. Surplus items do not need to be presented to the City Council individually, rather a listing of multiple items and types may be taken at the same time to the City Council to be declared surplus through a single resolution.
8. If several devices of the same type are on the list, such as multiple bad UPS devices, a quantity will be acceptable instead of recording each individually. This excludes any tier 1 items.
9. Surplus property will be disposed of according to the method declared in the resolution.
10. After city council approves the surplus resolution the IT Department will erase all data contained in the equipment/item(s) and dispose of according to the following:
    a. If the items are deemed unusable, if it previously contained sensitive data, or if their worth is determined to be under $100, they may be disposed of.
    b. If equipment/items are to be sold:
        i. Items will first be made available to local government agencies.
        ii. The sale of surplus equipment/items will be properly noticed to the public according to city policy.
        iii. Items will be sold at public auction, with the proceeds going to Tooele City Finance.
        iv. May be donated to non-profit agencies.
    c. If the equipment/items are to be donated:
        i. The donation of surplus equipment/items will be properly recorded.
        ii. Equipment/items will be donated as is to another state agency or non-profit agency with a written agreement between the two entities

iii. If equipment/items are to be recycled, the equipment/items will be recycled through a local recycling center or a center near and economically feasible to the city.

11. Any proceeds from the sale or recycling of surplus will be returned to the Tooele City Finance Department.
12. IT will retain records of surplus disposal for 3 years.
13. At no time will any equipment/item(s) be given to an employee, unless an employee is the highest bidder in the sale process listed in Item #10(3) above. Notwithstanding the previous statement, at no time may a member of the IT Department, or any other employee involved in the decision-making process that declared the property as surplus, bid for or repurchase equipment that was declared surplus by the Department.

TOOELE CITY CORPORATION

RESOLUTION 2026-68

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE TOOELE CITY PURCHASING AGENT TO DISPOSE OF SURPLUS PERSONAL PROPERTY (PUBLIC WORKS DEPARTMENT)

WHEREAS, Section VI of the Tooele City Purchasing Policy, Guidelines, and Procedure ("Policy")[1] provides that "When goods are deemed surplus, outdated, or no longer needed by a department, and are valued at $100 or more, the Purchasing Agent will recommend the transfer or disposal of the goods. If the Purchasing Agent is recommending disposal, he/she will present a list of all goods valued at $100 or more to the City Council for approval of disposal"; and,

WHEREAS, Policy Section XI(17) defines "goods" to mean "supplies, materials, equipment, wares, merchandise, and similar items"; and,

WHEREAS, the Public Works Department is in possession of goods ("Goods"), a storage conex, detailed more fully and enumerated in the attached Exhibit A, and requests the assistance of the Purchasing Agent to dispose of those Goods by resolution presented to the City Council; and,

WHEREAS, the Goods are not evidence in a criminal prosecution, disposed of under UCA Chapter 77-11c, and are not lost or mislaid property in the possession of the police department, disposed of under UCA Chapter 77-11d:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby declares the Goods enumerated in the attached Exhibit A to be surplus to the needs of Tooele City and hereby authorizes the Purchasing Agent and the City Administration to dispose of the goods through a qualified recycling service provider.

This Resolution shall take effect upon passage.

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

[1] Adopted by Ordinance 2022-27 on August 3, 2022.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING:_____

MAYOR OF TOOELE CITY

(For) (Against)

_____ _____

ATTEST:

_____
Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matthew C. Johnson, City Attorney

Exhibit A

List of Surplus Goods

(1) Storage Conex

TOOELE CITY CORPORATION 08/20/26

FISCAL NOTE TO PROPOSED EXPENDITURE

DESCRIPTION OF EXPENDITURE: **VENDOR:** TOOELE CITY ARTS COUNCIL V# 06300

FY27 TOOELE CITY ARTS COUNCIL CONTRIBUTION

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
CONTRIBUTION TO ARTS COUNCIL	21 4511 921000	275,000.00	0.00	275,000.00	0.00
					0.00
					0.00
TOTAL:				275,000.00	

REQUESTED Paula Lee
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

TOOELE CITY ARTS COUNCIL

255 S. 100 E.
Tooele, UT 84074
435-830-2458
info@tooelecityartscouncil.com
www.tooelecityartscouncil.org

V # 06300

August 20, 2026

Shannon Wimmer
Tooele City Finance Director
90 N. Main St
Tooele, Ut 84074

RE: REQUEST FOR 2026 – 2027 TOOELE CITY ARTS COUNCIL FUNDS

Dear Shannon Wimmer,

Thank you for the continued support and funding for the Tooele City Arts Council. It allows us to provide many engaging and creative events and programs for the citizens of Tooele through art classes, concerts, films, theater and more. The Tooele City Arts Council is appreciative of the funding this year in the approved amount of $275,000. Please allow this letter to serve as a request for those funds. Thank you again for your support.

Sincerely,

Tooele City Arts Council Board
(Administrator, Cade Fuhriman)

BOARD MEMBERS
Pamela Giles
Matt Flygare
Dave McCall
Jon Gossett
Holly Tippetts
Rebecca Rockwell
Leslie Dean
Michelle Boekweg
Braxton Roberts
Denece Hall
Cherie Crapo

TOOELE CITY CORPORATION 08/24/26
FISCAL NOTE TO PROPOSED EXPENDITURE

DESCRIPTION OF EXPENDITURE: **VENDOR:** TURF EQUIPMENT & IRRIGATION V# 12225

DEEP TINE AERATOR TERRA SPIKE XF 6 - GOLF

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
MACHINERY & EQUIPMENT - GOLF	41 4620 741200	70,000.00	5,183.00	68,480.64	(3,663.64)
					0.00
					0.00
TOTAL:				68,480.64	

***Will need an adjustment for GPS system**

REQUESTED Ed Darwin Cook
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

TURF EQUIPMENT & IRRIGATION INC
1630 South Gladiola Street
Salt Lake City, UT 84104
801-566-3256 fax 801-566-5889

1st products · Wiedenmann North America LLC · TORO · FOLEY UNITED · TURFCO · TRU-TURF

QUOTE

Customer

Name: Oquirrh Hills GC
Attn: Brian Roth
Phone: State: ZIP:
Fax:

Date 7/30/2026
Page No. 1
Sales Rep **Sean Rivera**
Exp Date 30 Days

Qty	Description	Unit Price	TOTAL
	Wiedenmann		
1	Terra Spike XF 6	$63,859.32	$63,859.32
1	Hydraulic Depth Adjustment	$4,621.32	$4,621.32

VENDOR #
P.O. #
DEPT. # 41.4620.741200
DATE 8.20.26
AMOUNT $68,480.64
SIGNATURE

Deep Tine Aerator for golf course

Adding new equipment

elivery charges.
dditional 3% Fee
cluded.

Comme

SubTotal	$68,480.64
Shipping & Handling	
Sales Tax	
TOTAL	**$68,480.64**

Sales Rep Signature:

Sean Rivera

Division Manager Signature:

Dave Jeffries

TOOELE CITY CORPORATION 08/24/26
FISCAL NOTE TO PROPOSED EXPENDITURE

DESCRIPTION OF EXPENDITURE: **VENDOR:** WHEELER V# 12068

2026 MINI X CAT 304 C3 TAQ EXCAVATOR SER# An408167

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
MACHINERY & EQUIPMENT	41 4620 741000	258,000.00	8,965.00	85,430.00	163,605.00
					0.00
					0.00
				85,430.00	

REQUESTED K. Darwin Cook
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

153390-02

August 19, 2026

TOOELE CITY CORP

PO BOX 89
TOOELE, UT84074

Attention: Scott VonHatten

Machine pictured may not reflect specifications quoted.

Scott Vonhatten,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 304 C3 TAQ Excavators with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: BCP05160 **SERIAL NUMBER:** An408167 **YEAR:** 2026 **SMU:**

Thank you for your interest in Wheeler Machinery and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Trevor Shuman
Machine Sales Representative
tshuman@wheelercat.com
801-209-1882

VENDOR # 12068?
P.O. #
DEPT. # 41-4620-741000
DATE 8-20-26
AMOUNT $85,430.00
SIGNATURE

One (1) New Caterpillar Model: 304 C3 TAQ Excavators with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Cat C1.7T diesel engine --U.S. EPA tier 4 final --EU stage V --ISO 9249/EEC 80/1270 --Rated net power 34.1kW --2,400 rpm - ISO 9249/EEC 80/1269 --Electronic engine, turbo, DOC (diesel -oxidation catalyst) -Automatic engine idle -Automatic engine shut-off -Automatic swing brake -Automatic two speed travel -Fuel and water separator with indicator -Radial seal, double element air filter -with restrictions indicator -

HYDRAULICS -Smart tech electronic pump -Variable displacement piston pump -Load sensing & flow sharing hydraulics -Power on demand -Hydraulic temperature monitoring -Accumulator - certified

ELECTRICAL -12 volt electrical system -85 ampere alternator -650 CCA maintenance free battery -Battery disconnect -Circuit breaker -Ignition key stop switch -Signalling/warning horn -Work lights --Cab, boom left --Courtesy safety light.

OPERATOR ENVIRONMENT -Operator sound pressure 72 dB(A) ISO6396 -Integrated lower front window -Rear window emergency exit -12V power socket -Ergonomic joystick control levers -Adjustable wrist rests -Pattern changer -Color LCD monitor --Fuel level, coolant temperature and -warning indicator --Maintenance and machine monitoring --Performance & machine adjustments --Numeric security code --Multiple languages --Hour meter --Jog dial control interface -Coat hook -Cup holder -Hydraulic lockout controls -Literature holder -Molded footrests -Removable washable floormat -Retractable fluorescent "high -visibility" seat belt -Travel control pedals with hand levers -Utility space for mobile phone -skylight -mounting bosses for top & front guards

OTHER STANDARD EQUIPMENT -Cat key with passcode option -Locks on external enclosure doors -Lockable fuel cap -Beacon socket -Ecology drain - engine oil -Side by side engine & hydraulic -oil cooler -Stick steer mode -Cruise control mode -Power on demand -Rear reflectors -Roll-over protective structure (ROPS) -(ISO 12117-2) -Product Link PL243 (regulations apply) -Auxiliary hydraulic lines --1-way and 2-way (combined function) --Auxiliary line quick disconnects --Adjustable auxiliary flow --Continuous flow --Adjustable auxiliary relief -Thumb ready stick -

MACHINE SPECIFICATIONS

304 07A MHE DCA4C	660-9501	ALARM, TRAVEL	579-8852
MIRROR, CAB, RIGHT	428-7870	ELECTRICAL ARR, C1.7 HRC	579-8858
BELT, SEAT, 3" RETRACTABLE	510-6085	LIGHTS, LED	579-8868
BELT AS-SEAT	595-1980	MONITOR NEXT GEN, CAMERA READY	579-8876
WATER JACKET HEATER, 120V	519-8302	LINES, STICK	584-3655
CAT KEY, WITH PASSCODE OPTION	522-6460	LINKAGE BUCKET W/LIFTING EYE	584-4307
FILM-KEY SWITCH	218-0651	CONTROL, QC, 3 LINE	584-4312
SWITCH AS-START	467-8535	LINES, QC, LNG STK, 3 LINE	586-0420
BOOM, SWING	542-6668	COUNTERWEIGHT, EXTRA, 500LBS	586-1369
LINES, BOOM	542-6682	INSTRUCTIONS, ANSI	595-7029
CAB, WITH HEAT AND A/C	542-6690	HYDRAULIC OIL	595-9912
TRACK, 14", RUBBER BELT	542-6699	STICK, LONG, 1- AUX, ANGLE BLD	596-7607
FILM, INC. CANADA	552-5984	BLADE, ANGLE, BOCE	597-0754
SOFTWARE, PROPORTIONAL CONTROL	557-1709	ENGINE, EPA TIER 4 FINAL	611-2420
SOFTWARE, STICK STEER CONTROL	557-1710	LANE 2 ORDER	0P-9002
SOFTWARE, 2 WAY CONTROL	557-1711	SERIALIZED TECHNICAL MEDIA KIT	421-8926
SOFTWARE, CODED START	557-1713	PACKING, LAST MILE PROGRAM	0P-4299
304 07A MINI EXCAVATOR	577-9914	INTEGRATED RADIO V2	639-4462
UNDERCARRIAGE AR	542-6655	PRODUCT LINK, CELLULAR PL243	628-8005
HYDRAULIC OIL, STD	577-9915	BUCKET, 24"	464-9902
HYDRAULIC AR	577-9916	QUICK COUPLER	485-5300
FILM GP-QR	624-4514	THUMB	452-2740

LIST PRICE	$103,922.00
STATE CONTRACT MA4806 DISCOUNT	**($29,427.00)**
AFTER DISCOUNT BALANCE	**$75,495.00**
388-9663 BUCKET-GRADING,47", 8.1 FT3,3T	**$1,300.00**
532-9106 HAMMER, B6	**$8,635.00**
TOTAL SELL	**$85,430.00**

WARRANTY & COVERAGE

Standard Warranty: 2 Year / 2000 Hour Premier

F.O.B/TERMS:

SLC

City Council Work Meeting Minutes

Date: August 5, 2026
Time: 5:30 p.m.
Place: Tooele City Hall Council Chambers
90 North Main Street, Tooele City, Utah

Council Members Present
Justin Brady
Dave McCall
Ed Hansen (via Phone)
Melodi Gochis
Jon Gossett

Staff Present
Maresa Manzione, Mayor
Matthew Johnson, City Attorney
Nathan Farrer, Public Works Director
Darwin Cook, Parks and Recreation Director
Adrian Day, Police Chief
Paul Hansen, City Engineer
Andrew Aagard, Community Development Director
Shannon Wimmer, Finance Director
Shilo Baker, City Recorder
Clarissa Pankratz, Deputy City Recorder
Teresa Young, Clerk/Minute Composition

Minutes Prepared by Teresa Young

1. **Open City Council Meeting**

   Chairman Brady called the meeting to order at 5:32 p.m. The meeting began slightly later than scheduled due to technical issues.

2. **Roll Call**

   Jon Gossett, Present
   Melodi Gochis, Present
   Dave McCall, Present
   Ed Hansen, Present (via Phone)
   Justin Brady, Present

3. **Mayor's Report**

   Mayor Manzione reported that a change of command has taken place at the Tooele Army Depot, welcoming Colonel Fortune as the new commander, with additional leadership changes expected soon at Dugway Proving Ground. She also provided an update on ongoing meetings with UDOT regarding the Mid Valley Highway and the City's corridor access agreement, noting that the City is working to address challenges and pursue the best outcome for Tooele City.

DRAFT

The Mayor shared that the Tooele Senior Center has become the first "Center of Kindness" and recently celebrated the designation with a community event attended by hundreds of people, including representatives from the Semnani Foundation.

Finally, Mayor Manzione reported on a pre-disaster mitigation planning meeting with Tooele County and state officials. She noted that public surveys will be released in the near future through Tooele County Emergency Management to assist with updating the countywide disaster mitigation plan, in which Tooele City will participate.

4. **Council Members' Report**

Councilman McCall reported that he attended the Tooele Senior Center's "Center of Kindness" celebration and echoed the Mayor's positive remarks about the event. He had no additional items to report.

Councilman Hansen indicated that he would defer his report until the next meeting, when he would be attending in person.

Councilwoman Gochis reported that she attended the Tooele Army Depot Change of Command Ceremony and welcomed Colonel Fortune and his family to the community. She also attended an RDA Executive Board meeting and toured the City's Water Reclamation Facility, expressing appreciation to Water Reclamation Supervisor Troy Meyer and staff for their work processing millions of gallons of wastewater daily and noting the recent headworks building upgrade and future improvements. Additionally, Councilwoman Gochis attended Flock training and spokesperson training with the Tooele City Police Department, met with Mayor Manzione, and participated in the Tooele County Growth Summit at Tooele Technical College regarding the Nuclear Lifecycle Campus.

Councilman Gossett reported that he met with Mayor Manzione and toured the Water Reclamation Facility with Nathan Farrer. He expressed appreciation for the tour and highlighted the complexity and importance of the work performed at the facility to manage the City's wastewater. He also mentioned attending an additional meeting but did not have further details to report.

Chairman Brady reported that he attended several of the same meetings and activities as previously discussed, including a tour of the Water Reclamation Facility. He noted that the tour provided valuable firsthand insight into the City's operations and upcoming challenges, expressing confidence in the City's ability to address future needs. He also highlighted the weekly staff meetings with the Mayor and commended City staff for their dedication, ideas, and commitment to the community.

5. **Discussion Items**

   a. **Fee Schedule Discussion (Records and Police Department)**
      Presented by Matt Johnson

Mr. Johnson provided an update regarding potential revisions to the City's Government Records Access and Management Act (GRAMA) fee schedule. Staff, including the City Recorder's Office and Police Department, have reviewed the current fee structure and determined that while it

DRAFT

complies with state law, it may not fully account for the City's actual costs associated with responding to increasingly complex records requests.

Mr. Johnson explained that the primary costs are no longer related to paper copies but are associated with staff time required to compile electronic records, separate protected or private information, and complete necessary redactions. Proposed changes may include fees for redaction and an hourly compilation fee consistent with state law, while maintaining flexibility for the Records Officer to waive or adjust fees when appropriate.

Mr. Johnson emphasized that the intent is not to generate revenue but to ensure the City can recover reasonable costs associated with processing records requests. Council acknowledged that GRAMA requests, particularly those involving police records, are becoming more time-consuming and supported ensuring the City's costs are appropriately covered.

b. Discussion on Data Centers in Toole City and Whether City Ordinances Should Be Amended to Appropriately Respond to these Potential Uses

Presented by Andrew Aagard

Mr. Aagard presented a work session discussion regarding data centers and the need to update Tooele City's development code to address this emerging land use. He explained that the City's current zoning ordinance neither defines nor regulates data centers. Because the City's code is permissive, data centers are not currently allowed; however, Mr. Aagard noted that broadly defined uses, such as research facilities or warehouses, could potentially be interpreted to allow them. He stated that one of his responsibilities is to identify deficiencies in the development code and recommend updates as technology and land uses evolve.

Mr. Aagard explained that while data centers have existed for many years, demand has grown rapidly due to cloud computing, smartphones, streaming services, and especially artificial intelligence. He described the different types of data centers, ranging from small modular facilities to large hyperscale campuses operated by companies such as Meta, Google, Microsoft, and Amazon. He noted that the inquiries received by Tooele City have primarily involved smaller modular facilities or conversions of existing buildings rather than large campus-style developments.

As part of his research, Mr. Aagard outlined both the benefits and challenges of data centers. He explained that they can provide significant construction activity and tax revenue but require substantial amounts of electricity, water, and land while creating relatively few permanent jobs once operational. He noted that enterprise-scale facilities may use between 300,000 and 500,000 gallons of water per day, while some hyperscale facilities can require several million gallons daily, making water use a significant concern for Tooele City.

Mr. Aagard also reviewed how other Utah communities regulate data centers. He found that most cities have limited regulations, with some permitting them only in specific industrial zones and requiring standards such as increased setbacks, closed-loop cooling systems, or on-site power generation. Other cities have little or no specific regulation because data centers remain a relatively new and rapidly evolving land use. He also

DRAFT

distinguished the challenges faced by counties, which often have significantly more land and different utility responsibilities than municipalities.

Mr. Aagard presented several options for Council's consideration, including leaving the code unchanged, clarifying existing definitions to prevent data centers from qualifying under other land uses, permitting them only within designated industrial zones with specific development standards, creating a dedicated industrial zoning district for data centers, or adopting a comprehensive ordinance. He noted that a detailed ordinance would likely require assistance from a specialized consultant.

Council members expressed appreciation for the presentation and agreed that additional research was needed before making policy decisions. Councilwoman Gochis expressed interest in touring an operating data center to better understand the facilities, and Mr. Aagard indicated he would also like to participate.

Chairman Brady asked how the City could limit water and power consumption if data centers were ever permitted. Mr. Aagard responded that the City could potentially restrict the size of facilities, limit them to modular developments or existing buildings, and require closed-loop cooling systems, but acknowledged that directly limiting water usage would be difficult. Public Works Director Nathan Farrer added that while closed-loop cooling systems significantly reduce water consumption, they still require periodic discharge and replacement of water. He explained that the discharge process could create challenges for the City's wastewater treatment system, particularly because cooling systems often contain additives and eventually require large volumes of water to be replaced.

Council members also discussed the possibility of preventing data centers from being approved through broad land use definitions. Chairman Brady referenced previous code amendments related to battery storage facilities and asked whether similar clarifications should be made for warehouses and research facilities. Mr. Aagard recommended amending those definitions to eliminate potential loopholes while preserving the City's ability to evaluate future policy options.

Council members discussed the balance between protecting community resources and preserving future economic opportunities. Chairman Brady noted that data centers could provide significant tax revenue, potentially reducing future tax burdens on residents, but emphasized that any proposal would need strong protections for water, power, and other community resources. Councilman McCall suggested the City should continue studying the issue before making a permanent decision and noted that future technologies or the use of non-potable water could change the discussion. Councilman Gossett agreed that technology is evolving rapidly and supported leaving the code unchanged while the City gathers more information.

Mr. Aagard suggested a measured approach by leaving data centers unlisted in the zoning code while amending the definitions of warehouses and research facilities to ensure they could not be approved through unintended interpretations. Council members expressed support for continuing research, considering a facility tour, and holding additional discussions before deciding whether to develop specific regulations for data centers.

DRAFT

The discussion concluded with agreement that staff would continue researching the issue and return to the Council with additional information and possible code amendments to clarify existing land use definitions. Chairman Brady emphasized the City's commitment to conducting the discussion in an open public forum so residents can understand the Council's deliberations and participate in any future public hearings if ordinance changes are proposed.

c. Demonstration Garden

Presented by Nathan Farrer

Mr. Farrer presented plans for a new pollinator demonstration garden made possible through a grant from the Utah Department of Agriculture and Food's Pollinator Habitat Program. The City was awarded 50 planting kits, totaling approximately 1,600 native plants, to create a demonstration landscape that supports pollinators while showcasing water-wise, native landscaping.

Mr. Farrer explained that the project will transform an underutilized City-owned water storage tank site near the West Meadow subdivision into a community amenity featuring native plants, walking paths, and gathering areas. The demonstration garden is intended to educate residents about drought-tolerant landscaping, provide habitat for bees, butterflies, hummingbirds, and other pollinators, and reduce long-term water use by replacing weeds and unused open space with native vegetation.

The landscape concept was developed by Community Development Director Andrew Aagard and will incorporate a variety of native Utah plants available through the grant, supplemented with additional species as needed. Mr. Farrer noted that the City has already received interest from local Scout troops and City employees to assist with the project and plans to recruit additional volunteers through JustServe and other community organizations.

Council members asked about irrigation and construction plans. Mr. Farrer confirmed that a drip irrigation system will be installed to efficiently establish the plants while minimizing water use. He also explained that the City is considering natural walking paths using mulch, rock, or other permeable materials rather than concrete to better complement the landscape and discourage bicycle traffic through the garden.

The plants are scheduled to be picked up in September, with installation anticipated shortly thereafter and a ribbon-cutting planned later in the fall. Mr. Farrer stated that the City hopes this project will serve as a model for converting other underutilized City-owned properties into attractive, water-efficient public spaces through future grant opportunities.

6. **Closed Meeting**

~ Litigation, Property Acquisition, and/or Personnel

Chairman Brady advised that there was a need for a closed meeting.

Motion: Councilwoman Gochis made a motion to proceed into a closed meeting. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye";

Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; Councilman Hansen, "Aye"; and Chairman Brady, "Aye". Motion passed.

The public meeting recessed at 6:32 p.m. The Council reconvened for the Closed Meeting in the Large Conference Room.

Chairman Brady called the closed meeting to order at 6:36 p.m.

Roll Call: Councilman Jon Gossett, Councilman Dave McCall, Councilwoman Melodi Gochis, Councilman Ed Hansen (via Phone), and Councilman Justin Brady.

Also, in attendance: Mayor Maresa Manzione; Matt Johnson, City Attorney; Shilo Baker, City Recorder; Adrian Day, Police Chief; Nathan Farrer, Public Works Director; Paul Hansen, City Engineer; Darwin Cook, Parks & Recreation Director; Andrew Aagard, Community Development Director; and Shannon Wimmer, Finance Director.

Chairman Brady recessed the closed meeting at 6:54 p.m. to reconvene at the conclusion of the City Council Business Meeting.

Chairman Brady called the reconvened the Closed Meeting and called to order at 7:43 p.m.

Roll Call: Councilman Jon Gossett, Councilman Dave McCall, Councilwoman Melodi Gochis, Councilman Ed Hansen (via Phone), and Councilman Justin Brady.

Also, in attendance: Mayor Maresa Manzione; Matt Johnson, City Attorney; Shilo Baker, City Recorder; Adrian Day, Police Chief; Nathan Farrer, Public Works Director; Paul Hansen, City Engineer; Darwin Cook, Parks & Recreation Director; Andrew Aagard, Community Development Director; and Shannon Wimmer, Finance Director.

No minutes were taken on these items.

7. **Adjourn**

Upon conclusion of the Closed Meeting, Chairman Brady adjourned the meeting at 8:53 p.m.

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

Approved this ____ day of August, 2026

_____

Justin Brady, City Council Chair

DRAFT

City Council &Tooele City Water Special Service District
Business Meeting Minutes

Date: August 5, 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 (via Phone)
Jon Gossett
Melodi Gochis
Dave McCall

Staff Present:
Maresa Manzione, Mayor
Matthew Johnson, City Attorney
Nathan Farrer, Public Works Director
Darwin Cook, Parks and Recreation Director
Adrian Day, Police Chief
Paul Hansen, City Engineer
Andrew Aagard, Community Development Director
Shannon Wimmer, Finance Director
Shilo Baker, City Recorder
Clarissa Pankratz, Deputy City Recorder
Teresa Young, Clerk/Minute Composition

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**

   Chairman Brady opened the public meeting at 7:00 p.m. and led the Pledge of Allegiance

2. **Roll Call**

   Jon Gossett, Present
   Melodi Gochis, Present
   Ed Hansen, Present (via Phone)
   Dave McCall, Present
   Justin Brady, Present

3. **America250 Tribute – Tooele Elks Lodge 1673**
   Presented by Maresa Manzione, Mayor

   Mayor Manzione presented the City's America 250 Tribute in recognition of the Tooele Elks Lodge for its longstanding service and charitable contributions to the community. She highlighted the organization's many community partnerships and programs, including support for the Veterans Memorial Park, Memorial Day and Flag Day ceremonies, Fourth of July activities, scholarships, youth programs, senior

DRAFT

services, holiday assistance for families, cancer fundraising efforts, and donations to local recreation programs. She also recognized Camp Wapiti for providing summer camp opportunities for youth facing medical and personal challenges. In appreciation of the Elks' continued commitment to serving the community since 1945, Mayor Manzione presented representatives of the Tooele Elks Lodge with a commemorative plaque, followed by a group photo with the City Council.

4. **Public Comment Period**

Chairman Brady opened the public hearing at 7:05 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:06 p.m.

5. **Resolution 2026-52 A Resolution of the Tooele City Council Approving a Water Certificate and Land Donation Agreement with OKOA Capital, LLC, Tooele 90, LLC, and the Tooele City Water Special Service District for the Acceptance of Approximately 177.9 Acres of Real Property and Regulation of 161.0 Acre-Feet of Water Rights Credits**
Presented by Matthew Johnson, City Attorney

Mr. Johnson presented Resolution 2026-52, approving an agreement among Tooele City, the Tooele City Water Special Service District, OKOA Capital, and Tooele 90 regarding a property near One O'Clock Hill. The agreement transfers ownership of the property to the City for recreational, municipal, or other public purposes while allowing the associated water right credits to be reassigned for development within the city. A portion of the water rights must be used in designated priority infill areas to encourage development where infrastructure already exists. Mr. Johnson stated that the agreement provides a mutually beneficial solution for all parties and noted that the developer worked collaboratively with the City to reach the proposed arrangement.

Motion: Councilman Gossett moved to approve Resolution 2026-52 A Resolution of the Tooele City Council Approving a Water Certificate and Land Donation Agreement with OKOA Capital, LLC, Tooele 90, LLC, and the Tooele City Water Special Service District for the Acceptance of Approximately 177.9 Acres of Real Property and Regulation of 161.0 Acre-Feet of Water Rights Credits. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

Mayor Manzione expressed appreciation to the representatives of Okoa Capital for working collaboratively with the City to resolve a challenging situation. The Mayor noted that the agreement represents a positive outcome for all parties by preserving open space, directing a portion of the associated water rights to priority infill areas, and addressing previous community concerns about development at the site. She stated that the agreement will provide lasting benefits to the City.

6. **Resolution 2026-53 A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Judge Netting Mountain West for the Installation of Golf Course Netting on Seventeen Newly Installed Wooden Poles at Oquirrh Hills Golf Course**
Presented by Darwin Cook, Parks and Recreation Director

Mr. Cook presented Resolution 2026-53 to ratify the previously approved contract with Judge Netting for replacement of the golf course driving range netting. He explained that high winds in February destroyed the east side of the driving range, and the City's insurance will cover a portion of the repair costs. The City separately purchased replacement poles and contracted with Rocky Mountain Power for their

installation. Following a competitive bid process, Judge Netting submitted the sole bid in the amount of $92,930. The vendor has already completed site measurements and will manufacture a custom net designed specifically for the installed poles. Mr. Cook stated that fabrication will take approximately four weeks, with installation planned for early September and the goal of reopening the driving range by Labor Day weekend.

Motion: Council McCall moved to approve Resolution 2026-53 A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Judge Netting Mountain West for the Installation of Golf Course Netting on Seventeen Newly Installed Wooden Poles at Oquirrh Hills Golf Course. Councilman Gossett seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

7. **Resolution 2026-54 A Resolution of the Tooele City Council Approving an Agreement with LensLock, Inc. for Police Cameras, Video Systems, Cloud Storage, Software, and Related Services**
   Presented by Adrian Day, Police Chief

Chief Day presented a proposal to upgrade the Police Department's body-worn camera system by entering into a new five-year contract. The Chief explained that while issues with lost recordings under the current system have been resolved, the department's primary concern has been limited battery life during 12-hour shifts. The upgraded cameras feature dual batteries that allow continuous recording while a battery is replaced and charged, improving reliability in the field. The new agreement would increase the annual cost from approximately $47,000 to $55,817 while also providing additional cameras. Chief Day noted that the program is currently funded through state alcohol funds and grants rather than the department's operating budget and that continued grant funding is anticipated for body-worn cameras.

Motion: Councilwoman Gochis moved to approve Resolution 2026-54 A Resolution of the Tooele City Council Approving an Agreement with LensLock, Inc. for Police Cameras, Video Systems, Cloud Storage, Software, and Related Services. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

8. **Resolution 2026-56 A Resolution of the Tooele City Council Approving an Agreement with Holbrook Asphalt Company for the Application of HA5 High Density Mineral Bond Pavement Preservation Treatment to Select Tooele City Streets**
   Presented by Nathan Farrer, Public Works Director

Mr. Farrer presented an amendment to the City's roadway preservation project to expand the scope of work. He explained that the original project was intended to preserve approximately 1.2 million square feet of roadway and that available budget funds, along with a discounted opportunity to test a new rubberized chip seal technology, made it possible to improve additional roadways. The expanded project will include roads near Smith's Marketplace, including 2400 South, and will increase the total project cost to $677,032. The additional funding will be covered through a budget adjustment from Road C funds. Mr. Farrer stated that the new material has performed well in other communities and provides an opportunity for the City to evaluate its long-term effectiveness at a reduced cost.

Motion: Councilman Gossett moved to approve Resolution 2026-56 A Resolution of the Tooele City Council Approving an Agreement with Holbrook Asphalt Company for the Application of HA5 High Density Mineral Bond Pavement Preservation Treatment to Select Tooele City Streets with an

updated amount of $685,977.32. Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

9. **Resolution 2026-57 A Resolution of the Tooele City Council Approving an Agreement with Broken Arrow, Inc., for the Installation of Three Pavilions at Wigwam Park**
Presented by Darwin Cook, Parks and Recreation Director

Mr. Cook presented a contract for the installation of three shade structures at Wigwam Park. He explained that the structures were purchased at the same time as similar pavilions for England Acres to avoid anticipated price increases but were not installed until park construction reached the appropriate stage. Two proposals were requested, and Broken Arrow submitted the lowest bid at $34,006.38, compared to approximately $50,000 from the other vendor. The shade structures will be installed over individual picnic tables to provide additional amenities for park users. During discussion, Councilmembers commented on the continued progress and improvements at Wigwam Park and expressed appreciation for the added public amenities.

Motion: Councilman McCall moved to approved Resolution 2026-57 A Resolution of the Tooele City Council Approving an Agreement with Broken Arrow, Inc., for the Installation of Three Pavilions at Wigwam Park. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

10. **Resolution 2026-58 A Resolution of the Tooele City Council Approving Change Order No. 1 to the Agreement with Nelson Brothers Construction Company for Site Improvements Related to the Construction of the Salt Shed Building**
Presented by Nathan Farrer, Public Works Director

Mr. Farrer presented a change order related to engineering services for the City's salt shed project. He explained that additional work was required by the engineering firm during the design process to evaluate site requirements and identify the most cost-effective approach for stormwater retention and detention. Because the project is located within a well protection zone, a more extensive stormwater system is required, making the additional engineering work necessary. The change order compensates the engineering firm for the additional services provided.

Motion: Councilman Gossett moved to approve Resolution 2026-58 A Resolution of the Tooele City Council Approving Change Order No. 1 to the Agreement with Nelson Brothers Construction Company for Site Improvements Related to the Construction of the Salt Shed Building. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

11. **Resolution 2026-59 A Resolution of the Tooele City Council Approving an Agreement with Hales Engineering for an Update of the Tooele City Transportation Master Plan**
Presented by Nathan Farrer, Public Works Director

Mr. Farrer presented a proposal to update the City's Transportation Master Plan through a study by Hales Engineering. He explained that, due to significant growth in the City and county, the updated plan will provide a data-driven assessment of current and future transportation needs and help support discussions

DRAFT

with UDOT regarding roadway improvements and access. The project will be funded through Road C funds.

During Council discussion, questions were raised about the study methodology. Mr. Farrer explained that the study would evaluate traffic patterns both within and outside the city limits to better understand travel demand. City Engineer Paul Hansen added that the study will include traffic counts, existing and future land use, zoning, development densities, and projected growth. Mr. Hansen noted that the study will also incorporate input from City staff, including Economic Development and Administration, to create a long-term transportation planning document that addresses the City's needs for decades to come.

Motion: Councilwoman Gochis moved to approve Resolution 2026-59 A Resolution of the Tooele City Council Approving an Agreement with Hales Engineering for an Update of the Tooele City Transportation Master Plan. Councilman Gossett seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

12. **Resolution 2026-60 A Resolution of the Tooele City Council Approving an Agreement with J-U-B Engineers, Inc., for the 2026 Water Reclamation Facility Upgrades Construction Project**
Presented by Nathan Farrer, Public Works Director

Mr. Farrer presented a contract for construction administration and management services related to the City's wastewater treatment plant improvements, including upgrades to the solar dryer and UV disinfection system. He explained that the engineering firm will oversee project coordination and construction for the approximately $8 million project. The contract amount is $499,995, and the cost will be included as part of the municipal bond financing for the overall wastewater treatment plant improvements. The Council acknowledged that while the project represents a significant investment, it is a necessary improvement to the City's infrastructure.

Motion: Councilman McCall moved to approve Resolution 2026-60 A Resolution of the Tooele City Council Approving an Agreement with J-U-B Engineers, Inc., for the 2026 Water Reclamation Facility Upgrades Construction Project. Councilman Gossett seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

13. **Resolution 2026- 63 A Resolution of the Tooele City Council Approving an Agreement with Misco Water to Install Surface Aerators at the Water Reclamation Facility**
Presented by Nathan Farrer, Public Works Director

Mr. Farrer presented Resolution 2026-63, approving an agreement with Misco Water for the purchase and installation of surface aerators at the Water Reclamation Facility. He explained that, after evaluating rental options, staff determined it would be more cost-effective to purchase the equipment outright. The aerators will also serve as backup units for future needs. Because of the specialized nature of the equipment, Misco Water will complete the installation and provide training to City staff so future installation and maintenance can be performed in-house. The project cost is approximately $81,000 and will be funded through the Wastewater Facilities Maintenance Fund. The Council also recognized the efforts of wastewater staff in maintaining reliable facility operations.

Motion: Councilman Gossett moved to approve Resolution 2026- 63 A Resolution of the Tooele City Council Approving an Agreement with Misco Water to Install Surface Aerators at the Water

DRAFT

Reclamation Facility. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

14. **Resolution 2026-55 A Resolution of Tooele City Council Declaring a Certain Seized and Forfeited Motor Vehicle as Surplus Personal Property and Authorizing its Disposal and Sale**
Presented by Shilo Baker, City Recorder

Ms. Baker presented Resolution 2026-55, declaring a 2007 Dodge Ram 1500 as surplus property and authorizing its disposal and sale. The City Recorder explained that the vehicle was previously seized during a criminal investigation and has since been legally forfeited to the City. Because the vehicle is not needed for City or law enforcement operations, the resolution authorizes the vehicle to be sold through a public sale process, with proceeds distributed according to the applicable court order and Utah law. The item was brought before the Council in accordance with City surplus property procedures.

Motion: Councilwoman Gochis moved to approve Resolution 2026-55 A Resolution of Tooele City Council Declaring a Certain Seized and Forfeited Motor Vehicle as Surplus Personal Property and Authorizing its Disposal and Sale. Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

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

Ms. Baker presented several purchase orders for Council consideration. The items included the purchase of 20 shares of Middle Canyon Irrigation from Evan Johnson for $75,000; backflow prevention equipment from Ferguson Waterworks, including three-quarter and one-inch retro setters for older meter installations, totaling $48,400; and three City vehicle purchases from Ken Garff West Valley Ford. The vehicle purchases included a 2026 Ford F-150 for a utility technician in the Finance Department for $45,015, a 2026 Ford F-250 with service bed to replace a Water Department vehicle for $65,334, and a 2026 Ford Ranger to replace a Community Development building inspector vehicle for $37,780.

Motion: Councilman Gossett moved to approve the invoice and purchase orders. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

16. **Minutes**
~ July 15, 2026 City Council Work Meeting Minutes
~ July 15, 2026 City Council Business Meeting Minutes

There were no corrections to the minutes.

Motion: Councilwoman Gochis moved to approve the July 15, 2026 City Council Work Meeting Minutes and the July 15, 2026 City Council Business Meeting Minutes. Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

17. **Adjourn**

Chairman Brady adjourned the meeting at 7:37 p.m.

The Council was unable to complete its prior closed meeting.

Motion: Councilman McCall motion to reconvene in the Large Conference Room for a Closed Meeting. Councilwoman Gochis seconded the motion. The vote was as follows to go back to closed meeting: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

Chairman Brady called the reconvened Closed Meeting and called to order at 7:43 p.m. in the Large Conference Room.

Roll Call: Councilman Jon Gossett, Councilman Dave McCall, Councilwoman Melodi Gochis, Councilman Ed Hansen (via Phone), and Councilman Justin Brady.

Also, in attendance: Mayor Maresa Manzione; Matt Johnson, City Attorney; Shilo Baker, City Recorder; Adrian Day, Police Chief; Nathan Farrer, Public Works Director; Paul Hansen, City Engineer; Darwin Cook, Parks & Recreation Director; Andrew Aagard, Community Development Director; and Shannon Wimmer, Finance Director.

No minutes were taken on these items.

Upon conclusion of the Closed Meeting, Chairman Brady adjourned the closed meeting at 8:53 p.m.

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

Approved this _____ day of August, 2026

_____
Justin Brady, City Council Chair

DRAFT

City Council Business Meeting Minutes

Date: August 19, 2026
Time: 7:00 p.m.
Place: Tooele City Hall Council Chambers
90 North Main Street, Tooele City, Utah

Council Members Present
Jon Gossett
Justin Brady
Ed Hansen
Melodi Gochis
Dave McCall

Staff Present:
Maresa Manzione, Mayor
Matthew Johnson, City Attorney
Darwin Cook, Parks and Recreation Director
Chris Nielson, IT Director
Adrian Day, Police Chief
Shannon Wimmer, Finance Director
Paul Hansen, City Engineer
Shilo Baker, City Recorder
Clarissa Pankratz, Deputy City Recorder
Teresa Young, Clerk/Minute Composition

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
   Dave McCall, Present
   Justin Brady, Present

3. **Presentation of the Proposed Property Tax Increase**
   - **Tooele City's proposed tax rate increase will generate an additional $238,092 in property tax revenue per year as a result of this increase.**
   - **The additional property tax revenue will be used to fund $138,092 towards the Judgement Levy Bond payment increase, and $100,000 for the fire department to fund stipends for volunteers as well as an administrative assistant for the department**

   Presented by Shannon Wimmer, Finance Director

DRAFT

Ms. Wimmer explained that the purpose of the item was to inform the public of the purpose of the Truth-in-Taxation meeting and to explain how the additional revenue from the proposed increase to the certified property tax rate would be used.

4. **Property Tax Impact Schedule Fiscal Year 2026-2027**
Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented the Property Tax Impact Schedule, which is available to the public in hard copy and on the City's website. She explained that the purpose of the schedule is to provide information on the proposed property tax increase, including the tax rate, anticipated revenue, taxpayer impact, and how the additional funds will be used.

The City's certified tax rate was calculated at 0.002527, while the proposed tax rate is 0.002590, resulting in an estimated $238,092 increase in property tax revenue. For a residential property with the City's median value of $382,162**,** the increase would be approximately $13.24 per year, or $1.10 per month**,** representing a 2.49% increase. For a commercial property with a median value of $513,900, the estimated increase would be approximately $132.38 per year**.**

Ms. Wimmer explained that approximately $138,092 of the additional revenue will be used toward the increased payment on the judgment levy associated with the City's bond. The remaining $100,000 will be allocated to the Fire Department to help fund volunteer stipends and an administrative assistant position to address the department's increased workload and needs.

5. **Public Hearing & Motion on Resolution 2026-61* A Resolution of the Tooele City Council Adopting the Final Tax Rate for Fiscal Year 2026-2027**
Presented by Shannon Wimmer, Finance Director

Ms. Wimmer explained that the resolution formally adopts a property tax rate of 0.002590, which represents a 2.49% increase over the certified tax rate.

Chairman Brady opened the public hearing at 7:05 p.m.

Seeing no members of the public coming forward in the audience, Chairman Brady opened the public hearing to members of the public participating via Microsoft Teams at 7:05 p.m. Seeing no one raise their hand to comment on Teams, Chairman Brady closed the public hearing at 7:06 p.m.

Motion: Councilman Hansen moved to approve Resolution 2026-61* A Resolution of the Tooele City Council Adopting the Final Tax Rate for Fiscal Year 2026-2027. Council McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

6. **Public Hearing & Motion on Resolution 2026-62* A Resolution of the Tooele City Council Adopting the Final Budget for Tooele City for Fiscal Year 2026-2027**
Presented by Shannon Wimmer, Finance Director

DRAFT

Ms. Wimmer provided an overview of the proposed budget and highlighted key priorities and changes for the upcoming fiscal year. She noted that the tentative budget was presented on May 6, followed by a more detailed budget presentation on June 17. Copies of the budget and the Combined Tax Notice were made available to the public and on the City's website.

Ms. Wimmer explained that the budget emphasizes fiscal responsibility, careful evaluation of expenditures, maintaining service levels, and economic development. Key priorities include addressing inflationary costs, funding the volunteer Fire Department and Police Department, maintaining critical infrastructure, and supporting community projects.

The budget includes funding for increased service demands, including an additional Police Officer, a Fire Department Administrative Assistant, and an IT position. It also provides for Fire Department volunteer stipends, salary and benefit increases, and higher operating costs related to fuel and inflation.

Ms. Wimmer also highlighted several capital projects and equipment purchases, including lighting improvements at the Pratt Aquatic Center, golf course repairs, museum and park upgrades, a library chiller replacement, Police Department digital forensics and Taser software, an aerial lift for public buildings, and the routine replacement of vehicles and equipment.

She also explained how property tax revenue and the certified tax rate are calculated, noting that the City does not receive additional property tax revenue from inflation or increases in existing property values. Additional revenue, other than new growth, requires the Truth-in-Taxation process. The proposed increase would provide approximately $238,092 in additional revenue.

Chairman Brady opened the public hearing at 7:13 p.m.

Seeing no members of the public coming forward in the audience, Chairman Brady opened the public hearing to members of the public participating via Microsoft Teams at 7:13 p.m.

Lynn via Microsoft Teams stated that he was unable to hear the presentation clearly through Microsoft Teams due to the audio fading in and out and becoming distorted. He stated that she could hear the other speakers and the voting, but not the presentation. Staff advised that the presentation was also available on YouTube and that the meeting was being streamed there.

Seeing no others raise their hand on Teams, Chairman Brady noticed someone in the back of the room raise their hand.

Bella Martinez, Tooele City resident, asked for clarification regarding the proposed budget, specifically why employee benefit costs for the Police Department and several other departments decreased from the previous fiscal year. She noted that Fire Department benefits increased from approximately $181,000 in the 2026 budget to approximately $301,000 in the proposed 2027 budget, while benefits for most other departments decreased. She requested an explanation for the differences.

Chairman Brady closed the public hearing 7:18 p.m.

Ms. Wimmer explained that employee benefit costs can fluctuate significantly, primarily due to employees' choices regarding health insurance coverage. The largest factor is whether employees elect family or single medical coverage. As employees leave and new employees are hired, the City budgets for

DRAFT

family coverage, but actual costs may be lower if new employees select single coverage. She noted that retirement and other benefit costs were not decreasing; the primary reason for the decrease was changes in employees' health insurance elections.

Motion: Councilwoman Gochis moved to approve Resolution 2026-62* A Resolution of the Tooele City Council Adopting the Final Budget for Tooele City for Fiscal Year 2026-2027. Councilman Gossett seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

7. **Adjourn**

Chairman Brady adjourned the meeting at 7:21 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 September, 2026

_____
Justin Brady, City Council Chair

DRAFT

Tooele City
Est. 1853

Tooele City Open Forum Record Sheet

Date: ~~August 19, 2026~~

Please PRINT the following information:

Name	City of Residence
Bella Martinez	SLC
Lynn	via Teams